



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **09/25/2019** Permit Number: **109228**

Location Description: **310 BUCKEYE TRL
SPRING BRANCH, TX 78070**

Subdivision: **Cypress Springs on the Guadalupe**
Unit: **2**
Lot: **132**
Block:
Acreage:

Type of System: **Aerobic
Surface Irrigation**

Issued to: **Marisa Ann Cheatum & Cameron Scott Cheatum**

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.**

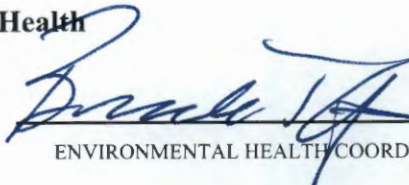
Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

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


OS0034792
ENVIRONMENTAL HEALTH INSPECTOR


OS0007722
ENVIRONMENTAL HEALTH COORDINATOR

Final

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swoyer OSSF Installer #: _____
 1st Inspection Date: 7/22/19 2nd Inspection Date: _____ 3rd Inspection Date: 09-25-19
 Inspector Name: Mike T. Inspector Name: _____ Inspector Name: B. Oliver
 Permit #: 109228 Address: Cypress Spring on Guadalupe / 310 Buckeye

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)		7/22/19		9-25-19
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(iii) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

TAD

MT-7/22/19
 Tank set, leveled
 operational ✓
 Ready for Cover

09-25-19 bls
 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	✓		800	7/22/19		Q-2819
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		maxxair	1		1
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

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OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully. EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" 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)		7/22/19		9-25-19
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						
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OSSF Inspection Sheet**

Final

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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: Swoyer OSSF Installer #: _____

1st Inspection Date: 7/22/19 2nd Inspection Date: _____ 3rd Inspection Date: _____

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

Permit#: 109228 Address: Cypress Spring on Guadalupe / 310 Buckeye Trail

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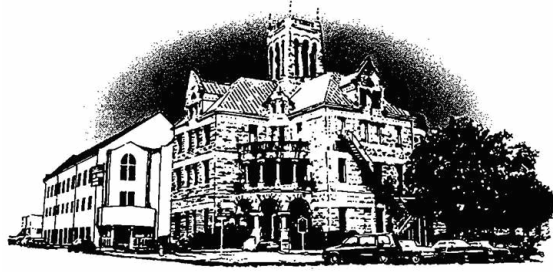
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36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
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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: 109228
Issued This Date: 06/07/2019
This permit is hereby given to: Marisa Ann Cheatum & Cameron Scott Cheatum

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

310 BUCKEYE TRL
SPRING BRANCH, TX 78070

Subdivision: Cypress Springs on the Guadalupe
Unit: 2
Lot: 132
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

***** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH *****
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date _____

Permit # 109728

Owner Name <u>Marisa Ann Cheatum & Cameron Scott Cheatum</u>	Agent Name <u>GREG W. JOHNSON, P.E.</u>
Mailing Address <u>c/o 23011 FM 306</u>	Agent Address <u>170 Hollow Oak</u>
City, State, Zip <u>Canyon Lake, TX 78133</u>	City, State, Zip <u>New Braunfels, TX 78132</u>
Phone # <u>830-935-4936</u>	Phone # <u>830-905-2778</u>
Email <u>paul@paulswoyerseptics.com</u>	Email <u>gregjohnsonpe@yahoo.com</u>

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

Subdivision Name Cypress Springs on the Guadalupe Unit 2 Lot 132 Block _____

Acreage/Legal _____

Street Name/Address 310 Buckeye Trail City Spring Branch Zip 78070

Type of Development:

Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 3000

Commercial or Institutional Facility

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

Type of Facility _____

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

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

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

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: \$ 556,827 (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 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.

X Marisa Ann Cheatum
 Signature of Owner

5-14-2019
 Date

RECEIVED
 JUN 03 2019
 COUNTY ENGINEER

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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) MAXX AIR M800 Absorption/Application Area (Sq Ft) 6433

Gallons Per Day (As Per TCEQ Table III) 300

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

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

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

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

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

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

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

RECEIVED JUN 03 2019 COUNTY ENGINEER

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

Handwritten signature of Greg W. Johnson

Signature of Designer

Date May 3, 2019

Yes

AFFIDAVIT



201906018588 05/31/2019 11:43:14 AM 1/1

**THE COUNTY OF COMAL
STATE OF TEXAS**

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

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

II

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

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2 **UNIT/** PHASE/SECTION _____ BLOCK 132 LOT Cypress Springs on the Guadalupe SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): Marisa Ann Cheatum & Cameron Scott Cheatum

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 14th DAY OF May, 2019

Marisa Ann Cheatum
Coch

Marisa Ann Cheatum

Cameron Scott Cheatum

Owner(s) signature(s)

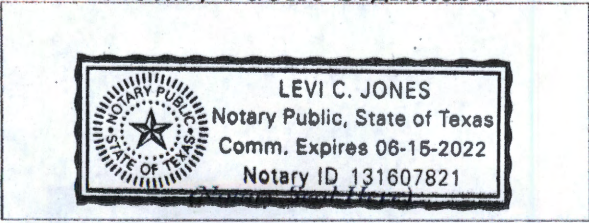
Owner (s) Printed name (s)

Marisa & Cameron Cheatum

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 14th DAY OF

May, 2019
Levi Jones

Notary Public Signature



THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/31/2019 11:43:14 AM
TERRI 1 Page(s)
201906018588



Bobbie Koepf



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

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

Cypress Springs on the Guadalupe, Unit 2, Lot 132

Customer: Marisa Ann Cheatum & Cameron Scott Cheatum

Site Address: 310 Buckeye Trail

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

County: COMAL **Permit#:** _____

Phone Number: _____

E-mail: _____

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between Marisa Ann Cheatum & Cameron Scott Cheatum (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: OC MAU

Contractor: PS

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

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

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

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

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

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

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

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

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

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

Client: Cec MATU

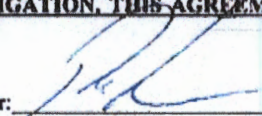
Contractor: KS

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

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

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

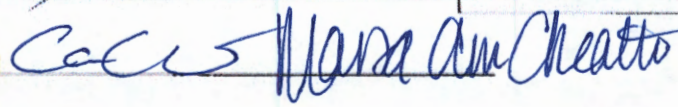
Approved by Contractor:



MP#0001708

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.

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Client:



Contractor:



**ON-SITE SEWERAGE FACILITY
SOIL EVALUATION REPORT INFORMATION**

Date Soil Survey Performed: May 02, 2019

Site Location: CYPRESS SPRINGS on the GUADALUPE, UNIT 2, LOT 132

Proposed Excavation Depth: N/A

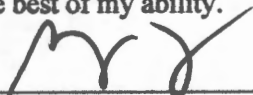
Requirements:

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

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 10"	BROWN RECEIVED JUN 03 2019 COUNTY ENGINEER
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

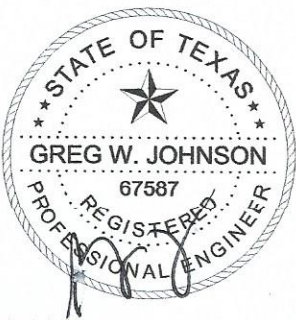
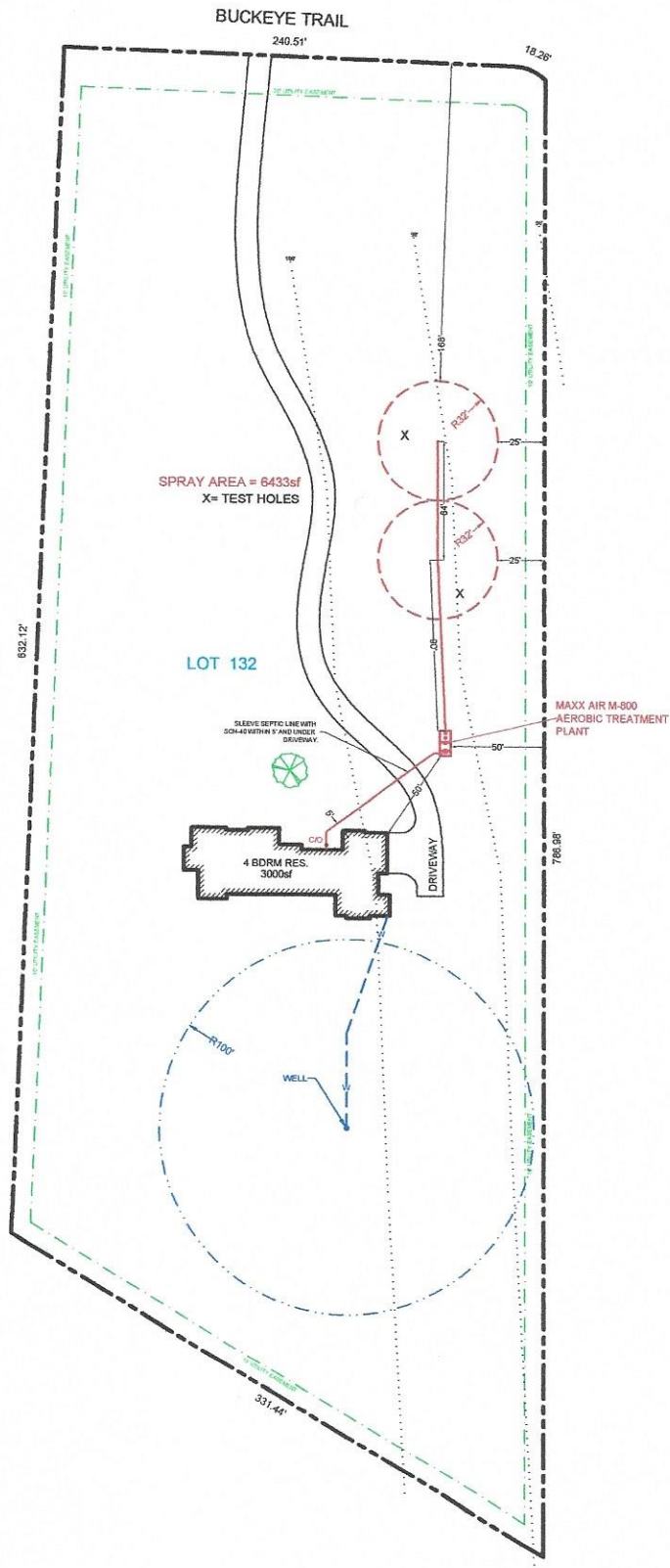
05/02/19

