



UPPER SAN LUIS REY GROUNDWATER MANAGEMENT AUTHORITY APPLICATION AND PROCEDURES FOR WELL PERMIT VERIFICATION

The Applicant is submitting an application (“County Application”) to the County of San Diego (“County”) Environmental Health & Quality (“DEHQ”) for a permit to construct a water well. Pursuant to Paragraph 9 of Executive Order N-7-22, before County DEHQ may grant said County Application for a new or modified well permit within the Upper San Luis Rey Valley Groundwater Basin (DWR No. 9-007.01), the County must first obtain a written verification (“Well Verification”) from the Upper San Luis Rey Groundwater Management Authority (“Authority” or “USLRGMA”), which serves as the exclusive GSA for the Upper San Luis Rey Valley Subbasin (“Subbasin”), a Department of Water Resources designated medium priority subbasin.

Well Verification is subject to approval by the Authority under the following conditions:

- 1) Submission by the well owner/operator of a complete application for review by the Authority to evaluate and determine whether the proposed new or modified well will be consistent with any sustainable groundwater management program established in the Groundwater Sustainability Plan (GSP) adopted by Authority (as successor to the Pauma Valley Groundwater Sustainability Agency), and would not decrease the likelihood of achieving a sustainability goal for the Subbasin;
- 2) Submission to the Authority of a one-time fee to cover the Authority’s costs for application processing and the evaluation for undesirable results and consistency with the adopted GSP
- 3) Agreement by the applicant to comply with all applicable Authority regulations, fees and management actions.

An applicant wanting to construct a new or modified well must submit a final approved copy of this application, signed by the Administrator of the Authority, to the San Diego County DEHQ to prior to the County approving your Water Well Permit Application form.

APPLICANT

Applicant Name/Position: _____

Applicant Mailing Address: _____

Applicant Contact Information (phone/email): _____

APN Number of new or modified well location: _____

APPLICANT - OWNER (if different from Applicant)

Owner Name/Position: _____

Owner Mailing Address: _____

Owner Contact Information (phone/email): _____

Request Type:

- New Non-De Minimis Well
- New De Minimis Well (less than 2-acre feet per year)
- Replacement Well
- Alteration or Modification of an Existing Well

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.
 - Map of other existing wells within 500 feet of the proposed well.
 - Summary and Map of proposed irrigated area and crop type information, or other information summarizing the proposed well water use.

Proposed Well Information:

- Assessor's Parcel Number(s) for:
 - Proposed Well: _____
- Latitude: _____; Longitude: _____
- Elevation: _____ ft amsl
- Irrigated area(s): _____
- Proposed Pump Flow Rate (GPM): _____
- Proposed annual production of well (acre feet): _____
- Estimated groundwater levels at the time of the County Application in the Proposed Well or Modified Well based on best estimate from other wells in the vicinity of the proposed well or measurement in the well to be modified: _____
- Is the proposed well located within the boundaries of a mutual water company?
If so, what is the name of the mutual water company? _____

If the application is for a replacement well:

Original Well Information

- Assessor's Parcel Number(s)
- 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
 - Attach well Completion Report if available.
- Documentation of original well pump flow rate (GPM):
 - Estimated (method used and assumptions), or
 - Measured (method, data provided)
- Documentation of original well annual production (acre feet):
 - Estimated (method used and assumptions), or
 - Measured (method, data provided)

Fully Executed Well Verification Request Agreement

With my signature below, I hereby commit to the following (please check all boxes).

- Any new well, or well modification shall be conducted by a California-licensed well

Drilling contractor.

- If the application is for a replacement well, the original well will no longer be used for water production. Once the proposed replacement well is operational, the equipment on the original well shall be removed and the casing capped and welded.
- I consent to the installation of a flow meter by the Authority for the purposes of recording the production of the well.
- I will submit the following information to Authority upon the completion of the well:
 - a. The Well Driller’s Log with the as-built well construction information
 - b. Other information and data associated with well construction including, but not limited to, well development data (e.g. pumping rates, depth-to-water measurements), water quality test results and the final pumping rate.
- I agree to submit a deposit, as determined by the Board of Directors, to cover the costs for application processing and the evaluation for Undesirable Results.
- Additional Information:

The Applicant hereby requests that the Authority 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.

Applicant Signature

Date

USLRGMA Application Approval

Date

Name of Approving Official

Attachment A

WELL VERIFICATION REQUEST AGREEMENT

This Well Verification Request Agreement (“Agreement”) is by and between the undersigned Applicant and the Authority. In consideration of the following mutual covenants set forth herein and for other consideration, including the not limited to the Authority’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 Authority 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, the Applicant, individually and collectively agree to indemnify, defend (with counsel approved by the Authority within its reasonable discretion), and hold harmless the Authority, Yuima Municipal Water District, Upper San Luis Rey Conservation District, Pauma Municipal Water District, Pauma Valley Community Services District, San Luis Rey Municipal Water District and all their respective officers, elected officials, members, employees, consultants, contractors, and agents (individually and collectively the “GMA 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 by Authority 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”) with regard to the well(s) and verification requested herein; and
- C. For any and all costs and expenses (including but not limited to attorneys’ and consultants’ fees and costs) incurred by the GMA 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 GMA Parties’ where liability is the result of the sole negligence or willful misconduct of Authority and/or its members.

2. Defense. Applicant shall permit the GMA Parties, with the GMA Parties’ sole discretion, to direct and participate in the defense of any Claim, including but not limited to, use of GMA 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 GMA 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 GMA

Parties. The obligations of the Applicant under this Agreement shall survive and apply regardless of whether any GMA approval is invalidated, set aside, expires, or is abandoned for any reason.

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 Authority and GMA 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 GMA Parties as a condition of or as part of any stipulation, release, settlement, or otherwise.

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

_____ I acknowledge that the SGMA requires that the Authority, as the exclusive GSA for the Subbasin, 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 DEHQ 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 Authority cannot and does not guarantee any defined water use, water level, or water quality in the Basin, and that Authority is prohibited from issuing the verification required by Executive Order N-7-22 if doing so would be inconsistent with any sustainable groundwater management program established in the GSP for the Subbasin or would decrease the likelihood of achieving a sustainability goal identified in the GSP.

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

_____ I acknowledge the Authority 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 Authority issues a Well Verification, the Authority does not make any representation, assurance or warrant as to whether the use of the well permitted by County DEHQ, 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 Authority 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 GSP for the Subbasin 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 GMA 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 GMA 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 San Diego, if in state court, or in the federal district court nearest to San Diego 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: _____

Date: _____

By: _____

Title: _____

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

Signed: _____

Date: _____

By: _____

Title: _____

AUTHORITY:

Signed: _____

Date: _____

By: _____

Title: _____