

**Travis County Commissioners Court Agenda Request**

Meeting Date: August 14, 2012

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: Commissioner Gómez, Precinct Four

AGENDA LANGUAGE:

Consider and take appropriate action on approval of a license agreement with T & S Real Property, Ltd., to enter upon County property to conduct groundwater monitoring and/or maintenance on a previously installed water transfer pipe at 5021 East Cesar Chavez Street.

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) received a request from Ranger Environmental Services., (Ranger) for assistance in obtaining a new two year license agreement to provide them with access to the previously installed groundwater monitoring well and buried water transfer pipe. The monitoring well and water transfer pipe were installed by Ranger under the previous license agreement that was approved by the Commissioners Court on July 20, 2010. This previous license agreement was for a two year term but also included a provision for the FMD Director to approve a one month extension, which was done to extend the term of the original agreement to August 20, 2012.

Ranger is under contract to Strasburger Enterprises, Inc., (Strasburger) to perform investigation and corrective remediation of the contamination originating from the 5011 East Cesar Chavez property. The Texas Commission on Environmental Quality is requiring Strasburger to perform these activities as part of the on-going corrective action process associated with remediation of the contamination originating from their property. H.T. Strasburger, President, T & S, Inc., acting as General Partner of T&S Property, Ltd., has signed the license agreement prepared by Christopher Gilmore, Assistant County Attorney, that incorporates the terms that the County requires prior to approval of this request. T & S Real Property has also provided a check in the amount of \$1,300 as the fee for the two year term of this new license agreement, which is the same amount as submitted for the previous license agreement.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends approval of the two year license agreement which will provide T & S Real Property and their consultants with limited access to the County property at 5021 East Cesar Chavez Street.

ISSUES AND OPPORTUNITIES:

Approval of this request will provide Ranger and Strasburger limited access to the County property as needed to take samples from the previously installed groundwater monitoring well. Additionally, they will have limited access as needed to maintain the buried effluent water line at the edge of the County property. Upon closure of the remediation project, they will also have access to properly plug and abandon the monitoring well, and to remove the buried effluent water line and restore the surface of the County property. At this point the schedule for completion of the remediation project is not known.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY 12 Budget Impact: \$1,300 fee paid by T & S Real Property.

ATTACHMENTS/EXHIBITS:

1. License Agreement
2. Copy of Check

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, Assistant County Attorney

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and T & S Real Property, Ltd. (the "Licensee").

WITNESSETH

WHEREAS, County is the owner of that certain tract or parcel of land having a street address of 5021 East Cesar Chavez and currently serving as the Travis County Housing Services Weatherization Building (the "County Property"); and

WHEREAS, Licensee desires to enter upon the County Property for the sole and limited purpose of conducting groundwater monitoring and/or maintenance on the previously installed monitor well (MW-7), and maintenance on a previously installed 2" PVC water transfer pipe in connection with ongoing corrective remediation work mandated by the Texas Commission on Environmental Quality and currently being performed by Licensee's contractor on a tract adjacent to the County Property; and

WHEREAS, County desires to allow Licensee to enter upon and use the County Property for such limited and temporary purpose;

WHEREAS, Licensee intends to fully cooperate to minimize all impacts upon the County Property during Licensee's use of the County Property and to restore the County Property to its original condition after Licensee has completed its installation and monitoring work.

NOW, THEREFORE, the County and the Licensee, in consideration of the above-stated premises and other good and valuable consideration, agree as follows:

I. GRANT OF LICENSE

1.1 Subject to the terms and conditions set forth herein, County hereby grants a temporary, revocable license (the "License") to Licensee and its employees, agents, and contractors to enter and use those areas (collectively, the "Licensed

Area") shown on the attachment to the Ranger Environmental Services Request Letter dated July 9, 2012 (the "Request Letter"), attached hereto as **Exhibit A** and made a part hereof for all purposes. The License is granted for the purpose of: 1) gauging and sampling groundwater monitoring well MW-7; 2) conducting any necessary maintenance activities on the water transfer pipe being used in connection with ongoing remediation work mandated by the Texas Commission on Environmental Quality and currently being performed by Licensee on a tract adjacent to the County Property (the "Project"); 3) plugging and abandoning MW-7 upon written TCEQ closure (if approved) of the Project in accordance with the requirements of Texas Administrative Code, Chapter 76 ; and, 4) removing the water transfer pipe upon written TCEQ closure (if approved) of the Project.

