

## NOTICE OF OPEN MEETING

Notice is given that a **Regular Meeting** of the Board of Directors of the Barton Springs/Edwards Aquifer Conservation District will be held at the **District office**, located at 1124 Regal Row, Austin, Texas, on **Thursday, April 27, 2017**, commencing at **6:00 p.m.** for the following purposes, which may be taken in any order at the discretion of the Board.

Note: The Board of Directors of the Barton Springs/Edwards Aquifer Conservation District reserves the right to meet in Executive Session at any time during the course of this meeting to discuss any of the matters listed on this agenda, as authorized by the Texas Government Code Sections §551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Homeland Security). No final action or decision will be made in Executive Session.

1. **Call to Order.**
2. **Citizen Communications (Public Comments of a General Nature).**
3. **Routine Business.**
  - a. **Consent Agenda.** *(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*
    1. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000. **Not for public review**
    2. Approval of minutes of the Board's April 13, 2017 regular Meeting. **Not for public review at this time**
  - b. **General Manager's Report.** *(Note: Topics discussed in the General Manager's Report are intended for general administrative and operational information-transfer purposes. The Directors will not take any action unless the topic is specifically listed elsewhere in this agenda.)*

**Topics.**

    - i. Personnel matters and utilization
    - ii. Upcoming public events of possible interest
    - iii. Aquifer conditions and status of drought indicators
    - iv. Update on District grant projects and other Aquifer Science Team projects
    - v. Update on activities related to area roadway projects
    - vi. Update on Board committee activity
4. **Discussion and Possible Action.**

- a. Discussion and possible action related to the selection of the recipient of the Kent S. Butler Memorial Groundwater Stewardship College Scholarship. **Pg. 9**
- b. Discussion and possible action related to approval of a resolution to: 1) approve the form of an easement to the Hays Caldwell Public Utility Agency (HCPUA) and authorize the General Manager to execute the easement, 2) authorize the General Manager to take necessary action to close the sale of the easement, and 3) approve a purchase agreement in connection with the purchase of the easement by HCPUA and authorize the General Manger to execute the purchase agreement. **Pg. 20**
- c. Discussion and possible action related to the City of Dripping Springs TPDES permit application to authorize direct discharge of treated wastewater to Onion Creek in the contributing zone of the Barton Springs segment of the Edwards Aquifer. **NBU**
- d. Discussion and possible action related to activities in the 85<sup>th</sup> Legislative session of interest to the District. **NBU**

5. **Directors' Reports.** *(Note: Directors' comments under this item cannot address an agenda item posted elsewhere on this agenda and no substantive discussion among the Board Members or action will be allowed in this meeting. Communications reported under this item may be used to support Performance Standard 4-1 of the District's Management Plan related to demonstration of effective communication with District constituents.)*

Directors may report on their involvement in activities and dialogue that are of likely interest to the Board, in one or more of the following topical areas:

- Meetings and conferences attended or that will be attended;
- Committee formation and updates;
- Conversations with public officials, permittees, stakeholders, and other constituents;
- Commendations; and
- Issues or problems of concern.

## 6. **Adjournment.**

**Please note:** This agenda and available related documentation have been posted on our website, [www.bseacd.org](http://www.bseacd.org). If you have a special interest in a particular item on this agenda and would like any additional documentation that may be developed for Board consideration, please let staff know at least 24 hours in advance of the Board Meeting so that we can have those copies made for you.

The Barton Springs/Edwards Aquifer Conservation District is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal opportunity for effective communications will be provided upon request. Please contact the District office at 512-282-8441 at least 24 hours in advance if accommodation is needed.

