



## EDWARDS AQUIFER HABITAT CONSERVATION PLAN PROGRAM

### **RESCISSION OF LEASE OF PERMITTED EDWARDS GROUNDWATER LEASE**

**THIS RESCISSION AGREEMENT** ("Rescission Agreement") is entered into to be effective January 1, 2019 ("Effective Date"), by and between the **EDWARDS AQUIFER AUTHORITY** ("EAA"), a conservation and reclamation district and political subdivision of the State of Texas, and Gilleland Land Co., LP ("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. P101-703 ("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") with an Effective Date of January 1, 2017, for 72.669 acre-feet per annum of Unrestricted Irrigation Groundwater, and for which the EAA filed of record a Memorandum of Lease document number 2016008892 in the Real Property Records of Uvalde County, Texas; and

WHEREAS, the Parties now desire to rescind the Lease.

### **AGREEMENT**

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

**1. Rescission.** As of the Effective Date stated above, the Parties hereby rescind and terminate in its entirety the Lease, and such Lease shall no longer be of any force or effect after the Effective Date of this Rescission Agreement. As a result of the rescission under this section, the Permittee, or his or her lessees or other transferees or assigns, may withdraw groundwater from the Edwards Aquifer under the Permit without respect to the terms and conditions of the Lease, and such withdrawals are subject to administration only under the terms of the Edwards Aquifer Authority Act (Act of May 30, 1993, 73rd Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350, as amended) and the EAA's rules. Moreover, as a result of the rescission, the Permittee will no longer be entitled to receive any payments under the Lease from the EAA.

**2. Release.** In consideration of the mutual relinquishment of their respective legal rights and obligations under the Lease pursuant to this Rescission Agreement, each Party hereby and forever releases the other Party (and each of his, her, or its heirs, successors, transferees,

assigns, agents, attorneys and representatives) from all claims and liabilities which they have or which may hereafter accrue on account of or in any way growing out of or relating to the Lease.

**3. Further Action.** The Parties agree to make any other transfers, execute and deliver any other documents, and take any other actions reasonable and necessary to facilitate and accomplish the rescission effectuated hereunder and to restore the Parties to the same relative positions they would have had if the Lease had not been entered into.

**4. Actions.** Neither Party may maintain or commence any action or proceeding of any kind against the other Party to enforce the terms of the Lease for any actions, matters, or events arising after the effective date of this Rescission Agreement.

**5. Severability.** This Rescission Agreement's provisions will be severable in the event that a court of competent jurisdiction determines any of this Rescission Agreement's provisions (including any provision within a single section, paragraph, or sentence) to be invalid, void, or otherwise unenforceable. The remaining provisions will remain enforceable to the fullest extent permitted by law.

**6. Survival.** All of the terms, agreements, covenants, representations, warranties, and other provisions of this Rescission Agreement will survive and remain in effect after the execution, delivery, and consummation of this Rescission Agreement.

**7. Successors and Assigns.** This Rescission Agreement will inure to the benefit of the transferees, successors, assigns, owners, officers, directors, agents, employees, and representatives of each Party.

**8. Controlling Law.** This Rescission Agreement, including any rights, remedies, or obligations it provides, will be construed and enforced in accordance with the laws of Texas.

**9. Counterparts.** This Rescission Agreement may be executed in multiple counterparts (including by means of telecopied or electronic signature pages), any one of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same instrument. This Rescission Agreement, to the extent signed and delivered by means of facsimile or electronic message with scan or facsimile attachment, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any Party, each other Party shall re-execute an original version of this Rescission Agreement and deliver it to the other Parties.

**10. Entire Agreement.** This Rescission Agreement represents the entire agreement between the Parties. As a result of the rescission under Section 1 above, no other agreements, arrangements, contracts, representations, or understandings between the Parties exist with respect to this Rescission Agreement's subject matter.

**11. Recordation.** The EAA may, in its sole discretion, record of public record a memorandum of this Rescission Agreement with the County Clerk of the county in which the Permittee's property identified as the place of use in the Permit and on which the point(s) of

withdrawal subject to lease under the Lease are located.

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

**EDWARDS AQUIFER AUTHORITY**

By: \_\_\_\_\_  
Roland Ruiz  
General Manager

Date: \_\_\_\_\_

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF BEXAR**   §

This instrument was acknowledged before me on \_\_\_\_\_, 201\_\_, by Roland Ruiz, General Manager of the Edwards Aquifer Authority, known personally to me to be the person who subscribed to this instrument, on behalf of the Edwards Aquifer Authority.

Notary Seal

\_\_\_\_\_  
Notary Public, State of Texas

**PERMITTEE**

By: Bruce Gilleland  
Bruce Gilleland - Owner

Date: 11-20-18

*[additional signatures on next page]*

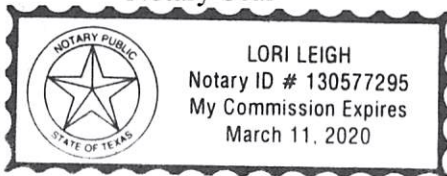
ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Uvalde

This instrument was acknowledged before me on November 20, 2018, by Bruce Gilleland, the Permittee, known personally to me to be the person who subscribed to this instrument, on behalf of the Permittee.

Notary Seal



Ronby

Notary Public, State of Texas

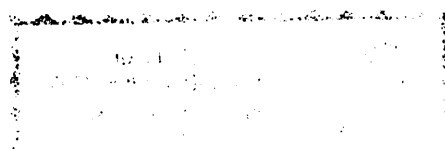
APPROVED AS TO FORM:

By: Darcy Alan Frownfelter  
Darcy Alan Frownfelter  
General Counsel  
For the Edwards Aquifer Authority

Date: Nov. 27, 2018

AFTER RECORDING RETURN TO:

Edwards Aquifer Authority  
1615 N. St. Mary's Street  
San Antonio, Texas 78215  
Attn: General Manager



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