



Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 04/24/2019 Permit Number: 108320

Location Description: 7637 SKY LOOP
SAN ANTONIO, TX 78266
Subdivision: Canham Ranch
Unit: 1
Lot: 13
Block: 1
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: The Metzger Living Trust

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 Lopez OS8497
ENVIRONMENTAL HEALTH INSPECTOR

Signature of Environmental Health Coordinator
ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swoyer OSSF Installer #: \_\_\_\_\_

1st Inspection Date: 3/29/19 2nd Inspection Date: \_\_\_\_\_ 3rd Inspection Date: 4/24/19

Inspector Name: Mike T. Inspector Name: \_\_\_\_\_ Inspector Name: Mike T.

Permit#: 108320 Address: Canham Ranch / 7637 Sky Loop Dr.

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)		3/29/19		4/24/19
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)(III) 285.32(b)(1)(E)(I) 285.32(b)(1)(E)(II)(I)				
7	PRETREATMENT Grease Interceptors If required for commercial		285.34(d)				

MT - 3/29/19  
 Tank set, leveled  
 operational ✓  
 Ready for cover  
 Remove or cover deck  
 Firewood, weeds to be moved.  
 ... moved from storage area.

MT - 4/29/19  
 Covered.

**Comal County Environmental Health  
OSSF Inspection Sheet**

	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	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	✓		800	3/29/19		4/24/19
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		maxxair			
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)				

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
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)				
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)				

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes &lt; 2.0%</p> <p>EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less &amp; an additional 400 ft. for each additional bedroom )</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. &amp; Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) &amp; Pipe Holes ( 3/16 - 1/4" dia. Hole Size ) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
33	<p>AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.</p>	✓	285.32(c)(1)		3/29/19		4/24/19
34	<p>AEROBIC TREATMENT UNIT Inspection/Clean Out Port &amp; Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</p> <p>AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank</p> <p>AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions</p>	✓					
35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>	✓					
36	<p>PUMP TANK is the Pump Tank an approved concrete tank or other acceptable materials &amp; construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti-Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
37	<p>PUMP TANK Inspection/Clean Out Port &amp; Risers Provided</p> <p>PUMP TANK Secondary restraint system provided</p> <p>PUMP TANK Riser permanently fastened to lid or cast into tank</p> <p>PUMP TANK Riser cap protected against unauthorized intrusions</p>						
38	<p>PUMP TANK Secondary restraint system provided</p>						
39	<p>PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried</p>						

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OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st insp.	2nd insp.	3rd insp.
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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	✓					
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: Swoyer OSSF Installer #: \_\_\_\_\_

1st Inspection Date: 3/29/19 2nd Inspection Date: \_\_\_\_\_ 3rd Inspection Date: \_\_\_\_\_

Inspector Name: mike T. Inspector Name: \_\_\_\_\_ Inspector Name: \_\_\_\_\_

Permit#: 108320 Address: Cawham Ranch / 7637 Sky Loop Dr.

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)		3/29/19		
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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)				
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7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

MY- 3/29/19  
 Tank set, leveled  
 operational ✓  
 Ready for cover  
 Remove or cover deck  
 Firewood needs to be moved.  
 Mulch pile need to be removed from spray area.

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OSSF Inspection Sheet**

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35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>	✓					
36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials &amp; construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
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OSSF Inspection Sheet**

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44	PUMP TANK Material Type & Manufacturer						
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: 108320  
Issued This Date: 11/09/2018  
This permit is hereby given to: The Metzger Living Trust

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

7637 SKY LOOP  
SAN ANTONIO, TX 78266

Subdivision: Canham Ranch  
Unit: 1  
Lot: 13  
Block: 1  
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.

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

Date October 25, 2018

Permit 109320

Owner Name THE METZGER LIVING TRUST  
Mailing Address 8165 GARDEN OAKS DRIVE  
City, State, Zip SAN ANTONIO TEXAS 78266  
Phone# 210-445-1008  
Email lilmetzger49@gmail.com

Agent Name GREG W. JOHNSON, P.E.  
Agent Address 170 HOLLOW OAK  
City, State, Zip NEW BRAUNFELS, TX 78132  
Phone # (830) 905-2778  
Email gregjohnsonpe@yahoo.com

All correspondence should be sent to:  Owner  Agent  Both

Method:  Mail  Email

Subdivision Name CANHAM RANCH Unit/Phase/Section 1 Lot 13 Block 1

Acreage/Legal \_\_\_\_\_

Street Name/Address 7637 SKY LOOP City SAN ANTONIO Zip 78266

Type of Development:

Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 2510

RECEIVED

NOV 05 2018

COUNTY ENGINEER

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 \_\_\_\_\_

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants \_\_\_\_\_

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: \$ 350,000 (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

By signing this application, 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.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Laura Metzger Lil Metzger  
Signature of Owner

10/31/18  
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 M600 Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 300

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

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

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

RECEIVED

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

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

NOV 05 2018

COUNTY ENGINEER

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? [ ] Yes [X] 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 [ ] 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 October 29, 2018

Greg W. Johnson, P.E.  
170 Hollow Oak  
New Braunfels, Texas 78132  
830/905-2778

October 29, 2018

Comal County Office of Environmental Health  
195 David Jonas Drive  
New Braunfels, Texas 78132-3760

RE- SEPTIC DESIGN  
7637 SKY LOOP  
CANHAM RANCH, UNIT 1, BLOCK 1, LOT 13  
SAN ANTONIO, TX 78266  
THE METZER LIVING TRUST

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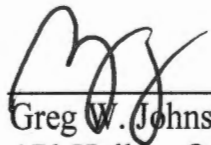
Ms. Brenda Ritzen/Sandra Hernandez,

COUNTY ENGINEER

The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40, 285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

 10/29/18  
\_\_\_\_\_  
Greg W. Johnson, P.E. No. 67587 / F#2585  
170 Hollow Oak  
New Braunfels, Texas 78132 - 830/905-2778



AFFIDAVIT



201806042960 11/05/2018 01:38:20 PM 1/1

THE COUNTY OF COMAL  
STATE OF TEXAS

Yes

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.

