



Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 04/02/2019 Permit Number: 108352

Location Description: 322 RITTIMANN RD
SPRING BRANCH, TX 78070
Subdivision: The Crossing at Spring Creek
Unit: 2
Lot: 315
Block:
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: Buchanan-Chatten, LLC

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 Tays OS8497
ENVIRONMENTAL HEALTH INSPECTOR

OS0007722
ENVIRONMENTAL HEALTH COORDINATOR

## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Mitchell Const. / Joe Mitchell OSSF Installer #: \_\_\_\_\_

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

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

Permit#: 108352 Address: Crossing @ Spring Creek / 322 Rittmann Rd.

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)		3/19/19		
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 - 3/19/19

Tank set, leveled  
operational ✓  
Ready for cover.

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 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	<input checked="" type="checkbox"/>		600	3/19/19		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	<input checked="" type="checkbox"/>		NuWater			
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**

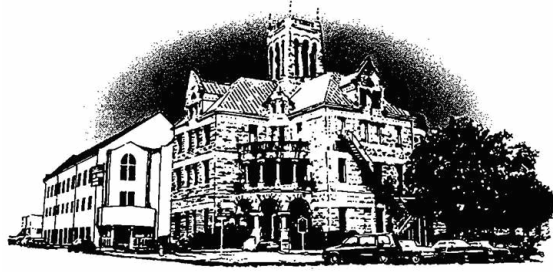
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL 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	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 - 1/4" 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)				
33	AEROBIC TREATMENT UNIT is Aerobic Unit Installed According to Approved Guidelines.	✓	285.32(c)(1)		3/19/19		
34	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	✓			↓		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓					
36	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						
37	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						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	<input checked="" type="checkbox"/>	285.33(d)(2)(G)(iii)(II)285.33(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 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)		3/19/19		
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	<input checked="" type="checkbox"/>	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

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: 108352  
Issued This Date: 11/20/2018  
This permit is hereby given to: Buchanan-Chatten, LLC

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

322 RITTIMANN RD  
SPRING BRANCH, TX 78070

Subdivision: The Crossing at Spring Creek  
Unit: 2  
Lot: 315  
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 10/9/18

Permit # 109352

Owner Name BUCHANAN-CHATTEN LLC
Mailing Address 958 RIVER WAY
City, State, Zip SPRING BRANCH, TX 78070
Phone# 210-723-7585
Email hunterlyncustomhomes@yahoo.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 [X] Agent [ ] Both Method: [ ] Mail [X] Email

Subdivision Name THE CROSSING AT SPRING CREEK Unit/Phase/Section 2 Lot 315 Block
Acreage/Legal
Street Name/Address 322 RITTIMANN Road City SPRING BRANCH Zip 78070

Type of Development:

[X] Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) HOUSE RECEIVED
Number of Bedrooms 4
Indicate Sq Ft of Living Area 2722
NOV 12 2018

[ ] Commercial or Institutional Facility

COUNTY ENGINEER

(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 [X] No (if yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water [X] Public [ ] Private Well

Are Water Saving Devices Being Utilized Within the Residence? [X] 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.

Signature of Owner

Date 11/2/18



#108352

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

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

REVISED 11:15 am, Mar 18, 2019

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) N1WATER B 550 PC Absorption/Application Area (Sq Ft) 4825

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? [ ] Yes [X] No

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

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? [X] Yes [ ] 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 11, 2018

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

October 11, 2018

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

RE- SEPTIC DESIGN  
322 RITTIMANN ROAD  
THE CROSSING AT SPRING CREEK, UNIT 2, LOT 315  
SPRING BRANCH, TX 78070  
BUCHANAN - CHATTEN, LLC, a Texas limited liability company

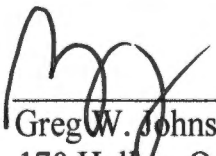
RECEIVED  
NOV 12 2018

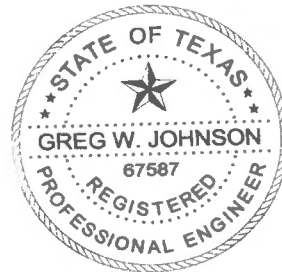
Ms. Brenda Ritzen/Sandra Hernandez,

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

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).

 10/11/18  
\_\_\_\_\_  
Greg W. Johnson, P.E. No. 67587 / F#2585  
170 Hollow Oak  
New Braunfels, Texas 78132 - 830/905-2778



1/c



201806044079 11/13/2018 11:55:10 AM 1/1

# AFFIDAVIT

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.

RECEIVED  
NOV 12 2018

### 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):

2 UNIT/HASE/SECTION \_\_\_\_\_ BLOCK 315 LOT THE CROSSING AT SPRING CREEK SUBDIVISION

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

The property is owned by (insert owner's full name): BUCHANAN - CHATTEN, LLC,  
a Texas limited liability company

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 7 DAY OF November, 2018

Clay Chatten  
Owner(s) signature(s)

Clay Chatten  
Owner (s) Printed name (s)

Clay Chatten  
November, 2018

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 7 DAY OF

Urute  
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  
11/13/2018 11:55:10 AM  
JESSICA 1 Page(s)  
201806044079



Bobbie Koepf





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

MP#0001708  
CHRISTOPHER RYAN SEIDENSTICKER

Customer: BUCHANAN - CHATTEN, LLC

**PROPERTY LEGAL DESCRIPTION:**

Site Address: 322 RITTMANN ROAD

THE CROSSING AT SPRING CREEK, UNIT 2, LOT 315

City/State: SPRING BRANCH, TX Zip: 78070

County: COMAL Permit#: \_\_\_\_\_

Phone Number: 210-723-7585

E-mail: hunterlyncustomhomes@yahoo.com

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

NOV 2 2018

**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.

RECEIVED  
NOV 12 2018

**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.

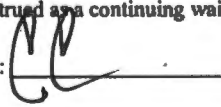
**IX. Limitation of Liability:** In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.


**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: 

RECORDED

NOV 12 2018

**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 10, 2018

Site Location: The CROSSING at SPRING CREEK, UNIT 2, LOT 315

Proposed Excavation Depth: N/A

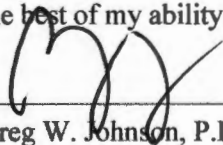
**Requirements:**

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.

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	<b>III</b>	<b>CLAY LOAM</b>	<b>N/A</b>	<b>NONE OBSERVED</b>	<b>LIMESTONE @ 4"</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

10/10/2018  
 \_\_\_\_\_  
 Date

RECEIVED  
 NOV 12 2018  
 COMMUNITY CENTER

**OSSF SOIL EVALUATION REPORT INFORMATION**

Date: October 11, 2018

**Applicant Information:**

Name: BUCHANAN-CHATTEN, LLC.  
Address: 958 RIVER WAY  
City: SPRING BRANCH State: TEXAS  
Zip Code: 78070 Phone: (210) 723-7585

**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 315 Unit 2 Blk \_\_\_\_\_ Subd. The CROSSING at SPRING CREEK  
Street Address: 322 RITTIMANN ROAD  
City: SPRING BRANCH Zip Code: 78070  
Additional Info.: \_\_\_\_\_

**Installer Information:**

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

**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 \_\_\_\_\_ 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

RECEIVED  
NOV 12 2018

**Design Calculations for Aerobic Treatment with Spray Irrigation:**

**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 2722

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 = 4825 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

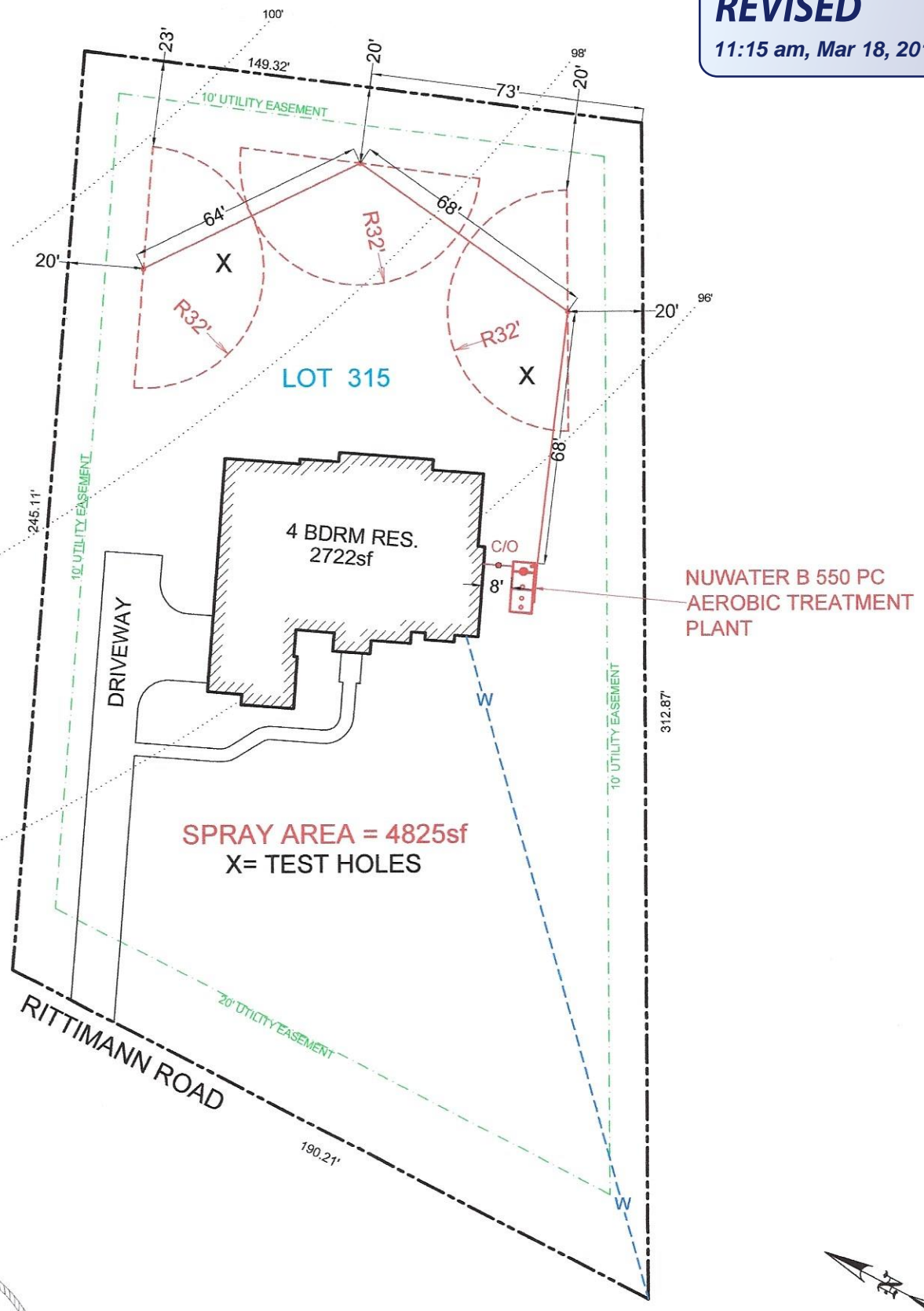
10/11/18  
DATE



FIRM #2585



**REVISED**  
11:15 am, Mar 18, 2019



OWNER: BUCHANAN-CHATTEN, LLC.		DRAWN BY: EJS III		
STREET ADDRESS: 322 RITTIMANN ROAD				
LEGAL DESC: The CROSSING at SPRING CREEK	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 315	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 10/11/2018	REVISED: 3/12/2019	

**REVISED**  
11:15 am, Mar 18, 2019

**TANK NOTES:**

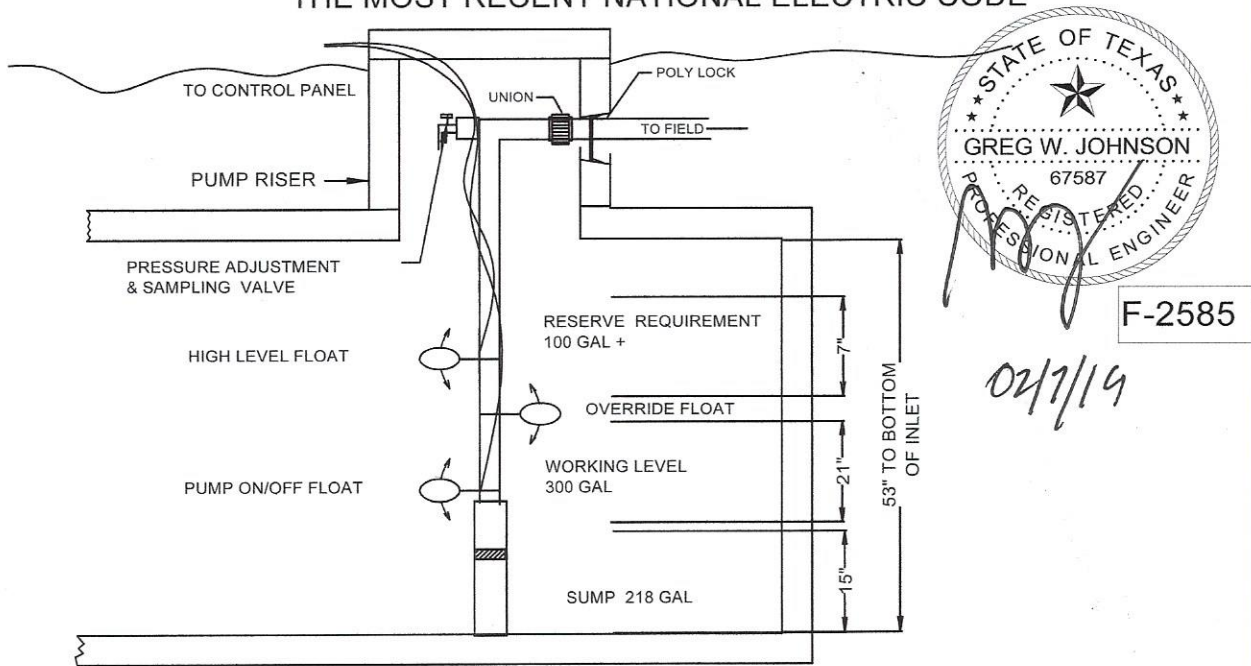
Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

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

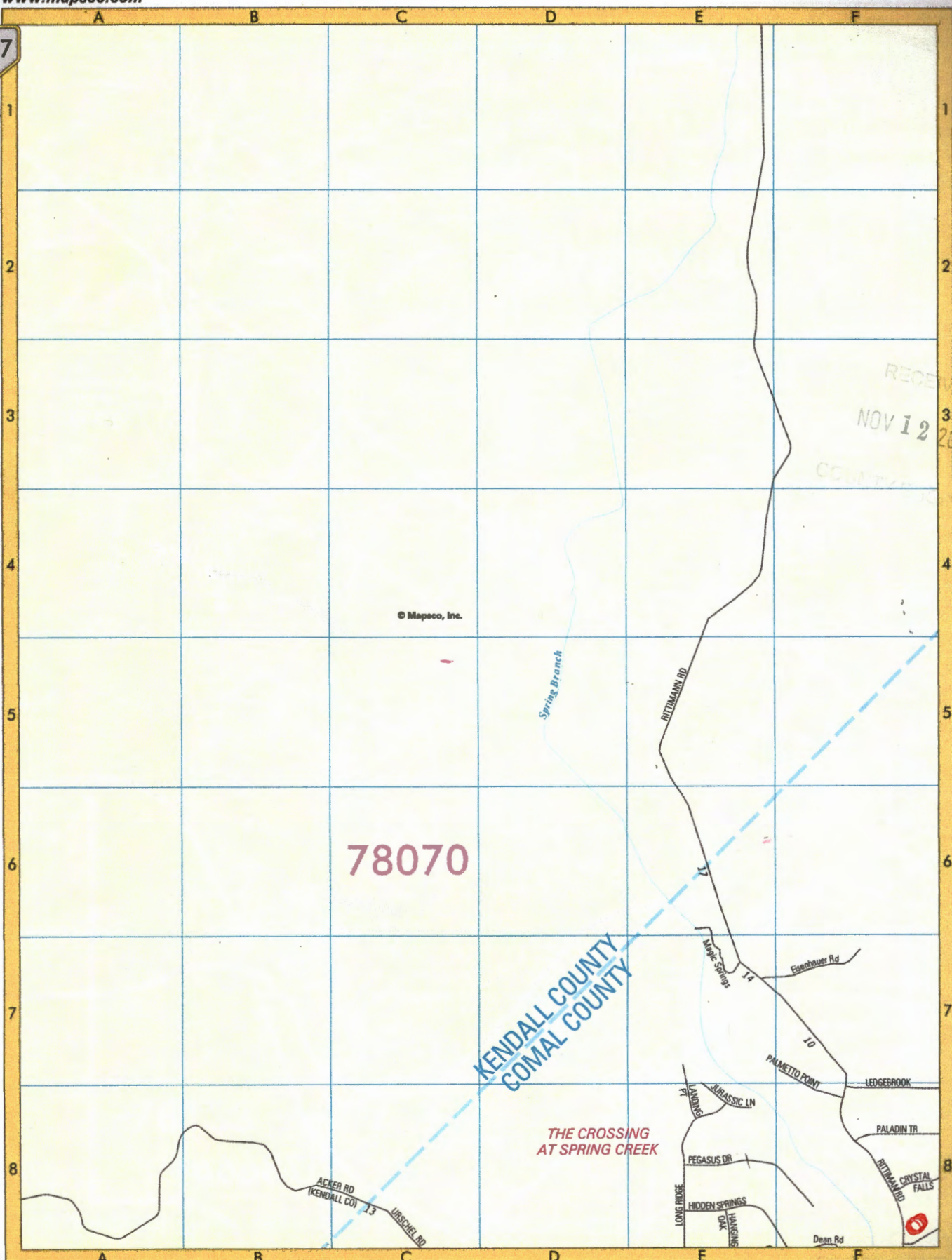
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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