1.2 The License includes the right to perform only those Project activities and operations described in the Request Letter, and in strict accordance with all specifications and representations included therein. Substantive modifications to the scope or type of activities described in the Request Letter will require the prior written approval of the Travis County Commissioners Court.

II. PROJECT PLANS/SCHEDULE/LICENSE TERM

2.1 Licensee has furnished County with a copy of the Site Map pertaining to the Project, which is included as an attachment to the Request Letter. If requested by the Director of the Travis County Facilities Management Department (the "FMD Director"), Licensee shall meet with the FMD Director, or his designated representatives, to discuss any changes to the Project scope or to provide any additional information the FMD Director deems necessary prior to commencement of the Project work.

2.2 The Project schedule shall be as described in the Request Letter. The term of License (the "License Term") shall commence upon the Effective Date and shall terminate two (2) years thereafter; provided, however, the FMD Director shall have authority to grant up to four (4) one-month extensions to the License Term should Licensee provide satisfactory evidence to the Director of the need for such extension(s).

III. DESCRIPTION OF MONITORING WELL AND WATER TRANSFER PIPE

3.1 Monitoring Well. Licensee has previously installed a groundwater monitoring well in the Licensed Area, and will continue to periodically gauge and sample the well as required by the TCEQ. All water removed from the well as part of the sampling process will be removed from the Licensed Area and from the County Property.

Upon closure of the Project by the TCEQ, MW-7 will be properly plugged and abandoned by a licensed State of Texas well driller in accordance with the requirements of Texas Administrative Code, Chapter 76. All debris generated during the plugging process will be removed from the Licensed Area and from the County Property, and the surface area will be restored to original condition.

3.2 Water Transfer Pipe. Licensee has previously installed a 2-inch diameter PVC pipe for effluent water discharge. In the event that there is breakage or blockage of the pipe, then repairs will be made as necessary, and any generated debris will be removed from the Licensed Area and from the County Property, and the surface area will be restored to original condition. Upon closure of the Project by the TCEQ, the pipe will be removed and the surface area restored to original condition. The removal and resurfacing process should take less than 8 hours to complete.

IV. CONSIDERATION

4.1 In consideration for the License grant, Licensee agrees to do the following:

A. Pay to County the sum of ONE THOUSAND THREE HUNDRED DOLLARS AND NO/100 (\$1,300.00).

B. Provide County with copies of all testing and well plugging reports.

C. Pay all costs and expenses incurred in connection with the Project. In connection with Licensee's payment obligations, Licensee acknowledges and agrees that County will not be liable for any costs incurred in connection with the licensed activities or the License granted hereunder.

D. Perform the Project work in strict compliance with the specifications and representations included in the Request Letter, including all required generated water and/or soil removal, clean-up, and restoration activities described in the Request Letter.

E. To make no structural changes to the County Property other than as described in the Request Letter, and to leave the County Property in substantially the same condition that existed prior to commencement of the licensed activities.

F. To be solely responsible for any damage to or relocation of existing facilities required by the sampling or plugging of the monitoring well, or the removal of the water transfer pipe, and for all maintenance and repair of these facilities. This obligation shall survive the termination of the License.

G. Licensee shall save and protect all trees that are located either in the Licensed Area or within 20 feet of the Licensed Area in accordance with the most current version of the Travis County Tree Preservation Plan. All trees designated to be saved shall be protected with fencing specified by County to prevent damage from Project activities and root zone compaction. Licensee shall maintain the tree fencing until Project activities are completed and shall perform all work in a manner that will not damage trees or areas to be preserved. In disposing of any trees which are deemed by the FMD Director to be infected with oak wilt, the Licensee shall use acceptable methods to prevent the spread of the disease to adjacent areas. Licensee must submit to the FMD Director information on the locations and type of trees proposed to be replanted and must obtain approval from the FMD Director prior to replanting.

