



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 10/02/2019 Permit Number: 109559

Location Description: 910 YORK CREEK RD
NEW BRAUNFELS, TX 78130

Subdivision: A.M. Esnaurizar Survey No. 1, Abstract 1

Unit:

Lot:

Block:

Acreage: 13.7600

Type of System: Aerobic
Surface Irrigation

Issued to: Don Buttrum

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

Issued This Date: 10/02/2019

Permit Number: 109559

Location Description: 846 YORK CREEK RD
NEW BRAUNFELS, TX 78130

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Licensing Authority
Comal County Environmental Health


ENVIRONMENTAL HEALTH INSPECTOR

OS0032485


ENVIRONMENTAL HEALTH COORDINATOR

OS 0025599

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: 050026238
 1st Inspection Date: 9/16/19 2nd Inspection Date: 09-30-19 3rd Inspection Date: 10-2-19 final
 Inspector Name: Mike T. Inspector Name: B. Olivera Inspector Name: Gunnor
 Permit #: 109559 Address: 910 York Creek 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)(v) 285.30(b)(1)(A)(vi) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		9/16/19		
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)(iii)(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-9/16/19

Tank set, leveled
operational ✓
Need to Change Pipe
to Schl. 80 2"

09-30-19 BMO

Changed
operational ✓
Ready for cover

10-2-19 JL
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	✓		500 gal Dual	9/16/19		
14	AEROBIC TREATMENT UNIT Size Installed						
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(*) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(b)(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**

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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 1/2 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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OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti-Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump	✓ ✓			9/16/19		
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions	✓					
38	PUMP TANK Secondary restraint system provided	✓					
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓					

**Comal County Environmental Health
OSSF Inspection Sheet**

final

No.	Description	Amesat	Citations	Notes	1st insp.	2nd insp.	3rd insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(III)(II)285.33(d)(2)(G)(III)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(III) 285.33(d)(2)(G)(IV) 285.33(d)(2)(G)(I) 285.33(d)(2)(G)(II) 285.33(d)(2)(G)(III)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure Is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(I) 285.33(d)(2)(A) 285.33(d)(2)(F)				✓
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swoyer OSSF Installer #: OS0026238
 1st Inspection Date: 9/16/19 2nd Inspection Date: 09-30-19 3rd Inspection Date: _____
 Inspector Name: Mike T. Inspector Name: B. Olivera Inspector Name: _____
 Permit #: 109559 Address: 910 York Creek 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)		9/16/19		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(iii) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

MT- 9/16/19

Tank set, leveled
operational ✓
need to change pipe
to sch. 80 2"

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changed
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9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	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)				
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14	AEROBIC TREATMENT UNIT Size Installed						
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
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33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
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OSSF Inspection Sheet**

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Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: OS0026238

1st Inspection Date: 9/16/19 2nd Inspection Date: _____ 3rd Inspection Date: _____

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

Permit#: 109559 Address: 910 York Creek Rd.

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**Comal County Environmental Health
OSSF Inspection Sheet**

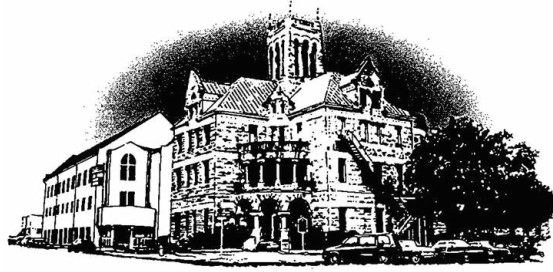
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26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump	✓ ✓			9/16/19		
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions	✓					
38	PUMP TANK Secondary restraint system provided	✓					
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓					

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Incp.	2nd Incp.	3rd Incp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II)285.33(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



Comal County

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: 109559
Issued This Date: 08/19/2019
This permit is hereby given to: Don Buttrum

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

910 YORK CREEK RD
NEW BRAUNFELS, TX 78130

Subdivision: A.M. Esnaurizar Survey No. 1, Abstract 1

Unit:

Lot:

Block:

Acreage: 13.7600

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.

Permit Number: 109559
Issued This Date: 08/19/2019
This permit is hereby given to: Don Buttrum

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

846 YORK CREEK RD
NEW BRAUNFELS, TX 78130

Subdivision: A.M. Esnaurizar Survey No. 1, Abstract 1
Unit:
Lot:
Block:
Acreage: 13.7600

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 August 6, 2019

Permit # 109559

Owner Name DONALD BUTTRUM, aka DON BUTTRUM Agent Name GREG W. JOHNSON, P.E.
Mailing Address 25100 IH 35 NORTH Agent Address 170 HOLLOW OAK
City, State, Zip NEW BRAUNFELS TEXAS 78132 City, State, Zip NEW BRAUNFELS, TX 78132
Phone# 830-624-7030 Phone # (830) 905-2778
Email accounting@bchtexas.com Email gregjohnsonpe@yahoo.com

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

Subdivision Name Unit/Phase/Section Lot Block
Acreage/Legal A.M. ESNAURIZAR SURVEY NO. 1,A-1, BEING 13.760 AC
Street Name/Address 910+ 846 YORK CREEK ROAD City NEW BRAUNFELS Zip 78130

Type of Development:

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[] Single Family Residential

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

Number of Bedrooms

Indicate Sq Ft of Living Area

COUNTY ENGINEER

[] Non-Single Family Residential

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

Type of Facility 2- OFFICE / WAREHOUSE

4 EMPLOYEES EXISTING

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants 10 EMPLOYEES NEW

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: \$ 125,000 (Structure Only)

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

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

Source of Water [X] Public [] Private Well

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

By signing this application, I certify that:

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

Signature of Owner [Handwritten Signature]

Date AUGUST 8, 2019

*** 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) EXISTING MAXX AIR M800 (#109026) & 750 DUAL COMP W/ PUMP Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 360 DESIGN RATE

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

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

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

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

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

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

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

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

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

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

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

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

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

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer (Handwritten Signature)

Date August 7, 2019

AFFIDAVIT



201906013511 04/22/2019 02:12:11 PM 1/1

THE COUNTY OF COMAL
STATE OF TEXAS

V.S.

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):

UNIT/PHASE/SECTION _____ BLOCK _____ LOT _____ SUBDIVISION _____ COUNTY ENGINEER _____
IF NOT IN SUBDIVISION: 13.760 out of 128.529 ACREAGE A.M. ESNAURIZAR SURVEY NO. 1, A-1 SURVEY

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The property is owned by (insert owner's full name): DONALD BUTTRUM, aka DON BUTTRUM

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.

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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 5 DAY OF April, 2019

Ray Buttrum

DONALD BUTTRUM

Owner(s) signature(s)

Owner (s) Printed name (s)

DONALD BUTTRUM

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 5 DAY OF

APRIL 2019

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Kathaleen C. Lookadoo
Notary Public Signature

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
04/22/2019 02:12:11 PM
TERRI 1 Page(s)
201906013511



(Notary Seal Here)



Bobbie Koepf



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: DONALD BUTTRUM, aka Don Buttrum

Site Address: 910 YORK CREEK ROAD

City/State: NEW BRAUNFELS, TX Zip: 78130

County: COMAL Permit#: _____

Phone Number: 830-624-7030

E-mail: accounting@bchtexas.com

PROPERTY LEGAL DESCRIPTION:

A.M. ESNAURIZAR, SURVEY #1, A-1, BEING 13.760 AC

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

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

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

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

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

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

Client: [Signature]

Contractor: [Signature]

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RECEIVED

APR 22 2019

COUNTY ENGINEER

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.

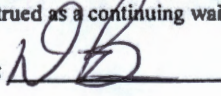
IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.

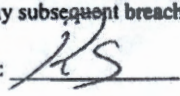
X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck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

REVISED

1:14 pm, Apr 25, 2019

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: August 06, 2019

Site Location: A.M. ESNAURIZAR SURVEY, ABSTRACT 1, BEING 13.760 AC

Proposed Excavation Depth: N/A

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AUG 12 2019

Requirements:

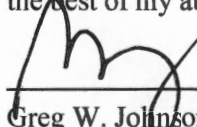
At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
Locations of soil boring or dug pits must be shown on the site drawing.
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation 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	IV	CLAY	N/A	NONE OBSERVED	NONE OBSERVED	DARK BROWN
1						
2						
3						
4						
5						

SOIL BORING NUMBER _____						
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

08/06/19
Date



FIRM #2585

AEROBIC TREATMENT PLANT
DESIGNED FOR:
DONALD BUTTRUM, aka DON BUTTRUM
25100 IH 35 NORTH
NEW BRAUNFELS, TX 78132

RECEIVED

AUG 12 2019

COUNTY ENGINEER

SITE DESCRIPTION:

Located in A.M. Esnaurizar Survey No. 1, being 13.760 at 846 & 910 York Creek Road. This septic serves and existing office/warehouse & new office/warehouse. Native grasses are located throughout this lot. (See Soil Evaluation Report). An aerobic treatment plant with spray irrigation will serve these conditions.

PROPOSED SYSTEM:

A 3 or 4 inch SCH-40 pipe discharges from the building to an existing (#109026) Maxx Air M800, 800 gpd aerobic plant containing a 431 gal. pretreatment chamber and a 854 gal. pump chamber. Additionally, flow from the new building enters a 750 gallon two compartment tank, with the second compartment bring a 375 gallon pump tank fitted with a Liberty LE40 effluent pump or equivalent. Effluent is then pumped through a two inch SCH-80 PVC pipe to join flow into the Maxx Air M800 Effluent is treated by a NSF/TCEQ approved liquid chlorinator prior to discharge to the field. The pump chamber contains a 0.5 hp (Franklin C-1 20XC1-05P4-2W115) submersible effluent pump. A bypass valve in the pump chamber will maintain manifold pressure at a maximum of 40 psi to prevent aerosols and relieve excess pressure and volume and also serve as a sampling point during routine maintenance. Distribution is through a 1" purple Sch-40 manifold to a series of low angle (13 deg. or less) pop-up sprinkler heads, each spraying as per the attached schematic. Spray area will be maintained with vegetation. A reserve area is set aside for doubling of field area, and treatment tank is sized for doubling of flow rate. **Tank must have at grade risers on each opening with watertight caps that must be at least 65# or have a padlock or can only be removed with tools. A secondary plug, cap, or suitable restraint must be provided below riser cap to prevent tank entry should the cap be damaged or removed, in compliance with Chapter §285.38.**

SYSTEM COMPONENTS:

3"or 4" Sch-40 sewer line

Two way cleanout

750 gallon 2-Compartment fitted with 0.4hp Liberty LE40 effluent pumps in second compartment

431 trash tank

Maxx Air M800, 800gpd Aerobic Treatment Plant (TCEQ Approved)(#109026)

Liquid chlorinator NSF/TCEQ approved

854 gallon pump tank

Pump: 0.5 HP Franklin C-1 20XC1-05P4-2W115 or equivalent

K-RainPro Plus pop-up rotary sprinkler heads w/ No. 3 low angle nozzles and purple non-potable water lids.

1" SCH-40 PVC PURPLE discharge manifold.

Alarms: Audible & visual high water level alarm & air pump malfunction alarm mounted above BFE.

Note: All electrical wiring must be in conduit

According to the FEMA floodplain map the referenced property is located within the 100 year flood plain (Flood Zone A), with the entire septic within Flood Zone A. During a 100 year flood event in my professional opinion no damage will occur to the OSSF as to cause contamination to the environment or a nuisance. The property slopes approximately two percent and is not in an area where seeps will occur. This location is not where a flow with

a velocity able to damage the piping will occur and does not contain any ditches, swales, or drainage features. The following is the buoyancy calculation for the tank.

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BUOYANCY CALCULATIONS:

MAXX AIR M-800 800 gpd

Volume of Tank = $H*W*L = 5.5833' * 6.25' * 13.70833' = 478.36 \text{ cf.}$

Upward Buoyancy force = $478.36 \text{ cf} * 8.34 \text{ \#/gal} * 7.48 \text{ gal/sf} = 29,842 \text{ \#}$

Overburden w/ .5' of soil = $AREA * \text{fill Height} * Wt \text{ of fill} / \text{cf} = 5.5833' * 13.70833' * 90 \text{ \#/cf} * .5' = 3,444 \text{ \#}$

Tank Weight of B-800 = 16,700#

Downward force of tank & min. water & overburden = $16,700 \text{ \#} + (1593) * 8.34 \text{ \#/gal} + 3,060 \text{ \#}$
= 33,045#

Downward force > Upward Force 33,045# > 29,842# Tank will not float with 0.5' of cover

750 gal 2 compartment tank w/ pump

Volume of Tank 750 gallon 2-compartment = $H*W*L = 4.4167' * 6.83' * 7.66' = 231 \text{ cf.}$

Upward Buoyancy force = $231 \text{ cf} * 8.34 \text{ \#/gal} * 7.48 \text{ gal/sf} = 14,410 \text{ \#}$

Overburden w/ 15" of soil = $L*W*\text{fill Height} * Wt \text{ of fill} / \text{cf} = 7.66' * 6.83' * 1.25' * 72 \text{ \#/cf} = 4708 \text{ \#}$

Tank Weight of Tank = 6,000#

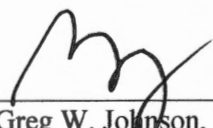
Downward force of tank & min. water & overburden = $6,000 \text{ \#} + (500) * 8.34 \text{ \#/gal} + 4708 \text{ \#} = 14,878 \text{ \#}$

Downward force > Upward Force 14,874# > 14,410# Tank will not float with 1.25' of cover

LANDSCAPING

Disposal area must be seeded with hearty grasses prior to system operation. It is recommended that a good stand of vegetation be established prior to system operation.

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

 08/07/19
Greg W. Johnson, P.E. No. 67587, F#2585
170 Hollow Oak
New Braunfels, Texas 78132
(830)905-2778



OSSF SOIL EVALUATION REPORT INFORMATION

Date: August 07, 2019

Applicant Information:

Name: DONALD BUTTRUM
Address: 25100 IH 35 NORTH
City: NEW BRAUNFELS State: TX
Zip Code: 78132 Phone: 830-624-7030

Site Evaluator Information:

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

Property Location:

Lot Unit Blk Subd.
Street Address: 846 & 910 YORK CREEK ROAD
City: NEW BRAUNFELS Zip Code: 78130
Additional Info.: A.M. ESNAURIZAR SURVEY, ABSTRACT 1, BEING 13.760 AC

Installer Information:

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

Topography: Slope within proposed disposal area: 2 %
Presence of 100 yr. Flood Zone: YES X NO
Existing or proposed water well in nearby area: YES NO X
Presence of adjacent ponds, streams, water impoundments: YES NO X
Presence of upper water shed: YES NO X
Organized sewage service available to lot: YES NO X

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Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

EXISTING OFFICE/WAREHOUSE W/ 4 EMPLOYEES

Q = 360 DESIGN RATE GPD & NEW OFFICE/WAREHOUSE WITH 10 EMPLOYEES @ 12 GPD = 168 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%)= 360

Trash Tank Size 431 Gal.

TCEQ Approved Aerobic Plant Size 800 G.P.D.

Req'd Application Area = Q/Ri = 360 / 0.064 = 5625 sq. ft.

Application Area Utilized = 5654 sq. ft.

Pump Requirement 12.4 Gpm @ 41 Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent)

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

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

Reserve Requirement = 120 Gal. 1/3 day flow.

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

With Chlorinator

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

Two way cleanout

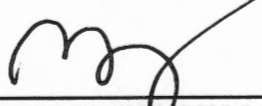
Pop-up rotary sprinkler heads w/ purple non-potable lids

1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

TANK & FIELD SIZED
FOR DOUBLING OF
FLOW RATE

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


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

08/07/19
DATE



Ritzen, Brenda

From: Greg Johnson <gregjohnsonpe@yahoo.com>
Sent: Saturday, August 17, 2019 3:02 AM
To: Ritzen, Brenda
Cc: Marisa Kane; Katelyn Neumann
Subject: Re: Permit 109559
Attachments: 846 & 910 York Creek Road - Buttrum #109559.pdf

Attached shows the limits of parking area.

Any other pipe will be SCH-80 PVC

Thanks,
Greg

Send for Greg W. Johnson, P.E., R.S.)

170 Hollow Oak

New Braunfels, TX 78132

Office/Fax (830) 905-2778

Email: gregjohnsonpe@yahoo.com

On Friday, August 16, 2019, 01:17:38 PM CDT, Ritzen, Brenda <rabbjr@co.comal.tx.us> wrote:

Re: Donald Buttrum, aka Don Buttrum

13.760 acres, 910 & 846 York Creek 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:

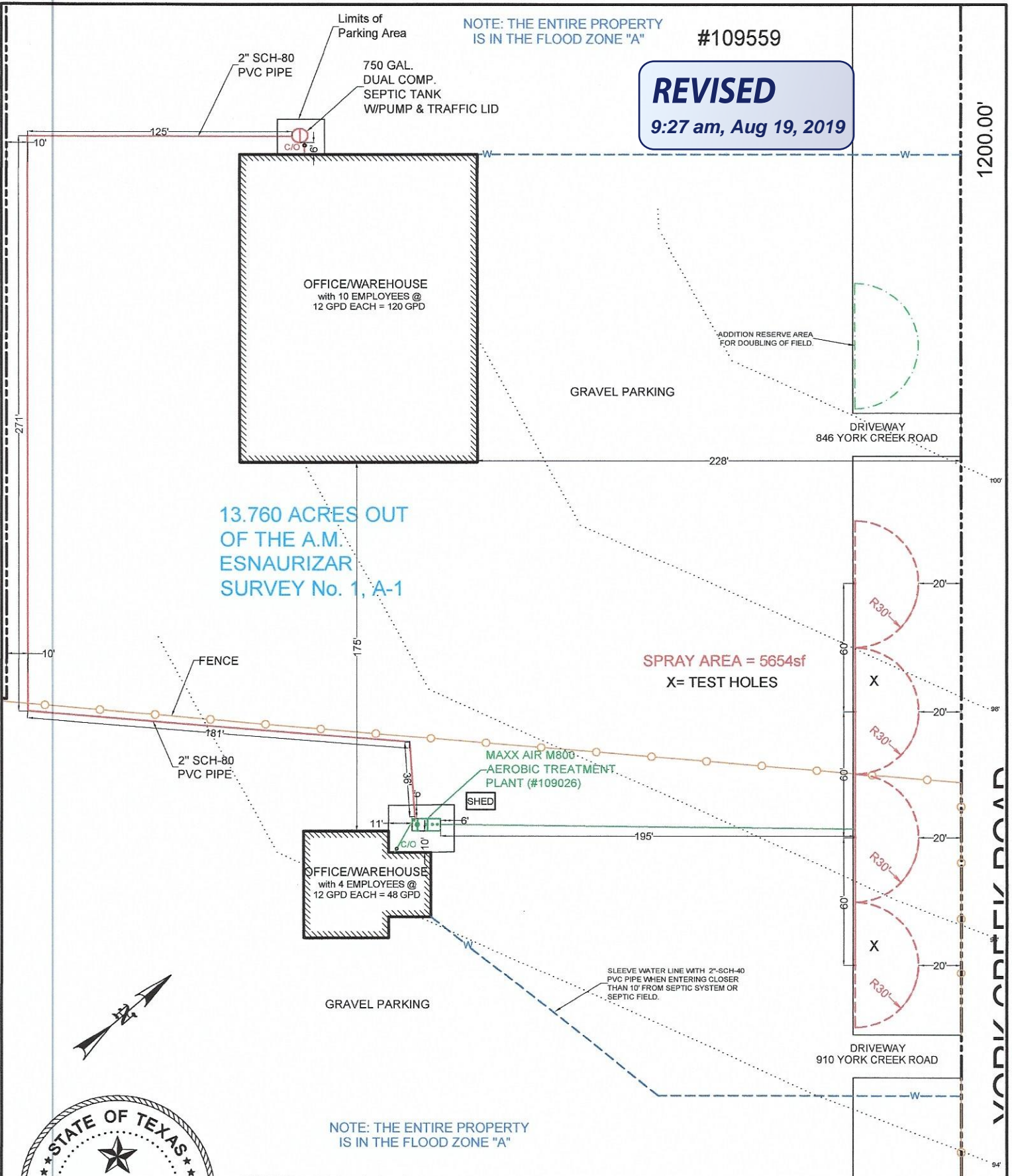
1. Please indicate the limits of the parking area or if any of the new supply line will require equivalent protection.

NOTE: THE ENTIRE PROPERTY IS IN THE FLOOD ZONE "A"

#109559

REVISED

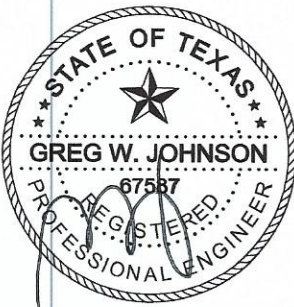
9:27 am, Aug 19, 2019



13.760 ACRES OUT OF THE A.M. ESNAURIZAR SURVEY No. 1, A-1

SPRAY AREA = 5654sf
X= TEST HOLES

NOTE: THE ENTIRE PROPERTY IS IN THE FLOOD ZONE "A"

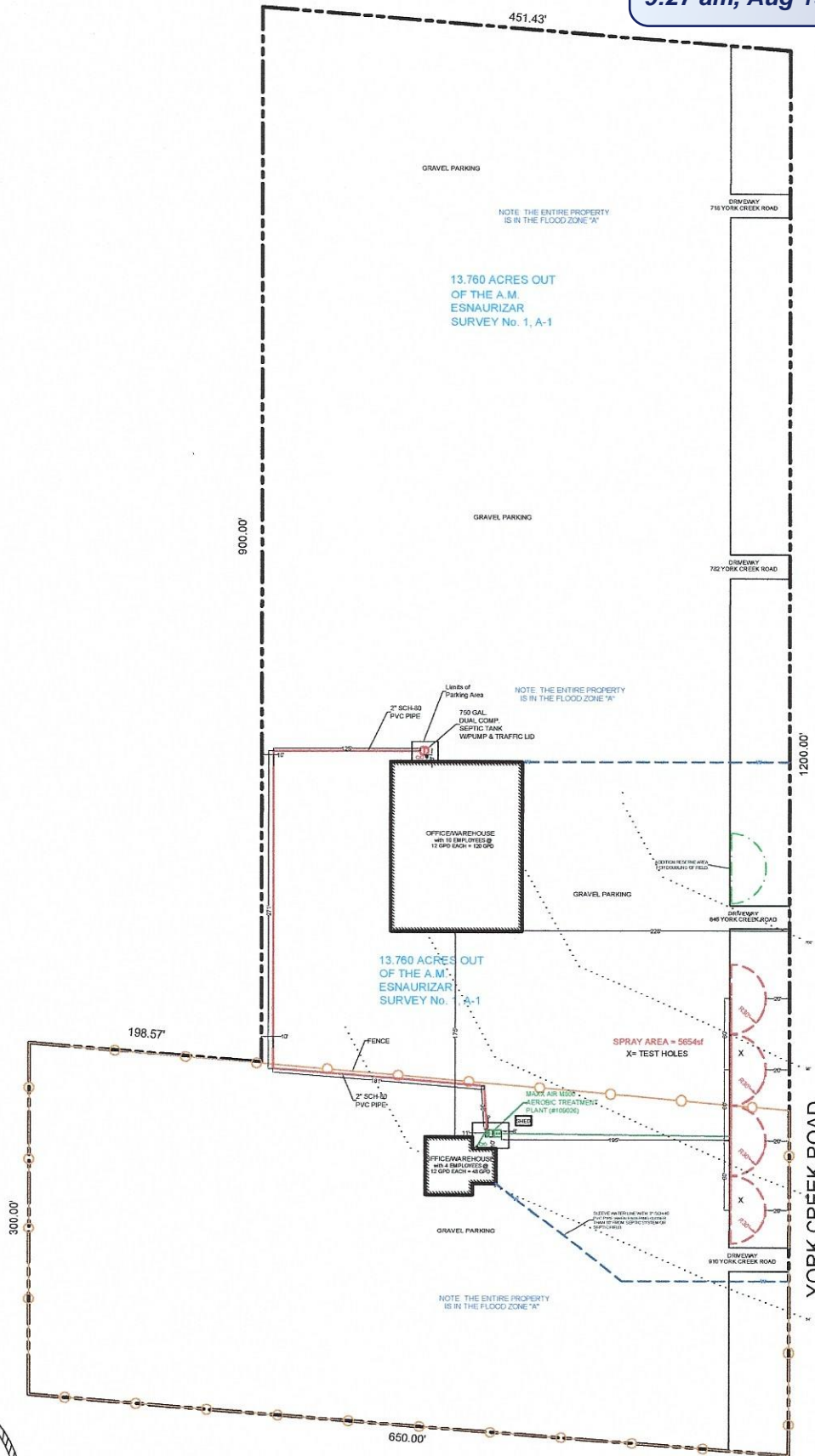


OWNER:	DONALD BUTTRUM		DRAWN BY:	EJS III
STREET ADDRESS:	718, 782, 846 and 910 YORK CREEK ROAD			
LEGAL DESC:	A.M. ESNAURIZAR SURVEY No. 1, A-1	ACREAGE:	13.760	
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=50'	DATE:
				8/7/2019
			REVISED:	8/17/2019

REVISED

9:27 am, Aug 19, 2019

#109559



OWNER:	DONALD BUTTRUM	DRAWN BY:	EJS III
STREET ADDRESS:	718, 782, 846 and 910 YORK CREEK ROAD		
LEGAL DESC:	A.M. ESNAURIZAR SURVEY No. 1, A-1	ACREAGE:	13.760
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	N.T.S.
		DATE:	8/7/2019
		REVISED:	8/17/2019

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.

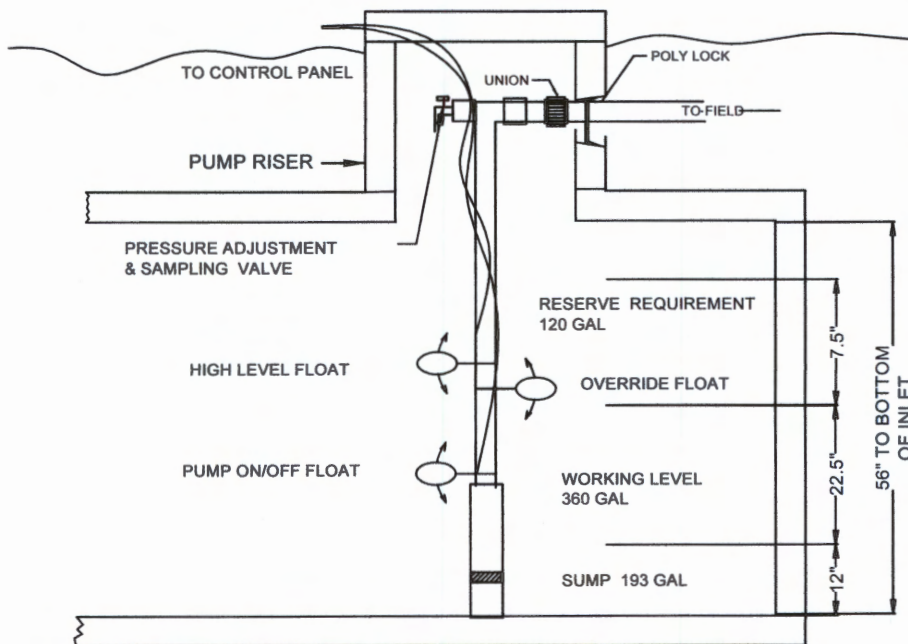
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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



F-2585

08/07/19

TYPICAL PUMP TANK CONFIGURATION
MAXX AIR-M800 PUMP TANK

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

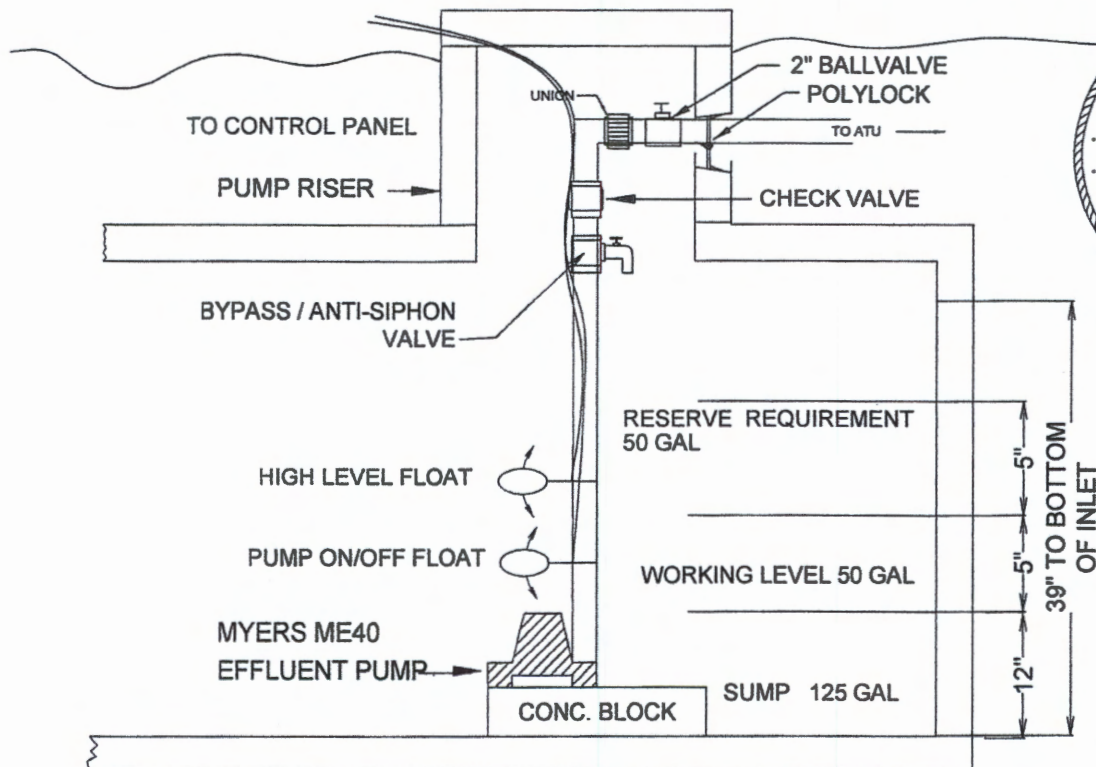
Tanks must be left uncovered and full of water for inspection by the permitting authority.

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



**TYPICAL PUMP TANK CONFIGURATION
375 GAL PUMP TANK
(750 gal Tank 2nd Compartment)**

392



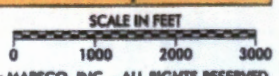
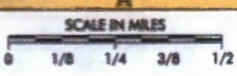
COUNTY ENGINEER

SAN MARCOS

CONTINUED ON MAP 393

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**CCEO
COPY**



Comal County
OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **07/11/2019** Permit Number: **109026**

Location Description: 910 YORK CREEK RD
NEW BRAUNFELS, TX 78130

Subdivision: A.M. Esnaurizar Survey No. 1, Abst. 1
Unit:
Lot:
Block:
Acreage: 13.7600

Type of System: Aerobic
Surface Irrigation

Issued to: Donald Buttrum

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

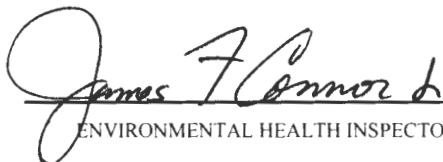
may require a new permit. **It is the responsibility of the owner to apply for a new permit, if applicable.**

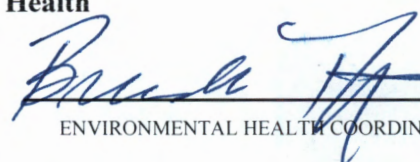
Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

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

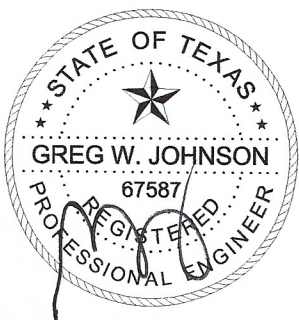
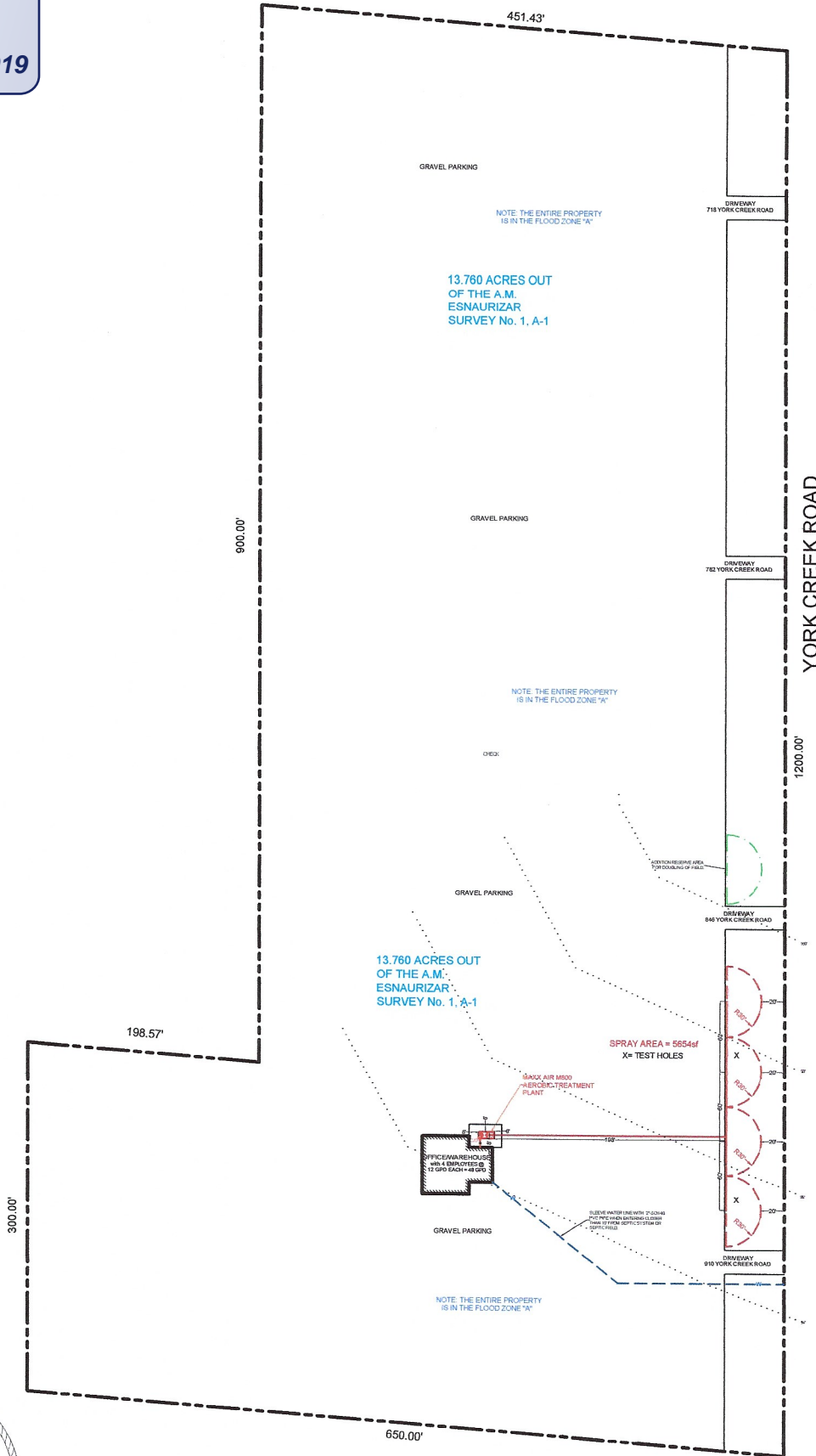

OS0032485
ENVIRONMENTAL HEALTH INSPECTOR


OS0007722
ENVIRONMENTAL HEALTH COORDINATOR

REVISED

9:16 am, Jul 11, 2019

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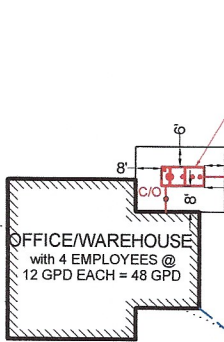


OWNER: DONALD BUTTRUM		DRAWN BY: EJS III	
STREET ADDRESS: 718, 782, 846 and 910 YORK CREEK ROAD			
LEGAL DESC: A.M. ESNAURIZAR SURVEY No. 1, A-1			ACREAGE: 13.760
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 4/1/2019	REVISED: 7/10/2019

REVISED
9:16 am, Jul 11, 2019

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COPY**

13.760 ACRES OUT
OF THE A.M.
ESNAURIZAR
SURVEY No. 1, A-1

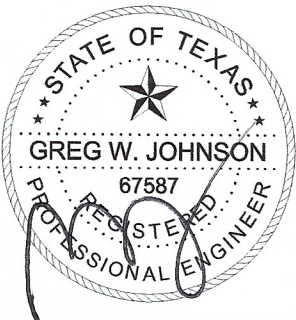


MAXX AIR M800
AEROBIC TREATMENT
PLANT

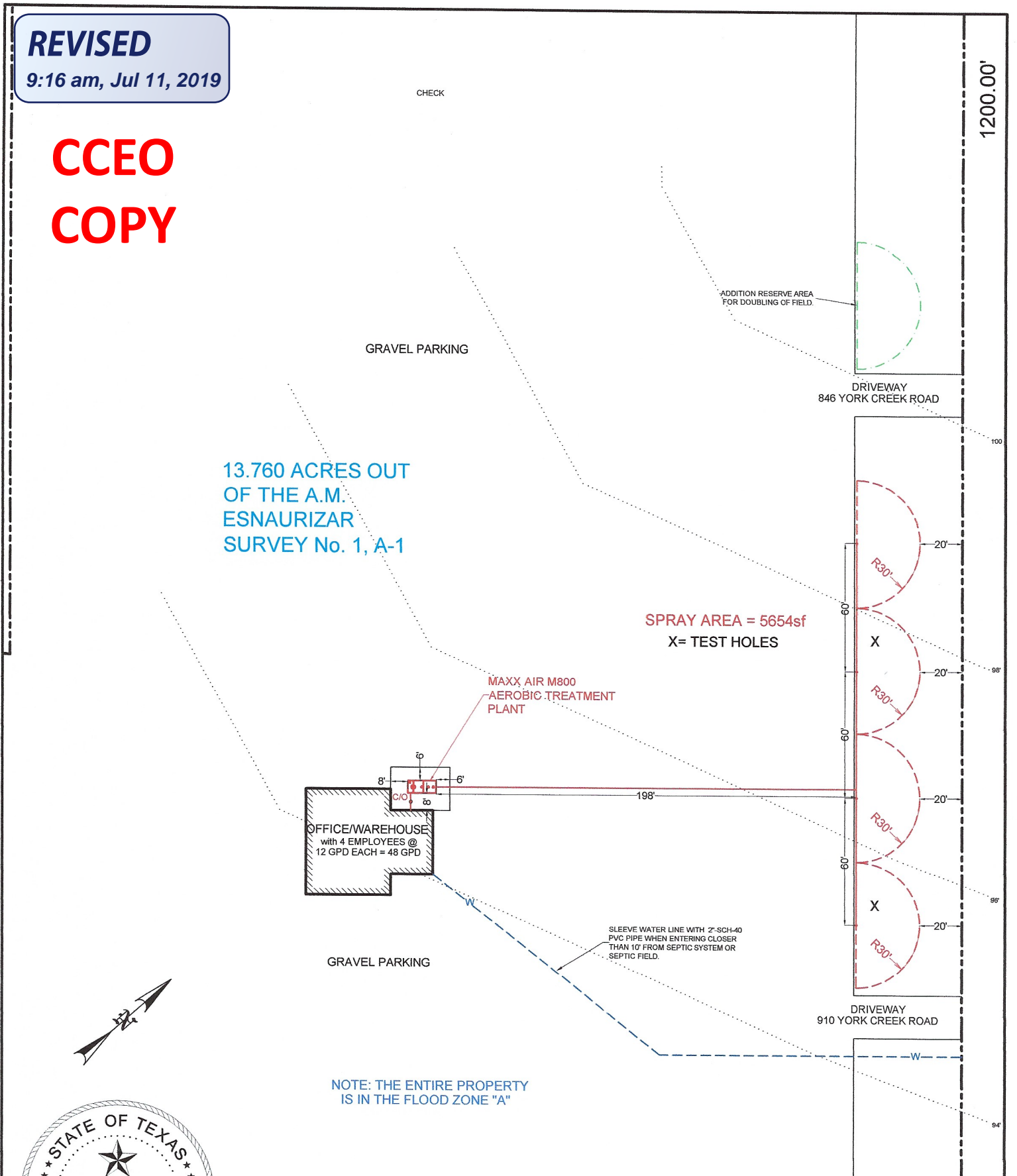
SPRAY AREA = 5654sf
X= TEST HOLES

SLEEVE WATER LINE WITH 2"-SCH-40
PVC PIPE WHEN ENTERING CLOSER
THAN 10' FROM SEPTIC SYSTEM OR
SEPTIC FIELD.

NOTE: THE ENTIRE PROPERTY
IS IN THE FLOOD ZONE "A"



OWNER: DONALD BUTTRUM		DRAWN BY: EJS III	
STREET ADDRESS: 718, 782, 846 and 910 YORK CREEK ROAD			
LEGAL DESC: A.M. ESNAURIZAR SURVEY No. 1, A-1			ACREAGE: 13.760
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 4/1/2019	REVISED: 7/10/2019




Ritzen, Brenda

From: Ritzen, Brenda
Sent: Friday, August 16, 2019 1:18 PM
To: 'Greg Johnson'
Subject: Permit 109559

Re: Donald Buttrum, aka Don Buttrum
13.760 acres, 910 & 846 York Creek 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:

- 1  Please indicate the limits of the parking area or if any of the new supply line will require equivalent protection.

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

NOTE: THE ENTIRE PROPERTY IS IN THE FLOOD ZONE "A"

VOID

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1200.00'



GRAVEL PARKING

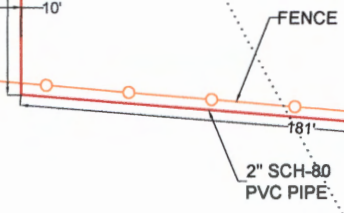
ADDITION RESERVE AREA FOR DOUBLING OF FIELD.

DRIVEWAY 846 YORK CREEK ROAD

13.760 ACRES OUT OF THE A.M. ESNAURIZAR SURVEY No. 1, A-

VOID

SPRAY AREA = 5654sf
X= TEST HOLES



MAXX AIR M800 AEROBIC TREATMENT PLANT (#109026)

SHED



GRAVEL PARKING

SLEEVE WATER LINE WITH 2"-SCH-40 PVC PIPE WHEN ENTERING CLOSER THAN 10' FROM SEPTIC SYSTEM OR SEPTIC FIELD.

DRIVEWAY 910 YORK CREEK ROAD



NOTE: THE ENTIRE PROPERTY IS IN THE FLOOD ZONE "A"



OWNER: DONALD BUTTRUM		DRAWN BY: EJS III	
STREET ADDRESS: 718, 782, 846 and 910 YORK CREEK ROAD			
LEGAL DESC: A.M. ESNAURIZAR SURVEY No. 1, A-1			ACREAGE: 13.760
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 8/7/2019	REVISED:

VOID

451.43'

GRAVEL PARKING

NOTE: THE ENTIRE PROPERTY IS IN THE FLOOD ZONE "A"

13.760 ACRES OUT OF THE A.M. ESNAURIZAR SURVEY No. 1, A-1

DRIVEWAY 718 YORK CREEK ROAD

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900.00'

GRAVEL PARKING

DRIVEWAY 782 YORK CREEK ROAD

VOID

NOTE: THE ENTIRE PROPERTY IS IN THE FLOOD ZONE "A"

750 GAL. DUAL COMP. SEPTIC TANK W/ PUMP & TRAFFIC LID

1200.00'

OFFICE WAREHOUSE 10 EMPLOYEES @ 12 SQ. FT. EACH = 1200 SQ. FT.

GRAVEL PARKING

DRIVEWAY 846 YORK CREEK ROAD

13.760 ACRES OUT OF THE A.M. ESNAURIZAR SURVEY No. 1, A-1

SPRAY AREA = 585 sq. ft. X = TEST HOLES

198.57'

FENCE

2" SCH 40 PVC PIPE

MADE AIR SIDE AEROBIC TREATMENT PLANT (#109626)

OFFICE WAREHOUSE 4 EMPLOYEES @ 12 SQ. FT. EACH = 480 SQ. FT.

GRAVEL PARKING

RESERVE WATERLINE WITH 2" SCH 40 PVC PIPE FROM EXISTING CLOSER TO THE HOUSE SEPTIC SYSTEM OR TO THE HOUSE

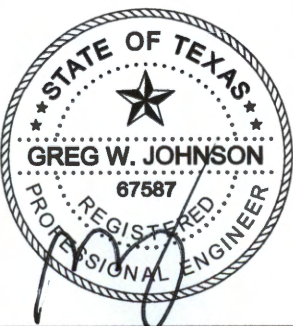
DRIVEWAY 810 YORK CREEK ROAD

NOTE: THE ENTIRE PROPERTY IS IN THE FLOOD ZONE "A"

YORK CREEK ROAD

300.00'

650.00'



OWNER:	DONALD BUTTRUM	DRAWN BY:	EJS III
STREET ADDRESS:	718, 782, 846 and 910 YORK CREEK ROAD		
LEGAL DESC:	A.M. ESNAURIZAR SURVEY No. 1, A-1	ACREAGE:	13.760
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	N.T.S.
		DATE:	8/7/2019
		REVISED:	

Exhibit A

THE STATE OF TEXAS §

COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS

RECEIVED
By rabsah at 11:55 am, May 16, 2019

SITE PARTITION

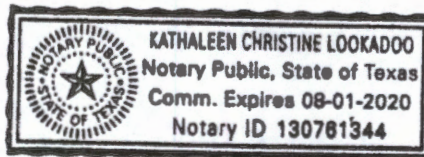
Don Buttrum (Owner) owns a certain tract of land called 128.529 acres (Parent Tract) first created in a deed filed for record on November 18, 2016, and recorded under Document No. 201606044347, Official Public Records, Comal County, Texas. The Parent Tract is not located within the limits of any municipality. After conferring with the staff of the County Engineer of Comal County, it was determined to partition the Parent Tract into separate tracts (OSSF Tracts) to qualify each such tract for on-site sewage facilities under applicable state and local laws, rules and regulations. Owner intends to identify each OSSF Tract without a conveyance of the property and without implication of change in use. Owner intends to partition the Parent Tract for the sole purpose of identifying the OSSF Tract set out below.

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COUNTY ENGINEER

1. Partition. Owner hereby partitions out of said parent tract a 13.760 acres tract, shown on the survey plat attached as Exhibit "A" and described by metes and bounds in the attached Exhibit "B".
2. No Plat Required. Owner's partition of the Parent Tract is exempt from the platting rules and regulations of Comal County, Texas, in that each OSSF Tract exceeds 10 acres in size and otherwise satisfies the requirements of Sec. 232.0015(£) of the Texas Local Government Code.
3. Agricultural Use. Until Owner actually changes the use of any OSSF Tract identified hereby, the agricultural use of such property will continue. Effluent discharge is not inconsistent with agricultural use.

Effective Date: May 15, 2019

STATE OF TEXAS
COUNTY OF COMAL



This instrument was acknowledged before me on the 15 day of May, 2019.

Kathaleen Christine Lookadoo
NOTARY PUBLIC

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/16/2019 11:31:26 AM
JESSICA 5 Page(s)
201906016689



Bobbie Koepf

H/c
②



201906007976 03/08/2019 02:13:14 PM 1/4

CONVENIENCE SURVEY AFFIDAVIT

STATE OF TEXAS:

COUNTY OF COMAL:

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AUG 12 2019

BEFORE ME, the undersigned Notary Public, came and appeared **GEORGE E. LUCAS**, who, being duly sworn, did depose and state that:

Affiant prepared the survey and field notes attached hereto as Exhibit "A" and Exhibit "B" and that they represent said parcels owned by **DONALD BUTTRUM** as conveyed to him in Document NO. **201606044347**, Official Public Records, Comal County, Texas.

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APR 22 2019

COUNTY ENGINEER



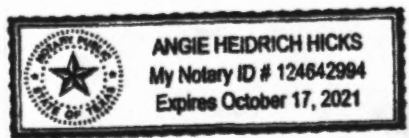
GEORGE E. LUCAS

THUS SWORN TO AND SUBSCRIBED before me, Notary, on this 8th day of March 2019, by **George E. Lucas** in New Braunfels, Comal County, Texas.



NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 10-17-21



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AUG 12 2019

FIELD NOTE DESCRIPTION FOR A 13.760 ACRE TRACT OF LAND:

COUNTY ENGINEER

BEING A TRACT OR PARCEL OF LAND SITUATED IN COMAL COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE ANTONIO M. ESNAURIZAR SURVEY NO. 1, ABSTRACT NO. 1, AND BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO DON BUTTRUM FROM THE DAVID L. AND MARILYN J. SCHLAMEUS TRUST, DATED NOVEMBER 18, 2016, RECORDED IN DOCUMENT NO. 201606044347, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the southwest right of way line of York Creek Road, for the North corner of that certain tract of land conveyed to John S. Davidson from Nancy Kay Gaisford, dated April 30, 2018, recorded in Document No. 201806016852, Official Public Records of Comal County, Texas, for the East corner of the said Buttrum tract, and for the East corner and POINT OF BEGINNING of the herein described tract;

THENCE with the northwest line of the said Davidson tract and the southeast line of the said Buttrum tract, South $45^{\circ}29'05''$ West, a distance of 650.00 feet to a calculated point, for the South corner of this tract;

THENCE through the said Buttrum tract, the following four (4) courses:

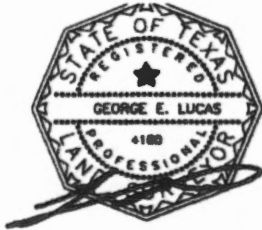
RECEIVED

1. North $49^{\circ}04'36''$ West, a distance of 300.00 feet to a calculated point, for an exterior corner of this tract;
2. North $45^{\circ}29'05''$ East, a distance of 198.57 feet to a calculated point, for an interior corner of this tract;
3. North $49^{\circ}04'36''$ West, a distance of 900.00 feet to a calculated point, for the West corner of this tract;
4. North $45^{\circ}29'05''$ East, a distance of 451.43 feet to a calculated point in the southwest right of way line of said York Creek Road and the northeast line of the said Buttrum tract, for the North corner of this tract;

COUNTY

THENCE with the southwest right of way line of said York Creek Road and the northeast line of the said Buttrum tract, South 49°04'36" East, a distance of 1,200.00 feet to the POINT OF BEGINNING, containing 13.760 acres of land, more or less.

CELCO Surveying
2205 Stonecrest Path
New Braunfels, Texas 78130
Firm Registration No. 10193975



BY: GEORGE E. LUCAS
R.P.L.S. No. 4160
State of Texas
March 01, 2019
2019-0096-3-Legal

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COUNTY ENGINEER

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APR 22 2019

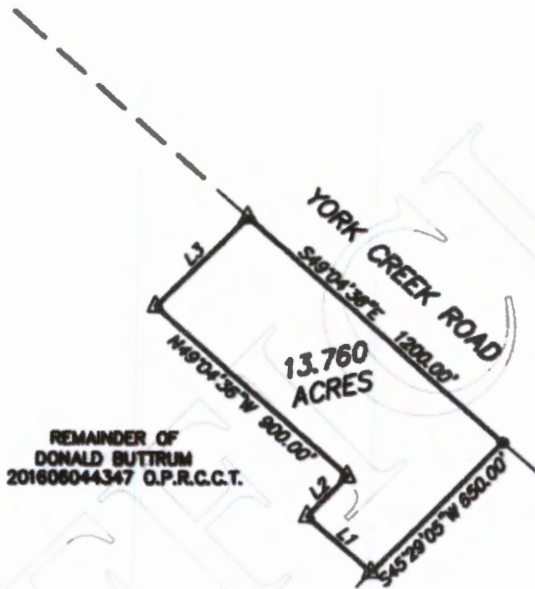
COUN

CELCO SURVEYING
 P.O. BOX 101827
 TEL: 830-214-8109
 FAX: 830-571-8323

CONVENIENCE SURVEY

2206 STONECREST PATH
 NEW BRAUNFELS, TEXAS 78130
 edf@celcosurveying.com

SCALE
 1" = 500'



REMAINDER OF
 DONALD BUTTRUM
 201806044347 O.P.R.C.C.T.

JOHN S. DAVIDSON
 201806018852 O.P.R.C.C.T.

Filed and Recorded
 Official Public Records
 Bobbie Koepf, County Clerk
 Comal County, Texas
 03/08/2019 02:13:14 PM
 CHRISTY 4 Page(s)
 201906007976



Bobbie Koepf

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°04'38"W	300.00'
L2	N45°28'05"E	188.57'
L3	N45°28'05"E	451.43'

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND A TITLE EXAMINATION WAS NOT REQUESTED NOR WAS ONE PERFORMED.

LEGEND

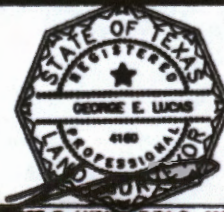
- = IRON ROD FOUND
- △ = CALC. PROP. COR.

ADDRESS: 7965 OLD BASTROP ROAD, NEW BRAUNFELS, TEXAS

LEGAL DESCRIPTION: A 13.760 ACRE TRACT OF LAND OUT OF THE A. M. ESMALRIZAR SURVEY NO. 1, ABSTRACT NO. 1, COMAL COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO DON BUTTRUM, RECORDED IN DOCUMENT NO. 201806044347, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.



BUYER: N/A
 TITLE CO: N/A
 G.F.S.: N/A

LENDER: N/A

PLAN No.: 2019-0086-2

SURVEY DATE: MARCH 01, 2019

GEORGE E. LUCAS R.P.L.S. 4180

RECEIVED

AUG 12 2019

COUNTY ENGINEER

RECEIVED

APR 22 2019

COUNTY ENGINEER

CCEO

New Braunfels Title Co.

201606044347 11/21/2016 09:15:34 AM 1/6

COPY 98 KB

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

Warranty Deed with Vendor's Lien

Date: November 18, 2016

RECEIVED
JUN 21 2018

Grantor: Lloyd W. Schlameus, individually, and David Lynn Schlameus and Marilyn Joann Schlameus, as Trustees of the David L. and Marilyn J. Schlameus Trust dated May 1, 1998

Grantor's Mailing Address:

7965 Old Bastrop Rd.
New Braunfels, Texas 78130
Comal County

RECEIVED

AUG 12 2019

Grantee: Don Buttrum

COUNTY ENGINEER

Grantee's Mailing Address:

Don Buttrum
25100 IH 35 N
New Braunfels, Texas 78132
Comal County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of ONE MILLION SEVEN HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$1,725,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Barry D. Moore, trustee.

Property (including any improvements):

A 128.529 Acre tract, situated in Subdivision No. 120 and No. 121 of the A. M. Esnaurizar Eleven League Grant, Survey Number 1, Abstract Number 1, Comal County, Texas; out of a 137 Acre tract described in deed from David L. Schlameus to The David L. and Marilyn J. Schlameus Trust, as recorded in Document Number 201606006196, of the Official Public Records of Comal County, Texas and 2.844 Acre tract, described in deed from David L.

CCEO

COPY

Schlameus to The David L. and Marilyn J. Schlameus Trust, as recorded in Document Number 201606008121, of the said Official Public Records; said 128.529 Acres being more fully described by metes and bounds in Exhibit "A" attached hereto.

Reservations from Conveyance:

None

RECEIVED

JUN 21 2018 AUG 12 2019

Exceptions to Conveyance and Warranty:

COUNTY ENGINEER

This conveyance is made and accepted subject to all easements, restrictions, reservations, covenants and conditions of record in Comal County, Texas.

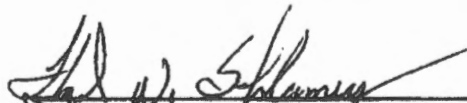
Taxes for the current year have been prorated and are assumed by the Grantee herein.

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

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

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

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



Lloyd W. Schlameus

CCEO

COPY

STATE OF TEXAS)

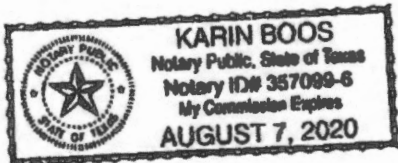
COUNTY OF COMAL)

RECEIVED

JUN 21 2018

COUNTY _____ CER

This instrument was acknowledged before me on November 18 2016, by Marilyn Joann Schlameus, Trustee of The David L. and Marilyn J. Schlameus Trust dated May 1, 1998.



[Signature]

Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Barry D. Moore
245 S Seguin
New Braunfels, TX 78130

AFTER RECORDING RETURN TO:

NEW BRAUNFELS TITLE COMPANY

245 S. Seguin St.

New Braunfels, Texas 78130

**CCEO
COPY**

David Lynn Schlameus
David Lynn Schlameus, Trustee of The David L.
and Marilyn J. Schlameus Trust dated May 1, 1998

RECEIVED

JUN 21 2018

Marilyn Joann Schlameus
Marilyn Joann Schlameus, Trustee of The David L.
and Marilyn J. Schlameus Trust dated May 1, 1998

COUNTY ENGINEER

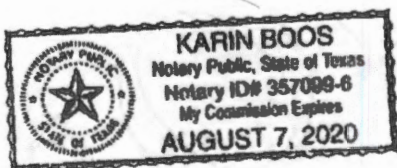
RECEIVED
AUG 12 2019

COUNTY ENGINEER

STATE OF TEXAS)

COUNTY OF COMAL)

This instrument was acknowledged before me on November 18, 2016, by Lloyd W. Schlameus.

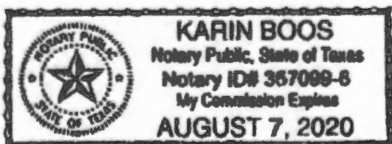


[Signature]
Notary Public, State of Texas

STATE OF TEXAS)

COUNTY OF COMAL)

This instrument was acknowledged before me on November 18, 2016, by David Lynn Schlameus, Trustee of The David L. and Marilyn J. Schlameus Trust dated May 1, 1998.



[Signature]
Notary Public, State of Texas

Handwritten initials and circled number 2

5/c



201906007976 03/08/2019 02:13:14 PM 1/4



201906016689 05/16/2019 11:31:26 AM 1/5

CONVENIENCE SURVEY AFFIDAVIT

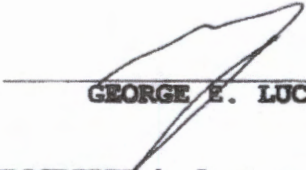
STATE OF TEXAS:
COUNTY OF COMAL:

RECEIVED
By rabsah at 11:55 am, May 16, 2019

BEFORE ME, the undersigned Notary Public, came and appeared **GEORGE E. LUCAS**, who, being duly sworn, did depose and state that: RECEIVED

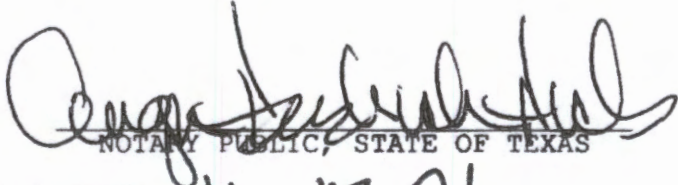
Affiant prepared the survey and field notes attached hereto as Exhibit "A" and Exhibit "B" and that they represent AUG 12 2019
parcels owned by **DONALD BUTTRUM** as conveyed to him in Document NO. **COUNTY ENGINEER**
201606044347, Official Public Records, Comal County, Texas.

Relocated To Add Exhibit



GEORGE E. LUCAS

THUS SWORN TO AND SUBSCRIBED before me, Notary, on this 8th day of March 2019, by George E. Lucas in New Braunfels, Comal County, Texas.



NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: 10-17-21



RECEIVED

By rabsah at 11:55 am, May 16, 2019

FIELD NOTE DESCRIPTION FOR A 13.760 ACRE TRACT OF LAND:

BEING A TRACT OR PARCEL OF LAND SITUATED IN COMAL COUNTY, TEXAS, AND BEING OUT OF AND A PART OF THE ANTONIO M. ESNAURIZAR SURVEY NO. 1, ABSTRACT NO. 1, AND BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO DON BUTTRUM FROM THE DAVID L. AND MARILYN J. SCHLAMEUS TRUST, DATED NOVEMBER 18, 2016, RECORDED IN DOCUMENT NO. 201606044347, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at an iron rod found in the southwest right of way line of York Creek Road, for the North corner of that certain tract of land conveyed to John S. Davidson from Nancy Kay Gaisford, dated April 30, 2018, recorded in Document No. 201806016852, Official Public Records of Comal County, Texas, for the East corner of the said Buttrum tract, and for the East corner and POINT OF BEGINNING of the herein described tract;

RECEIVED

AUG 12 2019

COUNTY ENGINEER

THENCE with the northwest line of the said Davidson tract and the southeast line of the said Buttrum tract, South 45°29'05" West, a distance of 650.00 feet to a calculated point, for the South corner of this tract;

THENCE through the said Buttrum tract, the following four (4) courses:

- 1. North 49°04'36" West, a distance of 300.00 feet to a calculated point, for an exterior corner of this tract;**
- 2. North 45°29'05" East, a distance of 198.57 feet to a calculated point, for an interior corner of this tract;**
- 3. North 49°04'36" West, a distance of 900.00 feet to a calculated point, for the West corner of this tract;**
- 4. North 45°29'05" East, a distance of 451.43 feet to a calculated point in the southwest right of way line of said York Creek Road and the northeast line of the said Buttrum tract, for the North corner of this tract;**

RECEIVED

By rabsah at 11:55 am, May 16, 2019

THENCE with the southwest right of way line of said York Creek Road and the northeast line of the said Buttrum tract, South 49°04'36" East, a distance of 1,200.00 feet to the POINT OF BEGINNING, containing 13.760 acres of land, more or less.

CELCO Surveying
2205 Stonecrest Path
New Braunfels, Texas 78130
Firm Registration No. 10193975

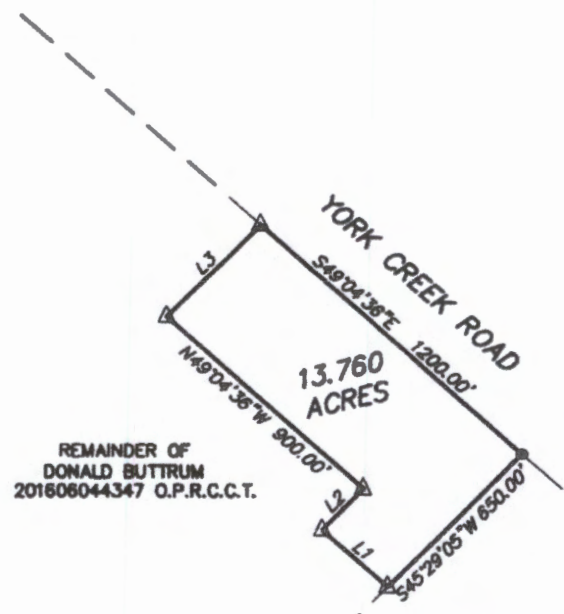


BY: GEORGE E. LUCAS
R.P.L.S. No. 4160
State of Texas
March 01, 2019
2019-0096-3-Legal

SCALE
 1" = 500'

RECEIVED
 By rabsah at 11:56 am, May 16, 2019

RECEIVED
 AUG 12 2019
 CITY ENGINEER



REMAINDER OF
 DONALD BUTTRUM
 201806044347 O.P.R.C.C.T.

JOHN S. DAVIDSON
 201806016852 O.P.R.C.C.T.

Filed and Recorded
 Official Public Records
 Bobbie Koepf, County Clerk
 Comal County, Texas
 03/08/2019 02:13:14 PM
 CHRISTY 4 Page(s)
 201906007976



Bobbie Koepf

LINE TABLE		
LINE	BEARING	LENGTH
L1	N49°04'36\"W	300.00'
L2	N45°29'05\"E	198.57'
L3	N45°29'05\"E	451.43'

THIS SURVEY WAS PREPARED WITHOUT THE
 BENEFIT OF A TITLE COMMITMENT AND A
 TITLE EXAMINATION WAS NOT REQUESTED NOR
 WAS ONE PERFORMED.

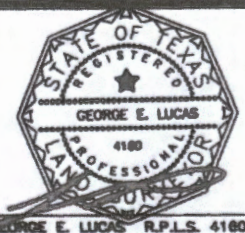
LEGEND
 ● = IRON ROD FOUND
 ▲ = CALC. PROP. COR.

ADDRESS: 7965 OLD BASTROP ROAD, NEW BRAUNFELS, TEXAS

LEGAL DESCRIPTION: A 13.760 ACRE TRACT OF LAND OUT OF THE A. M. ESHAURIZAR SURVEY NO. 1, ABSTRACT NO. 1, COMAL COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN TRACT OF LAND CONVEYED TO DON BUTTRUM, RECORDED IN DOCUMENT NO. 201806044347, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS.

CERTIFICATION

THE UNDERSIGNED DOES HEREBY CERTIFY TO THE PARTIES LISTED BELOW THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UPON THE GROUND OF THE PROPERTY SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS OF VISIBLE IMPROVEMENTS, EXCEPT AS SHOWN HEREON, AND THAT THIS PROPERTY HAS ACCESS TO A PUBLIC ROADWAY, EXCEPT AS SHOWN HEREON.



BUYER: N/A
 TITLE CO: N/A
 G.F.S: N/A

LENDER: N/A

PLAN No.: 2019-0086-2

SURVEY DATE: MARCH 01, 2019

GEORGE E. LUCAS R.P.L.S. 4180

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

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

To: Paul Swoyer Septics, LLC
846 York Creek Road
New Braunfels, TX 78130

Printed: 2/24/2020
Site: 846 York Creek Road
New Braunfels, TX 78130

Permit #: **109559**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Customer ID: 1569

Contract Dates: 10/10/2019 - 10/10/2022

Scheduled Date: 2/10/2020

Inspection 1 of 9

GPS Coordinates - Latitude: 29.7865 Longitude: -98.0174

Service Type: Scheduled Inspection

Visit Date: 2/20/2020

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

This counts as a type of "Scheduled Inspection"

Entered By: .

Sludge Levels

For Tank 1: N/A

For Tank 2: N/A

For Tank 3: N/A

Chlorine Residual: .

Comments

System not turned on - flooded, unable to get accurate reading. System operational, multiple brokend sprayheads/lines.

Service Completed

Insp ID #: 3558

Provider *Christopher Ryan Seidensticker*
P.S Septic Supply & Service

License Inb: 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

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

Permit #: 109559

To: Paul Swoyer Septics, LLC
846 York Creek Road
New Braunfels, TX 78130

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

Site 846 York Creek Road New Braunfels
 Agency Comal County
 County
 Subdivision

Installed
 Phone
 Cell:
 Work

Contract: 10/10/2019 - 10/10/2022
 Inspections per year: 3
 Service Due: 6/10/2020
 Alt Phone:
 Warranty Ending:

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

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	_____ <i>6</i>
Irrigation pump:	_____ <i>8/8</i>	_____	_____
Air compressor:	_____ <i>8/8</i>	_____	_____
Disinfection device:	_____ <i>8/8</i>	_____	_____
Chlorine supply:	_____	_____ <i>8</i>	_____
Spray field vegetation:	_____ <i>8/8</i>	_____	_____
Sprinkler / Drip backwash:	_____ <i>8/8</i>	_____	_____
Photocell Test:	_____	_____	_____ <i>6</i>
Autodialer:	_____	_____	_____ <i>8</i>
Water Meter Reading: _____ CFM: _____ PSI: _____			

Test Results and observations: (As Required)

Fecal Coliform: _____
 Chlorine Residual: _____
 Test Method: _____ *.01* _____
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments:

Scum in multiple broken sprinklers need repair
Added bleach to tank Residual, Bleach must be kept in Reservoir

Inspector: _____

Date: _____

System located at 910 York Creek Road

Area: 10
 GPS: 29.785745 -98.0175 ID = 1569

Printed 6/25/2020

846 York Creek Road, New Braunfels

Central Texas Aerobics, Inc.
2918 Dauer Ranch Rd.
New Braunfels, TX 78130

Phone: (830) 303-4065

www.septictex.com info@septictex.com

To: **Buttrum Construction (Office/Palm Parad)**
Attention: Kathy Lookadoo
8210 IH 35 North
New Braunfels, TX 78130

Printed: 9/16/2020
Site: 910 York Creek Rd
New Braunfels, TX 78130
(830) 624-7030

Permit #: **109559**

Agency: Comal County Office of Environmental Health
County: Comal County Office of Enviro
Mfg / Brand: Maxx Aire 800 - Maxx Aire 800
Treatment Type: Aerobic
Disposal: Spray

Customer ID: 847
Contract Dates: 9/1/2020 - 9/1/2021
Scheduled Date 9/1/2020 Inspection 1 of 3
Aerator: Maxx Aire 800 Installed: 10/2/2019
Warranty End: 10/2/2021

Service Type: Scheduled Inspection

Visit Date: 9/1/2020

Method: Grab

Technician: Not Assigned

Maint. Provider: Wm. Kyle Johnson #MP1058

This counts as a type of "Scheduled Inspection"

Entered By: Cyndi Johnson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.3mg/L

Chlorinator: Op

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - STATE MAINTENANCE INSPECTION
C1=(GRAB) STRIP/DPD C12 Installed New Compressor

Insp ID #: 12531

Provider: Wm. Kyle Johnson

Wm. Kyle Johnson

Central Texas Aerobics, Inc.

License Info: MP0001058 Expires: 12/31/2020

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

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

To: Home Owner
846 York Creek Road
New Braunfels, TX 78130

Printed: 11/10/2020
Site: 846 York Creek Road
New Braunfels, TX 78130

Permit #: **109559**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Customer ID: 1569

Contract Dates: 10/10/2019 - 10/10/2022

Scheduled Date: 10/10/2020

Inspection 3 of 9

GPS Coordinates - Latitude: 29.785745 Longitude: -98.017589

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 11/9/2020

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 12

Irrigation Pumps: Operational

For Tank 2: 3

Disinfection Device: Operational

For Tank 3: 1

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

Owner signature: _____

Insp ID #: 6567

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
846 York Creek Road
New Braunfels, TX 78130

Printed: 2/2/2021
Site: 846 York Creek Road
New Braunfels, TX 78130

Permit #: **109559**

Agency: Comal County
County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Customer ID: 1569

Contract Dates: 10/10/2019 - 10/10/2022

Scheduled Date 2/10/2021

Inspection 4 of 9

GPS Coordinates - Latitude: 29.785745 Longitude: -98.017589

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/1/2021

Entered By: _

Method: Grab

Technician: Chris Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.1mg/L

Sludge Levels

For Tank 1: 6

For Tank 3: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

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

Service Completed

Owner signature: _____

Insp ID #: 7886

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

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

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

To: Home Owner
846 York Creek Road
New Braunfels, TX 78130

Printed:6/9/2021
Site: 846 York Creek Road
New Braunfels, TX 78130

Permit #: **109559**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Customer ID: 1569

Contract Dates: 10/10/2019 - 10/10/2022

Scheduled Date 6/10/2021

Inspection 5 of 9

GPS Coordinates - Latitude: 29.785745 Longitude: -98.017589

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 6/8/2021

Entered By: _

Method: Grab

Technician: Chris Zigalo

Maint. Provider: Ryan Seidensticker

Chlorine Residual: N/A

Comments

No access - sent letter

Service Completed

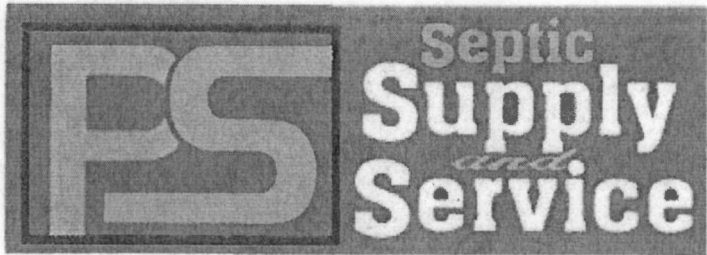
Owner signature: _____

Insp ID #:10157

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

Customer: DONALD BUTTRUM, aka Don Buttrum

Site Address: 910 YORK CREEK ROAD

City/State: NEW BRAUNFELS, TX Zip: 78130

County: COMAL Permit#: _____

Phone Number: 830-624-7030

E-mail: accounting@bchtexas.com

PROPERTY LEGAL DESCRIPTION:

A.M. ESNAURIZAR, SURVEY #1, A-1, BEING 13.760 AC

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between DONALD BUTTRUM, AKA DON BUTTRUM (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 years 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 _____, 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]

RECEIVED
APR 22 2019
COUNTY ENGINEER

RECEIVED
APR 22 2019
COUNTY ENGINEER

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.

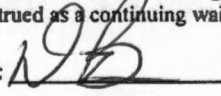
IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.

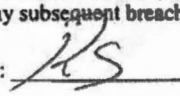
X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck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

REVISED

1:14 pm, Apr 25, 2019

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
846 York Creek Road
New Braunfels, TX 78130

Printed: 2/21/2022
Site: 846 York Creek Road
New Braunfels, TX 78130

Permit #: **109559**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 1569
Contract Dates: 10/10/2019 - 10/10/2022
Scheduled Date: 2/10/2022 Inspection 7 of 9

GPS Coordinates - Latitude: 29.785745 Longitude: -98.017589

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/18/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Landon Gronvold

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 12

Irrigation Pumps: Operational

For Tank 2: n/a

Disinfection Device: Operational

For Tank 3: 1

Chlorine Supply: Operational

Chlorine Residual: n/a

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

Insp ID #:15571

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
846 York Creek Road
New Braunfels, TX 78130

Printed:6/9/2022
Site: 846 York Creek Road
New Braunfels, TX 78130

Permit #: **109559**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 1569
Contract Dates: 10/10/2019 - 10/10/2022
Scheduled Date: 6/10/2022 Inspection 8 of 9

GPS Coordinates - Latitude: 29.785745 Longitude: -98.017589

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 6/8/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Chris Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 12

Irrigation Pumps: Operational

For Tank 2: 6

Disinfection Device: Operational

For Tank 3: 1

Chlorine Supply: Operational

Chlorine Residual: .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

Service Completed

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

Insp ID #:18503

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

License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

Central Texas Aerobics, Inc.

2918 Dauer Ranch Rd.
New Braunfels, TX 78130

Phone: (830) 303-4065

www.septictex.com info@septictex.com

To: **Buttrum (Warehouse/Palm/Roofing)**
Attention: Kathy Lookadoo
9210 IH 35 N
New Braunfels, TX 78130

Printed: 8/17/2022 Main Phone: (830) 624-7030
Insp ID #: 16017 Work:
Cell Phone: (830) 624-7030
Alt Cell:

Permit #: **109559**
Agency: Comal County Office of Environmental Health
County: Comal County Office of Enviro
Mfg / Brand: MAXX Aire 800 - MAXX Aire 800 and Lift Station
Treatment Type: Aerobic
Disposal: Aerobic w/panels

Customer ID: 1116
Contract Dates: 7/1/2022 - 7/1/2023
Scheduled Date: 7/1/2022 Inspection 1 of 3
Aerator: MAXX Aire Installed: 10/2/2019
Warranty End: 10/2/2021

Service Type: Scheduled Inspection

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

Visit Date: 7/13/2022 Time In:

Method: Grab

Technician: Not Assigned

Maint. Provider: Wm. Kyle Johnson #MP1058

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 1

Floats: OP

Timer: OP

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Alarm: Operational

Comments

Service Completed

- STATE MAINTENANCE INSPECTION

C1=(GRAB) STRIP/DPD C12 - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Site: 910 York Creek Rd, New Braunfels, TX 78130

Provider: *Wm. Kyle Johnson*

Wm. Kyle Johnson

Central Texas Aerobics, Inc.

License Info: MP0001058 Expires: 12/31/2023

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

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

Printed:10/12/2022 Insp ID #:21705

Permit #: **109559**

To: Home Owner
846 York Creek Road
New Braunfels, TX 78130

Main Phone:
Work:
Cell Phone:
Alt Cell:

Customer ID: 1569

Contract Dates: 10/10/2019 - 10/10/2022

Scheduled Date: 10/10/2022

Inspection 9 of 9

Agency: Comal County
County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.785745 Longitude: -98.017589

Service Type: Scheduled Inspection

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

Visit Date: 10/12/2022

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Chlorine Residual: NA

Comments

customer hired another maintenance company

Service Completed

Site: 846 York Creek Road, New Braunfels, TX 78130

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

License Info: MP0001708 Expires:

CENTRAL TEXAS AEROBICS, INC

2918 Dauer Ranch Rd. New Braunfels, Tx 78130
Phone (830)303-4065 Fax (830)837-5573
www.septictex.com Email: info@septictex.com

E-Mail Mail to Co 11/8/2022
E-Mail Mail to CUST 11/8/2022
SAFE _____ QB
Received \$ 375.00 Ck# 3399
NEW _____ RENEWAL

RENEWAL State Maintenance and Inspection Agreement (COMMERCIAL)

General

(Wimberly Roofing, Warehouse & Palm Paradise)

This contract (herein referred to as this "Agreement") is entered into by **BUTTRUM CONSTRUCTION** hereinafter referred to as the "Customer") located at **910 York Creek Rd New Braunfels, Tx 78130 COMAL County** and Central Texas Aerobics, Inc. By this agreement Central Texas Aerobics, Inc. agrees to render professional service, as described herein, and the Customer agrees to fulfill the terms of this Agreement as described herein.

This contract will provide for all required inspections, testing and service on your **MAX AIRE 800** Aerobic Treatment System. The policy will include the following :

- 3 inspections a year (at least one every 4 months), over the one year period including inspection, adjustment, and servicing of the mechanical, electrical, and other applicable component parts to ensure proper function. This includes inspection of control panel, air pumps, air filter, diffuser operation and replacing or repairing any component not found to be operating correctly. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48 hour time frame.
- An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
- If any improper operation is observed which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date and cost of correction.
- Any additional visits, inspections, or sample collections required by specific Municipalities, Water/River Authorities, County Agencies, the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.
- Pumping of sludge build-up is not covered by this contract and will result in additional charges. Replacing of parts due to misuse/abuse will not be covered under this contract. The Owner assumes full responsibility for the cost of parts and labor.
- With STATE MAINTENANCE the customer is responsible for the chlorine tablets. They must be filled before the service visit. If not, the service representative will add them and you will be charged. The use of improper chlorine (such as swimming pool tablets) will VOID all warranties. The **MAX AIRE** Owners Manual must be strictly followed or warranties are subject to invalidation.
Initials of Central Texas Aerobics, Inc. X WA Initials of Owner X [Signature]
- If choosing the *EXPANDED CHLORINE PLACEMENT POLICY we will add necessary chlorine tablets and clean filters at each monthly service visit. Service calls and labor are included in this expanded contract (excluding misuse/abuse/over water usage.) If payments are not made on this policy, service will be suspended and Central Texas Aerobics, Inc. will immediately notify the appropriate health authority of this termination.
Initials of Central Texas Aerobics, Inc. ****NOT TAKEN **** Initials of Owner X ****NOT TAKEN****
- At the conclusion of the initial service policy, our Company will make available for purchase on an annual basis, a continuing service policy to cover normal inspections, maintenance and repair or an Expanded Chlorine Placement Policy. According to state law, ALL OWNERS OF AEROBIC SEPTIC SYSTEMS MUST maintain a TCEQ certified, factory authorized service provider for the lifetime of the system.

ACCESS BY CENTRAL TEXAS AEROBICS, Inc.

Central Texas Aerobics, Inc. or anyone authorized by them may enter the property at reasonable times without prior notice for the purpose of the above described Services. Central Texas Aerobics, Inc. may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil is to be replaced with the excavated material as best as possible.

PAYMENT FOR SERVICES

STATE MAINTENANCE: The Owner will pay compensation to Central Texas Aerobics, Inc. for the on-going 1 (one) year service contract in the amount of **\$375.00** (Three hundred and seventy-five dollars). This amount is to be paid **before** the contract is submitted to the respective county.

EXPANDED CHLORINE PLACEMENT POLICY: The Owner will pay Central Texas Aerobics, Inc. **NOT TAKEN** annually or **\$0.00** per month, if this **additional** coverage is selected. (This policy/price is **IN ADDITION** to the State Maintenance)



POSTED



SCANNED

EMAILED

11/8/22



With the *Expanded chlorine placement policy we will come out MONTHLY and chlorinate your aerobic system and clean filters at each service visit. Service calls and labor are included in this expanded contract (excluding misuse/abuse/over water usage.) Parts are offered to you at reduced rates. If payments are not made on this policy, service will be suspended and Central Texas Aerobics, Inc. will immediately notify the appropriate health authority of this termination

Please INITIAL here for this service X **NOT TAKEN**

Payments not received within 30 days of the due date will be subject to a \$20.00 late penalty or 15% per month carrying charge, whichever is greater.

TERMINATION OF AGREEMENT:

This agreement may be terminated by either party within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this agreement is so terminated, Central Texas Aerobics, Inc. will immediately notify the appropriate health authority of the termination.

LIMIT OF LIABILITY:

In no event shall Central Texas Aerobics, Inc. be liable for indirect, consequential, incidental or punitive damages, whether in contract tort or any other theory. In no event shall Central Texas Aerobic Inc.'s liability for direct damages exceed the price for the services described in this Agreement.

DISPUTE RESOLUTION:

If a dispute between the Customer and Central Texas Aerobics, Inc. arises that cannot be settled in good faith negotiations, then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

ENTIRE AGREEMENT:

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

SEVERABILITY:

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

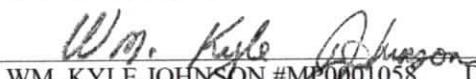
OWNER(S)

Buttrum Construction - (Warehouse, Paradise Palms
Wimberly Roofing & Office)
SITE: 910 York Creek Rd
New Braunfels, Tx 78130
830-624-7030


Signature of Owner(s) 10/29/22
Date

SERVICE PROVIDER

Central Texas Aerobics, Inc.
2918 Dauer Ranch Rd.
New Braunfels, Tx 78130
Phone: 830-303-4065


WM. KYLE JOHNSON #MP0001058 Date

Brand: Maxx Aire 800 and Lift Station

PERMIT: # 109559

COUNTY: COMAL

Date Installed: 10-2-2019

Billing Address if different from above: 9210 IH 35 North New Braunfels, Tx 78130

CERTIFIED & LICENSED MAINTENANCE PROVIDER: William Kyle Johnson LICENSE #MP0001058 #OS0005796

EFFECTIVE: 7-1-2022 to 7-1-2023

Central Texas Aerobics, Inc.

2918 Dauer Ranch Rd.
New Braunfels, TX 78130

Phone: (830) 303-4065

www.septictex.com info@septictex.com

To: **Buttrum (Warehouse/Palm/Roofing)**
Attention: Kathy Lookadoo
9210 IH 35 N
New Braunfels, TX 78130

Printed: 11/16/2022 Main Phone: (830) 624-7030
Insp ID #: 17151 Work:
Cell Phone: (830) 624-7030
Alt Cell:

Permit #: **109559**
Agency: Comal County Office of Environmental Health
County: Comal County Office of Enviro
Mfg / Brand: MAXX Aire 800 - MAXX Aire 800 and Lift Station
Treatment Type: Aerobic
Disposal: Aerobic w/panels

Customer ID: 1116
Contract Dates: 7/1/2022 - 7/1/2023
Scheduled Date: 11/1/2022 Inspection 2 of 3
Aerator: MAXX Aire Installed: 10/2/2019
Warranty End: 10/2/2021

Service Type: Scheduled Inspection

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

Visit Date: 11/16/2022 Time In:

Method: Grab

Technician: Not Assigned

Maint. Provider: Wm. Kyle Johnson #MP1058

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.2mg/L

Floats: OP

Timer: OP

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Alarm: Operational

Comments

Service Completed

- STATE MAINTENANCE INSPECTION

C1=(GRAB) STRIP/DPD C12

All tanks @ normal levels. System working properly. AD - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Site: 910 York Creek Rd, New Braunfels, TX 78130

Provider: *Wm. Kyle Johnson*

Wm. Kyle Johnson

Central Texas Aerobics, Inc.

License Info: MP0001058 Expires: 12/31/2023

Central Texas Aerobics, Inc.

2918 Dauer Ranch Rd.
New Braunfels, TX 78130

(830) 303-4065
www.septicex.com
info@septicex.com

Printed:1/5/2024

Permit: 109559

Site: 910 York Creek Rd, New Braunfels, TX 78130

Main Phone: 8306247030
Cell Phone: 8306247030

Buttrum (Warehouse/Palm/Roofing) - EXPIR

Attention:Kathy Lookadoo
9210 IH 35 N
New Braunfels, TX 78130

Agency: Comal County Office of Environmental Health
: Comal County Office of Enviro

System Info: MFG: MAXX Aire 800 Brand: MAXX Aire 800 and Lift Station Aerator: MAXX Aire Customer ID: 1116
Treatment Type: Aerobic Disposal Type: Aerobic w/panels Insp ID: 18781
Installed: 10/2/2019 Warranty Expiration: 10/2/2021
Visit Details ----->

Visit Date: 7/13/2023 Entered By: Chasity Schneider
Scheduled Date: 7/1/2023 Time In: Contract Starts: 7/1/2022
Entered On: Contract Ends: 7/1/2023 Agency Emailed: 1/5/2024
Visit Results ----->

Service Type: Scheduled Inspection Added Chlorine
Count: Inspection 4 of 3
Method: Grab License # Expires
Technician: Austin DeLaGarza 10/24/2022
Provider: Wm. Kyle Johnson #MP1058 MP0001058 12/31/2023 Service Completed

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational Floats: OP
Chlorine Residual: 1 Timer: OP
Chloring Amount Added: 0.2mg/L

Tank Lid / Riser: Secured
Electric Circuits: Operational
Distribution System: Operational
Drip/Sprayfield Veg: Operational
Alarm: Operational

Comments
- STATE MAINTENANCE INSPECTION
C1=(GRAB) STRIP/DPD C12 - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Provider: *Wm. Kyle Johnson* Technician: Cyndi Johnson
Wm. Kyle Johnson
Central Texas Aerobics, Inc.
License: Number: MP0001058 Exp: 12/31/2023 License: Number: Exp: 10/24/2022

Central Texas Aerobics, Inc.

2918 Dauer Ranch Rd.
New Braunfels, TX 78130

(830) 303-4065
www.septicex.com
info@septicex.com

Printed:1/5/2024

Permit: 109559

Site: 910 York Creek Rd, New Braunfels, TX 78130

Main Phone: 8306247030
Cell Phone: 8306247030

Buttrum (Warehouse/Palm/Roofing) - EXPIR

Attention:Kathy Lookadoo
9210 IH 35 N
New Braunfels, TX 78130

Agency: Comal County Office of Environmental Health
Comal County Office of Enviro

System Info: MFG: <u>MAXX Aire 800</u> Brand: <u>MAXX Aire 800 and Lift Station</u>	Aerator: <u>MAXX Aire</u>	Customer ID: <u>1116</u>
Treatment Type: <u>Aerobic</u> Disposal Type: <u>Aerobic w/panels</u>		Insp ID: <u>18280</u>
Installed: <u>10/2/2019</u> Warranty Expiration: <u>10/2/2021</u>		

Visit Details ←-----→

Visit Date: <u>3/16/2023</u>	Entered By: Tamara Martin	
Scheduled Date: <u>3/1/2023</u>	Time In:	Contract Starts: <u>7/1/2022</u>
Entered On:		Contract Ends: <u>7/1/2023</u> Agency Emailed: <u>1/5/2024</u>

Service Type: Scheduled Inspection

Count: Inspection 3 of 3

Method: Grab

License # Expires

Technician: Not Assigned

Provider: Wm. Kyle Johnson #MP1058

MP0001058

12/31/2023

Service Completed

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Floats: OP

Chlorine Residual: 0.2mg/L

Timer: OP

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Alarm: Operational

Comments

- STATE MAINTENANCE INSPECTION

C1=(GRAB) STRIP/DPD C12

All tanks @ normal levels. System working properly at the time of service - Technician Secured the Tank Lid and/or Riser prior to leaving location. -

The Agency was emailed a PDF Copy on 5/8/2023.

Provider: *Wm. Kyle Johnson*

Wm. Kyle Johnson

Central Texas Aerobics, Inc.

License: Number: MP0001058 Exp: 12/31/2023

Central Texas Aerobics, Inc.

2918 Dauer Ranch Rd.
New Braunfels, TX 78130

Phone: (830) 303-4065

www.septictex.com info@septictex.com

To: **Buttrum (Warehouse/Palm/Roofing)**
Attention: Kathy Lookadoo
9210 IH 35 N
New Braunfels, TX 78130

Printed: 5/8/2023 Main Phone: (830) 624-7030
Insp ID #: 18280 Work:
Cell Phone: (830) 624-7030
Alt Cell:

Permit #: **109559**
Agency: Comal County Office of Environmental Health
County: Comal County Office of Enviro
Mfg / Brand: MAXX Aire 800 - MAXX Aire 800 and Lift Station
Treatment Type: Aerobic
Disposal: Aerobic w/panels

Customer ID: 1116
Contract Dates: 7/1/2022 - 7/1/2023
Scheduled Date: 3/1/2023 Inspection 3 of 3
Aerator: MAXX Aire Installed: 10/2/2019
Warranty End: 10/2/2021

Service Type: Scheduled Inspection

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

Visit Date: 3/16/2023 Time In:

Method: Grab

Technician: Not Assigned

Maint. Provider: Wm. Kyle Johnson #MP1058

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.2mg/L

Inspector adds chlorine

Floats: OP

Timer: OP

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Alarm: Operational

Comments

Service Completed

- STATE MAINTENANCE INSPECTION

C1=(GRAB) STRIP/DPD C12

All tanks @ normal levels. System working properly at the time of service - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Site: 910 York Creek Rd, New Braunfels, TX 78130

Provider: *Wm. Kyle Johnson*

Wm. Kyle Johnson

Central Texas Aerobics, Inc.

License Info: MP0001058 Expires: 12/31/2023

CENTRAL TEXAS AEROBICS, INC.

2918 Dauer Ranch Rd. New Braunfels, Tx 78130
Phone (830)303-4065 Fax (830)837-5573
www.septictex.com Email: info@septictex.com

RENEWAL State Maintenance and Inspection Agreement (COMMERCIAL)

General

(Wimberly Roofing, Warehouse & Paradise Palm)

This contract (herein referred to as this "Agreement") is entered into by **BUTTRUM CONSTRUCTION** hereinafter referred to as the "Customer") located at **910 York Creek Rd. New Braunfels, Tx 78130 COMAL County** and Central Texas Aerobics, Inc. By this agreement Central Texas Aerobics, Inc. agrees to render professional service, as described herein, and the Customer agrees to fulfill the terms of this Agreement as described herein.

This contract will provide for all required inspections, testing and service on your **MAX AIRE 800** Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year (at least one every 4 months), over the one-year period including inspection, adjustment, and servicing of the mechanical, electrical, and other applicable component parts to ensure proper function. This includes inspection of control panel, air pumps, air filter, diffuser operation and replacing or repairing any component not found to be operating correctly. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date and cost of correction.
4. Any additional visits, inspections, or sample collections required by specific Municipalities, Water/River Authorities, County Agencies, the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.
5. Pumping of sludge build-up is not covered by this contract and will result in additional charges. The replacement of parts due to misuse/abuse will not be covered under this contract. The Owner assumes full responsibility for the cost of parts and labor.
6. With STATE MAINTENANCE the customer is responsible for the chlorine tablets. They must be filled before the service visit. If not, the service representative will add them, and you will be charged. The use of improper chlorine (such as swimming pool tablets) will VOID all warranties. The **MAX AIRE** Owner's Manual must be strictly followed or warranties are subject to invalidation.
Initials of Central Texas Aerobics, Inc. X WKG Initials of Owner X RL

7. If choosing the *EXPANDED CHLORINE PLACEMENT POLICY we will add necessary chlorine tablets and clean filters at each monthly service visit. Service calls and labor are included in this expanded contract (excluding misuse/abuse/over water usage.) If payments are not made on this policy, service will be suspended and Central Texas Aerobics, Inc. will immediately notify the appropriate health authority of this termination.
Initials of Central Texas Aerobics, Inc. ****NOT TAKEN **** Initials of Owner X ****NOT TAKEN****

8. At the conclusion of the initial service policy, our Company will make available for purchase on an annual basis, a continuing service policy to cover normal inspections, maintenance and repair or an Expanded Chlorine Placement Policy. According to state law, ALL OWNERS OF AEROBIC SEPTIC SYSTEMS MUST maintain a TCEQ certified, factory authorized service provider for the lifetime of the system.

ACCESS BY CENTRAL TEXAS AEROBICS, Inc.

Central Texas Aerobics, Inc. or anyone authorized by them may enter the property at reasonable times without prior notice for the purpose of the above-described Services. Central Texas Aerobics, Inc. may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil is to be replaced with the excavated material as best as possible.

PAYMENT FOR SERVICES

STATE MAINTENANCE: The Owner will pay compensation to Central Texas Aerobics, Inc. for the on-going 1 (one) year service contract in the amount of **\$400.00** (Four hundred dollars). This amount is to be paid **before** the contract is submitted to the respective county.

EXPANDED CHLORINE PLACEMENT POLICY: The Owner will pay Central Texas Aerobics, Inc. **NOT TAKEN** annually or **\$0.00** per month, if this **additional** coverage is selected. (This policy/price is **IN ADDITION** to the State Maintenance)

With the *Expanded chlorine placement policy we will come out MONTHLY and chlorinate your aerobic system and clean filters at each service visit. Service calls and labor are included in this expanded contract (excluding misuse/abuse/over water usage.) Parts are offered to you at reduced rates. If payments are not made on this policy, service will be suspended and Central Texas Aerobics, Inc. will immediately notify the appropriate health authority of this termination

Please INITIAL here for this service X ****NOT TAKEN****

Payments not received within 30 days of the due date will be subject to a \$20.00 late penalty or 15% per month carrying charge, whichever is greater.

TERMINATION OF AGREEMENT:

This agreement may be terminated by either party within ten days' written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this agreement is terminated, Central Texas Aerobics, Inc. will immediately notify the appropriate health authority of the termination.

LIMIT OF LIABILITY:

In no event shall Central Texas Aerobics, Inc. be liable for indirect, consequential, incidental or punitive damages, whether in contract tort or any other theory. In no event shall Central Texas Aerobic Inc.'s liability for direct damages exceeds the price for the services described in this Agreement.

DISPUTE RESOLUTION:

If a dispute between the Customer and Central Texas Aerobics, Inc. arises that cannot be settled in good faith negotiations, then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

ENTIRE AGREEMENT:

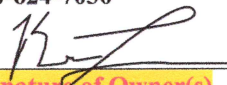
This agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement either written or oral.

SEVERABILITY:

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

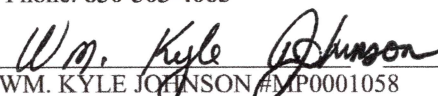
OWNER(S)

Buttrum Construction
SITE: 910 York Creek Rd
New Braunfels, Tx 78130
830-624-7030

X  _____ 6/25/2024
Signature of Owner(s) Date

SERVICE PROVIDER

Central Texas Aerobics, Inc.
2918 Dauer Ranch Rd.
New Braunfels, Tx 78130
Phone: 830-303-4065

 _____
WM. KYLE JOHNSON #MP0001058 Date

Brand: Maxx Aire 800 and Lift Station

PERMIT: # 109559

COUNTY: COMAL

Date Installed: 10-2-2019

Billing Address if different from above: 9210 IH 35 North New Braunfels, Tx 78130

CERTIFIED & LICENSED MAINTENANCE PROVIDER: William Kyle Johnson LICENSE #MP0001058 #OS0005796

EFFECTIVE: 7-1-2024 to 7-1-2025