



Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 05/09/2019 Permit Number: 108131

Location Description: 2249 PINOT BLANC NEW BRAUNFELS, TX 78132

Subdivision: Vintage Oaks at the Vineyard
Unit: 4
Lot: 771
Block:
Acreage:

Type of System: Aerobic Surface Irrigation

Issued to: Robert & Bernadette Biles

This license is authorization for the owner to operate and maintain a private facility at the location described in accordance to the rules and regulations for on-site sewerage facilities of Comal County, Texas, and the Texas Commission on Environmental Quality.

The license grants permission to operate the facility. It does not guarantee successful operation. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

Alterations to this permit including, but not limited to:

- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

may require a new permit. It is the responsibility of the owner to apply for a new permit, if applicable.

Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority
Comal County Environmental Health

Handwritten signature of Environmental Health Inspector

ENVIRONMENTAL HEALTH INSPECTOR

Handwritten signature of Environmental Health Coordinator

ENVIRONMENTAL HEALTH COORDINATOR

OS 0025599

OS0034322

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swoya OSSF Installer #: 080026238
 1st Inspection Date: 4/22/19 2nd Inspection Date: 5-9-19 3rd Inspection Date: _____
 Inspector Name: Mike T. Inspector Name: Candee B. Inspector Name: _____
 Permit#: 108131 Address: Vintage Oaks / 2249 Pinot Blanc Dr

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		4/22/19		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(iii) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

MT- 4/22/19

Tank set, leveled.
 Operational ✓
 Ready For Cover
 4th spray 2 trees next
 to tank (remove) & distribution line
 weed patch (leaking)

5-9-19
 Trees removed
 Tank & lines
 covered

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	✓		800	4/22/19		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		maxxairc			
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

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OSSF Inspection Sheet**

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20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
32	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	✓	285.32(c)(1)		4/22/19		
33	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	✓					
34	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓					
35	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
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OSSF Inspection Sheet**

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41	APPLICATION AREA Low Angle Nozzles Used / Pressure Is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)			✓ ✓	
42	APPLICATION AREA Area Installed	✓					
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swoyer OSSF Installer #: _____

1st Inspection Date: 4/22/19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: Mike T Inspector Name: _____ Inspector Name: _____

Permit#: 108131 Address: Vintage Oaks / 2249 Pinot Blanc Dr

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**Comal County Environmental Health
OSSF Inspection Sheet**

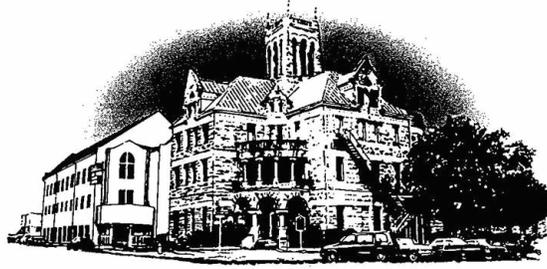
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OSSF Inspection Sheet**

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44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



Comal County

OFFICE OF COMAL COUNTY ENGINEER

Permit of Authorization to Construct an On-Site Sewage Facility Permit Valid For One Year From Date Issued

Permit Number: 108131
Issued This Date: 09/25/2018
This permit is hereby given to: Robert & Bernadette Biles

To start construction of a private, on-site sewage facility located at:

2249 PINOT BLANC
NEW BRAUNFELS, TX 78132

Subdivision: Vintage Oaks at the Vineyard
Unit: 4
Lot: 771
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH ***

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date August 13, 2018

Permit # 108131

Owner Name ROBERT D & BERNADETTE BILES

Agent Name GREG W. JOHNSON, P.E.

Mailing Address c/o 23011 FM 306

Agent Address 170 HOLLOW OAK

City, State, Zip CANYON LAKE TEXAS 78133

City, State, Zip NEW BRAUNFELS, TX 78132

Phone# 830-935-4936

Phone # (830) 905-2778

Email ashley@paulswoyerseptics.com

Email gregjohnsonpe@yahoo.com

All correspondence should be sent to: Owner Agent Both

Method: Mail Email

Subdivision Name VINTAGE OAKS AT THE VINEYARD Unit/Phase/Section 4 Lot 771 Block

Acreage/Legal

Street Name/Address 2249 PINOT BLANC City NEW BRAUNFELS Zip 78132

Type of Development:

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) HOUSE

Number of Bedrooms 3

Indicate Sq Ft of Living Area 4000

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SEP 19 2018

COUNTY ENGINEER

Commercial or Institutional Facility

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants

Restaurants, Lounges, Theaters - Indicate Number of Seats

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: \$ 550,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

Yes No (if yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water Public Private Well

Are Water Saving Devices Being Utilized Within the Residence? Yes No

By signing this application, I certify that:

- the completed application and all additional information submitted does not contain any false information and does not conceal any material facts.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities.
- I also understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Robert Biles

Bernadette Biles

9/19/18

Signature of Owner

Date

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH ***

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

Size of Septic System Required Based on Planning Materials & Soil Evaluation

Tank Size(s) (Gallons) MAXX AIR M800 Absorption/Application Area (Sq Ft) 6433

Gallons Per Day (As Per TCEQ Table III) 360

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)

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COUNTY ENGINEER

Is the property located over the Edwards Recharge Zone? [X] Yes [] No

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? [X] Yes [] No

(if yes, the R. S. or P. E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? [] Yes [] No

(If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

Is the property located over the Edwards Contributing Zone? [] Yes [X] No

Is there an existing TCEQ approval CZP for the property? [] Yes [X] No

(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? [] Yes [] No

(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? [] Yes [X] No

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable

Signature of Designer (Handwritten Signature)

Date August 14, 2018

Greg W. Johnson, P.E.
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

August 14, 2018

RECEIVED
SEP 19 2018
COUNTY ENGINEER

Comal County Office of Environmental Health
195 David Jonas Drive
New Braunfels, Texas 78132-3760

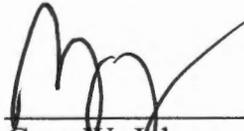
RE- SEPTIC DESIGN
2249 PINOT BLANC
VINTAGE OAKS AT THE VINEYARD, UNIT 4, LOT 771
NEW BRAUNFELS, TX 78132
BILES RESIDENCE

Ms. Brenda Ritzen/Sandra Hernandez,

The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40, 285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

 08/14/18

Greg W. Johnson, P.E. No. 67587 / F#2585
170 Hollow Oak
New Braunfels, Texas 78132 - 830/905-2778



AFFIDAVIT



201806037025 09/19/2018 10:39:49 AM 1/1

**THE COUNTY OF COMAL
STATE OF TEXAS**

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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SEP 19 2018

COUNTY ENGINEER

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Deed Records of Comal 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 recorded affidavit. 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 (insert legal description):

4 UNIT/PHASE/SECTION BLOCK 771 LOT VINTAGE OAKS AT THE VINEYARD SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY _____

The property is owned by (insert owner's full name): ROBERT D. BILES & BERNADETTE BILES

This OSSF must be covered by a continuous maintenance contract 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 Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 9th DAY OF September, 2018

Robert Biles
Owner(s) signature(s)

Bernadette Biles

Robert D. Biles, Bernadette Biles
Owner (s) Printed name (s)

Robert and Bernadette Biles
September, 2018

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 9th DAY OF

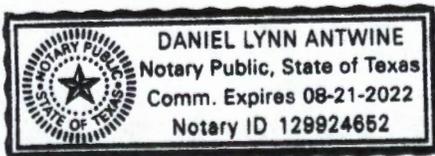
Daniel Antwine
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/19/2018 10:39:49 AM
TERRI 1 Page(s)
201806037025



Bobbie Koepf



(Notary Seal Here)



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SEP 19 2018

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

COUNTY ENGINEER

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: ROBERT D. & BERNADETTE BILES

PROPERTY LEGAL DESCRIPTION:

Site Address: 2249 PINOT BLANC

VINTAGE OAKS AT THE VINEYARD, UNIT 4, LOT 771

City/State: NEW BRAUNFELS, TX

Zip: 78132

County: COMAL

Permit#: _____

Phone Number: _____

E-mail: _____

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

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

Date of License to Operate: _____ Last Date of Service: _____

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

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

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

Client: [Signature]

Contractor: [Signature]

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

COUNTY ENGINEER

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

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

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

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

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

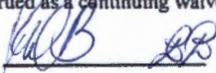
X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck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

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

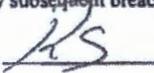
XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.

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

Client:



Contractor:



SEP 19 2018

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

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

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

Approved by Contractor:

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client:

[Handwritten signatures: Christopher Ryan Seidensticker and Client]

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

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

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

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

Client:

[Handwritten signature]

Contractor:

[Handwritten signature]

**ON-SITE SEWERAGE FACILITY
SOIL EVALUATION REPORT INFORMATION**

Date Soil Survey Performed: August 13, 2018

Site Location: VINTAGE OAKS at the VINEYARD, UNIT 4, LOT 771

Proposed Excavation Depth: N/A

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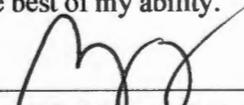
Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil boring or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 6"	BROWN
1						
2						
3						
4						
5						

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.

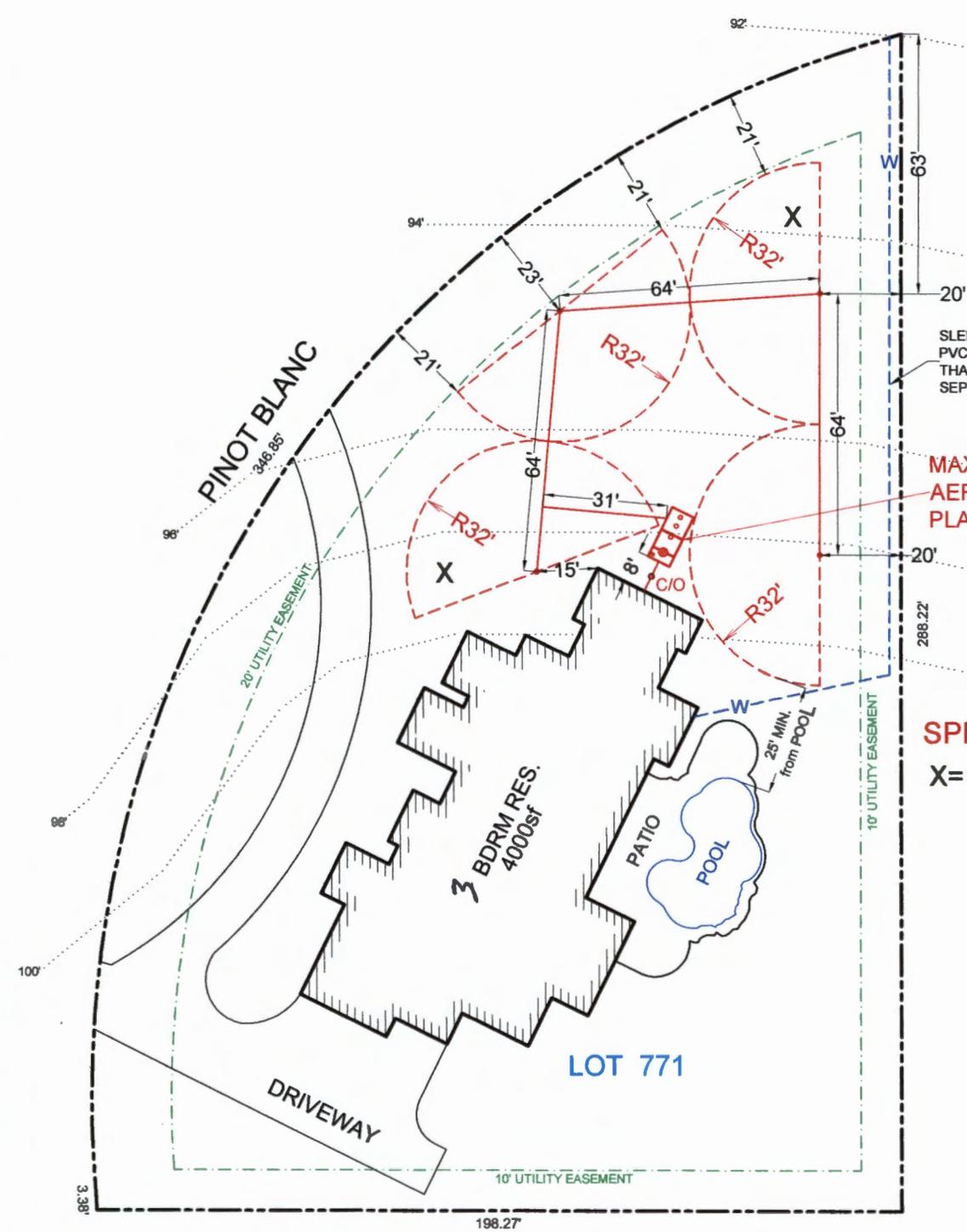


Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

08/13/18

Date

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SLEEVE WATER LINE WITH 2" SCH-40 PVC PIPE WHEN ENTERING CLOSER THAN 10' FROM SEPTIC SYSTEM OR SEPTIC FIELD.

MAXX AIR M-800 AEROBIC TREATMENT PLANT

SPRAY AREA = 6433sf
 X= TEST HOLES



OWNER: ROBERT D. & BERNADETTE BILES		DRAWN BY: EJS III	
STREET ADDRESS: 2249 PINOT BLANC			
LEGAL DESC: VINTAGE OAKS at the VINEYARD	UNIT/SECTION/PHASE: 4	BLOCK:	LOT: 771
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 8/14/2018	REVISED: 8/15/2018

TANK NOTES:

Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

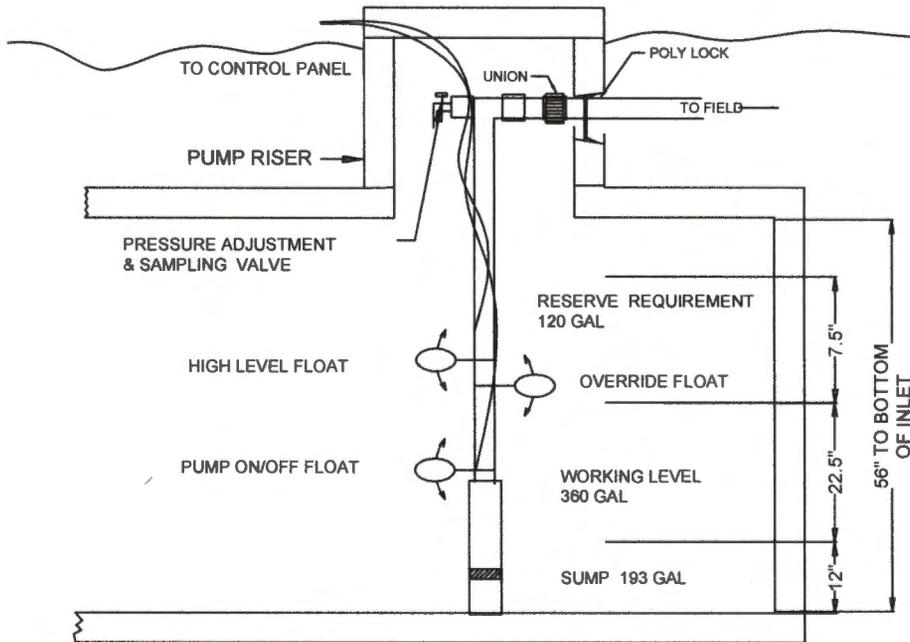
Tightlines to the tank shall be SCH-40 PVC.

A two way sanitary tee is required between residence and tank.

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE



F-2585

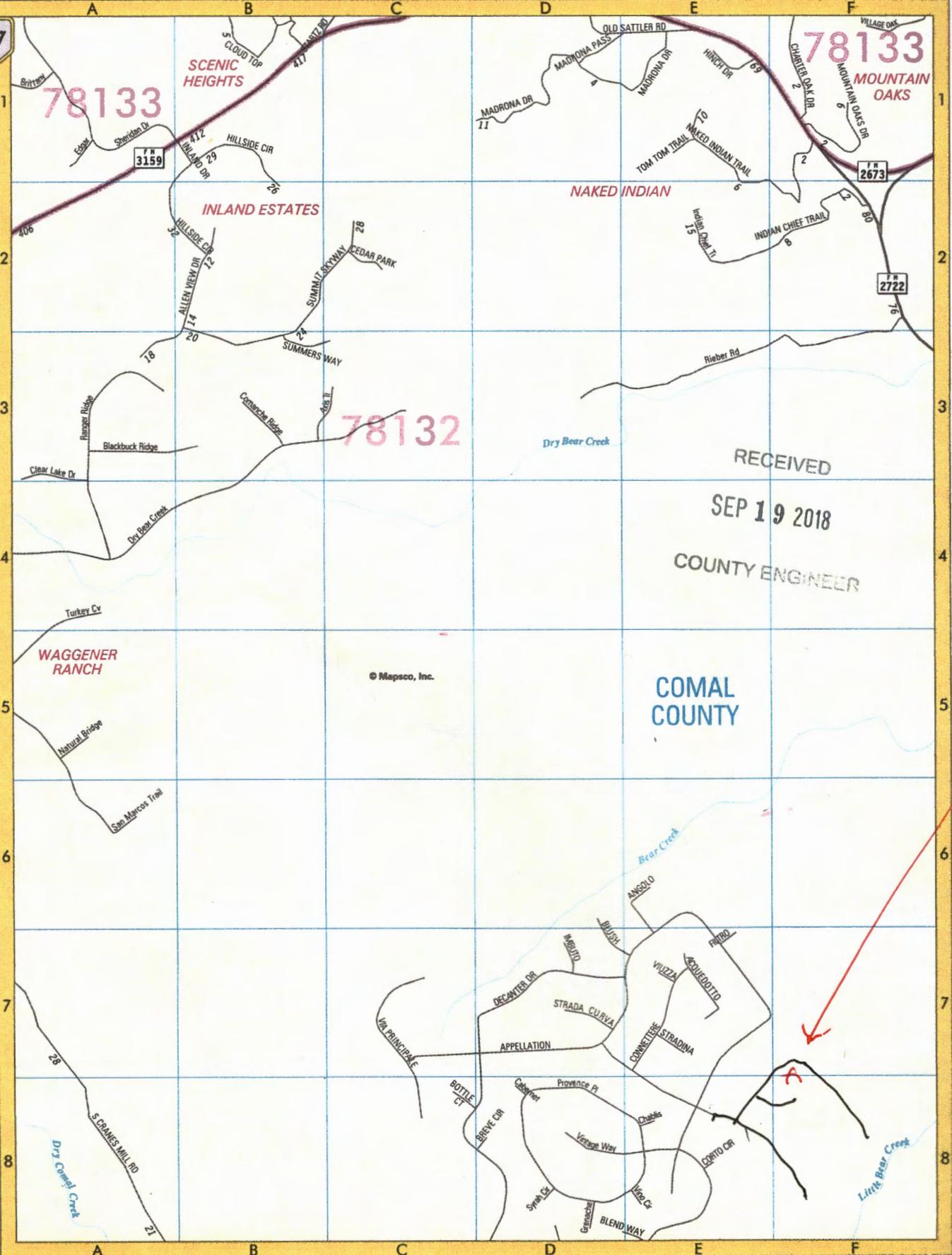
08/14/18

**TYPICAL PUMP TANK CONFIGURATION
MAXX AIR-M800 PUMP TANK**

387



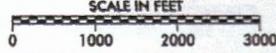
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COMAL COUNTY



FAT 990
2310385

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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SEP 19 2018

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

COUNTY ENGINEER
[Signature]

Date: April 10, 2018

Grantor: Rodney E. Chamberlain and wife, Aubrey M. Chamberlain *A/K/A Aubrey M. Chamberlain*

Grantor's Mailing Address: 8807 Cherokee Path
Coarden Ridge, TX 78266

Grantee: **Robert D. Biles** and wife, **Bernadette Biles**

Grantee's Mailing Address: 5505 TPC Parkway Apt 1204
S.A. TX 78261

Consideration:

Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the amount of **Sixty-one Thousand Six Hundred Twenty-five and 00/100 Dollars (\$61,625.00)** advanced to Grantee by The First National Bank of Sonora, TX dba Sonora Bank ("Lender"), which funds Grantee has agreed to repay in accordance with the terms of that certain Promissory Note ("Note") of even date herewith in the stated principal sum of \$61,625.00 executed by Grantee and payable to the order of Lender. The Note is secured by a vendor's lien against, and superior title to the Property retained in this Deed in favor of Lender and also secured by a Deed of Trust (the "Deed of Trust") dated of even date herewith from Kyle J. Barton, Trustee.

Property (including any improvements):

LOT 771, VINTAGE OAKS AT THE VINEYARD, UNIT 4, COMAL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 201206040252, OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS

Reservations from Conveyance and Warranty: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to any and all valid easements and rights-of-way of record, all presently recorded restrictions, reservations, covenants, conditions and other instruments other than liens and conveyances, filed of record, to the extent, if any, that they are valid and subsisting against the Property or any part thereof.

FAT990

2310385

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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SEP 19 2018

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

COUNTY ENGINEER

PC

Date: April 10, 2018

Grantor: Rodney E. Chamberlain and wife, Aubrey M. Chamberlain *A/K/A Aubrey M. Chamberlain*

Grantor's Mailing Address: 8807 Cherokee Path
Coalden Ridge, TX 78266

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Property (including any improvements):

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Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors and administrators forever. Grantor binds Grantor and Grantor's heirs, executors and administrators to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

But it is expressly agreed and stipulated that Grantor expressly reserves and retains for itself, its successors and assigns, a vendor's lien as well as superior title in and to the Property until the Note and the indebtedness evidenced thereby are fully paid in accordance with the terms of the Note, whereupon this General Warranty Deed with Vendor's Lien will become absolute. The Note represents the purchase price hereof and is payable directly to Lender, who has advanced to the Grantor at the request of the Grantee, and in consideration thereof, the Grantor does hereby SELL, TRANSFER, and ASSIGN, unto Lender, its successors and assigns, the vendor's lien and superior title herein retained against the Property to secure payment of the Note, hereby fully and completely subrogating Lender, its successors and assigns, to all rights, titles, equities and interests in and to the Note, and all liens against the Property securing payment thereof as if the Note were payable to Grantor and assigned to Lender without recourse.

Ad valorem taxes and assessments attributable to the year 2018 have been prorated between Grantor and Grantee as of the date of this General Warranty Deed with Vendor's Lien and Grantee hereby expressly assumes and agrees to pay the same for the current year and subsequent years.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

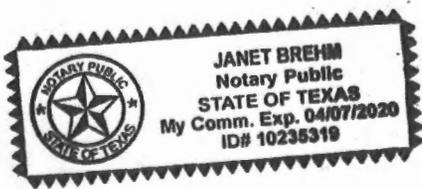
Rodney E. Chamberlain
Rodney E. Chamberlain

Aubrey M. Chamberlain
Aubrey M. Chamberlain A/K/A Audrey M. Chamberlain

THE STATE OF TEXAS §
§
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this 10TH day of April, 2018 by Rodney E. Chamberlain, in his individual capacity.

Janet Forcher



Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

pk

The foregoing instrument was acknowledged before me this 10th day of April, 2018 by
Aubrey M. Chamberlain, in his individual capacity.

aka Audrey M. Chamberlain

Janet Brehm

Notary Public, State of Texas



AFTER RECORDING, PLEASE RETURN TO:

First American Title Insurance Co.
Attn: Jayme Jeffreys
3602 Paesanos Pkwy., Ste. 208
San Antonio, Texas 78231

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SEP 19 2018
COUNTY ENGINEER

Notary Public, State of Texas

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

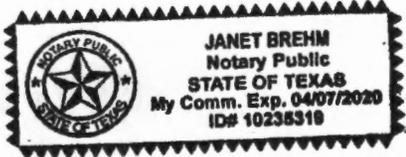
The foregoing instrument was acknowledged before me this 10th day of April, 2018 by
Aubrey M. Chamberlain, in his individual capacity.

aka

aka Audrey M. Chamberlain

Janet Brehm

Notary Public, State of Texas



AFTER RECORDING, PLEASE RETURN TO:

First American Title Insurance Co.
Attn: Jayme Jeffreys
3602 Paesanos Pkwy., Ste. 208
San Antonio, Texas 78231

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Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
04/12/2018 10:19:40 AM
CHRISTY 3 Pages(s)
201806014178



Bobbie Koepf

PAUL SWOYER SEPTICS, LLC

23011 FM 306
CANYON LAKE, TX 78133
(830) 935-4936

09/04/2018

PAY TO THE ORDER OF Greg W Johnson

\$ **7,620.00

Seven thousand six hundred twenty and 00/100***** DOLLARS

Greg W Johnson
Greg W. Johnson, P. E.
170 Hollow Oak
Texas
New Braunfels, TX 78132

[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO

⑈025574⑈ ⑆114921949⑆ 114 515 0⑈

PAUL SWOYER SEPTICS, LLC

25574

09/04/2018

Greg W Johnson

Date	Type	Reference	Original Amount	Balance Due	Payment
08/14/2018	Bill	b15314	1,010.00	1,010.00	1,010.00
08/14/2018	Bill	B15318	800.00	800.00	800.00
08/14/2018	Bill	B15317	1,010.00	1,010.00	1,010.00
08/17/2018	Bill	B15322	800.00	800.00	800.00
08/20/2018	Bill	B15334	800.00	800.00	800.00
08/20/2018	Bill	B15332	800.00	800.00	800.00
08/20/2018	Bill	B15330	800.00	800.00	800.00
08/20/2018	Bill	B15331	800.00	800.00	800.00
08/31/2018	Bill	B15349	800.00	800.00	800.00
Check Amount					7,620.00

Banks: Security State

7,620.00

COUNTY ENGINEER
SEP 19 2018
RECEIVED

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

(830) 850-0080
 Fax: (830) 935-4932

Permit #: 108131

To: PAUL SWOYER SEPTICS, LLC
2249 PINOT BLANC
New Braunfels, TX 78132

Tech: Not Assigned
 Brand/Mfg.: MAXX AIR -
 System S/N:
 Aerator and S/N:

Site: 2249 PINOT BLANC, New Braunfels
 Agency: Comal County
 County:
 Subdivision: Vintage Oaks at the Vineyard

Installed:
 Phone:
 Cell:
 Work:

Contract: 5/9/2019 - 5/9/2022
 Inspections per year: 3
 Service Due: 9/9/2019
 Alt Phone:
 Warranty Ending:

Inspection Type: _____ Inspection # _____ of _____ for the contract year

Item	Operational	Inoperative	N/A	
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	1.6"
Air compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2.0"
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Autodialer:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Water Meter Reading: _____ CFM: _____ PSI: _____				3.2"

Test Results and observations: (As Required)
 Fecal Coliform: _____
 Chlorine Residual: _____
 Test Method: col
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y/N

Repairs and Comments: SCM 4/1 replaced broken spray head and
broken pipe

Inspector: _____

Date: _____
29.47.5216
98 15 0037

Area: / 0
 GPS:

ID = 1030

Printed 9/19/2019

2249 PINOT BLANC, New Braunfels

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

(830) 850-0080
 Fax: (830) 935-4932

Permit #: 108131

To: Home Owner
2249 PINOT BLANC
New Braunfels, TX 78132

Tech: Not Assigned
 Brand/Mfg.: MAXX AIR -
 System S/N:
 Aerator and S/N:

Site: 2249 PINOT BLANC, New Braunfels
 Agency: Comal County
 County:
 Subdivision: Vintage Oaks at the Vineyard

Contract: 5/9/2019 - 5/9/2022
 Inspections per year: 3
 Service Due: 1/9/2020
 Alt Phone:
 Warranty Ending:

Inspection Type: _____ Inspection # _____ of _____ for the contract year

Item	Operational	Inoperative	N/A		
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	14
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Air compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	0
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	0
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Autodialer:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Water Meter Reading:	CFM: _____	PSI: _____			

Test Results and observations: (As Required)
 Fecal Coliform: _____
 Chlorine Residual: 0.8 ✓
 Test Method: CAB
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments: SCDM 2 ✓

Inspector: _____ Date: _____

Key 238462

Area: / 0
 GPS: 29.7732 -98.2492 ID = 1030

Printed 12/18/2019

2249 PINOT BLANC, New Braunfels

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

To: Robert Biles
2249 PINOT BLANC
New Braunfels, TX 78132

Printed: 10/6/2020
Site: 2249 PINOT BLANC
New Braunfels, TX 78132
(210) 887-1680

Permit #: **108131** Customer ID: 1030
Agency: Comal County Contract Dates: 5/9/2019 - 5/9/2022
County: Sub: Vintage Oaks at the Vineyard Scheduled Date: 9/9/2020 Inspection 4 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.7732 Longitude: -98.2492

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"
Entered By: ..

Visit Date: 10/5/2020

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .17

Sludge Levels
For Tank 1: 16
For Tank 2: 4

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational
Distribution System: Operational
Sprayfield Veg: Operational

Color: Good
Odor: Good

Alarm: Operational

Comments

Scum on pretreatment: 3" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #: 6069

Provider: *Christopher Ryan Seidensticker*
PS Septic Supply & Service

Technician: *Christopher Ryan Seidensticker*
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

(830) 850-0080
 Fax: (830) 935-4932

Permit #: 108131

To: Home Owner
2249 PINOT BLANC
New Braunfels, TX 78132

Tech: Not Assigned
 Brand/Mfg: MAXX AIR -
 System S/N:
 Aerator and S/N:

Contract: 5/9/2019 - 5/9/2022
 Inspections per year: 3
 Service Due: 5/9/2020
 Alt Phone:
 Warranty Ending:

Site: 2249 PINOT BLANC, New Braunfels
 Agency: Comal County
 County:
 Subdivision: Vintage Oaks at the Vineyard

Installed:
 Phone:
 Cell:
 Work:

Inspection Type: _____ Inspection # _____ of _____ for the contract year

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	_____
Irrigation pump:	_____	_____	_____
Air compressor:	_____	_____	_____
Disinfection device:	_____	_____	_____
Chlorine supply:	_____	_____	_____
Spray field vegetation:	_____	_____	_____
Sprinkler / Drip backwash:	_____	_____	_____
Photocell Test:	_____	_____	_____
Autodialer:	_____	_____	_____
Water Meter Reading: _____ CFM: _____ PSI: _____			

1-12
 2-0
 3-0

Test Results and observations: (As Required)

Fecal Coliform: _____
 Chlorine Residual: _____
 Test Method: GRAB
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments: sum 3

Inspector: [Signature]

Date: _____

Key 238462

Area / 0
 GPS: 29.7732 -98.2492 ID = 1030

Printed 6/2/2020

2249 PINOT BLANC, New Braunfels

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080

Fax: (830) 935-4932

To: Robert Biles
2249 PINOT BLANC
New Braunfels, TX 78132

Printed: 1/21/2021
Site: 2249 PINOT BLANC
New Braunfels, TX 78132
(210) 887-1680

Permit #: **108131**

Agency: Comal County
County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Vintage Oaks at the Vineyard

Customer ID: 1030

Contract Dates: 5/9/2019 - 5/9/2022

Scheduled Date 1/9/2021

Inspection 5 of 9

GPS Coordinates - Latitude: 29.791972 Longitude: -98.250326

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 1/20/2021

Entered By: _

Method: Grab

Technician: Nick Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.08

Sludge Levels

For Tank 1: 13

For Tank 3: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Scum on pretreatment: 2" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #: 7662

Provider: *Christopher Ryan Seidensticker*
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MT0002016 Expires: 12/31/2023

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

To: Robert Biles
2249 PINOT BLANC
New Braunfels, TX 78132

Printed:5/3/2021
Site: 2249 PINOT BLANC
New Braunfels, TX 78132
(210) 887-1680

Permit #: **108131** Customer ID: 1030
Agency: Comal County Contract Dates: 5/9/2019 - 5/9/2022
County: Sub: Vintage Oaks at the Vineyard Scheduled Date 5/9/2021 Inspection 6 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.791972 Longitude: -98.250326

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 4/30/2021

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: 0.0

Sludge Levels
For Tank 1: 7
For Tank 2: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational
Distribution System: Operational
Sprayfield Veg: Operational

Color: Good
Odor: Good

Alarm: Operational

Comments

Service Completed

Scum on pretreatment:3" M.A - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Attention: Chlorine Residual reading was ZERO

Owner signature:

Insp ID #:9395

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

Technician: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

To: Robert Biles
2249 PINOT BLANC
New Braunfels, TX 78132

Printed: 9/10/2021
Site: 2249 PINOT BLANC
New Braunfels, TX 78132
(210) 887-1680

Permit #: **108131** Customer ID: 1030
Agency: Comal County Contract Dates: 5/9/2019 - 5/9/2022
County: Sub: Vintage Oaks at the Vineyard Scheduled Date 9/9/2021 Inspection 7 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.791972 Longitude: -98.250326

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 9/8/2021

Entered By: Danielle Jordan

Method: Grab

Technician: Landon Gronvold

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: 0.10

Sludge Levels
For Tank 1: 24
For Tank 3: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational
Distribution System: Operational
Sprayfield Veg: Operational

Color: Good
Odor: Good

Alarm: Operational

Comments

Scum on pretreatment 12" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Insp ID #: 11743

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MT0001995 Expires: 10/31/2021

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

To: Robert Biles
2249 PINOT BLANC
New Braunfels, TX 78132

Printed: 1/11/2022
Site: 2249 PINOT BLANC
New Braunfels, TX 78132
(210) 887-1680

Permit #: **108131** Customer ID: 1030
Agency: Comal County Contract Dates: 5/9/2019 - 5/9/2022
County: Sub: Vintage Oaks at the Vineyard Scheduled Date: 1/9/2022 Inspection 8 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.791972 Longitude: -98.250326

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 1/11/2022

Entered By: _

Method: Grab

Copy emailed to Customer
Customer Emailed: 1/11/2022

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .2

Sludge Levels
For Tank 1: 10
For Tank 2: 4
For Tank 3: 4

Electric Circuits: Operational
Distribution System: Operational
Sprayfield Veg: Operational

Tank Lid / Riser: Secured
Insp. Port / Plug: Secured

Alarm: Operational

Comments

Service Completed

Scum on pretreatment 5" - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 1/11/2022.

Insp ID #:14434

Provider: *Christopher Ryan Seidensticker*
PS Septic Supply & Service

License Info: MP0001708 Expires:

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

To: Robert Biles
2249 PINOT BLANC
New Braunfels, TX 78132

Printed: 5/20/2022
Site: 2249 PINOT BLANC
New Braunfels, TX 78132
(210) 887-1680

Permit #: **108131** Customer ID: 1030
Agency: Comal County Contract Dates: 5/9/2019 - 5/9/2022
County: Sub: Vintage Oaks at the Vineyard Scheduled Date: 5/9/2022 Inspection 9 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.791972 Longitude: -98.250326

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 5/19/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 4

Irrigation Pumps: Operational

For Tank 2: 12

Disinfection Device: Operational

For Tank 3: 6

Chlorine Supply: Operational

Chlorine Residual: .12

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

Scum = 3" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:17910

Provider: *Christopher Ryan Seidensticker*
PS Septic Supply & Service

License Info: MP0001708 Expires:

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

Printed: 10/28/2022 Insp ID #: 22300

Permit #: **108131**

To: Robert Biles
2249 PINOT BLANC
New Braunfels, TX 78132

Main Phone: (210) 887-1680
Work:
Cell Phone:
Alt Cell:

Customer ID: 1030

Contract Dates: 5/9/2022 - 5/9/2024

Scheduled Date: 9/9/2022

Inspection 1 of 6

Agency: Comal County
County:

Sub: Vintage Oaks at the Vineyard

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.791972 Longitude: -98.250326

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Ryan Seidensticker

Visit Date: 10/28/2022

Copy emailed to Customer

Customer Emailed: 10/28/2022

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 12

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .01

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Service Completed

Comments

Scum on pretreatment 10" - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 10/28/2022.

Site: 2249 PINOT BLANC, New Braunfels, TX 78132

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

Luna Environmental

4222 FM 482

New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:6/16/2023

Permit: 108131

Site: 2249 PINOT BLANC, New Braunfels, TX 78132

Main Phone: 2108871680

Robert Biles

2249 PINOT BLANC

New Braunfels, TX 78132

Agency: Comal County

County: Comal County

Subdivision: Vintage Oaks at the Vineyard

System Info: MFG: Brand: MAXX AIR Customer ID: 2429
Treatment Type: Aerobic Disposal Type: Surface Application Insp ID: 29222
Installed: 5/9/2019 Warranty Expiration: 5/9/2022
Visit Details <----->
Visit Date: 6/15/2023 Entered By: Nicole Loria GPS Lat: 29.791972 GPS Long: -98.250326
Scheduled Date: 5/9/2023 Contract Starts: 5/9/2022 Customer Emailed: 6/16/2023
Entered On: 6/16/2023 Contract Ends: 5/9/2024

Visit Results

Service Type: Scheduled Inspection
Count: Inspection 3 of 6
Method: Grab License # Expires
Technician: Not Assigned
Provider: Luna Environmental, LLC Service Completed

Aerators: <u>Operational</u>	Sludge Level Tank 1: <u>9</u>
Filters: <u>Operational</u>	Sludge Level Tank 2: <u>N/A</u>
Irrigation Pumps: <u>Operational</u>	Sludge Level Tank 3: <u>12</u>
Disinfection Device: <u>Operational</u>	
Chlorine Supply: <u>Operational</u>	
Chlorine Residual: <u>.1</u>	

Electric Circuits: Operational Tank Lid / Riser: Secured
Distribution System: Operational Insp. Port / Plug: Secured
Drip/Sprayfield Veg: Operational

Alarm: Operational

Comments

- Scum on pretreatment 6 - Please add bleach to system-only regular bleach not gel or splashless - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 6/16/2023.

PS Septic Supply & Service
23011 FM 306
Canyon Lake, TX 78133

Phone: (830) 850-0080
Fax: (830) 935-4932

Printed: 2/6/2023

Insp ID #: 25292

Permit #: **108131**

To: Robert Biles
2249 PINOT BLANC
New Braunfels, TX 78132

Main Phone: (210) 887-1680

Work:

Cell Phone:

Alt Cell:

Customer ID: 1030

Contract Dates: 5/9/2022 - 5/9/2024

Scheduled Date: 1/9/2023

Inspection 2 of 6

Installed: 5/9/2019

Warranty End: 5/9/2022

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Sub: Vintage Oaks at the Vineyard

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.791972 Longitude: -98.250326

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Ashley Spitzenberger

Visit Date: 2/3/2023

Copy emailed to Customer

Customer Emailed: 2/6/2023

Method: Grab

Technician: Fabian Young

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 8

Irrigation Pumps: Operational

For Tank 2: NA

Disinfection Device: Operational

For Tank 3: 12

Chlorine Supply: Operational

Chlorine Residual: .31

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Service Completed

Comments

- Scum on pretreatment 6 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 2/6/2023.

Site: 2249 PINOT BLANC, New Braunfels, TX 78132

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer	Residential	Initial Contract
Robert Biles	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site Address	Agency	
2249 PINOT BLANC, New Braunfels, TX 78132	Comal County	
Email	Phone	Permit Number
bbiles@bilesfamily.com	(210) 887-1680	108131
System Details		
Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 800 Max GPD		

AGREEMENT

I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 4222 FM 482 New Braunfels, Texas 78132. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Dates & Fees:

This agreement provides maintenance from to for a total fee of

III. Services by Contractor:

- Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
- Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
- Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
- Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.
- Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
- Visit site within 48 hours of a service request.
- Provide Customer Support line at 855-560-9909.

IV. Client Responsibilities:

1. Maintain Chlorinator and proper chlorine supply, unless otherwise specified.
2. Provide all necessary lawn or yard maintenance and remove all obstructions, including dogs and other animals as needed to allow the OSSF to function properly and the Contractor easy and safe access to all parts of
3. Immediately notify Contractor of any alarms or system problems.
4. Have tanks pumped out as directed by manufacturer, typically every 3 years.
5. Be available by text, phone, or in person when the Contractor is on site in case of required repair approvals or questions.
6. Maintain site drainage to prevent adverse effects on OSSF.
7. Promptly pay Contractor's bills, fees, and invoices in full.

V. Access By Contractor:

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 repairs and services described herein.

VI. Termination of This Agreement:

Either party may terminate this agreement with 30 days' written notice in the event of the other party's substantive failure to perform in accordance with this agreement without fault of the terminating party. Is this agreement is terminated, the Contractor will notify the appropriate regulatory authority.

VII. Limitation 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 of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

VIII. Payment Terms:

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client.

IX. 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 held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, 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.

Robert Biles

Luna Environmental / Ryan Seidensticker

DocuSigned by: Customer Name

Maintenance Provider Name

Robert Biles

Ryan Seidensticker

License # MP0001708

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Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms