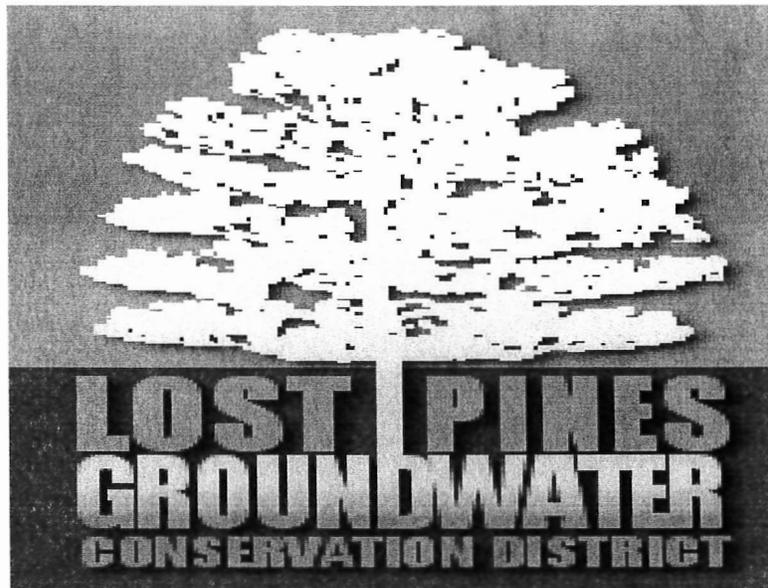


# Lost Pines Groundwater Conservation District

## Groundwater Mitigation Program (GMP)



Lost Pines Groundwater Conservation District  
317 E Hempstead Street  
Giddings, TX 78942  
512.360-5088

Adopted October 25, 2023  
Revised December 13, 2023

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**Acronyms and Abbreviations**

|       |  |
|-------|--|
| GCD   | Groundwater Conservation District            |
| GMP   | Groundwater Mitigation Program               |
| LPGCD | Lost Pines Groundwater Conservation District |
| TWC   | Texas Water Code                             |

## **Section 1. Introduction**

Lost Pines Groundwater Conservation District (the “District or LPGCD”) is a political subdivision of the State of Texas; the fees it collects and expenditures of funds are deemed to be public in nature. For Bastrop and Lee Counties, LPGCD is the state’s preferred method of groundwater management. The management of groundwater in LPGCD involves adhering to Texas Water Code (TWC) requirements. TWC § 36.0015 (b) states that one purpose of a groundwater conservation district (GCD) is “to protect property rights, balance the conservation and development of groundwater to meet the needs of the state, and use the best available science in the conservation and development of groundwater.”

Landowners in the district have experienced significant impacts due to groundwater production in the region, and many have been unable to access water in their wells as a result of this production. Therefore, groundwater mitigation addresses the needs of district landowners. Texas groundwater law permits GCDs to use district funds to “maintain the operability of wells significantly affected by groundwater development to allow for the highest practicable level of groundwater production while achieving the desired future conditions.” TWC § 36.207(a). *See* House Bill 3059 of the Texas 88<sup>th</sup> Legislative Session attached as Appendix A. This mitigation program is not intended to permit increased production that conflicts with state law or the rules, policies, and management plan adopted by the District.

As such, the District may expend funds to achieve its responsibilities as outlined in Chapter 36, Texas Water Code, and which are a benefit to the general public. Therefore, LPGCD has established the Groundwater Mitigation Program (GMP) to assist well owners with mitigation to address water level declines from groundwater production that significantly affect and endanger the operation of their wells.

## **Section 2. Purpose**

The GMP is intended to provide financial support to landowners in the District whose domestic or livestock wells as defined by Tex. Water Code § 36.117(b)(1)<sup>1</sup> and District Rules 3.1(A)(1) and (2) have experienced water level declines expected to drop below

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<sup>1</sup> Tex. Water Code § 36.117(b)(1) (providing an exemption for drilling or operating a well used solely for domestic use or for providing water for livestock or poultry if the well is: (A) located or to be located on a tract of land larger than 10 acres; and (B) drilled, completed, or equipped so that it is incapable of producing more than 25,000 gallons of groundwater a day.); *See also* District Rules 3.1(A)(1) and (2) (mirroring Tex. Water Code § 36.117(b)(1)).

the pump during typical operations as a result of groundwater production. Any well owner receiving financial support must own a well meeting the eligibility criteria established as referenced in this document.

### **Section 3. Eligibility Requirements for Reimbursement**

The District will maintain a database of registered and permitted wells to establish eligibility of qualifying wells. Information maintained will include a valid and complete Well Driller's Log, as submitted to the State of Texas, and when appropriate, to the District. If a valid and complete Well Driller's Log is not available, ownership, well construction, pump settings, and measured water levels must be established by the well owner through Well Diagnostics as described in Section 8 of this program for before GMP funding is provided.

Well Eligibility will be determined following an investigation by the District's General Manager or their designee with input from with the District's hydrogeologist, and/or following diagnostics input from a certified Well Driller to determine whether the well meets the following requirements:

To be eligible for reimbursement under the GMP, a well must meet the following qualifications ("Eligible Well"):

1. Well must be in Bastrop or Lee Counties "(Mitigation Area)";
2. Decline in water level causing the need for mitigation of the well must be directly tied to production of groundwater and not factors, such as drought, or changes in precipitation;
3. Wells must be screened into the Sparta, Queen City, Calvert Bluff, Hooper, Simsboro, or Carrizo Formations ("Relevant Formation") for mitigation;
4. Well must have been active and capable of pumping water from a Relevant Formation to the land surface before the water level decline. After inspection, LPGCD Staff will determine if the well has been active;
5. Well must be registered with the District. If the well is not currently registered/permitted with the District, a landowner must immediately file the necessary registration paperwork and then the well could be eligible for mitigation;
6. Well must be accessible for monitoring by LPGCD;
7. Owner must agree to allow monitoring by LPGCD;
8. Well must be an exempt well according to Tex. Water Code § 36.117(b)(1) and District Rule 3.1(A)(1) and (2) used for domestic or livestock use;
9. Wells covered by an existing mitigation agreement, including mitigation agreements with any non-exempt permit holders, are not eligible until the guarantor of the mitigation agreement

agrees in writing to timely reimburse the District for the cost of Corrective Measures;

10. Well must have been installed before January 1, 2024; and
11. Well must have been designed and constructed according to the District's adopted design standards.

#### **Section 4. Corrective Measures**

For reimbursement, mitigation supported by the GMP could entail, but is not limited to, lowering a pump in a well or modifying the construction of an existing well ("Corrective Measures"). These actions shall result in the pump being set at a depth that will maintain operability of the well. If lowering a pump is not feasible due to poor water quality, local pumping effects or other concerns, alternative corrective measures will be considered.

The corrective measures are limited to restoring the well to a production capacity commensurate with a production capacity estimated from information contained in the well's driller log filed with the District, but in no case, to a capacity above 25,000 gallons per day of groundwater, and a maximum of 17.5 gallons per minute. The District may replace a well with a well of a larger diameter if supported by the GMP Well Diagnostic performed under Section 8.

#### **Section 5. Administration of the Groundwater Mitigation Program Prior to Mitigation**

The GMP will be administered by the General Manager or their designee. The General Manager may delegate duties associated with the implementation and management of the GMP to appropriate district staff or consultants as needed and as approved by the LPGCD Board of Directors. The primary responsibility of the General Manager or their designee as it relates to the GMP is to verify eligibility, oversee the investigation and evaluation of any reimbursement application, recommend Corrective Measures based on the Well Diagnostics, and execute the Mitigation Agreement, as defined below.

All necessary diagnostics and investigations must be completed prior to a well qualifying for the GMP. The exception to the investigation and diagnostics requirements under Sections 7 and 8, respectively, are those wells in the District (i) completed in the Simsboro or Carrizo Formations, and (ii) have been mitigated by the well owner between February 16, 2022 and December 31, 2023. Further, if the investigation indicates that a reported problem is a result of well/equipment age, owner neglect or pumping effects from the well itself, the well will not qualify for GMP funding. The District will not pay for the well diagnostic nor any well mitigation for a well that does not qualify for GMP funding under this program.

## **Section 6. Requests for Assistance**

All requests for assistance shall be submitted to the District on the Groundwater Mitigation Program Reimbursement Request Form (Request Form). All requests must be accompanied by any documentation requested on the Request Form. A copy of the Request Form is included in Appendix B. All requests must be submitted to the LPGCD General Manager using the contact information listed below:

Lost Pines Groundwater Conservation  
District General Manager  
317 E Hempstead Street  
Giddings, TX 78942

Alternatively, Request Forms may be emailed to:  
[lpgcd@lostpineswater.org](mailto:lpgcd@lostpineswater.org)

## **Section 7. Well Investigation**

All complete Request Forms received by the District are subject to a well investigation to determine if the well is an Eligible Well under Section 3. District staff will conduct a well investigation which will encompass the following:

1. An initial site visit to obtain the following information:
  - Legal Well Owner's Name
  - Contact Information (Address, phone number, cell phone number)
  - Primary Well Use
  - Secondary Well Use (if any)
  - Well ID (State and/or Water District)
  - Latitude and Longitude
  - Casing Diameter, Screen Diameter, Casing Depth Setting and Screen Depth Setting
  - Year Drilled
  - Storage Tank Volume
  - Number of facilities provided water by well
  - Well drilling contractor
  - Any known well deficiencies (producing sand, producing colored or turbid water, screen issues, casing issues, etc.)
2. Determine that the well is within the proposed Mitigation Area.
3. Digital Photos of the wellhead and associated appurtenances. If possible, these photos will also document any unusual conditions associated with the well or well site.
4. Latitude and Longitude coordinates of the wellhead, via the use of Global Position System (GPS) equipment.

5. Copies of any owner provided well information such as drilling reports, geophysical logs, invoices, etc.
6. Review with the well owner the preferred route for the contractors to take in order to get to the well site so that any potential damage to underground pipes, septic systems, overhead electrical lines, and/or telephone lines can hopefully be avoided.

### **Section 8. Well Diagnostics**

If the General Manager determines that the well is an Eligible Well after the Well Investigation, the well will undergo well diagnostics procedures. The information gathered during the diagnostics phase will be the basis for mitigation decisions and actions.

The well owner is responsible for contacting and retaining a well driller or well service contractor licensed by the State of Texas to conduct the Well Diagnostics as described in this section. The well owner will be responsible for the cost of the Well Diagnostics initially and such cost will be reimbursed by the District if the General Manager or their designee determines the well mitigation qualifies for funding pursuant to the GMP. If the General Manager or their designee determines the well mitigation does not qualify for GMP funding, the well owner's cost of the Well Diagnostics will not be reimbursed.

Prior to the actual diagnostics being performed, the LPGCD staff member will ensure that the following steps are taken:

- Ensure that LPGCD has a signed copy of a district-approved "Right of Entry" form signed by the legal owner of the well and property on which the well is located. Such form will include the following release and indemnification: YOU HEREBY AGREE TO RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND DISTRICT BOARD DIRECTORS, EMPLOYEES, AGENTS, AND SUCCESSORS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, AND ANY AND ALL LOSSES, COSTS, PENALTIES, FINES, LIENS (AND THE COSTS OF REMOVAL THEREOF), EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES), LIABILITIES AND/OR JUDGEMENTS INCURRED BY ANY INDEMNITEE, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS BROUGHT AGAINST AN INDEMNITEE BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION YOUR AGENTS, EMPLOYEES, CONTRACTORS, AND REPRESENTATIVES, ANY AND ALL GOVERNMENTAL ENTITIES) ALLEGING PERSONAL INJURY, PROPERTY DAMAGE OR ECONOMIC LOSS, ARISING OUT OF OR RESULTING FROM, OR IN ANY WAY INCIDENTAL TO, DIRECTLY OR INDIRECTLY, YOUR PARTICIPATION IN THE DISTRICT'S GROUNDWATER MANAGEMENT PROGRAM ("GMP") OR THE ACTIONS OR INACTIONS OF AN INDEMNITEE OR THE ACTIONS OR INACTIONS OF YOU, YOUR AGENTS, EMPLOYEES, CONTRACTORS OR REPRESENTATIVES, IN CONNECTION WITH THE GMP. FURTHER, THE DISTRICT WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO ANY UNMARKED OR UNIDENTIFIED UNDERGROUND WATER, SEPTIC TANK AND

LATERAL LINE DRAIN FIELD, TELEPHONE, CABLE, ELECTRICAL LINES (UNDERGROUND OR OVERHEAD) OR OTHER UTILITIES.

- Prior to entering the property, LPGCD staff or designee and the well service contractor should meet with the well owner or designee to determine if there are any safety hazards along the access route between the entrance to the property and the well site prior to heavy equipment entering the property. In addition, the well owner and landowner should be asked to identify the location of any underground water, septic tank and lateral line drain field, telephone, cable, electrical lines (underground or overhead) or other utilities that could be inadvertently damaged while mitigating the well. All discussions should be documented completely. Depending on the location, underground electrical, water, or cable utilities may need to be marked if they will interfere with access to the well.

The diagnostics will involve the appropriate licensed drilling/well service contractor performing the following steps with a District staff member present:

- Contractor to perform inspection and testing of control box / pump electrical.
- Measure the static water level in the well from the land surface.
- Run the pump and measure the water level drawdown from the land surface.
- Measure the pumping rate in gallons per minute (GPM).
- Remove the pump column and pump, as needed, in order to determine where the pump is set and the condition of the pump and pump assembly equipment.
- Take digital photos of the equipment to document condition.
- Televis the well, if needed, in order to determine the location of the screened intervals and if there are any unusual conditions or deficiencies associated with the well.
- The drilling/well service contractor will determine if the well is within TCEQ and Texas Department of Licensing and Regulation (TDLR) well construction standards. If the well is not up to standards, then the General Manager or their designee will inform the landowner of what does not meet state requirements and what LPGCD is able to do regarding the noted deficiencies.
- In some cases, enough information may be obtained during the well diagnostics phase to make a sound mitigation decision at that time. If time allows, the General Manager or their designee would then authorize the contractor to make the necessary adjustments in order to complete mitigation based on estimates of future pumping effects and return the well to service.
- If a mitigation determination cannot be made at this point, and the owner needs the use of the well, the contractor will re-install the equipment and ensure the well is functioning properly.
- After the completion of the diagnostics phase, the contractor will provide LPGCD with a detailed diagnostic report of all steps necessary to mitigate the well to maintain operability. Copies will be retained in the District's well mitigation files. Copies of the diagnostic report and any televising video will also be provided to the well owner.
- Necessary information to be obtained during the diagnostics phase :

- Static Water Level
- Water Level Drawdown While Pumping at a Measured Rate
- Gallons Per Minute Flow-rate – Pump Capacity
- Pump Setting
- Total Depth
- Televised Inspection of Well
- Overall System Evaluation
- State Standard Deficiencies
- Electrical Evaluation

After the diagnostics phase, General Manager or their designee will evaluate well diagnostic information and determine the necessary Corrective Measures consistent with the GMP. Should the diagnostics phase not provide conclusive findings as to the condition or status of the well, the General Manager may refer the decision on Well Eligibility or Corrective Measures to the Board.

**Section 9. Appeal of the General Manager’s Decision**

The General Manager will provide a decision on the mitigation request within forty-five (45) days of the completed Well Diagnostics. Any well owner may appeal the decision of the General Manager concerning a denial of a reimbursement request. Such appeal shall be made in writing by the well owner to the Board of Directors within thirty (30) days of the date of the General Manager’s decision to deny the request. A well owner is limited to one appeal per District denial for each well.

**Section 10. Mitigation Agreement**

If the General Manager approves the request, the well owner must sign the Groundwater Mitigation Program Release and Reimbursement Agreement (“Mitigation Agreement”) accepting the District’s reimbursement terms as approved by the District. The Mitigation Agreement will provide the approved method of Corrective Measure and a list of Reimbursable Costs. Any costs incurred by the well owner not included in the Mitigation Agreement will not be reimbursed. After the owner signs the Mitigation Agreement the well owner must work with a licensed contractor to complete the Corrective Measure. LPGCD will release funding from the GMP to the well owner after the well owner submits a demonstration of completion to the General Manager. At that time, the General Manager may inspect the completed work to ensure compliance with the Mitigation Agreement prior to providing reimbursement funds.

**Section 11. Reimbursable Costs**

Subject to the Board’s annual GMP budget determination under Section 12, the District will reimburse for the following costs: parts, equipment, and labor used for mitigation of Eligible Wells that are required below ground to maintain operability of the well as shown by the diagnostics conducted under Section 8. The District will not cover any above

ground costs, except to meet the pump manufacturer's specifications. For example, if the manufacturer's specifications for a new pump require a new pressure tank or a new circuit breaker, those above ground costs will be covered. The District will not be responsible for well houses, warranties, or any sales tax incurred by the well owner. For an Eligible Well approved for funding by the GMP, the District will cover the full cost of the Reimbursable Costs as defined above.

### **Section 12. Groundwater Mitigation Program Funding**

The District shall maintain a GMP Fund that is exclusively for the purpose of reimbursing District well owners for repairs or replacements of Eligible Wells to maintain operability of such wells. The monies committed to the GMP Fund shall remain encumbered for that purpose. Funding to support the GMP shall be established at a fixed percentage of the District's reserves each year from fees collected by the District on permitted amounts for the production and/or transport of groundwater. To meet the needs of the well owners and maintain adequate funding in the GMP Fund, the District shall, in its annual budgeting, determine the fixed percentages of reserves to establish the budget for the GMP Fund.

The GMP shall be a stand-alone program of the District, independent of all other programs in the District's Budget.

### **Section 13. Recordkeeping and Reporting**

The District shall maintain records and supporting documentation for all GMP Fund work in accordance with the District policies. By March 1st of each year following the creation and initial funding of the GMP Fund, the District shall make available to the public an accounting of GMP Fund revenues and expenses, and a report summarizing the mitigation reimbursement requests that were inspected, evaluated or completed.

### **Section 14. Delegation of Authority to General Manager**

The Board of Directors delegates to the District General Manager authority to approve and execute the Groundwater Mitigation Program Release and Reimbursement Agreement on behalf of the District attached as Appendix C.

### **Section 15. Quarterly Review**

The Board of Directors will conduct a quarterly review of the GMP in coordination with an advisory group created and appointed by the Board President.

## APPENDIX A:

### MITIGATION LEGISLATION

H.B. No. 3059

#### AN ACT

relating to the export fee charged for the transfer of groundwater from a groundwater conservation district.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 36.122, Water Code, is amended by amending Subsections (e) and (p) and adding Subsections (e-1), (e-2), and (e-3) to read as follows:

(e) Except as provided by Subsection (e-1), the [The] district may impose an export fee or surcharge using one of the following methods:

(1) a fee negotiated between the district and the exporter;

(2) for a tax-based district, a rate not to exceed 20 cents [the equivalent of the district's tax rate per hundred dollars of valuation] for each thousand gallons of water exported from the district [or 2.5 cents per thousand gallons of water, if the district assesses a tax rate of less than 2.5 cents per hundred dollars of valuation]; or

(3) for a fee-based district, a rate not to exceed the greater of 20 cents for each thousand gallons or a 50 percent surcharge, in addition to the district's production fee, for water exported from the district.

(e-1) Effective January 1, 2024, the maximum allowable rate a district may impose for an export fee or surcharge under Subsection (e)(2) or (e)(3) increases by three percent each calendar year.

(e-2) A district governed by a special law in regard to an export fee or surcharge on water exported from the district may charge an export fee or surcharge in accordance with that special law or in accordance with Subsections (e) and (e-1).

(e-3) An export fee or surcharge imposed under Subsection (e) or an increase in an imposed export fee or surcharge is not valid unless it is approved by the board after a public hearing.

(p) Subsections [Subsection] (e), (e-1), and (e-2) do [does] not apply to a district that is collecting an export fee or surcharge on March 1, 2001.

SECTION 2. Section 36.207, Water Code, is amended to read as follows:

Sec. 36.207. USE OF FEES. (a) A district may use funds obtained from administrative, production, or export fees collected under a special law governing the district or this chapter for any purpose consistent with the district's approved management plan, including, without limitation, making grants, loans, or contractual payments to achieve, facilitate, or expedite reductions in groundwater pumping or the development or distribution of alternative water supplies or to maintain the operability of wells significantly affected by groundwater development to allow for the highest practicable level of groundwater production while achieving the desired future conditions established under Section 36.108.

(b) A district may use funds obtained from the amount that an export fee is increased under Section 36.122(e-1) on or after January 1, 2024, only for costs related to assessing and addressing impacts associated with groundwater development, including:

- (1) maintaining operability of wells significantly affected by groundwater development;
- (2) developing or distributing alternative water supplies; and
- (3) conducting aquifer monitoring, data collection, and aquifer science.

SECTION 3. This Act takes effect September 1, 2023.

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President of the Senate

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Speaker of the House

I certify that H.B. No. 3059 was passed by the House on April 18, 2023, by the following vote: Yeas 117, Nays 27, 1 present, not voting; that the House refused to concur in Senate amendments to H.B. No. 3059 on May 23, 2023, and requested the appointment of a conference committee to consider the differences between the two houses; and that the House adopted the conference committee report on H.B. No. 3059 on May 28, 2023, by the following vote: Yeas 119, Nays 25, 2 present, not voting.

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Chief Clerk of the House

I certify that H.B. No. 3059 was passed by the Senate, with amendments, on May 18, 2023, by the following vote: Yeas 25, Nays 6; at the request of the House, the Senate appointed a conference committee to consider the differences between the two houses; and that the Senate adopted the conference committee report on H.B. No. 3059 on May 27, 2023, by the following vote: Yeas 25, Nays 6.

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Secretary of the Senate

APPROVED: \_\_\_\_\_

Date

---

Governor

**LOST PINES GROUNDWATER MITIGATION PROGRAM  
REIMBURSEMENT REQUEST FORM**

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

**Well Owner Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Well Location: \_\_\_\_\_

Driller Log Available (Y or N)

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

Well Depth: \_\_\_\_\_

Pump Depth: \_\_\_\_\_

Pump Size: \_\_\_\_\_

Aquifer/Formation: \_\_\_\_\_

Well Screen Information: \_\_\_\_\_

**Note about Diagnostics Costs:**

**If the well is not an Eligible Well, the well owner is responsible for payment of the well diagnostics costs. If the well is an Eligible Well, the well diagnostics costs will be included in the final mitigation cost.**

# APPENDIX C:

## GROUNDWATER MITIGATION PROGRAM RELEASE AND REIMBURSEMENT AGREEMENT



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

**Corrective Measures** (General Manager to list approved corrective measures to maintain well operability here):

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**Reimbursable Costs** (General Manager to list reimbursable costs here):

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This Groundwater Mitigation Program Release and Reimbursement Agreement (“Mitigation Agreement”) if accepted by \_\_\_\_\_ (herein after “You” or “Your”) will cover the terms of your participation in the Groundwater Mitigation Program (“GMP”) of the Lost Pines Groundwater Conservation District, a political subdivision of the State of Texas, and conditions related to your reimbursement of costs from the District’s GMP Fund.

You agree to the Corrective Measures and Reimbursable Costs identified above and that they are incorporated into this Mitigation Agreement as terms and conditions upon which the District will reimburse you for costs incurred to mitigate an Eligible Well as defined by the GMP.

It may be necessary for the District to collect water level and quality information from your well identified below, now and on an ongoing basis, for that well to qualify for expenditures of funds through the District’s GMP Fund. This information will be used for a public purpose by the District to better understand the aquifers in the District. You will be apprised of the results of each measurement taken. Unless otherwise expressly agreed in writing by the District, a well that benefits from expenditures from the GMP Fund is not a part of the District's well monitoring network and the District is not responsible for regular repair and maintenance of said well. Further, the District is not responsible for any damages to the well resulting from investigative work done for well diagnostics or the remediation work done by the water well driller or contractor.

YOU HEREBY AGREE TO RELEASE AND DEFEND, INDEMNIFY, AND HOLD HARMLESS THE DISTRICT AND DISTRICT BOARD DIRECTORS, EMPLOYEES, AGENTS, AND SUCCESSORS (“INDEMNITEES”)

FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION, AND ANY AND ALL LOSSES, COSTS, PENALTIES, FINES, LIENS (AND THE COSTS OF REMOVAL THEREOF), EXPENSES (INCLUDING WITHOUT LIMITATION ATTORNEY’S FEES), LIABILITIES AND/OR JUDGEMENTS INCURRED BY ANY INDEMNITEE, INCLUDING BUT NOT LIMITED TO ANY AND ALL CLAIMS BROUGHT AGAINST AN INDEMNITEE BY ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION YOUR AGENTS, EMPLOYEES, CONTRACTORS, AND REPRESENTATIVES, ANY AND ALL GOVERNMENTAL ENTITIES) ALLEGING PERSONAL INJURY, PROPERTY DAMAGE OR ECONOMIC LOSS, ARISING OUT OF OR RESULTING FROM, OR IN ANY WAY INCIDENTAL TO, DIRECTLY OR INDIRECTLY, YOUR PARTICIPATION IN THE DISTRICT’S GROUNDWATER MANAGEMENT (“GMP”) PROGRAM AND GROUNDWATER MITIGATION REIMBURSEMENT FUND (“GMRF”) OR THE ACTIONS OR INACTIONS OF AN INDEMNITEE OR THE ACTIONS OR INACTIONS OF YOU, YOUR AGENTS, EMPLOYEES, CONTRACTORS OR REPRESENTATIVES, IN CONNECTION WITH THE GMP AND GMRF.

By your signature below, you certify that you are the owner of the well identified on the Groundwater Mitigation Reimbursement Fund Request Form and identified below, and you agree (1) to participate in the GMP as it is administered by the District, subject to any changes authorized by the District Board, (2) to allow the District's representatives to collect water level and quality data as described herein, and (3) to incorporate the District’s Groundwater Mitigation Program into this Mitigation Agreement as additional terms and conditions of this agreement.

**LOST PINES GROUNDWATER CONSERVATION DISTRICT:**

Signature: \_\_\_\_\_  
General Manager, Elvis Hernandez

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

**AGREED:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Well Location: \_\_\_\_\_

SWORN TO AND SUBSCRIBED TO BEFORE ME, the undersigned a notary public, on this the day of \_\_\_\_\_, 2025.

Notary Public – State of Texas