



Administrative Package Cover Page

This file contains the following documents:

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



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

SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

Summary of Application (in plain language) 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 of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your 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 you 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. After filling in the information for your facility delete these instructions.

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 DOMESTIC 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.

Sandow Mud No.1 (CN606168508) proposes to operate the Wastewater Treatment Facility 2 (RN112245121), a wastewater treatment facility. The facility will be located at approximately 2 miles south and 0.75 west of the intersection of CR 455 and FM 112, in Lexington, Lee County, Texas 78947. The facility is sized to serve industrial, commercial, and single family. The full buildout average daily flow is projected to be 6.0 MGD but for this permit the maximum will be 0.9 MGD for the 3 phases. The facility's permitted flow rate was selected to allow for fluctuations, inflow, and infiltration that may enter the collection system.

Discharges from the facility are expected to contain five-day biological oxygen demand (BOD₅), total suspended solids (TSS), ammonia nitrogen (NH₃-N), phosphorous (P), and dissolved oxygen (DO). The municipal wastewater will be treated by a conventional activated sludge

process plant and the treatment units will include a bar screen, aeration basins, clarifiers, chlorine contact basins, and sludge digesters.

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

AGUAS RESIDUALES DOMÉSTICAS /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.

Sadow MUD No. 1 (CN606168508) propone operar la instalación de tratamiento de aguas residuales 2 (RN112245121), una instalación de tratamiento de aguas residuales. La instalación estará ubicada en aproximadamente 2 millas al sur y 0,75 millas al oeste de la intersección de FM 455 y FM 112, en Lexington, Condado de Lee, Texas 78947. La instalación está dimensionada para abastecer a sectores industriales, comerciales y unifamiliares. Se proyecta que el flujo diario promedio total sera en ultima instancia de 6.0 MGD, pero para este permiso el máximo será de 0.9 MGD para 3 fases. El caudal permitido de la instalación se seleccionó para permitir las fluctuaciones del flujo, la entrada, y la infiltración que puedan ingresar al sistema de recolección.

Se espera que las descargas de la instalación contengan materia orgánica del agua residual basada en 5 días (BOD₅), sólidos suspendidos totales (SST), nitrógeno amoniacal (NH₃-N), fósforo (P), y oxígeno disuelto (DO). El agua residual municipal. **estará** tratado por una instalación de proceso de lodos activados convencional y las unidades de tratamiento incluirán una pantalla de barras, tanques de aireación, tanques clarificadores, tanques de contacto con cloro, y digestores de lodos.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



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

PROPOSED PERMIT NO. WQ0016846001

APPLICATION. Sandow Municipal Utility District No. 1, ABHR c/o Duggan Baker, 919 Congress Avenue, Suite 1500, Austin, Texas 78701, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016846001 (EPA I.D. No. TX0148156) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 900,000 gallons per day. The domestic wastewater treatment facility will be located approximately 2.11 miles southwest of the intersection of Farm-to-Market Road 112 and County Road 455, near the city of Lexington, in Lee County, Texas 78947. The discharge route will be from the plant site to Sand Branch; thence to an unnamed lake; thence to Sand Branch; thence to Cross Creek; thence to Middle Yegua Creek; thence to Yegua Creek; thence to Sommerville Lake. TCEQ received this application on July 9, 2025. The permit application will be available for viewing and copying at Giddings Public Library and Cultural Center, Desk on the first floor across from the references desk, 276 North Orange Street, Giddings, Texas prior to the date this notice is published in the newspaper. The application, including any updates, and associated notices are available electronically at the following webpage:

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

<https://gisweb.tceq.texas.gov/LocationMapper/?marker=-97.163333,30.440277&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.**

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

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

AGENCY CONTACTS AND INFORMATION. All public comments and requests must be submitted either electronically at <https://www14.tceq.texas.gov/epic/eComment/>, or in writing to the Texas Commission on Environmental Quality, Office of the Chief Clerk, MC-105, P.O. Box 13087, Austin, Texas 78711-3087. Please be aware that any contact information you provide, including your name, phone number, email address and physical address will become part of the agency's public record. For more information about this permit application or the permitting process, please call the TCEQ Public Education Program, Toll Free, at 1-800-687-4040 or visit their website at www.tceq.texas.gov/goto/pep. Si desea información en Español, puede llamar al 1-800-687-4040.

Further information may also be obtained from Sandow Municipal Utility District No. 1 at the address stated above or by calling Mr. Alan Gardenhire, VP of Operations, Sandow Lake Ranch Venture, LLC, at (512) 446 - 8543.

Issuance Date: August 4, 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

PERMISO PROPUESTO NO. WQ0016846001

SOLICITUD. Sandow Municipal Utility District No. 1, ABHR c/o Duggan Baker, 919 Congress Avenue, Suite 1500, Austin, Texas 78701 ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para el propuesto Permiso No. WQ0016846001 (EPA I.D. No. TX 0148156) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de 900,000 galones por día. La planta estará ubicada aproximadamente 2.11 millas al suroeste de la intersección de Farm-to-Market Road 112 y Country Road 455, cerca de la ciudad de Lexington, en el Condado de Lee, Texas 78947. La ruta de descarga será desde el sitio de la planta hasta Sand Branch; de ahí a un lago sin nombre; de ahí a Sand Branch; de ahí a Cross Creek; de ahí a Middle Yegua Creek; de ahí a Yegua Creek; de ahí al Lago Sommerville. La TCEQ recibió esta solicitud el Julio 9, 2025. La solicitud para el permiso estará disponible para leerla y copiarla en Biblioteca Pública y Centro Cultural de Giddings, escritorio en el primer piso frente al mostrador de referencias, 276 North Orange Street, Giddings, antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web: <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

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=-97.163333,30.440277&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.**

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 correos siguientes (1) la lista de correo permanente para recibir los avisos del 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.

INFORMACIÓN DISPONIBLE EN LÍNEA. Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en www.tceq.texas.gov/goto/cid. Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

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 Sandow Municipal Utility District No. 1 a la dirección indicada arriba o llamando a Sr. Alan Gardenhire VP of Operations, Sandow Lake Ranch Venture, LLC al (512) 446 - 8543.

Fecha de emisión: 4 de agosto de 2025



July 25th, 2025

Abesha Michael
Applications Review and Processing Team (MC148)
Water Quality Division

RE: Application for Proposed Permit No.: WQ0016846001 (EPA I.D. No. TX0148156)
Applicant Name: Sandow Municipal Utility District No. 1 (CN606168508)
Site Name: Wastewater Treatment Facility 2 (RN112245121)
Type of Application: New

Dear Abesha Michael:

This letter serves to transmit the response to the items requested for the administrative review of the Application for a New TPDES Permit No. WQ0016846001 (EPA I.D. No. TX0148156)

1. Section III, item 25 on page 2 of the Core Data Form (CDF) and Section 10A on page 8 of the administrative report 1.0: the application indicates the location description of the facility is approximately 2 miles south and 0.75 west of the intersection of CR 455 and FM 112. As per the google map attachment, the description of the location is: approximately 2.11 miles southwest of the intersection of Farm-to-Market Road 112 and County Road 455, near the city of Lexington, in Lee county, Texas 78947. Please confirm and submit the updated facility location description on the following pages of the CDF, Page 8 of the application, Plain Language Summary (PLS) English and Spanish, and Supplement Permit Information Form (SPIF).

Acknowledged. The comments listed above have been addressed. Please see Appendix A for the updated corresponding sheets.

2. Section 9, item D on page 7 of the Administrative Report: The owner of the land where the treatment facility is SLR Property 1 LP which is different from the applicant. We need a deed, or a long-term lease agreement signed by both parties. If SLR Property 1 LP is the not the owner of land and Sandow Municipal Utility District No. 1 is the owner of the land, please submit a revised page 7. Attachment 23, Longterm Lease Agreement is incomplete. Please submit the full lease agreement document which shows the applicant and the landowner's pages.

Acknowledged. The draft lease agreement is included in Appendix B and the executed document will be provided to TCEQ upon approval at the Sandow MUD No.1 board meeting on 7/29/2025.

3. Section 13, USGS Map, Appendix F, on page 10 of the administrative report: Thank you for USGS topographic map. However, the map is insufficient because the map does not delineate the applicant property boundary. Please confirm the applicant property is the same as facility property. If not, please submit a revised map.

Acknowledged. The comments listed above have been addressed. Please see Appendix B of the response for the updated USGS Map. An updated version of the SPIF USGS map has also been included.

4. 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.

The following portion of the NORI did not contain any errors.

APPLICATION. Sandow Municipal Utility District No. 1, ABHR c/o Duggan Baker, 919 Congress Avenue, Suite 1500, Austin, Texas 78701, has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0016846001 (EPA I.D. No. TX0148156) to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 900,000 gallons per day. The domestic wastewater treatment facility will be located approximately 2.11 miles southwest of the intersection of Farm-to-Market Road 112 and County Road 455, near the city of Lexington, in Lee County, Texas 78947. The discharge route will be from the plant site by gravity to Sand Branch; thence to an unnamed pond; thence to a second unnamed pond; thence to Sand Branch again; thence to Cross Creek; thence to Yegua Creek; and thence to Sommerville Lake. TCEQ received this application on July 9, 2025. The permit application will be available for viewing and copying at Giddings Public Library and Cultural Center, Desk on the first floor across from the references desk, 276 North Orange Street, Giddings, in Lee 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.

Further information may also be obtained from Sandow Municipal Utility District No. 1 at the address stated above or by calling Mr. Alan Gardenhire, VP of Operations, at (512) 446 - 8543.

5. 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.

The word doc for the translated NORI into Spanish is attached to this email.

**ATTACHMENT A.
Location Description Change**

E. Owner of effluent disposal site:

Prefix: N/A

Last Name, First Name: Click to enter text.

Title: Click to enter text.

Credential: Click to enter text.

Organization Name: Click to enter text.

Mailing Address: Click to enter text.

City, State, Zip Code: Click to enter text.

Phone No.: Click to enter text.

E-mail Address: Click to enter text.

If the landowner is not the same person as the facility owner or co-applicant, attach a lease agreement or deed recorded easement. See instructions.

Attachment: Click to enter text.

F. Owner sewage sludge disposal site (if authorization is requested for sludge disposal on property owned or controlled by the applicant):

Prefix: N/A

Last Name, First Name: Click to enter text.

Title: Click to enter text.

Credential: Click to enter text.

Organization Name: Click to enter text.

Mailing Address: Click to enter text.

City, State, Zip Code: Click to enter text.

Phone No.: Click to enter text.

E-mail Address: Click to enter text.

If the landowner is not the same person as the facility owner or co-applicant, attach a lease agreement or deed recorded easement. See instructions.

Attachment: Click to enter text.

Section 10. TPDES Discharge Information (Instructions Page 31)

A. Is the wastewater treatment facility location in the existing permit accurate?

☐ Yes ☒ No

If no, or a new permit application, please give an accurate description:

The wastewater treatment facility is located approximately 2.11 miles southwest of the intersection of Country Road 455 and Farm-to-Market Road 112

B. Are the point(s) of discharge and the discharge route(s) in the existing permit correct?

☐ Yes ☒ No

If no, or a new or amendment permit application, provide an accurate description of the point of discharge and the discharge route to the nearest classified segment as defined in 30 TAC Chapter 307:

The wastewater treatment facility effluent flows by gravity to Sand Branch, thence to an unnamed pond located southeast of the wastewater treatment facility property, thence to a second unnamed pond located on the east, thence to Sand Branch again, thence to Cross Creek, thence to Yegua Creek, and thence to Sommerville Lake (Classified Segment 1212).

City nearest the outfall(s): Lexington

County in which the outfalls(s) is/are located: Lee County

C. Is or will the treated wastewater discharge to a city, county, or state highway right-of-way, or

18. Telephone Number (512) 518-2434	19. Extension or Code	20. Fax Number (if applicable) () -
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SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If "New Regulated Entity" is selected, a new permit application is also required.)								
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information								
The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Wastewater Treatment Facility No.2								
23. Street Address of the Regulated Entity: (No PO Boxes)								
	City		State		ZIP		ZIP + 4	
24. County								

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

25. Description to Physical Location:	The wastewater treatment facility is located approximately 2.11 miles southwest of the intersection of Country Road 455 and Farm - to-Market Road 112.							
26. Nearest City				State		Nearest ZIP Code		
Lexington				Tx		78947		
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).								
27. Latitude (N) In Decimal:		30.44015			28. Longitude (W) In Decimal:		-97.163403	
Degrees	Minutes	Seconds		Degrees	Minutes	Seconds		
30	26	24.54		97	09	48.25		
29. Primary SIC Code (4 digits)		30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)		32. Secondary NAICS Code (5 or 6 digits)		
4952		0000		221320		562219		
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)								
Wastewater Treatment								
34. Mailing Address:	Allen Boone Humphries Robinson LLP; Attn: Steve Robinson							
	919 Congress Avenue Suite 500							
	City	Austin	State	TX	ZIP	78701	ZIP + 4	
35. E-Mail Address:		dbaker@abhr.com						
36. Telephone Number			37. Extension or Code			38. Fax Number (if applicable)		
(512) 518-2434						() -		

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL
TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

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

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

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

The following applies to all applications:

1. Permittee: Sandow MUD No.1

Permit No. WQ00

EPA ID No. TX

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

The wastewater treatment facility is located approximately 2.11 miles southwest of the intersection of Country Road 455 and Farm-to-Market Road 112.



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

Summary of Application (in plain language) 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 of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your 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 you 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. After filling in the information for your facility delete these instructions.

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 DOMESTIC 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.

Sandow Mud No.1 (CN606168508) proposes to operate the Wastewater Treatment Facility No.2 (RN N/A), a wastewater treatment facility. The facility will be located at approximately 2.11 miles south west of the intersection of Country Road 455 and Farm-to-Market Road 112, in Lexington, Lee County, Texas 78947. The facility is sized to serve industrial, commercial, and single family. The full buildout average daily flow is projected to be 6.0 MGD but for this permit the maximum will be 0.9 MGD for the 3 phases. The facility's permitted flow rate was selected to allow for fluctuations, inflow, and infiltration that may enter the collection system.

Discharges from the facility are expected to contain five-day biological oxygen demand (BOD₅), total suspended solids (TSS), ammonia nitrogen (NH₃-N), phosphorous (P), and dissolved oxygen (DO). The municipal wastewater will be treated by a conventional activated sludge

process plant and the treatment units will include a bar screen, aeration basins, clarifiers, chlorine contact basins, and sludge digesters.

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

AGUAS RESIDUALES DOMÉSTICAS /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.

Sadow MUD No. 1 (CN606168508) propone operar la instalación de tratamiento de aguas residuales No.2 RN N/A, una instalación de tratamiento de aguas residuales. La instalación estará ubicada en aproximadamente 2,11 millas al suroeste de la intersección de Country Road 455 y Farm-to-Market Road 112 , en Lexington, Condado de Lee, Texas 78947. La instalación está dimensionada para abastecer a sectores industriales, comerciales y unifamiliares. Se proyecta que el flujo diario promedio total sera en ultima instancia de 6.0 MGD, pero para este permiso el máximo será de 0.9 MGD para 3 fases. El caudal permitido de la instalación se seleccionó para permitir las fluctuaciones del flujo, la entrada, y la infiltración que puedan ingresar al sistema de recolección.

Se espera que las descargas de la instalación contengan materia orgánica del agua residual basada en 5 días (BOD_5), sólidos suspendidos totales (SST), nitrógeno amoniacal (NH_3-N), fósforo (P), y oxígeno disuelto (DO). El agua residual municipal. **estará** tratado por una instalación de proceso de lodos activados convencional y las unidades de tratamiento incluirán una pantalla de barras, tanques de aireación, tanques clarificadores, tanques de contacto con cloro, y digestores de lodos.

**ATTACHMENT B.
Draft Lease Agreement**

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF LEASE
(WASTEWATER TREATMENT PLANT FACILITY NO. 2)

STATE OF TEXAS §
§
COUNTY OF LEE §

This Memorandum of Lease is made as of [_____], 2025, between **SLR PROPERTY I, LP**, a Delaware limited partnership (“Landlord”), whose mailing address is 2100 Ross Ave, Ste 900, Dallas, Texas 75201, Attn: Joe Kidwell, and **SANDOW MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas**, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (“Tenant”), whose mailing address is c/o Allen Boone Humphries Robinson LLP 919 Congress, Suite 1500, Austin, Texas 78701, Attn: Trey Lary.

1. Landlord, in consideration of the rent reserved and the other terms and conditions contained in a certain Ground Lease Agreement (the “Lease”) between Landlord and Tenant dated effective as of [____], 2025 (the “Effective Date”), has leased to Tenant the premises described on Exhibit A attached hereto (the “Premises”), located in Lee County, Texas.
2. The Term of the Lease is fifty (50) years, commencing on the Effective Date, unless earlier terminated in accordance with the terms and conditions of the Lease. Tenant has two (2) options to the extend the Term of the Lease, for ten (10) years each.
3. This Memorandum of Lease is subject to all of the terms and conditions set forth in the Lease, which are incorporated herein by reference and made a part hereof, as fully as though copied verbatim herein. In the event of a conflict between this Memorandum of Lease and the Lease, the Lease shall prevail.

[Remainder of page intentionally left blank. Signature pages follow.]

EXECUTED as of the date first above written.

LANDLORD:

SLR PROPERTY I, LP,

a Delaware limited partnership

By: SLR Property I GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: Authorized Signatory

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, Authorized Signatory of SLR Property I GP, LLC, a Delaware limited liability company, general partner of SLR PROPERTY I, LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED as of the date first above written.

TENANT:

SANDOW MUNICIPAL UTILITY DISTRICT NO. 1,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: President, Board of Directors

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of
_____, 2025, by _____, President, and
_____, Secretary, of the Board of Directors of SANDOW MUNICIPAL
UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas, on behalf of said political
subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT A to Memorandum

LEGAL DESCRIPTION

BEING a 32.717 acre (1,425,169 square foot) tract of land situated in the John C Hunter Survey, Abstract No. 159, Lee County, Texas, and being a portion of a called 3518.618 acre tract of land described as Tract 017 in the Special Warranty Deed to SLR Property, L, LP recorded in Volume 1307, Page 805 of the Deed Records of Lee County, Texas, said 32.717 acre (1,425,169 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a TxDOT brass monument found in the common northeasterly line of said 3518.618 acre tract of land and the southwesterly right-of-way line of Farm to Market Road 112 (variable width right-of-way) at station 1028+94.00, from which a TxDOT brass monument found for corner in the common northeasterly line of said 3518.618 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 112 at station 1019+95.00 bears North 53 degrees 34 minutes 46 seconds West, a distance of 904.54 feet; **THENCE** South 35 degrees 21 minutes 52 seconds West, over and across said 3518.618 acre tract of land, a distance of 10,018.28 feet to a 5/8 inch iron rod with cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described 32.717 acre (1,425,169 square foot) tract of land and having a grid coordinate of N=10,138,980.01 and E=3,296,194.62;

THENCE South 22 degrees 45 minutes 38 seconds East, a distance of 1,179.42 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE South 67 degrees 14 minutes 22 seconds West, a distance of 1,208.37 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE North 22 degrees 45 minutes 38 seconds West, a distance of 1,179.42 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE North 67 degrees 14 minutes 22 seconds East, a distance of 1,208.37 feet to the **POINT OF BEGINNING** and containing 1,425,169 square feet or 32.717 acres of land.

**GROUND LEASE AGREEMENT
(Wastewater Treatment Plant Facility No. 2)**

Between

SLR PROPERTY I, LP,
as Landlord,

And

SANDOW MUNICIPAL UTILITY DISTRICT NO. 1,
as Tenant

Dated as of [_____], 2025

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EXHIBITS

EXHIBIT A – SITE

EXHIBIT B – MEMORANDUM OF LEASE

**GROUND LEASE AGREEMENT
(Wastewater Treatment Plant)**

THIS GROUND LEASE AGREEMENT (this “**Lease**”) is effective as of [____], 2025 (the “**Effective Date**”), by and between **SLR PROPERTY I, LP**, a Delaware limited partnership (“**Landlord**”), and **SANDOW MUNICIPAL UTILITY DISTRICT NO. 1**, a political subdivision of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution, Chapter 7986A, Special District Local Laws Code, and Chapters 49 and 54, Texas Water Code, as amended (“**Tenant**”).

W I T N E S S E T H:

WHEREAS, Landlord owns real property containing approximately 32.717 acres of land located in Lee County, Texas, as more particularly described on Exhibit A attached hereto (“**Site**”);

WHEREAS, Tenant desires construct, operate, and manage a wastewater treatment facility on the Site, including all Improvements (as defined herein) necessary for such facility, each as approved by Landlord in accordance with the terms of this Lease (collectively, the “**Project**”); and

WHEREAS, Landlord and Tenant desire to enter into this Lease for the purpose of leasing the Site to Tenant to design, construct, operate, manage, and maintain the Project.

NOW, THEREFORE, subject to the terms, provisions, and conditions of this Lease, and each in consideration of the duties, covenants, and obligations of the other hereunder. Landlord does hereby lease, demise and let unto Tenant and Tenant does hereby lease from Landlord the Site, together with (a) any easements of record and appurtenant to the Site; (b) any and all portions of the Project (defined hereafter) on the Site; and (c) any and all other appurtenances, rights, privileges, roads, streets, alleyways, rights of way and easements benefiting, belonging to or pertaining to the Site, but subject and subordinate to all matters of record in the real property records of Lee County, Texas, to the extent such matters are filed against record title to the Site and comprising (or deemed to comprise) Permitted Encumbrances (the Site and such appurtenant rights are hereinafter collectively referred to as the “**Premises**”); provided, however, there is reserved and expressly excluded from the conveyance hereunder all of Landlord’s right, title and interest, if any, in and to all water (and any associated water rights), oil, gas, and other minerals located in, on, or under or that may be produced from the Premises, including, but not limited to, all of the royalty interests, overriding royalty interests, and all other interests of any kind owned or acquired by Landlord in the mineral estate in, on, and under the Premises; provided, however, Landlord hereby waives all rights of ingress and egress over the surface of the Premises for the purpose of exploring developing, mining, or drilling such oil, gas and other minerals; it being specifically agreed that no operation relating to such mineral reservation will be conducted on the surface of the Premises. Notwithstanding anything to the contrary, nothing herein shall be construed as prohibiting or restricting Landlord and Landlord’s successors and assigns from (i) using the surface of any lands other than the Premises for activities related to the development or production of the oil, gas, and other minerals in and under the Premises or (ii) exploring, developing or producing the oil, gas, and other minerals in and under the Premises by pooling or

by directional or horizontal drilling under the Premises from well or mine sites located on lands other than the Premises. Upon the written request of either Landlord or Tenant, Landlord and Tenant shall execute, deliver and record the Memorandum of Lease in the form attached hereto as Exhibit B, which such Memorandum of Lease shall attach the final legal description of the Premises.

ARTICLE 1

CERTAIN DEFINITIONS

For purposes of this Lease, the following terms shall have the meanings respectively indicated:

1.1 “**Assignment**” shall mean the sale, exchange, assignment, or other disposition of all of Tenant’s interest in this Lease and the leasehold estate created thereby, whether by operation of Law or otherwise.

1.2 “**Bankruptcy Code**” means Title 11 of the United States Code or any successor hereinafter enacted.

1.3 “**Business Days**” means any weekday day on which national banks may be lawfully open for business.

1.4 “**Construction Period**” means the period beginning on the Effective Date and ending on the date sixty (60) months thereafter.

1.5 “**District**” has the meaning ascribed to such term in Section 54.001(1) of the Texas Water Code.

1.6 “**Extension(s)**” means (a) one option for ten (10) additional Lease Years following the expiration of the Primary Term (the “**First Extension**”) and (b) one option for ten (10) additional Lease Years following the expiration of the First Extension (the “**Second Extension**”).

1.7 “**Improvements**” means the buildings, landscaping, entrances, exits, parking and related amenities and fixtures, as more fully set forth, and subject to the standards and limitations contained in Section 4.2, and any alterations thereto, as may be permitted by this Lease.

1.8 “**Lease Year**” means a period of one (1) calendar year. The first Lease Year shall commence at 12:00 a.m. on the Effective Date and shall end at midnight on the date which is one (1) year thereafter.

1.9 “**person**” or “**Person**” means any individual or other District.

1.10 “**Permitted Encumbrances**” means with respect to the Premises: (A) real estate taxes, assessments and other governmental levies, fees or charges imposed with respect to the Site which are not yet due and payable; (B) zoning, building codes and other land use laws regulating the use or occupancy of the Site or the activities conducted thereon which are imposed by any governmental authority having jurisdiction over the Site; (C) easements, covenants,

conditions, restrictions and other similar matters of record affecting title to the Site as of Effective Date; (D) discrepancies, conflicts in boundary lines, shortages in area, encroachments and any state of facts which an ALTA/NSPS survey of the Site would disclose as of the Effective Date or which are shown on the public records as of the Effective Date; (E) equipment liens and financing statements in effect as of the Effective Date; and (F) any pre-existing agricultural leases.

1.11 **“Personal Property”** means all furniture, fixtures and equipment, including without limitation, machinery, apparatus, fittings, bathroom and plumbing equipment and fixtures, heating, ventilating and air-conditioning equipment and fixtures, lighting fixtures, bathroom or plumbing equipment, refrigeration, and other property owned by Tenant now or hereafter located on the Premises necessary for and used by Tenant in the operation of the business prescribed in Section 6.1.

1.12 **“Primary Term”** means a period of fifty (50) Lease Years, beginning on the Effective Date, unless this Lease is sooner terminated as hereinafter provided.

1.13 **“Prime Rate”** means the rate of interest being charged on the date in question by Bank of America (or its legal successor) as its “prime rate” to its commercial customers.

1.14 **“Sublease”** means any lease, sublease, occupancy, license, or concession agreement for the use or occupancy of space in the Project (other than this Lease).

1.15 **“Substantial Completion,” “Substantially Complete,” and “Substantially Completed”** shall mean, with respect to the Project, the satisfaction of the following conditions: (a) Tenant’s engineer delivers to Landlord a certification, that the Project has been performed (with the exception of minor punch list items and insubstantial details of construction, mechanical adjustment, or decoration) in accordance with the applicable plans and specifications approved by the applicable governmental authorities; and (b) Tenant shall have obtained and delivered to Landlord a copy of the certificate of completion, building final certificate, certificate occupancy or temporary certificate of occupancy, as applicable, with respect to the Project.

1.16 **“Subtenant”** means any tenant, subtenant, licensee or other occupant of space in the Project (other than Tenant).

1.17 **“Tenant Affiliate”** of Tenant means any municipal utility district which is the successor by merger or otherwise to all or substantially all of Tenant’s assets used in connection with Tenant’s operations at the Premises and liabilities.

1.18 **“Term”** means the Primary Term and any Extension exercised by Tenant.

ARTICLE 2

COMMENCEMENT AND TERM

2.1 Term.

(a) Primary Term. The Primary Term shall commence on the Effective Date and expire fifty (50) Lease Years thereafter.

(b) Extensions. Provided Tenant is not in default (beyond any applicable cure or grace period) under this Lease at the time of its exercise of the First Extension or the Second Extension, as the case may be, nor as of the commencement of the applicable Extension, Tenant may exercise either Extension by delivering written notice to Landlord (an “**Extension Notice**”) at least one hundred twenty (120) days prior to the expiration of the then current Term. Provided Tenant has timely delivered notice of such Extension as required pursuant to the previous sentence, the Term of this Lease shall be automatically extended and the term of the applicable Extension shall commence automatically at the expiration of the prior term. For the avoidance of doubt, the right to exercise the Extensions set forth herein shall inure to the benefit of the permitted successors and assigns of Tenant under this Lease, and may be exercised by any Tenant Mortgagee on behalf of Tenant. If Tenant fails to timely deliver an Extension Notice following notice to Landlord of the existence of a Tenant Mortgagee pursuant to Section 18.2 below, Landlord shall notify each such Tenant Mortgagee, and each such Tenant Mortgagee shall have fifteen (15) business days after receipt of such notice from Landlord to deliver an Extension Notice to Landlord on behalf of Tenant, which Extension Notice shall be binding on Tenant and Landlord hereunder. Upon request of either party, Landlord and Tenant shall execute and deliver a lease amendment or such other memorandum confirming the exercise of any such Extension, and the then-current Term (as so extended).

(c) Surrender Upon Termination. Upon Landlord’s termination of this Lease as to all or any portion of the Premises, whether solely due to the expiration of the applicable Term or otherwise, Tenant shall surrender to Landlord all possession of the Premises or the portion thereof as to which this Lease was terminated (the “**Surrendered Premises**”). Upon such termination, the leasehold estate created hereby and all of Tenant’s right, title and interest in and to the Surrendered Premises and to all subleasehold estates and interests therein created pursuant to this Lease, shall automatically (without further documentation) revert to and become the sole property of Landlord. While further documentation is expressly not required under this Lease, Tenant shall execute any documents and do any acts reasonably requested by Landlord to evidence the transfer of possession, title, interests and rights as provided in this Section 2.1(c), including without limitation, the execution, acknowledgement and recordation of quitclaim deeds, assignments, and other conveyance instruments. This Lease shall terminate without further notice upon the expiration of the Term and any holding over by Tenant after the expiration of the Term shall not constitute a renewal of this Lease or give Tenant any rights hereunder or to the Premises, except as otherwise provided in this Lease. Landlord and Tenant acknowledge and agree that this Lease cannot be extended or modified except by a writing signed by Landlord and Tenant. Notwithstanding the foregoing or anything to the contrary contained in this Lease, to the extent that Landlord exercises the Conveyance Option (as hereinafter defined) pursuant to Section 24.1, this Section 2.1(c) shall not apply to the Conveyed Premises (as hereinafter defined).

ARTICLE 3 **RENT**

3.1 Rent.

(a) Rent. Beginning on the Effective Date and on the first day of each anniversary of the Effective Date thereafter, Tenant agrees to pay as herein provided, in advance and in lawful money of the United States of America, without deduction, offset, prior notice or demand, and at such place or places as Landlord may from time to time designate, the Annual Rent defined in Section 3.1(b) below; provided, further, at Landlord's election and written request, Tenant shall, to the extent permitted under the DFA (as defined herein) and permitted under applicable law and regulations, including, without limitation, any regulations promulgated by the Texas Commission on Environmental Quality (such regulations, the "TCEQ Rules"), reimburse Landlord as additional rent those amounts set forth in Article 8 below.

(b) Base Annual Rent. The "**Annual Rent**" shall be **One and No/100 Dollar** (\$1.00) per Lease Year from the Effective Date and each anniversary of the Effective Date thereafter.

3.2 Late Charge. In the event that Tenant shall fail to pay any portion of Rent on the date which is five (5) days after the day on which such payment is due, there shall be added to such unpaid amount a late charge of five percent (5%) of the amount owed, in order to compensate Landlord for the extra administrative expenses incurred. In addition, from and after the date which is ten (10) days after the due date, the total amount then due shall bear interest at the annual rate (the "**Default Rate**") which is the lesser of (a) the Prime Rate plus seven percent (7%), or (b) the highest lawful rate, until paid in full. Landlord and Tenant stipulate and agree that Landlord will incur additional expenses in collecting any delinquent payments and the late charges provided for herein are intended to compensate Landlord for overhead and other expenses likely to be incurred in collecting delinquent accounts. Landlord and Tenant further stipulate and agree that the late charges are not "interest" and it is not the intent of the parties to contract for, charge or receive interest in excess of the maximum lawful amount.

3.3 Annual and Monthly Rent During Extension Term. Annual Rent during any Extensions shall be the same as the Annual Rent during the Primary Term.

3.4 All Sums Rent. Notwithstanding anything contained in this Lease to the contrary, all amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of Section 502(b)(6) (or any comparable successor provision) of the Bankruptcy Code and for all other purposes.

ARTICLE 4 **DELIVERY OF THE PREMISES; CONSTRUCTION OF THE PROJECT**

4.1 Delivery of the Premises.

(a) Tenant shall rely solely upon its own inspection, investigation and analysis of the Premises in entering into this Lease and will not rely in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information

or material furnished by Landlord or its representatives or consultants, whether oral or written, express or implied, of any nature whatsoever regarding any such matters. Tenant has leased and hereby leases the Premises from Landlord, Tenant shall be deemed to have accepted the Premises (i) in its "AS IS", "WHERE IS", "WITH ALL FAULTS" condition without any representation or warranty by Landlord or any of Landlord's representatives or consultants, whether expressed, implied or statutory (all of which shall be waived by Tenant and disclaimed by Landlord to the fullest extent permitted by applicable law), and (ii) subject to all Permitted Encumbrances. Except for matters which constitute Permitted Encumbrances, no patent or latent condition affecting the Premises in any way, such as but not limited to the matters contemplated in this Section 4.1, whether or not known or discoverable or hereafter discovered, shall affect Tenant's obligation to lease, develop and use the Premises as provided in this Lease, nor give rise to any right of damages, rescission or otherwise against Landlord or any of Landlord's representatives or consultants. Landlord shall have no responsibility or obligation to Tenant, or any other parties, for or in connection with any such matters, whether known or unknown, and whether or not they are the matters that have been or are the subject of reporting to or supervision of any governmental entities. Tenant further acknowledges that Landlord does not have any obligation to perform any repairs, maintenance, tenant improvement work, finish-out work, remediation, clean-up or other renovation or other work whatsoever and that Tenant shall be responsible for all site work, site investigations, utility connections, and improvements. Tenant's execution and delivery of this Lease shall be conclusive evidence that Tenant has inspected the Premises and is familiar with its condition, including, without limitation, availability of utilities, and thereafter Tenant shall accept the Premises as being in good and satisfactory condition and suitable for Tenant's intended purposes. In the event of any defect or deficiency of any nature in the Premises or any fixture or other item constituting a portion thereof, whether patent or latent, Landlord shall have no responsibility or liability with respect thereto. THE PROVISIONS OF THIS ARTICLE 4 HAVE BEEN NEGOTIATED IN GOOD FAITH BY, AND FREELY ACCEPTED BY, BOTH TENANT AND LANDLORD, AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION BY LANDLORD OF, AND TENANT DOES HEREBY DISCLAIM, ANY AND ALL WARRANTIES BY LANDLORD, EXPRESS, IMPLIED OR STATUTORY, WHETHER ARISING PURSUANT TO THE UNIFORM COMMERCIAL CODE OR ANOTHER LAW NOW OR HEREAFTER IN EFFECT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

4.2 Construction of the Project.

(a) Conditions of Construction. Before the construction of the Project is commenced on the Premises, and before any building materials have been delivered to the Premises with respect to the construction of the Project, Tenant shall comply with all the conditions set forth in this Section 4.2.

(b) Construction of Project. The Project shall be designed and constructed by Tenant in accordance with sound engineering principles and in compliance with all applicable requirements of any regulatory authority, including the requirements of Texas law and regulations of the Texas Commission on Environmental Quality and the Texas Department of Health as to the design, plans, and specifications. The Project shall comply in all material

respects with the plans and specifications for the Project approved by Landlord in writing (such approval not to be unreasonably withheld, conditioned or delayed) (the “**Landlord Approved Plans**”). The Project to be constructed on the Site shall be as generally described in such Landlord Approved Plans in all material respects as may be updated from time to time with Landlord’s reasonable approval. Once construction of the Project has commenced, Tenant shall use commercially reasonable efforts to Substantially Complete the Project within the Construction Period; provided, however, in the event that Tenant shall fail to cause the Project to be Substantially Completed by the expiration of the Construction Period, then Landlord shall have the right, but not the obligation, to immediately terminate this Lease, whereupon this Lease shall become null and void and of no further force or effect; provided, further, in the event that Tenant fails to Substantially Complete such Project prior to the expiration of the Construction Period, then such Construction Period shall be extended for a reasonable period of time thereafter so long as Tenant is continually pursuing Substantial Completion with reasonably diligent efforts. Tenant shall be entitled to erect building signs, monument signs and pylon signs as part of the Project, in such number, height, location and design as are set out in the Landlord Approved Plans, subject to the requirements of all applicable federal, state, municipal, or governmental authorities.

(c) Required Governmental Permits. Tenant shall procure and deliver to Landlord upon Landlord’s written request, at Tenant’s expense, evidence of Tenant’s compliance with all applicable codes, ordinances, regulations, and requirements for permits and approvals, including, but not limited to, grading permits, building permits, zoning and planning requirements, and approvals from various governmental agencies and bodies having jurisdiction with respect to the Project. Tenant will use commercially reasonable efforts to procure the approval of the final plans and specifications by any and all federal, state, municipal, and other governmental authorities, offices, and departments having jurisdiction in the matter, to the extent required.

(d) Insurance During Construction. Before starting construction of the Project, Tenant shall deliver to Landlord evidence reasonably satisfactory to Landlord that Tenant has obtained or caused its developer or general contractor to carry the following insurance coverage: worker’s compensation insurance covering all persons employed in connection with the work and the insurance described in Section 10.2, Tenant shall maintain the insurance described above at all times during which construction is in progress.

(e) Zoning, Easements and Dedications. From time to time, Landlord shall, upon the reasonable request of Tenant, execute such consents, authorizations, applications, site plans, plats, requests, dedications, easements and other documents and instruments as may be necessary or desirable in connection with Tenant’s development of the Premises for the use permitted by this Lease, including, without limitation, zoning applications, utility easements, street dedications and closure instruments, site plans and platting instruments. Upon Landlord’s election and written notice, Tenant shall reimburse Landlord for any and all reasonable out-of-pocket expenses of Landlord arising out of this Section 4.2(e).

(f) Permits, Certificates & Plans. Tenant shall, promptly upon written request by Landlord, provide Landlord with copies of all building permits and temporary or final certificates of occupancy or similar documents relating to the Premises. As soon as is reasonably

practicable after Substantial Completion of the Project, and in any event prior to the date that Tenant begins operations of the Project, Tenant shall furnish Landlord with a full set of the final construction plans and specifications, together with a description of material changes, if any, from the Landlord Approved Plans.

(g) Protection of Landlord. Landlord shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable law and to inspect the Premises in relation to the construction of the Project at all reasonable times. Tenant shall not suffer or permit to be enforced against the Premises or any part of it any mechanic's, materialmen's, contractor's or subcontractor's lien arising from the construction of the Project. Tenant may in good faith and at Tenant's own expense contest the validity of any such asserted lien, claim or demand, provided Tenant has furnished such bond or security satisfactory to Landlord in Landlord's reasonable discretion. TO THE EXTENT ALLOWED BY APPLICABLE LAW, TENANT SHALL INDEMNIFY, DEFEND, PROTECT AND HOLD LANDLORD HARMLESS FROM AND AGAINST ALL LIABILITY AND LOSS OF ANY TYPE ARISING OUT OF WORK PERFORMED ON THE PREMISES BY THROUGH OR UNDER TENANT OR OTHERWISE WITH TENANT'S PERMISSION AND/OR APPROVAL. TOGETHER WITH REASONABLE ATTORNEYS' FEES AND ALL COSTS AND EXPENSES INCURRED BY LANDLORD IN NEGOTIATING, SETTLING, DEFENDING OR OTHERWISE PROTECTING AGAINST SUCH CLAIMS.

(h) Landlord's Right to Discharge Lien. If a final judgment is rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and Tenant fails to stay the execution of the judgment by lawful means or pay the judgment, Landlord shall have the right, but not the duty, to pay or otherwise discharge or prevent the execution of the judgment or lien. Tenant shall reimburse Landlord for all sums paid by Landlord, together with all Landlord's reasonable attorneys' fees and costs, plus interest on any amount paid by Landlord at the rate of ten percent (10%) per annum from the date of payment until the date of reimbursement.

(i) No Liability of Landlord. The submittal to Landlord of any conceptual plans and/or the final construction plans and specifications for the Project or any other action taken or deemed taken by Landlord with respect thereto under the provisions of this Lease shall not constitute an opinion or representation by Landlord as to the sufficiency of said plans and specifications nor impose any present or future liability or responsibility upon the Landlord.

4.3 **[Intentionally Omitted].**

4.4 **Encroachments, etc.** If the Project constructed upon the Premises by Tenant at any time during the term of this Lease shall encroach upon any property, street or right-of-way adjoining or adjacent to the Site, or shall violate the agreements or conditions contained in any restrictive covenant affecting the Premises or any part thereof, or shall impair the rights of others under or hinder or obstruct any easement or right-of-way to which the Premises are subject, then, as soon as is reasonably practicable after the written request of Landlord or any person affected by any such encroachment, violation, impairment, hindrance or obstruction, Tenant shall, at Tenant's expense, either (i) obtain effective waivers or settlements of all claims, liabilities and damages resulting from each such encroachment, violation, impairment, hindrance or obstruction

whether the same shall affect Landlord, Tenant or both, or (ii) make such changes in the improvements on the Premises and take such other action as shall be necessary to remove such encroachments, hindrances or obstructions and to end such violations or impairments, including, if necessary, the alteration or removal of any improvement on the Premises. Any such alteration or removal shall be made in conformity with the requirements of this Article 4 and Article 11.

4.5 **Title to Project.** The title to the Project, including all buildings, improvements and fixtures appurtenant thereto, and all changes, additions and alterations therein, and all renewals and replacements thereof, when made, erected, constructed, installed or placed upon the Site by, through or under Tenant, or with the permission and/or approval of Tenant, shall be and remain in Tenant until the expiration of the Term of this Lease, unless sooner terminated as provided herein. Upon the expiration or sooner termination of this Lease and provided Landlord does not require Tenant to remove the Project from the Site according to Section 4.6 below, title to all such property shall automatically pass to, vest in and belong to Landlord without further action on the part of either party. Notwithstanding the forgoing, Tenant agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered by others with rights therein, to Landlord upon the expiration or earlier termination of this Lease, as requested, a proper recordable instrument quitclaiming and releasing to Landlord all right, title and interest of Tenant (or such other parties) in and to the Premises and any portion of the Project remaining thereon, and to give such further assurances of title as may be required by Landlord or its successors, assigns or title insurers. Tenant shall upon such lease termination surrender and deliver the Premises and all remaining portions of the Project not removed as provided above to the possession and use of Landlord, without delay and in good order, condition and repair, ordinary wear and tear excepted, and in a neat, clean and safe condition, excepting only Tenant's or any subtenant's movable trade fixtures, machinery, equipment and personal property. So long as Tenant retains ownership of the property contemplated in this Section 4.5, Tenant shall be entitled to claim depreciation thereof for tax purposes. For the avoidance of doubt, nothing contained herein shall conflict with or contravene the conditional reimbursement mechanism set forth in that certain Development Financing Agreement, as may be amended or modified from time to time (the "DFA") by and between Tenant, as the "District" thereunder, and Landlord, as the "Developer" thereunder, including, without limitation Article II of the DFA. Notwithstanding the foregoing or anything to the contrary contained in this Lease, to the extent that Landlord exercises the Conveyance Option pursuant to Section 24.1, this Section 4.5 shall not apply to the Conveyed Premises.

4.6 **Removal or Demolition.** Within thirty (30) days after the expiration or earlier termination of this Lease, Landlord may, by written notice to Tenant within such 30-day period, at Landlord's sole option, require Tenant, at Tenant's sole cost and expense, to remove, demolish and clear off the Site, including any and all portions of the Project, and any other property of whatsoever nature placed or owned by Tenant or any successors in interest thereon whether or not affixed to the Site or to the Project. If Landlord exercises such option, Tenant shall commence promptly after receipt of Landlord's notice, and within one hundred and eighty (180) days after receipt of such notice (subject to extension on account of events of Force Majeure), complete such demolition and clearing, which work shall be done in accordance with all provisions of this Lease governing the performance of work on the Site. Such removal further shall be done in accordance with an excavation, demolition, and removal plan (the "**Removal/Restoration Plan**") reasonably approved in advance by Landlord (which such

Removal/Restoration Plan shall be deemed to have been approved by Landlord if Landlord fails to object to same in writing within thirty (30) days after the proposed Removal/Restoration Plan are received by Landlord with a letter from Tenant conspicuously styled in bold, all-capital letters as follows “**REMOVAL/RESTORATION PLAN - TIME SENSITIVE**”) and in accordance with all applicable laws, codes, and ordinances. Tenant shall restore the Site, including, without limitation, damages to adjacent surfaces by Tenant or its agents or contractors, to a graded, properly filled, level and uniform condition, free from all excavations and debris. The obligations of Tenant under this Section 4.6 shall survive any expiration or termination of this Lease. Notwithstanding the foregoing or anything to the contrary contained in this Lease, to the extent that Landlord exercises the Conveyance Option pursuant to Section 24.1, this Section 4.6 shall not apply to the Conveyed Premises.

ARTICLE 5

INDEPENDENT COVENANTS

5.1 **Independent Covenants.** Tenant acknowledges and agrees that the covenants and agreements under this Lease are independent of one another and Tenant’s obligations under this Lease (including, without limitation, the payment of Rent) and the rights of Landlord under this Lease, shall be absolute, unconditional and irrevocable. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated or modified pursuant to an express provision of this Lease.

ARTICLE 6

USE

6.1 **Use.** The Premises shall be used and occupied by Tenant (and its permitted assignees and subtenants) for the Project unless otherwise approved by Landlord in writing, which such approval shall not be unreasonably withheld, conditioned or delayed.

6.2 **Nuisance.** Tenant shall not commit or suffer to be committed upon the Premises any nuisance or thing which may disturb the quiet enjoyment of any other person or business within a reasonable distance from the Premises.

6.3 **Laws.** Tenant shall, at Tenant’s sole cost and expense, comply with all federal, state, county and municipal laws, ordinances, orders, rules and regulations (collectively, “**Laws**”) applicable to the use, operation, maintenance, condition, structure or occupancy of the Premises, including, without limitation, Laws relating to the environment, persons with disabilities, construction and occupational health and safety. To the extent allowed by applicable law, Tenant shall, however, indemnify, protect, defend and save Landlord harmless from and against any and all fines, levies, or penalties incurred by Landlord as a result of any such non-compliance.

6.4 **Miscellaneous.** Tenant will promptly comply with the terms of and perform the Landlord’s obligations under all restrictive covenants currently of record, if any, or such additional restrictive covenants as may be hereafter placed of record with the consent of Tenant,

other than liens for the benefit of Landlord's mortgagee, provided that such additional restrictive covenants shall not unreasonably interfere with Tenant's use of the Premises for the purposes set forth herein.

6.5 **Operating Standard**. Tenant covenants and agrees to operate, manage, and maintain the Project in accordance with accepted good practices commensurate with the manner of operation of wastewater treatment plants of similar composition and age located in the same geographical area as the Premises. Tenant shall handle complaints and concerns in a professional manner in accordance with the standard of care applicable to operators of wastewater treatment plants of similar composition and age located in the same geographical area as the Premises. The foregoing covenants shall also bind any assignee of all or any part of Tenant's interest in this Lease or the Premises.

ARTICLE 7

BOND LEASE; INDEMNITY

7.1 **Bond Lease**. This is a bond lease, absolutely net to Landlord. The term "**bond lease**" as used herein, means that Landlord has no obligations under this Lease except to collect rent as it becomes due and payable and as otherwise expressly set forth herein, and the use of such term is not intended to create any additional obligations or increase any existing obligations of the Tenant except as expressly set forth in this Lease.

7.2 Indemnity

(a) Tenant Indemnity. To the extent allowed by applicable law, Tenant shall indemnify, protect, defend and save Landlord, its successors and assigns, managers, members, partners, employees, officers, agents, and representatives (collectively, "**Landlord Indemnified Parties**"), harmless from and against, and shall reimburse the Landlord Indemnified Parties for, all liabilities, obligations, losses, claims, damages, penalties, costs, charges, judgments and expenses including without limitation, reasonable attorneys' fees and expenses, which may be imposed upon or incurred or paid by or asserted against any of the Landlord Indemnified Parties by reason of or in connection with Tenant's construction of Improvements upon the Premises or Tenant's use or occupancy of the Premises, including, without limitation, any of the following occurring during the Term of this Lease or relating to occurrences taking place during the Term of this Lease:

(i) any accident, injury, death or damage to any person or property occurring in, on or about the Premises or any portion thereof or any adjacent street, alley, sidewalk, curb, or passageway, if any, or from events occurring in, on, under or about the Premises;

(ii) all construction and any changes, alterations, repairs and anything done in, on or about the Premises or any part thereof in connection with such changes, alterations and repairs;

(iii) the use, non-use, occupation, condition, operation, maintenance or management of the Premises or any part thereof, or any adjacent street, alley, sidewalk, curb, or passageway, if any;

(iv) any willful misconduct or grossly negligent act or omission on the part of Tenant or any of its subtenants, agents, contractors, servants, employees, space tenants, licenses or invitees;

(v) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof;

(vi) any violation by Tenant (or by any agent, contractor, or licensee then upon or using the Premises) of any provision of this Lease, or any breach of any law, regulation, or ordinance by Tenant or its agents, customers, invitees, concessionaires, contractors, servants, vendors, materialmen, or suppliers; or

(vii) the condition of the Premises, or of any buildings or other structures now or hereafter situated thereon, or the fixtures or personal property thereon or therein.

THE INDEMNIFICATION PROVIDED BY TENANT IN FAVOR OF THE LANDLORD INDEMNIFIED PARTIES PURSUANT TO THIS SECTION 7.2, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SHALL COVER ALL SUCH MATTERS EVEN IF IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE LANDLORD INDEMNIFIED PARTIES, BUT NOT TO THE EXTENT CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SUCH LANDLORD INDEMNIFIED PARTIES.

7.3 **Defense of Claims.** In case of any action brought against Landlord or any of such Landlord Indemnified Parties by reason of any claim or occurrence mentioned in this Article 7, such party shall promptly notify Tenant in writing thereof, and Tenant shall at Tenant's expense resist and defend such action or proceeding, in Landlord's name and such parties' names, if necessary, by a counsel designated by Tenant and approved by such party, which approval shall not be unreasonably withheld or delayed; provided, however, that any failure of any such parties to give such notice to Tenant shall not affect Tenant's obligations of indemnification contained in this Lease unless such failure materially and adversely affects Tenant's liability hereunder. The obligations of Tenant under Section 7.2 arising by reason of any such occurrence or claim taking place during the term of this Lease shall survive for two (2) years after any expiration or termination of this Lease. The terms and provisions of this Article 7 shall not in any way be affected by the absence of insurance covering such occurrence or claim or by the failure or refusal of any insurance company to perform any obligation on its part. Neither Landlord nor such parties shall be liable to Tenant or to Tenant's officers, shareholders, directors, employees, subtenants, patrons, agents, customers or visitors, for any damages to persons or property caused by any act of negligence of Tenant, its agents or employees, or due to fire, tornado, or other casualty, or due to Tenant's operation or management of the Premises, or due to any building on the Premises and appurtenances thereon being improperly constructed, or being or becoming out of repair.

ARTICLE 8
TAXES AND ASSESMENTS, UTILITIES, MAINTENANCE

8.1 Ad Valorem Taxes.

(a) Landlord and Tenant acknowledge that Tenant is a political subdivision and as such, is exempted from taxation pursuant to Section 11.11, Texas Tax Code, and therefore, the leasehold estate of Tenant created by this Lease is exempt from ad valorem property taxes. Nothing contained in this Lease is intended to change the degree to which the interest or estate of Tenant created by this Lease is subject to ad valorem property taxes; however, to the extent assessed, Landlord shall bear and pay such taxes before the same shall become delinquent, and shall indemnify, save, and hold harmless Tenant from the payment of, any and all taxes, assessments, license fees, excises, imposts, fees, and charges of every sort, nature and kind (collectively, “**Tax**”), which during the Term are or might be levied, assessed, charged, or imposed upon or against the Premises or the interest or estate of Tenant or Landlord in and to the Site. Upon Landlord’s election and written notice, Tenant shall, to the extent permitted under the DFA and permitted under applicable law and regulations, including, without limitation, the TCEQ Rules, reimburse Landlord’s payment of any and all Taxes paid in connection with the Premises. If the transfer of fee simple title to the Premises alone results in the levy, assessment, charge, or imposition of ad valorem taxes against the Premises or causes the Premises to become subject to such levy or assessment, the successor Landlord shall be responsible for the payment of such taxes, and Tenant shall have no liability therefor.

(b) Right to Contest. If the imposition of any Tax shall be deemed by Tenant or Landlord to be improper, illegal, or excessive, either Landlord or Tenant may, in its own name, dispute and contest the same, the other party shall reasonably cooperate with the party contesting any such Tax, and, in such event and to the extent permitted by applicable law, any such Tax need not be paid until adjudged to be valid; provided, however, the contesting party shall first notify the other party in writing of such dispute and contest and shall comply with the requirements of liens permitted hereunder or authorized by Landlord and related documents concerning the contest of such Tax. The non-contesting party shall cooperate with the contesting party to perform any requests as may be reasonably requested by the contesting party in connection with the contesting party’s dispute or contest of any Tax, including without limitation, the execution of any necessary documents, communicating with or aiding in obtaining approvals from regulatory agencies required, etc. Unless so contested, any Tax shall be paid by Landlord within the time provided by applicable law, and if contested, any such Tax shall be paid before the imposition of a lien on the Premises with respect thereto.

(c) Special Appraisal. To the extent that Landlord exercises its rights to the special appraisals provided by Subchapter C, D, E, F, or G of Chapter 23 of the Texas Tax Code with respect to the Site (or maintains such a special appraisal), the Tenant shall cooperate with Landlord to perform any requests as may be reasonably requested by Landlord in connection with Landlord’s applying for and obtaining a special appraisal and/or maintaining any special appraisal currently in place, including without limitation, the execution of any necessary documents, communicating with or aiding in obtaining approvals from regulatory agencies required, etc.

8.2 **Utilities.** Tenant shall be responsible for and promptly pay all charges incurred for all utility services to the Premises, including, but not limited to, telephone service, sanitary and storm sewer, water, natural gas, light, power, heat, steam, communications services, garbage collection, and electricity arising out of Tenant's use, occupancy, and possession of the Premises during the Term of this Lease. Tenant shall also pay for all maintenance upon such utilities. In no event shall Landlord be liable for any interruption or failure of utility service to the Premises.

8.3 **Maintenance, Repairs.** Subject to the provisions of Article 20 below relating to destruction of or damage to the Premises, Tenant agrees that at its own expense it will keep and maintain the Premises, including, without limitation, the roof, exterior, foundation, structural, and operational parts, equipment, paving, parking lots, and landscaping (including mowing of grass and care of shrubs), in good, clean condition and repair. LANDLORD SHALL HAVE NO OBLIGATIONS OR LIABILITIES OF ANY NATURE OR EXTENT FOR ANY REPAIR, MAINTENANCE OR REPLACEMENT OF ANY PART OF THE PROJECT OR THE PREMISES. Replacement and repair parts, materials, and equipment shall be of quality equivalent to those installed within the Premises in accordance with Section 4.2, and repair and maintenance work shall be done by Tenant at its expense in accordance with existing federal, state, and local laws, regulations, and ordinances pertaining thereto and in a first- class manner. Upon any termination of this Lease, Tenant shall, subject to the provisions of this Lease including Section 2.1(c), Section 4.5, Section 4.6, Article 17, Article 20, and Article 21, surrender the Premises (excluding the Personal Property) in a condition and repair similar to its original condition and repair on the Effective Date, reasonable wear and tear excepted, and shall surrender all keys for the Premises to Landlord at Landlord's address specified in Article 25. Upon the expiration or termination of this Lease, Tenant may remove from the Premises all of the Personal Property and all furniture, fixtures and equipment of Tenant and any Subtenant.

ARTICLE 9

HAZARDOUS SUBSTANCES

9.1 **Hazardous Substance. "Hazardous Substance(s)"** means any substance, matter, material, waste, or pollutant, the generation, storage, disposal, handling, release (or threatened release), treatment, discharge, or emission of which is regulated, prohibited, or limited under: (i) the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, as now or hereafter amended ("**RCRA**") (42 U.S.C. Sections 6901 et seq.), (ii) the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act of 1986, as now or hereafter amended ("**CERCLA**") (42 U.S.C. Sections 9601 et seq.), (i) the Clean Water Act, as now or hereafter amended ("**CWA**") (33 U.S.C. Sections 1251 et seq.), (iv) the Toxic Substances and Control Act, as now or hereafter amended ("**TSCA**") (15 U.S.C. Sections 2601 et seq.), (v) the Clean Air Act, as now or hereafter amended ("**CAA**") (42 U.S.C. Sections 7401 et seq.), (RCRA, CERCLA, CWA, TSCA and CAA are collectively referred to herein as the "**Federal Toxic Waste Laws**"), (vi) any local, state or foreign law, statute, regulation, or ordinance analogous to any of the Federal Toxic Waste Laws, and (vii) any other federal, state, local, or foreign law (including any common law), statute, regulation, or ordinance regulating, prohibiting, or otherwise restricting the placement, discharge, release, threatened release, generation, treatment, or disposal upon or into any environmental media of any substance, pollutant, or waste which is now or hereafter classified or considered to be hazardous or toxic. All of the laws, statutes,

regulations and ordinances referred to in subsections (vi) and (vii) above, together with the Federal Toxic Waste Laws are collectively referred to herein as “**Toxic Waste Laws**”. The term “**Hazardous Substances**” shall also include, without limitation, (a) gasoline, diesel fuel, fuel oil, motor oil, waste oil, and any other petroleum hydrocarbons, including any additives or other by-products associated therewith, (b) asbestos and asbestos-containing materials in any form, (c) polychlorinated biphenyls, and (d) any substance the presence of which on the Premises: (x) requires reporting or remediation under any Toxic Waste Law; (y) causes or threatens to cause a nuisance on the Premises or poses or threatens to pose a hazard to the health or safety of persons on the Premises; or (z) which, if it emanated or migrated from the Premises, could constitute a trespass, nuisance or health or safety hazard to persons on adjacent property.

9.2 **Hazardous Substances on Premises Prohibited.** Tenant shall not conduct, permit, or authorize the manufacturing, emission, generation, transportation, storage, treatment, existence or disposal at, in, on, under, above, or from the Premises of any Hazardous Substance without prior written authorization by Landlord, except for Hazardous Substances which are incidental to or required for Tenant’s operation of the Project at the Premises provided that such Hazardous Substances are to be stored, used, handled, and disposed of in full compliance with all Toxic Waste Laws and none of which require any special licenses or permits for their storage or use. Landlord shall have the right to withhold its authorization for any reason, or without cause, in its sole and absolute discretion.

9.3 **Compliance with Toxic Waste Laws.**

(a) **Compliance.** Tenant shall, at its sole cost and expense, comply with all applicable Toxic Waste Laws.

(b) **Communications.** Tenant shall promptly provide Landlord with copies of all written communications, permits, reports, sampling results, or agreements with and/or from any governmental authority or agency (federal, state, local, or foreign) or any other person relating in any way to the presence, release, threatened release, placement in, on under or about the Premises, or the manufacturing, emission, generation, transportation, storage, treatment, handling or disposal at or from the Premises, of any Hazardous Substance in violation of Toxic Waste Laws, including without limitation, the improper or unpermitted discharge of any substance into the local publicly owned water treatment facility (if any).

(c) **Tests.** If Landlord reasonably believes that Tenant has not complied or is not complying with any applicable Toxic Waste Laws, rules or permits relating in any way to the presence of Hazardous Substances on the Premises, upon not less than thirty (30) days prior written request by Landlord, Tenant shall conduct and provide Landlord with the results of appropriate tests of air, water, or soil to demonstrate that Tenant complies with all applicable Toxic Waste Laws, rules or permits relating in any way to the presence of Hazardous Substances on the Premises. If the results of such tests demonstrate that Tenant so complies, Landlord shall reimburse Tenant for the reasonable cost of such tests within thirty (30) days after delivery to Landlord of paid invoices therefor.

(d) **Right of Entry.** If Landlord reasonably believes that Tenant has not complied or is not complying with any applicable Toxic Waste Laws, rules or permits relating in

any way to the presence of Hazardous Substances on the Premises, and Landlord has requested and Tenant has failed, within thirty (30) days after written request therefor by Landlord, to furnish Landlord with results of appropriate tests described in Section 9.3(c), then, subject to the provisions of Section 9.6 below, Landlord and its agents and employees shall have the right to enter the Premises and/or conduct appropriate audits or evaluations (including, without limitation, soil and/or surface or groundwater sampling) for the purpose of ascertaining that Tenant complies with this Article 9. Any such entry and audits or evaluations shall be done in a manner reasonably intended to minimize interference with Tenant's normal business operations and upon not less than two (2) days prior written notice.

9.4 **Clean Up and Mitigation.** If the presence, release, threat of release, placement in, on under or about the Premises, or the generation, transportation, storage, treatment, or disposal at or from the Premises from and after the Effective Date, of any Hazardous Substance violates any Toxic Waste Laws or gives rise to liability (including, but not limited to, a response action, remedial action, removal action, or enforcement action) under the Toxic Waste Laws, or any common law theory based on nuisance or strict liability, Tenant shall promptly take any and all remedial, removal, or other action necessary to clean up or remediate the Premises, mitigate exposure to liability arising from such Hazardous Substance, as required by law, or cease taking or cause requisite corrective action(s) to be taken to preclude any or further (as the case may be) adverse environmental effects, regulatory enforcement actions or civil or criminal actions or proceedings. If a violation of the Toxic Waste Laws occurs during the term of this Lease, Tenant shall promptly take any and all remedial, removal, or other actions necessary to correct the violation.

9.5 **Indemnity.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, TENANT SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS THE LANDLORD INDEMNIFIED PARTIES (DEFINED IN SECTION 7.2) FROM ANY AND ALL LIABILITY, REASONABLE COSTS, REASONABLE EXPENSES, REASONABLE ATTORNEYS' FEES, REASONABLE REMEDIAL OR RESPONSE COSTS, REASONABLE INVESTIGATORY COSTS, AND SIMILAR REASONABLE EXPENSES ARISING OUT OF OR OTHERWISE ATTRIBUTABLE TO (I) ANY PRESENCE, RELEASE, THREAT OF RELEASE, PLACEMENT OF ANY HAZARDOUS SUBSTANCE AT, IN, ON, UNDER, ABOVE, FROM OR ABOUT THE PREMISES, OR (II) GENERATION, TRANSPORTATION, STORAGE, TREATMENT, OR DISPOSAL OF ANY HAZARDOUS SUBSTANCE AT OR FROM THE PREMISES, OR (III) ANY OFFSITE DISPOSAL BY, ON BEHALF OF, OR OTHERWISE ARRANGED BY OR FOR TENANT OF ANY MATERIALS, INCLUDING, WITHOUT LIMITATION, WASTES, LIQUIDS, SEMI-SOLIDS, AND REFUSE (WHETHER OR NOT DEEMED OR DETERMINED TO CONSTITUTE A HAZARDOUS SUBSTANCE), IN EACH CASE TO THE EXTENT FIRST OCCURRING, OR ARISING FROM EVENTS FIRST OCCURRING FROM AND AFTER THE EFFECTIVE DATE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, SUCH INDEMNITY OBLIGATION SHALL NOT BE SUBJECT TO ANY TERMINATION OR EXPIRATION OF THIS LEASE. THE INDEMNIFICATION PROVIDED BY TENANT IN FAVOR OF THE LANDLORD INDEMNIFIED PARTIES PURSUANT TO THIS SECTION 9.5, TO THE EXTENT ALLOWED BY APPLICABLE LAW, SHALL COVER ALL SUCH MATTERS EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE (BUT

EXPRESSLY EXCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ANY OF THE LANDLORD INDEMNIFIED PARTIES.

9.6 **Landlord's Right of Entry**. Landlord shall have the right but not the obligation, prior or subsequent to an event of default, without in any way limiting Landlord's other rights and remedies under this Lease, to enter onto the Premises or to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Substances present at the Premises in violation of Toxic Waste Laws. Any entry on the Premises or other action taken by Landlord must be done in a manner so as not to unreasonably interfere with Tenant's business at the Premises as prescribed in Section 6.1.

ARTICLE 10 **INSURANCE**

10.1 Tenant's Insurance.

(a) **Casualty Insurance**. Tenant shall, at its sole cost and expense, obtain and maintain (i) insurance upon and relating to the Site and the Project by "broad peril" form of insurance policy(ies) in amounts equal to 100% of the full insurable replacement value of the Project and Personal Property, such insurance policies to contain a "Replacement Cost Endorsement", and (ii) if not included in the broad peril policy described above, insurance covering the Personal Property in an amount equal to 100% of the original replacement value, in such form as may be reasonably required by Landlord. All such policies of insurance shall insure Tenant, any Tenant Mortgagee (as hereinafter defined), Landlord, and Landlord's mortgagee, as their interests may appear, and shall, as applicable, have a deductible that is no greater than \$100,000 (unless otherwise expressly approved in writing by Landlord).

(b) **Liability Insurance**. Tenant shall, at its sole cost and expense, obtain and maintain a (i) commercial general liability insurance, insuring both Landlord, Landlord's mortgagee, and Tenant and any Tenant Mortgagee against all claims, demands, or actions arising out of or in connection with injury to or death of a person or persons and for damage to or destruction of property occasioned by or arising out of or in connection with the use or occupancy of the Site and the Project, or by the condition of the Site and the Project, (including any contractual liability of Tenant to indemnify Landlord contained in this Lease, to the extent allowed by applicable law), the limits of such policy or policies to be in an amount not less than \$2,000,000 combined single limit for both bodily injury and property damage; (ii) a business automobile policy or policies extending to all owned, non-owned, hired, and borrowed automobiles, the limits of such policy or policies to be in an amount not less than \$1,000,000, or with such other greater limits as may be commercially reasonable, (iii) workers' compensation insurance, the limits of such policy or policies to be in an amount not less than \$500,000 in respect of bodily injury by accident, \$500,000 in respect of bodily injury by disease, or with such other amounts as may be commercially reasonable, and (iv) such other coverage as may be commercially reasonable, with Landlord and Landlord's mortgagee named as an additional insured (as to the commercial general liability and business automobile policies) and as beneficiary of the Texas waiver of right to recover from others endorsement (with respect to the workers' compensation policy).

(c) Intentionally Deleted.

(d) Policy and Insurer Requirements. All policies of insurance shall be issued by an insurance company or companies having a General policyholder's rating of not less than "A" and a financial rating of Class X as stated in the most current available Best's insurance reports (or comparable rating service if Best's reports are not currently being published), licensed to do business in the State of Texas. All policies of insurance shall be in form and substance reasonably satisfactory to Landlord, and shall be primary and noncontributing with any insurance that may be carried by Landlord. Tenant shall deliver to Landlord originals or copies of all policies of required insurance. Thirty (30) days prior to the expiration of each of the policies required hereunder, Tenant shall furnish Landlord with certificate of insurance in force or replacement coverage and meeting the standards hereinabove provided, all as required by this Lease. All such policies shall contain a provision that such policies will not be cancelled or materially amended, including any reduction in the scope or limits of coverage, without ten (10) days' prior written notice to Landlord and Landlord's mortgagee, if any. In the event Tenant fails to maintain, or cause to be maintained, or deliver and furnish to Landlord certified copies of policies of insurance required by this Lease, Landlord may procure such insurance for the benefit of Landlord for such risks covering Landlord's interests, and upon Landlord's election, Tenant will pay all premiums thereon within thirty (30) days after written demand by Landlord. In the event Tenant fails to pay such premiums (or reimburse Landlord) upon Landlord's election and demand, the unreimbursed amount of all such premiums so paid by Landlord shall bear interest at the least of the Prime Rate per annum or the maximum rate of interest permitted by applicable law from time to time. Notwithstanding the foregoing or anything to the contrary contained herein, any policies of insurance maintained by Tenant, whether pursuant to the terms of this Lease, including, without limitation, this Section 10.1, or otherwise, shall name Landlord as an additional insured (or loss payee to the extent Landlord may not be named an additional insured under any such policy or policies of insurance).

10.2 Builders Risk Insurance. While any part of the Site, Project, and Personal Property is being developed or altered, Tenant shall maintain, or cause its developer or general contractor to maintain, builder's risk or all-risk property insurance equal to the full replacement value of the Site, Project, and Personal Property.

10.3 Waiver of Subrogation. Notwithstanding anything contained in this Lease to the contrary, each party hereto hereby waives any and every claim which arises or may arise in its favor and against the other party hereto, or anyone claiming through or under them, by way of subrogation or otherwise, during the term for any and all loss of, or damage to, any of its property (whether or not such loss or damage is caused by the fault or negligence of the other party or anyone for whom such other party may be responsible), which loss or damage is covered, or is required by this Lease to be covered, by valid and collectible fire and extended coverage insurance policies (but not as to loss or damage covered by self- insurance as permitted hereby). Such waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss or damage to property of the parties hereto.

ARTICLE 11

ALTERATIONS

11.1 **Prohibited Alterations.** Tenant shall not make any alterations, improvements, modifications, or additions to the Premises, except according to the provisions of this Article 11.

11.2 **Permitted Alterations.** Tenant may, without the consent of Landlord (except as otherwise required pursuant to Section 4.2 and the following subsections of this Section 11.2), so long as no event of default has occurred and is continuing under this Lease, at its sole cost and expense, make such additions, alterations, modifications, substitutions, replacements, renovations, repairs, refurbishments to or redevelopment of the then-existing Project (collectively, “**Alterations**”) so long as the Project remains consistent with the operation of Tenant’s facilities prescribed in Section 6.1.

11.3 **Guidelines for Alterations.** Any Alterations performed pursuant to Section 11.2 shall (i) be performed in accordance with the standard set forth in Section 4.2(b), (ii) not violate any term of any agreement or restriction to which the Premises are subject, and (iii) be expeditiously completed in compliance with all laws, ordinances, rules, regulations and requirements applicable thereto. Tenant shall promptly pay all costs and expenses of each such addition, alteration, substitution or replacement, discharge all liens arising therefrom and procure and pay for all permits and licenses required in connection therewith. Any such alteration, improvement, modification, or fixture which is installed by Tenant on the Premises, and which is in any manner attached to the floors, walls or ceilings shall remain upon the Site when the Premises are surrendered by Tenant.

11.4 **Plans and Specifications.** Upon written request from Landlord, Tenant shall furnish Landlord copies of all plans and specifications available to Tenant for with respect to any Alterations and furnish Landlord with a complete set of as-built drawings with respect to any Alterations performed by Tenant.

ARTICLE 12

MECHANICS’ AND MATERIALMEN’S LIENS

12.1 **Mechanics’ and Materialmen’s Liens.** Notwithstanding anything in this Lease to the contrary but subject to the provisions of Article 18 of this Lease, Tenant will not create or permit to remain beyond the period hereinafter provided, and will discharge in the manner hereinafter provided, any lien (including, but not limited to, the liens of mechanics, laborers, artisans, or materialmen for work or materials alleged to be done or furnished in connection with the Premises or Personal Property), encumbrance, or other charge upon the Premises or Personal Property or any part thereof, upon Landlord’s interest therein, or upon Tenant’s leasehold interest; provided, however, should any such lien be filed against the Premises or Personal Property or the leasehold estate created by this Lease, Tenant shall, within thirty (30) days after the filing of such lien (but in any case not later than fifteen (15) days prior to the date that any such lienholder may foreclose such lien), either discharge and cancel the lien of record or post a bond or furnish other security satisfactory to Landlord (in connection with which Tenant may contest any claims of any persons who have provided, or alleged to have provided, work to the Premises or Personal Property) in favor of Landlord. NOTICE IS HEREBY GIVEN THAT

LANDLORD IS NOT AND SHALL NOT BE LIABLE FOR ANY LABOR, SERVICES OR MATERIALS FURNISHED OR TO BE FURNISHED TO TENANT, OR TO ANYONE HOLDING THE PREMISES OR ANY PART THEREOF THROUGH OR UNDER TENANT, AND THAT NO MECHANICS OR OTHER LIENS FOR ANY SUCH LABOR, SERVICES OR MATERIALS SHALL ATTACH TO OR AFFECT THE INTEREST OF LANDLORD IN AND TO THE PREMISES OR PERSONAL PROPERTY OR ANY PART THEREOF. IN NO EVENT SHALL TENANT HAVE ANY POWER OR AUTHORITY TO PLACE, ATTACH OR CAUSE TO BE PLACED OR ATTACHED ANY LIEN ON OR AGAINST THE INTERESTS OF LANDLORD IN AND TO THE PREMISES OR PERSONAL PROPERTY OR ANY PART THEREOF.

ARTICLE 13

ASSIGNMENT AND SUBLETTING

13.1 **Assignment.** Tenant shall not assign this Lease or any right or interest herein without Landlord's prior written consent, such consent to be granted or withheld in Landlord's sole discretion, except to a Tenant Affiliate; provided, however, Tenant shall be permitted to assign this Lease to a Tenant Affiliate without Landlord consent but upon thirty (30) days' prior written notice. Any assignment in violation of this Section 13.1 shall be null and void and of no force and effect against Landlord.

13.2 **Subletting.** Tenant shall not sublet all or any portion of the Premises without Landlord's prior written consent, such consent to be granted or withheld in Landlord's sole discretion; provided, however, Tenant shall be permitted to sublet to a Tenant Affiliate without Landlord consent but upon thirty (30) days' prior written notice. Any subletting in violation of this Section 13.2 shall be null and void and of no force and effect against Landlord.

13.3 **Subtenant NDA.**

(a) Tenant, from time to time, may request, by notice to Landlord, that Landlord grant non-disturbance protection to a Subtenant (other than a Tenant Affiliate) under a particular Sublease, which notice shall be accompanied by a true and complete copy of the fully executed related Sublease (any such notice being herein called a "**Subtenant NDA Request Notice**").

(b) Landlord, subject to and in the manner provided in this Section 13.3(b), agrees to enter into a subordination, non-disturbance, and attornment agreement (a "**Subtenant NDA Agreement**") with the Subtenant described in the Subtenant NDA Request Notice, provided that such Sublease satisfies all of the following criteria (herein collectively called the "**Subtenant NDA Criteria**"), as applicable: (i) the annual fixed or base rent payable by the Subtenant under such Sublease, including the renewal and extension terms thereof (determined without regard to any abatement, concession, credit, or offset which may be applicable) is equal to or greater than the Annual Rent and Impositions (determined on a per rentable square foot basis) payable under this Lease, including any renewal or extension terms, and (ii) such Subtenant shall be a creditworthy entity with sufficient assets to satisfy its obligations under such Sublease (and Landlord shall have been provided with reasonably satisfactory proof thereof), and

such Sublease shall not provide for the Subtenant to be relieved of liability upon an assignment of its interest in such Sublease.

(c) If: (i) Landlord receives a Subtenant NDA Request Notice; and (ii) Landlord believes that the Sublease described in, and accompanying, such notice satisfies the Subtenant NDA Criteria, then: (A) Landlord, within twenty (20) Business Days after its receipt of a Subtenant NDA Request Notice, shall prepare and deliver to Tenant a form of Subtenant NDA Agreement (unexecuted) between Landlord, Tenant, and such Subtenant; and (B) Landlord, promptly after it shall receive: (y) such form of Subtenant NDA Agreement fully executed by Tenant and Subtenant; and (z) payment of its reasonable out-of-pocket costs, including without limitation, attorneys' fees and disbursements, incurred in connection with the Subtenant NDA Request or Subtenant NDA Agreement, shall counter-execute the Subtenant NDA Agreement and return it to Tenant; provided, however, that Landlord shall have no obligations under this Section 13.3(c) during any period that an event of default shall have occurred and be continuing.

13.4 **Invalidity.** No assignment, sale, encumbrance, pledge or transfer whether voluntary or involuntary, by operation of law, under legal process or proceedings, or otherwise, other than as permitted in Sections 13.1 or 13.2 above, or pursuant to Foreclosure (as defined in Article 18), shall be valid or effective without such prior written consent and approval of Landlord if the same is required hereunder. Should Tenant attempt to make or suffer to be made any such transfer, assignment or subletting in violation of the terms of this Lease, Landlord may, at its option, terminate this Lease forthwith by written notice thereof to Tenant. Should Landlord consent to any such transfer, assignment or subletting, such consent shall not constitute a waiver of any of the restrictions of this Article 13, and the same shall apply to each successive transfer, assignment or subletting hereunder, if any.

13.5 **Payment of Landlord's Costs.** Tenant shall pay to Landlord, within ten (10) days after demand by Landlord, the reasonable costs and expenses of Landlord in connection with any request by Tenant for consent to an Assignment, Sublease or Subtenant NDA Agreement by Tenant, including reasonable attorney's fees, whether or not consent of Landlord is given to the proposed Assignment, Sublease or Subtenant NDA Agreement.

13.6 **Assignment to Tenant Affiliates and Tenant Mortgagee.** Notwithstanding anything to the contrary in this Lease, Tenant, its permitted successors and assigns, shall have the right to assign this Lease without Landlord's consent to (i) a Tenant Affiliate in accordance with the terms of Section 13.1 above and (ii) any Tenant Mortgagee.

13.7 **Circumstances For Release of Tenant.** In the event that (i) Tenant, having complied with the terms and provisions of this Article 13, assigns its interest in and to this Lease to an Assignee, and (ii) such Assignee assumes in writing all duties and obligations of Tenant thereafter arising hereunder, Tenant shall be deemed released and relieved of any further liability under this Lease; in all other events, notwithstanding any Assignment or subletting, Tenant shall at all times remain fully responsible and liable for the payment of the rent herein specified and for compliance with all of Tenant's other obligations under this Lease. If an event of default, as hereinafter defined, should occur while the Premises or any part thereof are assigned or sublet, Landlord, in addition to any other remedies herein provided or provided by law, may at its option

collect directly from such Assignee or Subtenant all rents becoming due to Tenant under such assignment or sublease and apply such rent against any sums due to Landlord by Tenant hereunder, and Tenant hereby authorizes and directs any such Assignee or Subtenant to make such payments of rent directly to Landlord upon receipt of notice from Landlord. No direct collection by Landlord from any such Assignee or Subtenant shall be construed to constitute a novation or a release of Tenant from the further performance of its obligations hereunder. Receipt by Landlord of rent from any Assignee, Subtenant, or occupant of the Premises shall not be deemed a waiver of the covenant in this Lease contained against assignment and subletting or a release of Tenant under this Lease. The receipt by Landlord of rent from any such Assignee or Subtenant obligated to make payments of rent shall be a full and complete release, discharge, and acquittance to such Assignee or Subtenant to the extent of any such amount of rent so paid to Landlord. Any attempted assignment, sublease, mortgage, or pledge by Tenant in violation of the terms and covenant of this Article 13 shall be void.

ARTICLE 14 **QUIET ENJOYMENT**

14.1 **Quiet Enjoyment**. Provided Tenant pays Rent when due under this Lease and all other sums payable hereunder as and when due and payable and keeps and fulfills all of the terms, covenants, agreements, and conditions to be performed or observed by Tenant hereunder, Tenant shall at all times during the term from and after delivery of the Premises by Landlord to Tenant peaceably and quietly hold, occupy, and enjoy the Premises.

ARTICLE 15 **RIGHT OF ACCESS; KEYS AND LOCKS**

15.1 **Right of Access**. Landlord shall have the right to enter the Premises from time to time to inspect the Premises in a manner so as not unreasonably to interfere with Tenant's business at the Premises as permitted in Section 6.1.

15.2 **Keys and Locks**. Upon termination of this Lease, Tenant shall surrender to Landlord all keys to all doors of the Premises and give to Landlord the explanation of the combination of all locks for safes, safe cabinets, and vault doors, if any, in the Premises.

ARTICLE 16 **HOLDING OVER**

16.1 **Holding Over**. Upon the termination of this Lease (whether by the expiration of the term of this Lease or otherwise) Tenant must, and agrees to, immediately vacate the Premises, but if Tenant fails to do so then, without the execution of a new lease by Landlord and Tenant, Tenant, at the option of Landlord, shall immediately become a tenant from month-to-month of the Premises, or any part thereof, at two hundred percent (200%) of the Rent effective in the month immediately preceding termination of this Lease plus all additional rent payable hereunder, and under all other terms, conditions, provisions, and obligations of this Lease insofar as the same are applicable to a tenancy from month-to-month.

ARTICLE 17
DEFAULTS AND LANDLORD'S REMEDIES

17.1 **Events of Default.** The occurrence of one or more of the following events shall constitute an “**event of default**” pursuant to the terms of this Lease:

(a) The failure of Tenant to comply with or to observe any terms, provisions, or conditions of this Lease performable by and obligatory upon Tenant, excluding the rent and other payment provisions hereof and any other event of default provision described below in this Section 17.1, within thirty (30) days after written notice by Landlord to Tenant of such failure, plus such additional time if cure cannot be completed within said 30-day period as is needed to cure the same so long as Tenant has promptly commenced such cure within said initial 30-day period and such cure thereafter is continuously and diligently undertaken to completion by Tenant.

(b) The failure of Tenant to pay when due any portion of any installment of Rent, or any other monetary charge due from Tenant hereunder and such failure continues for five (5) days after written notice thereof to Tenant;

(c) The Assignment of this Lease (either directly or collaterally) or subletting of the Premises, or any part thereof by Tenant without the prior written approval of Landlord, except to the extent expressly permitted by the terms of this Lease;

(d) The taking of Tenant's leasehold estate by execution or other process of law other than as provided in Article 18 or Article 21;

(e) The judicial declaration of Tenant as a bankrupt or insolvent according to law;

(f) Tenant shall become insolvent, shall make an assignment for the benefit of creditors, shall make a transfer in fraud of creditors, shall generally not be able to pay its debts as they become due, or shall admit in writing its inability to pay its debts as they become due;

(g) The appointment of a receiver, guardian, conservator, trustee in involuntary bankruptcy, or similar officer by a court of competent jurisdiction to take charge of a substantial part of Tenant's property;

(h) The filing of a petition for involuntary bankruptcy or reorganization of Tenant pursuant to any provision of the Bankruptcy Code without subsequent dismissal thereof within sixty (60) days;

(i) The filing by Tenant of a petition for bankruptcy, voluntary reorganization, or for an arrangement under any provision of the Bankruptcy Code;

(j) The failure of Tenant to maintain in full force and effect at all times during the Term all insurance required to be maintained by Tenant pursuant to Article 10 of this Lease, and the continuance of such failure for ten (10) days after written notice thereof by Landlord to Tenant; or

(k) The failure of Tenant to Substantially Complete the Project by the expiration of the Construction Period, except as such Construction Period may be extended pursuant to Section 4.2(b).

17.2 **Remedies.** Upon the occurrence of any events of default enumerated in Section 17.1 hereof, Landlord shall have the option to pursue any one or more of the following remedies without any further notice or demand whatsoever:

(a) Terminate this Lease by giving notice thereof to Tenant, in which event Tenant shall immediately surrender the Premises to Landlord and if Tenant fails so to do, Landlord may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be occupying the Premises, or any part thereof, without being liable for prosecution or any claim of damages therefor, and Tenant hereby agrees to pay to Landlord on demand the amount of all loss and damage which Landlord may suffer by reason of such termination, whether through inability to relet the Premises on satisfactory terms or otherwise, specifically including, but not limited to (i) all reasonable expenses necessary to relet the Premises, which shall include the cost of renovating, repairing, and altering the Premises for a new tenant or tenants, advertisements, and brokerage fees and (ii) any increase in insurance premiums caused by the vacancy of the Premises. Nothing contained in this Lease shall limit or prejudice the right of Landlord to seek and obtain in proceedings under any section or chapter of the Bankruptcy Code by reason of the termination of this Lease, an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which the damages are to be proved, whether or not the amount be greater, equal to, or less than the amount of the loss or damages referred to above.

(b) Enter upon and take possession of the Premises and, subject to Section 13.2, Section 13.3 and any Subtenant NDA Agreement, expel or remove Tenant or any other person who may be occupying the Premises, or any part thereof, without having any civil or criminal liability therefor, and, subject to Section 13.2, Section 13.3 and any Subtenant NDA Agreement, without terminating this Lease, Landlord may (but shall be under no obligation to) relet the Premises or any part thereof for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term), and on such conditions (which may include concessions or free rent), and for such uses as Landlord in its absolute discretion may determine, and Landlord may collect and receive any rents payable by reason of such reletting. Tenant agrees to pay Landlord on demand all reasonable expenses necessary to relet the Premises, which shall include the cost of renovating, repairing, and altering the Premises for a new tenant or tenants and advertising and brokerage fees, and Tenant further agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting. Landlord shall not have any duty or be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting.

(c) Enter upon the Premises without having any civil or criminal liability therefor and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any reasonable expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease, and Tenant further

agrees, to the extent allowed by applicable law, that Landlord shall not be liable for any damages resulting to Tenant from such action. Landlord shall not have any duty or be responsible or liable for any failure to relet the Premises or any part thereof or for any failure to collect any rent due upon any such reletting.

(d) Exercise any and all other rights and remedies available to Landlord under applicable law and at equity, including, without limitation, changing the locks to the improvements.

(e) No re-entry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting or re-entry to take possession. Landlord may at any time thereafter elect to terminate this Lease for a previous then continuing uncured default. No act or thing done by the Landlord or its agents during the term hereby granted shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless the same be made in writing by Landlord.

(f) Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law or equity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damages accruing to Landlord by reason of the violation of any of the terms, provisions, and covenants herein contained. Landlord's acceptance of rent following an event of default hereunder shall not be construed as Landlord's waiver of such event of default. No waiver by Landlord of any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions, and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon an event of default shall not be deemed or construed to constitute a waiver of such default.

17.3 **Attorneys' Fees.** In any case where Landlord or Tenant employs attorneys to protect or enforce its rights hereunder and prevails, then the non-prevailing party agrees to pay the other party reasonable attorneys' fees incurred by the prevailing party.

17.4 **No Waiver.** Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Landlord to or of any action by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

17.5 **Landlord Right to Cure Defaults.** As to any failure of Tenant to comply with or to observe any terms, provisions, or conditions of this Lease performable by and obligatory upon Tenant, Landlord shall have the right (but no obligation) to cure such failure upon written notice

to Tenant, and Tenant agrees to reimburse Landlord on demand for any reasonable expenses that Landlord has incurred in connection therewith.

ARTICLE 18 **FINANCING**

18.1 **Right to Finance.** Tenant shall from time to time and at any time have the right to encumber by one or more mortgages, deeds of trust, security agreements, or other instruments in the nature thereof (each, as the same may be amended, modified, consolidated or extended from time to time, a “**Mortgage**”), as security for one or more loans, indebtedness or obligations (each, as the same may be amended, modified, consolidated or extended from time to time, a “**Loan**”), Tenant’s right, title and interest in, to and under this Lease, Tenant’s right to use and occupy the Premises, the leasehold estate created hereby, and all of Tenant’s right, title and interest in and to the Project and the Personal Property. Any such Loan or Mortgage shall be for such amount and on such other terms and conditions as Tenant may agree to in its sole discretion. The provisions of this Section 18.1 shall apply provided (i) that Landlord shall have no obligations under this Article 18 to the holder of any such Mortgage (such holder, together with its successors and assigns, a “**Tenant Mortgagee**”), and the provisions under this Article 18 benefiting a Tenant Mortgagee shall not apply, unless and until there shall have been delivered to Landlord notice from Tenant or such Tenant Mortgagee of the existence of such Mortgage pursuant to Section 18.2, and (ii) that any such Loan and Mortgage shall at all times be subject to the terms and provisions of this Lease and the rights, titles and interests of Landlord arising by virtue of this Lease. IN NO EVENT WILL LANDLORD BE REQUIRED TO “SUBORDINATE” LANDLORD’S FEE SIMPLE ESTATE IN THE SITE FOR FINANCING OBTAINED BY TENANT UNDER THIS SECTION 18.1, i.e., LANDLORD WILL NOT BE OBLIGATED TO EXECUTE ANY DEED OF TRUST SECURING ANY INDEBTEDNESS OF TENANT, OR OTHERWISE ENCUMBER ITS FEE INTEREST IN THE SITE, WITH ANY LIEN OR OTHER ENCUMBRANCE WHATSOEVER, AND IN NO EVENT IS OR WILL LANDLORD’S FEE INTEREST IN THE SITE BE SUBORDINATE OR SUBJECT TO ANY LIEN OR ENCUMBRANCE OF ANY TENANT MORTGAGEE, LOAN, OR MORTGAGE, NOTWITHSTANDING ANYTHING IN THIS LEASE SEEMINGLY TO THE CONTRARY.

18.2 **Notices to Mortgagee.** If at any time after execution and recordation in Lee County, Texas, of any such Mortgage, Tenant or the Tenant Mortgagee therein shall notify Landlord in writing that any such Mortgage has been given and executed by Tenant, and shall furnish Landlord with the address to which such Tenant Mortgagee desires copies of notices to be mailed (or designate some person or corporation as the agent and/or representative of such Tenant Mortgagee for the purpose of receiving copies of notices), Landlord hereby agrees that Landlord will thereafter, in addition to any other notice Landlord shall be required by this Lease to deliver to such Tenant Mortgagee, mail to each such Tenant Mortgagee or agent thereof at the address so given, by certified mail, postage prepaid, return receipt requested, and at the same time that such notice is placed in the mail or otherwise delivered to Tenant, duplicate copies of any and all notices in writing which Landlord may from time to time give or serve upon Tenant under and pursuant to the terms and provisions of this Lease, including, but not by way of limitation, any notices of default required to be sent by virtue of Article 17 hereof (provided that Landlord’s failure to so provide notice to any such Tenant Mortgagee or agent thereof shall not

be a default by Landlord under this Lease). No such notice shall be effective against Tenant or Tenant Mortgagee unless concurrently delivered to Tenant Mortgagee as required hereunder. Upon written request, Landlord shall acknowledge in writing receipt of notice of a Mortgage under this Section 18.2 and confirm to each Tenant Mortgagee so requesting that its Mortgage will be entitled to the benefits of the provisions of this Lease relating to Mortgages and Tenant Mortgagees.

18.3 Right to Cure.

(a) Each Tenant Mortgagee shall have the right at any time during the Term of this Lease (i) to make any payment or perform any act or thing required of Tenant under this Lease and all such acts or things done and performed shall be as effective to cure a default and to prevent a forfeiture of Tenant's rights under this Lease, as if done by Tenant; and (ii) to realize on the security granted to secure its Loan by exercising foreclosure proceedings or power of sale or other remedy afforded in law or in equity or by the documents evidencing and/or securing the Loan or by conveyance in lieu thereof ("**Foreclosure**") and to transfer, convey, or assign the rights of Tenant in and to the Lease and the leasehold estate created by this Lease, the Project and the Personal Property to any purchaser at any such Foreclosure and to acquire and succeed to the interest of Tenant in this Lease by virtue of any such Foreclosure; provided, however, that any party acquiring or succeeding to the rights of Tenant and the leasehold estate created under this Lease (including, without limitation, a Tenant Mortgagee acquiring through Foreclosure or otherwise), shall at all times be subject to the terms and provisions of this Lease and the rights, title and interests of Landlord arising by virtue of the Lease, and such party shall not acquire any of the rights, title or interests of Landlord in and to the Premises.

(b) Without limiting the foregoing provisions of this Article 18, any limitations on Tenant's right to assign this Lease as set forth in Article 13 hereof shall not apply to the granting of a Mortgage by Tenant or to any Foreclosure; provided, however, that any party acquiring or succeeding to the rights of Tenant under this Lease shall at all times be subject to the terms and provisions of this Lease and the rights, title and interests of Landlord arising under this Lease.

(c) If an event of default under this Lease occurs and Landlord previously has received a notice from Tenant or a Tenant Mortgagee under Section 18.2, Landlord shall not exercise its remedies under Section 17.2 until written notice of the occurrence(s) that is (are) the basis of such event of default is provided by recognized overnight courier to such Tenant Mortgagee and the applicable cure periods provided to Tenant in this Lease and to Tenant Mortgagee in Section 18.3(a) and this Section 18.3(c) have expired, which notice to Tenant Mortgagee may be concurrent with, or by duplicate copy of, the notice to Tenant under Section 17.1. With respect to each such default, it is agreed that in addition to the right of Tenant and Tenant Mortgagee to cure such default within the time periods provided to Tenant for such default in this Lease provided elsewhere in this Lease, Tenant Mortgagee shall have the following additional rights: if the default can be cured by the payment of money, Tenant Mortgagee shall have the right (but not the obligation) to cure such default within twenty (20) days following the later of (i) the last date provided Tenant to cure such default under the terms of this Lease, or (ii) the date of Landlord's written notice of default provided to Tenant Mortgagee according to this Section 18.3(c). In the event that the default is of such nature that it

cannot be remedied by the payment of money, then Tenant Mortgagee shall have the right (but not the obligation) to cure such default within sixty (60) days after expiration of the time provided Tenant to cure such default under the terms of this Lease, provided that if such default cannot be cured within such period of time, then Tenant Mortgagee shall have such additional time as is reasonably necessary to cure such default, provided that it diligently commences the curing of such default within the initial sixty (60) day period, and thereafter diligently continues the curing of same to completion within a reasonable time. If the default is of such a nature that it cannot reasonably be cured without possession of the Premises, the cure period of each Tenant Mortgagee shall be extended by such period of time as may be reasonably necessary for it to obtain possession of the Premises by Foreclosure or otherwise. If the default is of such a nature that it is not within the power of Tenant Mortgagee or any third party to cure but is instead uniquely capable of being cured by Tenant or relates solely to Tenant's status, then such default shall be deemed waived upon completion of Foreclosure. At all times during the cure periods provided to Tenant or Tenant Mortgagee, Rent and all other obligations and liabilities of Tenant under this Lease shall continue to accrue under this Lease, shall not be waived (except, if applicable, as to a Tenant Mortgagee pursuant to the preceding sentence or Section 18.3(d)) and shall otherwise be due and payable (and performable) on the applicable dates set forth in this Lease.

(d) New Lease with Tenant Mortgagee. If this Lease is terminated prior to its stated expiration date for any reason whatsoever, and provided the Project and the Tenant's leasehold interest under this Lease are then subject to a valid Mortgage securing a Loan in favor of Tenant Mortgagee, Landlord shall upon request of such Tenant Mortgagee enter into a new lease of the Premises with such Tenant Mortgagee for the remainder of the Term of this Lease, effective as of the date of such termination and having the same covenants and agreements, terms, provisions and limitations contained in this Lease, provided that such Tenant Mortgagee makes written request upon Landlord within sixty (60) days after the date of such termination and such written request (i) is accompanied by payment to Landlord of all amounts then due under this Lease (without acceleration, but accrued through the date of Tenant's written request and including the amount necessary to cure all defaults of Tenant under this Lease that can be cured by the payment of money and with regard to which Landlord notifies Tenant Mortgagee in writing), and (ii) contains Tenant Mortgagee's agreement to cure with due diligence all other defaults of Tenant, except that such Tenant Mortgagee shall not be required to cure any particular default which is not within the power of Tenant Mortgagee or any third party to cure but is instead uniquely capable of being cured by Tenant or relates solely to Tenant's status. During such sixty (60) day period Landlord, shall not amend, modify or terminate any of the subleases or dispose of any Personal Property and, upon execution of the new lease, Landlord shall assign to such Tenant Mortgagee such subleases (without representation or warranty) and transfer to such Tenant Mortgagee (without representation or warranty) its interest in the Personal Property. If more than one Tenant Mortgagee exercises the right to obtain a new lease in accordance with this Section 18.3(d), then Landlord shall grant the new lease to the Tenant Mortgagee with the more senior lien, unless such Tenant Mortgagee with the senior lien directs Landlord to grant such new lease to another Tenant Mortgagee. Landlord represents, warrants and covenants that any encumbrance of the fee title of Landlord in and to the Premises shall, whether or not expressly stated therein, be subject to the rights of each Tenant Mortgagee under this Lease.

(e) Any Tenant Mortgagee may designate a nominee or other party to exercise its cure rights and its right to obtain a new lease under this Article 18; provided that if such party is other than a special purpose entity formed by Tenant Mortgagee for purposes of Foreclosure, the payment provisions of Section 13.5 shall apply.

18.4 **No Liability.** No Tenant Mortgagee or its designee hereunder shall be or become liable to Landlord as an assignee of this Lease or otherwise, unless such Tenant Mortgagee or designee succeeds to the rights or interests of Tenant through Foreclosure, or otherwise expressly assumes by written instrument such liability, in which event such Tenant Mortgagee or designee shall be liable to Landlord to the extent set forth in this Lease only for the obligations of Tenant accruing during the period of such Tenant Mortgagee's or designees ownership of the leasehold estate created hereby and shall, notwithstanding anything to the contrary contained herein, be automatically released from liability upon assignment or termination of such leasehold estate.

18.5 **Modifications.**

(a) **Landlord/Tenant Modifications.** Landlord shall not accept any surrender of or agree to any termination of or enter into any modification or amendment of this Lease without the prior written consent thereto by any Tenant Mortgagee of whom Landlord has received written notice pursuant to Section 18.2, and any attempt to do so without such written consent shall be void and of no force and effect.

(b) **Leasehold Mortgagee Modifications.** Landlord agrees to give good faith consideration to any request by a Tenant Mortgagee or prospective Tenant Mortgagee to modify this Lease from time to time for the purpose of incorporating therein such additional mortgagee protective provisions as may be reasonably requested by any such mortgagee, provided (i) Landlord will not be obligated to accept any modifications requested, and (ii) Tenant shall pay any legal fees incurred by Landlord in connection with any such request, regardless of whether or not the request results in any modifications.

18.6 **Rights Cumulative.** All rights of a Tenant Mortgagee under this Lease shall be cumulative.

18.7 **Landlord's Right to Finance and Assign.** Landlord may at any time, without the prior written consent of Tenant, encumber by mortgage, deed of trust, security agreement or other instrument in the nature thereof any of Landlord's right, title or interest in the Premises and/or this Lease; provided that any such mortgage, deed of trust, or other instrument in the nature thereof shall at all times be, and shall expressly state that it is, subject and subordinate to this Lease and the rights, titles and interests of Tenant and any mortgagee of Tenant arising by virtue of this Lease. Landlord shall also have the right to sell or transfer its fee title in the Premises and to transfer its rights, titles and interests in this Lease to such transferee or purchaser pursuant to the terms of Section 25.6 below; provided, that, in the case of a sale or a transfer to an affiliate of Landlord without requirement of the consent of the Tenant, Landlord shall promptly provide written notice thereof to the Tenant and written acknowledgement of the assumption of the obligations arising under this Lease; provided, further, that other than (x) a sale or transfer to an affiliate of Landlord, (y) any financing entered into by Landlord which encumbers the Landlord's interest in all or any portion of the Site, the mortgage, pledge or

collateral assignment of the Site or the Lease in connection therewith, and the foreclosure or acceptance in lieu thereunder, and (z) any easement, affirmative covenant or other encumbrance of similar nature granted by Landlord and located at, on or under the Site, which in the case of any of the foregoing does not materially impact the Tenant's use of the Premises and otherwise in accordance with Section 6.4 above, any other sale or transfer shall require the prior written consent of the Tenant, which consent shall not be unreasonably conditioned, withheld or delayed. Upon any transfer of fee title by Landlord, Landlord may (i) impose restrictions limiting the use of the Premises (collectively, "**Restrictions**"), which Restrictions will be subordinate to this Lease and will not conflict with the rights granted to Tenant herein and (ii) may retain the approval and consent rights granted to Landlord in Article 4.

ARTICLE 19

ESTOPPEL CERTIFICATES

19.1 **Estoppel Certificates.** Landlord and Tenant will, at any time and from time to time, upon not less than twenty (20) days' prior written request by the other party, execute, acknowledge and deliver to each other or to any person whom the requesting party may designate, a certificate, certifying as follows: (i) that this Lease is unmodified and in full force and effect (or setting forth any modifications and that this Lease is in full effect as modified); (ii) the Annual Rent payable and the dates to which the Annual Rent has been paid and whether other sums payable hereunder have been paid; (iii) any default of which such party may have knowledge; (iv) the commencement and expiration dates of this Lease; and (v) such other factual matters as may reasonably be requested by either of the parties hereto. Any such certificate may be relied upon by Tenant, any Tenant Mortgagee, mortgagee of Landlord, assignee, subtenant, or prospective purchaser, prospective Tenant Mortgagee, prospective mortgagee of Landlord, prospective Assignee or prospective Subtenant.

ARTICLE 20

DESTRUCTION

20.1 **Tenant's Obligations.** In the event the Premises shall be wholly or partially damaged or destroyed by fire or other casualty, Tenant shall, at its own expense (utilizing insurance proceeds to be paid to Tenant pursuant to, and subject to the provisions of, Article 22), cause such damage to be repaired or restored to the substantially the same condition of the Premises which existed immediately prior to such casualty. During the period of repair or restoration, Rent shall not be reduced, but Tenant may use proceeds of rent insurance to pay Rent.

20.2 **Time for Repairs.** Tenant shall (i) commence to repair any such damage or to restore the Premises as soon as practicable, but in any event within sixty (60) days, after the date of the occurrence, and (ii) diligently and continuously prosecute such repairs or restoration to completion, and (iii) complete such repairs or restoration as soon as reasonably practicable. Subject to the provisions of Article 22, Landlord shall make proceeds of insurance in respect of such fire or other casualty available to Tenant.

ARTICLE 21

CONDEMNATION

21.1 **Definitions.** For purposes of this Article 21, the following terms shall have the respective meanings set forth below:

(a) **“Award”** means the amount of any award made, consideration paid, or damages ordered as a result of a Taking less any reasonable costs in obtaining such award, such as reasonable legal fees and costs, consultant fees, appraisal costs.

(b) **“Date of Taking”** means the date upon which title to the Premises, or a portion thereof, passes to and vests in the condemnor or the effective date of any order for possession if issued prior to the date title vests in the condemnor.

(c) **“Partial Taking”** means any Taking that does not constitute a Significant Taking,

(d) **“Significant Taking”** means a Taking that, in the reasonable and good faith determination of Tenant and Landlord, materially and adversely affects Tenant’s use of the Premises, but is not a Total Taking.

(e) **“Taking”** means a taking of the Premises or any damage related to the exercise of the power of eminent domain and including a voluntary conveyance to any agency, authority, public utility, person, or corporate entity empowered to condemn property in lieu of court proceedings.

(f) **“Total Taking”** means the permanent Taking of the entire Premises.

21.2 **Partial Taking.** In the event of a Partial Taking of the Premises during the Term of this Lease, the following shall occur: (i) the rights of Tenant under this Lease and the leasehold estate of Tenant in and to the portion of the Premises taken shall cease and terminate as of the Date of Taking; and (ii) this Lease shall otherwise continue in full effect, except that Annual Rent and any additional rent shall be reduced on an equitable basis in proportion to the percentage of the usable area of the Premises taken. Tenant shall, promptly after any such Taking, at its expense, repair any damage caused thereby so that, thereafter, the Premises shall be, as nearly as reasonably possible, in a condition as good as the condition thereof immediately prior to such Taking.

21.3 **Temporary Partial Taking.** In the event of any temporary Partial Taking, Tenant shall be entitled to the entire Award and there shall be no reduction in Rent.

21.4 **Significant Taking.** In the event of a Significant Taking of the Premises during the Term of this Lease, after which Tenant reasonably determines that Tenant can continue the business prescribed in Section 6.1 in the Premises, the following shall occur: (i) the rights of Tenant under this Lease and the leasehold estate of Tenant in and to the portion of the Premises taken shall cease and terminate as of the Date of Taking; and (ii) this Lease shall otherwise continue in full effect, except that Rent shall be reduced as set forth below (however any additional rent, or other sums payable by Tenant hereunder shall continue unreduced

notwithstanding any such Taking). Tenant shall, promptly after any such Taking, at its expense, repair any damage caused thereby so that, thereafter, the Premises shall be, as nearly as possible, in a condition as good as the condition thereof immediately prior to such Taking. In the event of any such Significant Taking, Landlord shall, subject to the provisions of Article 22, make an amount equal to the difference of (i) the Award actually received by Landlord, minus (ii) the fair market value of the portion of the Site so taken, taking into consideration the existence of this Lease (the portion of the Award described in this clause (ii) in all events being the property of Landlord and retained by Landlord), available to Tenant to make such repair pursuant to the procedures described in Article 22. Any Award remaining after giving effect to the preceding sentence and after such repairs have been made shall be the property of Tenant, and shall, to the extent previously paid to Landlord, be paid to Tenant. From and after the date of such Significant Taking, Annual Rent shall be reduced by the percentage of usable area of the Premises taken. In the event of a Significant Taking of the Premises during the term of this Lease, after which Tenant reasonably determines that Tenant cannot continue the business prescribed in Section 6.1 in the Premises, the provisions of Section 21.5 shall apply.

21.5 Total Taking. In the event of a Total Taking, the Term of the Lease and Tenant's leasehold estate shall terminate as of the Date of Taking, Annual Rent shall be equitably apportioned as of that date, and all other rights and obligations of Landlord and Tenant hereunder shall terminate except for the rights and obligations under this Article 21 and that otherwise survive termination of this Lease. Landlord and Tenant shall be entitled to separately pursue any and all proceeds of any condemnation Award to which they may legally be entitled. In the event of any such Total Taking, Landlord shall pay to Tenant the amount equal to the difference of (i) the Award actually received by Landlord, minus (ii) the fair market value of the portion of the Site so taken, taking into consideration the existence of this Lease (the portion of the Award described in this clause (ii) in all events being the property of Landlord and retained by Landlord).

ARTICLE 22

APPLICATION OF INSURANCE AND CONDEMNATION PROCEEDS

22.1 Method for Disbursement. With respect to the proceeds from insurance claims or condemnation Awards which are to be applied to the repair, rebuilding or restoration of any portion of the Premises pursuant to Article 20 or Article 21, if (i) all or any portion of the Premises is damaged or destroyed or if a Partial Taking occurs, (ii) there exist no events of default or occurrence of an act or omission (other than the damage itself) which, with the giving of notice or the passage of time, or both, would create or constitute an event of default, (iii) such damage, destruction or taking results in the need for repair, rebuilding or restoration work to occur on the Premises, and (iv) Tenant has delivered evidence satisfactory to Landlord that sufficient funds (including available insurance proceeds and available Award [after application of the provisions of Article 21]) are available to repair, rebuild or restore the Premises (such repairs, rebuilding or restoration being hereinafter referred to as the "**Work**") to a condition of at least equal in value and general utility (taking into account any portion of the Premises lost in a Taking) to that of such Premises prior to such destruction, damage or taking, then Tenant will be entitled to have so much of the insurance proceeds and/or the Award [after application of the provisions of Article 21], less the reasonable cost, if any, to Landlord of the recovery thereof and of the paying out of such proceeds, including but not limited to, reasonable attorneys' fees and

expenses and architects' and engineers' fees and expenses allocable to inspecting the Work and the plans and specifications therefor (collectively, the "**Net Proceeds**") resulting from such damage or destruction to or taking of the Premises that are available for the Work, applied thereto. If the Net Proceeds are equal to or less than \$100,000.00 such sum shall be paid directly to Tenant. If the Net Proceeds exceed \$100,000.00, such proceeds shall be paid to Tenant as needed to pay for the Work during the progress of the Work, subject to the following conditions:

(a) Tenant will deliver to Landlord such evidence as Landlord may in its reasonable discretion require that the portion of Work for which payment has been requested (net of any required retainage) has been completed in accordance with the plans and specifications therefor, which shall be previously approved by Landlord;

(b) The Net Proceeds required for the Work will be received and disbursed by Landlord or, if Landlord's or Tenant's mortgagee so requires, Landlord's or Tenant's mortgagee, as the case may be (in the event of any conflict between such requirements of Landlord's mortgagee and such requirements of Tenant's mortgagee, the requirements of Tenant's mortgagee shall control);

(c) If the Work is structural or if the cost of the Work as estimated by Landlord exceeds \$100,000.00, an architect or engineer will be in charge of the Work;

(d) The disbursement of the Net Proceeds will be made within seven (7) days after written request therefor, accompanied by (1) evidence of amounts charged for the portion of the Work in question and prior payment of amounts expended for the portion of the Work as to which previous disbursements have been made by Landlord, (2) a certificate of the architect and/or engineer, if one be required under clause (c) of this Section 22.1, otherwise by Tenant, stating that all of the Work for which payment is requested has been completed and has been done in compliance with any approved plans and specifications, (3) lien waivers reasonably satisfactory in form and substance to Landlord covering the Work, and (4) if requested by Landlord, a search prepared by a title company or licensed abstractor or by other evidence satisfactory to Landlord that there has not been filed with respect to the Premises any mechanics', materialmen's or other lien instrument or affidavit for the retention of title not discharged of record;

(e) The request for any payment after the Work has been completed will be accompanied by a copy of any certificate or certificates required by law, rule, ordinance or regulation to render occupancy of the Premises legal; and

(f) In the case of a Taking by condemnation or other governmental action, the portion of the Premises not so taken must remain suitable for the purpose for which the Premises was suitable immediately prior to such Taking.

22.2 Disposition of Unused Proceeds. If no Work is required as a result of such Taking or if any Net Proceeds remain after payment in full for the Work, such Net Proceeds (or portion thereof) will, except as otherwise provided in Article 21, be paid to Tenant and any funds deposited by Tenant for excess costs which shall remain after payment in full for the Work will be paid over to Tenant. Upon any failure on the part of Tenant promptly to commence or

diligently continue the Work to completion, the Net Proceeds will be paid to Landlord. Notwithstanding anything to the contrary contained in this Lease, proceeds of insurance for damage or destruction of the Personal Property or other contents of the Premises shall be paid entirely to Tenant.

ARTICLE 23 **INTENTIONALLY OMITTED**

ARTICLE 24 **CONVEYANCE OPTION**

24.1 Conveyance Option. At Landlord's option, in its sole and absolute discretion, Landlord may convey and Tenant, shall accept fee title to all or a portion of the Premises (such portion of the Premises so conveyed, the "Conveyed Premises"), at any date during the Term, in exchange for the maximum amount of consideration payable by Tenant permitted under the DFA and permitted under applicable law and regulations, including, without limitation, any regulations promulgated by the Texas Commission on Environmental Quality (the "Conveyance Option"); provided, however, and notwithstanding anything to the contrary contained in this Lease, there is reserved and expressly excluded from the conveyance of the Conveyed Premises all of Landlord's right, title and interest, if any, in and to all water (and any associated water rights), oil, gas and other minerals located in, on or under or that may be produced from the Conveyed Premises, including, but not limited to, all of the royalty interests, overriding royalty interests, and all other interests of any kind owned or acquired by Landlord in, on or under the surface and mineral estate of the Conveyed Premises. Upon Landlord's written notice to Tenant of Landlord's exercise of its Conveyance Option, Landlord and Tenant shall reasonably cooperate with each other to effectuate such conveyance as soon reasonably practicable thereafter and upon commercially reasonable terms. Upon the date that the deed (or deeds) conveying the Conveyed Premises to Tenant are fully-executed and recorded, Landlord and Tenant may by mutual written agreement terminate this Lease, and neither Landlord nor Tenant shall have any further right or obligation hereunder except for any such rights or obligations intended to survive the expiration or earlier termination of this Lease.

ARTICLE 25 **GENERAL PROVISIONS**

25.1 Notice. Any notice, request, or other communication (hereinafter severally and collectively called "**notice**") in this Lease provided for or permitted to be given, made or accepted by either party to the other must be in writing, and may, unless otherwise in this Lease expressly provided, be given or be served by either (a) email, (b) depositing the same in the United States mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, (c) by delivering the same to an officer of such party to be notified or (d) by depositing the same with Federal Express or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified. Notice given in any manner as provided in this Section 25.1 shall (i) as to notice given to or served by depositing the same in the United States mail, as aforesaid, be effective two (2) Business Days after depositing the same in a regularly maintained receptacle for pickup and delivery of United States mail and (ii) as to notice given or served by any other method, shall be effective only if and when received

by the party to be notified. The following shall be prima facia evidence of the date of actual receipt of notice by the addressee: (A) if hand delivered, by a delivery receipt signed by the addressee or the addressee's agent or representative, (B) written evidence by the carrier of such notice of the date of attempted delivery at the address of the addressee if such delivery is refused or (C) if electronically mailed, any acknowledgment or response by the recipient.

For purposes of notice, the addresses of the parties shall, until changed as herein provided, be as follows:

Landlord:	SLR Property I, LP c/o Xebec Realty 2100 Ross Avenue, Suite 900 Dallas, Texas 75201 Attn: Joe Kidwell Email: JoeK@xebecrealty.com
with a copy to:	Kirkland & Ellis LLP 555 South Flower Street, Suite 3700 Los Angeles, CA 90071 Attention: Cody Sonntag E-Mail: cody.sonntag@kirkland.com
Tenant:	Sandow Municipal Utility District No. 1 c/o Allen Boone Humphries Robinson LLP 919 Congress, Suite 1500 Austin, Texas 78701 Attn: Trey Lary E-mail: tlary@abhr.com

The parties hereto and their respective heirs, successors, legal representatives, and assigns shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least ten (10) days' written notice to the other party.

25.2 **Captions.** The title captions appearing in this Lease are inserted and included solely for convenience and shall never be considered or given any effect in construing this Lease, or any provisions hereof, or in connection with the duties, obligations, or liabilities of the respective parties hereto, or in ascertaining intent, if any question of intent exists.

25.3 **Entire Contract: Amendment.** This Lease, together with the Exhibits attached hereto, is the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes and replaces in their entirety all written and unwritten agreements, discussions, negotiations, understandings, proposals, and other communications between Landlord and Tenant with respect to the subject matter hereof, and there are and have been no verbal representations, understandings, stipulations, agreements, or promises pertaining to this Lease. This Lease may not be altered, amended, or extended except by an instrument in writing signed by both Landlord and Tenant.

25.4 **Limitation of Liability.**

(a) Notwithstanding anything herein to the contrary, the liability of Tenant under this Lease shall be “non-recourse” and, accordingly, Landlord’s sole source of satisfaction of such obligations shall be limited to Tenant’s interest in the Premises and Landlord shall not seek to obtain payment from any person or entity comprising Tenant or from any assets of Tenant other than (x) the Premises and (y) any insurance proceeds arising from Tenant’s interest in the Premises, notwithstanding the survival of any obligation of Tenant beyond the Term. No recourse under or upon any obligation, covenant, or agreement contained in this Lease or for any claim based thereon, or under any judgment obtained against Tenant, or by the enforcement of any assessment or penalty or otherwise or by any legal or equitable proceeding by virtue of any constitution, rule of law or equity, or statute or otherwise or under any other circumstances, under or independent hereof, shall be had against any incorporator, director, member, or officer, as such, past, present, or future of Tenant, or any incorporator, director, member, or officer of any successor entity, as such, either directly or through Tenant or any successor entity, or otherwise, for the payment of any sum that may be due and unpaid by Tenant under this Lease.

(b) TENANT AGREES TO LOOK SOLELY TO LANDLORD’S INTEREST IN THE PREMISES FOR RECOVERY OF ANY JUDGMENT FROM LANDLORD. TENANT FURTHER AGREEING THAT IN NO EVENT SHALL LANDLORD OR TENANT (OR ITS PARTNERS, MEMBERS, OWNERS, SHAREHOLDERS, OFFICERS, MANAGERS, OR DIRECTORS) EVER BE PERSONALLY LIABLE FOR SUCH JUDGMENT UNDER THIS LEASE.

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

25.6 **Successor and Assigns.** All covenants and obligations as contained within this Lease shall bind and extend and inure to the benefit of the successors and permitted assigns of each of Landlord and Tenant, and shall inure to the benefit of Landlord, mortgagee and its successors and assigns. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder, in the Site and the Project, to an affiliate of Landlord without requirement of the consent of the Tenant, provided that Landlord provides prompt written notice thereof to the Tenant and written acknowledgement of the assumption of the obligations arising under this Lease. Any other assignment shall require the prior written consent of the Tenant, which consent shall not be unreasonably conditioned, withheld or delayed, and in such event and upon such transfer, such transferee shall be subject to the terms of this Lease, and no further liability or obligation shall thereafter accrue against the prior Landlord hereunder; provided, however, consent shall be deemed granted by Tenant if not objected to within thirty (30) days of written request therefor.

25.7 **Personal Pronouns.** All personal pronouns used in this Lease shall include the other gender, whether used in the masculine, feminine, or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

25.8 **No Merger.** There shall be no merger of this Lease or of the leasehold estate created by this Lease with the fee or any other estate or interest in the Premises by reason of the fact that the same person owns or holds, directly or indirectly, all such estates and interests or any combination thereof.

25.9 **Memorandum of Lease.** Tenant agrees not to record this Lease. Upon the written request of either Tenant or Landlord, Tenant and Landlord shall execute a memorandum of this Lease in a form substantially the same as in Exhibit B to this Lease and record it in the Real Property Records of Lee County, Texas. In the event that Landlord or Tenant shall terminate and cancel this Lease pursuant to the provisions contained herein, Tenant shall promptly prepare, execute and deliver to Landlord in a form suitable for recording, a release and cancellation of this Lease. Should Tenant fail to do so without forty-five (45) days after notice from Landlord requesting such release, Landlord is irrevocably appointed as attorney-in-fact for Tenant with the power (coupled with an interest) and authority on behalf of the Tenant and its successors and assigns to execute a recordable release acknowledging the termination of the Lease, unless Tenant has a bona fide dispute as the efficacy of such termination evidenced by the filing and diligent prosecution of a lawsuit by Tenant against Landlord asserting that the Lease has not terminated and seeking, inter alia, a declaration thereof.

25.10 **GOVERNING LAW.** THIS LEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED, INTERPRETED, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. LANDLORD AND TENANT AGREE THAT EXCLUSIVE VENUE FOR ANY LEGAL PROCEEDING BROUGHT IN CONNECTION WITH THIS LEASE AND THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE IN LEE COUNTY, TEXAS, AND LANDLORD AND TENANT AGREE TO SUBMIT TO THE JURISDICTION OF SUCH COURTS.

25.11 **No Mortgage or Joint Venture.** Tenant and Landlord acknowledge and agree that this Lease is, in fact, a lease arrangement, and does not constitute a loan or a joint venture, and that Tenant has been represented by experienced legal counsel, who has advised Tenant of the rights and duties of Tenant. Tenant will not assert that the transaction evidenced hereby is a loan or a joint venture if Landlord or Landlord's mortgagee subsequently seeks to enforce its legal rights as a landlord.

25.12 **No Brokers.** Landlord and Tenant warrant that neither party has had dealings with any broker or agent in connection with the negotiation or execution of this Lease. Landlord and Tenant agree, to the extent allowed by applicable law, to indemnify, defend and hold each other harmless from and against any and all costs, expenses, or liability for commissions or other compensation or charges claimed by any such broker or other parties claiming by, through, or under Landlord or Tenant with respect to this Lease.

25.13 **Authority to Execute.**

(a) **By Tenant.** Tenant represents and warrants that Tenant is duly formed and validly existing under the laws of the State of its organization, has full right, power, and

authority to enter into this Lease and that the party(ies) executing this Lease on behalf Tenant has (have) full right, power, and authority to execute this Lease on behalf of Tenant.

(b) By Landlord. Landlord represents and warrants that Landlord is duly formed and validly existing under the laws of the State of its organization, has full right, power, and authority to enter into this Lease and that the party(ies) executing this Lease on behalf of Landlord has (have) full right, power, and authority to execute this Lease on behalf of Landlord.

25.14 **Force Majeure**. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant (except as to payment of rent or other sums due by either party hereunder), neither Landlord nor Tenant, as applicable, shall be liable or responsible for, and there shall be excluded from the computation for any such period of time, any delays beyond the control of that party due to strikes, riots, acts of God, shortages of labor or materials, war, terrorism, epidemics, pandemics, unanticipated governmental approval requirements or timelines, and similar occurrences (collectively, “**Force Majeure**”) provided the party claiming a permitted delay advises the other party of the circumstances supporting such claim within ten (10) Business Days of the event, time being of the essence; otherwise, such delay will be waived.

25.15 **Accord and Satisfaction**. No payment by Tenant or receipt by Landlord of a lesser amount than the rent and other payments herein stipulated shall be deemed to be other than on account of the earliest due stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and any acceptance by Landlord of such check or payment shall be without prejudice to Landlord’s right to recover the balance of such rent or pursue any other remedy in this Lease provided,

25.16 **Survival of Indemnities**. The obligations (and waivers) of the indemnifying party under each and every indemnification, hold harmless, and waiver provision contained in this Lease, to the extent such provisions are allowed by applicable law, shall survive the expiration or earlier termination of this Lease to and until the last to occur of (a) the last date permitted by law for the bringing of any claim or action for which indemnification may be claimed by the indemnified party under such provision, to the extent allowed by applicable law, or (b) the date on which any claim or action for which indemnification may be claimed under such provision, to the extent allowed by applicable law, is fully and finally resolved and, if applicable, any compromise thereof or judgment or award thereon is paid in full by the indemnifying party and the indemnified party in compromise thereof or upon a judgment or award thereon and in defense of such action or claim, including reasonable attorneys’ fees.

25.17 **Reasonable Cooperation**. The parties hereto will reasonably cooperate to perform the respective obligations under this Lease, including without limitation, the execution of all necessary documents, aiding in obtaining approvals and permits from regulatory agencies required, attending meetings and/or reviewing and providing comments on items and activities related to the Project as may be reasonably requested by Tenant from time to time.

25.18 **Survival of Terms**. Any provision of this Lease that, by its plain meaning, is intended to survive the expiration or earlier termination of this Lease shall survive such

expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

25.19 Statutory Verifications.

(a) By signing and entering into this Lease, Landlord verifies, pursuant to Chapter 2271 of the Texas Government Code, it does not boycott Israel and will not boycott Israel during the term of this Lease. The term “boycott Israel” has the meaning assigned to such term pursuant to Section 808.001 of the Texas Government Code.

(b) By signing and entering into this Lease, Landlord verifies, pursuant to Chapter 2276 of the Texas Government Code, it does not boycott energy companies and will not boycott energy companies during the term of this Lease. The term “boycott energy companies” has the meaning assigned to such term pursuant to Section 809.001 of the Texas Government Code.

(c) By signing and entering into this Lease, Landlord verifies, pursuant to Chapter 2274 of the Texas Government Code, it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Lease. The terms “discriminates against a firearm entity or firearm trade association” and “discriminate against a firearm entity or firearm trade association” have the meaning assigned to the term “discriminate against a firearm entity or firearm trade association” in Section 2274.001(3) of the Texas Government Code.

(d) By signing and entering into this Lease, Landlord verifies neither Landlord, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Landlord: (i) engages in business with Iran, Sudan, or any foreign terrorist organization pursuant to Subchapter F of Chapter 2252 of the Texas Government Code; or (ii) is a company listed by the Texas Comptroller pursuant to Sections 2270.0201 or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” has the meaning assigned to such term pursuant to Section 2252.151 of the Texas Government Code.

{Signature Page Follows}

EXECUTED IN MULTIPLE ORIGINAL COUNTERPARTS, which constitute but one and the same instrument, as of the Effective Date.

LANDLORD:

SLR PROPERTY I, LP,
a Delaware limited partnership

By: SLR Property I GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: Authorized Signatory

TENANT:

SANDOW MUNICIPAL UTILITY DISTRICT NO. 1,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: President, Board of Directors

EXHIBIT A

ATTACHED TO AND MADE A PART OF LEASE AGREEMENT

SITE

BEING a 32.717 acre (1,425,169 square foot) tract of land situated in the John C Hunter Survey, Abstract No. 159, Lee County, Texas, and being a portion of a called 3518.618 acre tract of land described as Tract 017 in the Special Warranty Deed to SLR Property, I, LP recorded in Volume 1307, Page 805 of the Deed Records of Lee County, Texas, said 32.717 acre (1,425,169 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a TxDOT brass monument found in the common northeasterly line of said 3518.618 acre tract of land and the southwesterly right-of-way line of Farm to Market Road 112 (variable width right-of-way) at station 1028+94.00, from which a TxDOT brass monument found for corner in the common northeasterly line of said 3518.618 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 112 at station 1019+95.00 bears North 53 degrees 34 minutes 46 seconds West, a distance of 904.54 feet; **THENCE** South 35 degrees 21 minutes 52 seconds West, over and across said 3518.618 acre tract of land, a distance of 10,018.28 feet to a 5/8 inch iron rod with cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described 32.717 acre (1,425,169 square foot) tract of land and having a grid coordinate of N=10,138,980.01 and E=3,296,194.62;

THENCE South 22 degrees 45 minutes 38 seconds East, a distance of 1,179.42 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE South 67 degrees 14 minutes 22 seconds West, a distance of 1,208.37 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE North 22 degrees 45 minutes 38 seconds West, a distance of 1,179.42 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE North 67 degrees 14 minutes 22 seconds East, a distance of 1,208.37 feet to the **POINT OF BEGINNING** and containing 1,425,169 square feet or 32.717 acres of land.

EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

MEMORANDUM OF LEASE
(WASTEWATER TREATMENT PLANT FACILITY NO. 2)

STATE OF TEXAS §
§
COUNTY OF LEE §

This Memorandum of Lease is made as of [____], 2025, between **SLR PROPERTY I, LP**, a Delaware limited partnership (“Landlord”), whose mailing address is 2100 Ross Ave, Ste 900, Dallas, Texas 75201, Attn: Joe Kidwell, and **SANDOW MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas**, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code (“Tenant”), whose mailing address is c/o Allen Boone Humphries Robinson LLP 919 Congress, Suite 1500, Austin, Texas 78701, Attn: Trey Lary.

1. Landlord, in consideration of the rent reserved and the other terms and conditions contained in a certain Ground Lease Agreement (the “Lease”) between Landlord and Tenant dated effective as of [____], 2025 (the “Effective Date”), has leased to Tenant the premises described on Exhibit A attached hereto (the “Premises”), located in Lee County, Texas.

2. The Term of the Lease is fifty (50) years, commencing on the Effective Date, unless earlier terminated in accordance with the terms and conditions of the Lease. Tenant has two (2) options to the extend the Term of the Lease, for ten (10) years each.

3. This Memorandum of Lease is subject to all of the terms and conditions set forth in the Lease, which are incorporated herein by reference and made a part hereof, as fully as though copied verbatim herein. In the event of a conflict between this Memorandum of Lease and the Lease, the Lease shall prevail.

[Remainder of page intentionally left blank. Signature pages follow.]

EXECUTED as of the date first above written.

LANDLORD:

SLR PROPERTY I, LP,

a Delaware limited partnership

By: SLR Property I GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: Authorized Signatory

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, Authorized Signatory of SLR Property I GP, LLC, a Delaware limited liability company, general partner of SLR PROPERTY I, LP, a Delaware limited partnership, on behalf of said limited liability company and said limited partnership.

(NOTARY SEAL)

Notary Public, State of Texas

EXECUTED as of the date first above written.

TENANT:

SANDOW MUNICIPAL UTILITY DISTRICT NO. 1,
a political subdivision of the State of Texas

By: _____
Name: _____
Title: President, Board of Directors

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Directors

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2025, by _____, President, and _____, Secretary, of the Board of Directors of SANDOW MUNICIPAL UTILITY DISTRICT NO. 1, a political subdivision of the State of Texas, on behalf of said political subdivision.

(NOTARY SEAL)

Notary Public, State of Texas

EXHIBIT A to Memorandum

LEGAL DESCRIPTION

BEING a 32.717 acre (1,425,169 square foot) tract of land situated in the John C Hunter Survey, Abstract No. 159, Lee County, Texas, and being a portion of a called 3518.618 acre tract of land described as Tract 017 in the Special Warranty Deed to SLR Property, I, LP recorded in Volume 1307, Page 805 of the Deed Records of Lee County, Texas, said 32.717 acre (1,425,169 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a TxDOT brass monument found in the common northeasterly line of said 3518.618 acre tract of land and the southwesterly right-of-way line of Farm to Market Road 112 (variable width right-of-way) at station 1028+94.00, from which a TxDOT brass monument found for corner in the common northeasterly line of said 3518.618 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 112 at station 1019+95.00 bears North 53 degrees 34 minutes 46 seconds West, a distance of 904.54 feet; **THENCE** South 35 degrees 21 minutes 52 seconds West, over and across said 3518.618 acre tract of land, a distance of 10,018.28 feet to a 5/8 inch iron rod with cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described 32.717 acre (1,425,169 square foot) tract of land and having a grid coordinate of N=10,138,980.01 and E=3,296,194.62;

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THENCE North 67 degrees 14 minutes 22 seconds East, a distance of 1,208.37 feet to the **POINT OF BEGINNING** and containing 1,425,169 square feet or 32.717 acres of land.

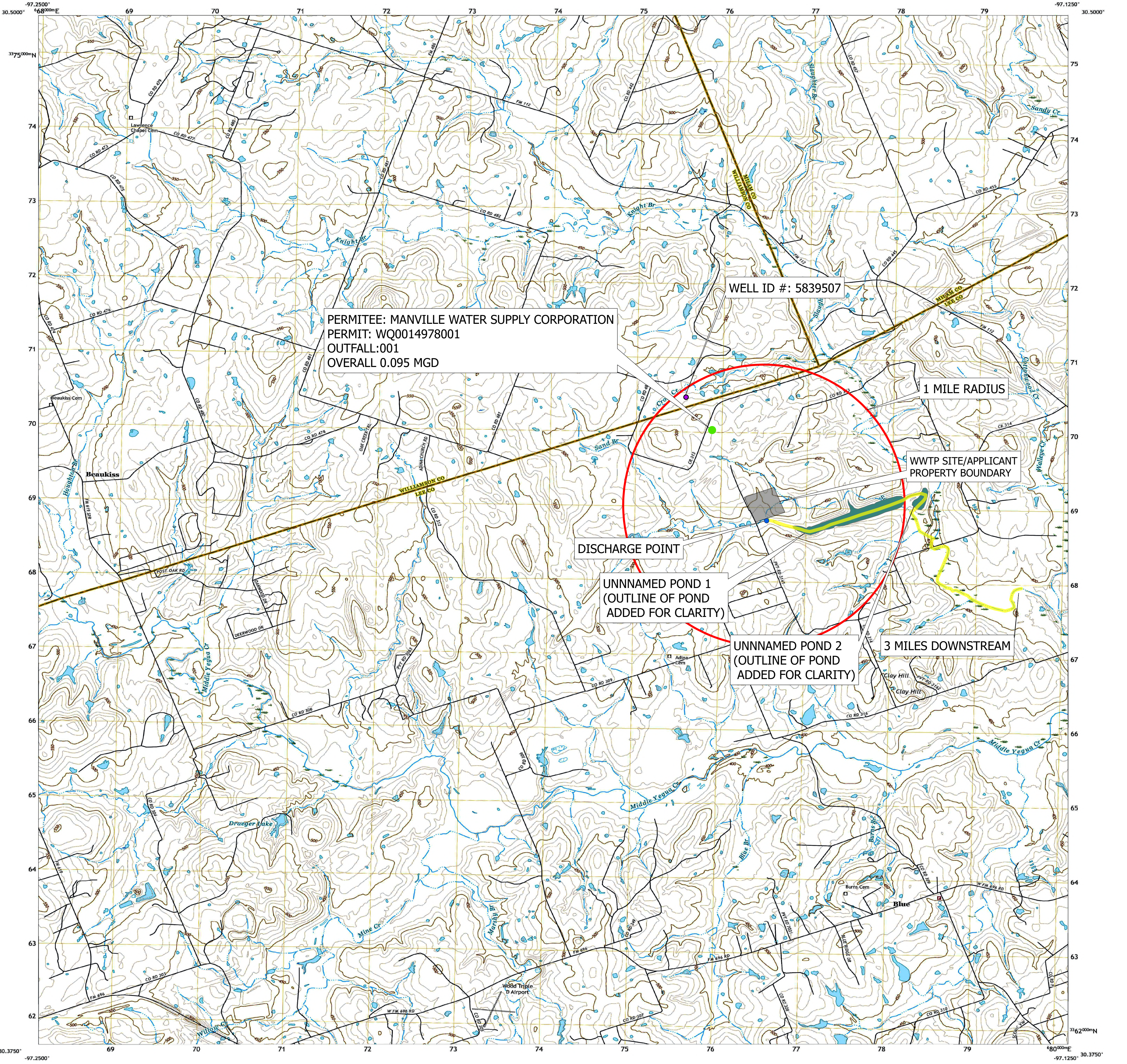
**ATTACHMENT C.
Updated USGS Map**



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

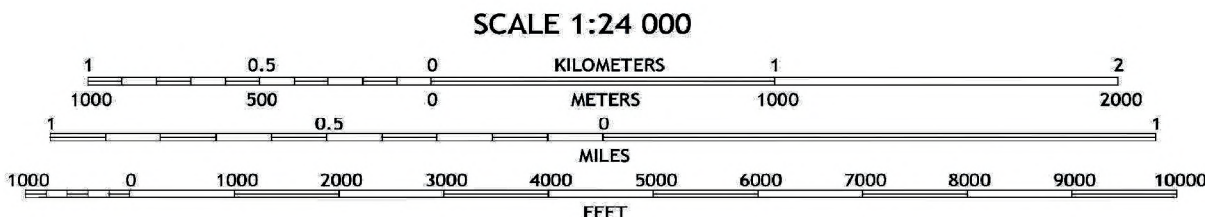
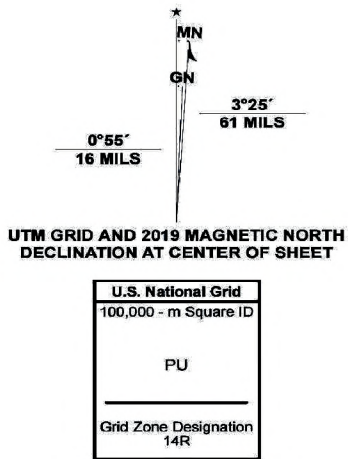


BEAUKISS QUADRANGLE
TEXAS
7.5-MINUTE SERIES



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 14R.
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 - 2019
Names.....GNIS, 1979 - 2022
Hydrography.....National Hydrography Dataset, 2002 - 2020
Contours.....National Elevation Dataset, 2019
Boundaries.....Multiple sources; see metadata file 2019 - 2021
Wetlands.....FWS National Wetlands Inventory Not Available



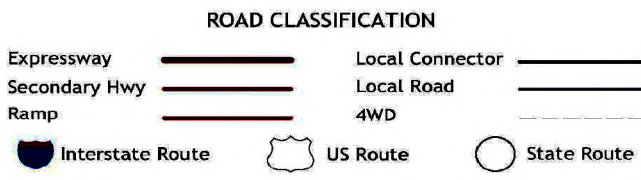
CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988
This map was produced to conform with the
National Geospatial Program US Topo Product Standard.



1	2	3
4	5	6
7	8	9

ADJOINING QUADRANGLES

1 Thrall
2 Thorndale
3 Alcoa Lake
4 Structure
5 Lexington
6 Elgin East
7 McDade
8 Fedor



BEAUKISS, TX
2022

Kimley»Horn

ATTACHMENT 4
SANDOW MUD No. 1
WASTEWATER TREATMENT FACILITY No.2
DOMESTIC WASTEWATER PERMIT
USGS MAP

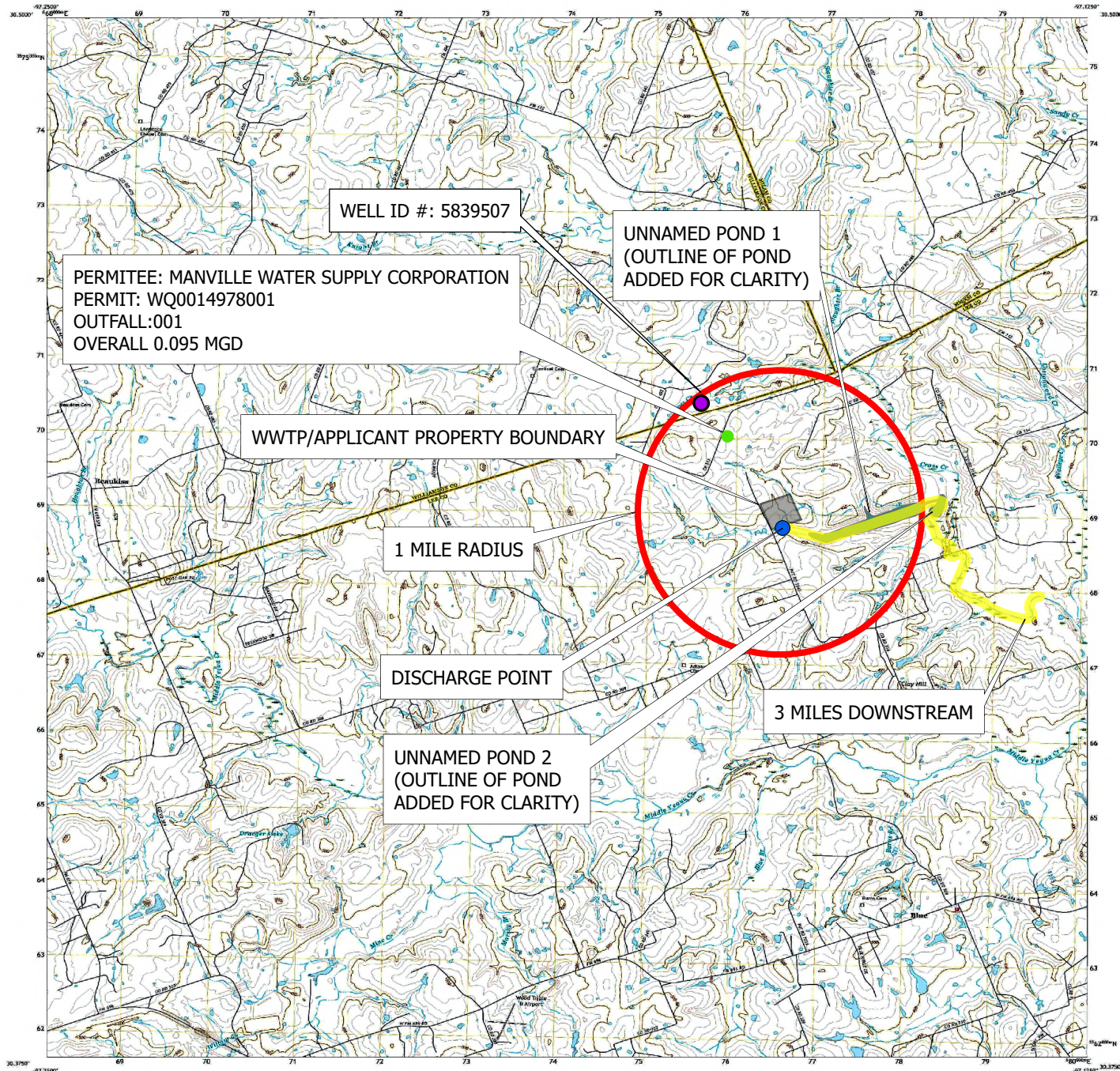
DATE: 05/30/2025

DESIGN: AET

DRAWN: AET

CHECKED: RED

KHA NO: 064531846



Produced by the United States Geological Survey
North American Edition of 1983 (NAED83). Projection and
1:600,000 scale. UTM Zone 18N, Transverse Mercator, Zone 18N.
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.



CONTOUR INTERVAL 10 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988

This map was produced to conform with the
National (Quasigeoid) Elevation (N) Tono Product Standard



ROAD CLASSIFICATION

Expressway	_____	Local Connector	_____
Secondary Hwy	_____	Local Road	_____
Ramp	_____	AWP	_____

 Interstate Route  US Route  State Route

BEAUKISS, TX
2022

EX

DATE:	7/24/2025
DESIGN:	AET
DRAWN:	AET
CHECKED:	RED
KHA NO.:	064531846

ATTACHMENT 11
TPDES PERMIT APPLICATION
SPIF

SANDOW MUD No. 1
WASTEWATER
TREATMENT FACILITY No.2

Kimley»»Horn

No.	Revision	By	Date

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

PERMISO PROPUESTO NO. WQ00

SOLICITUD. *Sandow Municipal Utility District No. 1, ABHR c/o Duggan Baker, 919 Congress Avenue, Suite 1500, Austin, Texas 78701* ha solicitado a la Comisión de Calidad Ambiental del Estado de Texas (TCEQ) para el propuesto Permiso No. WQ0016846001 (EPA I.D. No. TX 0148156) del Sistema de Eliminación de Descargas de Contaminantes de Texas (TPDES) para autorizar la descarga de aguas residuales tratadas en un volumen que no sobrepasa un flujo promedio diario de *900,000* galones por día. La planta estará ubicada *aproximadamente 2.11 millas al suroeste de la intersección de Country Road 455 y Farm-to-Market Road 112* en el Condado de *Lee*, Texas *78947*. La ruta de descarga estará del sitio de la planta a *por gravedad hasta Sand Branch; de allí a un estanque sin nombre; de allí a un segundo estanque sin nombre; de allí a Sand Branch nuevamente; de allí a Cross Creek; de allí a Yegua Creek; y de allí al lago Sommerville*. La TCEQ recibió esta solicitud el *Julio 9, 2025*. La solicitud para el permiso estará disponible para leerla y copiarla en *Biblioteca Pública y Centro Cultural de Giddings, escritorio en el primer piso frente al mostrador de referencias, 276 North Orange Street, Giddings, en el condado de Lee* antes de la fecha de publicación de este aviso en el periódico. La solicitud (cualquier actualización y aviso inclusive) está disponible electrónicamente en la siguiente página web:

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

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.

[Insert map web link from English notice]

[Include the following non-italicized sentence if the facility is located in the Coastal Management Program boundary. The Coastal Management Program boundary is the area along the Texas Coast of the Gulf of México as depicted on the map in 31 TAC §503.1 and includes part or all of the following counties: Cameron, Willacy, Kenedy, Kleberg, Nueces, San Patricio, Aransas, Refugio, Calhoun, Victoria, Jackson, Matagorda, Brazoria, Galveston, Harris, Chambers, Jefferson y Orange.] El Director Ejecutivo de la TCEQ ha revisado esta medida para ver si está de acuerdo con los objetivos y las regulaciones del Programa de Administración Costero de Texas (CMP) de acuerdo con las regulaciones del Consejo Coordinador de la Costa (CCC) y ha determinado que la acción es conforme con las metas y regulaciones pertinentes del CMP.

AVISO DE IDIOMA ALTERNATIVO. El aviso de idioma alternativo en español está disponible en <https://www.tceq.texas.gov/permitting/wastewater/pending-permits/tpdes-applications>.

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.**

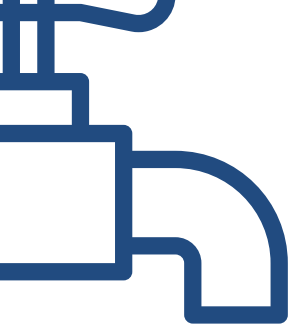
LISTA DE CORREO. Si somete comentarios públicos, un pedido para una audiencia administrativa de lo contencioso o una reconsideración de la decisión del Director Ejecutivo, la Oficina del Secretario Principal enviará por correo los avisos públicos en relación con la solicitud. Además, puede pedir que la TCEQ ponga su nombre en una o más de las listas correos siguientes (1) la lista de correo permanente para recibir los avisos del 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.

INFORMACIÓN DISPONIBLE EN LÍNEA. Para detalles sobre el estado de la solicitud, favor de visitar la Base de Datos Integrada de los Comisionados en www.tceq.texas.gov/goto/cid. Para buscar en la base de datos, utilizar el número de permiso para esta solicitud que aparece en la parte superior de este aviso.

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 *Sandow Municipal Utility District No. 1* a la dirección indicada arriba o llamando a *Sr. Alan Gardenhire* al *(512) 446 - 8543*.

Fecha de emisión: *[Date notice issued]*



APPLICATION FOR DOMESTIC WASTEWATER PERMIT

Sadow MUD No. 1 Wastewater Treatment Facility No.2



June 30th, 2025

Executive Director
Application Review and Processing Team (MC148)
Texas Commission on Environmental Quality
12100 Park 35 Circle
Austin, Texas 78753

RE: **Discharge Permit for the Sandow Municipal Utility District No. 1 Wastewater Treatment Facility
No. 2. CN:606168508**

To Whom It May Concern:

The letter serves to transmit the application for the Wastewater Treatment Facility No.2.

The permit application follows this letter and has the following attachments.

Attachment 1:	10400 – Core Data Form
Attachment 2:	Plain Language Summary
Attachment 3:	Public Involvement Plan Form
Attachment 4:	USGS Map
Attachment 5:	Affected Landowner Map
Attachment 6:	Cross Referenced Affected Landowner List
Attachment 7:	Affected Landowner Mailing Labels
Attachment 8:	Site Photo Location Map
Attachment 9:	Site and Discharge Point Photos
Attachment 10:	Buffer Zone Map
Attachment 11:	SPIF with USGS Map
Attachment 12:	Treatment Process Description
Attachment 13:	Treatment Units
Attachment 14:	Process Flow Diagram
Attachment 15:	Site Drawing
Attachment 16:	Nearby WWTP



Attachment 17:	Nearby WWTP Capacity Request
Attachment 18:	Nearby WWTP Capacity Mailing List
Attachment 19:	Wastewater Treatment Facility Design Calculations
Attachment 20:	Wind Rose
Attachment 21:	Sewage Sludge Solids Management Plan
Attachment 22:	Stream Assessment Transect Layout
Attachment 23:	Longterm Lease Agreement
Attachment 24:	Copy of Payment Vouchers

If you have any questions regarding this project, please contact me at Raul.Dominguez@kimley-horn.com or 346-439-8113 if we can offer clarification of these comments.

Very truly yours,

A handwritten signature in black ink that reads "Raul E. Dominguez".

Raul Dominguez
Professional Engineer
Kimley-Horn and Associates, Inc



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

DOMESTIC WASTEWATER PERMIT APPLICATION CHECKLIST

Complete and submit this checklist with the application.

APPLICANT NAME: Sandow Municipal Utility District No.1

PERMIT NUMBER (If new, leave blank): WQ00 [Click to enter text.](#)

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"/>	Original USGS Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Administrative Report 1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Affected Landowners Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>
SPIF	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landowner Disk or Labels	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Core Data Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Buffer Zone Map	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Summary of Application (PLS)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Flow Diagram	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Public Involvement Plan Form	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Site Drawing	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Technical Report 1.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Original Photographs	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Technical Report 1.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Design Calculations	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 2.0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Solids Management Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Worksheet 2.1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Water Balance	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Worksheet 3.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 3.1	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 3.2	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 3.3	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 4.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 5.0	<input type="checkbox"/>	<input checked="" type="checkbox"/>			
Worksheet 6.0	<input checked="" type="checkbox"/>	<input 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

**DOMESTIC WASTEWATER PERMIT APPLICATION
ADMINISTRATIVE REPORT 1.0**

For any questions about this form, please contact the Applications Review and Processing Team at 512-239-4671.

Section 1. Application Fees (Instructions Page 26)

Indicate the amount submitted for the application fee (check only one).

Flow	New/Major Amendment	Renewal
<0.05 MGD	\$350.00 <input type="checkbox"/>	\$315.00 <input type="checkbox"/>
≥0.05 but <0.10 MGD	\$550.00 <input type="checkbox"/>	\$515.00 <input type="checkbox"/>
≥0.10 but <0.25 MGD	\$850.00 <input type="checkbox"/>	\$815.00 <input type="checkbox"/>
≥0.25 but <0.50 MGD	\$1,250.00 <input type="checkbox"/>	\$1,215.00 <input type="checkbox"/>
≥0.50 but <1.0 MGD	\$1,650.00 <input checked="" type="checkbox"/>	\$1,615.00 <input type="checkbox"/>
≥1.0 MGD	\$2,050.00 <input type="checkbox"/>	\$2,015.00 <input type="checkbox"/>

Minor Amendment (for any flow) \$150.00 ☐

Payment Information:

Mailed Check/Money Order Number:

Check/Money Order Amount:

Name Printed on Check:

EPAY Voucher Number: 770190 & 770191

Copy of Payment Voucher enclosed? Yes ☒

Section 2. Type of Application (Instructions Page 26)

a. Check the box next to the appropriate authorization type.

- ☒ Publicly Owned Domestic Wastewater
- ☐ Privately-Owned Domestic Wastewater
- ☐ Conventional Water Treatment

b. Check the box next to the appropriate facility status.

- ☐ Active ☒ Inactive

c. Check the box next to the appropriate permit type.

- ☒ TPDES Permit
☐ TLAP
☐ TPDES Permit with TLAP component
☐ Subsurface Area Drip Dispersal System (SADDS)

d. Check the box next to the appropriate application type

- ☒ New
☐ Major Amendment with Renewal
☐ Major Amendment without Renewal
☐ Renewal without changes
☐ Minor Amendment with Renewal
☐ Minor Amendment without Renewal
☐ Minor Modification of permit

e. For amendments or modifications, describe the proposed changes: [Click to enter text.](#)

f. For existing permits:

Permit Number: WQ00 [Click to enter text.](#)

EPA I.D. (TPDES only): TX [Click to enter text.](#)

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

Section 3. Facility Owner (Applicant) and Co-Applicant Information (Instructions Page 26)

A. The owner of the facility must apply for the permit.

What is the Legal Name of the entity (applicant) applying for this permit?

Sadow MUD No. 1

(The legal name must be spelled exactly as filed with the Texas Secretary of State, County, or in the legal documents forming the entity.)

If the applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?

You may search for your CN on the TCEQ website at <http://www15.tceq.texas.gov/crpub/>

CN: CN606168508

What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in 30 TAC § 305.44.

Prefix: Mr.

Last Name, First Name: Jenkins II, Lee Dew

Title: President

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

B. **Co-applicant information.** Complete this section only if another person or entity is required to apply as a co-permittee.

What is the Legal Name of the co-applicant applying for this permit?

[Click to enter text.](#)

(The legal name must be spelled exactly as filed with the TX SOS, with the County, or in the legal documents forming the entity.)

If the co-applicant is currently a customer with the TCEQ, what is the Customer Number (CN)?
You may search for your CN on the TCEQ website at: <http://www15.tceq.texas.gov/crpub/>

CN: Click to enter text.

What is the name and title of the person signing the application? The person must be an executive official meeting signatory requirements in 30 TAC § 305.44.

Prefix: Click to enter text.

Last Name, First Name: Click to enter text.

Title: Click to enter text.

Credential: Click to enter text.

Provide a brief description of the need for a co-permittee: Click to enter text.

C. Core Data Form

Complete the Core Data Form for each customer and include as an attachment. If the customer type selected on the Core Data Form is **Individual**, complete **Attachment 1** of Administrative Report 1.0. Attachment 1

Section 4. Application Contact Information (Instructions Page 27)

This is the person(s) TCEQ will contact if additional information is needed about this application. Provide a contact for administrative questions and technical questions.

- A. Prefix: Mr. Last Name, First Name: Dominguez, Raul
Title: Engineer Credential: P.E.
Organization Name: Kimley-Horn and Associates, Inc.
Mailing Address: 11700 Katy Freeway Suite #800 City, State, Zip Code: Houston, TX, 77079
Phone No.: (346) 439 - 8113 E-mail Address: Raul.dominguez@kimley-horn.com
Check one or both: ☒ Administrative Contact ☒ Technical Contact
- B. Prefix: Ms. Last Name, First Name: Rietveld, Hannah
Title: Engineer Credential: P.E.
Organization Name: Kimley-Horn and Associates, Inc.
Mailing Address: 11700 Katy Freeway Suite #800 City, State, Zip Code: Houston, TX, 77079
Phone No.: (281) 668 - 5144 E-mail Address: Hannah.rietveld@kimley-horn.com
Check one or both: ☒ Administrative Contact ☒ Technical Contact

Section 5. Permit Contact Information (Instructions Page 27)

Provide the names and contact information for two individuals that can be contacted throughout the permit term.

- A. Prefix: Mr. Last Name, First Name: Harris, Chris
Title: Engineer Credential: P.E.
Organization Name: Kimley-Horn and Associates, Inc.
Mailing Address: 2800 Texas Ave #201 City, State, Zip Code: Bryan, TX, 77802
Phone No.: (979) 307 - 5040 E-mail Address: Chris.harris@kimley-horn.com

B. Prefix: Mr. Last Name, First Name: Baker, Duggan
Title: Attorney Credential: Click to enter text.
Organization Name: Allen Boone Humphries Robinson LLP
Mailing Address: 919 Congress Avenue Suite 1500 City, State, Zip Code: Austin, TX, 78701
Phone No.: (512) 518 - 2434 E-mail Address: Dbaker@abhr.com

Section 6. Billing Contact Information (Instructions Page 27)

The permittee is responsible for paying the annual fee. The annual fee will be assessed to 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 (using form TCEQ-20029).

Prefix: Mr. Last Name, First Name: Gardenhire, Alan
Title: VP of Operations Credential: Click to enter text.
Organization Name: Sandow Lake Ranch Venture, LLC
Mailing Address: PO Box 1491 City, State, Zip Code: Rockdale, TX, 76567-1491
Phone No.: (512) 446- 8543 E-mail Address: alang@sandowlakeranch.com

Section 7. DMR/MER Contact Information (Instructions Page 27)

Provide the name and complete mailing address of the person delegated to receive and submit Discharge Monitoring Reports (DMR) (EPA 3320-1) or maintain Monthly Effluent Reports (MER).

Prefix: Mr. Last Name, First Name: Gardenhire, Alan
Title: VP of Operations Credential: Click to enter text.
Organization Name: Sandow Lake Ranch Venture, LLC
Mailing Address: 3990 John D. Harper Road City, State, Zip Code: Rockdale, TX, 76567
Phone No.: (512) 446-8543 E-mail Address: alang@sandowlakeranch.com

Section 8. Public Notice Information (Instructions Page 27)

A. Individual Publishing the Notices

Prefix: Mr. Last Name, First Name: Dominguez, Raul
Title: Engineer Credential: P.E.
Organization Name: Kimley-Horn and Associates, Inc.
Mailing Address: 11700 Katy Freeway Suite #800 City, State, Zip Code: Houston, TX, 77079
Phone No.: (346) 439-8113 E-mail Address: Raul.dominguez@kimley-horn.com

B. Method for Receiving Notice of Receipt and Intent to Obtain a Water Quality Permit Package

Indicate by a check mark the preferred method for receiving the first notice and instructions:

☒ E-mail Address

☐ Fax

☒ Regular Mail

C. Contact permit to be listed in the Notices

Prefix: Mr.

Last Name, First Name: Gardenhire, Alan

Title: VP of Operations

Credential: Click to enter text.

Organization Name: Sandow Lake Ranch Venture, LLC

Mailing Address: 3990 John D. Harper Road City, State, Zip Code: Rockdale, TX, 76567

Phone No.: (512) 446 - 8543

E-mail Address: alang@sandowlakeranch.com

D. Public Viewing Information

If the facility or outfall is located in more than one county, a public viewing place for each county must be provided.

Public building name: Giddings Public Library and Cultural Center

Location within the building: Desk on the first floor across from the references desk

Physical Address of Building: 276 N. Orange Street

City: Giddings

County: Lee

Contact (Last Name, First Name): Jessi Akins

Phone No.: (979) 542-2716 Ext.: Click to enter text.

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.

Please call the bilingual/ESL coordinator at the nearest elementary and middle schools and obtain the following information to determine whether an alternative language notices are 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** Section 9 below.

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

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. Summary of Application in Plain Language Template

Complete the F. Summary of Application in Plain Language Template (TCEQ Form 20972), also known as the plain language summary or PLS, and include as an attachment.

Attachment: 2

G. Public Involvement Plan Form

Complete the Public Involvement Plan Form (TCEQ Form 20960) for each application for a **new permit or major amendment to a permit** and include as an attachment.

Attachment: 3

Section 9. Regulated Entity and Permitted Site Information (Instructions Page 29)

A. If the site is currently regulated by TCEQ, provide the Regulated Entity Number (RN) issued to this site. RN Click to enter text.

Search the TCEQ's Central Registry at <http://www15.tceq.texas.gov/crpub/> to determine if the site is currently regulated by TCEQ.

B. Name of project or site (the name known by the community where located):

Wastewater Treatment Facility No.2

C. Owner of treatment facility: Sandow Municipal Utility District No.1

Ownership of Facility: ☒ Public ☐ Private ☐ Both ☐ Federal

D. Owner of land where treatment facility is or will be:

Prefix: Click to enter text. Last Name, First Name: Click to enter text.

Title: Click to enter text. Credential: Click to enter text.

Organization Name: SLR Property 1 LP

Mailing Address: PO Box 1491 City, State, Zip Code: Rockdale, TX, 76567

Phone No.: Click to enter text. E-mail Address: Click to enter text.

If the landowner is not the same person as the facility owner or co-applicant, attach a lease agreement or deed recorded easement. See instructions.

Attachment: Click to enter text.

E. Owner of effluent disposal site:

Prefix: N/A

Last Name, First Name: Click to enter text.

Title: Click to enter text.

Credential: Click to enter text.

Organization Name: Click to enter text.

Mailing Address: Click to enter text.

City, State, Zip Code: Click to enter text.

Phone No.: Click to enter text.

E-mail Address: Click to enter text.

If the landowner is not the same person as the facility owner or co-applicant, attach a lease agreement or deed recorded easement. See instructions.

Attachment: Click to enter text.

F. Owner sewage sludge disposal site (if authorization is requested for sludge disposal on property owned or controlled by the applicant):

Prefix: N/A

Last Name, First Name: Click to enter text.

Title: Click to enter text.

Credential: Click to enter text.

Organization Name: Click to enter text.

Mailing Address: Click to enter text.

City, State, Zip Code: Click to enter text.

Phone No.: Click to enter text.

E-mail Address: Click to enter text.

If the landowner is not the same person as the facility owner or co-applicant, attach a lease agreement or deed recorded easement. See instructions.

Attachment: Click to enter text.

Section 10. TPDES Discharge Information (Instructions Page 31)

A. Is the wastewater treatment facility location in the existing permit accurate?

☐ Yes ☒ No

If **no**, or a new permit application, please give an accurate description:

The wastewater treatment facility is located approximately 2 miles south and 0.75 west of the intersection of FM 455 and FM 112.

B. Are the point(s) of discharge and the discharge route(s) in the existing permit correct?

☐ Yes ☒ No

If **no**, or a new or amendment permit application, provide an accurate description of the point of discharge and the discharge route to the nearest classified segment as defined in 30 TAC Chapter 307:

The wastewater treatment facility effluent flows by gravity to Sand Branch, thence to an unnamed pond located southeast of the wastewater treatment facility property, thence to a second unnamed pond located on the east, thence to Sand Branch again, thence to Cross Creek, thence to Yegua Creek, and thence to Sommerville Lake (Classified Segment 1212).

City nearest the outfall(s): Lexington

County in which the outfalls(s) is/are located: Lee County

C. 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, provide copies of letters that show proof of contact and the approval letter upon receipt.

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

- D. 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.](#)

Section 11. TLAP Disposal Information (Instructions Page 32)

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

☐ Yes ☒ No

If **no**, or a **new or amendment permit application**, provide an accurate description of the disposal site location:

N/A

- B. City nearest the disposal site: [Click to enter text.](#)

- C. County in which the disposal site is located: [Click to enter text.](#)

- D. For **TLAPs**, describe the routing of effluent from the treatment facility to the disposal site:

N/A

- E. For **TLAPs**, please identify the nearest watercourse to the disposal site to which rainfall runoff might flow if not contained: [Click to enter text.](#)

Section 12. Miscellaneous Information (Instructions Page 32)

- A. Is the facility located on or does the treated effluent cross American Indian Land?

☐ Yes ☒ No

- B. If the existing permit contains an onsite sludge disposal authorization, is the location of the sewage sludge disposal site in the existing permit accurate?

☐ Yes ☐ No ☒ Not Applicable

If No, or if a new onsite sludge disposal authorization is being requested in this permit application, provide an accurate location description of the sewage sludge disposal site.

[Click to enter text.](#)

C. 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 formerly employed by the TCEQ who represented your company and was paid for service regarding the application: [Click to enter text.](#)

D. Do you owe any fees to the TCEQ?

☐ Yes ☒ No

If yes, provide the following information:

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

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

E. Do you owe any penalties to the TCEQ?

☐ Yes ☒ No

If yes, please provide the following information:

Enforcement order number: [Click to enter text.](#)

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

Section 13. Attachments (Instructions Page 33)

Indicate which attachments are included with the Administrative Report. Check all that apply:

- ☒ Lease agreement or deed recorded easement, if the land where the treatment facility is located or the effluent disposal site are not owned by the applicant or co-applicant.
- ☒ Original full-size USGS Topographic Map with the following information:
 - Applicant's property boundary
 - Treatment facility boundary
 - Labeled point of discharge for each discharge point (TPDES only)
 - Highlighted discharge route for each discharge point (TPDES only)
 - Onsite sewage sludge disposal site (if applicable)
 - Effluent disposal site boundaries (TLAP only)
 - New and future construction (if applicable)
 - 1 mile radius information
 - 3 miles downstream information (TPDES only)
 - All ponds.
- ☐ Attachment 1 for Individuals as co-applicants
- ☐ Other Attachments. Please specify: [Click to enter text.](#)

Section 14. Signature Page (Instructions Page 34)

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

Permit Number:

Applicant: Sandow Municipal Utility District No.1

Certification:

I 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): Lee Dew Jenkins, II

Signatory title: President

Signature: _____

(Use blue ink)

Date: _____

6/3/2025

Subscribed and Sworn to before me by the said Lee Dew Jenkins, II
on this 3rd day of June, 2025.
My commission expires on the 16th day of July, 2026.

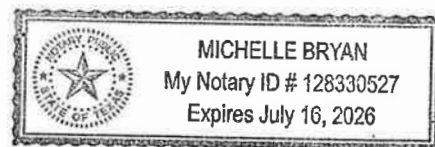
Michelle Bryan

Notary Public

[SEAL]

Milam

County, Texas



DOMESTIC WASTEWATER PERMIT APPLICATION ADMINISTRATIVE REPORT 1.0

The following information is required for new and amendment applications.

Section 1. Affected Landowner Information (Instructions Page 36)

A. Indicate by a check mark that the landowners map or drawing, with scale, includes the following information, as applicable:

- ☒ 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 (for example, irrigation area or subsurface drainfield site) and all evaporation/holding ponds within the applicant's property
- ☐ The property boundaries of all landowners surrounding the effluent disposal site
- ☐ The boundaries of the sludge land application site (for land application of sewage sludge for beneficial use) and the property boundaries of landowners surrounding 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 (for example, sludge surface disposal site or sludge monofill) is located

B. ☒ Indicate by a check mark that a separate list with the landowners' names and mailing addresses cross-referenced to the landowner's map has been provided.

C. ☒ Indicate by a check mark that the landowners list has also been provided as mailing labels in electronic format (Avery 5160).

D. Provide the source of the landowners' names and mailing addresses: Lee County Appraisal District

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.

Section 2. Original Photographs (Instructions Page 38)

Provide original ground level photographs. Indicate with checkmarks that the following information is provided.

- ☒ 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

Section 3. Buffer Zone Map (Instructions Page 38)

A. Buffer zone map. Provide a buffer zone map on 8.5 x 11-inch paper with all of the following information. The applicant's property line and the buffer zone line may be distinguished by using dashes or symbols and appropriate labels.

- The applicant's property boundary;
- The required buffer zone; and
- Each treatment unit; and
- The distance from each treatment unit to the property boundaries.

B. Buffer zone compliance method. Indicate how the buffer zone requirements will be met. Check all that apply.

- ☒ Ownership
- ☐ Restrictive easement
- ☐ Nuisance odor control
- ☐ Variance

C. Unsuitable site characteristics. Does the facility comply with the requirements regarding unsuitable site characteristic found in 30 TAC § 309.13(a) through (d)?

- ☒ Yes ☐ No

DOMESTIC 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: 11

DOMESTIC WASTEWATER PERMIT APPLICATION CHECKLIST OF COMMON DEFICIENCIES

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

Core Data Form (TCEQ Form No. 10400) ☒ Yes
(Required for all application 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 ☒ Yes
(TCEQ Form Nos. 10053 and 10054. Version dated 6/25/2018 or later.)

Water Quality Permit Payment Submittal Form (Page 19) ☐ Yes
(Original payment sent to TCEQ Revenue Section. See instructions for mailing address.)

7.5 Minute USGS Quadrangle Topographic Map Attached ☒ Yes
(Full-size map if seeking "New" permit.
8 ½ x 11 acceptable for Renewals and Amendments)

Current/Non-Expired, Executed Lease Agreement or Easement ☐ N/A ☒ Yes

Landowners Map ☐ N/A ☒ Yes
(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.

Landowners Labels and Cross Reference List ☐ N/A ☒ Yes
(See instructions for landowner requirements)

Electronic Application Submittal ☒ Yes
(See application submittal requirements on page 23 of the instructions.)

Original signature per 30 TAC § 305.44 – Blue Ink Preferred ☒ Yes
(If signature page is not signed by an elected official or principle executive officer, a copy of signature authority/delegation letter must be attached)

Summary of Application (in Plain Language) ☒ Yes



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

DOMESTIC WASTEWATER PERMIT APPLICATION TECHNICAL REPORT 1.0

For any questions about this form, please contact the Domestic Wastewater Permitting Team at 512-239-4671.

The following information is required for all renewal, new, and amendment applications.

Section 1. Permitted or Proposed Flows (Instructions Page 42)

A. Existing/Interim I Phase

Design Flow (MGD): 0.075 MGD

2-Hr Peak Flow (MGD): 0.3 MGD

Estimated construction start date: August 2026

Estimated waste disposal start date: August 2027

B. Interim II Phase

Design Flow (MGD): 0.15 MGD

2-Hr Peak Flow (MGD): 0.6 MGD

Estimated construction start date: March 2028

Estimated waste disposal start date: March 2029

C. Final Phase

Design Flow (MGD): 0.9 MGD

2-Hr Peak Flow (MGD): 3.6 MGD

Estimated construction start date: August 2031

Estimated waste disposal start date: August 2032

D. Current Operating Phase

Provide the startup date of the facility: N/A

Section 2. Treatment Process (Instructions Page 42)

A. Current Operating Phase

Provide a detailed description of the treatment process. **Include the type of treatment plant, mode of operation, and all treatment units.** Start with the plant's head works and

finish with the point of discharge. Include all sludge processing and drying units. **If more than one phase exists or is proposed, a description of *each phase* must be provided.**

See Attachment 12

B. Treatment Units

In Table 1.0(1), provide the treatment unit type, the number of units, and dimensions (length, width, depth) of each treatment unit, accounting for ***all*** phases of operation.

Table 1.0(1) - Treatment Units

Treatment Unit Type	Number of Units	Dimensions (L x W x D)
See Attachment 13		

C. Process Flow Diagram

Provide flow diagrams for the existing facilities and **each** proposed phase of construction.

Attachment: 14

Section 3. Site Information and Drawing (Instructions Page 43)

Provide the TPDES discharge outfall latitude and longitude. Enter N/A if not applicable.

- Latitude: 30°26'18.80" N
- Longitude: 97°09'41.48" W

Provide the TLAP disposal site latitude and longitude. Enter N/A if not applicable.

- Latitude: N/A
- Longitude: N/A

Provide a site drawing for the facility that shows the following:

- The boundaries of the treatment facility;
- The boundaries of the area served by the treatment facility;
- If land disposal of effluent, the boundaries of the disposal site and all storage/holding ponds; and
- If sludge disposal is authorized in the permit, the boundaries of the land application or disposal site.

Attachment: 15

Provide the name **and** a description of the area served by the treatment facility.

The facility will be located approximately 2 miles south and 0.75 west of the intersection of FM 455 and FM 112, in Lexington, Lee County, Texas 78947. The facility is sized to serve industrial, commercial, and single family. The full buildout total average daily flow is projected to be 6.0 MGD but for this permit the maximum will be 0.9 MGD for the 3 phases. The facility’s permitted flow rate was selected to allow for fluctuations, inflow, and infiltration that may enter the collection system.

Collection System Information **for wastewater TPDES permits only:** Provide information for each **uniquely owned** collection system, existing and new, served by this facility, including satellite collection systems. **Please see the instructions for a detailed explanation and examples.**

Collection System Information

Collection System Name	Owner Name	Owner Type	Population Served
Wastewater Treatment Facility No.2 Collection System	Sandow MUD No.1	Publicly Owned	6000 people
		Choose an item.	
		Choose an item.	
		Choose an item.	

Section 4. Unbuilt Phases (Instructions Page 44)

Is the application for a renewal of a permit that contains an unbuilt phase or phases?

☐ Yes ☒ No

If yes, does the existing permit contain a phase that has not been constructed **within five years** of being authorized by the TCEQ?

☐ Yes ☐ No

If yes, provide a detailed discussion regarding the continued need for the unbuilt phase. **Failure to provide sufficient justification may result in the Executive Director recommending denial of the unbuilt phase or phases.**

N/A

Section 5. Closure Plans (Instructions Page 44)

Have any treatment units been taken out of service permanently, or will any units be taken out of service in the next five years?

☐ Yes ☒ No

If yes, was a closure plan submitted to the TCEQ?

☐ Yes ☐ No

If yes, provide a brief description of the closure and the date of plan approval.

N/A

Section 6. Permit Specific Requirements (Instructions Page 44)

For applicants with an existing permit, check the Other Requirements or Special Provisions of the permit.

A. Summary transmittal

Have plans and specifications been approved for the existing facilities and each proposed phase?

☐ Yes ☒ No

If yes, provide the date(s) of approval for each phase: [Click to enter text.](#)

Provide information, including dates, on any actions taken to meet a *requirement or provision* pertaining to the submission of a summary transmittal letter. **Provide a copy of an approval letter from the TCEQ, if applicable.**

N/A

B. Buffer zones

Have the buffer zone requirements been met?

☒ Yes ☐ No

Provide information below, including dates, on any actions taken to meet the conditions of the buffer zone. If available, provide any new documentation relevant to maintaining the buffer zones.

The buffer zone is completely within the site boundary. The site boundary will be given to the MUD through a long-term lease agreement. See Attachment 10 and Attachment 23

C. Other actions required by the current permit

Does the *Other Requirements* or *Special Provisions* section in the existing permit require submission of any other information or other required actions? Examples include Notification of Completion, progress reports, soil monitoring data, etc.

☐ Yes ☒ No

If **yes**, provide information below on the status of any actions taken to meet the conditions of an *Other Requirement* or *Special Provision*.

N/A

D. Grit and grease treatment

1. Acceptance of grit and grease waste

Does the facility have a grit and/or grease processing facility onsite that treats and decants or accepts transported loads of grit and grease waste that are discharged directly to the wastewater treatment plant prior to any treatment?

☐ Yes ☒ No

If **No**, stop here and continue with Subsection E. Stormwater Management.

2. Grit and grease processing

Describe below how the grit and grease waste is treated at the facility. In your description, include how and where the grit and grease is introduced to the treatment works and how it is separated or processed. Provide a flow diagram showing how grit and grease is processed at the facility.

Click to enter text.

3. Grit disposal

Does the facility have a Municipal Solid Waste (MSW) registration or permit for grit disposal?

☐ Yes ☐ No

If No, contact the TCEQ Municipal Solid Waste team at 512-239-2335. Note: A registration or permit is required for grit disposal. Grit shall not be combined with treatment plant sludge. See the instruction booklet for additional information on grit disposal requirements and restrictions.

Describe the method of grit disposal.

[Click to enter text.](#)

4. *Grease and decanted liquid disposal*

Note: A registration or permit is required for grease disposal. Grease shall not be combined with treatment plant sludge. For more information, contact the TCEQ Municipal Solid Waste team at 512-239-2335.

Describe how the decant and grease are treated and disposed of after grit separation.

[Click to enter text.](#)

E. Stormwater management

1. *Applicability*

Does the facility have a design flow of 1.0 MGD or greater in any phase?

☐ Yes ☒ No

Does the facility have an approved pretreatment program, under 40 CFR Part 403?

☐ Yes ☒ No

If no to both of the above, then skip to Subsection F, Other Wastes Received.

2. *MSGP coverage*

Is the stormwater runoff from the WWTP and dedicated lands for sewage disposal currently permitted under the TPDES Multi-Sector General Permit (MSGP), TXR050000?

☐ Yes ☐ No

If yes, please provide MSGP Authorization Number and skip to Subsection F, Other Wastes Received:

TXR05 [Click to enter text.](#) or TXRNE [Click to enter text.](#)

If no, do you intend to seek coverage under TXR050000?

☐ Yes ☐ No

3. *Conditional exclusion*

Alternatively, do you intend to apply for a conditional exclusion from permitting based TXR050000 (Multi Sector General Permit) Part II B.2 or TXR050000 (Multi Sector General Permit) Part V, Sector T 3(b)?

☐ Yes ☐ No

If yes, please explain below then proceed to Subsection F, Other Wastes Received:

Click to enter text.

4. *Existing coverage in individual permit*

Is your stormwater discharge currently permitted through this individual TPDES or TLAP permit?

☐ Yes ☐ No

If yes, provide a description of stormwater runoff management practices at the site that are authorized in the wastewater permit then skip to Subsection F, Other Wastes Received.

Click to enter text.

5. *Zero stormwater discharge*

Do you intend to have no discharge of stormwater via use of evaporation or other means?

☐ Yes ☐ No

If yes, explain below then skip to Subsection F. Other Wastes Received.

Click to enter text.

Note: If there is a potential to discharge any stormwater to surface water in the state as the result of any storm event, then permit coverage is required under the MSGP or an individual discharge permit. This requirement applies to all areas of facilities with treatment plants or systems that treat, store, recycle, or reclaim domestic sewage, wastewater or sewage sludge (including dedicated lands for sewage sludge disposal located within the onsite property boundaries) that meet the applicability criteria of above. You have the option of obtaining coverage under the MSGP for direct discharges, (recommended), or obtaining coverage under this individual permit.

6. *Request for coverage in individual permit*

Are you requesting coverage of stormwater discharges associated with your treatment plant under this individual permit?

☐ Yes ☐ No

If yes, provide a description of stormwater runoff management practices at the site for which you are requesting authorization in this individual wastewater permit and describe whether you intend to comingle this discharge with your treated effluent or discharge it via a separate dedicated stormwater outfall. Please also indicate if you intend to divert stormwater to the treatment plant headworks and indirectly discharge it to water in the state.

[Click to enter text.](#)

Note: Direct stormwater discharges to waters in the state authorized through this individual permit will require the development and implementation of a stormwater pollution prevention plan (SWPPP) and will be subject to additional monitoring and reporting requirements. Indirect discharges of stormwater via headworks recycling will require compliance with all individual permit requirements including 2-hour peak flow limitations. All stormwater discharge authorization requests will require additional information during the technical review of your application.

F. Discharges to the Lake Houston Watershed

Does the facility discharge in the Lake Houston watershed?

☐ Yes ☒ No

If yes, attach a Sewage Sludge Solids Management Plan. See Example 5 in the instructions.

[Click to enter text.](#)

G. Other wastes received including sludge from other WWTPs and septic waste

1. Acceptance of sludge from other WWTPs

Does or will the facility accept sludge from other treatment plants at the facility site?

☐ Yes ☒ No

If yes, attach sewage sludge solids management plan. See Example 5 of instructions.

In addition, provide the date the plant started or is anticipated to start accepting sludge, an estimate of monthly sludge acceptance (gallons or millions of gallons), an estimate of the BOD₅ concentration of the sludge, and the design BOD₅ concentration of the influent from the collection system. Also note if this information has or has not changed since the last permit action.

[Click to enter text.](#)

Note: Permits that accept sludge from other wastewater treatment plants may be required to have influent flow and organic loading monitoring.

2. Acceptance of septic waste

Is the facility accepting or will it accept septic waste?

☐ Yes ☒ No

If **yes**, does the facility have a Type V processing unit?

☐ Yes ☐ No

If **yes**, does the unit have a Municipal Solid Waste permit?

☐ Yes ☐ No

If **yes to any of the above**, provide the date the plant started or is anticipated to start accepting septic waste, an estimate of monthly septic waste acceptance (gallons or millions of gallons), an estimate of the BOD₅ concentration of the septic waste, and the design BOD₅ concentration of the influent from the collection system. Also note if this information has or has not changed since the last permit action.

Click to enter text.

Note: Permits that accept sludge from other wastewater treatment plants may be required to have influent flow and organic loading monitoring.

3. Acceptance of other wastes (not including septic, grease, grit, or RCRA, CERCLA or as discharged by IUs listed in Worksheet 6)

Is or will the facility accept wastes that are not domestic in nature excluding the categories listed above?

☐ Yes ☒ No

If **yes**, provide the date that the plant started accepting the waste, an estimate how much waste is accepted on a monthly basis (gallons or millions of gallons), a description of the entities generating the waste, and any distinguishing chemical or other physical characteristic of the waste. Also note if this information has or has not changed since the last permit action.

Click to enter text.

Section 7. Pollutant Analysis of Treated Effluent (Instructions Page 49)

Is the facility in operation?

☐ Yes ☒ No

If **no**, this section is not applicable. Proceed to Section 8.

If yes, provide effluent analysis data for the listed pollutants. **Wastewater treatment facilities** complete Table 1.0(2). **Water treatment facilities** discharging filter backwash water, complete Table 1.0(3). Provide copies of the laboratory results sheets. **These tables are not applicable for a minor amendment without renewal.** See the instructions for guidance.

Note: The sample date must be within 1 year of application submission.

Table1.0(2) – Pollutant Analysis for Wastewater Treatment Facilities

Pollutant	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
CBOD ₅ , mg/l					
Total Suspended Solids, mg/l					
Ammonia Nitrogen, mg/l					
Nitrate Nitrogen, mg/l					
Total Kjeldahl Nitrogen, mg/l					
Sulfate, mg/l					
Chloride, mg/l					
Total Phosphorus, mg/l					
pH, standard units					
Dissolved Oxygen*, mg/l					
Chlorine Residual, mg/l					
<i>E.coli</i> (CFU/100ml) freshwater					
Enterococci (CFU/100ml) saltwater					
Total Dissolved Solids, mg/l					
Electrical Conductivity, µmohs/cm, †					
Oil & Grease, mg/l					
Alkalinity (CaCO ₃)*, mg/l					

*TPDES permits only

†TLAP permits only

Table1.0(3) – Pollutant Analysis for Water Treatment Facilities

Pollutant	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Total Suspended Solids, mg/l					
Total Dissolved Solids, mg/l					
pH, standard units					
Fluoride, mg/l					
Aluminum, mg/l					
Alkalinity (CaCO ₃), mg/l					

Section 8. Facility Operator (Instructions Page 49)

Facility Operator Name: To Be Selected

Facility Operator's License Classification and Level: Click to enter text.

Facility Operator's License Number: Click to enter text.

Section 9. Sludge and Biosolids Management and Disposal (Instructions Page 50)

A. WWTP's Sewage Sludge or Biosolids Management Facility Type

Check all that apply. See instructions for guidance

- ☐ Design flow \geq 1 MGD
- ☐ Serves \geq 10,000 people
- ☐ Class I Sludge Management Facility (per 40 CFR § 503.9)
- ☐ Biosolids generator
- ☐ Biosolids end user – land application (onsite)
- ☐ Biosolids end user – surface disposal (onsite)
- ☐ Biosolids end user – incinerator (onsite)

B. WWTP's Sewage Sludge or Biosolids Treatment Process

Check all that apply. See instructions for guidance.

- ☒ Aerobic Digestion
- ☐ Air Drying (or sludge drying beds)
- ☐ Lower Temperature Composting
- ☐ Lime Stabilization
- ☐ Higher Temperature Composting
- ☐ Heat Drying
- ☐ Thermophilic Aerobic Digestion
- ☐ Beta Ray Irradiation
- ☐ Gamma Ray Irradiation
- ☐ Pasteurization
- ☐ Preliminary Operation (e.g. grinding, de-gritting, blending)
- ☐ Thickening (e.g. gravity thickening, centrifugation, filter press, vacuum filter)
- ☐ Sludge Lagoon
- ☐ Temporary Storage (< 2 years)
- ☐ Long Term Storage (≥ 2 years)
- ☐ Methane or Biogas Recovery

☐ Other Treatment Process: [Click to enter text.](#)

C. Sewage Sludge or Biosolids Management

Provide information on the *intended* sewage sludge or biosolids management practice. Do not enter every management practice that you want authorized in the permit, as the permit will authorize all sewage sludge or biosolids management practices listed in the instructions. Rather indicate the management practice the facility plans to use.

Biosolids Management

Management Practice	Handler or Preparer Type	Bulk or Bag Container	Amount (dry metric tons)	Pathogen Reduction Options	Vector Attraction Reduction Option
Disposal in Landfill	Off-site Third-Party Handler or Preparer	Bulk	0.92 dry Metric Tons/Month or 11.04 Dry Metric Tons/Year	N/A: Disposal in Landfill	N/A: Disposal in Landfill
Choose an item.	Choose an item.	Choose an item.		Choose an item.	Choose an item.
Choose an item.	Choose an item.	Choose an item.		Choose an item.	Choose an item.

If "Other" is selected for Management Practice, please explain (e.g. monofill or transport to another WWTP): [Click to enter text.](#)

D. Disposal site

Disposal site name: [To Be Selected at a Future Date](#)

TCEQ permit or registration number: [Click to enter text.](#)

County where disposal site is located: [Click to enter text.](#)

E. Transportation method

Method of transportation (truck, train, pipe, other): [To Be Selected at a Future Date](#)

Name of the hauler: [Click to enter text.](#)

Hauler registration number: [Click to enter text.](#)

Sludge is transported as a:

Liquid ☐ semi-liquid ☒ semi-solid ☐ solid ☐

Section 10. Permit Authorization for Sewage Sludge Disposal (Instructions Page 52)

A. Beneficial use authorization

Does the existing permit include authorization for land application of biosolids for beneficial use?

☐ Yes ☒ No

If **yes**, are you requesting to continue this authorization to land apply biosolids for beneficial use?

☐ Yes ☐ No

If **yes**, is the completed **Application for Permit for Beneficial Land Use of Sewage Sludge (TCEQ Form No. 10451)** attached to this permit application (see the instructions for details)?

☐ Yes ☐ No

B. Sludge processing authorization

Does the existing permit include authorization for any of the following sludge processing, storage or disposal options?

Sludge Composting	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Marketing and Distribution of Biosolids	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Sludge Surface Disposal or Sludge Monofill	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Temporary storage in sludge lagoons	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

If **yes** to any of the above sludge options and the applicant is requesting to continue this authorization, is the completed **Domestic Wastewater Permit Application: Sewage Sludge Technical Report (TCEQ Form No. 10056)** attached to this permit application?

☐ Yes ☐ No

Section 11. Sewage Sludge Lagoons (Instructions Page 53)

Does this facility include sewage sludge lagoons?

☐ Yes ☒ No

If yes, complete the remainder of this section. If no, proceed to Section 12.

A. Location information

The following maps are required to be submitted as part of the application. For each map, provide the Attachment Number.

- Original General Highway (County) Map:
Attachment: [Click to enter text.](#)
- USDA Natural Resources Conservation Service Soil Map:
Attachment: [Click to enter text.](#)
- Federal Emergency Management Map:
Attachment: [Click to enter text.](#)
- Site map:
Attachment: [Click to enter text.](#)

Discuss in a description if any of the following exist within the lagoon area. Check all that apply.

- ☐ Overlap a designated 100-year frequency flood plain
- ☐ Soils with flooding classification

- ☐ Overlap an unstable area
- ☐ Wetlands
- ☐ Located less than 60 meters from a fault
- ☐ None of the above

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

If a portion of the lagoon(s) is located within the 100-year frequency flood plain, provide the protective measures to be utilized including type and size of protective structures:

[Click to enter text.](#)

B. Temporary storage information

Provide the results for the pollutant screening of sludge lagoons. These results are in addition to pollutant results in *Section 7 of Technical Report 1.0*.

Nitrate Nitrogen, mg/kg: [Click to enter text.](#)

Total Kjeldahl Nitrogen, mg/kg: [Click to enter text.](#)

Total Nitrogen (=nitrate nitrogen + TKN), mg/kg: [Click to enter text.](#)

Phosphorus, mg/kg: [Click to enter text.](#)

Potassium, mg/kg: [Click to enter text.](#)

pH, standard units: [Click to enter text.](#)

Ammonia Nitrogen mg/kg: [Click to enter text.](#)

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

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

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

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

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

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

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

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

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

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

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

Provide the following information:

Volume and frequency of sludge to the lagoon(s): [Click to enter text.](#)

Total dry tons stored in the lagoons(s) per 365-day period: [Click to enter text.](#)

Total dry tons stored in the lagoons(s) over the life of the unit: [Click to enter text.](#)

C. Liner information

Does the active/proposed sludge lagoon(s) have a liner with a maximum hydraulic conductivity of 1×10^{-7} cm/sec?

☐ Yes ☐ No

If yes, describe the liner below. Please note that a liner is required.

[Click to enter text.](#)

D. Site development plan

Provide a detailed description of the methods used to deposit sludge in the lagoon(s):

[Click to enter text.](#)

Attach the following documents to the application.

- Plan view and cross-section of the sludge lagoon(s)
Attachment: [Click to enter text.](#)
- Copy of the closure plan
Attachment: [Click to enter text.](#)
- Copy of deed recordation for the site
Attachment: [Click to enter text.](#)
- Size of the sludge lagoon(s) in surface acres and capacity in cubic feet and gallons
Attachment: [Click to enter text.](#)
- Description of the method of controlling infiltration of groundwater and surface water from entering the site
Attachment: [Click to enter text.](#)
- Procedures to prevent the occurrence of nuisance conditions
Attachment: [Click to enter text.](#)

E. Groundwater monitoring

Is groundwater monitoring currently conducted at this site, or are any wells available for groundwater monitoring, or are groundwater monitoring data otherwise available for the sludge lagoon(s)?

☐ Yes ☐ No

If groundwater monitoring data are available, provide a copy. Provide a profile of soil types encountered down to the groundwater table and the depth to the shallowest groundwater as a separate attachment.

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

Section 12. Authorizations/Compliance/Enforcement (Instructions Page 54)

A. Additional authorizations

Does the permittee have additional authorizations for this facility, such as reuse authorization, sludge permit, etc?

☐ Yes ☒ No

If **yes**, provide the TCEQ authorization number and description of the authorization:

[Click to enter text.](#)

B. Permittee enforcement status

Is the permittee currently under enforcement for this facility?

☐ Yes ☒ No

Is the permittee required to meet an implementation schedule for compliance or enforcement?

☐ Yes ☒ No

If **yes** to either question, provide a brief summary of the enforcement, the implementation schedule, and the current status:

N/A

Section 13. RCRA/CERCLA Wastes (Instructions Page 55)

A. RCRA hazardous wastes

Has the facility received in the past three years, does it currently receive, or will it receive RCRA hazardous waste?

☐ Yes ☒ No

B. Remediation activity wastewater

Has the facility received in the past three years, does it currently receive, or will it receive CERCLA wastewater, RCRA remediation/corrective action wastewater or other remediation activity wastewater?

☐ Yes ☒ No

C. Details about wastes received

If **yes** to either Subsection A or B above, provide detailed information concerning these wastes with the application.

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

Section 14. Laboratory Accreditation (Instructions Page 55)

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: Lee Dew Jenkins, II

Title: President

Signature: _____

Date: _____

DOMESTIC WASTEWATER PERMIT APPLICATION

TECHNICAL REPORT 1.1

The following information is required for new and amendment major applications.

Section 1. Justification for Permit (Instructions Page 56)

A. Justification of permit need

Provide a detailed discussion regarding the need for any phase(s) not currently permitted. Failure to provide sufficient justification may result in the Executive Director recommending denial of the proposed phase(s) or permit.

The full buildout average daily flow is projected to be 6.0 MGD, but for this permit the max will be 0.9 MGD for 3 phases because a temporary package facility will be constructed until there is enough influent sanitary flow to sustain a permanent facility. The facility is sized to serve industrial, commercial, and single families. The anticipated growth rate of this development is 15 lots a month for the first 2 years and 10 lots a month for the following years. For flow predictions 1 service unit (SU) is equivalent to 1 lot with an average of 2.5 people. Phase 1 will be 300 SU with an average of 250 gpd of waste/SU (75,000 gpd total). Phase 2 will be 600 SU (150,000 gpd) and Phase 3 will be 2400 SU (600,000 gpd).

B. Regionalization of facilities

For additional guidance, please review [TCEQ's Regionalization Policy for Wastewater Treatment](#)¹.

Provide the following information concerning the potential for regionalization of domestic wastewater treatment facilities:

1. Municipally incorporated areas

If the applicant is a city, then Item 1 is not applicable. Proceed to Item 2 Utility CCN areas.

Is any portion of the proposed service area located in an incorporated city?

☐ Yes ☒ No ☐ Not Applicable

If yes, within the city limits of: [Click to enter text.](#)

If yes, attach correspondence from the city.

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

If consent to provide service is available from the city, attach a justification for the proposed facility and a cost analysis of expenditures that includes the cost of connecting to the city versus the cost of the proposed facility or expansion attached.

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

2. Utility CCN areas

Is any portion of the proposed service area located inside another utility's CCN area?

☐ Yes ☒ No

¹ <https://www.tceq.texas.gov/permitting/wastewater/tceq-regionalization-for-wastewater>

If **yes**, attach a justification for the proposed facility and a cost analysis of expenditures that includes the cost of connecting to the CCN facilities versus the cost of the proposed facility or expansion.

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

3. *Nearby WWTPs or collection systems*

Are there any domestic permitted wastewater treatment facilities or collection systems located within a three-mile radius of the proposed facility?

☒ Yes ☐ No

If **yes**, attach a list of these facilities and collection systems that includes each permittee's name and permit number, and an area map showing the location of these facilities and collection systems.

Attachment: 18

If **yes**, attach proof of mailing a request for service to each facility and collection system, the letters requesting service, and correspondence from each facility and collection system.

Attachment: 17

If the facility or collection system agrees to provide service, attach a justification for the proposed facility and a cost analysis of expenditures that includes the cost of connecting to the facility or collection system versus the cost of the proposed facility or expansion.

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

Section 2. Proposed Organic Loading (Instructions Page 58)

Is this facility in operation?

☐ Yes ☒ No

If **no**, proceed to Item B, Proposed Organic Loading.

If **yes**, provide organic loading information in Item A, Current Organic Loading

A. Current organic loading

Facility Design Flow (flow being requested in application): [Click to enter text.](#)

Average Influent Organic Strength or BOD₅ Concentration in mg/l: [Click to enter text.](#)

Average Influent Loading (lbs/day = total average flow X average BOD₅ conc. X 8.34): [Click to enter text.](#)

Provide the source of the average organic strength or BOD₅ concentration.

[Click to enter text.](#)

B. Proposed organic loading

This table must be completed if this application is for a facility that is not in operation or if this application is to request an increased flow that will impact organic loading.

Table 1.1(1) – Design Organic Loading

Source	Total Average Flow (MGD)	Influent BOD5 Concentration (mg/l)
Municipality	0.9 MGD	300 mg/l
Subdivision		
Trailer park – transient		
Mobile home park		
School with cafeteria and showers		
School with cafeteria, no showers		
Recreational park, overnight use		
Recreational park, day use		
Office building or factory		
Motel		
Restaurant		
Hospital		
Nursing home		
Other		
TOTAL FLOW from all sources	0.9 MGD	
AVERAGE BOD ₅ from all sources		300 mg/l

Section 3. Proposed Effluent Quality and Disinfection (Instructions Page 58)

A. Existing/Interim I Phase Design Effluent Quality

Biochemical Oxygen Demand (5-day), mg/l: 10

Total Suspended Solids, mg/l: 15

Ammonia Nitrogen, mg/l: 3

Total Phosphorus, mg/l: N/A

Dissolved Oxygen, mg/l: 4

Other: Click to enter text.

B. Interim II Phase Design Effluent Quality

Biochemical Oxygen Demand (5-day), mg/l: 10

Total Suspended Solids, mg/l: 15

Ammonia Nitrogen, mg/l: 3

Total Phosphorus, mg/l: N/A

Dissolved Oxygen, mg/l: 4

Other: Click to enter text.

C. Final Phase Design Effluent Quality

Biochemical Oxygen Demand (5-day), mg/l: 10

Total Suspended Solids, mg/l: 15

Ammonia Nitrogen, mg/l: 3

Total Phosphorus, mg/l: N/A

Dissolved Oxygen, mg/l: 4

Other: Click to enter text.

D. Disinfection Method

Identify the proposed method of disinfection.

☒ Chlorine: 2 mg/l after 20 minutes detention time at peak flow

Dechlorination process: None

☐ Ultraviolet Light: Click to enter text. seconds contact time at peak flow

☐ Other: Click to enter text.

Section 4. Design Calculations (Instructions Page 58)

Attach design calculations and plant features for each proposed phase. Example 4 of the instructions includes sample design calculations and plant features.

Attachment: 19

Section 5. Facility Site (Instructions Page 59)

A. 100-year floodplain

Will the proposed facilities be located above the 100-year frequency flood level?

☒ Yes ☐ No

If **no**, describe measures used to protect the facility during a flood event. Include a site map showing the location of the treatment plant within the 100-year frequency flood level. If applicable, provide the size and types of protective structures.

Click to enter text.

Provide the source(s) used to determine 100-year frequency flood plain.

FEMA

For a new or expansion of a facility, will a wetland or part of a wetland be filled?

☐ Yes ☒ No

If yes, has the applicant applied for a US Corps of Engineers 404 Dredge and Fill Permit?

☐ Yes ☐ No

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

If no, provide the approximate date you anticipate submitting your application to the Corps: [Click to enter text.](#)

B. Wind rose

Attach a wind rose: Attachment 20

Section 6. Permit Authorization for Sewage Sludge Disposal (Instructions Page 59)

A. Beneficial use authorization

Are you requesting to include authorization to land apply sewage sludge for beneficial use on property located adjacent to the wastewater treatment facility under the wastewater permit?

☐ Yes ☒ No

If yes, attach the completed **Application for Permit for Beneficial Land Use of Sewage Sludge (TCEQ Form No. 10451)**: N/A

B. Sludge processing authorization

Identify the sludge processing, storage or disposal options that will be conducted at the wastewater treatment facility:

- ☐ Sludge Composting
- ☐ Marketing and Distribution of sludge
- ☐ Sludge Surface Disposal or Sludge Monofill

If any of the above, sludge options are selected, attach the completed **Domestic Wastewater Permit Application: Sewage Sludge Technical Report (TCEQ Form No. 10056)**: N/A

Section 7. Sewage Sludge Solids Management Plan (Instructions Page 60)

Attach a solids management plan to the application.

Attachment: 21

The sewage sludge solids management plan must contain the following information:

- Treatment units and processes dimensions and capacities

- Solids generated at 100, 75, 50, and 25 percent of design flow
- Mixed liquor suspended solids operating range at design and projected actual flow
- Quantity of solids to be removed and a schedule for solids removal
- Identification and ownership of the ultimate sludge disposal site
- For facultative lagoons, design life calculations, monitoring well locations and depths, and the ultimate disposal method for the sludge from the facultative lagoon

An example of a sewage sludge solids management plan has been included as Example 5 of the instructions.

DOMESTIC WASTEWATER PERMIT APPLICATION

WORKSHEET 2.0: RECEIVING WATERS

The following information is required for all TPDES permit applications.

Section 1. Domestic Drinking Water Supply (Instructions Page 63)

Is there a surface water intake for domestic drinking water supply located within 5 miles downstream from the point or proposed point of discharge?

☐ Yes ☒ No

If **no**, proceed to Section 2. If **yes**, provide the following:

Owner of the drinking water supply: [Click to enter text.](#)

Distance and direction to the intake: [Click to enter text.](#)

Attach a USGS map that identifies the location of the intake.

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

Section 2. Discharge into Tidally Affected Waters (Instructions Page 63)

Does the facility discharge into tidally affected waters?

☐ Yes ☒ No

If **no**, proceed to Section 3. If **yes**, complete the remainder of this section. If no, proceed to Section 3.

A. Receiving water outfall

Width of the receiving water at the outfall, in feet: [Click to enter text.](#)

B. Oyster waters

Are there oyster waters in the vicinity of the discharge?

☐ Yes ☒ No

If **yes**, provide the distance and direction from outfall(s).

[Click to enter text.](#)

C. Sea grasses

Are there any sea grasses within the vicinity of the point of discharge?

☐ Yes ☒ No

If **yes**, provide the distance and direction from the outfall(s).

[Click to enter text.](#)

Section 3. Classified Segments (Instructions Page 63)

Is the discharge directly into (or within 300 feet of) a classified segment?

☐ Yes ☒ No

If **yes**, this Worksheet is complete.

If **no**, complete Sections 4 and 5 of this Worksheet.

Section 4. Description of Immediate Receiving Waters (Instructions Page 63)

Name of the immediate receiving waters: Sand Branch

A. Receiving water type

Identify the appropriate description of the receiving waters.

☒ Stream

☐ Freshwater Swamp or Marsh

☐ Lake or Pond

Surface area, in acres: Click to enter text.

Average depth of the entire water body, in feet: Click to enter text.

Average depth of water body within a 500-foot radius of discharge point, in feet:

☐ Man-made Channel or Ditch

☐ Open Bay

☐ Tidal Stream, Bayou, or Marsh

☐ Other, specify: Click to enter text.

B. Flow characteristics

If a stream, man-made channel or ditch was checked above, provide the following. For existing discharges, check one of the following that best characterizes the area *upstream* of the discharge. For new discharges, characterize the area *downstream* of the discharge (check one).

☒ Intermittent - dry for at least one week during most years

☐ Intermittent with Perennial Pools - enduring pools with sufficient habitat to maintain significant aquatic life uses

☐ Perennial - normally flowing

Check the method used to characterize the area upstream (or downstream for new dischargers).

☐ USGS flow records

☐ Historical observation by adjacent landowners

☒ Personal observation

☐ Other, specify: Click to enter text.

C. Downstream perennial confluences

List the names of all perennial streams that join the receiving water within three miles downstream of the discharge point.

Middle Yegua Creek

D. Downstream characteristics

Do 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, discuss how.

The wastewater treatment facility effluent flows by gravity to Sand Branch, thence to an unnamed pond located southeast of the wastewater treatment facility property, thence to a second unnamed pond located on the east, thence to Sand Branch again, thence to Cross Creek, thence to Yegua Creek, and thence to Somerville Lake (Classified Segment 1212).

E. Normal dry weather characteristics

Provide general observations of the water body during normal dry weather conditions.

During dry normal conditions at the observed section of Sand Branch was dry with no flow.

Date and time of observation: [Click to enter text.](#)

Was the water body influenced by stormwater runoff during observations?

☐ Yes ☒ No

Section 5. General Characteristics of the Waterbody (Instructions Page 65)

A. Upstream influences

Is the immediate receiving water upstream of the discharge or proposed discharge site influenced by any of the following? Check all that apply.

- | | |
|---|--|
| <input type="checkbox"/> Oil field activities | <input type="checkbox"/> Urban runoff |
| <input type="checkbox"/> Upstream discharges | <input type="checkbox"/> Agricultural runoff |
| <input type="checkbox"/> Septic tanks | <input type="checkbox"/> Other(s), specify: Click to enter text. |

B. Waterbody uses

Observed or evidences of the following uses. Check all that apply.

- | | |
|--|--|
| <input type="checkbox"/> Livestock watering | <input type="checkbox"/> Contact recreation |
| <input type="checkbox"/> Irrigation withdrawal | <input type="checkbox"/> Non-contact recreation |
| <input type="checkbox"/> Fishing | <input type="checkbox"/> Navigation |
| <input type="checkbox"/> Domestic water supply | <input type="checkbox"/> Industrial water supply |
| <input type="checkbox"/> Park activities | <input type="checkbox"/> Other(s), specify: Click to enter text. |

C. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the receiving water and the surrounding area.

- ☐ Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional
- ☒ Natural Area: trees and/or native vegetation; 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

DOMESTIC WASTEWATER PERMIT APPLICATION

WORKSHEET 2.1: STREAM PHYSICAL CHARACTERISTICS

Required for new applications, major facilities, and applications adding an outfall.

Worksheet 2.1 is not required for discharges to intermittent streams or discharges directly to (or within 300 feet of) a classified segment.

Section 1. General Information (Instructions Page 65)

Date of study: 5/21/2025 Time of study: 9:00 AM

Stream name: Sand Branch

Location: 30°26'24.53" N, 97°09'48.25" W

Type of stream upstream of existing discharge or downstream of proposed discharge (check one).

☐ Perennial ☒ Intermittent with perennial pools

Section 2. Data Collection (Instructions Page 65)

Number of stream bends that are well defined: n/a

Number of stream bends that are moderately defined: n/a

Number of stream bends that are poorly defined: n/a

Number of riffles: n/a

Evidence of flow fluctuations (check one):

☒ Minor ☐ moderate ☐ severe

Indicate the observed stream uses and if there is evidence of flow fluctuations or channel obstruction/modification.

No observed stream uses while conducting stream assessment.

Stream transects

In the table below, provide the following information for each transect downstream of the existing or proposed discharges. Use a separate row for each transect.

Table 2.1(1) - Stream Transect Records

Stream type at transect Select riffle, run, glide, or pool. See Instructions, Definitions section.	Transect location	Water surface width (ft)	Stream depths (ft) at 4 to 10 points along each transect from the channel bed to the water surface. Separate the measurements with commas.
Dry	At Discharge Point	18	N/A, Stream was dry
Dry	835 Feet from Discharge Point	51	N/A Stream was dry
Pool	1430 Feet from Discharge Point	40	0.5, 2, 2.5, 0.8
Pool	2010 Feet from Discharge Point	340	3, 10, 38, 61, 12
Pool	2640 Feet from Discharge Point	370	2.5, 20, 61, 27
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			
Choose an item.			

Section 3. Summarize Measurements (Instructions Page 65)

Streambed slope of entire reach, from USGS map in feet/feet: 0.0231

Approximate drainage area above the most downstream transect (from USGS map or county highway map, in square miles): 2.78

Length of stream evaluated, in feet: 2640

Number of lateral transects made: 5

Average stream width, in feet: 163.8

Average stream depth, in feet: 20.025

Average stream velocity, in feet/second: 0.076 ft/sec

Instantaneous stream flow, in cubic feet/second: 249.287

Indicate flow measurement method (type of meter, floating chip timed over a fixed distance, etc.): Floating chip timed over a fixed distance

Size of pools (large, small, moderate, none): Moderate

Maximum pool depth, in feet: 61

DOMESTIC WASTEWATER PERMIT APPLICATION

WORKSHEET 6.0: INDUSTRIAL WASTE CONTRIBUTION

The following is required for all publicly owned treatment works.

Section 1. All POTWs (Instructions Page 87)

A. Industrial users (IUs)

Provide the number of each of the following types of industrial users (IUs) that discharge to your POTW and the daily flows from each user. See the Instructions for definitions of Categorical IUs, Significant IUs – non-categorical, and Other IUs.

If there are no users, enter 0 (zero).

Categorical IUs:

Number of IUs: 0

Average Daily Flows, in MGD: 0

Significant IUs – non-categorical:

Number of IUs: 0

Average Daily Flows, in MGD: 0

Other IUs:

Number of IUs: 0

Average Daily Flows, in MGD: 0

B. Treatment plant interference

In the past three years, has your POTW experienced treatment plant interference (see instructions)?

☐ Yes ☒ No

If yes, identify the dates, duration, description of interference, and probable cause(s) and possible source(s) of each interference event. Include the names of the IUs that may have caused the interference.

N/A

C. Treatment plant pass through

In the past three years, has your POTW experienced pass through (see instructions)?

☐ Yes ☐ No

If **yes**, identify the dates, duration, a description of the pollutants passing through the treatment plant, and probable cause(s) and possible source(s) of each pass through event. Include the names of the IUs that may have caused pass through.

N/A

D. Pretreatment program

Does your POTW have an approved pretreatment program?

☐ Yes ☐ No

If **yes**, complete Section 2 only of this Worksheet.

Is your POTW required to develop an approved pretreatment program?

☐ Yes ☐ No

If **yes**, complete Section 2.c. and 2.d. only, and skip Section 3.

If **no to either question above**, skip Section 2 and complete Section 3 for each significant industrial user and categorical industrial user.

Section 2. POTWs with Approved Programs or Those Required to Develop a Program (Instructions Page 87)

A. Substantial modifications

Have there been any **substantial modifications** to the approved pretreatment program that have not been submitted to the TCEQ for approval according to *40 CFR §403.18*?

☐ Yes ☒ No

If **yes**, identify the modifications that have not been submitted to TCEQ, including the purpose of the modification.

N/A

B. Non-substantial modifications

Have there been any **non-substantial modifications** to the approved pretreatment program that have not been submitted to TCEQ for review and acceptance?

☐ Yes ☒ No

If yes, identify all non-substantial modifications that have not been submitted to TCEQ, including the purpose of the modification.

N/A

C. Effluent parameters above the MAL

In Table 6.0(1), list all parameters measured above the MAL in the POTW's effluent monitoring during the last three years. Submit an attachment if necessary.

Table 6.0(1) – Parameters Above the MAL

Pollutant	Concentration	MAL	Units	Date

D. Industrial user interruptions

Has any SIU, CIU, or other IU caused or contributed to any problems (excluding interferences or pass throughs) at your POTW in the past three years?

☐ Yes ☒ No

If **yes**, identify the industry, describe each episode, including dates, duration, description of the problems, and probable pollutants.

N/A

Section 3. Significant Industrial User (SIU) Information and Categorical Industrial User (CIU) (Instructions Page 88)

A. General information

Company Name: N/A

SIC Code: Click to enter text.

Contact name: Click to enter text.

Address: Click to enter text.

City, State, and Zip Code: Click to enter text.

Telephone number: Click to enter text.

Email address: Click to enter text.

B. Process information

Describe the industrial processes or other activities that affect or contribute to the SIU(s) or CIU(s) discharge (i.e., process and non-process wastewater).

N/A

C. Product and service information

Provide a description of the principal product(s) or services performed.

N/A

D. Flow rate information

See the Instructions for definitions of “process” and “non-process wastewater.”

Process Wastewater:

Discharge, in gallons/day: Click to enter text.

Discharge Type: ☐ Continuous ☐ Batch ☐ Intermittent

Non-Process Wastewater:

Discharge, in gallons/day: Click to enter text.

Discharge Type: ☐ Continuous ☐ Batch ☐ Intermittent

E. Pretreatment standards

Is the SIU or CIU subject to technically based local limits as defined in the instructions?

☐ Yes ☐ No

Is the SIU or CIU subject to categorical pretreatment standards found in *40 CFR Parts 405-471*?

☐ Yes ☐ No

If subject to categorical pretreatment standards, indicate the applicable category and subcategory for each categorical process.

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

[Click or tap here to enter text.](#) [Click to enter text.](#)

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

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

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

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

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

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

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

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

F. Industrial user interruptions

Has the SIU or CIU caused or contributed to any problems (e.g., interferences, pass through, odors, corrosion, blockages) at your POTW in the past three years?

☐ Yes ☒ No

If yes, identify the SIU, describe each episode, including dates, duration, description of problems, and probable pollutants.

[Click to enter text.](#)

Attachment 1

10400 – Core Data Form



TCEQ Core Data Form

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

SECTION I: General Information

1. Reason for Submission (If other is checked please describe in space provided.)		
<input checked="" type="checkbox"/> New Permit, Registration or Authorization (Core Data Form should be submitted with the program application.)		
<input type="checkbox"/> Renewal (Core Data Form should be submitted with the renewal form)	<input type="checkbox"/> Other	
2. Customer Reference Number (if issued)	Follow this link to search for CN or RN numbers in Central Registry**	3. Regulated Entity Reference Number (if issued)
CN 606168508		RN

SECTION II: Customer Information

4. General Customer Information		5. Effective Date for Customer Information Updates (mm/dd/yyyy)			
<input type="checkbox"/> New Customer <input type="checkbox"/> Update to Customer Information <input checked="" type="checkbox"/> Change in Regulated Entity Ownership <input type="checkbox"/> Change in Legal Name (Verifiable with the Texas Secretary of State or Texas Comptroller of Public Accounts)					
<i>The Customer Name submitted here may be updated automatically based on what is current and active with the Texas Secretary of State (SOS) or Texas Comptroller of Public Accounts (CPA).</i>					
6. Customer Legal Name (If an individual, print last name first: eg: Doe, John)				<i>If new Customer, enter previous Customer below:</i>	
Sandow Municipal Utility District No. 1					
7. TX SOS/CPA Filing Number		8. TX State Tax ID (11 digits)		9. Federal Tax ID (9 digits)	10. DUNS Number (if applicable)
11. Type of Customer:		<input checked="" type="checkbox"/> Corporation		<input type="checkbox"/> Individual	Partnership: <input type="checkbox"/> General <input type="checkbox"/> Limited
Government: <input type="checkbox"/> City <input type="checkbox"/> County <input type="checkbox"/> Federal <input type="checkbox"/> Local <input type="checkbox"/> State <input type="checkbox"/> Other		<input type="checkbox"/> Sole Proprietorship		<input type="checkbox"/> Other:	
12. Number of Employees				13. Independently Owned and Operated?	
<input checked="" type="checkbox"/> 0-20 <input type="checkbox"/> 21-100 <input type="checkbox"/> 101-250 <input type="checkbox"/> 251-500 <input type="checkbox"/> 501 and higher				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
14. Customer Role (Proposed or Actual) – as it relates to the Regulated Entity listed on this form. Please check one of the following					
<input type="checkbox"/> Owner <input type="checkbox"/> Operator <input checked="" type="checkbox"/> Owner & Operator <input type="checkbox"/> Other: <input type="checkbox"/> Occupational Licensee <input type="checkbox"/> Responsible Party <input type="checkbox"/> VCP/BSA Applicant					
15. Mailing Address:	ABHR c/o Duggan Baker				
	919 Congress Avenue, Suite 1500				
	City	Austin	State	TX	ZIP 78701 ZIP + 4
16. Country Mailing Information (if outside USA)				17. E-Mail Address (if applicable)	
				dbaker@ABHR.com	

18. Telephone Number	19. Extension or Code	20. Fax Number (if applicable)
(512) 518-2434		() -

SECTION III: Regulated Entity Information

21. General Regulated Entity Information (If 'New Regulated Entity' is selected, a new permit application is also required.)								
<input checked="" type="checkbox"/> New Regulated Entity <input type="checkbox"/> Update to Regulated Entity Name <input type="checkbox"/> Update to Regulated Entity Information								
<i>The Regulated Entity Name submitted may be updated, in order to meet TCEQ Core Data Standards (removal of organizational endings such as Inc, LP, or LLC).</i>								
22. Regulated Entity Name (Enter name of the site where the regulated action is taking place.)								
Wastewater Treatment Facility 2								
23. Street Address of the Regulated Entity: (No PO Boxes)								
	City		State		ZIP		ZIP + 4	
24. County								

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

25. Description to Physical Location:	The wastewater treatment facility is located approximately 2 miles south and 0.75 west of the intersection of FM 455 and FM 112.							
26. Nearest City	State				Nearest ZIP Code			
Lexington	Tx				78947			
<i>Latitude/Longitude are required and may be added/updated to meet TCEQ Core Data Standards. (Geocoding of the Physical Address may be used to supply coordinates where none have been provided or to gain accuracy).</i>								
27. Latitude (N) In Decimal:		30.44015			28. Longitude (W) In Decimal:		-97.163403	
Degrees	Minutes	Seconds	Degrees	Minutes	Seconds			
30	26	24.54	97	09	48.25			
29. Primary SIC Code (4 digits)	30. Secondary SIC Code (4 digits)		31. Primary NAICS Code (5 or 6 digits)			32. Secondary NAICS Code (5 or 6 digits)		
4952	0000		221320			562219		
33. What is the Primary Business of this entity? (Do not repeat the SIC or NAICS description.)								
Wastewater Treatment								
34. Mailing Address:	Allen Boone Humphries Robinson LLP; Attn: Steve Robinson							
	919 Congress Avenue Suite 500							
	City	Austin	State	TX	ZIP	78701	ZIP + 4	
35. E-Mail Address:		dbaker@abhr.com						
36. Telephone Number			37. Extension or Code			38. Fax Number (if applicable)		
(512) 518-2434						() -		

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 WQ001684001	<input type="checkbox"/> Wastewater Agriculture	<input type="checkbox"/> Water Rights	<input type="checkbox"/> Other:

SECTION IV: Preparer Information

40. Name:	Raul Dominguez			41. Title:	P.E.
42. Telephone Number	43. Ext./Code	44. Fax Number	45. E-Mail Address		
(346) 439-8113		() -	raul.dominguez@kimley-horn.com		

SECTION V: Authorized Signature

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

Company:	Sandow Municipal Utility District No.1	Job Title:	President, Board of Directors
Name (In Print):	Lee Dew Jenkins, II	Phone:	(512) 518- 2424
Signature:		Date:	6/3/25

Attachment 2

Plain Language Summary



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUMMARY OF APPLICATION IN PLAIN LANGUAGE FOR TPDES OR TLAP PERMIT APPLICATIONS

Summary of Application (in plain language) 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 of your facility and application as required by Title 30, Texas Administrative Code (30 TAC), Chapter 39, Subchapter H. You may modify the template as necessary to accurately describe your 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 you 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. After filling in the information for your facility delete these instructions.

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 DOMESTIC 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.

Sadow Mud No.1 (CN606168508) proposes to operate the Wastewater Treatment Facility No.2 (RN N/A), a wastewater treatment facility. The facility will be located at approximately 2 miles south and 0.75 west of the intersection of FM 455 and FM 112, in Lexington, Lee County, Texas 78947. The facility is sized to serve industrial, commercial, and single family. The full buildout average daily flow is projected to be 6.0 MGD but for this permit the maximum will be 0.9 MGD for the 3 phases. The facility's permitted flow rate was selected to allow for fluctuations, inflow, and infiltration that may enter the collection system.

Discharges from the facility are expected to contain five-day biological oxygen demand (BOD₅) total suspended solids (TSS), ammonia nitrogen (NH₃-N), phosphorous (P), and dissolved oxygen (DO). The municipal wastewater will be treated by a conventional activated sludge

process plant and the treatment units will include a bar screen, aeration basins, clarifiers, chlorine contact basins, and sludge digesters.

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

AGUAS RESIDUALES DOMÉSTICAS /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.

Sadow MUD No. 1 (CN606168508) propone operar la instalación de tratamiento de aguas residuales No.2 RN N/A, una instalación de tratamiento de aguas residuales. La instalación estará ubicada en aproximadamente 2 millas al sur y 0,75 millas al oeste de la intersección de FM 455 y FM 112, en Lexington, Condado de Lee, Texas 78947. La instalación está dimensionada para abastecer a sectores industriales, comerciales y unifamiliares. Se proyecta que el flujo diario promedio total sera en ultima instancia de 6.0 MGD, pero para este permiso el máximo será de 0.9 MGD para 3 fases. El caudal permitido de la instalación se seleccionó para permitir las fluctuaciones del flujo, la entrada, y la infiltración que puedan ingresar al sistema de recolección.

Se espera que las descargas de la instalación contengan materia orgánica del agua residual basada en 5 días (BOD₅), sólidos suspendidos totales (SST), nitrógeno amoniacal (NH₃-N), fósforo (P), y oxígeno disuelto (DO). El agua residual municipal. **estará** tratado por una instalación de proceso de lodos activados convencional y las unidades de tratamiento incluirán una pantalla de barras, tanques de aireación, tanques clarificadores, tanques de contacto con cloro, y digestores de lodos.

Attachment 3

Public Involvement Plan Form



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.

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

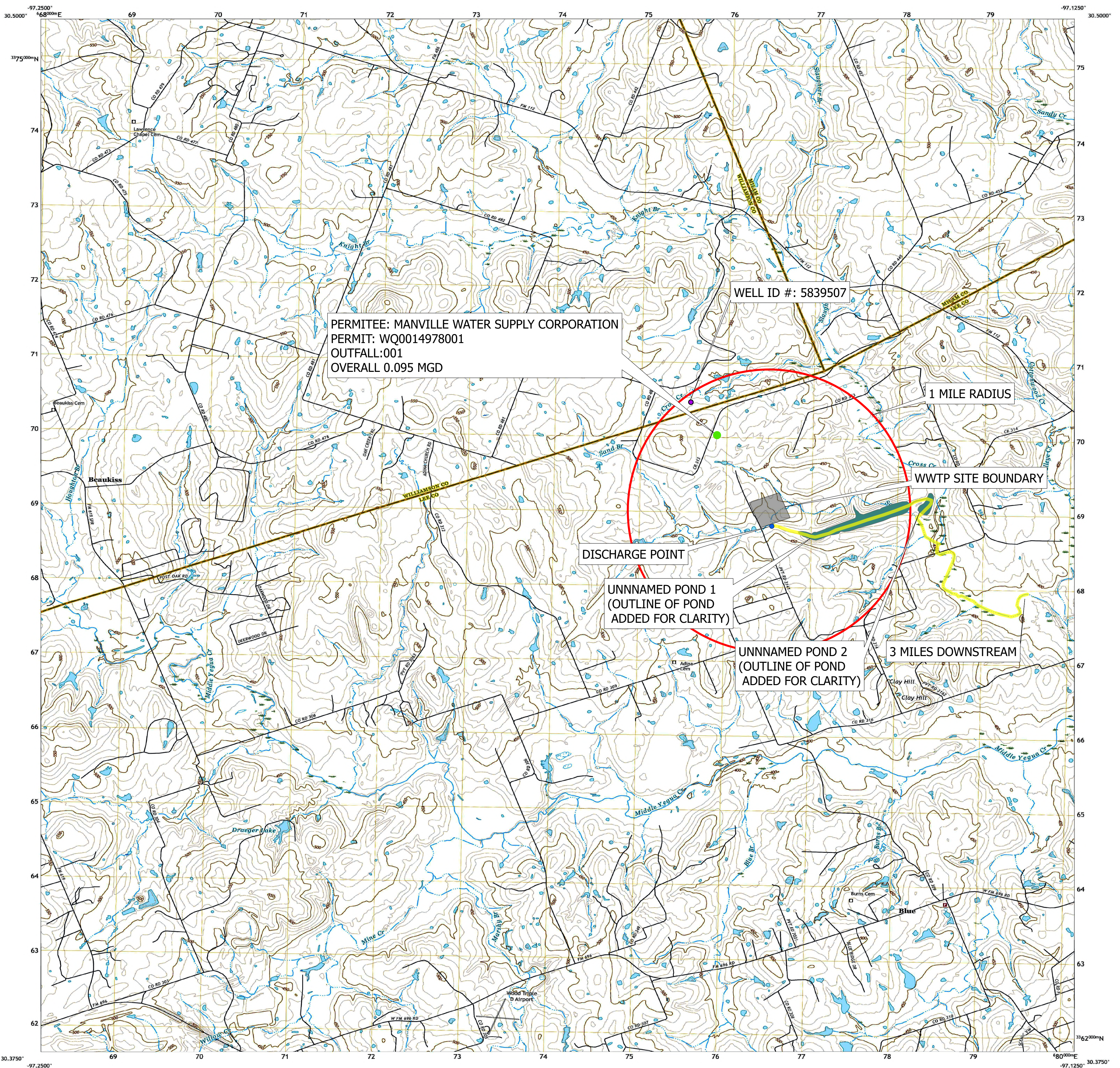
Posted on Commissioner's Integrated Database Website

Mailed by TCEQ's Office of the Chief Clerk

Other (specify)

Attachment 4

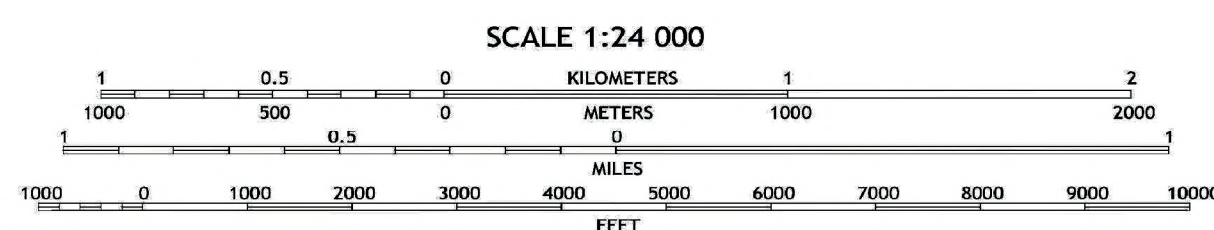
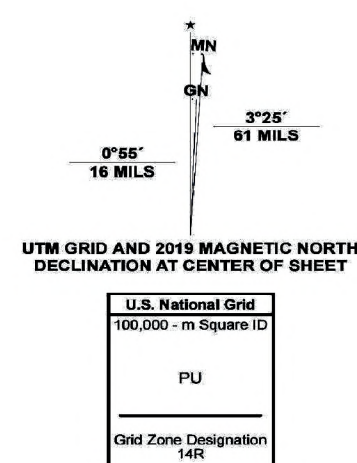
USGS Map



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 14R
 This map is not a legal document. Boundaries may be
 generalized for this map scale. Private lands and mineral
 reservations may not be shown. Obtain permission before
 entering private lands.

Imagery: US NADP, September 16 - November 26
 Census Bureau 2015 2019
Name:
Hydrography: Nations Hydrography Dataset, 2002 2022
 Nations Hydrography Dataset 2019 2021
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 Thrall
4		5	2 Thorndale
6	7	8	3 Alcoa Lake




ADJOINING QUADRANGLES

- 4 Structure
- 5 Lexington
- 6 Elgin East
- 7 McDade
- 8 Fedor

ADJOINING QUADRANGLES

ROAD CLASSIFICATION

Expressway		Local Connector	
Secondary Hwy		Local Road	
Ramp		4WD	

 Interstate Route	 US Route	 State Route
--	--	---

BEAUKISS, TX
2022

Kimley»»Horn

**ATTACHMENT 4
SANDOW MUD No. 1
WASTEWATER TREATMENT FACILITY No.2
DOMESTIC WASTEWATER PERMIT
USGS MAP**

DATE: 05/30/2025

DESIGN: AET

DRAWN: AET

CHECKED: RED

KHA NO: 064531846

Attachment 5
Affected Landowner Map

LEGEND

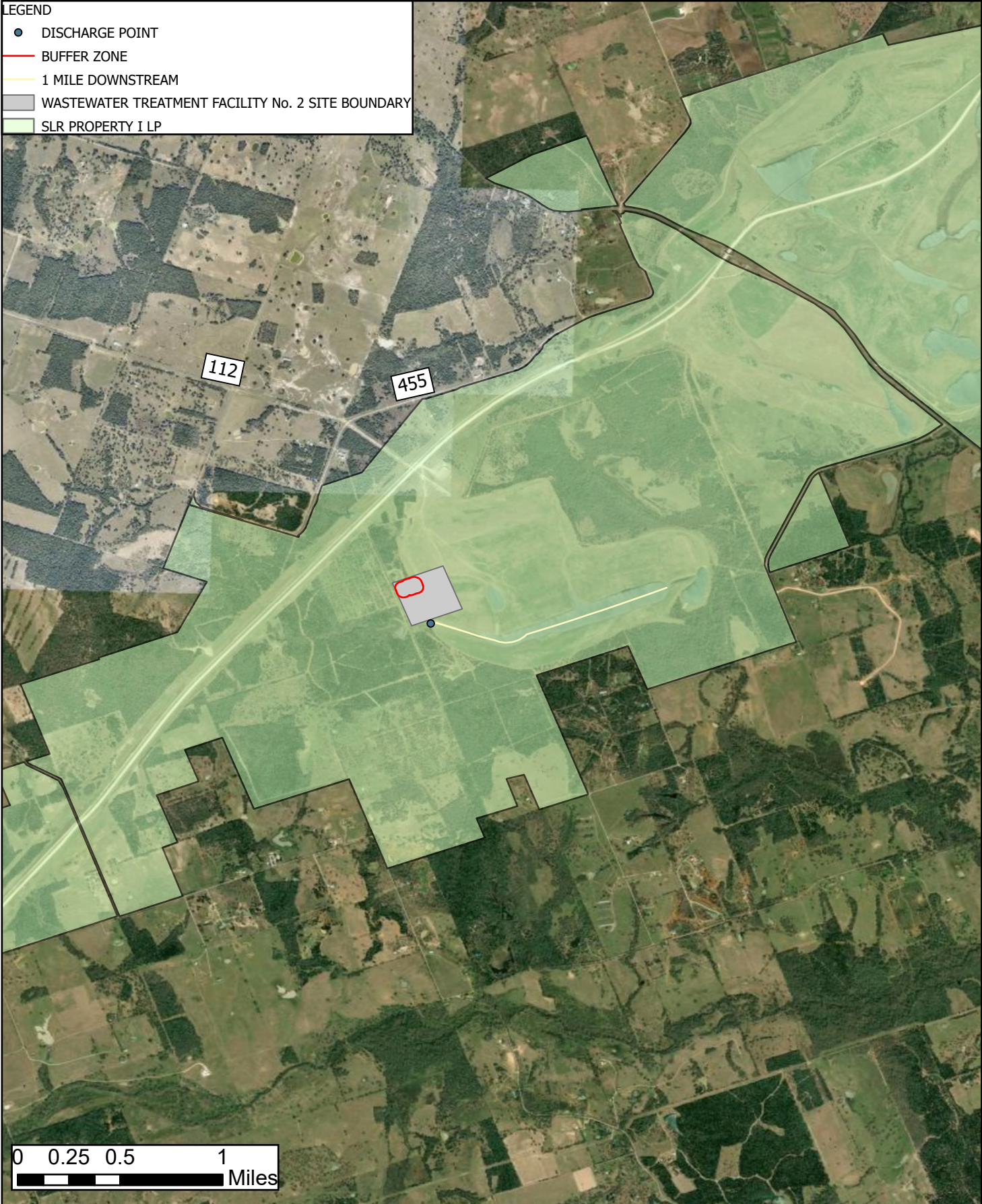
● DISCHARGE POINT

— BUFFER ZONE

— 1 MILE DOWNSTREAM

WASTEWATER TREATMENT FACILITY No. 2 SITE BOUNDARY

SLR PROPERTY I LP



EX

DATE: 6/11/2025

DESIGN: AET

DRAWN: AET

CHECKED: RED

KHA NO.: 064531846

ATTACHMENT 5

TPDES PERMIT APPLICATION

AFFECTED LANDOWNER MAP

SANDOW MUD No. 1

WASTEWATER TREATMENT FACILITY No.2

N

Kimley»Horn

No.	Revision	By	Date

Attachment 6

Cross Referenced Affected Landowner List

ATTACHMENT 6

LIST OF AFFECTED LANDOWNERS

1. SLR Property I, LP
PO Box 1491
Rockdale, Texas 76567

Attachment 7

Affected Landowner Mailing Labels

SLR PROPERTY I, LP
PO BOX 1491
ROCKDALE, TEXAS, 76567

SLR PROPERTY I, LP
PO BOX 1491
ROCKDALE, TEXAS, 76567

SLR PROPERTY I, LP
PO BOX 1491
ROCKDALE, TEXAS, 76567

SLR PROPERTY I, LP
PO BOX 1491
ROCKDALE, TEXAS, 76567

Attachment 8

Site Photo Location Map

LEGEND

- DISCHARGE POINT
- 1 MILE DISCHARGE
- ▭ WASTEWATER TREATMENT FACILITY SITE BOUNDARY
- ▭ SERVICE AREA



<div data-bbox="113 1921 259 2016"> <p>EX</p> </div>	DATE:	6/11/2025	<div data-bbox="503 1900 795 2005"> <p>ATTACHMENT 8 TPDES PERMIT APPLICATION SITE PHOTO LAYOUT</p> </div>	<div data-bbox="803 1921 1104 2016"> <p>SANDOW MUD No. 1 WASTEWATER TREATMENT FACILITY No.2</p> </div>	<div data-bbox="1144 1900 1218 2026"> <p>N</p> </div>	<div data-bbox="1315 1900 1526 1953"> <p>Kimley»Horn</p> </div>			
	DESIGN:	AET				No.	Revision	By	Date
	DRAWN:	AET							
	CHECKED:	RED							
	KHA NO.:	064531846							

Attachment 9

Site and Discharge Point Photos

ATTACHMENT 9

SITE AND DISCHARGE POINT PHOTOS



Picture 1 – Upstream of Discharge Point

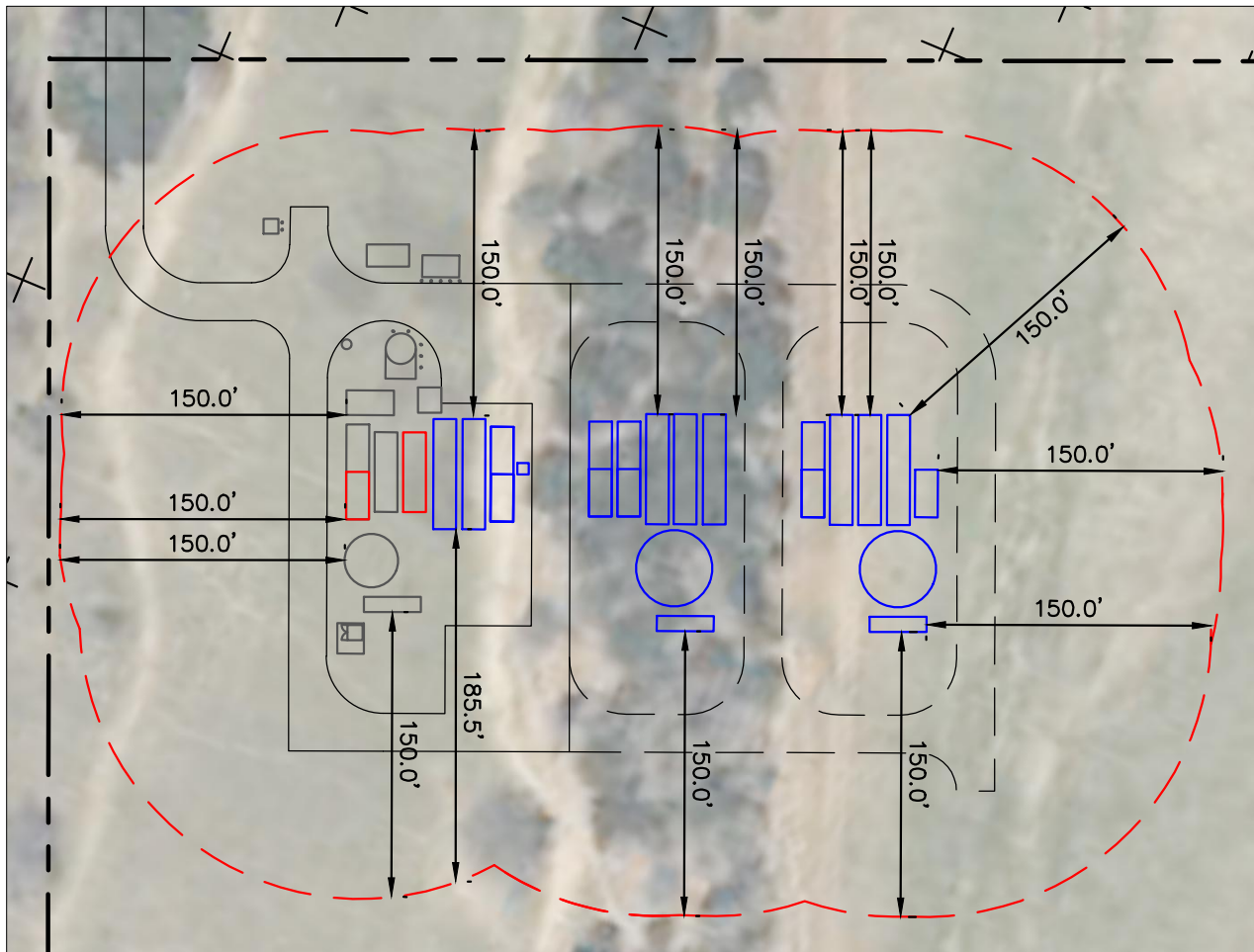


Picture 2 – Downstream of Discharge Point



Picture 3 – Proposed Site

Attachment 10
Buffer Zone Map



LEGEND

- PHASE 1 – 0.075 MGD
- PHASE 2 – 0.15 MGD
- PHASE 3 – 0.90 MGD
- - - 150' BUFFER ZONE
- + + +
+ + + SURROUNDING NON-LEASED
PROPERTY OWNED BY
OTHERS
- - - WWTP PROPERTY BOUNDARY

ATTACHMENT 10.0 PROPOSED WASTEWATER TREATMENT FACILITY No.2 BUFFER ZONE MAP

Attachment 11
SPIF with USGS Map

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

SUPPLEMENTAL PERMIT INFORMATION FORM (SPIF)

FOR AGENCIES REVIEWING DOMESTIC OR INDUSTRIAL TPDES WASTEWATER PERMIT APPLICATIONS

TCEQ USE ONLY:

Application type: ____Renewal ____Major Amendment ____Minor Amendment ____New

County: _____ Segment Number: _____

Admin Complete Date: _____

Agency Receiving SPIF:

____ Texas Historical Commission

____ U.S. Fish and Wildlife

____ Texas Parks and Wildlife Department

____ U.S. Army Corps of Engineers

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

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

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

The following applies to all applications:

1. Permittee: Sandow MUD No.1

Permit No. WQ00 _____

EPA ID No. TX _____

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

The wastewater treatment facility is located approximately 2 miles south and 0.75 west of the intersection of FM 455 and FM 112.

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): Mr.

First and Last Name: Chris Harris

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

Title: Engineer

Mailing Address: 2800 Texas Ave #201

City, State, Zip Code: Bryan, Texas 77802

Phone No.: (979) 307 - 5040 Ext.: Fax No.:

E-mail Address: chris.harris@kimley-horn.com

2. List the county in which the facility is located: Lee County
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.

The wastewater treatment facility effluent flows by gravity to Sand Branch, thence to an unnamed pond located southeast of the wastewater treatment facility property, thence to a second unnamed pond located on the east, thence to Sand Branch again, thence to Cross Creek, thence to Yegua Creek, and thence to Somerville Lake (Classified Segment 1212).

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 proposed site is approximately 37.2 acres. A portion of the site approximately 2 acres will be disturbed by construction of crushed stone foundations and access road. Also, the on-site lift station and gravity sewer will be deep and disturb soils up to 25-30 feet deep.

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

Existing land is unimproved vacant land. The site is mostly covered in small trees and shrubs.

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:

No buildings on site.

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

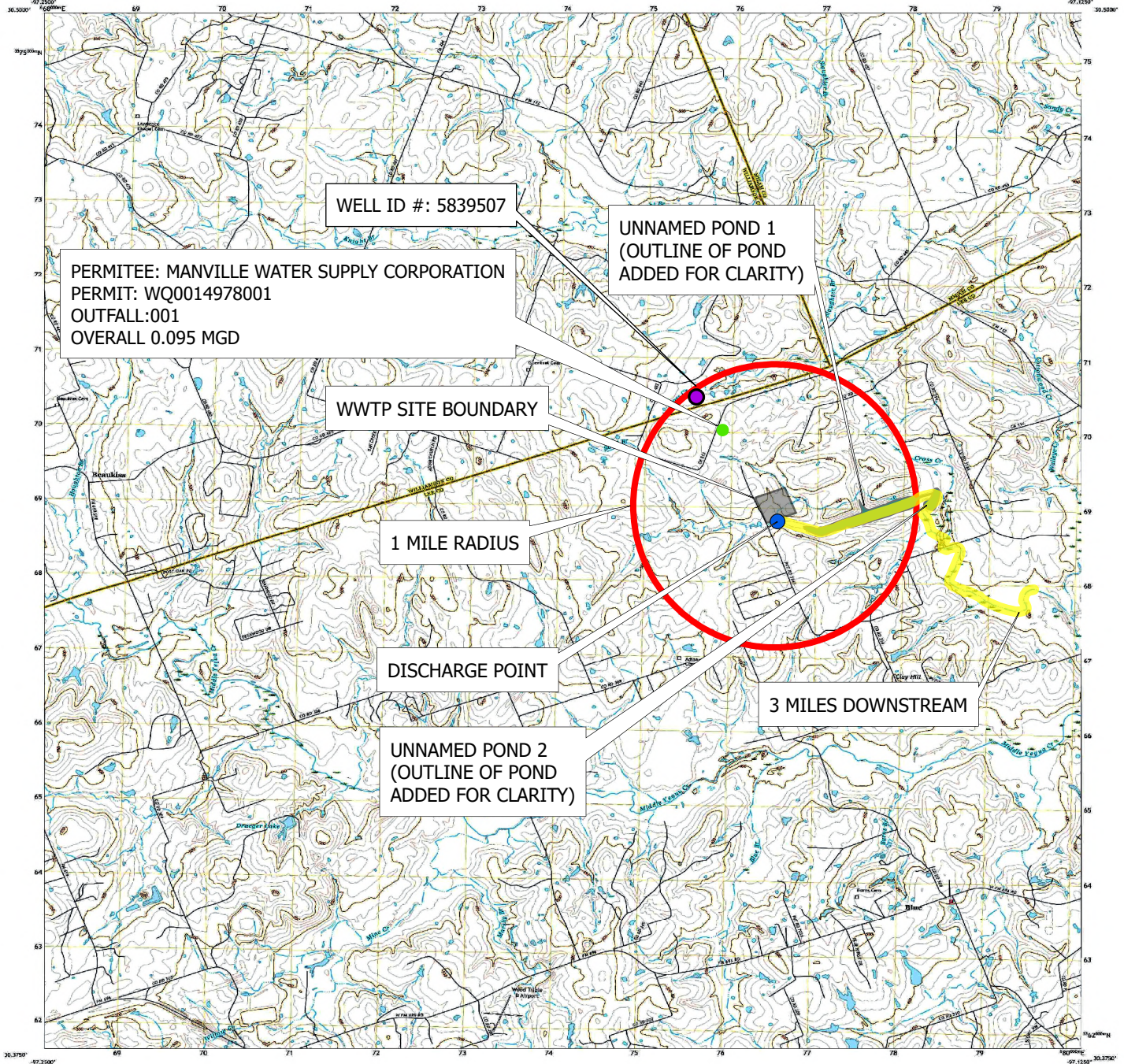
No buildings on site.



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



BEAUKISS QUADRANGLE
TEXAS
7.5-MINUTE SERIES



Produced by the United States Geological Survey
North American Datum of 1983 (NAD83)
Horizontal datum: Transverse Mercator, Zone 14S
Vertical datum: Mean Sea Level, 1988
This map is not a legal document. Mapmakers may be
generalized for this map scale. Please consult with government
agencies for more information. Please contribute to the
accuracy of this map.

Map: September 2016 - November 2016
Data: U.S. Census Bureau, 2010
Topography: National Map Accuracy Standards, 2001
Contours: National Map Accuracy Standards, 2001
Roads: National Map Accuracy Standards, 2001
Water: National Map Accuracy Standards, 2001



SCALE 1:24,000
1" = 2000'
1" = 3200'
1" = 4800'

CONTINUOUS 10-100
NORTH AMERICAN DATUM OF 1983
This map was produced to conform with the
National Map Accuracy Standards (NMAS) of 1983.



1	2	3
4	5	6
7	8	9

ROAD CLASSIFICATION
Expressway
Secondary Road
Road
Interstate Road
Local Road
US Route
State Route

BEAUKISS, TX
2022

EX

DATE: 6/11/2025
DESIGN: AET
DRAWN: AET
CHECKED: RED
KHA NO.: 064531846

ATTACHMENT 11
TPDES PERMIT APPLICATION
SPIF

SANDOW MUD No. 1
WASTEWATER
TREATMENT FACILITY No.2

Kimley»Horn

No.	Revision	By	Date

Attachment 12

Treatment Process Description

ATTACHMENT 12

TREATMENT PROCESS UNIT DESCRIPTION

PHASE I – 0.075 MGD

The proposed phase I of the WWTF treatment process is a complete mix activated sludge process that has one aeration basin, one clarifier, one chlorine contact basin, and one digester. The influent flow is first pumped by the onsite duplex lift station through one firm pump (with one pump for redundancy) and is discharged into a coarse bar screen located over the aeration basins, which is then conveyed to the aeration basin. The aeration basin is aerated by a series of coarse bubble diffusers supplied by two blowers. After the aeration basin, the process flow then enters the clarifier that has a return flow that goes back to the aeration basin via an air lift or can be sent to the digester to be stabilized and held for thickening. The clarified effluent then proceeds to the chlorine contact basin that is disinfected by a sodium hypochlorite (liquid bleach) system. The dosage rate for the sodium hypochlorite is flow paced determined by the water height over a v-notch weir determined by a transducer. Once disinfected the effluent then passes through a gravity sewer system to its discharge point to the southeast of the wastewater treatment facility.

PHASE II – 0.15 MGD

Phase II of the WWTF will follow the same process as Phase I of the facility with some additional basins to accommodate the increased flow. The existing on-site lift station will be expanded to a triplex configuration to pump the increase in permitted flow. A second aeration basin will be added in parallel with the existing aeration basin from phase I. The clarifier and chlorine contact basin will be used to their full capacity to accommodate the increase in permitted flow. A second digester basin will be added to accommodate the additional sludge produced from the increased flow to the plant.

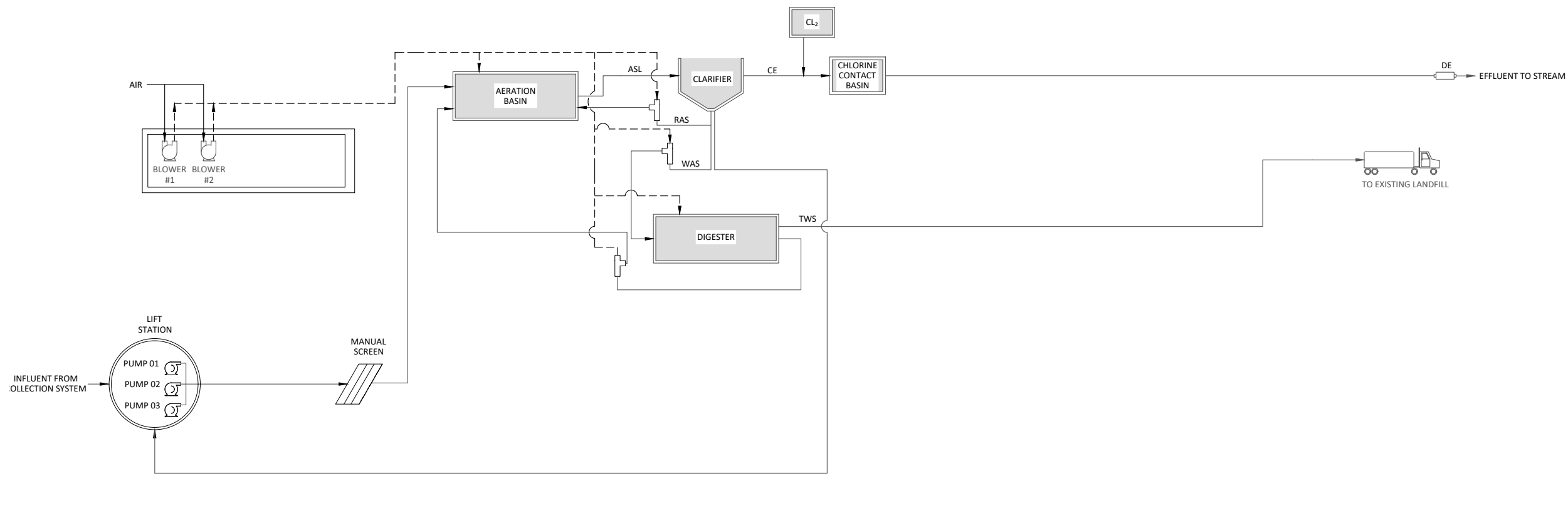
PHASE III – 0.90 MGD

Phase III of the WWTF will follow the same process as the previous phases. The lift station will be upsized to accommodate the increased flow. Once flow is screened at the coarse bar screen, the flow will be capable of being split between the six aeration basins in parallel, and the flow will be split between three clarifiers. Additional chlorine contact basins will be added to disinfect the Phase III flow. Additionally, in Phase III a dechlorination basin will be sized for a minimum of 20 second contact time before the effluent is discharged.

Attachment 13
Treatment Units

Attachment 13 - Treatment Units		
Phase I - 0.075 MGD WWTP	No. of Units	Dimensions (LxWxH, Dia.)
Treatment Unit Type		
Proposed Lift Station	1	H = 30', 14' Dia.
Proposed Aeration Basin	1	42' x 12' x 13.17'
Proposed Clarifier	1	H = 13.17', 28' Dia.
Proposed Digester	1	25' x 12' x 11.5'
Proposed Chlorine Contact Basin	1	8' x 30' x 11.17'
Phase II - 0.15 MGD WWTP	No. of Units	Dimensions (LxWxH, Dia.)
Existing Lift Station	1	H = 30', 14' Dia.
Existing Aeration Basin	1	42' x 12' x 13.17'
Proposed Aeration Basin	1	42' x 12' x 13.17'
Existing Clarifier	1	H = 13', 28' Dia.
Existing Digester	1	25' x 12' x 11.5'
Proposed Digester	1	25' x 12' x 11.5'
Existing Chlorine Contact Basin	1	8' x 30' x 11.17'
Phase III - 0.9 MGD WWTP	No. of Units	Dimensions (LxWxH, Dia.)
Existing Lift Station	1	H = 30', 14' Dia.
Existing Aeration Basin	2	42' x 12' x 13.17'
Proposed Aeration Basin	8	58' x 12' x 13.17'
Existing Clarifier	1	H = 13.17', 28' Dia.
Proposed Clarifier	2	H = 13.17', 40'
Existing Digester	2	25' x 12' x 11.5'
Proposed Digester	9	25 x 12 x 11.5'
Existing Chlorine Contact Basin	1	8' x 30' x 11.17'
Proposed Chlorine Contact Basin	2	10' x 30' x 11.17'
Proposed Dechlorination Basin	1	6' x 6' x 6'

Attachment 14
Process Flow Diagram

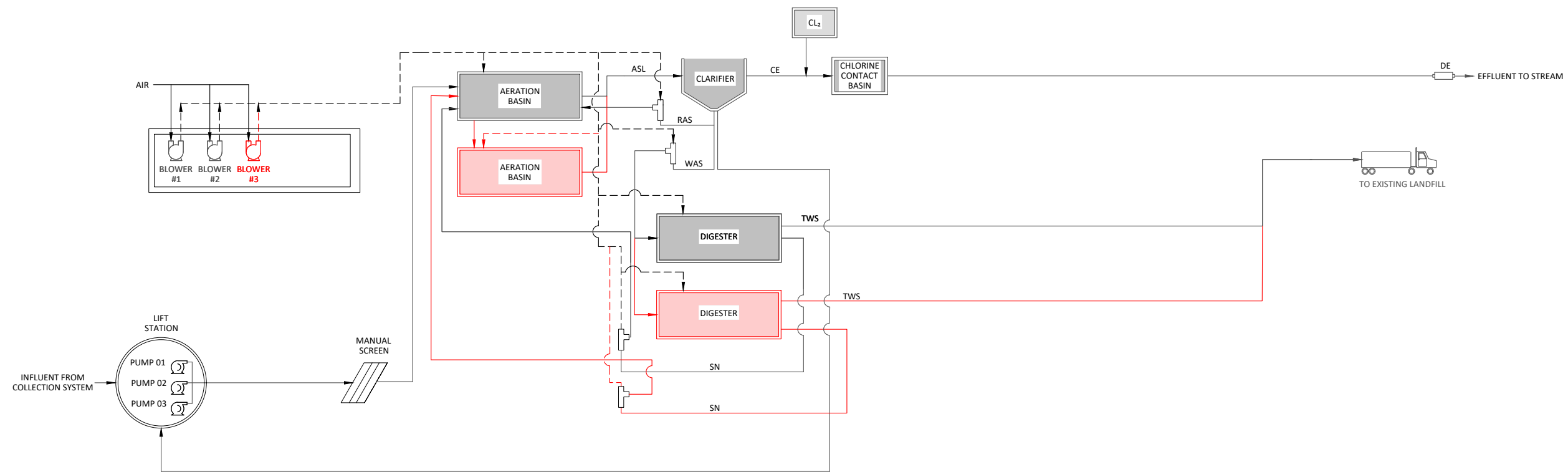


LEGEND

—	PHASE I (0.075 MGD)
- - -	AIR PIPING
WAS	WASTE ACTIVATED SLUDGE
RAS	RETURN ACTIVATED SLUDGE
ASL	ACTIVATED SLUDGE
TWS	THICKENED WASTE SLUDGE
SN	SUPERNATANT
CE	CLARIFIED EFFLUENT
DE	DISINFECTED EFFLUENT
	CENTRIFUGAL PUMP
	ULTRASONIC TRANSDUCER
	AIR LIFT PUMP
	BLOWER

ATTACHMENT 14.1
PROPOSED WASTEWATER TREATMENT FACILITY No.2
PHASE 1 - 0.075 MGD
PROCESS FLOW DIAGRAM

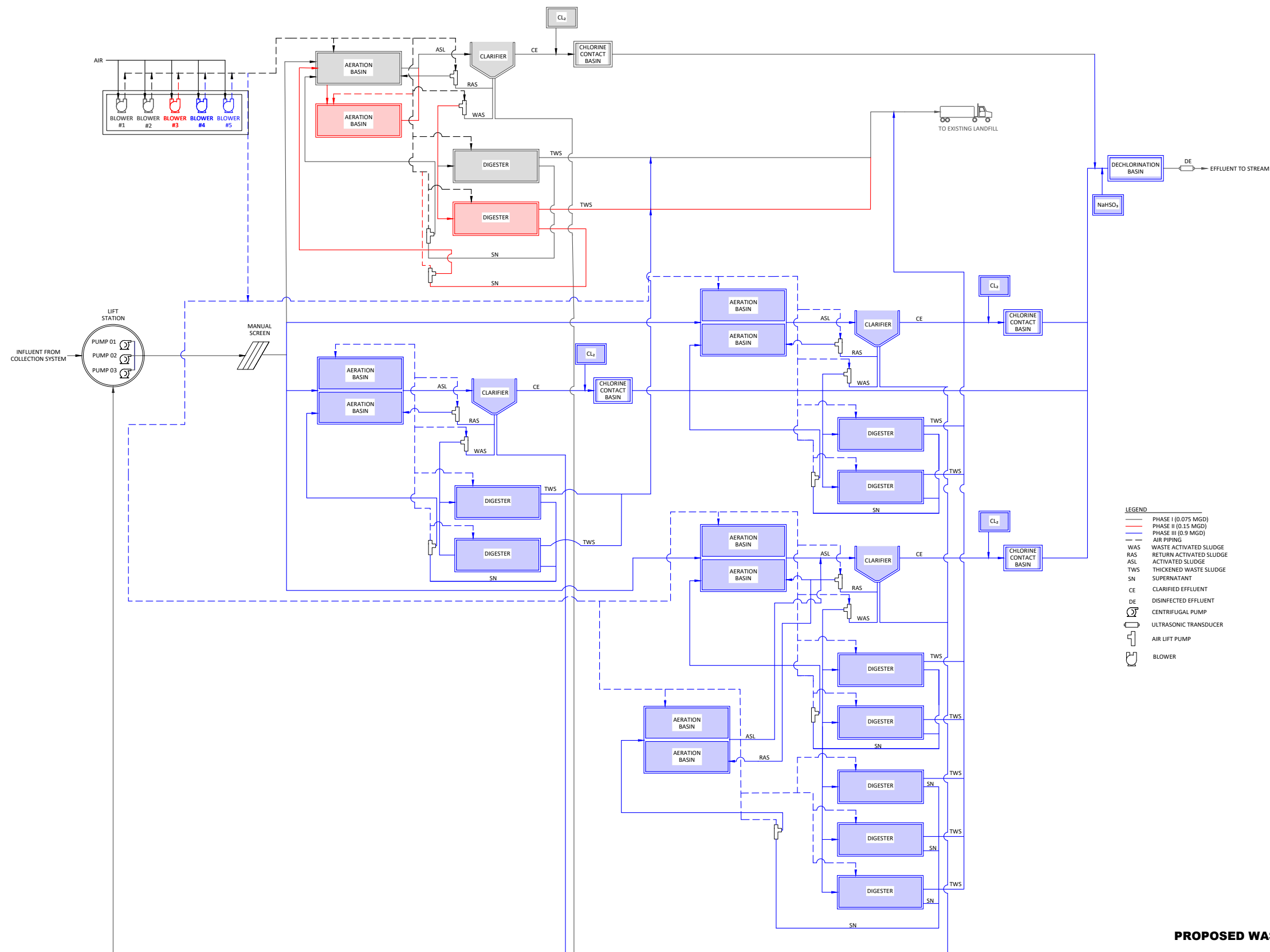




LEGEND	
—	PHASE I (0.075 MGD)
---	PHASE II (0.15 MGD)
---	AIR PIPING
WAS	WASTE ACTIVATED SLUDGE
RAS	RETURN ACTIVATED SLUDGE
ASL	ACTIVATED SLUDGE
TWS	THICKENED WASTE SLUDGE
SN	SUPERNATANT
CE	CLARIFIED EFFLUENT
DE	DISINFECTED EFFLUENT
	CENTRIFUGAL PUMP
	ULTRASONIC TRANSDUCER
	AIR LIFT PUMP
	BLOWER

ATTACHMENT 14.2
PROPOSED WASTEWATER TREATMENT FACILITY No.2
PHASE 2 - 0.15 MGD
PROCESS FLOW DIAGRAM

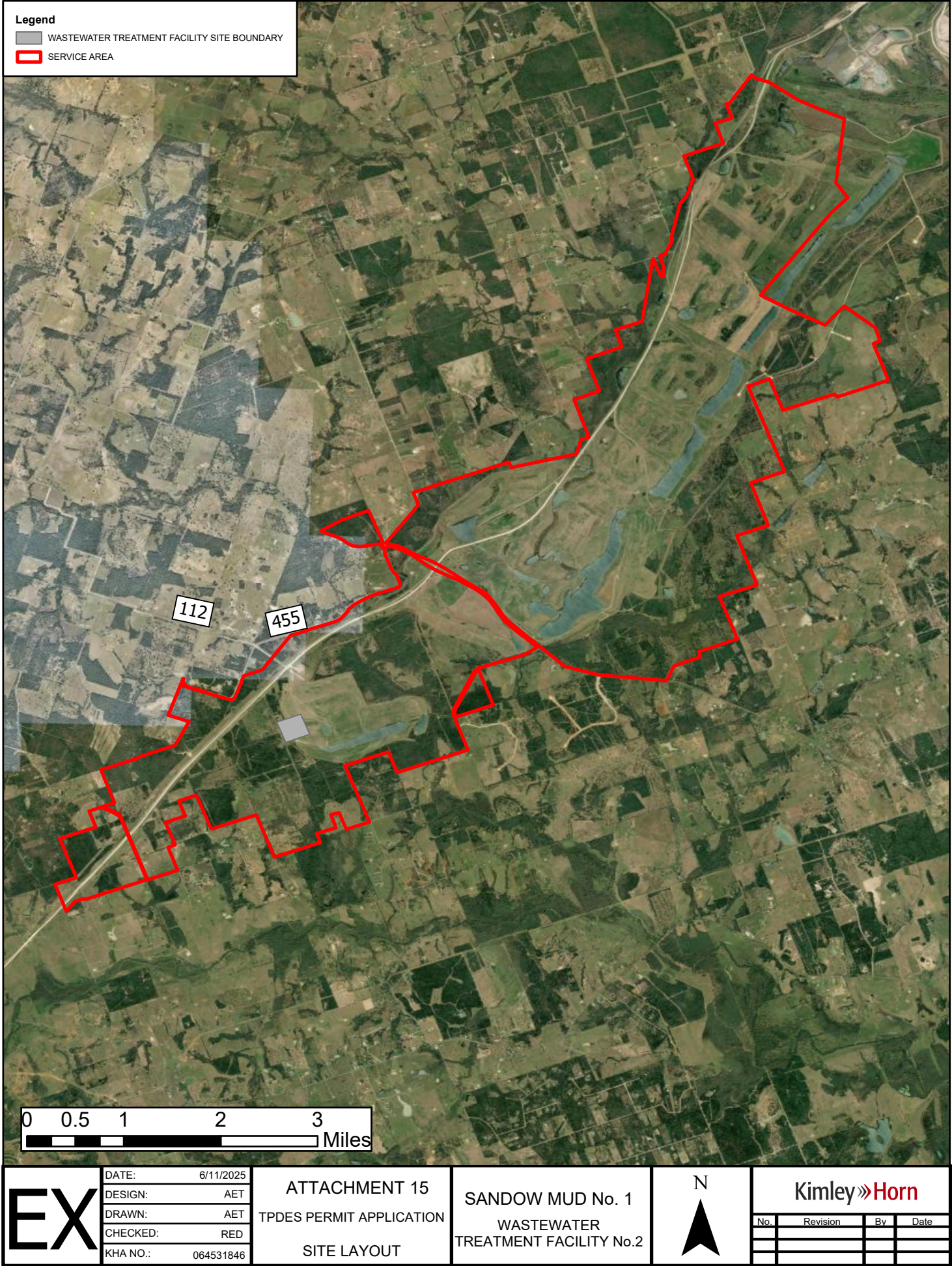




ATTACHMENT 14.3
PROPOSED WASTEWATER TREATMENT FACILITY No.2
PHASE 3 - 0.90 MGD
PROCESS FLOW DIAGRAM

Attachment 15

Site Drawing

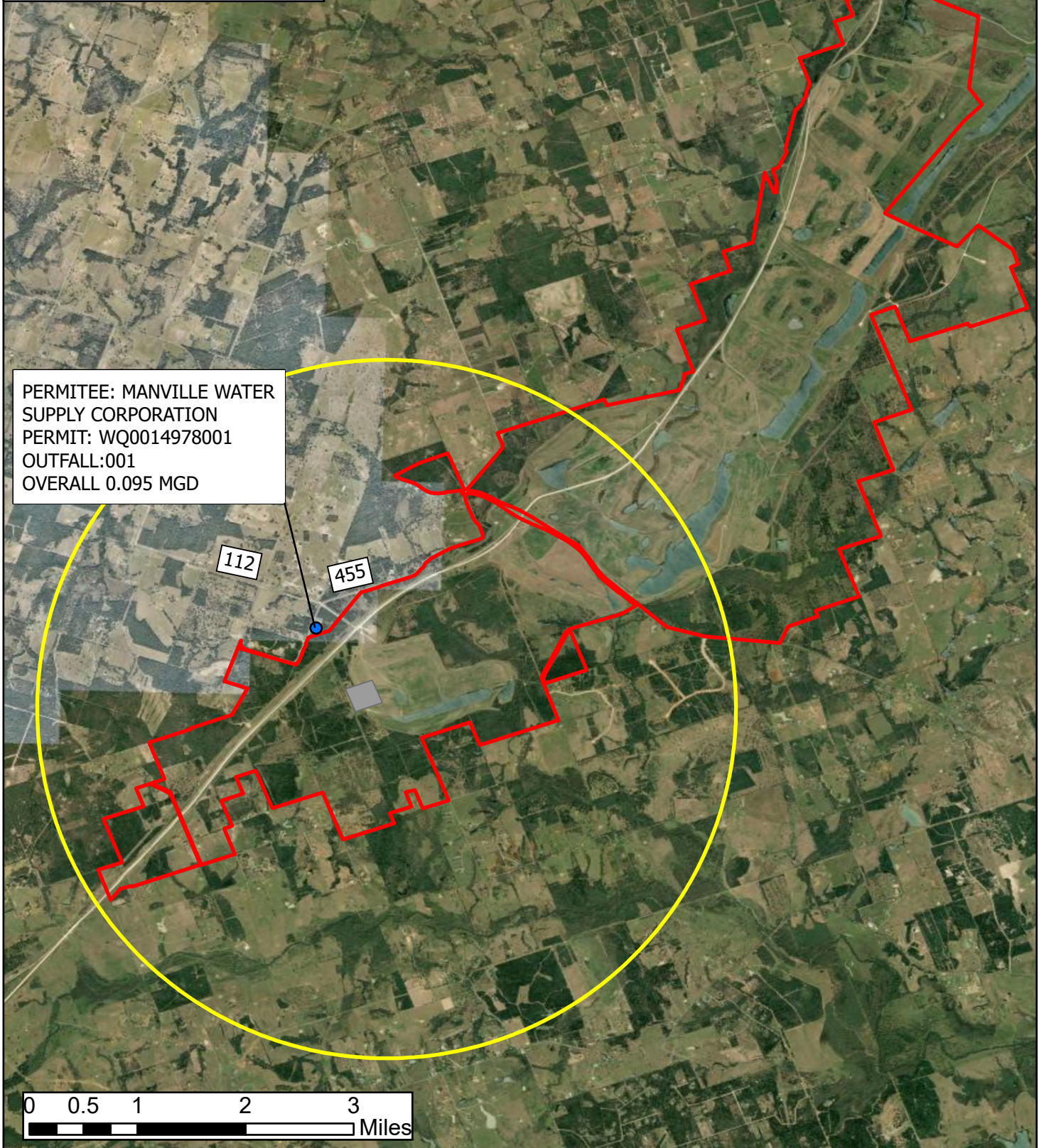


Attachment 16

Nearby WWTP

LEGEND

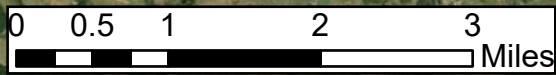
- SERVICE AREA
- WASTEWATER TREATMENT FACILITY NO.1 SITE BOUNDARY
- 3 MILE RADIUS
- WASTEWATER OUTFALLS



PERMITEE: MANVILLE WATER
SUPPLY CORPORATION
PERMIT: WQ0014978001
OUTFALL:001
OVERALL 0.095 MGD

112

455



EX	DATE:	6/11/2025	ATTACHMENT 16 TPDES PERMIT APPLICATION NEARBY WWTP	SANDOW MUD No. 1 WASTEWATER TREATMENT FACILITY No.2	N 	Kimley»Horn			
	DESIGN:	AET				No.	Revision	By	Date
	DRAWN:	AET							
	CHECKED:	RED							
	KHA NO.:	064531846							

Attachment 17
Nearby WWTP Capacity Request



May 14, 2025

Manville Water Supply Corporation
PO Box 248
Coupland, Texas 78615

RE: Wastewater Service Request for Lee County WTP At Manville Water Supply Corporation with
TPDES Permit No. WQ0014978001

To Whom It May Concern:

Kimley-Horn and Associates Inc. is currently preparing an application for the referred wastewater treatment plant (WWTP) in Lee County. The proposed WWTP will be sized to treat 0.9 million gallons per day (MGD) of wastewater. TCEQ requires applicants for a new Texas Pollutant Discharge Elimination System (TPDES) permit to contact existing WWTPs within three (3) miles of the proposed facility to gauge available capacity. Your referred WWTP is within the radius. Please let us know if you have capacity at your WWTP and are willing to accommodate the required flow, or do not have the capacity to treat the required flow.

Please respond in writing or by indicating below on this letter to specify whether your WWTP in Milam County has available capacity. After you have made the required indication, please respond via email (raul.dominguez@kimley-horn.com) or mail (11700 Katy Freeway, Suite 800 Houston, TX 77079).

Thank you for your attention regarding this matter. Please contact me at 346-439-8113 or raul.dominguez@kimley-horn.com if I can offer clarification of these comments.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Raul E. Dominguez, P.E.
Professional Engineer

- ☐ Yes, our wastewater treatment facility has sufficient capacity and we are willing to accommodate the specified flow.
Contact Phone Number: _____
- ☐ No, our wastewater treatment facility does not have sufficient capacity, or we are unable to accommodate the specified flow.

Name: _____ Title: _____

Signature: _____ Date: _____

9589 0710 5270 3227 5934 68

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City, State, ZIP+4® **COUPLAND, TX 78615**

HOUSTON TX 77079
MAY 15 2025
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RECEIVED

MAY 19 2025

Manville Water Supply

May 14, 2025

Manville Water Supply Corporation
PO Box 238
Coupland, Texas 78615

RE: Wastewater Service Request for Lee County WTP At Manville Water Supply Corporation with
TPDES Permit No. WQ0014978001

To Whom It May Concern:

Kimley-Horn and Associates Inc. is currently preparing an application for the referred wastewater treatment plant (WWTP) in Lee County. The proposed WWTP will be sized to treat 0.9 million gallons per day (MGD) of wastewater. TCEQ requires applicants for a new Texas Pollutant Discharge Elimination System (TPDES) permit to contact existing WWTPs within three (3) miles of the proposed facility to gauge available capacity. Your referred WWTP is within the radius. Please let us know if you have capacity at your WWTP and are willing to accommodate the required flow, or do not have the capacity to treat the required flow.

Please respond in writing or by indicating below on this letter to specify whether your WWTP in Milam County has available capacity. After you have made the required indication, please respond via email (raul.dominguez@kimley-horn.com) or mail (11700 Katy Freeway, Suite 800 Houston, TX 77079).

Thank you for your attention regarding this matter. Please contact me at 346-439-8113 or raul.dominguez@kimley-horn.com if I can offer clarification of these comments.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Raul E. Dominguez, P.E.
Professional Engineer

☐ Yes, our wastewater treatment facility has sufficient capacity and we are willing to accommodate the specified flow.

Contact Phone Number: _____

☒ No, our wastewater treatment facility does not have sufficient capacity, or we are unable to accommodate the specified flow.

Name: Erik Prinz Title: General Manager

Signature: EJP Date: 5-19-25

Attachment 18

Nearby WWTP Capacity Mailing List

ATTACHMENT 18

LIST OF WASTEWATER UTILITIES WITHIN 1 MILE OF PROPOSED WASTEWATER TREATMENT FACILITY

1. Manville Water Supply Corporation
PO Box 248
Coupland, Texas 78615 - 0248

Attachment 19

Wastewater Treatment Facility Design Calculations

Project: Wastewater Treatment Facility No.2
 KHA No: 064531846
 Date: June 26, 2025

Design: AET
 Check: RED

DESIGN CALCULATIONS - PHASE I - 0.075 MGD Train

Flow Calculations

Influent Wastewater Flows

Average Daily Flow	75,000	gpd	52	gpm
Peaking Factor	4.0			
2-Hour Peak Flow	300,000	gpd	208	gpm

Influent Wastewater Characteristics

Min. Wastewater Temp. (Tmin)	15
Max. Wastewater Temp. (Tmax)	25

	Concentration	Organic Loading
BOD	300 mg/L	187.7 ppd
TSS	350 mg/L	218.9 ppd
NH ₃ -N	40 mg/L	25.0 ppd

Effluent Wastewater Characteristics (Permit Limits)

	Concentration	Organic Loading
BOD	10 mg/L	6.3 ppd
TSS	15 mg/L	9.4 ppd
NH ₃ -N	3 mg/L	1.9 ppd
DO	6 mg/L	

AERATION BASIN DESIGN

TCEQ Aeration Basin Criteria

Process Description	Conventional Activated Sludge Process With Nitrification When Reactor Temperatures Exceed 15C		
Organic Loading Rate	35	lbs BOD/1,000 ft ³	per TCEQ §217.154(b)(2)
Minimum Free Board	1.5	ft	per TCEQ §217.153(b)(1)
Minimum Aeration Volume	5,361	ft ³	

Proposed Aeration Basin Dimensions

Number of Aeration Basins	1		
Aeration Basins Length	42	ft	
Aeration Basin Width	12	ft	
Height of Aeration Basin (Top of Wall)	13.17	ft	
Average Side Water Depth at Average Flow	11.29	ft	Average ADF SWD in Aeration Basins No. 1 and 2
Max Side Water Depth at Peak Flow	11.35	ft	Peak SWD in Aeration Basin No. 1
Proposed Free Board at Peak Flow	1.82	ft	✓
Aeration Basin Volume	5,691	ft ³	42,566 gal Based on ADF

✓ REQUIRED VOLUME PROVIDED

DESIGN CALCULATIONS - PHASE I - 0.075 MGD Train**CLARIFIER DESIGN****TCEQ Clarifier Criteria**

Process Description	Activated Sludge - Secondary, Enhanced Secondary, or Secondary With Nitrification	
Maximum Surface Loading at Peak Flow	1,200 gpd/ft ²	per TCEQ §217.154(c)(1)
Minimum Detention Time	1.8 hr	per TCEQ §217.154(c)(1)
Minimum Free Board	1.0 ft	per TCEQ §217.153(b)(2)
Minimum Side Water Depth	10.0 ft	per TCEQ §217.152(g)(2)
Maximum Weir Loading Rate	20,000 gpd/ft	per TCEQ §217.152(d)(4-5)
Maximum Vertical Velocity in Stilling Well	0.15 ft/s	per TCEQ §217.152(a)(4)

Proposed Clarifier Dimensions

Number of Clarifiers	1	
Clarifier Diameter	28 ft	
Clarifier Bottom Slope	8.3%	
Clarifier Height (Including Cone)	13.17 ft	
Clarifier Side Water Depth at Peak Flow	10.15 ft	✓
Calculated Free Board	1.86 ft	✓
Stilling Well Diameter	4.0 ft	
Weir Length	85 ft	
Actual Surface Area	616 ft ²	
Actual Clarifier Volume	6,248 ft ³	46,736 gal

Check Clarifier Dimensions

Proposed Peak Flow Detention Time	3.7 hr	✓
Proposed Surface Loading Rate at Peak Flow	487 gpd/ft	✓
Proposed Weir Loading Rate	3,537 gpd/ft	✓
Proposed Stilling Well Vertical Velocity	0.04 ft/s	✓

✓ **REQUIRED VOLUME PROVIDED**✓ **REQUIRED SURFACE AREA PROVIDED**✓ **REQUIRED WEIR LENGTH PROVIDED**

AEROBIC DIGESTER DESIGN**Proposed Digester Dimensions**

Number of Digester Basins	1	
Digester Basins Length	25 ft	
Digester Basin Width	12 ft	
Side Water Depth of Digester Basin	11.50 ft	
Digester Basin Volume	3,450 ft ³	25,806 gal

Check Digester Dimensions

% of Volatile Solids (%VS)	80%	
% Volatile Solids Destroyed in Digestion (%VSD)	40%	
MLSS Concentration	25,000 mg/L	Assumed 2.5% Solids Concentration in Digester
Solids Holding Time	30 days	
Mass of Influent Solids	188 ppd	
Mass of Digested Solids	128 ppd	
Average Solids in Digester	158 ppd	
Total Solids in Digester Based on SRT	4,729 lbs	= Average Solids * SRT
Minimum Required Digester Volume	3,032 ft ³	22,677 gal = Total Solids / MLSS Concentration

✓ **REQUIRED VOLUME PROVIDED**

DESIGN CALCULATIONS - PHASE I - 0.075 MGD Train**CHLORINE CONTACT BASIN DESIGN****Proposed Chlorine Contact Basin Dimensions**

Number of Basins	1
Basin Width	8 ft
Basin Height (Top of Wall)	11.17 ft
Basin Length	30 ft
Calculated Side Water Depth Peak Flow	9.51 ft
Free Board	1.66 ft
Actual Volume	2,282 ft ³
	17,071 gal

Check Chlorine Contact Dimensions

Min. Detention Time at Peak Flow	20 minutes
Min. Volume Required	557 ft ³
	4,166 gal
✓ REQUIRED VOLUME PROVIDED	

SODIUM HYPOCHLORITE DOSAGE DESIGN**Sodium Hypochlorite Dosing Requirements**

Type of Effluent	Nitrified Effluent	
Chlorine Concentration	6 mg/L	per TCEQ Ch. 217.272 (b)
Required Peak Chlorine Dosage	15.012 lbs/d	
Chlorine Concentration by Weight in Sodium Hypochlorite	9.5%	per DPC Enterprises Dixichlor Cutsheet
Density of Water	8.34 lbs/gal	
lbs of Chlorine per gallon of Sodium Hypochlorite	0.7923 lbs/gal	
	$R = \frac{PPD}{24 \times C}$	per TCEQ Ch. 217.280 (b) (1)(C) Equation K.4
Peak Gallons of Sodium Hypochlorite per Hour	0.789 gal/hr	
Maximum Number of Days of Storage	30 days	per TCEQ Ch. 217.280 (d) (1)
Maximum On-Site Storage	142.1 gal	
Proposed On-Site Storage	100 gal	
Days of Storage Provided at Average Daily Flow	21.1 days	

✓ **REQUIRED STORAGE PROVIDED**

DESIGN CALCULATIONS - PHASE I - 0.075 MGD Train

AIR CAPACITY DESIGN

Aeration Basin Airflow Requirement

Calculated Oxygen Required	2.20 lbs O ₂ /lb BOD ₅
Depth of Diffuser	10.29 ft
Submergence Correction Factor	1.479
Clean Water Transfer Efficiency	0.090
Wastewater Oxygen Transfer Efficiency	0.06
Calculated Air Flowrate (Based on Loading Rate)	420 scfm
Calculated Air Flowrate (Based on Mixing)	133 scfm
Total Airflow Requirement for Aeration Basin	420 scfm
Airflow Provided by Diffusers	630.1 scfm
Minimum Diffusers	13

From TCEQ Chapter 217.155 Equation F.2 and Table F.3
based on avg ADF and assuming 1 foot of bottom of basin
per TCEQ Ch. 217.155 (b)(2)(D)
per AUC Diffuser Cut Sheet
per TCEQ Ch. 217.155 (b)(2)(B)(i) .65 coarse/0.45 fine
TCEQ Chapter 217.155 Equation F.4
per TCEQ Ch. 217.155 (b)(3)(B) = .02*Volume of Basin

150% increase to diffuser airflow
assuming 50 scfm per drop

Aerobic Digester Airflow Requirement

Required mixing Air Rate	20.0 scfm/1,000 cf
Calculated Air Flowrate (Based on Mixing)	69 scfm

TCEQ Chapter 217.155 (b)(3)(B)

Chlorine Contact Basin Airflow Requirement

Effluent DO Concentration	6.0 mg/L
Initial DO Concentration	0.0 mg/L
Required Oxygen at Peak Flow	15.0
Percent of Oxygen in Air	23%
Transfer Efficiency	8.40%
Density of Air	0.075 lb air/ cf
Calculated Required Airflow	7.2 scfm
Airflow Provided by Diffusers	10.8 scfm
Minimum Diffusers	2

Assumed for conservative estimate
Pounds per something... DDW To figure out day...
TCEQ Chapter 217.155 Equation F.4

150% increase to diffuser airflow
assuming 10 scfm per drop

Airlift Airflow Requirement

Number of RAS/WAS Airlifts	1
RAS Airflow	18 scfm
Total RAS Airflow Required	18 scfm
Number of Supernatant Airlifts	1
Supernatant Airflow	10 scfm
Total WAS Airflow Required	10 scfm
Number of SCUM Airlifts	0
SCUM Airflow	10 scfm
Total SCUM Airflow Required	0 scfm
Total Airlift Airflow Required	28 scfm

Total Airflow Requirement	524 scfm
Blower Capacity	600 scfm
Number of Blowers	2
Firm Blower Capacity	600 scfm

✓ **REQUIRED CAPACITY PROVIDED**

Project:Wastewater Treatment Facility No.2

KHA No:064531846

Date:June 26, 2025

Design: AET

Check: RED

DESIGN CALCULATIONS - PHASE 2 - 0.15 MGD Train

FLOW CALCULATIONS

Influent Wastewater Flows				
Average Daily Flow	150,000	gpd	104	gpm
Peaking Factor	4.0			
2-Hour Peak Flow	600,000	gpd	417	gpm
Influent Wastewater Characteristics				
Min. Wastewater Temp. (Tmin)	15			
Max. Wastewater Temp. (Tmax)	25			
		Concentration	Organic Loading	
BOD	300	mg/L	375.3	ppd
TSS	350	mg/L	437.9	ppd
NH ₃ -N	40	mg/L	50.0	ppd
Effluent Wastewater Characteristics (Permit Limits)				
		Concentration	Organic Loading	
BOD	10	mg/L	12.5	ppd
TSS	15	mg/L	18.8	ppd
NH ₃ -N	3	mg/L	3.8	ppd
DO	6	mg/L		

AERATION BASIN DESIGN

TCEQ Aeration Basin Criteria			
Process Description	Conventional Activated Sludge Process With Nitrification When Reactor Temperatures Exceed 15C		
Organic Loading Rate	35	lbs BOD/1,000 ft ³	per TCEQ §217.154(b)(2)
Minimum Free Board	1.5	ft	per TCEQ §217.153(b)(1)
Minimum Aeration Volume	10,723	ft ³	
Proposed Aeration Basin Dimensions			
Number of Aeration Basins	2		
Aeration Basins Length	42	ft	
Aeration Basin Width	12	ft	
Height of Aeration Basin (Top of Wall)	13.17	ft	
Average Side Water Depth at Average Flow	11.48	ft	Average ADF SWD in Aeration Basins No. 1 and 2
Max Side Water Depth at Peak Flow	11.64	ft	Peak SWD in Aeration Basins No. 1 and 2
Proposed Free Board at Peak Flow	1.53	ft	✓
Aeration Basin Volume	11,575	ft ³	86,577 gal
			Based on ADF
✓ REQUIRED VOLUME PROVIDED			

DESIGN CALCULATIONS - PHASE 2 - 0.15 MGD Train**CLARIFIER DESIGN****TCEQ Clarifier Criteria**

Process Description	Activated Sludge - Secondary, Enhanced Secondary, or Secondary With Nitrification	
Maximum Surface Loading at Peak Flow	1,200 gpd/ft ²	per TCEQ §217.154(c)(1)
Minimum Detention Time	1.8 hr	per TCEQ §217.154(c)(1)
Minimum Free Board	1.0 ft	per TCEQ §217.153(b)(2)
Minimum Side Water Depth	10.0 ft	per TCEQ §217.152(g)(2)
Maximum Weir Loading Rate	20,000 gpd/ft	per TCEQ §217.152(d)(4-5)
Maximum Vertical Velocity in Stilling Well	0.15 ft/s	per TCEQ §217.152(a)(4)

Proposed Clarifier Dimensions

Number of Clarifiers	1	
Clarifier Diameter	28 ft	
Clarifier Bottom Slope	2.2%	
Clarifier Height (Including Cone)	13.17 ft	
Clarifier Side Water Depth at Peak Flow	11.20 ft	✓
Calculated Free Board	1.66 ft	✓
Stilling Well Diameter	4 ft	
Weir Length	85 ft	
Actual Surface Area	616 ft ²	
Actual Clarifier Volume	6,896 ft ³	51,585 gal

Check Clarifier Dimensions

Proposed Peak Flow Detention Time	2.1 hr	✓
Proposed Surface Loading Rate at Peak Flow	974 gpd/ft	✓
Proposed Weir Loading Rate	7,074 gpd/ft	✓
Proposed Stilling Well Vertical Velocity	0.07 ft/s	✓

- ✓ **REQUIRED VOLUME PROVIDED**
- ✓ **REQUIRED SURFACE AREA PROVIDED**
- ✓ **REQUIRED WEIR LENGTH PROVIDED**

AEROBIC DIGESTER DESIGN**Proposed Digester Dimensions**

Number of Digester Basins	2	
Digester Basins Length	25 ft	
Digester Basin Width	12 ft	
Side Water Depth of Digester Basin	11.5 ft	
Digester Basin Volume	6,900 ft ³	51,612 gal

Check Digester Dimensions

% of Volatile Solids (%VS)	80%	
% Volatile Solids Destroyed in Digestion (%VSD)	40%	
MLSS Concentration	25,000 mg/L	Assumed 2.5% Solids Concentration in Digester
Solids Holding Time	30 days	
Mass of Influent Solids	375 ppd	
Mass of Digested Solids	255 ppd	
Average Solids in Digester	315 ppd	
Total Solids in Digester Based on SRT	9,458 lbs	= Average Solids * SRT
Minimum Required Digester Volume	6,063 ft ³	45,354 gal = Total Solids / MLSS Concentration

- ✓ **REQUIRED VOLUME PROVIDED**

DESIGN CALCULATIONS - PHASE 2 - 0.15 MGD Train**CHLORINE CONTACT BASIN DESIGN****Proposed Chlorine Contact Basin Dimensions**

Number of Basins	1	
Basin Width	8 ft	
Basin Height (Top of Wall)	11.17 ft	
Basin Length	30 ft	
Calculated Side Water Depth Peak Flow	8.67 ft	
Free Board	2.50 ft	
Actual Volume	2,081 ft ³	15,569 gal

Check Chlorine Contact Dimensions

Min. Detention Time at Peak Flow	20 minutes	
Min. Volume Required	1,114 ft ³	8,332 gal

✓ **REQUIRED VOLUME PROVIDED**

SODIUM HYPOCHLORITE STORAGE DESIGN**Sodium Hypochlorite Dosing Requirements**

Type of Effluent	Nitrified Effluent	
Chlorine Concentration	6 mg/L	per TCEQ Ch. 217.272 (b)
Required Peak Chlorine Dosage	30.02 lbs/d	
Chlorine Concentration by Weight in Sodium Hypochlorite	9.5%	per DPC Enterprises Dixichlor Cutsheet
Density of Water	8.34 lbs/gal	
Lbs of Chlorine per gallon of Sodium Hypochlorite	0.7923 lbs/gal	
	$R = \frac{PPD}{24 \times C}$	per TCEQ Ch. 217.280 (b) (1)(C) Equation K.4
Peak Gallons of Sodium Hypochlorite per Hour	1.58 gal/hr	
Maximum Number of Days of Storage	30 days	per TCEQ Ch. 217.280 (d) (1)
Maximum On-Site Storage	284 gal	
Proposed On-Site Storage	200 gal	
Days of Storage Provided at Average Daily Flow	21.1 days	goal 25 days

✓ **REQUIRED STORAGE PROVIDED**

DESIGN CALCULATIONS - PHASE 2 - 0.15 MGD Train

AIR CAPACITY DESIGN

Aeration Basin Airflow Requirement

Calculated Oxygen Required	2.20 lbs O ₂ /lb BOD ₅
Depth of Diffuser	10.48 ft
Submergence Correction Factor	1.425
Clean Water Transfer Efficiency	0.089
Wastewater Oxygen Transfer Efficiency	0.06
Calculated Air Flowrate (Based on Loading Rate)	818 scfm
Calculated Air Flowrate (Based on Mixing)	266 scfm
Total Airflow Requirement for Aeration Basin	818 scfm
Airflow Provided by Diffusers	1,226.6 scfm
Minimum Diffusers	25

From TCEQ Chapter 217.155 Equation F.2 and Table F.3
based on avg ADF and assuming 1 foot of bottom of basin
per TCEQ Ch. 217.155 (b)(2)(D)
AUC Diffuser 0.85%/ft of submergence
per TCEQ Ch. 217.155 (b)(2)(B)(i) .65 coarse

= (0.02 * volume of basin) Coarse Diffuser

1.5 FOS Per TCEQ

2" Diffuser (50 SCFM per diffuser)

Aerobic Digester Airflow Requirement

Required mixing Air Rate	20.0 scfm/1,000 ft ³
Calculated Air Flowrate (Based on Mixing)	138 scfm

TCEQ Chapter 217.155 (b)(3)(B)

Chlorine Contact Basin Airflow Requirement

Effluent DO Concentration	6.0 mg/L
Initial DO Concentration	0.0 mg/L
Required Oxygen at Peak Flow	30.0 lbs O ₂ /d
Percent of Oxygen in Air	23%
Transfer Efficiency	8.40%
Density of Air	0.075
Calculated Required Airflow	14.4 scfm
Airflow Provided by Diffusers	21.6 scfm
Minimum Diffusers	3

Assumed for conservative estimate

150% increase to diffuser airflow
assuming 10 scfm per drop

Airlift Airflow Requirement

Number of RAS/WAS Airlifts	1
RAS Airflow	18 scfm
Total RAS Airflow Required	18 scfm
Number of Supernatant Airlifts	1
Supernatant Airflow	10 scfm
Total Supernatant Airflow Required	10 scfm
Number of SCUM Airlifts	0
SCUM Airflow	10 scfm
Total SCUM Airflow Required	0 scfm
Total Airlift Airflow Required	28 scfm

Total Airflow Requirement	998 scfm
Blower Capacity	600 scfm
Number of Blowers	3
Firm Blower Capacity	1200 scfm

✓ **REQUIRED CAPACITY PROVIDED**

Project: Wastewater Treatment Facility No.2
KHA No: 064531846
Date: June 26, 2025

Design: AET
Check: RED

DESIGN CALCULATIONS - PHASE 3 - 0.9 MGD Train

Flow Calculations

Influent Wastewater Flows

Average Daily Flow	900,000	gpd	625	gpm
Peaking Factor	4.0			
2-Hour Peak Flow	3,600,000	gpd	2500	gpm

Influent Wastewater Characteristics

Min. Wastewater Temp. (Tmin)	15
Max. Wastewater Temp. (Tmax)	25

	Concentration	Organic Loading
BOD	300 mg/L	2,251.8 ppd
TSS	350 mg/L	2,627.1 ppd
NH ₃ -N	40 mg/L	300.2 ppd

Effluent Wastewater Characteristics (Permit Limits)

	Concentration	Organic Loading
BOD	10 mg/L	75.1 ppd
TSS	15 mg/L	112.6 ppd
NH ₃ -N	3 mg/L	22.5 ppd
DO	6 mg/L	

AERATION BASIN DESIGN

TCEQ Aeration Basin Criteria

Process Description	Conventional Activated Sludge Process With Nitrification When Reactor Temperatures Exceed 15C	
Organic Loading Rate	35 lbs BOD/1,000 ft ³	per TCEQ §217.154(b)(2)
Minimum Free Board	1.5 ft	per TCEQ §217.153(b)(1)
Minimum Aeration Volume	64,337 ft ³	

Proposed Aeration Basin Dimensions

Number of Aeration Basins	8	
Aeration Basins Length	58 ft	
Aeration Basin Width	12 ft	
Height of Aeration Basin (Top of Wall)	13.17 ft	
Average Side Water Depth at Average Flow	11.29 ft	Average ADF SWD in Aeration Basins No. 1 and 2
Max Side Water Depth at Peak Flow	11.35 ft	Peak SWD in Aeration Basin No. 1
Proposed Free Board at Peak Flow	1.82 ft	✓
Aeration Basin Volume	74,442 ft ³	556,829 gal Based on ADF

✓ REQUIRED VOLUME PROVIDED

DESIGN CALCULATIONS - PHASE 3 - 0.9 MGD Train

CLARIFIER DESIGN

TCEQ Clarifier Criteria

Process Description	Activated Sludge - Secondary, Enhanced Secondary, or Secondary With Nitrification	
Maximum Surface Loading at Peak Flow	1,200 gpd/ft ²	per TCEQ §217.154(c)(1)
Minimum Detention Time	1.8 hr	per TCEQ §217.154(c)(1)
Minimum Free Board	1.0 ft	per TCEQ §217.153(b)(2)
Minimum Side Water Depth	10.0 ft	per TCEQ §217.152(g)(2)
Maximum Weir Loading Rate	20,000 gpd/ft	per TCEQ §217.152(d)(4-5)
Maximum Vertical Velocity in Stilling Well	0.15 ft/s	per TCEQ §217.152(a)(4)

Proposed Clarifier Dimensions

Number of Clarifiers	3	3.39=	2-40' clarifiers in addition to phase 1&2
Clarifier Diameter	40 ft		
Clarifier Bottom Slope	2.8%		
Clarifier Height (Including Cone)	13.17 ft		
Clarifier Side Water Depth at Peak Flow	10.92 ft	✓	
Calculated Free Board	1.86 ft	✓	
Stilling Well Diameter	6 ft		
Weir Length	452 ft	Total	622
Actual Surface Area	4,386 ft ²	Total	
Actual Clarifier Volume	48,071 ft ³	359,570 gal	

Check Clarifier Dimensions

Proposed Peak Flow Detention Time	2.4 hr	✓
Proposed Surface Loading Rate at Peak Flow	821 gpd/ft	✓
Proposed Weir Loading Rate	7,958 gpd/ft	✓
Proposed Stilling Well Vertical Velocity	0.05 ft/s	✓

✓ REQUIRED VOLUME PROVIDED

✓ REQUIRED SURFACE AREA PROVIDED

✓ REQUIRED WEIR LENGTH PROVIDED

AEROBIC DIGESTER DESIGN

Proposed Digester Dimensions

Number of Digester Basins	9	
Digester Basins Length	25 ft	
Digester Basin Width	12 ft	
Side Water Depth of Digester Basin	11.5 ft	
Digester Basin Volume	37,950 ft ³	283,866 gal

Check Digester Dimensions

% of Volatile Solids (%VS)	80%	
% Volatile Solids Destroyed in Digestion (%VSD)	40%	
MLSS Concentration	25,000 mg/L	Assumed 2.5% Solids Concentration in Digester
Solids Holding Time	30 days	
Mass of Influent Solids	2,252 ppd	
Mass of Digested Solids	1,531 ppd	
Average Solids in Digester	1,892 ppd	
Total Solids in Digester Based on SRT	56,745 lbs	= Average Solids * SRT
Minimum Required Digester Volume	36,380 ft ³	272,124 gal = Total Solids / MLSS Concentration
✓ REQUIRED VOLUME PROVIDED		

DESIGN CALCULATIONS - PHASE 3 - 0.9 MGD Train**CHLORINE CONTACT BASIN DESIGN****Proposed Chlorine Contact Basin Dimensions**

Number of Basins	2
Basin Width	10 ft
Basin Height (Top of Wall)	11.17 ft
Basin Length	30 ft
Calculated Side Water Depth Peak Flow	9.29 ft
Free Board	1.88 ft
Actual Volume	6,689 ft ³
	50,031 gal

Check Chlorine Contact Dimensions

Min. Detention Time at Peak Flow	20 minutes
Min. Volume Required	6,684 ft ³
	49,993 gal
✓ REQUIRED VOLUME PROVIDED	

DECHLORINATION CONTACT BASIN DESIGN**Proposed Dechlorination Contact Basin Dimensions**

Number of Basins	1
Basin Width	6 ft
Basin Height (Top of Wall)	6 ft
Basin Length	6 ft
Calculated Side Water Depth Peak Flow	4.00 ft
Free Board	2.00 ft
Actual Volume	144 ft ³
	1,077 gal

Check Dechlorination Contact Dimensions

Min. Detention Time at Peak Flow	20 seconds
Min. Volume Required	111 ft ³
	833 gal
✓ REQUIRED VOLUME PROVIDED	

SODIUM HYPOCHLORITE DOSAGE DESIGN**Sodium Hypochlorite Dosing Requirements**

Type of Effluent	Nitrified Effluent	
Chlorine Concentration	6 mg/L	per TCEQ Ch. 217.272 (b)
Required Peak Chlorine Dosage	180.144 lbs/d	
Chlorine Concentration by Weight in Sodium Hypochlorite	9.5%	per DPC Enterprises Dixichlor Cutsheet
Density of Water	8.34 lbs/gal	
lbs of Chlorine per gallon of Sodium Hypochlorite	0.7923 lbs/gal	
	$R = \frac{PPD}{24 \times C}$	per TCEQ Ch. 217.280 (b) (1)(C) Equation K.4
Peak Gallons of Sodium Hypochlorite per Hour	9.474 gal/hr	
Maximum Number of Days of Storage	30 days	per TCEQ Ch. 217.280 (d) (1)
Maximum On-Site Storage	1705.3 gal	
Proposed On-Site Storage	1,200 gal	
Days of Storage Provided at Average Daily Flow	21.1 days	

✓ **REQUIRED STORAGE PROVIDED**

DESIGN CALCULATIONS - PHASE 3 - 0.9 MGD Train

AIR CAPACITY DESIGN

Aeration Basin Airflow Requirement

Calculated Oxygen Required	2.20 lbs O ₂ /lb BOD ₅
Depth of Diffuser	10.29 ft
Submergence Correction Factor	1.479
Clean Water Transfer Efficiency	0.087
Wastewater Oxygen Transfer Efficiency	0.06
Calculated Air Flowrate (Based on Loading Rate)	5,186 scfm
Calculated Air Flowrate (Based on Mixing)	1,467 scfm
Total Airflow Requirement for Aeration Basin	5,186 scfm

From TCEQ Chapter 217.155 Equation F.2 and Table F.3
based on avg ADF and assuming 1 foot of bottom of basin
per TCEQ Ch. 217.155 (b)(2)(D)
AUC Diffuser 0.85%/ft of submergence
per TCEQ Ch. 217.155 (b)(2)(B)(i) .65 coarse/0.45 fine
= (0.02 * volume of basin)

Aerobic Digester Airflow Requirement

Required mixing Air Rate	20.0
Calculated Air Flowrate (Based on Mixing)	759 scfm

Chlorine Contact Basin Airflow Requirement

Effluent DO Concentration	6.0 mg/L
Initial DO Concentration	0.0 mg/L
Required Oxygen at Peak Flow	180.2
Percent of Oxygen in Air	23%
Transfer Efficiency	8.40%
Density of Air	0.075
Calculated Required Airflow	86.4 scfm
Airflow Provided by Diffusers	129.6 scfm
Minimum Diffusers	13

Assumed for conservative estimate

150% increase to diffuser airflow
assuming 10 scfm per drop

Airlift Airflow Requirement

Number of RAS/WAS Airlifts	1
RAS Airflow	17.9 scfm
Total RAS Airflow Required	17.9 scfm
Number of Supernatant Airlifts	0
Supernatant Airflow	0 scfm
Total WAS Airflow Required	0 scfm
Number of SCUM Airlifts	1
SCUM Airflow	10 scfm
Total SCUM Airflow Required	10 scfm
Total Airlift Airflow Required	27.9 scfm

Total Airflow Requirement	6,059 scfm
Blower Capacity	1,500 scfm
Number of Blowers	5
Firm Blower Capacity	6,000 scfm

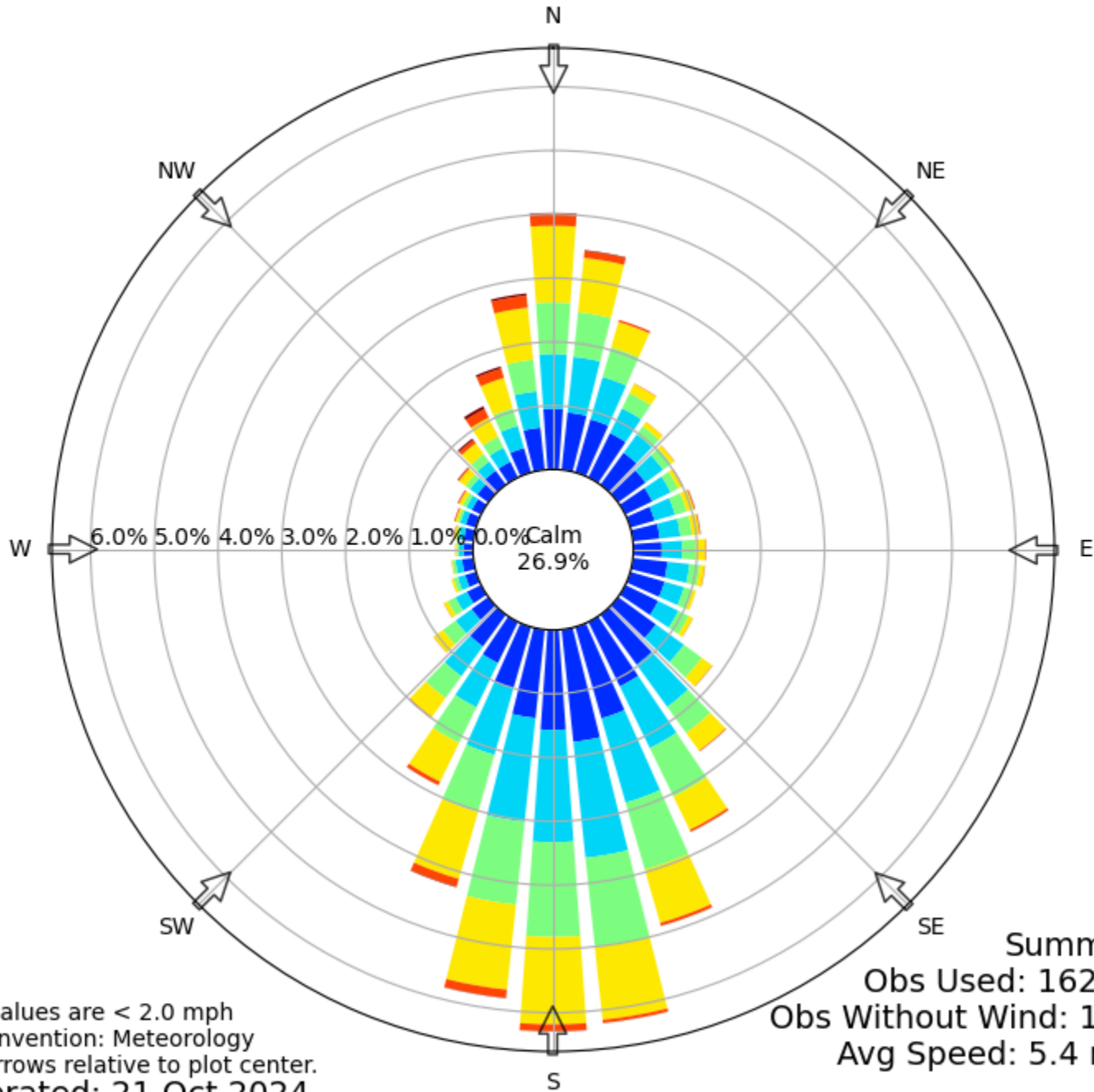
× **ADDITIONAL CAPACITY REQUIRED**

Attachment 20

Wind Rose

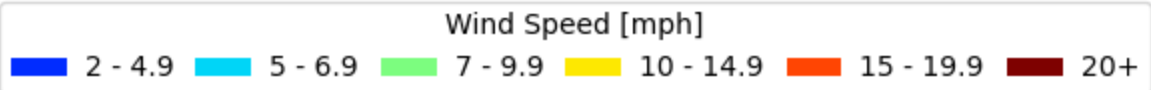


Windrose Plot for [GYB] GIDDINGS-LEE CNTY_ARPT
Obs Between: 01 Jul 2004 12:05 AM - 21 Oct 2024 02:55 AM America/Chicago



Calm values are < 2.0 mph
Bar Convention: Meteorology
Flow arrows relative to plot center.
Generated: 21 Oct 2024

Summary
Obs Used: 162580
Obs Without Wind: 1771
Avg Speed: 5.4 mph



Attachment 21

Sewage Sludge Solids Management Plan

ATTACHMENT 21 - SEWAGE SLUDGE SOLIDS MANAGEMENT PLAN - PHASE I

Influent Design Flow =	0.075	MGD
Influent BOD Concentration =	300	mg/L
Aerobic Digester Volume =	3,450	cu. ft
	25,808	gal
Aeration Basin MLSS =	2,000	mg/L

Table 1 - Daily Sludge Production

Solids Generated	100% Flow	75% Flow	50% Flow	25% Flow
Pounds Influent BOD ₅	188	141	94	47
Pounds of digested dry sludge produced*	66	49	33	16
Pounds of wet sludge produced	3,284	2,463	1,642	821
Gallons of wet sludge produced	394	295	197	98

***Assuming 0.35 pounds of digested dry sludge produced per pound of influent BOD₅ at average temperatures and 2.0% solids concentration in the digester**

Sludge will be wasted from the RAS flow stream to the aerobic digester. Sludge solids will be stabilized in the digester; supernatant will be decanted from the digester and returned to the aeration basins for treatment.

Table 2 - Sludge Removal Schedule

Removal Schedule (days)	100% Flow	75% Flow	50% Flow	25% Flow
Days between Sludge Removal	22	29	43	87

Liquid digested sludge will be removed from the digester for disposal on a regular basis as required. The calculated mean cell residence time (MCRT) for the digester storage volume of 25,808 gal will be approximately 66 days at 100% capacity and annual average digested sludge production of 66 ppd.

ATTACHMENT 21 - SEWAGE SLUDGE SOLIDS MANAGEMENT PLAN - PHASE II

Influent Design Flow =	0.150	MGD
Influent BOD Concentration =	300	mg/L
Aerobic Digester Volume =	6,900	cu. ft
	51,616	gal
Aeration Basin MLSS =	2,000	mg/L

Table 1 - Daily Sludge Production

Solids Generated	100% Flow	75% Flow	50% Flow	25% Flow
Pounds Influent BOD ₅	375	281	188	94
Pounds of digested dry sludge produced*	131	99	66	33
Pounds of wet sludge produced	6,568	4,926	3,284	1,642
Gallons of wet sludge produced	787	590	394	197

***Assuming 0.35 pounds of digested dry sludge produced per pound of influent BOD₅ at average temperatures and 2.0% solids concentration in the digester**

Sludge will be wasted from the RAS flow stream to the aerobic digester. Sludge solids will be stabilized in the digester; supernatant will be decanted from the digester and returned to the aeration basins for treatment.

Table 2 - Sludge Removal Schedule

Removal Schedule (days)	100% Flow	75% Flow	50% Flow	25% Flow
Days between Sludge Removal	22	29	43	87

Liquid digested sludge will be removed from the digester for disposal on a regular basis as required. The calculated mean cell residence time (MCRT) for the digester storage volume of 51,616 gal will be approximately 66 days at 100% capacity and annual average digested sludge production of 131 ppd.

ATTACHMENT 21 - SEWAGE SLUDGE SOLIDS MANAGEMENT PLAN - PHASE III

Influent Design Flow =	0.900	MGD
Influent BOD Concentration =	300	mg/L
Aerobic Digester Volume =	50,214	cu. ft
	375,627	gal
Aeration Basin MLSS =	2,000	mg/L

Table 1 - Daily Sludge Production

Solids Generated	100% Flow	75% Flow	50% Flow	25% Flow
Pounds Influent BOD ₅	2,252	1,689	1,126	563
Pounds of digested dry sludge produced*	788	591	394	197
Pounds of wet sludge produced	39,407	29,555	19,703	9,852
Gallons of wet sludge produced	4,722	3,542	2,361	1,181

***Assuming 0.35 pounds of digested dry sludge produced per pound of influent BOD₅ at average temperatures and 2.0% solids concentration in the digester**

Sludge will be wasted from the RAS flow stream to the aerobic digester. Sludge solids will be stabilized in the digester; supernatant will be decanted from the digester and returned to the aeration basins for treatment.

Table 2 - Sludge Removal Schedule

Removal Schedule (days)	100% Flow	75% Flow	50% Flow	25% Flow
Days between Sludge Removal	26	35	52	105

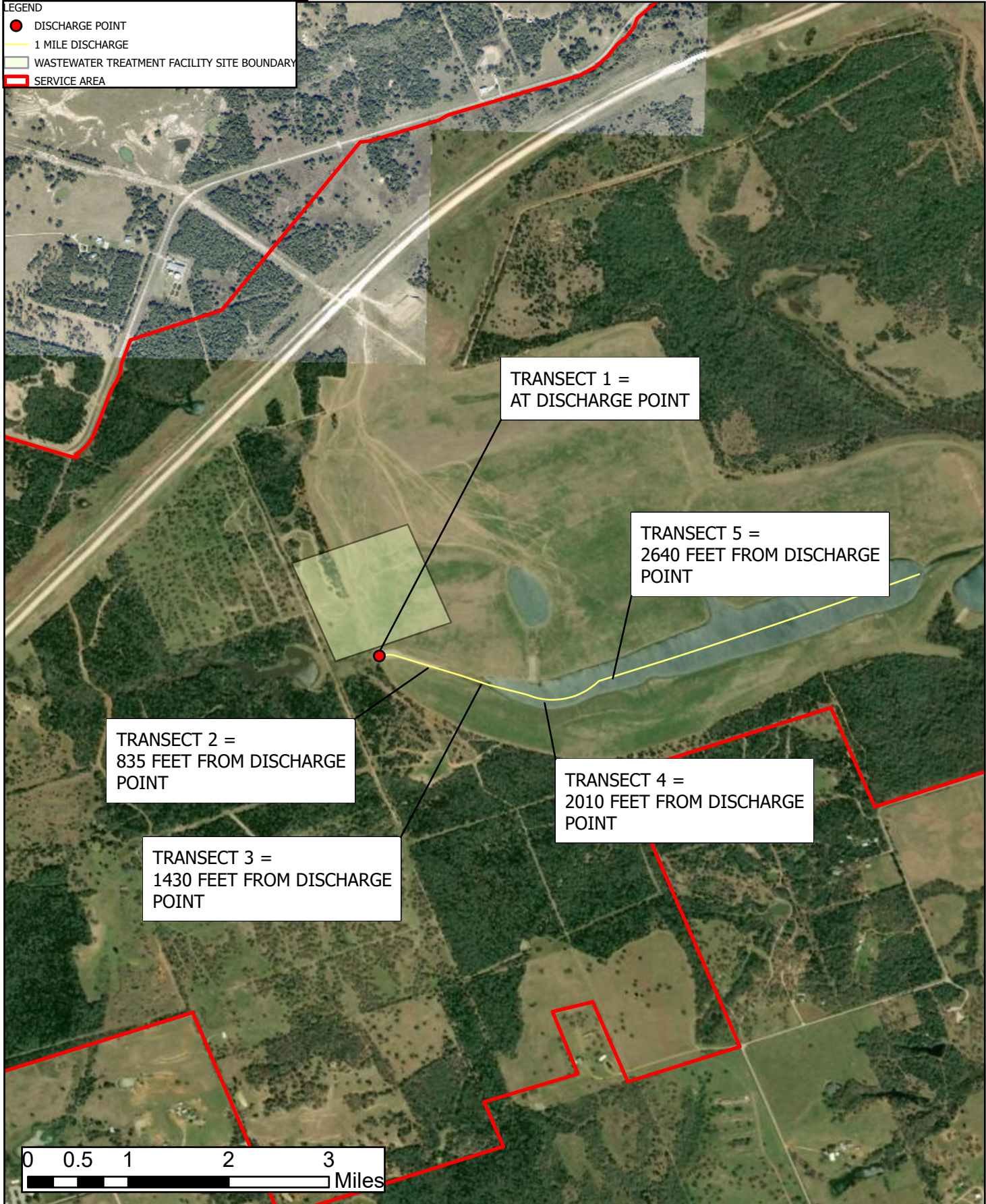
Liquid digested sludge will be removed from the digester for disposal on a regular basis as required. The calculated mean cell residence time (MCRT) for the digester storage volume of 375,627 gal will be approximately 80 days at 100% capacity and annual average digested sludge production of 788 ppd.

Attachment 22

Stream Assessment Transect Layout

LEGEND

- DISCHARGE POINT
- 1 MILE DISCHARGE
- ▭ WASTEWATER TREATMENT FACILITY SITE BOUNDARY
- ▭ SERVICE AREA



<div style="font-size: 48pt; font-weight: bold; margin: 0;">EX</div>	DATE:	6/11/2025	<div style="text-align: center;"> ATTACHMENT 22 TPDES PERMIT APPLICATION STREAM ASSESMENT TRANSECT LAYOUT </div>	<div style="text-align: center;"> SANDOW MUD No. 1 WASTEWATER TREATMENT FACILITY No.2 </div>	<div style="text-align: center;"> N </div>	Kimley»Horn			
	DESIGN:	AET				No.	Revision	By	Date
	DRAWN:	AET							
	CHECKED:	RED							
	KHA NO.:	064531846							

Attachment 23
Longterm Lease Agreement

LEGAL DESCRIPTION

BEING a 32.717 acre (1,425,169 square foot) tract of land situated in the John C Hunter Survey, Abstract No. 159, Lee County, Texas, and being a portion of a called 3518.618 acre tract of land described as Tract 017 in the Special Warranty Deed to SLR Property, I, LP recorded in Volume 1307, Page 805 of the Deed Records of Lee County, Texas, said 32.717 acre (1,425,169 square foot) tract of land being more particularly described by metes and bounds as follows:

COMMENCING at a TxDOT brass monument found in the common northeasterly line of said 3518.618 acre tract of land and the southwesterly right-of-way line of Farm to Market Road 112 (variable width right-of-way) at station 1028+94.00, from which a TxDOT brass monument found for corner in the common northeasterly line of said 3518.618 acre tract of land and the southwesterly right-of-way line of said Farm to Market Road 112 at station 1019+95.00 bears North 53 degrees 34 minutes 46 seconds West, a distance of 904.54 feet; THENCE South 35 degrees 21 minutes 52 seconds West, over and across said 3518.618 acre tract of land, a distance of 10,018.28 feet to a 5/8 inch iron rod with cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described 32.717 acre (1,425,169 square foot) tract of land and having a grid coordinate of N=10,138,980.01 and E=3,296,194.62;

THENCE South 22 degrees 45 minutes 38 seconds East, a distance of 1,179.42 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE South 67 degrees 14 minutes 22 seconds West, a distance of 1,208.37 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE North 22 degrees 45 minutes 38 seconds West, a distance of 1,179.42 feet to a 5/8 inch iron rod with cap stamped "KHA" set for corner;

THENCE North 67 degrees 14 minutes 22 seconds East, a distance of 1,208.37 feet to the **POINT OF BEGINNING** and containing 1,425,169 square feet or 32.717 acres of land.

NOTES:

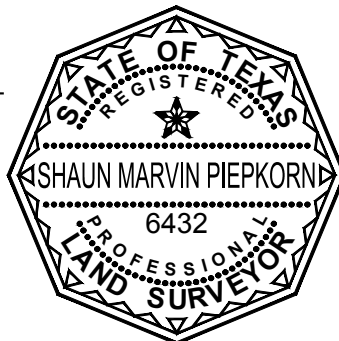
Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203) with an applied scale factor of 1.00012.

A metes and bounds description of even survey date herewith accompanies this survey plat.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



SHAUN MARVIN PIEPKORN
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6432
110 W. INTERSTATE 20
FRONTAGE ROAD, SUITE 140
WEATHERFORD, TEXAS 76086
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shaun.piepkorn@kimley-horn.com



32.717 ACRES
JOHN C HUNTER SURVEY
ABSTRACT NO. 159
LEE COUNTY, TEXAS

Kimley»Horn

110 W. Interstate 20 Frontage Road Suite 140, Weatherford, Texas 76086 FIRM # 10194040 Tel. No. (817) 335-6511 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	SMP	06/23/25	064531846	1 OF 3

TXDOT BRASS MONUMENT
FM 112 STATION 1019+95.00

TRACT 017
CALLED 3518.618 ACRES
SLR PROPERTY, I, LP
VOLUME 1307, PAGE 805
D.R.L.C.T.

FARM TO MARKET ROAD 112
(VARIABLE WIDTH RIGHT-OF-WAY)

LEGEND

P.O.C. = POINT OF COMMENCING

P.O.B. = POINT OF BEGINNING

IRSC = 5/8" IRON ROD W/ "KHA" CAP SET

P.O.C.

TXDOT BRASS MONUMENT
FM 112 STATION 1028+94.00

P.O.B.

IRSC
GRID COORDINATE
N:10,138,980.01
E:3,296,194.62

LINE TABLE

NO.	BEARING	LENGTH
L1	N53°34'46"W	904.54'
L2	S35°21'52"W	10018.28'
L3	S22°45'38"E	1179.42'
L4	S67°14'22"W	1208.37'
L5	N22°45'38"W	1179.42'
L6	N67°14'22"E	1208.37'

32.717 ACRES
1,425,169 SQUARE FEET

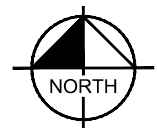
JOHN C HUNTER SURVEY
ABSTRACT NO. 159

NOTES:

Bearing system based on the Texas Coordinate System of 1983 (2011 adjustment), Central Zone (4203) with an applied scale factor of 1.00012.

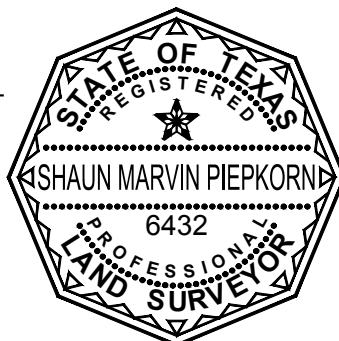
A survey plat of even survey date herewith accompanies this metes and bounds description.

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Shaun Piepkorn

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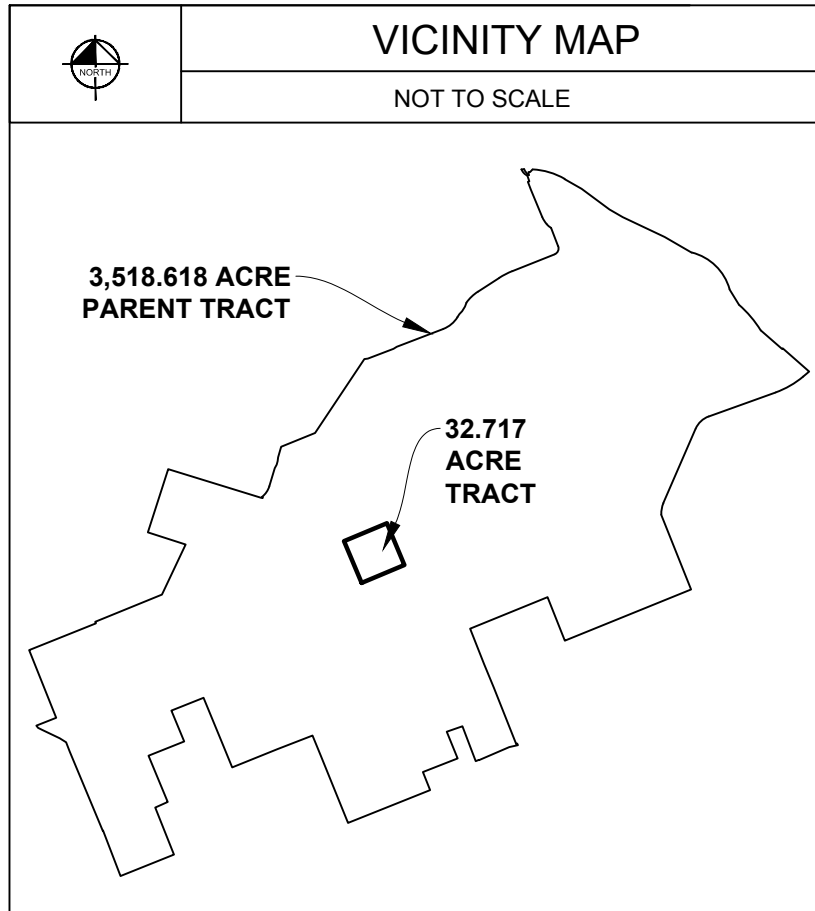
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FIRM # 10194040

Tel. No. (817) 335-6511
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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 400'	CRG	SMP	06/23/25	064531846	2 OF 3



32.717 ACRES
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ABSTRACT NO. 159
LEE COUNTY, TEXAS

Kimley»Horn

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	CRG	SMP	06/23/25	064531846	3 OF 3

Attachment 24
Copy of Payment Vouchers

Print this voucher for your records. If you are sending the TCEQ hardcopy documents related to this payment, include a copy of this voucher.

Transaction Information

Voucher Number:

770190

Trace Number:

582EA000671629

Date:

06/10/2025 08:22 AM

Payment Method:

CC - Authorization 0000223749

Voucher Amount:

\$1,600.00

Fee Type:

WW PERMIT - FACILITY WITH FLOW >= .50 & < 1.0 MGD - NEW AND MAJOR AMENDMENTS

ePay Actor:

AVERY TORRANCE

Actor Email:

avery.torrance@kimley-horn.com

IP:

130.41.212.196

Payment Contact Information

Name:

AVERY TORRANCE

Company:

KIMLEY-HORN

Address:

11700 KATY FREEWAY SUITE 800, HOUSTON, TX 77079

Phone:

281-668-7863

Site Information

Site Name:

WASTEWATER TREATMENT FACILITY NO 2

Site Location:

APPROXIMATELY 2 MILES SOUTH AND 0.75 M

Customer Information

CN:

CN606168508

Customer Name:

SANDOW MUNICIPAL UTILITY DISTRICT NO 1

Customer Address:

PO BOX 1491, ROCKDALE, TX 76567

Close

Print this voucher for your records. If you are sending the TCEQ hardcopy documents related to this payment, include a copy of this voucher.

Transaction Information

Voucher Number:

770191

Trace Number:

582EA000671629

Date:

06/10/2025 08:22 AM

Payment Method:

CC - Authorization 0000223749

Voucher Amount:

\$50.00

Fee Type:

30 TAC 305.53B WQ NOTIFICATION FEE

ePay Actor:

AVERY TORRANCE

Actor Email:

avery.torrance@kimley-horn.com

IP:

130.41.212.196

Payment Contact Information

Name:

AVERY TORRANCE

Company:

KIMLEY-HORN

Address:

11700 KATY FREEWAY SUITE 800, HOUSTON, TX 77079

Phone:

281-668-7863

Close