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Section 5.008, Property Code requires a seller of residential property of not more than one dwelling unit to deliver a Seller's Disclosure Notice to a buyer on or before the effective date of a contract. **This form complies with and contains additional disclosures which exceed the minimum disclosures required by the Code.**

CONCERNING THE PROPERTY AT

1833 Doss-Cherry Spring Rd.
Doss, TX 78618

THIS NOTICE IS A DISCLOSURE OF SELLER'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED BY SELLER AND IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES THE BUYER MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, OR ANY OTHER AGENT.

Seller X is ___ is not occupying the Property. If unoccupied (by Seller), how long since Seller has occupied the Property?
____ or ____ never occupied the Property

Section 1. The Property has the items marked below: (Mark Yes (Y), No (N), or Unknown (U).)

This notice does not establish the items to be conveyed. The contract will determine which items will & will not convey.

Item	Y	N	U
Cable TV Wiring	X		
Carbon Monoxide Det.		X	
Ceiling Fans		X	
Cooktop		X	
Dishwasher		X	
Disposal	X		
Emergency Escape Ladder(s)		X	
Exhaust Fans	X		
Fences	X		
Fire Detection Equip.	X		
French Drain		X	
Gas Fixtures		X	
Natural Gas Lines		X	

Item	Y	N	U
Liquid Propane Gas:		X	
-LP Community (Captive)		X	
-LP on Property		X	
Hot Tub		X	
Intercom System		X	
Microwave		X	
Outdoor Grill		X	
Patio/Decking	X		
Plumbing System			
Pool		X	
Pool Equipment		X	
Pool Maint. Accessories		X	
Pool Heater		X	

Item	Y	N	U
Pump: sump grinder		X	
Rain Gutters		X	
Range/Stove	X		
Roof/Attic Vents	X		
Sauna		X	
Smoke Detector	X		
Smoke Detector - Hearing Impaired		X	
Spa		X	
Trash Compactor		X	
TV Antenna		X	
Washer/Dryer Hookup	X		
Window Screens	X		
Public Sewer System		X	

Item	Y	N	U	Additional Information
Central A/C	☒	☐	☐	☒ electric ☐ gas number of units: <u>2</u>
Evaporative Coolers	☐	☒	☐	number of units: _____
Wall/Window AC Units	☐	☒	☐	number of units: _____
Attic Fan(s)	☐	☒	☐	if yes, describe: _____
Central Heat	☒	☐	☐	☒ electric ☐ gas number of units: <u>2</u>
Other Heat	☒	☐	☐	if yes, describe: <u>in both rooms</u>
Oven	☐	☒	☐	number of ovens: _____ electric ☐ gas ☐ other: _____
Fireplace & Chimney	☐	☒	☐	☐ wood ☐ gas logs ☐ mock ☐ other: _____
Carport	☒	☒	☐	☐ attached ☒ not attached
Garage	☒	☐	☐	☒ attached ☐ not attached
Garage Door Openers	☒	☐	☐	number of units: <u>1</u> number of remotes: <u>2</u>
Satellite Dish & Controls	☒	☐	☐	☐ owned ☒ lease from: <u>DISH</u>
Security System	☐	☒	☐	☐ owned ☐ lease from: _____
Water Heater	☒	☐	☐	☒ electric ☐ gas ☐ other: _____ number of units: <u>1</u>
Water Softener	☐	☒	☐	☐ owned ☐ lease from: _____
Underground Lawn Sprinkler	☐	☒	☐	☐ automatic ☐ manual areas covered: _____
Septic / On-Site Sewer Facility	☒	☐	☐	if yes, attach Information About On-Site Sewer Facility (TAR-1407) <u>Remo</u>

(TAR-1406) 09-01-17

Initialed by: Buyer: _____ and Seller: _____

Real Estate Advisory Team, 734 S. Washington St. Fredericksburg TX 78624
Neal Reeh Produced with zipForm® by

Phone: 830.997.3400

Fax: 830.990.8576

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com

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Kesler, 1833

1833 Doss-Cherry Spring Rd.
Doss, TX 78618

Concerning the Property at _____

Water supply provided by: ___ city X well ___ MUD ___ co-op ___ unknown ___ other: _____

Was the Property built before 1978? ___ yes X no ___ unknown

(If yes, complete, sign, and attach TAR-1906 concerning lead-based paint hazards).

