

Barton Creek West Water Supply Corporation
P.O. Box 1220
Dripping Springs, TX 78620-1220
(512) 280-6622

May 23, 2024

Dear Resident:

As you may be aware, there is a potential problem with tree roots in many individual wastewater service lines that connect houses to the BCWWSC's main lines. There have been a few unfortunate incidents where wastewater has backed up into houses due to root intrusions into the individual house wastewater service lines located between the house and the street. The BCWWSC Board of Directors has initiated a program to evaluate several residential service lines to identify the extent of the potential problem within both the BCWWSC's main lines and the customer owned residential service lines.

The preferred methodology for this work is to run a camera through the lines and video record the results. This task requires that the WSC's camera crew have access to your individual house clean-out to insert the camera into the service line and run it out to its connection with the main line in the street. The camera crew will need to be able to cross your front or back yard to facilitate the camera work. In a few cases, you may have to uncover the wastewater service clean-out if it has been buried by landscaping or yard installation. If your house clean-out is not readily accessible your service line will not be examined. The total camera operation should take less than two (2) hours to complete. A copy of the video will be provided to each customer.

In order to access your wastewater service clean-out, it is necessary for the BCWWSC and its camera crew to obtain a Release that will allow admission to your property and release the BCWWSC from any damages that may occur, although no problems are anticipated. We would respectfully request that you complete the enclosed Release Agreement and return it to the BCWWSC office via mail or in person.

Hopefully you will recognize the importance of allowing the BCWWSC to investigate your wastewater service line in an effort to head off potential future tree root problems. Your cooperation will be greatly appreciated.

Sincerely,

William Swanks
Operations Manager
Barton Creek West WSC

RELEASE AGREEMENT

Barton Creek West Waster Supply Corporation (BCWWSC) has requested entry upon the residence located at _____, Austin, Travis County, Texas 78733, (the "Premises") to observe certain sewer lines connecting to the Premises and to conduct certain tests on such sewer lines for the purpose of detecting the potential for future blockages in the sewer line, and to make any necessary repairs to the portion of the sewer lines that belong to the BCWWSC.

As a condition to admittance to the Premises, the owner of the Premises (the "Undersigned") hereby agrees as follows:

1. The undersigned hereby agrees to protect, defend, indemnify, and hold the WSC harmless from and against all losses and damages (including punitive and exemplary damages) of every kind and character, including, without limitation, all expenses, costs, liabilities, causes of action, demands, legal expenses and attorney's fees arising from or incident to (directly or indirectly) the WSC's entry or activity upon the Premises (collectively referred to as "Claims"), without regard to the cause or causes of the claims, including, without limitation, Claims caused in whole or in part by a pre-existing defect, the negligence (whether sole, joint, concurrent, active, passive or otherwise), strict liability or other legal fault of the WSC.
2. The Undersigned hereby fully waives and releases any and all Claims (past, present and future) against the WSC incident to or arising out of the WSC's entry upon the Premises or the WSC's activities on the Premises.
3. The indemnities granted above by the Undersigned shall extend to and be enjoyed by (i) the WSC; and (ii) its respective officers, directors, employees, representatives, attorneys, agents, invitees, successors and assigns of the persons and entities described in clause (i). The ENTITIES described in Clause (i) and (ii) are collectively included in the definition of the WSC.
4. The undersigned understands that this release Agreement shall be binding on his/her heirs, executors, successors and assigns, that the Release Agreement will be governed by the laws of Texas, and that jurisdiction and venue for resolution of any dispute regarding this Agreement shall lie in a Texas State Court in Travis County, Texas. If any part of this release Agreement is determined to be invalid or unenforceable, it does not affect the validity of the remainder of this release Agreement. The undersigned has read and understands the release Agreement, agrees to the terms and conditions above, and acknowledges receipt of this Release agreement.
5. The Undersigned agrees to observe all safety directives and restrictions made by the WSC in the course and scope of work on the Premises. The WSC shall not allow any contractor, subcontractor or representative of the WSC to enter the Premises without the Undersigned first signing and delivering to the WSC this Release Agreement.

In the event that the WSC discovers blockages or potential blockages in the sewer lines owned by the Undersigned, the WSC will notify the Undersigned immediately.

Signature page follows.

ACCESS AUTHORIZATION AND RELEASE AGREEMENT

I(We) _____ Owner(s) of the residence located at _____ Austin, Texas 78733 hereby grant authorization to Barton Creek West Water Supply Corporation (BCWWSC), its operator, TUMCO Consultants, Inc. (TUMCO) and other contractors or representatives, as appropriate and necessary, to enter the above property to access the residential wastewater service line clean-out to camera test the service line. We agree that the BCWWSC, TUMCO and other contractors or representatives are not liable for any damage to our lawn, landscaping, wastewater service line or property that may occur as a result of accessing and photographing our wastewater service line.

BCWWSC and /or its operator and contractors will not be allowed to enter the property without my permission and signature on this authorization and release agreement

Agreed and executed this _____ day of _____, 2024.

Owner(s)

By: _____

Name (printed): _____

Address: _____

Phone: _____

By: _____

Name (printed): _____

Address: _____

Phone: _____