POSGCD Aquifer Conservancy Program (ACP)

Common Law/Rule of Capture

- Common Law- Historically developed
- Rule of Capture- Old English Rule
- Under Rule of Capture Landowners have the right to pump unlimited groundwater from the land they own, as long as not malicious or wasteful, without liability to neighbors

There are several things you can do with the water under your property

- (a) You can use the water yourself
- (b) You can leave it there
- (c) You can lease or sell your water rights
- (d) Now there is another option You can place your water rights into an conservancy, saving it for future generations

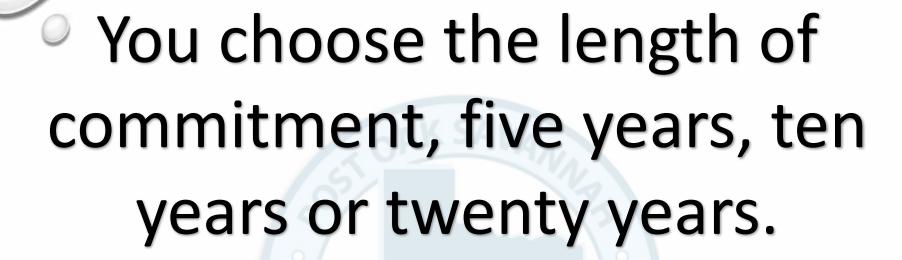
Why are we implementing this program

To encourage conservation by rewarding landowners for keeping their water in place

No one takes possession of landowners water rights!

You simply agree not to lease or permit that water during the term of commitment.

The landowner will receive payment for not leasing or pumping their water. Of course, they can still have an Exempt Well for personal and livestock use.



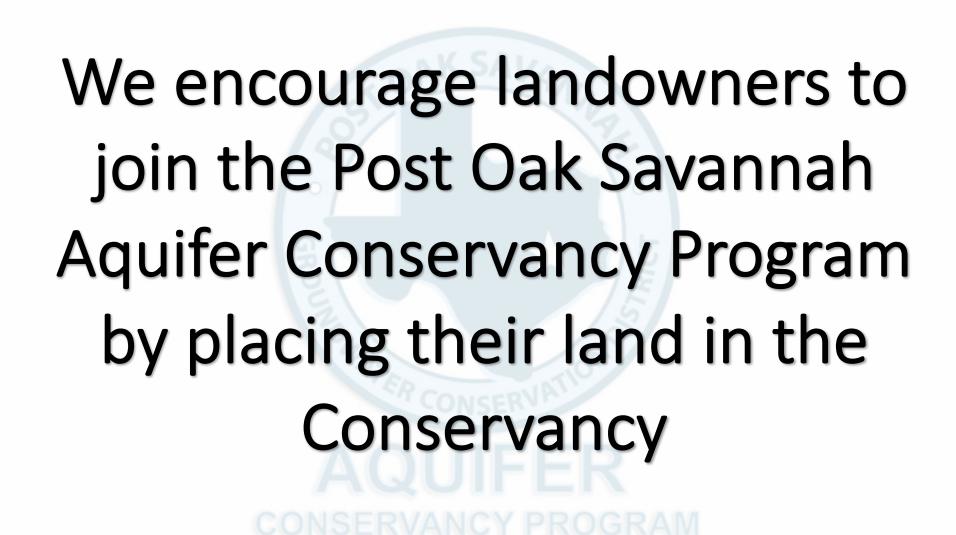
You will be able to end the agreement:

- at the end of the term,
- if you sell your property,
- transfer it to your heirs,
- •at the time of death of the landowner.

