



TEXAS ASSOCIATION OF REALTORS®

INFORMATION ABOUT ON-SITE SEWER FACILITY

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CONCERNING THE PROPERTY AT

248 Whitney Woods Circle
Georgetown, TX 78633

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

- (1) Type of Treatment System: [] Septic Tank [x] Aerobic Treatment [] Unknown
(2) Type of Distribution System: 420 Gallon Class III ATU Drip Emitter [] Unknown
(3) Approximate Location of Drain Field or Distribution System: Backyard [] Unknown
(4) Installer: Hank B. Peters, Prof. Professional Sanitarian [] Unknown
(5) Approximate Age: 3 years, 6 months [] Unknown

B. MAINTENANCE INFORMATION:

- (1) Is Seller aware of any maintenance contract in effect for the on-site sewer facility? [x] Yes [] No
If yes, name of maintenance contractor: Hank Peters, Professional Sanitarian
Phone: (512) 746-2420 contract expiration date: 24 AUG 2011
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? N/A
(3) Is Seller aware of any defect or malfunction in the on-site sewer facility? [] Yes [x] No
If yes, explain:
(4) Does Seller have manufacturer or warranty information available for review? [x] Yes [] No

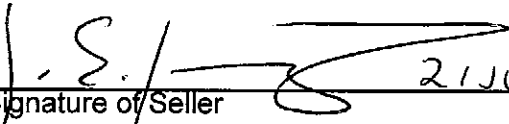
C. PLANNING MATERIALS, PERMITS, AND CONTRACTS:

- (1) The following items concerning the on-site sewer facility are attached:
[x] planning materials [x] permit for original installation [x] final inspection when OSSF was installed
[x] maintenance contract [x] 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.

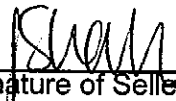
D. INFORMATION FROM GOVERNMENTAL AGENCIES: Pamphlets describing on-site sewer facilities are available from the Texas Agricultural Extension Service. Information in the following table was obtained from Texas Commission on Environmental Quality (TCEQ) on 10/24/2002. The table estimates daily wastewater 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
 Ernesto Jairo Jimenez 21 JUN 2010



 Signature of Seller Date
 Jochi Jimenez-Shahed 6/21/10

Receipt acknowledged by:

 Signature of Buyer Date

 Signature of Buyer Date

Hank Peters

Professional Sanitarian

P.O. Box 822
Jarrell, TX 76537
512/746-2420

OSSF MAINTENANCE AND ELECTRONIC MONITORING CONTRACT

Our Company will perform Texas Commission on Environmental Quality (TCEQ) required effluent system maintenance on the Aerobic Treatment System located at 248 Whitney Woods Circle, Block A, Lot 5, Russell Park Estates, Georgetown, Williamson County, Texas 78628, OSSF PERMIT #2006-5845 for the period of 2 years beginning August 25, 2009 and ending August 24, 2011.

This contract will provide for all TCEQ required inspections, and testing of the referenced *Hoot* Aerobic System. The contract will include the following:

1. Two (2) inspections a year (approximately one every Six (6) months), for a total of Four (4) over the two year period. The routine maintenance inspection will include inspection, adjustment and servicing of the specified component parts to ensure proper function. This includes inspecting the control panel, aerator, air filter, pump and chlorinator.

This inspection will also include cleaning of all filters, flush drainfield (for drip) and drainfield inspection.

An EFFLUENT quality inspection consisting of a visual check for color, turbidity, and examination for odors. A test for chlorine residual and pH may be performed and reported as necessary.

2. Maintenance inspection reports will be filed with the appropriate regulatory authority within 14 days of the inspection.
3. If any improper operation of the system as required by the rules and regulations for On-Site Sewage Facilities of this type is observed, which cannot be corrected at the time of the maintenance visit, owner will be notified immediately of the conditions, estimated date of correction and any additional costs which may be involved.
4. It is the homeowners responsibility to check the chlorinator and keep it charged on a regular basis. However, should the chlorinator be empty during regular maintenance, our company will add necessary certified chlorine tablets and charge the customer at a flat rate of \$50.00.
5. We will respond to system malfunction notification (by Client) by telephone within 24 hours and if necessary, physically within 72 hours.
6. Any additional service calls, inspections or sample collections required by specific Municipalities, Water/River Authorities, County Agencies, the TCEQ or any other authorized regulatory agency in your jurisdiction or malfunctions of the system will be at additional charge. The minimum service call fee shall be \$100.00 for the first hour or less and \$75.00 for each subsequent hour. Parts not covered by warranty shall be billed at cost plus 25 percent.
7. This contract also covers the WCCHD required electronic monitoring and automatic notification for system malfunctions. The maintenance provider notification number is 512/746-2420.
8. **VIOLATIONS OF WARRANTY/MAINTENANCE CONTRACT** include shutting off the electric current to the system for more than 24 hours, disconnecting the alarm system, restricting ventilation to the aerator, overloading the system above its rated capacity, introducing any amount of harmful matter into the system, system not installed precisely to designer specifications and, insect or ant damage or any other form of unusual abuse.

9. Hank Peters is the registered maintenance provider for fulfilling the terms of this contract.

At the conclusion of this maintenance contract, our company may make available, for purchase on an annual basis, a continuing maintenance contract.

By signing this Maintenance Contract, both the (Home) Owner or their representative and the Maintenance Contractor agree to the terms of this policy.

Client Name: Jimenez Residence JEJ
J. Menez 8-24-09
 Date: August 24, 2009
 Phone: 863-5671
 Address: 248 Whitney Woods Circle
Georgetown, TX 78628

Contractor: Hank Peters
Professional Sanitarian, MP0000261
 Date: August 24, 2009
 Phone: 746-2420
 Address: P.O. Box 822
Jarrell, TX 76537

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

SPECIAL PROVISIONS

1. Should the homeowner require advance notice of regular inspections, there will be an additional fee of ~~\$25.00~~ per visit.
2. All animals (dogs, cats, horses, cattle, etc., which should not be allowed near the ATU system in any event) shall be isolated from the area to permit safe access to the service technician. Inability to access the system will result in no inspection and an additional charge of \$100.00 plus \$75.00 for the first hour or any portion thereof for the follow-up trip to the property.

ELECTRONIC MONITORING AND AUTOMATIC NOTIFICATION

This company will provide two (2) years monitoring service with this contract. This includes 24 hour telephone monitoring service for system alarms. NOTE: We are not responsible for the homeowners telephone lines in any way or form. If the line is in use when a problem occurs, your system can not call the company. The Client will pay compensation to the Contractor for the Services in the amount specified by the attached invoice. This compensation shall be payable in one lump sum payment upon acceptance of this Agreement.

CLIENT'S RESPONSIBILITIES

1. Homeowner shall check chlorine levels regularly. It is the homeowners responsibility to keep the chlorinator charged.
2. Provide all necessary lawn maintenance and removal of obstacles as needed to allow the System to function properly, and to allow the Contractor access to all parts of the System.
3. Maintain a license to operate, and abide by the conditions and limitations of that license and the requirements for on-site wastewater systems from the State and local regulatory authority.
4. Provide the Contractor with water usage records upon request for evaluation by the Contractor of the System performance. If the house is supplied with water from an on-site well and no water records exist, the Client grants the Contractor permission to install a water meter on the discharge line from the pump tank at the Clients expense.
5. Allow for water samples at both the inlet and outlet to the System to be obtained by the Contractor for the purpose of evaluating the System's performance. If these samples need to be sent to a lab for more precise testing, the Client will pay for the testing and pay the Contractor for his time for this additional service at \$75.00 per hour plus a service call of \$100.00.
6. Not allow the backwash from water softeners or reverse osmosis filters to enter the System.
7. Provide for pumping of tanks as needed at Client's expense

ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the purpose of the above described Services. The Contractor may access the System components including the tanks by any means necessary. Excavation for the purpose of evaluations if necessary, will be performed by the homeowners at their expense.

PAYMENT FOR SERVICES

The Client will pay compensation to the Contractor for the Services specified by the attached invoice. This compensation shall be payable in one lump sum payment upon acceptance of this Agreement. Payment for parts/ repairs not covered under warranty or for other additional services are payable at time of repair at the rate of \$100.00 for service call and \$75.00 for each subsequent hour. Parts will be billed at cost plus twenty (25) percent.

APPLICATION OR TRANSFER OF PAYMENT

The payment for maintenance can transfer to the subsequent owner(s); however, this agreement will not transfer. The subsequent owner(s) must sign a similar agreement authorizing the Contractor to perform the above described Services, and accepting the Client's responsibilities. This replacement Agreement must be signed and received within 30 days of transfer of ownership. The Contractor will apply all funds received from the Client first to any past due obligations arising from this Agreement including late charges, returned check charges, charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to early termination of the agreement by the Contractor once the payment has been consumed.

TERMINATION OF AGREEMENT

This Agreement may be terminated by either party within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor shall be paid at a rate of \$75.00 per hour, and the Contractor will immediately notify the appropriate health authority of the termination.

LIMIT OF LIABILITY

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

DISPUTE RESOLUTION

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

ENTIRE AGREEMENT

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

SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of 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.

Client Name: Jimenez Residence J E J
Jimenez S-24-09
 Date: August 24, 2009
 Phone: 863-5671
 Address: 248 Whitney Woods Circle
Georgetown, TX 78628

Contractor: Hank Peters
Professional Sanitarian, MP0000261
 Date: August 24, 2009
 Phone: 746-2420
 Address: P.O. Box 822
Jarrell, TX 76537

Signature: Signature: 

Williamson County and Cities Health District

303 Main St
Georgetown, TX 78626



RECEIVED
SEP 03 2007
Ben Hascopy

(512) 943-3620
Fax: (512) 930-3110

OSSF Permit - Maintenance Required

Permit #: 2006-5845

Location: 248 WHITNEY WOOD CRICLE, Georgetown TX 78628

RUSsel Park Estates Section 1 Block: A Lot: 5

Owner: LANDMARK RESIDENTIAL DEVELOPMENT, LTD

Mailing address: 103 DEER CHASE VICTORIA 77901

Permit Date: 3/14/2007

Phone: (512) 746-2420

NOTICE OF APPROVAL TO OPERATE AN OSSF

LICENSE TO OPERATE this facility is hereby granted to the owner. This license simply grants permission to operate this facility; it does not guarantee its successful operation. Routine maintenance and proper functioning are the sole responsibility of the owner. KEEP THIS LICENSE with important papers. You may need it when selling your house or if a malfunction occurs.

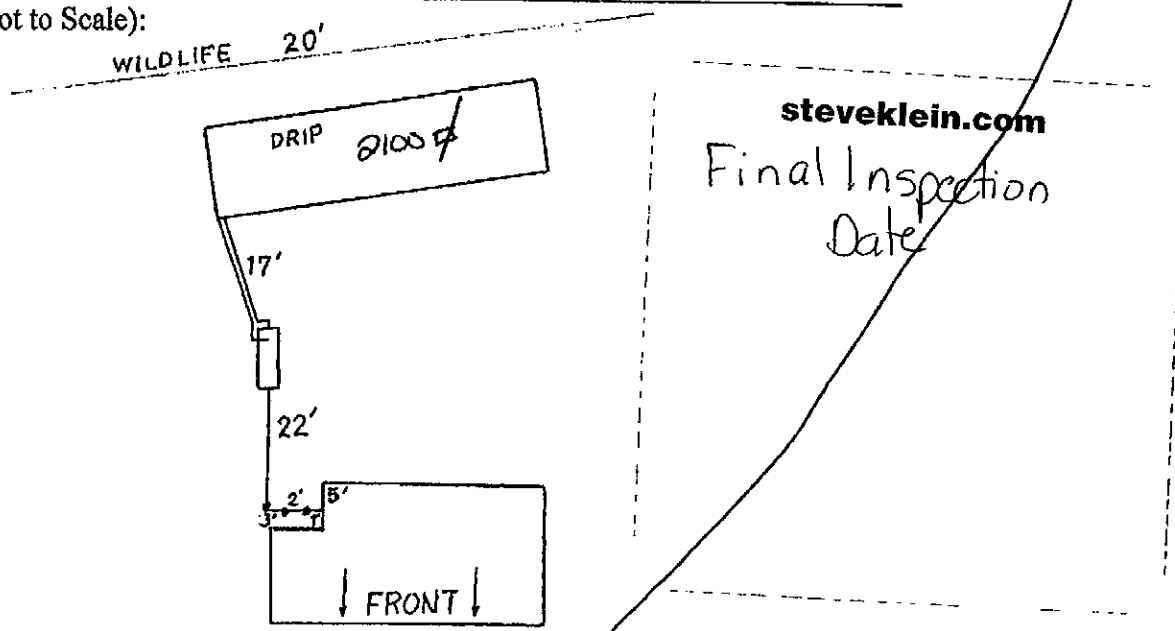
THIS LICENSE REMAINS in effect until such time as there is evidence that this facility is not operating properly and may constitute a threat to the health of the people of this Agency.

Routine Maintenance for this system is required, the license to operate this system is valid for only 2 years. To renew this license: a fee, maintenance contracts, inspection reports, and verification of a properly operating system are required.

From date shown below

This approval simply grants permission to operate the facility within the limits of the application, it does not guarantee its successful operation.

Drawing of System (Not to Scale):



[Signature]
Agency Official

8/28/07
Date

OS 7173