

**AFFIDAVIT
TO THE PUBLIC
MAINTENANCE AGREEMENT**

The County of Bexar State of Texas

On this date, the undersigned did personally appear, and who, after being fully sworn by me, upon oath states:

1. That Logan Wayne Davis & Jennifer Rose Davis the owner of record of that certain tract of land situated in Bexar County, Texas, more particularly described as follow:
LOT 1, SAVE AND EXCEPT THE EAST 10 FEET, BLOCK 15, HOLLYWOOD PARK, UNIT 3, IN THE CITY OF
HOLLYWOOD PARK, BEXAR COUNTY, TEXAS

2. That a surface application on-site wastewater treatment system will be installed as per requirements of the Texas Commission on Environmental Quality and the Regulatory Authority of Bexar County, Texas. The undersigned has a maintenance agreement with an approved maintenance company for the required service and repairs of the surface application system.

3. That the undersigned agrees that if this property is sold or transferred, he/she will request a transfer of the permit to operate this surface application system to the buyer or transferee. Notification hereby is given to any buyer or transferee that a maintenance contract with an approved maintenance company is required for use of the system. For more information about the regulations for use of surface application on-site wastewater treatment systems, contact the San Antonio Regional TCEQ Office. 140 Heimer Road, Suite 360, San Antonio, Texas 78232.

State of Texas
County of Bexar

This instrument was acknowledged before me on: 6th Day of July, 2022

Owner Signature

Owner Signature

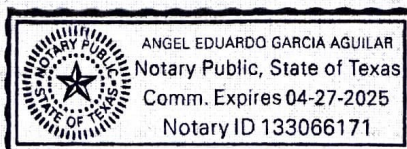
Notary Public, State of Texas

My Commission Expires: 4-27-2025

Affix Notary Stamp Above

INSTRUCTIONS

- 1) Document must be completed with property legal descriptions and Property Owners(s) signature(s) notarized.
- 2) Record completed document with the Bexar County Clerk's Office.
- 3) Submit a copy of the recorded document to the Bexar County Environmental Services Division.



☒ NEW INSTALLATION
☐ MODIFICATION

THE TOWN OF HOLLYWOOD PARK

APPLICATION FOR ON-SITE SEWAGE FACILITY

NEW CONSTRUCTION AND MODIFICATION

13
TCEQ REGION NUMBER

Bexar
COUNTY OF INSTALLATION

1. PROPERTY OWNER'S NAME: Davis Logan Wayne
Davis Jennifer Rose
(LAST) (FIRST) (MIDDLE)
2. PERMANENT MAILING ADDRESS: ~~14317 Potranco Road, Suite 205 San Antonio, Tx 78253~~ 232 Meadowbrook Dr
Hollywood Park TX
78232
3. TELEPHONE # DURING DAY: (512) 497-4170
4. SITE ADDRESS: 232 Meadow Brook Dr. Hollywood Park, Tx 78232
5. LEGAL DESCRIPTION: Sec. 3 Block 15 Lot 1 Date 10-27-2021
SUBDIVISION: Hollywood Park
OTHER THAN SUBDIVISION: ACREAGE N/A SURVEY N/A
6. SOURCE OF WATER: ☐ PRIVATE WELL ☒ PUBLIC WATER SUPPLY SAWS
(Name Of Supplier)
7. SINGLE FAMILY RESIDENCE: No. Of Bedrooms Single Fam : 3 BED Detached Dwelling: 1BED Living Area (ft²) Single Fam: 4700sqft
Total of 4 BED Detached Dwelling: 600sqft
Total of 5300sqft
8. COMMERCIAL/INSTITUTIONAL (including multi-family residences) TYPES: N/A
NO. OF EMPLOYEES/OCCUPANTS/UNITS: N/A DAYS OCCUPIED/WEEK: N/A
9. SITE EVALUATOR: Thalia Rivas CERTIFICATION #/EXP DATE: OS0036382 / 08-31-2024
10. DESIGNER: Thalia Rivas LICENSE # (PE or RS) /EXP DATE: 5067 / 03-15-2023
PHONE # / FAX #: 210-385-3487
11. INSTALLER: Thalia Rivas REGISTRATION # / EXP DATE: OS0036735 / 11-30-2024
PHONE # / FAX #: 210-385-3487

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the Town of Hollywood Park to enter upon the above described property for the purpose of lot evaluation and inspection of on-site sewage facility and that a permit to operate the facility will be granted following successful inspection of the installed system which indicates that the system was installed in compliance with the TCEQ's On-Site Sewage Facility Rules, TAC 30, Chapter 285.

(Signature of Owner)

(Date)

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 _____
Customer LOGAN WAYNE DAVIS & JENNIFER ROSE DAVIS
Site Address 232 MEADOW BROOK DR.
City HOLLYWOOD PARK Zip 78232
Mailing Address 14317 POTRANCO ROAD SUITE 205 *232 Meadowbrook Dr*
County BEXAR Map # _____
Phone 512-497-4170
Email DAVE@DI-HOMES.COM

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between LOGAN WAYNE DAVIS & JENNIFER ROSE DAVIS (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 WHEN LTO IS ISSUED and ends on 2 YEARS AFTER LTO ISSUE DATE 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:

- a. 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.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. 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.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. 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.



Customer's Initials



BS

Contractor's Initials

V. Disinfection:

____ 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.

l. Customer must clean drip filter every month

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 Customers 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



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:

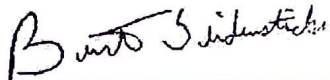
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XV. Application or Transfer of payment:

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

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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 _____
Customer _____
Site Address _____
City _____ Zip _____
Mailing Address _____
County _____ Map # _____
Phone _____
Email _____

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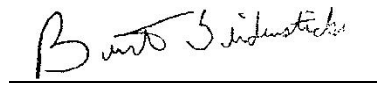
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Block Creek Aerobic Services, LLC,
Contractor
MC# 0000042 and MC#0000002

Customer Signature Date

Customer's Initials

BS

Contractor's Initials

Receipt from Block Creek Aerobic Services #zLLn

1 message

Block Creek Aerobic Services <messenger@messaging.squareup.com> Tue, Mar 24,
Reply-To: Block Creek Aerobic Services via Square
<CAESRRiAGdyX29pM2dpenJ3Z2ZyZ211ZGZtbXpkb25id2d6cmdlbnJyZ3U0dGt5enltaTJ0ZXlqeWdtemdlIghkaWFsb2d1ZSIgu6J2ShgpSWz3XXepvwdTUaEdbFfevXgvJE4fb055GAo=@reply2
To: jennadavis915@gmail.com

Now when you shop at sellers who use Square, your receipts will be delivered automatically.

[Not your receipt?](#)



Block Creek Aerobic Services



Let Block Creek Aerobic Services know how your experience was

\$300.00

Service Contract 1 year

\$300.00

Id8232

Total

\$300.00



Block Creek Aerobic Services

444 A Old No 9 Hwy

Comfort, TX 78013

[\(830\) 995-3189](tel:(830)995-3189)

Visa 4013 (Contactless)

Mar 24 2026 at 1:15 PM



#zLLn

Auth code: 024746

AID: A0000000031010

No CVM



Receipt Settings

[Not your receipt?](#) [Manage preferences](#) [Report message to Square](#)

