

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **06/06/2019** Permit Number: **108140**

Location Description: 1262 MYSTIC PKWY
SPRING BRANCH, TX 78070

Subdivision: The Penninsula at Mystic Shores
Unit: 1
Lot: 539
Block:
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: K. John & Kimberly D. Farrow

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.

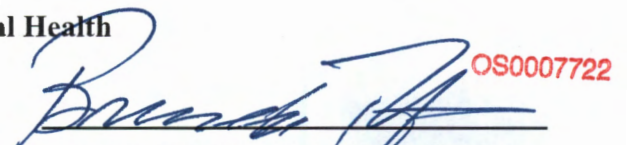
This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority

Comal County Environmental Health


ENVIRONMENTAL HEALTH INSPECTOR

OS0032485


ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: 050026238
 1st Inspection Date: 5-29-19 2nd Inspection Date: _____ 3rd Inspection Date: 6-6-19 final
 Inspector Name: Conner Inspector Name: _____ Inspector Name: Conna
 Permit#: 108140 Address: Peninsula of Mystic Shores 1262 Mystic Parkway

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)		✓		
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)(8) 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)(ii) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

Tank set level no leaks operational cover
 6-6-19 covered

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	/	285.33(d)(2)(G)(iii)(ii)285.33(d)(2)(G)(iii)(ii)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(i)		/		
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)	Cover	/		
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						

Covered 6-6-19 JC

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: 050026238

1st Inspection Date: 5-29-19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: Connor Inspector Name: _____ Inspector Name: _____

Permit#: 108140 Address: Peninsula @ Mystic Shores 1262 ^{Mystic} Parkway

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)		✓		
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)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

Tank set level no leaks operational cover

**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	✓			✓		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		Maxx Air M-800	✓		
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)				

**Comal County Environmental Health
OSSF Inspection Sheet**

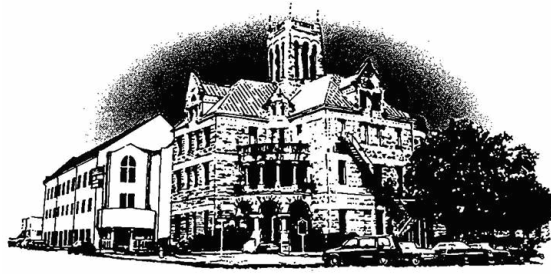
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL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

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	/	285.33(d)(2)(G)(iii)(II)285.33(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		/		
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)	<i>Cover</i>	/		
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

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: 108140
Issued This Date: 09/27/2018
This permit is hereby given to: K. John & Kimberly D. Farrow

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

1262 MYSTIC PKWY
SPRING BRANCH, TX 78070

Subdivision: The Penninsula at Mystic Shores
Unit: 1
Lot: 539
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 September 11, 2018

Permit # 108140

Owner Name K JOHN & KIMBERLY D FARROW
Mailing Address c/o 23011 FM 306
City, State, Zip CANYON LAKE TEXAS 78133
Phone# 830-935-4936
Email ashley@paulswoyerseptics.com

Agent Name GREG W. JOHNSON, P.E.
Agent Address 170 HOLLOW OAK
City, State, Zip NEW BRAUNFELS, TX 78132
Phone # (830) 905-2778
Email gregjohnsonpe@yahoo.com

All correspondence should be sent to: Owner Agent Both Method: Mail Email

Subdivision Name THE PENINSULA AT MYSTIC SHORES Unit/Phase/Section 1 Lot 539 Block _____
Acreage/Legal _____
Street Name/Address 1262 MYSTIC PKWY City SPRING BRANCH Zip 78070

Type of Development:

Single Family Residential

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

Number of Bedrooms 5

Indicate Sq Ft of Living Area 3562

RECEIVED

SEP 20 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: \$ 450,000 (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.

K John Farrow
Signature of Owner

9.13.18
Date

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

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

108140

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)

RECEIVED

SEP 20 2018

COUNTY ENGINEER

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

Is there an existing TCEQ approval CZP for the property? [X] Yes [] 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 September 12, 2018

RECEIVED

By Sandra Hernandez at 8:00 am, Sep 27, 2018

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

September 12, 2018

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

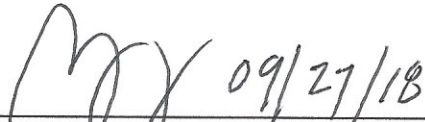
RE- SEPTIC DESIGN #108140
1262 MYSTIC PARKWAY
THE PENINSULA AT MYSTIC SHORES, UNIT 1, LOT 539
SPRING BRANCH, TX 78070
FARROW RESIDENCE

Ms. Brenda Ritzen/Sandra Hernandez,

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

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).

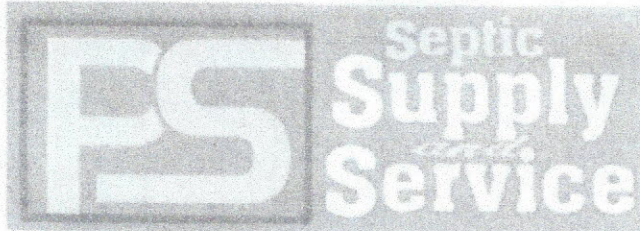


Greg W. Johnson, P.E. / No. 67587 / F#2585
170 Hollow Oak
New Braunfels, Texas 78132 - 830/905-2778



REVISED

8:00 am, Sep 27, 2018



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: K. JOHN & KIMBERLY D. FARROW

PROPERTY LEGAL DESCRIPTION:

Site Address: 1262 MYSTIC PARKWAY

THE PENINSULA AT MYSTIC SHORES, U1, LOT 539

City/State: SPRING BRANCH, TX Zip: 78070

County: COMAL Permit#: RECEIVED

Phone Number: _____

E-mail: _____

COUNTY ENGINEER

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between K. JOHN & KIMBERLY D. FARROW, (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 — 0 — 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:

Contractor:

AFFIDAVIT



201806037213 09/20/2018 12:37:05 PM 1/1

THE COUNTY OF COMAL
STATE OF TEXAS

RECEIVED

SEP 20 2018

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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.

COUNTY ENGINEER

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):

1 UNIT/PHASE/SECTION _____ BLOCK 539 LOT THE PENINSULA AT MYSTIC SHORES SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY _____

The property is owned by (insert owner's full name): K. JOHN FARROW & KIMBERLY D. FARROW

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 13 DAY OF September, 2018

K. John Farrow
Owner(s) signature(s)

K. John Farrow
Owner (s) Printed name (s)

K. JOHN FARROW SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 13 DAY OF September, 2018

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Celia A. Gonzalez
Notary Public Signature



(Notary Seal Here)

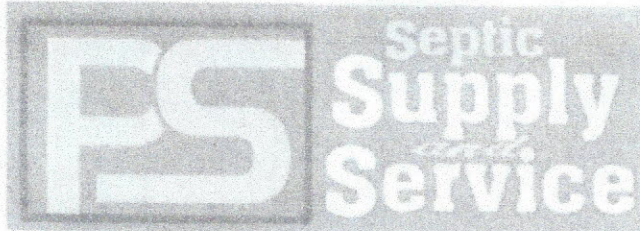
Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/20/2018 12:37:05 PM
CHRISTY 1 Page(s)
201806037213



Bobbie Koepf

REVISED

8:00 am, Sep 27, 2018



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: K. JOHN & KIMBERLY D. FARROW

PROPERTY LEGAL DESCRIPTION:

Site Address: 1262 MYSTIC PARKWAY

THE PENINSULA AT MYSTIC SHORES, U1, LOT 539

City/State: SPRING BRANCH, TX Zip: 78070

County: COMAL Permit#: RECEIVED

Phone Number: _____
E-mail: _____ **SEP 20 2018**

COUNTY ENGINEER

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between K. JOHN & KIMBERLY D. FARROW, (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 — 0 — 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]

RECEIVED

SEP 20 2018

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

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.

COUNTY ENGINEER

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 worked 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.

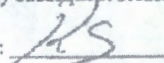
XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.

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: _____

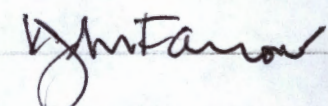


XIV. **Headings.** The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

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: 


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.

RECEIVED
SEP 20 2018
COUNTY ENGINEER

Client: 

Contractor: 

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

Date Soil Survey Performed: September 11, 2018

Site Location: The PENINSULA at MYSTIC SHORES, UNIT 1, LOT 539

Proposed Excavation Depth: N/A

RECEIVED

SEP 20 2018

COUNTY ENGINEER

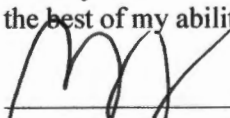
Requirements:

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	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 8"	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

