

Application ID:

Victoria County Groundwater Conservation District
2805 N. Navarro St., Suite 210, Victoria, Texas 77901
www.vcgcd.org



APPLICATION TO AMEND A PERMIT

Submit this application to request an amendment of an existing permit.

Item 1: Specify the name and address of the applicant:

Victoria County Water Control & Improvement District No. 1
P.O. Box 667
Bloomington, TX. 77951

Item 2: Specify the permit identification number:

AP-20100119-03

Item 3: Specify the well identification numbers of the subject wells:


R1GW-000311

Item 4: Describe the requested amendment:

Amend permit to transfer production to replacement well R1GW-000311.

Item 5: Required Statement and Signature of the Applicant:

I certify, under penalty of law, that the information reported on and attached to the application was prepared under the direction or supervision of the applicant and is, to the best of the knowledge and belief of the applicant, true, accurate and complete.



Signature of Applicant
Legal Counsel for District

12/17/24

Date of Signature

Note: The district may request additional information not requested in this application in order to evaluate the request relative to the rules of the district.



DAVIDSON
TROILO
REAM
GARZA PC

JOHN W. DAVIDSON (1929-2024) ARTHUR TROILO (1931-2020) CHEREE TULL KINZIE PATRICK W. LINDNER
LEA A. REAM FRANK J. GARZA JAMES C. WOO DAVID R. RANGEL BETSY J. JOHNSON R. JO RESER
STEVEN M. PEÑA JESSIE LOPEZ RICHARD E. LINDNER NICONDRA CHARGOIS-ALLEN
MOLLY G. SOLIS JUSTIN J. NAIL SCOTT J. SMYTH AUSTIN R. BECK MICHAEL S. MCCANN JR.
E. SPENCER NEALY CHELSEA N. AMEN LAUREN T. PAYNE MALLORIE P. FALCON
OF COUNSEL TERRY TOPHAM R. GAINES GRIFFIN RICHARD E. HETTINGER



December 18, 2024

Via email: admin@vcgcd.org and by US Mail
Mr. Mike Benavides
Compliance Specialist
Victoria County Groundwater Conservation District
P.O. Box 69
Victoria, Texas 77902

Re: Victoria County WCID #1 (Bloomington)

Dear Mr. Benavides:

The above-referenced District asked us to respond to the requests for additional information listed in your letter dated November 14, 2024.

Attached is a revised application requesting the amendment of the District's aggregation permit.

The District supplements the application as follows:

- a. The application pertains to a replacement of a public water supply well. While the drilling of the replacement well may have ended in May 2023, the District could not use the well by connecting it to the District's water system until the TCEQ issued the attached approval letter dated October 17, 2024. The District submits that completion of the replacement well did not occur until November 2024 when the well was connected to the District's potable water distribution system.
- b. The District did not receive formal authorization to produce the groundwater associated with the land beneath well R1GW-000311 until September 13, 2024 when the attached agreement captioned "Water Well Facilities Agreement" was finalized and signed.
- c. Based upon the above-provided information, the District complied with the procedural provisions of Rule 2.7(8) and/or Rule 4.9(9). But if not, the District requests leniency for any alleged violations because the District informed the Groundwater District's staff about the need for the replacement

Mr. Mike Benavides
December 18, 2024
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well, the drilling of the replacement well, the plugging of the old well, provided additional information required by the Groundwater District, and thought the District was in full compliance with the requirements.

If you require additional information please let me know.

The District requests the board of directors to consider the District's application as an uncontested matter at its January 17, 2025 meeting.

Sincerely



Patrick Lindner
For the Firm
Attorneys for Victoria County WCID #1

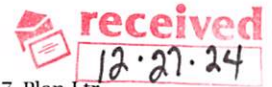
PWL/ec

Cc: President, Board of Directors (via email)

Jon Niermann, *Chairman*
Bobby Janecka, *Commissioner*
Catarina R. Gonzales, *Commissioner*
Kelly Keel, *Executive Director*



PWS_2350001_CO_20241017_Plan Ltr



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 17, 2024

William A. McCaskill, President
Victoria County WCID 1
P.O. Box 667
Bloomington, Texas 77951-0667

Re: Victoria County WCID 1 - Public Water System ID No. 2350001
As-Built Well No. 6
Plan Review Log No. P-08212024-177
Victoria County, Texas

CN600736946 RN101397735

Dear Mr. McCaskill:

On August 21, 2024, the Texas Commission on Environmental Quality (TCEQ) received completion data with your letter dated August 21, 2024 for the as-built Well No. 6. Based on our review of the information submitted, the project generally meets the minimum requirements of Title 30 Texas Administrative Code (TAC) Chapter 290 - Rules and Regulations for Public Water Systems and the constructed well is **approved for use** based on the conditions noted below and may now be **temporarily** placed into service. The well's continued use is contingent upon the following conditions:

1. As required by §290.41(c)(1)(F), sanitary control easements covering land within 150 feet of the well not owned by the public water system or an exception are required. If a sanitary control easement cannot be obtained for the property owned by Diana Hernandez (Property ID 59831), an exception will be required (see below).
2. **This approval is temporary for a period not to exceed eight (8) months from the date of this letter.** The approval time restriction will be automatically removed after the Technical Review and Oversight Team receives and grants the exception request for the sanitary control easement shown below. The system shall comply with all exception conditions to be established in the TCEQ letter granting an exception for the sanitary control easement requirements.
3. The chemical analysis report submitted shows that the concentration(s) of **chloride, iron, manganese, pH, and total dissolved solids** exceeds the secondary constituent level. When drinking water that does not meet secondary constituent levels is accepted for temporary use, such acceptance is valid only until such time as water of acceptable chemical quality can be made available at reasonable cost to the area(s) in question (30 TAC Chapter 290.118(a)). Continual efforts to address these issues must be made. TCEQ may revoke this authorization at any time should public health or service come into question.

4. Upon placing the well into service, the Public Water System is required to notify the Drinking Water Inventory & Protection (DWIP) Team in writing by emailing PWSINVEN@tceq.texas.gov.
5. After facility activation by DWIP team, a representative of TCEQ's Drinking Water Quality Team will contact the public water system to arrange for the collection of the official chemical samples. It is the water system's responsibility to contact the Drinking Water Quality (DWQ) Team at (512) 239-4691 if they have not had the official sample collection within 180 days of the date of this letter.
6. If official chemical analysis testing confirms that a regulated constituent does not meet primary drinking water standards; additional treatment, blending, or public notice may be required. The DWQ Team will notify the water system of any chemical analysis data not meeting primary drinking water standards and if a public notice is required. The system will need to propose what additional treatment or blending may be needed to meet compliance. Plans for any proposed water treatment and blending must be reviewed and approved by the Plan Review Team.
7. This submittal constitutes notification of the addition of a new source as required by 30 TAC Section 290.117(i)(9)(B). In accordance with 30 TAC Section 290.117(d)(2)(E) systems that change treatment or have the addition or deletion of a source of water may be required by the TCEQ to conduct additional monitoring to ensure that the system maintains minimal levels of corrosion. Based upon this addition of a new source, the TCEQ is removing any previous approvals for reduced Lead and Copper Rule monitoring frequency and requiring your system to return to routine sampling for two consecutive six-month periods. **The new two consecutive six-month sampling schedule will be changed to the next viable sampling period by a TCEQ lead and copper program coordinator.** If you have any questions or concerns about the new sampling schedule, please contact the lead and copper program at 512-239-4691. Required monitoring is:
 - a. **Routine Tap Sampling:** Lead and copper tap sampling during two consecutive six-month periods [290.117(c)(2)(A)(ii)].
 - b. **Water Quality Parameter Sampling:** Water quality parameters (WQPs) monitoring at the frequency and locations in the following table and during the same timeframe as the two consecutive 6-month lead and copper tap sampling noted above.

WQP List	Location	Frequency
<ul style="list-style-type: none"> • pH • Total Alkalinity (as CaCO₃) • Calcium • Calcium (as CaCO₃) • Chloride • Iron • Manganese • Sodium • Sulfate • Conductivity • TDS • temperature • orthophosphate or silica 	Routine number of distribution sites and all entry points	Quarterly

Note: Orthophosphate (measured as phosphate-phosphorous (PO₄-P)) must be measured only when an inhibitor containing a phosphate compound is used; inhibitors that contain phosphate include orthophosphate and polyphosphate. Silica must be measured only when an inhibitor containing silicate compound is used.

After successful monitoring with no Action Levels Exceedances, you will be eligible to have a reduced monitoring schedule again if new sources or new treatment are not added. As stated above, WQPs will be required for all entry points and distributions sites during four quarters during the two consecutive 6-month lead and copper tap sampling. Please provide a signed and sealed engineering report (see attached Corrosivity Engineering Report Checklist) within 7 months of the start date of the first six-month period on the results of the first two quarter of WQP samples and the first six-month tap sample results and a discussion on the corrosiveness of the treated water from the new source. The report shall be submitted to PTRS@tceq.texas.gov.

Exceptions to the above rules must be requested in writing and must be substantiated by carefully documented data. The request for an exception shall precede the submission of engineering plans and specifications for a proposed project for which an exception is being requested as required in 30 TAC Section 290.39 (l)(1). Written exception requests can be emailed to PTRS@tceq.texas.gov.

For information about the exception process, please go to the URL below:

<http://www.tceq.texas.gov/drinkingwater/trot/exception>

Please note that an "Exception Request Form" must be completed for all exception submittals.

If after you have reviewed the information available at the webpage above and you have a question regarding the exception process, please call (512) 239-4691 and ask to speak to a member of TROT about exceptions.

