

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: 119041
Issued This Date: 10/14/2025
This permit is hereby given to: JOYCE KATHLEEN COSTELLO

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

1207 CLEARCREEK DR
CANYON LAKE, TX 78133

Subdivision: TANGLEWOOD SHORES
Unit: 0
Lot: 121
Block: 0
Acreage: 0.2300

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.CCEO.ORG

Date August 11, 2025

Permit Number 119041

1. APPLICANT / AGENT INFORMATION

Owner Name JOYCE KATHLEEN COSTELLO
Mailing Address 8211 ENCINITAS COVE DRIVE
City, State, Zip TOMBALL, TEXAS 77375
Phone # 512-423-6463
Email nikolas@struereconstruction.com

Agent Name GREG JOHNSON, P.E.
Agent Address 170 HOLLOW OAK
City, State, Zip NEW BRAUNFELS TEXAS 78132
Phone # 830-805-2778
Email gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name TANGLEWOOD SHORES Unit Lot 121 Block

Survey Name / Abstract Number Acreage

Address 1207 CLEAR CREEK DRIVE City CANYON LAKE State TX Zip 78133

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms

Indicate Sq Ft of Living Area

☐ 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 Traller/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: \$ 10,000 (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 ☐ Rainwater Collection

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.

Signature of Owner *Joyce Kathleen Costello*

Date 25 August 2025



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

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) NUWATER B-550-PC Absorption/Application Area (Sq Ft) 1815

Gallons Per Day (As Per TCEQ Table III) 114

(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.)

Is there at least one acre per single family dwelling as per 285.40(c)(1)? ☐ Yes ☒ No

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 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 ☒ 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

August 20, 2025
Date

AFFIDAVIT**THE COUNTY OF COMAL
STATE OF TEXAS****CERTIFICATION OF OSSF REQUIRING MAINTENANCE**

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

II

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

UNIT/PHASE/SECTION BLOCK 121 LOT TANGLEWOOD SHORES SUBDIVISION

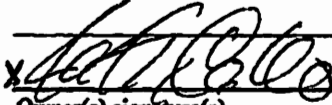
IF NOT IN SUBDIVISION: ACREAGE SURVEY

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

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.

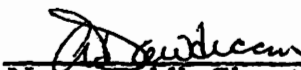
Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

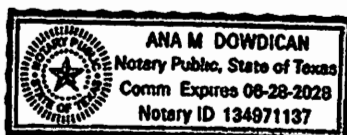
WITNESS BY HAND(S) ON THIS 25th DAY OF August, 20 25


Owner(s) signature(s)

JOYCE KATHLEEN COSTELLO
Owner (s) Printed name (s)

JOYCE KATHLEEN COSTELLO SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 8/25 DAY OF 20 25


Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/15/2025 09:39:02 AM
MARY 1 Pages(s)
202506029655



Bobbie Koepp

Revised

Efrain Gallegos

10/31/2025 11:44:48 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Property Owner(s): Joyce Kathleen Costello Agreement Dates: License to Operate for 2 YRs
Property Address: 1207 Clearcreek Dr City & Zip: Canyon Lake, TX 78133
Subdivision: Tanglewood Shores Section, Lot, Block: Lot 121
Permitting Authority: Comal (CCEO) Permit Number: 119041

The Texas Commission on Environmental Quality (TCEQ) mandates regular inspections and maintenance of all Aerobic Treatment Units (ATUs). These checks must occur every four months throughout the unit's lifespan (*some permitting authorities may adjust this requirement after the first two years of installation; contact your county/permitting authority for more information*).

MJ Septic will inspect and service your ATU every four months for 24 months (2 years). For new installations, the contract's effective date aligns with the issuance of the License to Operate (LTO), as required by state guidelines established on June 13, 2001. Laboratory testing for parameters like coliform, TSS, and BOD are not included, and the associated fees are the owner's responsibility.

Renewal Prior to the conclusion of the contract, MJ Septic provides a seamless continuation option for routine maintenance and comprehensive reporting. To ensure uninterrupted service, electronic renewal reminders are promptly and automatically sent, keeping customers informed and allowing for timely action. It is important that you notify the office of any email address and/or phone number changes to avoid missing renewal notices.

Inspections It is crucial that we have full access to your system, including gate codes and combination locks, to conduct inspections effectively. We conduct inspections every four months (three times per year) to ensure the proper functioning of mechanical, electrical, and other applicable components. The annual fee covers the inspections but does not include parts, cleaning/pumping, chlorine/bleach (tablets or liquid), additional service calls, or additional testing required by any regulating authority. Property owner(s) or tenant(s) are not required to be present at time of inspection.

Inspection Notifications Upon scheduling your upcoming inspection, an automated electronic booking confirmation will be sent to the email address(es) and/or mobile number(s) you provided during enrollment. Throughout the duration of your agreement, you are required to reach out to our office and provide any necessary updates to your information. As a reminder, a notification will be sent the day before your scheduled inspection. While there will not be a specific time frame for the inspection, you will receive a notification when the technician is on their way to your property on the day of the scheduled inspection. Property owner(s) or tenant(s) are not required to be present at time of inspection.

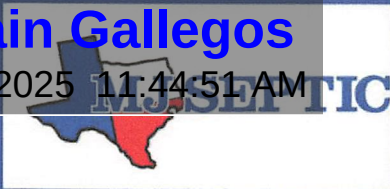
Reinspections If we are unable to access your property or system at any time due to circumstances beyond our control, you have the following options:

- Reschedule the inspection when our regular septic inspection technicians are scheduled to be back in your area again. This option is free of charge. (*could be up to 45+ days*)
- Reschedule the inspection with a repair technician for a specific date between Tuesday and Thursday. A service call fee of \$75 will be charged at the time of booking.
- Decline the inspection altogether. Please note that this option is not recommended, as there will be an 8-month or greater gap between inspections. You will not be notified of any potential issues, sludge readings, etc. No refunds will be given for declined inspections.

Revised

Efrain Gallegos

10/31/2025 11:44:51 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260 (210) 875-3625 info@mjseptic.com

Credit/Debit Card and Payment Terms

- a) The full cost of the agreement is to be paid in full at time of enrollment or renewal. If this agreement is part of a new system installation, it was paid in full at that time.
- b) To ensure prompt scheduling for all service calls, repairs, and pumping, we require a credit/debit card to be on file with our office upon booking. Please note that this is a mandatory requirement, and no exceptions will be made. Our technicians are not equipped to accept alternative payment methods in the field. Payment will be processed to the card on file immediately upon completion of repairs or service calls, unless otherwise noted.

System Alarms Don't panic if your aerobic septic system's audio or visual alarm activates. It's usually not an emergency. First, silence the alarm using the switch or button on the control panel to avoid disturbing your household or neighbors. During this time, it is important that you reduce all non-essential water usage in the event your system is overfull. Please refer to your OSSF Troubleshooting Guide for helpful information until we can schedule your service call.

- a) **Contact us for service:** It's crucial to notify our office as soon as possible to schedule a service call. If we're closed, leave a voicemail or text us at (210) 875-3625. Alternatively, send an email request to info@mjseptic.com.
- b) **Scheduling response times:** MJ Septic is committed to addressing all major concerns and complaints promptly. Excluding weekends and holidays, we aim to respond within 72 hours from the initial contact with the homeowner(s). Please check our website or Google for our updated hours of operation.
- c) **System power:** To avoid costly complications, it is crucial that you refrain from turning off the main power breaker to shut down the system under any circumstances, even in the occurrence of a system alarm.

Service Calls Outside of regular inspections, a \$75 service call fee (excluding parts, cleaning, and pumping) will be charged for service calls requested by homeowners or renters. At the company's discretion, this fee may be credited toward or even waived for an on-site repair. Some examples of service calls that may be encountered include, but are not limited to, responding to audio or visual system alarms, overflowing systems, backed up or clogged systems, chlorinator checks, odor complaints, sludge level rechecks, disconnected airlines, timer adjustments, spray head adjustments, and system power failures.

New Installation Warranty For ATU's under the initial installation warranty (2 years from the initial installation date), if a warrantied part requires replacement within 60 days of the LTO being issued, parts will be replaced free of charge. After 60 days, a \$75 warranty credit fee will be assessed for all part replacements or repairs. MJ Septic will only honor warrantied items when there is a valid maintenance contract in place.

Customer Purchased Parts MJ Septic will not install or work on parts purchased and provided by the customer. The use of unauthorized parts may compromise the system's performance and integrity. No exceptions will be made.

Unauthorized Repairs This only applies to systems under the original system installation maintenance contract and/or systems under any type of warranty with MJ Septic. Using a company other than MJ Septic for repairs will void all warranties associated with the maintenance contract. Unauthorized repairs are considered a breach of the maintenance contract and may have legal consequences.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

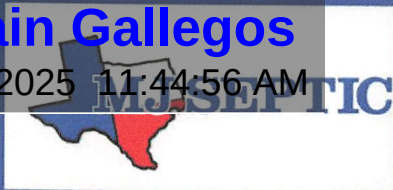
1328 W Borgfeld Dr. San Antonio, TX 78260 (210) 875-3625 info@mjseptic.com

Repairs I During routine inspections or service calls, if the technician discovers parts in need of repair or replacement, we will try to contact the homeowner for on-site repair approval. If on-site repair/replacement is not possible, the customer will be notified by email or the postal service if we do not have an email address on file. All major part replacements include a 2-year warranty (refer to the notes below). There will be a \$75 warranty credit fee for all parts if replacement is required during the warranty period. Warranties will only be honored if there is an active maintenance agreement with MJ Septic. If the contract is not current, all warranties are void.

Repairs II Owning an aerobic system comes with the expectation of part replacements and septic tank cleaning needs. Regardless of how meticulously the system is maintained or how responsible your household usage is, certain components will inevitably require replacement. Some of these components, such as diffuser bars (not used by all brands), filters, sprinkler heads, airline, float switches, timers, and audio and visual alarms, are relatively inexpensive and commonly replaced. Septic tank cleaning and other components, such as sprinkler pumps, air compressors, and control panels, can be pricier than smaller parts. The longevity of your system's components varies based on several factors, including the number of users, water usage, dietary choices, medications taken, household cleaning chemicals used, items flushed down the commode, and the typical lifespan of each functional part.

Cost Expectations with Aerobic Septic System Maintenance

- ❖ Regular maintenance is essential for the proper function of your aerobic septic system. Even with proper maintenance, optimal design, and controlled household usage, certain components of your aerobic system will inevitably require replacement.
- ❖ More common and less expensive parts include, but are not limited to, airline replacement, audio and visual alarms, diffuser bars (only if applicable to your system), filters, float switches, sprinkler heads, and timers.
- ❖ Less common and more expensive parts that may need replacing include effluent (spray) pumps, air compressors, and control panels. Septic tank cleaning (pumping) is another service that you should expect to pay for.
- ❖ The lifespan of your septic system's components is influenced by various factors. These include, but are not limited to the number of users, water consumption, dietary habits, medication usage, household cleaning products, and what is flushed into the system. Additionally, each component has its own expected lifespan.
- ❖ The lifespan of components within your system will vary. Routine inspections assess these components to determine whether they need to be replaced or repaired. These components may include, but are not limited to, the following: air compressor (aerator), filter pads, diffuser bars, sprinkler pumps (effluent/irrigation pumps), control panels, electrical circuit boards, float switches, timers, audio alarms, visual alarms, airline, photocell, toggle switches, wiring, junction boxes, risers and/or lids, sprinkler heads, and chlorinators.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Septic Tank Cleaning (Pumping) & Sludge Readings Since aerobic septic systems are a "treatment unit", the rise of sludge in the pump tank will depend on how the system is being used and if the treatment process is taking place as the system is designed for.

- ❖ An aerobic system should never be treated like a city sewer.
- ❖ Sludge readings are taken at each routine inspection, or in the event a technician deems it necessary upon other scheduled services.
- ❖ Accurate sludge readings cannot be taken in the event the system has had a power failure or the system has been turned off causing the system to overflow.
- ❖ Septic tank cleaning (pumping) will be recommended once your sludge levels have reached anywhere between 10-12" inches of sludge in the pump tank chamber of your aerobic system.
- ❖ Septic tank cleaning (pumping) may also be recommended for other various reasons, such as, but not limited to, the trash tank chamber being full of solids.
- ❖ Sludge readings can increase due to many factors, and the accumulation of sludge within the pump tank may not occur at a consistent or gradual rate.
- ❖ The accumulation of sludge in your septic system is influenced by various factors. These include but are not limited to water consumption and usage within the household, the materials entering the system, consecutive laundry loads, simultaneous use of laundry, dishwasher, and showers/baths, hosting gatherings, and internal water leaks such as a running toilet.
- ❖ Hydraulic overload can be caused by surges of water entering the system. This throws off the bacterial balance, which prevents proper waste breakdown and leads to faster sludge accumulation in the pump tank. The result is more frequent pumping.
- ❖ The items that are flushed down toilets or poured down drains need to be treated by the septic system, they do not just disappear.
- ❖ Aerobic systems are designed to treat domestic wastewater and most toilet paper (read labels). Note that even if these items are labeled as "flushable" or "septic safe," they may still harm your system.

Damage and additional expenses for repairs and pumping can be caused by the following items entering the system (this list is not exhaustive):

- ❖ Excessive use of the garbage disposal (*if necessary, dishes should be scraped into the trash and wiped with a paper towel prior to washing*)
- ❖ Egg shells, coffee grounds, fruit and vegetables, fruit and vegetable peels
- ❖ Fats, grease, and oils
- ❖ Too many harsh household cleaners, excessive use of laundry detergent, fabric softener, and/or bleach
- ❖ Drain cleaners and automatic toilet bowl cleaners
- ❖ Wipes of any type (feminine, baby, facial, cleaning), feminine products and feminine product applicators, paper towels, condoms, and cotton swabs
- ❖ Hair combs, dental floss, any type of diapers, gauze bandages, and unused medications
- ❖ Paint, paint thinners, and varnishes
- ❖ Pet hair, kitty litter, cigarette butts, e-cigarettes, any type of plastics

Revised

Efrain Gallegos

10/31/2025 11:44:59 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Additional Terms and Conditions, Warranty Violations

Power to the System

❖ **Power to the System:** Never turn off the power to your system, even in the event of a system alarm or any other issues. This is not permissible and can cause further complications or damage(s) to the system.

❖ **Alarms:** Disconnecting the audio or visual alarms, which serve as critical system alerts for potential septic system issues, can prevent you from being informed about these problems until it's too late. Both audio and visual alarms are essential features that should not be disabled.

❖ **Maintaining proper airflow in the air compressor:** In a septic system, the air compressor plays a pivotal role in facilitating the breakdown of waste. Restricting airflow to the air compressor can have detrimental consequences. This restriction can lead to damage to the compressor itself and subsequently disrupt the proper functioning of the entire septic system.

System Alterations or Modifications

❖ Do not build or construct anything over any part of the aerobic system.

❖ There are setback requirements for surface improvements near the septic, and failure to meet them could result in expenses to bring the system back into compliance. Please reach out to us if you plan on making surface improvements and we can help you ensure you remain in compliance with code requirements.

❖ Surface application lines, drip irrigation lines, spray heads or any other components of your aerobic system should never be modified, replaced or tampered with by other contractors. This includes but is not limited to landscaping companies, irrigation companies, or pool companies.

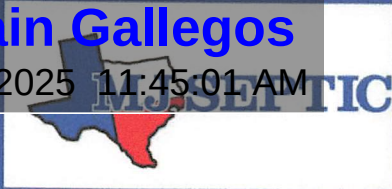
❖ MJ Septic, LLC must be contacted by property owners prior to any alterations on their property. This includes, but is not limited to, the addition of swimming pools, outdoor kitchens, decks, patios, sport courts, and irrigation systems, to ensure that the necessary measures are taken.

❖ Some modifications will require obtaining a new permit from the respective county, having a septic designer redesign the system, and having a licensed septic installation company make the appropriate changes onsite.

❖ If modifications are made without the appropriate permitting approval, property owners will be responsible for any and all associated costs to repair the system to bring it back into compliance. Additionally, any warranties (*if applicable*) will be voided.

❖ The discharge from septic system surface application heads (septic spray heads) is restricted to areas with natural vegetation.

❖ Unless otherwise noted, the spray heads should only spray between midnight and 5am.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Additional Terms and Conditions, Warranty Violations, Continued

Irrigation Systems, Landscaping, & Ants

- ❖ Avoid installing or allowing your irrigation system to discharge/spray in the same area as your septic spray areas, as it can lead to oversaturation and violates state/county code.
- ❖ Ant mounds must not be allowed to form near any part of the aerobic system. If ant mounds appear, they can be treated with ant killer. Any electrical component damage resulting from ants will void all applicable warranties.
- ❖ No landscaping elements, including trees, plants, and flowers, should be planted on or over any part of the aerobic system.
- ❖ Vegetation, including that around spray heads and the spray area, must be kept mowed and trimmed to allow for safe access and inspection by technicians. Failure to do so may result in a rescheduling fee or dismissal of the inspection.

Liquid Bleach Chlorination Systems (most common in newer systems/homes and buildings) - Never tamper or alter your chlorinator system. This will void any warranties *(if applicable)*.

- ❖ Regular household bleach (6-10% Sodium Hypochlorite) is used for liquid chlorinators.
- ❖ **Warning!** Never use low splash, splashless, or scented bleach. This will cause complications or damages to the chlorination system and void any warranties *(if applicable)*.
- ❖ Chlorine consumption for the typical household is up to one gallon per person per month, add an additional gallon if you have a water softener, but it will only use that much if each person in the house is using 100 gallons a day or more. Some households use more bleach, some less, it depends on water usage. You don't want to use more than 3-4 gallons at a time, so if you have more than 3-4 people in the home and a water softener you might be adding on a bi-weekly basis.
- ❖ We recommend checking your chlorine consumption every other week for a couple of months so that you can get a good idea of what your household will use, after which point you can set yourself up on a regular schedule. If you ever have guests over or a period of higher water usage inside of the home you will need to add more during those times.

Tablet Chlorination Systems Never tamper or alter your chlorinator system. This will void any warranties *(if applicable)*.

- ❖ Calcium Hypochlorite tablets are available at your local Home Depot or Lowe's. *MJ Septic does not carry this product for resale.*
- ❖ **Warning!** Never use swimming pool chlorine tablets or solutions for your septic system. Mixing pool tablets with wastewater tablets could cause a dangerous volatile reaction.
- ❖ **Warning!** Always store your septic chlorine tablets in a cool, dry and well-ventilated area.
- ❖ **Warning!** Do not store your septic chlorine tablets near water heaters, water heater closets, near gas fixtures or electricity.

When the chlorinator is completely empty, do not add more than 4-5 tablets at a time to prevent the chlorinator canister from clogging. *If the canister is clogged, use a water hose to rinse and completely clean and clear the canister before adding fresh tablets.*



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260 (210) 875-3625 info@mjseptic.com

- ❖ **Exceeding your septic system's rated daily capacity I:** The septic system is engineered to manage a specific quantity of waste and water on a daily basis. Surpassing this limit can lead to several detrimental effects, such as the accelerated accumulation of sludge and premature failure of system components.
- ❖ **Exceeding your septic system's rated daily capacity II:** To ensure the proper functioning of your aerobic system, it's crucial not to overload it. Conserving water can help prevent this issue. Be vigilant about fixing leaky faucets and running commodes to avoid unnecessary water usage. Distribute your laundry throughout the week, aiming for one to two loads daily. Avoid doing all your laundry on the same day, as this can create a sudden surge of water entering the system. This hydraulic overload can disrupt the balance of bacteria, hindering the proper breakdown of waste and leading to a faster accumulation of sludge in your pump tank. The result may be a need for more frequent pumping.
- ❖ **Septic Tank Cleaning & Part Replacement:** Regular cleaning and pumping of the septic system are crucial for its optimal functioning. Ignoring recommendations to clean and pump the system can lead to malfunctions and potential issues. Failure to replace necessary parts as needed can exacerbate the situation, further compromising the system's performance.

Homeowner Responsibilities

- a) **Yard Work/Landscaping:** Keep grass, weeds, and plants trimmed and clear of tank access points, the control panel, air compressor, etc. Grass, weeds, and plants can block access to the septic system and its components. This can be potentially damaging to the system if grass/weeds grow into the pipes and lines. Overgrown grass around the aerator can restrict proper airflow. Avoid spraying your irrigation system in the same areas as your septic spray areas which will lead to oversaturation and is against code compliance.
- b) **Pest Control:** To assist in maintaining the longevity and safety of our technicians, regular treatment for ants in the surrounding area is essential. Ants have the potential to form mounds within the electronic components of the system, leading to damage and premature failure. Additionally, treating the septic tank area and components for wasps, hornets, bees, and other insects is crucial to ensure the safety of all individuals involved.
- c) **Permitting:** Obtain approval from a septic designer and permitting authority before making any additions or modifications to your septic system: Any changes to your septic system must be approved by a septic designer and the permitting authority. Failure to obtain approval can result in fines and penalties. See section entitled *Alterations and Modifications to the System*.
- d) **Chlorination Supply:** *This does not apply to drip irrigation systems.* You are responsible for maintaining your own chlorine supply. TCEQ regulation requires proper chlorination for all surface application septic systems. For liquid chlorinators, homeowners are to add 2-3 gallons of 6-10% Sodium Hypochlorite (Household Bleach) per month. Chlorine consumption will vary depending on water usage. For tablet chlorinators, homeowners can purchase Calcium Hypochlorite tablets at a local Home Depot or Lowe's. **Warning! Do not use pool tablets, as it poses a significant safety risk. The combination of pool tablets and certain chemicals can result in a hazardous and volatile reaction.**
- e) **Drip Irrigation Systems:** *This does not apply to surface application systems.* It is the homeowners responsibility to clean the drip irrigation disc filter anywhere between weekly to monthly, depending on build up. Build up frequency is directly related to individual usage. The drip irrigation filter will be cleaned during routine inspections.

Revised

Efrain Gallegos

10/31/2025 11:45:07 AM

OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Liability Disclaimer

- a) MJ Septic will not be liable for any damage, malfunction, or issues resulting from unauthorized alterations or modifications to the septic system.
- b) The property owner bears full responsibility for ensuring compliance with county codes and regulations.

Electronic Acceptance of Maintenance Agreement

- a) The agreed-upon price, terms, and conditions are found acceptable and are thus accepted. MJ Septic is granted permission to access the property for the purpose of conducting routine maintenance inspections, as well as for carrying out service calls and repairs, as requested and agreed upon.
- b) By reviewing this agreement in its entirety, I acknowledge that I have read and accepted the maintenance agreement guidelines above. I understand that I have the right to terminate my contract within 14 business days of reviewing this agreement and receive a full refund, excluding any initial or routine inspections conducted during that period.
- c) MJ Septic maintains the sole authority to modify this document whenever deemed necessary.

MJ Septic will not sign or approve this agreement without a prior electronic approval for septic installation. This applies to all builders, general contractors, and/or property owners acting as the builder or general contractor of record.

Having thoroughly reviewed the terms of this agreement, I understand that upon receiving the License to Operate from my Permitting Authority, I am responsible for contacting MJ Septic to begin the enrollment or transfer process for this agreement and warranty. Following completion of this process, MJ Septic will electronically transmit all OSSF closing documents for my records.

Property Owner(s): Joyce Kathleen Costello

Property Address: 1207 Clearcreek Dr **City & Zip:** Canyon Lake, TX 78133

Property Owner(s) Signature(s): 
Nikolas Goff (Oct 27, 2025 09:12:36 CDT)

Property Owner(s) Signature(s): _____

Date of Property Owner(s) Signature(s): 27/10/2025

Authorized MJ Septic Representative Signature: Joy Bonbrake

Date of MJ Septic Signature: 27/10/2025

OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Revised

Efrain Gallegos

10/28/2025 9:56:48 AM

VOID

Property Owner(s): Joyce Kathleen Costello Agreement Dates: License to Operate for 2 YRs

Property Address: 1207 Clearcreek Dr City & State: Canyon Lake, TX 78133

Subdivision: Tanglewood Shores Lot, Block: Lot 121

Permitting Authority: Comal (CCEO) Permit Number: _____

The Texas Commission on Environmental Quality (TCEQ) mandates regular inspections and maintenance of all Aerobic Treatment Units (ATUs). These checks must occur every four months throughout the unit's lifespan (some permitting authorities may adjust this requirement after the first two years of installation; contact your county/permitting authority for more information).

MJ Septic will inspect and service your ATU every four months for 24 months (2 years). For new installations, the contract's effective date aligns with the issuance of the License to Operate (LTO), as required by state guidelines established on June 13, 2001. Laboratory testing for parameters like coliform, TSS, and BOD are not included, and the associated fees are the owner's responsibility.

Renewal Prior to the conclusion of the contract, MJ Septic provides a seamless continuation option for routine maintenance and comprehensive reporting. To ensure uninterrupted service, electronic renewal reminders are promptly and automatically sent, keeping customers informed and allowing for timely action. It is important that you notify the office of any email address and/or phone number changes to avoid missing renewal notices.

Inspections It is crucial that we have full access to your system, including gate codes and combination locks, to conduct inspections effectively. We conduct inspections every four months (three times per year) to ensure the proper functioning of mechanical, electrical, and other applicable components. The annual fee covers the inspections but does not include parts, cleaning/pumping, chlorine/bleach (tablets or liquid), additional service calls, or additional testing required by any regulating authority. Property owner(s) or tenant(s) are not required to be present at time of inspection.

Inspection Notifications Upon scheduling your upcoming inspection, an automated electronic booking confirmation will be sent to the email address(es) and/or mobile number(s) you provided during enrollment. Throughout the duration of your agreement, you are required to reach out to our office and provide any necessary updates to your information. As a reminder, a notification will be sent the day before your scheduled inspection. While there will not be a specific time frame for the inspection, you will receive a notification when the technician is on their way to your property on the day of the scheduled inspection. Property owner(s) or tenant(s) are not required to be present at time of inspection.

Reinspections If we are unable to access your property or system at any time due to circumstances beyond our control, you have the following options:

- Reschedule the inspection when our regular septic inspection technicians are scheduled to be back in your area again. This option is free of charge. (could be up to 45+ days)
- Reschedule the inspection with a repair technician for a specific date between Tuesday and Thursday. A service call fee of \$75 will be charged at the time of booking.
- Decline the inspection altogether. Please note that this option is not recommended, as there will be an 8-month or greater gap between inspections. You will not be notified of any potential issues, sludge readings, etc. No refunds will be given for declined inspections.

Revised

Efrain Gallegos

10/28/2025 9:56:53 AM

OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Credit/Debit Card and Payment Terms

- VOID**
- a) The full cost of the agreement must be paid at the time of enrollment or renewal. If this agreement is not for the system's installation, it has been paid in full at that time.
 - b) To ensure prompt scheduling for all service calls, repairs, and pumping, we require a credit/debit card to be on file with our office at all times. Please note that this is a mandatory requirement, and no exceptions will be made. Our technicians are not equipped to accept alternative payment methods in the field. Payment will be processed to the card on file immediately upon completion of repairs or service calls, unless otherwise noted.

System Alarms Don't panic if your aerobic septic system's audio or visual alarm activates. It's usually not an emergency. First, silence the alarm using the switch or button on the control panel to avoid disturbing your household or neighbors. During this time, it is important that you reduce all non-essential water usage in the event your system is overfull. Please refer to your OSSF Troubleshooting Guide for helpful information until we can schedule your service call.

- a) **Contact us for service:** It's crucial to notify our office as soon as possible to schedule a service call. If we're closed, leave a voicemail or text us at (210) 875-3625. Alternatively, send an email request to info@mjseptic.com.
- b) **Scheduling response times:** MJ Septic is committed to addressing all major concerns and complaints promptly. Excluding weekends and holidays, we aim to respond within 72 hours from the initial contact with the homeowner(s). Please check our website or Google for our updated hours of operation.
- c) **System power:** To avoid costly complications, it is crucial that you refrain from turning off the main power breaker to shut down the system under any circumstances, even in the occurrence of a system alarm.

Service Calls Outside of regular inspections, a \$75 service call fee (excluding parts, cleaning, and pumping) will be charged for service calls requested by homeowners or renters. At the company's discretion, this fee may be credited toward or even waived for an on-site repair. Some examples of service calls that may be encountered include, but are not limited to, responding to audio or visual system alarms, overflowing systems, backed up or clogged systems, chlorinator checks, odor complaints, sludge level rechecks, disconnected airlines, timer adjustments, spray head adjustments, and system power failures.

New Installation Warranty For ATU's under the initial installation warranty (2 years from the initial installation date), if a warrantied part requires replacement within 60 days of the LTO being issued, parts will be replaced free of charge. After 60 days, a \$75 warranty credit fee will be assessed for all part replacements or repairs. MJ Septic will only honor warrantied items when there is a valid maintenance contract in place.

Customer Purchased Parts MJ Septic will not install or work on parts purchased and provided by the customer. The use of unauthorized parts may compromise the system's performance and integrity. No exceptions will be made.

Unauthorized Repairs This only applies to systems under the original system installation maintenance contract and/or systems under any type of warranty with MJ Septic. Using a company other than MJ Septic for repairs will void all warranties associated with the maintenance contract. Unauthorized repairs are considered a breach of the maintenance contract and may have legal consequences.

Revised

Efrain Gallegos

10/28/2025 9:56:55 AM

OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Repairs I During routine inspections or service calls, if the technician discovers parts in need of repair or replacement, we will try to contact the homeowner for on-site repair approval. If on-site repair/replacement is not possible, the customer will be notified by email or the postal service if we do not have an email address on file. All major part replacements include a 2-year warranty (refer to the notes below). There will be a \$75 warranty credit fee for all parts if replacement is required during the warranty period. Warranties will only be honored if there is an active maintenance agreement with MJ Septic. If the contract is not current, all warranties are void.

Repairs II Owning an aerobic system comes with the expectation of part replacements and septic tank cleaning needs. Regardless of how meticulously the system is maintained or how responsible your household usage is, certain components will inevitably require replacement. Some of these components, such as diffuser bars (not used by all brands), filters, sprinkler heads, airline, float switches, timers, and audio and visual alarms, are relatively inexpensive and commonly replaced. Septic tank cleaning and other components, such as sprinkler pumps, air compressors, and control panels, can be pricier than smaller parts. The longevity of your system's components varies based on several factors, including the number of users, water usage, dietary choices, medications taken, household cleaning chemicals used, items flushed down the commode, and the typical lifespan of each functional part.

Cost Expectations with Aerobic Septic System Maintenance

- ❖ Regular maintenance is essential for the proper function of your aerobic septic system. Even with proper maintenance, optimal design, and controlled household usage, certain components of your aerobic system will inevitably require replacement.
- ❖ More common and less expensive parts include, but are not limited to, airline replacement, audio and visual alarms, diffuser bars (only if applicable to your system), filters, float switches, sprinkler heads, and timers.
- ❖ Less common and more expensive parts that may need replacing include effluent (spray) pumps, air compressors, and control panels. Septic tank cleaning (pumping) is another service that you should expect to pay for.
- ❖ The lifespan of your septic system's components is influenced by various factors. These include, but are not limited to the number of users, water consumption, dietary habits, medication usage, household cleaning products, and what is flushed into the system. Additionally, each component has its own expected lifespan.
- ❖ The lifespan of components within your system will vary. Routine inspections assess these components to determine whether they need to be replaced or repaired. These components may include, but are not limited to, the following: air compressor (aerator), filter pads, diffuser bars, sprinkler pumps (effluent/irrigation pumps), control panels, electrical circuit boards, float switches, timers, audio alarms, visual alarms, airline, photocell, toggle switches, wiring, junction boxes, risers and/or lids, sprinkler heads, and chlorinators.

OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Septic Tank Cleaning (Pumping) & Sludge Readings Since aerobic septic systems are a "treatment unit", the rise of sludge in the pump tank will depend on how the system is being used and if the treatment process is taking place as the system is designed for.

- ❖ An aerobic system should never be treated like a city sewer.
- ❖ Sludge readings are taken at each routine inspection, or in the event a technician deems it necessary upon other scheduled services.
- ❖ Accurate sludge readings cannot be taken in the event the system has had a power failure or the system has been turned off causing the system to overflow.
- ❖ Septic tank cleaning (pumping) will be recommended once your sludge levels have reached anywhere between 10-12" inches of sludge in the pump tank chamber of your aerobic system.
- ❖ Septic tank cleaning (pumping) may also be recommended for other various reasons, such as, but not limited to, the trash tank chamber being full of solids.
- ❖ Sludge readings can increase due to many factors, and the accumulation of sludge within the pump tank may not occur at a consistent or gradual rate.
- ❖ The accumulation of sludge in your septic system is influenced by various factors. These include but are not limited to water consumption and usage within the household, the materials entering the system, consecutive laundry loads, simultaneous use of laundry, dishwasher, and showers/baths, hosting gatherings, and internal water leaks such as a running toilet.
- ❖ Hydraulic overload can be caused by surges of water entering the system. This throws off the bacterial balance, which prevents proper waste breakdown and leads to faster sludge accumulation in the pump tank. The result is more frequent pumping.
- ❖ The items that are flushed down toilets or poured down drains need to be treated by the septic system, they do not just disappear.
- ❖ Aerobic systems are designed to treat domestic wastewater and most toilet paper (read labels). Note that even if these items are labeled as "flushable" or "septic safe," they may still harm your system.

Damage and additional expenses for repairs and pumping can be caused by the following items entering the system (this list is not exhaustive):

- ❖ Excessive use of the garbage disposal (*if necessary, dishes should be scraped into the trash and wiped with a paper towel prior to washing*)
- ❖ Egg shells, coffee grounds, fruit and vegetables, fruit and vegetable peels
- ❖ Fats, grease, and oils
- ❖ Too many harsh household cleaners, excessive use of laundry detergent, fabric softener, and/or bleach
- ❖ Drain cleaners and automatic toilet bowl cleaners
- ❖ Wipes of any type (feminine, baby, facial, cleaning), feminine products and feminine product applicators, paper towels, condoms, and cotton swabs
- ❖ Hair combings, dental floss, any type of diapers, gauze bandages, and unused medications
- ❖ Paint, paint thinners, and varnishes
- ❖ Pet hair, kitty litter, cigarette butts, e-cigarettes, any type of plastics

Additional Terms and Conditions, Warranty Violations

Power to the System

- ❖ **Power to the System:** Never turn off the power to your system, even in the event of a system alarm or any other issues. This is not permissible and can cause further complications or damage(s) to the system.
- ❖ **Alarms:** Disconnecting the audio or visual alarms, which serve as critical system alerts for potential septic system issues, can prevent you from being informed about these problems until it's too late. Both audio and visual alarms are essential features that should not be disabled.
- ❖ **Maintaining proper airflow in the air compressor:** In a septic system, the air compressor plays a pivotal role in facilitating the breakdown of waste. Restricting airflow to the air compressor can have detrimental consequences. This restriction can lead to damage to the compressor itself and subsequently disrupt the proper functioning of the entire septic system.

System Alterations or Modifications

- ❖ Do not build or construct anything over any part of the aerobic system.
- ❖ There are setback requirements for surface improvements near the septic, and failure to meet them could result in expenses to bring the system back into compliance. Please reach out to us if you plan on making surface improvements and we can help you ensure you remain in compliance with code requirements.
- ❖ Surface application lines, drip irrigation lines, spray heads or any other components of your aerobic system should never be modified, replaced or tampered with by other contractors. This includes but is not limited to landscaping companies, irrigation companies, or pool companies.
- ❖ MJ Septic, LLC must be contacted by property owners prior to any alterations on their property. This includes, but is not limited to, the addition of swimming pools, outdoor kitchens, decks, patios, sport courts, and irrigation systems, to ensure that the necessary measures are taken.
- ❖ Some modifications will require obtaining a new permit from the respective county, having a septic designer redesign the system, and having a licensed septic installation company make the appropriate changes onsite.
- ❖ If modifications are made without the appropriate permitting approval, property owners will be responsible for any and all associated costs to repair the system to bring it back into compliance. Additionally, any warranties (*if applicable*) will be voided.
- ❖ The discharge from septic system surface application heads (septic spray heads) is restricted to areas with natural vegetation.
- ❖ Unless otherwise noted, the spray heads should only spray between midnight and 5am.

OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Additional Terms and Conditions, Warranty Violations, Continued

Irrigation Systems, Landscaping, & Ants

- ❖ Avoid installing or allowing your irrigation system to discharge/spray in the same area as your septic spray areas, as it can lead to oversaturation and violates state/county code.
- ❖ Ant mounds must not be allowed to form near any part of the aerobic system. If ant mounds appear, they can be treated with ant killer. Any electrical component damage resulting from ants will void all applicable warranties.
- ❖ No landscaping elements, including trees, plants, and flowers, should be planted on or over any part of the aerobic system.
- ❖ Vegetation, including that around spray heads and the spray area, must be kept mowed and trimmed to allow for safe access and inspection by technicians. Failure to do so may result in a rescheduling fee or dismissal of the inspection.

Liquid Bleach Chlorination Systems (most common in newer systems/homes and buildings) - Never tamper or alter your chlorinator system. This will void any warranties *(if applicable)*.

- ❖ Regular household bleach (6-10% Sodium Hypochlorite) is used for liquid chlorinators.
- ❖ **Warning!** Never use low splash, splashless, or scented bleach. This will cause complications or damages to the chlorination system and void any warranties *(if applicable)*.
- ❖ Chlorine consumption for the typical household is up to one gallon per person per month, add an additional gallon if you have a water softener, but it will only use that much if each person in the house is using 100 gallons a day or more. Some households use more bleach, some less, it depends on water usage. You don't want to use more than 3-4 gallons at a time, so if you have more than 3-4 people in the home and a water softener you might be adding on a bi-weekly basis.
- ❖ We recommend checking your chlorine consumption every other week for a couple of months so that you can get a good idea of what your household will use, after which point you can set yourself up on a regular schedule. If you ever have guests over or a period of higher water usage inside of the home you will need to add more during those times.

Tablet Chlorination Systems Never tamper or alter your chlorinator system. This will void any warranties *(if applicable)*.

- ❖ Calcium Hypochlorite tablets are available at your local Home Depot or Lowe's. *MJ Septic does not carry this product for resale.*
- ❖ **Warning!** Never use swimming pool chlorine tablets or solutions for your septic system. Mixing pool tablets with wastewater tablets could cause a dangerous volatile reaction.
- ❖ **Warning!** Always store your septic chlorine tablets in a cool, dry and well-ventilated area. ❖ **Warning!** Do not store your septic chlorine tablets near water heaters, water heater closets, near gas fixtures or electricity.

When the chlorinator is completely empty, do not add more than 4-5 tablets at a time to prevent the chlorinator canister from clogging. *If the canister is clogged, use a water hose to rinse and completely clean and clear the canister before adding fresh tablets.*

OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

- ❖ **Exceeding your septic system's rated daily capacity I:** The septic system is engineered to manage a specific quantity of waste and water on a daily basis. Surpassing this limit can lead to several detrimental effects, such as the accelerated accumulation of sludge and premature failure of system components.
- ❖ **Exceeding your septic system's rated daily capacity II:** To ensure the proper functioning of your aerobic system, it's crucial not to overload it. Conserving water can help prevent this issue. Be vigilant about fixing leaky faucets and running commodes to avoid unnecessary water usage. Distribute your laundry throughout the week, aiming for one to two loads daily. Avoid doing all your laundry on the same day, as this can create a sudden surge of water entering the system. This hydraulic overload can disrupt the balance of bacteria, hindering the proper breakdown of waste and leading to a faster accumulation of sludge in your pump tank. The result may be a need for more frequent pumping.
- ❖ **Septic Tank Cleaning & Part Replacement:** Regular cleaning and pumping of the septic system are crucial for its optimal functioning. Ignoring recommendations to clean and pump the system can lead to malfunctions and potential issues. Failure to replace necessary parts as needed can exacerbate the situation, further compromising the system's performance.

Homeowner Responsibilities

- a) **Yard Work/Landscaping:** Keep grass, weeds, and plants trimmed and clear of tank access points, the control panel, air compressor, etc. Grass, weeds, and plants can block access to the septic system and its components. This can be potentially damaging to the system if grass/weeds grow into the pipes and lines. Overgrown grass around the aerator can restrict proper airflow. Avoid spraying your irrigation system in the same areas as your septic spray areas which will lead to oversaturation and is against code compliance.
- b) **Pest Control:** To assist in maintaining the longevity and safety of our technicians, regular treatment for ants in the surrounding area is essential. Ants have the potential to form mounds within the electronic components of the system, leading to damage and premature failure. Additionally, treating the septic tank area and components for wasps, hornets, bees, and other insects is crucial to ensure the safety of all individuals involved.
- c) **Permitting:** Obtain approval from a septic designer and permitting authority before making any additions or modifications to your septic system: Any changes to your septic system must be approved by a septic designer and the permitting authority. Failure to obtain approval can result in fines and penalties. See section entitled *Alterations and Modifications to the System*.
- d) **Chlorination Supply:** *This does not apply to drip irrigation systems.* You are responsible for maintaining your own chlorine supply. TCEQ regulation requires proper chlorination for all surface application septic systems. For liquid chlorinators, homeowners are to add 2-3 gallons of 6-10% Sodium Hypochlorite (Household Bleach) per month. Chlorine consumption will vary depending on water usage. For tablet chlorinators, homeowners can purchase Calcium Hypochlorite tablets at a local Home Depot or Lowe's. **Warning! Do not use pool tablets, as it poses a significant safety risk. The combination of pool tablets and certain chemicals can result in a hazardous and volatile reaction.**
- e) **Drip Irrigation Systems:** *This does not apply to surface application systems.* It is the homeowners responsibility to clean the drip irrigation disc filter anywhere between weekly to monthly, depending on build up. Build up frequency is directly related to individual usage. The drip irrigation filter will be cleaned during routine inspections.

Revised

Efrain Gallegos

10/28/2025 9:57:10 AM

OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Liability Disclaimer

- a) MJ Septic will not be liable for any damage, malfunction, or issues resulting from unauthorized alterations or modifications to the septic system.
- b) The property owner bears full responsibility for ensuring compliance with county codes and regulations.

Electronic Acceptance of Maintenance Agreement

- a) The agreed-upon price, terms, and conditions are found acceptable and are thus accepted. MJ Septic is granted permission to access the property for the purpose of conducting routine maintenance inspections, as well as for carrying out service calls and repairs, as requested and agreed upon.
- b) By reviewing this agreement in its entirety, I acknowledge that I have read and accepted the maintenance agreement guidelines above. I understand that I have the right to terminate my contract within 14 business days of reviewing this agreement and receive a full refund, excluding any initial or routine inspections conducted during that period.
- c) MJ Septic maintains the sole authority to modify this document whenever deemed necessary.

MJ Septic will not sign or approve this agreement without a prior electronic approval for septic installation. This applies to all builders, general contractors, and/or property owners acting as the builder or general contractor of record.

Having thoroughly reviewed the terms of this agreement, I understand that upon receiving the License to Operate from my Permitting Authority, I am responsible for contacting MJ Septic to begin the enrollment or transfer process for this agreement and warranty. Following completion of this process, MJ Septic will electronically transmit all OSSF closing documents for my records.

Property Owner(s): Joyce Kathleen Costello

Property Address: 1207 Clearcreek Dr City & Zip: Canyon Lake, TX 78133

Property Owner(s) Signature(s): 
Nikolas Goff (Oct 27, 2025 09:12:36 CDT)

Property Owner(s) Signature(s): _____

Date of Property Owner(s) Signature(s): 27/10/2025

Authorized MJ Septic Representative Signature: Joy Bonebrake

Date of MJ Septic Signature: 27/10/2025

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

August 20, 2025

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

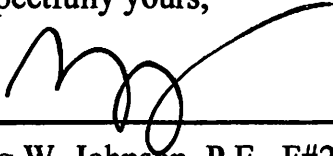
RE- Septic Design
1207 CLEAR CREEK DR
TANGLEWOOD SHORES, LOT 121
CANYON LAKE, TX 78133
COSTELLO RESIDENCE

Brandon/Brenda,

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.

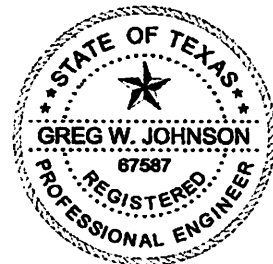
Respectfully yours,



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

August 20, 2025

Date



ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: August 12, 2025

Site Location: TANGLEWOOD SHORES, LOT 121

Proposed Excavation Depth: N/A

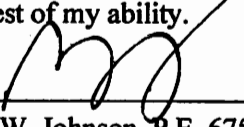
Requirements:

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 <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 6"	BROWN
1						
2						
3						
4						
5						

SOIL BORING NUMBER <u> </u> 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

08/12/25
Date

X= TEST HOLES

NUWATER
B 550 PC
AEROBIC
TREATMENT
PLANT

GREENBRIAR DRIVE

PERSONAL RV
(Using 114 GPD)

~~LOT~~ 121

DRIVEWAY

CLEARCREEK DRIVE



OWNER: JOYCE KATHLEEN COSTELLO		DRAWN BY: EJS III	
STREET ADDRESS: 1207 CLEAR CREEK DRIVE			
LEGAL DESC: TANGLEWOOD SHORES		UNIT/SECTION/PHASE:	BLOCK: LOT: 121
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=20'	DATE: 8/13/2025	REVISED: 8/20/2025

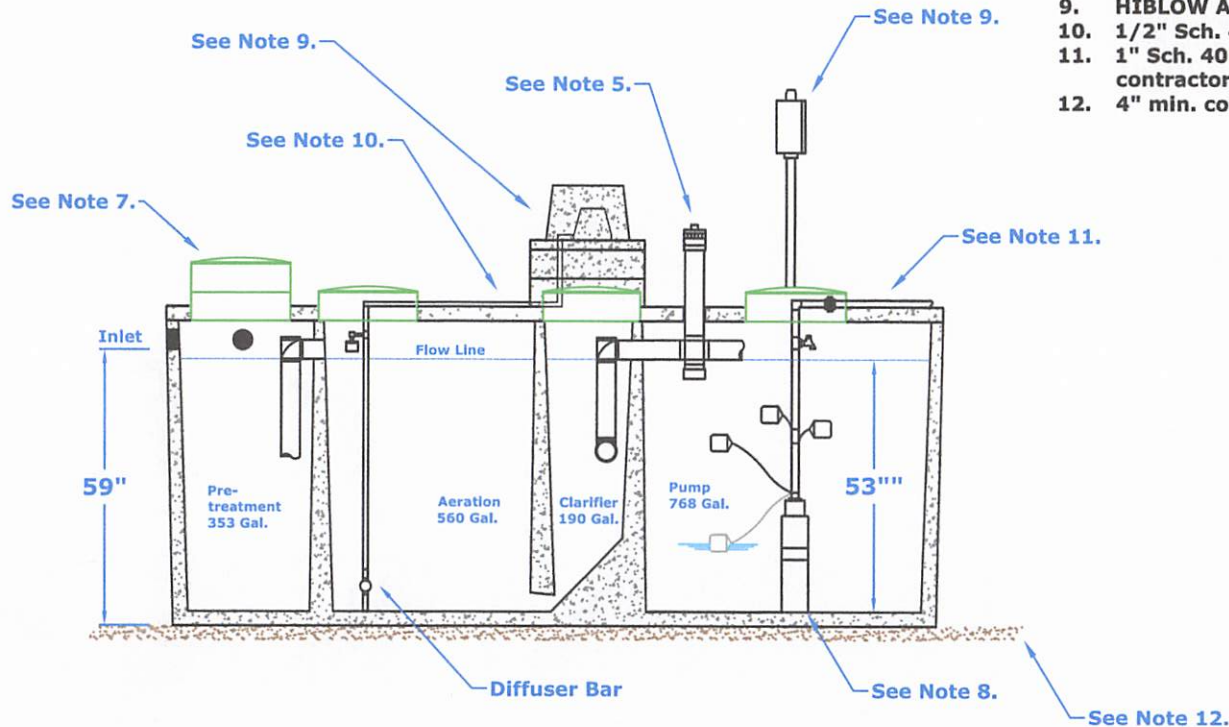
Assembly Details

OSSF



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



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 llc

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

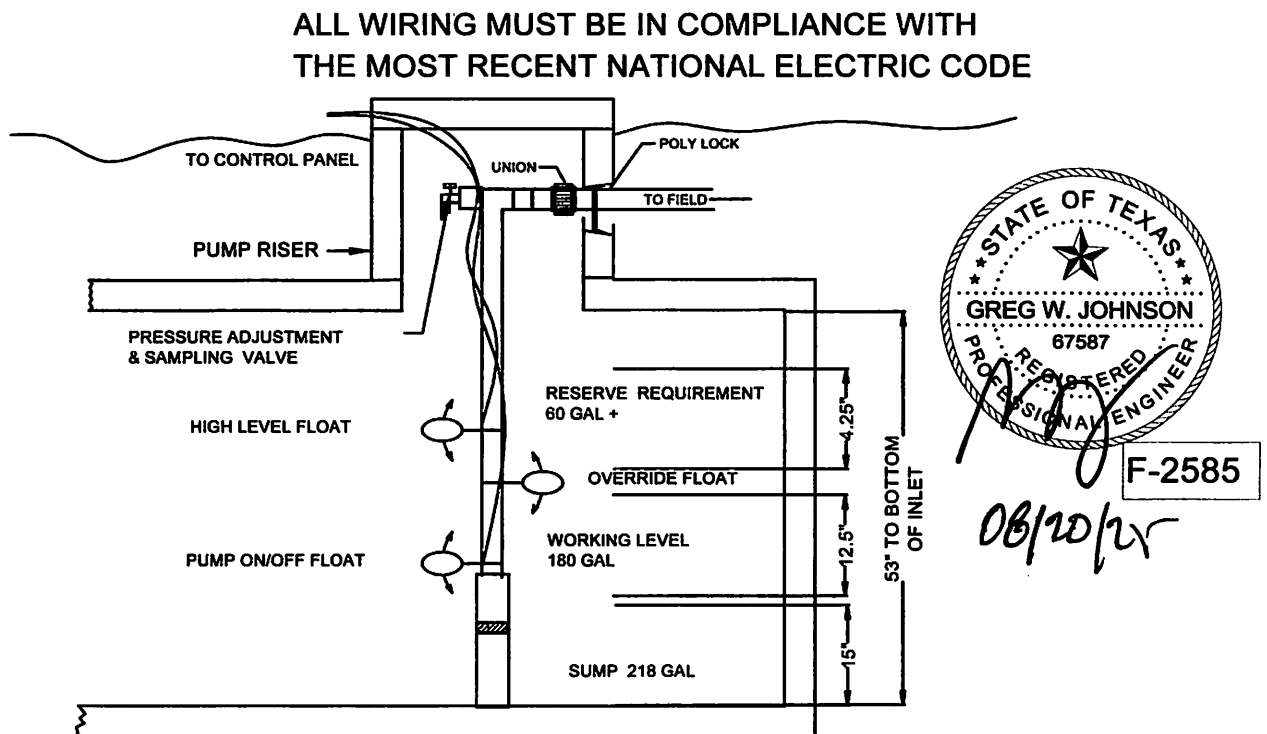
TANK NOTES:

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



**TYPICAL PUMP TANK CONFIGURATION
NU-WATER 550PC -400PT 768 GAL PUMP TANK**

Environmental Series Pumps

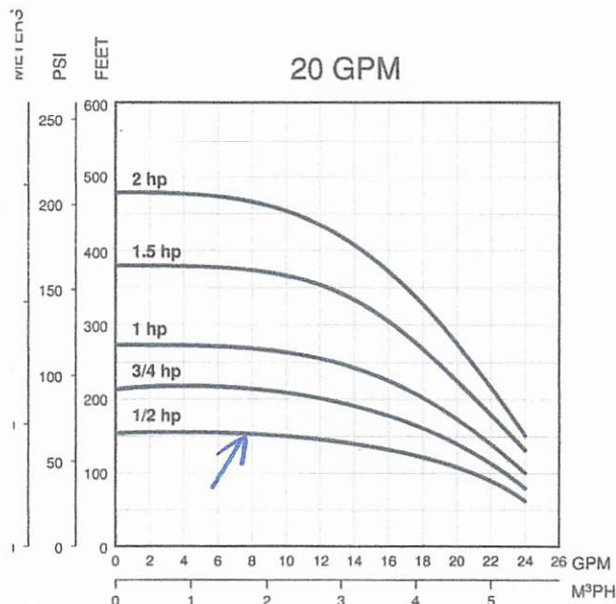
Thermoplastic Performance

LOW ANGLE NOZZLE PERFORMANCE CHART

Nozzle	PSI	Radius	GPM
#1	30	22'	1.5
	40	24'	1.7
	50	26'	1.8
	60	28'	2.0
#3	30	29'	3.0
	40	32'	3.1
	50	35'	3.5
	60	37'	3.8
#4	30	31'	3.4
	40	34'	3.9
	50	37'	4.4
	60	38'	4.7
#6	40	38'	6.5
	50	40'	7.3
	60	42'	8.0
	70	44'	8.6

KRAIN
Pro-Plus

A



Thermoplastic Units Ordering Information

1/2 - 1.5 HP Single-Phase Units

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94741005	10FE05P4-2W115	10	1/2	115	2	24
94741010	10FE05P4-2W230	10	1/2	230	2	24
94741015	10FE07P4-2W230	10	3/4	230	2	28
94741020	10FE1P4-2W230	10	1	230	2	31
94741025	10FE15P4-2W230	10	1.5	230	2	46
94742005	20FE05P4-2W115	20	1/2	115	2	25
94742010	20FE05P4-2W230	20	1/2	230	2	25
94742015	20FE07P4-2W230	20	3/4	230	2	28
94742020	20FE1P4-2W230	20	1	230	2	31
94742025	20FE15P4-2W230	20	1.5	230	2	40

Thermoplastic 1/2 - 2 HP Pump Ends

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94751005	10FE05P4-PE	10	1/2	N/A	N/A	6
94751010	10FE07P4-PE	10	3/4	N/A	N/A	7
94751015	10FE1P4-PE	10	1	N/A	N/A	8
94751020	10FE15P4-PE	10	1.5	N/A	N/A	12
94752005	20FE05P4-PE	20	1/2	N/A	N/A	6
94752010	20FE07P4-PE	20	3/4	N/A	N/A	7
94752015	20FE1P4-PE	20	1	N/A	N/A	8
94752020	20FE15P4-PE	20	1.5	N/A	N/A	10
94752025	20FE2P4-PE	20	2	N/A	N/A	11

SPECIAL WARRANTY DEED

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

DATE: February 2, 2025

GRANTOR: AGCAT REALY, LLC, a Texas Limited Liability Company

GRANTOR'S MAILING ADDRESS: P.O. Box 6296, San Antonio, TX 78209

GRANTEE: Joyce Kathleen Costello

GRANTEE'S MAILING ADDRESS: 64 Flora Way, Golden, CO 80401

CONSIDERATION: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid to Grantor, the receipt and sufficiency of which consideration are hereby acknowledged.

PROPERTY (including any improvements): Lot No. One Hundred Twenty-One (121), Tanglewood Shores Subdivision, Comal County, Texas, being more particularly described in Volume 4, Page 63, Plat Records, Comal County, Texas, and Volume 264, Page 281, Deed Records, Comal County, Texas, and locally known as 1207 Clearcreek Dr., Canyon Lake, TX 78133

RESERVATIONS FROM CONVEYANCE: None.

EXCEPTIONS TO CONVEYANCE AND WARRANTY: LIENS DESCRIBED AS PART OF THE CONSIDERATION AND ANY OTHER LIENS DESCRIBED IN THIS DEED AS BEING EITHER ASSUMED OR SUBJECT TO WHICH TITLE IS TAKEN; VALIDLY EXISTING EASEMENTS, RIGHTS-OF-WAY, AND PRESCRIPTIVE RIGHTS, WHETHER OF RECORD OR NOT; ALL PRESENTLY RECORDED AND VALIDLY EXISTING INSTRUMENTS, OTHER THAN CONVEYANCES OF THE SURFACE FEE ESTATE, THAT AFFECT THE PROPERTY; AND TAXES FOR THE CURRENT YEAR, WHICH GRANTEE ASSUMES AND AGREES TO PAY.

GRANTOR, FOR THE CONSIDERATION AND SUBJECT TO THE RESERVATIONS FROM CONVEYANCE AND THE EXCEPTIONS TO CONVEYANCE AND WARRANTY, GRANTS, SELLS, AND CONVEYS TO GRANTEE THE PROPERTY, TOGETHER WITH ALL AND SINGULAR THE RIGHTS AND APPURTENANCES THERETO IN ANY WAY BELONGING, TO HAVE AND TO HOLD IT TO GRANTEE AND GRANTEE'S HEIRS, SUCCESSORS, AND ASSIGNS, FOREVER. GRANTOR BINDS GRANTOR AND GRANTOR'S HEIRS AND SUCCESSORS TO WARRANT AND FOREVER DEFEND ALL AND SINGULAR THE PROPERTY TO GRANTEE AND GRANTEE'S HEIRS, SUCCESSORS, AND ASSIGNS AGAINST EVERY PERSON WHOMSOEVER LAWFULLY CLAIMING OR TO CLAIM THE SAME, OR ANY PART THEREOF.

BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE, EXCEPT AS TO THE RESERVATIONS FROM CONVEYANCE AND THE EXCEPTIONS TO CONVEYANCE AND WARRANTY.

BY ACCEPTING THIS DEED, GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY OR ANY IMPROVEMENTS THEREON (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN), GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT PROPERTY AND ANY IMPROVEMENTS THEREON ARE CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREAFTER PROVIDED AND LIMITED) CONCERNING THE PROPERTY AND ANY IMPROVEMENTS THEREON, INCLUDING WITHOUT LIMITATION, THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY,

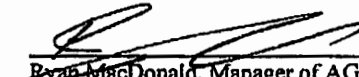
KTAJFJ KC

Grantee's Initials _____

MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY.

WHEN THE CONTEXT REQUIRES, SINGULAR NOUNS AND PRONOUNS INCLUDE THE PLURAL.

Grantor(s):


Ryan MacDonald, Manager of AGCAT REALTY, LLC
on behalf of the company.

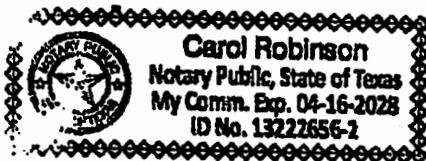
ACKNOWLEDGMENT

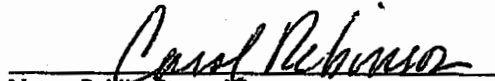
STATE OF TEXAS

§
§
§

COUNTY OF BEXAR

This instrument was acknowledged before me on the 3rd day of February 2025, by Ryan MacDonald, Manager of AGCAT REALTY, LLC, on behalf of the company.




Notary Public, State of Texas

KTAIFFJKC

Grantee's Initials _____, _____

Grantee's Acceptance of Deed
(To be recorded with Special Warranty Deed in the Real Property Records)

Grantee acknowledges that prior to the conveyance of the Property it has made a physical inspection and has satisfied itself as to the condition of Property. Additionally, Grantee further acknowledges that Grantor may have limited knowledge of the Property site and may not have made a personal visit to the Property prior to listing the Property for sale. Grantor is an investment entity who purchases property in volume and often has limited or no knowledge of the site other than what is available in the public records, through third parties and from the internet. Therefore, Grantee acknowledges that Grantor asserts it has disclosed the condition of the property to the best of its abilities based on its limited knowledge of the site. Grantee additionally acknowledges that it has received the Seller's Property Disclosure if it is required by the Texas Property Code, has performed its own inspection of the site prior to the date of the sale, and should Grantee determine any characteristic of the property differs from that of what the Seller's Property Disclosure states or any other assertion by Seller or information contained in Seller's marketing material regarding the Property, Grantee shall unconditionally waive the right to make any and all claims against Grantor, and Grantor's shareholders, owners, directors, agents, officers, partners (both general and limited), members, managers, other beneficial owners, parents and subsidiaries, employees, agents, representatives, legal representatives, heirs, successors, and assigns, and each of them, of any from all claims, demands, causes of action, damages, costs, expenses, actual attorney fees, losses and/or liabilities in law or in equity, of every kind and nature whatsoever arising out of, relating to or in connection with, all statements within the Seller's Property Disclosure as they relate to the physical, abstract, and intrinsic characteristics of the Property. Grantee acknowledges and accepts that at the time of conveyance of the property from Grantor to Grantee that the current year property tax liability has been pro-rated based on the most recent certified tax roll assessment and that Grantee is responsible for the whole current year tax liability when it becomes due by the property taxing authorities. Additionally, Grantee and Grantor together agree that the sole responsibility of any and all prior or current years roll back tax or supplemental liability assessed or identified by the authorities who have jurisdiction to levy any and all taxes against the property shall transfer to the Grantee on the date of the conveyance of the property from Grantor to Grantee.

Grantee accepts the attached deed and consents to its form and substance. Grantee acknowledges that the terms of the deed conform with Grantee's intent and that they will control in the event of any conflict with the contract that Grantee signed regarding the Property described in the deed. Grantee waives and releases all claims against Grantor, including fraud and fraudulent inducement against Grantor and all persons and entities associated with Grantor.

Grantee(s): Kristie Trosclair, Attorney
in fact for, Joyce Kathleen Costello
By Kristie Trosclair,
Attorney in Fact for Joyce Kathleen Costello

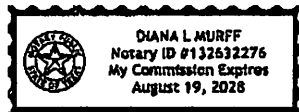
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on the 3rd day of February, 2025, by Kristie Trosclair, Attorney in Fact for Joyce Kathleen Costello.



Diana L. Murff
Notary Public, State of Texas

RETURN AFTER RECORDING TO:

Joyce Kathleen Costello
64 Flora Way, Golden, CO 80401

KTATFFJKC

Grantee's Initials _____

Added Page for Recording

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/05/2025 03:10:36 PM
TAMMY 4 Pages(s)
202506003481



Bobbie Koepp

VOID

Regulatory Authority COMAL
Block Creek Aerobic Services, LLC
144 A Old Hwy 80

Comfort, TX 78013
Off. (830) 995-3189
Fax. (830) 995-4051
TANGLEWOOD SHORES, LOT 121

FACILITY MONITORING AGREEMENT

Permit/License Number _____
Customer JOYCE KATHLEEN COSTELLO
Site Address 1207 CLEAR CREEK DR
City CANYON LAKE Zip 78133
Mailing Address 8211 Encinitas Cv Dr, Tomball 77375
County COMAL Map # CCEO PG 18, D5
Phone 512/423-6463
Email nikolas@struereconstruction.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between JOYCE KATHLEEN COSTELLO (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 LTO and ends on _____ 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, CFM/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 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.
- 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:

Customer's Initials J/K



RC

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.

~~VII. 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 Customers 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.

Customer's Initials

JKE



RC

Contractor's Initials

VOID

THIS AGREEMENT SHALL REMAIN VALID EVEN IF SUCH LIABILITIES ARE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OR BY THE STRICT LIABILITY OF ANY INDEMNITEE.

Customer hereby agrees to waive its right of subrogation against any Indemnatee 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 Indemnatee; or, (2) the willful misconduct of such Indemnatee. 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:

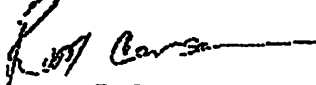
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the 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

25 August 2025
Date



Customer's Initials



RC

Contractor's Initials



**COMAL COUNTY**
ENGINEER'S OFFICE**OSSF DEVELOPMENT APPLICATION
CHECKLIST***Staff will complete shaded items*

		119041
<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

09/20/2025

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

___ (Missing Items Circled, Application Refused)