

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **02/22/2019** Permit Number: **108463**

Location Description: **4818 SPRING BRANCH RD
SPRING BRANCH, TX 78070**

Subdivision: **Rivermont**
Unit: **4**
Lot: **Private Park**
Block:
Acreage:

Type of System: **Aerobic
Surface Irrigation**

Issued to: **Rivermont Property Owners Association**

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

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

Alterations to this permit including, but not limited to:

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

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

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

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

Licensing Authority
Comal County Environmental Health

Michael Lopez
OS8497
ENVIRONMENTAL HEALTH INSPECTOR

Sandra Ann Hernandez, Esq.
ENVIRONMENTAL HEALTH COORDINATOR
OS 0025599

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swalex OSSF Installer #: OS0026238
 1st Inspection Date: 2-14-19 2nd Inspection Date: _____ 3rd Inspection Date: 2/22/19
 Inspector Name: Mike T. Inspector Name: _____ Inspector Name: mike T.
 Permit #: 108463 Address: 4818 Spring Branch 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)		2/14/19		2/22/19
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)(ii) 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-2/14/19
 Tank set, leveled
 operational ✓
 Ready For Cover
 Operational For Remote ~~mount.~~ on Final

MT-2/22/19
 Covered.

**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 Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(I) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(I) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	/		600	2/14/19		2/22/19
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	/		MARRAIRE	/		/
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)(4) 285.33(a)(3) 285.33(a)(1)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
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.
	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)				
32	AEROBIC TREATMENT UNIT is Aerobic Unit Installed According to Approved Guidelines.	/	285.32(c)(1)		2/14/19		2/26/19
33	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	/			/		/
34	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	/					
35	PUMP TANK is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
36	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
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38							

Comal County Environmental Health
OSSF Inspection Sheet

39	PUMP TANK Electrical Connections In Approved Junction Boxes / Wiring Buried	✓			2/14/19		2/22/19
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**Comal County Environmental Health
OSSF Inspection Sheet**

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42	APPLICATION AREA Area Installed	/					
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: 050026238

1st Inspection Date: 2-14-19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: Mike T. Inspector Name: _____ Inspector Name: _____

Permit#: 108463 Address: 4818 Spring Branch Rd.

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4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
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**Comal County Environmental Health
OSSF Inspection Sheet**

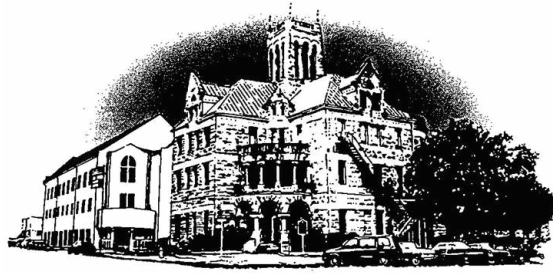
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36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
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Comal County Environmental Health
OSSF Inspection Sheet

39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried				2/14/19		
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**Comal County Environmental Health
OSSF Inspection Sheet**

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44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



Comal County

OFFICE OF COMAL COUNTY ENGINEER

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

Permit Number: 108463
Issued This Date: 12/20/2018
This permit is hereby given to: Rivermont Property Owners Association

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

4818 SPRING BRANCH RD
SPRING BRANCH, TX 78070

Subdivision: Rivermont
Unit: 4
Lot: Private Park
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.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

items Date Received	initials

<p>108463</p> <p>Permit Number</p>

Instructions:

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

OSSF Permit

Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate

Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer

Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.

Required Permit Fee

Copy of Recorded Deed

Surface Application/Aerobic Treatment System

Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

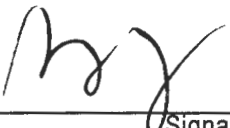
Signed Maintenance Contract with Effective Date as Issuance of License to Operate

RECEIVED

DEC 10 2018

COUNTY ENGINEER

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

12/10/18

 Date

<input type="checkbox"/> COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

<input type="checkbox"/> INCOMPLETE APPLICATION	
(Missing Items Circled, Application Refused)	

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH

REVISED
1:23 pm, Dec 20, 2018

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

Date September 11, 2018

Permit # 108463

Owner Name RIVERMONT PROPERTY OWNERS ASSOCIATION
Mailing Address 4818 SPRING BRANCH ROAD
City, State, Zip SPRING BRANCH TEXAS 78070
Phone# 830-885-4587 830-237-5256 (cell)
Email rpoa@gvtc.com

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

All correspondence should be sent to: Owner Agent Both

Method: Mail Email

Subdivision Name RIVERMONT Unit/Phase/Section 4 Lot PRIVATE PARK Block _____
Acreage/Legal 6.47 ACRE TRACT
Street Name/Address 4818 SPRING BRANCH ROAD City SPRING BRANCH Zip 78070

Type of Development:

Single Family Residential

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

Number of Bedrooms _____

Indicate Sq Ft of Living Area _____

Commercial or Institutional Facility

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

Type of Facility POOL RESTROOMS (NO SHOWERS)
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants UP TO 20 ppl

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: \$ EXISTING (Structure Only)

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

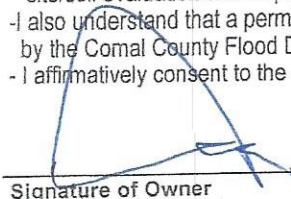
Yes No (if yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water Public Private Well

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

By signing this application, I certify that:

- the completed application and all additional information submitted does not contain any false information and does not conceal any material facts.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities.
- I also understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.


Signature of Owner

12.4.18
Date

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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) MAXX AIR M600 Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 240

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

RECEIVED

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.))

DEC 10 2018

COUNTY ENGINEER

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

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

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

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

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

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

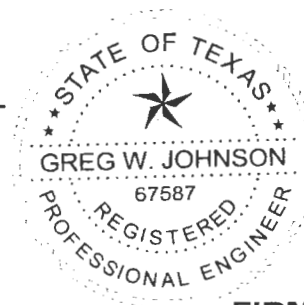
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

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

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

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

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer (Handwritten Signature)

Date October 19, 2018

AFFIDAVIT



201806046992 12/10/2018 11:48:13 AM 1/1

Yes

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.

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):

4 UNIT/PHASE/SECTION _____ BLOCK PRIVATE PARK LOT _____ RIVERMONT _____ SUBDIVISION

IF NOT IN SUBDIVISION: 6.47 ACREAGE _____ SURVEY _____

The property is owned by (insert owner's full name): RIVERMONT PROPERTY OWNERS ASSOCIATION,
a Texas Non-Profit Corporation

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 4th DAY OF December, 20 18

[Signature]
Owner(s) signature(s)

JEFFREY L. STEIF
Owner (s) Printed name (s)

Jeffrey L. Steif
December, 20 18

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 4th DAY OF

Lorelei S. Mayer
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koopp, County Clerk
Comal County, Texas
12/10/2018 11:48:13 AM
TERRI 1 Page(s)
201806046992



(Notary Seal Here)



Bobbie Koopp



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

Private Park, Rivermont, Unit 4

Customer: Rivermont Property Owners Association

Site Address: 4818 Spring Branch Road

City/State: Spring Branch, Texas **Zip:** 78070

County: COMAL **Permit#:** _____

Phone Number: 830-885-4587

E-mail: rpoa@gvvc.com

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between Rivermont Property Owners Association, (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: LTO Last Date of Service: 3 yrs from LTO

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

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

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

Client: [Signature]

Contractor: [Signature]

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

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

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

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

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

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

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

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

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

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

Client: _____

Contractor: _____

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

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

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

Approved by Contractor: _____

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client: _____

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

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

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

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

Client: _____

Contractor: _____

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: October 18, 2018

Site Location: 6.47 ACRES and being part of RIVERMONT, UNIT 4 - SEE ATTACHED DEED

Proposed Excavation Depth: N/A

REC'D

DEC 10 2018

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.

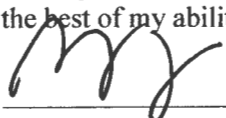
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

COUNTY ENGINEER

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 10"	BROWN
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	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

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



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

10/18/18

Date

REVISED

1:23 pm, Dec 20, 2018

OSSF SOIL EVALUATION REPORT INFORMATION

Date: October 19, 2018

Applicant Information:

Name: RIVERMONT PROPERTY OWNERS ASSOCIATION
Address: 4818 SPRING BRANCH ROAD
City: SPRING BRANCH State: TEXAS
Zip Code: 78070 Phone: (830) 237-5256

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 ^{SEE BELOW} Unit 4 Blk Subd. RIVERMONT
Street Address: 4818 SPRING BRANCH ROAD
City: SPRING BRANCH Zip Code: 78070
Additional Info.: PRIVATE PARK 6.47 ACRES - SEE ATTACHED DEED

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 X NO ___ >100' (EXISTING)
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

Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial 240 DESIGN ^{LATE} RESTROOMS W/ UP TO 20 PEOPLE @ 8 GPD EACH PERSON = 160 GPD

Residential Water conserving fixtures to be utilized? Yes X No ___
Number of Bedrooms the septic system is sized for: _____ Total sq. ft. living area _____
Q gal/day = (Bedrooms +1) * 75 GPD - (20% reduction for water conserving fixtures)
Q = (_____ +1) * 75 - (20%) = 240
Trash Tank Size 353 Gal.
TCEQ Approved Aerobic Plant Size 600 G.P.D.
Req'd Application Area = $Q/R_i = \frac{240}{0.064} = 3750$ sq. ft.
Application Area Utilized = 5654 sq. ft.
Pump Requirement 12 Gpm @ 41 Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent)
Dosing Cycle: ON DEMAND or X TIMED TO DOSE IN PREDAWN HOURS
Pump Tank Size = 768 Gal. 14.5 Gal/inch.
Reserve Requirement = 80 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.

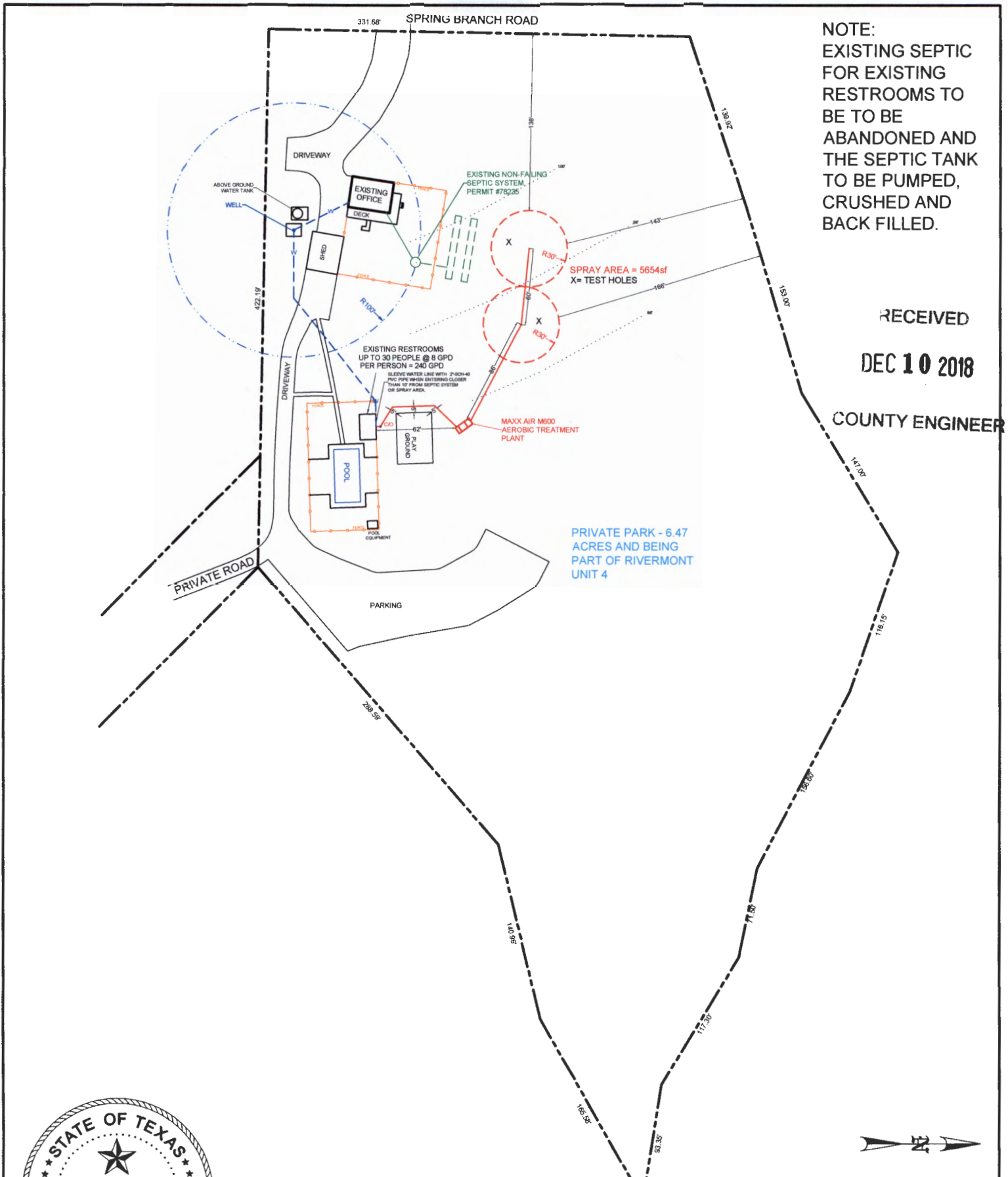
I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016)

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

10/19/18
DATE



FIRM #2585



NOTE:
 EXISTING SEPTIC
 FOR EXISTING
 RESTROOMS TO
 BE TO BE
 ABANDONED AND
 THE SEPTIC TANK
 TO BE PUMPED,
 CRUSHED AND
 BACK FILLED.

RECEIVED

DEC 10 2018

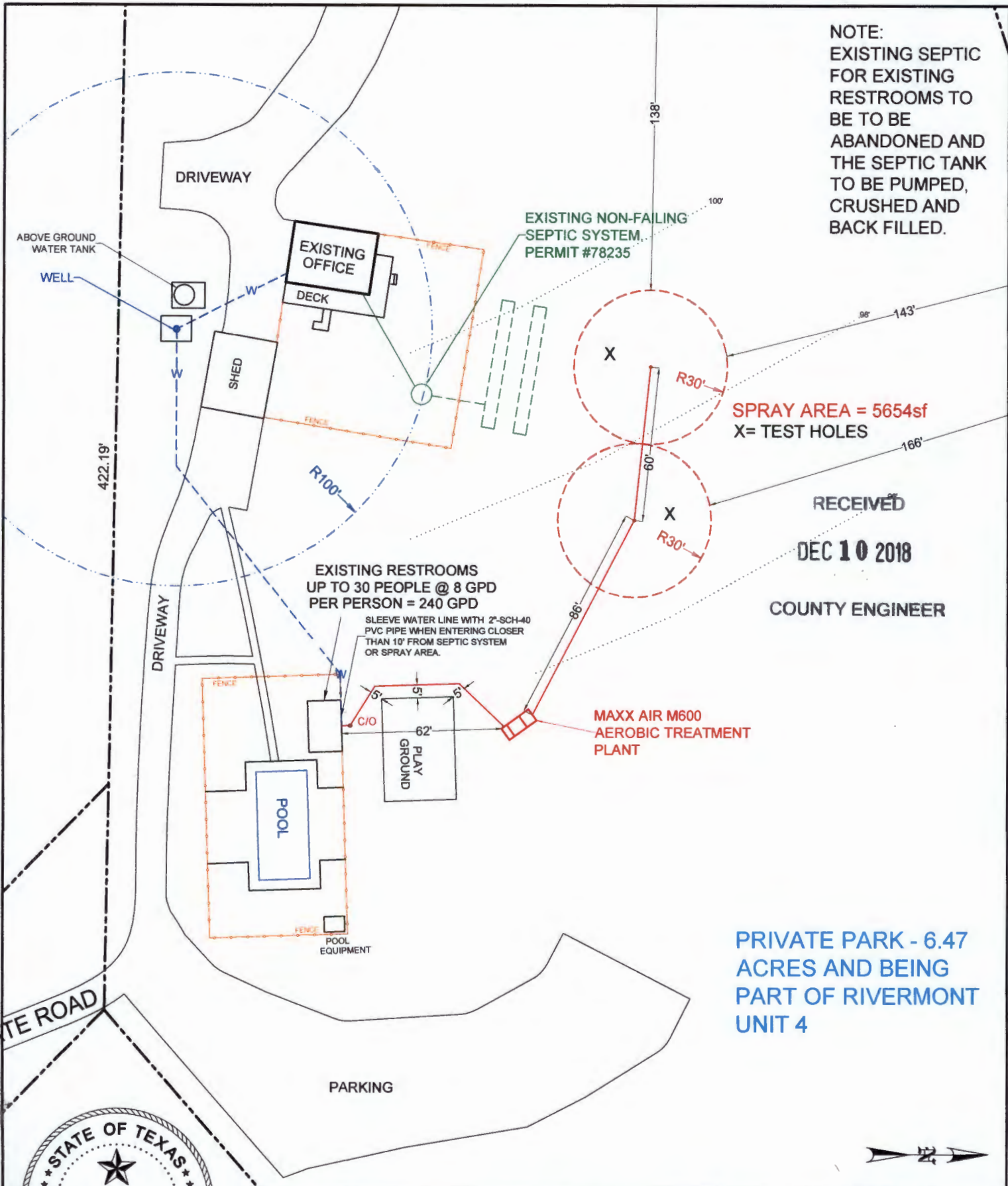
COUNTY ENGINEER

PRIVATE PARK - 6.47
 ACRES AND BEING
 PART OF RIVERMONT
 UNIT 4



OWNER: RIVERMONT PROPERTY OWNERS ASSOCIATION		DRAWN BY: EJS III	
STREET ADDRESS: 4818 SPRING BRANCH ROAD			
LEGAL DESC: RIVERMONT - SEE ATTACHED DEED	UNIT/SECTION/PHASE: 4	ACREAGE: 6.47	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=100'	DATE: 10/19/2018	REVISED: 12/10/2018

