



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **11/28/2023**

Permit Number: **115899**

Location Description: **2224 CASCADA PKWY
SPRING BRANCH, TX 78070**

Subdivision: **Cascada at Canyon Lake**
Unit: **1**
Lot: **7**
Block:
Acreage: **1.0100**

Type of System: **Aerobic
Surface Irrigation**

Issued to: **LINCOLN CUSTOM HOMES**

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

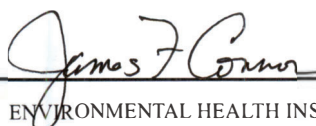
may require a new permit. **It is the responsibility of the owner to apply for a new permit, if applicable.**

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

 Assistant
OS0034792


ENVIRONMENTAL HEALTH INSPECTOR

OS0032485

ENVIRONMENTAL HEALTH COORDINATOR

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials		285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)				
2	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)				

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1) (E) 285.91(2) 285.32(b)(1) (F) 285.32(b)(1)(E) (iii) 285.32(b)(1)(E)(ii) (II) 285.32(b)(1)(E)(ii) (I) 285.32(b)(1)(E) (i) 285.32(b)(1) (D) 285.32(b)(1)(C) (ii) 285.32(b)(1)(C) (i) 285.32(b)(1) (B) 285.32(b)(1) (A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed						
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
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)(4) 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.		285.32(c)(1)				
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

**Comal County Environmental Health
OSSF Inspection Sheet**

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 115899
Issued This Date: 03/16/2023
This permit is hereby given to: LINCOLN CUSTOM HOMES

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

2224 CASCADA PKWY
SPRING BRANCH, TX 78070

Subdivision: Cascada at Canyon Lake
Unit: 1
Lot: 7
Block: -
Acreage: 1.0100

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEQ.ORG

Date 2/28/23

Permit Number 115899

1. APPLICANT / AGENT INFORMATION

Owner Name Lincoln Custom Homes
Mailing Address 132 Bridgewater
City, State, Zip La Vernia, TX 78121
Phone # _____
Email _____

Agent Name Doug Dowlearn R.S.
Agent Address 703 Oak Drive
City, State, Zip Blanco, TX 78606
Phone # 210-240-2101
Email txseptic@gmail.com

2. LOCATION

Subdivision Name Cascada at Canyon Lake Unit 1 Lot 7 Block -
Survey Name / Abstract Number _____ Acreage 1.0100
Address 2224 Cascada Pkwy City Spring Branch State TX Zip 78070

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 2814

☐ 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: \$ 200,000 (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well

4. SIGNATURE OF OWNER

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. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Danell Va Doar
Signature of Owner

2/28/23
Date

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

Planning Materials & Site Evaluation as Required Completed By _____

System Description _____

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

Tank Size(s) (Gallons) _____ Absorption/Application Area (Sq Ft) _____

Gallons Per Day (As Per TCEQ Table III) _____

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

Is the property located over the Edwards Recharge Zone? ☐ Yes ☐ No

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

Is there an existing TCEQ approved WPAP for the property? ☐ Yes ☐ No

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

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

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

Is the property located over the Edwards Contributing Zone? ☐ Yes ☐ No

Is there an existing TCEQ approval CZP for the property? ☐ Yes ☐ No

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

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

(If yes, the R.S. or P.E. 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 ☐ No

If yes, indicate the city: _____

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

Date

Page 2 of 2



AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality (TCEQ) Rules for On-Site Sewage Facilities (OSSFs), 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, give 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 owners 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):

CASCADA AT CANYON LAKE 1, LOT 7

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

LINCOLN CUSTON HOMES
c/o Darrell Van Dover

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 OSSF may be obtained from Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 27th DAY OF FEBRUARY, 2023

Darrell Van Dover
Owner(s) signature(s)

DARRELL VAN DOVER
(PRINTED NAME)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 27 DAY OF February, 2023

Sarah E Valle
Notary Public, State of Texas
Notary's Printed Name: Sarah E Valle
My Commission Expires: 12-10-2026



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/27/2023 10:41:47 AM
LAURA 1 Page(s)
202306005947