**Item 1**

**Call to Order**

**Item 2**  
**Citizen Communications**

## **Item 3**

### **Routine Business**

#### **a. Consent Agenda**

*(Note: These items may be considered and approved as one motion. Directors or citizens may request any consent item be removed from the consent agenda, for consideration and possible approval as a separate item of Regular Business on this agenda.)*

- 1. Approval of Financial Reports under the Public Funds Investment Act, Directors' Compensation Claims, and Specified Expenditures greater than \$5,000.**
- 2. Approval of minutes of the Board's April 13, 2017 regular Meeting.**

## **Item 4**

### **Board Discussions and Possible Actions**

- a. Discussion and possible action related to the selection of the recipient of the Kent S. Butler Memorial Groundwater Stewardship College Scholarship.**

Judge	Applicant 1						App. 1
	A	B	C	D	E	F	TOTAL
Originality	20	25	30	23	23	23	5
Quality and style	7	20	17	18	18	17	5
Grammar and spelling	20	12	18	18	18	16	10
Accuracy of information	18	15	19	17	17	18	15
Bibliography and proper citation	7	5	9	4	4	10	10
<b>TOTALS</b>	72	77	93	80	80	84	45
<b>FINAL AVG</b>							<b>75.17</b>

Judge	Applicant 2						App. 2
	A	B	C	D	E	F	TOTAL
Originality	30	30	30	26	26	29	27
Quality and style	12	20	10	19	19	18	15
Grammar and spelling	19	10	5	18	18	13	18
Accuracy of information	7	15	15	18	18	16	20
Bibliography and proper citation	10	8	9	3	3	5	10
<b>TOTALS</b>	78	83	69	84	84	81	90
<b>FINAL AVG</b>							<b>80.83</b>

Judge	Applicant 3						App. 3
	A	B	C	D	E	F	TOTAL
Originality	15	15	29	25	25	20	20
Quality and style	18	10	13	19	19	15	18
Grammar and spelling	20	10	14	17	17	15	15
Accuracy of information	13	15	20	17	17	17	15
Bibliography and proper citation	10	8	9	2	2	5	10
<b>TOTALS</b>	76	58	85	80	80	72	78
<b>FINAL AVG</b>							<b>74.83</b>

Applicant 4							App. 4
Judge	A	B	C	D	E	F	TOTAL
Originality	15	15	30	22	23	10	
Quality and style	15	12	18	19	18	13	
Grammar and spelling	18	15	15	17	18	12	
Accuracy of information	15	15	18	19	17	15	
Bibliography and proper citation	4	5	7	1	5	10	
<b>TOTALS</b>	67	62	88	78	81	60	436
<b>FINAL AVG</b>							72.67

Applicant 5							App. 5
Judge	A	B	C	D	E	F	TOTAL
Originality	25	15	30	23	20	20	
Quality and style	20	12	20	18	15	17	
Grammar and spelling	20	15	12	17	18	18	
Accuracy of information	18	15	20	18	17	20	
Bibliography and proper citation	3	2	7	1	5	10	
<b>TOTALS</b>	86	59	89	77	75	85	471
<b>FINAL AVG</b>							78.5



### It Ain't Easy Being Green

When I was 12, I was visiting Michigan with my family. We visited the Ford factory and saw the usual— trucks parts, assembly lines, and old cars. What struck me as the most interesting part of the tour, however, was their green roof. I found it fascinating how much green roofs helped the environment. Rainwater runoff into Lake Erie, was reduced by 28% by having the green roof. Later that year, friends and I entered the Future City Engineering competition. I was adamant that we integrate green roofs into our solutions. The problem concentrated on energy but, I convinced my peers how green roofs could significantly reduce energy cost. As a scout, I went to the National Jamboree and was one of the first to do work on the Sustainability Merit Badge. I had to draw a design for a sustainable community. Again, I went back to green roof engineering. As citizens in Austin look towards solar energy as an energy source, it doesn't address the other issues that central Texas faces. Austinites needs to look at environmental solutions that provide multiple benefits for its citizens. Green roofs solve many problems and would significantly help central Texans.

What isn't desert in a Texas is a well-developed community. One good rain storm can cause havoc. Considering the runoff coefficient of rooftops is essential. Green roofs absorbs more water, reducing flooding and groundwater pollution. On a metal roof, the runoff coefficient is .95. Which means that if you have 1,000 gallons of water fall onto a metal roof, 950 gallons will run-off the roof into surface water or groundwater. This means that almost all the water that falls on that roof will end up as runoff. I live on Barton Creek. I have seen creek go from being dry one year to raging class 3 rapids in one storm. I've found fish in trees and crawdads on the trail after these devastating floods. A green roof can help by reducing the amount of runoff. The highest runoff coefficient for a green roof is .65. So, when a 1,000 gallons of water falls on a green roof, only 650 gallons runs off— 300 gallons less. Having 3 roofs with just a sedum over metal would save 900 gallons of water for every 1,000 gallons that fell on each roof. This is the equivalent of what one cedar tree drinks in a month. Assuming 3.5 inches of rain per hour fell on a 1,000 ft metal roof, 34.25 US gallons per minute would fall from that roofline! The same size rainfall and the same square footage would only yield 23.44 US gallons per minute from a green roof.

The runoff from green roofs are also cleaner than traditional runoff. This means fewer pollutants end up in our groundwater and water supply. Groundwater is what is we humans use in our daily lives. Green roof absorb hydrocarbons in the air along with dioxide and monoxide. While saving water, green roofs would also clean the atmosphere. Keeping CO<sub>2</sub> out of groundwater would help improve public health. The most common hydrocarbon is oil; these are dangerous in water. The problem is that they are not soluble in water and many of them have varying densities, meaning some will float and some will sink. These become especially problematic when the oils seep out of the groundwater supply and into the surface water. If plants and animals digest these they die. Greens roofs help remove these compounds, preventing this indirect pollution of the groundwater. Reducing CO<sub>2</sub> would also help reduce vapor pressure pockets in the ground. Since the ground doesn't have to hold air pockets, there is even more

room for it to hold water. Green roofs can reduce pollutants in the air, in the runoff, and in our direct water supplies, while helping the earth to store more water.

In Michigan, the green roof were made of sedum; this might not be the best option for Texas. Michigan, gets a slow, constant easy streams of rain. Texas gets too much rain all at one time. For Texas, better plants would be a hybrid type of grass. Texas should research more about hybrid grass/sedum roofs. Sedum is great at drought resistance while grasses are better for larger amounts of rain. Grasses would also be more useful because they have larger roots, to help establish a denser, thus stronger, roof. Grass also needs a thicker base, which means it would absorb more water than a sedum roof— and have a lower runoff coefficient. A grass roof would reduce runoff 20% more than a sedum roof. During dry parts of the year, runoff would be almost nonexistent because the dirt would be less saturated, and allow the green roof to soak up more water. If people had multiple rooflines they could have rooftop gardens, even adding small trees, herbs and shrubbery, reducing runoff even more. Think of having a rooftop garden with rosemary, lime trees and radishes. Food growing while also improving our water system. The roof would be enjoyable to look at as well as functional. A green roof can solve many issues facing our modern city.

Of course, some wonder what would be done in times where Texas experiences multi-year droughts. What would we do with a green roof? Would it be a fire hazard? Although most green roofs are not irrigated, it would be worth looking into how irrigation could be done inexpensively. What if gray water from a house could be used to irrigate a green roof when needed? When it did finally rain, a dry green roof would greatly reduce flooding. Flooding causes destruction, but also drastically affects our water supplies. Floods carry several pollutants into surface water supplies, which eventually end up in our groundwater.

I've been given a hard time for years about being a "greener" or "environmentalist." I drove my grandma crazy when I was 3 and had to pick up litter—everywhere. I was born with the sentiment that I needed to take care of the Earth. I lived in Seattle and then Vancouver, BC where water was abundant and everywhere. I moved to Texas when I was 7. That year was a record year of rainfall. After that we had droughts. I saw the creek I swam in, reduced to nothing. I watched green fields turn tan. I found coyotes drinking in the neighbor's water fountain because it was the only water around. I get it now. Water is gold. When I was surrounded in rain for 90 days straight, I didn't see it's value. Moving to Texas has changed that. Traveling to Michigan, gave me a solution for how Texas could make the most of its rainfall.

I am planning on majoring in engineering. I am an Eagle scout who takes the idea of "leave no trace" very seriously. We are taught to leave the environment better than we found it and hopefully improve it. This is my goal. I see a way for green roofs to improve our quality of lives and better our environment. We have to start embracing solutions for society's problems that contribute to a cycle— like the water cycle does with water or the carbon cycle does with carbon.

Applicant 2

We need to find holistic solutions. A windmill or a solar panel doesn't do anything to solve problem with surface water or groundwater. Carbon dioxide level are constantly on the rise and are detrimental to our Ozone. We need to reduce carbon dioxide back to healthy levels. Cities need green beauty! As a scout, I've experienced how being outdoors surrounded by nature reduces tension and stress. Green roofs can help with energy conservation, air pollution, and city aesthetics— while also helping us protect our water supplies. Adopting green roofs won't be easy. It is different. However, we need different to take us into the the future. It won't be easy being green, but it will definitely be worth it!

### Bibliography

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"Rational Equation Calculation,  $Q=ciA$ ." *Rational Equation Calculation,  $Q=ciA$* . LMNO Engineering, Research, and Software, Ltd, 2013-2015. Web. 14 Mar. 2017.

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Applicant 5

### Pollution and Prevention

Many Austin inhabitants know that the Edwards Aquifer recharge zone covers a significant portion of the city. In the past few years I learned that though we live in the Edwards Aquifer's recharge zone, most of our water actually comes from surface water, specifically Lady Bird Lake and Lake Austin, both parts of the Colorado River. Our water supply is at risk for being highly contaminated or undergoing eutrophication.

Eutrophication is a natural process in which lakes or other bodies of water fill with nutrients. According to the City of Austin, bodies of water undergo eutrophication due to deposit of pollution and contaminants in the water. Everytime it rains in the city, nonpoint sources of pollution from runoff flows into the Edwards Aquifer recharge area, and into the city's lakes. Contaminants like vehicle spillage from the streets, yard fertilizer, pest extermination chemicals, loose garbage, animal waste, cigarette butts, and countless others will wash into the waterways. These are waterways that Austin and surrounding cities use as a direct source for domestic water. Luckily, Austin's non-point source pollutants are limited mostly to broken waste line, household/landscaping chemicals or accidental leaks because of our lack of factories and major industrial facilities. Unfortunately, preventing the nonpoint source pollution problem is a challenging task.

The best way to tackle this challenging task is to inform people about the condition of their water and promote conservation and protection of our waterways. According to Fairfax County, a simple way people can help prevent a significant amount of pollution is by caring for their lawns and homes in specific manner. It is recommended that people pick bugs and pull weeds by hand from their yard rather than laying out pesticide or fertilizer. Also keeping

Applicant 5

properties well vegetated and mulched could prevent sediment erosion and help filter pollutants before they reach waterways. Much of the nonpoint source pollution that cities are experiencing is because of anthropocentrism and can likely be fixed by humans. Maintaining a clean environment around your home and neighborhood will greatly reduce water pollution. If every person were to contribute, our waterways could be flowing cleanly.

The first step in persuading people to help keep our waterways clean is to inform people about the possible effects of pollution, especially water pollution. There are many possible ways pollution can negatively affect a body of water. In some situations, the influx of a specific nutrient can cause the mass growth of a plant species, like the invasive water hyacinth and hydrilla in Lake Austin. This overgrowth of a single species can take nutrients from native species and cause decline in the lakes diversity and ecosystem. In the case of the water hyacinth, in some places it grew over the surface of the lake so densely that underwater plants couldn't get any sunlight and therefore died. Also, pollution could alter the nutrient levels, and therefore factors such as pH in water drastically and cause plants and animals to die very quickly. This is because influx of one kind of nutrient can cause excessive plant growth and those plants can use high levels of dissolved oxygen, depleting overall oxygen levels after they die. In addition to death by pollutants, organisms like the endemic Barton Springs salamander, may absorb said pollutants through their exterior or by eating contaminated organisms. Over time, bioaccumulation occurs and becomes highly toxic in the animal. Bioaccumulation is when a substance builds up in the system of an organism because the organism can't excrete the substance faster than they are obtaining it.

Applicant 5

Recently, I was able to work with a small group to test Barton Creek water quality. As a group we collected data on alkalinity, coliform, phosphates and dissolved oxygen. I focused on testing dissolved oxygen, which is crucial in the survival of most organisms, and is typically a measure of the health of a body of water. The water was very clear, cool and had some vegetation growing throughout. I predicted that the water would be very healthy and have a dissolved oxygen between 5 and 9 parts per million (ppm) After testing the water multiple times, it was concluded that dissolved oxygen in Barton Creek was about 4ppm. I was very surprised at the poor health of the water considering that so many people spend time in that body of water for recreational use and for some domestic use. It is likely that normal ppm was even lower than our results because we tested in an area with lots of rapids and small waterfalls which can increase levels of dissolved oxygen. However, our tests were very basic and done by individuals inexperienced in water testing, more tests would have to be done to confirm our findings. I hypothesize that the low dissolved oxygen levels are caused by some sort of pollution or runoff from the city around the creek.

Many local Austin citizens, and people all over the world pollute their water and don't realize the effect that pollution has. In modern homes, you can have clean water at the flip of a switch, so many of these people don't experience the effects of polluting their waterways. Even if the water you pollute doesn't cause you harm, someone is *always* downstream and others are suffering the consequences from your actions. I had always thought of clear water without fish or plants as a good thing, because it was great for my recreation. But now I know how crucial organisms are to maintaining aquatic health and that without those organisms the water is likely not clean enough to support life.

Applicant 5

Water pollution causes millions of deaths every year around the world, even in developed countries, and with advanced technology and medicine, pollution isn't as strongly opposed as it should be. Pollution can destroy bodies of water, in many different ways, and the best way to prevent water scarcity is to enforce clean water policy and inform all citizens about the importance of keeping our water clean.

Applicant 5

### **Bibliography**

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austin-area lakes. *Watershed Protection*.

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## **Item 4**

### **Board Discussions and Possible Actions**

**b. Discussion and possible action related to approval of a resolution to: 1) approve the form of an easement to the Hays Caldwell Public Utility Agency (HCPUA) and authorize the General Manager to execute the easement, 2) authorize the General Manager to take necessary action to close the sale of the easement, and 3) approve a purchase agreement in connection with the purchase of the easement by HCPUA and authorize the General Manger to execute the purchase agreement.**

## PURCHASE AGREEMENT

THE STATE OF TEXAS

§

COUNTY OF HAYS

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This Purchase Agreement (“Agreement”) by and between the Hays Caldwell Public Utility Agency, hereinafter called the **HCPUA**, and the Barton Springs-Edwards Aquifer Conservation District, hereinafter called the **District**, will be effective on the date of the last signature set forth below.

In consideration of the mutual covenants herein expressed and contained, the **District** agrees to grant, bargain, sell and convey to the **HCPUA**, and the **HCPUA** agrees to purchase, upon the terms herein stated, the permanent and temporary easement rights as described in the Water Line Easement (herein so called) attached as Exhibit “A” which is incorporated herein for all intents and purposes, in the property in Hays County, Texas described in the attached Exhibit “B” and Exhibit “C” (together, the “Easement Property”), which is incorporated herein for all intents and purposes.

The **HCPUA** and the **District** do further agree as follows:

**1. Sales Price:** Twenty-Two thousand four hundred fifty and no/100 Dollars (\$22,450.00) to be paid by the **HCPUA** to the **District** in accordance with this Agreement.

**2. Title Commitment, Review, and Title Policy:** The **HCPUA** has secured a title commitment (the “Commitment”) for the Easement Property from Stewart Title of Austin, LLC, (the “Title Company”), agent for Stewart Title Guaranty Company, binding the Title Company to issue a Texas Owner's Policy of Title Insurance (“Owner’s Policy”) on the standard form prescribed by the Texas State Board of Insurance at the Closing (herein so called) in the full amount of the Sales Price. The **HCPUA** has reviewed the Commitment and found it acceptable. The **HCPUA** will pay all fees associated with the Closing and obtaining the Owner’s Policy.

**3. Closing:** The Closing will be on or before May 1, 2017 (the “Closing Date”) at the office of the Title Company located at \_\_\_\_\_ at a time mutually agreed upon between the **District** and **HCPUA**. The **District** will deliver to the **HCPUA** at or before the Closing: A) the Water Line Easement in the form attached as Exhibit “A” executed by an authorized officer of the **District**; and B) any document reasonably required by the Title Company or the **HCPUA** to carry out the terms of this Agreement. The **HCPUA** will deliver to the **District** at the closing: A) the Sales Price in the form of a check; and B) any document reasonably required by the Title Company or the **District** to carry out the terms of this Agreement.

**4. Possession; Risk of Loss:** Until the Closing Date, possession of the Easement Property will remain with the **District**, and the **District** will bear all risk of loss. In the event the condition of the Easement Property changes significantly, for any reason, prior to the Closing Date, the **HCPUA** may terminate this Agreement by written notice to the **District**.

**5. Miscellaneous**

A. This Agreement contains the complete agreement between the parties and cannot be amended except by a written document signed by the parties. The parties agree that other than the Water Line Easement, there are no oral agreements, understandings, representations or warranties which are not expressly set forth in this Agreement. In the event of any conflict between this Agreement and the Water Line Easement, the Water Line Easement shall control.

B. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective heirs, successors, legal representatives and assigns. Neither party may assign this Agreement without the written consent of the other party. This Agreement will be construed under the laws of the State of Texas, and mandatory venue for any legal action under will be in Hays County, Texas. The rule of construction that ambiguities in a document will be construed against the party that drafted it will not be applied in interpreting this Agreement. The term "will" in this Agreement is mandatory. The titles of paragraphs are for convenience only and do not affect the meaning of this Agreement.

**Hays Caldwell Public Utility Agency**

By: \_\_\_\_\_  
Graham Moore, Executive Director

\_\_\_\_\_  
Date

**Barton Springs-Edwards Aquifer Conservation District**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name, title

\_\_\_\_\_  
Date

**Exhibit “\_” – Legal Description of Easement Property, Tract 1**

**Exhibit “\_” – Legal Description of Easement Property, Tract 2**

**Exhibit “C” – Form of Easement for Easement Property  
WATER LINE EASEMENT**

**STATE OF TEXAS**    §  
  §  
**COUNTY OF HAYS**                                       §

**DATE:**                     April \_\_\_\_, 2017

**GRANTOR(S):**   **Barton Springs-Edwards Aquifer Conservation District**, a groundwater conservation district and political subdivision of the state created by an act of the 70<sup>th</sup> Legislature and subject to various requirements of State Law governing groundwater conservation districts

**GRANTOR'S MAILING ADDRESS:**             1124 Regal Row  
   Austin, Texas 78748  
   Attention: John Dupnik

**GRANTEE:**   Hays Caldwell Public Utility Agency

**GRANTEE'S MAILING ADDRESS:** 630 E. Hopkins, San Marcos, Texas 78666

**CONSIDERATION:** Ten Dollars (\$10.00) and other good and valuable consideration, as described herein, the receipt and sufficiency of which is hereby acknowledged.

**EASEMENT PROPERTY:**

**TRACT 1:** The 2.2613 acre (98,504 square feet) tract of land, more or less, out of the M. M. McCarver Survey, Abstract No. 10 in Hays County, Texas, being out of that called 38.624 acre tract conveyed to Barton Springs/Edwards Aquifer Conservation District in that certain Special Warranty Deed recorded in Volume 1336, Page 685 of the Official Public Records of Hays County, Texas. Said 2.2613 acre tract being more particularly described by metes and bounds in Exhibit “\_” attached hereto and made a part hereof for all purposes.

