



Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-site Sewage Treatment and Disposal Facility

Date Issued: 11/30/2010

Permit Number: 92941

Location Description: 30430 Huntington Circle, Bulverde, TX 78163

Lot 106, Rim Rock Ranch Unit 1 Subdivision

Type of System: Aerobic Treatment with Surface Irrigation Discharge

License issued to: Keith/Samantha Jupe

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

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

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

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

Licensing Authority


Comal County Environmental Health
OS0023773
ENVIRONMENTAL HEALTH INSPECTOR


ENVIRONMENTAL HEALTH COORDINATOR
OS 0025599

System Profile

Printed: Tuesday, November 30, 2010

System is installed at:

30430 Huntington Circle
Bulverde, TX 78163
Comal County

Permit Number: 92941
System Name: Primary
Brand Name: Hoot 500AN
Model:
Serial Number:

Owner Information:

Keith/Samantha Jupe
30430 Huntington Circle
Bulverde, TX 78163
Home Phone: (210)290-1645

The original contract for installation was written on .
This system was installed by: .
The installation date was 11/30/2010.
This system is to be inspected every 4 months.
The most recent inspection for this system occurred on .
The next scheduled inspection for this system is due on 3/30/2011.

Permitting Agency:

Comal County Environmental Health
195 David Jonas Drive
New Braunfels, TX 78132-3760
Contact: Sandra Hernandez, Assistant Env. Health Coord
Phone: (830) 608-2090
Fax: (830) 608-2078

Installation Company Info:

Randy Batey

Maintenance Company Info:

Aerobic Services of South Texas
1528 E Common St. Suite 10
New Braunfels, TX 78130
Operator: Tom Hampton

Fax: (830) 608-2078

Most Recent Visits and Results

Date Comp.	Visit Type	Description of Repairs
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Property Notes:

S1 - 11/24/10 S2 - 11/30/10

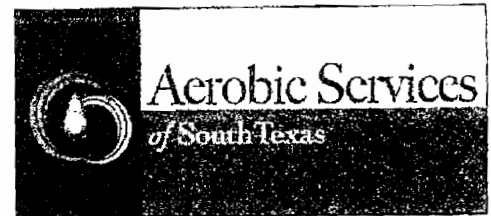
System Notes:

2 full @ 30'

1153 FM 2673

Canyon Lake, TX 78133

Phone (830)964-2365 Fax (830) 964-2659



COUNTY ENGINEER

Routine Maintenance and Inspection Agreement

General

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between Keith A. Jurek, County Engineer (referred to as "Client") and Aerobic Services of South Texas (hereinafter referred to as "Contractor") located at 1153 FM 2673, Texas 78133 (830) 964-2365. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein.

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

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 6 over the two year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation, and replacing or repairing any component not found to be functioning correctly. Any alarm situation affecting the proper function of the Aerobic process will be address within a 48-hour time Frame. After the contract for the two year services agreement expires, work on the remaining warranty does not include labor prices. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The customer is responsible for the chlorine tablets; they must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

At the conclusion of the initial service policy, our company will make available, for purchase on an annual basis, a continuing service policy to cover labor for normal inspection, maintenance and repair.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. **Pumping of sludge build-up is not covered by this policy and will result in additional charges.**

ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the purpose of the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil Is to be replaced with the excavated material as best as possible.

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COUNTY ENGINEER

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Payment for Services

The Client will pay compensation to the Contractor for the Services in the amount of \$400.00 (Four Hundred Dollars). This compensation shall be payable in one lump sum payment upon acceptance of this agreement. Payments not received within 30 days of the above described due date will be subject to a \$20.00 late penalty or a 15% per month carrying charge, whichever is greater.

Termination of Agreement

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

Limit of Liability

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

Dispute Resolution

If a dispute between the Client and the Designer arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

Entire Agreement

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

Severability

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

HOME OWNER

KEITH J. JUNE & Samantha J. JUNE
Name
30430 HUNTINGTON CIRCLE
Address
BULVERDE, TX 78163
City, State
(210) 290-1645
Phone
Signature of Home Owner

SERVICE PROVIDER

Aerobic Services of South Texas Inc.
Name
1528 E. Common St. Ste 10
Address
New Braunfels, Texas 78132
City, State
830-627-1785
Phone
OS0024597
Thomas Hampton
Signature of Service Provider and License #

EFFECTIVE DATE _____ EXPIRED DATE _____ INSTALLED _____

Model # _____ Blower/Panel Serial # _____

The effective date of this initial maintenance contract shall be the date license to operate is issued.

* RIM ROCK RANCH UNIT 1 LOT 106
30430 HUNTINGTON CIRCLE

Comal County OSSF Inspection Sheet

Permit#: 92941 Location: 30430 Huntington Circle (Rim Rock)
Installer Name: R. Batey
(if more than one installer is used list them according to inspection)

1st Inspection: 11/04/10^{SS} 2nd Inspection: _____ Final Inspection: 11/30/10^{SS}
(inspector initials & date) (inspector initials & date) (inspector initials & date)

Are additional inspections required: _____

Re-inspection fee owed: _____ Re-inspection fee paid: _____

Existing soil conditions:

Site/soil conditions match soil evaluation: yes Notes: _____

System Description:

Aerobic with spray: X Aerobic with drip emitters: _____ Low Pressure Dosing: _____ Absorptive drainfield: _____
Evapotranspirative (ET) system: _____ Gravel-less drainfield piping: _____ Leaching chambers: _____
Soil substitution drainfield: _____ other: _____

Tank Inspection:

Tank set level & watertight: OK Inlet/Outlet: OK Tank Size or GPD: 500 Manuf./Brand: Hoot
Model#: 500 aN Pump Tank Size: 760 Alarms/Audible & Visual: yes Operational: yes
Is timer required/provided?: yes Chlorination required/provided?: yes

Notes: _____

Maintenance Tag for Aerobic: yes 920615 SV

System installation:

Pipe check/house to tank: OK Clean-out at structure/every 50 ft./@90's: yes Pipe check/tank to drainfield: NG
(1/8"-ft., SDR 26 or Sch. 40)
Trenches/Excavations: Width/Depth: _____ Trenches/Excavations Level: _____ Pipe & Gravel: _____
Slope within drainfield/spray area: OK Leaching Chambers: _____ GeoTex: _____
Spray irrigation purple pipe: yes Spray irrigation area checked: 2 Full @ 30'

Notes: _____

Separation Distances

Prop. Lines: OK Water lines: NG Water Wells: NG Bldgs/Driveway/Improvements: OK Creeks/Rivers/Ponds: NG
Drainage Easements/Sharp Slopes: OK If over Recharge Zone check for recharge features: NG Are there water
lines crossing tightlines/or within 10 feet of system?: NG Have they been properly sleeved: NG Are there sewer
lines crossing under driveways, sidewalks, or within 5 ft. of surface improvements: NG Have the sewer lines been
properly sleeved?: NG

Notes: _____

Final Inspection:

Tank(s) Backfilled: ✓
System Backfilled: ✓ ET Systems Class II backfill & vegetative cover for transpiration in place: ✓
Surface application area properly landscaped/vegetation acceptable: _____

Notes: _____

Size of Installed Drainfield/Spray Area: 5655 SF 2 Full @ 30'

Check here to confirm that service agreement has been received, entered and activated in CASST. yes aerobic

OSSF PERMIT INFORMATION SHEET

Date of Permit Application

Permit Number

Date of OSSF Approval

Date of Flood
Plain Approval

10.21.10

92941

11-1-10

10-22-10

LOCATION: Rim Rock Ranch U.I. 106

IF A FLOOD PLAIN PERMIT IS NOT RECEIVED GIVE REASON:

IS A BUILDING PERMIT REQUIRED? No RECEIVED?

PRELIMINARY INSPECTION DATE IF APPLICABLE:

PLANNING MATERIALS REVIEWED BY:

LIST DEFICIENCIES IN PLANNING MATERIALS THAT DO NOT MEET TCEQ
RULES/CHECK OFF WHEN APPROVED:

1- According to Comal Co. GIS this site is not located over the recharge zone. Correct the application.

INSPECTOR COPY

NOTES TO INSPECTOR

**OSSF/FLOOD PLAIN DEVELOPMENT
APPLICATION CHECKLIST***Staff will complete shaded items*

--	--	--

*Date Received**Initials*

92941	
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*Permit Number***RECEIVED****Instructions:**

OCT 21 2010

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

COUNTY ENGINEER**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
- ☒ Surface Application/Aerobic Treatment System
- ☐ Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

Floodplain Development Permit

- ☒ Completed Application
- ☒ Boundary Map Indicating Location of Proposed Improvements
- ☒ Copy of Recorded Deed
- ☒ Required Permit Fee

<input checked="" type="checkbox"/> COMPLETE APPLICATION

<input type="checkbox"/> INCOMPLETE APPLICATION (Missing Items Circled, Application Refused)
--



Comal County

OFFICE OF COMAL COUNTY ENGINEER

**PERMIT OF AUTHORIZATION TO CONSTRUCT
AN ON-SITE SEWAGE FACILITY
PERMIT VALID FOR ONE YEAR FROM DATE ISSUED**

Permit Number: 92941

Issued this date: November 1, 2010

This Permit is hereby given to: Keith/Samantha Jupe

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

30430 Huntington Circle, Bulverde, TX 78163
Lot 106, Rim Rock Ranch Unit 1 Subdivision

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic Treatment with Surface Irrigation Discharge

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 Natural Resource Conservation Commission (TNRCC). Installation and inspection must comply with current TNRCC and Comal County requirements.

Call (830) 608-2090 to schedule inspections.

COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH

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

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NOV 01 2010

COUNTY ENGINEER

Date August 19, 2010

Permit #

Owner Name KEITH A. JUPE & SAMANTHA K. JUPEAgent Name GREG W. JOHNSON, P.E. - 67587Mailing Address c/o 20818 CACTUS LOOPAgent Address 170 HOLLOW OAKCity, State, Zip SAN ANTONIO, TEXAS 78258City, State, Zip NEW BRAUNFELS, TEXAS 78132Phone # (210) 290-1645Phone # (830) 905-2778All correspondence should be sent to: ☐ Owner ☒ Agent ☐ BothSubdivision Name RIM ROCK RANCHUnit 1 Lot 106 Block Acreage/Legal Street Name/Address 30430 HUNTINGTON CIRCLE City BULVERDE Zip 78163Is the property located over the Edwards Recharge Zone? Yes ☒ No

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

Is there an existing TCEQ approved WPAP for the property? yes ☒ No

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

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

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

Type of Development: Sites generating more than 5000 gallons per day are required to obtain permitting through the Texas Commission on Environmental Quality.

☒ Single Family Residential Type of Construction (House, Mobile, RV, Etc.) HOME3 # of Bedrooms Indicate SqFt of Living Area 2467 Gallons Per Day (As Per TCEQ Table 111) 240☐ Commercial Type of Facility Gallons Per Day (As Per TCEQ Table 111) Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants Restaurants, Lounges, Theaters - Indicate Number of Seats Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds Travel Trailer/RV Parks - Indicate Number of Spaces Miscellaneous Source of Water ☒ Public ☐ Private WellPlanning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E. - 67587-F2585System Description PROPRIETARY; AEROBIC TREATMENT WITH SPRAY IRRIGATION

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

Tank Size(s) (Gallons) HOOT 500-AN, CP Absorption/Application Area (SqFt) 5655Are Water Saving Devices Being Utilized Within the Residence? ☒ Yes ☐ No

I certify that the completed application and all additional information submitted does not contain any false information and does not conceal any material facts. Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities. I also understand that a permit of authorization to construct will not be issued until the floodplain administrator has approved and released the development permit for this property.


Signature of Owner

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

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REVISED

AFFIDAVIT

THE COUNTY OF COMAL
STATE OF TEXAS

201006035034 10/21/2010 10:55:30 AM 1/2

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CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

COUNTY ENGINEER

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

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

LOT 106, RIM ROCK RANCH, SECTION ONE, CONSISTING OF 3.50 AS SHOWN BY THE RECODED PLAT COVERING SUCH LOT RECORDED IN THE MAP OR PLAT RECORDS OF COMAL COUNTY TEXAS. VOLUME 12 PAGES 116-120.

The property is owned by (insert owner's full name): KEITH A. JUPE & SAMANTHA K. JUPE

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 7 DAY OF OCTOBER, 20 10

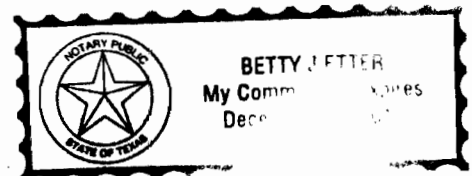
Keith A. Jupe - KEITH JUPE
Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 7 DAY OF October, 20 10

Betty Jetter
Notary Public, State of Texas

Notary's Printed Name: Betty Jetter

My Commission Expires: 12-21-2012
BETTY JETTER
My Commission Expires
December 21, 2012



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COUNTY ENGINEER

This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
10/21/2010 10:55:30 AM
KATHY
201006035034



Joy Streater

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

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Date Soil Survey Performed: August 19, 2010

OCT 21 2010

Site Location: RIM ROCK RANCH, SECTION 1, LOT 106

COUNTY ENGINEER

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.

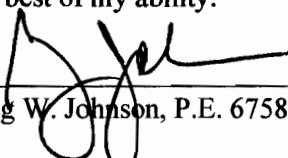
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.

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 @ 12"	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

Date

08/19/2010

92941

HUNTINGTON CIRCLE

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

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COUNTY ENGINEER

HOOT 500-AN, CP
AEROBIC
TREATMENT
PLANT

SPRAY AREA = 5655sf

X = TEST HOLES

DRIVEWAY

3 BDRM RES.
2467sf

LOT 106



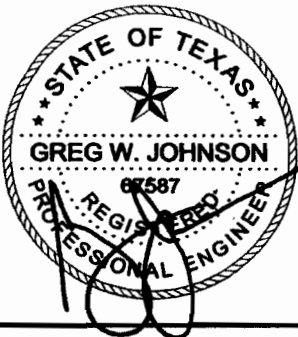
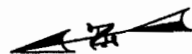
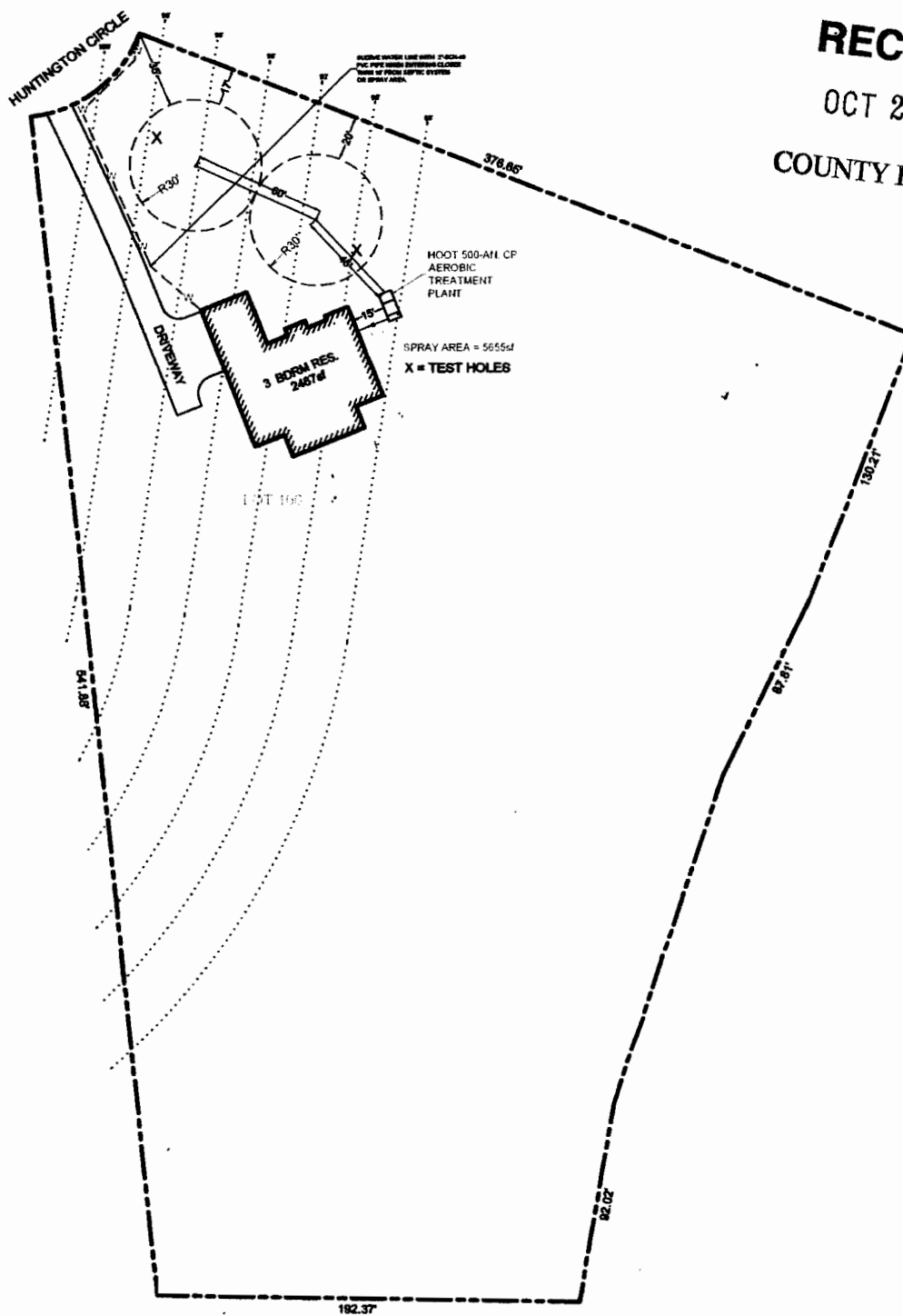
OWNER: KEITH A. JUPE & SAMANTHA K. JUPE		DRAWN BY:	
STREET ADDRESS: 30430 HUNTINGTON CIRCLE			
LEGAL DESC: RIM ROCK RANCH	UNIT/SECTION: 1	BLOCK:	LOT: 106
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=30'	DATE: 8/19/2010	REVISED:

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OCT 21 2010

COUNTY ENGINEER



OWNER: KEITH A. JUPE & SAMANTHA K. JUPE		DRAWN BY:	
STREET ADDRESS: 30430 HUNTINGTON CIRCLE			
LEGAL DESC: RIM ROCK RANCH		UNIT/SECTION: 1	BLOCK: LOT: 106
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=80'	DATE: 8/19/2010 REVISED:

Ritzen, Brenda

From: Ritzen, Brenda
Sent: Friday, October 29, 2010 10:22 AM
To: 'gregjohnsonpe@yahoo.com'
Subject: Permit 92941

Re: Keith A. & Samantha K. Jupe
Rim Rock Ranch Unit 1 Lot 106

Dear Greg,

The following is needed before the permit to construct the referenced permit can be issued:

1. According to Comal County GIS, this site is not located over the Edwards Aquifer Recharge Zone. Please correct the application accordingly and resubmit.

Thank you for your attention in this matter.

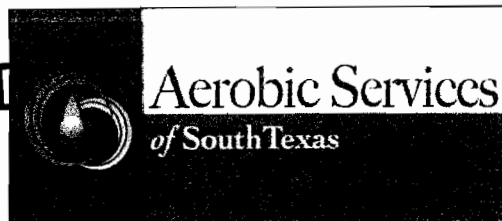
Brenda Ritzen
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132-3706
830-608-2090
www.cceo.org

1153 FM 2673

Canyon Lake, TX 78133

Phone (830)964-2365 Fax (830) 964-2659

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HOME OWNER

KEITH JUPÉ & Samantha JUPÉ

Name 30430 HUNTINGTON CIRCLE

Address BULVERDE, TX 78163

City, State (210) 290-1645

Phone

Signature of Home Owner

SERVICE PROVIDER

Aerobic Services of South Texas Inc.

Name

1528 E. Common St. Ste 10

Address

New Braunfels, Texas 78132

City, State

830-627-1785

Phone

OS0024597

Thomas Hampton

Signature of Service Provider and License #

EFFECTIVE DATE _____ EXPIRED DATE _____ INSTALLED _____

Model # _____

Blower/Panel Serial # _____

The effective date of this initial maintenance contract shall be the date license to operate is issued.

* RIM ROCK RANCH UNIT 1 LOT 106
30430 HUNTINGTON CIRCLE

VOID

COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH

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

92941

Date August 19, 2010

Permit # _____

Owner Name KEITH A. JUPE & SAMANTHA K. JUPE

Agent Name GREG W. JOHNSON, P.E. - 67587 *

Mailing Address c/o 20818 CACTUS LOOP

Agent Address 170 HOLLOW OAK *

City, State, Zip SAN ANTONIO, TEXAS 78258

City, State, Zip NEW BRAUNFELS, TEXAS 78132 *

Phone # (210) 290-1645

Phone # (830) 906-4278 *

RECEIVED

OCT 21 2010

All correspondence should be sent to: ☐ Owner ☒ Agent ☐ Both

Subdivision Name RIM ROCK RANCH

Unit 1 Lot 106 Block 0

VOID

COUNTY ENGINEER

Acreage/Legal _____

Street Name/Address 30430 HUNTINGTON CIRCLE City BULVERDE Zip 78163

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

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

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

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

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

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

Type of Development: Sites generating more than 5000 gallons per day are required to obtain permitting through the Texas Commission on Environmental Quality.

☒ Single Family Residential Type of Construction (House, Mobile, RV, Etc.) HOME

3 # of Bedrooms Indicate SqFt of Living Area 2467 Gallons Per Day (As Per TCEQ Table 111) 240

☐ Commercial Type of Facility _____ Gallons Per Day (As Per TCEQ Table 111) _____

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

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

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

Travel Trailer/RV Parks - Indicate Number of Spaces 0

VOID

Miscellaneous _____

Source of Water ☒ Public ☐ Private Well

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E. - 67587-F2585 *

System Description PROPRIETARY; AEROBIC TREATMENT WITH SPRAY IRRIGATION

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

Tank Size(s) (Gallons) HOOT 500-AN, CP Absorption/Application Area (SqFt) 5655

Are Water Saving Devices Being Utilized Within the Residence? ☒ Yes ☐ No

I certify that the completed application and all additional information submitted does not contain any false information and does not conceal any material facts. Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities. I also understand that a permit of authorization to construct will not be issued until the floodplain administrator has approved and released the development permit for this property.

Keith A. Jupe
Signature of Owner

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

3
C

201006015513 05/12/2010 03:24:51 PM 1/3

GENERAL WARRANTY DEED**Date:** May 8, 2010**Grantor:** JoEtta Jupe**Grantor's Mailing Address:** 731 Slumber Pass
San Antonio, Texas 78260**Grantees:** Keith A. Jupe
Samantha K. Jupe
As Joint Tenants with Right of Survivorship**Grantee's Mailing Address:** 731 Slumber Pass
San Antonio, Texas 78260**Consideration:**

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot 106, of RIM ROCK, Section 1, consisting of 3.50 as shown by the recorded plat covering such Lot recorded in the plat or map records of Comal County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

All instruments filed of record affecting the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantees, as Joint Tenants with Right of Survivorship, the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantees forever. Grantor binds Grantor and Grantor's heirs and executors to warrant and forever defend all and singular the property to Grantees and Grantees' successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

GRANTOR:


JoEtta Jupe

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OCT 21 2010

COUNTY ENGINEER

AFTER RECORDING, PLEASE RETURN TO:

Eric A. Pullen
Pulman, Cappuccio, Pullen & Benson, LLP
2161 N.W. Military Highway
Suite 400
San Antonio, Texas 78213

RECEIVED

OCT 21 2010

COUNTY ENGINEER

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
05/12/2010 03:24:51 PM
CASHFOUR
201006015513

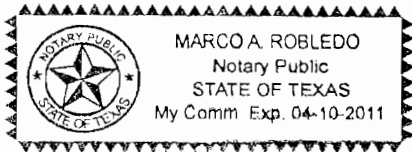


Joy Streater

92 94 1

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 8th day of May 2010 by JoEtta Jupe.



Marco A Robledo
Notary Public in and for the State of Texas

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OCT 21 2010
COUNTY ENGINEER



Comal County

OFFICE OF COMAL COUNTY ENGINEER

EXEMPTION CERTIFICATE

**COMAL COUNTY FLOODPLAIN DEVELOPMENT
PERMIT**

PERMIT # 92941

LOCATION: **Rim Rock Ranch, Section 1**

Lot: **106**

FIRM Panel No. **0405F**

Dated: **September 2, 2009**

THIS APPLICATION HAS BEEN REVIEWED BY THE COMAL COUNTY ENGINEERS OFFICE,
AND IT IS THEIR DETERMINATION THAT THE PROPOSED DEVELOPMENT IS:

Located within Zone X, and is NOT located within a Special Flood Hazard Area (SFHA)

THE COUNTY ADMINISTRATOR HAS REVIEWED THE PLANS AND MAKES THE
FOLLOWING COMMENTS:

THIS CERTIFICATE EXEMPTS THE APPLICANT FROM DEVELOPMENT STANDARDS
REQUIRED BY THE COMAL COUNTY FLOOD DAMAGE PREVENTION ORDER. WORK IS
HEREBY AUTHORIZED TO PROCEED.

- THIS PERMIT IS VOID IF THE PERMITTED CONSTRUCTION HAS NOT COMMENCED WITHIN 1 YEAR FROM DATE OF ISSUANCE
- THIS PERMIT IS VOID IF THE PERMITTED CONSTRUCTION HAS NOT COMMENCED AND A FEMA MAP REVISION AFFECTING FLOODPLAINS WITHIN THE PERMITTED PROPERTY HAS BEEN ADOPTED
- THIS PERMIT IS VOID IF THE FOUNDATION FOR A RESIDENTIAL OR COMMERCIAL STRUCTURE HAS NOT BEEN COMPLETED WITHIN 1 YEAR FROM DATE OF ISSUANCE
- THIS PERMIT IS VOID IF THE FOUNDATION FOR A RESIDENTIAL OR COMMERCIAL STRUCTURE HAS NOT BEEN COMPLETED AND A FEMA MAP REVISION AFFECTING FLOODPLAINS WITHIN THE PERMITTED PROPERTY HAS BEEN ADOPTED

SIGNED

Kathy Shiffin

DATE:

10-22-10

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Aerobic Services of South Texas
1153 FM 2673
Canyon Lake, TX 78133

MAILED

JUL 22 2011



COUNTY ENGINEER

6/24/2011 Phone: (830) 964-2365

Fax: (830) 954-2659

www.aerobicservices.com

To: Keith & Samantha Inge

20433 H. 100th

Baytown, TX 77629

Permit No. 92911

Sanitary Design: 100% Compliant

Sanitary Design: 100% Compliant

Sanitary Design: 100% Compliant

Agency: *Tommy Knire, Health*

County: *Jeff Davis*

Subdivision: *Baytown*

Sanitary Design: 100% Compliant

Sanitary Design: 100% Compliant

Sanitary Design: 100% Compliant

Sanitary Design: 100% Compliant

Sanitary Design: 100% Compliant

Sanitary Design: 100% Compliant

Inspection Date:

Scheduled

Item	Inspected	Approved	Notes
Aeration	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Irrigation pump	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Air compressor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Disinfection device	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Chlorine supply	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Spray field vegetation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Sprinkler / Drip backwash	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Controls/ Electric circuits	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	

Test Results and observations: *(As Repaired)*

Chlorine Residual: *0.04*

Test Method: *0.04*

BOD: *0.04*

TSS: *0.04*

Access Ports Secured: YES / NO

Repairs made: YES / NO

Bridge Status:

Aeration: *NA*

Clarifier: *NA*

Pump: *NA*

Repairs and Comments:

Inspector:

Tom Hampton
OS24597

Date:

07/20/11

Area: *1 419 06*

GPS: *...*

ID = 61111898

Aerobic Services of South Texas
1153 FM 2673
Canyon Lake, TX 78133

MAILED

NOV 18 2011



10/28/2011

Phone: (830) 964-2365

Fax: (830) 964-2659

www.aerobicservices.com

To: Keith & Samantha Jupe
30430 Huntington
Bulverde, TX 78163

ENTERED

PermitNo: 92941

Brand/Mfg.: Hoot - Hoot Aerobic Systems Inc.

System S/N: 23295

Aerator S/N: 23295

Contract: 11/30/2010 - 11/30/2012

Inspections per year: 3

Service Due: 11/30/2011

Other:

Agency: Comal County Environmental Health

County: Comal

Subdivision: Rim Rock Ranch

Installed:

Phone: (210) 290-1645

Cell:

Work:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	<u>/</u>	<u>/</u>
Irrigation pump:	<u>/</u>	<u>/</u>	<u>/</u>
Air compressor:	<u>/</u>	<u>/</u>	<u>/</u>
Disinfection device:	<u>/</u>	<u>/</u>	<u>/</u>
Chlorine supply:	<u>/</u>	<u>/</u>	<u>/</u>
Spray field vegetation:	<u>/</u>	<u>/</u>	<u>/</u>
Sprinkler / Drip backwash:	<u>/</u>	<u>/</u>	<u>/</u>
Controls/ Electric Circuits	<u>/</u>	<u>/</u>	<u>/</u>

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COUNTY ENGINEER

Test Results and observations: (As Required)

Chlorine Residual: 0.10

Test Method: RPD

BOD: /

TSS: /

Access Ports Secured YES/NO

Repairs made: YES/NO

Sludge Levels

Aeration NA

Clarifier NA

Pump NA

Repairs and Comments:

Inspector: PC
Tom Hampton
MP349/OS24597

Date: 11/11/11

Area: / 419 DB

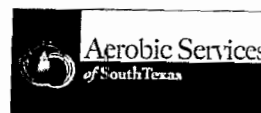
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ID = 61111898

30430 Huntington, Bulverde

Aerobic Services of South Texas
1153 FM 2673
Canyon Lake, TX 78133

MAIL
MAR 23 2012



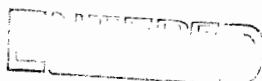
2/20/2012

Phone: (830) 964-2365

Fax: (830) 964-2659

www.aerobicservices.com

To: Keith & Samantha Jupe
30430 Huntington
Bulverde, TX 78163



PermitNo: 92941

Brand/Mfg.: Hoot - Hoot Aerobic Systems Inc.

System S/N: 23295

Aerator S/N: 23295

Contract: 11/30/2010 - 11/30/2012

Inspections per year: 3

Service Due: 3/30/2012

Other:

Agency: Comal County Environmental Health

County: Comal

Subdivision: Rim Rock Ranch

Installed:

Phone: (210) 290-1645

Cell:

Work:

Inspection Type: Schedule

Item	Operational	Inoperative	N/A
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Irrigation pump:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air compressor:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disinfection device:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine supply:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spray field vegetation:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler / Drip backwash:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Controls/ Electric Circuits	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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MAR 26 2012

COUNTY ENGINEER

Test Results and observations: (As Required)

Chlorine Residual: 0.56

Test Method: DPD

BOD: _____

TSS: _____

Access Ports Secured YES/ NO

Repairs made: YES (NO)

Sludge Levels

Aeration Turned

Clarifier Turned

Pump Needs Riser

Repairs and Comments:

Needs 1-12" and 1-20" Riser

IM

Inspector:

Tom Hampton VP
MP349/OS24597

Date: 3/21/12

Area: / 419 C6

GPS:

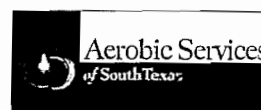
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30430 Huntington, Bulverde

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Aerobic Services of South Texas
1153 FM 2673
Canyon Lake, TX 78133

AUG 08 2012



Y ENGINEER

6/28/2012

Phone: (830) 964-2365

Fax: (830) 964-2659

www.aerobicsservices.com

To: Keith & Samantha Jupe
30430 Huntington
Bulverde, TX 78163

PermitNo: 92941

Brand/Mfg.: Hoot - Hoot Aerobic Systems Inc.

System S/N: 23295

Aerator S/N: 23295

Contract: 11/30/2010 - 11/30/2012

Inspections per year: 3

Service Due: 7/30/2012

Other:

5

Agency: Comal County Environmental Health

County: Comal

Subdivision: Rim Rock Ranch

Installed:

Phone: (210) 290-1645

Cell:

Work:

Inspection Type: Schedule

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	<u>/</u>	<u>/</u>
Irrigation pump:	<u>/</u>	<u>/</u>	<u>/</u>
Air compressor:	<u>/</u>	<u>/</u>	<u>/</u>
Disinfection device:	<u>/</u>	<u>/</u>	<u>/</u>
Chlorine supply:	<u>/</u>	<u>/</u>	<u>/</u>
Spray field vegetation:	<u>/</u>	<u>/</u>	<u>/</u>
Sprinkler / Drip backwash:	<u>/</u>	<u>/</u>	<u>/</u>
Controls/ Electric Circuits	<u>/</u>	<u>/</u>	<u>/</u>

Test Results and observations: (As Required)

Chlorine Residual: N/A

Test Method: DPD

BOD: /

TSS: /

Access Ports Secured YES / NO

Repairs made: YES / NO

Sludge Levels

Aeration N/A

Clarifier N/A

Pump N/A

Repairs and Comments: Lids not exposed

Inspector: TL
Tom Hampton VP
MP349/OS24597

Date: 7/30/12

Area: / 419 C6

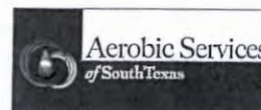
GPS:

ID = 61111898

30430 Huntington, Bulverde

Aerobic Services of South Texas
1153 FM 2673
Canyon Lake, TX 78133

MAILED
NOV 30 2012



10/30/2012

Phone: (830) 964-2365

Fax: (830) 964-2659

www.aerobicservices.com

To: Keith & Samantha Jupe
30430 Huntington Cir
Bulverde, TX 78163



PermitNo: 92941

Brand/Mfg.: Hoot - Hoot Aerobic Systems Inc.

System S/N: 23295

Aerator S/N: 23295

Contract: 11/30/2010 - 11/30/2012

Inspections per year: 3

Service Due: 11/30/2012

Other: 6

Agency: Comal County Environmental Health

County: Comal

Subdivision: Rim Rock Ranch

Installed:

Phone: (210) 290-1645

Cell:

Work:

Inspection Type: Scheduled

Item	Operational	Inoperative	N/A
Aerator:	<u>—</u>	<u>—</u>	<u>—</u>
Irrigation pump:	<u>—</u>	<u>—</u>	<u>—</u>
Air compressor:	<u>—</u>	<u>—</u>	<u>—</u>
Disinfection device:	<u>—</u>	<u>—</u>	<u>—</u>
Chlorine supply:	<u>—</u>	<u>—</u>	<u>—</u>
Spray field vegetation:	<u>—</u>	<u>—</u>	<u>—</u>
Sprinkler / Drip backwash:	<u>—</u>	<u>—</u>	<u>—</u>
Controls/ Electric Circuits	<u>—</u>	<u>—</u>	<u>—</u>

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DEC 05 2012

COUNTY ENGINEER

Test Results and observations: (As Required)

Chlorine Residual: NA

Test Method: DPD

BOD: —

TSS: —

Access Ports Secured YES / NO

Repairs made: YES / NO

Sludge Levels

Aeration NA

Clarifier NA

Pump NA

Repairs and Comments:

Last service

Inspector: DC

Tom Hampton VP
MP349/OS24597

Date: 11/26/12

Area: / 419 C6

GPS:

ID = 61111898

30430 Huntington, Bulverde

MJ Septic, LLC28009 Wooded Acres
San Antonio, TX 78260

Phone: (210) 875-3625

Fax: (830) 438-3849

www.mjseptic.com mjseptic@sabx.tx.com

To: Mr. Keith Jupe
30430 Huntington Circle
Bulverde, TX 78163Site: 30430 Huntington Circle
Bulverde, TX 78163
(210) 378-5851Permit #: **92941**

Customer ID: 1012

Agency: Comal County Environmental Health

Contract Dates: 9/4/2014 - 9/4/2015

County: Comal

Sub: Rim Rock Ranch

Scheduled Date: 1/4/2015

Mfg / Brand: Hoot Systems, LLC - Hoot Systems, LLC

Treatment Type: Aerobic

Aerator S/N: AC 0314001157

Disposal: Surface Application

Service Type: Initial InspectionEntered By: Stephanie E. PerezVisit Date: 9/4/2014Method: Other

Technician: Roy Hernandez

Maint. Provider: Michael J. Long

Aerators: Corrected on site**Sludge Levels**Filters: OperationalFor Tank 1: 4"Irrigation Pumps: OperationalFor Tank 2: 0"Disinfection Device: OperationalFor Tank 3: 0"Chlorine Supply: OperationalChlorine Residual: 0.1 mg/LTank Lid / Riser: SecuredElectric Circuits: OperationalDistribution System: OperationalSprayfield Veg: OperationalAlarm: Operational**Comments**☒ Service Completed

- Tank Lid was noted as Secured prior to leaving. - Cleaned Filters and Reset Timer

Printed: 10/20/2014

Provider: Michael J. Long

License: MP0001294

Expires: 9/31/2016

MJ Septic, LLC

28009 Wooded Acres
San Antonio, TX 78260

Phone: (210) 875-3625

Fax: (830) 438-3849

www.mjseptic.com mjseptic@satx.rr.com

To: Mr. Keith Jupe
30430 Huntington Circle
Bulverde, TX 78163

Site: 30430 Huntington Circle
Bulverde, TX 78163
(210) 378-5851

Permit #: **92941**

Agency: Comal County Environmental Health

County: Comal

Sub: Rim Rock Ranch

Mfg / Brand: Hoot Systems, LLC - Hoot Systems, LLC

Treatment Type: Aerobic

System S/N: 0314001157

Disposal: Surface Application

Customer ID: 1012

Contract Dates: 9/4/2014 - 9/4/2015

Scheduled Date: 1/4/2015

Inspection 1 of 3

Service Type: Scheduled Inspection

Visit Date: 12/30/2014

Time In: 1:28 pm

Method: Other

Technician: Dale Pearson

Maint. Provider: Michael J. Long

☒ This counts as a type of "Scheduled Inspection"

Entered By: MariBelle Flores

☒ Copy emailed to Customer

Customer Emailed: 12/30/2014

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.1 mg/L

Sludge Levels

For Tank 1: 1-2"

For Tank 2: 0"

For Tank 3: 0"

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

- Tank Lid was noted as Secured prior to leaving
- Service Tag Left on Door - Copy emailed to the customer on 12/30/2014.

☒ Service Completed

Printed: 12/31/2014

License: MP0001294

Expires: 8/31/2016

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189

Fax: (830) 995-4051

To: Stephanie Leahbarry
30430 Huntington circle
Bulverde, TX 78163

Site: 30430 Huntington circle
Bulverde, TX 78163
(401) 487-7729

Permit #: **92941**

Customer ID: 3985

Agency: Comal County

Contract Dates: 3/1/2016 - 3/1/2018

County: Comal

Sub:

Scheduled Date: 7/1/2016

Inspection 1 of 6

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine System S/N: Serial 23295

Disposal: Surface Application

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 7/21/2016

Entered By: Andrew T May

Method: Grab

Technician: Andrew T May

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: N/A

Irrigation Pumps: Operational

For Tank 2: 0"

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

CFM: 2.7

Chlorine Residual: .01

Air Filter: Good

Chlorinator: Op

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 2.9

Comments

☒ **Service Completed**

- Tank Lid was noted as Secured prior to leaving. Checked alarms reset timer pretreatment is buried - Secured system in the on position with a lock bolt - Cleaned compressor filter

Provider:

Ryan Seidensticker

License: MP0001706

Expires: 4/30/2017

Insp ID #:38824
Printed:7/21/2016



Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Stephanie Leahbarry
30430 Huntington circle
Bulverde, TX 78163

Site: 30430 Huntington circle
Bulverde, TX 78163
(401) 487-7729

Permit #: 92941

Customer ID: 3985

Agency: Comal County

Contract Dates: 3/1/2016 - 3/1/2018

County: Comal

Sub:

Scheduled Date: 11/1/2016

Inspection 2 of 6

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine System S/N: Serial 23295

Disposal: Surface Application

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 11/15/2016

Entered By: Alex Seidensticker

Method: Grab

Technician: Alex Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: n/a

Irrigation Pumps: Operational

For Tank 2: 0"

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

CFM: 2.0

Chlorine Residual: 0.6 mg/L

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Color: Good

Sprayfield Veg: Operational

Odor: Good

Alarm: Operational

PSI Pressure: 2.8

Comments

☒ Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Observed Fire Ant Mound that were active - Secured system in the on position with a lock bolt. Acid was diffuser checked sprinklers

Insp ID #:42951
Printed:11/15/2016

Provider: **Ryan
Seidensticker**

License: MP0001708



Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Stephanie Leahbarry
30430 Huntington circle
Bulverde, TX 78163

Site: 30430 Huntington circle
Bulverde, TX 78163
(401) 487-7729

Permit #: 92941

Agency: Comal County

County: Comal

Mfg / Brand: ~ Hoot

Treatment Type: Aerobic With Chlorine

Disposal: Surface Application

Sub:

System S/N: Serial 23295

Customer ID: 3985

Contract Dates: 3/1/2016 - 3/1/2018

Scheduled Date: 3/1/2017

Inspection 3 of 6

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

Visit Date: 4/3/2017

Time In: 4:55

Out: 5:20

☒ This counts as a type of "Scheduled Inspection"

Entered By: Michael Proise

Method: Grab

Technician: Michael Proise

Maint. Provider: Burt Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .37

Sludge Levels

For Tank 1: na

For Tank 2: 0"

For Tank 3: 0"

CFM: 3.2

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

PSI Pressure: 3.0

Comments

- Tank Lid was noted as Secured prior to leaving. - Cleaned compressor filter. - To properly inspect your system we need to look in all the chambers of your system. You have riser/risers lids that are buried. Please expose them so we can properly inspect your system and keep them from getting buried. Risers can be added. Pretreatment lid buried, clarification and pump tank need risers. 1-12" 1-20".

☒ Service Completed

Burt Seidensticker

Insp ID #:47101
Printed:4/3/2017

[Signature]

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Stephanie Leahbarry
30430 Huntington circle
Bulverde, TX 78163

Site: 30430 Huntington circle
Bulverde, TX 78163
(401) 487-7729

Permit #: 92941

Customer ID: 3985

Agency: Comal County

Contract Dates: 3/1/2016 - 3/1/2018

County: Comal

Sub:

Scheduled Date: 7/1/2017

Inspection 4 of 6

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine

System S/N: Serial 23295

Disposal: Surface Application

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 6/27/2017

Time In: 130

Out: 225

Entered By: Alex Seidensticker

Method: Grab

Technician: Alex Seidensticker

Maint. Provider: Burt Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 0"

Irrigation Pumps: Operational

For Tank 2: 0"

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

CFM: 2.0

Chlorine Residual: .01mg/L

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 3.0

Comments

☒ Service Completed

- Tank Lid was noted as Secured prior to leaving. - Cleaned compressor filter. Replaced screws.

Insp ID #:51049
Printed:6/27/2017

Burt Seidensticker

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189

Fax: (830) 995-4051

To: Stephanie Leahbarry
30430 Huntington circle
Bulverde, TX 78163

Site: 30430 Huntington circle
Bulverde, TX 78163
(401) 487-7729

Permit #: 92941

Customer ID: 3985

Agency: Comal County

Contract Dates: 3/1/2016 - 3/1/2018

County: Comal

Sub:

Scheduled Date: 11/1/2017

Inspection 5 of 6

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine System S/N: Serial 23295

Disposal: Surface Application

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 11/8/2017

Time In: 9:25 AM

Out: 9:55 AM

Entered By: Alex Seidensticker

Method: Grab

Technician: Alex Seidensticker

Maint. Provider: Burt Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: N/A

Irrigation Pumps: Operational

For Tank 2: 24"

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

CFM: 2.0

Chlorine Residual: .7

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 3.0

Comments

☒ Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Pretreat tank is buried

Insp ID #:55912
Printed:11/8/2017

Provider: Burt Seidensticker

Technician: Alex Seidensticker

License: MP0000002

License: MP0001961

Expires: 9/30/2018

Burt Seidensticker

Alex

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189

Fax: (830) 995-4051

To: James Jackson
30430 Huntington circle
Bulverde, TX 78163

Site: 30430 Huntington circle
Bulverde, TX 78163
(210) 497-3715

Permit #: **92941**

Customer ID: 3985

Agency: Comal County

Contract Dates: 3/1/2016 - 3/1/2018

County: Comal

Sub:

Scheduled Date: 3/1/2018

Inspection 6 of 6

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine System S/N: Serial 23295

Disposal: Surface Application

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: **2/26/2018**

Time In: 12:00 PM

Out: 12:25 PM

Entered By: David H Collyer

Method: Grab

Technician: David H Collyer

Maint. Provider: Burt Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: n/a

Irrigation Pumps: Operational

For Tank 2: 28"

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

CFM: 2.0

Chlorine Residual: 1.1

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 3.0

Comments

☒ Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - New tag

Provider: Burt Seidensticker

License: MP0000002

Technician: David H Collyer

License: MT0001402

Expires:

Insp ID #: 60257
Printed: 2/26/2018

Burt Seidensticker

David H. Collyer

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: James Jackson
30430 Huntington circle
Bulverde, TX 78163

Printed: 7/25/2018
Site: 30430 Huntington circle
Bulverde, TX 78163
(210) 497-3715

Permit #: 92941

Agency: Comal County

County: Comal

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine System S/N: Serial 23295

Disposal: Surface Application

Customer ID: 3985

Contract Dates: 3/1/2018 - 3/1/2019

Scheduled Date: 7/1/2018

Inspection 1 of 3

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

Visit Date: 7/25/2018

Method: Grab

Technician: Alejandro Gonzalez

Maint. Provider: Burt Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .86

Sludge Levels

For Tank 1: n/a

For Tank 2: 36

☒ This counts as a type of "Scheduled Inspection"

Entered By: Alejandro Gonzalez

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Changed filter on compressor- upon arrival yellow light was on due to bad compressor. Customer approved rebuild of hp80- acid washed diffuser- could not locate sprinklers. Talked to home owner and he did not know where they are located.

☒ Service Completed

Insp ID #: 65960

Provider: Burt Seidensticker

Technician: Alejandro Gonzalez

License #: MP0000002

License #: MT0000996

Expires:

Burt Seidensticker

Alejandro Gonzalez

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: James Jackson
30430 Huntington circle
Bulverde, TX 78163

Printed: 11/6/2018
Site: 30430 Huntington circle
Bulverde, TX 78163
(210) 497-3715

Permit #: **92941**

Customer ID: 3985

Agency: Comal County

Contract Dates: 3/1/2018 - 3/1/2019

County: Comal

Sub:

Scheduled Date: 11/1/2018

Inspection 2 of 3

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine

System S/N: Serial 23295

Disposal: Surface Application

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 11/6/2018

Time In: 9:37am

Out: 10:01am

Entered By: Harley S. Piper

Method: Grab

Technician: Harley S. Piper

Maint. Provider: Burt Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: N/A

Irrigation Pumps: Operational

For Tank 2: 20"

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

CFM: 2.6

Chlorine Residual: .56

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 3.6

Comments

☒ Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Secured system in the on position with a lock bolt - pretreat is buried

Owner signature:

Insp ID #70115

Provider: Burt Seidensticker

Technician: Harley S. Piper

License #: MP0000002

License #: MT0001484

Expires: 1/29/2021

Burt Seidensticker

Harley S. Piper

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Date: 10/11/2019

Phone: (830) 995-3189
Fax: (830) 995-4051

Permit #: 92941

To: James Jackson
30430 Huntington Circle
Bulverde, TX 78163

Contract Period

Start Date: 7/10/2019
End Date: 7/10/2020

Phone: (210) 497-3715 Subdivision:
Site: 30430 Huntington Circle, Bulverde, TX 78163
County: Comal
Installer:
Agency: Comal County
Mfg/Brand: / Hoot

Block Creek Concrete Products, LLC
3 visits per year - one every 4 months
Map Key: ID: 3985

This is to Certify that the above RESIDENTIAL sewage system has an INITIAL inspections agreement per Texas Commission on Environmental Quality (TCEQ) standards for on site sewerage facilities as required.

Inspection reports by the above service company will be filed with the authorized agency as required by the TCEQ regulations. A weather proof tag or label will be attached to the controller showing the month that each inspection was made.

Items included on the Inspection Report generally include aerators, filters, irrigation pump, air compressor, disinfection device, chlorine supply, OK System light, spray field vegetation, probe, sprinkler or drip backwash.

We will visit your site within 48 hours of you notifying us of a problem

Certified Inspector:

Burt S. Sisk

Date:

10-11-19

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189

Fax: (830) 995-4051

To: James Jackson
30430 Huntington circle
Bulverde, TX 78163

Printed: 10/15/2019
Site: 30430 Huntington circle
Bulverde, TX 78163
(210) 497-3715

Permit #: 92941

Customer ID: 3985

Agency: Comal County

Contract Dates: 3/1/2018 - 3/1/2019

County: Comal

Sub:

Scheduled Date:

Inspection 4 of 3

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine System S/N: Serial 23295

Disposal: Surface Application

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 10/15/2019

Entered By: Alejandro Gonzalez

Method: Grab

Technician: Alejandro Gonzalez

Maint. Provider: Burt Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: n/a

Irrigation Pumps: Operational

For Tank 2: 34

Disinfection Device: Operational

For Tank 3: 4

Chlorine Supply: Operational

CFM: 2.0

Chlorine Residual: 0.1mg/L

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 2.2

Comments

☒ **Service Completed**

- Technician Secured the Tank Lid and/or Riser prior to leaving location. Pretreatment is buried talked to owner about exposing so we can install risers. Owner also would like compressor, control pannel, and lids raised due to him adding more dirt to yard. Would like for us to see if all work is possible and what we need in order to do work, will call office to schedual. Sprinklers do not spray due to lines being clogged with dirt, tried flushing out but would not spray. Owner will call installers to get them to reroute lines and possibly install new spray lines.

Insp ID #:84382

Provider: Burt Seidensticker

Technician: Alejandro Gonzalez

License #: MP0000002

License #: MT0000996

Expires:

Burt Seidensticker

Alejandro Gonzalez

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189

Fax: (830) 995-4051

To: James Jackson
30430 Huntington Circle
Bulverde, TX 78163

Printed: 2/27/2020
Site: 30430 Huntington Circle
Bulverde, TX 78163
(210) 497-3715

Permit #: 92941

Agency: Comal County

County: Comal

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine System S/N: Serial 23295

Disposal: Surface Application

Customer ID: 3985

Contract Dates: 7/10/2019 - 7/10/2020

Scheduled Date: 3/10/2020

Inspection 1 of 3

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 2/27/2020

Time In: 2:14pm

Out: 2:40pm

Entered By: Anthony Jesus Soto

Method: Grab

Technician: Anthony Jesus Soto

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.1mg/L

Sludge Levels

For Tank 1: na

For Tank 2: 6"

For Tank 3: 0"

CFM: 2.2

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 3.5

Comments

☒ Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. Reset timer. - Secured system in the on position with a lock bolt. Pretreatment is buried. Could not check sprayer due to low water level in pump tank. - Risers need to be added please contact office for scheduling and questions.

Insp ID #: 90246

Provider: **Rudy Carson**

Technician: **Anthony Jesus Soto**

License #: 0002036

License #: MT0001771

Expires: 9/30/2022

Rudy Carson

Anthony Jesus Soto

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: James Jackson
30430 Huntington Circle
Bulverde, TX 78163

Printed: 7/23/2020
Site: 30430 Huntington Circle
Bulverde, TX 78163
(210) 497-3715

Permit #: **92941**

Agency: Comal County

County: Comal

Mfg / Brand: - Hoot

Treatment Type: Aerobic With Chlorine

Disposal: Surface Application

Sub:

System S/N: Serial 23295

Customer ID: 3985

Contract Dates: 7/10/2019 - 7/10/2020

Scheduled Date: 7/10/2020

Inspection 2 of 3

GPS Coordinates - Latitude: 29.74757 Longitude: -98.36777

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 7/23/2020

Time In: 2:50pm

Out: 3:04pm

Entered By: Ronnie W Krampota

Method: Grab

Technician: Ronnie W Krampota

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.33mg/L

Sludge Levels

For Tank 1: N/A

For Tank 2: 14

For Tank 3: 0"

CFM: 1.8

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 3.2

Comments

☒ **Service Completed**

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Reset timer - Customer needs to add bleach it is low - Tank 1 pretreatment is buried and need to be uncovered to inspect - Risers need to be added please contact office for scheduling and questions

Insp ID #: 96091

Provider: **Rudy Carson**

Technician: Ronnie W Krampota

License #: MP0002036

License #: MT0001175

Expires: 7/31/2023

Rudy Carson



2020 SERVICE CONTRACT v 3.0

SAFE Customer ID: 0052

For Office Use:

Permit No. 92941

Brand / MFG / Model: Hoot 500AN

System Serial No. N/A

Gate Code: _____

This Agreement for Service (this "Agreement") is hereby made on this 2nd day of April, 2021, by and between San Aerobic ("Service Provider")

SAN AEROBIC
29540 SLUMBERWOOD
FAIR OAKS RANCH, TX 78015
(210) 260-6587
SERVICE@SANAEROBIC.COM
TCEQ #MP0001901
TCEQ #OS0034808
TCEQ #MT0001542
TCEQ #MT0001763

and **JAMES JACKSON** ("Owner"),

Owner/Owner's Rep Name

Company (If Commercial Contract)

30430 HUNTINGTON CIR

Property Address

BULVERDE, TX 78163

City, State & Zip

(210) 497-3715

Phone

Alt. Phone/Fax

COMAL

County / Permitting Agency

JAMESPJACKSON@MAC.COM

Email

RIM ROCK
RANCH

Subdivision

 *****SERVICE CALL FEES NEVER
APPLY UNDER THIS CONTRACT**

collectively referred to herein as the "Parties" and individually as the, or a "Party". This Agreement shall not be entered into, nor commence until the day of LTO (License to Operate) issuance, if said system is new and awaiting license/permit; or for an existing, licensed system, this Agreement shall commence on the date chosen by Owner and designated in *paragraph 1B* on the second page of this Agreement.

WHEREAS, Owner desires to obtain the services of Service Provider; and

WHEREAS, Service Provider agrees to provide to Owner the services he/she so desires (the "Services");

NOW, THEREFORE, the Parties agree that Owner shall obtain and Service Provider shall provide the subject Services pursuant to the following terms and conditions:

TERMS AND CONDITIONS

1. SERVICES

A. Owner and Service Provider hereby acknowledge and agree that Service Provider shall provide to Owner the following Services, in accordance with the terms and conditions of this Agreement as follows:

- i. As maintenance provider for Owner's aerobic system, San Aerobic must provide and perform a complete system inspection, as required by County and Texas State Law, every four (4) months. Inspections include the following:
 - a.) Visual inspection by TCEQ licensed Maintenance Provider or Maintenance Tech.
 - b.) Sludge measurements of all accessible chambers (sludge measurements will be noted on every report).
 - c.) Determination if pumping is needed.
 - d.) Adjustments of electrical and mechanical equipment.
 - e.) Testing of sprinkler system, aerator, discharge pump and alarms.
 - f.) Filter and diffuser cleaning (if needed).
 - g.) Chlorine residual testing.

- h.) Attending to any misc. problems or issues which will need to be noted on inspection report and brought to Owner's attention.
- ii. San Aerobic is responsible for concluding every inspection with a written report of all findings, measurements and relevant observations, to be faxed to the appropriate county in a timely manner. A copy of the same report will be left with the Owner.
- iii. Owner's address and/or Billing address: ☒ Same as Property Address Above
☐ Alternate Address: _____

City State Zip code
- B. Owner (or Owner's Representative) and Service Provider hereby acknowledge and agree that this Service Contract shall commence on the 2nd day of April, 2021 {which shall be the day of LTO (License to Operate) issuance, if system is new and previously unlicensed}, and cease in completion on the 2nd day of April, 2023 (the "Completion Date").
- i. This Service Contract shall cover a term of: ONE ☐ YEAR TWO ☒ YEARS FOUR ☐ YEARS
- C. An inspection of Owner's system will initiate upon the signing of this Agreement; thereafter inspections will occur every four (4) months (or every 2 months, if commercial system) from commencement date until either the expiration of this Agreement or renewal thereof.
- i. Prior to an inspection, Service Provider will contact Owner by means of phone or email, in order to schedule the inspection. If Owner does not require advance notice, the Service Provider or Maintenance Tech can automatically arrive on or around due date and commence the inspection, without bother to Owner, as Owner is not required to be on premises, nor needed for any reason to complete the inspection. **Please let your service technician know if you do not require prior notification of inspections.**
- D. If this Service Contract covers a residential property, it includes an initial inspection upon signing this Agreement; and three (3) required inspections per year, every four months. If the designated property is commercial, then this Service Contract includes six (6) inspections per year, unless otherwise noted; there are exceptions, or properties which are classified as "Special" and, by law, require a different number of inspections. Often times, a very small business, would of course be "Commercial" Property, but only require the standard three (3) yearly inspections, typically required for a residential property. Any "Special Contracts" will be designated as such within this Service Contract, its terms defined and described in notations and/or in an addendum to this Service Contract.
- E. This Service Contract DOES NOT INCLUDE:
- i. The cost of components needed to repair system, if and when repairs are needed.
 - ii. The cost of labor and time required to repair system, if and when repairs are necessary.
 - iii. The costs of chlorine tablets or bleach service, as **THIS IS A MONTHLY RESPONSIBILITY OF THE OWNER, TO OBTAIN CHLORINE TABS/BLEACH AND ADD TO SYSTEM.** If requested, Service Provider can demonstrate to Owner, the correct procedure on maintaining system's chlorine/bleach supply.
 - iv. The cost of pumping system, when pumping is required and/or advised.
 - v. Any service/repairs required due to misuse or negligence.
 - vi. The cost of any laboratory testing.
 - vii. Service calls.

2. PRICING AND PAYMENT OF SERVICES

- A. The cost for most single-system residences is \$300.00 for One (1) year; \$500.00 for Two (2) years; or \$800 for Four (4) years. More complex systems such as Norweco systems cost \$350.00 for One (1) year; \$600.00 for Two (2) years; or \$1,000 for Four (4) years. For residences with more than one septic system, these amounts would be multiplied by the number of systems existing on the property. Some residences shall be considered "Special Residences", and therefore will be quoted a price by Service Provider. The cost for businesses, schools, churches, or any other commercial property is dependent upon the number of inspections required per year, as some are

monthly, others being bi-monthly, every four (4) months, or every two (2) months—totaling six (6) inspections per year. Service Provider will quote a price for each commercial system. New systems installed by Rob Wise Construction qualify for half price: One (1) year for \$125.00 or Two (2) years for \$200.00.

- i. The agreed cost of this Service Contract is \$ 500.00; Payment in full is required upon both Parties signing this Agreement.
- B. System components, including but not limited to: pumps, compressors, aerators, sprinkler heads, tree floats, etc., are not covered under this Agreement. If a component fails & needs repair or replacement, the Owner will be responsible for the cost of said component & its installation. Owner will be quoted and must approve repair costs before Service commences. On large jobs, a price will be quoted and agreed upon between parties prior to commencement.
- C. Owner and Service Provider hereby acknowledge and agree that Owner shall pay any and all invoices received from Service Provider by way of check, certified check, money order, credit card, cash, PayPal, or by such other means as Owner and Service Provider may agree in writing.



*****SERVICE CALL FEES NEVER APPLY TO THIS CONTRACT**

3. SERVICE CALLS & NECESSARY REPAIRS

If Owner has an alarm going off or some sort of emergency which requires immediate assistance, Service Provider will respond within twelve (12) hours at the most; and usually be able to get out to the system within 1-2 hours. There are no service call fees, even in an emergency type situation. If Owner's system needs adjustment (i.e. timer or sprinkler adjustment), but there is no immediate urgency, then Service Provider will respond within 4 days. The ONLY time a service call fee would be charged, is if Owner insists on immediate service, despite there being no mechanical urgency.

Sometimes during a routine inspection or service call, safety issues arise. An example would be a cracked or broken lid that needs to be repaired or replaced right away. In this case, and in this case only, it would be necessary for the Service Provider to go ahead and make the necessary repairs, with or without prior notification to the Owner. This is the only time a Service would be rendered without the knowledge or consent of the Owner. In this type of situation, the Service Provider will leave an invoice at Owner's residence, detailing the charges and repairs made and/or parts replaced.

4. LIMITATION OF LIABILITY

- A. Subject to Owner's obligation to pay the Service Fee to Service Provider, either of the Parties liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of either Party's obligations under this Agreement and every applicable part hereof shall be limited to the aggregate amount of the Service Fee of this Agreement.
- B. To the extent permitted by applicable law and subject to Owner's obligation to pay the Service Fee to Service Provider, in no event shall either Party be liable for any loss of profits, goodwill, loss of business, loss of data, or any other indirect or consequential loss or damage whatsoever.
- C. Nothing contained in Paragraph 5.B shall serve to limit or exclude either party's liability for death or personal injury arising from each Party's own negligence.

5. REPRESENTATIONS AND WARRANTIES

- A. Service Provider hereby represents and warrants to Owner that it shall perform any and all Services for Owner with reasonable care and skill and that the Services provided to Owner as contemplated in this Agreement shall not infringe or violate any intellectual property rights or other rights of any third parties.
- B. If Owner is, at any time, unsatisfied with any of the Services provided, the entire Fee of this Service Contract will be refunded, minus an appropriate fee for any inspections already performed. The cost of an inspection is the cost of the Service Contract Fee divided by the number of inspections it includes.

6. TRANSFER OF OWNERSHIP

In the case that Owner is selling his/her property during the Maintenance period designated per this Agreement, Owner is not entitled to a refund of the Service Contract Fee. Instead, the remainder of Service Contract transfers to new Owner upon payment of a \$30 transfer fee.

7. MISCELLANEOUS

- A. Owner and Service Provider hereby acknowledge and agree that this Agreement shall become effective on the date first above written and shall continue, in full force and effect, unless and until it is terminated by either of the Parties hereto.
- i. Either Party may terminate this Agreement upon written notice to the other Party if either Party to this Agreement is in breach of any of its obligations contained in this Agreement, and such breach is not remedied within fifteen (15) business days of written notice from the other Party.
 - ii. Service Provider reserves the right to terminate this Agreement for any reason he deems appropriate or necessary; in which case the Service Contract Fee will be refunded in part or whole, depending on number of inspections already completed by Service Provider. The amount refunded shall be equal to the Service Contract Fee, minus the cost of individual inspection (if one or more have been completed), multiplied by the number of completed inspections. Cost per inspection is calculated by dividing Service Contract Fee divided by number of inspections required. In the case Service Provider chooses to terminate this Agreement, Owner shall be notified in writing.
- B. **MODIFICATION:** No modification of, or amendment to, this Agreement, nor any waiver of any rights under the Agreement, shall be effective unless in writing signed by the Party to be charged; and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- C. **RELATIONSHIP OF THE PARTIES:** Owner and Service Provider hereby acknowledge and agree that as to the Services performed by Service Provider under this Agreement, Service Provider's employees, agents, and/or subcontractors shall be independent contractors of Service Provider. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or relationship or otherwise between the Parties.
- D. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Owner and Service Provider in respect of the subject matter herein and supersedes all previous negotiations, understandings, and agreements, verbal or written, with respect to any matters referred to herein. No amendment, change, qualification, waiver, cancellation, or termination of this Agreement shall be effective or binding unless executed in writing by the Party to be bound thereby. The failure at any time of any Party to insist upon strict performance of any provision of this Agreement shall not limit the ability of that Party to insist at any future time whatsoever upon the performance of the same or any other provision (except insofar as that Party may have given a valid and effective waiver and release).
- E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, and by facsimile, and by email, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.
- F. **INSURANCE & HOME WARRANTY COMPANIES:** The Service Provider will provide service to those whose property has been insured, and furthermore being repaired or replaced by an insurance company.

HOWEVER, Service Provider will not work directly with an Owner who involves, or is represented by, a Home Warranty Company as a third party that may be ultimately financially responsible for any services performed on Owner's property by Service Provider; and that insists on paying Service Provider directly, instead of reimbursing Owner, after Owner has paid Service Provider. If an Owner has a Home Warranty Contract on item(s) which needs repair or replacement and wishes to employ the services of Service Provider, the Service Provider will engage in such services, provided that the Owner agrees to pay Service Provider in full upon completion of said job (or by due date mutually agreed upon prior to the rendering of services), out of his/her own pocket. Service Provider will not work directly with the Home Warranty Company in any manner, nor wait to be paid by such company, rather than being paid upon completion of services by Owner. Service Provider will provide job estimates/quotes to Home Warranty Company; However, Owner is fully financially obligated to pay Service Provider, in full, in a timely manner, regardless of whether or he/she has been reimbursed by Home Warranty Company. Obtaining reimbursement or payment for said "covered" services, from Home Warranty Company, is entirely between said company and Owner of property, and has no bearing on the prompt and full payment by Owner to Service Provider.

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Owner MUST PAY Service Provider in full by due date; and Owner who is relying on, expecting and/or waiting for a Home Warranty Company to reimburse money paid to Service Provider, is doing so at his/her OWN RISK.

G. GATE CODES OR SPECIAL INSTRUCTIONS: _____

IN WITNESS WHEREOF, Owner and Service Provider have hereby signed and executed this Agreement as of the day and year first above written; and Agreement will become "active" and officially commence as of the date designated on *page 2, paragraph 1B*.

OWNER

Owner/Owner's Rep Signature

Owner's Name (Printed)

SERVICE PROVIDER

Kristopher Wise
SAN AEROBIC
TCEQ Maintenance Provider
License No. MP0001901

RETURN THIS CONTRACT via EMAIL to: SERVICE@SANAEROBIC.COM

SAN AEROBIC
WWW.SANAEROBIC.COM
(210) 260-6587