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):

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1 UNIT/PHASE/SECTION 1 BLOCK 13 LOT CANHAM RANCH SUBDIVISION

IF NOT IN SUBDIVISION: \_\_\_\_\_ ACREAGE \_\_\_\_\_ SURVEY

The property is owned by (insert owner's full name): THE METZGER LIVING TRUST

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 31<sup>st</sup> DAY OF October, 2018

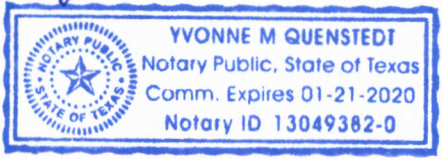
Larry Metzger / Lil Metzger  
Owner(s) signature(s)

Larry W Metzger / Lil Metzger  
Owner (s) Printed name (s)

Larry Metzger and Lil Metzger SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 31<sup>st</sup> DAY OF October, 2018

Yvonne M. Quenstedt  
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  
11/05/2018 01:38:20 PM  
TERRI 1 Page(s)  
201806042960



(Notary Seal Here)

Bobbie Koepf





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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

CANHAM RANCH, UNIT 1, BLOCK 1, LOT 13

Customer: THE METZGER LIVING TRUST

Site Address: 7637 SKY LOOP

City/State: SAN ANTONIO, TX Zip: 78266

County: COMAL Permit#:

Phone Number: 210-313-8693

E-mail: lilmetzger49@gmail.com

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between THE METZGER LIVING TRUST, (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 \$9,500.00 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: [Signature]

Contractor: [Signature]

**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.

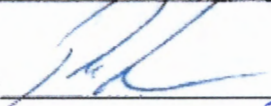
Client: 

Contractor: 

**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: October 26, 2018

Site Location: CANHAM RANCH, UNIT 1, BLOCK 1, LOT 13

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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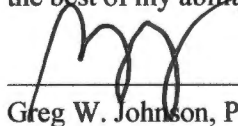
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COUNTY ENGINEER

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	<b>IV</b>	<b>CLAY</b>	<b>N/A</b>	<b>NONE OBSERVED</b>	<b>LIMESTONE @ 8"</b>	<b>BROWN</b>
1						
2						
3						
4						
5						

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	<b>SAME</b>		<b>AS</b>		<b>ABOVE</b>	
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, P.E. 67587-F2585, S.E. 11561

10/26/18  
\_\_\_\_\_  
Date

**OSSF SOIL EVALUATION REPORT INFORMATION**

Date: October 29, 2018

**Applicant Information:**

Name: The METZGER LIVING TRUST  
Address: 8165 GARDEN OAKS DRIVE  
City: SAN ANTONIO State: TEXAS  
Zip Code: 78266 Phone: (210) 445-1008

**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 13 Unit 1 Blk 1 Subd. CANHAM RANCH  
Street Address: 7637 SKY LOOP  
City: San Antonio Zip Code: 78266  
Additional Info.: \_\_\_\_\_

**Installer Information:**

Name: \_\_\_\_\_  
Company: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip Code: \_\_\_\_\_ Phone \_\_\_\_\_

**Topography:** Slope within proposed disposal area: 8 to 15 %  
Presence of 100 yr. Flood Zone: YES \_\_\_ NO X  
Existing or proposed water well in nearby area. YES \_\_\_ NO X  
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:**

COUNTY ENGINEER

**Commercial**

Q = \_\_\_\_\_ GPD \_\_\_\_\_

**Residential** Water conserving fixtures to be utilized? Yes X No \_\_\_\_\_

Number of Bedrooms the septic system is sized for: 4 Total sq. ft. living area 2510

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

Q = (4 +1)\*75-(20%)= 300

Trash Tank Size 353 Gal.

TCEQ Approved Aerobic Plant Size 600 G.P.D.

Req'd Application Area = Q/Ri = 300 / 0.064 = 4688 sq. ft.

Application Area Utilized = 5654 sq. ft.

Pump Requirement 12 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 = 768 Gal. 14.5 Gal/inch.

Reserve Requirement = 100 Gal. 1/3 day flow.

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

With Chlorinator NSF/TCEQ APPROVED

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

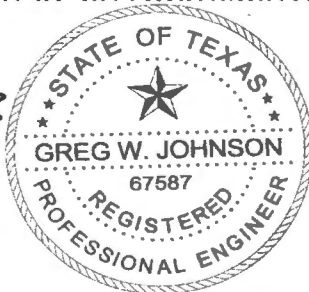
1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

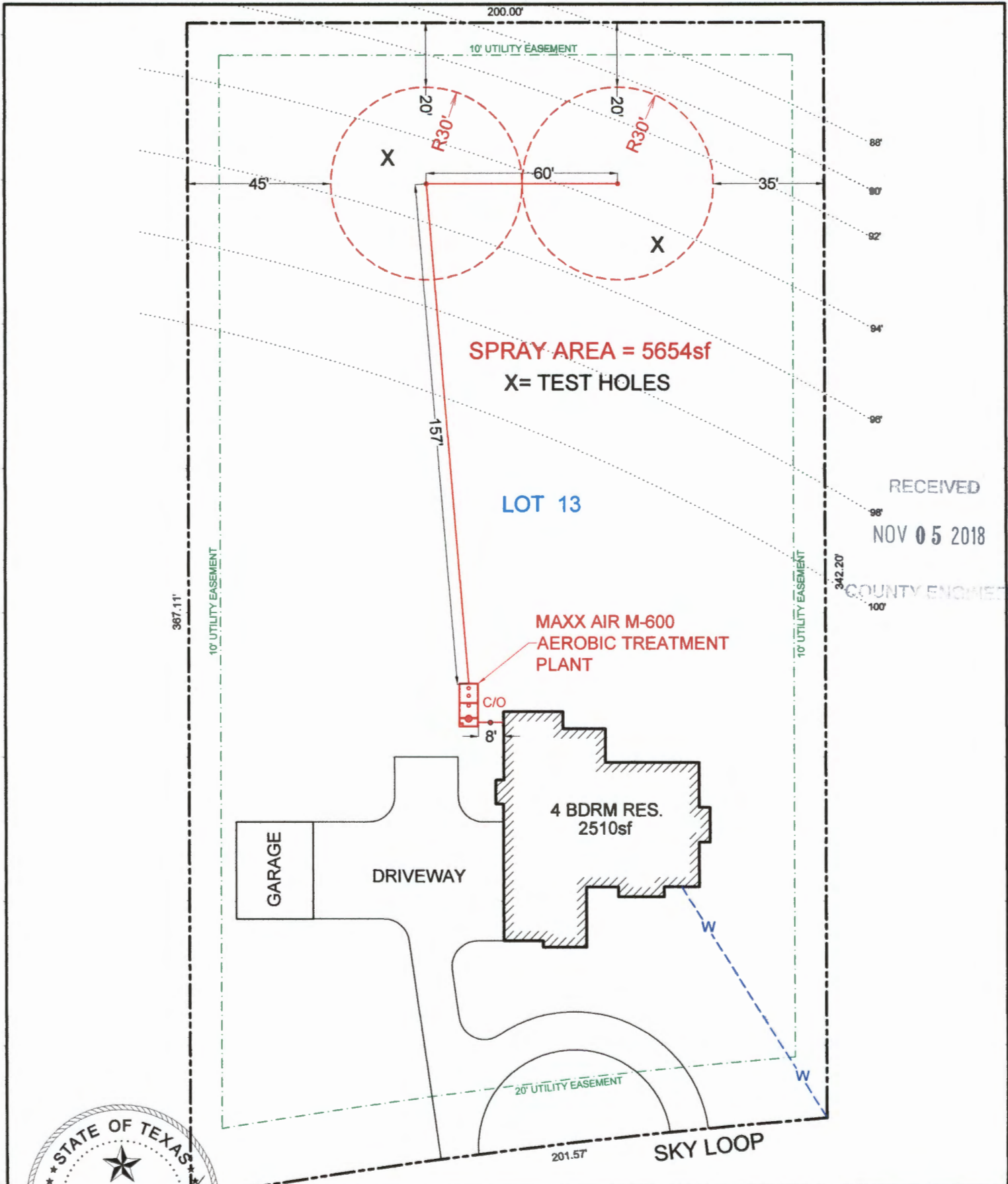
I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016)

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

10/29/18  
DATE



FIRM #2585



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 NOV 05 2018  
 COUNTY ENGINEER



OWNER: The METZGER LIVING TRUST		DRAWN BY: EJS III	
STREET ADDRESS: 7637 SKY LOOP			
LEGAL DESC: CANHAM RANCH	UNIT/SECTION/PHASE: 1	BLOCK: 1	LOT: 12
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 10/29/2018	REVISED:

**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.

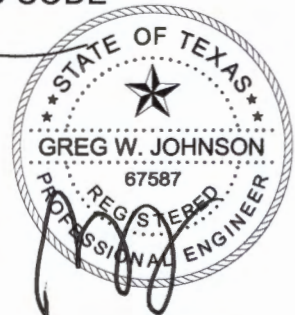
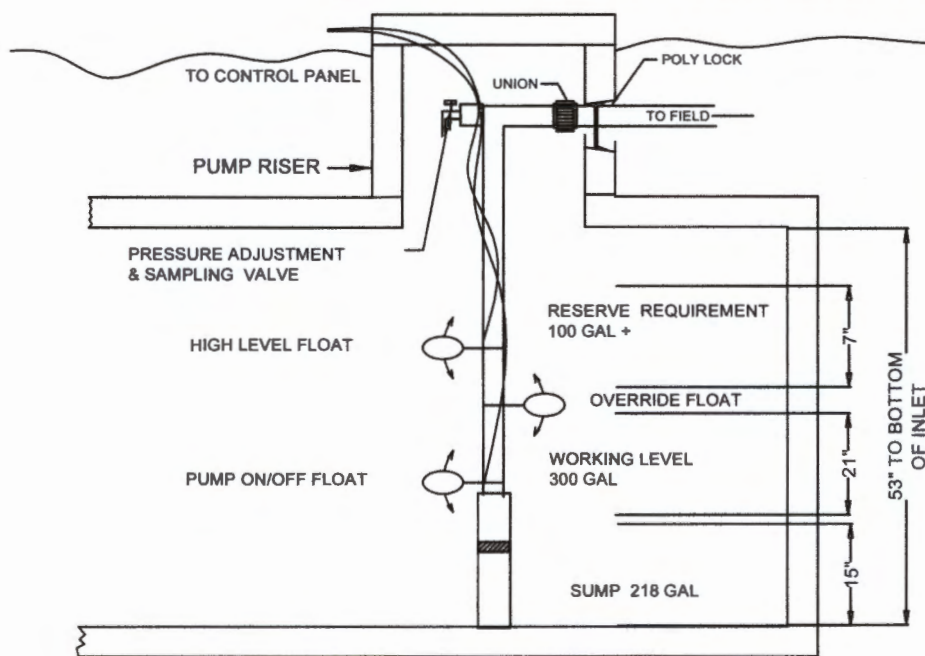
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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NOV 05 2018

COUNTY ENGINEER

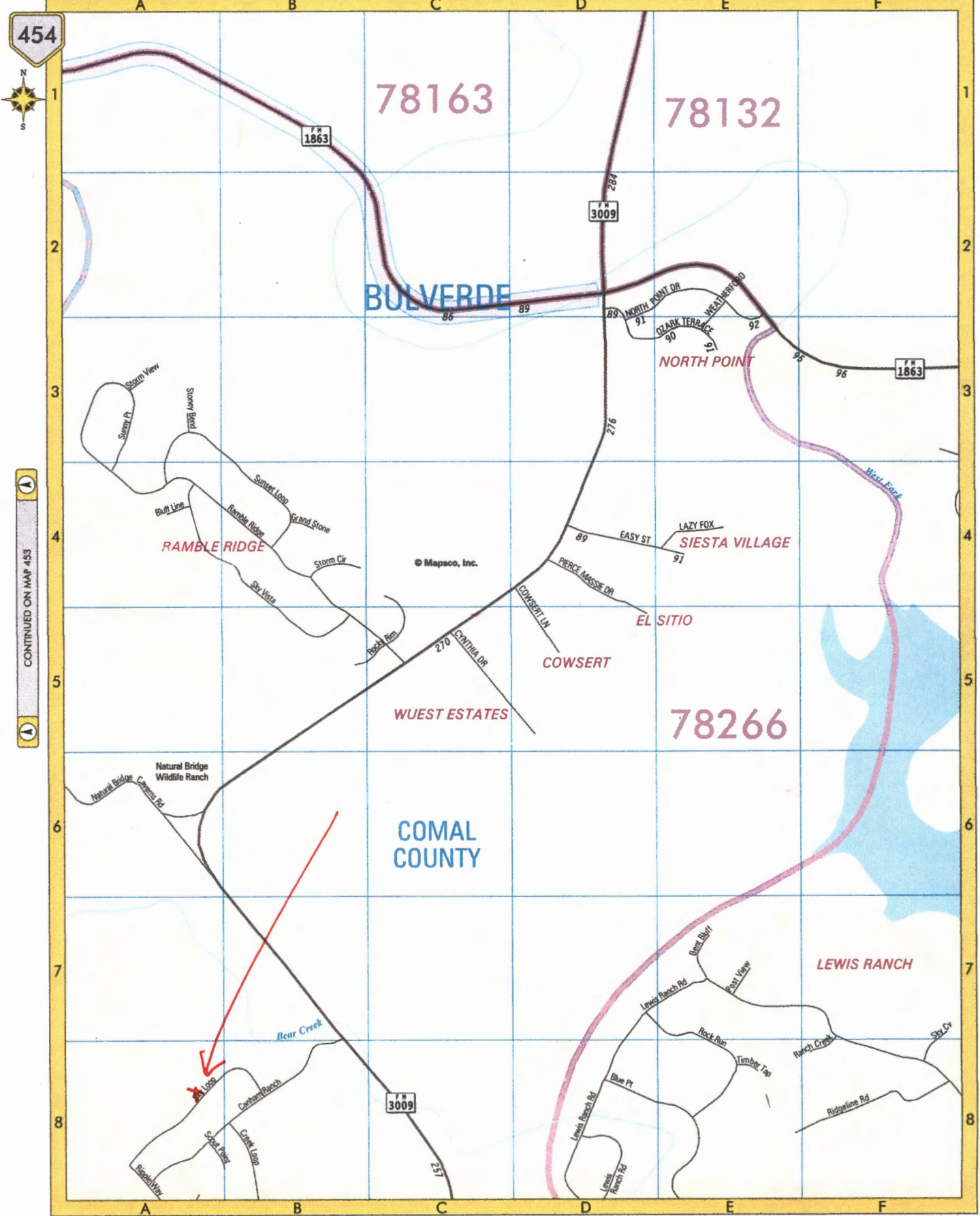
ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE



F-2585

10/29/18

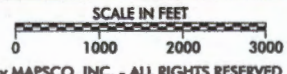
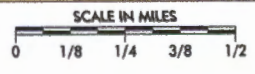
**TYPICAL PUMP TANK CONFIGURATION  
MAXX AIR M600 768 GAL PUMP TANK**



454



CONTINUED ON MAP 453





CHICAGO TITLE CO # 93012802459 K2

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

**GENERAL WARRANTY DEED**

**Date:** April 20, 2018

**Grantor:** Dennis Cass Krzyzowski, Jr. and wife, Lycinda Kathleen Krzyzowski

**Grantor's Mailing Address:** 311 America Flag  
Scheetz, TX 75088

**Grantee:** The Metzger Living Trust

**Grantee's Mailing Address:** 865 Garden Oaks Dr.  
Springtown, TX 75210

**Consideration:**

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

**LOT 13, BLOCK 1, CANHAM RANCH SUBDIVISION UNIT 1, COMAL COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 14, PAGE 246, MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS.**

**Reservations from Conveyance and Warranty:** None

**Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to any and all valid easements and rights-of-way of record, all presently recorded restrictions, reservations, covenants, conditions and other instruments other than liens and conveyances, filed of record, to the extent, if any, that they are valid and subsisting against the Property or any part thereof.

