

AN ORDER OF THE BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT REGARDING THE WELL ASSISTANCE PROGRAM No. 2022-01

WHEREAS, the Brazos Valley Groundwater Conservation District ("District") is charged by the Texas Legislature with providing for the conservation, preservation, protection, and prevention of waste of groundwater, and of groundwater resources in Brazos and Robertson counties, Texas, under §36.0015 (b), Tex. Water Code;

WHEREAS, groundwater conservation districts are the state's preferred method of groundwater management in order to protect property rights, balance the conservation and development of groundwater to meet the needs of this state, and use the best available science in the conservation and development of groundwater through rules developed, adopted, and promulgated by the District under §36.0015 (b), Tex. Water Code;

WHEREAS, the District is authorized to make and enforce fair and impartial rules to manage groundwater resources as scientifically necessary to conserve and protect groundwater resources in the area under §36.101, Tex. Water Code;

WHEREAS, permits, and permit amendments may be issued subject to the rules promulgated by the District and subject to terms and provisions with reference to the drilling, equipping, completion, alteration, or operation of, or production of groundwater from, wells or pumps that may be necessary to prevent waste and achieve water conservation, minimize as far as practicable the drawdown of the water table or the reduction of artesian pressure, lessen interference between wells, or control and prevent subsidence under §§36.113, 35.116 Tex. Water Code;

WHEREAS, the District may use funds obtained from administrative, production, or export fees collected 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; §36.207, Tex. Water Code;

WHEREAS, the District is entering into a Water Well Assistance Agreement with Permittee UW Brazos Valley Farm, LLC (Exhibit A), which intends to complete a project to produce Simsboro Aquifer groundwater under non-Historic Use, District-issued, drilling and operating permits not to exceed 49,999 acre-feet/ year and deliver water from Robertson County to customers to meet significant water supply demands;

WHEREAS, UW Brazos Valley Farm, LLC's groundwater production in the Simsboro Aquifer is modeled to have significant effects on groundwater levels in the Simsboro Aquifer in the District (Exhibit B);

WHEREAS, the District will use funds from the Water Well Assistance Agreement and export fees paid to the District to fund the Well Assistance Program for wells affected by UW Brazos Valley Farm, LLC's groundwater production project;

WHEREAS, water wells that screen the Simsboro Aquifer in the District that are in existence prior to October 21, 2022, will be eligible for the Well Assistance Program, and may be deemed by the District to qualify for some level of well mitigation;

WHEREAS, the District has developed a preliminary Well Assistance Program list of registered or permitted Simsboro wells that could be impacted by the UW Brazos Valley Farm, LLC pumping to the point of possible need for mitigation (Exhibit C). The list also includes a number of wells that could be either Simsboro or Calvert Bluff aquifer screened wells and will require further investigation to make a definitive aquifer designation. Wells determined to screen the Simsboro Aquifer will remain on the list and wells that do not screen the Simsboro Aquifer will be removed from the list; and

WHEREAS, District Staff will continue to research and attempt to discover water wells in areas most likely to be affected by the UW Brazos Valley Farm, LLC's groundwater production. The preliminary groundwater modeling of anticipated affects (Exhibit B) and the preliminary list of Simsboro wells that may potentially be affected (Exhibit C) are works in progress that will continue to be reviewed and improved, as appropriate;

NOW, THEREFORE, BE IT ORDERED BY THE BOARD OF DIRECTORS OF THE BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT THAT

the District shall create the Well Assistance Program and shall adopt rules and policies, as appropriate, for the evaluation and potential mitigation of Simsboro wells in the District that may likely be affected by the UW Brazos Valley Farm, LLC's groundwater production project in the Simsboro Aquifer; and

the District hereby adopts Sections 1-6 of the Water Well Agreement in Exhibit A as the basis for is Well Assistance Program.

PASSED AND APPROVED this the 20th day of October, 2022.

BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT

Stephen Cast, President	Date

Exhibit A

WELL ASSISTANCE AGREEMENT

BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT

9/22/22 Draft BVGCD

Water Well Assistance Agreement

Introduction

Permittee is a private landowner with existing Historic Use Permits issued in 2009 (Historic Use Permits), three drilling and operating permits issued in 2019 (Existing Production Permits), and pending applications for thirteen drilling and operating permits (Pending Production Permits) to produce groundwater, consistent with District Rules and permit provisions, from properties commonly known as Goodland Farms in Robertson County, Texas. Permittee will continue to use a portion of its Historic Use water supply, as defined by District Rule 1.1(21), to support on-site agricultural operations. Permittee intends to complete a project to produce Simsboro Aquifer groundwater under non-Historic Use, District-issued, drilling and operating permits (Production Permits) and deliver water (under future transport permits) from Robertson County to customers to meet significant water supply demands (the Project). Goodland Farms enters into this Agreement in consideration of the District's implementation of the Well Assistance Program (defined below), which supports the utilization of the Production Permits for operation of the Project through a proactive, forward-looking approach, considering good stewardship of the groundwater resource and localized community engagement, given potential Simsboro Aquifer responses to the Project.

This Agreement is designed to facilitate early, proactive, and voluntary mitigation measures to support community relations. Well mitigation associated with the Project will be conducted by the District in phases after certain events occur in the development of the Project that trigger funding under Section 7.0 (the Well Assistance Program). The first phase (pre-mitigation) will begin shortly after the Pending Production Permits are issued and will involve investigation and planning. The District will work to identify Potentially Eligible Wells (as defined in Section 1.0 below) and conduct diagnostics and evaluations to determine—on the basis of hydrologic modeling, Project proximity, and well data collection—which Potentially Eligible Wells the District believes are reasonably likely to be eligible for mitigation under the Well Assistance Program. The District, in its discretion, may deem mitigation to be warranted if it preserves the ability of well owner to continue to access groundwater through its existing well system, commensurate with the well's production capacity (estimated from information in the well's driller log filed with the District or from District-conducted diagnostics), given both the existing well conditions and the estimated Simsboro Aquifer responses to the Project (AP Wells, which are Assistance Program Wells). The second phase (mitigation) will involve mitigating AP Wells. The mitigation phase will begin once there is either a firm timeline for Permittee exporting at least 10,000 acre-feet per year or once Permittee actually produces over 15,000 acre-feet in a calendar year from the Simsboro Aquifer for on-site use or in aggregate for

on-site and export uses. The District will apply its technical expertise to create appropriate prioritizations for the Well Assistance Program, based on the details of Project development, including how production and export volumes may change over time. A substantial portion of mitigation under the Well Assistance Program is expected to occur in the two years before the Project pumping to export at least 10,000 acre-feet/year begins. The mitigation phase will also involve responding to well owner concerns, consistent with the procedures set out herein.

The Well Assistance Program will take into consideration wells that are identified as having pre-existing construction deficiencies. Program dollars will not be utilized to correct such deficiencies or water quality issues. In general, mitigation options will be limited to lowering a pump, replacing pumping equipment, drilling a new well, or providing a connection to an existing public water supply. It is anticipated that nearly all mitigation cases will be unique and will depend on the construction and condition of the AP Well and pumping equipment and proximity to the Project.

Objectives of the Well Assistance Program

The primary objectives of the Well Assistance Program are:

- to assist existing owners/operators of AP Wells;
- to mitigate AP Wells in a manner that will address the ability of well owners to continue
 to access groundwater through, or in a manner comparable to, their existing well
 system, considering anticipated Simsboro Aquifer responses to the Project, while
 minimizing, to the extent reasonable, any subsequent mitigation of the same well in the
 future (Mitigation Standard);
- to conduct well mitigation activities in a consistent manner that is fair to proximate well owners and builds consensus and support in the community;
- to respond to concerns/complaints of well owners through the sound technical evaluations and approaches in the mitigation procedures outline below in a timely manner; and
- to protect the Simsboro Aquifer as a resource by conducting mitigation of wells consistent with current state regulatory standards.

Mitigation Procedures

The following procedures will outline the general work flow, support services, and the outside services the District believes will be required to address mitigation of AP Wells pursuant to this Agreement. The District shall implement the Well Assistance Program consistent with these procedures.

Section 1.0 Mitigation Criteria

To be eligible for the Well Assistance Program, and subject to further evaluation by the District for potential mitigation, the well must meet the following criteria (Potentially Eligible Well):

A. The well must currently screen sands of the Simsboro Aquifer.

- B. The well must be registered/permitted with the District. If the well is not currently registered/permitted with the District, a landowner could immediately file the necessary registration paperwork and then the well would be eligible for mitigation.
- C. The well must be active or have been active prior to October 20, 2022 with operational equipment capable of pumping Simsboro water to the land surface; or well owner must have submitted to the District an administratively complete application for an exempt or a nonexempt well prior to October 20, 2022. The District staff will determine if the well has been active.
- D. The well must be located in the District.
- E. The legal well and property owner(s) must provide the District with written consent for mitigation activities.

Baseline water levels of the Potentially Eligible Wells and/or AP Wells, as determined by the District, shall be measured by the District periodically and recorded in the District's Well Assistance Database.

