

TEXAS A&M UNIVERSITY SYSTEM, §
Plaintiff §

and BRAZOS COUNTY, CITY OF §
BRYAN, AND CITY OF COLLEGE §
STATION, §
Intervenor-Plaintiffs §

v. §

BRAZOS VALLEY GROUNDWATER §
CONSERVATION DISTRICT AND ITS §
GENERAL MANAGER ALAN DAY, §
Defendants §

and UW BRAZOS VALLEY FARM LLC, §
CULA D’BRAZOS LLC, RH2O, LLC, §
L. WIESE MOORE, LLC, CLIFFORD A. §
SKILES III, JAMES C. BRIEN, §
ELY FAMILY PARTNERSHIP, L.P., §
AND FAZZINO INVESTMENTS, LP, §

Intervenors.

IN THE DISTRICT COURT OF
BRAZOS COUNTY, TEXAS
472nd JUDICIAL DISTRICT

FULL AND FINAL SETTLEMENT AND RELEASE AGREEMENT

This Full and Final Settlement and Release Agreement (“Settlement Agreement”), dated as of the “Effective Date” (defined below) is made and entered into by:

1. the Texas A&M University System (“TAMUS”);
2. the City of Bryan (“Bryan”), the City of College Station (“College Station”), and Brazos County (collectively with Bryan and College Station, the “Brazos County Entities”);
3. UW Brazos Valley Farm LLC (“UWBVF”), Cula d’Brazos LLC, RH2O, LLC, L. Wiese Moore, LLC, Clifford A. Skiles III, James C. Brien, Ely Family Partnership, L.P., and Fazzino Investments, LP (collectively with UWBVF, the “Landowners”); and
4. the Brazos Valley Groundwater Conservation District (“BVGCD” or the “District”), and Alan Day, General Manager (“GM”) of the District.

TAMUS, the Brazos County Entities, the Landowners, the District, and the GM are collectively referred to herein as the “Parties,” and each individually a “Party,” each such Party including their respective successor(s), assignee(s), transferee(s), heir(s), and/or representative(s).

RECITALS

WHEREAS, TAMUS filed the above-captioned lawsuit against BVGCD and the GM (the “Lawsuit”);

WHEREAS, in the Lawsuit, TAMUS seeks mandamus and injunctive relief claiming that certain Landowner groundwater operating permits/applications and a transport permit/application were not properly issued by the BVGCD to Landowners and should be sent to the State Office of Administrative Hearings (“SOAH”) for contested case hearings, all as more fully set forth in the Parties’ pleadings, and said pleadings are incorporated herein by reference for explanation of the claims asserted;

WHEREAS, UWBFV is developing a groundwater export project (the terms export and transport are used interchangeably herein to refer to the transfer of groundwater out of the District) in collaboration with the other seven Landowners to produce and export Simsboro groundwater (the “Project”) and in a manner consistent with terms of this Settlement Agreement;

WHEREAS, the Landowners intervened in the Lawsuit to defend the District’s prior issuance of the above-referenced permits/applications;

WHEREAS, the Brazos County Entities intervened in the Lawsuit to support TAMUS’s position;

WHEREAS, prior to the Lawsuit in June 2024, TAMUS and the Brazos County Entities filed contested case hearing requests on Landowners’ seven other transport applications for the Project, which remain pending at SOAH (the “SOAH Proceeding”);

WHEREAS, the Parties mediated their disputes with the Hon. Jeff Rose serving as the mediator and executed a Proposed Term Sheet on June 3, 2025, subject to the review and final approval by the board, council, or other duly authorized body for each of the Parties; and

WHEREAS, the Parties wish to compromise and settle the Lawsuit and the SOAH Proceeding, including any and all claims asserted therein, and all other matters at issue in the Lawsuit and SOAH Proceeding.

NOW THEREFORE, in consideration of the foregoing Recitals, which all Parties agree are accurate and complete, the agreements, promises, and warranties set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Landowners Withdraw Protests

A. Pending TAMUS Application. The Landowners shall withdraw their contested case hearing requests on the application for TAMUS operating permit BVDO-0421 within two (2) business days of the date all signatures are executed on this Settlement Agreement (“Effective Date”).

B. Cities’ Permits. UWBFV shall withdraw its December 11, 2024, contested case hearing requests challenging Bryan’s and College Station’s permits issued on September 12, 2023, within two (2) business days of the Effective Date.

2. Consolidated Transport Permits – 50,000 Acre-feet Per Year (“AFY”) Cap and Permit Term

A. Project Collective Export Volume Limitation. The Landowners agree that Transport Permits (each a “Project Transport Permit”) BVTP-C001, BVTP-C002, BVTP-C003, BVTP-C004, BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008 (the consolidated “Project Transport Permits,” coded as BVTP-“C”) will be subject to a collective export volume limit of 50,000 AFY.

B. Transport Permit Term and Implementing Conditions. The Parties agree that each of the Project Transport Permits shall contain the following provisions:

“This transport permit is granted for a term that ends at the end of the day that is the 30-year anniversary of permit issuance plus the lesser of four years or the period of time for the Project associated with the Project Transport Permits to achieve Financial Close. Permittee shall provide the District notice of the Financial Close on such Project not later than seven (7) business days after Financial Close. This transport permit shall be renewed in accordance with Rule 8.5(d)(1) and Texas Water Code §§ 36.122 and 36.1145 or, if changed, the applicable renewal provisions in effect at the time. “Financial Close” is the date upon which all financial arrangements are finalized, and the necessary funding is fully committed and available to be drawn, in order for the Project to complete construction.”

“**(d) Collective Export Volume Limitation.** The maximum collective export volume under permits BVTP-C001, BVTP-C002, BVTP-C003, BVTP-C004, BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008 (together, the consolidated “Project Transport Permits”) shall not exceed 50,000 acre-feet in any one year. If UWBFV withdraws as a permittee from this transport permit, or if UWBFV elects not to exercise its option to acquire the exclusive right to develop, produce, transport, and sell to third parties groundwater from the Simsboro Aquifer from the wells associated with this transport permit, or if this transport permit is otherwise in any way no longer associated with the Project, notice shall be provided to the District within thirty (30) calendar days of such withdrawal, election, or

disassociation with the Project, and this individual transport permit shall be deemed void. None of the Operating Permits associated with this individual transport permit, as listed in the table above, shall be used, in whole or in part, in a transport project other than the Project. In the case of (i) such UWBFV withdrawal or election or (ii) such unauthorized use of such Operating Permits in another transport project, this individual transport permit shall be deemed void. For the avoidance of doubt, such voiding of this individual transport permit would not affect the validity of the remaining Project Transport Permits.”

C. Project Transport Permit Fees.

i. The District and Landowners agree to the export fees to be charged on the Project Transport Permits attached as Exhibit A (the “UW Negotiated Export Fee Schedule”) as a fee negotiated between the District and Landowners, as allowed under Texas Water Code § 36.122(e)(1) and Texas Special Districts Local Law Code § 8835.151(c)(1). The District shall provide timely notice of a public hearing under the Texas Water Code for the UW Negotiated Export Fee Schedule to approve the UW Negotiated Export Fee Schedule at the next noticed BVGCD public meeting following the Effective Date. As provided in the UW Negotiated Export Fee Schedule, the export fees shall begin to be paid on the date that UWBFV first signs a Water Supply Agreement to export water out of the District (“Fee Commencement Date”), under any of the Project Transport Permits. The Landowners agree that after the date that is the ten (10) year anniversary of Fee Commencement Date, for water exported out of the District under any of the Project Transport Permits, the Tier 2 export fee due and payable to the District shall be the District’s duly adopted rate and fee for export, consistent with applicable law in effect at the time. The District agrees that Tier 1 Export Fees shall only be paid for the first four years following the Fee Commencement Date, as provided in the UW Negotiated Export Fee Schedule.

D. Project Association. If UWBFV withdraws as a permittee on any of BVTP-C002 to BVTP-C008 and/or withdraws BVTP-C001 from the Project, or if UWBFV elects not to exercise its option to acquire the exclusive right to develop, produce, transport, and sell to third parties groundwater from the Simsboro Aquifer from the wells associated with any of BVTP-C002 to BVTP-C008, or if one or more of the Project Transport Permits is otherwise in any way no longer associated with the Project, the following terms apply:

i. UWBFV shall notify the District in writing within thirty (30) calendar days of such withdrawal, election, or disassociation.

ii. The Project Operating Permits associated with (i.e. listed in) such Project Transport Permit(s) shall (a) retain their post-settlement issuance date and duration of permit under Rule 8.5(b), (b) otherwise be deemed removed from the Settlement Agreement in all respects (including voiding permit terms associated with the Drilling Schedule), (c) be ministerially revised by the Board, if or as needed, and (d) be subject to the District’s rules applicable to operating permits that are not subject to special terms and conditions provided for in the Settlement Agreement (e.g., the BVGCD rules current as of the Effective Date, provide for three (3) years to

complete a well from the date of permit issuance, plus an optional two (2) additional years to complete the well if paying specified fees).

iii. If UWBFV withdraws as a permittee on any of BVTP-C002 to BVTP-C008 and/or withdraws BVTP-C001 from the Project, UWBFV must do so not later than January 1, 2027.

E. Transport Permit Steps.

i. TAMUS shall, within two (2) business days of the Effective Date, withdraw its contested case hearing request on challenged permit/application BVTP-001.

ii. The GM shall issue BVTP-C001 in the form attached hereto as Exhibit B, within two (2) business days of the Effective Date, under his authority under Rule 8.3(j), which the District delegated pursuant to Texas Water Code § 36.114(b) and (c).

iii. TAMUS and the Brazos County Entities shall withdraw their contested case hearing requests on applications for BVTP-C002, BVTP-C003, BVTP-C004, BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008 (the “Transport Applications”) within two (2) business days of the Effective Date. The Parties shall file an Agreed Motion for Remand in SOAH Docket No. 900-25-04017 substantially in the form attached hereto as Exhibit C within two (2) business days of the Effective Date.

iv. The District shall approve the Transport Applications at the next noticed BVGCD public meeting following the issuance of SOAH’s remand order in Docket No. 900-25-04017.

v. Immediately following the District’s approval of the Transport Applications, the GM shall issue permits BVTP-C002, BVTP-C003, BVTP-C004, BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008 substantially in the form attached hereto as Exhibit D.

3. Agreed Ramp

A. Ramp and Disincentive. The Parties agree to the following contractual ramp schedule (the “UW Ramp”) for groundwater exported under the Project Transport Permits:

- Prior to January 1, 2034, other than in compliance with the Disincentive Provisions (defined below), Landowners shall not export from the District more than 23,000 AFY under the Project Transport Permits;
- Between January 1, 2034, and January 1, 2039, other than in compliance with the Disincentive Provisions (defined below), Landowners shall not export from the District more than 39,000 AFY under the Project Transport Permits.

If Landowners export a volume under the Project that exceeds the UW Ramp in a single calendar year, UWBVF agrees to pay three (3) times the then-applicable export fees negotiated by this Settlement Agreement (up to a rate of no greater than \$0.206/1000 gallons, increased by 3% per annum beginning in 2026) on the volume in excess of the applicable volume limit for such period (the “Ramp Constraint Funds”) separate and apart from export fees in the UW Negotiated Export Fee Schedule that are otherwise due and payable to the District. UWBVF agrees to pay any Ramp Constraint Funds into an account authorized for use by the District for its well assistance program (the “Account”). UWBVF will coordinate with the District to calculate any Ramp Constraint Funds owed at the end of each calendar year, commencing with the end of the first calendar year following the first date water is exported under the Project Transport Permits, and will deposit any Ramp Constraint Funds due into the Account by February 1 following the year during which the UW Ramp was exceeded. UWBVF agrees that UWBVF shall not construct a pipeline to transport water outside of the District before it executes a Water Supply Agreement to export water out of the District. Together these obligations are referred to as the “Disincentive Provisions.”

B. Notice and Planning. UWBVF shall provide notice if expected production and transport is anticipated to exceed the UW Ramp for any calendar year at least twelve (12) months before the beginning of that calendar year. Once UWBVF executes a Water Supply Agreement, UWBVF shall coordinate a planning meeting between the Parties and invite the Project’s customer(s) to participate in such meeting.

4. Operating Permits

A. Drilling Schedule. The Parties agree that each Project Operating Permit (as defined below) will include the following provision:

“This Permit will expire if the permitted well has not been completed pursuant to the schedule attached as Attachment 1 (the “Drilling Schedule”) except as provided in Special Provisions/Notes section (b). The Drilling Schedule may be revised by the Permittee at any time, from time to time, following at least sixty (60) calendar days’ advance notice to the District, provided, however, the operating permit for any permitted well shall expire if it is uncompleted at the end of the date that is the 15-year anniversary of the date of permit issuance hereunder. This Permit shall otherwise remain in effect and be renewed in accordance with Rule 8.5(d)(1) and Texas Water Code § 36.1145 or, if changed, the applicable renewal provisions in effect at the time.”

Special Provisions/Notes section (b)

“This Operating Permit is associated with transport permit BVTP-C00#, on which UW Brazos Valley Farm LLC (with its successor, assigns, or transferees, “UWBVF”) is a permittee. In accordance with the Comprehensive Settlement, if UWBVF withdraws as a permittee on such transport permit, or if UWBVF elects not to exercise its option to acquire the exclusive right to develop, produce, transport, and sell to third parties groundwater from the Simsboro Aquifer from the wells associated with

such transport permit, or if such transport permit is otherwise in any way no longer associated with the Project, the expiration term provided above in the section “Operating Permit Term” clause (a) shall not apply and instead, this Operating Permit shall automatically expire three years from its issuance, as dated below, if the permitted well has not been completed, unless Permittee opts to retain this permit for the five-year permit term by paying fees for the well in accordance with Rule 8.5.”

B. Agreed Aggregation. The District and the GM agree that the Landowners’ wells are aggregated as set forth in Exhibit E for purposes of the District’s curtailment rules (Rule 7.2, and any amendment or future version thereof) (“Agreed Aggregation”), and the Brazos County Entities and TAMUS may aggregate their respective wells for purposes of the District’s curtailment rules (Rule 7.2, and any amendment or future version thereof). Notwithstanding any common ownership of the wells or permits now or in the future, the District and GM agree that, for the purposes of curtailment, they shall not impose aggregation different from the Agreed Aggregation, other than as requested by, or if proposed by the District or GM, approved by, each applicable Party as to its respective wells.

The Parties agree that each Project Operating Permit shall include the following provision:

“Aggregation for curtailment purposes shall be as specified in the Comprehensive Settlement, which is shown on Attachment 2 to this permit.”

C. Project Operating Permit Fees. Once there is an executed Water Supply Agreement, UWBVF shall pay the municipal/PWS production rate, as opposed to the agricultural rate, for Operating Permit Fees on the completed wells authorized by the Project Operating Permits.

D. Project Operating Permit Steps.

- i. TAMUS shall, within two (2) business days of the Effective Date, withdraw its contested case hearing request on challenged permits/applications BVDO-0254, BVDO-0255, BVDO-0256, BVDO-0292, BVDO-0293, BVDO-0294, BVDO-0295, BVDO-0296, BVDO-0297, BVDO-0298, BVDO-0299, BVDO-0300, BVDO-0301, BVDO-0302, BVDO-0303, BVDO-0304, BVDO-0315, BVDO-0316, BVDO-0317, BVDO-0108, BVDO-0377, BVDO-0378, BVDO-0379, BVDO-0380, BVDO-0381, BVDO-0382, BVDO-0383, BVDO-0384, BVDO-0385, BVDO-0386, BVDO-0387, BVDO-0388, BVDO-0389, BVDO-0394, BVDO-0395, BVDO-0396, BVDO-0397, BVDO-0398, BVDO-0399, BVDO-0401, BVDO-0402, BVDO-0408, BVDO-0409, BVDO-0410, BVDO-0411, BVDO-0412, BVDO-0413, and BVDO-0414 (each a “Project Operating Permit,” and collectively, the “Project Operating Permits”).
- ii. The GM shall issue the Project Operating Permits within two (2) business days of the Effective Date, under his authority under Rule 8.3(j), which the District delegated pursuant to Texas Water Code § 36.114(b) and (c), substantially in the

form attached hereto as Exhibit F, with each such permit reflecting the Drilling Schedule and the Agreed Aggregation.

5. Desired Future Condition (“DFC”)

The Parties agree not to object to a Desired Future Condition (“DFC”) for the Simsboro formation within Groundwater Management Area 12 (“GMA 12”) of at least 329 feet average district-wide drawdown within the District from 2000 through 2070 (the “Locally Preferred DFC”). The GM agrees to advance and advocate for the Locally Preferred DFC in every joint planning meeting of GMA 12 after the Effective Date through May 2026 with the goal of having the Locally Preferred DFC as the proposed DFC in the May 1, 2026 proposal date.

6. Favored Nations

If, in the future, the District grants a transport permit (“Additional Transport Permit”) that contains terms and provisions relating to the duration of the transport permit term that differ in any material respect from the terms and provisions contained in the Project Transport Permits, the District shall within seven (7) business days of issuing such Additional Transport Permit, provide to UWBVF a copy of such Additional Transport Permit. If UWBVF considers such terms of the Additional Transport Permit relating to duration of the transport permit term to be more favorable than those in the Project Transport Permits, UWBVF may elect to have the District amend, and the District shall amend, the Project Transport Permits (and any related term or provision in the corresponding Project Operating Permits) to be consistent with such terms in the Additional Transport Permit. When providing notice of the Additional Transport Permit’s public hearing prior to adoption, the notice shall specify that terms more favorable than those in BVTP-C001 to BVTP-C008 are also noticed as being available, if finalized and by their election, to such permittee(s) through an amendment. Should UWBVF make such election, the District agrees that the BVGCD Board shall issue such amendment within sixty (60) calendar days of receipt of the request by UWBVF for such an amendment to the Project Transport Permits (and any related term or provision in the corresponding Project Operating Permits), which shall be a ministerial action because it does not change the authorized withdrawal or permitted use.

If, in the future, the District proposes an export fee structure with a permittee (“Subsequent Export Fee Structure”) that differs in any material respect from the UW Negotiated Export Fee Schedule, the District shall within seven (7) business days of proposing such Subsequent Export Fee Structure, provide to UWBVF a copy of such Subsequent Export Fee Structure. If UWBVF considers the Subsequent Export Fee Structure to be more favorable than the UW Negotiated Export Fee Schedule, UWBVF may elect to amend the UW Negotiated Export Fee Schedule to be consistent with the Subsequent Export Fee Structure, if finalized, and the notice of public hearing for any such Subsequent Export Fee Structure should reflect such potential election so the amended UW Negotiated Export Fee Schedule may be finalized simultaneously of the Subsequent Export Fee Structure.

7. Fazzino Lawsuit

Other than as compelled or required by law or court order, UWBVF and its principals, including David Lynch, will not participate, through expert testimony or otherwise, in *Fazzino*

Investments, LP v. Brazos Valley Groundwater Conservation District, No. 6:25-cv-00001-ADA-DTG, which is currently pending in the United States District Court for the Western District of Texas, effective as of the date that is the later of (i) the date all Project Operating Permits and Project Transport Permits are issued by the GM as provided herein, (ii) the date the UW Negotiated Export Fee Schedule is adopted, and (iii) the entry of the Agreed Judgment by the district court presiding over *Texas A&M University System, et al. v. Brazos Valley Groundwater Conservation District, et al.*, Cause No. 24-002626-CV-472.

8. Memorandum of Understanding Between TAMUS, Bryan, College Station, and the District

The District, TAMUS, Bryan, and College Station have entered into a Memorandum of Understanding of even date with this Settlement Agreement that addresses the District's use of export and other fees to assist with the mitigation of impacts on the groundwater wells of TAMUS, Bryan, College Station, and retail public utilities (as defined by Texas Water Code § 13.002) within the District that are eligible for well assistance funding under the District's Well Assistance Program based on the predicted response of the Simsboro Aquifer to pumping associated with the Project. A copy of the Memorandum of Understanding is attached hereto as Exhibit G and is incorporated herein by reference for all purposes as between the parties thereto.

9. Landowners' Release of Claims against District and GM

In consideration of the promises, representations, and warranties made in this Settlement Agreement and effective the later of (i) the date all Project Operating Permits and Project Transport Permits are issued by the GM as provided herein, (ii) the date the UW Negotiated Export Fee Schedule is adopted, and (iii) the date of entry of the Agreed Judgment by the court, the Landowners agree to **RELEASE, ACQUIT, AND DISCHARGE** the District and the GM from any and all claims, demands, actions, debts, and damages, based on federal or state law, which Landowners have that are attributable to, in any way arise out of, or are related to the District's and Board Members' actions and inactions between January 1, 2023 and the Effective Date, which Landowners allege to have discriminated against, imposed unreasonable burdens on, or otherwise interfered with the Project Transport Permits and Project Operating Permits. UWBVF shall not file a lawsuit challenging the District's general export fee schedule for so long as export fees negotiated consistent with this Settlement Agreement are in effect.

10. TAMUS's and Brazos County Entities' Release of Claims against Landowners, the District, and the GM and the District's and GM's Release of Claims against TAMUS

To the extent authorized by the Texas Constitution and the laws of the State of Texas, and in consideration of the promises, representations, and warranties made in this Settlement Agreement, TAMUS and the Brazos County Entities agree to **RELEASE, ACQUIT, AND DISCHARGE** Landowners, the District, and the GM, from any and all claims, demands, actions, challenges, debts, and damages, related to the Project Transport Permits and the Project Operating Permits, accrued as of the Effective Date, including the issuance thereof and all terms and conditions contained therein, except as to enforce any noncompliance with any term or condition of those permits. To the extent authorized by the Texas Constitution and the laws of the State of Texas, and in consideration of the promises, representations, and warranties made in this

Settlement Agreement, the District and its General Manager agree to **RELEASE, ACQUIT, AND DISCHARGE** TAMUS, from any and all claims, demands, actions, challenges, debts, and damages, related to the Lawsuit.

11. Landowners' Release of Claims against TAMUS and the Brazos County Entities

In consideration of the promises, representations, and warranties made in this Settlement Agreement and effective the later of (i) the date all Project Operating Permits and Project Transport Permits are issued by the GM as provided herein, (ii) the date the UW Negotiated Export Fee Schedule is adopted, and (iii) the date of entry of the Agreed Judgment by the court, the Landowners agree to **RELEASE, ACQUIT, AND DISCHARGE** TAMUS and the Brazos County Entities from any and all claims, demands, actions, debts, and damages, based on federal or state law, which Landowners have that are attributable to, in any way arise out of, or are related to TAMUS and the Brazos County Entities' actions and inactions between January 1, 2024 and the Effective Date, related to Landowners' Project Transport Permits and Project Operating Permits.

12. District's and GM's Actions regarding District's Rules

The District and the GM agree that any future action on, any future rulemaking authority affecting, or any future interpretation or enforcement of a District Rule affecting the Project Transport Permits and the Project Operating Permits will be conducted in strict accordance with applicable law. It is also understood and agreed by the Parties that the District's rules apply to all of the Project Transport Permits and associated Project Operating Permits addressed in this Settlement Agreement, unless otherwise specifically addressed in this Settlement Agreement. The District also agrees that no fees are due or outstanding related to BVTP-001, BVTP-C001, or the remaining Project Transport Permits between December 2024 and the start of payment obligations under the UW Negotiated Export Fee Schedule.

13. Failure of Certain Terms

If withdrawals of the permit protests by all Parties as provided herein, all Project Operating Permit issuances and Transport Permit issuances, and the adoption of the UW Negotiated Export Fee Schedule, are not implemented as agreed, by not later than August 8, 2025, absent a written concurrence from UWBVF that a specific delay is acceptable, or absent a prompt resetting of an additional mediation with Hon. Jeff Rose (or if he is unavailable, a mutually agreed mediator of comparable experience, approval not to be unreasonably withheld) ("Agreed Mediator"), this Settlement Agreement's substantive terms shall be deemed a nullity and the surviving obligations shall be that the Parties agree to promptly take all reasonable and necessary steps to restore the status quo that existed immediately prior to June 3, 2025, including reinstatement of all hearing requests notwithstanding their withdrawal, referrals to SOAH, where it was previously requested, including prompt resetting of the SOAH hearing on BVTP-002 to BVTP-008 relying on the District preliminary hearing Order No. 1 of the BVGCD Board on October 10, 2024, resetting of all depositions, motion hearings, and the mandamus hearing in Brazos County District Court, for every single action that was withdrawn or delayed by the Settlement Agreement.

14. Motion to Dismiss and Proposed Final Judgment

The Parties shall file an Agreed Motion to Dismiss and Proposed Final Judgment (the “Agreed Judgment”) to enforce the terms of the Parties’ settlement, substantially in the form attached hereto as Exhibit H, in the matter of *Texas A&M University System, et al. v. Brazos Valley Groundwater Conservation District, et al.*, Cause No. 24-002626-CV-472, in the 472nd Judicial District of Brazos County, Texas within two (2) business days of the date that is the later of the date that the last of all Project Operating Permits and Project Transport Permits are issued and the date the UW Negotiated Export Fee Schedule is adopted by the Board following proper notice and hearing procedures.

15. Parties’ Representations

Each Party expressly warrants and represents that: (A) such Party has all requisite power and authority to execute and deliver this Settlement Agreement, including any required approval by any boards of directors, board of regents, and/or elected governing bodies, to bind the Party or Parties for whom it acts, and to take the actions contemplated by this Settlement Agreement; (B) the Settlement Agreement constitutes a legal, valid, and binding obligation of the Parties; and the execution, delivery, and performance of the Settlement Agreement by it will not result in any violation of its certificate of incorporation, operating agreement, partnership agreement, or other governing document, by-laws or any agreement, order judgment, decree, statute, rule, or regulation applicable to it; and (C) such Party has entered this Settlement Agreement without duress, in good faith, and for sufficient consideration.

16. Costs and Expenses

Each Party hereto shall bear its own costs and expenses, including attorneys’ fees and court costs, paid or incurred in or related to the Lawsuit, the SOAH Proceeding, or this Settlement Agreement.

17. Reasonable and Necessary Steps

Each of the Parties will take all steps and execute all instruments reasonable or necessary to fulfill the terms of this Settlement Agreement, including but not limited to the drafting and execution of any additional documents reasonably requested or necessary to implement the terms and spirit of this Settlement Agreement, issuing proper notice as required under this Settlement Agreement, and taking all council or board actions necessary to fulfill the terms of this Settlement Agreement.

18. Neutral Construction

The Parties agree that all Parties participated in the negotiation and drafting of the terms of this Settlement Agreement and that, in the event of any dispute concerning this Settlement Agreement, the doctrine of construing an instrument against the Party who drafted it shall not apply.

19. Severability

If any term or provision of this Settlement Agreement is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable in a final, unappealable judgment, such term or provision shall be severed from this Settlement Agreement and the remainder of this Settlement Agreement shall remain in effect and shall be construed to conform as closely as possible to the originally expressed intent of this Settlement Agreement, unless any of the Parties, acting in good faith, sends a notice to the other Parties within sixty (60) calendar days of such final, unappealable judgment that the such Party has concluded that the remainder of the Settlement Agreement does not sufficiently reflect the Parties' original intent and mutual agreement, in which case, then the Parties shall promptly return to mediation with the Agreed Mediator to negotiate a reasonable alternative that most closely effectuates the originally expressed intent of this Settlement Agreement and shall amend the Settlement Agreement accordingly. If mediation does not result in a resolution, the Parties, without waiving any legal remedies, agree to work cooperatively to mitigate against adverse consequences of such judgment pending final resolution.

20. Choice of Law and Venue

This Settlement Agreement, including the validity, interpretation, and enforcement, shall be governed by and construed in accordance with the laws of the State of Texas, exclusive of its conflicts of laws provisions. Venue for any disputes between the Parties relating in any way to this Settlement Agreement shall lie exclusively in state District Court in Brazos or Robertson County, Texas, and each Party submits to the jurisdiction of that court relating to this Settlement Agreement or any breach thereof.

21. Modification / Amendments

This Settlement Agreement may not be modified or amended except as approved by the governing bodies of the Parties to this Settlement Agreement as evidenced in a written agreement duly executed by the Parties or their duly authorized representatives. No oral modifications shall be deemed effective to alter the terms or conditions set forth in this Settlement Agreement.

22. Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Parties with regard to the matters set forth herein. This Settlement Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successor(s), heir(s), representative(s), assign(s), or transferee(s). Each Party agrees to expressly assign, in writing, its contractual obligations and commitments under this Settlement Agreement if it merges into another entity, is acquired, or in any way conveys or transfers its interests provided for or in any way implicated by this Settlement Agreement. A Party involved in any such assignment, conveyance, and/or transfer must provide written notice to the other Parties not later than thirty (30) calendar days after the contemplated assignment, conveyance and/or transfer.

23. Paragraph Headings

The paragraph headings in this Settlement Agreement are provided for convenience of reference, and are not intended to limit, restrict, or modify the rights and obligations of the Parties

as set forth in the paragraphs of this Settlement Agreement. In the event of any conflict between a heading and the text of this Settlement Agreement, the text of this Settlement Agreement will control.

24. Counterparts

This Settlement Agreement may be executed in any number of counterparts and by different signatories hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument, for the same effect as if all signatories hereto had signed the same signature page. Any signature page of this Settlement Agreement may be detached from any counterpart of this Settlement Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Settlement Agreement identical in form hereto but having attached to it one or more additional signature pages. This Settlement Agreement may be executed by facsimile signature or electronic signature (including in “pdf” format) which shall have the same force and effect as an original signature, and each Party to this Settlement Agreement agrees that it will be bound by its own facsimile or electronic signature and that it accepts the facsimile or electronic signatures of each other Party.

25. Notice

Each Party agrees to provide any notice required by this Settlement Agreement by certified mail, return receipt requested or hand delivery with receipt, along with a courtesy email, to any other Party entitled to notice to the following addresses:

Brazos County:

Attn.: Brazos County Judge
200 S. Texas Ave., Ste. 332
Bryan, Texas 77802
CountyJudge@brazoscountytexas.gov

BVGCD and its General Manager:

Attn.: General Manager
112 West 3rd Street
Hearne, Texas 77859
aday@brazosvalleygcd.org

Bryan:

Attn: Kean Register, City Manager
P.O. Box 1000
Bryan, Texas 77805-1000
executiveservices@bryantx.gov

College Station:

Attn: Bryan Woods, City Manager
City Manager’s Office
P.O. Box 9960
College Station, Texas 77842
bwoods@cstx.gov

cc: City Attorney

P.O. Box 1000
Bryan, Texas 77805-1000
cityattorney@bryantx.gov

cc: City Attorney

City Attorney’s Office
P.O. Box 9960
College Station, Texas 77842
afalco@cstx.gov

TAMUS:

Attn.: System Land Management Office
The Texas A&M University System
200 Technology Way, Suite 2079
College Station, Texas 77845
energy@tamus.edu

With copy to: Office of General Counsel
Attn: Managing Counsel, Property
& Construction
The Texas A&M University System
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
property@tamus.edu

UWBVF:

Attn.: David L. Lynch
7670 Woodway Drive, Suite 200
Houston, Texas 77063-1501
david@corecapital.com

With email copies to:
legal@upwell.co and geoff@upwell.co

A Party may modify its contact information by written notice.

* * *

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Settlement Agreement on behalf of his or her respective Party.


WITNESS MY HAND to this instrument on this the 17th day of July 2025.

THE TEXAS A&M UNIVERSITY SYSTEM



GLENN HEGAR
Chancellor

APPROVED AS TO FORM:



JOSEPH A. BROWN
Assistant General Counsel (Oil & Gas)
Office of General Counsel
The Texas A&M University System

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Memorandum of Understanding on behalf of his or her respective Party.

WITNESS MY HAND to this instrument on this the 2nd day of July 2025.

The City of Bryan:

Kean Register
Kean Register, City Manager

Approved as to Form:

Thomas A. Leeper
Thomas A. Leeper, City Attorney

Attest:

Melissa Brunner
Melissa Brunner, City Secretary



IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Memorandum of Understanding on behalf of his or her respective Party.

WITNESS MY HAND to this instrument on this the 26th day of June 2025.

CITY OF COLLEGE STATION

By: *John P. Mickle*
Mayor
Date: 6/26/2025

ATTEST:
Janyia Smith
City Secretary
Date: 6/27/2025


APPROVED:
Bryan C. Woods
City Manager
Date: 6/27/2025

Adm C. Fala
City Attorney
Date: 6/26/2025

JM (Custo)
Assistant City Manager/CFO
Date: 6/26/2025

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Settlement Agreement on behalf of his or her respective Party.

WITNESS MY HAND to this instrument on this the 1ST day of July 2025.



Brazos County

By: BENTLEY NETTLES

Title: COMMISSIONER

ATTEST

By: 

Name: KAREN McQUEEN

Title: COUNTY CLERK

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Settlement Agreement on behalf of his or her respective Party.

WITNESS MY HAND to this instrument on this the 25 day of June 2025.

UW Brazos Valley Farm LLC

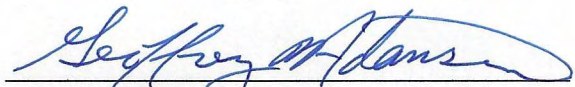


By: Geoff Adamson
Title: Authorized Signatory

WITNESS MY HAND to this instrument on this the 25 day of June 2025.

**Cula d'Brazos LLC
RH2O, LLC
L. Wiese Moore, LLC
Clifford A. Skiles III
James C. Brien
Ely Family Partnership, L.P.
Fazzino Investments, LP**

By: UW Brazos Valley Farm LLC, as delegatee of settlement authority on behalf of each of the above-listed Landowners



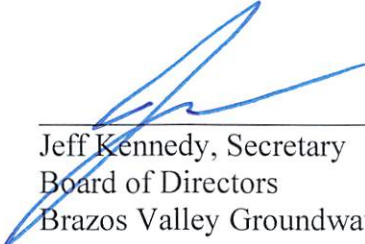
By: Geoff Adamson
Title: Authorized Signatory

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Settlement Agreement on behalf of his or her respective Party.

WITNESS MY HAND to this instrument on this the 27th day of June 2025.

By: 

Jayson Barfknecht, President
Board of Directors
Brazos Valley Groundwater Conservation District

By: 

Jeff Kennedy, Secretary
Board of Directors
Brazos Valley Groundwater Conservation District

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Settlement Agreement on behalf of his or her respective Party.

WITNESS MY HAND to this instrument on this the 27th day of June 2025.



Alan Day, General Manager
Brazos Valley Groundwater Conservation District

**A RESOLUTION OF THE
BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT
ADOPTING EXPORT FEES**

No. ##-##-##.#

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 Texas Water Code § 36.0015;

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 within the District’s boundaries under Texas Water Code § 36.101;

WHEREAS, pursuant to the District’s Enabling Act, Chapter 8835 of the Texas Special District Local Laws Code, Texas Water Code § 36.122, and District Rule 9.1, the District may impose an export fee on applicable wells, within the legal limits, including a fee negotiated between the District and the exporter;

WHEREAS, the current Schedule of Fees sets forth a two-tier export fee structure with a Tier 1 fee that applies to water authorized for transport but not transported and a Tier 2 fee that applies to water produced, metered, and transported;

WHEREAS, in lieu of the District’s export fee provided for in the District’s Schedule of Fees, the District has negotiated an export fee to apply to Transport Permits BVTP-C001, BVTP-C002, BVTP-C003, BVTP-C004, BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008 (“Project Transport Permits”) that (i) aligns with the District’s objectives, (ii) reflects the negotiations achieving a comprehensive settlement in connection with these permits and their related operating permits, (iii) is material consideration for Permittees’ release of claims against the District in the settlement agreement, and (iv) is set forth in the attached “Negotiated Export Fee Schedule”; and

WHEREAS, the District held a public hearing on the Negotiated Export Fee Schedule.

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

The District adopts the attached Negotiated Export Fee Schedule to be applied to the Project Transport Permits.

PASSED AND APPROVED this the __ day of July 2025.

BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT

Jayson Barfknecht, President Date

Jeff Kennedy, Secretary Date

NEGOTIATED EXPORT FEE SCHEDULE
for
BVTP-C001, BVTP-C002, BVTP-C003, BVTP-C004,
BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008

Negotiated Tier 1 Rate and Fee:

Authorized Export

Beginning on the date that UW Brazos Valley Farm LLC, or any successor(s), heir(s), representative(s), assign(s), or transferee(s) thereto (collectively, “UWBVF”), first signs a Water Supply Agreement (“WSA”) to export water out of the District (“Fee Commencement Date”), under any of Transport Permits BVTP-C001, BVTP-C002, BVTP-C003, BVTP-C004, BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008 (“Project Transport Permits”), UWBVF shall pay the Negotiated Tier 1 Fee for each of the first four years following the Fee Commencement Date. The Negotiated Tier 1 Fee due and payable to the District shall be calculated applying the rate of \$0.17/1,000 gallons for water authorized for export under the Project Transport Permits, minus the applicable water production fee rate adopted for FY 2025 (\$0.01465/1,000 gallons permitted), subject to an annual increase of three percent (3%) each calendar year. The Negotiated Tier 1 Fee shall be calculated based on 50,000 AFY, which is the collective annual export volume limitation under the Project Transport Permits, during each of the first four years following the Fee Commencement Date. Full payment of the Negotiated Tier 1 Fee on 50,000 AFY by UWBVF is a mandatory obligation under the Settlement Agreement, effective [____ XX, 2025], during each of the first four years following the Fee Commencement Date, regardless of whether UWBVF begins exporting water out of the District. If water is exported during the first four years following the Fee Commencement Date, UWBVF shall pay both the Negotiated Tier 1 Fee and the 10-Year Negotiated Tier 2 Fee (defined below) on water exported outside the District. Tier 1 Export Fees shall only be paid for the first four years following the Fee Commencement Date.

10-Year Negotiated Tier 2 Rate and Fee:

Metered Export

Beginning on the Fee Commencement Date and continuing through the end of the day that is the ten-year anniversary of the Fee Commencement Date, for water exported out of the District under any of the Project Transport Permits, the export fee due and payable to the District shall be \$0.206/1,000 gallons exported (the “10-Year Negotiated Tier 2 Fee”). To be clear, the 10-Year Negotiated Tier 2 Fee becomes payable and due once water is actually exported out of the District. The District’s Board may increase the 10-Year Negotiated Tier 2 Fee rate by a maximum of three percent (3%) each calendar year after a public hearing.

Remainder of Export Permit Term Tier 2 Rate and Fee:

Metered Export

Beginning the day after the ten-year anniversary of the Fee Commencement Date, the export fee due and payable to the District under any of the Project Transport Permits shall be the District’s duly adopted rate and fee for water exported from the District, consistent with applicable law in effect at the time (the “Remainder of Export Permit Term Tier 2 Fee”).

Special Provision:

- (a) The payment of the Negotiated Tier 1 Fee shall be made for the full first annual amount due and be remitted to the District within 60 (sixty) calendar days of execution of the Water Supply Agreement. Thereafter, for each of years 2-4, payments of the Negotiated Tier 1 Fee shall be made in accordance with the District's rules on payment timing.

Permit No. BVTP-C001

**Transport Permit
Issued by Direction of the Board of Directors of the
Brazos Valley Groundwater Conservation District**

This **Transport Permit** is granted to **UW Brazos Valley Farm, LLC** (Permittee) authorizing the Permittee to transport groundwater out of the Brazos Valley Groundwater Conservation District (“District”) in an amount **not to exceed 49,999 acre-feet/year** for **Agricultural, Industrial, Commercial, Municipal, and Public Water Supply** uses in the receiving area outside of the District in Milam, Williamson, Bell, and/or Travis counties.

Operating Permits associated with Transport Permit:

This transport of water out of the District is only authorized for water produced from wells associated with the following District-issued Operating Permits:

Permit #		Latitude	Longitude	Aquifer	GPM	ac-ft
BVDO-0254	CS 1	N 30.886626°	W 96.658433°	Simsboro	3,000	4,839
BVDO-0255	CS 2	N 30.903856°	W 96.662094°	Simsboro	3,300	5,322
BVDO-0256	CS 3	N 30.919628°	W 96.642153°	Simsboro	3,300	5,322
BVDO-0292	Well B	N 30.932321°	W 96.691592°	Simsboro	3,150	4,068
BVDO-0293	Well C	N 30.916287°	W 96.721219°	Simsboro	1,550	2,001
BVDO-0294	Well G	N 30.871826°	W 96.689291°	Simsboro	2,150	2,776
BVDO-0295	PS 1	N 30.937420°	W 96.676560°	Simsboro	2,450	3,164
BVDO-0296	PS 2	N 30.889026°	W 96.684725°	Simsboro	1,500	1,937
BVDO-0297	PS 3	N 30.893501°	W 96.663845°	Simsboro	2,400	3,099
BVDO-0298	PS 4	N 30.917196°	W 96.631244°	Simsboro	2,250	2,905
BVDO-0299	PS 5	N 30.882803°	W 96.673047°	Simsboro	1,500	1,937
BVDO-0300	PS 6	N 30.880632°	N 30.880632°	Simsboro	1,700	2,195
BVDO-0301	PS 8	N 30.872396°	W 96.675639°	Simsboro	1,750	2,260
BVDO-0302	PS 9	N 30.913084°	W 96.653847°	Simsboro	2,850	3,680
BVDO-0303	PS 10	N 30.954950°	W 96.680068°	Simsboro	1,500	1,937
BVDO-0304	PS 11	N 30.901250°	W 96.651604°	Simsboro	1,980	2,557

Conveyance System:

Network of wells and pipelines feeding a central collection system (tanks and impoundments) from which the water will be conveyed through pipeline infrastructure to the end users.

Transport Permit Term:

- (a) This transport permit is granted for a term that ends at the end of the day that is the 30-year anniversary of permit issuance plus the lesser of four years or the period of time for the Project associated with the Project Transport Permits (defined below) to achieve Financial Close (defined below). Permittee shall provide the District notice of the Financial Close on

such Project not later than seven (7) business days after Financial Close. This transport permit shall be renewed in accordance with Rule 8.5(d)(1) and Texas Water Code §§ 36.122 and 36.1145 or, if changed, the applicable renewal provisions in effect at the time. “Financial Close” is the date upon which all financial arrangements are finalized, and the necessary funding is fully committed and available to be drawn, in order for the Project to complete construction.

- (b) The District may amend or revoke an operating permit at any time, in accordance with District rules and the Settlement Agreement, dated effective [DATE] (“Comprehensive Settlement”), if there is evidence of:
 - (1) the owner or operator of the well or well system has operated in violation of their permit, District Rules, or Chapter 36 of the Texas Water Code; or
 - (2) a change in the permit is required to prevent waste and achieve water conservation, minimize as far as practicable the drawdown of the water table or reduction of artesian pressure, lessen interference between wells, or control and prevent subsidence.
- (c) The District may periodically review the amount of water that may be transferred under an operating permit to transport water out of the District, in accordance with properly adopted District rules, and may limit the amount if additional factors considered, related to the factors in District Rule 10.4(b):
 - (1) the availability of water in the District and in the proposed receiving area during the period for which the water supply is requested;
 - (2) the projected effect of the proposed transfer on aquifer conditions, depletion, subsidence, or effects on existing permit holders or other groundwater users within the District; and
 - (3) the approved Region G Water Plan and certified District Management Plan.

Special Provisions/Notes:

- (a) **Aggregation:**
 - (1) The production from the following operating permits may be aggregated: BVDO-0254, BVDO-0255, BVDO-0256, BVDO-0292, BVDO-0293, BVDO-0294, BVDO-0295, BVDO-0296, BVDO-0297, BVDO-0298, BVDO-0299, BVDO-0300, BVDO-0301, BVDO-0302, BVDO-0303, and BVDO-0304 (Well Field), so that the combined permitted amount from the wells may be pumped from any well, or split between the wells, as circumstances may require as allowed by District Rule. Aggregation for curtailment purposes shall be as specified in the Comprehensive Settlement. Total maximum annual aggregate production for the wells under all permits is 49,999 acre-foot/year. This is a multi-use permit for Agricultural, Industrial, Commercial, Municipal, and Public Water Supply uses. Purpose of use will be metered and reported separately.

- (2) Permittee's maximum aggregate export under BVTP-C001 shall not exceed 49,999 acre-feet in any year.
- (3) Permittee shall reduce permitted amount of Historic Use Operating Permit BVHU-1058 as exported volume increases, keeping the aggregate of all Simsboro Operating permit production not to exceed 59,999 acre-feet/year.

(b) **Reporting:**

- (1) Permittee shall timely report to the District all groundwater production for all of its operating permits, including Historic Use Permits, issued by the District by the 10th day of every month, by a form prescribed by the District.
- (2) Permittee shall annually calibrate the requisite flow meter for all of its permitted wells, including those authorized by Historic Use Permits, in the Simsboro Aquifer. Documentation of the calibration/verification for each flow meter shall be submitted to the District by February 1st of each year. The first calibration must be completed and submitted to the District by April 1, 2023.
 - i. **Flow Meter Testing:** Each flow meter shall have an accuracy of plus or minus 3% and be tested for accuracy as installed in place. Permittee shall submit a certificate of the test results. The certificate shall be in a form acceptable to the District. Meters shall be tested by a third party qualified to measure meter accuracy and approved by the District General Manager. Each meter shall be tested for accuracy on an annual basis. All testing equipment must be calibrated annually by an independent testing laboratory or company capable of accuracy verification.
 - ii. **Flow Meter Installation:** The water flow meter must be installed for wells associated with the following operating permits: BVDO-0254, BVDO-0255, BVDO-0256, BVDO-0292, BVDO-0293, BVDO-0294, BVDO-0295, BVDO-0296, BVDO-0297, BVDO-0298, BVDO-0299, BVDO-0300, BVDO-0301, BVDO-0302, BVDO-0303, and BVDO-0304, according to the manufacturer's published specifications in effect at the time of meter installation. A copy of the specifications shall be provided to the District. If no specifications are published, there must be a minimum length of five pipe diameters of straight pipe upstream of the water meter and two pipe diameters of straight pipe downstream of the water meter. The pipe upstream and downstream of the meter must be the same diameter as the housing for the meter. These lengths of straight pipe must contain no check valves, tees, gate valves, back flow preventers, blow-off valves or any other fixture than those flanges or welds necessary to connect the straight pipe to the meter. The Permittee may use a different methodology for the installation of flow meter(s) used solely for agricultural uses, if approved by the District, and such approval may not to be unreasonably withheld.
 - iii. **Meter of Exported Water:** The District may require a master or totalizing meter that measures all groundwater exported on the pipeline from Permittee's Project site.

(c) Monitor Wells:

- (1) Permittee shall install and maintain up to two (2) monitor wells on its permitted site in a location or locations agreed upon with the District and with construction and equipment approved by the District, such agreement and approval not to be unreasonably withheld.

(d) Collective Export Volume Limitation

- (1) The maximum collective export volume under permits BVTP-C001, BVTP-C002, BVTP-C003, BVTP-C004, BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008 (together, the consolidated "Project Transport Permits") shall not exceed 50,000 acre-feet in any one year. If UWBVF withdraws as a permittee from this transport permit, or if UWBVF elects not to exercise its option to acquire the exclusive right to develop, produce, transport, and sell to third parties groundwater from the Simsboro Aquifer from the wells associated with this transport permit, or if this transport permit is otherwise in any way no longer associated with the Project, notice shall be provided to the District within 30 (thirty) calendar days of such withdrawal, election, or disassociation with the Project, and this individual transport permit shall be deemed void. None of the Operating Permits associated with this individual transport permit, as listed in the table above, shall be used, in whole or in part, in a transport project other than the Project. In the case of (i) such UWBVF withdrawal or election or (ii) such unauthorized use of such Operating Permits in another transport project, this individual transport permit shall be deemed void. For the avoidance of doubt, such voiding of this individual transport permit would not affect the validity of the remaining Project Transport Permits.

(e) Groundwater Conveyance and User Agreement(s):

- (1) Permittee shall submit all agreements regarding the conveyance system to transport groundwater under this Permit, and amendments thereto, within 30 calendar days of execution of the agreement(s), which may be redacted regarding information protected under the Texas Public Information Act for public entities and confidential business information for private entities. The District may request a meeting to discuss the submitted information. Permittee shall provide updated technical descriptions of the facilities to be used for transportation of water and time schedules for any construction and completion thereof.
- (2) Permittee shall submit all agreements regarding the sale of or use of groundwater under this Permit, and amendments thereto, within 30 calendar days of execution of the agreement(s), which may be redacted regarding information protected under the Texas Public Information Act for public entities and confidential business information for private entities. The District may request a meeting to discuss the submitted information.

(f) Water Conservation and Drought Contingency Plans

- (1) The Permittee's water conservation plan and, if any subsequent user of the water is a municipality or entity providing retail water services, the water conservation plan of that municipality or entity shall also be provided to the District along with a copy of the contract between the applicant and any subsequent user of the water, under Section (e)(2) above, indicating that the applicant and that municipality or entity will comply with the District's Conservation Plan.

(g) Periodic Review:

- (1) The District may periodically review the amount of water that may be transferred under an operating permit to transport water out of the District and may limit the amount if warranted by aquifer conditions, pursuant to District Rules and state law, and consistent with the Comprehensive Settlement.

This Permit is granted subject to these Rules, orders of the Board, and the laws of the State of Texas. In addition to any special provisions or other requirements incorporated into the permit issued by the District.

- (1) This Permit is granted in accordance with provisions of the Rules of the District, including amendments, and the Comprehensive Settlement, and, as applicable, acceptance of this Permit constitutes an acknowledgment and agreement that Permittee will comply with the Rules of the District and the Comprehensive Settlement.
- (2) This Permit confers only the right to operate the permitted well(s) under the provisions of the District Rules and the Comprehensive Settlement and its terms may be modified or amended pursuant to the provisions of those Rules and the Comprehensive Settlement. To protect the permit holder from the illegal use of a new landowner, within ten (10) calendar days after the date of sale of property containing a well having been issued an operating permit, the operating permit holder must notify the District in writing of the name of the new owner. Any person who becomes the owner of a currently permitted well must, within forty-five (45) calendar days from the date of the change in ownership, file an application for a permit amendment to affect a transfer of the permit.
- (3) The operation of the well(s) for the authorized purposes must be conducted in a non-wasteful manner.
- (4) All groundwater production from non-exempt wells in the District is required to be metered, except for the groundwater produced from wells in the Brazos River Alluvium aquifer. The District maintains the discretion to require meters on wells in the Brazos River Alluvium aquifer. Permittee shall maintain records of withdrawal on the property where the well is located or at its business office, and shall make those records available to the District for inspection. The Permittee shall submit complete, accurate, and timely metered pumpage and transport reports to the District annually, as requested by the District, no later than February first (1st) of each year.

- (5) The well site(s) must be accessible to District representatives for inspection, and Permittee agrees to cooperate fully in any reasonable inspection of the well(s) and well site(s) by the District representatives.
- (6) The application pursuant to which this Permit has been issued is incorporated in this Permit, and this Permit is granted on the basis of and contingent upon the accuracy of the information supplied in that application. A finding that false information has been supplied is grounds for immediate revocation of the permit.
- (7) Violation of this Permit’s terms, conditions, requirements, or special provisions, including pumping amounts in excess of authorized withdrawal, is punishable by civil penalties as provided by the District Rule 15.3, as well as revocation of the permit.
- (8) Permittee will use reasonable diligence to protect groundwater quality and will follow well-plugging guidelines at the time of well closure.
- (9) Permittee shall timely pay all applicable fees under Section 9 of the District Rules, including all applicable production and/or export fees adopted in the District’s Schedule of Fees; with respect to export fees, to the extent consistent with the fees negotiated between the District and transporter as set forth in the Comprehensive Settlement.

The issuance of this Permit does not grant to Permittee the right to use any private property, or any public property, for the production or conveyance of water. Neither does this permit authorize the invasion of any personal rights nor the violation of any federal, state, or local laws, rules or regulations. Further, the District makes no representations and shall have no responsibility with respect to the availability or quality of water authorized to be produced under this permit.

This permit is issued and effective as of _____, 2025.

Brazos Valley Groundwater Conservation District

By: _____
Alan M. Day, General Manager

 Date

SOAH DOCKET NO. 900-25-04017

TRANSPORT PERMIT APPLICATIONS	§	BEFORE THE STATE OFFICE
BY UW BRAZOS VALLEY FARM LLC	§	
AS CO-APPLICANT WITH THE	§	
FOLLOWING: RH2O, LLC (BVTP-002),	§	
CLIFFORD A. SKILES III (BVTP-003),	§	OF
JAMES C. BRIEN (BVTP-004), L. WIESE	§	
MOORE, LLC (BVTP-005), FAZZINO	§	
INVESTMENTS, LP (BVTP-006), ELY	§	
FAMILY PARTNERSHIP L.P. (BVTP-	§	
007), CULA D’BRAZOS LLC (BVTP-008)	§	ADMINISTRATIVE HEARINGS

AGREED MOTION FOR REMAND

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE SMITH:

On [Date], pursuant to a settlement agreement between the Applicants, Protestants Texas A&M University System, the City of Bryan, the City of College Station, and Brazos County (collectively, “Protestants”), and the Brazos Valley Groundwater Conservation District and its General Manager, Alan Day (“BVGCD” or the “District”), Protestants each withdrew their contested case hearing requests on the seven pending transport applications referred to SOAH in the above-referenced matter. (Exhibit A – Protestant withdrawals of requests for contested case hearing). Protestants and Applicants now jointly move that the Administrative Law Judge remand this matter to the District to process as uncontested under Rule 14.3(a).

Respectfully submitted on _____, 2025:

By: _____
Paulina Williams
State Bar No. 24066295
Katie Jeffress
State Bar No. 24126527
Baker Botts L.L.P.
401 South 1st Street, Suite 1300
Austin, Texas 78704-1296
(512) 322-2500
(512) 322-2501 (fax)
paulina.williams@bakerbotts.com
katie.jeffress@bakerbotts.com
COUNSEL FOR APPLICANTS

CERTIFICATE OF CONFERENCE

I hereby certify that I have conferred with all other parties—which are listed below—about this motion, and all are agreed.

**Additional Counsel for Ely Family
Partnership L.P. and Fazzino Investments,
LP**

Edmond R. McCarthy, Jr.
McCarthy & McCarthy, L.L.P.
1122 Colorado Street, Suite 2399
Austin, Texas 78701
(512) 904-2310
Email: ed@ermlawfirm.com

**For Brazos Valley Groundwater
Conservation District and its General
Manager**

Michael A. Gershon
Jacobs C.S. Steen
Lloyd, Gosselink, Rochelle & Townsend
816 Congress Ave., Suite 1900
Austin, Texas 78701
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Paulina Williams

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Agreed Motion for Remand has been e-filed and served on the following counsel/persons by electronic mail on this ____th day of ____ 2025.

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For Brazos Valley Groundwater Conservation District and its General Manager

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SOAH DOCKET NO. 900-25-04017

TRANSPORT PERMIT APPLICATIONS	§	BEFORE THE STATE OFFICE
BY UW BRAZOS VALLEY FARM LLC	§	
AS CO-APPLICANT WITH THE	§	
FOLLOWING: RH2O, LLC (BVTP-002),	§	
CLIFFORD A. SKILES III (BVTP-003),	§	OF
JAMES C. BRIEN (BVTP-004), L. WIESE	§	
MOORE, LLC (BVTP-005), FAZZINO	§	
INVESTMENTS, LP (BVTP-006), ELY	§	
FAMILY PARTNERSHIP L.P. (BVTP-	§	
007), CULA D’BRAZOS LLC (BVTP-008)	§	ADMINISTRATIVE HEARINGS

[PROPOSED] ORDER REMANDING CASE

On [Date], the parties in the above-referenced matter filed an Agreed Motion to Remand notifying the Administrative Law Judge that all contested case hearing requests on the seven pending groundwater transport applications have been withdrawn. Having considered the motion, exhibits, and entire record in this case:

IT IS ORDERED that this matter is **DISMISSED** from the SOAH docket and the seven applications are **REMANDED** to the Brazos Valley Groundwater Conservation District to process as uncontested under Rule 14.3(a).

Signed _____, 2025

Presiding Administrative Law Judge

Permit No. BVTP-C0XX

**Transport Permit
 Issued By Direction of the Board of Directors of the
 Brazos Valley Groundwater Conservation District**

This **Transport Permit** is granted to [*Individual Landowner*] and **UW Brazos Valley Farm LLC** (Permittee) authorizing the Permittee to transport groundwater out of the Brazos Valley Groundwater Conservation District (“District”) in an amount **not to exceed [X,XXX] acre-feet/year for Agricultural, Industrial, Commercial, Municipal, and Public Water Supply** uses in the receiving area outside of the District in Milam, Williamson, Bell, and/or Travis counties.

Operating Permits associated with Transport Permit:

The transport of water out of the District is only authorized for water produced from wells associated with the following District-issued Operating Permits:

Permit #	Well	Latitude	Longitude	Aquifer	GPM	ac-ft

Conveyance System:

Network of wells and pipelines feeding a central collection system (tanks and impoundments) from which the water will be conveyed through pipeline infrastructure to the end users.

Transport Permit Term:

- (a) This transport permit is granted for a term that ends at the end of the day that is the 30-year anniversary of permit issuance plus the lesser of four years or the period of time for the Project associated with the Project Transport Permits (defined below) to achieve Financial Close (defined below). Permittee shall provide the District notice of the Financial Close on such Project not later than seven (7) business days after Financial Close. This transport permit shall be renewed in accordance with Rule 8.5(d)(1) and Texas Water Code §§ 36.122 and 36.1145 or, if changed, the applicable renewal provisions in effect at the time. “Financial Close” is the date upon which all financial arrangements are finalized, and the necessary funding is fully committed and available to be drawn, in order for the Project to complete construction.

- (b) The District may amend or revoke an operating permit at any time, in accordance with District rules and the Settlement Agreement, dated effective [DATE] (“Comprehensive Settlement”), if there is evidence of:
 - 1. the owner or operator of the well or well system has operated in violation of their permit, District Rules, or Chapter 36 of the Texas Water Code; or
 - 2. a change in the permit is required to prevent waste and achieve water conservation, minimize as far as practicable the drawdown of the water table or reduction of artesian pressure, lessen interference between wells, or control and prevent subsidence.
- (c) The District may periodically review the amount of water that may be transferred under an operating permit to transport water out of the District, in accordance with properly adopted District rules, state law, and the Comprehensive Settlement, and may limit the amount if additional factors considered, related to the factors in District Rule 10.4(b):
 - 1. the availability of water in the District and in the proposed receiving area during the period for which the water supply is requested;
 - 2. the projected effect of the proposed transfer on aquifer conditions, depletion, subsidence, or effects on existing permit holders or other groundwater users within the District; and
 - 3. the approved Region G Water Plan and certified District Management Plan.

Special Provisions/Notes:

(a) Aggregation:

- 1. The production from the following operating permits may be aggregated: [BVDO-0XXX, BVDO-0XXX, . . .] (Well Field), so that the combined permitted amount from the wells may be pumped from any well, or split between the wells, as circumstances may require as allowed by District Rule. Aggregation for curtailment purposes shall be as specified in the Comprehensive Settlement. Total maximum annual aggregate production for the wells under all permits is [X,XXX] acre-feet/year. This is a multi-use permit for Agricultural, Industrial, Commercial, Municipal, and Public Water Supply uses. Purpose of use will be metered and reported separately.
- 2. Permittee’s maximum aggregate export under this Transport Permit shall not exceed [X,XXX]¹ acre-feet in any year.
- 3. Production Permits/Wells Involved in the Project: up to 48

Seven local landowners, including Applicant, who hold existing operating permits issued by the District for a combined total maximum production of 57,718 acre-feet per year have entered Option Agreements with UWBVF: Cula d’Brazos; Ely Family Partnership L.P.;

¹ [Explanatory note to be deleted: To reflect volume of total production of all associated Operating Permits listed under this Transport Permit. Project collective export volume limitation addressed in a Special Provision.]

Fazzino Investments; LP, L. Wiese Moore, LLC; RH2O, LLC; James Brien; and Clifford A. Skiles III (collectively, the Optioned Owners). Consistent with the terms thereof, UWBFV will have the right to produce and transport the Optioned Groundwater using the wells subject to the Groundwater Leases, a gathering network and a transmission system to be developed by UWBFV to the requested western receiving area. UWBFV, also a local landowner, holds existing transport and related production permits issued by the District for 49,999 acre-feet per year from its Goodland Farms property. Optioned Groundwater will be combined with the rights of the Goodland Farms property to support UWBFV's proposed Project (this intended collective project is also referred to as the UWBFV Project). There will be a hub for the UWBFV Project's connection of the gathering system to the transmission system to the western receiving area. The hub is likely to be located on the Goodland Farms property.

4. Receiving Area:

Bell, Milam, Travis, Williamson counties. Based on ongoing Project development, it is anticipated that the transport may be primarily to the City of Georgetown (City) in Williamson County; however, other municipalities, public water suppliers, or other end users in Williamson County, Bell County, Milam County, and Travis County may elect to participate in a regional project with Georgetown or otherwise contract for such water supply, if available. The proximity of significant growth areas and, in some cases, existing or planned infrastructure, located within service areas of multiple water providers make a cooperative regional project viable. The City of Georgetown has entered into a reservation agreement with EPCOR to negotiate a public private partnership and a Water Supply Agreement for Georgetown to import between 39,399 and 70,000 acre-feet per year from Robertson County, Texas. UW Brazos Valley Farm LLC has entered an agreement with EPCOR.

(b) Reporting:

1. Permittee shall timely report to the District all groundwater production for all of its operating permits, including Historic Use Permits, issued by the District by the 10th day of every month, by a form prescribed by the District.
2. Permittee shall annually calibrate the requisite flow meter for all of its permitted wells, including those authorized by Historic Use Permits, in the Simsboro Aquifer. Documentation of the calibration/verification for each flow meter shall be submitted to the District by February 1st of each year.
 - i. **Flow Meter Testing:** Each flow meter shall have an accuracy of plus or minus 3% and be tested for accuracy as installed in place. Permittee shall submit a certificate of the test results. The certificate shall be in a form acceptable to the District. Meters shall be tested by a third party qualified to measure meter accuracy and approved by the District General Manager. Each meter shall be tested for accuracy on an annual basis. All testing equipment must be calibrated annually by an independent testing laboratory or company capable of accuracy verification.

- ii. **Flow Meter Installation:** The water flow meter must be installed for wells associated with the following operating permits: [BVDO-0XXX, BVDO-0XXX, . . .], according to the manufacturer’s published specifications in effect at the time of meter installation. A copy of the specifications shall be provided to the District. If no specifications are published, there must be a minimum length of five pipe diameters of straight pipe upstream of the water meter and two pipe diameters of straight pipe downstream of the water meter. The pipe upstream and downstream of the meter must be the same diameter as the housing for the meter. These lengths of straight pipe must contain no check valves, tees, gate valves, back flow preventers, blow-off valves or any other fixture than those flanges or welds necessary to connect the straight pipe to the meter. The Permittee may use a different methodology for the installation of flow meter(s) used solely for agricultural uses, if approved by the District, and such approval may not to be unreasonably withheld.

3. Meter of Exported Water:

The District may require a master or totalizing meter that measures all groundwater exported on the pipeline from Permittee’s Project site.

(c) Monitor Wells:

- 1. Permittee shall install and maintain up to two (2) monitor wells on its permitted site in a location or locations agreed upon with the District and with construction and equipment approved by the District, such agreement and approval not to be unreasonably withheld.

(d) Collective Export Volume Limitation:

- 1. The maximum collective export volume under permits BVTP-C001, BVTP-C002, BVTP-C003, BVTP-C004, BVTP-C005, BVTP-C006, BVTP-C007, and BVTP-C008 (together, the consolidated “Project Transport Permits”) shall not exceed 50,000 acre-feet in any one year. If UWBFV withdraws as a permittee from this transport permit, or if UWBFV elects not to exercise its option to acquire the exclusive right to develop, produce, transport, and sell to third parties groundwater from the Simsboro Aquifer from the wells associated with this transport permit, or if this transport permit is otherwise in any way no longer associated with the Project, notice shall be provided to the District within 30 (thirty) calendar days of such withdrawal, election, or disassociation with the Project, and this individual transport permit shall be deemed void. None of the Operating Permits associated with this individual transport permit, as listed in the table above, shall be used, in whole or in part, in a transport project other than the Project. In the case of (i) such UWBFV withdrawal or election or (ii) such unauthorized use of such Operating Permits in another transport project, this individual transport permit shall be deemed void. For the avoidance of doubt, such voiding of this individual transport permit would not affect the validity of the remaining Project Transport Permits.

(e) Groundwater Conveyance and User Agreement(s):

- 1. Permittee shall submit all agreements regarding the conveyance system to transport groundwater under this Permit, and amendments thereto, within 30 calendar days of

execution of the agreement(s), which may be redacted regarding information protected under the Texas Public Information Act for public entities and confidential business information for private entities. The District may request a meeting to discuss the submitted information. Permittee shall provide updated technical descriptions of the facilities to be used for transportation of water and time schedules for any construction and completion thereof.

2. Permittee shall submit all agreements regarding the sale of or use of groundwater under this Permit, and amendments thereto, within 30 calendar days of execution of the agreement(s), which may be redacted regarding information protected under the Texas Public Information Act for public entities and confidential business information for private entities. The District may request a meeting to discuss the submitted information.

(f) Water Conservation and Drought Contingency Plans

1. The Permittee's water conservation plan and, if any subsequent user of the water is a municipality or entity providing retail water services, the water conservation plan of that municipality or entity shall also be provided to the District along with a copy of the contract between the applicant and any subsequent user of the water, under Section (e)(2) above, indicating that the applicant and that municipality or entity will comply with the District's Conservation Plan.

(g) Periodic Review:

1. The District may periodically review the amount of water that may be transferred under an operating permit to transport water out of the District and may limit the amount if warranted by aquifer conditions, pursuant to District Rules and state law, and consistent with the Comprehensive Settlement.

This Permit is granted subject to these Rules, orders of the Board, and the laws of the State of Texas. In addition to any special provisions or other requirements incorporated into the permit issued by the District.

1. This Permit is granted in accordance with provisions of the Rules of the District, including amendments, and the Comprehensive Settlement, and, as applicable, acceptance of this Permit constitutes an acknowledgment and agreement that Permittee will comply with the Rules of the District and the Comprehensive Settlement.
2. This Permit confers only the right to operate the permitted well(s) under the provisions of the District Rules and the Comprehensive Settlement and its terms may be modified or amended pursuant to the provisions of those Rules and the Comprehensive Settlement. To protect the permit holder from the illegal use of a new landowner, within ten (10) calendar days after the date of sale of property containing a well having been issued an operating permit, the operating permit holder must notify the District in writing of the name of the new owner. Any person who becomes the owner of a currently permitted well must, within forty-five (45) calendar days from the date of the change in ownership, file an application for a permit amendment to affect a transfer of the permit.

3. The operation of the well(s) for the authorized purposes must be conducted in a non-wasteful manner.
4. All groundwater production from non-exempt wells in the District is required to be metered, except for the groundwater produced from wells in the Brazos River Alluvium aquifer. The District maintains the discretion to require meters on wells in the Brazos River Alluvium aquifer. Permittee shall maintain records of withdrawal on the property where the well is located or at its business office, and shall make those records available to the District for inspection. The Permittee shall submit complete, accurate, and timely metered pumpage and transport reports to the District annually, as requested by the District, no later than February first (1st) of each year.
5. The well site(s) must be accessible to District representatives for inspection, and Permittee agrees to cooperate fully in any reasonable inspection of the well(s) and well site(s) by the District representatives.
6. The application pursuant to which this Permit has been issued is incorporated in this Permit, and this Permit is granted on the basis of and contingent upon the accuracy of the information supplied in that application. A finding that false information has been supplied is grounds for immediate revocation of the permit.
7. Violation of this Permit's terms, conditions, requirements, or special provisions, including pumping amounts in excess of authorized withdrawal, is punishable by civil penalties as provided by the District Rule 15.3, as well as revocation of the permit.
8. Permittee will use reasonable diligence to protect groundwater quality and will follow well-plugging guidelines at the time of well closure.
9. Permittee shall timely pay all applicable fees under Section 9 of the District Rules, including all applicable production and/or export fees adopted in the District's Schedule of Fees; with respect to export fees, to the extent consistent with the fees negotiated between the District and transporter as set forth in the Comprehensive Settlement.

The issuance of this Permit does not grant to Permittee the right to use any private property, or any public property, for the production or conveyance of water. Neither does this permit authorize the invasion of any personal rights nor the violation of any federal, state, or local laws, rules or regulations. Further, the District makes no representations and shall have no responsibility with respect to the availability or quality of water authorized to be produced under this permit.

This permit is issued and effective as of _____, 2025.

Brazos Valley Groundwater Conservation District

By: _____
Alan M. Day, General Manager

Date

AGGREGATION FOR CURTAILMENT PURPOSES

Aggregate Unit	Permit Nos.
Goodland Farms – Zone 1	BVDO-0292, BVDO-0293, BVDO-0295, BVDO-0303
Goodland Farms – Zone 2	BVDO-0255, BVDO-0256, BVDO-0296, BVDO-0297, BVDO-0302, BVDO-0304
Goodland Farms – Zone 3	BVDO-0254, BVDO-0294, BVDO-0298, BVDO-0299, BVDO-0300, BVDO-0301
Brien Unit	BVDO-0315, BVDO-0316
Skiles Unit	BVDO-0317, BVDO-0108
Ely Unit	BVDO-0377, BVDO-0378, BVDO-0379, BVDO-0380, BVDO-0381, BVDO-0382, BVDO-0383, BVDO-0384
RH2O Unit	BVDO-0385, BVDO-0386, BVDO-0387, BVDO-0388, BVDO-0389
Fazzino – Zone 1	BVDO-0394, BVDO-0395
Fazzino – Zone 2	BVDO-0396, BVDO-0397, BVDO-0398, BVDO-0399
Moore Unit	BVDO-0401, BVDO-0402
Cula d’Brazos Unit	BVDO-0408, BVDO-0409, BVDO-0410, BVDO-0411, BVDO-0412, BVDO-0413, BVDO-0414

Permit No. BVDO-0XXX

**Operating Permit
Issued By Direction of the Board of Directors of the
Brazos Valley Groundwater Conservation District**

This Operating Permit is granted to [*Landowner*] (Permittee) authorizing the Permittee to operate a water well, known as **Well XX** (“Well”), at the location specified below, within the Brazos Valley Groundwater Conservation District (District), for the beneficial purpose of producing water for **Agricultural, Industrial, Commercial, Municipal, and Public Water Supply** uses. Permittee is authorized to operate the Well located at N **XX.XXXXXX**° and W **XX.XXXXXX**° to produce water from the **Simsboro Aquifer** at an annual maximum capacity not to exceed **X,XXX GPM** and a maximum annual production of **X,XXX acre feet/year**.

Operating Permit Term:

- (a) This Permit will expire if the permitted well has not been completed pursuant to the schedule attached as Attachment 1 (the “Drilling Schedule”) except as provided in Special Provisions/Notes section (b). The Drilling Schedule may be revised by the Permittee at any time, from time to time, following at least 60 (sixty) calendar days’ advance notice to the District, provided, however, the operating permit for any permitted well shall expire if it is uncompleted at the end of the date that is the 15-year anniversary of the date of permit issuance hereunder. This Permit shall otherwise remain in effect and be renewed in accordance with Rule 8.5(d)(1) and Texas Water Code § 36.1145 or, if changed, the applicable renewal provisions in effect at the time.
- (b) Unless specified otherwise by the Board or these Rules, operating permits are effective for five-year terms. At the end of each five-year term, the permit shall be renewed by the Board for an additional five-year term, upon submittal of a permit renewal application by the permit holder that provides adequate evidence of continued beneficial use for the permitted amount of water withdrawal. The District shall send notices to permit holders that contain the permit renewal applications, prior to permit expirations.
- (c) The District may amend or revoke an operating permit at any time, in accordance with District Rules and the Settlement Agreement, dated effective [*DATE*] (“Comprehensive Settlement”), if there is evidence of:
 - (1) the owner or operator of the well or well system has operated in violation of their permit, District Rules, or Chapter 36 of the Texas Water Code; or
 - (2) a change in the permit is required to prevent waste and achieve water conservation, minimize as far as practicable the drawdown of the water table or reduction of artesian pressure, lessen interference between wells, or control and prevent subsidence; or
 - (3) The permitted well(s) has not been completed, other than as provided by subsection (a), the Comprehensive Settlement, or, if applicable, District Rule 8.5.

Special Provisions/Notes:

- (a) The production from the following operating permits may be aggregated: [BVDO-XXXX, BVDO-XXXX, ...] so that the combined permitted amount from the wells may be pumped from either well, or split between wells, as circumstances may require as allowed by District Rule. Total maximum annual aggregate production for the wells under all permits is X,XXX acre-feet/year. Aggregation for curtailment purposes shall be as specified in the Comprehensive Settlement, which is shown on Attachment 2 to this permit. This is a multi-use permit for Agricultural, Industrial, Commercial, Municipal, and Public Water Supply uses. Purpose of use will be metered and reported separately.
- (b) This Operating Permit is associated with transport permit [BVTP-C00X], on which UW Brazos Valley Farm LLC (with its successor, assigns, or transferees, "UWBVF") is a permittee. In accordance with the Comprehensive Settlement, if UWBVF withdraws as a permittee on such transport permit, or if UWBVF elects not to exercise its option to acquire the exclusive right to develop, produce, transport, and sell to third parties groundwater from the Simsboro Aquifer from the wells associated with such transport permit, or if such transport permit is otherwise in any way no longer associated with the Project, the expiration term provided above in the section "Operating Permit Term" clause (a) shall not apply and instead, this Operating Permit shall automatically expire three years from its issuance, as dated below, if the permitted well has not been completed, unless Permittee opts to retain this permit for the five-year permit term by paying fees for the well in accordance with Rule 8.5.

This Permit is granted subject to these Rules, orders of the Board, the Comprehensive Settlement, and the laws of the State of Texas, in addition to any special provisions or other requirements incorporated into the permit issued by the District.

- (1) This Permit is granted in accordance with provisions of the Rules of the District, including amendments, and the Comprehensive Settlement, and acceptance of this Permit constitutes an acknowledgment and agreement that Permittee will comply with the Rules of the District or, as applicable, the Comprehensive Settlement.
- (2) This Permit confers only the right to operate the permitted well under the provisions of the District Rules and Comprehensive Settlement and its terms may be modified or amended pursuant to the provisions of those Rules and the Comprehensive Settlement. To protect the permit holder from the illegal use of a new landowner, within ten (10) calendar days after the date of sale of property containing a well having been issued an operating permit, the operating permit holder must notify the District in writing of the name of the new owner. Any person who becomes the owner of a currently permitted well must, within forty-five (45) calendar days from the date of the change in ownership, file an application for a permit amendment to affect a transfer of the permit.
- (3) The operation of the well for the authorized purposes must be conducted in a non-wasteful manner.

- (4) All groundwater production from non-exempt wells in the District is required to be metered, except for the groundwater produced from wells in the Brazos River Alluvium Aquifer. The District maintains the discretion to require meters on wells in the Brazos River Alluvium Aquifer. Permittee shall maintain records of withdrawal on the property where the well is located or at its business office, and shall make those records available to the District for inspection. The Permittee shall submit complete, accurate, and timely metered pumpage and transport reports to the District annually, as requested by the District, no later than February first (1st) of each year.
- (5) The well site must be accessible to District representatives for inspection, and Permittee agrees to cooperate fully in any reasonable inspection of the well and well site by the District representatives.
- (6) The application pursuant to which this Permit has been issued is incorporated in this Permit, and this Permit is granted on the basis of and contingent upon the accuracy of the information supplied in that application. A finding that false information has been supplied is grounds for immediate revocation of the permit.
- (7) Violation of this Permit's terms, conditions, requirements, or special provisions, including pumping amounts in excess of authorized withdrawal, is punishable by civil penalties as provided by the District Rule 15.3, as well as revocation of the permit.
- (8) Permittee will use reasonable diligence to protect groundwater quality and will follow well-plugging guidelines at the time of well closure.

The issuance of this Permit does not grant to Permittee the right to use any private property, or any public property, for the production or conveyance of water. Neither does this permit authorize the invasion of any personal rights nor the violation of any federal, state, or local laws, rules or regulations. Further, the District makes no representations and shall have no responsibility with respect to the availability or quality of water authorized to be produced under this permit.

This permit is issued and effective as of ____ __, 2025.

Brazos Valley Groundwater Conservation District

By: _____
Alan M. Day, General Manager

Date

Attachment 1 – Drilling Schedule(*)

Count	Well Owner	Owner Well No.	BVGCD Permit	GPM	AFY	GF Zone
Already Drilled						
1	Upwell_Goodland	CS-1	BVDO-0254	3,000	4,839	3
2	Upwell_Harlan	CS-2	BVDO-0255	3,300	5,322	2
3	Upwell_Harlan	CS-3	BVDO-0256	3,300	5,322	2
Drilling During Years 0-5**						
Anticipate incremental 15k AFY of volume (4-6 wells) drilled over years 0-5						
Wellfield design will be finalized with Offtaker and Project Operator						
Specific wells to be drilled will be provided within 12 months of Effective Date of Water Supply Agreement						
Drilling During Years 6-10						
Anticipate incremental 30k AFY of volume (12-18 wells) drilled over years 6-10						
Wellfield design will be finalized with Offtaker and Project Operator						
Specific wells to be drilled will be provided within 12 months of Effective Date of Water Supply Agreement						
Drill During Years 11-15						
All remaining wells to be drilled will be drilled prior to year 15						
Wellfield design will be finalized with Offtaker and Project Operator						

(*) Schedule may be modified with notice to the BVGCD per the Comprehensive Settlement.

(**) Drilling Schedule begins on [Fill in issuance date].

ATTACHMENT 2 – AGGREGATION FOR CURTAILMENT PURPOSES

Aggregate Unit	Permit Nos.
Goodland Farms – Zone 1	BVDO-0292, BVDO-0293, BVDO-0295, BVDO-0303
Goodland Farms – Zone 2	BVDO-0255, BVDO-0256, BVDO-0296, BVDO-0297, BVDO-0302, BVDO-0304
Goodland Farms – Zone 3	BVDO-0254, BVDO-0294, BVDO-0298, BVDO-0299, BVDO-0300, BVDO-0301
Brien Unit	BVDO-0315, BVDO-0316
Skiles Unit	BVDO-0317, BVDO-0108
Ely Unit	BVDO-0377, BVDO-0378, BVDO-0379, BVDO-0380, BVDO-0381, BVDO-0382, BVDO-0383, BVDO-0384
RH2O Unit	BVDO-0385, BVDO-0386, BVDO-0387, BVDO-0388, BVDO-0389
Fazzino – Zone 1	BVDO-0394, BVDO-0395
Fazzino – Zone 2	BVDO-0396, BVDO-0397, BVDO-0398, BVDO-0399
Moore Unit	BVDO-0401, BVDO-0402
Cula d’Brazos Unit	BVDO-0408, BVDO-0409, BVDO-0410, BVDO-0411, BVDO-0412, BVDO-0413, BVDO-0414

MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS A&M UNIVERSITY SYSTEM, THE CITY OF BRYAN, THE CITY OF COLLEGE STATION, AND THE BRAZOS VALLEY GROUNDWATER CONSERVATION DISTRICT

This Memorandum of Understanding (“MOU”) is made and entered into by and between The Texas A&M University System (“TAMUS”), an agency of the State of Texas, the City of Bryan (“Bryan”), a Texas home rule municipality, the City of College Station (“College Station”), a Texas home rule municipality, and the Brazos Valley Groundwater Conservation District (“BVGCD”), a political subdivision of the State of Texas, (each individually a “Party” and collectively, the “Parties”).

WHEREAS, BVGCD has been entrusted by the State and the public with the conservation of the State’s groundwater resources located in Robertson and Brazos Counties;

WHEREAS, UW Brazos Valley Farm LLC (“UWBVF”), is developing a groundwater export project within the jurisdiction of the BVGCD in collaboration with Cula d’Brazos LLC, RH2O LLC, L. Wiese Moore LLC, Clifford A. Skiles III, James C. Brien, Ely Family Partnership L.P., and Fazzino Investments LP (collectively with UWBVF, the “Landowners”) to produce and export Simsboro groundwater (the “Project”);

WHEREAS, to facilitate the Project, Landowners applied with the BVGCD for eight transport permits, along with certain associated operating permits;

WHEREAS, in June 2024, TAMUS, Bryan, and College Station filed contested case hearing requests on seven of the transport permits, which are currently pending at SOAH (the “SOAH Proceeding”);

WHEREAS, on September 12, 2024, TAMUS filed an Original Petition for Writ of Mandamus against BVGCD and its General Manager Alan Day in Cause No. 24-002626-CV-472, styled as *Texas A&M University System v. Brazos Valley Groundwater Conservation District and Alan Day, General Manager of Brazos Valley Groundwater Conservation District*, in the 472nd District Court of Brazos County, Texas (the “Lawsuit”), seeking mandamus and injunctive relief claiming the operating permits/applications and one of the transport permits/applications should be sent to the State Office of Administrative Hearings (“SOAH”) for contested case hearings, all as more fully set forth in the pleadings, and said pleadings are incorporated herein by reference for explanation of the claims asserted;

WHEREAS, the Landowners intervened in the Lawsuit to defend BVGCD’s prior action on the above-referenced permits/applications;

WHEREAS, Bryan and College Station intervened in the Lawsuit to support TAMUS’s position;

WHEREAS, of even date herewith, the parties to the Lawsuit entered into the Full and Final Settlement and Release Agreement (“Settlement Agreement”), which settled the Lawsuit and SOAH Proceeding;

WHEREAS, the Settlement Agreement provides for, among other things, Landowners' payment of export fees to be charged on the Project Transport Permits in accordance with Texas Water Code § 36.122(e)(1), which allows groundwater conservation districts to impose an export fee or surcharge using a fee negotiated between the district and an exporter;

WHEREAS, the Settlement Agreement provides at Section 2.C.ii that BVGCD is committed to working with TAMUS, Bryan, and College Station on one or more well assistance agreements, and this MOU is the manifestation of that commitment;

WHEREAS, TAMUS, Bryan, and College Station (collectively "Well Owners") and, individually, "Well Owner") own and operate groundwater wells, listed in **Attachment "A"** (the "AP Wells"), that are eligible for well assistance funding under BVGCD's Well Assistance Program based on the predicted response of the Simsboro Aquifer to pumping associated with the Project Transport Permits;

WHEREAS, some of the provisions in BVGCD's Well Assistance Program require elucidation;

WHEREAS, the Parties agree that as part of the well assistance agreements contemplated by the Settlement Agreement, BVGCD will provide well assistance funding to Well Owners from BVGCD's Well Assistance Fund to preserve the ability of Well Owners to continue to access groundwater through their AP Wells, commensurate with existing production capacity, pursuant to BVGCD Rules and this MOU;

WHEREAS, the Parties agree that any retail public utility, as defined by Texas Water Code § 13.002, other than the Well Owners (an "RPU") with a well or wells producing from the Simsboro Aquifer, shall be a third-party beneficiary to this MOU for purposes of its provisions pertaining to RPUs, and that, in addition to the commitments herein to the Well Owners, BVGCD will provide well assistance funding to RPUs from BVGCD's Well Assistance Fund to preserve RPUs' ability to continue to access groundwater through their well(s) existing within BVGCD's boundaries as of the Effective Date (an "RPU AP Well"), commensurate with existing production capacity, pursuant to BVGCD Rules and this MOU; and

WHEREAS, the Parties wish to memorialize their agreement concerning the manner in which export fees will be allocated to TAMUS, Bryan, and College Station as part of BVGCD's Well Assistance Program.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and undertakings herein set forth, the recitals set forth above, and other good and valuable consideration, the Parties agree as follows:

ARTICLE ONE
Incorporation of Recitals

The Recitals set forth above are hereby approved and incorporated into the body of this MOU as if copied in their entirety.

ARTICLE TWO
Effective Date

This MOU shall be effective upon execution by the Parties' respective duly authorized representatives. The effective date will be same as the effective date of the Settlement Agreement (the "Effective Date").

ARTICLE THREE
Well Assistance Agreement

Well assistance funding for TAMUS, Bryan, and College Station will be subject to the provisions of Section 16 of BVGCD's Rules, except as modified herein.

1. BVGCD shall use export fees consistent with §§ 36.122 and 36.207 of the Texas Water Code and deposit a sufficient amount of export fees received from the transport permits issued pursuant to the Settlement Agreement (the "Project Transport Permits") into BVGCD's Well Assistance Fund for use by BVGCD to, among other things, mitigate wells affected by pumping from wells associated with the Project Transport Permit as provided for in this MOU.
2. BVGCD shall also deposit production fees received from the Project Transport Permits, which are not used by BVGCD for other purposes, into the Well Assistance Fund.
3. BVGCD shall deposit the fees specified in Paragraphs 1 and 2 above in the cumulative amount of at least \$30 million (thirty million dollars) into the Well Assistance Fund not later than 2043, which \$30 million shall be earmarked solely to fund the Well Owners' Well Assistance Reimbursement Agreements. As soon as BVGCD has met its commitment to reimburse all of the Well Owners' AP Wells, BVGCD may use any remaining balance of the \$30 million commitment for any other lawful purpose. BVGCD may fund mitigation of RPU AP Wells from its Well Assistance Fund prior to fully meeting its commitments in this MOU to the Well Owners.
4. BVGCD shall fully commit to the mitigation of the wells associated with Well Owners' AP Wells and the RPU AP Wells at the funding level described in this MOU using funds from the Well Assistance Fund.
5. BVGCD deems the AP Wells and the RPU AP Wells to be wells for which mitigation is warranted under Section 16 of BVGCD's Rules and eligible to receive well assistance funds under BVGCD's existing Well Assistance Program. BVGCD Rule Section 16.4 shall not apply to AP Wells and the RPU AP Wells except as incorporated into a Well Assistance Reimbursement Agreement described below.
6. BVGCD agrees that the following costs associated with mitigation of the AP Wells and RPU AP Wells will be eligible for reimbursement from the Well Assistance Fund ("Eligible Costs"):

- a. Lowering of Pump. Lowering/replacement of pump/motors to restore the baseline rate of production from the well, including upgrading electrical equipment at the well site exclusive of power supplier facilities if necessary to restore production.
 - b. New Well. If the AP Well or RPU AP Well is not deep enough or constructed in such a manner which will not accommodate the anticipated drawdown for that location, then a replacement well may be drilled and equipped, including the following items:
 - i. the cost of the well construction and well yard;
 - ii. the cost of the well pump and motor sufficient to replace the baseline rate of production from the replaced well, including upgrading electrical supply equipment at the well site exclusive of power supplier facilities if necessary to restore production;
 - iii. the cost of discharge piping in the well yard leading to the well collection line;
 - iv. the cost of the electrical starting equipment (the motor control center or “MCC”);
 - v. reasonable engineering fees not to exceed 11% (eleven percent) of the construction costs; and
 - vi. additional items allowed by BVGCD rules, as amended.
7. The Parties agree that funding from the Well Assistance Fund for mitigation of AP Wells and RPU AP Wells will be not less than 30% (thirty percent) of Eligible Costs. The Parties agree that this percentage represents the anticipated response of the Simsboro Aquifer in the location of the AP Wells and RPUs’ AP Wells to the pumping associated with the UW Transport Project, and reflects the Well Owners’ agreement to be reimbursed over time. In a request for well assistance funding, however, a Well Owner or RPU may seek a higher percentage if the Well Owner or RPU can justify the higher percentage using a scientifically reasonable methodology, subject to review by the District’s hydrogeologist or engineer, and agreed to by the Parties. If BVGCD amends Section 16 of its rules to allow a higher percentage of funding for mitigation of wells from the Well Assistance Fund, then funding allowed by this provision shall change correspondingly.
8. Annual Report of Mitigation Status. By the end of each calendar year, each Well Owner shall provide BVGCD and each other with a report of the likelihood that any of its AP Wells will need mitigation during the next five (5) years, with estimated schedules of design and construction. In the event more than one of the Well Owners or RPUs will need mitigation during the same five-year period, the Well Owners shall work with each other and BVGCD in good faith using reasonable best efforts to coordinate on the development of Well Assistance Reimbursement Agreements (as addressed below) that work to their individual and mutual benefit. The Well Owners acknowledge that they may not receive funding until after they have completed construction and sufficient funds are available for reimbursement.

9. Well Assistance Reimbursement Agreements. Upon a request for well assistance funding for an AP Well or group of AP Wells, BVGCD and the Well Owner shall enter into a Well Assistance Reimbursement Agreement that identifies the (i) estimated total Eligible Costs based on the Well Owner's Engineering Estimate of Probable Construction Costs, actual construction bids, or actual construction costs (depending on when the request is made), and (ii) a payment schedule that accounts for the available funding from the Well Assistance Fund, expected additions to the Well Assistance Fund, and existing and anticipated requests for mitigation by others. Final payment to the Well Owner shall be based on actual construction costs as limited by Paragraphs 6 and 7 above. Each Well Assistance Reimbursement Agreement shall include provisions allowing BVGCD to restructure payment schedules based on actual collections of Well Assistance Funds and additional requests for mitigation.
10. BVGCD agrees that the Well Owners will perform their own diagnostic and mitigation work without needing the approval of BVGCD. The District reserves the right to review the mitigation plans proposed and provide input without obstructing the mitigation of the well(s).

**ARTICLE FOUR
Successors and Assigns**

This MOU shall be binding upon the Parties hereto, their successors and assigns. No Party may assign or transfer an interest in this MOU without the written consent of the other Parties.

**ARTICLE FIVE
Venue**

This MOU, including the validity, interpretation, and enforcement, shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any disputes between the Parties relating in any way to this MOU shall lie exclusively in state District Court in Brazos County, Texas, and each Party submits to the jurisdiction of that court relating to this MOU or any breach thereof.

**ARTICLE SIX
Miscellaneous**

Severability. The provisions of this MOU are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this MOU is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the MOU shall be enforced as if the invalid provision had never been included.

Enforceability. Each of the Parties represents and warrants that it has the authority to execute the document in the capacity shown below. Each of the Parties further represents and warrants that this MOU constitutes a valid and binding contract, enforceable in accordance with its terms.

Force Majeure. In the event that the performance by any Party shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God, or the common enemy, or the result of war, riot, civil commotion, sovereign conduct, or the act or

conduct of any person or persons not a party or privy hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects hereto.

Notice. Any notice given hereunder by either Party to the other shall be in writing and may be effected by personal delivery or by registered or certified mail, return receipt requested, when mailed to the proper Party, at the following addresses:

BVGCD:

Attn.: General Manager
112 West 3rd Street
Hearne, Texas 77859
aday@brazosvalleygcd.org

Bryan:

Attn: Kean Register, City Manager
P.O. Box 1000
Bryan, Texas 77805-1000
executiveservices@bryantx.gov

cc: City Attorney
P.O. Box 1000
Bryan, Texas 77805-1000
cityattorney@bryantx.gov

College Station:

Attn: Bryan Woods, City Manager
City Manager's Office
P.O. Box 9960
College Station, Texas 77842
bwoods@cstx.gov

cc: City Attorney
City Attorney's Office
P.O. Box 9960
College Station, Texas 77842
afalco@cstx.gov

TAMUS:

Attn.: System Land Management Office
The Texas A&M University System
200 Technology Way, Suite 2079
College Station, Texas 77845
energy@tamus.edu

cc: Office of General Counsel
Attn: Managing Counsel, Property
& Construction
The Texas A&M University System
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
property@tamus.edu

A courtesy copy by email shall be provided at the same time as the formal notice using the above-stated email addresses. A Party may modify its contact information by written notice.

No Third-Party Beneficiaries. Nothing in this MOU shall be construed to give any rights or benefits under this MOU to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this MOU shall be for the sole and exclusive benefit of the Parties, and not for the benefit of any other party, with the exception of the funding commitments for RPU's specifically provided for herein.

Counterparts. This MOU may be executed by the Parties in one or more counterparts, which may be exchanged by electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

No Waiver of Sovereign Immunity. Nothing in this MOU shall be deemed or construed to waive the sovereign or governmental immunity of any Party having sovereign or governmental immunity; notwithstanding the foregoing, any Party may seek mandamus or other equitable relief in order to enforce the terms of this MOU.

No Partnership/Joint Venture. Nothing in this MOU, or the performance of the Parties contemplated hereby, shall be deemed to create a partnership, agency, joint venture, or joint enterprise. In no event shall any Party incur liability on behalf of or obligate another Party without that Party's written consent and all requisite approvals required by law or the governing bodies of the Party.

Remedies. No right or remedy granted herein or reserved to the Parties is exclusive of any right or remedy granted by law or equity, but each shall be cumulative of every right or remedy given hereunder. No covenant or condition of this MOU may be waived without the express written consent of the Parties. It is further agreed that one or more instances of forbearance by either Party in the exercise of its respective rights under this MOU shall in no way constitute a waiver thereof.

Paragraph Headings. The paragraph headings in this MOU are provided for convenience of reference, and are not intended to limit, restrict, or modify the rights and obligations of the Parties as set forth in the paragraphs of this MOU. In the event of any conflict between a heading and the text of this MOU, the text of this MOU will control.

Interpretation. This MOU has been negotiated by and between the Parties, and any presumption that an ambiguity contained in this MOU shall be construed against the Party that caused this MOU to be drafted shall not apply to the interpretation of this MOU.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Memorandum of Understanding on behalf of his or her respective Party.


WITNESS MY HAND to this instrument on this the 7th day of July 2025.

THE TEXAS A&M UNIVERSITY SYSTEM



GLENN HEGAR
Chancellor

APPROVED AS TO FORM:



JOSEPH A. BROWN
Assistant General Counsel (Oil & Gas)
Office of General Counsel
The Texas A&M University System

EXHIBIT G

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Memorandum of Understanding on behalf of his or her respective Party.

July

WITNESS MY HAND to this instrument on this the 2nd day of ~~June~~ 2025.

The City of Bryan:

Kean Register
Kean Register, City Manager

Approved as to Form:

Thomas A. Leeper
Thomas A. Leeper, City Attorney

Attest:

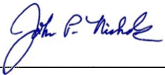
Melissa Brunner
Melissa Brunner, City Secretary



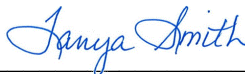
IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Memorandum of Understanding on behalf of his or her respective Party.

WITNESS MY HAND to this instrument on this the 26th day of June 2025.

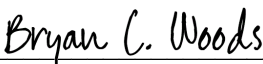
CITY OF COLLEGE STATION


By: 
Mayor
Date: 6/26/2025

ATTEST:


City Secretary
Date: 6/27/2025

APPROVED:



City Manager
Date: 6/27/2025


City Attorney
Date: 6/26/2025


Assistant City Manager/CFO
Date: 6/26/2025

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed as of the Effective Date. Each individual signing below represents and warrants that he or she has authority to sign for and enter into this Memorandum of Understanding on behalf of his or her respective Party.

WITNESS MY HAND to this instrument on this the 27th day of June 2025.

By: 

Jayson Barfknecht, President
Board of Directors
Brazos Valley Groundwater Conservation District

By: 

Jeff Kennedy, Secretary
Board of Directors
Brazos Valley Groundwater Conservation District

ATTACHMENT "A"

List of TAMUS, Bryan, and College Station AP Wells

Permit Holder	Permit #	Well Name	Ac-ft Permitted	Aquifer
City of Bryan	BVHU-0003	Well 10	2286.54	Simsboro
City of Bryan	BVHU-0004	Well 11	1413.53	Simsboro
City of Bryan	BVHU-0005	Well 12	3020.04	Simsboro
City of Bryan	BVHU-0006	Well 13	3784.56	Simsboro
City of Bryan	BVHU-0007	Well 14	3492.51	Simsboro
City of Bryan	BVHU-0008	Well 15	3841.55	Simsboro
City of Bryan	BVHU-0009	Well 16	3297.04	Simsboro
City of Bryan	BVHU-0010	Well 17	3460.72	Simsboro
City of Bryan	BVDO-0003	Well 18	4838.00	Simsboro
City of Bryan	BVHU-0041	Well 19	2703.70	Simsboro
City of College Station	BVHU-0038	Well 1	2423.00	Simsboro
City of College Station	BVHU-0039	Well 2	2386.00	Simsboro
City of College Station	BVHU-0040	Well 3	2381.00	Simsboro
City of College Station	BVHU-0042	Well 5	2726.00	Simsboro
City of College Station	BVHU-0043	Well 6	2792.00	Simsboro
City of College Station	BVDO-0013	Well 7	4839.00	Simsboro
City of College Station	BVDO-0053	Well 8	2390.00	Simsboro
City of College Station	BVDO-0152	Well 9	2855.00	Simsboro
Texas A&M University	BVHU-0454	Well 6	2337.14	Simsboro
Texas A&M University	BVHU-0455	Well 7	2864.00	Simsboro
Texas A&M University	BVHU-0456	Well 8	2444.77	Simsboro

TAMUS filed the above-captioned lawsuit against BVGCD and its General Manager (the “Lawsuit”) seeking mandamus relief. Then, the Landowners and the Brazos County Entities intervened in the Lawsuit to defend their respective interests. The Parties have now reached an agreement for entry of the Final Judgment, and respectfully request entry of the same, which will dispose of all remaining claims and parties. The Parties request that all costs relating to the dispute be borne by the party incurring same.

Respectfully Submitted,

BAKER BOTTS L.L.P

By: /s/ DRAFT

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A. SKILES III, JAMES C. BRIEN,
ELY FAMILY PARTNERSHIP, L.P.,
AND FAZZINO INVESTMENTS, LP**

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VALLEY GROUNDWATER CONSERVATION
DISTRICT & ALAN DAY**

MATHEWS & FREELAND, LLP

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jfreeland@mandf.com

**ATTORNEY FOR THE CITIES OF BRYAN AND
COLLEGE STATION AND BRAZOS COUNTY**

CERTIFICATE OF SERVICE

I certify that on the ___ day of ___, 2025, a true and correct copy of this document was served on counsel of record in accordance with the Texas Rules of Civil Procedure.

/s/ DRAFT
Kevin T. Jacobs

CAUSE NO. 24-002626-CV-472

TEXAS A&M UNIVERSITY SYSTEM,	§	
	§	
<i>Plaintiff,</i>	§	
	§	IN THE DISTRICT COURT OF
vs.	§	
	§	
BRAZOS VALLEY GROUNDWATER	§	
CONSERVATION DISTRICT AND	§	
ALAN DAY, GENERAL MANAGER OF	§	
BRAZOS VALLEY GROUNDWATER	§	
CONSERVATION DISTRICT,	§	
	§	BRAZOS COUNTY, TEXAS
<i>Defendants,</i>	§	
	§	
vs.	§	
	§	
UW BRAZOS VALLEY FARM LLC,	§	
CULA D’BRAZOS LLC, RH2O, LLC, L.	§	
WIESE MOORE, LLC, CLIFFORD A.	§	
SKILES III, JAMES C. BRIEN, ELY	§	472nd JUDICIAL DISTRICT
FAMILY PARTNERSHIP L.P., AND	§	
FAZZINO INVESTMENTS, LP,	§	
	§	
<i>Intervenors.</i>		

AGREED FINAL JUDGMENT

Plaintiff Texas A&M University System (“TAMUS”), Defendants Brazos Valley Groundwater Conservation District and Alan Day, General Manager (the “District” or “BVGCD”), Intervenors the City of Bryan (“Bryan”), the City of College Station (“College Station”), and Brazos County (collectively with Bryan and College Station, the “Brazos County Entities”), and Intervenors UW Brazos Valley Farm LLC (“UW Farm”), Cula d’Brazos LLC, RH2O, LLC, L. Wiese Moore, LLC, Clifford A. Skiles III, James C. Brien, Ely Family Partnership, L.P., and Fazzino Investments, LP (collectively, the “Landowners”) (individually a “Party” and collectively the “Parties”) have submitted this Agreed Final Judgment to the Court for approval and entry.

EXHIBIT H

TAMU filed the above-captioned lawsuit against BVGCD and its General Manager (the “Lawsuit”) seeking mandamus relief. Then, the Landowners and the Brazos County Entities intervened in the Lawsuit to defend their respective interests. The Parties have now reached an agreement for entry of this Agreed Final Judgment to resolve in full all claims between them.

Pursuant the agreement of the Parties, the Court ORDERS the following:

1. **IT IS ORDERED** that the Parties comply with the terms of the June XX, 2025 Settlement and Release Agreement attached to this order.

2. **IT IS FURTHER ORDERED** that each Party shall bear its own fees and expenses, including attorneys’ fees, as to the claims and defenses between them. Costs are taxed against the Party incurring same.

This is a final judgment that disposes of all remaining claims and all remaining parties.

Signed this _____ day of _____, 2025.

JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

BAKER BOTTS L.L.P

By: /s/DRAFT

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By: /s/ DRAFT

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**ATTORNEY FOR THE CITIES OF BRYAN AND
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**LLOYD, GOSSELINK, ROCHELLE &
TOWNSEND**

By: /s/ DRAFT

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**ATTORNEYS FOR PLAINTIFF BRAZOS
VALLEY GROUNDWATER CONSERVATION
DISTRICT & ALAN DAY**