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 hold it to Grantee, Grantee's heirs, executors and administrators forever. Grantor binds Grantor and Grantor's heirs, executors and administrators to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Ad valorem taxes and assessments attributable to the year 2018 have been prorated between Grantor and Grantee as of the date of this General Warranty Deed and Grantee hereby expressly assumes and agrees to pay the same for the current year and subsequent years.

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

**GRANTOR:**

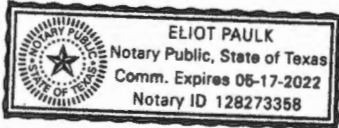
*Dennis Cass Krzyzowski, Jr.*  
Dennis Cass Krzyzowski, Jr.

*Lycinda Kathleen Krzyzowski*  
Lycinda Kathleen Krzyzowski

THE STATE OF TEXAS  
COUNTY OF BEXAR

§  
§  
§

The foregoing instrument was acknowledged before me this 20 day of April, 2018 by  
Dennis Cass Krzyzowski, Jr., in his individual capacity.

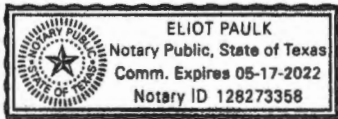


Notary Public, State of Texas

THE STATE OF TEXAS  
COUNTY OF BEXAR

§  
§  
§

The foregoing instrument was acknowledged before me this 20 day of April, 2018 by  
Lycinda Kathleen Krzyzowski, in her individual capacity;



Notary Public, State of Texas

**AFTER RECORDING, PLEASE RETURN TO:**

Chicago Title of Texas, LLC  
Attn: Emma Kingsbery  
270 N. Loop 1604 East, Ste. 100  
San Antonio, Texas 78232

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
04/20/2018 02:41:08 PM  
LAURA 2 Pages(s)  
201806015235



*Bobbie Koepf*

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

<i>items Date Received</i>	<i>initials</i>

<i>Permit Number</i>

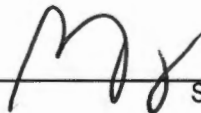
Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

OSSF Permit

- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- Required Permit Fee
- Copy of Recorded Deed
- Surface Application/Aerobic Treatment System
  - Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
  - Signed Maintenance Contract with Effective Date as Issuance of License to Operate

I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

 \_\_\_\_\_  
Signature of Applicant

11/5/16 \_\_\_\_\_  
Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)

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

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

**Permit #: 108320**

**To: PAUL SWOYER SEPTICS, LLC**  
**7637 SKY LOOP**  
**San Antonio, TX 78266**

Tech: Not Assigned  
 Brand/Mfg: MAXX AIR -  
 System S/N:  
 Aerator and S/N:

Site: 7637 SKY LOOP, San Antonio  
 Agency: Comal County  
 County:  
 Subdivision: Seven Hills

Installed:  
 Phone:  
 Cell:  
 Work:

Contract: 4/24/2019 - 4/24/2022  
 Inspections per year: 3  
 Service Due: 8/24/2019  
 Alt Phone:  
 Warranty Ending:

Inspection Type: \_\_\_\_\_ Inspection # \_\_\_\_\_ of \_\_\_\_\_ for the contract year

Item	Operational	Inoperative	N/A		
Aerator:	_____	_____	_____ <input checked="" type="checkbox"/>	1	12
Irrigation pump:	_____	_____	_____ <input checked="" type="checkbox"/>		
Air compressor:	_____ <input checked="" type="checkbox"/>	_____	_____	2	0
Disinfection device:	_____ <input checked="" type="checkbox"/>	_____	_____		
Chlorine supply:	_____ <input checked="" type="checkbox"/>	_____	_____		
Spray field vegetation:	_____ <input checked="" type="checkbox"/>	_____	_____		
Sprinkler / Drip backwash:	_____ <input checked="" type="checkbox"/>	_____	_____	3	2
Photocell Test:	_____	_____	_____ <input checked="" type="checkbox"/>		
Autodialer:	_____	_____	_____ <input checked="" type="checkbox"/>		
Water Meter Reading: _____	CFM: _____	PSI: _____			

**Test Results and observations: (As Required)**

Fecal Coliform: \_\_\_\_\_  
 Chlorine Residual: \_\_\_\_\_ **0.17**  
 Test Method: \_\_\_\_\_ **CRAP**  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Commercial Lab: \_\_\_\_\_  
 Date Submitted: \_\_\_\_\_

Repairs made: Y / N

Repairs and Comments: \_\_\_\_\_ **scum 1/2"** \_\_\_\_\_

Inspector: \_\_\_\_\_

Date: \_\_\_\_\_  
**29. 678902**  
**98. 332502**

Area: 10  
 GPS:

ID = 957

Printed: 8/30/2019

7637 SKY LOOP, San Antonio

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

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

**Permit #: 108320**

**To: Home Owner**  
**7637 SKY LOOP**  
**San Antonio, TX 78266**

Tech: Not Assigned  
 Brand/Mfg: MAXX AIR -  
 System S/N  
 Aerator and S/N:

Contract 4/24/2019 - 4/24/2022  
 Inspections per year: 3  
 Service Due **12/24/2019**  
 Alt Phone  
 Warranty Ending:

Site: 7637 SKY LOOP, San Antonio  
 Agency: Comal County  
 County:  
 Subdivision: Seven Hills

Installed:  
 Phone:  
 Cell:  
 Work:

Inspection Type: \_\_\_\_\_ Inspection # \_\_\_\_\_ of \_\_\_\_\_ for the contract year

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	_____ ✓
Irrigation pump:	_____ ✓	_____	_____
Air compressor:	_____ ✓	_____	_____
Disinfection device:	_____ ✓	_____	_____
Chlorine supply:	_____ ✓	_____	_____
Spray field vegetation:	_____ ✓	_____	_____
Sprinkler / Drip backwash:	_____ ✓	_____	_____
Photocell Test:	_____	_____	_____ ✓
Autodialer:	_____	_____	_____ ✓
Water Meter Reading: _____ CFM: _____ PSI: _____			

1.8"  
 2.0"  
 3.0"

**Test Results and observations: (As Required)**

Fecal Coliform: \_\_\_\_\_  
 Chlorine Residual: \_\_\_\_\_ *1.12* \_\_\_\_\_  
 Test Method: \_\_\_\_\_ *grab* \_\_\_\_\_  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Commercial Lab: \_\_\_\_\_  
 Date Submitted: \_\_\_\_\_

Repairs made: Y / N

Repairs and Comments: *Sum 2"*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

**Permit #: 108320**

**To: Home Owner**  
**7637 SKY LOOP**  
**San Antonio, TX 78266**

Tech: Not Assigned  
 Brand/Mfg.: MAXX AIR -  
 System S/N:  
 Aerator and S/N:

Contract: 4/24/2019 - 4/24/2022  
 Inspections per year: 3  
 Service Due: 4/24/2020  
 Alt Phone:  
 Warranty Ending:

Site: 7637 SKY LOOP, San Antonio  
 Agency: Comal County  
 County:  
 Subdivision: Seven Hills

Installed:  
 Phone:  
 Cell:  
 Work:

Inspection Type: \_\_\_\_\_ Inspection # \_\_\_\_\_ of \_\_\_\_\_ for the contract year

Item	Operational	Inoperative	N/A			
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#1	4"	1" Seum
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Air compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#2	0"	
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	#3	2"	
Autodialer:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			
Water Meter Reading: _____	CFM: _____	PSI: _____				

**Test Results and observations: (As Required)**

Fecal Coliform: \_\_\_\_\_  
 Chlorine Residual: 0.10  
 Test Method: d.p  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Commercial Lab: \_\_\_\_\_  
 Date Submitted: \_\_\_\_\_

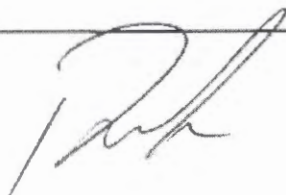
Repairs made: Y  N

**Repairs and Comments:**

perform orientation

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

#4336  
 ES



Area: / 0  
 GPS: 29.678802 -98.3325 ID = 957

Printed: 4/14/2020

7637 SKY LOOP, San Antonio

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

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

**To: Home Owner**  
**7637 SKY LOOP**  
**San Antonio, TX 78266**

Printed: 8/21/2020  
Site: 7637 SKY LOOP  
San Antonio, TX 78266

Permit #: **108320**

Customer ID: 957

Agency: Comal County

Contract Dates: 4/24/2019 - 4/24/2022

County:

Sub: Seven Hills

Scheduled Date: 8/24/2020

Inspection 4 of 9

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates - Latitude: 29.678802 Longitude: -98.332502

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 8/20/2020**

**Entered By: .**

**Method: Grab**

**Technician: Ryan Seidensticker**

**Maint. Provider: Ryan Seidensticker**

**Aerators: Operational**

**Sludge Levels**

**Filters: Operational**

**For Tank 1: 15**

**Irrigation Pumps: Operational**

**For Tank 2: 3**

**Disinfection Device: Operational**

**For Tank 3: 2**

**Chlorine Supply: Operational**

**Chlorine Residual: .4**

**Tank Lid / Riser: Secured**

**Sprinkler Drip Backwash: Good**

**Electric Circuits: Operational**

**Distribution System: Operational**

**Sprayfield Veg: Operational**

**Color: Good**

**Odor: Good**

**Alarm: Operational**

**Comments**

Scum on pretreatment: 1" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

**Service Completed**

Insp ID #: 5536

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

**To: Home Owner**  
**7637 SKY LOOP**  
**San Antonio, TX 78266**

Printed: 12/15/2020  
Site: 7637 SKY LOOP  
San Antonio, TX 78266

Permit #: **108320**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Seven Hills

Customer ID: 957

Contract Dates: 4/24/2019 - 4/24/2022

Scheduled Date: 12/24/2020

Inspection 5 of 9

GPS Coordinates - Latitude: 29.678802 Longitude: -98.332502

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 12/14/2020**

**Entered By: \_**

**Method: Grab**

**Technician: Ryan Seidensticker**

**Maint. Provider: Ryan Seidensticker**

**Aerators: Operational**

**Sludge Levels**

**Filters: Operational**

**For Tank 1: 10**

**Irrigation Pumps: Operational**

**Disinfection Device: Operational**

**Chlorine Supply: Operational**

**Chlorine Residual: 0.1mg/L**

**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: 1/2" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

**Owner signature: \_\_\_\_\_**

Insp ID #: 7089

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023



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

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

**To: Home Owner**  
**7637 SKY LOOP**  
**San Antonio, TX 78266**

Printed: 4/22/2021  
Site: 7637 SKY LOOP  
San Antonio, TX 78266

---

Permit #: **108320** Customer ID: 957  
Agency: Comal County Contract Dates: 4/24/2019 - 4/24/2022  
County: Sub: Seven Hills Scheduled Date 4/24/2021 Inspection 6 of 9  
Mfg / Brand: - MAXX AIR  
Treatment Type: Aerobic  
Disposal: Surface Application GPS Coordinates - Latitude: 29.678917 Longitude: -98.332981

---

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"  
**Entered By: \_**

**Visit Date: 4/21/2021**

**Method: Grab**

**Technician: Ryan Seidensticker**

**Maint. Provider: Ryan Seidensticker**

---

Aerators: Operational  
Filters: Operational  
Irrigation Pumps: Operational  
Disinfection Device: Operational  
Chlorine Supply: Operational  
Chlorine Residual: 0.14

**Sludge Levels**  
For Tank 1: 20  
For Tank 2: 3  
For Tank 3: 3

**Tank Lid / Riser: Secured**

**Sprinkler Drip Backwash: Good**

Electric Circuits: Operational  
Distribution System: Operational  
Sprayfield Veg: Operational

Color: Good  
Odor: Good

Alarm: Operational

**Comments**

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

**Service Completed**

**Owner signature: \_\_\_\_\_**

Insp ID #: 9147

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

**To: Home Owner**  
**7637 SKY LOOP**  
**San Antonio, TX 78266**

Printed: 8/4/2021  
Site: 7637 Sky Loop  
San Antonio, TX 78266

Permit #: **108320**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Seven Hills

Customer ID: 957

Contract Dates: 4/24/2019 - 4/24/2022

Scheduled Date 8/24/2021

Inspection 7 of 9

GPS Coordinates - Latitude: 29.678917 Longitude: -98.332981

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 8/3/2021**

**Entered By: .**

**Method: Grab**

**Technician: Landon Gronvold**

**Maint. Provider: Ryan Seidensticker**

**Aerators: Operational**

**Filters: Operational**

**Irrigation Pumps: Operational**

**Disinfection Device: Operational**

**Chlorine Supply: Operational**

**Chlorine Residual: 0.15**

**Sludge Levels**

**For Tank 1: 15**

**For Tank 3: 1**

**Tank Lid / Riser: Secured**

**Sprinkler Drip Backwash: Good**

**Electric Circuits: Operational**

**Distribution System: Operational**

**Sprayfield Veg: Operational**

**Color: Good**

**Odor: Good**

**Alarm: Operational**

**Comments**

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

**Service Completed**

**Owner signature:** \_\_\_\_\_

Insp ID #: 11205

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

License Info: MP0001708 Expires:

License Info: MT0001995 Expires: 10/31/2021

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

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

**To: Lil Metzger**  
7637 Sky Loop  
San Antonio, TX 78266

Printed: 12/21/2021  
Site: 7637 Sky Loop  
San Antonio, TX 78266  
(210) 445-1008

---

Permit #: **108320** Customer ID: 957  
Agency: Comal County Contract Dates: 4/24/2019 - 4/24/2022  
County: Sub: Seven Hills Scheduled Date: 12/24/2021 Inspection 8 of 9  
Mfg / Brand: - MAXX AIR  
Treatment Type: Aerobic  
Disposal: Surface Application GPS Coordinates - Latitude: 29.678917 Longitude: -98.332981

---

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 12/17/2021**

**Entered By: Michelle Irvin**

**Method: Grab**

**Technician: Ryan Seidensticker**

**Maint. Provider: Ryan Seidensticker**

---

**Aerators:** Operational  
**Filters:** Operational  
**Irrigation Pumps:** Operational  
**Disinfection Device:** Operational  
**Chlorine Supply:** Operational  
**Chlorine Residual:** .90

**Sludge Levels**  
**For Tank 1:** 18  
**For Tank 2:** 14  
**For Tank 3:** 2

**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 #:13951

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023



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

MP#0001708  
CHRISTOPHER RYAN SEIDENSTICKER

**PROPERTY LEGAL DESCRIPTION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Customer:** Lillian Metzger  
**Site Address:** 7637 Sky Loop  
**City/State:** San Antonio, Tx **Zip:** 78266  
**County:** Comal **Permit#:** 108320  
**Phone Number:** 210-445-1008  
**E-mail:** lilmetzger49@gmail.com

**I. General:** This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between Lillian Metzger, (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:**

Date of License to Operate: 04/24/2022 Last Date of Service: 04/24/2024

**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:

Contractor:

**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: 

**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:   
F17CEFA3BEA0419...

**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: Lillian Metzger**  
7637 Sky Loop  
San Antonio, TX 78266

Printed:4/4/2022  
Site: 7637 Sky Loop  
San Antonio, TX 78266  
(210) 445-1008

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Permit #: **108320** Customer ID: 957  
Agency: Comal County Contract Dates: 4/24/2019 - 4/24/2022  
County: Sub: Seven Hills Scheduled Date: 4/24/2022 Inspection 9 of 9  
Mfg / Brand: - MAXX AIR  
Treatment Type: Aerobic  
Disposal: Surface Application GPS Coordinates - Latitude: 29.678917 Longitude: -98.332981

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**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 3/31/2022**

**Entered By: Michelle Irvin**

**Method: Grab**

**Technician: Chris Zigalo**

**Maint. Provider: Ryan Seidensticker**

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**Aerators: Operational**  
**Filters: Operational**  
**Irrigation Pumps: Operational**  
**Disinfection Device: Operational**  
**Chlorine Supply: Operational**  
**Chlorine Residual: .1**

**Sludge Levels**  
**For Tank 1: 16**  
**For Tank 2: 6**  
**For Tank 3: 2**

**Tank Lid / Riser: Secured**

**Sprinkler Drip Backwash: Good**

**Electric Circuits: Operational**  
**Distribution System: Operational**  
**Sprayfield Veg: Operational**

**Color: Good**  
**Odor: Good**

**Alarm: Operational**

**Comments**

Scum = 3" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

**Service Completed**

Insp ID #:16690

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

License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

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

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

Printed: 12/16/2022 Insp ID #: 23939

Permit #: **108320**

**To: Lillian Metzger**  
**7637 Sky Loop**  
**San Antonio, TX 78266**

Main Phone: (210) 445-1008  
Work:  
Cell Phone:  
Alt Cell:

Customer ID: 957

Contract Dates: 4/24/2022 - 4/24/2024

Scheduled Date: 12/24/2022

Inspection 2 of 6

Agency: Comal County  
County:

Sub: Seven Hills

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.678917 Longitude: -98.332981

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Entered By: Ryan Seidensticker**

**Visit Date: 12/16/2022**

Copy emailed to Customer

Customer Emailed: 12/16/2022

**Method: Grab**

**Technician: Not Assigned**

**Maint. Provider: Ryan Seidensticker**

**Aerators: Operational**

**Sludge Levels**

**Filters: Operational**

**For Tank 1: 23**

**Irrigation Pumps: Operational**

**For Tank 3: 20**

**Disinfection Device: Operational**

**For Tank 4: 1**

**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 1" - 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 12/16/2022.

Site: 7637 Sky Loop, San Antonio, TX 78266

**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:9/28/2023

**Permit: 108320**

Site: 7637 Sky Loop, San Antonio, TX 78266

Main Phone: 2104451008

**Lillian Metzger**

**7637 Sky Loop**

**San Antonio, TX 78266**

Agency: Comal County

County: Comal County

Subdivision: Seven Hills

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System Info: MFG:            Brand: MAXX AIR Customer ID: 2356  
Treatment Type: Aerobic Disposal Type: Surface Application Insp ID: 33579  
Installed: 4/24/2019 Warranty Expiration: 4/24/2022  
Visit Details <----->  
**Visit Date: 9/26/2023** Entered By: Nicole Loria GPS Lat: 29.678917 GPS Long: -98.332981  
Scheduled Date: 8/24/2023 Contract Starts: 4/24/2022 Customer Emailed: 9/28/2023  
Entered On: 9/28/2023 Contract Ends: 4/24/2024

Visit Results

**Service Type: Scheduled Inspection**  
Count: Inspection 4 of 6

<b>Method: <u>Grab</u></b>	License #	Expires
<b>Technician: <u>Wes Magley</u></b>	<u>MT0002355</u>	<u>7/31/2025</u>
<b>Provider: <u>Luna Environmental, LLC</u></b>		

Service Completed

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<b>Aerators: <u>Operational</u></b>	<b>Sludge Level Tank 1: <u>12</u></b>
<b>Filters: <u>Operational</u></b>	<b>Sludge Level Tank 2: <u>N/A</u></b>
<b>Irrigation Pumps: <u>Operational</u></b>	
<b>Disinfection Device: <u>Operational</u></b>	
<b>Chlorine Supply: <u>Operational</u></b>	

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

<b>Alarm: <u>Operational</u></b>	<b>PSI Pressure: <u>2.6</u></b>
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**Comments**

- Scum on pretreatment 0 - Reset Timer - 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 9/28/2023.

**Luna Environmental**  
**4222 FM 482**  
**New Braunfels, TX 78132**

Phone: (830) 850-0080

Printed:5/3/2023

Insp ID #:28016

Permit #: **108320**

**To: Lillian Metzger**  
**7637 Sky Loop**  
**San Antonio, TX 78266**

Main Phone: (210) 445-1008

Work:

Cell Phone:

Alt Cell:

Customer ID: 957

Contract Dates: 4/24/2022 - 4/24/2024

Scheduled Date: 4/24/2023

Inspection 3 of 6

Installed: 4/24/2019

Warranty End: 4/24/2022

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Sub: Seven Hills

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.678917 Longitude: -98.332981

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**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Entered By: Julie Feibelman**

**Visit Date: 5/2/2023**

**Method: Grab**

**Technician: Carlos Barrera**

**Maint. Provider: Ryan Seidensticker**

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**Aerators: Operational**

**Filters: Operational**

**Irrigation Pumps: Operational**

**Disinfection Device: Operational**

**Chlorine Supply: Operational**

**Chlorine Residual: 0.4**

**Sludge Levels**

**For Tank 1: 16**

**For Tank 2: NA**

**For Tank 3: 26**

**For Tank 4: 6**

**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- 5 - checked floats, sprayers, chlorine and timer. - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

Site: 7637 Sky Loop, San Antonio, TX 78266

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

License Info: MP0001708 Expires:



# WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

Lillian Metzger

Residential



Initial Contract



Site Address

7637 Sky Loop, San Antonio, TX 78266

Agency

Comal County

Email

lilmetzger49@gmail.com

Phone

(210) 445-1008

Permit Number

108320

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 600 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 4222 FM 482 New Braunfels, Texas 78132. 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 **4/24/2024** to **4/24/2026** for a total fee of **\$595.00**

### 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 every four (4) months.
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
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. Is 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.

Lillian Metzger

Luna Environmental / Ryan Seidensticker

DocuSigned by: Customer Name

Maintenance Provider Name

*Lillian Metzger*

*Ryan Seidensticker*

License # MP0001708

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Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms