



INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT 577 Cattle Creek Rd, Johnson City, TX 78636

A. DESCRIPTION OF ON-SITE SEWER FACILITY ON PROPERTY:

- (1) Type of Treatment System: ☐ Septic Tank ☒ Aerobic Treatment ☐ Unknown
- (2) Type of Distribution System: TWO SPRAYERS ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: BELOW SEPTIC SYSTEM ON HILL SIDE ☐ Unknown
- (4) Installer: PAUL SWYER SEPTIC SUPPLY & SERVICE ☐ Unknown
- (5) Approximate Age: 2 YEARS ☐ Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? ☒ Yes ☐ No
If yes, name of maintenance contractor: ANA ENVIRONMENTAL (LINA)
Phone: 855-560-9909 contract expiration date: 6/16/2025
(Maintenance contracts must be in effect to operate aerobic treatment and certain non-standard on-site sewer facilities.)
- (2) Approximate date any tanks were last pumped? NOT NEEDED YET
- (3) Is Seller aware of any defect or malfunction in the on-site sewer facility? ☐ Yes ☒ No
If yes, explain: _____
- (4) Does Seller have manufacturer or warranty information available for review? ☒ Yes ☐ No


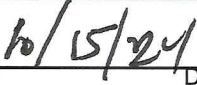
C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:


- (1) The following items concerning the on-site sewer facility are attached:
☐ planning materials ☒ permit for original installation ☐ final inspection when OSSF was installed
☒ maintenance contract ☐ manufacturer information ☐ warranty information ☐ _____
- (2) "Planning materials" are the supporting materials that describe the on-site sewer facility that are submitted to the permitting authority in order to obtain a permit to install the on-site sewer facility.
- (3) It may be necessary for a buyer to have the permit to operate an on-site sewer facility transferred to the buyer.

D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater usage rates. Actual water usage data or other methods for calculating may be used if accurate and acceptable to TCEQ.

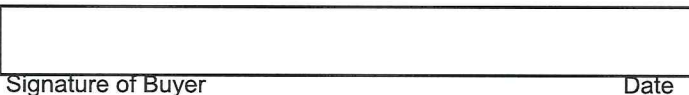
<u>Facility</u>	<u>Usage (gal/day) without water- saving devices</u>	<u>Usage (gal/day) with water- saving devices</u>
Single family dwelling (1-2 bedrooms; less than 1,500 sf)	225	180
Single family dwelling (3 bedrooms; less than 2,500 sf)	300	240
Single family dwelling (4 bedrooms; less than 3,500 sf)	375	300
Single family dwelling (5 bedrooms; less than 4,500 sf)	450	360
Single family dwelling (6 bedrooms; less than 5,500 sf)	525	420
Mobile home, condo, or townhouse (1-2 bedroom)	225	180
Mobile home, condo, or townhouse (each add'l bedroom)	75	60

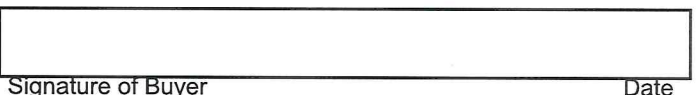
This document is not a substitute for any inspections or warranties. This document was completed to the best of Seller's knowledge and belief on the date signed. Seller and real estate agents are not experts about on-site sewer facilities. Buyer is encouraged to have the on-site sewer facility inspected by an inspector of Buyer's choice.

 
Signature of Seller Date


Signature of Seller Date

Receipt acknowledged by:


Signature of Buyer Date


Signature of Buyer Date

Precinct # _____

Blanco County
Sewage Facility Inspector
PO Box 471
Johnson City, TX 78636
830-868-2117
inspector @co.blanco.tx.us

Application # _____

ON-SITE SEWAGE FACILITY APPLICATION

I hereby request an application for a permit to construct and upon satisfactory completion, a license to operate a private on-site sewage facility in Blanco County.

