

### License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:	10/13/2020		Permit Number:	109994
Location Description:	12565 FM 306 Canyon Lak			
	Subdivision: Unit: Lot: Block: Acreage:	Maricopa Ranch 3 1		
Type of System:	Aerobic Drip Irrigation			
Issued to:	OPG Overlook	Ridge Partners, LLC		

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

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

Alterations to this permit including, but not limited to:

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

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

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

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the

Licensing Authority Comal County Environmental Health

OS0032485

ENVIRONMENTAL HEALTH COORDINATOR

NYIRONMENTAL HEALTH INSPECTOR

OS0007722

Comal County Environmental Health OSSF Inspection Sheet						
Installer Name: SWOYER			OSSF Installer #:			
1st Inspection Date: $5/2$	1/20	2nd Inspection Da	nte: 9/24/20 3	rd Inspection Date: $10/13$	/20	
Inspector Name: CONNOR		Inspector Name:	Connor	Inspector Name: Conn	nor	
Permit#: 109994			Address: 12565 FM			
No. Description	Anwser	Citations	Notes	1st Insp.	2nd Insp. 3rd Insp.	
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	Х	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)(ii)		x		
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	Х	285.91(10) 285.30(b)(4) 285.31(d)		X		
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26) 3	X	285.32(a)(1)		х		
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	Х	285.32(a)(3)		x		
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	Х	285.32(a)(5)		X		
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)(F) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii) 285.32(b)(1)(E)(ii)(I)				
PRETREATMENT Grease Interceptors if required for commercial TANK SET. LEVEL.		285.34(d)	COVER			

9/24/20~ JC drip fields operational. Cover. Next inspection check dosing pumps and aerators.

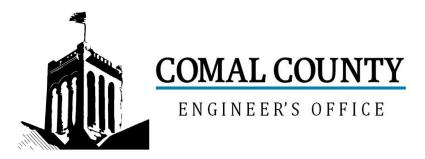
10/13/20 JC dosing pumps and aeration operational

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	SEPTIC TANK Tank(s) Clearly		285.32(b)(1)(E)		•		
	Marked SEPTIC TANK If		285.91(2)				
	SingleTank, 2		285.32(b)(1)(F)				
	Compartments Provided with		285.32(b)(1)(E)(iii)				
	Baffle SEPTIC TANK Inlet Flowline		285.32(b)(1)(E)(ii)(II)				
	Greater than		285.32(b)(1)(E)(ii)(l)				
	3" and " T " Provided on Inlet and		285.32(b)(1)(E)(i)				
	Outlet		285.32(b)(1)(D)				
	SEPTIC TANK Septic Tank(s) Meet		285.32(b)(1)(C)(ii)				
	Minimum Requirements		285.32(b)(1)(C)(i)				
			285.32(b)(1)(B)				
			285.32(b)(1)(A)				
			285.32(b)(1)(E)(iv)				
8							
	ALL TANKS Installed on 4" Sand						
	Cushion/ Proper Backfill Used	Х	285.32(b)(1)(F)		Х		
			285.32(b)(1)(G)		Λ		
9			285.34(b)				
5	SEPTIC TANK Inspection / Clean						
	Out Port & Risers Provided on						
	Tanks Buried Greater than 12"		285.38(d)				
	Sealed and Capped		200.00(0)				
10							
10	SEPTIC TANK Secondary restraint						
	system provided						
	SEPTIC TANK Riser permanently						
	fastened to lid or cast into tank						
	SEPTIC TANK Riser cap protected		285.38(d)				
	against unauthorized intrusions		285.38(d) 285.38(e)				
11			203.30(0)				
	SEPTIC TANK Tank Volume						
	Installed						
12	PUMP TANK Volume Installed						
13							
	AEROBIC TREATMENT UNIT Size						
	Installed	Х			Х		
		23					
14	AEROBIC TREATMENT UNIT						
	Manufacturer	Х		FUJI CLEAN 6000	Х		
	AEROBIC TREATMENT UNIT			ALL TANKS GOOD			
	Model	Х		ALL TANKS GOOD	Х		
15	Number						
12	DISPOSAL SYSTEM Absorptive		203.33(d)(4)				
			285.33(a)(1)				
			285.33(a)(2)				
16			285.33(a)(3)				
10	DISPOSAL SYSTEM Leaching		285.33(a)(1)				
	Chamber		285.33(a)(3)				
			285.33(a)(4)				
17			285.33(a)(2)				
1/	DISPOSAL SYSTEM Evapo-		203.35(a)(5)				
	transpirative		285.33(a)(4)				
	4		285.33(a)(1)				
18			285.33(a)(2)				
<u> </u>	ı			1	0		

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
		Х			Х	х	
19							
	DISPOSAL SYSTEM Soil		285.33(d)(4)				
20	Substitution		285.55(d)(+)				
	DISPOSAL SYSTEM Pumped		285.33(a)(3)				
	Effluent		285.33(a)(1)				
21			285.33(a)(2) 285.33(a)(3)				
	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(2)				
			285.33(a)(4)				
			285.33(a)(1)				
22			285.33(a)(3)				
	DISPOSAL SYSTEM Mound		285.33(a)(1)				
			285.33(a)(2)				
-			285.33(a)(4)				
23	DISPOSAL SYSTEM Other		205 22/4//2/				
	(describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
24	. ,,,,, 0 /		203.33(0)(4)				
24	DRAINFIELD Absorptive Drainline						
	3" PVC						
25	or 4" PVC						
26	DRAINFIELD Area Installed						
	DRAINFIELD Level to within 1 inch						
	per 25 feet and within 3 inches		285.33(b)(1)(A)(v)				
	over entire excavation						
27	DRAINFIELD Excavation Width						
	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth						
	DRAINFIELD Excavation						
	Separation DRAINFIELD Depth of						
	Porous Media						
	DRAINFIELD Type of Porous Media						
28							
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
	DRAINFIELD Leaching Chambers						
	DRAINFIELD Chambers - Open End						
	Plates w/Splash Plate, Inspection						
	Port & Closed End Plates in Place		285.33(c)(2)				
	(per manufacturers spec.)						
30							
	LOW PRESSURE DISPOSAL						
	SYSTEM Adequate Trench Length & Width, and Adequate						
	Separation Distance between		285.33(d)(1)(C)(i)				
	Trenches						
31							

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	EFFLUENT DISPOSAL SYSTEM Utilized						
	Only by Single Family Dwelling						
	EFFLUENT DISPOSAL SYSTEM Topographic Slopes						
	< 2.0% EFFLUENT DISPOSAL SYSTEM						
	Adequate Length of Drain Field (1000		285.33(b)(3)(A)				
	Linear ft. for 2 bedrooms or Less		285.33(b)(3)(A)				
	& an additional 400 ft. for each		285.33(b)(3)(B)				
	additional bedroom ) EFFLUENT DISPOSAL SYSTEM Lateral		285.91(13)				
	Depth of 18 inches to 3 ft. & Vertical		285.33(b)(3)(D)				
	Separation of 1ft on bottom and 2 ft. to		285.33(b)(3)(F)				
	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						
32							
	AEROBIC TREATMENT UNIT Is	x			x		
	Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
33	to Approved Ouldennes.						
	AEROBIC TREATMENT UNIT	х					
	Inspection/Clean Out Port &				x		
	Risers Provided						
	AEROBIC TREATMENT UNIT	х			37		
	Secondary restraint system				x		
	provided AEROBIC TREATMENT	x					
	UNIT Riser permanently fastened	~			x		
	to lid or cast into tank AEROBIC TREATMENT UNIT Riser						
	cap protected against	х			x		
34	unauthorized intrusions				21		
34	AEROBIC TREATMENT UNIT						
	Chlorinator Properly Installed with	x			x		
35	Chlorine Tablets in Place.						
	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						
36	Separate Circuit From Pump						
	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						
37	-						
-	PUMP TANK Secondary restraint						
38	system provided						
	PUMP TANK Electrical	x					
	Connections in Approved Junction	22				x	
39	Boxes / Wiring Buried						

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II)285.3 3(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)				10/13/20 x
40	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)				x x x
42	APPLICATION AREA Area Installed	х				х	
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



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

Permit Number:	109994
Issued This Date:	01/23/2020
This permit is hereby given to:	OPG Overlook Ridge Partners, LLC

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

12565 FM 306 CANYON LAKE, TX 78133

Subdivision:Maricopa RanchUnit:3Lot:1Block:Acreage:

### APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic Drip 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 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 No	vember 4, 2019		Permit #	189994
Owner Name	OPG OVERLOOK RIDGE PARTNERS, LLC	Agent Name	GREG W.	JOHNSON, P.E.
Mailing Address	227 N. SANTA FE, SUITE 310	Agent Address	170 HO	LLOW OAK
City, State, Zip	SALINA, KANSAS 67401	City, State, Zip	NEW BRAU	NFELS, TX 78132
Phone#		Phone #	(830)	905-2778
Email		Email	gregjohnso	npe@yahoo.com
All corresponden	ce should be sent to: 🗌 Owner 🔀 Agent	Both	Method: 🔲 Mail	Email
Subdivision Nam Acreage/Legal			Lot 1	Block
	tress 12565 FM 306		ANYON LAKE	Zip78133
Type of Develop	ment:			
Single Family				RECEIVED
	enstruction (House, Mobile, RV, Etc.)	5/5/1/1		NOVIO
	Bedrooms			NOV 1 2 2019
Indicate So	a Ft of Living Area			COUNTY ENGINEER
Non-Single	Family Residential			GINEER
(Planning mater	rials must show adequate land area for doubling th	e required land need	ed for treatment units	and disposal area)
Type of Fa	cility SENIOR LIVING	Sun and a subscription of		
	ctories, Churches, Schools, Parks, Etc Indi			
	ts, Lounges, Theaters - Indicate Number of S			
	el, Hospital, Nursing Home - Indicate Number			
Travel Trai	ler/RV Parks - Indicate Number of Spaces			
Miscellane	ous			
Estimated Cost of	of Construction: \$1,250,000(Struct	ure Only)		
Is any portion of	the proposed OSSF located in the United Sta	tes Army Corps of	Engineers (USACE)	flowage easement?
Yes 🛛 No	(if yes, owner must provide approval from USACE for	proposed OSSF impro	vements within the USA	CE flowage easement)
	Public Private Well Reinwater C Devices Being Utilized Within the Residence			
			,	
<ul> <li>Authorization is here site/soil evaluation</li> <li>I also understand the by the Comal Count</li> </ul>	auon, i cerury that: lication and all additional information submitted does no seby given to the permitting authority and designated age and inspection of private sewage facilities. hat a permit of authorization to construct will not be issue ty Flood Damage Prevention Order. ent to the online posting/public release of my e-mail add	ents to enter upon the a ad until the Floodplain A	bove described property	for the purpose of ned the reviews required
Signature of Owner	Seize	11/10/10 Date	and the state of the	Page I of 2
	195 David Jonas Dr., New Braunfels, Texas	78132-3760 (830) 608-2	2090 Fax (830) 608-2078	Revised April 2019

### MARICOPA RANCH, SECTION 3, LOT 1

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

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

Planning Materials & Sit	te Evaluation as Required Complet	ted By GREG W. JOHNSON, P.E.				
System Description	PROPRIETARY;	AEROBIC TREATMENT AND DRIP T	UBING			
Size of Septic System R	equired Based on Planning Materi	als & Soil Evaluation				
Tank Size(s) (Gallons)	3000 TRASH / 2-3000 AERATION / 2-3000 EQ / FUJI 6000 GPD / 2-3000 PUMP	Absorption/Application Area (Sq Ft)	25,600			
	n 5000 gallons per day are required to	o obtain a permit through TCEQ)				
	over the Edwards Recharge Zone? als must be completed by a Registere	☐ Yes X No d Sanitarian (R.S.) or Professional Engineer	RECEIVED (P.E.)) NOV 1 2 2019			
	Q approved WPAP for the property nall certify that the OSSF design compl	<b>y?</b> Yes X No ies with all provisions of the existing WPAP.)	COUNTYENO			
(If yes, the R.S. or P. E. sh	all certify that the OSSF design will co	ment activity require a TCEQ approved W mply with all provisions of the proposed WP has been approved by the appropriate region	PAP. A Permit to Construct will			
is the property located o	over the Edwards Contributing Zon	e? 🛛 Yes 🗌 No				
Is there an existing TCE	Q approval CZP for the property?	Yes X No				
(if yes, the P.E. or R.S. sha	all certify that the OSSF design compli-	es with all provisions of the existing CZP)				
If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? Yes X No (if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will) not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)						
Is this property withi	n an incorporated city? 🗌 Ye	No F OF TR	and the second se			
If yes, indicate the ci	ity:	GREG W. JOHN * GREG W. JOHN * * GREG W. JOHN * * GREG W. JOHN * * * GREG W. JOHN * * * * * GISTER * * * * * * * * * * * * *	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

November 1, 2019

Page 2 of 2 Revised July 2018

195 David Jonas Dr., New Braunfels, Texas 78132-3760 (830) 608-2090 Fax (830) 608-2078

**Date** 

### Greg W. Johnson, P.E.

170 Hollow Oak New Braunfels, Texas 78132 830/905-2778

October 30, 2019

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

RE: Septic Design -12565 FM306 MARICOPA RANCH, SECTION 3, LOT 1 CANYON LAKE, TX 78133 OPG OVERLOOK RIDGE PARTNERS, LLC

RECEIVED NOV **1 2** 2019 COUNTY ENGINEER

Ms. Ritzen / Hernandez

As per the requirements listed in Chapter 285.33(a)(6) the pipe that crosses drainage easements shall be sleeved with ASTM Schedule 40 pipe; the pipes shall be buried at least one foot below the surface and encased in concrete; the outside of the pipe shall have locator tape attached to the pipe; and markers shall be placed at the easement boundaries to indicate the location of the pipe crossing. Crossing is designed and will be constructed in a manner that protects the pipe and the drainage way from erosion.

If I can be of further assistance please contact me.

Respectfully yours,

Greg W. Johnson, P.E.



### AFFIDAVIT



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**OPG OVERLOOK RIDGE PARTNERS, LLC** 

THE CO	DUNTY	OF	COM	AI
STATE	OF TE	XAS		

### **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.

An OSSF requiring a maint §285.91(12) will be installed				Texas Administrative Code usert legal description):	COUNTY ENGINEER
3 UNIT/PHASE/SECTION	BLOCK	1	LOT	MARICOPA RANCH	SUBDIVISION
IF NOT IN SUBDIVISION:	ACREAG	E			SURVEY

The property is owned by (insert owner's full name):

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS ( DAY OF NOVEMPEN, 20 19

Beath Owner (s) Printed name (s) DAY OF SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 19 THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY ed and Recorded icial Public Records ture Bobbie Koepp, County Clerk County. Texas NOTARY PUBLIC - State of Kansas 19 12:04:20 PM APRIL ENGSTROM My Appt. Expires 0-1 adels 9060408 Sobbie Keepp (Notary Seal Here)



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

### MP#0001708 CHRISTOPHER RYAN SEIDENSTICKER

### Customer: OPG OVERLOOK RIDGE PARTNERS, LLC

PROPERTY LEGAL DESCRIPTION:	Site Address: 12565 FM 306			
MARICOPA RANCH, SECTION 3, LOT 1	City/State: CANYON LAKE, TX	<b>Zip</b> : 78133		
	County: COMAL Permit#:			
	Phone Number:			
	E-mail:			

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

RECENT

NOV 1 2 2019

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: 2 years from LTO

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

- COUNTER 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.
- Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual 4. 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.
- Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of 5. the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.
- IV. Payment(s): Client shall pay to Contractor \_\_included w/ install \_\_, for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client:

Contractor:

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

- 1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
- 2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly. and to allow Contractor ready access to all parts of the OSSF.
- 3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for onsite sewage facilities from the State and local regulatory agency.
- 4. To maintain the OSSF in accordance with manufacturer's recommendations.
- To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
   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.
- To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
   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.
- To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
   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 reasonableRECEIVED times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF times without prior notice for the purpose of performing the services described internet of the purpose of evaluations required by the 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 volve 1 2 2019 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.

COUNTY ENGINEER

- 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 abovedescribed Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor
- VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.
- X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.
- XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.
- XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.
- XIII. Waiver. Except as otherwise noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing, waiver or as a consent to or waiver of any subsequent breach hereof.

Client:

Contractor:

- XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
- XV. GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.

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

 Approved by Contractor.
 MP#0001708

 CHRISTOPHER RYAN SEIDENSTICKER

NOV 1 2 2019

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: February 11, 2019

Site Location: MARICOPA RANCH, SECTION 3, LOT 1 & , BEING 5.24 AC

Proposed Excavation Depth: \_\_\_\_N

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.

Locations of soil boring or dug pits must be shown on the site drawing.

For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the

proposed excavation depth. For surface disposal, the surface horizon must be evaluated.

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

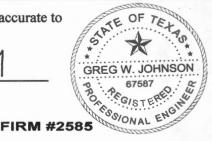
SOIL BORING N	NUMBER	1-3				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations RECEIVE
0 1 2 3 0-60"		CLAY	<30%	NONE OBERVED	NONE OBSERVED	NOV <b>1 2</b> 20 County Engine <b>BROWN</b>
4	III	LOAM				

SOIL BORING	NUMBER	4-6					
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations	
0 1 2 3 4 5	ш	SILTY CLAY LOAM	<30%	NONE OBSERVED	LIMESTONE @ 42"	BROWN	

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

Date



### **OSSF SOIL EVALUATION REPORT INFORMATION**

### Date: October 31, 2019 Applicant Information

Name:	OPG OVERLOOK RIDGE PARTNERS, LLC						
Address:		c/o 23011 FM 306					
	CANYON		State:	ТХ			
	: 78133		830-	-935-4936			

### **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:**

**Installer Information:** 

Lot 1 Unit Blk Subd MARICOPA RANCH, SECT	ION 3 Name:	GORD	ON PAUL	SWOY	ER	
Street Address: 12565 FM 306	Company	PAU	PAUL SWOYER SEPTICS			
City: CANYON LAKE Zip Code: 78133	Address:		23011 FN	M 306		
Additional Info.:	City:	CANYON LA	AKE	State:	ТХ	
	Zip Code:	78133	Phone	830-9	35-4936	
<b>Topography:</b> Slope within proposed disposal area:	2 %					
Presence of 100 yr. Flood Zone:		) <u>X</u>				
Existing or proposed water well in nearby area.	YESNO	X				
Presence of adjacent ponds, streams, water impoundments	YESNO	<u>X</u>				
Presence of upper water shed	YESNO	<u>X</u>				
Organized sewage service available to lot	YESNO	<u>X</u>			RECE	
					NOVIO	

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I HAVE PERFORMED A THOROUGH INVESTICATION 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. 67587 - F#2585

<u>/0/3///ς</u> DATE



### AEROBIC TREATMENT DRIP TUBING SYSTEM DESIGNED FOR: OPG OVERLOOK RIDGE PARTNERS, LLC c/o 23011 FM 306 CANYON LAKE, TEXAS 78133

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### **SITE DESCRIPTION:**

Located at 12565 F.M. 306, in Maricopa Ranch, Section 3, Lot 1, the proposed system will serve a Senior Living Facility situated in an area with deep depth Type III soils as described in the Soil Evaluation Report. Native grasses, Mountain Cedar, and Live Oak trees were found throughout this property. An aerobic treatment plant utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

### **PROPOSED SYSTEM:**

A four inch SCH-40 pipe discharges from the building to a 3000 gallon trash tank. Flow continues to a two 3000 gallon aeration tanks fitted with HiBlow HP200 aerators and air diffusers. Flow continues to a 6000 gallon Equalization tank comprised of 2-3000 gallon tanks manifolded together. Flow equalization tank is fitted with dual Liberty LE50 effluent pumps controlled by a dual alternating control panel with manual reset and cycle timer. Effluent is pumped equally to a 6000 gpd Fuji CE6000 aerobic plant. After treatment flow continues to a 6000 gallon pump tank, comprised of 2-3000 gallon tanks manifolded together. Tank is fitted with dual pumps. The well pumps are activated by a dual alternating time controller allowing the distribution twelve times per day with an 15 minute run time with float setting at 696 gallons. Flow pumped through a 1.5" Sch-40 PVC from each pump, with two pumps activating per cycle then alternating to the other two pumps. A high level audible and visual alarm will activate should the pump fail. Distribution from each pump is through a self flushing 100 micron Arkal 1.5" Super Filter, disk filter then through a 1.25" SCH-40 manifold to four 3200 linear feet of drip tubing fields set every two feet, as per the attached schematic. A pressure regulator Model PR30HF, installed in the pump tank on the manifold to the field, will maintain pressure at 30 psi. A 1.25" SCH-40 return line is installed to periodically flush the system by cycling a 1.25" ball valve. Solids caught in the spin filter are flushed continuously to the trash tank. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Check valves on the return line on each field will prevent the pressuring of resting zone. Field area will be scarified and built up with ~2" of Type II or Type III soil, then the drip tubing will be laid and capped with ~6" of Type II or Type III soil.

Tanks 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.

### **DESIGN SPECIFICATIONS:**

Daily waste flow: 2556 gpd w/ 42 residents @ 60 gpd & three staff employees at 12 gpd. Pretreatment tank size: 3000 Gal Aeration Tanks: 2-3000 gal fitted with HiBlow HP200 aerators and air diffusers Equalization tank: 6000 gal w/ 2 effluent pumps Liberty LE50 1/2hp or equiv. Plant Size: Fuji CE 6000 6000 gpd Aerobic Unit Pump tank size: 6000 Gal with dual pumps (2-3000 gal manifolded together) Pump requirement: Dual Liberty Model LE50 effluent pumps Reserve capacity after High Level: 850 Gal (>4hrs flow Req'd) Application Rate: Ra = 0.2 gal/sf Total absorption area: Q/Ra = 2556 GPD/0.2 = 12,780 sf. (Actual 25,600 sf) Total linear feet drip tubing: 12,800' *Netifim Bioline* drip tubing .61 GPH Pump requirement: 6400 emitters w/ 1600 emitters per 4 zones @.61 gph @30 psi = 16.3gpm Pump Requirement (cont.): (4 -Franklin C1 20XC1-05P4-W115 )

MINIMUM SCOUR VELOCITY (MSV) > 2 FPS IN DRIP TUBING W/ NOM. DIA. 0.55" ID MSV = 2 FPS ( $\Pi d^{1}2$ )/4\*7.48 gal/cf\*60 sec/min MSV = 2(3.14159((.55/12)<sup>1</sup>2)/4)\*7.48\*60 MSV = 1.5 gpm PER LINE \* 10 LINES = 15 GPM MIN FLOW RATE (Zone 1-4)

IN RETURN MANIFOLD W/ NOM. DIA 1.25" ID **MSV** = 2 FPS (Πd<sup>↑</sup>2)/4\*7.48 gal/cf\*60 sec/min **MSV** = 2(3.14159((1.25/12)<sup>↑</sup>2)/4)\*7.48\*60 **MSV** = 7.6 GPM

### PIPE AND FITTINGS:

All pipes and fittings in this drip tubing system shall be 1.5" & 1.25" schedule 40 PVC. All joints shall be sealed with approved solvent-type PVC cement. Clipper type cutters are recommended to prevent PVC burrs during cutting of pipes causing possible plugging. *Doubling of the treatment and field are included in the design.* 

### **MAINTENANCE SCHEDULE**

This system will require a continuous quarterly maintenance contract in which each component will be inspected to assure proper function, including aerators, filters, and effluent pumps.

### **LANDSCAPING**

Drip field area will be covered with Curlex and heavily seeded or sodded with grass and drip fields will be maintained with vegetation.

Designed in accordance with Chapter 285, Subchapter D, §285.30, §285.32 Texas Commission on Environmental Quality (Effective December 29, 2016)

//04/19 P.E. No. 67587 F#2585

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

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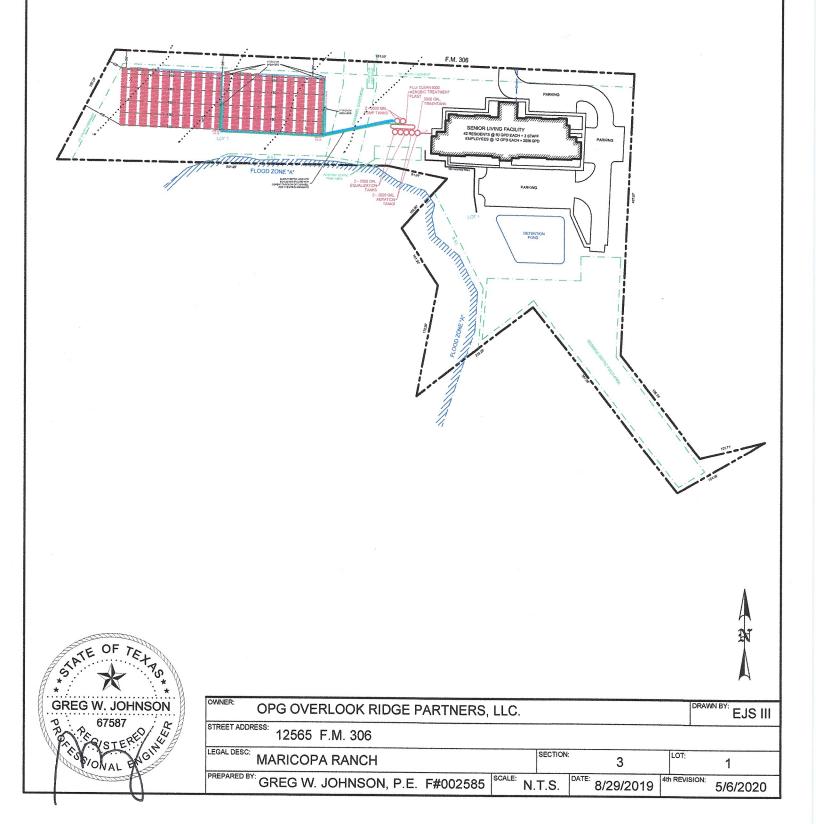


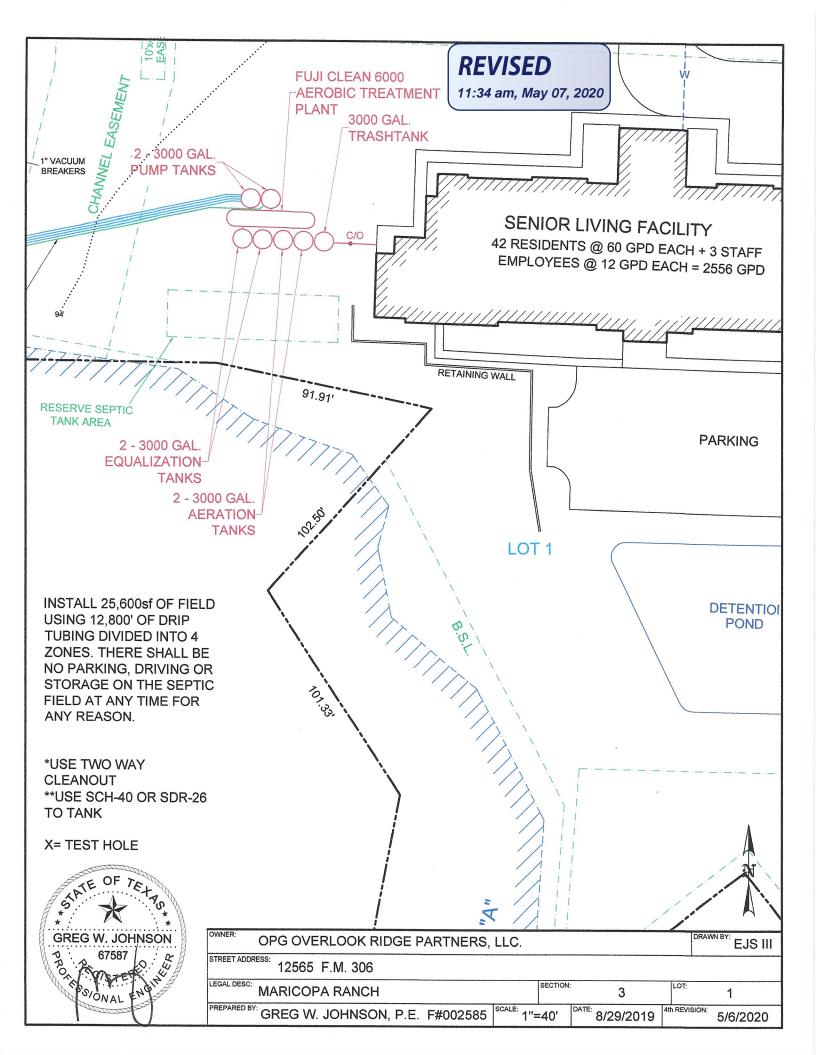
INSTALL 25,600sf OF FIELD USING 12,800' OF DRIP TUBING DIVIDED INTO 4 ZONES. THERE SHALL BE NO PARKING, DRIVING OR STORAGE ON THE SEPTIC FIELD AT ANY TIME FOR ANY REASON. **REVISED** 11:34 am, May 07, 2020

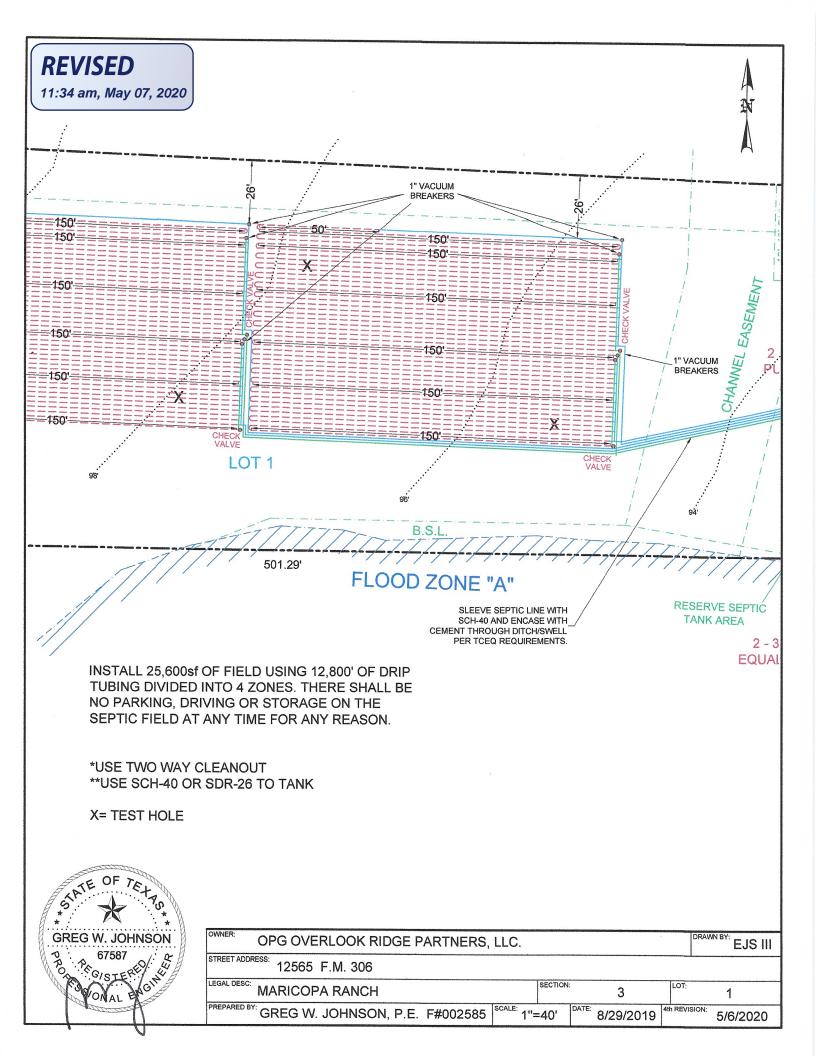
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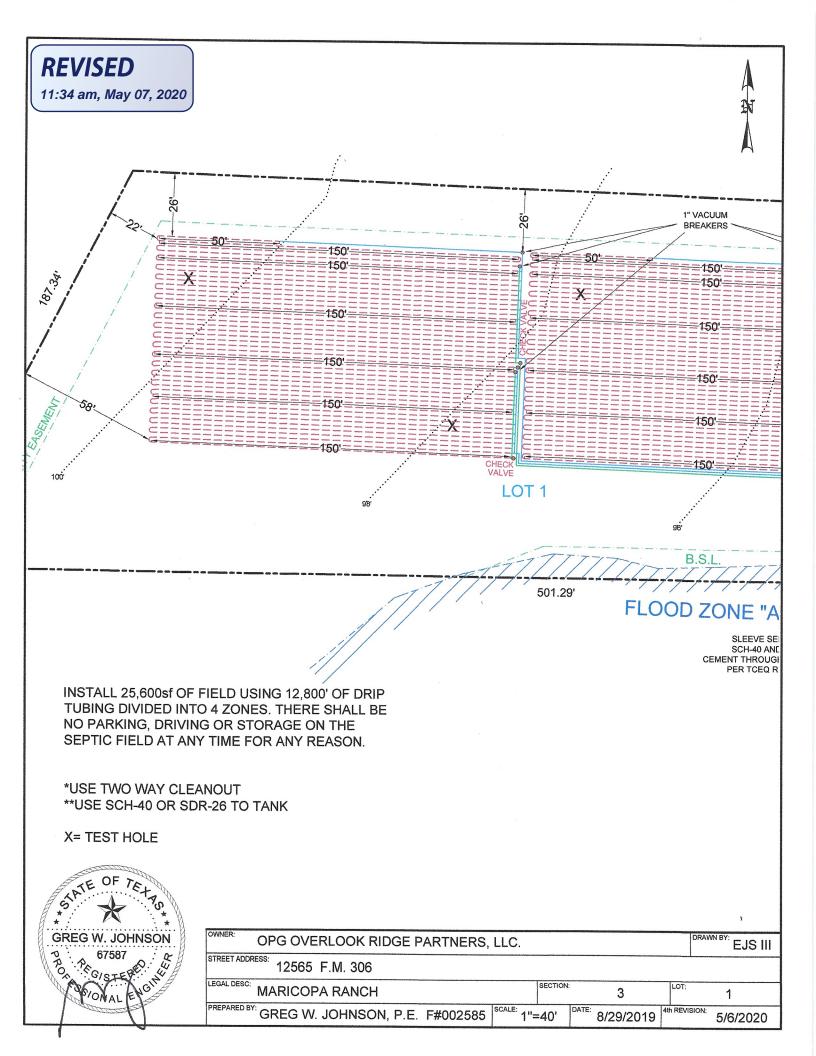
\*USE TWO WAY CLEANOUT \*\*USE SCH-40 OR SDR-26 TO TANK

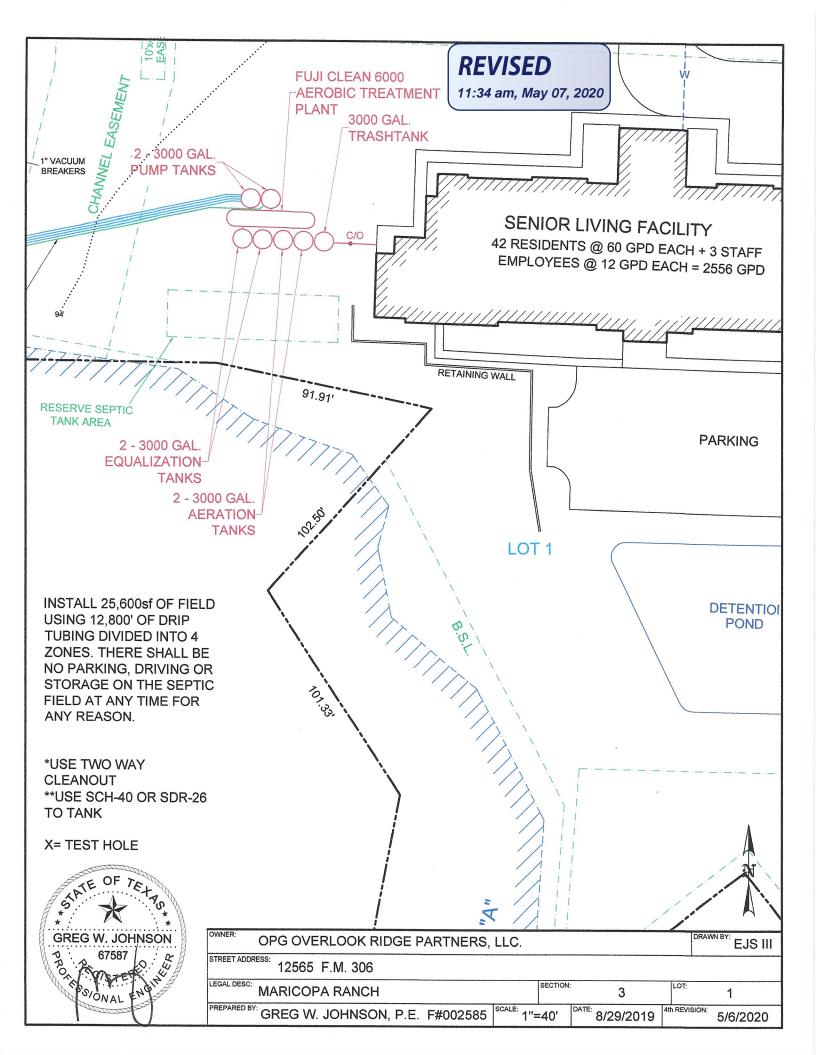
X= TEST HOLE





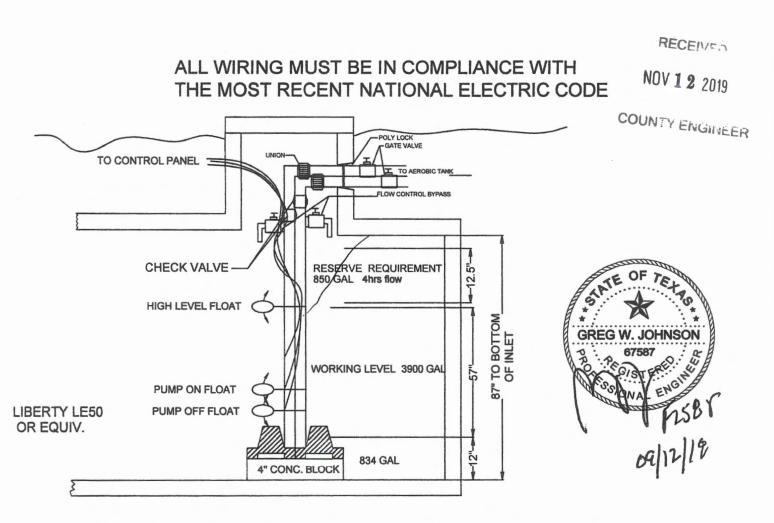






### TANK NOTES:

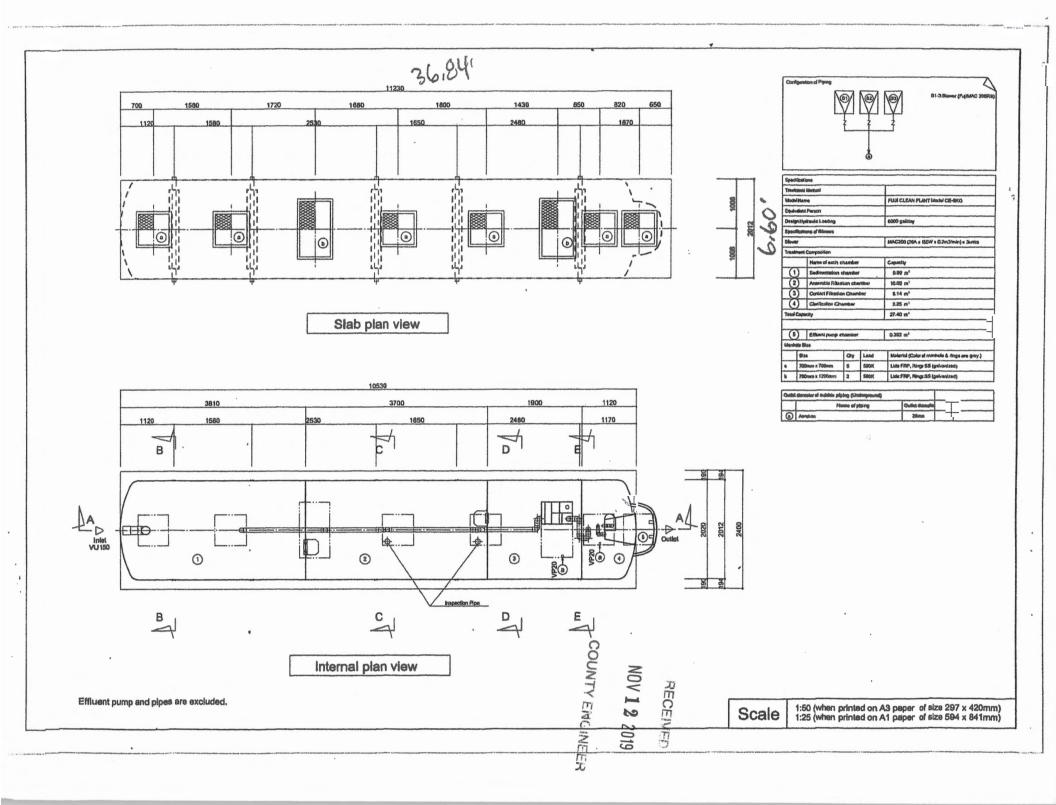
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks



## EQUALIZATION TANK 6000 GAL PUMP TANK VOLUME = 69 GAL/IN

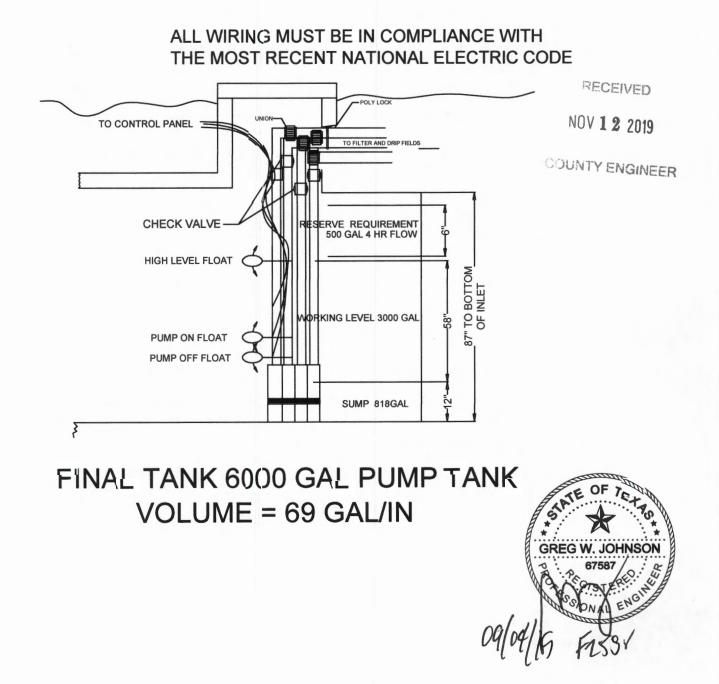
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### TANK NOTES:

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



# ARKAL

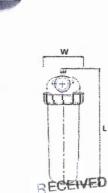
# Arkal 1<sup>1</sup>/<sub>2</sub>" Super Filter

### Catalog No. 1152 0\_\_\_

### Features

- A "T" shaped filter with two 1½" male threads.
- A "T" volume filter for in-line installation on 11/2" pipelines. .
- The filter prevents clogging due to its enlarged filtering area that collects 1 sediments and particles.
- Manufactured entirely from fiber reinforced plastic. .
- . A cylindrical column of grooved discs constitutes the filter element.
- A sealing spring keeps the discs compressed.
- Screw-on filter cover.
- Filter discs are available in various filtration grades.

Technical Data	\$	
	1½" BSPT (male)	11/2" NPT (male)
Inlet/outlet diameter	40 mm - nominal diameter	
	48.2 mm – pipe diameter (O. D.)	
Maximum pressure	10 atm	145 psi
Maximum flow rate	12 m <sup>3</sup> /h (2.22 l/sec)	52.8 gpm
General filtration area	500 cm <sup>2</sup>	77.5 in <sup>2</sup>
Filtration volume	600 cm <sup>3</sup>	37 in <sup>3</sup>
Filter length L	350 mm	13 25/32"
Filter width W	130 mm	5 3/32"
Distance between end connections A	200 mm	7 7/8"
Weight	1.51 kg	3.32 lbs.
Maximum temperature	70° C	158° F
pH	5-11	5-11



OUT

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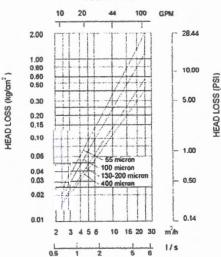
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### **Filtration Grades**

Blue	(400 micron / 40 mesh)
Yellow	(200 micron / 80 mesh)
Red	(130 micron / 120 mesh)
Black	(100 micron / 140 mesh)
Green	(55 micron)

#### **Head Loss Chart** FLOW RATE

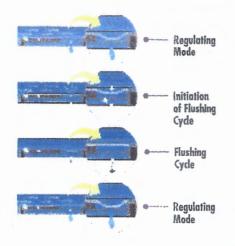


AK 1 1/2"SUPER 9605 71152EN 11/07

## **NETAFIM**

## Bioline Dripperline

### Pressure Compensating Dripperline for Wastewater



BioLine's Self-Cleaning, Pressure Compensating Dripper is a fully selfcontained unit molded to the interior wall of the dripper tubing.

As shown at left, BioLine is continuously self-deaning during operation, not just at the beginning and end of a cycle. The result is dependable, clog free operation, year after year.



### **Product Advantages**

#### The Proven Performer

- Tens of millions of feet used in wastewater today.
- · Bioline is permitted in every state allowing drip disposal.
- · Backed by the largest, most quality-driven manufacturer of drip products in the U.S.
- · Preferred choice of major wastewater designers and regulators.
- Proven track record of success for many years of hard use in wastewater applications.

#### Quality Manufacturing with Specifications Designed to Meet Your Needs

- Pressure compensating drippers assure the highest application uniformity even on sloped or rolling terrain.
- Excellent uniformity with runs of 400 feet or more reducing installation costs.
- . Highest quality-control standards in the industry: Cv of 0.25 (coefficient of manufacturer's variation).
- A selection of flows and spacings to satisfy the designer's demand for almost any application rate.

### Long-Term Reliability

- Protection against plugging:
  - Dripper inlet raised 0.27" above wall of tubing to prevent sediment from entering dripper.
  - Drippers impregnated with Vinyzene to prevent buildup of microbial slime.
  - Unique self-flushing mechanism passes small particles before they can build up.

#### **Root Safe**

- A physical barrier on each BioLine dripper helps prevent root intrusion.
- Protection never wears out never depletes releases nothing to the environment.
- Working reliably for up to 15 years in subsurface wastewater installations.
- Additional security of chemical root inhibition with Techfilter supplies Trifluralin to the entire system, effectively inhibiting root growth to the dripper outlets.



### Applications

- For domestic strength wastewater disposal.
- Installed following a treatment process.
- Can be successfully used on straight septic effluent with proper design, filtration and operation.
- Suitable for reuse applications using municipally treated effluent designated for irrigation water.

### **Specifications**

Wall thickness (mil): 45\* Nominal flow rates (GPH): .4, .6, .9\* Common spacings: 12", 18", 24"\* Recommended filtration: 120 mesh Inside diameter: .570\*

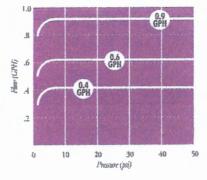
Color: Purple tubing indicates non-potable source

\*Additional flows, spacings, and pipe sizes available by request CEMTO Please contact Netafim USA Customer Service for details.

### NOV 1 2 2019

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### **BIOLINE** Flow Rate vs. Pressure





NETAFIM USA 5470 E. Home Ave. • Fresno, CA 93727 888.638.2346 • 559.453.6800 FAX 800.695.4753 www.netafimusa.com



Dripper Inint Filt

**Cross Section of Biolize Dripperline** 

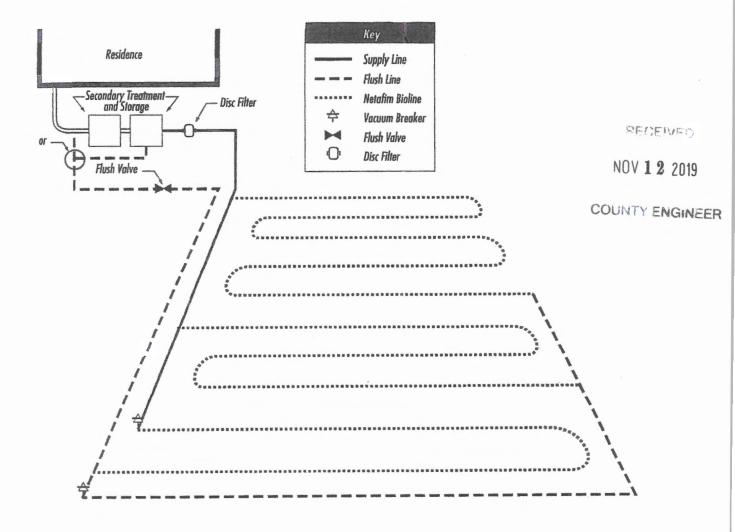
### NETAFIM WASTEWATER DISPERSAL SYSTEM DESIGN GUIDE

### SAMPLE

### **IRREGULAR FIELD SHAPE LAYOUT**

Triangular field with looping and varied positioning of flush manifolds;

- Can be used when site limitations dictate unequal dripperline length with respect to dispersal field length.
- Loop Bioline tubes in order to increase tube length and reduce the number of connections. Attempt to equalize all Bioline run lengths in order to provide an equal field flush.
- Flush Manifold may be located on the same or opposite side of supply manifold. In some cases
  it may be necessary to make one or more distal end connection to the flush line on an opposing
  side in order to balance dripperline lengths and limit the number of connections



28

The Pressure-Master **Regulator®** maintains a constant preset outlet pressure while handling inlet pressures up to 150 psi (10 bar)\*.

- · Above or below ground installation
- · Withstands severe water hammer
- · Very low hysteresis and friction losses
- 100% water-tested for accuracy
- Built for strength and durability using high-impact engineering-grade thermoplastics and top quality stainless steel components

\* PMR-LF & PMR-MF models only when equipped with a high pressure internal vane.



Restriction through a Senninger pressure regulator is negligible until the designed operating pressure is reached. At this point, the regulator goes into action and automatically maintains its designed downstream pressure to the nozzle or sprinkler head.

\*UTION: Pressure regulators should always be installed sown tream from all chut-riff valves.

### Low-Flow (PMR-LF) Performance<sup>1</sup>

 and the second se	and the second se	The second		and the second se	and the second se	and the second sec
Model Number	Oper	Preset Operating Pressure (psi) (bar)		low ange (U/s)	Inlet Sizes <sup>2</sup> (NPT)	Outlet Sizes <sup>3</sup> (NPT)
PMR - 6 LF PMR - 10 LF PMR - 12 LF PMR - 20 LF PMR - 20 LF PMR - 25 LF PMR - 30 LF PMR - 35 LF PMR - 40 LF	6 10 12 15 20 25 30 35 40	0.41 0.69 0.83 1.04 1.38 1.73 2.07 2.41 2.76	1/2 - 5 1/2 - 5 1/10 - 8 1/10 - 8 1/10 - 8 1/10 - 8 1/10 - 8 1/10 - 8 1/10 - 8	$\begin{array}{cccccccccccccccccccccccccccccccccccc$	3/4" F 3/4" F 3/4" F 3/4" F 3/4" F 3/4" F 3/4" F 3/4" F 3/4" F	3/4" F 3/4" F 3/4" F 3/4" F 3/4" F 3/4" F 3/4" F 3/4" F 3/4" F
			1	1		

Regulated pressures shown reflect increasing inlet pressure.

For decreasing inlet pressures, deduct 1/2 psi or 0.03 bar. <sup>2</sup> Inlet also available in 3/4" F hose thread. <sup>3</sup> Outlet also available in 3/4" M hose thread.

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### Medium-Flow (PMR-MF) Performance<sup>1</sup>

NOV 1 2 2019

Modei Number	Ope Pres	Preset Operating Flow Pressure Range				ENGINEER	
	(psi)	(bar)	(gpm)	(L/s)	(NPT)	(NPT)	
PMR - 6 MF	6	0.41	4 - 16	0.25 - 1.01	3/4" F, 1" F, 1" M	3/4" F. 1" F	
PMR - 10 MF	10	0.69	4 - 16	0.25 - 1.01	3/4" F, 1" F, 1" M	3/4" F, 1" F	
PMR - 12 MF	12	0.83	2-20	0.13 - 1.25	3/4" F, 1" F, 1" M	3/4" F, 1" F	
PMR - 15 MF	15	1.04	2 - 20	0.13 - 1.28	3/4" F, 1" F, 1" M	3/4" F, 1" F	
PMR - 20 MF	20	1.38	2 - 20	0.13 - 1.26	3/4" F, 1" F, 1" M	3/4" F, 1" F	
PMR - 25 MF	25	1.73	2 - 20	0.13 - 1.26	3/4" F, 1" F, 1" M	3/4" F. 1" F	
PMR - 30 MF	30	2.07	2-20	0.13 - 1.26	3/4" F, 1" F, 1" M	3/4" F, 1" F	
PMR - 35 MF	35	2.41	2 - 20	0.13 - 1.26	3/4" F, 1" F, 1" M	3/4" F. 1" F	
PMR - 40 MF	40	2.76	2 - 20	0.13 - 1.26	3/4" F, 1" F, 1" M	3/4" F, 1" F	
PMR - 50 MF	50	3.45	2 - 20	0.13 - 1.26	3/4" F. 1" F. 1" M	3/4" F, 1" F	
PMR - 60 MF	60	4.14	2 - 20	0.13 - 1.26	3/4" F, 1" F, 1" M	3/4" F, 1" F	

1 Regulated pressures shown reflect increasing inlet pressure.

For decreasing inlet pressures, deduct 1/2 psi or 0.03 bar.

### High-Flow (PR-HF) Performance<sup>1</sup>

Model Number	Preset Operating Pressure (psi) (bar)			low inge (L/s)	Inlet Sizes (NPT)	Outlet Sizes (NPT)
PR - 10 HF PR - 15 HF PR - 20 HF PR - 25 HF PR - 30 HF PR - 40 HF PR - 50 HF	10 15 20 25 30 40 50	0.69 1.04 1.38 1.73 2.07 2.76 3.45	10 - 32 10 - 32	0.63 - 2.02 0.63 - 2.02	1 ¼4" F 1 ¼4" F 1 ¼4" F	1******* ********

Regulated pressures shown reflect increasing inlet pressure. For decreasing inlet pressures, deduct 1/2 psi or 0.03 bar.

Page 1 - Senninger Irrigation Inc. (407) 293-5555 - Pressure-Master Regulators

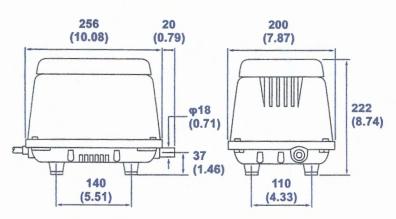
# **HP** series

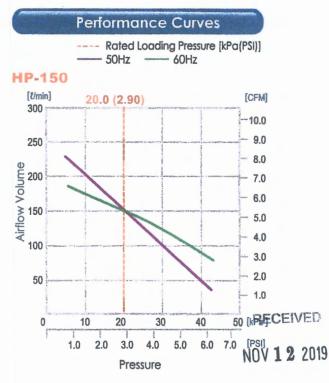
HIBLOW AIR PUMP

# HP-150, 200 PRESSURE TYPE

Dimensions

[Unit: mm(inch)]





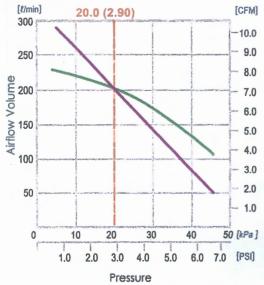
COUNTY ENGINEER

1

### Specifications

		HP-	150	HP-	200		
Rated Voltage	V	AC10	0/110-	120 / 22	0-240		
Power Supply Frequency	Hz	50	60	50	60		
Rated Loading Pressure	Rated Loading Pressure kPa			20.0			
Airflow Volume	₹/min	150		200			
Power Consumption	w	125	155	210	250		
Noise Level	dBA	45	47	46	48		
Weight	kg		9	.0			

### HP-200



Materials may be modified without notice.
 "HIBLOW" is a reaistered mark of Techno Takatsuki co., I

**www.hiblow-usa.com** 1300 Tefft Court, Suite 8 Saline, Michigan 48176 P: 734-429-5618 F: 734-944-5163

USA



### **OSSF DEVELOPMENT APPLICATION** CHECKLIST

Staff will complete shaded items

Date Received Initials

Permit Number

Instructions:

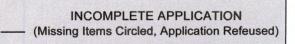
Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist must accompany the completed application.

oss	F Permit	
$\times$	Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility an	d License to Operate
$\times$	Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer	
$\times$	Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Plans of a scaled design and all system specifications.	ning Materials shall consist
$\times$	Required Permit Fee - See Attached Fee Schedule	
$\times$	Copy of Recorded Deed	
$\times$	Surface Application/Aerobic Treatment System	RECEIVED
	Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public	NOV 12 2019
	Signed Maintenance Contract with Effective Date as Issuance of License to Operate	COUNTY ENGINEER

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

Signature of Applicant

COMPLETE APPLICATION	
Check No	Receipt No



Revised: September 2019

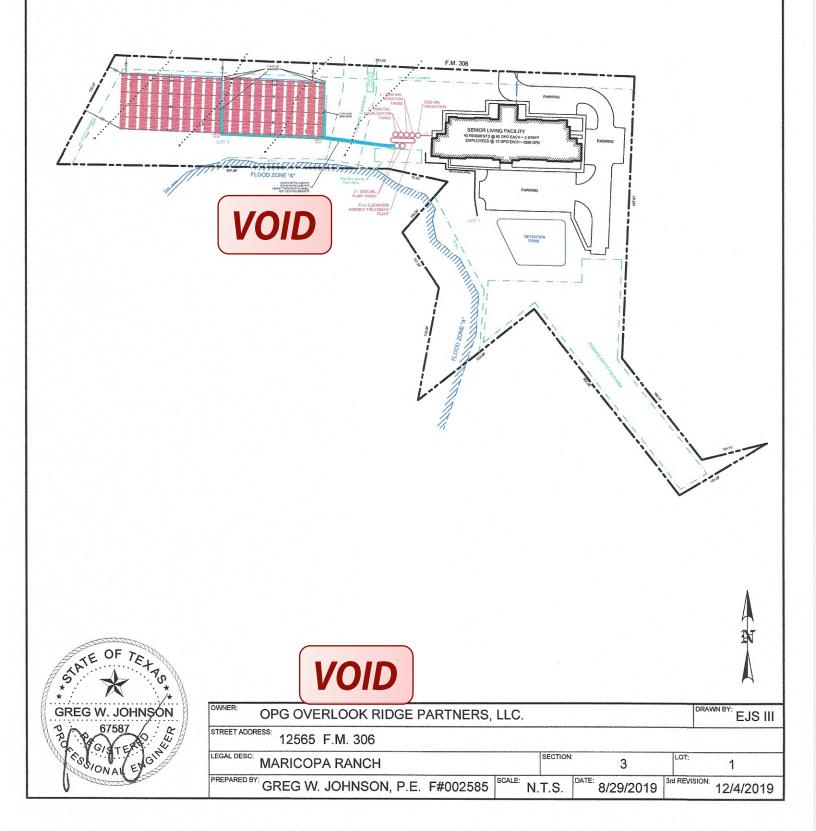
INSTALL 25,600sf OF FIELD USING 12,800' OF DRIP TUBING DIVIDED INTO 4 ZONES. THERE SHALL BE NO PARKING, DRIVING OR STORAGE ON THE SEPTIC FIELD AT ANY TIME FOR ANY REASON.

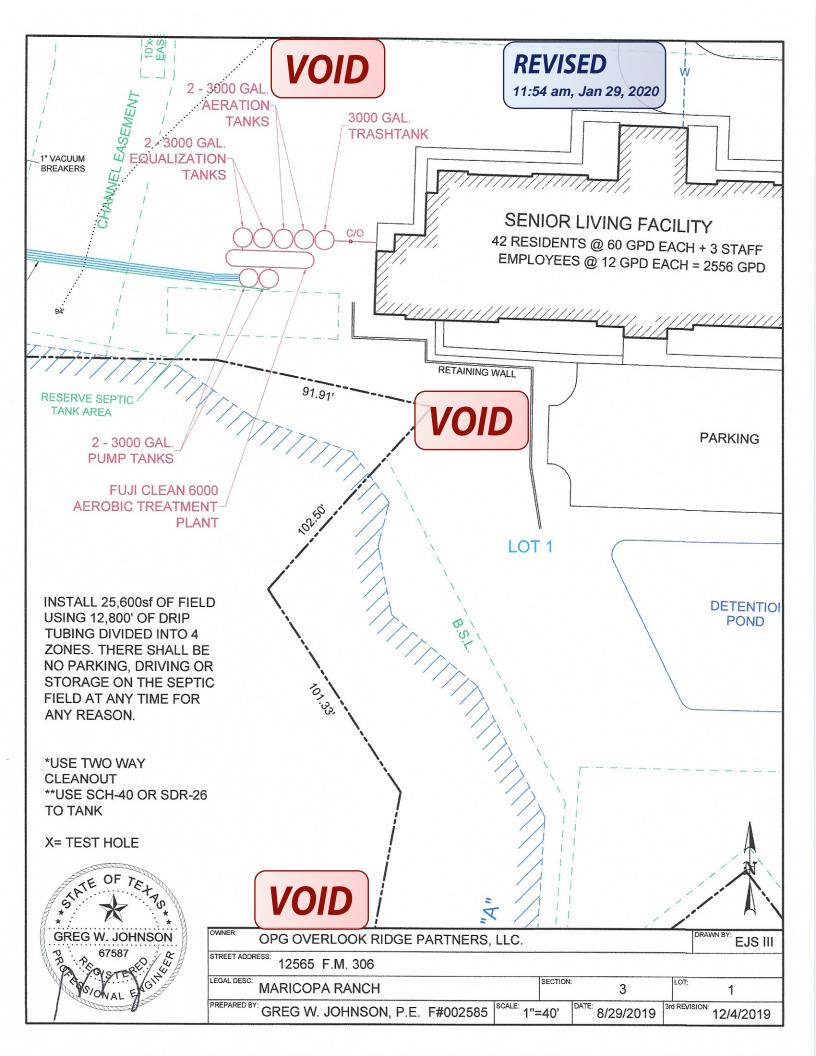


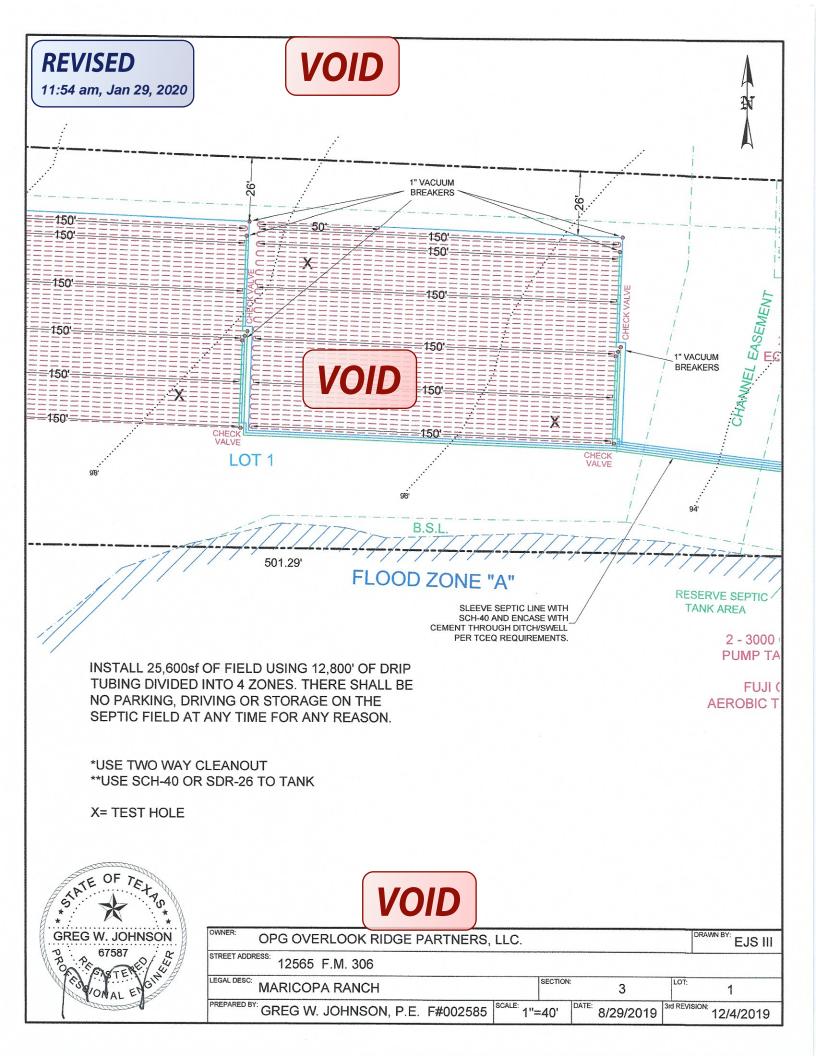
**REVISED** 11:54 am, Jan 29, 2020

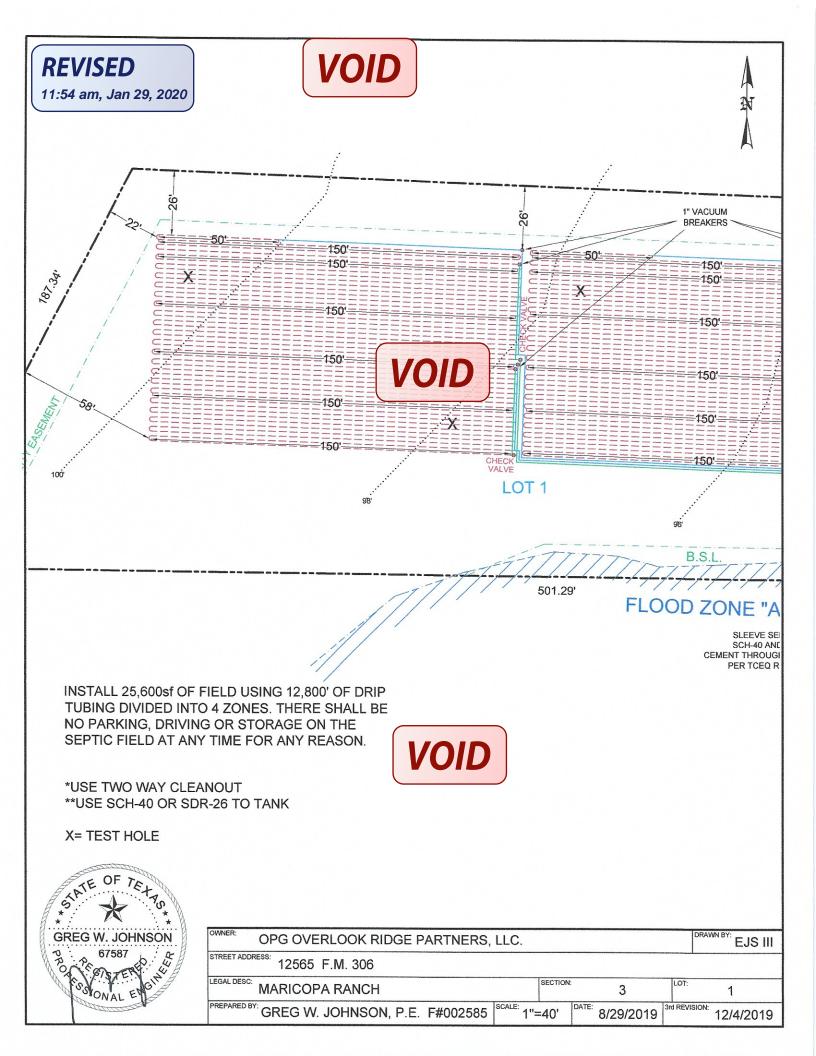
\*USE TWO WAY CLEANOUT \*\*USE SCH-40 OR SDR-26 TO TANK

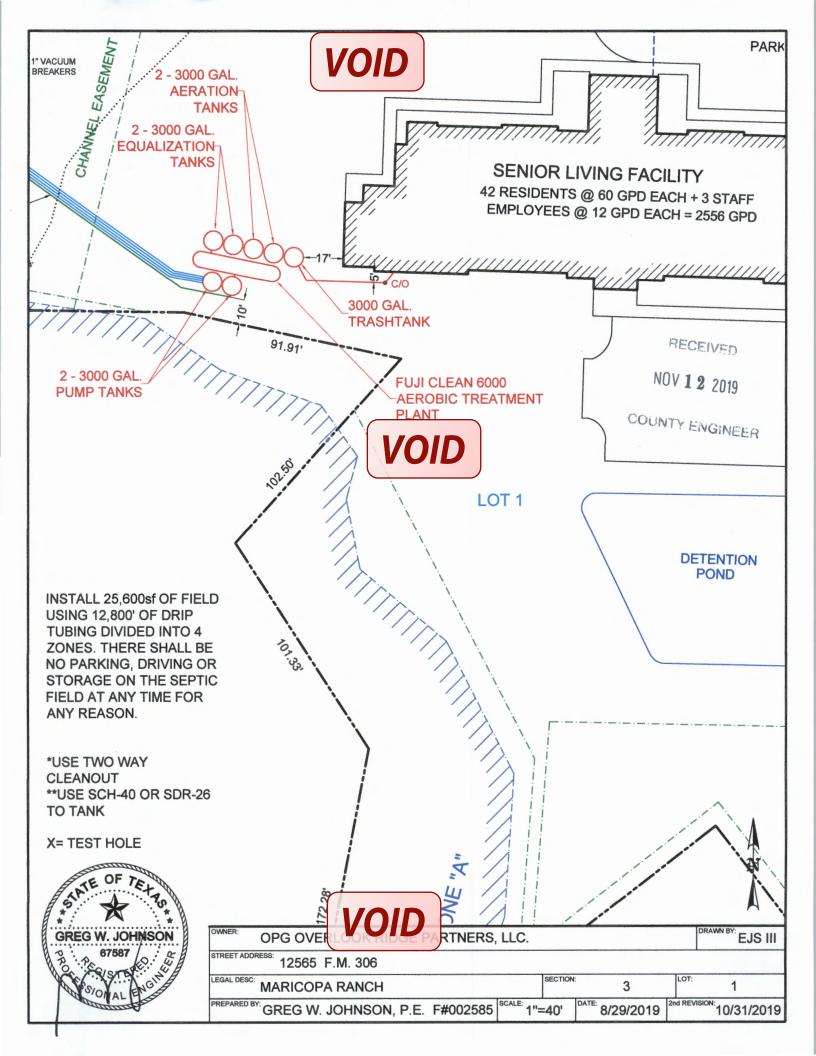
X= TEST HOLE

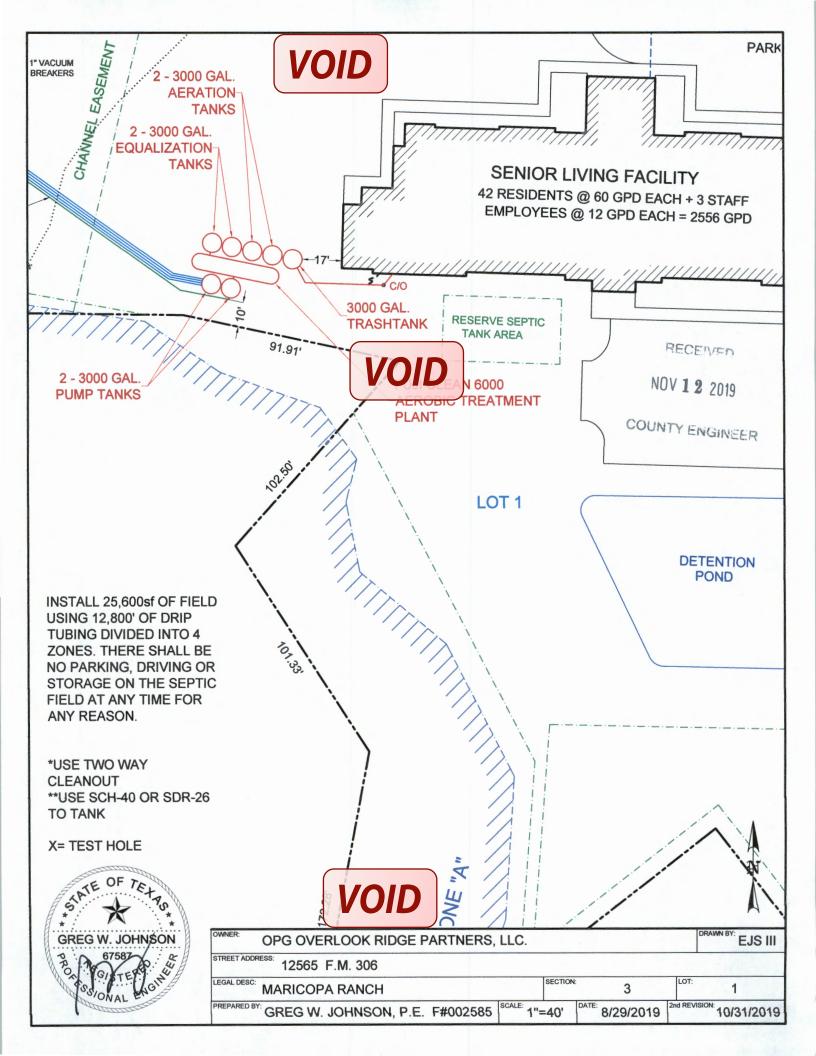








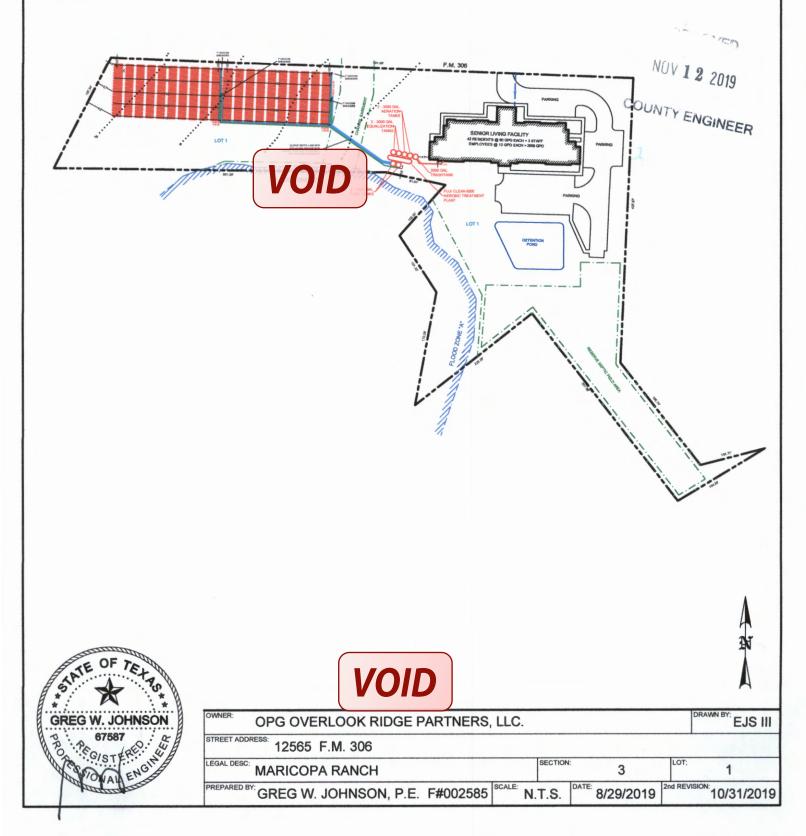




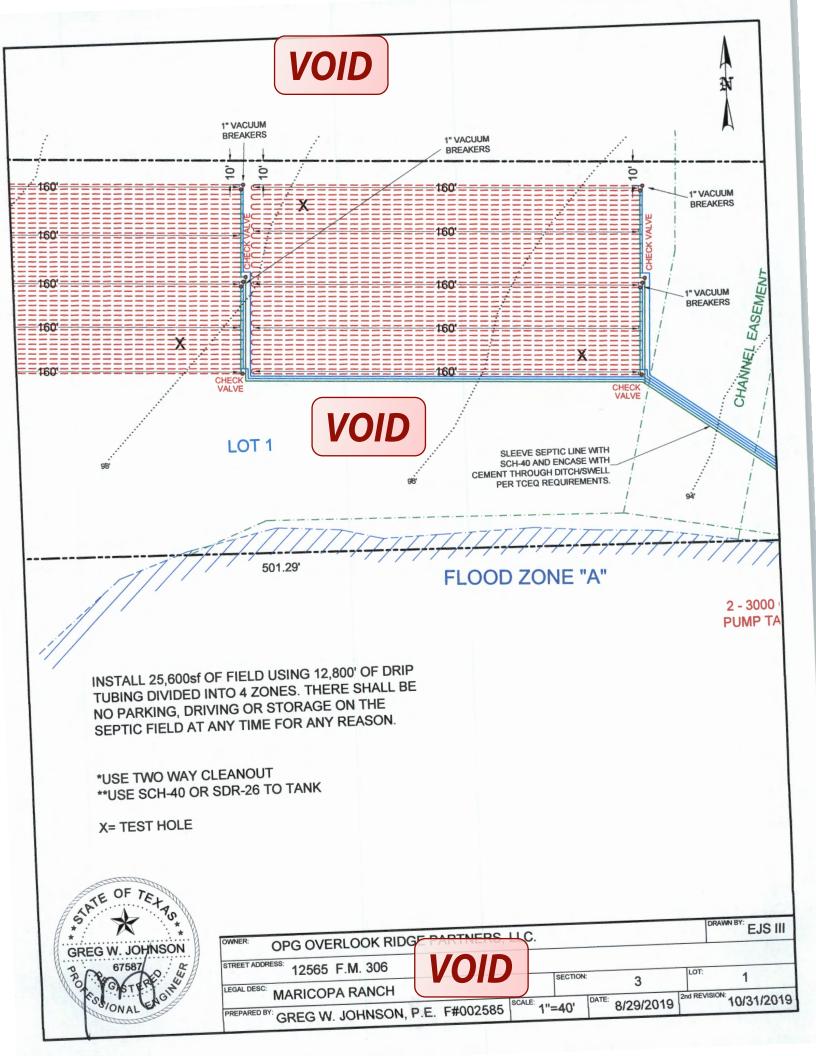
INSTALL 25,600sf OF FIELD USING 12,800' OF DRIP TUBING DIVIDED INTO 4 ZONES. THERE SHALL BE NO PARKING, DRIVING OR STORAGE ON THE SEPTIC FIELD AT ANY TIME FOR ANY REASON.

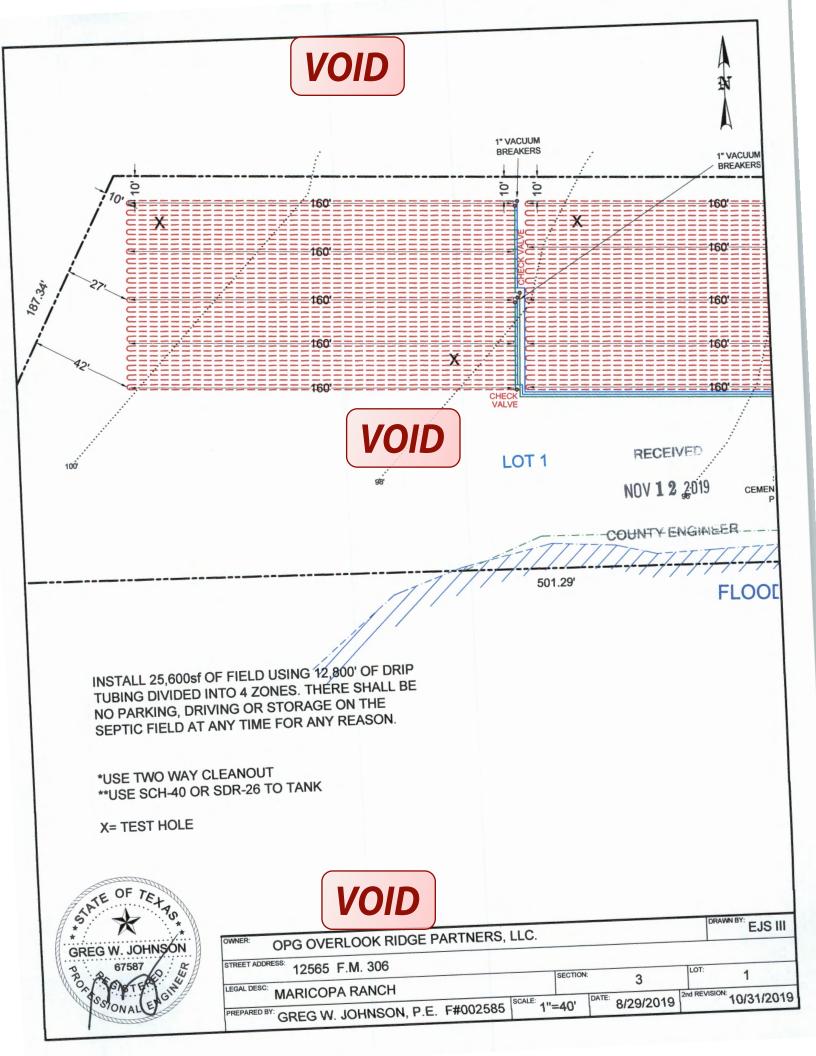
\*USE TWO WAY CLEANOUT \*\*USE SCH-40 OR SDR-26 TO TANK

X= TEST HOLE



VOID





### Hernandez, Sandra

From:Hernandez, SandraSent:Tuesday, November 26, 2019 12:20 PMTo:'Greg Johnson'Subject:109994 deficiency commentsAttachments:plat.pdf

RE: Maricopa Ranch, Unit 3, Lot 1

Greg,

We received planning materials for the referenced permit application on November 12, 2019 and found those planning materials to be deficient. In order to continue processing this permit, we need the following:

The recorded plat indicates that there is a  $10' \times 40'$  guying easement, and BSL/drainage easements on the property that are not shown on the site plan.

Indicate how equal distribution will be achieved.

3. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

### Thank you,

Sandra Ann Hernandez Envíronmental Health Asst. Comal County Engíneer's Office cceo.org 830-608-2090 (Ext. 3156)

#### 15/ITC/ 1844448 -COM/DPP

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.

#### SPECIAL WARRANTY DEED

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STATE OF TEXAS

KNOW ALL BY THESE PRESENTS:

THAT JANE R. LAPINSKI and J.E.R. PROPERTIES, LTD., a Texas limited partnership (collectively, the "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable consideration in hand paid by the OPG OVERLOOK RIDGE PARTNERS, LLC, a Texas limited liability company ("Grantee"), whose mailing address is 227 N. Santa Fe, Suite 310, Salina, Kansas 67401, the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold and conveyed, and by these presents does grant, sell and convey, unto Grantee:

- (a) The real property described in <u>Exhibit "A"</u> attached hereto and incorporated herein by reference for all purposes (the "Land"); together with
- (b) All right, title and interest in any and all development rights relating tom, associated with and/or appurtenant to the Land, including, but not limited to, all right, title and interest of Grantor in and to: (i) all improvements, fixtures, privileges and appurtenances thereto; (b) utilities, sewage treatment capacity, water capacity, drainage and detention rights, if any, to serve or which will serve the Land and improvements now or hereafter constructed thereon; (c) surveys, engineering, soils, seismic, geological and environmental reports, studies, certificates and other technical descriptions applicable to the Property; (d) warranties, guaranties, indemnities, claims and causes of action, to the extent applicable to the Land; (e) leases, licenses, permits, governmental approvals, bank accounts related to the Land's operations and reserves, utility commitments, utility rights, reimbursement rights, development rights or other similar rights; and (f) rights in and engineering and architectural plans and specifications;
- All right, title and interest of Grantor in any alleys, strips or gores of land, if any adjoining the Land ("Appurtenant Rights");
- (d) All right, title and interest of Grantor, if any, in and to any easements and rightsof-way rights of ingress or egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Land; and

(e) All right, title and interest to the service, equipment, supply, management, maintenance, utility, listing and other operating contracts relating to the land (the "Service Contracts").

The Land, improvements, Appurtenant Rights, Service Contracts and rights, the titles, interests and appurtenances thereto hereinabove described are hereafter collectively referred to as the "**Property**".

This Special Warranty Deed ("Deed") and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to those matters set forth on <u>Exhibit "B"</u> attached hereto and incorporated herein by reference for all purposes (the "Permitted **Exceptions**"), and to all regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relating to the Property. Mention of any Permitted Exceptions does not imply that same are valid as to the Property.

All ad valorem taxes and assessments for the Property for the year in which this Deed is executed have been prorated by the parties hereto, and Grantee hereby expressly assumes liability for the payment thereof. If such proration was based upon an estimate of such taxes and assessments for such year, then upon demand the parties hereto shall promptly and equitably adjust all such taxes and assessments as soon as actual figures for the Property for such year are available.

To have and to hold the Property, together with all and singular the rights and appurtenances hereto in anywise belonging unto Grantee, Grantee's successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular the Property unto Grantee against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, subject, however, to the Permitted Exceptions.

[Signature and Notary Page Follows]

2

Executed on the date of the acknowledgment below but effective as of the 3d day of  $Qc_1$ , 2019.

Jagenafie LAPINSKI, an individual

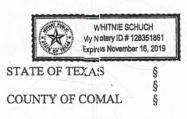
J.E.R. PROPERTIES, LTD., a Texas limited partnership

By: J.E.R. MANAGEMENT CO., LLC, a Texas limited liability company, its general partner

Jane R. Lapinski, Manager By

### STATE OF TEXAS COUNTY OF COMAL

This instrument was acknowledged before me on the <u>29</u><sup>th</sup> day of <u>October</u>, 2019 by Jane R. Lapinski.



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### Notary Public - State of Texas

This instrument was acknowledged before me on the <u>29th</u> day of <u>October</u>, 2019 by Jane R. Lapinski, Manager of J.E.R. Management Co., LLC, a Texas limited liability company, general partner of J.E.R. PROPERTIES, L.TD., a Texas limited partnership, on behalf of said limited liability company and limited partnership.

3

WHITINE SCHUCH My Notary ID # 128351861 Expires November 16, 2019

Notary Public - State of Texas

#### EXHIBIT "A"

### LEGAL DESCRIPTION OF THE LAND

Lot 1 and Lot 2 of Maricopa Ranch Subdivision, Section Three, a subdivision in Comal County, Texas, according to the plat thereof recorded in Document 201906026733,

#### **EXHIBIT "B"**

#### PERMITTED EXCEPTIONS

- Plat of Maricopa Ranch Subdivision, Section Three as recorded in Document No. 201906626733, Official Public Records, Comal County, Texas, and Development Restrictions in Document No. 20196024303, Official Public Records, Comal County, Texas.
- 2. Easements, setback lines and other matters shown or referenced on plat recorded in Document No. 201906026733, Official Public Records, Comal County, Texas ("Recorded Plat").
- 3. Channel Easement:

Recorded: To: Location: Volume 121, Page 540, Deed Records, Comal County, Texas State of Texas As shown on the Recorded Plat

4. Utility Easement:

Recorded: To: Location: County Clerk's File No. 201206040228 Pedernales Electric Cooperative, Inc. As shown on the Recorded Plat

> Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 10/30/2019 02:17:03 PM TERRI 5 Pages(s) 201906039099



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

> > Printed:2/2/2021

Site: 12565 FM 306

Canyon Lake, TX 78133

To: Home Owner 12565 FM 306 Canyon Lake, TX 78133

#### Permit #: 109994

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

Service Type: <u>Scheduled Inspection</u> Visit Date: <u>2/1/2021</u> Method: <u>Grab</u> Technician: Not Assigned Maint. Provider: Ryan Seidensticker Customer ID: 2062 Contract Dates: 10/13/2020 - 10/13/2023 Scheduled Date 2/13/2021 Inspection 1 of 36

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

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

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Color: Good Odor: Good

Comments

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

#### Owner signature:

Provider: Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires: Service Completed

nsp ID #:7890

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

Printed:4/6/2021 Site: 12565 FM 306

Canyon Lake, TX 78133

To: Home Owner 12565 FM 306 Canyon Lake, TX 78133

#### Permit #: 109994

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

Service Type: <u>Scheduled Inspection</u> Visit Date: <u>4/5/2021</u> Method: <u>Grab</u> Technician: Ryan Seidensticker Maint. Provider: Ryan Seidensticker

Sub: Maricopa Ranch

Customer ID: 2062 Contract Dates: 10/13/2020 - 10/13/2023 Scheduled Date 3/13/2021 Inspection 2 of 36

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

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

Comments Building is still vacant

**Owner signature:** 

Insp ID #:8811

Service Completed

Provider: Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires: Technician: Christopher Ryan Seidensticker PS Septic Supply & Service License Info: MP0001708 Expires: 9/1/2023

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

12565 FM 306 Canyon Lake, TX 78133

#### Permit #: 109994

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

Service Type: Scheduled Inspection

#### Visit Date: 5/26/2021

#### Method: Grab

Technician: Chris Zigalo Maint. Provider: Ryan Seidensticker Aerators: Operational

Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational Sludge Levels For Tank 1: 3

Sub: Maricopa Ranch

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.

**Owner signature:** 

Provider: Christopher Ryan Seidensticker **PS Septic Supply & Service** License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

Printed:5/27/2021 Site: 12565 FM 306 Canyon Lake, TX 78133

Customer ID: 2062 Contract Dates: 10/13/2020 - 10/13/2023 Scheduled Date 5/13/2021 Inspection 3 of 36

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

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

Service Completed

Insp ID #:9856

To: The Residences of Overlook

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

Printed:9/29/2021 Site: 12565 FM 306 Canyon Lake, TX 78133

Inspection 4 of 36

12565 FM 306 Canyon Lake, TX 78133

To: The Residences of Overlook

Permit #: 109994

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

Service Type: <u>Scheduled Inspection</u> Visit Date: <u>9/29/2021</u> Method: <u>Grab</u> Technician: Ryan Seidensticker Maint. Provider: Ryan Seidensticker Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u>

Sub: Maricopa Ranch

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

Contract Dates: 10/13/2020 - 10/13/2023

Customer ID: 2062

Scheduled Date 6/13/2021

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

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Color: Good Odor: Good

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

Alarm: Operational

Service Completed

**Comments** System functioning properly Cleaned drip filters - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:12042

Technician: Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires: 9/1/2023

Provider: Christopher Ryan Seidensticker **PS Septic Supply & Service** License Info: MP0001708 Expires:

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

Printed:3/24/2022

Site: 12565 FM 306

To: The Residences of Overlook 12565 FM 306 Canyon Lake, TX 78133

#### Permit #: 109994

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

Sub: Maricopa Ranch

Canyon Lake, TX 78133

Customer ID: 2062 Contract Dates: 10/13/2020 - 10/13/2023 Scheduled Date: 3/13/2022 Inspection 13 of 36

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

✓ This counts as a type of "Scheduled Inspection" Entered By: <u>Michelle Irvin</u>

### Service Type: Scheduled Inspection

### Visit Date: 3/23/2022

#### Method: Grab

Technician: Chris Zigalo Maint. Provider: Ryan Seidensticker

Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u>

Sludge Levels For Tank 1: <u>12</u> For Tank 2: <u>2</u>

Sprinkler Drip Backwash: Good

Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>

Color: Good Odor: Good

Tank Lid / Riser: Secured

Alarm: Operational

Comments

Scum = 2" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

✓ Service Completed

Insp ID #:16408

Provider: Christopher Ryan Seidensticker PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

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

Printed:4/21/2022

Site: 12565 FM 306

Canyon Lake, TX 78133

To: The Residences of Overlook 12565 FM 306 Canyon Lake, TX 78133

#### Permit #: 109994

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

Sub: Maricopa Ranch

### Service Type: Scheduled Inspection

### Visit Date: 4/20/2022

#### Method: Grab

Technician: Chris Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational

Sludge Levels For Tank 1: 16 For Tank 2: 8 For Tank 3: 2

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good Odor: Good

Alarm: Operational

Comments

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

Service Completed

Insp ID #:17179

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

License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

Customer ID: 2062 Contract Dates: 10/13/2020 - 10/13/2023 Inspection 14 of 36 Scheduled Date: 4/13/2022

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

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

To: The Residences of Overlook

Canyon Lake, TX 78133

12565 FM 306

Permit #: 109994

County:

Agency: Comal County

Mfg / Brand: - MAXX AIR Treatment Type: Aerobic

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

Printed:5/13/2022 Site: 12565 FM 306 Canyon Lake, TX 78133

Customer ID: 2062 Contract Dates: 10/13/2020 - 10/13/2023

Scheduled Date: 5/13/2022 Inspection 15 of 36

✓ This counts as a type of "Scheduled Inspection"

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

Entered By: Michelle Irvin

Service Type: Scheduled Inspection

### Visit Date: 5/12/2022

**Disposal: Surface Application** 

#### Method: Grab

Technician: Chris Zigalo Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational **Disinfection Device:** Operational Sludge Levels For Tank 1: 14 For Tank 2: 4 For Tank 3: 1

Sub: Maricopa Ranch

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

Service Completed

Insp ID #:17736

Provider: Christopher Ryan Seidensticker **PS Septic Supply & Service** License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

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

To: The Residences of Overlook 12565 FM 306 Canyon Lake, TX 78133

#### Permit #: 109994

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

Sub: Maricopa Ranch

Printed:6/23/2022 Site: 12565 FM 306 Canyon Lake, TX 78133

Customer ID: 2062 Contract Dates: 10/13/2020 - 10/13/2023 Inspection 16 of 36 Scheduled Date: 6/13/2022

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

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

### Service Type: Scheduled Inspection

### Visit Date: 6/23/2022

#### Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational **Disinfection Device:** Operational

For Tank 1: 10 For Tank 2: 2

Tank Lid / Riser: Secured Insp. Port / Plug: Secured

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

Alarm: Operational

#### Comments

✓ Service Completed

Scum on pretreatment 2" cleaned drip filter and backflushed drip field - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

Insp ID #:18983

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

License Info: MP0001708 Expires:

Sludge Levels

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

Printed:7/6/2022 Site: 12565 FM 306 Canyon Lake, TX 78133

#### To: The Residences of Overlook 12565 FM 306 Canyon Lake, TX 78133

#### Permit #: 109994

Agency: Comal County County: Sub: Maricopa Ranch Mfg / Brand: - MAXX AIR Treatment Type: Aerobic Disposal: Surface Application Customer ID: 2062 Contract Dates: 10/13/2020 - 10/13/2023 Scheduled Date: 7/13/2022 Inspection 17 of 36

GPS Coordinates - Latitude: 29.8645 Longitude: -98.1680

# Service Type: Scheduled Inspection Visit Date: 7/5/0000 Visit Date: 7/5/0000

## Visit Date: 7/5/2022

### Method: <u>Grab</u>

Technician: Chris Zigalo Maint. Provider: Ryan Seidensticker

Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Sludge Levels For Tank 1: <u>16</u> For Tank 2: <u>4</u> For Tank 3: <u>1</u>

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>

Color: <u>Good</u> Odor: <u>Good</u>

#### Alarm: Operational

#### Comments

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

Service Completed

Insp ID #:19256

**Provider:** Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

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

	Printed:9/27/2022	Insp ID #:21234	Permit #: <b>109994</b>	
To: The Residences of	Overlook		Main P	hone:
12565 FM 306				Work:
Canyon Lake, TX 7	78133		Cell P	hone:
			AI	t Cell:
			Customer ID: 206	62
Aganavi Camal County			Contract Dates: 10/13/2020 -	10/13/2023
Agency: Comal County County:	Sub: Maricopa Ranch		Scheduled Date: 9/13/2022	Inspection 19 of 36
Mfg / Brand: - MAXX AIR				Installed: 10/13/2020
Treatment Type: Aerobic			War	ranty End: 10/13/2023
Disposal: Surface Application	on	GPS Co	ordinates: Latitude: 29.8645 Longi	tude: -98.1680
Service Type: <u>Schedul</u> Visit Date: 9/27/202			✓ This counts as a type of " Entered By: <u>Nicole Lor</u>	

### Method: Grab

Technician: Not Assigned Maint. Provider: Ryan Seidensticker

Aerators: Operational	Sludge Levels	
Filters: Operational	For Tank 1: <u>18</u>	
Irrigation Pumps: Operational	For Tank 2: <u>N/A</u>	
Disinfection Device: Operational	For Tank 3: <u>4</u>	
	For Tank 4: <u>1</u>	

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

Alarm: Operational

#### Comments

✓ Service Completed

- Scum on pretreatment 3 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

Site: 12565 FM 306, Canyon Lake, TX 78133

Provider: Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires:

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

	Printed:10/13/2022	Insp ID #:21792	Permit #: <b>109994</b>	
To: The Residences of	Overlook		Main P	hone:
12565 FM 306				Work:
Canyon Lake, TX 7	8133		Cell P	hone:
			AI	t Cell:
			Customer ID: 206	62
A second Constru			Contract Dates: 10/13/2020 -	10/13/2023
Agency: Comal County County:	Sub: Maricopa Ranch		Scheduled Date: 10/13/2022	Inspection 20 of 36
Mfg / Brand: - MAXX AIR	Cust manoopa Manon			Installed: 10/13/2020
Treatment Type: Aerobic			War	ranty End: 10/13/2023
Disposal: Surface Application	n	GPS Co	ordinates: Latitude: 29.8645 Longi	tude: -98.1680
Service Type: <u>Schedule</u> Visit Date: <u>10/12/20</u>			This counts as a type of " Entered By: <u>Nicole Lor</u>	
Method: Grab				

Technician: Not Assigned Maint. Provider: Ryan Seidensticker

Aerators: Operational	Sludge Levels	
Filters: Operational	For Tank 1: <u>14</u>	
Irrigation Pumps: Operational	For Tank 2: <u>N/A</u>	
Disinfection Device: Operational	For Tank 3: <u>6</u>	

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

Alarm: Operational

#### Comments

✓ Service Completed

- Scum on pretreatment 3 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

Site: 12565 FM 306, Canyon Lake, TX 78133

**Provider:** Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires:

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

	Printed:12/5/2022	Insp ID #:23362	Permit #: <b>109994</b>	
To: The Residences of Ov	erlook		Main P	hone: (325) 763-9615
12565 FM 306			N N	Work:
Canyon Lake, TX 781	33		Cell P	hone:
			Alt	t Cell:
			Customer ID: 206	2
Agency: Comal County			Contract Dates: 10/13/2020 - 7	10/13/2023
County: Comal County	Sub: Maricopa Ranch		Scheduled Date: 11/13/2022	Inspection 21 of 36
Mfg / Brand: - MAXX AIR				Installed: 10/13/2020
Treatment Type: Aerobic			Warr	anty End: 10/13/2023
Disposal: Surface Application		GPS Co	ordinates: Latitude: 29.8645 Longit	ude: -98.1680
Service Type: Scheduled	Inspection		✓ This counts as a type of "S	
Visit Date: 12/1/2022			Entered By: Nick Zigald	
				y emailed to Customer
Method: <u>Grab</u>			Customer En	nailed: 12/5/2022
Technician: Nick Zigalo				
Maint. Provider: Ryan Seidensti	cker			
Aerators: Operational	Sludge Lev	els		

Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational

For Tank 1: 10

For Tank 3: 15

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

Tank Lid / Riser: Secured Insp. Port / Plug: Secured

Alarm: Operational

#### Comments

Service Completed

scum in trash tank is 5" - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 12/5/2022.

Site: 12565 FM 306, Canyon Lake, TX 78133

Provider: Christopher Ryan Seidensticker PS Septic Supply & Service License Info: MP0001708 Expires:

License Info: MT0002016 Expires: 12/31/2023

### Luna Environmental

4222 FM 482 New Braunfels, TX 78132

Printed:7/27/2023

sherrie@lunaenvironmental.com

### Permit: 109994

Site: 12565 FM 306, Canyon Lake, TX 78133 Main Phone: 3257639615

#### The Residences of Overlook 12565 FM 306 Canyon Lake, TX 78133

Agency: Comal County County: Comal County Subdivision: Maricopa Ranch

System Info: MFG: Brand: FUJI	CLEAN	Customer ID: <u>3461</u>
Treatment Type: Aerobic	Disposal Type: Drip Emitters	Insp ID: <u>30515</u>
Installed: <u>10/13/2020</u>	Warranty Expiration: <u>10/13/2021</u>	
Visit Details	Entered By: Ryan Seidensticker	<pre> &lt;&gt;   GPS Lat: 29.8645 GPS Long: -98.1680</pre>
Visit Date: <u>7/27/2023</u>	. ,	•
Scheduled Date: 5/13/2023	Contract Starts: <u>10/</u>	<u>13/2020</u>
Entered On: 7/27/2023	Contract Ends: <u>10/</u>	13/2023
Visit Results		
Service Type: Scheduled Ins	pection	
Count: Inspection 27 of 36		
Method: Grab	License # Expires	
Technician: Not Assigned		
Provider: Luna Environmenta	I, LLC	Service Completed
Aerators: Operational		
Filters: Operational		
Irrigation Pumps: Operational		
Disinfection Device: Operational		
	Tank Lid / Riser: Secured	
Electric Circuits: Operational	Insp. Port / Plug: Secured	
Distribution System: Operational	-	
Drip/Sprayfield Veg: Operational		

Alarm: Operational

#### Comments

Cleaned drip filter, backflsuhed drip field - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

### Luna Environmental

4222 FM 482 New Braunfels, TX 78132

Printed:8/21/2023

sherrie@lunaenvironmental.com

### Permit: 109994

Site: 12565 FM 306, Canyon Lake, TX 78133 Main Phone: 3257639615

### The Residences of Overlook 12565 FM 306 Canyon Lake, TX 78133

Agency: Comal County County: Comal County Subdivision: Maricopa Ranch

System Info: MFG: Brand: FUJ	II CLEAN	Customer ID: <u>3461</u>
Treatment Type: <u>Aerobic</u>	Disposal Type: Drip Emitters	Insp ID: <u>31646</u>
Installed: <u>10/13/2020</u>	Warranty Expiration: <u>10/13/2021</u>	
Visit Details	Entered By: Ryan Seidensticker	<pre> &lt;&gt;   GPS Lat: 29.8645 GPS Long: -98.1680</pre>
Visit Date: <u>8/21/2023</u>	. ,	GPS Lat. 29.8045 GPS LONG: -98.1080
Scheduled Date: 6/13/2023	Contract Starts: <u>10/13/2020</u>	
Entered On: <u>8/21/2023</u>	Contract Ends: <u>10/13/2023</u>	
Visit Results		
Service Type: Scheduled In	<u>spection</u>	
Count: Inspection 28 of 36		
Method: <u>Grab</u>	License # Expires	
Technician: Not Assigned		
Provider: Luna Environment	tal, LLC	Service Completed
Aerators: Operational		
Filters: Operational		
Irrigation Pumps: Operational		
Disinfection Device: Operational		
	Tank Lid / Riser: Secured	
Electric Circuits: Operational	Insp. Port / Plug: Secured	
Distribution System: Operational		
Drip/Sprayfield Veg: Operational		

Alarm: Operational

#### Comments

Cleaned drip filters, backflushed drip fields - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

### Luna Environmental

4222 FM 482 New Braunfels, TX 78132

Printed:9/22/2023

sherrie@lunaenvironmental.com

### Permit: 109994

Site: 12565 FM 306, Canyon Lake, TX 78133 Main Phone: 3257639615

#### The Residences of Overlook 12565 FM 306 Canyon Lake, TX 78133

Agency: Comal County County: Comal County Subdivision: Maricopa Ranch

System Info: MFG: Brand: FU	JI CLEAN		Customer ID: 3461
Treatment Type: Aerobic	Disposal Type: Drip Emitte	<u>rs</u>	Insp ID: <u>33254</u>
Installed: <u>10/13/2020</u>	Warranty Expiration: <u>10/13/2022</u>	<u>L</u>	
Visit Details	Entered By: Ryan Seidensticker		<pre> &lt;&gt;     GPS Lat: 29.8645 GPS Long: -98.1680</pre>
Visit Date: <u>9/22/2023</u>	Entered by. Ryan Seidensticker		-
Scheduled Date: 7/13/2023		Contract Starts: <u>10/13/2020</u>	Customer Emailed: <u>9/22/2023</u>
Entered On: <u>9/22/2023</u>		Contract Ends: <u>10/13/2023</u>	
Visit Results			
Service Type: Scheduled In	spection		
Count: Inspection 29 of 36			
Method: Grab	License #	Expires	
Technician: Zach Brown			
Provider: Luna Environmen	tal, LLC		Service Completed
Aerators: Operational	Sludge Level T	ank 1: <u>3</u>	
Filters: Operational			
Irrigation Pumps: Operational			
Disinfection Device: Operational			
	Tank Lid /	Riser: Secured	
Electric Circuits: Operational	•	Plug: Secured	
Distribution System: Operational			
Drip/Sprayfield Veg: Operational			

#### Alarm: Operational

#### Comments

Scum on pretreatment 3" one compressor is out, proposal sent - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 9/22/2023.

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

	Printed:1/4/2023	Insp ID #:24453	Permit #: <b>109994</b>	
To: The Residences of	Overlook		Main P	hone: (325) 763-9615
12565 FM 306			,	Work:
Canyon Lake, TX 7	'8133		Cell P	hone:
			Al	t Cell:
			Customer ID: 206	62
Agency: Comal County			Contract Dates: 10/13/2020 - 7	10/13/2023
County: Comal County	Sub: Maricopa Ranch		Scheduled Date: 12/13/2022	Inspection 22 of 36
Mfg / Brand: - MAXX AIR				Installed: 10/13/2020
Treatment Type: Aerobic			War	ranty End: 10/13/2023
Disposal: Surface Applicatio	n	GPS Co	ordinates: Latitude: 29.8645 Longit	tude: -98.1680
Service Type: <u>Schedul</u> Visit Date: <u>1/4/2023</u>	ed Inspection		✓ This counts as a type of "S Entered By: Ryan Seid	•

Method: Grab Technician: Not Assigned Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational

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

Alarm: Operational

Comments cleaned drip filters, backflushed drip field Service Completed

Site: 12565 FM 306, Canyon Lake, TX 78133

Provider: Christopher Ryan Seidensticker PS Septic Supply & Service License Info: MP0001708 Expires:

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

	Printed:1/24/2023	Insp ID #:25009	Permit #: <b>109994</b>	
To: The Residences of Ove	erlook		Main Ph	one: (325) 763-9615
12565 FM 306			V	/ork:
Canyon Lake, TX 7813	3		Cell Ph	one:
			Alt	Cell:
			Customer ID: 2062	2
Ageneur Comel County			Contract Dates: 10/13/2020 - 1	0/13/2023
Agency: Comal County County: Comal County	Sub: Maricopa Ranch		Scheduled Date: 1/13/2023	Inspection 23 of 36
Mfg / Brand: - MAXX AIR			I	nstalled: 10/13/2020
Treatment Type: Aerobic			Warra	anty End: 10/13/2023
Disposal: Surface Application		GPS C	ordinates: Latitude: 29.8645 Longitu	ıde: -98.1680
Service Type: <u>Scheduled</u>	Inspection		This counts as a type of "S	cheduled Inspection"
			Entered By: Ashley Spit	zenberger
Visit Date: <u>1/23/2023</u>			Сору	emailed to Customer
Method: <u>Grab</u>			Customer Em	ailed: 1/24/2023
Technician: Chris Zigalo				
Maint. Provider: Ryan Seidenstic	ker			
Aerators: Operational	Sludge Lev	els		
Filters: Operational	For Tan	k 1: <u>22</u>		
Irrigation Pumps Operational	For Tan	k 2. NA		

Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> For Tank 1: <u>22</u> For Tank 2: <u>NA</u> For Tank 3: <u>6</u> For Tank 4: <u>2</u>

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

Alarm: Operational

#### Comments

Service Completed

- Scum on pretreatment 3 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 1/24/2023.

Site: 12565 FM 306, Canyon Lake, TX 78133

Provider: Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023



# WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer		Residential Initial Contract
The Residences of Overlook		
Site Address		Agency
12565 FM 306, Canyon Lake, TX 78133		Comal County
Email	Phone	Permit Number
seldininvoices@opstechnology.com	(325) 763-9615	109994
System Details		
Treatment: Aerobic Drip Emitters / System: FUJI CLEAN 3000 Max GPD		

# **MAINTENANCE AGREEMENT**

#### I. General:

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

#### II. Dates & Fees:

This agreement commences upon receipt by the Contractor of notice that the Local Regulatory Agency has given final approval of the installation (for a new or modified system), or on 3/31/2025 for an existing system, provided the Contractor has received payment in full of Fee(s) as agreed herein. The fees for this agreement are \$995.00 and shall be prepaid per the payment terms outlined herein.

#### III. Renewal Terms:

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

#### IV. Services by Contractor:

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

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

- 5. Report to the appropriate regulatory agency and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory agency within 14 days.
- 6. Visit site within 48 hours of a service request.
- 7. Provide Customer Support line at (855) 560-9909

#### V. Client Responsibilities:

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

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

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

#### **VI. Authority**

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

#### **VII. Access By Contractor**

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

#### **VIII. Payment Terms:**

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

#### IX. Application or Transfer of Payment:

The Fee paid for this Agreement may transfer to the subsequent owner(s), however, this Agreement will not transfer. Client will advise subsequent owner(s) of the regulatory requirement for a replacement Agreement. Regulations require that replacement Agreements be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past-due obligations arising from this Agreement including late charges, returned check charges, and charges for repairs or services not paid within 10 days of invoicing. Unpaid balances on Client's account may lead to the extension of the monthly drafting or debiting program, if applicable, to complete payment of Client's account balance(s).

#### X. Termination of Agreement:

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

#### XI. Limitation of Liability:

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

#### XII. Severability:

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

Customer Name	Maintenance Provider Name LOGAN LEPPO License # MP0002494
Customer Signature	Maintenance Provider Signature