

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 06/21/2019 Permit Number: 108181

Location Description: 773 CARIBOU DR
SPRING BRANCH, TX 78070

Subdivision: Deer River
Unit: 2
Lot: 144
Block:
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: CR Phoenix Enterprises, LLC dba Havenbrook Homes

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

James F. Connor
ENVIRONMENTAL HEALTH INSPECTOR

OS0032485

Sandra Ann Hernandez
ENVIRONMENTAL HEALTH COORDINATOR

OS 0025599

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: M. BATEY OSSF Installer #: 050000243
 1st Inspection Date: 6-19-19 2nd Inspection Date: _____
 Inspector Name: CONNOR Inspector Name: _____
 Permit #: 108181 Address: DEER RIVER, 775 CALIBOU 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)		✓		
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)				

6-19-19
 TANK SET LEVELED
 NO LEAKS
 OPERATIONAL
 COVER

6-21-19 JC
 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)(III) 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	✓		NUMATOR B 550 PL	✓		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓			✓		
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)(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(c)(3)(A)-(F)				
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)	AEROBIC SPRAY	✓		
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.
	<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>				
32	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	/	285.32(c)(1)		/		
33	<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>	/			/		
34	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	/			/		
35	<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>						
36	<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>						
37	PUMP TANK Secondary restraint system provided						
38	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	/			/		
39							

**Comal County Environmental Health
OSSF Inspection Sheet**

FINAL

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
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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: M. BATEY OSSF Installer #: 050060243

1st Inspection Date: 6-19-19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: CONNOR Inspector Name: _____ Inspector Name: _____

Permit#: 108181 Address: DEER RIVER, 773 CALIBORN DR.

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
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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)		✓		
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6-19-19 -ba

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9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	✓	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		✓		
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**Comal County Environmental Health
OSSF Inspection Sheet**

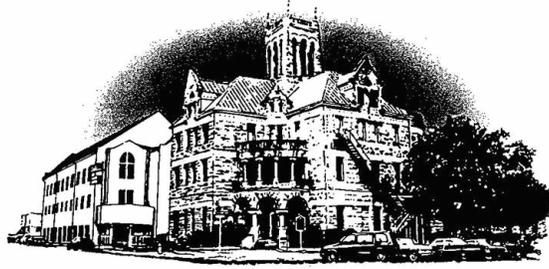
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33	<p>AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.</p>	✓	285.32(c)(1)		✓		
34	<p>AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</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>						
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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**

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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)		✓		
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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: 108181
Issued This Date: 10/08/2018
This permit is hereby given to: CR Phoenix Enterprises, LLC dba Havenbrook Homes

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

773 CARIBOU DR
SPRING BRANCH, TX 78070

Subdivision: DeerRiver
Unit: 2
Lot: 144
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.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

<i>items Date Received</i>	<i>initials</i>

<i>Permit Number</i>

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OCT 01 2018

COUNTY ENGINEER

Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist must accompany the completed application.

OSSF Permit

Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate

Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer

Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.

Required Permit Fee

Copy of Recorded Deed

Surface Application/Aerobic Treatment System

Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

Signed Maintenance Contract with Effective Date as Issuance of License to Operate

I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

Signature of Applicant

10/01/18

Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)

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

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

Date September 21, 2018

Permit # 108181

Owner Name CR PHOENIX ENTERPRISES, LLC dba HAVENBROOK HOMES
Mailing Address 112 NORTH MIDDLE LANE
City, State, Zip CANYON LAKE TEXAS 78133
Phone# 830-302-8539
Email chadrutturdahe@gmail.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 [X] Agent [] Both Method: [] Mail [X] Email

Subdivision Name DEER RIVER Unit/Phase/Section 2 Lot 144 Block

Acreage/Legal

Street Name/Address 773 CARIBOU DRIVE City SPRING BRANCH Zip 78070

Type of Development:

[X] Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1294

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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: \$ 185,000 (Structure Only)

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

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

Source of Water [X] Public [] Private Well

Are Water Saving Devices Being Utilized Within the Residence? [X] 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.

Signature of Owner [Handwritten Signature]

Date 9/28/18

*** 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) NUWATER B-550-PC Absorption/Application Area (Sq Ft) 4241

Gallons Per Day (As Per TCEQ Table III) 240

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

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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.))

COUNTY ENGINEER

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? [] 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 [X] 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 25, 2018

AFFIDAVIT



201806038407 10/01/2018 02:08:29 PM 1/1

Yes

THE COUNTY OF COMAL
STATE OF TEXAS

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.

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.

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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):

2 UNIT (PHASE) SECTION _____ BLOCK 144 LOT _____ DEER RIVER SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): CR PHOENIX ENTERPRISES, LLC, dba Havenbrook Homes

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 28 DAY OF September, 2018

[Signature]

Owner(s) signature(s)

CHAD RUTTEN - MANAGER

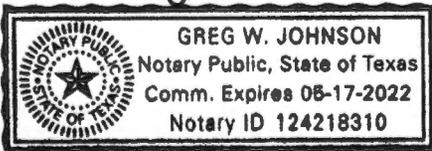
Owner (s) Printed name (s)

CHAD RUTTEN
September, 2018

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 28 DAY OF

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

[Signature]
Notary Public Signature



(Notary Seal Here)

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
10/01/2018 02:08:29 PM
TERRI 1 Page(s)
201806038407



Bobbie Koepf

REVISED

1:44 pm, Jul 17, 2019

**Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131**

Phone: (830) 312-8776

Date: 7/16/2019

AerobicSolutions.net office@aerobicsolutions.net

Permit #: 108181

Contract Period

Start Date: 7/16/2019

End Date: 7/16/2021

**To: Havenbrook Homes LLC
773 Caribou
Spring Branch, TX 78070**

Phone: Subdivision: Deer River
Site: 773 Caribou, Spring Branch, TX 78070
County: Comal
Installer:
Agency: Comal County Environmental Health
Mfg/Brand: / SOLAR AIRE

Aerobic Maintenance Solution LLC
3 visits per year - one every 4 months
Map Key: ID: 575

Agreement

1. General: This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Aerobic Maintenance Solutions LLC (hereinafter referred to as Contractor), located at 4222 FM 482 New Braunfels, Texas 78132, (830-312-8776). 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. Effective Dates: If this is an Initial Contract, contract will be for two years and begins when the License To Operate (LTO) has been issued. A 30 day written notice is required if there is a cancellation before the year of the agreement is up. The written notice will be sent to the local regulatory Agency and any of the agreement unused funds is non-refundable.

Contractor or Client, if choosing to terminate the contract, must give the other and the local regulatory Agency written notice after Thirty (30) Days prior to the ending of the Contract.

IV. Services by Contractor: Contractor will provide the following services (Referred to as the "Services").

1. In compliance with the Local Regulatory Agency and Manufacture's requirements, inspect and perform routine maintenance and upkeep on all parts within the On-Site Sewage Facility (hereafter referred to as the "OSSF") three times per year. Contractor **does not** provide chlorine. Client is solely responsible for maintaining the chlorine in the chlorinator at all times.
2. Contractor will provide a weather proof tag on the control panel containing company name, phone number and inspection dates.
3. Contractor will do inspections 3 times a year, every 4 months.
4. Contractor will report all findings to the appropriate regulatory and authority and to the Client, as required by both the State's On-Site rules and the local Agency's rules. All findings must be reported to local Agency's within 14 days, email is acceptable.
5. The contractor's inspection will include the following; Effluent Quality (Color, Turbidity, overflow and Odor), Alarm Function Filters, Operation of Effluent Pump and Chlorine Availability in the Chlorinator, (BOD and TSS Annually on Commercial Accounts, Client is responsible for charges for test)
6. Contractor will respond to client calls and complaints, regarding visual or audible alarms, suspicious conditions and or problems that might confront the Client within 48 hours, excluding weekend and holidays. The Contractor will maintain a 24 hour answering service at 830-312-8776. The unscheduled responses may be billed to the client at going rate.

V. Clients Responsibilities:

1. Maintain Chlorinator and Proper Chlorine supply, if OSSF is equipped with.
2. Provide all necessary lawn or yard maintenance and remove all obstacles, including dogs and other animals as needed to allow the OSSF to function properly and to allow the Contractor easy and safe access to all parts of the OSSF.
3. Immediately notify the Contractor of any alarms of problems with, including failure of the OSSF.
4. Provide for pumping of tanks, generally every 3 years or as suggested by the Contractor at Clients own expense.
5. Contractor will not be responsible for any warranty work; Client must contact the Installer for Warranty Problems.
6. Not allow the backwash from water treatment of water conditioning equipment to enter the OSSF.
7. Maintain site drainage to prevent adverse effects on OSSF.
8. Promptly and fully pay Contractor's Bills, Fees or invoices as described herein.

VI. Contractor will schedule with client, dates to perform the above described Services of repairs. If Contractor is not able to access the site on the date of appointment, a charge of \$75.00 will be billed if the inspection for repairs is not able to be completed and are required to be scheduled on another date. The contractor requires access to the OSSF electrical and physical components, including tanks, by means of man ways or risers for the purpose of evaluation of system and equipment as required by the manufacturer and /or rules. If such man ways or risers are not in place, excavation together with other labor and materials will be required and be billed to the Client an additional service at a rate of \$50.00 per hour plus materials billed at list process. Excavated soil is to be replaced as best as reasonably possible.

VII. Payments: The fee for this agreement only covers the Services described herein. This fee does not cover equipment or labor supplied for non-warranty repairs or for charges for unscheduled Client, request trips to the Client's site of pumping of the OSSF. Payments not received within 10 days from the date will be subject to a \$30.00 late penalty and or a 1.5% carrying charge, whichever is greater, in addition to reasonable attorney's fees. And all cost of collection incurred by contractor in collection of any unpaid debt. Invoice due when service is completed. Contract fee is \$_____.

VIII. 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 the 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.

Client
Print Name: _____ Signature: _____ Date: _____

Client Phone number Home _____ Work _____ Cell _____

Email Address _____

Any Gate or Combo code for inspections _____

Contractor **Aerobic Maintenance Solutions LLC:**

Signature: _____ Date _____
MP0000996 James H. Sickles

Signature: _____ Date _____
MP0000872 Juan M. Gonzales Jr

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

September 25, 2018

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

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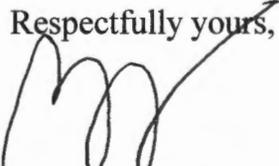
RE: Septic Design -
773 CARIBOU DRIVE
DEER RIVER, PHASE 2, LOT 144
SPRING BRANCH, TX 78070
CR PHOENIX ENTERPRISES, LLC

Ms. Ritzen/Hernandez,

Due to the lack of available application area it is necessary to have the setback from the property line to the spray at ten feet as required by TCEQ Chapter 285 rules Table X. I hereby request a variance to the twenty foot setback to property lines as required by Comal County Order and equivalent protection will be maintained by including a battery backup to the timer clock to assure sprayers to only spray during the predawn hours. In my professional opinion this variance will not pose a threat to the environment or public health.

If I can be of further assistance please contact me.

Respectfully yours,


Greg W. Johnson, P.E., F#2585



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

Date Soil Survey Performed: September 24, 2018

Site Location: DEER RIVER, PHASE 2, LOT 144

Proposed Excavation Depth: N/A

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.

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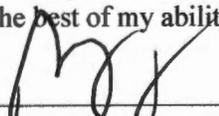
OCT 01 2018

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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 @ 6"	BROWN
6"						
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

09/24/18

Date

OSSF SOIL EVALUATION REPORT INFORMATION

Date: September 25, 2018

Applicant Information:

Name: CR PHOENIX ENTERPRISES, LLC. dba HAVENBROOK HOMES
Address: 112 NORTH SCENIC LOOP
City: CANYON LAKE State: TEXAS
Zip Code: 78133 Phone: (830) 302-8539

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 144 Unit 2 Blk _____ Subd. DEER RIVER
Street Address: 773 CARIBOU DRIVE
City: SPRING BRANCH Zip Code: 78070
Additional Info.: _____

Installer Information:

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

Topography: Slope within proposed disposal area: 4 %
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

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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: 3 Total sq. ft. living area 1294

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

Q = (3 +1)*75-(20%)= 240

Trash Tank Size 353 Gal.

TCEQ Approved Aerobic Plant Size 600 G.P.D.

Req'd Application Area = Q/Ri = 240 / 0.064 = 3750 sq. ft.

Application Area Utilized = 4241 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 = 768 Gal. 14.5 Gal/inch.

Reserve Requirement = 80 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

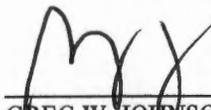
Two way cleanout

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

09/25/18
DATE



FIRM #2585

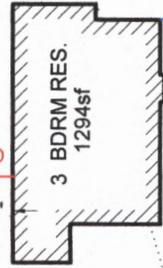
CARIBOU DRIVE

NUWATER B 550 PC AEROBIC TREATMENT PLANT

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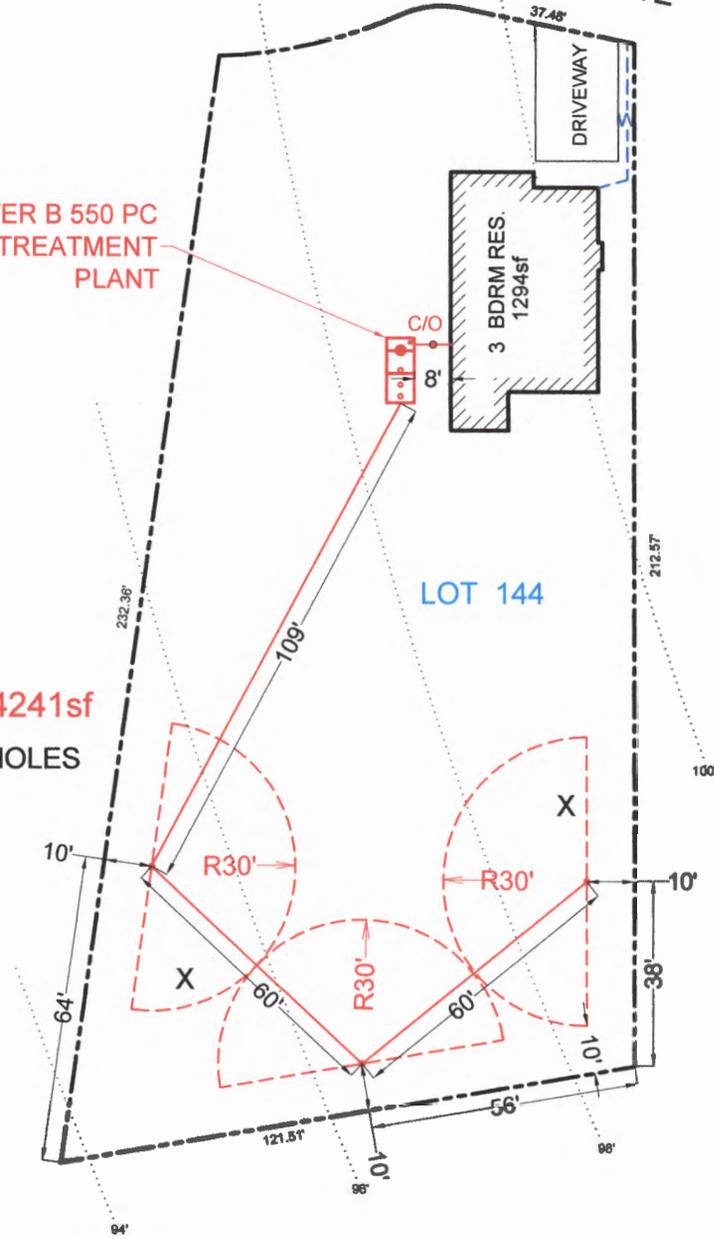
COUNTY ENGINEER



LOT 144

SPRAY AREA = 4241sf

X= TEST HOLES



OWNER: CR PHOENIX ENTERPRISES, LLC. dba HAVENBROOK HOMES		DRAWN BY: EJS III	
STREET ADDRESS: 773 CARIBOU DRIVE			
LEGAL DESC: DEER RIVER	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 144
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 9/25/2018	REVISED:

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.

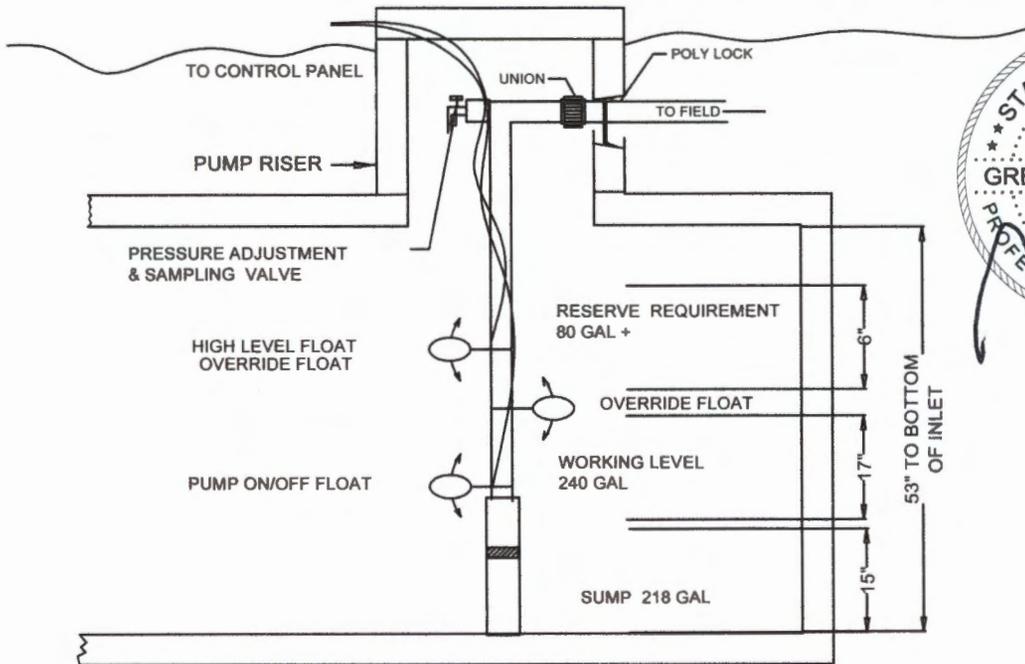
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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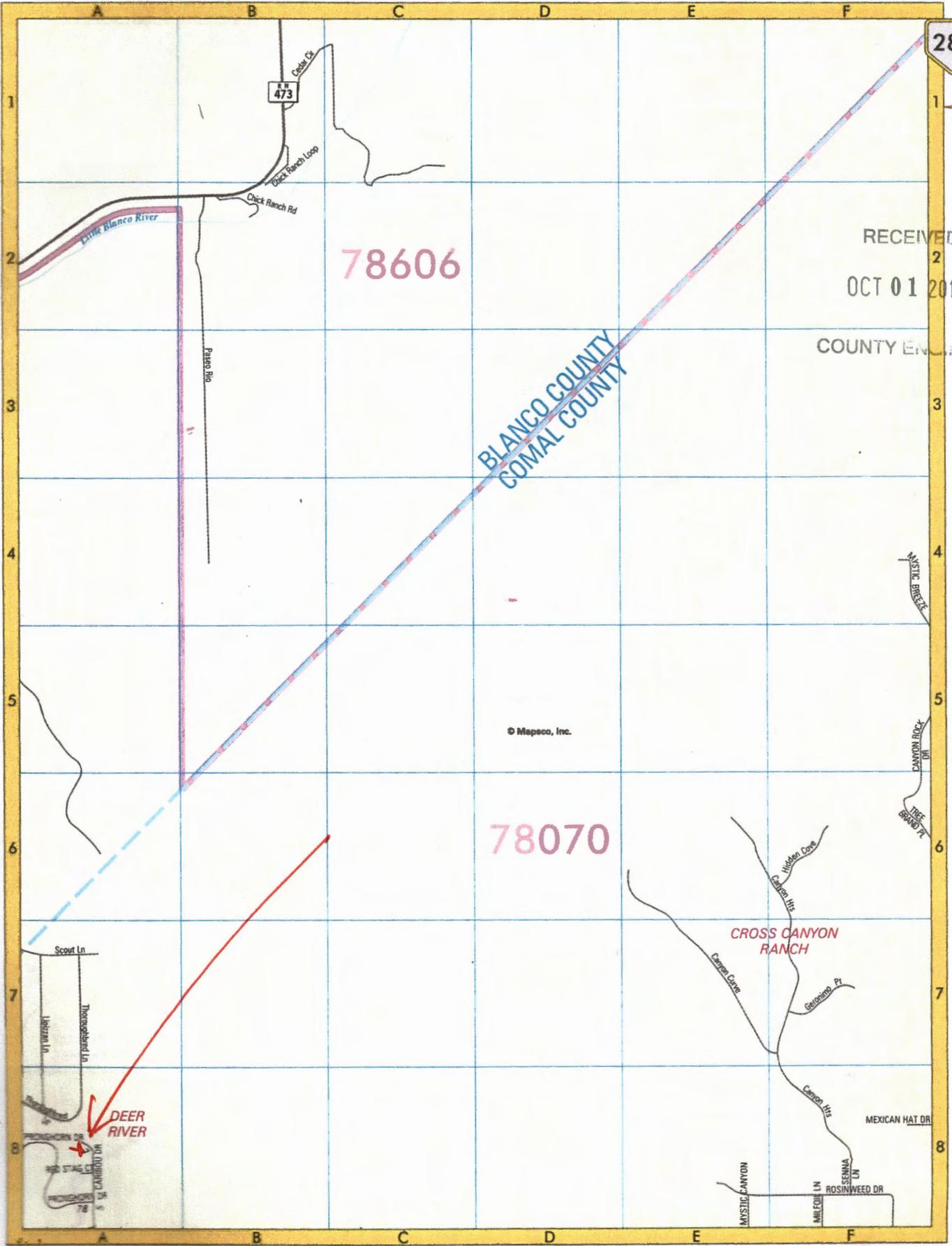
ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE



F-2585

09/25/18

**TYPICAL PUMP TANK CONFIGURATION
NU-WATER 550PC -400PT 768 GAL PUMP TANK**



285

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2
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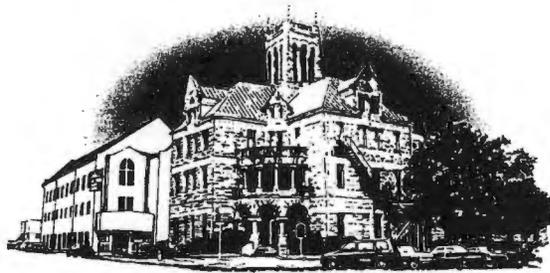
CONTINUED ON MAP 286

© Mapsco, Inc.

SCALE IN MILES
0 1/8 1/4 3/8 1/2

CONTINUED ON MAP 319

SCALE IN FEET
0 1000 2000 3000



Comal County

OFFICE OF COMAL COUNTY ENGINEER

July 10, 2019

CR Phoenix Enterprises, LLC
112 North Middle Lane
Canyon Lake, TX 78133

RE: Initial Two-Year Contract Expired/Invalid (OSSF Permit #108181)

Dear Homeowner:

Comal County Environmental Health records indicate an expired or invalid maintenance contract for the On-site Sewage Facility (OSSF) serving your residence. State Law requires that a maintenance contract shall be effective for two years from the date the OSSF is first used. If you currently have a valid maintenance contract, please supply this office with a copy to update our records.

The purpose of the maintenance contract is to assure the OSSF remains in satisfactory working condition. The Texas Commission on Environmental Quality (TCEQ) requires testing of the OSSF and your maintenance provider reports those results to this office.

Operating an OSSF without a valid maintenance contract violates Title 30 of the Texas Administrative Code Chapter 285.7(c)(2) and 285.7(C)(2)(b). If you need information regarding maintenance contracts or need information on how to locate a maintenance provider, contact this office.

Failure to contact this office within 14 days of receiving this letter will result in appropriate action being initiated by this department.

If you have any questions, please call (830) 608-2090.

Respectfully,

A handwritten signature in blue ink that reads "Sandra Hernandez".

Sandra Hernandez
Asst. Environmental Health Coordinator
Comal County Environmental Health

Rudy Carson, BCCP

From: Comal County Engineers Office <ComalCountyLTO@co.comal.tx.us>
Sent: Friday, June 21, 2019 9:00 PM
To: bccp@hctc.net
Subject: License to Operate issued for Permit #108181

License To Operate Issued

Permit Number: 108181
Location: 773 CARIBOU DR
Maintenance Provider: Block Creek Aerobic Services, LLC
Installer: Batey Construction



*NOT BLOCK CREEK SERVICE
CONTACT BATEY CONSTRUCTION*

Please do not reply to this email

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

VOID

Permit/License Number _____
Customer CR PHOENIX ENTERPRISES, LLC
Address 773 CARIBOU DRIVE
City SPRING BRANCH, TX Zip 78070
Mailing Address _____
County COMAL Map # 285 A8
Phone 830-302-8539
Email _____

2 YEAR CONTRACT
2 YEAR WARRANTY ON PARTS AND LABOR

Subd/Legal: DEER RIVER, PHASE 2, LOT 144

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COUNTY ENGINEER

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

II. Effective Date:

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

III. Termination of Agreement:

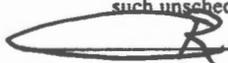
This Agreement may be terminated by either party without fault or liability of the terminating party. The terminating party must provide written notice to the other party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate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

VOID

IV. Services:

Contractor will:

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



Customer's Initials

VOID

BS

Contractor's Initials

V. Disinfection:

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

VOID

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

OCT 01 2018

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

VIII. Customer's Responsibilities:

COUNTY ENGINEER

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

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

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

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

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

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

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

VOID

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

Customer's Initials

VOID

BS

Contractor's Initials

THIS INDEMNIFICATION APPLIES EVEN IF THE INDEMNITIES ARE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OR BY THE NEGLIGENCE OF ANY INDEMNITEE.

VOID

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

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XII. Severability:

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

COUNTY ENGINEER

XIII. Fee for Services:

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

XIV. Payment:

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

VOID

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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

Burt S. Indestick
Block Creek Aerobic Services, LLC,
Contractor
MC# 0000042 and MC#0000002

[Signature]
Customer Signature

9/28/18
Date

[Signature]
Customer's Initials

VOID

BS
Contractor's Initials

ORIGINAL 10033A RS NB

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

§

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COUNTY ENGINEER

THAT **LANDSACKK INVESTMENTS, LLC**, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by **CR PHOENIX ENTERPRISES, LLC, d/b/a HAVENBROOK HOMES**, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee the following described property situated in Comal County, Texas, to-wit:

Lot 144 of DEER RIVER PHASE 2, a subdivision in Comal County, Texas, according to the plat recorded in **Volume 8, Pages 359-361**, of the Map and Plat Records of Comal County, Texas.

This conveyance is made subject to, all and singular, the restrictions, conditions, easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Comal County, Texas.

Taxes for the current year have been prorated and are thereafter assumed by Grantee.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof.

DATED this the 30 day of August, 2018.

LANDSACKK INVESTMENTS, LLC

By: [Signature]
SHAUN STEVENS, Member

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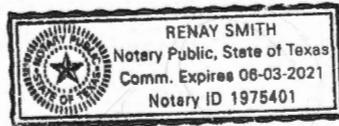
COUNTY ENGINEER

STATE OF TEXAS
COUNTY OF COMAL

§
§

This instrument was acknowledged before me on this the 30 day of August, 2018, by **SHAUN STEVENS, Member of LANDSACKK INVESTMENTS, LLC.**

[Signature]
Notary Public, State of Texas



GRANTEE'S MAILING ADDRESS:

P.O. Box 1554
Canyon Lake, TX 78133

9075f.deeds
Old Republic Title Co. (RS)
GF #6153NB

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/04/2018 09:01:27 AM
LAURA 2 Pages(s)
201806034499



[Signature]
Bobbie Koepf

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 9/27/2019

AerobicSolutions.net
Permit #: 108181

To: Havenbrook Homes LLC
773 Caribou
Spring Branch, TX 78070

Tech: Not Assigned
Brand/Mfg.: SOLAR AIRE -
System S/N:
Aerator and S/N:

Contract: 10/1/2018 - 10/1/2020
Inspections per year: 3
Service Due: 10/15/2019
Alt Phone:

Site: 773 Caribou, Spring Branch

Agency: Comal County Environmental Health
County: Comal
Subdivision: Dear River

Phone:
Cell:
Work:

Inspection Type: SCHEDULED INSPECTION Inspection # 1 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

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"/>
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"/>
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"/>
Air Compressor Reading: CFM: _____ PSI: <u>5</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.6

Test Method: Grab

BOD: _____

TSS: _____

Tank Lids Secured Yes

Repairs made: Y/N (N)

Sludge Levels: Tank 1: N/A Tank 2: 0 Tank 3: 0

Repairs and Comments:

Good

Inspector: [Signature]

Date: 10-2-19

Area: 10
GPS:

ID = 575

Appointment

773 Caribou, Spring Branch

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 5/29/2020

AerobicSolutions.net
Permit #: 108181

To: **Havenbrook Homes LLC**
773 Caribou
Spring Branch, TX 78070

Tech: Not Assigned
Brand/Mfg.: SOLAR AIRE -
System S/N:
Aerator and S/N:

Contract: 10/1/2018 - 10/1/2020
Inspections per year: 3
Service Due: 6/15/2020
Alt Phone:

Site: 773 Caribou, Spring Branch
Agency: Comal County Environmental Health
County: Comal
Subdivision: Deer River

Phone:
Cell:
Work:

**SCHEDULED
INSPECTION**

Inspection Type: SCHEDULED INSPECTION Inspection # 3 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	_____	_____
Air compressor:	<input checked="" type="checkbox"/>	_____	_____
Disinfection device:	<input checked="" type="checkbox"/>	_____	_____
Chlorine supply:	<input checked="" type="checkbox"/>	_____	_____
Spray field vegetation:	<input checked="" type="checkbox"/>	_____	_____
Sprinkler / Drip backwash:	_____	<input checked="" type="checkbox"/>	_____
Photocell Test:	_____	_____	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.2

Test Method: Grub

BOD: _____

TSS: _____

Tank Lids Secured YES

Repairs made: Y N

Sludge Levels: Tank 1: N/A Tank 2: 0 Tank 3: 0

Repairs and Comments: HAD A BROKEN SPRINKLER

Inspector: [Signature]

Date: 7-9-20

Area: / 0
GPS: ID = 575

773 Caribou, Spring Branch

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 1/28/2020

AerobicSolutions.net
Permit #: 108181

To: Havenbrook Homes LLC
773 Caribou
Spring Branch, TX 78070

Tech: Not Assigned
Brand/Mfg.: SOLAR AIRE -
System S/N:
Aerator and S/N:

Contract: 10/1/2018 - 10/1/2020
inspections per year: 3
Service Due: 2/15/2020
Alt Phone:

Site: 773 Caribou, Spring Branch

Agency: Comal County Environmental Health
County: Comal
Subdivision: Deer River

Phone:
Cell:

Inspection Type: SCHEDULED INSPECTION Inspection # 2 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	_____	_____
Air compressor:	<input checked="" type="checkbox"/>	_____	_____
Disinfection device:	<input checked="" type="checkbox"/>	_____	_____
Chlorine supply:	<input checked="" type="checkbox"/>	_____	_____
Spray field vegetation:	<input checked="" type="checkbox"/>	_____	_____
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	_____	_____
Photocell Test:	_____	_____	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.9

Test Method: Grab

BOD: _____

TSS: _____

Tank Lids Secured YES

Repairs made: Y/N

Sludge Levels: Tank 1: N/A Tank 2: 0 Tank 3: 0

Repairs and Comments:

Inspector: [Signature]

Date: 2-24-20

Area: / 0
GPS:

ID = 575

Appointment

773 Caribou, Spring Branch

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 10/27/2020

AerobicSolutions.net
Permit #: 108181

To: **Dixie Wylie**
773 Caribou
Spring Branch, TX 78070

Tech: Not Assigned
Brand/Mfg.: SOLAR AIRE -
System S/N:
Aerator and S/N:

Site: 773 Caribou, Spring Branch

Contract: 6/21/2019 - 6/21/2021
Inspections per year: 3
Service Due: 11/15/2020
Alt Phone:

Agency: Comal County Environmental Health

Phone: (405) 683-1841

County: Comal
Subdivision: Deer River

Cell:
Work:

**SCHEDULED
INSPECTION**

Inspection Type: SCHEDULED INSPECTION Inspection # 4 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

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

Test Results and observations: (As Required)

Chlorine Residual: _____ 0.2

Test Method: _____ ORP

BOD: _____

TSS: _____

Tank Lids Secured _____ YES

Repairs made: Y/N (N)

Sludge Levels: Tank 1: N/A Tank 2: 0" Tank 3: 3"

Repairs and Comments: Broken sprinkler Head.

Inspector: [Signature] Date: 11-9-20

Area: /0
GPS: ID = 575

773 Caribou, Spring Branch

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 3/1/2021

AerobicSolutions.net
Permit #: 108181

To: **Dixie Wylie**
773 Caribou
Spring Branch, TX 78070

Tech: Not Assigned
Brand/Mfg.: SOLAR AIRE -
System S/N:
Aerator and S/N:

Site: 773 Caribou, Spring Branch

Contract: 6/21/2019 - 6/21/2021
Inspections per year: 3
Service Due: 3/15/2021
Alt Phone:

Agency: Comal County Environmental Health
County: Comal
Subdivision: Deer River

Phone: (405) 683-1841
Cell:
Work:

Inspection Type: SCHEDULED INSPECTION Inspection # 5 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

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"/>
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"/>
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.1

Test Method: Grab

BOD: _____

TSS: _____

Tank Lids Secured Yes

Repairs made: Y/N

Sludge Levels: Tank 1: N/A Tank 2: 1" Tank 3: 1"

Repairs and Comments:

Has broken sprinkler

Inspector: [Signature]

Date: 3/15-21

Area: / 0
GPS:

ID = 575

Aerobic Maintenance Solution LLC
P O Box 311899
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 6/28/2021

AerobicSolutions.net
Permit #: 108181

To: Dixie Wylie
773 Caribou
Spring Branch, TX 78070

Tech: Not Assigned
Brand/Mfg: SOLAR AIRE -
System S/N:
Aerator and S/N:

Site: 773 Caribou, Spring Branch

Contract: 6/21/2019 - 7/30/2021
Inspections per year: 3
Service Due: 7/15/2021
Alt Phone:

Agency: Comal County Environmental Health
County: Comal
Subdivision: Deer River

Phone: (405) 683-1841
Cell:
Work:

**SCHEDULED
INSPECTION**

Inspection Type: INSPECTION Inspection # 6 of 6 for the contract year
BRAND OF SEPTIC SYSTEM _____

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"/>
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"/>
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"/>
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.5

Test Method: 9/ab

BOD: _____

TSS: _____

Tank Lids Secured yes

Repairs made: Y/N

Sludge Levels: Tank 1: N/A Tank 2: 0-2" Tank 3: 0-1"

Repairs and Comments:

Inspector: Logan Leppo

Date: 7/6/21

Area: / 0
GPS: ID = 575

773 Caribou, Spring Branch