



Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 04/24/2019

Permit Number: 108217

Location Description: 140 HIGH MEADOW DR
CITY OF BULVERDE, TX 78070

Subdivision: Oakland Estates
Unit: 2
Lot: 167
Block:
Acreage:

Type of System:

Issued to: Marshall A. Day III

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
OS8497


ENVIRONMENTAL HEALTH COORDINATOR
OS 0025599

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Wise Const. / Rob Wise OSSF Installer #: _____
 1st Inspection Date: 2/26/19 2nd Inspection Date: _____ 3rd Inspection Date: 4/24/19
 Inspector Name: Mike T. Inspector Name: _____ Inspector Name: Mike T.
 Permit#: 108217 Address: Oakland Est. / 140 High Meadow 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)		2/26/19		4/24/19
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)				
6	PRETREATMENT Installed (If required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(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)				

MT- 2/26/19
 Tank set, leveled
 operational ✓
 Ready For Cover.

MT- 4/24/19
 Covered.

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK if Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(i) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	/		600	2/26/19		2/29/19
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	/		WuWater			
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)(4) 285.33(a)(3) 285.33(a)(1)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 Inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
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)		2/26/19		4/24/19
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>						

Comal County Environmental Health
OSSF Inspection Sheet

39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓			2/26/19		4/24/19
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**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st insp.	2nd insp.	3rd insp.
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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 Environmental Health OSSF Inspection Sheet

Installer Name: Wise Const. / Rob Wise OSSF Installer #: _____

1st Inspection Date: 2/26/19 2nd Inspection Date: _____ 3rd Inspection Date: _____

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

Permit#: 108217 Address: Oakland Est. / 140 High Meadow Dr.

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**Comal County Environmental Health
OSSF Inspection Sheet**

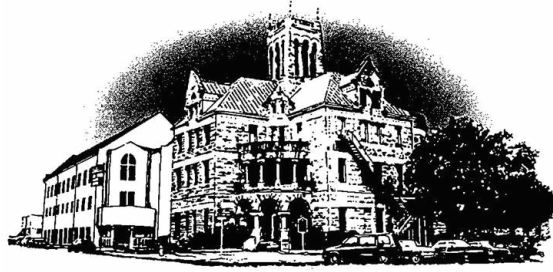
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35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>	✓					
36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction</p> <p>PUMP TANK Sampling Port Provided in 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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Comal County Environmental Health
OSSF Inspection Sheet

39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried				2/26/19		
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**Comal County Environmental Health
OSSF Inspection Sheet**

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



Comal County

OFFICE OF COMAL COUNTY ENGINEER

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

Permit Number: 108217
Issued This Date: 10/22/2018
This permit is hereby given to: Marshall A. Day III

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

140 HIGH MEADOW DR
CITY OF BULVERDE, TX 78070

Subdivision: Oakland Estates
Unit: 2
Lot: 167
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System:

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

RECEIVED
OCT 11 2018
COUNTY ENGINEER

Items	Date Received
	Initials

108217
Permit Number

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

10/11/18
Date

<input type="checkbox"/> COMPLETE APPLICATION
Check No. _____ Receipt No. _____

<input type="checkbox"/> 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 10-11-18

Permit # 108217

Owner Name Marshall A Day III
Mailing Address 2280 Rim Rock
City, State, Zip Spring Branch, TX, 78070
Phone # 210-288-6660
Email M.Day@NPCM.com

Agent Name _____
Agent Address _____
City, State, Zip _____
Phone # _____
Email _____

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

Subdivision Name Oakland Estates Unit II Lot 167 Block _____
Acreage/Legal Lot 167, Oakland Estates, Unit II, Comal County, Texas, Vol. 8, Plat 266756, Page 234
Street Name/Address 140 High Meadow Drive City Spring Branch Zip 78070

Type of Development:

Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 2000

RECEIVED

OCT 11 2018

Commercial or Institutional Facility

COUNTY ENGINEER

(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: \$ 13,000 (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 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

Date

***** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH *****
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

108217

140 High Meadow Drive

Planning Materials & Site Evaluation as Required Completed By Hoyt Seidenstick

System Description Aerobic with Spray Distribution

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

Tank Size(s) (Gallons) 600 GPD Unit Absorption/Application Area (Sq Ft) 3846.5

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.)

Is the property located over the Edwards Recharge Zone? Yes No

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

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

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

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

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

Is the property located over the Edwards Contributing Zone? Yes No

Is there an existing TCEQ approval CZP for the property? 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 R.S. or P.E. 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 No

If yes, indicate the city: Bulverde

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.

Hoyt Seidenstick
Signature of Designer

7-14-18
Date



RECEIVED

By Brenda Ritzen at 8:25 am, Oct 24, 2018

October 23, 2018

Comal County Environmental Health
ATTN: Brenda
195 David Jonas Drive
New Braunfels, Texas 78132

RE: RELEASE FOR SEPTIC – 140 HIGH MEADOW
PROPERTY OWNER: MARSHALL DAY III
GENERAL CONTRACTOR: ROB WISE CONSTRUCTION

Please be advised that the referenced address does not require a building permit to repair and/or replace the septic system provided no auxiliary buildings (other than the house) are connected to the system.

If you should require additional information, please do not hesitate to contact our office.

Sincerely,

1/cb

Affidavit to the Public

THE COUNTY OF Comal
STATE OF TEXAS



201806040191 10/11/2018 11:59:23 AM 1/1

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSFs), 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 (commission) 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 Lot 167, Oakland Estates, Unit II, Comal County, Tx Pkt 266756, Vol 8, Page 234

The property is owned by Marshall A. DAY III

This OSSF must be covered by a continuous service policy 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 may be obtained from (Comal Court).


IN WITNESS WHEREOF (s)he has hereto set his/her hand.

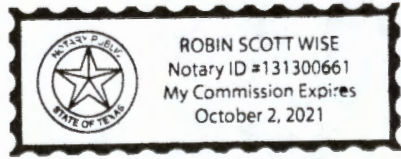
Signature [Handwritten Signature]
Print Name MARSHALL A. DAY III

I hereby certify that Marshall A. DAY III, known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and having been by me duly sworn deposes and says that the facts set forth in the above affidavit are true and correct

WITNESS MY HAND AND OFFICIAL SEAL THIS THE 15th DAY OF September, 2018.

Robin Scott Wise
Notary Public, State of Texas
My Commission Expires: Oct 2, 2021

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
10/11/2018 11:59:23 AM
LAURA 1 Page(s)
201806040191
 Bobbie Koepf



Customer ID: _____



For Office Use:

Permit No. _____

Brand / MPG: _____

System Serial No. _____

SERVICE CONTRACT v2.3

This Agreement for Service (this "Agreement") is hereby made on this 11 day of Oct, 2018, by and between San Aerobic ("Service Provider")

SAN AEROBIC
17803 LA CANTERA TER, STE 8313
SAN ANTONIO, TX 78256

and MARSHALL A Day III
Owner/Owner's Rep Name Company (If Commercial Contract)

140 Hatterson Higley New DR
Property Address

SPRING BRANCH TX 79070
City, State & Zip

210 288 6666 Comal
Phone Alt. Phone County

mday@nplm.com
Email

collectively referred to herein as the "Parties" and individually as the, or a "Party". This Agreement shall not be entered into, nor commence until the day of LTO (License to Operate) issuance, if said system is new and awaiting license/permit; or for an existing, licensed system, this Agreement shall commence on the date chosen by Owner and designated in *paragraph 1B* on the second page of this Agreement.

WHEREAS, Owner desires to obtain the services of Service Provider; and

WHEREAS, Service Provider agrees to provide to Owner the services he/she so desires (the "Services");

NOW, THEREFORE, the Parties agree that Owner shall obtain and Service Provider shall provide the subject Services pursuant to the following terms and conditions:

TERMS AND CONDITIONS

1. SERVICES

A. Owner and Service Provider hereby acknowledge and agree that Service Provider shall provide to Owner the following Services, in accordance with the terms and conditions of this Agreement as follows:

i. As maintenance provider for Owner's aerobic system, San Aerobic must provide and perform a complete system inspection, as required by County and Texas State Law, every four (4) months. Inspections include the following:

- a.) Visual inspection by TCEQ licensed Maintenance Provider or Maintenance Tech.
- b.) Sludge measurements of all accessible chambers (sludge measurements will be noted on every report).
- c.) Determination if pumping is needed.
- d.) Adjustments of electrical and mechanical equipment.