Bobbie Koepp

**RECEIVED***By shelly helmke at 8:41 am, Apr 25, 2024*

On-Site Sewage Facility (OSSF) Service Agreement

- I. **General:** This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between RJ & DEBBIE TREXLER, (hereinafter referred to as "Client") and SOTX Septic Services (hereinafter to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein, and the Client agrees to fulfill his/her/their responsibilities under this agreement as described herein.
- II. **Effective Dates:** This agreement commences on receipt of full payment and runs for two (2) years. Agreement's... Starting Date: (Date License to Operate is Issued) Ending Date: (2yrs. From Date of LTO)
- III. **Services by Contractor:** Contractor will provide the following services (hereinafter referred to as the "Services"):
 1. In compliance with Agency (TCEQ and/or County) and manufacturer's requirements, inspect and perform routine maintenance on the On-Site Sewage Facility (hereinafter referred to as the "OSSF") three (3) times per year (approximately once every four (4) months).
 2. Report to the appropriate regulatory authority and to the Client, as is required by both the State's on-site rules and the local Agency's rules, if more stringent. All findings must be reported to the local Agency within 14 days.
 3. If any components of the OSSF are found to need repair during the inspection, the Contractor will notify the Client of the repairs needed.
 4. Visit in response to Client's request(s) for unscheduled service(s) within two business days from the date of Contractor's receipt of Client's request. All unscheduled responses are in addition to the fee covered by this Agreement and will be billed to the Client.
 5. Provide notification of arrival to site to the homeowner or to site personnel. Additionally, written notification of the visit will be left at the site or with site personnel upon completion or inspection, as well as, forwarded to agency within 14 days.
- IV. **Site Location:** The Services are to be performed at the property located at:
2224 CASCADA PARKWAY SPRING BRANCH, TX 78070
- V. **Payment(s):** The fee for this Agreement only covers the Services describes herein. This fee does not cover equipment, parts or labor supplied for the repairs or charges for unscheduled Client-request trips to the site. Payments for such additional services are due when service is provided or rendered. Payments not received within 30 days from due date will be subjected to a \$20.00 late penalty and / or a 1.5% carrying charge, whichever is greater, in addition the reasonable attorney's fees and all costs of collection incurred by Contractor in collection of any unpaid debt(s). By signing this contract, the Client is authorizing 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 remove of said parts.

Initials...

Customer: ADJContractor: CDH

Client's Responsibilities: The Client is responsible for each and all the following:

1. Maintain chlorinator and provide proper chlorine supply, if OSSF is equipped with same.
 2. Provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor easy access to all parts of the OSSF.
 3. Maintain a current license to operate and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities (OSSF's) from the State and local regulatory agency, as well as manufacturer's recommendations.
 4. Immediately notify the Contractor and Agency of all problems with, including the failure of the OSSF.
 5. Upon receiving a written notification of services needed from the Contractor, it becomes the Client's responsibility to contact the Contractor to authorize the service. If the Client chooses to use a different contractor to perform the service, the Client's responsible for ensuring the contractor holds the proper license (installer II) and is certified by the manufacturer. Also, the Client is responsible for ensuring proper notification is given to the Agency, as required by the State and local Agency rules.
 6. Provide the Contractor with water usage records, upon request, for evaluation by the Contractor of the OSSF performance.
 7. Clients residing in Harris County should allow for samples at both the inlet and outlet to the OSSF to be obtained by the Contractor for the purpose of evaluating the OSSF's performance when requested by the Client. If these samples are sent to the lab for testing, the Client will directly pay the lab for the cost of the testing plus pay the Contractor for all man-hours expended in providing this additional service at the rate of \$75.00 per hour measured from office to site, site to lab, and lab to office, otherwise known as portal to portal.
 8. Not allow the backwash from water treatment or water conditioning equipment to enter the OSSF.
 9. Provide for pumping of tanks, when needed, at Clients expense.
 10. Maintain site drainage to prevent adverse effects on OSSF.
 11. Promptly and fully pay Contactor's bills, fees, or invoices as described herein.
- VI. Access by Contractor:** Contractor, or personnel authorized by the Contractor, may enter the property at reasonable times without prior notice for the purpose of performing the above-described Services. Contractor will require access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by manufacturer, and/ or rules. If such manways or risers are not in place, excavation together with other labor and materials will be required and will be billed to Client as additional service at the rate of \$75.00 per hour, plus materials billed at list price. Excavated soil is to be replaced as best as reasonably possible.
- VII. Application or Transfer of Payments:** The fees paid for this agreement may transfer to subsequent owner(s); however, this agreement will not transfer. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above-described Services and accepting Client's responsibilities. This 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 early termination of the agreement by Contractor.
- VIII. Termination of Agreement:** This Agreement may be terminated by either party within 30 days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, Contractor shall be paid at the rate of \$75.00 per hour for any work performed, but not yet paid. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limits 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. In no event the Contractor's liability for direct damages exceed the price for the Services described in this Agreement.
- X. Severability:** If any provision in the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If court finds that any provision of this

Initials...

Customer: MDJ

Contractor: CDH

RECEIVED

By shelly helmke at 8:41 am, Apr 25, 2024

Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be written, construed, and enforced as so limited.