Date

REVISED

7:53 am, Sep 24, 2019

#109228



OWNER: MARISA ANN & CAMERON SCOTT CHEATUM		DRAWN BY: EJS III	
STREET ADDRESS: 310 BUCKEYE TRAIL			
LEGAL DESC: CYPRESS SPRINGS on the GUADALUPE	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 132
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=80'	DATE: 5/3/2019	REVISED: 9/23/2019



REVISED
7:53 am, Sep 24, 2019

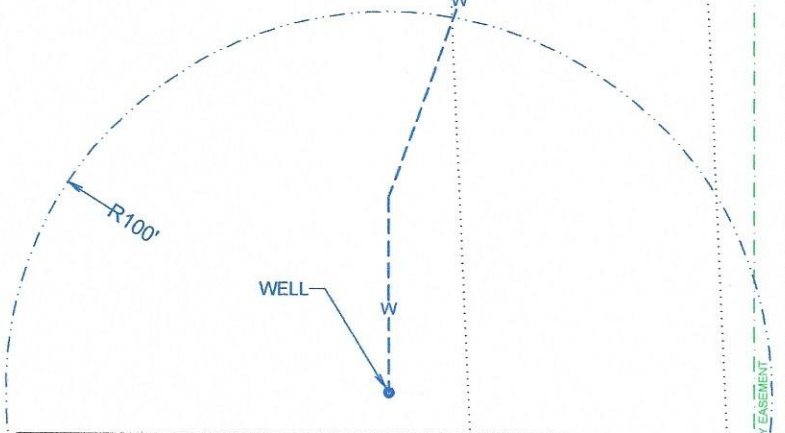
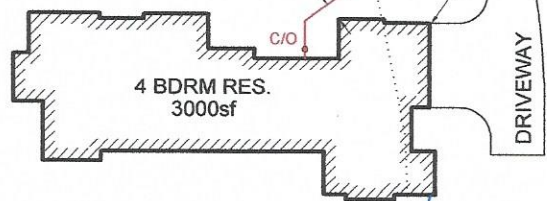
632.12'

SPRAY AREA = 6433sf
X= TEST HOLES

LOT 132

SLEEVE SEPTIC LINE WITH SCH-40 WITHIN 5' AND UNDER DRIVEWAY.

MAXX AIR M-800 AEROBIC TREATMENT PLANT



OWNER: MARISA ANN & CAMERON SCOTT CHEATUM		DRAWN BY: EJS III	
STREET ADDRESS: 310 BUCKEYE TRAIL			
LEGAL DESC: CYPRESS SPRINGS on the GUADALUPE	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 132
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 5/3/2019	REVISED: 9/23/2019



TANK NOTES:

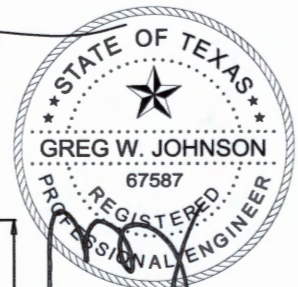
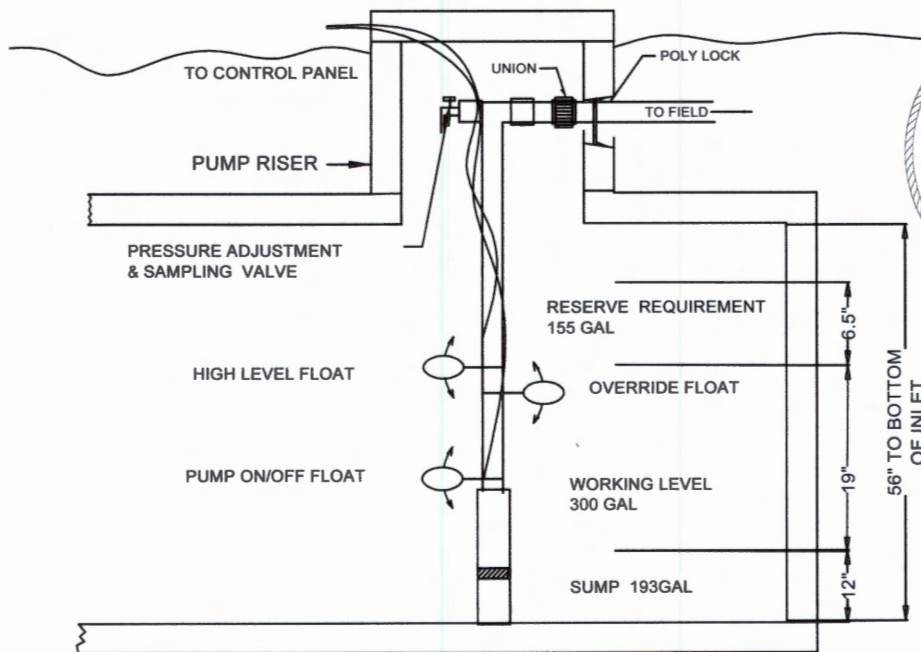
Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

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

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

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



F-2585

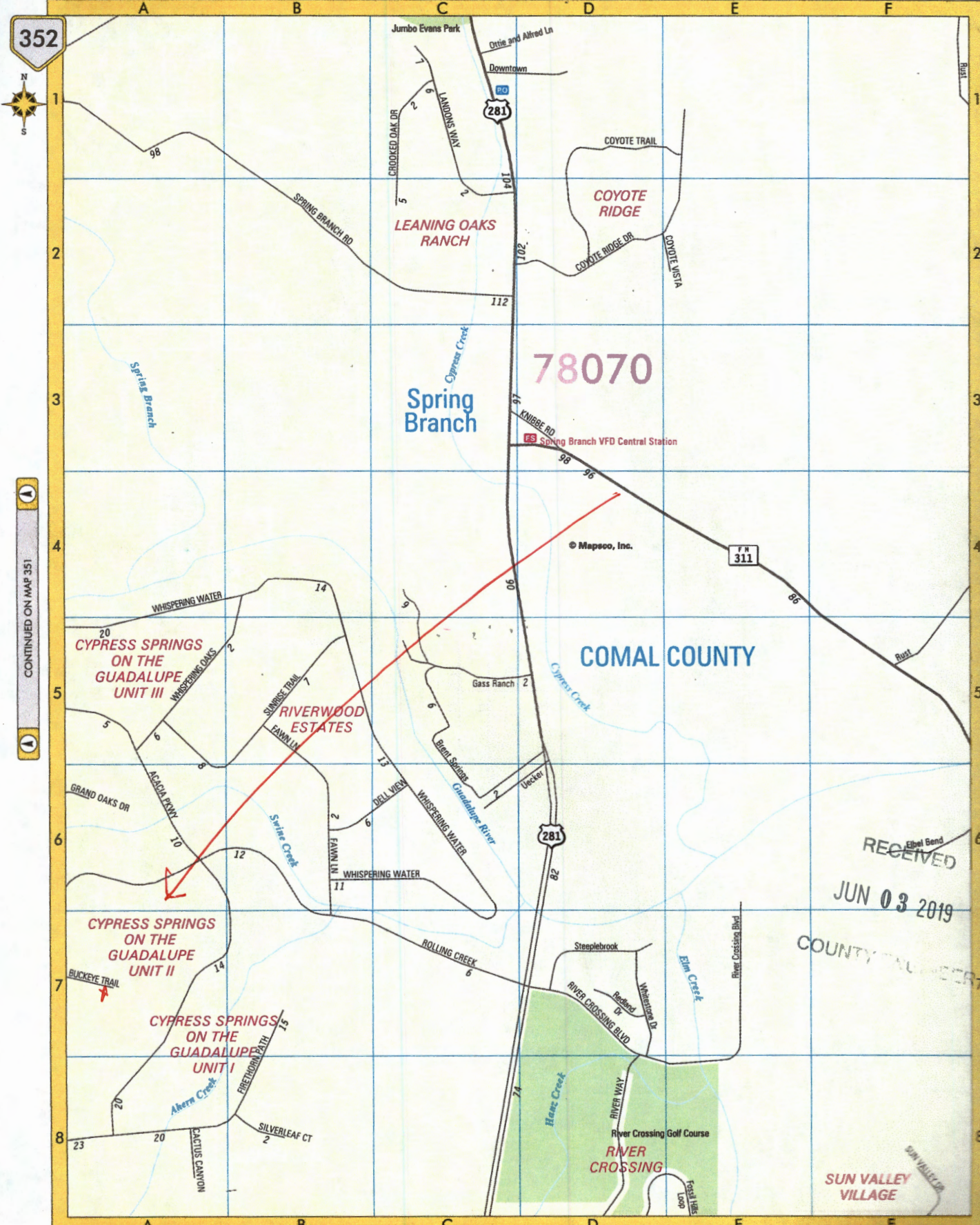
05/03/19

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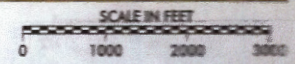
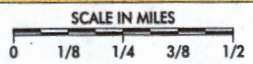
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COUNTY ENGINEER

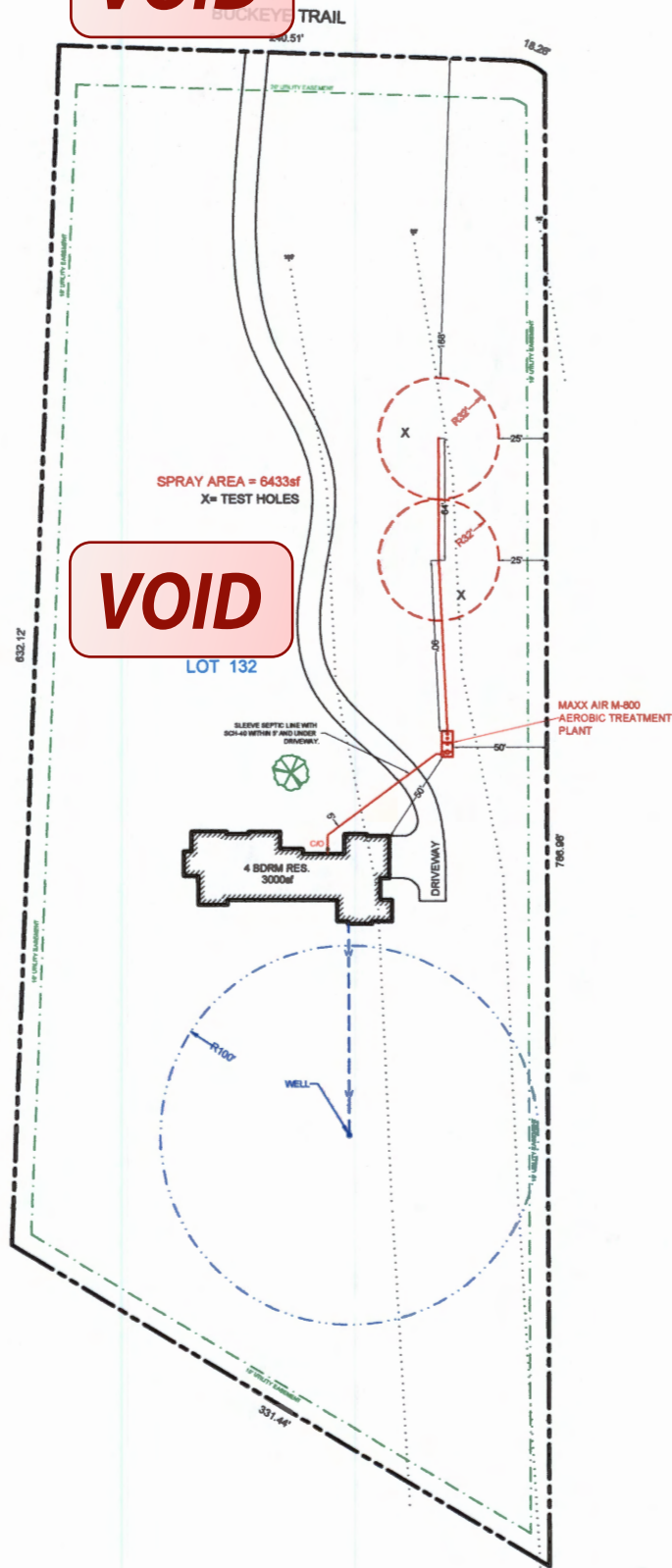
TYPICAL PUMP TANK CONFIGURATION
MAXX AIR-M800 PUMP TANK



CONTINUED ON MAP 351



VOID



VOID

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OWNER: MARISA ANN & CAMERON SCOTT CHEATUM		DRAWN BY: EJS III	
STREET ADDRESS: 310 BUCKEYE TRAIL			
LEGAL DESC: CYPRESS SPRINGS ON THE GUADALUPE	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 132
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=80'	DATE: 5/3/2019	REVISED:

VOID

VOID

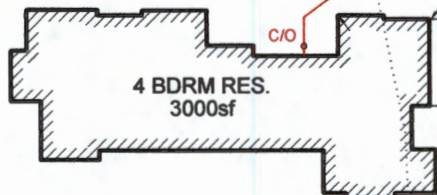
SPRAY AREA = 6433sf
X= TEST HOLES

VOID

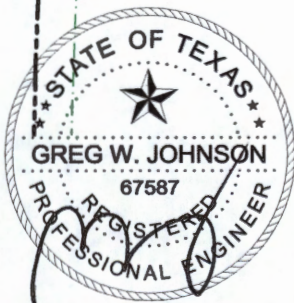
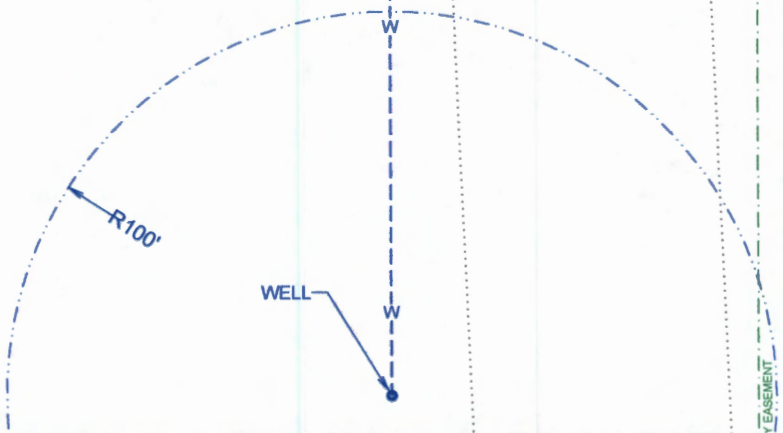
LOT 132

MAXX AIR M-800
AEROBIC TREATMENT
PLANT

SLEEVE SEPTIC LINE WITH
SCH-40 WITHIN 5' AND UNDER
DRIVEWAY.



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OWNER: MARISA ANN & CAMERON SCOTT CHEATUM		DRAWN BY: EJS III	
STREET ADDRESS: 310 BUCKEYE TRAIL			
LEGAL DESC: CYPRESS SPRINGS	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 132
PREPARED BY: GREG W. JOHNSON, P.E. #002585	SCALE: 1"=50'	DATE: 5/3/2019	REVISED:

VOID

2/08



201906001687 01/16/2019 08:31:47 AM 1/2

Special Warranty Gift Deed

Date: January 15, 2019

Grantor: ESPERANZA S. CREECH

Grantor's Mailing Address:

ESPERANZA S. CREECH
272 Buckeye Trail
Spring Branch, Texas 78070

Grantee: MARISA ANN CHEATUM and CAMERON SCOTT CHEATUM, a married couple

Grantee's Mailing Address:

MARISA ANN CHEATUM and CAMERON SCOTT CHEATUM
454 Faircrest Drive
Windcrest, Texas 78239

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

Lot 132, of CYPRESS SPRINGS ON THE GUADALUPE, UNIT 2, situated in Comal County, Texas according to the map or plat thereof recorded in Volume 10, Pages 393-397, Map and Plat Records of Comal County, Texas.

Reservations from Conveyance:

None

Exceptions to Conveyance and Warranty:

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the

Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

Esperanza S. Creech
ESPERANZA S. CREECH

STATE OF TEXAS)

COUNTY OF COMAL)

This instrument was acknowledged before me on January 15th, 2019, by
ESPERANZA S. CREECH.



Meagan A. Perry
Notary Public, State of Texas
My commission expires: 12-08-2019

PREPARED IN THE OFFICE OF:

Law Office of James P. Peterson
14400 Northbrook, Suite 130
San Antonio, Texas 78232
Tel: (210) 349-5555
Fax: (210) 490-6808

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
01/16/2019 08:31:47 AM
LAURA 2 Page(s)
201906001687



Bobbie Koepf

AFTER RECORDING RETURN TO:

Law Office of James P. Peterson
14400 Northbrook, Suite 130
San Antonio, Texas 78232
Tel: (210) 349-5555
Fax: (210) 490-6808

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

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

Permit #: 109228

To: Paul Swoyer Septics, LLC
310 Buckeye Trail
Spring Branch, TX 78070

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

Contract: 9/25/2019 - 9/25/2022
 Inspections per year: 3
 Service Due: 1/25/2020
 Alt Phone:
 Warranty Ending:

Site: 310 Buckeye Tra4, Spring Branch

Agency: Comal County
 County:

Subdivision: Cypress Springs on the Guadalu

Installed:
 Phone:
 Cell:
 Work:

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

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

1-2
 2-0
 3-0

Test Results and observations: (As Required)
 Fecal Coliform: _____
 Chlorine Residual: _____
 Test Method: GRAB
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments: SCAM = 0

Inspector: _____ Date: _____

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

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

Permit #: 109228

To: Home Owner
 310 Buckeye Trail
 Spring Branch, TX 78070

Tech: Not Assigned *N 2*
 Brand/Mfg.: -
 System S/N:
 Aerator and S/N:

Site: 310 Buckeye Trail, Spring Branch
 Agency: Comal County
 County:
 Subdivision: Cypress Springs on the Guadalu

Installed:
 Phone:
 Cell:
 Work:

Contract: 9/25/2019 - 9/25/2022
 Inspections per year: 3
 Service Due: 5/25/2020
 Alt Phone:
 Warranty Ending

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

Item	Operational	Inoperative	N/A	
Aerator:	<u> / </u>	<u> </u>	<u> / </u>	<i>1 = 23</i>
Irrigation pump:	<u> / </u>	<u> </u>	<u> </u>	
Air compressor:	<u> / </u>	<u> </u>	<u> </u>	
Disinfection device:	<u> / </u>	<u> </u>	<u> </u>	<i>2 = 30</i>
Chlorine supply:	<u> / </u>	<u> </u>	<u> </u>	
Spray field vegetation:	<u> / </u>	<u> </u>	<u> </u>	
Sprinkler / Drip backwash:	<u> / </u>	<u> </u>	<u> </u>	
Photocell Test:	<u> </u>	<u> </u>	<u> / </u>	<i>3 = 2</i>
Autodialer:	<u> </u>	<u> </u>	<u> / </u>	
Water Meter Reading: _____ CFM: _____ PSI: _____				

Test Results and observations: (As Required)

Fecal Coliform: _____
 Chlorine Residual: 0.11
 Test Method: _____
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments:

Scum = 2

Inspector: *[Signature]*

Date _____

Area: / 0
 GPS: 29.8506 -98.4328 ID = 1264

Printed 5/26/2020

310 Buckeye Trail, Spring Branch

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

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

To: Home Owner
310 Buckeye Trail
Spring Branch, TX 78070

Printed: 9/28/2020
Site: 310 Buckeye Trail
Spring Branch, TX 78070

Permit #: 109228
Agency: Comal County
County:
Mfg / Brand: -

Sub: Cypress Springs on the Guadalupe

Customer ID: 1264
Contract Dates: 9/25/2019 - 9/25/2022
Scheduled Date: 9/25/2020 Inspection 3 of 9

GPS Coordinates - Latitude: 29.8506 Longitude: -98.4328

Service Type: Scheduled Inspection

Visit Date: 9/26/2020

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .01

Sludge Levels

For Tank 1: 20

For Tank 2: 15

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

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

Service Completed

Insp ID #5981

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

License Info: MP0001708 Expires:

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

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
310 Buckeye Trail
Spring Branch, TX 78070

Printed: 1/13/2021
Site: 310 Buckeye Trail
Spring Branch, TX 78070

Permit #: 109228
Agency: Comal County
County:
Mfg / Brand: -

Customer ID: 1264
Contract Dates: 9/25/2019 - 9/25/2022
Scheduled Date: 1/25/2021
Inspection 4 of 9
Sub: Cypress Springs on the Guadalu

GPS Coordinates - Latitude: 29.850188 Longitude: -98.432573

Service Type: Scheduled Inspection

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

Visit Date: 1/12/2021

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: 0.01

Sludge Levels
For Tank 1: 16
For Tank 2: 29
For Tank 3: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments

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

Service Completed

Owner signature: _____

Insp ID #: 7510

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
310 Buckeye Trail
Spring Branch, TX 78070

Printed: 5/17/2021
Site: 310 Buckeye Trail
Spring Branch, TX 78070

Permit #: _____ Customer ID: 1264
Agency: Comal County Contract Dates: 9/25/2019 - 9/25/2022
County: _____ Sub: Cypress Springs on the Guadalu Scheduled Date 5/25/2021 Inspection 5 of 9
Mfg / Brand: -

GPS Coordinates - Latitude: 29.850188 Longitude: -98.432573

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 5/14/2021

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 7

Irrigation Pumps: Operational

For Tank 2: 1

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

Service Completed

Owner signature: _____

Insp ID #: 9676

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
310 Buckeye Trail
Spring Branch, TX 78070

Printed: 9/2/2021
Site: 310 Buckeye Trail
Spring Branch, TX 78070

Permit #: _____ Customer ID: 1264
Agency: Comal County Contract Dates: 9/25/2019 - 9/25/2022
County: _____ Sub: Cypress Springs on the Guadalu Scheduled Date 9/25/2021 Inspection 6 of 9
Mfg / Brand: -

GPS Coordinates - Latitude: 29.850188 Longitude: -98.432573

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"
Entered By: Danielle Jordan

Visit Date: 9/1/2021

Method: Grab

Technician: Robert Podvin

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .001

Sludge Levels

For Tank 1: 10

For Tank 2: 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

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

Service Completed

Insp ID #: 11631

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

License Info: MP0001708 Expires:

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

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

To: Home Owner
310 Buckeye Trail
Spring Branch, TX 78070

Printed:1/10/2022
Site: 310 Buckeye Trail
Spring Branch, TX 78070

Permit #: 109228	Customer ID: 1264
Agency: Comal County	Contract Dates: 9/25/2019 - 9/25/2022
County:	Scheduled Date: 1/25/2022
Mfg / Brand: -	Sub: Cypress Springs on the Guadalupe
	Inspection 7 of 9

GPS Coordinates - Latitude: 29.850188 Longitude: -98.432573

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 1/7/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Landon Gronvold

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 20

Irrigation Pumps: Operational

For Tank 2: 24

Disinfection Device: Operational

For Tank 3: 1

Chlorine Supply: Operational

Chlorine Residual: .4

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

Scum = 10" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:14324

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

License Info: MP0001708 Expires:

License Info: MT0001995 Expires: 10/31/2023

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

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

To: Home Owner
310 Buckeye Trail
Spring Branch, TX 78070

Printed:5/20/2022
Site: 310 Buckeye Trail
Spring Branch, TX 78070

Permit #:		Customer ID: 1264
Agency: Comal County		Contract Dates: 9/25/2019 - 9/25/2022
County:	Sub: Cypress Springs on the Guadalu	Scheduled Date: 5/25/2022
Mfg / Brand: -		Inspection 8 of 9

GPS Coordinates - Latitude: 29.850188 Longitude: -98.432573

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 5/19/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Nick Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 14

Irrigation Pumps: Operational

For Tank 2: 13

Disinfection Device: Operational

For Tank 3: 2

Chlorine Supply: Operational

Chlorine Residual: .01

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

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

Insp ID #:17943

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

License Info: MP0001708 Expires:

License Info: MT0002016 Expires: 12/31/2023



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

Customer: Cameron Cheatum
Site Address: 310 Buckeye Trail
City/State: Spring Branch, TX **Zip:** 78070
County: Comal **Permit#:** 109228
Phone Number: 210-744-8425
E-mail: cscheatum@gmail.com

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

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

Date of License to Operate: 09/25/2022 Last Date of Service: 09/25/2024

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

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

IV. Payment(s): Client shall pay to Contractor 0.00, for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client:

Contractor:

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

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

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

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

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

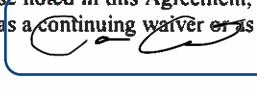
IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.


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

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

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

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

Client: 

Contractor: 

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

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

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

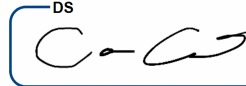

Approved by Contractor:  DocuSigned by: **MP#0001708**
CHRISTOPHER RYAN SEIDENSTICKER
Approved by Client:  013CDBA00EA2474...

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:  DS
Contractor: 

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

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

Printed: 10/5/2022 Insp ID #: 21453

Permit #: **109228**

To: Cameron Cheatum
310 Buckeye Trail
Spring Branch, TX 78070

Main Phone: (210) 744-8425
Work:
Cell Phone:
Alt Cell:

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

Sub: Cypress Springs on the Guadalu

Customer ID: 1264
Contract Dates: 9/25/2022 - 9/25/2024

Scheduled Date: 9/25/2022 Inspection 1 of 6
Installed: 9/25/2019
Warranty End: 9/25/2022
GPS Coordinates: Latitude: 29.850188 Longitude: -98.432573

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/5/2022

Entered By: Nicole Loria

Method: Grab

Copy emailed to Customer

Customer Emailed: 10/5/2022

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 14

Irrigation Pumps: Operational

For Tank 2: N/A

Disinfection Device: Operational

For Tank 3: 16

Chlorine Supply: Operational

For Tank 4: 2

Chlorine Residual: .13

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 2-cut pump and moved away from bleach - Reconnected floats/replaced straps - 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 10/5/2022.

Site: 310 Buckeye Trail, 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:7/31/2023

Permit: 109228

Site: 310 Buckeye Trail, Spring Branch, TX 78070

Main Phone: 2107448425

Cameron Cheatum

310 Buckeye Trail

Spring Branch, TX 78070

Agency: Comal County

Subdivision: Cypress Springs on the Guadalu

System Info: MFG: <u> </u> Brand: <u>MAXX AIR</u>	Customer ID: <u>2663</u>	
Treatment Type: <u>Aerobic</u>	Disposal Type: <u>Surface Application</u>	Insp ID: <u>30650</u>
Installed: <u>9/25/2019</u>	Warranty Expiration: <u>9/25/2022</u>	

Visit Details

Visit Date: <u>7/28/2023</u>	Entered By: Nicole Loria	GPS Lat: 29.850188 GPS Long: -98.432573
Scheduled Date: <u>5/25/2023</u>	Contract Starts: <u>9/25/2022</u>	Customer Emailed: <u>7/31/2023</u>
Entered On: <u>7/31/2023</u>	Contract Ends: <u>9/25/2024</u>	

Visit Results

Service Type: **Scheduled Inspection**

Count: Inspection 3 of 6

Method: Grab

License #

Expires

Technician: Not Assigned

Provider: Luna Environmental, LLC

Service Completed

Aerators: <u>Operational</u>	Sludge Level Tank 1: <u>10</u>
Filters: <u>Operational</u>	Sludge Level Tank 2: <u>N/A</u>
Irrigation Pumps: <u>Operational</u>	Sludge Level Tank 3: <u>12</u>
Disinfection Device: <u>Operational</u>	
Chlorine Supply: <u>Operational</u>	
Chlorine Residual: <u>.2</u>	

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

Alarm: Operational

PSI Pressure: 2.3

Comments

- Scum on pretreatment 7 - Reset Timer - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 7/31/2023.

Luna Environmental

4222 FM 482

New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:10/23/2023

Permit: 109228

Site: 310 Buckeye Trail, Spring Branch, TX 78070

Main Phone: 2107448425

Cameron Cheatum

310 Buckeye Trail

Spring Branch, TX 78070

Agency: Comal County

County: Comal

Subdivision: Cypress Springs on the Guadalu

System Info: MFG: <u> </u> Brand: <u>MAXX AIR</u>	Customer ID: <u>2663</u>	
Treatment Type: <u>Aerobic</u>	Disposal Type: <u>Surface Application</u>	Insp ID: <u>34658</u>
Installed: <u>9/25/2019</u>	Warranty Expiration: <u>9/25/2022</u>	

Visit Details <----->

Visit Date: <u>10/19/2023</u>	Entered By: <u>Nicole Loria</u>	GPS Lat: <u>29.850188</u> GPS Long: <u>-98.432573</u>
Scheduled Date: <u>9/25/2023</u>	Contract Starts: <u>9/25/2022</u>	Customer Emailed: <u>10/23/2023</u>
Entered On: <u>10/23/2023</u>	Contract Ends: <u>9/25/2024</u>	

Visit Results

Service Type: Scheduled Inspection

Count: Inspection 4 of 6

Method: <u>Grab</u>	License #	Expires
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Technician: Logan Leppo

Provider: Luna Environmental, LLC Service Completed

Aerators: <u>Operational</u>	Sludge Level Tank 1: <u>8</u>
Filters: <u>Operational</u>	Sludge Level Tank 2: <u>N/A</u>
Irrigation Pumps: <u>Operational</u>	Sludge Level Tank 3: <u>26</u>
Disinfection Device: <u>Operational</u>	Sludge Level Tank 4: <u>1</u>
Chlorine Supply: <u>Operational</u>	
Chlorine Residual: <u>.1</u>	

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

Alarm: <u>Operational</u>	PSI Pressure: <u>2.0</u>
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Comments

- Scum on pretreatment 5 - Pumping recommended-please call our office to schedule 830-312-8776-warned H/O of hydro over load and harsh cleaning chemicals - 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.

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

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

Printed: 2/7/2023

Insp ID #: 25349

Permit #: **109228**

To: Cameron Cheatum
310 Buckeye Trail
Spring Branch, TX 78070

Main Phone: (210) 744-8425

Work:

Cell Phone:

Alt Cell:

Customer ID: 1264

Contract Dates: 9/25/2022 - 9/25/2024

Scheduled Date: 1/25/2023

Inspection 2 of 6

Installed: 9/25/2019

Warranty End: 9/25/2022

Agency: Comal County

County:

Sub: Cypress Springs on the Guadalu

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.850188 Longitude: -98.432573

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Nicole Loria

Visit Date: 2/6/2023

Copy emailed to Customer

Customer Emailed: 2/7/2023

Method: Grab

Technician: Fabian Young

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .01

Sludge Levels

For Tank 1: 14

For Tank 2: N/A

For Tank 3: 24

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 2 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 2/7/2023.

Site: 310 Buckeye Trail, Spring Branch, TX 78070

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires: