

LEASE

STATE OF TEXAS

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COUNTY OF BURNET

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SPECIAL CONDITIONS

DATE: July 27, 2023.

LANDLORD: Lower Colorado River Authority, a conservation and reclamation district of the State of Texas

TENANT: The County of Burnet County

LEASE: This Lease consists of Special Conditions, General Conditions, and the Attachments listed on page 2.

DEMISED PREMISES: Being a tract of land consisting of 0.767 acres, more or less, in Burnet County, Texas, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes.

LCRA TRACT NO.: a portion of Parcel BE-15 (Brown Tract, Norman)

TERM: The term of this Lease shall be fifteen (15) years from the Commencement Date unless sooner terminated as provided herein.

COMMENCEMENT DATE: The commencement date of this Lease shall be July 1, 2023.

RENT: No rent shall be paid by Tenant to Landlord for this Lease.

IN CONSIDERATION of Ten and No/100 Dollars (\$10.00), the receipt and sufficiency of which is hereby acknowledged, and in consideration of the other covenants and conditions of this Lease, Landlord hereby leases and demises to Tenant, to have and to hold, and Tenant takes and leases in an "as is" condition from Landlord, for the Term and subject to the limitations, reservations, covenants and conditions herein, the Demised Premises.

PURPOSE: The purpose of this Lease is to make the Demised Premises available to the Tenant for use, management, and maintenance of a rock jetty and concrete boat ramp.

NOTICES: All notices pursuant to this Lease shall be addressed as set forth below or as either party may hereafter designate by written notice and shall be sent through the United States mail, certified or registered mail, postage prepaid, and shall be deemed to be delivered, whether actually received or not, when deposited in the United States

mail. A copy of all notices shall also be sent electronically to the electronic mail addresses listed below.

TO LANDLORD:

Real Estate Services
Lower Colorado River Authority
P.O. Box 220
Austin, Texas 78767
E-mail: res.notices@lcra.org

TO TENANT:

Burnet County
220 South Pierce Street
Burnet, Texas 78611
Attn: Sr. Commissioner, Joe Don Dockery
E-mail: jluther@burnetcountytexas.org

ATTACHMENTS TO LEASE:

This Lease includes the following attachments which are attached hereto and made a part hereof:

1. GENERAL CONDITIONS
2. EXHIBIT A, Legal Description and Map of Demised Premises
3. EXHIBIT B, "Land and Water Use Regulations"

IN WITNESS WHEREOF, the parties hereto have executed this Lease, in duplicate originals, the day and year first above written.

Landlord:

Lower Colorado River Authority

By: Mark Sumrall
Mark Sumrall
Vice President, Real Estate Services

Tenant:

The County of Burnet County

By: Joe Don Dockery
Name: Joe Don Dockery
Title: Senior Commissioner



GENERAL CONDITIONS OF LEASE

1.0 DEFINITION OF TERMS

1.1 The following words in this Lease have the significance attached to them in this clause, unless otherwise apparent from context:

"Master Plan for Development" means drawings and other documents illustrating the scale and relationship of the components to the Demised Premises.

"Construction Documents" means detailed plans and specifications for the construction of improvements on the Demised Premises which fix and describe the size and character of the entire project as to structural, mechanical, electrical systems, materials, and such other essentials.

"Non-point Source (NPS) Pollution" includes pollution from all sources other than those sources regulated as point sources under the Federal Clean Water Act.

2.0 LIMITATION OF THE LEASEHOLD

2.1 This Lease and the rights and privileges granted Tenant in and to the Demised Premises are subject to all covenants, conditions, easements, restrictions, and exceptions of record or apparent. Nothing contained in this Lease or in any document related hereto shall be construed to imply the conveyance to Tenant of rights in the Demised Premises which exceed those owned by Landlord.

2.2 Tenant understands and agrees that the rights conveyed by this Lease are surface rights only, and that this Lease and the Demised Premises are taken subject to the rights of Landlord (as mineral estate owner) and Landlord's mineral lessees, permittees, or assigns. Tenant shall not be entitled to surface damages arising from development of the mineral estate by Landlord, its mineral lessees, permittees, or assigns, except in the event Tenant's personal property is damaged or destroyed by Landlord, Landlord's mineral lessees, permittees, or assigns. These restrictions shall not prohibit Tenant from drilling water wells on the Demised Premises as may be set forth in the Master Plan and subject to the prior written approval of Landlord.

3.0 RESERVATIONS TO LANDLORD

3.1 Landlord reserves the right to hereafter construct, maintain, operate, reconstruct, and relocate electric transmission and distribution lines, together with appurtenant facilities, upon the Demised Premises.

3.2 It is agreed and understood that Landlord has constructed and is operating and maintaining upstream and downstream from the Demised Premises certain dams across the Colorado River. Landlord reserves the right to use the Demised Premises for any purpose that it sees fit in the maintenance and obtaining of materials therefor, including the right to go upon

said premises and remove or burn timber and brush and all other purposes which in any way relate to or protect said dams. Landlord makes no guarantee that the level of Landlord-managed rivers, tributaries, and lakes will be retained at any specific level, temperature, or quality, it being fully understood by Tenant that the level, temperature and quality of Landlord-managed rivers, tributaries, and lakes will vary as a result of Landlord's operation of its dams on the Colorado River. Landlord specifically reserves the right and privilege to inundate with water at any time and as many times as Landlord may see fit, all or any part of the Demised Premises without any liability to Tenant. Tenant hereby waives any damages that it has or might have hereafter against Landlord, by reason of floods, soakage, seepage, erosion, and any other action of water, which damage may be caused in whole or in part by the construction, operation, or maintenance of any one or more of said dams, and the impounding of water thereby, or the failure to impound water thereby, or the releasing of impounded water, and Tenant hereby accepts this Lease and the Demised Premises subject to the above-mentioned rights of Landlord.

- 3.3 Landlord reserves the right to go over and across the Demised Premises for the purpose of reaching the edge of any body of water bordering or passing through the Demised Premises to the extent necessary or convenient in the operation of the properties of the Landlord.
- 3.4 The Demised Premises is accepted by Tenant subject to any and all existing easements, rights-of-way, and encumbrances and those which Landlord may hereafter grant. Landlord reserves the right to install, lay, construct, maintain, repair, and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, and connections; water, oil, and gas pipelines; electric, telecommunication and power transmission lines; and the appliances and appurtenances necessary or convenient in connection therewith, in, over, upon, through, across and along the Demised Premises or any part thereof, and to enter the Demised Premises for any and all such purposes. Landlord also reserves the right to grant easements, rights of way, and permits in, over, upon, through, across and along any and all portions of the Demised Premises, subject, however, to any and all lawful procedures which may be required. Landlord shall have the right to enter upon the Demised Premises at any time for the purpose of inspection of its property.
- 3.5 Landlord agrees that rights granted to third parties by reason of this clause shall contain provisions that the surface of the land and improvements shall be restored as nearly as practicable to the original condition upon the completion of any construction.

4.0 UTILITIES

- 4.1 Tenant shall construct or cause to be constructed, and shall pay for all utilities necessary to serve the Demised Premises, including the cost of any additional utility services to the Demised Premises which may not now be existing, or for the release of utility easements and the cost of relocating any utility lines necessitated by construction.

5.0 LICENSES, PERMITS, RESTRICTIONS, COMPLIANCE WITH LAWS

- 5.1 Tenant will be responsible for compliance with all federal, state, and local laws, ordinances and regulations in connection with the construction and operation of all facilities and improvements on the Demised Premises including, but not limited to, the National Electrical Code and National Electrical Safety Code. Tenant will also be responsible for obtaining all necessary permits, licenses, and any other such approvals required for the construction and operation of all facilities and improvements on the Demised Premises.
- 5.2 No person may fire or possess any weapon on the Demised Premises except as authorized by State law, including Chapter 62, Subchapter E, of the Texas Parks and Wildlife Code. Any observed violation of this law shall be reported to an LCRA Ranger, state game warden or other peace officer. Further, Tenant shall not place, or allow anyone to place, cyanide guns ("coyote getters"), arsenic, or any other poisons, or mechanical devices, such as traps or snares, to control predators or other forms of wildlife on the Demised Premises without prior written permission of Landlord. Tenant further agrees that no fireworks shall be discharged on or adjacent to the Demised Premises by Tenant, Tenant's invitees, or concessionaires.
- 5.3 Tenant shall not discriminate on the basis of age, race, religion, color, sex, disability, or national origin in providing recreational opportunities or operating a place of public accommodation.
- 5.4 It is understood and agreed between Landlord and Tenant, that Landlord is a public agency and that the lands of Landlord are to be open to the public for lawful recreational purposes and fishing. Tenant agrees that it will not prevent the public from having use of the Demised Premises for lawful recreational purposes and fishing. No charge shall be made by Tenant for such privileges. If Tenant collects from the public any charge for entrance upon the Demised Premises for fishing or lawful recreational purposes, such charge shall be an event of default and all monies collected shall be payable to Landlord.
- 5.5 Tenant shall not use or operate, nor cause, suffer, or allow the use of, the Demised Premises to be used for human habitation.
- 5.6 Tenant agrees that the Demised Premises shall be used only for lawful purposes.

6.0 DEFAULT BY TENANT AND REMEDIES

6.1 Events of Default

Should Tenant default in the performance of any covenant, condition, restriction, or agreement contained in this Lease or in carrying out its purpose, Landlord shall have the option to pursue any one or more of the Remedies listed herein or as provided by law. The following events (including acts or omissions by Tenant's agents, employees, guests, or invitees) shall be considered a **non-exclusive** list of acts or omissions constituting default under this Lease:

- (1) Discriminating in admission practices in violation of the express provision of this

Lease;

- (2) Charging entrance fees to, or preventing the entrance of, members of the general public wishing to enter upon the Demised Premises for fishing or other lawful recreational activities;
- (3) Destruction of or misappropriation of features of archaeological or historical significance on the Demised Premises, whether previously located and identified by Landlord or not;
- (4) Violation of or non-compliance any of the provisions of the LCRA Highland Lakes Marina Ordinance or failure to correct such violation or non-compliance within the time allowed by the LCRA Highland Lakes Marina Ordinance, as may be amended from time to time;
- (5) Conducting or permitting others to conduct unlawful activities upon the Demised Premises;
- (6) Failing to maintain insurance coverage required by this Lease;
- (7) Failing to pay any taxes or assessments levied against the Demised Premises and payable by Tenant pursuant to the terms of this Lease;
- (8) Assignment or sublease to another of the rights granted hereby without Landlord's prior written consent;
- (9) Construction of any improvements without Landlord's prior written consent;
- (10) Doing or permitting to be done anything which creates a lien upon the Demised Premises;
- (11) Allowing the dumping or disposal of hazardous or solid wastes on the Demised Premises;
- (12) Failing to make needed repairs or replacements of improvements at the Demised Premises within 30 days of notice by Landlord that such improvements are in need of repair or replacement;
- (13) Tenant becoming insolvent, voluntarily or involuntarily dissolving, declaring bankruptcy, making a transfer in fraud of creditors, or making an assignment for the benefit of creditors;
- (14) A receiver or trustee being appointed for Tenant or for all or substantially all of Tenant's assets;
- (15) Tenant abandoning or vacating any portion of the Demised Premises;
- (16) Failing to take corrective action with respect to Tenant-constructed improvements which have been destroyed or declared unsafe by a public entity within the time

limit for compliance set by the public entity.

6.2 Remedies

Upon the occurrence of any of the above events of default, Landlord shall have the option to pursue any one or more of the following remedies without any notice or demand whatsoever:

- (1) Terminate this Lease, in which event Tenant shall immediately yield and peaceably deliver possession of the Demised Premises to Landlord, and, if Tenant fails to do so, 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 Demised Premises and expel or remove Tenant and any other person who may be occupying the Demised Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore;
- (2) Enter upon and take possession of the Demised Premises and expel or remove Tenant and any other person who may be occupying said Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim for damages therefore, with or without having terminated the Lease;
- (3) Enter upon the Demised Premises, by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Tenant is obligated to do under the terms of this Lease, and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations under this Lease, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action;
- (4) Alter all locks and other security devices at the Demised Premises without terminating this Lease.

6.3 Upon termination of this Lease, Tenant shall remove any and all personal property belonging to Tenant from the Demised Premises within ninety (90) days of such termination. Property not removed from the Demised Premises within ninety (90) days shall become the property of Landlord. Landlord shall have the right to remove and dispose of such property without liability therefor to Tenant or to any person claiming under Tenant, and shall not be required to account therefor. Tenant shall pay Landlord to remove and dispose of any such property or improvements from the Demised Premises deemed by Landlord to be valueless.

6.4 In the event that Landlord shall have taken possession of the Demised Premises pursuant to the authority herein granted, then Landlord shall have the right to keep in place and use all of the furniture, fixtures, and equipment at the Demised Premises, including that which is owned by or leased to Tenant at all times prior to any foreclosure thereon or repossession thereof by a lessor thereof or third party having a lien thereon.

6.5 Exercise by Landlord of any one or more remedies hereunder granted or otherwise

available shall not be deemed to be an acceptance of surrender of the Demised Premises by Tenant, whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of Landlord and Tenant. No removal or other exercise of dominion by Landlord over the property of Tenant or others at the Demised Premises shall be deemed unauthorized or constitute a conversion, Tenant hereby consenting, after any event of default, to the aforesaid exercise of dominion over Tenant's property within the Demised Premises. All claims for damages by reason of such re-entry and/or repossession and/or alteration of locks or other security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible entry or detainer proceedings, sequestration proceedings, or other legal process.

- 6.6 In the event Landlord elects to terminate the Lease by reason of an event of default, then notwithstanding such termination, Tenant shall be liable for and shall pay to Landlord, at the address specified for notice to Landlord herein, the sum of all rent and other indebtedness accrued to date of such termination.
- 6.7 In the event Landlord elects to repossess the Demised Premises without terminating the Lease, then Tenant shall be liable for and shall pay to Landlord at the address specified for notice to Landlord herein all rent and other indebtedness accrued to the date of such repossession, plus rent required to be paid by Tenant to Landlord during the remainder of the Lease term until the date of expiration of the Term as stated herein, diminished by any net sums thereafter received by Landlord through reletting the Demised Premises during said period (after deducting expenses incurred by Landlord).
- 6.8 In the event of termination or repossession of the Demised Premises for an event of default, Landlord shall not have any obligation to relet or attempt to relet the premises, or any portion thereof, or to collect rent after reletting. Landlord may relet the whole or any portion of the Demised Premises for any period, to any tenant, and for any use and purpose.
- 6.9 If Tenant should fail to make any payment or cure any default hereunder within the time herein permitted, Landlord, without being under any obligation to do so and without thereby waiving such default, may make such payment and/or remedy such other default for the account of Tenant (and enter the Demised Premises for such purpose), and thereupon Tenant shall be obligated to, and hereby agrees, to pay Landlord, upon demand, all costs, expenses, and disbursements (including reasonable attorney's fees) incurred by Landlord in taking such remedial action.

7.0 CONSTRUCTION OF IMPROVEMENTS BY TENANT

- 7.1 Landlord's Consent. No structures, improvements, or facilities shall be constructed, erected, altered or made within the Demised Premises without prior written consent of the Landlord. If Tenant desires to construct any improvements on the Demised Premises, Tenant shall submit to Landlord a Master Plan for Development, including Construction Documents. Landlord shall have thirty (30) days in which to review the Master Plan and notify Tenant of its approval or disapproval. Approval of the Master Plan shall not be unreasonably withheld by Landlord. If Landlord does not approve the Master Plan, as submitted by Tenant, Landlord shall state its objections thereto and suggest appropriate revisions. Upon receipt of Landlord's objections and suggested revisions, Tenant shall have

thirty (30) days in which to make revisions in accordance with Landlord's suggestions and resubmit the Master Plan for approval. This Lease is conditioned upon a fully approved Master Plan. A fully approved Master Plan shall bear the signatures of Landlord and Tenant acting through their duly authorized representatives. The Master Plan as provided by Tenant and approved by Landlord shall be a guide or intended plan only and shall not be construed as Landlord's Consent for Construction as further described herein.

- 7.2 Substantial Compliance with Construction Documents. All improvements constructed by Tenant within the Demised Premises shall be constructed in substantial compliance with the Master Plan for Development and Construction Documents approved by Landlord. Construction Documents must include a complete Non-point Source Pollution (NPS) Abatement Plan. Tenant shall include in the plan those practices, techniques, and technologies that will control and/or reduce NPS pollution and conserve water. The Landlord will approve or disapprove the Construction Documents. If the Landlord disapproves the Construction Documents, in whole or in part, he will notify the Tenant in writing of this determination and will state the reasons for the disapproval. If disapproved, the Tenant may submit revised plans. **UNDER NO CIRCUMSTANCES SHALL CONSTRUCTION BEGIN WITHOUT FIRST HAVING RECEIVED APPROVAL OF CONSTRUCTION DOCUMENTS.** Tenant shall comply with all conditions relating to the manner, method, use, design, and construction of the improvements, structures, landscaping, or facilities required by Landlord with any approval. Landlord reserves the right to make inspections on the Demised Premises before, during, and after construction.
- 7.3 "As Built" Drawings. Within sixty (60) days following completion of any substantial improvement at the Demised Premises, Tenant shall furnish Landlord a complete set of "as built" drawings.
- 7.4 Mechanics Liens. Tenant shall at all times indemnify and hold Landlord harmless from all claims for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Demised Premises, and from the cost of defending against such claims, including attorney's fees.
- 7.5 Removal of Lien. In the event a lien is imposed upon the Demised Premises as a result of such construction, repair, alteration, or installation, Tenant shall either:
- (1) Record a valid Release of Lien in the County Clerk's office wherein such lien is filed, or
 - (2) Deposit in cash with a title company approved by Landlord, in Travis County, Texas, twice the amount of the claim shown on the lien in question, and Tenant hereby authorizes payment to the extent of said deposit to any subsequent judgement holder that may arise as a matter of public record from litigation with regard to the lienholder claim, or
 - (3) Prepare and record a bond in accordance with the laws of the State of Texas which frees the Demised Premises from the claim of the lien and from any action brought to foreclose the lien.

Should Tenant fail to accomplish one of the three optional actions within thirty (30) days

after receiving notice from Landlord of the filing of such a lien, such failure shall be an event of default and Landlord may pursue the Remedies for default set out herein.

- 7.6 Signs. Tenant agrees not to construct, maintain, or allow any sign upon the Demised Premises except signs approved by the Landlord, which approval will not be unreasonably withheld. Unapproved signs, banners, flags, etc., may be removed by Landlord.

8.0 DAMAGE TO OR DESTRUCTION OF IMPROVEMENTS

- 8.1 In the event of damage to or destruction of Tenant-constructed improvements located on the Demised Premises or in the event Tenant-constructed improvements located on the Demised Premises are declared unsafe or unfit for use or occupancy by a public entity with the authority to make and enforce such declaration, Landlord shall, have the right to pursue the Remedies for default set out herein, unless Tenant shall undertake, within ninety (90) days after the occurrence of such event, the completion, replacement, or reconstruction of improvements necessary to permit full use and occupancy of the Demised Premises for the purposes required by this Lease.
- 8.2 In the event Tenant elects to repair, replace, or reconstruct the improvements, such repairs, replacement or reconstruction shall be accomplished in a manner and according to plans approved by Landlord, which approval will not be unreasonably withheld. Landlord will, in any event, approve such plans if they conform substantially to the Construction Plans or Master Plan for Development previously approved by Landlord hereunder.

9.0 ARCHAEOLOGICAL SURVEY

- 9.1 If an archaeological survey of the Demised Premises has been conducted, the narrative report of said survey is attached hereto as an Exhibit and made a part hereof. Landlord reserves for its own use any and all ground features of historical or archeological significance set forth in the archeological survey. Tenant agrees to protect and preserve any such features so identified by Landlord or which may be identified in the future and to redeliver same in as good condition as when delivered to Tenant.

10.0 MAINTENANCE

- 10.1 Tenant shall, to the satisfaction of Landlord, keep and maintain the Demised Premises and all improvements of any kind which may be erected, installed, or made thereon in a clean, sightly, and safe condition and in substantial repair, reasonable wear and tear excepted. It shall be Tenant's responsibility to take all steps necessary or appropriate to maintain such a standard of condition and repair.
- 10.2 If Tenant fails to maintain or make repairs or replacements, Landlord shall notify Tenant in writing of said failure. Should Tenant fail to correct the situation within thirty (30) days of receipt of said notice (or longer period set by Landlord if such default is of a nature that it cannot be corrected within such period) Landlord may, but shall in no way be obligated to, take the necessary corrective action. If Landlord takes corrective action, the cost of correction, including, but not limited to the cost of labor, materials, equipment, and administration, shall be paid by Tenant within ten (10) days of receipt of a statement of

said costs from Landlord. In the alternative, Landlord may terminate this Lease, or choose other remedies available herein or by law.

- 10.3 Tenant shall not sell or carry away, or allow to be sold or carried away from the Demised Premises, except as permitted in the following paragraph or from natural causes, any timber, shrubs, rocks, sand, gravel, caliche, or other similar substance or material without having obtained the prior written approval of Landlord.
- 10.4 Tenant shall not dump or allow dumping of any garbage, trash, or other waste on the Demised Premises. Tenant further agrees to maintain the shoreline and immediately adjacent land and water free of garbage, trash, or other waste. Furthermore, Tenant shall not discharge or allow to be discharged, any waste of any kind into the waters of the Colorado River or its tributaries or any lake thereon and agrees to abide by all rules, regulations, ordinances, and other laws relating to the maintenance of water quality in the Colorado River, its tributaries and lakes as established by Landlord and other local, State, and Federal agencies with jurisdiction over same. **Tenant shall indemnify Landlord for any costs associated with the cleanup of any pollution caused by Tenant's use of Demised Premises.**
- 10.5 **Tenant shall not cause or promote the erosion of soil or other forms of Non-point Source Pollution (NPS) on the Demised Premises. Any construction or development must incorporate an approved Non-point Source Pollution Abatement Plan.**
- 10.6 If the Demised Premises adjoin any lake, stream, river, or other body of water, Tenant shall maintain the Demised Premises and all improvements in such a condition that they will not present a safety or navigation hazard to watercraft, preclude the safe passage of watercraft, or interfere with the use of the water's surface by adjoining or adjacent property owners. Any improvement extending into the surface of any adjoining body of water shall be made highly visible both day and night.
- 10.7 Tenant acknowledges that the Demised Premises are free of any "Hazardous Wastes" or "Solid Wastes" as those terms are defined by the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Act, (42 U.S.C. §§ 6901 et. seq.) and the Texas Solid Waste Disposal Act (Tex. Health and Safety Code Ann. §§ 361.001 et seq.) and the regulations promulgated under such acts. Tenant agrees not to dump, discard, or otherwise dispose of or to permit any other person to dump, discard or otherwise dispose of any hazardous or solid wastes onto the Demised Premises. If Landlord discovers that Tenant has dumped, discarded, or otherwise disposed of or permitted any other person to conduct such activities on the Demised Premises, Landlord shall cause such wastes to be disposed of or removed and Tenant shall reimburse Landlord for costs incurred in removing and disposing of the wastes and Landlord may pursue any of the Remedies provided for herein or at law. **Tenant hereby indemnifies Landlord for any costs (including attorneys' fees) and/or penalties associated with violation of any environmental or health and safety laws and/or regulations, including all civil and criminal penalties instituted by any environmental agency for violation of any regulation or improper waste disposal, and for injury or death to any person or property damage arising out of such violation.**
- 10.8 At the termination of this Lease, Tenant shall redeliver the Demised Premises to Landlord

in as good condition as the Demised Premises were delivered to Tenant.

- 10.9 Tenant shall, at all times applicable, apply and enforce Landlord's current Land and Water Use Regulations, attached hereto as **Exhibit B**, as they may be amended from time to time. To the extent of any conflict between the Land and Water Use Regulations and the terms of this Lease, the terms of this Lease shall control.

11.0 RECORDS AND ACCOUNTS

- 11.1 Upon the request of Landlord, Tenant shall promptly provide, at Tenant's expense, necessary data to enable Landlord to fully comply with any and every requirement of the State of Texas or the United States of America for information or reports relating to this Lease and to Tenant's use of the Demised Premises.

12.0 INSURANCE

- 12.1 Tenant shall procure and maintain insurance in the amounts and under the terms specified in the LCRA Highland Lakes Marina Ordinance, as it may be amended from time to time.
- 12.2 Tenant shall procure and maintain insurance acceptable to Landlord in full force and effect throughout the term of this Lease at Tenant's sole cost and expense. The policy or policies of insurance shall be provided with carriers having a rating of "A-VII" or greater; be primary in coverage; include waivers of subrogation; shall name Landlord as an additional insured; shall insure both Landlord and Tenant against all claims, demands, or actions rising out of or in connection with Tenant's use or occupancy of the Demised Premises or by the condition of the Demised Premises.
- 12.3 The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease.

13.0 INDEMNIFICATION

- 13.1 **It is agreed that in the use of the Demised Premises, Tenant is acting independently and not as an agent, employee, or representative of Landlord. Tenant shall indemnify and hold harmless Landlord, its officers, agents, and employees from and against any and all claims, demands, losses, or liabilities of any kind or nature, including but not limited to claims of Landlord's negligence, which Landlord, its officers, agents and employees may sustain or incur or which may be imposed upon them or any of them for injury to or death of any person (including employees of Tenant), or damage to property (including property of Tenant) as a result, arising out of, or in any manner connected with this Lease or with the occupancy or use of the Demised Premises by anyone.**

14.0 TAXES AND ASSESSMENTS

- 14.1 All taxes and assessments which become due and payable upon the Demised Premises or Tenant's leasehold interest in the Demised Premises and upon any improvements constructed on the Demised Premises or upon fixtures, equipment, or other property installed or constructed thereon shall be the full responsibility of Tenant and Tenant shall cause taxes and assessments to be paid promptly and before delinquency.

15.0 UNLAWFUL USE

- 15.1 Tenant agrees no improvements shall be erected, placed upon, operated, or maintained within the Demised Premises, nor any business conducted or carried on therein or therefrom, in violation of the terms of this Lease, or of any regulation, order of law, statute, bylaw, or ordinance of a governmental agency having jurisdiction.

16.0 HOLDING OVER

- 16.1 In the event Tenant remains in possession of the Demised Premises after the expiration of this Lease and without execution of a new Lease, such possession shall not be considered a renewal of this Lease, but a tenancy from month-to-month at a rent equal to 12.5% of the annual Rent per month and shall be otherwise subject to all the conditions and obligations contained in this Lease insofar as the same are applicable to a month-to-month tenancy.

17.0 ASSIGNING, SUBLETTING, AND SALE

- 17.1 Tenant shall not assign this Lease nor sublet or rent all or any part of the Demised Premises without the prior written approval of Landlord.
- 17.2 In the event of a sale of a fee simple interest in all or substantially all of the Demised Premises, the rights created and existing under this Lease shall terminate and become effective upon delivery of the deed, and Tenant shall be entitled only to a refund of prepaid but unearned rent and to no other damages or losses.

18.0 SUCCESSORS IN INTEREST

- 18.1 Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of the Tenant hereto, all of whom shall be jointly and severally liable hereunder.

19.0 TERMINATION AT WILL

- 19.1 Notwithstanding anything herein to the contrary, Lessor shall have the right to terminate this Lease at any time by providing written notice to Lessee no less than ninety (90) days prior to the date on which Lessor seeks to terminate the Lease. In the event Lessor elects

to terminate the Lease in accordance with this Section 19, all provisions of this Lease applicable to termination shall apply.

20.0 LANDLORD'S RIGHT TO RE-ENTER

- 20.1 Tenant agrees to yield and peaceably deliver possession of the Demised Premises to Landlord on the date of termination of this Lease, whatsoever the reason for such termination.
- 20.2 Upon termination of this Lease, Landlord shall have the right to re-enter and take possession of the Demised Premises on the date such termination becomes effective without further notice or proceeding.
- 20.3 Tenant waives any and all right of redemption under any existing law or statute in the event of eviction from or dispossession of the Demised Premises for any reason or in the event Landlord re-enters and takes possession of the Demised Premises in a lawful manner.

21.0 QUITCLAIM OF TENANT'S INTEREST UPON TERMINATION

- 21.1 Upon termination of this Lease for any reason, including, but not limited to, termination because of default by Tenant, Tenant shall, if requested, execute, with acknowledgement, and deliver within ninety (90) days after receipt of written demand therefor, a good and sufficient deed whereby all right, title, and interest of Tenant in the Demised Premises is quitclaimed to Landlord.

22.0 INCORPORATION AND AMENDMENTS

- 22.1 This Lease sets forth all of the agreements and understanding of the parties concerning the Demised Premises, and any modification or amendment must be written and properly executed by both parties.

23.0 LEASE ORGANIZATION

- 23.1 The various headings and numbers herein, the grouping of provisions of this Lease into separate clauses and paragraphs, and the organization hereof, are for the purpose of convenience only and shall not be considered otherwise.

24.0 FORCE MAJEURE

24.1 If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, restrictive governmental laws or regulations, or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. However, nothing in this clause shall excuse Tenant from the prompt payment of any rent or other charge required of Tenant, except as may be expressed elsewhere in this Lease.

25.0 PARTIAL INVALIDITY

25.1 If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

26.0 WAIVER OF RIGHTS

26.1 The failure of Landlord or Tenant to insist upon strict performance of any of the terms, covenants, or conditions of this Lease shall not be deemed a waiver of any right or remedy that Landlord or Tenant may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants, and conditions of the Lease, thereafter, nor a waiver of any remedy for the subsequent breach or default of any term, covenant or condition of the Lease.

27.0 NON-SUBORDINATION

27.1 Landlord's fee interest in the Demised Premises shall not be subordinated to any lien for construction financing of improvements upon the Demised Premises.

28.0 PRONOUNS

28.1 When the context requires, singular nouns and pronouns include the plural, and words of any gender shall include each other gender.

29.0 VENUE

29.1 This Lease shall be governed by the laws of the State of Texas and venue for any action brought hereunder shall be exclusively in Travis County, Texas.

30.0 GUARANTY

30.1 Tenant agrees that Landlord may, at its option, at the time of the execution of this Lease, or at any time during the term hereof, require a guaranty of the obligations of Tenant hereunder by a person, firm, or association other than Tenant, acceptable to Landlord, which guaranty shall be in a form satisfactory to Landlord, and Tenant agrees to provide such guaranty when requested.

Exhibit A

Burnet County Boat Ramp
and Rock Jetty Lease
LCRA Parcel BE-15
Burnet County

56757

104554

Ranch Road 2341

56756

0.767 Acre
Lease Area

Lake Buchanan

Burnet County Parcels



0 100 200 Feet



LCRA Land and Water Use Regulations

The purpose of these regulations is to ensure a safe and enjoyable stay for all visitors to LCRA parks. For more information, submit your questions to [Ask LCRA](#).

- Updated Land and Water Use Regulations took effect Oct. 1, 2015.
- [View a printable version of the Highland Lakes Marina Ordinance](#).
- [Follow updated regulations](#) to prevent the spread of zebra mussels.

1. AUTHORITY

These regulations are adopted and promulgated under authority vested in the LCRA Board of Directors and laws of the State of Texas, including, but not limited to, the LCRA Act, Chapter 51 of the Texas Water Code, and Chapter 31 of the Texas Parks and Wildlife Code.

2. DEFINITION OF TERMS

The following terms in these regulations have these meanings:

- a. "General manager" means the general manager or the acting general manager of LCRA or his or her designee.
- b. "Watercraft" means any boat, vessel, personal watercraft, barge or similar floating craft used or capable of being used for transportation on water.
- c. "Motorboat" means any vessel propelled or designed to be propelled by machinery, whether or not the machinery is permanently or temporarily affixed or is the principal source of propulsion.
- d. "Floating habitable structure" means a floating structure intended to be used or actually used as a temporary or permanent domicile by one or more persons and containing all or part of the following: cooking, eating, sleeping or sanitary facilities. A floating habitable structure includes a structure that may be capable of navigation but is not designed primarily for that purpose. The attachment of an outboard motor and registration as a vessel does not exclude the structure from this definition. This definition expressly excludes houseboats or other watercraft with overnight accommodations that are designed primarily for navigation.
- e. "Grandfathered Floating Habitable Structure" means a floating habitable structure that existed on one of the Highland Lakes prior to Oct. 20, 2010.
- f. "LCRA Land" shall include any real property owned or leased by LCRA.
- g. "LCRA Water" shall include the Highland Lakes along the Colorado River from Mansfield Dam to the 1,020 foot above mean sea level line above Lake Buchanan and any other lakes under LCRA's control.
- h. "Highland Lakes" for purposes of these regulations means Lake Travis, Lake Marble Falls, Lake LBJ, Inks Lake and Lake Buchanan collectively.

3. ABANDONED PROPERTY

Abandonment of personal property on or in LCRA Land or LCRA Water, including but not limited to docks, watercraft and vehicles, is prohibited. Personal property left unattended on LCRA Land or in LCRA Water for more than 24 hours shall be considered abandoned property. Abandoned property may be removed and disposed of in any manner deemed appropriate by the general manager. LCRA is not responsible for personal property left on LCRA Land or in LCRA Water.

LCRA Land and Water Use Regulations

4. ADVERTISEMENTS

No commercial notices, signs or advertisements shall be placed on LCRA Land. Private messages may be posted only in areas designated by the general manager for such messages.

5. BUOYS

No persons other than LCRA employees performing their duties shall place any buoy or marker on LCRA Water.

6. DREDGING AND FILLING

Any excavation, discharge or fill of materials in LCRA Water shall be performed in accordance with all applicable regulations and permits of the U.S. Army Corps of Engineers (Fort Worth or Galveston District) and LCRA's Highland Lakes Watershed Ordinance.

7. EMERGENCY RESTRICTIONS

In the case of extreme flooding, water contamination, or other emergency or natural disaster, the general manager is authorized to declare restrictions on the use of all or any portion of LCRA Water as deemed necessary and convenient for purposes of public health, safety and welfare. No person shall engage in any activity that violates such restrictions.

8. FIREARMS, HUNTING, TRAPPING AND BOW FISHING

- a. Hunting and the possession or use of a firearm, bow, crossbow, slingshot or any other type of weapon on LCRA Land are illegal under Chapter 62 of the Texas Parks and Wildlife Code, with certain exceptions. No person shall hunt or shoot a firearm, bow or crossbow on or over LCRA Water except bow fishing as noted below. No person shall place poisons, salt blocks, feed, or mechanical devices such as traps and snares on LCRA Land.
- b. Bow fishing is allowed on the Highland Lakes with these restrictions:
 - I. Bow fishing must take place from a boat.
 - II. Bow fishing is not allowed from the bank, within 75 feet of any marked designated swimming area, within 50 feet of any boat dock, pier, restricted or residential areas, or while wading.
 - III. Crossbows, draw-locking mechanisms and arrows designed for flight through the air are prohibited; only hand-pulled and hand-released equipment is allowed.
 - IV. Archery equipment is prohibited on LCRA Land.

9. FIREWORKS AND EXPLOSIVES

Possession or discharge of fireworks or explosives on LCRA Land or LCRA Water is prohibited.

10. FLOATING HABITABLE STRUCTURES

- a. Floating habitable structures are prohibited within the floodplain of the Highland Lakes.
- b. A Grandfathered Floating Habitable Structure is excluded from the prohibition in this Section if it complies with all of the following conditions:
 - I. A Grandfathered Floating Habitable Structure must be registered with LCRA within six months after notification by LCRA staff;
 - II. A Grandfathered Floating Habitable Structure may not be relocated, replaced, expanded or modified, other than as required for necessary maintenance; and

LCRA Land and Water Use Regulations

III. A Grandfathered Floating Habitable Structure shall comply with all applicable federal, state or local rules and regulations, including any applicable LCRA rules and regulations.

11. GROUPS

Prior written permission shall be obtained from LCRA for any organized group activity involving 20 or more individuals on LCRA Land. At the sole discretion of the general manager, LCRA may designate a particular site reserved for any group activity.

12. MOTOR VEHICLES

Except in special-use areas designated by the general manager, all motor vehicle operation on LCRA Land shall be confined to designated roads and parking areas. All motor vehicles operated on LCRA Land shall be licensed for street use and shall be operated only by persons with valid driver licenses in a reasonable and prudent manner. No motor vehicle may be operated in excess of a posted speed limit.

13. OBSTRUCTION OF NAVIGATION AND WATER FLOW

- a. No person shall anchor any watercraft or construct or maintain any floating or fixed structure on or in LCRA Water that unreasonably prevents, impedes or interferes with safe navigation or access to the water by the public. No person shall construct or maintain in LCRA Water any fence, pump, pipe or similar device for the purpose of diverting water and/or wind currents or interfere with the normal movement of water and floating debris.
- b. All floating or fixed structures of any type on LCRA Water shall be adequately marked or lighted so as not to create a safety hazard for the public. This paragraph does not apply to breakwater structures permitted under the Highland Lakes Marina Ordinance.

14. PARK USE

- a. Picnicking and camping are allowed on LCRA Land only in those public areas so designated.
- b. No person shall camp on any LCRA Land for more than five consecutive days or on multiple LCRA Lands for more than 10 days within any calendar month without reservations.
- c. No person shall litter or contaminate any camping, picnic, or other areas of LCRA Land or LCRA Water. Park visitors may dispose of garbage and waste only in trash barrels or dumpsters provided by LCRA. In areas in which there are no trash receptacles provided, campers and picnickers shall collect and remove their garbage and waste from LCRA Land for lawful disposal.
- d. Campfires are allowed only in established fire rings or in contained camp stoves. During times of extreme fire hazard conditions, the general manager may declare a ban on all ground fires on all or any part of LCRA Land. No person shall build or maintain a fire on LCRA Land at any time when a burn ban declaration is in effect. No person shall at any time burn garbage, brush or other refuse on LCRA Land.
- e. All pets must be kept on leash at all times while in designated camping and picnicking areas; outside the designated camping and picnicking areas, pets must be kept under their owners' direct control. In no case shall a pet be allowed to constitute a nuisance.
- f. No horses shall be allowed in designated camping or picnicking areas unless equine facilities are established at the park.
- g. No person shall place, construct, erect or occupy any temporary or permanent structure for human habitation or other purposes on LCRA Land. This provision does not apply to the use of normal

LCRA Land and Water Use Regulations

camping equipment. No person shall install or construct an electric, water, wastewater or other utility line or service upon, over or under LCRA Land.

- h. No person shall bring or use any glass containers on LCRA Land.
- i. No person shall cause, create or contribute to excessive noise, including generators and amplified music on LCRA Land, between the hours of 10 p.m. and 6 a.m. Noise that unreasonably disturbs other visitors is considered excessive.
- j. Public consumption or display of alcoholic beverages is prohibited on LCRA Land. Intoxicated persons are not allowed on LCRA Land.

15. PARK REGULATIONS

In addition to these regulations, LCRA may enact regulations specifically for certain LCRA Lands and adjacent LCRA Water, and may approve park regulations enacted by other political subdivisions for LCRA Land leased to them for public parks. In case of conflict between specific park regulations and these general use regulations, the specific park regulations shall govern.

16. PROTECTION OF LCRA PROPERTY AND NATURAL AND CULTURAL RESOURCES

- a. Archaeological and historical features of every character located in, on or under LCRA Land or LCRA Water are protected by state law and may not be disturbed or removed without a permit from the Texas Historical Commission, or successor agency, and without having obtained prior written permission from LCRA.
- b. No person shall destroy, alter, excavate or remove from LCRA Land any timber, shrubs, other vegetation, rock, sand, gravel, caliche, or any other substance, or material or any archaeological, historic or geologic feature.
- c. No person shall use or operate a metal detector on LCRA Land.
- d. No person shall damage, deface or destroy any LCRA property, including equipment and facilities provided for outdoor recreational purposes.
- e. No person shall, in any manner, alter or remove any LCRA sign, survey marker, boundary fence, cross fence, gate, cattle guard or wire gap. No person shall construct any road, trail, path or other avenue on, over or across LCRA Land or cross LCRA Land to reach adjacent property.

17. RESTRICTED AREAS

- a. To ensure the safety and health of the public and to provide for the security, safeguarding, and preservation of property and improvements, the general manager is authorized to designate areas of LCRA Land that the public is prohibited from entering or in which certain activities are prohibited. Such areas will be clearly marked by signs indicating the prohibition.
- b. The general manager is authorized to designate certain areas of LCRA Water as fishing, swimming or otherwise restricted areas. Such areas will be marked by buoys or signs.
- c. No person shall enter into such prohibited areas or engage in any activity that violates a posted prohibition or restriction, sign or buoy.
- d. The use of drones or other types of surveillance equipment is strictly prohibited near LCRA's core infrastructure such as dams, power plants, substations, natural gas facilities, power lines and other designated areas.
- e. This section shall not apply to authorized maintenance, patrol or rescue activities.

LCRA Land and Water Use Regulations

18. SANITATION

No person shall dump or otherwise dispose of garbage, polystyrene foam, construction materials, hazardous materials or other solid waste on LCRA Land or into LCRA Water. No person shall discharge wastewater, sewage or effluent from holding tanks, sinks, toilets or other plumbing fixtures on LCRA Land or in LCRA Water.

19. SOLICITATION OF BUSINESS

No person shall engage in or solicit any business on LCRA Land or LCRA Water.

20. SWIMMING

Swimming is prohibited within 50 feet of any public boat ramp.

21. VIOLATIONS

Any person who knowingly or intentionally violates or fails to comply with any provision of these regulations is guilty of a Class C misdemeanor. Upon conviction, a violator is subject to punishment by a fine not to exceed \$500. In addition, a violator may be barred from use of LCRA Land and facilities. It is a defense to prosecution for a violation of these regulations that the person had a current valid permit issued by the general manager and that the person was in compliance with any special conditions of the permit.

22. WAIVER AND PERMITS

Except when prohibited by state law, any provision of these regulations may be waived in whole or in part as deemed necessary and appropriate at the sole discretion of the general manager. A waiver shall be evidenced by a permit or other prior written permission issued by the general manager.

23. WATERCRAFT

- a. A motorboat operating on LCRA Water must have an exhaust water manifold or a factory-type muffler installed on the engine.
- b. Watercraft on LCRA Water shall be equipped and operated in accordance with all provisions of the Water Safety Act and all water safety rules and regulations adopted by the Texas Parks and Wildlife Department.
- c. The operator of any watercraft involved in an accident shall immediately report the accident to an LCRA Ranger or other law enforcement official.
- d. Any watercraft operated on the Highland Lakes that is equipped with an optional exhaust noise-suppression device shall be operated with the device engaged when in a "No Wake" area.
- e. No person may operate a motorized watercraft on the Highland Lakes at a speed greater than the minimum speed necessary to maintain steerageway and headway within 50 feet of the shoreline, structures, swimmers or restricted areas.
- f. No person may operate a watercraft on the Highland Lakes at a noise level greater than 92 decibels, measured using the Society of Automotive Engineers' standard J-2005 (stationary test).
- g. It is **unsafe** to operate watercraft faster than 20 miles per hour or the minimum planing speed at night on the Highland Lakes.

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24. WILD AND FERAL ANIMALS; LIVESTOCK

No person shall feed any feral or wild animal on LCRA Land. No person shall place, dump, abandon or leave any animal on LCRA Land. Livestock are not allowed to range or graze on LCRA Land.

25. VALIDITY

If any part of these regulations should be held by a court of competent jurisdiction to be invalid or unconstitutional, the validity of the remainder hereof shall not be affected.