Customer ID: _____

- e.) Testing of sprinkler system, aerator, discharge pump and alarms.
- f.) Filter and diffuser cleaning (if needed).
- g.) Chlorine residual testing.
- h.) Attending to any misc. problems or issues which will need to be noted on inspection report and brought to Owner's attention.

ii. San Aerobic is responsible for concluding every inspection with a written report of all findings, measurements and relevant observations, to be filed to the appropriate county in a timely manner. A copy of the same report will be left with the Owner.

iii. Owner's address and/or Billing address: Same as Property Address Above

Alternate Address: 2280 RIMROCK AVE

SPRING BRANCH TX 78070

City State Zip code

B. Owner (or Owner's Representative) and Service Provider hereby acknowledge and agree that this Service Contract shall commence on the LTO day of LTO, 2018 (which shall be the day of LTO (License to Operate) issuance, if system is new and previously unlicensed); and cease in completion on the _____ day of _____, 20____ (the "Completion Date").

i. This Service Contract shall cover a term of: ONE YEAR TWO YEARS

C. An inspection of Owner's system will initiate upon the signing of this Agreement; thereafter inspections will occur every four (4) months from commencement date until either the expiration of this Agreement or renewal thereof.

i. Prior to an inspection, Service Provider will contact Owner by means of phone or email, in order to schedule the inspection. If Owner does not require advance notice, the Service Provider or Maintenance Tech can automatically arrive on or around due date and commence the inspection, without bother to Owner, as Owner is not required to be on premises, nor needed for any reason to complete the inspection. **IF OWNER DOES NOT REQUIRE that he/she be on premises during inspection, and DOES NOT REQUIRE A PHONE CALL IN ADVANCE to schedule the inspection appointment for any future inspections, then CHECK THIS BOX:**

D. If this Service Contract covers a residential property, it includes an initial inspection upon signing this Agreement; and three (3) required inspections per year, every four months. If the designated property is commercial, then this Service Contract includes six (6) inspections per year, unless otherwise noted; there are exceptions, or properties which are classified as "Special" and, by law, require a different number of inspections. Often times, a very small business, would of course be "Commercial" Property, but only require the standard three (3) yearly inspections, typically required for a residential property. Any "Special Contracts" will be designated as such within this Service Contract, its terms defined and described in notations and/or in an addendum to this Service Contract.

- E. This Service Contract DOES NOT INCLUDE:
- i. The cost of components needed to repair system, if and when repairs are needed.
 - ii. The cost of labor and time required to repair system, if and when repairs are necessary.
 - iii. The costs of chlorine tablets or bleach service, as **THIS IS A MONTHLY RESPONSIBILITY OF THE OWNER, TO OBTAIN CHLORINE TABS/BLEACH AND ADD TO SYSTEM.** If requested, Service Provider can demonstrate to Owner, the correct procedure on maintaining system's chlorine/bleach supply.
 - iv. The cost of pumping system, when pumping is required and/or advised.
 - v. Any service/repairs required due to misuse or negligence.
 - vi. The cost of any laboratory testing.
 - vii. Service calls.

Customer ID: _____

2. PRICING AND PAYMENT OF SERVICES

A. The cost for most single-system residences is \$300.00 for One (1) year or \$500.00 for Two (2) years. For residences with more than one septic system, these amounts would be multiplied by the number of systems existing on the property. Some residences shall be considered "Special Residences", and therefore will be quoted a price by Service Provider. The cost for businesses, schools, churches, or any other commercial property is dependent upon the number of inspections required per year, as some are monthly, others being bi-monthly, every four (4) months, or every two (2) months—totaling six (6) inspections per year.

Now ~~even more~~ installed by Rob Wise Construction qualify for half price: One (1) year for ^{\$250} or Two (2) years for ^{\$500}

i. The agreed cost of this Service Contract is \$ _____; Payment in full is required upon both Parties signing this Agreement.

B. Service Calls on major components, discharge pumps, compressors, and aerators, are included in price of component, therefore in these instances, Owner will only be responsible for the installed price of the component to be repaired/replaced. Owner will be quoted, and must approve repair costs before Service commences. On large jobs, a price will be quoted and agreed upon between parties prior to commencement. For any other requested service, the fee for a Service Call during normal business hours (8am-6pm) Monday thru Saturday is \$125.00. The fee for after hours/emergency Service Calls after 6pm M-Sat or anytime on Sunday is \$200.00.

C. Owner and Service Provider hereby acknowledge and agree that Owner shall pay any and all invoices received from Service Provider by way of check, certified check, money order, credit card, cash, PayPal, or by such other means as Owner and Service Provider may agree in writing.

3. SERVICE CALLS

If Owner has an alarm that has gone off and requires immediate service or help of any kind, the Service Call fee is applicable. In this case of emergency, Service Provider will respond within twelve (12) hours. If Owner's system needs adjustment (i.e. Timer or sprinkler adjustment), but there is no immediate urgency, and service can wait (up to 4 days), then the Service Call Fee will be waived.

Sometimes during a routine inspection or service call, safety issues arise. An example would be a cracked or broken lid that needs to be repaired or replaced right away. In this case, and in this case only, it would be necessary for the Service Provider to go ahead and make the necessary repairs, with or without prior notification to the Owner. This is the only time a Service would be rendered without the knowledge or consent of the Owner. In this type of situation, the Service Provider will leave an invoice at Owner's residence, detailing the charges and repairs made and/or parts replaced.

4. LIMITATION OF LIABILITY

A. Subject to Owner's obligation to pay the Service Fee to Service Provider, either of the Parties liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of either Party's obligations under this Agreement and every applicable part hereof shall be limited to the aggregate amount of the Service Fee of this Agreement.

B. To the extent permitted by applicable law and subject to Owner's obligation to pay the Service Fee to Service Provider, in no event shall either Party be liable for any loss of profits, goodwill, loss of business, loss of data, or any other indirect or consequential loss or damage whatsoever.

C. Nothing contained in Paragraph 5.B shall serve to limit or exclude either party's liability for death or personal injury arising from each Party's own negligence.

5. REPRESENTATIONS AND WARRANTIES

- A. Service Provider hereby represents and warrants to Owner that it shall perform any and all Services for Owner with reasonable care and skill and that the Services provided to Owner as contemplated in this Agreement shall not infringe or violate any intellectual property rights or other rights of any third parties.
- B. If Owner is, at any time, unsatisfied with any of the Services provided, the entire Fee of this Service Contract will be refunded, minus an appropriate fee for any inspections already performed. The cost of an inspection is the cost of the Service Contract Fee divided by the number of inspections it includes.

6. TRANSFER OF OWNERSHIP

In the case that Owner is selling his/her property during the Maintenance period designated per this Agreement, Owner is not entitled to a refund of the Service Contract Fee. Instead, the remainder of Service Contract transfers to new Owner.

7. MISCELLANEOUS

- A. Owner and Service Provider hereby acknowledge and agree that this Agreement shall become effective on the date first above written and shall continue, in full force and effect, unless and until it is terminated by either of the Parties hereto.
- i. Either Party may terminate this Agreement upon written notice to the other Party if:
- a.) Either Party to this Agreement is in breach of any of its obligations contained in this Agreement, and such breach is not remedied within fifteen (15) business days of written notice from the other Party.
- ii. Service Provider reserves the right to terminate this Agreement for any reason he deems appropriate or necessary; in which case the Service Contract Fee will be refunded in part or whole, depending on number of inspections already completed by Service Provider. The amount refunded shall be equal to the Service Contract Fee, minus the cost of individual inspection (if one or more have been completed), multiplied by the number of completed inspections. Cost per inspection is calculated by dividing Service Contract Fee divided by number of inspections required.
- a.) In the case Service Provider chooses to terminate this Agreement, Owner shall be notified in writing.
- B. **MODIFICATION:** No modification of, or amendment to, this Agreement, nor any waiver of any rights under the Agreement, shall be effective unless in writing signed by the Party to be charged; and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- C. **RELATIONSHIP OF THE PARTIES:** Owner and Service Provider hereby acknowledge and agree that as to the Services performed by Service Provider under this Agreement, Service Provider's employees, agents, and/or subcontractors shall be independent contractors of Service Provider. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or relationship or otherwise between the Parties.
- D. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Owner and Service Provider in respect of the subject matter herein and supersedes all previous negotiations, understandings, and agreements, verbal or written, with respect to any matters referred to herein. No amendment, change, qualification, waiver, cancellation, or termination of this Agreement shall be effective or binding unless executed in writing by the Party to be bound thereby. The failure at any time of any Party to insist upon strict performance of any provision of this Agreement shall not limit the ability of that Party to insist at any future time whatsoever upon the performance of the same or any other provision (except insofar as that Party may have given a valid and effective waiver and release).
- E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, and by facsimile, and by email, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

F. **INSURANCE COMPANIES & HOME WARRANTY COMPANIES:** The Service Provider will provide service to those whose property has been insured, and furthermore being repaired or replaced by an insurance company.

HOWEVER, Service Provider will not work directly with an Owner who involves, or is represented by, a Home Warranty Company as a third party that may be ultimately financially responsible for any services performed on Owner's property by Service Provider; and that insists on paying Service Provider directly, instead of reimbursing Owner, after Owner has paid Service Provider. If an Owner has a Home Warranty Contract on item(s) which needs repair or replacement and wishes to employ the services of Service Provider, the Service Provider will engage in such services, provided that the Owner agrees to pay Service Provider in full upon completion of said job (or by due date mutually agreed upon prior to the rendering of services), out of his/her own pocket. Service Provider will not work directly with the Home Warranty Company in any manner, nor wait to be paid by such company, rather than being paid upon completion of services by Owner. Service Provider will provide job estimates/quotes to Home Warranty Company; However, Owner is fully financially obligated to pay Service Provider, in full, in a timely manner, regardless of whether or he/she has been reimbursed by Home Warranty Company. Obtaining reimbursement or payment for said "covered" services, from Home Warranty Company, is entirely between said company and Owner of property, and has no bearing on the prompt and full payment by Owner to Service Provider. Owner MUST PAY Service Provider in full by due date; and Owner who is relying on, expecting and/or waiting for a Home Warranty Company to reimburse money paid to Service Provider, is doing so at his/her OWN RISK.

G. **GATE CODES OR SPECIAL INSTRUCTIONS:** _____

IN WITNESS WHEREOF, Owner and Service Provider have hereby signed and executed this Agreement as of the day and year first above written; and Agreement will become "active" and officially commence as of the date designated on page 2, paragraph 1B.

OWNER




Owner/Owner's Rep Signature

MARSHALL A Day III

Owner's Name (Printed)

SERVICE PROVIDER



SAN AEROBIC
TCEQ Maintenance Provider
License No. MP0001901

RETURN THIS CONTRACT VIA U.S. MAIL or EMAIL TO:

SAN AEROBIC, 17803 LA CANTERA TER, STE 8313, SAN ANTONIO, TX 78256

EMAIL: Service@SanAerobic.com

9/14/2018
6:03 AM
Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA MARSHALL DAY

Property Information:

St. Address: 140 High Meadow Drive
City: Spring Branch State: Texas
Zip code: 78070

Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): YES
Gallons/day (Q): 240
Greywater included (yes/no): YES

Rate of Adsorption (Ra)

Application rate (g/sq. ft): 0.064
Minimum Adsorptive Area (sq. ft.): 3750

Aerobic Unit

Required size of aerobic unit: 360 gpd
Pretreatment Tank (gallons): 353
Class 1 Aerobic Unit: NuWater 550-PC-400PT
Pump tank total capacity (gal): 768
Chlorination: Liquid installed in Tank
Pump Switch operation: Float system
Dosing cycle quantity (gals): Varied
Cycling time: night time
Pump size and capacity: Franklin E-Series 20 GPM

House Information

No. of Bedrooms: 3
Sq. footage (Approx.): 2000
Water Supply: PUBLIC

Supply Line from House

Length of supply line (approx. ft): 12
Type of supply line: SCH 40 PVC
Size of Supply line (in): 3 or 4

Supply Line For Spray Irrigation System

Length of supply line (approx. ft): 120
Type of supply line: SCH 40 PVC
Size of supply line (in): 1

Disposal Area per this System

$\pi (35)^2/2 = 1923.25$
 $\pi (35)^2/2 = 1923.25$
=
=
Total irrigated area (sq. ft.): 3846.5

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions.

All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker

Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 1822 FM 473, Boerne, Texas 78006

Cell (210) 414-6603, Fax (830) 336-4697

9-14-18

Date



Effective Immediately: If any change(s) are made that require a revision to this design, a \$75.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

9/14/2018

6:03 AM

Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA MARSHALL DAY

Head Pressure

Elevation Head:	<u>4</u>
Pressure Head:	<u>92</u>
Friction Head:	<u>4.8</u>
Total head:	<u>100.8</u>

Sprinkler Head Information

K-Rain sprinkler head PROPLUS,
low angle nozzle

No. 3 @40psi	GPM:	<u>3.1</u>
Number of sprinkler heads:		<u>3</u>
Gallons per minute:		<u>9.3</u>

A class 1 aerobic wastewater treatment unit, chlorination and spray distribution system will be designed for this location. Wastewater from the residence will flow to a pretreatment/trash tank, then to the treatment unit. Treated effluent will be disinfected by a Chlorination Station 200-1500 Unit in the pump tank, before being disposed of through above ground sprinkler heads. All warning systems shall be installed with the aerobic unit

Land acceptable for surface application shall have a flat terrain (with less than or equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent.

Areas that rock is exposed must be covered with a suitable amount of material acceptable to the inspecting authority. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the installed aerobic system.

At every inspection a Total Chlorine Residual test must be conducted on the effluent in the pump tank and must be a minimum acceptable level of .1 mg/l residual.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 1822 FM 473, Boerne, Texas 78006

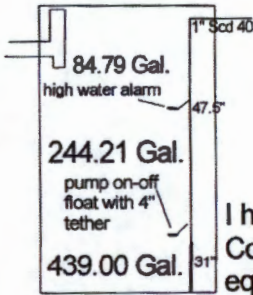
Cell (210) 414-6603, Fax (830) 336-4697

9-14-18

Date



Scale 1"=40'



Site Map
 Aerobic with Spray Distribution System
 Matthew Day
 Lot: 167
 Oakland Estates Subdivision Unit 2
 140 High Meadow Drive
 Spring Branch, Texas 78070
 Comal County



I hereby request a variance to the 20 foot setback to property lines as required by Comal County Order to a 10' setback to property lines as required by TCEQ, Chapter 285 and equivalent protection will be maintained by adding a battery backup to the timer clock or photo cell activated timer 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.

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

Surface application should be done between the hours of 12:00 midnight and 5:00 a.m.

All external electrical lines must be in gray conduit

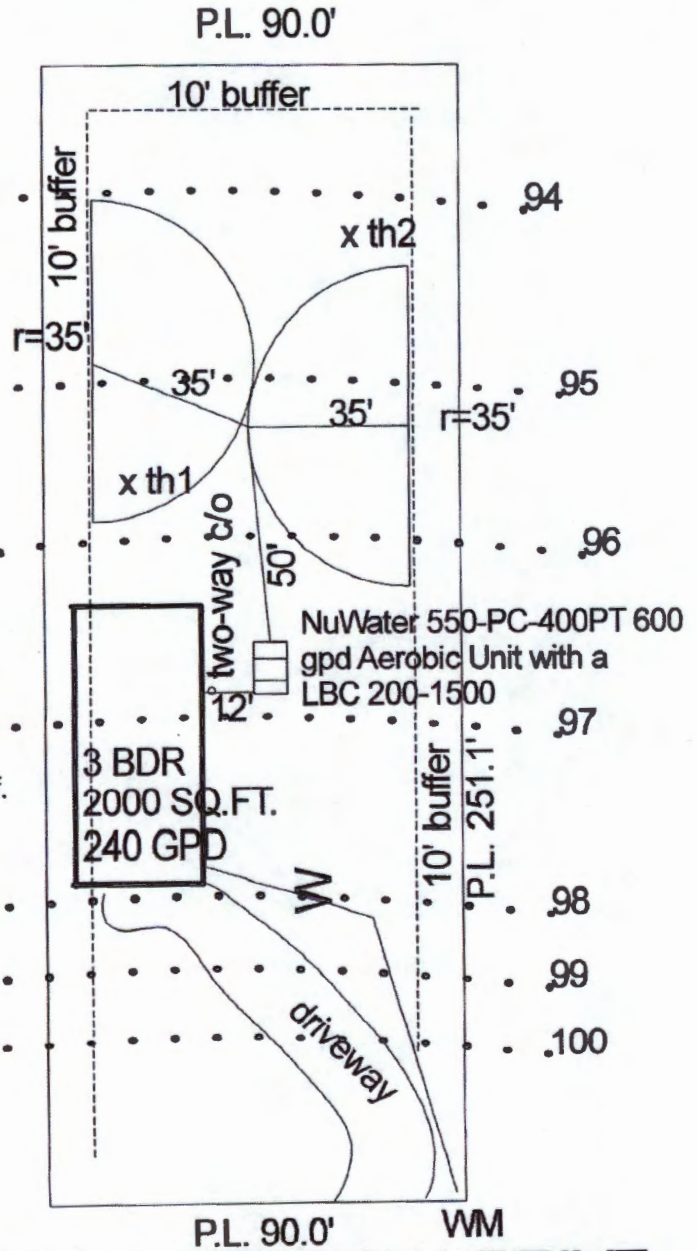
There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent

This design complies with all provisions of the existing Edwards Contributing Zone Plan and there is not a recharge feature within 150' of the proposed septic system.

Land acceptable for surface application shall have a flat terrain (less than to equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff.

100 yr flood plain does not exist on this tract location of sprinkler heads may be adjusted in field to avoid obstacles

Areas that rock is exposed must be covered with a suitable amount of material. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation.



140 HIGH MEADOW DRIVE

ON-SITE SEWERAGE FACILITY Soil Evaluation Report Information

Date Soil Survey Performed: 9/10/2018
 Site Location: 140 High Meadow Drive
 Name of Site Evaluator: Hoyt Seidensticker Registration Number: OS0008771
 Proposed Excavation Depth: n/a County: Bexar

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
 Location of soil boring or dug pits must be shown on the site drawing.
 For subsurface disposal, soil evaluation 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 feature on the form. Indicate depths where features appear.

Soil Boring Number <u>1</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	III	LOAM rock	<30%	none	yes, rock	BROWN
1 12"						
2						
3						
4						
5						

Soil Boring Number <u>2</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	III	LOAM rock	<30%	none	yes, rock	BROWN
1 12"						
2						
3						
4						
5						

Features of Site Area

Presence of 100 year flood zone Yes ___ No x
 Presence of adjacent ponds, streams, water improvements Yes ___ No x
 Existing or proposed water well in nearby area Yes ___ No x
 Organized sewage service available to lot or tract Yes ___ No x
 Recharge feature within 150 feet Yes ___ No x

By my signature, I hereby certify that the information provided in this report is based on my site observations and are accurate to the best of my ability.
 I understand that any misrepresentation of the information contained in this report may be grounds to revoke or suspend my license. The site evaluation determined the site is suitable for a Spray Distribution disposal system with AEROBIC treatment
 According to table XIII, the site is suitable for this proposed system. A copy of Tables IX and XIII have been given to the property owner to inform them of other alternatives based upon the result of this site evaluation

Hoyt Seidensticker
 Signature of Site Evaluator

9-14-18
 Date

ON-SITE SEWERAGE FACILITY
Site Evaluation Report Information

Date: 9/12/2018

Site Evaluator Information:

Applicant Information:

Name: Marshall Day

Name: Hoyt Seidensticker

Address: 140 High Meadow Drive

License OS0008771 Expires 8/31/2020

City: Spring Branch State: Texas

Zip: 78070

Company: Land Stewardship Services, LLC

Address: 1822 FM 473

Phone: _____

City: Boerne State: Texas Zip: 78006

Phone: (210) 414-6603 Fax: (830) 336-4697

Property Location:

Lot 167 Unit: II Sub.: Oakland Estates

Installer information:

Site Address: 140 High Meadow Drive

Name: Rob Wise OS0021093

City Spring Branch State: Texas Zip: 78070

Company: R W Construction

Unincorporated Area? Y or N

y

Address: P.O. Box 644

Additional information _____

City: Boerne State: Texas Zip: 78006

Phone: (210) 264-6745 Fax: (830) 537-3131

Schematic of Lot or Tract

Show:

Compass North, adjacent streets, property lines, property lines, property dimensions, location of buildings, easements, water lines, and other surface improvements where known (drainage, patios, sidewalks).

Location of existing or proposed water wells within 150 feet of property.

Indicate slope or show contour lines from the structure to the farthest location of the proposed soil absorption or irrigation area.

Location of soil borings or dug pits (show location with respect to a known reference point).

Location of natural, constructed, or proposed drainage ways, (streams, ponds, lakes, rivers,

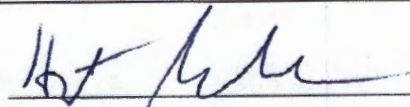
high tide of salt water bodies) water impoundments areas, cut or fill bank, sharp slopes and breaks.

SITE DRAWING

Lot Size: _____ acres

SEE ATTACHED

Signature of Site Evaluator



Site Evaluator License No:

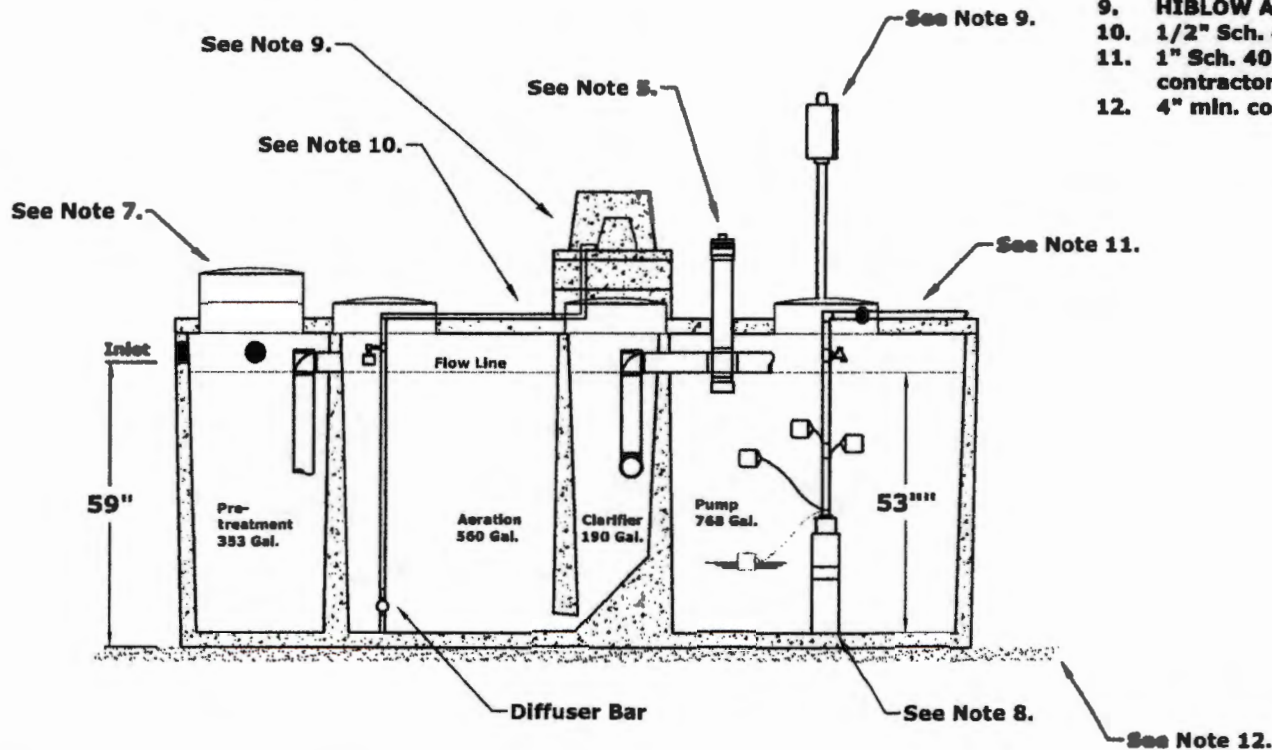
OS0008771

Assembly Details

OSSF

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 14,900 lbs.
4. Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements, BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor



DIMENSIONS:

Outside Height: 67"
 Outside Width: 63"
 Outside Length: 164"

MINIMUM EXCAVATION DIMENSIONS:

Width: 75"
 Length: 176"

**NuWater B-550 (600 GPD)
 Aerobic Treatment Plant (Assembled)**

Model: B-550-PC-400PT

March, 2012 - Rev 1
 By: A.S.