**TYPICAL PUMP TANK CONFIGURATION  
NU-WATER 550PC -400PT 768 GAL PUMP TANK**

317



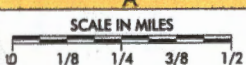
RECEIVED  
NOV 12 3 2018  
COUNTY CLERK

NOT MAPPED

78070

KENDALL COUNTY  
COMAL COUNTY

THE CROSSING  
AT SPRING CREEK



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

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

VOID

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) 4825

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)

RECEIVED

NOV 12 2018

Is the property located over the Edwards Recharge Zone? Yes No

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

VOID

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

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

If yes, indicate the city:

VOID



FIRM #2585

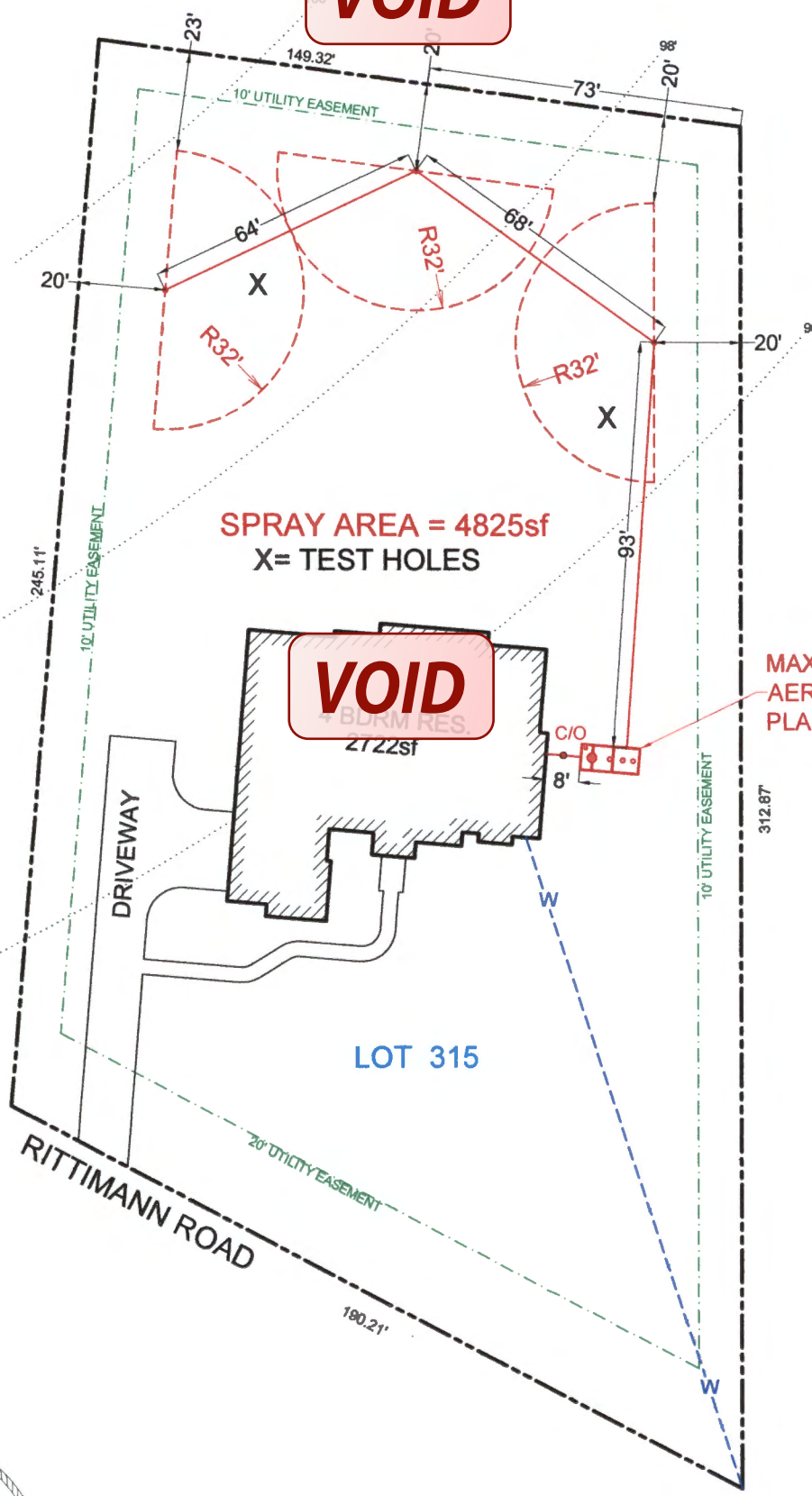
By signing this application, I certify that:

- 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

Date October 11, 2018

**VOID**



**SPRAY AREA = 4825sf**  
**X= TEST HOLES**

**VOID**

**MAXX AIR M-600  
AEROBIC TREATMENT  
PLANT**

RECEIVED  
NOV 12 2018

COUNTY ENGINEER

**LOT 315**

**RITTIMANN ROAD**

**DRIVEWAY**



OWNER: BUCHANAN-CHATTEN, LLC		DRAWN BY: EJS III	
STREET ADDRESS: 322 RITTIMANN ROAD			
LEGAL DESC: The CROSSING at SPRING CREEK	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 315
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 10/11/2018	REVISED:

**VOID**



**VOID**

**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.

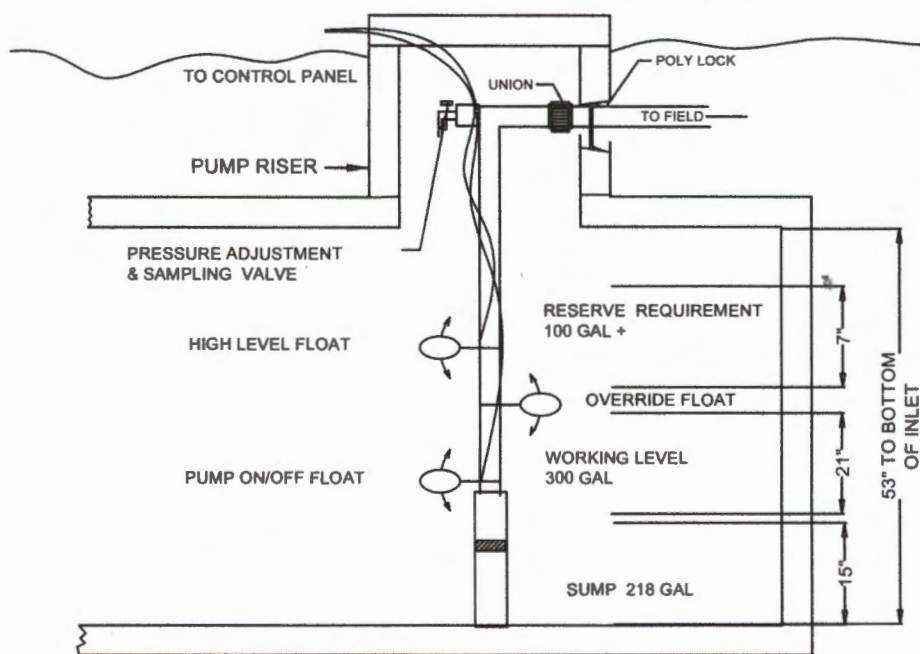
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

RECEIVED

NOV 12 2018

**VOID**

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



*F25B5*  
*10/8/18*

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

**VOID**

OF # 4000131700581

**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.**

**WARRANTY DEED WITH VENDOR'S LIEN**

Date: August 25, 2017

Grantor: Hector P. Sanchez

Grantor's Mailing Address: 22190 Hwy 46 W  
Spring Branch, TX. 78070

Grantee: Buchanan - Chatten LLC, a Texas limited liability company

Grantee's Mailing Address: 958 River Way  
Spring Branch, Texas 78070

RECORDED  
NOV 12 2018  
COUNTY CLERK

**Consideration:**

Cash and note of even date executed by Grantee and payable to the order of Jefferson Bank ("Lender") in the principal amount of **Thirty-Six Thousand and no/100 Dollars (\$36,000.00)**. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first lien deed of trust dated the same date as this deed in favor of Lender.

**Property (including any improvements):**

**Lot 315, The Crossing at Spring Creek, Unit Two, situated in Comal County, Texas, according to map or plat thereof recorded in Document No. 200606001905, Map and Plat Records, Comal County, Texas.**

Reservations from Conveyance: None

**Exceptions to Conveyance and Warranty:**

All ad valorem taxes for the current and all subsequent years, zoning ordinances and utility district assessments, if any, applicable to and enforceable against the Property and all conditions, covenants, options, restrictions, easements, charges and liens for assessments, setbacks, encroachments, reservations, and mineral reservations affecting the Property that are shown in the Real Property Records of Comal County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

322 Rittman

Lender, 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. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

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

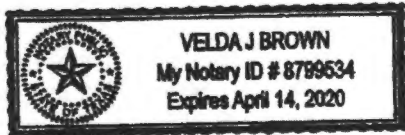
Hector P. Sanchez  
Hector P. Sanchez

STATE OF TEXAS §  
COUNTY OF Comal §

This instrument was acknowledged before me on the 25<sup>th</sup> day of August, 2017 by Hector P. Sanchez.

[SEAL]

Velda J Brown  
Notary Public, State of Texas



AFTER RECORDING RETURN TO:  
Buchanan - Chatten LLC, a Texas limited liability company  
958 River Way  
Spring Branch, Texas 78070

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
08/28/2017 04:22:01 PM  
MEDINM 2 Pages(s)  
201706040002



Bobbie Koepp

RECORDED  
NOV 12 2018



GF # 4000131700581

**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.**

**WARRANTY DEED WITH VENDOR'S LIEN**

Date: **August 25, 2017**

Grantor: **Hector P. Sanchez**

Grantor's Mailing Address:

22190 Hwy 46 W  
Spring Branch, TX. 78070

Grantee: **Buchanan - Chatten LLC, a Texas limited liability company**

Grantee's Mailing Address:

**958 River Way**  
**Spring Branch, Texas 78070**

Consideration:

Cash and note of even date executed by Grantee and payable to the order of **Jefferson Bank ("Lender")** in the principal amount of **Thirty-Six Thousand and no/100 Dollars (\$36,000.00)**. The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first lien deed of trust dated the same date as this deed in favor of Lender.

Property (including any improvements):

**Lot 315, The Crossing at Spring Creek, Unit Two, situated in Comal County, Texas, according to map or plat thereof recorded in Document No. 200606001905, Map and Plat Records, Comal County, Texas.**

Reservations from Conveyance: **None**

Exceptions to Conveyance and Warranty:

All ad valorem taxes for the current and all subsequent years, zoning ordinances and utility district assessments, if any, applicable to and enforceable against the Property and all conditions, covenants, options, restrictions, easements, charges and liens for assessments, setbacks, encroachments, reservations, and mineral reservations affecting the Property that are shown in the Real Property Records of **Comal County, Texas**.

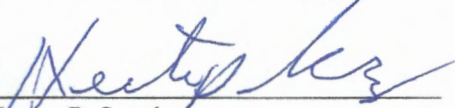
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

RECEIVED  
NOV 12 2018  
COUNTY ENGINEER

Lender, 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. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

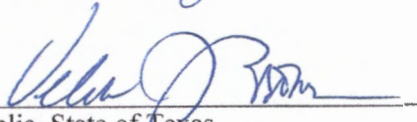
When the context requires, singular nouns and pronouns include the plural.

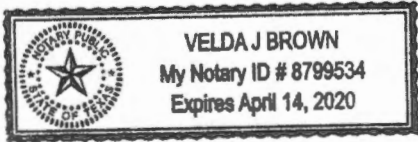
  
Hector P. Sanchez

STATE OF TEXAS Comal §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the 25th day of August, 2017  
by Hector P. Sanchez.

[SEAL]

  
Notary Public, State of Texas



RECEIVED  
NOV 12 2018  
COUNTY CLERK

AFTER RECORDING RETURN TO:  
**Buchanan - Chatten LLC, a Texas limited liability company**  
958 River Way  
Spring Branch, Texas 78070

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

items Date Received	initials

RECEIVED

NOV 12 2018

COUNTY ENGINEER

18352
Permit Number

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

RECEIVED

NOV 12 2018

COUNTY ENGINEER

- 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

\_\_\_\_\_  
Date

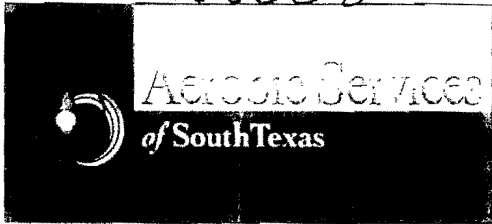
COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)

ENTERED

MAILED

108352



## Routine Maintenance and Inspection Agreement

### General

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between Buchanan & Chatten (referred to as "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP 349) (hereinafter referred to as "Contractor") located at 15188 FM 306, Texas 78133 (830) 964-2365. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein.

This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 6 over the **two year period** including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be address within a 48-hour time Frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The customer is responsible for the chlorine tablets; they must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. **Pumping of sludge build-up is not covered by this policy and will result in additional charges.**

### 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 the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil Is to be replaced with the excavated material as best as possible.

RECEIVED

APR 22 2019

### Termination of Agreement

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, **the Contractor will immediately notify the appropriate health authority of the termination.**

COUNTY ENGINEER

**Limit 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. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

**Dispute Resolution**

If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

**Entire Agreement**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

**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 valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that 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.

**OWNER**

Buchanan & Chatten LLC  
Name  
322 Rittiman Road  
Address  
Spring Branch, Tx 78070  
City, State  
910-723-7585  
Phone  
[Signature]  
Signature of Home Owner

**SERVICE PROVIDER**

Aerobic Services of South Texas Inc.  
Name  
15188 FM 306  
Address  
Canyon Lake, Texas 78133  
City, State  
(830) 964-2365  
Phone  
[Signature] OS24597/MP349  
Thomas Hampton  
Signature of Service Provider and License #

EFFECTIVE DATE \_\_\_\_\_ EXPIRED DATE \_\_\_\_\_ INSTALLED \_\_\_\_\_

Model # \_\_\_\_\_ Blower/Panel Serial # \_\_\_\_\_

The effective date of this initial maintenance contract shall be the date license to operate is issued.

RECEIVED  
APR 22 2019

COUNTY ENGINEER

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**

MAILED

ENCLOSURE



Phone: (830) 964-2365  
 Fax: (830) 964-2659  
 www.aerobicservices.com  
**Permit #: 108352**

Printed: 6/25/2019

**To: Buchanan & Chatten LLC**  
**958 River Way**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: Nu-W 550 B PC -  
 System S/N:  
 Aerator and S/N:

Site: 322 Rittimann Road, Spring Branch  
 Agency: Comal County Environmental Health  
 County: Comal  
 Subdivision: The Crossing @ Spring Creek

Contract: 4/2/2019 - 4/2/2021  
 Inspections per year: 3  
 Service Due: 8/2/2019  
 Phone: (210) 723-7585  
 Cell:  
 Work:  
 Alt Phone: (1)

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	<u>  </u>	<u>  </u>
Irrigation pump:	<u>/</u>	<u>  </u>	<u>  </u>
Air compressor:	<u>/</u>	<u>  </u>	<u>  </u>
Disinfection device:	<u>/</u>	<u>  </u>	<u>  </u>
Chlorine supply:	<u>/</u>	<u>/</u>	<u>  </u>
Spray field vegetation:	<u>/</u>	<u>  </u>	<u>  </u>
Sprinkler / Drip backwash:	<u>/</u>	<u>  </u>	<u>  </u>
Controls/ Electric Circuits:	<u>/</u>	<u>  </u>	<u>  </u>

Air Pressure 70  
**RECEIVED**  
 SEP 03 2019

COUNTY ENGINEER

Test Results and observations: (As Required)  
 Chlorine Residual: 0.00  
 Test Method: APD  
 BOD:     
 TSS:     
 Access Ports Secured YES / NO  
 Repairs made: YES / NO

Mixed Liquor  
 Aeration 0  
 Sludge Levels  
 Clarifier 0  
 Pump 0

Repairs and Comments: needs chlorine / Bleach

Inspector: MPH  
 Tom Hampton VP  
 MP349/OS24597

Date: 8-27-19

Area: / 0  
 GPS:  
 ID = 61115109

322 Rittimann Road, Spring Branch

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



MAILED

ENTERED

Phone: (830) 964-2365  
 Fax: (830) 964-2659  
 www.aerobicservices.com  
**Permit #: 108352**

Printed: 9/24/2019

*Diane Rankin*  
**To: Buchanan & Chatten LLC**  
**958 River Way**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: Nu-W 550 B PC -  
 System S/N:  
 Aerator and S/N:

Site: 322 Rittimann Road, Spring Branch  
 Agency: Comal County Environmental Health  
 County: Comal  
 Subdivision: The Crossing @ Spring Creek

Contract: 4/2/2019 - 4/2/2021  
 Inspections per year: 3  
 Service Due: 12/2/2019  
 Alt Phone: (2)  
 Phone: *561.308.1874*  
 Cell: ~~(240) 723-7585~~  
 Work:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>     </u>	<u>     </u>	<u>     </u>
Irrigation pump:	<u>     </u>	<u>     </u>	<u>     </u>
Air compressor:	<u>     </u>	<u>     </u>	<u>     </u>
Disinfection device:	<u>     </u>	<u>     </u>	<u>     </u>
Chlorine supply:	<u>     </u>	<u>     </u>	<u>     </u>
Spray field vegetation:	<u>     </u>	<u>     </u>	<u>     </u>
Sprinkler / Drip backwash:	<u>     </u>	<u>     </u>	<u>     </u>
Controls/ Electric Circuits	<u>     </u>	<u>     </u>	<u>     </u>

Air Pressure 60

Test Results and observations: (As Required)  
 Chlorine Residual: 0.04  
 Test Method: DPO  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Access Ports Secured: YES/NO  
 Repairs made: YES/NO

Mixed Liquor Aeration 0  
 Sludge Levels \_\_\_\_\_  
 Clarifier 8  
 Pump \_\_\_\_\_

Repairs and Comments:

RECEIVED

Inspector: Dakta  
 Tom Hampton VP  
 MP349/OS24597

Date: 12-27-19

JAN 13 2020

COUNTY ENGINEER

Area: / 0  
 GPS: ID = 61115109

322 Rittimann Road, Spring Branch

Call day before as County New Home owner

Aerobic Services of South Texas  
15188 FM 306  
Canyon Lake, TX 78133

ENTERED



MAILED

Phone: (830) 964-2365

Fax: (830) 964-2659

www.aerobicservices.com

To: Diane Rankin  
322 Rittimann Road  
Spring Branch, TX 78070

Printed: 2/28/2020  
Site: 322 Rittimann Road  
Spring Branch, TX 78070  
(561) 308-1874

Permit #: 108352

Customer ID: 61115109

Agency: Comal County Environmental Health Comal County Environmental Health Comal C  
County: Comal Sub: The Crossing @ Spring Creek

Contract Dates: 4/2/2019 - 4/2/2021

Scheduled Date: 4/2/2020

Mfg / Brand: - Nu-W 550 B PC

Treatment Type: Aerobic

Disposal: Surface Application

Service Type: Repair

Visit Date: 2/27/2020

Entered By: Belinda

Method: Grab

Technician: Dakota

Maint. Provider: Hampton, Thomas

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

RECEIVED

MAR 16 2020

COUNTY ENGINEER

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location.

- Opened compressor tightened diaphragms compressor now working good pegging out over 120 before opening compressor was only pegging out at 60

Insp ID #:120753

Provider: *Thomas Hampton*

License #: MP0000349

Expires: 9/30/2020



Aerobic Services of South Texas  
15188 FM 306  
Canyon Lake, TX 78133

ENTERED



MAILED

Printed: 7/8/2020

Phone: (830) 964-2365  
Fax: (830) 964-2659  
www.aerobicservices.com  
Permit #: 108352

To: Diane Rankin  
322 Rittimann Road  
Spring Branch, TX 78070

Tech: Not Assigned  
Brand/Mfg.: Nu-W 550 B PC -  
System S/N:  
Aerator and S/N:

Site: 322 Rittimann Road, Spring Branch  
Agency: Comal County Environmental Health  
County: Comal  
Subdivision: The Crossing @ Spring Creek

Contract: 4/2/2019 - 4/2/2021  
Inspections per year: 3  
Service Due: 8/2/2020  
Alt Phone: 4

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	_____	_____
Irrigation pump:	<u>/</u>	_____	_____
Air compressor:	<u>/</u>	_____	_____
Disinfection device:	<u>/</u>	_____	_____
Chlorine supply:	<u>/</u>	_____	_____
Spray field vegetation:	<u>/</u>	_____	_____
Sprinkler / Drip backwash:	<u>/</u>	_____	_____
Controls/ Electric Circuits	<u>/</u>	_____	_____

Air Pressure 62

Test Results and observations: (As Required)  
Chlorine Residual: 0.88  
Test Method: D/D  
BOD: \_\_\_\_\_  
TSS: \_\_\_\_\_  
Access Ports Secured YES / NO  
Repairs made: YES / NO

Mixed Liquor Aeration 0  
Sludge Levels \_\_\_\_\_  
Clarifier light  
Pump \_\_\_\_\_

Repairs and Comments:

Inspector: Tom Hampton  
Tom Hampton VP  
MP349/OS24597

Date: 8/26/20

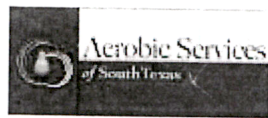
Area: / 0  
GPS:  
ID = 61115109

322 Rittimann Road, Spring Branch

**MAILED**

**Aerobic Services of South Texas**  
15188 FM 306  
Canyon Lake, TX 78133

ENTERED



Phone: (830) 964-2365  
Fax: (830) 964-2659  
www.aerobicservices.com  
**Permit #: 108352**

Printed: 9/22/2020

**To: Diane Rankin**  
322 Rittimann Road  
Spring Branch, TX 78070

Tech: Not Assigned  
Brand/Mfg.: Nu-W 550 B PC -  
System S/N:  
Aerator and S/N:

Contract: 4/2/2019 - 4/2/2021  
Inspections per year: 3  
Service Due: 12/2/2020  
Alt Phone: 5

Site: 322 Rittimann Road, Spring Branch  
Agency: Comal County Environmental Health  
County: Comal  
Subdivision: The Crossing @ Spring Creek

Phone: (561) 308-1874  
Cell:  
Work:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	<u>    </u>	<u>    </u>
Irrigation pump:	<u>/</u>	<u>    </u>	<u>    </u>
Air compressor:	<u>/</u>	<u>    </u>	<u>    </u>
Disinfection device:	<u>/</u>	<u>    </u>	<u>    </u>
Chlorine supply:	<u>/</u>	<u>    </u>	<u>    </u>
Spray field vegetation:	<u>/</u>	<u>    </u>	<u>    </u>
Sprinkler / Drip backwash:	<u>/</u>	<u>    </u>	<u>    </u>
Controls/ Electric Circuits	<u>/</u>	<u>    </u>	<u>    </u>

Air Pressure 70

Test Results and observations: (As Required)

Chlorine Residual: 10.00 plus

Test Method: DPD

BOD:     

TSS:     

Access Ports Secured YES / NO

Repairs made: YES / NO

Mixed Liquor 0  
Aeration 0  
Sludge Levels 0  
Clarifier 0  
Pump 0

Repairs and Comments:

Chlorine is very high in water / Bleach Reservoir has pin hole in bottom

Inspector: Mark  
Tom Hampton VP  
MP349/OS24597

Date: 12-21-20

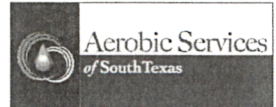
Area: / 0  
GPS:  
ID = 61115109

322 Rittimann Road, Spring Branch

MAILED

ENTERED

**Aerobic Services of South Texas**  
15188 FM 306  
Canyon Lake, TX 78133



Phone: (830) 964-2364  
Fax: (830) 964-2656  
www.aerobicservices.com  
**Permit #: 108352**

Printed: 4/6/2020

**To: Diane Rankin**  
322 Rittimann Road  
Spring Branch, TX 78070

Tech: Not Assigned  
Brand/Mfg.: Nu-W 550 B PC -  
System S/N:  
Aerator and S/N

Contract: 4/2/2019 - 4/2/2021  
Inspections per year 3  
Service Due: 4/2/2020  
Alt Phone: (3)

Site: 322 Rittimann Road, Spring Branch  
Agency: Comal County Environmental Health  
County: Comal  
Subdivision: The Crossing @ Spring Creek

Phone: (561) 308-1874  
Cell:  
Work:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	<u>  </u>	<u>  </u>
Irrigation pump:	<u>/</u>	<u>  </u>	<u>  </u>
Air compressor:	<u>/</u>	<u>  </u>	<u>  </u>
Disinfection device:	<u>/</u>	<u>  </u>	<u>  </u>
Chlorine supply:	<u>/</u>	<u>  </u>	<u>  </u>
Spray field vegetation:	<u>/</u>	<u>  </u>	<u>  </u>
Sprinkler / Drip backwash:	<u>/</u>	<u>  </u>	<u>  </u>
Controls/ Electric Circuits	<u>/</u>	<u>  </u>	<u>  </u>

Air Pressure 66

Test Results and observations: (As Required)  
Chlorine Residual: 0.02  
Test Method: D/D  
BOD: \_\_\_\_\_  
TSS: \_\_\_\_\_  
Access Ports Secured YES / NO  
Repairs made: YES / NO

Mixed Liquor  
Aeration 0  
Sludge Levels  
Clarifier 10  
Pump 0

Repairs and Comments:

Inspector: Ricky  
Tom Hampton VP  
MP349/OS24597

Date: 5/14/20

Area: / 0  
GPS: ID = 61115109

322 Rittimann Road, Spring Branch

RECEIVED  
JUN 02 2020  
COUNTY ENGINEER

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



Date: 2/4/2021

**MAILED**

Phone: (830) 964-2365  
Fax: (830) 964-2659  
www.aerobicservices.com

**To: Diane Rankin**  
**322 Rittimann Road**  
**Spring Branch, TX 78070**

**Contract Period**  
**Start Date: 4/2/2021**  
**End Date: 4/2/2022**

**Permit #: 108352**

Phone: (561) 308-1874      Subdivision: The Crossing @ Spring Creek  
Site: 322 Rittimann Road, Spring Branch, TX 78070  
County: Comal  
Installer: Joe Mitchell Trucking  
Agency: Comal County Environmental Health  
Mfg/Brand: / Nu-W 550 B PC

3 visits per year - one every 4 months  
300 gallons per day  
Aerobic Services of South Texas  
Map Key:                      ID: 61115109

**ROUTINE MAINTENANCE AND INSPECTION AGREEMENT  
RENEWAL CONTRACT**

**General**

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between the client named above (referred to as to "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") located at 15188 FM 306 Canyon Lake, Texas 78133 (830) 964-2365. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 3 over the one year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and PH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The client is responsible for chlorine; Must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up is not covered by this policy and will result in additional charges.

**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 the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil is to be replaced with the excavated material as best

as possible.

Termination of Agreement

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

Limit 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. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

Dispute Resolution

If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.


Entire Agreement

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

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 valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that 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.

OWNER


  
Signature

DIANE RANKIN  
Printed

561-308-1874  
Phone/ Date

SERVICE PROVIDER

Aerobic Services of South Texas Inc.  
15188 FM 306  
Canyon Lake, Tx 78133

  
Signature  
Tom Hampton VP

License# OS0024597 / MP 349

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



Phone: (830) 964-2365  
 Fax: (830) 964-2659  
 www.aerobicservices.com  
**Permit #: 108352**

Printed: 3/30/2021

PERMITS

**To: Diane Rankin**  
**322 Rittmann Road**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: Nu-W 550 B PC -  
 System S/N:  
 Aerator and S/N:

Site: 322 Rittmann Road, Spring Branch  
 Agency: Comal County Environmental Health  
 County: Comal  
 Subdivision: The Crossing @ Spring Creek

Contract: 4/2/2021 - 4/2/2022  
 Inspections per year: 3  
 Service Due: 4/2/2021  
 Phone: (561) 308-1874  
 Cell:  
 Work: Alt Phone:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	<u>    </u>	<u>    </u>
Irrigation pump:	<u>/</u>	<u>    </u>	<u>    </u>
Air compressor:	<u>/</u>	<u>    </u>	<u>    </u>
Disinfection device:	<u>/</u>	<u>    </u>	<u>    </u>
Chlorine supply:	<u>    </u>	<u>/</u>	<u>    </u>
Spray field vegetation:	<u>/</u>	<u>    </u>	<u>    </u>
Sprinkler / Drip backwash:	<u>/</u>	<u>    </u>	<u>    </u>
Controls/ Electric Circuits	<u>/</u>	<u>    </u>	<u>    </u>

Air Pressure 70

Test Results and observations: (As Required)  
 Chlorine Residual: 1.27  
 Test Method: DPD  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Access Ports Secured YES / NO  
 Repairs made: YES / NO

Mixed Liquor  
 Aeration 0  
 Sludge Levels  
 Clarifier 1  
 Pump 0

Repairs and Comments:  
needs chlorine

Inspector: TH  
 Tom Hampton VP  
 MP349/OS24597

Date: 5-3-21

Area: / 0  
 GPS: ID = 61115109

322 Rittmann Road, Spring Branch

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**

ENTERED

Phone: (830) 964-2365  
 Fax: (830) 964-2659  
 www.aerobicservices.com  
**Permit #: 108352**

Printed: 6/17/2021

MAILED

**To: Diane Rankin**  
**322 Rittimann Road**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: Nu-W 550 B PC -  
 System S/N:  
 Aerator and S/N:

Site: 322 Rittimann Road, Spring Branch  
 Agency: Comal County Environmental Health  
 County: Comal  
 Subdivision: The Crossing @ Spring Creek

Phone: (561) 308-1874  
 Cell:  
 Work:

Contract: 4/2/2021 - 4/2/2022  
 Inspections per year: 3  
 Service Due: 8/2/2021  
 Alt Phone:

Inspection Type: SCM

Item	Operational	Inoperative	N/A
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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"/>
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"/>
Controls/ Electric Circuits	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Air Pressure 120

Test Results and observations: (As Required)  
 Chlorine Residual: 0.00  
 Test Method: \_\_\_\_\_  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Access Ports Secured  YES / NO  
 Repairs made: YES  NO

Mixed Liquor  
 Aeration 0  
 Sludge Levels  
 Clarifier 0  
 Pump 1'

Repairs and Comments: RECOMMEND TO ADD BLEACH

Inspector: Tom Hampton  
 Tom Hampton VP  
 MP349/OS24597

Date: 9-9-21

Area: / 0  
 GPS: ID = 61115109

322 Rittimann Road, Spring Branch

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



Phone: (830) 964-2365  
 Fax: (830) 964-2659  
 www.aerobicservices.com  
**Permit #: 108352**

Printed: 10/13/2021

**ENTERED**

**To: Diane Rankin**  
**322 Rittmann Road**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: Nu-W 550 B PC -  
 System S/N:  
 Aerator and S/N:

Site: 322 Rittmann Road, Spring Branch  
 Agency: Comal County Environmental Health  
 County: Comal  
 Subdivision: The Crossing @ Spring Creek

**MAILED**

Contract: 4/2/2021 - 4/2/2022  
 Inspections per year: 3  
 Service Due: 12/2/2021  
 Alt Phone: (2)

Phone: (830) 308-1874  
 Cell:  
 Work:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	<u>  </u>	<u>  </u>
Irrigation pump:	<u>/</u>	<u>  </u>	<u>  </u>
Air compressor:	<u>/</u>	<u>  </u>	<u>  </u>
Disinfection device:	<u>/</u>	<u>  </u>	<u>  </u>
Chlorine supply:	<u>/</u>	<u>  </u>	<u>  </u>
Spray field vegetation:	<u>/</u>	<u>  </u>	<u>  </u>
Sprinkler / Drip backwash:	<u>/</u>	<u>  </u>	<u>  </u>
Controls/ Electric Circuits	<u>/</u>	<u>  </u>	<u>  </u>

Air Pressure 40

Test Results and observations: (As Required)

Chlorine Residual: 1.00  
 Test Method: DPO  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_

Mixed Liquor  
 Aeration 0  
 Sludge Levels  
 Clarifier 0  
 Pump 1

Access Ports Secured YES / NO  
 Repairs made: YES / NO

Repairs and Comments: Replaced KROhn

Inspector: Tom Hampton  
 Tom Hampton VP  
 MP349/OS24597

Date: 1/3/22

Area: / 0  
 GPS:

ID = 61115109

322 Rittmann Road, Spring Branch



**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**

**ENTERED**



Phone: (830) 964-2365  
 Fax: (830) 964-2659  
 www.aerobicservices.com  
**Permit #: 108352**

Printed: 3/23/2022

**To: Diane Rankin**  
**322 Rittimann Road**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: Nu-W 550 B PC -  
 System S/N:  
 Aerator and S/N:

Site: 322 Rittimann Road, Spring Branch  
 Agency: Comal County Environmental Health  
 County: Comal  
 Subdivision: The Crossing @ Spring Creek

Contract: 4/2/2021 - 4/2/2022  
 Inspections per year: 3  
 Service Due: 4/2/2022  
 Alt Phone: 3  
 Phone: (561) 308-1874  
 Cell:  
 Work:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	<u>    </u>	<u>    </u>
Irrigation pump:	<u>/</u>	<u>    </u>	<u>    </u>
Air compressor:	<u>/</u>	<u>    </u>	<u>    </u>
Disinfection device:	<u>/</u>	<u>    </u>	<u>    </u>
Chlorine supply:	<u>    </u>	<u>/</u>	<u>    </u>
Spray field vegetation:	<u>/</u>	<u>    </u>	<u>    </u>
Sprinkler / Drip backwash:	<u>/</u>	<u>    </u>	<u>    </u>
Controls/ Electric Circuits	<u>/</u>	<u>    </u>	<u>    </u>

Air Pressure 56

Test Results and observations: (As Required)  
 Chlorine Residual: 0.87  
 Test Method: DOD  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Access Ports Secured: YES / NO  
 Repairs made: YES (NO)

Mixed Liquor Aeration 36  
 Sludge Levels Clarifier 12  
 Pump 2

Repairs and Comments:

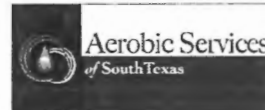
Inspector: SAH  
 Tom Hampton VP  
 MP349/OS24597

Date: 4-1-22

Area: / 0  
 GPS: ID = 61115109

322 Rittimann Road, Spring Branch

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



Date: 1/26/2022

Phone: (830) 964-2365

Fax: (830) 964-2659

www.aerobicservices.com

**To: Diane Rankin**  
**322 Rittimann Road**  
**Spring Branch, TX 78070**

**Contract Period**

**Start Date: 4/2/2022**

**End Date: 4/2/2023**

**Permit #: 108352**

Phone: (561) 308-1874      Subdivision: The Crossing @ Spring Creek

Site: 322 Rittimann Road, Spring Branch, TX 78070

County: Comal

Installer: Joe Mitchell Trucking

Agency: Comal County Environmental Health

Mfg/Brand: / Nu-W 550 B PC

3 visits per year - one every 4 months

300 gallons per day

Aerobic Services of South Texas

Map Key:

ID: 61115109

**ROUTINE MAINTENANCE AND INSPECTION AGREEMENT  
RENEWAL CONTRACT**

**General**

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between the client named above (referred to as to "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") located at 15188 FM 306 Canyon Lake, Texas 78133 (830) 964-2365. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 3 over the one year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and PH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The client is responsible for chlorine; Must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up is not covered by this policy and will result in additional charges.

**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 the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil is to be replaced with the excavated material as best

as possible.

**Termination of Agreement**

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

**Limit 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. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

**Dispute Resolution**

If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

**Entire Agreement**

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

**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 valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that 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.

**OWNER**

**SERVICE PROVIDER**

*Diane Rankin*

Signature

*DIANE RANKIN*

Printed

*561-308-1874*

Phone/ Date

*3/1/2022*

Aerobic Services of South Texas Inc.  
15188 FM 306  
Canyon Lake, Tx 78133

*TOM HAMPTON*

Signature

Tom Hampton VP

License# OS0024597 / MP 349

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



Phone: (830) 964-2365

Fax: (830) 964-2659

Date: 2/3/2023

www.aerobicservices.com info@aerobicservices.com

**Contract Period**

**Start Date: 4/2/2023**

**End Date: 4/2/2024**

**To: Diane Rankin**  
**322 Rittimann Road**  
**Spring Branch, TX 78070**

**Permit #: 108352**

Phone: (561) 308-1874 Subdivision: The Crossing @ Spring Creek

Site: 322 Rittimann Road, Spring Branch, TX 78070

County: Comal

Installer: Joe Mitchell Trucking

Agency: Comal County Environmental Health

Mfg/Brand: / Nu-W 550 B PC

3 visits per year - one every 4 months

300 gallons per day

Aerobic Services of South Texas

Map Key:

ID: 61115109

**ROUTINE MAINTENANCE AND INSPECTION AGREEMENT  
RENEWAL CONTRACT**

**General**

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between the client named above (referred to as to "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") located at 15188 FM 306 Canyon Lake, Texas 78133 (830) 964-2365. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 3 over the one year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.

2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and PH will be taken and reported as necessary.

3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.

4. The client is responsible for chlorine; Must be filled before or during the service visit.

5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up is not covered by this policy and will result in additional charges.

**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 the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil is to be replaced with the excavated material as best

as possible.

Termination of Agreement

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

Limit 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. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

Dispute Resolution

If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

Entire Agreement

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

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 valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that 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.

OWNER

*Diane Rankin*  
Signature

DIANE RANKIN  
Printed

561-308-1874 2/25/23  
Phone/ Date

SERVICE PROVIDER

Aerobic Services of South Texas Inc.  
15188 FM 306  
Canyon Lake, Tx 78133

*Tom Hampton*  
Signature  
Tom Hampton VP

License# OS0024597 / MP 349



**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



**(830) 964-2365**  
**Fax: (830) 964-2659**  
**www.aerobicservices.com**

To: Diane Rankin  
322 Rittimann Road  
Spring Branch, TX 78070  
Agency: CCEH  
County: Comal  
Permit No: 108352

Tech: Seth McDonald  
Phone: (561) 308-1874 Date: 8/18/22  
Alt Ph: \_\_\_\_\_ Service \_\_\_\_\_  
Due: \_\_\_\_\_

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A	
<b>Aerator:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Air Pressure: 58</b>
<b>Irrigation pump:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Air compressor:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Disinfection device:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Chlorine supply:</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Spray field vegetation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Sprinkler / Drip backwash:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controls / Electric Circuits:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

Chlorine Residual: 0.088  
Test Method: Dpd  
BOD: \_\_\_\_\_  
TSS: \_\_\_\_\_  
Access Ports Secured: Yes  / NO   
Repairs Made: Yes  / NO

Mixed Liquor Aeration: 0

**Sludge Levels**  
Clarifier: 24  
Pump: 3

Repairs and Comments:

Inspector: \_\_\_\_\_ Date: 8/18/22

Tom Hampton VP  
MP349/OS24597

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



**(830) 964-2365**  
**Fax: (830) 964-2659**  
**www.aerobicservices.com**

To: Diane Rankin  
322 Rittimann Road  
Spring Branch, TX 78070  
Agency: Comal  
County: Comal  
Permit No: 108352

Tech: Chris Bausch  
Phone: (561) 308-1874 Date: 2022-12-05  
Alt Ph: \_\_\_\_\_ Service  
Due: \_\_\_\_\_

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A	
<b>Aerator:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Air Pressure: 76</b>
<b>Irrigation pump:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Air compressor:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Disinfection device:</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Chlorine supply:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Spray field vegetation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Sprinkler / Drip backwash:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controls / Electric Circuits:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

Chlorine Residual: 0.33  
Test Method: Dpd  
BOD: \_\_\_\_\_  
TSS: \_\_\_\_\_  
Access Ports Secured: Yes [X] / NO [ ]  
Repairs Made: Yes [ ] / NO [X]

Mixed Liquor  
Aeration: 55

**Sludge Levels**

Clarifier: 0  
Pump: 1

Repairs and Comments:  
Bleach reservoir cracked and leaking, needs replaced.

Inspector: \_\_\_\_\_ Date: 2022-12-05

Tom Hampton VP  
MP349/OS24597

# WORK ORDER

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**  
**(830) 964-2365**  
**www.aerobicservices.com**



<b>Customer ID</b>		<b>Scheduled</b>		<b>Serviced</b>	
159488		12/8/22			
<b>Customer Name and SITE Address</b>			<b>Contact</b>		<b>Customer Email Address</b>
<b>Diane Rankin</b> <b>322 Rittimann Road</b> <b>Spring Branch, TX</b> Mailing: 322 Rittimann Road, Spring Branch TX 78070			Diane Rankin		rconchbar@aol.com
			<b>Main Phone</b>		<b>Secondary Phone</b>
			(561) 308-1874		
<b>System Permit #</b>		<b>Brand of System</b>			
108352					
<b>Work Order Type</b>		<b>Assigned Technician</b>		<b>HEALTH DEPT</b>	
		Seth		CCEH	
<b>DESCRIPTION OF THE WORK ORDER (REASON OF CALL)</b>					
Per Chris - Needs Gravity Chlorinator Replaced, Old One Is Cracked. Don't Have One On Truck. Homeowner Agreed To Replace At \$250. Doesn't Need Replacement Lid, Not A Retrofit.					
<b>RESULTS OF THE WORK ORDER</b>					
Replaced chlorine reservoir.					
<b>DIRECTIONS OR INSTRUCTIONS TO THE TECHNICIAN</b>					

*SM*

Date: 12/8/22

Customer's Signature

Employee's Signature



**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



**Canyon Lake:** (830) 964-2365  
**Bastrop:** (512) 303-6922  
 info@aerobicservices.com  
 bastrop@aerobicservices.com  
**MP349 / OS24597**  
**www.aerobicservices.com**

To: Diane Rankin  
322 Rittimann Road  
Spring Branch, TX 78070  
 Agency: Comal County Enviromental Health  
 County: Comal  
 Permit No: 108352

Tech: Nyssa  
 Phone: (561) 308-1874 Date: 2023-09-07  
 Alt Ph: \_\_\_\_\_ Service \_\_\_\_\_  
 Due: \_\_\_\_\_

Inspection Type: \_\_\_\_\_

<b>Item</b>	<b>Operational</b>	<b>Inoperative</b>	<b>N/A</b>	
<b>Aerator:</b>	[X]	[ ]	[ ]	<b>Air Pressure: 60</b>
<b>Irrigation pump:</b>	[X]	[ ]	[ ]	
<b>Air compressor:</b>	[X]	[ ]	[ ]	
<b>Disinfection device:</b>	[X]	[ ]	[ ]	
<b>Chlorine supply:</b>	[X]	[ ]	[ ]	
<b>Spray field vegetation:</b>	[X]	[ ]	[ ]	
<b>Sprinkler / Drip backwash:</b>	[X]	[ ]	[ ]	
<b>Controls / Electric Circuits:</b>	[X]	[ ]	[ ]	

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

Chlorine Residual: 0.17  
 Test Method: \_\_\_\_\_  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_

Mixed Liquor  
 Aeration: 0  
**Sludge Levels**  
 Clarifier: 0  
 Pump: 0

Access Ports Secured: Yes [X] / NO [ ]  
 Repairs Made: Yes [ ] / NO [X]

**Repairs and Comments:**

Inspector: \_\_\_\_\_ Date: 2023-09-07

Tom Hampton, VP  
 MP349/OS24597

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



**Canyon Lake:** (830) 964-2365  
**Bastrop:** (512) 303-6922  
 info@aerobicservices.com  
 bastrop@aerobicservices.com  
**MP349 / OS24597**  
**www.aerobicservices.com**

To: Diane Rankin  
322 Rittimann Road  
Spring Branch, TX 78070  
 Agency: Comal  
 County: Comal  
 Permit No: 108352

Tech: Nick  
 Phone: (561) 308-1874 Date: 2023-12-20  
 Alt Ph: \_\_\_\_\_ Service \_\_\_\_\_  
 Due: \_\_\_\_\_

Inspection Type: \_\_\_\_\_

Item	Operational	Inoperative	N/A
<b>Aerator:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Irrigation pump:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Air compressor:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Disinfection device:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Chlorine supply:</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Spray field vegetation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Sprinkler / Drip backwash:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Controls / Electric Circuits:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Air Pressure: 60**

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

Chlorine Residual: 0.06  
 Test Method: Dpd  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_

Mixed Liquor  
 Aeration: 48

**Sludge Levels**  
 Clarifier: 0  
 Pump: 2

Access Ports Secured: Yes  / NO   
 Repairs Made: Yes  / NO

**Repairs and Comments:**  
 Added 2 gallons of bleach from H/O, system is running in great fashion.

*NA*

Inspector: \_\_\_\_\_ Date: 2023-12-20

Tom Hampton, VP  
 MP349/OS24597

**Aerobic Services of South Texas**  
**15188 FM 306**  
**Canyon Lake, TX 78133**



Date Printed: 1/30/2024

Phone: (830) 964-2365  
Fax: (830) 964-2659  
www.aerobicservices.com info@aerobicservices.com

**To: Diane Rankin**  
322 Rittimann Road  
Spring Branch, TX 78070

Customer ID: 61115109  
Customer's Site Address: 322 Rittimann Road, Spring Branch, TX 78070  
County: Comal  
Subdivision: The Crossing @ Spring Creek  
Main Phone  
(561) 308-1874

Installed by Joe Mitchell Trucking  
Serviced by Aerobic Services of South Texas  
Brand: Nu-W 550 B PC

**Contract Period**  
4/2/2024  
through  
4/2/2025

**Permit #: 108352**  
Agency: Comal County Environmental Health  
3 visits per year - one every 4 months  
System Max Allowance: 300 gallons per day

**ROUTINE MAINTENANCE AND INSPECTION AGREEMENT  
RENEWAL CONTRACT**

**General**

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between the client named above (referred to as "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") located at 15188 FM 306 Canyon Lake, Texas 78133 (830) 964-2365. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 3 over the one year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and PH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The client is responsible for chlorine; Must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up is not covered by this policy and will result in additional charges.

**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 the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil is to be replaced with the excavated material as best as possible.

**Termination of Agreement**

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

Limit 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. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

Dispute Resolution

If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

Entire Agreement

This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either oral or written.

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 valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that 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.

OWNER

*Diane Rankin*

Signature

DIANE RANKIN

Printed

561-308-1874

3/15/24

Phone/ Date

SERVICE PROVIDER

Acrobic Services of South Texas Inc.  
15188 FM 306  
Canyon Lake, Tx 78133

*Tom Hampton* *SWP*

Signature

Tom Hampton VP

License# OS0024597 / MP 349

ENTERED

# WORK ORDER

**Aerobic Services**

15188 FM 306, Canyon Lake, TX 78133

Canyon Lake: (830) 964-2365 | Bastrop:

(512) 303-6922

www.aerobicservices.com



<b>Customer ID</b> 159488	<b>Scheduled</b> 2024-05-19	<b>Serviced</b> 05-19-24
<b>Customer Name and Site Address</b> <b>Diane Rankin</b> <b>322 Rittimann Road</b> <b>Spring Branch, TX</b> Mailing: 322 Rittimann Road, Spring Branch TX 78070		<b>Contact</b> Diane Rankin <b>Main Phone</b> (561) 308-1874
		<b>Customer Email Address</b> rconchbar@aol.com <b>Secondary Phone</b>
<b>System Permit #</b> 108352	<b>Brand of System</b> Nuwater	
<b>Work Order Type</b> Repair	<b>Assigned Technician</b> Mark	<b>HEALTH DEPT</b> Comal
<b>DESCRIPTION OF THE WORK ORDER (REASON OF CALL)</b> Aeration alarm		
<b>RESULTS OF WORK ORDER</b> Aeration alarm due air compressor needing rebuild kit. Client approved repair. Cc on file.		
<b>DIRECTIONS / INSTRUCTIONS FOR THE TECHNICIAN</b>		

*Mark A. Louis*

Date: 2024-05-19

Customer's Signature

Employee's Signature

**Aerobic Services**  
15188 FM 306  
Canyon Lake, TX 78133



**Canyon Lake:** (830) 964-2365  
**Bastrop:** (512) 303-6922  
info@aerobicservices.com  
bastrop@aerobicservices.com  
**MP349 / OS24597**  
**www.aerobicservices.com**

To: Diane Rankin  
322 Rittimann Road  
Spring Branch, TX 78070  
Agency: Comal  
County: Comal  
Permit No: 108352

Tech: Marc  
Phone: (561) 308-1874 Date: 2024-04-24  
Alt Ph: \_\_\_\_\_ Service \_\_\_\_\_  
Due: \_\_\_\_\_

Inspection Type: Scheduled

<b>Item</b>	<b>Operational</b>	<b>Inoperative</b>	<b>Not Present</b>	
<b>Aerator:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Air Pressure: 60</b>
<b>Irrigation Pump:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Air Compressor:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Pump Screen:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Chlorinator:</b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<b>Spray Field Vegetation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Filters:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Sprinkler / Drip Backwash:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controls / Electric Circuits:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

Chlorine Residual (ppm): 0.07  
Test Method: Dpd  
BOD: \_\_\_\_\_  
TSS: \_\_\_\_\_  
Tank Lids Secured: Yes  / NO   
Pump Out Needed: Yes  / NO   
Repairs Made Yes  / NO

Mixed Liquor: all measurements in inches

Aeration: 54

**Sludge Levels**

Clarifier: 0

Pump: 3

**Repairs and Comments:**

Did full inspection. Adjusted timer to correctly time. Need to add 3 gallons of bleach to black cap on green lid closest to the control panel.

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

Date: 2024-04-24

Tom Hampton, VP  
MP349/OS24597

**Aerobic Services**  
15188 FM 306  
Canyon Lake, TX 78133



**Canyon Lake:** (830) 964-2365  
**Bastrop:** (512) 303-6922  
info@aerobicservices.com  
bastrop@aerobicservices.com  
**MP349 / OS24597**  
**www.aerobicservices.com**

To: Diane Rankin  
322 Rittimann Road  
Spring Branch, TX 78070  
Agency: Comal  
County: Comal  
Permit No: 108352

Tech: Robert Salinas  
Phone: (561) 308-1874 Date: 2024-09-03  
Alt Ph: \_\_\_\_\_ Service \_\_\_\_\_  
Due: \_\_\_\_\_

Inspection Type: Scheduled

<b>Item</b>	<b>Operational</b>	<b>Inoperative</b>	<b>Not Present</b>	
<b>Aerator:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Air Pressure: 60</b>
<b>Irrigation Pump:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Air Compressor:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Pump Screen:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Chlorinator:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Spray Field Vegetation:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Filters:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Sprinkler / Drip Backwash:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<b>Controls / Electric Circuits:</b>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

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

Chlorine Residual (ppm): 0.21  
Test Method: DPD  
BOD: N/a  
TSS: N/a

Tank Lids Secured: Yes  / NO   
Pump Out Needed: Yes  / NO   
Repairs Made: Yes  / NO

Mixed Liquor: all measurements in inches

Aeration: 55

**Sludge Levels**

Clarifier: 0  
Pump: 2

**Repairs and Comments:**

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

Date: 2024-09-03

Tom Hampton, VP  
MP349/OS24597