H. Licensee shall reimburse County for all reasonable costs incurred by County in replacing or repairing any property of County or of others that is damaged or destroyed as a result of activities under this Agreement by or on behalf of Licensee. County shall invoice Licensee for the costs so incurred, and Licensee shall remit payment to County within thirty (30) days of receipt of invoice.

V. COMPLIANCE WITH REGULATIONS AND PERMITS/CONTROL OF TRAVIS COUNTY

5.1 Licensee agrees that all Project activities permitted by this Agreement shall be done in compliance with all applicable County, State and/or Federal policies, traffic, building, health and safety ordinances, laws, and regulations. In addition, Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, TCEQ or other governmental entities.

5.2 Licensee and its agents shall at all times follow any Travis County rules, restrictions or regulations provided to Licensee that govern activities or operations on the County Property. Any disregard of such rules, restrictions or regulations shall be grounds for immediate revocation of the License by Travis County, or its designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. SAFETY

6.1 Licensee shall assume full responsibility for the safety of any employee or agent of Licensee who enters the Licensed Area for the purposes of conducting any Project-related activities.

VII. ASSUMPTION OF RESPONSIBILITY

7.1 Licensee assumes full responsibility for any injuries, claims, losses, or damages to the extent they result from Licensee's Project-related activities.

VIII. INDEMNIFICATION/DISCHARGE OF HAZARDOUS MATERIALS/INSURANCE

8.1 TO THE EXTENT ALLOWED BY LAW, LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PROPERTY.

8.2 Licensee shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the County Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee shall immediately notify County of any release of any hazardous material on or near the County Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and shall also comply with the notification requirements of any applicable state, local, or federal law or regulation.

8.3 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF TRAVIS COUNTY HAS

ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee shall not assign, sublet or transfer its interest in this Agreement without the written consent of County. If such consent is granted, it shall then be the duty of Licensee, its successors and assigns, to give prompt written notice to County of any assignment or transfer of any of Licensee's rights in this Agreement, giving the name, date, address, and contact person for the assignee.

XI. NON-WAIVER AND RESERVATION OF RIGHTS

11.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee that then exists or may subsequently exist. The failure of County to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

11.2 All rights of County under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of County hereunder. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS LICENSE SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as

described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. SEVERABILITY

14.1 This Agreement shall be governed by the laws of the State of Texas. In case one or more of the provisions contained in this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision of the Agreement had never been included in this Agreement.

XV. NOTICES

15.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: H.T. Strasburger
 President
 T & S, Inc.
 General Partner of T & S Real Property, Ltd.
 P.O. Box 6117
 Temple, TX 76503
 (254) 778-3547 (office)
 (254) 742-0063 (fax)

with copy to: Todd Standlee, CAPM
 Project Manager
 Ranger Environmental Services, Inc.
 P.O. Box 201179
 Austin, TX 78720
 (512) 335-1785 x29

If to County: Honorable Samuel T. Biscoe (or successor in office)
 Travis County Judge
 P.O. Box 1748
 Austin, Texas 78767

and:
 Roger A. El Khoury, M.S., P.E. (or successor)
 Director
 Travis County Facilities Management Department

P.O. Box 1748
Austin, Texas 78767

XV. ENTIRETY OF AGREEMENT

15.1 This Agreement represents the sole, entire, and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations, or agreements either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE: T & S Real Property, Ltd.

By: H. T. Strasburger
H.T. Strasburger
President, T & S, Inc.
Acting as General Partner of T & S Property, Ltd.

Date: July 12, 2012

EXHIBIT A
Request Letter



July 9, 2012

Mr. Christopher Gilmore
Assistant County Attorney
Travis County
P.O. Box 1748
Austin, Texas 78767-1748

RE: Request for Property Access to Perform Subsurface Assessment and Assist in Remedial Efforts
Travis County Housing Services Property
5021 East Cesar Chavez Street
Austin, Texas 78703

Dear Mr. Gilmore:

Ranger Environmental Services, Inc. (Ranger) has been retained by Strasburger Enterprises, Inc. (Strasburger) in order to undertake Texas Commission on Environmental Quality (TCEQ) required investigative and remedial activities as part of the on-going corrective action process associated with the Strasburger #168 Property. The Strasburger #168 Property is located west of your property at 5011 East Cesar Chavez. The purpose of this letter is to request access to your property to conduct gauging and sampling activities on the previously-installed groundwater monitoring well MW-7, and to maintain (as may be necessary) the previously-installed buried effluent water transfer pipe for the remediation system associated with the Strasburger #168 Property. A site map is attached showing the approximate locations of MW-7 and the buried effluent water transfer pipe.

Upon ultimate closure of the Strasburger #168 Property remediation project by the TCEQ, MW-7 will be required to be plugged and abandoned, and the buried effluent water transfer pipe will need to be removed. If closure of the Strasburger #168 Property remediation project were to happen during the time frame of this access agreement, this letter also requests access to your property to properly plug and abandon MW-7 and remove the buried effluent water transfer pipe upon completion of the corrective action process associated with the Strasburger #168 Property.

Below is a detailed description of the activities for which access to your property is being sought:

SCOPE OF WORK

Task 1 – Monitor Well MW-7 Gauging & Sampling Activities

As part of the corrective action process, the State of Texas (TCEQ) requires that monitor well MW-7 be periodically gauged and sampled. This will involve the usage of an interface probe to

gauge the static water level in the well. In addition, it will involve the use of environmental sampling equipment to collect groundwater samples from the well. As part of the sampling process, a limited amount of water will have to be removed from the well. This water will be placed in a portable container and immediately removed from your property for temporary storage at the Strasburger #168 Property prior to proper disposal/recycling of the water. The time required for gauging and sampling the well will be limited, and will typically range from 15 minutes to an hour.

Task 2 - Buried Effluent Water Transfer Pipe Maintenance

Typically, no maintenance is required for a buried effluent water transfer pipe; however, in the unlikely event that there is breakage or blockage of the pipe, then repairs will be made as necessary, and any generated debris will be removed and the surface area will be restored to original condition.

Task 3 - Plug & Abandon MW-7

Upon closure of the remediation project by the TCEQ, MW-7 will be properly plugged and abandoned by a licensed State of Texas well driller in accordance with the requirements of Texas Administrative Code, Chapter 76. Prior to conducting this activity, we will meet with any of your representatives to discuss and schedule the well plugging operations. Access to the MW-7 area will be corded off with safety cones and/or warning tape. On-site personnel will be working under a health and safety plan with the field work being overseen by a hazardous waste operations emergency response supervisor.

The well plugging operations will be conducted in a manner so as not to disrupt your normal operations. Upon completion of the well plugging process, all debris generated during the plugging process will be immediately removed from your property, and the surface area will be restored to original condition. The entire monitoring well plugging process generally takes approximately two (1) hours. A copy of the State of Texas Plugging Report will be provided to you following the completion of the plugging operations.

Task 4 - Removal of Piping for Effluent Water Discharge

Upon closure of the remediation project by the TCEQ, the 2-inch diameter PVC pipe along the southern portion of the Travis County Housing Services Property will be removed from the subsurface and the City storm water drain concrete structure will be properly plugged. The surface area will be restored to original condition. The removal and resurfacing process should take less than 8 hours to complete.

SCHEDULE

The continuation of Tasks 1 and 2 will be necessary for the duration of the remedial efforts associated with the Strasburger #168 Property until closure of the project is ultimately approved by the TCEQ. It is anticipated that Tasks 3 and 4 will be completed within 60 days of issuance of the closure letter by the TCEQ for the Strasburger #168 Property. Presently, the time frame of site closure is unknown and dependent upon numerous factors.

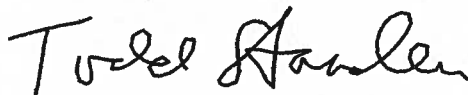
ASSUMPTIONS

This proposal is based upon the following assumptions:

- Ranger will have access to the property during normal business hours.
- No unusual site conditions are encountered that would be cause for further action. Examples of such conditions are inclement weather, physical barriers, the existence of unforeseen utility conduits, rig mechanical breakdowns, etc. It should be noted, Ranger has no working knowledge of any subsurface piping/tank/utility line locations at the site and as such Ranger disclaims any responsibility for any damages which may occur as a result of field activities. As an attempt to ensure that appropriate precautionary measures are undertaken to safeguard against any unforeseen encounters of this nature, Ranger personnel will meet with you or your representative prior to initiating field activities to discuss and modify, if necessary, the proposed site work. In the event that any utility lines are damaged, the cost of repair, surface replacement, or potential relocation would be beyond the scope of this proposal and is the responsibility of Strasburger Enterprises, Inc.
- Ranger is working on behalf of Strasburger Enterprises, Inc. and at the direction of the TCEQ. Strasburger Enterprises, Inc. is the responsible party.

Should you have any questions regarding this letter, please feel free to contact me at 512/335-1785 ext. 29.

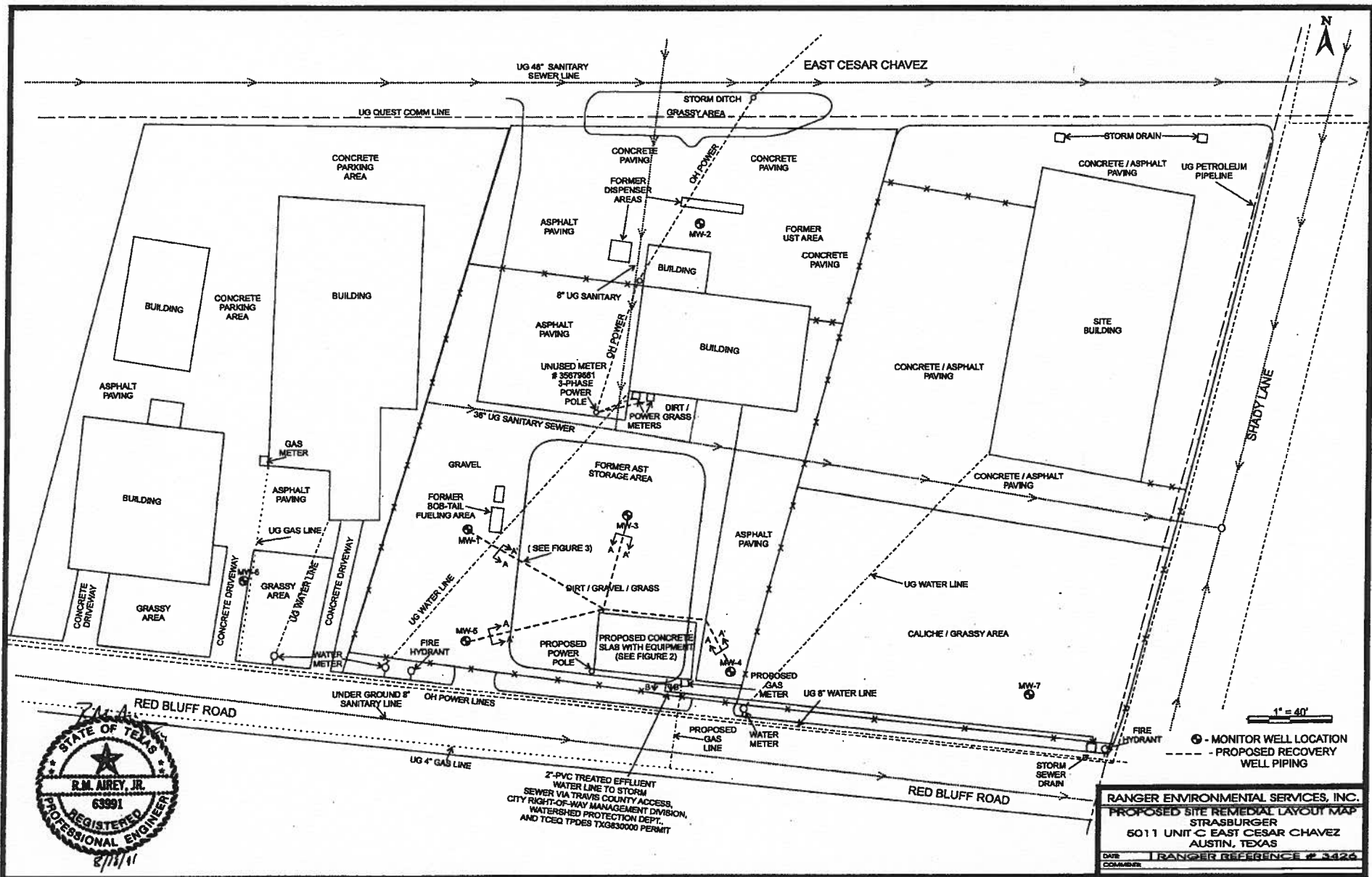
Sincerely,
RANGER ENVIRONMENTAL SERVICES, INC.



Todd Standlee, CAPM
Project Manager

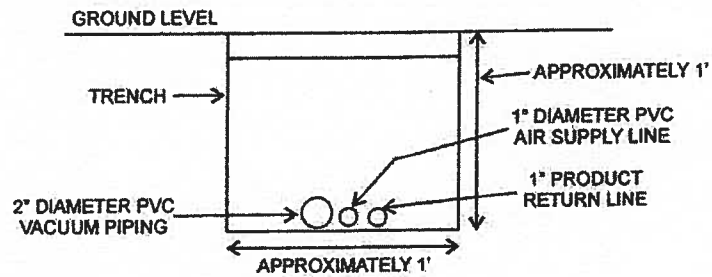
TBS/PKF/SM

Attachments – Site Map
Monitor Well Log
TDLR Monitor Well Report

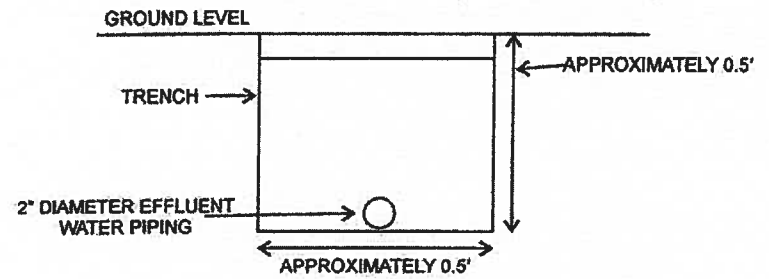


2" PVC TREATED EFFLUENT WATER LINE TO STORM SEWER VIA TRAVIS COUNTY ACCESS, CITY RIGHT-OF-WAY MANAGEMENT DIVISION, WATERSHED PROTECTION DEPT., AND TCEQ TPDES TX060000 PERMIT

RANGER ENVIRONMENTAL SERVICES, INC.
 PROPOSED SITE REMEDIAL LAYOUT MAP
 STRASBURGER
 5011 UNIT C EAST CESAR CHAVEZ
 AUSTIN, TEXAS
 DATE: _____ RANGER REFERENCE # 3424
 COMMENTS: _____



TYPICAL TRENCH
VIEW A-A'



TYPICAL TRENCH
VIEW B-B'



RANGER ENVIRONMENTAL SERVICES, INC.

FIGURE 3
TYPICAL TRENCH VIEWS
STRASBURGER,
5011 UNIT C EAST CESAR CHAVEZ
AUSTIN, TEXAS

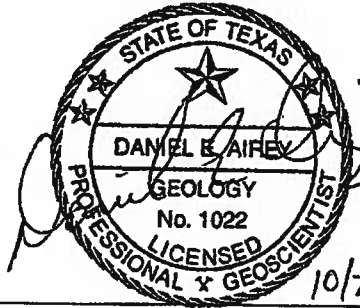
DATE: | RANGER REFERENCE # 3426
COMMENTS:

RANGER ENVIRONMENTAL SERVICES, INC.

LOG OF SOIL BORING / MONITOR WELL NO. MW-7

DEPTH	STRATIGRAPHY	RECOVERY	LITHOLOGIC DESCRIPTION	ODOR	VISIBLE	PID/OVM	SUBMITTED FOR ANALYSIS	MONITOR WELL COMPLETION
	Grass, top soil							CEMENT
5			CLAY, sandy, dark brown, dry, soft	N	N	0		
10			CLAYEY SAND, dark brown, loose, dry, moderately well sorted	N	N	0		BENTONITE
15				N	N	0		
20			CLAY, dark brown, soft, dry, sandy	N	N	0		
25				N	N	0		2" DIA. PVC RISER
30			CLAYEY SAND, dark brown, dry, loose, fine, well sorted	N	N	0		
35			SAND, dark brown, very fine, well sorted, dry, loose	N	N	0		SAND
40			- Saturated @ 39'	N	N	0		
45			SILTY SAND, dark brown, very fine, moderately well sorted, saturated	N	N	0		2" DIA. PVC 0.01' SLOTTED WELL SCREEN
50			SILT, brown to gray, very fine, well sorted, loose, saturated	N	N	0		
			SAND, silty, brown to gray to reddish brown, loose, saturated, moderately well sorted	N	N	0		END CAP
			Total Depth = 50 feet	N	N	0		

Client Strasburger Enterprises, Inc.	Top of Casing Elevation in feet:
Project Number: 3426	Drilling Method: Hollow Stem Auger
Project Location: 5011 E. Cesar Chavez, Austin, TX	Total Depth in feet: 50'
Date: 8/18/10	Driller: Vortex



DANIEL E. AIFEV
GEOLOGY
No. 1022
LICENSED PROFESSIONAL & GEOSCIENTIST

10/20/2010

STATE OF TEXAS WELL REPORT for Tracking #228032

Owner: Strasburger Enterprises, Inc. #168 Address: P.O. Box 6117 Temple , TX 76503 Well Location: 5011 E. Cesar Chavez Austin , TX 78702 Well County: Travis Elevation: No Data	Owner Well #: MW-7 Grid #: 58-43-8 Latitude: 30° 15' 03" N Longitude: 097° 41' 58" W GPS Brand Used: Google Earth Type of Work: New Well Proposed Use: Monitor
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Drilling Date: Started: 8/18/2010
 Completed: 8/18/2010

Diameter of Hole: Diameter: 8 In From Surface To 50 ft

Drilling Method: Hollow Stem Auger

Borehole Completion: Gravel Packed From: 50 ft to 23 ft
 Gravel Pack Size: 12/20

Annular Seal Data: 1st Interval: From 0 ft to 2 ft with 1 Cement (#sacks and material)
 2nd Interval: From 2 ft to 23 ft with 10.5 Bentonite (#sacks and material)
 3rd Interval: No Data
 Method Used: Hand Mixed
 Cemented By: Vortex Drilling, Inc.
 Distance to Septic Field or other Concentrated Contamination: No Data
 Distance to Property Line: No Data
 Method of Verification: No Data
 Approved by Variance: No Data

Surface Completion: Surface Slab Installed

Water Level: Static level: No Data
 Artesian flow: No Data

Packers: N/A

Plugging Info: Casing left in well: Cement/Bentonite left In well:
 From (ft) To (ft) From (ft) To (ft) Cem/Bent Sacks Used
 N/A

Type Of Pump: No Data

Well Tests: No Data

Water Quality: Type of Water: No Data
 Depth of Strata: No Data
 Chemical Analysis Made: No Data
 Did the driller knowingly penetrate any strata which contained undesirable constituents: No Data

Certification Data: The driller certified that the driller drilled this well (or the well was drilled under the driller's direct supervision) and that each and all of the statements herein are true and correct. The driller understood that failure to complete the required items will result in the log(s) being returned for completion and resubmittal.

Company Information: **Vortex Drilling, Inc.**
4412 Bluemel Road
San Antonio, TX 78240

Driller License Number: **4868**

Licensed Well Driller Signature: **James E. Neal**

Registered Driller Apprentice Signature: **No Data**

Apprentice Registration Number: **No Data**

Comments: **No Data**

IMPORTANT NOTICE FOR PERSONS HAVING WELLS DRILLED CONCERNING CONFIDENTIALITY

TEX. OCC. CODE Title 12, Chapter 1901.251, authorizes the owner (owner or the person for whom the well was drilled) to keep information in Well Reports confidential. The Department shall hold the contents of the well log confidential and not a matter of public record if it receives, by certified mail, a written request to do so from the owner.

Please include the report's Tracking number (Tracking #228032) on your written request.

Texas Department of Licensing & Regulation
P.O. Box 12157
Austin, TX 78711
(512) 463-7880

DESC. & COLOR OF FORMATION MATERIAL

CASING, BLANK PIPE & WELL SCREEN DATA

From (ft) To (ft) Description
0 - 1 Grass,topsoil
1 - 5 Clay,sandy,dk.brw.,dry,soft
5 - 18 Clayey,sand,dk.brw.,loose,dry
18 - 27 Clay,dk.brw,soft,dry,sandy
27 - 34 Clayey sand,dk.brw.,dry,loose,flne,well sorted
34 - 40 Sand,dk.brw.,v.flne,well sorted,dry,loose,
@39' saturated
40 - 43 Silty sand,dk.brw.,v.flne,mod.,well sorted,
saturated
43 - 48 Silt,brw./gray,v.flne,well sorted,loose,
saturated
48 - 50 Sand,silty,brw./gray/reddish brw.,loose,
saturated,mod.,well sorted

Dia. New/Used Type Setting From/To
2 New Schedule 40 PVC .010 50 - 25 Screen
2 New Schedule 40 PVC 25 - 0 Riser
2 New Top Cap
2 New Bottom Cap

EXHIBIT B
INSURANCE CERTIFICATE OF LICENSEE
(to be attached)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Whorton Insurance Services 11200 Jollyville Rd. Austin TX 78759-4813		CONTACT NAME: Jan Youngbloom, ACSR PHONE (A/C, No, Ext): (512) 338-1191 E-MAIL ADDRESS: JanY@whortonins.com FAX (A/C, No): (512) 338-1196	
INSURED Ranger Environmental Services, Inc. P O Box 201179 Austin TX 78720		INSURER(S) AFFORDING COVERAGE INSURER A: United Fire Lloyds INSURER B: Service Lloyds INSURER C: Endurance American Specialty INSURER D: INSURER E: INSURER F:	
		NAIC # 43389	

COVERAGES **CERTIFICATE NUMBER** May 2012 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			85307877	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			85307877	5/1/2012	5/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			85307877	5/1/2012	5/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SRZD15030-12	5/1/2012	5/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractors Pollution Professional Liability			ECC101006983-03	5/1/2012	5/1/2013	1,000,000/2,000,000 1,000,000/2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER Travis County Facilities Management Dept PO Box 1748 Austin, TX 78767	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jim Whorton/JMY
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1914

T & S REAL PROPERTY LTD.

P.O. BOX 6117
TEMPLE, TX 76503

88-534/1119

DATE 7/24/12

PAY
TO THE
ORDER OF

Travis County

\$ 1,300.00

One thousand three hundred & 00/100

DOLLARS  Security Features
Included.
Details on Back.



9502 W. ADAMS
TEMPLE, TX 76502 2

Je Kahly

FOR

Access agreement

Michelle Williams

MP

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