Roof Type: Metal Age: 10 (approximate)

Is there an overlay roof covering on the Property (shingles or roof covering placed over existing shingles or roof covering)? ___ yes ___ no ___ unknown

Are you (Seller) aware of any of the items listed in this Section 1 that are not in working condition, that have defects, or are need of repair? ___ yes X no If yes, describe (attach additional sheets if necessary): _____

Section 2. Are you (Seller) aware of any defects or malfunctions in any of the following?: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Item	Y	N
Basement		<u>X</u>
Ceilings		<u>X</u>
Doors		<u>X</u>
Driveways		<u>X</u>
Electrical Systems		<u>X</u>
Exterior Walls		<u>X</u>

Item	Y	N
Floors		<u>X</u>
Foundation / Slab(s)		<u>X</u>
Interior Walls		<u>X</u>
Lighting Fixtures		<u>X</u>
Plumbing Systems		<u>X</u>
Roof		<u>X</u>

Item	Y	N
Sidewalks		<u>X</u>
Walls / Fences		<u>X</u>
Windows		<u>X</u>
Other Structural Components		<u>X</u>

If the answer to any of the items in Section 2 is yes, explain (attach additional sheets if necessary): _____

Section 3. Are you (Seller) aware of any of the following conditions: (Mark Yes (Y) if you are aware and No (N) if you are not aware.)

Condition	Y	N
Aluminum Wiring		<u>X</u>
Asbestos Components		<u>X</u>
Diseased Trees: <u>X</u> oak wilt	<u>X</u>	
Endangered Species/Habitat on Property		<u>X</u>
Fault Lines		<u>X</u>
Hazardous or Toxic Waste		<u>X</u>
Improper Drainage		<u>X</u>
Intermittent or Weather Springs		<u>X</u>
Landfill		<u>X</u>
Lead-Based Paint or Lead-Based Pt. Hazards		<u>X</u>
Encroachments onto the Property		<u>X</u>
Improvements encroaching on others' property		<u>X</u>
Located in 100-year Floodplain		<u>X</u>
Located in Floodway		<u>X</u>
Present Flood Ins. Coverage (If yes, attach TAR-1414)		<u>X</u>
Previous Flooding into the Structures		<u>X</u>
Previous Flooding onto the Property		<u>X</u>
Located in Historic District		<u>X</u>
Historic Property Designation		<u>X</u>
Previous Use of Premises for Manufacture of Methamphetamine		<u>X</u>

Condition	Y	N
Previous Foundation Repairs		<u>X</u>
Previous Roof Repairs		<u>X</u>
Previous Other Structural Repairs		<u>X</u>
Radon Gas		<u>X</u>
Settling		<u>X</u>
Soil Movement		<u>X</u>
Subsurface Structure or Pits		<u>X</u>
Underground Storage Tanks		<u>X</u>
Unplatted Easements		<u>X</u>
Unrecorded Easements		<u>X</u>
Urea-formaldehyde Insulation		<u>X</u>
Water Penetration		<u>X</u>
Wetlands on Property		<u>X</u>
Wood Rot		<u>X</u>
Active infestation of termites or other wood destroying insects (WDI)		<u>X</u>
Previous treatment for termites or WDI		<u>X</u>
Previous termite or WDI damage repaired		<u>X</u>
Previous Fires		<u>X</u>
Termite or WDI damage needing repair		<u>X</u>
Single Blockable Main Drain in Pool/Hot Tub/Spa*		<u>X</u>

(TAR-1406) 09-01-17

Initialed by: Buyer: _____, _____ and Seller: DK, JK

Concerning the Property at _____

If the answer to any of the items in Section 3 is yes, explain (attach additional sheets if necessary): _____

oak wilt or decline in lower pasture - and on surrounding
ranch -

*A single blockable main drain may cause a suction entrapment hazard for an individual.

Section 4. Are you (Seller) aware of any item, equipment, or system in or on the Property that is in need of repair, which has not been previously disclosed in this notice? ☐ yes ☒ no If yes, explain (attach additional sheets if necessary): _____

Section 5. Are you (Seller) aware of any of the following (Mark Yes (Y) if you are aware. Mark No (N) if you are not aware.)

Y N

☒ Room additions, structural modifications, or other alterations or repairs made without necessary permits or not in compliance with building codes in effect at the time.

☒ Homeowners' associations or maintenance fees or assessments. If yes, complete the following:

Name of association: _____

Manager's name: _____ Phone: _____

Fees or assessments are: \$ _____ per _____ and are: ☐ mandatory ☐ voluntary

Any unpaid fees or assessment for the Property? ☐ yes (\$ _____) ☐ no

If the Property is in more than one association, provide information about the other associations below or attach information to this notice.

☒ Any common area (facilities such as pools, tennis courts, walkways, or other) co-owned in undivided interest with others. If yes, complete the following:

Any optional user fees for common facilities charged? ☐ yes ☐ no If yes, describe: _____

☒ Any notices of violations of deed restrictions or governmental ordinances affecting the condition or use of the Property.

☒ Any lawsuits or other legal proceedings directly or indirectly affecting the Property. (Includes, but is not limited to: divorce, foreclosure, heirship, bankruptcy, and taxes.)

☒ Any death on the Property except for those deaths caused by: natural causes, suicide, or accident unrelated to the condition of the Property.

☒ Any condition on the Property which materially affects the health or safety of an individual.

☒ Any repairs or treatments, other than routine maintenance, made to the Property to remediate environmental hazards such as asbestos, radon, lead-based paint, urea-formaldehyde, or mold.

If yes, attach any certificates or other documentation identifying the extent of the remediation (for example, certificate of mold remediation or other remediation).

☒ Any rainwater harvesting system located on the Property that is larger than 500 gallons and that uses a public water supply as an auxiliary water source.

☒ The Property is located in a propane gas system service area owned by a propane distribution system retailer.

☒ Any portion of the Property that is located in a groundwater conservation district or a subsidence district.

If the answer to any of the items in Section 5 is yes, explain (attach additional sheets if necessary): _____

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Section 6. Seller has has not attached a survey of the Property.

Section 7. Within the last 4 years, have you (Seller) received any written inspection reports from persons who regularly provide inspections and who are either licensed as inspectors or otherwise permitted by law to perform inspections? yes X no If yes, attach copies and complete the following:

Inspection Date	Type	Name of Inspector	No. of Pages

Note: A buyer should not rely on the above-cited reports as a reflection of the current condition of the Property. A buyer should obtain inspections from inspectors chosen by the buyer.

Section 8. Check any tax exemption(s) which you (Seller) currently claim for the Property:

X Homestead X Senior Citizen Disabled
 Wildlife Management X Agricultural Disabled Veteran
 Other: Unknown

Section 9. Have you (Seller) ever filed a claim for damage to the Property with any insurance provider? X yes no

Section 10. Have you (Seller) ever received proceeds for a claim for damage to the Property (for example, an insurance claim or a settlement or award in a legal proceeding) and not used the proceeds to make the repairs for which the claim was made? yes X no If yes, explain:

Section 11. Does the Property have working smoke detectors installed in accordance with the smoke detector requirements of Chapter 766 of the Health and Safety Code?* unknown no X yes. If no or unknown, explain. (Attach additional sheets if necessary):

**Chapter 766 of the Health and Safety Code requires one-family or two-family dwellings to have working smoke detectors installed in accordance with the requirements of the building code in effect in the area in which the dwelling is located, including performance, location, and power source requirements. If you do not know the building code requirements in effect in your area, you may check unknown above or contact your local building official for more information.*

A buyer may require a seller to install smoke detectors for the hearing impaired if: (1) the buyer or a member of the buyer's family who will reside in the dwelling is hearing-impaired; (2) the buyer gives the seller written evidence of the hearing impairment from a licensed physician; and (3) within 10 days after the effective date, the buyer makes a written request for the seller to install smoke detectors for the hearing-impaired and specifies the locations for installation. The parties may agree who will bear the cost of installing the smoke detectors and which brand of smoke detectors to install.

Seller acknowledges that the statements in this notice are true to the best of Seller's belief and that no person, including the broker(s), has instructed or influenced Seller to provide inaccurate information or to omit any material information.

Signature of Seller DKesler 09/19/18 Date Signature of Seller Linda Kay Kesler 09/19/18 Date
Printed Name: David Kesler Printed Name: Linda Kay Kesler

(TAR-1406) 09-01-17

Initialed by: Buyer: , and Seller: DK JK

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Concerning the Property at 1833 Doss-Cherry Spring Rd.
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ADDITIONAL NOTICES TO BUYER:

- (1) The Texas Department of Public Safety maintains a database that the public may search, at no cost, to determine if registered sex offenders are located in certain zip code areas. To search the database, visit www.txdps.state.tx.us. For information concerning past criminal activity in certain areas or neighborhoods, contact the local police department.
- (2) If the Property is located in a coastal area that is seaward of the Gulf Intracoastal Waterway or within 1,000 feet of the mean high tide bordering the Gulf of Mexico, the Property may be subject to the Open Beaches Act or the Dune Protection Act (Chapter 61 or 63, Natural Resources Code, respectively) and a beachfront construction certificate or dune protection permit may be required for repairs or improvements. Contact the local government with ordinance authority over construction adjacent to public beaches for more information.
- (3) This Property may be located near a military installation and may be affected by high noise or air installation compatible use zones or other operations. Information relating to high noise and compatible use zones is available in the most recent Air Installation Compatible Use Zone Study or Joint Land Use Study prepared for a military installation and may be accessed on the Internet website of the military installation and of the county and any municipality in which the military installation is located.
- (4) If you are basing your offers on square footage, measurements, or boundaries, you should have those items independently measured to verify any reported information.
- (5) The following providers currently provide service to the Property:

Electric: Central Texas Electric Co-op
Sewer: _____
Water: _____
Cable: Dish
Trash: _____
Natural Gas: _____
Phone Company: HCTC
Propane: _____

phone #: 830-997-2126
phone #: _____
phone #: _____
phone #: 1-888-800-7488
phone #: _____
phone #: _____
phone #: 830-367-5333
phone #: _____

- (6) This Seller's Disclosure Notice was completed by Seller as of the date signed. The brokers have relied on this notice as true and correct and have no reason to believe it to be false or inaccurate. YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.

The undersigned Buyer acknowledges receipt of the foregoing notice.

Signature of Buyer _____	Date _____	Signature of Buyer _____	Date _____
Printed Name: _____		Printed Name: _____	



TEXAS ASSOCIATION OF REALTORS®
INFORMATION ABOUT ON-SITE SEWER FACILITY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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CONCERNING THE PROPERTY AT 1833 Doss-Cherry Spring Rd.
Doss, TX 78618

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

- (1) Type of Treatment System: ☐ Septic Tank ☒ Aerobic Treatment ☐ Unknown
☐ _____
- (2) Type of Distribution System: Spray ☐ Unknown
- (3) Approximate Location of Drain Field or Distribution System: South of the house. ☐ Unknown

- (4) Installer: Ben Ball ☐ Unknown
- (5) Approximate Age: 2018 ☐ 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: Block Creek Aerobic Service, LLC
 Phone: (830)995-3189 contract expiration date: _____
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? September 19, 2018
- (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.



09-19-18

Signature of Seller

Date

David Kent Kesler



9-19-18

Signature of Seller

Date

Linda Kay Kesler

Receipt acknowledged by:

Signature of Buyer

Date

Signature of Buyer

Date

Dwayn Boos
On-Site Sewage Facilities
101 W. Main St, Mail Unit #9
Fredericksburg, TX 78624

**NOTICE OF APPROVAL OF
On-Site Sewage Facility**



David K Kesler
Box 54
Doss, TX 78618

PERMIT # 7561

Property Location: 1833 Doss-Cherry Spring Rd

GILLESPIE COUNTY, TEXAS

This serves to notify all persons that the on-site sewage facility owned by the above has satisfied design, construction, and installation requirements of the Texas Commission on Environmental Quality (TCEQ) and Gillespie County. This Gillespie County On-Site Sewage Facility Permit is issued for the operation of the above-identified on-site sewage facility.

ANY MODIFICATIONS TO THE STRUCTURE, SYSTEM COMPONENTS, OR CHANGES OF OWNERSHIP MAY REQUIRE A NEW PERMIT. The owner must notify this office of the aforementioned changes.

300GPD = UP TO 4BR, < 3500 SQ FT LIVING AREA

Title 30 of the Texas Administrative Code, Chapter 285 Order Adopting Rules of Gillespie County, Texas For On-Site Sewage Facilities requires an on-going maintenance contract for an aerobic surface application OSSF.

Dwayn C Boos
Inspector and Gillespie County Designated Representative
Dwayn C. Boos

MAY 9, 2018
Date

***Email Mandatory d: step@wildblue.net
GATE CODE: 1704



Gillespie County Application for On-Site Sewage Facility

(Permit application is good for 1 year from purchase date.)

Permit # 7561 Date: 4/18/18 Fee: 150

Reason For Permit (Circle one): ☐ New Construction ☐ System Replacement ☐ System Repair

Name of Landowner: KESSLER DAVID K
(Last Name) (First Name) (MI)

Mailing Address: Box 54 Doss TX 78618
(House # and Street Name/or PO Box) (City & State) (Zip Code)

Physical Address/Location of new Septic System: 1833 Doss Cherry Sp Rd
(House # & Street Name) (City & State) (Zip Code)

Daytime Phone Number(s): 830 669 2186 Cell Number(s): 830 998 4798

Legal Description: Volume: Page: Instrument #: Gillespie CAD Tax ID #: R 84215

Subdivision Name: Lot#: Blk: Phase: Tract:

Abstract: A0439 Survey Name and #: G Law # 447

Total Acreage: 16 ☐ Private Well ☐ Public Well (Supplier's Name):

Name & License # of person installing the Septic System: Ben Ball OS# 31139

Information on a Single Family Residence: ☒ House ☐ Mobile Home ☐ Manufactured
Total Square Footage of Living Area: ☐ <1500 ☒ <2500 ☐ <3500 ☐ <4500 or ☐
of bedrooms 4, # of bathrooms (Full) 2 (Half) . Does it have or will it have water
saving devices such as low flush toilets, reduced flow shower heads or faucets, pressure reducing
valves and/or faucet aerators? ☒ Yes ☐ No Water Softener (Demand-Initiated Regeneration)
Circle: Y or N

Is the water softener plumbed separate from the OSSF: Y or N

Information on a Non-Single Family Residence or Commercial/Institutional Facility (Including
Multi-family residences) Describe usage:

I certify that the above statements are true and correct to the best of my knowledge. Authorization is
hereby given to Gillespie County OSSF Department to enter upon the above described property for
the purpose of soil/site evaluation and investigation of an on-site sewage facility.

DKessler

(Signature of Landowner)

2-28-18

(Date)

Office Use Only:

Daily wastewater usage rate: Q = 300 (gallons/day)

- ☒ Site Evaluation
- ☒ Planning Materials submitted by: ☐ Installer ☐ P.E. ☒ R.S.
- ☒ Development Plans required for Subdivisions, Manufactured Housing Communities,
Multi-Unit Residential Development, Business Parks, or other similar uses (i.e. B&B
Rental, R.V. Park)
- ☐ Floodplain and/or Development Permit 1205-18
- For Aerobic Treatment units and non-standard treatment (if applicable):
 - ☒ Affidavit to the Public
 - ☒ Two-year Maintenance Contract

☒ AUTHORIZATION to CONSTRUCT

Date: MAY 2, 2018

Certification of Approval
Final Inspection PERMIT # 7561

Date: 5-8-18

Approved by: Dwayne C. Boos

- I. Sewer (House/Drain): ☐ 3" Sch 40 ☒ 4" Sch 40 ☐ Other: 2" KITCHEN
Slope of sewer pipe to tank ☒ minimum of 1/8"/ft.
☒ Cleanouts every 50 ft. and with 5 ft. of 90° bends

- II. Treatment: ☐ Conventional Tanks ☒ Aerobic ☐ Other: _____

TANKS SIZE AND COMPARTMENTS	SERIAL#	RISER	MANUFACTURER
1. <u>NO WATER 42618</u>	<u>B30708</u>	Y/N	<u>BCCP</u>
2. <u>B-550-400 PT</u>		Y/N	
3. _____		Y/N	
4. _____		Y/N	

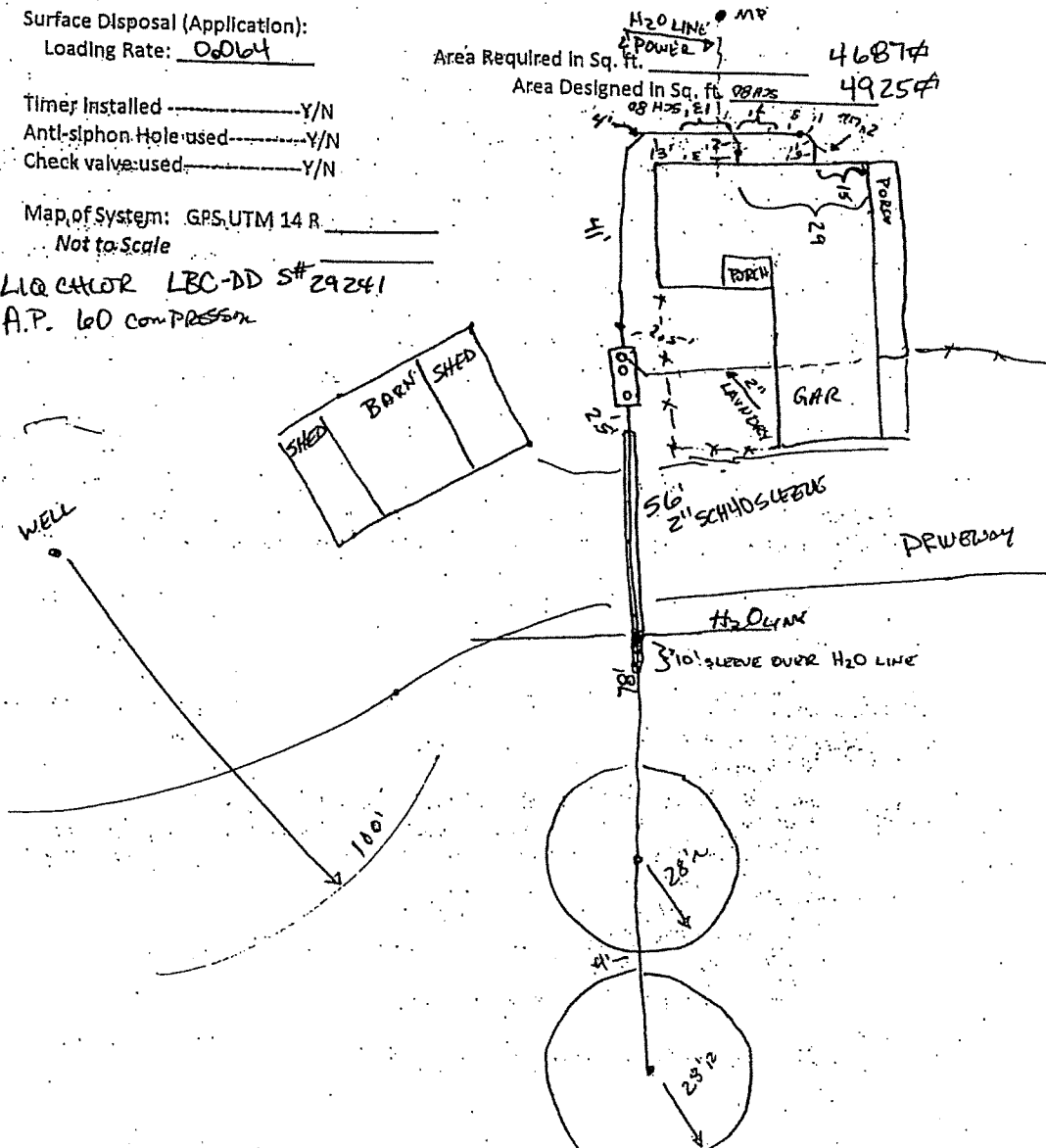
- III. Disposal Field ☐ Conventional Gravel ☐ Leaching Chambers (Brand) _____
☐ Low-Pressure Pipe ☐ Mounds ☐ Gravel-Less Pipe ☐ Pressure Emitters (drip)
☐ ET Beds ☐ Other: _____
Subsurface Disposal: _____

LENGTH OF TRENCH	WIDTH	HEIGHT OF MEDIA	CREDIT	AREA= LENGTH X CREDIT
1. _____ ft.	_____ ft.	_____ ft.	_____	_____ Sq.ft.
2. _____ ft.	_____ ft.	_____ ft.	_____	_____ Sq.ft.

- IV. Surface Disposal (Application):
Loading Rate: 0.0664
Timer Installed _____ Y/N
Anti-siphon Hole used _____ Y/N
Check valve used _____ Y/N

- V. Map of System: GPS UTM 14 R _____
Not to Scale

LIQ CHLOR LBC-DD S# 29241
A.P. 600 COMPRESSOR



WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number 7561
Customer DAVID KESLER
Site Address 1833 DOSS - Cherry Spring RD -
City DOSS Zip 78618
Mailing Address Box 54 DOSS TX 78618
County GILLESPIE Map # _____
Phone 830 669-2186
Email DKESLER@wildblue.net

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

II. Effective Date:

This Agreement commences on 5/9/18 and ends on 5/9/20 for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. Termination of Agreement:

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

IV. Services:

Contractor will:

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

V. Disinfection:

Customer's Initials

DKK



BS

Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

Customer's Initials

OKK

© copyright
all rights reserved

BS

Contractor's Initials

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

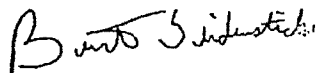
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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


Block Creek Aerobic Services, LLC,
Contractor
MC# 0000042 and MC#0000002



Customer Signature Date



Customer's Initials



BS

Contractor's Initials

David Kesler

TO THE PUBLIC

AFFIDAVIT

COUNTY OF GILLESPIE

§



3 pgs
AFF

20181871

THE STATE OF TEXAS

§

CERTIFICATION OF ON-SITE SEWAGE FACILITY REQUIRING MAINTENANCE

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

I

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

II

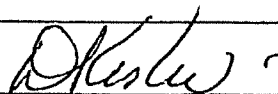
An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code § 285.91 (12) will be installed on the property described as: See Attached

The property is owned by: David Kesler

This 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 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 Gillespie County Sanitation Department.

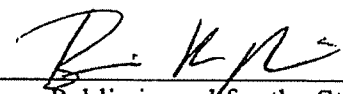
WITNESSED BY MY HAND ON THIS 6th DAY OF March, 2018.


(Owner(s) Signature(s))

THE STATE OF TEXAS §

COUNTY OF GILLESPIE §

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 6th DAY OF March, 2018.


Notary Public in and for the State of Texas

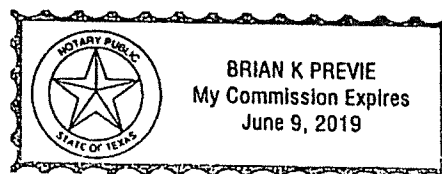


EXHIBIT "A"

BEING 52.5 acres of land, more or less, situated in Gillespie County, Texas, comprising approximately 25.5 acres, part of the Dietrich Rode Survey No. 492, Abstract No. 1038; approximately 17.5 acres, part of the George Law Survey No. 442, Abstract No. 439; and approximately 9.5 acres, part of the Conrad Mund Survey No. 635, Abstract No. 472; being part of that 307.8 acre 2nd tract described in a conveyance to Mamie Mund and Corine Mund Klose by Partition Deed dated May 12, 1992, found of record in Volume 230, Pages 811-818 of the Real Property Records of Gillespie County, Texas; and including land, part of the Doss-Cherry Spring (county) Road.

Said 52.5 acre, more or less, tract of land is described by metes and bounds as follows, to-wit:

BEGINNING at a 7 inch dia. cedar post found set for the SSW corner of that 307.8 acre 2nd tract described in said conveyance to Mamie Mund and Corine Mund Klose by Partition Deed, found of record in Volume 230, Pages 811-818 of the Real Property Records of Gillespie County, Texas, for the SW corner of this tract of land;

THENCE with fence along a west line of said 307.8 acre tract, N 0° 24' W, at 126.9 feet to a 6 inch dia. cedar post at cattleguard, 135.9 feet in all to a point in the approximate centerline of the Doss-Cherry Spring (county) Road, for the NW corner of this tract of land;

THENCE with the approximate centerline of said county road as follows:

N 80° 06' E 103.3 feet;
N 73° 15' E 93.5 feet;
N 67° 30' E 366.8 feet;
N 57° 15' E 135.9 feet;
N 47° 42' E 121.0 feet;
N 42° 15' E 168.2 feet;
N 35° 15' E 139.1 feet;
N 37° 57' E 96.6 feet;
N 44° 27' E 56.4 feet;
N 52° 37' E 63.9 feet;

(continued on Page 2)

EXHIBIT "A"

Page 2

52.5 acre tract

N 62° 48' E 73.3 feet;
N 69° 44' E 207.1 feet;
N 71° 42' E 139.5 feet;
N 79° 09' E, passing intersection with Mund Hill (private) Road, 63.5 feet;
N 86° 05' E 100.5 feet;
N 89° 54' E 161.4 feet;
N 83° 02' E 97.5 feet;
N 74° 47' E 93.3 feet;
N 68° 20' E 341.2 feet;
N 71° 09' E 99.8 feet;
N 75° 15' E 65.0 feet;
N 82° 43' E 87.8 feet;
S 88° 42' E 206.0 feet to a point in cattleguard, in the east boundary of said 307.8 acre tract, for the NE corner of this tract of land, from which a cedar corner post bears N 0° 19' W 20.2 feet and a 1/2 inch dia. steel bar set for reference bears S 6° W 25.1 feet;

THENCE with fence, S 0° 19' W 1287.2 feet to a 7 inch dia. cedar post found set for the ESE corner of said 307.8 acre tract, for the SE corner of this tract of land;

THENCE with fence along the south boundary of said 307.8 acre tract as follows:

N 89° 09' W 1130.0 feet;
N 89° 27' W 1609.4 feet to the place of beginning.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Mary Lynn Rusche

Mary Lynn Rusche, County Clerk

Gillespie County Texas

April 19, 2018 08:34:59 AM

FEE: \$24.00

CCHEESEMAN

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