



Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 10/15/2018 Permit Number: 107955

Location Description: 23880 N CRANES MILL RD CANYON LAKE, TX 78133
Subdivision: MSchuche Surv 703.Abst 49 and the
Unit: A.S.Cunningham, Sur 701, Abst. 102 and
Lot: B. Kuhn Surv 704, Abst. 327
Block:
Acreage:

Type of System: Aerobic Surface Irrigation

Issued to: North Shore United Methodist Church

This license is authorization for the owner to operate and maintain a private facility at the location described in accordance to the rules and regulations for on-site sewerage facilities of Comal County, Texas, and the Texas Commission on Environmental Quality.

The license grants permission to operate the facility. It does not guarantee successful operation. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

Alterations to this permit including, but not limited to:

- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

may require a new permit. It is the responsibility of the owner to apply for a new permit, if applicable.

Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority
Comal County Environmental Health

Michael Torres OS8497
ENVIRONMENTAL HEALTH INSPECTOR

Sandra Ann Hernandez Aust
ENVIRONMENTAL HEALTH COORDINATOR
OS 0025599

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Paul Swoyer OSSF Installer #: OS0026238
 1st Inspection Date: 10-8-18 2nd Inspection Date: 10-10-18 Fail 3rd Inspection Date: 10/15/18
 Inspector Name: Connor Inspector Name: Connor Inspector Name: Mike T.
 Permit#: 107955 Address: 23880 N. Cranes Mill Road North

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		10-8-18		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.31(d) 285.30(b)(4) 285.31(d)		"		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)		"		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)		"		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)		"		
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(H) 285.32(b)(1)(E)(j) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors If required for commercial		285.34(d)				

*tank set level operational cover
 spray lines not covered - fail 10-10-18*

MT- 10/15/18
 Covered.

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citation	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fittings, Sprinkler Heads & Valve Covers Color Coded Purple?	✓	285.33(d)(2)(G)(iii)(ii)285.33(d)(3)(d)(2)(G)(iii)(i)285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(i)		10-8-18		10/15/18
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓ ✓	285.33(d)(2)(G)(i) 285.33(d)(2)(K)(i) 285.33(d)(2)(F)		"		
42	APPLICATION AREA Area Installed	✓		10263 SF	"		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

spray lines not covered 10-10-18

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OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK if Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	✓	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		10-8-18		10/15/18
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	✓			10-8-18		10/15/18
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		Maxx Air M-800	10-8-18		10/15/18
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

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20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(4) 285.33(a)(3) 285.33(a)(1)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)	✓	285.33(d)(6) 285.33(c)(4)	<i>aerobic spray</i>	10-8-18		10/15/18
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/8" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
32	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	✓	285.32(c)(1)		10-8-18		10/15/18
33	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	✓ ✓ ✓ ✓			"		✓
34	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓			"		
35	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
36	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
37	PUMP TANK Secondary restraint system provided						
38	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓			10-8-18		
39							

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41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(I) 285.33(d)(2)(A) 285.33(d)(2)(F)		"		
42	APPLICATION AREA Area Installed	✓		10263 SF	4		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Paul Swoyer OSSF Installer #: OS0026238
 1st Inspection Date: 10-8-18 2nd Inspection Date: 10-10-18 FAIL 3rd Inspection Date: _____
 Inspector Name: Connor Inspector Name: Connor Inspector Name: _____
 Permit #: 107955 Address: 23880 N. Cranes Mill Road North

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
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2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)		"		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)		"		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)		"		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)		"		
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
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tank set level operational cover
 spray lines not covered - fail 10-10-18

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1st Inspection Date: 10-8-18 2nd Inspection Date: _____ 3rd Inspection Date: _____

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tank set level operational cover

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9	ALL TANKS installed on 4" Sand Cushion/ Proper Backfill Used	✓	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		10-8-18		
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
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14	AEROBIC TREATMENT UNIT Size Installed	✓			10-8-18		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		Maxx Air M-800	10-8-18		
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
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45	PUMP TANK Type/Size of Pump Installed						



Comal County

OFFICE OF COMAL COUNTY ENGINEER

Permit of Authorization to Construct an On-Site Sewage Facility Permit Valid For One Year From Date Issued

Permit Number: 107955
Issued This Date: 08/21/2018
This permit is hereby given to: North Shore United Methodist Church

To start construction of a private, on-site sewage facility located at:

23880 N CRANES MILL RD
CANYON LAKE, TX 78133

Subdivision: MSchuche Surv 703, Abst 49 and the
Unit: A.S.Cunningham, Sur 701, Abst. 102 and
Lot: B. Kuhn Surv 704, Abst. 327
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH ***

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date June 15, 2018

Permit # 10795

Owner Name NORTH SHORE UNITED METHODIST CHURCH

Agent Name GREG W. JOHNSON, P.E.

Mailing Address P.O. BOX 2999

Agent Address 170 HOLLOW OAK

City, State, Zip CANYON LAKE, TX 78133

City, State, Zip NEW BRAUNFELS, TX 78132

Phone# _____

Phone # (830) 905-2778

Email _____

Email gregjohnsonpe@yahoo.com

All correspondence should be sent to: Owner Agent Both

Method: Mail Email

Subdivision Name _____ Unit/Phase/Section _____ Lot _____ Block _____

Acreage/Legal Martis Suche Survey#703, A-549 A.S. Cunningham, Survey#701, A-102, & B. Kuhn Survey#704, A-327 12.25 ACRES

Street Name/Address 23880 N. CRANES MILL ROAD City CANYON LAKE Zip 78133

RECEIVED

Type of Development:

AUG 10 2018

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) _____

COUNTY ENGINEER

Number of Bedrooms _____

Indicate Sq Ft of Living Area _____

Commercial or Institutional Facility

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility CHURCH CLASSROOMS

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants 50 people Weekdays 150 Sunday

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds _____

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: \$ 1,000,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

Yes No

(if yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water Public Private Well

Are Water Saving Devices Being Utilized Within the Residence? Yes No

I certify that the completed application and all additional information submitted does not contain any false information and does not conceal any material facts. Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities. I also understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.


Signature of Owner

Aug 5, 2018
Date

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH ***

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) MAXX AIR M800 Absorption/Application Area (Sq Ft) 10,263

Gallons Per Day (As Per TCEQ Table III) 600

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

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Is the property located over the Edwards Recharge Zone? [] Yes [X] No

AUG 10 2018

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

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Is there an existing TCEQ approved WPAP for the property? [] Yes [X] No

(if yes, the R. S. or P. E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? [] Yes [] No

(If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

Is the property located over the Edwards Contributing Zone? [X] Yes [] No

Is there an existing TCEQ approval CZP for the property? [] Yes [X] No

(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? [] Yes [X] No

(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? [] Yes [X] No

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer (Handwritten Signature)

Date August 1, 2018

He

AFFIDAVIT



201806031629 08/10/2018 12:36:47 PM 1/1

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Deed Records of Comal County, Texas.

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

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II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (insert legal description):

UNIT/PHASE/SECTION _____ BLOCK _____ LOT _____ SUBDIVISION _____

IF NOT IN SUBDIVISION: 12.25 ACREAGE Martis Suche Survey#703, A-549 A.S. Cunningham, Survey#701, A-102, & B. Kuhn Survey#704, A-327 SURVEY

The property is owned by (insert owner's full name): NORTH SHORE UNITED METHODIST CHURCH

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 10th DAY OF AUGUST, 2018

[Signature]
Owner(s) signature(s)

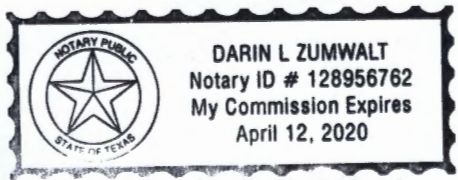
Kimberly Burke - MANAGER
Owner (s) Printed name (s)

KIMBERLY BURKE SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 10th DAY OF AUGUST, 2018

[Signature]
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
08/10/2018 12:36:47 PM
CHRISTY 1 Page(s)
201806031629



Bobbie Koepf



PAUL SWOYER SEPTIC SUPPLY & SERVICE
23011 FM 306
CANYON LAKE, TX 78133

AUG 10 2018

MP#0001708 COUNTY ENGINEER
CHRISTOPHER RYAN SEIDENSTICKER

Customer: NORTH SHORE UNITED METHODIST CHURCH

PROPERTY LEGAL DESCRIPTION:

Site Address: 23880 N. CRANES MILL ROAD

MARITS SUCHE S-703, A-549, A.S. CUNNINGHAM

City/State: CANYON LAKE, TX

Zip: 78133

SURVEY 701, A102, & B. KUHN SURVEY 704, A 327,

County: COMAL

Permit#: _____

BEING 12.25 ACRES

Phone Number: _____

E-mail: _____

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between NORTH SHORE UNITED METHODIST CHURCH, (hereinafter referred to as "Client") and PS Supply & Service LLC. (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services"), and the client agrees to fulfill his/her/their responsibilities under this agreement herein.

II. Effective Dates: This agreement commences on the date of License to Operate is issued for Three (3) years.

Date of License to Operate: _____ Last Date of Service: _____

III. Services by Contractor: Contractor will provide the following Services:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.

IV. Payment(s): Client shall pay to Contractor _____, for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client: [Signature]

Contractor: [Signature]

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V. Client's Responsibilities: Client is responsible for each and all of the following:

1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities from the State and local regulatory agency.
4. To maintain the OSSF in accordance with manufacturer's recommendations.
5. To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS")) that may be required on the OSSF.
9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
10. To provide, at Client's expense, for pumping of tanks as needed.
11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.

VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.

VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above-described Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor

VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.

IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.

X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.

XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.

XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.

XIII. Waiver. Except as otherwise noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

Client: 

Contractor: 

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XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

XV. GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS – SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.

XVI. JURY TRIAL WAIVER. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Approved by Contractor:

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client:

XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.

XVIII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

XIX. Counsel. Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.

XX. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

Client:

Contractor:

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: June 14, 2018

Site Location: 23880 N. CRANES MILL ROAD

Proposed Excavation Depth: N/A

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil boring or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

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SOIL BORING NUMBER <u>1</u>						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 18"	BROWN
1						
2						
3						
4						
5						

SOIL BORING NUMBER <u>2</u>						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME	AS	ABOVE			
1						
2						
3						
4						
5						

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

Greg W. Johnson
Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

06/14/18
Date



FIRM #2585

**AEROBIC WASTEWATER TREATMENT PLANT
DESIGNED FOR:
NORTH SHORE UNITED METHODIST CHURCH
P.O. Box 2999
Canyon Lake, Texas 78133**

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Located in a 12.25 acre tract in the Martis Suche Survey 549 and the A.S. Cunningham Survey 701, A-102 and B. Kuhn Survey 704, A-327 at 23880 N. Cranes Mill Road, the septic system will serve a new classrooms. Oak, cedar elm, cedar trees, and native grasses are found throughout. A new aerobic treatment plant using surface irrigation was chosen as the most appropriate system for the conditions on this lot.

PROPOSED SYSTEM:

A 4 inch SCH-40 pipe discharges from the classrooms to a Maxx Air M-800, containing a 431 gal trash chamber. The effluent after processing, is treated by an liquid chlorinator in the final 854gal. pump chamber. (*Chlorinator has sufficient capacity for four months.*) The pump tank contains a 0.5 HP Franklin C1 20XC1-05P4-W115(or equivalent) submersible well pump. A bypass valve in the pump tank will maintain manifold pressure at a maximum of 40 psi to prevent aerosols and relieve excess pressure and volume and also serve as a sampling point during routine maintenance. Distribution to a series of low angle (13 deg. or less) pop-up sprinkler heads, each spraying as per the attached schematic. The spray area will be maintained with vegetation.

Tanks must have at grade risers on each opening with watertight caps that must be at least 65# or have a padlock or can only be removed with tools. A secondary plug, cap, or suitable restraint must be provided below riser cap to prevent tank entry should the cap be damaged or removed, in compliance with Chapter §285.38.

SYSTEM COMPONENTS:

Sch-40 sewer line as shown (3"-4") w/ Two way cleanouts as shown
431 gal trash

Maxx Air M800 Aerobic Treatment Plant (TCEQ Approved)

854 gallon pump tank w/ audible and visual high water alarm

Pump: Franklin C1 20XC1-05P4-W115 0.5 HP Submersible Pump or equivalent.

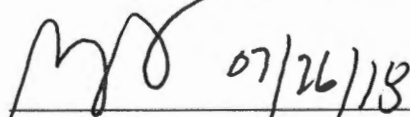
K-Rain K2+ pop-up rotary sprinkler heads w/ purple non-potable water lids.

1" SCH-40 PVC purple discharge manifold.

Alarms: Audible & Visual High Water level Alarm & Air pump malfunction

Note: All electrical wiring must be in conduit

Designed in accordance with Chapter 285, Subchapter D, §285.30 and §285.40 Texas Commission on Environmental Quality (Effective December 29, 2016).


Greg W. Johnson, P.E. No. 67587, F#2585
170 Hollow Oak
New Braunfels, Texas 78132 (830)905-2778



OSSF SOIL EVALUATION REPORT INFORMATION

Date: July 25, 2018

Applicant Information:

Name: NORTH SHORE UNITED METHODIST CHURCH
Address: 23880 N. CRANES MILL ROAD
City: CANYON LAKE State: TX
Zip Code: 78133 Phone: _____

Site Evaluator Information:

Name: Greg W. Johnson, P.E., R.S., S.E. 11561
Address: 170 Hollow Oak
City: New Braunfels State: Texas
Zip Code: 78132 Phone & Fax: (830)905-2778

Property Location:

Lot ___ Unit ___ Blk ___ Subd. _____
Street Address: 23880 N. CRANES MILL ROAD
City: CANYON LAKE Zip Code: 78133
Additional Info.: Martis Suche Survey#703, A-549 A.S. Cunningham,
Survey#701, A-102, & B. Kuhn Survey#704, A-327, being 12.25 ac

Installer Information:

Name: GORDON PAUL SWOYER
Company: PAUL SWOYER SEPTICS
Address: 23011 FM 306
City: CANYON LAKE State: TX
Zip Code: 78133 Phone 830-935-4936

Topography: Slope within proposed disposal area: 3 %

Presence of 100 yr. Flood Zone: YES ___ NO X
Existing or proposed water well in nearby area. YES X NO ___ >150'
Presence of adjacent ponds, streams, water impoundments YES ___ NO X
Presence of upper water shed YES ___ NO X
Organized sewage service available to lot YES ___ NO X

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Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = 600 GPD 50 people @ 4 gpd Weekdays & up to 150 people @ 4gpd on Sundays

Residential Water conserving fixtures to be utilized? Yes X No ___

Number of Bedrooms the septic system is sized for: _____ Total sq. ft. living area _____

Q gal/day = (Bedrooms +1) * 75 GPD - (20% reduction for water conserving fixtures)

Q = (____ +1)*75-(20%)= 600

Trash Tank Size 431 Gal.

TCEQ Approved Aerobic Plant Size _____ G.P.D.

Req'd Application Area = Q/Ri = 600 / 0.064 = 9375 sq. ft.

Application Area Utilized = 10,263 sq. ft.

Pump Requirement 9.3 Gpm @ 41 Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent)

Dosing Cycle: _____ ON DEMAND or X TIMED TO DOSE IN PREDAWN HOURS

Pump Tank Size = 854 Gal. 16.1 Gal/inch.

Reserve Requirement = 200 Gal. 1/3 day flow.

Alarms: Audible & Visual High Water Alarm & Visual Air Pump malfunction

With Chlorinator

SCH-40 or SDR-26 3" or 4" sewer line to tank

Two way cleanout

Pop-up rotary sprinkler heads w/ purple non-potable lids

1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

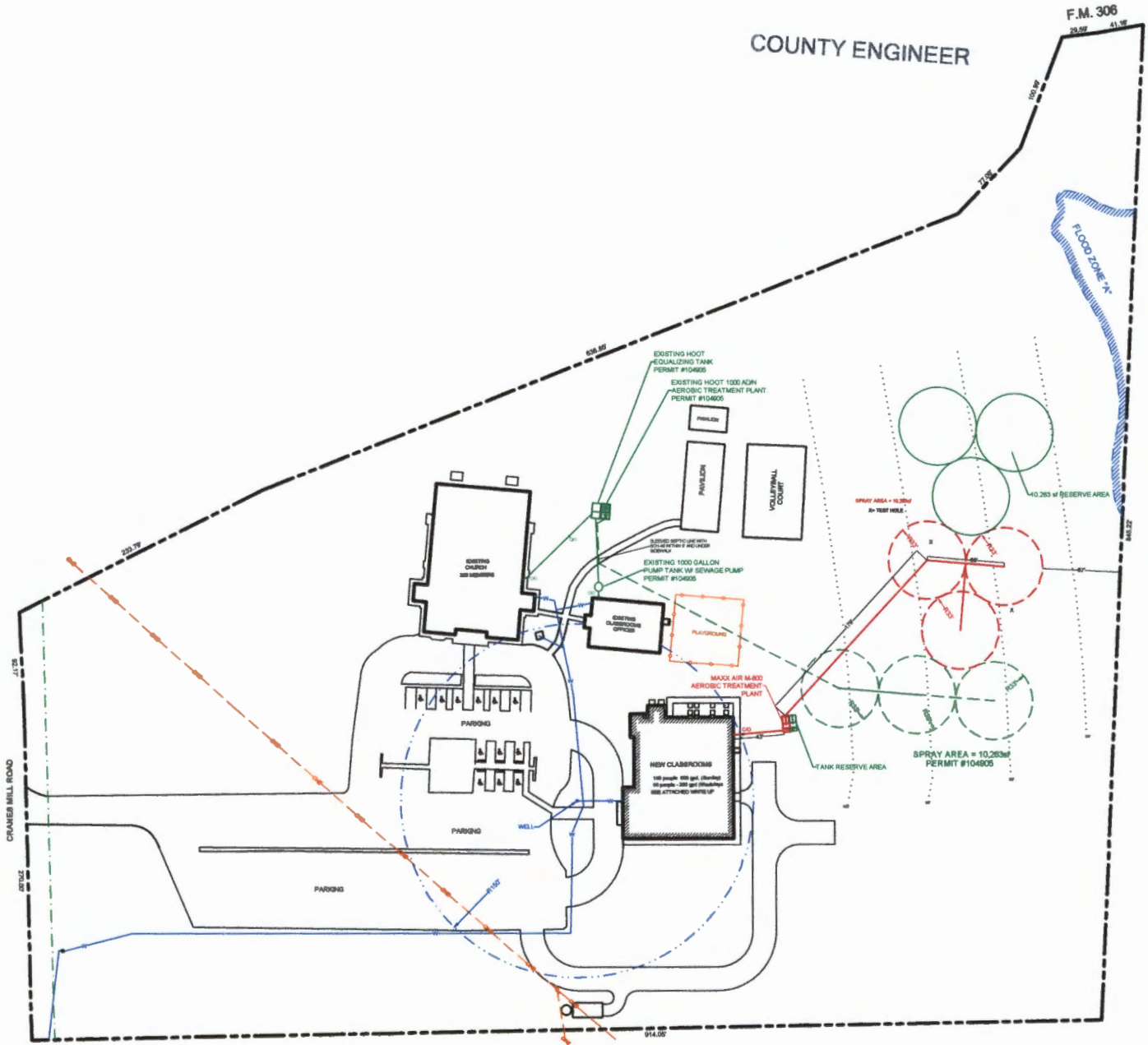
I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016)

[Signature]
GREG W. JOHNSON, P.E. F#002585 - S.E. 11561

07/25/18
DATE



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 COUNTY ENGINEER



OWNER: NORTH SHORE UNITED METHODIST CHURCH			DRAWN BY:	
STREET ADDRESS: 23880 N. CRANES MILL ROAD NORTH				
LEGAL DESC: SEE ATTACHED DEED			ACREAGE: 12.25	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 6/15/2018	REVISED: 7/24/2018	

536.85'

EXISTING HOOT EQUALIZING TANK
PERMIT #104905

EXISTING HOOT 1000 AD/N
AEROBIC TREATMENT PLANT.
PERMIT #104905

PAVILION

PAVILION

VOLLEYBALL COURT

SLEEVED SEPTIC LINE WITH
SCH-40 WITHIN 5' AND UNDER
SIDEWALK.

EXISTING 1000 GALLON
PUMP TANK W/ SEWAGE PUMP
PERMIT #104905

EXISTING
CLASSROOMS
OFFICES

PLAYGROUND

MAXX AIR M-800
AEROBIC TREATMENT
PLANT

NEW CLASSROOMS

150 people 600 gpd. (Sunday)
50 people - 200 gpd (Weekdays)
SEE ATTACHED WRITE UP

TANK RESERVE AREA

SPRAY AREA = 10,263sf
X= TEST HOLE

10,263 sf RESERVE AREA

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COUNTY ENGINEER

845.22'

SPRAY AREA = 10,263sf
PERMIT #104905



OWNER: NORTH SHORE UNITED METHODIST CHURCH		DRAWN BY:	
STREET ADDRESS: 23880 N. CRANES MILL ROAD NORTH			
LEGAL DESC: SEE ATTACHED DEED		ACREAGE: 12.25	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=60'	DATE: 6/15/2018	REVISED: 7/24/2018



TANK NOTES:

Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

A two way sanitary tee is required between residence and tank.

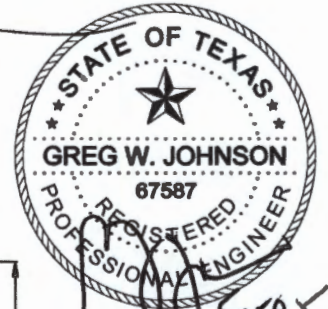
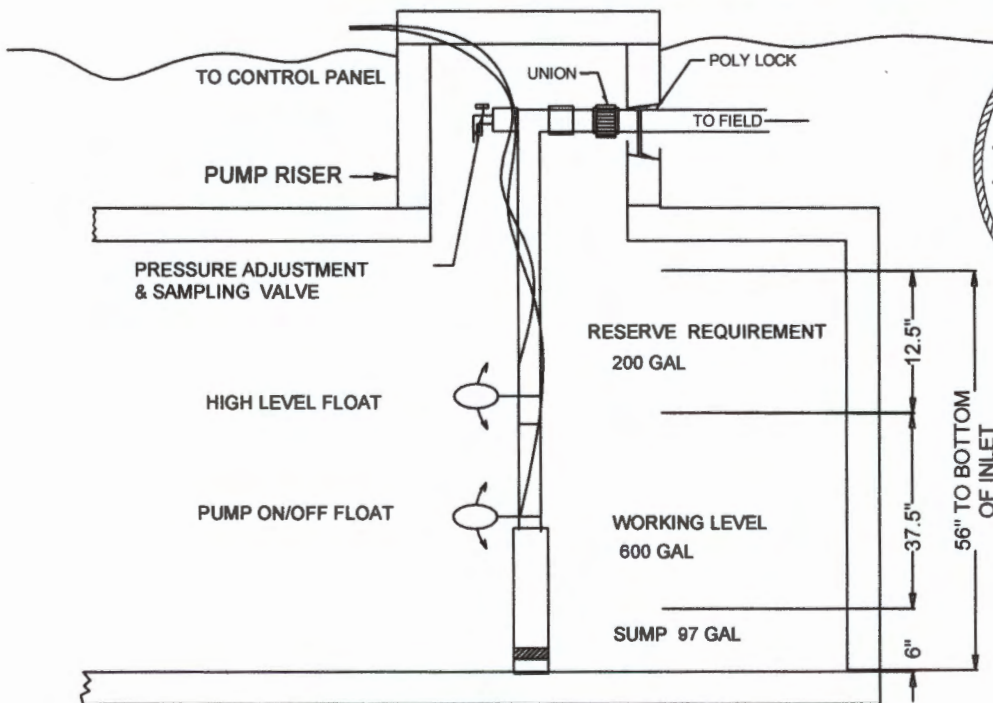
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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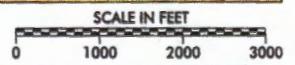
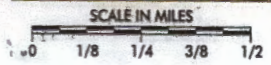
COUNTY ENGINEER

ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE



Handwritten signature and date:
F2585
07/26/18

**TYPICAL PUMP TANK CONFIGURATION
MAXX AIR M-800 PUMP TANK**



3/2
M



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 19, 2008

Grantor: CANYON LAKE UNITED METHODIST CHURCH

Grantor's Address: 206 Flintstone, Canyon Lake, Texas 78133

Grantee: NORTH SHORE UNITED METHODIST CHURCH

Grantee's Address: P. O. Box 2999, Canyon Lake, Texas 78133

Consideration: Ten and No/100 Dollars (\$10.00) and a promissory note of even date in the Promissory Note Amount stated below executed by Grantee as maker and payable to the order of the TEXAS METHODIST FOUNDATION. The promissory note is secured by a vendor's lien retained in favor of the TEXAS METHODIST FOUNDATION in this deed and by a deed of trust of even date from Grantee to Robert Hoppe, Trustee.

Promissory Note Amount: SEVEN HUNDRED THOUSAND & NO/100 DOLLARS, (\$700,000.00)

Property (including any improvements): See Exhibit "A" attached hereto and incorporated herein

Reservations from and Exceptions to Conveyance and Warranty: None

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whosoever lawfully claiming and to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

IN TRUST, that said premises shall be used, kept, and maintained as a place of divine worship of the United Methodist ministry and members of The United Methodist Church; subject to the Discipline, usage, and ministerial appointments or said church as from time to time authorized and declared by the General Conference and by the Annual Conference within whose bounds the said premises are situated. This provision is solely for the benefit of the Grantee, and the Grantor reserves no right or interest in said premises.

The vendor's lien against and superior title to the Property are retained until the above described promissory note and all interest thereon are fully paid according to its terms, at which time this deed shall become absolute. The TEXAS METHODIST FOUNDATION, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note described. The vendor's lien and superior title to the Property are retained for the benefit of the TEXAS METHODIST FOUNDATION and are transferred to that party without recourse on Grantor.

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U

When to context requires, singular nouns and pronouns include the plural.

GRANTOR:

CANYON LAKE UNITED METHODIST CHURCH

By: [Signature]
Print Name: H. CRAIG WATSON
Chairman, Board of Trustees

By: [Signature]
Print Name: Nina Cooper
Secretary, Board of Trustees

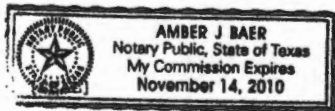
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THE STATE OF TEXAS
COUNTY OF Comal

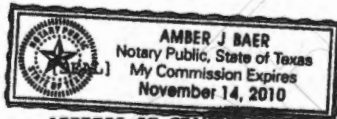
This instrument was acknowledged before me on the 27th day of March, 2008, by Craig Watson the Chairman of the Board of Trustees of CANYON LAKE UNITED METHODIST CHURCH, a Texas nonprofit corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
Printed Name: Amber J Baer
Commission Expires: Nov 14, 2010

THE STATE OF TEXAS
COUNTY OF Comal

This instrument was acknowledged before me on the 31st day of March, 2008, by Nina Cooper the Secretary of the Board of Trustees of CANYON LAKE UNITED METHODIST CHURCH, a Texas nonprofit corporation, on behalf of said corporation.



[Signature]
Notary Public, State of Texas
Printed Name: Amber J Baer
Commission Expires: November 14, 2010

ADDRESS OF GRANTOR:
CANYON LAKE UNITED METHODIST CHURCH
206 Flintstone
Canyon Lake, Texas 78133

ADDRESS OF GRANTEE:
NORTH SHORE UNITED METHODIST CHURCH
P. O. Box 2999
Canyon Lake, Texas 78133

After Recording Return to:
Texas Methodist Foundation
11709 Boulder Lane, #100
Austin, TX 78726-1808

EXHIBIT "A"
PROPERTY DESCRIPTION

Field notes for a 12.25 acre tract of land out of a called 81.8586 acre tract of land in deed to J. Franklin and Judy L. Stokes recorded in Volume 638, Page 166 Deed Records Comal County, Texas situated in the Maritz Sabe Survey No. 703, Abstract No. 549, the A.S. Cunningham Survey No. 701, Abstract No. 102, and the B. Kahn Survey No. 704, Abstract No. 327 Comal County, Texas, said 12.25 acre tract being more particularly described by name and bounds as follows with all bearings being based on Texas State Plane Coordinates, South Central Zone, (NAD83);

BEGINNING: at a set 1/2" iron bar with cap (Solo-Kanak) (N 1388320.96, E 2192792.30) lying on the east right-of-way line of Cross Mill Road North (Variable Width ROW) marking the lower northwest corner of the herein described tract, the lower northwest corner of said 81.8586 acre tract and the southwest corner of a called 5.736 acre tract of land in deed to Donnie H. Dunson, et al, recorded in Document No. 9706010451 Official Records Comal County, Texas;

THENCE: N 63°35'08" E, 233.79 feet (called N 64°58'27" E, 235.11 feet, adjacent 233.79), along the northwesterly line of the herein described tract, the northwesterly line of said 81.8586 acre tract and the southeasterly line of said 5.736 acre tract to a found 1/2" iron bar for angle;

THENCE: N 68°24'46" E, 636.85 feet (called N 69°48'05" E, 636.52 feet) continuing along the northwesterly line of the herein described tract, the northwesterly line of said 81.8586 acre tract and the southeasterly line of said 5.736 acre tract to a found 1/2" iron bar for angle;

THENCE: N 43°59'56" E, (called N 45°20'25" E) continuing along the northwesterly line of the herein described tract, the northwesterly line of said 81.8586 acre tract and the southeasterly line of said 5.736 acre tract, at 19.68 feet passing a found 1/2" iron bar with cap (MDS) marking the southeast corner of said 5.736 acre tract and the south corner of a called 0.314 acre tract of land in deed to Ewald Lushling, et. al., recorded in Document No. 200006006740 Official Records Comal County, Texas, along the northwesterly line of the herein described tract, the northwesterly line of said 81.8586 acre tract and the southeasterly line of said 0.314 acre tract for a total distance of 77.09 feet (called 77.37 feet), to a found 60d nail for angle;

THENCE: N 21°07'24" E, 180.99 feet (called N 22°32'57" E, 100.58 feet) continuing along the northwesterly line of the herein described tract, the northwesterly line of said 81.8586 acre tract and the southeasterly line of said 0.314 acre tract, to a found 1/2" iron bar, for the upper northwest corner of the herein described tract, the upper northwest corner of said 81.8586 acre tract and an interior corner of said 0.314 acre tract;

THENCE: N 82°49'48" E, 29.59 feet (called N 84°01'31" E, 29.59 feet) along the north line of the herein described tract, the north line of said 81.8586 acre tract and the south line of said 0.314 acre tract, to a found 4" cedar fence post for angle;

THENCE: N 80°16'56" E, 41.16 feet (called N 81°35'03" E, 41.16 feet) continuing along the north line of the herein described tract, the north line of said 81.8586 acre tract and the south line of said 0.314 acre tract, to a found 1/2" iron bar (N 13888819.57, E 2193753.73) for the northeast corner of the herein described tract, and the east corner of said 0.314 acre tract, lying on the south right-of-way line of P.M. 306 (variable width ROW) from which a found 1/2" iron bar marking the northwest corner of said 0.314 acre tract bears N 87°22'14" W, 221.05 feet (called N 86°20'55" W, 221.06 feet);

THENCE: S 02°37'41" W, 845.22 feet, along the east line of the herein described tract, across said 81.8586 acre tract to a set 1/2" iron bar with cap (Solo-Kanak) (N 13887975.24, E 2193714.97) for the southeast corner of the herein described tract;

THENCE: S 88°58'37" W, 914.05 feet, along the south line of the herein described tract across said 81.8586 acre tract to a set 1/2" iron bar with cap (Solo-Kanak)(N 13887958.92, E 2192801.07) for the southwest corner of the herein described tract lying on the west line of said 81.8586 acre tract and the east line of said Cross Mill Road North being N 01°01'23" W, (called N 00°17'55" E), 1129.02 feet from a found 1/2" iron bar (N 13886830.08, E 2192821.23) marking the upper southwest corner of said 81.8586 acre tract;

THENCE: N 01°01'23" W, (called N 00°17'55" E), 270.00 feet, along the west line of the herein described tract, the west line of said 81.8586 acre tract and the east line of said Cross Mill Road North, to a set 1/2" iron bar with cap (Solo-Kanak) for angle;

THENCE: N 02°27'18" W, 92.17 feet, (called N 01°03'59" E, 92.17 feet) continuing along the west line of the herein described tract, the west line of said 81.8586 acre tract and the east line of said Cross Mill Road North, to the PLACE OF BEGINNING and containing 12.25 acres of land, more or less.

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
04/09/2008 01:14:12 PM
CASHMTO
200808013987



Joy Streater

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AUG 10 2018

COUNTY ENGINEER

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

To: Home Owner
23880 N Cranes Mill Road North
Canyon Lake, TX

Printed: 2/28/2019
Site: 23880 N Cranes Mill Road North
Canyon Lake, TX

Permit #: **107955**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub:

Customer ID: 568

Contract Dates: 10/15/2018 - 10/15/2021

Scheduled Date: 2/15/2019

Inspection 1 of 9

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/28/2019

Entered By: Noelle Sjodin

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Sludge Levels

Filters: Operational

For Tank 1: 8"

Irrigation Pumps: Operational

For Tank 2: 0"

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

Chlorine Residual: .01

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

Scum on pretreatment: 0" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #: 949

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

Technician: Christopher Ryan Seidensticker
PS Septic Supply & Service

License #: MP0001708

License #: MP0001708

Expires: 9/1/2023



PAUL SWOYER SEPTIC SUPPLY & SERVICE
23011 FM 306
CANYON LAKE, TX 78133

AUG 10 2018

MP#0001708 COUNTY ENGINEER
CHRISTOPHER RYAN SEIDENSTICKER

Customer: NORTH SHORE UNITED METHODIST CHURCH

PROPERTY LEGAL DESCRIPTION:

Site Address: 23880 N. CRANES MILL ROAD

MARITS SUCHE S-703, A-549, A.S. CUNNINGHAM

City/State: CANYON LAKE, TX Zip: 78133

SURVEY 701, A102, & B. KUHN SURVEY 704, A 327,

County: COMAL Permit#: 107955

BEING 12.25 ACRES

Phone Number: _____

E-mail: _____

I. **General:** This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between NORTH SHORE UNITED METHODIST CHURCH, (hereinafter referred to as "Client") and PS Supply & Service LLC. (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services"), and the client agrees to fulfill his/her/their responsibilities under this agreement herein.

II. **Effective Dates:** This agreement commences on the date of License to Operate is issued for Three (3) years.

Date of License to Operate: 10.15.18 Last Date of Service: 10.15.21

III. **Services by Contractor:** Contractor will provide the following Services:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.

IV. **Payment(s):** Client shall pay to Contractor included w/in bill for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client: [Signature]

Contractor: [Signature]

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V. Client's Responsibilities: Client is responsible for each and all of the following:

1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities from the State and local regulatory agency.
4. To maintain the OSSF in accordance with manufacturer's recommendations.
5. To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS")) that may be required on the OSSF.
9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
10. To provide, at Client's expense, for pumping of tanks as needed.
11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.

VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.

VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above-described Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor.

VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any work performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.

IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.

X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.

XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.

XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.

XIII. Waiver. Except as otherwise noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

Client: 

Contractor: 

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XIV. **Headings.** The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

XV. **GOVERNING LAW AND CHOICE OF VENUE.** EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS – SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.

XVI. **JURY TRIAL WAIVER. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

Approved by Contractor:

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client:

XVII. **Reservation of Rights.** Contractor reserves all rights not specifically granted herein.

XVIII. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

XIX. **Counsel.** Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.

XX. **Entire Agreement:** This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

Client:

Contractor:

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

To: North Shore United Methodist (New System)
23880 N Cranes Mill Road North
Canyon Lake, TX 78133

Printed: 10/28/2021
Site: 23880 N Cranes Mill Road North
Canyon Lake, TX 78133
(830) 935-2171

Permit #: **107955**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 568
Contract Dates: 10/15/2021 - 10/15/2022
Scheduled Date: 10/15/2021 Inspection 1 of 3
Installed: 10/15/2021
Warranty End: 10/15/2024
GPS Coordinates - Latitude: 29.714950 Longitude: -98.285653

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/27/2021

Entered By: Danielle Jordan

Method: Grab

Technician: Robert Podvin

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .010

Sludge Levels

For Tank 1: 28

For Tank 2: 38

For Tank 3: 6

Pumping Needed

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

Scum on pretreatment 24"

System needs to be pumped immediately - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Tank needs Pumping.

Insp ID #: 12597

Provider: *Christopher Ryan Seidensticker*
PS Septic Supply & Service

License Info: MP0001708 Expires:

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

To: North Shore United Methodist (New System)
23880 N Cranes Mill Road North
Canyon Lake, TX 78133

Printed: 2/15/2022
Site: 23880 N Cranes Mill Road North
Canyon Lake, TX 78133
(830) 935-2171

Permit #: **107955**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 568
Contract Dates: 10/15/2021 - 10/15/2022
Scheduled Date: 2/15/2022 Inspection 2 of 3
Installed: 10/15/2021
Warranty End: 10/15/2024
GPS Coordinates - Latitude: 29.714950 Longitude: -98.285653

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/14/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 6

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .01

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

Scum =0" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:15387

Provider: *Christopher Ryan Seidensticker*
PS Septic Supply & Service

License Info: MP0001708 Expires:



PAUL SWOYER SEPTIC SUPPLY & SERVICE
23011 FM 306
CANYON LAKE, TX 78133

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

Customer: North Shore United Methodist Church
Site Address: 23880 N Cranes Mill Rd
City/State: Canyon Lake, TX **Zip:** 78133
County: Comal **Permit#:** 107955
Phone Number: 830-935-2171
E-mail: facilities@northshore-umc.org

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between North Shore United Methodist Church, (hereinafter referred to as "Client") and PS Supply & Service LLC. (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services"), and the client agrees to fulfill his/her/their responsibilities under this agreement herein.

II. Effective Dates: This agreement commences on the date of License to Operate is issued for Three (3) years.

Date of License to Operate: 09/15/2022 Last Date of Service: 09/15/2024

III. Services by Contractor: Contractor will provide the following Services:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.

IV. Payment(s): Client shall pay to Contractor 350.00, for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client: MSU

Contractor: PS

V. Client's Responsibilities: Client is responsible for each and all of the following:

1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities from the State and local regulatory agency.
4. To maintain the OSSF in accordance with manufacturer's recommendations.
5. To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS")) that may be required on the OSSF.
9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
10. To provide, at Client's expense, for pumping of tanks as needed.
11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.

VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.

VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above-described Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor

VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.

IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.

X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.

XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.

XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.

XIII. Waiver. Except as otherwise noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.



Client: MSU

Contractor: KS

XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

XV. GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS – SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.

XVI. JURY TRIAL WAIVER. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.


Approved by Contractor:  MP#0001708
DocuSigned by: CHRISTOPHER RYAN SEIDENSTICKER
Approved by Client:  North Shore UMC (Jesse Montoya)
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XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.

XVIII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

XIX. Counsel. Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.

XX. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

Client: 

Contractor: 

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

Printed:9/21/2022 Insp ID #:21021

Permit #: **107955**

To: North Shore United Methodist (New System)
23880 N Cranes Mill Road North
Canyon Lake, TX 78133

Main Phone: (830) 935-2171
Work:
Cell Phone:
Alt Cell:

Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 568
Contract Dates: 9/15/2022 - 9/15/2024
Scheduled Date: 1/15/2023 Inspection 1 of 6
Installed: 10/15/2018
Warranty End: 10/15/2021
GPS Coordinates: Latitude: 29.714950 Longitude: -98.285653

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 9/21/2022

Entered By: Nicole Loria

Method: Grab

Copy emailed to Customer

Customer Emailed: 9/21/2022

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 8

Irrigation Pumps: Operational

For Tank 2: N/A

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .09

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 2 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 9/21/2022.

Site: 23880 N Cranes Mill Road, Canyon Lake, TX 78133

Provider: *Christopher Ryan Seidensticker*
PS Septic Supply & Service

License Info: MP0001708 Expires:

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

Printed: 1/30/2023 Insp ID #: 25150

Permit #: **107955**

To: North Shore United Methodist (New System)
23880 N Cranes Mill Road North
Canyon Lake, TX 78133

Main Phone: (830) 521-7602
Work:
Cell Phone:
Alt Cell:

Agency: Comal County
County: Comal County
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 568
Contract Dates: 9/15/2022 - 9/15/2024
Scheduled Date: 1/15/2023 Inspection 2 of 6
Installed: 10/15/2018
Warranty End: 10/15/2021
GPS Coordinates: Latitude: 29.93551 Longitude: -98.28940

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"
Entered By: Ashley Spitzenberger
 Copy emailed to Customer
Customer Emailed: 1/30/2023

Visit Date: 1/27/2023

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .09

Sludge Levels

For Tank 1: 3

For Tank 2: NA

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 12 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 1/30/2023.

Site: 23880 N Cranes Mill Road, Canyon Lake, TX 78133

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

Luna Environmental

4222 FM 482

New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:6/27/2023

Permit: 107955

Site: 23880 N Cranes Mill Road, Canyon Lake, TX 78133

Main Phone: 8305217602

North Shore United Methodist (New System)

23880 N Cranes Mill Road North
Canyon Lake, TX 78133

Agency: Comal County

County: Comal County

System Info: MFG: Brand: MAXX AIR Customer ID: 1967
Treatment Type: Aerobic Disposal Type: Surface Application Insp ID: 29497
Installed: 10/15/2018 Warranty Expiration: 10/15/2021
Visit Details <----->
Visit Date: 6/23/2023 Entered By: Nicole Loria GPS Lat: 29.93551 GPS Long: -98.28940
Scheduled Date: 5/15/2023 Contract Starts: 9/15/2022 Customer Emailed: 6/27/2023
Entered On: 6/27/2023 Contract Ends: 9/15/2024

Visit Results

Service Type: Scheduled Inspection
Count: Inspection 3 of 6
Method: Grab License # Expires
Technician: Logan Leppo
Provider: Luna Environmental, LLC Service Completed

Aerators: <u>Operational</u>	Sludge Level Tank 1: <u>8</u>
Filters: <u>Operational</u>	Sludge Level Tank 2: <u>N/A</u>
Irrigation Pumps: <u>Operational</u>	Sludge Level Tank 3: <u>6</u>
Disinfection Device: <u>Operational</u>	
Chlorine Supply: <u>Operational</u>	
Chlorine Residual: <u>.1</u>	

Electric Circuits: Operational Tank Lid / Riser: Secured
Distribution System: Operational Insp. Port / Plug: Secured
Drip/Sprayfield Veg: Operational

Alarm: Operational PSI Pressure: 4.0

Comments

- Scum on pretreatment 8-recommend adding riser to pump tank-recommend changing chlorinator to EZ Tank as tubing wants to stay on barbor current chlorinator - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 6/27/2023.



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer	Residential	Initial Contract
North Shore United Methodist Church Bldg 3 Septic System	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site Address	Agency	
23880 N Cranes Mill Road, Canyon Lake, TX 78133	Comal County	
Email	Phone	Permit Number
facilities@northshore-umc.org	(830) 521-7602	107955
System Details		
Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 800 Max GPD		

AGREEMENT

I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 9595 Ranch Rd 12 Suite #1 Wimberley, TX 78676. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Dates & Fees:

This agreement provides maintenance from **9/15/2024** to **9/15/2025** for a total fee of **\$325.00**

III. Services by Contractor:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once per year for LPD systems, once every four (4) months for residential properties, or once every one (1) month for commercial properties.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.
5. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
6. Visit site within 48 hours of a service request.
7. Provide Customer Support line at (855) 560-9909.

IV. Client Responsibilities:

1. Maintain Chlorinator and proper chlorine supply, unless otherwise specified.
2. Provide all necessary lawn or yard maintenance and remove all obstructions, including dogs and other animals as needed to allow the OSSF to function properly and the Contractor easy and safe access to all parts of system.
3. Immediately notify Contractor of any alarms or system problems.
4. Have tanks pumped out as directed by manufacturer, typically every 3 years.
5. Be available by text, phone, or in person when the Contractor is on site in case of required repair approvals or questions.
6. Maintain site drainage to prevent adverse effects on OSSF.
7. Promptly pay Contractor's bills, fees, and invoices in full.

V. Access By Contractor:

Access By Contractor: The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of repairs and services described herein.

VI. Termination of This Agreement:

Either party may terminate this agreement with 30 days' written notice in the event of the other party's substantive failure to perform in accordance with this agreement without fault of the terminating party. If this agreement is terminated, the Contractor will notify the appropriate regulatory authority.

VII. Limitation of Liability:

In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

VIII. Payment Terms:

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client.

IX. Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

North Shore United Methodist Church Bldg 3 Septic System

Luna Environmental / Wes Magley / Logan Leppo

Signed by: Customer Name
Jesse Montoya (Facilities Manager)
 1C7E3DB4AFA2444...
 Customer Signature

Maintenance Provider Name
Wes Magley *LOGAN LEPP*
 License # MP0002679 License # MP0002494
 Maintenance Provider Signature

Additional Comments / Special Terms:

