



## **EDWARDS AQUIFER HABITAT CONSERVATION PLAN PROGRAM**

### **AMENDMENT OF LEASE OF PERMITTED EDWARDS GROUNDWATER RIGHTS**

**THIS LEASE AMENDMENT** ("Lease Amendment") is entered into to be effective *[insert month, date, year]* ("Effective Date"), by and between the **EDWARDS AQUIFER AUTHORITY** ("EAA"), a conservation and reclamation district and political subdivision of the State of Texas, and *[insert name of the permittee(s)]* ("Permittee", whether one or more), the person or entity that is shown by the official permitting records of the EAA as the owner of record of Permit No. *[insert permit number]* ("Permit"). Each of these entities is, at times, referred to individually as a "Party," and both are referred to collectively as "Parties."

### **RECITALS**

WHEREAS, the Parties entered into that certain Lease of Permitted Edwards Groundwater Rights ("Lease") in support of the Edwards Aquifer Habitat Conservation Plan with an Effective Date of *[insert month, date, year]*; and

WHEREAS, the Parties now desire to amend the Lease.

### **AGREEMENT**

**NOW, THEREFORE**, for the mutual consideration expressed in this Lease Amendment, the Parties agree as follows:

#### **I. Amendment of the amount of water under Lease.**

from \_\_\_\_\_ acre-feet of \_\_\_\_\_ groundwater to \_\_\_\_\_ acre-feet of \_\_\_\_\_ groundwater.

Accordingly, as of the Effective Date of this Lease Amendment, the Parties hereby amend the second sentence of the introductory paragraph of the Lease as follows:

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 *[insert # of AF/yr leased]* acre feet per annum ("AF/annum") of *[insert purpose use (Unrestricted Irrigation Groundwater, Municipal, Industrial)]* of the Permit, fully transferable permitted Edwards groundwater rights ("Groundwater Rights"), appurtenant to the Property described below, on the following terms and conditions:

## **II. Amendment of the Term.**

from January 1, \_\_\_\_\_ through December 31, \_\_\_\_\_, to January 1, \_\_\_\_\_ through December 31, \_\_\_\_\_.

Accordingly, as of the Effective Date of this Lease Amendment, the Parties hereby amend Section 3(a) of the Lease as follows:

- 3. Term.** (a) Subject to subsection (b), the Term of this Lease shall be for a period of *[insert text of # of years]* (XX) years commencing on January 1, \_\_\_\_\_, (“Effective Date”) and continuing through December 31, \_\_\_\_\_. Each consecutive 12 month period from January 1, \_\_\_\_\_ is a Lease Year.

## **III. Amendment of the Lease Payment.**

from \$ \_\_\_\_\_ to \$ \_\_\_\_\_.

Accordingly, as of the Effective Date of this Lease Amendment, the Parties hereby amend Section 4(a) of the Lease as follows:

- 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 \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) 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 *[insert text of \$ amount in CAPS]* and \_\_\_/100 Dollars (\$ *[insert #].00*) per AF/annum of the Groundwater Rights leased to Lessee.

**IV.** Except as provided in this Lease Amendment, the Lease shall remain in full force and effect in all respects. This Lease Amendment shall be governed by and construed under the terms of the Lease.

**IN WITNESS WHEREOF**, the Parties have caused this Lease Amendment to be executed by their respective duly authorized representatives as of the date first set forth hereinabove.

*[signatures begin on next page]*

Title: \_\_\_\_\_

Title: \_\_\_\_\_