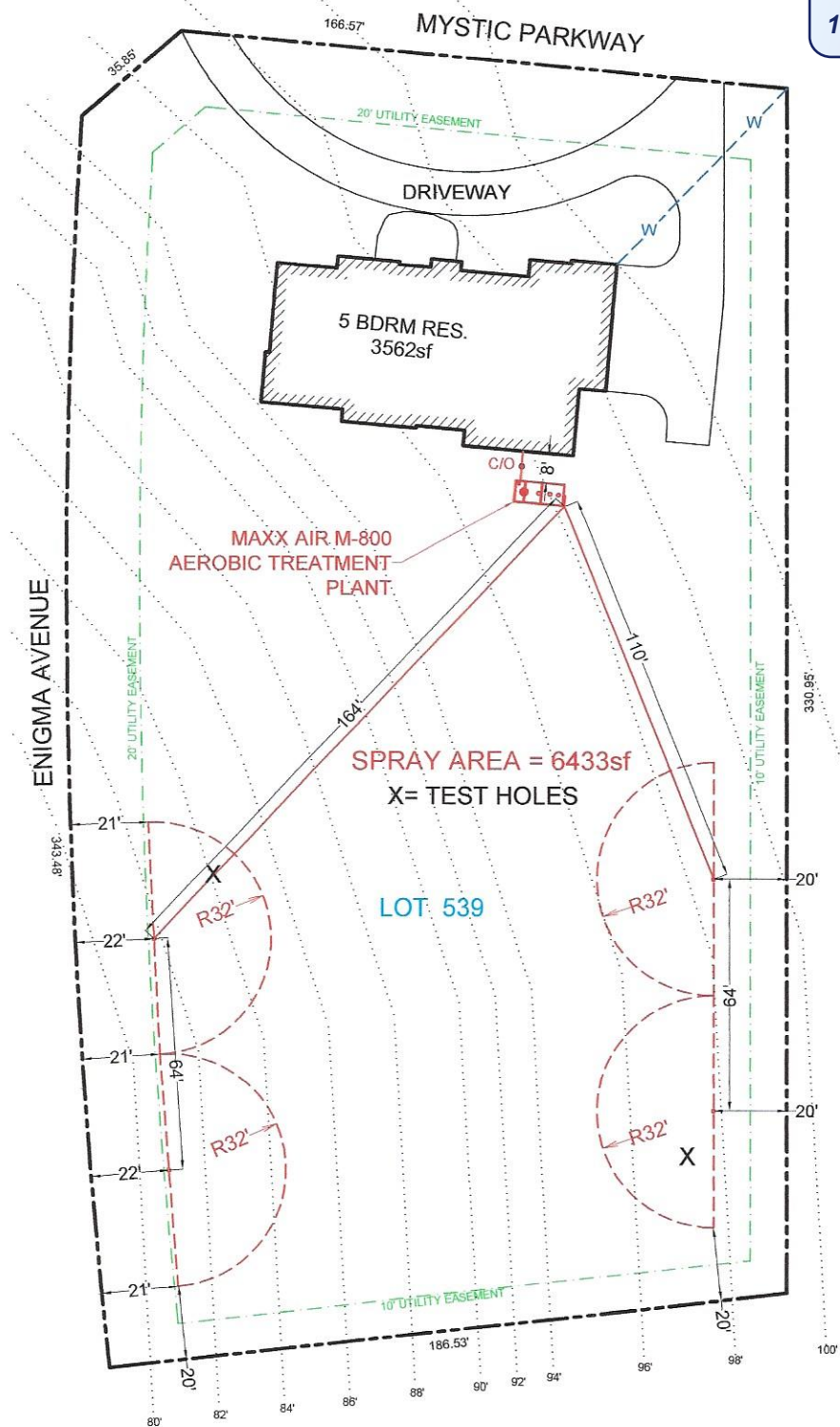
09/11/18

 Date

#108140

REVISED

10:52 am, Apr 24, 2019



OWNER: K. JOHN & KIMBERLY D. FARROW		DRAWN BY: EJS III	
STREET ADDRESS: 1262 MYSTIC PARKWAY			
LEGAL DESC: The PENINSULA at MYSTIC SHORES	UNIT/SECTION/PHASE: 1	BLOCK:	LOT: 539
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 9/12/2018	REVISED: 4/23/2019

OSSF SOIL EVALUATION REPORT INFORMATION

Date: September 12, 2018

Applicant Information:

Name: K. JOHN & KIMBERLY D. FARROW
 Address: c/o 23011 F.M. 306
 City: CANYON LAKE State: TEXAS
 Zip Code: 78133 Phone: (830) 935-4936

Site Evaluator Information:

Name: Greg W. Johnson, P.E., R.S., S.E. 11561
 Address: 170 Hollow Oak
 City: New Braunfels State: Texas
 Zip Code: 78132 Phone & Fax: (830)905-2778

Property Location:

Lot 539 Unit 1 Blk ___ Subd. The PENINSULA at MYSTIC SHORES
 Street Address: 1262 MYSTIC PARKWAY
 City: SPRING BRANCH Zip Code: 78070
 Additional Info.: _____

Installer Information:

Name: _____
 Company: _____
 Address: _____
 City: _____ State: _____
 Zip Code: _____ Phone _____

Topography: Slope within proposed disposal area: 8 to 12 %

Presence of 100 yr. Flood Zone: YES ___ NO X
 Existing or proposed water well in nearby area. YES ___ NO X
 Presence of adjacent ponds, streams, water impoundments YES ___ NO X
 Presence of upper water shed YES ___ NO X
 Organized sewage service available to lot YES ___ NO X

RECEIVED

SEP 20 2018

COUNTY ENGINEER

Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = _____ GPD _____

Residential Water conserving fixtures to be utilized? Yes X No _____

Number of Bedrooms the septic system is sized for: 5 Total sq. ft. living area 3562

Q gal/day = (Bedrooms +1) * 75 GPD - (20% reduction for water conserving fixtures)

Q = (5 +1)*75-(20%)= 360

Trash Tank Size 431 Gal.

TCEQ Approved Aerobic Plant Size 800 G.P.D.

Req'd Application Area = Q/Ri = 360 / 0.064 = 5625 sq. ft.

Application Area Utilized = 6433 sq. ft.

Pump Requirement 12 Gpm @ 41 Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent)

Dosing Cycle: _____ ON DEMAND or X TIMED TO DOSE IN PREDAWN HOURS

Pump Tank Size = 854 Gal. 16.1 Gal/inch.

Reserve Requirement = 120 Gal. 1/3 day flow.

Alarms: Audible & Visual High Water Alarm & Visual Air Pump malfunction

With Chlorinator NSF/TCEQ APPROVED

SCH-40 or SDR-26 3" or 4" sewer line to tank

Two way cleanout

Pop-up rotary sprinkler heads w/ purple non-potable lids

1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016)

GREG W. JOHNSON, P.E. F#002585 - S.E. 11561

09/12/18
DATE



FIRM #2585

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.

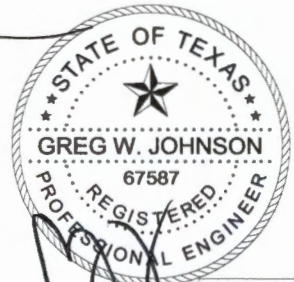
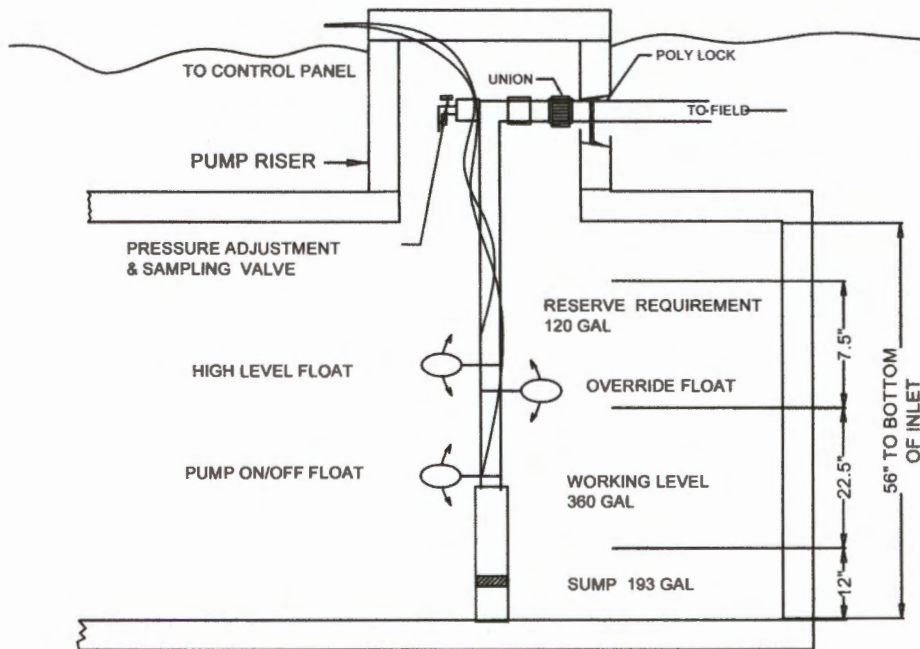
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

RECEIVED

SEP 20 2018

COUNTY ENGINEER

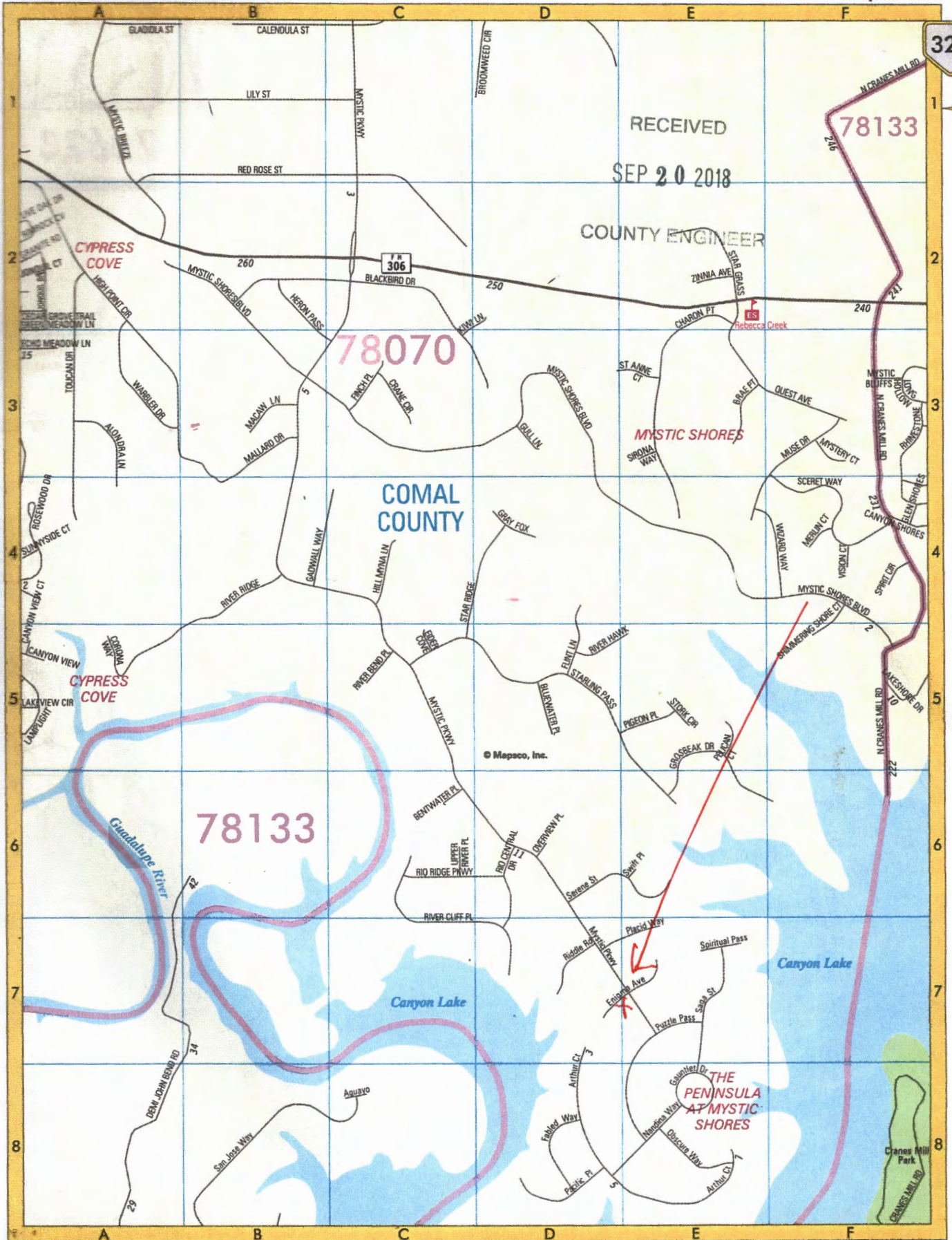
ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE



F-2585

9/12/18

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



RECEIVED
SEP 20 2018

COUNTY ENGINEER

78070

COMAL COUNTY

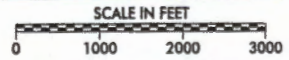
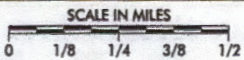
78133

THE PENINSULA AT MYSTIC SHORES

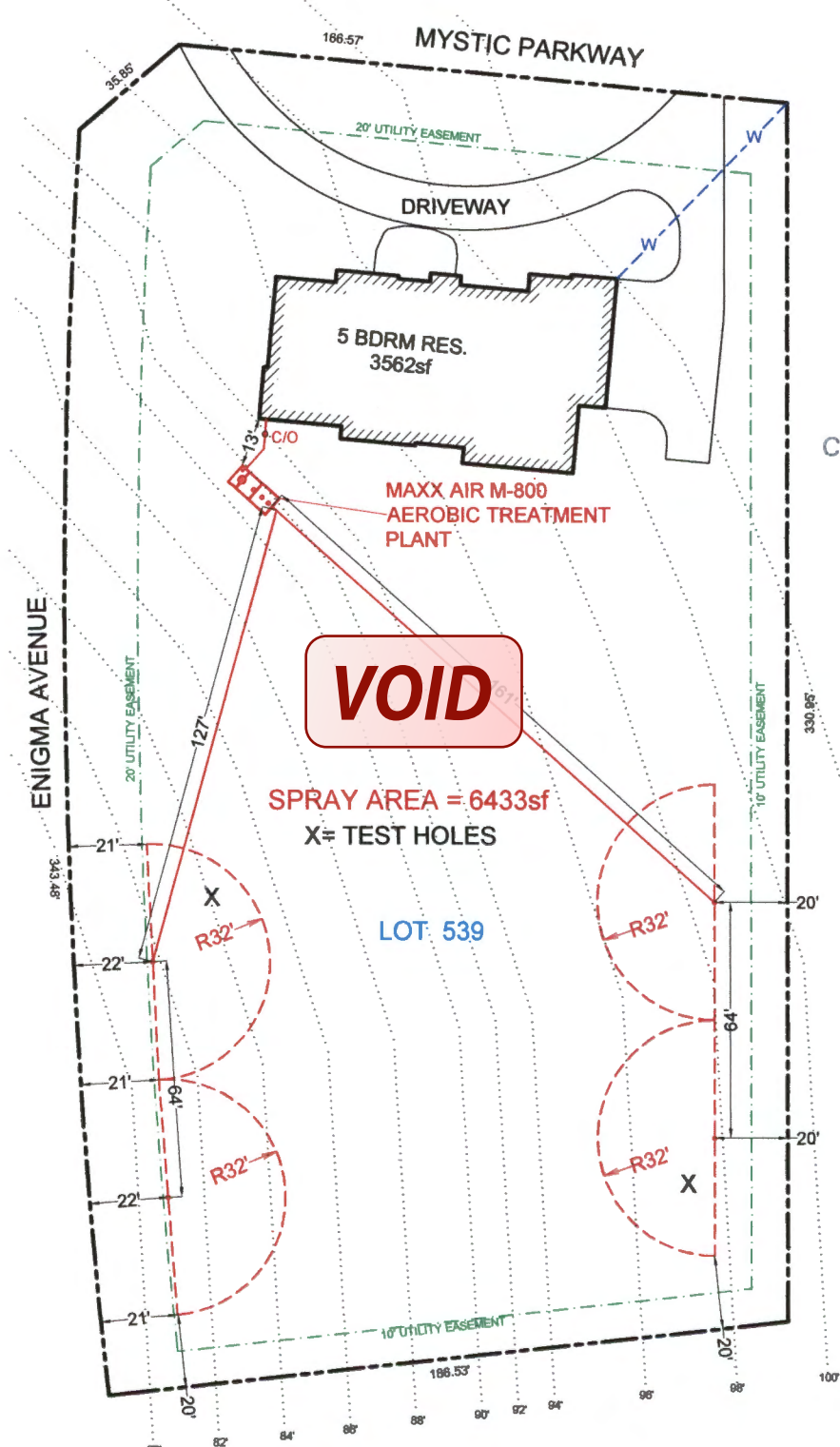
320



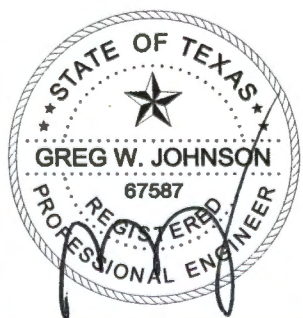
CONTINUED ON MAP 321



VOID



RECEIVED
 SEP 20 2018
 COUNTY ENGINEER



OWNER:	K. JOHN & KIMBERLY D. FARROW	DRAWN BY:		EJS III			
STREET ADDRESS:	1262 MYSTIC PARKWAY						
LEGAL DESC:	The PENINSULA at MYSTIC SHORES	UNIT/SECTION/PHASE:	1	BLOCK:	LOT:	539	
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=50'	DATE:	9/12/2018	REVISED:	

VOID

From: [Hernandez, Sandra](#)
To: ["Greg Johnson"](#)
Subject: 108140 deficiency comment
Date: Wednesday, September 26, 2018 11:24:01 AM

RE: The Peninsula at Mystic Shores, Unit 1, Lot 539

Greg,

We received planning materials for the referenced permit application on September 20, 2018 and found those planning materials to be deficient. In order to continue processing this permit, we need the following information:

- ✓ Revise the lot number on the CZP exemption and maintenance contract, and resubmit to our office.

If you have any questions, you can email me or call the office.

Thank you,

Sandra Ann Hernandez
Environmental Health Assistant
Comal County Engineers Office
New Braunfels, Texas 78132
830-608-2090 Office
830-608-2078 Fax
www.cceo.org

VOID

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

September 12, 2018

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

RECEIVED
SEP 20 2018
COUNTY ENGINEER

RE- SEPTIC DESIGN
1262 MYSTIC PARKWAY
THE PENINSULA AT MYSTIC SHORES, UNIT 1, LOT 639
SPRING BRANCH, TX 78070
FARROW RESIDENCE

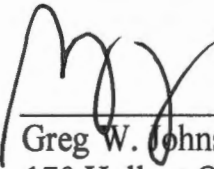
Ms. Brenda Ritzen/Sandra Hernandez,

VOID

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

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 27, 2012).

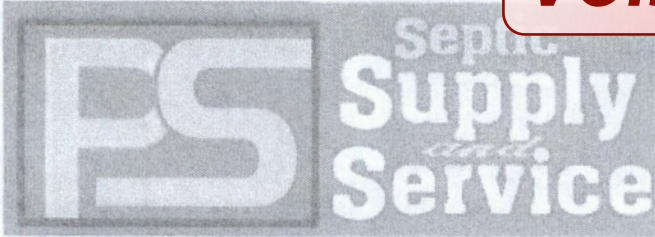
 09/12/18

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



VOID

VOID



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

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Customer: K. JOHN & KIMBERLY D. FARROW

PROPERTY LEGAL DESCRIPTION:

Site Address: 1262 MYSTIC PARKWAY

THE PENINSULA AT MYSTIC SHORES, U1, LOT 639

City/State: SPRING BRANCH, TX

Zip: 78070

County: COMAL

Permit#: RECEIVED

Phone Number: _____

SEP 20 2018

E-mail: _____

COUNTY ENGINEER

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between K. JOHN & KIMBERLY D. FARROW, (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 PS _____

VOID

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 0, 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: _____

Contractor: _____

VOID

FILED BY ATC
SPRING BRANCH

H000131800033-V5B

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.

General Warranty Deed

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL §

Executed on date of acknowledgement to be Effective on: February 22, 2018.

Grantor: RUSSELL D. HOWELL and KELLY H. HOWELL

Grantor's Mailing Address: 13507 Layton Castle Ln, Cypress, Harris County, Texas 77429

Grantee: K. JOHN FARROW and KIMBERLY D. FARROW

Grantee's Mailing Address: 17 Inwood Manor, San Antonio, Bexar County, Texas 78248

Consideration: TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Lot 539, The Peninsula at Mystic Shores, Unit One, situated in Comal County, Texas, according to plat thereof recorded in Volume 14, Pages 8-11, Map and Plat Records of Comal County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: All presently recorded restrictions, reservations, easements, covenants and conditions that affect the property and taxes for the current year, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

RECEIVED
SEP 20 2018
COUNTY ENGINEER

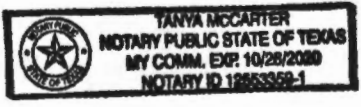
POOR QUALITY

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

Russell D. Howell
RUSSELL D. HOWELL
Kelly H. Howell
KELLY H. HOWELL

THE STATE OF TEXAS *
COUNTY OF Harris *

This instrument was acknowledged before me on this the 21 day of February, 2018, by RUSSELL D. HOWELL.

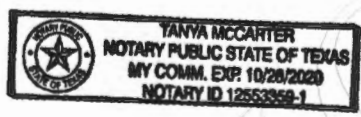


Tanya McCarter
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed: Tanya McCarter
My Commission Expires: 10/28/2020

THE STATE OF TEXAS *
COUNTY OF Harris *

This instrument was acknowledged before me on this the 21 day of February, 2018, by KELLY H. HOWELL. COUNTY ENGINEER

RECEIVED
SEP 20 2018



Tanya McCarter
NOTARY PUBLIC, STATE OF TEXAS
Notary's Name Printed: Tanya McCarter
My Commission Expires: 10/28/2020

AFTER RECORDING RETURN TO:
ALAMO TITLE COMPANY
GF No. 4000131800033

PREPARED IN THE LAW OFFICE OF:
KRISTEN QUINNEY PORTER, LLC
P.O. Box 312643
New Braunfels, Texas 78131-2643

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/22/2018 01:54:59 PM
LAURA 2 Pages(s)
201806006791

 Bobbie Koepp

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

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

Permit #: 108140

To: PAUL SWOYER SEPTICS, LLC
1262 MYSTIC PARKWAY
SPRING BRANCH, TX

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

Site: 1262 MYSTIC PARKWAY, SPRING BRANCH
Agency: Comal County
County:
Subdivision: The Peninsula at Mysic Shores

Contract: 6/6/2019 - 6/6/2022
Inspections per year: 3
Service Due: 10/6/2019
Alt Phone:
Warranty Ending:

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: _____			

Test Results and observations: (As Required)

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

Repairs made: Y / N

Repairs and Comments: No power to system

Inspector: _____

Date: _____

29 904263
98 305390

Area: / 0
GPS:

ID = 1139

Printed: 10/23/2019

1262 MYSTIC PARKWAY, SPRING BRANCH

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

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

Permit #: 108140

To: John Farrow
 1262 MYSTIC PARKWAY
 SPRING BRANCH, TX

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

Contract: 6/6/2019 - 6/6/2022
 Inspections per year: 3
 Service Due: 2/6/2020
 Alt Phone:
 Warranty Ending:

Site 1262 MYSTIC PARKWAY, SPRING BRANCH
 Agency Comal County
 County
 Subdivision The Peninsula at Mysic Shores

Installed:
 Phone:
 Cell:
 Work:

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

Item	Operational	Inoperative	N/A		
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#1	N/A
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	N/A
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#3	N/A
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 checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Water Meter Reading:	CFM: _____	PSI: _____			

Test Results and observations: (As Required)

Fecal Coliform: _____
 Chlorine Residual: N/A
 Test Method: _____
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments:

System was powered off. Powered on & verified system
System flooded - unable to get accurate readings. Currently
pumping out. He not here Adjusted timer & 10 hrs
landscaping being done

Inspector: _____ Date: _____

ES

Area: / 0
 GPS: 29.9044 -98.3054 ID = 1139

Printed 2/26/2020

1262 MYSTIC PARKWAY, SPRING BRANCH

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

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

Permit #: 108140

To: John Farrow
1262 MYSTIC PARKWAY
SPRING BRANCH, TX

Tech: Not Assigned *1/2*
 Brand/Mfg.: MAXX AIR -
 System S/N:
 Aerator and S/N:

Site: 1262 MYSTIC PARKWAY, SPRING BRANCH
 Agency: Comal County
 County:
 Subdivision: The Peninsula at Mystic Shores

Contract: 6/6/2019 - 6/6/2022
 Inspections per year: 3
 Service Due: 6/6/2020
 All Phone:
 Warranty Ending:

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

Item	Operational	Inoperative	N/A	
Aerator:	<u>1</u>	_____	<u>1</u>	<i>1 = 21</i>
Irrigation pump:	<u>1</u>	_____	_____	
Air compressor:	<u>1</u>	_____	_____	<i>2 = 12</i>
Disinfection device:	<u>1</u>	_____	_____	
Chlorine supply:	<u>1</u>	_____	_____	
Spray field vegetation:	<u>1</u>	_____	_____	
Sprinkler / Drip backwash:	<u>1</u>	_____	_____	<i>3 = 2</i>
Photocell Test:	_____	_____	<u>1</u>	
Autodialer:	_____	_____	<u>1</u>	
Water Meter Reading: _____ CFM: _____ PSI: _____				

Test Results and observations: (As Required)

Fecal Coliform: _____
 Chlorine Residual: 0.02
 Test Method: _____
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments:

Scum = 2

Inspector: *[Signature]*

Date: _____

Area: / 0
 GPS: 29.9044 -98.3054 ID = 1139

Printed: 6/16/2020

#2425

1262 MYSTIC PARKWAY, SPRING BRANCH

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

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

To: John Farrow
1262 MYSTIC PARKWAY
SPRING BRANCH, TX

Printed: 10/19/2020
Site: 1262 MYSTIC PARKWAY
SPRING BRANCH, TX 78070

Permit #: **108140**

Agency: Comal County
County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: The Peninsula at Mysis Shores

Customer ID: 1139

Contract Dates: 6/6/2019 - 6/6/2022

Scheduled Date: 10/6/2020

Inspection 4 of 9

GPS Coordinates - Latitude: 29.9044 Longitude: -98.3054

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/18/2020

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: 0.3mg/L

Sludge Levels

For Tank 1: 14

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 #:6226

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: John Farrow
1262 Mystic Parkway
Spring Branch, TX 78070

Printed:2/23/2022
Site: 1262 Mystic Parkway
Spring Branch, TX 78070
(210) 740-3747

Permit #: 108140	Customer ID: 1139
Agency: Comal County	Contract Dates: 6/6/2019 - 6/6/2022
County: Sub: The Peninsula at Mysic Shores	Scheduled Date: 2/6/2022 Inspection 8 of 9
Mfg / Brand: - MAXX AIR	
Treatment Type: Aerobic	
Disposal: Surface Application	GPS Coordinates - Latitude: 29.904157 Longitude: -98.305389

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/23/2022

Entered By: _

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Chlorine Residual: NA

Comments

Unable to inspect, gate code doesn't work

Service Completed

Insp ID #:15682

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: John Farrow
1262 Mystic Parkway
Spring Branch, TX 78070

Printed:6/15/2022
Site: 1262 Mystic Parkway
Spring Branch, TX 78070
(210) 740-3747

Permit #: **108140** Customer ID: 1139
Agency: Comal County Contract Dates: 6/6/2019 - 6/6/2022
County: Sub: The Peninsula at Mysic Shores Scheduled Date: 6/6/2022 Inspection 9 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.904157 Longitude: -98.305389

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 6/14/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 10

Irrigation Pumps: Operational

For Tank 3: 4

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .22

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Service Completed

Comments

Scum = 6"
repaired broken spray head
- Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:18686

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

License Info: MP0001708 Expires:



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer	Residential	Initial Contract
John Farrow	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site Address	Agency	
1262 Mystic Parkway, Spring Branch, TX 78070	Comal County	
Email	Phone	Permit Number
kjohnfarrow@gvtc.com	(210) 740-3747	108140
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.

John Farrow

Luna Environmental / Ryan Seidensticker

DocuSigned by: Customer Name

Maintenance Provider Name

John Farrow

Ryan Seidensticker

License # MP0001708

468EB6662AEB4B2...

Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms