



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **06/10/2020** Permit Number: **110356**

Location Description: **1209 COVERED WAGON
SPRING BRANCH, TX 78070**

Subdivision: **Cypress Lake Gardens**
Unit: **Western Skies Section**
Lot: **13**
Block: **103**
Acreage:

Type of System: **Aerobic
Surface Irrigation**

Issued to: **Callan Homes Company, Inc.**

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

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

Alterations to this permit including, but not limited to:

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

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

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

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

Licensing Authority

Comal County Environmental Health

OS0034792

ENVIRONMENTAL HEALTH INSPECTOR

ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Greg Johnson OSSF Installer #: OS0005796

1st Inspection Date: 04-24-2020 2nd Inspection Date: 06-03-2020 3rd Inspection Date: 06-05-2020

Inspector Name: B.Olvera Inspector Name: B. Olvera Inspector Name: B.Olvera

Permit#: 110356 Address: 1209 Covered Wagon / Cypress Gardens

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	04-24-20	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		04-24-20		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot		285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

04-24-2020 BMO

Tank Set Level No Leaks
Operational
Ready for Cover
Rocks in Spray Area

06-03-2020 BMO

Covered
Rocks in Spray Area
Cover/Remove

06-05-2020 BMO

Rocks Still in Spray Area
Cover/Remove

06-10-2020 BMO

Covered

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	04-24-20	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		04-24-20		
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed			SA-600			
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number			Solar Air			
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	04-24-20	285.32(c)(1)		04-24-20		
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

**Comal County Environmental Health
OSSF Inspection Sheet**

Final

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	04-24-20	285.33(d)(2)(G)(iii)(II)285.33(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		04-24-20		
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				06-10-20
42	APPLICATION AREA Area Installed					06-03-20	
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 110356
Issued This Date: 02/14/2020
This permit is hereby given to: Callan Homes Company, Inc.

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

1209 COVERED WAGON
SPRING BRANCH, TX 78070

Subdivision: Cypress Lake Gardens
Unit: Western Skies Section
Lot: 13
Block: 103
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

Date December 16, 2019

Permit # 110356

Owner Name CALLAN HOMES COMPANY INC Agent Name GREG W. JOHNSON, P.E.
Mailing Address PO BOX Agent Address 170 HOLLOW OAK
City, State, Zip SAN MARCOS TEXAS 78667 City, State, Zip NEW BRAUNFELS, TX 78132
Phone# 830-387-0203 Phone # (830) 905-2778
Email jlosaw1979@gmail.com Email gregjohnsonpe@yahoo.com

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

Subdivision Name CYPRESS LAKE GARDENS WESTERN SKIES SECTION Unit/Phase/Section Lot 13 Block 103
Acreage/Legal
Street Name/Address 1209 COVERED WAGON City SPRING BRANCH Zip 78070

Type of Development:

[X] Single Family Residential

RECEIVED

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

FEB 04 2020

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1450

COUNTY ENGINEER

[] Non-Single Family Residential

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

Type of Facility

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

Restaurants, Lounges, Theaters - Indicate Number of Seats

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

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: \$ 190,000 (Structure Only)

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

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

Source of Water [X] Public [] Private Well

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

By signing this application, I certify that:

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

Signature of Owner [Handwritten Signature]

Date 01.31.2020

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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) SOLAR AIR SA600LP Absorption/Application Area (Sq Ft) 3926

Gallons Per Day (As Per TCEQ Table III) 240

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

RECEIVED

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

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

FEB 04 2020

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

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

COUNTY ENGINEER

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

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

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

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

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

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

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

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

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer (Handwritten signature)

Date January 30, 2020

AFFIDAVIT

THE COUNTY OF COMAL
STATE OF TEXAS



202006004476 02/05/2020 01:39:58 PM 1/1

Yes

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

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

II

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

UNIT/PHASE/SECTION 103 BLOCK 13 LOT _____ CYPRESS LAKE GARDENS, WESTERN SKIES SECTION SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY _____

The property is owned by (insert owner's full name): CALLAN HOMES COMPANY, INC.

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 31 DAY OF January, 2020

[Signature]
Owner(s) signature(s)

Jeannie Losaw - MANAGER
Owner (s) Printed name (s)

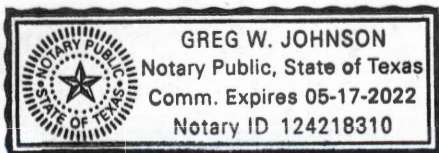
JEANNIE LOSAW
JANUARY, 2020

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 31 DAY OF

[Signature]
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
02/05/2020 01:39:58 PM
TERRI 1 Page(s)
202006004476



(Notary Seal Here)



Bobbie Koepf

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Date: 01/30/2020

AerobicSolutions.net office@aerobicolutions.net

To: CALLAN HOMES COMPANY, INC.
P.O. BOX 648
SAN MARCOS, TX 78667

Contract Period

Start Date:
End Date:

830-387-0203 / Subd: CYPRESS LAKE GARDENS,
Phone: WESTERN SKIES SECTION, BLOCK 103, LOT 13
Site: 1209 COVERED WAGON
County: COMAL
Installer: LOSAW
Agency: COMAL COUNTY
Mfg/Brand: / SOLAR AIR SA600 LP

Aerobic Septic Solutions
3 visits per year - one every 4 months

Map Key: 318 F4 ID: 1

Agreement

1. General: This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Aerobic Maintenance Solutions LLC (hereinafter referred to as Contractor), located at 4222 FM 482 New Braunfels, Texas 78132, (830-312-8776). 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. Effective Dates: If this is an Initial Contract, contract will be for two years and begins when the License To Operate (LTO) has been issued. A 30 day written notice is required if there is a cancellation before the year of the agreement is up. The written notice will be sent to the local regulatory Agency and any of the agreement unused funds is non-refundable.

Contractor or Client, if choosing to terminate the contract, must give the other and the local regulatory Agency written notice after Thirty (30) Days prior to the ending of the Contract.

IV. Services by Contractor: Contractor will provide the following services (Referred to as the "Services").

1. In compliance with the Local Regulatory Agency and Manufacture's requirements, inspect and perform routine maintenance and upkeep on all parts within the On-Site Sewage Facility (hereafter referred to as the "OSSF") three times per year. Contractor **does not** provide chlorine. Client is solely responsible for maintaining the chlorine in the chlorinator at all times.
2. Contractor will provide a weather proof tag on the control panel containing company name, phone number and inspection dates.
3. Contractor will do inspections 3 times a year, every 4 months.
4. Contractor will report all findings to the appropriate regulatory and authority and to the Client, as required by both the State's On-Site rules and the local Agency's rules. All findings must be reported to local Agency's within 14 days, email is acceptable.
5. The contractor's inspection will include the following; Effluent Quality (Color, Turbidity, overflow and Odor), Alarm Function Filters, Operation of Effluent Pump and Chlorine Availability in the Chlorinator, (BOD and TSS Annually on Commercial Accounts, Client is responsible for charges for test)
6. Contractor will respond to client calls and complaints, regarding visual or audible alarms, suspicious conditions and or problems that might confront the Client within 48 hours, excluding weekend and holidays. The Contractor will maintain a 24 hour answering service at 830-312-8776. The unscheduled responses may be billed to the client at going rate.

V. Clients Responsibilities:

1. Maintain Chlorinator and Proper Chlorine supply, if OSSF is equipped with.
2. Provide all necessary lawn or yard maintenance and remove all obstacles, including dogs and other animals as needed to allow the OSSF to function properly and to allow the Contractor easy and safe access to all parts of the OSSF.
3. Immediately notify the Contractor of any alarms or problems with, including failure of the OSSF.
4. Provide for pumping of tanks, generally every 3 years or as suggested by the Contractor at Clients own expense.
5. Contractor will not be responsible for any warranty work; Client must contact the Installer for Warranty Problems.
6. Not allow the backwash from water treatment of water conditioning equipment to enter the OSSF.
7. Maintain site drainage to prevent adverse effects on OSSF.
8. Promptly and fully pay Contractor's Bills, Fees or invoices as described herein.

VI. Contractor will schedule with client, dates to perform the above described Services of repairs. If Contractor is not able to access the site on the date of appointment, a charge of \$75.00 will be billed if the inspection for repairs is not able to be completed and are required to be scheduled on another date. The contractor requires access to the OSSF electrical and physical components, including tanks, by means of man ways or risers for the purpose of evaluation of system and equipment as required by the manufacturer and /or rules. If such man ways or risers are not in place, excavation together with other labor and materials will be required and be billed to the Client an additional service at a rate of \$50.00 per hour plus materials billed at list process. Excavated soil is to be replaced as best as reasonably possible.

VII. Payments: The fee for this agreement only covers the Services described herein. This fee does not cover equipment or labor supplied for non-warranty repairs or for charges for unscheduled Client, request trips to the Client's site of pumping of the OSSF. Payments not received within 10 days from the date will be subject to a \$30.00 late penalty and or a 1.5% carrying charge, whichever is greater, in addition to reasonable attorney's fees. And all cost of collection incurred by contractor in collection of any unpaid debt. Invoice due when service is completed. Contract fee is \$_____

VIII. 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 the 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.

Client Print Name: Jeannie Lowsaw Signature: Jeannie Lowsaw Date: 01.31.2020

Client Phone number Home _____ Work _____ Cell 830-387-0203

Email Address jlowsaw1979@gmail.com

Any Gate or Combo code for inspections _____

Contractor Aerobic Maintenance Solutions LLC

Signature: James H. Sickles Date: 2/4/2020
MP0000996 James H. Sickles

Signature: _____ Date _____
MP0000872 Juan M. Gonzales Jr

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

Date Soil Survey Performed: January 29, 2020

Site Location: CYPRESS LAKE GARDENS - WESTERN SKIES SECTION, BLOCK 103, LOT 13

Proposed Excavation Depth: N/A

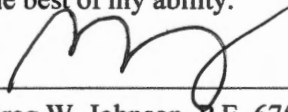
Requirements:

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

SOIL BORING NUMBER _____ SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 6"	DRK. BROWN
6"						
1						
2						
3						
4						
5						

SOIL BORING NUMBER _____ SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

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



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

01/29/2020

Date

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

January 30, 2020

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


RE- Septic Design
1209 COVERED WAGON
CYPRESS LAKE GARDENS,
WESTERN SKIES SECTION, BLOCK 103, LOT 13
SPRING BRANCH, TX 78070
CALLAN HOMES COMPANY, INC

Ms. Ritzen/Hernandez,

Due to the lack of available application area it is necessary to have the setback from the property line to the spray at ten feet as required by TCEQ Chapter 285 rules Table X. I hereby request a variance to the twenty foot setback to property lines as required by Comal County Order and equivalent protection will be maintained by including a battery backup to the timer clock to assure sprayers to only spray during the predawn hours. In my professional opinion this variance will not pose a threat to the environment or public health.

If I can be of further assistance please contact me.

Respectfully yours,



Greg W. Johnson, P.E., F#2585

01/30/2020
Date



OSSF SOIL EVALUATION REPORT INFORMATION

Date: January 31, 2020

Applicant Information:

Name: CALLAN HOMES COMPANY, INC.
Address: P.O. BOX 648
City: SAN MARCOS State: TEXAS
Zip Code: 78667 Phone: (830) 387-0203

Site Evaluator Information:

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

Property Location:

Lot 13 Unit _____ Blk 103 Subd. CYPRESS LAKE GARDENS - WESTERN SKIES SECTION
Street Address: 1209 COVERED WAGON
City: SPRING BRANCH Zip Code: 78070
Additional Info.: _____

Installer Information:

Name: _____
Company: _____
Address: _____
City: _____ State: _____
Zip Code: _____ Phone _____

Topography: Slope within proposed disposal area: 4 %

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

Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = _____ GPD _____

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

Number of Bedrooms the septic system is sized for: 3 Total sq. ft. living area 1450

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

Q = (3 +1)*75-(20%)= 240

Trash Tank Size 376 Gal.

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

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

Application Area Utilized = 3926 sq. ft.

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

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

Pump Tank Size = 778 Gal. 18.75 Gal/inch.

Reserve Requirement = 80 Gal. 1/3 day flow.

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

With Chlorinator NSF/TCEQ APPROVED

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

Two way cleanout

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

1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

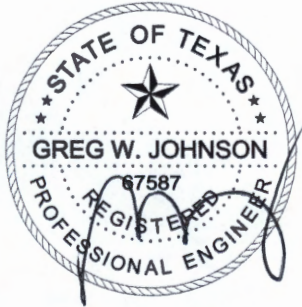
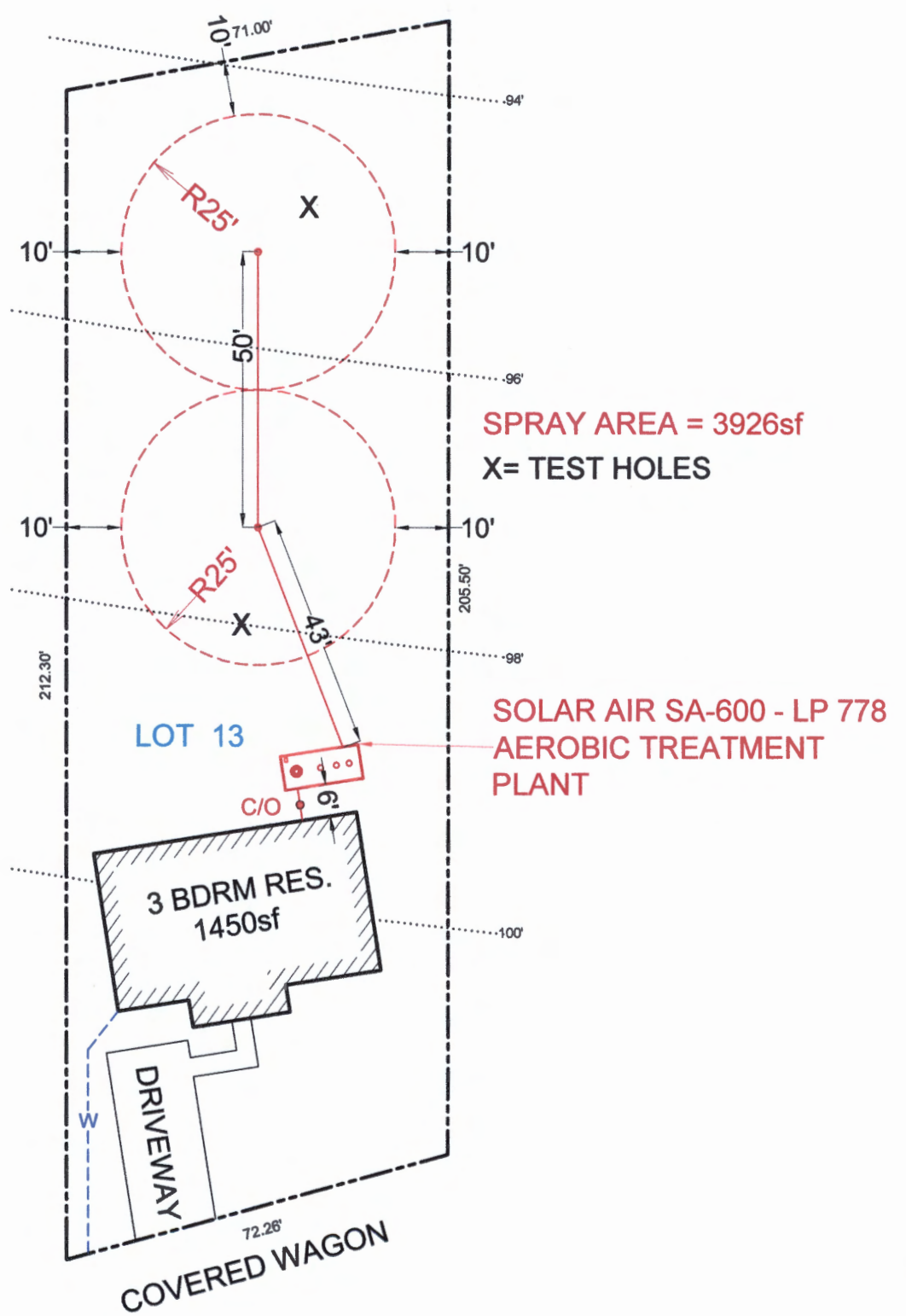
I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016)

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

01/31/2020
DATE



FIRM #2585



OWNER: CALLAN HOMES COMPANY, INC.		DRAWN BY: EJS III	
STREET ADDRESS: 1209 COVERED WAGON			
LEGAL DESC: CYPRESS LAKE GARDEN WESTERN SKIES SECTION		BLOCK: 103	LOT: 13
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=30'	DATE: 1/30/2020	REVISED:

TANK NOTES:

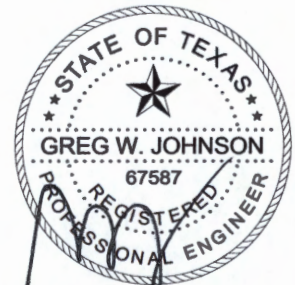
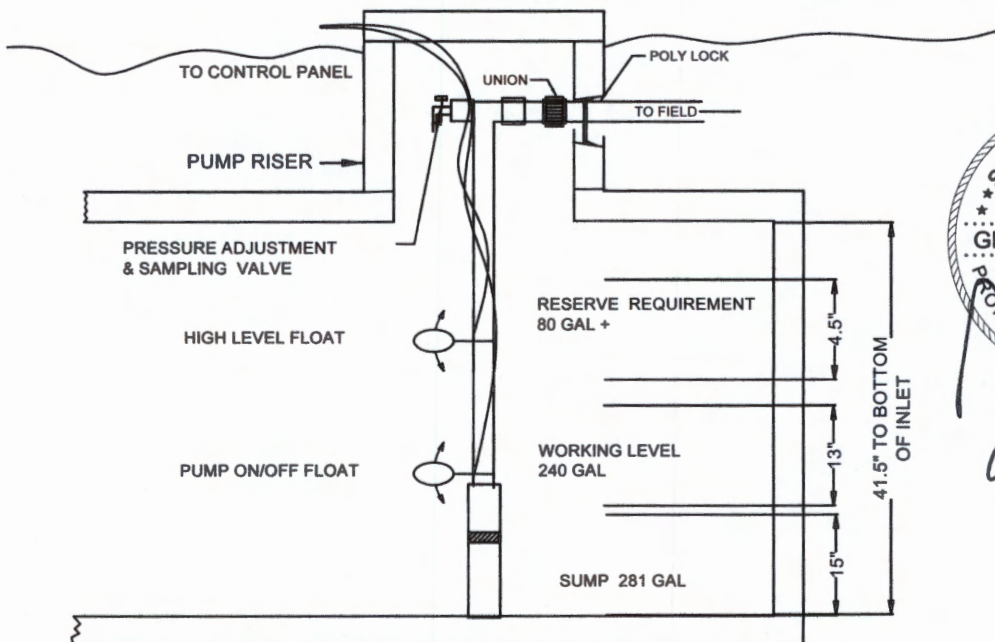
Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

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

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

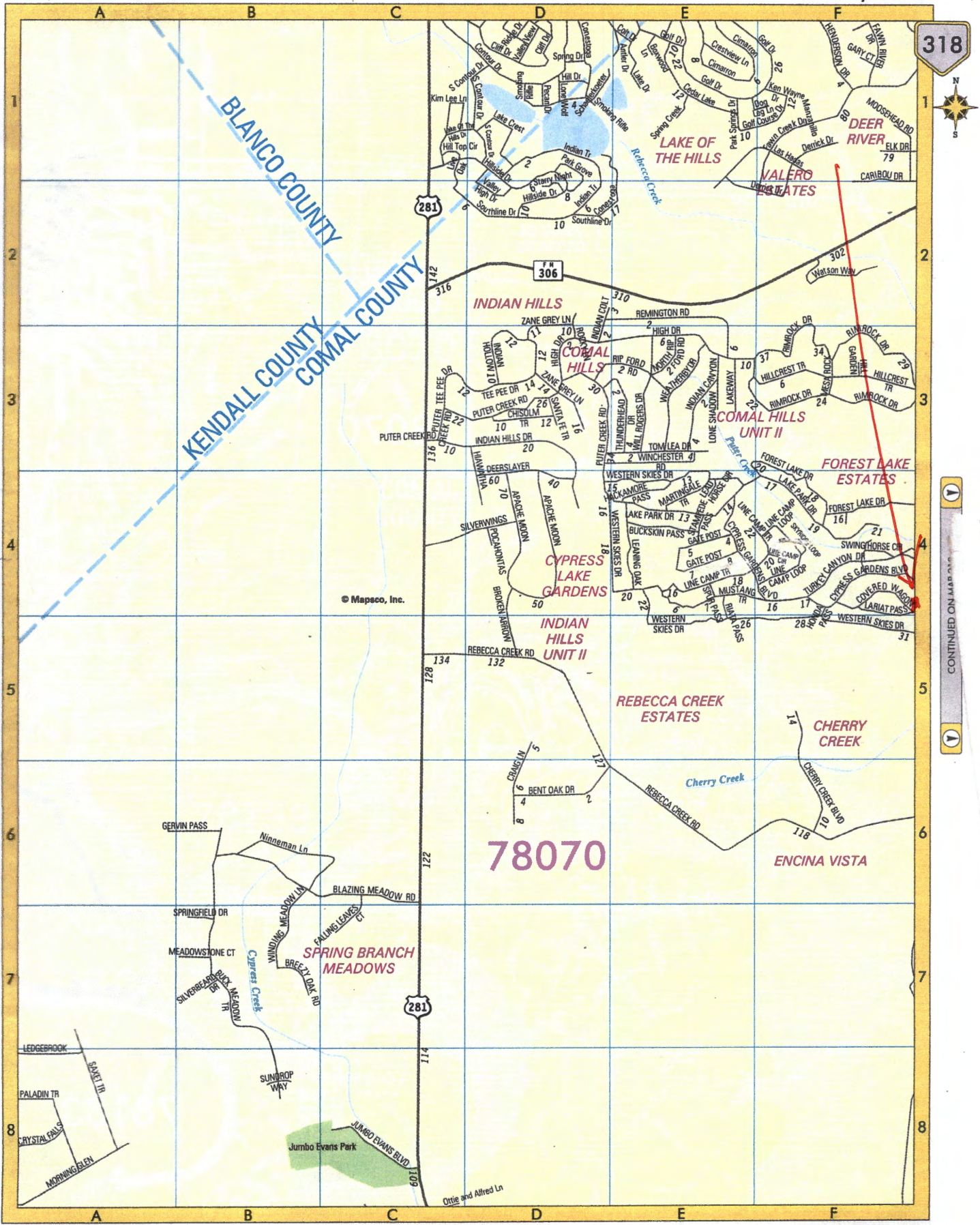
ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE



F#2585

01/30/2020

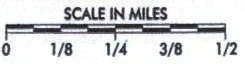
TYPICAL PUMP TANK CONFIGURATION
SOLAR-AIR SA-600 LP 778 GAL PUMP TANK



318



CONTINUED ON MAP 285



ORIG/GEN 7183 / Close RS / 15
NB

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.

GENERAL WARRANTY DEED

THE STATE OF TEXAS §
COUNTY OF COMAL § KNOW ALL MEN BY THESE PRESENTS:

THAT KARLA ALTENBURG CALDWELL, a single woman, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by CALLAN HOMES COMPANY, INC, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee the following described property situated in Comal County, Texas. to-wit:

Tract 1:

Lots 5, 13 and 39, Block 103 and Lot 19, Block 106 of CYPRESS LAKE GARDENS WESTERN SKIES SECTION, a subdivision in Comal County, Texas, according to the plat recorded in **Volume 3, Pages 18-19** of the Map and Plat Records, Comal County, Texas.

Tract 2:

Lot 10, Block 111 and Lot 15, Block 112 of CYPRESS LAKE GARDENS HIGH COUNTRY SECTION, a subdivision in Comal County, Texas, according to the plat recorded in **Volume 3, Pages 26-27** of the Map and Plat Records, Comal County, Texas.

Tract 3:

Lot 13, Block 139 of CYPRESS LAKE GARDENS LONGHORN SECTION, a subdivision in Comal County, Texas, according to the plat recorded in **Volume 3, pages 24-25** of the Map and Plat Records of Comal County, Texas.

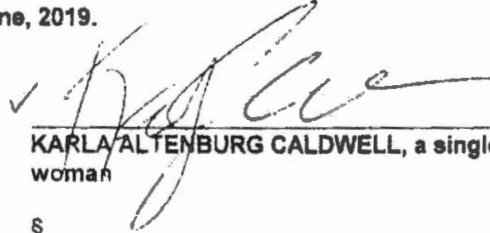
This conveyance is made subject to, all and singular, the restrictions, conditions, easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Comal County, Texas.

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

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof.

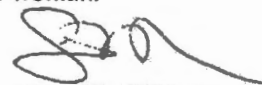
DATED this the 21 day of June, 2019.


KARLA ALTENBURG CALDWELL, a single woman

STATE OF ~~TEXAS~~ Washington
COUNTY OF Thurston

§
§

This instrument was acknowledged before me on this the 21 day of June, 2019, by KARLA ALTENBURG CALDWELL, a single woman.


Notary Public, State of ~~Texas~~ Washington

GRANTEE'S MAILING ADDRESS:
2241 Johnson Rd
Canyon Lake TX 78133



9471g.deeds
Old Republic Title Co. (RS)
GF #71834NB

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
06/25/2019 08:49:18 AM
LAURA 2 Pages(s)
201906021665



Bobbie Koepf



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

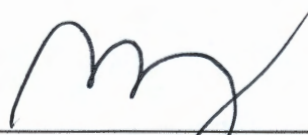
Instructions:

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

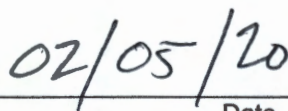
OSSF Permit

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

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



Signature of Applicant



Date

___ COMPLETE APPLICATION Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION (Missing Items Circled, Application Refeused)

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 9/29/2020

AerobicSolutions.net
Permit #: 110356

To: **Mark & Melanie Crockett**
1209 Covered Wagon
Spring Branch, TX 78070

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

Contract: 6/10/2020 - 6/10/2022
Inspections per year: 3
Service Due: 10/10/2020
Alt Phone: (321) 506-2027

Site: 1209 Covered Wagon, Spring Branch
Agency: Comal County Environmental Health
County: Comal
Subdivision: Cypress Lake

Phone: (321) 506-7507
Cell:
Work:

SCHEDULED

Inspection Type: INSPECTION Inspection # 1 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	_____	_____
Air compressor:	<input checked="" type="checkbox"/>	_____	_____
Disinfection device:	<input checked="" type="checkbox"/>	_____	_____
Chlorine supply:	<input checked="" type="checkbox"/>	_____	_____
Spray field vegetation:	<input checked="" type="checkbox"/>	_____	_____
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	_____	_____
Photocell Test:	_____	_____	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: 2.1

Test Method: Lab

BOD: _____

TSS: _____

Tank Lids Secured Yes

Repairs made: Y / N

Sludge Levels: Tank 1: N/A Tank 2: 0 Tank 3: 0

Repairs and Comments:

NO POWER Turned Power on left Pumping down

Inspector: [Signature]

Date: 10-19-20

NEW HO'S PLEASE ORIENT THEM ON THE SYSTEM.

Area: /U
GPS: ID = 660

1209 Covered Wagon, Spring Branch

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 1/26/2021

AerobicSolutions.net
Permit #: 110356

To: **Mark & Melanie Crockett**
1209 Covered Wagon
Spring Branch, TX 78070

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

Contract: 6/10/2020 - 6/10/2022
Inspections per year: 3
Service Due: 2/10/2021
Alt Phone: (321) 506-2027

Site: 1209 Covered Wagon, Spring Branch
Agency: Comal County Environmental Health
County: Comal
Subdivision: Cypress Lake Gardens

Phone: (321) 506-7507
Cell:
Work:

Inspection Type: SCHEDULED INSPECTION Inspection # 2 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

Item	Operational	Inoperative	N/A
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.5
Test Method: DPD
BOD: _____
TSS: _____
Tank Lids Secured YES
Repairs made: Y/N
Sludge Levels: Tank 1: N/A Tank 2: 0 Tank 3: 0

Repairs and Comments:

Inspector: [Signature]

Date: 2-10-21

Area: / 0
GPS: ID = 660

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 5/28/2021

AerobicSolutions.net
Permit #: 110356

To: **Mark & Melanie Crockett**
1209 Covered Wagon
Spring Branch, TX 78070

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

Contract: 6/10/2020 - 6/10/2022
Inspections per year: 3
Service Due: 6/10/2021
Alt Phone: (321) 506-2027

Site: 1209 Covered Wagon, Spring Branch
Agency: Comal County Environmental Health
County: Comal
Subdivision: Cypress Lake Gardens

Phone: (321) 506-7507
Cell:
Work:

Inspection Type: SCHEDULED INSPECTION Inspection # 3 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	_____	_____
Air compressor:	<input checked="" type="checkbox"/>	_____	_____
Disinfection device:	<input checked="" type="checkbox"/>	_____	_____
Chlorine supply:	<input checked="" type="checkbox"/>	_____	_____
Spray field vegetation:	<input checked="" type="checkbox"/>	_____	_____
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	_____	_____
Photocell Test:	_____	_____	<input checked="" type="checkbox"/>
Air Compressor Reading. CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: .05

Test Method: Grab

BOD: _____

TSS: _____

Tank Lids Secured YES

Repairs made: Y N

Sludge Levels: Tank 1: N/A Tank 2: 0" Tank 3: 0"

Repairs and Comments:

Inspector: [Signature]

Date: 6/22/21

Area: / 0
GPS: ID = 660

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 9/24/2021

AerobicSolutions.net
Permit #: 110356

To: Mark & Melanie Crockett
1209 Covered Wagon
Spring Branch, TX 78070

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

Site: 1209 Covered Wagon, Spring Branch

Contract: 6/10/2020 - 6/10/2022

Agency: Comal County Environmental Health
 County: Comal

Phone: (321) 506-7507

Inspections per year: 3

Service Due: 10/10/2021

Alt Phone: (321) 506-2027

Subdivision: Cypress Lake Gardens

Cell:
 Work:

SCHEDULED
 Inspection Type: **INSPECTION** Inspection # 4 of 6 for the contract year
 BRAND OF SEPTIC SYSTEM _____

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	_____	_____
Air compressor:	<input checked="" type="checkbox"/>	_____	_____
Disinfection device:	<input checked="" type="checkbox"/>	_____	_____
Chlorine supply:	<input checked="" type="checkbox"/>	_____	_____
Spray field vegetation:	<input checked="" type="checkbox"/>	_____	_____
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	_____	_____
Photocell Test:	_____	_____	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: _____
 Test Method: - DRIP

BOD: _____

TSS: _____

Tank Lids Secured YES

Repairs made: Y/N

Sludge Levels: Tank 1: N/A Tank 2: - Tank 3: 2"-3"

Repairs and Comments:

Inspector: Lagan

Date: 10/28

Area: / 0
 GPS:

ID = 660

1209 Covered Wagon, Spring Branch

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 1/25/2022

AerobicSolutions.net
Permit #: 110356

To: Mark & Melanie Crockett
1209 Covered Wagon
Spring Branch, TX 78070

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

Site: 1209 Covered Wagon, Spring Branch

Contract: 6/10/2020 - 6/10/2022

Agency: Comal County Environmental Health
 County: Comal

Phone: (321) 506-7507

Inspections per year: 3

Service Due: 2/10/2022

Subdivision: Cypress Lake Gardens

Cell:

Alt Phone: (321) 506-2027

Work:

SCHEDULED INSPECTION
 Inspection Type: INSPECTION Inspection # 5 of 6 for the contract year
 BRAND OF SEPTIC SYSTEM _____

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	✓
Irrigation pump:	✓	_____	_____
Air compressor:	✓	_____	_____
Disinfection device:	✓	_____	_____
Chlorine supply:	✓	_____	_____
Spray field vegetation:	✓	_____	_____
Sprinkler / Drip backwash:	✓	_____	_____
Photocell Test:	_____	_____	✓
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.5

Test Method: DP/06

BOD: _____

TSS: _____

Tank Lids Secured YES

Repairs made: Y N

Sludge Levels: Tank 1: N/A Tank 2: 0 Tank 3: 0

Repairs and Comments:

Inspector: Lagan

Date: 2/23

DURING FEBRUARY INSPECTION BRING NEW TAG AND PUNCH FOR OCTOBER 20 21 INSPECTION.

Area: / 0
 GPS:

ID = 660

1209 Covered Wagon, Spring Branch

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

*called
N/A*

3-4 PM

Printed: 5/26/2022

Phone: (830) 312-8776

AerobicSolutions.net
Permit #: 110356

To: **TJ & Miranda Jackson**
1209 Covered Wagon
Spring Branch, TX 78070

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

Site: 1209 Covered Wagon, Spring Branch

Contract: 6/10/2020 - 6/10/2022

Agency: Comal County Environmental Health
County: Comal

Inspections per year: 3

Service Due: 6/10/2022

Subdivision: Cypress Lake Gardens

Phone: (559) 392-2234

Cell: (559) 392-4355

Alt Phone:

Work:

**SCHEDULED
INSPECTION**

Inspection Type: _____ Inspection # 6 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

Item	Operational	Inoperative	N/A
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>3</u>			

Test Results and observations: (As Required)

Chlorine Residual: .5 - LOW

Test Method: Grab

BOD: _____

TSS: _____

Tank Lids Secured Yes

Repairs made: Y / N _____

Sludge Levels: Tank 1: N/A Tank 2: 1" Tank 3: 1"

Repairs and Comments:

Inspector: Mrs. Mayley
Lagan

Date: 6/22/22

CALL AHEAD TO SCHEDULE INSPECTION. DO NOT DO INSPECTION UNTIL YOU SPEAK WITH SOMEONE TO SCHEDULE.

Area: / 0

GPS:

ID = 660

1209 Covered Wagon, Spring Branch

Gatco DBA Aerobic Maintenance Solutions
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

sherrie@gatcotreatment.com office@aerobicsolutions.net

Permit #: 110356

To: TJ & Miranda Jackson
1209 Covered Wagon
Spring Branch, TX 78070

Contract Period

Customer ID: 660

Start Date: 10/7/2022
End Date: 10/7/2023

Main Phone: (559) 392-2234
Cell Phones: (559) 392-4355
Alternate Cell:

Email: thetjspecial@yahoo.com
Aerobic Maintenance Solution LLC

Subdivision: Cypress Lake Gardens
3 visits per year - one every 4 months

Site: 1209 Covered Wagon, Spring Branch, TX 78070
County: Comal
Installer: Darryl Losaw
Agency: Comal County Environmental Health
Mfg/Brand: -SOLAR AIRE-

Agreement

1. General: This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Aerobic Maintenance Solutions LLC (hereinafter referred to as Contractor), located at 4222 FM 482 New Braunfels, Texas 78132, (830-312-8776). 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. Effective Dates: If this is an Initial Contract, contract will be for two years and begins when the License To Operate (LTO) has been issued. A 30 day written notice is required if there is a cancellation before the year of the agreement is up. The written notice will be sent to the local regulatory Agency and any of the agreement unused funds is non-refundable.

Contractor or Client, if choosing to terminate the contract, must give the other and the local regulatory Agency written notice after Thirty (30) Days prior to the ending of the Contract.

IV. Services by Contractor: Contractor will provide the following services (Referred to as the "Services").

1. In compliance with the Local Regulatory Agency and Manufacture's requirements, inspect and perform routine maintenance and upkeep on all parts within the On-Site Sewage Facility (hereafter referred to as the "OSSF") three times per year. Contractor **does not** provide chlorine. Client is solely responsible for maintaining the chlorine in the chlorinator at all times.
2. Contractor will provide a weather proof tag on the control panel containing company name, phone number and inspection dates.
3. Contractor will do inspections 3 times a year, every 4 months.
4. Contractor will report all findings to the appropriate regulatory and authority and to the Client, as required by both the State's On-Site rules and the local Agency's rules. All findings must be reported to local Agency's within 14 days, email is acceptable.
5. The contractor's inspection will include the following; Effluent Quality (Color, Turbidity, overflow and Odor), Alarm Function Filters, Operation of Effluent Pump and Chlorine Availability in the Chlorinator, (BOD and TSS Annually on Commercial Accounts, Client is responsible for charges for test)
6. Contractor will respond to client calls and complaints, regarding visual or audible alarms, suspicious conditions and or problems that might confront the Client within 48 hours, excluding weekend and holidays. The Contractor will maintain a 24 hour answering service at 830-312-8776. The unscheduled responses may be billed to the client at going rate.

V. Clients Responsibilities:

1. Maintain Chlorinator and Proper Chlorine supply, if OSSF is equipped with.
2. Provide all necessary lawn or yard maintenance and remove all obstacles, including dogs and other animals as needed to allow the OSSF to function properly and to allow the Contractor easy and safe access to all parts of the OSSF.
3. Immediately notify the Contractor of any alarms or problems with, including failure of the OSSF.
4. Provide for pumping of tanks, generally every 3 years or as suggested by the Contractor at Clients own expense.
5. Contractor will not be responsible for any warranty work; Client must contact the Installer for Warranty Problems.
6. Not allow the backwash from water treatment of water conditioning equipment to enter the OSSF.
7. Maintain site drainage to prevent adverse effects on OSSF.
8. Promptly and fully pay Contractor's Bills, Fees or invoices as described herein.

VI. Contractor will schedule with client, dates to perform the above described Services of repairs. If Contractor is not able to access the site on the date of appointment, a charge of \$75.00 will be billed if the inspection for repairs is not able to be completed and are required to be scheduled on another date. The contractor requires access to the OSSF electrical and physical components, including tanks, by means of man ways or risers for the purpose of evaluation of system and equipment as required by the manufacturer and /or rules. If such man ways or risers are not in place, excavation together with other labor and materials will be required and be billed to the Client an additional service at a rate of \$50.00 per hour plus materials billed at list process. Excavated soil is to be replaced as best as reasonably possible.

VII. Payments: The fee for this agreement only covers the Services described herein. This fee does not cover equipment or labor supplied for non-warranty repairs or for charges for unscheduled Client, request trips to the Client's site of pumping of the OSSF. Payments not received within 10 days from the date will be subject to a \$30.00 late penalty and or a 1.5% carrying charge, whichever is greater, in addition to reasonable attorney's fees. And all cost of collection incurred by contractor in collection of any unpaid debt. Invoice due when service is completed. Contract fee is \$ 275.00

VIII. 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 the 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.

Client
Print Name: TOINIE JACKSON Signature: TJ Date: 10-7-22

Client Phone number Home _____ Work _____ Cell _____

Email Address _____

Any Gate or Combo code for inspections _____

Contractor **Aerobic Maintenance Solutions, L.P.**

MP Signature: James H. Sullivan Date 10/7/2022
MP NUMBER 0 MP 0000996

10/7/2022

Date Printed: 10/7/2022

Gatco DBA Aerobic Maintenance Solutions
P O Box 311899
New Braunfels, TX 78131

(830) 312-8776

sherrie@gatcotreatment.com
Permit #: 110356

To: TJ & Miranda Jackson
1209 Covered Wagon
Spring Branch, TX 78070

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

Site: 1209 Covered Wagon, Spring Branch
 Agency: Comal County Environmental Health
 County: Comal
 Subdivision: Cypress Lake Gardens

Installed:
 Phone: (559) 392-2234
 Cell: (559) 392-4355
 Work:

Contract: 10/7/2022 - 10/7/2023
 Inspections per year: 3
 Service Due: **10/25/2022**
 Alt Phone:
 Warranty Ending:

Inspection Type: SCHEDULED INSPECTION Inspection # 1 of 3 for the contract year

Item	Operational	Inoperative	N/A
Aerator:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Control Panel:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>3</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.5
 Color/Odor: good
 BOD/TSS: _____
 Tank Lids Secured yes

Test Method: grab

Repairs Made: Y

Sludge Levels: Tank 1: N/A Tank 2: 1 Tank 3: 3

Repairs and Comments: _____

Inspector: Logan Date: 10/7

CALL AHEAD TO SCHEDULE INSPECTION. DO NOT DO INSPECTION UNTIL YOU SPEAK WITH SOMEONE TO SCHEDULE.

Area: / 0
 GPS:

ID = 660

Printed: 10/7/2022

1209 Covered Wagon, Spring Branch, TX
 78070

Last Pumped

Gatco DBA Aerobic Maintenance Solutions
P O Box 311899
New Braunfels, TX 78131

Printed: 1/30/2023

Phone: (830) 312-8776

sherrie@gatcotreatment.com
Permit #: 110356

To: TJ & Miranda Jackson
1209 Covered Wagon
Spring Branch, TX 78070

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

Contract: 10/7/2022 - 10/7/2023
 Inspections per year: 3
 Service Due: **2/25/2023**
 Alt Cell:

Site: 1209 Covered Wagon, Spring Branch
 Agency: Comal County Environmental Health
 County: Comal
 Subdivision: Cypress Lake Gardens

Main Phone: (559) 392-2234
 Cell: (559) 392-4355
 Work:

Inspection Type: SCHEDULED INSPECTION Inspection # 2 of 3 for the contract year

Item	Operational	Inoperative	N/A
Control Panel:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Aerator / Air Compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vegetation field:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Test Results and observations: (As Required)

Air Pressure: CFM / PSI	<u>Spray: ✓</u>	Air Pressure: CFM / PSI	<u>Drip: _____</u>
Cleaned Air Filter:	<u>0/N</u>	Cleaned Air Filter:	<u>Y/N</u>
Chlorine Residual:	<u>0.05</u>	Water Pressure: N/A	<u>_____</u>
Test Method:	<u>Grab / BOD / TSS</u>	System Flushed:	<u>Y/N</u>
Color/Odor:	<u>LB / OK</u>	Color/Odor:	<u>_____</u>
		Drip Filter Cleaned:	<u>Y/N</u>

Tank Lids Secured: 0/N Repairs Made: Y/N Pump Filter Cleaned: Y/N Pumping Required: Y/N

Sludge Levels: Tank 2: 9 Tank 3: 4-5

Repairs and Comments: _____

Inspector: [Signature] Date: 2/8/23

CALL AHEAD TO SCHEDULE INSPECTION. DO NOT DO INSPECTION UNTIL YOU SPEAK WITH SOMEONE TO SCHEDULE.

Area: / 0
 GPS: ID = 660
 Printed: 1/30/2023

CALL FIRST
 1209 Covered Wagon, Spring Branch, TX 78070

Luna Environmental

4222 FM 482
New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:8/21/2023

Permit: 110356

Site: 1209 Covered Wagon, Spring Branch, TX 78070

Main Phone: 5593922234

Cell Phone: 5593924355

TJ & Miranda Jackson
1209 Covered Wagon
Spring Branch, TX 78070

Agency: Comal County Environmental Health

County: Comal

Subdivision: Cypress Lake Gardens

System Info: MFG: Brand: SOLAR AIRE

Customer ID: 660

Treatment Type: Aerobic

Disposal Type: Surface Application

Insp ID: 31635

Visit Details

Visit Date: 8/17/2023

Entered By: Nicole Loria

GPS Lat: 29.92291 GPS Long: -98.38383

Scheduled Date: 10/7/2023

Contract Starts: 10/7/2022

Customer Emailed: 8/21/2023

Entered On: 8/21/2023

Contract Ends: 10/7/2023

Visit Results

Service Type: Extra Inspection

Method: Grab

License #

Expires

Technician: Not Assigned

Provider: Luna Environmental, LLC

Service Completed

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .09

Sludge Level Tank 2: N/A

Sludge Level Tank 3: 12

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Electric Circuits: Operational

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Alarm: Operational

PSI Pressure: 2.2

Comments

- 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 8/21/2023.

Luna Environmental

4222 FM 482
New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:8/13/2023

Permit: 110356

Site: 1209 Covered Wagon, Spring Branch, TX 78070

Main Phone: 5593922234

Cell Phone: 5593924355

TJ & Miranda Jackson
1209 Covered Wagon
Spring Branch, TX 78070

Agency: Comal County Environmental Health

County: Comal

Subdivision: Cypress Lake Gardens

System Info: MFG: Brand: SOLAR AIRE

Customer ID: 660

Treatment Type: Aerobic

Disposal Type: Surface Application

Insp ID: 31236

Visit Details

Visit Date: 8/9/2023

Entered By: Nicole Loria

GPS Lat: 29.92291 GPS Long: -98.38383

Scheduled Date: 6/25/2023

Contract Starts: 10/7/2022

Customer Emailed: 8/13/2023

Entered On: 8/13/2023

Contract Ends: 10/7/2023

Visit Results

Service Type: Scheduled Inspection

Count: Inspection 3 of 3

Method: Grab

License #

Expires

Technician: Robert Mercer

MT0002566

8/31/2026

Provider: Luna Environmental, LLC

Service Completed

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Electric Circuits: Operational

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Alarm: Operational

Comments

H/O to reschedule - Copy emailed to the customer on 8/13/2023.



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

TJ & Miranda Jackson

Residential



Initial Contract



Site Address

1209 Covered Wagon, Spring Branch, TX 78070

Agency

Comal County

Email

thetjspecial@yahoo.com

Phone

(559) 392-2234

Permit Number

110356

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: Solar Air - National Wastewater Systems SOLAR AIRE 600 Max GPD

AGREEMENT

I. General:

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

II. Dates & Fees:

This agreement provides maintenance from **1/31/2024** to **1/31/2025** for a total fee of **\$295.00**

III. Services by Contractor:

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

IV. Client Responsibilities:

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

V. Access By Contractor:

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

VI. Termination of This Agreement:

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

VII. Limitation of Liability:

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

VIII. Payment Terms:

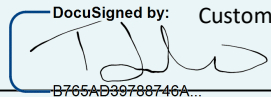
The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from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

IX. Severability:

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

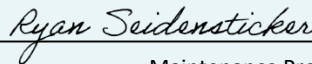
TJ & Miranda Jackson

Luna Environmental / Ryan Seidensticker

DocuSigned by: Customer Name

B765AD99788746A...

Customer Signature

Maintenance Provider Name



License # MP0001708

Maintenance Provider Signature

Additional Comments / Special Terms

SC. pol cash
1-45

RS SEPTIC SERVICE

RS Septic Service
444D Old No. 9 Hwy
Comfort, TX 78013
(830)431-1601

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

Customer: TJ JACKSON
Site Address: 1209 COVERED WAGON
City/State: SPRING BRANCH, TX Zip: 78070
County: COMAL Permit#: _____
Phone Number: 559-392-2234
E-mail: THETJSPECIAL@YAHOO.COM

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

II. Effective Dates: This agreement commences on the date of License to Operate is issued for Two (2) years.

Date of License to Operate: 11-21-24 Last Date of Service: 11-21-25

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

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

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

Client: TJ

Contractor: RS

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

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

VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at

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

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

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

IX. Limitations 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 "Tiling, signed by both Contractor and Client

XIII. 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 a consent to or waiver of any subsequent breach hereof.

Client:

T.J.

Contractor:

RS

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 ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL THE PARTIES TO THE AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

Approved by Contractor: _____

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client: _____

XVII. **Reservations 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: _____

RS Septic Service

444 D Old No. 9 Hwy
Comfort, TX 78013

(830) 431-1601

rssepticsservice@outlook.com

Owner Phone: (559) 392-2234

TJ Jackson

1209 Covered Wagon
Spring Branch, TX 78070

Agency: Comal County

Site Address: 1209 Covered Wagon, Spring Branch Permit #: 110356

System Info: MFG: _____ Brand: SOLAR AIRE ID: 87
Treatment Type: Aerobic Disposal Type: Surface Application Insp ID: 197

Visit Details

Visit Date: 3/26/2025

Entered By: Ryan Seidensticker

GPS Lat: 29.92287 GPS Long: -98.38380 <----->

Scheduled Date: 3/21/2025

Contract Starts: 11/21/2024

Customer Emailed: 3/26/2025

Entered On: 3/26/2025

Contract Ends: 11/21/2025

Visit Results

Service Type: Scheduled Inspection

Printed: 3/26/2025

Count: Inspection 1 of 3

Method: Grab

License #

Expires

Technician: Not Assigned

Provider: Ryan Seidensticker

0001708

8/31/2026

Service Completed

Aerators: Operational

Sludge Level Tank 1: 4

Filters: Operational

Sludge Level Tank 3: 6

Irrigation Pumps: Operational

Sludge Level Tank 4: 4

Disinfection Device: Operational

Floats: OP

Chlorine Supply: Operational

Timer: OP

Chlorine Residual: .01

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Drip/Sprayfield Veg: Operational

Alarm: Operational

Comments

Scum on pretreatment 10" - 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 3/26/2025.

