



EDWARDS AQUIFER HABITAT CONSERVATION PLAN PROGRAM

LEASE OF PERMITTED EDWARDS GROUNDWATER RIGHTS

(Beginning January 1, 2018 (*post-January 1, 2013 10-year lease*))

This Lease of Permitted Edwards Groundwater Rights ("Lease") is entered into and is effective on the date set out in Paragraph 3, by and between Laguna Water II, Ltd. ("Lessor"), the entity that is shown by the official permitting records of the Edwards Aquifer Authority as the owner of record of the permits identified in Exhibit "A" ("Groundwater Rights"), attached hereto and incorporated herein for all purposes, and the Edwards Aquifer Authority, a conservation and reclamation district and political subdivision of the State of Texas, ("Lessee"). Each of these entities is, at times, referred to individually as a "Party," and both are referred to collectively as "Parties." Lessor hereby leases to Lessee 6,198.293 acre feet per annum ("AF/annum") of Industrial and Unrestricted Irrigation Groundwater Rights of the permits identified in Exhibit A, fully transferable permitted Edwards groundwater rights, on the following terms and conditions:

1. **Groundwater Rights.** The Groundwater Rights consist of all property rights to and for the Edwards Aquifer groundwater including the right to withdraw and beneficially use 6,198.293 AF/annum of permitted Edwards groundwater rights pursuant to the permits identified in Exhibit A, and all real and personal property rights, appurtenances, permits, authorities, licenses, consents and contracts, if any, pertaining to all such property rights.
2. **Lease of Groundwater Rights.** The lease of the Groundwater Rights, as defined above, shall expressly include all or the portion of the permits identified in Exhibit A which have been leased under this Lease, and all modifications, transfers, amendments, conversions, consolidations, corrections, renewals, extensions or successor or substitute permits relating to the permits, and the right of the Lessee to withdraw and beneficially use the Groundwater Rights pursuant to this Lease.
3. **Term.**
 - (a) Subject to subsections (b) and (c), the Term of this Lease shall be for a period of ten (10) years commencing on January 1, 2018 ("Effective Date"), and continuing through December 31, 2027. Each consecutive 12 month period from January 1, 2018, is a Lease Year.
 - (b) This Lease may be terminated prior to the term stated in subsection (a) due to decisions made pursuant to the Adaptive Management Process of the FMA¹ only as follows:

¹ For purposes of this Lease, "FMA" means the Funding and Management Agreement by and among the Edwards Aquifer Authority, the City of

(1) if it is determined that the San Antonio Water System (“SAWS”) ASR for Springflow Protection Program (*see* HCP § 5.5) (“ASR Program”) be discontinued as a Conservation Measure by the Implementing Committee of the Edwards Aquifer Habitat Conservation Plan Program under Section 7.12.4.f of the FMA, Lessee may terminate this Lease, in its sole discretion, by providing advance written notice of termination to Lessor by July 1st of any year during the Term of this Lease, in which case this Lease terminates on December 31st of the same year in which the notice is timely given; or

(2) if the ASR Program is modified and such modification results in a material conflict with this Lease, and the Parties are unable in good faith to renegotiate a modification to this Lease to be consistent with the modified ASR Program within 60 days from the date Lessee gives notice to Lessor that the ASR Program has been modified, either Party may terminate this Lease by providing advance written notice of termination to the other Party by July 1st of any year during the Term of this Lease, in which case this Lease terminates on December 31st of the same year in which the notice is timely given.

(c) Lessor shall have the option to terminate the Lease in its entirety, such termination to be effective at the end of Lease Year 7. Lessor must provide written notice of termination to the Lessee of this Lease on or before November 30 of Lease Year 6, such notice to be made in accordance with Section 13 below. Failure to timely exercise such termination right will cause the Lease to continue in effect through the term stated in subsection (a).

4. Lease Payment.

(a) Subject to the terms of this Lease and except as provided in subsection (b), Lessee agrees to pay to Lessor the sum of Nine Hundred Ninety-One Thousand Seven Hundred Twenty-Six and 88/100 Dollars (\$991,726.88) per year during the Term of this Lease (“Lease Payments”), which Lease Payments shall be payable in accordance with the following terms in subsections (b) and (c). The Lease Payments are based upon One Hundred Sixty and 00/100 Dollars (\$160.00) per AF/annum of the Groundwater Rights leased to Lessee.

New Braunfels, the City of San Marcos, the City of San Antonio, acting by and through its San Antonio Water System Board of Trustees, and Texas State University – San Marcos to fund and manage the Habitat Conservation Plan for the Edwards Aquifer Recovery Implementation Program (eff. Jan. 1, 2012). “Adaptive Management Process” or “AMP” means the iterative process designed to develop information through monitoring and research, and the review and use of the results to confirm the efficacy of or to adjust the Conservation Measures, all as described in Article Seven of the FMA and in Chapter 6 of the Habitat Conservation Plan (“HCP”). *See* FMA § 1.1.1. The HCP that is in effect for purposes of this Lease is that which accompanies the application for an Incidental Take Permit (“ITP”) originally approved by the U.S. Fish and Wildlife Service to be effective on March 18, 2013, and is now assigned Permit No. TE-63663A-1.

(b) The first Lease Payment shall be determined based on the number of AF to be leased under the Groundwater Rights that on the date Lessee approves the Transfer Application have not been previously withdrawn by the Lessor, or Lessor's lessees or other assigns, during the initial calendar year as verified by meter readings taken by the Lessee. This calculation results in a first Lease Payment for 2018 of (\$991,726.88). The first Lease Payment shall be made within thirty (30) days following the date Lessee approves the Transfer Application reflecting the terms set out herein but not later than March 1, 2018.

(c) The subsequent Lease Payments shall be made no later than January 31st of each Lease Year during the Term of this Lease, beginning January 1st of the year immediately following the year in which Lessee made the first Lease Payment.

(d) If Lessor exercises the option to terminate the Lease in its entirety in accordance with section 3(c), the Lease Payment for Lease Year 7 shall be Seven Hundred Forty-Three Thousand Seven Hundred Ninety-Five and 16/100 Dollars (\$743,795.16) based upon One Hundred Twenty and 00/100 Dollars (\$120.00) per AF/annum of the Groundwater Rights leased to Lessee.

(e) If Lessor does not exercise the option to terminate the Lease in its entirety in accordance with section 3(c), the Lease Payment for Years 8-10 shall be as provided in subsection (a), except as provided in subsection (f).

(f) In the event during Years 7-9 Lessee pays a higher Lease Payment per AF/annum under any other lease than the Lease Payment per AF/annum then being paid under this Lease, the Lease Payment per AF/annum under this Lease shall be automatically adjusted to the higher Lease Payment per AF/annum beginning on the January 1st of the next Lease Year after Lessee begins paying the higher Lease Payment per AF/annum under another lease. Lessee shall notify Lessor as soon as practicable and in no event later than sixty (60) days after the execution of any other lease with a Lease Payment per AF/annum that is higher than the current Lease Payment per AF/annum then being paid under this Lease.

5. **Aquifer Management Fees.** During the Term of this Lease, Lessor shall have no duty to pay any aquifer management fees assessed by Lessee relative to the Groundwater Rights.
6. **Defense of Rights.** Lessee shall have the right to initiate and prosecute any proceedings relating to the Groundwater Rights as may be necessary for the protection of the Groundwater Rights, including but not limited to protecting, defending, or preserving the rights to withdraw groundwater from the

Edwards Aquifer and place it to beneficial use. If Lessee elects to act with respect to the Groundwater Rights, in no event shall Lessee be required to give notice to Lessor of its actions with respect to the Groundwater Rights leased hereunder. If Lessee elects to act with regard to the Groundwater Rights, Lessor shall cooperate with Lessee's efforts in connection therewith. Lessor shall not take any action or omit to take any actions which will adversely affect the Groundwater Rights. If required by law, Lessee may take any such action in the name of Lessor. Unless otherwise required by law, Lessee shall not be required to take any such action with respect to the Groundwater Rights on behalf of Lessor. Lessee shall in no event be deemed to be the agent of Lessor or as having any duty or responsibility to Lessor or to act on behalf of Lessor.

7. **Processing of Lease.**

Lessor shall be responsible for filing with Lessee an original of this Lease executed by Lessor and a proposed memorandum of lease along with the Transfer Application. Lessor shall not be required to pay any application fees of Lessee to file the Transfer Application. Lessee shall process the Transfer Application in accordance with Lessee's rules. During Lessee's review and processing of the Transfer Application, Lessor shall furnish to Lessee copies of all documents related to the Groundwater Rights as Lessee, in its discretion, may require to process the Transfer Application, including pending litigation or other matters which adversely affect the Groundwater Rights. If the Transfer Application is approved as filed, Lessee shall execute this Lease and return a fully executed copy to Lessor. If during the review of the Transfer Application, the Transfer Application cannot be approved as filed, Lessee will in writing give notice to Lessor in accordance with Lessee's rules. This Lease shall not be effective until the Lessee has executed this Lease after it has approved the Transfer Application.

8. **Continued Operation.**

From the date of execution of this Lease by Lessor and continuing thereafter during the Term of this Lease, neither Lessee nor Lessor shall take any actions (or omit to take any actions) which will harm or diminish the Groundwater Rights. During the Term of this Lease, each Party shall have a continuing duty to furnish to the other Party notice of all matters or actions related to or affecting the Groundwater Rights, including, without limitation, actual or threatened litigation or administrative actions, within five (5) business days of the date that such Party becomes aware of such matters or actions. The Parties agree to furnish to one another information concerning and copies of all documents pertaining to such matters or actions within five (5) business days of the date that the requesting Party requests such information or documents. Lessor additionally agrees and acknowledges that it has leased the Groundwater Rights to Lessee and that, except as provided in Sections 12(b) and 29, Lessor shall not transfer the Groundwater Rights, nor shall Lessor make any withdrawals of any Groundwater Rights leased hereunder, nor otherwise authorize or allow any other third-party to withdraw such groundwater. Any such unauthorized

transfer or withdrawals shall constitute a violation of this Lease, and the applicable rules of Lessee.

9. **Quiet Enjoyment.** Lessor does hereby warrant and represent to Lessee that it has good title to the Groundwater Rights leased to Lessee hereunder and does hereby covenant to provide to Lessee quiet enjoyment, without restriction or limitation, except as may occur pursuant to Sections 12(b) and 29, of the Groundwater Rights leased hereunder during the full Term of this Lease, subject only to any matters of record in the Official Public Records of any county in Texas in which the permits identified in Exhibit A have been recorded, as of the Effective Date hereof. Lessee understands and acknowledges that such warranty of good title is not intended to represent that the amount of water available for withdrawal under the Groundwater Rights is not subject to reduction by action of Lessee under Subchapter E of Chapter 715 of Lessee's rules relating to Critical Period Management.
10. **Proceeds From Awards.** In the event of any condemnation or conveyance under threat of condemnation of the Groundwater Rights in which the condemning authority is a party other than Lessee, Lessor assigns to Lessee all interest of Lessor in and to any condemnation awards or insurance proceeds which relate to Lessee's interest in the Groundwater Rights which are allocated to the value of Lessee's interest, and Lessee waives any rights to proceeds which relate to Lessor's leasehold interest in the Groundwater Rights. Lessee acknowledges and agrees pursuant to its enabling legislation it does not have the power to acquire the Groundwater Rights through the power of eminent domain.
11. **Cooperation.** Lessor will use its best efforts, take such actions, and execute and deliver such documents now in Lessor's possession that Lessee determines necessary to fully vest Lessee with leasehold title to the Groundwater Rights and make effective all of the terms of this Lease. Lessor warrants and represents that the Groundwater Rights are not now burdened by a mortgage or deed of trust, or, if they are and the holder of such mortgage and deed of trust has not previously released its lien on the Groundwater Rights, Lessor shall use best efforts to obtain and deliver to Lessee a Subordination, Nondisturbance and Attornment Agreement, in form and content acceptable to Lessee, executed by Lessee and the applicable holder of such mortgage or deed of trust.
12. **Assignability.** (a) Lessee shall have the right to sublease or assign this Lease, and shall give to Lessor prompt written notice of such sublease or assignment, provided, however, that any such sublease or assignment shall not release Lessee from its duties and obligations under the Lease.

(b) Lessor shall have the right to sell, convey, or assign all or part of the Groundwater Rights without the consent of Lessee and shall process any such transfers in accordance with the applicable sections of Subchapter L, Chapter 711 of the EAA's rules. Upon any such sale, conveyance or assignment, Lessor shall also file with Lessee an assignment of all or part of this Lease, as appropriate, and an Acknowledgment of Transfer and Assignment of ASR Lease on a form suitable to the EAA as part of the transfer application filed by Lessor under Subchapter L, Chapter 711 of the EAA's rules. Upon approval of the transfer application, Laguna Water II, Ltd. shall be released from any and all duties or obligations hereunder as of the transfer application approval date relative only to the permit(s) identified in Exhibit A that were the subject of the transfer application that was approved by Lessee, however, any assignment shall not release any assignee of Laguna Water II, Ltd.'s interest hereunder from Lessor's duties and obligations under the Lease. Lessor understands that unless any assignee shall have approved and executed the Acknowledgment of Transfer and Assignment of ASR Lease that is to be filed by Lessor as part of the transfer application under Subchapter L, Chapter 711 of the EAA's rules, Lessee will be unable to approve the transfer application.

13. Notices.

Any notices to be given hereunder shall be given by placing the notice in the United States mail, certified or registered, properly stamped and addressed to the address shown below or such other addresses as the respective Party may direct in writing to the other, by overnight delivery service, or by personal delivery to such address. Notice shall be deemed effective upon such placing in the mail, on the next business day following delivery and acceptance for next day delivery by any overnight delivery service, or upon actual delivery if by personal delivery:

<u>Lessor:</u>	Laguna Water II, Ltd. Attn: Michael J. Albach <i>Mailing and Physical Address:</i> 6502 Bandera Road, Suite 200E San Antonio, Texas 78238
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<u>Lessee:</u>	Edwards Aquifer Authority 900 E. Quincy San Antonio, Texas 78215 Attn: General Manager
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14. Taxes.

Except as provided in Section 5, all taxes, charges, or assessments upon the Groundwater Rights shall be the continuing responsibility of Lessor. Lessee shall not be liable for any taxes, charges, or assessments upon the Groundwater Rights.

15. Liens.

Lessor and Lessee shall promptly pay when due all items for which they are

responsible which may result in the placement of a lien on the Groundwater Rights. If Lessor or Lessee fails to pay any such item, including but not limited to any tax, charge or assessment, or any mechanic's or materialmen's expenses, or if a lien is placed upon the Groundwater Rights, the non-defaulting Party shall have the right to make such payment and the defaulting Party hereby covenants to reimburse the non-defaulting Party, upon demand, for any amount so expended or paid, with interest thereon at the highest legal rate per annum from the date of such payment until the date of such reimbursement.

16. Default.

(a) If for any reason either Party fails to comply with any of the provisions of this Lease, the other Party, at its election, may exercise all rights which may be available to it at law or in equity, including termination of this Lease. If either Party fails to comply with any provision of this Lease and such failure continues for a period of thirty (30) days after receiving written notice of such failure from the other Party, then the non-defaulting Party may, as its sole and exclusive remedy terminate this Lease and receive the Lease Payments which are due and payable and have accrued through that date.

(b) If, after receiving Lessor's notice as provided for in subsection (a), Lessee fails to make payment in accordance with section 4, then Lessor may terminate this Lease. Upon such termination, Lessee agrees to pay Lessor the sum of Four Hundred Ninety-Five Thousand Eight Hundred Sixty-Three and 44/100 Dollars (\$495,863.44) within thirty (30) days after December 31st of the year in which such termination occurred. This subsection does not apply if this Lease is terminated under the provisions set forth in section 3.

17. Waiver.

The failure on the part of either Party to require the performance by the other of any portion of this Lease shall not be deemed a waiver of, or in any way affect that Party's rights to enforce such provision. Any waiver by either Party of any provision of this Lease shall not be a waiver of any other provision hereof.

18. Severability.

The invalidity or unenforceability of any provision of this Lease shall not affect the validity or enforceability of any other provision of this Lease.

19. Governing Law.

This Lease shall be governed by and construed in accordance with the laws of the State of Texas, and the obligations, rights, and remedies of the Parties hereunder will be determined in accordance with such laws without reference to the laws of any other state or jurisdiction, except for applicable federal laws, rules, and regulations. The Parties also specifically agree that in the event that any legal proceeding is brought to enforce this Lease, the same will be brought in Bexar County.

20. **Binding Effect.** This Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
21. **Authority.** Each of the persons signing on behalf of Lessor and Lessee hereby confirm that they have the authority to execute this Lease on behalf of the Party indicated by their signature and have the authority to bind such Party thereto.
22. **Survival.** Except as set out herein, all agreements and representations in this Lease shall survive the end of the Term.
23. **Force Majeure.** If Lessee is denied its use of all or a part of the Groundwater Rights by reason of any laws, regulations, or governmental action or other acts outside of the control of Lessee, other than any limitation or prohibition on the use or withdrawal of any of the Groundwater Rights during any Critical Period Stage imposed by Lessee pursuant to its rules, then Lessee and Lessor shall be excused from their obligations hereunder for so long as these circumstances exist.; provided, however, that no event of force majeure shall extend the Term of this Lease.
24. **Further Assurances.** Lessor and Lessee shall take all further actions and shall execute and deliver to the other any other document or instrument which Lessee determines to be necessary or useful to fully carry out the transactions evidenced by this Lease, including any amendments to the permits identified in Exhibit A, in conformance with applicable Lessee rules, or any documentation required by Lessor in order to evidence the termination of Lessee's interest in the Groundwater Rights upon the termination of this Lease. In addition, Lessor agrees to amend this Lease in any reasonable manner necessary to cause this Lease to be in compliance with Lessee rules. Lessee shall have the authority to file a Memorandum of Lease of public record to reflect its interest in the Groundwater Rights as set out under the terms of this Lease. Lessor agrees to execute any such form of Memorandum of Lease provided by Lessee.
25. **Attorneys Fees.** If any action at law or in equity is brought to enforce or interpret a provision of this Lease, the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees, costs and other necessary litigation disbursements in addition to any relief to which it may be entitled.
26. **Entire Agreement.** This Lease contains all agreements between the Parties and any agreement not contained herein shall not be recognized by the Parties. The captions used herein are for convenience only and shall not be used to construe this Lease. Words of gender shall be construed to include any other gender, and words in the singular number shall include the plural and vice versa unless the context requires otherwise.

27. **Counterparts.** This Lease may be executed by the Parties in any number of counterparts, each of which when so executed and delivered shall be deemed an original instrument, but all such counterparts together shall constitute but one and the same instrument.
28. **Estoppel Letters.** Upon the request of either Party, the other Party shall execute, acknowledge, and deliver to the requesting Party, at any time within fifteen (15) days after such request, a written statement or estoppel certificate to the effect that this Lease, as of said date, is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect, as modified), the date of commencement of this Lease, the dates on which rental has been paid, and such other information as the requesting Party shall reasonably request.
29. **Subordination.** Upon Lessor's request, Lessee agrees to subordinate all of its rights hereunder to any mortgage or mortgages, vendor's lien, or similar instrument that, after the Effective Date, may from time to time be placed upon the Groundwater Rights (the "Security Interest"). The above notwithstanding, the placement of a Security Interest on the Groundwater Rights is subject to Section 12(b), and the holder of the Security Interest shall provide a non-disturbance and attornment agreement to Lessee in the form prescribed by the Lessor's lender and reasonably acceptable to Lessee.
30. **Lessee's Representations.** The execution of this Lease by Lessee and the consummation of the transactions contemplated hereby do not and will not result in a breach of any of the terms or provisions of, constitute a default, or create a condition which upon Notice, as that term is defined herein, lapse of time, or both will ripen into a default under any contract, deed of trust, security agreement, indenture agreement, instrument, or obligation to which Lessee is a party to or by which it is bound. Lessee hereby acknowledges and agrees that they have conducted their own investigation and inspection of the Groundwater Rights and that as part of the consideration for this Lease, Lessee agrees that, except as set out herein, Lessor has not made any representations, warranties, or agreements, express or implied, with respect to the Groundwater Rights, and that Lessor is leasing the Groundwater Rights to Lessee on an "AS-IS", "WHERE-IS", and "WITH ALL FAULTS" basis.
31. **Historic Use.** All historic use and beneficial use relating to the Groundwater Rights shall be deemed to have been withdrawn for the benefit of Lessor and shall thereby inure to the benefit of Lessor (the "Historic Groundwater Benefits"). Upon the end of the Term of this Lease, Lessee shall, at Lessor's written request, take all steps Lessor may reasonably request to confirm that Lessor retains all Historic Groundwater Benefits.

Laguna Water II, Ltd.
a Texas limited partnership

By: Laguna Water Administration
Limited
a Texas limited partnership
its general partner

By: Laguna Water Management
Company, LLC
a Texas limited liability company
its general partner

By: _____
Edward A. Cross, II
President and Manager

[additional signatures on next page]

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 20____, by_____.

Notary Public, State of Texas

Lessee:

EDWARDS AQUIFER AUTHORITY

By:_____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 20____, by _____, the General Manager of the Edwards Aquifer Authority.

Notary Public, State of Texas

APPROVED AS TO FORM:

Darcy Alan Frownfelter
General Counsel

EXHIBIT "A"

Lessor's EAA Groundwater Withdrawal Permits

EAA Initial Regular Permit P100-568 (BE00250A) recorded as Document No. 20080231093 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 1,259.240 acre-feet.

EAA Initial Regular Permit P100-369 (BE00136A) recorded as Document No. 20080231092 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 355.910 acre-feet.

EAA Initial Regular Permit P100-017 (AT00902C) recorded as Document No. 110501 in the Official Public Records of Atascosa County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 250.000 acre-feet.

EAA Initial Regular Permit P102-532 (AT00903) recorded as Document No. 101861 in the Official Public Records of Atascosa County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 125.000 acre-feet.

EAA Initial Regular Permit P100-078 (BE00042A) recorded as Document No. 20080229951 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 86.500 acre-feet.

EAA Initial Regular Permit P100-185 (BE00075A) recorded as Document No. 20080229952 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 90.000 acre-feet.

EAA Initial Regular Permit P100-294 (BE00096A) recorded as Document No. 20080229961 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 359.600 acre-feet.

EAA Initial Regular Permit P100-296 (BE00096B) recorded as Document No. 20080229953 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 9.580 acre-feet.

EAA Initial Regular Permit P100-212 (BE00133B) recorded as Document No. 20080229962 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 75.000 acre-feet.

EAA Initial Regular Permit P100-408 (BE00165A) recorded as Document No. 20080229976 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 54.000 acre-feet.

EAA Initial Regular Permit P100-461 (BE00192D) recorded as Document No. 20080229977 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 15.000 acre-feet.

EAA Initial Regular Permit P100-529 (BE00224BA) recorded as Document No. 20080230065 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 60.000 acre-feet.

EAA Initial Regular Permit P100-532 (BE00224C) recorded as Document No. 20080230066 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 212.000 acre-feet.

EAA Initial Regular Permit P100-852 (ME00301A) recorded as Document No. 2008008279 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 100.000 acre-feet.

EAA Initial Regular Permit P100-894 (ME00313BC) recorded as Document No. 2008008280 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 70.500 acre-feet.

EAA Initial Regular Permit P100-910 (ME00315A) recorded as Document No. 2008008281 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 87.008 acre-feet.

EAA Initial Regular Permit P100-923 (ME00320A) recorded as Document No. 2008008282 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 100.000 acre-feet.

EAA Initial Regular Permit P100-976 (ME00341A) recorded as Document No. 2008008283 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 500.000 acre-feet.

EAA Initial Regular Permit P101-013 (ME00354A) recorded as Document No. 2008008284 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 350.000 acre-feet.

EAA Initial Regular Permit P101-062 (ME00368B) recorded as Document No. 2008008285 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 100.000 acre-feet.

EAA Initial Regular Permit P100-116 (ME00368D) recorded as Document No. 2008008608 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 50.000 acre-feet.

EAA Initial Regular Permit P101-114 (ME00395A) recorded as Document No. 2008008286 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 60.000 acre-feet.

EAA Initial Regular Permit P101-122 (ME00396B) recorded as Document No. 2008008287 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 146.200 acre-feet.

EAA Initial Regular Permit P101-135 (ME00404B) recorded as Document No. 2008008288 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 206.000 acre-feet.

EAA Initial Regular Permit P101-153 (ME00412A) recorded as Document No. 2008008289 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 12.000 acre-feet.

EAA Initial Regular Permit P101-201 (ME00436A) recorded as Document No. 2008008290 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 415.000 acre-feet.

EAA Initial Regular Permit P101-246 (ME00447AA) recorded as Document No. 2008008291 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 34.000 acre-feet.

EAA Initial Regular Permit P101-251 (ME00447B) recorded as Document No. 2008008301 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 74.200 acre-feet.

EAA Initial Regular Permit P101-253 (ME00447C) recorded as Document No. 2008008302 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 97.500 acre-feet.

EAA Initial Regular Permit P101-351 (ME00491A) recorded as Document No. 2008008303 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 35.000 acre-feet.

EAA Initial Regular Permit P101-353 (ME00491B) recorded as Document No. 2008008304 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 35.000 acre-feet.

EAA Initial Regular Permit P101-388 (ME00508A) recorded as Document No. 2008008305 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 140.000 acre-feet.

EAA Initial Regular Permit P100-141 (ME00519D) recorded as Document No. 2008008277 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 40.000 acre-feet.

EAA Initial Regular Permit P100-144 (ME00519F) recorded as Document No. 2008008278 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 85.000 acre-feet.

EAA Initial Regular Permit P101-415 (ME00526A) recorded as Document No. 2008008306 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 15.000 acre-feet.

EAA Initial Regular Permit P101-481 (ME00531D) recorded as Document No. 2008008308 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 50.000 acre-feet.

EAA Initial Regular Permit P101-492 (ME00532E) recorded as Document No. 2008008352 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 16.000 acre-feet.

EAA Initial Regular Permit P101-495 (ME00533A) recorded as Document No. 2008008353 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 34.850 acre-feet.

EAA Initial Regular Permit P101-499 (ME00534A) recorded as Document No. 2008008354 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 200.000 acre-feet.

EAA Initial Regular Permit P101-545 (ME00557B) recorded as Document No. 2008008355 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 7.500 acre-feet.

EAA Initial Regular Permit P101-418 (ME00565A) recorded as Document No. 2008008307 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 35.000 acre-feet.

EAA Initial Regular Permit P101-575 (ME00579A) recorded as Document No. 2008008356 in the Official Public Records of Medina County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 62.000 acre-feet.

EAA Initial Regular Permit P101-686 (UV00435A) recorded as Document No. 20080230072 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 60.00 acre-feet

EAA Initial Regular Permit P100-558 (BE00242) recorded as Document No. 20120135338 in the Official Public Records of Bexar County, Texas

Total amount of Water Rights being leased to Lessee under this Permit: 28.705 acre-feet

Total = 6,198.293 acre-feet