



SAN ANTONIO BASIN GROUNDWATER SUSTAINABILITY AGENCY

WELL VERIFICATION REQUEST

The undersigned Applicant¹ is submitting an application (“County Application”) to the Santa Barbara County (“County”) Environmental Health Services (“EHS”) for a permit to construct a water well. Pursuant to Paragraph 9 of Executive Order N-7-22 and County Urgency Ordinance No. 5158 (“County Urgency Ordinance”), before County EHS may grant said County Application it must obtain a written verification (“Well Verification”) from the San Antonio Basin Groundwater Sustainability Agency (“Agency”) that “groundwater extraction by the proposed well would not be inconsistent with any sustainable groundwater management program established in” the San Antonio Basin Groundwater Sustainability Plan (“Plan”) and “would not decrease the likelihood of achieving a sustainability goal for the basin.”

The Applicant hereby requests that the Agency review the County Application, and this well verification request, including the Well Verification Request Agreement, attached hereto as Attachment A, and the supplemental materials requested herein, (collectively, “Well Verification Request”) to determine whether to issue a Well Verification.

Request Type:

- New Well* (as defined in Section 34A-23(a)(5) of the County Urgency Ordinance)
- Alteration of an Existing Well* (as defined in Section 34-23(a)(1) of the County Urgency Ordinance)
- Replacement Well (as defined in Section 34A-23(a)(8) of the County Urgency Ordinance)
- Modified Well (as defined in Section 4.d of Resolution No. 22-001).

* NOTE: The Agency has determined through Resolution No. 22-001 that it cannot issue a Well Verification for a New Well or Alteration of an Existing Well because the Plan documents that the Basin is experiencing chronic lowering of groundwater levels and a reduction in groundwater in storage such that New Wells or Alteration of an Existing Wells would be inconsistent with the Plan. The Basin’s water budget, documented in the Plan, indicates that the annual volume of groundwater extracted from the Basin (by pumping) has historically been greater than the Basin’s sustainable yield² (the average annual change in groundwater in storage during the

¹ For the purposes of this well verification request, Applicant collectively refers to the individual seeking a County Application and a Well Verification Request from the Agency and the property owner (“Owner”) where the well is to be located, if different from the Applicant.

² Sustainable yield is defined in the Sustainable Groundwater Management Act (SGMA) as “the maximum quantity of water, calculated over a period representative of long-term conditions in the basin and including any temporary surplus that can be withdrawn annually from a groundwater supply without causing an undesirable result”. (Wat. Code, § 10721(w).)

Basin's historical water budget period [1981-2018] was a decrease of 10,600 acre-feet) as defined in the GSP. Therefore, a New Well or an Alteration of an Existing Well would result in additional groundwater extraction from the Basin above the baseline extraction amounts considered in the Plan and contribute to chronic lowering of groundwater levels and a reduction in groundwater storage in the Basin.

Information Required to Process Request:

Complete County Application

Site Vicinity Information:

- Map of any existing wells on the parcel, including the original well(s) that will be abandoned for a Replacement Well, relative to the proposed well
- Summary and map of proposed irrigated area and crop type information, or other information summarizing the proposed well water use

Well Information:

- Assessor's Parcel Number(s) for:
 - Original Well: _____
 - Replacement Well: _____
 - Irrigated areas(s): _____
- Pump Specifications (Replacement Well and original well(s) that will be abandoned, or Modified Well and well as originally constructed)
 - Pump Curve
If pump curve is not available, expected pump type, number of bowls, pump diameter, pump horsepower, revolutions per minute (RPM), and lift
 - Replacement Well or Modified Well system pressure in the discharge line and total pressure head of system
- Estimated groundwater levels at the time of the County Application in the Replacement Well or Modified Well and measured or estimated groundwater levels when the original well was installed.

Original Well Information (if Original Well Completion Report information is unavailable):

- Original Well Coordinates and Elevation:
 - Latitude _____ ; Longitude _____
 - Elevation: _____ ft amsl
- Original Well Construction Information (based on video-log or well survey)
 - Total Depth: _____ ft bgs
 - Screened Intervals: _____ ft bgs
 - Well Diameter: _____ in
- Documentation of original well production rate:
 - Estimated (method used and assumptions), or
 - Measured (method, data provided)

Well Verification Request Agreement (fully executed)

APPLICANT

Applicant Signature: _____

Applicant Name/Position: _____

Applicant Mailing Address: _____

Applicant Contact Information (phone/email): _____

APPLICANT - OWNER (if different from Applicant)

Owner Signature: _____

Owner Name/Position: _____

Owner Mailing Address: _____

Owner Contact Information (phone/email): _____

AGENT (Property Manager/Consultant)

Agent Name/Position: _____

Agent Contact Information (phone/email): _____

WELL VERIFICATION REQUEST AGREEMENT

This Well Verification Request Agreement (“Agreement”) is by and between the undersigned Applicant and the Agency.³ In consideration of the following mutual covenants set forth herein and for other consideration, including the not limited to the Agency’s time and resources spent on evaluation of the Applicant’s Well Verification Request, the receipt and sufficiency of which is hereby acknowledged, the Applicant and Agency hereby agree as follows:

1. Indemnification. As part of the County Application and Well Verification Request pursuant to Governor Newsom’s Executive Order N-7-22 and the County Urgency Ordinance, the Applicant, individually and collectively agree to indemnify, defend (with counsel approved by the Agency within its reasonable discretion), and hold harmless the Agency, the San Antonio Basin Water District, and the Los Alamos Community Services District, and all their respective officers, elected officials, members, employees, consultants, contractors, and agents (individually and collectively the “GSA Parties”) as follows:

- A. From and against any and all claims, demands, actions, proceedings, lawsuits, losses, damages, costs, judgments, and/or liabilities of any kind arising out of, related to, or in connection with the County Application, Well Verification Request and Well Verification, or to attack, set aside, void, or annul, in whole or in part, an approval of any part of the County Application, Well Verification Request and Well Verification.
- B. From any and all causes whatsoever, including the acts, errors, or omissions of the Applicant and his, her, its, and/or their respective officers, officials, employees, agents, consultants, and contractors (hereinafter “Claim”); and
- C. For any and all costs and expenses (including but not limited to attorneys’ and consultants’ fees and costs) incurred by the GSA Parties in connection with any Claim except where such indemnification is prohibited by law.

The indemnification obligation of the Applicant does not apply to the GSA Parties’ sole negligence or willful misconduct.

2. Defense. Applicant shall permit the GSA Parties, with the GSA Parties’ sole discretion, to direct and participate in the defense of any Claim, including but not limited to, use of GSA Parties’ counsel to defend the Claim, but such participation shall not relieve the Applicant of any obligation imposed by this Agreement. In the alternative, the GSA Parties shall have the right not to participate in the defense.

3. Obligations. This Agreement and the obligations of the Applicant set forth herein shall remain in full force and effect throughout any and all stages of review, reconsideration, challenge, or litigation, including any and all appeals of any lower court decrees, orders, or judgments, and regardless of whether the Applicant has brought any claim, action, or demand against the GSA Parties. The obligations of the Applicant under this Agreement shall survive and apply regardless of whether any GSA approval is invalidated, set aside, expires, or is abandoned for any reason.

³ Capitalized terms have the same meaning as the terms defined in the Well Verification Request and Agency Resolution No. 22-001 unless otherwise defined herein.

The Applicant is solely responsible for compliance with all local, state, and federal laws and for obtaining necessary authorizations, approvals, and/or permits from other local, state, and federal agencies. Any failure of the Applicant to comply with applicable laws or to obtain necessary authorizations, approvals, and/or permits shall not invalidate this Agreement or excuse the obligations of the Applicant under this Agreement except where such indemnification is prohibited by law.

4. Successors and Assigns. The obligations of Applicant under this Agreement shall be binding upon each and every of their respective successors, assigns, and transferees of any interest in the water well permit or water well that is the subject of the County Application. The Applicant shall cause all successors, assigns, and transferees to be so obligated; provided that the Applicant shall be and remain personally obligated to all of the terms of this Agreement, notwithstanding any attempt to assign, delegate, or otherwise transfer any of the obligations of this Agreement, and notwithstanding a change in ownership or any transfer or conveyance of any interest in the water well permit or water well that is the subject of the County Application.

5. Stipulation, Release, or Settlement. The Applicant shall not execute, pay, or perform pursuant to, any stipulation, release, settlement agreement, or other disposition of the matter on any Claim unless the Agency and GSA Parties have approved the stipulation, release, or settlement agreement in writing, such approval not to be unreasonably withheld. In no case shall the Applicant assume, admit, or assert any fault, wrongdoing, or liability on the part of the GSA Parties as a condition of or as part of any stipulation, release, settlement, or otherwise.

6. Acknowledgments. The Applicant and acknowledges by their initials the following as understood and true:

_____ I acknowledge that the SGMA requires that the Agency, as the exclusive GSA for the Basin, sustainably manage the groundwater resources of the Basin.

_____ I acknowledge that the Agency is authorized by SGMA to limit extractions within its jurisdiction including extractions from a well permitted pursuant to the County Application and that a well permit issued by County EHS does not guarantee the extraction of any specific amount or quality of water now or in the future. (Wat. Code, § 10726.4(a)(1).)

_____ I acknowledge the Agency cannot and does not guarantee any defined water use, water level, or water quality in the Basin.

_____ I acknowledge and agree to pay the reasonable cost, as determined by the Agency by resolution, to review the County Application and Well Verification Request.

_____ I acknowledge the Agency is not responsible for or otherwise liable for any costs, investments, or payments related to any groundwater well permitted pursuant to the County Application, including pumping fees, extraction limits, costs related to well failure, well deepening, increased maintenance, replacement, or operational costs.

_____ I acknowledge that the proposed water well, as applicable, will be operated in compliance with all current and future laws, rules, and regulations, including, but not limited to,

compliance with any applicable provisions of the Plan such as well registration, well metering and groundwater production reporting requirements.

_____ I acknowledge that, if the Agency issues a Well Verification, the Agency does not make any representation, assurance or warrant as to whether the use of the well permitted by County EHS, once constructed, will be or become inconsistent with any sustainable groundwater management program established in the Plan and/or decrease the likelihood of achieving the sustainability goal for the Basin.

_____ I acknowledge and certify that to the best of my knowledge that the information contained in the County Application and Well Verification Request is true and accurate.

_____ I acknowledge that any Well Verification issued by the Agency is based on the information contained in the County Application and Well Verification Request and on the representations of the Applicant set forth therein. Any Well Verification is made only upon information known at the time it is made. The Department of Water Resources has not yet approved the Plan for the Basin and the Agency may be required to revise or amend the Plan in a manner that impacts any Well Verification issued by the Agency.

7. No Waiver. Any failure, actual or alleged, on the part of the GSA Parties to monitor or enforce compliance with any of the requirements or provisions of this Agreement shall not be deemed as a waiver of any rights on the part of the GSA Parties.

8. Authority. Each person signing this Agreement represents and warrants that such person has the power, is duly authorized, and has the capacity to enter into this Agreement and that this Agreement is a valid and legal agreement binding on the Applicant and enforceable in accordance with its terms.

9. California Law. This Agreement is governed by the laws of the State of California. Any litigation regarding this Agreement or its contents must be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

10. Severability. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

11. Complete Agreement. This Agreement shall constitute the complete understanding of the parties with respect to the matters set forth herein. No party is relying on any other representation, oral or written.

12. Counterparts. This Agreement may be signed in counterparts and must be signed by all Applicant(s).

The Applicant and Agency agree to be bound by the terms of this Agreement as of the last date signed below.

APPLICANT:

Signed _____
Name of Person Signing _____
Title: _____
Date: _____

APPLICANT - OWNER (Owner, if different than Applicant):

Signed _____
Name of Person Signing _____
Title: _____
Date: _____

AGENCY

Signed _____
Name of Person Signing _____
Title: _____
Date: _____