NOTE:
 EXISTING SEPTIC
 FOR EXISTING
 RESTROOMS TO
 BE TO BE
 ABANDONED AND
 THE SEPTIC TANK
 TO BE PUMPED,
 CRUSHED AND
 BACK FILLED.



SPRAY AREA = 5654sf
 X= TEST HOLES

RECEIVED
 DEC 10 2018
 COUNTY ENGINEER

PRIVATE PARK - 6.47
 ACRES AND BEING
 PART OF RIVERMONT
 UNIT 4



OWNER: RIVERMONT PROPERTY OWNERS ASSOCIATION		DRAWN BY: EJS III	
STREET ADDRESS: 4818 SPRING BRANCH ROAD			
LEGAL DESC: RIVERMONT - SEE ATTACHED DEED		UNIT/SECTION/PHASE: 4	ACREAGE: 6.47
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 10/19/2018	REVISED: 12/10/2018

TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

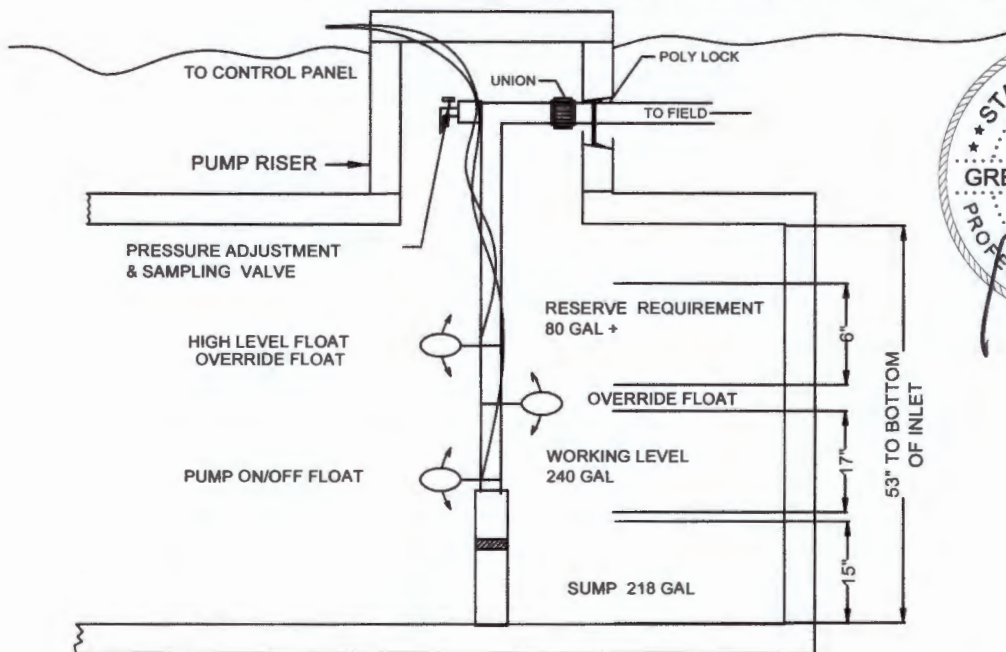
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

RECEIVED

DEC 10 2018

COUNTY ENGINEER

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

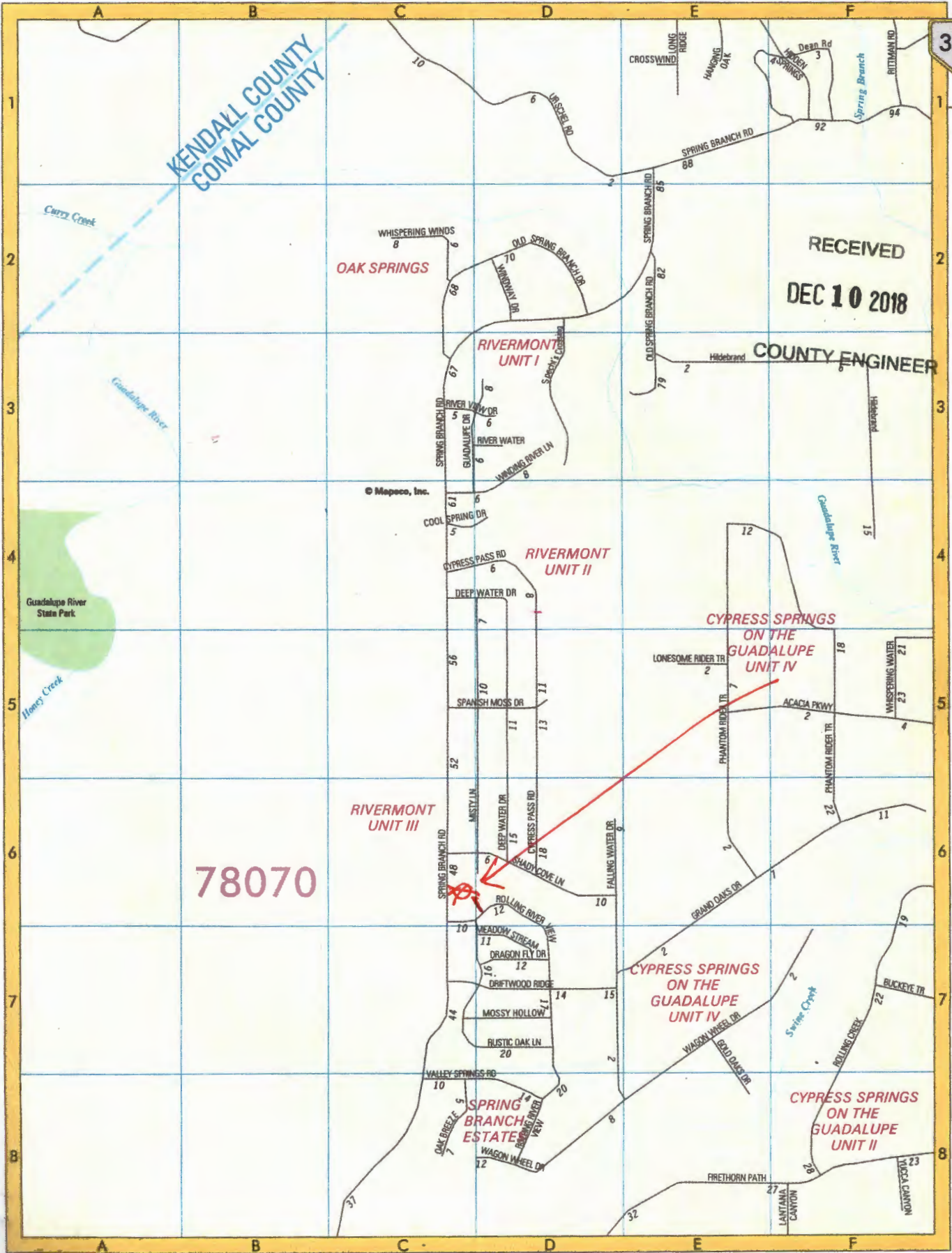


F-2585

12/10/18

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

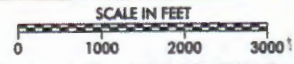
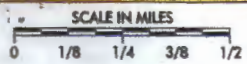
351



RECEIVED
DEC 10 2018
COUNTY ENGINEER

78070

CONTINUED ON MAP 352



CCEO

COPY

FEE

Posted 8/21/75
20.00

COMAL COUNTY SANITATION DEPARTMENT

RECEIPT NO. 34464

APPLICATION FOR HOUSEHOLD SEWAGE SYSTEM
(Submit in Duplicate)

NAME and LOCATION of PROPERTY where Sewage System is to be installed

RIVERMONT

UNIT NO. BLOCK NO. LOT NO. PRIVATE PASS STREET and ROAD NO.

DIMENSION OF PROPERTY ACREAGE PERCOLATION RESULTS ATTACHED

ZONE: RECHARGE RESTRICTED WATER QUALITY

DESCRIPTION OF STRUCTURE and SYSTEM

NO. BEDROOMS NO. BATHROOMS 2 DISPOSAL WASHING MACHINE

SIZE OF SEPTIC SYSTEM 1000 gal. NO. FEET LATERALS 600 ft.

OTHER SYSTEM

DATE 8/19/75

RICHARD EGG

CONTRACTOR

OWNER

LAKECROFT BEACH ESTATES
RIVERMONT OWNERS ASS.

ADDRESS

ADDRESS

ALL recommendations are minimum requirements as prescribed by the "GUIDE TO THE DISPOSAL OF household sewage", published by the Texas Health Department, Austin, Texas

NOTE: For the information to be submitted in connection with this application, see the requirements outlined in the current Texas Water Quality Board Order, 74-0326-4 Comal County Resolution 74-R-10.

PERMIT NO. 34464

SEWAGE FACILITIES: LOCATION RIVERMONT (Subdivision)

OWNER LAKECROFT BEACH ESTATES PRIVATE PASS (Address)

INSPECTED and APPROVED by: CARMON SIMON (Inspector)

Date: 8/21/75

PERMIT granted for period of 5 years

DUE DATE 8/21/80

Transfer of Permit only thru Comal County Sanitation Department by New Owner for remaining period of Permit.

[Signature]

COMAL COUNTY SANITARIAN or COUNTY HEALTH OFFICER

CCEO

INSPECTOR'S GUIDE

APPLICATION NO. 34464

COPY:

CONTRACTOR: EDGE

LOCATION Rivermont
(Subdivision) (Street)

OTHER SYSTEM _____

LOT NO. _____ Bl. _____ Unit NO. _____

TANK CAPACITY 1000

TRENCH LENGTH 450 SF WIDTH _____

TANK Type Round OUTLET Water tight PERMITTED FOR: 2 BATH ROOM

Turned Down _____

Water tight Bottom _____ Inlet Water tight

Turned Down _____

Length 305 400 SF ABSORPTION TRENCH

Width 157 6" gravel under line _____ GRADE _____
2" gravel above line _____ Steps properly constructed

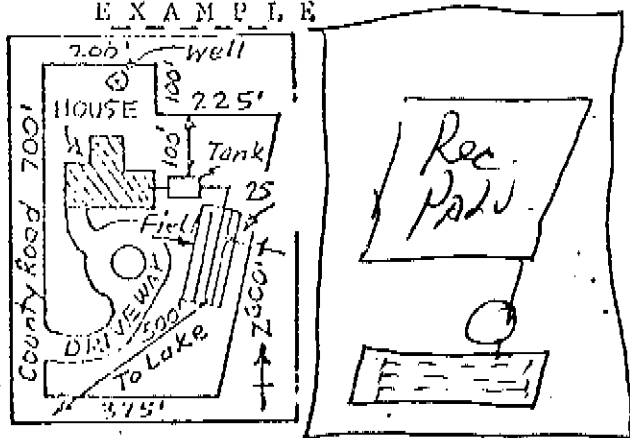
OTHER TYPE SYSTEM _____

SANITATION SAFETY

	TANK	TRENCH	TIGHT LINE
(/) Distance from wells, cisterns & pump section	50' ft.	150' ft.	10' ft.
(/) Stream & Ponds	75' ft.	75' ft.	Restricted Zone
(/) FOUNDATION wall of Structures	5' ft.	15' ft.	
(/) PROPERTY LINES	10' ft.	10' ft.	

SKETCH OF SYSTEM and LAYOUT:

EXAMPLE



8/21/75
[Signature]

CCEO
COPY

COMAL COUNTY HEALTH DEPARTMENT

PERCOLATION TEST

Procedure with a few changes: As outlined in "A GUIDE TO THE DISPOSAL OF HOUSEHOLD SEWAGE", published by Texas State Department of Health.

1. Name of Subdivision or Location of Property _____

RIVER MONT

2. UNIT NO. _____ BLOCK NO. _____ LOT NO. PRIVATE PARK

3. Total Area of Lot ACREAGE

4. ZONE: Recharge _____ Restricted _____ Water Quality ✓

5. Surface slope characteristics of Lot (in feet): 3/100'

6. Type of Soil: 24" ± BLACK CLAY OVER LIGHT CALCAREOUS CLAY

Procedures of test to be made according to pages 12 & 13, Item 5 of "THE GUIDE" with exceptions as stated on this or attached page.

TEST HOLES	DEPTH OF HOLE	RATE OF PERCOLATION MINUTES/INCH
------------	---------------	----------------------------------

1.	<u>50"</u>	<u>15</u>
2.	<u>52"</u>	<u>15</u>
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

I certify that consideration of surface and subsurface soil conditions and the required Texas State Department of Health standards for engineering design of septic tank systems have been duly employed. Further, I certify that a septic tank installation to serve the dwelling unit(s) for the property described can be expected to function without creating a nuisance or a public health hazard.

DATE OF TEST 19 August 1975

Person performing test H.L. Blanford

H.L. BLANFORD

Title P.E. Reg # 32090

PRIVATE PARK - TWO

REST ROOM - NO SHOWERS SKETCH OF LOT AND LOCATION OF TEST ON BACK PAGE

RECOMMEND 1000-GAL TANK

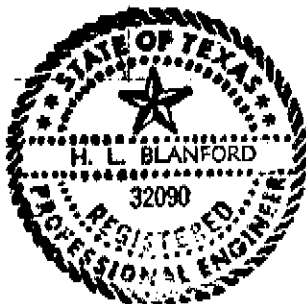
600.5 SQ FT OF LATERALS, TOTAL, USPHS

DESIGN CRITERIA = 5 GPD / PERSON

DOSE RATE OF 1.3 GPD / SQ FT.

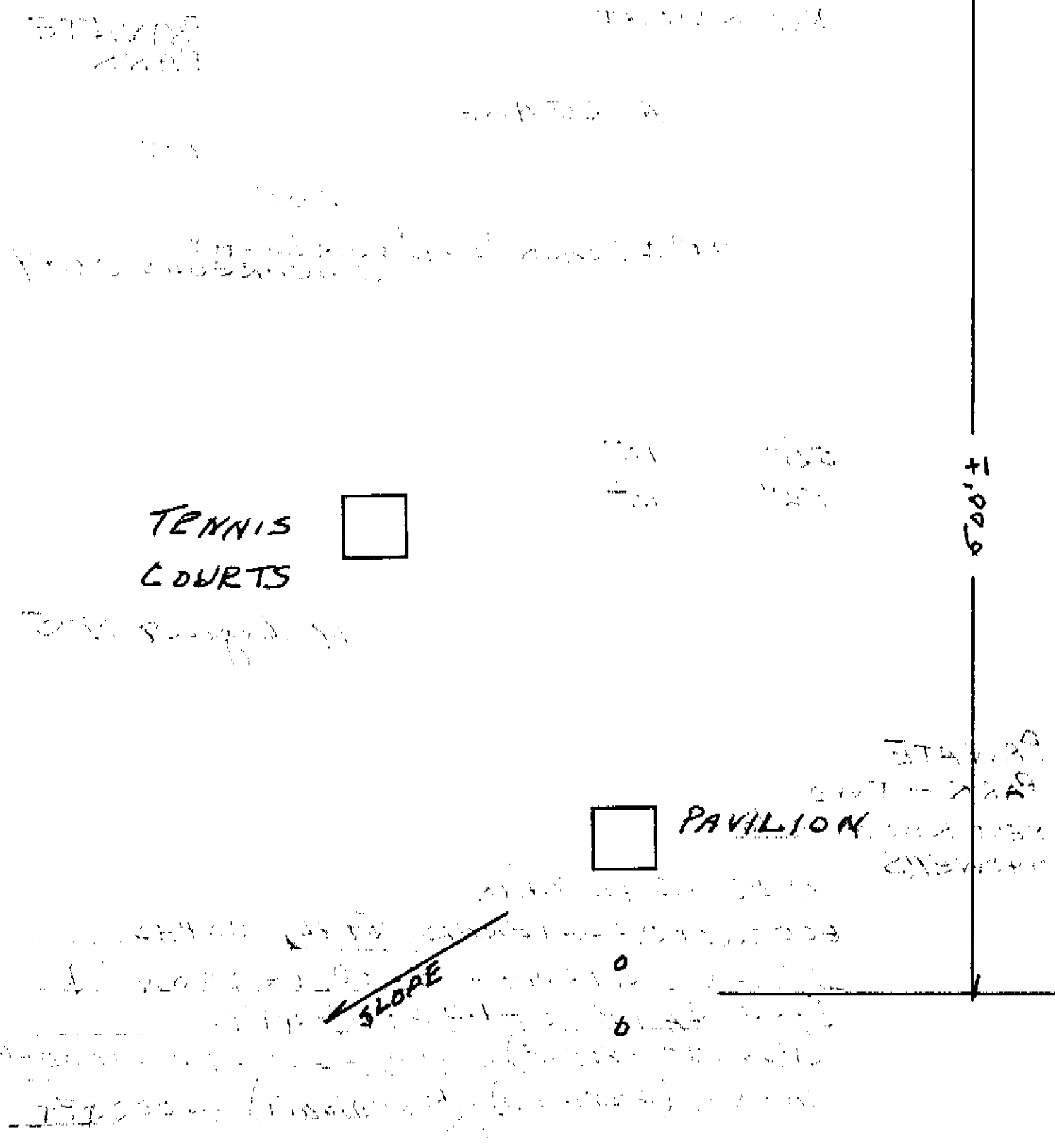
(MAX 125 PEOPLE) (5 GPD) = 625 GPD = 1000-GAL

TANK = (625 GPD) / (1.3 GPD / SQ FT) = 600.5 SQ FT



**CCEO
COPY**

○ WELL



DATE
9/24/97

PERMIT#
78235

**CCEO
COPY**



Comal County
OFFICE OF ENVIRONMENTAL HEALTH

LICENSE TO OPERATE A PRIVATE SEWAGE FACILITY

OWNER(L) Rivermont P.O.A.	FIRST	DEVELOPMENT	STREET 4814 Spring Branch Road
UNIT	BLOCK	LOT	ACRES/TRACT 6.7 Acres

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 Natural Resource Conservation Commission.

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.

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. It may be transferred by the holder to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

THE FACILITY IS LICENSED FOR

<input checked="" type="checkbox"/> SINGLE FAMILY RESIDENCE	TOTAL SQUARE FEET OF DWELLING 768
<input type="checkbox"/> INSTITUTION	TYPE OF BUSINESS/INSTITUTION

THE FACILITY CONSISTS OF

SYSTEM TYPE Standard	SYSTEM DESCRIPTION Septic Tank & Absorptive Drainfield	
GALLON TANK 750	SQUARE FEET ABSORPTION AREA 720	SWITCHING VALVE? YES/NO No

SPECIAL CONDITIONS

INSPECTOR <i>John Martinez</i>	COMAL COUNTY ENGINEER <i>John K. H.</i> 10-10-97
--------------------------------	--

**CCEO
COPY**

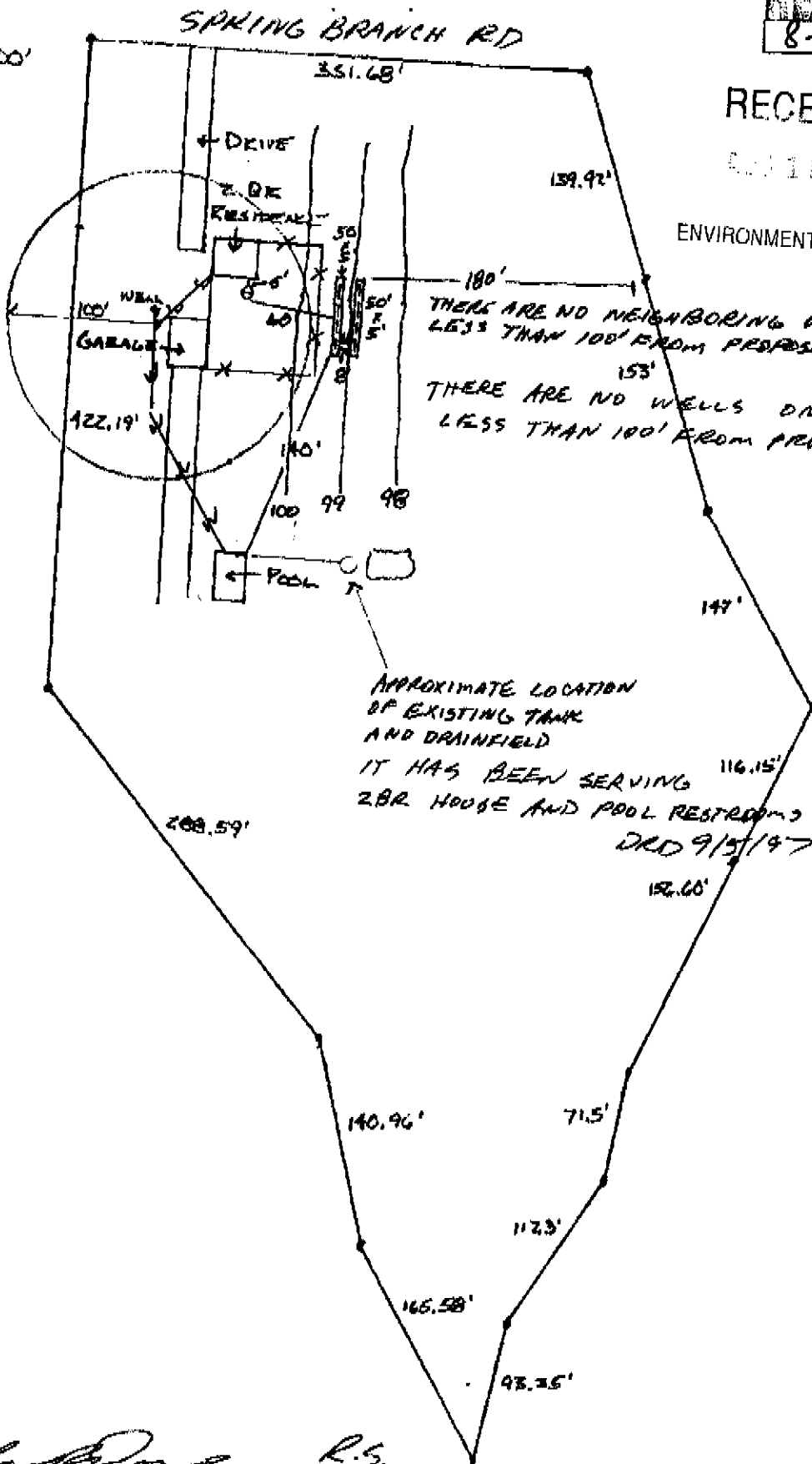
1"=100'

**REVISED
8-18-97**

RECEIVED

SEP 18 1997

ENVIRONMENTAL HEALTH



Donna R.S.
TD# #2432


Ritzen, Brenda

From: Ritzen, Brenda
Sent: Wednesday, December 19, 2018 11:30 AM
To: 'Greg Johnson'
Subject: Permit 108463

Re: Rivermont Property Owners Association
4818 Spring branch Road
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Greg,

The following information is needed before I can continue processing the referenced permit submittal:

-  Show 150 ft. radius around the water well.
2. Revise as needed and resubmit.

Thank you,

Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
www.cceo.org

OSSF SOIL EVALUATION REPORT INFORMATION

Date: October 19, 2018

Applicant Information:

Name: RIVERMONT PROPERTY OWNERS ASSOCIATION
Address: 4818 SPRING BRANCH ROAD
City: SPRING BRANCH State: TEXAS
Zip Code: 78070 Phone: (830) 237-5256



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 ^{SEE BELOW} Unit 4 Blk _____ Subd. RIVERMONT
Street Address: 4818 SPRING BRANCH ROAD
City: SPRING BRANCH Zip Code: 78070
Additional Info.: PRIVATE PARK 6.47 ACRES - SEE ATTACHED DEED

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 X NO ___ >100' (EXISTING)
- Presence of adjacent ponds, streams, water impoundments: YES ___ NO X
- Presence of upper water shed: YES ___ NO X
- Organized sewage service available to lot: YES ___ NO X

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Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = _____ GPD RESTROOMS W/ UP TO 30 PEOPLE @ 8 GPD EACH PERSON = 240 GPD

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

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

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

Q = (_____ +1)*75-(20%)= 240

Trash Tank Size 253 Gal.

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

Req'd Application Area = Q/Ri = 240 / 0.064 = 3750 sq. ft.

Application Area Utilized = 5654 sq. ft.

Pump Requirement 12 Gpm @ 41 Psi (Red Jacket 0.5 HP 18 G.P.M. series or equivalent)

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

Pump Tank Size = 768 Gal. 14.5 Gal/inch

Reserve Requirement = 80 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

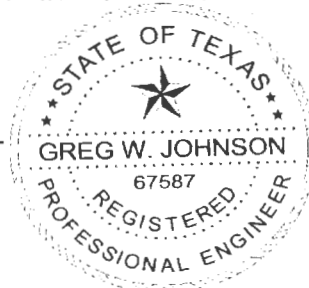
1" Sch-40 PVC discharge manifold

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)

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

10/19/18
DATE



FIRM #2585

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

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

Date September 11, 2018

Permit # 108463

Owner Name RIVERMONT PROPERTY OWNERS ASSOCIATION Agent Name GREG W. JOHNSON, P.E.
Mailing Address 4818 SPRING BRANCH ROAD Agent Address 170 HOLLOW OAK
City, State, Zip SPRING BRANCH TEXAS 78070 City, State, Zip NEW BRAUNFELS, TX 78132
Phone# 830-885-4587 830-237-5256 (cell) Phone # (830) 905-2778
Email rpoa@gvtc.com Email gregjohnsonpe@yahoo.com



All correspondence should be sent to: [] Owner [X] Agent [] Both Method: [] Mail [X] Email

Subdivision Name RIVERMONT Unit/Phase/Section 4 Lot PRIVATE PARK Block
Acreage/Legal 6.47 ACRE TRACT
Street Name/Address 4818 SPRING BRANCH ROAD City SPRING BRANCH Zip 78070

Type of Development:

[] Single Family Residential
Type of Construction (House, Mobile, RV, Etc.)
Number of Bedrooms
Indicate Sq Ft of Living Area

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[X] Commercial or Institutional Facility
(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)
Type of Facility POOL RESTROOMS (NO SHOWERS)
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants UP TO 30 ppl
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: \$ EXISTING (S...)

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 [] Public [X] 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 12.4.18

FILED FOR RECORD

1984 AUG 14 PM 3:26

247985

SPECIAL WARRANTY DEED

NOTARY PUBLIC IN THE STATE OF TEXAS
BY Charlene Nolte
\$500.00

THE STATE OF TEXAS §
COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

VOL 404 PAGE 03

That LAKECROFT, INC., a Texas corporation, for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable consideration received from the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto **RIVERMONT PROPERTY OWNERS ASSOCIATION**, a Texas Non-Profit Corporation, all of the following described real property in Comal County, Texas, to-wit:

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COUNTY ENGINEER

That certain real property in Comal County, Texas, described in **Exhibit "A"** attached hereto and made a part hereof.

This conveyance is made subject to restrictions, easements, covenants, conditions, and mineral conveyances and reservations, if any, affecting the title to the above described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Comal County, Texas.

Membership in Rivermont Property Owners Association is open to all owners of property in Rivermont, Unit No. 1; Rivermont, Unit No. 2; Rivermont, Unit No. 3; Rivermont, Unit No. 4; Rivermont, Unit No. 5; and Rivermont, Unit No. 6, according to Plats thereof recorded in Volume 5, Page 4; Volume 5, Page 21; Volume 5, Page 67; Volume 5, Page 116; Volume 5, Page 124; and Volume 5, Page 162, Map and Plat Records of Comal County, Texas, and the property herein conveyed is conveyed for the benefit of all owners of property in said Subdivisions.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns forever; and Grantor does hereby bind itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise.

EXECUTED this 6th day of August, 1984.

Grantee's Address:
St. Rt. 1, Box 35A6
Spring Branch, TX 78070

LAKECROFT, INC.

By Thomas Burwell
THOMAS BURWELL, President

THE STATE OF TEXAS §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 6th day of August, 1984, by THOMAS BURWELL, President of LAKECROFT, INC., a Texas corporation, on behalf of said corporation.



Virginia M. Stakes
Notary Public, State of Texas
My Commission Expires: 6-19-85

VIRGINIA M. STAKES
Notary Public, State of Texas
My Commission Expires 8/19/86

All of the rights, titles, and interests of Lakecroft, Inc.
in and to the following described property, to-wit:

(a) That certain tract of land in RIVERMONT, UNIT NO. 1, a Subdivision in Comal County, Texas, according to Plat recorded in Volume 5, Page 4, Map and Plat Records of Comal County, Texas, situated at the end of Guadalupe Drive and designated "Private Park for Approved Property Owners Only" on the Plat of said Subdivision.

(b) That certain 6.47 acre tract of land in RIVERMONT, UNIT NO. 4, a Subdivision in Comal County, Texas, according to Plat recorded in Volume 5, Page 116, Map and Plat Records of Comal County, Texas, abutting Spring Branch Road and designated "Private Park for Approved Property Owners Only" on the Plat of said Subdivision.

(c) That certain 7.92 acre tract of land in RIVERMONT, UNIT NO. 5, a Subdivision in Comal County, Texas, according to Plat recorded in Volume 5, Page 124, Map and Plat Records of Comal County, Texas, situated on the Guadalupe River and designated "Private Park for Approved Property Owners Only" on the Plat of said Subdivision.

(d) That certain tract of land in RIVERMONT, UNIT NO. 6, a Subdivision in Comal County, Texas, according to Plat recorded in Volume 5, Page 162, Map and Plat Records of Comal County, Texas, adjacent to Lots 2 through 8, Block 28, and designated "Private Park for Approved Property Owners Only" on the Plat of said Subdivision.

(e) That certain tract of land in RIVERMONT, UNIT NO. 6, a Subdivision in Comal County, Texas, according to Plat recorded in Volume 5, Page 162, Map and Plat Records of Comal County, Texas, situated on Spring Branch Road and designated "Private Park for Approved Property Owners Only" on the Plat of said Subdivision.

(f) All streets and/or passageways in RIVERMONT, UNITS NOS. 1 through 6, Subdivisions in Comal County, Texas, according to Plats thereof recorded in Volume 5, Page 4; Volume 5, Page 21; Volume 5, Page 67; Volume 5, Page 116; Volume 5, Page 124; and Volume 5, Page 162, Map and Plat Records of Comal County, Texas, designated "Private Road" and/or "Reserved by Owner" on the Plats of said Subdivisions and all other private streets in said Subdivisions providing access to the above described Private Park Properties.

(g) All areas within the above described 6 Units of RIVERMONT Subdivision dedicated for the general use and benefit of the property owners therein whether or not said areas are hereinabove described.

EXHIBIT "A"

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COUNTY ENGINEER

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

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

To: Home Owner
4818 SPRING BRANCH ROAD
SPRING BRANCH, TX

Printed:6/28/2019
Site: 4818 SPRING BRANCH ROAD
SPRING BRANCH, TX
(830) 885-4587

Permit #: **108463** Customer ID: 849
Agency: Comal County Contract Dates: 2/22/2019 - 2/22/2022
County: Sub: Rivermont Scheduled Date: 6/22/2019 Inspection 1 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.855105 Longitude: -98.457428

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 6/28/2019

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Sludge Levels

Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .03

For Tank 1: 12"
For Tank 2: 0"
For Tank 3: 0"

Air Filter: Good

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments

Service Completed

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

Insp ID #:1545

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

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

License #: MP0001708

License #: MP0001708

Expires: 9/1/2023

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

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

To: Home Owner
4818 SPRING BRANCH ROAD
SPRING BRANCH, TX

Printed: 10/11/2019
Site: 4818 SPRING BRANCH ROAD
SPRING BRANCH, TX
(830) 885-4587

Permit #: **108463** Customer ID: 849
Agency: Comal County Contract Dates: 2/22/2019 - 2/22/2022
County: Sub: Rivermont Scheduled Date: 10/22/2019 Inspection 2 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.855105 Longitude: -98.457428

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/10/2019

Entered By: Noelle Sjodin

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Sludge Levels

Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .13

For Tank 1: 8"
For Tank 2: 0"
For Tank 3: 0"

Air Filter: Good

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments

Scum on pretreatment: 1/4" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Insp ID #: 2346

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

Technician: Christopher Ryan Seidensticker
PS Septic Supply & Service

License #: MP0001708

License #: MP0001708

Expires: 9/1/2023

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

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

Permit #: 108463

To: Home Owner
4818 SPRING BRANCH ROAD
SPRING BRANCH, TX

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

Site 4818 SPRING BRANCH ROAD, SPRING BRANCH
 Agency Comal County
 County
 Subdivision Rivermont

Installed:
 Phone: (830) 885-4587
 Cell:
 Work:

Contract: 2/22/2019 - 2/22/2022
 Inspections per year: 3
 Service Due: 2/22/2020
 Alt Phone:
 Warranty Ending:

Inspection Type: _____ Inspection # _____ of _____ for the contract year

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

1-16
 2-6
 3-0

Test Results and observations. (As Required)

Fecal Coliform: _____
 Chlorine Residual: _____
 Test Method: 6/12/15
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments:

Inspector: _____ Date: _____

Area: / 0
 GPS: 29.855105 -98.4574 ID = 849

Printed 2/24/2020

4818 SPRING BRANCH ROAD, SPRING BRANCH

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

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

Permit #: 108463

To: Home Owner
4818 SPRING BRANCH ROAD
SPRING BRANCH, TX

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

Site: 4818 SPRING BRANCH ROAD SPRING BRANCH

Agency: Comal County

County

Subdivision: Rivermont

Installed
 Phone: (830) 885-4587
 Cell
 Work

Contract: 2/22/2019 - 2/22/2022
 Inspections per year: 3
 Service Due: 6/22/2020
 Alt Phone
 Warranty Ending

Inspection Type: _____ Inspection # _____ of _____ for the contract year

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

1-16
 2-0
 3-0

Test Results and observations: (As Required)

Fecal Coliform: _____
 Chlorine Residual: _____
 Test Method: _____
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments: Sum = 0

Inspector: [Signature] Date: _____

Area: / 0
 GPS: 29.855105 -98.4574 ID = 849

Printed 6/22/2020

4818 SPRING BRANCH ROAD, SPRING BRANCH

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

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

To: Home Owner
4818 SPRING BRANCH ROAD
SPRING BRANCH, TX

Printed: 10/15/2020
Site: 4818 SPRING BRANCH ROAD
SPRING BRANCH, TX
(830) 885-4587

Permit #: **108463**

Agency: Comal County
County:

Sub: Rivernmont

Customer ID: 849

Contract Dates: 2/22/2019 - 2/22/2022

Scheduled Date: 10/22/2020

Inspection 5 of 9

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates - Latitude: 29.855105 Longitude: -98.457428

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/14/2020

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 18

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.1mg/L

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

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

Service Completed

Owner signature: _____

Insp ID #:6193

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Home Owner
4818 SPRING BRANCH ROAD
SPRING BRANCH, TX

Printed: 1/28/2021
Site: 4818 SPRING BRANCH ROAD
SPRING BRANCH, TX
(830) 885-4587

Permit #: **108463**

Customer ID: 849

Agency: Comal County

Contract Dates: 2/22/2019 - 2/22/2022

County:

Sub: Rivermont

Scheduled Date 2/22/2021

Inspection 6 of 9

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates - Latitude: 29.855105 Longitude: -98.457428

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 1/27/2021

Entered By: _

Method: Grab

Technician: Chris Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 18

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.1mg/L

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

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

Owner signature: _____

Insp ID #:7832

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

Private Park, Rivermont, Unit 4

Customer: Rivermont Property Owners Association

Site Address: 4818 Spring Branch Road

City/State: Spring Branch, Texas **Zip:** 78070

County: COMAL **Permit#:** 18108463

Phone Number: 830-885-4587

E-mail: rpoa@gvtc.com

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between Rivermont Property Owners Association, (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: LTO Last Date of Service: 3 yrs from LTO

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

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

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

Client: [Signature]

Contractor: [Signature]

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

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

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

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

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

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

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

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

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

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

Client: _____

Contractor: _____

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

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

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

Approved by Contractor:

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client:

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

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

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

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

Client:

Contractor:

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

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

To: Home Owner
4818 SPRING BRANCH ROAD
SPRING BRANCH, TX

Printed: 5/27/2021
Site: 4818 SPRING BRANCH ROAD
SPRING BRANCH, TX
(830) 885-4587

Permit #: **108463**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Rivermont

Customer ID: 849

Contract Dates: 2/22/2019 - 2/22/2022

Scheduled Date 6/22/2021

Inspection 7 of 9

GPS Coordinates - Latitude: 29.855105 Longitude: -98.457428

Service Type: Scheduled Inspection

Visit Date: 5/26/2021

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

This counts as a type of "Scheduled Inspection"

Entered By: .

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.2mg/L

Sludge Levels

For Tank 1: 8

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

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

Service Completed

Owner signature: _____

Insp ID #: 9851

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Rivermont Property Owners Association
4818 Spring Branch Rd
Spring Branch, TX 78070

Printed:6/3/2022
Site: 4818 Spring Branch Rd
Spring Branch, TX 78070
(830) 885-4587

Permit #: **108463** Customer ID: 849
Agency: Comal County Contract Dates: 3/7/2022 - 3/7/2024
County: Sub: Rivermont Scheduled Date: 6/4/2022 Inspection 1 of 6
Mfg / Brand: - MAXX AIR Installed: 2/22/2019
Treatment Type: Aerobic Warranty End: 2/22/2022
Disposal: Surface Application GPS Coordinates - Latitude: 29.855105 Longitude: -98.457428

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 6/2/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 6

Irrigation Pumps: Operational

For Tank 2: 2

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .12

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

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

Insp ID #:18297

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

License Info: MP0001708 Expires:

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

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

Printed:10/20/2022 Insp ID #:21984

Permit #: **108463**

To: Rivermont Property Owners Association
4818 Spring Branch Rd
Spring Branch, TX 78070

Main Phone: (830) 885-4587
Work:
Cell Phone:
Alt Cell:

Customer ID: 849

Contract Dates: 3/7/2022 - 3/7/2024

Scheduled Date: 10/4/2022

Inspection 2 of 6

Installed: 2/22/2019

Warranty End: 2/22/2022

Agency: Comal County
County:

Sub: Rivermont

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.855105 Longitude: -98.457428

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Nicole Loria

Visit Date: 10/19/2022

Copy emailed to Customer

Method: Grab

Customer Emailed: 10/20/2022

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 8

Irrigation Pumps: Operational

For Tank 2: N/A

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .21

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 0 - Red switch secure - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 10/20/2022.

Site: 4818 Spring Branch Rd, Spring Branch, TX 78070

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

License Info: MP0001708 Expires:

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

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

Printed:2/15/2023

Insp ID #:25615

Permit #: **108463**

To: Rivermont Property Owners Association
4818 Spring Branch Rd
Spring Branch, TX 78070

Main Phone: (830) 885-4587
Work:
Cell Phone:
Alt Cell:

Customer ID: 849

Contract Dates: 3/7/2022 - 3/7/2024

Scheduled Date: 2/4/2023

Inspection 3 of 6

Installed: 2/22/2019

Warranty End: 2/22/2022

Agency: Comal County

County:

Sub: Rivermont

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.855105 Longitude: -98.457428

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Ashley Spitzenberger

Visit Date: 2/14/2023

Copy emailed to Customer

Customer Emailed: 2/15/2023

Method: Grab

Technician: Fabian Young

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 12

Irrigation Pumps: Operational

For Tank 2: NA

Disinfection Device: Operational

For Tank 3: 3

Chlorine Supply: Operational

Chlorine Residual: .22

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 0 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 2/15/2023.

Site: 4818 Spring Branch Rd, Spring Branch, TX 78070

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

Luna Environmental

4222 FM 482
New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:8/19/2023

Permit: 108463

Site: 4818 Spring Branch Rd, Spring Branch, TX 78070

Main Phone: 8308854587

Rivermont Property Owners Association

4818 Spring Branch Rd
Spring Branch, TX 78070

Agency: Comal County

Subdivision: Rivermont

System Info: MFG: Brand: MAXX AIR Customer ID: 2248
Treatment Type: Aerobic Disposal Type: Surface Application Insp ID: 31487
Installed: 2/22/2019 Warranty Expiration: 2/22/2022
Visit Details <----->
Visit Date: 8/15/2023 Entered By: Nicole Loria GPS Lat: 29.855105 GPS Long: -98.457428
Scheduled Date: 6/4/2023 Contract Starts: 3/7/2022 Customer Emailed: 8/19/2023
Entered On: 8/19/2023 Contract Ends: 3/7/2024

Visit Results

Service Type: **Scheduled Inspection**

Count: Inspection 4 of 6

Method: **Grab**

Technician: Andrew Bryan

License #

MT0002561

Expires

8/31/2026

Provider: Luna Environmental, LLC

Service Completed

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .1

Sludge Level Tank 1: 12

Sludge Level Tank 2: N/A

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Electric Circuits: Operational

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Alarm: Operational

PSI Pressure: 3.2

Comments

- Scum on pretreatment 2 - Please add bleach to system-only regular bleach not gel or splashless-no air flow into tank(could be diffusers) no response from customer - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 8/19/2023.

Luna Environmental

4222 FM 482

New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:10/23/2023

Permit: 108463

Site: 4818 Spring Branch Rd, Spring Branch, TX 78070

Main Phone: 8308854587

Rivermont Property Owners Association

4818 Spring Branch Rd
Spring Branch, TX 78070

Agency: Comal County

Subdivision: Rivermont

System Info: MFG: Brand: MAXX AIR Customer ID: 2248
Treatment Type: Aerobic Disposal Type: Surface Application Insp ID: 34682
Installed: 2/22/2019 Warranty Expiration: 2/22/2022
Visit Details <----->
Visit Date: 10/19/2023 Entered By: Nicole Loria GPS Lat: 29.855105 GPS Long: -98.457428
Scheduled Date: 10/4/2023 Contract Starts: 3/7/2022 Customer Emailed: 10/23/2023
Entered On: 10/23/2023 Contract Ends: 3/7/2024

Visit Results

Service Type: Scheduled Inspection
Count: Inspection 5 of 6
Method: Grab License # Expires
Technician: Logan Leppo
Provider: Luna Environmental, LLC Service Completed

Aerators: Operational Sludge Level Tank 1: 4
Filters: Operational Sludge Level Tank 2: N/A
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .01

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

Alarm: Operational PSI Pressure: 3.0

Comments

- Scum on pretreatment 0 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 10/23/2023.



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

Rivermont Property Owners Association

Residential



Initial Contract



Site Address

4818 Spring Branch Rd, Spring Branch, TX 78070

Agency

Comal County

Email

rpoa@gvtc.com

Phone

(830) 885-4587

Permit Number

108463

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 600 Max GPD

AGREEMENT

I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 4222 FM 482 New Braunfels, Texas 78132. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Dates & Fees:

This agreement provides maintenance from **3/7/2024** to **3/7/2025** for a total fee of **\$325.00**

III. Services by Contractor:

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

IV. Client Responsibilities:

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

V. Access By Contractor:

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

VI. Termination of This Agreement:

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

VII. Limitation of Liability:

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

VIII. Payment Terms:

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

IX. Severability:

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

Rivermont Property Owners Association

DocuSigned by: Customer Name

Rivermont Property Owners Association

DA40D21AD8A248D...

Customer Signature

Luna Environmental / Ryan Seidensticker

Maintenance Provider Name

Ryan Seidensticker

License # MP0001708

Maintenance Provider Signature

Additional Comments / Special Terms



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

Rivermont Property Owners Association

Residential



Initial Contract



Site Address

4818 Spring Branch Rd, Spring Branch, TX 78070

Agency

Comal County

Email

rpoa@gvtc.com

Phone

(830) 885-4587

Permit Number

108463

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 600 Max GPD

MAINTENANCE AGREEMENT

I. General:

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

II. Dates & Fees:

This agreement commences upon receipt by the Contractor of notice that the Local Regulatory Agency has given final approval of the installation (for a new or modified system), or on **3/7/2025** for an existing system, provided the Contractor has received payment in full of Fee(s) as agreed herein. The fees for this agreement are **\$325.00** and shall be prepaid per the payment terms outlined herein.

III. Renewal Terms:

The term of this Agreement is **1 year(s)** but in no case shall the Fee to the Contractor be for less than **one (1) year**. This Agreement is non-expiring and automatically renews without need for signing of any additional document(s) – provided Client continues to timely pay the Fee(s) when due. Agreements paid monthly are paid using Contractor's system for automatic debit or automatic draft. Agreements that are prepaid will be invoiced by Contractor before the due date and must be timely paid by Client. If not timely paid before the due date, the Contractor has the right to terminate this Agreement.

IV. Services by Contractor:

- Inspect and perform routine maintenance on the part with "On-Site Sewage Facility ("OSSF or "the system") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
- Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
- Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
- Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Replacement, Replenishment, and

Repairs are additional services not covered by the Fee. Regarding all such work, Contractor shall abide by Client's election in Section V of this agreement.

5. Report to the appropriate regulatory agency 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 agency within 14 days.
6. Visit site within 48 hours of a service request.
7. Provide Customer Support line at (855) 560-9909

V. Client Responsibilities:

1. Maintain a current License to Operate and abide by the conditions and limitations of that license and all requirements for OSSF from the State and Local Regulatory Agency as well as manufacturer's recommendations.
2. Maintain disinfection unit and at all times provide proper and adequate chlorine supply or operating disinfection component, if OSSF is equipped with same.
3. Provide all necessary site, yard, or lawn maintenance and removal of obstacles, including dogs and other animals, as needed to allow the system and its components to function properly and to allow Contractor safe and easy access to all parts of the system and its components.
4. Maintain site drainage to prevent adverse effects on OSSF.
5. Provide for pumping of tanks, when and as suggested by Contractor, at Client's own expense. Typically, every 3 years.
6. Do not exceed the system's physical, hydraulic, or biological limitations
7. Notify Contractor within 24 hours of the occurrence of any and all alarms or problems with any component or with the system.
8. Be available by text, phone, or in person when the Contractor is on-site in case of required repair approvals or questions.
9. Promptly pay Contractor's bills, fees, and invoices in full.
10. Elect one of the following: Authorized

Yes, I authorize. If during the Contractor's time of the maintenance check any component of the system is found to need replacement, replenishment, or repair, then Client authorizes Contractor to perform the service per the above and bill or charge the Client for such additional services without further approval by Client so long as the service is \$150 or less and the Contractor has the necessary materials to perform the replacement, replenishment, or repair.

No, I do not authorize. If, during the Contractor's maintenance check, any component of the system is found to be in need of replacement, replenishment, or repair, Contractor will notify Client of repairs needed and, where feasible, provide an estimate of costs. No replacement, replenishment, or repairs will be performed without express approval of Client. Additional Service fees will apply for return visits to perform repairs.

VI. Authority

In signing this Agreement, the Client: (1) hereby affirms ownership to the Property as well as the OSSF that is the subject of this Agreement. (2) represents that he/she has authority to permit Contractor's entry upon property to monitor, service, or repair and agrees to hold Contractor and its agents harmless for entry upon such real property for these purposes, and (3) represents to have the authority to bind all owners of the property to the terms of this agreement, or to accept personal responsibility for these terms.

VII. Access By Contractor

Contractor is hereby granted access to the system and all related components for the purposes of performing the Services or Additional Services. Unless other arrangements have been made in advance in writing, Contractor's personnel may enter the property at reasonable times without any form of notice for the purpose of performing the Services or Additional Services. Contractor will require free, unrestricted access to the system and related components for the purpose of performing all work. If upon arrival at the site, Contractor determines that access is prevented, blocked, or restricted, Contractor is not required to perform any of the steps, and will be credited with completion of that maintenance check. Additional maintenance checks to complete the Services shall be billed to Client as an Additional Service.

VIII. Payment Terms:

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client’s OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client. Under no condition shall prepayment of Fee, or the sum of monthly payments of Fee, be for less than **a one-year** term. After **1 year(s)**, prepaid agreements (other than monthly) may be prorated using monthly increments, less other charges as discussed elsewhere in this Agreement.

IX. Application or Transfer of Payment:

The Fee paid for this Agreement may transfer to the subsequent owner(s), however, this Agreement will not transfer. Client will advise subsequent owner(s) of the regulatory requirement for a replacement Agreement. Regulations require that replacement Agreements 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, returned check charges, and charges for repairs or services not paid within 10 days of invoicing. Unpaid balances on Client’s account may lead to the extension of the monthly drafting or debiting program, if applicable, to complete payment of Client’s account balance(s).

X. Termination of Agreement:

After a minimum of **1 year(s)**, in order to provide sufficient time to comply with the regulatory requirement for notices from the Contractor to the Local Regulatory Agency, this Agreement may be terminated for any reason by either party with a minimum 30 day written notice, without fault of the terminating party. Contractor shall be due a Fee equal to at least the first year and may also deduct for any other work performed by Contractor but not yet paid by Client, whether invoiced prior to termination or not. Contractor will notify the appropriate Local Regulatory Agency of this termination.

XI. Limitation of Liability:

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

XII. Severability:

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

Rivermont Property Owners Association

Luna Environmental / Logan Leppo

Signed by: Customer Name

Maintenance Provider Name

Rivermont Property Owners Association

LOGAN LEPPU
License # MP0002494

DA40D21AD8A240D...

Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms