

ADMINISTRATIVE INFORMATION CHECK LIST

RECEIVED
NOV 10 2023
Water Availability Division

RECEIVED
NOV 10 2023
Water Availability Division

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

TCEQ WATER RIGHTS PERMITTING APPLICATION

ADMINISTRATIVE INFORMATION CHECKLIST

Complete and submit this checklist for each application. See Instructions Page 5.

APPLICANT(S): RL Jones

Indicate whether the following items are included in your application by writing either Y (for yes) or N (for no) next to each item (all items are not required for every application).

Y/N	Y/N
<input checked="" type="checkbox"/> Administrative Information Report	<input checked="" type="checkbox"/> Worksheet 3.0
<input type="checkbox"/> Additional Co-Applicant Information	<input type="checkbox"/> Additional W.S. 3.0 for each Point
<input type="checkbox"/> Additional Co-Applicant Signature Pages	<input type="checkbox"/> Recorded Deeds for Diversion Points
<input type="checkbox"/> Written Evidence of Signature Authority	<input type="checkbox"/> Consent for Diversion Access
<input checked="" type="checkbox"/> Technical Information Report	<input type="checkbox"/> Worksheet 4.0
<input type="checkbox"/> USGS Map (or equivalent)	<input type="checkbox"/> TPDES Permit(s)
<input type="checkbox"/> Map Showing Project Details	<input type="checkbox"/> WWTP Discharge Data
<input checked="" type="checkbox"/> Original Photographs	<input type="checkbox"/> Groundwater Well Permit
<input type="checkbox"/> Water Availability Analysis	<input type="checkbox"/> Signed Water Supply Contract
<input checked="" type="checkbox"/> Worksheet 1.0	<input type="checkbox"/> Worksheet 4.1
<input type="checkbox"/> Recorded Deeds for Irrigated Land	<input checked="" type="checkbox"/> Worksheet 5.0
<input type="checkbox"/> Consent for Irrigated Land	<input checked="" type="checkbox"/> Addendum to Worksheet 5.0
<input type="checkbox"/> Worksheet 1.1	<input type="checkbox"/> Worksheet 6.0
<input type="checkbox"/> Addendum to Worksheet 1.1	<input type="checkbox"/> Water Conservation Plan(s)
<input type="checkbox"/> Worksheet 1.2	<input type="checkbox"/> Drought Contingency Plan(s)
<input checked="" type="checkbox"/> Worksheet 2.0	<input type="checkbox"/> Documentation of Adoption
<input type="checkbox"/> Additional W.S. 2.0 for Each Reservoir	<input type="checkbox"/> Worksheet 7.0
<input type="checkbox"/> Dam Safety Documents	<input type="checkbox"/> Accounting Plan
<input type="checkbox"/> Notice(s) to Governing Bodies	<input checked="" type="checkbox"/> Worksheet 8.0
<input type="checkbox"/> Recorded Deeds for Inundated Land	<input checked="" type="checkbox"/> Fees
<input type="checkbox"/> Consent for Inundated Land	<input type="checkbox"/> Public Involvement Plan

RECEIVED
NOV 10 2023
Water Availability Division

ADMINISTRATIVE INFORMATION REPORT

The following information is **required** for all new applications and amendments.

*****Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Staff to discuss Applicant's needs prior to submitting an application. Call the Water Rights Permitting Team to schedule a meeting at (512) 239-4600.**

1. TYPE OF APPLICATION (Instructions, Page. 6)

Indicate, by marking X, next to the following authorizations you are seeking.

- New Appropriation of State Water
 Amendment to a Water Right *
 Bed and Banks

****If you are seeking an amendment to an existing water rights authorization, you must be the owner of record of the authorization. If the name of the Applicant in Section 2 does not match the name of the current owner(s) of record for the permit or certificate or if any of the co-owners is not included as an applicant in this amendment request, your application could be returned. If you or a co-applicant are a new owner, but ownership is not reflected in the records of the TCEQ, submit a change of ownership request (Form TCEQ-10204) prior to submitting the application for an amendment. See Instructions page. 6. Please note that an amendment application may be returned, and the Applicant may resubmit once the change of ownership is complete.***

Please summarize the authorizations or amendments you are seeking in the space below or attach a narrative description entitled "Summary of Request."

I am seeking the dam on our family ranch to be properly permitted with the TCEQ regulations. The original date of dam installation is unknown. In August 2022, when the river was dry during extreme drought, I modified/ reinforced the existing dam for safety concerns by placing a formed concrete cap over the existing dam that widened the overall structure for walking purposes. We did not change the Dam's footprint or the size of the impoundment secured. As well, it has been observed, in severe drought times, when the Pedernales river is not running at normal GPM flows, water flow is continuous around the dam by maintaining flows beneath the dam between the natural bedrock and the concrete cap structure we installed. We did not excavate into the bedrock or disturb the river bed in any way, as a measure to ensure the existing flows would remain as they had been for decades.

Through meetings with TCEQ, it was noted if the impoundment would be considered for permitting, I would need to secure a water right to subsidize the impoundment for evaporation concerns during low rainfall seasons. 11.46 acre feet have been calculated as being required annually. I have included the secured water right located on the same property, as well as the water report verifying its quality.

We are not seeking to dewater or create an alternate source of state water of any kind.

2. APPLICANT INFORMATION (Instructions, Page. 6)

a. Applicant

Indicate the number of Applicants/Co-Applicants 1
(Include a copy of this section for each Co-Applicant, if any)

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

R.L Jones

(If the Applicant is an entity, 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/index.cfm?fuseaction=cust.CustSearch>

CN : _____ (leave blank if you do not yet have a CN).

What is the name and title of the person or persons signing the application? Unless an application is signed by an individual applicant, the person or persons must submit written evidence that they meet the signatory requirements in 30 TAC § 295.14.

First/Last Name: Joshua Jones

Title: President/ Owner

Have you provided written evidence meeting the signatory requirements in 30 TAC § 295.14, as an attachment to this application? Y/N Yes

What is the applicant's mailing address as recognized by the US Postal Service (USPS)? You may verify the address on the USPS website at

<https://tools.usps.com/go/ZipLookupAction!input.action>.

Name: RL Jones; Attention Josh Jones

Mailing Address: 18946 Redland Rd

City: San Antonio State: Texas ZIP Code: 78259

Indicate an X next to the type of Applicant:

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Sole Proprietorship-D.B.A. |
| <input checked="" type="checkbox"/> Partnership | <input type="checkbox"/> Corporation |
| <input type="checkbox"/> Trust | <input type="checkbox"/> Estate |
| <input type="checkbox"/> Federal Government | <input type="checkbox"/> State Government |
| <input type="checkbox"/> County Government | <input type="checkbox"/> City Government |
| <input type="checkbox"/> Other Government | <input type="checkbox"/> Other _____ |

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: 74-1564111 SOS Charter (filing) Number: _____

3. APPLICATION CONTACT INFORMATION (Instructions, Page. 9)

If the TCEQ needs additional information during the review of the application, who should be contacted? Applicant may submit their own contact information if Applicant wishes to be the point of contact.

First and Last Name: RL Jones

Title: Owner

Organization Name: R.L Jones

Mailing Address: 18946 Redland Rd

City: San Antonio State: Texas ZIP Code: 78259

Phone Number: (210) 884 -3146

Fax Number: 210-495-7535

E-mail Address: 

4. WATER RIGHT CONSOLIDATED CONTACT INFORMATION (Instructions, Page. 9)

This section applies only if there are multiple Owners of the same authorization. Unless otherwise requested, Co-Owners will each receive future correspondence from the Commission regarding this water right (after a permit has been issued), such as notices and water use reports. Multiple copies will be sent to the same address if Co-Owners share the same address. Complete this section if there will be multiple owners and all owners agree to let one owner receive correspondence from the Commission. Leave this section blank if you would like all future notices to be sent to the address of each of the applicants listed in section 2 above.

I/We authorize all future notices be received on my/our behalf at the following:

First and Last Name: _____

Title: _____

Organization Name: _____

Mailing Address: _____

City: _____ State: _____ ZIP Code: _____

Phone Number: _____

Fax Number: _____

E-mail Address: _____

5. MISCELLANEOUS INFORMATION (Instructions, Page. 9)

a. The application will not be processed unless all delinquent fees and/or penalties owed to the TCEQ or the Office of the Attorney General on behalf of the TCEQ are paid in accordance with the Delinquent Fee and Penalty Protocol by all applicants/co-applicants. If you need assistance determining whether you owe delinquent penalties or fees, please call the Water Rights Permitting Team at (512) 239-4600, prior to submitting your application.

1. Does Applicant or Co-Applicant owe any fees to the TCEQ? **Yes / No** _____

If **yes**, provide the following information:

Account number: _____ Amount past due: _____

2. Does Applicant or Co-Applicant owe any penalties to the TCEQ? **Yes / No** _____

If **yes**, please provide the following information:

Enforcement order number: _____ Amount past due: _____

b. If the Applicant is a taxable entity (corporation or limited partnership), the Applicant must be in good standing with the Comptroller or the right of the entity to transact business in the State may be forfeited. See Texas Tax Code, Subchapter F. Applicant's may check their status with the Comptroller at <https://mycpa.cpa.state.tx.us/coa/>

Is the Applicant or Co-Applicant in good standing with the Comptroller? **Yes / No** _____

c. The commission will not grant an application for a water right unless the applicant has submitted all Texas Water Development Board (TWDB) surveys of groundwater and surface water use - if required. See TWC §16.012(m) and 30 TAC § 297.41(a)(5). Applicants should check survey status on the TWDB website prior to filing:

https://www3.twdb.texas.gov/apps/reports/WU/SurveyStatus_PriorThreeYears

Applicant has submitted all required TWDB surveys of groundwater and surface water?
Yes / No _____

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Josh Jones

President/ Owner

(Typed or printed name)

(Title)

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 Title 30 Texas Administrative Code §295.14 to sign and submit this document and I have submitted written evidence of my signature authority.

Signature: _____

(Use blue ink)

Date: _____

11/2/23

Subscribed and Sworn to before me by the said

on this 2ND day of NOVEMBER, 20 23.

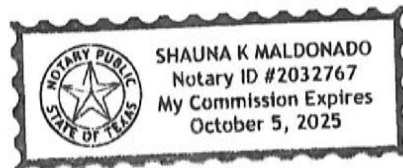
My commission expires on the 5TH day of OCTOBER, 20 25.

Notary Public

Shauna K. Maldonado

[SEAL]

Bexar
County, Texas



If the Application includes Co-Applicants, each Applicant and Co-Applicant must submit an original, separate signature page

TECHNICAL INFORMATION REPORT

TECHNICAL INFORMATION REPORT

WATER RIGHTS PERMITTING

This Report is required for applications for new or amended water rights. Based on the Applicant's responses below, Applicants are directed to submit additional Worksheets (provided herein). A completed Administrative Information Report is also required for each application.

Applicants are REQUIRED to schedule a pre-application meeting with TCEQ Permitting Staff to discuss Applicant's needs and to confirm information necessary for an application prior to submitting such application. Please contact the Water Availability Division at (512) 239-4600 or WRPT@tceq.texas.gov to schedule a meeting.

Date of pre-application meeting: 08/03/2023

1. New or Additional Appropriations of State Water. Texas Water Code (TWC) § 11.121 (Instructions, Page. 12)

State Water is: *The water of the ordinary flow, underflow, and tides of every flowing river, natural stream, and lake, and of every bay or arm of the Gulf of Mexico, and the storm water, floodwater, and rainwater of every river, natural stream, canyon, ravine, depression, and watershed in the state. TWC § 11.021.*

- a. Applicant requests a new appropriation (diversion or impoundment) of State Water? Y / N Yes
- b. Applicant requests an amendment to an existing water right requesting an increase in the appropriation of State Water or an increase of the overall or maximum combined diversion rate? Y / N No (If yes, indicate the Certificate or Permit number: _____)

If Applicant answered yes to (a) or (b) above, does Applicant also wish to be considered for a term permit pursuant to TWC § 11.1381? Y / N No

- c. Applicant requests to extend an existing Term authorization or to make the right permanent? Y / N No (If yes, indicate the Term Certificate or Permit number: _____)

If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point and/or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach requested in the application)
- **Worksheet 5.0 - Environmental Information Worksheet**
- **Worksheet 6.0 - Water Conservation Information Worksheet**
- **Worksheet 7.0 - Accounting Plan Information Worksheet**
- **Worksheet 8.0 - Calculation of Fees**
- **Fees calculated on Worksheet 8.0 - see instructions Page. 34.**
- **Maps - See instructions Page. 15.**
- **Photographs - See instructions Page. 30.**

Additionally, if Applicant wishes to submit an alternate source of water for the project/authorization, see Section 3, Page 3 for Bed and Banks Authorizations (Alternate sources may include groundwater, imported water, contract water or other sources).

Additional Documents and Worksheets may be required (see within).

2. Amendments to Water Rights. TWC § 11.122 (Instructions, Page. 12)

This section should be completed if Applicant owns an existing water right and Applicant requests to amend the water right. *If Applicant is not currently the Owner of Record in the TCEQ Records, Applicant must submit a Change of Ownership Application (TCEQ-10204) prior to submitting the amendment Application or provide consent from the current owner to make the requested amendment. If the application does not contain consent from the current owner to make the requested amendment, TCEQ will not begin processing the amendment application until the Change of Ownership has been completed and will consider the Received Date for the application to be the date the Change of Ownership is completed. See instructions page. 6.*

Water Right (Certificate or Permit) number you are requesting to amend: _____

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N _____ (if yes, complete chart below):

List of water rights to sever	Combine into this ONE water right

a. Applicant requests an amendment to an existing water right to increase the amount of the appropriation of State Water (diversion and/or impoundment)? Y / N _____

If yes, application is a new appropriation for the increased amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

b. Applicant requests to amend existing Term authorization to extend the term or make the water right permanent (remove conditions restricting water right to a term of years)? Y / N _____

If yes, application is a new appropriation for the entire amount, complete Section 1 of this Report (PAGE. 1) regarding New or Additional Appropriations of State Water.

c. Applicant requests an amendment to change the purpose or place of use or to add an additional purpose or place of use to an existing Permit or Certificate? Y / N _____
If yes, submit:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 1.2 - Notice: "Marshall Criteria"**

d. Applicant requests to change: diversion point(s); or reach(es); or diversion rate? Y / N _____
If yes, submit:

- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for each diversion point or one worksheet for the upstream limit and one worksheet for the downstream limit of each diversion reach)
- **Worksheet 5.0 - Environmental Information** (Required for any new diversion points that are not already authorized in a water right)

e. Applicant requests amendment to add or modify an impoundment, reservoir, or dam? Y / N _____

If yes, submit: Worksheet 2.0 - Impoundment/Dam Information Worksheet (submit one worksheet for each impoundment or reservoir)

- f. Other - Applicant requests to change any provision of an authorization not mentioned above? Y / N _____ *If yes, call the Water Availability Division at (512) 239-4600 to discuss.*

Additionally, all amendments require:

- **Worksheet 8.0 - Calculation of Fees; and Fees calculated - see instructions Page. 34**
- **Maps - See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

3. Bed and Banks. TWC § 11.042 (Instructions, Page 13)

- a. Pursuant to contract, Applicant requests authorization to convey, stored or conserved water to the place of use or diversion point of purchaser(s) using the bed and banks of a watercourse? TWC § 11.042(a). Y/N _____

If yes, submit a signed copy of the Water Supply Contract pursuant to 30 TAC §§ 295.101 and 297.101. Further, if the underlying Permit or Authorization upon which the Contract is based does not authorize Purchaser's requested Quantity, Purpose or Place of Use, or Purchaser's diversion point(s), then either:

1. *Purchaser must submit the worksheets required under Section 1 above with the Contract Water identified as an alternate source; or*
2. *Seller must amend its underlying water right under Section 2.*

- b. Applicant requests to convey water imported into the state from a source located wholly outside the state using the bed and banks of a watercourse? TWC § 11.042(a-1). Y / N _____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps and fees from the list below.

- c. Applicant requests to convey Applicant's own return flows derived from privately owned groundwater using the bed and banks of a watercourse? TWC § 11.042(b). Y / N _____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

- d. Applicant requests to convey Applicant's own return flows derived from surface water using the bed and banks of a watercourse? TWC § 11.042(c). Y / N _____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 6.0, 7.0, 8.0, Maps, and fees from the list below.

****Please note, if Applicant requests the reuse of return flows belonging to others, the Applicant will need to submit the worksheets and documents under Section 1 above, as the application will be treated as a new appropriation subject to termination upon direct or indirect reuse by the return flow discharger/owner.***

- e. Applicant requests to convey water from any other source, other than (a)-(d) above, using the bed and banks of a watercourse? TWC § 11.042(c). Y / N _____

If yes, submit worksheets 1.0, 2.0, 3.0, 4.0, 5.0, 7.0, 8.0, Maps, and fees from the list below.

Worksheets and information:

- **Worksheet 1.0 - Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir owned by the applicant through which water will be conveyed or diverted)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet for the downstream limit of each diversion reach for the proposed conveyances)

- **Worksheet 4.0 – Discharge Information Worksheet** (for each discharge point)
- **Worksheet 5.0 – Environmental Information Worksheet**
- **Worksheet 6.0 – Water Conservation Information Worksheet**
- **Worksheet 7.0 – Accounting Plan Information Worksheet**
- **Worksheet 8.0 – Calculation of Fees; and Fees calculated – see instructions Page. 34**
- **Maps – See instructions Page. 15.**
- **Additional Documents and Worksheets may be required (see within).**

4. **General Information, Response Required for all Water Right Applications (Instructions, Page 15)**

- a. Provide information describing how this application addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement (*not required for applications to use groundwater-based return flows*). Include citations or page numbers for the State and Regional Water Plans, if applicable. Provide the information in the space below or submit a supplemental sheet entitled “Addendum Regarding the State and Regional Water Plans”:

The state and regional water plans generally do not address every possible change in water rights. The application is consistent with the state and regional water plans because there is nothing within the plan that conflicts with the application.

- b. Did the Applicant perform its own Water Availability Analysis? Y / N NO

If the Applicant performed its own Water Availability Analysis, provide electronic copies of any modeling files and reports.

- c. Does the application include required Maps? (Instructions Page. 15) Y / N YES

WORKSHEET 1.0

Quantity, Purpose and Place of Use

1. New Authorizations (Instructions, Page. 16)

Submit the following information regarding quantity, purpose and place of use for requests for new or additional appropriations of State Water or Bed and Banks authorizations:

Quantity (acre- feet) <i>(Include losses for Bed and Banks)</i>	State Water Source (River Basin) or Alternate Source <i>*each alternate source (and new appropriation based on return flows of others) also requires completion of Worksheet 4.0</i>	Purpose(s) of Use	Place(s) of Use <i>*requests to move state water out of basin also require completion of Worksheet 1.1 Interbasin Transfer</i>
5.27	Hensel middle Trinity Aquifer	Livestock / Recreation	GILLESPIE COUNTY

5.27 _____ Total amount of water (in acre-feet) to be used annually (*include losses for Bed and Banks applications*)

If the Purpose of Use is Agricultural/Irrigation for any amount of water, provide:

a. Location Information Regarding the Lands to be Irrigated

- i) Applicant proposes to irrigate a total of NA acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
- ii) Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) or other acceptable instrument describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds.

If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

2. Amendments - Purpose or Place of Use (Instructions, Page. 12)

- a. Complete this section for each requested amendment changing, adding, or removing Purpose(s) or Place(s) of Use, complete the following:

Quantity (acre-feet)	Existing Purpose(s) of Use	Proposed Purpose(s) of Use*	Existing Place(s) of Use	Proposed Place(s) of Use**
5.27	Livestock / Recreation	Livestock / Recreation	Pedernales River	Pedernales River

*If the request is to add additional purpose(s) of use, include the existing and new purposes of use under "Proposed Purpose(s) of Use."

**If the request is to add additional place(s) of use, include the existing and new places of use under "Proposed Place(s) of Use."

Changes to the purpose of use in the Rio Grande Basin may require conversion. 30 TAC § 303.43.

- b. For any request which adds Agricultural purpose of use or changes the place of use for Agricultural rights, provide the following location information regarding the lands to be irrigated:
- i. Applicant proposes to irrigate a total of N/A acres in any one year. This acreage is all of or part of a larger tract(s) which is described in a supplement attached to this application and contains a total of _____ acres in _____ County, TX.
 - ii. Location of land to be irrigated: In the _____ Original Survey No. _____, Abstract No. _____.

A copy of the deed(s) describing the overall tract(s) with the recording information from the county records must be submitted. Applicant's name must match deeds. If the Applicant is not currently the sole owner of the lands to be irrigated, Applicant must submit documentation evidencing consent or other legal right for Applicant to use the land described.

Water Rights for Irrigation may be appurtenant to the land irrigated and convey with the land unless reserved in the conveyance. 30 TAC § 297.81.

- c. Submit Worksheet 1.1, Interbasin Transfers, for any request to change the place of use which moves State Water to another river basin.
- d. See Worksheet 1.2, Marshall Criteria, and submit if required.
- e. See Worksheet 6.0, Water Conservation/Drought Contingency, and submit if required.

WORKSHEET 1.1

INTERBASIN TRANSFERS, TWC § 11.085

Submit this worksheet for an application for a new or amended water right which requests to transfer State Water from its river basin of origin to use in a different river basin. A river basin is defined and designated by the Texas Water Development Board by rule pursuant to TWC § 16.051.

Applicant requests to transfer State Water to another river basin within the State? Y / N No

1. Interbasin Transfer Request (Instructions, Page. 20)

- a. Provide the Basin of Origin. _____
- b. Provide the quantity of water to be transferred (acre-feet). _____
- c. Provide the Basin(s) and count(y/ies) where use will occur in the space below:

2. Exemptions (Instructions, Page. 20), TWC § 11.085(v)

Certain interbasin transfers are exempt from further requirements. Answer the following:

- a. The proposed transfer, which in combination with any existing transfers, totals less than 3,000 acre-feet of water per annum from the same water right. Y/N No
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/N No
- c. The proposed transfer from the part of the geographic area of a county or municipality, or the part of the retail service area of a retail public utility as defined by Section 13.002, that is within the basin of origin for use in that part of the geographic area of the county or municipality, or that contiguous part of the retail service area of the utility, not within the basin of origin? Y/N No
- d. The proposed transfer is for water that is imported from a source located wholly outside the boundaries of Texas, except water that is imported from a source located in the United Mexican States? Y/N No

3. Interbasin Transfer Requirements (Instructions, Page. 20)

For each Interbasin Transfer request that is not exempt under any of the exemptions listed above Section 2, provide the following information in a supplemental attachment titled "Addendum to Worksheet 1.1, Interbasin Transfer":

- a. the contract price of the water to be transferred (if applicable) (also include a copy of the contract or adopted rate for contract water);
- b. a statement of each general category of proposed use of the water to be transferred and a detailed description of the proposed uses and users under each category;
- c. the cost of diverting, conveying, distributing, and supplying the water to, and treating the water for, the proposed users (example - expert plans and/or reports documents may be provided to show the cost);

- d. describe the need for the water in the basin of origin and in the proposed receiving basin based on the period for which the water supply is requested, but not to exceed 50 years (the need can be identified in the most recently approved regional water plans. The state and regional water plans are available for download at this website: (<http://www.twdb.texas.gov/waterplanning/swp/index.asp>);
- e. address the factors identified in the applicable most recently approved regional water plans which address the following:
 - (i) the availability of feasible and practicable alternative supplies in the receiving basin to the water proposed for transfer;
 - (ii) the amount and purposes of use in the receiving basin for which water is needed;
 - (iii) proposed methods and efforts by the receiving basin to avoid waste and implement water conservation and drought contingency measures;
 - (iv) proposed methods and efforts by the receiving basin to put the water proposed for transfer to beneficial use;
 - (v) the projected economic impact that is reasonably expected to occur in each basin as a result of the transfer; and
 - (vi) the projected impacts of the proposed transfer that are reasonably expected to occur on existing water rights, instream uses, water quality, aquatic and riparian habitat, and bays and estuaries that must be assessed under Sections 11.147, 11.150, and 11.152 in each basin (*if applicable*). If the water sought to be transferred is currently authorized to be used under an existing permit, certified filing, or certificate of adjudication, such impacts shall only be considered in relation to that portion of the permit, certified filing, or certificate of adjudication proposed for transfer and shall be based on historical uses of the permit, certified filing, or certificate of adjudication for which amendment is sought;
- f. proposed mitigation or compensation, if any, to the basin of origin by the applicant; and
- g. the continued need to use the water for the purposes authorized under the existing Permit, Certified Filing, or Certificate of Adjudication, if an amendment to an existing water right is sought.

WORKSHEET 1.2 NOTICE. “THE MARSHALL CRITERIA”

This worksheet assists the Commission in determining notice required for certain **amendments** that do not already have a specific notice requirement in a rule for that type of amendment, and *that do not change the amount of water to be taken or the diversion rate*. The worksheet provides information that Applicant **is required** to submit for amendments such as certain amendments to special conditions or changes to off-channel storage. These criteria address whether the proposed amendment will impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

*This worksheet is **not required for Applications in the Rio Grande Basin** requesting changes in the purpose of use, rate of diversion, point of diversion, and place of use for water rights held in and transferred within and between the mainstems of the Lower Rio Grande, Middle Rio Grande, and Amistad Reservoir. See 30 TAC § 303.42.*

*This worksheet is **not required for amendments which are only changing or adding diversion points, or request only a bed and banks authorization or an IBT authorization**. However, Applicants may wish to submit the Marshall Criteria to ensure that the administrative record includes information supporting each of these criteria*

1. The “Marshall Criteria” (Instructions, Page. 21)

Submit responses on a supplemental attachment titled “Marshall Criteria” in a manner that conforms to the paragraphs (a) – (g) below:

- a. Administrative Requirements and Fees. Confirm whether application meets the administrative requirements for an amendment to a water use permit pursuant to TWC Chapter 11 and Title 30 Texas Administrative Code (TAC) Chapters 281, 295, and 297. An amendment application should include, but is not limited to, a sworn application, maps, completed conservation plan, fees, etc.
- b. Beneficial Use. Discuss how proposed amendment is a beneficial use of the water as defined in TWC § 11.002 and listed in TWC § 11.023. Identify the specific proposed use of the water (e.g., road construction, hydrostatic testing, etc.) for which the amendment is requested.
- c. Public Welfare. Explain how proposed amendment is not detrimental to the public welfare. Consider any public welfare matters that might be relevant to a decision on the application. Examples could include concerns related to the well-being of humans and the environment.
- d. Groundwater Effects. Discuss effects of proposed amendment on groundwater or groundwater recharge.

- e. State Water Plan. Describe how proposed amendment addresses a water supply need in a manner that is consistent with the state water plan or the applicable approved regional water plan for any area in which the proposed appropriation is located or, in the alternative, describe conditions that warrant a waiver of this requirement. The state and regional water plans are available for download at:
<http://www.twdb.texas.gov/waterplanning/swp/index.asp>.
- f. Waste Avoidance. Provide evidence that reasonable diligence will be used to avoid waste and achieve water conservation as defined in TWC § 11.002. Examples of evidence could include, but are not limited to, a water conservation plan or, if required, a drought contingency plan, meeting the requirements of 30 TAC Chapter 288.
- g. Impacts on Water Rights or On-stream Environment. Explain how the proposed amendment will not impact other water right holders or the on-stream environment beyond and irrespective of the fact that the water right can be used to its full authorized amount.

WORKSHEET 2.0

Impoundment/Dam Information

This worksheet is **required** for any impoundment, reservoir and/or dam. Submit an additional Worksheet 2.0 for each impoundment or reservoir requested in this application.

If there is more than one structure, the numbering/naming of structures should be consistent throughout the application and on any supplemental documents (e.g., maps).

1. Storage Information (Instructions, Page. 21)

- a. Official USGS name of reservoir, if applicable: Pedernales River
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: 5.27.
- c. The impoundment is on-channel x or off-channel (mark one)
- i. Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? Y / N
 - ii. If on-channel, will the structure have the ability to pass all State Water inflows that Applicant does not have authorization to impound? Y / N
- d. Is the impoundment structure already constructed? Y / N Yes
- i. For already constructed **on-channel** structures:
 - 1. Date of Construction: original is unknown - additional modification on 8/22
 - 2. Was it constructed to be an exempt structure under TWC § 11.142? Y / N
 - a. If Yes, is Applicant requesting to proceed under TWC § 11.143? Y / N
 - b. If No, has the structure been issued a notice of violation by TCEQ? Y / N Yes
 - 3. Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? Y / N no
 - a. If yes, provide the Site No. and watershed project name ;
 - b. Authorization to close "ports" in the service spillway requested? Y / N no
 - ii. For **any** proposed new structures or modifications to structures:
 - 1. Applicant **must** contact TCEQ Dam Safety Section at (512) 239-0326, *prior to submitting an Application*. Applicant has contacted the TCEQ Dam Safety Section regarding the submission requirements of 30 TAC, Ch. 299? Y / N yes
Provide the date and the name of the Staff Person Julian Romo 7/17/2023
 - 2. As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
 - a. No additional dam safety documents required with the Application. Y / N yes
 - b. Plans (with engineer's seal) for the structure required. Y / N no
 - c. Engineer's signed and sealed hazard classification required. Y / N no
 - d. Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. Y / N no

3. Applicants **shall** give notice by certified mail to each member of the governing body of each county and municipality in which the reservoir, or any part of the reservoir to be constructed, will be located. (30 TAC § 295.42). Applicant must submit a copy of all the notices and certified mailing cards with this Application. Notices and cards are included? Y / N_____
- iii. Additional information required for **on-channel** storage:
1. Surface area (in acres) of on-channel reservoir at normal maximum operating level: 2.11 Acre feet _____.
 2. Based on the Application information provided, Staff will calculate the drainage area above the on-channel dam or reservoir. If Applicant wishes to also calculate the drainage area they may do so at their option. Applicant has calculated the drainage area. Y/N_____ If yes, the drainage area is _____ sq. miles. (If assistance is needed, call the Surface Water Availability Team prior to submitting the application, (512) 239-4600).

2. Structure Location (Instructions, Page. 23)

- a. On Watercourse (if on-channel) (USGS name): Colorado river basin, Perdenales River
- b. Zip Code: 78264
- c. In the Hermans University _____ Original Survey No. 161 _____, Abstract No. 275 _____, Gillespie _____ County, Texas.

*** A copy of the deed(s) with the recording information from the county records must be submitted describing the tract(s) that include the structure and all lands to be inundated.**

****If the Applicant is not currently the sole owner of the land on which the structure is or will be built and sole owner of all lands to be inundated, Applicant must submit documentation evidencing consent or other documentation supporting Applicant's right to use the land described.**

- d. A point on the centerline of the dam (on-channel) or anywhere within the impoundment (off-channel) is:

Latitude 30 14' 26" _____ °N, Longitude 99 07' 17" _____ °W.

***Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places**

- i. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): Mapping Program _____
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. Y / N yes

WORKSHEET 3.0 DIVERSION POINT (OR DIVERSION REACH) INFORMATION

This worksheet is **required** for each diversion point or diversion reach. Submit one Worksheet 3.0 for **each** diversion point and two Worksheets for **each** diversion reach (one for the upstream limit and one for the downstream limit of each diversion reach).

The numbering of any points or reach limits should be consistent throughout the application and on supplemental documents (e.g., maps).

1. Diversion Information (Instructions, Page. 24)

a. This Worksheet is to add new (select 1 of 3 below):

1. NA Diversion Point No.
2. Upstream Limit of Diversion Reach No.
3. Downstream Limit of Diversion Reach No.

b. Maximum Rate of Diversion for **this new point** NA cfs (cubic feet per second)
or gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N no
*If yes, submit Maximum **Combined** Rate of Diversion for all points/reaches* cfs or gpm

d. For amendments, is Applicant seeking to increase combined diversion rate? Y / N NO

*** An increase in diversion rate is considered a new appropriation and would require completion of Section 1, New or Additional Appropriation of State Water.*

e. Check (√) the appropriate box to indicate diversion location and indicate whether the diversion location is existing or proposed):

Check one		Write: Existing or Proposed
<input type="checkbox"/>	Directly from stream	Existing
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	
<input type="checkbox"/>	Other method (explain fully, use additional sheets if necessary)	

f. Based on the Application information provided, Staff will calculate the drainage area above the diversion point (or reach limit). If Applicant wishes to also calculate the drainage area, you may do so at their option.

Applicant has calculated the drainage area. Y / N No

If yes, the drainage area is sq. miles.
(If assistance is needed, call the Surface Water Availability Team at (512) 239-4600, prior to submitting application)

2. Diversion Location (Instructions, Page 25)

- a. On watercourse (USGS name): _____
- b. Zip Code: _____
- c. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.

A copy of the deed(s) with the recording information from the county records must be submitted describing tract(s) that include the diversion structure.

For diversion reaches, the Commission cannot grant an Applicant access to property that the Applicant does not own or have consent or a legal right to access, the Applicant will be required to provide deeds, or consent, or other documents supporting a legal right to use the specific points when specific diversion points within the reach are utilized. Other documents may include, but are not limited to a recorded easement, a land lease, a contract, or a citation to the Applicant's right to exercise eminent domain to acquire access.

- d. Point is at:
Latitude _____°N, Longitude _____°W.
Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places
- e. Indicate the method used to calculate the location (examples: Handheld GPS Device, GIS, Mapping Program): _____
- f. Map submitted must clearly identify each diversion point and/or reach. See instructions Page. 15.
- g. If the Plan of Diversion is complicated and not readily discernable from looking at the map, attach additional sheets that fully explain the plan of diversion.

WORKSHEET 4.0 DISCHARGE INFORMATION

This worksheet required for any requested authorization to discharge water into a State Watercourse for conveyance and later withdrawal or in-place use. Worksheet 4.1 is also required for each Discharge point location requested. **Instructions Page. 26. Applicant is responsible for obtaining any separate water quality authorizations which may be required and for insuring compliance with TWC, Chapter 26 or any other applicable law.**

- a. The purpose of use for the water being discharged will be DISCHARGE UP TO 42 AF.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses 11.47 (% or amount) and explain the method of calculation: SEE ATTACHED PER MR. TRENT GAY TCEQ
- c. Is the source of the discharged water return flows? **Y / N** NO If yes, provide the following information:
1. The TPDES Permit Number(s). _____ (attach a copy of the **current** TPDES permit(s))
 2. Applicant is the owner/holder of each TPDES permit listed above? **Y / N** _____

PLEASE NOTE: If Applicant is not the discharger of the return flows, or the Applicant is not the water right owner of the underlying surface water right, or the Applicant does not have a contract with the discharger, the application should be submitted under Section 1, New or Additional Appropriation of State Water, as a request for a new appropriation of state water. If Applicant is the discharger, the surface water right holder, or the contract holder, then the application should be submitted under Section 3, Bed and Banks.

3. Monthly WWTP discharge data for the past 5 years in electronic format. (Attach and label as "Supplement to Worksheet 4.0").
 4. The percentage of return flows from groundwater _____, surface water _____?
 5. If any percentage is surface water, provide the base water right number(s) _____.
- d. Is the source of the water being discharged groundwater? **Y / N** YES If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped: HENSEL MIDDLE TRINITY
 2. If the well has not been constructed, provide production information for wells in the same aquifer in the area of the application. See <http://www.twdb.texas.gov/groundwater/data/gwdbbrpt.asp>. Additionally, provide well numbers or identifiers PI-000069.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.

DISCHARGE DIRECTLY INTO VIA PVC PIPING
 4. A copy of the groundwater well permit if it is located in a Groundwater Conservation District (GCD) or evidence that a groundwater well permit is not required.
- di. Is the source of the water being discharged a surface water supply contract? **Y / N** NO
If yes, provide the signed contract(s).
- dii. Identify any other source of the water _____

WORKSHEET 4.1 DISCHARGE POINT INFORMATION

This worksheet is required for **each** discharge point. Submit one Worksheet 4.1 for each discharge point. If there is more than one discharge point, the numbering of the points should be consistent throughout the application and on any supplemental documents (e.g., maps).
Instructions, Page 27.

For water discharged at this location provide:

- a. The amount of water that will be discharged at this point is 42 acre-feet per year. The discharged amount should include the amount needed for use and to compensate for any losses.
- b. Water will be discharged at this point at a maximum rate of _____ cfs or 50 gpm.
- c. Name of Watercourse as shown on Official USGS maps: PEDERNALES RIVER
- d. Zip Code 78264
- e. Location of point: In the HERMAN UNIV. Original Survey No. 161, Abstract No. 275 & 449, GILLESPIE County, Texas.
- f. Point is at:
Latitude 30 14' 26 °N, Longitude 99 07' 17" °W.
**Provide Latitude and Longitude coordinates in decimal degrees to at least six decimal places*
- g. Indicate the method used to calculate the discharge point location (examples: Handheld GPS Device, GIS, Mapping Program): MAPPING SOFTWARE

Map submitted must clearly identify each discharge point. See instructions Page. 15.

WORKSHEET 5.0

ENVIRONMENTAL INFORMATION

1. Impingement and Entrainment

This section is required for any new diversion point that is not already authorized. Indicate the measures the applicant will take to avoid impingement and entrainment of aquatic organisms (ex. Screens on any new diversion structure that is not already authorized in a water right). **Instructions, Page 28.**

N/A

2. New Appropriations of Water (Canadian, Red, Sulphur, and Cypress Creek Basins only) and Changes in Diversion Point(s)

This section is required for new appropriations of water in the Canadian, Red, Sulphur, and Cypress Creek Basins and in all basins for requests to change a diversion point. **Instructions, Page 30.**

Description of the Water Body at each Diversion Point or Dam Location. (Provide an Environmental Information Sheet for each location),

a. Identify the appropriate description of the water body.

Stream

Reservoir

Average depth of the entire water body, in feet: 3'

Other, specify: _____

b. Flow characteristics

If a stream, was checked above, provide the following. For new diversion locations, check one of the following that best characterize the area downstream of the diversion (check one).

Intermittent - dry for at least one week during most years

Intermittent with Perennial Pools - enduring pools

Perennial - normally flowing

Check the method used to characterize the area downstream of the new diversion location.

USGS flow records

Historical observation by adjacent landowners

Personal observation

Other, specify: _____

c. Waterbody aesthetics

Check one of the following that best describes the aesthetics of the stream segments affected by the application and the area surrounding those stream segments.

- Wilderness: outstanding natural beauty; usually wooded or unpastured area; water clarity exceptional
- Natural Area: trees and/or native vegetation common; some development evident (from fields, pastures, dwellings); water clarity discolored
- Common Setting: not offensive; developed but uncluttered; water may be colored or turbid
- Offensive: stream does not enhance aesthetics; cluttered; highly developed; dumping areas; water discolored

d. Waterbody Recreational Uses

Are there any known recreational uses of the stream segments affected by the application?

- Primary contact recreation (swimming or direct contact with water)
- Secondary contact recreation (fishing, canoeing, or limited contact with water)
- Non-contact recreation

e. Submit the following information in a Supplemental Attachment, labeled Addendum to Worksheet 5.0:

1. Photographs of the stream at the diversion point or dam location. Photographs should be in color and show the proposed point or reservoir and upstream and downstream views of the stream, including riparian vegetation along the banks. Include a description of each photograph and reference the photograph to the maps submitted with the application indicating the location of the photograph and the direction of the shot.
2. If the application includes a proposed reservoir, also include:
 - i. A brief description of the area that will be inundated by the reservoir.
 - ii. If a United States Army Corps of Engineers (USACE) 404 permit is required, provide the project number and USACE project manager.
 - iii. A description of how any impacts to wetland habitat, if any, will be mitigated if the reservoir is greater than 5,000 acre-feet.

3. Alternate Sources of Water and/or Bed and Banks Applications

This section is required for applications using an alternate source of water and bed and banks applications in any basins. **Instructions, page 31.**

a. For all bed and banks applications:

- i. Submit an assessment of the adequacy of the quantity and quality of flows remaining after the proposed diversion to meet instream uses and bay and estuary freshwater inflow requirements.

b. For all alternate source applications:

- i. If the alternate source is treated return flows, provide the TPDES permit number _____
- ii. If groundwater is the alternate source, or groundwater or other surface water will be discharged into a watercourse provide:
Reasonably current water chemistry information including but not limited to the following parameters in the table below. Additional parameters may be requested if there is a specific water quality concern associated with the aquifer from which water is withdrawn. If data for onsite wells are unavailable; historical data collected from similar sized wells drawing water from the same aquifer may be provided. However, onsite data may still be required when it becomes available. Provide the well number or well identifier. Complete the information below for each well and provide the Well Number or identifier.

Parameter	Average Conc.	Max Conc.	No. of Samples	Sample Type	Sample Date/Time
Sulfate, mg/L	see attached				
Chloride, mg/L					
Total Dissolved Solids, mg/L					
pH, standard units					
Temperature*, degrees Celsius	68 F	DEPTH- 300'			

* Temperature must be measured onsite at the time the groundwater sample is collected.

- iii. If groundwater will be used, provide the depth of the well PI-000069 and the name of the aquifer from which water is withdrawn HENSEL MIDDLE TRINITY AQUIFER.

WORKSHEET 6.0

Water Conservation/Drought Contingency Plans

This form is intended to assist applicants in determining whether a Water Conservation Plan and/or Drought Contingency Plans is required and to specify the requirements for plans.
Instructions, Page 31.

The TCEQ has developed guidance and model plans to help applicants prepare plans. Applicants may use the model plan with pertinent information filled in. For assistance submitting a plan call the Resource Protection Team (Water Conservation staff) at 512-239-4600, or e-mail wras@tceq.texas.gov. The model plans can also be downloaded from the TCEQ webpage. Please use the most up-to-date plan documents available on the webpage.

1. Water Conservation Plans

a. The following applications must include a completed Water Conservation Plan (30 TAC § 295.9) for each use specified in 30 TAC, Chapter 288 (municipal, industrial or mining, agriculture - including irrigation, wholesale):

1. Request for a new appropriation or use of State Water.
2. Request to amend water right to increase appropriation of State Water.
3. Request to amend water right to extend a term.
4. Request to amend water right to change a place of use.
**does not apply to a request to expand irrigation acreage to adjacent tracts.*
5. Request to amend water right to change the purpose of use.
**applicant need only address new uses.*
6. Request for bed and banks under TWC § 11.042(c), when the source water is State Water.
**including return flows, contract water, or other State Water.*

b. If Applicant is requesting any authorization in section (1)(a) above, indicate each use for which Applicant is submitting a Water Conservation Plan as an attachment:

1. ___Municipal Use. See 30 TAC § 288.2. **
2. ___Industrial or Mining Use. See 30 TAC § 288.3.
3. ___Agricultural Use, including irrigation. See 30 TAC § 288.4.
4. ___Wholesale Water Suppliers. See 30 TAC § 288.5. **

****If Applicant is a water supplier, Applicant must also submit documentation of adoption of the plan. Documentation may include an ordinance, resolution, or tariff, etc. See 30 TAC §§ 288.2(a)(1)(J)(i) and 288.5(1)(H). Applicant has submitted such documentation with each water conservation plan? Y / N___**

c. Water conservation plans submitted with an application must also include data and information which: supports applicant's proposed use with consideration of the plan's water conservation goals; evaluates conservation as an alternative to the proposed

appropriation; and evaluates any other feasible alternative to new water development.
See 30 TAC § 288.7.

Applicant has included this information in each applicable plan? Y / N____

2. Drought Contingency Plans

- a. A drought contingency plan is also required for the following entities if Applicant is requesting any of the authorizations in section (1) (a) above - indicate each that applies:
1. ____Municipal Uses by public water suppliers. See 30 TAC § 288.20.
 2. ____Irrigation Use/ Irrigation water suppliers. See 30 TAC § 288.21.
 3. ____Wholesale Water Suppliers. See 30 TAC § 288.22.
- b. If Applicant must submit a plan under section 2(a) above, Applicant has also submitted documentation of adoption of drought contingency plan (*ordinance, resolution, or tariff, etc. See 30 TAC § 288.30*) Y / N____

WORKSHEET 7.0

ACCOUNTING PLAN INFORMATION WORKSHEET

The following information provides guidance on when an Accounting Plan may be required for certain applications and if so, what information should be provided. An accounting plan can either be very simple such as keeping records of gage flows, discharges, and diversions; or, more complex depending on the requests in the application. Contact the Surface Water Availability Team at 512-239-4600 for information about accounting plan requirements, if any, for your application. **Instructions, Page 34.**

1. Is Accounting Plan Required

Accounting Plans are generally required:

- For applications that request authorization to divert large amounts of water from a single point where multiple diversion rates, priority dates, and water rights can also divert from that point;
- For applications for new major water supply reservoirs;
- For applications that amend a water right where an accounting plan is already required, if the amendment would require changes to the accounting plan;
- For applications with complex environmental flow requirements;
- For applications with an alternate source of water where the water is conveyed and diverted; and
- For reuse applications.

2. Accounting Plan Requirements

- a. A **text file** that includes:
 1. an introduction explaining the water rights and what they authorize;
 2. an explanation of the fields in the accounting plan spreadsheet including how they are calculated and the source of the data;
 3. for accounting plans that include multiple priority dates and authorizations, a section that discusses how water is accounted for by priority date and which water is subject to a priority call by whom; and
 4. Should provide a summary of all sources of water.

- b. A **spreadsheet** that includes:
 1. Basic daily data such as diversions, deliveries, compliance with any instream flow requirements, return flows discharged and diverted and reservoir content;
 2. Method for accounting for inflows if needed;
 3. Reporting of all water use from all authorizations, both existing and proposed;
 4. An accounting for all sources of water;
 5. An accounting of water by priority date;
 6. For bed and banks applications, the accounting plan must track the discharged water from the point of delivery to the final point of diversion;
 7. Accounting for conveyance losses;
 8. Evaporation losses if the water will be stored in or transported through a reservoir. Include changes in evaporation losses and a method for measuring reservoir content resulting from the discharge of additional water into the reservoir;
 9. An accounting for spills of other water added to the reservoir; and
 10. Calculation of the amount of drawdown resulting from diversion by junior rights or diversions of other water discharged into and then stored in the reservoir.

WORKSHEET 8.0 CALCULATION OF FEES

This worksheet is for calculating required application fees. Applications are not Administratively Complete until all required fees are received. **Instructions, Page. 34**

1. NEW APPROPRIATION

	Description	Amount (\$)
Filing Fee	Circle fee correlating to the total amount of water* requested for any new appropriation and/or impoundment. Amount should match total on Worksheet 1, Section 1. Enter corresponding fee under Amount (\$) .	\$100
	<u>In Acre-Feet</u>	
	a. Less than 100	\$100.00
	b. 100 - 5,000	\$250.00
	c. 5,001 - 10,000	\$500.00
	d. 10,001 - 250,000	\$1,000.00
	e. More than 250,000	\$2,000.00
Recording Fee		\$25.00
Agriculture Use Fee	<i>Only for those with an Irrigation Use.</i> Multiply 50¢ x ____ Number of acres that will be irrigated with State Water. **	
Use Fee	<i>Required for all Use Types, excluding Irrigation Use.</i> Multiply \$1.00 x ____ Maximum annual diversion of State Water in acre-feet. **	
Recreational Storage Fee	<i>Only for those with Recreational Storage.</i> Multiply \$1.00 x ^{5.27} ____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	5.27
Storage Fee	<i>Only for those with Storage, excluding Recreational Storage.</i> Multiply 50¢ x ____ acre-feet of State Water to be stored at normal max operating level.	
Mailed Notice	Cost of mailed notice to all water rights in the basin. Contact Staff to determine the amount (512) 239-4600.	
TOTAL		\$ 130.27

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100	
	OR Sever and Combine: \$100 x ____ of water rights to combine	
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$ 12.50

3. BED AND BANKS

	Description	Amount (\$)
Filing Fee		\$100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	
TOTAL INCLUDED		\$ 255.27

WATER ANALYSIS REPORT



CITY OF KERRVILLE LABORATORY

1000 THOMPSON DRIVE * KERRVILLE, TEXAS 78028

TEL: (830) 257-4230 * FAX : (830) 257-4686

Email: [REDACTED]

WATER ANALYSIS REPORT

Customer Information:

Report ID: WP 10-02-23 JJ

Name: Josh Jones
Address: 18946 Redland Rd.
San Antonio, TX 78259

Contact: [REDACTED]
210-496-6223

Sample Information: 1365 Pump Station Rd. Fred, TX

Sample ID	Date Received	Time Recd	Sampler Name	Collection Date	Collection Time	Sample Location
M10-23-01	10-02-23	1300	DG	10-02-23	1130	1365 Pump Station Rd. Fred, TX
B1023-05	10-02-23	1300	DG	10-02-23	1130	1365 Pump Station Rd. Fred, TX

Test Results:

Analysis	Method	Result	Unit of Measure	Date Run	Analyst	Comments
Alkalinity	SM 2320 B-2011	276	mg/L	10-03-23	EF	
Chloride	SM 4500-Cl ⁻ B-1997	55	mg/L	10-05-23	DB	
Conductivity	SM 2510 B-1997	779	µS/cm	10-02-23	EF	
Hardness, Total	SM 2340 C-1997	353	mg/L	10-02-23	EF	21 grains per gallon
Iron	HACH Method 8008	0.02	mg/L	10-02-23	EF	
Nitrate	SM4500-NO ³⁻ D-2000	0.58	mg/L	10-03-23	DB	
Sulfate	EPA 375.4	31.5	mg/L	10-02-23	EF	
Total Dissolved Solids	SM 2540 C-1997	420	mg/L	10-05-23	DB	
pH (at 27.1 °C)	SM 4500-H ⁺ -2000	7.52	S.U.	10-02-23	EF	
Total Coliform	SM 9223 B-2004	A	A/P	10-02-23	EF	
E. coli	SM 9223 B-2004	A	A/P	10-02-23	EF	

A/P = Absence/Presence

nd = not determined

Comments:

Water sample is typical hill country groundwater. Water was considered "very hard". I included grains per gallon for water softener setting purposes.

Further information on well water quality and drinking water standards can be found on the TCEQ and EPA websites:

<http://www.tceq.state.tx.us/> and <http://water.epa.gov/drink/index.cfm>.

QA or Lab Manager: Daniel Byatt

Date: 10-05-23

City of Kerrville Laboratory
 1000 Thompson Drive
 Kerrville, TX 78028
 830-257-4230

Chain of Custody



Project/System Name: **Report to:** JOSH JONES

Project/System Number: 19946 Midland Rd

Sampled by: SA J. DE ROSA

Sampler Phone #: Phone: 780-496-6723

Comments: Email (optional): [Redacted]

Invoice to: Phone: Email (optional):

Sample Location	Collection DATE	Collect. TIME	Matrix*	Sample G=Grab C=Comp.	Container G=Glass P=Plastic	Sample Volume	Preservation	Analysis Requested	Temp. °C initial/corr.	Lab Sample ID #
BLES Pump Station Rd Fruel, TX	10-2-23	11:30 AM	G	G	P	1L		Std. Water Pkg	21.4/21.6	MW23-01
									/	
									/	
									/	
									/	
									/	
									/	

* Matrix: WW = Wastewater GW = Groundwater SW = Surface Water

Relinquished by (print & sign): *[Signature]* Date/Time: 10-2-23 6:30 AM

Relinquished by (print & sign): *[Signature]* Date/Time: 10-7-23 6:13 AM

Relinquished by (print & sign): *[Signature]* Date/Time: [Blank]

Effective date: 8/30/2019

IMPOUNDMENT ANNUAL EVAPORATION CALCULATIONS PER TCEQ

Josh Jones

From: Trent Gay <Trent.Gay@tceq.texas.gov>
Sent: Monday, August 14, 2023 2:40 PM
To: Josh Jones; Natalia Ponebshek
Cc: Lauren Simmons; Humberto Galvan; Chris Kozlowski
Subject: Re: Water Rights Viewer Information
Attachments: Jones_Evap.pdf

Mr. Jones,

Thank you for speaking with me today and clarifying that your impoundment is 2.16 acres.

Staff acquired evaporation data from the Colorado WAM (see attached table) and identified the maximum monthly and annual evaporation rates as 1.049 feet in August 1952 and 5.309 feet in 1953, respectively.

Staff then multiplied these values times the surface area of the proposed impoundment (2.16 acres) to calculate the maximum monthly and annual evaporation (in acre-feet) from the impoundment (see table below).

Max	Date	Evaporation Rate (feet)	Reservoir Area (acres)	Evaporation (acre-feet)
Month	Aug 1952	1.049	2.16	2.266
Annual	1953	5.309	2.16	11.467

Staff notes that the alternate source(s) should be able to compensate for all annual losses (including evaporation) and consumptive uses. Furthermore, the alternate source(s) pump capacity should be able to cover max monthly losses.

Thank you,

Trent Gay
Surface Water Availability Team Leader
Texas Commission on Environmental Quality
Water Availability Division
12100 Park 35 Circle, Bldg F, 3rd Floor MC 160
Austin, TX 78753
trent.gay@tceq.texas.gov
512.239.1825

From: Josh Jones [REDACTED]
Sent: Monday, August 7, 2023 09:37
To: Trent Gay <Trent.Gay@tceq.texas.gov>; Natalia Ponebshek <Natalia.Ponebshek@tceq.texas.gov>
Cc: Lauren Simmons <Lauren.Simmons@tceq.texas.gov>; Humberto Galvan <Humberto.Galvan@tceq.texas.gov>; Chris

R.L. Jones LP - Evaporation Calculations

Evaporation Data from the Colorado River Basin WAM - Evaporation Quadrangle 708. Values given in feet.

Year	January	February	March	April	May	June	July	August	September	October	November	December	Annual
1940	0.126	0.049	0.336	0.168	0.273	0.134	0.861	0.58	0.767	0.321	0.06	0.013	3.688
1941	0.095	0.013	0.002	0.03	0.219	0.327	0.483	0.552	0.21	0.001	0.256	0.176	2.364
1942	0.193	0.203	0.347	-0.015	0.355	0.47	0.591	0.36	0.261	0.055	0.265	0.087	3.172
1943	0.184	0.316	0.268	0.442	0.324	0.367	0.579	1.001	0.164	0.419	0.25	-0.001	4.313
1944	-0.098	-0.02	0.188	0.375	-0.069	0.543	0.811	0.66	0.514	0.457	0.145	0.149	3.655
1945	0.046	0.069	0.119	0.216	0.532	0.5	0.624	0.791	0.669	0.461	0.405	0.251	4.683
1946	0.056	0.15	0.306	0.102	0.108	0.411	0.918	0.944	0.211	0.221	0.293	0.164	3.884
1947	-0.171	0.239	0.178	0.268	0.327	0.604	0.96	0.799	0.75	0.594	0.337	0.117	5.002
1948	0.155	0.08	0.291	0.327	0.351	0.543	0.571	0.784	0.53	0.515	0.392	0.238	4.777
1949	-0.064	-0.124	0.223	-0.033	0.159	0.381	0.648	0.532	0.44	0.209	0.4	0.161	2.932
1950	0.164	0.075	0.379	0.109	0.108	0.456	0.62	0.831	0.371	0.594	0.528	0.342	4.577
1951	0.27	0.113	0.286	0.371	0.211	0.407	0.837	0.842	0.664	0.555	0.384	0.331	5.271
1952	0.215	0.283	0.244	0.14	0.147	0.576	0.686	1.049	0.276	0.667	0.231	0.028	4.542
1953	0.296	0.233	0.19	0.355	0.374	0.968	0.789	0.687	0.49	0.273	0.376	0.278	5.309
1954	0.138	0.292	0.381	0.208	0.252	0.459	0.703	0.714	0.486	0.24	0.287	0.267	4.427
1955	0.092	0.119	0.305	0.507	0.108	0.305	0.314	0.296	0.135	0.373	0.213	0.18	2.947
1956	0.124	0.127	0.321	0.286	0.305	0.616	0.731	0.635	0.455	0.321	0.25	0.166	4.337
1957	0.125	0.045	0.217	-0.041	-0.188	0.374	0.704	0.619	0.194	-0.333	-0.12	0.182	1.778
1958	-0.074	-0.096	0.056	0.22	0.215	0.349	0.789	0.496	-0.114	-0.042	0.181	0.147	2.127
1959	0.129	-0.002	0.299	0.056	0.133	0.029	0.268	0.342	0.409	-0.144	0.126	-0.016	1.629
1960	0.033	0.064	0.095	0.267	0.307	0.543	0.115	0.031	0.398	-0.029	0.109	-0.134	1.799
1961	-0.017	-0.004	0.249	0.392	0.333	-0.161	0.171	0.436	0.274	0.138	0.104	0.129	2.044
1962	0.154	0.214	0.286	0.113	0.373	0.23	0.593	0.663	0.258	0.18	0.178	0.092	3.334
1963	0.187	0.131	0.343	0.349	0.052	0.378	0.713	0.466	0.285	0.368	0.043	0.122	3.437
1964	0.143	0.1	0.309	0.357	0.433	0.724	0.82	0.504	-0.151	0.321	0.175	0.2	3.935
1965	0.113	-0.086	0.294	0.338	-0.117	0.479	0.772	0.659	0.395	0.27	0.193	0.053	3.363
1966	0.075	0.097	0.363	0.155	0.229	0.57	0.739	0.108	0.026	0.401	0.377	0.26	3.4
1967	0.231	0.212	0.416	0.39	0.335	0.726	0.523	0.559	-0.045	0.215	-0.043	0.083	3.602
1968	-0.302	0.032	0.071	0.008	0.088	0.242	0.405	0.602	0.169	0.389	0.042	0.17	1.916
1969	0.188	0.129	0.258	0.115	0.27	0.471	0.445	0.285	0.117	-0.423	0.098	0.076	2.029
1970	0.089	-0.016	0.116	0.313	-0.219	0.294	0.57	0.499	0.115	0.239	0.296	0.209	2.505
1971	0.257	0.274	0.55	0.425	0.481	0.479	0.329	-0.347	0.197	-0.119	0.223	0.086	2.835
1972	0.181	0.287	0.508	0.536	-0.016	0.519	0.59	0.122	0.134	0.186	0.167	0.217	3.431
1973	0.005	-0.04	0.327	0.258	0.474	0.111	0.227	0.591	0.17	-0.311	0.211	0.29	2.313
1974	0.14	0.339	0.299	0.553	0.129	0.695	0.603	-0.366	0.029	-0.003	0.09	0.026	2.534
1975	0.153	0.065	0.32	0.197	-0.196	0.317	0.332	0.515	0.335	0.336	0.294	0.141	2.809
1976	0.205	0.269	0.26	0	0.179	0.351	-0.043	0.473	0.08	-0.118	0.141	0.078	1.875
1977	0.022	0.193	0.228	-0.047	0.08	0.41	0.646	0.59	0.483	0.176	0.081	0.229	3.091
1978	0.104	0.058	0.308	0.372	0.277	0.434	0.643	-0.091	0.009	0.225	-0.003	0.117	2.453
1979	0.07	0.059	0.115	0.106	0.226	0.196	0.35	0.178	0.523	0.486	0.189	0.003	2.501
1980	0.092	0.151	0.267	0.393	0.008	0.43	0.725	0.573	-0.293	0.229	0.091	0.093	2.759
1981	0.101	0.157	0.034	0.02	0.161	-0.129	0.558	0.33	0.316	-0.162	0.242	0.203	1.831
1982	0.188	0.083	0.274	0.247	-0.001	0.284	0.598	0.561	0.392	0.304	-0.006	0.057	2.981
1983	0.069	0.022	0.115	0.432	0.177	0.162	0.518	0.391	0.449	0.265	0.155	0.146	2.901
1984	0.118	0.248	0.337	0.558	0.405	0.475	0.455	0.498	0.394	-0.251	0.096	-0.291	3.042
1985	0.09	0.056	0.12	0.232	0.166	0.362	0.394	0.679	0.244	-0.019	0.073	0.142	2.539
1986	0.181	0.097	0.386	0.36	0.065	0.114	0.616	0.298	0.144	-0.3	0.048	-0.175	1.834
1987	0.153	-0.026	0.138	0.27	-0.052	-0.259	0.269	0.26	0.123	0.326	0.085	0.083	1.37
1988	0.157	0.169	0.335	0.359	0.1	0.265	0.206	0.482	0.262	0.362	0.302	0.127	3.126
1989	0.009	-0.071	0.212	0.365	0.204	0.465	0.572	0.44	0.373	0.213	0.151	0.116	3.049
1990	0.161	-0.065	0.045	0.09	0.213	0.721	0.143	0.39	0.076	0.151	0.078	0.166	2.169
1991	0.048	0.144	0.313	0.279	0.256	0.316	0.495	0.477	0.06	0.305	0.228	-0.263	2.658
1992	-0.02	-0.093	0.115	0.239	0.102	0.236	0.553	0.346	0.452	0.363	-0.017	0.012	2.288
1993	0.202	0.091	0.184	0.152	0.322	0.218	0.752	0.905	0.294	0.295	0.228	0.15	3.793
1994	0.066	0.091	0.195	0.282	0.041	0.426	0.669	0.553	0.305	0.16	0.042	-0.039	2.791
1995	0.024	0.018	0.108	0.236	-0.063	0.242	0.517	0.469	0.123	0.368	0.11	0.162	2.314
1996	0.234	0.322	0.305	0.408	0.337	0.395	0.397	0.247	0.073	0.327	0.256	0.181	3.482
1997	0.142	-0.166	0.022	0.042	0.2	-0.276	0.613	0.544	0.47	0.273	0.166	0.045	2.075
1998	0.116	0.042	0.165	0.468	0.51	0.474	0.685	0.017	0.183	0.09	0.041	0.185	2.976
1999	0.225	0.257	0.144	0.319	0.25	0.242	0.475	0.696	0.581	0.238	0.284	0.209	3.92
2000	0.18	0.118	0.228	0.189	0.136	-0.012	0.505	0.54	0.293	-0.049	-0.364	0.07	1.834
2001	-0.001	0.057	0.011	0.236	0.251	0.532	0.68	0.406	0.179	0.29	-0.096	0.086	2.631
2002	0.145	0.206	0.239	0.307	0.417	0.464	-0.015	0.614	0.337	-0.137	0.167	0.048	2.792
2003	0.147	0.029	0.218	0.498	0.323	0.239	0.377	0.415	-0.04	0.141	0.198	0.243	2.788
2004	0.039	0.048	0.101	-0.021	0.288	-0.038	0.452	0.151	0.286	0.107	-0.131	0.132	1.414
2005	0.048	0.017	0.19	0.402	0.099	0.447	0.439	0.283	0.556	0.243	0.312	0.238	3.274
2006	0.244	0.212	0.301	0.236	0.378	0.462	0.596	0.649	0.162	0.177	0.3	0.14	3.857
2007	0.005	0.211	-0.1	0.197	-0.15	-0.203	-0.107	0.138	0.223	0.403	0.156	0.205	0.978
2008	0.198	0.305	0.249	0.301	0.436	0.671	0.563	0.25	0.42	0.33	0.321	0.265	4.309
2009	0.247	0.371	0.227	0.217	0.335	0.684	0.495	0.634	0.052	0.026	0.154	0.031	3.473
2010	-0.068	0.03	0.186	0.092	0.225	0.493	0.276	0.635	0.136	0.475	0.383	0.197	3.06
2011	0.14	0.189	0.448	0.643	0.443	0.735	0.711	0.722	0.51	0.208	0.209	-0.029	4.929
2012	0.103	-0.002	0.14	0.414	0.231	0.47	0.426	0.511	0.301	0.248	0.333	0.306	3.481
2013	-0.009	0.218	0.304	0.292	0.155	0.361	0.391	0.469	0.05	0.035	0.066	0.067	2.399
2014	0.198	0.169	0.303	0.353	0.062	0.265	0.461	0.34	0.214	0.277	0.079	0.143	2.864
2015	0.009	0.137	-0.004	0.153	-0.325	0.126	0.563	0.503	0.448	-0.067	-0.031	0.046	1.558
2016	0.151	0.175	0.047	0.058	-0.129	0.245	0.616	0.223	0.166	0.302	0.091	0.052	1.997

**GROUND WATER ONSITE WELL AND PERMITTED ANNUAL QUANTITY FOR
DOMESTIC AND LIVESTOCK PURPOSES**

HILL COUNTRY UNDERGROUND WATER CONSERVATION DISTRICT

Existing Well Permit No.: *PI-00069*
Date Permit Granted: *April 10, 2012*
Date Well Drilled: *June 26, 2012 (completed)*
Location of Well: *1365 Pump Station Road; Gillespie County*
Latitude: 30-14-15.7; Longitude: 99-07-22.1
Maximum quantity of water to be produced annually: *42 ace-feet per year (13,692,000 gallons annually)*

Transfer of Permit

The Hill Country Underground Water Conservation District ("District") has agreed to transfer the permit rights from PI-00069 to a different well as follows:

- Permit Information
 - New Well Permit No. PI-00160
 - Date drilled: November 29, 2022 (drilling end date)
 - Location of well: *Latitude: 30-14-17.4; Longitude: 99-07-22.3.*
- The permit usage and maximum quantity of water to be produced annually remains the same.
- Permit PI-00069 will be reclassified to a registered well used for domestic and livestock purposes only.
- Permit holder is aware that should aquifer levels deteriorate to the point that aquifer mining occurs, then the District will declare the area a Critical Groundwater Depletion Area, with subsequent groundwater pumpage curtailment.
- All other conditions of the permit granted on April 10, 2012 remain in effect.
- By agreement, this transfer is expressly granted on the condition that the number, location, spacing, pump size and production capacity of the well used to implement this permit transfer meet all requirements of the District Rules.
- A signed copy of the permit shall be returned to the District Office within 45 days of the *Signed Date* by the District, viva mail or email to [REDACTED]

Hill Country Underground Water Conservation District

Signed: *Paul Tyler* Title: General Manager

Date Granted: June 28, 2023 Date Signed: June 28, 2023

The undersigned is aware and agrees with conditions.

Josh Jones

Signed: _____

Printed Name: _____ Date: _____

508 South Washington * Fredericksburg, TX 78624

Phone: (830) 997-4472

Email: [REDACTED]

Website: www.hcuwcd.org

**LIMITED PARTNERSHIP DOCUMENTS AUTHORIZING JOSH JONES AS A SIGNOR
FOR THE COMPANY**

LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement governs the operation and management of R. L. Jones, LP and the respective rights and obligations of its Partners and Assignees. The capitalized terms in this Agreement are defined in Article XIV hereof.

ARTICLE I THE PARTNERSHIP

1.1 Legal Name. The legal name of the Partnership is **R. L. Jones, LP.**

1.2 Texas Limited Partnership. The Partnership was formed effective December 31, 2001 as a Texas limited partnership created by conversion of R. L. Jones Company, Inc., a Texas corporation.

1.3 Tax Classification. The Partnership is classified and taxed as an S corporation for federal income tax purposes pursuant to the IRC.

1.4 Management. The Partnership is managed by its General Partner.

1.5 Term. The term of the Partnership is perpetual unless earlier dissolved pursuant to this Agreement.

1.6 Authorized Business. The Partnership may transact any and all lawful business permitted by the TBOC and the applicable laws of the jurisdictions in which the Partnership engages business.

1.7 Effective Date. The Agreement shall be effective as of January 1, 2016 ("Effective Date"). This Agreement is adopted by the Partners as a complete restatement and amendment in total of the prior partnership agreement dated July 1, 2010. This Agreement supersedes said 2010 Agreement and all other prior agreements among the partners governing the Partnership.

1.8 Classes of Partnership Interests. The Partnership shall have a General Partner and one class of Limited Partner Partnership Interests as provided herein.

ARTICLE II MANAGEMENT OF THE PARTNERSHIP

2.1 Management. Subject to the limitations set forth in this Agreement, the General Partner shall have the full power and authority to

manage and control the Partnership, including but not limited to the following:

(a) make all decisions concerning acquisitions, leases, debts, loans, and other decisions that affect the business of the Partnership;

(b) determine the terms and conditions of all contracts, agreements, and instruments and cause the Partnership to enter into such contracts, agreements, or instruments as may be necessary or appropriate;

(c) purchase, lease, rent, or otherwise acquire or obtain the use of any type of real or personal property;

(d) purchase and carry insurance;

(e) borrow money and subject the Partnership property to mortgages or other types of security interests;

(f) sell, loan, transfer, assign, dispose of, trade, exchange, surrender, release, abandon, or quitclaim Partnership Assets;

(g) cause the Partnership to comply with all applicable federal, state, and local laws, regulations, and ordinances;

(h) control and manage the Partnership's Assets and arrange for collections, disbursements, and other matters necessary or desirable in connection with the business of the Partnership;

(i) pay the Partnership's indebtedness, or any part thereof, and make such other payments and perform such other acts as the General Partner may deem necessary;

(j) employ agents, consultants, employees, accountants, lawyers, clerical help, and such other assistance and services as necessary;

(k) open accounts and deposits and maintain funds in the name of the Partnership in banks or other financial institutions and invest such funds as necessary or appropriate; and

(l) sue and be sued.

2.2 Unanimous Written Consent. Without the prior written consent of all the Limited Partners, the General Partner shall not:

(a) do any act in contravention of this Agreement or the TBOC;

(b) perform any act that is not in the furtherance of the business of the Partnership and in the best interests of the Partners;

(c) use, directly or indirectly, the assets of the Partnership for any purpose other than for the business of the Partnership and for the use and exclusive benefit of the Partners;

(d) commingle Partnership funds with those of any other person or entity;

(e) cause the Partnership to enter into any transaction that is not bona fide;

(f) assign, transfer, pledge, compromise, or release any claim of the Partnership except for full payment or full consideration thereof;

(g) do any act that would make it impossible to carry on the business of the partnership; or

(h) amend or otherwise change this Agreement so as to modify the rights or obligations of the Partners as set forth herein.

2.3 Consent of Majority in Interest. Without the prior written consent of a Majority in Interest, the General Partner shall not:

(a) make a general assignment for the benefit of creditors;

(b) sell, exchange, or otherwise dispose of the business of the Partnership;

(c) merge or consolidate the Partnership with any other entity or enter into any joint venture with any other Person;

(d) change the nature of the business of the Partnership;

(e) acquire any business not engaged in or related to the business of the Partnership; or

(f) admit a new General Partner or withdraw as General Partner.

2.4 General Partner Duties. Article XI shall apply to the General Partner with regard to its management and control of the Partnership.

ARTICLE III COMPLIANCE WITH LAWS

3.1 Foreign Authority. The General Partner shall register the Partnership as a foreign limited partnership in any Foreign Jurisdiction prior to the Partnership conducting business therein.

3.2 Assumed Names. The General Partner shall cause the Partnership to comply with applicable laws for the use of assumed names in each jurisdiction where the Partnership conducts business.

3.3 Changes to the Certificate of Formation. The General Partner shall cause the Partnership to comply with the TBOC when any information in the Certificate of Formation is no longer accurate.

3.4 Compliance with Laws. The General Partner shall cause the Partnership to comply with all applicable federal, state, local, and foreign laws.

ARTICLE IV RECORDS AND ACCOUNTING

4.1 Books and Records of Accounts. The General Partner shall maintain books and records of accounts of all operations, transactions, and other matters of the Partnership in the detail and completeness customary and usual for businesses of the type engaged in by the Partnership. The books and records of accounts shall at all times be maintained at the Partnership's principal place of business as required under §153.551 of the TBOC. Such books and records of accounts shall include, but are not limited to, the following:

- (a) minutes of the proceedings of the Partners;
- (b) a current lists that states:
 - (1) the name and mailing address of each Partner, separately identifying in alphabetical order the General Partners and the Limited Partners;
 - (2) the last known street address of the business or residence of each General Partner;
 - (3) the Partnership Interest in the Partnership owned by each Partner; and

- (4) if one or more classes or groups are established under this Agreement, the names of the Partners who are members of each specified class or group;
- (c) a copy of:
 - (1) the Partnership's federal, state, and local information or income tax returns for each of the Partnership's six most recent tax years;
 - (2) the Agreement and Certificate of Formation; and
 - (3) all amendments or restatements thereto;
- (d) copies of any document that creates, in the manner provided by the Agreement, classes or groups of Partners;
- (e) an executed copy of any powers of attorney under which the Agreement, Certificate of Formation, and all amendments or restatements to the Agreement and Certificate have been executed;
- (f) unless contained in the Agreement, a written statement of:
 - (1) the amount of the cash Capital Contribution and a description and statement of the agreed value of any other Capital Contribution made by each Partner;
 - (2) the amount of the cash Capital Contribution and a description and statement of the agreed value of any other Capital Contribution that the Partner has agreed to make in the future as an additional Capital Contribution;
 - (3) the date on which additional Capital Contributions are to be made or the date of events requiring additional Capital Contributions to be made;
 - (4) events requiring the Partnership to be dissolved and its affairs wound up; and
 - (5) the date on which each Partner in the Partnership became a Partner;
- (g) books and records of the accounts of the Partnership.

4.2 Financial Statements and Reports. Within 30 days after the end of each calendar year, the General Partner shall provide (i) a balance sheet as of the end of such calendar year, (ii) an income statement, (iii) a statement of changes in financial position for the Partnership for each year, and (iv) a report summarizing the activities of the Partnership for each year.

4.3 Tax Returns and Reports. The General Partner shall prepare and timely file the Partnership's income tax returns and reports with the proper federal, state, and local authorities. The General Partner shall timely provide each Partner with a IRS Form 1120-S (Schedule K-1) showing each Partner's allocation of Partnership income, gains, losses, credits, and other relevant items for federal income tax purposes. The General Partner shall also prepare and timely file any other reports or documents that are required by federal and state regulatory administrative bodies.

4.4 Tax Elections. The General Partner shall make on behalf of the Partnership all tax elections and determinations.

4.5 Bank Accounts. The General Partner shall establish, maintain, and secure one or more separate accounts for Partnership funds in the Partnership name at such financial institutions as it may designate. The General Partner may not commingle the Partnership's funds with the funds of any Partner or other Person.

ARTICLE V CAPITAL CONTRIBUTIONS AND LOANS

5.1 Initial Capital Contributions. The Partners made Initial Capital Contributions to the Partnership prior to the Effective Date.

5.2 Partnership Interest. As of the Effective Date each Partner holds a Partnership Interest as shown on Exhibit A attached hereto. The respective rights and obligations of the Partnership Interests shall be set forth herein.

5.3 Additional Capital Contributions. No Partner shall be required to make any Capital Contributions to the Partnership except as provided in Section 5.1 hereof.

5.4 Return of Capital Contributions. No Partner shall be entitled to the return of any part of its Capital Contribution or to be paid interest on its Capital Contribution.

5.5 No Capital Accounts. The Partnership shall not have capital accounts.

5.6 Preemptive Rights. All Partners shall have equal preemptive rights in proportion to their respective Partnership Percentages to purchase any additional Partnership Interests hereafter sold or issued by the Partnership.

5.7 Future Capital Call. If the General Partner and a Majority in Interest determine that the Partnership requires capital in addition to the capital set forth in Section 5.1, then the Partnership shall issue or sell additional Partnership Interests in exchange for Capital Contributions as provided in this Section 5.7.

(a) Offer of Partnership Interests. The General Partner shall offer the sale of any Partnership Interests to the Limited Partners in proportion to the Partnership Percentages of the Limited Partners. Any unsold Partnership Interests shall be offered to the Limited Partners who wish to purchase such Partnership Interests in proportion to the Partnership Percentages of such Partners or as such Partners otherwise agree. Partners are not required to purchase the offered Partnership Interests.

(b) Sale to Third Parties. If insufficient capital is raised from the Partners pursuant to Section 5.7(a), the General Partner may sell Partnership Interests to third parties on the same terms as offered to the Partners. Third parties who purchase Partnership Interests under this Section 5.7 shall become Limited Partners of the Partnership upon complying with Section 10.2 hereof.

(c) Required Adjustments. The General Partner shall adjust the Partnership Interests and Partnership Percentages of the Partners after the sale of any Partnership Interests.

5.8 Failure to Make Capital Contributions. Any agreement to make Capital Contributions must be in writing and signed by all the Partners. A Partner who fails to make a required Capital Contribution under this Agreement is subject to specific consequences, as solely determined by the General Partner, which may include:

(a) a reduction of the Partner's Partnership Interest in the Partnership;

(b) subordination of the Partner's Partnership Interest to the Partnership Interests of the non-defaulting Partners;

(c) a forced sale of the Partner's Partnership Interest;

- (d) forfeiture of the Partner's Partnership Interest;
- (e) the lending of money to the Partner by other Partners of the amount necessary to meet the defaulting Partner's commitment;
- (f) a determination of the value of the defaulting Partner's Partnership Interest by appraisal or by formula and redemption or sale of the Partnership Interest at that value; or
- (g) another penalty or consequence.

5.9 Loans by Partners. Except as provided in Section 5.8, no Partner shall be required to make loans to the Partnership. A Partner may make a loan to the Partnership only with the consent of the General Partner and only on similar terms and rates as charged by banks and other financial institutions.

5.10 Personal Guarantees. The Limited Partners may individually guarantee certain obligations of the Partnership with the consent of the General Partner.

5.11 No Further Obligation. No Partner shall have any obligation to provide any further assets or cash to the Partnership except as provided in this Article V.

ARTICLE VI DISTRIBUTIONS AND TAX ALLOCATIONS

6.1 Distributions. The General Partner may, at such times and in such amounts as the General Partner shall solely determine, make Pro-Rata distributions of cash or other Partnership Assets to the Partners.

6.2 Partnership Income and Loss. The General Partner shall determine the income, gain, loss, and credit (or item thereof) of the Partnership at the end of each year as provided in Section 1363(b) of the IRC and timely allocate such items to the Partners as provided herein.

6.3 Allocation of Income and Loss. The General Partner shall allocate income, gain, loss, and credit (or item thereof) of the Partnership to the Partners as provided in Section 1366 of the IRC.

6.4 Taxation. The Company shall be classified and taxed for federal income tax purposes as an S corporation pursuant to the IRC. The Members shall ensure that the Company's taxable income is computed and reported in accordance with Subchapter S of the IRC.

6.5 No Capital Accounts. The Company shall not have capital accounts.

ARTICLE VII GENERAL PARTNERS

7.1 General Partner Requirement. The Partnership shall have one General Partner.

7.2 General Partner Duties. General Partners shall be subject to the duties as provided in Article XI.

7.3 Authority of General Partners. General Partners shall have the authority to manage and control the Partnership as provide herein.

7.4 Admission of General Partners. A Majority in Interest shall have the sole authority to admit General Partners to the Partnership. A General Partner shall sign a counterpart to this Agreement to become a General Partner. A General Partner may be admitted to the Partnership without making a Capital Contribution and without acquiring a Partnership Interest.

7.5 Removal. The General Partner may be removed, with or without cause, by the vote of Seventy Percent (70%) of the Limited Partners.

7.6 Withdrawal. A General Partner shall not have the right to withdraw from the Partnership without the prior written consent of a Majority in Interest. A General Partner has withdrawn from the Partnership upon the first of the following events of withdrawal:

- (a) voluntarily withdraws from the Partnership, either with or without the written consent of a Majority in Interest;
- (b) transfers its Partnership Interest or its rights as a General Partner;
- (c) makes a general assignment for the benefit of creditors;
- (d) files a voluntary bankruptcy petition;
- (e) becomes the subject of an order for relief or is declared insolvent in a federal or state bankruptcy or insolvency proceeding;

(f) files a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under law; or

(g) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the General Partner or of all or a substantial part of the General Partner's properties.

7.7 Conversion or Redemption. If a General Partner ceases to be a General Partner under this Agreement, a Majority in Interest may:

(a) convert that General Partner's Partnership Interest to a Limited Partner; or

(b) redeem the General Partner's Partnership Interest in exchange for a liquidating distribution of cash to the General Partner, the amount of which shall be equal to the General Partner's Capital Account balance minus the damages caused if the withdrawal constituted a breach of the Partnership Agreement.

7.8 Liability of General Partner. The General Partner shall be liable under this Agreement only for its respective fraud, gross negligence, or willful misconduct, and shall not be liable (i) for errors in judgment (including, without limitation, believing in good faith that it is acting within the power and authority as described in this Agreement), (ii) for any acts or omissions that do not constitute gross negligence or willful misconduct, or (iii) for the negligence (whether of omission or commission), dishonesty, or bad faith of any employee, consultant, agent, attorney, accountant, engineer, architect, or insurance agent of the Partnership selected and supervised by the General Partner with reasonable care. Any act or omission by the General Partner, if done in reliance upon the opinion of legal counsel or public accountants selected with the exercise of reasonable care by the General Partner on behalf of the Partnership, shall conclusively be presumed not to constitute fraud, gross negligence, or willful misconduct on the part of the General Partner.

7.9 Indemnification. In any threatened, pending, or completed action, suit, or proceeding (civil or criminal) to which the General Partner was or is a party, or is threatened to be made a party, by reason of the fact that it is or was a General Partner, the Partnership shall indemnify and hold harmless such General Partner against all expenses (including reasonable attorneys' and accountants' fees, court costs, and expenses), judgments, and amounts paid in settlement actually and reasonably incurred by it in connection with such action, suit, or proceeding if the conduct of such

General Partner did not constitute fraud, gross negligence, or willful misconduct.

7.10 Reimbursements. The General Partner shall be reimbursed by the Partnership for all third-party expenses incurred in connection with the discharge of its duties hereunder as General Partner

7.11 Reliance on Authority. Any person dealing with the General Partner may rely on the authority of the General Partner. Persons dealing with the General Partner have no obligation to ascertain the General Partner's compliance with the terms of this Agreement. Every contract, deed, mortgage, note, document, or instrument executed by the General Partner with respect to any property of the Partnership shall be conclusive evidence in favor of any and every person relying on the signature of the General Partner that: (i) at the time of the execution or delivery of the document, this Agreement was in full force and in effect; (ii) the instrument or document was duly executed in accordance with the terms and provisions of this Agreement and is binding on the Partnership and all Partners; and, (iii) the General Partner was duly authorized and empowered to execute and deliver any and every such instrument or document on behalf of the Partnership.

ARTICLE VIII LIMITED PARTNERS

8.1 Limited Partners. The Limited Partners of the Partnership are shown on Exhibit A of this Agreement. No other Person may become a Limited Partner of the Partnership except as provided herein.

8.2 Limited Partner Duties. The Limited Partners shall be subject to the duties provided in Article XI.

8.3 Authority of Limited Partners. No Limited Partner shall have the authority or power in its capacity as such to act for or on behalf of the Partnership or any other Partner, to do any act that would be binding on the Partnership or any other Partner, or to incur any expenditure on behalf of or with respect to the Partnership.

8.4 Non-Partner Capacity. Except as otherwise provided in this Agreement, a Limited Partner may lend money to and transact other business with the Partnership. Subject to applicable laws, a Limited Partner has the same rights and obligations with respect to those matters as a person who is not a Partner.

8.5 Right to Vote. Each Limited Partner shall have the right to vote on matters which come before the Limited Partners under this Agreement or the TBOC.

8.6 Right to Distributions. Each Limited Partner shall have the right to Partnership Distributions as provided in this Agreement.

8.7 Right to Partnership Records.

(a) On written request stating a proper purpose, a Limited Partner may examine and copy, in person or through a representative, records required to be kept under Section 153.551 of the TBOC and other information regarding the business, affairs, and financial condition of the Partnership as is just and reasonable for the Limited Partner to examine and copy.

(b) The records requested under (a) may be examined and copied at a reasonable time and at the Partner's sole expense.

(c) On written request by a Limited Partner, the Partnership shall provide to the requesting Limited Partner without charge copies of:

- (1) the Partnership Agreement and Certificate of Formation and all amendments or restatements thereto; and
- (2) any tax return.

(d) A request made under Subsection (c) must be made to the General Partner at the Partnership's principal office in the United States.

8.8 Nature of Partnership Interest. A Partnership Interest is personal property. A Limited Partner has no interest in the Partnership Assets.

8.9 Transfer of Partnership Interest. A Limited Partner does not have the right to Transfer his, her, or its Partnership Interest except as provided herein.

8.10 Redemption of Partnership Interest. A Limited Partner does not have the right to cause the Partnership to redeem his, her, or its Partnership Interest.

8.11 Withdrawal. A Limited Partner may withdraw from the Partnership only with the prior written consent of a Majority in Interest.

8.12 Forced Partition. A Limited Partner does not have the right to force a partition of the Partnership Assets.

8.13 Dissolution. A Limited Partner does not have the right to cause the Partnership to dissolve except as provided herein.

8.14 Liability to the Partnership. A Limited Partner is liable to the Partnership and the other Partners for a breach of this Agreement that causes harm to the Partnership or the other Partners.

8.15 Liability to Third Parties. A Limited Partner is not liable for the obligations of the Partnership unless:

(a) the Limited Partner is also a General Partner; or

(b) in addition to the exercise of the Limited Partner's rights and powers as a Limited Partner, the Limited Partner participates in the control of the business of the Partnership as provided in the TBOC.

8.16 Charging Order. On application by a judgment creditor of a Partner or of any other owner of a Partnership Interest, a court having jurisdiction may charge the Partnership Interest of the judgment debtor to satisfy the judgment. To the extent that the partnership interest is charged by a court having jurisdiction, the judgment creditor has only the right to receive any distribution to which the judgment debtor would otherwise be entitled in respect of the Partnership Interest. A charging order constitutes a lien on the judgment debtor's Partnership Interest. The entry of a charging order is the exclusive remedy by which a judgment creditor of a Partner or of any other owner of a Partnership Interest may satisfy a judgment out of the judgment debtor's Partnership Interest. A creditor of a Partner or of any other owner of a Partnership Interest does not have the right to obtain possession of, or otherwise exercise legal or equitable remedies with respect to, the property of the Partnership.

ARTICLE IX PARTNERSHIP MEETINGS

9.1 Calling Meetings. The General Partner may call meetings of the Partners as provided herein. The General Partner shall call a meeting of the Partners at the written request of a Majority in Interest. Such request shall state the purpose or purposes of the meeting, and business transacted at the meeting of Partners shall be limited to the purpose stated in the notice.

9.2 Time and Place of Meetings. Meetings of the Partners shall be held at such time and place as shall be designated from time to time by the General Partner and stated in the notice of the meeting or in a duly executed waiver of notice thereof.

9.3 Notice of Meetings. Written notice of the place, date, and time of all meetings of the Partners shall be given, not less than ten nor more than thirty days before the date on which the meeting is to be held, to each Partner entitled to vote at such meeting, except as otherwise provided herein.

9.4 Quorum. The holders of a Majority in Interest, present in person or by proxy, shall constitute a quorum at all meetings of the Partners.

9.5 Proxies and Voting. At any meeting of the Partners, every Partner entitled to vote may vote in person or by proxy authorized by a written instrument filed in accordance with the procedure established for the meeting. Except as otherwise required by this Agreement, all matters shall be determined by the vote of a Majority in Interest represented in person or by proxy at a meeting of Partners at which a quorum is present.

9.6 Unanimous Written Consent. Any action required or permitted to be taken by the Partners under this Agreement or the TBOC may be taken without a meeting if all the Partners individually and collectively consent in writing to the action to be taken. Such written consent shall have the same force and effect as a unanimous vote of the Partners.

ARTICLE X TRANSFER RESTRICTIONS

10.1 Restricted Transfers. The provisions of this Article X apply to any Transfer of a Partnership Interest by a Partner, a Partner's Spouse, or any Assignee thereof. Any purported Transfer not made in compliance with this Agreement shall be null and void and of no force and effect.

10.2 Required Conditions for Permitted Transfers. Notwithstanding any other provision of this Agreement, no Transfer of a Partnership Interest *otherwise permitted* under this Article X shall be made unless:

- (a) the General Partner receives an opinion satisfactory to its legal counsel to the effect that such Transfer may be made without registering such Partnership Interest under the Securities Act of 1933 or any applicable state blue sky laws, securities laws, or regulations

and that such Transfer will not violate any applicable federal or state securities laws;

(b) the transferor and the transferee shall execute and acknowledge such instruments as the General Partner may deem necessary or desirable to effect the admission of the transferee as a substituted or additional Partner, including the written acceptance and adoption by the transferee of all of the terms and provisions of this Agreement, as the same may be amended from time to time, and the transferee shall pay all reasonable fees and other costs (including reasonable attorneys' fees) incurred by the Partnership in connection with the Transfer and admission of the transferee to the Partnership;

(c) the General Partner shall have filed any documents necessary to effect the substitution or addition of the transferee as a substituted Partner in place of the transferor;

(d) the General Partner shall have received written permission from all lenders of the Partnership who have any legally binding restriction on the Transfer of the Membership Interests.

10.3 Transfer by General Partner. The General Partner shall not Transfer its Partnership Interest without the prior written consent of a Majority in Interest.

10.4 Transfer by Limited Partners. Except as otherwise provided herein, no Limited Partner shall Transfer or Encumber his, her or its Partnership Interest without the prior written consents of the General Partner and a Majority in Interest. Notwithstanding the foregoing, the Partners recognize and have approved that certain pledge and encumbrance of certain Partnership Interests of Joshua B. Jones effective as of the Effective Date of this Agreement pursuant to that certain Purchase Agreement and Transfer and Assignment of Limited Partnership Interest in R.L. Jones LP dated to be effective January 1, 2016 by and between Jeremiah D. Jones (as seller) and Joshua B. Jones (as buyer) (the "2016 Purchase Agreement"), provided that once the obligations under the 2016 Agreement have been extinguished, the foregoing restriction shall again apply to such Partnership Interests.

10.5 Additional Partners. Except as otherwise expressly provided herein, no Person shall become a Partner of the Partnership without the prior written consent of a Majority in Interest.

10.6 Death of Joshua B. Jones. The Partnership shall have the option to purchase the Partnership Interests of Joshua B. Jones upon his death. In the sole discretion of the General Partner, this purchase option may be exercised at any time during the 180 day period beginning on the date of appointment of a Personal Representative for the estate of Joshua B. Jones by delivery of written notice to said Personal Representative. The price and payment terms to apply if said option is exercised shall be as provided in Sections 10.8 and 10.9 hereof.

10.7 Estate Planning Transfers. Subject to the purchase option described at Section 10.6 above, each Limited Partner shall be allowed to Transfer his or her Partnership Interests during lifetime as a gift or at death as a bequest in his or her Will, and such transferees shall become Partners (not mere assignees) upon complying with Section 10.2 hereof.

10.8 Purchase Price. The Purchase Price for any purchase of Partnership Interests pursuant to this Article X shall be calculated as follows: The Partnership Percentage of the Partnership Interest being purchased shall be multiplied by the total value of (i) the book value of any non-real estate Partnership assets plus (ii) the appraised value of any Partnership real estate as determined by a reasonably qualified real estate appraiser agreed upon by the parties; provided, however, absent agreement of the parties to the transaction the Partnership may select an appraiser with an MAI Designation from the Appraisal Institute. The Purchase Price above shall be calculated as of the date of the death of the partner that triggered the right to purchase and it shall be calculated without any discount for lack of marketability or lack of control.

10.9 Agreement Terms. The Agreement Terms for a purchase pursuant to this Article X shall be as follows:

(a) **Type of Payment.** The Purchase Price shall be paid as follows:

(i) The amount of the Purchase Price shall be satisfied first by any life insurance owned by the Partnership on the life of the person whose death triggered the purchase pursuant to this Agreement and shall be paid by certified check at closing.

(ii) If the insurance proceeds in (i) above are less than the Purchase Price, the remaining portion of the Purchase Price shall be paid with a secured promissory note from the Partnership to the seller. The promissory note shall have a term of ten (10) years, with even payments of interest and principal, bearing interest at the Prime Rate plus one percent, and with the ability

for prepayment without penalty. The promissory note shall be secured by the portion of the Partnership Interest being purchased with the promissory note. If the insurance proceeds exceed the amount of the Purchase Price, the Partnership shall retain any amount of the Insurance proceeds that exceed the Purchase Price.

(b) The Closing. The purchase of the Partnership Interest pursuant to this Agreement shall take place at a closing, held at 1:00 P.M. on the sixtieth (60th) day after the option to purchase hereunder was exercised, at the Partnership's primary place of business, or at any other place to which the parties agree.

(1) At the closing, the Partnership shall pay for the Partnership Interest and the seller shall deliver an assignment certificate transferring all of the Partnership Interest, free and clear of all encumbrances, to the buyer.

(2) If the seller does not deliver the certificate at the closing, then:

A. The Partnership shall deposit the Purchase Price with the Escrow Agent;

B. the Escrow Agent shall hold such Purchase Price in escrow, to be paid to the seller as soon as is reasonably practicable, less an appropriate fee to the Partnership (not to exceed five hundred dollars (\$500.00)) to pay for the additional administrative costs; and

C. the Partnership shall adjust its transfer books to reflect that the Partnership Interest has been sold.

ARTICLE XI PARTNER DUTIES AND OBLIGATIONS

11.1 Duties and Obligations. Each Partner owes the Partnership and the other Partners a Duty of Loyalty and a Duty of Care. Each Partner shall discharge such duties to the Partnership and the other Partners under this Agreement and the TBOC in good faith and in a manner the Partner reasonably believes to be in the best interests of the Partnership and the other Partners.

11.2 Self Interest. A Partner does not violate a duty or obligation under this Agreement or the TBOC merely because the Partner's conduct furthers the Partner's own interest.

11.3 Not a Trustee. A Partner is not a trustee and is not held to the standards of a trustee.

11.4 Duty of Loyalty. Except as otherwise provided herein, the Duty of Loyalty Includes:

(a) accounting to and holding for the Partnership property, profit, or benefit derived by the Partner:

(1) In the conduct and winding up of the Partnership business; or

(2) from use by the Partner of Partnership property;

(b) refraining from dealing with the Partnership on behalf of a person who has an interest adverse to the Partnership; and

(c) refraining from competing or dealing with the Partnership in a manner adverse to the Partnership.

11.5 Duty of Care. The Partners of the Partnership shall act in good faith in the performance of their obligations hereunder but shall have no liability or obligation to any Partner or the Partnership for any decision made or action taken in connection herewith if made or taken in good faith, irrespective of whether the same may be reasonably prudent or whether bad judgment was exercised in connection therewith. A Partner shall be liable under this Agreement only for its respective fraud, gross negligence, or willful misconduct, and shall not be liable (i) for errors in judgment (including, without limitation, believing in good faith that it is acting within the power and authority as described in this Agreement), (ii) for any acts or omissions that do not constitute gross negligence or willful misconduct, or (iii) for the negligence (whether of omission or commission), dishonesty, or bad faith of any employee, consultant, agent, attorney, accountant, engineer, architect, or insurance agent of the Partnership selected and supervised with reasonable care.

11.6 Competitive Activities. Notwithstanding Section 11.4(c), except as otherwise expressly set forth below, any Partner may engage independently or with others in other business opportunities of every nature and description, including, without limitation, the ownership or development of other properties and the making or management of other investments,

without any obligation to present any such opportunity to the Partnership, even if the opportunity is of a character that, if presented to the Partnership, could be undertaken by the Partnership, so long as such business opportunities do not directly compete with the normal business of the Partnership. Neither the Partnership nor any Partner shall have any right by virtue of this Agreement or the business relationship created hereby in or to such other opportunities or to the income or proceeds derived therefrom, and the pursuit of such opportunities, shall not be deemed wrongful or improper or a breach of fiduciary duty, the Duty of Care, or the Duty of Loyalty.

ARTICLE XII DISSOLUTION AND WINDING UP

12.1 Event of Dissolution. The Partnership shall dissolve and wind up upon the first to occur of any of the following, unless the business of the Partnership is continued under Section 12.2 hereof:

- (a) written consent of the Limited Partners who own eighty percent (80%) of the Limited Partnership Interests;
- (b) when there are no Limited Partners;
- (c) when there are no General Partners;
- (d) when the Partnership forfeits its right to transact business under the TBOC;
- (e) upon a decree by a court requiring the winding up of the Partnership, rendered under the TBOC or other law.

12.2 Continuation of the Partnership.

(a) The General Partner may revoke an event requiring dissolution and winding up as specified in Section 12.1(d) of this Agreement upon meeting the requirements under the TBOC to reinstate the Partnership.

(b) The Partnership may revoke an event requiring winding up as specified in Section 12.1(c) of this Agreement if not later than one year after the event, the remaining Limited Partners who own eighty percent (80%) of the Limited Partner Partnership Interests:

- (i) agree in writing to continue the business of the Partnership in writing; and

- (ii) to the extent that they desire or if there are no remaining General Partners, agree to the appointment of one or more new General Partners, which shall be effective from the date of withdrawal of the General Partner.

12.3 Person Conducting the Wind Up. The winding up of the Partnership's affairs shall be accomplished by:

- (a) the General Partner; or
- (b) if there are no General Partners, a Majority in Interest or a Person chosen by a Majority in Interest.

12.4 Powers of Person Conducting Wind Up. After an event requiring the winding up of the Partnership and until the filing of a certificate of termination as provided under the TBOC, the person winding up the Partnership's business in the name of and on behalf of the Partnership may take the actions specified in this Agreement.

12.5 Winding Up Procedures. On the occurrence of an event requiring the winding up of the Partnership, unless the Partnership is continued under Section 12.2 hereof, the person winding up the Partnership shall, as soon as reasonably practicable, wind up the business and affairs of the Partnership. The Partnership shall:

- (a) cease to carry on its business, except to the extent necessary to wind up its business;
- (b) cause a proper accounting to be made of the Partnership's Assets, liabilities, and operations by a certified public accountant;
- (c) collect and sell its property to the extent the property is not to be distributed in-kind to the Partners;
- (d) perform any other acts required to wind up its business and affairs, including continuing the Partnership business or delaying the disposition of property of the Partnership, for the limited period necessary to avoid unreasonable loss of the Partnership's property or business.

12.6 Disposition of Assets. On the winding up of the Partnership, its assets shall be distributed or paid as follows:

- (a) first to pay all of the debts and liabilities of the Partnership

or otherwise make adequate provision therefor (including, without limitation, the establishment of a cash escrow fund for contingent liabilities);

(b) then Pro Rata to the Partners pursuant to the rules of the IRC.

12.7 Certificate of Termination. On the completion of the winding up process in this Agreement, the Partnership shall file a certificate of termination pursuant to the TBOC.

12.8 Termination of the Partnership. The existence of the Partnership shall terminate on the filing of the certificate of termination.

ARTICLE XIII REPRESENTATIONS

13.1 Representations to the Partnership. Each Partner hereby represents and warrants to the Partnership that such Partner:

(a) is familiar with the existing or proposed business, financial condition, properties, operations, and prospects of the Partnership;

(b) has conducted satisfactory due diligence on such matters prior to the to the Partner's acquisition of Partnership Interests;

(c) has sufficient knowledge and experience in financial and business matters and is capable of evaluating the merits and risks of an investment in the Partnership;

(d) understands that owning Partnership Interests involves various risks, including the restrictions on dispositions and encumbrances set forth in the Transfer Restrictions herein, the lack of any public market for Partnership Interests, the risk of owning its Partnership Interests for an indefinable period of time, and the risk of losing the entire Partnership investment;

(e) is able to bear the economic risk of such investment;

(f) is acquiring the Partnership Interests for investment, solely for such Partner's own beneficial account and not with a view to or any present intention of directly or indirectly selling, transferring, offering to sell or transfer, participating in any distribution, or otherwise disposing of all or a portion of such Partnership Interests;

(g) acknowledges that the Partnership Interests have not been registered under the Securities Act of 1933, as amended, or any other applicable federal or state securities laws, and the Partnership has no intention, and shall not have any obligation, to register or to obtain an exemption from registration for the Partnership Interests or to take action so as to permit sales pursuant to the Securities Act (including Rules 144 and 144A thereunder);

(h) understands and acknowledges that the Partnership Interests are subject to Transfer Restrictions which restricts the transfer, sale, pledge, or other disposition; and

(i) understands that each Partner is taxed on its allocation of the Partnership income regardless of whether the Partnership actually distributes such allocation of income to the Partner; and

(j) has the legal authority and capacity to enter into this Agreement.

13.2 Representations To Counsel. Each party to this Agreement hereby represents, acknowledges, and warrants to GRANSTAFF, GAEDKE AND EDGMON, P.C. ("GGE") the following:

(a) that GGE is solely the counsel of the Partnership and not the counsel for any of the individual Partners;

(b) that GGE prepared this Agreement solely on behalf and in the course of the GGE's representation of the Partnership;

(c) that GGE has advised the parties to seek independent counsel because a conflict exists among their individual interests;

(d) that GGE has advised the parties to seek independent counsel because this Agreement contains Transfer Restrictions that affect their Partnership Interests;

(e) that GGE has advised the parties to seek independent tax counsel because this Agreement may have tax consequences;

(f) that the party has not received any representations from GGE about the tax consequences of this Agreement; and

(g) that the party has either consulted independent counsel as to the legal effect of this Agreement or has consciously chosen not to do so.

ARTICLE XIV DEFINITIONS

The terms used in this Agreement shall be defined in Article XV herein unless otherwise expressly provided herein.

"Agreement" shall mean this Limited Partnership Agreement.

"Agreement Terms" shall have the meaning assigned in Section 10.9.

"Assignee" shall mean any Person who has acquired a Partnership Interest and who has not been admitted to the Partnership as a Partner under this Agreement. An Assignee shall not have any right to become a Partner and shall not have any of the rights of a Partner under the TBOC or this Agreement.

"Capital Contribution" shall mean the money, property, and services contributed to the Partnership by a Partner in its capacity as a Partner. All of the Partners must agree on the value of any Capital Contribution of property or services to the Partnership prior to such Capital Contribution of property or services to the Partnership.

"Certificate of Formation" shall mean the Certificate of Formation of the Partnership filed with the Secretary of State of the State of Texas, as amended or restated from time to time.

"Day(s)" shall mean all calendar days, whether or not such days are legal holidays under the laws of the United States or any State.

"Duty of Care" shall have the meaning provided in Section 11.5 hereof.

"Duty of Loyalty" shall have the meaning provided in Section 11.4 hereof.

"Effective Date" shall have the meaning provided in Section 1.7 hereof.

"Encumber" (or "Encumbrance") shall mean to pledge, hypothecate, or otherwise secure any type of debt or obligation with the Partnership Interest, whether incurred voluntarily or involuntarily, and in any manner whatsoever. An "Encumbrance" includes any type of security or surety interest created by such Encumbering.

"Escrow Agent" shall mean any attorney or certified public accountant regularly employed by the Partnership, or any other person acceptable to all Partners, who shall hold checks and certificates of the Partnership Interest to effect a purchase or sale pursuant to this Agreement.

"Foreign Jurisdiction" shall mean any jurisdiction other than the State of Texas.

"General Partner" shall mean each Person who is admitted to the Partnership under this Agreement as a "general partner" as defined in the TBOC. The term "General Partner" shall refer to multiple General Partners if the Partnership has more than one General Partner.

"Initial Capital Contribution" shall have the meaning set forth in Section 5.1.

"Involuntary Lifetime Transfer" shall mean any Transfer made on account of a court order or otherwise by operation of law.

"IRC" shall mean the Internal Revenue Code.

"IRS" shall mean the Internal Revenue Service of the United States of America.

"Limited Partner" shall mean each Person who is admitted to the Partnership under this Agreement as a "limited partner" as defined in the TBOC.

"Majority in Interest" shall mean the Limited Partners who own more than fifty (50) percent of the total current Limited Partner Partnership Interests.

"Partner" shall mean the General Partner, the Limited Partners, and any other Person who after the date hereof executes a counterpart of this Agreement as a Partner of the Partnership as provided herein.

"Partnership" shall mean R. L. Jones, LP, a Texas limited partnership.

"Partnership Assets" shall mean all real and personal property owned by the Partnership and shall include money and tangible and intangible property.

"Partnership Interest" shall mean a Partner interest in the Partnership as provided in this Agreement and pursuant to the TBOC. The General Partner's Partnership Interests shall be a non-economic Partnership Interest without the right to Partnership assets, profits, or losses.

"Partnership Percentage" shall mean each Partner's respective economic Partnership Interest expressed as a percentage of the total Partnership Interests. Each Partner's Partnership Percentage shall be designated on Exhibit A of this Agreement.

"Person" shall include an individual, business trust, registered limited liability partnership, association, limited liability company, government, governmental subdivision, governmental agency, governmental instrumentality, partnership, limited partnership, trust, estate, corporation, custodian, trustee, executor, administrator, nominee, or any other legal or commercial entity in its own or a representative capacity, regardless of whether the entity is formed under the laws of Texas or any other jurisdiction.

"Personal Representative" shall mean any administrator, executor, trustee, or other personal representative who is vested with the responsibility for administering the disposition of any Partnership Interest on account of a deceased Partner's death, and equally any individual who holds such Partnership Interest as a legatee, distributee, or successor in interest, or trustee where no executor, administrator, or similar fiduciary is appointed or where any appointed executor, administrator, or fiduciary does not have control over any of the deceased Partner's Partnership Interest.

"Prime Rate" shall mean the per annum rate of interest announced or published in the Wall Street Journal.

"Pro Rata" shall mean each Partner's Partnership Percentage of the item being allocated or distributed herein.

"Purchase Price" shall have the meaning in Section 10.8.

"Spouse" shall mean a Partner's legal husband or wife under applicable law who is not also a Partner.

"TBOC" shall mean the Texas Business Organizations Code and any successor act or code, as amended from time to time. The Partnership has adopted the TBOC.

"Transfer" shall mean to make, grant, or suffer (directly or indirectly, voluntarily or involuntarily or by operation of law) any transfer, assignment, sale, exchange, gift, bequest, devise, mortgage, encumbrance, security interest in, or other disposition of all or any part of its Partnership Interest, or any interest therein, whether now owned or hereafter acquired. A Transfer includes an Encumbrance, an Involuntary Lifetime Transfer, and a Voluntary Lifetime Transfer. If a Partner is an entity, then any change in ownership or power to vote a majority of the ownership interests in Partner outstanding at the time of execution of this Agreement (or at any future time) shall constitute a Transfer for the purpose of this Agreement.

"Transfer Restrictions" means the Transfer restrictions provided in Article X hereof.

"Treas. Regs." shall mean the federal income tax regulations promulgated under the IRC, as such regulations may be amended from time to time.

"Voluntary Lifetime Transfer" shall mean any Transfer made during a Partner's lifetime that is not an Involuntary Lifetime Transfer.

ARTICLE XV MISCELLANEOUS

15.1 Entire Agreement. This Agreement is the entire agreement of the Partnership and supersedes all prior agreements concerning the operation and management of the Partnership and the respective rights and obligations of all Partners and Assignees.

15.2 Amendment, Waiver, and Assignment. This Agreement or any provision herein may only be amended, waived, or assigned in writing by all the Partners.

15.3 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

15.4 No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the parties hereto and their respective successors and permitted assigns and are not for the benefit of any other Person.

15.5 Law Governing. This Agreement shall be governed by the laws of the State of Texas. To the extent that this Agreement does not otherwise provide, the TBOC governs the operation and management of the Partnership and the respective rights and obligations of the Partners and Assignees.

15.6 Severability. In case any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.7 Headings. The Article and Section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent or for any purpose, to limit or define the text of any Article or Section.

15.8 Construction. Whenever required by the context, as used in this Agreement, the singular number shall include the plural, and vice versa, and the gender of all words used shall include the masculine, feminine and the neuter.

15.9 Effect of Waiver or Consent. A waiver or consent, express or implied, to any breach or default by any Person in the performance by that Person or its obligations with respect to the Partnership is not a consent or waiver to any other breach or default in the performance by that Person of the same or any other obligations of that Person with respect to the Partnership. Failure on the part of a Person to complain of any other Person or to declare any other Person in default with respect to the Partnership, irrespective of how long that failure continues, does not constitute a waiver by that Person of its rights with respect to that default until the applicable statute-of-limitations period has run.

15.10 Further Assurances. In connection with this Agreement and the transactions contemplated hereby, each party hereto shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary or appropriate to effectuate and perform the provisions of this Agreement and those transactions.

15.11 Waiver of Certain Rights. Each Partner irrevocably waives any right it may have to maintain any action for dissolution of the Partnership or for partition of the Partnership Assets.

15.12 Counterparts and Binding Effect. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute a single document. This Agreement shall be binding upon each Partner and Assignee.

15.13 Notices. Any notice (or election) required or permitted to be given pursuant to this Agreement shall be in writing and delivered in person or by one of the following methods, postage prepaid: (i) by certified first-class mail, return receipt requested, or (ii) by courier service requiring acknowledgment of receipt of delivery. Such notice (or election) shall be delivered to the Partnership's registered office, if such notice is to the Partnership, or to the Partner's address, if such notice is to a Partner. Notice (or election) given in the foregoing manner shall be deemed effective upon (a) receipt, (b) upon refusal of receipt, or (c) upon on the third Day following the date mailed.

15.14 Confidentiality. The Partners agree that no Partner shall publicize the terms of this Agreement or the business or activities of the Partnership, without the approval of all the Partners, except as such publicity

may be made in the course of normal reporting practices by a Partner to its partners, shareholders, or Partners, or as otherwise required by law. Furthermore, the Partners acknowledge their mutual desire to limit disclosure of the terms of this Agreement and any other agreements entered into in connection with the transactions contemplated hereby, and the parties shall use their good faith efforts to prevent disclosure thereof absent a reasonable business purpose for doing so; provided, however, that any Partner may make disclosures if required to do so by applicable law or court order and to such party's attorneys, accountants, and other professionals and to potential purchasers and lenders, who have a reasonable need to know such information.

15.15 Insurance. The Partnership may purchase life insurance or disability insurance on any Partner to provide the Partnership with the funds to purchase a Partner's Partnership Interest as provided hereunder. The Partnership may also purchase insurance to protect the General Partner or the Partnership from indemnity from liability.

15.16 Rights and Remedies Cumulative. The rights and remedies provided by this Agreement are cumulative and, except as otherwise provided herein, the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Except as otherwise provided herein, said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

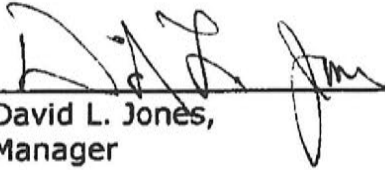
15.17 Attorneys' Fees. If the Partnership or any Partner brings any legal action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, in addition to any other remedy or relief to which such party may be entitled.

IN WITNESS WHEREOF, the undersigned Partners have executed this Agreement to be effective as of the Effective Date.

[Signature page follows.]

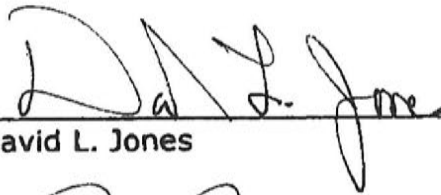
GENERAL PARTNER:

R. L. JONES MANAGEMENT, LLC,
a Texas limited liability company

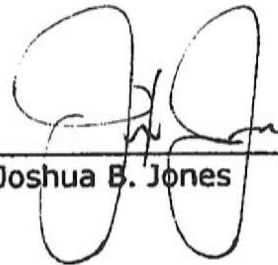
By: 

David L. Jones,
Manager

LIMITED PARTNERS:



David L. Jones



Joshua B. Jones

EXHIBIT A

PARTNER INFORMATION effective JANUARY 1, 2016

<u>PARTNER</u>	<u>PARTNERSHIP INTEREST</u>	<u>PARTNERSHIP PERCENTAGE</u>
R. L. Jones Management, LLC	General Partner	1.0000%
David L. Jones	Limited Partner	33.6214%
Joshua B. Jones	Limited Partner	65.3786%
		<hr/>
		100.0000%

**PROPERTY DEED FOR
1365 PUMP STATION ROAD
FREDERICKSBURG TEXAS 78264**

WARRANTY DEED

(Long Form)

Date: April 1, 1988

Grantor: J. D. STARNES, JR. and wife, CLARICE G. STARNES

Grantor's Mailing Address (including county): 601 W. Texas Ave.
Midland, Midland County, TX 79701

Grantee: R. L. JONES COMPANY, INC.

Grantee's Mailing Address (including county): 5434 W. Commerce
San Antonio, Texas 78237

Consideration: TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration,
the receipt of which is hereby acknowledged by the undersigned;

VOL 185 PAGE 694

Property (including any improvements):

BEING 195.71 ACRES OF LAND, MORE OR LESS, COMPRISING 190.59 ACRES OF LAND OUT OF HERMANN'S UNIVERSITY SURVEY NO. 161, ABSTRACT NO. 275 AND 5.12 ACRES OF LAND OUT OF THE MARIA L. FLORES Y. MARTINEZ SURVEY NO. 162, ABSTRACT NO. 449, being situated in Gillespie County, Texas, and also described by metes and bounds on EXHIBIT "A" attached hereto and made a part hereof.

VOL. 185 PAGE 695

Reservations from and Exceptions to Conveyance and Warranty:

1. Thirty foot (30) wide roadway easement reserved in Deed dated November 19, 1976, executed by Meta Klein, et al, to Edward L. Danos, et ux, et al, recorded in Volume 119, page 776, Deed Records of Gillespie County, Texas;
2. Easement dated December 29, 1965, executed by Alfons Klein to Southwestern States Telephone Company, recorded in Volume 89, pages 469-470, Deed Records of Gillespie County, Texas;
3. Easement dated August 20, 1975, granted by Alfons Klein to Central Texas Electric Cooperative, Inc., recorded in Volume 115, page 260, Deed Records of Gillespie County, Texas;
4. Subject to the past and future action of the Pedernales River by means of accretion, erosion or avulsion;
5. Subject to the rights of adjoining property owners to use the existing road easement shown on Plat dated September 30, 1976 by Victor L. Nixon, Registered Public Surveyor No. 655;
6. Easement for right-of-way granted to Central Texas Electric Cooperative, Inc. by Alfons Klein in instrument dated August 8, 1973 and recorded in Vol. 107, page 467 of the Deed Records of Gillespie County, Texas;
7. Rights of parties in possession.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

J. D. Starnes, Jr.
J. D. STARNES, JR.
Clarice G. Starnes
CLARICE G. STARNES

VOL. 185 PAGE 696

(Acknowledgment)

STATE OF TEXAS
COUNTY OF KERR

This instrument was acknowledged before me on the _____ 1st day of April, 19 88, by J. D. STARNES, JR. and wife, CLARICE G. STARNES



Laura Wimberly
Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 19 _____, by _____ of _____ a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:
R. L. Jones Company, Inc.
5434 W. Commerce
San Antonio, Texas 78237

PREPARED IN THE LAW OFFICE OF:

EXHIBIT "A"

697

VOL. 185 PAGE

BEING all that certain tract or parcel of land lying and being situated in Gillespie County, Texas, being 195.71 acres of land, comprising 190.59 acres of land, part of Hermann's University Survey No. 161, Abstract No. 275 and 5.12 acres of land, part of the Maria L. Flores Y. Martinez Survey No. 162, Abstract No. 449.

Said 195.71 acre tract of land being described by metes and bounds as follows, to-wit:

BEGINNING at a steel bar set at a fence corner post for the S.E. corner of that 100 acre tract of land, more or less, that was conveyed by Christian Klein, et al to Alfons Klein by Deed dated December 13, 1941, recorded in Volume 54, pages 535-538 of the Deed Records of Gillespie County, Texas, for the S.E. corner of this tract of land;

THENCE with fence as follows:

North 561.1 feet;
N. 0°25' W. 432.7 feet;
N. 0°09' W. 453.1 feet;
N. 0°01' W. 470.3 feet;
N. 0°19' E. 1201.7 feet;
N. 0°12' E. 210.6 feet;
N. 0°23' E. 755.3 feet;
N. 3°31' W. 139.7 feet;
N. 75°24' W. 9.5 feet;
N. 0°47' E. 414.0 feet;
N. 0°29' E. 220.6 feet;
N. 5°05' E. 188.2 feet;
N. 1°03' E. 371.1 feet;
N. 4°08' E. 186.2 feet to a 24" dia. Pecan Tree on South bank of Pedernales River;
N. 3°06' E., crossing the Pedernales River, 219.2 feet to a stake set in the center of a cattle guard for corner;

THENCE with fence as follows:

N. 1°33' W., 344.2 feet;
N. 0°23' E. 792.3 feet to a corner post situated in the occupational North line of Survey No. 161, Hermann's University, and the occupational South line of Survey No. 162, Maria L. Flores Y. Martinez, for corner;

THENCE with fence, West 5.4 feet to a fence corner post for corner;

THENCE with fence, North 330.4 feet to a steel bar set at fence corner post for the N.E. corner of this tract of land;

THENCE with fence as follows:

S. 80°35' W. 778.4 feet;
S. 41°47' W. 360.4 feet;
S. 39°07' W. 156.8 feet to a point in the center of the Pedernales River for corner;

THENCE up the Pedernales River with its centerline, N. 48°29' W. 129.8 feet to a point at a fence line projection for the N.W. corner of this tract of land;

THENCE with fence line projection and fence, S. 0°39' W. 289.9 feet to a stake set in the center of a gateway;

THENCE with fence as follows:

- S. 0°35' W. 2127.9 feet;
- S. 0°38' W. 183.4 feet;
- S. 0°11' W. 489.1 feet;
- S. 0°15' E. 740.2 feet;
- S. 0°04' E. 542.9 feet;
- S. 0°10' W. 141.8 feet;
- S. 0°05' W. 353.4 feet;
- S. 0°09' E. 348.2 feet;
- S. 0°04' W. 343.3 feet;
- S. 0°28' E. 557.6 feet;
- S. 0°07' W. 448.3 feet;
- S. 0°13' W. 297.3 feet to a steel bar set at fence corner post for the S.W. corner of this tract of land;

THENCE with fence as follows:

- N. 89°55' E. 487.0 feet;
- N. 89°37' E. 291.9 feet;
- N. 89°50' E. 410.8 feet to the PLACE OF BEGINNING.

ALSO INCLUDED IS ALL GRANTOR'S RIGHTS OF INGRESS AND EGRESS OVER LANDS OF THIRD PARTIES, AND TO THE USE OF SUCH PASSAGEWAY OR ROAD AT ALL TIMES IN COMMON WITH THIRD PARTIES, THEIR HEIRS AND ASSIGNS.

Said Road being described as a thirty foot (30') wide road passing through part of Survey No. 161, Hermann's University, Abstract No. 275, in Gillespie County, Texas, and the centerline of which is described by metes and bounds as follows, to-wit:

BEGINNING at a stake set in the center of a gateway, being a point in the West line of that 195.71 acre tract of land above described, being a point 289.9 feet S. 0°39' W. from the N.W. corner of said 195.71 acre tract of land, for the beginning point of the centerline description of said road;

THENCE with the centerline of said road as follows:

- S. 83°20' E. 52.5 feet;
- S. 54°32' E. 403.9 feet;
- S. 40°51' E. 678.7 feet;
- S. 73°46' E. 287.7 feet;
- N. 52°40' E., crossing the Pedernales River, 146.2 feet to a point in the center of a cattle guard and being a point in the East line of the afore-said 195.71 acre tract of land, for the end of the centerline description of said road;

Surveyed September 30, 1976, Victor L. Nixon, Registered Public Surveyor No. 655.

**MAP OF DAM TO BE PERMITTED AS WELL AS 2" PVC DISCHARGE PIPE LOCATION
RELATIVE TO THE DAM**



MAP KEY

— DAM IMPOUNDME

— SUBSIDIZED GROUN
DISCHARGE

NOTICE OF VIOLATION

TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Requested

Regulated Entity/Site Name		R. L. Jones Co./Perdernalles River dam		TCEQ Add. ID No. RN No. (optional)	RN11730974
Investigation Type	COMP	Contact Made In-House (Y/N)	Y	Purpose of Investigation	Water Rights
Regulated Entity Contact	Mr. Josh Jones	Telephone No.	(210) 884-3146	Date Contacted	05/01/2023
Title	Owner	Email Address	[REDACTED]	Date Emailed	05/01/2023

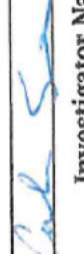
NOTICE: The information provided in this form is intended to provide clarity to issues that have arisen during the investigation process between the TCEQ and the regulated entity named above and does not represent final TCEQ findings related to violations. Any potential or alleged violations discovered after the date on this form will be communicated by telephone to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in a final investigation report.

Issue	For Records Request: Identify the necessary records, the company contact and date due to the agency. For Alleged and Potential Violation issues: include the rule in question with the clearly described potential problem. Other type of issues: fully describe.	Description of Issue
No.	Rule Citation (if known)	
1.	AV TWC 11.081	Unlawful Use of State Water. No person may willfully take, divert, or appropriate any state water for any purpose without first complying with all applicable requirements of this chapter.
	TWC 11.096	Obstruction of Navigable Streams. No person may obstruct the navigation of any stream which can be navigated by steamboats, keelboats, or flatboats by cutting and felling trees or by building on or across the stream any dike, milldam, bridge, or other obstruction.
	TWC 11.121	Permit Required. Except as provided in Sections 11.142, 11.1421, and 11.1422 of this code, no person may appropriate any state water or begin construction of any work designed for the storage, taking, or diversion of water without first obtaining a permit from the commission to make the appropriation.
	TWC 11.142	Permit Exemptions. (a) Without obtaining a permit, a person may construct on the person's own property a dam or reservoir with normal storage of not more than 200 acre-feet of water for domestic and livestock purposes. A person who temporarily stores more than 200 acre-feet of water in a dam or reservoir described by this subsection is not required to obtain a permit for the dam or reservoir if the person can demonstrate that the person has not stored in the dam or reservoir more than 200 acre-feet of water on average in any 12-month period. This exemption does not apply to a commercial operation.

Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

Did the TCEQ document the regulated entity named above operating without proper authorization?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Did the investigator advise the regulated entity representative that continued operation is not authorized?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Document Acknowledgment. The signature on this document establishes only that the regulated entity (company) representative received a copy of this document and associated continuation pages on the date noted. If contact was made by telephone, the document will be faxed to the regulated entity; therefore, signature not required.

 Carlos Serna	Emailed to Mr. Josh Jones	05/01/2023	05/01/2023
Investigator Name (Signed & Printed)	Regulated Entity Representative Name	Date	Date

If you have questions about any information on this form, please contact your local TCEQ Regional Office. Individuals are entitled to request and review their personal information that the agency gathers on its forms. They may also have any errors in their information corrected. To review such information, call 512-239-3282.

Josh Jones

From: Lindamood, Steven D CIV USARMY CESWF (USA)
[REDACTED]
Sent: Tuesday, February 7, 2023 9:55 AM
To: Josh Jones
Subject: SWF-2022-00573 - Pedernales River Notice of Violation
Importance: High

Mr. Jones,

This email is a Notice of Violation regarding the unauthorized discharge of dredged and/or placement of fill materials into waters of the United States within the Pedernales River adjacent to your property located near 1365 Pump Station Road, near Fredericksburg, Gillespie County, Texas. This violation has been assigned Project Number SWF-2022-00573, please refer to this number when contacting our office regarding this matter. It appears from your previous responses and supplied documentation, and other information available to us, that you have discharged and/or placed fill materials into waters of the United States, i.e., the Pedernales River, during the construction of a dam and placement of fill materials up and downstream from the dam.

Section 404 of the Clean Water Act requires that a Department of the Army (DA) permit be obtained for the placement or discharge of dredged and/or fill material into waters of the U.S., including jurisdictional wetlands, prior to conducting the work (33 United States Code 1344). The Pedernales River is a water of the U.S. The activity described above required a permit from us. We reviewed our records and concluded a DA permit was not obtained. Therefore, the work is in violation of Section 301 of the Clean Water Act. We have determined further enforcement actions will not be taken against you at this time, provided you discontinue unauthorized work within our jurisdiction. Continuation of unauthorized work in areas subject to our Regulatory jurisdiction shall be considered a knowing, repeat, and flagrant violation of Federal law.

Failure to comply with the above requests will result in continued enforcement actions with possible referral of the case to the U.S. Attorney or the U.S. Environmental Protection Agency. Also, if further unauthorized work is performed after receipt of this email, the U.S. Army Corps of Engineers may seek immediate legal action to halt such activity.

We look forward to your cooperation in resolving this matter. Please contact me directly if you have any questions concerning this matter or if you have any questions about our Regulatory program.

Steve Lindamood
Regulatory Biologist - Enforcement & Compliance Branch United States Army Corps of Engineers Fort Worth District
CESWF-RDC Fort Worth, Texas
Office: 817-886-1670
Email: [REDACTED]

Regulatory Program staff regularly telework and/or are in the field working. We prefer you do not mail hard copy documents to any Regulatory staff or office. For further details on corresponding with us, please view our Electronic Submittal Instructions at:

<https://www.swf.usace.army.mil/Missions/Regulatory/Electronic-Submittal-Instructions/>

USACE Fort Worth District Regulatory Division Website <http://www.swf.usace.army.mil/Missions/Regulatory.aspx>

I am committed to providing great service to you,

please complete the customer survey found at: <https://regulatory.ops.usace.armi.mil/customer-service-survey/>

-----Original Message-----

From: Lindamood, Steven D CIV USARMY CESWF (USA)
Sent: Monday, February 06, 2023 10:46 AM
To: Josh Jones <[REDACTED]>
Subject: RE: SWF-2022-00573 - C&D Order Response

Mr. Jones,

I did receive an auto-generated notice from the DoD Safe system indicating that you successfully uploaded 8 items; I will download and look at them either this afternoon or tomorrow and let you know if I have any questions.

Thanks again.

Steve Lindamood
Regulatory Biologist - Enforcement & Compliance Branch United States Army Corps of Engineers Fort Worth District
CESWF-RDC Fort Worth, Texas
Office: 817-886-1670
Email: [REDACTED]

Regulatory Program staff regularly telework and/or are in the field working. We prefer you do not mail hard copy documents to any Regulatory staff or office. For further details on corresponding with us, please view our Electronic Submittal Instructions at:

<https://www.swf.usace.army.mil/Missions/Regulatory/Electronic-Submittal-Instructions/>

USACE Fort Worth District Regulatory Division Website <http://www.swf.usace.army.mil/Missions/Regulatory.aspx>

I am committed to providing great service to you,

please complete the customer survey found at: <https://regulatory.ops.usace.armi.mil/customer-service-survey/>

-----Original Message-----

From: Josh Jones <[REDACTED]>
Sent: Monday, February 06, 2023 10:41 AM
To: Lindamood, Steven D CIV USARMY CESWF (USA) [REDACTED]
Subject: [URL Verdict: Unknown][Non-DoD Source] RE: SWF-2022-00573 - C&D Order Response

Good morning, I just uploaded to the link; please advise if received. Note there should be 8 attachments, a mixture of still pictures, videos and screenshots to provide the most accurate representation of info without physically being there yourself.

Please let me know how I can assist further.

Josh