

TCEQ Interoffice Memorandum

TO: Office of the Chief Clerk
Texas Commission on Environmental Quality

THRU: Chris Kozlowski, Team Leader
Water Rights Permitting Team

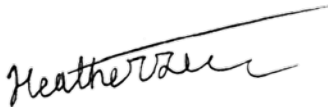
FROM: Heather Zuo, Project Manager
Water Rights Permitting Team

DATE: November 5, 2025

SUBJECT: Kimberlin on the Brazos, LLC
ADJ 4013
CN606294692, RN105806855
Application No. 12-4013C to Amend Certificate of Adjudication
No. 12-4013
Texas Water Code § § 11.121, 11.122, Requiring Published and
Mailed Notice
Unnamed Tributary of Loving Creek and Brazos River, Brazos River
Basin
Palo Pinto County

The application was received on August 29, 2025, and fees were received on September 3, 2025. Additional information was received on September 12, 2025, and October 14 and 27, 2025. The application was declared administratively complete and accepted for filing with the Office of the Chief Clerk on November 5, 2025. Published and mailed notice to the water right holders of record in the Brazos River Basin is required pursuant to Title 30 Texas Administrative Code § 295.158(b).

All fees have been paid and the application is sufficient for filing.



Heather Zuo, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

OCC Mailed Notice Required ☒ **YES** ☐ **NO**

Brooke T. Paup, *Chairwoman*
Catarina R. Gonzales, *Commissioner*
Tonya R. Miller, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

November 5, 2025

Mr. Mark Harmon
Empennage LLC
4205 Bamford Drive
Austin, TX 787311-1347

VIA E-MAIL

RE: Kimberlin on the Brazos, LLC
ADJ 4013
CN606294692, RN105806855
Application No. 12-4013C to Amend Certificate of Adjudication No. 12-4013
Texas Water Code § § 11.121, 11.122, Requiring Published and Mailed Notice
Unnamed Tributary of Loving Creek and Brazos River, Brazos River Basin
Palo Pinto County

Dear Mr. Harmon:

This acknowledges receipt, on October 14 and 27, 2025, of additional information.

The application was declared administratively complete and filed with the Office of the Chief Clerk on November 5, 2025. Staff will continue processing the application for consideration by the Executive Director.

Please be advised that additional information may be requested during the technical review phase of the application process.

If you have any questions concerning the application, please contact me via email at Heather.Zuo@tceq.texas.gov or by telephone at (512) 239-4636.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Zuo", written over a horizontal line.

Heather Zuo, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Cc: Mr. John Kimberlin
Kimberlin on the Brazos, LLC
3322 Shorecrest Drive, Suite 200
Dallas, TX 75235-2010

Cc: Mr. Corey Frentress, Engineer
Frentress Engineering, LLC
36504 Highway 19 South
Athens, TX 75751

Heather Zuo

From: Carla Forney [REDACTED]
Sent: Monday, October 27, 2025 3:06 PM
To: Humberto Galvan
Cc: Macy Beauchamp; Heather Zuo
Subject: Kimberlin on the Brazos

The consent letter needed from Charlotte Kimberlin for Authorization 4 was sent through the portal to each of you.

Please let me know if you need anything further.

Carla Forney
Frentress Engineering LLC
903-904-5046

The message and information contained in or attached to this communication is privileged and confidential, and intended only for the person named above. If you are not the intended recipient of this transmission, you are hereby notified that any dissemination, distribution or copying of this communication to anyone other than the intended recipient is strictly prohibited. If you received this communication in error, do not read it. Please immediately reply to the sender that you have received this communication in error and then please delete this communication from your computer. Thank you.

KIMBERLIN ON THE BRAZOS, LLC.

Kimberlin on the Brazos LLC

Charlotte Kimberlin

3322 Shorecrest Drive, Suite 200

Dallas Texas 75235

RE: Letter of Consent

This letter is consent that the applicant Kimberlin on the Brazos LLC is also the owner of Kimberlin P.K. Trust. This letter shall serve as notice that Charlotte Kimberlin gives consent to sign documents in regards to proposed water rights inundating land owned by Kimberlin P.K. Trust, 1,518.75 acres recorded in Volume 670 Page 287 of Palo Pinto County Public Deed Records.

Printed Name: Charlotte Kimberlin

Signature: Charlotte Kimberlin

Owner: Kimberlin on the Brazos LLC

Owner: Kimberlin P.K. Trust

FRENTRESS ENGINEERING, LLC
6504 State Hwy 19 S.
PO Box 1463
Athens, Texas 75751
Phone: (903)904-5046



October 13, 2025

TCEQ
Water Availability Division, MC-160
12100 Park 35 Circle
Austin, Texas 78753

**Re: Kimberlin on the Brazos, LLC
Water Rights Application Certification No. 12-4013
CN606294692, RN105806855
Application No. 12-4013C to Amend Certificate of Adjudication No. 12-4013
Water Code § 11.121 & 11.122, Requiring Full Mailed and Published Notice
Brazos River, Brazos River Basin
Palo Pinto County**

To Heather Zuo:

Attached you will find written evidence that John Z Kimberlin and Charlotte Parks Kimberlin are authorized to sign the above referenced application.

If you have any questions, please feel free to give me a call at 903-904-5046.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Corey Frentress'. The signature is fluid and cursive, with the first name 'Corey' and last name 'Frentress' clearly distinguishable.

Corey Frentress, P.E.

KIMBERLIN ON THE BRAZOS, L.L.C.
a Texas limited liability company

Company Agreement

THE SECURITIES REFERRED TO IN THIS COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 AS AMENDED (THE "ACT") OR THE SECURITIES LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION. ACCORDINGLY, THEY MAY NOT BE TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION UNLESS AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS IS AVAILABLE. THIS COMPANY AGREEMENT CONTAINS ADDITIONAL RESTRICTIONS ON TRANSFER OF THESE SECURITIES.

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COMPANY AGREEMENT
OF
KIMBERLIN ON THE BRAZOS, L.L.C.
A Texas Limited Liability Company

This COMPANY AGREEMENT OF KIMBERLIN ON THE BRAZOS, L.L.C. (this "*Agreement*"), dated as of August 24, 2023, is adopted, executed, and agreed to, for good and valuable consideration, by the Members (as defined in Sec. 2.01).

Article 1 – Organization

1.01. Formation. KIMBERLIN ON THE BRAZOS, L.L.C. (the "*Company*") has been organized as a Texas limited liability company by the filing of a Certificate of Formation with the Texas Secretary of State (the "*Certificate*") under and pursuant to the Business Organizations Code (as amended from time to time, the "*BOC*").

1.02. Name. The name of the Company is "KIMBERLIN ON THE BRAZOS, L.L.C." and all Company business must be conducted in that name or such other names that may be selected by the Managers (as defined in Sec. 5.01) and that comply with applicable law.

1.03. Registered Office; Registered Agent; Offices. The registered office and registered agent of the Company in the State of Texas shall be as specified in the Certificate or as designated by the Managers in the manner provided by applicable law. The offices of the Company shall be at such places as the Managers may designate, which need not be in the State of Texas.

1.04. Purposes. The purposes of the Company are those set forth in the Certificate.

1.05. Foreign Qualification. Prior to the Company's conducting business in any jurisdiction other than Texas, the Managers shall cause the Company to comply with all requirements necessary to qualify the Company as a foreign limited liability company in that jurisdiction.

1.06. Term. The Company commenced on the date of filing the Certificate with the Secretary of State of Texas and shall continue in existence until its business and affairs are wound up and the Company is terminated as provided in Article 8 of this Agreement.

Article 2 - Membership; Dispositions of Interests

2.01. Members; Sharing Ratios. The members of the Company ("*Members*") are the persons or entities ("*Persons*") executing this Agreement as of the date hereof as members and each Person that is hereafter admitted to the Company as a member in accordance with this Agreement. If a Member shall have made a Disposition of all or any portion of its Membership Interest but shall have retained any rights therein, then solely with respect to the Membership Interest (or portion thereof) so disposed, all references to "Member" that appear in Article 4 and

Sec. 8.02(b) shall be deemed to refer to the assignee of such Membership Interest but such assignee shall have no other rights or privileges hereunder. The *Sharing Ratio* and *Commitment* (herein so called) of each initial Member is set forth on *Exhibit A*.

2.02. Dispositions of Membership Interests. A Member may not make a sale, assignment, transfer, conveyance, gift, exchange, or other disposition (voluntarily, involuntarily, or by operation of law) ("*Disposition*") of all or any portion of its rights or interest in the Company ("*Membership Interest*"), other than a Disposition to a descendent of Charlotte Parks Kimberlin or a trust for such descendent of Charlotte Parks Kimberlin, except with the consent of the Managers, calculated without reference to the Member desiring to make such Disposition. Any attempted Disposition of all or any portion of a Membership Interest, other than in strict accordance with this Sec. 2.02, shall be null and void *ab initio*. A Person to whom a Membership Interest is Disposed (including as a result of the death of a Member) may be admitted to the Company as a member only with the consent of the Managers; and (without limiting the generality of Sec. 5.02) each Manager's and Member's consent may be given or withheld in its sole and absolute discretion, with or without cause, and subject to such conditions as it shall deem appropriate ("*Sole Discretion*"). In connection with any Disposition of a Membership Interest or any portion thereof, and any admission of an assignee as a Member, the Member making such Disposition and the assignee shall furnish the Managers with such documents regarding the Disposition as the Managers may request (in form and substance satisfactory to the Managers), including a copy of the Disposition instrument, and a ratification by the assignee of this Agreement (if the assignee is to be admitted as a Member).

2.03. Encumbrances of Membership Interests. A Member may not pledge, mortgage, subject to a security interest or lien, or otherwise encumber (voluntarily, involuntarily, or by operation of law) all or any portion of its Membership Interest without the consent of the Managers and a Majority Interest, calculated without reference to the Member desiring to make such encumbrance.

2.04. Creation of Additional Membership Interests. Additional Membership Interests may be created and issued to existing Members or to other Persons, and such other Persons may be admitted to the Company as Members, at the direction of the Managers and a Majority Interest, on such terms and conditions, and with such Sharing Ratios and Commitments, as the Managers and such Majority Interest may determine at the time of admission. The Managers may reflect the admission of any new Members or the creation of any new class or group of Member in an amendment to this Agreement that need be executed only by the Managers.

2.05. Withdrawal. A Member does not have the right or power to withdraw from the Company.

2.06. Information. In addition to the other rights specifically set forth in this Agreement, each Member and each assignee is entitled to all information to which that Member or Assignee is entitled to have access pursuant to the BOC under the circumstances and subject to the conditions therein stated.

2.07. Liability to Third Parties. No Member or Manager shall be liable for the debts, obligations, or liabilities of the Company, including under a judgment decree or order of a court.

2.08. Expulsion. A Member may not be expelled from the Company.

Article 3 - Capital Contributions

3.01. Initial Contributions. Contemporaneously with the execution by such Member of this Agreement, each Member shall make the contributions to the capital of the Company ("*Capital Contributions*") described for that Member in *Exhibit A*.

3.02. Subsequent Contributions. Without creating any rights in favor of any third party, each Member shall contribute to the Company, in cash, on or before the date specified as hereinafter described, that Member's Sharing Ratio of all monies that in the judgment of the Managers and a Majority Interest are necessary to enable the Company to cause the assets of the Company to be properly operated and maintained and to discharge its costs, expenses, obligations, and liabilities; provided, however, that a Member is not obligated to contribute a total amount that, when added to all Capital Contributions that Member previously has made pursuant to Sec. 3.01 or this Sec. 3.02, exceeds that Member's Commitment described for that Member in *Exhibit A*.

3.03. Failure to Contribute.

(a) If a Member does not contribute, within ten (10) days of the date designated by the managers, all or any portion of a Capital Contribution that Member is required to make as provided in this Agreement, the Managers may cause the Company to exercise, on notice to that Member (the "Delinquent Member"), one or more of the following remedies:

(i) taking such action (including court proceedings), at the cost and expense of the Delinquent Member, as the Managers may deem appropriate to obtain payment by the Delinquent Member of the portion of the Delinquent Member's Capital Contribution that is in default, together with interest thereon from the date that the Capital Contribution was due until the date that it is made, at a rate per annum equal to the lesser of (A) the maximum rate permitted by applicable law and (B) two percent (2%) plus the interest rate publicly quoted by *The Wall Street Journal* from time to time as its prime commercial or similar reference interest rate, with adjustments to be made on the same date as any change in that rate;

(ii) exercising the rights of a secured party under the Uniform Commercial Code of the State of Texas, as more fully set forth in Sec. 3.03(b); or

(iii) exercising any other rights and remedies available at law or in equity.

(b) Each Member grants to the Company, as security for the payment of all Capital Contributions that Member has agreed to make, a security interest in and a general lien on its Membership Interest and the proceeds thereof, all under the Uniform Commercial Code of the State of Texas. On any default in the payment of a Capital Contribution, the Company is entitled to all the rights and remedies of a secured party

under the Uniform Commercial Code of the State of Texas with respect to the security interest granted in this Sec. 3.03(b). Each Member shall execute and deliver to the Company all financing statements and other instruments that the Managers may request to effectuate and carry out the preceding provisions of this Sec. 3.03(b). At the option of the Managers, this Agreement or a photographic, or other copy hereof may serve as a financing statement.

3.04. *Return of Contributions.* A Member is not entitled to the return of any part of its Capital Contributions or to be paid interest in respect of either its capital account or its Capital Contributions. An unrepaid Capital Contribution is not a liability of the Company or of any Member. A Member is not required to contribute or to lend any cash or property to the Company to enable the Company to return any Member's Capital Contributions.

3.05. *Advances by Members.* If the Company does not have sufficient cash to pay its obligations, any Member(s), with the consent of the Managers, may advance all or part of the needed funds to or on behalf of the Company, at such interest rate and on such other terms as such Member and the Managers may agree. An advance described in this Sec. 3.05 constitutes a loan from the Member to the Company and is not a Capital Contribution.

Article 4 - Distributions and Allocations

4.01. *Distributions.* At such time as determined by the Managers, but in no event no less often than annually on or before the thirtieth (30th) day after the end of the fiscal year, Net Cash Flow (as defined in this Sec. 4.01) for each fiscal year (or such shorter period for which the distribution is made) shall be distributed to the Members in proportion to their Sharing Ratios. The term "Net Cash Flow" shall mean all cash funds derived by the Company (including interest received on reserves, borrowings, and capital transactions), without reduction for any non-cash charges, but less cash funds used to pay current operating expenses, debt payments, capital improvements, replacements, and establish reasonable reserves for future expenses and costs as determined by the Managers.

4.02. *Allocations.* All items of income, gain, loss, deduction, and credit of the Company shall be allocated to the Members in their Sharing Ratios.

Article 5 - Management

5.01. *Management by Managers.*

(a) Subject to the provisions of Sec. 5.02, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, managers of the Company ("*Managers*"). No Member in its capacity as a Member has the right, power, or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company.

(b) In managing the business and affairs of the Company and exercising its powers, the Managers shall act (i) collectively through resolutions adopted at meetings and in written consents pursuant to Secs. 5.04 and 5.08; and (ii) through committees and

individual Managers to which authorities and duties have been delegated pursuant to Sec. 5.05. No Manager has the right, power, or authority to act for or on behalf of the Company, to do any act that would be binding on the Company, or to incur any expenditures on behalf of the Company, except in accordance with the immediately preceding sentence. Decisions or actions taken by the Managers in accordance with this Agreement (including this Sec. 5.01 and Sec. 5.02) shall constitute decisions or actions by the Company and shall be binding on each Manager, Member, Officer (as defined in Sec. 5.09), and employee of the Company.

5.02. Decisions Requiring Member Consent. Notwithstanding any power or authority granted the Managers under the BOC, the Certificate or this Agreement, (a) the Managers may not make any decision or take any action for which the consent of a Majority Interest or other consent of the Members is expressly required by the Certificate or this Agreement, without first obtaining such consent.

Each Member may, with respect to any vote, consent, or approval that it is entitled to grant pursuant to this Agreement, grant or withhold such vote, consent, or approval in its Sole Discretion.

5.03. Selection of Managers. The number of Managers of the Company shall be the number set forth in the Certificate as the number of initial Managers, unless such number is changed by a Majority Interest. The initial Managers of the Company shall be the Persons named in the Certificate as the initial Managers. Managers need not be Members or residents of the State of Texas. Each Manager (whether an initial or a successor Manager) shall cease to be a Manager upon the earliest to occur of any of the following events: (a) such Manager shall engage in gross negligence, or willful misconduct in the performance of its duties as a Manager and, as a result thereof, shall be removed by a Majority Interest at a meeting of the Members called for that purpose; (b) such Manager shall resign as a Manager, by giving notice of such resignation to the Members; or (c) such Manager shall die, dissolve (unless its business is continued without the commencement of liquidation or winding up), or become bankrupt (as defined in the BOC). Any vacancy in any Manager position may be filled by a Majority Interest at a meeting of the Members called for that purpose.

5.04. Meetings of Managers. Regular meetings of the Managers may be held on such dates and at such times as shall be determined by the Managers, with notice of the establishment of such regular meeting schedule being given to each Manager that was not present at the meeting at which it was adopted. Special meetings of the Managers may be called by any Manager by notice thereof (specifying the place and time of such meeting) that is delivered to each other Manager at least twenty-four (24) hours prior to such meeting. Neither the business to be transacted at, nor the purpose of, such special meeting need be specified in the notice (or waiver of notice) thereof. Unless otherwise expressly provided in this Agreement, at any meeting of the Managers, a majority (by number) of the Managers shall constitute a quorum for the transaction of business, and an act of a majority (by number) of the Managers who are present at such a meeting at which a quorum is present shall be the act of the Managers. The provisions of this Sec. 5.04 shall be inapplicable at any time that there is only one Manager.

5.05. Committees of Managers; Delegation of Authority to Individual Managers. The Managers may designate one or more committees, each of which shall be comprised of one or more of the Managers, and may designate one or more of the Managers as alternate members of any committee. Except for matters that cannot be delegated to such a committee pursuant to the BOC (but notwithstanding the last sentence of the BOC), any such committee, to the extent provided in the resolution establishing it, shall have and may exercise all of the authority that may be exercised by the Managers. Regular and special meetings of such committee shall be held in the manner designated by the Managers or, if not so designated, by such committee. The Managers may dissolve any committee at any time. In addition, the Managers may delegate to one or more Managers such authority and duties, and assign to them such titles, as the Managers may deem advisable. Any such delegation may be revoked at any time by the Managers.

5.06. Compensation. The Managers shall receive such compensation, if any, for their services as may be designated by a Majority Interest. In addition, the Managers shall be entitled to be reimbursed for out-of-pocket costs and expenses incurred in the course of their service hereunder.

5.07. Meetings of Members. An annual meeting of the Members for the transaction of such business as may properly come before the meeting shall be held on such date and at such time as the Managers shall specify in the notice of the meeting, which shall be delivered to each Member at least twenty (20) days prior to such meeting. Special meetings of the Members may be called by the Managers or by Members having among them at least ten percent (10%) of the Sharing Ratios of all Members. Any such meeting shall be held on such date and at such time as the Person calling such meeting shall specify in the notice of the meeting, which shall be delivered to each Member at least ten (10) days prior to such meeting. Only business within the purpose or purposes described in the notice (or waiver thereof) for such meeting may be conducted at such meeting. Unless otherwise expressly provided in this Agreement, at any meeting of the Members, Members holding among them at least a majority of all Sharing Ratios (a "Majority Interest"), represented either in person or by proxy, shall constitute a quorum for the transaction of business, and an act of a Majority Interest shall be the act of the Members.

5.08. Provisions Applicable to All Meetings. In connection with any meeting of the Managers, Members, or any committee of the Managers, the following provisions shall apply:

(a) **Place of Meeting.** Any such meeting shall be held at the principal place of business of the Company, unless the notice of such meeting (or resolution of the Managers or committee, as applicable) specifies a different place, which need not be in the State of Texas.

(b) **Waiver of Notice Through Attendance.** Attendance of a Person at such meeting (including pursuant to Sec. 5.08(e)) shall constitute a waiver of notice of such meeting, except where such Person attends the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

(c) **Proxies.** A Person may vote at such meeting by a written proxy executed by that Person and delivered to another Manager, Member, or member of the committee, as applicable. A proxy shall be revocable unless it is stated to be irrevocable.

(d) **Action by Written Consent.** Any action required or permitted to be taken at such a meeting may be taken without a meeting, without prior notice, and without a vote if a consent or consents in writing, setting forth the action so taken, is signed by the Managers, Members, or members of the committee, as applicable, having not fewer than the minimum number of Sharing Ratios or votes that would be necessary to take the action at a meeting at which all Members, Managers, or members of the committee, as applicable, entitled to vote on the action were present and voted.

(e) **Meetings by Telephone.** Managers, Members, or members of the committee, as applicable, may participate in and hold such meeting by means of conference telephone, videoconference, or similar communications equipment by means of which all Persons participating in the meeting can hear each other.

5.09. Officers. The Managers may designate one or more Persons to be officers of the Company ("**Officers**"), and any Officers so designated shall have such title, authorities, duties, and salaries as the Managers may delegate to them. Any Officer may be removed as such, either with or without cause, by the Managers.

5.10. Limitations on Duties and Liabilities of Managers. A Manager shall be liable to the Company and the other Members for acts or omissions in the management of the Company only in the case of gross negligence, willful misconduct or breach of this Agreement by such Manager; but a Manager shall not be liable to the Company or any other Member for any other acts or omissions, including the negligence, strict liability, or other fault or responsibility (short of gross negligence, willful misconduct, or breach of this Agreement) by such Manager. Except for such duties as may be expressly set forth in this Agreement, a Manager shall not be subject to any duties (including fiduciary duties) in the management of the Company.

5.11. Conflicts of Interest. Subject to the other express provisions of this Agreement, each Member, Manager, Officer, or affiliate thereof may engage in and possess interests in other business ventures of any and every type and description, independently or with others, including ones in competition with the Company, with no obligation to offer to the Company or any other Member, Manager, or Officer the right to participate therein. The Company may transact business with any Member, Manager, Officer, or Affiliate thereof, provided the terms of those transactions are no less favorable than those the Company could obtain from unrelated third parties.

5.12. Indemnification. The Company shall indemnify, defend, protect, and hold harmless each Manager from and against all actions, suits or proceedings (collectively, "**Proceedings**"), and all other claims, demands, losses, damages, liabilities, judgments, awards, penalties, fines, settlements, costs and expenses (including court costs and reasonable attorneys' fees), arising out of the management of the Company or such Manager's service or status as a Manager. **THIS INDEMNITY SHALL APPLY TO MATTERS THAT ARISE OUT OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR RESPONSIBILITY**

BY SUCH MANAGER; PROVIDED, HOWEVER, THAT THIS INDEMNITY SHALL NOT APPLY TO MATTERS ARISING OUT OF THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF THIS AGREEMENT BY SUCH MANAGER. The Company, by adoption of a resolution of the Managers, may indemnify an Officer, employee or agent of the Company to the same extent and subject to the same conditions under which it may indemnify Managers under the preceding sentence. The Company may purchase and maintain insurance to protect itself and any Manager, Officer, employee, or agent of the Company.

Article 6 - Taxes

6.01. Tax Returns. The Company shall prepare and timely file all federal, state, and local tax returns required to be filed by the Company. Each Member shall furnish to the Company all pertinent information in its possession relating to the Company's operations that is necessary to enable the Company's tax returns to be timely prepared and filed. The Company shall deliver a copy of each such return to the Members on or before ten (10) days prior to the due date of any such return, together with such additional information as may be required by the Members in order for the Members to file their individual returns reflecting the Company's operations. The Company shall bear the costs of the preparation and filing of its returns.

6.02. Tax Elections. The Company shall make the following elections on the appropriate tax returns:

- (a) to adopt the calendar year as the Company's fiscal year;
- (b) to adopt the cash method of accounting and to keep the Company's books and records on the income-tax method;
- (c) to be a disregarded entity for federal income tax purposes; and
- (d) any other election the Managers with the consent of a Majority Interest may deem appropriate and in the best interests of the Members.

Neither the Company nor any Manager or Member may make an election for the Company to be included in the application of the provisions of subchapter K of chapter 1 of subtitle A of the Code or any similar provisions of applicable state law and no provision of this Agreement (including Sec. 1.07) shall be construed to sanction or approve such an election.

6.03. Tax Matters Member. Managers who are Members shall designate one Manager that is a Member to be the "tax matters partner" of the Company pursuant to Code Sec. 6231(a)(7) (the "*Tax Matters Member*"), or, if there is no Manager that is a Member, the Tax Matters Member shall be a Member that has the largest Sharing Ratio at the close of the applicable taxable year] that is designated as such by a Majority Interest. The Tax Matters Member shall take such action as may be necessary to cause to the extent possible each other Member to become a "notice partner" within the meaning of Code Sec. 6223. The Tax Matters Member shall inform each other Member of all significant matters that may come to its attention in its capacity as Tax Matters Member by giving notice thereof on or before the fifth business day after becoming aware thereof and, within that time, shall forward to each other Member

copies of all significant written communications it may receive in that capacity. The Tax Matters Member shall take no action without the authorization of a Majority Interest, other than such action as may be required by applicable law. Any cost or expense incurred by the Tax Matters Member in connection with its duties, including the preparation for or pursuance of administrative or judicial proceedings, shall be paid by the Company.

Article 7 - Books, Records, and Bank Accounts

7.01. Books and Records. The Managers shall keep or cause to be kept at the principal office of the Company complete and accurate books and records of the Company, supporting documentation of the transactions with respect to the conduct of the Company's business, and minutes of the proceedings of its Managers, Members, and each committee of the Managers. The books and records shall be maintained with respect to accounting matters in accordance with sound accounting practices, and all books and records shall be available at the Company's principal office for examination by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours.

7.02. Reports. Within seventy-five (75) days after the end of each taxable year, the Managers shall cause to be sent to each Member at the end of the taxable year a complete accounting of the financial affairs of the Company for the taxable year then ended.

7.03. Accounts. The Managers shall establish one or more separate bank and investment accounts and arrangements for the Company, which shall be maintained in the Company's name with financial institutions and firms that the Managers determine. The Managers may not commingle the Company's funds with the funds of any Manager or Member.

Article 8 - Winding Up and Termination

8.01. Events Requiring Winding Up.

(a) Subject to Sec. 8.01(b), the Company shall be wound up on the first to occur of the following events:

(i) the expiration of the period, if any, fixed for the duration of the Company in the Certificate;

(ii) the consent of all of the Members;

(iii) entry of a decree of judicial dissolution of the Company under the BOC; and

(iv) the occurrence of an event described in Sec. 11.056 of the BOC and the failure of the legal representative or the successor of the Member to take the actions required by Sec. 11.056 of the BOC within the time specified therein.

No other event (including an event described in the BOC) will cause the Company to be wound up.

(b) If an event described in subparagraph (i) of Sec. 8.01(a) shall occur and there shall be at least **[one]** other Member remaining, the Company shall not be wound up, and the business of the Company shall be continued, if all of the Members so agree within ninety (90) days of the occurrence of such event. If such election is made following the occurrence of an event described in subparagraph (i) of Sec. 8.01(a), the Managers shall promptly cancel or revoke the event requiring the winding up in the manner specified in BOC Chapter 101.

8.02. *Winding Up and Termination.*

(a) On the occurrence of an event described in Sec. 8.01(a), unless an election is made to continue the business of the Company pursuant to Sec. 8.01(b), the Managers shall act as liquidator or may appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company as provided in the BOC. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Managers. The costs of winding up shall be borne as a Company expense.

(b) Any assets of the Company remaining at the conclusion of the winding-up process shall be distributed among the Members in accordance with their Sharing Ratios. All distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses, and liabilities theretofore incurred or for which the Company has committed prior to the date of termination. The distribution of cash and/or property to a Member in accordance with the provisions of this Sec. 8.02(b) constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its Membership Interest and all the Company's property and constitutes a compromise to which all Members have consented within the meaning under the BOC.

(c) On completion of such final distribution, the Managers shall file Certificate of Termination with the Secretary of State of Texas, cancel any other filings made pursuant to Sec. 1.05, and take such other actions as may be necessary to terminate the existence of the Company.

8.03. *No Restoration of Deficit Capital Accounts.* No Member shall be required to pay to the Company, to any other Member or to any third party any deficit balance that may exist from time to time in any capital or similar account maintained for such Member for any purpose.

Article 9 - General Provisions

9.01. *Offset.* Whenever the Company is to pay any sum to any Member, any amounts that Member owes the Company may be deducted from that sum before payment.

9.02. *Notices.* All notices, requests, or consents under this Agreement shall be (a) in writing, (b) delivered to the recipient in person, by courier or mail or by facsimile, Internet mail ("e-mail") or similar transmission, (c) if to a Member, delivered to such Member at the applicable address on *Exhibit A* or such other address as that Member may specify by notice to the other Members, (d) if to the Managers or the Company, delivered to the Managers at the following address: 3322 Shorecrest Drive, Suite 200, Dallas, Texas 75235, and (e) effective only

upon actual receipt by such Person. Whenever any notice is required to be given by applicable law, the Certificate, or this Agreement, a written waiver thereof, signed by the Person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Each Member by executing this Agreement consents to the Company transmitting any and all notices, requests, or consents by facsimile or electronic message to the facsimile number and electronic address (email) set opposite the name of such Member on Exhibit "A" attached hereto.

9.03. *Entire Agreement; Supersedure.* This Agreement constitutes the entire agreement of the Members relating to the Company and supersedes all prior contracts or agreements with respect to the Company, whether oral or written.

9.04. *Effect of Waiver or Consent.* A waiver or consent, express or implied, to or of any breach or default by any Person in the performance by that Person of its obligations with respect to the Company is not a consent or waiver to or of 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 Company.

9.05. *Amendments of Certificate and Agreement.* The Certificate and this Agreement may be amended or restated only with the approval of the Managers and all of the Members provided, however, that amendments of the type described in Sec. 2.04 may be adopted as therein provided.

9.06. *Binding Effect.* Subject to the restrictions on Dispositions set forth in this Agreement, this Agreement is binding on and inure to the benefit of the Members and their respective heirs, legal representatives, successors, and assigns.

9.07. *Governing Law; Severability.* **THIS AGREEMENT IS GOVERNED BY AND SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS (EXCLUDING ITS CONFLICT-OF-LAWS RULES).** If any provision of this Agreement or the application thereof to any Person or circumstance is held invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to Other Persons or circumstances is not affected thereby and that provision shall be enforced to the greatest extent permitted by applicable law.

9.08. *Construction.* Unless the context requires otherwise: (a) the gender (or lack of gender) of all words used in this Agreement includes the masculine, feminine, and neuter; (b) the word "including" means "including, without limitation"; (c) references to Articles and Sections refer to Articles and Sections of this Agreement; and (d) references to Exhibits are to the Exhibits attached to this Agreement, each of which is made a part hereof for all purposes.

9.09. *Further Assurances.* In connection with this Agreement and the transactions contemplated hereby, each Member 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.

9.10. *Counterparts.* This Agreement may be executed in any number of counterparts, all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the sole Member has executed this Agreement as of the date first set forth above.

SOLE MEMBER:

PARKS KIMBERLIN LEGACY TRUST

By: Charlotte P. Kimberlin
Charlotte P. Kimberlin, Co-Trustee

By: Susan J. Goodiel
Susan J. Goodiel, Co-Trustee

EXHIBIT A

Initial Member

PARKS KIMBERLIN LEGACY TRUST
c/o Mrs. Susan J. Goodiel, Co-Trustee
3322 Shorecrest Drive, Suite 200
Dallas, Texas 75235

Initial Capital Contribution:	\$2,600,000
Commitment:	\$2,600,000
Sharing Ratio:	100%

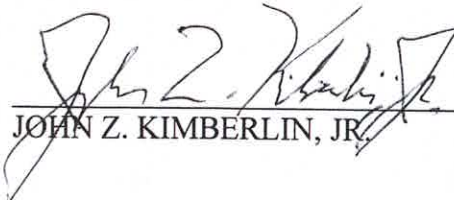
**WAIVER OF NOTICE OF THE ORGANIZATIONAL MEETING
OF THE MANAGERS OF
KIMBERLIN ON THE BRAZOS, L.L.C.**

The undersigned, being the Managers of KIMBERLIN ON THE BRAZOS, L.L.C., a Texas limited liability company, does hereby waive notice of the time, place and purpose of the Organizational Meeting of the Managers of the Company and do fix the 24th day of August 2023, at 10:00 a.m. as the time and the office of the Company as the place, for the Organizational Meeting of the Managers of KIMBERLIN ON THE BRAZOS, L.L.C.

Dated at Dallas, Texas, this August 24, 2023.

MANAGERS:


CHARLOTTE PARKS KIMBERLIN


JOHN Z. KIMBERLIN, JR.

**AGENDA FOR ORGANIZATIONAL MEETING
OF THE MANAGERS OF
KIMBERLIN ON THE BRAZOS, L.L.C.**

- I. Appointment of Temporary President and Temporary Secretary.
- II. Review of Certificate of Formation.
- III. Review of Company Agreement.
- IV. Election of Officers.
- V. Approval of Minute Book.
- VI. Seal.
- VII. Designation of Bank Account.
- VIII. Election of Fiscal Year.
- IX. Approval of Certificates of Membership Interests.
- X. Issuance of Membership Interests.
- XI. Commencing Business.

**MINUTES OF THE ORGANIZATIONAL MEETING OF
THE MANAGERS OF
KIMBERLIN ON THE BRAZOS, L.L.C.**

1. **Convening of Meeting.** The organizational meeting of the Company's Managers was convened on August 24, 2023, at 10:00 a.m. pursuant to a written Waiver of Notice of such meeting signed by the Managers named in the Certificate of Formation. This written notice will be inserted in the Company minute book immediately before these minutes. The Managers were present at the meeting, accepted their offices and entered upon the discharge of their duties. JOHN Z. KIMBERLIN, JR. was chosen as temporary President. CHARLOTTE PARKS KIMBERLIN was chosen as temporary treasurer and as temporary secretary.

2. **Acceptance of Certificate of Formation.** The temporary President proceeded to report to the meeting that the Certificate of Formation of the Company had been filed in the office of the Secretary of State of Texas on August 23, 2023, and that the Certificate of Filing was dated that same date. The Certificate of Formation was reviewed by the Managers. The Certificate of Formation was accepted and approved. A duplicate original of the Certificate of Formation and the Certificate of Filing were then exhibited to the meeting and ordered inserted in the Company's minute book.

3. **Company Agreement.** The temporary President then presented to the meeting a form of Company Agreement which had been prepared for the regulation and management of the affairs of the Company. It was reviewed section by section by the Managers. On motion duly made and unanimously passed, it was:

RESOLVED, that the Company Agreement submitted to and reviewed by the Managers be, and it is hereby, approved as the official Company Agreement, and the Secretary shall insert it in the Company's minute book.

4. **Officers.** The following were elected by the Managers to fill the following offices provided for in the Company Agreement and to serve until the first meeting of the Managers after the next annual Managers' meeting or until their successors are elected and qualified:

JOHN Z. KIMBERLIN, JR.

President

CHARLOTTE PARKS KIMBERLIN

Secretary / Treasurer

5. **Minute Book.** The Secretary presented a minute book of the Company containing a copy of the Certificate of Formation, Certificate of Filing, and Company Agreement approved at the meeting. On motion duly made and unanimously passed, it was:

RESOLVED, that (1) the minute book presented at this meeting by the Secretary be, and it is hereby, approved and adopted, and the action of the Secretary in inserting therein the Certificate of Formation and Certificate of Filing and the Company Agreement be, and are hereby, ratified and approved; and that (2) the Secretary is instructed to retain custody of the minute book and to insert therein the minutes of this meeting and of other proceedings of the Managers.

6. **Seal.** The Secretary presented a form of Company seal designated in accordance with the applicable regulation provision. On motion duly made and unanimously passed, it was:

RESOLVED, that the Company seal, an impression of which appears to the left of this resolution, be, and it is hereby, approved and adopted.

7. **Bank Account.** The Secretary discussed the establishment of a checking account and other related banking activities. On motion duly made and unanimously passed, it was:

RESOLVED, that any approved commercial lending institution, be and it is hereby, designated as the official depository for the Company's funds and that the President and Secretary of the Company be, and they are hereby, authorized to execute the approved institution's standard form resolution creating the Company account and authorizing deposits, withdrawals and borrowing.

8. **Fiscal Year.** On motion duly made and unanimously passed, it was:

RESOLVED, that the fiscal year of the Company be a fiscal year ending December 31.

9. **Certificates.** The President presented a form of certificate designed in accordance with the applicable provisions of the Company Agreement to be used to represent membership interests to be issued by the Company. On motion duly made and unanimously passed, it was:

RESOLVED, that the form of membership interest certificate be, and it is hereby approved and adopted.

10. **Issuance of Membership Interests.** Offers to sell membership interests of the Company were then made by means of letters to such effect, and the President then stated that the following offers to buy had been received:

<u>Name of Member</u>	<u>Number of Interests</u>	<u>Type and Value of Consideration</u>
PARKS KIMBERLIN LEGACY TRUST	1,000	\$2,600,000

On motion duly made and unanimously passed, it was:

RESOLVED, that the above stated numbers of the Company's authorized membership interests be issued for such consideration (which the Managers hereby finds to be the value thereof) and to the offeror stated above.

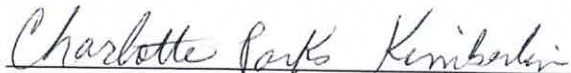
RESOLVED FURTHER, that the President and the Secretary of the Company are authorized and directed to issue certificates for such membership interests to the party named above and to deliver such certificates to such party upon receipt from such parties of the total consideration listed above; and that such membership interests, when so issued and delivered, will be fully paid and nonassessable membership interests of the Company.

Payment of such consideration was thereupon made and accepted, and the certificates were executed, delivered and accepted.

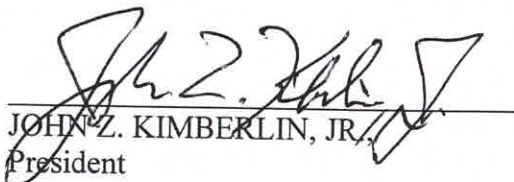
11. **Commencing Business.** The President announced that consideration of the value of at least One Thousand Dollars (\$1,000.00) had been received for the issuance of membership

interests and that consequently the Company was authorized to commence and transact business and incur indebtedness.

There being no further business to be considered, the meeting was adjourned pursuant to a motion duly made and unanimously passed.


CHARLOTTE PARKS KIMBERLIN,
Secretary / Treasurer

APPROVED:


JOHN Z. KIMBERLIN, JR.,
President

Brooke T. Paup, *Chairwoman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

September 29, 2025

Mr. Mark Harmon
Empennage LLC
4205 Bamford Drive
Austin, TX 78731-1347

VIA E-MAIL

RE: Kimberlin on the Brazos, LLC
ADJ 4013
CN606294692, RN105806855
Application No. 12-4013C to Amend Certificate of Adjudication No. 12-4013
Texas Water Code § 11.121 & 11.122, Requiring Full Mailed and Published Notice
Brazos River, Brazos River Basin
Palo Pinto County

Dear Mr. Harmon:

This acknowledges receipt, on September 4, 2025, of fees in the amount of \$1,285.62 (Receipt No. M640078, attached).

Before the application can be declared administratively complete, provide written evidence that John Z. Kimberlin, Jr. and Charlotte Parks Kimberlin are authorized to sign the application for the Applicant, pursuant to Title 30 Texas Administrative Code (TAC) §295.14(5), which states:

If the applicant is a corporation, public district, county, municipality, or other corporate entity, the application shall be signed by a duly authorized official. Written evidence in the form of bylaws, charters, or resolutions which specify the authority of the official to take such action shall be submitted. A corporation may file a corporate affidavit as evidence of the official's authority to sign.

Please provide the requested information by October 29, 2025, or the application may be returned pursuant to Title 30 TAC Code § 281.18.

If you have any questions concerning this matter, please contact me via e-mail at Heather.Zuo@tceq.texas.gov or by telephone at (512) 239-4636.

Sincerely,

A handwritten signature in black ink, appearing to read "Heather Zuo", with a stylized flourish at the end.

Heather Zuo, Project Manager
Water Rights Permitting Team
Water Rights Permitting and Availability Section

Kimberlin on the Brazos, LLC
Application No. 12-4013C
September 29, 2025
Page 2 of 2

Cc: Mr. John Kimberlin
Kimberlin on the Brazos, LLC
3322 Shorecrest Drive, Suite 200
Dallas, TX 75235-2010

Cc: Mr. Corey Frentress, Engineer
Frentress Engineering, LLC
36504 Highway 19 South
Athens, TX 75751

Attachment



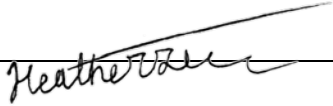
03-SEP-25 03:54 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

<u>Fee Description</u>	<u>Fee Code</u>	<u>Ref#1</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Slip Key</u>	<u>Tran Amount</u>
	<u>Account#</u>	<u>Ref#2</u>	<u>Card Auth.</u>	<u>Tran Code</u>	<u>Document#</u>	
	<u>Account Name</u>	<u>Paid In By</u>	<u>User Data</u>	<u>Rec Code</u>	<u>Tran Date</u>	
WTR USE PERMITS	WUP	M640078	1033		BS00116684	03-SEP-25
	WUP		090325	N	D6800019	
WATER USE PERMITS		KIMBERLIN	RHDAVIS	CK		
		ON THE				
		BRAZOS				
					Total (Fee Code) :	
						- \$1,285.62
					Grand Total :	
						- \$44,072.37

RECEIVED
SEP 04 2025
Water Availability Divisic

Texas Commission on Environmental Quality
TELEPHONE MEMO TO THE FILE

Call to: Corey Frentress	Call from: Heather Zuo
Date: 9/12/25	Project No: 12-4013
<p><i>Information for File follows:</i></p> <p>Mr. Frentress confirms that the Application 12-4013C does not request a change in the authorized diversion. He noted that he did not mean to say "Yes" in Item 2d. on the Technical Information Report.</p>	
Signed 	



03-SEP-25 03:54 PM

TCEQ - A/R RECEIPT REPORT BY ACCOUNT NUMBER

Fee Description	<u>Fee Code</u>	<u>Ref#1</u>	<u>Check Number</u>	<u>CC Type</u>	<u>Slip Key</u>	<u>Tran Amount</u>
	<u>Account#</u>	<u>Ref#2</u>	<u>Card Auth.</u>	<u>Tran Code</u>	<u>Document#</u>	
	<u>Account Name</u>	<u>Paid In By</u>	<u>User Data</u>	<u>Rec Code</u>	<u>Tran Date</u>	
WTR USE PERMITS	WUP	M640078	1033		BS00116684	03-SEP-25
	WUP		090325	N	D6800019	
WATER USE PERMITS		KIMBERLIN	RHDAVIS	CK		
		ON THE				
		BRAZOS				
Total (Fee Code):						-\$1,285.62
Grand Total:						-\$44,072.37

RECEIVED
SEP 04 2025
Water Availability Divisic

FRENTRESS ENGINEERING, LLC
6504 State Hwy 19 S.
PO Box 1463
Athens, Texas 75751
Phone: (903)904-5046



August 28, 2025

TCEQ
Water Availability Division, MC-160
12100 Park 35 Circle
Austin, Texas 78753

**Re: Kimberlin on the Brazos, LLC
Water Rights Application Certification No. 12-4013
Authorization 4 325 acre-feet**

To Whom it May Concern:

Enclosed you will find one hard copy and one digital copy of the water rights application for the above referenced project for your review.

Also enclosed you will find a check [#001033] in the amount of \$1,285.62 for associated fees.

If you have any questions, please feel free to give me a call at 903-904-5046.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Corey Frentress'.

Corey Frentress, P.E.

RECEIVED
AUG 29 2025
Water Availability Division

Water Rights Permit Application
for
Certificate of Adjudication
No. 12-4013
Authorization 4
for
Kimberlin on the Brazos, LLC
for
Proposed Reservoir for Flood Control
and Agricultural Use

August 2025



6504 State Highway 19 South
Athens, Texas 75751

RECEIVED
AUG 29 2025
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): Kimberlin on the Brazos, LLC

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 **Administrative Information Report**

N Additional Co-Applicant Information

N Additional Co-Applicant Signature Pages

Y Written Evidence of Signature Authority

Y **Technical Information Report**

Y USGS Map (or equivalent)

Y Map Showing Project Details

Y Original Photographs

N Water Availability Analysis

N **Worksheet 1.0**

N Recorded Deeds for Irrigated Land

N Consent for Irrigated Land

N **Worksheet 1.1**

N Addendum to Worksheet 1.1

N **Worksheet 1.2**

Y **Worksheet 2.0**

Y Additional W.S. 2.0 for Each Reservoir

Y Dam Safety Documents

Y Notice(s) to Governing Bodies

Y Recorded Deeds for Inundated Land

Y Consent for Inundated Land

Y/N

N **Worksheet 3.0**

N Additional W.S. 3.0 for each Point

N Recorded Deeds for Diversion Points

N Consent for Diversion Access

N **Worksheet 4.0**

N TPDES Permit(s)

N WWTP Discharge Data

N Groundwater Well Permit

N Signed Water Supply Contract

N **Worksheet 4.1**

Y **Worksheet 5.0**

N Addendum to Worksheet 5.0

N **Worksheet 6.0**

N Water Conservation Plan(s)

N Drought Contingency Plan(s)

N Documentation of Adoption

Y **Worksheet 7.0**

N Accounting Plan

Y **Worksheet 8.0**

Y Fees

Y Public Involvement Plan

Administrative Report

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."

Certification No. 12-4013:

Authorization 4 = 325 acre-feet

To construct a lake impoundment for flood control and agricultural consisting of volume (capacity) at normal water level is 325 acre-feet.

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?

Kimberlin on the Brazos, LLC

(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 : 606294692 (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: John Kimberlin / Charlotte Kimberlin

Title: Managers

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

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: Kimberlin on the Brazos, LLC

Mailing Address: 3322 Shorecrest Drive, Suite 200

City: Dallas State: Texas ZIP Code: 75235

Indicate an X next to the type of Applicant:

 Individual Sole Proprietorship-D.B.A.

X Partnership Corporation

 Trust Estate

 Federal Government State Government

 County Government City Government

 Other Government Other

For Corporations or Limited Partnerships, provide:

State Franchise Tax ID Number: 93-3270100 SOS Charter (filing) Number: 805197066

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: Mark Harmon

Title: Attorney

Organization Name: Empennage LLC

Mailing Address: 4205 Bamford Drive

City: Austin State: Texas ZIP Code: 78731

Phone Number: 512-789-9569

Fax Number: N/A

E-mail Address: [REDACTED]

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: John Kimberlin

Title: Owner

Organization Name: Kimberlin on the Brazos, LLC

Mailing Address: 3322 Shorecrest Drive, Suite 200

City: Dallas State: Texas ZIP Code: 75235

Phone Number: 214-351-0885

Fax Number: N/A

E-mail Address: [REDACTED]

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: Corey Frentress

Title: Engineer

Organization Name: Frentress Engineering LLC

Mailing Address: 36504 Highway 19 South

City: Athens State: Texas ZIP Code: 75751

Phone Number: 903-904-5046

Fax Number: N/A

E-mail Address: [REDACTED]

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** 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** Yes
- 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_REP/SurveyStatus_PriorThreeYears
Applicant has submitted all required TWDB surveys of groundwater and surface water?
Yes / No n/a

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, John Z. Kimberlin, Jr. Manager
(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: [Signature] Date: August 20, 2025
(Use blue ink)

Subscribed and Sworn to before me by the said

on this 20th day of August, 2025.

My commission expires on the 18th day of March, 2029.

Notary Public

Andrea Kaye Simms

County, Texas



[SEAL]

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

6. SIGNATURE PAGE (Instructions, Page. 11)

Applicant:

I, Charlotte Parks Kimberlin Manager
(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: Charlotte Parks Kimberlin Date: August 20, 2025
(Use blue ink)

Subscribed and Sworn to before me by the said

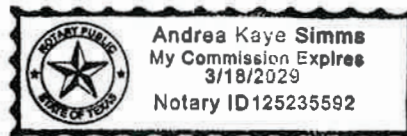
on this 20th day of August, 2025.

My commission expires on the 18th day of March, 2029.

Notary Public

Andrea Kaye Simms

County, Texas



[SEAL]

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

KIMBERLIN ON THE BRAZOS, LLC.

Kimberlin on the Brazos LLC

John Kimberlin

3322 Shorecrest Drive, Suite 200

Dallas Texas 75235

RE: Letter of Consent

This letter is consent that the applicant Kimberlin on the Brazos LLC is also the owner of Kimberlin P.K. Trust. This letter shall serve as notice that John Kimberlin gives consent to sign documents in regards to proposed water rights inundating land owned by Kimberlin P.K. Trust, 1,518.75 acres recorded in Volume 670 Page 287 of Palo Pinto County Public Deed Records.

Printed Name: John Kimberlin

Signature: 

Owner: Kimberlin on the Brazos LLC

Owner: Kimberlin P.K. Trust

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: July 29, 2025

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** No
- 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** _____*

- 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: _____)

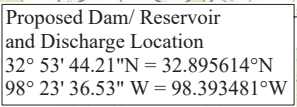
If Applicant answered yes to (a), (b) or (c), the following worksheets and documents are required:

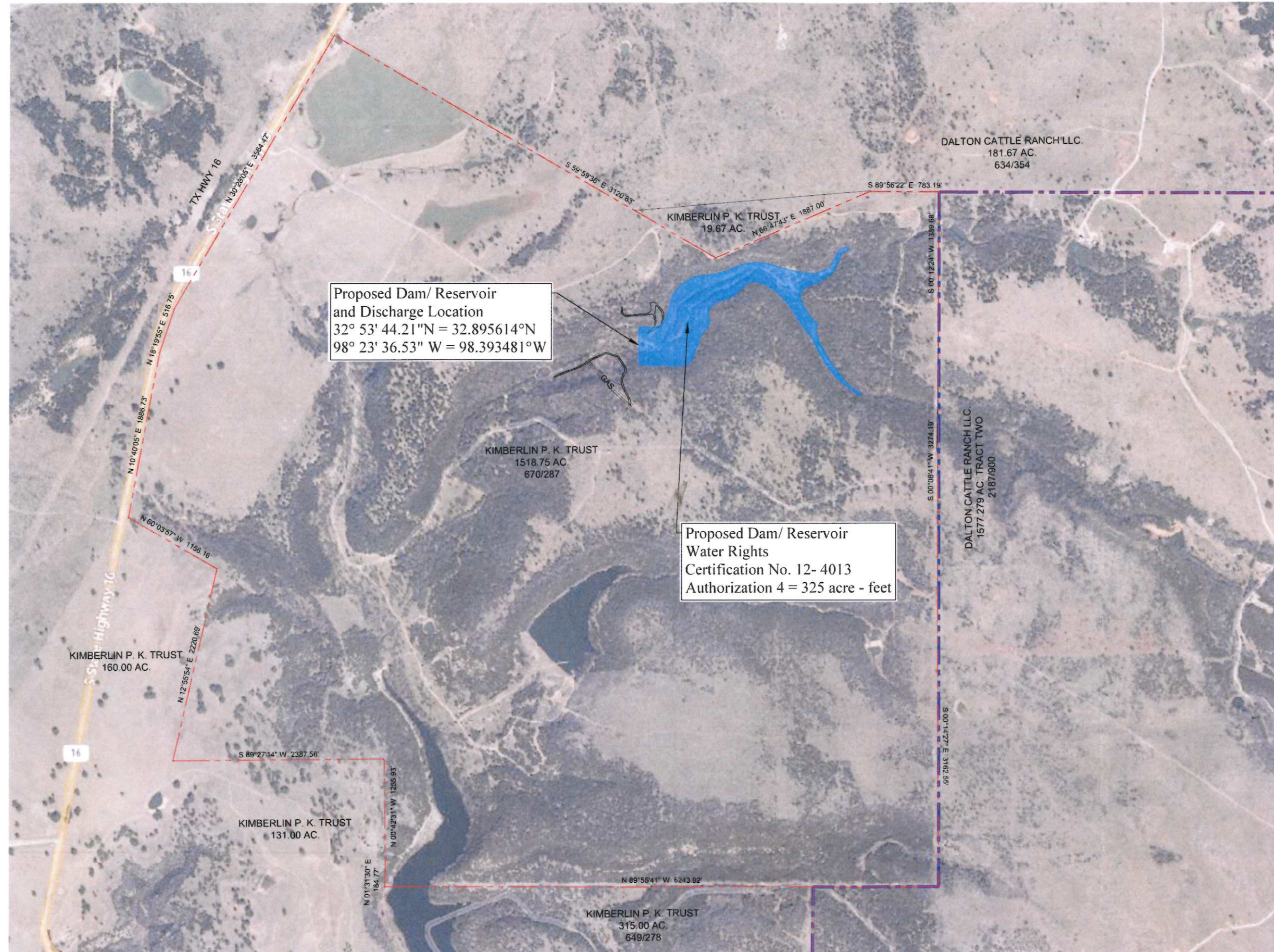
- **Worksheet 1.0 – Quantity, Purpose, and Place of Use Information Worksheet**
- **Worksheet 2.0 - Impoundment/Dam Information Worksheet** (submit one worksheet for each impoundment or reservoir requested in the application)
- **Worksheet 3.0 - Diversion Point Information Worksheet** (submit one worksheet 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).

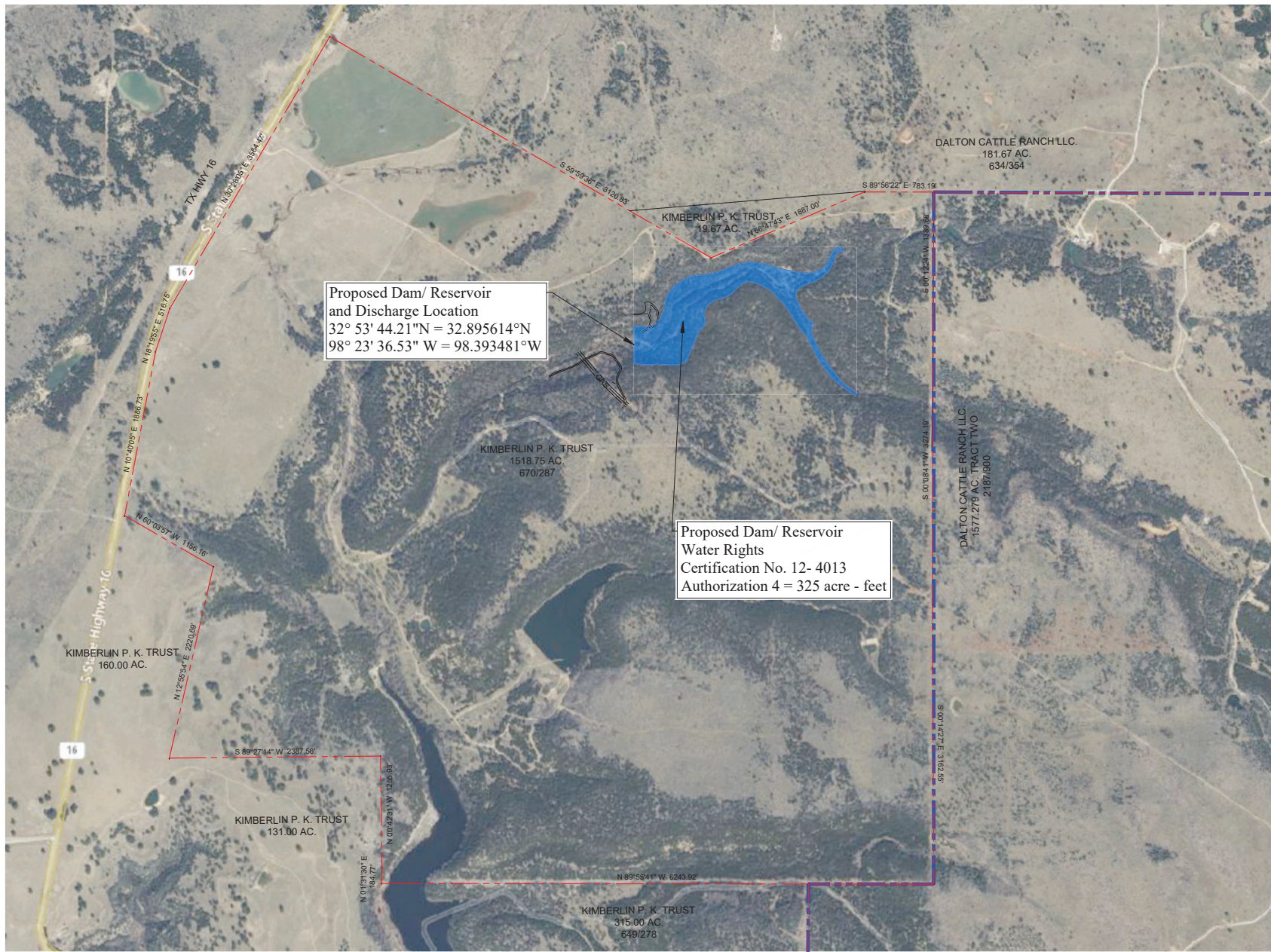
USGS Map



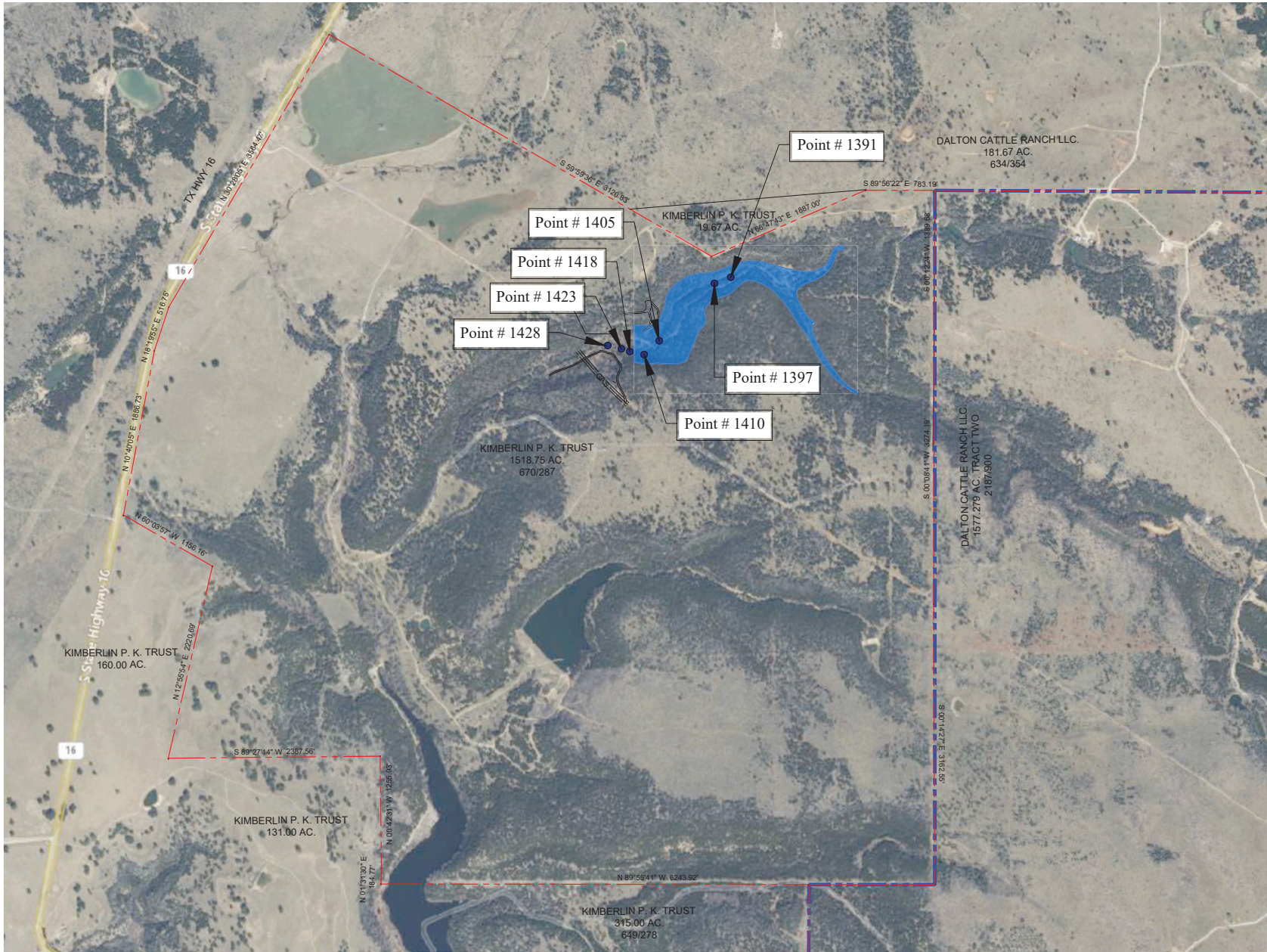
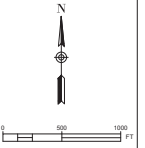


Kimberlin Ranch Flood Control Lake Dam No. 2
Job No. 25494

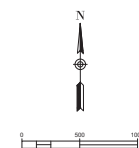
Map Showing Project Details



Original Photographs



Property Map w/ Aerial
& Stream
Measurement/Photograph
Locations



Property Map w/ USGS
& Stream
Measurement/Photograph
Locations



Stream Photo P7230418
Point # 1385 7-24-25
Water Pooled, Minimal Flow
(Looking Downstream)



Stream Photo P7230419
Point # 1385 7-24-25
(Looking Downstream)



Stream Photo P7230420
Point # 1385 7-24-25
Water Pooled Minimal Flow
(Looking Upstream)



Stream Photo P7230421
Point # 1391 7-24-25
Water Pooled, Zero Flow
(Looking Upstream)



Stream Photo P7230422
Point # 1391 7-24-25
Water Pooled, Minimal Flow
(Looking Downstream)



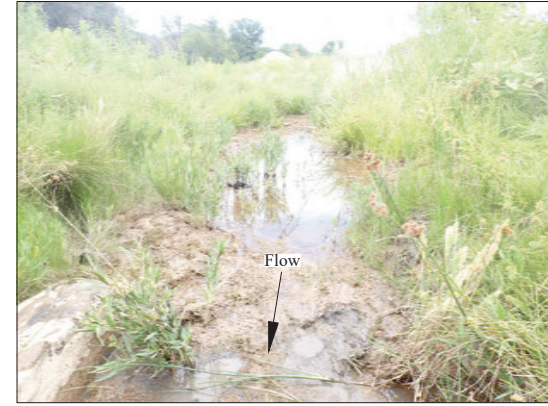
Stream Photo P7230424
Point # 1397 7-24-25
Water Pooled, Zero Flow
(Looking Upstream)



Stream Photo P7230426
Point #1402 7-24-25
Water Pooled, Minimal Flow
(Looking Upstream)



Stream Picture P7230427
Point # 1402 7-24-25
Water Pooled, Zero Flow
(Looking Downstream)



Stream Picture P7230429
Point # 1405 7-24-25
Water Pooled, Zero Flow
(Looking Upstream)



Stream Picture P7230430
Point # 1405 7-24-25
Water Pooled, Zero Flow
(Looking Downstream)



Stream Picture P7230431
Point # 1410 7-24-25
Dry Stream Bed
(Looking Upstream)



Stream Picture P7230432
Point # 1410 7-24-25
Dry Stream Bed
(Looking Downstream)



Stream Picture P7230433
Point # 1418 7-24-25
Dry Stream Bed
(Looking Upstream)



Stream Picture P7230434
Point # 1418 7-24-25
Dry Stream Bed
(Looking Downstream)



Stream Picture P7230435
Point # 1423 7-24-25
Dry Stream Bed
(Looking Upstream)



Stream Picture P7230436
Point # 1423 7-24-25
Dry Stream Bed
(Looking Downstream)

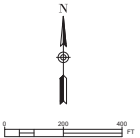
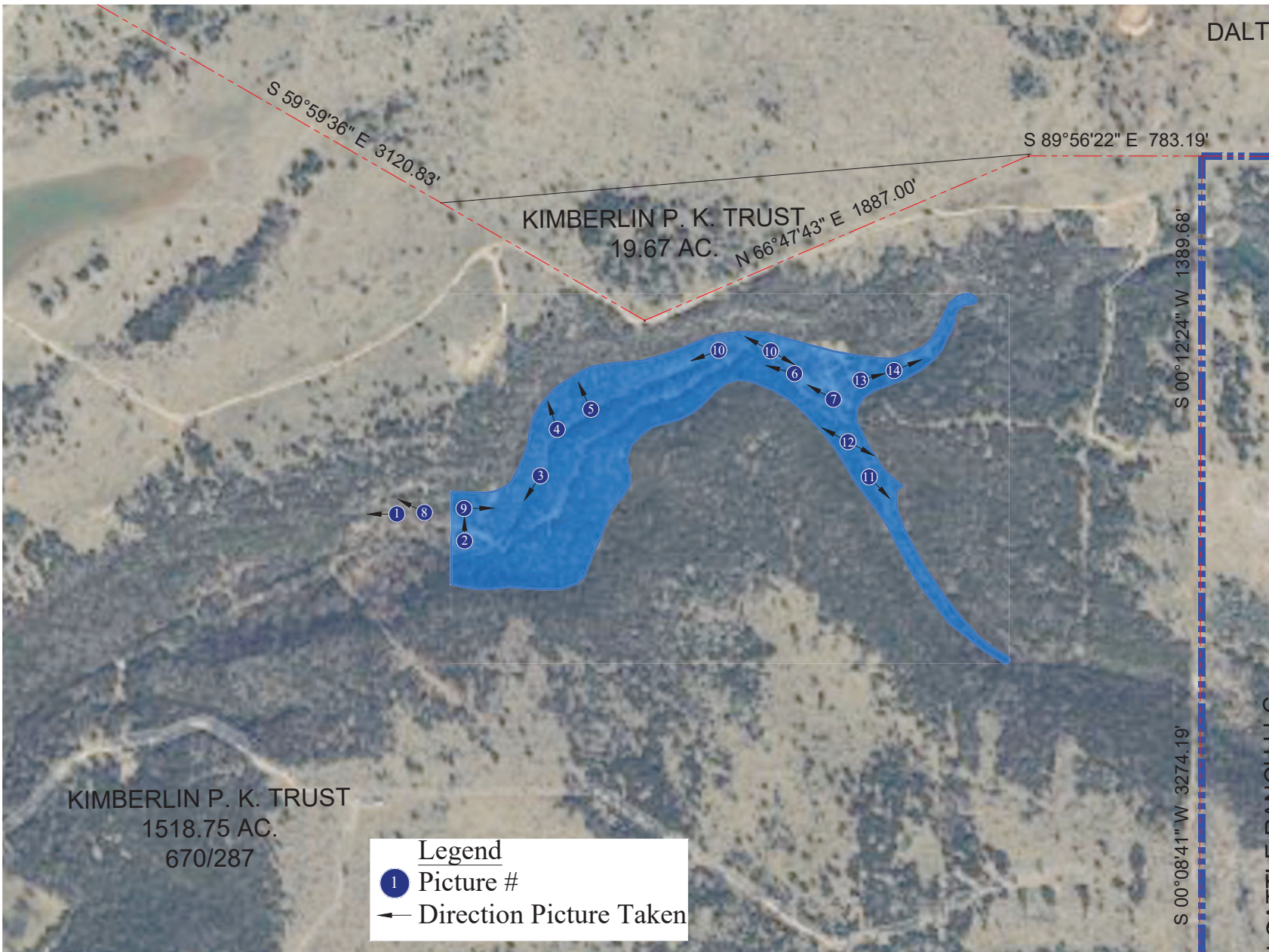


Stream Picture P7230437
Point # 1428 7-24-25
Dry Stream Bed
(Looking Upstream)



Stream Picture P7230438
Point # 1428 7-24-25
Dry Stream Bed
(Looking Downstream)

Original Photographs of Stream

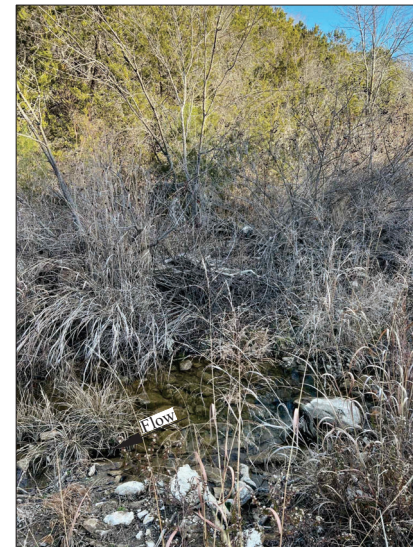




Stream Photo #1 at Lake Dam
1-7-25



Stream Photo #2 at Lake Dam
1-7-25



Stream Photo #3 in Lake Bed
1-7-25



Stream Photo #4 in Lake Bed
1-7-25



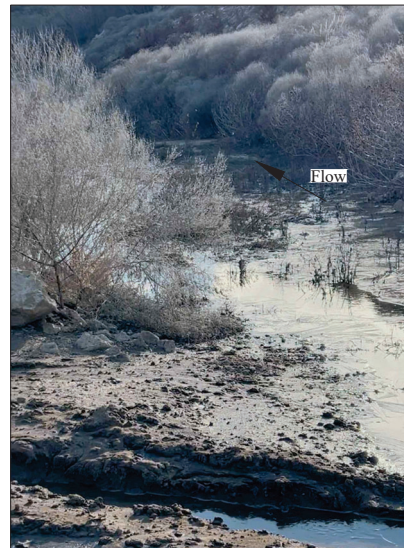
Stream Photo #5 in Lake Bed
1-7-25



Stream Photo #6 in Lake Bed
1-7-25



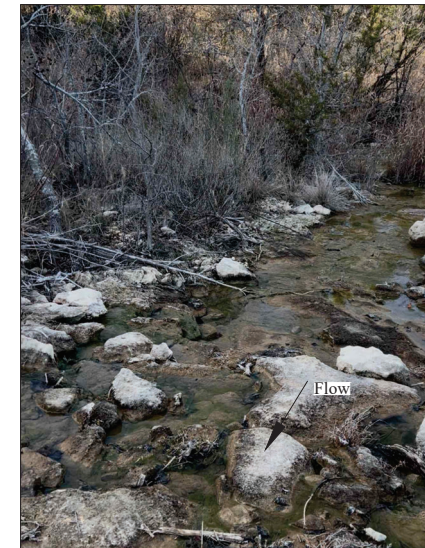
Stream Photo #7 at Lake Bed
1-7-25



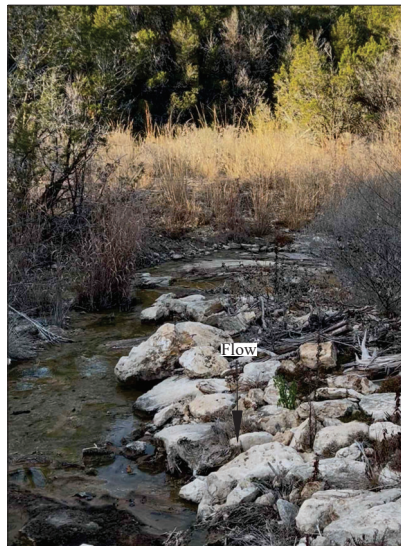
Stream Photo #8
1-7-25



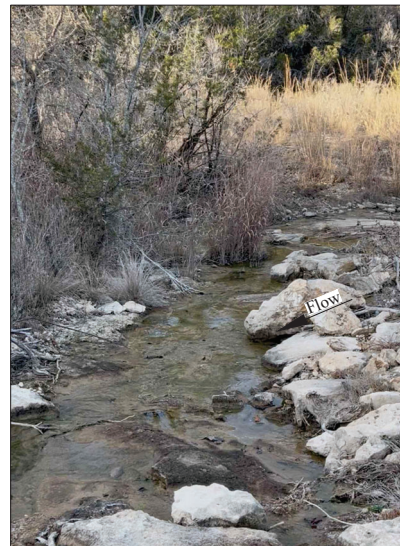
Stream Photo #9
1-7-25



Stream Photo #10
1-7-25



Stream Photo #11
1-7-25



Stream Photo #12
1-7-25

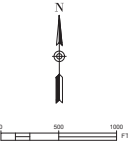


Stream Photo #13
1-7-25



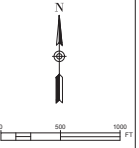
Stream Photo #14
1-7-25

Stream Flow Measurements and Channel Dimensions

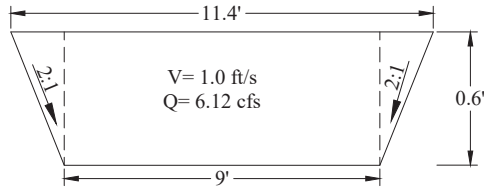


Kimberlin Ranch Flood Control Lake Dam No. 2
Job No. 25494

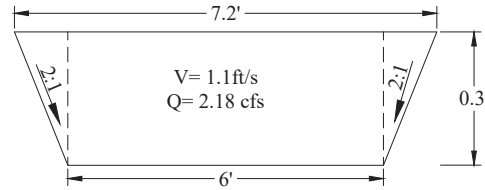
Property Map w/ USGS
& Stream
Measurement/Photograph
Locations



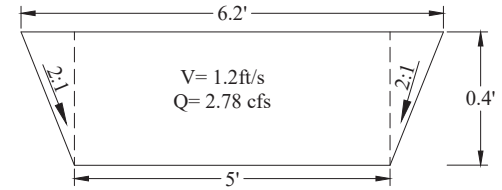
Property Map w/ Aerial
& Stream
Measurement/Photograph
Locations



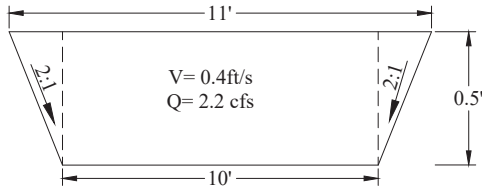
Stream Channel (6-17-25)
Point # 1391
NTS



Stream Channel (6-17-25)
Point # 1410
NTS

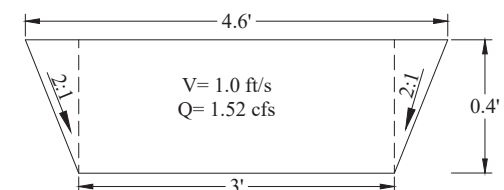


Stream Channel (6-17-25)
Point # 1418
NTS

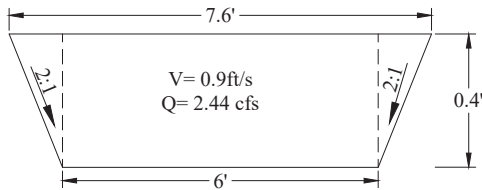


Stream Channel (6-17-25)
Point # 1397
NTS

Stream Velocity Measurement were taken w/ JDC
Electronics Flowwatch Flowmeter UNSPSC 41112500.
Velocity measurement were obtained onsite on June 24, 2025
Note: Previous Rainfall on June 16 Approx. 7" Rainfall event.



Stream Channel (6-17-25)
Point # 1423
NTS

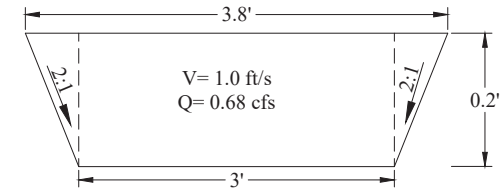


Stream Channel (6-17-25)
Point # 1405
NTS

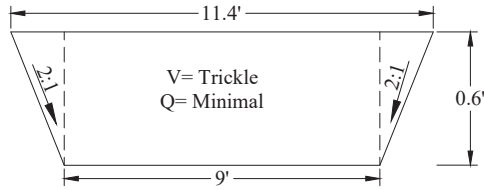
Field Measurement Notes:

Date	Point # (w/ GPS)	Flow ft/s	Water Width (Instream bed)	Water Depth
6-17-25	1391	1.0	9'	0.6'
6-17-25	1397	0.4	10'	0.5'
6-17-25	1405	0.9	6'	0.4'
6-17-25	1410	1.1	6'	0.3'
6-17-25	1418	1.2	5'	0.4'
6-17-25	1423	1.0	3'	0.4'
6-17-25	1428	1.0	3'	0.2'

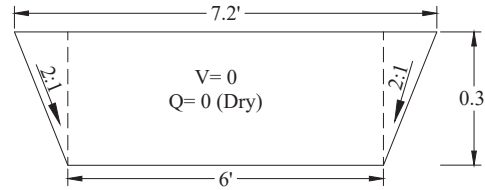
*** Last Major Rain Event
Recorded on June 16, 2025
Rainfall was 7"



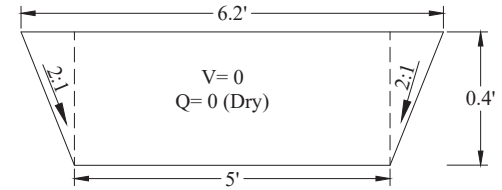
Stream Channel (6-17-25)
Point # 1428
NTS



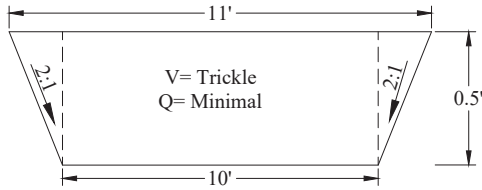
Stream Channel (7-24-25)
Point # 1391
NTS



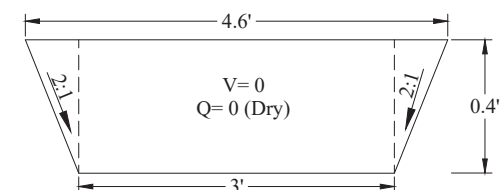
Stream Channel (7-24-25)
Point # 1410
NTS



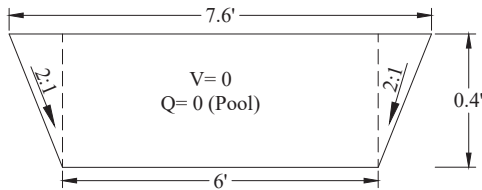
Stream Channel (7-24-25)
Point # 1418
NTS



Stream Channel (7-24-25)
Point # 1397
NTS



Stream Channel (7-24-25)
Point # 1423
NTS

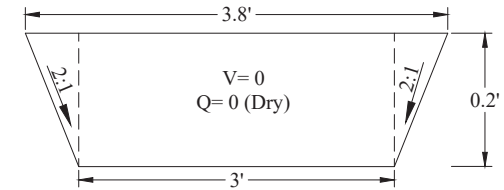


Stream Channel (7-24-25)
Point # 1405
NTS

Field Measurement Notes:

Date	Point # (w/ GPS)	Flow ft/s	Water Width (Instream bed)	Water Depth
7-24-25	1391	Trickle	7"	1/2"
7-24-25	1397	Trickle	4"	1"
7-24-25	1405	0	Pool	0" (Dry)
7-24-25	1410	0	Dry	0" (Dry)
7-24-25	1418	0	Dry	0" (Dry)
7-24-25	1423	0	Dry	0" (Dry)
7-24-25	1428	0	Dry	0" (Dry)

*** Last Major Rain Event
Recorded on June 16, 2025
Rainfall was 7"



Stream Channel (7-24-25)
Point # 1428
NTS

Water Availability Analysis

Not Applicable

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: 12-4013

Applicant requests to sever and combine existing water rights from one or more Permits or Certificates into another Permit or Certificate? Y / N 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 No

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 No

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 Yes
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 Yes
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 Yes

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 No *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 No

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 No

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 No

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 No

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 No

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”:

Applicant Kimberlin on the Brazos LLC is located within the Region G Planning Group.

The state and regional water plans generally do not address every possible change in individual water rights. The application is consistent with the 2021 Region G Water Plan and the 2022 State Water Plan because there is nothing in the plans the conflict 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

Not Applicable

Not Applicable

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>

410.91 _____ 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 _____ 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. 75235.

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.

Recorded Deeds for Irrigated Land
Not Applicable

Consent for Inundated Land

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**
325	Impoundment Authorization 4	Impoundment Authorization 4 Agricultural Flood Control	Palo Pinto	Palo Pinto

**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:
- Applicant proposes to irrigate a total of _____ 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.
 - 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.

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

Worksheet 1.1

Not Applicable

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_____

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/NNo
- b. The proposed transfer is from a basin to an adjoining coastal basin? Y/NNo
- 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/NNo
- 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/NNo

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);

Not Applicable

- 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

Not Applicable

Not Applicable

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

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: N/A
- b. Provide amount of water (in acre-feet) impounded by structure at normal maximum operating level: 325 acre-feet.
- c. The impoundment is on-channel^x_____or off-channel_____ (mark one)
- Applicant has verified on-channel or off-channel determination by contacting Surface Water Availability Team at (512) 239-4600? **Y** / **N**Yes
 - 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**Yes
- d. Is the impoundment structure already constructed? **Y** / **N**No
- For already constructed **on-channel** structures:
 - Date of Construction: _____
 - Was it constructed to be an exempt structure under TWC § 11.142? **Y** / **N**____
 - If Yes, is Applicant requesting to proceed under TWC § 11.143? **Y** / **N**____
 - If No, has the structure been issued a notice of violation by TCEQ? **Y** / **N**____
 - Is it a U.S. Natural Resources Conservation Service (NRCS) (formerly Soil Conservation Service (SCS)) floodwater-retarding structure? **Y** / **N**____
 - If yes, provide the Site No. _____ and watershed project name _____;
 - Authorization to close "ports" in the service spillway requested? **Y** / **N**____
 - For **any** proposed new structures or modifications to structures:
 - 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 7-18-25 Trina Lancaster
 - As a result of Applicant's consultation with the TCEQ Dam Safety Section, TCEQ has confirmed that:
 - No additional dam safety documents required with the Application. **Y** / **N**Yes
 - Plans (with engineer's seal) for the structure required. **Y** / **N**Yes
 - Engineer's signed and sealed hazard classification required. **Y** / **N**Yes
 - Engineer's statement that structure complies with 30 TAC, Ch. 299 Rules required. **Y** / **N**Yes

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**^{Yes}

iii. Additional information required for **on-channel** storage:

1. Surface area (in acres) of on-channel reservoir at normal maximum operating level: 23.03.
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**^{Yes}
If yes, the drainage area is 4.075 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): Unnamed tributary of Loving Creek
- b. Zip Code: 76449
- c. In the Samuel F Harding Original Survey No. , Abstract No. 221,
Palo Pinto 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:

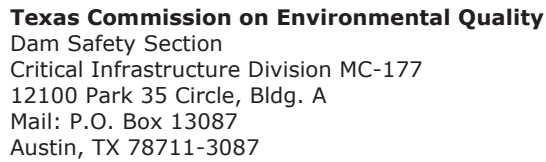
Latitude 32.895614 (NAD 83) °N, Longitude 98.393481 (NAD 83) °W.

****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): Trimble R12i Survey Grade GPS RTK Network
- ii. Map submitted which clearly identifies the Impoundment, dam (where applicable), and the lands to be inundated. See instructions Page. 15. **Y** / **N**^{Yes}

Additional Worksheet 2.0 for Each Reservoir

Dam Safety Documents



(Please print or type and complete **all** Sections, unless otherwise specified)

Reference Title 30 Texas Administrative Code (TAC), Chapter 299, Dams and Reservoirs

SECTION 3: INFORMATION ON DAM

Classification

Size Classification: ☐ Large ☐ Intermediate ☒ Small

Hazard Classification: ☐ High ☒ Significant ☐ Low

Number of People at Risk: one residence Study Year: 2025

Type of Dam: ☒ Earthen ☐ Concrete ☐ Gravity ☐ Rockfill ☐ Masonry ☐ Other (specify): _____

Dam Structure (dimensions to nearest tenth of foot, volume to nearest acre-foot or cubic yard, areas to nearest acre):

Height of Dam (ft): 55 (effective crest to lowest point of original streambed)

Structural Height of Dam (ft): 55 (effective crest to lowest structural point of the dam)

Length of Dam (ft): 600 Crest Width (ft): 20

Normal Pool (ft-msl): 1,043 Service Spillway (ft-msl): 1,043

Emergency Spillway (ft-msl): 1,047 Effective Top of Dam (ft-msl): 1,057.0

Downstream Toe (ft-msl): 1,002 Embankment Volume (cubic yard): _____

Maximum Reservoir Capacity (ac-ft): _____ Normal Reservoir Capacity (ac-ft): 355.42

Normal Pool Surface Area (ac): 23.03

Total Spillway Capacity (cfs): 14,140 (at the effective crest of the dam)

Outlet (Drain and/or Low Flow)

Outlet Effective Diameter: 18 ☒ in ☐ ft

Type: Siphon

Service Spillway

Type: ☐ Open Channel ☐ Overflow Structure ☐ Drop Inlet ☐ Gate ☒ Siphon ☐ Conduit ☐ Other (specify): .

Width/Diameter (ft): 18 Capacity (cfs): 25 (two siphons) = 50

Emergency Spillway

Type: ☒ Open Channel ☐ Overflow Structure ☐ Drop Inlet ☐ Gate ☐ Siphon ☐ Conduit ☐ Other (specify): .

Width/Diameter (ft): 160 Capacity (cfs): 14,088

SECTION 4: HYDROLOGIC INFORMATION

Required Hydrologic Criteria (% PMF): 50% PMF Passing (%): 75

PMF Study Year: 2025 Drainage Area (ac): 2,608.22 ☐ square miles ☒ acres

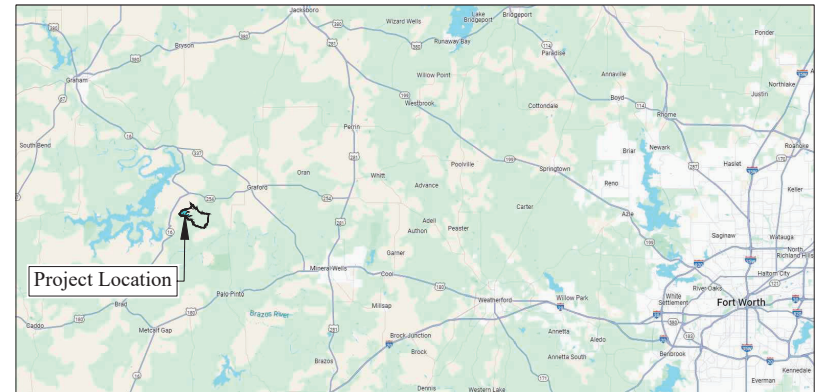
ARC III CN Number (if needed): 91.2 Time of Concentration (min): 107.4

Design Storm Peak Discharge (cfs): 14,140 Design Storm Peak Stage (ft-msl): 1,056.4

Design Storm Duration (hr): 2

If you have questions on how to fill out this form or about the Dam Safety Program, please contact us at 512-239-5195. 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, contact us at 512-239-3282.

Construction Plans for Kimberlin Ranch Flood Control Lake Dam No. 2 for Kimberlin Ranch/ Kimberlin on the Brazos, LLC Palo Pinto County, Texas August, 2025 Job No. 25494 50% Complete Review Plan Set



Sheet Index

1. General Notes & Estimated Quantities
2. Property Map
3. Property Map w/ Aerial
4. Property Map w/ USGS Quad
5. Drainage Area Map, Time of Concentration Calculations & Channel Dimensions (Aerial)
6. Drainage Area Map, Time of Concentration Calculations & Channel Dimensions (USGS Quad)
7. Hydrologic Soil Groups & Drainage Area w/ Aerial
8. Hydraulics w/ Aerial
9. Hydraulics w/ USGS Quad
10. Lake Surface Area & Lake Volume Calculations w/ Aerial
11. Lake Surface Area & Lake Volume Calculations w/ USGS Quad
12. Elevation Stage Storage Curve & Emergency Spillway Discharge Curve
13. Overall Dam & Emergency Spillway Layout
14. Overall Dam & Emergency Spillway Layout w/ Aerial
15. Dam Layout
16. Dam Typical Section
17. Dam & Key Trench Profile w/ Geotechnical Bore Logs
18. Dam Geotechnical Bore Logs
19. Siphon #1 Principal Spillway Layout & Details (North Siphon)
20. Siphon #2 Principal Spillway Layout & Details (South Siphon)
21. Dam Cross Sections Earthwork
22. Dam Cross Sections Earthwork
23. Emergency Spillway Layout
24. Emergency Spillway Channel Profile
25. Emergency Spillway Cross Sections Sta 0+00 to Sta ?
26. Emergency Spillway Cross Sections Sta ? to Sta ?
27. Storm Water Pollution Prevention Plan
28. Erosion Control Details
29. Erosion Control Details

Preliminary
This document is released for the purpose of
interim review, markups, drafting, and/or client
review under the authority of
Corey A. Frentress, P.E. 120295 on 8/28/2025.
It is not to be used for construction, bidding, or
permit purposes.



Plans to be Printed on 24"x36" Paper, to Scale, in Color

Kimberlin Ranch Flood Control Lake Dam No. 2
Job No. 25494

General Notes

1. Coordinate all work with construction plans.
2. Contractor and Sub-Contractor(s) shall familiarize themselves with existing conditions, locations, and project requirements prior to submitting a bid.
3. Contractor and Sub-Contractor(s) shall field verify dimensions and familiarize themselves with project requirements prior to commencing with the work. Contractor(s) shall report any discrepancies to the Engineer.
4. Work shall include all required permits, labor, materials and equipment to complete all work indicated on drawings and as necessary for a complete project.
5. Prior to commencement of any construction, the Contractor shall provide the Engineer 24 hours advanced notice by phone at (903)904-5046 or (903)288-2299.
6. Temporary erosion control measures shall be provided by the Contractor during construction if necessary. Maintenance of onsite drainage and erosion control structures during construction shall be the responsibility of the Contractor. This item is not paid for directly, but considered subsidiary to various bid items.
7. Prior to commencement of any construction, the Contractor shall call 811 for utility locations and coordinate with (Ranch Manager or John Kimberlin).
8. The Contractor shall restore any disturbed areas to an equal or better condition than existed before construction. Drainage ditches or watercourses that are disturbed by construction shall be restored to the grades and cross-sections that existed before construction, unless otherwise shown on the construction documents.
9. The Contractor shall carefully preserve benchmarks, property corners, reference points, stakes and other survey reference monuments or markers. In case of willful or careless destruction, the Contractor shall be responsible for restorations. Resetting of markers shall be performed under the direction of a Texas Registered Professional Land Surveyor. The Contractor is responsible for all construction staking, and shall be at the expense of the Contractor.
10. The type, size, location and number of all known underground utilities are approximate when shown on these construction drawings. It shall be the responsibility of the Contractor to verify the existence and location of all underground utilities along the route of the work prior to commencing with any new construction. The Contractor shall be responsible for any unknown underground utilities.
11. Discrepancies between actual conditions and drawings shall be brought to the attention of the Engineer. Contractor shall submit specific discrepancies for the Engineer to review.
12. Engineer will perform construction site visits.

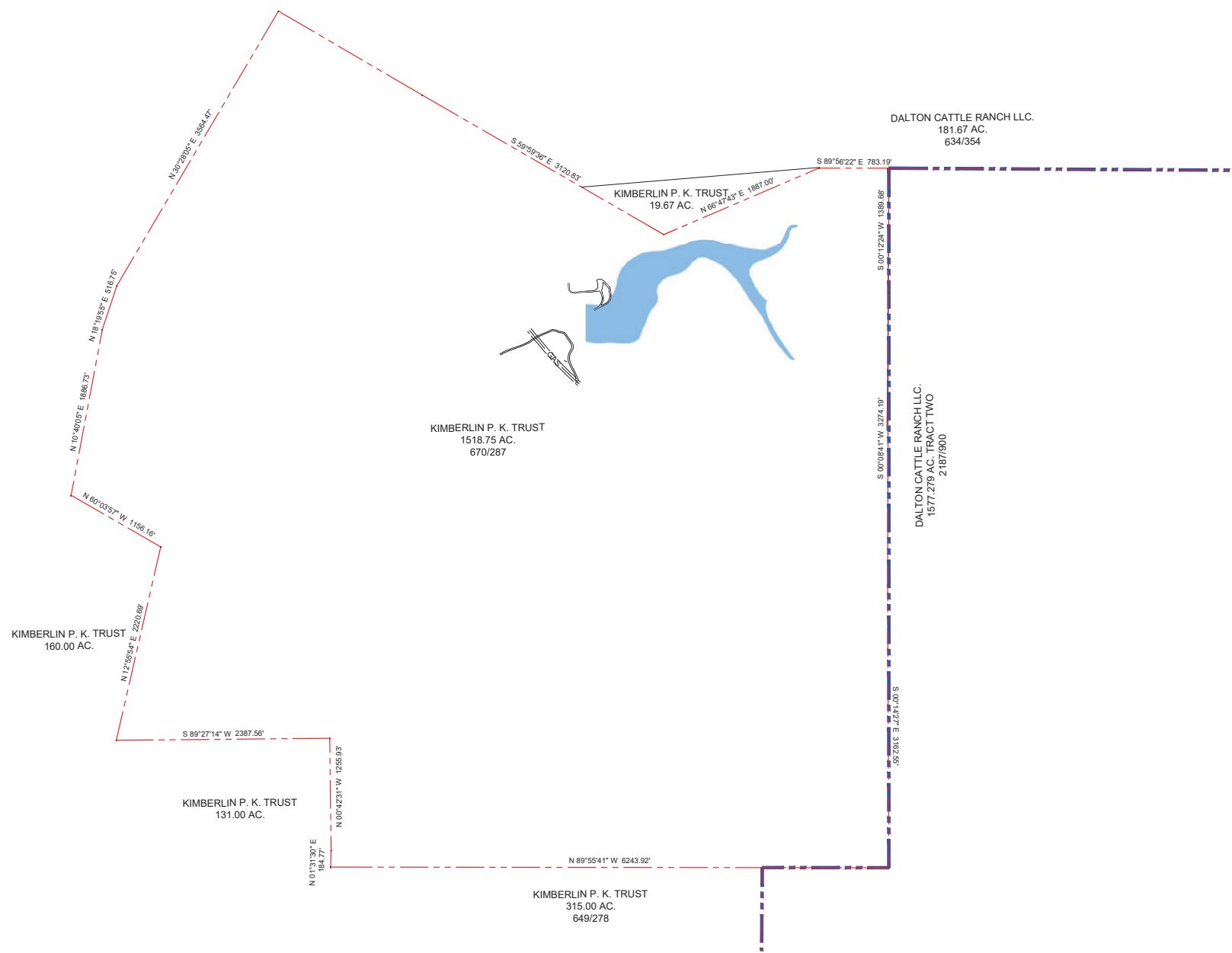
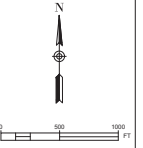


Legend	
AC	Acre
CY	Cubic Yard
SY	Square Yard
SF	Square Feet
LF	Linear Feet
EA	Each
LS	Lump Sum
SP	Spaces
VF	Vertical Foot

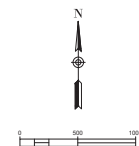
Estimated Quantities Summary			
Item #	Unit	Quantity	Item Description
100	CY	0	Prepare Construction Site (Stripping)(1 1/2')(Dam Foundation)
110	CY	0	Excavation (Key Trench)(Slope Protection)
111	CY	0	Break Rock in Key Trench
111-1	CY	0	Excavate Rock in Key Trench
111-2	CY	0	Break Rock in Emergency Spillway Channel
111-3	CY	0	Excavate Rock in Emergency Spillway Channel
132	CY	0	Embankment (Dam Embankment)
132-1	CY	0	Embankment (Key Trench)(Clay)(15' Wide)
132-2	CY	0	Embankment (Clay Blanket)(3')(Under Front Slope)
132-3	CY	0	Embankment (Clay Core)(10')
160	SY	0	Topsoil (6")(Dam Embankment)
164	SY	0	Seeding for Erosion Control (Permanent and Temporary)(Seeded at the Same Time)
421	CY	0	Class A Concrete (Backfill Around Siphon at Collars)
432-4	CY	0	Rock Rip Rap (24")(Non-Grouted)(Siphon Splash Pad)
556S	LF	0	Pipe Under Drain (Installation, PVC SDR-26 Perforated Pipe, Aggregate, Filter Fabric, ETC)
556-1S	LF	0	Discharge Pipe (6") (PVC SDR-26)
556-2S	EA	0	Pipe Under Drain Cleanouts (End of Line)
556-3S	EA	0	Concrete Block & Sewer Casting Around Cleanouts
800	LS	1	Siphon Principle Spillway (18" HDPE DR-17 Fuse Welded Pipe)(Black Poly)
800-1	EA	4	Siphon HDPE Anti-Seep Collars
800-2	LS	2	Siphon Principle Spillway Vent Pipe (w/ 2" Service Saddle, Vent Pipe, 2 Gate Valves, & Vacuum Venturi)
800-3	EA	2	Siphon Principle Spillway Stainless Steel Trash Guard
800-4	EA	2	Siphon Principle Spillway Install Existing 18" Gate Valve on New Siphon Pipe

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review under the authority of
Cory A. Fentress, P.E. 28295 on 7/14/2023.
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permit purposes.

Kimberlin Ranch Flood Control Lake Dam No. 2
Job No. 25494

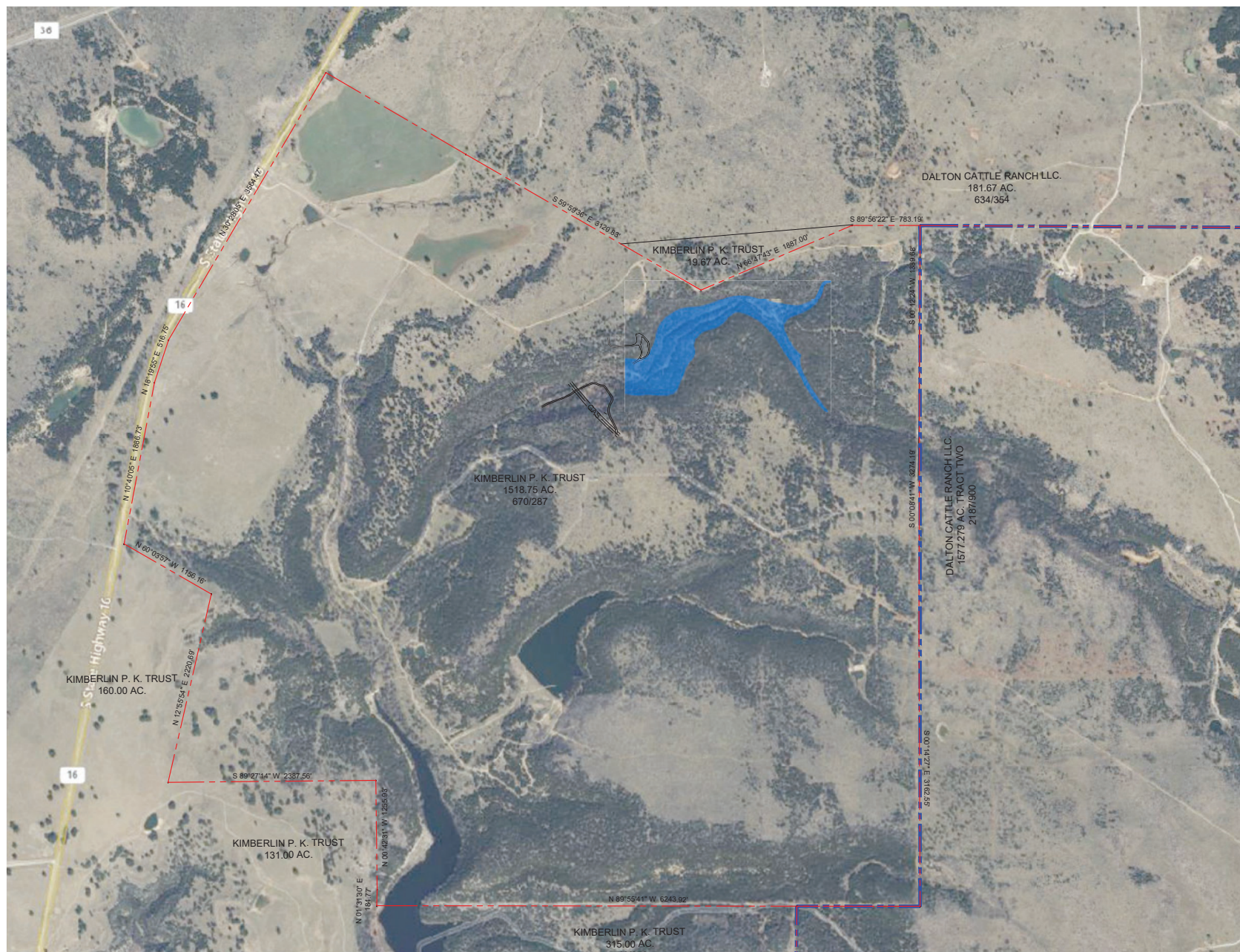


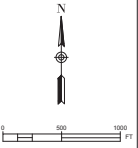
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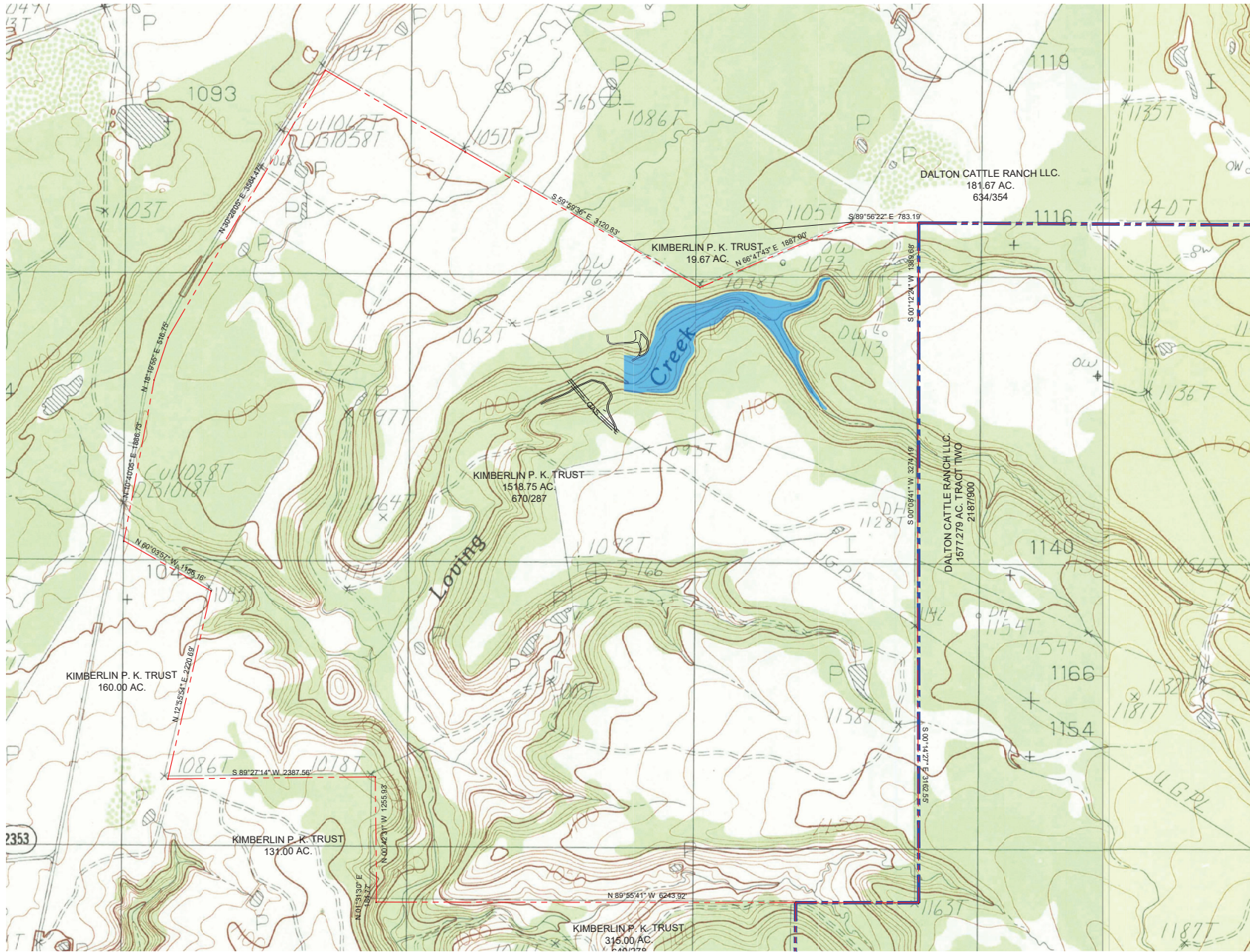
Property Map
w/ Aerial
Sheet 3

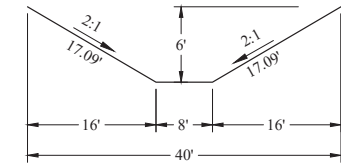
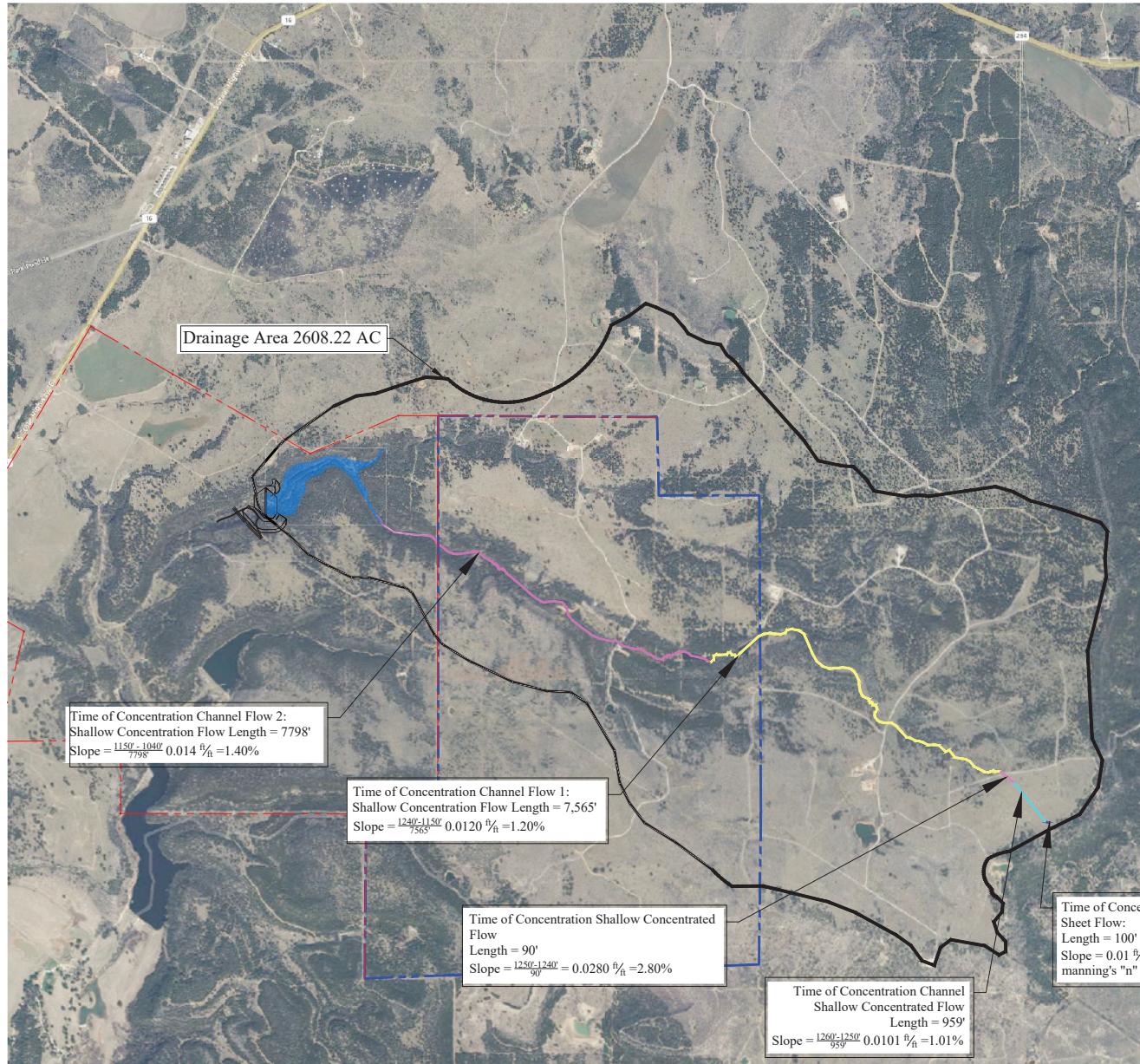
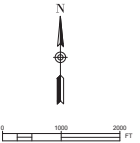




Kimberlin Ranch Flood Control Lake Dam No. 2
Job No. 25494

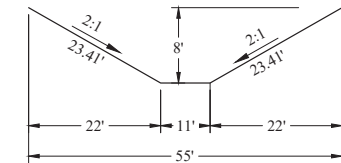
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Channel 1 Dimension
NTS

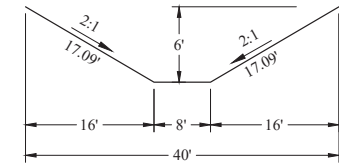
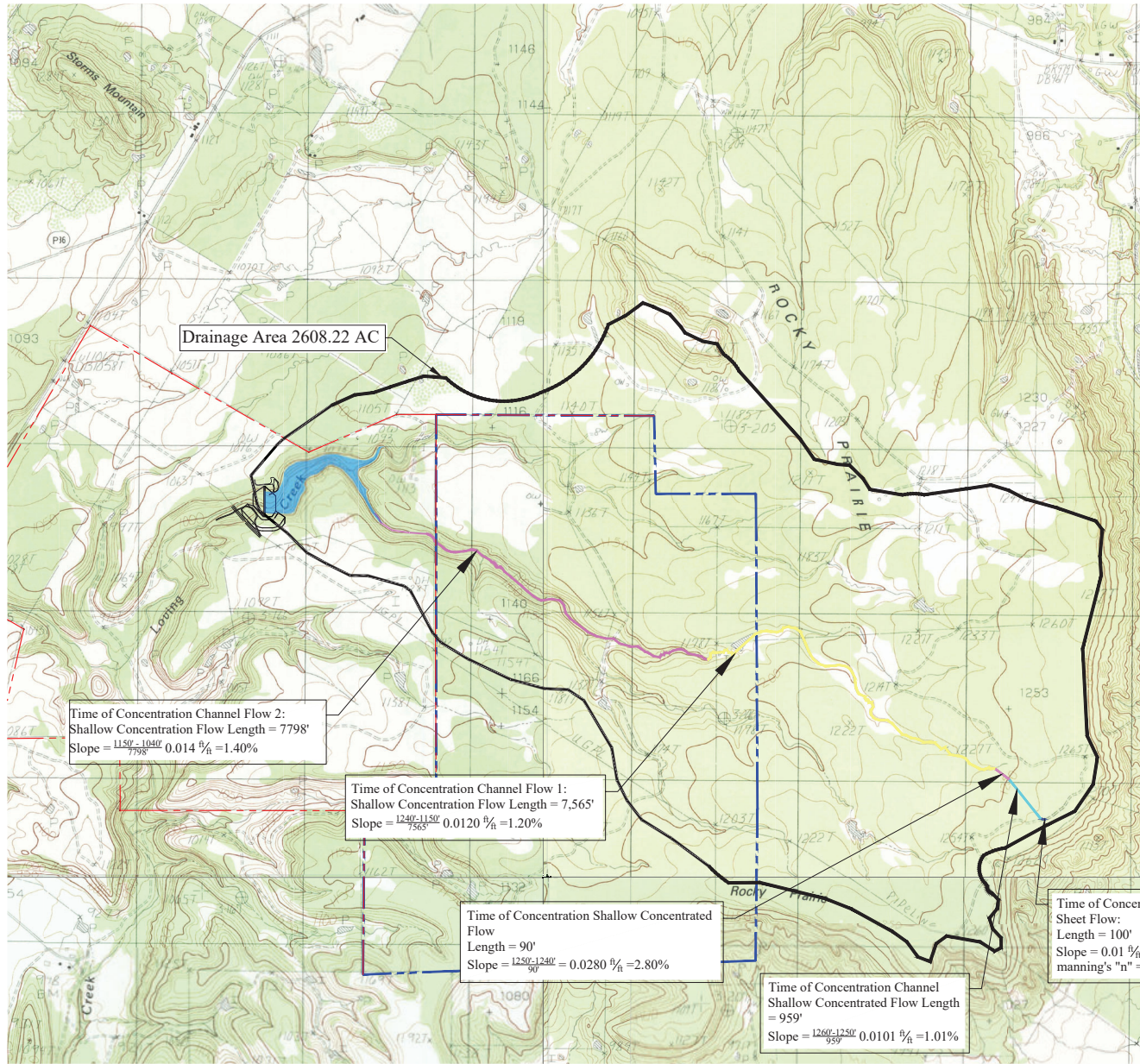
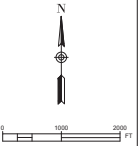
Area = $\frac{1}{2} (6') (8' + 40') = 144.0 \text{ ft}^2$
Wetted Perimeter = $wp = 42.18'$
Manning's "n" = 0.085 (Sluggish/Weedy Stream)



Channel 2 Dimension
NTS

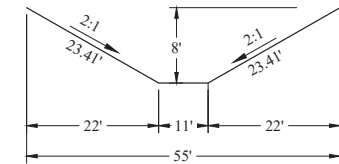
Area = $\frac{1}{2} (8') (11' + 55') = 264 \text{ ft}^2$
Wetted Perimeter = $wp = 57.82'$
Manning's "n" = 0.085 (very Weedy, Flat Stream Bed)

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NTS

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Wetted Perimeter = $wp = 42.18'$
Manning's "n" = 0.085 (Sluggish/Weedy Stream)



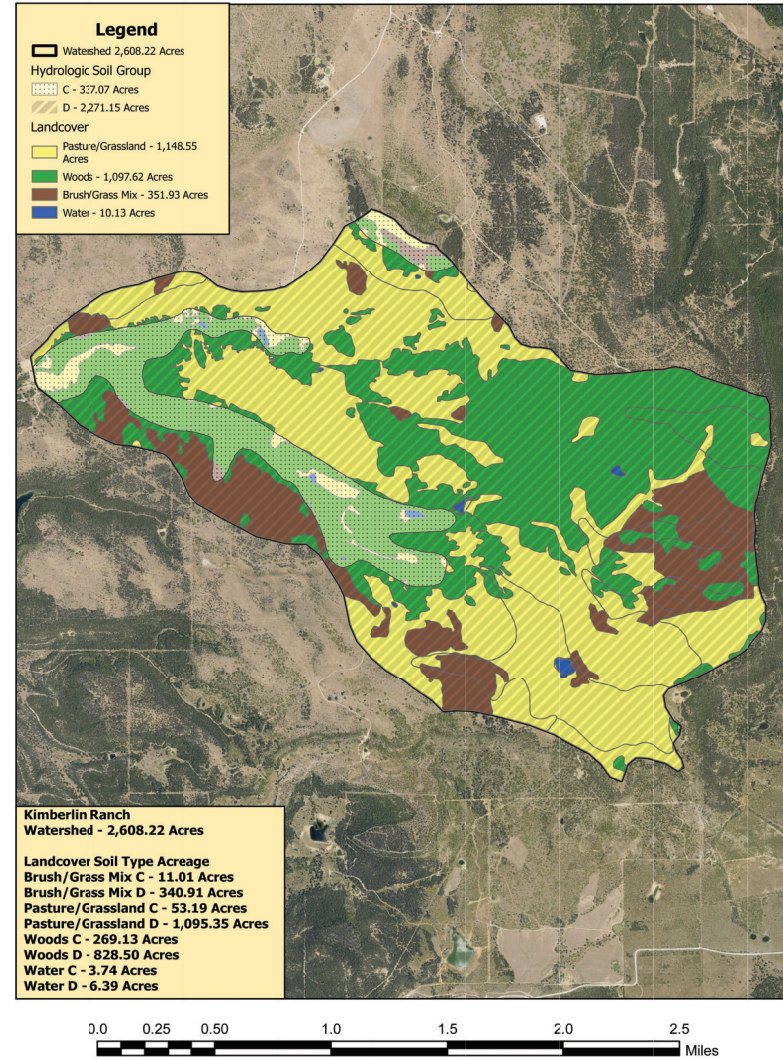
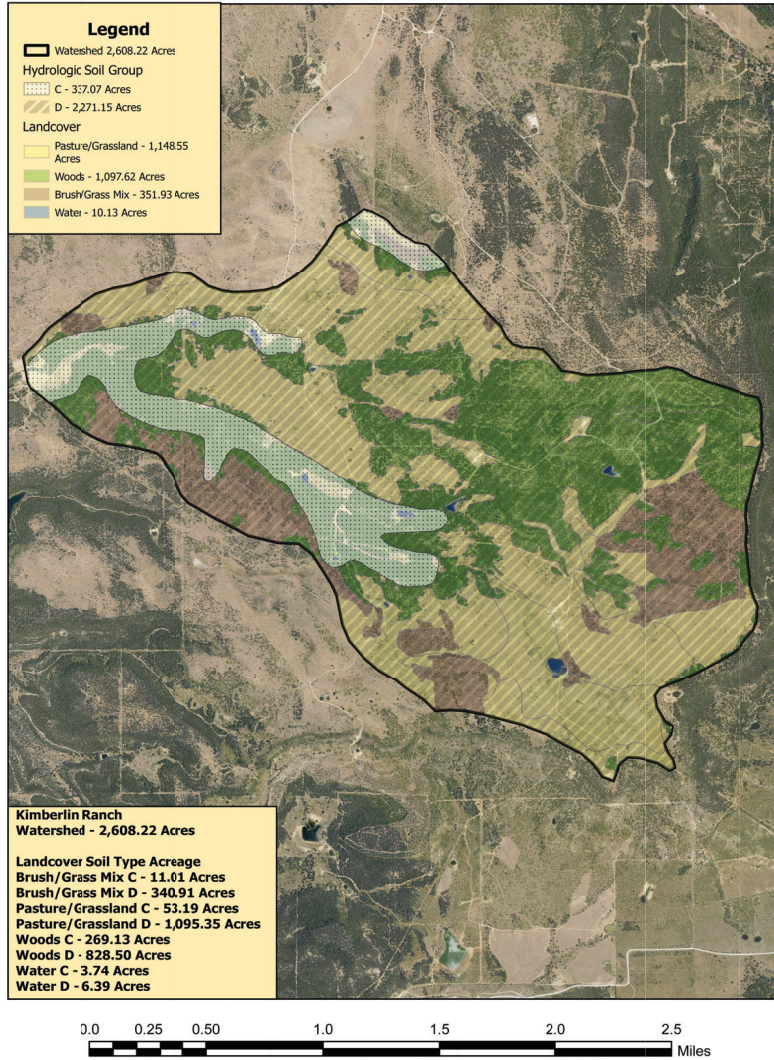
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NTS

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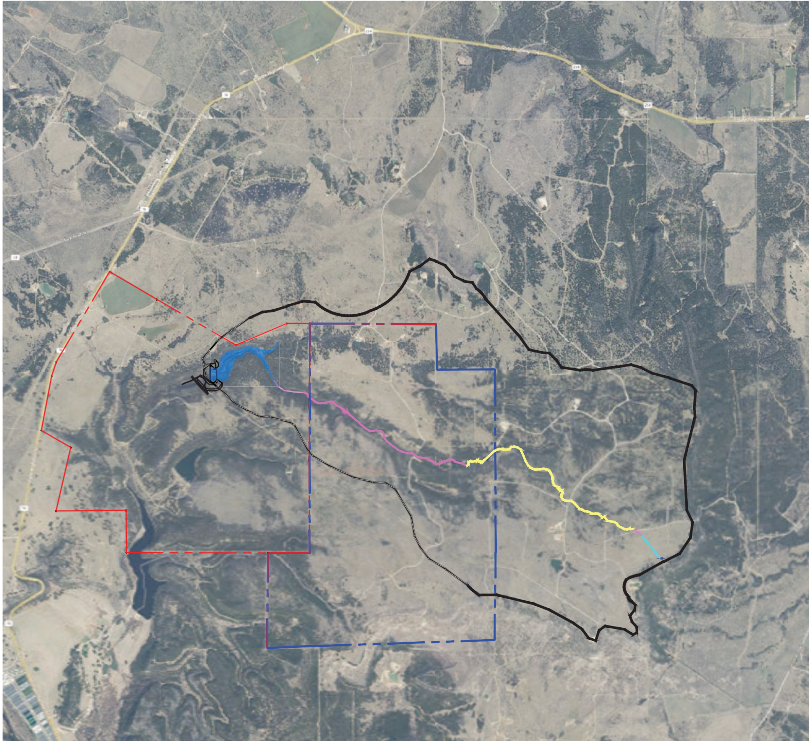
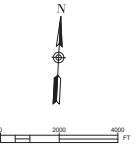
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Drainage Area Map,
Time of Concentration Calculations
& Channel Dimensions
(USGS Quad)

Sheet 6



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General Dam Information

Top of Dam Elevation = 1,057.0'
Dam Height = 55'
Normal Capacity = 325.00 Acre-Feet
Maximum Capacity = Acre-Feet
Surface Area at Normal Water Level = Acres
Normal Water Level = 1,043'
Emergency Spillway Crest Elevation = 1,047.0'
Emergency Spillway Crest Width = 24'
Emergency Spillway Crest Length = 30'
Emergency Spillway Side Slopes Ratio = 2:1 (Max)
Hydrologic Design Criteria = 100% PMF
Hazard Classification = Significant (1 Resident Downstream Development)
Center Point of Dam = STA 6+00
Northing: 10008787.3150 Easting: 2001193.3160
Latitude: 32°53'44.21 N Longitude: 98°23'36.53"W
Datum: Horizontal NAD83
Vertical NAVD88
Volume of Dam Embankment = ? Cubic Yards

Hydrology & Hydraulics

SCS Curve Number AMC III = 91.2
Time of Concentration = 1.790 HR
Total Drainage Area = 2,608.22 Acres
Hydraulic Design Criteria = 75% Probable Maximum Flood (High Hazard)(PMF)

Table 1 - Maximum Water Surface Elevations at 100% PMF

Hour	% PMF	Water Surface Elevation
1	100	1,076.0'
2	100	1,079.1' (Design Storm)
3	100	1,077.2'
6	100	
12	100	
24	100	
48	100	
72	100	

Table 2 - PMP Rainfall Depth

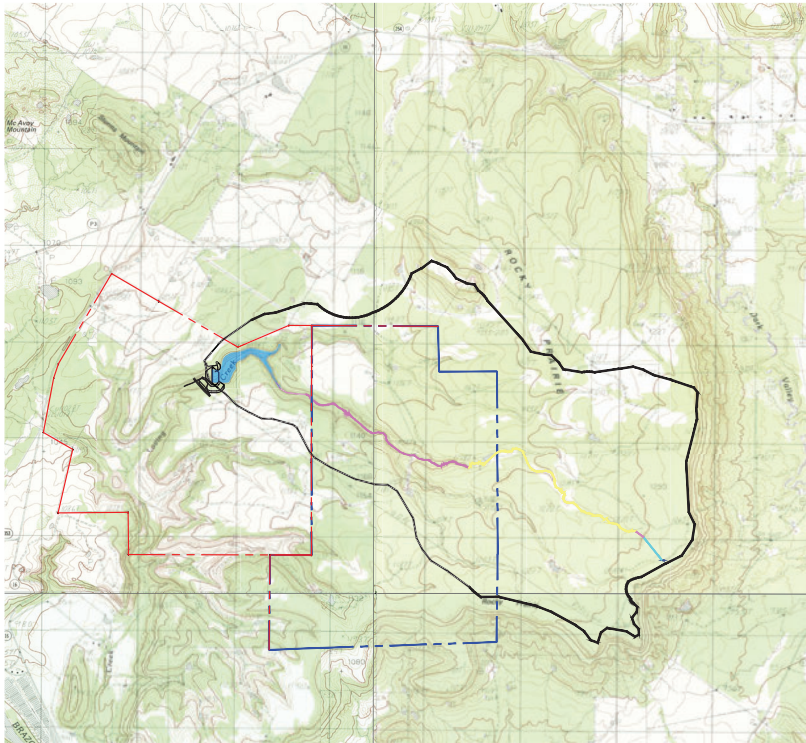
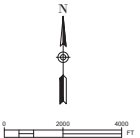
Time	Inches
1	13.3
2	17.6
3	19.8
6	23.4
12	29.4
24	34.8
48	45.1
72	45.1

*Rainfall Based on Updated Rainfall Data
Probable Maximum Precipitation Study for
Texas 2016*

Table 3 - Maximum Water Surface Elevations at 75% PMF

Hour	% PMF	Water Surface Elevation
1	75	1,071.8'
2	75	1,074.5' (Design Storm)
3	75	1,073.3'
6	75	1,072.4'
12	75	1,072.9'
24	75	1,070.1'
48	75	1,068.4'
72	75	1,065.9'

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Emergency Spillway Side Slopes Ratio = 2:1 (Max)
Hydrologic Design Criteria = 100% PMF
Hazard Classification = Significant (1 Resident Downstream Development)
Center Point of Dam = STA 6+00
Northing: 10008787.3150 Easting: 2001193.3160
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Datum: Horizontal NAD83
Vertical NAVD88
Volume of Dam Embankment = ? Cubic Yards

Hydrology & Hydraulics

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6	100	
12	100	
24	100	
48	100	
72	100	

Table 2 - PMP Rainfall Depth

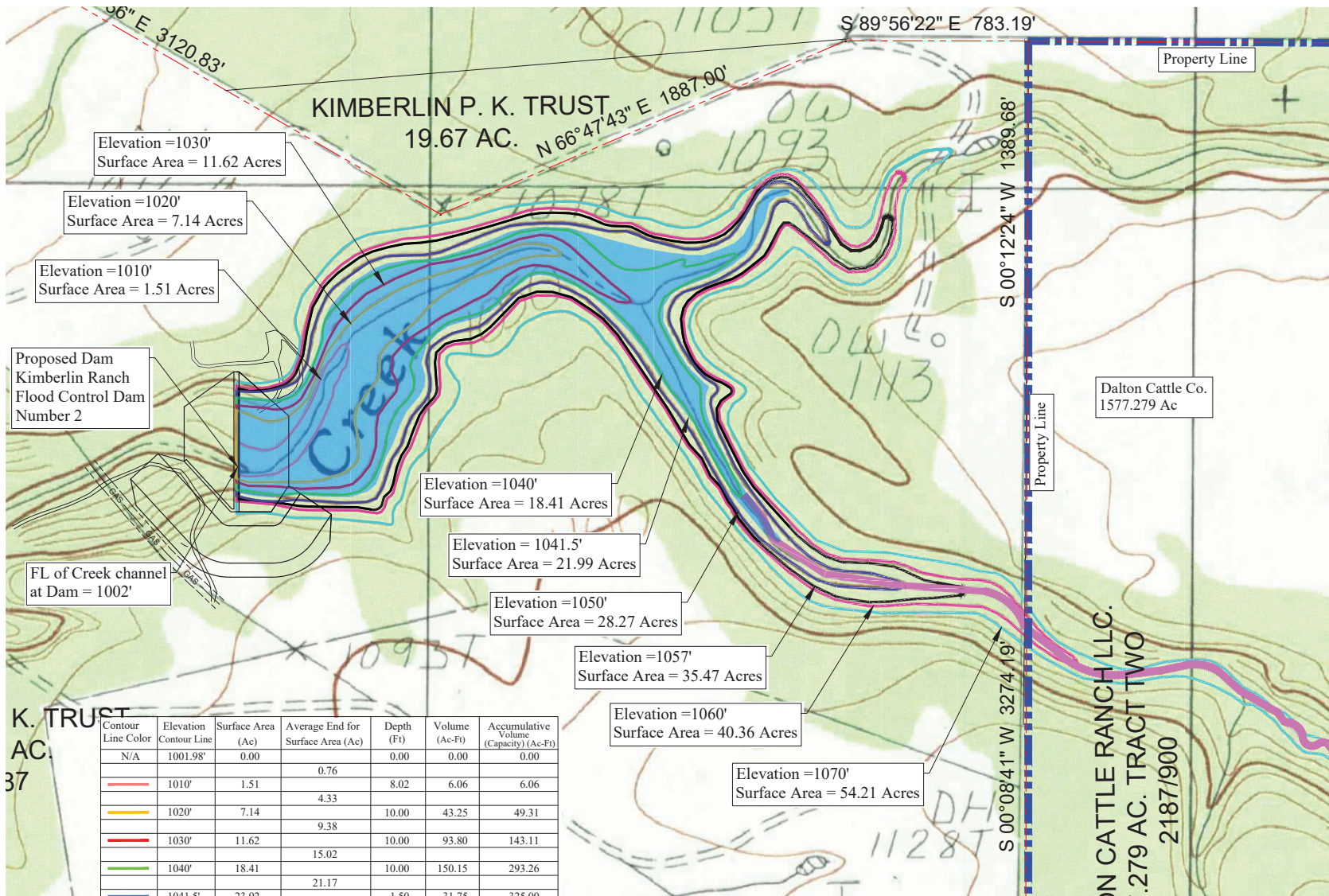
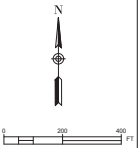
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72	45.1

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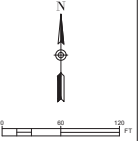


K. TRUST
AC.
37

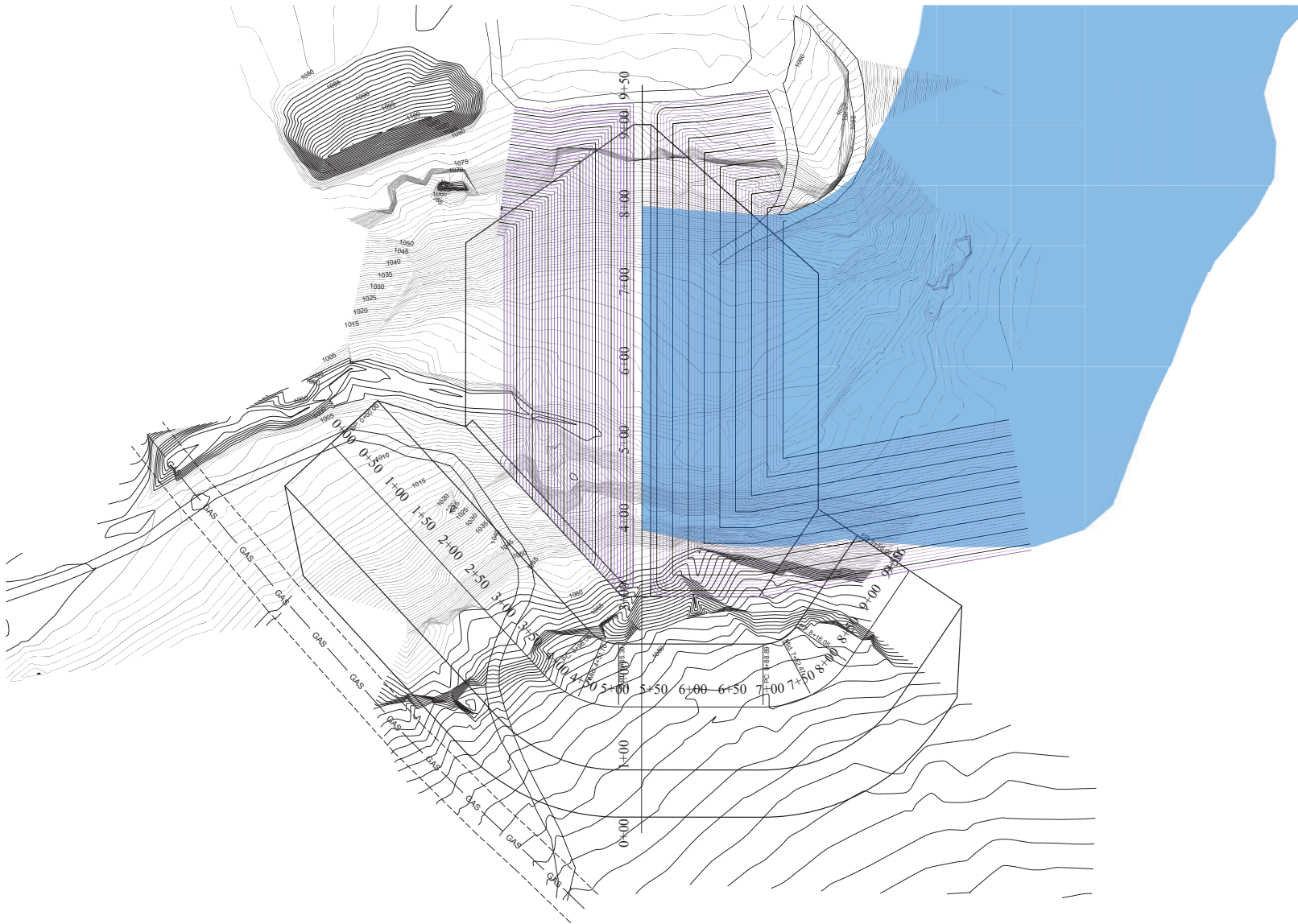
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N/A	1001.98'	0.00		0.00	0.00	0.00
			0.76			
	1010'	1.51	4.33	8.02	6.06	6.06
			9.38			
	1020'	7.14		10.00	43.25	49.31
			15.02			
	1030'	11.62		10.00	93.80	143.11
			21.17			
	1040'	18.41		10.00	150.15	293.26
			26.10			
	1041.5'	23.92		1.50	31.75	325.00
			31.87			
	1050'	28.27		8.50	221.81	546.81
			37.92			
	1057'	35.47		7.00	223.09	769.90
			47.29			
	1060'	40.36		3.00	113.75	883.65
	1070'	54.21		10.00	472.85	1,356.50

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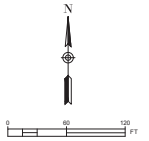
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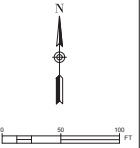
Kimberlin Ranch Flood Control Lake Dam No. 2
Job No. 25494



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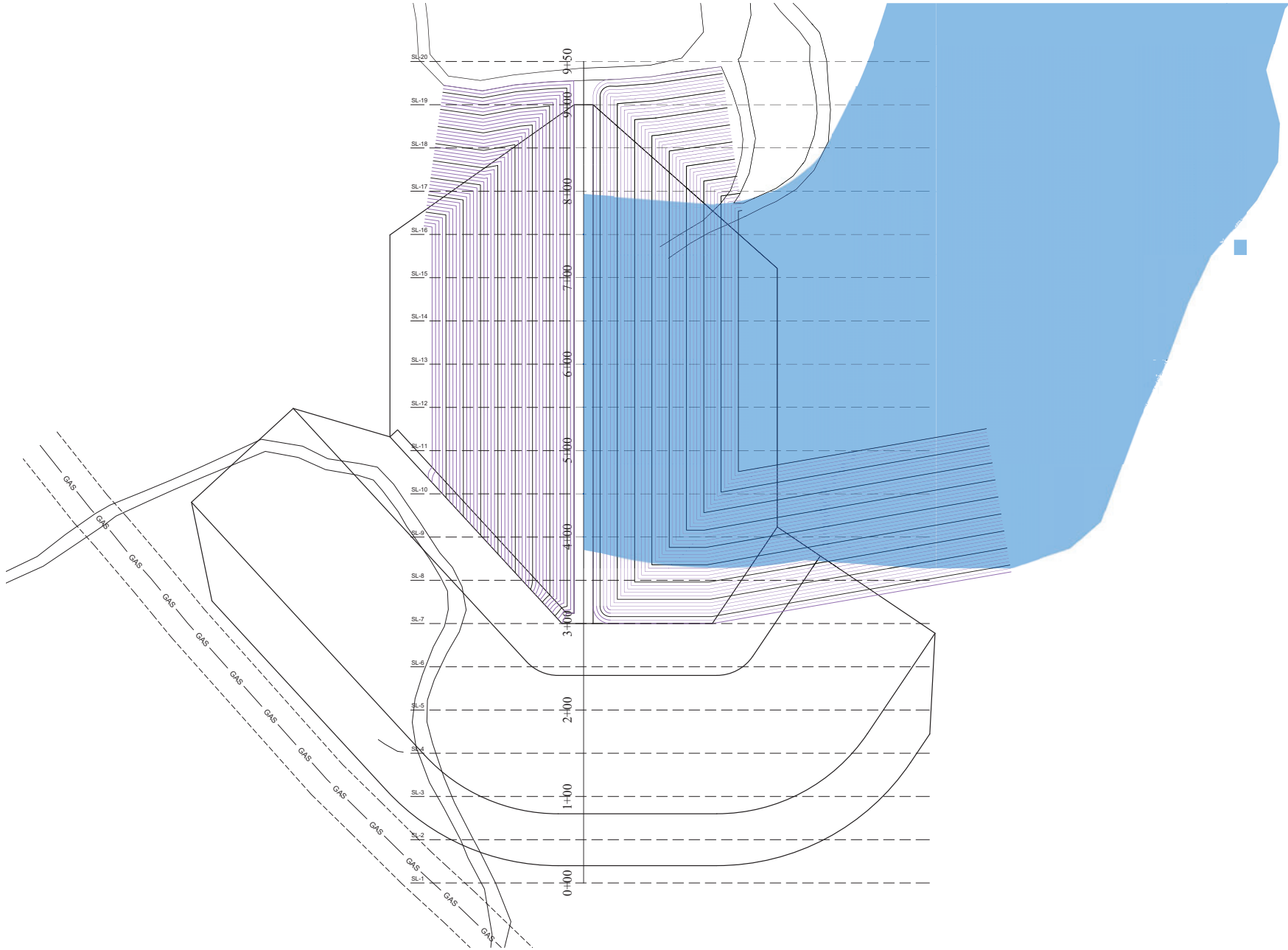
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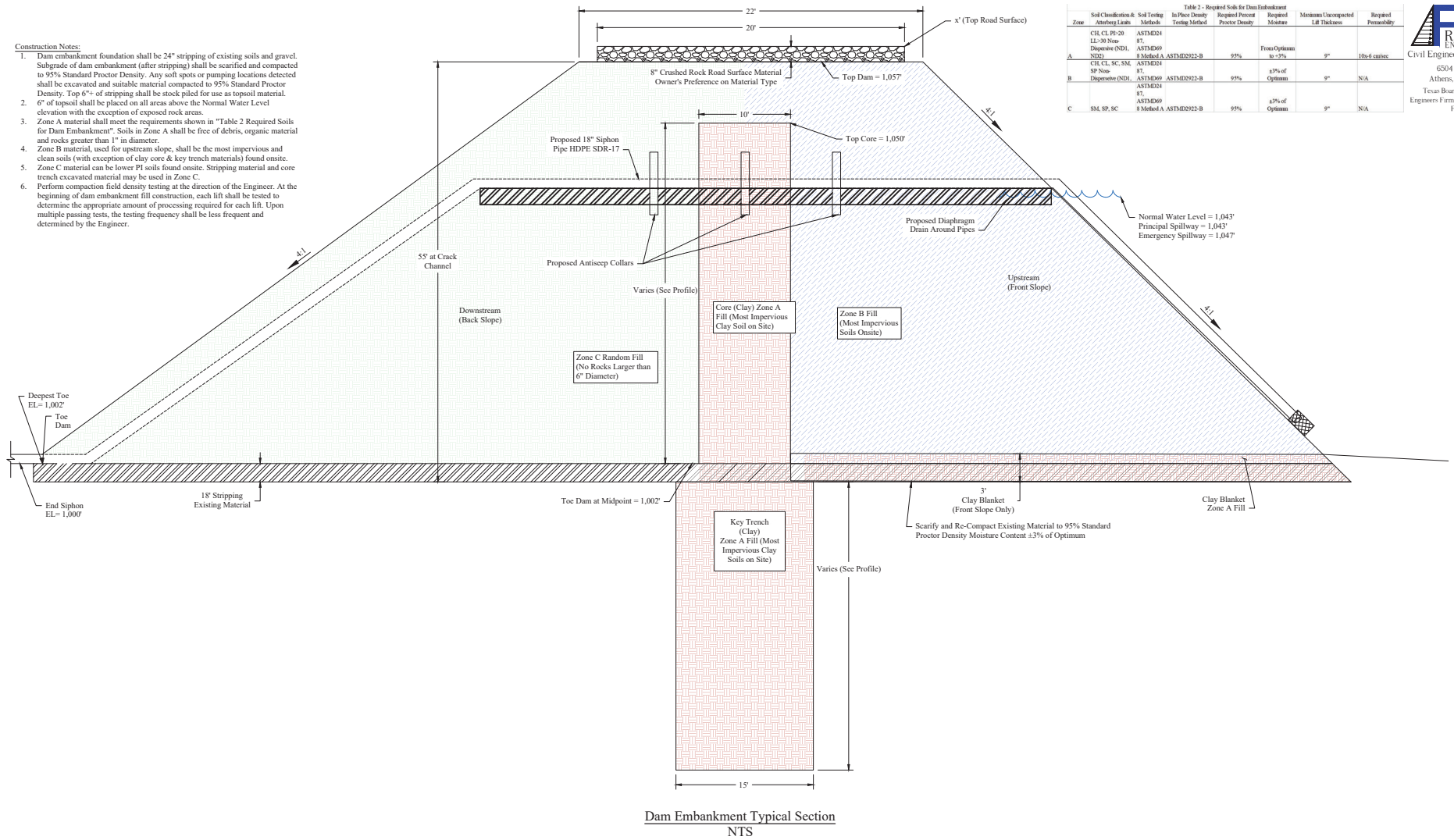
Dam Layout

Sheet 15

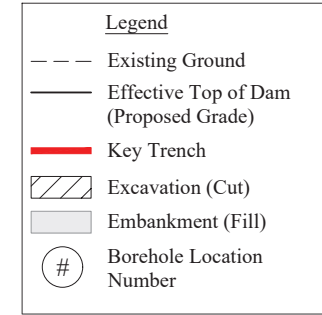
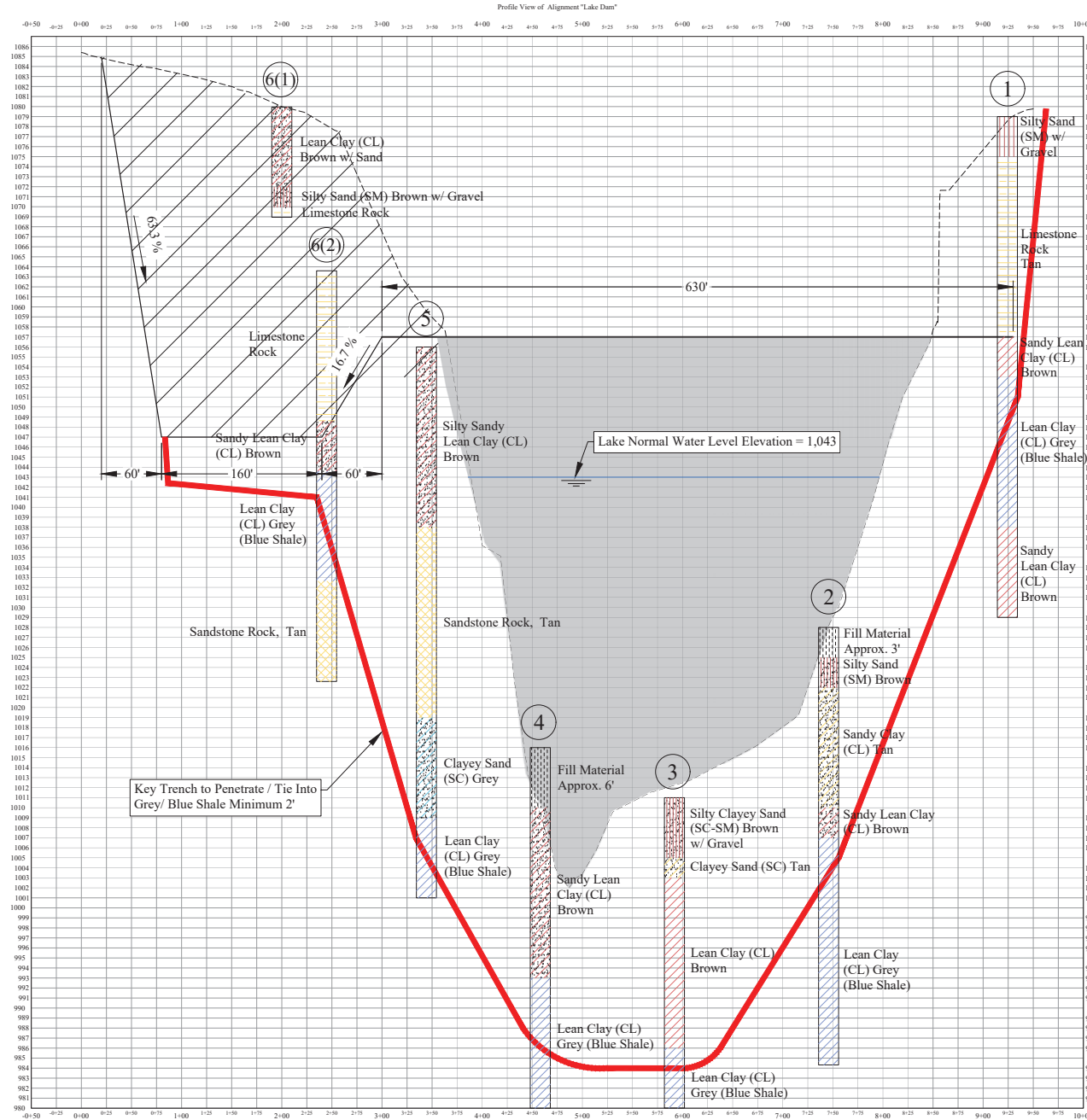


Construction Notes:

1. Dam embankment foundation shall be 24" stripping of existing soils and gravel. Subgrade of dam embankment (after stripping) shall be scarified and compacted to 95% Standard Proctor Density. Any soft spots or pumping locations detected shall be excavated and suitable material compacted to 95% Standard Proctor Density. Top 6" of stripping shall be stock piled for use as topsoil material.
2. 6" of topsoil shall be placed on all areas above the Normal Water Level elevation with the exception of exposed rock areas.
3. Zone A material shall meet the requirements shown in "Table 2 Required Soils for Dam Embankment". Soils in Zone A shall be free of debris, organic material and rocks greater than 1" in diameter.
4. Zone B material, used for upstream slope, shall be the most impervious and clean soils (with exception of clay core & key trench materials) found onsite.
5. Zone C material can be lower PI soils found onsite. Stripping material and core trench excavated material may be used in Zone C.
6. Perform compaction field density testing at the direction of the Engineer. At the beginning of dam embankment fill construction, each lift shall be tested to determine the appropriate amount of processing required for each lift. Upon multiple passing tests, the testing frequency shall be less frequent and determined by the Engineer.



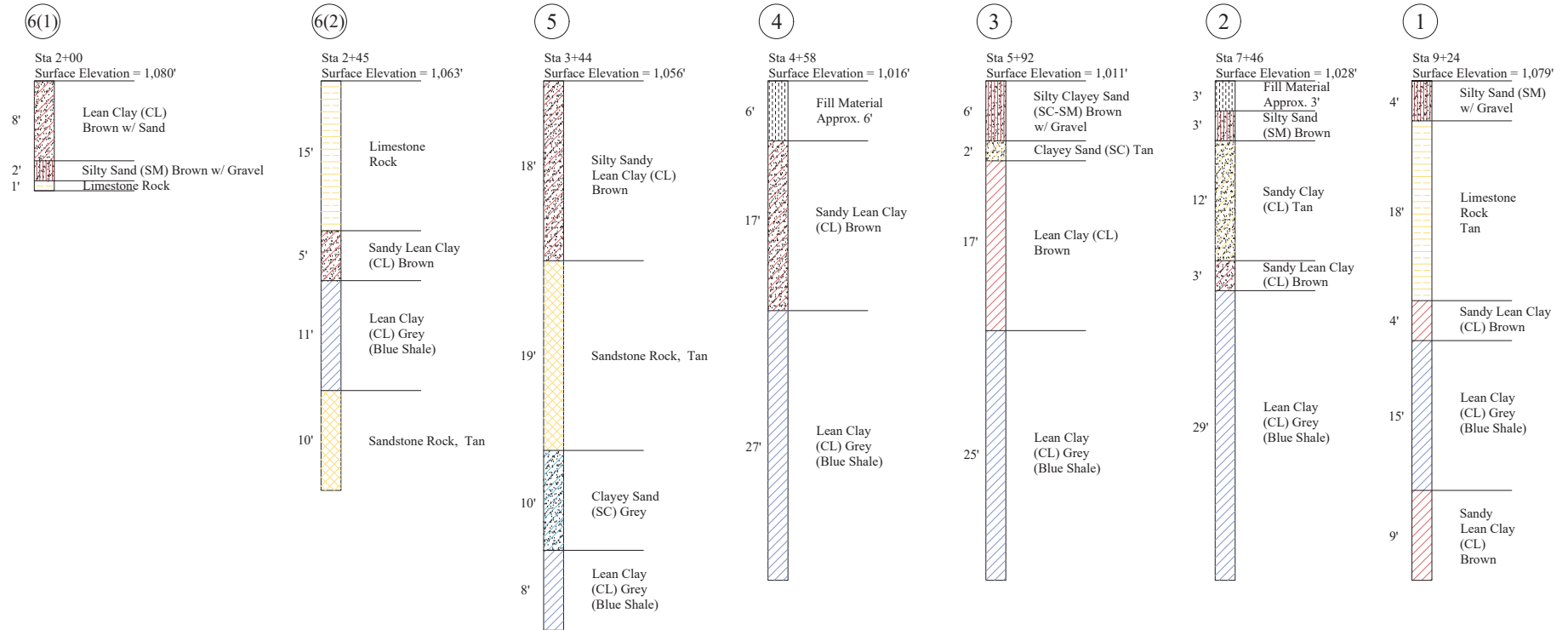
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Legend

Borehole Location Number



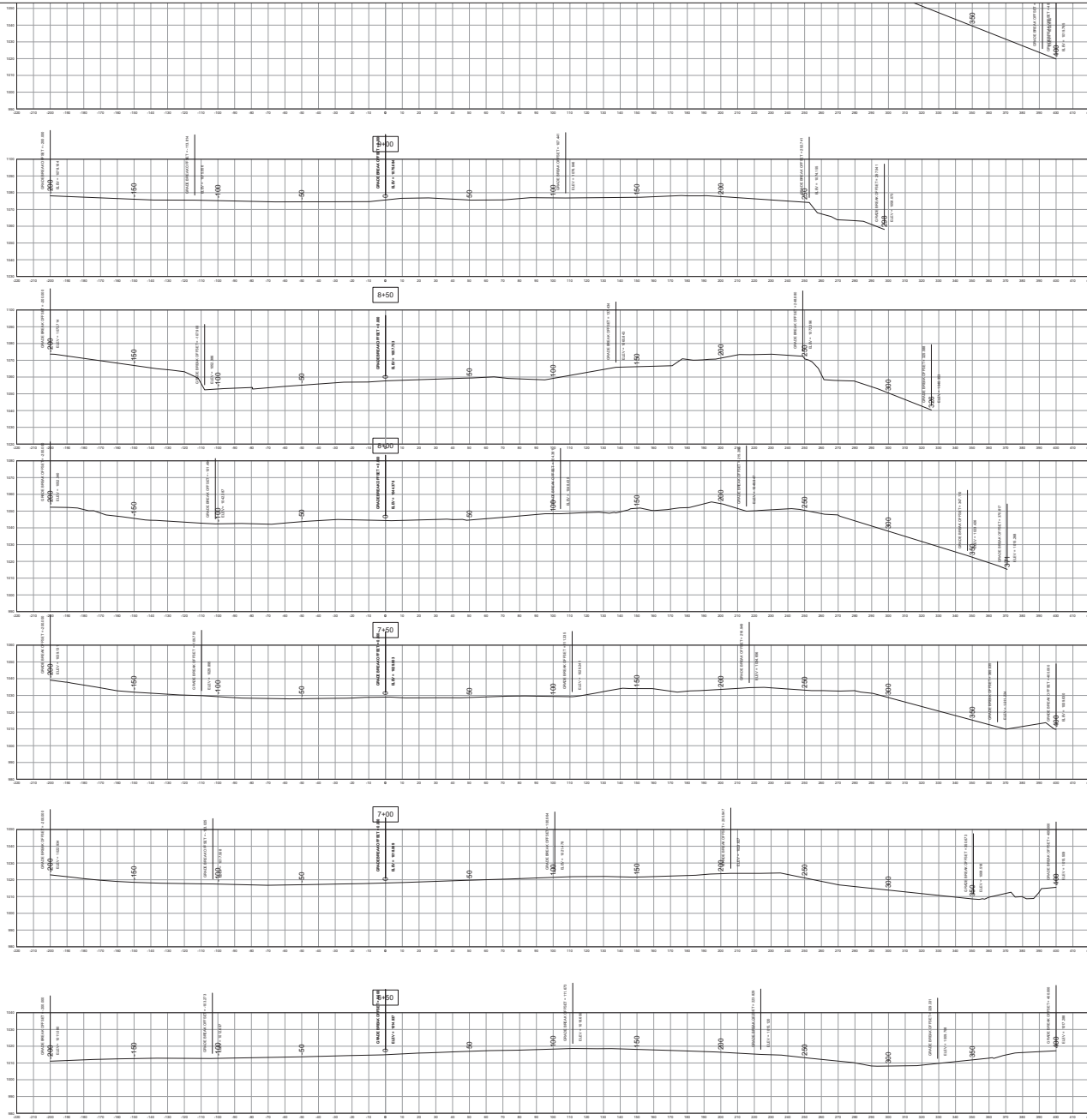
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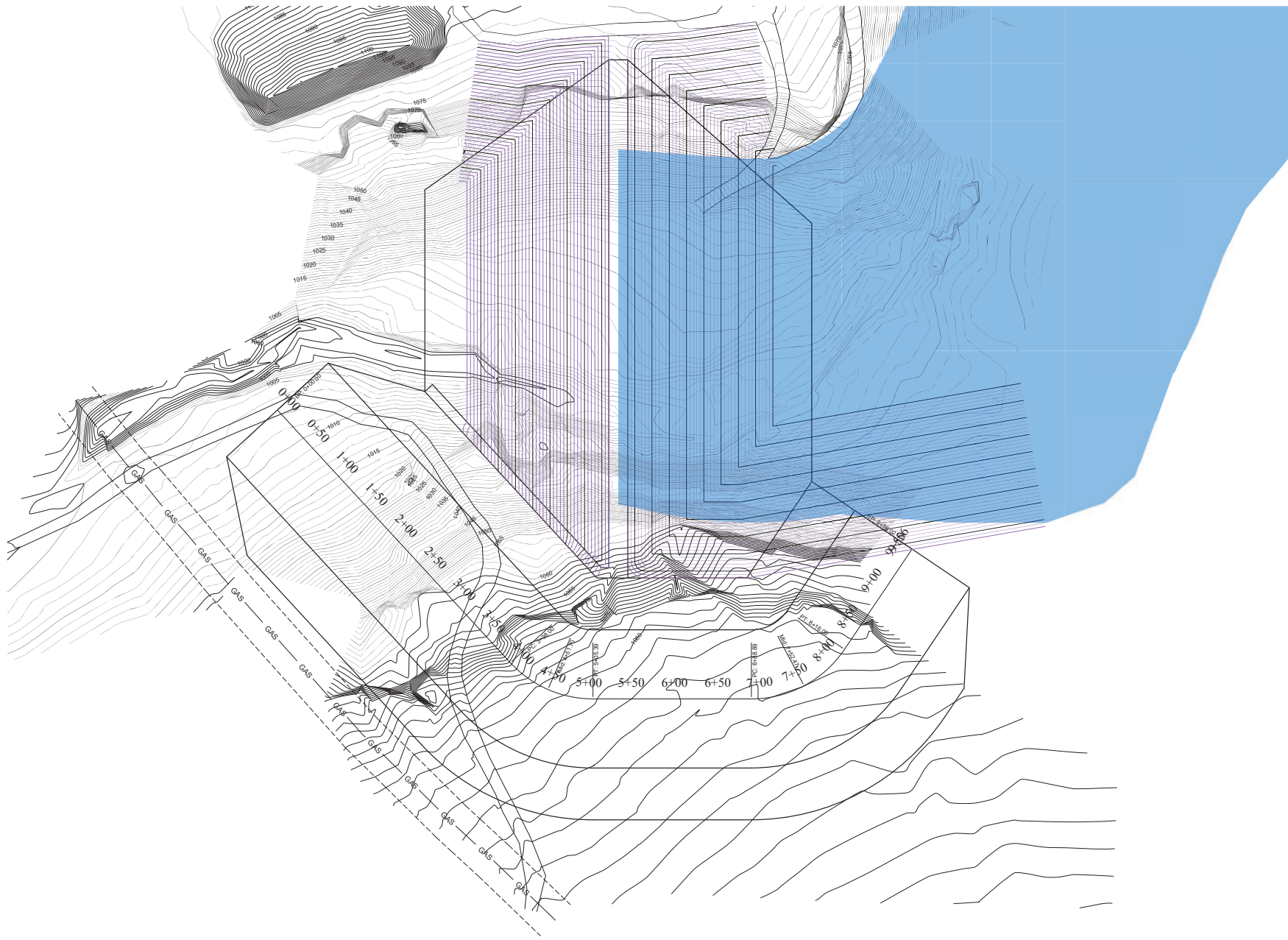
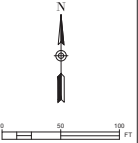
Kimberlin Ranch Flood Control Lake Dam No. 2
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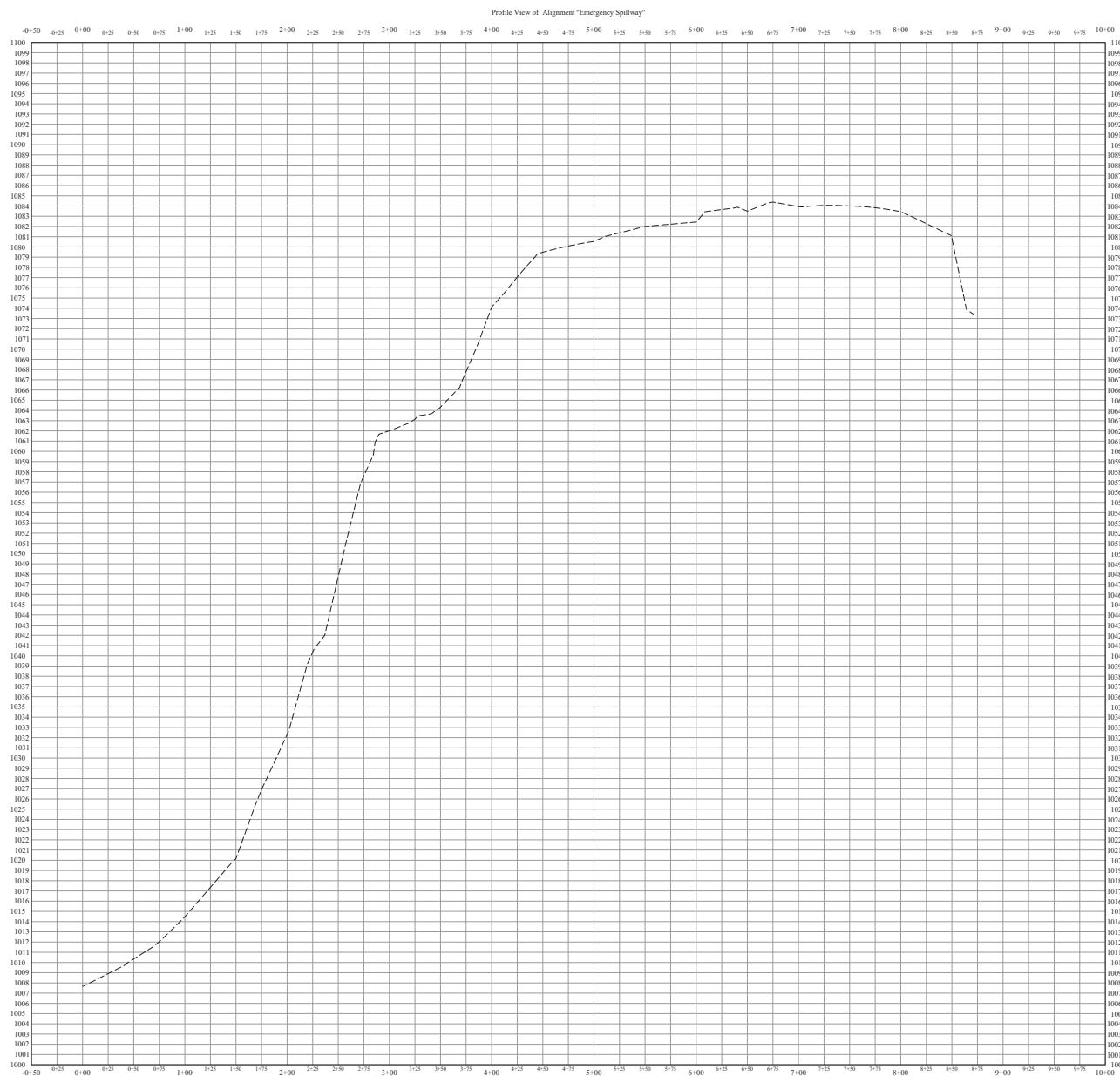
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Scale: 1"= 50' Horz
1"= 5' Vert

Legend

Existing Ground
Proposed Grade
Excavation
Embankment



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Legend	
---	Existing Ground
---	Proposed Grade
	Fill
	Cut

Kimberlin Ranch Flood Control Lake Dam No. 2
Job No. 25494

Scale: 1"= 20' Horz
1"= 20' Vert

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Emergency Spillway
Cross Sections
Sta 0+00 to Sta ?
Sheet 25

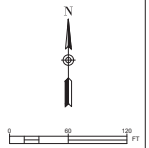
Legend	
---	Existing Ground
—	Proposed Grade
	Fill
	Cut

Kimberlin Ranch Flood Control Lake Dam No. 2
Job No. 25494

Scale: 1"= 20' Horz
1"= 20' Vert

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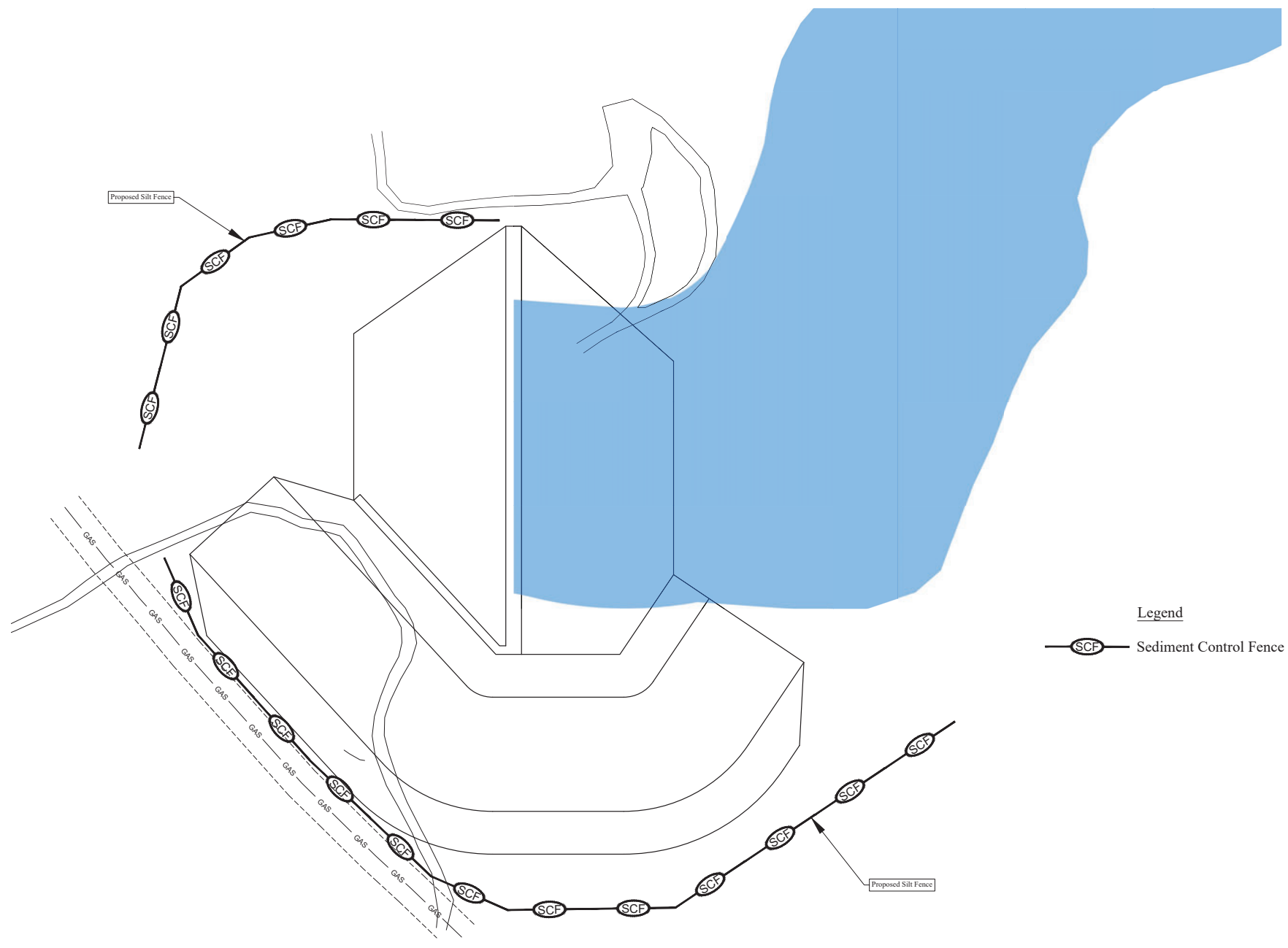
Emergency Spillway
Cross Sections
Sta ? to Sta ?
Sheet 26

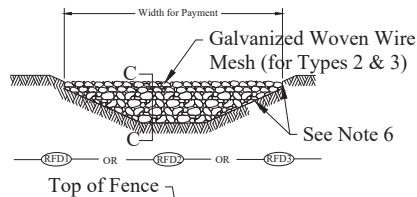
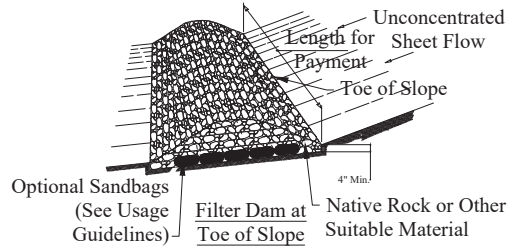


Legend

—(SCF)— Sediment Control Fence 2,280 LF

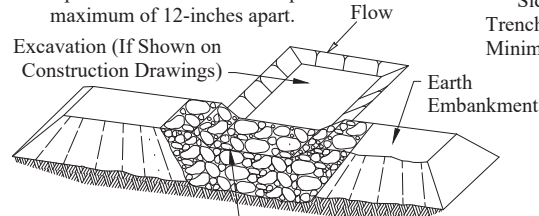
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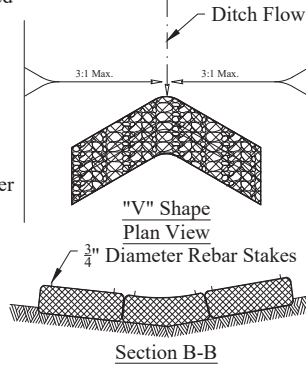
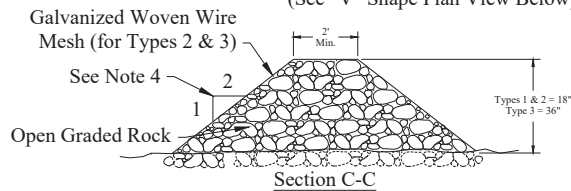


Hinge Joint Knot Woven Mesh (Option) Detail NTS

Galvanized hinge joint knot woven mesh (12.5 GA. SWG Min.) requires a minimum of five horizontal wires spaced at a maximum of 12-inches apart and all vertical wires spaced at a maximum of 12-inches apart.



A "V" Shape May Be Used for Higher Velocity Flows. (See "V" Shape Plan View Below)



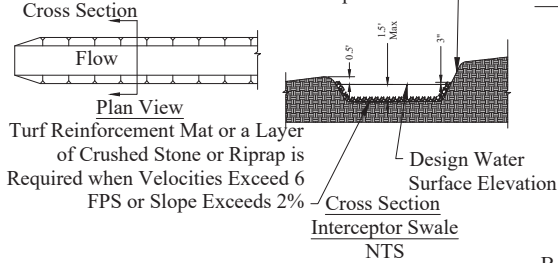
Section B-B

Connect the Ends of the Successive Reinforcement Sheets or Rolls a Minimum of 6 Times with Hog Rings

Galvanized Welded Wire Mesh (W.W.M.) (12.5 GA. SWG Min.) with a Maximum Opening Size of 2"x4" or Woven Mesh (W.M.) (See Woven Mesh Option Detail)

Place 4" to 6" of Fabric Against the Trench Side and Approximately 2" Across the Trench Bottom in the Upstream Direction. Minimum Trench Size Shall be 6" Square. Backfill and Hand Tamp.

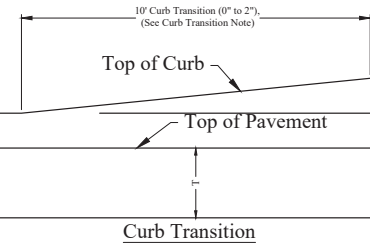
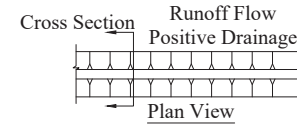
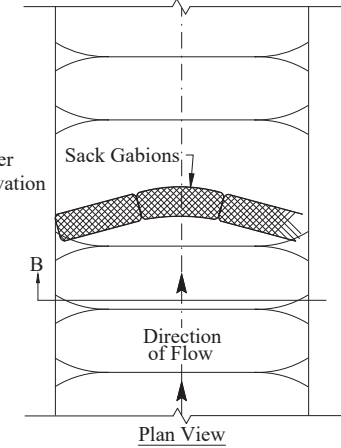
Temporary Sediment Control Fence



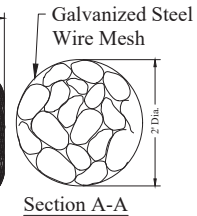
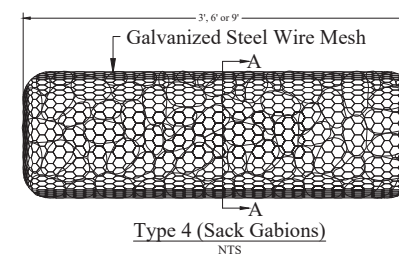
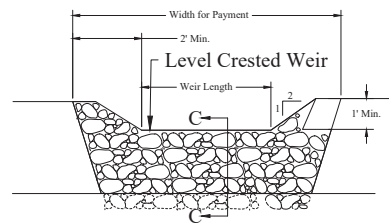
4' Minimum Steel or Wood Posts Spaced at 6' to 8'. Softwood Posts Shall be 3" Minimum in Diameter or Nominal 2"x4". Hardwood Posts Shall have a Minimum Cross Section of 1.5"x1.5"

Fasten Fabric to the Top Strand of the Wire Using Hog Rings or Cord at a Maximum Spacing of 15"

Woven Filter Fabric Attach the Wire Mesh and Fabric on End Posts Using 4 Evenly Spaced Staples for Wooden Posts (or 4 T-Clips or Sewn Vertical Pockets for Steel Posts)



Note: To be paid for as Highest Curb



Preliminary
This document is released for the purpose of interim review, markup, drafting, and/or client review under the authority of:
Corey A. Rentress, P.E. 120295 on 7/24/2023.
It is not to be used for construction, bidding, or permit purposes.

General Notes

1. If shown on the plans or directed by the Engineer, filter dams should be placed near the toe of slopes where erosion is anticipated, upstream and/or downstream at drainage structures, and in roadway ditches and channels to collect sediment.
2. Materials (aggregate, wire mesh, sandbags, etc.) shall be as indicated by the specification for "Rock Filter Dams for Erosion and Sedimentation Control".
3. The rock filter dam dimensions shall be as indicated on the SW3P plans.
4. Side slopes should be 2:1 or flatter. Dams within the safety zone shall have sideslopes of 6:1 or flatter.
5. Maintain a minimum of 1' between top of rock filter dam weir and top of embankment for filter dams at sediment traps.
6. Filter dams should be embedded a minimum of 4" into existing ground.
7. The sediment trap for ponding of sediment laden runoff shall be of the dimensions shown on the plans.
8. Rock filter dam types 2 & 3 shall be secured with 20 gauge galvanized woven wire mesh with 1" diameter hexagonal openings. The aggregate shall be placed on the mesh to the height & slopes specified. The mesh shall be folded at the upstream side over the aggregate and tightly secured to itself on the downstream side using wire ties or hog rings. For in stream use, the mesh should be secured or staked to the stream bed prior to aggregate placement.
9. Sack Gabions should be staked down with $\frac{3}{4}$ " diameter rebar stakes, and have a double-twisted hexagonal weave with a nominal mesh opening of $2\frac{1}{2}$ "x $3\frac{1}{4}$ ".
10. Flow outlet should be onto a stabilized area (vegetation, rock, etc.).
11. The guidelines shown hereon are suggestions only and may be modified by the Engineer.

Diversion Dike General Notes:

1. All dikes shall be placed in 8" lifts or less and compacted to 95% standard proctor density.
2. All diversion dikes shall have positive drainage to a controlled outlet.
3. Diverted runoff from a protected or stabilized area shall have its outlet flow directed to an undisturbed stabilized area or into a level spreader or grade stabilization structure.
4. Diverted runoff from a disturbed or exposed area shall be conveyed to a sediment trapping device.
5. For grades less than 2 percent and velocities less than 6 feet per second, the minimum required channel stabilization shall be grass, erosion control mats or mulching. For grades

in excess of 2 percent or velocities exceeding 6 feet per second, stabilization is required in the form of turf reinforcement mats (or a layer of crushed stone or rip-rap with appropriate size, gradation, and thickness as specified in the SWPPP).

6. Inspection shall be as specified in the SWPPP.

General Notes (Type 1)

1. The length of the type 1 construction exit shall be as indicated on the plans, but not less than 50'.
2. The coarse aggregate should be open graded with a size of 4" to 8".
3. The approach transitions should be no steeper than 6:1 and constructed as directed by the Engineer.
4. The construction exit foundation course shall be flexible base, bituminous concrete, portland cement concrete or other materials approved by the Engineer.
5. The construction exist shall be graded to allow drainage to a sediment trapping device.
6. The guidelines shown hereon are suggestions only and may be modified by the Engineer.
7. Construct exists with a width of at least 14 ft. for one-way and 20 ft. for two-way traffic for the full width of the exist, or as directed by the Engineer.

Stabilized Construction Entrance General Notes:

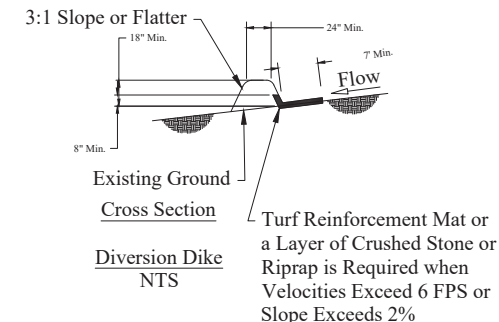
1. Stone shall be 3 to 5 inch diameter coarse aggregate.
2. Length shall be as specified in the SWPPP.
3. The thickness shall not be less than 12 inches.
4. The width shall be no less than the full width of all points of ingress or egress
5. When necessary, vehicles shall be cleaned to remove sediment prior to entrance onto a public roadway. When washing is required, it shall be done on an area stabilized with crushed stone with drainage flowing away from both the street and the stabilized entrance. All sediment shall be prevented from entering any storm drain, ditch or watercourse using approved methods.
6. The entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto paved surfaces. This may require periodic top dressing with additional stone as conditions demand. All sediment spilled, dropped, washed, or tracked onto paved surfaces must be removed immediately.
7. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site.
8. Prevent shortcutting of the full length of the construction entrance by installing barriers as necessary.
9. Inspection shall be as specified in the SWPPP.

Interceptor Swale General Notes:

1. All trees, brush, stumps, obstruction and other material shall be removed and disposed of so as not to interfere with the proper functioning of the swale.
2. The swale shall be excavated or shaped to line, grade and cross-section as required to meet criteria specified herein and be free of bank projections or other irregularities which will impede normal flow.
3. All earth removed and not needed in construction shall be disposed of in an approved spoils site so that it will not interfere with the functioning of the swale.
4. Diverted runoff from a disturbed or exposed upland area shall be conveyed to a sediment trapping device.
5. The on-site location may need to be adjusted to meet field conditions in order to utilize the most suitable outlet.
6. For grades less than 2 percent and velocities less than 6 feet per second, the minimum required channel stabilization shall be grass, erosion control mats or mulching. For grades in excess of 2 percent or velocities exceeding 6 feet per second, stabilization is required in the form of turf reinforcement mats (or a layer of crushed stone or rip-rap with appropriate size, gradation, and thickness as specified in the SWPPP).
7. Minimum compaction for the swale shall be 90 percent standard proctor.
8. Inspection shall be as specified in the SWPPP.

Sediment Control Fence Usage Guidelines

A sediment control fence may be constructed near the downstream perimeter of a disturbed area along a contour to intercept sediment from overland runoff. A 2-year storm frequency may be used to calculate the flow rate to be filtered. Sediment control fence should be sized to filter a maximum flow through rate of 100 GPM/Ft.². Sediment control fence is not recommended to control erosion from a drainage area larger than 2 acres.



Preliminary
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 Corey A. Rentress, P.E. (20295) on 7/24/2023.
 It is not to be used for construction, bidding, or permit purposes.

Notices to Governing Bodies

FRENTRESS ENGINEERING, LLC
6504 State Hwy 19 S.
PO Box 1463
Athens, Texas 75751
Phone: (903)904-5046



August 21, 2025

Brazos River Authority
4600 Cobbs Drive
Waco, Texas 76710

Re: Kimberlin on the Brazos, LLC

To Whom it May Concern:

This letter shall serve as "Notice to Governing Bodies" for water right application as required by Texas Commission on Environmental Quality Water Rights Permitting Application Worksheet 2.0 "Notice to Governing Bodies". Kimberlin on the Brazos LLC (Certificate of Adjudication No. 12-4013 Authorization 4, 325-acre feet impoundment rights) proposes to construct and maintain an on-channel reservoir on a tributary of Loving Creek within the Brazos River Basin. The proposed reservoir is being constructed for agricultural/flood control purposes. The proposed reservoir is located at coordinated 32° 53' 44.21" N and 98° 23' 36.53" W.

If you have any questions, please feel free to give me a call at 903-904-5046.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Corey Frentress', written over a light blue horizontal line.

Corey Frentress, P.E.

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City, State, ZIP+4®

Brazos River Authority

4600 Cobbs Dr.

Waco, TX 76710

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- Print your name and address on the reverse so that we can return the card to you.
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1. Article Addressed to:

Brazos River Authority
4600 Lobbs Drive
Waco, TX 76710



9590 9402 9359 5002 9969 80

2. Article Number (Transfer from service label)

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A. Signature

X☐ Agent☐ Addressee

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Frentress Engineering, LLC
P.O. Box 1463
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Certified Mail Fee	\$5.30
\$	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.78
\$	
Total Postage and Fees	\$5.18
\$	

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08/22/2025

Sent To Palo Pinto County, Mike Reed
Street and Apt. No., or PO Box No. PO Box 369
City, State, ZIP+4® Palo Pinto, TX 76484

FRENTRESS ENGINEERING, LLC
6504 State Hwy 19 S.
PO Box 1463
Athens, Texas 75751
Phone: (903)904-5046



August 21, 2025

Palo Pinto County
Mike Reed, Commissioner Precinct 2
P O Box 369
Palo Pinto, Texas 76484

Re: Kimberlin on the Brazos, LLC

To Whom it May Concern:

This letter shall serve as "Notice to Governing Bodies" for water right application as required by Texas Commission on Environmental Quality Water Rights Permitting Application Worksheet 2.0 "Notice to Governing Bodies". Kimberlin on the Brazos LLC (Certificate of Adjudication No. 12-4013 Authorization 4, 325-acre feet impoundment rights) proposes to construct and maintain an on-channel reservoir on a tributary of Loving Creek within the Brazos River Basin. The proposed reservoir is being constructed for agricultural/flood control purposes. The proposed reservoir is located at coordinated 32° 53' 44.21" N and 98° 23' 36.53" W.

If you have any questions, please feel free to give me a call at 903-904-5046.

Sincerely,

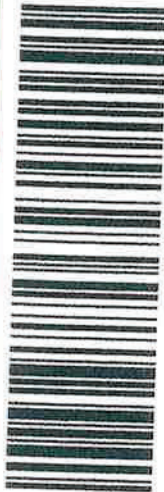
A handwritten signature in blue ink, appearing to read 'Corey Frentress'.

Corey Frentress, P.E.

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1. Article Addressed to:

Palo Pinto County
Mike Reed
Commissioner Precinct 2
PO Box 369
Palo Pinto, TX 76484



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2. Article Number (Transfer from service label)

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X

☐ Agent

☐ Addressee

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Postage \$0.78

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U.S. Army Corps Engineers
PO Box 17300
Fort Worth, TX 76102

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FRENTRESS ENGINEERING, LLC
6504 State Hwy 19 S.
PO Box 1463
Athens, Texas 75751
Phone: (903)904-5046



August 21, 2025

Molly Mohler, Brazos Watermaster
TCEQ Waco Regional Office
6801 Sanger Avenue, Ste. 2500
Waco, Texas 76710-7826

Re: Kimberlin on the Brazos, LLC

To Whom it May Concern:

This letter shall serve as "Notice to Governing Bodies" for water right application as required by Texas Commission on Environmental Quality Water Rights Permitting Application Worksheet 2.0 "Notice to Governing Bodies". Kimberlin on the Brazos LLC (Certificate of Adjudication No. 12-4013 Authorization 4, 325-acre feet impoundment rights) proposes to construct and maintain an on-channel reservoir on a tributary of Loving Creek within the Brazos River Basin. The proposed reservoir is being constructed for agricultural/flood control purposes. The proposed reservoir is located at coordinated 32° 53' 44.21"N and 98° 23' 36.53"W.

If you have any questions, please feel free to give me a call at 903-904-5046.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Corey Frentress', written over a light blue circular stamp.

Corey Frentress, P.E.

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1. Article Addressed to:

Brazos Watermaster
Molly Mohler
TCEQ Waco Regional Office
6801 Sanger Ave. Ste 2500
Waco, TX 76710-7826



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2. Article Number (Transfer from service label)

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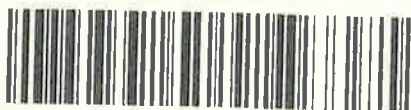
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Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy) \$	
<input type="checkbox"/> Return Receipt (electronic) \$	
<input type="checkbox"/> Certified Mail Restricted Delivery \$	
<input type="checkbox"/> Adult Signature Required \$	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	
Postage \$0.78	
\$	
Total Postage and Fees \$10.46	
\$	
Sent To Brazos River Authority	
Street and Apt. No., or PO Box No. 4600 Cobbs Dr.	
City, State, ZIP+4® Waco, TX 76710	
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions	

FRENTRESS ENGINEERING, LLC
6504 State Hwy 19 S.
PO Box 1463
Athens, Texas 75751
Phone: (903)904-5046



August 21, 2025

U.S. Army Corps of Engineers
Regulatory Division
P O Box 17300
819 Taylor Street, Room 3A37
Fort Worth, Texas 76102

Re: Kimberlin on the Brazos, LLC

To Whom it May Concern:

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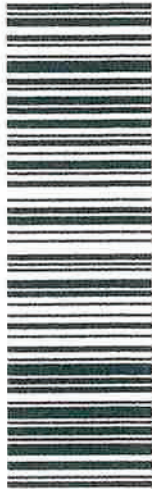
A handwritten signature in blue ink, appearing to read 'Corey Frentress', written over a light blue horizontal line.

Corey Frentress, P.E.

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| <input type="checkbox"/> Certified Mail Restricted Delivery | \$ | |
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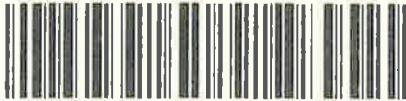
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1. Article Addressed to:

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Regulatory Division
P.O. Box 17300
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2. Article Number (Transfer from **service** label)**COMPLETE THIS SECTION ON DELIVERY**

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- ☐ Collect on Delivery Restricted Delivery
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Waco, TX 76710

Certified Mail Fee	\$5.30
Extra Services & Fees (check box, add fee as appropriate)	\$4.40
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.78

Total Postage and Fees \$10.48

0751
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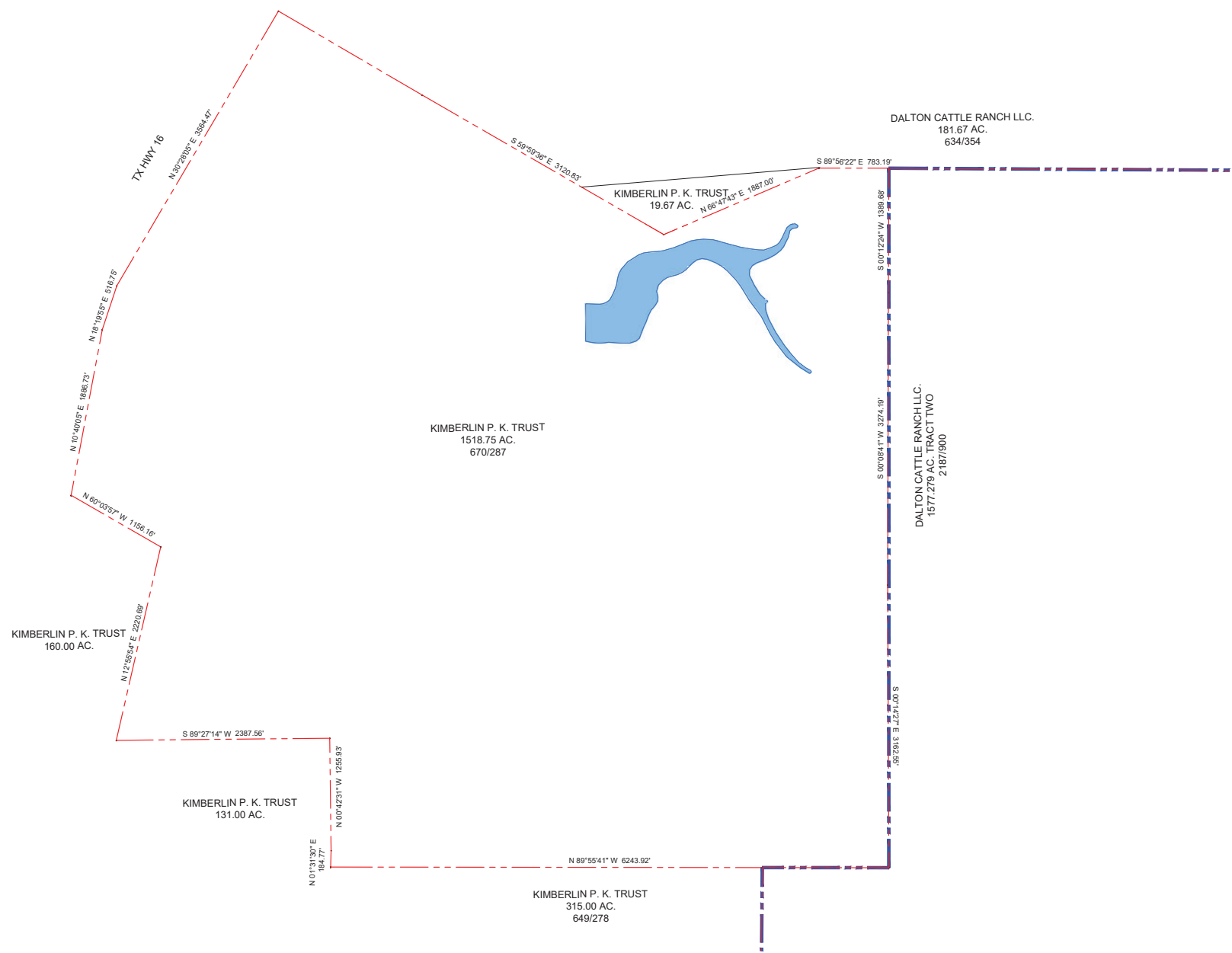
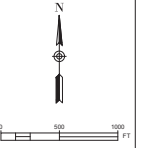
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08/22/2025

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4[®]

Bra 205 Watermaster Molly Mohler
6801 Sanger Ave Ste 2500
Waco, TX 76710-7826

Recorded Deeds for Inundated Land



WARRANTY DEED WITH VENDOR'S LIEN

Date: 7 - 14, 1986

Grantor: Jim Ed Miller, individually, and MHK, Ltd., a Texas Limited Partnership

Grantor's Mailing Address (including county): P.O. Box 746, Pecos, Reeves County, Texas 79772

Grantee: Kimberlin P. K. Trust

Grantee's Mailing Address (including county): 70 Marland Road
Colorado Springs,
El Paso County,
Colorado 80906

Consideration:

See the attached ADDENDUM TO WARRANTY DEED WITH VENDOR'S LIEN attached hereto and made a part hereof for a description of the consideration supporting this conveyance.

Property (including any improvements):

1518.75 acres, more or less, located in Palo Pinto County, Texas,
and being more particularly described by metes and bounds on
Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

See ADDENDUM TO WARRANTY DEED WITH VENDOR'S LIEN attached hereto and made a part hereof for all purposes for a description of all reservations from and exceptions to conveyance and warranty.

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 hereby 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 warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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



Grantee has executed and delivered a Deed of Trust to Secure Assumption to Latius R. Prikrayl, Trustee, of even date herewith.

Jim Ed Miller
Jim Ed Miller

MHK, Ltd., a Texas Limited Partnership

By: *Jim Ed Miller*
Jim Ed Miller, General Partner

(Acknowledgment)

STATE OF TEXAS
 COUNTY OF TRAVIS

This instrument was acknowledged before me on the
 by Jim Ed Miller.

14th day of July, 1986

Latius R Prikrayl
 Notary Public, State of Texas
 Notary's name (printed): Latius R Prikrayl
 Notary's commission expires: 5-11-88



(Corporate Acknowledgment)

STATE OF TEXAS
 COUNTY OF TRAVIS

This instrument was acknowledged before me on the
 by Jim Ed Miller, General Partner
 of MHK, Ltd.,
 a Texas Limited Partnership, on behalf of said limited partnership.

14th day of July, 1986

Latius R Prikrayl
 Notary Public, State of Texas
 Notary's name (printed): Latius R. Prikrayl
 Notary's commission expires: 5-11-88



AFTER RECORDING RETURN TO:
 Kathleen A. Holden
 BANKSTON, WRIGHT & GREENHILL
 1800 MBank Tower
 221 West 6th Street
 Austin, Texas 78701

PREPARED IN THE LAW OFFICE OF
 BANKSTON, WRIGHT & GREENHILL
 1800 MBank Tower
 221 West 6th Street
 Austin, Texas 78701



True and correct copy of
 original on file at Palo
 Pinto County, Texas
 Latius R. Prikrayl, County Clerk
 Page 2 of 2
 AUG 22 2023

ADDENDUM TO WARRANTY DEED WITH VENDOR'S LIENI.
CONSIDERATION

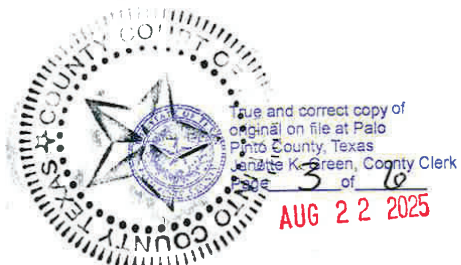
Ten and No/100 Dollars (\$10.00) and other good and valuable consideration; the execution and delivery by Grantee of those two certain promissory notes of even date herewith, designated "Miller Note" and "MHK Note," both executed by the Grantee, the "Miller Note" payable to the order of Jim Ed Miller, the "MHK Note" payable to the order of MHK, Ltd., a Texas Limited Partnership, both in the original principal sum of Two Hundred Forty-Seven Thousand Nine Hundred Seventy-Five and No/100 Dollars (\$247,975.00), the payment of both notes being secured by a second and inferior vendor's lien herein retained and a second lien Deed of Trust of even date herewith; and the further consideration of Grantee's ASSUMPTION AND PROMISE TO PAY, pursuant to its terms, the unpaid principal balance and accrued interest on that one certain promissory note dated July 13, 1977, in the original principal sum of Two Hundred Eighty-Five Thousand and No/100 Dollars (\$285,000.00), executed by M-RC Land & Cattle Company, payable to the order of the Equitable Life Assurance Society of the United States, the payment of said Note secured by a first lien Deed of Trust of even date therewith of record in Volume 128, Page 757, Deed Records of Palo Pinto County, Texas, and a first and superior vendor's lien retained in a deed of even date therewith from Hinkson Cattle Company to M-RC Land & Cattle Company. Grantee agrees to indemnify and hold Grantor harmless from payment of said note assumed and from performance of Grantor's obligations specified in the instruments securing payment of the note.

II.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

THIS CONVEYANCE IS EXPRESSLY MADE AND ACCEPTED
SUBJECT TO THE FOLLOWING:

1. Oil and Gas Lease, dated July 28, 1973, recorded in Volume 440, Page 177, Deed Records of Palo Pinto County, Texas, executed by Laura Hinkson, as Lessor, in favor of M. O. Rife,



Jr., as Lessee, insofar as said lease covers 160 acres out of the Samuel E. Harding Survey, Abstract 221, as described in Release of Lease dated March 20, 1985, recorded in Volume 644, Page 458, Deed Records of Palo Pinto County, Texas.

2. Save and Except all oil, gas and other minerals lying in and under a certain 20.7 acre tract of land out of the George Myers Survey, Abstract 311, described in a Deed dated November 19, 1940, from Hattie E. Porter to Laura E. Hinkson, recorded in Volume 186, Page 23, Deed Records of Palo Pinto County, Texas, to which reference is here made for all purposes; and further Save and Except an outstanding 15/16ths of all of the oil, gas and other minerals in and under all of the remaining portion of the property conveyed hereby.

3. Oil, Gas and Mineral Lease dated November 23, 1984, by and between Robert D. Hinkson, et al, as Lessors, and Williams Petroleum Company, Inc., as Lessee, and recorded in Volume 641, Page 27, Deed Records, Palo Pinto County, Texas, and all amendments and ratifications thereto of record in the Deed Records of Palo Pinto County, Texas.

4. Unrecorded easement for Southwestern Gas Pipeline, Inc. transmission line across "Second Tract" as described in Release recorded in Volume 488, Page 212, Deed Records of Palo Pinto County, Texas.

5. Any and all other valid and subsisting easements, restrictions, reservations, covenants and conditions relating to the property to the extent that the same are valid and enforceable against the property, as same are shown by instruments filed for record in the office of the Palo Pinto County Clerk.





FIELD NOTES OF A TRACT OF LAND IN PALO PINTO COUNTY, TEXAS.

MADE FOR: JIM ED MILLER.

Being 1518.75 Acres, more or less, comprised of 1.20 Acres, more or less, of the R. Coupland Survey, Cert. No. 29/288, Abst. No. 120, Patent No. 368, Vol. 20; and 1092.66 Acres, more or less, of the Samuel F. Harding Survey, Cert. No. 40, Abst. No. 221, Patent No. 238, Volume 23, dated May 28, 1880; and 19.67 Acres, more or less, of the Geo. Myers Survey, Cert. No. 3067/3168, Abst. No. 311, Patent No. 696, Volume 11, dated April 16, 1858; and 234.22 Acres, more or less, of the Samuel C. Neill Survey, Cert. No. 238, Abst. No. 355, Patent No. 738, Volume 11, dated September 6, 1858; and 171.00 Acres, more or less, of the T. R. Y. Giminez Survey, Cert. No. 32, Abst. No. 1101, Patent No. 242, Volume 4, dated December 1, 1880, and being the same lands enclosed by fence, as described in three tracts, and recorded in Volume 541, Page 152, of the Deed Records of Palo Pinto, Texas.

BEGINNING, At a 4 1/2 inch steel pipe post, found, at a scattered rock mound, at the Southeast corner of said Samuel C. Neill Survey, from whence a 20 inch Cedar Brs. N45-22W, 27.35 Feet, and a 1/2 inch iron pin, set, at old stone mound, found, at the Northeast corner of said R. Coupland Survey Brs. S60-45E, 174.30 Feet, from said 1/2 inch iron pin and stone mound, a cedar stump Brs. S84-36E, 49.86 Feet;

THENCE, N60-03-57W, with fence line, 1156.16 Feet, to a 1/2 inch iron pin, set, at corner post, at scattered rock mound, found, on the East R-O-W fence line of State Highway No. 16;

THENCE, With the R-O-W line of said highway as follows; N10-40-05E, with fence line, 1886.73 Feet, to a 1/2 inch iron pin, set, at the beginning of a curve to the right; and 519.33 Feet, with the arc of said curve, which has a chord bearing of N18-19-55E, and a chord distance of 516.75 Feet, and a radius of 1502.80 feet, to a 1/2 inch iron pin, set, at end of said curve, at corner post; and N30-28-05E, with fence line, at 2206.65 Feet, pass the approximate centerline of Southwestern Gas Co. transmission line, at 3564.47 Feet, a 1/2 inch iron pin, set at corner post;

THENCE, S59-42-12E, with fence line, 1862.42 Feet, to a 1/2 inch iron pin, set, at corner post, and planted stone, found;

THENCE, S59-59-36E, with fence line, 3120.83 Feet, to a 1/2 inch iron pin, set, at corner post, on the South line of the George Myers Survey;

THENCE, N66-47-43E, with fence line, 1887.00 Feet to a 4 1/2 inch steel pipe corner post;

THENCE, S89-56-22E, with fence line, 783.19 Feet, to a 2 3/8 inch steel pipe corner post;

THENCE, S00-12-24W, with fence line, 1389.68 Feet, to a 2 inch pipe at pipe line crossing;

THENCE, S00-08-41W, with fence line, 3274.19 Feet, to a 2 inch pipe at Southwestern Gas Co. Transmission Pipe line, crossing East fence line hereof;

THENCE, S00-14-27E, with fence line, 3162.55 Feet, to a 1/2 inch iron pin, set, at corner post and scattered rock mound;

THENCE, N89-55-41W, with fence line, 6243.92 Feet, to a 1/2 inch iron pin, set, at corner post, on the slope of a bluff;

THENCE, N01-31-30E, with fence line on slope of bluff, and up a steep bluff, 184.77 Feet, to a 1/2 inch iron pin, set, on edge of bluff, at large cedar post;

Jim Ed Miller

1 of 2

EXHIBIT



True and correct copy of
Original on file at Palo
Pinto County, Texas
Janette K. Green, County Clerk
Page 5 of 6

AUG 22 2025



Jim Ed Miller

2 of 2

THENCE, N00-42-31W, with fence line, at 19.30 Feet, pass a stone mound, found, and a 1/2 inch iron pin, set, at 1255.93 Feet, a 1/2 inch iron pin, set, at corner post and scattered rock mound, at the Southeast corner of the said T. R. Y. Giminez Survey, and a corner of said S. F. Harding Survey, from whence a large multi-pronged Cedar Brs. N77-39W, 37.95 Feet; THENCE, S89-27-14W, with fence line and South line of said Giminez Survey, 2387.56 Feet, to a 1/2 inch iron pin, set, at corner post, and scattered rock mound, found, from whence a large stone found Brs. S88-10-12W, 499.54 Feet; THENCE, N12-55-54E, with fence line, 2220.69 Feet, to the place of beginning.

I, JERRY M. GOODSON, Registered Public Surveyor in the State of Texas, do hereby certify that the foregoing Field Notes were prepared from an actual survey made on the ground, the Records of Palo Pinto County, Texas, and surveys of area property; that the corners and boundaries with marks natural and artificial are just as were found on the ground, and are correct to the best of my knowledge and belief.

WITNESS MY HAND AND SEAL THIS THE 23RD DAY OF APRIL, 1984.

Jerry M. Goodson
Jerry M. Goodson
Registered Public Surveyor No. 1960



THE STATE OF TEXAS
County of Palo Pinto
I, Bobbie Smith, Clerk of the County Court in and for said County do hereby certify that the above instrument in writing, with its certificate of authentication, was filed for record in my office on the 17 day of July A.D. 19 86 at 8 o'clock A M. and recorded the 17 day of July A.D. 19 86 in the 287 Records of said County in Volume 670 Pages 287

Witness my hand and official seal in Palo Pinto, Texas, the day and year last above written.

Bobbie Smith
County Clerk, Palo Pinto County, Texas
Marion Hilloughy Deputy

2 of 2

EXHIBIT



True and correct copy of
original on file at Palo
Pinto County, Texas
Janette K. Green, County Clerk
Page 12 of 16

AUG 22 2025

STATE OF TEXAS
COUNTY OF PALO PINTO
I do hereby certify that the foregoing document is a true and correct copy of the original
recorded in my office as found in Vol. 670 Pg. 287
County Clerk, Palo Pinto County, Texas
Elena James DEPUTY
August 22, 2005

Consent for Inundated Land

KIMBERLIN ON THE BRAZOS, LLC.

Kimberlin on the Brazos LLC

John Kimberlin

3322 Shorecrest Drive, Suite 200

Dallas Texas 75235

RE: Letter of Consent

This letter is consent that the applicant Kimberlin on the Brazos LLC is also the owner of Kimberlin P.K. Trust. This letter shall serve as notice that John Kimberlin gives consent to sign documents in regards to proposed water rights inundating land owned by Kimberlin P.K. Trust, 1,518.75 acres recorded in Volume 670 Page 287 of Palo Pinto County Public Deed Records.

Printed Name: John Kimberlin

Signature: 

Owner: Kimberlin on the Brazos LLC

Owner: Kimberlin P.K. Trust

Worksheet 3.0

Not Applicable

Not Applicable

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. ____ 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** _____ cfs (cubic feet per second)
or _____ gpm (gallons per minute)

c. Does this point share a diversion rate with other points? Y / N _____
*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 _____

*** 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	
<input type="checkbox"/>	From an on-channel reservoir	
<input type="checkbox"/>	From a stream to an on-channel reservoir	Proposed
<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 _____

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.

Additional Worksheet 3.0

for each point

Not Applicable

Recorded Deeds for Diversion Point

Not Applicable

Consent for Diversion Access

Not Applicable

Worksheet 4.0

Not Applicable

Not Applicable
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_____.
- b. Provide the amount of water that will be lost to transportation, evaporation, seepage, channel or other associated carriage losses_____(% or amount) and explain the method of calculation:_____
- c. Is the source of the discharged water return flows? Y / N_____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____ If yes, provide the following information:
1. Source aquifer(s) from which water will be pumped:_____
 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_____.
 3. Indicate how the groundwater will be conveyed to the stream or reservoir.
 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_____

TPDES Permit(s)

Not Required

WWTP Discharge Data

Not Applicable

**Groundwater Well Permit
Not Required**

Signed Water Supply Contract
Not Applicable

Worksheet 4.1

Not Applicable

Not Applicable
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 _____ 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 _____ gpm.
- c. Name of Watercourse as shown on Official USGS maps: _____
- d. Zip Code _____
- e. Location of point: In the _____ Original Survey No. _____, Abstract No. _____, _____ County, Texas.
- f. Point is at:
Latitude _____ °N, Longitude _____ °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): _____

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

Worksheet 5.0

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.**

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: 16.4

☐ 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.

Addendum to Worksheet 5.0

Not Applicable

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					
Chloride, mg/L					
Total Dissolved Solids, mg/L					
pH, standard units					
Temperature*, degrees Celsius					

* 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 _____ and the name of the aquifer from which water is withdrawn _____.

Worksheet 6.0

Not Applicable

Water Conservation Plan(s)

Not Applicable

Not Applicable
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

Drought Contingency Plan(s)

Not Applicable

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____

Not Applicable

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____

**Documentation of Adoption of Water
Conservation and Drought Contingency
Plan(s)**

Not Applicable

Worksheet 7.0

Not Applicable

Evaporation/Precipitation Study included as reference

Not Applicable

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.

Evaporation**Project : Kimberlin Flood Control Lake Dam No. 2 25494**

Monthly Lake Surface Evaporation in Inches

Annual Total Evaporation in Inches

Quad # 509 from Texas Water Development Board - Water Data for Texas

By: Corey Frentress, PE

Date: 7/15/2025

Source: <https://waterdatafortexas.org/lake-evaporation-rainfall>

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
1954	1.63	4.69	5.46	5.53	4.76	8.95	10.74	10.52	8.66	5.72	3.76	3.18	73.60
1955	2.13	2.39	4.20	6.40	5.98	6.68	8.48	7.78	5.78	5.65	3.76	2.92	62.15
1956	2.53	2.06	5.48	5.67	6.12	8.46	10.67	10.17	8.60	6.54	3.97	3.22	73.49
1957	2.20	1.76	3.42	2.94	3.06	5.86	7.84	8.54	5.96	4.29	2.67	3.05	51.59
1958	1.97	2.03	2.47	3.71	3.92	8.09	8.30	8.00	4.93	3.74	3.19	2.26	52.61
1959	2.09	2.13	5.31	4.94	4.99	5.65	5.75	7.56	6.35	4.45	3.62	2.41	55.25
1960	2.45	2.60	2.92	5.48	5.90	8.28	6.85	6.48	7.15	4.13	3.66	2.66	58.56
1961	1.67	2.71	4.10	5.47	4.90	4.79	5.01	6.71	5.87	4.77	2.81	1.80	50.61
1962	1.98	3.31	3.42	3.13	5.51	4.81	5.66	5.91	4.10	4.28	2.63	2.19	46.93
1963	1.76	2.20	3.68	4.59	4.61	5.80	7.85	6.89	4.98	5.23	3.55	1.63	52.77
1964	2.66	2.60	4.63	5.00	5.17	8.23	10.28	9.15	5.54	4.36	2.99	2.59	63.20
1965	2.53	2.26	3.47	5.17	3.50	6.93	9.32	7.98	7.38	4.19	3.07	2.01	57.81
1966	1.62	1.81	5.02	6.11	4.48	7.07	8.12	6.57	4.21	4.85	4.22	2.56	56.64
1967	3.24	3.41	6.36	5.77	6.43	8.30	8.14	8.68	4.66	5.17	3.21	2.40	65.77
1968	1.24	2.10	3.41	4.41	4.21	6.30	7.41	8.50	5.77	5.24	3.48	2.91	54.98
1969	2.79	2.34	3.25	5.00	5.19	7.78	10.36	6.67	4.67	4.64	3.47	1.96	58.12
1970	1.95	2.35	3.23	4.46	5.35	7.70	9.48	8.36	6.20	4.67	4.52	3.92	62.19
1971	3.32	4.08	6.39	6.47	6.33	8.57	8.80	5.50	5.39	4.00	3.29	2.43	64.57
1972	2.22	3.03	6.01	7.21	5.73	7.95	7.88	6.80	5.07	4.68	2.98	2.59	62.15
1973	2.13	2.62	4.58	4.28	6.07	6.11	7.94	7.35	4.79	3.52	3.83	3.31	56.53
1974	2.16	4.23	5.10	6.90	6.21	8.33	9.54	6.54	4.24	3.95	2.89	1.95	62.04
1975	2.41	2.65	4.15	4.69	4.07	7.10	7.16	7.48	6.02	5.80	4.51	2.06	58.10
1976	3.26	4.59	5.61	4.83	5.26	6.82	6.49	8.13	5.10	3.79	2.24	2.16	58.28
1977	1.66	3.02	5.11	4.59	4.12	7.68	9.14	7.71	7.80	5.38	3.69	4.14	64.04
1978	1.96	1.25	4.56	6.14	6.02	7.73	9.95	7.47	4.88	5.66	2.81	2.91	61.34
1979	1.75	2.19	4.50	4.39	4.56	6.12	7.63	6.99	6.28	7.00	3.19	2.24	56.84
1980	2.06	2.80	4.89	6.12	5.15	8.45	10.58	9.33	6.72	5.16	3.49	2.47	67.22
1981	2.28	2.63	4.28	5.10	5.50	6.08	8.86	8.09	6.13	4.09	3.41	2.71	59.16
1982	2.67	2.27	4.12	5.14	4.92	6.19	7.27	7.91	6.76	5.28	3.34	2.82	58.69
1983	1.92	2.13	3.64	5.47	5.41	6.13	8.44	7.94	6.83	4.95	3.86	1.62	58.34
1984	2.72	3.88	4.40	6.89	7.49	8.82	8.87	8.49	6.82	3.54	3.37	1.55	66.84
1985	2.37	2.09	3.55	5.42	5.66	7.03	7.75	8.72	6.49	4.06	2.72	2.12	57.98
1986	3.11	2.62	5.19	5.54	4.79	5.66	9.29	7.77	5.75	3.62	2.76	1.54	57.64
1987	2.06	2.10	3.70	5.69	4.57	5.57	7.82	7.89	5.75	5.38	3.19	2.15	55.87
1988	2.13	2.94	5.14	6.46	5.95	6.72	7.83	7.80	6.71	5.10	4.43	2.55	63.76
1989	2.60	2.36	4.48	5.53	6.07	6.07	7.69	6.35	6.01	6.12	4.04	3.22	60.54
1990	2.32	2.44	3.07	4.06	5.15	8.88	7.57	6.43	5.59	4.94	2.93	1.70	55.08
1991	1.99	2.97	5.16	5.17	5.77	7.27	9.94	7.76	5.62	6.40	3.35	2.77	64.17
1992	1.71	2.83	4.21	4.49	4.77	6.36	7.86	6.21	5.94	5.36	3.07	2.08	54.29
1993	1.82	2.22	3.53	4.95	5.23	7.40	11.54	10.51	6.76	5.07	2.93	1.83	63.79
1994	2.20	2.58	4.57	5.01	4.63	7.54	7.61	7.90	4.96	3.74	2.64	1.69	55.46
1995	2.26	2.51	3.34	4.64	4.73	6.31	7.43	6.61	4.94	5.91	3.45	2.75	54.88
1996	2.72	3.65	5.06	6.37	7.05	6.88	8.11	5.83	4.19	4.42	2.75	2.72	59.75
1997	3.94	2.81	4.00	3.87	4.70	5.68	7.54	6.93	6.62	4.44	2.83	2.28	55.64
1998	1.89	2.34	3.99	5.46	6.09	8.13	9.43	7.31	6.22	4.75	2.68	1.79	60.08
1999	3.98	3.28	4.06	5.92	5.76	5.96	8.59	10.34	8.00	5.94	3.88	3.35	68.92
2000	2.80	3.17	4.06	4.48	5.30	5.16	7.66	8.78	6.85	3.97	2.13	1.68	56.35
2001	1.79	2.05	2.92	4.19	5.32	7.59	9.49	7.74	5.20	4.83	3.13	2.25	56.50
2002	2.89	2.79	3.95	4.67	5.26	6.45	6.37	8.09	5.93	3.44	3.30	2.46	55.60
2003	2.40	1.95	3.99	5.86	5.17	6.13	8.05	7.81	5.27	4.34	3.21	2.53	56.71
2004	2.13	1.83	4.07	4.60	5.05	5.77	7.25	6.58	5.95	4.12	2.63	2.50	52.48
2005	2.00	2.14	4.34	5.57	4.67	7.18	7.59	6.30	6.89	5.37	4.41	3.30	59.76
2006	4.38	3.16	4.81	6.17	6.53	8.29	8.80	9.29	6.01	5.28	3.76	2.54	69.02
2007	1.80	3.06	3.69	4.14	3.62	5.37	4.90	5.83	4.88	5.03	3.35	2.37	48.04
2008	2.67	3.47	4.69	5.56	6.00	8.67	8.83	6.73	5.46	5.27	4.31	2.75	64.41
2009	3.13	4.08	4.66	5.77	4.79	7.61	8.48	8.13	4.67	3.64	2.96	1.81	59.73
2010	1.97	1.87	4.08	4.94	5.01	7.51	6.99	8.54	5.64	5.64	4.27	3.37	59.83
2011	1.75	2.35	4.94	7.16	5.91	9.36	10.60	10.14	7.41	5.02	3.61	1.30	69.55
2012	2.91	2.75	3.42	4.50	5.71	6.63	8.46	8.40	6.84	4.87	4.58	3.43	62.38
2013	3.32	3.33	4.90	5.13	5.26	8.05	7.97	7.43	6.25	3.93	3.10	2.08	61.07
2014	2.30	2.22	4.75	5.36	6.10	6.42	7.70	8.01	5.29	6.11	3.80	2.30	60.54
2015	1.93	2.18	3.11	4.36	3.71	6.38	8.25	7.29	6.14	6.44	2.52	2.73	54.81
2016	2.23	3.67	5.22	4.94	4.64	6.43	8.92	6.77	5.20	5.16	3.35	2.53	59.14
2017	3.05	3.56	4.84	5.05	5.38	6.47	7.00	6.27	5.82	5.54	3.05	2.05	58.22
2018	2.62	2.69	4.48	5.39	6.42	8.74	8.52	7.58	4.16	3.61	2.73	1.98	59.69
2019	1.92	1.77	2.66	5.90	5.46	5.59	6.77	7.72	6.31	5.50	2.94	2.06	54.77
2020	2.06	2.69	3.12	4.50	5.94	7.30	7.84	8.69	4.51	4.87	3.69	3.12	58.55
2021	2.47	1.95	4.53	4.36	3.79	5.98	6.65	6.81	6.56	5.27	3.32	2.97	54.38
2022	2.63	2.55	4.60	5.92	6.53	8.05	9.85	7.26	6.64	5.71	2.89	1.86	64.49
2023	2.58	2.93	3.69	5.13	4.57	6.56	8.23	8.98	6.68	5.37	2.63	2.63	59.98
2024	2.25	3.39	3.77	4.38	4.49	6.47	8.45	9.07	10.33	6.65	2.78	3.76	65.79
Average	2.37	2.70	4.27	5.19	5.24	7.01	8.23	7.73	5.97	4.91	3.32	2.47	59.44

Precipitation**Project : Kimberlin Flood Control Lake Dam No. 2 25494**

Monthly Lake Surface Precipitation in Inches

Annual Total Precipitation in Inches

Quad # 509 from Texas Water Development Board - Water Data for Texas

By: Corey Frentress, PE

Date: 7/15/2025

Source: <https://waterdatafortexas.org/lake-evaporation-rainfall>**Monthly and Annual Precipitation in Inches**

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	ANNUAL
1954	2.05	0.40	0.55	3.69	3.62	0.48	1.64	0.60	0.76	1.81	2.56	1.22	19.39
1955	1.55	1.20	1.28	2.45	6.96	3.29	1.37	1.53	3.29	0.48	0.14	0.58	24.14
1956	2.12	1.70	0.56	1.64	4.45	0.58	0.64	0.97	0.33	2.07	1.46	3.07	19.59
1957	0.71	2.75	1.51	8.94	12.48	2.06	1.45	0.34	3.03	6.30	4.63	1.07	45.29
1958	1.99	1.24	2.76	4.56	3.51	2.24	5.26	2.45	3.96	1.44	1.42	1.02	31.84
1959	0.05	0.74	0.48	1.57	3.10	6.31	3.78	1.65	2.28	8.38	0.75	2.44	31.53
1960	3.06	1.55	1.03	2.43	2.50	1.37	3.11	2.20	2.42	2.45	0.16	3.36	25.63
1961	4.98	2.59	1.72	0.66	1.65	6.91	3.34	0.61	3.18	3.07	3.11	1.19	33.02
1962	0.17	0.53	1.45	2.66	1.03	5.39	6.30	1.07	6.81	3.60	1.79	1.17	31.96
1963	0.22	0.18	0.42	3.71	5.19	2.76	0.71	2.48	2.02	1.66	4.26	0.51	24.12
1964	3.04	1.78	1.69	2.28	1.80	1.14	0.80	4.20	6.14	1.22	4.67	0.63	29.39
1965	2.40	2.31	0.75	2.45	7.75	1.21	0.36	2.20	2.75	2.69	1.43	1.98	28.28
1966	1.34	1.49	0.37	6.70	1.71	4.48	0.69	4.58	6.45	1.05	0.33	0.32	29.51
1967	0.16	0.66	1.43	2.36	3.50	3.03	4.12	0.25	5.52	2.17	2.26	1.49	26.97
1968	7.21	2.02	4.03	3.37	4.15	3.25	3.31	2.06	1.70	0.28	4.46	0.75	36.59
1969	0.97	2.33	4.70	4.97	4.62	3.11	1.85	4.02	3.82	4.96	1.14	3.72	40.21
1970	0.22	3.57	3.47	2.96	3.27	0.73	0.43	2.18	4.91	1.62	0.11	0.36	23.82
1971	0.10	1.08	0.15	1.74	4.74	1.56	3.30	3.39	3.99	4.62	0.91	3.27	28.83
1972	0.72	0.48	0.18	3.36	3.08	1.94	1.65	2.11	2.19	4.31	1.30	0.19	21.51
1973	3.71	2.26	2.20	5.12	2.00	3.34	5.44	0.23	4.23	5.71	1.12	0.04	35.40
1974	0.47	1.27	0.95	1.94	2.05	1.82	1.64	5.21	5.85	6.89	1.50	1.69	31.30
1975	1.40	2.52	1.22	2.61	5.25	2.44	2.28	1.62	1.73	0.40	1.18	1.25	23.92
1976	0.05	0.56	1.06	5.54	3.83	1.84	4.43	2.18	3.62	5.96	0.67	1.01	30.74
1977	2.16	0.87	5.10	3.77	3.26	1.27	1.67	1.86	0.35	0.90	1.56	0.23	23.00
1978	1.06	2.27	1.11	2.53	4.03	0.95	0.99	3.51	1.76	0.82	2.98	0.31	22.31
1979	2.91	1.65	5.00	2.70	5.75	2.01	1.64	2.93	0.52	1.71	0.50	3.17	30.47
1980	1.77	1.41	1.27	1.34	6.15	1.14	0.27	0.75	7.16	0.91	1.74	2.14	26.05
1981	0.53	0.60	3.87	1.82	2.42	5.34	1.31	1.93	2.73	14.10	1.27	0.33	36.25
1982	1.71	2.00	1.75	1.44	10.06	7.18	1.87	0.76	0.44	1.73	3.08	2.41	34.43
1983	1.69	1.02	3.75	0.80	6.10	2.70	1.05	1.25	0.79	2.32	1.41	0.50	23.38
1984	0.79	1.56	3.06	1.07	1.92	3.61	1.96	1.83	1.17	8.75	2.14	5.23	33.10
1985	1.02	1.65	3.77	2.41	2.88	4.34	2.11	0.72	2.95	4.77	1.51	0.34	28.48
1986	0.00	2.70	1.46	2.59	5.63	6.65	1.71	2.05	3.77	4.47	2.96	3.09	37.08
1987	1.53	4.60	1.35	0.73	7.97	5.21	0.90	2.04	2.38	0.61	2.01	2.50	31.84
1988	0.23	0.59	0.95	1.76	3.17	4.49	3.21	1.33	3.37	1.39	0.71	1.88	23.08
1989	1.90	3.95	2.38	1.84	7.53	7.20	1.10	4.17	4.48	1.17	0.16	0.37	36.25
1990	2.10	3.62	4.31	9.51	4.27	1.39	4.19	3.30	3.19	2.32	3.62	0.97	42.80
1991	3.00	0.91	0.93	1.10	3.43	6.53	3.15	4.41	4.65	7.01	0.84	8.50	44.47
1992	2.32	4.24	1.63	1.30	5.54	4.34	2.61	2.30	3.44	0.79	3.50	2.47	34.46
1993	2.00	2.96	2.00	2.53	2.11	3.88	0.00	1.99	3.62	6.42	0.79	1.65	29.96
1994	1.56	1.44	0.81	2.66	7.98	1.23	3.50	1.05	3.33	5.38	4.48	1.99	35.42
1995	2.26	2.51	3.04	2.52	5.72	3.79	4.61	5.03	4.99	1.23	1.27	0.88	37.84
1996	0.64	0.15	1.63	2.46	3.47	2.60	3.21	7.34	5.85	2.47	6.25	1.87	37.96
1997	0.37	7.78	2.56	4.31	3.92	6.29	1.41	2.25	0.81	4.02	1.23	3.47	38.41
1998	2.16	2.49	4.94	0.55	2.01	2.24	1.67	1.59	1.06	3.16	2.68	1.96	26.53
1999	2.23	0.10	4.17	2.46	3.43	2.99	0.71	0.41	1.09	2.01	0.12	1.10	20.82
2000	0.95	0.63	1.99	1.92	2.13	5.38	0.14	0.05	0.31	3.37	4.88	1.46	23.21
2001	2.72	4.71	3.26	1.17	2.74	0.73	0.18	2.35	2.69	1.26	2.79	1.78	26.38
2002	1.16	1.49	4.40	1.79	5.29	2.62	4.81	0.49	2.24	6.69	0.79	3.01	34.77
2003	0.40	2.26	1.11	1.16	2.77	6.12	0.35	2.47	3.27	2.19	1.90	0.22	24.22
2004	1.22	5.08	1.55	4.39	2.03	7.24	1.49	4.40	1.21	3.32	6.50	0.58	39.01
2005	1.53	2.41	2.54	0.12	3.76	0.93	2.44	4.59	0.98	1.36	0.13	0.08	20.87
2006	1.21	2.11	3.97	3.24	3.06	2.37	0.76	1.83	3.06	3.07	1.37	1.44	27.49
2007	2.43	0.56	6.7	2.42	8.28	12.1	3.14	2.97	3.59	1.09	1.63	0.86	45.77
2008	0.34	0.83	4.33	4.33	2.4	1.84	1	3.44	2.11	2.41	0.91	0.05	23.99
2009	0.57	0.56	2.85	2.17	3.15	2.14	4.29	1.68	6.93	5.43	0.38	1.59	31.74
2010	2.81	3.23	3.06	3.37	3.27	2.13	4.19	0.49	6.12	0.82	0.28	1.26	31.03
2011	0.95	1.11	0.1	2.82	2.63	0.56	0.08	3.04	1.25	5.77	0.52	3.33	22.14
2012	5.77	2.24	3.72	0.73	2.85	3.06	1.34	2.37	4.3	0.45	0.03	0.95	27.81
2013	3.34	1.23	0.87	3.79	2.08	2.01	4.79	1.98	3.32	2.65	1.4	2.02	29.48
2014	0.04	0.45	0.63	1.46	3.13	3.99	1.55	1.93	1.28	2.59	3.77	0.94	21.76
2015	2.54	1.78	2.37	4.93	13.1	2.98	4.58	1.2	0.92	6.17	6.84	2.1	49.51
2016	0.1	0.93	3.12	6.55	8.21	3.1	0.92	3.61	4.45	1.59	2.66	0.55	35.79
2017	1.91	2.04	0.76	3.13	2.52	6.99	2.21	3.94	2.53	1.04	1.13	1.63	29.83
2018	0.04	4.81	2.06	0.38	2.13	1.3	2.14	2.56	6.84	11.01	1.2	3.58	38.05
2019	0.51	0.55	1.32	5.77	8.72	4.25	1.19	1.94	0.16	2.25	2.68	1.13	30.47
2020	2.43	2.57	6.21	0.8	3.72	3.06	0.77	0.54	7.8	1.72	0.9	1.31	31.83
2021	2.2	0.78	1.73	5.15	6.41	4.57	2.23	3.42	1.84	3.59	0.61	0.09	32.62
2022	0.08	1.53	0.79	1.41	2.18	1.26	0.48	2.35	1.38	3.28	2.37	1.75	18.86
2023	0.86	2.09	1.97	1.22	4.56	1.55	0.78	0.27	3.11	7.35	0.28	1.96	26
2024	2.63	1.81	3.95	3.78	7.28	1.7	3.49	0.84	6.25	0.25	3.69	1.36	37.03
Average	1.60	1.89	2.26	2.82	4.36	3.28	2.14	2.22	3.14	3.27	1.94	1.62	30.52

Project : Kimberlin Flood Control Lake Dam No. 2 25494

Monthly Lake Surface Net Evaporation in Inches Based on Surface Area of Lake at Normal Water Level

Annual Total Precipitation in Inches

Quad # 509 from Texas Water Development Board - Water Data for Texas

By: Corey Frentress, PE

Date: 7/15/2025



Lake Surface (Acres) =	23.03
Gallons / Acre -Foot =	325,851

	Ac-ft	Gal	GPD	GPM
Annual Average Total Evap.	55.49	18,082,837.58	49,542.02	34.40

Monthly Averages

Month	Ac-ft	Gal	GPD	GPM
Jan	1.48	481,529	15,829.36	10.99
Feb	1.551281338	505,487	16,616.92	11.54
Mar	3.874824531	1,262,615	41,506.10	28.82
Apr	4.560048122	1,485,896	48,846.03	33.92
May	1.688866667	550,319	18,090.69	12.56
Jun	7.156329225	2,331,897	76,656.71	53.23
Jul	11.68637347	3,808,016	125,181.34	86.93
Aug	10.57217559	3,444,954	113,246.35	78.64
Sep	5.440161737	1,772,682	58,273.57	40.47
Oct	3.152569131	1,027,268	33,769.49	23.45
Nov	2.642773592	861,150	28,308.69	19.66
Dec	1.643725704	535,610	17,607.16	12.23

Average =	4.620573953	1,505,618.64	49,494.37	34.37
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TOTAL =	55.45	Acre-Feet
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Worksheet 8.0

Fees

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 (\$) . <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 _____ acre-feet of in-place Recreational Use State Water to be stored at normal max operating level.	
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		\$

2. AMENDMENT OR SEVER AND COMBINE

	Description	Amount (\$)
Filing Fee	Amendment: \$100	
	OR Sever and Combine: \$100 x _____ of water rights to combine	100.00
Recording Fee		\$12.50
Mailed Notice	Additional notice fee to be determined once application is submitted.	1,173.12
TOTAL INCLUDED		\$

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		\$ 1,285.62

**Print out showing Kimberlin on the Brazos
LLC is in good standing with the State of
Texas – no fees owed**

FRANCHISE TAX ACCOUNT STATUS

This record as of August 13, 2025 at 15:14:40

KIMBERLIN ON THE BRAZOS, L.L.C.

Texas Taxpayer Number:	32091364136
Mailing Address:	3322 SHORECREST DR STE 200 DALLAS, TX 75235 - 2010
Right to Transact Business in Texas:	ACTIVE
State of Formation:	TX
SOS Registration Status (SOS status updated each business day):	ACTIVE
Effective SOS Registration Date:	08/23/2023
Texas SOS File Number:	0805197066
Registered Agent Name:	WILLIAM L. DISMUKE
Registered Office Street Address:	2000 E LAMAR BLVD., SUITE 500 ARLINGTON, TX 76006

Public Information Report for Year
2024

Title	Name and Address
SECRETARY	CHARLOTTE P. KIMBERLIN 3322 SHORECREST DR, STE 200 DALLAS, TX 75235
TREASURE	JOHN Z. KIMBERLIN, JR 3322 SHORECREST DR, STE 200 DALLAS, TX 75235
PRESIDENT	JOHN Z. KIMBERLIN, JR 3322 SHORECREST DR, STE 200 DALLAS, TX 75235

Public Involvement Plan



Texas Commission on Environmental Quality

Public Involvement Plan Form for Permit and Registration Applications

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

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

Section 1. Preliminary Screening

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

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

Section 2. Secondary Screening

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

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

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

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

Section 3. Application Information

Type of Application (check all that apply):

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

Water Quality

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

Water Rights New Permit

☐ New Appropriation of Water
☐ New or existing reservoir

Amendment to an Existing Water Right

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

Section 4. Plain Language Summary

Provide a brief description of planned activities.

Water rights amendment to existing water rights for impoundment rights to construct a new reservoir for agricultural and flood control use.

Section 5. Community and Demographic Information

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

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

Graford, TX

(City)

Palo Pinto

(County)

(Census Tract)

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

☐

City

☐

County

☐

Census Tract

(a) Percent of people over 25 years of age who at least graduated from high school

38.9%

(b) Per capita income for population near the specified location

\$57,917.00

(c) Percent of minority population and percent of population by race within the specified location

(d) Percent of Linguistically Isolated Households by language within the specified location

35.4%

(e) Languages commonly spoken in area by percentage

English = 95.7% Spanish = 3.6%

(f) Community and/or Stakeholder Groups

(g) Historic public interest or involvement

Section 6. Planned Public Outreach Activities

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

☐ Yes ☐ No

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

☐ Yes ☐ No

If Yes, please describe.

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

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

☐ Yes ☐ No

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

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

Section 7. Voluntary Submittal

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

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

☐ Yes ☐ No

What types of notice will be provided?

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