Owners Name: WILLIAM J. GREEK & MARY M. GREEK

Home Phone: 713 289 0293

Mailing Address: 577 CATTLE CREEK RD
514 CARRIAGE HOUSE
JOHNSON CITY, TX 78636
SPRING BRANCH, TX 78070

Email: billgreek@outlook.com

Alt. Email: _____

911 Site Address of OSSF System: 577 CATTLE CREEK ROAD

JOHNSON CITY, TX 78636

Property Legal Description: Attach a copy of current property tax receipt.

Additional Comments: _____

Property Location (Draw a map on reverse side indicating route from nearest state or county road to property site. (to the nearest tenth of a mile))

Proposed Use of Property and/or Sewage Facility:

X Single Family Dwelling

_____ Commercial/Institutional/RV/Mobile Home Park (specify): _____

4 # of Bedrooms

Type of Water: _____ Public X Private

<3500 Total SF of Living Area

*Estimated Water Use Per Day: 150-200 Gallons 300 *min*

_____ *Separate Laundry/Bath Facilities

Organized Disposal System within 300 ft. _____

2 *Number of Occupants

Number of Generating Units: _____

_____ Flood Plain Verification Req'd.

Acreage (if applicable): 4.82

Type of Dwelling/Structure (specify) (Applies to Commercial and/or Design Facilities only)

APPLICANT'S STATEMENT

I certify that information submitted in this application and any attached technical data does not contain any false information and does not conceal any material facts. Authorization is hereby given to Blanco County and its authorized agents/representatives to enter upon described property for the purpose of an on-site evaluation and inspection of all sewage facilities past and/or present. I have read the TCEQ rule for self-installs and will not hold Blanco County liable for my self-install.

M. Marteen Greek
WM

10/15/24
10/15/24

Signature of Owner/Designated Agent

Date

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF BLANCO, STATE OF TEXAS CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of Blanco 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 TCEQ 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 TCEQ under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ 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):

LOT 22, THE PRESERVE AT WALNUT SPRINGS

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

WILLIAM J. GREEK & MARY M. GREEK

The OSSF shall be covered by a continuous service policy 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 thirty (30) days or maintain the system personally.

The owner will, upon sale or transfer of the above-described property, request a transfer of the permit for the OSSF to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Blanco County OSSF Inspector.

WITNESS BY HAND(S) ON THIS _____ DAY OF _____, 20____.

Owner Signature

Owner Signature

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS _____ DAY OF _____,
20____.

Notary Public, State of Texas
Commission Expires: _____



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

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

LOT 22, THE PRESERVE AT WALNUT SPRINGS

Customer: WILLIAM J. GREEK & MARY M. GREEK

Site Address: 577 CATTLE CREEK ROAD

City/State: JOHNSON CITY, TEXAS

Zip: 78636

County: BLANCO

Permit#:

Phone Number:

E-mail:

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

II. Effective Dates: This agreement commences on the date of License to Operate is issued for Three (3) years.

Date of License to Operate: LTO Last Date of Service: 3 yrs from LTO

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

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

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

Client: _____

Contractor: PS

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

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

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

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

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

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

X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.

XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.

XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.

XIII. Waiver. Except as otherwise noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

Client: _____

Contractor: KS

XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

XV. GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS – SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.

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

Approved by Contractor: _____

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client: _____

XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.

XVIII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

XIX. Counsel. Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.

XX. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

Client: _____

Contractor: _____



WASTEWATER TREATMENT SYSTEM MAINTENANCE INSPECTION

Customer	Permit Number		
Bill Greek	21-172		
Site Address	Agency		
577 Cattle Creek Road, Johnson City, TX 78636	Blanco County		
Email	Phone	County	
billgreek@outlook.com	(713) 289-0293	Blanco	
System Details			
Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 800 Max GPD			
Contract Period	Service Plan	Inspection Number	Date
2022-06-16 to 2025-06-16	3 Inspections Per Year	7 of 9	September 13, 2024



INSPECTION

Equipment Inspection

Control Panel	Disinfection Device
Operational	Operational
Irrigation Pump	Spray Field Vegetation
Operational	Operational
Aerator / Air Compressor	Sprinkler / Drip Backwash
Operational	Operational

Tests Results

Air Compressor PSI	Test Method
2.2	Grab
Air Compressor CFM	Color
	Good
Chlorine Residual	Odor
0.02	Good

Sludge Levels

Tank 1	Tank 2	Tank 3	Tank 4	Scum
3	0	0	0	12

Other Observations



Cleaned Air Filter?



System Flushed?



Drip Filter Cleaned?



Tank Lids Secured?



Inspection Port/Plug Secured?



Repairs Made?



Pump Filter Cleaned?



Pumping Required?

Additional Comments

System is working properly while conducting inspection found that red light alarm was on checked the level of the tank checked all floats and found that the alarm float had failed replaced alarm float under warranty and system is now operating properly

Luke Campbell MT0002614

Luna Environmental / Ryan Seidensticker

Inspector Name

Maintenance Provider Name

September 13, 2024

Ryan Seidensticker

License # MP0001708

Inspection Date

Maintenance Provider Signature

T-47 RESIDENTIAL REAL PROPERTY AFFIDAVIT
(MAY BE MODIFIED AS APPROPRIATE FOR COMMERCIAL TRANSACTIONS)

Date: 10/15/2024 GF No. _____
Name of Affiant(s): William and Mary Greek
Address of Affiant: 577 Cattle Creek Rd, Johnson City, Texas 78636
Description of Property: 577 Cattle Creek Rd, Johnson City, TX 78636
County Blanco, Texas

"Title Company" as used herein is the Title Insurance Company whose policy of title insurance is issued in reliance upon the statements contained herein.

Before me, the undersigned notary for the State of Texas, personally appeared Affiant(s) who after by me being sworn, stated:

1. We are the owners of the Property. (Or state other basis for knowledge by Affiant(s) of the Property, such as lease, management, neighbor, etc. For example, "Affiant is the manager of the Property for the record title owners.")
2. We are familiar with the property and the improvements located on the Property.
3. We are closing a transaction requiring title insurance and the proposed insured owner or lender has requested area and boundary coverage in the title insurance policy(ies) to be issued in this transaction. We understand that the Title Company may make exceptions to the coverage of the title insurance as Title Company may deem appropriate. We understand that the owner of the property, if the current transaction is a sale, may request a similar amendment to the area and boundary coverage in the Owner's Policy of Title Insurance upon payment of the promulgated premium.
4. To the best of our actual knowledge and belief, since 1/21/2021 there have been no:
 - a. construction projects such as new structures, additional buildings, rooms, garages, swimming pools or other permanent improvements or fixtures;
 - b. changes in the location of boundary fences or boundary walls;
 - c. construction projects on immediately adjoining property(ies) which encroach on the Property;
 - d. conveyances, replattings, easement grants and/or easement dedications (such as a utility line) by any party affecting the Property.

EXCEPT for the following (If None, Insert "None" Below):

New Home and Old Building (Garport)
AND 30,000 GALLON MAIN WATER TANK.

5. We understand that Title Company is relying on the truthfulness of the statements made in this affidavit to provide the area and boundary coverage and upon the evidence of the existing real property survey of the Property. This Affidavit is not made for the benefit of any other parties and this Affidavit does not constitute a warranty or guarantee of the location of improvements.
6. We understand that we have no liability to Title Company that will issue the policy(ies) should the information in this Affidavit be incorrect other than information that we personally know to be incorrect and which we do not disclose to the Title Company.

William and Mary Greek
M. Marteen Greek

SWORN AND SUBSCRIBED this 15 day of October, 2024.

Hailey Stanton

Notary Public

(TXR 1907) 02-01-2010