The well completion data consisted of the following:

- Sealed engineering drawing of the well;
- State of Texas Well Report (Tracking No. 635019);
- Well Latitude and Longitude: Lat. 28° 38' 50.92" N; Long. 96° 53' 42.02" W;
- Driller's log (geologic log and material setting report);
- Cementing certificate;
- 36-hour pumping test results;
- Executed and recorded sanitary control easements (except Property ID 59831);
- U. S. Geological Survey 7.5-minute map showing the well location;
- Three bacteriological sampling results showing no coliform contamination from Pace Analytical on November 6, 7, and 8, 2023; and,
- Chemical analysis results from Pace Analytical dated November 6, 2023 (sample results enclosed):

Primary Contaminants		
Contaminant	MCL (mg/L)	Results
Arsenic	0.01	0.00451
Fluoride	4.0	0.21
Nitrate	10 (as N)	<0.207
Nitrite	1 (as N)	<0.0922

Secondary Contaminants		
Contaminant	SCL (mg/L)	Results
Aluminum	0.2	0.0449
Chloride	300	545
Copper	1.0	<0.00364
Fluoride	2.0	0.21
Iron	0.3	0.551
Manganese	0.05	0.172
pH	≥7 (Standard Unit)	6.92
Sulfate	300	53.4
Total Dissolved Solids	1,000	1,320
Zinc	5.0	0.0522

Radionuclide Contaminants		
Contaminant	MCL	Results
Gross alpha	15 pCi/L	11.5
Beta Particle	50 pCi/L	5.23
Radium-226/228	5 pCi/L	2.2/1.16
Uranium	30 µg/L	N/A

Corrosive Water Parameters	
Parameter	Result (mg/L)
Alkalinity as CaCO ₃	252
Calcium as CaCO ₃	475
Sodium	189
Lead	0.00933

The well completion data describes construction of the following:

- One (1) public water supply well drilled to 260 feet with 195 linear feet (lf) of 6.9-inch outside diameter (od) SDR 17 polyvinyl chloride (PVC) casing and pressure-cemented 195 lf; 60 lf 6.9-inch diameter SDR 17 PVC slot screen, 5 lf of 6.9-inch od blank liner, with no gravel pack shown. The well is rated for 100 gallons per minute (gpm) with a 340 gallon per minute (gpm) 20 horsepower submersible pump with 90 feet of total dynamic head set at 252 feet deep.

This approval is for the above listed items only. Any wastewater components contained in this design were not considered. The authorization provided in this letter does not relieve a Public Water System from the need to comply with other applicable state and federal regulations.

This project may have approved the construction of facilities that may require either the creation of or update to an Emergency Preparedness Plan (EPP). Information on EPPs is available at the following website:

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https://www.tceq.texas.gov/drinkingwater/homeland_security/disasterprep/epp

If you have additional questions about EPPs, please contact the Emergency Preparedness and Response Section at 512-239-4691 or PDWEPP@tceq.texas.gov.

The Victoria County WCID 1 public water system provides water treatment.

The project is located 150 feet north of the intersection of Indiana Street and 2nd Street in Victoria County, Texas.

Texas Water Code Section 36.0015 allows for the creation of groundwater conservation districts (GCDs) as the preferred method of groundwater management. GCDs manage groundwater in many counties and are authorized to regulate production and spacing of water wells. **Public water systems drilling wells within an existing GCD are responsible for meeting the GCD's requirements.** The authorization provided in this letter does not affect GCD authority to manage groundwater or issue permits.

Please refer to the Plan Review Team's Log No. **P-08212024-177** in all correspondence for this project.

Please complete a copy of the most current Public Water System Plan Review Submittal form for any future submittals to TCEQ. Every blank on the form must be completed to minimize any delays in the review of your project. The document is available on TCEQ's website at the address shown below. You can also download the most current plan submittal checklists and forms from the same address.

<https://www.tceq.texas.gov/drinkingwater/udpubs.html>

For future reference, you can review part of the Plan Review Team's database to see if we have received your project. This is available on TCEQ's website at the following address:

<https://www.tceq.texas.gov/drinkingwater/planrev.html/#status>

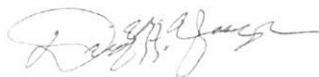
You can download the latest revision of 30 TAC Chapter 290 - [Rules and Regulations for Public Water Systems](#) from this site.

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If you have any questions concerning this letter or need further assistance, please contact Mr. Eric C. Smith at (512) 239-2288 or by email at Eric.C.Smith@tceq.texas.gov or by correspondence at the following address:

Plan Review Team, MC-159
Texas Commission on Environmental Quality
P.O. Box 13087
Austin, Texas 78711-3087

Sincerely,



David H. Yager, P.E.
Plan Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality



Craig A. Stowell, P.E., Team Leader
Plan Review Team
Plan and Technical Review Section
Water Supply Division
Texas Commission on Environmental Quality

CAS/DHY/es/av

Enclosure: Sample results
Corrosivity Engineering Report Checklist

cc: Victoria County WCID 1, Attn: David Hernandez, Operator, P.O. Box 667, Bloomington,
TX 77951-0667

William A. McCaskill, President

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bcc: TCEQ Central Records PWS File 2350001 (P-08212024-177/Victoria County WCID 1)
TCEQ Region No. 14 Office - Corpus Christi
TCEQ PWSINVEN, MC-155
TCEQ PWSCHEM, MC-155
TCEQ Daniel Tomlinson, MC-155
TCEQ PWSLCR, MC-155
TCEQ CCDPT, Attn: James-Eric Simon, MC-159

WELL #6 NEW CONSTRUCTION #2

Collected date/time: 11/07/23 09:09

SAMPLE RESULTS - 01

L1674473

Microbiology by Method Colisure

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
E.Coli	MPN/100ml		MPN/100ml	MPN/100ml	1	11/07/2023 17:00	W621/1545
Coliform,Total	Absent				1	11/07/2023 17:00	W621/1545



WELL #6 NEW CONSTRUCTION RAW #3

Collected date/time: 11/08/23 11.29

SAMPLE RESULTS - 01

L1675045

Microbiology by Method Colisure

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
E Coli	Absent		MPN:100ml	MPN:100ml	1	11/08/2023 15.10	WG2171545
Coform, Total	Absent				1	11/08/2023 15.10	WG2171545

Se

Cn

St

GI

AI

Sc

WELL CONSTRUCTION RAW WELL #6

Collected date/time: 11/06/23 10:06

SAMPLE RESULTS - 01

L1674157

Microbiology by Method Colisure

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis date / time	Batch
E Coli	MPN/100ml		MPN/100ml	MPN/100ml			
E Coli	Absent				1	11/06/2023 17:00	WE2171545
Coliform, Total	Absent				1	11/06/2023 17:00	WE2171545



WELL CONSTRUCTION RAW WELL #6

Collected date: time: 11-06-23 10:06

SAMPLE RESULTS - 02

L1674157

Gravimetric Analysis by Method 2540 (C-2011)

Analyte	Result	Qualifier	RDL	Dilution	Analysis	Batch
Dissolved Solids	1320	±	250		11-09-2023 14:30	WG2167796

Wet Chemistry by Method 2320B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
Alkalinity	252		20.0	20.0	1	11-13-2023 09:35	WG2170114
Alkalinity Bicarbonate	252		20.0	20.0	1	11-13-2023 09:35	WG2170114
Alkalinity Carbonate	<20.0		20.0	20.0	1	11-13-2023 09:35	WG2170114
Alkalinity Hydroxide	<20.0		20.0	20.0	1	11-13-2023 09:35	WG2170114
Phosphorus Alkalinity	<20.0		20.0	20.0	1	11-13-2023 09:35	WG2170114

Wet Chemistry by Method 300.0

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
Chloride	148		0.0541	0.500	1	11-07-2023 13:58	WG2166128
Fluoride	0.210	±	0.198	0.500	1	11-07-2023 13:16	WG2166128
Nitrate	<0.207		0.207	0.500	1	11-07-2023 13:16	WG2166128
Nitrite	<0.0922		0.0922	0.500	1	11-07-2023 13:16	WG2166128
Sulfate	53.4		0.393	0.700	1	11-07-2023 13:58	WG2166128

Metals (ICP) by Method 200.7

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
Aluminum	0.0441	±	0.0353	0.500	1	11-05-2023 15:49	WG2166216
Arsenic	0.00451	±	0.00418	0.0200	1	11-05-2023 15:49	WG2166216
Cadmium	100		0.0408	1.00	1	11-05-2023 15:49	WG2166216
Copper	<0.00364		0.00364	0.0200	1	11-05-2023 15:49	WG2166216
Iron	0.557		0.0302	0.500	1	11-05-2023 15:49	WG2166216
Lead	0.00933	±	0.00312	0.0100	1	11-05-2023 15:49	WG2166216
Manganese	0.172		0.00557	0.0500	1	11-05-2023 15:49	WG2166216
Sodium	189		0.178	1.00	1	11-05-2023 15:49	WG2166216
Zinc	0.0522		0.0106	0.0250	1	11-05-2023 15:49	WG2166216

Se

Cn

Sr

Br

GI

Br

Se

Radiochemistry by Method 900

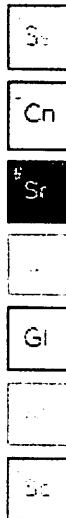
Analyte	Result	Qualifier	2 sigma CE	TPU	MDA	Lc	Analysis Date	Batch
	pCi/l				pCi/l	pCi/l	date-time	
GROSS ALPHA	11.5		5.27	3.25	5.94	3.49	12/19/2023 15:54	<u>WG218709E</u>
GROSS BETA	5.23		2.40	0.532	2.86	1.51	12/19/2023 15:54	<u>WG218709E</u>

Radiochemistry by Method 904/9320

Analyte	Result	Qualifier	2 sigma CE	TPU	MDA	Lc	Analysis Date	Batch
	pCi/l				pCi/l	pCi/l	date-time	
RADIUM 226	1.75		0.227		0.360		01/09/2024 21:10	<u>WG2197570</u>
(f) Barium	///					30.0-143	01/09/2024 21:10	<u>WG2197570</u>
(f) Yttrium	///					30.0-136	01/09/2024 21:10	<u>WG2197570</u>

Radiochemistry by Method SM7500Ra B M

Analyte	Result	Qualifier	2 sigma CE	TPU	MDA	Lc	Analysis Date	Batch
	pCi/l				pCi/l	pCi/l	date-time	
RADIUM 226	2.20		0.545	0.254	1.254	0.175	01/05/2024 18:45	<u>WG2201473</u>
(f) Barium-133	96.4					30.0-143	01/05/2024 18:45	<u>WG2201473</u>





WATER WELL FACILITIES AREA AGREEMENT

This Water Well Facilities Agreement (this "Agreement"), is by and between EMERALD CITY INVESTMENTS SERIES 1, LLC, a Texas limited liability company, whose address is PO BOX 7578, Victoria, Texas 77903 (hereinafter referred to as "Grantor"), and Victoria County Water Control & Improvement District #1 (hereinafter referred to as "WC&ID#1" or "Grantee"), a water control and improvement district, with offices at 93 Illinois St, Bloomington, Texas 77951 (the "Grantee").

For the consideration of \$1.00 (One) Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby permit and allow Grantee, its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it, a Water Well Facilities and extra/additional Water Well Facilities area(s), if any, on, over, though, across and along the portion of property, as more particularly described or depicted in Exhibit "A" and Exhibit "B" attached hereto (collectively, the "Water Well Facilities Area"), for ingress, egress, access, use and occupancy for the construction, installation, drilling, and operation of an emergency water well and related appurtenances for providing domestic water supply to the area, and for the removal (the "Water Well Facilities").

The Grantee covenants and agrees that at all times the Water Well Facilities Area is in existence, Grantee shall fully comply with the following requirements. Grantee's failure to comply with any of the provisions contained in this Agreement for a period of thirty (30) days following written notice of default shall give the Grantor the right to unilaterally terminate this Agreement.

1. Term. The term of the Water Well Facilities Area Agreement shall automatically and immediately renew annually every year from the date of this agreement for a period of Fifty (50) Years. This Agreement will automatically renew annually on the anniversary of the execution date of this agreement (under the same terms and conditions) as long as the Grantee is in compliance with the existing agreement.
2. Survey Plats/ Exhibits. Upon first obtaining Grantor's written consent, Grantee may have the right to select the exact location of the Water Well Facilities Area on Grantor's property. If the final location of the Water Well Facilities Area is changed or altered in any way, then Grantor and Grantee shall amend this Agreement by substituting Exhibit "A" and Exhibit "B" with a new Exhibit "A" and Exhibit "B" depicting the exact and final location of the Water Well Facilities Area. If the final survey of the Water Well Facilities Area increases in size, then an additional payment shall be made to Grantor on a pro rata basis. If the final survey does not increase the size of the Water Well Facilities Area, then Grantor shall retain all funds paid to it by Grantee with no refund required.
3. Repairs. Grantee shall, promptly upon termination of this Agreement: (i) level, contour, regrade and reseed, to the extent necessary, the surface of the Water Well Facilities Area to, as reasonably practicable, the same condition as prior to Grantee's operations on the Water Well Facilities Area; and (ii) restore or replace any fences damaged by Grantee or anyone acting by, through or under Grantee in the exercise of the rights granted herein.
4. AS-IS. Grantee understands that Grantor has not inspected the condition of the Water Well Facilities Area, and that this grant is on an "AS IS, WITH ALL FAULTS" basis and at the sole risk of Grantee with respect to the condition of the Water Well Facilities Area, in its current condition, with all defects, if any.
5. Consideration. The amount of consideration paid by Grantee is based solely on the Grantee's affirmation the WC&ID#1 is in need of a suitable location for an emergency water well.
6. Trimming. Subject to Grantor's prior written approval and consent, Grantee has the right, during the term of this Agreement, without paying any damages to Grantor, to mow and/or trim or cut down or eliminate any trees or shrubbery from the Water Well Facilities Area. All trees and brush removed during the activities permitted herein and other debris generated during the term of this Agreement shall be immediately removed to an authorized disposal site. The method of removal shall be selected by Grantee.

7. **Permits.** Grantee agrees to comply in all respects, at its sole cost, with all applicable federal, state and local laws, rules, and regulations which are applicable to Grantee's activities hereunder.
8. **Assignment.** Grantee shall have the right to assign this Agreement, in whole or in part only to an entity owned and controlled by Grantee, being a permitted assignment. Any other assignment shall be void without Grantor's written consent. All modifications to this Agreement must be in writing and signed by both parties.
9. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original of this Agreement but all of which, taken together, shall constitute one and the same Agreement and be binding upon the parties who executed any counterpart, regardless of whether it is executed by all parties named herein.
10. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes any and all prior oral understandings and/or agreements, if any, concerning the subject of this Agreement. Grantor confirms and agrees that Grantor has been made no promise or agreement by Grantee or any agent of Grantee (which is not expressed or referenced specifically within the Agreement) in executing this Agreement, that Grantor is not relying upon any statement or representation of Grantee or any agent of Grantee and that Grantor's execution of this Agreement is free and voluntary; this Agreement may not be modified or amended except on or after the date hereof by a writing signed by the party against whom said modification or amendment is to be enforced and no party shall be liable or bound to any other party in any manner except as specifically set forth herein.
11. **No Recording.** It is agreed that neither this Agreement nor any amendment thereto will be filed in any public records without the advance and explicit written authorization of the Grantor.
12. **Indemnity.** Grantee and its successors and assigns hereby assume any and all liability for any damage to property, both real and personal, or injuries to persons (including death) directly resulting from or arising out of the construction, installation, operation, maintenance, inspection, repair, removal or replacement of the Water Well Facilities or use of the Water Well Facilities Area, and Grantee agrees to indemnify and hereby does indemnify, save, protect and hold harmless Grantor, its subsidiaries, affiliates, and the officers, directors, employees, contractors and agents of same, and their respective successors and assigns, from and against any and all liability, damages, suits, actions, costs and expenses of whatever nature (including, without limitation, reasonable attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) for damage to property (including damage to the environment directly resulting from the operation, maintenance, replacement or construction of the Water Well Facilities or use of the Water Well Facilities Area) or injuries to persons (including death) including, without limitation, any employee, invitee or agent of Grantee or Grantor, their subsidiaries, affiliates, contractors or agents, or any other person (any of the foregoing being hereinafter referred to as a "**Claim**") where such Claim is caused by the Water Well Facilities or Grantee, or where such Claim arises out of Grantee's and/or its contractors' operations hereunder or otherwise relates to the construction, installation, operation, maintenance, inspection, repair, removal or replacement of the Water Well Facilities or use of the Water Well Facilities Area; provided, however, Grantor shall bear any and all such liability, damage, cost or expense arising out of, in connection with or attributable to its own gross negligence, but only to the extent of such gross negligence.
13. **Clean-Up.** Upon completion of the laying, constructing and installing of Grantee's Water Well Facilities, Grantee agrees to clear any work areas, any areas used for access to the work area, and the right-of-way of all debris and to restore them to substantially the same condition existing prior to Grantee's entry and use of said area and Water Well Facilities Area.
14. **Insurance.** Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth in Exhibit "C" attached hereto and incorporated herein by reference (the "**Insurance Requirements**").
15. **Access & Safety/Security.** Grantee shall comply with any and all safety and security practices and procedures issued by Grantor from time to time. Grantee (including any of its employees, contractors, and agents and sub-contractors) shall perform, honor, and perform all of the following in order to access the Water Well Facilities Area:

- i. Abide by all safety equipment requirements during all times while located within the Water Well Facilities Area or on any portion of Grantor's land or property (including without limitation hard hats, safety glasses, safety vests, footwear and other gear);
- ii. Comply with any and all COVID and other disease safety rules and procedures administer from time to time by Grantor, which include without limitation, the wearing of safety masks and face coverings, temperature checks, completing COVID forms and information documents;
- iii. Grantor shall not be required to move or relocate any stored materials, equipment or structures on Grantor's property unless Grantee first agrees to pay for any and all costs and expenses of Grantor for any such relocations.

16. Restoration/Protection.

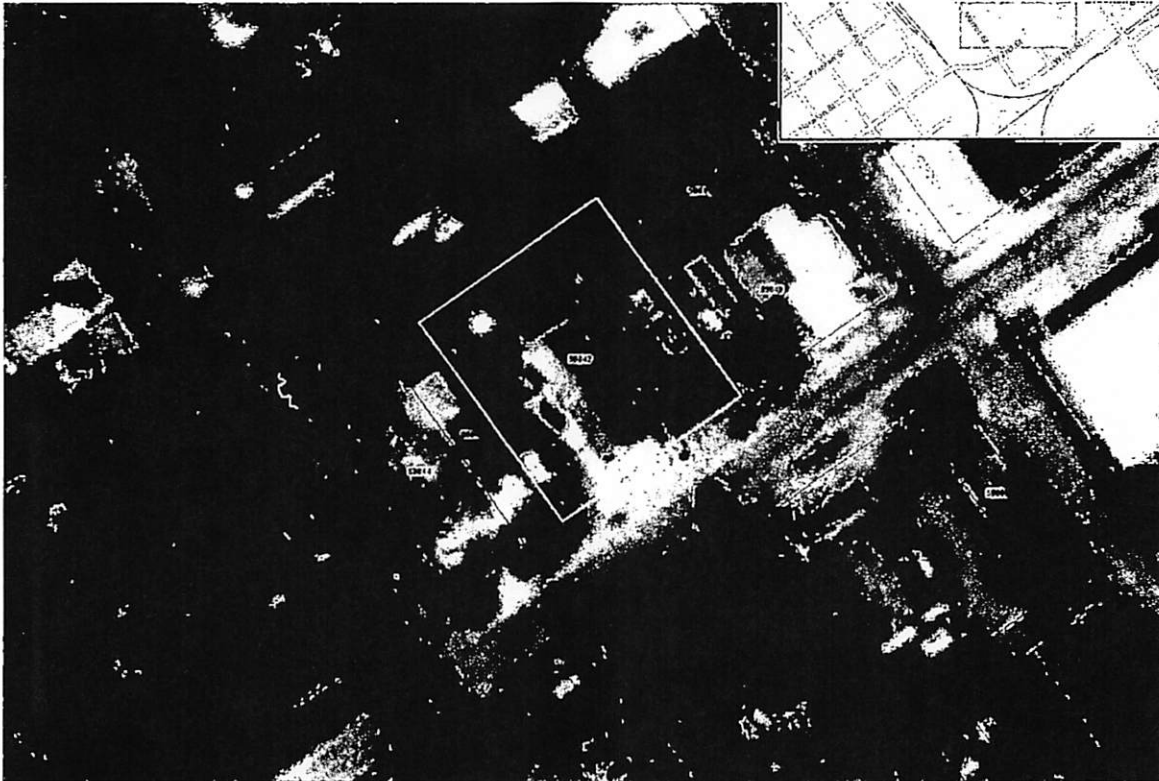
- (a) Promptly upon the completion of construction of the Water Well Facilities or other operations hereunder, but in no event later than thirty (30) days, excluding force majeure, Grantee shall begin to fill all excavations and level the land affected by said operations and otherwise restore the surface of the Water Well Facilities Area and Grantor's property to, as nearly as practicable, the same condition as existed prior to the beginning of such operations. Grantee will perform any necessary remedial work required as a result of settling, erosion or other conditions. Should Grantee fail to restore the surface of the Water Well Facilities Area and Grantor's property and after receiving notification of its failure to comply with this provision, Grantor may, at its sole option, restore the surface at Grantee's expense.
- (b) Grantee shall protect in place all of Grantor's facilities, buildings, structures, equipment and materials located on the Grantor's property, and Grantee shall be responsible for any damage, interference, or settlement to Grantor's facilities (including without limitation, existing pipelines, roadways, driveways, utility lines, tanks, pumps, and utility poles located on the property or adjacent thereto). Grantee shall reimburse Grantor for any repairs to Grantor's facilities, to the extent such damage or repair is caused by Grantee, Grantee's facilities, the Water Well Facilities, or any person or entity acting by, through or under Grantee.

TO HAVE AND TO HOLD the rights, privileges and authority hereby granted unto Grantee for the term described herein.

Next Page is the Signature Page.

Exhibit "A"
Aerial Map of Property

Property Address: 106 W. Second Street, Bloomington, Texas
Property Tax ID: R59842



Lot 9 Block G SPS Addition to
Bloomington, Victoria County Texas

Exhibit "B"



Exhibit "C"
Insurance Requirements

Without limiting the indemnity obligations or liabilities of Grantee, or its insurers, provided herein, Grantee agrees at all times this Agreement is in effect to carry and maintain at its sole expense policies of insurance ("the Policies") of the types and in the minimum amounts and comply with the other requirements set forth below:

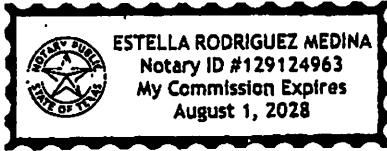
Grantee shall procure or cause its contractors and subcontractors to procure and maintain in force throughout the entire term of this Agreement insurance coverage described below for work performed related to the construction of the Water Well Facilities. All costs and deductible amounts will be the responsibility and obligation of the Grantee or its contractors and subcontractors. Prior to commencing any activities related to the construction of the Water Well Facilities, the Grantee must deliver to Grantor certificate(s) of insurance, including Grantor as additional insured on the general liability and sudden and accidental pollution insurance. The limits set forth below will not be construed to limit the Grantee's liability hereunder:

- a) Workers' Compensation insurance complying with the laws of the State or States having jurisdiction over each employee and Employer's Liability insurance with limits of \$1,000,000 per accident for bodily injury or disease.
- b) Commercial General Liability insurance with a combined single limit of \$2,000,000 each occurrence, an annual aggregate of \$2,000,000. Coverage must include premises/operations, products/completed operations, and sudden and accidental pollution.
- c) The Sudden and Accidental Pollution, which may be a separate, stand alone policy, but must still meet the \$2,000,000 limit requirement. If the coverage is written on a claims-made policy form, the coverage must be maintained for two (2) years following completion of the work activities related to the Water Well Facilities Area.
- d) In each of the above policies, the Grantee or its contractors and subcontractors agree to waive and will require its insurers to waive any rights of subrogation or recovery either may have against Grantor and its Affiliates.
- e) Regardless of the insurance requirements above, the insolvency, bankruptcy, or failure of any such insurance company providing insurance for the Grantee or its contractors and subcontractors, or the failure of any such insurance company to pay claims that occur, such requirements, insolvency, bankruptcy or failure will not be held to waive any of the provisions hereof.
- f) The Grantee shall require all of its contractors and subcontractors for work related to the construction of the Pipeline to provide adequate insurance coverage, and any deficiency in the coverage, policy limits, or endorsements of said contractors and subcontractors, shall be the sole responsibility of the Grantee.
- g) The minimum insurance protection amounts set forth in the Policies shall be increased from time to time upon request by Grantor to an amount which is commercially reasonable at the time.

SIGNATURE PAGE TO
WATER WELL FACILITIES AGREEMENT

EXECUTED on September 13th, 2024, but to be effective as of February 20, 2023.

OWNER:
EMERALD CITY INVESTMENTS SERIES 1, LLC
a Texas limited liability company



By: JW Ellis

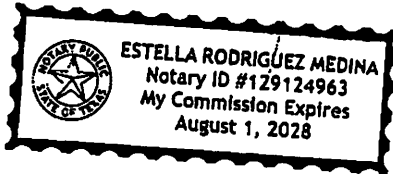
Printed Name: J.W. Ellis For Emerald City Investments

Title: Director

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on the day of September 13, 2024, personally appeared Terrence W Ellis known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Estella Rodriguez Medina
Notary Public in and for THE STATE OF TEXAS
My Commission Expires: August 1, 2028



WC&ID #1:

a _____

By: William A. McAspune

Printed Name: WILLIAM A. McASPUNE

Title: PRESIDENT

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on the day of September 15, 2024, personally appeared William A. McAspune known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that executed the same for the purposes and consideration therein expressed.

Estella Rodriguez Medina
Notary Public in and for THE STATE OF TEXAS
My Commission Expires: August 1, 2024

ATTACHMENTS:

- Exhibit "A" – Aerial Maps of Property
- Exhibit "B" – Survey Plat of Water Well Facilities
- Exhibit "C" – Insurance Requirements

ORIGINAL SCANNED AND
RETURNED TO

Estella Rodriguez
DATE 9/16/2024

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Heidi Easley

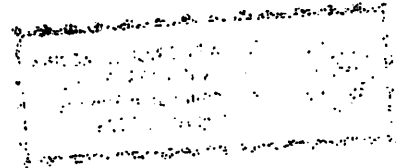
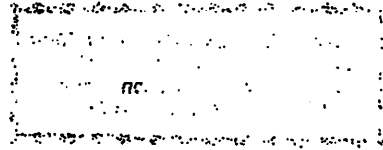
Heidi Easley, County Clerk
Victoria County Texas

September 16, 2024 03:10:59 PM

Sarita De La
Garza

FEE: \$48.00
AGM

202407978




Confirmation of the Contiguous Tracts of Groundwater Control

The Victoria County Groundwater Conservation District requires certain information to be supplied with production permit requests including information regarding the boundary and size of the related tracts of groundwater resources controlled by the owners of groundwater resources associated with the production permit request. This form may be used to confirm details regarding the spatial aspects of a permitting request by the applicant.

The map below illustrates the boundary of the contiguous tracts of groundwater control (dashed line symbol) associated with permitting request PRC-20231003-04 as understood by the district. In addition, the map illustrates the location of any water wells registered with the district within the boundary (cross symbol).

The calculated area of the contiguous tracts of groundwater control is 0.65 acres.

By my signature, I confirm that the boundary of the subject tract of groundwater control, the calculated acreage for the boundary, and the location of existing wells within in the boundary are accurately represented on this form.


Signature of the Applicant

9-27-24 2PM
Date

WILLIAM A. MCCASKILL
Printed Name

Printed Date: September 16, 2024



Disclaimer: The records, files, and documents maintained by the Victoria County Groundwater Conservation District (District) contain data and information from many sources. The District cannot guarantee the accuracy or validity of such data and information. The District specifically disclaims any warranty or guarantee relating to the accuracy or validity of any such data and information. All users of such data and information should conduct such investigation and review as necessary to independently determine the accuracy or validity of such data and information.

Confirmation of the Contiguous Tracts of Land Control

The Victoria County Groundwater Conservation District requires certain information to be supplied with production permit requests including information regarding the boundary and size of the related tracts of land controlled by the owner of the subject wells associated with the production permit request. This form may be used to confirm details regarding the spatial aspects of a permitting request by the applicant.

The map below illustrates the boundary of the contiguous tracts of land control (dashed line symbol) associated with PRC-20231003-04 as understood by the district. In addition, the map illustrates the location of any water wells registered with the district within the boundary (cross symbol).

The calculated area of the contiguous tracts of land control is 0.24 acres.

By my signature, I confirm that the boundary of the subject tract of land control, the calculated acreage for the boundary, and the location of existing wells within in the boundary are accurately represented on this form.


Signature of the Applicant

9-27-24 2PM
Date

WILLIAM A. McCASKILL
Printed Name

Printed Date: September 16, 2024



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