2.0 Phase 1 Well Investigation

- 2.1 The District staff will conduct an initial well investigation, either by desktop review or in the field, as appropriate, to determine if a well is a Potentially Eligible Well and, if so, is an AP Well. District staff will collect the following information in an initial well investigation:
 - A. Basic data:
 - 1) Legal Well Owner's Name
 - 2) Contact Information (Address, phone number, cell phone number)
 - 3) Primary Well Use
 - 4) Secondary Well Use (if any)
 - 5) Well ID (State and/or Water District)
 - 6) Latitude and Longitude
 - Casing Diameter, Screen Diameter, Casing Depth Setting and Screen Depth Setting
 - 8) Year Drilled
 - 9) Pressurized Storage Tank Volume
 - 10) Number of facilities provided water by well
 - 11) Contractor that constructed the well
 - 12) Any known well deficiencies (producing sand, producing colored or turbid water, screen issues, casing issues, etc.)
 - B. Distance from the nearest Project well.
 - C. Digital photographs of the wellhead and associated appurtenances. If possible, these photos will also document any unusual conditions associated with the well or well site.
 - D. Latitude and Longitude coordinates of the wellhead, via the use of Global Position System (GPS) equipment.

- E. Copies of any owner-provided well information such as drilling reports, geophysical logs, invoices, etc.
- F. The well owner's preferred route for the contractors to take in order to get to the well site to minimize the potential of damage to underground pipes, septic systems, overhead electrical lines, and/or telephone lines.
- G. Thorough documentation (digital photography) of the condition of the well owner's property, the area surrounding the well site, and the route that service equipment will utilize to service the well prior to entering the property with the well service contractor or any equipment.
- 2.2 The goal of the initial well investigation is to gather as much information as possible regarding the well and the conditions of the system to aid in determining if the well is a Potentially Eligible Well and, if so, is an AP Well, and to support future diagnostic or mitigation efforts. After the initial well investigation, the District staff will enter the data collected during the initial investigation into the well mitigation database. The District staff will create and enter the data into a hard-copy file and will try to correlate the well information with the state and district databases. The District staff may enter into a landowner/well owner agreement to periodically monitor the water level in Potentially Eligible Well or an AP Well.
- 2.3 Once the District determines that a Potentially Eligible Well is an AP Well, District staff will identify to the well owner and/or landowner the location of the well and communicate with the well owner regarding the District's data and evaluations, recommendations, and potential mitigation options. The District staff will work with the well owner and/or landowner, after the initial well investigation, to schedule an agreed upon time to have an authorized contractor perform any additional water well diagnostics needed before mitigation.

3.0 Phase 1 Water Well Diagnostics

- 3.1 Well diagnostics are an important step in the mitigation process. At times, well owners may not have sufficient well information or records (for instance, records documenting the method of construction) to allow the District to perform well mitigation without a diagnostics phase. Even if the well owner provides documentation (e.g., driller's log or construction and equipping invoices), diagnostics may still be needed prior to mitigation because water levels and well conditions change over the life of a well. The information gathered during the diagnostics phase will be the basis for mitigation decisions.
- 3.2 The District will make good faith efforts to diagnose and return Potentially Eligible and/or AP Wells to service as quickly as possible and will coordinate with the well owner to bring domestic wells back to service so as to minimize the disruption of well use.
- 3.3 Prior to the actual diagnostics being performed, the District staff member will ensure that the District has:

- A. Received a signed copy of a diagnostic form signed by the legal owner of the well and property on which the well is located, if required.
- B. Processed a work estimate for diagnostics and provided it to the District's contractor.
- C. Scheduled the appropriate contractor based on work required for the well.
- D. Met with the well service contractor and the well owner or designee, prior to entering the property, 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 will 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 will 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.
- 3.4 The actual diagnostics will involve an appropriate licensed drilling/well service contractor performing the following steps, as needed, with a District staff member present:
 - A. Inspect and test control box / pump electrical.
 - B. Measure the static water level in the well from the land surface.
 - C. Run the pump and measure the water level drawdown from the land surface.
 - D. Measure the pumping rate in gallons per minute (GPM).
 - E. Remove the pump column and pump, if needed, in order to determine where the pump is set and the condition of the pump and pump assembly equipment.
 - F. Take digital photos of the equipment to document condition.
 - G. Televise 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.
 - H. Provide an opinion on whether the well is within TCEQ and Texas Department of Licensing and Regulation (TDLR) well construction standards. If the well does not appear to meet standards, then the District staff member will inform the landowner of what was observed that does not meet state requirements.
- 3.5 In some cases, enough information may be obtained during the diagnostics phase to make a sound mitigation decision at that time. If time allows and if authorized by the well owner, the District staff member will authorize the contractor to make the adjustments in order to complete mitigation based on the Mitigation Standard and return the well to service.

- 3.6 If a mitigation determination cannot be made during the diagnostics phase, and the owner needs the use of the well, the contractor will re-install the equipment and ensure the well is functioning properly.
- 3.7 After the completion of the diagnostics phase, the contractor will provide the District with a detailed diagnostic report. Copies will be retained in the hard copy file, as well as entered into the District's Well Assistance Database. Copies of the diagnostic report and any televising video will also be provided to the well owner.
- 3.8 After the diagnostics phase, the District staff will evaluate the following well diagnostic information and determine the appropriate mitigation actions under the Mitigation Standard:
 - A. Static Water Level
 - B. Water Level Drawdown While Pumping at a Measured Rate
 - C. Gallons Per Minute Flow Rate Pump Capacity
 - D. Pump Setting
 - E. Total Well Depth
 - F. Televised Inspection of Well
 - G. Overall System Evaluation, Identification of State Standard Deficiencies
 - H. Electrical Equipment Evaluation

4.0 Phase 1 Diagnostics Evaluation

- 4.1 Diagnostics evaluation will involve verifying that the well is a Potentially Eligible Well and an AP Well, and if so, determining what form of mitigation, if any, is appropriate under the Mitigation Standard. Based on the characteristics of the Potentially Eligible Well, the evaluation may be performed by District staff or by the District hydrogeologist.
- 4.2 District staff will review the well diagnostics report described in Section 3.7 and compare this information to the District's hydrologic monitoring program and groundwater flow modeling.

5.0 Phase 2 Well Mitigation

- 5.1 Based on all of the information gathered during the initial or subsequent investigation(s) in the diagnostics phase, the District staff will determine the mitigation actions appropriate for each AP Well. Some Potentially Eligible Wells will require no action and will not be considered AP Wells. Mitigation options may include:
 - A. <u>No Mitigation</u>- If the Potentially Eligible Well and the pump are deep enough to accommodate the anticipated drawdown and an adequate pumping rate can be maintained for that location, no mitigation will be performed.
 - B. <u>Lowering of Pump</u> If the well is deep enough, and the pump can be lowered to a level that will accommodate the anticipated drawdown for that location, then the pump will be lowered.

- 1) Prior to lowering of the pump, if it is determined that the current pump and/or motor will not be sufficient to maintain the prior output at the proposed drawdown level, then the District will replace the pump and/or motor, to restore to the rate of production measured and recorded during the diagnostics phase.
- C. <u>Drilling of New Well</u> If the well is not deep enough and will not accommodate the lowering of the pump to accommodate the anticipated drawdown for that location, then the District will have a replacement well drilled and equipped. In most locations, the District will plug the existing well(s) unless the District views it prudent to utilize the existing well as a water level monitoring well. The contractor performing the work will be required to obtain necessary permits and/or approvals from the local governing entities.
- D. <u>Cost Effective Alternative Water Supply</u> if a physical connection to an existing water supply line is cost-effective and appropriate to the uses, putting the connection in place can be considered for possible mitigation action, in the District's discretion, with the well owner's authorization.
- 5.3 In all cases, the District will communicate proposed mitigation actions to the well owner prior to any work being performed and the well owner will be required to enter into an agreement with the District to allow the District to mitigate the well, which may include a waiver of liability. The District shall not pay any ongoing operational costs for the AP Wells.
- 5.4 The District may elect to repair/replace other AP Well components that have the potential to fail or cause future problems if the District determines such repair or replacement is necessary to the successful implementation of a particular AP Well mitigation. This might include the installation of a one-inch diameter water level measuring port or repairing/replacing the following components:
 - A. Inferior electrical cable;
 - B. Electrical equipment system deficiencies;
 - C. Deteriorated pump column/drop pipe; or
 - D. Associated appurtenances
- 5.5 All well mitigation activities shall be conducted in accordance with State and local requirements and regulations and adhere to the guidelines outlined in District-provided well mitigation contracts. These contracts and guidelines will be developed to ensure that proper well construction methods are utilized. The District staff will coordinate all mitigation activities.
- 5.6 <u>Warranty</u>. Under the mitigation contracts, the individual contractors will be responsible for the warranty of their work regarding defective workmanship or materials, or both, and the contractor's warranty will be provided to, or assigned to, the well owner after the District's evaluation of the work. Contractor provided bonds will be required for

certain mitigation projects, all as deemed appropriate by the District. The District will ensure in its mitigation contracts that if within 3 days after the receipt of a notice in writing to the Contractor or his agent of defective workmanship or materials, the Contractor shall neglect to make or to undertake with due diligence the necessary repairs, District staff will have the authority to engage another contractor to make such repairs at the Contractor's expense.

6.0 Well Owner Complaint Response

If a well owner in the District experiences a water well outage and contacts the District, the District will evaluate if the well is a Potentially Eligible Well and, if so, if it is an AP Well consistent with the procedures in this Well Assistance Program. The District will make good faith efforts to do so in a timely manner. If determined by the District to be necessary, the District will arrange for water for in-home domestic uses to be provided in a 1,000 gallon bulk tank to well owners temporarily until the District completes its evaluation. If the District determines that the well is an AP Well, the District intends to continue to arrange for the temporary water supply until the AP Well can be restored to full operation.

7.0 Well Assistance Program Funding

7.1. Funds Overview

- A. Permittee's obligation under this Agreement to fund the District's Well Assistance Program follows a structure for six (6) Permittee funding stages, collectively subject to Section 7.8:
 - 1. Advance Funding;
 - 2. Administrative Funding;
 - 3. Well Assistance Early Funding;
 - 4. Well Assistance Initial Funding:
 - 5. Well Assistance Second Funding; and
 - 6. Well Assistance Additional Funding

Permittee's funding under this Agreement is independent of and separate from any production and/or export fees that are obligated by the District under Texas law and the District's Rules and Fee Schedule.

- B. The Well Assistance Program and related funding are solely administered by the District.
- C. The District shall use reasonable efforts to minimize costs, including using competitive processes where possible and maintaining reasonable oversight of contractors.
- D. All funding provided by Permittee to the District pursuant to this Agreement, other than production and export fees, shall be deposited into a separate District

bank account to administer the Well Assistance Program (AP Funds Account). The District will use the AP Funds Account solely to pay for annual District expenses to support the Well Assistance Program. District use of funds from the AP Funds Account for the Well Assistance Program shall be based on actual costs thereof. The District shall keep records of all actual costs of administrative and technical support and well mitigation under the Well Assistance Program and shall include the information in the financial reports at the Board of Director's meetings.

7.2. Advance Funding

- A. Advance Funding begins when Permittee's final and effective Pending Production Permits are issued by the District (**Production Permit Issuance Date**).
- B. Advance Funding ends at the beginning of Administrative Funding.
- C. Permittee shall provide to the District \$200,000 of Advance Funding within ninety (90) days of the Production Permit Issuance Date.
 - 1. The District shall provide wiring or other funding instructions to Permittee for the AP Funds Account in writing within thirty (30) days of the Production Permit Issuance Date, which instructions it may change only upon written notice.
 - 2. This initial \$200,000 of Advance Funding provided by Permittee is granted to the District to assist in the expenses related to the first approximately two (2) years of administration of the Well Assistance Program.
 - 3. District use of Advance Funding will be limited to services, supplies, and equipment that are necessary to create the dedicated Well Assistance Program database and collect relevant information about groundwater wells in the District that are believed to be Potentially Eligible Wells and are reasonably appropriate to evaluate as potential AP Wells. Funding may also be used for equipment such as a borehole video camera system, employee and consultant time measuring and recording groundwater well conditions and water levels, and hydrological analysis and modeling.
- D. Starting year three (3) after the Production Permit Issuance Date and continuing every year during Advance Funding, Permittee shall pay to the AP Funds Account \$30,000 of Advance Funding by February 1.
- E. The Advance Funding amounts listed herein are only estimates of the actual costs of the services, supplies, and equipment that the District will use to develop and administer the Well Assistance Program. The Advance Funding amount will be revised based on actual costs, for example of the Well Assistance Program database, technical and administrative support, hydrological analysis, and well evaluation equipment, subject to the following:

- 1. The actual amount of Advance Funding provided by Permittee to the District for the Well Assistance Program shall not exceed \$ 400,000 for the initial five-year permit term, which is the first five (5) years after final and effective Pending Production Permit issuance. If actual costs for a period of Advance Funding are determined to be higher than the amounts provided in Section 7.2(C) and (D) above and can reasonably be addressed in the next scheduled Advance Funding payment, the District shall provide written notice of the adjusted payment and reasonable supporting documentation to Permittee at least sixty (60) days before the payment due date and, if requested by Permittee, meet with the Permittee to discuss the costs. If such actual costs reasonably require an interim payment adjustment, the District shall provide a written request for specified additional funds along with reasonable supporting documentation to the Permittee no more frequently than once per calendar year and meet with Permittee to discuss such cost adjustment at Permittee's request. Such interim cost adjustment payments shall be made by Permittee to the District within sixty (60) days of the written request or the meeting, whichever is later.
- 2. For each five-year permit term thereafter, which is when the Pending Production Permits have been renewed by the District, Advance Funding provided by Permittee to the District for the Well Assistance Program, if any, shall be a yearly payment of \$30,000 (as may be adjusted for actual cost under 7.2(E)(1), above) due by February 1 of each relevant year; provided that, in total over each such five-year term, the Advance Funding shall not exceed \$300,000.
- F. Advance Funding is considered a grant of funds to the District to operate the Well Assistance Program and will not be reimbursed, refunded, or credited back to Permittee.

7.3. Administrative Funding

- A. Administrative Funding begins when:
 - 1. Permittee has been issued final and effective transport permits, as defined in District Rule 1.1(44) (Transport Permits), and
 - 2. The earlier of:
 - a. Permittee gives the District written notice two and one-half (2.5) years ahead of Permittee's first year of pumping in excess of 10,000 acre-feet per year of groundwater from the Simsboro Aquifer that will be exported outside of the District's boundaries (2.5YR Export Trigger), or
 - b.Permittee's total aggregate groundwater production under the Historic Use Permits, Existing Production Permits, and/or Pending Production Permits exceeds 15,000 acre-feet in a calendar year for the first time, regardless of place of use (Actual Pumping Trigger).

- B. Administrative Funding ends when Well Assistance Additional Funding begins as set out in 7.7(A).
- C. Permittee shall give the District written notice two and one-half (2.5) years ahead of Permittee's first year of pumping in excess of 10,000 acre-feet per year of groundwater from the Simsboro Aquifer that will be exported outside of the District's boundaries. Permittee shall not export water out of District boundaries in excess of 10,000 acre-feet/year until the requisite two and one-half (2.5) years have passed since the notice of export is given in writing to the District, unless approved in writing by the District considering the status and progress of the Well Assistance Program.
- D. During Administrative Funding, Permittee will pay to the AP Funds Account \$65,000 every year by February 1.
 - 1. If the transition from Advance Funding to Administrative Funding occurs after February 1 of a calendar year, Permittee shall owe a total for that calendar year that is prorated to the days that calendar year attributable to each funding stage; payment of the portion of the prorated total not yet paid shall be invoiced to the Permittee by the District and paid to the AP Funds Account within sixty (60) days of Permittee's receipt of such invoice.
- E. Fifty percent (50%) of Permittee's Administrative Funding is considered a grant of funds to the District to operate the Well Assistance Program and will not be reimbursed, refunded, or credited back to Permittee.
- F. The remaining fifty percent (50%) of Permittee's Administrative Funding will be accounted for and credited back to Permittee against future export fees owed by Permittee pursuant to the District's adopted Fee Schedule for each export production year.
 - 1. When export fees become due, 50% of the export fees due in any one payment period will be payable to the AP Funds Account and 50% will be accounted for against Permittee's available credits, until such credits are exhausted.
- G. The District shall schedule a meeting(s) with Permittee during Administrative Funding to discuss the Well Assistance Program and the projected costs to mitigate all known AP Wells.
 - The District shall provide Permittee a written list of the known AP Wells to be mitigated and the envisioned adjustments, repairs, and or pump or well replacement work, as developed through the mitigation procedures set forth in this Agreement.
 - 2. The District shall also provide Permittee with a written estimate and reasonable supporting documentation for the associated costs for the known AP Wells to be mitigated, including envisioned adjustments, repairs, and/or pump or well replacement work. The list of mitigation costs given to Permittee shall (a) be adjusted to account for the actual costs paid to the District, if any, to mitigate AP Wells during Well Assistance Early Funding

(defined below) and (b) serve as the notice of the amount of funds to be given by Permittee at the advent of Well Assistance Initial Funding (Initial AP Mitigation Costs).

7.4. Well Assistance Early Funding

- A. Well Assistance Early Funding begins when:
 - 1. Permittee has been issued Transport Permits, and
 - 2. Permittee reaches the Actual Pumping Trigger.
- B. Well Assistance Early Funding ends when the Well Assistance Initial Funding is triggered as set out in Section 7.5(A) below. If the Well Assistance Initial Funding occurs first, the Well Assistance Early Funding is never triggered and is deemed complete.
- C. During Well Assistance Early Funding, the District may request funds on an asneeded basis, and Permittee shall fund such requests, consistent with the below:
 - 1. The District shall base its requests on actual or estimated costs to mitigate AP Wells under the Mitigation Standard, as prioritized by the District based on the District's assessment of Simsboro Aquifer responses to Permittee's actual pumping, not its permitted authorizations.
 - 2. The District shall request as-needed funding no more frequently than once per calendar quarter by written notice to Permittee, with reasonable supporting documentation of actually incurred expenses and/or up to five (5) months of reasonably projected funding for work the District deems likely to be warranted and accomplished in such period (As-Needed Request). A true-up to actual costs shall be provided in the next As-Needed Request, or, if no further As-Needed Request is made, at the start of Well Assistance Initial Funding.
 - Permittee shall remit payment to the AP Funds Account within thirty (30)
 days of Permittee's receipt of the As-Needed Request. Permittee may
 request written clarification or a meeting regarding such costs; adjustments
 to costs, if any, will be addressed in the required true-up.
 - 4. For example, a February 1 As-Needed Request may include actual January expenditures and reasonably projected funding needs through the end of May; the next funding request could be submitted as early as April 1, would include any true-up for known differences between actual versus projected costs since February 1, and could include projected costs through the end of August; the next funding request could be submitted as soon as July 1 with true up since April 1 and projection through the end of November; and the next funding request could be submitted as soon as October 1 with true up since July 1 and projection through the end of February of the next year; and so forth.

- D. Fifty percent (50%) of Permittee's Well Assistance Early Funding is considered a grant of funds to the District to operate the Well Assistance Program and will not be reimbursed, refunded, or credited back to Permittee.
- E. The remaining fifty percent (50%) of Permittee's Well Assistance Early Funding will be accounted for and credited back to Permittee against future export fees owed by Permittee pursuant to the District's adopted Fee Schedule for each export production year.
 - When export fees become due, 50% of the export fees due in any one
 payment period will be payable to the AP Funds Account and 50% will be
 accounted for against Permittee's available credits until such credits are
 exhausted.

7.5. Well Assistance Initial Funding

- A. Well Assistance Initial Funding begins when:
 - 1. Permittee has been issued Transport Permits, and
 - 2. Permittee gives the District written notice two (2) years ahead of Permittee's first year of pumping in excess of 10,000 acre-feet per year of groundwater from the Simsboro Aquifer that will be exported outside of the District's boundaries (2YR Export Trigger).
- B. Well Assistance Initial Funding ends when Well Assistance Second Funding is triggered as set out in Section 7.6(A) below.
- C. Permittee gives the District written notice two (2) years ahead of Permittee's first year of pumping in excess of 10,000 acre-feet per year of groundwater from the Simsboro Aquifer that will be exported outside of the District's boundaries. Permittee shall not export water out of District boundaries in excess of the 10,000 acre-feet/year until the requisite two (2) years have passed since the written notice of export is given to the District, unless approved in writing by the District considering the status and progress of the Well Assistance Program.
- D. Within fifteen (15) days of the beginning of Well Assistance Initial Funding, Permittee shall pay to the AP Funds Account fifty percent (50%) of the Initial AP Mitigation Costs.
- E. Fifty percent (50%) of Permittee's Well Assistance Initial Funding will be a grant to the District to operate the Well Assistance Program and will not be reimbursed, refunded, or credited back to Permittee.
- F. The remaining fifty percent (50%) of Permittee's Well Assistance Initial Funding will be accounted for and credited back to Permittee against future export fees owed by Permittee pursuant to the District's Fee Schedule adopted and in place for each export production year.

- When export fees become due, 50% of the export fees due in any one payment period will be payable to the AP Funds Account and 50% will be accounted for against Permittee's available credits, until such credits are exhausted.
- G. The District shall schedule a meeting(s) with Permittee during Well Assistance Initial Funding to discuss the Well Assistance Program and any changes to the estimated costs to mitigate all known AP Wells.
 - The District shall provide Permittee a written list of the known AP Wells to be mitigated and the envisioned adjustments, repairs, and or pump or well replacement work.
 - 2. The District shall also provide Permittee with a written total of the actual costs to date and a written estimate for the further associated costs for the known AP Wells to be mitigated, including envisioned adjustments, repairs, and/or pump or well replacement work and reasonable supporting documentation. The list of mitigation costs given to Permittee shall serve as the notice of the amount of funds to be given by Permittee at the advent of Well Assistance Second Funding (Revised AP Mitigation Costs).

7.6. Well Assistance Second Funding

- A. Well Assistance Second Funding begins when:
 - 1. Permittee has been issued Transport Permits; and
 - 2. Permittee gives the District written notice one (1) year ahead of Permittee's first year of pumping in excess of 10,000 acre-feet per year of groundwater from the Simsboro Aquifer that will be exported outside of the District's boundaries (1YR Export Trigger).
- B. Well Assistance Second Funding ends when Well Assistance Additional Funding is triggered as set out in Section 7.7(A) below.
- C. Permittee gives the District written notice one (1) year ahead of Permittee's first year of pumping in excess of 10,000 acre-feet per year of groundwater from the Simsboro Aquifer that will be exported outside of the District's boundaries. Permittee shall not export water out of District boundaries in excess of the 10,000 acre-feet/year until the requisite one (1) year has passed since the written notice of export is given to the District, unless approved in writing by the District considering the status and progress of the Well Assistance Program.
- D. Within fifteen (15) days of the initiation of Well Assistance Second Funding, Permittee shall pay to the District the amount that would, in addition to what Permittee paid as Well Assistance Initial Funding, result in Permittee having paid seventy-five percent (75%) of the Revised AP Mitigation Costs.
- E. Fifty percent (50%) of Permittee's Well Assistance Second Funding will be a grant to the District to operate the Well Assistance Program and will not be reimbursed, refunded, or credited back to Permittee.

- F. The remaining fifty percent (50%) of Permittee's Well Assistance Second Funding will be accounted for and credited back to Permittee against future export fees owed by Permittee pursuant to the District's Fee Schedule adopted and in place for each export production year.
 - 1. When export fees become due, 50% of the export fees due in any one payment period will be payable to the AP Funds Account and 50% will be accounted for against Permittee's available credits, until such credits are exhausted.

7.7. Well Assistance Additional Funding

- A. Well Assistance Additional Funding begins one (1) year after the end of the first year that Permittee pumps 10,000 acre-feet per year of groundwater from the Simsboro Aquifer that is exported outside of the District's boundaries.
- B. Well Assistance Additional Funding ends (Funding End Points) at the earliest of:
 - 1. Permittee has used all of its credits against export fees and the District has received \$2,000,000 in export fees above and beyond any export fees not paid due to said credits; or
 - Ten years have passed since the start of Permittee pumping of at least 10,000 acre-feet/year of groundwater from the Simsboro Aquifer for export; or
 - 3. Permittee's remittance of funding to the AP Funds Account has reached the Funding Cap (defined in Section 7.8 below).
- C. During Well Assistance Additional Funding, after the Well Assistance Early Funding, Well Assistance Initial Funding, and Well Assistance Second Funding have been fully utilized by the District for the Well Assistance Program, Permittee shall fund actual mitigation of AP Wells on an as-needed basis.
- D. Well Assistance Additional Funding is designed to be a pass-through framework for actual expenses incurred by District in mitigating AP Wells after prior funding has been utilized.
 - 1. District as-needed funding requests made to the Permittee shall be based on actual costs of mitigating AP Wells, including direct reference to the well driller/pump installer bills. The District shall keep records of all actual costs of AP Well mitigation under the Well Assistance Program.
 - 2. The District may request Well Assistance Additional Funding at the end of each calendar quarter, based on actual invoices, by written notice to Permittee with reasonable supporting documentation. Permittee shall remit payment within thirty (30) days of Permittee's receipt of the Well Assistance Additional Funding request. Permittee may request written clarification or a meeting regarding such costs, and needed adjustments to costs, if any, would be addressed through the subsequent funding request.

- E. Fifty percent (50%) of Permittee's Well Assistance Additional Funding will be a grant to the District to operate the Well Assistance Program and will not be reimbursed, refunded, or credited back to Permittee.
- F. The remaining fifty percent (50%) of Permittee's Well Assistance Additional Funding will be accounted for and credited back to Permittee against future export fees owed by Permittee that are required pursuant to the District's Fee Schedule adopted and in place for each export production year.
 - When export fees become due, 50% of the export fees due in any one payment period will be payable to the AP Funds Account and 50% will be accounted for against Permittee's available credits, until such credits are exhausted.

7.8. Permittee's Funding Conditions

- A. Permittee's aggregate commitment to provide funding to the District's Well Assistance Program, as prescribed herein, is capped at seven million, five-hundred thousand dollars (\$7,500,000) (Funding Cap), inclusive of the six funding stages: the Advance Funding, Administrative Funding, Well Assistance Initial Funding; Well Assistance Second Funding; and Well Assistance Program Additional Funding, but exclusive of production and export fees.
- B. Permittee's commitment under this Agreement is separate and apart from Permittee's legal obligation to pay the District's production and export fees as adopted in the District's fee schedule.
- C. Permittee's funding obligations under this Agreement and any permit condition referencing compliance with this Agreement terminate at the earliest Funding End Point. Permittee's allocation of accrued credits shall continue to be applied against export fees due until fully exhausted.

8.0 Additional Terms of Agreement

- 8.1. The District shall act on Permittee's application(s) within 60 days after the date of the final hearing on the application(s) is concluded.
- 8.2. The District is solely responsible for making AP Well determinations and selecting appropriate action under the Mitigation Procedures, as a matter of community engagement and pursuant to the District's exercise of what it deems appropriate under its legal authorities.
- 8.3. Permittee has neither obligations nor liabilities for any decision, action, or inaction by the District or its contractors or other District representatives or agents in the implementation of the Well Assistance Program. Permittee's sole obligations under this Agreement are set forth in Section 7.0.

- 8.4. This Agreement and the rights and obligations contained herein shall be binding on all Pending Production Permits, future Production Permits, and Production Permit renewals issued by the District to Permittee for the Project and is a special provision thereof. For the avoidance of doubt, this excludes Permittee's Historic Use Permits, despite the inclusion of pumping under the Permittee's Historic Use Permits in the total pumping from the Simsboro Aquifer used to establish the Actual Pumping Trigger for the purpose of funding described in Section 7.0, above.
- 8.5. This Agreement and the rights and obligations contained herein shall be binding on all future amendments to Production Permits issued by the District to Permittee for the Project. For the avoidance of doubt, this excludes Permittee's Historic Use Permits, despite the inclusion of pumping under the Permittee's Historic Use Permits in the total pumping from the Simsboro Aquifer used to establish the Actual Pumping Trigger for the purpose of funding described in Section 7.0, above.
- 8.6. This Agreement and the rights and obligations contained herein shall be binding on all transferees and assigns, whether person or entity, of Permittee's Production Permits for the Project, as approved by the District as an Amendment to Transfer Ownership of a Permit pursuant to District Rules. For the avoidance of doubt, this excludes Permittee's Historic Use Permits, despite the inclusion of pumping under the Permittee's Historic Use Permits in the total pumping from the Simsboro Aquifer used to establish the Actual Pumping Trigger for the purpose of funding described in Section 7.0, above.
- 8.7. Under Section 9 of the District's Rules and the District's duly adopted fee schedule order, as of the effective date of this Agreement, production and export fees are based on actual production and transported amounts, not permitted amounts. The District is authorized to impose fees by its enabling legislation, Special District Local Law Code Chapter 8835. If the District ever takes action to revise such fee implementation and cause production and/or export fees to be due based on authorized or anticipated amount of water to be withdrawn from the wells or exported (Accelerated Fees), this Agreement shall be deemed modified on the effective date of such District action in the following manner:
 - A. Permittee's remaining funding obligations under Section 7.0 immediately terminate;
 - B. All funds that Permittee has already paid to the District under any funding stage set out in Section 7.0 shall be deemed to have generated 100% credits against any Accelerated Fees, and no portion of Permittee's funding shall be deemed a grant to the District. When Accelerated Fees become due, the credits will be applied such that Permittee will owe no Accelerated Fees until all credits are exhausted; and

C. This Agreement and the rights and obligations contained herein shall no longer be binding on any Permittee Production Permits or amendments, renewals, transfers, or assignments thereof; any special provision in any District-issued permit incorporating Permittee's obligations under this Agreement shall be deemed deleted.

Permittee reserves all rights to participate in any rulemaking or public process undertaken by the District and to pursue judicial review of any District action.

- 8.8. Permittee accepts that the structure of the Agreement relies, in part, on anticipating Simsboro Aquifer responses to the Project based on modeling and field-verified conditions of the wells that are documented in the District's Well Assistance Database. The District agrees to promptly share and discuss such modeling and data with Permittee upon request.
- 8.9. This Agreement does not affect the District's ability to amend Permittee's permits to the extent authorized by the District's Rules and as subject to other applicable law. If the District finalizes an amendment pursuant to District Rules in any manner than reduces the ability of Permittee to exercise the full annual withdrawal and maximum rate of production authorized under Production Permits or limits the intended transport of such volumes, the parties acknowledge that the foundation of this Agreement could be materially altered. Accordingly, on the effective date of such District action, this Agreement shall be deemed modified to decrease Permittee's remaining funding obligations under Section 7.0 of this Agreement and to increase the ratio of credits generated to grant funding from prior funding, in each case proportionately to the reduction in annual production or production rate or transport rate, whichever is greater.
- 8.10. Failure of Permittee to comply with any term of this Agreement may result in an amendment and/or revocation to Permittee's permits under District Rules, subject to notice of violation and opportunity to cure, consistent with District Rules.
- 8.11. No well owned/operated or separately mitigated by Permittee or its tenant is eligible for mitigation by the District's Well Assistance Program.
- 8.12. The District and the Permittee shall meet at least every six (6) months, if requested by either party, to discuss and review the Well Assistance Program and the related accounting of funding and credits, as applicable.
- 8.13. If the Project does not develop for any reason, at any time, Permittee can give written notice to the District of termination of this Agreement and have no obligation to continue funding. All funding under this Agreement prior to the time that Permittee gives such notice to the District will be considered a grant of funds to the District to operate the Well Assistance Program and will not be reimbursed to Permittee.

8.14. Notices and Payments. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by: (a) United States certified or registered mail, addressed to the Party to be notified, postage prepaid; (b) depositing it with an overnight delivery service such as Federal Express or United Parcel Service; or (c) delivery in person to such party. Notice given in accordance with this provision shall be effective upon receipt or on the next business day in the case of overnight delivery service. All notices shall be sent and provided to the parties at the addresses listed below. Change of notice address/contact shall be given prior to change. Telephone numbers and email addresses are provided to facilitate confirmation of receipt.

For the District:

Brazos Valley Groundwater Conservation District

Attention: General Manager

112 West 3rd Street Hearne, Texas 77859 Phone: (979) 279-9350

For Permittee:

Goodland Farm Office Attention: David Lynch

4026 FM 1644

Hearne, Texas 77859 Phone: (979) 969-0244

With a copy to:

Paulina Williams Baker Botts, LLP 401 South 1st Street, Suite 1300 Austin, TX 78704-1296 Phone: (512) 322-2543

paulina.williams@bakerbotts.com

- 8.15. No Debt or Additional Liability of the District. This Agreement shall not be interpreted as creating any debt by or on behalf of the District, and all obligations of the District are subject to the availability of funds. To the extent the performance of this Agreement extends beyond the District's fiscal year in which this Agreement is entered into, this Agreement is specifically contingent upon such funds being encumbered for the following fiscal year or the continued funding of the Well Assistance Program for the following fiscal year of the District.
- 8.16. No Admission of Liability by Permittee. Permittee enters this Agreement voluntarily and denies any legal obligation to enter this Agreement. The District and Permittee expressly understand and agree that neither the execution of this Agreement nor Permittee's willingness to fund the District's Well Assistance

Program will constitute or be construed as an admission of any wrongdoing, fault, or liability whatsoever by Permittee. By entering this Agreement, Permittee makes no admission about the actual responses of the Simsboro Aquifer or any other source of water to the Project. Permittee makes no admission about the projected impacts of the Project on any particular well, including but not limited to Potentially Eligible Wells. Permittee does not concede or waive any legal position or authority under Texas law protecting Permittee's private property rights or Permittee's right to produce groundwater from beneath its property.

- 8.17. No Third-Party Beneficiaries. This Agreement is intended only to create rights and obligations between the District and Permittee and is not intended to confer rights on any other person or to constitute such person a third-party beneficiary hereunder.
- 8.18. <u>Invalidity</u>. If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the parties.
- 8.19. Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. This Agreement is a condition of Permittee's Pending Production Permits.
- 8.20. <u>Texas Law</u>. This Agreement has been made under and shall be governed by the laws of the State of Texas.
- 8.21. Place of Performance and Venue. Performance and all matters related thereto shall be in Brazos County or Robertson County, Texas, United States of America, and venue shall lie in a court of competent jurisdiction in Brazos County or Robertson County, Texas.
- 8.22. <u>Authority to Enter Contract</u>. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective entities.
- 8.23. <u>Construction</u>. The District and Permittee acknowledge and agree that both parties have participated in the drafting of this Agreement and neither shall be considered the drafter of this Agreement and, therefore, no presumptions shall

- be made for or against either District or Permittee on the basis that either was the drafter of this Agreement.
- 8.24. <u>Multiple Counterparts.</u> This Agreement may be executed in counterparts or with detachable signature pages and shall constitute one agreement, binding upon both District and Permittee as if both signed the same document.

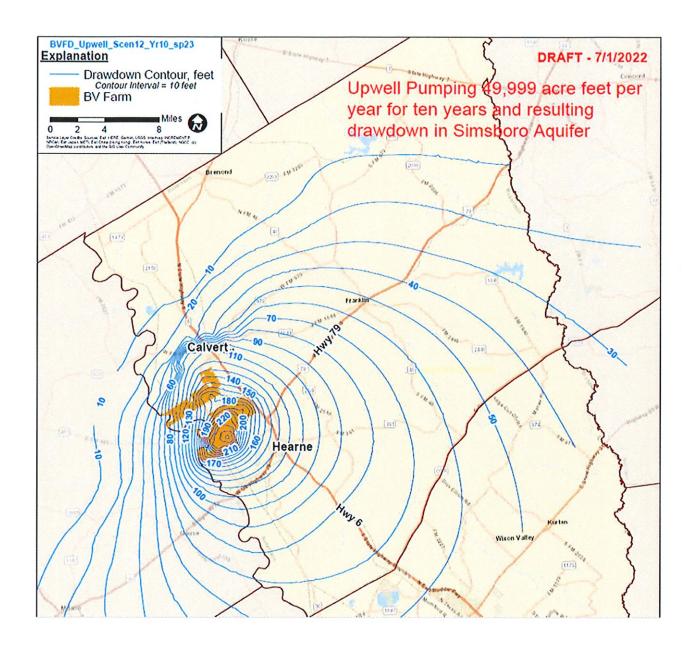


Exhibit B

Exhibit C

		20				2395-2468,		
	,	9				2485-2666,		
						2685-2724,		
						2740-2746,		
						2761-2767,		
						2783-2827,	±	
						2844-2850,		
BVDO-0013	City of College Station	Gary	Mechler	172420	2965	2868-2945	530	20x16" T @ 800
BVDO-0014	Wellborn Special Utility	Stephen	Cast	197364		1820-2020		
	District				2040			16"
BVDO-0053	City of College Station	Gary	Mechler	212279	2749	1976-2749	510	24x16" T @ 1200
						1142-1178,		
BVDO-0054	City of Franklin	Molly	Hedrick	233296	1440	1192-1420		14x8" T @ 1036
BVDO-0055	Sandra Ryan & Bernadette	Sandra	Ryan	215450		675-725, 750-	460	16"
	Sloat	,				775, 805-830	2.	
				ii .	840			
BVDO-0090	Sandra Ryan & Bernadette	Sandra	Ryan	240358		546-646		16"
	Sloat				656			
BVDO-0091	Sandra Ryan & Bernadette	Sandra	Ryan	241704		421-481, 525-		16"
	Sloat				582	565		
BVDO-0092	Maria L. Reistino Estate	Robbie	Garcia	252422		418-438, 448-	400	16"
						488, 497-517		
					530			
BVDO-0108	Skiles, Clifford III	Clifford	Skiles III	311188		1142-1242		16"
BVDO-0118	Liere Dairy	David	Liere	386409	681	461-661	300	12x10" T @ 441

BVDO-0152	City of College Station	Gary	Mechler	481333	2800	2444-2610	420	24x20" T @ 1200
BVDO-0247	Turner, Tom	Tom	Turner	503761	540	440-540	336	6.9"
						2628-2698,		
						2633-2653,		
BVDO-0261	Wickson Creek SUD	Kent	Watson	573014	3057	2815-3005		24x18" T @ 650
BVDO-0284	Wellborn SUD	Stephen	Cast	No Log Found				
BVDO-0285	Wellborn SUD	Stephen	Cast	No Log Found				
BVDO-0288	Michael Jimmy Farm, LLC			592057	495	435-495	280	4.5"
BVDO-0289	Michael Jimmy Farm, LLC	Eric	Tran	592063	495	435-495	280	4.5"
BVGO-0019	Eagle Oil & Gas	George	Mears	106692	340	240-340	220	4"
BVGO-0231	XTO Energy	Sharonda	Spencer	140258	500	400-500		4"
BVGO-0244	XTO Energy	Sharonda	Spencer	267061	520	420-520		4"
BVGO-0685	XTO Energy	Sharonda	Spencer	90872	600	520-600		4"
BVGO-1265	Eagle Oil & Gas	George	Mears	459087	420	360-420		4 "
BVHU-0003	City of Bryan	Jayson	Barfknecht	Archived Log	2950	2670-2940	400	20x14" T @ 593
BVHU-0004	City of Bryan	Jayson	Barfknecht	Archived Log	2950	2514-2904	500	20x13" T @ 600
						2480-2730,		
BVHU-0005	City of Bryan	Jayson	Barfknecht	Archived Log	2880	2742-2860	500	20x14" T @ 460
						2480-2730,		
BVHU-0005	City of Bryan	Jayson	Barfknecht	Archived Log	2880	2742-2860	500	20x14" T @ 460
						2320-2440,		
	THE STATE OF THE S					2452-2516,	***************************************	
BVHU-0006	City of Bryan	Jayson	Barfknecht	Archived Log	2834	2528-2814	500	20x13" T @ 605
BVHU-0007	City of Bryan	Jayson	Barfknecht	Archived Log	2730	2225-2709	500	20x13" T @ 660

						2665-2788,		
BVHU-0010	City of Bryan	Jayson	Barfknecht	Archived Log	2950	2799-2844	500	20x13" T @ 703
BVHU-0011	City Of Hearne	Bill	Duckworth	Archived Log		1260-1326,		
						1366-1398,		
					1433	1404-1418		14x8.5" T @ 1160
BVHU-0012	City Of Hearne	Bill	Duckworth	Archived Log	1430	1255-1420		12x6" T @ 1150
BVHU-0013	City Of Hearne	Bill	Duckworth	Archived Log		1221-1261,		
		**************************************				1276-1316,		
					1441	1326-1426		8x6" T @ 1203
BVHU-0014	City Of Hearne	Bill	Duckworth	Archived Log	1275	1128-1275		10x7" T @ 1110
						1350-1410,		
						1420-1450,		
BVHU-0015	Robertson County WSC	John	Elliott	Archived Log	1515	1460-1490		10x6" T @ 1243
BVHU-0016	Robertson County WSC	John	Elliott	Archived Log		1216-1246,		!
						1260-1270,		
					1410	1280-1390		16x6.5" T @ 1100
BVHU-0025	Sanderson Farms	Stephanie	Shoemaker	Archived Log	3334	2962-3334	310	18x14" T @ 700
						2756-2805,		
						2872-2922,		
						2932-2990,		
						3000-3026,		
BVHU-0027	Wickson Creek SUD	Kent	Watson	Archived Log	3061	3036-3056	400	13x7" T @ 2654
BVHU-0031	Wickson Creek SUD	Kent	Watson	Archived Log	2200	2105-2185		9x4" T @ 1995
BVHU-0038	City of College Station	Gary	Mechler	Archived Log	2973	2530-2960	540	16x13" T @ 700
BVHU-0039	City of College Station	Gary	Mechler	Archived Log	2975	2520-2910	520	16x14" T @ 701

BVHU-0042					2884	2774-2862	460	18"x14" T @700
BVHU-0043	City of College Station	Gary	Mechler	Archived Log	2920	2354-2639	490	20x16" T @ 762
BVHU-0045	Major Oak Power, LLC	Eddy	Young	Archived Log				
:						-		
						614-664, 680-		
						700, 722-776,		
						796-826, 870-		
					999	954, 962-984	290	18x10" T @ 604
					}	3120-3220,		
BVHU-0053	Wellborn SUD	Stephen	Cast	Archived Log	3380	3260-3380		10x6" T @ 2920
BVHU-0058	Wellborn SUD	Stephen	Cast	Archived Log	2740	2270-2740	350	13x8" T @ 2010
BVHU-0435	Circle X Land & Cattle	Chris	Duewall	No Log Found				
						2600-2780,		
BVHU-0454	Texas A&M	Nathan	Jones	Archived Log	2979	2825-2974	335	20x13" T @ 578
						2490-2558,		
						2568-2588,		
						2596-2646,		
						2656-2780,		
						2790-2902,		
						2934-2976,		
BVHU-0455	Texas A&M	Nathan	Jones	Archived Log	3018	2990-3010	310	20x14" T @ 740
						2742-2804,		
						2812-2832,		
			***************************************			2840-2890,		
BVHU-0456	Texas A&M	Nathan	Jones	Archived Log	3060	2920-2990	320	13x9" T @ 2742

						534-578, 616-		
					683	637, 659-679		16x10" T @ ?
BVOP-0011	City of Calvert	Phyllis	Sabo	Archived Log				
BVOP-0012	City of Calvert	Phyllis	Sabo	Archived Log				
						404-562, 587-		
					661	612, 617-658		16x8.5" T @ 404
BVOP-0017	Rampy, Ty	Ту	Rampy			-		
BVOP-0018	Rampy, Ty	Ту	Rampy	Archived Log	475	1		
						1058-1158,		
						1166-1172,		
BVOP-0027	City of Franklin	Molly	Hedrick	Archived Log	1215	1182-1212		10x5.5" T @ 965
BVOP-0028	City of Franklin	Molly	Hedrick	Archived Log				
						1093-1106,		
						1114-1128,		
BVOP-0029	City of Franklin	Molly	Hedrick	Archived Log	1234	1134-1214		10x6" T @ 988
BVOP-0047	Epps, Frank N.	Frank N.	Epps	334748	660	600-660	320	4x2.5" T @ 586
BVOP-0051	Calvert Country Club	Darlene	Shaw	210718	445	400-440	273	4.5"
BVR-0020	Qualls, Walter	Walter	Qualls	209785	335	310-330	200	4x2" T @ 289
BVR-0023	Deason, Jack	Jack	Deason	189408	510	452-500	240	4x 2.5" T @ 452
BVR-0060	Bishop, Doris & Others	Doris	Bishop	Archived Log	1193	1131-1151	180	4x2" T @ 507
BVR-0073	Gaas, Ronnie & Cathy	Ronnie & Cathy	Gaas	Archived Log	380	350-370	200	4x2" T @ 329
BVR-0074	Gaas, Ronnie & Cathy	Ronnie & Cathy	Gaas	Archived Log	400	380-400		4x2" T @ 360
BVR-0075	10786 Vaughn	William	Vaughn	Archived Log				
	Agricultural, LLC				420	400-420		4x2" T @ 230

BVR-0404	Liere Dairy	David	Liere	Archived Log	514	389-489	300	4x2.5" T @ 384
BVR-0405	Liere Dairy	David	Liere	No Log Found				
BVR-0433	Manterola, Jane			No Log Found	400			
BVR-0435	Anderson, William T			No Log Found	400			
BVR-0436	10786 Vaughn	William	Vaughn					
	Agricultural, LLC							
BVR-0531	Ward, True			186091	341	321-341	280	4x2.5" T @ 300
BVR-0546	Elliott, Ken	Ken	Elliott	209928	630	605-625	340	4x2" T @ 563
BVR-0565	Rampy, Ty	Ту	Rampy	209850	351	325-345		4x2.5" T @ 304
BVR-0583	Dang, Andy	Andy	Dang	143057	840	760-820	400	4"
BVR-0584	Dang, Andy	Andy	Dang	143046	820	760-820	400	4 ¹¹
BVR-0585	Dang, Andy	Andy	Dang	162046	845	780-840	500	4"
BVR-0586	Dang, Andy	Andy	Dang	162048	845	780-840	500	4"
BVR-0587	Dang, Andy	Andy	Dang	162050	845	780-840	500	4"
BVR-0612	Cook, Julius & Betty	Julius & Betty	Cook	209875	460	435-455	280	4x2.5" T @ 393
BVR-0630	Mentzel, Hermann	Hermann	Mentzel	187020	413	370-390	300	4x2.5" T @ 360
BVR-0644	Lastor, Lillian	Lillian	Lastor	Archived Log	480	460-480		4x2" T @ 320
BVR-0655	Neff, Tim	Timothy	Neff	355969	1530	1483-1525	546	4x2" T @ 1336
BVR-0722	Stovall, James	James	Stovall	261226	880	780-870	400	4x2.5" T @ 780
BVR-0728	Sun Love LLC			211959	524	452-482	340	4x2.5" T @ 364
BVR-0729	Sun Love LLC	Joseph	Dung	211960	508	408-508	340	4x2.5" T @ 384
BVR-0730	Hoang, Cindy			211962	516	416-516	340	4x2.5" T @ 372
BVR-0731	Vo, David			140257	520	420-450	340	4x2.5" T @ 385
BVR-0732	Vo, David			140250	520	420-450	340	4x2.5" T @ 387
BVR-0733	Hoang, Cindy			140266	502	402-520	340	4x2.5" T @ 388

BVR-0900	Closs, Barry	Barry	Closs	308515	590	564-590		4x2.5" T@ 544
BVR-0939	Knox, James			Archived Log	410	216-410	168	4x2" T @ 216
BVR-0940	Knox, James	James	Knox					
BVR-0941	Knox, James	James	Knox	Archived Log	527	427-507	180	4x2.5" T @ 392
BVR-0985	Sandra Ryan & Bernadette	Sandra	Ryan	337061				
	Sloat				735	705-735	360	4x2" T @ 495
BVR-0991	Epps, Frank N.	Frank N.	Epps	172651	640	620-640	640	4"
BVR-1004	Abercrombie, Della	Della	Abercrombie	336706	455	425-445		4x2" T @ 283
BVR-1005	Rampy, Ty	Ту	Rampy	250465	520	495-515	300	4x2" T @ 453
BVR-1006	Rampy, Ty	Ту	Rampy					
BVR-1011	Rampy, Ty	Ту	Rampy		600			
BVR-1012	Rampy, Ty	Ту	Rampy	Archived Log	390	350-370		4x2" T @ 329
BVR-1097	Ulabarro, Carmen	Carmen	Ulabarro	354688	555	513-553	400	4x2.5" T @ 481
BVR-1098	McInnes, Diane	Diane	McInnes	156313	540	430-530	280	4x2.5" T @ 430
BVR-1116	Williams, Laquita N.	Laquita N.	Williams	Archived Log	520	485-515	315	4"
BVR-1117	Williams, Laquita N.	Laquita N.	Williams	Archived Log	540	505-535	315	4"
BVR-1179	Lutz, John C.	John C.	Lutz	368135	590	550-580		4x2" T @ 508
BVR-1182	Ballard, Robert	Robert	Ballard	370364	560	500-560	300	4x2.5" T @ 474
BVR-1185	Ballard, Rodney & Brenda	Rodney & Brenda	Ballard	370661	700	680-700	380	4x2" T @ 512
BVR-1200	Davis, Bob	Bob	Davis	376906	483	453-473	320	4x2" T @ 390
BVR-1283	Fazzino, Lee Jr.	Lee	Fazzino, Jr	Archived Log	460	450-460		4x2" T @ 160
BVR-1292	Dickerson, Mark	Mark	Dickerson	392406	677	656-676	380	4x2" T @ 593
BVR-1294	Lopez, Herman W.	Herman W.	Lopez	362410	540	420-540	300	4"
BVR-1304	Bland, Andy	Andy	Bland	395316	560	538-558	240	4x2.5" T @ 496
BVR-1321	The Bamm Trust	The Bamm Trust		397365	550	510-540	260	4x2.5" T @ 489

BVR-1640	Andrew, David	David	Andrew	476578	430	407-427	340	4x2.5" T @ 365
BVR-1656	Burgess, Danny & Dorothy	Danny & Dorothy	Burgess	484993	510	480-510	300	4"
BVR-1666	Wiese, Allen	Allen	Wiese	434032	440	400-440	273	4"
BVR-1686	Philipello, Nathan P.	Nathan P.	Philipello	493241	432	409-429	240	4x2" T @ 388
BVR-1699	Calvert Country Club	Darlene	Shaw	Archived Log	420	390-410	200	4x2.5" T @ 348
BVR-1711	Wiese, Allen			32283	380	348-368	200	4x2" T @ 306
BVR-1773	Amos, Jim	Jim	Amos	78693	720	678-699	280	4x2.5" T @ 615
BVR-1811	Blackbridge Farms	William T.	Anderson	501116	380	357-377	220	4x2.5" T @ 315
BVR-1845	Wallace, Zane & Virginia	Zane & Virginia	Wallace	157453				
					1100	1064-1079	280	4x2.5" T @ 728
BVR-1855	Wiese, Allen	Allen	Wiese	250583	380	355-375	200	4x2" T @ 320
	Holmgreen, Pat & Renee							
BVR-1861				251321	420	395-415	200	4x2" T @ 353
BVR-1879	Lopez, Claude & Karen			333533	480	450-467	220	4x2" T @ 345
BVR-1884	Richings, Alfred J.	Alfred J.	Richings	127336	490	465-485	240	4x2.5" T @ 423
BVR-1894	Fleming, Nancy	Nancy	Fleming	505619	515	490-515	260	4x2.5" T @ 480
BVR-2394	Schneider, Dean & Glenda	Dean & Glenda	Schneider	521905	432	410-430	280	4x2" T @ 389
BVR-2551	Butler, Dwight & Barbara	Dwight & Barbara	Butler	525999	410	385-405	260	4x2" T @ 364
BVR-2674	Guild, Joan R.			Archived Log	556	525-535	252	4x2" T @ 315
BVR-2659	Garza, Yvonne	Yvonne	Garza	531117	470	445-465	300	4"
BVR-2756	Denena, Leon Jr.			No Log Found				
BVR-2802	Hajduk, Ken	Ken	Hajduk	Archived Log	520	490-510		4'x2" T @427
BVR-2946	Hayduk, Ken	Ken	Hajduk	543022	495	455-495	315	4.5"
BVR-2975	Guerra, Juan & Elaine	Juan & Elaine	Guerra	Archived Log	654	644-654	126	4x2" T @ 210

BVR-3006	Hill, Betty E.	Betty E.	Hill	Archived Log	594	522-552	180	4x2" T @ 522
BVR-3007	Ward, True			Archived Log	360	330-350	260	4x2" T @ 309
BVR-3009	Seth Babers Estate	Willie	Babers	Archived Log	380	355-365		4x2" T @ 315
BVR-3021	Haddon, Paul & Margaret	Paul & Margaret	Haddon					
BVR-3022	Welch, Glenn & Melissa	Glenn & Melissa	Welch	Archived Log	520	395-495	320	4x2.5" T @ 390
BVR-3023	Huckaby, Kenneth & Janice	Kenneth & Janice	Huckaby	Archived Log	438	419-434	210	4x2" T @ 419
BVR-3024	Speer, Ceylon C. Jr,	Ceylon C. Jr.	Speer	Archived Log	460	400-440	210	4x2" T @ 353
	New Magnolia Baptist			Archived Log				
BVR-3041	Church	John	Ford, Jr.		461	416-456	120	4x2.5" T @ 199
BVR-3042	Sosa, Hilario Jr.	Hilario Jr.	Sosa	Archived Log	450	420-440		4x2.5" T @ 145
BVR-3043	Dixon, Kimona K.	Kimona K.	Dixon	Archived Log	487	466-487	105	4x2" T @ 160
BVR-3044	Howard, Shirley J.	Shirley J.	Howard	Archived Log	660	610-650		4x2.5" T @ 560
BVR-3045	Fazzino, Lee Jr.			Archived Log	404	380-400	200	4x2" T @ 359
BVR-3047	Eliot Family Limited	Ann E.	Hon	Archived Log				
	Partnership				485	400-420	105	4x2" T @ 200
BVR-3048	Calvert Livestock, Inc.	Frank	Shafer	Archived Log	667	587-647		4x2.5" T @ 447
BVR-3049	Mears, Jeffrey L.	Jeffrey L.	Mears	Archived Log	620	569-589	189	4x2" T @ 395
BVR-3051	Wallace, John M.	John M.	Wallace	Archived Log	400	370-390	300	4x2.5" T @ 328
BVR-3052	Barber, Dianna L.	Dianna L.	Barber	Archived Log	448	343-448		4x2" T @ 343
BVR-3053	Sabrsula, Jim	Jim	Sabrsula	Archived Log	500	470-490		4x2.5" T @ 428
BVR-3054	Lopez, Herman W.	Herman W.	Lopez	Archived Log	450	410-450	315	
BVR-3057	Martin, David & Elaine	David & Elaine	Martin	Archived Log	420	390-410	240	4x2.5" T @ 327
BVR-3072	Caterbone, Amy C.	Amy C.	Caterbone	Archived Log	460	430-450	300	4x2" T @ 388
BVR-3073	Favors, Timothy & Deanna	Timothy & Deanna	Favors	Archived Log	466	436-456	200	4x2.5" T @ 421
BVR-3074	Lutz, Mary H.	Mary H.	Lutz	Archived Log	590	555-585	252	4x2" T @ 492

BVR-3086	Lopez, Claude & Karen	Claude & Karen	Lopez	Archived Log	627	577-607	147	4x2" T @ 577
BVR-3087	Love, Steven	Steven	Love	Archived Log	600	560-580	147	4x2" T @ 400
BVR-3092	Barber, Dianna			Archived Log	529	469-484	252	4x2" T @ 448
BVR-3094	Vajdak, Billy & Deborah			Archived Log	472	447-462	168	4x2" T @ 300
BVR-3096	McHugh, Angela F.	Angela F.	McHugh	Archived Log	335	294-315	160	4x2" T @ 294
BVR-3104	Naranjo, Audencio	Audencio	Naranjo	Archived Log	460	450-460		4x2" T @ 216
BVR-3112	Camino, Arnold & Myra	Arnold & Myra	Camino	Archived Log	624	604-624	260	4"
BVR-3115	Dang, Andy	Andy	Dang	Archived Log	680	640-660	340	4x2" T @ 535
BVR-3187	Zeig, Larry J.	Larry J.	Zeig	Archived Log	1270	1229-1249	294	4x2" T @ 540
BVR-3190	Swaner, Ronald &	Ronald & Elizabeth	Swaner	Archived Log	,			
	Elizabeth				1255	1190-1210		4x2" T @ 409
BVR-3209	Cauley, Tommy	Tommy	Cauley	Archived Log	500	440-500		4x2.5" T @ 440
BVR-3210	Robert, Edward & Judith	Edward & Judith	Robert	Archived Log	500	440-500		4x2.5" T @ 440
BVR-3224	Osborn, Robin & Tracy	Robin & Tracy	Osburn	553536	430	380-420	280	4"
BVR-3470	Merchant, Don & Mary	Don & Mary	Merchant	565441	450	400-440	340	4.5"
BVR-3584	Perry, Robert Sr.	Robert Sr.	Perry	Archived Log	510	479-500	260	4x2.5" T @ 425
BVR-3590	Carew, Herbert & Marja	Herbert & Marja	Carew	569527	590	550-590	300	4"
BVR-3600	Yoder, Robert & Rebecca	Robert & Rebecca	Yoder	569826				
					480	459-479	320	4x2.5" T @ 417
BVR-3668	Hamilton, Kurt & Elsa	Kurt & Elsa	Hamilton	571377	585	545-585	300	4"
BVR-3703	Hard, James & Lorrie	James & Lorrie	Hard	572676	501	460-500	280	4"
BVR-3718	TMT Nguyen, LLC	Van Dai	Pham	577677	580	530-580		5"
BVR-3719	TMT Nguyen, LLC	Van Dai	Pham	No Log Found				
BVR-3720	TMT Nguyen, LLC	Van Dai	Pham	No Log Found				
BVR-3721	McGee 1972	Sari	Kronzer	No Log Found				

BVR-4027	Brassell, John & Gretchen	John & Gretchen	Brassell	601317				
					480	440-480	315	4"
BVR-4061	Garcia, Maximiliano	Maximiliano	Garcia	No Log Found				
BVR-4077	City Garage & Equipment C	Allen	Wiese	No Log Found				
BVR-4112	Hall, Billy R.	Billy R.	Hall	No Log Found				
BVR-4137	Aggie Nooks, LLC	Duane A.	Moy	603378	485	444-484	300	4"
BVR-4152	McCormick, Wayne	Wayne	McCormick	Archived Well	1495	1475-1495		4x2" T @ ?
BVR-4157	Waldrep, Crystal L.	Crystal L.	Waldrep	No Log Found				
BVR-4182	Moriarty, Kevin & Cynthia	Kevin & Cynthia	Moriarty	90032	460	432-452	260	4x2" T @ 432
BVR-4184	Payne, Norma Jean	Norma Jean	Payne	Archived Log	400	390-400	168	4x2" T @ 370
BVR-4187	Muse, Angeline	Angeline	Muse					
BVR-4219	Cangemi, Sammy	Sammy	Cangemi	Archived Log	1142			4x2" T @ 1100
BVR-4230	Wiese, Allen			Archived Log	356	326-336		4x2" T @ 316
BVR-4231	Calvert ISD	Thyrun	Hurst	No Log Found				
BVR-4232	Lutz, Joan F.	Joan F.	Lutz	No Log Found				
BVR-4233	Walker, Larry & Diana	Larry & Diana	Walker	Archived Log	728	686-707	168	4x2" T @ 320
BVR-4236	Ottea, Monica	Monica	Ottea	615549	477	437-477	260	4.5x4" T @ 437
BVR-4247	Belinoski, Michael			Archived Log	320	Open Hole		4"
BVR-4248	Belinoski, Michael							
BVR-4250	Soper, Ryan & Channa	Ryan & Channa	Soper	614150	440	390-440	380	4.5"
BVR-4265	Estes, Melanie	Melanie	Estes	613661	585	550-585	300	4"
BVR-4266	Baxter, Greg	Greg	Baxter	613831	585	550-585	300	4"
BVR-4281	Vacek, Charles & Lori	Charles & Lori	Vacek	No Log Found				
BVR-4288	Amburgey, Loretta	Loretta	Amburgey	No Log Found			352	4x2" T @ 378
BVR-4375	Tanner, Lori	Lori	Tanner					

BVR-4289	U.S. Bank Trust National Association			No Log Found		
BVR-4290	Riley, Wade & Pauline	Wade & Pauline	Riley	No Log Found		
BVR-4291	Smith, Russell P.	Russell P.	Smith	No Log Found		
BVR-4292	Spaulding, William & Karen	William & Karen	Spaulding	No Log Found		
BVR-4293	Smith, Cecil & Lucille	Cecil & Lucille	Smith	No Log Found		
BVR-4294	AAJK Parivar, LLC	Pinal	Patel	No Log Found		
BVR-4295	Blue, Leonard & Linda	Leonard & Linda	Blue	No Log Found		
BVR-4296	Sheffield, Charlie L.	Charlie L.	Sheffield	No Log Found		
BVR-4297	Adams-Hall, Blanche M.	Blanche M.	Adams-Hall	No Log Found		
BVR-4298	Curry, Nathan L. etal	Nathan L etal	Curry	No Log Found		
BVR-4299	Hopkins, Jason & Rachel	Jason & Rachel	Hopkins	No Log Found		
BVR-4300	Barker, David & Carla	David & Carla	Barker	No Log Found		
BVR-4301	Gomez, Marty & Donna	Marty & Donna	Gomez	No Log Found		98
BVR-4302	Poppel, James F.	James F.	Poppell	No Log Found		0
BVR-4303	Bingle Road Properties	Ken	Hajduk	No Log Found		
BVR-4304	Gaas, Ronnie & Cathy	Ronnie & Cathy	Gaas	No Log Found		
BVR-4305	Jessup, Russell W	Russell W	Jessup	No Log Found		
BVR-4306	Barker, David & Carla	David & Carla	Barker	No Log Found		
BVR-4307	Williams, Ruby C. Pride	Ruby C. Pride	Williams	No Log Found		
BVR-4308	Hereford, Kevin	Kevin	Hereford	No Log Found		
BVR-4316	Yack Giddings Estate	Yack	Giddings	No Log Found		
BVR-4317	Gonzalez, Jose M.	Jose M.	Gonzalez	No Log Found		
BVR-4318	Phipps, Danny & Janice	Danny & Janice	Phipps	No Log Found		
BVR-4319	Wiese, Allen	Allen	Wiese	No Log Found		
BVR-4320	Smith, Russell P.	Russell P.	Smith	No Log Found		