



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT

110 Carriage Court
Bastrop, 78602

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

- (1) Type of Treatment System: ☐ Septic Tank ☒ Aerobic Treatment ☐ Unknown
☐ _____
- (2) Type of Distribution System: sprinkler ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: 2 sprinkler head ☐ Unknown
in center, back part of lot.
- (4) Installer: Burgh Septic ☐ Unknown
- (5) Approximate Age: 8.5 yr. ☐ 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: Burgh Septic
Phone: 303-6922 contract expiration date: 9/25/13
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? 1/11
- (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
Fay M. Proctor

Signature of Seller Date

Receipt acknowledged by:

Signature of Buyer Date

Signature of Buyer Date

BURGH'S SEPTIC & WASTEWATER

We Say What We **DO**
 What We Say

P.O. Box 784 • McDade, TX 78650
Office (512) 303-6922 • Fax (512) 581-7499

Date: 6/30/2010

CUSTOMER COPY
PLEASE RETAIN FOR YOUR RECORDS

To: **Fay Proctor**
110 Carriage Court
Bastrop, TX 78602

Permit Number: 2003-583

Warranty Expired: 9/25/2005

Installed: 9/25/2003

Contract Period

Start Date: 9/25/2010

End Date: 9/25/2013

Burgh's Septic and Wastewater Service
3 inspections/yr - one every 4 months

Map Key: Bastrop

Phone: (512) 303-1863 Subdivision: The Colony
Site: 110 Carriage Court Bastrop, TX 78602
County: Bastrop
Installer: Dale Cook
Agency: Bastrop Developmental Services
MFG: JNH Precasting.

AEROBIC WASTEWATER TREATMENT SYSTEM INSPECTION AGREEMENT

- I. **General:** This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the above referenced home owner and **BURGH SEPTIC and WASTEWATER SERVICES**. By this agreement, **BURGH SEPTIC and WASTEWATER** and its employees (hereinafter referred to as "Contractor") agree to render services at the site address referenced above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.
- II. **Agreement Type:** This is a variable agreement for year(s) specified above, billable on an annual basis or by the inspection. Variable rate increases will be based on general cost of living increases and fuel prices and not to exceed an annual basis.
- III. **Renewal:** This agreement shall automatically renew for an additional period as specified above at the same terms, conditions, and costs, unless either party gives notice of termination a minimum of thirty (30) days.
- IV. **Termination of Agreement:** This agreement may be terminated by either party with (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. If contractor deems it necessary to cancel contract due to non payment of services rendered or non authorization of work to system, there will not be a refund of this contract.
- V. **Inspections: Contractor will:**
 - A. Inspect and perform upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the system manufacturer, and TCEQ and/or local permitting authorities for a total of (3) visits to site per year.
 - B. Provide written record of the visits to the site by means of an inspection tag attached to the control panel.
 - C. Repair or replace. If Contractor has necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine visit. If such services are not covered by warranty, and service costs are \$200.00 or less, Customer hereby authorizes Contractor to perform the service for said service. When service costs are greater than \$200.00, or if Contractor does not have necessary supplies at the site, Contractor will notify Customer of required service(s) and associated cost(s). Customer must notify Contractor of arrangements to effect repair of system within (2) business days after said notification, or Contractor will effect repairs and bill Customer for the service as required by State and/or local Agency rules. Contractor reserves the right to have first choice of any repair to system. Owner may contract with another maintenance provider only after Burgh's Septic has authorized repair by another provider.
 - D. Forward copies of this agreement and all reports to the regulatory and the customer within 14 days.
 - E. Visit site in response to Customer's request for unscheduled service within (48) hours of the date of notification of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.
- VI. **Chlorination/Disinfection** is required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.
- VII. **Customer's Responsibilities:** The Customer is responsible for each of the following:
 - A. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
 - B. Protect equipment from physical damage including but not limited to that damage caused by insects.
 - C. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF's.
 - D. Provide upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
 - E. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section V. sub -section C. above, Customer agrees to pay for sample collection and transportation, portal to portal, at a rate of \$75.00 per hour, plus the associated fees for laboratory testing.

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

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

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

VIII. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways or risers and removable covers, for the purpose of evaluations required by state and/or local rules and the proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the cost for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at the current rate of contractor's rate per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping or any unmarked underground items (telephone, or electric cables, water, air or gas lines, etc.) or for the uneven settling of the soil.

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

X. Severability: If any provision of this "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of 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.

XI. Fee for Services: The fee for the basic Services described in this Agreement is to be reviewed annually and invoiced to either annual or bill by the inspection. This fee does not include any equipment, materials, or labor for non-warranty repairs or for unscheduled. Customer requested visits to the site.

XII. Payment: Payment of fee for services for this original year terms as stated above is to be made as follows:

_____ year agreement billable on an annual basis

_____ Payment plan billable by the inspection (net 5 days of invoice date)

Payment of invoice(s) for any other service or repair provided by Contractor is due upon receipt of invoice.

Invoices are mailed on the date of invoice. All payments not received within (30) days from the invoice date will be subject to a \$15.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s).

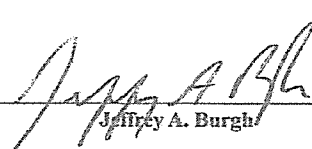
Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.

XIII. Payment Methods: Acceptable methods of payment are:

☐ Cash ☐ Check ☐ Visa/Master/Discover Card or Debit Card

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

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


Jeffrey A. Burgh

7/26/10
Date

Texas Installer II License # OS 8114

Class "C" Wastewater License # 450926443

CMP & NAWT accreditation

Amber Wilson License # MP0000339 Ernie Wilson License # MP0001270 Jackie Burgh License # OS0015226

Certified Service Provider for: AquaKlear, Aqua-Safe, AquaAire, Cajun Aire, Hoot, Southern, Hydro Action, Modad, Pro-Flo.

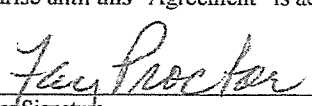
Member: Texas On-Site Wastewater Association

ATU Brand _____

Model # _____

Serial # _____

Acceptance of Agreement: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to perform the Services as specified. Payment will be made as outlined above. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this "Agreement" is accepted in writing.


Customer Signature

7/16/10
Date

Customer Printed Name _____

Customer Phone # _____

Card Information: _____

Card Number

Expiration Date

"LICENSE TO OPERATE"
An On-Site Sewage Facility

2003-583 Max Proctor Aerobic
Permit Number Owner's Name Type Of System

Property Location: 110 Carriage Ct

Installer: Dale Cook License #: 788

Maintenance Holder: Jeff Burgh License #: 8114

A final inspection for the on-site sewage facility being installed on your property has been completed. It is our determination that the system has been installed in basic compliance with the rules set forth under Title 30 TAC Chapter 285, On-Site Sewage Facilities and the Bastrop County Rules and Regulations for On-Site Sewage Facilities.

Aerobic Wastewater Treatment Units Requiring An On-Going Maintenance Contract

Required? YES ✓ NO _____

(To be completed if applicable)

Maintenance Contract

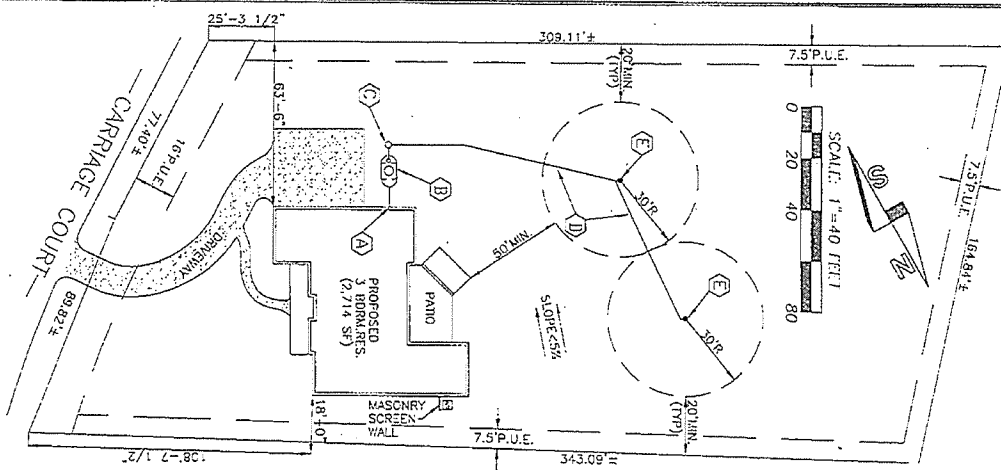
Beginning Date: 9/26/03 Expiration Date: 9/26/05

If you or your Maintenance Contract Holder should disagree with these dates, please contact our office. Also, please be reminded that thirty-days (30) prior to the contract expiration you must submit another contract that must be effective for at least one (1) year.

Jessie Crosby 8697 9/10/1/03
Designated Representative Signature License # Date

OFFICE COPY - PINK

OWNER'S COPY - WHITE



CONSTRUCTION NOTES

1. NO PORTION OF THE SEPTIC SYSTEM DISPOSAL AREA IS TO BE INSTALLED WITHIN 10' OF A PORTABLE WATER LINE.
2. THE EFFLUENT PUMP IS TO BE TIMER CONTROLLED FOR NIGHT (1:30 AM TO 5:00 AM) PUMPING ONLY. THE CONTROL SYSTEM MUST INCLUDE A DISINFECTION ALARM FEATURE.
3. NOTE TO SYSTEM OWNER: THIS SYSTEM REQUIRES REGULAR MAINTENANCE TO INSURE PROPER FUNCTION. THE SYSTEM OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SYSTEM. A PROFESSIONAL MAINTENANCE COMPANY ARE REQUIRED.
4. SPRAY HEADS SHALL BE LOCATED ON AN AREA WITH LESS THAN 15% GRADE. AT LEAST 10' FROM TREE TRUNKS. REMOVE BRUSH AND LOW-HANGING LIMBS TO PROVIDE A CLEAR AREA FOR EVEN SPRAY APPLICATION.

GENERAL NOTES

- NOTE: This system is intended to treat and dispose of a maximum of 300 gallons of domestic sewage per day.
1. Consult the local health department for the requirements set forth in the local health department's regulations of 1901, as well as the regulations of the appropriate agency.
 2. The installer shall not deviate from these plans without written consent of the approving agency and the engineer.
 3. Installer shall backfill all excavation and soil profile holes after authorization to do so by the approving agency.
 4. The installer is responsible for locating all underground utilities on site. The installer shall verify the location and elevation of the house subsoil prior to excavation of tank holes.
 5. The installer and the owner shall coordinate for the preservation of desirable vegetation.
 6. The installer is responsible for contacting the approving agency and the engineer to schedule construction inspections. Notification to the approving agency shall be made in writing.
 7. When tanks, pipes and applicator heads are installed, compressor, pump and alarm operator, no backfill.
 8. After final landscaping.
 9. Engineer requires a minimum 48 hr notice for inspections.
 10. The installer shall insure that all surfaces and road crossings are directed away from tanks and spray heads by gutters, berms, etc.
 11. The installer shall be responsible for informing the owner regarding proper system operation and maintenance, including location and operation of pump alarm, compressor and chlorinator.
 12. The use of low volume flush toilets (1.6 gpi), low flow shower heads (2.5 gpm @ 80psi) and faucets (2.2 gpm @ 60 psi) is required.

- (A) STUBOUT WITH CLEANOUT
(B) AERobic TREATMENT UNIT
MIN. 500 GPD. CAPACITY
W/ INTEGRAL TRASH TANK,
PUMP TANK AND TABLET
CHLORINATOR.
- (C) PRESSURE REGULATOR SET
TD 40 PSI.
(D) 125' PVC SCH. 40
(E) SPRAY HEAD - HUNTER
PSH - 360 - 6LA (2 REQ'D)

THIS PLAN IS NOT A SURVEY AND SHOULD NOT BE USED AS SUCH

DAVID W. COOMBS, P.E.

P.O. BOX 956
ELGIN, TX 78621

(512) 281-3500
FAX: (512) 285-5117



APPLICANT: MORGAN-WILLIAMS COMPANY
1200 LAKEWAY DRIVE
AUSTIN, TEXAS 78734

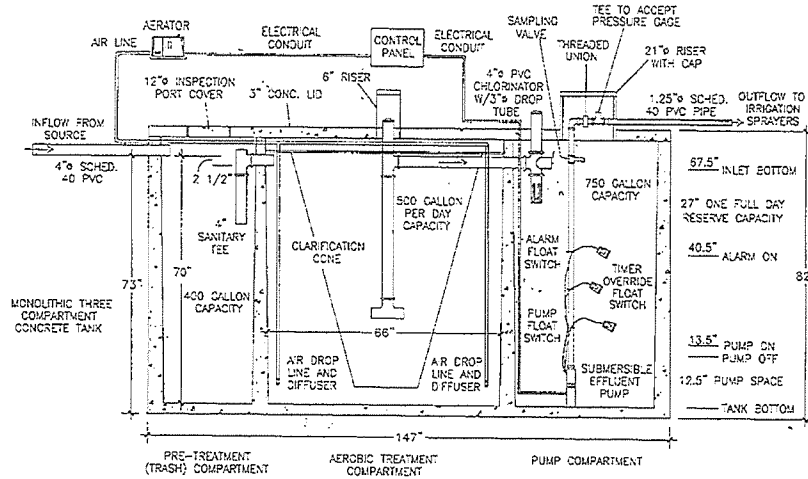
SITE: 110 CARRIAGE COURT,
LOT 3, BLK H, SEC. 4, THE COLONY

SPRAY IRRIGATION SEPTIC SYSTEM DESIGN SITE PLAN

DWG NO: 32075
DATE: 8/14/03

SHEET 1 OF 2

DWN BY: DNK
CHK BY: DWC



AQUA SAFE SINGLE TANK THREE COMPARTMENT TREATMENT UNIT

AEROBIC TREATMENT UNIT INSTALLATION NOTES

1. The aerobic treatment unit required for this installation shall be an AQUASAFE Model BTAS5-4+75, with a minimum treatment capacity of 500 GPD. The unit shall be installed per manufacturer's instructions.
2. An air compressor and a control panel shall be provided with the treatment unit, and shall be installed in a weather-protected location per manufacturer's instructions. A power source is required at 115v, 1 phase, 60 Hz. Controls shall include an audible/visible alarm signal on air failure.
3. The chlorinator shall be an integral AQUASAFE tablet chlorinator or an equal commercially manufactured substitute with a minimum of 4 months' treatment capacity at normal waste flow rates. The chlorinator shall be accessible from grade for maintenance.

DISPOSAL FIELD INSTALLATION NOTES

1. The disposal field for this system shall provide a minimum 4,688 sq ft of spray irrigation field using two HUNTER PGH-360-6LA low-angle sprinkler heads arranged as shown on the site plan. Install sprinkler heads per manufacturer's instructions.
2. The installer is responsible for sprinkler staking and verification of grades and set-backs prior to installation. Any grade discrepancies greater than 6" or other site changes adversely affecting the disposal area shall be reported to the engineer prior to excavation.
3. Should ground water be encountered during excavation that was not previously indicated on the system plans, the installer shall stop construction and notify the approving agency and the engineer.
4. Pipe sizes for this system:

Tank connections = 4" PVC ASTM D-3034, SDR 35

Transfer line to sprinklers = 1.25" PVC Sch. 40

All lines except risers to sprinkler heads shall have a minimum of 12" soil cover.

5. No other automatic lawn sprinkler system shall be installed over any part of the disposal area.

6. If not naturally vegetated, the finished disposal area must be seeded or hydromulched (do not solid-sod) before final inspection. Use hulled Bermuda for summer application or an equal mix of hulled Bermuda and Winter Rye for winter application. Final approval will not be given to a system lacking established vegetative cover.

TANK INSTALLATION NOTES

1. All tanks shall be set level on a min. 4" thick sand pad. Any over-excavation of the tank hole bottom shall be filled with sand to prevent settling. Tank excavation shall be backfilled with sand, pea gravel, select backfill or loam.
2. Tank lids and pipe connections shall be grouted or otherwise sealed to prevent groundwater intrusion.
3. Tanks shall be covered with at least 6" of clean material on completion. Tanks buried more than 12" below finished grade shall have rigid ribbed PVC risers grouted to the tank lid over each inspection port and brought to within 6" of the finished grade.
4. Riser lids shall be gasketed or otherwise sealed to prevent groundwater intrusion and shall be permanently marked at grade for ease of location for maintenance. Risers may extend to grade, but must be bolted or padlocked to prevent unauthorized access.
5. Tank location may be changed from that shown on the design plan with engineer's approval.
6. If building construction is on-going subsequent to tank backfill, installer shall clearly mark tank locations to avoid damage by construction traffic.
7. If a tank of material other than concrete is to be used, contractor shall contact engineer before installation.

PUMP INSTALLATION NOTES

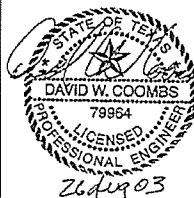
NOTE: NIGHT PUMPING REQUIRED - PUMP CONTROLS SHALL INCLUDE A TIMER TO ALLOW PUMPING ONLY BETWEEN THE HOURS OF 1:00 TO 5:00 AM - SET FOR "PUMP ON" FOR 20 MINUTES EACH HOUR.

1. The pump required for this system is an StaRite Dominator 20 Pump, to be complete with level alarm and on-off mercury float switches, a discharge check valve, and an alarm panel with audio/visual signal.
2. Pump power requirements are 0.5 hp, 1 phase, 60 Hz, 115 volt for spray pump.
3. Provide separate power circuits for the pump and the high water level alarm. All wiring outside the tanks shall be in conduit.
4. All electrical connections shall be made by a licensed electrician in accordance with the National Electric Code and the regulations of the local power supply company.

DAVID W. COOMBS, P.E.

P.O. BOX 966
ELGIN, TX 78621

(512) 281-3500
FAX: (512) 285-5117



APPLICANT: MORGAN WILLIAMS CO.

SITE: 110 CARRIAGE CT.

SPRAY IRRIGATION SEPTIC SYSTEM DESIGN TANK/PUMP DETAILS

DWG NO: 32075
DATE: 16 DEC 02

SHEET 2 OF 2

DWN BY: DNK
CHK BY: DWC