- XI. **Performance of Agreement:** Commencement of performance by Contractor under this agreement is contingent on the following conditions (1) Contractor receiving a fully execute original copy of this agreement. (2) Contractor receiving payment in full for the fee as described in Section V. If the above conditions are not met, then Contractor is not obligated to perform any portion of this agreement.
- XII. **Entire Agreement:** This agreement contains the entire agreement parties, and there are no other promises or conditions in any other agreement, oral or written.

Client... (And/or authorized agent)

Printed Name: RJ TREXLER Signature: [Signature] Date: 11-25-23
Printed Name: DEBBIE TREXLER Signature: [Signature] Date: 11-25-23
Physical Address: 2224 CASCADA PARKWAY SPRING BRANCH TX Zip: 78070
Mailing Address: _____ Zip: _____
Phone # _____ Cell# (918)257-9775 County: COMAL
Email: thetrexlers@gvtc.com Gate Code: _____

=====Contractor=====Contractor=====

SOTX Septic Services

15656 Cranes Mill Rd.

Canyon Lake, TX 78133

830-481-3249

sotxservices@gmail.com

Clarence D. Hinds Jr

[Signature]

Lic #: OSSF Installer II #: OS0030965

Maintenance Provider #: MP0002439

Installer Name: Jesse Klaerner

Phone #: 210-838-3087

Email: impact.construction1@yahoo.com

Lic #: OS0030965

RECEIVED

By shelly helmke at 8:41 am, Apr 25, 2024

Manufacturer: Aerobic Spray

GPD: 600 800 1000 Other: _____

Disposal: Spray Drip Other: _____

Initials...

Customer: [Signature]

Contractor: CDH

OSSF SOIL EVALUATION REPORT INFORMATION

Date: 3/1/2023

Applicant Information:

Name: Lincoln Custom Homes

Address: 132 Bridgewater

City, State & Zip Code: La Vernia, TX 78121

Phone:

Email:

Site Evaluator Information:

Name: Douglas R. Dowlearn

Company: D.A.D. Services, Inc.

Address: 703 Oak Drive

City, State & Zip: Blanco, TX 78606

Phone: (210)240-2101 **Fax:** (866)260-7687

Email: txseptic@gmail.com

Subdivision: Cascada at Canyon Lake **Unit:** 1 **Lot:** 7

Street/Road Address: 2224 Cascada Pkwy

City : Spring Branch **Zip:** 78070

Additional Info: Comal County

Installer Information:

Name:

Company:

Address:

City, State & Zip:

Phone:

Depth	Texture Class	Soil Texture	Structure (For Class III – blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-12" Clay Loam 12"+ Limestone	Blocky	<30% Gravel	12"+ Limestone	None
Soil Boring #2 60"		Same as above				

DESIGN SPECIFICATIONS

Application Rate (RA): 0.064

OSSF is designed for: 4 BR 2814 Sq. Ft Residence

300 gallons per day

An aerobic treatment/spray disposal system is to be utilized based on the site evaluation.

4688 sq. ft. disposal area required

600 gallon/day aerobic tank required

Calculations: Absorption Area: $Q/RA = 300/0.064 = 4688$ Sq. Ft.

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator:

NAME: Douglas R. Dowlearn, R.S.

Signature:



License No. OS9902 – Exp. 6/30/2023

TDH: #2432 – Exp. 2/28/2025

D.A.D SERVICES, INC.
DOUG DOWLEARN
703 OAK DRIVE, BLANCO, TX 78606
Designed for:
Lincoln Custom Homes
(c/o Darrell Van Dover)

The installation site is at Unit 1, Lot 7 of the Cascada at Canyon Lake Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 3 bedroom (2814 sqft) residence. The proposed method of wastewater management is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 3" or 4" PVC pipe will discharge from the residence into a pre-treatment tank, which flows into a 600 gpd aerobic treatment unit. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is ON DEMAND through 2 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles at 40psi, spraying a radius of 30 feet; both at 360 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

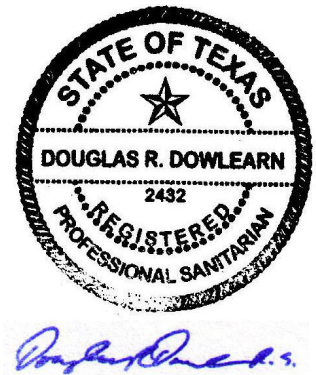
Daily Waste Flow: 300 gpd
Application rate: 0.064
Application area required: $300/0.064 = 4688$ sq ft
Application area utilized: 5654 sq ft
Pump tank reserve capacity: 100 gal minimum

SYSTEM COMPONENTS:

SCH 40 PVC sewer line
1" purple PVC supply line
600 GPD aerobic treatment plant with manual controls
Liquid chlorinator
Pre-treatment tank and 768 gallon pump tank
2 K-Rain Gear Driven pop-up sprinklers

LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire disposal area must be covered with a ground cover such as grass seed or sod prior to the final inspection. The tubing will be covered with 6" of Class II or Class III soil. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

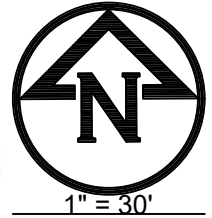
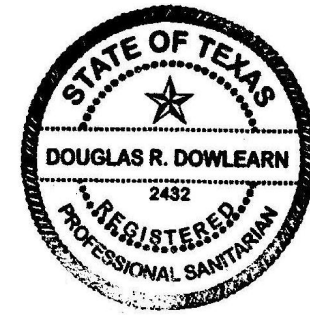


LINCOLN CUSTOM HOMES
C/O DARRELL VAN DOVER
2224 CASCADA COVE
SPRING BRANCH, TX. 78070
CASCADA AT CANYON LAKE
UNIT 1, LOT 7
COMAL COUNTY / 1.01 ACRES

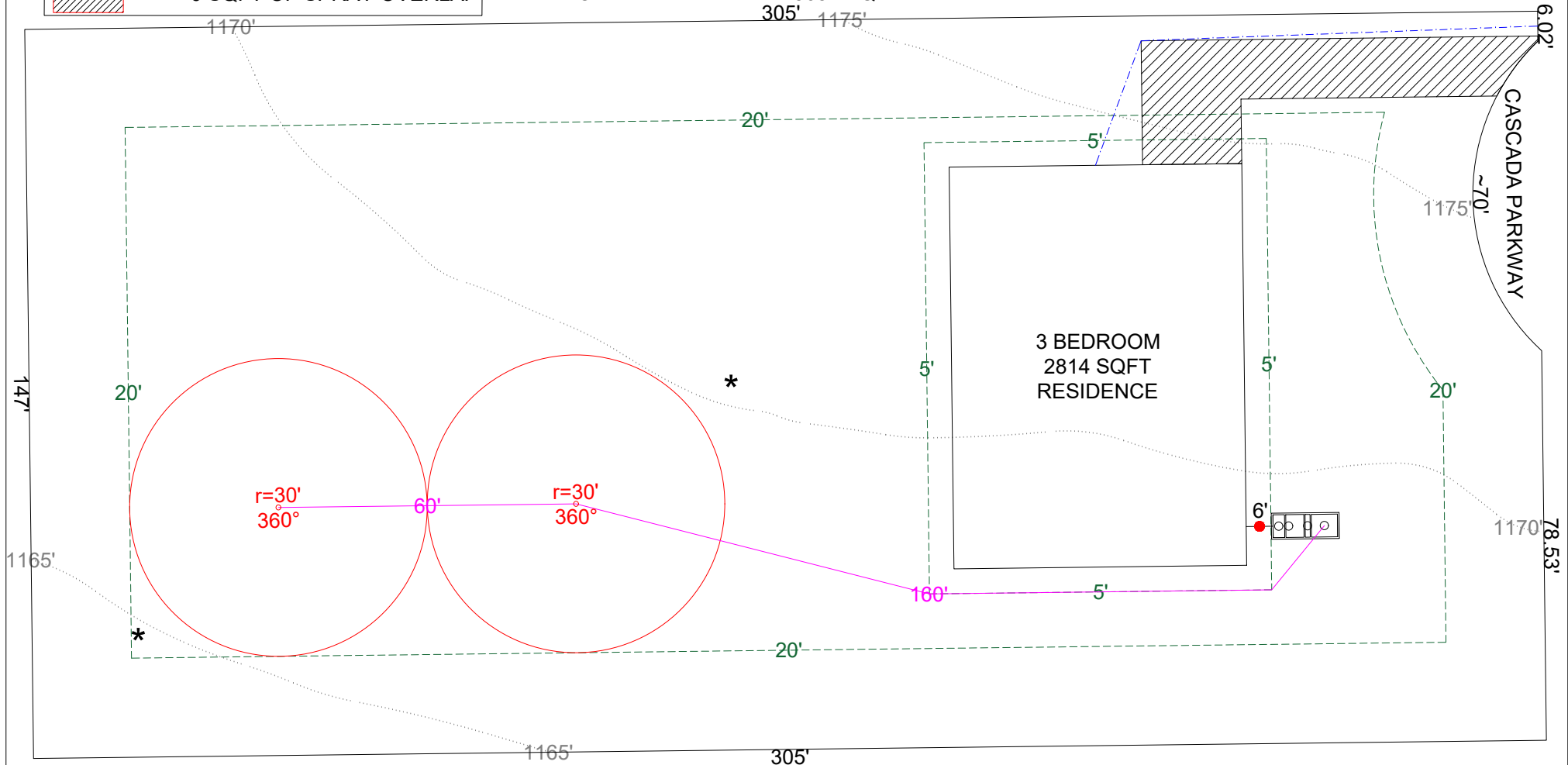
●	-	2 WAY CLEANOUT	LEGEND
—○—	-	SPRAY NOZZLE/BOUNDARY	
- - -	-	OSSF SETBACK	
—	-	1" SCH 40 PURPLE PVC	
- - -	-	WATER LINE	
*	-	TEST HOLE	
□	-	600 GPD ATU	
▨	-	0 SQFT OF SPRAY OVERLAP	

NOTES:

- CLEANOUT WITHIN 3' OF STRUCTURE.
- PVC CONNECTING THE STRUCTURE TO THE TANK MUST HAVE AT MINIMUM 1/8" FALL PER 1'.
- USE 3" OR 4" SCH 40 SEWER PIPE TO CONNECT STRUCTURE TO TANK.
- TANK TO BE > 5' FROM STRUCTURES. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.
- TANK WILL BE WATER TIGHT AND MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
- 1" SCH 40 PURPLE PIPE TO ALL SPRAY HEADS.
- TOTAL SPRAY AREA = 5654 SQFT.

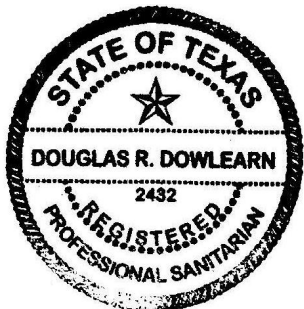


Douglas R. Dowlearn

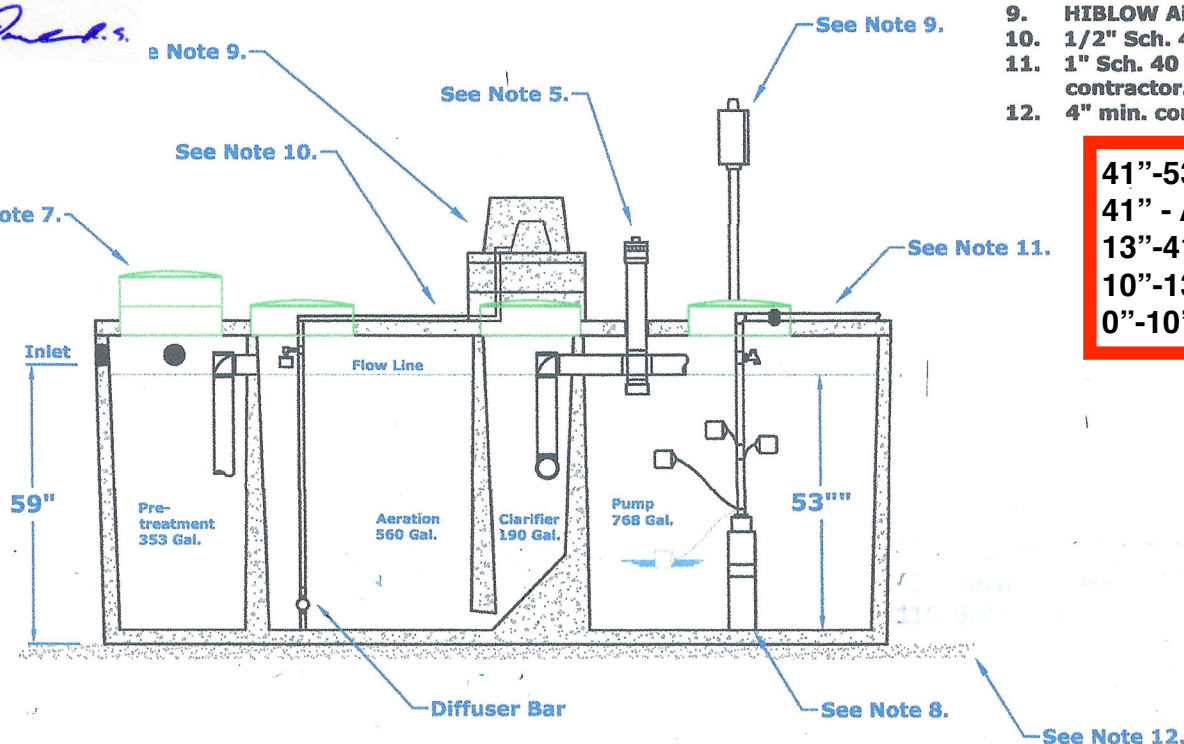


Assembly Details

OSSF



14.49 Gallons per inch



GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 14,900 lbs.
4. Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor

41"-53" - Reserve - 174 Gal
 41" - Alarm
 13"-41" - Working Level - 405 Gal
 10"-13" - On/Off Tether - 44 Gal
 0"-10" - Sump - 145 Gal

DIMENSIONS:

Outside Height: 67"
 Outside Width: 63"
 Outside Length: 164"

MINIMUM EXCAVATION DIMENSIONS:

Width: 76"
 Length: 176"

**NuWater B-550 (600 GPD)
 Aerobic Treatment Plant (Assembled)**

Model: B-550-PC-400PT

March, 2012 - Rev 1
 By: A.S.

Scale:

* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

Advantage
 Wastewater Solutions, Inc.

Advantage Wastewater Solutions Inc.
 444 A Old Hwy No 9
 Comfort, TX 78013
 830-995-3189
 fax 830-995-4051

ORT 45024NC/CS

Special Warranty Deed

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.

Date: March 11, 2021

Grantor: STADLER & LEATHAM DEVELOPMENT, L.L.C., a Texas limited liability company

Grantor's Mailing Address: 32335 Hwy 281 North, Bulverde, Comal County, Texas 78163

Grantee: Lincoln Custom Homes

Grantee's Mailing Address: 132 Bridgewater, La Vernia, Tx 78121

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Lot 7 of CASCADA AT CANYON LAKE, UNIT 1, a subdivision in Comal County, Texas, according to plat recorded in Document No. 200806022283, Map and Plat Records of Comal County, Texas.

Reservations from Conveyance and Warranty: For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of an undivided One Hundred percent (100%) interest of all oil, gas, and other minerals, owned by Grantor, in and under and that may be produced from the Property.

Exceptions to Conveyance and Warranty: This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

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

through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

It is understood and agreed that Grantor is not making and specifically disclaims any warranties or representations of any kind or character, express or implied, except those expressly set for the warranty of title contained in this deed and in the land purchase agreement between the parties (the "Contract"). Grantee and Grantee's agents, contractors, engineers, inspectors and employees have been given sufficient opportunities to fully inspect the lot(s). Grantee hereby agrees that the lots are being sold by Grantor to Grantee "AS IS, WHERE IS," "WITH ALL FAULTS," and without any representation or warranty, express or implied, including, but not limited to, warranties as to the merchantability, condition, fitness, disease or infestation of any vegetation, or habitability thereof, as to use for a particular purpose, compliance with governmental requirements, or as to the presence of any environmentally hazardous materials or endangered species, except those expressly set for the warranty of title contained in this deed and in the contract. Grantee agrees to rely solely and exclusively upon Grantee own inspection and investigation of the lot(s). Grantee acknowledges that to the extent that Grantor may have provided any information regarding the lot(s). Such information is neither warranted nor represented by Grantor as being accurate or exhaustive information regarding the lot(s). Grantee and Grantor agree that a material factor in determining the purchase price of the lot(s) was Grantee's agreement to purchase the lot(s) without any representations, warranties or guarantees, except those expressly set for the warranty of title contained in this deed and in the contract. The terms and conditions of this paragraph shall expressly survive the closing and shall not merge with the provisions of any closing documents.

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

STADLER & LEATHAM DEVELOPMENT, LLC

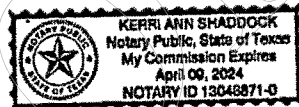
By: Raymond S. Stadler

Raymond S. Stadler, Manager

STATE OF TEXAS

COUNTY OF Comal

This instrument was acknowledged before me on this 11 day of March 2021, by Raymond S. Stadler, Manager of STADLER & LEATHAM DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.



Kerri Ann Shaddock
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Lincoln Custom Homes
132 BRIDGEWATER
LA VERNA, TX 78121

Page 2 of 2
45024NC

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
03/17/2021 08:06:49 AM
JESSICA 2 Pages(s)
202106013717



Bobbie Koepp



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

		115899
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.

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.

Donell Va Dora
Signature of Applicant

2/28/23
Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION (Missing Items Circled, Application Refeused)

VOID

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Regulatory Authority _____
Block Creek Aerobic Services, LLC
444 A Old Hwy #9
Comfort, TX 78013
Off. (830) 995-3189
Fax. (830) 995-4051

Permit/License Number _____
Customer LINCOLN CUSTOM HOMES
Site Address 2924 CASCADE PARKWAY
City SPRING BRANCH 78070
Mailing Address 210 SABELLA
County COMAL Map # _____
Phone 210-730-3106
Email BUILDRIGHT3@GMAIL.COM

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Darrell Van Dover (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date:

This Agreement commences on Date LTO is Issued and ends on 2 yrs from Date of LTO for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. Termination of Agreement:

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

IV. Services:

Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system within two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

DVD

RC



Customer's Initials

Contractor's Initials

VOID

____ Not required; X required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

Commencement of performance by Contractor under this Agreement is contingent on the following conditions:

a. If this is an initial Agreement (new installation):

1. Contractor's receipt of a fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.

If the above conditions are not met, Contractor is not obligated to perform any portion of this Agreement.

VIII. Customer's Responsibilities:

The customer is responsible for each and all of the following:

a. Provide all necessary yard or lawn maintenance and removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.

b. Protect equipment from physical damage including but not limited to that damage caused by insects.

c. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for and OSSF from the State and/or local regulatory agency, whichever requirements are more stringent, as well as the proprietary system's manufacturer recommendations.

d. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

e. Provide, upon request by Contractor, water usage records for the OSSF so that the Contractor can perform a proper evaluation of the performance of the OSSF.

f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.

g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.

h. Prevent the condensation from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.

i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.

j. Maintain site drainage to prevent adverse effects on the OSSF.

k. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

IX. Access by Contractor:

Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and the proprietary system manufacturer. It is Customer's responsibility to keep lids exposed and accessible at all times.

X. Limit of Liability:

Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

XI. Indemnification:

Customer (whether one or more) shall and does hereby agree to indemnify, hold harmless and defend Contractor and each of its successors, assigns, heirs, legal representatives, devisees, employees, agents and/or counsel (collectively "Indemnitees") from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, fines, judgments and other expenses (including, but not limited to, attorneys' fees and expenses and costs of investigation), of any kind, nature or description, (hereinafter collectively referred to as "Liabilities") arising out of, caused by, or resulting, in whole or in part, from this Agreement.

DJD

Customer's Initials



RC

Contractor's Initials

VOID

THIS INDEMNIFICATION APPLIES EVEN IF SUCH LIABILITIES ARE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OR BY THE STRICT LIABILITY OF ANY INDEMNITEE.

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to Indemnitees with respect to all rights Indemnitees may have against third parties with respect to matters as to which Customer provides indemnity and/or defense to Indemnitees. No Indemnification is provided to Indemnitees when the liability or loss results from (1) the sole responsibility of such Indemnitee; or, (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees of and from any action that is subject to this Indemnification provision. Indemnitees hereby covenant not to compromise or settle any claim or cause of action for which Customer has provided Indemnification without the consent of Customer.

XII. Severability:

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

XIII. Fee for Services:

The Fee for Services does not include any fees for equipment, material, labor necessary for non-warranty repairs, unscheduled inspections, or Customer requested visits to the site.

XIV. Payment:

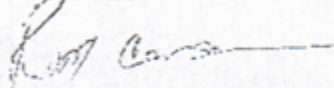
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 return check fee.

XV. Application or Transfer of payment:

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section IV.

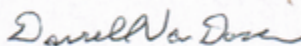
XVI. Entire Agreement:

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



Rudy Carson

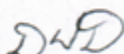
Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036



Customer Signature

2/28/13

Date



Customer's Initials



RC

Contractor's Initials

RECEIVED

By shelly helmke at 1:11 pm, Apr 16, 2024

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Regulatory Authority
Block Creek Aerobic Services, LLC
444 A Old Hwy #9
Comfort, TX 78013
Off. (830) 995-3189
Fax: (830) 995-4051

Permit License Number
Customer LINCOLN CUSTOM HOME
Site Address 2924 CASCADE PARKWAY
City SPRING BRIDGE 78072
Mailing Address P.O. BOX 111
County COMAL Map #
Phone 210-138-3106
Email BRIAN.RIGHT@GMAIL.COM

I. General This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Darrell Van Dover (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter collectively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her responsibilities, as described herein.

II. Effective Date

This Agreement commences on Date LTO is Issued and ends on 2 yrs from Date of LTO for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. Termination of Agreement

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

IV. Services

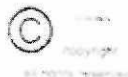
Contractor will:

- Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CPM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the services cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to effect repair of system within two (2) business days after said notification.
- Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection

DVD

RC

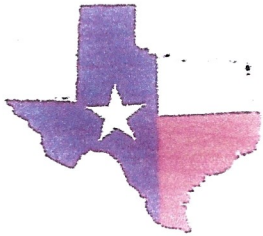


Customer's Initials

Contractor's Initials

VOID

NOT OUT
Contract



SOTX SEPTIC SERVICES

15656 CRANES MILL RD.
CANYON LAKE, TX 78133
(830)481-3249
SOTXSERVICES@GMAIL.COM

115899

Time in: 5:00
Time out: 5:15
Date: 4-3-24
Installer: _____

Customer: RJ & Debbie Trexler
Site: 2224 CASCADE
County: Cornwall
Subdivision: CASCADE
Phone #: _____

Permit: _____
Contract: _____
Tech: Clarence D. Hinds Jr.

TESTING REPORT

Inspection type: scheduled

System type: SPRAY

Inspected Item	Operational	Inoperative	N/A
Aerator	✓		
Irrigation pump	✓		
Air Compressor	✓		
Disinfection device	✓		
Chlorine supply	✓		
Spray field vegetation	✓		
Sprinkler/Drip backwash	✓		
Access posts are secured	✓		

PSI: 5.2
Sludge
levels: low
Tank 1: 0-2
Tank 2: 0-1
Tank 3: 0-1

TESTS REQUIRED/ RESULTS

	Required Y/N	Results mg/ 1 mpn/ 100 ml or Trace	Test Method
BOD (GRAB)	<u>N</u>		
TSS (GRAB)	<u>N</u>		
CL (GRAB)	<u>N</u>		
FECAL COLIFORM	<u>N</u>		

Repairs: Y

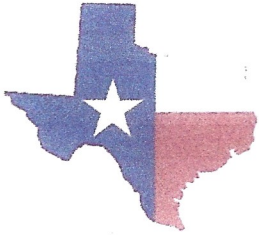
Actions Taken and Comments:

Cleaned Air Filter.

Adjusted Timer

Maintenance Provider: _____

MP0002439



SOTX SEPTIC SERVICES

15656 CRANES MILL RD.
CANYON LAKE, TX 78133
(830)481-3249

SOTXSERVICES@GMAIL.COM

Time in: 1:30
Time out: 1:43
Date: 8-19-24
Installed: _____

Customer: Trexler
Site: 8234 CASCADE PKWY
County: COMAL
Subdivision: CASCADE
Phone #: _____

Permit: 115899
Contract: _____
Tech: Clarence D. Hinds Jr.

TESTING REPORT

Inspection type: scheduled System type: Spray

Inspected Item	Operational	Inoperative	N/A
Aerator	<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"/>
Access posts are secured	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PSI: 4.9
Sludge
levels: Low
Tank 1: 1-3"
Tank 2: 0-1"
Tank 3: 2-3"

TESTS REQUIRED/ RESULTS

	Required Y/N	Results mg/ 1 mpm/ 100 ml or Trace	Test Method
BOD (GRAB)	<u>N</u>	<u>/</u>	<u>/</u>
TSS (GRAB)	<u>N</u>	<u>/</u>	<u>/</u>
CL (GRAB)	<u>N</u>	<u>/</u>	<u>/</u>
FECAL COLIFORM	<u>N</u>	<u>/</u>	<u>/</u>

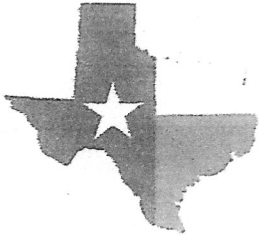
Repairs: Y N

Actions Taken and Comments:

changed Air Filter

Maintenance Provider: _____

MP0002439



SOTX SEPTIC SERVICES

15656 CRANES MILL RD.

CANYON LAKE, TX 78133

(830)481-3249

SOTXSERVICES@GMAIL.COM

Time in: 12:41

Time out: 12:51

Date: 1-13-25

Installed: _____

Permit: 115899

Contract: _____

Tech: Clarence D. Hinds Jr.

Customer: RJ & Debbie Treder

Site: 2224 CASCADE PARKWAY

County: COMAL

Subdivision: CASCADE

Phone #: _____

TESTING REPORT

Inspection type: Scheduled

System type: SPRAY

Inspected Item	Operational	Inoperative	N/A
Aerator	<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"/>
Access posts are secured	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PSI: 5.9

Sludge

levels: M.D

Tank 1: 3-4

Tank 2: 1-2

Tank 3: 1-2

TESTS REQUIRED/ RESULTS

	Required Y/N	Results mg/ 1 mpn/ 100 ml or Trace	Test Method
BOD (GRAB)	<u>N</u>		<input checked="" type="checkbox"/>
TSS (GRAB)	<u>N</u>		<input checked="" type="checkbox"/>
CL (GRAB)	<u>Y</u>	<u>1</u>	<input checked="" type="checkbox"/>
FECAL COLIFORM	<u>N</u>		<input checked="" type="checkbox"/>

Repairs: Y (N)

Actions Taken and Comments:

Cleaned Air Filter

Maintenance Provider: _____

MP0002439