



## GENERAL APPLICATION INSTRUCTIONS

1615 N. St. Mary's Street, San Antonio, Texas 78215  
Telephone (210) 222-2204  
Fax (210) 222-9869  
www.edwardsaquifer.org

### TYPES OF APPLICATIONS

**Application to Transfer - Sale** - to permanently transfer all or part of an Initial Regular Permit (IRP)/Regular Permit (RP) or the place of use

**Application to Transfer - Lease** - to temporarily transfer all or part of an IRP or RP

**Application to Transfer - Cibolo Lease** - to temporarily transfer all or part of an IRP or RP from west of Cibolo Creek to east of Cibolo Creek

**Application to Amend** - to change a part of an IRP or RP (e.g. add/delete a well as a point of withdrawal)

**Application to Consolidate** - to consolidate multiple IRPs or RPs into one permit

**Application to Convert** - to convert base irrigation groundwater to unrestricted irrigation groundwater

### APPLICATION REQUIREMENTS

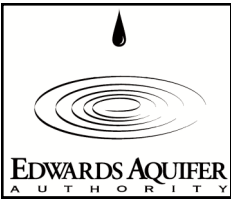
For an application to be processed, the applicant(s) must be in compliance with the Authority's Act and rules, and the application must be complete. An application is considered complete if it contains each of the following items:

- Application fee of \$25.00**  
*Only personal check, cashier's check or money order made payable to the Edwards Aquifer Authority will be accepted. No cash accepted.*
- Permit recording fee of \$24.00 per permit**  
*This fee does not apply to Applications to Lease. Generally, all other applications require a \$24.00 minimum fee in order to record the resulting permit in county records. Should the fee exceed \$24.00, the applicant will be notified and required to pay the difference.*
- Notarized applicant's signature**  
*All applications must be signed and notarized. If an authorized representative or agent is signing on behalf of the applicant, the authorized representative or agent must provide written evidence of his or her authority to represent the transferee or transferor accordingly.*
- Supporting Documents**  
*Supporting documents may vary accordingly, but at a minimum should contain names of parties involved, amount of groundwater rights involved, classification of groundwater rights, time frame, and signatures of authorized representatives. For Applications to Transfer, a transfer agreement must accompany the application. For a temporary transfer, these agreements may be a lease agreement or memorandum of lease, and for a permanent transfer the agreement may be a bill of sale or water warranty deed or other deed that references the water rights. All deeds, as well as lease agreements or memoranda of lease with a lease term of greater than one year, submitted as supporting documents must be recorded in county records prior to submission.*
- Well Registration**  
*If a well is not already registered with the Authority, a completed well registration form or well construction application, and well meter registration form must be attached.*

### OTHER INFORMATION

- Authority staff may request additional information or documents to process an application.
- Incomplete applications will not be processed and will be returned to the applicant.
- A separate form must be completed for each transfer requested.
- Applicants should keep a copy of all transfer applications for personal records.

For assistance, please contact the Docket Coordinator at (210) 222-2204 or (800) 292-1047.



# APPLICATION TO TRANSFER CIBOLO LEASE

1615 N. St. Mary's Street, San Antonio, Texas 78215  
Telephone (210) 222-2204  
Fax (210) 222-9869  
www.edwardsaquifer.org

T \_\_\_\_\_  
Check # \_\_\_\_\_

## PART I - TRANSFEROR AND TRANSFEEE INFORMATION

### A. Transferor Information:

Name of Permit Holder: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street or PO Box) (City) (State) (Zip)

Physical Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Name) (Relationship) (Telephone)

Mailing Address: \_\_\_\_\_  
(Street or PO Box) (City) (State) (Zip)

Has any of the above information recently changed?  Yes  No

### B. Transferee Information:

Name of Transferee: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street or PO Box) (City) (State) (Zip)

Physical Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

Telephone: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_  
(Name) (Relationship) (Telephone)

Mailing Address: \_\_\_\_\_  
(Street or PO Box) (City) (State) (Zip)

Has any of the above information recently changed?  Yes  No

## PART II - WATER USE INFORMATION

### A. Groundwater Use Information for Transferor (Lessor): Initial Regular Permit (IRP)/Regular Permit (RP) No: P \_\_\_\_\_

Current purpose of use:  Municipal Use  Industrial Use  Irrigation Use

Amount of groundwater used to date: \_\_\_\_\_ acre-feet

Meter Serial Number: \_\_\_\_\_ Reading: \_\_\_\_\_ Date: \_\_\_\_\_

### B. Groundwater Use Information for Transferee (Lessee): If applicable, Initial Regular Permit (IRP)/Regular Permit (RP) No: P \_\_\_\_\_

Proposed purpose of use:  Municipal Use  Industrial Use  Irrigation Use

Do you intend to withdraw this water?  Yes  No At what rate? \_\_\_\_\_ gallons per minute

If YES, please describe what this water will be used for? \_\_\_\_\_

Meter readings (Note: readings must be taken within one week of submission of application):

Not Applicable (no well)

Meter Serial Number: \_\_\_\_\_ Reading: \_\_\_\_\_ Date: \_\_\_\_\_

Meter Serial Number: \_\_\_\_\_ Reading: \_\_\_\_\_ Date: \_\_\_\_\_

**(attach additional sheets if needed)**

### Part III - Transfer Information

**A. Type of Transaction:**

- Lease       Sub-Lease

**B. Duration of lease:**

from \_\_\_\_\_ to December 31, \_\_\_\_\_.

**C. Type of Transfer (check all applicable):**

- Right to Withdraw                       Change of Point of Withdrawal                       Addition of Point of Withdrawal  
 Change of Purpose of Use                       Change of Place of Use                       Other

**D. Applicable Transfer Ratio: \_\_\_\_\_:**

For Transfers from Uvalde County to east of Cibolo Creek, the applicable transfer ratio is 5:1.

For Transfers from Medina, Atascosa, or Bexar County to east of Cibolo Creek, the applicable transfer ratio is 3:1.

**E. Total Transfer Amount: \_\_\_\_\_ Acre-Feet /Year**

If Irrigation, please specify amount being transferred as follows:

\_\_\_\_\_ Acre-Feet/Year of "Base Irrigation Groundwater" withdrawal rights

\_\_\_\_\_ Acre-Feet/Year of "Unrestricted Irrigation Groundwater" withdrawal rights

**F. Total Groundwater Trust Transfer Amount: \_\_\_\_\_ Acre-Feet/Year**

Total after applicable ratio is applied to the Total Transfer Amount.

**G. Transfer Price: \$ \_\_\_\_\_ /acre-foot (optional)**

**H. Notes to staff regarding this transfer:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Part IV – Certification

**Transferor's Certification:**

I hereby certify that the information given herein this application is true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Printed Name of Transferor or Agent

\_\_\_\_\_  
Signature of Transferor or Agent

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

Date Commission Expires:

**Part IV – Certification continued**

**Transferee's Certification:**

I hereby certify that the information given herein this application is true and accurate to the best of my knowledge and belief.

\_\_\_\_\_  
Printed Name of Transferee or Agent

\_\_\_\_\_  
Signature of Transferee or Agent

STATE OF TEXAS

COUNTY OF \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature  
Date Commission Expires:

**Part V – Groundwater Trust Contract**

This contract only applies to an Application to Transfer—Cibolo Lease and is required in order to transfer the appropriate amount of leased groundwater withdrawal rights into the Authority's Groundwater Trust, in accordance with Section 711.329 of the Authority's rules.

**GROUNDWATER TRUST CONTRACT  
(CROSS CIBOLO LEASES)**

This Groundwater Trust Contract (the “Contract”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the EDWARDS AQUIFER AUTHORITY (the “Authority”), a political subdivision of the State of Texas, with its principal place of business located at 1615 N. St. Mary’s, San Antonio, Texas 78215, and \_\_\_\_\_, the lessee or sub-lessee of \_\_\_ acre-feet of water from Initial Regular Permit No. \_\_\_\_\_ (the “Lessee”) located at \_\_\_\_\_.

**RECITALS**

WHEREAS, the Edwards Aquifer Authority (the “Authority”) is a conservation and reclamation district created by virtue of Article XVI, Section 59 of the Texas Constitution;

WHEREAS, § 1.08(a) of the Edwards Aquifer Authority Act<sup>1</sup> (the “Act”) grants the Authority “all of the powers, rights, and privileges necessary to manage, conserve, preserve, and protect the aquifer . . .”;

WHEREAS, the Act provides that authorizations to withdraw groundwater from the aquifer and all authorizations and rights to make a withdrawal under the Act shall be limited to “achieve water conservation”, “recognize the hydro-geologic connection and interaction between surface water and groundwater”, “protect aquatic life and habitat”, “protect species that are designated as threatened or endangered under applicable federal or state law”, and to “provide for instream uses, bays, and estuaries.” Act § 1.14(a)(3) and (5)-(8);

WHEREAS, the Act provides that “the [A]uthority, through a program, shall implement and enforce water management practices, procedures, and methods to ensure that, not later than December 12, 2012, the continuous minimum springflows of the Comal Springs and San Marcos Springs are maintained to protect endangered and threatened species to extent required by federal law . . .” Act § 1.14(h);

WHEREAS, the Authority is authorized by § 1.22 of the Act to administer a groundwater trust for certain purposes;

WHEREAS, § 1.22 of the Act is implemented through Chapter 711, Subchapter N of the Authority’s rules which establish the Groundwater Trust;

---

<sup>1</sup> Act of May 30, 1993, 73<sup>rd</sup> Leg., R.S., ch. 626, 1993 Tex. Gen. Laws 2350; as amended by Act of May 16, 1995, 74<sup>th</sup> Leg., R.S., ch. 524, 1995 Tex. Gen. Laws 3280; Act of May 29, 1995, 74<sup>th</sup> Leg., R.S., ch. 261, 1995 Tex. Gen. Laws 2505; Act of May 6, 1999, 76<sup>th</sup> Leg., R.S., ch. 163, 1999 Tex. Gen. Laws 634; Act of May 25, 2001, 77<sup>th</sup> Leg., R.S., ch. 1192, 2001 Tex. Gen. Laws 2696; Act of May 28, 2001, 77<sup>th</sup> Leg., R.S., ch. 966, §§ 2.60–2.62 and 6.01–6.05, 2001 Tex. Gen. Laws 1991, 2021–22 and 2075–76; Act of June 1, 2003, 78<sup>th</sup> Leg., R.S., ch. 1112, § 6.01(4), 2003 Tex. Gen. Laws 3188, 3193; Act of May 23, 2007, 80<sup>th</sup> Leg., R.S., ch. 510, 2007 Tex. Gen. Laws 902; Act of May 28, 2007, 80<sup>th</sup> Leg., R.S., ch. 1351, §§ 2.01–2.12, 2007 Tex. Gen. Laws 4612, 4677; and Act of May 28, 2007, 80<sup>th</sup> Leg., R.S., ch. 1430, §§ 12.01–12.12, 2007 Tex. Gen. Laws 5848, 5901; and Act of May 21, 2009, 81<sup>st</sup> Leg., ch. 1080, 2009 Tex. Gen. Laws 2818.

WHEREAS, § 711.329(a)(1)(c) of the Authority's rules contains a special requirement for approvable transfers that lease the right to withdrawal groundwater from west of Cibolo Creek to east of Cibolo Creek, whereby the lessee must place a portion of the lease amount into the Groundwater Trust based on an applicable transfer ratio;

WHEREAS, § 711.329(a)(1)(c)(i) establishes a 5:1 transfer ratio for leases from Uvalde County to east of Cibolo Creek (for every five acre-feet leased, Lessee must place 4 acre-feet into the Groundwater Trust;

WHEREAS, § 711.329(a)(1)(c)(ii) establishes a 3:1 transfer ratio for leases from Medina, Atascosa, or Bexar County to east of Cibolo Creek (for every three acre-feet leased, Lessee must place two acre feet into the Groundwater Trust); and

WHEREAS, this Agreement is entered into in order to implement the special requirement contained in § 711.329(a)(1)(c).

**NOW THEREFORE**, for and in consideration of the mutual promises and agreements set forth in this Contract, the Authority and the Lessee agree as follows:

**1.0 Representations of Lessee.** Lessee represents and warrants that he or she has the legal authority to enter into this Contract. And that the lease which is the subject of this Contract conforms with the provisions of § 711.329(a)(1) of the Authority's Rules (the "Lease").

**2.0 Groundwater Trust Transfer Amount.** Lessee agrees to, and does hereby transfer \_\_\_ acre-feet of the Lease amount into the Groundwater Trust, and the Authority agrees to, and does hereby accept the transfer, in trust, under the terms and conditions of this Agreement. The remaining \_\_\_ acre-feet of the Lease amount are not affected in any manner by the terms or conditions of this Contract.

**3.0 Purpose of Groundwater Trust Transfer.** The purpose of this transfer is to:

(a) allow groundwater withdrawal rights to be transferred from an authorized point of withdrawal (well) west of the Cibolo Creek to an authorized point of withdrawal (well) east of the Cibolo Creek; and

(b) offset any possible negative cumulative effects on springflow that may be caused by additional withdrawals made east of Cibolo Creek.

**4.0 Consideration.** The consideration for the transfer of the Lease amount into the Groundwater Trust shall be for the General Manager to approve the transfer of groundwater withdrawal rights from west of Cibolo Creek to east of Cibolo Creek under the special requirements contained in § 711.329 of the Authority's rules.

**5.0 Term.** The transferred amount shall remain in the Groundwater Trust from the effective date of this Contract until the expiration of the lease or until sooner removed by order of the Authority's Board.

**6.0 Rights and Obligations of the Lessee.** Upon transfer into the Groundwater Trust, the Lessee shall have the following rights, restrictions, duties, and obligations:

(a) Lessee shall have no right to withdraw groundwater from the Aquifer pursuant to the portion of the Lease transferred into the Groundwater Trust.

(b) Lessee shall remain responsible for taking all action, and paying all expenses, required to maintain, defend, preserve, and protect the Lease.

(c) Lessee shall not undertake any action which could lead to the invalidation of the Lease and the Lessee shall immediately notify the Authority if the Lessee learns of any facts or circumstances suggesting that the Lease could be called into question.

(d) Lessee may not, voluntarily or involuntarily, anticipate, sell, pledge, encumber, license, lease, transfer, assign, convey, give, devise, bequeath, or otherwise dispose of, either directly or indirectly, any right to use leased withdrawal rights transferred hereunder without the prior written approval of the Board of the Authority. Further, the Lease shall not be subject to any debt contracted by Lessee, either prior to or after the transfer, or any judicial process for the satisfaction of any claim against Lessee.

(e) Lessee shall not be assessed any aquifer management fees for the portion of the Lease that is transferred to the Groundwater Trust hereunder.

**7.0 Rights and Obligations of the Authority.** Upon this transfer into the Groundwater Trust, the Authority shall have the following rights, restrictions, duties, and obligations:

(a) The Authority must hold the transferred Lease amount in the Groundwater Trust, and may not sell, lease, or otherwise transfer the withdrawal rights to a third party.

(b) The Authority is not responsible for taking any action, or paying any expense, required to maintain, defend, preserve, and protect the Lease.

(c) The transferred withdrawal rights shall not be subject to any debt contracted by the Authority, either prior to or after the transfer, or any judicial process for the satisfaction of any claim against the Authority.

**8.0 Miscellaneous Provisions.**

(a) In all other respects, this transfer to, and the holding of the withdrawal rights in the Groundwater Trust, shall be in accordance and consistent with the Act and the Authority's Rules, as they may be amended from time to time.

(b) This Contract shall be binding upon the Authority and the Lessee and any respective heirs, successors, and assigns.

(c) This Contract may be amended only by a subsequent written amendment executed by both the Authority and the Lessee.

(d) This Contract shall be governed by and construed in accordance with the laws of the State of Texas, and specifically with the Act and the Rules of the Authority.

**NOW, THEREFORE, THIS GROUNDWATER TRUST CONTRACT IS EXECUTED AND EFFECTIVE THIS** \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in San Antonio, Bexar County, Texas.

---

**General Manager**  
Edwards Aquifer Authority

---

**Lessee**