**TRACT 2:** The 0.2351 acre (10,242 square feet) tract of land, more or less, out of the M. M. McCarver Survey, Abstract No. 10 in Hays County, Texas, being out of that called 38.624 acre tract conveyed to Barton Springs/Edwards Aquifer Conservation District in that certain Special Warranty Deed recorded in Volume 1336, Page 685 of the Official Public Records of Hays County, Texas. Said 0.2351 acre tract being more particularly described by metes and bounds in Exhibit “\_” attached hereto and made a part hereof for all purposes.

**PROJECT:** A water line main which shall include the appurtenances and above ground improvements as shown generally on the attached **Exhibit “\_”**.

**GRANTOR**, for the above consideration, hereby grants, sells, and conveys to **GRANTEE**, its successors and assigns, a perpetual water line easement upon, under and across the **EASEMENT**

**PROPERTY**, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold to **GRANTEE** and **GRANTEE**'s successors and assigns against every person whomsoever claiming or to claim the same or any part thereof if the claim is by, through or under **GRANTOR** but not otherwise. The easement shall be used for the purposes of excavating for, placing, laying, constructing, installing, operating, maintaining, replacing, relocating, upgrading, removing, and repairing of water lines, water transmission mains and related appurtenances, or making connections thereto upon, under and across the property of **GRANTOR**. **GRANTEE** shall have the right of ingress and egress at all times upon and across the **EASEMENT PROPERTY** for the above stated purposes. In the event immediate access to the **EASEMENT PROPERTY** is not reasonably available over the **EASEMENT PROPERTY**, and only in that event, then **GRANTEE** shall have the right of ingress and egress over existing roads across the adjacent property of **GRANTOR** for the purpose of obtaining such access. **GRANTOR** may place a permanent structure in or on the **EASEMENT PROPERTY** only with the written approval of **GRANTEE** and such approval will not be unreasonably withheld. **GRANTOR**'s existing road across the **EASEMENT PROPERTY** and continued access, use, maintenance and any improvements to the existing road are acceptable to the **GRANTEE**. **GRANTEE** will not place any above ground appurtenances or improvements on the **EASEMENT PROPERTY** within **GRANTOR**'s existing road. **GRANTOR** may convey other easement rights in all or a portion of the **EASEMENT PROPERTY** to a third party only with the written approval of **GRANTEE** and such approval will not be unreasonably withheld.

In addition, **GRANTOR** hereby grants and conveys a non-exclusive temporary construction easement to **GRANTEE** as shown on Exhibit “\_”. **GRANTEE** shall use the temporary construction easement herein granted for any and all purposes incident to effectuating the Project, including but not limited to construction staging, equipment storage and access to and from the **EASEMENT PROPERTY**, and shall not cross any other adjoining property of **GRANTOR** without the prior written consent of **GRANTOR**. The duration of said temporary construction easement shall not exceed twenty four (24) months, commencing upon execution of this document and will terminate and be of no further force or effect upon completion of the **PROJECT** as evidenced by the project final acceptance by Hays Caldwell Public Utility Agency and in no event will the temporary construction easement terminate later than December 31, 2018. If requested by **GRANTOR**, **GRANTEE** shall execute and file in the Official Records of Hays County, Texas a written termination of the temporary construction easement.

Except for damage to **GRANTOR**'s existing road as addressed below, upon completion of the construction of the **PROJECT** or any subsequent construction, maintenance or repair activity within the **EASEMENT PROPERTY**, **GRANTEE** shall promptly repair any damage to the property of **GRANTOR** which may have occurred during the period of construction, maintenance or repair, to equal or better than existing condition, and shall fill all trenches, remove all rock, construction spoils and construction debris, replace any fencing, re-vegetate the disturbed areas with a mix of native seed, and restore the surface of the **EASEMENT PROPERTY** to its condition prior to commencement of such construction, maintenance, removal, or repair to the extent reasonably feasible. All construction spoils shall be removed from the property of **GRANTOR**, and no fill or spoils or other construction debris will be dumped, spread or otherwise left deposited upon any of the **GRANTOR**'s property. Any damage to **GRANTOR**'s existing road caused by **GRANTEE** will be

repaired as provided above before the completion of the construction of the **PROJECT** and within 72 hours of notification by the **GRANTOR**.

**As partial consideration for the grant of the easement described herein, GRANTEE agrees to make the following improvements on the adjacent property of GRANTOR:**

1. Move GRANTOR'S existing entry gate and fencing so that it is recessed away from public road by approximately 35 feet. Use GRANTOR's existing gate plus some additional fencing to be supplied by GRANTEE.
2. Install an entry gate at the southeastern corner of the EASEMENT PROPERTY where the GRANTEE's water main line enters the property.

This easement agreement contains the entire agreement between the parties relating to the rights granted and the obligation assumed. Any representation or modification concerning this easement shall be of no force and effect unless it is in writing, signed by party to be charged. This easement agreement shall bind and inure to the benefits of the parties, their heirs, legal representatives, successors and assigns, and may not be assigned without the prior written consent of **GRANTOR**, its successors or assigns.

The invalidation of any one of the covenants or agreements contained in this easement agreement by law, judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

This easement agreement shall be construed in accordance with the laws of the State of Texas and venue for any action brought in connection with this easement agreement shall be brought in Hays County, Texas\

It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this easement agreement does not preclude pursuit of other remedies in this agreement or as provided by law.

Any notice required or permitted under this easement agreement must be in writing and delivered to the address(es) contained in this easement agreement.

**TO HAVE AND TO HOLD** the above-described easement, together with all and singular the rights and appurtenances thereto in anywise belonging unto **GRANTEE**, and **GRANTEE's** successors and assigns forever; and **GRANTOR** does hereby bind itself, its heirs, successors and assigns to **WARRANT AND FOREVER DEFEND** all and singular the easement unto **GRANTEE**, its successor and assigns, against every person whomsoever claiming or to claim the same or any part thereof if the claim is by, through or under Grantor but not otherwise..

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**[Signatures on following pages]**



**GRANTOR:**

**Barton Springs-Edwards Aquifer Conservation District**

By \_\_\_\_\_  
Board President or Authorized Signatory

Attest  
By \_\_\_\_\_  
Board Secretary or Authorized Signatory

Approved as to Form  
By \_\_\_\_\_  
Attorney

STATE OF TEXAS                    §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Barton  
Springs-Edwards Aquifer Conservation District, on behalf of the District.

\_\_\_\_\_  
Notary Public, State of Texas

**GRANTEE:**

Hays Caldwell Public Utility Agency

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, \_\_\_\_\_ of Hays Caldwell Public Utility Agency, on behalf of the Agency.

\_\_\_\_\_  
Notary Public, State of Texas

Project: HCPUA, Phase 1A  
Parcel: \_\_\_\_\_

After recording, please return to:  
Lockwood, Andrews & Newnam, Inc.  
ROW Services  
8911 N. Capital of Texas Highway, Bldg. 2, Suite 2300  
Austin, TX 78759

## **Item 4**

### **Board Discussions and Possible Actions**

**c. Discussion and possible action related to the City of Dripping Springs TPDES permit application to authorize direct discharge of treated wastewater to Onion Creek in the contributing zone of the Barton Springs segment of the Edwards Aquifer.**

## **Item 4**

### **Board Discussions and Possible Actions**

**d. Discussion and possible action related to activities in the 85<sup>th</sup> Legislative session of interest to the District.**

## Item 5

### Director's Reports

**Directors' Reports.** *(Note: Directors' comments under this item cannot address an agenda item posted elsewhere on this agenda and no substantive discussion among the Board Members or action will be allowed in this meeting. Communications reported under this item may be used to support Performance Standard 4-1 of the District's Management Plan related to demonstration of effective communication with District constituents.)*

Directors may report on their involvement in activities and dialogue that are of likely interest to the Board, in one or more of the following topical areas:

- **Meetings and conferences attended or that will be attended;**
- **Committee formation and updates;**
- **Conversations with public officials, permittees, stakeholders, and other constituents;**
- **Commendations; and**
- **Issues or problems of concern.**

**Item 6**

**Adjournment**