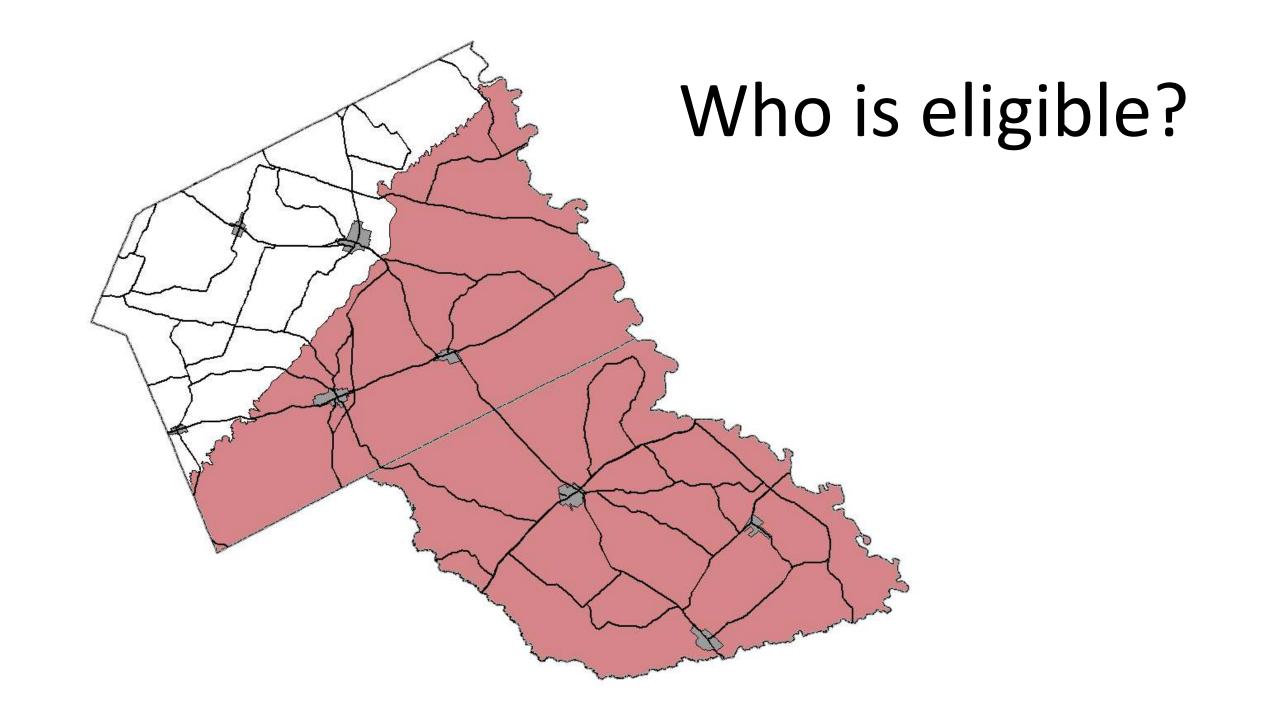
The ACP empowers landowners to work with the District to help Conserve Water for future generations.

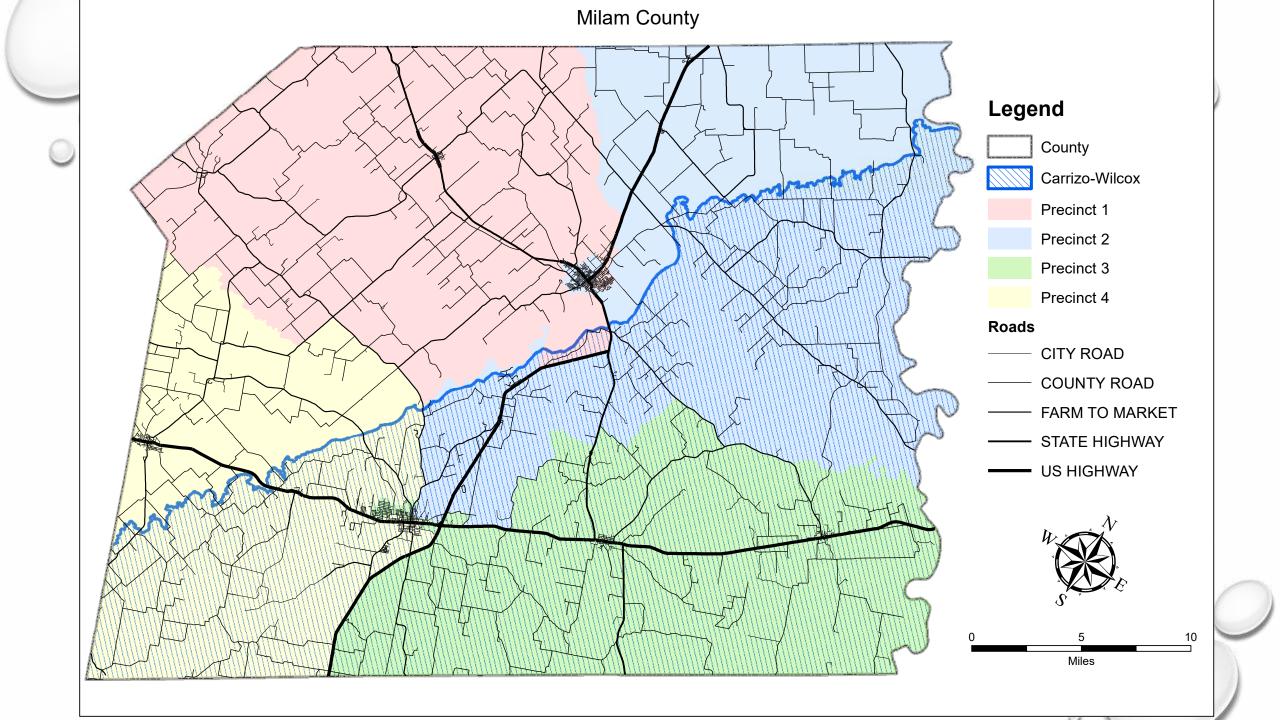
Balance!

As population in Texas continues to grow, demands will increase on all resources.



Would you like to conserve your water for future generations by placing all or part of your water rights into a conservancy stewardship?





These are the steps you need to do to participate.



About Us

Meetings Programs & Education Drilling & Wells News Contact









Post Oak Savannah Groundwater Conservation District | Mission

Welcome to the Aquifer Conservancy Program. Below is more information and a brochure about the program. Once you are ready to apply, you can fill out the on-line Application for Participation. After you submit your application you will receive a confirmation email welcoming you to the program.

Once we have a chance to confirm all the information we will send you the Aquifer Conservancy Program Agreement for your consideration. You will need to sign the Agreement, have it notarized and return it to our office. If you would like to see a copy of the ACP Agreement, there is a link below.

If you have any questions, contact our office at 512-455-9900 or at admin@posgcd.org. We even have a dedicated computer where you can fill out the application at the office.

Click on the link below to access our online application form.

Online Application for Participation

Click Here to Apply Now

For a printable Application for you to preview Click Here.



Programs & Education

Groundwater Summit

Grant Programs

Aquifer Program

Rainwater Rebate

Groundwater Well

Assistance

Education

Social Media Blog

Resources

Videos

Past Events

POST OAK SAVANNAH GROUNDWATER CONSERVATION DISTRICT (POSGCD)

Aquifer Conservancy Program - Application for Participation

Click Here to Go Back To the Form to Add Additional Parcels

This form is intended to register a property in the District's Aquifer Conservancy Program. Please complete a new application for each property that the applicant requests to enroll.

Step 1 of 3 - SECTION 1: APPLICANT

MAII *							
Your email address							
IAME OF APPLICANT AS APP	PEARS ON DEED						
IRST	MIDDLE	LAST	SUFFIX				
Address							
TREET ADDRESS							
Address 2							
DDRESS LINE 2							
City		Texas					
СІТУ		STATE					
		Postal Code					
		ZIP CODE					
HONE*							

Beginning in Oct, we will begin sending out Contracts. You sign the contract, get it notarized, mail it or drop it off at our office. Beginning in Oct, we will begin sending out Contracts. You sign the contract, get it notarized, mail it or drop it off at our office.

Shortly thereafter we will start sending out the checks for the Year-One Incentive at \$10 per acre

The contract is short and simple.

Let's go over what is in the contract.

I am not saying you shouldn't read over the contract yourself or have your lawyer read it over.

AGREEMENT TO CONSERVE WATER UNDER

THE AQUIFER CONSERVANCY PROGRAM

This Ag	reement is b	y and between	the Post Oal	Savannah Gr	oundwater Distr	rict ("District"),		
whose address	is 310 Ea	st Avenue C,	Milano, Texa	s 76556 and	the qualifying	landowner(s)		
				("Landown	er"), whose	address is:		
			, Texas	Only after	being signed by	the Landowner		
and an author	ized represe	ntative of the	District will	this Agreemer	nt along with a	ny supporting	,	
documentation	required und	er this Agreemer	nt and the Aqu	iifer Conservar	cy Program ("AC	P") be deemed		
a valid Aquifer	Conservation	Agreement for	the purpose	of the ACP es	stablished by the	e District. The		
Landowner and	the District t	hereafter agree	that the land	identified in t	his Agreement n	neet the intent		
of the ACP of conserving groundwater for the term specified.								

I. PROPERTY

A map of the property shall show the entirety of the acreage and clearly define all acreage included and any acreage that is excluded from this Agreement, as well as the Property ID number ("Property"). The map of the Property that is subject to this Agreement is attached hereto as Exhibit A. The Property must be within the District and must be above the Carrizo-Wilcox Aquifers.

II. OWNERSHIP

a. The Property must be owned in fee simple by the Landowner. Spouses or co-owners must all agree and sign the Agreement. If the Landowner is married but owns the Property as his/her sole and separate property, proof of such ownership is required and the spouse will need to affirm that ownership

AGREEMENT TO CONSERVE WATER UNDER

THE AQUIFER CONSERVANCY PROGRAM

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	and an	authori	zed repr	esentative	of the	e District	will t	his Agre	ement al	ong with a	any supp	orting
	docum	entation	required u	ınder this	Agreem	ent and t	he Aqui	ifer Cons	ervancy P	rogram ("AC	CP") be de	emed
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•	of the A	ACP of co	nserving g	groundwa	ter for t	he term s	pecified	d.			•••	•

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III. CONSIDERATION

a. In consideration of the sum of ____ (\$___) per acre committed as Property and paid by the District to the Landowner and in consideration of the covenants, terms, conditions and restrictions contained herein, the sufficiency of which is hereby acknowledged, and pursuant to the terms of the ACP adopted

How long do you want to commit your water 5yrs, 10 yrs or 20 yrs by the District, the Landowner and the District hereby agree to these Covenants and Vestrictions as see

by the District, the Landowner and the District hereby agree to these Covenants and Pestrictions as set out in this Agreement, which shall run with the Property for the Term herein set forth.

- b. The final amount of consideration based on the amount stated above, less any pro-rations due to terminations or changes in acreage shall be paid within thirty (30) days after December 31 for each year the Landowner agrees to below.
- c. Additional compensation of Ten Dollars (\$10.00) per acre committed as Property shall be paid only for the initial year of the ACP and as a one-time incentive which shall be payable within sixty (60) days of commitment date in 2019.

A. Five years-\$5 per acre per year B. Ten years-\$8 per acre per year C. Twenty years- \$10 per acre per year D. there is an option with no payment

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If you enroll before Sept 30, you will receive a \$10 per acre incentive by the District, the landowner and the District hereby agree to these Covenants and Restrictions as s

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IV. TERM

The Parties agree that the term of this Agreement shall be for a period of years, beginning

You will be able to end the agreement: This Agreement may not be terminated prior to the end of the above-stated term, except as

- follows:
- Death of the Landowner. If solely owned, it shall be terminated upon notification by the
- at the end of the term, Landowner if desired.
- 2. Sale of the Property that is the subject of the ACP Agreement. The Landowner shall be feat to be pisy of the Property is sold, the Agreement shall be terminated upon such notification. If only a portion
- transfer it to your heirs, the duration of the time previously agreed
- at the time of death of the landowner. amended and re-signed by all the Landowners for the duration of the time previously agreed to. If all or a portion of the Property that is under this Agreement is transferred to the heirs of the Landowner, the heirs shall be given an opportunity to allow such Property transferred to continue to be a part of the ACP and enter into their own Agreement, or terminate such Agreement, with any remainder of such Property not transferred adjusted under this Agreement for the duration of the time previously agreed to.

V. COVENANTS

- a. Landowner represents, covenants and warrants to the District that the groundwater on the portion of the Property identified in Exhibit A as being included in the acreage under this Agreement has not been leased or separated from the ownership of the Property owned by Landowner.
- **b.** Landowner represents, covenants and warrants to the District that the Property identified in Exhibit A as the Property committed under this Agreement is accurately defined by acreage, described or shown, and that all such Property to be committed is in conformance with the ACP and this Agreement.
- c. Landowner reserves to Landowner, and to its successors and assigns and any transferee therefrom, all rights accruing from ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and that are not inconsistent with the lucase and arms of this the Control of the Property that are not expressly prohibited herein and that are not expressly prohibited herein and that are

not leased your

water rights

d. Landowner further covenants and warrants to the District that the groundwater, Property and Ownership interest shall not change during the term of this Agreement except as allowed in IV. Term (b).

VII. ADDITIONAL TERMS

a. Landowner is still allowed to drill an exempt well, provided all other permitting requirements are met. You be called a nave a nave to producing 25,000 gallons per day (approximately 17.36 gallons per minute). Water wells used to supply water used for drilling oil and gas are also exempt (this does not include allowance for water used for

(b) You can still participate in any of our Entering into this Agreement does not preclude Landowner from participating in any other

b. Entering into this Agreement does not preclude Landowner from participating in any other program offered by the District that Landowner might qualify for, including but not limited to, Rainwater

Har other programs: Rainwater Harvesting, Landowner shall comply with all applicable federal and state laws and regulations, as well as the

- c. Landowner shall comply with all applicable federal and state laws and regulations, as well as the rules and regulations of the District, as may be amended. Landowner shall further obtain all permits and licer Velly Plugging, GW pWell Assistance with the Property and/or groundwgging.
- d. Any notice required or desired to be given under this Agreement shall be in writing and shall be (c) persAty moetime adoesdreed Scheling take possession below. Any notice given shall be deemed to have been given when hand delivered or enhalled or, if mailed, as of seventy-two hours from the time when notice was deposited in the United States mails (certified or registered, return receipt requested, postage prepaid), addressed to the party to be served with a copy as in the Olita hards of purposes of notice by giving notice of such change of address to the other party. Email for the District is: admin@posgcd.org. Email for the Landowner is:

What is the catch?

Can we still drill a personal well?

Could this stop future large water projects?

Are a lot of people participating?

When am I going to get my money?

Where does the money come from?

Do I have to commit all my land?

Are you going to sell my water?

Do I lose my property or water rights?

Any Other Questions

Sustainable Management Through Best Available Science