



# Administrative Package Cover Page

**This file contains the following documents:**

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



# Portada de Paquete Administrativo

**Este archivo contiene los siguientes documentos:**

1. Resumen en lenguaje sencillo (PLS, por sus siglas en inglés) de la actividad propuesta
  - Inglés
  - Idioma alternativo (español)
2. Primer aviso (NORI, por sus siglas en inglés)
  - Inglés
  - Idioma alternativo (español)
3. Solicitud original



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### PLAIN LANGUAGE SUMMARY FOR TPDES OR TLAP PERMIT APPLICATIONS

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

Applicants should use this template to develop a plain language summary as required by [Title 30, Texas Administrative Code \(30 TAC\), Chapter 39, Subchapter H](#). Applicants may modify the template as necessary to accurately describe their facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how the applicant will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements.

If you are subject to the alternative language notice requirements in [30 TAC Section 39.426](#), **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

#### ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS

##### **Industrial WASTEWATER/STORMWATER**

*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 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.*

Luminant Mining Company LLC (CN603271016) operates Monitcello-Thermo Lignite Mining Area (RN103013892), a surface mining facility. The facility is located at the intersection of County Road 2309 and Farm-to-Market Road 1870, southeast of the city Sulphur Springs, in , Hopkins County, Texas 75482. Wastewaters from this facility are discharged to ponds; thence to unnamed tributaries of Rock Creek and/or Rock Creek;



thence to White Oak Creek; thence to the Sulphur/South Sulphur River in Segment 0303 of the Sulphur River Basin.

Discharges from the facility are expected to contain drainage, groundwater from mine pits and runoff from active and post-mine area. Wastewater produced at the facility consists of mine drainage, surface water runoff from active mining areas and post mine runoff and is treated by A polyelectrolyte may be added directly into the surface impoundments or metered into the influent stream to enhance the settlings of suspended solids, if necessary. The treated wastewater will be discharged to the receiving streams via appropriate outfalls.

**PLANTILLA EN ESPAÑOL PARA SOLICITUDES  
NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP**

**AGUAS RESIDUALES Industriales /AGUAS PLUVIALES**

*El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.*

Luminant Mining Company LLC (CN6032710016) opera Monticello-Thermo Lignite Mining Area RN103013892, una instalación de minería a cielo abierto. La instalación está ubicada en la intersección de County Road 2308 y Farm-to-Market Road 1870, al sureste de la ciudad de Sulphur Springs, en el, Condado de Hopkins, Texas 75482. Las aguas residuales de esta instalación se descargan en estanques; de allí a afluentes sin nombre de Rock Creek y/o Rock Creek; de allí a White Oak Creek; de allí al río Sulphur/South Sulphur en el segmento 0303 de la cuenca del río Sulphur.

Se espera que las descargas de la instalación contengan drenaje, agua subterránea de pozos mineros y agua de pozos de drenaje. Las aguas residuales producidas en la instalación consisten en drenaje de la mina, escorrentía de aguas superficiales de áreas mineras activas y escorrentía posterior a la minería y se tratan mediante sedimentación. Se puede agregar un polielectrolito directamente a los estanques de sedimentación de sólidos en suspensión. Algunos estanques de aguas residuales tienen sumideros de clarificación asociados que no reciben escorrentía directa, pero sirven para tratar lotes de aguas residuales que se bombean hacia ellos desde los estanques. Las aguas residuales tratadas serán vertidas al río receptor mediante emisarios adecuados.

# TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



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

**PERMIT NO. WQ0004122000**

**APPLICATION.** Luminant Mining Company LLC, 6555 Sierra Drive, Irving, Texas 75039, which owns a lignite mining area, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0004122000 (EPA I.D. No. TX0071081) to authorize the discharge of treated wastewater at an intermittent and flow-variable volume via Outfalls 001R, 002M, 003-004R and 006-007R. The facility is located at the intersection of County Road 2309 and Farm-to-Market Road 1870, southeast of the city of Sulphur Springs, in Hopkins County, Texas 75482. The discharge route is from the plant site via Outfalls 001R, 002M, 003R-004R and 006R-009R to an unnamed tributary; thence to Rock Creek; thence to White Oak Creek; thence to Sulphur/South Sulphur River. TCEQ received this application on February 25, 2025. The permit application will be available for viewing and copying at Hopkins County Clerk's Office, 128 Jefferson Street East, Suite C, Sulphur Springs, in Hopkins County, 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=-95.548888,33.096944&level=18>

**ALTERNATIVE LANGUAGE NOTICE.** Alternative language notice in Spanish is available at:

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

El aviso de idioma alternativo en español está disponible en

<https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

**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](http://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](http://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 Luminant Mining Company LLC at the address stated above or by calling Ms. Celi Fernandez, Environmental Manager, at 214-875-8956.

Issuance Date: March 24, 2025

# Comisión de Calidad Ambiental del Estado de Texas



## AVISO DE RECIBO DE LA SOLICITUD Y EL INTENTO DE OBTENER PERMISO PARA LA CALIDAD DEL AGUA RENOVACION

### PERMISO NO. WQ0004122000

**SOLICITUD.** Luminant Mining Company LLC, 6555 Sierra Drive, Irving, TX 75039 ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para renovar el Permiso No. WQ0004122000 (EPA I.D. No. TX 00071081) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen intermitente y de caudal variable a través de los emisarios 001R, 002M, 003-004R y 006-007R. La planta está ubicada en la intersección de County Road 2309 y Farm-to-Market Road 1870, al sureste de la ciudad de Sulphur Springs en el Condado de Hopkins, Texas. La ruta de descarga es del sitio de la planta a los desagües 001R, 002M y 003R-004R, 006R-009R a un afluente sin nombre; de allí a Rock Creek; de allí a White Oak Creek; de allí a Sulphur/South Sulphur River. La TCEQ recibió esta solicitud el 25 de febrero de 2025. La solicitud para el permiso estará disponible para leerla y copiarla en Oficina del secretario del condado de Hopkins, 128 Jefferson Street East, Suite C, Sulphur Springs, en el condado De Hopkins antes de la fecha de publicación de este aviso en el periódico. Este enlace a un mapa electrónico de la ubicación general del sitio o de la instalación es proporcionado como una cortesía y no es parte de la solicitud o del aviso. Para la ubicación exacta, consulte la solicitud.

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-95.548888,33.096944&level=18>

**AVISO ADICIONAL.** El Director Ejecutivo de la TCEQ ha determinado que la solicitud es administrativamente completa y conducirá una revisión técnica de la solicitud. Después de completar la revisión técnica, el Director Ejecutivo puede preparar un borrador del permiso y emitirá una Decisión Preliminar sobre la solicitud. **El aviso de la solicitud y la decisión preliminar serán publicados y enviado a los que están en la lista de correo de las personas a lo largo del condado que desean recibir los avisos y los que están en la lista de correo que desean recibir avisos de esta solicitud. El aviso dará la fecha límite para someter comentarios públicos.**

**COMENTARIO PUBLICO / REUNION PUBLICA.** Usted puede presentar comentarios públicos o pedir una reunión pública sobre esta solicitud. El

propósito de una reunión pública es dar la oportunidad de presentar comentarios o hacer preguntas acerca de la solicitud. La TCEQ realiza una reunión pública si el Director Ejecutivo determina que hay un grado de interés público suficiente en la solicitud o si un legislador local lo pide. Una reunión pública no es una audiencia administrativa de lo contencioso.

**OPORTUNIDAD DE UNA AUDIENCIA ADMINISTRATIVA DE LO CONTENCIOSO.** Después del plazo para presentar comentarios públicos, el Director Ejecutivo considerará todos los comentarios apropiados y preparará una respuesta a todo los comentarios públicos esenciales, pertinentes, o significativos. **A menos que la solicitud haya sido referida directamente a una audiencia administrativa de lo contencioso, la respuesta a los comentarios y la decisión del Director Ejecutivo sobre la solicitud serán enviados por correo a todos los que presentaron un comentario público y a las personas que están en la lista para recibir avisos sobre esta solicitud. Si se reciben comentarios, el aviso también proveerá instrucciones para pedir una reconsideración de la decisión del Director Ejecutivo y para pedir una audiencia administrativa de lo contencioso.** Una audiencia administrativa de lo contencioso es un procedimiento legal similar a un procedimiento legal civil en un tribunal de distrito del estado.

**PARA SOLICITAR UNA AUDIENCIA DE CASO IMPUGNADO, USTED DEBE INCLUIR EN SU SOLICITUD LOS SIGUIENTES DATOS:** su nombre, dirección, y número de teléfono; el nombre del solicitante y número del permiso; la ubicación y distancia de su propiedad/actividad con respecto a la instalación; una descripción específica de la forma cómo usted sería afectado adversamente por el sitio de una manera no común al público en general; una lista de todas las cuestiones de hecho en disputa que usted presente durante el período de comentarios; y la declaración "[Yo/nosotros] solicito/solicitamos una audiencia de caso impugnado". Si presenta la petición para una audiencia de caso impugnado de parte de un grupo o asociación, debe identificar una persona que representa al grupo para recibir correspondencia en el futuro; identificar el nombre y la dirección de un miembro del grupo que sería afectado adversamente por la planta o la actividad propuesta; proveer la información indicada anteriormente con respecto a la ubicación del miembro afectado y su distancia de la planta o actividad propuesta; explicar cómo y porqué el miembro sería afectado; y explicar cómo los intereses que el grupo desea proteger son pertinentes al propósito del grupo.

Después del cierre de todos los períodos de comentarios y de petición que aplican, el Director Ejecutivo enviará la solicitud y cualquier petición para reconsideración o para una audiencia de caso impugnado a los Comisionados de la TCEQ para su consideración durante una reunión programada de la Comisión. La Comisión sólo puede conceder una solicitud de una audiencia de caso impugnado sobre los temas que el solicitante haya presentado en sus comentarios oportunos que no fueron retirados

**posteriormente. Si se concede una audiencia, el tema de la audiencia estará limitado a cuestiones de hecho en disputa o cuestiones mixtas de hecho y de derecho relacionadas a intereses pertinentes y materiales de calidad del agua que se hayan presentado durante el período de comentarios.**

**Si ciertos criterios se cumplen, la TCEQ puede actuar sobre una solicitud para renovar un permiso sin proveer una oportunidad de una audiencia administrativa de lo contencioso.**

**LISTA DE CORREO.** Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas de correos siguientes (1) la lista de correo permanente para recibir los avisos de el solicitante indicado por nombre y número del permiso específico y/o (2) la lista de correo de todas las solicitudes en un condado específico. Si desea que se agregue su nombre en una de las listas designe cual lista(s) y envía por correo su pedido a la Oficina del Secretario Principal de la TCEQ.

**CONTACTOS E INFORMACIÓN A LA AGENCIA.** Todos los comentarios públicos y solicitudes deben ser presentadas electrónicamente vía <http://www14.tceq.texas.gov/epic/eComment/> o por escrito dirigidos a la Comisión de Texas de Calidad Ambiental, Oficial de la Secretaría (Office of Chief Clerk), MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Tenga en cuenta que cualquier información personal que usted proporcione, incluyendo su nombre, número de teléfono, dirección de correo electrónico y dirección física pasarán a formar parte del registro público de la Agencia. Para obtener más información acerca de esta solicitud de permiso o el proceso de permisos, llame al programa de educación pública de la TCEQ, gratis, al 1-800-687-4040. Si desea información en Español, puede llamar al 1-800-687-4040.

También se puede obtener información adicional del Luminant Mining Company LLC a la dirección indicada arriba o llamando a Celi Fernandez al 214-875-8956.

Fecha de emisión: 24 de marzo de 2025



Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000  
Minor Facility with Renewal Changes

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

INDUSTRIAL WASTEWATER PERMIT APPLICATION  
CHECKLIST

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

APPLICANT NAME: Luminant Mining Company LLC

PERMIT NUMBER (If new, leave blank): WQ00 04122000

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"/> |
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| Worksheet 1.0                | <input checked="" type="checkbox"/> | <input 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"/> |
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| 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-inst<sup>1</sup>](#)).

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

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

Applicant Name: Luminant Mining Company LLC

Permit No.: WQ0004122000

EPA ID No.: TX00071081

Expiration Date: 3/1/2025

- 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: Removal of outfall A-18 from the permit

For TCEQ Use Only

Segment Number \_\_\_\_\_ County \_\_\_\_\_

Expiration Date \_\_\_\_\_ Region \_\_\_\_\_

Permit Number \_\_\_\_\_

<sup>1</sup> [https://www.tceq.texas.gov/publications/search\\_forms.html](https://www.tceq.texas.gov/publications/search_forms.html)

g. Application Fee

| EPA Classification  | New                              | Major Amend.<br>(with or without<br>renewal) | Renewal<br>(with or<br>without<br>changes)  | Minor Amend. /<br>Minor Mod.<br>(without<br>renewal) |
|---|----------------------------------|--|---|--|
| Minor facility not subject<br>to EPA categorical<br>effluent guidelines<br>(40 CFR Parts 400-471) | <input type="checkbox"/> \$350   | <input type="checkbox"/> \$350               | <input type="checkbox"/> \$315              | <input type="checkbox"/> \$150                       |
| Minor facility subject to<br>EPA categorical effluent<br>guidelines<br>(40 CFR Parts 400-471)     | <input type="checkbox"/> \$1,250 | <input type="checkbox"/> \$1,250             | <input checked="" type="checkbox"/> \$1,215 | <input type="checkbox"/> \$150                       |
| Major facility  | N/A <sup>2</sup>                 | <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: [746274 & 746275](#)

Copy of voucher attachment: [Attachment: A](#)

## Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: [CN603271016](#)

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

b. Legal name of the entity (applicant) applying for this permit: [Luminant Mining Company LLC](#)

**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: [Ms.](#) Full Name (Last/First Name): [Collins, Renee](#)

Title: [Sr. Director Environmental Services](#) Credential: [Click to enter text.](#)

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

☒ Yes ☐ No

<sup>2</sup> All facilities are designated as minors until formally classified as a major by EPA.

<sup>3</sup> <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: B: 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): Fernandez, Celi

Title: Environmental Manager      Credential: Click to enter text.

Organization Name: Luminant Mining Company LLC

Mailing Address: 6555 Sierra Drive

City/State/Zip: Irving, TX, 75039

Phone No: 214-875-8956

Email: celi.fernandez@luminant.com

b. ☒ Administrative Contact      ☐ Technical Contact

Prefix: Mr.      Full Name (Last/First Name): Le, Bryant

Title: Environmental Specialist      Credential: Click to enter text.

Organization Name: Luminant Mining Company LLC

Mailing Address: 6555 Sierra Drive LLC

City/State/Zip: Irving, TX, 75039

Phone No: 817-901-0691 Email: bryant.le@vistracorp.com

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): Fernandez, Celi  
Title: Environmental Manager Credential: [Click to enter text.](#)  
Organization Name: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: 214-875-8956 Email: celi.fernandez@luminant.com
- b. Prefix: Mr. Full Name (Last/First Name): Le, Bryant  
Title: Environmental Specialist Credential: [Click to enter text.](#)  
Organization Name: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: 817-901-0691 Email: bryant.le@vistracorp.com  
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: Ms. Full Name (Last/First Name): Fernandez, Celi  
Title: Environmental Manager Credential: [Click to enter text.](#)  
Organization Name: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: 214-875-8956 Email: celi.fernandez@luminant.com

## 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: Mr. Full Name (Last/First Name): Whitaker, Josh  
Title: Reporting Manager Credential: [Click to enter text.](#)  
Organization Name: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: 214-875-8378 Email: josh.whitaker@luminant.com

## Item 9. Notice Information (Instructions, Pages 28)

### a. Individual Publishing the Notices

Prefix: Ms. Full Name (Last/First Name): Fernandez, Celi

Title: Environmental Manager Credential: Click to enter text.

Organization Name: Luminant Mining Company LLC

Mailing Address: 6555 Sierra Drive

City/State/Zip: Irving, TX, 75039

Phone No: 214-875-8956

Email: celi.fernandez@luminant.com

### 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: celi.fernandez@luminant.com & bryant.le@vistracorp.com

☐ Fax: Click to enter text.

☒ Regular Mail (USPS)

Mailing Address: 6555 Sierra Drive

City/State/Zip Code: Irving, TX, 75039

### c. Contact in the Notice

Prefix: Ms. Full Name (Last/First Name): Fernandez, Celi

Title: Environmental Manager Credential: Click to enter text.

Organization Name: Luminant Mining Company LLC

Phone No: 214-875-8956

Email: celi.fernandez@luminant.com

### 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: Hopkins County Clerk's Office

Location within the building: Suite C

Physical Address of Building: 128 Jefferson Street

City: Sulphur Springs County: Hopkins

### 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? Spanish
- f. Plain Language Summary Template – Complete the Plain Language Summary (TCEQ Form 20972) and include as an attachment. Attachment: C
- 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: D

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

- a. TCEQ issued Regulated Entity Number (RN), if available: RN102806189  
**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): Monticello-Thermo Lignite Mining Area
- 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: Luminant Mining Company LLC  
 Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
 Phone No: Click to enter text. Email: Click to enter text.
- e. Ownership of facility: ☐ Public ☒ Private ☐ Both ☐ Federal
- f. Owner of land where treatment facility is or will be: Click to enter text.  
 Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.  
 or Organization Name: City of Sulphur Springs



Mailing Address: 125 South Davis Street  
75482

City/State/Zip: Sulphur Springs, TX,

Phone No: 903-885-7441

Email: mmaxwell@sulphurspringstx.org

**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: P: Property Owner Agreement

- 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: Click to enter text.

Full Name (Last/First Name): N/A

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.

☒ One-mile radius

☒ Three-miles downstream information

☒ Applicant's property boundaries

☒ Treatment facility boundaries

☒ Labeled point(s) of discharge

☒ Highlighted discharge route(s)

☐ Effluent disposal site boundaries

☒ All wastewater ponds

☐ Sewage sludge disposal site

☐ New and future construction

Attachment: F: USGS Maps and Composite Maps

- 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): Sulphur Springs

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

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

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: [Click to enter text.](#)

- 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: N/A

- k. County in which the disposal site is located: N/A

- l. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site: N/A

- m. For TLAPs, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: N/A

## 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: WQ0004122000

Applicant Name: Luminant Mining Company LLC

Certification: I, Renee Collins, 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): Renee Collins

Signatory title: Sr. Director Environmental Services

Signature: *Renee Collins*  
(Use blue ink)

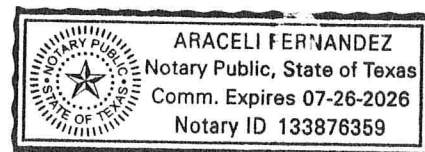
Date: 2/13/2025

Subscribed and Sworn to before me by the said Renee Collins  
on this 25<sup>th</sup> day of February, 20 25.

My commission expires on the 26<sup>th</sup> day of July, 20 26.

Araceli Fernandez  
Notary Public

[SEAL]



Dallas  
County, Texas

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

# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## ADMINISTRATIVE REPORT 1.1

The following information is required for new and amendment applications.

### Item 1. Affected Landowner Information (Instructions, Page 35)

- a. Attach a landowner map or drawing, with scale, as applicable. Check the box next to each item to confirm it has been provided.
- ☐ The applicant's property boundaries.
  - ☐ The facility site boundaries within the applicant's property boundaries.
  - ☐ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone.
  - ☐ The property boundaries of all landowners surrounding the applicant's property. (Note: if the application is a major amendment for a lignite mine, the map must include the property boundaries of all landowners adjacent to the new facility (ponds).)
  - ☐ The point(s) of discharge and highlighted discharge route(s) clearly shown for one mile downstream.
  - ☐ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge.
  - ☐ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay, estuary, or affected by tides.
  - ☐ The boundaries of the effluent disposal site (e.g., irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property.
  - ☐ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located.
  - ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners within one-quarter mile of the applicant's property boundaries where the sewage sludge land application site is located.
  - ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (e.g., sludge surface disposal site or sludge monofil) is located.
- Attachment: [Click to enter text.](#)
- b. Check the box next to the format of the landowners list:
- ☐ Readable/Writeable CD
  - ☐ Four sets of labels
- Attachment: [Click to enter text.](#)
- d. Provide the source of the landowners' names and mailing addresses: [Click to enter text.](#)
- e. As required by Texas Water Code § 5.115, is any permanent school fund land affected by this application?
- ☐ Yes ☐ No

If yes, provide the location and foreseeable impacts and effects this application has on the land(s): [Click to enter text.](#)

## Item 2. Original Photographs (Instructions, Page 37)

Provide original ground level photographs. Check the box next to each of the following items to indicate it is included.

- ☐ At least one original photograph of the new or expanded treatment unit location.
- ☒ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☐ At least one photograph of the existing/proposed effluent disposal site.
- ☐ A plot plan or map showing the location and direction of each photograph.

Attachment: [G: Outfall photos](#)

# **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:** O: SPIF

# WATER QUALITY PERMIT

## PAYMENT SUBMITTAL FORM

**Use this form to submit the Application Fee, if mailing the payment. (Instructions, Page 36-37)**

- Complete items 1 through 5 below.
- Staple the check or money order in the space provided at the bottom of this document.
- Do not mail this form with the application form.
- Do not mail this form to the same address as the application.
- Do not submit a copy of the application with this form as it could cause duplicate permit entries.

**Mail this form and the check or money order to:**

***BY REGULAR U.S. MAIL***

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

***BY OVERNIGHT/EXPRESS MAIL***

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

**Fee Code: WQP      Permit No: WQ000** [Click to enter text.](#)

1. Check or Money Order Number: [Click to enter text.](#)
2. Check or Money Order Amount: [Click to enter text.](#)
3. Date of Check or Money Order: [Click to enter text.](#)
4. Name on Check or Money Order: [Click to enter text.](#)
5. APPLICATION INFORMATION

Name of Project or Site: [Click to enter text.](#)

Physical Address of Project or Site: [Click to enter text.](#)

If the check is for more than one application, attach a list which includes the name of each Project or Site (RE) and Physical Address, exactly as provided on the application.

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

**Staple Check or Money Order in This Space**



# ATTACHMENT 1

## INDIVIDUAL INFORMATION

### Item 1. Individual information (Instructions, Page 38)

Complete this attachment if the facility applicant or co-applicant is an individual. Make additional copies of this attachment if both are individuals.

Prefix (Mr., Ms., or Miss): [Click to enter text.](#)

Full legal name (first, middle, and last): [Click to enter text.](#)

Driver's License or State Identification Number: [Click to enter text.](#)

Date of Birth: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City, State, and Zip Code: [Click to enter text.](#)

Phone No.: [Click to enter text.](#)

Fax No.: [Click to enter text.](#)

E-mail Address: [Click to enter text.](#)

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

# 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



# 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](#)<sup>1</sup> 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).

Lignite Surface Mining

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

See attachment I: Description of Wastewater Generating Process

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<sup>1</sup>  
[https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES\\_industrial\\_wastewater\\_steps.html](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                     |
|----------------------------------|-----------------------------|------------------------------------|
| Lignite                          | Lignite                     | Lignite                            |
|                                  |                             |                                    |
|                                  |                             |                                    |
|                                  |                             |                                    |
| Note: This facility is a surface | mine which produces lignite | for the generation of electricity. |
| The lignite is not processed     | through a coal preparation  | plant on site.                     |
|                                  |                             |                                    |
|                                  |                             |                                    |
|                                  |                             |                                    |
|                                  |                             |                                    |
|                                  |                             |                                    |

**Attachment:** N/A

- 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:** J: Facility Map

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

☐ Yes ☒ No

If **yes**, provide background discussion: [Click to enter text.](#)

- 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: US Dept of Housing and Urban Development, Hopkins County, Panel No. 480869 0007A, 12/27/77

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:** N/A

- 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.

The primary method of treatment for mine drainage will be sedimentation. A polyelectrolyte may be added directly into the surface impoundments or metered into the influent stream to enhance the settling of suspended solids, if necessary. See attachment I: Description of Wastewater Generating Process

- 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:** [K: Water Flow Schematic](#)

## 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)                                | See    | Attachment | L:<br>Impoundment<br>Info |        |
| 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                              |        |            |                           |        |

| Parameter            | Pond # | Pond # | Pond # | Pond # |
|----------------------|--------|--------|--------|--------|
| Date of Construction |        |        |        |        |

**Attachment:** L: Impoundment Info

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:** N/A

**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:** N/A

- 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:** N/A

- 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:** N/A

## 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) |
|-------------|-------------------------------------|-----------------------------|
|             | SEE ATTACHMENT H: OUTFALL LOCATIONS |                             |
|             |                                     |                             |
|             |                                     |                             |

#### Outfall Location Description

| Outfall No. | Location Description  |
|-------------|---|
| 001 M/R,    | At the outlet weir of pond F-01 (active-mining)   |
| 002 M/R,    | At the outlet weir of pond H-01 (post-mine)   |
| 003 M/R     | At the outlet weir of pond AI-1 (post-mine)   |
| 004M/R,     | At the outlet weir of pond AI-2(post-mine)  |
| 006 M/R     | At the outlet weir of pond B-17 (post-mine)   |
| 007 M/R     | At the outlet weir of pond C-05(post-mine)  |
| 008 M/R     | At the outlet weir of pond C-06 (post-mine)   |
| 009 M/R     | Upstream of the internal haul road stormwater pond (not shown in application) spillway. See lat/long. |

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

| Outfall No.  | Description of sampling point                                   |
|--------------|---|
|              |   |
| All Outfalls | Sampling points will be at the discharge location of each pond. |
|              |   |

#### 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) |
|--------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|---------------------------------------|
| All Outfalls | Variable                       | Variable                       | Variable                      | Variable                      | Variable                              |
|              | All permitted                  | outfalls have                  | the same                      | flow info                     |                                       |
|              |                                |                                |                               |                               |                                       |
|              |                                |                                |                               |                               |                                       |

#### Outfall Discharge – Method and Measurement

| Outfall No.  | Pumped Discharge? Y/N  | Gravity Discharge? Y/N | Type of Flow Measurement Device Used |
|--------------|------------------------|------------------------|--------------------------------------|
| All outfalls | N                      | Y                      | Estimate (weir/staff gauge)          |
|              | All permitted outfalls | have the same methods  | and measurements information         |



### Outfall Discharge – Flow Characteristics

| Outfall No.  | Intermittent Discharge?<br>Y/N | Continuous Discharge?<br>Y/N | Seasonal Discharge?<br>Y/N | Discharge Duration<br>(hrs/day) | Discharge Duration<br>(days/mo) | Discharge Duration<br>(mo/yr) |
|--------------|--------------------------------|------------------------------|----------------------------|---------------------------------|---------------------------------|-------------------------------|
| All outfalls | Y                              | N                            | N                          | 24                              | 30                              | 12                            |
|              | All permitted                  | outfalls have                | the same                   | discharge                       | flow                            | characteristics               |
|              |                                |                              |                            |                                 |                                 |                               |
|              |                                |                              |                            |                                 |                                 |                               |

### Outfall Wastestream Contributions

#### Outfall No. **001M-004M; 006M-009M**

| Contributing Wastestream                      | Volume (MGD) | Percent (%) of Total Flow |
|---|--------------|---------------------------|
| Active Mining Drainage                        | Variable     | Variable                  |
| Groundwater Seepage from mine pits            | Variable     | Variable                  |
| Surface Water runoff from Active Mining Areas | Variable     | Variable                  |
|   |              |                           |
|   |              |                           |
| ***Active Mine Ponds***                       |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |

#### Outfall No. **001-004R; 006R-009R**

| Contributing Wastestream                  | Volume (MGD) | Percent (%) of Total Flow |
|---|--------------|---------------------------|
| Surface Water runoff from Post-Mine Areas | Variable     | Variable                  |
|   |              |                           |
| **Postmine Ponds**                        |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |

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

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

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

## 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

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 |                 |                                  |                                  |
| Boilers        |                 |                                  |                                  |

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

## 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. |
|-------------------|-------------------------|
|                   |                         |
|                   |                         |

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

## 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:** N/A

- 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:** N/A

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) |
|---------------------------|-----------------------|
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |

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) |
|---------------------------|-----------------------|
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |

## Item 12. Cooling Water (Instructions, Page 46)

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

☐ Yes ☒ No

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

1. 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.

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

## 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.

[Click to enter text.](#)

b. Is the facility requesting any **minor amendments** to the permit?

☐ Yes      ☒ No

If **yes**, list and describe each change individually.

[Click to enter text.](#)

c. Is the facility requesting any **minor modifications** to the permit?

☐ Yes      ☒ No

If **yes**, list and describe each change individually.



Click to enter text.

#### 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: Renee Collins

Title: Sr. Environmental Director Service

Signature: 

Date: 2/13/2025

# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## WORKSHEET 1.0: EPA CATEGORICAL EFFLUENT GUIDELINES

This worksheet **is required** for all applications for TPDES permits for discharges of wastewaters subject to EPA categorical effluent limitation guidelines (ELGs).

### Item 1. Categorical Industries (Instructions, Page 53)

Is this facility subject to any 40 CFR categorical ELGs outlined on page 53 of the instructions?

☒ Yes ☐ No

If **no**, this worksheet is not required. If **yes**, provide the appropriate information below.

#### 40 CFR Effluent Guideline

| Industry                          | 40 CFR Part |
|-----------------------------------|-------------|
| Coal Mining Point Source Category | 434         |
|                                   |             |
|                                   |             |
|                                   |             |
|                                   |             |
|                                   |             |
|                                   |             |
|                                   |             |

### Item 2. Production/Process Data (Instructions, Page 54)

**NOTE:** For all TPDES permit applications requesting individual permit coverage for discharges of oil and gas exploration and production wastewater (discharges into or adjacent to water in the state, falling under the Oil and Gas Extraction Effluent Guidelines – 40 CFR Part 435), see Worksheet 12.0, Item 2 instead.

#### a. Production Data

Provide appropriate data for effluent guidelines with production-based effluent limitations.

#### Production Data

| Subcategory    | Actual Quantity/Day | Design Quantity/Day | Units |
|----------------|---------------------|---------------------|-------|
| Not applicable |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |

#### b. Organic Chemicals, Plastics, and Synthetic Fibers Manufacturing Data (40 CFR Part 414)

Provide each applicable subpart and the percent of total production. Provide data for metal-bearing and cyanide-bearing wastestreams, as required by 40 CFR Part 414, Appendices A and B.

Percentage of Total Production

| Subcategory    | Percent of Total Production | Appendix A and B - Metals | Appendix A - Cyanide |
|----------------|-----------------------------|---------------------------|----------------------|
| Not applicable |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |

c. Refineries (40 CFR Part 419)

Provide the applicable subcategory and a brief justification.

Not applicable

Item 3. Process/Non-Process Wastewater Flows (Instructions, Page 54)

Provide a breakdown of wastewater flow(s) generated by the facility, including both process and non-process wastewater flow(s). Specify which wastewater flows are to be authorized for discharge under this permit and the disposal practices for wastewater flows, excluding domestic, which are not to be authorized for discharge under this permit.

Process Wastewater: alkaline mine drainage from active mining areas, coal preparation plants and associated areas, Post-mine reclamation area, post-mining underground mine drainage

## Item 4. New Source Determination (Instructions, Page 54)

Provide a list of all wastewater-generating processes subject to EPA categorical ELGs, identify the appropriate guideline Part and Subpart, and provide the date the process/construction commenced.

### Wastewater Generating Processes Subject to Effluent Guidelines

| Process                                       | EPA Guideline Part | EPA Guideline Subpart | Date Process/<br>Construction<br>Commenced |
|---|--------------------|-----------------------|--|
| Alkaline mine drainage from active mine areas | 434                | D                     | 1975                                       |
| Post-mine reclamation areas                   | 434                | E                     | 1977                                       |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
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|   |                    |                       |  |
|   |                    |                       |  |

# 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): 1/2/2025 – 1/23/2025
- ☒ 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:** M: Lab Entities

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

#### 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.:

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant               | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|-------------------------|--------------------|--------------------|--------------------|--------------------|
| BOD (5-day)             |                    |                    |                    |                    |
| CBOD (5-day)            |                    |                    |                    |                    |
| Chemical oxygen demand  | See                | Attachment         | N: Sample          | Data               |
| Total organic carbon    |                    |                    |                    |                    |
| Dissolved oxygen        |                    |                    |                    |                    |
| Ammonia nitrogen        |                    |                    |                    |                    |
| Total suspended solids  |                    |                    |                    |                    |
| Nitrate nitrogen        |                    |                    |                    |                    |
| Total organic nitrogen  |                    |                    |                    |                    |
| Total phosphorus        |                    |                    |                    |                    |
| Oil and grease          |                    |                    |                    |                    |
| Total residual chlorine |                    |                    |                    |                    |
| Total dissolved solids  |                    |                    |                    |                    |

| Pollutant                        | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|
| Sulfate                          |                    |                    |                    |                    |
| Chloride                         |                    |                    |                    |                    |
| Fluoride                         |                    |                    |                    |                    |
| Total alkalinity (mg/L as CaCO3) |                    |                    |                    |                    |
| Temperature (°F)                 |                    |                    |                    |                    |
| pH (standard units)              |                    |                    |                    |                    |

Table 2 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant            | Sample 1<br>(µg/L) | Sample 2<br>(µg/L) | Sample 3<br>(µg/L) | Sample 4<br>(µg/L) | MAL (µg/L)   |
|----------------------|--------------------|--------------------|--------------------|--------------------|--------------|
| Aluminum, total      |                    |                    |                    |                    | 2.5          |
| Antimony, total      |                    |                    |                    |                    | 5            |
| Arsenic, total       |                    |                    |                    |                    | 0.5          |
| Barium, total        | See                | Attachment         | N: Sample          | Data               | 3            |
| Beryllium, total     |                    |                    |                    |                    | 0.5          |
| Cadmium, total       |                    |                    |                    |                    | 1            |
| Chromium, total      |                    |                    |                    |                    | 3            |
| Chromium, hexavalent |                    |                    |                    |                    | 3            |
| Chromium, trivalent  |                    |                    |                    |                    | N/A          |
| Copper, total        |                    |                    |                    |                    | 2            |
| Cyanide, available   |                    |                    |                    |                    | 2/10         |
| Lead, total          |                    |                    |                    |                    | 0.5          |
| Mercury, total       |                    |                    |                    |                    | 0.005/0.0005 |
| Nickel, total        |                    |                    |                    |                    | 2            |
| Selenium, total      |                    |                    |                    |                    | 5            |
| Silver, total        |                    |                    |                    |                    | 0.5          |
| Thallium, total      |                    |                    |                    |                    | 0.5          |
| Zinc, total          |                    |                    |                    |                    | 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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                      | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|--|---------------------|---------------------|---------------------|---------------------|----------------|
| Acrylonitrile                                  |                     |                     |                     |                     | 50             |
| Anthracene                                     |                     |                     |                     |                     | 10             |
| Benzene  |                     |                     |                     |                     | 10             |
| Benzidine                                      | See                 | Attachment          | N:<br>Sample        | Data                | 50             |
| Benzo(a)anthracene                             |                     |                     |                     |                     | 5              |
| Benzo(a)pyrene                                 |                     |                     |                     |                     | 5              |
| Bis(2-chloroethyl)ether                        |                     |                     |                     |                     | 10             |
| Bis(2-ethylhexyl)phthalate                     |                     |                     |                     |                     | 10             |
| Bromodichloromethane<br>[Dichlorobromomethane] |                     |                     |                     |                     | 10             |
| Bromoform                                      |                     |                     |                     |                     | 10             |
| Carbon tetrachloride                           |                     |                     |                     |                     | 2              |
| Chlorobenzene                                  |                     |                     |                     |                     | 10             |
| Chlorodibromomethane<br>[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<br>[1,3-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| o-Dichlorobenzene<br>[1,2-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| p-Dichlorobenzene<br>[1,4-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| 3,3'-Dichlorobenzidine                         |                     |                     |                     |                     | 5              |
| 1,2-Dichloroethane                             |                     |                     |                     |                     | 10             |

| Pollutant                                      | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|--|---------------------|---------------------|---------------------|---------------------|----------------|
| 1,1-Dichloroethene<br>[1,1-Dichloroethylene]   |                     |                     |                     |                     | 10             |
| Dichloromethane<br>[Methylene chloride]        |                     |                     |                     |                     | 20             |
| 1,2-Dichloropropane                            |                     |                     |                     |                     | 10             |
| 1,3-Dichloropropene<br>[1,3-Dichloropropylene] |                     |                     |                     |                     | 10             |
| 2,4-Dimethylphenol                             | See                 | Attachment          | N:<br>Sample        | Data                | 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)<br>(**)       |                     |                     |                     |                     | 0.2            |
| Pyridine                                       |                     |                     |                     |                     | 20             |
| 1,2,4,5-Tetrachlorobenzene                     |                     |                     |                     |                     | 20             |
| 1,1,2,2-Tetrachloroethane                      |                     |                     |                     |                     | 10             |
| Tetrachloroethene<br>[Tetrachloroethylene]     |                     |                     |                     |                     | 10             |
| Toluene  |                     |                     |                     |                     | 10             |
| 1,1,1-Trichloroethane                          |                     |                     |                     |                     | 10             |
| 1,1,2-Trichloroethane                          |                     |                     |                     |                     | 10             |
| Trichloroethene<br>[Trichloroethylene]         |                     |                     |                     |                     | 10             |



| Pollutant                    | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|------------------------------|---------------------|---------------------|---------------------|---------------------|----------------|
| 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.: **Click to enter text.**

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                     | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(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           |
| Diuron                        |                     |                     |                     |                     | 0.090          |
| Endosulfan I ( <i>alpha</i> ) |                     |                     |                     |                     | 0.01           |

| Pollutant   | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|---|---------------------|---------------------|---------------------|---------------------|----------------|
| Endosulfan II ( <i>beta</i> )                       |                     |                     |                     |                     | 0.02           |
| Endosulfan sulfate                                  |                     |                     |                     |                     | 0.1            |
| Endrin  |                     |                     |                     |                     | 0.02           |
| Guthion<br>[Azinphos methyl]                        |                     |                     |                     |                     | 0.1            |
| Heptachlor  |                     |                     |                     |                     | 0.01           |
| Heptachlor epoxide                                  |                     |                     |                     |                     | 0.01           |
| Hexachlorocyclohexane<br>( <i>alpha</i> )           |                     |                     |                     |                     | 0.05           |
| Hexachlorocyclohexane<br>( <i>beta</i> )            |                     |                     |                     |                     | 0.05           |
| Hexachlorocyclohexane<br>( <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.: [Click to enter text.](#)

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 type="checkbox"/> |                 |                 |                 |                 | 400         |
| Color (PCU)                   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | —           |
| Nitrate-Nitrite (as N)        | <input type="checkbox"/> | <input type="checkbox"/> | See             | Attachment      | N: Sample       | Data            | —           |
| Sulfide (as S)                | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | —           |
| Sulfite (as SO <sub>3</sub> ) | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | —           |
| Surfactants                   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | —           |
| Boron, total                  | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 20          |
| Cobalt, total                 | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 0.3         |
| Iron, total                   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 7           |
| Magnesium, total              | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 20          |
| Manganese, total              | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 0.5         |
| Molybdenum, total             | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 1           |
| Tin, total                    | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 5           |
| Titanium, total               | <input type="checkbox"/> | <input 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 checked="" 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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(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<br>[Bromodichloromethane]           |                     |                     |                     |                     | 10            |
| 1,1-Dichloroethane                                       |                     |                     |                     |                     | 10            |
| 1,2-Dichloroethane                                       |                     |                     |                     |                     | 10            |
| 1,1-Dichloroethylene<br>[1,1-Dichloroethene]             |                     |                     |                     |                     | 10            |
| 1,2-Dichloropropane                                      |                     |                     |                     |                     | 10            |
| 1,3-Dichloropropylene<br>[1,3-Dichloropropene]           |                     |                     |                     |                     | 10            |
| Ethylbenzene   |                     |                     |                     |                     | 10            |
| Methyl bromide [Bromomethane]                            |                     |                     |                     |                     | 50            |
| Methyl chloride [Chloromethane]                          |                     |                     |                     |                     | 50            |
| Methylene chloride<br>[Dichloromethane]                  |                     |                     |                     |                     | 20            |
| 1,1,2,2-Tetrachloroethane                                |                     |                     |                     |                     | 10            |
| Tetrachloroethylene<br>[Tetrachloroethene]               |                     |                     |                     |                     | 10            |
| Toluene  |                     |                     |                     |                     | 10            |
| 1,2-Trans-dichloroethylene<br>[1,2-Trans-dichloroethene] |                     |                     |                     |                     | 10            |
| 1,1,1-Trichloroethane                                    |                     |                     |                     |                     | 10            |

| Pollutant                              | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| 1,1,2-Trichloroethane                  |                     |                     |                     |                     | 10            |
| Trichloroethylene<br>[Trichloroethene] |                     |                     |                     |                     | 10            |
| Vinyl chloride                         |                     |                     |                     |                     | 10            |

\* Indicate units if different from µg/L.

Table 9 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant             | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                       | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|---|---------------------|---------------------|---------------------|---------------------|---------------|
| Acenaphthene                                    |                     |                     |                     |                     | 10            |
| Acenaphthylene                                  |                     |                     |                     |                     | 10            |
| Anthracene                                      |                     |                     |                     |                     | 10            |
| Benzidine                                       |                     |                     |                     |                     | 50            |
| Benzo(a)anthracene                              |                     |                     |                     |                     | 5             |
| Benzo(a)pyrene                                  |                     |                     |                     |                     | 5             |
| 3,4-Benzofluoranthene<br>[Benzo(b)fluoranthene] |                     |                     |                     |                     | 10            |
| Benzo(ghi)perylene                              |                     |                     |                     |                     | 20            |
| Benzo(k)fluoranthene                            |                     |                     |                     |                     | 5             |
| Bis(2-chloroethoxy)methane                      |                     |                     |                     |                     | 10            |
| Bis(2-chloroethyl)ether                         |                     |                     |                     |                     | 10            |
| Bis(2-chloroisopropyl)ether                     |                     |                     |                     |                     | 10            |

| Pollutant                                  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| 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<br>[o-Dichlorobenzene] |                     |                     |                     |                     | 10            |
| 1,3-Dichlorobenzene<br>[m-Dichlorobenzene] |                     |                     |                     |                     | 10            |
| 1,4-Dichlorobenzene<br>[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<br>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            |
| N-Nitrosodi-n-propylamine                  |                     |                     |                     |                     | 20            |
| N-Nitrosodiphenylamine                     |                     |                     |                     |                     | 20            |
| Phenanthrene                               |                     |                     |                     |                     | 10            |



| Pollutant              | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|------------------------|---------------------|---------------------|---------------------|---------------------|---------------|
| Pyrene                 |                     |                     |                     |                     | 10            |
| 1,2,4-Trichlorobenzene |                     |                     |                     |                     | 10            |

\* Indicate units if different from µg/L.

Table 11 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| Aldrin                                     |                     |                     |                     |                     | 0.01          |
| alpha-BHC<br>[alpha-Hexachlorocyclohexane] |                     |                     |                     |                     | 0.05          |
| beta-BHC<br>[beta-Hexachlorocyclohexane]   |                     |                     |                     |                     | 0.05          |
| gamma-BHC<br>[gamma-Hexachlorocyclohexane] |                     |                     |                     |                     | 0.05          |
| delta-BHC<br>[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           |
| 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: [Click to enter text.](#)

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: [Click to enter text.](#)

If **yes** to either Items a **or** b, complete Table 12 as instructed.

Table 12 for Outfall No.: [Click to enter text.](#) 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        |
| 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        |

| Compound | Toxicity Equivalent Factors | Wastewater Concentration (ppq) | Wastewater Toxicity Equivalents (ppq) | Sludge Concentration (ppt) | Sludge Toxicity Equivalents (ppt) | MAL (ppq) |
|----------|-----------------------------|--------------------------------|---------------------------------------|----------------------------|-----------------------------------|-----------|
| 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.: [Click to enter text.](#) 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 3.0: LAND APPLICATION OF EFFLUENT

This worksheet **is required** for all applications for a permit to disposal of wastewater by land application (i.e., TLAP)).

## Item 1. Type of Disposal System (Instructions, Page 69)

Check the box next to the type of land disposal requested by this application:

- |  |   |
|--|---|
| <input type="checkbox"/> Irrigation              | <input type="checkbox"/> Subsurface application                               |
| <input type="checkbox"/> Evaporation             | <input type="checkbox"/> Subsurface soils absorption                          |
| <input type="checkbox"/> Evapotranspiration beds | <input type="checkbox"/> Surface application                                  |
| <input type="checkbox"/> Drip irrigation system  | <input type="checkbox"/> Other, specify: <a href="#">Click to enter text.</a> |

## Item 2. Land Application Area (Instructions, Page 69)

### Land Application Area Information

| Effluent Application<br>(gallons/day) | Irrigation Acreage<br>(acres) | Describe land use &<br>indicate type(s) of crop(s) | Public Access?<br>(Y/N) |
|---------------------------------------|-------------------------------|--|-------------------------|
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |

## Item 3. Annual Cropping Plan (Instructions, Page 69)

Attach the required cropping plan that includes each of the following:

- Cool and warm season plant species
- Breakdown of acreage and percent of total acreage for each crop
- Crop growing season
- Harvesting method/number of harvests
- Minimum/maximum harvest height
- Crop yield goals
- Soils map
- Nitrogen requirements per crop
- Additional fertilizer requirements
- Supplemental watering requirements
- Crop salt tolerances
- Justification for not removing existing vegetation to be irrigated

**Attachment:**

## Item 4. Well and Map Information (Instructions, Page 70)

- a. Check each box to confirm the required information is shown and labeled on the attached USGS map:

- ☐ The exact boundaries of the land application area
- ☐ On-site buildings
- ☐ Waste-disposal or treatment facilities
- ☐ Effluent storage and tailwater control facilities
- ☐ Buffer zones
- ☐ All surface waters in the state onsite and within 500 feet of the property boundaries
- ☐ All water wells within ½-mile of the disposal site, wastewater ponds, or property boundaries
- ☐ All springs and seeps onsite and within 500 feet of the property boundaries

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

- b. List and cross reference all water wells located on or within 500 feet of the disposal site, wastewater ponds, or property boundaries in the following table. Attach additional pages as necessary to include all of the wells.

**Well and Map Information Table**

| Well ID | Well Use | Producing?<br>Y/N/U | Open, cased, capped,<br>or plugged? | Proposed Best<br>Management Practice |
|---------|----------|---------------------|-------------------------------------|--------------------------------------|
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |

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

- c. Groundwater monitoring wells or lysimeters are/will be installed around the land application site or wastewater ponds.

☐ Yes      ☐ No

If **yes**, provide the existing/proposed location of the monitoring wells or lysimeters on the site map attached for Item 4.a. Additionally, attach information on the depth of the wells or lysimeters, sampling schedule, and monitoring parameters for TCEQ review, possible modification, and approval.

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

- d. Attach a short groundwater technical report using *30 TAC § 309.20(a)(4)* as guidance.

Attachment:

## Item 5. Soil Map and Soil Information (Instructions, Page 71)

Check each box to confirm that the following information is attached:

- ☐ USDA NRCS Soil Survey Map depicting the area to be used for land application with the locations identified by fields and crops.
- ☐ Breakdown of acreage and percent of total acreage for each soil type.
- ☐ Copies of laboratory soil analyses. **Attachment:** [Click to enter text.](#)

### Item 6. Effluent Monitoring Data (Instructions, Page 72)

- a. Completion of Table 14 **is required** for all **renewal** and **major amendment** applications. Complete the table with monitoring data for the previous two years for all parameters regulated in the current permit. An additional table has been provided with blank headers for parameters regulated in the current permit which are not listed in Table 14.

Table 14 for Outfall No.:  Samples are (check one): ☐ Composite ☐ Grab

[illegible]



## Item 7. Pollutant Analysis (Instructions, Page 72)

- 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): [Click to enter text.](#)
- ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- Complete Tables 15 and 16.

Table 15 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                     | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|---|--------------------|--------------------|--------------------|--------------------|
| BOD (5-day)                                   |                    |                    |                    |                    |
| CBOD (5-day)                                  |                    |                    |                    |                    |
| Chemical oxygen demand                        |                    |                    |                    |                    |
| Total organic carbon                          |                    |                    |                    |                    |
| Dissolved oxygen                              |                    |                    |                    |                    |
| Ammonia nitrogen                              |                    |                    |                    |                    |
| Total suspended solids                        |                    |                    |                    |                    |
| Nitrate nitrogen                              |                    |                    |                    |                    |
| Total organic nitrogen                        |                    |                    |                    |                    |
| Total phosphorus                              |                    |                    |                    |                    |
| Oil and grease                                |                    |                    |                    |                    |
| Total residual chlorine                       |                    |                    |                    |                    |
| Total dissolved solids                        |                    |                    |                    |                    |
| Sulfate                                       |                    |                    |                    |                    |
| Chloride                                      |                    |                    |                    |                    |
| Fluoride                                      |                    |                    |                    |                    |
| Total alkalinity (mg/L as CaCO <sub>3</sub> ) |                    |                    |                    |                    |
| Temperature (°F)                              |                    |                    |                    |                    |
| pH (standard units)                           |                    |                    |                    |                    |

Table 16 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant        | Sample 1<br>(µg/L) | Sample 2<br>(µg/L) | Sample 3<br>(µg/L) | Sample 4<br>(µg/L) | MAL (µg/L) |
|------------------|--------------------|--------------------|--------------------|--------------------|------------|
| Aluminum, total  |                    |                    |                    |                    | 2.5        |
| Antimony, total  |                    |                    |                    |                    | 5          |
| Arsenic, total   |                    |                    |                    |                    | 0.5        |
| Barium, total    |                    |                    |                    |                    | 3          |
| Beryllium, total |                    |                    |                    |                    | 0.5        |



| <b>Pollutant</b>     | <b>Sample 1<br/>(µg/L)</b> | <b>Sample 2<br/>(µg/L)</b> | <b>Sample 3<br/>(µg/L)</b> | <b>Sample 4<br/>(µg/L)</b> | <b>MAL (µg/L)</b> |
|----------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------------|
| Cadmium, total       |                            |                            |                            |                            | 1                 |
| Chromium, total      |                            |                            |                            |                            | 3                 |
| Chromium, hexavalent |                            |                            |                            |                            | 3                 |
| Chromium, trivalent  |                            |                            |                            |                            | N/A               |
| Copper, total        |                            |                            |                            |                            | 2                 |
| Cyanide, available   |                            |                            |                            |                            | 2/10              |
| Lead, total          |                            |                            |                            |                            | 0.5               |
| Mercury, total       |                            |                            |                            |                            | 0.005/0.0005      |
| Nickel, total        |                            |                            |                            |                            | 2                 |
| Selenium, total      |                            |                            |                            |                            | 5                 |
| Silver, total        |                            |                            |                            |                            | 0.5               |
| Thallium, total      |                            |                            |                            |                            | 0.5               |
| Zinc, total          |                            |                            |                            |                            | 5.0               |

# 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: [Click to enter text.](#)
2. The distance and direction from the outfall to the drinking water supply intake: [Click to enter text.](#)

- 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: Rock Creek – 001-004M/R; 006-009M/R
- 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: White Oak Creek
- 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: Intermittent streams. At dry periods of the year there is no water

Date and time of observation: January 2025

- 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 checked="" type="checkbox"/> agricultural runoff | <input type="checkbox"/> septic tanks   |
| <input type="checkbox"/> upstream discharges            | <input type="checkbox"/> other, specify: <a href="#">Click to enter text.</a> |

- b. Uses of water body observed or evidence of such uses (check all that apply):

|  |   |
|--|---|
| <input checked="" 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: <a href="#">Click to enter text.</a> |

- 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



Attachment A

Copy of Application Submittal Fee

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

## TCEQ ePay Receipt

### Transaction Information

**Trace Number:** 582EA000648610  
**Date:** 02/03/2025 10:55 AM  
**Payment Method:** CC - Authorization 0000069004  
**ePay Actor:** BRYANT LE  
**TCEQ Amount:** \$1,215.00  
**Texas.gov Price::** \$1,242.59\*

\* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

### Payment Contact Information

**Name:** TISH GOODSPEED  
**Company:** LUMINANT MINING COMPANY LLC  
**Address:** 6555 SIERRA DRIVE, IRVING, TX 75039  
**Phone:** 214-875-8654

### Cart Items

| Voucher | Fee Description  | AR Number           | Amount            |
|---------|--|---------------------|-------------------|
| 746274  | WW PERMIT - MINOR FACILITY SUBJECT TO 40 CFR 400-471 - RENEWAL |                     | \$1,200.00        |
| 746275  | 30 TAC 305.53B WQ RENEWAL NOTIFICATION FEE                     |                     | \$15.00           |
|         |  | <b>TCEQ Amount:</b> | <b>\$1,215.00</b> |

Attachment B

Core Data Form

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000





# 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

|   |   |   |
|---|---|---|
| <b>1. Reason for Submission</b> (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                          |
| <b>2. Customer Reference Number</b> (if issued)   | <a href="#">Follow this link to search for CN or RN numbers in Central Registry**</a> | <b>3. Regulated Entity Reference Number</b> (if issued) |
| CN 603263773  |   | RN 102806189  |

## SECTION II: Customer Information

|   |  |  |  |   |  |
|---|--|--|--|---|--|
| <b>4. General Customer Information</b>  |  | <b>5. Effective Date for Customer Information Updates</b> (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>         |  |  |  |   |  |
| <b>6. Customer Legal Name</b> (If an individual, print last name first: eg: Doe, John)  |  |  |  | <i>If new Customer, enter previous Customer below:</i>              |  |
| Luminant Mining Company LLC   |  |  |  |   |  |
| <b>7. TX SOS/CPA Filing Number</b>  |  | <b>8. TX State Tax ID</b> (11 digits)                                  |  | <b>9. Federal Tax ID</b><br>(9 digits)                              | <b>10. DUNS Number</b> (if applicable)   |
| 800878300   |  | 17529678215  |  | 752967821   |  |
| <b>11. Type of Customer:</b>  |  | <input checked="" type="checkbox"/> Corporation                        |  | <input type="checkbox"/> Individual                                 | Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited |
| Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other |  | <input type="checkbox"/> Sole Proprietorship                           |  | <input type="checkbox"/> Other:                                     |  |
| <b>12. Number of Employees</b>  |  |  |  | <b>13. Independently Owned and Operated?</b>                        |  |
| <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 |  |
| <b>14. Customer Role</b> (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  |  |  |  |   |  |
| <b>15. Mailing Address:</b>   |  | 6555 Sierra Drive  |  |   |  |
| City  |  | Irving   |  | State   | TX   |
| ZIP   |  | 75039  |  | ZIP + 4   |  |
| <b>16. Country Mailing Information</b> (if outside USA)   |  |  |  | <b>17. E-Mail Address</b> (if applicable)                           |  |
|   |  |  |  | Renee.collins@luminant.com  |  |
| <b>18. Telephone Number</b>   |  | <b>19. Extension or Code</b>   |  | <b>20. Fax Number</b> (if applicable)                               |  |
|   |  |  |  |   |  |

|       |  |       |
|-------|--|-------|
| ( ) - |  | ( ) - |
|-------|--|-------|

# SECTION III: Regulated Entity Information

|  |  |         |  |       |  |     |  |         |  |
|--|--|---------|--|-------|--|-----|--|---------|--|
| <b>21. General Regulated Entity Information</b> <i>(If 'New Regulated Entity' is selected, a new permit application is also required.)</i>                             |  |         |  |       |  |     |  |         |  |
| <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>      |  |         |  |       |  |     |  |         |  |
| <b>22. Regulated Entity Name</b> <i>(Enter name of the site where the regulated action is taking place.)</i>   |  |         |  |       |  |     |  |         |  |
| Monticello-Thermo Lignite Mining Area  |  |         |  |       |  |     |  |         |  |
| <b>23. Street Address of the Regulated Entity:</b><br><br><i>(No PO Boxes)</i>   |  |         |  |       |  |     |  |         |  |
|  |  |         |  |       |  |     |  |         |  |
|  |  | City    |  | State |  | ZIP |  | ZIP + 4 |  |
| <b>24. County</b>  |  | Hopkins |  |       |  |     |  |         |  |

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

|  |  |  |   |                              |    |  |  |                         |  |         |  |
|--|--|--|---|------------------------------|----|--|--|-------------------------|--|---------|--|
| <b>25. Description to Physical Location:</b>   |  | Entrance to facility is at intersection of FM 1870 and CR 2309 |   |                              |    |  |  |                         |  |         |  |
| <b>26. Nearest City</b>  |  |  |   |                              |    | <b>State</b>                                     |  | <b>Nearest ZIP Code</b> |  |         |  |
| Sulphur Springs  |  |  |   |                              |    | TX   |  | 75482                   |  |         |  |
| <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> |  |  |   |                              |    |  |  |                         |  |         |  |
| <b>27. Latitude (N) In Decimal:</b>  |  |  |   |                              |    | <b>28. Longitude (W) In Decimal:</b>             |  |                         |  |         |  |
| Degrees  |  | Minutes  |   | Seconds                      |    | Degrees  |  | Minutes                 |  | Seconds |  |
| 33   |  | 05   |   | 49                           |    | 95   |  | 32                      |  | 56      |  |
| <b>29. Primary SIC Code</b><br>(4 digits)  |  |  | <b>30. Secondary SIC Code</b><br>(4 digits) |                              |    | <b>31. Primary NAICS Code</b><br>(5 or 6 digits) |  |                         | <b>32. Secondary NAICS Code</b><br>(5 or 6 digits) |         |  |
| 1221   |  |  |   |                              |    | 212111   |  |                         |  |         |  |
| <b>33. What is the Primary Business of this entity?</b> <i>(Do not repeat the SIC or NAICS description.)</i>   |  |  |   |                              |    |  |  |                         |  |         |  |
| Lignite Coal Mining  |  |  |   |                              |    |  |  |                         |  |         |  |
| <b>34. Mailing Address:</b>  |  | Luminant Mining Company LLC c/o Environmental Services         |   |                              |    |  |  |                         |  |         |  |
|  |  | 6555 Sierra Drive  |   |                              |    |  |  |                         |  |         |  |
|  |  | City   | Irving                                      | State                        | TX | ZIP  | 75039  | ZIP + 4                 |  |         |  |
| <b>35. E-Mail Address:</b>   |  |  |   |                              |    |  |  |                         |  |         |  |
| <b>36. Telephone Number</b>  |  |  |   | <b>37. Extension or Code</b> |    |  | <b>38. Fax Number</b> <i>(if applicable)</i> |                         |  |         |  |
| ( ) -  |  |  |   |                              |    |  | ( ) -  |                         |  |         |  |

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


|  |  |   |  |   |
|--|--|---|--|---|
| <input type="checkbox"/> Dam Safety            | <input type="checkbox"/> Districts             | <input type="checkbox"/> Edwards Aquifer        | <input type="checkbox"/> Emissions Inventory Air | <input type="checkbox"/> Industrial Hazardous Waste |
|  |  |   |  |   |
| <input type="checkbox"/> Municipal Solid Waste | <input type="checkbox"/> New Source Review Air | <input type="checkbox"/> OSSF                   | <input type="checkbox"/> Petroleum Storage Tank  | <input type="checkbox"/> PWS                        |
|  |  |   |  |   |
| <input type="checkbox"/> Sludge                | <input 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:                     |
|  | TPDES 04122                                    |   |  |   |

## SECTION IV: Preparer Information

|                             |                      |                       |                           |
|-----------------------------|----------------------|-----------------------|---------------------------|
| <b>40. Name:</b>            | Bryant Le            | <b>41. Title:</b>     | Environmental Specialist  |
| <b>42. Telephone Number</b> | <b>43. Ext./Code</b> | <b>44. Fax Number</b> | <b>45. E-Mail Address</b> |
| ( 817 ) 901-0691            |                      | (   ) -               | bryant.le@vistracorp.com  |

## SECTION V: Authorized Signature

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

|                         |   |                   |                                     |
|-------------------------|---|-------------------|-------------------------------------|
| <b>Company:</b>         | Renee Collins   | <b>Job Title:</b> | Sr. Director Environmental Services |
| <b>Name (In Print):</b> | Renee Collins   | <b>Phone:</b>     | ( 214 ) 875- 8338                   |
| <b>Signature:</b>       |  | <b>Date:</b>      | 2/13/2025                           |



Vistra Corp.  
6555 Sierra Drive  
Irving, TX 75039

O 214-875-8996

Texas Commission on Environmental Quality  
12100 Park 35 Circle  
Austin, Texas 78753

**Re: Delegation of Administrative Authority for Vistra Corp.**

This letter confirms the signatory authority for environmental matters related to the subsidiary entities of Vistra Operations Company LLC, which is a subsidiary of Vistra Corp.

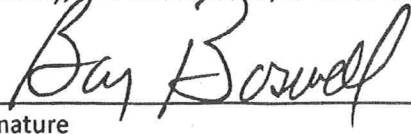
Vistra Operations Company LLC hereby authorizes Renee Collins, Senior Director – Environmental Services, to act in the following capacities as it relates to administrative issues related to the below listed subsidiaries: Authorized Responsible Official and Alternate Designated Representative; as well, Ms. Collins has signatory authority for all air, water and waste permitting activities, and for water rights and water quality regulatory submissions. Those subsidiaries for which Ms. Collins has signatory authority are: Luminant Mining Company LLC, Luminant Generation Company LLC, La Frontera Holdings, LLC, Sandow Power Company LLC, Oak Grove Management Company LLC, Coletto Creek Power, LLC, Brightside Solar, LLC, Emerald Grove, LLC, and Core Solar SPV I, LLC.

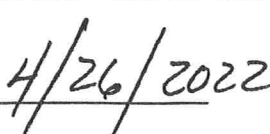
Vistra Operations Company LLC hereby authorizes Renee Collins, Senior Director – Environmental Services, to act in the following capacities as it relates to administrative issues related to the below listed Vistra Corp. subsidiaries: Duly Authorized Representative and Alternate Designated Representative; as well, Ms. Collins has signatory authority for all air, water and waste permitting activities, and for water rights and water quality regulatory submissions. Those subsidiaries for which Ms. Collins has signatory authority are: Ennis Power Company LLC, Hays Energy, LLC and Midlothian Energy, LLC.

Vistra Operations Company LLC hereby authorizes Renee Collins, Senior Director – Environmental Services, to act in the following capacities as it relates to administrative issues related to the below listed Vistra Corp. subsidiaries: Alternate Designated Representative; as well, Ms. Collins has signatory authority for all air, water and waste permitting activities, and for water rights and water quality regulatory submissions. Those subsidiaries for which Ms. Collins has signatory authority are: Wise County Power Company, LLC.

This delegation of authority is effective as of April 22, 2022, supersedes all previous delegations for this responsibility, and is valid until revoked or revised by Vistra Operations Company LLC.

*I, Barry Boswell, being Executive Vice President—Generation Operations and Services of Vistra Operations Company LLC, the parent company to each of the above listed entities, and designee in charge of business functions, policy or decision-making functions for solar, battery, and fossil operations, hereby delegate authority, as detailed herein, to Renee Collins, Senior Director – Environmental Services.*

  
Signature

  
Date

cc: David Mitchell – Senior Counsel

Attachment C

Plain Language Summary

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

# PLAIN LANGUAGE SUMMARY FOR TPDES OR TLAP PERMIT APPLICATIONS

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

Applicants should use this template to develop a plain language summary as required by [Title 30, Texas Administrative Code \(30 TAC\), Chapter 39, Subchapter H](#). Applicants may modify the template as necessary to accurately describe their facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how the applicant will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements.

If you are subject to the alternative language notice requirements in [30 TAC Section 39.426](#), **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

#### ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS

##### **Industrial** WASTEWATER/STORMWATER

*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 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.*

Luminant Mining Company LLC (CN603271016) operates Monitcello-Thermo Lignite Mining Area (RN103013892), a surface mining facility. The facility is located at State Highway (SH) 11 approximately 2.3 miles south east of the intersection of SH 11 and Interstate Highway (IH) 30, in , Hopkins County, Texas 75482. Wastewaters from this facility are discharged to ponds; thence to unnamed tributaries of Rock Creek and/or Rock Creek; thence to White Oak Creek; thence to the Sulphur/South Sulphur River in Segment 0303 of the Sulphur River Basin.

Discharges from the facility are expected to contain drainage, groundwater from mine pits and runoff from active and post-mine area. Wastewater produced at the facility consists of mine drainage, surface water runoff from active mining areas and post mine runoff and is treated by A polyelectrolyte may be added directly into the surface impoundments or metered into the influent stream to enhance the settlings of suspended solids, if necessary. The treated wastewater will be discharged to the receiving streams via appropriate outfalls.

**PLANTILLA EN ESPAÑOL PARA SOLICITUDES  
NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP**

**AGUAS RESIDUALES Industriales /AGUAS PLUVIALES**

*El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.*

Luminant Mining Company LLC (CN6032710016) opera Monticello-Thermo Lignite Mining Area RN103013892, una instalación de minería a cielo abierto. La instalación está ubicada en la autopista estatal (SH) 11, aproximadamente a 2,3 millas al sureste de la intersección de la SH 11 y la autopista interestatal (IH) 30, en el Condado de Hopkins, Texas 75482. Las aguas residuales de esta instalación se descargan en estanques; de allí a afluentes sin nombre de Rock Creek y/o Rock Creek; de allí a White Oak Creek; de allí al río Sulphur/South Sulphur en el segmento 0303 de la cuenca del río Sulphur.

Se espera que las descargas de la instalación contengan drenaje, agua subterránea de pozos mineros y agua de pozos de drenaje. Las aguas residuales producidas en la instalación consisten en drenaje de la mina, escorrentía de aguas superficiales de áreas mineras activas y escorrentía posterior a la minería y se tratan mediante sedimentación. Se puede agregar un polielectrolito directamente a los estanques de sedimentación de sólidos en suspensión. Algunos estanques de aguas residuales tienen sumideros de clarificación asociados que no reciben escorrentía directa, pero sirven para tratar lotes de aguas residuales que se bombean hacia ellos desde los estanques. Las aguas residuales tratadas serán vertidas al río receptor mediante emisarios adecuados.



## INSTRUCTIONS

1. Enter the name of applicant in this section. The applicant name should match the name associated with the customer number.
2. Enter the Customer Number in this section. Each Individual or Organization is issued a unique 11-digit identification number called a CN (e.g. CN123456789).
3. Choose “operates” in this section for existing facility applications or choose “proposes to operate” for new facility applications.
4. Enter the name of the facility in this section. The facility name should match the name associated with the regulated entity number.
5. Enter the Regulated Entity number in this section. Each site location is issued a unique 11-digit identification number called an RN (e.g. RN123456789).
6. Choose the appropriate article (a or an) to complete the sentence.
7. Enter a description of the facility in this section. For example: steam electric generating facility, nitrogenous fertilizer manufacturing facility, etc.
8. Choose “is” for an existing facility or “will be” for a new facility.
9. Enter the location of the facility in this section.
10. Enter the City nearest the facility in this section.
11. Enter the County nearest the facility in this section.
12. Enter the zip code for the facility address in this section.
13. Enter a summary of the application request in this section. For example: renewal to discharge 25,000 gallons per day of treated domestic wastewater, new application to discharge process wastewater and stormwater on an intermittent and flow-variable basis, or major amendment to reduce monitoring frequency for pH, etc. If more than one outfall is included in the application, provide applicable information for each individual outfall.
14. List all pollutants expected in the discharge from this facility in this section. If applicable, refer to the pollutants from any federal numeric effluent limitations that apply to your facility.
15. Enter the discharge types from your facility in this section (e.g., stormwater, process wastewater, once through cooling water, etc.)
16. Choose the appropriate verb tense to complete the sentence.
17. Enter a description of the wastewater treatment used at your facility. Include a description of each process, starting with initial treatment and finishing with the outfall/point of disposal. Use additional lines for individual discharge types if necessary.

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](mailto:WQ-ARPTeam@tceq.texas.gov) or by phone at (512) 239-4671.

## Example

### Individual Industrial Wastewater Application

*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 TAC 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.*

ABC Corporation (CN600000000) operates the Starr Power Station (RN10000000000), a two-unit gas-fired electric generating facility. Unit 1 has a generating capacity of 393 megawatts (MWs) and Unit 2 has a generating capacity of 528 MWs. The facility is located at 1356 Starr Street, near the City of Austin, Travis County, Texas 78753.

This application is for a renewal to discharge 870,000,000 gallons per day of once through cooling water, auxiliary cooling water, and also authorizes the following waste streams monitored inside the facility (internal outfalls) before it is mixed with the other wastewaters authorized for discharge via main Outfall 001, referred to as “previously monitored effluents” (low-volume wastewater, metal-cleaning waste, and stormwater (from diked oil storage area yards and storm drains)) via Outfall 001. Low-volume waste sources, metal-cleaning waste, and stormwater drains on a continuous and flow-variable basis via internal Outfall 101.

The discharge of once through cooling water via Outfall 001 and low-volume waste and metal-cleaning waste via Outfall 101 from this facility is subject to federal effluent limitation guidelines at 40 CFR Part 423. The pollutants expected from these discharges based on 40 CFR Part 423 are: free available chlorine, total residual chlorine, total suspended solids, oil and grease, total iron, total copper, and pH. Temperature is also expected from these discharges. Additional potential pollutants are included in the Industrial Wastewater Application Technical Report, Worksheet 2.0.

Cooling water and boiler make-up water are supplied by Lake Starr Reservoir. The City of Austin municipal water plant (CN600000000, PWS 00000) supplies the facility’s potable water and serves as an alternate source of boiler make-up water. Water from the Lake Starr Reservoir is withdrawn at the intake structure and treated with sodium hypochlorite to prevent biofouling and sodium bromide as a chlorine enhancer to improve efficacy and then passed through condensers and auxiliary equipment on a once-through basis to cool equipment and condense exhaust steam.

Low-volume wastewater from blowdown of boiler Units 1 and 2 and metal-cleaning wastes receive no treatment prior to discharge via Outfall 101. Plant floor and equipment drains and stormwater runoff from diked oil storage areas, yards, and storm drains are routed through an oil and water separator prior to discharge via Outfall 101. Domestic wastewater, blowdown, and backwash water from the service water filter, clarifier, and sand filter are routed to the Starr Creek Domestic Sewage Treatment Plant, TPDES Permit No. WQ0010000001, for treatment and disposal. Metal-cleaning waste from equipment cleaning is generally disposed of off-site.

Attachment D

Public Involvement Plan

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



Texas Commission on Environmental Quality

## Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

### Section 1. Preliminary Screening

- ☒ New Permit or Registration Application  
☐ New Activity – modification, registration, amendment, facility, etc. (see instructions)

**If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.**

### Section 2. Secondary Screening

- ☒ Requires public notice,  
☐ Considered to have significant public interest, and  
☒ Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.  
Stop after Section 2 and submit the form.**

- ☒ Public Involvement Plan not applicable to this application. Provide **brief** explanation.

A Public Involvement Plan may not be applicable for this application because there has been no prior public interest or issues related to previous TPDES permit renewals with the Texas Commission on Environmental Quality (TCEQ) or renewals of the Surface Mining Permit with Railroad Commission of Texas. The mine site currently is in the reclamation phase and there will not be an increase in wastewater that would impact the public that would warrant a formal public involvement plan other than what is required in the TPDES renewal process.

### Section 3. Application Information

#### Type of Application (check all that apply):

Air ☐ Initial ☐ Federal ☐ Amendment ☐ Standard Permit ☐ Title V  
Waste ☐ Municipal Solid Waste ☐ Industrial and Hazardous Waste ☐ Scrap Tire  
☐ Radioactive Material Licensing ☐ Underground Injection Control

#### Water Quality

☐ Texas Pollutant Discharge Elimination System (TPDES)  
☐ Texas Land Application Permit (TLAP)  
☐ State Only Concentrated Animal Feeding Operation (CAFO)  
☐ Water Treatment Plant Residuals Disposal Permit  
☐ Class B Biosolids Land Application Permit  
☐ Domestic Septage Land Application Registration

#### Water Rights New Permit

☐ New Appropriation of Water  
☐ New or existing reservoir

#### Amendment to an Existing Water Right

☐ Add a New Appropriation of Water  
☐ Add a New or Existing Reservoir  
☐ Major Amendment that could affect other water rights or the environment

### Section 4. Plain Language Summary

Provide a brief description of planned activities.

## Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

**Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.**

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

☐

City

☐

County

☐

Census Tract

- (a) Percent of people over 25 years of age who at least graduated from high school
- (b) Per capita income for population near the specified location
- (c) Percent of minority population and percent of population by race within the specified location
- (d) Percent of Linguistically Isolated Households by language within the specified location
- (e) Languages commonly spoken in area by percentage
- (f) Community and/or Stakeholder Groups
- (g) Historic public interest or involvement

## Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

☐ Yes ☐ No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

☐ Yes ☐ No

If Yes, please describe.

**If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.**

(c) Will you provide notice of this application in alternative languages?

☐ Yes ☐ No

**Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.**

If yes, how will you provide notice in alternative languages?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

☐ Yes ☐ No

(e) If a public meeting is held, will a translator be provided if requested?

☐ Yes ☐ No

(f) Hard copies of the application will be available at the following (check all that apply):

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
- ☐ Public Place (specify)

## Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

☐ Yes ☐ No

What types of notice will be provided?

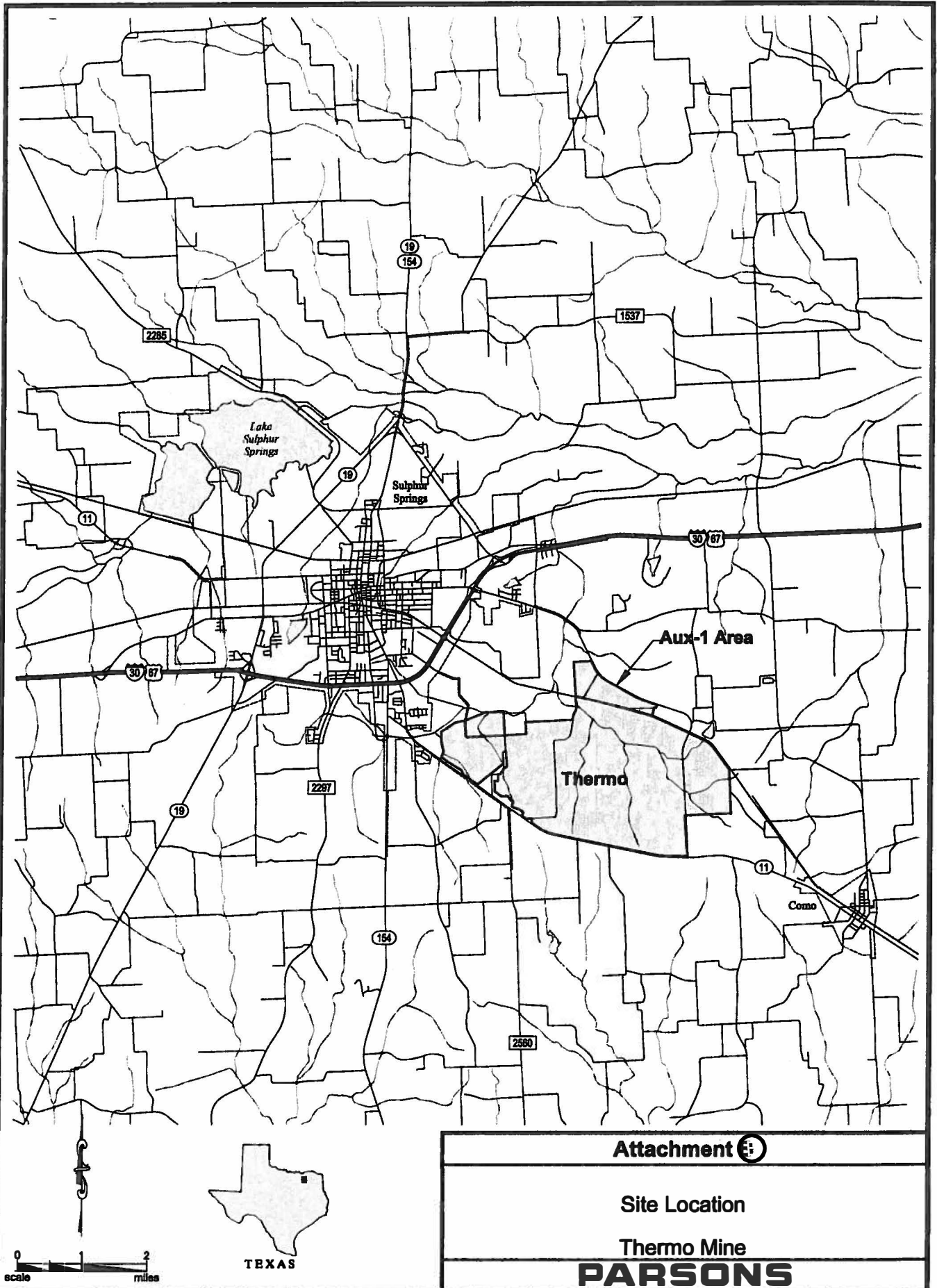
- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

Attachment E

Site Location Map

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000





Attachment 

Site Location

Thermo Mine

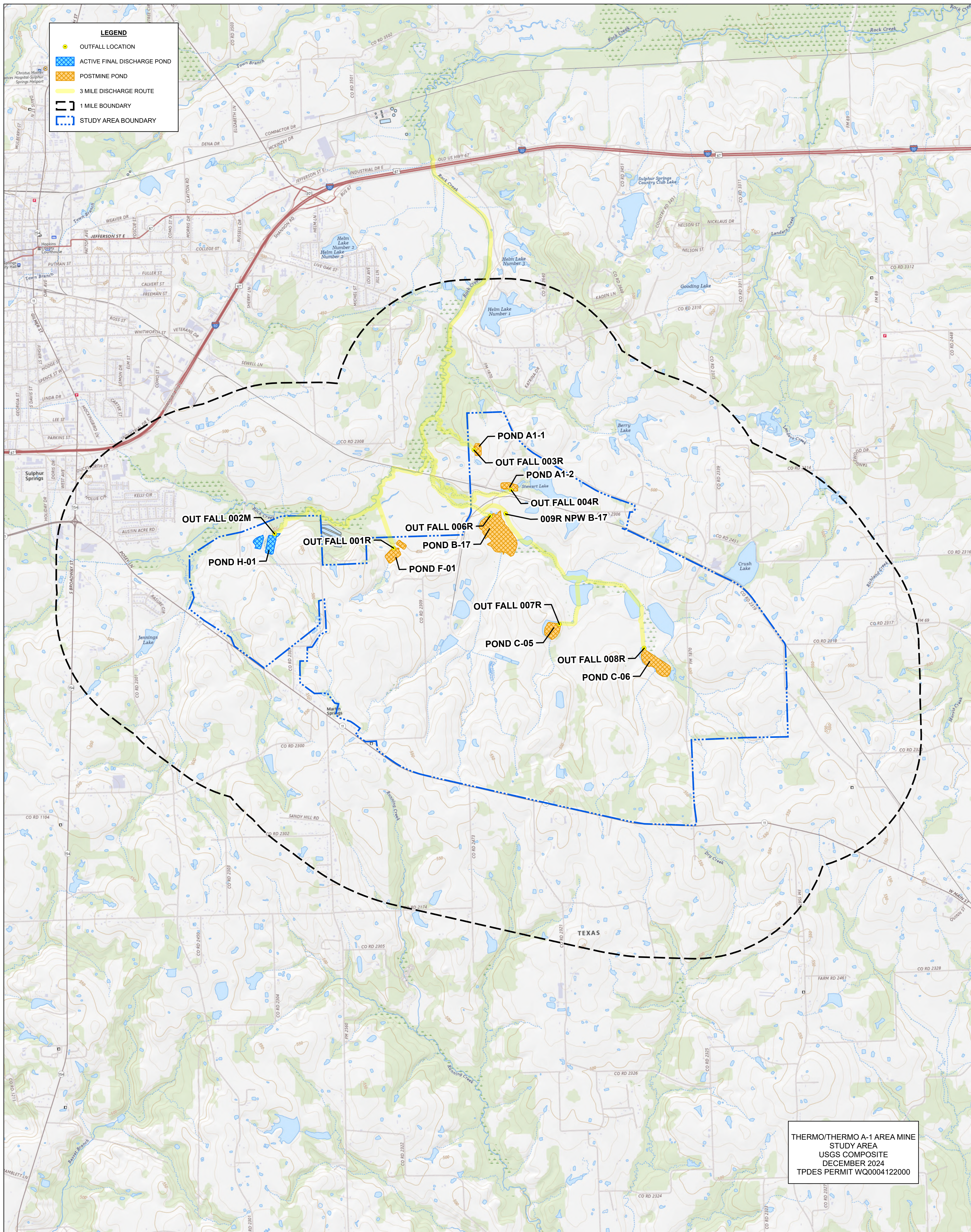
**PARSONS**

Attachment F

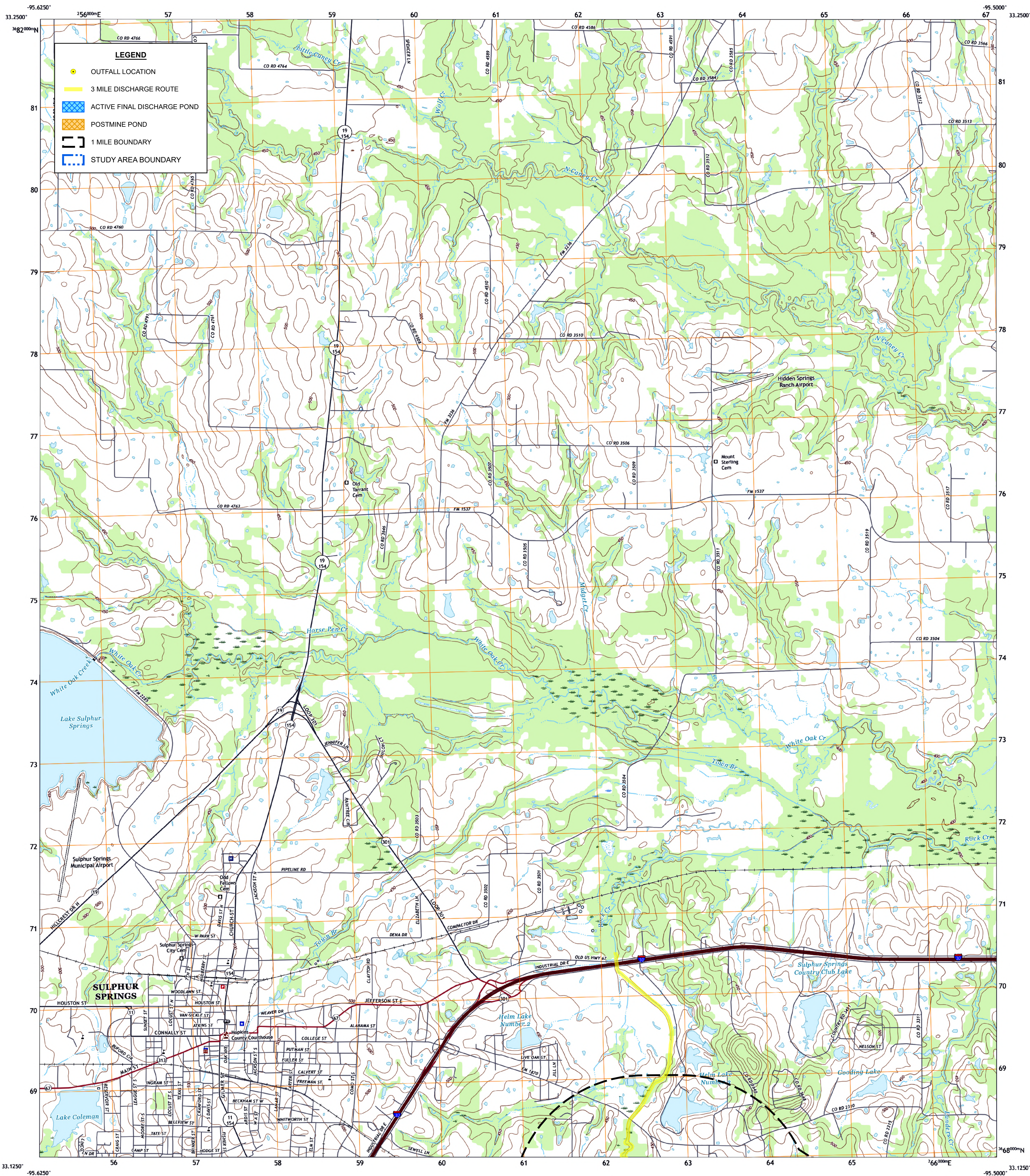
USGS Map and Composite Maps

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000





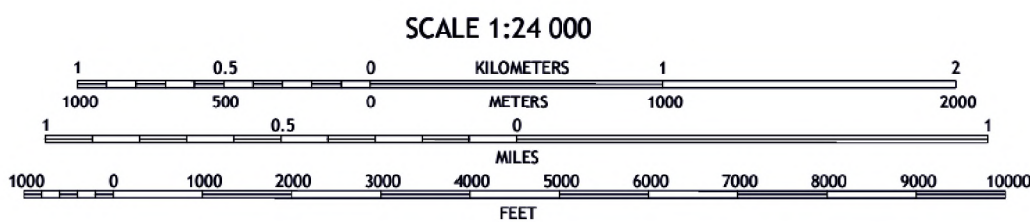
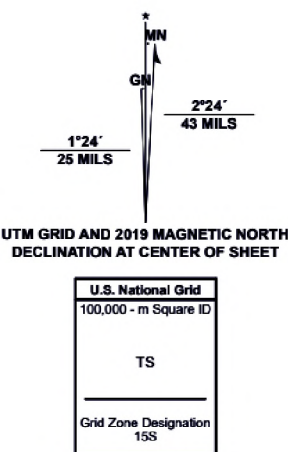




**Produced by the United States Geological Survey**

North American Datum of 1983 (NAD83). Projection and 1000-meter grid: Universal Transverse Mercator, Zone 15S. This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery: .....N.AIP, September 2016 - November 2016  
Roads: .....U.S. Census Bureau, 2015 - 2018  
Names: .....GNIS, 2008 - 2021  
Hydrography: .....National Hydrography Dataset, 2003 - 2018  
Contours: .....National Elevation Dataset, 2004  
Boundaries: .....Multiple sources; see metadata file 2019 - 2021  
Wetlands: .....FWS National Wetlands Inventory Not Available



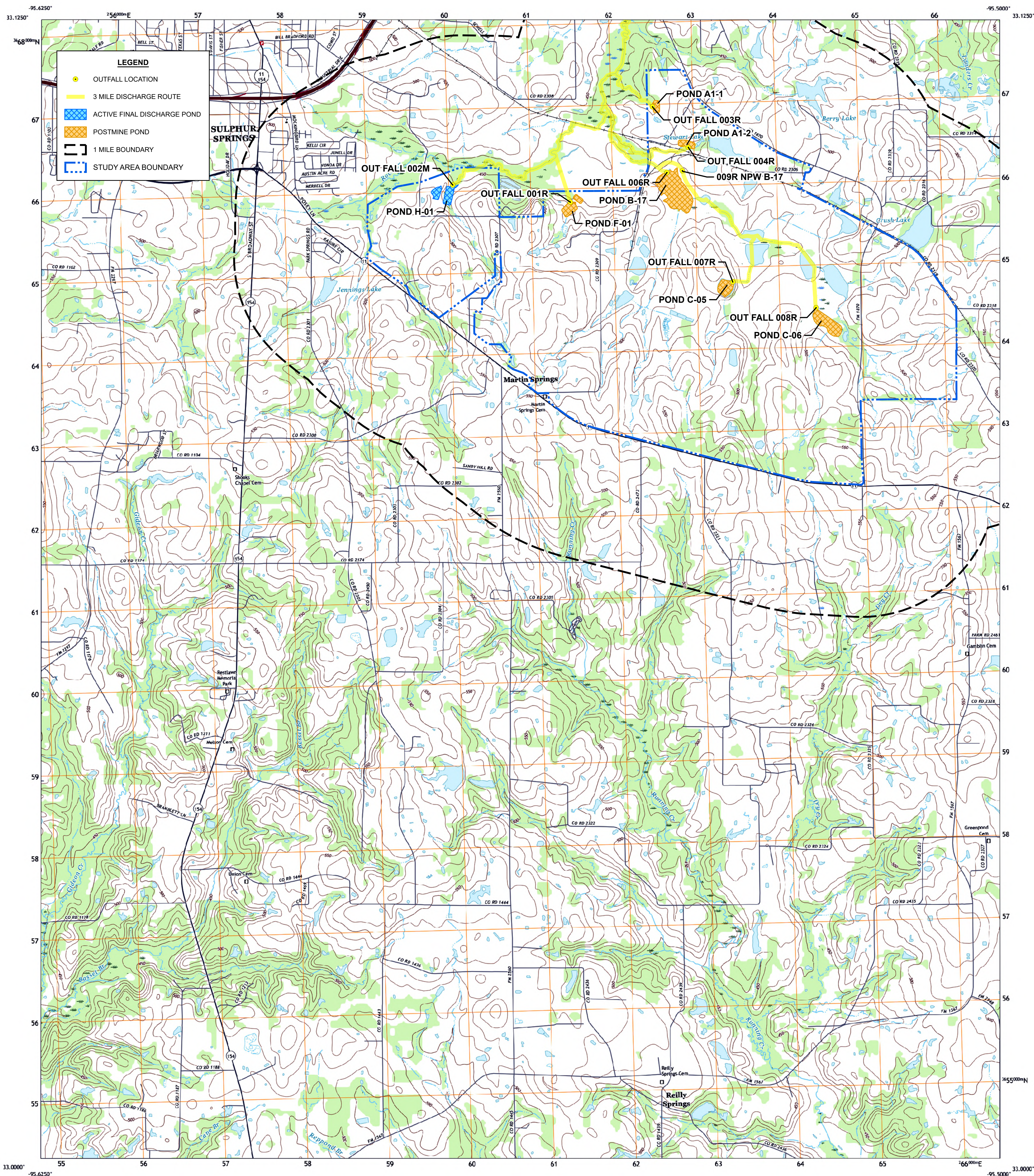
CONTOUR INTERVAL 10 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988  
This map was produced to conform with the National Geospatial Program US Topo Product Standard.



|   |   |   |                      |
|---|---|---|----------------------|
| 1 | 2 | 3 | 1 Cooper South       |
| 4 | 5 | 6 | 2 Tera               |
| 7 | 8 | 9 | 3 Sulphur Bluff      |
|   |   |   | 4 Gafford Chapel     |
|   |   |   | 5 Olike              |
|   |   |   | 6 Brathear           |
|   |   |   | 7 Sulphur Springs SE |
|   |   |   | 8 Como               |

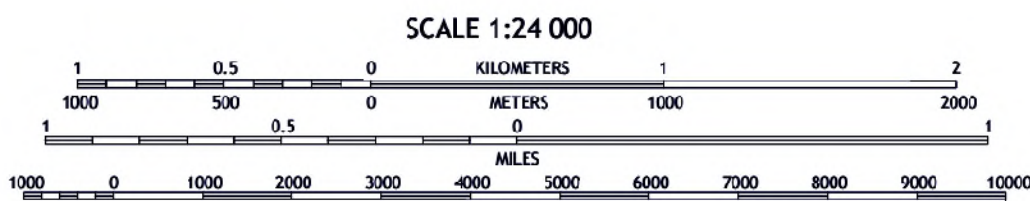
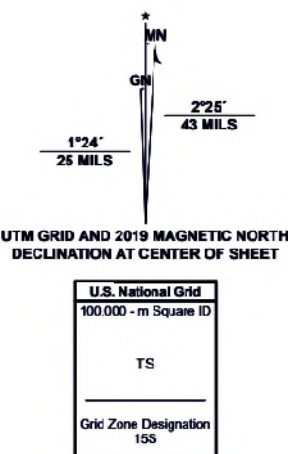
**THERMO MINE**  
D-1 (1 OF 3)  
TPDES PERMIT NO. WQ0004122000  
**SULPHUR SPRINGS, TX**  
2022





Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84) Projection and  
1 000-meter grid/Universal Transverse Mercator, Zone 15S  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Imagery.....NAIP, September 2016 - November 2016  
Roads.....U.S. Census Bureau, 2015 - 2018  
Names.....GNIS, 1979 - 2021  
Hydrography.....National Hydrography Dataset, 2003 - 2018  
Contours.....National Elevation Dataset, 2004  
Boundaries.....Multiple sources; see metadata file 2019 - 2021  
Wetlands.....FWS National Wetlands Inventory Not Available



CONTOUR INTERVAL 10 FEET  
NORTH AMERICAN DATUM OF 1983  
This map was produced to conform with the  
National Geospatial Program US Topo Product Standard.



|   |   |   |
|---|---|---|
| 1 | 2 | 3 |
| 4 | 5 | 6 |
| 7 | 8 | 9 |

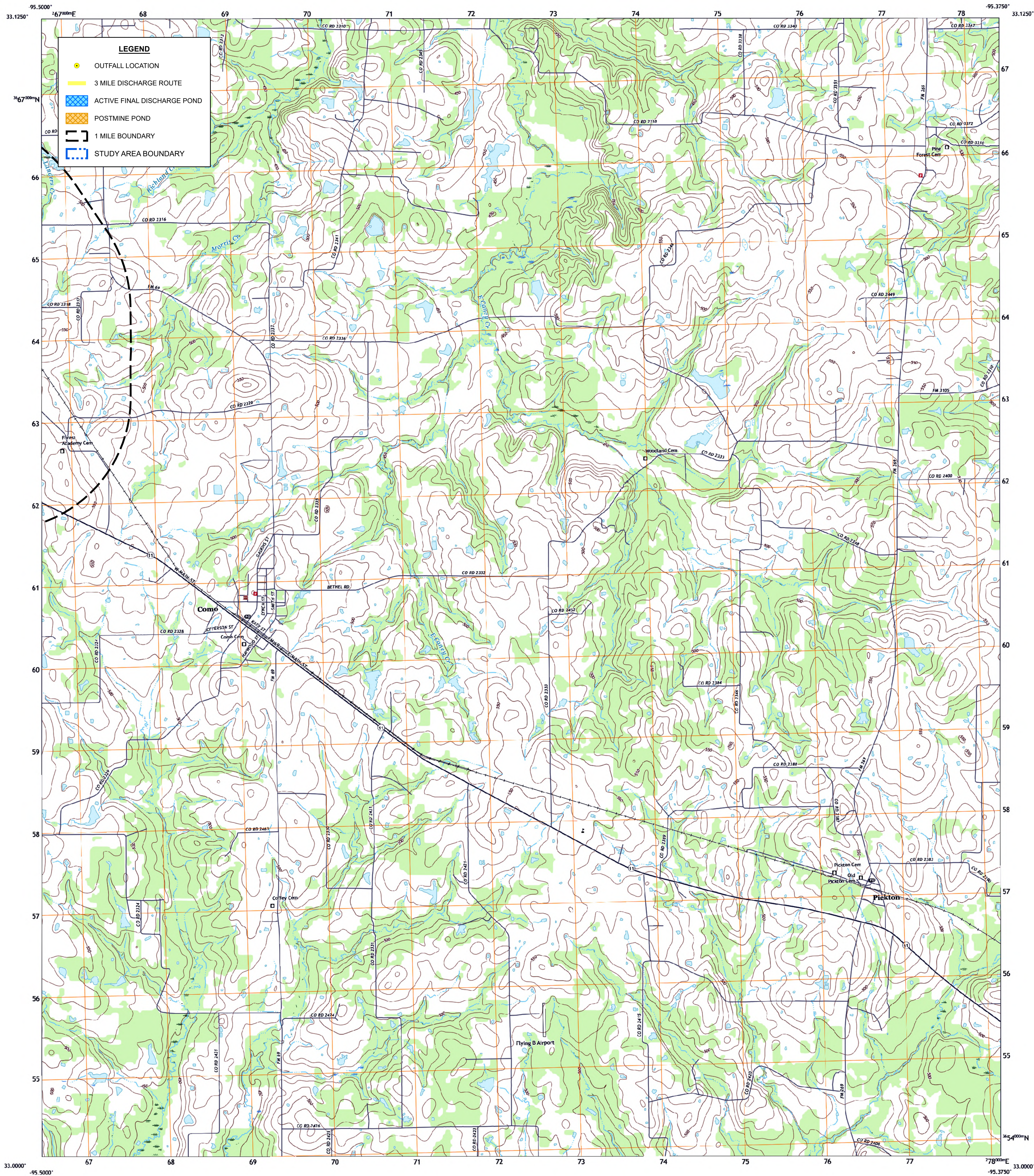
ADJOINING QUADRANGLES

**ROAD CLASSIFICATION**

Expressway  
Secondary Hwy  
Ramp  
Interstate Route  
Local Connector  
Local Road  
4WD  
US Route  
State Route

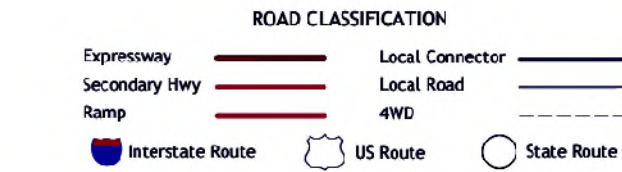
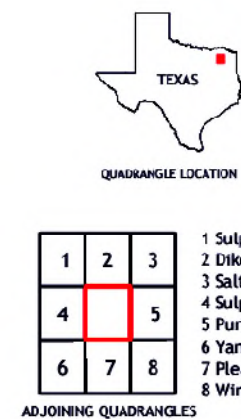
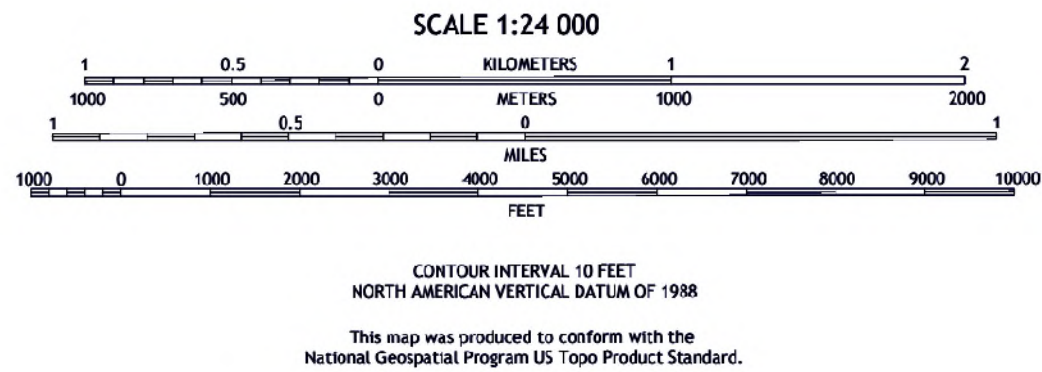
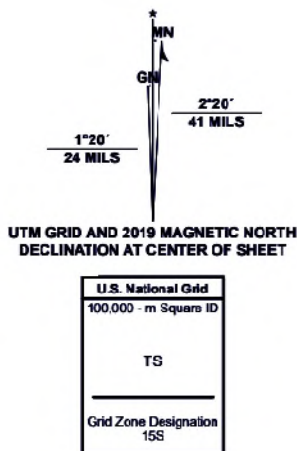
**THERMO MINE**  
D-2 (2 OF 3)  
TPDES PERMIT NO. WQ0004122000  
**SULPHUR SPRINGS SE, TX**  
2022





Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84). Projection and  
1 000-meter grid: Universal Transverse Mercator, Zone 15S  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Imagery:.....NAIP, September 2016 - November 2016  
Roads:.....U.S. Census Bureau, 2015 - 2018  
Names:.....GNS, 1979 - 2021  
Hydrography:.....National Hydrography Dataset, 2003 - 2018  
Contours:.....National Elevation Dataset, 2004  
Boundaries:.....Multiple sources; see metadata file 2019 - 2021  
Wetlands:.....FWS National Wetlands Inventory Not Available



**THERMO MINE**  
D-3 (3 OF 3)  
TPDES PERMIT NO. WQ0004122000

**COMO, TX**  
2022



Attachment G

Outfall Photos

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

**Luminant Mining Company LLC**  
**TPDES Renewal WQ00004122000**  
**Monticello-Thermo Lignite Mining Area**

**Thermo/Thermo A-1**



Pond H-01 (Outfall 002) looking upstream.





Pond H-01 (Outfall 002) looking downstream.



Pond A1-1 (Outfall 003) looking upstream.





Pond A1-1 (Outfall 003) looking downstream.



Pond B-17 (Outfall 006) looking upstream.





Pond B-17 (Outfall 006) looking downstream.

## Attachment H

### Outfall Locations

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

# Luminant Mining Company LLC

## Thermo Mine

TPDES PERMIT NO 04122  
Renewal January 2025

| <u>Outfall Name</u> | <u>TPDES Outfall No.</u> | <u>Outfall Type</u> | <u>Receiving Stream</u> | <u>Latitude</u> | <u>Longitude</u> | <u>Pond Type*</u> |                  |               |
|---------------------|--------------------------|---------------------|-------------------------|-----------------|------------------|-------------------|------------------|---------------|
|                     |                          |                     |                         |                 |                  | <u>Active</u>     | <u>Post Mine</u> | <u>Future</u> |
| H-01                | 002M                     | Active Mining       | Rock Creek              | 33° 06' 25"     | 95° 34' 22"      | X                 |                  |               |
| F-01                | 001R                     | Post Mine           | Rock Creek              | 33° 06' 18"     | 95° 33' 21"      |                   | X                |               |
| A1-1                | 003R                     | Post Mine           | Rock Creek              | 33° 06' 55"     | 95° 32' 40"      |                   | X                |               |
| A1-2                | 004R                     | Post Mine           | Rock Creek              | 33° 06' 41"     | 95° 32' 26"      |                   | X                |               |
| B-17                | 006R                     | Post Mine           | Rock Creek              | 33° 06' 29"     | 95° 32' 37"      |                   | X                |               |
| C-05                | 007R                     | Post Mine           | Rock Creek              | 33° 05' 44"     | 95° 32' 09"      |                   | X                |               |
| C-06                | 008R                     | Post Mine           | Rock Creek              | 33° 05' 36"     | 95° 31' 26"      |                   | X                |               |
| NPW B-17            | 009R                     | Post Mine           | Rock Creek              | 33° 06' 30"     | 95° 32' 28"      |                   | X                |               |

\* Pond type may switch between active and Post Mine depending on activities in watershed of outfall. Notification will be provided to TCEQ prior to change in status of any outfall.

Attachment I

Description of Wastewater Generating Process

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



# Luminant Mining Company LLC

## Monticello-Thermo Lignite Mining Area

### Description of Wastewater Generation Process

The Monticello-Thermo Lignite Mining Area is a surface mining facility owned and operated by Luminant Mining Company LLC (Luminant). The mining area is located on State Highway (SH) 11 approximately 2.3 miles south east of the intersection of SH 11 and Interstate Highway (IH) 30 in Hopkins County. Wastewaters from this facility are discharged to ponds; thence to unnamed tributaries of Rock Creek and/or Rock Creek; thence to White Oak Creek; thence to the Sulphur/South Sulphur River in Segment 0303 of the Sulphur River Basin.

Wastewater produced at the facility will consist of active mining area effluent and post mining area effluent. Wastewater generated by the facility will be collected, treated and discharged via 8 permitted outfalls. Each outfall will have a “M” designation when receiving active mining effluent and a “R” designation when receiving post-mine effluent. An outfall may switch back and forth between active (M) and post-mine (R) status depending on the activities within the watershed of the outfall. TCEQ will be notified prior to any change in status. The outfall types are as follows;

#### Active Mining (M)

Effluent from active mining areas includes mine pit water, surface water runoff from active mining areas, surface water runoff, groundwater seepage, and dewatering well water. Discharges associated with this outfall will be from active mining sedimentation ponds within the Rock Creek watershed. The primary method of treatment is sedimentation. A polyelectrolyte may be added directly to the wastewater ponds or metered into the influent streams to enhance the settling of suspended solids. Some wastewater ponds have an associated clarification sump which do not receive direct runoff but serve to treat batches of wastewaters pumped into them from the ponds. The treated wastewater will be discharged to the receiving stream via the appropriate outfall. Current and future active mining outfalls will be numbered 001M - 004M; 006M - 009M.

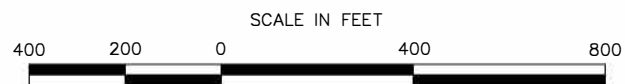
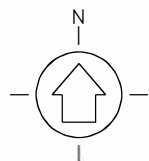
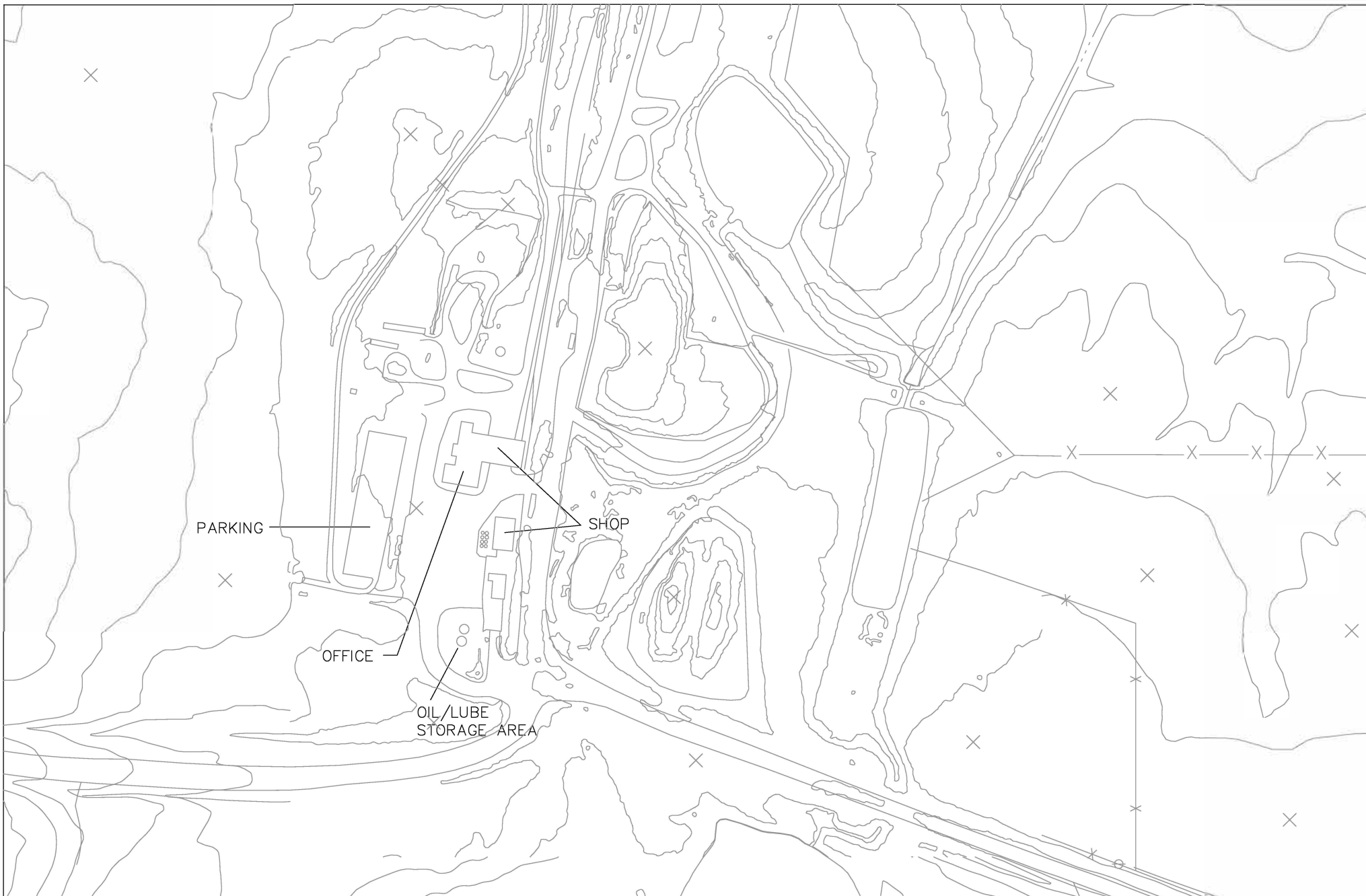
#### Post Mine/Reclamation (R)

Effluent is comprised of surface water runoff from post mining reclamation and previously monitored effluent from active mine areas are routed into wastewater ponds for treatment and disposal. The primary method of treatment will be sedimentation. A polyelectrolyte may be added directly to the wastewater ponds or metered into the influent streams to enhance the settling of suspended solids. Some wastewater ponds have an associated clarification sump which do not receive direct runoff but serve to treat batches of wastewaters pumped into them from the ponds. The treated wastewater will be discharged to the receiving stream via the appropriate outfall. Current and future reclamation outfalls will be numbered 001R - 004R; 006R - 009R.

Attachment J

Facility Map

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



# MONTICELLO — THERMO MINE LIGNITE MINING AREA

## FACILITY MAP

LUMINANT MINING COMPANY LLP

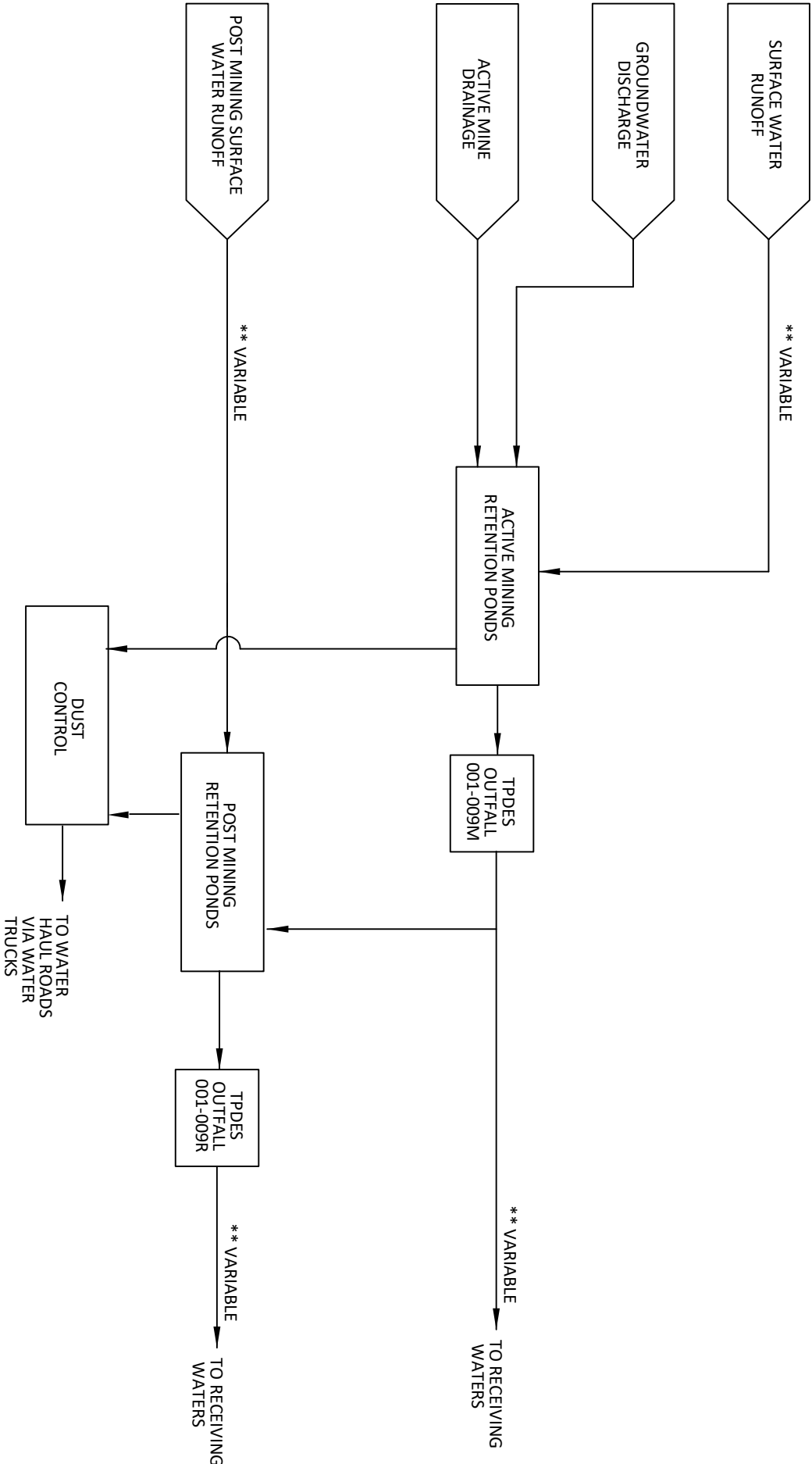
|                     |                    |                     |  |                  |
|---------------------|--------------------|---------------------|--|------------------|
| DRAWN BY:<br>COLDEN | APPROVAL:<br>B. Le | DATE:<br>12-05-2024 | DGN. NO.<br>Z:\JMJ\autocad\Thermo\Wastewater\FACILITY-LMA_5G.DWG | PLATE:<br>1 OF 1 |
|---------------------|--------------------|---------------------|--|------------------|

Attachment K

Water Flow Schematic

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

LUMINANT MINING COMPANY LLC  
MONTICELLO-THERMO LIGNITE MINING AREA  
WATER FLOW SCHEMATIC  
December 2024



\*\* FLOW IS VARIABLE BECAUSE OF CHANGES IN TOPOGRAPHY  
DUE TO MINING EVENTS, CHANGES IN THE NUMBER OF PONDS  
ASSOCIATED WITH THIS PROCESS WASTEWATER, AND THE  
CHANGES IN YEARLY PRECIPITATION.

Attachment L

Impoundment Information

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

|  | Thermo and Thermo A-1 Ponds |                |               |               |               |               |               |               |
|--|-----------------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|
|  | F-01                        | H-01           | A1-1          | A1-2          | B-17          | C-05          | C-06          | NPW B-17      |
| Outfall Type   | Post-Mine (R)               | Active Mine(M) | Post-Mine (R) | Post-Mine (R) | Post-Mine (R) | Post-Mine (R) | Post-Mine (R) | Post-Mine (R) |
| Latitude   | 33° 06' 18"                 | 33° 06' 25"    | 33° 06' 55"   | 33° 06' 41"   | 33° 06' 29"   | 33° 05' 44"   | 33° 05' 36"   | 33° 06' 30"   |
| Longitude  | 95° 33' 21"                 | 95° 34' 22"    | 95° 32' 40"   | 95° 32' 26"   | 95° 32' 37"   | 95° 32' 09"   | 95° 31' 26"   | 95° 32' 28"   |
| Receiving Stream   | Rock Cr                     | Rock Cr        | Rock Cr       | Rock Cr       | Rock Cr       | Rock Cr       | Rock Cr       | Rock Cr       |
| <b>Designation</b>                                       |                             |                |               |               |               |               |               |               |
| Use designation (T), (D), (C), or (E) <sup>(1)</sup>     | C, T, D                     | C, T, D        | C, T, D       | C, T, D       | C, T, D       | C, T, D       | C, T, D       | C, T, D       |
| <b>Discharge Point</b>                                   |                             |                |               |               |               |               |               |               |
| Outfall Number   | 001                         | 002            | 003           | 004           | 006           | 007           | 008           | 009           |
| <b>Liner Information</b>                                 |                             |                |               |               |               |               |               |               |
| Liner Type (C), (I), or (S) <sup>(2)</sup>               | None                        | None           | None          | None          | None          | None          | None          | None          |
| Alt. Liner Attachment Reference                          | None                        | None           | None          | None          | None          | None          | None          | None          |
| Leak Detection System, Y/N                               | No                          | No             | No            | No            | No            | No            | No            | No            |
| Groundwater Monitoring Wells, Y/N                        | No                          | No             | No            | No            | No            | No            | No            | No            |
| Pond bottom located above seasonal high water table, Y/N | No                          | No             | No            | No            | No            | No            | No            | No            |
| <b>Dimensions</b>  |                             |                |               |               |               |               |               |               |
| Length (feet)**  | 1,156                       | 750            | 480           | 680           | 1,875         | 594           | 1,375         |               |
| Width (feet)**   | 688                         | 310            | 260           | 250           | 1,000         | 563           | 563           |               |
| Depth from Water Surface (feet)                          | 14                          | 17             | 17            | 23            | 17            | 36            | 23            |               |
| Freeboard (feet)   | 1                           | 1.6            | 3.2           | 1             | 1             | 1             | 1             |               |
| Surface Area (acres)                                     | 6.4                         | 5.8            | 2.8           | 3.8           | 34.4          | 8.9           | 14            |               |
| Storage Capacity ( Million Gallons)                      | 21.80                       | 15.00          | 9.58          | 17.20         | 193.00        | 54.00         | 106.00        |               |
| 40 CFR Part 257, Subpart D, Y/N                          | No                          | No             | No            | No            | No            | No            | No            |               |
| Date of Construction                                     |                             |                |               |               |               |               |               |               |

Notes:

(1) C = Containment (Retention), T = Treatment, D = Disposal (Discharge)

(2) Ponds are used primarily as sediment control structures and are not lined

(3) NA = Not Available

\*\* The length and width of the ponds are estimated, given the ponds are not rectangular in shape.

Attachment M

Lab Entities and Accreditation

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



**Luminant Mining Company LLC  
Monticello-Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000  
Effluent Sampling and Analysis Sheet**

Pollutant analyses were performed by the following entities:

- a. Temperature, pH, Total Residual Chlorine (TRC), and Dissolved Oxygen Analyses were performed in the field by Benchmark personnel (contractor to Luminant Mining Co.) during the collection of the samples.
- b. Analytical Environmental Laboratory LLC, 8310 South Broadway Avenue, Tyler, TX 75703.  
(903) 336-0336

NELAP Certification No. T104704280-22-28.

Analytical Environmental Laboratory conducted Alkalinity, Aluminum, Ammonia, Antimony, Arsenic, Beryllium, Boron, Cobalt, Chloride, Fluoride, Iron, Lead, Manganese, Molybdenum, Selenium, Silver, Sulfate, Nitrate, Nitrite, Phosphorus, O&G, BOD, CBOD, PCBs, Color, Thallium, TDS, TKN, TOC, TON, TSS, Cyanide, Hexavalent Cr., Barium, Cadmium, Chromium, Copper, Mercury, Nickel, Zinc, Trivalent Chromium, Volatile compounds, Bromide, Nitrate, Nitrite, Nitrate + Nitrite, Magnesium, Sulfide, Tin, Titanium, Semi-volatile compounds.



Texas Commission on  
Environmental Quality

## Certificate of Accreditation



*Accreditation is hereby granted to*

**Analytical Environmental Laboratory, LLC**  
8310 South Broadway Avenue  
Tyler, TX 75703-5400

State Lab ID: T104704280  
Effective Date: 11/01/2024  
Expiration Date: 10/31/2025  
Certificate ID: TX-C24-00356

### Conditions of Accreditation

This laboratory has been found to conform with TCEQ rules and applicable standards for laboratory accreditation. The scope of accreditation is limited to the Fields of Accreditation (FoA) specifically listed on the subsequent page(s) of this certificate. Accreditation is for all version of a method approved per 40 CFR 136, 40 CFR 141, and/or 40 CFR 143. Continued accreditation requires ongoing compliance with all applicable standards and requirements.

Note: For the attached FoA table, matrices may include DW (drinking water), NPW (non-potable water), S (solid and chemical materials), A (air), and/or BT (biological tissue).

A handwritten signature in black ink, appearing to read "K Keel".

