

MONITORING WELL AGREEMENT

THE STATE OF TEXAS

UPPER TRINITY GROUNDWATER CONSERVATION DISTRICTS

PARTIES TO AGREEMENT:

WELL OWNER: _____

Well Owner's Mailing Address: _____

Phone: _____ Email: _____

WELL OWNER'S PROPERTY:

(1) If platted lot, Lot and Block Description

(2) Well GPS Coordinate N _____, W _____

(3) That certain _____-acre tract in _____ County, Texas, associated with street address

_____.

DISTRICT: Upper Trinity Groundwater Conservation District

District's Mailing Address: P O Box 1749
Springtown, TX 76082

For the sum of TEN AND NO/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Well Owner and District hereby agree as follows:

AGREEMENT:

ARTICLE I - TERM

1.1 **Effective Date.** This Monitoring Well Agreement between the Well Owner and the District (the "*Agreement*") is effective as of _____ (the "*Effective Date*").

1.2 **Right to Terminate Agreement.** The Well Owner and the District agree that the Well Owner and the District may terminate this Agreement with respect to an individual Well or with respect to all Wells (a) at any time after the Effective Date of this Agreement by providing written notice to the other party at least one hundred twenty (120) days prior; or (b) at any time by mutual written agreement of the parties. In the event of either such termination of (a) or (b) above (the "*Early Termination*"), the Well Owner may request in

writing that the District properly cap the Well, or the Well Owner may begin or continue to use the Well if allowed to do so by all applicable laws and regulations, including the rules of the District. All equipment belonging to or installed by the District at the Wells, if any, shall at all times belong to the District and, in the event of Early Termination of this Agreement or expiration of the Term, the Well Owner shall allow the District one hundred twenty (120) days from either the notice of termination or expiration of Term, as applicable, to remove any such equipment from the Wells. Upon any termination, the District agrees to restore the site to the condition as of the Effective Date to the extent practicable from any of its activities.

1.3 **Term of Agreement.** The Agreement shall commence on the Effective Date and terminate upon the expiration of ninety-nine (99) years after the Effective Date unless terminated earlier according to provisions herein (the "**Term**").

ARTICLE II – DISTRICT USE AND PURPOSE OF WELLS

2.1 **Use and Purpose of Wells.** The Well Owner authorizes the District to access one or more of the Well Owner's water well(s) located at N_____, W_____ (individually or collectively herein referred to as the "**Well**" or "**Wells**") for any of the following purposes: (a) monitoring the groundwater level for inclusion in the District's Water Well Monitoring Program (the "**Program**") as further described in sub-paragraph A below, (b) collecting water quality samples, or (c) other studies of groundwater that the parties may agree upon in the future (collectively (a) (b) and (c) above, the "**District Uses**"). The Well Owner specifically retains all rights of ownership to the Well Owner Property.

A. **Description of Program.** A monitoring probe may be placed in the Wells below the static water level. If so, a cable will run from the probe to the surface. The probe will measure and store water level changes daily. The District will download the readings on a periodic basis. The District may install equipment at the Wells to send the information to the District's computer on a "real-time" basis. The District may physically measure the water levels in the Well by means of a measuring tape or other equipment suited for that purpose. The District may collect water samples from the Well for water quality analysis, and conduct other studies mutually agreeable to the parties which further the knowledge of groundwater conditions in the local area.

B. **Data from Program.** The District shall make data gathered from the well available to the Well Owner at no cost to the Well Owner

2.2 **Costs of District Uses.** The District shall pay any and all costs associated with the installation, operation and maintenance of the equipment used in the Program of the District or for any District Uses.

2.3 **Regulatory Compliance and Safety.** The District, its employees, contractors, and agents agree to comply at all times with all applicable laws, rules, regulations and safety standards in connection with the District Uses.

2.4 Well Owner Activities. The Well Owner agrees that if the Well Owner needs to drill a water well, install a septic tank, septic tank drain field, or any other activity that could disrupt the District Uses, including groundwater data collection from the Well, the Well Owner shall make diligent effort to avoid unreasonable interference with the Program and District Uses. If the Well Owner intends to pull or rework the Well or its pump, the Well Owner shall make diligent effort to protect and maintain any air line installed in the well for monitoring purposes. If the Well Owner intends to engage in any such activities or projects, the Well Owner shall notify the District in advance in an effort to minimize any interference with the Program or District Uses.

ARTICLE III – DISTRICT ACCESS TO WELLS AND UTILITIES

3.1 Access. The District shall have the right of pedestrian and vehicular ingress and egress over, across and upon Well Owner’s Property subject to reasonable regulation by the Well Owner, for the purposes of accessing the Well and for operating, repairing, inspecting, maintaining, replacing, and removing equipment in the Well.

3.2 Utilities. The District shall have the right to access utility lines in order to provide any telecommunications and electrical service to the Well as necessary for the District Uses. If utility lines are not accessible to the Well, District may extend such utilities as necessary at District’s sole cost and expenses, subject to the consent of Well Owner as to the location.

[IF INDIVIDUAL]

WELL OWNER:

Printed Name: _____

Date

[IF ENTITY]

WELL OWNER:

UPPER TRINITY GROUNDWATER
CONSERVATION DISTRICT:

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____