

Summary of One-Time Domestic Well Mitigation Agreement for MID, COM, and MWD Groundwater Sustainability Agencies

Important Notice: This document is a summary of the One-Time Domestic Well Mitigation Agreement (Agreement) provided to you by the Madera Irrigation District Groundwater Sustainability agency (MID GSA), City of Madera Groundwater Sustainability Agency (COM GSA), and Madera District Water Sustainability Agency (MWD GSA) and is for guidance purposes only. This summary is not itself an agreement or a comprehensive summary of the Agreement. This summary may not be used to interpret any term in the Agreement. This summary is provided solely for informational purposes, and should not be relied upon for any purpose. **In all cases, legal counsel should be consulted.**

IMPORTANT COMPONENTS OF THE AGREEMENT

- The Agreement provides one-time mitigation to address declining groundwater levels at an eligible domestic well.
- Participation in the Agreement is optional.
- The Agreement will be recorded in the chain of title for your property (Property). This means the Agreement will remain binding on all current and future owners of your Property, including heirs, successors and assigns.
- MID GSA will have the right to access your Property with at least 24 hours' notice for monitoring groundwater levels in the well that receives the mitigation.
- MID GSA may collect groundwater level data to support compliance with the Sustainable Groundwater Management Act (SGMA) or as otherwise determined by MID GSA.
- As the Landowner, you are fully responsible for the following costs, to the extent applicable:
 - Maintenance and operation of any well and any related private water systems on your Property.
 - Monitoring and maintaining water quality on your Property, including the well that receives the mitigation.
 - Any future repairs, replacements, or improvements to the well.
 - Any warranty must be obtained directly from the drillers performing mitigation work or seek coverage from their home insurance provider(s).
- As the Landowner, you agree to defend, indemnify and hold MID GSA (and other related parties) harmless from and against all claims, costs, or liabilities. This includes, among other things:
 - Activities and mitigation work performed under the Program.
 - Death and/or injury to any person.
 - Damage to any property (real or personal) caused by the Landowner or associated individuals (e.g., contractors, guests, invitees, etc.).
 - Enforcement of any provisions of the Agreement.
 - Actions to enforce the provision of California Environmental Quality Act or planning and zoning laws connected to the Program.

FOR MORE INFORMATION

Please visit www.madera-id.org for program details