Issued By: Kelly Keel, Executive Director Texas Commission on Environmental Quality  
Date Issued: 11/01/2024

Laboratory Fields of Accreditation

| Matrix | Method                               | Method Code | Analyte   | Analyte Code | AB |
|--------|--------------------------------------|-------------|---|--------------|----|
| DW     | SM 9223 B (Coli <sub>herl</sub> -18) | 20214602    | Total coliforms and E. coli (P/A)                 | 2502         | TX |
| NPW    | EPA 1010                             | 10116606    | Ignitability                                      | 1780         | TX |
| NPW    | EPA 120.1                            | 10006403    | Conductivity                                      | 1610         | TX |
| NPW    | EPA 1311                             | 10118806    | Toxicity Characteristic Leaching Procedure (TCLP) | 1466         | TX |
| NPW    | EPA 1312                             | 10119003    | Synthetic Precipitation Leaching Procedure (SPLP) | 1460         | TX |
| NPW    | EPA 1664                             | 10127807    | n-Hexane Extractable Material (O&G)               | 1803         | TX |
| NPW    | EPA 200.7                            | 10013806    | Aluminum  | 1000         | TX |
| NPW    | EPA 200.7                            | 10013806    | Antimony  | 1005         | TX |
| NPW    | EPA 200.7                            | 10013806    | Arsenic   | 1010         | TX |
| NPW    | EPA 200.7                            | 10013806    | Barium  | 1015         | TX |
| NPW    | EPA 200.7                            | 10013806    | Beryllium   | 1020         | TX |
| NPW    | EPA 200.7                            | 10013806    | Boron   | 1025         | TX |
| NPW    | EPA 200.7                            | 10013806    | Cadmium   | 1030         | TX |
| NPW    | EPA 200.7                            | 10013806    | Calcium   | 1035         | TX |
| NPW    | EPA 200.7                            | 10013806    | Chromium  | 1040         | TX |
| NPW    | EPA 200.7                            | 10013806    | Cobalt  | 1050         | TX |
| NPW    | EPA 200.7                            | 10013806    | Copper  | 1055         | TX |
| NPW    | EPA 200.7                            | 10013806    | Iron  | 1070         | TX |
| NPW    | EPA 200.7                            | 10013806    | Lead  | 1075         | TX |
| NPW    | EPA 200.7                            | 10013806    | Magnesium   | 1085         | TX |
| NPW    | EPA 200.7                            | 10013806    | Manganese   | 1090         | TX |
| NPW    | EPA 200.7                            | 10013806    | Molybdenum  | 1100         | TX |
| NPW    | EPA 200.7                            | 10013806    | Nickel  | 1105         | TX |
| NPW    | EPA 200.7                            | 10013806    | Potassium   | 1125         | TX |
| NPW    | EPA 200.7                            | 10013806    | Selenium  | 1140         | TX |
| NPW    | EPA 200.7                            | 10013806    | Silver  | 1150         | TX |
| NPW    | EPA 200.7                            | 10013806    | Sodium  | 1155         | TX |
| NPW    | EPA 200.7                            | 10013806    | Strontium   | 1160         | TX |
| NPW    | EPA 200.7                            | 10013806    | Thallium  | 1165         | TX |
| NPW    | EPA 200.7                            | 10013806    | Tin   | 1175         | TX |
| NPW    | EPA 200.7                            | 10013806    | Total Phosphorus                                  | 1910         | TX |
| NPW    | EPA 200.7                            | 10013806    | Vanadium  | 1185         | TX |
| NPW    | EPA 200.7                            | 10013806    | Zinc  | 1190         | TX |
| NPW    | EPA 245.1                            | 10036609    | Mercury   | 1095         | TX |
| NPW    | EPA 300.0                            | 10053200    | Bromide   | 1540         | TX |

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|     |           |          |                                 |      |    |
|-----|-----------|----------|---------------------------------|------|----|
| NPW | EPA 300.0 | 10053200 | Chloride                        | 1575 | TX |
| NPW | EPA 300.0 | 10053200 | Fluoride                        | 1730 | TX |
| NPW | EPA 300.0 | 10053200 | Nitrate as N                    | 1810 | TX |
| NPW | EPA 300.0 | 10053200 | Nitrate plus Nitrite as N       | 1820 | TX |
| NPW | EPA 300.0 | 10053200 | Nitrite as N                    | 1840 | TX |
| NPW | EPA 300.0 | 10053200 | Sulfate                         | 2000 | TX |
| NPW | EPA 335.4 | 10061402 | Total Cyanide                   | 1645 | TX |
| NPW | EPA 351.2 | 10065404 | Total Kjeldahl Nitrogen - (TKN) | 1790 | TX |
| NPW | EPA 6010  | 10155905 | Aluminum                        | 1000 | TX |
| NPW | EPA 6010  | 10155905 | Antimony                        | 1005 | TX |
| NPW | EPA 6010  | 10155905 | Arsenic                         | 1010 | TX |
| NPW | EPA 6010  | 10155905 | Barium                          | 1015 | TX |
| NPW | EPA 6010  | 10155905 | Beryllium                       | 1020 | TX |
| NPW | EPA 6010  | 10155905 | Boron                           | 1025 | TX |
| NPW | EPA 6010  | 10155905 | Cadmium                         | 1030 | TX |
| NPW | EPA 6010  | 10155905 | Calcium                         | 1035 | TX |
| NPW | EPA 6010  | 10155905 | Chromium                        | 1040 | TX |
| NPW | EPA 6010  | 10155905 | Cobalt                          | 1050 | TX |
| NPW | EPA 6010  | 10155905 | Copper                          | 1055 | TX |
| NPW | EPA 6010  | 10155905 | Iron                            | 1070 | TX |
| NPW | EPA 6010  | 10155905 | Lead                            | 1075 | TX |
| NPW | EPA 6010  | 10155905 | Magnesium                       | 1085 | TX |
| NPW | EPA 6010  | 10155905 | Manganese                       | 1090 | TX |
| NPW | EPA 6010  | 10155905 | Molybdenum                      | 1100 | TX |
| NPW | EPA 6010  | 10155905 | Nickel                          | 1105 | TX |
| NPW | EPA 6010  | 10155905 | Potassium                       | 1125 | TX |
| NPW | EPA 6010  | 10155905 | Selenium                        | 1140 | TX |
| NPW | EPA 6010  | 10155905 | Silver                          | 1150 | TX |
| NPW | EPA 6010  | 10155905 | Sodium                          | 1155 | TX |
| NPW | EPA 6010  | 10155905 | Strontium                       | 1160 | TX |
| NPW | EPA 6010  | 10155905 | Thallium                        | 1165 | TX |
| NPW | EPA 6010  | 10155905 | Tin                             | 1175 | TX |
| NPW | EPA 6010  | 10155905 | Total Phosphorus                | 1910 | TX |
| NPW | EPA 6010  | 10155905 | Vanadium                        | 1185 | TX |
| NPW | EPA 6010  | 10155905 | Zinc                            | 1190 | TX |
| NPW | EPA 608.3 | 10296625 | 4,4'-DDT                        | 7365 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1,1-Trichloroethane           | 5160 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1,2,2-Tetrachloroethane       | 5110 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1,2-Trichloroethane           | 5165 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1-Dichloroethane              | 4630 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1-Dichloroethylene            | 4640 | TX |

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|-----|-----------|----------|---|------|----|
| NPW | EPA 624.1 | 10298121 | 1,2-Dibromoethane (EDB, Ethylene dibromide) | 4585 | TX |
| NPW | EPA 624.1 | 10298121 | 1,2-Dichlorobenzene (o-Dichlorobenzene)     | 4610 | TX |
| NPW | EPA 624.1 | 10298121 | 1,2-Dichloroethane (Ethylene dichloride)    | 4635 | TX |
| NPW | EPA 624.1 | 10298121 | 1,2-Dichloropropane                         | 4655 | TX |
| NPW | EPA 624.1 | 10298121 | 1,3-Dichlorobenzene (m-Dichlorobenzene)     | 4615 | TX |
| NPW | EPA 624.1 | 10298121 | 1,4-Dichlorobenzene (p-Dichlorobenzene)     | 4620 | TX |
| NPW | EPA 624.1 | 10298121 | 2-Butanone (Methyl ethyl ketone, MEK)       | 4410 | TX |
| NPW | EPA 624.1 | 10298121 | 2-Chloroethyl vinyl ether                   | 4500 | TX |
| NPW | EPA 624.1 | 10298121 | Acetone                                     | 4315 | TX |
| NPW | EPA 624.1 | 10298121 | Acrolein (Propenal)                         | 4325 | TX |
| NPW | EPA 624.1 | 10298121 | Acrylonitrile                               | 4340 | TX |
| NPW | EPA 624.1 | 10298121 | Benzene                                     | 4375 | TX |
| NPW | EPA 624.1 | 10298121 | Bromodichloromethane                        | 4395 | TX |
| NPW | EPA 624.1 | 10298121 | Bromoform                                   | 4400 | TX |
| NPW | EPA 624.1 | 10298121 | Carbon tetrachloride                        | 4455 | TX |
| NPW | EPA 624.1 | 10298121 | Chlorobenzene                               | 4475 | TX |
| NPW | EPA 624.1 | 10298121 | Chlorodibromomethane                        | 4575 | TX |
| NPW | EPA 624.1 | 10298121 | Chloroethane (Ethyl chloride)               | 4485 | TX |
| NPW | EPA 624.1 | 10298121 | Chloroform                                  | 4505 | TX |
| NPW | EPA 624.1 | 10298121 | cis-1,2-Dichloroethylene                    | 4645 | TX |
| NPW | EPA 624.1 | 10298121 | cis-1,3-Dichloropropene                     | 4680 | TX |
| NPW | EPA 624.1 | 10298121 | Ethylbenzene                                | 4765 | TX |
| NPW | EPA 624.1 | 10298121 | m+p-xylene                                  | 5240 | TX |
| NPW | EPA 624.1 | 10298121 | Methyl bromide (Bromomethane)               | 4950 | TX |
| NPW | EPA 624.1 | 10298121 | Methyl chloride (Chloromethane)             | 4960 | TX |
| NPW | EPA 624.1 | 10298121 | Methyl tert-butyl ether (MTBE)              | 5000 | TX |
| NPW | EPA 624.1 | 10298121 | Methylene chloride (Dichloromethane)        | 4975 | TX |
| NPW | EPA 624.1 | 10298121 | Naphthalene                                 | 5005 | TX |
| NPW | EPA 624.1 | 10298121 | o-Xylene                                    | 5250 | TX |
| NPW | EPA 624.1 | 10298121 | Tetrachloroethylene (Perchloroethylene)     | 5115 | TX |
| NPW | EPA 624.1 | 10298121 | Toluene                                     | 5140 | TX |
| NPW | EPA 624.1 | 10298121 | Total Trihalomethanes (TTHMs)               | 5205 | TX |
| NPW | EPA 624.1 | 10298121 | Total Xylene                                | 5260 | TX |
| NPW | EPA 624.1 | 10298121 | trans-1,2-Dichloroethylene                  | 4700 | TX |
| NPW | EPA 624.1 | 10298121 | trans-1,3-Dichloropropylene                 | 4685 | TX |

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|-----|-----------|----------|---|------|----|
| NPW | EPA 624.1 | 10298121 | Trichloroethene (Trichloroethylene)                       | 5170 | TX |
| NPW | EPA 624.1 | 10298121 | Trichlorofluoromethane (Fluorotrichloromethane, Freon 11) | 5175 | TX |
| NPW | EPA 624.1 | 10298121 | Vinyl chloride (Chloroethene)                             | 5235 | TX |
| NPW | EPA 7470  | 10165603 | Mercury   | 1095 | TX |
| NPW | EPA 8260  | 10184802 | 1,1,1,2-Tetrachloroethane                                 | 5105 | TX |
| NPW | EPA 8260  | 10184802 | 1,1,1-Trichloroethane                                     | 5160 | TX |
| NPW | EPA 8260  | 10184802 | 1,1,2,2-Tetrachloroethane                                 | 5110 | TX |
| NPW | EPA 8260  | 10184802 | 1,1,2-Trichloroethane                                     | 5165 | TX |
| NPW | EPA 8260  | 10184802 | 1,1-Dichloroethane  | 4630 | TX |
| NPW | EPA 8260  | 10184802 | 1,1-Dichloroethylene                                      | 4640 | TX |
| NPW | EPA 8260  | 10184802 | 1,1-Dichloropropene                                       | 4670 | TX |
| NPW | EPA 8260  | 10184802 | 1,2,3-Trichlorobenzene                                    | 5150 | TX |
| NPW | EPA 8260  | 10184802 | 1,2,3-Trichloropropene                                    | 5180 | TX |
| NPW | EPA 8260  | 10184802 | 1,2,4-Trichlorobenzene                                    | 5155 | TX |
| NPW | EPA 8260  | 10184802 | 1,2,4-Trimethylbenzene                                    | 5210 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dibromo-3-chloropropane (DBCP)                        | 4570 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dibromoethane (EDB, Ethylene dibromide)               | 4585 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dichlorobenzene (o-Dichlorobenzene)                   | 4610 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dichloroethane (Ethylene dichloride)                  | 4635 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dichloropropane                                       | 4655 | TX |
| NPW | EPA 8260  | 10184802 | 1,3,5-Trimethylbenzene                                    | 5215 | TX |
| NPW | EPA 8260  | 10184802 | 1,3-Dichlorobenzene (m-Dichlorobenzene)                   | 4615 | TX |
| NPW | EPA 8260  | 10184802 | 1,3-Dichloropropane                                       | 4660 | TX |
| NPW | EPA 8260  | 10184802 | 1,4-Dichlorobenzene (p-Dichlorobenzene)                   | 4620 | TX |
| NPW | EPA 8260  | 10184802 | 2,2-Dichloropropane                                       | 4665 | TX |
| NPW | EPA 8260  | 10184802 | 2-Butanone (Methyl ethyl ketone, MEK)                     | 4410 | TX |
| NPW | EPA 8260  | 10184802 | 2-Chloroethyl vinyl ether                                 | 4500 | TX |
| NPW | EPA 8260  | 10184802 | 2-Chlorotoluene   | 4535 | TX |
| NPW | EPA 8260  | 10184802 | 2-Hexanone  | 4860 | TX |
| NPW | EPA 8260  | 10184802 | 4-Chlorotoluene   | 4540 | TX |
| NPW | EPA 8260  | 10184802 | 4-Isopropyltoluene (p-Cymene)                             | 4910 | TX |
| NPW | EPA 8260  | 10184802 | 4-Methyl-2-pentanone (MIBK)                               | 4995 | TX |
| NPW | EPA 8260  | 10184802 | Acetone   | 4315 | TX |
| NPW | EPA 8260  | 10184802 | Acrolein (Propenal)                                       | 4325 | TX |
| NPW | EPA 8260  | 10184802 | Acrylonitrile   | 4340 | TX |

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|-----|----------|----------|---|------|----|
| NPW | EPA 8260 | 10184802 | Benzene   | 4375 | TX |
| NPW | EPA 8260 | 10184802 | Bromobenzene  | 4385 | TX |
| NPW | EPA 8260 | 10184802 | Bromochloromethane  | 4390 | TX |
| NPW | EPA 8260 | 10184802 | Bromodichloromethane                                      | 4395 | TX |
| NPW | EPA 8260 | 10184802 | Bromoform   | 4400 | TX |
| NPW | EPA 8260 | 10184802 | Carbon disulfide  | 4450 | TX |
| NPW | EPA 8260 | 10184802 | Carbon tetrachloride                                      | 4455 | TX |
| NPW | EPA 8260 | 10184802 | Chlorobenzene   | 4475 | TX |
| NPW | EPA 8260 | 10184802 | Chlorodibromomethane                                      | 4575 | TX |
| NPW | EPA 8260 | 10184802 | Chloroethane (Ethyl chloride)                             | 4485 | TX |
| NPW | EPA 8260 | 10184802 | Chloroform  | 4505 | TX |
| NPW | EPA 8260 | 10184802 | cis-1,2-Dichloroethylene                                  | 4645 | TX |
| NPW | EPA 8260 | 10184802 | cis-1,3-Dichloropropene                                   | 4680 | TX |
| NPW | EPA 8260 | 10184802 | Dibromomethane (Methylene bromide)                        | 4595 | TX |
| NPW | EPA 8260 | 10184802 | Dichlorodifluoromethane (Freon-12)                        | 4625 | TX |
| NPW | EPA 8260 | 10184802 | Ethylbenzene  | 4765 | TX |
| NPW | EPA 8260 | 10184802 | Hexachlorobutadiene                                       | 4835 | TX |
| NPW | EPA 8260 | 10184802 | Isopropylbenzene  | 4900 | TX |
| NPW | EPA 8260 | 10184802 | m+p-xylene  | 5240 | TX |
| NPW | EPA 8260 | 10184802 | Methyl bromide (Bromomethane)                             | 4950 | TX |
| NPW | EPA 8260 | 10184802 | Methyl chloride (Chloromethane)                           | 4960 | TX |
| NPW | EPA 8260 | 10184802 | Methyl tert-butyl ether (MTBE)                            | 5000 | TX |
| NPW | EPA 8260 | 10184802 | Methylene chloride (Dichloromethane)                      | 4975 | TX |
| NPW | EPA 8260 | 10184802 | n-Butylbenzene  | 4435 | TX |
| NPW | EPA 8260 | 10184802 | n-Propylbenzene   | 5090 | TX |
| NPW | EPA 8260 | 10184802 | Naphthalene   | 5005 | TX |
| NPW | EPA 8260 | 10184802 | o-Xylene  | 5250 | TX |
| NPW | EPA 8260 | 10184802 | sec-Butylbenzene  | 4440 | TX |
| NPW | EPA 8260 | 10184802 | Styrene   | 5100 | TX |
| NPW | EPA 8260 | 10184802 | tert-Butylbenzene   | 4445 | TX |
| NPW | EPA 8260 | 10184802 | Tetrachloroethylene (Perchloroethylene)                   | 5115 | TX |
| NPW | EPA 8260 | 10184802 | Toluene   | 5140 | TX |
| NPW | EPA 8260 | 10184802 | Total Trihalomethanes (TTHMs)                             | 5205 | TX |
| NPW | EPA 8260 | 10184802 | Total Xylene  | 5260 | TX |
| NPW | EPA 8260 | 10184802 | trans-1,2-Dichloroethylene                                | 4700 | TX |
| NPW | EPA 8260 | 10184802 | trans-1,3-Dichloropropylene                               | 4685 | TX |
| NPW | EPA 8260 | 10184802 | Trichloroethene (Trichloroethylene)                       | 5170 | TX |
| NPW | EPA 8260 | 10184802 | Trichlorofluoromethane (Fluorotrichloromethane, Freon 11) | 5175 | TX |

|   |          |          |   |      |    |
|---|----------|----------|---|------|----|
| S | EPA 6010 | 10155905 | Calcium                                     | 1035 | TX |
| S | EPA 6010 | 10155905 | Chromium                                    | 1040 | TX |
| S | EPA 6010 | 10155905 | Cobalt                                      | 1050 | TX |
| S | EPA 6010 | 10155905 | Copper                                      | 1055 | TX |
| S | EPA 6010 | 10155905 | Iron  | 1070 | TX |
| S | EPA 6010 | 10155905 | Lead  | 1075 | TX |
| S | EPA 6010 | 10155905 | Magnesium                                   | 1085 | TX |
| S | EPA 6010 | 10155905 | Manganese                                   | 1090 | TX |
| S | EPA 6010 | 10155905 | Molybdenum                                  | 1100 | TX |
| S | EPA 6010 | 10155905 | Nickel                                      | 1105 | TX |
| S | EPA 6010 | 10155905 | Potassium                                   | 1125 | TX |
| S | EPA 6010 | 10155905 | Selenium                                    | 1140 | TX |
| S | EPA 6010 | 10155905 | Silver                                      | 1150 | TX |
| S | EPA 6010 | 10155905 | Sodium                                      | 1155 | TX |
| S | EPA 6010 | 10155905 | Strontium                                   | 1160 | TX |
| S | EPA 6010 | 10155905 | Thallium                                    | 1165 | TX |
| S | EPA 6010 | 10155905 | Tin   | 1175 | TX |
| S | EPA 6010 | 10155905 | Total Phosphorus                            | 1910 | TX |
| S | EPA 6010 | 10155905 | Vanadium                                    | 1185 | TX |
| S | EPA 6010 | 10155905 | Zinc  | 1190 | TX |
| S | EPA 7470 | 10165603 | Mercury                                     | 1095 | TX |
| S | EPA 7471 | 10166208 | Mercury                                     | 1095 | TX |
| S | EPA 8260 | 10184802 | 1,1,1,2-Tetrachloroethane                   | 5105 | TX |
| S | EPA 8260 | 10184802 | 1,1,1-Trichloroethane                       | 5160 | TX |
| S | EPA 8260 | 10184802 | 1,1,2,2-Tetrachloroethane                   | 5110 | TX |
| S | EPA 8260 | 10184802 | 1,1,2-Trichloroethane                       | 5165 | TX |
| S | EPA 8260 | 10184802 | 1,1-Dichloroethane                          | 4630 | TX |
| S | EPA 8260 | 10184802 | 1,1-Dichloroethylene                        | 4640 | TX |
| S | EPA 8260 | 10184802 | 1,1-Dichloropropene                         | 4670 | TX |
| S | EPA 8260 | 10184802 | 1,2,3-Trichlorobenzene                      | 5150 | TX |
| S | EPA 8260 | 10184802 | 1,2,3-Trichloropropane                      | 5180 | TX |
| S | EPA 8260 | 10184802 | 1,2,4-Trichlorobenzene                      | 5155 | TX |
| S | EPA 8260 | 10184802 | 1,2,4-Trimethylbenzene                      | 5210 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dibromo-3-chloropropane (DBCP)          | 4570 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dibromoethane (EDB, Ethylene dibromide) | 4585 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dichlorobenzene (o-Dichlorobenzene)     | 4610 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dichloroethane (Ethylene dichloride)    | 4635 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dichloropropane                         | 4655 | TX |

|     |                                    |          |   |      |    |
|-----|------------------------------------|----------|---|------|----|
| NPW | EPA 8260                           | 10184802 | Vinyl acetate                                     | 5225 | TX |
| NPW | EPA 8260                           | 10184802 | Vinyl chloride (Chloroethene)                     | 5235 | TX |
| NPW | EPA 9040                           | 10196802 | pH  | 1900 | TX |
| NPW | HACH 8000                          | 60003001 | Chemical Oxygen Demand (COD)                      | 1565 | TX |
| NPW | SM 2320 B                          | 20045005 | Alkalinity as CaCO3                               | 1505 | TX |
| NPW | SM 2340 B                          | 20046008 | Total hardness as CaCO3                           | 1755 | TX |
| NPW | SM 2510 B                          | 20048004 | Conductivity                                      | 1610 | TX |
| NPW | SM 2540 B                          | 20004608 | Residue-total (TS)                                | 1950 | TX |
| NPW | SM 2540 C                          | 20049803 | Residue-filterable (TDS)                          | 1955 | TX |
| NPW | SM 2540 D                          | 20004802 | Residue-nonfilterable (TSS)                       | 1960 | TX |
| NPW | SM 3500-Cr B                       | 20065809 | Chromium (VI)                                     | 1045 | TX |
| NPW | SM 4500-H+ B                       | 20104603 | pH  | 1900 | TX |
| NPW | SM 4500-NH3 D                      | 20108809 | Ammonia as N                                      | 1515 | TX |
| NPW | SM 5210 B                          | 20027401 | Biochemical Oxygen Demand (BOD)                   | 1530 | TX |
| NPW | SM 5210 B                          | 20027401 | Carbonaceous BOD (CBOD)                           | 1555 | TX |
| NPW | SM 5310 C                          | 20138209 | Total Organic Carbon (TOC)                        | 2040 | TX |
| NPW | SM 9223 B (Colliert Quant-Tray)    | 20211205 | Escherichia coli (E. coli)                        | 2525 | TX |
| NPW | SM 9223 B (Colliert-18 Quant-Tray) | 20212800 | Escherichia coli (E. coli)                        | 2525 | TX |
| NPW | TNRCC 1005                         | 90019208 | Total Petroleum Hydrocarbons (TPH)                | 2050 | TX |
| S   | EPA 1010                           | 10116606 | Ignitability                                      | 1780 | TX |
| S   | EPA 1311                           | 10118806 | Toxicity Characteristic Leaching Procedure (TCLP) | 1466 | TX |
| S   | EPA 1312                           | 10119003 | Synthetic Precipitation Leaching Procedure (SPLP) | 1460 | TX |
| S   | EPA 300.0                          | 10053200 | Bromide   | 1540 | TX |
| S   | EPA 300.0                          | 10053200 | Chloride  | 1575 | TX |
| S   | EPA 300.0                          | 10053200 | Fluoride  | 1730 | TX |
| S   | EPA 300.0                          | 10053200 | Nitrate as N                                      | 1810 | TX |
| S   | EPA 300.0                          | 10053200 | Nitrate plus Nitrite as N                         | 1820 | TX |
| S   | EPA 300.0                          | 10053200 | Nitrite as N                                      | 1840 | TX |
| S   | EPA 300.0                          | 10053200 | Orthophosphate as P                               | 1870 | TX |
| S   | EPA 300.0                          | 10053200 | Sulfate   | 2000 | TX |
| S   | EPA 6010                           | 10155905 | Aluminum  | 1000 | TX |
| S   | EPA 6010                           | 10155905 | Antimony  | 1005 | TX |
| S   | EPA 6010                           | 10155905 | Arsenic   | 1010 | TX |
| S   | EPA 6010                           | 10155905 | Barium  | 1015 | TX |
| S   | EPA 6010                           | 10155905 | Beryllium   | 1020 | TX |
| S   | EPA 6010                           | 10155905 | Boron   | 1025 | TX |
| S   | EPA 6010                           | 10155905 | Cadmium   | 1030 | TX |

|   |          |          |   |      |    |
|---|----------|----------|---|------|----|
| S | EPA 8260 | 10184802 | 1,3,5-Trimethylbenzene                  | 5215 | TX |
| S | EPA 8260 | 10184802 | 1,3-Dichlorobenzene (m-Dichlorobenzene) | 4615 | TX |
| S | EPA 8260 | 10184802 | 1,3-Dichloropropane                     | 4660 | TX |
| S | EPA 8260 | 10184802 | 1,4-Dichlorobenzene (p-Dichlorobenzene) | 4620 | TX |
| S | EPA 8260 | 10184802 | 2,2-Dichloropropane                     | 4665 | TX |
| S | EPA 8260 | 10184802 | 2-Butanone (Methyl ethyl ketone, MEK)   | 4410 | TX |
| S | EPA 8260 | 10184802 | 2-Chloroethyl vinyl ether               | 4500 | TX |
| S | EPA 8260 | 10184802 | 2-Chlorotoluene                         | 4535 | TX |
| S | EPA 8260 | 10184802 | 2-Hexanone                              | 4860 | TX |
| S | EPA 8260 | 10184802 | 4-Chlorotoluene                         | 4540 | TX |
| S | EPA 8260 | 10184802 | 4-Isopropyltoluene (p-Cymene)           | 4910 | TX |
| S | EPA 8260 | 10184802 | 4-Methyl-2-pentanone (MIBK)             | 4995 | TX |
| S | EPA 8260 | 10184802 | Acetone                                 | 4315 | TX |
| S | EPA 8260 | 10184802 | Acrolein (Propenal)                     | 4325 | TX |
| S | EPA 8260 | 10184802 | Acrylonitrile                           | 4340 | TX |
| S | EPA 8260 | 10184802 | Benzene                                 | 4375 | TX |
| S | EPA 8260 | 10184802 | Bromobenzene                            | 4385 | TX |
| S | EPA 8260 | 10184802 | Bromochloromethane                      | 4390 | TX |
| S | EPA 8260 | 10184802 | Bromodichloromethane                    | 4395 | TX |
| S | EPA 8260 | 10184802 | Bromoform                               | 4400 | TX |
| S | EPA 8260 | 10184802 | Carbon disulfide                        | 4450 | TX |
| S | EPA 8260 | 10184802 | Carbon tetrachloride                    | 4455 | TX |
| S | EPA 8260 | 10184802 | Chlorobenzene                           | 4475 | TX |
| S | EPA 8260 | 10184802 | Chlorodibromomethane                    | 4575 | TX |
| S | EPA 8260 | 10184802 | Chloroethane (Ethyl chloride)           | 4485 | TX |
| S | EPA 8260 | 10184802 | Chloroform                              | 4505 | TX |
| S | EPA 8260 | 10184802 | cis-1,2-Dichloroethylene                | 4645 | TX |
| S | EPA 8260 | 10184802 | cis-1,3-Dichloropropene                 | 4680 | TX |
| S | EPA 8260 | 10184802 | Dibromomethane (Methylene bromide)      | 4595 | TX |
| S | EPA 8260 | 10184802 | Dichlorodifluoromethane (Freon-12)      | 4625 | TX |
| S | EPA 8260 | 10184802 | Ethylbenzene                            | 4765 | TX |
| S | EPA 8260 | 10184802 | Hexachlorobutadiene                     | 4835 | TX |
| S | EPA 8260 | 10184802 | Isopropylbenzene                        | 4900 | TX |
| S | EPA 8260 | 10184802 | m+p-xylene                              | 5240 | TX |
| S | EPA 8260 | 10184802 | Methyl bromide (Bromomethane)           | 4950 | TX |
| S | EPA 8260 | 10184802 | Methyl chloride (Chloromethane)         | 4960 | TX |
| S | EPA 8260 | 10184802 | Methyl tert-butyl ether (MTBE)          | 5000 | TX |
| S | EPA 8260 | 10184802 | Methylene chloride                      | 4975 | TX |

|   |            |          |  |      |    |
|---|------------|----------|--|------|----|
|   |            |          | (Dichloromethane)  |      |    |
| S | EPA 8260   | 10184802 | n-Butylbenzene   | 4435 | TX |
| S | EPA 8260   | 10184802 | n-Propylbenzene  | 5090 | TX |
| S | EPA 8260   | 10184802 | Naphthalene  | 5005 | TX |
| S | EPA 8260   | 10184802 | o-Xylene   | 5250 | TX |
| S | EPA 8260   | 10184802 | sec-Butylbenzene   | 4440 | TX |
| S | EPA 8260   | 10184802 | Styrene  | 5100 | TX |
| S | EPA 8260   | 10184802 | tert-Butylbenzene  | 4445 | TX |
| S | EPA 8260   | 10184802 | Tetrachloroethylene<br>(Perchloroethylene)                   | 5115 | TX |
| S | EPA 8260   | 10184802 | Toluene  | 5140 | TX |
| S | EPA 8260   | 10184802 | Total Xylene   | 5260 | TX |
| S | EPA 8260   | 10184802 | trans-1,2-Dichloroethylene                                   | 4700 | TX |
| S | EPA 8260   | 10184802 | trans-1,3-Dichloropropylene                                  | 4685 | TX |
| S | EPA 8260   | 10184802 | Trichloroethene (Trichloroethylene)                          | 5170 | TX |
| S | EPA 8260   | 10184802 | Trichlorofluoromethane<br>(Fluorotrichloromethane, Freon 11) | 5175 | TX |
| S | EPA 8260   | 10184802 | Vinyl acetate  | 5225 | TX |
| S | EPA 8260   | 10184802 | Vinyl chloride (Chloroethene)                                | 5235 | TX |
| S | EPA 9040   | 10196802 | Corrosivity  | 1615 | TX |
| S | EPA 9040   | 10196802 | pH   | 1900 | TX |
| S | EPA 9045   | 10198400 | Corrosivity  | 1615 | TX |
| S | EPA 9045   | 10198400 | pH   | 1900 | TX |
| S | EPA 9095   | 10204009 | Paint Filter Test  | 1434 | TX |
| S | SM 2510 B  | 20048004 | Conductivity   | 1610 | TX |
| S | SM 2540 G  | 20005203 | Residue-total (TS)   | 1950 | TX |
| S | TNRCC 1005 | 90019208 | Total Petroleum Hydrocarbons<br>(TPH)                        | 2050 | TX |

## Attachment N

### Lab Data

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

Outfalls 002M was chosen since it is the only outfall in the active mining phase. Outfall 003R was chosen to represent the RRC Thermo A-1 mining area which is in full reclamation. Outfall 009R was chosen to represent a reclamation outfall.

**Luminant Mining Company LLC - Monticello-Thermo Lignite Mining Area**

**TABLE 1 for Outfall No.** 002M (Pond H-01)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants                                    | Sample 1<br>(mg/l) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|---|--------------------|--------------------|--------------------|--------------------|
|   | 1/2/2025           | 1/9/2025           | 1/16/2025          | 1/23/2025          |
| BOD (5-day)                                   | 2.08               | 2.03               | <2                 | <2                 |
| CBOD (5-day)                                  | 3.98               | 2.34               | 2.08               | <2                 |
| Chemical Oxygen Demand                        | <614               | <245               | <245               | 430                |
| Total Organic Carbon                          | 6.81               | 6.68               | 6.13               | 6.34               |
| Dissolved Oxygen                              | 21.20              | 25.30              | 25.20              | 24.30              |
| Ammonia Nitrogen                              | 0.06               | 0.06               | 0.112              | <0.0276            |
| Total Suspended Solids                        | 82                 | 48                 | 87                 | 51                 |
| Nitrate Nitrogen                              | 0.10               | 0.09               | 0.13               | 0.10               |
| Total Organic Nitrogen                        | 1.280              | 0.820              | 1.580              | 1.270              |
| Total Phosphorus                              | 0.054              | 0.122              | 0.120              | 0.110              |
| Oil and Grease                                | <1.4               | <1.4               | <1.4               | <1.4               |
| Total Residual Chlorine                       | 0.00               | 0.00               | 0.00               | 0.00               |
| Total Dissolved Solids                        | 308                | 268                | 964                | 306                |
| Sulfate                                       | 24                 | 25                 | 24                 | 25                 |
| Chloride                                      | 5                  | 5                  | 5                  | 5                  |
| Fluoride                                      | 0.10               | 0.12               | <0.089             | 0.11               |
| Total Alkalinity (mg/L as CaCO <sub>3</sub> ) | 20                 | 22                 | 44                 | 24                 |
| Temperature (° F)                             | 49.82              | 39.20              | 39.20              | 39.20              |
| pH (standard Units)                           | 6.30               | 6.80               | 6.50               | 6.50               |

**TABLE 2 for Outfall No.** 002M (Pond H-01)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants           | Sample 1<br>(µg/L) | Sample 2 (µg/L) | Sample 3<br>(µg/L) | Sample 4 (µg/L) | MAL<br>(µg/L) |
|----------------------|--------------------|-----------------|--------------------|-----------------|---------------|
| Aluminum, total      | 14900              | 15200           | 8200               | 12500           | 2.5           |
| Antimony, total      | <0.75              | <0.75           | <0.75              | <0.75           | 5             |
| Arsenic, total       | 3.17               | 3.03            | 2.08               | 2.43            | 0.5           |
| Barium, total        | 88.2               | 96              | 95                 | 91              | 3             |
| Beryllium, total     | 0.67               | 0.57            | 0.53               | 0.51            | 0.5           |
| Cadmium, total       | <1                 | <1              | <1                 | <1              | 1             |
| Chromium, total      | 2.44               | 7.29            | 7.41               | 6.60            | 3             |
| Chromium, hexavalent | <3                 | <3              | <3                 | <3              | 3             |
| Chromium, trivalent  | <3                 | 7.29            | 7.41               | 6.60            | N/A           |
| Copper, total        | <2                 | 5.24            | 6.26               | 4.99            | 2             |
| Cyanide, available   | 3.90               | <3.4            | <3.4               | <3.4            | 2/10          |
| Lead, total          | 6.88               | 6.03            | 4.14               | 4.80            | 5             |
| Mercury, total       | 0.03               | 0.03            | 0.02               | 0.02            | 0.005/0.0005  |
| Nickel, total        | 4.34               | 7.67            | 6.15               | 7.05            | 2             |
| Selenium, total      | 2.44               | 1.96            | 1.51               | 2.20            | 5             |
| Silver, total        | <0.390             | <0.390          | <0.390             | <0.390          | 0.5           |
| Thallium, total      | <0.415             | <0.415          | <0.415             | <0.415          | 0.5           |
| Zinc, total          | 12                 | 30              | 29                 | 27              | 5             |

**Luminant Mining Company LLC - Monticello-Thermo Lignite Mining Area**

**TABLE 1 for Outfall No.** 003R (Pond A1-1)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants                                    | Sample 1<br>(mg/l)<br>1/2/2025 | Sample 2<br>(mg/L)<br>1/9/2025 | Sample 3<br>(mg/L)<br>1/16/2025 | Sample 4<br>(mg/L)<br>1/23/2025 |
|---|--------------------------------|--------------------------------|---------------------------------|---------------------------------|
| BOD (5-day)                                   | 4.72                           | 4.70                           | 3.34                            | 4.5                             |
| CBOD (5-day)                                  | 7.18                           | 6.26                           | 3.34                            | 4.3                             |
| Chemical Oxygen Demand                        | <614                           | <245                           | <245                            | <245                            |
| Total Organic Carbon                          | 10.20                          | 10.20                          | 9.44                            | 9.63                            |
| Dissolved Oxygen                              | 78.10                          | 10.25                          | 25.20                           | 21.30                           |
| Ammonia Nitrogen                              | 0.28                           | 0.23                           | 0.186                           | 0.116                           |
| Total Suspended Solids                        | 28                             | 28                             | 13                              | 22                              |
| Nitrate Nitrogen                              | <0.059                         | <0.059                         | <0.059                          | <0.059                          |
| Total Organic Nitrogen                        | 2.200                          | 1.580                          | 1.280                           | 1.920                           |
| Total Phosphorus                              | 0.052                          | 0.064                          | 0.052                           | 0.059                           |
| Oil and Grease                                | <1.4                           | <1.4                           | <1.4                            | <1.4                            |
| Total Residual Chlorine                       | 0.00                           | 0.00                           | 0.00                            | 0.00                            |
| Total Dissolved Solids                        | 69                             | 253                            | 102                             | 92                              |
| Sulfate                                       | 4                              | 4                              | 3                               | 4                               |
| Chloride                                      | 4                              | 4                              | 3                               | 4                               |
| Fluoride                                      | 0.14                           | 0.13                           | <0.089                          | 0.12                            |
| Total Alkalinity (mg/L as CaCO <sub>3</sub> ) | 30                             | 36                             | 40                              | 40                              |
| Temperature (° F)                             | 51.26                          | 42.80                          | 42.80                           | 39.20                           |
| pH (standard Units)                           | 6.80                           | 7.50                           | 6.30                            | 6.80                            |

**TABLE 2 for Outfall No.** 003R (Pond A1-1)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants           | Sample 1 (µg/L) | Sample 2 (µg/L) | Sample 3 (µg/L) | Sample 4 (µg/L) | MAL<br>(µg/L) |
|----------------------|-----------------|-----------------|-----------------|-----------------|---------------|
| Aluminum, total      | 1180            | 1300            | 619             | 17900           | 2.5           |
| Antimony, total      | 0.75            | <0.750          | <0.750          | <0.750          | 5             |
| Arsenic, total       | 1.58            | 1.58            | 0.98            | 1.57            | 0.5           |
| Barium, total        | 43.5            | 43              | 45              | 44              | 3             |
| Beryllium, total     | <0.271          | <0.271          | <0.271          | <0.271          | 0.5           |
| Cadmium, total       | <1              | <1              | <1              | <1              | 1             |
| Chromium, total      | 0.50            | 0.76            | 1.01            | 0.65            | 3             |
| Chromium, hexavalent | <3              | <3              | <3              | <3              | 3             |
| Chromium, trivalent  | <3              | <3              | <3              | <3              | N/A           |
| Copper, total        | <2              | <2              | <2              | <2              | 2             |
| Cyanide, available   | <3.4            | <3.4            | <3.4            | 3.60            | 2/10          |
| Lead, total          | 1.07            | 0.95            | 0.68            | 1.35            | 5             |
| Mercury, total       | 0.09            | 0.08            | 0.07            | 0.07            | 0.005/0.0005  |
| Nickel, total        | <2              | <2              | <2              | <2              | 2             |
| Selenium, total      | <0.590          | <0.590          | 0.68            | 1.49            | 5             |
| Silver, total        | <0.390          | <0.390          | <0.390          | <0.390          | 0.5           |
| Thallium, total      | <0.415          | <0.415          | <0.415          | <0.415          | 0.5           |
| Zinc, total          | <3              | 3               | 6               | 4               | 5             |



**Luminant Mining Company LLC - Monticello-Thermo Lignite Mining Area**

**TABLE 1 for Outfall No.** 006R (Pond B-17)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants                                    | Sample 1<br>(mg/l) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|---|--------------------|--------------------|--------------------|--------------------|
|   | 1/2/2025           | 1/9/2025           | 1/16/2025          | 1/23/2025          |
| BOD (5-day)                                   | 3.02               | <2                 | 15.40              | 2.2                |
| CBOD (5-day)                                  | 4.80               | 2.18               | 11.40              | <2                 |
| Chemical Oxygen Demand                        | <614               | 310                | <245               | <245               |
| Total Organic Carbon                          | 8.91               | 8.81               | 8.12               | 8.13               |
| Dissolved Oxygen                              | 21.20              | 28.10              | 78.40              | 32.30              |
| Ammonia Nitrogen                              | 0.46               | 0.36               | 0.248              | 0.101              |
| Total Suspended Solids                        | 6                  | 5                  | 5                  | 6                  |
| Nitrate Nitrogen                              | 0.38               | 0.50               | 0.58               | 0.58               |
| Total Organic Nitrogen                        | 0.905              | 2.440              | 1.090              | 0.999              |
| Total Phosphorus                              | 0.131              | 0.138              | 0.130              | 0.129              |
| Oil and Grease                                | <1.4               | <1.4               | <1.4               | <1.4               |
| Total Residual Chlorine                       | 0.00               | 0.00               | 0.00               | 0.00               |
| Total Dissolved Solids                        | 112                | 141                | 88                 | 429                |
| Sulfate                                       | 6                  | 6                  | 6                  | 6                  |
| Chloride                                      | 5                  | 5                  | 4                  | 5                  |
| Fluoride                                      | 0.13               | 0.11               | 0.12               | 0.13               |
| Total Alkalinity (mg/L as CaCO <sub>3</sub> ) | 54                 | 64                 | 56                 | 60                 |
| Temperature (° F)                             | 48.38              | 42.80              | 41.00              | 39.20              |
| pH (standard Units)                           | 7.10               | 7.00               | 6.40               | 6.80               |

**TABLE 2 for Outfall No.** 006R (Pond B-17)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants           | Sample 1<br>(µg/L) | Sample 2 (µg/L) | Sample 3<br>(µg/L) | Sample 4 (µg/L) | MAL<br>(µg/L) |
|----------------------|--------------------|-----------------|--------------------|-----------------|---------------|
| Aluminum, total      | 439                | 661             | 418                | 899             | 2.5           |
| Antimony, total      | <0.750             | <0.750          | <0.750             | 1.35            | 5             |
| Arsenic, total       | 0.97               | 1.27            | 0.78               | 1.19            | 0.5           |
| Barium, total        | 44.6               | 45              | 47                 | 44              | 3             |
| Beryllium, total     | <0.271             | <0.271          | <0.271             | <0.271          | 0.5           |
| Cadmium, total       | <1                 | <1              | <1                 | <1              | 1             |
| Chromium, total      | 0.41               | 0.55            | 0.87               | 0.53            | 3             |
| Chromium, hexavalent | <3                 | <3              | <3                 | <3              | 3             |
| Chromium, trivalent  | <3                 | <3              | <3                 | <3              | N/A           |
| Copper, total        | <2                 | <2              | <2                 | <2              | 2             |
| Cyanide, available   | <3.4               | 3.80            | <3.4               | 6.10            | 2/10          |
| Lead, total          | 0.41               | 0.41            | 0.48               | 0.58            | 5             |
| Mercury, total       | 0.04               | 0.04            | 0.02               | 0.02            | 0.005/0.0005  |
| Nickel, total        | <2                 | <2              | <2                 | <2              | 2             |
| Selenium, total      | <0.590             | <0.590          | <0.590             | <0.590          | 5             |
| Silver, total        | <0.390             | <0.390          | <0.390             | <0.390          | 0.5           |
| Thallium, total      | <0.415             | <0.415          | <0.415             | <0.415          | 0.5           |
| Zinc, total          | <3                 | <3              | <3                 | <3              | 5             |

**Luminant Mining Company LLC- Monticello-Thermo Lignite Mining Area**

**TABLE 3**

**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** with nonprocess wastewater and stormwater associated with insustrial activities commingled with other wastestreams (see instrcutions for additional guidance).

**TABLE 3 for Outfall No.**            002M (Pond H-01)

Samples are (check one):      Composites ☐ Grabs ☒

| <b>Pollutants</b>                                  | <b>Samp. 1<br/>(µg/l)*</b> | <b>Samp. 2<br/>(µg/l)*</b> | <b>Samp. 3<br/>(µg/l)*</b> | <b>Samp. 4<br/>(µg/l)*</b> | <b>MAL<br/>(µg/L)*</b> |
|--|----------------------------|----------------------------|----------------------------|----------------------------|------------------------|
| Acrylonitrile                                      | <3.07                      | <3.07                      | <3.07                      | <3.07                      | 50                     |
| Anthracene   | <0.884                     | <0.884                     | <0.884                     | <0.983                     | 10                     |
| Benzene  | <0.278                     | <0.278                     | <0.278                     | <0.278                     | 10                     |
| Benzidine  | <50                        | <50                        | <50                        | <55.6                      | 50                     |
| Benzo(a)anthracene                                 | <1                         | <1                         | <1                         | <1.11                      | 5                      |
| Benzo(a)pyrene                                     | <1                         | <1                         | <1                         | <1.11                      | 5                      |
| Bis(2-chloroethyle)ether                           | <1.08                      | <1.08                      | <1.08                      | <1.2                       | 10                     |
| Bis(2-ethylhexyl)phthalate                         | <1.88                      | <1.88                      | <1.88                      | <2.09                      | 10                     |
| Bromodichloromethane<br>[Dibromochloromethane]     | <0.794                     | <0.794                     | <0.794                     | <0.794                     | 10                     |
| Bromoform  | <1.24                      | <1.24                      | <1.24                      | <1.24                      | 10                     |
| Carbon tetrachloride                               | <0.503                     | <0.503                     | <0.503                     | <0.503                     | 2                      |
| Chlorobenzene                                      | <0.286                     | <0.286                     | <0.286                     | <0.286                     | 10                     |
| Chlorodibromomethande                              | <0.854                     | <0.854                     | <0.854                     | <0.854                     | 10                     |
| Chloroform   | <0.239                     | <0.239                     | <0.239                     | <0.239                     | 10                     |
| Chrysene   | <1                         | <1                         | <1                         | <1.11                      | 5                      |
| <i>m</i> -Cresol [3-Methylphenol]                  | <1.04                      | <1.04                      | <1.04                      | <1.16                      | 10                     |
| <i>o</i> -Cresol [2-Methylphenol]                  | <0.914                     | <0.914                     | <0.914                     | <1.02                      | 10                     |
| <i>p</i> -Cresol [4-Methylphenol]                  | <1.04                      | <1.04                      | <1.04                      | <1.16                      | 10                     |
| 1,2-Dibromoethane                                  | <0.252                     | <0.252                     | <0.252                     | <0.252                     | 10                     |
| <i>m</i> -Dichlorobenzene<br>[1,3-Dichlorobenzene] | <0.338                     | <0.338                     | <0.338                     | <0.338                     | 10                     |
| <i>o</i> -Dichlorobenzene<br>[1,2-Dichlorobenzene] | <0.304                     | <0.304                     | <0.304                     | <0.304                     | 10                     |
| <i>p</i> -Dichlorobenzene<br>[1,4-Dichlorobenzene] | <0.373                     | <0.373                     | <0.373                     | <0.373                     | 10                     |
| 3,3'-Dichlorobenzidine                             | <1.50                      | <1.50                      | <1.50                      | <1.67                      | 5                      |
| 1,2-Dichloroethane                                 | <0.213                     | <0.213                     | <0.213                     | <0.213                     | 10                     |
| 1,1-Dichloroethene<br>[1,1-Dichloroethylene]       | <0.461                     | <0.461                     | <0.461                     | <0.461                     | 10                     |
| Dichloromethane<br>[Methylene chloride]            | <2.85                      | <2.85                      | <2.85                      | <2.85                      | 20                     |
| 1,2-Dichloropropane                                | <0.257                     | <0.257                     | <0.257                     | <0.257                     | 10                     |
| 1,3-Dichloropropene<br>[1,3-Dichloropropylene]     | <0.45                      | <0.45                      | <0.45                      | <0.45                      | 10                     |

**Luminant Mining Company LLC- Monticello-Thermo Lignite Mining Area**

| <b>Pollutants (Outfall 002M)</b>             | <b>Sample 1<br/>(µg/L)</b> | <b>Sample 2<br/>(µg/L)</b> | <b>Sample 3<br/>(µg/L)</b> | <b>Sample 4<br/>(µg/L)</b> | <b>MAL<br/>(µg/L)*</b> |
|--|----------------------------|----------------------------|----------------------------|----------------------------|------------------------|
| 2,4-Dimethylphenol                           | <0.891                     | <0.891                     | <0.891                     | <0.990                     | 10                     |
| Di- <i>n</i> -Butyl phthalate                | <1.13                      | <1.13                      | <1.13                      | <1.26                      | 10                     |
| Ethylbenzene                                 | <0.192                     | <0.192                     | <0.192                     | <0.192                     | 10                     |
| Fluoride                                     | 104                        | 124                        | <89                        | 107                        | 500                    |
| Hexachlorobenzene                            | <1.07                      | <1.07                      | <1.07                      | <1.19                      | 5                      |
| Hexachlorobutadiene                          | <0.937                     | <0.937                     | <0.937                     | <0.937                     | 10                     |
| Hexachlorocyclopentadiene                    | <5                         | <5                         | <5                         | <5.56                      | 10                     |
| Hexachloroethane                             | <0.787                     | <0.787                     | <0.787                     | <0.874                     | 20                     |
| Methyl ethyl ketone                          | <7.44                      | <7.44                      | <7.44                      | <7.44                      | 50                     |
| Nitrobenzene                                 | <0.961                     | <0.961                     | <0.961                     | <1.07                      | 10                     |
| <i>N</i> -Nitrosodiethylamine                | <0.975                     | <0.0975                    | <0.0975                    | <1.08                      | 20                     |
| <i>N</i> -Nitroso-di- <i>n</i> -butylamine   | <1.51                      | <1.51                      | <1.51                      | <1.68                      | 20                     |
| Nonylphenol                                  | <10                        | <10                        | <10                        | <11.1                      | 333                    |
| Pentachlorobenzene                           | <0.811                     | <0.811                     | <0.811                     | <0.901                     | 20                     |
| Pentachlorophenol                            | <1.12                      | <1.12                      | <1.12                      | <1.24                      | 5                      |
| Phenathrene                                  | <0.975                     | <0.975                     | <0.975                     | <1.08                      | 10                     |
| Polychlorinated biphenyls (PCBs)(**)         | <0.0606                    | <0.0601                    | <0.0607                    | <0.0605                    | 0.2                    |
| Pyridine                                     | <10                        | <10                        | <10                        | <11.1                      | 20                     |
| 1,2,4,5-Tetrachlorobenzene                   | <0.646                     | <0.646                     | <0.646                     | <0.718                     | 20                     |
| 1,1,2,2-Tetrachloroethane                    | <0.246                     | <0.246                     | <0.246                     | <0.246                     | 10                     |
| Tetrachloroethene<br>[Tetrachloroethylene]   | <0.316                     | <0.316                     | <0.316                     | <0.316                     | 10                     |
| Toluene                                      | <0.308                     | <0.308                     | <0.308                     | <0.308                     | 10                     |
| 1,1,1-Trichloroethane                        | <0.457                     | <0.457                     | <0.457                     | <0.457                     | 10                     |
| 1,1,2-Trichloroethane<br>[Trichloroethylene] | <0.144                     | <0.144                     | <0.144                     | <0.144                     | 10                     |
| 2,4,5-Trichlorophenol                        | <0.935                     | <0.935                     | <0.935                     | <1.04                      | 50                     |
| TTHM (Total Trihalomethanes)                 | <0.232                     | <0.232                     | <0.232                     | <0.232                     | 10                     |
| Vinyl Chloride                               | <0.592                     | <0.592                     | <0.592                     | <0.592                     | 10                     |

(\*) Indicate units if different from µg/L.

(\*\*) Total of 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 6 (Instructions, Page 52)**

Completion of Table 6 is **required** for all external outfalls

**TABLE 6 for Outfall No.** 002M (Pond H-01)

Samples are (check one): Composites ☐ Grabs ☒

| 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                      | X                |                 | 0.11            |                 |                 |                 | 400         |
| Color (PCU)                  | X                |                 | 100             |                 |                 |                 | --          |
| Nitrate-Nitrite(as N)        |                  | X               | <0.5            |                 |                 |                 | --          |
| Sulfide(as S)                | X                |                 | 0.177           |                 |                 |                 | --          |
| Sulfite(as SO <sub>3</sub> ) |                  | X               | <5              |                 |                 |                 | --          |
| Surfactants                  |                  | X               | <0.2            |                 |                 |                 | --          |
| Boron, total                 | X                |                 | 0.03            |                 |                 |                 | 20          |
| Cobalt, total                | X                |                 | 0.002730        |                 |                 |                 | 0.3         |
| Iron, total                  | X                |                 | 10.60           |                 |                 |                 | 7           |
| Magnesium, total             | X                |                 | 3.54            |                 |                 |                 | 20          |
| Manganese, total             | X                |                 | 0.0455          |                 |                 |                 | 0.5         |
| Molybdenum, total            |                  | X               | <0.000255       |                 |                 |                 | 1           |
| Tin, total                   |                  | X               | <0.003          |                 |                 |                 | 5           |
| Titanium, total              | X                |                 | 0.12            |                 |                 |                 | 30          |

\* Indicate units if different from µ/L.



**TABLE 6 (Instructions, Page 52)**

Completion of Table 6 is **required** for all external outfalls

**TABLE 6 for Outfall No.** 003R (Pond A1-1)

Samples are (check one): Composites ☐ Grabs ☒

| 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                      |                  | X               | <0.062          |                 |                 |                 | 400         |
| Color (PCU)                  | X                |                 | 50              |                 |                 |                 | --          |
| Nitrate-Nitrite(as N)        |                  | X               | <0.5            |                 |                 |                 | --          |
| Sulfide(as S)                |                  | X               | <0.0290         |                 |                 |                 | --          |
| Sulfite(as SO <sub>3</sub> ) |                  | X               | <0.2            |                 |                 |                 | --          |
| Surfactants                  |                  | X               | <0.2            |                 |                 |                 | --          |
| Boron, total                 | X                |                 | 0.02            |                 |                 |                 | 20          |
| Cobalt, total                | X                |                 | 0.000625        |                 |                 |                 | 0.3         |
| Iron, total                  | X                |                 | 1.73            |                 |                 |                 | 7           |
| Magnesium, total             | X                |                 | 2.10            |                 |                 |                 | 20          |
| Manganese, total             | X                |                 | 0.09            |                 |                 |                 | 0.5         |
| Molybdenum, total            |                  | X               | <0.000255       |                 |                 |                 | 1           |
| Tin, total                   | X                |                 | <0.003          |                 |                 |                 | 5           |
| Titanium, total              | X                |                 | 0.01            |                 |                 |                 | 30          |

\* Indicate units if different from µ/L.



**TABLE 6 (Instructions, Page 52)**

Completion of Table 6 is **required** for all external outfalls

**TABLE 6 for Outfall No.** 006R (Pond B-17)

Samples are (check one): Composites ☐ Grabs ☒

| 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                      |                  | X               | <0.062          |                 |                 |                 | 400         |
| Color (PCU)                  | X                |                 | 50              |                 |                 |                 | --          |
| Nitrate-Nitrite(as N)        |                  | X               | <0.5            |                 |                 |                 | --          |
| Sulfide(as S)                | X                |                 | 0.053           |                 |                 |                 | --          |
| Sulfite(as SO <sub>3</sub> ) |                  | X               | <5              |                 |                 |                 | --          |
| Surfactants                  |                  | X               | <0.2            |                 |                 |                 | --          |
| Boron, total                 | X                |                 | 0.03            |                 |                 |                 | 20          |
| Cobalt, total                |                  | X               | <0.000355       |                 |                 |                 | 0.3         |
| Iron, total                  | X                |                 | 1.77            |                 |                 |                 | 7           |
| Magnesium, total             | X                |                 | 3.25            |                 |                 |                 | 20          |
| Manganese, total             | X                |                 | 0.11            |                 |                 |                 | 0.5         |
| Molybdenum, total            |                  | X               | <0.000255       |                 |                 |                 | 1           |
| Tin, total                   |                  | X               | <0.003          |                 |                 |                 | 5           |
| Titanium, total              | X                |                 | 0.01            |                 |                 |                 | 30          |

\* Indicate units if different from µ/L.





Attachment O

SPIF

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

# 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](mailto:WQ-ARPTeam@tceq.texas.gov) or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: Luminant Mining Company LLC

Permit No. WQ00 04122000

EPA ID No. TX 00071081

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

Facility entrance is at the intersection of FM 1870 and CR 2309, Sulphur Springs, Hopkins County

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: Celi Fernandez

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

Title: Environmental Manager

Mailing Address: 6555 Sierra Drive

City, State, Zip Code: Irving, TX, 75039

Phone No.: 214-875-8956 Ext.:

Fax No.:

E-mail Address: celi.fernandez@luminant.com

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

N/A

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.

Via outfalls 001M/R-009M/R, thence to unnamed tributaries, thence to Rock Creek, thence to White Oak Creek, thence to the Sulphur/South Sulphur River in Segment 0303 of the Sulphur 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):

The Thermo and Thermo A-1 Mine Areas consist of approximately 4,792 acres of land which 3,470 acres have been impacted during the life of the mine activities.

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

Existing disturbances include mine excavation and access roads. Reclamation land covers approximately 3,200 acres of the disturbed area.

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

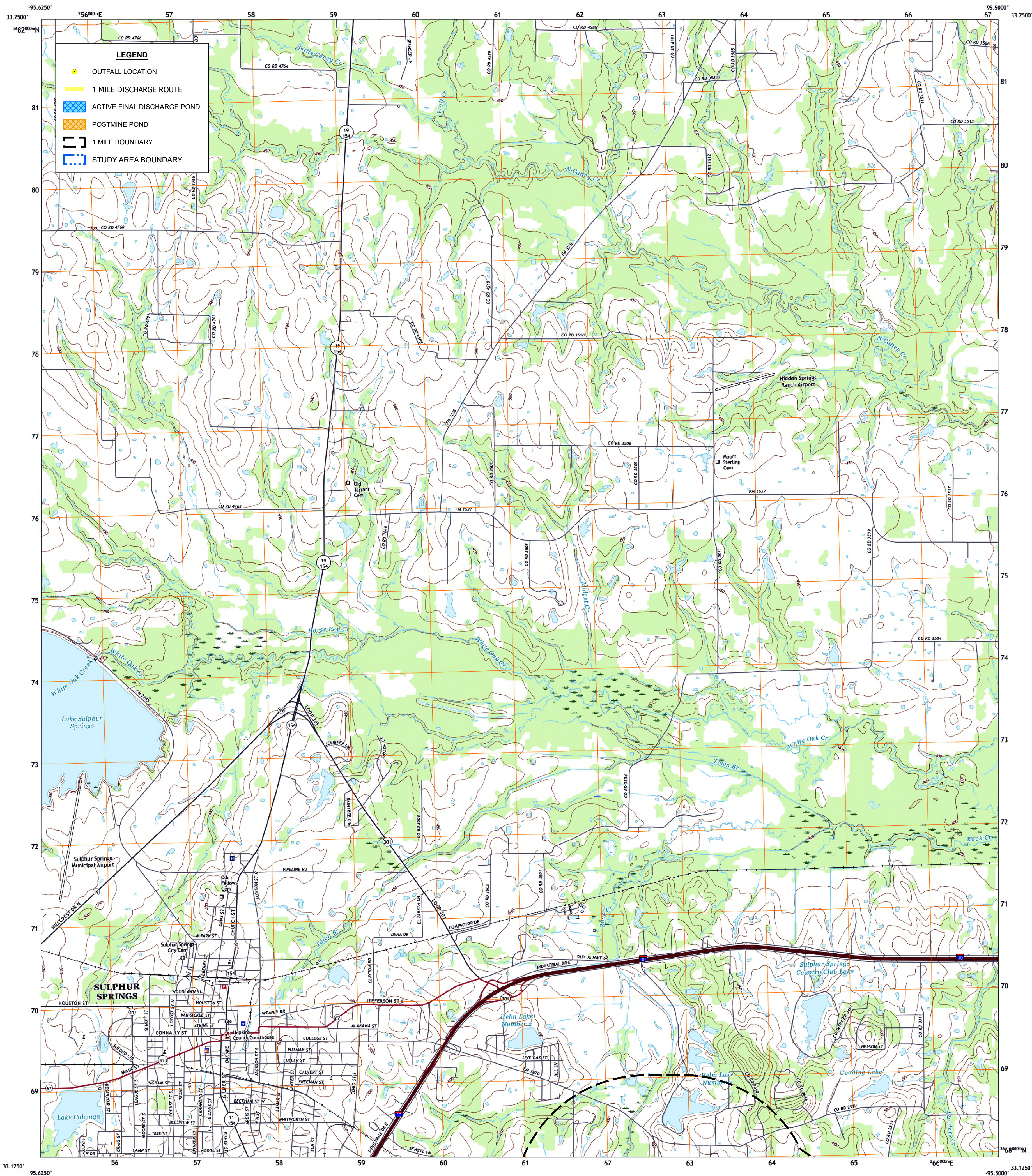
3. List construction dates of all buildings and structures on the property:

N/A

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

N/A

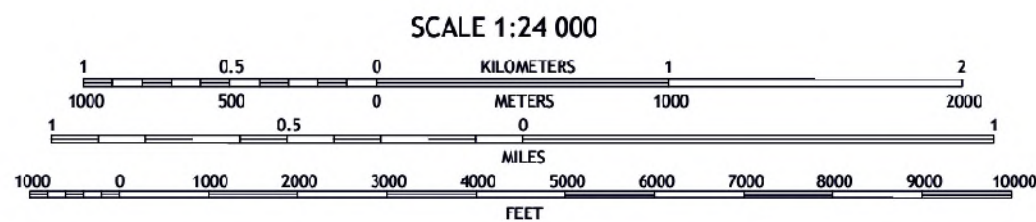
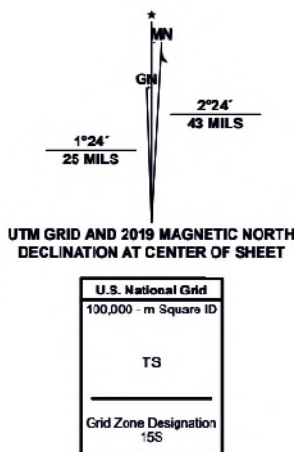




Produced by the United States Geological Survey

North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84). Projection and  
1,000-meter grid: Universal Transverse Mercator, Zone 15S  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

|             |   |
|-------------|---|
| Imagery     | NAIP, September 2016 - November 2016            |
| Roads       | U.S. Census Bureau, 2015 - 2018                 |
| Names       | GNIS, 2008 - 2021                               |
| Hydrography | National Hydrography Dataset, 2003 - 2018       |
| Contours    | National Elevation Dataset, 2004                |
| Boundaries  | Multiple sources; see metadata file 2019 - 2021 |
| Wetlands    | FWIS National Wetlands Inventory Not Available  |

CONTOUR INTERVAL 10 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988  
This map was produced to conform with the  
National Geospatial Program US Topo Product Standard.

|   |   |   |
|---|---|---|
| 1 | 2 | 3 |
| 4 | 5 | 6 |
| 7 | 8 | 9 |

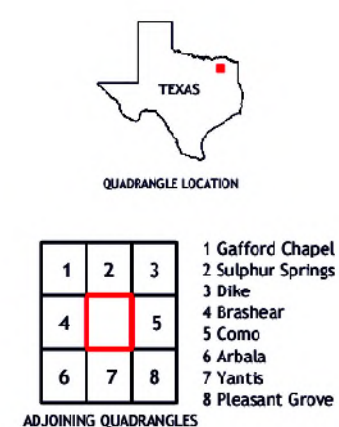
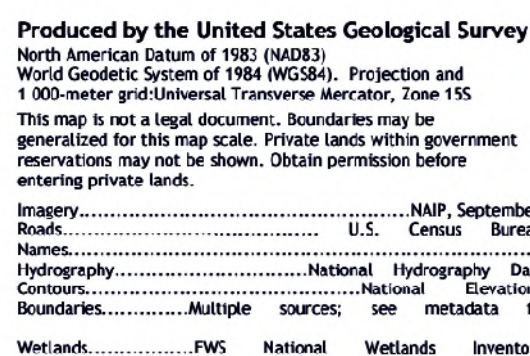
ADJACENT QUADRANGLES










ROAD CLASSIFICATION

|                  |                 |
|------------------|-----------------|
| Expressway       | Local Connector |
| Secondary Hwy    | Local Road      |
| Ramp             | 4WD             |
| Interstate Route | US Route        |
|                  | State Route     |

THERMO MINE  
D-1 (1 OF 3)  
SPIF - TPDES PERMIT NO.  
WQ0004122000  
SULPHUR SPRINGS, TX  
2022



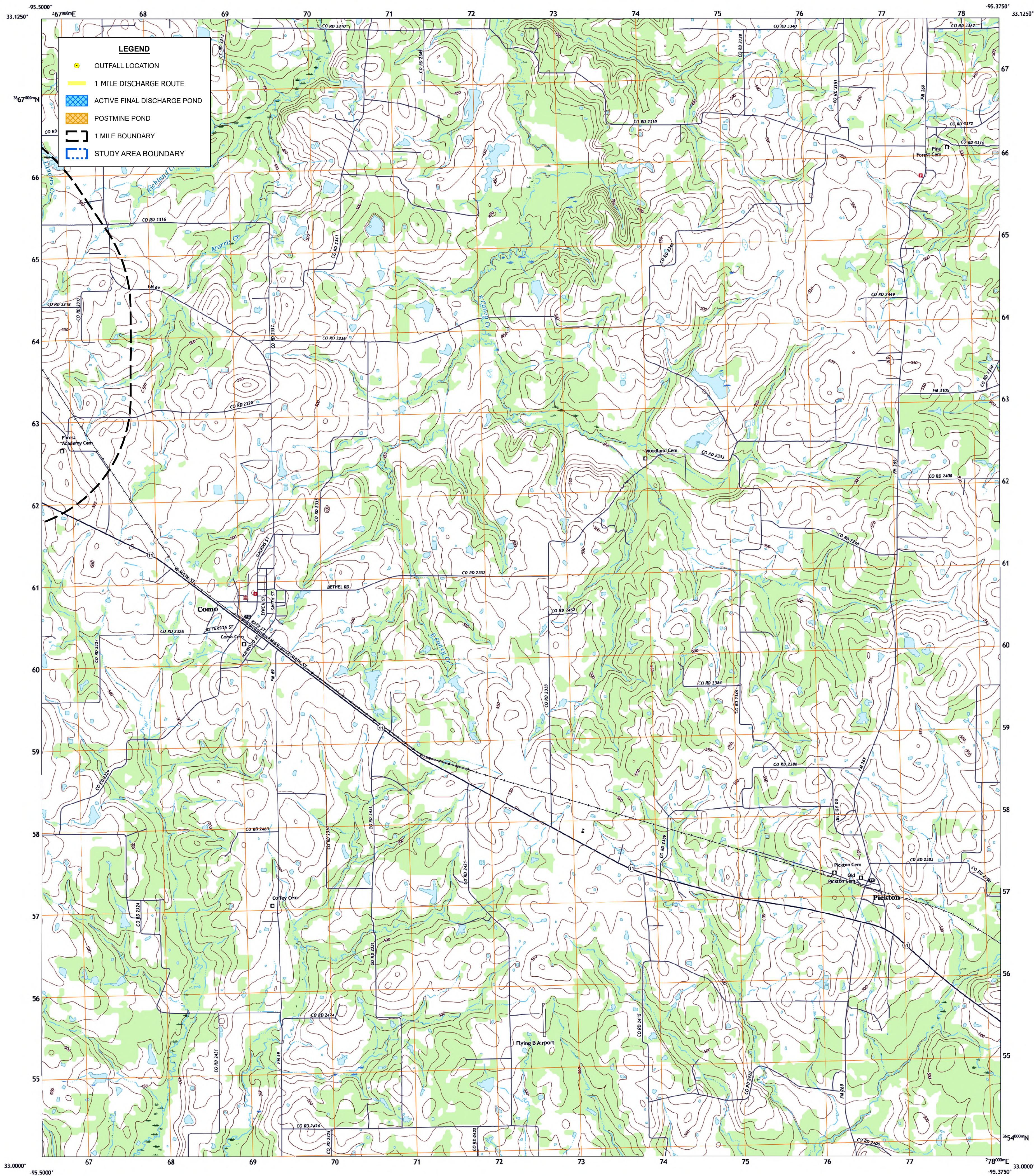


| ROAD CLASSIFICATION  |  |   |   |
|--|--|---|---|
| Expressway   |           | Local Connector   |  |
| Secondary /hwy   |           | Local Road  |  |
| Ramp   |           | 4WD   |  |
|  Interstate Route |  US Route |  State Route |   |

THERMO MINE  
D-2 (2 OF 3)  
SPIF - TPDES PERMIT NO.  
WQ0004122000  
SULPHUR SPRINGS SE, TX

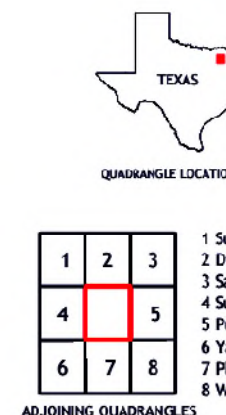
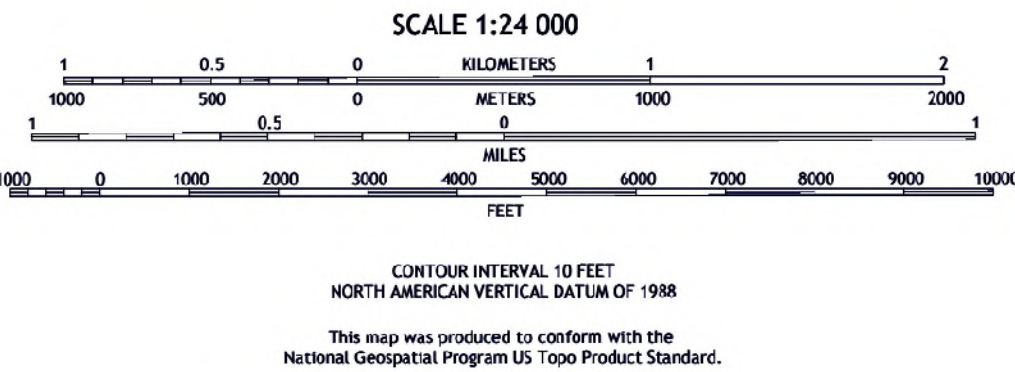
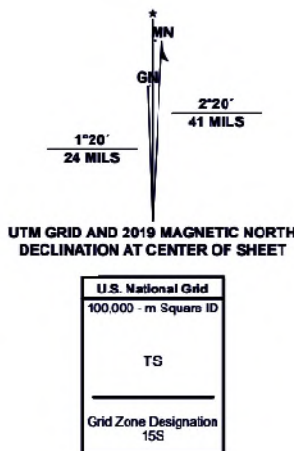
2022





Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84). Projection and  
1 000-meter grid: Universal Transverse Mercator, Zone 15S  
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generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Imagery.....NAIP, September 2016 - November 2016  
Roads.....U.S. Census Bureau, 2015 - 2018  
Names.....National Hydrography Dataset, 2003 - 2018  
Hydrography.....National Hydrography Dataset, 2003 - 2018  
Contours.....National Elevation Dataset, 2004  
Boundaries.....Multiple sources; see metadata file 2019 - 2021  
Wetlands.....FWS National Wetlands Inventory Not Available



**ROAD CLASSIFICATION**

Expressway  
Secondary Hwy  
Ramp  
Interstate Route  
Local Connector  
Local Road  
4WD  
US Route  
State Route

**THERMO MINE**  
D-3 (3 OF 3)  
SPIF - TPDES PERMIT NO.  
WQ0004122000  
COMO, TX  
2022



Attachment P

Property Owner Agreement

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

## **Administrative Report Section 10.f Land Ownership**

Lignite production at Thermo Mine ended in 2013. Since that time, Luminant has continued to reclaim mined areas, monitor for restoration success, and maintain permit compliance, including TPDES permit WQ0004122000.

In 2016 the City of Sulphur Springs expressed interest in obtaining Thermo property. Discussions around this culminated in the signing of a Development Agreement between Luminant and the City of Sulphur Springs on October 16, 2018. (Attachment P). This Development Agreement establish the conditions of Luminant transferring the property to the City with Luminant maintaining the regulatory obligations associated with the ending of mining activities, including TPDES permit WQ0004122000. In Section 3.2, the Development agreement states that reclamation by Luminant will be in accordance with Environmental Regulations including the permits listed in Exhibit K. Exhibit K lists "TCEQ, Wastewater Discharge permit, Monticello-Thermo, No. 4122," which is TPDES Permit WQ0004122000.

On November 22, 2019 Luminant transferred land ownership of the Monticello-Thermo Mine to the City of Sulphur Springs. As a part of that transfer, the City of Sulphur Springs granted Exclusive Easement (Attachment P) to provide Luminant with unimpeded and unrestricted access to implement and fulfill reclamation obligations (Section 1). Reclamation obligations include ". . any other permits listed on Exhibit "K" of the Development Agreement. ." (Section 3.D). This Easement "shall continue in full force and effect for an indefinite period; provided, however, each such easement shall terminate upon the full and final release of... regulatory... obligations..." (Section 5).

While there is no lease between the property owner, City of Sulphur Springs, and the owner/operator of the facilities, Luminant, there is a binding agreement in the form of the Development Agreement and Easement, that allows Luminant operate under wastewater permit WQ0004122000 until no longer required.

---

**DEVELOPMENT AGREEMENT**  
**BETWEEN**  
**LUMINANT GENERATION COMPANY LLC**  
**LUMINANT MINING COMPANY LLC**  
**AND**  
**THE CITY OF SULPHUR SPRINGS**  
  
**DATED OCTOBER 16, 2018**

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| Exhibit C | Excluded Tracts   |
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## DEVELOPMENT AGREEMENT

This Development Agreement (the “Agreement”) is entered into pursuant to Section 212.172, and Chapters 271 and 380 of the Texas Local Government Code between the City of Sulphur Springs, Texas (the “City”), a municipal corporation organized under Article 11 of the Texas Constitution, whose address is 125 South Davis Street, Sulphur Springs, Texas 75482, acting by and through its City Manager, and Luminant Mining Company LLC and Luminant Generation Company LLC (together, “Luminant”), each a Texas limited liability company, with principal offices at 6555 Sierra Drive, Irving, Texas (City and Luminant are sometimes individually referred to as a “Party”, and collectively as the “Parties”).

### RECITALS

**WHEREAS**, the City is a home rule city in Hopkins County, Texas; and

**WHEREAS**, Luminant owns approximately 4,901.228 acres of unincorporated real property in Hopkins County, Texas (the “Land”), more particularly and separately described in the attached Exhibit “A”, some of which is located in the extraterritorial jurisdiction of the City (“ETJ”); and

**WHEREAS**, portions of the Land were permitted for mining operations by Luminant, which mining has been completed; and

**WHEREAS**, a portion of the Land, more particularly and separately described in the attached Exhibit “A”, was permitted for mining operations by Luminant, which mining has been completed (the “Reclamation Tract”), and is now subject to the reclamation requirements of the Railroad Commission of Texas (“RRC”), which requirements are codified in 16 Texas Administrative Code § 12.1 et seq. (the “Coal Mining Regulations”) and governed by Permit Nos. 5G and 56, issued by RRC to Luminant, as amended from time to time (together with the other permits listed herein, the “Permits”), and secured by a blanket collateral bond posted by Luminant (the “Bond”), which is required to be maintained with the RRC in an amount sufficient to cover the approved reclamation cost until release of all reclamation obligations; and

**WHEREAS**, the Reclamation Tract is also subject to the rules and regulations of various other regulatory agencies including, but not limited to, the Texas Commission on Environmental Quality (“TCEQ”) and the United States Army Corps of Engineers (the “Corps”) (the regulations, collectively, the “Environmental Regulations”); and

**WHEREAS**, Luminant, in furtherance of its operations, placed or constructed certain Improvements and Facilities (both defined herein) on the Land, and will, subject to this Agreement, install certain Improvements on the Reclamation Tract, namely a water impoundment, stream channels and forested wetlands (the Improvements, Facilities and Land, collectively referred to as the “Property”); and

**WHEREAS**, the City desires to own and flexibly develop, use and maintain the Property as a multi-use site for the benefit of its residents; and

**WHEREAS**, Luminant desires (i) to transfer the Property to the City, and (ii) to prepare the Property to be developed by the City into a multi-use site, all subject to (a) Luminant’s ability to continue the current use of certain portions of the Land, which includes Luminant’s ability to continue reclamation operations; (b) Luminant’s ability to remain in compliance with the Coal



Mining Regulations, the Permits, the Environmental Regulations and any other rules and regulations covering its reclamation obligations or its occupancy of the Land; (c) the final approval by the RRC of all necessary permit revisions, and the release of the Reclamation Tract from the Permits, the Bonds, the Environmental Regulations and from any other programs or permits covering reclamation obligations (the “Releases”); and (d) the City’s guarantee that the City’s current or future land-use and development regulations and/or ordinances shall not be applicable to the Reclamation Tract and any Facilities or Improvements located thereon until the Releases have been provided in full and final form, in consideration for which, among other things, Luminant agrees to enter into this Agreement; and

**WHEREAS**, the City desires to permit Luminant to continue reclaiming the Reclamation Tract in accordance with (i) the Coal Mining Regulations, the Permits, the Environmental Regulations, and any other rules and regulations covering reclamation obligations on the Reclamation Tract, and (ii) this Agreement, without the Reclamation Tract being subject to current or future land-use and development regulations and/or ordinances of the City; and

**WHEREAS**, the RRC supports reclamation activities and changes of land-use that result in beneficial land use by the general public and, specifically, local communities; and

**WHEREAS**, the Land is eligible to be the subject of a development agreement under Section 212.172 of the Local Government Code and an economic development agreement under Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, this Agreement is entered into in compliance with Section 212.172 and Chapter 380, in order to address the desires of Luminant and the City; and

**WHEREAS**, the City will be the beneficiary of the reclamation activities undertaken by Luminant, which activities constitute services for purposes of Chapter 271 of the Texas Local Government Code; and

**WHEREAS**, the City Council has found that development of the Property in compliance with this Agreement will serve a public purpose, be in the best interests and welfare of the public, and provide future benefit to the economy of the City; and

**WHEREAS**, the City Council authorized and approved this Agreement at a special meeting of the City Council subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on October 16, 2018 (Resolution No. 1155), that approved this Agreement with Luminant on the terms and conditions herein; and

**WHEREAS**, Luminant and the City acknowledge that this Agreement is binding upon the City and Luminant, and their respective heirs, successors and assigns for the Term (defined herein) of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the Real Property Records of Hopkins County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

## SECTION 1. PURPOSES, AUTHORITY AND CONSIDERATION

1.1 Authority. Authority for Luminant and the City to enter into this Agreement exists under the City Charter of the City, Section 212.172 and Chapters 271 and 380 of the Texas Local Government Code, and such other statutes as may be applicable. The approval of this Agreement is subject to and contingent upon authorization granted by the City Council.

1.2 Benefits. The City desires to enter into this Agreement to enhance the City's ability to plan for, enhance, coordinate and control the development of the Property. The City acknowledges that such enhancement and control will allow it to develop the Property as a multi-use site and be competitive in attracting industry and business to the City. The City desires to attract business and tax revenue for the benefit of the City and its residents, and thereby stimulate economic growth in the future, provide for efficient use of the Property, and serve a valuable public purpose.

Luminant desires to enter into this Agreement to facilitate the efficient and cost-effective reclamation and re-use of the Property and will benefit from the certainty provided by this Agreement with respect to its reclamation obligations and annexation, and from commitments made by the City with respect to the existing and planned Facilities and Improvements.

1.3 Consideration. The benefits to the Parties set forth in the Recitals and herein, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is acknowledged by the Parties.

1.4 Effective Date. This Agreement shall be effective on the date this Agreement is fully executed by both Parties.

1.5 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years (the "Term").

1.5.1 Extensions to Term. Prior to the termination of the Term, and with one hundred eighty (180) days written notice to the City, Luminant, or any of its respective successors or assigns, may extend this Agreement for additional periods of five (5) years each if the Permits, the Bond, the Environmental Regulations and another rules and regulations covering reclamations obligations have not been fully and finally released; provided, however, that (i) Luminant is not in Material Breach of the Agreement, and (ii) such additional periods do not cumulatively exceed the limitations of State law.

1.5.2 Early Termination. Luminant may terminate this Agreement at any time after Closing but prior to the end of the Term, including as extended, if necessary, provided that:

1.5.2.1 the Permits, the Bond, the Environmental Regulations and any other rules and regulations covering reclamation obligations have been fully and finally released; or

1.5.2.2 the City has not satisfied the Conditions Precedent (defined herein) by the date set in Section 4 hereof.

## SECTION 2. PURCHASE AND SALE

2.1 Purchase and Sale. Luminant agrees to sell and convey and the City agrees to purchase and pay for the Property. For clarity, the Property shall include all rights of Luminant whatsoever



in and to the Property, including without limitation all of Luminant's right, title and interest in and to adjacent streets, alleys, strips, gores, rights-of-way, privileges, easements, interests and appurtenances thereto. Luminant's rights and obligations under the Permits, its rights under the Exclusive Easement, and the rights otherwise reserved herein are hereby excluded from the Property.

2.2 Purchase Price. The purchase price for the Property is One Hundred and No/100 Dollars (\$100.00), and other good and valuable consideration consisting of the mutual covenants, restrictions, obligations and provisions of this Agreement.

2.3 Description of Property. The Property consists of and includes the following Land, Facilities, Improvements and other real and personal properties.

2.3.1 Land. The Land is 4901.228 acres more or less, as identified on Exhibit "A" attached hereto.

2.3.1.1 Description. The Parties acknowledge and agree that some of the descriptions describing portions of the Land are based on deed references, including metes and bounds, which are based on surveys conducted decades ago. The Parties acknowledge and agree that the Property description attached hereto is sufficient to accurately identify the Property to be conveyed until delivery and approval or deemed approval of a Survey of the Property. Upon approval or deemed approval of the Survey, the Property description set forth in the Survey shall be the description of the Property for all purposes of this Agreement.

2.3.1.2 Surveys. Luminant will furnish to the City any existing surveys or property descriptions of the Land that are in Luminant's possession. Should the City require a recertification of such surveys, recertification will be done at the City's sole cost and expense. For those portions of the Land that do not have a survey or a metes and bounds deed description, a legal description of the Land will be made by a registered professional land surveyor at the City's expense.

2.3.2 Facilities. Existing facilities on the Land include, but are not limited to, office and maintenance buildings, tank farms (bulk storage tanks), warehouse and warehouse yards, and storage and parking areas and rail sidings, as identified on Exhibit "D" attached hereto (the "Facilities").

2.3.3 Improvements. Existing Improvements on the Land include, but are not limited to, certain wetlands, haul roads, rail lines (including the KCS switch and rail crossing), culverts, access roads, drop structures, and the FM 1870 Bridge. Luminant will construct, as future Improvements, the Water Impoundments, stream channels and forested wetlands on the Land, as identified on Exhibit "E" attached hereto (the "Improvements").

2.3.3.1 Water Impoundments. The existing and future ponds or water bodies ("Water Impoundments"), some of which will require the City to secure authorization from TCEQ to store and/or use the water stored within such Water Impoundments, as listed with more specificity on Exhibit "L":

- a. A-18 Pond;
- b. B-15 Pond;

- c. B-17 Pond;
- d. B-18 Pond;
- e. C-06 Pond;
- f. D-03 Pond;
- g. G-13 Pond; and
- h. H-03 Pond.

2.3.4 Existing Water Right. At Closing, Luminant will transfer to the City Water Right No. 5906 (“Water Right No. 5906”), which currently authorizes the storage and use of the water in the B-15 Pond, B-18 Pond and D-03 Pond, subject to retaining from the City the right to use Water Right No. 5906 through the completion of reclamation and receipt of all Releases.

2.3.5 Waste Landfills. The Land includes four (4) industrial solid waste disposal sites, all of which may contain Class III solid wastes, have been closed pursuant to and in compliance with TCEQ rules pertaining to industrial solid waste management, and have been deed recorded in the Hopkins County Real Property Records, copies of which are attached hereto as Exhibit “F”.

2.3.6 Monitoring Wells and Dewatering Wells. As depicted on the attached Exhibit “G”, there are monitoring wells and dewatering wells associated with Luminant’s reclamation obligations. Such “Monitoring Wells and Dewatering Wells” will remain under Luminant management and control, subject to the Exclusive Easement, which management and control will transfer to the City upon the expiration of the Exclusive Easement.

2.3.7 Permits. At the completion of reclamation and upon satisfaction of the requirements under any Environmental Regulation or Coal Mining Regulation, and, specifically, after all of Luminant’s obligations related to discharge to the Water Impoundments have been met and the Bond has been released as to all areas covered under the Texas Pollutant Discharge Elimination System permit no. WQ0004122000 (the “TPDES Permit”), Luminant will transfer said TPDES Permit to the City.

If the City desires to operate the existing sewer plant, which is covered under the TPDES Permit, prior to said transfer, the City must acquire a separate permit from TCEQ.

2.4 Excluded Property. The Property shall not include:

2.4.1 those certain tracts of land, identified in Exhibit “B” and totaling 148.964 acres, which are encumbered with a right of first refusal for the benefit of a third-party (the “Excluded Tracts”), ownership of which shall be retained by Luminant;

2.4.2 the 1.3 acre tract owned by Oncor; and

2.4.2 the silo, conveyor and crusher, all of which Luminant shall remove during its reclamation operations.



2.5 Property Inspection. The City shall have the right, until ten (10) days prior to Closing, to i) inspect the Property and verify the feasibility and suitability of the Property for the City's intended use, and ii) conduct all desired studies, tests, and inspections of the Property that the City deems advisable; provided, however, the City may only enter upon the Property to conduct inspections upon one (1) business days' notice to Luminant; provided further, however, neither the City nor its agent will be permitted to dig or excavate, nor conduct any soil borings or backhoe trenching on any portions of the Land without the advanced written consent of Luminant, which consent may be withheld by Luminant in its sole and absolute discretion. The City shall backfill and restore any hole or trench resulting from any approved inspection as soon as reasonably practicable after completing the inspection. The City agrees to provide evidence to Luminant, before the City or its agents enter the Property, of the City's policies or its agents' policies of general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit covering liabilities for personal injury, death and property damage arising out of activities on or about the Property by the City and its agents and contractors.

2.6 Property Condition. The Property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation (except as expressly with respect to title), either express or implied, concerning or pertaining to the Property is made by Luminant. LUMINANT DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS PERTAINING TO THE PROPERTY, OR ANY PART THEREOF, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF TITLE (EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT), MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF GOOD AND WORKMANLIKE SERVICE. LUMINANT SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE RECLAMATION OF THE PROPERTY HAS BEEN COMPLETED OR WILL BE COMPLETED ACCORDING TO ANY STANDARD OR REGULATION OTHER THAN THAT ESTABLISHED BY THE PERMITS, THE COAL MINING REGULATIONS, AND THE ENVIRONMENTAL REGULATIONS, OR THAT THE RECLAMATION HAS RENDERED OR WILL RENDER THE PROPERTY SUITABLE FOR THE CITY'S PURPOSE. LUMINANT SHALL HAVE NO LIABILITY TO THE CITY FOR LOSS CAUSED BY SETTLING OR SHIFTING SOILS, IT BEING UNDERSTOOD BY THE PARTIES THAT THE CITY SHALL HAVE AN INDEPENDENT INSPECTION CONDUCTED BY A QUALIFIED EXPERT BEFORE COMMENCING ANY DEVELOPMENT OF THE PROPERTY. IN NO EVENT SHALL LUMINANT BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM THE CITY'S OWNERSHIP OR USE OF THE PROPERTY. The occurrence of the Closing shall constitute an acknowledgment by the City that the Property was accepted without representation or warranty, express or implied (except as set forth herein or in the special warranties of title set forth in the Deed) and otherwise in an "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition based solely on the City's own inspection. The acknowledgments and agreements of the City set forth in this Section shall survive Closing and shall not be merged therein.

2.7 Environmental Disclaimer. EXCEPT AS SET FORTH HEREIN, LUMINANT DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (AS HEREINAFTER



DEFINED) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, ANY FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPER LIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (COLLECTIVELY, THE "HAZARDOUS SUBSTANCE LAWS"). For purposes of this Agreement, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. THE CITY IS ADVISED THAT THE PRESENCE OF JURISDICTIONAL WETLANDS OR WATERS OF THE UNITED STATES, TOXIC SUBSTANCES, INCLUDING ASBESTOS AND WASTES OR OTHER ENVIRONMENTAL HAZARDS, OR THE PRESENCE OF A THREATENED OR ENDANGERED SPECIES OR ITS HABITAT MAY AFFECT THE CITY'S INTENDED USE OF THE PROPERTY. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT, BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE CITY WILL BE PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND THE CITY IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LUMINANT. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY, THAT LUMINANT HAS NOT MADE AND WILL NOT BE OBLIGATED TO MAKE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND LUMINANT MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. The acknowledgments and agreements of the City set forth in this Section shall survive Closing and shall not be merged therein.

2.8 Water and Water Impoundments. The Water Impoundments may currently be exempted from permitting through exemptions related to Luminant's mining and reclamation operations. The City acknowledges that it may not qualify for the exemptions Luminant is currently afforded. The City further acknowledges that its subsequent, post-Bond release changes of water uses, which shall be at the City's sole discretion, cost and expense, from agricultural to another purpose may trigger water rights requirements by TCEQ.



2.9 Disclosures. Luminant hereby discloses to the City, and the City hereby acknowledges, that portions of the Property have been used for a variety of functions related to the operation and maintenance of a mine and the equipment associated with such operation and maintenance. As well, portions of the Land have been used historically by prior owners and/or tenants for farming, hunting and ranching, and in connection with such uses prior owners and/or tenants may have used on the Land fertilizers, insecticides, pesticides, and other potentially hazardous materials commonly used in connection with such operations, and may have operated on the Land gasoline and diesel powered farm equipment and vehicles that typically result in incidental deposits of oil, gasoline, diesel or other hydrocarbons on the Land.

2.9.1 Luminant shall deliver to the City or provide the City with reasonable access to copies of all reports, including but not limited to environmental reports, and data and inspections held by or for Seller, of which Seller has knowledge, regarding the Land and the Property; this explicitly includes a Phase I environmental site assessment ("Phase I") to be performed on the loading station, shop and office area to be performed at the request of Luminant for the purposes of this Agreement ("Luminant's Phase I").

2.9.2 Subject to the insurance requirements in Section 2.5 herein, the City, at its sole discretion, cost and expense, will perform or have performed a Phase I on all or portions of the Land ("the City's Phase I").

2.9.3 Subject to the insurance requirements in Section 2.5 herein, the City, at its sole discretion, cost and expense, will perform or have performed a Phase II environmental site assessment ("the City's Phase II") based on the findings of the City's Phase I.

2.9.3.1 The Baseline Report. The City's Phase II shall establish the baseline environmental condition for all portions of the Land assessed under the City's Phase II. For all portions of the Land which are not assessed during the City's Phase II, Luminant's Phase I, the City's Phase I, or the collective information from both Phase Is shall establish the baseline environmental condition.

2.9.3.2 Notwithstanding that the transfer of the Land is being done on an as is, where is basis, as noted in Section 2.6 herein, and that Luminant makes no warranty or representation to the condition of the Land, except as explicitly stated in this Agreement, the Baseline Report(s) sets forth any known or suspected recognized environmental conditions affecting the subject Land as of the Closing. The Parties agree that there shall be a rebuttable presumption that environmental conditions identified through any means after the Closing that were not identified in the Baseline Report(s) represent environmental conditions that first arose after the Closing and which, as between Luminant and the City, shall be the sole responsibility of the City.

2.9.3.3 The Baseline Report(s) is not a representation or warranty by Luminant regarding the environmental or physical conditions of the subject Land, and Luminant shall have no liability in connection with the accuracy or completeness thereof.

The information referred to in this Section 2.9 is made available without representation by Luminant or recourse to Luminant. The City relies on such information at its own risk. Without limiting the generality of the foregoing, the City acknowledges that Luminant has made no representations (expressed or implied) regarding the accuracy of such information, the qualifications of the parties preparing such information, or the conclusions set forth therein.

**2.10 No Indemnification.** LUMINANT SHALL HAVE NO OBLIGATION TO INDEMNIFY OR HOLD THE CITY HARMLESS FROM AND AGAINST CLAIMS, SUITS, LIABILITIES, COSTS, LOSSES, DAMAGES, OR EXPENSES FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY, ARISING FROM, OR RELATING TO THE USE OF THE PROPERTY BY THE CITY, THE CITY'S SUCCESSORS OR ASSIGNS, OR THEIR EMPLOYEES, AGENTS, GUESTS, LESSEES, LICENSEES OR INVITEES.

### **SECTION 3. PROJECT; CONTROL OF RECLAMATION; GOVERNING REGULATIONS**

**3.1 Project Defined.** The "Project" established by the Agreement will be a multi-phased development project aimed at reclaiming the Property to an agricultural and/or industrial and commercial ("I/C") standard, for the benefit of the City's future marketing and/or development of the Property, in accordance with the Permits, the Coal Mining Regulations, and the Environmental Regulations. The Project includes all work by Luminant to satisfy any obligation of Luminant under any of the Permits, the Coal Mining Regulations, or the Environmental Regulations.

**3.1.1** Luminant will submit the necessary administrative and/or significant revision applications to Mine Permit No. 5G and Mine Permit No. 56 to facilitate compliance with the Coal Mining Regulations and in furtherance of the Project, including, but not limited to, reclamation, land use, structure designs, bond map updates, surface and groundwater monitoring reports or monitoring changes, conversion of temporary structures to permanent, design packages, well transfers, reclamation cost estimates, groundcover and productivity reports, vegetation monitoring and Bond release.

**3.1.2** Luminant will submit the following to the Corps in furtherance of the Project:

- a. An environmental covenant or deed restriction, in substantially similar form as attached hereto in Exhibit "H", for protection of certain jurisdictional Waters of the United States ("WOTUS") on the Land within Thermo A-1 Area and H-Area (zones C4 and D2), subject to further discussion with the Corps at the maturity of the mitigation effort and presentation to the Corps for concurrence on closure (estimated to occur in 2027, approximately).

**3.1.3** The following portions of Property will be open to access to the City immediately upon Closing, subject to the retained right of entry provided herein, and shall not be subject to the Exclusive Easement:

- a. Any areas of the Property that have received Releases as of Closing.



3.1.4 Luminant shall continue reclamation of the following areas, which are part of the Reclamation Tract. All temporary diversions, ponds and roads need to be approved by the RRC as permanent or reclaimed.

3.1.4.1 A-1 Area. Luminant intends to reclaim the A-1 Area to the post-mine land uses approved in Permit No. 56 or revisions thereof, including three Water Impoundments, as delineated on Exhibit "L", pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams.

3.1.4.2 H-Area. Luminant intends to reclaim the H-Area to the post-mine land uses approved in Permit No. 5G or revisions thereof, including a Water Impoundment (H-03 Pond), pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams.

- a. H-03 Pond to be constructed by Luminant and have a capacity of 475-acre feet.

3.1.4.3 G-Area. Luminant has completed all dirt work and re-vegetation in the G-Area.

3.1.4.4 Central Area. Luminant intends to reclaim the Central area to the post-mine land uses approved in the Permits or revisions thereof, including, but not limited to, pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams:

- a. Teardown the silo, conveyor and crusher, and leave the concrete footings and slab in place;
- b. Remove any remaining lignite fines down to the stockpile base, leaving the stockpile base, if in useable condition, to be used by the City as a parking or storage area;
- c. Remove existing concrete slabs and footings, other than those mentioned in subparagraph (a) above, three feet (3') from the surface of the Land; and
- d. Allow the City to use, subject to its ability to be beneficially re-used, any concrete that is left after the removal of the silo and concrete slabs and footings.

3.1.5 Wetlands. The City agrees that upon conveyance of the Land and thereafter in its ownership of the Land, that the City will not impact or disturb any jurisdictional WOTUS or their associated riparian buffers until such time Luminant has met and satisfied the mitigation requirements of the Section 404 permit authorizations ("404 Permits"), listed in Exhibit "I", and such 404 Permits are finally and fully closed. The City acknowledges that prior to such closure of 404 Permit No. SWF-2012-00122 in the A-1 Area, unless otherwise negotiated with the Corps, long-term protection must be created for the affected wetland and WOTUS which will be in the form of legal deed recordation, conservation easement or other such other form of site protection required by the Corps.

Additionally, the City agrees that Luminant shall retain a right of entry to conduct surveys and studies for the evaluation of the WOTUS needed to verify that mitigation requirements are being met per the 404 Permits and Environmental Regulations. Likewise, the City agrees to allow Luminant to manage the WOTUS as needed to ensure completion and protection of mitigation to that standards of the 404 Permits and Environmental Regulations. Such management shall include, but not be limited to, supplemental vegetation planning, management of invasive species, repair of erosion and sediment control. Such rights of entry and management will be contained in the Exclusive Easement, attached hereto as Exhibit "J".

#### 3.1.6 Placeholder.

3.2 Reclamation Standards and Requirements. All reclamation of the Property undertaken by Luminant will be in accordance with the Coal Mining Regulations, the Permits, the Bond, the Environmental Regulations and any other rules and regulations of other governmental agencies covering reclamation obligations, including but not limited to the Environmental Regulations related to former mining land or other real property impacted in the course of mining operations. The Parties acknowledge that there are currently twelve (12) open and active environmental permits attached to the Land, a complete listing of which is attached hereto as Exhibit "K". Luminant's compliance with applicable regulations shall be determined solely by the governmental agency with enforcement jurisdiction over those regulations.

The timing and sequencing of the reclamation of the Property will be determined and completed at the sole discretion of Luminant consistent with the Permits, the Coal Mining Regulations and the Environmental Regulations.

3.3 City Regulations. The City guarantees and agrees that, during the Term of this Agreement, the City will not (i) zone the Land or create a zoning classification on the Land that prohibits reclamation operations or impairs or impedes Luminant's ability to satisfy its reclamation obligations in a reasonable, prompt and efficient manner, (ii) require Luminant to submit, apply for, or record a subdivision plat, development plat, site plan, or building or development permit as a condition for performing its reclamation obligations; (iii) impose any standard or requirement for reclamation of the Land in addition to those existing under the Permits, the Coal Mining Regulations and the Environmental Regulations; (iv) require Luminant to construct any streets, bridges or other public improvements on the Land; (v) require Luminant to undertake any study of the Land for any purpose other than to provide the City with copies of any report or study Luminant submits to the RRC, TCEQ, the Corps, or other governmental agency; (vi) impose any impact fees or other fees, assessments, or taxes upon Luminant in conjunction with the performance of its reclamation obligations or occupation of the Land under the terms of this Agreement; (vii) require Luminant to comply with any wetland, storm water, flood plain, water quality or other environmental regulation of the City; or (viii) apply any other ordinance or other rule prohibiting the reclamation operations on the Land or impairing or impeding Luminant's ability to satisfy its reclamation obligations in a reasonable and efficient manner.

Except as provided herein, the City is authorized to enforce, in the same manner the regulations are enforced within the City's boundaries, all of the City's regulations and planning authority that do not interfere with, impair, or impede Luminant's reclamation obligations or the ability of Luminant to satisfy the Coal Mining Regulations, the Permits, the Environmental



Regulations or any rules or regulations of another governmental agency covering reclamation obligations, or the ability of Luminant to achieve full and final release of the Permits, the Bond, the Environmental Regulations or any other rules and regulations of other governmental agencies covering reclamation obligations.

### 3.4 Vested Rights.

3.4.1 Chapter 245 of the Local Government Code. This Agreement constitutes a “permit” within the meaning of Chapter 245 of the Texas Local Government Code and provides the City fair notice of the Project, as such term is defined therein. Notwithstanding any other provisions of this Agreement, or any applicable state law, the Project shall be deemed in progress, and not dormant for purpose of Section 245.005 of the Local Government Code, as long as the Bond remains outstanding. Except as provided in this Section, Luminant does not, by entering into this Agreement, waive (and Luminant expressly reserves) any right that Luminant may now or hereafter have with respect to any claim (a) of vested or protected development or other property rights arising from Chapter 245 of the Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws; or (b) that an action by the City constitutes a taking or inverse condemnation of all or any portion of the Land. This Agreement shall not terminate or be modified in the event that one or all of the state statutes referenced herein shall be repealed or modified.

3.4.2 Section 43.002 of the Local Government Code. The City acknowledges and agrees that, as of the Effective Date, Luminant has commenced use of the Land for the performance of its reclamation obligations, and that nothing herein shall be deemed a waiver of Luminant’s rights under Section 43.002 of the Texas Local Government Code to continue that use after annexation of all or any portion of the Land by the City.

3.5 Rights and Responsibilities. The Parties shall have the following obligations and responsibilities related to the Property.

3.5.1 Luminant’s Rights and Responsibilities. As long as any portion of the Property is under the Bond or otherwise subject to an Environmental Regulation or a Permit, Luminant shall have the following rights and responsibilities related to said portions of Property:

- a. reclamation, at its sole cost and in accordance with Coal Mining Regulations, the Permits, the Bond and any other rules and regulations covering reclamation obligations on the Property;
- b. full and sole authority over the reclamation operations and to make any regulatory decisions regarding the Property covered under the Bond, including those related to its development;
- c. sole, exclusive authority to consult with RRC, TCEQ, the Corps or any other agency or entity with jurisdiction over the mining and reclamation obligations on the Land; and



- d. no title to, interest in or authority over the Property or any portion thereof will transfer to the City until Closing, and such will not transfer except as expressly stipulated in this Agreement.

3.5.2 City's Rights, Responsibilities and Authority. The City shall have the following rights and responsibilities, and authority:

- a. assist Luminant in all respects in getting approval from the RRC to undertake this Project;
- b. assume from Luminant the obligations related to the Facilities and Improvements, which include, but are not limited to, those maintenance and removal obligations related to the main switch and rail crossing on the KCS switch and rail crossing, including but not limited to the obligations contained within that certain Temporary Private Road Crossing Agreement attached hereto and made a part hereof as Exhibit "Q", the FM 1870 Bridge, including but not limited to the obligations contained within that certain Agreement to Accept Donation for Highway Construction Projects and the Order from the Commissioners' Court of Hopkins County, attached hereto and made a part hereof as Exhibit "O", and Hopkins County Road 2307 ("CR 2307") and Hopkins County Road 2309 ("CR 2309"), including but not limited to the obligations contained in the Hopkins County Commissioners' Court orders and agreement attached hereto as Exhibit "P";
- c. own and maintain any Improvements added to the Land, or that the City otherwise installs on the Land ("City-Added Improvements");
- d. consult with and secure from TCEQ the right to impound and use water in amounts sufficient to allow the RRC to declare the Water Impoundments permanent (the "Water Rights").

In its attempts to obtain the Water Rights, the City shall:

- i. ensure that Luminant is apprised of and has the opportunity to participate in all meetings with the TCEQ or any other governmental agency;
- ii. provide Luminant with quarterly written updates, delivered within ten (10) days following the end of each calendar year quarter, on the status of the Water Rights, including what actions were taken in the preceding quarter and what actions it intends to take in the upcoming quarter; and
- iii. satisfy the Conditions Precedents stated in Section 4 hereof.

3.5.3 Joint Responsibilities. The City and Luminant shall work together to submit, on or before December 31, 2018, a joint application to the TCEQ for the amendment of Water Right No. 5906, which amendment shall:

- a. add the A-18 Pond, B-17 Pond, C-06 Pond, G-13 Pond and H-03 Pond; and
- b. add recreational and other uses to the B-15 Pond, B-18 Pond, D-03 Pond and A-18 Pond, B-17 Pond, C-06 Pond, G-13 Pond and H-03 Pond; and
- c. explain the relationship of the Parties, as it relates to said joint application and Water Right No. 5906; and
- d. not transfer Luminant's ownership of, nor impair Luminant's use of or compliance with Water Right No. 5906 until such has been transferred to the City in accordance with Section 2.3.4 herein.

3.5.4 Miscellaneous. For clarity, the City shall not be required to provide any financial support to Luminant for the development of the natural elements of the reclamation plan which are regulated by the RRC and will not have any authority or ability to direct the development or change those aspects which are regulated by the RRC.

For clarity, Luminant shall not be responsible for the costs or expenses associated with constructing, nor be required to provide any financial support to the City to construct or maintain any City-Added Improvements. Further, although the amendment referenced in Section 3.5.3 will be submitted by Luminant, Luminant shall not be responsible for the costs or expenses associated with completing the application for amendment or obtaining the Water Rights, including but not limited to those costs and expenses for modeling Water Right No. 5906.

Notwithstanding Luminant's regulatory control of those portions of the Property covered by the Permits or the Bond and that Luminant can design such portions of the Property and amend such designs from time to time at its sole discretion, Luminant will allow the City to review the design and any subsequent changes to it, and will endeavor, to the extent Luminant determines to be feasible in its sole judgment, to accommodate the City's desires and future uses of the Reclamation Tract in finalizing the Reclamation Tract design and in the developing of the Reclamation Tract.

#### **SECTION 4. CONDITIONS TO CLOSE**

Luminant shall have no obligation to convey the Property to the City until the City has satisfied the following conditions (the "Conditions Precedent"):

1. Receive authorization and approval from the City Council to enter into this Agreement; and
2. Secure from TCEQ Water Rights in an amount sufficient to allow the RRC to declare the Water Impoundments permanent; and
3. Submit joint application to the TCEQ for the amendment of Water Right No. 5906 on or before December 31, 2018; and
4. Submit application to the TCEQ for any additional Water Rights determined by TCEQ to be needed for the Water Impoundments within ninety (90) days of said TCEQ determination; and



5. Obtain an updated survey containing a sufficient description of the boundary of the Land and the Reclamation Tract; and
6. Deliver to Luminant an order from the Hopkins County Commissioners' Court that the terms and obligations in the orders and agreements related to CR 2307 and CR 2309, attached hereto as Exhibit "P", have been transferred to the City and that Luminant has been released of all liabilities and obligations related thereto; and
7. Deliver to Luminant confirmation from the Texas Department of Transportation that the terms and obligations in the agreements related to the FM 1870 Bridge, attached hereto as Exhibit "O", have been transferred to the City and that Luminant has been release of all liabilities and obligations related thereto; and
8. Deliver to Luminant the executed Landowner Consultation and Exclusive Easement.

Notwithstanding any other provision of this Agreement, with the exception of number 3 in the above list, if the Conditions Precedent are not satisfied by December 31, 2019, then this Agreement shall terminate and be of no force and effect, and the Parties shall have no further obligations to one another hereunder, except with respect to the obligations described herein as surviving termination of the Agreement.

The Parties may, by mutual written agreement, extend the period to satisfy any of the Conditions Precedent.

## **SECTION 5. CLOSING; OWNERSHIP**

5.1 Closing Date. Within ten (10) days after all Conditions Precedent are satisfied ("Closing"), Luminant will convey the Property to the City subject to the provisions of this Agreement via a special warranty deed.

5.2 Closing Deliverables. At Closing, Luminant and the City shall cause to be delivered the following items, as applicable:

5.2.1 Luminant shall cause to be delivered to the City:

5.2.1.1 Title Policy. Luminant shall furnish to the City, at the City's expense, an Owner's policy of title insurance (the "Title Policy") in the amount of the appraisal district value, dated at Closing, insuring the City against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances), and the following exceptions (the "Permitted Exceptions"):

- a. The standard printed exception for standby fees, taxes and assessments.
- b. Utility easements.
- c. All easements and restrictions of record, and any easements shown on a survey.
- d. Reservations or exceptions otherwise permitted by this Agreement or as may be approved by the City in writing.



- e. The standard printed exception as to discrepancies, conflicts, or shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.
- f. The Permits, and any other encumbrances to the Land being held to satisfy Luminant's reclamation obligations.

5.2.1.2 Executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer, and any record drawings, project manuals or any other documentation, if any, related to the conveyed Facilities and Improvements.

5.2.1.3. Special Warranty Deed. Luminant shall deliver a special warranty deed ("Deed") conveying fee simple title to the Property, free and clear of any liens or other encumbrances, subject only to the Permitted Exceptions.

5.2.2 The City shall cause to be delivered to Luminant:

5.2.2.1 the Exclusive Easement(s), as attached hereto in form as Exhibit "J"; and

5.2.2.2 an executed Waiver of Landowner Consultation, as attached hereto in form as Exhibit "M".

5.3 Closing Costs. All costs of Closing shall be apportioned equally between the Parties, except each Party shall pay its own attorneys' fees.

5.4 Luminant's Representations. Luminant represents and warrants to the City:

5.4.1 There are no existing contracts or agreements entered into by Luminant, either recorded or unrecorded, written or oral, affecting the Property, or any portion thereof or the use thereof, other than the Permitted Exceptions; and

5.4.2 Luminant has no knowledge of any pending or threatened condemnation proceedings with respect to the Property.

5.5 The City's Representations. The City represents and warrant to Luminant:

5.5.1 The City will make every effort to secure the Water Rights from TCEQ in an expeditious manner, and will allow Luminant to participate in the process; and

5.5.2 From and after Closing, the City agrees to accept and will own, operate and maintain the Property, subject to the terms set forth herein and those of the Exclusive Easement, and shall be responsible for all costs and obligations associated with same, including but not limited to those associated with the FM 1870 Bridge as delineated in Exhibit "O", CR 2307 and CR 2309 as delineated in Exhibit "P", and the KCS switch and rail crossing as delineated in Exhibit "Q", but with the exception of any costs related to Luminant's reclamation obligations. With respect to the Reclamation Tract, until Releases have been received, the City shall not use the Reclamation Tract or allow any use of the Reclamation Tract that is inconsistent with, interferes with, impairs or impedes Luminant's ability to satisfy its reclamation obligations. For clarity, the Parties agree that any subdivision and sale of all or any portion of the Reclamation Tract, prior to the Releases

being received, to a third-party end user for development shall be deemed a use inconsistent with Luminant's reclamation obligations.

## **SECTION 6. EXCLUSIVE EASEMENT; CONTINUATION OF RECLAMATION**

6.1 Exclusive Easement. At Closing, the City will grant and convey to Luminant an exclusive easement over the Reclamation Tract (the "Exclusive Easement"), providing for the reclamation of the Reclamation Tract and access to the Reclamation Tract across the remainder of the Land. Such Exclusive Easement will be in the form attached hereto as Exhibit "J", and will run with the affected Land until all Releases have been received. Upon receipt of the Releases, Luminant will file in the Hopkins County Real Property Records a document releasing such released portions of the Land from the Exclusive Easement.

For clarity, at no time will the Reclamation Tract or any portion thereof be open to the public or available for use by the City in a manner inconsistent with Luminant's reclamation obligations.

6.2 Luminant's Use of the Property. Post-Closing, the City hereby consents and agrees to, at no cost to Luminant, Luminant's use and unrestricted access to any and all portions of the Land within the boundaries of Permit No. 5G and Permit No. 56 that may be reasonably necessary to comply with its obligations under this Agreement, or under the Environmental Regulations.

## **SECTION 7. THE CITY'S WAIVER OF GOVERNMENTAL IMMUNITY, REGULATORY ACTION**

7.1 Chapter 271 of the Texas Local Government Code. The City and Luminant agree that Luminant's reclamation activities on the Reclamation Tract constitute services benefitting the City's ownership of the Land for purpose of Chapter 271 of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement with regard to the provision of these services to the fullest extent permitted by Section 271.152 of the Texas Local Government Code.

7.2 Section 212.172 of the Texas Local Government Code. The City and Luminant acknowledge and agree that this Agreement is a valid development agreement authorized in all respects under Section 212.172 of the Texas Local Government Code. The Parties expressly agree that the rights and obligations of the Parties under this Agreement shall survive the City's acquisition of title to the Land, in that this Agreement imposes rights and obligations on the Parties with regard to the Reclamation Tract that shall survive Closing, which rights and obligations are the consideration for Luminant's conveyance of the Land to the City. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement to the fullest extent permitted by Section 212.172.

7.3 Chapter 245 of the Texas Local Government Code. This Agreement is a permit for purposes of Section 245.001(1) of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory, injunctive relief, or mandamus arising from or relating this Agreement to the fullest extent permitted by Section 245.006 of the Texas Local Government Code.



7.4 Chapter 380 of the Texas Local Government Code. This Agreement is an economic development agreement for purposes of Chapter 380 of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from this Agreement to the fullest extent permitted by Chapter 380.

7.5 Other Law. The Parties do not intend the foregoing waivers to be an exclusive list. It is the Parties' intention that the City waive its governmental immunity for any issues, disputes, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement to the fullest extent permitted by the Texas Constitution or any other law of the State of Texas.

## SECTION 8. ANNEXATION

8.1 Request to Expand Extraterritorial Jurisdiction. The execution of this Agreement by Luminant constitutes a request and petition under Section 42.022(b) of the Texas Local Government Code for the City to expand its extraterritorial jurisdiction to include all of the Land. The Parties agree that this is a legally sufficient request and petition by Luminant, and that no additional requests or petitions from Luminant are necessary for the City Council to consider and adopt an ordinance expanding the City's extraterritorial jurisdiction.

8.2 Expansion of Extraterritorial Jurisdiction. Promptly upon receipt of a copy of this Agreement executed by Luminant, the City Council shall place on its agenda for consideration an ordinance expanding the City's extraterritorial jurisdiction to include the Land. This Agreement shall not become effective until and unless City Council, by duly enacted ordinance approved after a public hearing complying with all City ordinances and the Texas Open Meetings Act, expands the City's extraterritorial jurisdiction to include all of the Land. The City shall provide Luminant at least three (3) days' written notice of any such public hearing.

8.3 No Annexation Prior to Closing. The Parties acknowledge and agree that this Agreement is not a petition for voluntary annexation nor consent to annexation by Luminant with regard to any portion of the Land. The City shall not annex any portion of the Land prior to Closing, nor shall the City take any step to commence annexation proceedings of any portion of the Land prior to Closing, including, without limitation, scheduling, issuing notice of, or conducting a public hearing concerning the annexation of any portion of the Land. In the event this Agreement terminates prior to Closing, the City shall comply with all requirements set forth in Chapter 43 of the Texas Local Government Code before initiating annexation proceedings regarding the Land, including providing Luminant or its successor due notice of any public hearing concerning annexation, and in that event, Luminant expressly retains and does not waive any rights of a property owner under Chapter 43. The provisions of this Section shall survive the termination of this Agreement if this Agreement is terminated prior to Closing.

8.4 Annexation after Closing. This Agreement shall not preclude the City from annexing all or any portion of the Land after title to the Land is conveyed to the City at Closing. To the extent Luminant's consent would be required to such annexation, this Agreement shall be deemed full and final consent to such annexation, without the necessity of further action by Luminant.



## SECTION 9. EMINENT DOMAIN

Nothing herein shall be construed as a consent to eminent domain or as a waiver of any of Luminant's rights in an eminent domain proceeding. In the event that the City initiates eminent domain proceedings with regard to the Land following termination of this Agreement but prior to Closing, the City agrees that this Agreement shall be inadmissible in such proceedings and shall constitute no evidence of the fair market value of the Property.

## SECTION 10. ASSIGNMENT

This Agreement may be assigned by Luminant without the consent of the City to any Luminant affiliated or related entity and Luminant will be released from its obligations under this Agreement upon delivery of a notice of such assignment to the City. Any assignment of Luminant's rights and obligations hereunder to an entity that is not affiliated with or related to Luminant will not release Luminant of its respective obligations under this Agreement until the City has approved the assignment in writing; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

Any assignment of the City's rights and obligations hereunder will not be effective unless first agreed to in writing by Luminant; provided, however, that the City is prohibited from assigning to any third-party that is involved in pending litigation against or is otherwise adverse to Luminant. Any assignment of the City's rights and obligations hereunder will not be valid unless and until Luminant approves the assignment in writing.

Prior to the future sale, conveyance or transfer of any portion of the Property, the City shall give written notice of this Agreement to the prospective purchaser, grantee or transferee, and shall also give Luminant at least ten (10) days' prior written notice of the sale or conveyance.

Pursuant to Subchapter G, this Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchasers. Any reference to Luminant or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

## SECTION 11. EVENTS OF DEFAULT; REMEDIES

No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given); provided, however, in the event of any default by a Party hereunder, the failure to promptly cure of which could lead to an imminent risk of personal injury, loss of life, or damage to property, such Party shall take such immediate action as is reasonably necessary to avoid or mitigate such consequences. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

The provisions of this Section 11 shall not apply to Section 4 and shall not operate to lengthen the time for performance of the Conditions Precedent or limit the ability of Luminant to terminate this Agreement on the date stipulated in Section 4 if the Conditions Precedent have not been satisfied on or before said date.

**IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENTS ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.**

## **SECTION 12. RECORDATION**

This Agreement shall run with the Land, shall be recorded in the real property records of Hopkins County, Texas after the Effective Date, and shall be binding on the City, as the new owner of the Property, and the City's successors in title.

## **SECTION 13. WAIVER OF LANDOWNER CONSULTATION; NO PROTEST**

13.1 Waiver of Landowner Consultation. Upon execution of this Agreement, the City agrees to waive any rights to and relieve Luminant and its affiliates (including, without limitation, Luminant Generation Company LLC) of any duty of landowner consultation associated with the release of the reclamation bond for the Property. Concurrently with the Closing, the City will provide Luminant with an executed Waiver of Landowner Consultation, in the form attached hereto as Exhibit "M", waiving the City's rights to landowner consultations associated with the Permits.

13.2 No Protest. As a part of the consideration supporting this Agreement, the City agrees and covenants not to contest, protest, or otherwise challenge any application that Luminant or any subsidiary, affiliate or assignee of Luminant or Vistra Energy Corp., formerly known as Energy Future Holdings Corp. and TXU Corp. (collectively referred to as "Applicant"), may file or make to any local, state or federal agency, including but not limited to the RRC, TCEQ, the Corps, and/or the United States Environmental Protection Agency, for any environmental, development, construction, or operation authorization, including, but not limited to any local, state or federal permit, registration or any other authorization for any facility or any portion of a facility, or any other structure or process in Hopkins County, Texas, or otherwise take a position adverse to Applicant, in any proceeding, in any form or forum, including, but not limited to, before or to the RRC, the TCEQ, the Texas State Office of Administrative Hearings, and/or state or federal court. The City's agreement and covenant not to contest, protest, or otherwise challenge any such actions or applications includes the City's express agreement and covenant not to file any public comments, requests for party status, motions to overturn, motions for reconsideration, objections or any other administrative or judicial appeals regarding such application or any authorization that Applicant obtains as a result of such application. The City's agreement and covenant not to contest, protest, or otherwise challenge such application also extends to any subsequent amendment or modification of any authorization that Applicant obtains as a result of any such application. The City further agrees and covenants not to seek or pursue revocation of any



authorization that Applicant obtains as a result of such application, or to attempt to enjoin, cease or restrain operations under such authorization, or take a position adverse to Applicant in any such revocation or injunction action, or in any other way attempt to otherwise constrain operations under such authorization, in any form or forum whatsoever. The provisions of this Section shall survive Closing, and Luminant may enforce the provisions hereof by any appropriate legal action.

#### SECTION 14. TAXES

14.1 Prorations. Taxes, interest, assessments, and rents for the year in which Closing occurs will be prorated through Closing. If taxes for the said year vary from the amount prorated at Closing, the parties shall adjust the prorations when tax statements for said year are available.

14.2 Rollback Taxes. If this Agreement, the underlying transfer of the Property from Luminant to the City, the City's use of the Property after Closing or Luminant's change in use of the Property pursuant to the purpose and provisions of this Agreement result in the assessment of additional taxes, penalties or interest ("Assessments") for periods prior to Closing, the Assessments will be the obligation of the City. If denial of a special use valuation on the Property claimed by Luminant results in Assessments for periods prior to Closing, the Assessments will be the obligation of Luminant. Obligations imposed by this Section 14 will survive Closing. In no event shall Luminant be liable for taxes assessed on the Property unless the taxes are actually paid by the City.

#### SECTION 15. GENERAL PROVISIONS

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery, addressed to Luminant or the City, as the case may be, at the addresses provided below:

The City: City of Sulphur Springs  
Attn.: City Manager  
125 South Davis Street  
Sulphur Springs, Texas 75482

Luminant: Luminant Mining Company LLC  
Attn.: Ashlie Alaman Stamper  
6555 Sierra Drive  
Irving, Texas 75039

15.3 Further Assurances; Cooperation. Each Party shall, from time to time, upon written request, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.



15.4 Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is similar in tenor to the unenforceable provisions as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this Agreement.

15.5 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

15.6 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Luminant and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third-party lawsuit relating to this Agreement will not delay, stop or otherwise affect this Agreement, unless otherwise required by a court of competent jurisdiction.

15.7 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

15.8 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance or resolution duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Luminant represents and warrants that this Agreement has been approved by appropriate action of Luminant, and that the individual executing this Agreement on behalf of Luminant has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

The City's execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Luminant's execution of this Agreement constitutes a valid and binding obligation of Luminant.

15.9 Enforcement; No Waiver. This Agreement may be enforced by Luminant or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement. The failure of either Party to insist at any time upon the strict performance or any covenant or agreement in this Agreement or to exercise any right,

power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

15.10 Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Dallas County, Texas, on agreement of the Parties and pursuant to Section 15.020 of the Civil Practice and Remedies Code.

15.11 Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

15.12 Construction. This Agreement shall be construed fairly and simply, and not strictly for or against either Party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

15.13 No Partnership or Joint Venture. Nothing in this Agreement or any related document should be construed to create any form of partnership or joint venture among the Parties.

15.14 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

15.15 Amendment. This Agreement may only be amended as mutually agreed in a writing duly executed by the Parties.

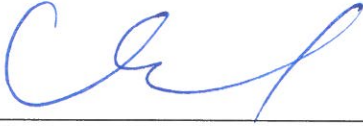
15.16 Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

15.17 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

15.18 No Merger. The obligations set forth herein shall survive Closing, and shall not be merged with the deed. The Parties acknowledge that the interest in the Exclusive Easement by Luminant, together with the covenants and restrictions imposed by this Agreement, vest Luminant with standing to enforce this Agreement under Section 212.172 the Texas Local Government Code after transfer of ownership of the Land to the City.

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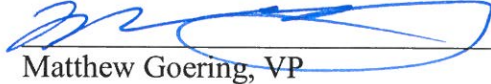
City of Sulphur Springs



Marc Maxwell, City Manager

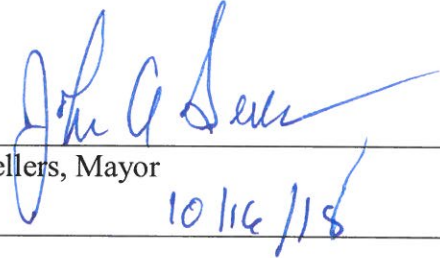
Date: 10-16-18

Luminant Mining Company LLC  
Luminant Generation Company LLC



Matthew Goering, VP

Date: 10-16-18

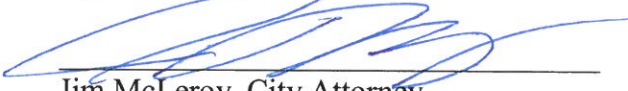


John Sellers, Mayor

Date:

10/16/18

Approved as to form:



Jim McLeroy, City Attorney

Date:

10/16/18



## Exhibit A - The Land

| Tract Number | Tract Suffix | Grantor   | Grantee                            | Recorded Date | County  | State | Deed Volume | Deed Page | Acres    | Survey                    |
|--------------|--------------|---|------------------------------------|---------------|---------|-------|-------------|-----------|----------|---------------------------|
| 0001         |              | FRANKIE D. MATTISON, ETAL                       | TEXAS UTILITIES GENERATING COMPANY | 6/17/1982     | HOPKINS | TX    | 421         | 723       | 50.0430  | MARIA J DE LOS SANTOS COY |
| 0001         | A            | DEANNA LANDERS                                  | LUMINANT MINING COMPANY LLC        | 1/28/2010     | HOPKINS | TX    | 726         | 83        | 50.1400  | MARIA J DE LOS SANTOS COY |
| 0003         |              | JON WAYNE LANDERS AND AMY RENEE LANDERS         | TXU MIINING COMPANY LP             | 2/4/2016      | HOPKINS | TX    | 724         | 918       | 23.8600  | MARIA J DE LOS SANTOS COY |
| 0003         | A            | JON WAYNE LANDERS AND AMY RENEE LANDERS         | TXU MIINING COMPANY LP             | 2/4/2016      | HOPKINS | TX    | 724         | 918       | 9.9600   | MARIA J DE LOS SANTOS COY |
| 0003         | B            | JON WAYNE LANDERS AND AMY RENEE LANDERS         | TXU MIINING COMPANY LP             | 2/4/2016      | HOPKINS | TX    | 724         | 918       | 11.2400  | MARIA J DE LOS SANTOS COY |
| 0004         |              | LOUIS S. FERGUSON, ETAL                         | LUMINANT MINING COMPANY LLC        | 8/25/1981     | HOPKINS | TX    | 417         | 535       | 48.6090  | MARIA J DE LOS SANTOS COY |
| 0004         | A            | DEANNA LANDERS                                  | LUMINANT MINING COMPANY LLC        | 1/28/2010     | HOPKINS | TX    | 726         | 83        | 4.8700   | MARIA J DE LOS SANTOS COY |
| 0007         | A            | DEANNA LANDERS                                  | LUMINANT MINING COMPANY LLC        | 1/28/2010     | HOPKINS | TX    | 726         | 83        | 1.6150   | MARIA J DE LOS SANTOS COY |
| 0008         |              | PEGGY RAMEY                                     | LUMINANT MINING COMPANY LLC        | 4/9/1980      | HOPKINS | TX    | 403         | 533       | 100.0000 | MARIA J DE LOS SANTOS COY |
| 0012         |              | DEANNA LANDERS                                  | LUMINANT MINING COMPANY LLC        | 1/28/2010     | HOPKINS | TX    | 726         | 83        | 4.2600   | MARIA J DE LOS SANTOS COY |
| 0012         | A            | RANDY WAYNE RIDNER                              | LUMINANT MINING COMPANY LLC        | 2/6/2010      | HOPKINS | TX    | 726         | 882       | 0.6000   | MARIA J DE LOS SANTOS COY |
| 0012         | B            | TOMMY AND RHONDA PHILLIPS                       | LUMINANT MINING COMPANY LLC        | 2/8/2010      | HOPKINS | TX    | 726         | 888       | 0.6050   | MARIA J DE LOS SANTOS COY |
| 0012         | C            | RANDY WAYNE RIDNER                              | LUMINANT MINING COMPANY LLC        | 2/6/2010      | HOPKINS | TX    | 726         | 882       | 0.4220   | MARIA J DE LOS SANTOS COY |
| 0026         |              | INA MELTON POWELL, ETAL                         | L. D. CROSS, TRUSTEE               | 3/17/1975     | HOPKINS | TX    | 362         | 420       | 13.2100  | MARIA J DE LOS SANTOS COY |
| 0026         |              | IRA MELTON                                      | L. D. CROSS, TRUSTEE               | 3/17/1975     | HOPKINS | TX    | 362         | 423       | 13.2100  | MARIA J DE LOS SANTOS COY |
| 0027         |              | DANIEL W. EDGE AND WIFE, EDDIE JO               | L. D. CROSS, TRUSTEE               | 4/17/1975     | HOPKINS | TX    | 362         | 288       | 46.4100  | MARIA J DE LOS SANTOS COY |
| 0028         |              | JOHN M. MORGAN, ETUX, LELA                      | L. D. CROSS, TRUSTEE               | 4/14/1975     | HOPKINS | TX    | 362         | 573       | 57.0000  | MARIA J DE LOS SANTOS COY |
| 0029         |              | DANIEL W. EDGE, ETUX, EDDIE JO                  | L. D. CROSS, TRUSTEE               | 4/17/1975     | HOPKINS | TX    | 362         | 288       | 20.0000  | MARIA J DE LOS SANTOS COY |
| 0029         | A            | DANIEL W. EDGE, ETUX, EDDIE JO                  | L. D. CROSS, TRUSTEE               | 4/17/1975     | HOPKINS | TX    | 362         | 288       | 26.0300  | MARIA J DE LOS SANTOS COY |
| 0029         | B            | DANIEL W. EDGE, ETUX, EDDIE JO                  | L. D. CROSS, TRUSTEE               | 1/30/1990     | HOPKINS | TX    | 362         | 288       | 41.1300  | MARIA J DE LOS SANTOS COY |
| 0029         | C            | DANIEL W. EDGE, ETUX, EDDIE JO                  | L. D. CROSS, TRUSTEE               | 4/17/1975     | HOPKINS | TX    | 362         | 288       | 14.3460  | MARIA J DE LOS SANTOS COY |
| 0030         |              | SAMMY L. TATUM, ETUX, LINDA K.                  | TEXAS UTILITIES GENERATING COMPANY | 6/17/1983     | HOPKINS | TX    | 430         | 617       | 13.5300  | THOMAS TOBAR              |
| 0031         |              | SULPHUR SPRINGS BRICK COMPANY                   | L. D. CROSS, TRUSTEE               | 12/22/1976    | HOPKINS | TX    | 375         | 394       | 28.9600  | MARIA J DE LOS SANTOS COY |
| 0032         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 75.2200  | MARIA J DE LOS SANTOS COY |
| 0033         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 46.3500  | MARIA J DE LOS SANTOS COY |
| 0034         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 557       | 167.7900 | THOMAS TOBAR              |
| 0036         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.              | L. D. CROSS, TRUSTEE               | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 59.1600  | THOMAS TOBAR              |
| 0037         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.              | L. D. CROSS, TRUSTEE               | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 59.1600  | THOMAS TOBAR              |
| 0038         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 49.7100  | THOMAS TOBAR              |
| 0039         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 50.2300  | THOMAS TOBAR              |
| 0040         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 51.0000  | THOMAS TOBAR              |
| 0041         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 4.2400   | LOGAN H MCKORKLE          |
| 0042         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 34.4500  | MARIA J DE LOS SANTOS COY |
| 0044         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 82.2700  | THOMAS TOBAR              |
| 0045         |              | K. E. ROSS                                      | L. D. CROSS, TRUSTEE               | 1/24/1979     | HOPKINS | TX    | 394         | 60        | 20.4370  | LOGAN H MCKORKLE          |
| 0046         |              | DAISY I. TARRANT, ET AL                         | TXU MINING COMPANY LP              | 5/24/2004     | HOPKINS | TX    | 485         | 317       | 38.5000  | WOODWARD RONE             |
| 0046         | A            | DOUGLAS TARRANT ET UX DEBRA TARRANT             | TXU MINING COMPANY LP              | 5/24/2004     | HOPKINS | TX    | 485         | 321       | 3.0000   | WOODWARD RONE             |
| 0047         |              | NEVILLE W. TANTON AND WIFE, NELL TERRELL TANTON | TXU MINING COMPANY LP              | 1/2/2004      | HOPKINS | TX    | 467         | 108       | 35.4230  | WOODWARD RONE             |
| 0048         |              | JOHN MARK MCAFEE & WIFE LORI MCAFEE             | TXU MINING COMPANY LP              | 1/10/2006     | HOPKINS | TX    | 559         | 249       | 9.7030   | WOODWARD RONE             |
| 0048         | A            | MIGUEL A. TREJO AND WIFE, DONNA F. TREJO        | TXU MINING COMPANY LP              | 9/29/2005     | HOPKINS | TX    | 546         | 912       | 1.0800   | LOGAN H MCKORKLE          |
| 0048         | B            | RICHARD DARLIN                                  | TXU MINING COMPANY LP              | 6/21/2004     | HOPKINS | TX    | 489         | 409       | 2.5000   | WOODWARD RONE             |



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| Tract Number | Tract Suffix | Grantor  | Grantee                            | Recorded Date | County  | State | Deed Volume | Deed Page | Acres    | Survey          |
|--------------|--------------|--|------------------------------------|---------------|---------|-------|-------------|-----------|----------|-----------------|
| 0049         |              | BILLY O. RAY                                     | TXU MINING COMPANY LP              | 11/2/2005     | HOPKINS | TX    | 551         | 609       | 35.1200  | WOODWARD RONE   |
| 0050         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.               | L. D. CROSS, TRUSTEE               | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 57.4450  | THOMAS TOBAR    |
| 0050         | A            | LOUIE V. WOODALL, ETUX, MAROLYN C.               | L. D. CROSS, TRUSTEE               | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 55.9120  | THOMAS TOBAR    |
| 0052         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 5/3/1973      | HOPKINS | TX    | 349         | 559       | 77.4200  | THOMAS TOBAR    |
| 0053         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 5/3/1973      | HOPKINS | TX    | 349         | 544       | 139.4600 | THOMAS TOBAR    |
| 0054         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.               | L. D. CROSS, TRUSTEE               | 9/26/1978     | HOPKINS | TX    | 408         | 594       | 71.9400  | THOMAS TOBAR    |
| 0056         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 5/3/1973      | HOPKINS | TX    | 349         | 559       | 51.5600  | THOMAS TOBAR    |
| 0056         | A            | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 5/3/1973      | HOPKINS | TX    | 349         | 559       | 51.5600  | THOMAS TOBAR    |
| 0057         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 2/26/1973     | HOPKINS | TX    | 349         | 561       | 168.7500 | THOMAS TOBAR    |
| 0058         |              | MINNIE LOU LEFAN ETAL                            | TEXAS UTILITIES GENERATING COMPANY | 10/8/2007     | HOPKINS | TX    | 394         | 552       | 114.2900 | THOMAS TOBAR    |
| 0058         | A            | GARY DUNAVANT, ETUX, SANDRA                      | TEXAS UTILITIES GENERATING COMPANY | 4/10/1979     | HOPKINS | TX    | 394         | 649       | 1.0600   | THOMAS TOBAR    |
| 0058         | B            | MICHAEL W. WEBB, ETUX, SANDRA                    | TEXAS UTILITIES GENERATING COMPANY | 4/10/1979     | HOPKINS | TX    | 394         | 556       | 1.9200   | THOMAS TOBAR    |
| 0059         |              | DARRELL WAYNE HARRIS ETUX CONNIE                 | TXU MINING COMPANY LP              | 10/1/2007     | HOPKINS | TX    | 526         | 861       | 60.7260  | W S HARPER      |
| 0060         |              | PATRICIA ANN HARRIS GUNN                         | TXU MINING COMPANY LP              | 10/1/2007     | HOPKINS | TX    | 572         | 72        | 61.8120  | WOODWARD RONE   |
| 0061         |              | JAMES CURTIS HARRIS AND ANN HARRIS               | TXU MINING COMPANY LP              | 4/27/2006     | HOPKINS | TX    | 573         | 663       | 60.6540  | DANIEL MCDONALD |
| 0062         |              | BETTY JEAN HARRIS MEAD                           | TXU MINING COMPANY LP              | 10/25/2005    | HOPKINS | TX    | 550         | 250       | 59.4200  | W S HARPER      |
| 0063         |              | AMY JOY WILER                                    | TXU MINING COMPANY LP              | 4/5/2006      | HOPKINS | TX    | 570         | 460       | 3.0050   | WOODWARD RONE   |
| 0064         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 550       | 89.5300  | THOMAS TOBAR    |
| 0066         |              | TALMADGE STONE ETUX RUBY STONE                   | L. D. CROSS, TRUSTEE               | 9/3/1975      | HOPKINS | TX    | 365         | 685       | 54.5600  | THOMAS TOBAR    |
| 0067         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 554       | 20.7760  | THOMAS TOBAR    |
| 0068         |              | BILLY JACK ALLEN, ETAL                           | TXU MINING COMPANY LP              | 4/27/2005     | HOPKINS | TX    | 527         | 709       | 47.2000  | THOMAS TOBAR    |
| 0069         |              | BILLY JACK ALLEN                                 | LUMINANT MINING COMPANY LLC        | 12/31/2008    | CAMP    | TX    | 688         | 210       | 45.1900  | W S HARPER      |
| 0069         |              | BOBBY JOE ALLEN ESTATE BY BOBBY R ALLEN IND EXEC | LUMINANT MINING COMPANY LLC        | 12/29/2008    | CAMP    | TX    | 688         | 225       | 45.1900  | W S HARPER      |
| 0069         |              | BUDDY RAY ALLEN                                  | LUMINANT MINING COMPANY LLC        | 12/31/2008    | CAMP    | TX    | 688         | 215       | 45.1900  | W S HARPER      |
| 0069         |              | A.N. GENE ALLEN                                  | LUMINANT MINING COMPANY LLC        | 12/31/2008    | CAMP    | TX    | 688         | 220       | 45.1900  | W S HARPER      |
| 0070         |              | GINGER ELLEN HARRIS McCREIGHT                    | TXU MINING COMPANY LP              | 8/25/2006     | HOPKINS | TX    | 590         | 688       | 62.3010  | W S HARPER      |
| 0071         |              | DAVID L. JACKSON, ETAL                           | TEXAS UTILITIES GENERATING COMPANY | 1/9/1981      | HOPKINS | TX    | 410         | 317       | 76.9000  | THOMAS TOBAR    |
| 0071         | A            | DAVID L. JACKSON, ETAL                           | TEXAS UTILITIES GENERATING COMPANY | 1/9/1981      | HOPKINS | TX    | 410         | 317       | 1.6000   | THOMAS TOBAR    |
| 0072         |              | LARRY D. DEATON, ETUX, JUDITH                    | L. D. CROSS, TRUSTEE               | 11/2/1978     | HOPKINS | TX    | 391         | 516       | 103.7200 | THOMAS TOBAR    |
| 0073         |              | BOBBY PRICE, ETUX, BETTY PRICE                   | L. D. CROSS, TRUSTEE               | 2/27/1976     | HOPKINS | TX    | 368         | 792       | 87.9390  | THOMAS TOBAR    |
| 0073         | A            | BOBBY PRICE ET UX BETTY PRICE                    | L. D. CROSS, TRUSTEE               | 2/27/1976     | HOPKINS | TX    | 368         | 792       | 3.1420   | THOMAS TOBAR    |
| 0073         | B            | BOBBY PRICE ET UX BETTY PRICE                    | L. D. CROSS, TRUSTEE               | 2/27/1976     | HOPKINS | TX    | 368         | 792       | 0.8890   | THOMAS TOBAR    |
| 0075         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 10/8/2007     | HOPKINS | TX    | 349         | 552       | 127.3400 | THOMAS TOBAR    |
| 0076         |              | AMY MYRTLE DEATON ETAL                           | TEXAS UTILITIES MINING COMPANY     | 9/22/1987     | HOPKINS | TX    | 45          | 214       | 79.7000  | THOMAS TOBAR    |
| 0076         | A            | WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE      | TEXAS UTILITIES MINING COMPANY     | 9/9/1987      | HOPKINS | TX    | 45          | 219       | 0.9600   | THOMAS TOBAR    |
| 0076         | B            | WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE      | TEXAS UTILITIES MINING COMPANY     | 9/9/1987      | HOPKINS | TX    | 45          | 219       | 1.0000   | THOMAS TOBAR    |
| 0076         | C            | BILLY WAYNE DEATON ETUX GRETA SUE                | TEXAS UTILITIES MINING COMPANY     | 9/22/1987     | HOPKINS | TX    | 45          | 229       | 2.9000   | THOMAS TOBAR    |
| 0078         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 1/2/1974      | HOPKINS | TX    | 353         | 168       | 44.2800  | THOMAS TOBAR    |
| 0079         | A            | HENRY W STONE ETUX VERNA STONE                   | L. D. CROSS, TRUSTEE               | 10/8/2007     | HOPKINS | TX    | 322         | 922       | 1.0120   | THOMAS TOBAR    |
| 0080         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 554       | 39.0480  | THOMAS TOBAR    |
| 0082         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 554       | 32.8750  | THOMAS TOBAR    |



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| Tract Number | Tract Suffix | Grantor  | Grantee                        | Recorded Date | County  | State | Deed Volume | Deed Page | Acres    | Survey                 |
|--------------|--------------|--|--------------------------------|---------------|---------|-------|-------------|-----------|----------|------------------------|
| 0084         |              | DELILAH GILLISPIE WILLINGHAM ETAL                          | TEXAS UTILITIES MINING COMPANY | 5/31/1988     | HOPKINS | TX    | 60          | 310       | 38.3220  | THOMAS TOBAR           |
| 0084         | A            | ALLENE LEWIS   | L. D. CROSS, TRUSTEE           | 7/25/1975     | HOPKINS | TX    | 379         | 81        | 31.2400  | THOMAS TOBAR           |
| 0085         |              | EARL DEAN OLIVER TRUSTEE                                   | L. D. CROSS, TRUSTEE           | 7/10/1973     | HOPKINS | TX    | 349         | 554       | 49.2270  | THOMAS TOBAR           |
| 0087         |              | GERALD E. THOMAS ET UX                                     | TXU MINING COMPANY LP          | 12/13/2004    | HOPKINS | TX    | 511         | 739       | 62.2000  | NACODGOCHES UNIVERSITY |
| 0088         |              | FRANK WRIGHT   | TXU MINING COMPANY LP          | 2/8/2007      | HOPKINS | TX    | 609         | 338       | 40.1100  | NACODGOCHES UNIVERSITY |
| 0089         |              | GERALD E. THOMAS ET UX                                     | TXU MINING COMPANY LP          | 12/13/2004    | HOPKINS | TX    | 511         | 739       | 39.6100  | NACODGOCHES UNIVERSITY |
| 0090         |              | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 29.4900  | NACODGOCHES UNIVERSITY |
| 0090         | B            | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 1.0600   | NACODGOCHES UNIVERSITY |
| 0090         | C            | ELMER ELSWORTH BROOKS AND WIFE, LILLIE MAY BROOKS          | TXU MINING COMPANY LP          | 11/30/2004    | HOPKINS | TX    | 509         | 466       | 1.0200   | THOMAS STEWART         |
| 0091         |              | DANIEL B HICKS ETUX GAIL HICKS                             | FIRST SECURITY BANK, N.A.      | 10/4/1999     | HOPKINS | TX    | 313         | 766       | 50.8500  | THOMAS TOBAR           |
| 0091         | A            | SARAH JO HIDY  | TXU MINING COMPANY LP          | 2/14/2003     | HOPKINS | TX    | 427         | 685       | 2.0170   | THOMAS TOBAR           |
| 0091         | B            | JOE DAN COLEMAN ETUX BARBARA                               | FIRST SECURITY BANK, N.A.      | 3/22/1999     | HOPKINS | TX    | 297         | 735       | 0.7400   | THOMAS TOBAR           |
| 0091         | C            | C. DON HICKS, DANIEL B. HICKS, TRAVIS B. HICKS             | TXU MINING COMPANY LP          | 9/16/2002     | HOPKINS | TX    | 410         | 314       | 0.6020   | THOMAS TOBAR           |
| 0092         |              | GERALD E. THOMAS ET UX                                     | TXU MINING COMPANY LP          | 12/13/2004    | HOPKINS | TX    | 511         | 739       | 15.1900  | NACODGOCHES UNIVERSITY |
| 0093         |              | GERALD E. THOMAS ET UX                                     | TXU MINING COMPANY LP          | 12/13/2004    | HOPKINS | TX    | 511         | 739       | 24.8300  | NACODGOCHES UNIVERSITY |
| 0094         |              | DAVID W. MILLER AND WIFE, ROSIE MILLER                     | TXU MINING COMPANY LP          | 10/3/2005     | HOPKINS | TX    | 547         | 207       | 70.2300  | NACODGOCHES UNIVERSITY |
| 0097         |              | C. DON HICKS AND WIFE SHERRON L HICKS                      | FIRST SECURITY BANK, N.A.      | 12/10/1999    | HOPKINS | TX    | 319         | 170       | 50.8500  | THOMAS TOBAR           |
| 0097         | A            | C. DON HICKS AND WIFE SHERRON L HICKS                      | FIRST SECURITY BANK, N.A.      | 12/10/1999    | HOPKINS | TX    | 319         | 170       | 5.5370   | THOMAS TOBAR           |
| 0098         |              | OLA WORSHAM REVOCABLE LIVING TRUST                         | LUMINANT MINING COMPANY LLC    | 1/21/2011     | HOPKINS | TX    | 759         | 385       | 23.3300  | THOMAS TOBAR           |
| 0098         | A            | VICKIE LYNN BURGSTAHLER ETAL                               | FIRST SECURITY BANK, N.A.      | 1/8/2000      | HOPKINS | TX    | 321         | 707       | 49.1000  | THOMAS TOBAR           |
| 0098         | D            | JOHN CHARLES WORSHAM                                       | LUMINANT MINING COMPANY LLC    | 12/2/2010     | HOPKINS | TX    | 759         | 380       | 2.0600   | THOMAS TOBAR           |
| 0099         |              | TRAVIS B HICKS ETUX  | FIRST SECURITY BANK, N.A.      | 6/1/1999      | HOPKINS | TX    | 303         | 525       | 55.5250  | THOMAS TOBAR           |
| 0100         | B            | MICHAEL G SMITH ETUX                                       | FIRST SECURITY BANK, N.A.      | 3/10/1999     | HOPKINS | TX    | 296         | 464       | 0.5000   | THOMAS TOBAR           |
| 0101         |              | TRAVIS B HICKS ETUX  | FIRST SECURITY BANK, N.A.      | 6/1/1999      | HOPKINS | TX    | 303         | 525       | 43.3300  | THOMAS TOBAR           |
| 0101         | A            | ELLIS C. MORGAN  | FIRST SECURITY BANK, N.A.      | 3/10/1999     | HOPKINS | TX    | 296         | 445       | 5.3190   | THOMAS TOBAR           |
| 0101         | B            | TRAVIS B HICKS ETUX  | FIRST SECURITY BANK, N.A.      | 6/1/1999      | HOPKINS | TX    | 303         | 525       | 7.2620   | THOMAS TOBAR           |
| 0101         | C            | DANIEL B HICKS ETUX GAIL HICKS                             | FIRST SECURITY BANK, N.A.      | 10/4/1999     | HOPKINS | TX    | 313         | 766       | 1.6600   | THOMAS TOBAR           |
| 0123         |              | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 33.1200  | NACODGOCHES UNIVERSITY |
| 0123         | B            | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 1.8600   | NACODGOCHES UNIVERSITY |
| 0123         | C            | DAVID KELLY  | TXU MINING COMPANY LP          | 12/21/2004    | HOPKINS | TX    | 512         | 298       | 1.0100   | THOMAS STEWART         |
| 0123         | D            | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 6.0500   | NACODGOCHES UNIVERSITY |
| 0126         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.                         | L. D. CROSS, TRUSTEE           | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 11.4700  | THOMAS TOBAR           |
| 0126         | A            | LOUIE V. WOODALL, ETUX, MAROLYN C.                         | L. D. CROSS, TRUSTEE           | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 17.5100  | THOMAS TOBAR           |
| 0126         | B            | LOUIE V. WOODALL, ETUX, MAROLYN C.                         | L. D. CROSS, TRUSTEE           | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 117.4100 | THOMAS TOBAR           |
| 0127         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.                         | L. D. CROSS, TRUSTEE           | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 77.0470  | THOMAS TOBAR           |
| 0131         |              | MERIDA B. ELLIOTT, ETUX, PATSY                             | L. D. CROSS, TRUSTEE           | 5/8/1979      | HOPKINS | TX    | 387         | 224       | 13.7840  | THOMAS TOBAR           |
| 0132         |              | HOLMES A. WALLS, ETUX, AUDREY E.                           | L. D. CROSS, TRUSTEE           | 8/2/1978      | HOPKINS | TX    | 389         | 300       | 13.1900  | THOMAS TOBAR           |
| 0133         |              | BILLY WRIGHT AND ADRIENE WRIGHT                            | TXU MINING COMPANY LP          | 8/18/2004     | HOPKINS | TX    | 496         | 788       | 2.9400   | WOODWARD RONE          |
| 0134         |              | M.W. MORGAN ETUX   | TEXAS POWER & LIGHT COMPANY    | 11/28/1972    | HOPKINS | TX    | 346         | 165       | 5.7540   | THOMAS TOBAR           |
| 0135         |              | DAVID RAY TALLEY ET UX MARY ELIZABETH TALLEY; JASON TALLEY | TXU MINING COMPANY LP          | 9/13/2004     | HOPKINS | TX    | 500         | 263       | 5.2950   | WOODWARD RONE          |
| 0136         |              | CHARLES MITCHELL ETUX JANICE RUTH MITCHELL                 | TXU MINING COMPANY LP          | 1/13/2005     | HOPKINS | TX    | 515         | 137       | 5.0340   | WOODWARD RONE          |



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|--------------|--------------|--|-----------------------------|---------------|---------|-------|-------------|-----------|----------|---------------------------|
| 0137         |              | CHARLES MITCHELL ETUX JANICE RUTH MITCHELL | TXU MINING COMPANY LP       | 1/13/2005     | HOPKINS | TX    | 515         | 137       | 1.4670   | WOODWARD RONE             |
| 0138         |              | CHARLES MITCHELL ETUX JANICE RUTH MITCHELL | TXU MINING COMPANY LP       | 1/13/2005     | HOPKINS | TX    | 515         | 137       | 1.5000   | WOODWARD RONE             |
| 0139         |              | TOMMY BRANDENBURGH ET UX MARY              | TXU MINING COMPANY LP       | 10/22/2004    | HOPKINS | TX    | 505         | 92        | 2.0600   | LOGAN H MCKORKLE          |
| 0140         |              | DANIEL WRIGLEY AND RACHEL WRIGLEY          | TXU MINING COMPANY LP       | 9/2/2004      | HOPKINS | TX    | 498         | 803       | 2.1100   | LOGAN H MCKORKLE          |
| 0141         |              | GARY MASSEY                                | TXU MINING COMPANY LP       | 12/10/2004    | HOPKINS | TX    | 511         | 746       | 0.6900   | LOGAN H MCKORKLE          |
| 0142         |              | PHILLIP DON ROSS ET UX GLENDA GAIL ROSS    | TXU MINING COMPANY LP       | 11/29/2004    | HOPKINS | TX    | 509         | 481       | 2.0000   | LOGAN H MCKORKLE          |
| 0154         |              | DARRELL WAYNE HARRIS ETUX CONNIE           | TXU MINING COMPANY LP       | 10/1/2007     | HOPKINS | TX    | 526         | 861       | 1.0000   | WOODWARD RONE             |
| 0161         |              | RIIKINA LANGFORD ET VIR JASON LANGFORD     | TXU MINING COMPANY LP       | 11/18/2002    | HOPKINS | TX    | 417         | 927       | 52.1530  | THOMAS TOBAR              |
| 0162         |              | LARRY GOLIGHTLY ETUX JUANITA               | FIRST SECURITY BANK, N.A.   | 12/6/1999     | HOPKINS | TX    | 318         | 890       | 4.7720   | THOMAS TOBAR              |
| 0166         |              | DANIEL W. EDGE, ETUX, EDDIE JO             | L. D. CROSS, TRUSTEE        | 1/30/1990     | HOPKINS | TX    | 362         | 288       | 44.3000  | J DE LOS SANTOS COY       |
| 0167         |              | ROGER RIDNER ETUX KIM                      | LUMINANT MINING COMPANY LLC | 12/17/2010    | HOPKINS | TX    | 756         | 711       | 65.8100  | MARIA J DE LOS SANTOS COY |
| 0167         | A            | ROGER RIDNER ETUX KIM                      | LUMINANT MINING COMPANY LLC | 12/17/2010    | HOPKINS | TX    | 756         | 711       | 73.0900  | MARIA J DE LOS SANTOS COY |
| 0170         |              | R.L. WRIGHT                                | TXU MINING COMPANY LP       | 8/18/2006     | HOPKINS | TX    | 589         | 783       | 150.6680 | MARY ANN BOWLEN           |
| 0170         | B            | CHARLES BUCK FLEET                         | TXU MINING COMPANY LP       | 8/18/2006     | HOPKINS | TX    | 589         | 788       | 16.4400  | MARY ANN BOWLEN           |
| 0174         |              | TIM TOLSON ETUX PAT A                      | LUMINANT MINING COMPANY LLC | 11/10/2011    | TITUS   | TX    | 788         | 47        | 68.3400  | MARIA J DE LOS SANTOS COY |

4999.8440

SAVE & EXCEPT

|      |          |  |                                      |           |         |    |          |     |       |                           |
|------|----------|--|--------------------------------------|-----------|---------|----|----------|-----|-------|---------------------------|
| 0001 | 1<br>A-1 | LUMINANT MINING COMPANY LLC &<br>LUMINANT GENERATION COMPANY LLC | BRIAN PHILLIPS AND CHRISTIE PHILLIPS | 6/19/2017 | HOPKINS | TX | 20173208 |     | 3.254 | MARIA J DE LOS SANTOS COY |
| 0001 | B        | TXU MINING COMPANY LP  | DEANNA K LANDERS                     | 3/31/2004 | HOPKINS | TX | 478      | 461 | 18.5  | MARIA J DE LOS SANTOS COY |
| 0001 | C        | TXU MINING COMPANY LP  | RANDY WAYNE RIDNER                   | 2/16/2005 | HOPKINS | TX | 518      | 863 | 0.672 | MARIA J DE LOS SANTOS COY |
| 0004 | B        | TXU MINING COMPANY LP  | RANDY WAYNE RIDNER                   | 2/16/2005 | HOPKINS | TX | 518      | 863 | 0.08  | MARIA J DE LOS SANTOS COY |
| 0029 | D        | L.D. CROSS, TRUSTEE  | LOUIE V. WOODALL ETUX MAROLYN C      | 9/26/1978 | HOPKINS | TX | 391      | 694 | 71.94 | MARIA J DE LOS SANTOS COY |
| 0095 | P        | BLC CORPORATION, TRUSTEE   | PATSY G. GIBSON                      | 5/12/2004 | HOPKINS | TX | 483      | 687 | 3.794 | THOMAS STEWART            |
| 0061 | A        | TXU MINING COMPANY, L.P & LUMINANT GENERATION COMPANY LLC        | JEFFERY WILLIAMS                     | 3/29/2017 | HOPKINS | TX | 20171632 |     | 1.12  | DANIEL McDONALD           |

99.36

4900.4840 Total Acres

**Exhibit B**  
**Reclamation Tract**

Description of Reclamation Tract to be inserted at Closing.

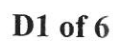
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# Exhibit C - Excluded Tracts

| Tract Number | Tract Suffix | Grantor                                 | Grantee                   | Recorded Date | County  | State | Deed Volume | Deed Page | Acres   | Survey         | At |
|--------------|--------------|---|---------------------------|---------------|---------|-------|-------------|-----------|---------|----------------|----|
| 0095         |              | JACKIE J GIBSON AND WIFE PATSY G GIBSON | FIRST SECURITY BANK, N.A. | 5/11/1999     | HOPKINS | TX    | 301         | 776       | 41.3760 | JOSEPH B MOORE | 67 |
| 0096         |              | JACKIE J GIBSON AND WIFE PATSY G GIBSON | FIRST SECURITY BANK, N.A. | 5/11/1999     | HOPKINS | TX    | 301         | 776       | 51.1200 | THOMAS TOBAR   | 95 |
| 0100         |              | JOE A WORSHAM ET UX                     | FIRST SECURITY BANK, N.A. | 9/15/1999     | HOPKINS | TX    | 312         | 38        | 54.9600 | THOMAS TOBAR   | 95 |
| 0123         | A            | JACKIE J GIBSON AND WIFE PATSY G GIBSON | FIRST SECURITY BANK, N.A. | 5/11/1999     | HOPKINS | TX    | 301         | 776       | 1.5080  | THOMAS STEWART | 87 |

148.9640





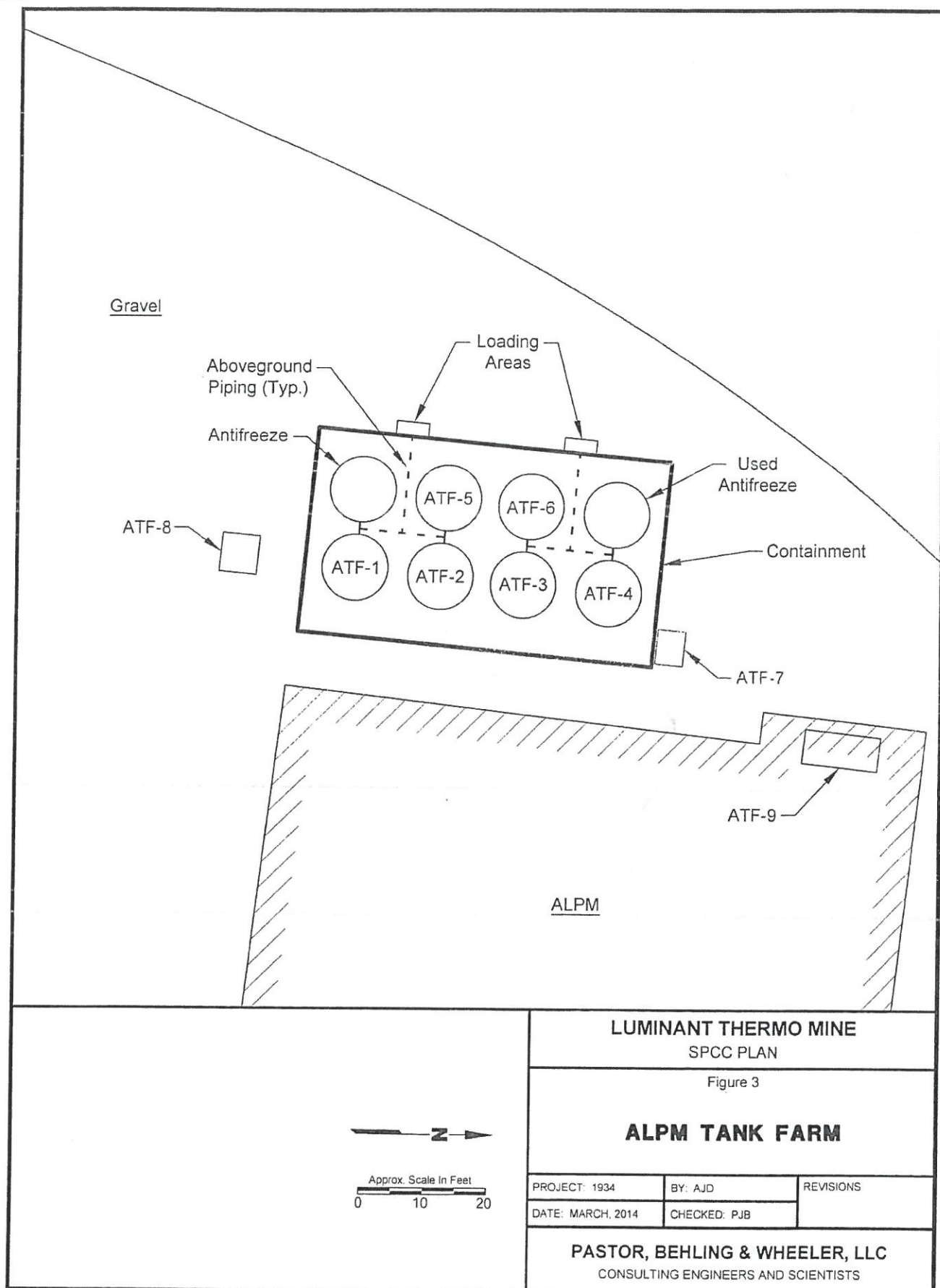
| Monticello Mine Buildings                             |                               |            |  |            |                  |
|---|-------------------------------|------------|--|------------|------------------|
| Location  | Building Description          | Year Built | Main Use   | Square Ft. | 2d Floor Sq. Ft. |
| Thermo  | Main Office, Shop & Warehouse | 1977       | Offices, Conference Rooms, Change House, Warehouse and Shop for working on equipment | 26,977     | 1,130            |
| Thermo  | ALPM Building                 | 1990       | 1 Office, 1 Breakroom and Shop for PMs   | 6,980      |                  |
| Thermo  | ALPM Wash Building            | 1990       | Open Bay to wash equipment   | 3,508      |                  |
| Winfield North  | Main Office and Change House  | 1973       | Offices, Conference Rooms and Change House   | 11,531     |                  |
| Winfield North  | Shop and Warehouse            | 1973       | Offices, Warehouse and Shop for working on equipment                                 | 22,582     | 706              |
| Winfield North  | Alpm Wash Building            | 1990       | Open Bay to wash equipment   | 3,195      |                  |
| Winfield North  | Heavy Warehouse               | 1990       | Parts Storage  | 4,090      |                  |
| Winfield North  | Other Small Buildings         | 1973       | Silo/Crusher Control Buildings   | 1,432      |                  |
| Winfield South  | Main Office, Shop & Warehouse | 1980       | Offices, Conference Rooms, Change House, Warehouse and Shop for working on equipment | 39,972     | 1,384            |
| Winfield South  | ALPM Building                 | 1990       | 1 Office, 1 Breakroom and Shop for PMs   | 7,290      |                  |
| Winfield South  | ALPM Wash Building            | 1990       | Open Bay to wash equipment   | 4,140      |                  |
| Winfield South  | Heavy Warehouse               | 1990       | Parts Storage  | 8,332      |                  |
| Winfield South  | Bucket House                  | 2000       | Repair Dragline Buckets  | 3,958      |                  |
| Winfield South  | Other Small Buildings         | 1980       | Crusher and Water Control Buildings  | 1,814      |                  |
| Power, Water and Sewer are available at each location |                               |            |  |            |                  |
| Loading Stations and Silos will be removed            |                               |            |  |            |                  |

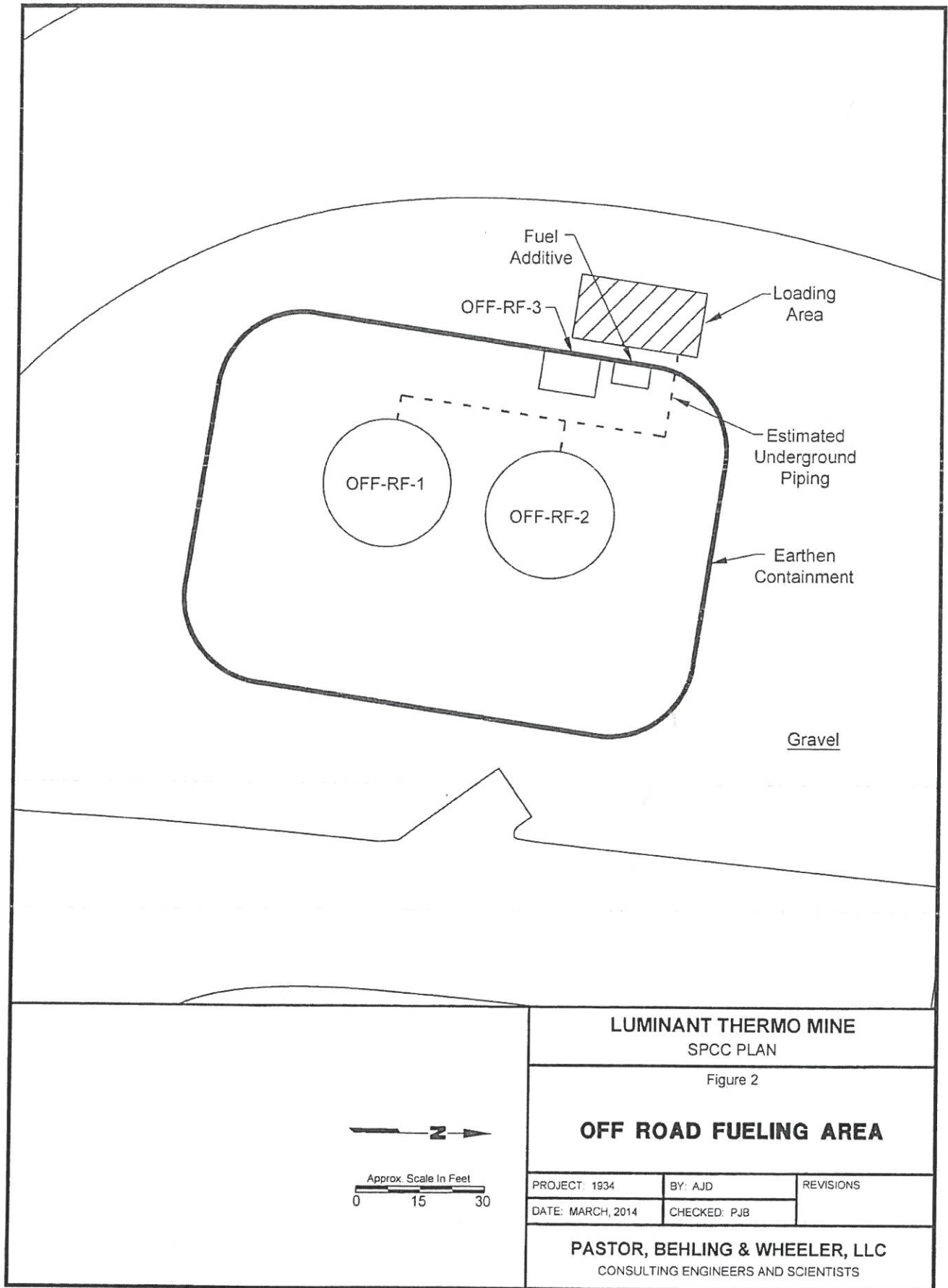
**Exhibit D – The Facilities  
Tanks**

YEAR 2018 INST 5709 PAGE 38 OF 135

| Tank Number          | Capacity (gallons) | Comments         |
|----------------------|--------------------|------------------|
| OFF-RF-1             | 84,000             |                  |
| OFF-RF-2             | 84,000             |                  |
| OFF-RF-3             | 700                | Removed          |
|                      |                    |                  |
| ATF-1                | 10,000             |                  |
| ATF-2                | 10,000             |                  |
| ATF-3                | 10,000             |                  |
| ATF-4                | 10,000             |                  |
| ATF-5                | 8,000              |                  |
| ATF-6                | 8,000              |                  |
| ATF-7                | 200                | Removed          |
| ATF-8                | 350                | Removed          |
| ATF-9                | 500                | Removed          |
| Antifreeze Tank      | 6,000              |                  |
| Used Antifreeze Tank | 6,000              |                  |
|                      |                    |                  |
| ON-RF-1              |                    | Removed          |
| ON-RF-2              | 700                |                  |
|                      |                    |                  |
| WT-1                 | 100,000            | Estimated volume |
| ST-1                 |                    | Removed          |







**Exhibit D – The Facilities**  
**Storage, Parking and Warehouse**

YEAR 2018 INST # 5709 PAGE 41 OF 135

| Description    | Area (square feet) |
|----------------|--------------------|
| Storage Area   | 358,119            |
| Parking Lot    | 60,634             |
| Warehouse Yard | 60,717             |



**Exhibit E – The Improvements  
Haul Roads and Access Roads**

YEAR  
2018

INST. #  
5709 PAGE 42 OF 135

| Description                          | Length(feet) |
|--------------------------------------|--------------|
| Thermo East Haul Road                | 10,632       |
| Thermo West Haul Road                | 5,345        |
| Thermo Site Plan Haul Road           | 2,804        |
| A-1 Haul Road                        | 7,285        |
| H-01 Pond Access Road                | 5,707        |
| F-01 Pond Access Road                | 2,986        |
| C-07A Pond Access Road               | 358          |
| A-Area Access Road                   | 1,432        |
| A1-2 Pond Access Road                | 3,983        |
| A1-1 Pond Access Road No. 1          | 401          |
| A1-1 Pond Access Road No. 2          | 254          |
| D-03 Pond Access Road                | 888          |
| E-06 Permanent Diversion Access Road | 204          |
| C-06 Pond Access Road                | 1,564        |
| G-13 Pond Access Road                | 1,789        |
| A-18 Pond Permanent Access Road      | 1,647        |

**Exhibit E – The Improvements  
Railroad Tracks**

YEAR INST #  
2018 5709 PAGE 43 OF 135

| Description         | Length (feet) | Comments                               |
|---------------------|---------------|--|
| East Railroad Track | 5,500         | From 15 feet clearance to loading silo |
| East Railroad Track | 1,170         | From silo to shop area                 |
| West Railroad Track | 5,500         | From 15 feet clearance to loading silo |
| West Railroad Track | 1,100         | From silo to shop area                 |

**Exhibit E – The Improvements**  
**FM 1870 Bridge**

| Description    | Length (feet) |
|----------------|---------------|
| FM 1870 Bridge | ~257          |

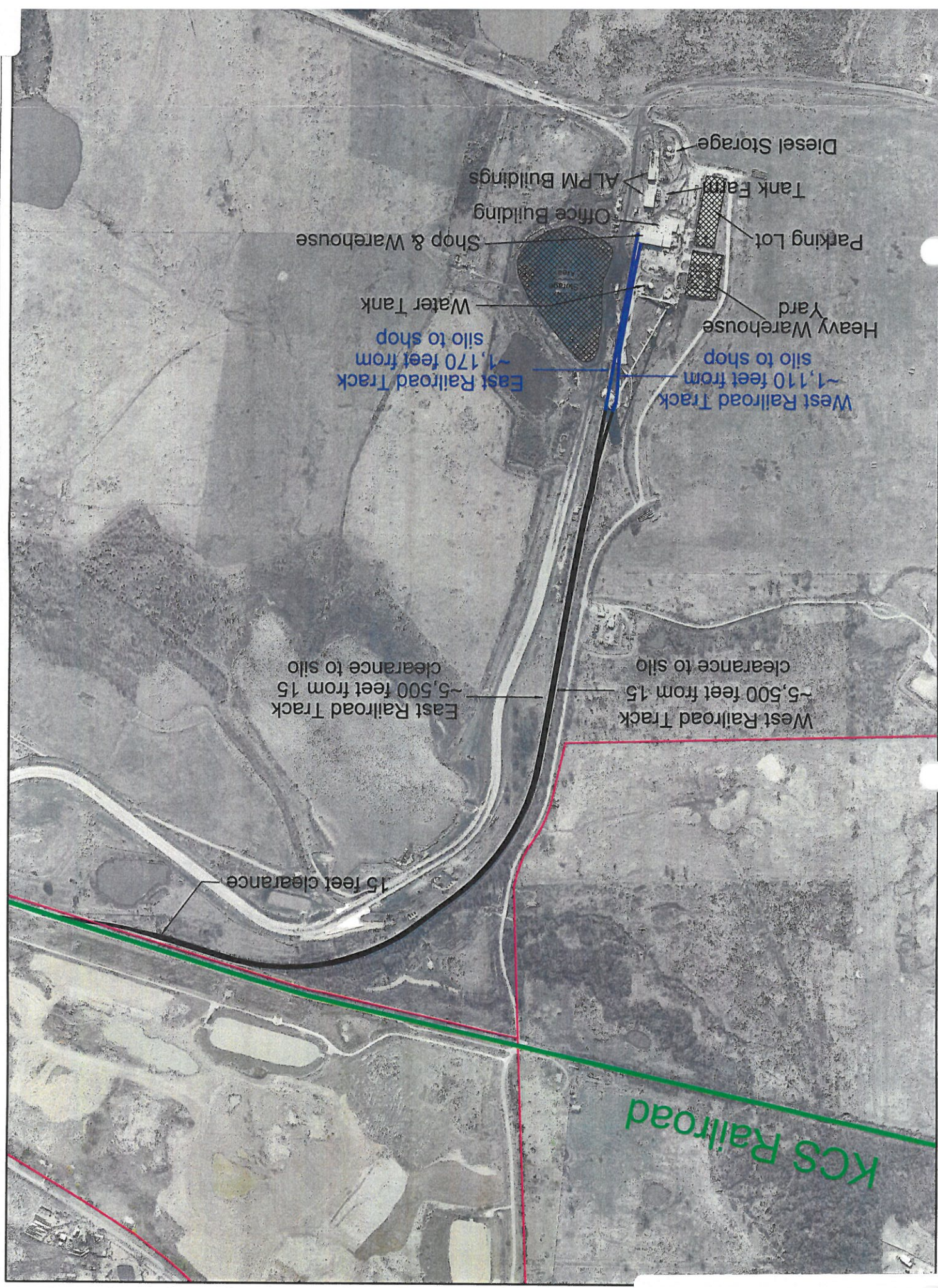


**Exhibit E – The Improvements  
Drop Structures**

YEAR 2018 INST 5709 PAGE 45 OF 135

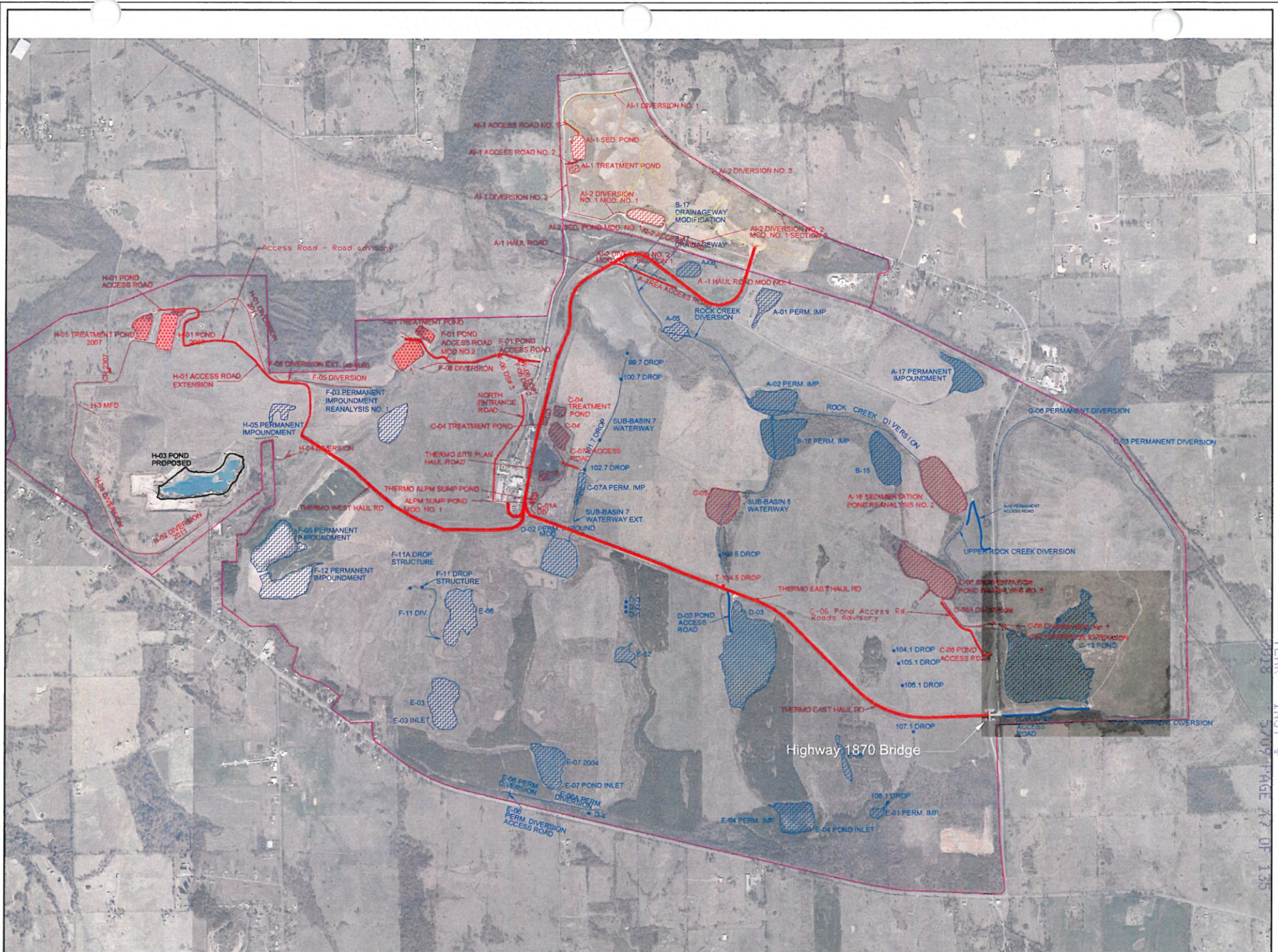
| Description          |
|----------------------|
| F-11 Drop Structure  |
| F-11A Drop Structure |
| D-1 Drop Structure   |
| D-2 Drop Structure   |
| D-3 Drop Structure   |
| D-4 Drop Structure   |
| 99.7 Drop Structure  |
| 100.7 Drop Structure |
| 101.7 Drop Structure |
| 102.7 Drop Structure |
| 103.5 Drop Structure |
| 104.5 Drop Structure |
| 104.1 Drop Structure |
| 105.1 Drop Structure |
| 106.1 Drop Structure |
| 107.1 Drop Structure |
| 108.1 Drop Structure |
| F-06 DS #1           |
| F-06 DS #2           |
| F-06 DS #3           |







YEAR INST. 2018  
S-09 PAGE 47 OF 135

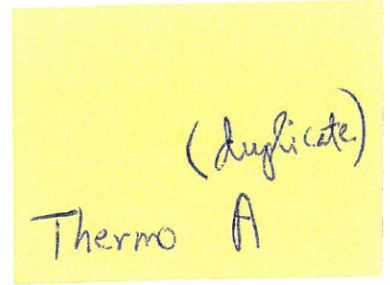




STATE OF TEXAS  
HOPKINS COUNTY

6848

INDUSTRIAL SOLID WASTE  
DISPOSAL SITE DEED RECORDATION



KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Texas Department of Water Resources pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit industrial waste on the land described herein.

II

Being a 6.031 acre tract, more or less, out of the Texas Utilities Mining Company called 79.07 and 167.79 acre tracts situated in Hopkins County, State of Texas, said 79.07 acre tract being a part of the Thomas Tobar Survey, A-593, conveyed by Louie V. Woodall to L. D. Cross, Trustee, by deed recorded in Volume 362, Page 440; said 167.79 acre tract being a part of the Thomas Tobar Survey, A-593, conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 557 of the deed records of Hopkins County, Texas, said 6.031 acre tract being more particularly described as follows:

BEGINNING at a point for corner situated S 89°37'31" W - 434.00' from the northeast corner of said 79.07 acre tract; the coordinates of said beginning corner, based on the Texas Grid System, North Central Zone, are: N = 527,642.00, E = 2,598,115.00; said point being set for the northwest corner;

Vol. 443 Pg. 653

DEED RECORD

Vol. 443 Pg. 654

THENCE S 58°29'47" E - 2,929.84' to a point for corner set for the northeast corner;

THENCE South - 102.00' to a point for corner set for the southeast corner;

THENCE N 58°35'03" W - 2,956.38' to a point for corner set for the southwest corner;

THENCE N 15°12'09" E - 95.34' to the POINT OF BEGINNING and containing 6.031 acres, more or less.

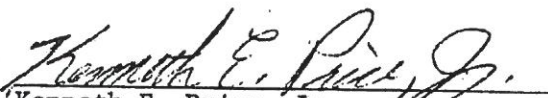
Wastes deposited hereon have been classified by the Texas Department of Water Resources as Class III.

### III

The owner of the site is Texas Utilities Mining Company, a Texas corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas 75455, where more specific information may be obtained from the Mine Manager.

EXECUTED this the 11th day of October, 1984.

Texas Utilities Mining Company  
a Texas corporation

  
Kenneth E. Price, Jr.  
Mine Manager

STATE OF TEXAS  
TITUS COUNTY

BEFORE ME, on this 11th day of October, 1984, personally appeared Kenneth E. Price, Jr., Mine Manager of Texas Utilities Mining Company, a Texas corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the

same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of  
October, 1984.



Judith A. Nassamure  
Notary Public in and for the  
State of Texas, County of Titus

My commission Expires

June 5, 1988

Uo1. 443 P9. 655



FILE FOR RECORD  
HOPKINS COUNTY TEXAS

'84 DEC 3 AM 11:25

MARY ALICE DECK  
COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY

6848

When recorded please return to:  
Mr. Charles W. Maughon  
Texas Utilities Mining Company  
P.O. Box 1255  
Mt. Pleasant, Texas 75455

(1)

SEAL OF TEXAS COUNTY OF HOPKINS  
I hereby certify that this instrument was filed in  
the file and time stamped hereon by me and as  
duly recorded in the volume and page of the public  
records of Hopkins County, Texas as stamped by me.

RECORDED



Mary Alice Deck

COUNTY CLERK, Hopkins County, Texas

STATE OF TEXAS  
HOPKINS COUNTY

3256

(duplicate)  
Thermo B

INDUSTRIAL SOLID WASTE  
DISPOSAL SITE DEED RECORDATION

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Texas Department of Water Resources pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit industrial waste on the land described herein.

II

Being an 18.939 acre tract, more or less, out of the Texas Utilities Mining Company called 139.37, 180.53, 166.26, 54.56, 141.93, and 47.20 acre tracts situated in Hopkins County, State of Texas, said tracts being a part of the Thomas Tobar Survey, A-593, said 139.34 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 544; said 180.53 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 559; said 166.26 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 561; said 54.56 acre tract conveyed by Talmadge Stone to L. D. Cross, Trustee, by deed recorded in Volume 383, Page 685; said 141.93 acre tract conveyed by Earl Dean Oliver

Vol 448 Page 104

to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 554;  
deed records of Hopkins County, Texas, said 18.939 acre tract being  
more particularly described as follows:

BEGINNING at a point for corner situated S 90°03'17"  
W - 863.42' from the northeast corner of said 139.37  
acre tract; the coordinates of said beginning point,  
based on Texas Grid System, North Central Zone, are:  
N = 524,016.00, E = 2,600,594.00; said point being  
set for the northwest corner;

THENCE South 150.00' to a point for corner set for  
the southwest corner;

THENCE S 70°47'27" E - 5,500.00' to a point for  
corner set for the southeast corner;

THENCE North - 150.00' to a point for corner set for  
the northeast corner;

THENCE N 70°47'27" W - 5,500.00' to the POINT OF  
BEGINNING and containing 18.939 acres, more or less


Wastes deposited hereon have been classified by the Texas Depart-  
of Water Resources as Class III.

### III

The owner of the site is Texas Utilities Mining Company, a Texas  
corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas  
75455, where more specific information may be obtained from the Mine  
Manager.

EXECUTED this the 13th day of May, 1985.

Texas Utilities Mining Company  
a Texas Corporation

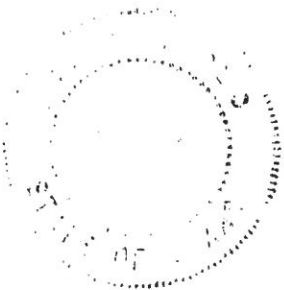
  
Kenneth E. Price, Jr.  
Mine Manager



STATE OF TEXAS  
HOPKINS COUNTY

BEFORE ME, on this 13th day of May, 1985, personally appeared Kenneth E. Price, Jr., Mine Manager of Texas Utilities Mining Company, a Texas corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of May, 1985.



*Charles W. Maughon*  
Notary Public in and for the  
State of Texas

CHARLES W. MAUGHON

My commission expires

December 9, 1985

448 PAGE 105

REAL PROPERTY RECORD

STATE OF TEXAS

Vol. 118 p. 744

Hopkins County

3052

INDUSTRIAL SOLID WASTE  
DISPOSAL SITE DEED RECORDATION

(duplicate)  
Thermo - C

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the rules of the Texas Water Commission pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit Class III industrial solid waste on the land described herein.

II

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN HOPKINS COUNTY, TEXAS, BEING A PART OF THE THOMAS TOBAR SURVEY, ABST. NO. 593, OUT OF THE L. D. CROSS, TRUSTEE CALLED 57.45 ACRE TRACT, VOL. 362, PAGE 440; L. D. CROSS, TRUSTEE CALLED 50.50, 88.87, 51.56 ACRE TRACTS, VOL. 349, PAGE 559; L. D. CROSS, TRUSTEE CALLED 89.53 ACRE TRACT, VOL. 349, PAGE 550; L. D. CROSS, TRUSTEE CALLED 166.25 ACRE TRACT, VOL. 349, PAGE 561; L. D. CROSS, TRUSTEE CALLED 54.56 ACRE TRACT, VOL. 365, PAGE 685; L. D. CROSS, TRUSTEE CALLED 20.776 AND 39.048 ACRE TRACTS, VOL. 349, PAGE 554 OF THE DEED RECORDS OF HOPKINS COUNTY, TEXAS AND BOUNDED AS FOLLOWS:

BEGINNING at a point for corner situated N 54° 34' 27" E - 467.82' from a point, said point being the southwest corner of the called 57.45 acre tract, recorded in Vol. 362, Page 440, of the Deed Records of Hopkins County, Texas; the coordinates of the said BEGINNING corner, based on the Texas Grid System, North Central Zone, are N=523,885.57, E=2,598.000; said point being set for the southwest corner;

THENCE North - 1000.00', to a point for corner set for the northwest corner;

THENCE S 69° 30' E - 8120.23', to a point for corner set for the northeast corner;

THENCE South - 1000.00', to a point for corner set for the southeast corner;

THENCE N 69° 30' W - 8120.23', to the point of BEGINNING, containing 174.61 acres, more or less.

[VOL 118 PAGE 745

2 of 2 pages

III

The owner of the site is Texas Utilities Mining Company, a Texas Corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas 75456, where more specific information may be obtained from the Mine Manager.

EXECUTED this 1st day of August, 1991.

Texas Utilities Mining Company  
a Texas Corporation

Kenneth E. Price, Jr.  
Kenneth E. Price, Manager of Mines

STATE OF TEXAS

Situs COUNTY

BEFORE me, on this the 1st day of August, 1991, personally appeared Kenneth E. Price, Manager of Mines of Texas Utilities Mining Company, a Texas Corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 1991.

Mary Ellen Clower  
Notary Public in and for the State  
of Texas, County of

Situs

My commission expires 9-19-92.



STATE OF TEXAS

Titus County

INDUSTRIAL SOLID WASTE  
DISPOSAL SITE DEED RECORDATION

(duplicate)  
Thermo D

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the rules of the Texas Water Commission pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit Class III industrial solid waste on the land described herein.

II

Being an 87.3 acre tract, more or less, out of the Texas Utilities Mining Company called 20.776, 54.56, 166.26, 51.56, 89.56, 139.37, 71.94 and 57.45 acre tracts situated in Hopkins County, State of Texas, said 20.776 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 554; said 54.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Talmadge Stone et ux, to L.D. Cross, Trustee, by deed recorded in Volume 365, Page 685; said 166.26 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 561; said 51.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Fred D. Beville et ux, to Wilburn L. Morgan and Herman C. Morgan, by deed recorded in Volume 168, Page 64; said 89.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 550; said 139.37 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 544; said 71.94 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Louie V. Woodall et ux, to L.D. Cross, Trustee, by deed recorded in Volume 408, Page 594; said 57.45 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Roy L. Rawson, Jr. et ux, to Louie V. Woodall et ux by deed recorded in Volume 299, Page 290; of the deed records of Hopkins County, Texas, said 87.3 acre tract being more particularly described as follows:

Beginning at a point for corner situated N 01 05' W - 170.0' and N 66 22'14" W - 255.0' from the southeast corner of said 20.776 acre tract; the coordinates of said beginning corner, based on the Texas Grid System, north central zone, are: N = 521,672, E = 2,605,606; said point being set for the southeast corner;

Thence N 66 22'14" W - 8,302.0' to a point for corner set for the southwest corner;

Thence north - 500.0' to a point for corner set for the northwest corner;

Thence S 66 22'14" E - 8,302.0' to a point for corner set for the northeast corner;

Thence south - 500.0' to the point of beginning containing 87.3 acres, more or less.

III

The owner of the site is Texas Utilities Mining Company, a Texas Corporation, and its address is P.O. Box 1636, Mt. Pleasant, Texas 75455, where more specific information may be obtained from the Mine Manager.

EXECUTED this 5th day of April, 1990.

Texas Utilities Mining Company  
a Texas Corporation

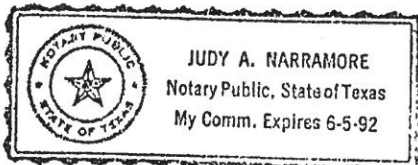
Kenneth E. Price  
Kenneth E. Price, Mine Manager

STATE OF TEXAS

Itasca County

BEFORE me, on this the 5th day of April, 1990, personally appeared Kenneth E. Price, Mine Manager of Texas Utilities Mining Company, a Texas Corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1990.

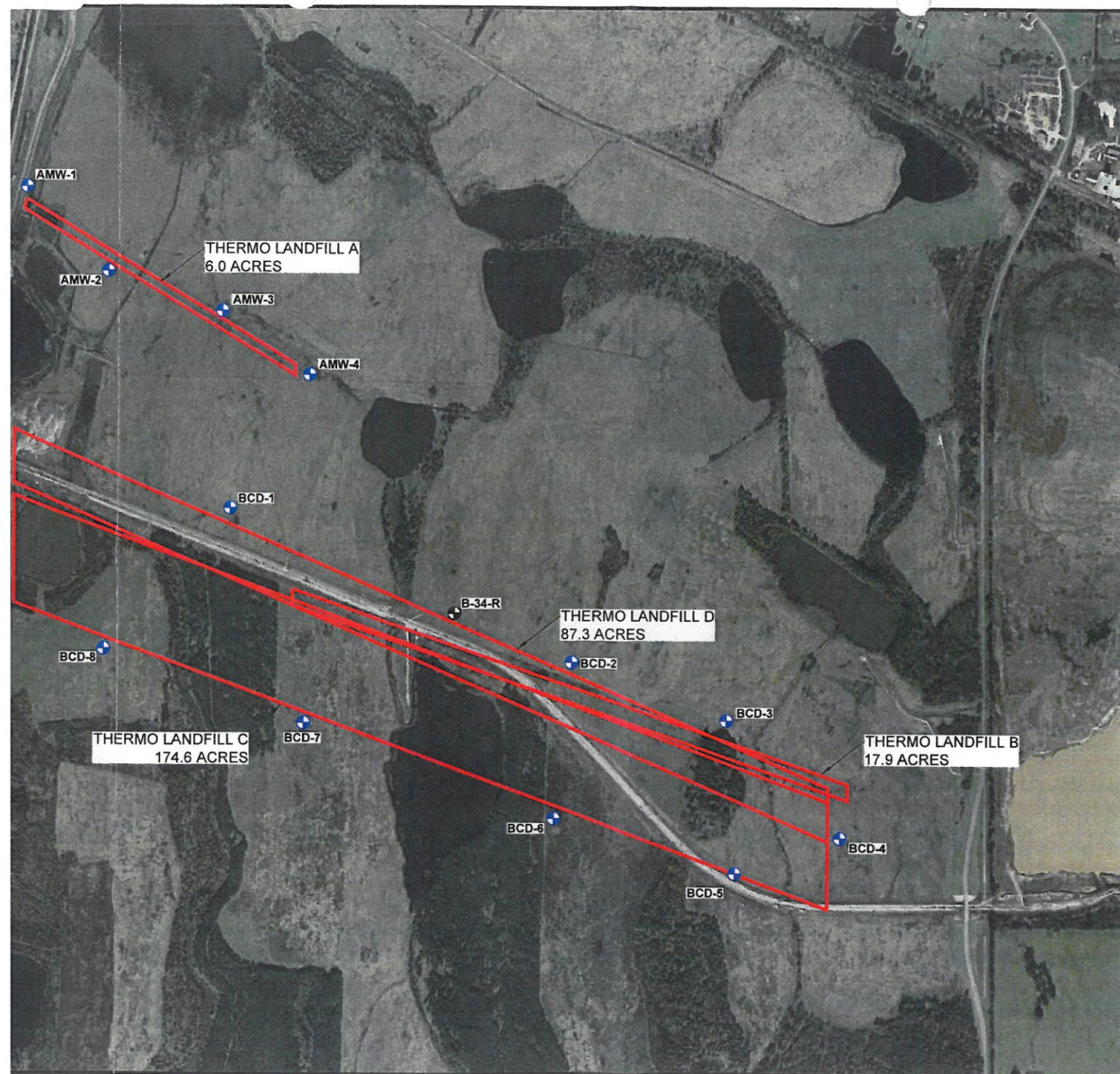


Judy Narramore  
Notary Public in and for the  
State of Texas, County of

Itasca

My commission expires 6-5-92.





# EXPLANATION

- Landfill Area
- Existing Monitoring Well Location
- Monitoring Well Location

Monitoring Wells plugged 12/13/2017



Approx. Scale in Feet  
0 500 1000

SOURCE:  
Base map Google Earth dated December 2, 2015.

LUMINANT MINING COMPANY, LLC  
THERMO MINE

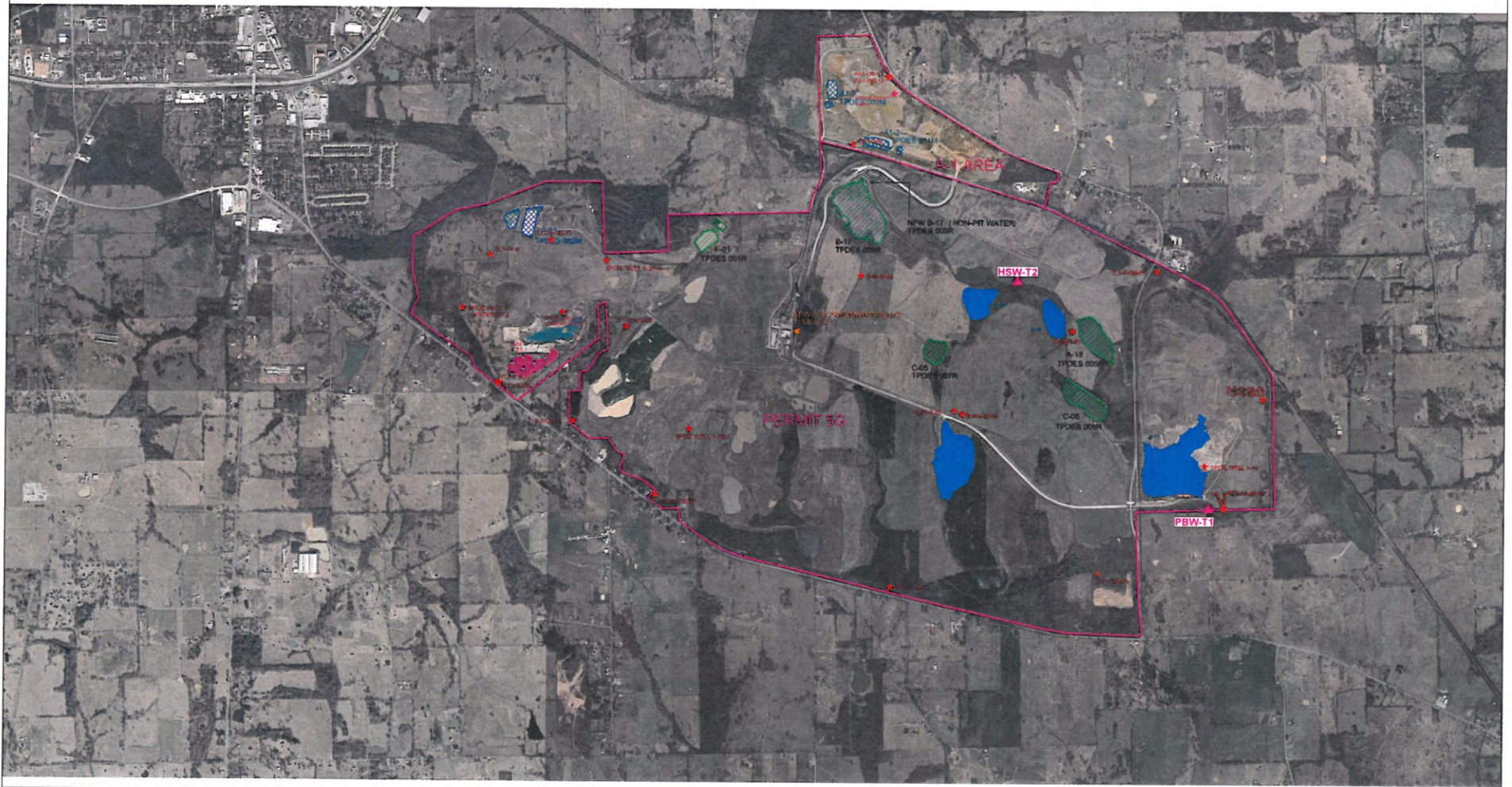
Figure 2

## THERMO MINE MONITORING WELL LOCATIONS

|                   |              |           |
|-------------------|--------------|-----------|
| PROJECT: 5240     | BY: AJO      | REVISIONS |
| DATE: SEPT., 2017 | CHECKED: PJB |           |

PASTOR, BEHLING & WHEELER, LLC  
CONSULTING ENGINEERS AND SCIENTISTS





THIS MAP AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THERMO MINE & THERMO A-1 MINE. NO PART OF THIS MAP OR INFORMATION CONTAINED HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THERMO MINE & THERMO A-1 MINE.



| NO. | DESCRIPTION | BY | DATE |
|-----|-------------|----|------|
|     |             |    |      |
|     |             |    |      |
|     |             |    |      |
|     |             |    |      |

NOTE:  
TPOE PERMIT NO.04122

- ACTIVE FINAL DISCHARGE POND
- SEWAGE TREATMENT PLANT
- PERMIT BOUNDARIES
- POSTMINE PONDS

THERMO MINE & THERMO A-1 MINE  
SULFUR SPRING, TEXAS

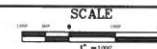
THERMO FINAL DISCHARGE OUTFALLS

THERMO MINE & THERMO A-1 MINE  
SULFUR SPRING, TEXAS

EDIT OR COPY TEXT AS NECESSARY IN TITLE BLOCK  
ALL TEXT IS CENTER JUSTIFIED

CONFIDENTIAL  
INTERVAL USE  
ONLY

Luminant  
ENERGY



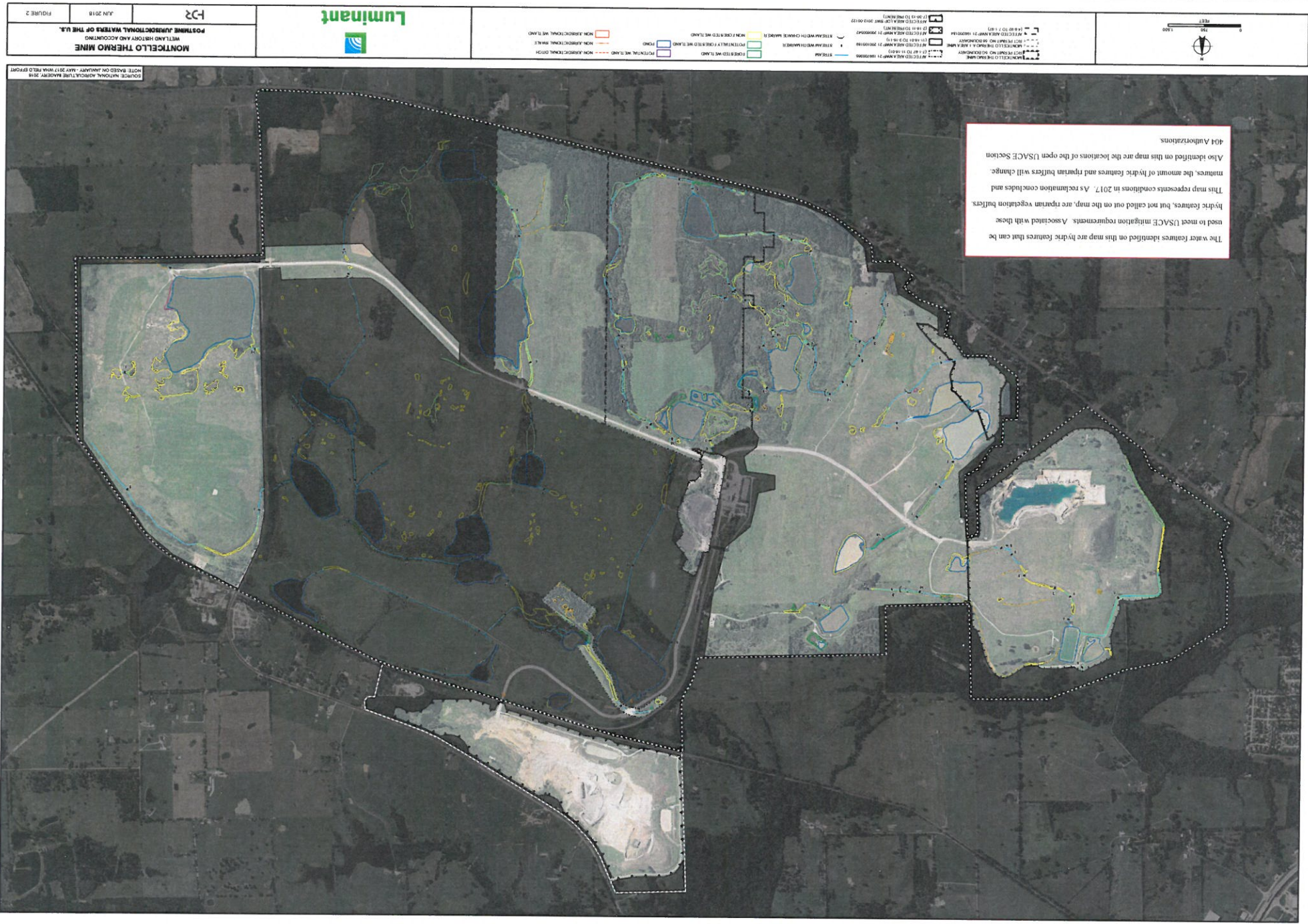
Thermo  
All Areas  
Mine Services

DATE: 06/08/2018

**Exhibit H**  
**Environmental Covenant**

Environmental Covenant to be inserted upon agreement with the U.S. Army Corps of Engineers.







**Exhibit J**  
**Exclusive Easement**

**EXCLUSIVE EASEMENT AND RIGHT OF WAY AGREEMENT**  
**ISSUED PURSUANT TO SECTIONS 212 AND 380 OF THE TEXAS LOCAL**  
**GOVERNMENT CODE AND THE DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §           Know all men by these presents:  
COUNTY OF HOPKINS   §

This EXCLUSIVE EASEMENT AND RIGHT OF WAY AGREEMENT (the “Exclusive Easement”) is by and between **LUMINANT MINING COMPANY LLC**, a Texas limited liability company whose address is 6555 Sierra Drive, Irving Texas 75039, hereinafter referred to as “Luminant” or “Grantee”, and the **CITY OF SULPHUR SPRINGS**, a municipal corporation organized under Article 11 of the Texas Constitution, whose address is 125 South Davis Street, Sulphur Springs, Texas 75482, hereinafter referred to as the “City” or “Grantor”.

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee entered into a Development Agreement, of even date herewith, which transferred, among other things, 4,901.228 acres of unincorporated real property (the “Property”) in Hopkins County, Texas from Luminant to the City in exchange for certain considerations, including this Exclusive Easement (the “Development Agreement”); and

**WHEREAS**, Grantor, pursuant to the Development Agreement, succeeded to ownership of, among other things, \_\_\_\_\_ acres of real property (the “Reclamation Land”) which had previously been permitted for mining operations by Grantee, which mining has been completed, and is now subject to the reclamation requirements of the Railroad Commission of Texas (“RRC”), which requirements are codified in 16 Texas Administrative Code §12.1 et seq. (the “Coal Mining Regulations”) and governed by Permit Nos. 5G and 56, issued by RRC to Luminant, as amended from time to time, and secured by a bond, posted by Luminant, until the reclamation is completed (the “Bond”); and

**WHEREAS**, the Reclamation Land is also subject to the rules and regulations of various other regulatory agencies, including but not limited to, the Texas Commission on Environmental Quality (“TCEQ”) and the United States Army Corps of Engineers (the “Corps”); and

**WHEREAS**, Luminant and the City have agreed that Luminant will, in accordance with the Coal Mining Regulations, the Permit and any other rules and regulations covering its reclamation obligations, reclaim the Reclamation Land in a manner that will allow it to be developed by the City into a multi-use site, and achieve final approval of the RRC and release of the Reclamation Land from the Permit and the Bond, and from any other programs or permits covering reclamation obligations related to the Reclamation Land; and

**WHEREAS**, the City desires to permit Luminant to continue reclaiming the Reclamation Land in accordance with (i) the Coal Mining Regulations, the Permit and any other rules and regulations covering reclamation obligations on the Property, and (ii) the Development Agreement; and

**Exhibit J**  
**Exclusive Easement**

**WHEREAS**, the Property, including the Reclamation Land, is eligible to be the subject of a development agreement under Sections 212.172 and 380 of the Texas Local Government Code; and

**WHEREAS**, this Exclusive Easement is entered into pursuant to and in compliance with Sections 212.172 and 380, in order to address the desires of Luminant and the City; and

**WHEREAS**, the City Council authorized and approved this Exclusive Easement as part of the Development Agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on October 16, 2018 (Resolution No. 1155); and

**WHEREAS**, Luminant and the City acknowledge that this Exclusive Easement is binding upon them, their heirs, successors and assigns for the Term (defined herein) of this Exclusive Easement; and

**WHEREAS**, this Exclusive Easement is to be recorded in the Real Property Records of Hopkins County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The Purpose.** The purpose of this Exclusive Easement is to provide Grantee with unimpeded and unrestricted access and use of the Reclamation Land to permit the implementation and fulfillment of Grantee's reclamation obligations on the Reclamation Land.
2. **The Grant.**

**Exclusive Easement on Reclamation Land.** The easement rights granted herein are EXCLUSIVE to the Grantee. This Exclusive Easement grants to Grantee (i) the **exclusive right** to access, use, occupy and perform reclamation and associated activities on the Reclamation Land, and (ii) the right to install, replace or remove such facilities, equipment or improvements as Grantee may require to be able to perform the reclamation work or satisfy the reclamation obligations, both for such a time as is necessary to conduct and complete the reclamation work to the satisfaction of those governmental agencies with authority over surface mining reclamation. For clarity, GRANTEE WILL HAVE SOLE AUTHORITY TO CONTROL THE RECLAMATION AND USE OF AND ACCESS TO THE RECLAMATION LAND; **PROVIDED, HOWEVER, THIS EXCLUSIVE EASEMENT DOES NOT GRANT TO GRANTEE A FEE SIMPLE ABSOLUTE IN THE RECLAMATION LAND.**

**Grantor's Use and Occupation on Reclamation Land.** Grantor reserves no right to and shall not grant any additional easements or licenses on, over, across or in the Reclamation Land for any purpose. Grantor has no right to use or access, or allow or permit access, the Reclamation Land without the prior written consent of Grantee, and Grantor shall not construct any fences or other improvements, including but not limited

**Exhibit J**  
**Exclusive Easement**

to, roads, parking lots, or buildings, on the Reclamation Land without the prior written consent of Grantee.

**Non-Exclusive Easement and Right Of Way on Property, not Reclamation Land.**

With respect to the Property, Grantor grants to Grantee, pursuant to the Purpose outlined herein, a non-exclusive easement to use, access and occupy those portions of the Property that are not part of the Reclamation Land and a non-exclusive right-of-way for vehicular or pedestrian ingress and egress access to and from the Reclamation Land, in each case on and over portions of the Property that are not subject to reclamation requirements (the "Non-Exclusive Easement and ROW"). The Non-Exclusive Easement and ROW is valid for all purposes related to Grantee's ongoing legal and regulatory liabilities, requirements, and obligations, including but not limited to compliance with the Permits and any other regulations relating to environmental, surface mining and reclamation, wetland mitigation, and related activities. Further, Grantee shall allow Grantor and its affiliates to utilize the Property and any pond located on the Property, as required by the RRC.

**3. Other Agreements and Requirements affecting the Reclamation Land.** This Exclusive Easement is made and accepted subject to:

- A. the terms and provisions of that certain *Development Agreement*, dated October 16, 2018, true and correct copies of which are in the possession of Grantor and Grantee;
- B. certain wetland deed restrictions and covenants, as more particularly described in that certain \_\_\_\_\_ dated as of \_\_\_\_\_, recorded as Document No. \_\_\_\_\_, at Volume \_\_\_\_\_, Page \_\_\_\_\_ in the real property records of Hopkins County, Texas, a copy of which such restrictions are attached hereto as Exhibit B and incorporated herein by reference;
- C. Permits 5G and 56 issued by the RRC (the "Mining Permits"), and the Bond; and
- D. the permit issued by the United States Army Corps of Engineers, which secures completion of wetlands mitigation on the Property to the regulatory-required standards (the "USACE Permit", together with the Mining Permits, and any other permits listed on Exhibit "K" of the Development Agreement, the "Permits").

**4. Covenants.**

- A. **Reclamation Covenant.** Grantor acknowledges and agrees that, because the Reclamation Land has been mined and is now subject to reclamation obligations, for which Grantee is solely responsible, that Grantee will control all aspects of the reclamation and will coordinate such with the RRC and the Corps, subject to said agencies' rules and the Permits, as well as the Bond. The reclamation will require certain approvals by and from, and satisfaction of the RRC and the Corps with respect to Grantee's obligations under the Permits,



**Exhibit J**  
**Exclusive Easement**

specifically with respect to the design, construction and placement of certain improvements.

Grantor agrees that it shall not make, nor cause or allow to be made, any surface or structure modifications or changes in land management practices on the Reclamation Land while such area is subject to the Bond, the Permits or other governmental requirements related to mine reclamation, without obtaining the prior written consent of Grantee.

**B. Covenant on Improvements.**

**Existing Improvements.** Grantor covenants that the following currently existing improvements are the personal property of Grantor and will not be removed from the Reclamation Land or otherwise be required to be reclaimed, repaired or removed:

- i. Facilities include, but are not limited to, office and maintenance buildings, tank farms (bulk storage tanks), warehouse and warehouse yards, and storage and parking areas, as identified on Exhibit "D" attached hereto (the "Facilities").
- ii. Improvements include, but are not limited to, certain wetlands, haulroads, rail lines, roads, culverts, access roads, drop structures, and the FM 1870 bridge, as identified on Exhibit "E" attached hereto (the "Improvements").
- iii. Water and Impoundments.
  - a. A-18 Pond;
  - b. B-15 Pond;
  - c. B-17 Pond;
  - d. B-18 Pond;
  - e. C-06 Pond;
  - f. D-03 Pond;
  - g. G-13 Pond; and
  - h. H-03 Pond.
- iv. Waste Landfills includes four (4) industrial solid waste disposal sites, all of which contain Class III solid wastes, have been closed pursuant to and in compliance with TCEQ rules pertaining to industrial solid waste management, and have been deed recorded in the Hopkins County Real Property Records, copies of which are attached hereto as Exhibit "F".
- v. Monitoring Wells and Dewatering Wells as identified on Exhibit "G" attached hereto (the "Wells").

**Exhibit J**  
**Exclusive Easement**

**Improvements to be Constructed.** Grantee further has the right to construct, install, maintain, replace and remove certain new improvements on the Reclamation Land, in accordance and subject to the restrictions of the Development Agreement:

- i. Water and Impoundments to be constructed by Grantee include water impoundment/reservoir, stream channels and forested wetlands.

All matters concerning the design, construction, installation, maintenance, replacement and removal of such improvements shall be at Grantee's discretion. All improvements shall be and remain the property of Grantor, and shall remain on the Reclamation Land after expiration of this Exclusive Easement.

5. **Duration/Expiration.** The Exclusive Easement and the Non-Exclusive Easement and ROW shall continue in full force and effect for an indefinite period; provided, however, each such easement shall terminate upon the full and final release of all Property from any and all ongoing regulatory and other legal obligations imposed on Grantee by any governmental authority related to Grantee's reclamation of the Reclamation Land, and a written release shall be provided.
6. **Waiver of Landowner Consultation; Reclamation Bond.** Grantor, on behalf of himself and any and all persons claiming by, through or under him, including Grantor's heirs, personal representatives, successors and assigns as owner of any portion of the Property, hereby waives any rights to and relieves Grantee and its affiliates (including without limitation Luminant Generation Company LLC and Vistra Energy Corp.) of any duty of landowner consultation associated with the release of the Bond, if any, covering the Reclamation Land.
7. **Unavoidable Delays.** Grantee shall not be deemed to be in default in the performance of any obligation under this Exclusive Easement, if and as long as, nonperformance of such obligation shall be directly caused by change in governmental laws or restrictions, inability to obtain labor or materials, acts of God, or other causes of a similar or dissimilar nature beyond Grantee's reasonable control.
8. **INDEMNIFICATION.** GRANTEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION AND LIABILITY OF ANY NATURE, PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, ACCRUED OR UNACCRUED, RAISED BY ANY PARTY OR GOVERNMENTAL ENTITY, FOR ANY AND ALL DAMAGE OR LOSS OF ANY KIND TO GRANTEE'S, OR GRANTEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES PROPERTY, OR ANY ACCIDENT OR INJURY OCCURRING TO GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, WHICH IS OCCASIONED BY, OR WHICH OCCURS IN CONNECTION WITH, OR WHICH ARISES OUT OF GRANTEE'S OPERATIONS OR ACTIVITIES ON THE RECLAMATION LAND OR THE PROPERTY; PROVIDED, HOWEVER, SUCH AGREEMENT TO INDEMNIFY AND HOLD HARMLESS SHALL NOT EXTEND TO ANY CLAIMS, DAMAGES, LOSSES,

**Exhibit J**  
**Exclusive Easement**

DEMANDS, ACCIDENTS, INJURIES, SUITS, CAUSES OF ACTION AND OR LIABILITY OF ANY NATURE WHICH IS ATTRIBUTABLE TO OR CAUSED BY GRANTOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, INVITEES, SUCCESSORS AND ASSIGNS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**9. Miscellaneous Provisions.**

- A. No Third Party Beneficiaries.** This Exclusive Easement is solely for the benefit of the parties hereto and their respective successors in title, and except as expressly set forth in this Exclusive Easement, no third party may rely or be entitled to benefits hereunder.
- B. Compliance with Laws.** Grantee agrees that, in its exercise of all rights and privileges hereunder, Grantee shall conduct all such actions in compliance with Coal Mining Regulations, the Permit and any other laws, rules and regulations of the State of Texas, United States of America and all state, federal and local governmental agencies and authorities having regulatory authority over such activities and operations.
- C. Binding.** This instrument must be executed by both parties to be a valid and binding agreement. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the successors and assigns of the parties hereto.
- D. No Waiver.** No waiver of any provision or condition of this Exclusive Easement by Grantee shall be valid, unless in writing signed by Grantee. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
- E. Governing Law.** In all respects, this grant shall be governed by the laws of Texas.
- F. Amendment.** Except as otherwise provided herein, this Exclusive Easement may be amended, modified, or terminated only by a writing executed with the written consent of the Grantee. Furthermore, no amendment to this Exclusive Easement which would adversely affect the rights or duties of Grantee may be made without the written consent of Grantee. Any instrument so executed that amends, modifies, or terminates this Exclusive Easement shall be filed for record in the office of the Recorder of Deeds of Hopkins County, Texas.
- G. Authority.** The execution, delivery and performance of this Exclusive Easement by Grantor has been duly authorized. The execution of this Exclusive Easement and the consummation of the transactions contemplated hereby will not violate any restrictions to which Grantor is subject.
- H. Counterparts.** This Exclusive Easement may be executed in several counterparts, each of which shall be an original of this Easement but all of which, taken together, shall constitute one and the same Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.



**Exhibit J**  
**Exclusive Easement**

- I. Illegal Provisions.** If any provision of this Exclusive Easement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Easement, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Easement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

**Exhibit J**  
**Exclusive Easement**

EXECUTED and EFFECTIVE on this \_\_\_\_ day of \_\_\_\_\_ 2019.

City of Sulphur Springs

Luminant Mining Company LLC  
Luminant Generation Company LLC

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew Goering

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**Exhibit J**  
**Exclusive Easement**

STATE OF TEXAS           §  
                                     §  
COUNTY OF HOPKINS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as City Manager of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

\_\_\_\_\_  
*Notary Public*

STATE OF TEXAS           §  
                                     §  
COUNTY OF HOPKINS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as Mayor of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

\_\_\_\_\_  
*Notary Public*



**Exhibit J**  
**Exclusive Easement**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of **Luminant Mining Company LLC**, a Texas limited liability company, on behalf of said limited liability company and in the capacity therein stated.

\_\_\_\_\_  
*Notary Public*

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of **Luminant Generation Company LLC**, a Texas limited liability company, on behalf of said limited liability company and in the capacity therein stated.

\_\_\_\_\_  
*Notary Public*

Exhibit K - Permits

| Permit Description                                 | Permitted Facilities   | Owner                       | Operator                           | Approval Date | Expiration Date | Status      |
|--|--|-----------------------------|------------------------------------|---------------|-----------------|-------------|
| Railroad Commission of Texas, Surface Mine Permits | Thermo A-1 Mine Permit No. 56  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 6/26/2012     | NA              | Reclamation |
| Railroad Commission of Texas, Surface Mine Permits | Thermo Mine Permit No. 5G  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 12/14/2010    | NA              | Reclamation |
| USACE, Wetland 404 Authorization                   | Thermo Permit No. 199700365  | Luminant Mining Company LLC | Texas Utilites Mining Company      | 7/1/1997      | 11/16/2001      | Mitigation  |
| USACE, Wetland 404 Authorization                   | Thermo Permit No. 200100189  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 11/16/2001    | 3/18/2017       | Mitigation  |
| USACE, Wetland 404 Authorization                   | Thermo Permit No. 200600542  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 2/16/2011     | 3/18/2017       | Mitigation  |
| USACE, Wetland 404 Authorization                   | Thermo Mine AI-Aux Area, SWF-2012-00122                                  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 7/30/2013     | 3/30/2020       | Active      |
| USACE, Wetland 404 Authorization                   | Thermo Mine AI-Aux Area-Restoration Unauthorized impacts, SWF-2016-00026 | Luminant Mining Company LLC | Luminant Mining Company LLC        | 2/1/2016      | na              | Mitigation  |
| TCEQ, Waste Notices of Registration                | Monticello Mine, Thermo/Winfield South SWR 34680, ID No. TXD000728972    | Luminant Mining Company LLC | Texas Utilities Mining Company Inc |               |                 |             |
| TCEQ, Wastewater Discharge Permit                  | Monticello-Thermo, No. 4122  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 3/18/2016     | 1/1/2021        | Active      |
| TCEQ, Multi-Sector Stormwater Permit               | Monticello-Thermo Mine, No. TXR05AM68                                    | Luminant Mining Company LLC | Luminant Mining Company LLC        | 11/9/2016     | 8/14/2021       | Active      |
| TCEQ, Water Rights Permit                          | Monticello-Thermo Mine, Rock Creek, No. 5906                             | Luminant Mining Company LLC | Luminant Mining Company LLC        | 6/15/2006     | NA              | Active      |

**Exhibit L**  
**Water Rights/Water Impoundments**

**Ponds greater than 200 ac-ft requiring Water Rights**

| Pond              | Drainage area (Acres) | Volume <sup>2</sup> (Acre-feet) | Surface Area (Acres) | Range of modeled Evaporative Losses* (Acre-feet/yr) | Avg. Evaporative Losses* (Acre-feet/yr) |
|-------------------|-----------------------|---------------------------------|----------------------|---|---|
| A-18 <sup>1</sup> | 776.1                 | 253.3                           | 15.5                 | -25 to 41   | 9.0                                     |
| B-17 <sup>1</sup> | 4661.0                | 445.2                           | 34.4                 | -71 to 85   | 19.0                                    |
| C-06 <sup>1</sup> | 1027.8                | 331.2                           | 14.0                 | -29 to 35   | 8.0                                     |
| G-13 <sup>3</sup> | 862.1                 | 2430.0                          | 56.9                 | -118 to 151   | 9.0                                     |
| H-03 <sup>3</sup> | Possible off channel  |                                 |                      |   |   |
| <b>Totals</b>     |                       | <b>3459.7</b>                   | <b>120.8</b>         | <b>312</b>  | <b>45.0</b>                             |

\* From tech reports from 5906 amendment application

<sup>1</sup> Currently an exempt sediment pond

<sup>2</sup> 2018 Annual pond certifications

<sup>3</sup> Proposed final pit pond

**Ponds covered by Water Rights Permit 5906**

| Pond | Drainage area (Acres) | Volume (Acre-feet) | Surface Area (Acres) |
|------|-----------------------|--------------------|----------------------|
| B-15 | 420.3                 | 216.6              | 11.0                 |
| B-18 | 878.0                 | 248.0              | 12.1                 |
| D-03 | 520.9                 | 537.0              | 35.5                 |

**Total of all water at Thermo**

| Impoundment | Estimated Drainage Area (Ac) | Estimated Volume (Ac-Ft) | Estimated Surface Area (Ac) |
|-------------|------------------------------|--------------------------|-----------------------------|
| A-01        | 49.31                        | 40.7                     | 4.55                        |
| A-02        | 3151.0                       | 49.8                     | 9.20                        |
| A-05        | 3301.0                       | 19.7                     | 2.92                        |
| A-08        | 16.3                         | 11.9                     | 2.70                        |
| A-17        | 218.2                        | 143.5                    | 7.43                        |
| A-18        | 776.1                        | 399.0                    | 15.10                       |
| B-15        | 420.3                        | 216.6 <sup>#</sup>       | 11.00                       |
| B-17        | 4661.0                       | 737.6                    | 34.40                       |
| B-18        | 878.0                        | 248.0 <sup>#</sup>       | 12.10                       |
| C-04        | 139.0                        | 15.2                     | 3.25                        |
| C-05        | 706.0                        | 165.4                    | 8.90                        |
| C-06        | 1027.8                       | 325.9                    | 14.00                       |
| C-07A       | 953.0                        | 3.3                      | 1.80                        |
| D-02        | 971.4                        | 90.5                     | 9.82                        |
| D-03        | 520.9                        | 537.0 <sup>#</sup>       | 35.50                       |
| E-01        | 95.5                         | 1.8                      | 1.22                        |
| E-02        | 241.3                        | 28.9                     | 2.30                        |
| E-03        | 202.1                        | 96.0                     | 11.46                       |
| E-04        | 170.0                        | 184.0                    | 9.40                        |
| E-05        | 23.8                         | 1                        | 1.90                        |
| E-06        | 594.1                        | 78.6                     | 12.19                       |
| E-07        | 165.0                        | 138.5                    | 9.32                        |
| F-01        | 389.7                        | 76.8                     | 5.10                        |
| F-03        | 256.4                        | 36.3                     | 7.04                        |
| F-05        | 265.0                        | 198.0                    | 13.10                       |
| F-06        | 8.1                          | 0.1                      | 0.11                        |
| F-12        | 196.9                        | 113.9                    | 11.10                       |
| G-13        | 862.1                        | 2430.1                   | 56.90                       |
| H-01        | 401.0                        | 71.2                     | 5.80                        |
| H-03        | not finalized                |                          |                             |
| AI-1        | 69.7                         | 29.4                     | 2.80                        |
| AI-2        | 151.9                        | 56.9                     | 4.00                        |

**Total all Water at Thermo 5544.0**



**Exhibit M**  
**Form of Landowner Consultation**

\_\_\_\_\_, 2019

**WAIVER OF LANDOWNER CONSULTATION**  
**THERMO MINE (PERMIT NOS. 5G AND 56)**

Re: Thermo Mine, Permit No. 5G and 56, as depicted on the attached Exhibit A (the "Property")

Pursuant to that certain Development Agreement by and between the City of Sulphur Springs and Luminant Mining Company LLC, dated October 16, 2018, the City of Sulphur Springs Troy Williams owns all of the real property within the boundaries of Permit No. 5G and 56, which is subject to the jurisdiction of the Railroad Commission of Texas and other government agencies.

This letter confirms that the City of Sulphur Springs hereby waives any rights to, and relieves Luminant Mining Company LLC and its affiliates, of any duty of any landowner consultation, as required by the Railroad Commission of Texas, associated with the reclamation or release of the reclamation bond held for Permit Nos. 5G and 56. The City of Sulphur Springs agrees that Luminant Mining Company LLC has the right to make post-mining changes in land use, as it may determine necessary for achieving successful reclamation, without obtaining the written consent of the City of Sulphur Springs.

Sincerely,

City of Sulphur Springs

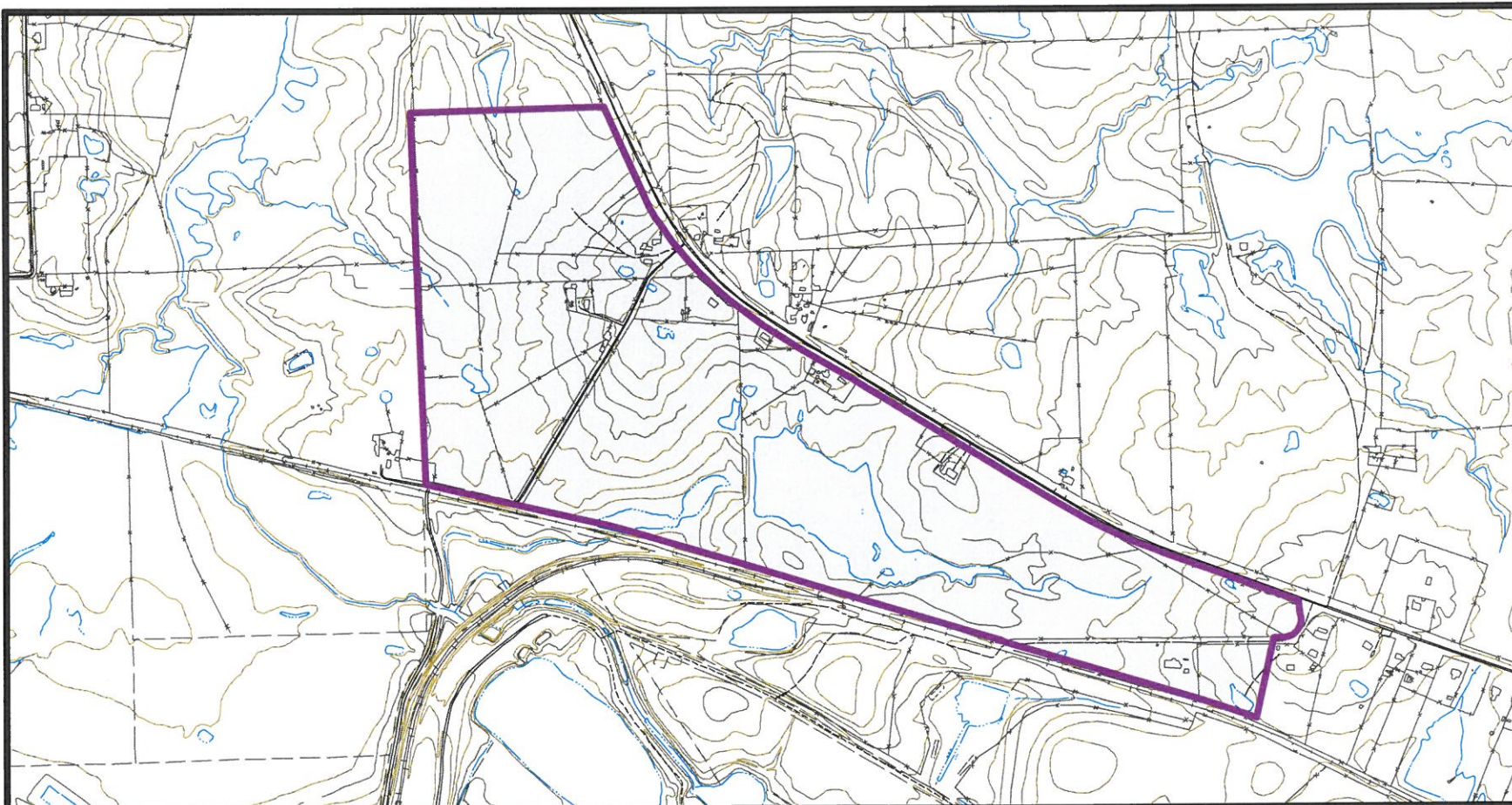
\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF HOPKINS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as City Manager of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

\_\_\_\_\_  
*Notary Public*



**NOT FOR PUBLIC DISCLOSURE**

 Thermo A-1 Permit Area

*\*There are no protected cultural resource sites in the Thermo A-1 Permit Area*

0 1,200



Feet

0 500



Meters



**Blanton & Associates, Inc.**

ENVIRONMENTAL CONSULTING • PLANNING • PROJECT MANAGEMENT

### Protected Cultural Resource Sites within the Thermo A-1 Permit Area

Prepared for: Luminant

Date: 6/11/2018

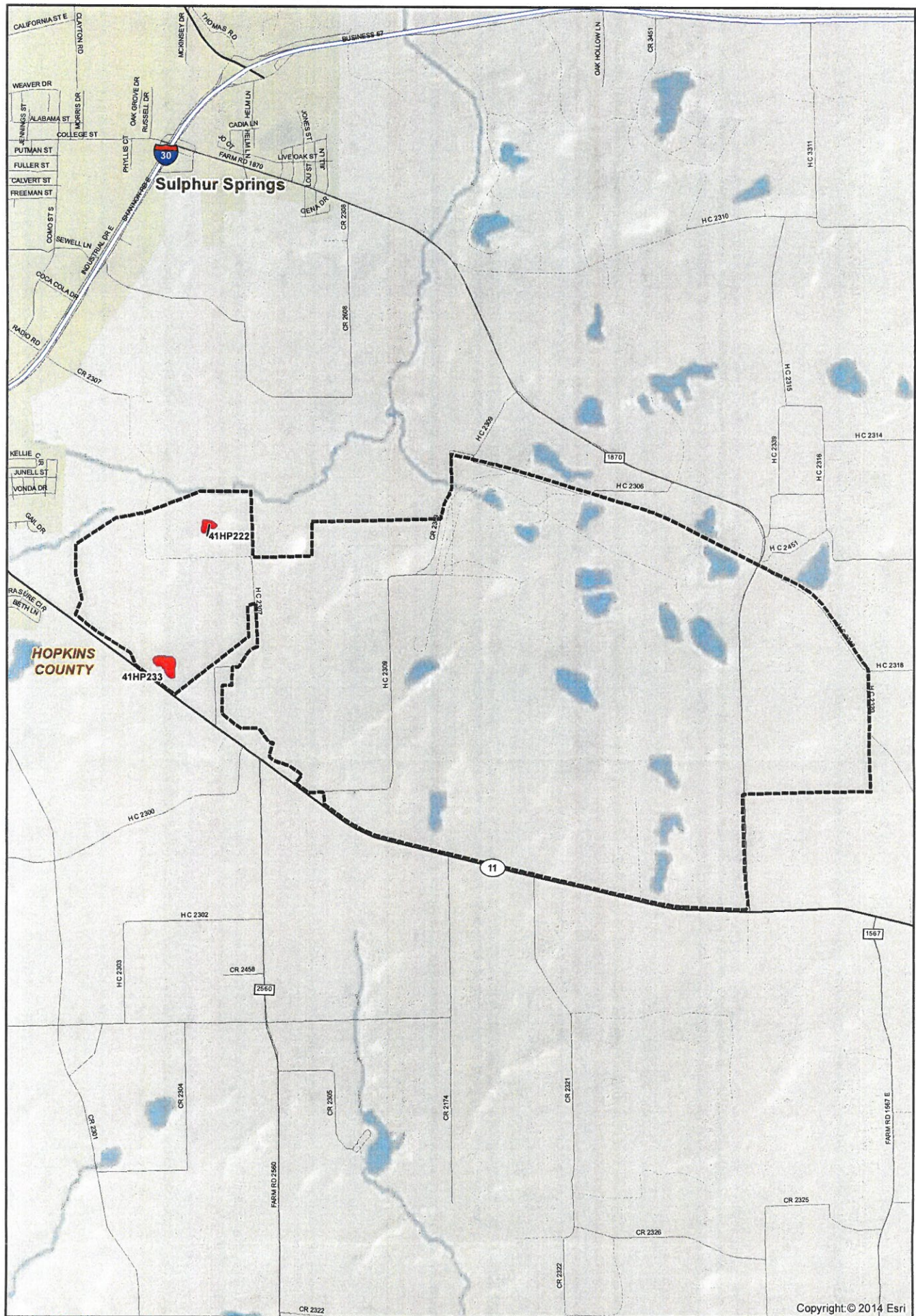
Job No.: 100007732

Scale: 1:14,400, or 1"=1200'

File: Z:\Projects\Luminant\Thermo\_A\_1\MXD\ARCH\Misc\ProtectedCulturalResourceSites



### Exhibit N – Protected Cultural Sites





STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT TO ACCEPT DONATION  
FOR HIGHWAY CONSTRUCTION PROJECTS**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation (the "Department") and TXU Mining Company LP, a Texas limited partnership, having its principal place of business at 1601 Bryan Street, Dallas, TX 75201-3411 (the "Donor").

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §201.206 authorizes the Department to accept, from any source, a donation or contribution in any form, including realty, personalty, money, materials, or services, for the purpose of carrying out its functions and duties; and

**WHEREAS**, Texas Government Code, Chapter 575 requires the governing board of a state agency, not later than the 90th day after a gift or donation valued at \$500 or more is accepted, to acknowledge the acceptance of the gift or donation by majority vote at an open meeting, and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final; and

**WHEREAS**, pursuant to these provisions, and to provide guidance on when a gift or donation may be accepted by the Department, the Texas Transportation Commission (the "Commission") has adopted rules relating to Department acceptance of gifts and donations, codified as Title 43, Texas Administrative Code (TAC), §§1.500-1.506; and

**WHEREAS**, pursuant to 43 TAC §1.503(a), acceptance of a gift or donation must be approved by order of the Commission, except that a gift or donation valued under \$500 may be approved by the Department's Executive Director; and

**WHEREAS**, in accordance with 43 TAC §1.503(b), the Donor is not subject to Department regulation or oversight, is not interested in or likely to become interested in any contract, purchase, payment, or claim with or against the Department, and is not a party to a contested case before the Department; and

**WHEREAS**, acceptance of the donation will provide a significant public benefit and will not influence or reasonably appear to influence the Department in the performance of its duties; and

**WHEREAS**, the Department has determined that participation by Donor in a highway construction project will serve the interest of the traveling public; and

**WHEREAS**, the Commission, by Minute Order No. 109811, has authorized the Department to accept the donation; and

**WHEREAS**, pursuant to 43 TAC §1.506, the Donor and the Department must execute a donation agreement.

**NOW, THEREFORE**, in consideration of the agreements of the parties hereto, to be respectively kept and performed by them as described below, it is agreed as follows:

## **AGREEMENT**

### **ARTICLE 1. DESCRIPTION OF THE DONATION AND RESTRICTION ON USE THEREOF**

The Donor desires to donate and the Department accepts an amount sufficient for pre-construction funding and construction inspection (the "Donation") of a grade separation and approach roadway to be constructed by Donor on FM 1870 over the Donor's lignite haul road approximately 1.25 miles north of State Highway 11 (the "Project"). The estimated value of the Donation is approximately \$20,000.00. The Donation shall be used only for the purpose of pre-construction funding and construction inspection of the Project.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES**

- A. The Donor represents and warrants that it owns the Donation and has unrestricted and full use of the Donation.
- B. The Department does not approve and is not responsible for any representations made by the Donor for tax purposes.

### **ARTICLE 3. DONATION ACCEPTED FOR LIMITED PURPOSES**

- A. Acceptance of the Donation herein described does not bind the Department to a course of action or promise of performance except as specifically described in Article 1, above, and the Donor agrees to such use of the Donation.
- B. No benefit will accrue to the Donor as a result of the Department's acceptance of the Donation except as specifically described in Article 1, above.

### **ARTICLE 4. AVAILABILITY OF INFORMATION**

This agreement is public information and will be furnished to a requestor under the Public Information Act, Texas Government Code, Chapter 552.

### **ARTICLE 5. PROJECT FUNDING AND WORK RESPONSIBILITIES**

The Department will authorize the performance of only those Project items of work that the Donor has requested and has agreed to pay for, and only after payment is received.

Texas Government Code, Chapter 2106 requires the Department to recover indirect costs associated with this agreement as calculated based on prevailing rates specified in the Department's Indirect Cost Recovery Program.

### **ARTICLE 6. PRE-CONSTRUCTION FUNDING**

Upon execution of this agreement, the Donor shall remit to the Department a check or warrant made payable to the Texas Department of Transportation in an amount equal to \$20,000.00. This amount is estimated to be the total costs associated with all document review and preparation and construction inspection relating to the Project, including but not limited to any agreements, easements, schematics and plans, and specifications and estimates, and including all indirect costs that may be incurred by the Department.

In the event the funding submitted by the Donor is insufficient to cover the Department's costs for providing design document reviews and construction inspection oversight services as described herein in Article 10 and 12, the Department will provide written notification to the Donor detailing and requesting the additional funding to be made available. The Donor will review the request and, subject to Donor's approval, make the additional funding available to the Department within thirty (30) days from receipt of the Department's notification. The Department is under no obligation to provide any services relating to the Project unless and until it receives funding from the Donor.

### **ARTICLE 7. PRELIMINARY PROJECT DEVELOPMENT**

The Donor will prepare the preliminary (schematic) designs for roadway and structures and submit them to the Department for review and approval. The preliminary schematic shall be presented in a format suitable for use in the public involvement procedures.

The Department, with assistance from the Donor, will conduct any public hearing or meetings required by the Department's public involvement processes. The Donor will prepare a categorical exclusion consistent with prior practice and submitted in a form acceptable to the Department and submit it to the Department for approval and clearance. The Donor will be responsible for any required archaeological or historical investigations and reports.

The Donor shall prepare easement maps, field notes, parcel plats, and other data as needed to properly describe the easement(s), which the Donor is to provide the Department. The field notes and parcel plats shall be signed and sealed by a Registered Professional Land Surveyor, currently licensed by the "Texas Board of Professional Land Surveying." The easement map, parcel plats, and property descriptions shall be submitted to the Department for review and approval. Tracings of the easement maps shall be furnished to the Department for its permanent records.

#### **ARTICLE 8. EASEMENTS**

The Donor shall not proceed with relocation of existing utilities until the environmental clearance has been completed and the Department has approved the easement maps and field notes.

The Donor will provide a permanent exclusive easement for right of way purposes to the State in a form as approved by the Department, together with an owner's policy of title insurance for the benefit of the State. The easement shall be free and clear of all liens and encumbrances and shall include a waiver by Donor of any right to ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling, or mining. The easement shall also contain a reversionary clause stating that the easement will terminate and revert to Donor if the haul road crossing FM 1870 as described in Article 15 is closed, once the Donor reconstructs FM 1870 along its original alignment to the approval and acceptance of the Department.

All easements for purposes of constructing the Project shall be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the Donor. When required by the Department, the Donor shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants have been removed from the easements.

#### **ARTICLE 9. RELOCATION ASSISTANCE**

The Department will be responsible for any required relocation assistance as may be determined to be eligible under the Department's relocation assistance program. All costs associated with the relocation assistance including payments to displacees will be assumed by the Donor.

#### **ARTICLE 10. DESIGN**

The Donor will prepare the construction plans, specifications and cost estimates. The construction plans shall be in a format prescribed by the Department and in accordance with the Department's current design standards for rural highways as detailed in the Highway Design Division Roadway Design Manual. The specifications shall be the Department's 2004 Standard Specifications for Construction of Highways, Streets and Bridges or its currently approved revisions and any special specifications and provisions as provided by the Department. The Donor will furnish to the Department the pavement design and any standard design details as may be appropriate for the Project, for the Department's approval.

The Department shall review the plans, specifications and estimates provided by the Donor upon completion or at any time deemed necessary by the Department. Should the Department determine that the complete plans, specifications and estimates or portion thereof are unacceptable, the Donor shall correct the design documents to the Department's satisfaction consistent with the Department's most recent policies, procedures, standards and guidelines. Should additional specifications or data be required by the Department, the Donor shall redesign the plans and specifications to the Department's satisfaction consistent with the Department's most recent policies, procedures, standards and guidelines. The costs for additional work on the plans, specifications and estimates shall be borne by the Donor.



The final, as-built construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent.

#### **ARTICLE 11. UTILITY ADJUSTMENTS/RELOCATIONS**

The Donor will provide for all utility adjustments or relocations required by construction of the Project, and such adjustments/relocations shall conform to the Department's State Utility Accommodation Policy.

#### **ARTICLE 12. CONSTRUCTION OVERSIGHT FUNDING**

Forty-five (45) days prior to the Donor receiving bids for construction of the Project, the Department will provide written notification to the Donor outlining the estimated funding to be made available for the costs to be incurred by the Department to provide the required construction engineering and management services and indirect costs. Subject to the Donor's agreement that the Project should go forward to completion, within thirty (30) days from receipt of the Department's notification, the Donor shall remit to the Department a check or warrant made payable to the Texas Department of Transportation for the estimated amount.

In the event the funding provided by the Donor is determined by the Department to be insufficient to cover the Department's costs, the Department will provide written notification to the Donor outlining the additional funding to be made available. The Donor shall review the request and, subject to Donor's approval, make the additional funding available to the Department within thirty (30) days from receipt of the Department's written notification. The Department is under no obligation to provide any services relating to the Project unless and until it receives funding from the Donor.

#### **ARTICLE 13. DESIGN AND CONSTRUCTION**

All aspects of the Project shall be carried out in compliance with applicable federal and state laws and regulations. The Project shall be designed in accordance with the latest Department policies, procedures, standards, and guidelines.

The Donor will advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with applicable laws relating to bid proposals and the awarding of construction contracts. In the event the selected bid exceeds the originally estimated cost by more than twenty percent (20%), the Donor will notify the Department and jointly determine whether the contract should be awarded or bids re-submitted. In the event the Department and the Donor determine that resubmitted bids are warranted, the Donor will assume any additional costs incurred by the Department. Change orders, supplemental agreements or additional work orders, which may become necessary subsequent to the award of the contract, shall be mutually agreed upon in writing by the Department and the Donor. All costs associated with construction of the Project will be assumed by Donor.

#### **ARTICLE 14. DEPARTMENT CONSTRUCTION MANAGEMENT**

The Department will perform oversight of all work performed hereunder and provide such engineering inspection and testing verification services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor will be the sole responsibility of the Donor.

Upon completion and acceptance of the Project, the Donor will issue to the Department a "Final Construction Inspection Report," acknowledging that the Project has been constructed in accordance with the approved plans, specifications and estimates.

#### **ARTICLE 15. MAINTENANCE**

Upon completion and acceptance of the Project, the Department will assume the maintenance responsibilities for the approach roadway riding surface to an approximate 1-1/2 inch depth and for the routine maintenance of the overpass deck and railing. The Donor will assume maintenance responsibility for the remainder of the grade separation structure, the haul road and all

appurtenances thereto. The Department will make periodic inspections of the grade separation structure and will notify the Donor when such inspections reveal that repairs are required. If repairs are required, a separate agreement will be prepared to cover the restorative work which will be accomplished at the expense of the Donor.

The Donor will, at its own cost and expense, execute and keep in force a surety bond, for a period of 18 months from the date of execution of this Agreement in the minimum amount of \$50,000.00 for the cost of maintenance or repair of the highway facility crossing described herein, said surety bond to be approved by the State Treasurer and Attorney General, and with a corporate surety authorized to do business in the State of Texas.

As part of the Project, the Department grants to the Donor a license and permission to construct, operate and maintain a haul road passing across FM 1870 and beneath the grade separation structure that will be constructed on a new approach that will connect and be parallel to FM 1870. The Donor may use that haul road in furtherance of its business purposes, including the movement of mine-related vehicles, equipment or materials. This license shall remain in force for a period of six years from the date this Agreement is signed by the Department and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties or unless this Agreement is terminated by the Department. The Department may terminate this license upon ninety days written notice prior to the expiration of the primary or any renewal term. At such time as Donor determines that it no longer has a use for the haul road or the license is terminated by the State as described above, Donor will at its expense reconstruct to Department standards the roadway of FM 1870 at the location of haul road, remove from the State's right of way the haul road and the approaches to the grade separation structure, and reconstruct at this location the fence between the State's right of way and Donor's abutting property. Nothing contained herein shall grant the Donor the right to mine lignite or other minerals located under right of way or other property owned by the State of Texas.

#### **ARTICLE 16. INSURANCE**

The Donor certifies that it has insurance on file with the Office of General Counsel, Contract Services Section of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 20.102 or Form 1560, Certificate of Insurance, as required by the Department. No other proof of insurance is acceptable to the Department. The Donor certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Donor must stop work until a new certificate of insurance is provided.

#### **ARTICLE 17. RIGHT OF ACCESS**

If the Donor is the owner of any part of the Project site, the Donor shall permit the Department or its authorized representative access to the site to perform any activities required to execute the work. The Donor will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the Department.

#### **ARTICLE 18. INDEMNITY**

The Donor shall indemnify and save harmless the Department and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also indemnify and save harmless the Department from any and all expense, including, but not limited to, attorney fees which may be incurred by the Department in litigation or otherwise resisting said claim or liabilities which may be imposed on the Department as a result of such activities by the Donor, its agents, or employees.

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#### **ARTICLE 19. DOCUMENT AND INFORMATION EXCHANGE**

If applicable, the Donor agrees to electronically deliver to the Department all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the Department, the Donor will use the Department's document template.

#### **ARTICLE 20. INTEREST**

The Department will not pay interest on funds provided by the Donor. Funds will be deposited into, and retained in, the State Treasury.

#### **ARTICLE 21. INCREASED COSTS**

In the event it is determined that the funding provided by the Donor will be insufficient to cover the Department's cost for performance of the Donor's requested work, if the Donor determines that the Project should move forward to completion, the Donor will pay to the Department the additional funds necessary to cover the anticipated additional cost. The Department shall send the Donor a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Donor shall review the request and, subject to Donor's approval, pay the funds to the Department within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Donor does not pay the additional funds, the Department may terminate the contract as its sole remedy.

#### **ARTICLE 22. TERMINATION**

If the Donor withdraws from the Project after the agreement is executed, it shall be responsible for all direct and indirect project costs incurred by the Department for the portion of the Project in which the Department was participating and had completed prior to the withdrawal.

This agreement may be terminated by any of the following conditions:

- (a) By mutual written agreement and consent of both parties.
- (b) By the Department upon determination that construction of the Project is not feasible or is not in the best interest of the State and the traveling public.
- (c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (d) By satisfactory completion of all services and obligations described herein.

The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Donor under this agreement. If the termination of this agreement is due to the failure of the Donor to fulfill its contractual obligations, the Department will notify the Donor that breach of contract has occurred. Within sixty (60) days from the Department's written notification, the Donor must remedy the breach as outlined by the Department. In the event the Donor does not remedy the breach, the Department may take over the Project and prosecute the work to completion. In such case, the Donor shall continue to be liable to the Department for the cost of the Project and any additional costs occasioned by the Department. In the event the Donor determines not to proceed with the Project, the Donor agrees to reimburse the Department for all costs incurred to the date of cancellation.

If the Donor ceases to use the haul road for a period of two (2) years, the Donor, if requested by the Department will provide for removal of the haul road and all appurtenances and will bear the cost to the Department for removal of the overpass approaches from State-owned right-of-way and restoration of the affected highway to a condition equivalent to the adjacent approaches existing at that time. The Department and the Donor will enter into a separate agreement defining the work to be required and the costs associated with the restoration and removal work.

#### **ARTICLE 23. FINAL ACCOUNTING**

Upon completion of the Project, the Department will make a final accounting in accordance with its established accounting procedures. Any funds previously deposited by the Donor and not expended for the cost of the work covered under this agreement will be returned to the Donor.



#### **ARTICLE 24. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

|   |   |
|---|---|
| <b>Donor:</b><br><br>TXU Mining Company LP<br>Attn: Anthony Marquez<br>1601 Bryan Street<br>Dallas, TX 75201-3411 | <b>Department:</b><br><br>Texas Department of Transportation<br>Attn: District Engineer<br>1365 N. Main Street<br>Paris, TX 75460 |
|---|---|

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

#### **ARTICLE 25. SOLE AGREEMENT**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Donor and the Department, the latest agreement shall take precedence over the other agreements in matters related to the Project.

#### **ARTICLE 26. SUCCESSORS AND ASSIGNS**

The Department and the Donor each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

#### **ARTICLE 27. SIGNATORY WARRANTY**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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**IN TESTIMONY WHEREOF**, the Department and the Donor have executed duplicate counterparts of this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: Janice Mullenix  
Janice Mullenix  
Director of Contract Services Section  
Office of General Counsel  
Texas Department of Transportation

Date May 11, 2005

**THE DONOR**

The undersigned signatory warrants that he or she is an official representative of the organization making the Donation described herein and that he or she is authorized to make the donation and to enter into this agreement on behalf of the organization.

By: Cory Tean  
Director of Mining Operations  
TXU Mining Company LP  
Typed or Printed Name and Title

Date 11-10-04



## Texas Department of Transportation (TxDOT) CERTIFICATE OF INSURANCE

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on the back of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: TXU MINING COMPANY LP

Street/Mailing Address: 1601 BRYAN STREET

City/State/Zip: DALLAS TEXAS 75201

Phone Number: Area Code (214) 812-2872 Vendor Identification Number: 17518373554039

Workers' Compensation Insurance Coverage: FM 1870 Haul Road North of State Highway 11.  
Endorsed with a Waiver of Subrogation in favor of TxDOT.

|   |                         |                |   |                                  |
|---|-------------------------|----------------|---|----------------------------------|
| Carrier Name: <u>Liberty Mutual Insurance Co.</u> |                         |                | Carrier Phone #: <u>617-654-3061</u>      |                                  |
| Address: <u>P.O. Box 8017</u>                     |                         |                | City, State, Zip: <u>Wausau, WI 54402</u> |                                  |
| Type of Insurance                                 | Policy Number           | Effective Date | Expiration Date                           | Limits of Liability:             |
| Workers' Compensation                             | <u>WA769D004224-025</u> | <u>1/1/05</u>  | <u>1/1/06</u>                             | Not Less Than: Statutory - Texas |

**Comprehensive General Liability Insurance:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

|   |                |                 |                   |  |
|---|----------------|-----------------|-------------------|--|
| Carrier Name: <u>Self Insured</u>   |                |                 | Carrier Phone #:  |  |
| Address:  |                |                 | City, State, Zip: |  |
| Type of Insurance:  | Policy Number: | Effective Date: | Expiration Date:  | Limits of Liability:   |
| Comprehensive General Liability Insurance<br>Bodily Injury<br>Property Damage<br>OR<br>Commercial General Liability Insurance |                |                 |                   | Not Less Than:<br>\$ 500,000 each occurrence<br>\$ 100,000 each occurrence<br>\$ 100,000 for aggregate<br>OR<br>\$ 600,000 combined single limit |

**Comprehensive Automobile Liability Insurance:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

|  |                |                 |                   |  |
|--|----------------|-----------------|-------------------|--|
| Carrier Name: <u>Self Insured</u>  |                |                 | Carrier Phone #:  |  |
| Address:   |                |                 | City, State, Zip: |  |
| Type of Insurance:   | Policy Number: | Effective Date: | Expiration Date:  | Limits of Liability:   |
| Comprehensive Automobile Liability Insurance OR Texas Business Automobile Policy<br>Bodily Injury<br>Property Damage |                |                 |                   | Not Less Than:<br>\$ 250,000 each person<br>\$ 500,000 each occurrence<br>\$ 100,000 each occurrence |

**Umbrella Policy (if applicable):**

|                    |                |                 |                   |                      |
|--------------------|----------------|-----------------|-------------------|----------------------|
| Carrier Name:      |                |                 | Carrier Phone #:  |                      |
| Address:           |                |                 | City, State, Zip: |                      |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date:  | Limits of Liability: |
| Umbrella Policy    |                |                 |                   |                      |

**Authorized Agent name, address and zip code:**

Marsh USA, Inc., 1717 Main Street, Dallas Texas 75201

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 555.021 and 553.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Area Code (214) 303-8581

Authorized Agent's Phone Number

Cindy Murwater  
Authorized Agent Original Signature

05/25/05  
Date

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## Texas Department of Transportation

### NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required, if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross out the pre-printed limit.

**To avoid work suspension**, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The **SIGNATURE** of the agent is required. Stamped/typed/printed signatures are not acceptable.

### CERTIFICATE OF INSURANCE REQUIREMENTS:

#### WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE or COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

|                 |                           |
|-----------------|---------------------------|
| Bodily Injury   | \$500,000 each occurrence |
| Property Damage | \$100,000 each occurrence |
|                 | \$100,000 for aggregates  |

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE or TEXAS BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Texas Business Automobile Policy or Comprehensive Automobile Liability may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

#### MAIL ALL CERTIFICATES TO:

Texas Department of Transportation  
Office of General Counsel - Contract Services Section  
125 E. 11th St.  
Austin, TX 78701-2483  
(512) 936-1970  
Fax # (512) 936-1971

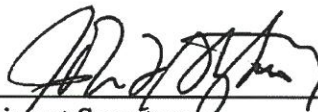
# TXU MINING COMPANY LP

Energy Plaza 1601 Bryan Street Dallas, Texas 75201-3411

## CERTIFICATE OF AUTHORITY

The undersigned, John F. Stephens, Jr., Assistant Secretary of TXU Mining Management Company LLC, (the "Company"), a Delaware limited liability company and General Partner of TXU Mining Company LP, a Texas limited partnership (the "Partnership"), hereby certifies that Gerry L. Pearson holds the position of Director of Mining Operations, and as such is authorized to sign on behalf of or otherwise act on behalf of the Partnership.

WITNESS my hand and the seal of TXU Mining Management Company LLC the 8<sup>th</sup> day of July, 2004

  
\_\_\_\_\_  
Assistant Secretary  
TXU Mining Management Company LLC,  
General Partner of TXU Mining Company LP

(CORPORATE SEAL)



## ORDER

THE STATE OF TEXAS X

COUNTY OF HOPKINS X

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on September 26<sup>th</sup>, 2005, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the presentation and request of TXU Mining Company LP, ("TXU"), to approve the construction of Monticello-Thermo Mine FM 1870 Bridge Project, more particularly described as follows:

(1) LOCATION

The FM 1870 Bridge Project is located in Hopkins County, Texas. The Project lies between the Thermo community and State Highway 11 (see Project Location Map attached hereto as Exhibit "A"). The project begins Approximately .4 mile north from the intersection of State Highway 11 And FM 1870. The .64 mile of new highway, i.e. temporary detours and Bridge, will be relocated approximately 150 feet to the west of existing FM 1870 alignment.

(2) PROJECT DESCRIPTION

The design will consist of approach embankments and a bridge over a mine haul road within a temporary detour. The clearance between the top of the haul rod and the bottom of the bridge girder will be approximately 25 feet. The temporary relocation will be built on the west side of the existing alignment and will extend onto TXU Mining Company LP (TXU) property. TXU is working together with the Texas Department of Transportation to fulfill any state requirements and regulations.

After consideration of the said request presentation of TXU, upon motion duly made by Commissioner Burke Bullock and seconded by Commissioner Don Patterson the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:



That the Fm 1870 Bridge Project is hereby accepted and approved:

(1) LOCATION

The FM 1870 Bridge Project is located in Hopkins County, Texas. The project lies between the Thermo community and State Highway 11 (see Project Location Map attached hereto as Exhibit "A"). The project begins approximately .4 mile north from the intersection of State Highway 11 and FM 1870. The .64 mile of new highway i.e. temporary detours and bridge, will be relocated approximately 150 feet to the west of existing FM 1870 alignment.

(2) PROJECT DESCRIPTION

The design of the Project will consist of approach embankments and a bridge over a mine haul road within a temporary detour. The clearance between the top of the haul road and the bottom of the bridge girder will be approximately 25 feet. The temporary relocation will be built on the west side of the existing alignment and will extend onto TXLU Mining Company LP (TXU) property.

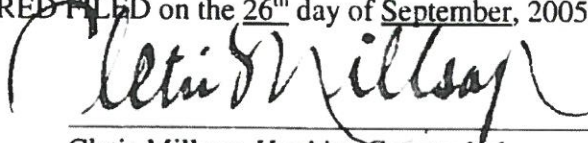
(3) PERSONS AFFECTED

The Court further finds that TXU is the owner of all tracts involved in the construction of the FM 1870 Bridge Project and that no persons shall be without access to their property upon completion of said project.

- (4) IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT  
That the interests of the public and affected landowners have been protected by the plans presented to the Commissioners' Court for the construction of the FM 1870 Bridge Project.


Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 26<sup>th</sup> day of September, 2005.

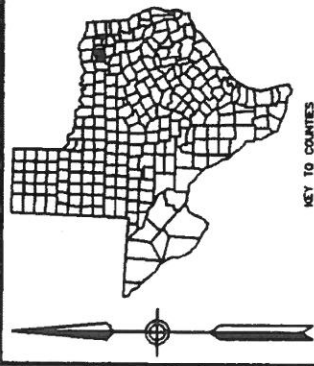
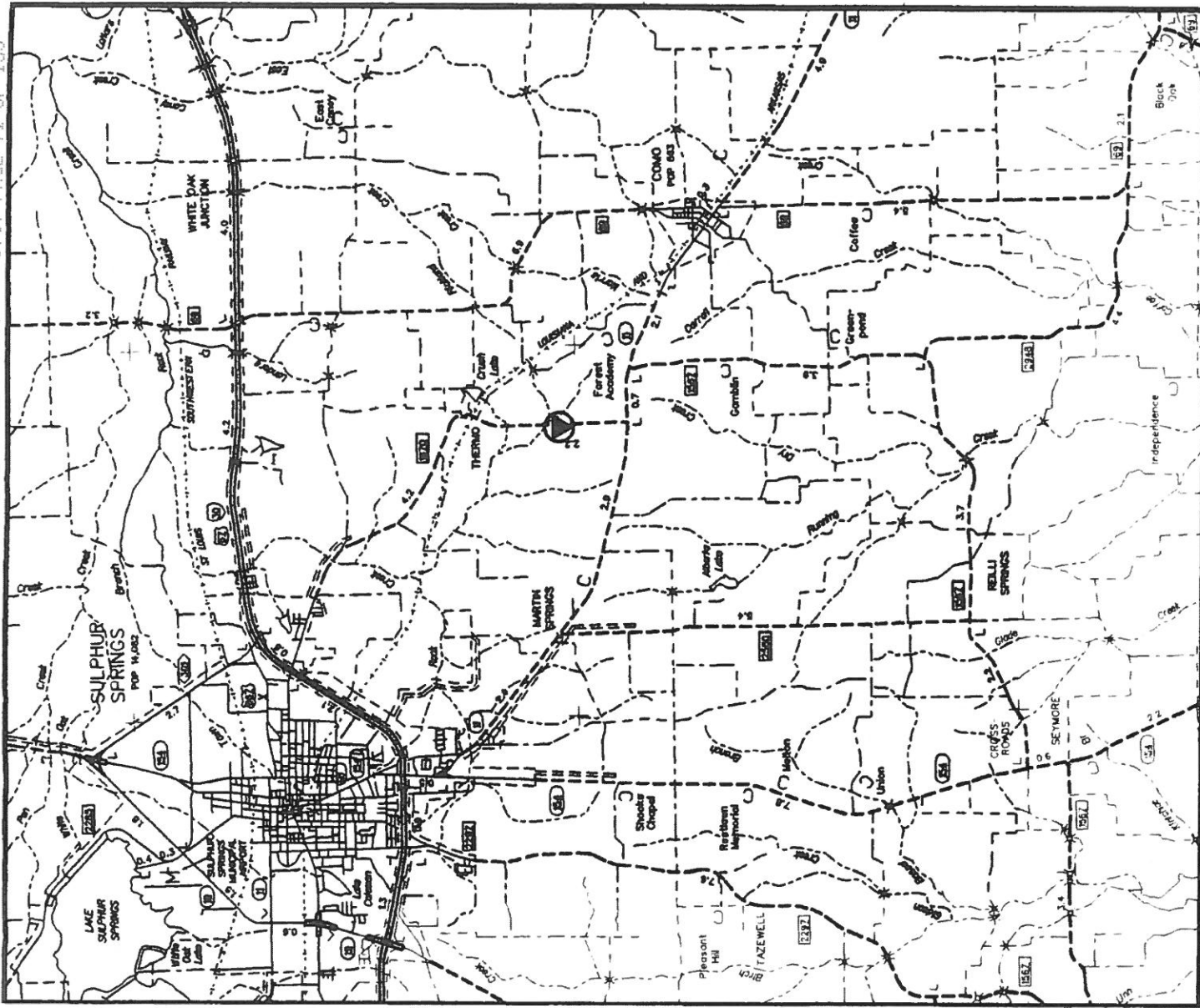
SIGNED, ENTERED and ORDERED FILED on the 26<sup>th</sup> day of September, 2005.



Cletis Millsap, Hopkins County Judge

ATTEST:

  
Debbie Shirley, Hopkins County Clerk



KEY TO COUNTIES



PROJECT LOCATION

**FM 1870 RELOCATION  
LOCATION MAP**  
SCALE: 1" = Approx. 2 Mi.

**ORDER**

THE STATE OF TEXAS     \*  
COUNTY OF HOPKINS     \*

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Special Session on January 14, 2000, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of TXU-Mining to close, abandon and vacate a county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) TXU-Mining requests the closure, abandonment and relocation of a portion of County Road 2309, beginning at a point along said road, approximately 1.0 mile south of the intersection of said road and FM Highway 1870, with said beginning point being further described as an interior point in a tract of land conveyed from Daniel W. Edge to L. D. Cross, Trustee, acting as agent in and for Texas Utilities, and being recorded in Vol. 362, Page 288 of the Real Property Records of Hopkins County, Texas. Thence, from said beginning point, and along said proposed closure section, traveling in a south then westerly direction for a distance of approximately 2.0 miles to the terminus point of the proposed road closure, with said terminus point being a southwest corner of a tract of land conveyed to First Security Bank, N.A., acting as agent in and for Texas Utilities, by Joe A. Worsham and Bobbie Miller Worsham, recorded in Vol. 312, Page 38, of the Real Property Records of Hopkins County, Texas, with said terminus point being approximately 0.2 miles east of the intersection of Hopkins County Road 2309 and State Highway 11. Said proposed road closure being marked as CR 2309 on the map attached hereto as Attachment 1.
- (2) TXU-Mining proposes that in 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2. Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11.

After consideration of said request and hearing remarks from TXU-Mining and interested citizens from within the county, upon motion duly made by Commissioner Halcomb and seconded by Commissioner Wisenbaker, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:





**IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:**

That the following described county road located in Hopkins County, Texas, shall be closed, abandoned and vacated:

- (a) County Road 2309, beginning at a point along said road, approximately 1.0 mile south of the intersection of said road and FM Highway 1870, with said beginning point being further described as an interior point in a tract of land conveyed from Daniel W. Edge to L. D. Cross, Trustee, acting as agent in and for Texas Utilities, and being recorded in Vol. 362, Page 288 of the Real Property Records of Hopkins County, Texas. Thence, from said beginning point, and along said proposed closure section, traveling in a south then westerly direction for a distance of approximately 2.0 miles to the terminus point of the proposed road closure, with said terminus point being a southwest corner of a tract of land conveyed to First Security Bank, N.A., acting as agent in and for Texas Utilities, by Joe A. Worsham and Bobbie Miller Worsham, recorded in Vol. 312, Page 38, of the Real Property Records of Hopkins County, Texas, with said terminus point being approximately 0.2 miles east of the intersection of Hopkins County Road 2309 and State Highway 11. Said proposed road closure being marked as CR 2309 on the map attached hereto as Attachment 1.
- (b) In 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2. Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11. In addition, TXU-Mining shall resurface that portion of County Road 2309 which is not relocated pursuant to the terms of this Order.
- (c) **In lieu of reconstructing the county road segment as it existed prior to mining and described in paragraph (b) above, the Commissioners' Court of Hopkins County, Texas, may, at its option, select a route for a roadway, with the approval of TXU-Mining, which connects County Road 2307 with the northern portion of County Road 2309 which remains open. The cost of the proposed roadway connecting County Road 2309 and County Road 2307 to be paid for by TXU-Mining shall not exceed the cost of reconstructing that portion of County Road 2309 described in paragraph (b) above. In the event the cost of such road built under this paragraph (c) should be less than the amount required under paragraph (b), then TXU-Mining shall pay the difference to Hopkins County. TXU-Mining shall agree to resurface the portion of County Road 2309 which lies North of the portion closed under paragraph (a).**
- (d) **In lieu of reconstructing the county road segment as it existed prior to mining and described in paragraph (b) above, the Commissioners' Court of Hopkins County, Texas, may, at its option, apply the funds, of which TXU-Mining would be**



responsible for reconstructing that portion of County Road 2309, for the benefit of a proposed roadway connecting County Road 2307 on the south and Interstate Highway 30 on the north. This proposed roadway has not been finally determined as to its course or in any way approved by any governmental authorities. In the event the Commissioners' Court of Hopkins County, at any time prior to the cessation of mining and reclamation, has not chosen either of the alternatives outlined in paragraphs (b) or (c), the said funds necessary to relocate County Road 2309 may be used by the Court for the purposes of this proposed roadway. If TXU-Mining should own any property along the route of this proposed roadway, it will cooperate and use its best efforts to provide right-of-way for the completion of said road, taking into account its effect on any future proposed mining area and its ownership of any property lying on such right-of-way of the proposed roadway.

- (e) The selection of any alternative under paragraph (b), (c), (d) shall relieve TXU-Mining from any obligation under the remaining paragraphs, except its commitment under paragraph (d) to assist in providing right-of-way for the proposed roadway.

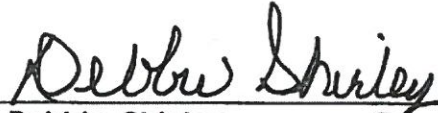
**IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT** that the interests of the public and affected landowners have been protected.

Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 14th day of January, 2000.

SIGNED, ENTERED and ORDERED FILED on this the 14th day of January, 2000.

  
Cletis Millsap, County Judge

ATTEST:

  
Debbie Shirley, County Clerk





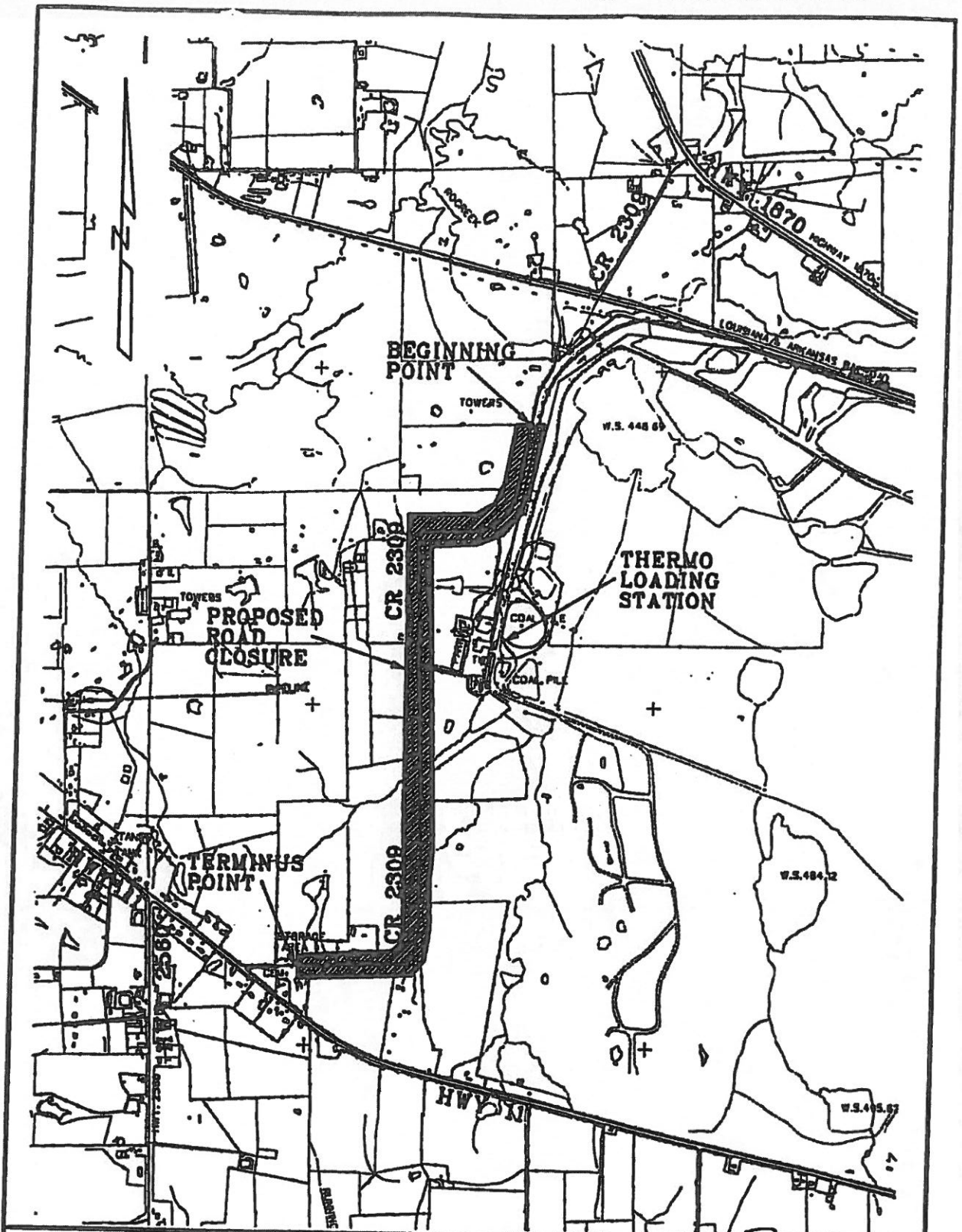
**CLERK'S CERTIFICATE**

**THE STATE OF TEXAS        I**  
**COUNTY OF HOPKINS        I**

**I, DEBBIE SHIRLEY, County Clerk and Clerk of the Commissioners' Court of Hopkins County, Texas, do hereby certify that the above is a true and correct excerpt as taken from the minutes of the Commissioners' Court sitting in session on the 14th day of January, 2000 and recorded in the Minutes of the office of the County Clerk of Hopkins County, Texas.**

  
**COUNTY CLERK, HOPKINS COUNTY**

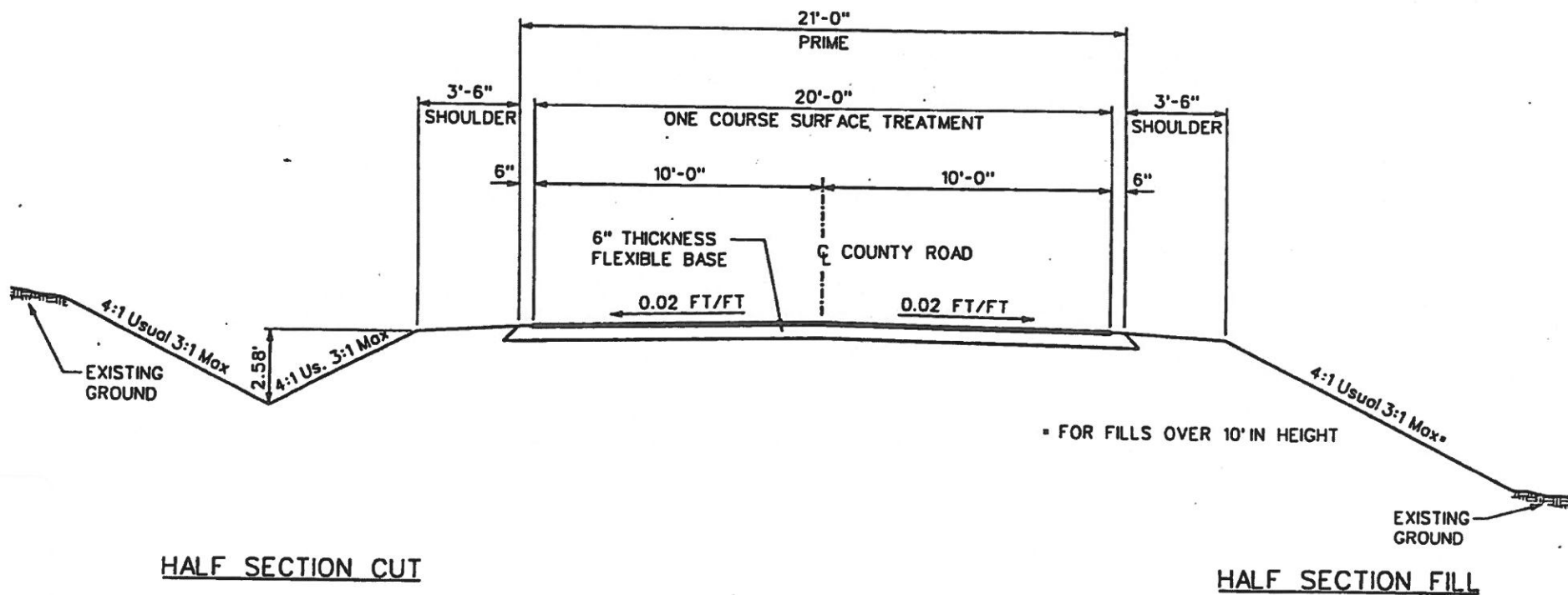




## Attachment 1

**Proposed Road Closure  
Hopkins County Road 2309  
TXU-Mining Company  
Sulphur Spri**

APPENDIX 2



TYPICAL SECTION  
NOT TO SCALE

|                             |           |       |                |
|-----------------------------|-----------|-------|----------------|
| MONTICELLO THERMO           |           |       |                |
| SULPHUR SPRINGS, TEXAS      |           |       |                |
| TYPICAL COUNTY ROAD SECTION |           |       |                |
| TXU MINING                  |           |       |                |
| DR. BY:                     | APPROVAL: | DATE: | LOWE NO. DATE: |

STATE OF TEXAS \*

COUNTY OF HOPKINS \*

**AGREEMENT**

FILED FOR RECORD  
HOPKINS COUNTY, TEXAS  
00 AUG 30 AM 11:22  
DEBBIE SHIRLEY  
COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY

WHEREAS, the Commissioners' Court of Hopkins County ("the Court") meeting in a Special Session on January 14, 2000, considered and approved the request of TXU-Mining to close a portion of County Road 2309, which was described in the Order issued on the same date by the Court ("the Order"); and

WHEREAS, contained in the Order issued by the Court were three (3) options regarding the reconstruction of a roadway by TXU-Mining; and

WHEREAS, the Court and TXU-Mining have agreed upon the selection of an option for the reconstruction of a roadway as outlined in the Order issued by the Court;

NOW, THEREFORE, the parties agree as follows:

(1) The Commissioners' Court of Hopkins County, Texas, has selected the option for reconstruction of a roadway outlined in that Order of the Court dated January 14, 2000, and said option being described as follows:

In 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2 (as shown in the Court's Order). Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11. In addition, TXU-Mining shall resurface that portion of County Road 2309 which is not relocated pursuant to the terms of the Order.

(2) That upon the selection of this option by the Court, TXU-Mining shall have no responsibility with regard to either of the other two (2) options contained in the Court's order dated



January 14, 2000. The parties agree that upon the construction of the new county road as described above in Section 1 and acceptance by the Court, TXU-Mining shall have complied with the requirements of the Court's order dated January 14, 2000.

(3) This Agreement shall be considered effective upon the approval by the Commissioners' Court of Hopkins County, Texas.

This Agreement entered into the 28th day of August, 2000.



Cletis Millsap, County Judge  
Hopkins County, Texas

TXU-Mining



By: \_\_\_\_\_  
Title: Mine Manager - Monticello

**ORDER**

7:57 SEP 21 PM 2:22

THE STATE OF TEXAS \*  
COUNTY OF HOPKINS \*

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on September 10, 2007, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of TXU Mining Company LP ("TXU") to close, abandon and relocate a portion of a certain county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2307 and beginning at a point along said road, approximately 0.42 miles north of the intersection of said road and State Highway 11. Thence, from said beginning point, and along said proposed closure section, traveling in a north then westerly direction for a distance of approximately 1.28 miles to the terminus point of the proposed road closure. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2307, TXU shall, at its expense, construct an access road to provide access to a property owned by the City of Sulphur Springs, Texas, said road beginning at a point on County Road No. 2309 at the point where such road becomes a public road pursuant to that Order of this Court dated January 14, 2000, and continuing westward to said property, as shown on Attachment 1.
- (3) TXU proposes that in 2013 or within two (2) years after all mining and reclamation has been completed in the proposed closure section, whichever is later, TXU will construct two (2) new county road segments identified on Attachment 1 as Proposed County Road No. 1 and Proposed County Road No. 2, with the typical section as shown on Attachment 2.

After consideration of said request and hearing remarks from TXU and interested citizens from within the county, upon motion duly made by Commissioner Burke Bullock and seconded by Commissioner Don Patterson, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

**IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:**

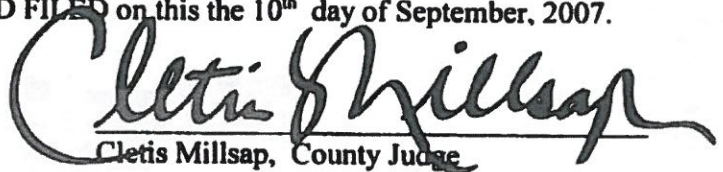
That the following described portion of Hopkins County Road No. 2307 shall be closed, abandoned and relocated as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2307 and beginning at a point along said road, approximately 0.42 miles north of the intersection of said road and State Highway 11. Thence, from said beginning point, and along said proposed closure section, traveling in a north then westerly direction for a distance of approximately 1.28 miles to the terminus point of the proposed road closure. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2307, TXU shall, at its expense, construct an access road to provide access to a property owned by the City of Sulphur Springs, Texas, said road beginning at a point on County Road No. 2309 at the point where such road becomes a public road pursuant to that Order of this Court dated January 14, 2000, and continuing westward to said property, as shown on Attachment 1. Prior to completion of such access road, TXU shall, at all times, provide gates and keys to those persons or entities which shall need access to the property owned by the City of Sulphur Springs, Texas.
- (3) TXU proposes that in 2013 or within two (2) years after all mining and reclamation has been completed in the proposed closure section, whichever is later, TXU will construct two (2) new county road segments identified on Attachment 1 as Proposed County Road No. 1 and Proposed County Road No. 2, with the typical section as shown on Attachment 2.

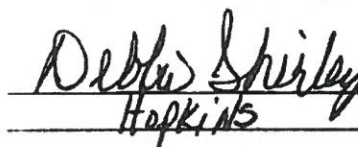
**IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT** that the interests of the public and affected landowners have been protected.

Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 10<sup>th</sup> day of September, 2007.

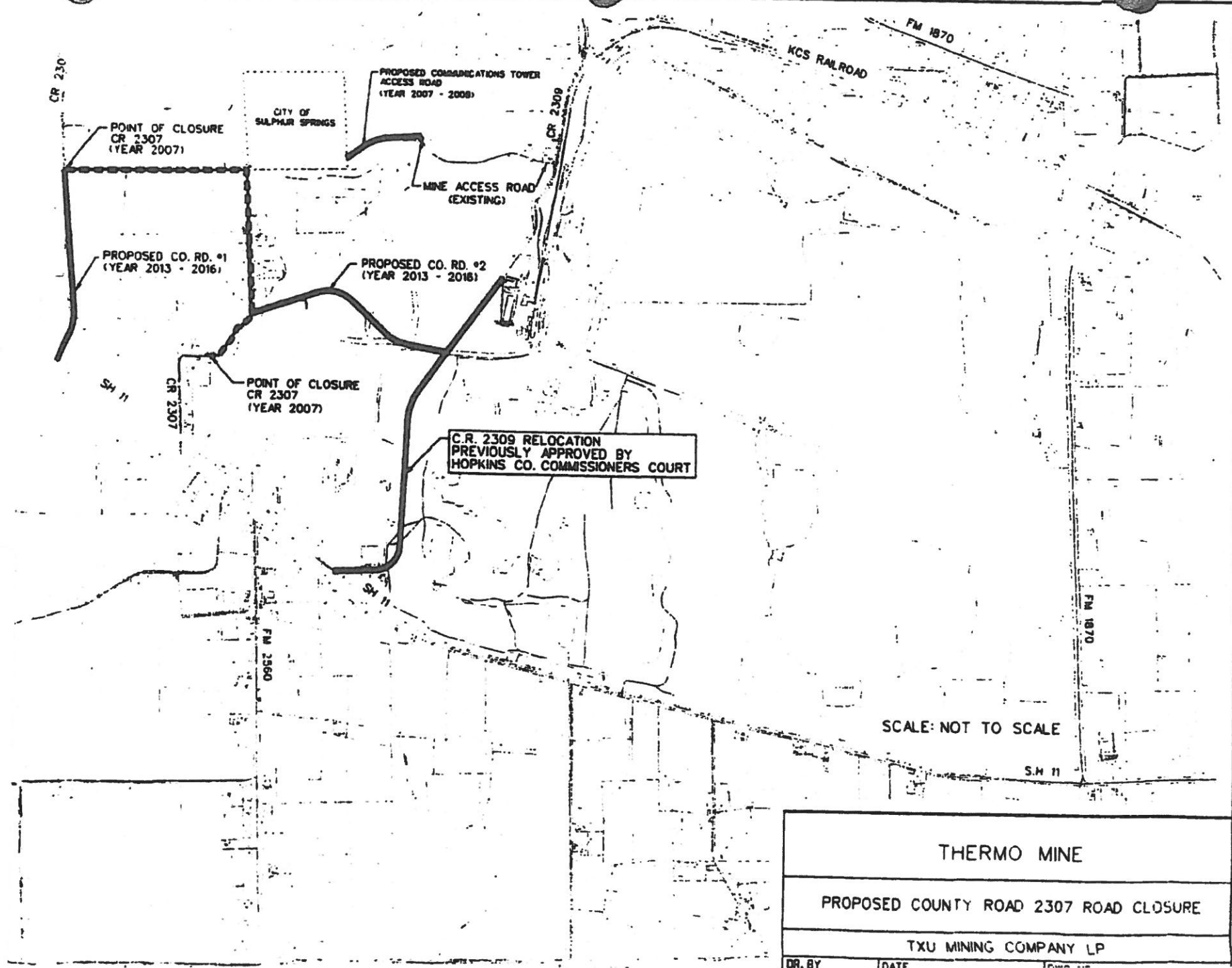
SIGNED, ENTERED and ORDERED FILED on this the 10<sup>th</sup> day of September, 2007.

  
Cletis Millsap, County Judge

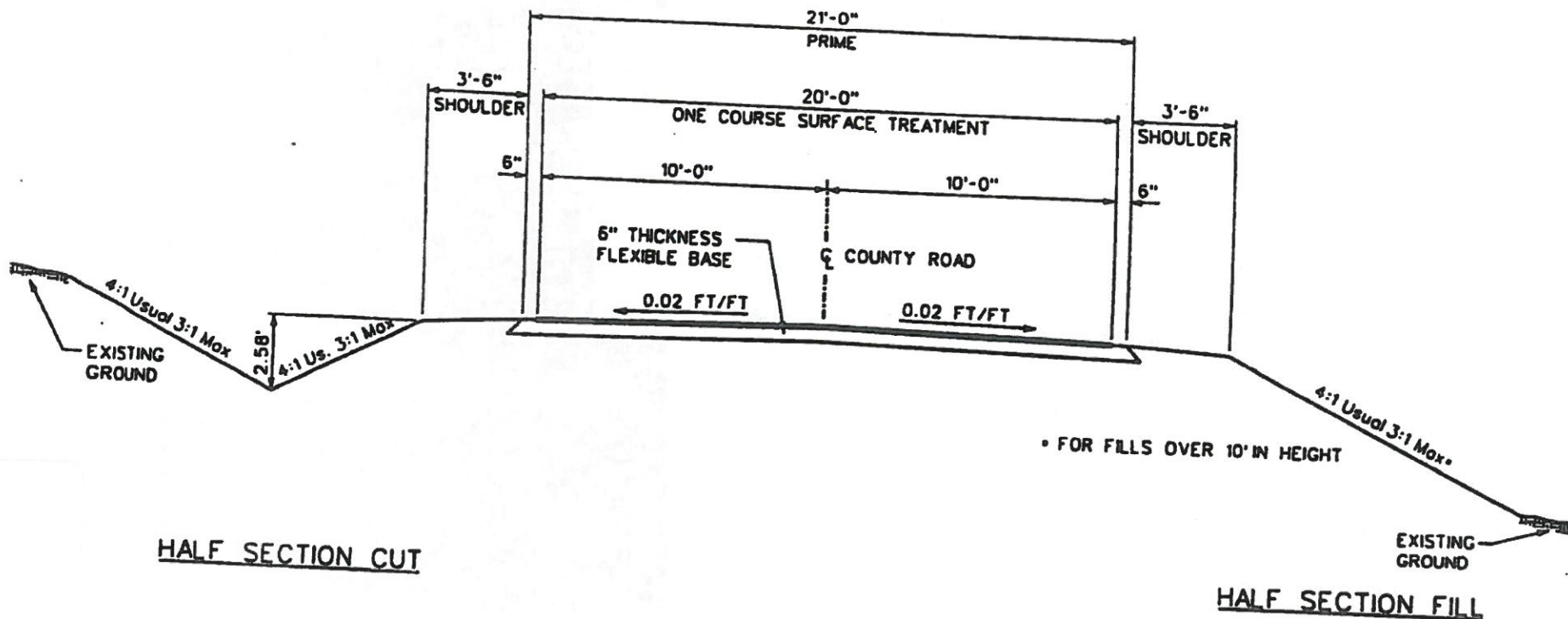
ATTEST:

  
Debbie Shirley  
Hopkins, County Clerk





|  |      |      |
|--|------|------|
| THERMO MINE                            |      |      |
| PROPOSED COUNTY ROAD 2307 ROAD CLOSURE |      |      |
| TXU MINING COMPANY LP                  |      |      |
| DR. BY                                 | DATE | TIME |



HALF SECTION CUT

TYPICAL SECTION  
NOT TO SCALE

HALF SECTION FILL

|                             |
|-----------------------------|
| MONTICELLO THERMO           |
| SULPHUR SPRINGS, TEXAS      |
| TYPICAL COUNTY ROAD SECTION |
| TXU MINING                  |

NOTICE OF REQUEST TO  
CLOSE, ABANDON AND RELOCATE  
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS

Notice is hereby given that TXU Mining Company LP has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2307. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 10<sup>th</sup> day of September, 2007, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 18<sup>th</sup> day of July, 2007.

TXU Mining Company LP

By: Kerry Wootten  
Kerry Wootten, Attorney

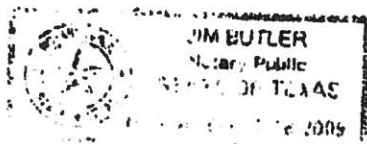
RUSSELL & WOOTTEN, P.C.  
P. O. Box 1135  
Mt. Pleasant, Texas 75456-1135  
Phone: (903) 572-3653  
FAX: (903) 572-7442

STATE OF TEXAS \*  
COUNTY OF HOPKINS \*

BEFORE ME, the undersigned authority, on this day personally appeared Scott Keys, Publisher of the Sulphur Springs News Telegram, a newspaper of general circulation in Hopkins County, Texas, who, being by me duly sworn upon oath, says that the foregoing notice was published in said newspaper, bearing the date of August 12, 2007.

Scott Keys, Publisher

SUBSCRIBED AND SWORN TO BEFORE ME on the 13 day of August, 2007, to certify which witness my hand and official seal.



Jim Butler  
NOTARY PUBLIC, STATE OF TEXAS



VUL

PAGE

NOTICE OF REGULAR MEETING

013

132

TIME: 10:00 A.M.  
DATE: Monday, July 26<sup>th</sup>, 2010  
PLACE: In The Commissioners' Courtroom On The First Floor Of The Hopkins County Courthouse Located At 118 Church St., Sulphur Springs, TX.

FILED FOR RECORD  
HOPKINS COUNTY, TEXAS

2010 JUL 23 A 9:02

DEBBIE SHIRLEY  
COUNTY CLERK

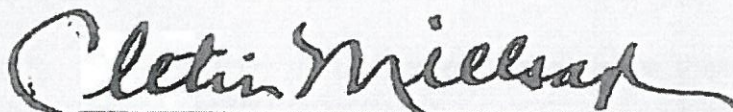
- I. Invocation  
II. Pledge Of Allegiance To The Flag

- A. AMERICAN FLAG:  
B. TEXAS FLAG: "Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One DEBITY Indivisible."

The Following Items Will Be Considered By Commissioners' Court For Discussion And/Or Action:  
The Court May Go Into Executive Session To Discuss Legal Matters.

ORDER OF BUSINESS


- 1) The Court To Declare A Quorum
- 2) Consent Agenda.
  - i) Approve Previous Meeting Minutes.
    - a) Regular – 7-12-10
  - ii) Approval Of Utility Easements, Burial Of Telephone Cables And Construction Of Water Distribution Facilities.
    - a) The Court To Consider Approving A Request From North Hopkins Water Supply Corporation To Install A 1" Water Main Across County Road 3304 Located In Precinct 3.
- 3) The Court To Consider Citizen Comments.
- 4) Other County Business.
  - i) The Court To Consider Approving A Tax Abatement Policy.
  - ii) The Court To And Possibly Approve The Closure, Abandonment And Relocation Of A Section Of County Road No. 2309 And To Consider And Possibly Approve The Construction And Acceptance Of A Relocation Of County Road 2309.
  - iii) The Court To Discuss/And May Take Action On Amending The July 1, 2010 Hopkins County Filing Freeze.
  - iv) The Court To Review Monthly Reports For Offices.
- 5) The Court To Consider Budget Amendments And Line Item Transfers.
- 6) The Court Will Consider And Act On Payment Of Bills, Revenues And Expenses And Financial Statements.
- 7) The Court To Consider Contracts.
- 8) The Court Will Consider And Act On Personnel Matters.
- 9) The Court To Consider Disposal Of Asset Request.
- 10) The Court To Approve Resolutions And Proclamations.
- 11) The Court To Adjourn.

  
CLETIS MILLSAP, COUNTY JUDGE  
HOPKINS COUNTY, TEXAS

STATE OF TEXAS X  
COUNTY OF HOPKINS X

I, Debbie Shirley, County Clerk of Hopkins County, Texas, do hereby certify that the above and foregoing notice was filed in my office this the 23<sup>rd</sup> day of July, 2010 at 10:00 A.M.

Given under my hand and seal this the 23<sup>rd</sup> day of July, 2010 at 10:00 A.M.

  
DEBBIE SHIRLEY, COUNTY CLERK  
HOPKINS COUNTY, TEXAS

200/1001001  
HOPKINS CO. JDC, MILLSAP, JUDGE County Clerk

VOL 013 PAGE 133

STATE OF TEXAS §  
COUNTY OF HOPKINS §

**BE IT REMEMBERED** on the 26<sup>th</sup> day of July 2010, there was conducted a **REGULAR** Public Meeting of the Honorable Commissioners' Court of Hopkins County, Texas, on the 1<sup>st</sup> Floor, Commissioners' Courtroom, in the Courthouse, 118 Church Street, City of Sulphur Springs, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

**THE COURT MET AT:**

**10:00 A.M.**

**PRESENT:**

**CLETIS MILLSAP**  
COUNTY JUDGE

**BETH WISENBAKER**  
COMMISSIONER, PRECINCT NO. 1

**BURKE BULLOCK**  
COMMISSIONER, PRECINCT NO. 2

**DON PATTERSON**  
COMMISSIONER, PRECINCT NO. 3

**DANNY EVANS**  
COMMISSIONER, PRECINCT NO. 4

**CHERE GODBOLT** Deputy  
COUNTY CLERK

**ABSENT:**

---

The meeting was called to order by Judge Cletis Millsap. Judge Millsap offered an invocation and asked the court and audience to join him in reciting the Pledge of Allegiance to The American Flag & Texas Flag.

The Court considered the following matters as posted and filed for Record in the Office of the County Clerk on July 23, 2010 at 9:02 a.m. Judge Millsap Declared A Quorum.



VOL

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013

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For The Record Commissioner Evans Came In At 10:15 a.m.

**CONSENT AGENDA:**

Upon motion by Commissioner Patterson, seconded by Commissioner Wisenbaker and carried unanimously, To Approve The Following Consent Agenda:

**THE MINUTES FROM PREVIOUS MEETINGS**

The Minutes of The **Regular** Meeting Held July 12, 2010, Commissioners' Courtroom Located At 118 Church St., Sulphur Springs, TX.

**APPROVAL OF UTILITY EASEMENTS, BURIAL OF TELEPHONE CABLES AND CONSTRUCTION OF WATER DISTRIBUTION FACILITIES**

A Request From North Hopkins Water Supply Corporation To Install A 1" Water Main Across County Road 3504 Located In Precinct 3. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.1)

---

**CITIZENS COMMENTS**

**NO ACTION TAKEN**

---

**OTHER COUNTY BUSINESS****TAX ABATEMENT POLICY**

Upon motion by Commissioner Bullock, seconded by Commissioner Patterson and carried unanimously, To Approve A Tax Abatement Policy. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.2)

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**APPROVE THE CLOSURE, ABANDONMENT AND RELOCATION OF A SECTION OF COUNTY ROAD NO. 2309 AND TO CONSIDER AND POSSIBLY APPROVE THE CONSTRUCTION AND ACCEPTANCE OF A RELOCATION OF COUNTY ROAD 2309**

Upon motion by Commissioner Bullock, seconded by Commissioner Wisenbaker and carried unanimously, To Approve The Closure, Abandonment And Relocation Of A Section Of County Road No. 2309 And To Approve The Construction And Acceptance Of A Relocation Of County Road 2309. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.3)



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**ORDER**

THE STATE OF TEXAS     \*  
COUNTY OF HOPKINS     \*

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on July 26, 2010, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of Luminant Mining Company LLC to close, abandon and relocate a portion of a certain county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2309 and beginning at its intersection with Farm Road 1870 and proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

After consideration of said request and hearing remarks from Luminant and interested citizens from within the county, upon motion duly made by Commissioner Pullock and seconded by Commissioner Wren Baker, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

**IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:**

That the following described portion of Hopkins County Road No. 2309 shall be closed, abandoned and relocated as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2309 and beginning at its intersection with Farm Road 1870 and proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this

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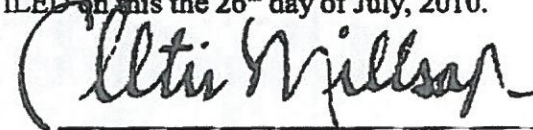
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road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

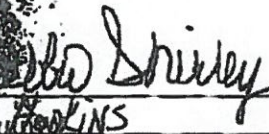
**IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT** that the interests of the public and affected landowners have been protected.

Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 26<sup>th</sup> day of July, 2010.

SIGNED, ENTERED and ORDERED FILED on this the 26<sup>th</sup> day of July, 2010.



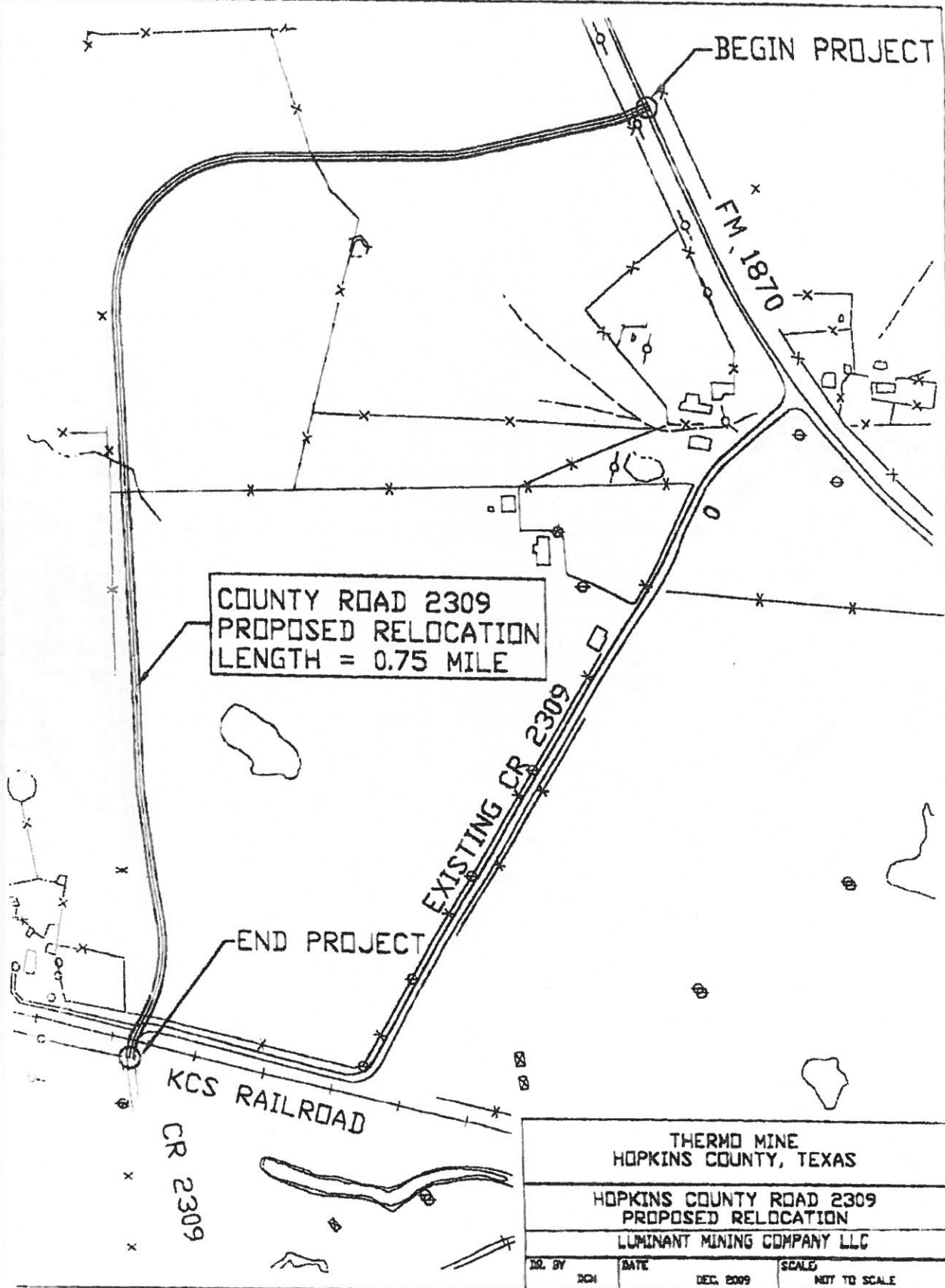
Cletis Millsap, County Judge



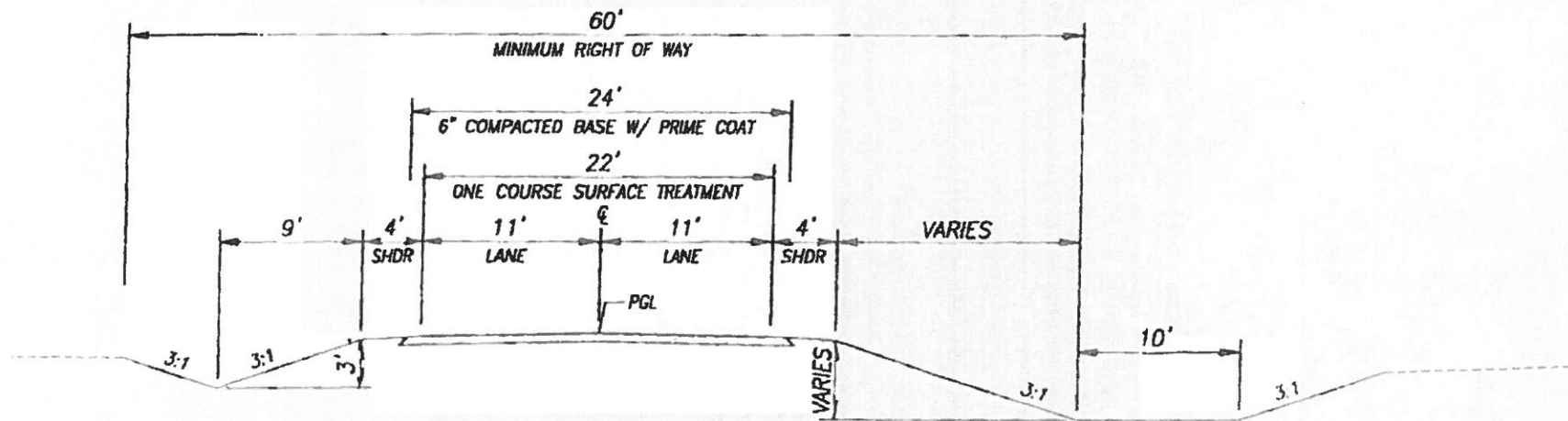
, County Clerk



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CR 2309 - TYPICAL SECTION  
N. T. S.

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**NOTICE OF REQUEST TO  
CLOSE, ABANDON AND RELOCATE  
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS**

Notice is hereby given that Luminant Mining Company LLC has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2309. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 26<sup>th</sup> day of July, 2010, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 29<sup>th</sup> day of June, 2010.

Luminant Mining Company LLC

By: Kerry Wootten  
Kerry Wootten, Attorney

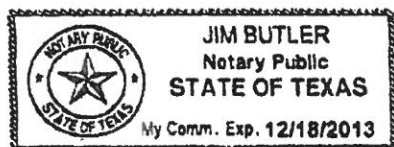
RUSSELL & WOOTTEN, P.C.  
P. O. Box 1135  
Mt. Pleasant, Texas 75456-1135  
Phone: (903) 572-3653  
FAX: (903) 572-7442

STATE OF TEXAS \*  
COUNTY OF HOPKINS \*

BEFORE ME, the undersigned authority, on this day personally appeared Scott Keys, Publisher of the Sulphur Springs News Telegram, a newspaper of general circulation in Hopkins County, Texas, who, being by me duly sworn upon oath, says that the foregoing notice was published in said newspaper, bearing the date of July 4, 2010.

Scott Keys, Publisher

SUBSCRIBED AND SWORN TO BEFORE ME on the 12 day of July, 2010, to certify which witness my hand and official seal.



Jim Butler  
NOTARY PUBLIC, STATE OF TEXAS

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NOTICE OF REQUEST TO  
CLOSE, ABANDON AND RELOCATE  
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS

Notice is hereby given that Luminant Mining Company LLC has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2309. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 26<sup>th</sup> day of July, 2010, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 29<sup>th</sup> day of June, 2010.

Luminant Mining Company LLC

By: Kerry Wooten

Kerry Wooten, Attorney

RUSSELL & WOOTTEN, P.C.

P. O. Box 1135

Mt. Pleasant, Texas 75456-1135

Phone: (903) 572-3653

FAX: (903) 572-7442

CERTIFICATE

I hereby certify that two (2) true and correct copies of the above and foregoing Notice were posted in the vicinity of County Road No. 2309 in Hopkins County, Texas, which is sought to be closed, abandoned and relocated, as set forth in the Request which is on file in the Office of the County Clerk of Hopkins County, Texas, on this the 1st day of July, 2010.

Darryl Blum



RUSSELL & WOOTTEN, P.C.

ATTORNEYS AT LAW  
P.O. BOX 1135  
204 W. SEVENTH STREET  
MT. PLEASANT, TEXAS 75456-1135

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KERRY WOOTTEN

June 29, 2010

TELEPHONE  
(903) 572-3853  
FAX  
(903) 572-7442

The Hon. Cletis Millsap  
County Judge of Hopkins County  
118 Church Street  
Sulphur Springs, TX 75482


RE: Request by Luminant Mining Company, LLC

Dear Judge Millsap:

On behalf of my client, Luminant Mining Company LLC, I am requesting that the attached matter pertaining to the request by Luminant to close, abandon and relocate a county road be placed on the agenda for the meeting of the Commissioners' Court to be held on July 26, 2010. I believe the information contained in the request is self-explanatory, but, in the event you should have any questions, please feel free to contact me.

I appreciate your assistance in this matter.

Very truly yours,

  
Kerry Wootten

KW/jmc

cc Doug Blevins  
Luminant Mining Company, LLC

## RUSSELL &amp; WOOTTEN, P.C.

ATTORNEYS AT LAW

P.O. BOX 1135

204 W. SEVENTH STREET

MT. PLEASANT, TEXAS 75456-1135

013

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KERRY WOOTTEN

TELEPHONE

(803) 572-3652

FAX

(903) 572-7442

June 29, 2010

TO: County Judge and Commissioners' Court of Hopkins County, Texas

RE: Request to close, abandon and relocate a county road located in Hopkins County, Texas

Gentlemen:

Luminant Mining Company, LLC ("Luminant") would show that it has coal and lignite leases in Hopkins County, Texas. In order to conduct mining operations on this property, it will be necessary to close, abandon, vacate and relocate a certain section of a public road in Hopkins County. Pursuant to authority vested in the Commissioners' Court under Texas Local Government Code, Sec. 81.028(2) and Texas Transportation Code, Sec. 251.051, Luminant respectfully requests the Commissioners' Court of Hopkins County, Texas, to allow the following:

- (1) Luminant requests the closure, abandonment and relocation of a portion of County Road No. 2309 in Hopkins County, beginning at its intersection with Farm Road 1870 proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being highlighted on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

Luminant requests that the Commissioners' Court of Hopkins County, Texas, adopt and enter an order which closes, abandons and relocates the County Road identified in Item (1) above; and (2) approves the construction of the relocation of County Road No. 2309.

In the event there are individuals living on lands in the vicinity of the roads for which closure, abandonment and relocation is being requested, no such resident or landowner will be denied access to their property.



Luminant would also show that the interests of the public and affected landowners will be protected at all times by the closing of this road.

Thank you very much for your consideration in this matter.

Respectfully submitted,

Luminant Mining Company, LLC

By: Kerry Wootten  
Kerry Wootten, Attorney

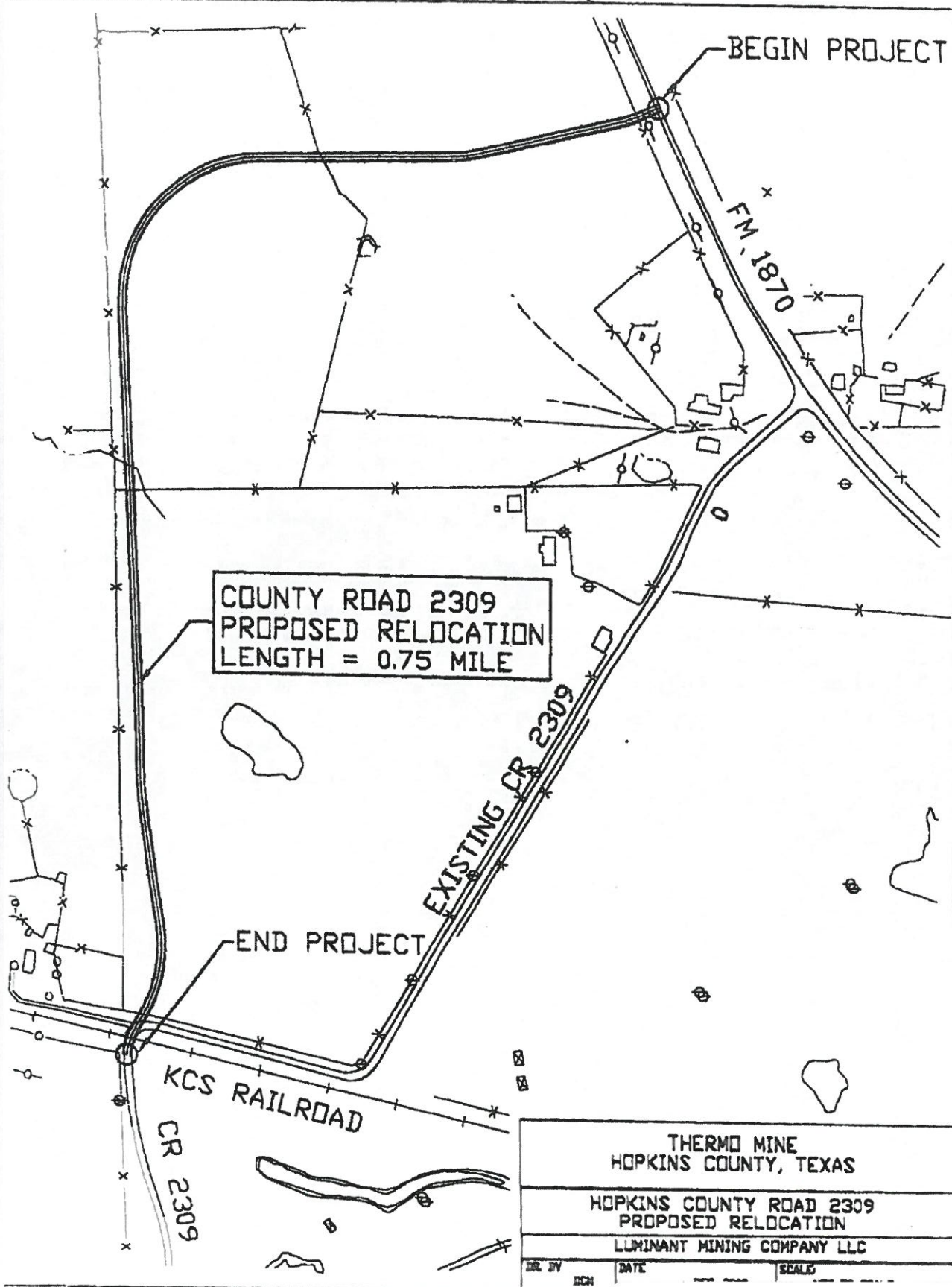
RUSSELL & WOOTTEN, P.C.  
P. O. Box 1135  
Mt. Pleasant, Texas 75456-1135  
Telephone: (903) 572-3653  
FAX: (903) 572-7442

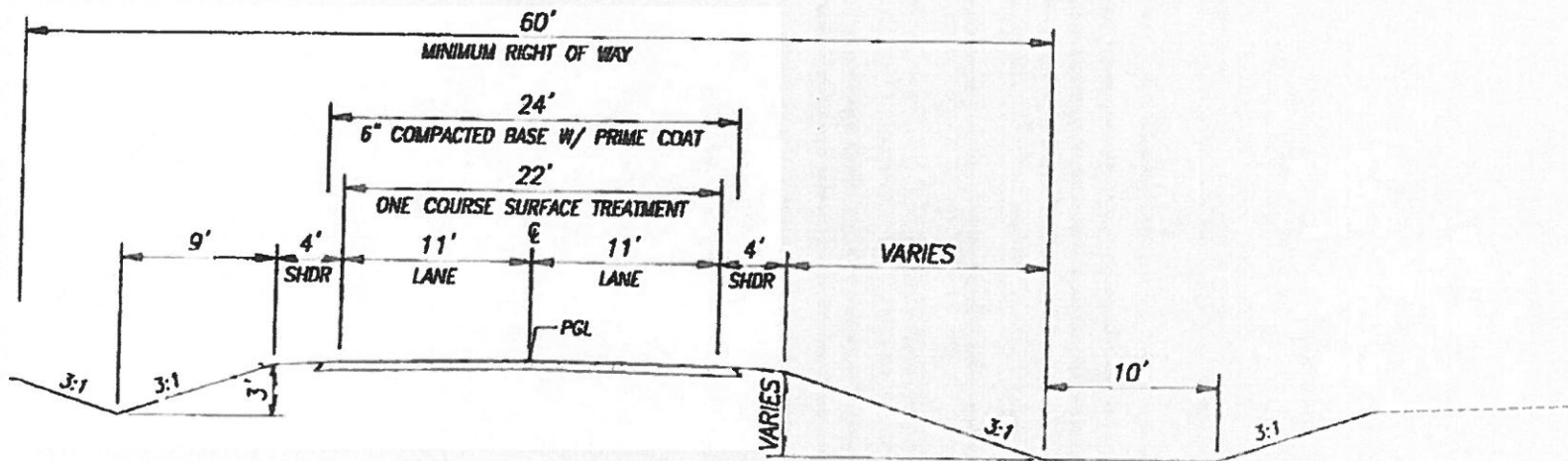
State Bar Card No. 21993600



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CR 2309 - TYPICAL SECTION  
H. T. S.

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**ACE GROUP** of Alcoholics Anonymous begins at 7 p.m. Sunday at First Presbyterian Church, College St. Call 903-243-4377 for formation.

**IN LANGUAGE** interpretation of worship services, 11 a.m. Sundays at First Baptist Church. 903-885-0646.

**MIDDLE-AGE** to senior interested in fellowship and study are invited to the Bible Sunday School Class at Baptist Church at 9:45 a.m. Class is broadcast at 9:45 a.m. on KSST radio.

**ALCOHOLICS ANONYMOUS** New Life Group meets at 468 Shannon Road, Suite 11B, located behind China House. No smoking. Call 903-348-5865 or 903-885-6184.

**Monday, July 5**  
**HOPKINS COUNTY** Beautification Program Committee meets first Monday of the month in Hopkins County Courthouse except in months in which holiday on the first Monday. Meetings in those months held on the 2nd Monday. Anyone interested in joining a member or with contribution, contact Wyvonne Smith at 903-439-4997.  
**MEETS** the first Monday

Independence Day holiday. The meeting will be moved to noon on July 12 in the Edward Jones Building, 1331 South Broadway St.

**CHRISTIAN INITIATION** Sessions are held Mondays at 6:30 p.m. at St. James Catholic Church, 297 Texas St. All are invited to "come and increase your knowledge about God and the Catholic Church." For more information, call Diane Ames at 903-648-2345.

**PRAYER ON the Square**, a community-wide praise, worship and prayer service, will be hosted each Monday at 6 p.m. on the downtown square. There will be singing and music. All are invited to join in the weekly prayer and praise fellowship. Prayers will be offered for city, county, state and federal officials, as well as the military, schools, businesses and all others. For information, contact Larry Friday Sr. at 903-243-6863.

**CANHELP WELCOMES** the donation of recycled cell phones and cell phone batteries at the CANHELP Community Resource Center, 613 Gilmer St., on Mondays and Wednesdays from 10 a.m. to 3 p.m. Donations can be made at other times if necessary. Call 903-885-9797 for more information.

**FOLLOW ME!** TUTORING/Mentoring Program at Lord's Way Church, 806 Freeman St., will be offered from 6:30 p.m. to 8 p.m. Mondays, Tuesdays

at 8 p.m. at 468 Shannon Road, Suite 11B, behind China House. Call Mickelle 903-348-5865 and Kerry 903-885-6184.

**GRATITUDE ALANON** Group meets Monday nights at 8 p.m. at the Presbyterian Church, 302 South Chestnut St., in Willsboro. Call 903-342-3011.

**HOPKINS COUNTY** Amateur Radio Club (HCARC)'S Public information net is every Monday at 7 p.m. on frequency 146.68. Everyone invited. For more information, call 903-885-8460 or visit [www.k5sst.org](http://www.k5sst.org).

**"KNITTING, CROCHETING and Tatting"** are taught every Monday at 1 p.m. by Betty Landes at the Senior Citizens Center (150 MLK Jr. Drive). Also **BOARD GAMES** are also held Mondays at noon.

**"RECOVERY: YOU Are Not Alone!"**, a Christian-based support group for addictions, depression, anger, grief, divorce, fear and other issues of life meets from 7 p.m. to 9 p.m. Mondays at Family Life Church, 1400 East Loop 301. Dinner will be served at 6:30 p.m. Contact: 903-439-2016.

**BIBLE DISCIPLE** Bible study will be held at Como Methodist Church Mondays at 7 p.m. Call 903-488-3541.

**TEEN GROUP** meets at 6 p.m. at Franklin National Bank in Willsboro, corner of Main and Broadway streets. Call 903-342-8941.

below. Plans for the above are available from TxDOT's website [www.txdot.gov](http://www.txdot.gov) and from companies at the expense of the contractor.

1314  
Construction Division, 200  
Dr. Austin, Texas 78704,  
4-6-2540.

Office(s): Paris District, District  
365 N. Main St., Paris, Texas  
Phone: 903-737-8300.

Minimum wage rates are set out in  
contracts and the rates will be  
contract. TxDOT ensures that  
not be discriminated against on  
of race, color, sex or national

#### INVITATION TO BID

of Sulphur Springs is accepting  
bids for its employee health  
benefit program. The City of  
Sulphur Springs health insurance program  
is self-funded. Proposals will be  
for a combination package of  
specific stop loss and aggregate  
coverages. The City will use its  
administrator, Blue Cross/Blue  
Shield of Texas for its plan.  
New contract year will be from  
12/1/2011. Price must stay firm  
contract period. Please bid on  
as well as 24/7 or paid basis.  
Specific stop loss coverage is set  
at alternatives of \$50,000 &  
bid. Alternative specific stop  
loss proposed will be considered.  
The City of Sulphur Springs will not consider a full  
bid. Proposal packets can be

obtained at the City of Sulphur Springs  
Municipal Building, 125 South Davis,  
Sulphur Springs, Texas. Office of the City  
Secretary. Proposals must be submitted in  
the format of the proposal sheet. Sealed  
proposals are due on or before 11:00 a.m.  
on Wednesday, July 26, 2010 at the Sulphur  
Springs Municipal Building, Office of the  
City Secretary. Please read all general  
information and specifications. The City will  
only consider direct reinsurance contracts,  
not managing general underwriters  
contracts. Stop loss carrier must at the  
time of the submitted proposal: 1) Assume  
100% of the risk of its proposal, 2)  
Guarantee a renewal, 3) Guarantee no  
lossing at renewal, unless it is in the City's  
interest to do so. To be considered,  
reinsurance firms must carry an A rating  
with A.M. Best. The City reserves the right  
to consider only those proposals which are  
responsive to terms, conditions and  
specifications of the invitation to bid.

#### NOTICE OF REQUEST TO CLOSE AND ABANDON A COUNTY ROAD IN HOPKINS COUNTY

Notice is hereby given that Luminant  
Mining Company LLC has requested the  
Commissioners' Court of Hopkins County,  
Texas, to close and abandon a segment of  
County Road No. 2308. This request will be  
heard by the Commissioners' Court of  
Hopkins County, Texas, in a regular session  
on the 28th day of July, 2010, at 10:00  
o'clock a.m., in the Commissioners' Courtroom  
located in the Hopkins County Courthouse.  
A copy of such request is on file in the Office of the County Clerk of  
Hopkins County, Texas, and may be  
inspected by any interested person. As a  
result of closing and abandoning said

segment of said county road, no person will  
be left without access to their residence or  
lands.

Notice given this 28th day of June, 2010.  
Luminant Mining Company LLC  
by: Kerry Wooten, Attorney  
RUSSELL & WOOTTEN, P.C.  
P.O. Box 1136  
Mt. Pleasant, Texas 75456-1136  
Phone: (803) 572-3663  
Fax: (803) 572-7442

#### NOTICE OF REQUEST TO CLOSE, ABANDON AND RELOCATE A COUNTY ROAD IN HOPKINS COUNTY

Notice is hereby given that Luminant  
Mining Company LLC has requested the  
Commissioners' Court of Hopkins County,  
Texas, to close, abandon and relocate a  
segment of County Road No. 2308. This  
request will be heard by the Commissioners' Court  
of Hopkins County, Texas, in a regular  
session on the 28th day of July, 2010, at  
10:00 o'clock a.m., in the Commissioners' Courtroom  
located in the Hopkins County Courthouse.  
A copy of such request is on file in the Office of the County Clerk of  
Hopkins County, Texas, and may be  
inspected by any interested person. As a  
result of closing, abandoning and relocating  
said segment of said county road, no  
person will be left without access to their  
residence or lands.

Notice given this 28th day of June, 2010.  
Luminant Mining Company LLC  
by: Kerry Wooten, Attorney  
RUSSELL & WOOTTEN, P.C.  
P.O. Box 1136  
Mt. Pleasant, Texas 75456-1136  
Phone: (803) 572-3663  
Fax: (803) 572-7442



**ORDER GRANTING REQUEST BY LUMINANT MINING COMPANY LLC  
TO TEMPORARILY CLOSE A PORTION OF HOPKINS COUNTY ROAD NO. 2309  
ALL OF WHICH IS SHOWN AND DESCRIBED ON  
EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

BE IT REMEMBERED, that the Commissioners Court of Hopkins County, Texas, met in Regular Session on the 27 day of March, 2017, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit. The following were present:

/ Robert Newsom, County Judge of Hopkins County, Texas  
/ Mickey Barker, Commissioner of Precinct No. 1, Hopkins County, Texas  
/ Mike Odell, Commissioner of Precinct No. 2, Hopkins County, Texas  
/ Wade Bartley, Commissioner of Precinct No. 3, Hopkins County, Texas  
/ Danny Evans, Commissioner of Precinct No. 4, Hopkins County, Texas

Pursuant to published agenda of said meeting, Commissioner Mike Odell

offered the following resolution and moved its adoption, which was seconded by Commissioner

Danny Evans to wit:

WHEREAS, LUMINANT MINING COMPANY LLC has ceased mining operations and closed its mine that is located in the vicinity of Hopkins County Road No. 2309 ("Thermo Mine"). The closing of this portion of Hopkins County Road No. 2309 will protect Luminant Mining Company's Thermo Mine and other property, and will support all activities related to reclamation; and

WHEREAS, the temporary closure will be for a period of approximately 3 years or until the Hopkins County Road 2309 relocation is completed; and

WHEREAS, LUMINANT MINING COMPANY LLC is willing to, at its sole cost and expense, temporarily close Hopkins County Road 2309, at the location as shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the portion of Hopkins County Road No. 2309 that is to be temporarily closed has no through-traffic and dead-ends at the Thermo Mine; and


WHEREAS, LUMINANT MINING COMPANY LLC owns all of the land adjacent to the portion of Hopkins County Road No. 2309, that is to be temporarily closed; and

WHEREAS, the Hopkins County Commissioners Court has determined that there is no need for public notice, other than that which has been given in due and proper form and we also find that the interests of the public and affected landowners have been protected as it relates to the temporary closure of Hopkins County Road No.2309.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Hopkins County, Texas, that they are in agreement with the proposed temporary closure of Hopkins County Road No. 2309, and have no objections to the temporary closure of Hopkins County Road No. 2309, as shown on Exhibit "A".

Upon vote, all voted "Aye" and none voted "No", and the County Judge declared the Resolution duly adopted.

The above and foregoing is true and correct.

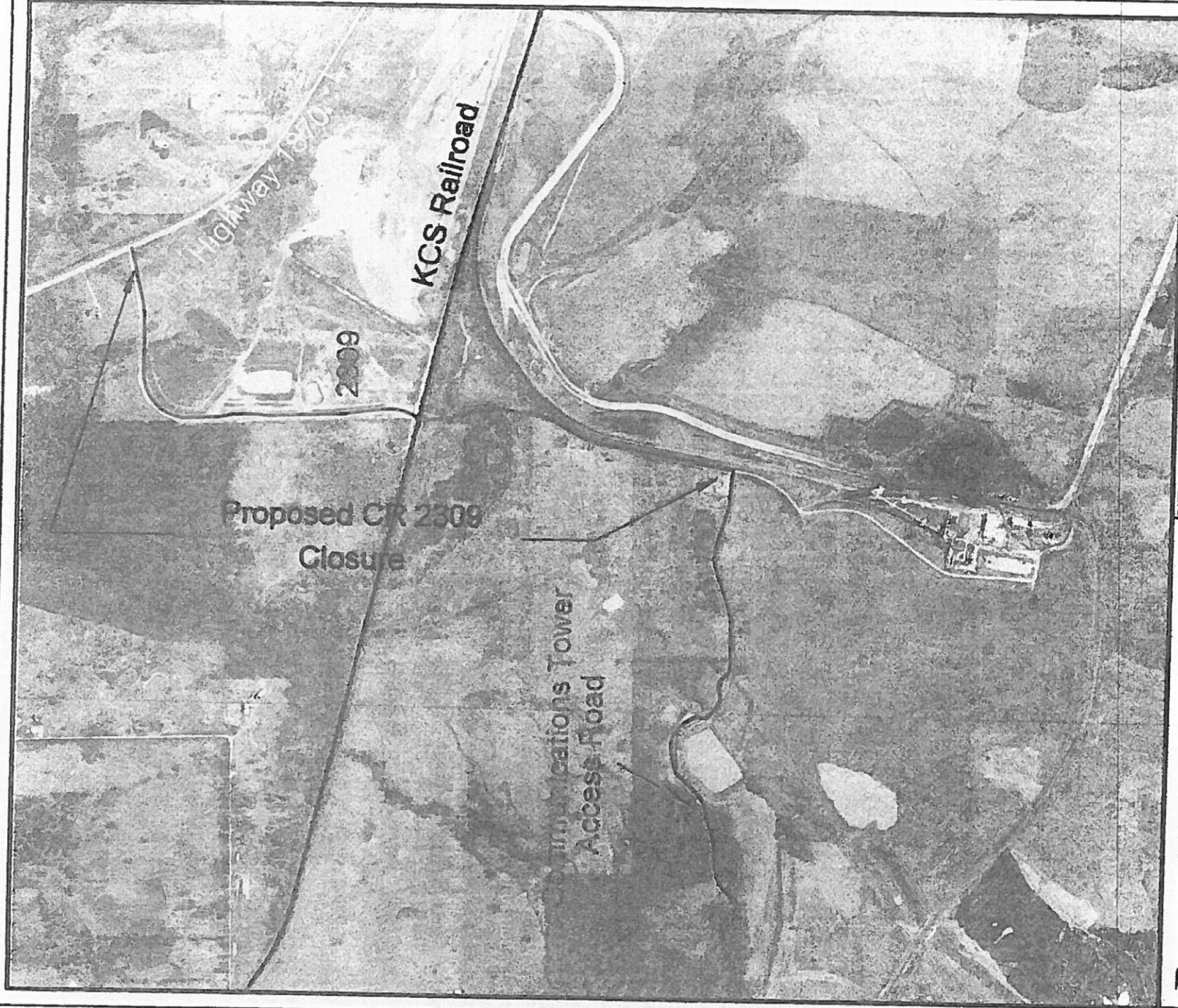
  
Robert Newsom, County Judge  
Hopkins County, Texas

I, Debbie Shirley, County Clerk of Hopkins County, Texas, and ex officio clerk of the Commissioners Court of Hopkins County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the Commissioners Court of Hopkins County, Texas, at a regular session of said Court, held and conducted on the 27<sup>th</sup> day of March, 2017, as the same appears in the minutes thereof, and that said Resolution has not been amended, revoked, or rescinded.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of March, 2017.

  
Debbie Shirley, Hopkins County Clerk





# Prop. CR 2309 Closure

DATE 03/14/2017  
DWG BY abl

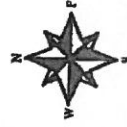
Thermo Mine

Monticello Mine Closure

CONFIDENTIAL  
INTERNAL USE  
ONLY



**Luminant**  
ENERGY



SCALE

1200 600 0 1200 2400



**TEMPORARY PRIVATE ROAD CROSSING AGREEMENT**

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY ("KCS")**, a Missouri corporation, and **LUMINANT MINING COMPANY LLC**, a Texas Limited Liability Company, to be addressed at P.O. Box 1636, Mount Pleasant, Texas 75456 ("USER") agree this 17<sup>th</sup> day of May, 2011, as follows:

**RECITALS**

- A. KCS is a Missouri corporation operating as a railroad in interstate commerce;
- B. USER is a company desiring access to property located adjacent to KCS's right-of-way near Sulphur Springs (Hopkins County), Texas, for purposes of a temporary road crossing for temporary access for heavy equipment to haul coal from USER's mining area and perform other mining-related activities, which activities are sometimes hereinafter referred to as "Use"; and
- C. USER, for its convenience and not as a matter of right or necessity, seeks permission to cross KCS's right-of-way and tracks near Sulphur Springs (Hopkins County), Texas (Greenville Subdivision), near KCS Mile Post 136.1 for a private road crossing ("Private Road Crossing"), said Private Road Crossing sometimes hereinafter referred to as the "Crossing", as shown on Drawing No. 09-571, dated 03-4-2011 and approved 05-16-2011, a copy of which marked as Exhibit "A" is attached and incorporated into this Agreement herein by reference; and
- D. KCS is willing to grant USER a revocable license to cross KCS's right-of-way and tracks at the Crossing under the terms and conditions of this Agreement.

**Section 1. GRANT**

KCS hereby grants USER the right to maintain, access and use the Crossing in accordance with the terms and conditions of this Agreement. The use granted herein shall be for private use access by USER and shall not be allowed by USER to become a crossing open for public use.

**Section 2. COST AND PAYMENT**

2.1 Regardless of who supplies the materials or performs the work, USER shall be responsible for all costs, expenses, fees, fines and taxes arising out of the construction, operation, use, removal and maintenance of the Crossing.

2.2 The preliminary budget estimate ("Estimate") for the Crossing, a copy of which is marked as Exhibit "B," is attached and incorporated into this Agreement herein by reference. KCS's design for the Crossing as set forth in the Estimate is described below:

Forty-eight foot (48') full depth timber surface installed, signs, vegetation clearing, and removing of surface and signs, including new control bungalow with train detection equipment, two (2) flashing lights with gate arms, two (2) stop signs with blinking LED's, video surveillance system, remote train detection system at the TUGCO power switch located west of the proposed crossing, and gated private gravel road for KCS access only from CR2309.

2.3 USER shall, at the time of execution of this Agreement, pay to KCS the estimated project cost set forth in the Estimate ("Estimated Project Cost") of \$671,686.00. Should KCS complete

construction for less than the Estimated Project Cost, KCS shall refund the difference to USER within ninety (90) days of completion of the Crossing. USER acknowledges that the Estimate is based on current prices as of the date shown on the Estimate, and that delay in proceeding with the Project could alter estimated costs. Should KCS determine in good faith that the actual cost to install the Crossing will exceed the Estimated Project Cost by more than ten percent (10%); KCS shall promptly notify USER of such determination in writing. USER shall have the right to terminate this Agreement by notifying KCS of its decision to terminate within three (3) days of USER'S receipt of KCS' notice. If USER terminates the Agreement as authorized by the immediately-preceding sentence, KCS shall immediately discontinue the work called for by the Agreement, doing only such further work as is necessary to repair any damage to KCS' track or right of way caused by work under the Agreement. Within ninety (90) days of USER'S notice to terminate the Agreement, KCS shall complete a final accounting of the amounts expended to perform work called for prior to USER'S termination of the Agreement (including all work described in the immediately-preceding sentence), and will provide a copy of that accounting to USER and will remit to USER the difference (if any) between the amount shown in that accounting and the Estimated Project Cost. If USER does not so terminate this Agreement, KCS shall submit a written invoice to USER documenting KCS's additional costs and USER agrees to pay such additional costs. If USER terminates this Agreement either pursuant to this Section 2.3 or for USER'S failure to obtain permits as provided in Section 3.1 and KCS has ordered material that is not used for the Crossing, KCS shall, at its option, either (i) credit the actual value of all such materials to the amount to be remitted to USER or (ii) deliver the material to a mutually agreeable location.

2.4 KCS shall invoice USER monthly for the maintenance expense KCS incurs to maintain the Crossing and provide reasonable supporting documentation. USER shall remit said maintenance expense within thirty (30) days of receipt of KCS's invoice.

2.5 KCS shall contact USER prior to incurring any expenses for upgrades, enlargements, renewals, or improvements to the Crossing so that USER may determine whether to terminate the Agreement. If USER does not elect to terminate the Agreement, USER shall be responsible for the reasonable expenses for the upgrades, enlargements, renewals, or improvements to the Crossing. KCS shall invoice USER for such reasonable expenses upon completion of such upgrades, enlargements, renewals, or improvements to the Crossing and shall provide reasonable supporting documentation. USER shall remit said invoiced expenses within thirty (30) days of receipt of KCS's invoice.

2.6 Upon termination of this Agreement, KCS shall invoice USER for the Crossing removal expense as provided below and provide reasonable documentation to USER. USER shall remit said removal expense within thirty (30) days of receipt of KCS's invoice.

### **Section 3. KCS WORK**

3.1 KCS shall install and maintain a forty-eight foot (48') wide at-grade full depth timber Private Road Crossing between the rails and to the end of the ties, and install and maintain on the right-of-way signs providing warning of the existence of the Crossing and of the need to stop, look and listen prior to entering the Crossing. KCS acknowledges that USER must acquire certain permits prior to commencement of activities on USER's property and that KCS shall coordinate its Crossing construction activities with USER's project manager at 903-439-1414. USER acknowledges that, in order to avoid delay in construction of the Crossing once USER obtains the required permits, KCS will place orders for materials for the installation of the Crossing (including signal materials) upon execution of this Agreement, and that USER will be responsible for the cost (including delivery to site) of the materials even if USER fails to obtain the required permits.

3.2 KCS will install and maintain gates with supplemental warning lights as indicated on the Estimate.

3.3 KCS will cut and maintain vegetation in all four (4) quadrants to the edge of KCS' right of way to KCS standard, maintain the crossing surface from end-of-tie to end-of-tie, and maintain crossing warning devices. KCS will coordinate its vegetation maintenance activities with USER to ensure minimal disruption of USER'S use of the Crossing by providing five (5) days advance notice to USER at 903-439-1414. KCS will, to the extent practicable, advise USER in advance at 903-439-1414, of planned signal maintenance activities, but USER acknowledges that signal maintenance activities can occur twenty-four hours per day virtually every day of the year, and that even scheduled maintenance is subject to last minute alteration due to unplanned signal maintainer needs at other locations. KCS will coordinate with USER any activities which result in blocking the roadway to test the gate mechanisms or which involve temporary deactivation of signal equipment.

3.4 KCS shall, following the termination of this Agreement, remove the Crossing surface between the rails and to the ends of the ties and remove the crossing warning signs from the right-of-way within ninety (90) days of termination. KCS will not be required to remove underground cables connecting to above-ground equipment. KCS may elect to either (i) retain all or some of the materials removed from the Crossing or (ii) place the removed materials at a USER-designated point on USER's property adjacent to KCS' right-of-way for final removal by USER. If KCS elects to retain some or all of the materials removed from the Crossing, KCS shall pay USER fifty percent (50%) of the cost of those materials as estimated on the attached Estimate.

3.5 Upon opening of the Crossing, KCS shall remove the crossing surface between the rails and out to the end of tie at the currently-existing private crossing located at approximately milepost 135.94. USER and KCSR agree that any existing private crossing agreement for the currently-existing private crossing located at approximately milepost 135.94 shall be terminated thereby.

3.6 During the KCS Work as specified in this Section 3, KCS shall provide protective services (flagging) to safeguard the railroad operations and property.

#### **Section 4. USER WORK**

4.1 USER shall design, construct and maintain the road and approaches for the Crossing, including grading, and install all structures and facilities necessary to maintain the existing drainage, including installation of drainage pipe to maintain adequate flow at the KCS ditch line. All approach surfaces shall be constructed and maintained of a material that will not wash off or clog the ditch lines, and which will provide adequate traction over the entire right-of-way. The road, approaches and drainage facilities must be constructed in such a manner as to avoid any damage to KCS's embankment, roadbed, signal systems and tracks. The road approaching on each side of the track will, to the greatest extent possible, be built to the same width as the Crossing and at a 90° angle to the tracks. Each approach must be constructed and maintained to force water away from track but allowing no more than three inches (3") of downward change in elevation within the first thirty feet (30') from the nearest rail within the Crossing surface.

4.2 Prior to any construction, maintenance or approach removal activities on KCS's right-of-way, USER shall, unless otherwise agreed to in writing by KCS and at KCS's sole discretion, provide five (5) days advance notice to KCS at 816-983-1892.

4.3 USER shall remove all trees, vegetation, buildings and other improvements from USER'S property within 100 feet of the track to a distance of 1320 feet along the track in each direction



from the roadway on each side of the track that may interfere with the ability of persons using the Crossing to see approaching trains or the crew of the train from being able to see approaching vehicles. **KCS ACKNOWLEDGES THAT USER HAS ADVISED KCS THAT USER'S PROPERTY ONLY EXTENDS FOR 700 FEET FROM THE CROSSING ALONG KCS' RIGHT OF WAY IN THE NORTHEAST QUADRANT.**

4.4 USER shall regularly inspect the Crossing to ensure that the Crossing surface and approaches are in a safe condition, that all warning signs both on and off of the right-of-way are in place and legible, and that the line -of -sight has not been obstructed. USER shall immediately notify KCS in writing if USER'S inspection discloses any unsafe condition.

4.5 Upon the termination of this Agreement, USER shall remove the roadway and approaches to the Crossing and return all portions of the right-of-way occupied by the approaches to their natural contour, but USER shall leave in place any drainage structures and other improvements necessary to continue adequate drainage of the right-of-way or necessary to protect the embankment.

4.6 Before USER begins activities specified in the Section 4.2, USER shall comply with all "one-call" requirements for obtaining identification and location of all utility installations within the area where USER's activities will be performed.

4.7 Upon opening of the Crossing, USER shall permanently barricade (at least 25 feet from the nearest rail) and remove the approaches to the currently-existing private crossing located at approximately milepost 135.94 to the extent approaches are on USER's or KCS's property.

#### **Section 5. USE**

5.1 USER and its employees and invitees may only use the Crossing when it is safe to do so, and then only for the purpose of providing ingress and egress for the USER, the USER'S employees, and other invitees of the USER. USER shall, and shall instruct its employees and invitees, to stop at posted locations, look in both directions and listen before proceeding across the Crossing. USER and its employees and invitees should only proceed across the Crossing if it is safe to do so. USER shall not permit the use of the Crossing at any time when USER has knowledge that the Crossing is unsafe for any reason. Without limiting the foregoing, USER shall not use the Crossing or permit others to use the Crossing at any time when locomotives, cars or other rail mounted vehicles are occupying the Crossing or moving toward the Crossing and are visible from the Crossing or can be heard at the Crossing. USER shall not permit usage of the Crossing by the general public or any third party other than USER's employees or invitees without KCS' express prior written consent. USER will not start across crossing if red flashing lights at stop sign or the flashers/gates are flashing.

5.2 USER will not cross with, drag or tow or allow its employees or invitees to cross with, drag or tow any vehicle, object or equipment that could damage the rail or the crossing surface. No steel cleated or non-cleated wheel or track is permitted to come in contact with either rail in the crossing surface.

#### **Section 6. FLAGGING**

At any time other than during the performance of the KCS Work described in Section 3 hereof, flagging services provided by a KCS-qualified flagging contractor will be required whenever agents, employees or equipment of USER or any of its contractors or subcontractors shall be working at the Crossing within twenty-five feet (25') of the nearest rail for purposes other than simply crossing the track in accord with this Agreement.

Reference No. 09-571

Arrangements for flagging protection must be made directly by USER with a KCS-qualified flagging contractor. Current KCS-qualified flagging contractors include the following:

**RPS – Railroad Protective Services**

Dave Shaffer (904) 588-3433  
[drsshaffer@aol.com](mailto:drsshaffer@aol.com)

Kyle Hawthorn (318) 218-1174  
[kbhawthorn@aol.com](mailto:kbhawthorn@aol.com)

Patsy Crisafi (904) 813-9905  
[pjcrisafi@aol.com](mailto:pjcrisafi@aol.com)

**Railpros, Inc.**

Jennifer Kazner (714) 734-8765, Ext. 116  
[jennifer.kazner@railpros.com](mailto:jennifer.kazner@railpros.com)

Johnny Johnson (949) 278-8637  
[johnny.johnson@railpros.com](mailto:johnny.johnson@railpros.com)

USER should ordinarily provide at least one month's notice to the flagging contractor to have reasonable assurance of the availability of flagging services. USER may also obtain a current list of Railroad-qualified flagging contractors together with their address and telephone numbers for flagging purposes at the proposed site by written request, sent at least 30 (thirty) days in advance, by US mail or by e-mail addressed to:

Sri Honnur, P.E.  
Engineering Department  
Post Office Box 219335  
Kansas City, MO 64121-9335  
[SHonnur@KCSouthern.com](mailto:SHonnur@KCSouthern.com)

USER, its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve USER of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the area where construction is occurring.

KCS's designation of a company or individual as a "qualified" flagger or flagging provider only indicates KCS's willingness to allow said individual or entity to provide flagging services on KCS's property without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said flagger or flagging provider. All flaggers contracted for by USER shall be treated solely as independent contractors of USER, with no relationship to KCS, for all purposes hereunder. The actions or inactions of the flagger shall be construed for all purposes hereunder as the actions or inactions of USER.

**Section 7. KCS USE**

KCS reserves the right to use the Crossing and approaches and to grant to third parties the right to use the Crossing and approaches so long as such use does not unreasonably interfere with USER'S use and enjoyment of the Crossing. USER shall not be responsible or liable for such use of the Crossing by KCS and third parties admitted to the Crossing by KCS and KCS SHALL INDEMNIFY AND HOLD HARMLESS USER FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, FINES, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING OUT OF OR BASED UPON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND INCLUDING ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OR DAMAGE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO SUCH USE TO THE EXTENT OF AND IN PROPORTION TO KCS' OR SUCH THIRD PARTIES' SHARE OF NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. KCS reserves for itself, its grantees, users, lessees, successors and assigns



all of its rights and interest in the right-of-way, tracks and its other facilities, including, without limitation, the right to construct, reposition or expand its tracks, wires, pipelines, fiber optic lines, conduits, poles and other structures above, on and below the surface of the right-of-way. In the event that the Crossing, approaches or drainage facilities reasonably must be modified to accommodate a change in the existing KCS or KCS-permitted facilities on the right-of-way, KCS shall make the necessary changes to its facilities and the Crossing surface, and USER shall make any necessary changes to the approaches and drainage facilities.

#### **Section 8. ASSUMPTION OF RISK**

Use of the Crossing will expose USER and all other persons permitted by USER to use the Crossing to risk of property damage, injury and death. KCS and other rail carriers operate locomotives, cars and other equipment over the Crossing. USER assumes all risk of loss, damage and injury arising out of use of the Crossing by USER, USER'S employees, and other invitees and guests of USER.

#### **Section 9. INDEMNITY**

TO THE EXTENT OF AND IN PROPORTION TO USER'S AND USER'S EMPLOYEES', GUESTS' AND INVITEES' SHARE OF NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ONLY, USER SHALL INDEMNIFY AND HOLD HARMLESS KCS FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, FINES, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING OUT OF OR BASED UPON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND INCLUDING ATTORNEYS' FEES; FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OR DAMAGE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE CROSSING, APPROACHES, DRAINAGE STRUCTURES OR WARNING SIGNS. USER'S FOREGOING OBLIGATION SHALL ALSO EXTEND TO ALL OTHER RAILROAD COMPANIES OPERATING OVER THE TRACKS OF KCS AT THE CROSSING, AND THE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, PARENTS, SUCCESSORS AND ASSIGNS OF KCS AND ANY OTHER RAILROAD COMPANY ENTITLED TO THE PROTECTIONS OF THIS PARAGRAPH.

#### **Section 10. INSURANCE**

USER shall obtain and maintain in effect throughout the term of this Agreement a policy of comprehensive general liability insurance, including contractual liability coverage, covering the USER'S potential liability and duty of indemnification under this Agreement. USER shall cause KCS and its affiliated companies, each to be named as an additional insured under the policy. An insurance company authorized to do business in the state where the Crossing is located must issue such policy. The policy must provide minimum coverage of \$10,000,000.00 per occurrence and contain the following endorsement: Contractual Liability Railroads: ISO Form CG 24 17 10 01 (or substitute form providing equivalent coverage). USER'S policy shall contain a cancellation provision that meets Association for Cooperative Operations Research and Development's ("ACORD") standards and, to the extent allowed by the standards, provide for the notification of KCS at least thirty (30) days prior to termination or significant modification of the policy or of the policy limits. In the event the ACORD's standards do not allow for at least thirty (30) days notice prior to any cancellation or non-renewal, then USER will provide such notice to KCS. USER shall annually send to KCS a certificate of insurance evidencing the USER's full liability policy coverage limits, and at other times when proof of insurance is reasonably requested by



KCS. Providing the minimum coverage required will not, however, limit or relieve USER of its potential liability to KCS for damages or of its duty of Indemnity, which is absolute and unlimited.

#### **Section 11. TERM**

The initial term of this Agreement shall extend sixty (60) months from the date stated in the first paragraph of this Agreement. KCS may renew or extend the initial term of this Agreement beyond said sixty (60) month period in KCS's sole discretion. This Agreement shall be considered terminated upon the lapse, without renewal or extension, of the term of this Agreement, and may be terminated during the initial term or during any renewal or extension of the initial term of this Agreement by USER, with or without cause; by giving KCS thirty (30) days advance written notification of termination. In addition, KCS may terminate this Agreement during its initial term or during any renewal or extension thereof by providing USER with thirty (30) days advance written notification of termination at any time USER is in Default; provided, however, that should USER's Default be violation by USER or USER's employees, invitees or guests of any requirement of this Agreement which violation creates an immediate risk to the safety of the personnel or property of KCS, USER or any other person or entity, KCS may terminate this Agreement on two (2) days' written notice to USER. Should this Agreement terminate or be terminated for any reason whatsoever, the parties agree that such termination shall fully satisfy any and all rights of USER to the use and maintenance of the Crossing and that USER shall under no circumstance assert otherwise. **ALL RIGHTS OF INDEMNITY GRANTED KCS OR GRANTED TO USER UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR TEN (10) YEARS FOLLOWING THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT.**

#### **Section 12. DEFAULT**

USER shall strictly perform each term and condition of this Agreement. Should USER fail to perform as required by this Agreement, then USER must remedy its failure or default within the earlier of (a) ten (10) days written notice by KCS of the failure or default or (b) USER'S actual knowledge of the failure or default. USER'S failure or refusal to remedy the failure or default within ten (10) days, or such greater time as KCS may in its reasonable discretion allow (or substantially commence remedying a failure or default that reasonably will require more than ten (10) days to remedy), shall constitute a Default under this Agreement. The period provided herein for USER to remedy a Default does not authorize USER's continuance of any action or inaction which creates a risk to the safety of the personnel or property of KCS, USER or any other person or entity.

#### **Section 13. CLOSURE**

Upon termination of this Agreement, USER'S license to cross the tracks and right-of-way of KCS shall end. KCS may at any time thereafter remove the Crossing or any portion thereof within KCS's right-of-way, and USER shall not oppose KCS doing so.

#### **Section 14. ENVIRONMENT**



14.1 After the execution of this Agreement, but prior to the construction of the Crossing, USER shall have the right to inspect the Crossing for the presence of any hazardous wastes, substances or materials on the Crossing site. If any are found, USER may terminate this Agreement without further liability. USER shall not use, release or dispose of any hazardous wastes, substances or materials on or near KCS's right-of-way or on the Crossing. Except as set forth in the first two sentences of this Section 14.1, USER shall be solely responsible for removing any such wastes, substances and materials used, released or disposed of by USER and remedying any such damage caused by USER'S failure to comply with its obligations under this Section.

14.2 USER shall not use, release, or dispose of any hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the Crossing or elsewhere within KCS's right of way without the written consent of KCS.

14.3 USER shall not mutilate, damage, misuse, alter or permit waste in the Crossing or elsewhere within KCS's right of way. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to USER's use and occupancy thereof, USER, at its sole cost and expense, shall clean all property affected thereby, to the reasonable satisfaction of KCS and any governmental body having jurisdiction thereover.

14.4 USER shall comply with all ordinances, rules, regulations, requirements and laws whatsoever applicable to its use of the Crossing and other portions of KCS's right of way to which USER, its employees, invitees and guests are granted access under this Agreement, including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by KCS. **IF, AS A RESULT OF USER'S OPERATION OR USE OF THE CROSSING OR ANY OTHER PORTION OF KCS'S RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED BY USER, OR IF, AS A RESULT OF ANY ACTION BY USER, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE CROSSING OR ANY OTHER PORTION OF KCS'S RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), USER SHALL INDEMNIFY AND SAVE HARMLESS KCS FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE, AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY KCS, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

14.5 **FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, USER AGREES TO INDEMNIFY AND SAVE HARMLESS KCS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE, AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS TO THE EXTENT**



CAUSED BY USE OF THE AREA COVERED BY THIS AGREEMENT BY USER AND ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES.

14.6 KCS SHALL OBTAIN AN INSPECTION BY A QUALIFIED INDEPENDENT ENVIRONMENTAL PROFESSIONAL, WITHIN 90 DAYS FOLLOWING TERMINATION OF THIS AGREEMENT, OF THE PORTION OF KCS' RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT TO PREPARE AN APPROPRIATE WRITTEN REPORT OF WHETHER THERE ARE HAZARDOUS WASTES, SUBSTANCES OR MATERIALS IN SUCH AREA THAT ARE THE RESPONSIBILITY OF USER. KCS AND USER SHALL SHARE EQUALLY THE COSTS OF SAID INSPECTION AND REPORT. IF THE REPORT STATES THAT THERE ARE NO HAZARDOUS WASTES, SUBSTANCES OR MATERIALS IN SUCH AREA THAT ARE THE RESPONSIBILITY OF USER, USER'S ENVIRONMENTAL INDEMNIFICATION RESPONSIBILITIES UNDER THIS AGREEMENT SHALL TERMINATE. KCS MAY, IF IT SO CHOOSES, WAIVE HAVING SUCH AN INSPECTION AND REPORT, IN WHICH CASE USER'S ENVIRONMENTAL INDEMNIFICATION RESPONSIBILITIES UNDER THIS AGREEMENT SHALL TERMINATE. IF HOWEVER, SAID REPORT CONCLUDES THAT THERE ARE HAZARDOUS WASTES, SUBSTANCES OR MATERIALS ON THE CROSSING AND SUCH HAZARDOUS WASTES, SUBSTANCES OR MATERIALS ARE USER'S RESPONSIBILITY HEREUNDER, USER'S RESPONSIBILITIES SHALL NOT TERMINATE UNTIL USER'S RESPONSIBILITIES AS SET FORTH ABOVE HAVE BEEN FULFILLED BY USER.

#### Section 15. LAWS

15.1 KCS and USER in their performance under this Agreement shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

15.2 This Agreement shall be governed by and construed in accordance with the laws of the State in which the Crossing is located.

15.3 Any action to interpret or enforce this Agreement must be brought in the Circuit Court of St. Louis County, Missouri or the Federal District Court for the Eastern District of Missouri or in the federal or state courts in Dallas County, Texas. The USER and KCS irrevocably submit themselves to the jurisdiction of these courts and agree not to raise any claim of lack of jurisdiction, lack of venue, or inconvenient forum.

#### Section 16. ASSIGNMENT

This Agreement may be freely assigned by KCS without the consent of USER so long as such successors have the obligation to fulfill KCS's obligations hereunder, and it shall automatically inure to the benefit of KCS's successors. USER may not assign or transfer this Agreement or transfer any of its rights under this Agreement to a third party without the prior written consent of KCS, which consent shall not be unreasonably withheld. USER may not permit the use of the Crossing by third persons other than employees or invitees of USER without the prior written consent of KCS. Any assignment or permit granted by USER in violation of this paragraph shall be void and of no effect.



**Section 17. MISCELLANEOUS**

17.1 The failure of either party to enforce any of its rights under this Agreement shall not be deemed to constitute a waiver of such party's right to enforce such provision in the future or the waiver of any other right such party may have.

17.2 Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, that portion of the Agreement shall be deemed to be severed from the Agreement and the remainder of the Agreement shall survive.

17.3 In the event of an emergency condition or situation at the Crossing requiring immediate attention, repair, or action, USER shall contact KCS at 877-527-9464.

**Section 18. NOTICES**

Any correspondence required or permitted under this Agreement, except an emergency notice to KCS, shall be sent to each party by first class mail, national overnight delivery service, or hand delivered to the following address:

KCS: The Kansas City Southern Railway Company  
Engineering Department  
Post Office Box 219335  
Kansas City, MO 64121-9335  
(Overnight delivery service address:  
427 West 12<sup>th</sup> Street, Kansas City, MO 64105)

With a copy to: Jones Lang LaSalle-Americas, Inc.  
3017 Lou Menk Drive, Suite 100  
Fort Worth, Texas 76131-2800  
Phone: 817-230-2600  
Fax: 817-306-5521

USER: Luminant Mining Company, LLC  
P. O. Box 1636  
Mt. Pleasant, Texas 75456-1636  
Phone: 903-439-1414  
Fax: 903-439-1444

Overnight delivery service address: From I-30, East or West, take Exit 126 (College Street). Turn SE on College Street (FM 1870) and go 2.3 miles to CR 2309. Turn right, 1.7 miles to mine entrance.

Either party may change its address by providing the other party written notice of the new address.

**Section 19. SURVIVAL**

Any obligation of USER arising or based upon facts occurring prior to termination, for indemnity or to reimburse KCS for any cost or expense, and the duty to barricade the road where each entered the right-of-way shall survive the termination of this Agreement.

This Agreement has been signed by the authorized representatives of each of the parties and shall be effective as of the date and year first written above.

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LUMINANT MINING COMPANY LLC**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## COUNTY: HOPKINS

EXHIBIT "A"



FILED AND RECORDED ON

OCT 22, 2018 AT 02:21P

AS A(N) OF RECORD

CLERK NUMBER 20185709 PAGES 135

AMOUNT: 558.00

RECEIPT NUMBER 18006778

BY AUDENA

STATE OF TEXAS HOPKINS COUNTY, TEX  
I hereby certify that this instrument was filed i  
file number sequence on the date and time stamped  
hereon by me and was duly recorded in the named  
records of Hopkins County, Texas.

DEBBIE SHIRLEY, COUNTY CLERK  
HOPKINS COUNTY, TEXAS

*Filed by City of Sulphur Springs  
Call Gale on card above*

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All areas within the permit boundaries are owned by the City of Sulphur Springs. Properties listed below are located outside the permit boundary.

Tracts 1, 2, 6, 7, 8, 9  
City of Sulphur Springs  
125 S Davis Street  
Sulphur Springs TX 75482

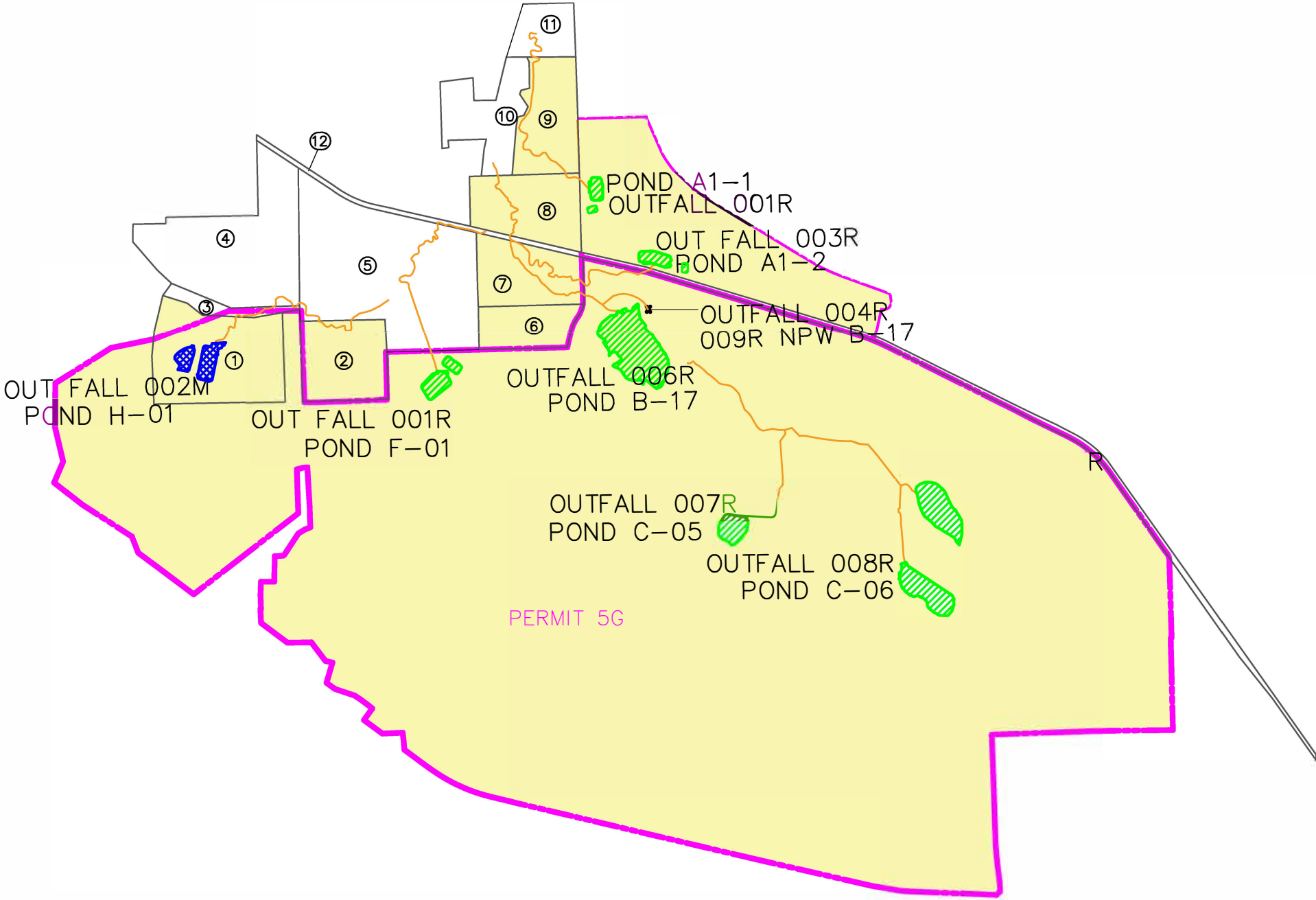
Tracts 3, 4  
Edward James Pingel  
1779 CR 2307  
Sulphur Springs, TX 75482

Tract 5  
Scott Andrews  
PO Box 661  
Winnsboro, TX 75494

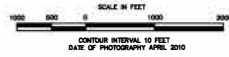
Tract 10  
Tim Tolson  
1930 CR 2308  
Sulphur Springs, TX 75482

Tract 11  
Hans Boerhof  
3990 FM 1879  
Sulphur Springs, Texas 75482

Tract 12  
Kansas City Southern Railway Company  
328 Oak Ave  
Sulphur Springs, TX 75482



THIS MAP HAS BEEN PRODUCED ACCORDING TO PROCEDURES THAT HAVE BEEN DEMONSTRATED TO COMPLY WITH NATIONAL MAP ACTUALLY STANDARDS FOR A HORIZONTAL SCALE OF 1"=400' AND A VERTICAL SCALE OF 1"=40'. MAPS SHOULD BE CHECKED FOR HORIZONTAL AND VERTICAL ACCURACY PRIOR TO USE. VERTICAL DATUM BASED ON NATIONAL MEAN SEA LEVEL DATUM OF 1929. HORIZONTAL DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH CENTRAL ZONE, NAD 83. DATE OF PHOTOGRAPHY: 11-4-2015. DATE OF DATA ACQUISITION: 1-4-2015. CULTURAL FEATURES & CONTOURS SYMBOLIZED WITH DASHED LINES INDICATE APPROXIMATE LOCATION.



| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
|     |          |    |      |
|     |          |    |      |
|     |          |    |      |
|     |          |    |      |
|     |          |    |      |

NOTE:  
TCEQ PERMIT NO.04122

- ACTIVE FINAL DISCHARGE POND
- DISCHARGE ROUTE
- PERMIT BOUNDARIES
- POSTMINE PONDS
- CITY OF SULPHUR SPRINGS PROPERTY

THERMO MINE & THERMO A-1 MINE  
SULPHUR SPRINGS, TEXAS

TPDES WQ0004122000 MAJOR AMENDMENT PROPERTY MAP

LUMI NANTINI NGCOMPANY LLC

Drawn by: Bryant L. APPROVAL: J. EWING DATE: 2-13-16 SCALE: 1"=400'

PAGE: 1 of 1



Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000  
Minor Facility with Renewal Changes

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

# INDUSTRIAL WASTEWATER PERMIT APPLICATION CHECKLIST

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

APPLICANT NAME: Luminant Mining Company LLC

PERMIT NUMBER (If new, leave blank): WQ00 04122000

**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 checked="" type="checkbox"/> | <input 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 checked="" type="checkbox"/> | <input 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-inst<sup>1</sup>](#)).

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

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

Applicant Name: Luminant Mining Company LLC

Permit No.: WQ0004122000

EPA ID No.: TX00071081

Expiration Date: 3/1/2025

- 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: Removal of outfall A-18 from the permit

For TCEQ Use Only

Segment Number \_\_\_\_\_ County \_\_\_\_\_

Expiration Date \_\_\_\_\_ Region \_\_\_\_\_

Permit Number \_\_\_\_\_

<sup>1</sup> [https://www.tceq.texas.gov/publications/search\\_forms.html](https://www.tceq.texas.gov/publications/search_forms.html)



g. Application Fee

| EPA Classification  | New                              | Major Amend.<br>(with or without<br>renewal) | Renewal<br>(with or<br>without<br>changes)  | Minor Amend. /<br>Minor Mod.<br>(without<br>renewal) |
|---|----------------------------------|--|---|--|
| Minor facility not subject<br>to EPA categorical<br>effluent guidelines<br>(40 CFR Parts 400-471) | <input type="checkbox"/> \$350   | <input type="checkbox"/> \$350               | <input type="checkbox"/> \$315              | <input type="checkbox"/> \$150                       |
| Minor facility subject to<br>EPA categorical effluent<br>guidelines<br>(40 CFR Parts 400-471)     | <input type="checkbox"/> \$1,250 | <input type="checkbox"/> \$1,250             | <input checked="" type="checkbox"/> \$1,215 | <input type="checkbox"/> \$150                       |
| Major facility  | N/A <sup>2</sup>                 | <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: [746274 & 746275](#)

Copy of voucher attachment: [Attachment: A](#)

## Item 2. Applicant Information (Instructions, Pages 26)

a. Customer Number, if applicant is an existing customer: [CN603271016](#)

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

b. Legal name of the entity (applicant) applying for this permit: [Luminant Mining Company LLC](#)

**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: [Ms.](#) Full Name (Last/First Name): [Collins, Renee](#)

Title: [Sr. Director Environmental Services](#) Credential: [Click to enter text.](#)

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

☒ Yes ☐ No

<sup>2</sup> All facilities are designated as minors until formally classified as a major by EPA.

<sup>3</sup> <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): [Click 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: [B: 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): Fernandez, Celi

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

Organization Name: Luminant Mining Company LLC

Mailing Address: 6555 Sierra Drive

City/State/Zip: Irving, TX, 75039

Phone No: 214-875-8956

Email: celi.fernandez@luminant.com

b. ☒ Administrative Contact ☐ Technical Contact

Prefix: Mr. Full Name (Last/First Name): Le, Bryant

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

Organization Name: Luminant Mining Company LLC

Mailing Address: 6555 Sierra Drive LLC

City/State/Zip: Irving, TX, 75039

Phone No: 817-901-0691 Email: bryant.le@vistracorp.com

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): Fernandez, Celi  
Title: Environmental Manager Credential: [Click to enter text.](#)  
Organization Name: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: 214-875-8956 Email: celi.fernandez@luminant.com
- b. Prefix: Mr. Full Name (Last/First Name): Le, Bryant  
Title: Environmental Specialist Credential: [Click to enter text.](#)  
Organization Name: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: 817-901-0691 Email: bryant.le@vistracorp.com  
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: Ms. Full Name (Last/First Name): Fernandez, Celi  
Title: Environmental Manager Credential: [Click to enter text.](#)  
Organization Name: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: 214-875-8956 Email: celi.fernandez@luminant.com

### 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: Mr. Full Name (Last/First Name): Whitaker, Josh  
Title: Reporting Manager Credential: [Click to enter text.](#)  
Organization Name: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: 214-875-8378 Email: josh.whitaker@luminant.com



## Item 9. Notice Information (Instructions, Pages 28)

### a. Individual Publishing the Notices

Prefix: Ms. Full Name (Last/First Name): Fernandez, Celi

Title: Environmental Manager Credential: Click to enter text.

Organization Name: Luminant Mining Company LLC

Mailing Address: 6555 Sierra Drive

City/State/Zip: Irving, TX, 75039

Phone No: 214-875-8956

Email: celi.fernandez@luminant.com

### 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: celi.fernandez@luminant.com & bryant.le@vistracorp.com

☐ Fax: Click to enter text.

☒ Regular Mail (USPS)

Mailing Address: 6555 Sierra Drive

City/State/Zip Code: Irving, TX, 75039

### c. Contact in the Notice

Prefix: Ms. Full Name (Last/First Name): Fernandez, Celi

Title: Environmental Manager Credential: Click to enter text.

Organization Name: Luminant Mining Company LLC

Phone No: 214-875-8956

Email: celi.fernandez@luminant.com

### 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: Hopkins County Clerk's Office

Location within the building: Suite C

Physical Address of Building: 128 Jefferson Street

City: Sulphur Springs County: Hopkins

### 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? Spanish
- f. Plain Language Summary Template – Complete the Plain Language Summary (TCEQ Form 20972) and include as an attachment. Attachment: C
- 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: D

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

- a. TCEQ issued Regulated Entity Number (RN), if available: RN102806189
- 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): Monticello-Thermo Lignite Mining Area
- 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: Luminant Mining Company LLC  
Mailing Address: 6555 Sierra Drive City/State/Zip: Irving, TX, 75039  
Phone No: Click to enter text. Email: Click to enter text.
- e. Ownership of facility: ☐ Public ☒ Private ☐ Both ☐ Federal
- f. Owner of land where treatment facility is or will be: Click to enter text.  
Prefix: Click to enter text. Full Name (Last/First Name): Click to enter text.  
or Organization Name: City of Sulphur Springs

Mailing Address: 125 South Davis Street  
75482

City/State/Zip: Sulphur Springs, TX,

Phone No: 903-885-7441

Email: mmaxwell@sulphurspringstx.org

**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: P: Property Owner Agreement

- 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: Click to enter text.

Full Name (Last/First Name): N/A

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.

☒ One-mile radius

☒ Three-miles downstream information

☒ Applicant's property boundaries

☒ Treatment facility boundaries

☒ Labeled point(s) of discharge

☒ Highlighted discharge route(s)

☐ Effluent disposal site boundaries

☒ All wastewater ponds

☐ Sewage sludge disposal site

☐ New and future construction

Attachment: F: USGS Maps and Composite Maps

- 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): Sulphur Springs

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

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

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: [Click to enter text.](#)

- 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: N/A

- k. County in which the disposal site is located: N/A

- l. For TLAPs, describe how effluent is/will be routed from the treatment facility to the disposal site: N/A

- m. For TLAPs, identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: N/A

## 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: WQ0004122000

Applicant Name: Luminant Mining Company LLC

Certification: I, Renee Collins, 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): Renee Collins

Signatory title: Sr. Director Environmental Services

Signature: *Renee Collins*  
(Use blue ink)

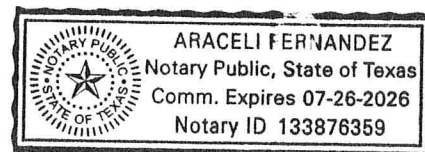
Date: 2/13/2025

Subscribed and Sworn to before me by the said Renee Collins  
on this 25<sup>th</sup> day of February, 20 25.

My commission expires on the 26<sup>th</sup> day of July, 20 26.

Araceli Fernandez  
Notary Public

[SEAL]



Dallas  
County, Texas

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



# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## ADMINISTRATIVE REPORT 1.1

The following information is required for new and amendment applications.

### Item 1. Affected Landowner Information (Instructions, Page 35)

- a. Attach a landowner map or drawing, with scale, as applicable. Check the box next to each item to confirm it has been provided.
- ☐ The applicant's property boundaries.
  - ☐ The facility site boundaries within the applicant's property boundaries.
  - ☐ The distance the buffer zone falls into adjacent properties and the property boundaries of the landowners located within the buffer zone.
  - ☐ The property boundaries of all landowners surrounding the applicant's property. (Note: if the application is a major amendment for a lignite mine, the map must include the property boundaries of all landowners adjacent to the new facility (ponds).)
  - ☐ The point(s) of discharge and highlighted discharge route(s) clearly shown for one mile downstream.
  - ☐ The property boundaries of the landowners located on both sides of the discharge route for one full stream mile downstream of the point of discharge.
  - ☐ The property boundaries of the landowners along the watercourse for a one-half mile radius from the point of discharge if the point of discharge is into a lake, bay, estuary, or affected by tides.
  - ☐ The boundaries of the effluent disposal site (e.g., irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property.
  - ☐ The property boundaries of all landowners surrounding the applicant's property boundaries where the effluent disposal site is located.
  - ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners within one-quarter mile of the applicant's property boundaries where the sewage sludge land application site is located.
  - ☐ The property boundaries of landowners within one-half mile in all directions from the applicant's property boundaries where the sewage sludge disposal site (e.g., sludge surface disposal site or sludge monofil) is located.
- Attachment: [Click to enter text.](#)
- b. Check the box next to the format of the landowners list:
- ☐ Readable/Writeable CD
  - ☐ Four sets of labels
- Attachment: [Click to enter text.](#)
- d. Provide the source of the landowners' names and mailing addresses: [Click to enter text.](#)
- e. As required by Texas Water Code § 5.115, is any permanent school fund land affected by this application?
- ☐ Yes ☐ No

If yes, provide the location and foreseeable impacts and effects this application has on the land(s): [Click to enter text.](#)

## Item 2. Original Photographs (Instructions, Page 37)

Provide original ground level photographs. Check the box next to each of the following items to indicate it is included.

- ☐ At least one original photograph of the new or expanded treatment unit location.
- ☒ At least two photographs of the existing/proposed point of discharge and as much area downstream (photo 1) and upstream (photo 2) as can be captured. If the discharge is to an open water body (e.g., lake, bay), the point of discharge should be in the right or left edge of each photograph showing the open water and with as much area on each respective side of the discharge as can be captured.
- ☐ At least one photograph of the existing/proposed effluent disposal site.
- ☐ A plot plan or map showing the location and direction of each photograph.

Attachment: [G: Outfall photos](#)

# **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:** O: SPIF



# WATER QUALITY PERMIT

## PAYMENT SUBMITTAL FORM

**Use this form to submit the Application Fee, if mailing the payment. (Instructions, Page 36-37)**

- Complete items 1 through 5 below.
- Staple the check or money order in the space provided at the bottom of this document.
- Do not mail this form with the application form.
- Do not mail this form to the same address as the application.
- Do not submit a copy of the application with this form as it could cause duplicate permit entries.

**Mail this form and the check or money order to:**

***BY REGULAR U.S. MAIL***

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

***BY OVERNIGHT/EXPRESS MAIL***

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

**Fee Code: WQP      Permit No: WQ000** [Click to enter text.](#)

1. Check or Money Order Number: [Click to enter text.](#)
2. Check or Money Order Amount: [Click to enter text.](#)
3. Date of Check or Money Order: [Click to enter text.](#)
4. Name on Check or Money Order: [Click to enter text.](#)
5. APPLICATION INFORMATION

Name of Project or Site: [Click to enter text.](#)

Physical Address of Project or Site: [Click to enter text.](#)

If the check is for more than one application, attach a list which includes the name of each Project or Site (RE) and Physical Address, exactly as provided on the application.

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

**Staple Check or Money Order in This Space**

# ATTACHMENT 1

## INDIVIDUAL INFORMATION

### Item 1. Individual information (Instructions, Page 38)

Complete this attachment if the facility applicant or co-applicant is an individual. Make additional copies of this attachment if both are individuals.

Prefix (Mr., Ms., or Miss): [Click to enter text.](#)

Full legal name (first, middle, and last): [Click to enter text.](#)

Driver's License or State Identification Number: [Click to enter text.](#)

Date of Birth: [Click to enter text.](#)

Mailing Address: [Click to enter text.](#)

City, State, and Zip Code: [Click to enter text.](#)

Phone No.: [Click to enter text.](#)

Fax No.: [Click to enter text.](#)

E-mail Address: [Click to enter text.](#)

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

# 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





# 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](#)<sup>1</sup> 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).

Lignite Surface Mining

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

See attachment I: Description of Wastewater Generating Process

---

<sup>1</sup>  
[https://www.tceq.texas.gov/permitting/wastewater/industrial/TPDES\\_industrial\\_wastewater\\_steps.html](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                     |
|----------------------------------|-----------------------------|------------------------------------|
| Lignite                          | Lignite                     | Lignite                            |
|                                  |                             |                                    |
|                                  |                             |                                    |
|                                  |                             |                                    |
| Note: This facility is a surface | mine which produces lignite | for the generation of electricity. |
| The lignite is not processed     | through a coal preparation  | plant on site.                     |
|                                  |                             |                                    |
|                                  |                             |                                    |
|                                  |                             |                                    |
|                                  |                             |                                    |
|                                  |                             |                                    |

**Attachment:** N/A

- 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:** J: Facility Map

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

☐ Yes ☒ No

If **yes**, provide background discussion: [Click to enter text.](#)

- 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: US Dept of Housing and Urban Development, Hopkins County, Panel No. 480869 0007A, 12/27/77

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:** N/A

- 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.

The primary method of treatment for mine drainage will be sedimentation. A polyelectrolyte may be added directly into the surface impoundments or metered into the influent stream to enhance the settling of suspended solids, if necessary. See attachment I: Description of Wastewater Generating Process

- 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:** [K: Water Flow Schematic](#)

## 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)                                | See    | Attachment | L:<br>Impoundment<br>Info |        |
| 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                              |        |            |                           |        |

| Parameter            | Pond # | Pond # | Pond # | Pond # |
|----------------------|--------|--------|--------|--------|
| Date of Construction |        |        |        |        |

**Attachment:** L: Impoundment Info

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:** N/A

**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:** N/A

- 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:** N/A

- 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:** N/A

## 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) |
|-------------|-------------------------------------|-----------------------------|
|             | SEE ATTACHMENT H: OUTFALL LOCATIONS |                             |
|             |                                     |                             |
|             |                                     |                             |

#### Outfall Location Description

| Outfall No. | Location Description  |
|-------------|---|
| 001 M/R,    | At the outlet weir of pond F-01 (active-mining)   |
| 002 M/R,    | At the outlet weir of pond H-01 (post-mine)   |
| 003 M/R     | At the outlet weir of pond AI-1 (post-mine)   |
| 004M/R,     | At the outlet weir of pond AI-2(post-mine)  |
| 006 M/R     | At the outlet weir of pond B-17 (post-mine)   |
| 007 M/R     | At the outlet weir of pond C-05(post-mine)  |
| 008 M/R     | At the outlet weir of pond C-06 (post-mine)   |
| 009 M/R     | Upstream of the internal haul road stormwater pond (not shown in application) spillway. See lat/long. |

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

| Outfall No.  | Description of sampling point                                   |
|--------------|---|
|              |   |
| All Outfalls | Sampling points will be at the discharge location of each pond. |
|              |   |

#### 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) |
|--------------|--------------------------------|--------------------------------|-------------------------------|-------------------------------|---------------------------------------|
| All Outfalls | Variable                       | Variable                       | Variable                      | Variable                      | Variable                              |
|              | All permitted                  | outfalls have                  | the same                      | flow info                     |                                       |
|              |                                |                                |                               |                               |                                       |
|              |                                |                                |                               |                               |                                       |

#### Outfall Discharge – Method and Measurement

| Outfall No.  | Pumped Discharge? Y/N  | Gravity Discharge? Y/N | Type of Flow Measurement Device Used |
|--------------|------------------------|------------------------|--------------------------------------|
| All outfalls | N                      | Y                      | Estimate (weir/staff gauge)          |
|              | All permitted outfalls | have the same methods  | and measurements information         |



**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) |
|--------------|-----------------------------|---------------------------|-------------------------|------------------------------|------------------------------|----------------------------|
| All outfalls | Y                           | N                         | N                       | 24                           | 30                           | 12                         |
|              | All permitted               | outfalls have             | the same                | discharge                    | flow                         | characteristics            |
|              |                             |                           |                         |                              |                              |                            |
|              |                             |                           |                         |                              |                              |                            |

**Outfall Wastestream Contributions****Outfall No. 001M-004M; 006M-009M**

| Contributing Wastestream                      | Volume (MGD) | Percent (%) of Total Flow |
|---|--------------|---------------------------|
| Active Mining Drainage                        | Variable     | Variable                  |
| Groundwater Seepage from mine pits            | Variable     | Variable                  |
| Surface Water runoff from Active Mining Areas | Variable     | Variable                  |
|   |              |                           |
|   |              |                           |
| ***Active Mine Ponds***                       |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |

**Outfall No. 001-004R; 006R-009R**

| Contributing Wastestream                  | Volume (MGD) | Percent (%) of Total Flow |
|---|--------------|---------------------------|
| Surface Water runoff from Post-Mine Areas | Variable     | Variable                  |
|   |              |                           |
| **Postmine Ponds**                        |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |
|   |              |                           |

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

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

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

## 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

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 |                 |                                  |                                  |
| Boilers        |                 |                                  |                                  |

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

## 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. |
|-------------------|-------------------------|
|                   |                         |
|                   |                         |



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

## 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:** N/A

- 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:** N/A

- 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) |
|---------------------------|-----------------------|
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |

- 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) |
|---------------------------|-----------------------|
|                           |                       |
|                           |                       |
|                           |                       |
|                           |                       |

## Item 12. Cooling Water (Instructions, Page 46)

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

☐ Yes ☒ No

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

1. 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.

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

## 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.

[Click to enter text.](#)

b. Is the facility requesting any **minor amendments** to the permit?

☐ Yes      ☒ No

If **yes**, list and describe each change individually.

[Click to enter text.](#)

c. Is the facility requesting any **minor modifications** to the permit?

☐ Yes      ☒ No

If **yes**, list and describe each change individually.

Click to enter text.

## 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: Renee Collins

Title: Sr. Environmental Director Service

Signature: 

Date: 2/13/2025



# INDUSTRIAL WASTEWATER PERMIT APPLICATION

## WORKSHEET 1.0: EPA CATEGORICAL EFFLUENT GUIDELINES

This worksheet **is required** for all applications for TPDES permits for discharges of wastewaters subject to EPA categorical effluent limitation guidelines (ELGs).

### Item 1. Categorical Industries (Instructions, Page 53)

Is this facility subject to any 40 CFR categorical ELGs outlined on page 53 of the instructions?

☒ Yes ☐ No

If **no**, this worksheet is not required. If **yes**, provide the appropriate information below.

#### 40 CFR Effluent Guideline

| Industry                          | 40 CFR Part |
|-----------------------------------|-------------|
| Coal Mining Point Source Category | 434         |
|                                   |             |
|                                   |             |
|                                   |             |
|                                   |             |
|                                   |             |
|                                   |             |
|                                   |             |

### Item 2. Production/Process Data (Instructions, Page 54)

**NOTE:** For all TPDES permit applications requesting individual permit coverage for discharges of oil and gas exploration and production wastewater (discharges into or adjacent to water in the state, falling under the Oil and Gas Extraction Effluent Guidelines – 40 CFR Part 435), see Worksheet 12.0, Item 2 instead.

#### a. Production Data

Provide appropriate data for effluent guidelines with production-based effluent limitations.

#### Production Data

| Subcategory    | Actual Quantity/Day | Design Quantity/Day | Units |
|----------------|---------------------|---------------------|-------|
| Not applicable |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |
|                |                     |                     |       |

#### b. Organic Chemicals, Plastics, and Synthetic Fibers Manufacturing Data (40 CFR Part 414)

Provide each applicable subpart and the percent of total production. Provide data for metal-bearing and cyanide-bearing wastestreams, as required by 40 CFR Part 414, Appendices A and B.

Percentage of Total Production

| Subcategory    | Percent of Total Production | Appendix A and B - Metals | Appendix A - Cyanide |
|----------------|-----------------------------|---------------------------|----------------------|
| Not applicable |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |
|                |                             |                           |                      |

c. Refineries (40 CFR Part 419)

Provide the applicable subcategory and a brief justification.

Not applicable

Item 3. Process/Non-Process Wastewater Flows (Instructions, Page 54)

Provide a breakdown of wastewater flow(s) generated by the facility, including both process and non-process wastewater flow(s). Specify which wastewater flows are to be authorized for discharge under this permit and the disposal practices for wastewater flows, excluding domestic, which are not to be authorized for discharge under this permit.

Process Wastewater: alkaline mine drainage from active mining areas, coal preparation plants and associated areas, Post-mine reclamation area, post-mining underground mine drainage

## Item 4. New Source Determination (Instructions, Page 54)

Provide a list of all wastewater-generating processes subject to EPA categorical ELGs, identify the appropriate guideline Part and Subpart, and provide the date the process/construction commenced.

### Wastewater Generating Processes Subject to Effluent Guidelines

| Process                                       | EPA Guideline Part | EPA Guideline Subpart | Date Process/<br>Construction<br>Commenced |
|---|--------------------|-----------------------|--|
| Alkaline mine drainage from active mine areas | 434                | D                     | 1975                                       |
| Post-mine reclamation areas                   | 434                | E                     | 1977                                       |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
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|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |
|   |                    |                       |  |



# 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): 1/2/2025 – 1/23/2025
- ☒ 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:** M: Lab Entities

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

#### 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.:

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant               | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|-------------------------|--------------------|--------------------|--------------------|--------------------|
| BOD (5-day)             |                    |                    |                    |                    |
| CBOD (5-day)            |                    |                    |                    |                    |
| Chemical oxygen demand  | See                | Attachment         | N: Sample          | Data               |
| Total organic carbon    |                    |                    |                    |                    |
| Dissolved oxygen        |                    |                    |                    |                    |
| Ammonia nitrogen        |                    |                    |                    |                    |
| Total suspended solids  |                    |                    |                    |                    |
| Nitrate nitrogen        |                    |                    |                    |                    |
| Total organic nitrogen  |                    |                    |                    |                    |
| Total phosphorus        |                    |                    |                    |                    |
| Oil and grease          |                    |                    |                    |                    |
| Total residual chlorine |                    |                    |                    |                    |
| Total dissolved solids  |                    |                    |                    |                    |

| Pollutant                        | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|
| Sulfate                          |                    |                    |                    |                    |
| Chloride                         |                    |                    |                    |                    |
| Fluoride                         |                    |                    |                    |                    |
| Total alkalinity (mg/L as CaCO3) |                    |                    |                    |                    |
| Temperature (°F)                 |                    |                    |                    |                    |
| pH (standard units)              |                    |                    |                    |                    |

Table 2 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant            | Sample 1<br>(µg/L) | Sample 2<br>(µg/L) | Sample 3<br>(µg/L) | Sample 4<br>(µg/L) | MAL (µg/L)   |
|----------------------|--------------------|--------------------|--------------------|--------------------|--------------|
| Aluminum, total      |                    |                    |                    |                    | 2.5          |
| Antimony, total      |                    |                    |                    |                    | 5            |
| Arsenic, total       |                    |                    |                    |                    | 0.5          |
| Barium, total        | See                | Attachment         | N: Sample          | Data               | 3            |
| Beryllium, total     |                    |                    |                    |                    | 0.5          |
| Cadmium, total       |                    |                    |                    |                    | 1            |
| Chromium, total      |                    |                    |                    |                    | 3            |
| Chromium, hexavalent |                    |                    |                    |                    | 3            |
| Chromium, trivalent  |                    |                    |                    |                    | N/A          |
| Copper, total        |                    |                    |                    |                    | 2            |
| Cyanide, available   |                    |                    |                    |                    | 2/10         |
| Lead, total          |                    |                    |                    |                    | 0.5          |
| Mercury, total       |                    |                    |                    |                    | 0.005/0.0005 |
| Nickel, total        |                    |                    |                    |                    | 2            |
| Selenium, total      |                    |                    |                    |                    | 5            |
| Silver, total        |                    |                    |                    |                    | 0.5          |
| Thallium, total      |                    |                    |                    |                    | 0.5          |
| Zinc, total          |                    |                    |                    |                    | 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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                      | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|--|---------------------|---------------------|---------------------|---------------------|----------------|
| Acrylonitrile                                  |                     |                     |                     |                     | 50             |
| Anthracene                                     |                     |                     |                     |                     | 10             |
| Benzene  |                     |                     |                     |                     | 10             |
| Benzidine                                      | See                 | Attachment          | N:<br>Sample        | Data                | 50             |
| Benzo(a)anthracene                             |                     |                     |                     |                     | 5              |
| Benzo(a)pyrene                                 |                     |                     |                     |                     | 5              |
| Bis(2-chloroethyl)ether                        |                     |                     |                     |                     | 10             |
| Bis(2-ethylhexyl)phthalate                     |                     |                     |                     |                     | 10             |
| Bromodichloromethane<br>[Dichlorobromomethane] |                     |                     |                     |                     | 10             |
| Bromoform                                      |                     |                     |                     |                     | 10             |
| Carbon tetrachloride                           |                     |                     |                     |                     | 2              |
| Chlorobenzene                                  |                     |                     |                     |                     | 10             |
| Chlorodibromomethane<br>[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<br>[1,3-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| o-Dichlorobenzene<br>[1,2-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| p-Dichlorobenzene<br>[1,4-Dichlorobenzene]     |                     |                     |                     |                     | 10             |
| 3,3'-Dichlorobenzidine                         |                     |                     |                     |                     | 5              |
| 1,2-Dichloroethane                             |                     |                     |                     |                     | 10             |



| Pollutant                                      | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|--|---------------------|---------------------|---------------------|---------------------|----------------|
| 1,1-Dichloroethene<br>[1,1-Dichloroethylene]   |                     |                     |                     |                     | 10             |
| Dichloromethane<br>[Methylene chloride]        |                     |                     |                     |                     | 20             |
| 1,2-Dichloropropane                            |                     |                     |                     |                     | 10             |
| 1,3-Dichloropropene<br>[1,3-Dichloropropylene] |                     |                     |                     |                     | 10             |
| 2,4-Dimethylphenol                             | See                 | Attachment          | N:<br>Sample        | Data                | 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)<br>(**)       |                     |                     |                     |                     | 0.2            |
| Pyridine                                       |                     |                     |                     |                     | 20             |
| 1,2,4,5-Tetrachlorobenzene                     |                     |                     |                     |                     | 20             |
| 1,1,2,2-Tetrachloroethane                      |                     |                     |                     |                     | 10             |
| Tetrachloroethene<br>[Tetrachloroethylene]     |                     |                     |                     |                     | 10             |
| Toluene  |                     |                     |                     |                     | 10             |
| 1,1,1-Trichloroethane                          |                     |                     |                     |                     | 10             |
| 1,1,2-Trichloroethane                          |                     |                     |                     |                     | 10             |
| Trichloroethene<br>[Trichloroethylene]         |                     |                     |                     |                     | 10             |

| Pollutant                    | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|------------------------------|---------------------|---------------------|---------------------|---------------------|----------------|
| 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.: **Click to enter text.**

Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                     | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(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           |
| Diuron                        |                     |                     |                     |                     | 0.090          |
| Endosulfan I ( <i>alpha</i> ) |                     |                     |                     |                     | 0.01           |



| Pollutant   | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L)* |
|---|---------------------|---------------------|---------------------|---------------------|----------------|
| Endosulfan II ( <i>beta</i> )                       |                     |                     |                     |                     | 0.02           |
| Endosulfan sulfate                                  |                     |                     |                     |                     | 0.1            |
| Endrin  |                     |                     |                     |                     | 0.02           |
| Guthion<br>[Azinphos methyl]                        |                     |                     |                     |                     | 0.1            |
| Heptachlor  |                     |                     |                     |                     | 0.01           |
| Heptachlor epoxide                                  |                     |                     |                     |                     | 0.01           |
| Hexachlorocyclohexane<br>( <i>alpha</i> )           |                     |                     |                     |                     | 0.05           |
| Hexachlorocyclohexane<br>( <i>beta</i> )            |                     |                     |                     |                     | 0.05           |
| Hexachlorocyclohexane<br>( <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.: [Click to enter text.](#)

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 type="checkbox"/> |                 |                 |                 |                 | 400         |
| Color (PCU)                   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | —           |
| Nitrate-Nitrite (as N)        | <input type="checkbox"/> | <input type="checkbox"/> | See             | Attachment      | N: Sample       | Data            | —           |
| Sulfide (as S)                | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | —           |
| Sulfite (as SO <sub>3</sub> ) | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | —           |
| Surfactants                   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | —           |
| Boron, total                  | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 20          |
| Cobalt, total                 | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 0.3         |
| Iron, total                   | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 7           |
| Magnesium, total              | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 20          |
| Manganese, total              | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 0.5         |
| Molybdenum, total             | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 1           |
| Tin, total                    | <input type="checkbox"/> | <input type="checkbox"/> |                 |                 |                 |                 | 5           |
| Titanium, total               | <input type="checkbox"/> | <input 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 checked="" 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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(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<br>[Bromodichloromethane]           |                     |                     |                     |                     | 10            |
| 1,1-Dichloroethane                                       |                     |                     |                     |                     | 10            |
| 1,2-Dichloroethane                                       |                     |                     |                     |                     | 10            |
| 1,1-Dichloroethylene<br>[1,1-Dichloroethene]             |                     |                     |                     |                     | 10            |
| 1,2-Dichloropropane                                      |                     |                     |                     |                     | 10            |
| 1,3-Dichloropropylene<br>[1,3-Dichloropropene]           |                     |                     |                     |                     | 10            |
| Ethylbenzene   |                     |                     |                     |                     | 10            |
| Methyl bromide [Bromomethane]                            |                     |                     |                     |                     | 50            |
| Methyl chloride [Chloromethane]                          |                     |                     |                     |                     | 50            |
| Methylene chloride<br>[Dichloromethane]                  |                     |                     |                     |                     | 20            |
| 1,1,2,2-Tetrachloroethane                                |                     |                     |                     |                     | 10            |
| Tetrachloroethylene<br>[Tetrachloroethene]               |                     |                     |                     |                     | 10            |
| Toluene  |                     |                     |                     |                     | 10            |
| 1,2-Trans-dichloroethylene<br>[1,2-Trans-dichloroethene] |                     |                     |                     |                     | 10            |
| 1,1,1-Trichloroethane                                    |                     |                     |                     |                     | 10            |

| Pollutant                              | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| 1,1,2-Trichloroethane                  |                     |                     |                     |                     | 10            |
| Trichloroethylene<br>[Trichloroethene] |                     |                     |                     |                     | 10            |
| Vinyl chloride                         |                     |                     |                     |                     | 10            |

\* Indicate units if different from µg/L.

Table 9 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant             | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(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.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                       | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|---|---------------------|---------------------|---------------------|---------------------|---------------|
| Acenaphthene                                    |                     |                     |                     |                     | 10            |
| Acenaphthylene                                  |                     |                     |                     |                     | 10            |
| Anthracene                                      |                     |                     |                     |                     | 10            |
| Benzidine                                       |                     |                     |                     |                     | 50            |
| Benzo(a)anthracene                              |                     |                     |                     |                     | 5             |
| Benzo(a)pyrene                                  |                     |                     |                     |                     | 5             |
| 3,4-Benzofluoranthene<br>[Benzo(b)fluoranthene] |                     |                     |                     |                     | 10            |
| Benzo(ghi)perylene                              |                     |                     |                     |                     | 20            |
| Benzo(k)fluoranthene                            |                     |                     |                     |                     | 5             |
| Bis(2-chloroethoxy)methane                      |                     |                     |                     |                     | 10            |
| Bis(2-chloroethyl)ether                         |                     |                     |                     |                     | 10            |
| Bis(2-chloroisopropyl)ether                     |                     |                     |                     |                     | 10            |

| <b>Pollutant</b>                           | <b>Sample 1<br/>(µg/L)*</b> | <b>Sample 2<br/>(µg/L)*</b> | <b>Sample 3<br/>(µg/L)*</b> | <b>Sample 4<br/>(µg/L)*</b> | <b>MAL<br/>(µg/L)</b> |
|--|-----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------|
| 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<br>[o-Dichlorobenzene] |                             |                             |                             |                             | 10                    |
| 1,3-Dichlorobenzene<br>[m-Dichlorobenzene] |                             |                             |                             |                             | 10                    |
| 1,4-Dichlorobenzene<br>[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<br>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                    |
| N-Nitrosodi-n-propylamine                  |                             |                             |                             |                             | 20                    |
| N-Nitrosodiphenylamine                     |                             |                             |                             |                             | 20                    |
| Phenanthrene                               |                             |                             |                             |                             | 10                    |



| Pollutant              | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|------------------------|---------------------|---------------------|---------------------|---------------------|---------------|
| Pyrene                 |                     |                     |                     |                     | 10            |
| 1,2,4-Trichlorobenzene |                     |                     |                     |                     | 10            |

\* Indicate units if different from µg/L.

Table 11 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                  | Sample 1<br>(µg/L)* | Sample 2<br>(µg/L)* | Sample 3<br>(µg/L)* | Sample 4<br>(µg/L)* | MAL<br>(µg/L) |
|--|---------------------|---------------------|---------------------|---------------------|---------------|
| Aldrin                                     |                     |                     |                     |                     | 0.01          |
| alpha-BHC<br>[alpha-Hexachlorocyclohexane] |                     |                     |                     |                     | 0.05          |
| beta-BHC<br>[beta-Hexachlorocyclohexane]   |                     |                     |                     |                     | 0.05          |
| gamma-BHC<br>[gamma-Hexachlorocyclohexane] |                     |                     |                     |                     | 0.05          |
| delta-BHC<br>[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           |
| 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: [Click to enter text.](#)

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: [Click to enter text.](#)

If **yes** to either Items a **or** b, complete Table 12 as instructed.

Table 12 for Outfall No.: [Click to enter text.](#) 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        |
| 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        |

| Compound | Toxicity Equivalent Factors | Wastewater Concentration (ppq) | Wastewater Toxicity Equivalents (ppq) | Sludge Concentration (ppt) | Sludge Toxicity Equivalents (ppt) | MAL (ppq) |
|----------|-----------------------------|--------------------------------|---------------------------------------|----------------------------|-----------------------------------|-----------|
| 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.: [Click to enter text.](#) 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 3.0: LAND APPLICATION OF EFFLUENT

This worksheet **is required** for all applications for a permit to disposal of wastewater by land application (i.e., TLAP)).

## Item 1. Type of Disposal System (Instructions, Page 69)

Check the box next to the type of land disposal requested by this application:

- |  |   |
|--|---|
| <input type="checkbox"/> Irrigation              | <input type="checkbox"/> Subsurface application                               |
| <input type="checkbox"/> Evaporation             | <input type="checkbox"/> Subsurface soils absorption                          |
| <input type="checkbox"/> Evapotranspiration beds | <input type="checkbox"/> Surface application                                  |
| <input type="checkbox"/> Drip irrigation system  | <input type="checkbox"/> Other, specify: <a href="#">Click to enter text.</a> |

## Item 2. Land Application Area (Instructions, Page 69)

### Land Application Area Information

| Effluent Application<br>(gallons/day) | Irrigation Acreage<br>(acres) | Describe land use &<br>indicate type(s) of crop(s) | Public Access?<br>(Y/N) |
|---------------------------------------|-------------------------------|--|-------------------------|
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |
|                                       |                               |  |                         |

## Item 3. Annual Cropping Plan (Instructions, Page 69)

Attach the required cropping plan that includes each of the following:

- Cool and warm season plant species
- Breakdown of acreage and percent of total acreage for each crop
- Crop growing season
- Harvesting method/number of harvests
- Minimum/maximum harvest height
- Crop yield goals
- Soils map
- Nitrogen requirements per crop
- Additional fertilizer requirements
- Supplemental watering requirements
- Crop salt tolerances
- Justification for not removing existing vegetation to be irrigated

**Attachment:**

## Item 4. Well and Map Information (Instructions, Page 70)

- a. Check each box to confirm the required information is shown and labeled on the attached USGS map:

- ☐ The exact boundaries of the land application area
- ☐ On-site buildings
- ☐ Waste-disposal or treatment facilities
- ☐ Effluent storage and tailwater control facilities
- ☐ Buffer zones
- ☐ All surface waters in the state onsite and within 500 feet of the property boundaries
- ☐ All water wells within ½-mile of the disposal site, wastewater ponds, or property boundaries
- ☐ All springs and seeps onsite and within 500 feet of the property boundaries

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

- b. List and cross reference all water wells located on or within 500 feet of the disposal site, wastewater ponds, or property boundaries in the following table. Attach additional pages as necessary to include all of the wells.

**Well and Map Information Table**

| Well ID | Well Use | Producing?<br>Y/N/U | Open, cased, capped,<br>or plugged? | Proposed Best<br>Management Practice |
|---------|----------|---------------------|-------------------------------------|--------------------------------------|
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |
|         |          |                     |                                     |                                      |

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

- c. Groundwater monitoring wells or lysimeters are/will be installed around the land application site or wastewater ponds.

☐ Yes      ☐ No

If **yes**, provide the existing/proposed location of the monitoring wells or lysimeters on the site map attached for Item 4.a. Additionally, attach information on the depth of the wells or lysimeters, sampling schedule, and monitoring parameters for TCEQ review, possible modification, and approval.

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

- d. Attach a short groundwater technical report using *30 TAC § 309.20(a)(4)* as guidance.

Attachment:

## Item 5. Soil Map and Soil Information (Instructions, Page 71)

Check each box to confirm that the following information is attached:

- ☐ USDA NRCS Soil Survey Map depicting the area to be used for land application with the locations identified by fields and crops.
- ☐ Breakdown of acreage and percent of total acreage for each soil type.
- ☐ Copies of laboratory soil analyses. **Attachment:** [Click to enter text.](#)

### Item 6. Effluent Monitoring Data (Instructions, Page 72)

- a. Completion of Table 14 **is required** for all **renewal** and **major amendment** applications. Complete the table with monitoring data for the previous two years for all parameters regulated in the current permit. An additional table has been provided with blank headers for parameters regulated in the current permit which are not listed in Table 14.

Table 14 for Outfall No.:  Samples are (check one): ☐ Composite ☐ Grab

[illegible]





## Item 7. Pollutant Analysis (Instructions, Page 72)

- 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): [Click to enter text.](#)
- ☐ Check the box to confirm all samples were collected no more than 12 months prior to the date of application submittal.
- Complete Tables 15 and 16.

Table 15 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant                                     | Sample 1<br>(mg/L) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|---|--------------------|--------------------|--------------------|--------------------|
| BOD (5-day)                                   |                    |                    |                    |                    |
| CBOD (5-day)                                  |                    |                    |                    |                    |
| Chemical oxygen demand                        |                    |                    |                    |                    |
| Total organic carbon                          |                    |                    |                    |                    |
| Dissolved oxygen                              |                    |                    |                    |                    |
| Ammonia nitrogen                              |                    |                    |                    |                    |
| Total suspended solids                        |                    |                    |                    |                    |
| Nitrate nitrogen                              |                    |                    |                    |                    |
| Total organic nitrogen                        |                    |                    |                    |                    |
| Total phosphorus                              |                    |                    |                    |                    |
| Oil and grease                                |                    |                    |                    |                    |
| Total residual chlorine                       |                    |                    |                    |                    |
| Total dissolved solids                        |                    |                    |                    |                    |
| Sulfate                                       |                    |                    |                    |                    |
| Chloride                                      |                    |                    |                    |                    |
| Fluoride                                      |                    |                    |                    |                    |
| Total alkalinity (mg/L as CaCO <sub>3</sub> ) |                    |                    |                    |                    |
| Temperature (°F)                              |                    |                    |                    |                    |
| pH (standard units)                           |                    |                    |                    |                    |

Table 16 for Outfall No.: [Click to enter text.](#) Samples are (check one): ☐ Composite ☐ Grab

| Pollutant        | Sample 1<br>(µg/L) | Sample 2<br>(µg/L) | Sample 3<br>(µg/L) | Sample 4<br>(µg/L) | MAL (µg/L) |
|------------------|--------------------|--------------------|--------------------|--------------------|------------|
| Aluminum, total  |                    |                    |                    |                    | 2.5        |
| Antimony, total  |                    |                    |                    |                    | 5          |
| Arsenic, total   |                    |                    |                    |                    | 0.5        |
| Barium, total    |                    |                    |                    |                    | 3          |
| Beryllium, total |                    |                    |                    |                    | 0.5        |

| <b>Pollutant</b>     | <b>Sample 1<br/>(µg/L)</b> | <b>Sample 2<br/>(µg/L)</b> | <b>Sample 3<br/>(µg/L)</b> | <b>Sample 4<br/>(µg/L)</b> | <b>MAL (µg/L)</b> |
|----------------------|----------------------------|----------------------------|----------------------------|----------------------------|-------------------|
| Cadmium, total       |                            |                            |                            |                            | 1                 |
| Chromium, total      |                            |                            |                            |                            | 3                 |
| Chromium, hexavalent |                            |                            |                            |                            | 3                 |
| Chromium, trivalent  |                            |                            |                            |                            | N/A               |
| Copper, total        |                            |                            |                            |                            | 2                 |
| Cyanide, available   |                            |                            |                            |                            | 2/10              |
| Lead, total          |                            |                            |                            |                            | 0.5               |
| Mercury, total       |                            |                            |                            |                            | 0.005/0.0005      |
| Nickel, total        |                            |                            |                            |                            | 2                 |
| Selenium, total      |                            |                            |                            |                            | 5                 |
| Silver, total        |                            |                            |                            |                            | 0.5               |
| Thallium, total      |                            |                            |                            |                            | 0.5               |
| Zinc, total          |                            |                            |                            |                            | 5.0               |



# 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: [Click to enter text.](#)
2. The distance and direction from the outfall to the drinking water supply intake: [Click to enter text.](#)

- 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: Rock Creek – 001-004M/R; 006-009M/R
- 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: White Oak Creek
- 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: Intermittent streams. At dry periods of the year there is no water

Date and time of observation: January 2025

- 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 checked="" type="checkbox"/> agricultural runoff | <input type="checkbox"/> septic tanks   |
| <input type="checkbox"/> upstream discharges            | <input type="checkbox"/> other, specify: <a href="#">Click to enter text.</a> |

- b. Uses of water body observed or evidence of such uses (check all that apply):

|  |   |
|--|---|
| <input checked="" 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: <a href="#">Click to enter text.</a> |

- 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





Attachment A

Copy of Application Submittal Fee

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

## TCEQ ePay Receipt

### Transaction Information

**Trace Number:** 582EA000648610  
**Date:** 02/03/2025 10:55 AM  
**Payment Method:** CC - Authorization 0000069004  
**ePay Actor:** BRYANT LE  
**TCEQ Amount:** \$1,215.00  
**Texas.gov Price::** \$1,242.59\*

\* This service is provided by Texas.gov, the official website of Texas. The price of this service includes funds that support the ongoing operations and enhancements of Texas.gov, which is provided by a third party in partnership with the State.

### Payment Contact Information

**Name:** TISH GOODSPEED  
**Company:** LUMINANT MINING COMPANY LLC  
**Address:** 6555 SIERRA DRIVE, IRVING, TX 75039  
**Phone:** 214-875-8654

### Cart Items

| Voucher | Fee Description  | AR Number           | Amount            |
|---------|--|---------------------|-------------------|
| 746274  | WW PERMIT - MINOR FACILITY SUBJECT TO 40 CFR 400-471 - RENEWAL |                     | \$1,200.00        |
| 746275  | 30 TAC 305.53B WQ RENEWAL NOTIFICATION FEE                     |                     | \$15.00           |
|         |  | <b>TCEQ Amount:</b> | <b>\$1,215.00</b> |




|  |  |   |  |   |
|--|--|---|--|---|
| <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:                     |
|  | TPDES 04122                                    |   |  |   |

## SECTION IV: Preparer Information

|                             |                      |                       |                           |
|-----------------------------|----------------------|-----------------------|---------------------------|
| <b>40. Name:</b>            | Bryant Le            | <b>41. Title:</b>     | Environmental Specialist  |
| <b>42. Telephone Number</b> | <b>43. Ext./Code</b> | <b>44. Fax Number</b> | <b>45. E-Mail Address</b> |
| ( 817 ) 901-0691            |                      | (   ) -               | bryant.le@vistracorp.com  |

## SECTION V: Authorized Signature

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

|                         |   |                   |                                     |
|-------------------------|---|-------------------|-------------------------------------|
| <b>Company:</b>         | Renee Collins   | <b>Job Title:</b> | Sr. Director Environmental Services |
| <b>Name (In Print):</b> | Renee Collins   | <b>Phone:</b>     | ( 214 ) 875- 8338                   |
| <b>Signature:</b>       |  | <b>Date:</b>      | 2/13/2025                           |

Attachment B

Core Data Form

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



# 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

|   |   |   |
|---|---|---|
| <b>1. Reason for Submission</b> (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                          |
| <b>2. Customer Reference Number</b> (if issued)   | <a href="#">Follow this link to search for CN or RN numbers in Central Registry**</a> | <b>3. Regulated Entity Reference Number</b> (if issued) |
| CN 603263773  |   | RN 102806189  |

## SECTION II: Customer Information

|   |  |  |  |   |  |
|---|--|--|--|---|--|
| <b>4. General Customer Information</b>  |  | <b>5. Effective Date for Customer Information Updates</b> (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>         |  |  |  |   |  |
| <b>6. Customer Legal Name</b> (If an individual, print last name first: eg: Doe, John)  |  |  |  | <i>If new Customer, enter previous Customer below:</i>              |  |
| Luminant Mining Company LLC   |  |  |  |   |  |
| <b>7. TX SOS/CPA Filing Number</b>  |  | <b>8. TX State Tax ID</b> (11 digits)                                  |  | <b>9. Federal Tax ID</b> (9 digits)                                 | <b>10. DUNS Number</b> (if applicable)   |
| 800878300   |  | 17529678215  |  | 752967821   |  |
| <b>11. Type of Customer:</b>  |  | <input checked="" type="checkbox"/> Corporation                        |  | <input type="checkbox"/> Individual                                 | Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited |
| Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other |  | <input type="checkbox"/> Sole Proprietorship                           |  | <input type="checkbox"/> Other:                                     |  |
| <b>12. Number of Employees</b>  |  |  |  | <b>13. Independently Owned and Operated?</b>                        |  |
| <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 |  |
| <b>14. Customer Role</b> (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  |  |  |  |   |  |
| <b>15. Mailing Address:</b>   |  | 6555 Sierra Drive  |  |   |  |
| City  |  | Irving   |  | State   | TX   |
| ZIP   |  | 75039  |  | ZIP + 4   |  |
| <b>16. Country Mailing Information</b> (if outside USA)   |  |  |  | <b>17. E-Mail Address</b> (if applicable)                           |  |
|   |  |  |  | Renee.collins@luminant.com  |  |
| <b>18. Telephone Number</b>   |  | <b>19. Extension or Code</b>   |  | <b>20. Fax Number</b> (if applicable)                               |  |
|   |  |  |  |   |  |



|       |  |       |
|-------|--|-------|
| ( ) - |  | ( ) - |
|-------|--|-------|

### SECTION III: Regulated Entity Information

|  |         |  |       |  |     |  |         |
|--|---------|--|-------|--|-----|--|---------|
| <b>21. General Regulated Entity Information</b> <i>(If 'New Regulated Entity' is selected, a new permit application is also required.)</i>                             |         |  |       |  |     |  |         |
| <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>      |         |  |       |  |     |  |         |
| <b>22. Regulated Entity Name</b> <i>(Enter name of the site where the regulated action is taking place.)</i>   |         |  |       |  |     |  |         |
| Monticello-Thermo Lignite Mining Area  |         |  |       |  |     |  |         |
| <b>23. Street Address of the Regulated Entity:</b><br><br><i>(No PO Boxes)</i>   |         |  |       |  |     |  |         |
|  |         |  |       |  |     |  |         |
|  | City    |  | State |  | ZIP |  | ZIP + 4 |
| <b>24. County</b>  | Hopkins |  |       |  |     |  |         |

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

|  |  |         |  |  |  |                         |         |
|--|--|---------|--|--|--|-------------------------|---------|
| <b>25. Description to Physical Location:</b>   | Entrance to facility is at intersection of FM 1870 and CR 2309 |         |  |  |  |                         |         |
| <b>26. Nearest City</b>  |  |         |  |  | <b>State</b>                                       | <b>Nearest ZIP Code</b> |         |
| Sulphur Springs  |  |         |  | TX   |  | 75482                   |         |
| <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> |  |         |  |  |  |                         |         |
| <b>27. Latitude (N) In Decimal:</b>  |  |         |  | <b>28. Longitude (W) In Decimal:</b>         |  |                         |         |
| Degrees  | Minutes  | Seconds | Degrees  | Minutes                                      | Seconds  |                         |         |
| 33   | 05   | 49      | 95   | 32   | 56   |                         |         |
| <b>29. Primary SIC Code</b><br>(4 digits)  | <b>30. Secondary SIC Code</b><br>(4 digits)                    |         | <b>31. Primary NAICS Code</b><br>(5 or 6 digits) |  | <b>32. Secondary NAICS Code</b><br>(5 or 6 digits) |                         |         |
| 1221   |  |         | 212111   |  |  |                         |         |
| <b>33. What is the Primary Business of this entity?</b> <i>(Do not repeat the SIC or NAICS description.)</i>   |  |         |  |  |  |                         |         |
| Lignite Coal Mining  |  |         |  |  |  |                         |         |
| <b>34. Mailing Address:</b>  | Luminant Mining Company LLC c/o Environmental Services         |         |  |  |  |                         |         |
|  | 6555 Sierra Drive  |         |  |  |  |                         |         |
|  | City   | Irving  | State  | TX   | ZIP  | 75039                   | ZIP + 4 |
| <b>35. E-Mail Address:</b>   |  |         |  |  |  |                         |         |
| <b>36. Telephone Number</b>  | <b>37. Extension or Code</b>                                   |         |  | <b>38. Fax Number</b> <i>(if applicable)</i> |  |                         |         |
| ( ) -  |  |         |  | ( ) -  |  |                         |         |

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



Vistra Corp.  
6555 Sierra Drive  
Irving, TX 75039

O 214-875-8996

Texas Commission on Environmental Quality  
12100 Park 35 Circle  
Austin, Texas 78753

**Re: Delegation of Administrative Authority for Vistra Corp.**

This letter confirms the signatory authority for environmental matters related to the subsidiary entities of Vistra Operations Company LLC, which is a subsidiary of Vistra Corp.

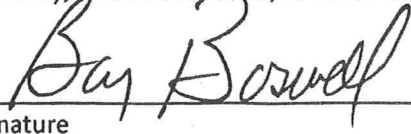
Vistra Operations Company LLC hereby authorizes Renee Collins, Senior Director – Environmental Services, to act in the following capacities as it relates to administrative issues related to the below listed subsidiaries: Authorized Responsible Official and Alternate Designated Representative; as well, Ms. Collins has signatory authority for all air, water and waste permitting activities, and for water rights and water quality regulatory submissions. Those subsidiaries for which Ms. Collins has signatory authority are: Luminant Mining Company LLC, Luminant Generation Company LLC, La Frontera Holdings, LLC, Sandow Power Company LLC, Oak Grove Management Company LLC, Coletto Creek Power, LLC, Brightside Solar, LLC, Emerald Grove, LLC, and Core Solar SPV I, LLC.

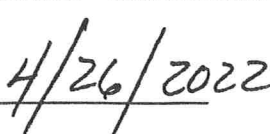
Vistra Operations Company LLC hereby authorizes Renee Collins, Senior Director – Environmental Services, to act in the following capacities as it relates to administrative issues related to the below listed Vistra Corp. subsidiaries: Duly Authorized Representative and Alternate Designated Representative; as well, Ms. Collins has signatory authority for all air, water and waste permitting activities, and for water rights and water quality regulatory submissions. Those subsidiaries for which Ms. Collins has signatory authority are: Ennis Power Company LLC, Hays Energy, LLC and Midlothian Energy, LLC.

Vistra Operations Company LLC hereby authorizes Renee Collins, Senior Director – Environmental Services, to act in the following capacities as it relates to administrative issues related to the below listed Vistra Corp. subsidiaries: Alternate Designated Representative; as well, Ms. Collins has signatory authority for all air, water and waste permitting activities, and for water rights and water quality regulatory submissions. Those subsidiaries for which Ms. Collins has signatory authority are: Wise County Power Company, LLC.

This delegation of authority is effective as of April 22, 2022, supersedes all previous delegations for this responsibility, and is valid until revoked or revised by Vistra Operations Company LLC.

*I, Barry Boswell, being Executive Vice President—Generation Operations and Services of Vistra Operations Company LLC, the parent company to each of the above listed entities, and designee in charge of business functions, policy or decision-making functions for solar, battery, and fossil operations, hereby delegate authority, as detailed herein, to Renee Collins, Senior Director – Environmental Services.*

  
Signature

  
Date

cc: David Mitchell – Senior Counsel

Attachment C

Plain Language Summary

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000





## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

# PLAIN LANGUAGE SUMMARY FOR TPDES OR TLAP PERMIT APPLICATIONS

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

Applicants should use this template to develop a plain language summary as required by [Title 30, Texas Administrative Code \(30 TAC\), Chapter 39, Subchapter H](#). Applicants may modify the template as necessary to accurately describe their facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how the applicant will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements.

If you are subject to the alternative language notice requirements in [30 TAC Section 39.426](#), **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package.** For your convenience, a Spanish template has been provided below.

#### ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS

##### **Industrial** WASTEWATER/STORMWATER

*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 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.*

Luminant Mining Company LLC (CN603271016) operates Monitcello-Thermo Lignite Mining Area (RN103013892), a surface mining facility. The facility is located at State Highway (SH) 11 approximately 2.3 miles south east of the intersection of SH 11 and Interstate Highway (IH) 30, in , Hopkins County, Texas 75482. Wastewaters from this facility are discharged to ponds; thence to unnamed tributaries of Rock Creek and/or Rock Creek; thence to White Oak Creek; thence to the Sulphur/South Sulphur River in Segment 0303 of the Sulphur River Basin.

Discharges from the facility are expected to contain drainage, groundwater from mine pits and runoff from active and post-mine area. Wastewater produced at the facility consists of mine drainage, surface water runoff from active mining areas and post mine runoff and is treated by A polyelectrolyte may be added directly into the surface impoundments or metered into the influent stream to enhance the settlings of suspended solids, if necessary. The treated wastewater will be discharged to the receiving streams via appropriate outfalls.

**PLANTILLA EN ESPAÑOL PARA SOLICITUDES  
NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP**

**AGUAS RESIDUALES Industriales /AGUAS PLUVIALES**

*El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.*

Luminant Mining Company LLC (CN6032710016) opera Monticello-Thermo Lignite Mining Area RN103013892, una instalación de minería a cielo abierto. La instalación está ubicada en la autopista estatal (SH) 11, aproximadamente a 2,3 millas al sureste de la intersección de la SH 11 y la autopista interestatal (IH) 30, en el Condado de Hopkins, Texas 75482. Las aguas residuales de esta instalación se descargan en estanques; de allí a afluentes sin nombre de Rock Creek y/o Rock Creek; de allí a White Oak Creek; de allí al río Sulphur/South Sulphur en el segmento 0303 de la cuenca del río Sulphur.

Se espera que las descargas de la instalación contengan drenaje, agua subterránea de pozos mineros y agua de pozos de drenaje. Las aguas residuales producidas en la instalación consisten en drenaje de la mina, escorrentía de aguas superficiales de áreas mineras activas y escorrentía posterior a la minería y se tratan mediante sedimentación. Se puede agregar un polielectrolito directamente a los estanques de sedimentación de sólidos en suspensión. Algunos estanques de aguas residuales tienen sumideros de clarificación asociados que no reciben escorrentía directa, pero sirven para tratar lotes de aguas residuales que se bombean hacia ellos desde los estanques. Las aguas residuales tratadas serán vertidas al río receptor mediante emisarios adecuados.



## INSTRUCTIONS

1. Enter the name of applicant in this section. The applicant name should match the name associated with the customer number.
2. Enter the Customer Number in this section. Each Individual or Organization is issued a unique 11-digit identification number called a CN (e.g. CN123456789).
3. Choose “operates” in this section for existing facility applications or choose “proposes to operate” for new facility applications.
4. Enter the name of the facility in this section. The facility name should match the name associated with the regulated entity number.
5. Enter the Regulated Entity number in this section. Each site location is issued a unique 11-digit identification number called an RN (e.g. RN123456789).
6. Choose the appropriate article (a or an) to complete the sentence.
7. Enter a description of the facility in this section. For example: steam electric generating facility, nitrogenous fertilizer manufacturing facility, etc.
8. Choose “is” for an existing facility or “will be” for a new facility.
9. Enter the location of the facility in this section.
10. Enter the City nearest the facility in this section.
11. Enter the County nearest the facility in this section.
12. Enter the zip code for the facility address in this section.
13. Enter a summary of the application request in this section. For example: renewal to discharge 25,000 gallons per day of treated domestic wastewater, new application to discharge process wastewater and stormwater on an intermittent and flow-variable basis, or major amendment to reduce monitoring frequency for pH, etc. If more than one outfall is included in the application, provide applicable information for each individual outfall.
14. List all pollutants expected in the discharge from this facility in this section. If applicable, refer to the pollutants from any federal numeric effluent limitations that apply to your facility.
15. Enter the discharge types from your facility in this section (e.g., stormwater, process wastewater, once through cooling water, etc.)
16. Choose the appropriate verb tense to complete the sentence.
17. Enter a description of the wastewater treatment used at your facility. Include a description of each process, starting with initial treatment and finishing with the outfall/point of disposal. Use additional lines for individual discharge types if necessary.

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](mailto:WQ-ARPTeam@tceq.texas.gov) or by phone at (512) 239-4671.

## Example

### Individual Industrial Wastewater Application

*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 TAC 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.*

ABC Corporation (CN600000000) operates the Starr Power Station (RN10000000000), a two-unit gas-fired electric generating facility. Unit 1 has a generating capacity of 393 megawatts (MWs) and Unit 2 has a generating capacity of 528 MWs. The facility is located at 1356 Starr Street, near the City of Austin, Travis County, Texas 78753.

This application is for a renewal to discharge 870,000,000 gallons per day of once through cooling water, auxiliary cooling water, and also authorizes the following waste streams monitored inside the facility (internal outfalls) before it is mixed with the other wastewaters authorized for discharge via main Outfall 001, referred to as “previously monitored effluents” (low-volume wastewater, metal-cleaning waste, and stormwater (from diked oil storage area yards and storm drains)) via Outfall 001. Low-volume waste sources, metal-cleaning waste, and stormwater drains on a continuous and flow-variable basis via internal Outfall 101.

The discharge of once through cooling water via Outfall 001 and low-volume waste and metal-cleaning waste via Outfall 101 from this facility is subject to federal effluent limitation guidelines at 40 CFR Part 423. The pollutants expected from these discharges based on 40 CFR Part 423 are: free available chlorine, total residual chlorine, total suspended solids, oil and grease, total iron, total copper, and pH. Temperature is also expected from these discharges. Additional potential pollutants are included in the Industrial Wastewater Application Technical Report, Worksheet 2.0.

Cooling water and boiler make-up water are supplied by Lake Starr Reservoir. The City of Austin municipal water plant (CN600000000, PWS 00000) supplies the facility’s potable water and serves as an alternate source of boiler make-up water. Water from the Lake Starr Reservoir is withdrawn at the intake structure and treated with sodium hypochlorite to prevent biofouling and sodium bromide as a chlorine enhancer to improve efficacy and then passed through condensers and auxiliary equipment on a once-through basis to cool equipment and condense exhaust steam.

Low-volume wastewater from blowdown of boiler Units 1 and 2 and metal-cleaning wastes receive no treatment prior to discharge via Outfall 101. Plant floor and equipment drains and stormwater runoff from diked oil storage areas, yards, and storm drains are routed through an oil and water separator prior to discharge via Outfall 101. Domestic wastewater, blowdown, and backwash water from the service water filter, clarifier, and sand filter are routed to the Starr Creek Domestic Sewage Treatment Plant, TPDES Permit No. WQ0010000001, for treatment and disposal. Metal-cleaning waste from equipment cleaning is generally disposed of off-site.

Attachment D

Public Involvement Plan

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000





Texas Commission on Environmental Quality

## Public Involvement Plan Form for Permit and Registration Applications

The Public Involvement Plan is intended to provide applicants and the agency with information about how public outreach will be accomplished for certain types of applications in certain geographical areas of the state. It is intended to apply to new activities; major changes at existing plants, facilities, and processes; and to activities which are likely to have significant interest from the public. This preliminary screening is designed to identify applications that will benefit from an initial assessment of the need for enhanced public outreach.

All applicable sections of this form should be completed and submitted with the permit or registration application. For instructions on how to complete this form, see TCEQ-20960-inst.

### Section 1. Preliminary Screening

- ☒ New Permit or Registration Application  
☐ New Activity – modification, registration, amendment, facility, etc. (see instructions)

**If neither of the above boxes are checked, completion of the form is not required and does not need to be submitted.**

### Section 2. Secondary Screening

- ☒ Requires public notice,  
☐ Considered to have significant public interest, and  
☒ Located within any of the following geographical locations:

- Austin
- Dallas
- Fort Worth
- Houston
- San Antonio
- West Texas
- Texas Panhandle
- Along the Texas/Mexico Border
- Other geographical locations should be decided on a case-by-case basis

**If all the above boxes are not checked, a Public Involvement Plan is not necessary.  
Stop after Section 2 and submit the form.**

- ☒ Public Involvement Plan not applicable to this application. Provide **brief** explanation.

A Public Involvement Plan may not be applicable for this application because there has been no prior public interest or issues related to previous TPDES permit renewals with the Texas Commission on Environmental Quality (TCEQ) or renewals of the Surface Mining Permit with Railroad Commission of Texas. The mine site currently is in the reclamation phase and there will not be an increase in wastewater that would impact the public that would warrant a formal public involvement plan other than what is required in the TPDES renewal process.

### Section 3. Application Information

#### Type of Application (check all that apply):

Air ☐ Initial ☐ Federal ☐ Amendment ☐ Standard Permit ☐ Title V  
Waste ☐ Municipal Solid Waste ☐ Industrial and Hazardous Waste ☐ Scrap Tire  
☐ Radioactive Material Licensing ☐ Underground Injection Control

#### Water Quality

☐ Texas Pollutant Discharge Elimination System (TPDES)  
☐ Texas Land Application Permit (TLAP)  
☐ State Only Concentrated Animal Feeding Operation (CAFO)  
☐ Water Treatment Plant Residuals Disposal Permit  
☐ Class B Biosolids Land Application Permit  
☐ Domestic Septage Land Application Registration

#### Water Rights New Permit

☐ New Appropriation of Water  
☐ New or existing reservoir

#### Amendment to an Existing Water Right

☐ Add a New Appropriation of Water  
☐ Add a New or Existing Reservoir  
☐ Major Amendment that could affect other water rights or the environment

### Section 4. Plain Language Summary

Provide a brief description of planned activities.

## Section 5. Community and Demographic Information

Community information can be found using EPA's EJ Screen, U.S. Census Bureau information, or generally available demographic tools.

**Information gathered in this section can assist with the determination of whether alternative language notice is necessary. Please provide the following information.**

(City)

(County)

(Census Tract)

Please indicate which of these three is the level used for gathering the following information.

☐

City

☐

County

☐

Census Tract

- (a) Percent of people over 25 years of age who at least graduated from high school
- (b) Per capita income for population near the specified location
- (c) Percent of minority population and percent of population by race within the specified location
- (d) Percent of Linguistically Isolated Households by language within the specified location
- (e) Languages commonly spoken in area by percentage
- (f) Community and/or Stakeholder Groups
- (g) Historic public interest or involvement



## Section 6. Planned Public Outreach Activities

(a) Is this application subject to the public participation requirements of Title 30 Texas Administrative Code (30 TAC) Chapter 39?

☐ Yes ☐ No

(b) If yes, do you intend at this time to provide public outreach other than what is required by rule?

☐ Yes ☐ No

If Yes, please describe.

**If you answered "yes" that this application is subject to 30 TAC Chapter 39, answering the remaining questions in Section 6 is not required.**

(c) Will you provide notice of this application in alternative languages?

☐ Yes ☐ No

**Please refer to Section 5. If more than 5% of the population potentially affected by your application is Limited English Proficient, then you are required to provide notice in the alternative language.**

If yes, how will you provide notice in alternative languages?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

(d) Is there an opportunity for some type of public meeting, including after notice?

☐ Yes ☐ No

(e) If a public meeting is held, will a translator be provided if requested?

☐ Yes ☐ No

(f) Hard copies of the application will be available at the following (check all that apply):

- ☐ TCEQ Regional Office ☐ TCEQ Central Office
- ☐ Public Place (specify)

## Section 7. Voluntary Submittal

For applicants voluntarily providing this Public Involvement Plan, who are not subject to formal public participation requirements.

Will you provide notice of this application, including notice in alternative languages?

☐ Yes ☐ No

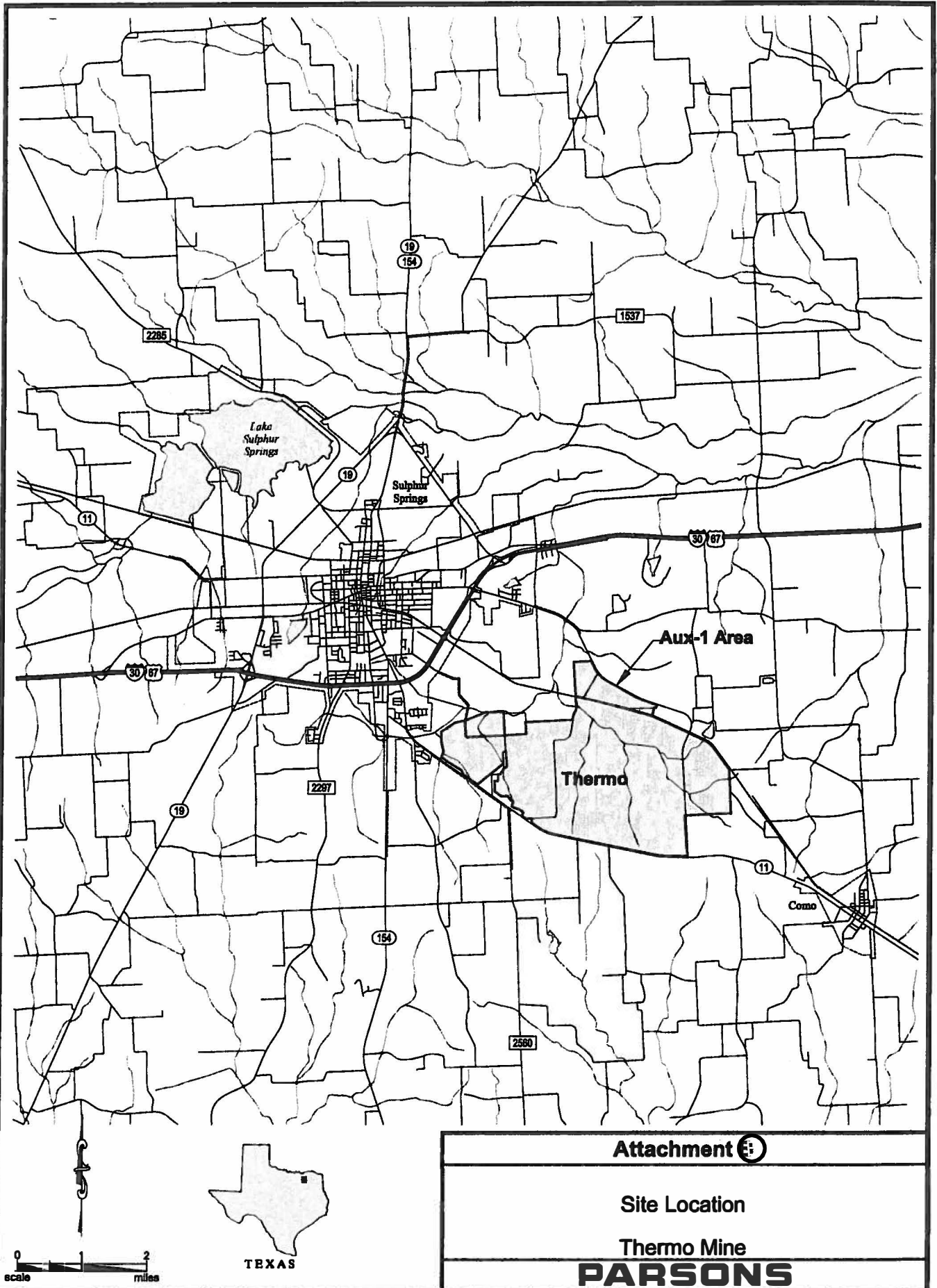
What types of notice will be provided?

- ☐ Publish in alternative language newspaper
- ☐ Posted on Commissioner's Integrated Database Website
- ☐ Mailed by TCEQ's Office of the Chief Clerk
- ☐ Other (specify)

Attachment E

Site Location Map

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000





Attachment F

USGS Map and Composite Maps

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

Attachment G

Outfall Photos

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

**Luminant Mining Company LLC**  
**TPDES Renewal WQ00004122000**  
**Monticello-Thermo Lignite Mining Area**

**Thermo/Thermo A-1**



Pond H-01 (Outfall 002) looking upstream.





Pond H-01 (Outfall 002) looking downstream.



Pond A1-1 (Outfall 003) looking upstream.





Pond A1-1 (Outfall 003) looking downstream.





Pond B-17 (Outfall 006) looking upstream.





Pond B-17 (Outfall 006) looking downstream.

## Attachment H

### Outfall Locations

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



# Luminant Mining Company LLC

## Thermo Mine

TPDES PERMIT NO 04122  
Renewal January 2025

| <u>Outfall Name</u> | <u>TPDES Outfall No.</u> | <u>Outfall Type</u> | <u>Receiving Stream</u> | <u>Latitude</u> | <u>Longitude</u> | <u>Pond Type*</u> |                  |               |
|---------------------|--------------------------|---------------------|-------------------------|-----------------|------------------|-------------------|------------------|---------------|
|                     |                          |                     |                         |                 |                  | <u>Active</u>     | <u>Post Mine</u> | <u>Future</u> |
| H-01                | 002M                     | Active Mining       | Rock Creek              | 33° 06' 25"     | 95° 34' 22"      | X                 |                  |               |
| F-01                | 001R                     | Post Mine           | Rock Creek              | 33° 06' 18"     | 95° 33' 21"      |                   | X                |               |
| A1-1                | 003R                     | Post Mine           | Rock Creek              | 33° 06' 55"     | 95° 32' 40"      |                   | X                |               |
| A1-2                | 004R                     | Post Mine           | Rock Creek              | 33° 06' 41"     | 95° 32' 26"      |                   | X                |               |
| B-17                | 006R                     | Post Mine           | Rock Creek              | 33° 06' 29"     | 95° 32' 37"      |                   | X                |               |
| C-05                | 007R                     | Post Mine           | Rock Creek              | 33° 05' 44"     | 95° 32' 09"      |                   | X                |               |
| C-06                | 008R                     | Post Mine           | Rock Creek              | 33° 05' 36"     | 95° 31' 26"      |                   | X                |               |
| NPW B-17            | 009R                     | Post Mine           | Rock Creek              | 33° 06' 30"     | 95° 32' 28"      |                   | X                |               |

\* Pond type may switch between active and Post Mine depending on activities in watershed of outfall. Notification will be provided to TCEQ prior to change in status of any outfall.

Attachment I

Description of Wastewater Generating Process

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

# Luminant Mining Company LLC

## Monticello-Thermo Lignite Mining Area

### Description of Wastewater Generation Process

The Monticello-Thermo Lignite Mining Area is a surface mining facility owned and operated by Luminant Mining Company LLC (Luminant). The mining area is located on State Highway (SH) 11 approximately 2.3 miles south east of the intersection of SH 11 and Interstate Highway (IH) 30 in Hopkins County. Wastewaters from this facility are discharged to ponds; thence to unnamed tributaries of Rock Creek and/or Rock Creek; thence to White Oak Creek; thence to the Sulphur/South Sulphur River in Segment 0303 of the Sulphur River Basin.

Wastewater produced at the facility will consist of active mining area effluent and post mining area effluent. Wastewater generated by the facility will be collected, treated and discharged via 8 permitted outfalls. Each outfall will have a “M” designation when receiving active mining effluent and a “R” designation when receiving post-mine effluent. An outfall may switch back and forth between active (M) and post-mine (R) status depending on the activities within the watershed of the outfall. TCEQ will be notified prior to any change in status. The outfall types are as follows;

#### Active Mining (M)

Effluent from active mining areas includes mine pit water, surface water runoff from active mining areas, surface water runoff, groundwater seepage, and dewatering well water. Discharges associated with this outfall will be from active mining sedimentation ponds within the Rock Creek watershed. The primary method of treatment is sedimentation. A polyelectrolyte may be added directly to the wastewater ponds or metered into the influent streams to enhance the settling of suspended solids. Some wastewater ponds have an associated clarification sump which do not receive direct runoff but serve to treat batches of wastewaters pumped into them from the ponds. The treated wastewater will be discharged to the receiving stream via the appropriate outfall. Current and future active mining outfalls will be numbered 001M - 004M; 006M - 009M.

#### Post Mine/Reclamation (R)

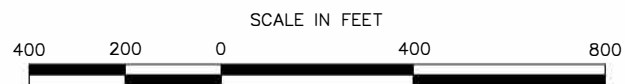
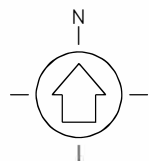
Effluent is comprised of surface water runoff from post mining reclamation and previously monitored effluent from active mine areas are routed into wastewater ponds for treatment and disposal. The primary method of treatment will be sedimentation. A polyelectrolyte may be added directly to the wastewater ponds or metered into the influent streams to enhance the settling of suspended solids. Some wastewater ponds have an associated clarification sump which do not receive direct runoff but serve to treat batches of wastewaters pumped into them from the ponds. The treated wastewater will be discharged to the receiving stream via the appropriate outfall. Current and future reclamation outfalls will be numbered 001R - 004R; 006R - 009R.



Attachment J

Facility Map

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



# MONTICELLO — THERMO MINE LIGNITE MINING AREA

## FACILITY MAP

LUMINANT MINING COMPANY LLP

DRAWN BY:  
COLDEN

APPROVAL:  
B. Le

DATE:  
12-05-2024

DGN. NO.  
Z:\JMJ\autocad\Thermo\Wastewater\FACILITY-LMA\_5G.DWG

PLATE:  
1 OF 1

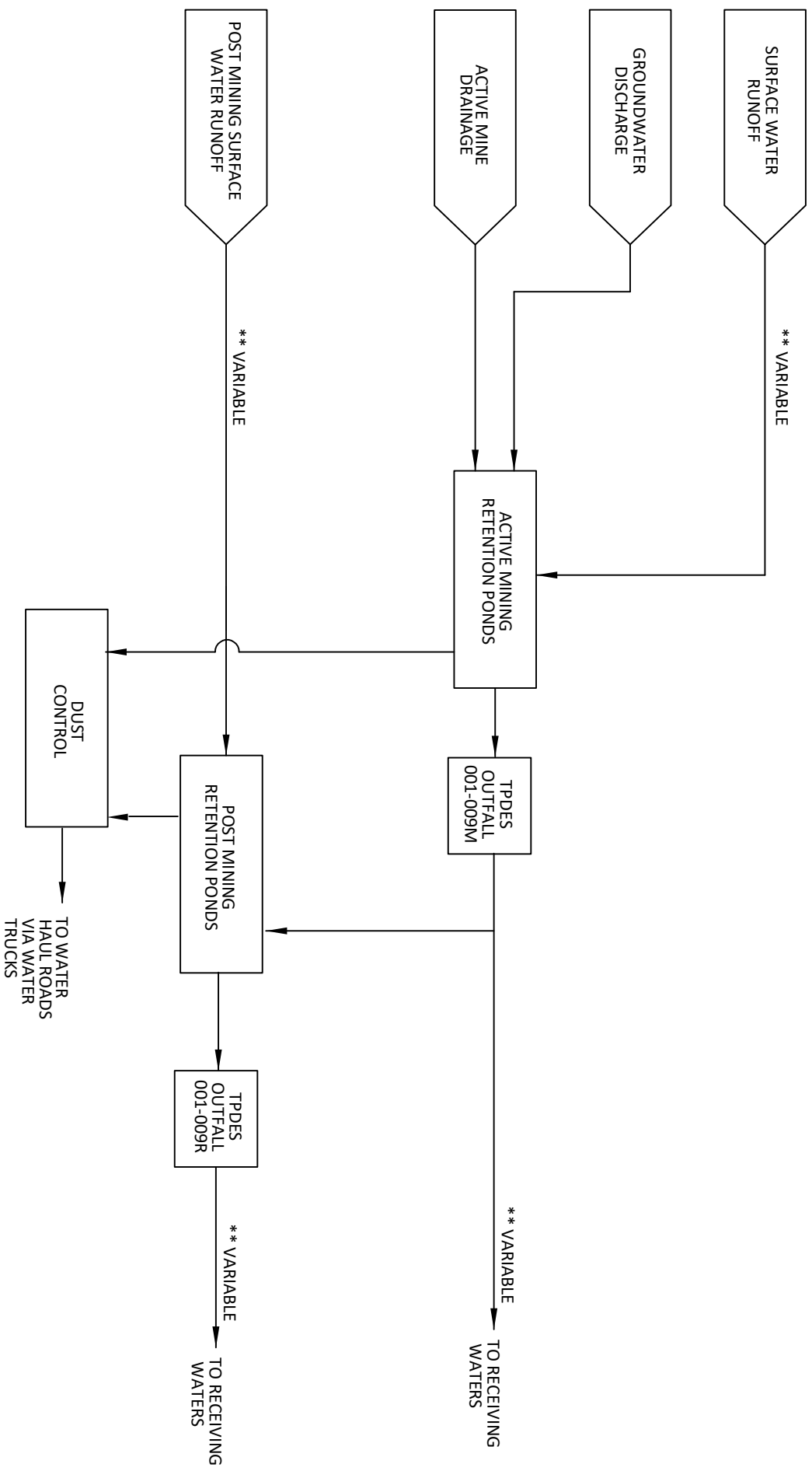
Attachment K

Water Flow Schematic

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000



LUMINANT MINING COMPANY LLC  
MONTICELLO-THERMO LIGNITE MINING AREA  
WATER FLOW SCHEMATIC  
December 2024



\*\* FLOW IS VARIABLE BECAUSE OF CHANGES IN TOPOGRAPHY  
DUE TO MINING EVENTS, CHANGES IN THE NUMBER OF PONDS  
ASSOCIATED WITH THIS PROCESS WASTEWATER, AND THE  
CHANGES IN YEARLY PRECIPITATION.

Attachment L

Impoundment Information

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

|  | Thermo and Thermo A-1 Ponds |                |               |               |               |               |               |               |
|--|-----------------------------|----------------|---------------|---------------|---------------|---------------|---------------|---------------|
|  | F-01                        | H-01           | A1-1          | A1-2          | B-17          | C-05          | C-06          | NPW B-17      |
| Outfall Type   | Post-Mine (R)               | Active Mine(M) | Post-Mine (R) | Post-Mine (R) | Post-Mine (R) | Post-Mine (R) | Post-Mine (R) | Post-Mine (R) |
| Latitude   | 33° 06' 18"                 | 33° 06' 25"    | 33° 06' 55"   | 33° 06' 41"   | 33° 06' 29"   | 33° 05' 44"   | 33° 05' 36"   | 33° 06' 30"   |
| Longitude  | 95° 33' 21"                 | 95° 34' 22"    | 95° 32' 40"   | 95° 32' 26"   | 95° 32' 37"   | 95° 32' 09"   | 95° 31' 26"   | 95° 32' 28"   |
| Receiving Stream   | Rock Cr                     | Rock Cr        | Rock Cr       | Rock Cr       | Rock Cr       | Rock Cr       | Rock Cr       | Rock Cr       |
| <b>Designation</b>                                       |                             |                |               |               |               |               |               |               |
| Use designation (T), (D), (C), or (E) <sup>(1)</sup>     | C, T, D                     | C, T, D        | C, T, D       | C, T, D       | C, T, D       | C, T, D       | C, T, D       | C, T, D       |
| <b>Discharge Point</b>                                   |                             |                |               |               |               |               |               |               |
| Outfall Number   | 001                         | 002            | 003           | 004           | 006           | 007           | 008           | 009           |
| <b>Liner Information</b>                                 |                             |                |               |               |               |               |               |               |
| Liner Type (C), (I), or (S) <sup>(2)</sup>               | None                        | None           | None          | None          | None          | None          | None          | None          |
| Alt. Liner Attachment Reference                          | None                        | None           | None          | None          | None          | None          | None          | None          |
| Leak Detection System, Y/N                               | No                          | No             | No            | No            | No            | No            | No            | No            |
| Groundwater Monitoring Wells, Y/N                        | No                          | No             | No            | No            | No            | No            | No            | No            |
| Pond bottom located above seasonal high water table, Y/N | No                          | No             | No            | No            | No            | No            | No            | No            |
| <b>Dimensions</b>  |                             |                |               |               |               |               |               |               |
| Length (feet)**  | 1,156                       | 750            | 480           | 680           | 1,875         | 594           | 1,375         |               |
| Width (feet)**   | 688                         | 310            | 260           | 250           | 1,000         | 563           | 563           |               |
| Depth from Water Surface (feet)                          | 14                          | 17             | 17            | 23            | 17            | 36            | 23            |               |
| Freeboard (feet)   | 1                           | 1.6            | 3.2           | 1             | 1             | 1             | 1             |               |
| Surface Area (acres)                                     | 6.4                         | 5.8            | 2.8           | 3.8           | 34.4          | 8.9           | 14            |               |
| Storage Capacity ( Million Gallons)                      | 21.80                       | 15.00          | 9.58          | 17.20         | 193.00        | 54.00         | 106.00        |               |
| 40 CFR Part 257, Subpart D, Y/N                          | No                          | No             | No            | No            | No            | No            | No            |               |
| Date of Construction                                     |                             |                |               |               |               |               |               |               |

Notes:

(1) C = Containment (Retention), T = Treatment, D = Disposal (Discharge)

(2) Ponds are used primarily as sediment control structures and are not lined

(3) NA = Not Available

\*\* The length and width of the ponds are estimated, given the ponds are not rectangular in shape.



Attachment M

Lab Entities and Accreditation

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

**Luminant Mining Company LLC  
Monticello-Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000  
Effluent Sampling and Analysis Sheet**

Pollutant analyses were performed by the following entities:

- a. Temperature, pH, Total Residual Chlorine (TRC), and Dissolved Oxygen Analyses were performed in the field by Benchmark personnel (contractor to Luminant Mining Co.) during the collection of the samples.
- b. Analytical Environmental Laboratory LLC, 8310 South Broadway Avenue, Tyler, TX 75703.  
(903) 336-0336

NELAP Certification No. T104704280-22-28.

Analytical Environmental Laboratory conducted Alkalinity, Aluminum, Ammonia, Antimony, Arsenic, Beryllium, Boron, Cobalt, Chloride, Fluoride, Iron, Lead, Manganese, Molybdenum, Selenium, Silver, Sulfate, Nitrate, Nitrite, Phosphorus, O&G, BOD, CBOD, PCBs, Color, Thallium, TDS, TKN, TOC, TON, TSS, Cyanide, Hexavalent Cr., Barium, Cadmium, Chromium, Copper, Mercury, Nickel, Zinc, Trivalent Chromium, Volatile compounds, Bromide, Nitrate, Nitrite, Nitrate + Nitrite, Magnesium, Sulfide, Tin, Titanium, Semi-volatile compounds.



Texas Commission on  
Environmental Quality

## Certificate of Accreditation



*Accreditation is hereby granted to*

**Analytical Environmental Laboratory, LLC**  
8310 South Broadway Avenue  
Tyler, TX 75703-5400

State Lab ID: T104704280  
Effective Date: 11/01/2024  
Expiration Date: 10/31/2025  
Certificate ID: TX-C24-00356

### Conditions of Accreditation

This laboratory has been found to conform with TCEQ rules and applicable standards for laboratory accreditation. The scope of accreditation is limited to the Fields of Accreditation (FoA) specifically listed on the subsequent page(s) of this certificate. Accreditation is for all version of a method approved per 40 CFR 136, 40 CFR 141, and/or 40 CFR 143. Continued accreditation requires ongoing compliance with all applicable standards and requirements.

Note: For the attached FoA table, matrices may include DW (drinking water), NPW (non-potable water), S (solid and chemical materials), A (air), and/or BT (biological tissue).

A handwritten signature in black ink, appearing to read "K Keel".

Issued By: Kelly Keel, Executive Director Texas Commission on Environmental Quality  
Date Issued: 11/01/2024



Laboratory Fields of Accreditation

| Matrix | Method                               | Method Code | Analyte   | Analyte Code | AB |
|--------|--------------------------------------|-------------|---|--------------|----|
| DW     | SM 9223 B (Coli <sub>herl</sub> -18) | 20214602    | Total coliforms and E. coli (P/A)                 | 2502         | TX |
| NPW    | EPA 1010                             | 10116606    | Ignitability                                      | 1780         | TX |
| NPW    | EPA 120.1                            | 10006403    | Conductivity                                      | 1610         | TX |
| NPW    | EPA 1311                             | 10118806    | Toxicity Characteristic Leaching Procedure (TCLP) | 1466         | TX |
| NPW    | EPA 1312                             | 10119003    | Synthetic Precipitation Leaching Procedure (SPLP) | 1460         | TX |
| NPW    | EPA 1664                             | 10127807    | n-Hexane Extractable Material (O&G)               | 1803         | TX |
| NPW    | EPA 200.7                            | 10013806    | Aluminum  | 1000         | TX |
| NPW    | EPA 200.7                            | 10013806    | Antimony  | 1005         | TX |
| NPW    | EPA 200.7                            | 10013806    | Arsenic   | 1010         | TX |
| NPW    | EPA 200.7                            | 10013806    | Barium  | 1015         | TX |
| NPW    | EPA 200.7                            | 10013806    | Beryllium   | 1020         | TX |
| NPW    | EPA 200.7                            | 10013806    | Boron   | 1025         | TX |
| NPW    | EPA 200.7                            | 10013806    | Cadmium   | 1030         | TX |
| NPW    | EPA 200.7                            | 10013806    | Calcium   | 1035         | TX |
| NPW    | EPA 200.7                            | 10013806    | Chromium  | 1040         | TX |
| NPW    | EPA 200.7                            | 10013806    | Cobalt  | 1050         | TX |
| NPW    | EPA 200.7                            | 10013806    | Copper  | 1055         | TX |
| NPW    | EPA 200.7                            | 10013806    | Iron  | 1070         | TX |
| NPW    | EPA 200.7                            | 10013806    | Lead  | 1075         | TX |
| NPW    | EPA 200.7                            | 10013806    | Magnesium   | 1085         | TX |
| NPW    | EPA 200.7                            | 10013806    | Manganese   | 1090         | TX |
| NPW    | EPA 200.7                            | 10013806    | Molybdenum  | 1100         | TX |
| NPW    | EPA 200.7                            | 10013806    | Nickel  | 1105         | TX |
| NPW    | EPA 200.7                            | 10013806    | Potassium   | 1125         | TX |
| NPW    | EPA 200.7                            | 10013806    | Selenium  | 1140         | TX |
| NPW    | EPA 200.7                            | 10013806    | Silver  | 1150         | TX |
| NPW    | EPA 200.7                            | 10013806    | Sodium  | 1155         | TX |
| NPW    | EPA 200.7                            | 10013806    | Strontium   | 1160         | TX |
| NPW    | EPA 200.7                            | 10013806    | Thallium  | 1165         | TX |
| NPW    | EPA 200.7                            | 10013806    | Tin   | 1175         | TX |
| NPW    | EPA 200.7                            | 10013806    | Total Phosphorus                                  | 1910         | TX |
| NPW    | EPA 200.7                            | 10013806    | Vanadium  | 1185         | TX |
| NPW    | EPA 200.7                            | 10013806    | Zinc  | 1190         | TX |
| NPW    | EPA 245.1                            | 10036609    | Mercury   | 1095         | TX |
| NPW    | EPA 300.0                            | 10053200    | Bromide   | 1540         | TX |

|     |           |          |                                 |      |    |
|-----|-----------|----------|---------------------------------|------|----|
| NPW | EPA 300.0 | 10053200 | Chloride                        | 1575 | TX |
| NPW | EPA 300.0 | 10053200 | Fluoride                        | 1730 | TX |
| NPW | EPA 300.0 | 10053200 | Nitrate as N                    | 1810 | TX |
| NPW | EPA 300.0 | 10053200 | Nitrate plus Nitrite as N       | 1820 | TX |
| NPW | EPA 300.0 | 10053200 | Nitrite as N                    | 1840 | TX |
| NPW | EPA 300.0 | 10053200 | Sulfate                         | 2000 | TX |
| NPW | EPA 335.4 | 10061402 | Total Cyanide                   | 1645 | TX |
| NPW | EPA 351.2 | 10065404 | Total Kjeldahl Nitrogen - (TKN) | 1790 | TX |
| NPW | EPA 6010  | 10155905 | Aluminum                        | 1000 | TX |
| NPW | EPA 6010  | 10155905 | Antimony                        | 1005 | TX |
| NPW | EPA 6010  | 10155905 | Arsenic                         | 1010 | TX |
| NPW | EPA 6010  | 10155905 | Barium                          | 1015 | TX |
| NPW | EPA 6010  | 10155905 | Beryllium                       | 1020 | TX |
| NPW | EPA 6010  | 10155905 | Boron                           | 1025 | TX |
| NPW | EPA 6010  | 10155905 | Cadmium                         | 1030 | TX |
| NPW | EPA 6010  | 10155905 | Calcium                         | 1035 | TX |
| NPW | EPA 6010  | 10155905 | Chromium                        | 1040 | TX |
| NPW | EPA 6010  | 10155905 | Cobalt                          | 1050 | TX |
| NPW | EPA 6010  | 10155905 | Copper                          | 1055 | TX |
| NPW | EPA 6010  | 10155905 | Iron                            | 1070 | TX |
| NPW | EPA 6010  | 10155905 | Lead                            | 1075 | TX |
| NPW | EPA 6010  | 10155905 | Magnesium                       | 1085 | TX |
| NPW | EPA 6010  | 10155905 | Manganese                       | 1090 | TX |
| NPW | EPA 6010  | 10155905 | Molybdenum                      | 1100 | TX |
| NPW | EPA 6010  | 10155905 | Nickel                          | 1105 | TX |
| NPW | EPA 6010  | 10155905 | Potassium                       | 1125 | TX |
| NPW | EPA 6010  | 10155905 | Selenium                        | 1140 | TX |
| NPW | EPA 6010  | 10155905 | Silver                          | 1150 | TX |
| NPW | EPA 6010  | 10155905 | Sodium                          | 1155 | TX |
| NPW | EPA 6010  | 10155905 | Strontium                       | 1160 | TX |
| NPW | EPA 6010  | 10155905 | Thallium                        | 1165 | TX |
| NPW | EPA 6010  | 10155905 | Tin                             | 1175 | TX |
| NPW | EPA 6010  | 10155905 | Total Phosphorus                | 1910 | TX |
| NPW | EPA 6010  | 10155905 | Vanadium                        | 1185 | TX |
| NPW | EPA 6010  | 10155905 | Zinc                            | 1190 | TX |
| NPW | EPA 608.3 | 10296625 | 4,4'-DDT                        | 7365 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1,1-Trichloroethane           | 5160 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1,2,2-Tetrachloroethane       | 5110 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1,2-Trichloroethane           | 5165 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1-Dichloroethane              | 4630 | TX |
| NPW | EPA 624.1 | 10298121 | 1,1-Dichloroethylene            | 4640 | TX |

|     |           |          |   |      |    |
|-----|-----------|----------|---|------|----|
| NPW | EPA 624.1 | 10298121 | 1,2-Dibromoethane (EDB, Ethylene dibromide) | 4585 | TX |
| NPW | EPA 624.1 | 10298121 | 1,2-Dichlorobenzene (o-Dichlorobenzene)     | 4610 | TX |
| NPW | EPA 624.1 | 10298121 | 1,2-Dichloroethane (Ethylene dichloride)    | 4635 | TX |
| NPW | EPA 624.1 | 10298121 | 1,2-Dichloropropane                         | 4655 | TX |
| NPW | EPA 624.1 | 10298121 | 1,3-Dichlorobenzene (m-Dichlorobenzene)     | 4615 | TX |
| NPW | EPA 624.1 | 10298121 | 1,4-Dichlorobenzene (p-Dichlorobenzene)     | 4620 | TX |
| NPW | EPA 624.1 | 10298121 | 2-Butanone (Methyl ethyl ketone, MEK)       | 4410 | TX |
| NPW | EPA 624.1 | 10298121 | 2-Chloroethyl vinyl ether                   | 4500 | TX |
| NPW | EPA 624.1 | 10298121 | Acetone                                     | 4315 | TX |
| NPW | EPA 624.1 | 10298121 | Acrolein (Propenal)                         | 4325 | TX |
| NPW | EPA 624.1 | 10298121 | Acrylonitrile                               | 4340 | TX |
| NPW | EPA 624.1 | 10298121 | Benzene                                     | 4375 | TX |
| NPW | EPA 624.1 | 10298121 | Bromodichloromethane                        | 4395 | TX |
| NPW | EPA 624.1 | 10298121 | Bromoform                                   | 4400 | TX |
| NPW | EPA 624.1 | 10298121 | Carbon tetrachloride                        | 4455 | TX |
| NPW | EPA 624.1 | 10298121 | Chlorobenzene                               | 4475 | TX |
| NPW | EPA 624.1 | 10298121 | Chlorodibromomethane                        | 4575 | TX |
| NPW | EPA 624.1 | 10298121 | Chloroethane (Ethyl chloride)               | 4485 | TX |
| NPW | EPA 624.1 | 10298121 | Chloroform                                  | 4505 | TX |
| NPW | EPA 624.1 | 10298121 | cis-1,2-Dichloroethylene                    | 4645 | TX |
| NPW | EPA 624.1 | 10298121 | cis-1,3-Dichloropropene                     | 4680 | TX |
| NPW | EPA 624.1 | 10298121 | Ethylbenzene                                | 4765 | TX |
| NPW | EPA 624.1 | 10298121 | m+p-xylene                                  | 5240 | TX |
| NPW | EPA 624.1 | 10298121 | Methyl bromide (Bromomethane)               | 4950 | TX |
| NPW | EPA 624.1 | 10298121 | Methyl chloride (Chloromethane)             | 4960 | TX |
| NPW | EPA 624.1 | 10298121 | Methyl tert-butyl ether (MTBE)              | 5000 | TX |
| NPW | EPA 624.1 | 10298121 | Methylene chloride (Dichloromethane)        | 4975 | TX |
| NPW | EPA 624.1 | 10298121 | Naphthalene                                 | 5005 | TX |
| NPW | EPA 624.1 | 10298121 | o-Xylene                                    | 5250 | TX |
| NPW | EPA 624.1 | 10298121 | Tetrachloroethylene (Perchloroethylene)     | 5115 | TX |
| NPW | EPA 624.1 | 10298121 | Toluene                                     | 5140 | TX |
| NPW | EPA 624.1 | 10298121 | Total Trihalomethanes (TTHMs)               | 5205 | TX |
| NPW | EPA 624.1 | 10298121 | Total Xylene                                | 5260 | TX |
| NPW | EPA 624.1 | 10298121 | trans-1,2-Dichloroethylene                  | 4700 | TX |
| NPW | EPA 624.1 | 10298121 | trans-1,3-Dichloropropylene                 | 4685 | TX |

|     |           |          |   |      |    |
|-----|-----------|----------|---|------|----|
| NPW | EPA 624.1 | 10298121 | Trichloroethene (Trichloroethylene)                       | 5170 | TX |
| NPW | EPA 624.1 | 10298121 | Trichlorofluoromethane (Fluorotrichloromethane, Freon 11) | 5175 | TX |
| NPW | EPA 624.1 | 10298121 | Vinyl chloride (Chloroethene)                             | 5235 | TX |
| NPW | EPA 7470  | 10165603 | Mercury   | 1095 | TX |
| NPW | EPA 8260  | 10184802 | 1,1,1,2-Tetrachloroethane                                 | 5105 | TX |
| NPW | EPA 8260  | 10184802 | 1,1,1-Trichloroethane                                     | 5160 | TX |
| NPW | EPA 8260  | 10184802 | 1,1,2,2-Tetrachloroethane                                 | 5110 | TX |
| NPW | EPA 8260  | 10184802 | 1,1,2-Trichloroethane                                     | 5165 | TX |
| NPW | EPA 8260  | 10184802 | 1,1-Dichloroethane  | 4630 | TX |
| NPW | EPA 8260  | 10184802 | 1,1-Dichloroethylene                                      | 4640 | TX |
| NPW | EPA 8260  | 10184802 | 1,1-Dichloropropene                                       | 4670 | TX |
| NPW | EPA 8260  | 10184802 | 1,2,3-Trichlorobenzene                                    | 5150 | TX |
| NPW | EPA 8260  | 10184802 | 1,2,3-Trichloropropene                                    | 5180 | TX |
| NPW | EPA 8260  | 10184802 | 1,2,4-Trichlorobenzene                                    | 5155 | TX |
| NPW | EPA 8260  | 10184802 | 1,2,4-Trimethylbenzene                                    | 5210 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dibromo-3-chloropropane (DBCP)                        | 4570 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dibromoethane (EDB, Ethylene dibromide)               | 4585 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dichlorobenzene (o-Dichlorobenzene)                   | 4610 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dichloroethane (Ethylene dichloride)                  | 4635 | TX |
| NPW | EPA 8260  | 10184802 | 1,2-Dichloropropane                                       | 4655 | TX |
| NPW | EPA 8260  | 10184802 | 1,3,5-Trimethylbenzene                                    | 5215 | TX |
| NPW | EPA 8260  | 10184802 | 1,3-Dichlorobenzene (m-Dichlorobenzene)                   | 4615 | TX |
| NPW | EPA 8260  | 10184802 | 1,3-Dichloropropane                                       | 4660 | TX |
| NPW | EPA 8260  | 10184802 | 1,4-Dichlorobenzene (p-Dichlorobenzene)                   | 4620 | TX |
| NPW | EPA 8260  | 10184802 | 2,2-Dichloropropane                                       | 4665 | TX |
| NPW | EPA 8260  | 10184802 | 2-Butanone (Methyl ethyl ketone, MEK)                     | 4410 | TX |
| NPW | EPA 8260  | 10184802 | 2-Chloroethyl vinyl ether                                 | 4500 | TX |
| NPW | EPA 8260  | 10184802 | 2-Chlorotoluene   | 4535 | TX |
| NPW | EPA 8260  | 10184802 | 2-Hexanone  | 4860 | TX |
| NPW | EPA 8260  | 10184802 | 4-Chlorotoluene   | 4540 | TX |
| NPW | EPA 8260  | 10184802 | 4-Isopropyltoluene (p-Cymene)                             | 4910 | TX |
| NPW | EPA 8260  | 10184802 | 4-Methyl-2-pentanone (MIBK)                               | 4995 | TX |
| NPW | EPA 8260  | 10184802 | Acetone   | 4315 | TX |
| NPW | EPA 8260  | 10184802 | Acrolein (Propenal)                                       | 4325 | TX |
| NPW | EPA 8260  | 10184802 | Acrylonitrile   | 4340 | TX |

|     |          |          |   |      |    |
|-----|----------|----------|---|------|----|
| NPW | EPA 8260 | 10184802 | Benzene   | 4375 | TX |
| NPW | EPA 8260 | 10184802 | Bromobenzene  | 4385 | TX |
| NPW | EPA 8260 | 10184802 | Bromochloromethane  | 4390 | TX |
| NPW | EPA 8260 | 10184802 | Bromodichloromethane                                      | 4395 | TX |
| NPW | EPA 8260 | 10184802 | Bromoform   | 4400 | TX |
| NPW | EPA 8260 | 10184802 | Carbon disulfide  | 4450 | TX |
| NPW | EPA 8260 | 10184802 | Carbon tetrachloride                                      | 4455 | TX |
| NPW | EPA 8260 | 10184802 | Chlorobenzene   | 4475 | TX |
| NPW | EPA 8260 | 10184802 | Chlorodibromomethane                                      | 4575 | TX |
| NPW | EPA 8260 | 10184802 | Chloroethane (Ethyl chloride)                             | 4485 | TX |
| NPW | EPA 8260 | 10184802 | Chloroform  | 4505 | TX |
| NPW | EPA 8260 | 10184802 | cis-1,2-Dichloroethylene                                  | 4645 | TX |
| NPW | EPA 8260 | 10184802 | cis-1,3-Dichloropropene                                   | 4680 | TX |
| NPW | EPA 8260 | 10184802 | Dibromomethane (Methylene bromide)                        | 4595 | TX |
| NPW | EPA 8260 | 10184802 | Dichlorodifluoromethane (Freon-12)                        | 4625 | TX |
| NPW | EPA 8260 | 10184802 | Ethylbenzene  | 4765 | TX |
| NPW | EPA 8260 | 10184802 | Hexachlorobutadiene                                       | 4835 | TX |
| NPW | EPA 8260 | 10184802 | Isopropylbenzene  | 4900 | TX |
| NPW | EPA 8260 | 10184802 | m+p-xylene  | 5240 | TX |
| NPW | EPA 8260 | 10184802 | Methyl bromide (Bromomethane)                             | 4950 | TX |
| NPW | EPA 8260 | 10184802 | Methyl chloride (Chloromethane)                           | 4960 | TX |
| NPW | EPA 8260 | 10184802 | Methyl tert-butyl ether (MTBE)                            | 5000 | TX |
| NPW | EPA 8260 | 10184802 | Methylene chloride (Dichloromethane)                      | 4975 | TX |
| NPW | EPA 8260 | 10184802 | n-Butylbenzene  | 4435 | TX |
| NPW | EPA 8260 | 10184802 | n-Propylbenzene   | 5090 | TX |
| NPW | EPA 8260 | 10184802 | Naphthalene   | 5005 | TX |
| NPW | EPA 8260 | 10184802 | o-Xylene  | 5250 | TX |
| NPW | EPA 8260 | 10184802 | sec-Butylbenzene  | 4440 | TX |
| NPW | EPA 8260 | 10184802 | Styrene   | 5100 | TX |
| NPW | EPA 8260 | 10184802 | tert-Butylbenzene   | 4445 | TX |
| NPW | EPA 8260 | 10184802 | Tetrachloroethylene (Perchloroethylene)                   | 5115 | TX |
| NPW | EPA 8260 | 10184802 | Toluene   | 5140 | TX |
| NPW | EPA 8260 | 10184802 | Total Trihalomethanes (TTHMs)                             | 5205 | TX |
| NPW | EPA 8260 | 10184802 | Total Xylene  | 5260 | TX |
| NPW | EPA 8260 | 10184802 | trans-1,2-Dichloroethylene                                | 4700 | TX |
| NPW | EPA 8260 | 10184802 | trans-1,3-Dichloropropylene                               | 4685 | TX |
| NPW | EPA 8260 | 10184802 | Trichloroethene (Trichloroethylene)                       | 5170 | TX |
| NPW | EPA 8260 | 10184802 | Trichlorofluoromethane (Fluorotrichloromethane, Freon 11) | 5175 | TX |

|   |          |          |   |      |    |
|---|----------|----------|---|------|----|
| S | EPA 6010 | 10155905 | Calcium                                     | 1035 | TX |
| S | EPA 6010 | 10155905 | Chromium                                    | 1040 | TX |
| S | EPA 6010 | 10155905 | Cobalt                                      | 1050 | TX |
| S | EPA 6010 | 10155905 | Copper                                      | 1055 | TX |
| S | EPA 6010 | 10155905 | Iron  | 1070 | TX |
| S | EPA 6010 | 10155905 | Lead  | 1075 | TX |
| S | EPA 6010 | 10155905 | Magnesium                                   | 1085 | TX |
| S | EPA 6010 | 10155905 | Manganese                                   | 1090 | TX |
| S | EPA 6010 | 10155905 | Molybdenum                                  | 1100 | TX |
| S | EPA 6010 | 10155905 | Nickel                                      | 1105 | TX |
| S | EPA 6010 | 10155905 | Potassium                                   | 1125 | TX |
| S | EPA 6010 | 10155905 | Selenium                                    | 1140 | TX |
| S | EPA 6010 | 10155905 | Silver                                      | 1150 | TX |
| S | EPA 6010 | 10155905 | Sodium                                      | 1155 | TX |
| S | EPA 6010 | 10155905 | Strontium                                   | 1160 | TX |
| S | EPA 6010 | 10155905 | Thallium                                    | 1165 | TX |
| S | EPA 6010 | 10155905 | Tin   | 1175 | TX |
| S | EPA 6010 | 10155905 | Total Phosphorus                            | 1910 | TX |
| S | EPA 6010 | 10155905 | Vanadium                                    | 1185 | TX |
| S | EPA 6010 | 10155905 | Zinc  | 1190 | TX |
| S | EPA 7470 | 10165603 | Mercury                                     | 1095 | TX |
| S | EPA 7471 | 10166208 | Mercury                                     | 1095 | TX |
| S | EPA 8260 | 10184802 | 1,1,1,2-Tetrachloroethane                   | 5105 | TX |
| S | EPA 8260 | 10184802 | 1,1,1-Trichloroethane                       | 5160 | TX |
| S | EPA 8260 | 10184802 | 1,1,2,2-Tetrachloroethane                   | 5110 | TX |
| S | EPA 8260 | 10184802 | 1,1,2-Trichloroethane                       | 5165 | TX |
| S | EPA 8260 | 10184802 | 1,1-Dichloroethane                          | 4630 | TX |
| S | EPA 8260 | 10184802 | 1,1-Dichloroethylene                        | 4640 | TX |
| S | EPA 8260 | 10184802 | 1,1-Dichloropropene                         | 4670 | TX |
| S | EPA 8260 | 10184802 | 1,2,3-Trichlorobenzene                      | 5150 | TX |
| S | EPA 8260 | 10184802 | 1,2,3-Trichloropropane                      | 5180 | TX |
| S | EPA 8260 | 10184802 | 1,2,4-Trichlorobenzene                      | 5155 | TX |
| S | EPA 8260 | 10184802 | 1,2,4-Trimethylbenzene                      | 5210 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dibromo-3-chloropropane (DBCP)          | 4570 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dibromoethane (EDB, Ethylene dibromide) | 4585 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dichlorobenzene (o-Dichlorobenzene)     | 4610 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dichloroethane (Ethylene dichloride)    | 4635 | TX |
| S | EPA 8260 | 10184802 | 1,2-Dichloropropane                         | 4655 | TX |

|     |                                    |          |   |      |    |
|-----|------------------------------------|----------|---|------|----|
| NPW | EPA 8260                           | 10184802 | Vinyl acetate                                     | 5225 | TX |
| NPW | EPA 8260                           | 10184802 | Vinyl chloride (Chloroethene)                     | 5235 | TX |
| NPW | EPA 9040                           | 10196802 | pH  | 1900 | TX |
| NPW | HACH 8000                          | 60003001 | Chemical Oxygen Demand (COD)                      | 1565 | TX |
| NPW | SM 2320 B                          | 20045005 | Alkalinity as CaCO3                               | 1505 | TX |
| NPW | SM 2340 B                          | 20046008 | Total hardness as CaCO3                           | 1755 | TX |
| NPW | SM 2510 B                          | 20048004 | Conductivity                                      | 1610 | TX |
| NPW | SM 2540 B                          | 20004608 | Residue-total (TS)                                | 1950 | TX |
| NPW | SM 2540 C                          | 20049803 | Residue-filterable (TDS)                          | 1955 | TX |
| NPW | SM 2540 D                          | 20004802 | Residue-nonfilterable (TSS)                       | 1960 | TX |
| NPW | SM 3500-Cr B                       | 20065809 | Chromium (VI)                                     | 1045 | TX |
| NPW | SM 4500-H+ B                       | 20104603 | pH  | 1900 | TX |
| NPW | SM 4500-NH3 D                      | 20108809 | Ammonia as N                                      | 1515 | TX |
| NPW | SM 5210 B                          | 20027401 | Biochemical Oxygen Demand (BOD)                   | 1530 | TX |
| NPW | SM 5210 B                          | 20027401 | Carbonaceous BOD (CBOD)                           | 1555 | TX |
| NPW | SM 5310 C                          | 20138209 | Total Organic Carbon (TOC)                        | 2040 | TX |
| NPW | SM 9223 B (Colliert Quant-Tray)    | 20211205 | Escherichia coli (E. coli)                        | 2525 | TX |
| NPW | SM 9223 B (Colliert-18 Quant-Tray) | 20212800 | Escherichia coli (E. coli)                        | 2525 | TX |
| NPW | TNRCC 1005                         | 90019208 | Total Petroleum Hydrocarbons (TPH)                | 2050 | TX |
| S   | EPA 1010                           | 10116606 | Ignitability                                      | 1780 | TX |
| S   | EPA 1311                           | 10118806 | Toxicity Characteristic Leaching Procedure (TCLP) | 1466 | TX |
| S   | EPA 1312                           | 10119003 | Synthetic Precipitation Leaching Procedure (SPLP) | 1460 | TX |
| S   | EPA 300.0                          | 10053200 | Bromide   | 1540 | TX |
| S   | EPA 300.0                          | 10053200 | Chloride  | 1575 | TX |
| S   | EPA 300.0                          | 10053200 | Fluoride  | 1730 | TX |
| S   | EPA 300.0                          | 10053200 | Nitrate as N                                      | 1810 | TX |
| S   | EPA 300.0                          | 10053200 | Nitrate plus Nitrite as N                         | 1820 | TX |
| S   | EPA 300.0                          | 10053200 | Nitrite as N                                      | 1840 | TX |
| S   | EPA 300.0                          | 10053200 | Orthophosphate as P                               | 1870 | TX |
| S   | EPA 300.0                          | 10053200 | Sulfate   | 2000 | TX |
| S   | EPA 6010                           | 10155905 | Aluminum  | 1000 | TX |
| S   | EPA 6010                           | 10155905 | Antimony  | 1005 | TX |
| S   | EPA 6010                           | 10155905 | Arsenic   | 1010 | TX |
| S   | EPA 6010                           | 10155905 | Barium  | 1015 | TX |
| S   | EPA 6010                           | 10155905 | Beryllium   | 1020 | TX |
| S   | EPA 6010                           | 10155905 | Boron   | 1025 | TX |
| S   | EPA 6010                           | 10155905 | Cadmium   | 1030 | TX |

|   |          |          |   |      |    |
|---|----------|----------|---|------|----|
| S | EPA 8260 | 10184802 | 1,3,5-Trimethylbenzene                  | 5215 | TX |
| S | EPA 8260 | 10184802 | 1,3-Dichlorobenzene (m-Dichlorobenzene) | 4615 | TX |
| S | EPA 8260 | 10184802 | 1,3-Dichloropropane                     | 4660 | TX |
| S | EPA 8260 | 10184802 | 1,4-Dichlorobenzene (p-Dichlorobenzene) | 4620 | TX |
| S | EPA 8260 | 10184802 | 2,2-Dichloropropane                     | 4665 | TX |
| S | EPA 8260 | 10184802 | 2-Butanone (Methyl ethyl ketone, MEK)   | 4410 | TX |
| S | EPA 8260 | 10184802 | 2-Chloroethyl vinyl ether               | 4500 | TX |
| S | EPA 8260 | 10184802 | 2-Chlorotoluene                         | 4535 | TX |
| S | EPA 8260 | 10184802 | 2-Hexanone                              | 4860 | TX |
| S | EPA 8260 | 10184802 | 4-Chlorotoluene                         | 4540 | TX |
| S | EPA 8260 | 10184802 | 4-Isopropyltoluene (p-Cymene)           | 4910 | TX |
| S | EPA 8260 | 10184802 | 4-Methyl-2-pentanone (MIBK)             | 4995 | TX |
| S | EPA 8260 | 10184802 | Acetone                                 | 4315 | TX |
| S | EPA 8260 | 10184802 | Acrolein (Propenal)                     | 4325 | TX |
| S | EPA 8260 | 10184802 | Acrylonitrile                           | 4340 | TX |
| S | EPA 8260 | 10184802 | Benzene                                 | 4375 | TX |
| S | EPA 8260 | 10184802 | Bromobenzene                            | 4385 | TX |
| S | EPA 8260 | 10184802 | Bromochloromethane                      | 4390 | TX |
| S | EPA 8260 | 10184802 | Bromodichloromethane                    | 4395 | TX |
| S | EPA 8260 | 10184802 | Bromoform                               | 4400 | TX |
| S | EPA 8260 | 10184802 | Carbon disulfide                        | 4450 | TX |
| S | EPA 8260 | 10184802 | Carbon tetrachloride                    | 4455 | TX |
| S | EPA 8260 | 10184802 | Chlorobenzene                           | 4475 | TX |
| S | EPA 8260 | 10184802 | Chlorodibromomethane                    | 4575 | TX |
| S | EPA 8260 | 10184802 | Chloroethane (Ethyl chloride)           | 4485 | TX |
| S | EPA 8260 | 10184802 | Chloroform                              | 4505 | TX |
| S | EPA 8260 | 10184802 | cis-1,2-Dichloroethylene                | 4645 | TX |
| S | EPA 8260 | 10184802 | cis-1,3-Dichloropropene                 | 4680 | TX |
| S | EPA 8260 | 10184802 | Dibromomethane (Methylene bromide)      | 4595 | TX |
| S | EPA 8260 | 10184802 | Dichlorodifluoromethane (Freon-12)      | 4625 | TX |
| S | EPA 8260 | 10184802 | Ethylbenzene                            | 4765 | TX |
| S | EPA 8260 | 10184802 | Hexachlorobutadiene                     | 4835 | TX |
| S | EPA 8260 | 10184802 | Isopropylbenzene                        | 4900 | TX |
| S | EPA 8260 | 10184802 | m+p-xylene                              | 5240 | TX |
| S | EPA 8260 | 10184802 | Methyl bromide (Bromomethane)           | 4950 | TX |
| S | EPA 8260 | 10184802 | Methyl chloride (Chloromethane)         | 4960 | TX |
| S | EPA 8260 | 10184802 | Methyl tert-butyl ether (MTBE)          | 5000 | TX |
| S | EPA 8260 | 10184802 | Methylene chloride                      | 4975 | TX |

|   |            |          |  |      |    |
|---|------------|----------|--|------|----|
|   |            |          | (Dichloromethane)  |      |    |
| S | EPA 8260   | 10184802 | n-Butylbenzene   | 4435 | TX |
| S | EPA 8260   | 10184802 | n-Propylbenzene  | 5090 | TX |
| S | EPA 8260   | 10184802 | Naphthalene  | 5005 | TX |
| S | EPA 8260   | 10184802 | o-Xylene   | 5250 | TX |
| S | EPA 8260   | 10184802 | sec-Butylbenzene   | 4440 | TX |
| S | EPA 8260   | 10184802 | Styrene  | 5100 | TX |
| S | EPA 8260   | 10184802 | tert-Butylbenzene  | 4445 | TX |
| S | EPA 8260   | 10184802 | Tetrachloroethylene<br>(Perchloroethylene)                   | 5115 | TX |
| S | EPA 8260   | 10184802 | Toluene  | 5140 | TX |
| S | EPA 8260   | 10184802 | Total Xylene   | 5260 | TX |
| S | EPA 8260   | 10184802 | trans-1,2-Dichloroethylene                                   | 4700 | TX |
| S | EPA 8260   | 10184802 | trans-1,3-Dichloropropylene                                  | 4685 | TX |
| S | EPA 8260   | 10184802 | Trichloroethene (Trichloroethylene)                          | 5170 | TX |
| S | EPA 8260   | 10184802 | Trichlorofluoromethane<br>(Fluorotrichloromethane, Freon 11) | 5175 | TX |
| S | EPA 8260   | 10184802 | Vinyl acetate  | 5225 | TX |
| S | EPA 8260   | 10184802 | Vinyl chloride (Chloroethene)                                | 5235 | TX |
| S | EPA 9040   | 10196802 | Corrosivity  | 1615 | TX |
| S | EPA 9040   | 10196802 | pH   | 1900 | TX |
| S | EPA 9045   | 10198400 | Corrosivity  | 1615 | TX |
| S | EPA 9045   | 10198400 | pH   | 1900 | TX |
| S | EPA 9095   | 10204009 | Paint Filter Test  | 1434 | TX |
| S | SM 2510 B  | 20048004 | Conductivity   | 1610 | TX |
| S | SM 2540 G  | 20005203 | Residue-total (TS)   | 1950 | TX |
| S | TNRCC 1005 | 90019208 | Total Petroleum Hydrocarbons<br>(TPH)                        | 2050 | TX |

## Attachment N

### Lab Data

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

Outfalls 002M was chosen since it is the only outfall in the active mining phase. Outfall 003R was chosen to represent the RRC Thermo A-1 mining area which is in full reclamation. Outfall 009R was chosen to represent a reclamation outfall.



**Luminant Mining Company LLC - Monticello-Thermo Lignite Mining Area**

**TABLE 1 for Outfall No.** 002M (Pond H-01)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants                                    | Sample 1<br>(mg/l) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|---|--------------------|--------------------|--------------------|--------------------|
|   | 1/2/2025           | 1/9/2025           | 1/16/2025          | 1/23/2025          |
| BOD (5-day)                                   | 2.08               | 2.03               | <2                 | <2                 |
| CBOD (5-day)                                  | 3.98               | 2.34               | 2.08               | <2                 |
| Chemical Oxygen Demand                        | <614               | <245               | <245               | 430                |
| Total Organic Carbon                          | 6.81               | 6.68               | 6.13               | 6.34               |
| Dissolved Oxygen                              | 21.20              | 25.30              | 25.20              | 24.30              |
| Ammonia Nitrogen                              | 0.06               | 0.06               | 0.112              | <0.0276            |
| Total Suspended Solids                        | 82                 | 48                 | 87                 | 51                 |
| Nitrate Nitrogen                              | 0.10               | 0.09               | 0.13               | 0.10               |
| Total Organic Nitrogen                        | 1.280              | 0.820              | 1.580              | 1.270              |
| Total Phosphorus                              | 0.054              | 0.122              | 0.120              | 0.110              |
| Oil and Grease                                | <1.4               | <1.4               | <1.4               | <1.4               |
| Total Residual Chlorine                       | 0.00               | 0.00               | 0.00               | 0.00               |
| Total Dissolved Solids                        | 308                | 268                | 964                | 306                |
| Sulfate                                       | 24                 | 25                 | 24                 | 25                 |
| Chloride                                      | 5                  | 5                  | 5                  | 5                  |
| Fluoride                                      | 0.10               | 0.12               | <0.089             | 0.11               |
| Total Alkalinity (mg/L as CaCO <sub>3</sub> ) | 20                 | 22                 | 44                 | 24                 |
| Temperature (° F)                             | 49.82              | 39.20              | 39.20              | 39.20              |
| pH (standard Units)                           | 6.30               | 6.80               | 6.50               | 6.50               |

**TABLE 2 for Outfall No.** 002M (Pond H-01)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants           | Sample 1<br>(µg/L) | Sample 2 (µg/L) | Sample 3<br>(µg/L) | Sample 4 (µg/L) | MAL<br>(µg/L) |
|----------------------|--------------------|-----------------|--------------------|-----------------|---------------|
| Aluminum, total      | 14900              | 15200           | 8200               | 12500           | 2.5           |
| Antimony, total      | <0.75              | <0.75           | <0.75              | <0.75           | 5             |
| Arsenic, total       | 3.17               | 3.03            | 2.08               | 2.43            | 0.5           |
| Barium, total        | 88.2               | 96              | 95                 | 91              | 3             |
| Beryllium, total     | 0.67               | 0.57            | 0.53               | 0.51            | 0.5           |
| Cadmium, total       | <1                 | <1              | <1                 | <1              | 1             |
| Chromium, total      | 2.44               | 7.29            | 7.41               | 6.60            | 3             |
| Chromium, hexavalent | <3                 | <3              | <3                 | <3              | 3             |
| Chromium, trivalent  | <3                 | 7.29            | 7.41               | 6.60            | N/A           |
| Copper, total        | <2                 | 5.24            | 6.26               | 4.99            | 2             |
| Cyanide, available   | 3.90               | <3.4            | <3.4               | <3.4            | 2/10          |
| Lead, total          | 6.88               | 6.03            | 4.14               | 4.80            | 5             |
| Mercury, total       | 0.03               | 0.03            | 0.02               | 0.02            | 0.005/0.0005  |
| Nickel, total        | 4.34               | 7.67            | 6.15               | 7.05            | 2             |
| Selenium, total      | 2.44               | 1.96            | 1.51               | 2.20            | 5             |
| Silver, total        | <0.390             | <0.390          | <0.390             | <0.390          | 0.5           |
| Thallium, total      | <0.415             | <0.415          | <0.415             | <0.415          | 0.5           |
| Zinc, total          | 12                 | 30              | 29                 | 27              | 5             |

**Luminant Mining Company LLC - Monticello-Thermo Lignite Mining Area**

**TABLE 1 for Outfall No.** 003R (Pond A1-1)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants                                    | Sample 1<br>(mg/l)<br>1/2/2025 | Sample 2<br>(mg/L)<br>1/9/2025 | Sample 3<br>(mg/L)<br>1/16/2025 | Sample 4<br>(mg/L)<br>1/23/2025 |
|---|--------------------------------|--------------------------------|---------------------------------|---------------------------------|
| BOD (5-day)                                   | 4.72                           | 4.70                           | 3.34                            | 4.5                             |
| CBOD (5-day)                                  | 7.18                           | 6.26                           | 3.34                            | 4.3                             |
| Chemical Oxygen Demand                        | <614                           | <245                           | <245                            | <245                            |
| Total Organic Carbon                          | 10.20                          | 10.20                          | 9.44                            | 9.63                            |
| Dissolved Oxygen                              | 78.10                          | 10.25                          | 25.20                           | 21.30                           |
| Ammonia Nitrogen                              | 0.28                           | 0.23                           | 0.186                           | 0.116                           |
| Total Suspended Solids                        | 28                             | 28                             | 13                              | 22                              |
| Nitrate Nitrogen                              | <0.059                         | <0.059                         | <0.059                          | <0.059                          |
| Total Organic Nitrogen                        | 2.200                          | 1.580                          | 1.280                           | 1.920                           |
| Total Phosphorus                              | 0.052                          | 0.064                          | 0.052                           | 0.059                           |
| Oil and Grease                                | <1.4                           | <1.4                           | <1.4                            | <1.4                            |
| Total Residual Chlorine                       | 0.00                           | 0.00                           | 0.00                            | 0.00                            |
| Total Dissolved Solids                        | 69                             | 253                            | 102                             | 92                              |
| Sulfate                                       | 4                              | 4                              | 3                               | 4                               |
| Chloride                                      | 4                              | 4                              | 3                               | 4                               |
| Fluoride                                      | 0.14                           | 0.13                           | <0.089                          | 0.12                            |
| Total Alkalinity (mg/L as CaCO <sub>3</sub> ) | 30                             | 36                             | 40                              | 40                              |
| Temperature (° F)                             | 51.26                          | 42.80                          | 42.80                           | 39.20                           |
| pH (standard Units)                           | 6.80                           | 7.50                           | 6.30                            | 6.80                            |

**TABLE 2 for Outfall No.** 003R (Pond A1-1)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants           | Sample 1 (µg/L) | Sample 2 (µg/L) | Sample 3 (µg/L) | Sample 4 (µg/L) | MAL<br>(µg/L) |
|----------------------|-----------------|-----------------|-----------------|-----------------|---------------|
| Aluminum, total      | 1180            | 1300            | 619             | 17900           | 2.5           |
| Antimony, total      | 0.75            | <0.750          | <0.750          | <0.750          | 5             |
| Arsenic, total       | 1.58            | 1.58            | 0.98            | 1.57            | 0.5           |
| Barium, total        | 43.5            | 43              | 45              | 44              | 3             |
| Beryllium, total     | <0.271          | <0.271          | <0.271          | <0.271          | 0.5           |
| Cadmium, total       | <1              | <1              | <1              | <1              | 1             |
| Chromium, total      | 0.50            | 0.76            | 1.01            | 0.65            | 3             |
| Chromium, hexavalent | <3              | <3              | <3              | <3              | 3             |
| Chromium, trivalent  | <3              | <3              | <3              | <3              | N/A           |
| Copper, total        | <2              | <2              | <2              | <2              | 2             |
| Cyanide, available   | <3.4            | <3.4            | <3.4            | 3.60            | 2/10          |
| Lead, total          | 1.07            | 0.95            | 0.68            | 1.35            | 5             |
| Mercury, total       | 0.09            | 0.08            | 0.07            | 0.07            | 0.005/0.0005  |
| Nickel, total        | <2              | <2              | <2              | <2              | 2             |
| Selenium, total      | <0.590          | <0.590          | 0.68            | 1.49            | 5             |
| Silver, total        | <0.390          | <0.390          | <0.390          | <0.390          | 0.5           |
| Thallium, total      | <0.415          | <0.415          | <0.415          | <0.415          | 0.5           |
| Zinc, total          | <3              | 3               | 6               | 4               | 5             |

**Luminant Mining Company LLC - Monticello-Thermo Lignite Mining Area**

**TABLE 1 for Outfall No.** 006R (Pond B-17)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants                                    | Sample 1<br>(mg/l) | Sample 2<br>(mg/L) | Sample 3<br>(mg/L) | Sample 4<br>(mg/L) |
|---|--------------------|--------------------|--------------------|--------------------|
|   | 1/2/2025           | 1/9/2025           | 1/16/2025          | 1/23/2025          |
| BOD (5-day)                                   | 3.02               | <2                 | 15.40              | 2.2                |
| CBOD (5-day)                                  | 4.80               | 2.18               | 11.40              | <2                 |
| Chemical Oxygen Demand                        | <614               | 310                | <245               | <245               |
| Total Organic Carbon                          | 8.91               | 8.81               | 8.12               | 8.13               |
| Dissolved Oxygen                              | 21.20              | 28.10              | 78.40              | 32.30              |
| Ammonia Nitrogen                              | 0.46               | 0.36               | 0.248              | 0.101              |
| Total Suspended Solids                        | 6                  | 5                  | 5                  | 6                  |
| Nitrate Nitrogen                              | 0.38               | 0.50               | 0.58               | 0.58               |
| Total Organic Nitrogen                        | 0.905              | 2.440              | 1.090              | 0.999              |
| Total Phosphorus                              | 0.131              | 0.138              | 0.130              | 0.129              |
| Oil and Grease                                | <1.4               | <1.4               | <1.4               | <1.4               |
| Total Residual Chlorine                       | 0.00               | 0.00               | 0.00               | 0.00               |
| Total Dissolved Solids                        | 112                | 141                | 88                 | 429                |
| Sulfate                                       | 6                  | 6                  | 6                  | 6                  |
| Chloride                                      | 5                  | 5                  | 4                  | 5                  |
| Fluoride                                      | 0.13               | 0.11               | 0.12               | 0.13               |
| Total Alkalinity (mg/L as CaCO <sub>3</sub> ) | 54                 | 64                 | 56                 | 60                 |
| Temperature (° F)                             | 48.38              | 42.80              | 41.00              | 39.20              |
| pH (standard Units)                           | 7.10               | 7.00               | 6.40               | 6.80               |

**TABLE 2 for Outfall No.** 006R (Pond B-17)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants           | Sample 1<br>(µg/L) | Sample 2 (µg/L) | Sample 3<br>(µg/L) | Sample 4 (µg/L) | MAL<br>(µg/L) |
|----------------------|--------------------|-----------------|--------------------|-----------------|---------------|
| Aluminum, total      | 439                | 661             | 418                | 899             | 2.5           |
| Antimony, total      | <0.750             | <0.750          | <0.750             | 1.35            | 5             |
| Arsenic, total       | 0.97               | 1.27            | 0.78               | 1.19            | 0.5           |
| Barium, total        | 44.6               | 45              | 47                 | 44              | 3             |
| Beryllium, total     | <0.271             | <0.271          | <0.271             | <0.271          | 0.5           |
| Cadmium, total       | <1                 | <1              | <1                 | <1              | 1             |
| Chromium, total      | 0.41               | 0.55            | 0.87               | 0.53            | 3             |
| Chromium, hexavalent | <3                 | <3              | <3                 | <3              | 3             |
| Chromium, trivalent  | <3                 | <3              | <3                 | <3              | N/A           |
| Copper, total        | <2                 | <2              | <2                 | <2              | 2             |
| Cyanide, available   | <3.4               | 3.80            | <3.4               | 6.10            | 2/10          |
| Lead, total          | 0.41               | 0.41            | 0.48               | 0.58            | 5             |
| Mercury, total       | 0.04               | 0.04            | 0.02               | 0.02            | 0.005/0.0005  |
| Nickel, total        | <2                 | <2              | <2                 | <2              | 2             |
| Selenium, total      | <0.590             | <0.590          | <0.590             | <0.590          | 5             |
| Silver, total        | <0.390             | <0.390          | <0.390             | <0.390          | 0.5           |
| Thallium, total      | <0.415             | <0.415          | <0.415             | <0.415          | 0.5           |
| Zinc, total          | <3                 | <3              | <3                 | <3              | 5             |

**Luminant Mining Company LLC- Monticello-Thermo Lignite Mining Area**

**TABLE 3**

**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** with nonprocess wastewater and stormwater associated with insustrial activities commingled with other wastestreams (see instrcutions for additional guidance).

**TABLE 3 for Outfall No.** 002M (Pond H-01)

Samples are (check one): Composites ☐ Grabs ☒

| Pollutants   | Samp. 1<br>(µg/l)* | Samp. 2<br>(µg/l)* | Samp. 3<br>(µg/l)* | Samp. 4<br>(µg/l)* | MAL<br>(µg/L)* |
|--|--------------------|--------------------|--------------------|--------------------|----------------|
| Acrylonitrile                                      | <3.07              | <3.07              | <3.07              | <3.07              | 50             |
| Anthracene   | <0.884             | <0.884             | <0.884             | <0.983             | 10             |
| Benzene  | <0.278             | <0.278             | <0.278             | <0.278             | 10             |
| Benzidine  | <50                | <50                | <50                | <55.6              | 50             |
| Benzo(a)anthracene                                 | <1                 | <1                 | <1                 | <1.11              | 5              |
| Benzo(a)pyrene                                     | <1                 | <1                 | <1                 | <1.11              | 5              |
| Bis(2-chloroethyle)ether                           | <1.08              | <1.08              | <1.08              | <1.2               | 10             |
| Bis(2-ethylhexyl)phthalate                         | <1.88              | <1.88              | <1.88              | <2.09              | 10             |
| Bromodichloromethane<br>[Dibromochloromethane]     | <0.794             | <0.794             | <0.794             | <0.794             | 10             |
| Bromoform  | <1.24              | <1.24              | <1.24              | <1.24              | 10             |
| Carbon tetrachloride                               | <0.503             | <0.503             | <0.503             | <0.503             | 2              |
| Chlorobenzene                                      | <0.286             | <0.286             | <0.286             | <0.286             | 10             |
| Chlorodibromomethande                              | <0.854             | <0.854             | <0.854             | <0.854             | 10             |
| Chloroform   | <0.239             | <0.239             | <0.239             | <0.239             | 10             |
| Chrysene   | <1                 | <1                 | <1                 | <1.11              | 5              |
| <i>m</i> -Cresol [3-Methylphenol]                  | <1.04              | <1.04              | <1.04              | <1.16              | 10             |
| <i>o</i> -Cresol [2-Methylphenol]                  | <0.914             | <0.914             | <0.914             | <1.02              | 10             |
| <i>p</i> -Cresol [4-Methylphenol]                  | <1.04              | <1.04              | <1.04              | <1.16              | 10             |
| 1,2-Dibromoethane                                  | <0.252             | <0.252             | <0.252             | <0.252             | 10             |
| <i>m</i> -Dichlorobenzene<br>[1,3-Dichlorobenzene] | <0.338             | <0.338             | <0.338             | <0.338             | 10             |
| <i>o</i> -Dichlorobenzene<br>[1,2-Dichlorobenzene] | <0.304             | <0.304             | <0.304             | <0.304             | 10             |
| <i>p</i> -Dichlorobenzene<br>[1,4-Dichlorobenzene] | <0.373             | <0.373             | <0.373             | <0.373             | 10             |
| 3,3'-Dichlorobenzidine                             | <1.50              | <1.50              | <1.50              | <1.67              | 5              |
| 1,2-Dichloroethane                                 | <0.213             | <0.213             | <0.213             | <0.213             | 10             |
| 1,1-Dichloroethene<br>[1,1-Dichloroethylene]       | <0.461             | <0.461             | <0.461             | <0.461             | 10             |
| Dichloromethane<br>[Methylene chloride]            | <2.85              | <2.85              | <2.85              | <2.85              | 20             |
| 1,2-Dichloropropane                                | <0.257             | <0.257             | <0.257             | <0.257             | 10             |
| 1,3-Dichloropropene<br>[1,3-Dichloropropylene]     | <0.45              | <0.45              | <0.45              | <0.45              | 10             |



**Luminant Mining Company LLC- Monticello-Thermo Lignite Mining Area**

| <b>Pollutants (Outfall 002M)</b>             | <b>Sample 1<br/>(µg/L)</b> | <b>Sample 2<br/>(µg/L)</b> | <b>Sample 3<br/>(µg/L)</b> | <b>Sample 4<br/>(µg/L)</b> | <b>MAL<br/>(µg/L)*</b> |
|--|----------------------------|----------------------------|----------------------------|----------------------------|------------------------|
| 2,4-Dimethylphenol                           | <0.891                     | <0.891                     | <0.891                     | <0.990                     | 10                     |
| Di- <i>n</i> -Butyl phthalate                | <1.13                      | <1.13                      | <1.13                      | <1.26                      | 10                     |
| Ethylbenzene                                 | <0.192                     | <0.192                     | <0.192                     | <0.192                     | 10                     |
| Fluoride                                     | 104                        | 124                        | <89                        | 107                        | 500                    |
| Hexachlorobenzene                            | <1.07                      | <1.07                      | <1.07                      | <1.19                      | 5                      |
| Hexachlorobutadiene                          | <0.937                     | <0.937                     | <0.937                     | <0.937                     | 10                     |
| Hexachlorocyclopentadiene                    | <5                         | <5                         | <5                         | <5.56                      | 10                     |
| Hexachloroethane                             | <0.787                     | <0.787                     | <0.787                     | <0.874                     | 20                     |
| Methyl ethyl ketone                          | <7.44                      | <7.44                      | <7.44                      | <7.44                      | 50                     |
| Nitrobenzene                                 | <0.961                     | <0.961                     | <0.961                     | <1.07                      | 10                     |
| <i>N</i> -Nitrosodiethylamine                | <0.975                     | <0.0975                    | <0.0975                    | <1.08                      | 20                     |
| <i>N</i> -Nitroso-di- <i>n</i> -butylamine   | <1.51                      | <1.51                      | <1.51                      | <1.68                      | 20                     |
| Nonylphenol                                  | <10                        | <10                        | <10                        | <11.1                      | 333                    |
| Pentachlorobenzene                           | <0.811                     | <0.811                     | <0.811                     | <0.901                     | 20                     |
| Pentachlorophenol                            | <1.12                      | <1.12                      | <1.12                      | <1.24                      | 5                      |
| Phenathrene                                  | <0.975                     | <0.975                     | <0.975                     | <1.08                      | 10                     |
| Polychlorinated biphenyls (PCBs)(**)         | <0.0606                    | <0.0601                    | <0.0607                    | <0.0605                    | 0.2                    |
| Pyridine                                     | <10                        | <10                        | <10                        | <11.1                      | 20                     |
| 1,2,4,5-Tetrachlorobenzene                   | <0.646                     | <0.646                     | <0.646                     | <0.718                     | 20                     |
| 1,1,2,2-Tetrachloroethane                    | <0.246                     | <0.246                     | <0.246                     | <0.246                     | 10                     |
| Tetrachloroethene<br>[Tetrachloroethylene]   | <0.316                     | <0.316                     | <0.316                     | <0.316                     | 10                     |
| Toluene                                      | <0.308                     | <0.308                     | <0.308                     | <0.308                     | 10                     |
| 1,1,1-Trichloroethane                        | <0.457                     | <0.457                     | <0.457                     | <0.457                     | 10                     |
| 1,1,2-Trichloroethane<br>[Trichloroethylene] | <0.144                     | <0.144                     | <0.144                     | <0.144                     | 10                     |
| 2,4,5-Trichlorophenol                        | <0.935                     | <0.935                     | <0.935                     | <1.04                      | 50                     |
| TTHM (Total Trihalomethanes)                 | <0.232                     | <0.232                     | <0.232                     | <0.232                     | 10                     |
| Vinyl Chloride                               | <0.592                     | <0.592                     | <0.592                     | <0.592                     | 10                     |

(\*) Indicate units if different from µg/L.

(\*\*) Total of 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 6 (Instructions, Page 52)**Completion of Table 6 is **required** for all external outfalls**TABLE 6 for Outfall No.** 002M (Pond H-01)Samples are (check one): Composites ☐ Grabs ☒

| 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                      | X                |                 | 0.11            |                 |                 |                 | 400         |
| Color (PCU)                  | X                |                 | 100             |                 |                 |                 | --          |
| Nitrate-Nitrite(as N)        |                  | X               | <0.5            |                 |                 |                 | --          |
| Sulfide(as S)                | X                |                 | 0.177           |                 |                 |                 | --          |
| Sulfite(as SO <sub>3</sub> ) |                  | X               | <5              |                 |                 |                 | --          |
| Surfactants                  |                  | X               | <0.2            |                 |                 |                 | --          |
| Boron, total                 | X                |                 | 0.03            |                 |                 |                 | 20          |
| Cobalt, total                | X                |                 | 0.002730        |                 |                 |                 | 0.3         |
| Iron, total                  | X                |                 | 10.60           |                 |                 |                 | 7           |
| Magnesium, total             | X                |                 | 3.54            |                 |                 |                 | 20          |
| Manganese, total             | X                |                 | 0.0455          |                 |                 |                 | 0.5         |
| Molybdenum, total            |                  | X               | <0.000255       |                 |                 |                 | 1           |
| Tin, total                   |                  | X               | <0.003          |                 |                 |                 | 5           |
| Titanium, total              | X                |                 | 0.12            |                 |                 |                 | 30          |

\* Indicate units if different from µ/L.

**TABLE 6 (Instructions, Page 52)**

Completion of Table 6 is **required** for all external outfalls

**TABLE 6 for Outfall No.** 003R (Pond A1-1)

Samples are (check one): Composites ☐ Grabs ☒

| 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                      |                  | X               | <0.062          |                 |                 |                 | 400         |
| Color (PCU)                  | X                |                 | 50              |                 |                 |                 | --          |
| Nitrate-Nitrite(as N)        |                  | X               | <0.5            |                 |                 |                 | --          |
| Sulfide(as S)                |                  | X               | <0.0290         |                 |                 |                 | --          |
| Sulfite(as SO <sub>3</sub> ) |                  | X               | <0.2            |                 |                 |                 | --          |
| Surfactants                  |                  | X               | <0.2            |                 |                 |                 | --          |
| Boron, total                 | X                |                 | 0.02            |                 |                 |                 | 20          |
| Cobalt, total                | X                |                 | 0.000625        |                 |                 |                 | 0.3         |
| Iron, total                  | X                |                 | 1.73            |                 |                 |                 | 7           |
| Magnesium, total             | X                |                 | 2.10            |                 |                 |                 | 20          |
| Manganese, total             | X                |                 | 0.09            |                 |                 |                 | 0.5         |
| Molybdenum, total            |                  | X               | <0.000255       |                 |                 |                 | 1           |
| Tin, total                   | X                |                 | <0.003          |                 |                 |                 | 5           |
| Titanium, total              | X                |                 | 0.01            |                 |                 |                 | 30          |

\* Indicate units if different from µ/L.

**TABLE 6 (Instructions, Page 52)**

Completion of Table 6 is **required** for all external outfalls

**TABLE 6 for Outfall No.** 006R (Pond B-17)

Samples are (check one): Composites ☐ Grabs ☒

| 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                      |                  | X               | <0.062          |                 |                 |                 | 400         |
| Color (PCU)                  | X                |                 | 50              |                 |                 |                 | --          |
| Nitrate-Nitrite(as N)        |                  | X               | <0.5            |                 |                 |                 | --          |
| Sulfide(as S)                | X                |                 | 0.053           |                 |                 |                 | --          |
| Sulfite(as SO <sub>3</sub> ) |                  | X               | <5              |                 |                 |                 | --          |
| Surfactants                  |                  | X               | <0.2            |                 |                 |                 | --          |
| Boron, total                 | X                |                 | 0.03            |                 |                 |                 | 20          |
| Cobalt, total                |                  | X               | <0.000355       |                 |                 |                 | 0.3         |
| Iron, total                  | X                |                 | 1.77            |                 |                 |                 | 7           |
| Magnesium, total             | X                |                 | 3.25            |                 |                 |                 | 20          |
| Manganese, total             | X                |                 | 0.11            |                 |                 |                 | 0.5         |
| Molybdenum, total            |                  | X               | <0.000255       |                 |                 |                 | 1           |
| Tin, total                   |                  | X               | <0.003          |                 |                 |                 | 5           |
| Titanium, total              | X                |                 | 0.01            |                 |                 |                 | 30          |

\* Indicate units if different from µ/L.



Attachment O

SPIF

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

# 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](mailto:WQ-ARPTeam@tceq.texas.gov) or by phone at (512) 239-4671.

The following applies to all applications:

1. Permittee: Luminant Mining Company LLC

Permit No. WQ00 04122000

EPA ID No. TX 00071081

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

Facility entrance is at the intersection of FM 1870 and CR 2309, Sulphur Springs, Hopkins County

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: Celi Fernandez

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

Title: Environmental Manager

Mailing Address: 6555 Sierra Drive

City, State, Zip Code: Irving, TX, 75039

Phone No.: 214-875-8956 Ext.:

Fax No.:

E-mail Address: celi.fernandez@luminant.com

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

N/A

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.

Via outfalls 001M/R-009M/R, thence to unnamed tributaries, thence to Rock Creek, thence to White Oak Creek, thence to the Sulphur/South Sulphur River in Segment 0303 of the Sulphur 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):

The Thermo and Thermo A-1 Mine Areas consist of approximately 4,792 acres of land which 3,470 acres have been impacted during the life of the mine activities.

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

Existing disturbances include mine excavation and access roads. Reclamation land covers approximately 3,200 acres of the disturbed area.

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:

N/A

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

N/A



Attachment P

Property Owner Agreement

Luminant Mining Company LLC  
Thermo Lignite Mining Area  
TPDES Permit No. WQ0004122000

## **Administrative Report Section 10.f Land Ownership**

Lignite production at Thermo Mine ended in 2013. Since that time, Luminant has continued to reclaim mined areas, monitor for restoration success, and maintain permit compliance, including TPDES permit WQ0004122000.

In 2016 the City of Sulphur Springs expressed interest in obtaining Thermo property. Discussions around this culminated in the signing of a Development Agreement between Luminant and the City of Sulphur Springs on October 16, 2018. (Attachment P). This Development Agreement establish the conditions of Luminant transferring the property to the City with Luminant maintaining the regulatory obligations associated with the ending of mining activities, including TPDES permit WQ0004122000. In Section 3.2, the Development agreement states that reclamation by Luminant will be in accordance with Environmental Regulations including the permits listed in Exhibit K. Exhibit K lists "TCEQ, Wastewater Discharge permit, Monticello-Thermo, No. 4122," which is TPDES Permit WQ0004122000.

On November 22, 2019 Luminant transferred land ownership of the Monticello-Thermo Mine to the City of Sulphur Springs. As a part of that transfer, the City of Sulphur Springs granted Exclusive Easement (Attachment P) to provide Luminant with unimpeded and unrestricted access to implement and fulfill reclamation obligations (Section 1). Reclamation obligations include ". . any other permits listed on Exhibit "K" of the Development Agreement. ." (Section 3.D). This Easement "shall continue in full force and effect for an indefinite period; provided, however, each such easement shall terminate upon the full and final release of... regulatory... obligations..." (Section 5).

While there is no lease between the property owner, City of Sulphur Springs, and the owner/operator of the facilities, Luminant, there is a binding agreement in the form of the Development Agreement and Easement, that allows Luminant operate under wastewater permit WQ0004122000 until no longer required.

---

**DEVELOPMENT AGREEMENT**  
**BETWEEN**  
**LUMINANT GENERATION COMPANY LLC**  
**LUMINANT MINING COMPANY LLC**  
**AND**  
**THE CITY OF SULPHUR SPRINGS**  
  
**DATED OCTOBER 16, 2018**

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## DEVELOPMENT AGREEMENT

This Development Agreement (the "Agreement") is entered into pursuant to Section 212.172, and Chapters 271 and 380 of the Texas Local Government Code between the City of Sulphur Springs, Texas (the "City"), a municipal corporation organized under Article 11 of the Texas Constitution, whose address is 125 South Davis Street, Sulphur Springs, Texas 75482, acting by and through its City Manager, and Luminant Mining Company LLC and Luminant Generation Company LLC (together, "Luminant"), each a Texas limited liability company, with principal offices at 6555 Sierra Drive, Irving, Texas (City and Luminant are sometimes individually referred to as a "Party", and collectively as the "Parties").

### RECITALS

**WHEREAS**, the City is a home rule city in Hopkins County, Texas; and

**WHEREAS**, Luminant owns approximately 4,901.228 acres of unincorporated real property in Hopkins County, Texas (the "Land"), more particularly and separately described in the attached Exhibit "A", some of which is located in the extraterritorial jurisdiction of the City ("ETJ"); and

**WHEREAS**, portions of the Land were permitted for mining operations by Luminant, which mining has been completed; and

**WHEREAS**, a portion of the Land, more particularly and separately described in the attached Exhibit "A", was permitted for mining operations by Luminant, which mining has been completed (the "Reclamation Tract"), and is now subject to the reclamation requirements of the Railroad Commission of Texas ("RRC"), which requirements are codified in 16 Texas Administrative Code § 12.1 et seq. (the "Coal Mining Regulations") and governed by Permit Nos. 5G and 56, issued by RRC to Luminant, as amended from time to time (together with the other permits listed herein, the "Permits"), and secured by a blanket collateral bond posted by Luminant (the "Bond"), which is required to be maintained with the RRC in an amount sufficient to cover the approved reclamation cost until release of all reclamation obligations; and

**WHEREAS**, the Reclamation Tract is also subject to the rules and regulations of various other regulatory agencies including, but not limited to, the Texas Commission on Environmental Quality ("TCEQ") and the United States Army Corps of Engineers (the "Corps") (the regulations, collectively, the "Environmental Regulations"); and

**WHEREAS**, Luminant, in furtherance of its operations, placed or constructed certain Improvements and Facilities (both defined herein) on the Land, and will, subject to this Agreement, install certain Improvements on the Reclamation Tract, namely a water impoundment, stream channels and forested wetlands (the Improvements, Facilities and Land, collectively referred to as the "Property"); and

**WHEREAS**, the City desires to own and flexibly develop, use and maintain the Property as a multi-use site for the benefit of its residents; and

**WHEREAS**, Luminant desires (i) to transfer the Property to the City, and (ii) to prepare the Property to be developed by the City into a multi-use site, all subject to (a) Luminant's ability to continue the current use of certain portions of the Land, which includes Luminant's ability to continue reclamation operations; (b) Luminant's ability to remain in compliance with the Coal



Mining Regulations, the Permits, the Environmental Regulations and any other rules and regulations covering its reclamation obligations or its occupancy of the Land; (c) the final approval by the RRC of all necessary permit revisions, and the release of the Reclamation Tract from the Permits, the Bonds, the Environmental Regulations and from any other programs or permits covering reclamation obligations (the “Releases”); and (d) the City’s guarantee that the City’s current or future land-use and development regulations and/or ordinances shall not be applicable to the Reclamation Tract and any Facilities or Improvements located thereon until the Releases have been provided in full and final form, in consideration for which, among other things, Luminant agrees to enter into this Agreement; and

**WHEREAS**, the City desires to permit Luminant to continue reclaiming the Reclamation Tract in accordance with (i) the Coal Mining Regulations, the Permits, the Environmental Regulations, and any other rules and regulations covering reclamation obligations on the Reclamation Tract, and (ii) this Agreement, without the Reclamation Tract being subject to current or future land-use and development regulations and/or ordinances of the City; and

**WHEREAS**, the RRC supports reclamation activities and changes of land-use that result in beneficial land use by the general public and, specifically, local communities; and

**WHEREAS**, the Land is eligible to be the subject of a development agreement under Section 212.172 of the Local Government Code and an economic development agreement under Chapter 380 of the Texas Local Government Code; and

**WHEREAS**, this Agreement is entered into in compliance with Section 212.172 and Chapter 380, in order to address the desires of Luminant and the City; and

**WHEREAS**, the City will be the beneficiary of the reclamation activities undertaken by Luminant, which activities constitute services for purposes of Chapter 271 of the Texas Local Government Code; and

**WHEREAS**, the City Council has found that development of the Property in compliance with this Agreement will serve a public purpose, be in the best interests and welfare of the public, and provide future benefit to the economy of the City; and

**WHEREAS**, the City Council authorized and approved this Agreement at a special meeting of the City Council subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on October 16, 2018 (Resolution No. 1155), that approved this Agreement with Luminant on the terms and conditions herein; and

**WHEREAS**, Luminant and the City acknowledge that this Agreement is binding upon the City and Luminant, and their respective heirs, successors and assigns for the Term (defined herein) of this Agreement; and

**WHEREAS**, this Agreement is to be recorded in the Real Property Records of Hopkins County.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

## SECTION 1. PURPOSES, AUTHORITY AND CONSIDERATION

1.1 Authority. Authority for Luminant and the City to enter into this Agreement exists under the City Charter of the City, Section 212.172 and Chapters 271 and 380 of the Texas Local Government Code, and such other statutes as may be applicable. The approval of this Agreement is subject to and contingent upon authorization granted by the City Council.

1.2 Benefits. The City desires to enter into this Agreement to enhance the City's ability to plan for, enhance, coordinate and control the development of the Property. The City acknowledges that such enhancement and control will allow it to develop the Property as a multi-use site and be competitive in attracting industry and business to the City. The City desires to attract business and tax revenue for the benefit of the City and its residents, and thereby stimulate economic growth in the future, provide for efficient use of the Property, and serve a valuable public purpose.

Luminant desires to enter into this Agreement to facilitate the efficient and cost-effective reclamation and re-use of the Property and will benefit from the certainty provided by this Agreement with respect to its reclamation obligations and annexation, and from commitments made by the City with respect to the existing and planned Facilities and Improvements.

1.3 Consideration. The benefits to the Parties set forth in the Recitals and herein, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is acknowledged by the Parties.

1.4 Effective Date. This Agreement shall be effective on the date this Agreement is fully executed by both Parties.

1.5 Term. The term of this Agreement will commence on the Effective Date and continue for fifteen (15) years (the "Term").

1.5.1 Extensions to Term. Prior to the termination of the Term, and with one hundred eighty (180) days written notice to the City, Luminant, or any of its respective successors or assigns, may extend this Agreement for additional periods of five (5) years each if the Permits, the Bond, the Environmental Regulations and another rules and regulations covering reclamations obligations have not been fully and finally released; provided, however, that (i) Luminant is not in Material Breach of the Agreement, and (ii) such additional periods do not cumulatively exceed the limitations of State law.

1.5.2 Early Termination. Luminant may terminate this Agreement at any time after Closing but prior to the end of the Term, including as extended, if necessary, provided that:

1.5.2.1 the Permits, the Bond, the Environmental Regulations and any other rules and regulations covering reclamation obligations have been fully and finally released; or

1.5.2.2 the City has not satisfied the Conditions Precedent (defined herein) by the date set in Section 4 hereof.

## SECTION 2. PURCHASE AND SALE

2.1 Purchase and Sale. Luminant agrees to sell and convey and the City agrees to purchase and pay for the Property. For clarity, the Property shall include all rights of Luminant whatsoever



in and to the Property, including without limitation all of Luminant's right, title and interest in and to adjacent streets, alleys, strips, gores, rights-of-way, privileges, easements, interests and appurtenances thereto. Luminant's rights and obligations under the Permits, its rights under the Exclusive Easement, and the rights otherwise reserved herein are hereby excluded from the Property.

2.2 Purchase Price. The purchase price for the Property is One Hundred and No/100 Dollars (\$100.00), and other good and valuable consideration consisting of the mutual covenants, restrictions, obligations and provisions of this Agreement.

2.3 Description of Property. The Property consists of and includes the following Land, Facilities, Improvements and other real and personal properties.

2.3.1 Land. The Land is 4901.228 acres more or less, as identified on Exhibit "A" attached hereto.

2.3.1.1 Description. The Parties acknowledge and agree that some of the descriptions describing portions of the Land are based on deed references, including metes and bounds, which are based on surveys conducted decades ago. The Parties acknowledge and agree that the Property description attached hereto is sufficient to accurately identify the Property to be conveyed until delivery and approval or deemed approval of a Survey of the Property. Upon approval or deemed approval of the Survey, the Property description set forth in the Survey shall be the description of the Property for all purposes of this Agreement.

2.3.1.2 Surveys. Luminant will furnish to the City any existing surveys or property descriptions of the Land that are in Luminant's possession. Should the City require a recertification of such surveys, recertification will be done at the City's sole cost and expense. For those portions of the Land that do not have a survey or a metes and bounds deed description, a legal description of the Land will be made by a registered professional land surveyor at the City's expense.

2.3.2 Facilities. Existing facilities on the Land include, but are not limited to, office and maintenance buildings, tank farms (bulk storage tanks), warehouse and warehouse yards, and storage and parking areas and rail sidings, as identified on Exhibit "D" attached hereto (the "Facilities").

2.3.3 Improvements. Existing Improvements on the Land include, but are not limited to, certain wetlands, haul roads, rail lines (including the KCS switch and rail crossing), culverts, access roads, drop structures, and the FM 1870 Bridge. Luminant will construct, as future Improvements, the Water Impoundments, stream channels and forested wetlands on the Land, as identified on Exhibit "E" attached hereto (the "Improvements").

2.3.3.1 Water Impoundments. The existing and future ponds or water bodies ("Water Impoundments"), some of which will require the City to secure authorization from TCEQ to store and/or use the water stored within such Water Impoundments, as listed with more specificity on Exhibit "L":

- a. A-18 Pond;
- b. B-15 Pond;

- c. B-17 Pond;
- d. B-18 Pond;
- e. C-06 Pond;
- f. D-03 Pond;
- g. G-13 Pond; and
- h. H-03 Pond.

2.3.4 Existing Water Right. At Closing, Luminant will transfer to the City Water Right No. 5906 (“Water Right No. 5906”), which currently authorizes the storage and use of the water in the B-15 Pond, B-18 Pond and D-03 Pond, subject to retaining from the City the right to use Water Right No. 5906 through the completion of reclamation and receipt of all Releases.

2.3.5 Waste Landfills. The Land includes four (4) industrial solid waste disposal sites, all of which may contain Class III solid wastes, have been closed pursuant to and in compliance with TCEQ rules pertaining to industrial solid waste management, and have been deed recorded in the Hopkins County Real Property Records, copies of which are attached hereto as Exhibit “F”.

2.3.6 Monitoring Wells and Dewatering Wells. As depicted on the attached Exhibit “G”, there are monitoring wells and dewatering wells associated with Luminant’s reclamation obligations. Such “Monitoring Wells and Dewatering Wells” will remain under Luminant management and control, subject to the Exclusive Easement, which management and control will transfer to the City upon the expiration of the Exclusive Easement.

2.3.7 Permits. At the completion of reclamation and upon satisfaction of the requirements under any Environmental Regulation or Coal Mining Regulation, and, specifically, after all of Luminant’s obligations related to discharge to the Water Impoundments have been met and the Bond has been released as to all areas covered under the Texas Pollutant Discharge Elimination System permit no. WQ0004122000 (the “TPDES Permit”), Luminant will transfer said TPDES Permit to the City.

If the City desires to operate the existing sewer plant, which is covered under the TPDES Permit, prior to said transfer, the City must acquire a separate permit from TCEQ.

2.4 Excluded Property. The Property shall not include:

2.4.1 those certain tracts of land, identified in Exhibit “B” and totaling 148.964 acres, which are encumbered with a right of first refusal for the benefit of a third-party (the “Excluded Tracts”), ownership of which shall be retained by Luminant;

2.4.2 the 1.3 acre tract owned by Oncor; and

2.4.2 the silo, conveyor and crusher, all of which Luminant shall remove during its reclamation operations.



2.5 Property Inspection. The City shall have the right, until ten (10) days prior to Closing, to i) inspect the Property and verify the feasibility and suitability of the Property for the City's intended use, and ii) conduct all desired studies, tests, and inspections of the Property that the City deems advisable; provided, however, the City may only enter upon the Property to conduct inspections upon one (1) business days' notice to Luminant; provided further, however, neither the City nor its agent will be permitted to dig or excavate, nor conduct any soil borings or backhoe trenching on any portions of the Land without the advanced written consent of Luminant, which consent may be withheld by Luminant in its sole and absolute discretion. The City shall backfill and restore any hole or trench resulting from any approved inspection as soon as reasonably practicable after completing the inspection. The City agrees to provide evidence to Luminant, before the City or its agents enter the Property, of the City's policies or its agents' policies of general liability insurance with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit covering liabilities for personal injury, death and property damage arising out of activities on or about the Property by the City and its agents and contractors.

2.6 Property Condition. The Property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation (except as expressly with respect to title), either express or implied, concerning or pertaining to the Property is made by Luminant. LUMINANT DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS PERTAINING TO THE PROPERTY, OR ANY PART THEREOF, WHETHER EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING ANY WARRANTY OF TITLE (EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT), MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OF GOOD AND WORKMANLIKE SERVICE. LUMINANT SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE RECLAMATION OF THE PROPERTY HAS BEEN COMPLETED OR WILL BE COMPLETED ACCORDING TO ANY STANDARD OR REGULATION OTHER THAN THAT ESTABLISHED BY THE PERMITS, THE COAL MINING REGULATIONS, AND THE ENVIRONMENTAL REGULATIONS, OR THAT THE RECLAMATION HAS RENDERED OR WILL RENDER THE PROPERTY SUITABLE FOR THE CITY'S PURPOSE. LUMINANT SHALL HAVE NO LIABILITY TO THE CITY FOR LOSS CAUSED BY SETTLING OR SHIFTING SOILS, IT BEING UNDERSTOOD BY THE PARTIES THAT THE CITY SHALL HAVE AN INDEPENDENT INSPECTION CONDUCTED BY A QUALIFIED EXPERT BEFORE COMMENCING ANY DEVELOPMENT OF THE PROPERTY. IN NO EVENT SHALL LUMINANT BE HELD LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM THE CITY'S OWNERSHIP OR USE OF THE PROPERTY. The occurrence of the Closing shall constitute an acknowledgment by the City that the Property was accepted without representation or warranty, express or implied (except as set forth herein or in the special warranties of title set forth in the Deed) and otherwise in an "AS IS", "WHERE IS", and "WITH ALL FAULTS" condition based solely on the City's own inspection. The acknowledgments and agreements of the City set forth in this Section shall survive Closing and shall not be merged therein.

2.7 Environmental Disclaimer. EXCEPT AS SET FORTH HEREIN, LUMINANT DOES NOT AND HAS NOT MADE ANY REPRESENTATION OR WARRANTY REGARDING THE PRESENCE OR ABSENCE OF ANY HAZARDOUS SUBSTANCES (AS HEREINAFTER



DEFINED) ON, UNDER OR ABOUT THE PROPERTY OR THE COMPLIANCE OR NONCOMPLIANCE OF THE PROPERTY WITH THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, THE SUPERFUND AMENDMENT AND REAUTHORIZATION ACT, THE RESOURCE CONSERVATION RECOVERY ACT, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL ENVIRONMENTAL PESTICIDES ACT, THE CLEAN WATER ACT, THE TEXAS NATURAL RESOURCES CODE, THE TEXAS WATER CODE, THE TEXAS SOLID WASTE DISPOSAL ACT, THE TEXAS HAZARDOUS SUBSTANCES SPILL PREVENTION AND CONTROL ACT, ANY FEDERAL, STATE OR LOCAL "SUPERFUND" OR "SUPER LIEN" STATUTE, OR ANY OTHER STATUTE, LAW, ORDINANCE, CODE, RULE, REGULATION, ORDER OR DECREE REGULATING, RELATING TO OR IMPOSING LIABILITY (INCLUDING STRICT LIABILITY) OR STANDARDS OF CONDUCT CONCERNING ANY HAZARDOUS SUBSTANCES (COLLECTIVELY, THE "HAZARDOUS SUBSTANCE LAWS"). For purposes of this Agreement, the term "Hazardous Substances" shall mean and include those elements or compounds which are contained on the list of hazardous substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any Hazardous Substance Laws. THE CITY IS ADVISED THAT THE PRESENCE OF JURISDICTIONAL WETLANDS OR WATERS OF THE UNITED STATES, TOXIC SUBSTANCES, INCLUDING ASBESTOS AND WASTES OR OTHER ENVIRONMENTAL HAZARDS, OR THE PRESENCE OF A THREATENED OR ENDANGERED SPECIES OR ITS HABITAT MAY AFFECT THE CITY'S INTENDED USE OF THE PROPERTY. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT, BEING GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE CITY WILL BE PURCHASING THE PROPERTY PURSUANT TO ITS INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PROPERTY AND THE CITY IS RELYING UPON ITS OWN DETERMINATION OF THE VALUE OF THE PROPERTY AND USES TO WHICH THE PROPERTY MAY BE PUT, AND, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LUMINANT. THE CITY FURTHER ACKNOWLEDGES AND AGREES THAT WITH RESPECT TO ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY, THAT LUMINANT HAS NOT MADE AND WILL NOT BE OBLIGATED TO MAKE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION, AND LUMINANT MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. The acknowledgments and agreements of the City set forth in this Section shall survive Closing and shall not be merged therein.

2.8 Water and Water Impoundments. The Water Impoundments may currently be exempted from permitting through exemptions related to Luminant's mining and reclamation operations. The City acknowledges that it may not qualify for the exemptions Luminant is currently afforded. The City further acknowledges that its subsequent, post-Bond release changes of water uses, which shall be at the City's sole discretion, cost and expense, from agricultural to another purpose may trigger water rights requirements by TCEQ.



2.9 Disclosures. Luminant hereby discloses to the City, and the City hereby acknowledges, that portions of the Property have been used for a variety of functions related to the operation and maintenance of a mine and the equipment associated with such operation and maintenance. As well, portions of the Land have been used historically by prior owners and/or tenants for farming, hunting and ranching, and in connection with such uses prior owners and/or tenants may have used on the Land fertilizers, insecticides, pesticides, and other potentially hazardous materials commonly used in connection with such operations, and may have operated on the Land gasoline and diesel powered farm equipment and vehicles that typically result in incidental deposits of oil, gasoline, diesel or other hydrocarbons on the Land.

2.9.1 Luminant shall deliver to the City or provide the City with reasonable access to copies of all reports, including but not limited to environmental reports, and data and inspections held by or for Seller, of which Seller has knowledge, regarding the Land and the Property; this explicitly includes a Phase I environmental site assessment ("Phase I") to be performed on the loading station, shop and office area to be performed at the request of Luminant for the purposes of this Agreement ("Luminant's Phase I").

2.9.2 Subject to the insurance requirements in Section 2.5 herein, the City, at its sole discretion, cost and expense, will perform or have performed a Phase I on all or portions of the Land ("the City's Phase I").

2.9.3 Subject to the insurance requirements in Section 2.5 herein, the City, at its sole discretion, cost and expense, will perform or have performed a Phase II environmental site assessment ("the City's Phase II") based on the findings of the City's Phase I.

2.9.3.1 The Baseline Report. The City's Phase II shall establish the baseline environmental condition for all portions of the Land assessed under the City's Phase II. For all portions of the Land which are not assessed during the City's Phase II, Luminant's Phase I, the City's Phase I, or the collective information from both Phase Is shall establish the baseline environmental condition.

2.9.3.2 Notwithstanding that the transfer of the Land is being done on an as is, where is basis, as noted in Section 2.6 herein, and that Luminant makes no warranty or representation to the condition of the Land, except as explicitly stated in this Agreement, the Baseline Report(s) sets forth any known or suspected recognized environmental conditions affecting the subject Land as of the Closing. The Parties agree that there shall be a rebuttable presumption that environmental conditions identified through any means after the Closing that were not identified in the Baseline Report(s) represent environmental conditions that first arose after the Closing and which, as between Luminant and the City, shall be the sole responsibility of the City.

2.9.3.3 The Baseline Report(s) is not a representation or warranty by Luminant regarding the environmental or physical conditions of the subject Land, and Luminant shall have no liability in connection with the accuracy or completeness thereof.

The information referred to in this Section 2.9 is made available without representation by Luminant or recourse to Luminant. The City relies on such information at its own risk. Without limiting the generality of the foregoing, the City acknowledges that Luminant has made no representations (expressed or implied) regarding the accuracy of such information, the qualifications of the parties preparing such information, or the conclusions set forth therein.

**2.10 No Indemnification.** LUMINANT SHALL HAVE NO OBLIGATION TO INDEMNIFY OR HOLD THE CITY HARMLESS FROM AND AGAINST CLAIMS, SUITS, LIABILITIES, COSTS, LOSSES, DAMAGES, OR EXPENSES FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY, ARISING FROM, OR RELATING TO THE USE OF THE PROPERTY BY THE CITY, THE CITY'S SUCCESSORS OR ASSIGNS, OR THEIR EMPLOYEES, AGENTS, GUESTS, LESSEES, LICENSEES OR INVITEES.

### **SECTION 3. PROJECT; CONTROL OF RECLAMATION; GOVERNING REGULATIONS**

**3.1 Project Defined.** The "Project" established by the Agreement will be a multi-phased development project aimed at reclaiming the Property to an agricultural and/or industrial and commercial ("I/C") standard, for the benefit of the City's future marketing and/or development of the Property, in accordance with the Permits, the Coal Mining Regulations, and the Environmental Regulations. The Project includes all work by Luminant to satisfy any obligation of Luminant under any of the Permits, the Coal Mining Regulations, or the Environmental Regulations.

3.1.1 Luminant will submit the necessary administrative and/or significant revision applications to Mine Permit No. 5G and Mine Permit No. 56 to facilitate compliance with the Coal Mining Regulations and in furtherance of the Project, including, but not limited to, reclamation, land use, structure designs, bond map updates, surface and groundwater monitoring reports or monitoring changes, conversion of temporary structures to permanent, design packages, well transfers, reclamation cost estimates, groundcover and productivity reports, vegetation monitoring and Bond release.

3.1.2 Luminant will submit the following to the Corps in furtherance of the Project:

- a. An environmental covenant or deed restriction, in substantially similar form as attached hereto in Exhibit "H", for protection of certain jurisdictional Waters of the United States ("WOTUS") on the Land within Thermo A-1 Area and H-Area (zones C4 and D2), subject to further discussion with the Corps at the maturity of the mitigation effort and presentation to the Corps for concurrence on closure (estimated to occur in 2027, approximately).

3.1.3 The following portions of Property will be open to access to the City immediately upon Closing, subject to the retained right of entry provided herein, and shall not be subject to the Exclusive Easement:

- a. Any areas of the Property that have received Releases as of Closing.



3.1.4 Luminant shall continue reclamation of the following areas, which are part of the Reclamation Tract. All temporary diversions, ponds and roads need to be approved by the RRC as permanent or reclaimed.

3.1.4.1 A-1 Area. Luminant intends to reclaim the A-1 Area to the post-mine land uses approved in Permit No. 56 or revisions thereof, including three Water Impoundments, as delineated on Exhibit "L", pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams.

3.1.4.2 H-Area. Luminant intends to reclaim the H-Area to the post-mine land uses approved in Permit No. 5G or revisions thereof, including a Water Impoundment (H-03 Pond), pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams.

- a. H-03 Pond to be constructed by Luminant and have a capacity of 475-acre feet.

3.1.4.3 G-Area. Luminant has completed all dirt work and re-vegetation in the G-Area.

3.1.4.4 Central Area. Luminant intends to reclaim the Central area to the post-mine land uses approved in the Permits or revisions thereof, including, but not limited to, pastureland, forestry, fish and wildlife habitat and such features as wetlands and streams:

- a. Teardown the silo, conveyor and crusher, and leave the concrete footings and slab in place;
- b. Remove any remaining lignite fines down to the stockpile base, leaving the stockpile base, if in useable condition, to be used by the City as a parking or storage area;
- c. Remove existing concrete slabs and footings, other than those mentioned in subparagraph (a) above, three feet (3') from the surface of the Land; and
- d. Allow the City to use, subject to its ability to be beneficially re-used, any concrete that is left after the removal of the silo and concrete slabs and footings.

3.1.5 Wetlands. The City agrees that upon conveyance of the Land and thereafter in its ownership of the Land, that the City will not impact or disturb any jurisdictional WOTUS or their associated riparian buffers until such time Luminant has met and satisfied the mitigation requirements of the Section 404 permit authorizations ("404 Permits"), listed in Exhibit "I", and such 404 Permits are finally and fully closed. The City acknowledges that prior to such closure of 404 Permit No. SWF-2012-00122 in the A-1 Area, unless otherwise negotiated with the Corps, long-term protection must be created for the affected wetland and WOTUS which will be in the form of legal deed recordation, conservation easement or other such other form of site protection required by the Corps.

Additionally, the City agrees that Luminant shall retain a right of entry to conduct surveys and studies for the evaluation of the WOTUS needed to verify that mitigation requirements are being met per the 404 Permits and Environmental Regulations. Likewise, the City agrees to allow Luminant to manage the WOTUS as needed to ensure completion and protection of mitigation to that standards of the 404 Permits and Environmental Regulations. Such management shall include, but not be limited to, supplemental vegetation planning, management of invasive species, repair of erosion and sediment control. Such rights of entry and management will be contained in the Exclusive Easement, attached hereto as Exhibit "J".

### 3.1.6 Placeholder.

3.2 Reclamation Standards and Requirements. All reclamation of the Property undertaken by Luminant will be in accordance with the Coal Mining Regulations, the Permits, the Bond, the Environmental Regulations and any other rules and regulations of other governmental agencies covering reclamation obligations, including but not limited to the Environmental Regulations related to former mining land or other real property impacted in the course of mining operations. The Parties acknowledge that there are currently twelve (12) open and active environmental permits attached to the Land, a complete listing of which is attached hereto as Exhibit "K". Luminant's compliance with applicable regulations shall be determined solely by the governmental agency with enforcement jurisdiction over those regulations.

The timing and sequencing of the reclamation of the Property will be determined and completed at the sole discretion of Luminant consistent with the Permits, the Coal Mining Regulations and the Environmental Regulations.

3.3 City Regulations. The City guarantees and agrees that, during the Term of this Agreement, the City will not (i) zone the Land or create a zoning classification on the Land that prohibits reclamation operations or impairs or impedes Luminant's ability to satisfy its reclamation obligations in a reasonable, prompt and efficient manner, (ii) require Luminant to submit, apply for, or record a subdivision plat, development plat, site plan, or building or development permit as a condition for performing its reclamation obligations; (iii) impose any standard or requirement for reclamation of the Land in addition to those existing under the Permits, the Coal Mining Regulations and the Environmental Regulations; (iv) require Luminant to construct any streets, bridges or other public improvements on the Land; (v) require Luminant to undertake any study of the Land for any purpose other than to provide the City with copies of any report or study Luminant submits to the RRC, TCEQ, the Corps, or other governmental agency; (vi) impose any impact fees or other fees, assessments, or taxes upon Luminant in conjunction with the performance of its reclamation obligations or occupation of the Land under the terms of this Agreement; (vii) require Luminant to comply with any wetland, storm water, flood plain, water quality or other environmental regulation of the City; or (viii) apply any other ordinance or other rule prohibiting the reclamation operations on the Land or impairing or impeding Luminant's ability to satisfy its reclamation obligations in a reasonable and efficient manner.

Except as provided herein, the City is authorized to enforce, in the same manner the regulations are enforced within the City's boundaries, all of the City's regulations and planning authority that do not interfere with, impair, or impede Luminant's reclamation obligations or the ability of Luminant to satisfy the Coal Mining Regulations, the Permits, the Environmental



Regulations or any rules or regulations of another governmental agency covering reclamation obligations, or the ability of Luminant to achieve full and final release of the Permits, the Bond, the Environmental Regulations or any other rules and regulations of other governmental agencies covering reclamation obligations.

### 3.4 Vested Rights.

3.4.1 Chapter 245 of the Local Government Code. This Agreement constitutes a “permit” within the meaning of Chapter 245 of the Texas Local Government Code and provides the City fair notice of the Project, as such term is defined therein. Notwithstanding any other provisions of this Agreement, or any applicable state law, the Project shall be deemed in progress, and not dormant for purpose of Section 245.005 of the Local Government Code, as long as the Bond remains outstanding. Except as provided in this Section, Luminant does not, by entering into this Agreement, waive (and Luminant expressly reserves) any right that Luminant may now or hereafter have with respect to any claim (a) of vested or protected development or other property rights arising from Chapter 245 of the Texas Local Government Code, as amended, or otherwise arising from common law or other state or federal laws; or (b) that an action by the City constitutes a taking or inverse condemnation of all or any portion of the Land. This Agreement shall not terminate or be modified in the event that one or all of the state statutes referenced herein shall be repealed or modified.

3.4.2 Section 43.002 of the Local Government Code. The City acknowledges and agrees that, as of the Effective Date, Luminant has commenced use of the Land for the performance of its reclamation obligations, and that nothing herein shall be deemed a waiver of Luminant’s rights under Section 43.002 of the Texas Local Government Code to continue that use after annexation of all or any portion of the Land by the City.

3.5 Rights and Responsibilities. The Parties shall have the following obligations and responsibilities related to the Property.

3.5.1 Luminant’s Rights and Responsibilities. As long as any portion of the Property is under the Bond or otherwise subject to an Environmental Regulation or a Permit, Luminant shall have the following rights and responsibilities related to said portions of Property:

- a. reclamation, at its sole cost and in accordance with Coal Mining Regulations, the Permits, the Bond and any other rules and regulations covering reclamation obligations on the Property;
- b. full and sole authority over the reclamation operations and to make any regulatory decisions regarding the Property covered under the Bond, including those related to its development;
- c. sole, exclusive authority to consult with RRC, TCEQ, the Corps or any other agency or entity with jurisdiction over the mining and reclamation obligations on the Land; and

- d. no title to, interest in or authority over the Property or any portion thereof will transfer to the City until Closing, and such will not transfer except as expressly stipulated in this Agreement.

3.5.2 City's Rights, Responsibilities and Authority. The City shall have the following rights and responsibilities, and authority:

- a. assist Luminant in all respects in getting approval from the RRC to undertake this Project;
- b. assume from Luminant the obligations related to the Facilities and Improvements, which include, but are not limited to, those maintenance and removal obligations related to the main switch and rail crossing on the KCS switch and rail crossing, including but not limited to the obligations contained within that certain Temporary Private Road Crossing Agreement attached hereto and made a part hereof as Exhibit "Q", the FM 1870 Bridge, including but not limited to the obligations contained within that certain Agreement to Accept Donation for Highway Construction Projects and the Order from the Commissioners' Court of Hopkins County, attached hereto and made a part hereof as Exhibit "O", and Hopkins County Road 2307 ("CR 2307") and Hopkins County Road 2309 ("CR 2309"), including but not limited to the obligations contained in the Hopkins County Commissioners' Court orders and agreement attached hereto as Exhibit "P";
- c. own and maintain any Improvements added to the Land, or that the City otherwise installs on the Land ("City-Added Improvements");
- d. consult with and secure from TCEQ the right to impound and use water in amounts sufficient to allow the RRC to declare the Water Impoundments permanent (the "Water Rights").

In its attempts to obtain the Water Rights, the City shall:

- i. ensure that Luminant is apprised of and has the opportunity to participate in all meetings with the TCEQ or any other governmental agency;
- ii. provide Luminant with quarterly written updates, delivered within ten (10) days following the end of each calendar year quarter, on the status of the Water Rights, including what actions were taken in the preceding quarter and what actions it intends to take in the upcoming quarter; and
- iii. satisfy the Conditions Precedents stated in Section 4 hereof.

3.5.3 Joint Responsibilities. The City and Luminant shall work together to submit, on or before December 31, 2018, a joint application to the TCEQ for the amendment of Water Right No. 5906, which amendment shall:



- a. add the A-18 Pond, B-17 Pond, C-06 Pond, G-13 Pond and H-03 Pond; and
- b. add recreational and other uses to the B-15 Pond, B-18 Pond, D-03 Pond and A-18 Pond, B-17 Pond, C-06 Pond, G-13 Pond and H-03 Pond; and
- c. explain the relationship of the Parties, as it relates to said joint application and Water Right No. 5906; and
- d. not transfer Luminant's ownership of, nor impair Luminant's use of or compliance with Water Right No. 5906 until such has been transferred to the City in accordance with Section 2.3.4 herein.

3.5.4 Miscellaneous. For clarity, the City shall not be required to provide any financial support to Luminant for the development of the natural elements of the reclamation plan which are regulated by the RRC and will not have any authority or ability to direct the development or change those aspects which are regulated by the RRC.

For clarity, Luminant shall not be responsible for the costs or expenses associated with constructing, nor be required to provide any financial support to the City to construct or maintain any City-Added Improvements. Further, although the amendment referenced in Section 3.5.3 will be submitted by Luminant, Luminant shall not be responsible for the costs or expenses associated with completing the application for amendment or obtaining the Water Rights, including but not limited to those costs and expenses for modeling Water Right No. 5906.

Notwithstanding Luminant's regulatory control of those portions of the Property covered by the Permits or the Bond and that Luminant can design such portions of the Property and amend such designs from time to time at its sole discretion, Luminant will allow the City to review the design and any subsequent changes to it, and will endeavor, to the extent Luminant determines to be feasible in its sole judgment, to accommodate the City's desires and future uses of the Reclamation Tract in finalizing the Reclamation Tract design and in the developing of the Reclamation Tract.

#### **SECTION 4. CONDITIONS TO CLOSE**

Luminant shall have no obligation to convey the Property to the City until the City has satisfied the following conditions (the "Conditions Precedent"):

1. Receive authorization and approval from the City Council to enter into this Agreement; and
2. Secure from TCEQ Water Rights in an amount sufficient to allow the RRC to declare the Water Impoundments permanent; and
3. Submit joint application to the TCEQ for the amendment of Water Right No. 5906 on or before December 31, 2018; and
4. Submit application to the TCEQ for any additional Water Rights determined by TCEQ to be needed for the Water Impoundments within ninety (90) days of said TCEQ determination; and

5. Obtain an updated survey containing a sufficient description of the boundary of the Land and the Reclamation Tract; and
6. Deliver to Luminant an order from the Hopkins County Commissioners' Court that the terms and obligations in the orders and agreements related to CR 2307 and CR 2309, attached hereto as Exhibit "P", have been transferred to the City and that Luminant has been released of all liabilities and obligations related thereto; and
7. Deliver to Luminant confirmation from the Texas Department of Transportation that the terms and obligations in the agreements related to the FM 1870 Bridge, attached hereto as Exhibit "O", have been transferred to the City and that Luminant has been release of all liabilities and obligations related thereto; and
8. Deliver to Luminant the executed Landowner Consultation and Exclusive Easement.

Notwithstanding any other provision of this Agreement, with the exception of number 3 in the above list, if the Conditions Precedent are not satisfied by December 31, 2019, then this Agreement shall terminate and be of no force and effect, and the Parties shall have no further obligations to one another hereunder, except with respect to the obligations described herein as surviving termination of the Agreement.

The Parties may, by mutual written agreement, extend the period to satisfy any of the Conditions Precedent.

## **SECTION 5. CLOSING; OWNERSHIP**

5.1 Closing Date. Within ten (10) days after all Conditions Precedent are satisfied ("Closing"), Luminant will convey the Property to the City subject to the provisions of this Agreement via a special warranty deed.

5.2 Closing Deliverables. At Closing, Luminant and the City shall cause to be delivered the following items, as applicable:

5.2.1 Luminant shall cause to be delivered to the City:

5.2.1.1 Title Policy. Luminant shall furnish to the City, at the City's expense, an Owner's policy of title insurance (the "Title Policy") in the amount of the appraisal district value, dated at Closing, insuring the City against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances), and the following exceptions (the "Permitted Exceptions"):

- a. The standard printed exception for standby fees, taxes and assessments.
- b. Utility easements.
- c. All easements and restrictions of record, and any easements shown on a survey.
- d. Reservations or exceptions otherwise permitted by this Agreement or as may be approved by the City in writing.



- e. The standard printed exception as to discrepancies, conflicts, or shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements.
- f. The Permits, and any other encumbrances to the Land being held to satisfy Luminant's reclamation obligations.

5.2.1.2 Executed all bills paid affidavits, bills of sale, assignments, or other instruments of transfer, and any record drawings, project manuals or any other documentation, if any, related to the conveyed Facilities and Improvements.

5.2.1.3. Special Warranty Deed. Luminant shall deliver a special warranty deed ("Deed") conveying fee simple title to the Property, free and clear of any liens or other encumbrances, subject only to the Permitted Exceptions.

5.2.2 The City shall cause to be delivered to Luminant:

5.2.2.1 the Exclusive Easement(s), as attached hereto in form as Exhibit "J"; and

5.2.2.2 an executed Waiver of Landowner Consultation, as attached hereto in form as Exhibit "M".

5.3 Closing Costs. All costs of Closing shall be apportioned equally between the Parties, except each Party shall pay its own attorneys' fees.

5.4 Luminant's Representations. Luminant represents and warrants to the City:

5.4.1 There are no existing contracts or agreements entered into by Luminant, either recorded or unrecorded, written or oral, affecting the Property, or any portion thereof or the use thereof, other than the Permitted Exceptions; and

5.4.2 Luminant has no knowledge of any pending or threatened condemnation proceedings with respect to the Property.

5.5 The City's Representations. The City represents and warrant to Luminant:

5.5.1 The City will make every effort to secure the Water Rights from TCEQ in an expeditious manner, and will allow Luminant to participate in the process; and

5.5.2 From and after Closing, the City agrees to accept and will own, operate and maintain the Property, subject to the terms set forth herein and those of the Exclusive Easement, and shall be responsible for all costs and obligations associated with same, including but not limited to those associated with the FM 1870 Bridge as delineated in Exhibit "O", CR 2307 and CR 2309 as delineated in Exhibit "P", and the KCS switch and rail crossing as delineated in Exhibit "Q", but with the exception of any costs related to Luminant's reclamation obligations. With respect to the Reclamation Tract, until Releases have been received, the City shall not use the Reclamation Tract or allow any use of the Reclamation Tract that is inconsistent with, interferes with, impairs or impedes Luminant's ability to satisfy its reclamation obligations. For clarity, the Parties agree that any subdivision and sale of all or any portion of the Reclamation Tract, prior to the Releases

being received, to a third-party end user for development shall be deemed a use inconsistent with Luminant's reclamation obligations.

## **SECTION 6. EXCLUSIVE EASEMENT; CONTINUATION OF RECLAMATION**

6.1 Exclusive Easement. At Closing, the City will grant and convey to Luminant an exclusive easement over the Reclamation Tract (the "Exclusive Easement"), providing for the reclamation of the Reclamation Tract and access to the Reclamation Tract across the remainder of the Land. Such Exclusive Easement will be in the form attached hereto as Exhibit "J", and will run with the affected Land until all Releases have been received. Upon receipt of the Releases, Luminant will file in the Hopkins County Real Property Records a document releasing such released portions of the Land from the Exclusive Easement.

For clarity, at no time will the Reclamation Tract or any portion thereof be open to the public or available for use by the City in a manner inconsistent with Luminant's reclamation obligations.

6.2 Luminant's Use of the Property. Post-Closing, the City hereby consents and agrees to, at no cost to Luminant, Luminant's use and unrestricted access to any and all portions of the Land within the boundaries of Permit No. 5G and Permit No. 56 that may be reasonably necessary to comply with its obligations under this Agreement, or under the Environmental Regulations.

## **SECTION 7. THE CITY'S WAIVER OF GOVERNMENTAL IMMUNITY, REGULATORY ACTION**

7.1 Chapter 271 of the Texas Local Government Code. The City and Luminant agree that Luminant's reclamation activities on the Reclamation Tract constitute services benefitting the City's ownership of the Land for purpose of Chapter 271 of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement with regard to the provision of these services to the fullest extent permitted by Section 271.152 of the Texas Local Government Code.

7.2 Section 212.172 of the Texas Local Government Code. The City and Luminant acknowledge and agree that this Agreement is a valid development agreement authorized in all respects under Section 212.172 of the Texas Local Government Code. The Parties expressly agree that the rights and obligations of the Parties under this Agreement shall survive the City's acquisition of title to the Land, in that this Agreement imposes rights and obligations on the Parties with regard to the Reclamation Tract that shall survive Closing, which rights and obligations are the consideration for Luminant's conveyance of the Land to the City. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement to the fullest extent permitted by Section 212.172.

7.3 Chapter 245 of the Texas Local Government Code. This Agreement is a permit for purposes of Section 245.001(1) of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory, injunctive relief, or mandamus arising from or relating this Agreement to the fullest extent permitted by Section 245.006 of the Texas Local Government Code.



7.4 Chapter 380 of the Texas Local Government Code. This Agreement is an economic development agreement for purposes of Chapter 380 of the Texas Local Government Code. From and after the Effective Date, the City waives its governmental immunity for any issues, disputes, conflicts, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from this Agreement to the fullest extent permitted by Chapter 380.

7.5 Other Law. The Parties do not intend the foregoing waivers to be an exclusive list. It is the Parties' intention that the City waive its governmental immunity for any issues, disputes, suits, actions at law or equity, or actions for declaratory relief, injunctive relief, or mandamus arising from or relating to this Agreement to the fullest extent permitted by the Texas Constitution or any other law of the State of Texas.

## SECTION 8. ANNEXATION

8.1 Request to Expand Extraterritorial Jurisdiction. The execution of this Agreement by Luminant constitutes a request and petition under Section 42.022(b) of the Texas Local Government Code for the City to expand its extraterritorial jurisdiction to include all of the Land. The Parties agree that this is a legally sufficient request and petition by Luminant, and that no additional requests or petitions from Luminant are necessary for the City Council to consider and adopt an ordinance expanding the City's extraterritorial jurisdiction.

8.2 Expansion of Extraterritorial Jurisdiction. Promptly upon receipt of a copy of this Agreement executed by Luminant, the City Council shall place on its agenda for consideration an ordinance expanding the City's extraterritorial jurisdiction to include the Land. This Agreement shall not become effective until and unless City Council, by duly enacted ordinance approved after a public hearing complying with all City ordinances and the Texas Open Meetings Act, expands the City's extraterritorial jurisdiction to include all of the Land. The City shall provide Luminant at least three (3) days' written notice of any such public hearing.

8.3 No Annexation Prior to Closing. The Parties acknowledge and agree that this Agreement is not a petition for voluntary annexation nor consent to annexation by Luminant with regard to any portion of the Land. The City shall not annex any portion of the Land prior to Closing, nor shall the City take any step to commence annexation proceedings of any portion of the Land prior to Closing, including, without limitation, scheduling, issuing notice of, or conducting a public hearing concerning the annexation of any portion of the Land. In the event this Agreement terminates prior to Closing, the City shall comply with all requirements set forth in Chapter 43 of the Texas Local Government Code before initiating annexation proceedings regarding the Land, including providing Luminant or its successor due notice of any public hearing concerning annexation, and in that event, Luminant expressly retains and does not waive any rights of a property owner under Chapter 43. The provisions of this Section shall survive the termination of this Agreement if this Agreement is terminated prior to Closing.

8.4 Annexation after Closing. This Agreement shall not preclude the City from annexing all or any portion of the Land after title to the Land is conveyed to the City at Closing. To the extent Luminant's consent would be required to such annexation, this Agreement shall be deemed full and final consent to such annexation, without the necessity of further action by Luminant.

## SECTION 9. EMINENT DOMAIN

Nothing herein shall be construed as a consent to eminent domain or as a waiver of any of Luminant's rights in an eminent domain proceeding. In the event that the City initiates eminent domain proceedings with regard to the Land following termination of this Agreement but prior to Closing, the City agrees that this Agreement shall be inadmissible in such proceedings and shall constitute no evidence of the fair market value of the Property.

## SECTION 10. ASSIGNMENT

This Agreement may be assigned by Luminant without the consent of the City to any Luminant affiliated or related entity and Luminant will be released from its obligations under this Agreement upon delivery of a notice of such assignment to the City. Any assignment of Luminant's rights and obligations hereunder to an entity that is not affiliated with or related to Luminant will not release Luminant of its respective obligations under this Agreement until the City has approved the assignment in writing; provided, however, the City shall not unreasonably deny, delay, or condition its approval of the assignment.

Any assignment of the City's rights and obligations hereunder will not be effective unless first agreed to in writing by Luminant; provided, however, that the City is prohibited from assigning to any third-party that is involved in pending litigation against or is otherwise adverse to Luminant. Any assignment of the City's rights and obligations hereunder will not be valid unless and until Luminant approves the assignment in writing.

Prior to the future sale, conveyance or transfer of any portion of the Property, the City shall give written notice of this Agreement to the prospective purchaser, grantee or transferee, and shall also give Luminant at least ten (10) days' prior written notice of the sale or conveyance.

Pursuant to Subchapter G, this Agreement shall be binding upon the Parties, their grantees, successors, assigns, or subsequent purchasers. Any reference to Luminant or City shall be deemed to and will include the successors or assigns thereof, and all the covenants and agreements in this Agreement shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

## SECTION 11. EVENTS OF DEFAULT; REMEDIES

No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given); provided, however, in the event of any default by a Party hereunder, the failure to promptly cure of which could lead to an imminent risk of personal injury, loss of life, or damage to property, such Party shall take such immediate action as is reasonably necessary to avoid or mitigate such consequences. In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.



The provisions of this Section 11 shall not apply to Section 4 and shall not operate to lengthen the time for performance of the Conditions Precedent or limit the ability of Luminant to terminate this Agreement on the date stipulated in Section 4 if the Conditions Precedent have not been satisfied on or before said date.

**IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENTS ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF.**

## **SECTION 12. RECORDATION**

This Agreement shall run with the Land, shall be recorded in the real property records of Hopkins County, Texas after the Effective Date, and shall be binding on the City, as the new owner of the Property, and the City's successors in title.

## **SECTION 13. WAIVER OF LANDOWNER CONSULTATION; NO PROTEST**

13.1 Waiver of Landowner Consultation. Upon execution of this Agreement, the City agrees to waive any rights to and relieve Luminant and its affiliates (including, without limitation, Luminant Generation Company LLC) of any duty of landowner consultation associated with the release of the reclamation bond for the Property. Concurrently with the Closing, the City will provide Luminant with an executed Waiver of Landowner Consultation, in the form attached hereto as Exhibit "M", waiving the City's rights to landowner consultations associated with the Permits.

13.2 No Protest. As a part of the consideration supporting this Agreement, the City agrees and covenants not to contest, protest, or otherwise challenge any application that Luminant or any subsidiary, affiliate or assignee of Luminant or Vistra Energy Corp., formerly known as Energy Future Holdings Corp. and TXU Corp. (collectively referred to as "Applicant"), may file or make to any local, state or federal agency, including but not limited to the RRC, TCEQ, the Corps, and/or the United States Environmental Protection Agency, for any environmental, development, construction, or operation authorization, including, but not limited to any local, state or federal permit, registration or any other authorization for any facility or any portion of a facility, or any other structure or process in Hopkins County, Texas, or otherwise take a position adverse to Applicant, in any proceeding, in any form or forum, including, but not limited to, before or to the RRC, the TCEQ, the Texas State Office of Administrative Hearings, and/or state or federal court. The City's agreement and covenant not to contest, protest, or otherwise challenge any such actions or applications includes the City's express agreement and covenant not to file any public comments, requests for party status, motions to overturn, motions for reconsideration, objections or any other administrative or judicial appeals regarding such application or any authorization that Applicant obtains as a result of such application. The City's agreement and covenant not to contest, protest, or otherwise challenge such application also extends to any subsequent amendment or modification of any authorization that Applicant obtains as a result of any such application. The City further agrees and covenants not to seek or pursue revocation of any

authorization that Applicant obtains as a result of such application, or to attempt to enjoin, cease or restrain operations under such authorization, or take a position adverse to Applicant in any such revocation or injunction action, or in any other way attempt to otherwise constrain operations under such authorization, in any form or forum whatsoever. The provisions of this Section shall survive Closing, and Luminant may enforce the provisions hereof by any appropriate legal action.

#### **SECTION 14. TAXES**

14.1 Prorations. Taxes, interest, assessments, and rents for the year in which Closing occurs will be prorated through Closing. If taxes for the said year vary from the amount prorated at Closing, the parties shall adjust the prorations when tax statements for said year are available.

14.2 Rollback Taxes. If this Agreement, the underlying transfer of the Property from Luminant to the City, the City's use of the Property after Closing or Luminant's change in use of the Property pursuant to the purpose and provisions of this Agreement result in the assessment of additional taxes, penalties or interest ("Assessments") for periods prior to Closing, the Assessments will be the obligation of the City. If denial of a special use valuation on the Property claimed by Luminant results in Assessments for periods prior to Closing, the Assessments will be the obligation of Luminant. Obligations imposed by this Section 14 will survive Closing. In no event shall Luminant be liable for taxes assessed on the Property unless the taxes are actually paid by the City.

#### **SECTION 15. GENERAL PROVISIONS**

15.1 Recitals. The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the City Council; and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

15.2 Notices. Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed received on the actual receipt by mail, Federal Express or other delivery service, fax, email or hand delivery, addressed to Luminant or the City, as the case may be, at the addresses provided below:

The City: City of Sulphur Springs  
Attn.: City Manager  
125 South Davis Street  
Sulphur Springs, Texas 75482

Luminant: Luminant Mining Company LLC  
Attn.: Ashlie Alaman Stamper  
6555 Sierra Drive  
Irving, Texas 75039

15.3 Further Assurances; Cooperation. Each Party shall, from time to time, upon written request, execute and deliver such further instruments and documents as may be reasonably necessary to perform its obligations hereunder or to give full effect to this Agreement.



15.4 Severability. The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the unenforceable provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is similar in tenor to the unenforceable provisions as is legally possible, and the Agreement as so-modified shall be enforced to the greatest extent permitted by law, except when such construction would constitute a substantial deviation from the general intent and purpose of the Parties as reflected in this Agreement.

15.5 No Third-Party Beneficiary. This Agreement is not intended, nor will it be construed to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided herein.

15.6 Litigation. In the event of any third-party lawsuit or other claim relating to the validity of this Agreement or any actions taken by the Parties hereunder, Luminant and the City intend to cooperate in the defense of such suit or claim, and to use their respective best efforts to resolve the suit or claim without diminution of their respective rights and obligations under this Agreement. The filing of any third-party lawsuit relating to this Agreement will not delay, stop or otherwise affect this Agreement, unless otherwise required by a court of competent jurisdiction.

15.7 Interpretation. The Parties acknowledge that each of them has been actively involved in negotiating this Agreement. Accordingly, the rule of construction that any ambiguities are to be resolved against the drafting Party will not apply to interpreting this Agreement. In the event of any dispute over the meaning or application of any provision of this Agreement, the provision will be interpreted fairly and reasonably and neither more strongly for or against any Party, regardless of which Party originally drafted the provision.

15.8 Authority and Enforceability. The City represents and warrants that this Agreement has been approved by ordinance or resolution duly adopted by the City Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the City has been duly authorized to do so. Luminant represents and warrants that this Agreement has been approved by appropriate action of Luminant, and that the individual executing this Agreement on behalf of Luminant has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions.

The City's execution of this Agreement constitutes a valid and binding obligation of the City under State Law. Luminant's execution of this Agreement constitutes a valid and binding obligation of Luminant.

15.9 Enforcement; No Waiver. This Agreement may be enforced by Luminant or the City by any proceeding at law or in equity. The remedies herein provided shall not be deemed to be exclusive, but shall be cumulative and shall be in addition to all other remedies in its favor existing in law, in equity or in bankruptcy. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement. The failure of either Party to insist at any time upon the strict performance or any covenant or agreement in this Agreement or to exercise any right,

power or remedy contained in this Agreement will not be construed as a waiver or a relinquishment thereof for the future.

15.10 Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of Texas. The venue for any legal proceeding to enforce or interpret the provisions of this Agreement shall be in Dallas County, Texas, on agreement of the Parties and pursuant to Section 15.020 of the Civil Practice and Remedies Code.

15.11 Execution. This Agreement may be separately executed in individual counterparts and, upon execution, shall constitute one and the same instrument.

15.12 Construction. This Agreement shall be construed fairly and simply, and not strictly for or against either Party. Headings used throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, restrict, modify, amplify or aid in the interpretation or construction of the meaning of the provisions of this Agreement.

15.13 No Partnership or Joint Venture. Nothing in this Agreement or any related document should be construed to create any form of partnership or joint venture among the Parties.

15.14 Multiple Originals. The Parties may execute this Agreement in one or more duplicate originals, each of equal dignity.

15.15 Amendment. This Agreement may only be amended as mutually agreed in a writing duly executed by the Parties.

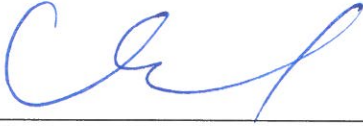
15.16 Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

15.17 Entire Agreement. This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties with respect to its subject matter, and may not be amended except by a writing signed by all Parties with authority to sign and dated subsequent to the date hereof. There are no other agreements, oral or written, except as expressly set forth herein.

15.18 No Merger. The obligations set forth herein shall survive Closing, and shall not be merged with the deed. The Parties acknowledge that the interest in the Exclusive Easement by Luminant, together with the covenants and restrictions imposed by this Agreement, vest Luminant with standing to enforce this Agreement under Section 212.172 the Texas Local Government Code after transfer of ownership of the Land to the City.

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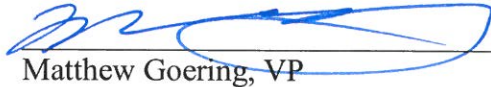
City of Sulphur Springs



Marc Maxwell, City Manager

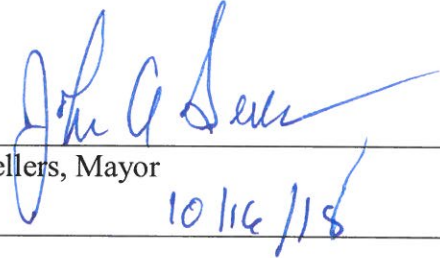
Date: 10-16-18

Luminant Mining Company LLC  
Luminant Generation Company LLC



Matthew Goering, VP

Date: 10-16-18



John Sellers, Mayor

Date:

10/16/18

Approved as to form:



Jim McLeroy, City Attorney

Date:

10/16/18



Exhibit A - The Land

| Tract Number | Tract Suffix | Grantor   | Grantee                            | Recorded Date | County  | State | Deed Volume | Deed Page | Acres    | Survey                    |
|--------------|--------------|---|------------------------------------|---------------|---------|-------|-------------|-----------|----------|---------------------------|
| 0001         |              | FRANKIE D. MATTISON, ETAL                       | TEXAS UTILITIES GENERATING COMPANY | 6/17/1982     | HOPKINS | TX    | 421         | 723       | 50.0430  | MARIA J DE LOS SANTOS COY |
| 0001         | A            | DEANNA LANDERS                                  | LUMINANT MINING COMPANY LLC        | 1/28/2010     | HOPKINS | TX    | 726         | 83        | 50.1400  | MARIA J DE LOS SANTOS COY |
| 0003         |              | JON WAYNE LANDERS AND AMY RENEE LANDERS         | TXU MIINING COMPANY LP             | 2/4/2016      | HOPKINS | TX    | 724         | 918       | 23.8600  | MARIA J DE LOS SANTOS COY |
| 0003         | A            | JON WAYNE LANDERS AND AMY RENEE LANDERS         | TXU MIINING COMPANY LP             | 2/4/2016      | HOPKINS | TX    | 724         | 918       | 9.9600   | MARIA J DE LOS SANTOS COY |
| 0003         | B            | JON WAYNE LANDERS AND AMY RENEE LANDERS         | TXU MIINING COMPANY LP             | 2/4/2016      | HOPKINS | TX    | 724         | 918       | 11.2400  | MARIA J DE LOS SANTOS COY |
| 0004         |              | LOUIS S. FERGUSON, ETAL                         | LUMINANT MINING COMPANY LLC        | 8/25/1981     | HOPKINS | TX    | 417         | 535       | 48.6090  | MARIA J DE LOS SANTOS COY |
| 0004         | A            | DEANNA LANDERS                                  | LUMINANT MINING COMPANY LLC        | 1/28/2010     | HOPKINS | TX    | 726         | 83        | 4.8700   | MARIA J DE LOS SANTOS COY |
| 0007         | A            | DEANNA LANDERS                                  | LUMINANT MINING COMPANY LLC        | 1/28/2010     | HOPKINS | TX    | 726         | 83        | 1.6150   | MARIA J DE LOS SANTOS COY |
| 0008         |              | PEGGY RAMEY                                     | LUMINANT MINING COMPANY LLC        | 4/9/1980      | HOPKINS | TX    | 403         | 533       | 100.0000 | MARIA J DE LOS SANTOS COY |
| 0012         |              | DEANNA LANDERS                                  | LUMINANT MINING COMPANY LLC        | 1/28/2010     | HOPKINS | TX    | 726         | 83        | 4.2600   | MARIA J DE LOS SANTOS COY |
| 0012         | A            | RANDY WAYNE RIDNER                              | LUMINANT MINING COMPANY LLC        | 2/6/2010      | HOPKINS | TX    | 726         | 882       | 0.6000   | MARIA J DE LOS SANTOS COY |
| 0012         | B            | TOMMY AND RHONDA PHILLIPS                       | LUMINANT MINING COMPANY LLC        | 2/8/2010      | HOPKINS | TX    | 726         | 888       | 0.6050   | MARIA J DE LOS SANTOS COY |
| 0012         | C            | RANDY WAYNE RIDNER                              | LUMINANT MINING COMPANY LLC        | 2/6/2010      | HOPKINS | TX    | 726         | 882       | 0.4220   | MARIA J DE LOS SANTOS COY |
| 0026         |              | INA MELTON POWELL, ETAL                         | L. D. CROSS, TRUSTEE               | 3/17/1975     | HOPKINS | TX    | 362         | 420       | 13.2100  | MARIA J DE LOS SANTOS COY |
| 0026         |              | IRA MELTON                                      | L. D. CROSS, TRUSTEE               | 3/17/1975     | HOPKINS | TX    | 362         | 423       | 13.2100  | MARIA J DE LOS SANTOS COY |
| 0027         |              | DANIEL W. EDGE AND WIFE, EDDIE JO               | L. D. CROSS, TRUSTEE               | 4/17/1975     | HOPKINS | TX    | 362         | 288       | 46.4100  | MARIA J DE LOS SANTOS COY |
| 0028         |              | JOHN M. MORGAN, ETUX, LELA                      | L. D. CROSS, TRUSTEE               | 4/14/1975     | HOPKINS | TX    | 362         | 573       | 57.0000  | MARIA J DE LOS SANTOS COY |
| 0029         |              | DANIEL W. EDGE, ETUX, EDDIE JO                  | L. D. CROSS, TRUSTEE               | 4/17/1975     | HOPKINS | TX    | 362         | 288       | 20.0000  | MARIA J DE LOS SANTOS COY |
| 0029         | A            | DANIEL W. EDGE, ETUX, EDDIE JO                  | L. D. CROSS, TRUSTEE               | 4/17/1975     | HOPKINS | TX    | 362         | 288       | 26.0300  | MARIA J DE LOS SANTOS COY |
| 0029         | B            | DANIEL W. EDGE, ETUX, EDDIE JO                  | L. D. CROSS, TRUSTEE               | 1/30/1990     | HOPKINS | TX    | 362         | 288       | 41.1300  | MARIA J DE LOS SANTOS COY |
| 0029         | C            | DANIEL W. EDGE, ETUX, EDDIE JO                  | L. D. CROSS, TRUSTEE               | 4/17/1975     | HOPKINS | TX    | 362         | 288       | 14.3460  | MARIA J DE LOS SANTOS COY |
| 0030         |              | SAMMY L. TATUM, ETUX, LINDA K.                  | TEXAS UTILITIES GENERATING COMPANY | 6/17/1983     | HOPKINS | TX    | 430         | 617       | 13.5300  | THOMAS TOBAR              |
| 0031         |              | SULPHUR SPRINGS BRICK COMPANY                   | L. D. CROSS, TRUSTEE               | 12/22/1976    | HOPKINS | TX    | 375         | 394       | 28.9600  | MARIA J DE LOS SANTOS COY |
| 0032         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 75.2200  | MARIA J DE LOS SANTOS COY |
| 0033         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 46.3500  | MARIA J DE LOS SANTOS COY |
| 0034         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 557       | 167.7900 | THOMAS TOBAR              |
| 0036         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.              | L. D. CROSS, TRUSTEE               | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 59.1600  | THOMAS TOBAR              |
| 0037         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.              | L. D. CROSS, TRUSTEE               | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 59.1600  | THOMAS TOBAR              |
| 0038         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 49.7100  | THOMAS TOBAR              |
| 0039         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 50.2300  | THOMAS TOBAR              |
| 0040         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 51.0000  | THOMAS TOBAR              |
| 0041         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 4.2400   | LOGAN H MCKORKLE          |
| 0042         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 34.4500  | MARIA J DE LOS SANTOS COY |
| 0044         |              | EARL DEAN OLIVER TRUSTEE                        | L. D. CROSS, TRUSTEE               | 1/1/1974      | HOPKINS | TX    | 349         | 547       | 82.2700  | THOMAS TOBAR              |
| 0045         |              | K. E. ROSS                                      | L. D. CROSS, TRUSTEE               | 1/24/1979     | HOPKINS | TX    | 394         | 60        | 20.4370  | LOGAN H MCKORKLE          |
| 0046         |              | DAISY I. TARRANT, ET AL                         | TXU MINING COMPANY LP              | 5/24/2004     | HOPKINS | TX    | 485         | 317       | 38.5000  | WOODWARD RONE             |
| 0046         | A            | DOUGLAS TARRANT ET UX DEBRA TARRANT             | TXU MINING COMPANY LP              | 5/24/2004     | HOPKINS | TX    | 485         | 321       | 3.0000   | WOODWARD RONE             |
| 0047         |              | NEVILLE W. TANTON AND WIFE, NELL TERRELL TANTON | TXU MINING COMPANY LP              | 1/2/2004      | HOPKINS | TX    | 467         | 108       | 35.4230  | WOODWARD RONE             |
| 0048         |              | JOHN MARK MCAFEE & WIFE LORI MCAFEE             | TXU MINING COMPANY LP              | 1/10/2006     | HOPKINS | TX    | 559         | 249       | 9.7030   | WOODWARD RONE             |
| 0048         | A            | MIGUEL A. TREJO AND WIFE, DONNA F. TREJO        | TXU MINING COMPANY LP              | 9/29/2005     | HOPKINS | TX    | 546         | 912       | 1.0800   | LOGAN H MCKORKLE          |
| 0048         | B            | RICHARD DARLIN                                  | TXU MINING COMPANY LP              | 6/21/2004     | HOPKINS | TX    | 489         | 409       | 2.5000   | WOODWARD RONE             |



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| Tract Number | Tract Suffix | Grantor  | Grantee                            | Recorded Date | County  | State | Deed Volume | Deed Page | Acres    | Survey          |
|--------------|--------------|--|------------------------------------|---------------|---------|-------|-------------|-----------|----------|-----------------|
| 0049         |              | BILLY O. RAY                                     | TXU MINING COMPANY LP              | 11/2/2005     | HOPKINS | TX    | 551         | 609       | 35.1200  | WOODWARD RONE   |
| 0050         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.               | L. D. CROSS, TRUSTEE               | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 57.4450  | THOMAS TOBAR    |
| 0050         | A            | LOUIE V. WOODALL, ETUX, MAROLYN C.               | L. D. CROSS, TRUSTEE               | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 55.9120  | THOMAS TOBAR    |
| 0052         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 5/3/1973      | HOPKINS | TX    | 349         | 559       | 77.4200  | THOMAS TOBAR    |
| 0053         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 5/3/1973      | HOPKINS | TX    | 349         | 544       | 139.4600 | THOMAS TOBAR    |
| 0054         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.               | L. D. CROSS, TRUSTEE               | 9/26/1978     | HOPKINS | TX    | 408         | 594       | 71.9400  | THOMAS TOBAR    |
| 0056         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 5/3/1973      | HOPKINS | TX    | 349         | 559       | 51.5600  | THOMAS TOBAR    |
| 0056         | A            | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 5/3/1973      | HOPKINS | TX    | 349         | 559       | 51.5600  | THOMAS TOBAR    |
| 0057         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 2/26/1973     | HOPKINS | TX    | 349         | 561       | 168.7500 | THOMAS TOBAR    |
| 0058         |              | MINNIE LOU LEFAN ETAL                            | TEXAS UTILITIES GENERATING COMPANY | 10/8/2007     | HOPKINS | TX    | 394         | 552       | 114.2900 | THOMAS TOBAR    |
| 0058         | A            | GARY DUNAVANT, ETUX, SANDRA                      | TEXAS UTILITIES GENERATING COMPANY | 4/10/1979     | HOPKINS | TX    | 394         | 649       | 1.0600   | THOMAS TOBAR    |
| 0058         | B            | MICHAEL W. WEBB, ETUX, SANDRA                    | TEXAS UTILITIES GENERATING COMPANY | 4/10/1979     | HOPKINS | TX    | 394         | 556       | 1.9200   | THOMAS TOBAR    |
| 0059         |              | DARRELL WAYNE HARRIS ETUX CONNIE                 | TXU MINING COMPANY LP              | 10/1/2007     | HOPKINS | TX    | 526         | 861       | 60.7260  | W S HARPER      |
| 0060         |              | PATRICIA ANN HARRIS GUNN                         | TXU MINING COMPANY LP              | 10/1/2007     | HOPKINS | TX    | 572         | 72        | 61.8120  | WOODWARD RONE   |
| 0061         |              | JAMES CURTIS HARRIS AND ANN HARRIS               | TXU MINING COMPANY LP              | 4/27/2006     | HOPKINS | TX    | 573         | 663       | 60.6540  | DANIEL MCDONALD |
| 0062         |              | BETTY JEAN HARRIS MEAD                           | TXU MINING COMPANY LP              | 10/25/2005    | HOPKINS | TX    | 550         | 250       | 59.4200  | W S HARPER      |
| 0063         |              | AMY JOY WILER                                    | TXU MINING COMPANY LP              | 4/5/2006      | HOPKINS | TX    | 570         | 460       | 3.0050   | WOODWARD RONE   |
| 0064         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 550       | 89.5300  | THOMAS TOBAR    |
| 0066         |              | TALMADGE STONE ETUX RUBY STONE                   | L. D. CROSS, TRUSTEE               | 9/3/1975      | HOPKINS | TX    | 365         | 685       | 54.5600  | THOMAS TOBAR    |
| 0067         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 554       | 20.7760  | THOMAS TOBAR    |
| 0068         |              | BILLY JACK ALLEN, ETAL                           | TXU MINING COMPANY LP              | 4/27/2005     | HOPKINS | TX    | 527         | 709       | 47.2000  | THOMAS TOBAR    |
| 0069         |              | BILLY JACK ALLEN                                 | LUMINANT MINING COMPANY LLC        | 12/31/2008    | CAMP    | TX    | 688         | 210       | 45.1900  | W S HARPER      |
| 0069         |              | BOBBY JOE ALLEN ESTATE BY BOBBY R ALLEN IND EXEC | LUMINANT MINING COMPANY LLC        | 12/29/2008    | CAMP    | TX    | 688         | 225       | 45.1900  | W S HARPER      |
| 0069         |              | BUDDY RAY ALLEN                                  | LUMINANT MINING COMPANY LLC        | 12/31/2008    | CAMP    | TX    | 688         | 215       | 45.1900  | W S HARPER      |
| 0069         |              | A.N. GENE ALLEN                                  | LUMINANT MINING COMPANY LLC        | 12/31/2008    | CAMP    | TX    | 688         | 220       | 45.1900  | W S HARPER      |
| 0070         |              | GINGER ELLEN HARRIS McCREIGHT                    | TXU MINING COMPANY LP              | 8/25/2006     | HOPKINS | TX    | 590         | 688       | 62.3010  | W S HARPER      |
| 0071         |              | DAVID L. JACKSON, ETAL                           | TEXAS UTILITIES GENERATING COMPANY | 1/9/1981      | HOPKINS | TX    | 410         | 317       | 76.9000  | THOMAS TOBAR    |
| 0071         | A            | DAVID L. JACKSON, ETAL                           | TEXAS UTILITIES GENERATING COMPANY | 1/9/1981      | HOPKINS | TX    | 410         | 317       | 1.6000   | THOMAS TOBAR    |
| 0072         |              | LARRY D. DEATON, ETUX, JUDITH                    | L. D. CROSS, TRUSTEE               | 11/2/1978     | HOPKINS | TX    | 391         | 516       | 103.7200 | THOMAS TOBAR    |
| 0073         |              | BOBBY PRICE, ETUX, BETTY PRICE                   | L. D. CROSS, TRUSTEE               | 2/27/1976     | HOPKINS | TX    | 368         | 792       | 87.9390  | THOMAS TOBAR    |
| 0073         | A            | BOBBY PRICE ET UX BETTY PRICE                    | L. D. CROSS, TRUSTEE               | 2/27/1976     | HOPKINS | TX    | 368         | 792       | 3.1420   | THOMAS TOBAR    |
| 0073         | B            | BOBBY PRICE ET UX BETTY PRICE                    | L. D. CROSS, TRUSTEE               | 2/27/1976     | HOPKINS | TX    | 368         | 792       | 0.8890   | THOMAS TOBAR    |
| 0075         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 10/8/2007     | HOPKINS | TX    | 349         | 552       | 127.3400 | THOMAS TOBAR    |
| 0076         |              | AMY MYRTLE DEATON ETAL                           | TEXAS UTILITIES MINING COMPANY     | 9/22/1987     | HOPKINS | TX    | 45          | 214       | 79.7000  | THOMAS TOBAR    |
| 0076         | A            | WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE      | TEXAS UTILITIES MINING COMPANY     | 9/9/1987      | HOPKINS | TX    | 45          | 219       | 0.9600   | THOMAS TOBAR    |
| 0076         | B            | WILLIAM FRANK HODGE AND WIFE, JO RUTH HODGE      | TEXAS UTILITIES MINING COMPANY     | 9/9/1987      | HOPKINS | TX    | 45          | 219       | 1.0000   | THOMAS TOBAR    |
| 0076         | C            | BILLY WAYNE DEATON ETUX GRETA SUE                | TEXAS UTILITIES MINING COMPANY     | 9/22/1987     | HOPKINS | TX    | 45          | 229       | 2.9000   | THOMAS TOBAR    |
| 0078         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 1/2/1974      | HOPKINS | TX    | 353         | 168       | 44.2800  | THOMAS TOBAR    |
| 0079         | A            | HENRY W STONE ETUX VERNA STONE                   | L. D. CROSS, TRUSTEE               | 10/8/2007     | HOPKINS | TX    | 322         | 922       | 1.0120   | THOMAS TOBAR    |
| 0080         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 554       | 39.0480  | THOMAS TOBAR    |
| 0082         |              | EARL DEAN OLIVER TRUSTEE                         | L. D. CROSS, TRUSTEE               | 7/10/1973     | HOPKINS | TX    | 349         | 554       | 32.8750  | THOMAS TOBAR    |



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| Tract Number | Tract Suffix | Grantor  | Grantee                        | Recorded Date | County  | State | Deed Volume | Deed Page | Acres    | Survey                 |
|--------------|--------------|--|--------------------------------|---------------|---------|-------|-------------|-----------|----------|------------------------|
| 0084         |              | DELILAH GILLISPIE WILLINGHAM ETAL                          | TEXAS UTILITIES MINING COMPANY | 5/31/1988     | HOPKINS | TX    | 60          | 310       | 38.3220  | THOMAS TOBAR           |
| 0084         | A            | ALLENE LEWIS   | L. D. CROSS, TRUSTEE           | 7/25/1975     | HOPKINS | TX    | 379         | 81        | 31.2400  | THOMAS TOBAR           |
| 0085         |              | EARL DEAN OLIVER TRUSTEE                                   | L. D. CROSS, TRUSTEE           | 7/10/1973     | HOPKINS | TX    | 349         | 554       | 49.2270  | THOMAS TOBAR           |
| 0087         |              | GERALD E. THOMAS ET UX                                     | TXU MINING COMPANY LP          | 12/13/2004    | HOPKINS | TX    | 511         | 739       | 62.2000  | NACODGOCHES UNIVERSITY |
| 0088         |              | FRANK WRIGHT   | TXU MINING COMPANY LP          | 2/8/2007      | HOPKINS | TX    | 609         | 338       | 40.1100  | NACODGOCHES UNIVERSITY |
| 0089         |              | GERALD E. THOMAS ET UX                                     | TXU MINING COMPANY LP          | 12/13/2004    | HOPKINS | TX    | 511         | 739       | 39.6100  | NACODGOCHES UNIVERSITY |
| 0090         |              | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 29.4900  | NACODGOCHES UNIVERSITY |
| 0090         | B            | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 1.0600   | NACODGOCHES UNIVERSITY |
| 0090         | C            | ELMER ELSWORTH BROOKS AND WIFE, LILLIE MAY BROOKS          | TXU MINING COMPANY LP          | 11/30/2004    | HOPKINS | TX    | 509         | 466       | 1.0200   | THOMAS STEWART         |
| 0091         |              | DANIEL B HICKS ETUX GAIL HICKS                             | FIRST SECURITY BANK, N.A.      | 10/4/1999     | HOPKINS | TX    | 313         | 766       | 50.8500  | THOMAS TOBAR           |
| 0091         | A            | SARAH JO HIDY  | TXU MINING COMPANY LP          | 2/14/2003     | HOPKINS | TX    | 427         | 685       | 2.0170   | THOMAS TOBAR           |
| 0091         | B            | JOE DAN COLEMAN ETUX BARBARA                               | FIRST SECURITY BANK, N.A.      | 3/22/1999     | HOPKINS | TX    | 297         | 735       | 0.7400   | THOMAS TOBAR           |
| 0091         | C            | C. DON HICKS, DANIEL B. HICKS, TRAVIS B. HICKS             | TXU MINING COMPANY LP          | 9/16/2002     | HOPKINS | TX    | 410         | 314       | 0.6020   | THOMAS TOBAR           |
| 0092         |              | GERALD E. THOMAS ET UX                                     | TXU MINING COMPANY LP          | 12/13/2004    | HOPKINS | TX    | 511         | 739       | 15.1900  | NACODGOCHES UNIVERSITY |
| 0093         |              | GERALD E. THOMAS ET UX                                     | TXU MINING COMPANY LP          | 12/13/2004    | HOPKINS | TX    | 511         | 739       | 24.8300  | NACODGOCHES UNIVERSITY |
| 0094         |              | DAVID W. MILLER AND WIFE, ROSIE MILLER                     | TXU MINING COMPANY LP          | 10/3/2005     | HOPKINS | TX    | 547         | 207       | 70.2300  | NACODGOCHES UNIVERSITY |
| 0097         |              | C. DON HICKS AND WIFE SHERRON L HICKS                      | FIRST SECURITY BANK, N.A.      | 12/10/1999    | HOPKINS | TX    | 319         | 170       | 50.8500  | THOMAS TOBAR           |
| 0097         | A            | C. DON HICKS AND WIFE SHERRON L HICKS                      | FIRST SECURITY BANK, N.A.      | 12/10/1999    | HOPKINS | TX    | 319         | 170       | 5.5370   | THOMAS TOBAR           |
| 0098         |              | OLA WORSHAM REVOCABLE LIVING TRUST                         | LUMINANT MINING COMPANY LLC    | 1/21/2011     | HOPKINS | TX    | 759         | 385       | 23.3300  | THOMAS TOBAR           |
| 0098         | A            | VICKIE LYNN BURGSTAHLER ETAL                               | FIRST SECURITY BANK, N.A.      | 1/8/2000      | HOPKINS | TX    | 321         | 707       | 49.1000  | THOMAS TOBAR           |
| 0098         | D            | JOHN CHARLES WORSHAM                                       | LUMINANT MINING COMPANY LLC    | 12/2/2010     | HOPKINS | TX    | 759         | 380       | 2.0600   | THOMAS TOBAR           |
| 0099         |              | TRAVIS B HICKS ETUX  | FIRST SECURITY BANK, N.A.      | 6/1/1999      | HOPKINS | TX    | 303         | 525       | 55.5250  | THOMAS TOBAR           |
| 0100         | B            | MICHAEL G SMITH ETUX                                       | FIRST SECURITY BANK, N.A.      | 3/10/1999     | HOPKINS | TX    | 296         | 464       | 0.5000   | THOMAS TOBAR           |
| 0101         |              | TRAVIS B HICKS ETUX  | FIRST SECURITY BANK, N.A.      | 6/1/1999      | HOPKINS | TX    | 303         | 525       | 43.3300  | THOMAS TOBAR           |
| 0101         | A            | ELLIS C. MORGAN  | FIRST SECURITY BANK, N.A.      | 3/10/1999     | HOPKINS | TX    | 296         | 445       | 5.3190   | THOMAS TOBAR           |
| 0101         | B            | TRAVIS B HICKS ETUX  | FIRST SECURITY BANK, N.A.      | 6/1/1999      | HOPKINS | TX    | 303         | 525       | 7.2620   | THOMAS TOBAR           |
| 0101         | C            | DANIEL B HICKS ETUX GAIL HICKS                             | FIRST SECURITY BANK, N.A.      | 10/4/1999     | HOPKINS | TX    | 313         | 766       | 1.6600   | THOMAS TOBAR           |
| 0123         |              | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 33.1200  | NACODGOCHES UNIVERSITY |
| 0123         | B            | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 1.8600   | NACODGOCHES UNIVERSITY |
| 0123         | C            | DAVID KELLY  | TXU MINING COMPANY LP          | 12/21/2004    | HOPKINS | TX    | 512         | 298       | 1.0100   | THOMAS STEWART         |
| 0123         | D            | C. DON HICKS   | TXU MINING COMPANY LP          | 11/17/2005    | HOPKINS | TX    | 553         | 448       | 6.0500   | NACODGOCHES UNIVERSITY |
| 0126         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.                         | L. D. CROSS, TRUSTEE           | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 11.4700  | THOMAS TOBAR           |
| 0126         | A            | LOUIE V. WOODALL, ETUX, MAROLYN C.                         | L. D. CROSS, TRUSTEE           | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 17.5100  | THOMAS TOBAR           |
| 0126         | B            | LOUIE V. WOODALL, ETUX, MAROLYN C.                         | L. D. CROSS, TRUSTEE           | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 117.4100 | THOMAS TOBAR           |
| 0127         |              | LOUIE V. WOODALL, ETUX, MAROLYN C.                         | L. D. CROSS, TRUSTEE           | 9/15/1975     | HOPKINS | TX    | 362         | 440       | 77.0470  | THOMAS TOBAR           |
| 0131         |              | MERIDA B. ELLIOTT, ETUX, PATSY                             | L. D. CROSS, TRUSTEE           | 5/8/1979      | HOPKINS | TX    | 387         | 224       | 13.7840  | THOMAS TOBAR           |
| 0132         |              | HOLMES A. WALLS, ETUX, AUDREY E.                           | L. D. CROSS, TRUSTEE           | 8/2/1978      | HOPKINS | TX    | 389         | 300       | 13.1900  | THOMAS TOBAR           |
| 0133         |              | BILLY WRIGHT AND ADRIENE WRIGHT                            | TXU MINING COMPANY LP          | 8/18/2004     | HOPKINS | TX    | 496         | 788       | 2.9400   | WOODWARD RONE          |
| 0134         |              | M.W. MORGAN ETUX   | TEXAS POWER & LIGHT COMPANY    | 11/28/1972    | HOPKINS | TX    | 346         | 165       | 5.7540   | THOMAS TOBAR           |
| 0135         |              | DAVID RAY TALLEY ET UX MARY ELIZABETH TALLEY; JASON TALLEY | TXU MINING COMPANY LP          | 9/13/2004     | HOPKINS | TX    | 500         | 263       | 5.2950   | WOODWARD RONE          |
| 0136         |              | CHARLES MITCHELL ETUX JANICE RUTH MITCHELL                 | TXU MINING COMPANY LP          | 1/13/2005     | HOPKINS | TX    | 515         | 137       | 5.0340   | WOODWARD RONE          |

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| Tract Number | Tract Suffix | Grantor                                    | Grantee                     | Recorded Date | County  | State | Deed Volume | Deed Page | Acres    | Survey                    |
|--------------|--------------|--|-----------------------------|---------------|---------|-------|-------------|-----------|----------|---------------------------|
| 0137         |              | CHARLES MITCHELL ETUX JANICE RUTH MITCHELL | TXU MINING COMPANY LP       | 1/13/2005     | HOPKINS | TX    | 515         | 137       | 1.4670   | WOODWARD RONE             |
| 0138         |              | CHARLES MITCHELL ETUX JANICE RUTH MITCHELL | TXU MINING COMPANY LP       | 1/13/2005     | HOPKINS | TX    | 515         | 137       | 1.5000   | WOODWARD RONE             |
| 0139         |              | TOMMY BRANDENBURGH ET UX MARY              | TXU MINING COMPANY LP       | 10/22/2004    | HOPKINS | TX    | 505         | 92        | 2.0600   | LOGAN H MCKORKLE          |
| 0140         |              | DANIEL WRIGLEY AND RACHEL WRIGLEY          | TXU MINING COMPANY LP       | 9/2/2004      | HOPKINS | TX    | 498         | 803       | 2.1100   | LOGAN H MCKORKLE          |
| 0141         |              | GARY MASSEY                                | TXU MINING COMPANY LP       | 12/10/2004    | HOPKINS | TX    | 511         | 746       | 0.6900   | LOGAN H MCKORKLE          |
| 0142         |              | PHILLIP DON ROSS ET UX GLENDA GAIL ROSS    | TXU MINING COMPANY LP       | 11/29/2004    | HOPKINS | TX    | 509         | 481       | 2.0000   | LOGAN H MCKORKLE          |
| 0154         |              | DARRELL WAYNE HARRIS ETUX CONNIE           | TXU MINING COMPANY LP       | 10/1/2007     | HOPKINS | TX    | 526         | 861       | 1.0000   | WOODWARD RONE             |
| 0161         |              | RIIKINA LANGFORD ET VIR JASON LANGFORD     | TXU MINING COMPANY LP       | 11/18/2002    | HOPKINS | TX    | 417         | 927       | 52.1530  | THOMAS TOBAR              |
| 0162         |              | LARRY GOLIGHTLY ETUX JUANITA               | FIRST SECURITY BANK, N.A.   | 12/6/1999     | HOPKINS | TX    | 318         | 890       | 4.7720   | THOMAS TOBAR              |
| 0166         |              | DANIEL W. EDGE, ETUX, EDDIE JO             | L. D. CROSS, TRUSTEE        | 1/30/1990     | HOPKINS | TX    | 362         | 288       | 44.3000  | J DE LOS SANTOS COY       |
| 0167         |              | ROGER RIDNER ETUX KIM                      | LUMINANT MINING COMPANY LLC | 12/17/2010    | HOPKINS | TX    | 756         | 711       | 65.8100  | MARIA J DE LOS SANTOS COY |
| 0167         | A            | ROGER RIDNER ETUX KIM                      | LUMINANT MINING COMPANY LLC | 12/17/2010    | HOPKINS | TX    | 756         | 711       | 73.0900  | MARIA J DE LOS SANTOS COY |
| 0170         |              | R.L. WRIGHT                                | TXU MINING COMPANY LP       | 8/18/2006     | HOPKINS | TX    | 589         | 783       | 150.6680 | MARY ANN BOWLEN           |
| 0170         | B            | CHARLES BUCK FLEET                         | TXU MINING COMPANY LP       | 8/18/2006     | HOPKINS | TX    | 589         | 788       | 16.4400  | MARY ANN BOWLEN           |
| 0174         |              | TIM TOLSON ETUX PAT A                      | LUMINANT MINING COMPANY LLC | 11/10/2011    | TITUS   | TX    | 788         | 47        | 68.3400  | MARIA J DE LOS SANTOS COY |

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SAVE & EXCEPT

|      |          |  |                                      |           |         |    |          |     |       |                           |
|------|----------|--|--------------------------------------|-----------|---------|----|----------|-----|-------|---------------------------|
| 0001 | 1<br>A-1 | LUMINANT MINING COMPANY LLC &<br>LUMINANT GENERATION COMPANY LLC | BRIAN PHILLIPS AND CHRISTIE PHILLIPS | 6/19/2017 | HOPKINS | TX | 20173208 |     | 3.254 | MARIA J DE LOS SANTOS COY |
| 0001 | B        | TXU MINING COMPANY LP  | DEANNA K LANDERS                     | 3/31/2004 | HOPKINS | TX | 478      | 461 | 18.5  | MARIA J DE LOS SANTOS COY |
| 0001 | C        | TXU MINING COMPANY LP  | RANDY WAYNE RIDNER                   | 2/16/2005 | HOPKINS | TX | 518      | 863 | 0.672 | MARIA J DE LOS SANTOS COY |
| 0004 | B        | TXU MINING COMPANY LP  | RANDY WAYNE RIDNER                   | 2/16/2005 | HOPKINS | TX | 518      | 863 | 0.08  | MARIA J DE LOS SANTOS COY |
| 0029 | D        | L.D. CROSS, TRUSTEE  | LOUIE V. WOODALL ETUX MAROLYN C      | 9/26/1978 | HOPKINS | TX | 391      | 694 | 71.94 | MARIA J DE LOS SANTOS COY |
| 0095 | P        | BLC CORPORATION, TRUSTEE   | PATSY G. GIBSON                      | 5/12/2004 | HOPKINS | TX | 483      | 687 | 3.794 | THOMAS STEWART            |
| 0061 | A        | TXU MINING COMPANY, L.P & LUMINANT GENERATION COMPANY LLC        | JEFFERY WILLIAMS                     | 3/29/2017 | HOPKINS | TX | 20171632 |     | 1.12  | DANIEL McDONALD           |

99.36

4900.4840 Total Acres



**Exhibit B**  
**Reclamation Tract**

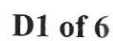
Description of Reclamation Tract to be inserted at Closing.

# Exhibit C - Excluded Tracts

| Tract<br>Number | Tract<br>Suffix | Grantor                                 | Grantee                   | Recorded<br>Date | County  | State | Deed<br>Volume | Deed<br>Page | Acres   | Survey         | At |
|-----------------|-----------------|---|---------------------------|------------------|---------|-------|----------------|--------------|---------|----------------|----|
| 0095            |                 | JACKIE J GIBSON AND WIFE PATSY G GIBSON | FIRST SECURITY BANK, N.A. | 5/11/1999        | HOPKINS | TX    | 301            | 776          | 41.3760 | JOSEPH B MOORE | 67 |
| 0096            |                 | JACKIE J GIBSON AND WIFE PATSY G GIBSON | FIRST SECURITY BANK, N.A. | 5/11/1999        | HOPKINS | TX    | 301            | 776          | 51.1200 | THOMAS TOBAR   | 95 |
| 0100            |                 | JOE A WORSHAM ET UX                     | FIRST SECURITY BANK, N.A. | 9/15/1999        | HOPKINS | TX    | 312            | 38           | 54.9600 | THOMAS TOBAR   | 95 |
| 0123            | A               | JACKIE J GIBSON AND WIFE PATSY G GIBSON | FIRST SECURITY BANK, N.A. | 5/11/1999        | HOPKINS | TX    | 301            | 776          | 1.5080  | THOMAS STEWART | 87 |

148.9640

YEAR INST #  
2018 5709 PAGE 36 OF 135



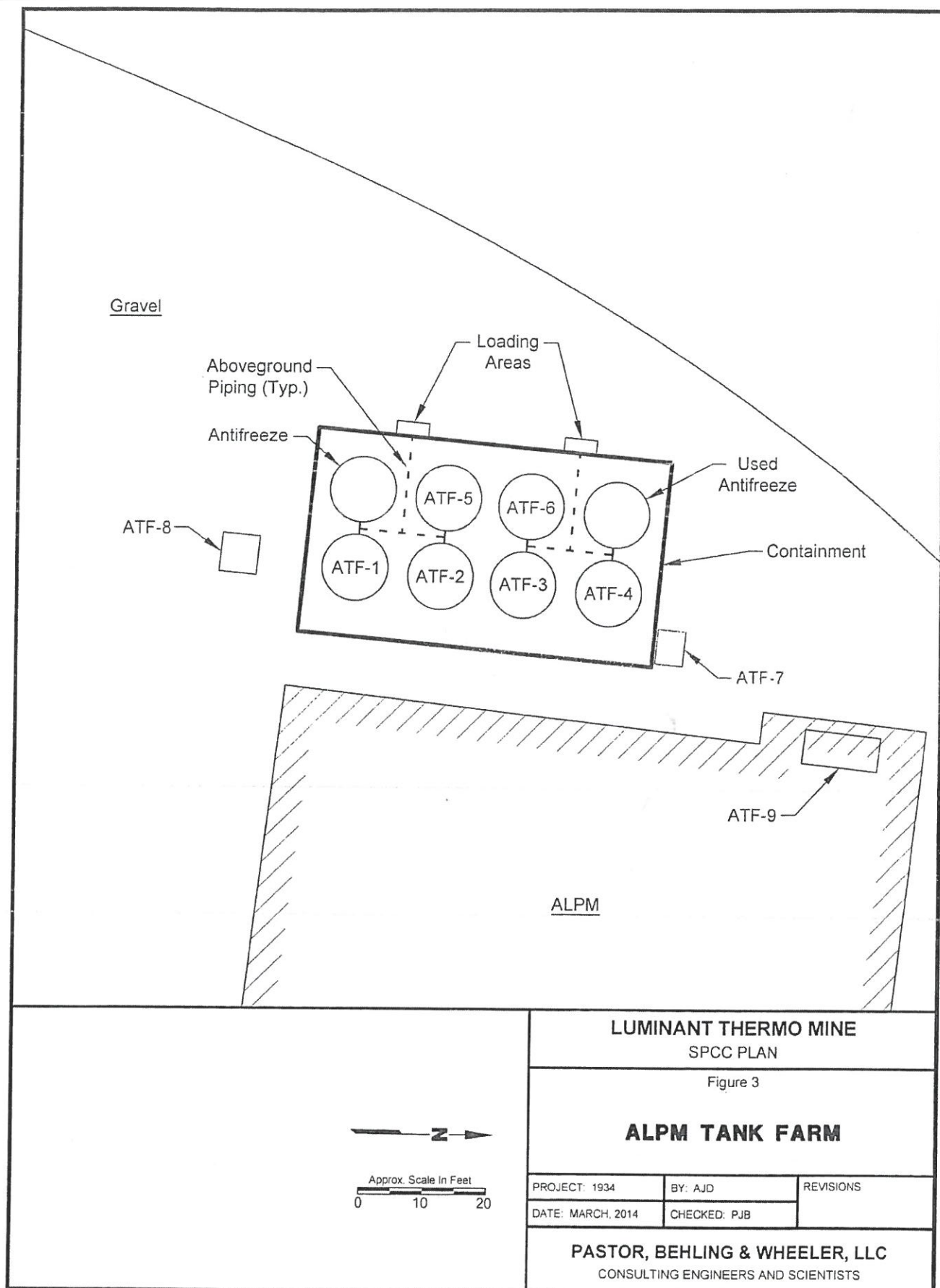


| Monticello Mine Buildings                             |                               |            |  |            |                  |
|---|-------------------------------|------------|--|------------|------------------|
| Location  | Building Description          | Year Built | Main Use   | Square Ft. | 2d Floor Sq. Ft. |
| Thermo  | Main Office, Shop & Warehouse | 1977       | Offices, Conference Rooms, Change House, Warehouse and Shop for working on equipment | 26,977     | 1,130            |
| Thermo  | ALPM Building                 | 1990       | 1 Office, 1 Breakroom and Shop for PMs   | 6,980      |                  |
| Thermo  | ALPM Wash Building            | 1990       | Open Bay to wash equipment   | 3,508      |                  |
| Winfield North  | Main Office and Change House  | 1973       | Offices, Conference Rooms and Change House   | 11,531     |                  |
| Winfield North  | Shop and Warehouse            | 1973       | Offices, Warehouse and Shop for working on equipment                                 | 22,582     | 706              |
| Winfield North  | Alpm Wash Building            | 1990       | Open Bay to wash equipment   | 3,195      |                  |
| Winfield North  | Heavy Warehouse               | 1990       | Parts Storage  | 4,090      |                  |
| Winfield North  | Other Small Buildings         | 1973       | Silo/Crusher Control Buildings   | 1,432      |                  |
| Winfield South  | Main Office, Shop & Warehouse | 1980       | Offices, Conference Rooms, Change House, Warehouse and Shop for working on equipment | 39,972     | 1,384            |
| Winfield South  | ALPM Building                 | 1990       | 1 Office, 1 Breakroom and Shop for PMs   | 7,290      |                  |
| Winfield South  | ALPM Wash Building            | 1990       | Open Bay to wash equipment   | 4,140      |                  |
| Winfield South  | Heavy Warehouse               | 1990       | Parts Storage  | 8,332      |                  |
| Winfield South  | Bucket House                  | 2000       | Repair Dragline Buckets  | 3,958      |                  |
| Winfield South  | Other Small Buildings         | 1980       | Crusher and Water Control Buildings  | 1,814      |                  |
| Power, Water and Sewer are available at each location |                               |            |  |            |                  |
| Loading Stations and Silos will be removed            |                               |            |  |            |                  |

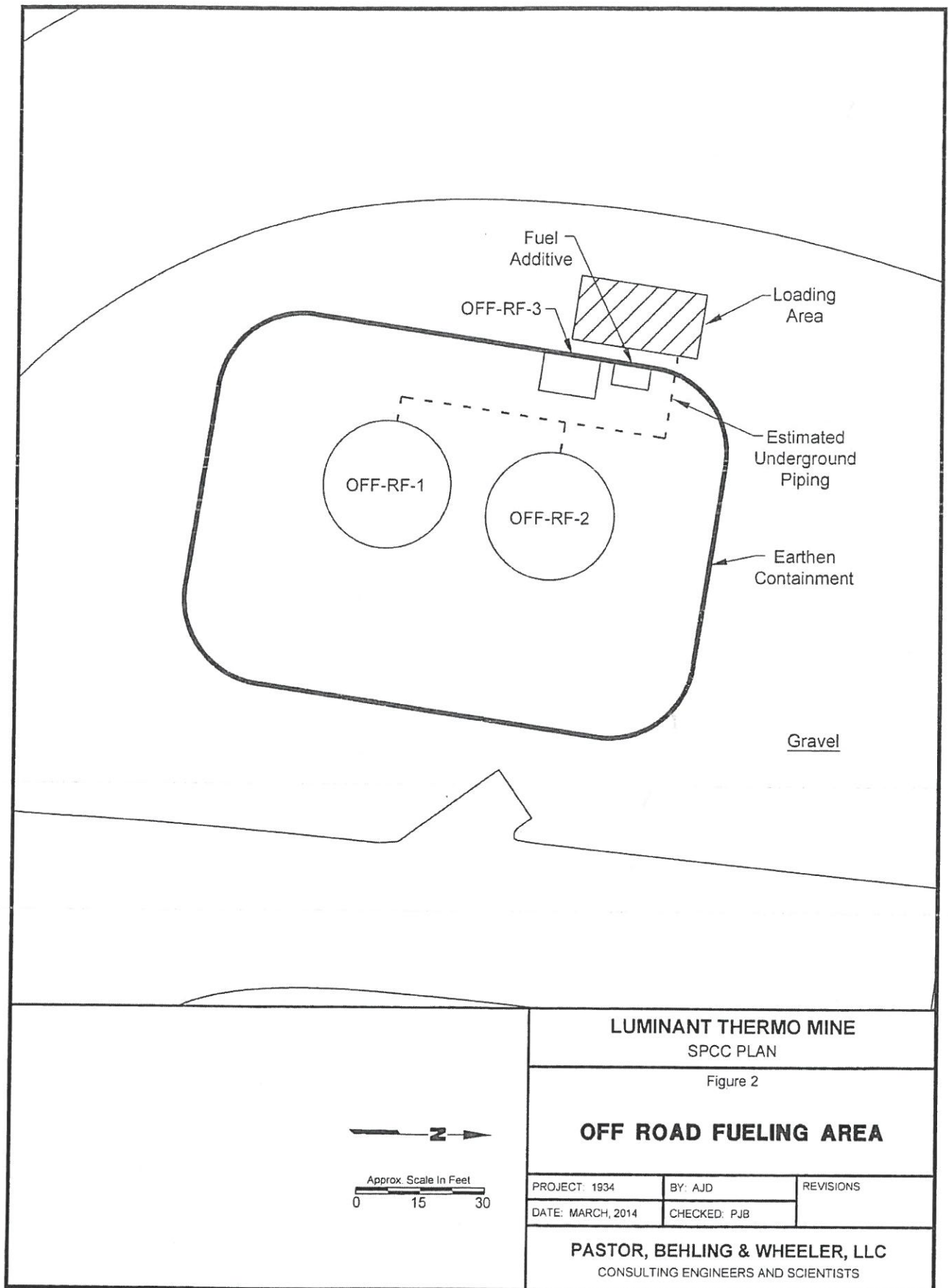
**Exhibit D – The Facilities**  
**Tanks**

YEAR 2018 INST 5709 PAGE 38 OF 135

| Tank Number          | Capacity (gallons) | Comments         |
|----------------------|--------------------|------------------|
| OFF-RF-1             | 84,000             |                  |
| OFF-RF-2             | 84,000             |                  |
| OFF-RF-3             | 700                | Removed          |
|                      |                    |                  |
| ATF-1                | 10,000             |                  |
| ATF-2                | 10,000             |                  |
| ATF-3                | 10,000             |                  |
| ATF-4                | 10,000             |                  |
| ATF-5                | 8,000              |                  |
| ATF-6                | 8,000              |                  |
| ATF-7                | 200                | Removed          |
| ATF-8                | 350                | Removed          |
| ATF-9                | 500                | Removed          |
| Antifreeze Tank      | 6,000              |                  |
| Used Antifreeze Tank | 6,000              |                  |
|                      |                    |                  |
| ON-RF-1              |                    | Removed          |
| ON-RF-2              | 700                |                  |
|                      |                    |                  |
| WT-1                 | 100,000            | Estimated volume |
| ST-1                 |                    | Removed          |







**Exhibit D – The Facilities**  
**Storage, Parking and Warehouse**

YEAR 2018 INST # 5709 PAGE 41 OF 135

| Description    | Area (square feet) |
|----------------|--------------------|
| Storage Area   | 358,119            |
| Parking Lot    | 60,634             |
| Warehouse Yard | 60,717             |

**Exhibit E – The Improvements  
Haul Roads and Access Roads**

YEAR  
2018

INST. #  
5709 PAGE 42 OF 135

| Description                          | Length(feet) |
|--------------------------------------|--------------|
| Thermo East Haul Road                | 10,632       |
| Thermo West Haul Road                | 5,345        |
| Thermo Site Plan Haul Road           | 2,804        |
| A-1 Haul Road                        | 7,285        |
| H-01 Pond Access Road                | 5,707        |
| F-01 Pond Access Road                | 2,986        |
| C-07A Pond Access Road               | 358          |
| A-Area Access Road                   | 1,432        |
| A1-2 Pond Access Road                | 3,983        |
| A1-1 Pond Access Road No. 1          | 401          |
| A1-1 Pond Access Road No. 2          | 254          |
| D-03 Pond Access Road                | 888          |
| E-06 Permanent Diversion Access Road | 204          |
| C-06 Pond Access Road                | 1,564        |
| G-13 Pond Access Road                | 1,789        |
| A-18 Pond Permanent Access Road      | 1,647        |



**Exhibit E – The Improvements  
Railroad Tracks**

YEAR INST #  
2018 5709 PAGE 43 OF 135

| Description         | Length (feet) | Comments                               |
|---------------------|---------------|--|
| East Railroad Track | 5,500         | From 15 feet clearance to loading silo |
| East Railroad Track | 1,170         | From silo to shop area                 |
| West Railroad Track | 5,500         | From 15 feet clearance to loading silo |
| West Railroad Track | 1,100         | From silo to shop area                 |

**Exhibit E – The Improvements**  
**FM 1870 Bridge**

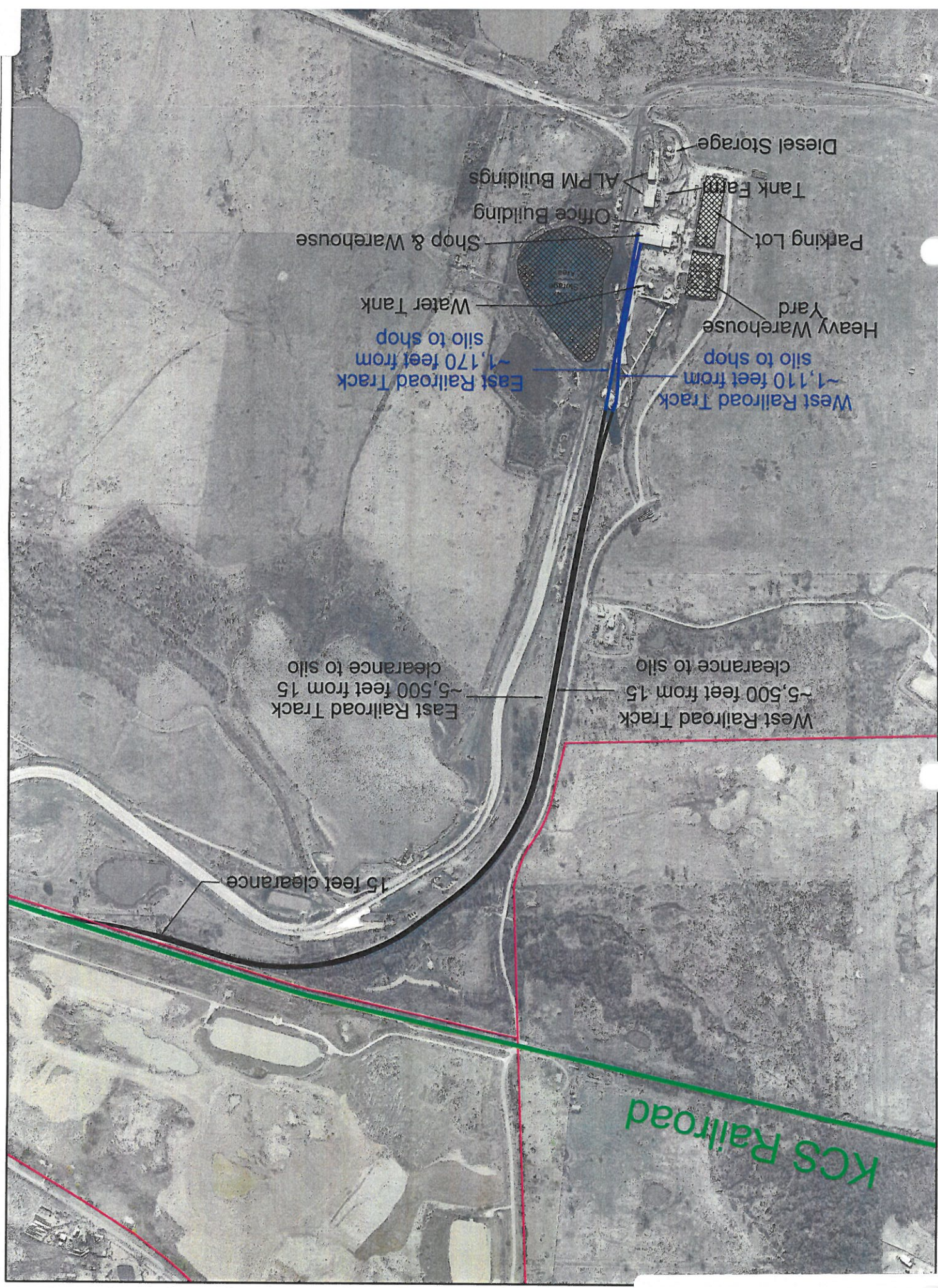
| Description    | Length (feet) |
|----------------|---------------|
| FM 1870 Bridge | ~257          |

**Exhibit E – The Improvements  
Drop Structures**

YEAR 2018 INST 5709 PAGE 45 OF 135

| Description          |
|----------------------|
| F-11 Drop Structure  |
| F-11A Drop Structure |
| D-1 Drop Structure   |
| D-2 Drop Structure   |
| D-3 Drop Structure   |
| D-4 Drop Structure   |
| 99.7 Drop Structure  |
| 100.7 Drop Structure |
| 101.7 Drop Structure |
| 102.7 Drop Structure |
| 103.5 Drop Structure |
| 104.5 Drop Structure |
| 104.1 Drop Structure |
| 105.1 Drop Structure |
| 106.1 Drop Structure |
| 107.1 Drop Structure |
| 108.1 Drop Structure |
| F-06 DS #1           |
| F-06 DS #2           |
| F-06 DS #3           |







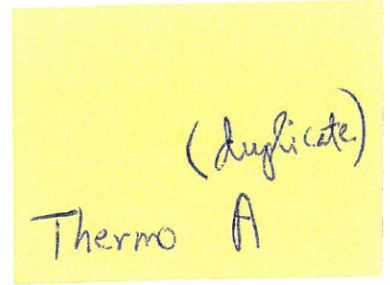




STATE OF TEXAS  
HOPKINS COUNTY

6848

INDUSTRIAL SOLID WASTE  
DISPOSAL SITE DEED RECORDATION



KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Texas Department of Water Resources pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit industrial waste on the land described herein.

II

Being a 6.031 acre tract, more or less, out of the Texas Utilities Mining Company called 79.07 and 167.79 acre tracts situated in Hopkins County, State of Texas, said 79.07 acre tract being a part of the Thomas Tobar Survey, A-593, conveyed by Louie V. Woodall to L. D. Cross, Trustee, by deed recorded in Volume 362, Page 440; said 167.79 acre tract being a part of the Thomas Tobar Survey, A-593, conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 557 of the deed records of Hopkins County, Texas, said 6.031 acre tract being more particularly described as follows:

BEGINNING at a point for corner situated S 89°37'31" W - 434.00' from the northeast corner of said 79.07 acre tract; the coordinates of said beginning corner, based on the Texas Grid System, North Central Zone, are: N = 527,642.00, E = 2,598,115.00; said point being set for the northwest corner;

Vol. 443 Pg. 653

DEED RECORD



Vol. 443 Pg. 654

THENCE S 58°29'47" E - 2,929.84' to a point for corner set for the northeast corner;

THENCE South - 102.00' to a point for corner set for the southeast corner;

THENCE N 58°35'03" W - 2,956.38' to a point for corner set for the southwest corner;

THENCE N 15°12'09" E - 95.34' to the POINT OF BEGINNING and containing 6.031 acres, more or less.

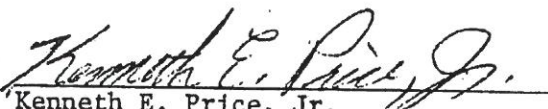
Wastes deposited hereon have been classified by the Texas Department of Water Resources as Class III.

### III

The owner of the site is Texas Utilities Mining Company, a Texas corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas 75455, where more specific information may be obtained from the Mine Manager.

EXECUTED this the 11th day of October, 1984.

Texas Utilities Mining Company  
a Texas corporation

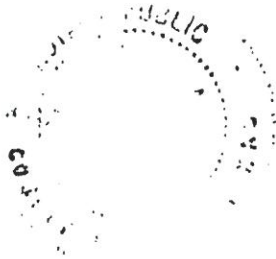
  
Kenneth E. Price, Jr.  
Mine Manager

STATE OF TEXAS  
TITUS COUNTY

BEFORE ME, on this 11th day of October, 1984, personally appeared Kenneth E. Price, Jr., Mine Manager of Texas Utilities Mining Company, a Texas corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the

same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 11th day of  
October, 1984.



Judith A. Nassamure  
Notary Public in and for the  
State of Texas, County of Titus

My commission Expires

June 5, 1988

Uo1.443 P9.655

FILE FOR RECORD  
HOPKINS COUNTY TEXAS

'84 DEC 3 AM 11:25

MARY ALICE DECK  
COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY

6848

When recorded please return to:  
Mr. Charles W. Maughon  
Texas Utilities Mining Company  
P.O. Box 1255  
Mt. Pleasant, Texas 75455

(1)

SEAL OF TEXAS COUNTY OF HOPKINS  
I hereby certify that this instrument was filed in  
the file and time stamped hereon by me and as  
duly recorded in the volume and page of the public  
records of Hopkins County, Texas as shown by me.

RECORDED



Mary Alice Deck

COUNTY CLERK, Hopkins County, Texas

(duplicate)  
Thermo B

STATE OF TEXAS  
HOPKINS COUNTY

3256

INDUSTRIAL SOLID WASTE  
DISPOSAL SITE DEED RECORDATION

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Texas Department of Water Resources pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit industrial waste on the land described herein.

II

Being an 18.939 acre tract, more or less, out of the Texas Utilities Mining Company called 139.37, 180.53, 166.26, 54.56, 141.93, and 47.20 acre tracts situated in Hopkins County, State of Texas, said tracts being a part of the Thomas Tobar Survey, A-593, said 139.34 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 544; said 180.53 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 559; said 166.26 acre tract conveyed by Earl Dean Oliver, Trustee, to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 561; said 54.56 acre tract conveyed by Talmadge Stone to L. D. Cross, Trustee, by deed recorded in Volume 383, Page 685; said 141.93 acre tract conveyed by Earl Dean Oliver



Vol 448 Page 104

to L. D. Cross, Trustee, by deed recorded in Volume 349, Page 554;  
deed records of Hopkins County, Texas, said 18.939 acre tract being  
more particularly described as follows:

BEGINNING at a point for corner situated S 90°03'17"  
W - 863.42' from the northeast corner of said 139.37  
acre tract; the coordinates of said beginning point,  
based on Texas Grid System, North Central Zone, are:  
N = 524,016.00, E = 2,600,594.00; said point being  
set for the northwest corner;

THENCE South 150.00' to a point for corner set for  
the southwest corner;

THENCE S 70°47'27" E - 5,500.00' to a point for  
corner set for the southeast corner;

THENCE North - 150.00' to a point for corner set for  
the northeast corner;

THENCE N 70°47'27" W - 5,500.00' to the POINT OF  
BEGINNING and containing 18.939 acres, more or less


Wastes deposited hereon have been classified by the Texas Depart-  
of Water Resources as Class III.

### III

The owner of the site is Texas Utilities Mining Company, a Texas  
corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas  
75455, where more specific information may be obtained from the Mine  
Manager.

EXECUTED this the 13th day of May, 1985.

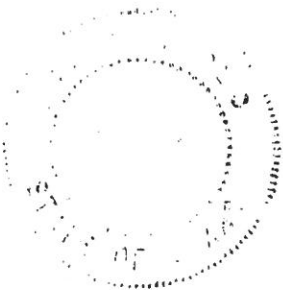
Texas Utilities Mining Company  
a Texas Corporation

  
Kenneth E. Price, Jr.  
Mine Manager

STATE OF TEXAS  
HOPKINS COUNTY

BEFORE ME, on this 13th day of May, 1985, personally appeared  
Kenneth E. Price, Jr., Mine Manager of Texas Utilities Mining Company,  
a Texas corporation, known to me to be the person and agent of said  
corporation whose name is subscribed to the foregoing instrument,  
and he acknowledged to me that he executed the same for the purposes  
and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 13th day of  
May, 1985.



*Charles W. Maughon*  
Notary Public in and for the  
State of Texas

CHARLES W. MAUGHON

My commission expires

December 9, 1985

448 PAGE 105

REAL PROPERTY RECORD

STATE OF TEXAS

Vol. 118 p. 744

Hopkins County

3052

INDUSTRIAL SOLID WASTE  
DISPOSAL SITE DEED RECORDATION

(duplicate)  
Thermo - C

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the rules of the Texas Water Commission pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit Class III industrial solid waste on the land described herein.

II

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN HOPKINS COUNTY, TEXAS, BEING A PART OF THE THOMAS TOBAR SURVEY, ABST. NO. 593, OUT OF THE L. D. CROSS, TRUSTEE CALLED 57.45 ACRE TRACT, VOL. 362, PAGE 440; L. D. CROSS, TRUSTEE CALLED 50.50, 88.87, 51.56 ACRE TRACTS, VOL. 349, PAGE 559; L. D. CROSS, TRUSTEE CALLED 89.53 ACRE TRACT, VOL. 349, PAGE 550; L. D. CROSS, TRUSTEE CALLED 166.25 ACRE TRACT, VOL. 349, PAGE 561; L. D. CROSS, TRUSTEE CALLED 54.56 ACRE TRACT, VOL. 365, PAGE 685; L. D. CROSS, TRUSTEE CALLED 20.776 AND 39.048 ACRE TRACTS, VOL. 349, PAGE 554 OF THE DEED RECORDS OF HOPKINS COUNTY, TEXAS AND BOUNDED AS FOLLOWS:

BEGINNING at a point for corner situated N 54° 34' 27" E - 467.82' from a point, said point being the southwest corner of the called 57.45 acre tract, recorded in Vol. 362, Page 440, of the Deed Records of Hopkins County, Texas; the coordinates of the said BEGINNING corner, based on the Texas Grid System, North Central Zone, are N=523,885.57, E=2,598.000; said point being set for the southwest corner;

THENCE North - 1000.00', to a point for corner set for the northwest corner;

THENCE S 69° 30' E - 8120.23', to a point for corner set for the northeast corner;

THENCE South - 1000.00', to a point for corner set for the southeast corner;

THENCE N 69° 30' W - 8120.23', to the point of BEGINNING, containing 174.61 acres, more or less.

[VOL 118 PAGE 745

2 of 2 pages

III

The owner of the site is Texas Utilities Mining Company, a Texas Corporation, and its address is P. O. Box 1636, Mt. Pleasant, Texas 75456, where more specific information may be obtained from the Mine Manager.

EXECUTED this 1st day of August, 1991.

Texas Utilities Mining Company  
a Texas Corporation

Kenneth E. Price, Jr.  
Kenneth E. Price, Manager of Mines

STATE OF TEXAS

Situs COUNTY

BEFORE me, on this the 1st day of August, 1991, personally appeared Kenneth E. Price, Manager of Mines of Texas Utilities Mining Company, a Texas Corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 1991.

Mary Ellen Clower  
Notary Public in and for the State  
of Texas, County of

Situs

My commission expires 9-19-92.



STATE OF TEXAS

Titus County

INDUSTRIAL SOLID WASTE  
DISPOSAL SITE DEED RECORDATION

(duplicate)  
Thermo D

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the rules of the Texas Water Commission pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Hopkins County, Texas in compliance with the recordation requirements of said rule:

I

Texas Utilities Mining Company will permanently deposit Class III industrial solid waste on the land described herein.

II

Being an 87.3 acre tract, more or less, out of the Texas Utilities Mining Company called 20.776, 54.56, 166.26, 51.56, 89.56, 139.37, 71.94 and 57.45 acre tracts situated in Hopkins County, State of Texas, said 20.776 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 554; said 54.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Talmadge Stone et ux, to L.D. Cross, Trustee, by deed recorded in Volume 365, Page 685; said 166.26 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 561; said 51.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Fred D. Beville et ux, to Wilburn L. Morgan and Herman C. Morgan, by deed recorded in Volume 168, Page 64; said 89.56 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 550; said 139.37 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Earl Dean Oliver, Trustee, to L.D. Cross, Trustee, by deed recorded in Volume 349, Page 544; said 71.94 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Louie V. Woodall et ux, to L.D. Cross, Trustee, by deed recorded in Volume 408, Page 594; said 57.45 acre tract being a part of the Thomas Tobar Survey, A-953, conveyed by Roy L. Rawson, Jr. et ux, to Louie V. Woodall et ux by deed recorded in Volume 299, Page 290; of the deed records of Hopkins County, Texas, said 87.3 acre tract being more particularly described as follows:

Beginning at a point for corner situated N 01 05' W - 170.0' and N 66 22'14" W - 255.0' from the southeast corner of said 20.776 acre tract; the coordinates of said beginning corner, based on the Texas Grid System, north central zone, are: N = 521,672, E = 2,605,606; said point being set for the southeast corner;

Thence N 66 22'14" W - 8,302.0' to a point for corner set for the southwest corner;

Thence north - 500.0' to a point for corner set for the northwest corner;

Thence S 66 22'14" E - 8,302.0' to a point for corner set for the northeast corner;

Thence south - 500.0' to the point of beginning containing 87.3 acres, more or less.

III

The owner of the site is Texas Utilities Mining Company, a Texas Corporation, and its address is P.O. Box 1636, Mt. Pleasant, Texas 75455, where more specific information may be obtained from the Mine Manager.

EXECUTED this 5th day of April, 1990.

Texas Utilities Mining Company  
a Texas Corporation

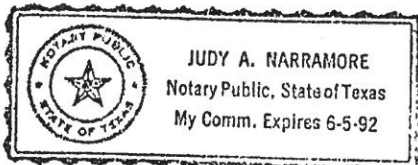
Kenneth E. Price  
Kenneth E. Price, Mine Manager

STATE OF TEXAS

Itasca County

BEFORE me, on this the 5th day of April, 1990, personally appeared Kenneth E. Price, Mine Manager of Texas Utilities Mining Company, a Texas Corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of April, 1990.

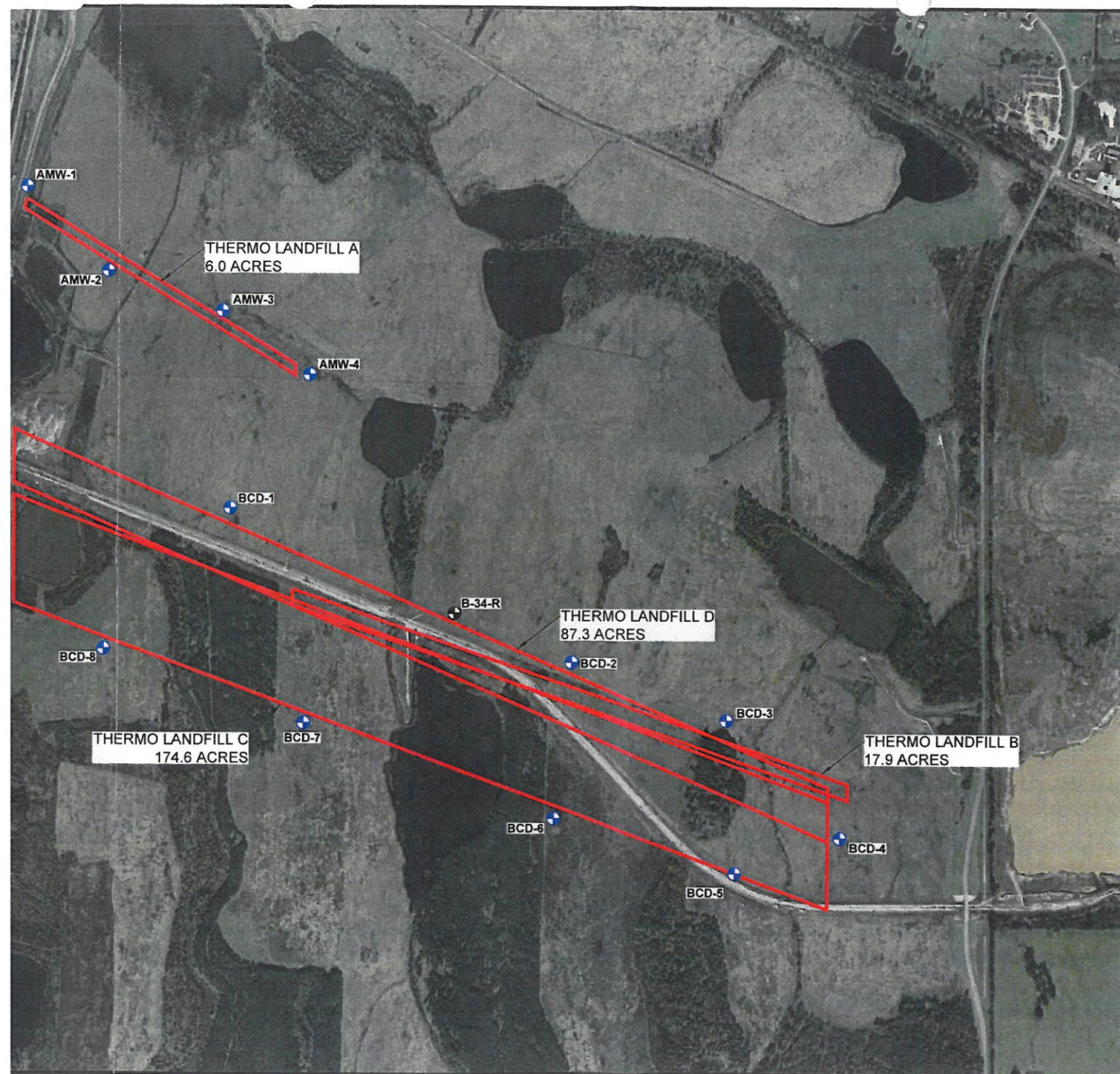


Judy Narramore  
Notary Public in and for the  
State of Texas, County of

Itasca

My commission expires 6-5-92.





# EXPLANATION

- Landfill Area
- Existing Monitoring Well Location
- Monitoring Well Location

Monitoring Wells plugged 12/13/2017



Approx. Scale in Feet  
0 500 1000

SOURCE:  
Base map Google Earth dated December 2, 2015.

LUMINANT MINING COMPANY, LLC  
THERMO MINE

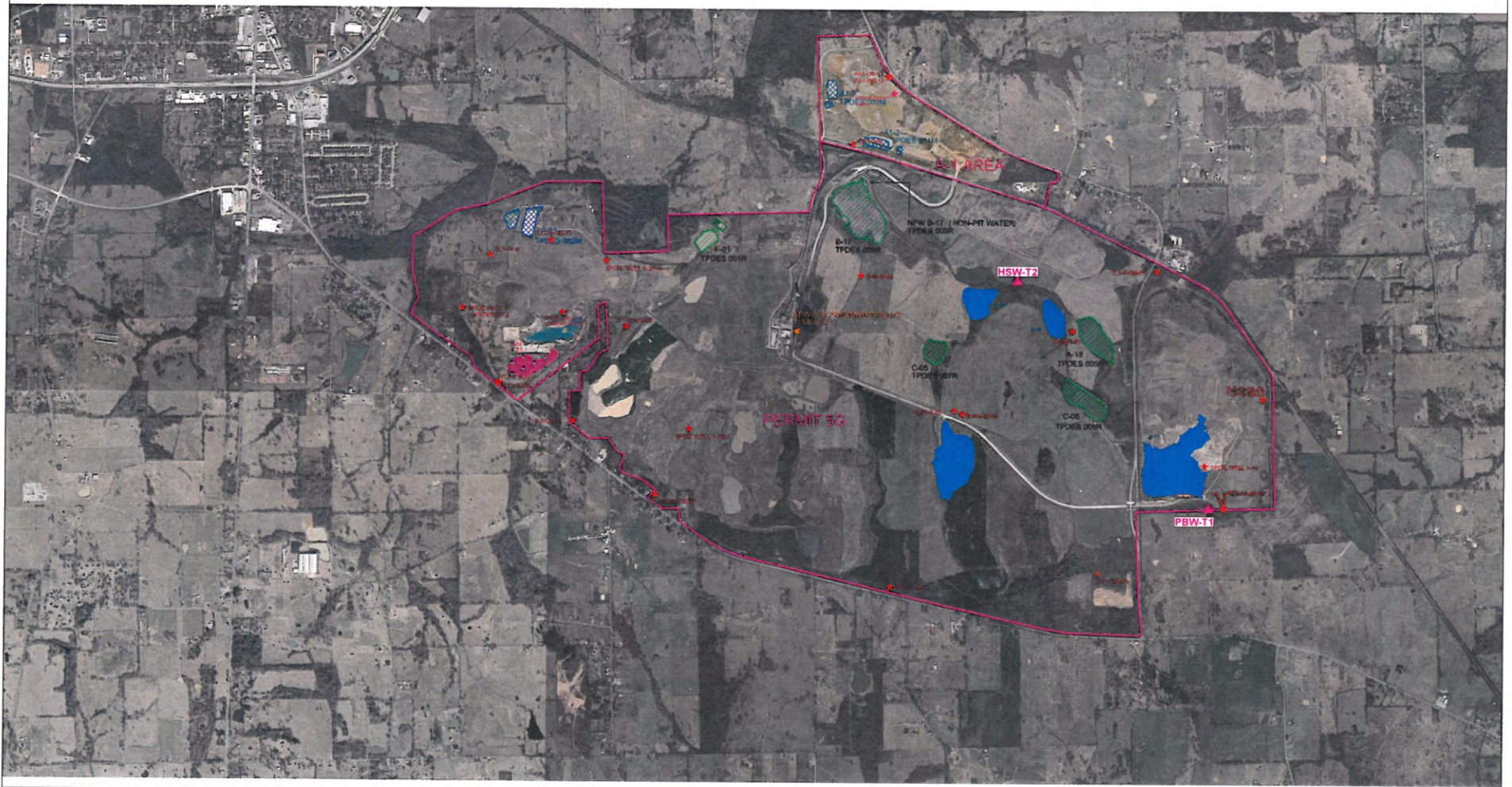
Figure 2

## THERMO MINE MONITORING WELL LOCATIONS

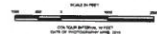
|                   |              |           |
|-------------------|--------------|-----------|
| PROJECT: 5240     | BY: AJO      | REVISIONS |
| DATE: SEPT., 2017 | CHECKED: PJB |           |

PASTOR, BEHLING & WHEELER, LLC  
CONSULTING ENGINEERS AND SCIENTISTS





THIS MAP AND ALL INFORMATION CONTAINED HEREIN ARE THE PROPERTY OF THERMO MINE & THERMO A-1 MINE. NO PART OF THIS MAP OR INFORMATION CONTAINED HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THERMO MINE & THERMO A-1 MINE. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE A CONTRACT OR WARRANTY OF ANY KIND. THE INFORMATION CONTAINED HEREIN IS SUBJECT TO CHANGE WITHOUT NOTICE AND WITHOUT LIABILITY TO THERMO MINE & THERMO A-1 MINE.



| NO. | DESCRIPTION | BY | DATE |
|-----|-------------|----|------|
|     |             |    |      |
|     |             |    |      |
|     |             |    |      |
|     |             |    |      |

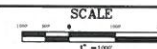
NOTE:  
TPOE PERMIT NO.04122

- ACTIVE FINAL DISCHARGE POND
- SEWAGE TREATMENT PLANT
- PERMIT BOUNDARIES
- POSTMINE PONDS

|                                 |          |                      |       |
|---------------------------------|----------|----------------------|-------|
| THERMO MINE & THERMO A-1 MINE   |          | THERMO PERMIT 40     |       |
| SILVER HILL, TENNESSEE          |          | THERMO A-1 PERMIT 40 |       |
| THERMO FINAL DISCHARGE OUTFALLS |          |                      |       |
| THERMO MINE & THERMO A-1 MINE   |          |                      |       |
| PROJECT                         | LOCATION | DATE                 | SCALE |
|                                 |          |                      |       |

EDIT OR COPY TEXT AS NECESSARY IN TITLE BLOCK  
ALL TEXT IS CENTER JUSTIFIED

CONFIDENTIAL  
INTERNAL USE  
ONLY

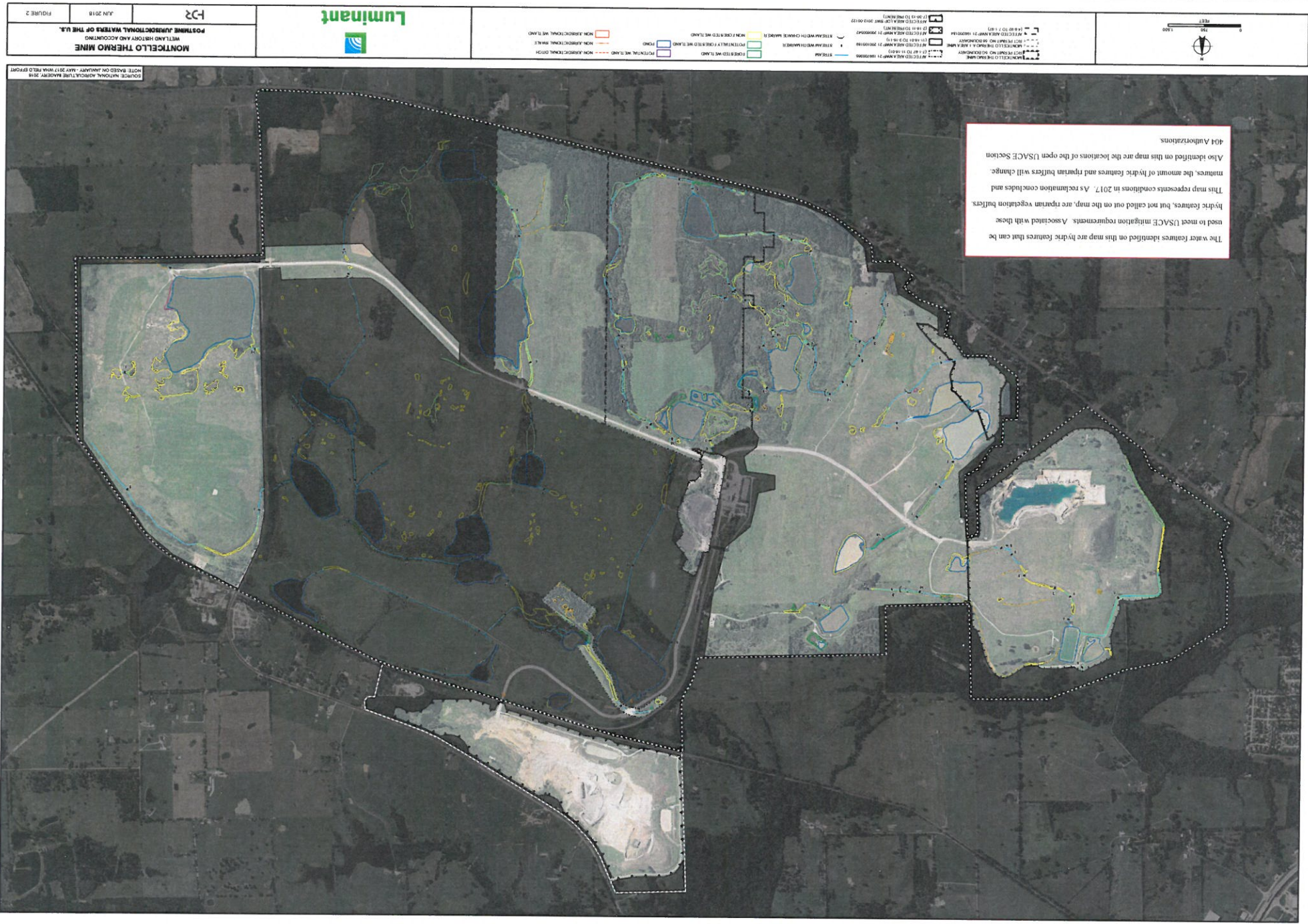


|               |  |            |  |
|---------------|--|------------|--|
| Thermo        |  | All Areas  |  |
| Mine Services |  | 06/08/2018 |  |

**Exhibit H**  
**Environmental Covenant**

Environmental Covenant to be inserted upon agreement with the U.S. Army Corps of Engineers.







**Exhibit J**  
**Exclusive Easement**

**EXCLUSIVE EASEMENT AND RIGHT OF WAY AGREEMENT**  
**ISSUED PURSUANT TO SECTIONS 212 AND 380 OF THE TEXAS LOCAL**  
**GOVERNMENT CODE AND THE DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §       Know all men by these presents:  
COUNTY OF HOPKINS   §

This EXCLUSIVE EASEMENT AND RIGHT OF WAY AGREEMENT (the “Exclusive Easement”) is by and between **LUMINANT MINING COMPANY LLC**, a Texas limited liability company whose address is 6555 Sierra Drive, Irving Texas 75039, hereinafter referred to as “Luminant” or “Grantee”, and the **CITY OF SULPHUR SPRINGS**, a municipal corporation organized under Article 11 of the Texas Constitution, whose address is 125 South Davis Street, Sulphur Springs, Texas 75482, hereinafter referred to as the “City” or “Grantor”.

**WITNESSETH:**

**WHEREAS**, Grantor and Grantee entered into a Development Agreement, of even date herewith, which transferred, among other things, 4,901.228 acres of unincorporated real property (the “Property”) in Hopkins County, Texas from Luminant to the City in exchange for certain considerations, including this Exclusive Easement (the “Development Agreement”); and

**WHEREAS**, Grantor, pursuant to the Development Agreement, succeeded to ownership of, among other things, \_\_\_\_\_ acres of real property (the “Reclamation Land”) which had previously been permitted for mining operations by Grantee, which mining has been completed, and is now subject to the reclamation requirements of the Railroad Commission of Texas (“RRC”), which requirements are codified in 16 Texas Administrative Code §12.1 et seq. (the “Coal Mining Regulations”) and governed by Permit Nos. 5G and 56, issued by RRC to Luminant, as amended from time to time, and secured by a bond, posted by Luminant, until the reclamation is completed (the “Bond”); and

**WHEREAS**, the Reclamation Land is also subject to the rules and regulations of various other regulatory agencies, including but not limited to, the Texas Commission on Environmental Quality (“TCEQ”) and the United States Army Corps of Engineers (the “Corps”); and

**WHEREAS**, Luminant and the City have agreed that Luminant will, in accordance with the Coal Mining Regulations, the Permit and any other rules and regulations covering its reclamation obligations, reclaim the Reclamation Land in a manner that will allow it to be developed by the City into a multi-use site, and achieve final approval of the RRC and release of the Reclamation Land from the Permit and the Bond, and from any other programs or permits covering reclamation obligations related to the Reclamation Land; and

**WHEREAS**, the City desires to permit Luminant to continue reclaiming the Reclamation Land in accordance with (i) the Coal Mining Regulations, the Permit and any other rules and regulations covering reclamation obligations on the Property, and (ii) the Development Agreement; and

**Exhibit J**  
**Exclusive Easement**

**WHEREAS**, the Property, including the Reclamation Land, is eligible to be the subject of a development agreement under Sections 212.172 and 380 of the Texas Local Government Code; and

**WHEREAS**, this Exclusive Easement is entered into pursuant to and in compliance with Sections 212.172 and 380, in order to address the desires of Luminant and the City; and

**WHEREAS**, the City Council authorized and approved this Exclusive Easement as part of the Development Agreement at a regularly-scheduled council meeting subject to the Open Meetings Act in compliance with the laws of the State of Texas and the ordinances and Charter of the City on October 16, 2018 (Resolution No. 1155); and

**WHEREAS**, Luminant and the City acknowledge that this Exclusive Easement is binding upon them, their heirs, successors and assigns for the Term (defined herein) of this Exclusive Easement; and

**WHEREAS**, this Exclusive Easement is to be recorded in the Real Property Records of Hopkins County.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained herein, the sum of Ten Dollars (\$10.00), and other valuable consideration, receipt sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **The Purpose.** The purpose of this Exclusive Easement is to provide Grantee with unimpeded and unrestricted access and use of the Reclamation Land to permit the implementation and fulfillment of Grantee's reclamation obligations on the Reclamation Land.
2. **The Grant.**

**Exclusive Easement on Reclamation Land.** The easement rights granted herein are EXCLUSIVE to the Grantee. This Exclusive Easement grants to Grantee (i) the **exclusive right** to access, use, occupy and perform reclamation and associated activities on the Reclamation Land, and (ii) the right to install, replace or remove such facilities, equipment or improvements as Grantee may require to be able to perform the reclamation work or satisfy the reclamation obligations, both for such a time as is necessary to conduct and complete the reclamation work to the satisfaction of those governmental agencies with authority over surface mining reclamation. For clarity, GRANTEE WILL HAVE SOLE AUTHORITY TO CONTROL THE RECLAMATION AND USE OF AND ACCESS TO THE RECLAMATION LAND; **PROVIDED, HOWEVER, THIS EXCLUSIVE EASEMENT DOES NOT GRANT TO GRANTEE A FEE SIMPLE ABSOLUTE IN THE RECLAMATION LAND.**

**Grantor's Use and Occupation on Reclamation Land.** Grantor reserves no right to and shall not grant any additional easements or licenses on, over, across or in the Reclamation Land for any purpose. Grantor has no right to use or access, or allow or permit access, the Reclamation Land without the prior written consent of Grantee, and Grantor shall not construct any fences or other improvements, including but not limited

**Exhibit J**  
**Exclusive Easement**

to, roads, parking lots, or buildings, on the Reclamation Land without the prior written consent of Grantee.

**Non-Exclusive Easement and Right Of Way on Property, not Reclamation Land.**

With respect to the Property, Grantor grants to Grantee, pursuant to the Purpose outlined herein, a non-exclusive easement to use, access and occupy those portions of the Property that are not part of the Reclamation Land and a non-exclusive right-of-way for vehicular or pedestrian ingress and egress access to and from the Reclamation Land, in each case on and over portions of the Property that are not subject to reclamation requirements (the "Non-Exclusive Easement and ROW"). The Non-Exclusive Easement and ROW is valid for all purposes related to Grantee's ongoing legal and regulatory liabilities, requirements, and obligations, including but not limited to compliance with the Permits and any other regulations relating to environmental, surface mining and reclamation, wetland mitigation, and related activities. Further, Grantee shall allow Grantor and its affiliates to utilize the Property and any pond located on the Property, as required by the RRC.

**3. Other Agreements and Requirements affecting the Reclamation Land.** This Exclusive Easement is made and accepted subject to:

- A. the terms and provisions of that certain *Development Agreement*, dated October 16, 2018, true and correct copies of which are in the possession of Grantor and Grantee;
- B. certain wetland deed restrictions and covenants, as more particularly described in that certain \_\_\_\_\_ dated as of \_\_\_\_\_, recorded as Document No. \_\_\_\_\_, at Volume \_\_\_\_\_, Page \_\_\_\_\_ in the real property records of Hopkins County, Texas, a copy of which such restrictions are attached hereto as Exhibit B and incorporated herein by reference;
- C. Permits 5G and 56 issued by the RRC (the "Mining Permits"), and the Bond; and
- D. the permit issued by the United States Army Corps of Engineers, which secures completion of wetlands mitigation on the Property to the regulatory-required standards (the "USACE Permit", together with the Mining Permits, and any other permits listed on Exhibit "K" of the Development Agreement, the "Permits").

**4. Covenants.**

- A. **Reclamation Covenant.** Grantor acknowledges and agrees that, because the Reclamation Land has been mined and is now subject to reclamation obligations, for which Grantee is solely responsible, that Grantee will control all aspects of the reclamation and will coordinate such with the RRC and the Corps, subject to said agencies' rules and the Permits, as well as the Bond. The reclamation will require certain approvals by and from, and satisfaction of the RRC and the Corps with respect to Grantee's obligations under the Permits,



**Exhibit J**  
**Exclusive Easement**

specifically with respect to the design, construction and placement of certain improvements.

Grantor agrees that it shall not make, nor cause or allow to be made, any surface or structure modifications or changes in land management practices on the Reclamation Land while such area is subject to the Bond, the Permits or other governmental requirements related to mine reclamation, without obtaining the prior written consent of Grantee.

**B. Covenant on Improvements.**

**Existing Improvements.** Grantor covenants that the following currently existing improvements are the personal property of Grantor and will not be removed from the Reclamation Land or otherwise be required to be reclaimed, repaired or removed:

- i. Facilities include, but are not limited to, office and maintenance buildings, tank farms (bulk storage tanks), warehouse and warehouse yards, and storage and parking areas, as identified on Exhibit "D" attached hereto (the "Facilities").
- ii. Improvements include, but are not limited to, certain wetlands, haulroads, rail lines, roads, culverts, access roads, drop structures, and the FM 1870 bridge, as identified on Exhibit "E" attached hereto (the "Improvements").
- iii. Water and Impoundments.
  - a. A-18 Pond;
  - b. B-15 Pond;
  - c. B-17 Pond;
  - d. B-18 Pond;
  - e. C-06 Pond;
  - f. D-03 Pond;
  - g. G-13 Pond; and
  - h. H-03 Pond.
- iv. Waste Landfills includes four (4) industrial solid waste disposal sites, all of which contain Class III solid wastes, have been closed pursuant to and in compliance with TCEQ rules pertaining to industrial solid waste management, and have been deed recorded in the Hopkins County Real Property Records, copies of which are attached hereto as Exhibit "F".
- v. Monitoring Wells and Dewatering Wells as identified on Exhibit "G" attached hereto (the "Wells").

**Exhibit J**  
**Exclusive Easement**

**Improvements to be Constructed.** Grantee further has the right to construct, install, maintain, replace and remove certain new improvements on the Reclamation Land, in accordance and subject to the restrictions of the Development Agreement:

- i. Water and Impoundments to be constructed by Grantee include water impoundment/reservoir, stream channels and forested wetlands.

All matters concerning the design, construction, installation, maintenance, replacement and removal of such improvements shall be at Grantee's discretion. All improvements shall be and remain the property of Grantor, and shall remain on the Reclamation Land after expiration of this Exclusive Easement.

5. **Duration/Expiration.** The Exclusive Easement and the Non-Exclusive Easement and ROW shall continue in full force and effect for an indefinite period; provided, however, each such easement shall terminate upon the full and final release of all Property from any and all ongoing regulatory and other legal obligations imposed on Grantee by any governmental authority related to Grantee's reclamation of the Reclamation Land, and a written release shall be provided.
6. **Waiver of Landowner Consultation; Reclamation Bond.** Grantor, on behalf of himself and any and all persons claiming by, through or under him, including Grantor's heirs, personal representatives, successors and assigns as owner of any portion of the Property, hereby waives any rights to and relieves Grantee and its affiliates (including without limitation Luminant Generation Company LLC and Vistra Energy Corp.) of any duty of landowner consultation associated with the release of the Bond, if any, covering the Reclamation Land.
7. **Unavoidable Delays.** Grantee shall not be deemed to be in default in the performance of any obligation under this Exclusive Easement, if and as long as, nonperformance of such obligation shall be directly caused by change in governmental laws or restrictions, inability to obtain labor or materials, acts of God, or other causes of a similar or dissimilar nature beyond Grantee's reasonable control.
8. **INDEMNIFICATION.** GRANTEE COVENANTS AND AGREES TO INDEMNIFY AND HOLD HARMLESS GRANTOR FROM ANY CLAIMS, DEMANDS, SUITS, CAUSES OF ACTION AND LIABILITY OF ANY NATURE, PAST, PRESENT OR FUTURE, KNOWN OR UNKNOWN, ACCRUED OR UNACCRUED, RAISED BY ANY PARTY OR GOVERNMENTAL ENTITY, FOR ANY AND ALL DAMAGE OR LOSS OF ANY KIND TO GRANTEE'S, OR GRANTEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES PROPERTY, OR ANY ACCIDENT OR INJURY OCCURRING TO GRANTEE, OR GRANTEE'S EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, WHICH IS OCCASIONED BY, OR WHICH OCCURS IN CONNECTION WITH, OR WHICH ARISES OUT OF GRANTEE'S OPERATIONS OR ACTIVITIES ON THE RECLAMATION LAND OR THE PROPERTY; PROVIDED, HOWEVER, SUCH AGREEMENT TO INDEMNIFY AND HOLD HARMLESS SHALL NOT EXTEND TO ANY CLAIMS, DAMAGES, LOSSES,

**Exhibit J**  
**Exclusive Easement**

DEMANDS, ACCIDENTS, INJURIES, SUITS, CAUSES OF ACTION AND OR LIABILITY OF ANY NATURE WHICH IS ATTRIBUTABLE TO OR CAUSED BY GRANTOR, ITS AGENTS, CONTRACTORS, EMPLOYEES, INVITEES, SUCCESSORS AND ASSIGNS' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**9. Miscellaneous Provisions.**

- A. No Third Party Beneficiaries.** This Exclusive Easement is solely for the benefit of the parties hereto and their respective successors in title, and except as expressly set forth in this Exclusive Easement, no third party may rely or be entitled to benefits hereunder.
- B. Compliance with Laws.** Grantee agrees that, in its exercise of all rights and privileges hereunder, Grantee shall conduct all such actions in compliance with Coal Mining Regulations, the Permit and any other laws, rules and regulations of the State of Texas, United States of America and all state, federal and local governmental agencies and authorities having regulatory authority over such activities and operations.
- C. Binding.** This instrument must be executed by both parties to be a valid and binding agreement. This instrument and the covenants and agreements herein contained shall inure to the benefit of and be binding and obligatory upon the successors and assigns of the parties hereto.
- D. No Waiver.** No waiver of any provision or condition of this Exclusive Easement by Grantee shall be valid, unless in writing signed by Grantee. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act, or default.
- E. Governing Law.** In all respects, this grant shall be governed by the laws of Texas.
- F. Amendment.** Except as otherwise provided herein, this Exclusive Easement may be amended, modified, or terminated only by a writing executed with the written consent of the Grantee. Furthermore, no amendment to this Exclusive Easement which would adversely affect the rights or duties of Grantee may be made without the written consent of Grantee. Any instrument so executed that amends, modifies, or terminates this Exclusive Easement shall be filed for record in the office of the Recorder of Deeds of Hopkins County, Texas.
- G. Authority.** The execution, delivery and performance of this Exclusive Easement by Grantor has been duly authorized. The execution of this Exclusive Easement and the consummation of the transactions contemplated hereby will not violate any restrictions to which Grantor is subject.
- H. Counterparts.** This Exclusive Easement may be executed in several counterparts, each of which shall be an original of this Easement but all of which, taken together, shall constitute one and the same Easement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.



**Exhibit J**  
**Exclusive Easement**

- I. Illegal Provisions.** If any provision of this Exclusive Easement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Easement, the legality, validity and enforceability of the remaining provisions of this Easement shall not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there shall be added automatically as a part of this Easement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

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

**Exhibit J**  
**Exclusive Easement**

EXECUTED and EFFECTIVE on this \_\_\_\_ day of \_\_\_\_\_ 2019.

City of Sulphur Springs

Luminant Mining Company LLC  
Luminant Generation Company LLC

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Matthew Goering

Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**Exhibit J**  
**Exclusive Easement**

STATE OF TEXAS           §  
                                     §  
COUNTY OF HOPKINS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as City Manager of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

\_\_\_\_\_  
*Notary Public*

STATE OF TEXAS           §  
                                     §  
COUNTY OF HOPKINS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as Mayor of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

\_\_\_\_\_  
*Notary Public*



**Exhibit J**  
**Exclusive Easement**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of **Luminant Mining Company LLC**, a Texas limited liability company, on behalf of said limited liability company and in the capacity therein stated.

\_\_\_\_\_  
*Notary Public*

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of **Luminant Generation Company LLC**, a Texas limited liability company, on behalf of said limited liability company and in the capacity therein stated.

\_\_\_\_\_  
*Notary Public*

Exhibit K - Permits

| Permit Description                                 | Permitted Facilities   | Owner                       | Operator                           | Approval Date | Expiration Date | Status      |
|--|--|-----------------------------|------------------------------------|---------------|-----------------|-------------|
| Railroad Commission of Texas, Surface Mine Permits | Thermo A-1 Mine Permit No. 56  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 6/26/2012     | NA              | Reclamation |
| Railroad Commission of Texas, Surface Mine Permits | Thermo Mine Permit No. 5G  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 12/14/2010    | NA              | Reclamation |
| USACE, Wetland 404 Authorization                   | Thermo Permit No. 199700365  | Luminant Mining Company LLC | Texas Utilites Mining Company      | 7/1/1997      | 11/16/2001      | Mitigation  |
| USACE, Wetland 404 Authorization                   | Thermo Permit No. 200100189  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 11/16/2001    | 3/18/2017       | Mitigation  |
| USACE, Wetland 404 Authorization                   | Thermo Permit No. 200600542  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 2/16/2011     | 3/18/2017       | Mitigation  |
| USACE, Wetland 404 Authorization                   | Thermo Mine AI-Aux Area, SWF-2012-00122                                  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 7/30/2013     | 3/30/2020       | Active      |
| USACE, Wetland 404 Authorization                   | Thermo Mine AI-Aux Area-Restoration Unauthorized impacts, SWF-2016-00026 | Luminant Mining Company LLC | Luminant Mining Company LLC        | 2/1/2016      | na              | Mitigation  |
| TCEQ, Waste Notices of Registration                | Monticello Mine, Thermo/Winfield South SWR 34680, ID No. TXD000728972    | Luminant Mining Company LLC | Texas Utilities Mining Company Inc |               |                 |             |
| TCEQ, Wastewater Discharge Permit                  | Monticello-Thermo, No. 4122  | Luminant Mining Company LLC | Luminant Mining Company LLC        | 3/18/2016     | 1/1/2021        | Active      |
| TCEQ, Multi-Sector Stormwater Permit               | Monticello-Thermo Mine, No. TXR05AM68                                    | Luminant Mining Company LLC | Luminant Mining Company LLC        | 11/9/2016     | 8/14/2021       | Active      |
| TCEQ, Water Rights Permit                          | Monticello-Thermo Mine, Rock Creek, No. 5906                             | Luminant Mining Company LLC | Luminant Mining Company LLC        | 6/15/2006     | NA              | Active      |

**Exhibit L**  
**Water Rights/Water Impoundments**

**Ponds greater than 200 ac-ft requiring Water Rights**

| Pond              | Drainage area<br>(Acres) | Volume <sup>2</sup><br>(Acre-feet) | Surface Area<br>(Acres) | Range of modeled<br>Evaporative Losses*<br>(Acre-feet/yr) | Avg.<br>Evaporative<br>Losses*<br>(Acre-feet/yr) |
|-------------------|--------------------------|------------------------------------|-------------------------|---|--|
| A-18 <sup>1</sup> | 776.1                    | 253.3                              | 15.5                    | -25 to 41   | 9.0  |
| B-17 <sup>1</sup> | 4661.0                   | 445.2                              | 34.4                    | -71 to 85   | 19.0   |
| C-06 <sup>1</sup> | 1027.8                   | 331.2                              | 14.0                    | -29 to 35   | 8.0  |
| G-13 <sup>3</sup> | 862.1                    | 2430.0                             | 56.9                    | -118 to 151   | 9.0  |
| H-03 <sup>3</sup> | Possible off channel     |                                    |                         |   |  |
| <b>Totals</b>     |                          | <b>3459.7</b>                      | <b>120.8</b>            | <b>312</b>  | <b>45.0</b>                                      |

\* From tech reports from 5906 amendment application

<sup>1</sup> Currently an exempt sediment pond

<sup>2</sup> 2018 Annual pond certifications

<sup>3</sup> Proposed final pit pond

**Ponds covered by Water Rights Permit 5906**

| Pond | Drainage area<br>(Acres) | Volume<br>(Acre-feet) | Surface Area<br>(Acres) |
|------|--------------------------|-----------------------|-------------------------|
| B-15 | 420.3                    | 216.6                 | 11.0                    |
| B-18 | 878.0                    | 248.0                 | 12.1                    |
| D-03 | 520.9                    | 537.0                 | 35.5                    |

**Total of all water at Thermo**

| Impoundment | Estimated<br>Drainage<br>Area (Ac) | Estimated<br>Volume<br>(Ac-Ft) | Estimated<br>Surface<br>Area (Ac) |
|-------------|------------------------------------|--------------------------------|-----------------------------------|
| A-01        | 49.31                              | 40.7                           | 4.55                              |
| A-02        | 3151.0                             | 49.8                           | 9.20                              |
| A-05        | 3301.0                             | 19.7                           | 2.92                              |
| A-08        | 16.3                               | 11.9                           | 2.70                              |
| A-17        | 218.2                              | 143.5                          | 7.43                              |
| A-18        | 776.1                              | 399.0                          | 15.10                             |
| B-15        | 420.3                              | 216.6 <sup>#</sup>             | 11.00                             |
| B-17        | 4661.0                             | 737.6                          | 34.40                             |
| B-18        | 878.0                              | 248.0 <sup>#</sup>             | 12.10                             |
| C-04        | 139.0                              | 15.2                           | 3.25                              |
| C-05        | 706.0                              | 165.4                          | 8.90                              |
| C-06        | 1027.8                             | 325.9                          | 14.00                             |
| C-07A       | 953.0                              | 3.3                            | 1.80                              |
| D-02        | 971.4                              | 90.5                           | 9.82                              |
| D-03        | 520.9                              | 537.0 <sup>#</sup>             | 35.50                             |
| E-01        | 95.5                               | 1.8                            | 1.22                              |
| E-02        | 241.3                              | 28.9                           | 2.30                              |
| E-03        | 202.1                              | 96.0                           | 11.46                             |
| E-04        | 170.0                              | 184.0                          | 9.40                              |
| E-05        | 23.8                               | 1                              | 1.90                              |
| E-06        | 594.1                              | 78.6                           | 12.19                             |
| E-07        | 165.0                              | 138.5                          | 9.32                              |
| F-01        | 389.7                              | 76.8                           | 5.10                              |
| F-03        | 256.4                              | 36.3                           | 7.04                              |
| F-05        | 265.0                              | 198.0                          | 13.10                             |
| F-06        | 8.1                                | 0.1                            | 0.11                              |
| F-12        | 196.9                              | 113.9                          | 11.10                             |
| G-13        | 862.1                              | 2430.1                         | 56.90                             |
| H-01        | 401.0                              | 71.2                           | 5.80                              |
| H-03        | not finalized                      |                                |                                   |
| AI-1        | 69.7                               | 29.4                           | 2.80                              |
| AI-2        | 151.9                              | 56.9                           | 4.00                              |

**Total all Water at Thermo 5544.0**



**Exhibit M**  
**Form of Landowner Consultation**

\_\_\_\_\_, 2019

**WAIVER OF LANDOWNER CONSULTATION**  
**THERMO MINE (PERMIT NOS. 5G AND 56)**

Re: Thermo Mine, Permit No. 5G and 56, as depicted on the attached Exhibit A (the "Property")

Pursuant to that certain Development Agreement by and between the City of Sulphur Springs and Luminant Mining Company LLC, dated October 16, 2018, the City of Sulphur Springs Troy Williams owns all of the real property within the boundaries of Permit No. 5G and 56, which is subject to the jurisdiction of the Railroad Commission of Texas and other government agencies.

This letter confirms that the City of Sulphur Springs hereby waives any rights to, and relieves Luminant Mining Company LLC and its affiliates, of any duty of any landowner consultation, as required by the Railroad Commission of Texas, associated with the reclamation or release of the reclamation bond held for Permit Nos. 5G and 56. The City of Sulphur Springs agrees that Luminant Mining Company LLC has the right to make post-mining changes in land use, as it may determine necessary for achieving successful reclamation, without obtaining the written consent of the City of Sulphur Springs.

Sincerely,

City of Sulphur Springs

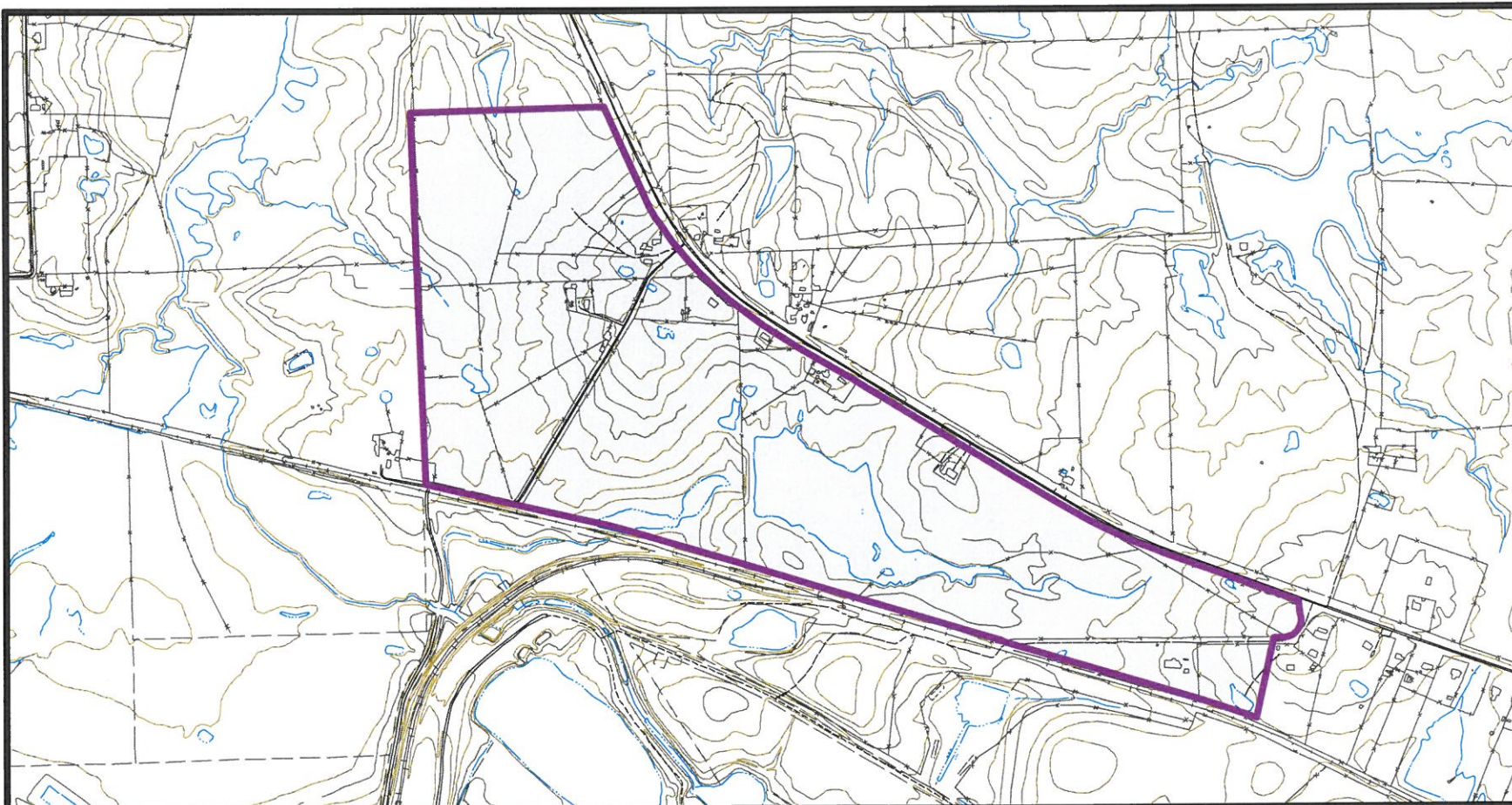
\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF HOPKINS   §

This instrument was acknowledged before me on \_\_\_\_\_, 2019, by \_\_\_\_\_ as City Manager of the City of Sulphur Springs, Texas, a municipal corporation organized under Article 11 of the Texas Constitution, on behalf of said municipal corporation and pursuant to the authority and approval of the City Council of Sulphur Springs granted on October 16, 2018 via Resolution No. 1155.

\_\_\_\_\_  
*Notary Public*



**NOT FOR PUBLIC DISCLOSURE**

 Thermo A-1 Permit Area

*\*There are no protected cultural resource sites in the Thermo A-1 Permit Area*

0 1,200

Feet

0 500

Meters



**Blanton & Associates, Inc.**

ENVIRONMENTAL CONSULTING • PLANNING • PROJECT MANAGEMENT

### Protected Cultural Resource Sites within the Thermo A-1 Permit Area

Prepared for: Luminant

Date: 6/11/2018

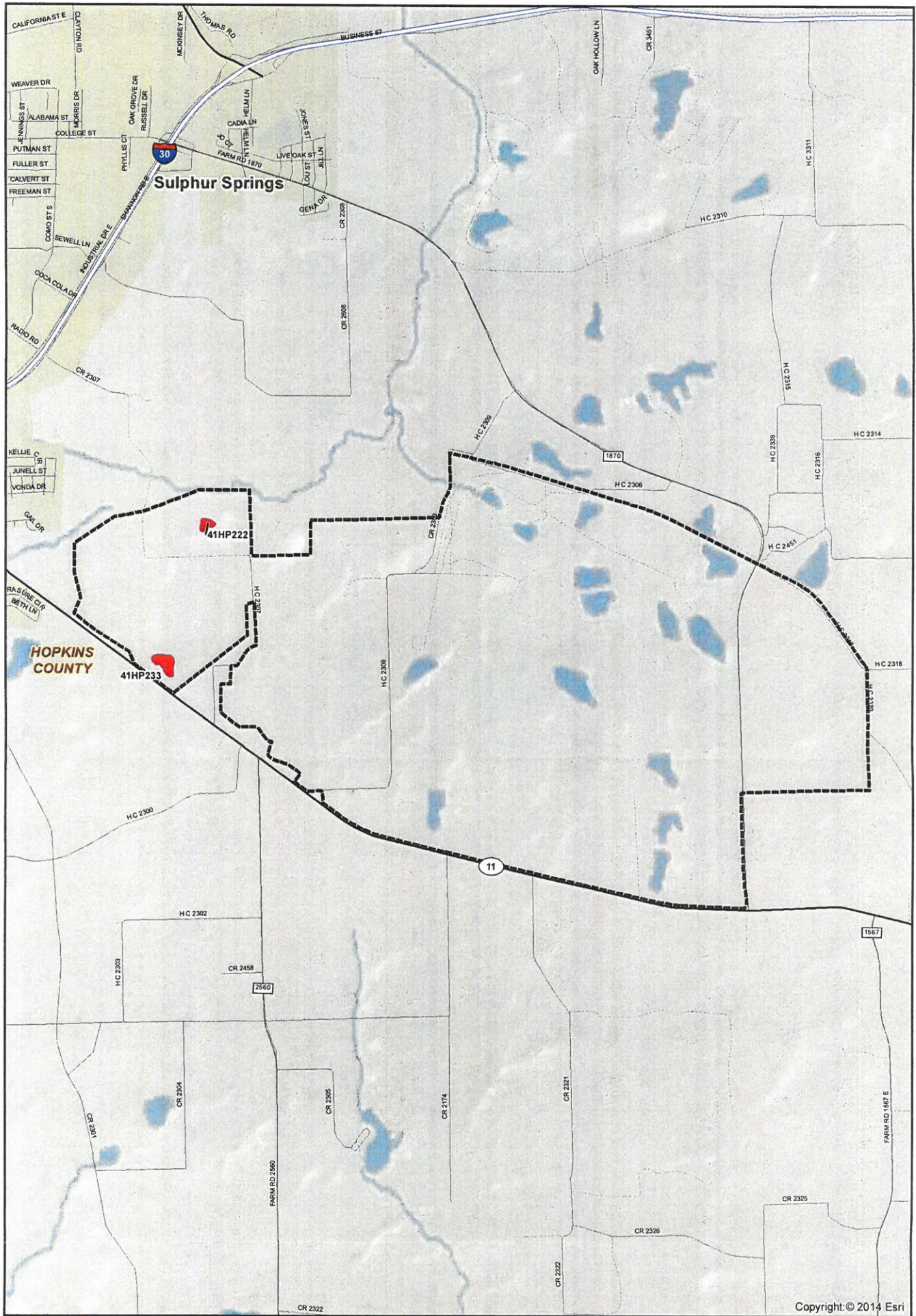
Job No.: 100007732

Scale: 1:14,400, or 1"=1200'

File: Z:\Projects\Luminant\Thermo\_A\_1\MXD\ARCH\Misc\ProtectedCulturalResourceSites



## Exhibit N – Protected Cultural Sites





STATE OF TEXAS §

COUNTY OF TRAVIS §

**AGREEMENT TO ACCEPT DONATION  
FOR HIGHWAY CONSTRUCTION PROJECTS**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation (the "Department") and TXU Mining Company LP, a Texas limited partnership, having its principal place of business at 1601 Bryan Street, Dallas, TX 75201-3411 (the "Donor").

**WITNESSETH**

**WHEREAS**, Texas Transportation Code §201.206 authorizes the Department to accept, from any source, a donation or contribution in any form, including realty, personalty, money, materials, or services, for the purpose of carrying out its functions and duties; and

**WHEREAS**, Texas Government Code, Chapter 575 requires the governing board of a state agency, not later than the 90th day after a gift or donation valued at \$500 or more is accepted, to acknowledge the acceptance of the gift or donation by majority vote at an open meeting, and prohibits a state agency from accepting a donation from a person who is a party to a contested case before the agency until the 30th day after the date the decision in the case becomes final; and

**WHEREAS**, pursuant to these provisions, and to provide guidance on when a gift or donation may be accepted by the Department, the Texas Transportation Commission (the "Commission") has adopted rules relating to Department acceptance of gifts and donations, codified as Title 43, Texas Administrative Code (TAC), §§1.500-1.506; and

**WHEREAS**, pursuant to 43 TAC §1.503(a), acceptance of a gift or donation must be approved by order of the Commission, except that a gift or donation valued under \$500 may be approved by the Department's Executive Director; and

**WHEREAS**, in accordance with 43 TAC §1.503(b), the Donor is not subject to Department regulation or oversight, is not interested in or likely to become interested in any contract, purchase, payment, or claim with or against the Department, and is not a party to a contested case before the Department; and

**WHEREAS**, acceptance of the donation will provide a significant public benefit and will not influence or reasonably appear to influence the Department in the performance of its duties; and

**WHEREAS**, the Department has determined that participation by Donor in a highway construction project will serve the interest of the traveling public; and

**WHEREAS**, the Commission, by Minute Order No. 109811, has authorized the Department to accept the donation; and

**WHEREAS**, pursuant to 43 TAC §1.506, the Donor and the Department must execute a donation agreement.

**NOW, THEREFORE**, in consideration of the agreements of the parties hereto, to be respectively kept and performed by them as described below, it is agreed as follows:

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## **AGREEMENT**

### **ARTICLE 1. DESCRIPTION OF THE DONATION AND RESTRICTION ON USE THEREOF**

The Donor desires to donate and the Department accepts an amount sufficient for pre-construction funding and construction inspection (the "Donation") of a grade separation and approach roadway to be constructed by Donor on FM 1870 over the Donor's lignite haul road approximately 1.25 miles north of State Highway 11 (the "Project"). The estimated value of the Donation is approximately \$20,000.00. The Donation shall be used only for the purpose of pre-construction funding and construction inspection of the Project.

### **ARTICLE 2. REPRESENTATIONS AND WARRANTIES**

- A. The Donor represents and warrants that it owns the Donation and has unrestricted and full use of the Donation.
- B. The Department does not approve and is not responsible for any representations made by the Donor for tax purposes.

### **ARTICLE 3. DONATION ACCEPTED FOR LIMITED PURPOSES**

- A. Acceptance of the Donation herein described does not bind the Department to a course of action or promise of performance except as specifically described in Article 1, above, and the Donor agrees to such use of the Donation.
- B. No benefit will accrue to the Donor as a result of the Department's acceptance of the Donation except as specifically described in Article 1, above.

### **ARTICLE 4. AVAILABILITY OF INFORMATION**

This agreement is public information and will be furnished to a requestor under the Public Information Act, Texas Government Code, Chapter 552.

### **ARTICLE 5. PROJECT FUNDING AND WORK RESPONSIBILITIES**

The Department will authorize the performance of only those Project items of work that the Donor has requested and has agreed to pay for, and only after payment is received.

Texas Government Code, Chapter 2106 requires the Department to recover indirect costs associated with this agreement as calculated based on prevailing rates specified in the Department's Indirect Cost Recovery Program.

### **ARTICLE 6. PRE-CONSTRUCTION FUNDING**

Upon execution of this agreement, the Donor shall remit to the Department a check or warrant made payable to the Texas Department of Transportation in an amount equal to \$20,000.00. This amount is estimated to be the total costs associated with all document review and preparation and construction inspection relating to the Project, including but not limited to any agreements, easements, schematics and plans, and specifications and estimates, and including all indirect costs that may be incurred by the Department.

In the event the funding submitted by the Donor is insufficient to cover the Department's costs for providing design document reviews and construction inspection oversight services as described herein in Article 10 and 12, the Department will provide written notification to the Donor detailing and requesting the additional funding to be made available. The Donor will review the request and, subject to Donor's approval, make the additional funding available to the Department within thirty (30) days from receipt of the Department's notification. The Department is under no obligation to provide any services relating to the Project unless and until it receives funding from the Donor.

### **ARTICLE 7. PRELIMINARY PROJECT DEVELOPMENT**

The Donor will prepare the preliminary (schematic) designs for roadway and structures and submit them to the Department for review and approval. The preliminary schematic shall be presented in a format suitable for use in the public involvement procedures.

The Department, with assistance from the Donor, will conduct any public hearing or meetings required by the Department's public involvement processes. The Donor will prepare a categorical exclusion consistent with prior practice and submitted in a form acceptable to the Department and submit it to the Department for approval and clearance. The Donor will be responsible for any required archaeological or historical investigations and reports.

The Donor shall prepare easement maps, field notes, parcel plats, and other data as needed to properly describe the easement(s), which the Donor is to provide the Department. The field notes and parcel plats shall be signed and sealed by a Registered Professional Land Surveyor, currently licensed by the "Texas Board of Professional Land Surveying." The easement map, parcel plats, and property descriptions shall be submitted to the Department for review and approval. Tracings of the easement maps shall be furnished to the Department for its permanent records.

#### **ARTICLE 8. EASEMENTS**

The Donor shall not proceed with relocation of existing utilities until the environmental clearance has been completed and the Department has approved the easement maps and field notes.

The Donor will provide a permanent exclusive easement for right of way purposes to the State in a form as approved by the Department, together with an owner's policy of title insurance for the benefit of the State. The easement shall be free and clear of all liens and encumbrances and shall include a waiver by Donor of any right to ingress or egress to or from the surface of the land for the purpose of exploring, developing, drilling, or mining. The easement shall also contain a reversionary clause stating that the easement will terminate and revert to Donor if the haul road crossing FM 1870 as described in Article 15 is closed, once the Donor reconstructs FM 1870 along its original alignment to the approval and acceptance of the Department.

All easements for purposes of constructing the Project shall be free and clear of all hazardous materials and contaminants. All costs associated with the detection and remediation of the hazardous materials and contaminants shall be borne by the Donor. When required by the Department, the Donor shall provide written documentation from appropriate regulatory agencies that all known hazardous materials and contaminants have been removed from the easements.

#### **ARTICLE 9. RELOCATION ASSISTANCE**

The Department will be responsible for any required relocation assistance as may be determined to be eligible under the Department's relocation assistance program. All costs associated with the relocation assistance including payments to displacees will be assumed by the Donor.

#### **ARTICLE 10. DESIGN**

The Donor will prepare the construction plans, specifications and cost estimates. The construction plans shall be in a format prescribed by the Department and in accordance with the Department's current design standards for rural highways as detailed in the Highway Design Division Roadway Design Manual. The specifications shall be the Department's 2004 Standard Specifications for Construction of Highways, Streets and Bridges or its currently approved revisions and any special specifications and provisions as provided by the Department. The Donor will furnish to the Department the pavement design and any standard design details as may be appropriate for the Project, for the Department's approval.

The Department shall review the plans, specifications and estimates provided by the Donor upon completion or at any time deemed necessary by the Department. Should the Department determine that the complete plans, specifications and estimates or portion thereof are unacceptable, the Donor shall correct the design documents to the Department's satisfaction consistent with the Department's most recent policies, procedures, standards and guidelines. Should additional specifications or data be required by the Department, the Donor shall redesign the plans and specifications to the Department's satisfaction consistent with the Department's most recent policies, procedures, standards and guidelines. The costs for additional work on the plans, specifications and estimates shall be borne by the Donor.



The final, as-built construction plans furnished to the Department shall be reproducible tracings on mylar or equivalent.

#### **ARTICLE 11. UTILITY ADJUSTMENTS/RELOCATIONS**

The Donor will provide for all utility adjustments or relocations required by construction of the Project, and such adjustments/relocations shall conform to the Department's State Utility Accommodation Policy.

#### **ARTICLE 12. CONSTRUCTION OVERSIGHT FUNDING**

Forty-five (45) days prior to the Donor receiving bids for construction of the Project, the Department will provide written notification to the Donor outlining the estimated funding to be made available for the costs to be incurred by the Department to provide the required construction engineering and management services and indirect costs. Subject to the Donor's agreement that the Project should go forward to completion, within thirty (30) days from receipt of the Department's notification, the Donor shall remit to the Department a check or warrant made payable to the Texas Department of Transportation for the estimated amount.

In the event the funding provided by the Donor is determined by the Department to be insufficient to cover the Department's costs, the Department will provide written notification to the Donor outlining the additional funding to be made available. The Donor shall review the request and, subject to Donor's approval, make the additional funding available to the Department within thirty (30) days from receipt of the Department's written notification. The Department is under no obligation to provide any services relating to the Project unless and until it receives funding from the Donor.

#### **ARTICLE 13. DESIGN AND CONSTRUCTION**

All aspects of the Project shall be carried out in compliance with applicable federal and state laws and regulations. The Project shall be designed in accordance with the latest Department policies, procedures, standards, and guidelines.

The Donor will advertise for construction bids, issue bid proposals, receive and tabulate the bids and award a contract for construction of the Project in accordance with applicable laws relating to bid proposals and the awarding of construction contracts. In the event the selected bid exceeds the originally estimated cost by more than twenty percent (20%), the Donor will notify the Department and jointly determine whether the contract should be awarded or bids re-submitted. In the event the Department and the Donor determine that resubmitted bids are warranted, the Donor will assume any additional costs incurred by the Department. Change orders, supplemental agreements or additional work orders, which may become necessary subsequent to the award of the contract, shall be mutually agreed upon in writing by the Department and the Donor. All costs associated with construction of the Project will be assumed by Donor.

#### **ARTICLE 14. DEPARTMENT CONSTRUCTION MANAGEMENT**

The Department will perform oversight of all work performed hereunder and provide such engineering inspection and testing verification services as may be required to ensure that the construction is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor will be the sole responsibility of the Donor.

Upon completion and acceptance of the Project, the Donor will issue to the Department a "Final Construction Inspection Report," acknowledging that the Project has been constructed in accordance with the approved plans, specifications and estimates.

#### **ARTICLE 15. MAINTENANCE**

Upon completion and acceptance of the Project, the Department will assume the maintenance responsibilities for the approach roadway riding surface to an approximate 1-1/2 inch depth and for the routine maintenance of the overpass deck and railing. The Donor will assume maintenance responsibility for the remainder of the grade separation structure, the haul road and all

appurtenances thereto. The Department will make periodic inspections of the grade separation structure and will notify the Donor when such inspections reveal that repairs are required. If repairs are required, a separate agreement will be prepared to cover the restorative work which will be accomplished at the expense of the Donor.

The Donor will, at its own cost and expense, execute and keep in force a surety bond, for a period of 18 months from the date of execution of this Agreement in the minimum amount of \$50,000.00 for the cost of maintenance or repair of the highway facility crossing described herein, said surety bond to be approved by the State Treasurer and Attorney General, and with a corporate surety authorized to do business in the State of Texas.

As part of the Project, the Department grants to the Donor a license and permission to construct, operate and maintain a haul road passing across FM 1870 and beneath the grade separation structure that will be constructed on a new approach that will connect and be parallel to FM 1870. The Donor may use that haul road in furtherance of its business purposes, including the movement of mine-related vehicles, equipment or materials. This license shall remain in force for a period of six years from the date this Agreement is signed by the Department and shall be automatically renewed for two-year periods unless modified by mutual agreement of both parties or unless this Agreement is terminated by the Department. The Department may terminate this license upon ninety days written notice prior to the expiration of the primary or any renewal term. At such time as Donor determines that it no longer has a use for the haul road or the license is terminated by the State as described above, Donor will at its expense reconstruct to Department standards the roadway of FM 1870 at the location of haul road, remove from the State's right of way the haul road and the approaches to the grade separation structure, and reconstruct at this location the fence between the State's right of way and Donor's abutting property. Nothing contained herein shall grant the Donor the right to mine lignite or other minerals located under right of way or other property owned by the State of Texas.

#### **ARTICLE 16. INSURANCE**

The Donor certifies that it has insurance on file with the Office of General Counsel, Contract Services Section of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 20.102 or Form 1560, Certificate of Insurance, as required by the Department. No other proof of insurance is acceptable to the Department. The Donor certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, the Donor must stop work until a new certificate of insurance is provided.

#### **ARTICLE 17. RIGHT OF ACCESS**

If the Donor is the owner of any part of the Project site, the Donor shall permit the Department or its authorized representative access to the site to perform any activities required to execute the work. The Donor will provide for all necessary right-of-way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the Department.

#### **ARTICLE 18. INDEMNITY**

The Donor shall indemnify and save harmless the Department and its officers and employees from all claims and liability due to its materials or activities of itself, its agents, or employees, performed under this contract and which are caused by or result from error, omission, or negligent act of the Donor or of any person employed by the Donor. The Donor shall also indemnify and save harmless the Department from any and all expense, including, but not limited to, attorney fees which may be incurred by the Department in litigation or otherwise resisting said claim or liabilities which may be imposed on the Department as a result of such activities by the Donor, its agents, or employees.

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#### **ARTICLE 19. DOCUMENT AND INFORMATION EXCHANGE**

If applicable, the Donor agrees to electronically deliver to the Department all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the Department, the Donor will use the Department's document template.

#### **ARTICLE 20. INTEREST**

The Department will not pay interest on funds provided by the Donor. Funds will be deposited into, and retained in, the State Treasury.

#### **ARTICLE 21. INCREASED COSTS**

In the event it is determined that the funding provided by the Donor will be insufficient to cover the Department's cost for performance of the Donor's requested work, if the Donor determines that the Project should move forward to completion, the Donor will pay to the Department the additional funds necessary to cover the anticipated additional cost. The Department shall send the Donor a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Donor shall review the request and, subject to Donor's approval, pay the funds to the Department within 30 days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Donor does not pay the additional funds, the Department may terminate the contract as its sole remedy.

#### **ARTICLE 22. TERMINATION**

If the Donor withdraws from the Project after the agreement is executed, it shall be responsible for all direct and indirect project costs incurred by the Department for the portion of the Project in which the Department was participating and had completed prior to the withdrawal.

This agreement may be terminated by any of the following conditions:

- (a) By mutual written agreement and consent of both parties.
- (b) By the Department upon determination that construction of the Project is not feasible or is not in the best interest of the State and the traveling public.
- (c) By either party, upon the failure of the other party to fulfill its obligations as set forth herein.
- (d) By satisfactory completion of all services and obligations described herein.

The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the Department and the Donor under this agreement. If the termination of this agreement is due to the failure of the Donor to fulfill its contractual obligations, the Department will notify the Donor that breach of contract has occurred. Within sixty (60) days from the Department's written notification, the Donor must remedy the breach as outlined by the Department. In the event the Donor does not remedy the breach, the Department may take over the Project and prosecute the work to completion. In such case, the Donor shall continue to be liable to the Department for the cost of the Project and any additional costs occasioned by the Department. In the event the Donor determines not to proceed with the Project, the Donor agrees to reimburse the Department for all costs incurred to the date of cancellation.

If the Donor ceases to use the haul road for a period of two (2) years, the Donor, if requested by the Department will provide for removal of the haul road and all appurtenances and will bear the cost to the Department for removal of the overpass approaches from State-owned right-of-way and restoration of the affected highway to a condition equivalent to the adjacent approaches existing at that time. The Department and the Donor will enter into a separate agreement defining the work to be required and the costs associated with the restoration and removal work.

#### **ARTICLE 23. FINAL ACCOUNTING**

Upon completion of the Project, the Department will make a final accounting in accordance with its established accounting procedures. Any funds previously deposited by the Donor and not expended for the cost of the work covered under this agreement will be returned to the Donor.



#### **ARTICLE 24. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

|   |   |
|---|---|
| <b>Donor:</b><br><br>TXU Mining Company LP<br>Attn: Anthony Marquez<br>1601 Bryan Street<br>Dallas, TX 75201-3411 | <b>Department:</b><br><br>Texas Department of Transportation<br>Attn: District Engineer<br>1365 N. Main Street<br>Paris, TX 75460 |
|---|---|

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

#### **ARTICLE 25. SOLE AGREEMENT**

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Donor and the Department, the latest agreement shall take precedence over the other agreements in matters related to the Project.

#### **ARTICLE 26. SUCCESSORS AND ASSIGNS**

The Department and the Donor each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

#### **ARTICLE 27. SIGNATORY WARRANTY**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

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**IN TESTIMONY WHEREOF**, the Department and the Donor have executed duplicate counterparts of this agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved by the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies, or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: Janice Mullenix  
Janice Mullenix  
Director of Contract Services Section  
Office of General Counsel  
Texas Department of Transportation

Date May 11, 2005

**THE DONOR**

The undersigned signatory warrants that he or she is an official representative of the organization making the Donation described herein and that he or she is authorized to make the donation and to enter into this agreement on behalf of the organization.

By: Cory Tean  
Director of Mining Operations  
TXU Mining Company LP  
Typed or Printed Name and Title

Date 11-10-04



## Texas Department of Transportation (TxDOT) CERTIFICATE OF INSURANCE

Prior to the beginning of work, the Contractor shall obtain the minimum insurance and endorsements specified. Only the TxDOT certificate of insurance form is acceptable as proof of insurance for department contracts. Agents should complete the form providing all requested information then either fax or mail this form directly to the address listed on the back of this form. Copies of endorsements listed below are not required as attachments to this certificate.

Insured: TXU MINING COMPANY LP

Street/Mailing Address: 1601 BRYAN STREET

City/State/Zip: DALLAS TEXAS 75201

Phone Number: Area Code (214) 812-2872 Vendor Identification Number: 17518373554039

Workers' Compensation Insurance Coverage: FM 1870 Haul Road North of State Highway 11.  
Endorsed with a Waiver of Subrogation in favor of TxDOT.

|   |                         |                |   |                                  |
|---|-------------------------|----------------|---|----------------------------------|
| Carrier Name: <u>Liberty Mutual Insurance Co.</u> |                         |                | Carrier Phone #: <u>617-654-3061</u>      |                                  |
| Address: <u>P.O. Box 8017</u>                     |                         |                | City, State, Zip: <u>Wausau, WI 54402</u> |                                  |
| Type of Insurance                                 | Policy Number           | Effective Date | Expiration Date                           | Limits of Liability:             |
| Workers' Compensation                             | <u>WA769D004224-025</u> | <u>1/1/05</u>  | <u>1/1/06</u>                             | Not Less Than: Statutory - Texas |

**Comprehensive General Liability Insurance:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

|   |                |                 |                   |  |
|---|----------------|-----------------|-------------------|--|
| Carrier Name: <u>Self Insured</u>   |                |                 | Carrier Phone #:  |  |
| Address:  |                |                 | City, State, Zip: |  |
| Type of Insurance:  | Policy Number: | Effective Date: | Expiration Date:  | Limits of Liability:   |
| Comprehensive General Liability Insurance<br>Bodily Injury<br>Property Damage<br>OR<br>Commercial General Liability Insurance |                |                 |                   | Not Less Than:<br>\$ 500,000 each occurrence<br>\$ 100,000 each occurrence<br>\$ 100,000 for aggregate<br>OR<br>\$ 600,000 combined single limit |

**Comprehensive Automobile Liability Insurance:**

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

|  |                |                 |                   |  |
|--|----------------|-----------------|-------------------|--|
| Carrier Name: <u>Self Insured</u>  |                |                 | Carrier Phone #:  |  |
| Address:   |                |                 | City, State, Zip: |  |
| Type of Insurance:   | Policy Number: | Effective Date: | Expiration Date:  | Limits of Liability:   |
| Comprehensive Automobile Liability Insurance OR Texas Business Automobile Policy<br>Bodily Injury<br>Property Damage |                |                 |                   | Not Less Than:<br>\$ 250,000 each person<br>\$ 500,000 each occurrence<br>\$ 100,000 each occurrence |

**Umbrella Policy (if applicable):**

|                    |                |                 |                   |                      |
|--------------------|----------------|-----------------|-------------------|----------------------|
| Carrier Name:      |                |                 | Carrier Phone #:  |                      |
| Address:           |                |                 | City, State, Zip: |                      |
| Type of Insurance: | Policy Number: | Effective Date: | Expiration Date:  | Limits of Liability: |
| Umbrella Policy    |                |                 |                   |                      |

**Authorized Agent name, address and zip code:**

Marsh USA, Inc., 1717 Main Street, Dallas Texas 75201

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the named insurance company. Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the agent or the insurance company has sent written notice by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named meet all the requirements stipulated and such policies are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under sections 555.021 and 553.023 of the Texas Government Code, you also are entitled to receive and review the information. Under section 559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

Area Code (214) 303-8581

Authorized Agent's Phone Number

Cindy Murwater  
Authorized Agent Original Signature

05/25/05  
Date

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## Texas Department of Transportation

### NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required, if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross out the pre-printed limit.

**To avoid work suspension**, an updated insurance form must reach the address listed below **one business day** prior to the expiration date. **Insurance must be in force in order to perform any work.**

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

The **SIGNATURE** of the agent is required. Stamped/typed/printed signatures are not acceptable.

### CERTIFICATE OF INSURANCE REQUIREMENTS:

#### WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

#### COMPREHENSIVE GENERAL LIABILITY INSURANCE or COMMERCIAL GENERAL LIABILITY INSURANCE:

If coverages are specified separately, they must be at least these amounts:

|                 |                           |
|-----------------|---------------------------|
| Bodily Injury   | \$500,000 each occurrence |
| Property Damage | \$100,000 each occurrence |
|                 | \$100,000 for aggregates  |

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

#### COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE or TEXAS BUSINESS AUTOMOBILE POLICY:

The coverage amount for a Texas Business Automobile Policy or Comprehensive Automobile Liability may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for Comprehensive Automobile Liability Insurance or Texas Business Automobile Policy.

#### MAIL ALL CERTIFICATES TO:

Texas Department of Transportation  
Office of General Counsel - Contract Services Section  
125 E. 11th St.  
Austin, TX 78701-2483  
(512) 936-1970  
Fax # (512) 936-1971

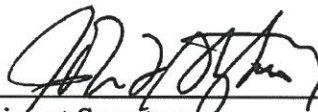
# TXU MINING COMPANY LP

Energy Plaza 1601 Bryan Street Dallas, Texas 75201-3411

## CERTIFICATE OF AUTHORITY

The undersigned, John F. Stephens, Jr., Assistant Secretary of TXU Mining Management Company LLC, (the "Company"), a Delaware limited liability company and General Partner of TXU Mining Company LP, a Texas limited partnership (the "Partnership"), hereby certifies that Gerry L. Pearson holds the position of Director of Mining Operations, and as such is authorized to sign on behalf of or otherwise act on behalf of the Partnership.

WITNESS my hand and the seal of TXU Mining Management Company LLC  
the 8<sup>th</sup> day of July, 2004

  
\_\_\_\_\_  
Assistant Secretary  
TXU Mining Management Company LLC,  
General Partner of TXU Mining Company LP

(CORPORATE SEAL)



## ORDER

THE STATE OF TEXAS X

COUNTY OF HOPKINS X

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on September 26<sup>th</sup>, 2005, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the presentation and request of TXU Mining Company LP, ("TXU"), to approve the construction of Monticello-Thermo Mine FM 1870 Bridge Project, more particularly described as follows:

(1) LOCATION

The FM 1870 Bridge Project is located in Hopkins County, Texas. The Project lies between the Thermo community and State Highway 11 (see Project Location Map attached hereto as Exhibit "A"). The project begins Approximately .4 mile north from the intersection of State Highway 11 And FM 1870. The .64 mile of new highway, i.e. temporary detours and Bridge, will be relocated approximately 150 feet to the west of existing FM 1870 alignment.

(2) PROJECT DESCRIPTION

The design will consist of approach embankments and a bridge over a mine haul road within a temporary detour. The clearance between the top of the haul rod and the bottom of the bridge girder will be approximately 25 feet. The temporary relocation will be built on the west side of the existing alignment and will extend onto TXU Mining Company LP (TXU) property. TXU is working together with the Texas Department of Transportation to fulfill any state requirements and regulations.

After consideration of the said request presentation of TXU, upon motion duly made by Commissioner Burke Bullock and seconded by Commissioner Don Patterson the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:



That the Fm 1870 Bridge Project is hereby accepted and approved:

(1) LOCATION

The FM 1870 Bridge Project is located in Hopkins County, Texas. The project lies between the Thermo community and State Highway 11 (see Project Location Map attached hereto as Exhibit "A"). The project begins approximately .4 mile north from the intersection of State Highway 11 and FM 1870. The .64 mile of new highway i.e. temporary detours and bridge, will be relocated approximately 150 feet to the west of existing FM 1870 alignment.

(2) PROJECT DESCRIPTION

The design of the Project will consist of approach embankments and a bridge over a mine haul road within a temporary detour. The clearance between the top of the haul road and the bottom of the bridge girder will be approximately 25 feet. The temporary relocation will be built on the west side of the existing alignment and will extend onto TXLU Mining Company LP (TXU) property.

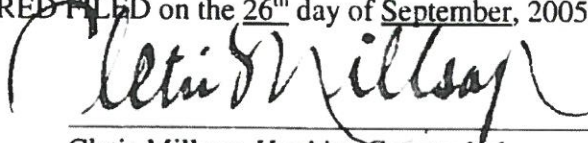
(3) PERSONS AFFECTED

The Court further finds that TXU is the owner of all tracts involved in the construction of the FM 1870 Bridge Project and that no persons shall be without access to their property upon completion of said project.

(4) IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT  
That the interests of the public and affected landowners have been protected by the plans presented to the Commissioners' Court for the construction of the FM 1870 Bridge Project.


Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 26<sup>th</sup> day of September, 2005.

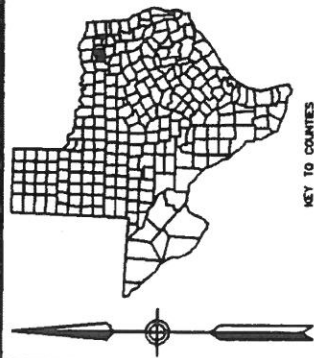
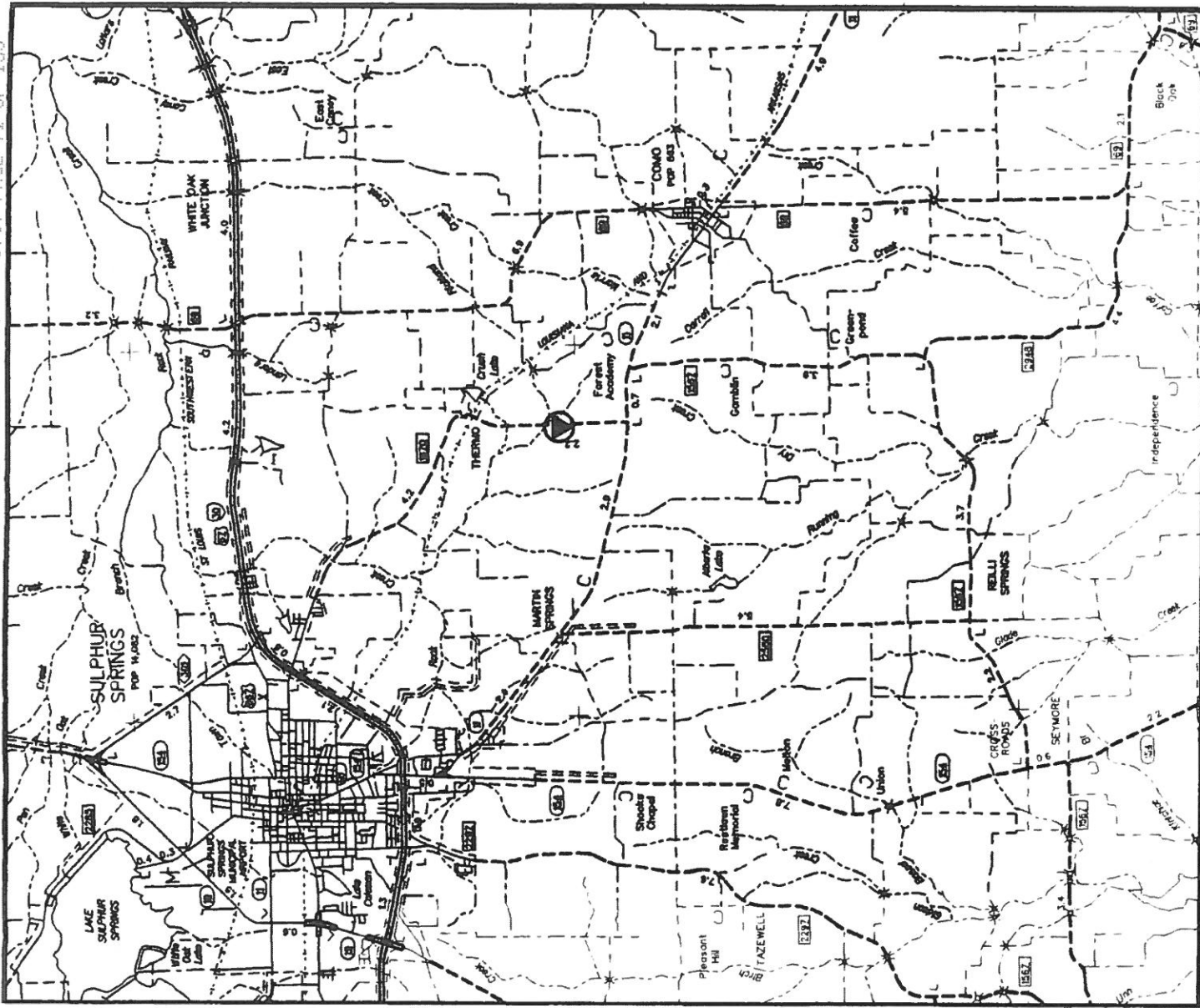
SIGNED, ENTERED and ORDERED FILED on the 26<sup>th</sup> day of September, 2005.



Cletis Millsap, Hopkins County Judge

ATTEST:

  
Debbie Shirley, Hopkins County Clerk



KEY TO COUNTIES

PROJECT LOCATION

FM 1870 RELOCATION  
LOCATION MAP  
SCALE: 1" = Approx. 2 Mi.

**ORDER**

THE STATE OF TEXAS     \*  
COUNTY OF HOPKINS     \*

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Special Session on January 14, 2000, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of TXU-Mining to close, abandon and vacate a county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) TXU-Mining requests the closure, abandonment and relocation of a portion of County Road 2309, beginning at a point along said road, approximately 1.0 mile south of the intersection of said road and FM Highway 1870, with said beginning point being further described as an interior point in a tract of land conveyed from Daniel W. Edge to L. D. Cross, Trustee, acting as agent in and for Texas Utilities, and being recorded in Vol. 362, Page 288 of the Real Property Records of Hopkins County, Texas. Thence, from said beginning point, and along said proposed closure section, traveling in a south then westerly direction for a distance of approximately 2.0 miles to the terminus point of the proposed road closure, with said terminus point being a southwest corner of a tract of land conveyed to First Security Bank, N.A., acting as agent in and for Texas Utilities, by Joe A. Worsham and Bobbie Miller Worsham, recorded in Vol. 312, Page 38, of the Real Property Records of Hopkins County, Texas, with said terminus point being approximately 0.2 miles east of the intersection of Hopkins County Road 2309 and State Highway 11. Said proposed road closure being marked as CR 2309 on the map attached hereto as Attachment 1.
- (2) TXU-Mining proposes that in 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2. Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11.

After consideration of said request and hearing remarks from TXU-Mining and interested citizens from within the county, upon motion duly made by Commissioner Halcomb and seconded by Commissioner Wisenbaker, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:





**IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:**

That the following described county road located in Hopkins County, Texas, shall be closed, abandoned and vacated:

- (a) County Road 2309, beginning at a point along said road, approximately 1.0 mile south of the intersection of said road and FM Highway 1870, with said beginning point being further described as an interior point in a tract of land conveyed from Daniel W. Edge to L. D. Cross, Trustee, acting as agent in and for Texas Utilities, and being recorded in Vol. 362, Page 288 of the Real Property Records of Hopkins County, Texas. Thence, from said beginning point, and along said proposed closure section, traveling in a south then westerly direction for a distance of approximately 2.0 miles to the terminus point of the proposed road closure, with said terminus point being a southwest corner of a tract of land conveyed to First Security Bank, N.A., acting as agent in and for Texas Utilities, by Joe A. Worsham and Bobbie Miller Worsham, recorded in Vol. 312, Page 38, of the Real Property Records of Hopkins County, Texas, with said terminus point being approximately 0.2 miles east of the intersection of Hopkins County Road 2309 and State Highway 11. Said proposed road closure being marked as CR 2309 on the map attached hereto as Attachment 1.
- (b) In 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2. Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11. In addition, TXU-Mining shall resurface that portion of County Road 2309 which is not relocated pursuant to the terms of this Order.
- (c) **In lieu of reconstructing the county road segment as it existed prior to mining and described in paragraph (b) above, the Commissioners' Court of Hopkins County, Texas, may, at its option, select a route for a roadway, with the approval of TXU-Mining, which connects County Road 2307 with the northern portion of County Road 2309 which remains open. The cost of the proposed roadway connecting County Road 2309 and County Road 2307 to be paid for by TXU-Mining shall not exceed the cost of reconstructing that portion of County Road 2309 described in paragraph (b) above. In the event the cost of such road built under this paragraph (c) should be less than the amount required under paragraph (b), then TXU-Mining shall pay the difference to Hopkins County. TXU-Mining shall agree to resurface the portion of County Road 2309 which lies North of the portion closed under paragraph (a).**
- (d) **In lieu of reconstructing the county road segment as it existed prior to mining and described in paragraph (b) above, the Commissioners' Court of Hopkins County, Texas, may, at its option, apply the funds, of which TXU-Mining would be**



responsible for reconstructing that portion of County Road 2309, for the benefit of a proposed roadway connecting County Road 2307 on the south and Interstate Highway 30 on the north. This proposed roadway has not been finally determined as to its course or in any way approved by any governmental authorities. In the event the Commissioners' Court of Hopkins County, at any time prior to the cessation of mining and reclamation, has not chosen either of the alternatives outlined in paragraphs (b) or (c), the said funds necessary to relocate County Road 2309 may be used by the Court for the purposes of this proposed roadway. If TXU-Mining should own any property along the route of this proposed roadway, it will cooperate and use its best efforts to provide right-of-way for the completion of said road, taking into account its effect on any future proposed mining area and its ownership of any property lying on such right-of-way of the proposed roadway.

- (e) The selection of any alternative under paragraph (b), (c), (d) shall relieve TXU-Mining from any obligation under the remaining paragraphs, except its commitment under paragraph (d) to assist in providing right-of-way for the proposed roadway.

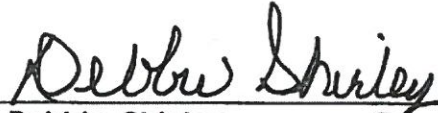
**IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT** that the interests of the public and affected landowners have been protected.

Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 14th day of January, 2000.

SIGNED, ENTERED and ORDERED FILED on this the 14th day of January, 2000.

  
Cletis Millsap, County Judge

ATTEST:

  
Debbie Shirley, County Clerk





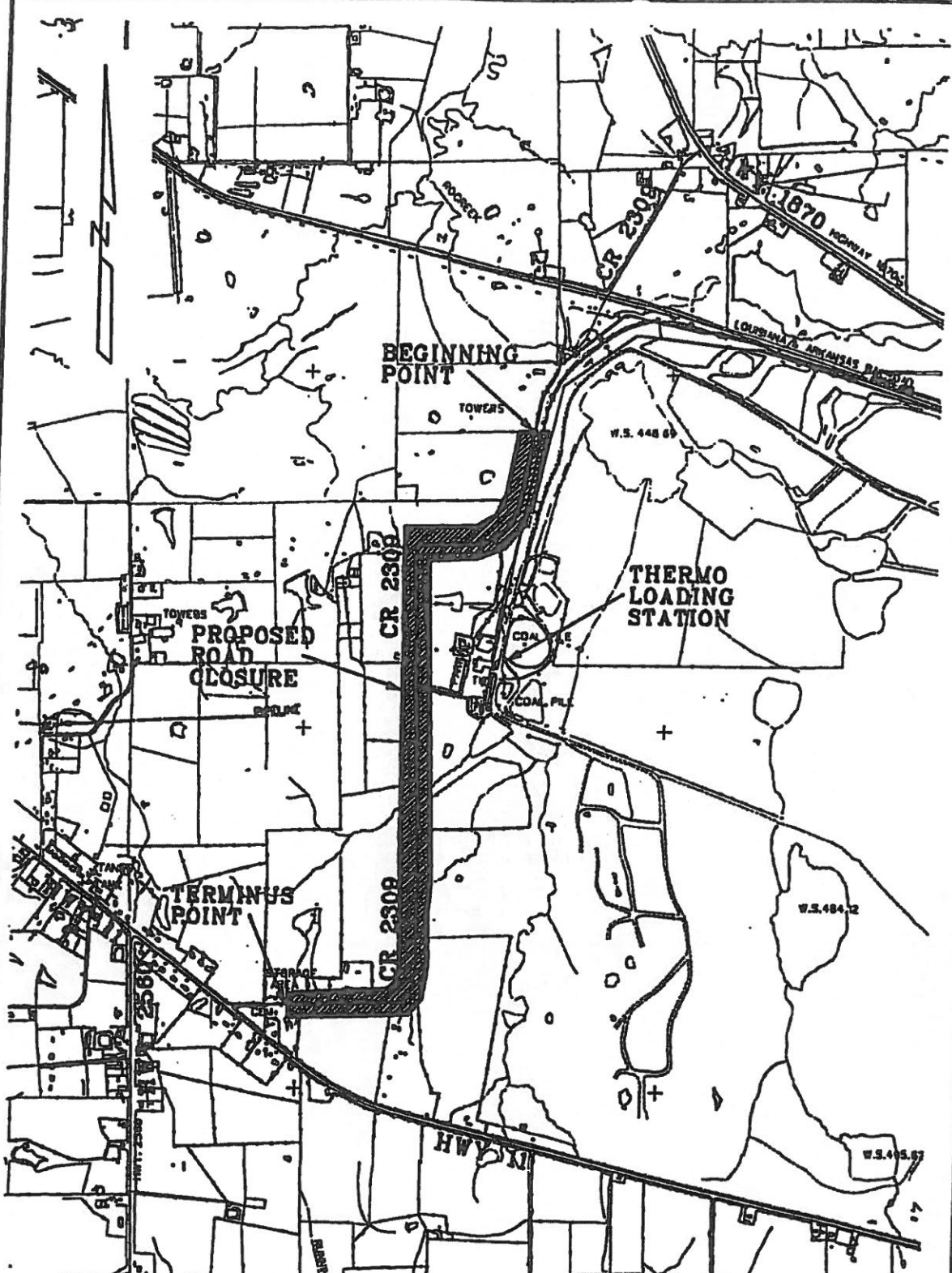
**CLERK'S CERTIFICATE**

THE STATE OF TEXAS      I  
COUNTY OF HOPKINS      I

I, DEBBIE SHIRLEY, County Clerk and Clerk of the Commissioners' Court of Hopkins County, Texas, do hereby certify that the above is a true and correct excerpt as taken from the minutes of the Commissioners' Court sitting in session on the 14th day of January, 2000 and recorded in the Minutes of the office of the County Clerk of Hopkins County, Texas.

  
COUNTY CLERK, HOPKINS COUNTY

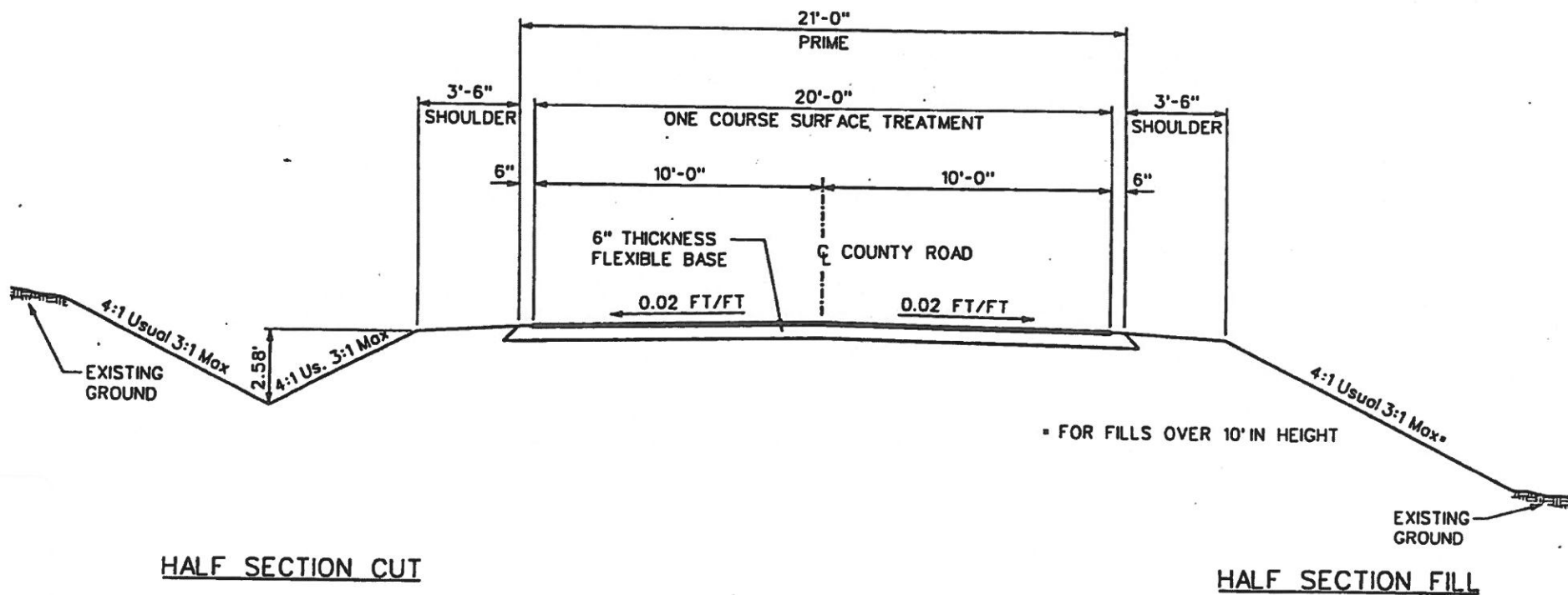




## Attachment 1

Proposed Road Closure  
Hopkins County Road 2309  
TXU-Mining Company  
Sulphur Spri

APPENDIX 2



|                             |           |       |                |
|-----------------------------|-----------|-------|----------------|
| MONTICELLO THERMO           |           |       |                |
| SULPHUR SPRINGS, TEXAS      |           |       |                |
| TYPICAL COUNTY ROAD SECTION |           |       |                |
| TXU MINING                  |           |       |                |
| DR. BY:                     | APPROVAL: | DATE: | LOWE NO. DATE: |

STATE OF TEXAS       \*  
                                  \*  
COUNTY OF HOPKINS   \*

**AGREEMENT**

FILED FOR RECORD  
HOPKINS COUNTY, TEXAS  
00 AUG 30 AM 11:22  
DEBBIE SHIRLEY  
COUNTY CLERK  
BY \_\_\_\_\_ DEPUTY

WHEREAS, the Commissioners' Court of Hopkins County ("the Court") meeting in a Special Session on January 14, 2000, considered and approved the request of TXU-Mining to close a portion of County Road 2309, which was described in the Order issued on the same date by the Court ("the Order"); and

WHEREAS, contained in the Order issued by the Court were three (3) options regarding the reconstruction of a roadway by TXU-Mining; and

WHEREAS, the Court and TXU-Mining have agreed upon the selection of an option for the reconstruction of a roadway as outlined in the Order issued by the Court;

NOW, THEREFORE, the parties agree as follows:

(1) The Commissioners' Court of Hopkins County, Texas, has selected the option for reconstruction of a roadway outlined in that Order of the Court dated January 14, 2000, and said option being described as follows:

In 2008, or within two (2) years after all mining and reclamation has been completed west and north of the proposed closure section, whichever is later, TXU-Mining will construct a new county road segment with a typical section as shown in Attachment 2 (as shown in the Court's Order). Said new county road segment will be of similar alignment, location, and distance as existed prior to mining and will thereby reconnect previously open sections of Hopkins County Road 2309 to the north and south-southwest, creating a continuous road between FM 1870 and State Highway 11. In addition, TXU-Mining shall resurface that portion of County Road 2309 which is not relocated pursuant to the terms of the Order.

(2) That upon the selection of this option by the Court, TXU-Mining shall have no responsibility with regard to either of the other two (2) options contained in the Court's order dated



January 14, 2000. The parties agree that upon the construction of the new county road as described above in Section 1 and acceptance by the Court, TXU-Mining shall have complied with the requirements of the Court's order dated January 14, 2000.

(3) This Agreement shall be considered effective upon the approval by the Commissioners' Court of Hopkins County, Texas.

This Agreement entered into the 28th day of August, 2000.



Cletis Millsap, County Judge  
Hopkins County, Texas

TXU-Mining



By: \_\_\_\_\_  
Title: Mine Manager - Monticello

**ORDER**

7:57 SEP 21 PM 2:22

THE STATE OF TEXAS \*  
COUNTY OF HOPKINS \*

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on September 10, 2007, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of TXU Mining Company LP ("TXU") to close, abandon and relocate a portion of a certain county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2307 and beginning at a point along said road, approximately 0.42 miles north of the intersection of said road and State Highway 11. Thence, from said beginning point, and along said proposed closure section, traveling in a north then westerly direction for a distance of approximately 1.28 miles to the terminus point of the proposed road closure. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2307, TXU shall, at its expense, construct an access road to provide access to a property owned by the City of Sulphur Springs, Texas, said road beginning at a point on County Road No. 2309 at the point where such road becomes a public road pursuant to that Order of this Court dated January 14, 2000, and continuing westward to said property, as shown on Attachment 1.
- (3) TXU proposes that in 2013 or within two (2) years after all mining and reclamation has been completed in the proposed closure section, whichever is later, TXU will construct two (2) new county road segments identified on Attachment 1 as Proposed County Road No. 1 and Proposed County Road No. 2, with the typical section as shown on Attachment 2.

After consideration of said request and hearing remarks from TXU and interested citizens from within the county, upon motion duly made by Commissioner Burke Bullock and seconded by Commissioner Don Patterson, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

**IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:**

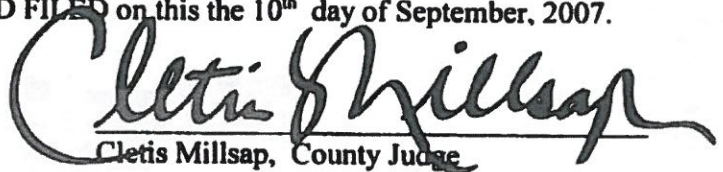
That the following described portion of Hopkins County Road No. 2307 shall be closed, abandoned and relocated as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2307 and beginning at a point along said road, approximately 0.42 miles north of the intersection of said road and State Highway 11. Thence, from said beginning point, and along said proposed closure section, traveling in a north then westerly direction for a distance of approximately 1.28 miles to the terminus point of the proposed road closure. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2307, TXU shall, at its expense, construct an access road to provide access to a property owned by the City of Sulphur Springs, Texas, said road beginning at a point on County Road No. 2309 at the point where such road becomes a public road pursuant to that Order of this Court dated January 14, 2000, and continuing westward to said property, as shown on Attachment 1. Prior to completion of such access road, TXU shall, at all times, provide gates and keys to those persons or entities which shall need access to the property owned by the City of Sulphur Springs, Texas.
- (3) TXU proposes that in 2013 or within two (2) years after all mining and reclamation has been completed in the proposed closure section, whichever is later, TXU will construct two (2) new county road segments identified on Attachment 1 as Proposed County Road No. 1 and Proposed County Road No. 2, with the typical section as shown on Attachment 2.


**IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT** that the interests of the public and affected landowners have been protected.

Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 10<sup>th</sup> day of September, 2007.

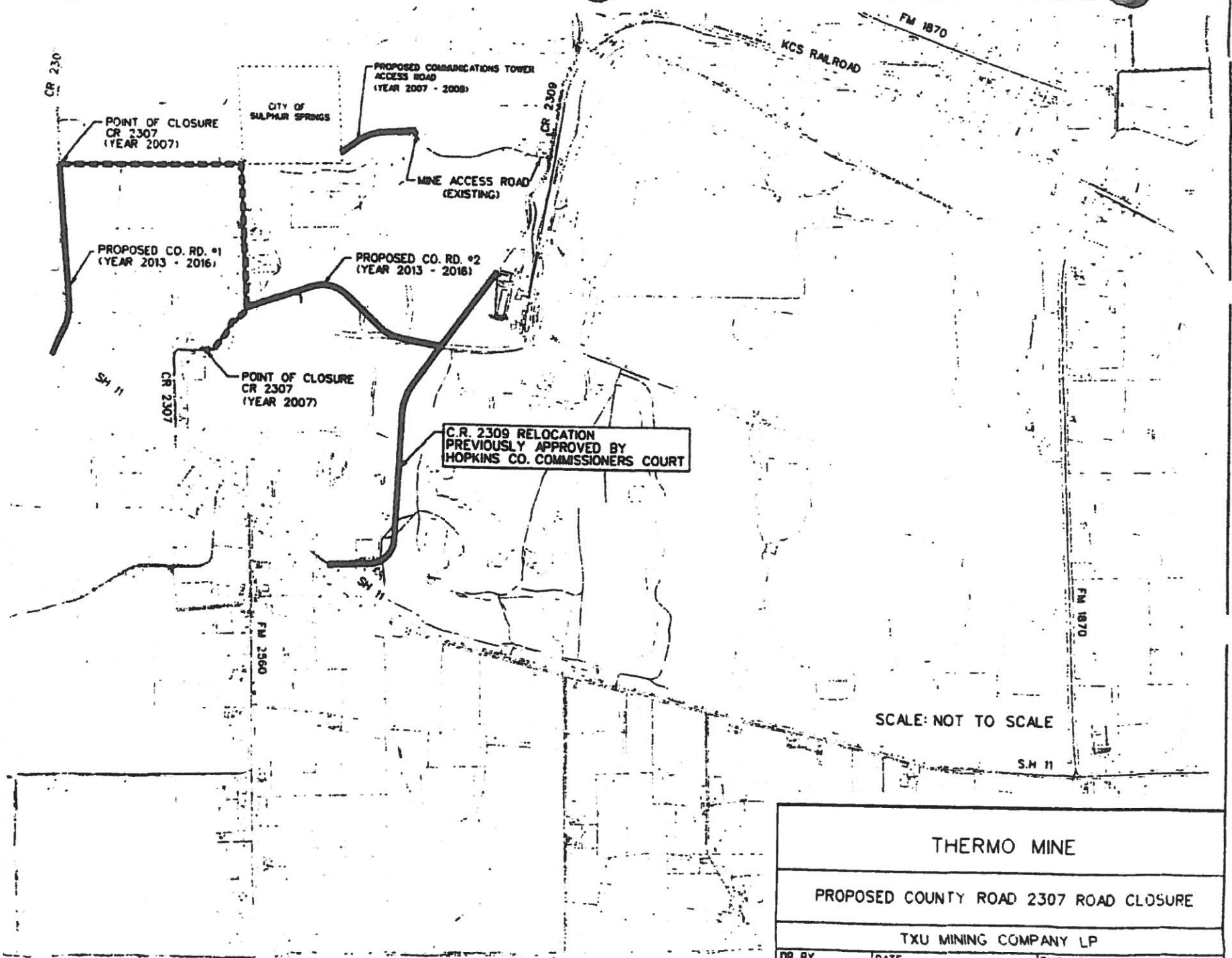
SIGNED, ENTERED and ORDERED FILED on this the 10<sup>th</sup> day of September, 2007.

  
Cletis Millsap, County Judge

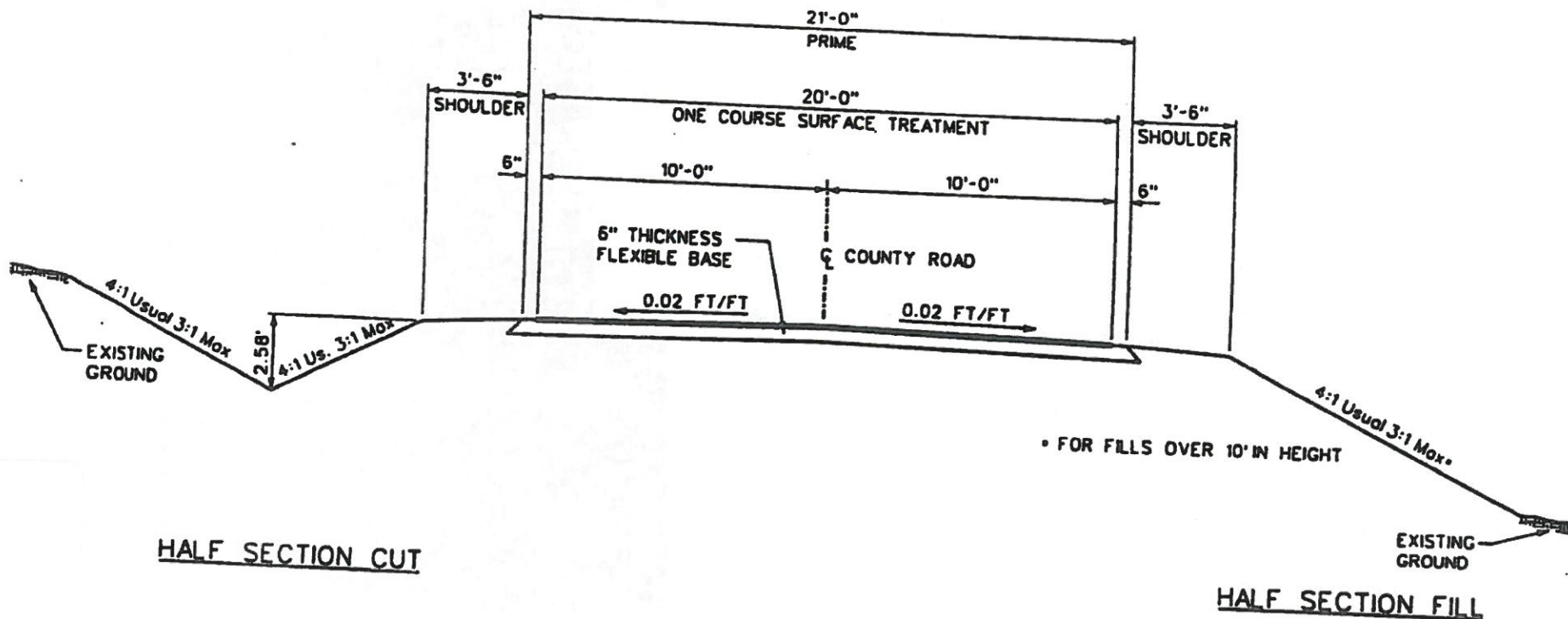
ATTEST:

  
Debbie Shirley  
Hopkins, County Clerk





|  |      |       |
|--|------|-------|
| THERMO MINE                            |      |       |
| PROPOSED COUNTY ROAD 2307 ROAD CLOSURE |      |       |
| TXU MINING COMPANY LP                  |      |       |
| DR. BY                                 | DATE | TITLE |



HALF SECTION CUT

TYPICAL SECTION  
NOT TO SCALE

HALF SECTION FILL

|                             |
|-----------------------------|
| MONTICELLO THERMO           |
| SULPHER SPRINGS, TEXAS      |
| TYPICAL COUNTY ROAD SECTION |
| TXU MINING                  |

NOTICE OF REQUEST TO  
CLOSE, ABANDON AND RELOCATE  
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS

Notice is hereby given that TXU Mining Company LP has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2307. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 10<sup>th</sup> day of September, 2007, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 18<sup>th</sup> day of July, 2007.

TXU Mining Company LP

By: Kerry Wootten  
Kerry Wootten, Attorney

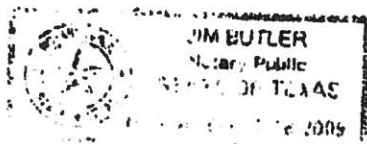
RUSSELL & WOOTTEN, P.C.  
P. O. Box 1135  
Mt. Pleasant, Texas 75456-1135  
Phone: (903) 572-3653  
FAX: (903) 572-7442

STATE OF TEXAS \*  
COUNTY OF HOPKINS \*

BEFORE ME, the undersigned authority, on this day personally appeared Scott Keys, Publisher of the Sulphur Springs News Telegram, a newspaper of general circulation in Hopkins County, Texas, who, being by me duly sworn upon oath, says that the foregoing notice was published in said newspaper, bearing the date of August 12, 2007.

Scott Keys  
Publisher

SUBSCRIBED AND SWORN TO BEFORE ME on the 13 day of August, 2007, to certify which witness my hand and official seal.



Jim Butler  
NOTARY PUBLIC, STATE OF TEXAS



VUL

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NOTICE OF REGULAR MEETING

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TIME: 10:00 A.M.  
DATE: Monday, July 26<sup>th</sup>, 2010  
PLACE: In The Commissioners' Courtroom On The First Floor Of The Hopkins County Courthouse Located At 118 Church St., Sulphur Springs, TX.

FILED FOR RECORD  
HOPKINS COUNTY, TEXAS

2010 JUL 23 A 9:02

DEBBIE SHIRLEY  
COUNTY CLERK

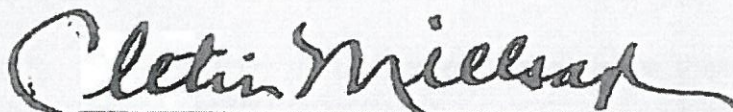
- I. Invocation  
II. Pledge Of Allegiance To The Flag

- A. AMERICAN FLAG:  
B. TEXAS FLAG: "Honor The Texas Flag; I Pledge Allegiance To Thee, Texas, One State Under God, One DEBITY Indivisible."

The Following Items Will Be Considered By Commissioners' Court For Discussion And/Or Action:  
The Court May Go Into Executive Session To Discuss Legal Matters.

ORDER OF BUSINESS

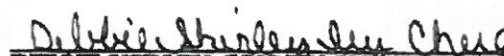
- 1) The Court To Declare A Quorum
- 2) Consent Agenda.
  - i) Approve Previous Meeting Minutes.
    - a) Regular – 7-12-10
  - ii) Approval Of Utility Easements, Burial Of Telephone Cables And Construction Of Water Distribution Facilities.
    - a) The Court To Consider Approving A Request From North Hopkins Water Supply Corporation To Install A 1" Water Main Across County Road 3304 Located In Precinct 3.
- 3) The Court To Consider Citizen Comments.
- 4) Other County Business.
  - i) The Court To Consider Approving A Tax Abatement Policy.
  - ii) The Court To And Possibly Approve The Closure, Abandonment And Relocation Of A Section Of County Road No. 2309 And To Consider And Possibly Approve The Construction And Acceptance Of A Relocation Of County Road 2309.
  - iii) The Court To Discuss/And May Take Action On Amending The July 1, 2010 Hopkins County Filing Freeze.
  - iv) The Court To Review Monthly Reports For Offices.
- 5) The Court To Consider Budget Amendments And Line Item Transfers.
- 6) The Court Will Consider And Act On Payment Of Bills, Revenues And Expenses And Financial Statements.
- 7) The Court To Consider Contracts.
- 8) The Court Will Consider And Act On Personnel Matters.
- 9) The Court To Consider Disposal Of Asset Request.
- 10) The Court To Approve Resolutions And Proclamations.
- 11) The Court To Adjourn.

  
CLETIS MILLSAP, COUNTY JUDGE  
HOPKINS COUNTY, TEXAS

STATE OF TEXAS X  
COUNTY OF HOPKINS X

I, Debbie Shirley, County Clerk of Hopkins County, Texas, do hereby certify that the above and foregoing notice was filed in my office this the 23<sup>rd</sup> day of July, 2010 at 10:00 A.M.

Given under my hand and seal this the 23<sup>rd</sup> day of July, 2010 at 10:00 A.M.

  
DEBBIE SHIRLEY, COUNTY CLERK  
HOPKINS COUNTY, TEXAS

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STATE OF TEXAS §  
COUNTY OF HOPKINS §

**BE IT REMEMBERED** on the 26<sup>th</sup> day of July 2010, there was conducted a **REGULAR** Public Meeting of the Honorable Commissioners' Court of Hopkins County, Texas, on the 1<sup>st</sup> Floor, Commissioners' Courtroom, in the Courthouse, 118 Church Street, City of Sulphur Springs, Texas, for the purpose of transacting any and all business that may lawfully be brought before the same.

**THE COURT MET AT:**

**10:00 A.M.**

**PRESENT:**

**CLETIS MILLSAP**  
COUNTY JUDGE

**BETH WISENBAKER**  
COMMISSIONER, PRECINCT NO. 1

**BURKE BULLOCK**  
COMMISSIONER, PRECINCT NO. 2

**DON PATTERSON**  
COMMISSIONER, PRECINCT NO. 3

**DANNY EVANS**  
COMMISSIONER, PRECINCT NO. 4

**CHERE GODBOLT** Deputy  
COUNTY CLERK

**ABSENT:**  
\_\_\_\_\_

---

The meeting was called to order by Judge Cletis Millsap. Judge Millsap offered an invocation and asked the court and audience to join him in reciting the Pledge of Allegiance to The American Flag & Texas Flag.

The Court considered the following matters as posted and filed for Record in the Office of the County Clerk on July 23, 2010 at 9:02 a.m. Judge Millsap Declared A Quorum.



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For The Record Commissioner Evans Came In At 10:15 a.m.

**CONSENT AGENDA:**

Upon motion by Commissioner Patterson, seconded by Commissioner Wisenbaker and carried unanimously, To Approve The Following Consent Agenda:

**THE MINUTES FROM PREVIOUS MEETINGS**

The Minutes of The **Regular** Meeting Held July 12, 2010, Commissioners' Courtroom Located At 118 Church St., Sulphur Springs, TX.

**APPROVAL OF UTILITY EASEMENTS, BURIAL OF TELEPHONE CABLES AND CONSTRUCTION OF WATER DISTRIBUTION FACILITIES**

A Request From North Hopkins Water Supply Corporation To Install A 1" Water Main Across County Road 3504 Located In Precinct 3. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.1)

---

**CITIZENS COMMENTS**

**NO ACTION TAKEN**

---

**OTHER COUNTY BUSINESS****TAX ABATEMENT POLICY**

Upon motion by Commissioner Bullock, seconded by Commissioner Patterson and carried unanimously, To Approve A Tax Abatement Policy. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.2)

---

**APPROVE THE CLOSURE, ABANDONMENT AND RELOCATION OF A SECTION OF COUNTY ROAD NO. 2309 AND TO CONSIDER AND POSSIBLY APPROVE THE CONSTRUCTION AND ACCEPTANCE OF A RELOCATION OF COUNTY ROAD 2309**

Upon motion by Commissioner Bullock, seconded by Commissioner Wisenbaker and carried unanimously, To Approve The Closure, Abandonment And Relocation Of A Section Of County Road No. 2309 And To Approve The Construction And Acceptance Of A Relocation Of County Road 2309. A Copy Is Attached Hereto And Made A Part Hereof. (Ex.3)



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**ORDER**

THE STATE OF TEXAS     \*  
COUNTY OF HOPKINS     \*

BE IT REMEMBERED that the Commissioners' Court of Hopkins County met in Regular Session on July 26, 2010, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit:

Came on to be considered, the request of Luminant Mining Company LLC to close, abandon and relocate a portion of a certain county road located in Hopkins County, Texas, said work being more particularly described as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2309 and beginning at its intersection with Farm Road 1870 and proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

After consideration of said request and hearing remarks from Luminant and interested citizens from within the county, upon motion duly made by Commissioner Pullock and seconded by Commissioner Wren Baker, the following Order was adopted by the Commissioners' Court of Hopkins County, Texas, to-wit:

**IT IS, HEREBY, ORDERED BY THE COMMISSIONERS' COURT OF HOPKINS COUNTY, TEXAS:**

That the following described portion of Hopkins County Road No. 2309 shall be closed, abandoned and relocated as follows:

- (1) Being identified as a portion of Hopkins County Road No. 2309 and beginning at its intersection with Farm Road 1870 and proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being marked as a dotted line on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this

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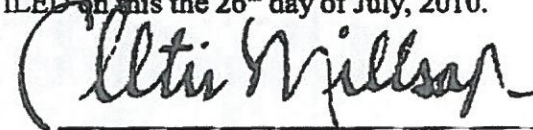
145

road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

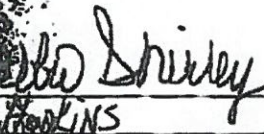
**IT IS FURTHER DETERMINED BY THE COMMISSIONERS' COURT** that the interests of the public and affected landowners have been protected.

Upon a vote, all voted "aye", and none voted "no", and the County Judge declared the Order passed, approved, and adopted as of the 26<sup>th</sup> day of July, 2010.

SIGNED, ENTERED and ORDERED FILED on this the 26<sup>th</sup> day of July, 2010.



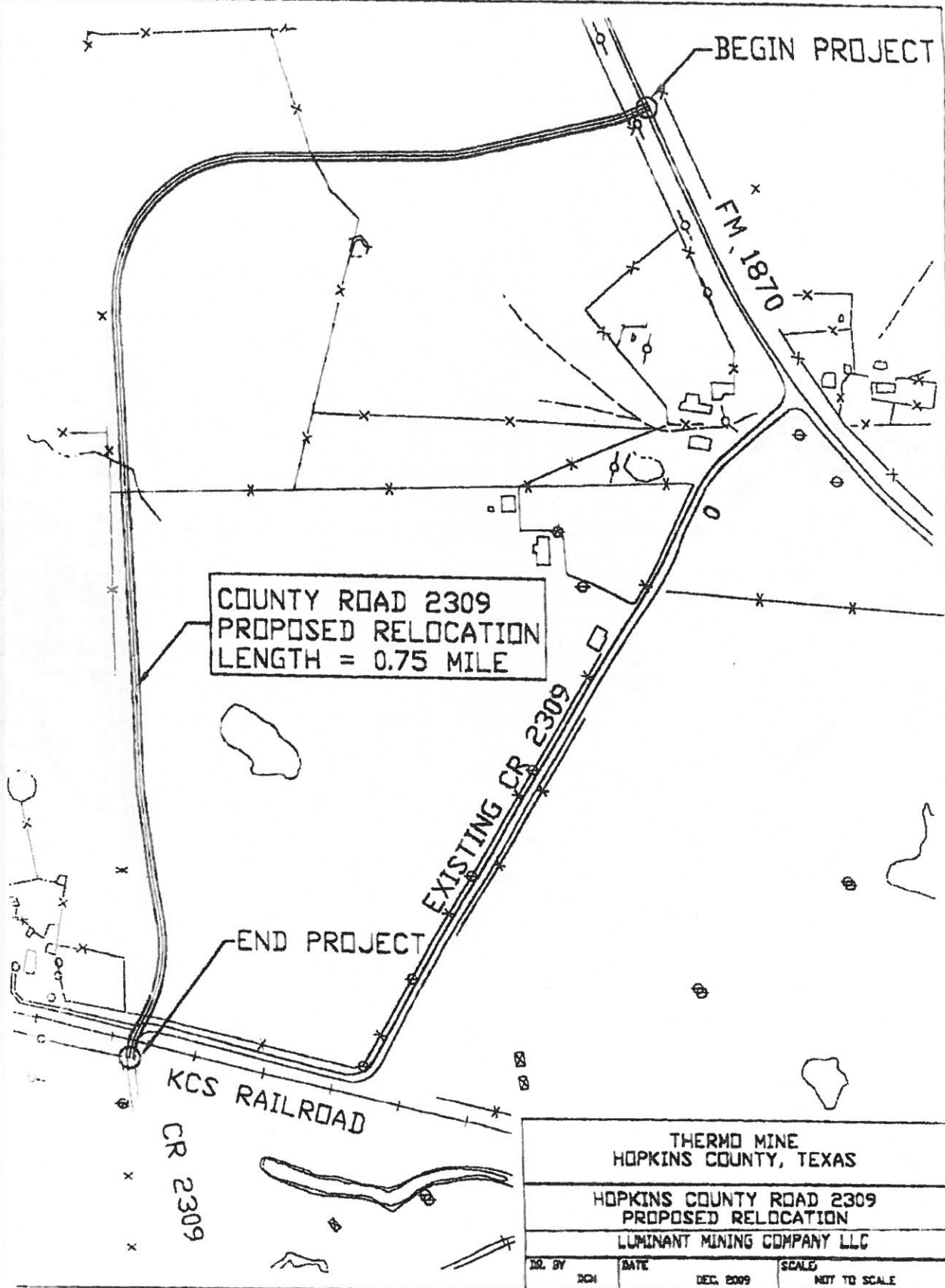
Cletis Millsap, County Judge



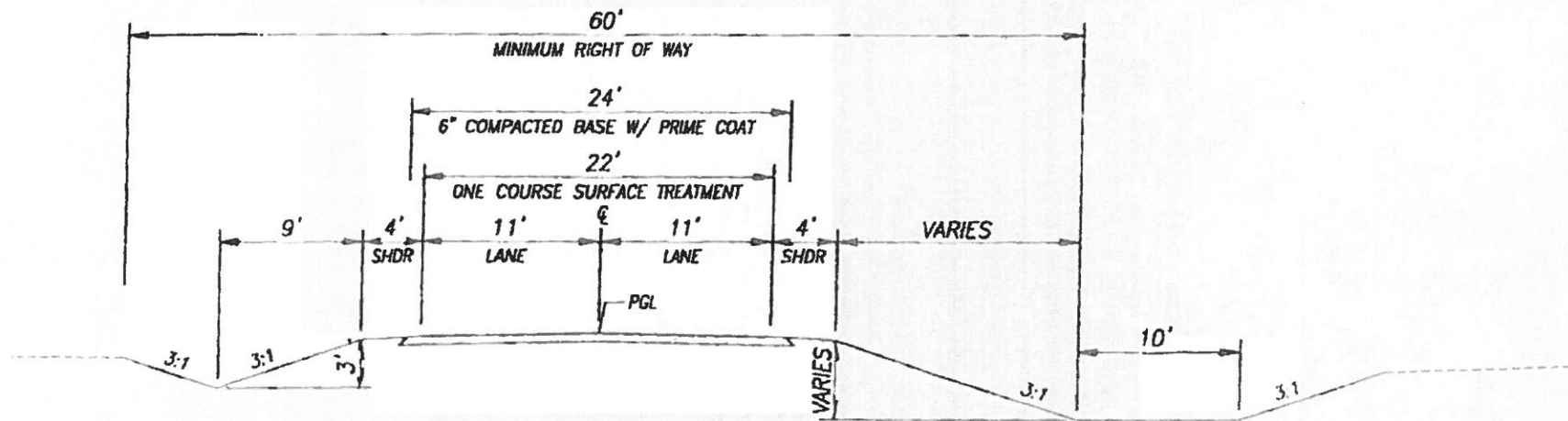
, County Clerk



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CR 2309 - TYPICAL SECTION  
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07-19-10 A10:32 IN

NOTICE OF REQUEST TO  
CLOSE, ABANDON AND RELOCATE  
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS

Notice is hereby given that Luminant Mining Company LLC has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2309. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 26<sup>th</sup> day of July, 2010, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 29<sup>th</sup> day of June, 2010.

Luminant Mining Company LLC

By: Kerry Wootten

Kerry Wootten, Attorney

RUSSELL & WOOTTEN, P.C.

P. O. Box 1135

Mt. Pleasant, Texas 75456-1135

Phone: (903) 572-3653

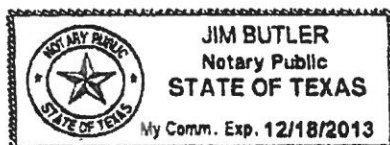
FAX: (903) 572-7442

STATE OF TEXAS      \*  
COUNTY OF HOPKINS      \*

Scott Keys BEFORE ME, the undersigned authority, on this day personally appeared Scott Keys, Publisher of the Sulphur Springs News Telegram, a newspaper of general circulation in Hopkins County, Texas, who, being by me duly sworn upon oath, says that the foregoing notice was published in said newspaper, bearing the date of July 4, 2010.

Scott Keys, Publisher

SUBSCRIBED AND SWORN TO BEFORE ME on the 12 day of July, 2010, to certify which witness my hand and official seal.



Jim Butler  
NOTARY PUBLIC, STATE OF TEXAS

VOL

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NOTICE OF REQUEST TO  
CLOSE, ABANDON AND RELOCATE  
A COUNTY ROAD IN HOPKINS COUNTY, TEXAS

Notice is hereby given that Luminant Mining Company LLC has requested the Commissioners' Court of Hopkins County, Texas, to close, abandon and relocate a segment of County Road No. 2309. This request will be heard by the Commissioners' Court of Hopkins County, Texas, in a regular session on the 26<sup>th</sup> day of July, 2010, at 10:00 o'clock a.m., in the Commissioners' Courtroom located in the Hopkins County Courthouse. A copy of such request is on file in the Office of the County Clerk of Hopkins County, Texas, and may be inspected by any interested person. As a result of closing, abandoning and relocating said segment of said county road, no person will be left without access to their residence or lands.

Notice given this 29<sup>th</sup> day of June, 2010.

Luminant Mining Company LLC

By: Kerry Wootten

Kerry Wootten, Attorney

RUSSELL & WOOTTEN, P.C.

P. O. Box 1135

Mt. Pleasant, Texas 75456-1135

Phone: (903) 572-3653

FAX: (903) 572-7442

CERTIFICATE

I hereby certify that two (2) true and correct copies of the above and foregoing Notice were posted in the vicinity of County Road No. 2309 in Hopkins County, Texas, which is sought to be closed, abandoned and relocated, as set forth in the Request which is on file in the Office of the County Clerk of Hopkins County, Texas, on this the 1st day of July, 2010.

Darryl Blum



RUSSELL & WOOTTEN, P.C.

ATTORNEYS AT LAW  
P.O. BOX 1135  
204 W. SEVENTH STREET  
MT. PLEASANT, TEXAS 75458-1135

013

150

KERRY WOOTTEN

June 29, 2010

TELEPHONE  
(903) 572-3853  
FAX  
(903) 572-7442

The Hon. Cletis Millsap  
County Judge of Hopkins County  
118 Church Street  
Sulphur Springs, TX 75482

RE: Request by Luminant Mining Company, LLC

Dear Judge Millsap:

On behalf of my client, Luminant Mining Company LLC, I am requesting that the attached matter pertaining to the request by Luminant to close, abandon and relocate a county road be placed on the agenda for the meeting of the Commissioners' Court to be held on July 26, 2010. I believe the information contained in the request is self-explanatory, but, in the event you should have any questions, please feel free to contact me.

I appreciate your assistance in this matter.

Very truly yours,

  
Kerry Wootten

KW/jmc

cc Doug Blevins  
Luminant Mining Company, LLC

## RUSSELL &amp; WOOTTEN, P.C.

ATTORNEYS AT LAW

P.O. BOX 1135

204 W. SEVENTH STREET

MT. PLEASANT, TEXAS 75456-1135

013

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KERRY WOOTTEN

TELEPHONE

(803) 572-3652

FAX

(903) 572-7442

June 29, 2010

TO: County Judge and Commissioners' Court of Hopkins County, Texas

RE: Request to close, abandon and relocate a county road located in Hopkins County, Texas

Gentlemen:

Luminant Mining Company, LLC ("Luminant") would show that it has coal and lignite leases in Hopkins County, Texas. In order to conduct mining operations on this property, it will be necessary to close, abandon, vacate and relocate a certain section of a public road in Hopkins County. Pursuant to authority vested in the Commissioners' Court under Texas Local Government Code, Sec. 81.028(2) and Texas Transportation Code, Sec. 251.051, Luminant respectfully requests the Commissioners' Court of Hopkins County, Texas, to allow the following:

- (1) Luminant requests the closure, abandonment and relocation of a portion of County Road No. 2309 in Hopkins County, beginning at its intersection with Farm Road 1870 proceeding southward and then westward for approximately 0.6 miles. Said proposed road closure being highlighted on the map attached hereto as Attachment 1.
- (2) As a condition for the closure, abandonment and relocation of a certain portion of County Road No. 2309, Luminant shall, at its expense, construct a relocation of this road to the west of the current road alignment, which will be approximately 0.75 miles in length as shown by the black triple line on the map attached hereto as Attachment 1. The relocated section of the road will be constructed according to the attached typical cross section attached hereto as Attachment 2.

Luminant requests that the Commissioners' Court of Hopkins County, Texas, adopt and enter an order which closes, abandons and relocates the County Road identified in Item (1) above; and (2) approves the construction of the relocation of County Road No. 2309.

In the event there are individuals living on lands in the vicinity of the roads for which closure, abandonment and relocation is being requested, no such resident or landowner will be denied access to their property.



Luminant would also show that the interests of the public and affected landowners will be protected at all times by the closing of this road.

Thank you very much for your consideration in this matter.

Respectfully submitted,

Luminant Mining Company, LLC

By: Kerry Wootten  
Kerry Wootten, Attorney

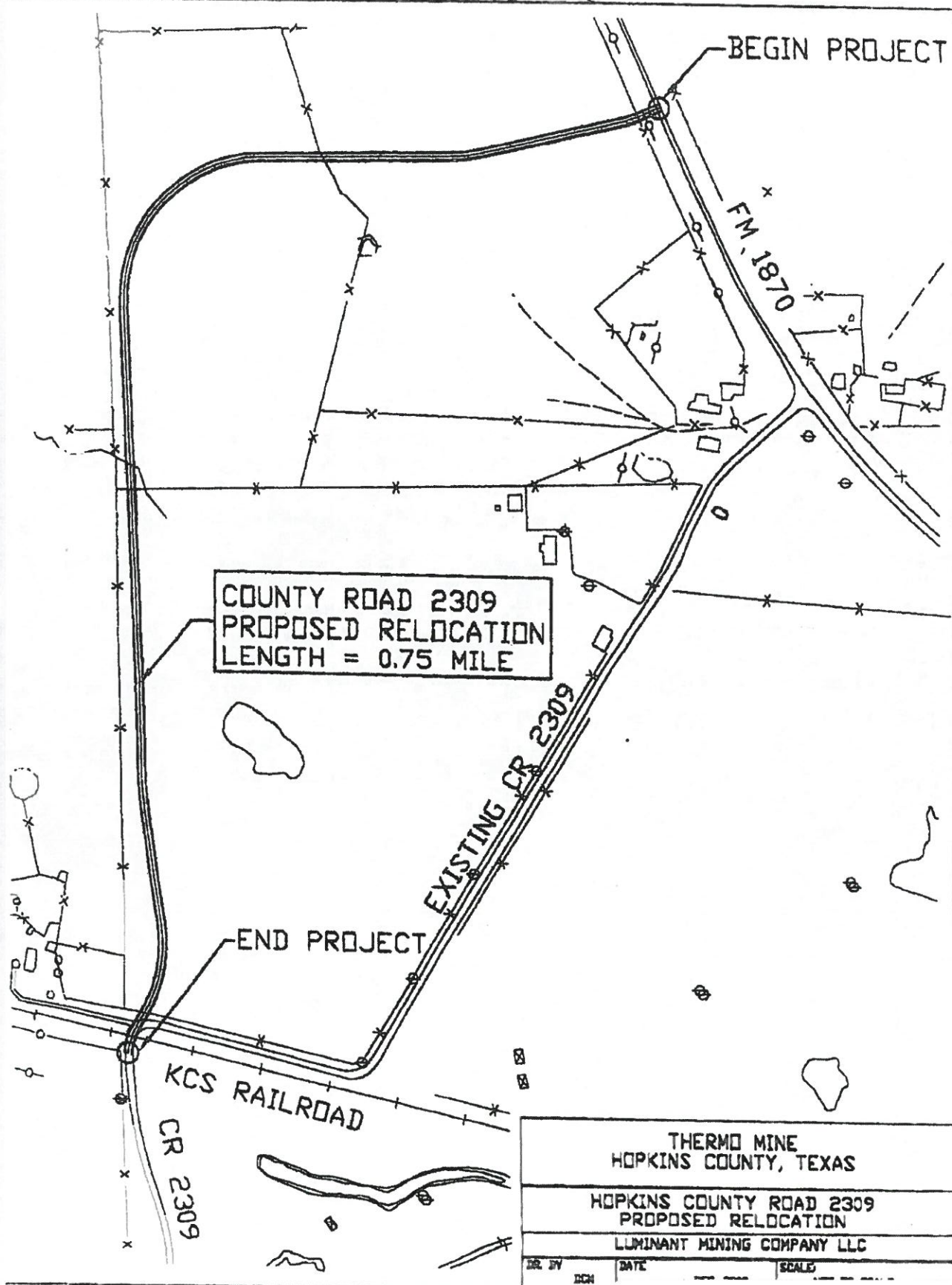
RUSSELL & WOOTTEN, P.C.  
P. O. Box 1135  
Mt. Pleasant, Texas 75456-1135  
Telephone: (903) 572-3653  
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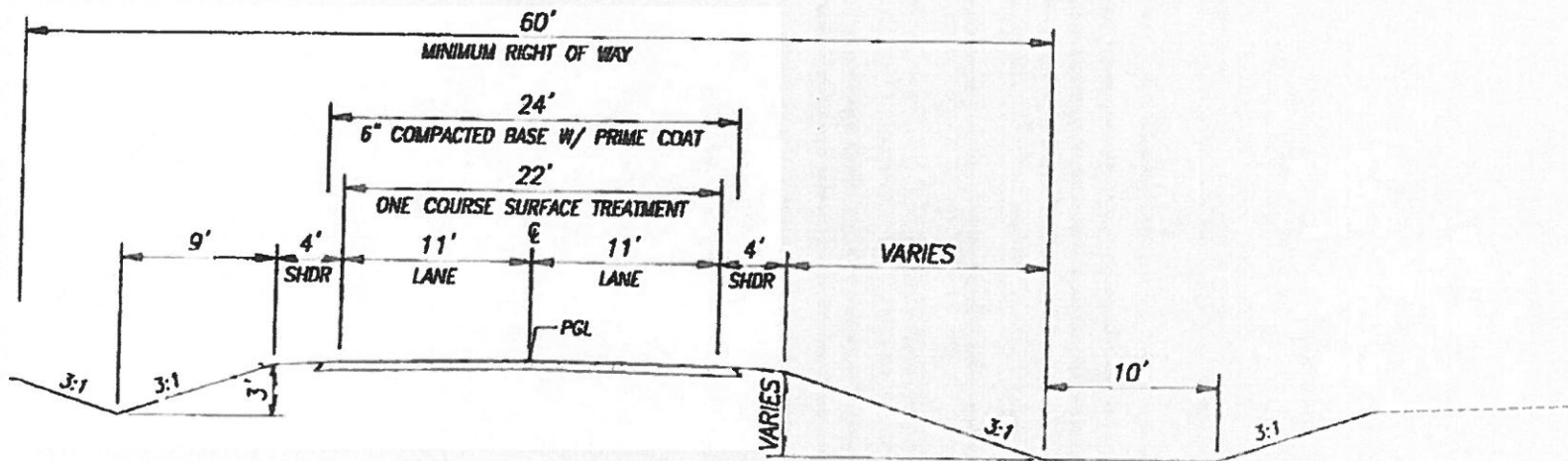
State Bar Card No. 21993600



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CR 2309 - TYPICAL SECTION  
H. T. S.

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**ACE GROUP** of Alcoholics Anonymous begins at 7 p.m. Sunday at First Presbyterian Church, College St. Call 903-243-4377 for formation.

**IN LANGUAGE** interpretation of worship services, 11 a.m. Sundays at First Baptist Church. 903-885-0646.

**MIDDLE-AGE** to senior interested in fellowship and study are invited to the Bible Sunday School Class at Baptist Church at 9:45 a.m. Class is broadcast at 9:45 a.m. on KSST radio.

**ALCOHOLICS ANONYMOUS** New Life Group meets at 468 Shannon Road, Suite 11B, located behind China House. No smoking. Call 903-348-5865 or 903-885-6184.

**Monday, July 5**  
**HOPKINS COUNTY** Beautification Committee meets first Monday of the month in Hopkins County Courthouse except in months in which holiday on the first Monday. Meetings in those months held on the 2nd Monday. Anyone interested in joining a member or with contribution, contact Wyvonne Smith at 903-439-4997.  
**MEETS** the first Monday

Independence Day holiday. The meeting will be moved to noon on July 12 in the Edward Jones Building, 1331 South Broadway St.

**CHRISTIAN INITIATION** Sessions are held Mondays at 6:30 p.m. at St. James Catholic Church, 297 Texas St. All are invited to "come and increase your knowledge about God and the Catholic Church." For more information, call Diane Ames at 903-648-2345.

**PRAYER ON the Square**, a community-wide praise, worship and prayer service, will be hosted each Monday at 6 p.m. on the downtown square. There will be singing and music. All are invited to join in the weekly prayer and praise fellowship. Prayers will be offered for city, county, state and federal officials, as well as the military, schools, businesses and all others. For information, contact Larry Friday Sr. at 903-243-6863.

**CANHELP WELCOMES** the donation of recycled cell phones and cell phone batteries at the CANHELP Community Resource Center, 613 Gilmer St., on Mondays and Wednesdays from 10 a.m. to 3 p.m. Donations can be made at other times if necessary. Call 903-885-9797 for more information.

**FOLLOW ME!** TUTORING/Mentoring Program at Lord's Way Church, 806 Freeman St., will be offered from 6:30 p.m. to 8 p.m. Mondays, Tuesdays

at 8 p.m. at 468 Shannon Road, Suite 11B, behind China House. Call Mickelle 903-348-5865 and Kerry 903-885-6184.

**GRATITUDE ALANON** Group meets Monday nights at 8 p.m. at the Presbyterian Church, 302 South Chestnut St., in Willsboro. Call 903-342-3011.

**HOPKINS COUNTY** Amateur Radio Club (HCARC)'S Public information net is every Monday at 7 p.m. on frequency 146.68. Everyone invited. For more information, call 903-885-8460 or visit [www.k5sst.org](http://www.k5sst.org).

**"KNITTING, CROCHETING and Tatting"** are taught every Monday at 1 p.m. by Betty Landes at the Senior Citizens Center (150 MLK Jr. Drive). Also **BOARD GAMES** are also held Mondays at noon.

**"RECOVERY: YOU Are Not Alone!"**, a Christian-based support group for addictions, depression, anger, grief, divorce, fear and other issues of life meets from 7 p.m. to 9 p.m. Mondays at Family Life Church, 1400 East Loop 301. Dinner will be served at 6:30 p.m. Contact: 903-439-2016.

**BIBLE DISCIPLE** Bible study will be held at Como Methodist Church Mondays at 7 p.m. Call 903-488-3541.

**TEEN GROUP** meets at 6 p.m. at Franklin National Bank in Willsboro, corner of Main and Broadway streets. Call 903-342-8941.

below. Plans for the above are available from TxDOT's website [www.txdot.gov](http://www.txdot.gov) and from companies at the expense of the contractor.

1314  
Construction Division, 200  
Dr. Austin, Texas 78704,  
4-6-2540.

Office(s): Paris District, District  
365 N. Main St., Paris, Texas  
Phone: 903-737-8300.

Minimum wage rates are set out in  
contracts and the rates will be  
contract. TxDOT ensures that  
not be discriminated against on  
of race, color, sex or national

#### INVITATION TO BID

of Sulphur Springs is accepting  
bids for its employee health  
benefit program. The City of  
Sulphur Springs health insurance program  
is self-funded. Proposals will be  
for a combination package of  
specific stop loss and aggregate  
coverages. The City will use its  
administrator, Blue Cross/Blue  
Shield of Texas for its plan.  
New contract year will be from  
12/1/2011. Price must stay firm  
contract period. Please bid on  
as well as 24/7 or paid basis.  
Specific stop loss coverage is set  
at alternatives of \$50,000 &  
bid. Alternative specific stop  
loss proposed will be considered.  
The City of Sulphur Springs will not consider a full  
bid. Proposal packets can be

obtained at the City of Sulphur Springs  
Municipal Building, 125 South Davis,  
Sulphur Springs, Texas. Office of the City  
Secretary. Proposals must be submitted in  
the format of the proposal sheet. Sealed  
proposals are due on or before 11:00 a.m.  
on Wednesday, July 26, 2010 at the Sulphur  
Springs Municipal Building, Office of the  
City Secretary. Please read all general  
information and specifications. The City will  
only consider direct reinsurance contracts,  
not managing general underwriters  
contracts. Stop loss carrier must at the  
time of the submitted proposal: 1) Assume  
100% of the risk of its proposal, 2)  
Guarantee a renewal, 3) Guarantee no  
lossing at renewal, unless it is in the City's  
interest to do so. To be considered,  
reinsurance firms must carry an A rating  
with A.M. Best. The City reserves the right  
to consider only those proposals which are  
responsive to terms, conditions and  
specifications of the invitation to bid.

#### NOTICE OF REQUEST TO CLOSE AND ABANDON A COUNTY ROAD IN HOPKINS COUNTY

Notice is hereby given that Luminant  
Mining Company LLC has requested the  
Commissioners' Court of Hopkins County,  
Texas, to close and abandon a segment of  
County Road No. 2308. This request will be  
heard by the Commissioners' Court of  
Hopkins County, Texas, in a regular session  
on the 28th day of July, 2010, at 10:00  
o'clock a.m., in the Commissioners' Courtroom  
located in the Hopkins County Courthouse.  
A copy of such request is on file in the Office of the County Clerk of  
Hopkins County, Texas, and may be  
inspected by any interested person. As a  
result of closing and abandoning said

segment of said county road, no person will  
be left without access to their residence or  
lands.

Notice given this 28th day of June, 2010.  
Luminant Mining Company LLC  
by: Kerry Wooten, Attorney  
RUSSELL & WOOTTEN, P.C.  
P.O. Box 1136  
Mt. Pleasant, Texas 75458-1136  
Phone: (803) 572-3663  
Fax: (803) 572-7442

#### NOTICE OF REQUEST TO CLOSE, ABANDON AND RELOCATE A COUNTY ROAD IN HOPKINS COUNTY

Notice is hereby given that Luminant  
Mining Company LLC has requested the  
Commissioners' Court of Hopkins County,  
Texas, to close, abandon and relocate a  
segment of County Road No. 2308. This  
request will be heard by the Commissioners' Court  
of Hopkins County, Texas, in a regular  
session on the 28th day of July, 2010, at  
10:00 o'clock a.m., in the Commissioners' Courtroom  
located in the Hopkins County Courthouse.  
A copy of such request is on file in the Office of the County Clerk of  
Hopkins County, Texas, and may be  
inspected by any interested person. As a  
result of closing, abandoning and relocating  
said segment of said county road, no  
person will be left without access to their  
residence or lands.

Notice given this 28th day of June, 2010.  
Luminant Mining Company LLC  
by: Kerry Wooten, Attorney  
RUSSELL & WOOTTEN, P.C.  
P.O. Box 1136  
Mt. Pleasant, Texas 75458-1136  
Phone: (803) 572-3663  
Fax: (803) 572-7442



**ORDER GRANTING REQUEST BY LUMINANT MINING COMPANY LLC  
TO TEMPORARILY CLOSE A PORTION OF HOPKINS COUNTY ROAD NO. 2309  
ALL OF WHICH IS SHOWN AND DESCRIBED ON  
EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

BE IT REMEMBERED, that the Commissioners Court of Hopkins County, Texas, met in Regular Session on the 27 day of March, 2017, after notice of the meeting had been posted in the form, manner and place required by law, with a quorum of its members present and participating in the meeting when, among other matters, the following came on to be considered, and action taken thereon, to-wit. The following were present:

/ Robert Newsom, County Judge of Hopkins County, Texas  
/ Mickey Barker, Commissioner of Precinct No. 1, Hopkins County, Texas  
/ Mike Odell, Commissioner of Precinct No. 2, Hopkins County, Texas  
/ Wade Bartley, Commissioner of Precinct No. 3, Hopkins County, Texas  
/ Danny Evans, Commissioner of Precinct No. 4, Hopkins County, Texas

Pursuant to published agenda of said meeting, Commissioner Mike Odell

offered the following resolution and moved its adoption, which was seconded by Commissioner

Danny Evans to wit:

WHEREAS, LUMINANT MINING COMPANY LLC has ceased mining operations and closed its mine that is located in the vicinity of Hopkins County Road No. 2309 ("Thermo Mine"). The closing of this portion of Hopkins County Road No. 2309 will protect Luminant Mining Company's Thermo Mine and other property, and will support all activities related to reclamation; and

WHEREAS, the temporary closure will be for a period of approximately 3 years or until the Hopkins County Road 2309 relocation is completed; and

WHEREAS, LUMINANT MINING COMPANY LLC is willing to, at its sole cost and expense, temporarily close Hopkins County Road 2309, at the location as shown on Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the portion of Hopkins County Road No. 2309 that is to be temporarily closed has no through-traffic and dead-ends at the Thermo Mine; and


WHEREAS, LUMINANT MINING COMPANY LLC owns all of the land adjacent to the portion of Hopkins County Road No. 2309, that is to be temporarily closed; and

WHEREAS, the Hopkins County Commissioners Court has determined that there is no need for public notice, other than that which has been given in due and proper form and we also find that the interests of the public and affected landowners have been protected as it relates to the temporary closure of Hopkins County Road No.2309.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners Court of Hopkins County, Texas, that they are in agreement with the proposed temporary closure of Hopkins County Road No. 2309, and have no objections to the temporary closure of Hopkins County Road No. 2309, as shown on Exhibit "A".

Upon vote, all voted "Aye" and none voted "No", and the County Judge declared the Resolution duly adopted.

The above and foregoing is true and correct.

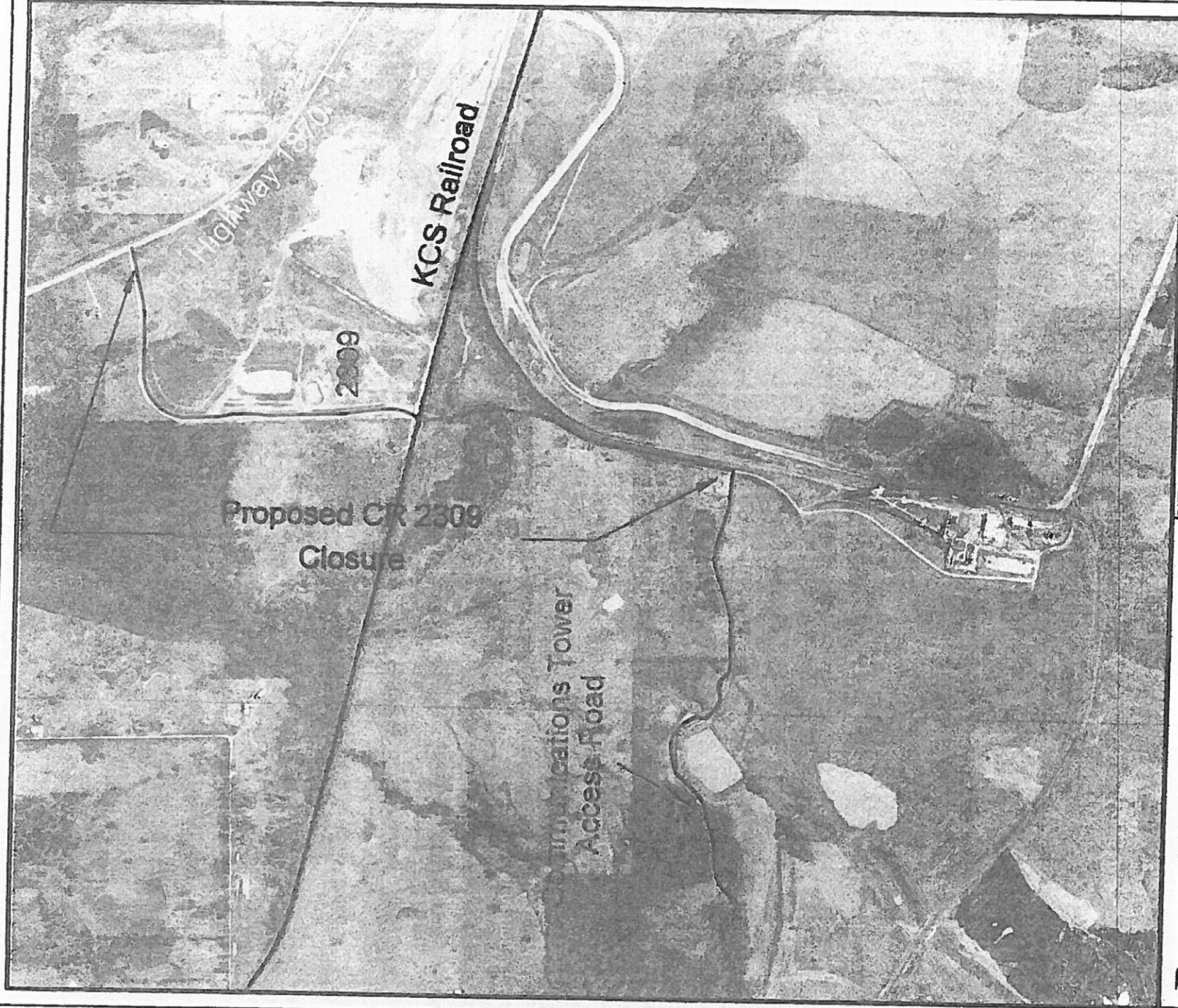
  
Robert Newsom, County Judge  
Hopkins County, Texas

I, Debbie Shirley, County Clerk of Hopkins County, Texas, and ex officio clerk of the Commissioners Court of Hopkins County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the Commissioners Court of Hopkins County, Texas, at a regular session of said Court, held and conducted on the 27<sup>th</sup> day of March, 2017, as the same appears in the minutes thereof, and that said Resolution has not been amended, revoked, or rescinded.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27<sup>th</sup> day of March, 2017.

  
Debbie Shirley, Hopkins County Clerk





# Prop. CR 2309 Closure

DATE 03/14/2017  
DWG BY abl

Thermo Mine

Monticello Mine Closure

SCALE



CONFIDENTIAL  
INTERNAL USE  
ONLY



**TEMPORARY PRIVATE ROAD CROSSING AGREEMENT**

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY ("KCS")**, a Missouri corporation, and **LUMINANT MINING COMPANY LLC**, a Texas Limited Liability Company, to be addressed at P.O. Box 1636, Mount Pleasant, Texas 75456 ("USER") agree this 17<sup>th</sup> day of May, 2011, as follows:

**RECITALS**

- A. KCS is a Missouri corporation operating as a railroad in interstate commerce;
- B. USER is a company desiring access to property located adjacent to KCS's right-of-way near Sulphur Springs (Hopkins County), Texas, for purposes of a temporary road crossing for temporary access for heavy equipment to haul coal from USER's mining area and perform other mining-related activities, which activities are sometimes hereinafter referred to as "Use"; and
- C. USER, for its convenience and not as a matter of right or necessity, seeks permission to cross KCS's right-of-way and tracks near Sulphur Springs (Hopkins County), Texas (Greenville Subdivision), near KCS Mile Post 136.1 for a private road crossing ("Private Road Crossing"), said Private Road Crossing sometimes hereinafter referred to as the "Crossing", as shown on Drawing No. 09-571, dated 03-4-2011 and approved 05-16-2011, a copy of which marked as Exhibit "A" is attached and incorporated into this Agreement herein by reference; and
- D. KCS is willing to grant USER a revocable license to cross KCS's right-of-way and tracks at the Crossing under the terms and conditions of this Agreement.

**Section 1. GRANT**

KCS hereby grants USER the right to maintain, access and use the Crossing in accordance with the terms and conditions of this Agreement. The use granted herein shall be for private use access by USER and shall not be allowed by USER to become a crossing open for public use.

**Section 2. COST AND PAYMENT**

2.1 Regardless of who supplies the materials or performs the work, USER shall be responsible for all costs, expenses, fees, fines and taxes arising out of the construction, operation, use, removal and maintenance of the Crossing.

2.2 The preliminary budget estimate ("Estimate") for the Crossing, a copy of which is marked as Exhibit "B," is attached and incorporated into this Agreement herein by reference. KCS's design for the Crossing as set forth in the Estimate is described below:

Forty-eight foot (48') full depth timber surface installed, signs, vegetation clearing, and removing of surface and signs, including new control bungalow with train detection equipment, two (2) flashing lights with gate arms, two (2) stop signs with blinking LED's, video surveillance system, remote train detection system at the TUGCO power switch located west of the proposed crossing, and gated private gravel road for KCS access only from CR2309.

2.3 USER shall, at the time of execution of this Agreement, pay to KCS the estimated project cost set forth in the Estimate ("Estimated Project Cost") of \$671,686.00. Should KCS complete

construction for less than the Estimated Project Cost, KCS shall refund the difference to USER within ninety (90) days of completion of the Crossing. USER acknowledges that the Estimate is based on current prices as of the date shown on the Estimate, and that delay in proceeding with the Project could alter estimated costs. Should KCS determine in good faith that the actual cost to install the Crossing will exceed the Estimated Project Cost by more than ten percent (10%); KCS shall promptly notify USER of such determination in writing. USER shall have the right to terminate this Agreement by notifying KCS of its decision to terminate within three (3) days of USER'S receipt of KCS' notice. If USER terminates the Agreement as authorized by the immediately-preceding sentence, KCS shall immediately discontinue the work called for by the Agreement, doing only such further work as is necessary to repair any damage to KCS' track or right of way caused by work under the Agreement. Within ninety (90) days of USER'S notice to terminate the Agreement, KCS shall complete a final accounting of the amounts expended to perform work called for prior to USER'S termination of the Agreement (including all work described in the immediately-preceding sentence), and will provide a copy of that accounting to USER and will remit to USER the difference (if any) between the amount shown in that accounting and the Estimated Project Cost. If USER does not so terminate this Agreement, KCS shall submit a written invoice to USER documenting KCS's additional costs and USER agrees to pay such additional costs. If USER terminates this Agreement either pursuant to this Section 2.3 or for USER'S failure to obtain permits as provided in Section 3.1 and KCS has ordered material that is not used for the Crossing, KCS shall, at its option, either (i) credit the actual value of all such materials to the amount to be remitted to USER or (ii) deliver the material to a mutually agreeable location.

2.4 KCS shall invoice USER monthly for the maintenance expense KCS incurs to maintain the Crossing and provide reasonable supporting documentation. USER shall remit said maintenance expense within thirty (30) days of receipt of KCS's invoice.

2.5 KCS shall contact USER prior to incurring any expenses for upgrades, enlargements, renewals, or improvements to the Crossing so that USER may determine whether to terminate the Agreement. If USER does not elect to terminate the Agreement, USER shall be responsible for the reasonable expenses for the upgrades, enlargements, renewals, or improvements to the Crossing. KCS shall invoice USER for such reasonable expenses upon completion of such upgrades, enlargements, renewals, or improvements to the Crossing and shall provide reasonable supporting documentation. USER shall remit said invoiced expenses within thirty (30) days of receipt of KCS's invoice.

2.6 Upon termination of this Agreement, KCS shall invoice USER for the Crossing removal expense as provided below and provide reasonable documentation to USER. USER shall remit said removal expense within thirty (30) days of receipt of KCS's invoice.

### **Section 3. KCS WORK**

3.1 KCS shall install and maintain a forty-eight foot (48') wide at-grade full depth timber Private Road Crossing between the rails and to the end of the ties, and install and maintain on the right-of-way signs providing warning of the existence of the Crossing and of the need to stop, look and listen prior to entering the Crossing. KCS acknowledges that USER must acquire certain permits prior to commencement of activities on USER's property and that KCS shall coordinate its Crossing construction activities with USER's project manager at 903-439-1414. USER acknowledges that, in order to avoid delay in construction of the Crossing once USER obtains the required permits, KCS will place orders for materials for the installation of the Crossing (including signal materials) upon execution of this Agreement, and that USER will be responsible for the cost (including delivery to site) of the materials even if USER fails to obtain the required permits.

3.2 KCS will install and maintain gates with supplemental warning lights as indicated on the Estimate.

3.3 KCS will cut and maintain vegetation in all four (4) quadrants to the edge of KCS' right of way to KCS standard, maintain the crossing surface from end-of-tie to end-of-tie, and maintain crossing warning devices. KCS will coordinate its vegetation maintenance activities with USER to ensure minimal disruption of USER'S use of the Crossing by providing five (5) days advance notice to USER at 903-439-1414. KCS will, to the extent practicable, advise USER in advance at 903-439-1414, of planned signal maintenance activities, but USER acknowledges that signal maintenance activities can occur twenty-four hours per day virtually every day of the year, and that even scheduled maintenance is subject to last minute alteration due to unplanned signal maintainer needs at other locations. KCS will coordinate with USER any activities which result in blocking the roadway to test the gate mechanisms or which involve temporary deactivation of signal equipment.

3.4 KCS shall, following the termination of this Agreement, remove the Crossing surface between the rails and to the ends of the ties and remove the crossing warning signs from the right-of-way within ninety (90) days of termination. KCS will not be required to remove underground cables connecting to above-ground equipment. KCS may elect to either (i) retain all or some of the materials removed from the Crossing or (ii) place the removed materials at a USER-designated point on USER's property adjacent to KCS' right-of-way for final removal by USER. If KCS elects to retain some or all of the materials removed from the Crossing, KCS shall pay USER fifty percent (50%) of the cost of those materials as estimated on the attached Estimate.

3.5 Upon opening of the Crossing, KCS shall remove the crossing surface between the rails and out to the end of tie at the currently-existing private crossing located at approximately milepost 135.94. USER and KCSR agree that any existing private crossing agreement for the currently-existing private crossing located at approximately milepost 135.94 shall be terminated thereby.

3.6 During the KCS Work as specified in this Section 3, KCS shall provide protective services (flagging) to safeguard the railroad operations and property.

#### **Section 4. USER WORK**

4.1 USER shall design, construct and maintain the road and approaches for the Crossing, including grading, and install all structures and facilities necessary to maintain the existing drainage, including installation of drainage pipe to maintain adequate flow at the KCS ditch line. All approach surfaces shall be constructed and maintained of a material that will not wash off or clog the ditch lines, and which will provide adequate traction over the entire right-of-way. The road, approaches and drainage facilities must be constructed in such a manner as to avoid any damage to KCS's embankment, roadbed, signal systems and tracks. The road approaching on each side of the track will, to the greatest extent possible, be built to the same width as the Crossing and at a 90° angle to the tracks. Each approach must be constructed and maintained to force water away from track but allowing no more than three inches (3") of downward change in elevation within the first thirty feet (30') from the nearest rail within the Crossing surface.

4.2 Prior to any construction, maintenance or approach removal activities on KCS's right-of-way, USER shall, unless otherwise agreed to in writing by KCS and at KCS's sole discretion, provide five (5) days advance notice to KCS at 816-983-1892.

4.3 USER shall remove all trees, vegetation, buildings and other improvements from USER'S property within 100 feet of the track to a distance of 1320 feet along the track in each direction



from the roadway on each side of the track that may interfere with the ability of persons using the Crossing to see approaching trains or the crew of the train from being able to see approaching vehicles. **KCS ACKNOWLEDGES THAT USER HAS ADVISED KCS THAT USER'S PROPERTY ONLY EXTENDS FOR 700 FEET FROM THE CROSSING ALONG KCS' RIGHT OF WAY IN THE NORTHEAST QUADRANT.**

4.4 USER shall regularly inspect the Crossing to ensure that the Crossing surface and approaches are in a safe condition, that all warning signs both on and off of the right-of-way are in place and legible, and that the line -of -sight has not been obstructed. USER shall immediately notify KCS in writing if USER'S inspection discloses any unsafe condition.

4.5 Upon the termination of this Agreement, USER shall remove the roadway and approaches to the Crossing and return all portions of the right-of-way occupied by the approaches to their natural contour, but USER shall leave in place any drainage structures and other improvements necessary to continue adequate drainage of the right-of-way or necessary to protect the embankment.

4.6 Before USER begins activities specified in the Section 4.2, USER shall comply with all "one-call" requirements for obtaining identification and location of all utility installations within the area where USER's activities will be performed.

4.7 Upon opening of the Crossing, USER shall permanently barricade (at least 25 feet from the nearest rail) and remove the approaches to the currently-existing private crossing located at approximately milepost 135.94 to the extent approaches are on USER's or KCS's property.

#### **Section 5. USE**

5.1 USER and its employees and invitees may only use the Crossing when it is safe to do so, and then only for the purpose of providing ingress and egress for the USER, the USER'S employees, and other invitees of the USER. USER shall, and shall instruct its employees and invitees, to stop at posted locations, look in both directions and listen before proceeding across the Crossing. USER and its employees and invitees should only proceed across the Crossing if it is safe to do so. USER shall not permit the use of the Crossing at any time when USER has knowledge that the Crossing is unsafe for any reason. Without limiting the foregoing, USER shall not use the Crossing or permit others to use the Crossing at any time when locomotives, cars or other rail mounted vehicles are occupying the Crossing or moving toward the Crossing and are visible from the Crossing or can be heard at the Crossing. USER shall not permit usage of the Crossing by the general public or any third party other than USER's employees or invitees without KCS' express prior written consent. USER will not start across crossing if red flashing lights at stop sign or the flashers/gates are flashing.

5.2 USER will not cross with, drag or tow or allow its employees or invitees to cross with, drag or tow any vehicle, object or equipment that could damage the rail or the crossing surface. No steel cleated or non-cleated wheel or track is permitted to come in contact with either rail in the crossing surface.

#### **Section 6. FLAGGING**

At any time other than during the performance of the KCS Work described in Section 3 hereof, flagging services provided by a KCS-qualified flagging contractor will be required whenever agents, employees or equipment of USER or any of its contractors or subcontractors shall be working at the Crossing within twenty-five feet (25') of the nearest rail for purposes other than simply crossing the track in accord with this Agreement.

Reference No. 09-571

Arrangements for flagging protection must be made directly by USER with a KCS-qualified flagging contractor. Current KCS-qualified flagging contractors include the following:

**RPS – Railroad Protective Services**

Dave Shaffer (904) 588-3433  
[drsshaffer@aol.com](mailto:drsshaffer@aol.com)

Kyle Hawthorn (318) 218-1174  
[kbhawthorn@aol.com](mailto:kbhawthorn@aol.com)

Patsy Crisafi (904) 813-9905  
[pjcrisafi@aol.com](mailto:pjcrisafi@aol.com)

**Railpros, Inc.**

Jennifer Kazner (714) 734-8765, Ext. 116  
[jennifer.kazner@railpros.com](mailto:jennifer.kazner@railpros.com)

Johnny Johnson (949) 278-8637  
[johnny.johnson@railpros.com](mailto:johnny.johnson@railpros.com)

USER should ordinarily provide at least one month's notice to the flagging contractor to have reasonable assurance of the availability of flagging services. USER may also obtain a current list of Railroad-qualified flagging contractors together with their address and telephone numbers for flagging purposes at the proposed site by written request, sent at least 30 (thirty) days in advance, by US mail or by e-mail addressed to:

Sri Honnur, P.E.  
Engineering Department  
Post Office Box 219335  
Kansas City, MO 64121-9335  
[SHonnur@KCSouthern.com](mailto:SHonnur@KCSouthern.com)

USER, its agents, employees and contractors will clear the tracks when directed to do so by the flagger. The presence of the flagger will not relieve USER of its duty to keep all of its agents, employees and contractors clear of the tracks when trains are in dangerous proximity to the area where construction is occurring.

KCS's designation of a company or individual as a "qualified" flagger or flagging provider only indicates KCS's willingness to allow said individual or entity to provide flagging services on KCS's property without further proof of qualification, and shall not be construed as an endorsement or other verification of the abilities or qualifications of said flagger or flagging provider. All flaggers contracted for by USER shall be treated solely as independent contractors of USER, with no relationship to KCS, for all purposes hereunder. The actions or inactions of the flagger shall be construed for all purposes hereunder as the actions or inactions of USER.

**Section 7. KCS USE**

KCS reserves the right to use the Crossing and approaches and to grant to third parties the right to use the Crossing and approaches so long as such use does not unreasonably interfere with USER'S use and enjoyment of the Crossing. USER shall not be responsible or liable for such use of the Crossing by KCS and third parties admitted to the Crossing by KCS and KCS SHALL INDEMNIFY AND HOLD HARMLESS USER FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, FINES, LOSSES, DAMAGES, LIABILITIES AND EXPENSES(WHETHER ARISING OUT OF OR BASED UPON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND INCLUDING ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OR DAMAGE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO SUCH USE TO THE EXTENT OF AND IN PROPORTION TO KCS' OR SUCH THIRD PARTIES' SHARE OF NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. KCS reserves for itself, its grantees, users, lessees, successors and assigns



all of its rights and interest in the right-of-way, tracks and its other facilities, including, without limitation, the right to construct, reposition or expand its tracks, wires, pipelines, fiber optic lines, conduits, poles and other structures above, on and below the surface of the right-of-way. In the event that the Crossing, approaches or drainage facilities reasonably must be modified to accommodate a change in the existing KCS or KCS-permitted facilities on the right-of-way, KCS shall make the necessary changes to its facilities and the Crossing surface, and USER shall make any necessary changes to the approaches and drainage facilities.

#### **Section 8. ASSUMPTION OF RISK**

Use of the Crossing will expose USER and all other persons permitted by USER to use the Crossing to risk of property damage, injury and death. KCS and other rail carriers operate locomotives, cars and other equipment over the Crossing. USER assumes all risk of loss, damage and injury arising out of use of the Crossing by USER, USER'S employees, and other invitees and guests of USER.

#### **Section 9. INDEMNITY**

TO THE EXTENT OF AND IN PROPORTION TO USER'S AND USER'S EMPLOYEES', GUESTS' AND INVITEES' SHARE OF NEGLIGENCE, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ONLY, USER SHALL INDEMNIFY AND HOLD HARMLESS KCS FROM AND AGAINST ANY AND ALL ACTIONS, PROCEEDINGS, CLAIMS, DEMANDS, FINES, LOSSES, DAMAGES, LIABILITIES AND EXPENSES (WHETHER ARISING OUT OF OR BASED UPON TORT, CONTRACT, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY) AND INCLUDING ATTORNEYS' FEES; FOR INJURY TO OR DEATH OF ANY PERSON OR LOSS OR DAMAGE OF PROPERTY DIRECTLY OR INDIRECTLY RESULTING FROM, ARISING OUT OF, OR IN ANY WAY CONNECTED TO THE CONSTRUCTION, MAINTENANCE, OPERATION, USE OR REMOVAL OF THE CROSSING, APPROACHES, DRAINAGE STRUCTURES OR WARNING SIGNS. USER'S FOREGOING OBLIGATION SHALL ALSO EXTEND TO ALL OTHER RAILROAD COMPANIES OPERATING OVER THE TRACKS OF KCS AT THE CROSSING, AND THE DIRECTORS, OFFICERS, AGENTS, AND EMPLOYEES, PARENTS, SUCCESSORS AND ASSIGNS OF KCS AND ANY OTHER RAILROAD COMPANY ENTITLED TO THE PROTECTIONS OF THIS PARAGRAPH.

#### **Section 10. INSURANCE**

USER shall obtain and maintain in effect throughout the term of this Agreement a policy of comprehensive general liability insurance, including contractual liability coverage, covering the USER'S potential liability and duty of indemnification under this Agreement. USER shall cause KCS and its affiliated companies, each to be named as an additional insured under the policy. An insurance company authorized to do business in the state where the Crossing is located must issue such policy. The policy must provide minimum coverage of \$10,000,000.00 per occurrence and contain the following endorsement: Contractual Liability Railroads: ISO Form CG 24 17 10 01 (or substitute form providing equivalent coverage). USER'S policy shall contain a cancellation provision that meets Association for Cooperative Operations Research and Development's ("ACORD") standards and, to the extent allowed by the standards, provide for the notification of KCS at least thirty (30) days prior to termination or significant modification of the policy or of the policy limits. In the event the ACORD's standards do not allow for at least thirty (30) days notice prior to any cancellation or non-renewal, then USER will provide such notice to KCS. USER shall annually send to KCS a certificate of insurance evidencing the USER's full liability policy coverage limits, and at other times when proof of insurance is reasonably requested by



KCS. Providing the minimum coverage required will not, however, limit or relieve USER of its potential liability to KCS for damages or of its duty of Indemnity, which is absolute and unlimited.

#### **Section 11. TERM**

The initial term of this Agreement shall extend sixty (60) months from the date stated in the first paragraph of this Agreement. KCS may renew or extend the initial term of this Agreement beyond said sixty (60) month period in KCS's sole discretion. This Agreement shall be considered terminated upon the lapse, without renewal or extension, of the term of this Agreement, and may be terminated during the initial term or during any renewal or extension of the initial term of this Agreement by USER, with or without cause; by giving KCS thirty (30) days advance written notification of termination. In addition, KCS may terminate this Agreement during its initial term or during any renewal or extension thereof by providing USER with thirty (30) days advance written notification of termination at any time USER is in Default; provided, however, that should USER's Default be violation by USER or USER's employees, invitees or guests of any requirement of this Agreement which violation creates an immediate risk to the safety of the personnel or property of KCS, USER or any other person or entity, KCS may terminate this Agreement on two (2) days' written notice to USER. Should this Agreement terminate or be terminated for any reason whatsoever, the parties agree that such termination shall fully satisfy any and all rights of USER to the use and maintenance of the Crossing and that USER shall under no circumstance assert otherwise. **ALL RIGHTS OF INDEMNITY GRANTED KCS OR GRANTED TO USER UNDER THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND SHALL REMAIN IN FULL FORCE AND EFFECT FOR TEN (10) YEARS FOLLOWING THE EFFECTIVE DATE OF THE TERMINATION OF THIS AGREEMENT.**

#### **Section 12. DEFAULT**

USER shall strictly perform each term and condition of this Agreement. Should USER fail to perform as required by this Agreement, then USER must remedy its failure or default within the earlier of (a) ten (10) days written notice by KCS of the failure or default or (b) USER'S actual knowledge of the failure or default. USER'S failure or refusal to remedy the failure or default within ten (10) days, or such greater time as KCS may in its reasonable discretion allow (or substantially commence remedying a failure or default that reasonably will require more than ten (10) days to remedy), shall constitute a Default under this Agreement. The period provided herein for USER to remedy a Default does not authorize USER's continuance of any action or inaction which creates a risk to the safety of the personnel or property of KCS, USER or any other person or entity.

#### **Section 13. CLOSURE**

Upon termination of this Agreement, USER'S license to cross the tracks and right-of-way of KCS shall end. KCS may at any time thereafter remove the Crossing or any portion thereof within KCS's right-of-way, and USER shall not oppose KCS doing so.

#### **Section 14. ENVIRONMENT**



14.1 After the execution of this Agreement, but prior to the construction of the Crossing, USER shall have the right to inspect the Crossing for the presence of any hazardous wastes, substances or materials on the Crossing site. If any are found, USER may terminate this Agreement without further liability. USER shall not use, release or dispose of any hazardous wastes, substances or materials on or near KCS's right-of-way or on the Crossing. Except as set forth in the first two sentences of this Section 14.1, USER shall be solely responsible for removing any such wastes, substances and materials used, released or disposed of by USER and remedying any such damage caused by USER'S failure to comply with its obligations under this Section.

14.2 USER shall not use, release, or dispose of any hazardous waste, hazardous substances or hazardous materials (as those terms are defined in any federal, state or local law, rule, regulation or ordinance) on or in the Crossing or elsewhere within KCS's right of way without the written consent of KCS.

14.3 USER shall not mutilate, damage, misuse, alter or permit waste in the Crossing or elsewhere within KCS's right of way. Should any discharge, leakage, spillage or emission of any hazardous waste, hazardous substance or hazardous material or pollution of any kind occur upon, in, into, under or from the area covered by this Agreement due to USER's use and occupancy thereof, USER, at its sole cost and expense, shall clean all property affected thereby, to the reasonable satisfaction of KCS and any governmental body having jurisdiction thereover.

14.4 USER shall comply with all ordinances, rules, regulations, requirements and laws whatsoever applicable to its use of the Crossing and other portions of KCS's right of way to which USER, its employees, invitees and guests are granted access under this Agreement, including (by way of illustration only and not by way of limitation) any governmental authority or court controlling environmental standards and conditions on the premises and shall furnish satisfactory evidence of such compliance upon request by KCS. **IF, AS A RESULT OF USER'S OPERATION OR USE OF THE CROSSING OR ANY OTHER PORTION OF KCS'S RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT, ANY SUCH ORDINANCE, RULE, REGULATION, REQUIREMENT, DECREE, CONSENT DECREE, JUDGMENT, PERMIT OR LAW IS VIOLATED BY USER, OR IF, AS A RESULT OF ANY ACTION BY USER, ANY HAZARDOUS OR TOXIC WASTE, MATERIALS OR SUBSTANCES SHOULD ENTER OR OTHERWISE AFFECT ANY PART OF THE CROSSING OR ANY OTHER PORTION OF KCS'S RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT (INCLUDING SURFACE, SUBSURFACE, AIRBORNE AND/OR GROUND CONTAMINATION), USER SHALL INDEMNIFY AND SAVE HARMLESS KCS FROM AND AGAINST ANY PENALTIES, FINES, COSTS, RESPONSE, REMEDIAL, REMOVAL AND CLEAN-UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE, AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS, IMPOSED UPON OR INCURRED BY KCS, CAUSED BY, RESULTING FROM OR IN CONNECTION WITH SUCH VIOLATION OR VIOLATIONS.**

14.5 **FOR THE PURPOSES OF THIS ENVIRONMENTAL PROTECTION SECTION, USER AGREES TO INDEMNIFY AND SAVE HARMLESS KCS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITY, RESPONSIBILITY AND CAUSES OF ACTION (WHETHER ARISING IN OR OUT OF TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE) ASSERTED AGAINST THEM AND FOR ALL PENALTIES, FINES, COSTS, RESPONSE, REMOVAL, REMEDIAL AND CLEAN UP COSTS, CORRECTIVE ACTION, NATURAL RESOURCE DAMAGE, AND DAMAGES AND EXPENSES OF ANY OTHER NATURE WHATSOEVER, INCLUDING LEGAL FEES AND COURT COSTS TO THE EXTENT**



CAUSED BY USE OF THE AREA COVERED BY THIS AGREEMENT BY USER AND ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES.

14.6 KCS SHALL OBTAIN AN INSPECTION BY A QUALIFIED INDEPENDENT ENVIRONMENTAL PROFESSIONAL, WITHIN 90 DAYS FOLLOWING TERMINATION OF THIS AGREEMENT, OF THE PORTION OF KCS' RIGHT OF WAY TO WHICH USER, ITS EMPLOYEES, INVITEES AND GUESTS ARE GRANTED ACCESS UNDER THIS AGREEMENT TO PREPARE AN APPROPRIATE WRITTEN REPORT OF WHETHER THERE ARE HAZARDOUS WASTES, SUBSTANCES OR MATERIALS IN SUCH AREA THAT ARE THE RESPONSIBILITY OF USER. KCS AND USER SHALL SHARE EQUALLY THE COSTS OF SAID INSPECTION AND REPORT. IF THE REPORT STATES THAT THERE ARE NO HAZARDOUS WASTES, SUBSTANCES OR MATERIALS IN SUCH AREA THAT ARE THE RESPONSIBILITY OF USER, USER'S ENVIRONMENTAL INDEMNIFICATION RESPONSIBILITIES UNDER THIS AGREEMENT SHALL TERMINATE. KCS MAY, IF IT SO CHOOSES, WAIVE HAVING SUCH AN INSPECTION AND REPORT, IN WHICH CASE USER'S ENVIRONMENTAL INDEMNIFICATION RESPONSIBILITIES UNDER THIS AGREEMENT SHALL TERMINATE. IF HOWEVER, SAID REPORT CONCLUDES THAT THERE ARE HAZARDOUS WASTES, SUBSTANCES OR MATERIALS ON THE CROSSING AND SUCH HAZARDOUS WASTES, SUBSTANCES OR MATERIALS ARE USER'S RESPONSIBILITY HEREUNDER, USER'S RESPONSIBILITIES SHALL NOT TERMINATE UNTIL USER'S RESPONSIBILITIES AS SET FORTH ABOVE HAVE BEEN FULFILLED BY USER.

#### Section 15. LAWS

15.1 KCS and USER in their performance under this Agreement shall comply with all applicable federal, state and local laws, rules, regulations and ordinances.

15.2 This Agreement shall be governed by and construed in accordance with the laws of the State in which the Crossing is located.

15.3 Any action to interpret or enforce this Agreement must be brought in the Circuit Court of St. Louis County, Missouri or the Federal District Court for the Eastern District of Missouri or in the federal or state courts in Dallas County, Texas. The USER and KCS irrevocably submit themselves to the jurisdiction of these courts and agree not to raise any claim of lack of jurisdiction, lack of venue, or inconvenient forum.

#### Section 16. ASSIGNMENT

This Agreement may be freely assigned by KCS without the consent of USER so long as such successors have the obligation to fulfill KCS's obligations hereunder, and it shall automatically inure to the benefit of KCS's successors. USER may not assign or transfer this Agreement or transfer any of its rights under this Agreement to a third party without the prior written consent of KCS, which consent shall not be unreasonably withheld. USER may not permit the use of the Crossing by third persons other than employees or invitees of USER without the prior written consent of KCS. Any assignment or permit granted by USER in violation of this paragraph shall be void and of no effect.



**Section 17. MISCELLANEOUS**

17.1 The failure of either party to enforce any of its rights under this Agreement shall not be deemed to constitute a waiver of such party's right to enforce such provision in the future or the waiver of any other right such party may have.

17.2 Should any provision of this Agreement be determined by a court of competent jurisdiction to be unenforceable, that portion of the Agreement shall be deemed to be severed from the Agreement and the remainder of the Agreement shall survive.

17.3 In the event of an emergency condition or situation at the Crossing requiring immediate attention, repair, or action, USER shall contact KCS at 877-527-9464.

**Section 18. NOTICES**

Any correspondence required or permitted under this Agreement, except an emergency notice to KCS, shall be sent to each party by first class mail, national overnight delivery service, or hand delivered to the following address:

KCS: The Kansas City Southern Railway Company  
Engineering Department  
Post Office Box 219335  
Kansas City, MO 64121-9335  
(Overnight delivery service address:  
427 West 12<sup>th</sup> Street, Kansas City, MO 64105)

With a copy to: Jones Lang LaSalle-Americas, Inc.  
3017 Lou Menk Drive, Suite 100  
Fort Worth, Texas 76131-2800  
Phone: 817-230-2600  
Fax: 817-306-5521

USER: Luminant Mining Company, LLC  
P. O. Box 1636  
Mt. Pleasant, Texas 75456-1636  
Phone: 903-439-1414  
Fax: 903-439-1444

Overnight delivery service address: From I-30, East or West, take Exit 126 (College Street). Turn SE on College Street (FM 1870) and go 2.3 miles to CR 2309. Turn right, 1.7 miles to mine entrance.

Either party may change its address by providing the other party written notice of the new address.

**Section 19. SURVIVAL**

Any obligation of USER arising or based upon facts occurring prior to termination, for indemnity or to reimburse KCS for any cost or expense, and the duty to barricade the road where each entered the right-of-way shall survive the termination of this Agreement.

This Agreement has been signed by the authorized representatives of each of the parties and shall be effective as of the date and year first written above.

**THE KANSAS CITY SOUTHERN RAILWAY COMPANY**

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

Title: \_\_\_\_\_

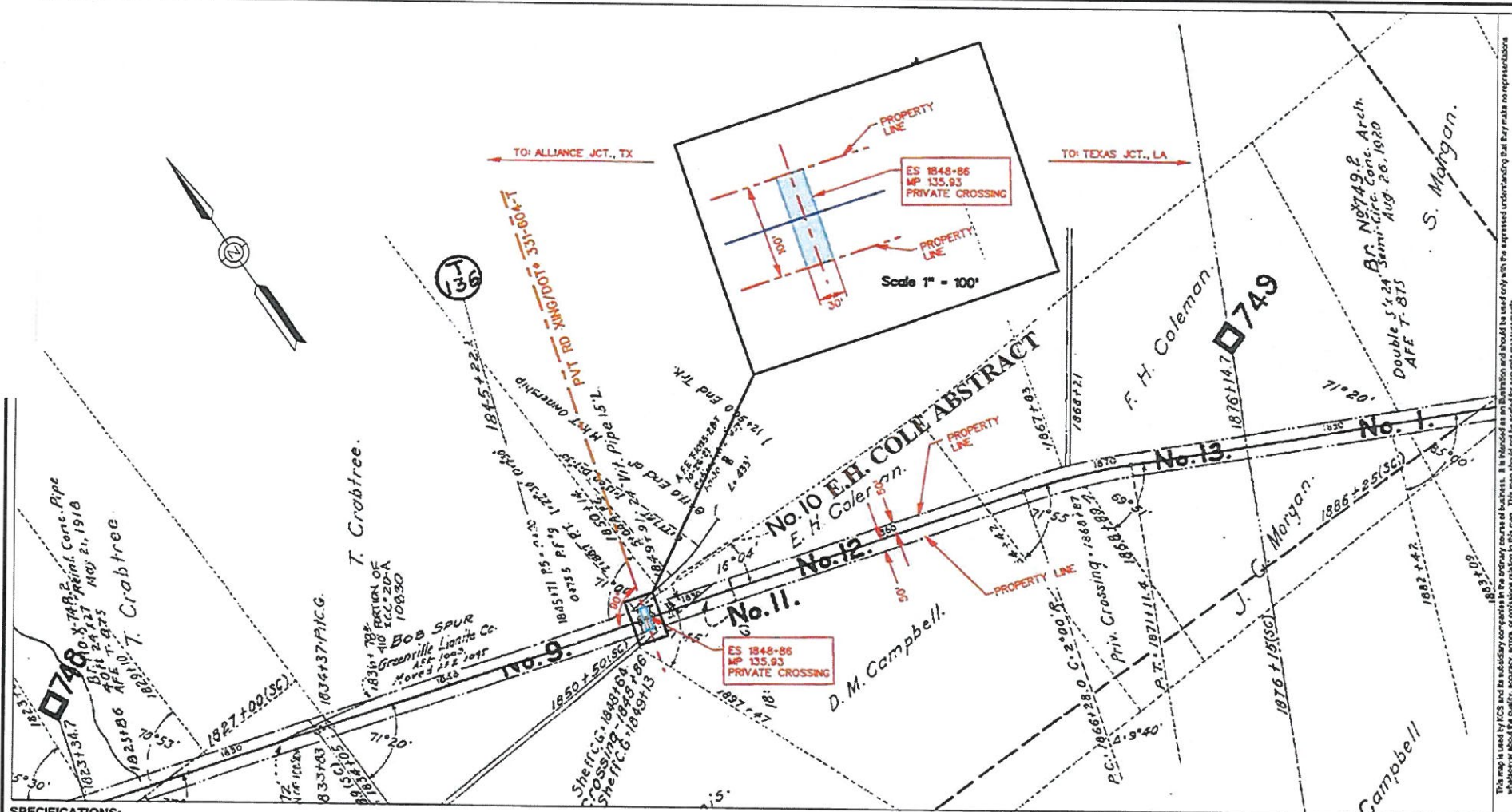
Date: \_\_\_\_\_

**LUMINANT MINING COMPANY LLC**

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_



## SPECIFICATIONS:

(Type) CROSSING

CROSSING TYPE: PRIVATE TEMPORARY USE (30-48 MONTHS) FOR HAULING COAL

CROSSING WIDTH AND LENGTH: 30' X 100'

DOT# 204604

CROSSING CONSTRUCTION: CONCRETE

CROSSING USERS: COAL MINING VEHICLES

INTENDED USE: COAL MINING HEAVY EQUIPMENT

MADE J. DE LOS SANTOS COY - R.L. SURVEY, E.H. COLE ABSTRACT

COUNTY: HOPKINS

KANSAS CITY SOUTHERN  
RAILWAY COMPANY

Date: 07-20-2010

Drawn By: WJS

Checked By: CTB

Company: BARTLETT &amp; WEST

Sheet No: 1 of 1

Scale: 1" = 400'

APPROVED BY: Digitally signed by Danny Liles  
DN: c=Danny Liles, o=Kansas City Southern  
Railway, ou=Signal Project Engineer,  
email=D.Liles@KCSouthern.com, c=US  
Date: 2010.07.21 14:12:11 -0500

Map #: 19069

KCS FILE NO:

09-571

EXHIBIT "A"

TEMPORARY PRIVATE CROSSING FOR  
LUMINATE MINING COMPANY  
AT MP 135.94 GREENVILLE SUBD.  
NEAR: SULPHUR SPRINGS, TEXAS

This map is used by KCS and its subsidiary companies in the ordinary course of business. It is intended as an illustration and should be used only with the expressed understanding that they make no representation or warranty about the quality, accuracy, or reliability of the data used in this map. This map should not be used for accurate measurements.



FILED AND RECORDED ON

OCT 22, 2018 AT 02:21P

AS A(N) OF RECORD

CLERK NUMBER 20185709 PAGES 135

AMOUNT: 558.00

RECEIPT NUMBER 18006778

BY AUDENA

STATE OF TEXAS HOPKINS COUNTY, TEX  
I hereby certify that this instrument was filed i  
file number sequence on the date and time stamped  
hereon by me and was duly recorded in the named  
records of Hopkins County, Texas.

DEBBIE SHIRLEY, COUNTY CLERK  
HOPKINS COUNTY, TEXAS

*Filed by City of Sulphur Springs  
Call Gale on card above*

---

All areas within the permit boundaries are owned by the City of Sulphur Springs. Properties listed below are located outside the permit boundary.

Tracts 1, 2, 6, 7, 8, 9  
City of Sulphur Springs  
125 S Davis Street  
Sulphur Springs TX 75482

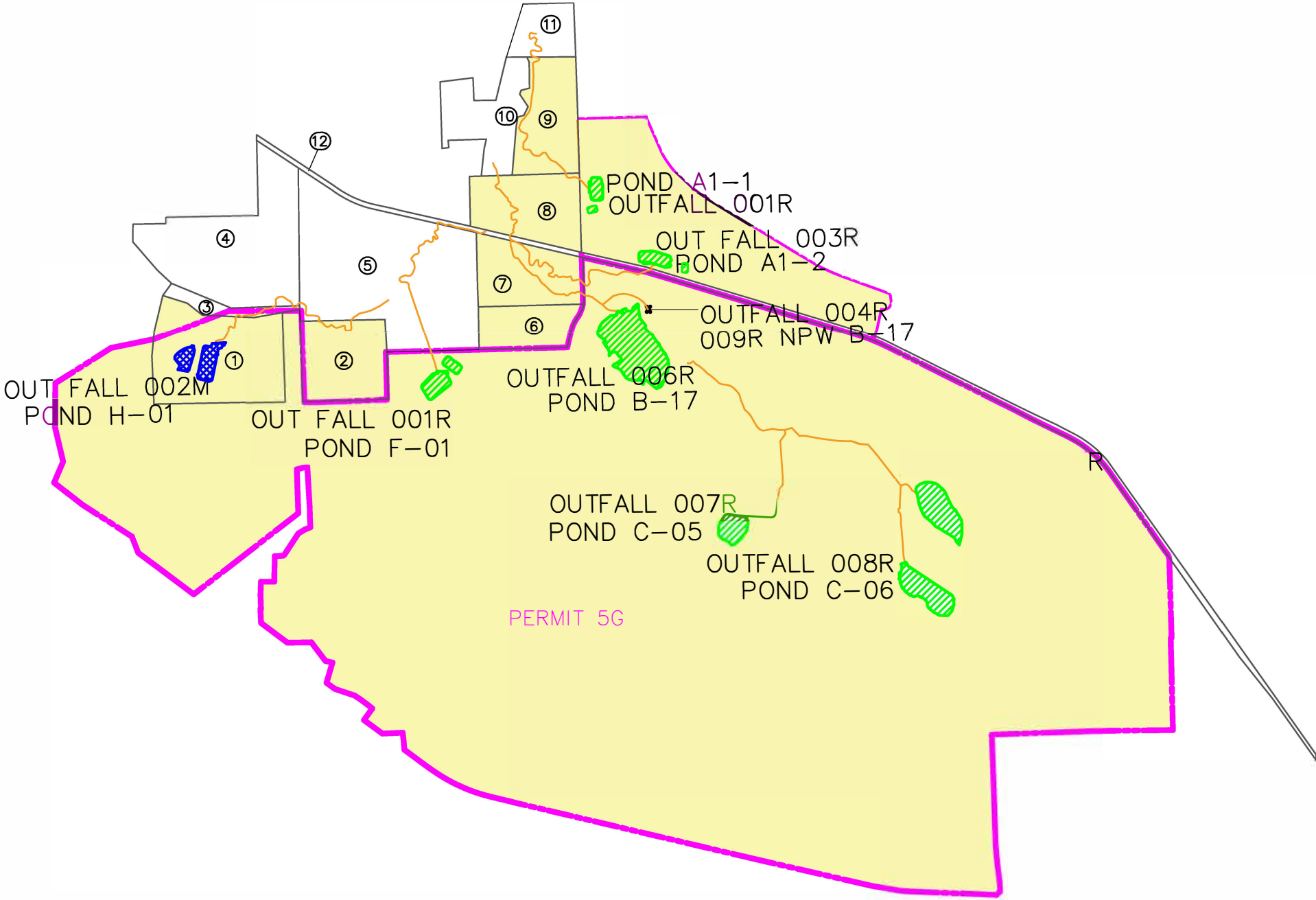
Tracts 3, 4  
Edward James Pingel  
1779 CR 2307  
Sulphur Springs, TX 75482

Tract 5  
Scott Andrews  
PO Box 661  
Winnsboro, TX 75494

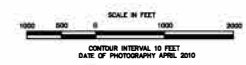
Tract 10  
Tim Tolson  
1930 CR 2308  
Sulphur Springs, TX 75482

Tract 11  
Hans Boerhof  
3990 FM 1879  
Sulphur Springs, Texas 75482

Tract 12  
Kansas City Southern Railway Company  
328 Oak Ave  
Sulphur Springs, TX 75482



THIS MAP WAS PRODUCED ACCORDING TO PROCEDURES THAT HAVE BEEN DEMONSTRATED TO COMPLY WITH NATIONAL MAP ACTUALLY STANDARDS FOR A HORIZONTAL SCALE OF 1"=400' AND A VERTICAL SCALE OF 1"=40'. MAPS SHOULD BE CHECKED FOR HORIZONTAL AND VERTICAL ACCURACY PRIOR TO USE. VERTICAL DATUM BASED ON NATIONAL MEAN SEA LEVEL DATUM OF 1929. HORIZONTAL DATUM BASED ON TEXAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, ZONE 10. DATE OF PHOTOGRAPHY: 1-4-2015. DATE OF DATA ACQUISITION: 1-4-2015. CULTURAL FEATURES & CONTOURS SYMBOLIZED WITH DASHED LINES INDICATE APPROXIMATE LOCATION.



| NO. | REVISION | BY | DATE |
|-----|----------|----|------|
|     |          |    |      |
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|     |          |    |      |

NOTE:  
TCEQ PERMIT NO.04122

- ACTIVE FINAL DISCHARGE POND
- DISCHARGE ROUTE
- PERMIT BOUNDARIES
- POSTMINE PONDS
- CITY OF SULPHUR SPRINGS PROPERTY

THERMO MINE & THERMO A-1 MINE  
SULPHUR SPRINGS, TEXAS

TPDES WQ0004122000 MAJOR AMENDMENT PROPERTY MAP

LUMI NANTINI INC COMPANY LLC

Drawn by: Bryant L. APPROVAL: J. EWING DATE: 2-13-10 SCALE: 1"=400'

PAGE: 1 of 1



## Candice Calhoun

---

**From:** Le, Bryant <Bryant.Le@vistracorp.com>  
**Sent:** Tuesday, March 11, 2025 10:26 AM  
**To:** Candice Calhoun  
**Cc:** Fernandez, Celi  
**Subject:** RE: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency  
**Attachments:** Action Item Corrections - Thermo.docx; C - P.L.S.docx; F - TH\_A-1\_TPDES\_QUAD\_3Mile\_Mosaic\_2024.pdf; Industrial Discharge Renewal Spanish NORI - Monticello-Thermo.docx; F - TH\_A-1\_TPDES\_QUAD\_3mile\_22x28.pdf

Candice – I've attached a document with the list of action items that needed to be corrected alongside additional forms and maps that were updated. Let me know if there's anything else.

Thank you

---

**From:** Candice Calhoun <Candice.Calhoun@tceq.texas.gov>  
**Sent:** Thursday, March 6, 2025 3:00 PM  
**To:** Le, Bryant <Bryant.Le@vistracorp.com>  
**Cc:** Fernandez, Celi <Celi.Fernandez@luminant.com>  
**Subject:** RE: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

### EXTERNAL EMAIL

Hello,

A PDF file of the map will be sufficient.

Thank you, 😊



**Candice Courville**

License & Permit Specialist  
ARP Team | Water Quality Division  
Texas Commission on Environmental  
Quality  
512-239-4312  
[candice.calhoun@tceq.texas.gov](mailto:candice.calhoun@tceq.texas.gov)

How is our customer service? Fill out our online customer satisfaction survey at  
[www.tceq.texas.gov/customersurvey](http://www.tceq.texas.gov/customersurvey)

---

**From:** Le, Bryant <Bryant.Le@vistracorp.com>  
**Sent:** Thursday, March 6, 2025 2:59 PM  
**To:** Candice Calhoun <[Candice.Calhoun@tceq.texas.gov](mailto:Candice.Calhoun@tceq.texas.gov)>

**Cc:** Fernandez, Celi <[Celi.Fernandez@luminant.com](mailto:Celi.Fernandez@luminant.com)>

**Subject:** RE: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

Candice – would you like a hardcopy of the map sent or should a pdf file of the map be sufficed.

Thank you

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**From:** Candice Calhoun <[Candice.Calhoun@tceq.texas.gov](mailto:Candice.Calhoun@tceq.texas.gov)>

**Sent:** Tuesday, March 4, 2025 8:45 AM

**To:** Le, Bryant <[Bryant.Le@vistracorp.com](mailto:Bryant.Le@vistracorp.com)>

**Cc:** Fernandez, Celi <[Celi.Fernandez@luminant.com](mailto:Celi.Fernandez@luminant.com)>

**Subject:** Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

**Importance:** High

EXTERNAL EMAIL

Good morning, Mr. Bryant,

The attached Notice of Deficiency (NOD) letter dated March 4, 2025, requests additional information needed to declare the application administratively complete. Please send complete response no later than March 18, 2025.

Please let me know if you have any questions.

Regards,



**Candice Courville**

License & Permit Specialist

ARP Team | Water Quality Division

Texas Commission on Environmental Quality

512-239-4312

[candice.calhoun@tceq.texas.gov](mailto:candice.calhoun@tceq.texas.gov)

How is our customer service? Fill out our online customer satisfaction survey at [www.tceq.texas.gov/customersurvey](http://www.tceq.texas.gov/customersurvey)

## Candice Calhoun

---

**From:** Le, Bryant <Bryant.Le@vistracorp.com>  
**Sent:** Thursday, March 13, 2025 3:42 PM  
**To:** Candice Calhoun  
**Subject:** Re: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

I apologize. Correction, we intend to remove Outfall 005R. Which is why it's "via Outfalls 001R, 002M, and 003R-004R and 006R-009R".

**Bryant Le**

**Environmental Specialist, Associate**

**Luminant, Environmental Services – Mining**

6555 Sierra Dr. | Irving, TX 75039

[Bryant.Le@vistracorp.com](mailto:Bryant.Le@vistracorp.com)

---

**From:** Candice Calhoun <Candice.Calhoun@tceq.texas.gov>  
**Sent:** Thursday, March 13, 2025 3:26 PM  
**To:** Le, Bryant <Bryant.Le@vistracorp.com>  
**Cc:** Fernandez, Celi <Celi.Fernandez@luminant.com>  
**Subject:** RE: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

### EXTERNAL EMAIL

Good afternoon,

Thank you for your response. The response to items 1, 2, and 4 is sufficient. Please see below for comments regarding item 3.

NORI Portion – The comment regarding the discharge route, the current permit states that the discharge route is from the plant site “via Outfalls 001R, 002M, and 003R-009R to an unnamed tributary; etc.”. I will need to get with our Receiving Water Assessment team to ensure that the discharge route is correct.

Regards,



**Candice Courville**

License & Permit Specialist

ARP Team | Water Quality Division

Texas Commission on Environmental

Quality

512-239-4312

[candice.calhoun@tceq.texas.gov](mailto:candice.calhoun@tceq.texas.gov)



## Candice Calhoun

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**From:** Le, Bryant <Bryant.Le@vistracorp.com>  
**Sent:** Friday, March 14, 2025 11:41 AM  
**To:** Candice Calhoun  
**Subject:** Re: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

Yes, looks good to me.

**Bryant Le**  
**Environmental Specialist, Associate**  
**Luminant, Environmental Services – Mining**  
6555 Sierra Dr. | Irving, TX 75039  
[Bryant.Le@vistracorp.com](mailto:Bryant.Le@vistracorp.com)

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**From:** Candice Calhoun <Candice.Calhoun@tceq.texas.gov>  
**Sent:** Thursday, March 13, 2025 3:45:33 PM  
**To:** Le, Bryant <Bryant.Le@vistracorp.com>  
**Subject:** RE: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

### EXTERNAL EMAIL

Good afternoon,

Gotcha, thank you for your clarification. I have corrected the NORI and have placed the updated portion below. Please let me know if there are any other errors or omissions. If not, I will work diligently to declare the application administratively complete.

**APPLICATION.** Luminant Mining Company LLC, 6555 Sierra Drive, Irving, Texas 75039, which owns a lignite mining area, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0004122000 (EPA I.D. No. TX0071081) to authorize the discharge of treated wastewater at an intermittent and flow-variable. The facility is located at the intersection of County Road 2309 and Farm-to-Market Road 1870, southeast of the city of Sulphur Springs, in Hopkins County, Texas 75482. The discharge route is from the plant site via Outfalls 001R, 002M, 003R-004R and 006R-009R to an unnamed tributary; thence to Rock Creek; thence to White Oak Creek; thence to Sulphur/South Sulphur River. TCEQ received this application on February 25, 2025. The permit application will be available for viewing and copying at Hopkins County Clerk's Office, 128 Jefferson Street East, Suite C, Sulphur Springs, in Hopkins County, 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=-95.548888,33.096944&level=18>

Regards,



**Candice Courville**

License & Permit Specialist  
ARP Team | Water Quality Division  
Texas Commission on Environmental Quality  
512-239-4312  
[candice.calhoun@tceq.texas.gov](mailto:candice.calhoun@tceq.texas.gov)

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---

**From:** Le, Bryant <[Bryant.Le@vistracorp.com](mailto:Bryant.Le@vistracorp.com)>  
**Sent:** Thursday, March 13, 2025 3:42 PM  
**To:** Candice Calhoun <[Candice.Calhoun@tceq.texas.gov](mailto:Candice.Calhoun@tceq.texas.gov)>  
**Subject:** Re: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

I apologize. Correction, we intend to remove Outfall 005R. Which is why it's "via Outfalls 001R, 002M, and 003R-004R and 006R-009R".

**Bryant Le**  
**Environmental Specialist, Associate**  
**Luminant, Environmental Services – Mining**  
6555 Sierra Dr. | Irving, TX 75039  
[Bryant.Le@vistracorp.com](mailto:Bryant.Le@vistracorp.com)

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**From:** Candice Calhoun <[Candice.Calhoun@tceq.texas.gov](mailto:Candice.Calhoun@tceq.texas.gov)>  
**Sent:** Thursday, March 13, 2025 3:26 PM  
**To:** Le, Bryant <[Bryant.Le@vistracorp.com](mailto:Bryant.Le@vistracorp.com)>  
**Cc:** Fernandez, Celi <[Celi.Fernandez@luminant.com](mailto:Celi.Fernandez@luminant.com)>  
**Subject:** RE: Application to Renew Permit No. WQ0004122000 - Notice of Deficiency

EXTERNAL EMAIL

Good afternoon,

Thank you for your response. The response to items 1, 2, and 4 is sufficient. Please see below for comments regarding item 3.

NORI Portion – The comment regarding the discharge route, the current permit states that the discharge route is from the plant site “via Outfalls 001R, 002M, and 003R-009R to an unnamed

## Action Item Corrections

1. Plain Language Summary (PLS): The Plain Language Summaries provided in both English and Spanish language have a different facility location description location than the Core Data Form and current permit. Please clarify which location description is correct and provide updated forms as needed.

- The facility location description on the Core Data Form and the Current Permit is the correct location.
- See attached updated Plain Language Summary Form.

2. USGS Topographic Map: The USGS map provided did not label and delineate the facility and applicant's property boundaries. Please provide an updated USGS map to include the requested items.

- An updated USGS Topographic Map with the legend corrected to show the blue outline representing Luminant Mining facility and property boundary.

3. The following is a portion of the NORI which contains information relevant to your application. Please read it carefully and indicate if it contains any errors or omissions. The complete notice will be sent to you once the application is declared administratively complete.

- Line 8, "003R-009R" should be "003R-004R to 006R-009R".

4. The application indicates that public notices in Spanish are required. After confirming the portion of the NORI above does not contain any errors or omissions, please use the attached template to translate the NORI into Spanish. Only the first and last paragraphs are unique to this application and require translation. Please provide the translated Spanish NORI in a Microsoft Word document.

- See attached Spanish NORI





## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

### PLAIN LANGUAGE SUMMARY FOR TPDES OR TLAP PERMIT APPLICATIONS

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

Applicants should use this template to develop a plain language summary as required by [Title 30, Texas Administrative Code \(30 TAC\), Chapter 39, Subchapter H](#). Applicants may modify the template as necessary to accurately describe their facility as long as the summary includes the following information: (1) the function of the proposed plant or facility; (2) the expected output of the proposed plant or facility; (3) the expected pollutants that may be emitted or discharged by the proposed plant or facility; and (4) how the applicant will control those pollutants, so that the proposed plant will not have an adverse impact on human health or the environment.

Fill in the highlighted areas below to describe your facility and application in plain language. Instructions and examples are provided below. Make any other edits necessary to improve readability or grammar and to comply with the rule requirements.

If you are subject to the alternative language notice requirements in [30 TAC Section 39.426](#), **you must provide a translated copy of the completed plain language summary in the appropriate alternative language as part of your application package**. For your convenience, a Spanish template has been provided below.

#### ENGLISH TEMPLATE FOR TPDES or TLAP NEW/RENEWAL/AMENDMENT APPLICATIONS

##### **Industrial WASTEWATER/STORMWATER**

*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 TAC Chapter 39. The information provided in this summary may change during the technical review of the application and is not a federal enforceable representation of the permit application.*

Luminant Mining Company LLC (CN603271016) operates Monitcello-Thermo Lignite Mining Area (RN103013892), a surface mining facility. The facility is located at the intersection of County Road 2309 and Farm-to-Market Road 1870, southeast of the city Sulphur Springs, in , Hopkins County, Texas 75482. Wastewaters from this facility are discharged to ponds; thence to unnamed tributaries of Rock Creek and/or Rock Creek;

thence to White Oak Creek; thence to the Sulphur/South Sulphur River in Segment 0303 of the Sulphur River Basin.

Discharges from the facility are expected to contain drainage, groundwater from mine pits and runoff from active and post-mine area. Wastewater produced at the facility consists of mine drainage, surface water runoff from active mining areas and post mine runoff and is treated by A polyelectrolyte may be added directly into the surface impoundments or metered into the influent stream to enhance the settlings of suspended solids, if necessary. The treated wastewater will be discharged to the receiving streams via appropriate outfalls.

**PLANTILLA EN ESPAÑOL PARA SOLICITUDES  
NUEVAS/RENOVACIONES/ENMIENDAS DE TPDES o TLAP**

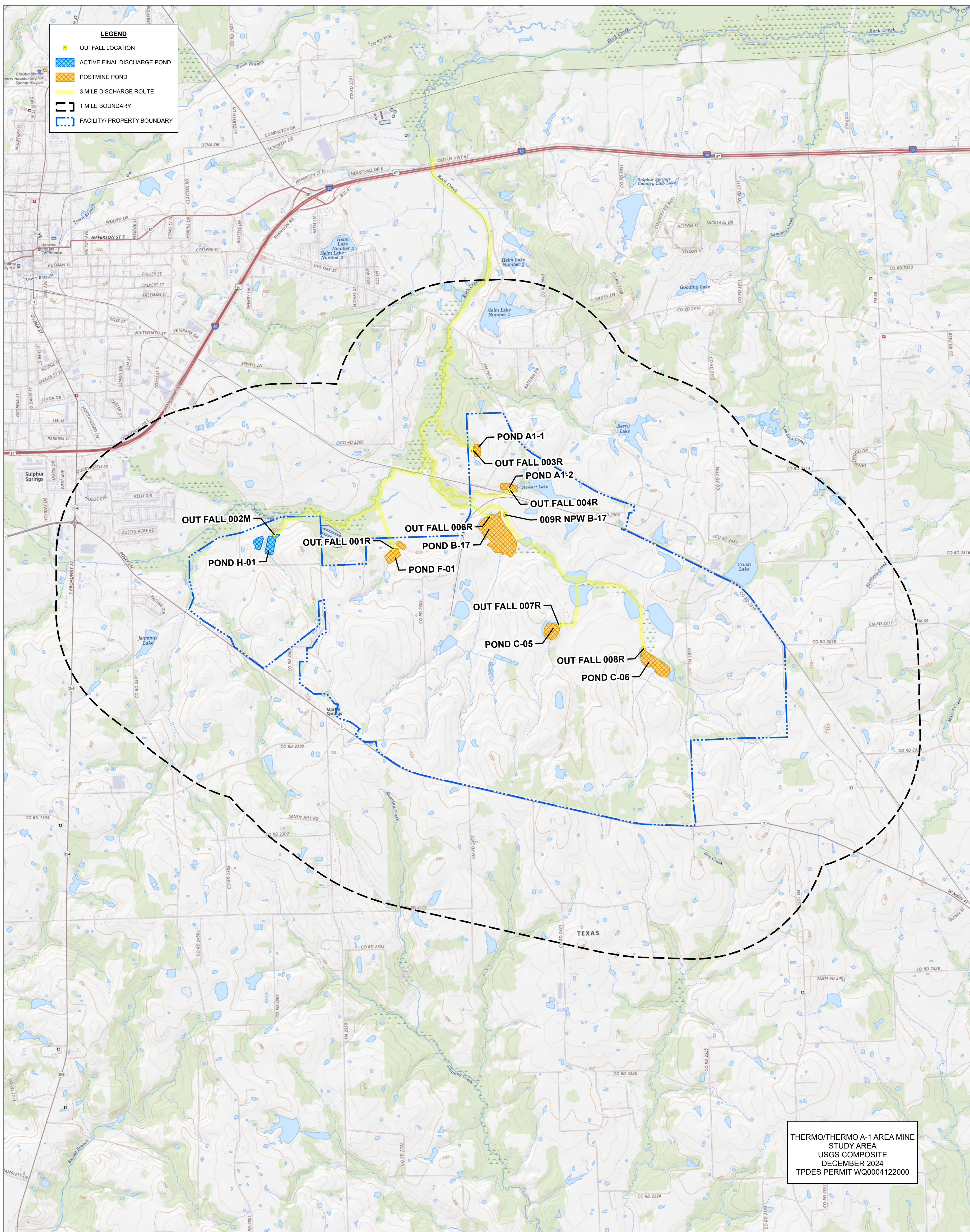
**AGUAS RESIDUALES Industriales /AGUAS PLUVIALES**

*El siguiente resumen se proporciona para esta solicitud de permiso de calidad del agua pendiente que está siendo revisada por la Comisión de Calidad Ambiental de Texas según lo requerido por el Capítulo 39 del Código Administrativo de Texas 30. La información proporcionada en este resumen puede cambiar durante la revisión técnica de la solicitud y no es una representación ejecutiva fedérale de la solicitud de permiso.*

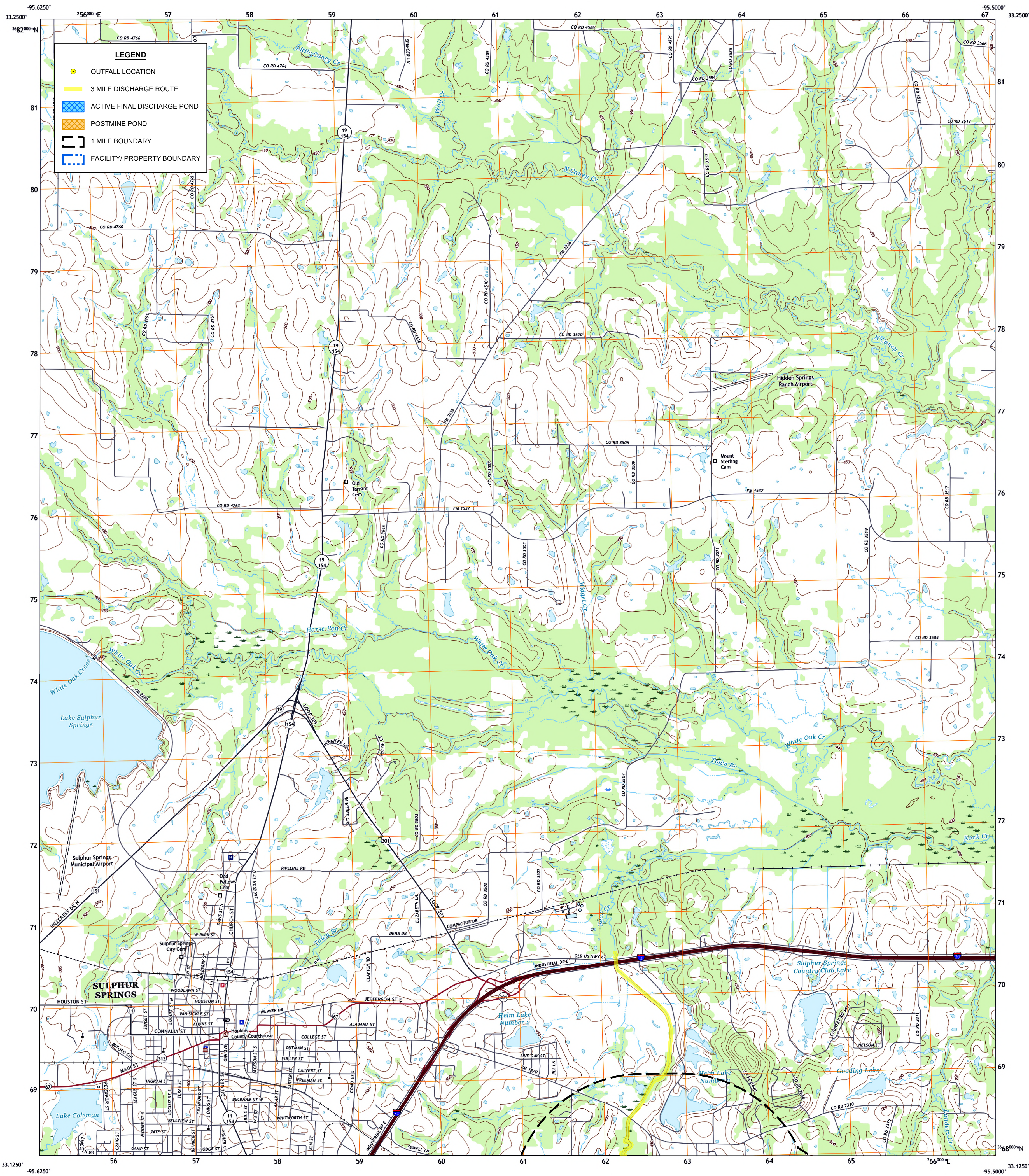
Luminant Mining Company LLC (CN6032710016) opera Monticello-Thermo Lignite Mining Area RN103013892, una instalación de minería a cielo abierto. La instalación está ubicada en la intersección de County Road 2308 y Farm-to-Market Road 1870, al sureste de la ciudad de Sulphur Springs, en el, Condado de Hopkins, Texas 75482. Las aguas residuales de esta instalación se descargan en estanques; de allí a afluentes sin nombre de Rock Creek y/o Rock Creek; de allí a White Oak Creek; de allí al río Sulphur/South Sulphur en el segmento 0303 de la cuenca del río Sulphur.

Se espera que las descargas de la instalación contengan drenaje, agua subterránea de pozos mineros y agua de pozos de drenaje. Las aguas residuales producidas en la instalación consisten en drenaje de la mina, escorrentía de aguas superficiales de áreas mineras activas y escorrentía posterior a la minería y se tratan mediante sedimentación. Se puede agregar un polielectrolito directamente a los estanques de sedimentación de sólidos en suspensión. Algunos estanques de aguas residuales tienen sumideros de clarificación asociados que no reciben escorrentía directa, pero sirven para tratar lotes de aguas residuales que se bombean hacia ellos desde los estanques. Las aguas residuales tratadas serán vertidas al río receptor mediante emisarios adecuados.





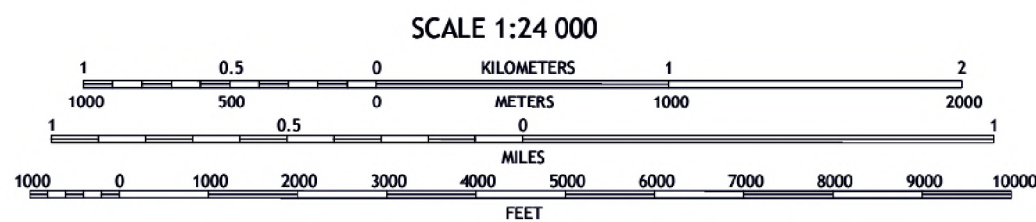
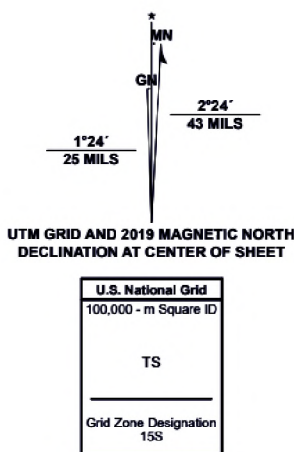




Produced by the United States Geological Survey

North American Datum of 1983 (NAD83) Projection and 1000-meter grid: Universal Transverse Mercator, Zone 15S  
This map is not a legal document. Boundaries may be generalized for this map scale. Private lands within government reservations may not be shown. Obtain permission before entering private lands.

Imagery: N.A.P. September 2016 - November 2016  
Roads: U.S. Census Bureau, 2015 - 2018  
Names: U.S. Census Bureau, 2015 - 2018  
Hydrography: National Hydrography Dataset, 2003 - 2018  
Contours: National Elevation Dataset, 2004  
Boundaries: Multiple sources; see metadata file 2019 - 2021  
Wetlands: FWS National Wetlands Inventory Not Available

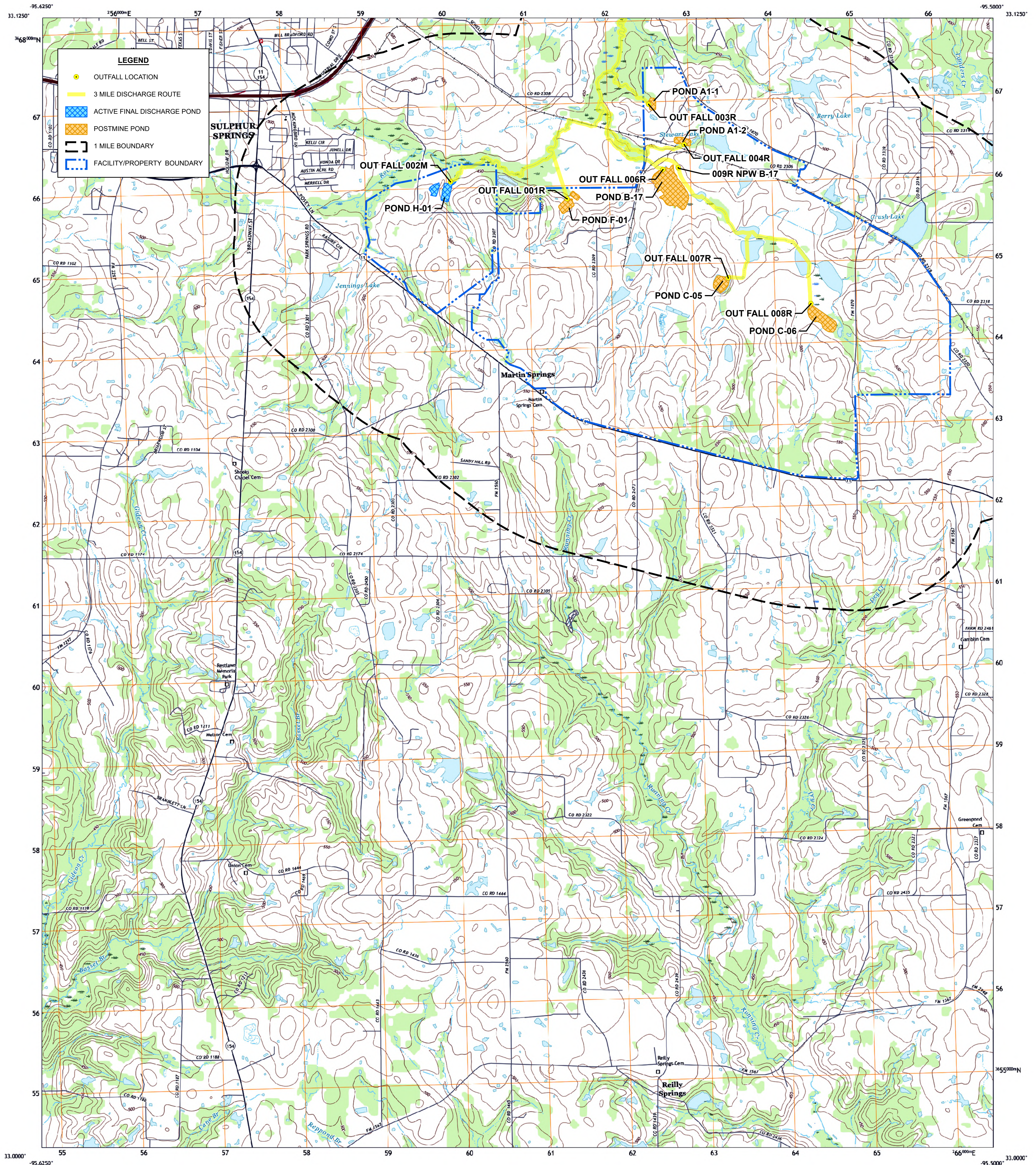


CONTOUR INTERVAL 10 FEET  
NORTH AMERICAN VERTICAL DATUM OF 1988  
This map was produced to conform with the National Geospatial Program US Topo Product Standard.



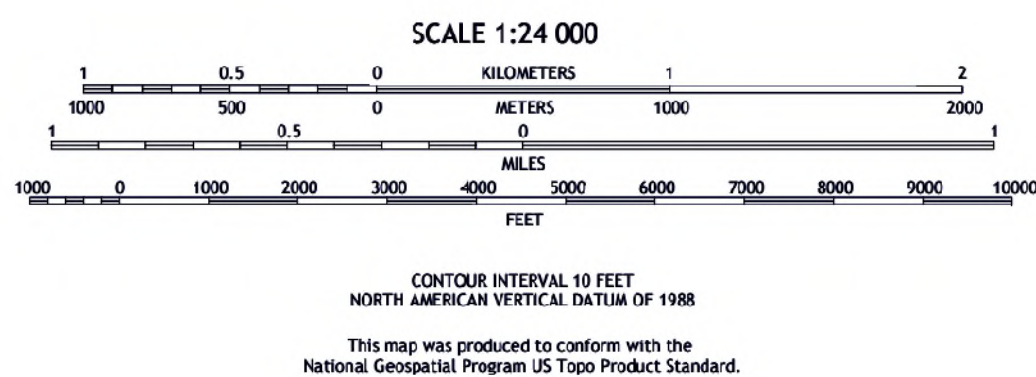
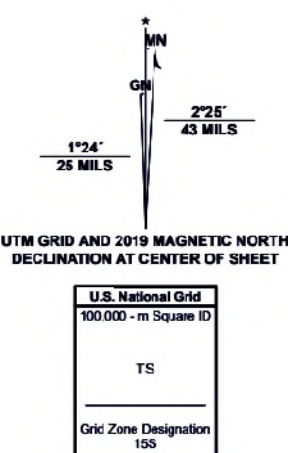
|   |   |   |                      |
|---|---|---|----------------------|
| 1 | 2 | 3 | 1 Cooper South       |
| 4 | 5 | 6 | 2 Tera               |
| 7 | 8 | 9 | 3 Sulphur Bluff      |
|   |   |   | 4 Gafford Chapel     |
|   |   |   | 5 Olike              |
|   |   |   | 6 Braethear          |
|   |   |   | 7 Sulphur Springs SE |
|   |   |   | 8 Como               |





Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84) Projection and  
1 000-meter grid/Universal Transverse Mercator, Zone 15S  
This map is not a legal document. Boundaries may be  
generalized for this map scale. Private lands within government  
reservations may not be shown. Obtain permission before  
entering private lands.

Imagery.....NAIP, September 2016 - November 2016  
Roads.....U.S. Census Bureau, 2015 - 2018  
Names.....GNIS, 1979 - 2021  
Hydrography.....National Hydrography Dataset, 2003 - 2018  
Contours.....National Elevation Dataset, 2004  
Boundaries.....Multiple sources; see metadata file 2019 - 2021  
Wetlands.....FWS National Wetlands Inventory Not Available



|   |   |   |
|---|---|---|
| 1 | 2 | 3 |
| 4 | 5 | 6 |
| 7 | 8 | 9 |

ADJOINING QUADRANGLES

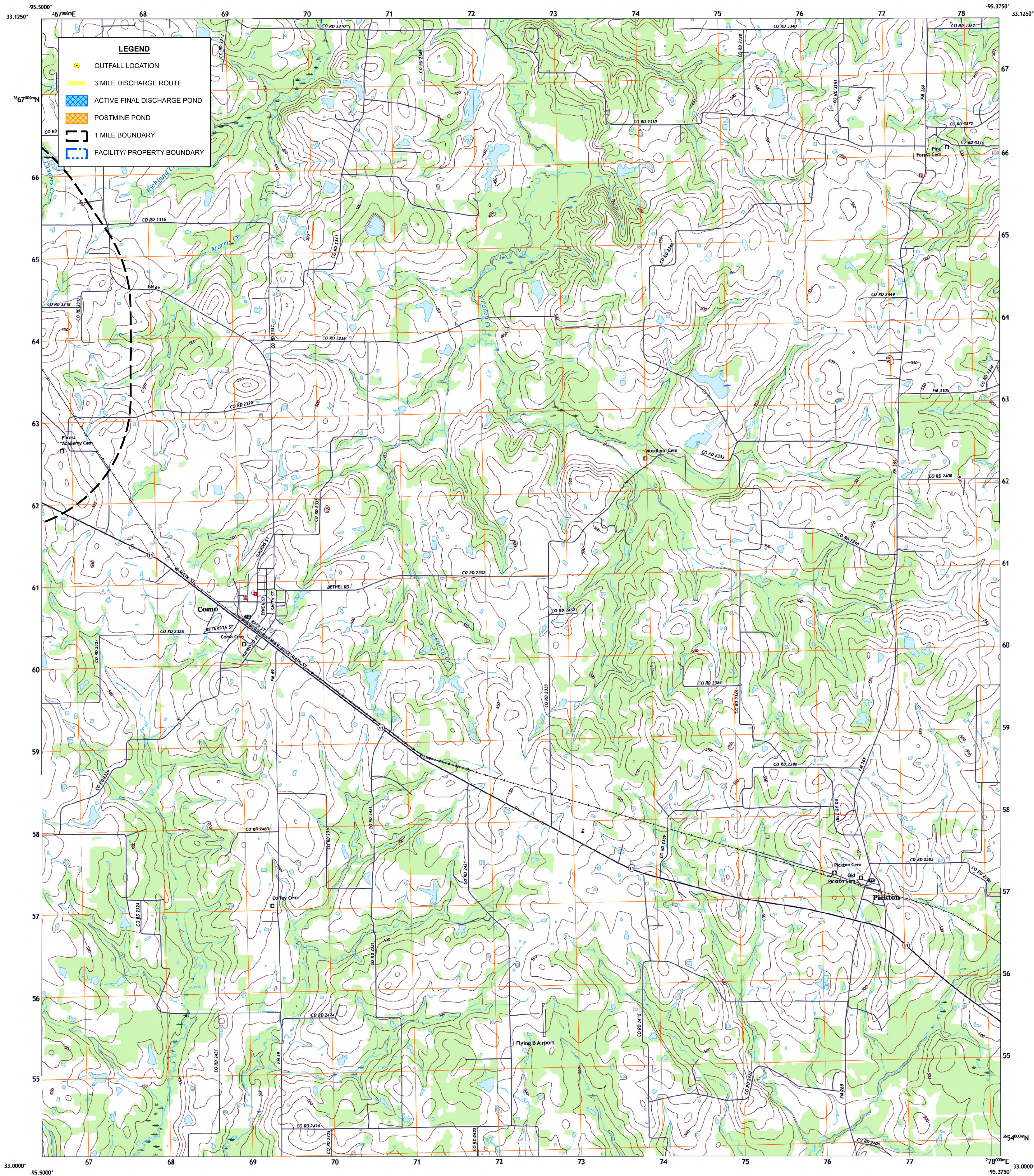
**ROAD CLASSIFICATION**

Expressway  
Secondary Hwy  
Ramp

Local Connector  
Local Road  
4WD  
US Route  
State Route

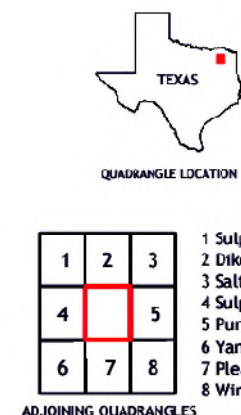
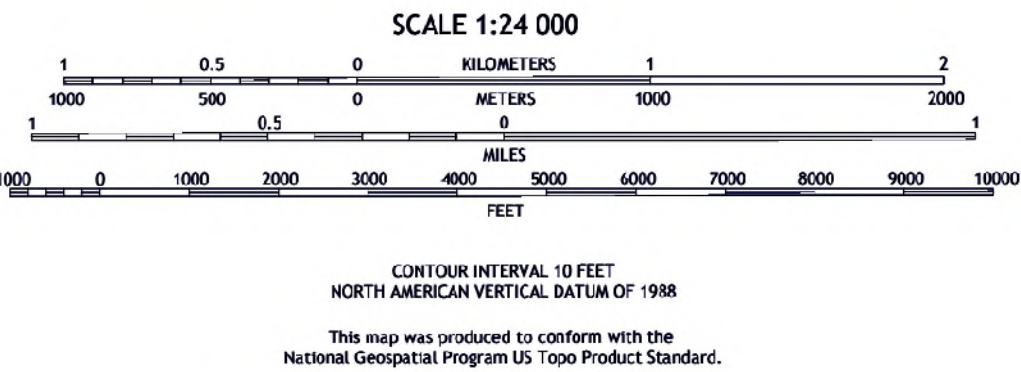
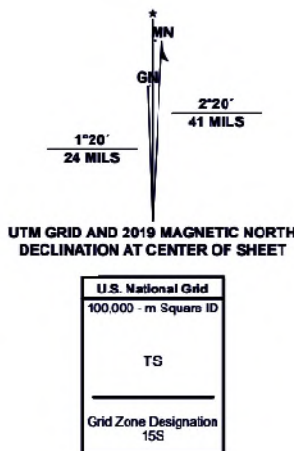
**THERMO MINE**  
D-2 (2 OF 3)  
TPDES PERMIT NO. WQ0004122000  
**SULPHUR SPRINGS SE, TX**  
2022





Produced by the United States Geological Survey  
North American Datum of 1983 (NAD83)  
World Geodetic System of 1984 (WGS84). Projection and  
1 000-meter grid: Universal Transverse Mercator, Zone 15S  
This map is not a legal document. Boundaries may be  
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Imagery.....NAIP, September 2016 - November 2016  
Roads.....U.S. Census Bureau, 2015 - 2018  
Names.....U.S. Census Bureau, 2015 - 2018  
Hydrography.....National Hydrography Dataset, 2003 - 2018  
Contours.....National Elevation Dataset, 2004  
Boundaries.....Multiple sources; see metadata file 2019 - 2021  
Wetlands.....FWS National Wetlands Inventory Not Available



**ROAD CLASSIFICATION**

Expressway  
Secondary Hwy  
Ramp  
Interstate Route  
Local Connector  
Local Road  
4WD  
US Route  
State Route

**THERMO MINE**  
D-3 (3 OF 3)  
TPDES PERMIT NO. WQ0004122000

**COMO, TX**  
2022

|   |   |   |
|---|---|---|
| 1 | 2 | 3 |
| 4 | 5 | 6 |
| 7 | 8 | 9 |

ADJOINING QUADRANGLES

1 Sulphur Springs  
2 Oke  
3 Saltillo  
4 Sulphur Springs SE  
5 Purley  
6 Yantis  
7 Pleasant Grove  
8 Winsboro