Scale:

* All Dimensions subject to allowable specification tolerances.

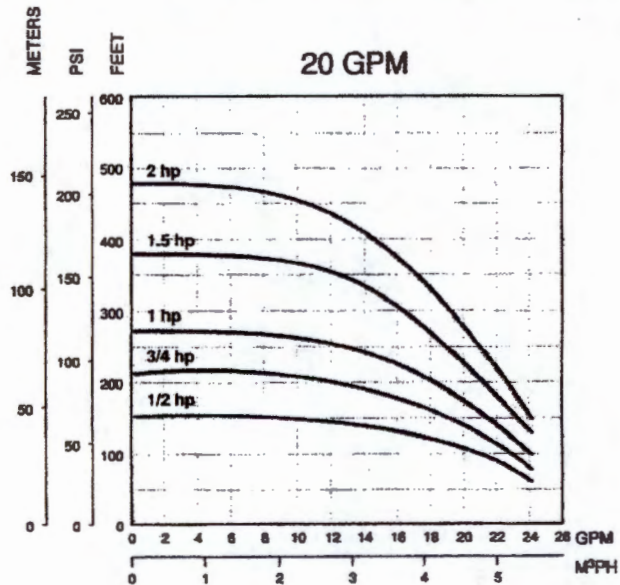
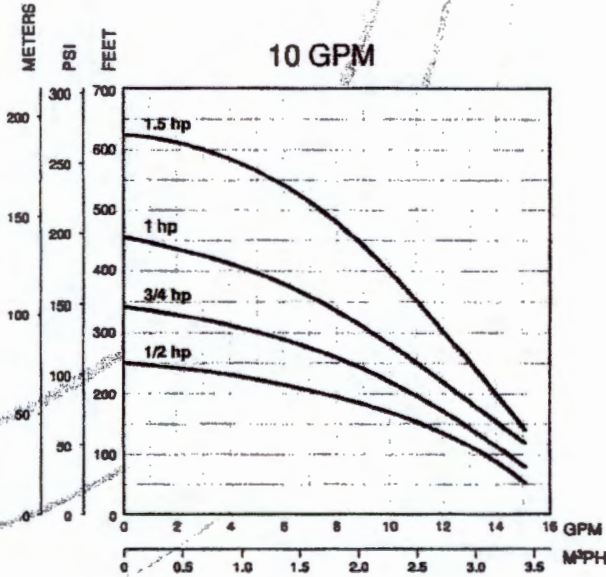
Dwg. #: ADV-B550-3

Advantage
 Wastewater Solutions llc

Advantage Wastewater Solutions llc.
 444 A Old Hwy No 9
 Comfort, TX 78013
 830-995-3189
 fax 830-995-4051



Thermoplastic Performance



Thermoplastic Units Ordering Information

1/2 - 1.5 HP Single-Phase Units

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94741005	10FE05P4-2W115	10	1/2	115	2	24
94741010	10FE05P4-2W230	10	1/2	230	2	24
94741015	10FE07P4-2W230	10	3/4	230	2	28
94741020	10FE1P4-2W230	10	1	230	2	31
94741025	10FE15P4-2W230	10	1.5	230	2	46
94742005	20FE05P4-2W115	20	1/2	115	2	25
94742010	20FE05P4-2W230	20	1/2	230	2	25
94742015	20FE07P4-2W230	20	3/4	230	2	28
94742020	20FE1P4-2W230	20	1	230	2	31
94742025	20FE15P4-2W230	20	1.5	230	2	40

Thermoplastic 1/2 - 2 HP Pump Ends

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94751005	10FE05P4-PE	10	1/2	N/A	N/A	6
94751010	10FE07P4-PE	10	3/4	N/A	N/A	7
94751015	10FE1P4-PE	10	1	N/A	N/A	8
94751020	10FE15P4-PE	10	1.5	N/A	N/A	12
94752005	20FE05P4-PE	20	1/2	N/A	N/A	6
94752010	20FE07P4-PE	20	3/4	N/A	N/A	7
94752015	20FE1P4-PE	20	1	N/A	N/A	8
94752020	20FE15P4-PE	20	1.5	N/A	N/A	10
94752025	20FE2P4-PE	20	2	N/A	N/A	11

FPS E series

High Head Filtered Effluent Pump

Applications:

- Filtered Effluent Service
- Aeration
- Ornamental Fountains/Waterfalls

Features:

- Ideal for filtered effluent pumping applications
 - Stainless Steel or Triax (polyester) discharge and motor bracket are tough and non-corrosive. Both materials are highly resistant to damage from herbicides and other substances typically found in water.
 - Heavy duty, 300 volt, 10' S/OOW motor leads
 - Ceramic bearing sleeve has time proven durability for years of reliable service.
 - Hex rubber bearing has extra large surface assuring shaft stability and multiple flow channels keeping particles away from bearing surfaces.
 - Proven Nonyl™ staging allows close tolerances and increased performance.
 - Stainless steel cup thrust washer prevents excessive wear in severe applications.
 - Removable duct in check valve.
 - Powered by Franklin Electric's premium motor.
- Nonyl is a Registered Trademark of GE.



Franklin Electric

PROPLUS™ GEAR DRIVEN SPRINKLER SETTING INSTRUCTIONS

SPRINKLER INSTALLATION

1 ▶ INSTALL AND BURY

Do not use pipe dope. Thread the sprinkler on the pipe. Bury the sprinkler flush to grade. **NOTE:** Gear driven sprinklers and pop-up sprays should not be installed on the same watering zone.

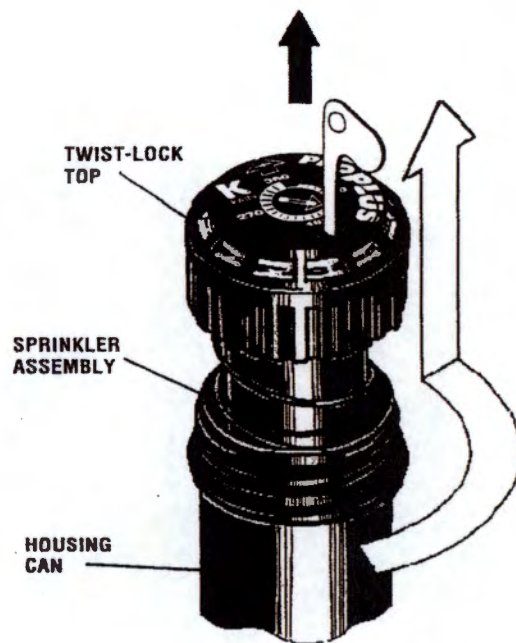
2 ▶ INSPECTING THE FILTER

Unscrew the top and lift the complete sprinkler assembly out of the housing can. The filter is located on the bottom of the sprinkler assembly and can easily be pulled out, cleaned and re-installed.

3 ▶ WINTERIZATION TIPS

When using an air compressor to remove water from the system please note the following:

- 1) Do not exceed 30 PSI.
- 2) Always introduce air into the system gradually to avoid air pressure surges. Sudden release of compressed air into the sprinkler can cause damage.
- 3) Each zone should run no longer than 1 minute on air. Sprinklers turn 10 to 12 times faster on air than on water. Over spinning rotors on air can cause damage to the internal components.



STANDARD NOZZLE PERFORMANCE

Nozzle	U.S.			METRIC				
	Pressure PSI	Radius Feet	Flow GPM	Pressure KPa / Bars	Radius Meters	Flow L/M	Flow M ³ /H	
#2.5 Factory Installed Nozzle	30	38'	2.5	206 2.0	11.6	9.5	.57	
	40	39'	2.8	275 3.0	11.9	10.6	.64	
	50	40'	3.2	345 3.5	12.2	12.1	.73	
	60	41'	3.5	413 4.0	12.5	13.2	.79	
#0.5	30	29'	0.7	206 2.0	8.8	2.6	.16	
	40	29'	0.8	275 3.0	9.1	3.0	.18	
	50	29'	0.9	345 3.5	9.4	3.4	.20	
	60	30'	1.0	413 4.0	9.8	3.8	.23	
#0.75	30	29'	0.7	206 2.0	8.8	2.6	.16	
	40	30'	0.8	275 3.0	9.1	3.0	.18	
	50	31'	0.9	345 3.5	9.4	3.4	.20	
	60	32'	1.0	413 4.0	9.8	3.8	.23	
#1	30	32'	1.3	206 2.0	9.8	4.9	.14	
	40	33'	1.5	275 3.0	10.1	5.7	.18	
	50	34'	1.6	345 3.5	10.4	6.1	.20	
	60	35'	1.8	413 4.0	10.7	6.8	.23	
#2	30	37'	2.4	206 2.0	11.3	9.1	.54	
	40	40'	2.5	275 3.0	12.2	9.5	.56	
	50	42'	3.0	345 3.5	12.8	11.4	.68	
	60	43'	3.3	413 4.0	13.1	12.5	.75	
#3	30	38'	3.6	206 2.0	11.6	13.6	.75	
	40	39'	4.2	275 3.0	11.9	15.9	.95	
	50	41'	4.6	345 3.5	12.5	17.4	1.04	
	60	42'	5.0	413 4.0	12.8	18.9	1.13	
#4	30	43'	4.4	206 2.0	13.1	16.7	.99	
	40	44'	5.1	275 3.0	13.4	19.3	1.15	
	50	46'	5.6	345 3.5	14.0	21.2	1.27	
	60	49'	5.9	413 4.0	14.9	22.3	1.33	
#6	40	45'	5.9	206 3.0	13.7	22.3	1.33	
	50	46'	6.0	275 3.5	14.0	22.7	1.36	
	60	48'	6.3	345 4.0	14.6	23.8	1.43	
	70	49'	6.7	413 5.0	14.9	25.4	1.52	
#8	40	42'	8.0	206 3.0	12.8	30.3	1.81	
	50	45'	8.5	275 3.5	13.7	32.2	1.92	
	60	49'	9.5	345 4.0	14.9	36.0	2.15	
	70	50'	10.0	413 5.0	15.2	37.9	2.27	

LOW ANGLE NOZZLE PERFORMANCE

Nozzle	U.S.			METRIC				
	Pressure PSI	Radius Feet	Flow GPM	Pressure KPa / Bars	Radius Meters	Flow L/M	Flow M ³ /H	
#1	30	22'	1.2	207 2.0	6.7	4.5	.34	
	40	24'	1.7	275 3.0	7.3	6.4	.39	
	50	26'	1.8	344 3.5	7.9	6.8	.41	
	60	28'	2.0	413 4.0	8.5	7.6	.46	
#3	30	29'	1.0	207 2.0	8.0	11.4	.68	
	40	32'	1.3	275 3.0	8.8	11.7	.71	
	50	35'	1.6	344 3.5	10.7	13.2	.80	
	60	37'	1.8	413 4.0	11.3	14.4	.87	
#4	30	31'	3.4	207 2.0	9.4	12.9	.78	
	40	34'	3.9	275 3.0	10.4	14.8	.89	
	50	37'	4.4	344 3.5	11.3	16.7	1.00	
	60	38'	4.7	413 4.0	11.6	17.8	1.07	
#6	40	38'	6.5	275 3.0	11.6	24.6	1.68	
	50	40'	7.2	344 3.5	12.2	27.6	1.66	
	60	42'	8.0	413 4.0	12.8	30.3	1.82	
	70	44'	8.6	482 5.0	13.4	32.6	1.96	

Data represents test results in zero wind for ProPlus. Adjust for local conditions. Radius may be reduced with nozzle retention screw.



K-RAIN MANUFACTURING CORP.
 1640 Australian Avenue
 Riviera Beach, FL 33404 USA
 PH: 1-561-844-1002 / 1-800-735-7246
 FAX: 1-561-842-9493
 WEB: <http://www.krain.com>

PROPLUS™ GEAR DRIVEN SPRINKLER SETTING INSTRUCTIONS

NOTE: The ProPlus is factory preset with a 90° arc setting, and includes a pre-installed #2.5 nozzle.

CHANGING A NOZZLE

1► REMOVING THE NOZZLE RETENTION SCREW

Use your K-Key or a small flat blade screwdriver to remove the nozzle retention screw by turning counter-clockwise to remove and clockwise to re-install.

2► PULL UP THE RISER

Insert the K-Key in the keyhole on the top of the nozzle turret and turn the key 1/4 turn to insure that the key does not slip out of the keyhole when you pull it up. Firmly pull up the entire spring-loaded riser to access the nozzle socket. Hold the riser assembly up with one hand.

3► REMOVING THE NOZZLE

With the nozzle retention screw removed, insert the K-Key into the slot directly under the nozzle "prongs" at the top of the nozzle. Now, turn the key 1/4 turn to "hook" the nozzle and pull the nozzle out.

4► INSTALLING A NOZZLE

Press the desired nozzle into the nozzle socket. Make sure the nozzle number is visible and the nozzle "prongs" are up. Then, re-install the nozzle retention screw. **NOTE:** The nozzle retention screw is also a break-up screw and used to adjust the distance of the spray.

SETTING THE ARC ADJUSTMENT

1► FINDING THE LEFT START POSITION

Place your finger on the top center of the nozzle turret. Rotate the turret to the right until it stops and then back to the left until it stops. Notice the position of the nozzle arrow. This is the "Left Start" position. The sprinkler will begin spraying from this position and rotate clockwise until it reaches the right Adjustable Stop-Return Point.

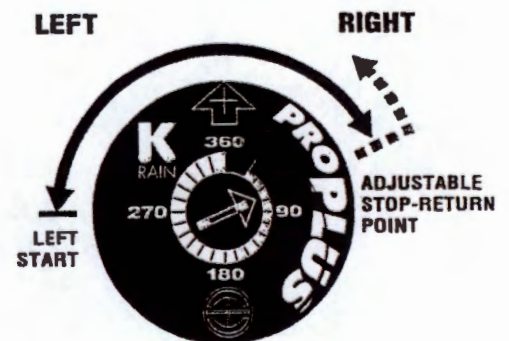
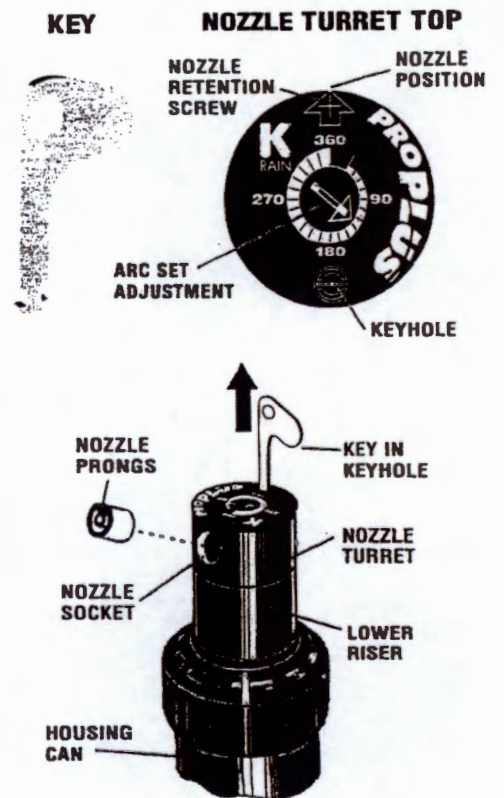
2► ORIENTING THE LEFT START POSITION

Insert the K-Key in the keyhole on the top of the nozzle turret and turn the key 1/4 turn to insure that the key does not slip out of the keyhole when you pull it up. Being careful not to allow the nozzle turret to turn, firmly pull up the entire spring-loaded riser. Hold the lower riser assembly up with one hand. Now turn only the lower riser clockwise or counter-clockwise until the nozzle arrow is pointing where you want the sprinkler to begin spraying.

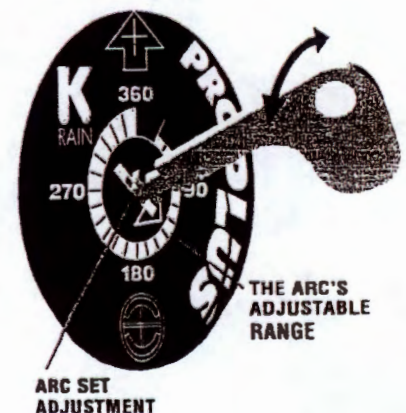
3► CHANGING THE ARC

Insert the K-Key or a small flat blade screwdriver into the Arc Set Adjustment slot. Turn clockwise to increase the arc or counter-clockwise to decrease the arc.

WHEN SET AT 360°, THE PROPLUS WILL ROTATE CONTINUOUSLY IN A CLOCKWISE DIRECTION.



**ARC SELECTION:
35° TO 360°**



108217

***** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH *****
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

140 High Meadow Drive

Planning Materials & Site Evaluation as Required Completed By Hoyt Seidenstick

System Description Aerobic Spray Distribution

VOID

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

Tank Size(s) (Gallons) 600 GPD Unit Absorption/Application Area (Sq Ft) 3846.5

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.)

Is the property located over the Edwards Recharge Zone? Yes No

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

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

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

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

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

Is the property located over the Edwards Contributing Zone? Yes No

Is there an existing TCEQ approval CZP for the property? 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 R.S. or P.E. 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? No

VOID

If yes, indicate the city: _____

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.

Hoyt Seidenstick
Signature of Designer

9-14-18
Date

From: Ritzen, Brenda
To: ["hoyt@gvtc.com"](mailto:hoyt@gvtc.com)
Cc: ["Amy Wise"](#); ["Rob Wise"](#); [Hernandez, Sandra](#)
Subject: RE: Permit 108217
Date: Monday, October 22, 2018 9:08:00 AM

Hoyt,

This property  appears to be within the city limits of the City of Bulverde. The 2nd page of the permit application must be revised accordingly and a copy of the approved building permit, or a letter from the City indicating a permit will not be required, must be submitted.

Thank you,

Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
www.cceo.org

From: hoyt@gvtc.com [mailto:hoyt@gvtc.com]
Sent: Sunday, October 21, 2018 6:03 AM
To: Ritzen, Brenda
Cc: 'Amy Wise'; 'Rob Wise'; Hernandez, Sandra
Subject: RE: Permit 108217

Here is the revisions.

Hoyt

From: Ritzen, Brenda <rabbjr@co.comal.tx.us>
Sent: Tuesday, October 16, 2018 3:53 PM
To: hoyt@gvtc.com
Subject: FW: Permit 108217

Hoyt,

I am forwarding this to you because I have tried to send this to the owner at the email address provided, but it does not appear to be a good email address.

Thank you,

From: Ritzen, Brenda
To: ["mday@npcm.com"](mailto:mday@npcm.com)
Subject: Permit 108217
Date: Tuesday, October 16, 2018 2:52:00 PM
Attachments: [Pages from 108217.pdf](#)

RE: Marshall A. Day III
Oakland Estates Unit II Lot 167
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Mr. Day,

The following information is needed before I can continue processing the referenced permit submittal:

- ✓ 1. The 2nd page of the permit application that must be completed by the designer is incomplete.
- ✓ 2. The service contract must indicate that the start date of the contract shall be the date the License to Operate is issued.
- ✓ 3. The service contract must indicate that it is for a duration of 2 years.
4. Revise as needed and resubmit.

Thank you,

Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
www.cceo.org

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

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN

ON-SITE SEWAGE TREATMENT SYSTEM AND LICENSE TO OPERATE

VOID

Planning Materials & Site Evaluation as Required Completed by _____

System Description _____

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

Tank Size(s) (Gallons) 600 GPD Unit Absorption/Application Area (Sq Ft) _____

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.)

Is the property located over the Edwards Recharge Zone? Yes No

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

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

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

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

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

Is the property located over the Edwards Contributing Zone? Yes No

Is there an existing TCEQ approval CZP for the property? 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 R.S. or P.E. 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 No

If yes, indicate the city: _____

VOID

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 7-14-18



VOID

SERVICE CONTRACT v2.3

Customer ID: _____

For Office Use:

Permit No. _____

Brand / MPG: _____

System Serial No. _____

This Agreement for Service (this "Agreement") is hereby made on this 11 day of oct, 2018, by and between San Aerobic ("Service Provider")

SAN AEROBIC
17803 LA CANTERA TER, STE 8313
SAN ANTONIO, TX 78256

and MARSHALL A Day III
Owner/Owner's Rep Name Company (If Commercial Contract)

140 Hamilton Heights New DR
Property Address

SPRING BRANCH TX 79070
City, State & Zip

210 288 6666 Comal
Phone Alt. Phone County

mDay@NPLM.com
Email

collectively referred to herein as the "Parties" and individually as the, or a "Party". This Agreement shall not be entered into, nor commence until the day of LTO (License to Operate) is new and awaiting license/permit; or for an existing, licensed system, this Agreement shall commence on the day of LTO by Owner and designated in *paragraph 1B* on the second page of this Agreement.

VOID

WHEREAS, Owner desires to obtain the services of Service Provider; and

WHEREAS, Service Provider agrees to provide to Owner the services he/she so desires (the "Services");

NOW, THEREFORE, the Parties agree that Owner shall obtain and Service Provider shall provide the subject Services pursuant to the following terms and conditions:

TERMS AND CONDITIONS

1. SERVICES

A. Owner and Service Provider hereby acknowledge and agree that Service Provider shall provide to Owner the following Services, in accordance with the terms and conditions of this Agreement as follows:

i. As maintenance provider for Owner's aerobic system, San Aerobic must provide and perform a complete system inspection, as required by County and Texas State Law, every four (4) months. Inspections include the following:

- a.) Visual inspection by TCEQ licensed Maintenance Provider or Maintenance Tech.
- b.) Sludge measurements of all accessible chambers (sludge measurements will be noted on every report).
- c.) Determination if pumping is needed.
- d.) Adjustments of electrical and mechanical equipment.

VOID

Customer ID: _____

- a.) Testing of aeration system, aerator, discharge pump and alarms.
- f.) Filter and diffuser cleaning (if needed).
- g.) Chlorine residual testing.
- h.) Attending to any misc. problems or issues which will need to be noted on inspection report and brought to Owner's attention.

ii. San Aerobic is responsible for concluding every inspection with a written report of all findings, measurements and relevant observations, to be filed to the appropriate county in a timely manner. A copy of the same report will be left with the Owner.

iii. Owner's address and/or Billing address: Same as Property Address Above

Alternate Address: 2280 RIMROCK SPRING BRANCH TX 78070
City State Zip code

B. Owner (or Owner's Representative) and Service Provider hereby acknowledge and agree that this Service Contract shall commence on the _____ day of _____, 2018 (which shall be the day of LTO (License to Operate) issuance, if system is new and previously unlicensed); and cease in completion on the _____ day of _____, 20____ (the "Completion Date").

i. This Service Contract shall cover a term of: ONE YEAR TWO YEARS

C. An inspection of Owner's system will initiate upon the signing of this Agreement; thereafter inspections will occur every four (4) months from commencement date until either the expiration of this Agreement or renewal thereof.

i. Prior to an inspection, Service Provider will contact Owner by means of phone or email, in order to schedule the inspection. If Owner does not require advance notice, the Service Provider or Maintenance Tech can automatically arrive on or around the date and commence the inspection, without bother to Owner, as Owner is not required to be on premises for any reason to complete the inspection. **IF OWNER DOES NOT REQUIRE that he be present during inspection, and DOES NOT REQUIRE A PHONE CALL IN ADVANCE to schedule the inspection appointment for any future inspections, then CHECK THIS BOX:**

D. If this Service Contract covers a residential property, it includes an initial inspection upon signing this Agreement; and three (3) required inspections per year, every four months. If the designated property is commercial, then this Service Contract includes six (6) inspections per year, unless otherwise noted; there are exceptions, or properties which are classified as "Special" and, by law, require a different number of inspections. Often times, a very small business, would of course be "Commercial" Property, but only require the standard three (3) yearly inspections, typically required for a residential property. Any "Special Contracts" will be designated as such within this Service Contract, its terms defined and described in notations and/or in an addendum to this Service Contract.

E. This Service Contract DOES NOT INCLUDE:

- i. The cost of components needed to repair system, if and when repairs are needed.
- ii. The cost of labor and time required to repair system, if and when repairs are necessary.
- iii. The costs of chlorine tablets or bleach service, as **THIS IS A MONTHLY RESPONSIBILITY OF THE OWNER, TO OBTAIN CHLORINE TABS/BLEACH AND ADD TO SYSTEM.** If requested, Service Provider can demonstrate to Owner, the correct procedure on maintaining system's chlorine/bleach supply.
- iv. The cost of pumping system, when pumping is required and/or advised.
- v. Any service/repairs required due to misuse or negligence.
- vi. The cost of any laboratory testing.
- vii. Service calls.

VOID

2. PRICING AND PAYMENT OF SERVICES

A. The cost for most single-system residences is \$300.00 for One (1) year or \$500.00 for Two (2) years. For residences with more than one septic system, these amounts would be multiplied by the number of systems existing on the property. Some residences shall be considered "Special Residences", and therefore will be quoted a price by Service Provider. The cost for businesses, schools, churches, or any other commercial property is dependent upon the number of inspections required per year, as some are monthly, others being bi-monthly, every four (4) months, or every two (2) months—totaling six (6) inspections per year.

New systems installed by Rob Wise Construction qualify for half price: One (1) year for ^{\$}250 or Two (2) years for ^{\$}450

i. The agreed cost of this Service Contract is \$ _____; Payment in full is required upon both Parties signing this Agreement.

B. Service Calls on major components, discharge pumps, compressors, and aerators, are included in price of component, therefore in these instances, Owner will only be responsible for the installed price of the component to be repaired/replaced. Owner will be quoted, and must approve repair costs before Service commences. On large jobs, a price will be quoted and agreed upon between parties prior to commencement. For any other requested service, the fee for a Service Call during normal business hours (8am-6pm) Monday thru Saturday is \$125.00. The fee for after hours/emergency Service Calls after 6pm M-Sat or anytime on Sunday is \$200.00.

C. Owner and Service Provider hereby acknowledge and agree that Owner shall pay any and all invoices received from Service Provider by way of check, credit card, cash, PayPal, or by such other means as Owner and Service Provider may agree in _____

VOID

3. SERVICE CALLS

If Owner has an alarm that has gone off and requires immediate service or help of any kind, the Service Call fee is applicable. In this case of emergency, Service Provider will respond within twelve (12) hours. If Owner's system needs adjustment (i.e. Timer or sprinkler adjustment), but there is no immediate urgency, and service can wait (up to 4 days), then the Service Call Fee will be waived.

Sometimes during a routine inspection or service call, safety issues arise. An example would be a cracked or broken lid that needs to be repaired or replaced right away. In this case, and in this case only, it would be necessary for the Service Provider to go ahead and make the necessary repairs, with or without prior notification to the Owner. This is the only time a Service would be rendered without the knowledge or consent of the Owner. In this type of situation, the Service Provider will leave an invoice at Owner's residence, detailing the charges and repairs made and/or parts replaced.

4. LIMITATION OF LIABILITY

A. Subject to Owner's obligation to pay the Service Fee to Service Provider, either of the Parties liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of either Party's obligations under this Agreement and every applicable part hereof shall be limited to the aggregate amount of the Service Fee of this Agreement.

B. To the extent permitted by applicable law and subject to Owner's obligation to pay the Service Fee to Service Provider, in no event shall either Party be liable for any loss of profits, goodwill, loss of business, loss of data, or any other indirect or consequential loss or damage whatsoever.

C. Nothing contained in Paragraph 5.B shall serve to limit or exclude either party's liability for death or personal injury arising from each Party's own negligence.

VOID

5. REPRESENTATIONS AND WARRANTIES

- A. Service Provider hereby represents and warrants to Owner that it shall perform any and all Services for Owner with reasonable care and skill and that the Services provided to Owner as contemplated in this Agreement shall not infringe or violate any intellectual property rights or other rights of any third parties.
- B. If Owner is, at any time, unsatisfied with any of the Services provided, the entire Fee of this Service Contract will be refunded, minus an appropriate fee for any inspections already performed. The cost of an inspection is the cost of the Service Contract Fee divided by the number of inspections it includes.

6. TRANSFER OF OWNERSHIP

In the case that Owner is selling his/her property during the Maintenance period designated per this Agreement, Owner is not entitled to a refund of the Service Contract Fee. Instead, the remainder of Service Contract transfers to new Owner.

7. MISCELLANEOUS

- A. Owner and Service Provider hereby acknowledge and agree that this Agreement shall become effective on the date first above written and shall continue, in full force and effect, unless and until it is terminated by either of the Parties hereto.
 - i. Either Party may terminate this Agreement upon written notice to the other Party if:
 - a.) Either Party to this Agreement is in breach of any of its obligations contained in this Agreement, and such breach is not remedied within the specified number of days of written notice from the other Party.
 - ii. Service Provider reserves the right to terminate this Agreement for any reason he deems appropriate or necessary; in which case the Service Contract Fee will be refunded in part or whole, depending on number of inspections already completed by Service Provider. The amount refunded shall be equal to the Service Contract Fee, minus the cost of individual inspection (if one or more have been completed), multiplied by the number of completed inspections. Cost per inspection is calculated by dividing Service Contract Fee divided by number of inspections required.
 - a.) In the case Service Provider chooses to terminate this Agreement, Owner shall be notified in writing.
- B. **MODIFICATION:** No modification of, or amendment to, this Agreement, nor any waiver of any rights under the Agreement, shall be effective unless in writing signed by the Party to be charged; and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- C. **RELATIONSHIP OF THE PARTIES:** Owner and Service Provider hereby acknowledge and agree that as to the Services performed by Service Provider under this Agreement, Service Provider's employees, agents, and/or subcontractors shall be independent contractors of Service Provider. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or relationship or otherwise between the Parties.
- D. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Owner and Service Provider in respect of the subject matter herein and supersedes all previous negotiations, understandings, and agreements, verbal or written, with respect to any matters referred to herein. No amendment, change, qualification, waiver, cancellation, or termination of this Agreement shall be effective or binding unless executed in writing by the Party to be bound thereby. The failure at any time of any Party to insist upon strict performance of any provision of this Agreement shall not limit the ability of that Party to insist at any future time whatsoever upon the performance of the same or any other provision (except insofar as that Party may have given a valid and effective waiver and release).
- E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, and by facsimile, and by email, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.

F. **INSURANCE COMPANIES & HOME WARRANTY COMPANIES:** The Service Provider will provide service to those whose property is damaged and furthermore being repaired or replaced by an insurance company.

VOID

HOWEVER, Service Provider will not work directly with an Owner who involves, or is represented by, a Home Warranty Company as a third party that may be ultimately financially responsible for any services performed on Owner's property by Service Provider; and that insists on paying Service Provider directly, instead of reimbursing Owner, after Owner has paid Service Provider. If an Owner has a Home Warranty Contract on item(s) which needs repair or replacement and wishes to employ the services of Service Provider, the Service Provider will engage in such services, provided that the Owner agrees to pay Service Provider in full upon completion of said job (or by due date mutually agreed upon prior to the rendering of services), out of his/her own pocket. Service Provider will not work directly with the Home Warranty Company in any manner, nor wait to be paid by such company, rather than being paid upon completion of services by Owner. Service Provider will provide job estimates/quotes to Home Warranty Company; However, Owner is fully financially obligated to pay Service Provider, in full, in a timely manner, regardless of whether or he/she has been reimbursed by Home Warranty Company. Obtaining reimbursement or payment for said "covered" services, from Home Warranty Company, is entirely between said company and Owner of property, and has no bearing on the prompt and full payment by Owner to Service Provider. Owner MUST PAY Service Provider in full by due date; and Owner who is relying on, expecting and/or waiting for a Home Warranty Company to reimburse money paid to Service Provider, is doing so at his/her OWN RISK.

G. **GATE CODES OR SPECIAL INSTRUCTIONS:** _____

IN WITNESS WHEREOF, Owner and Service Provider have hereby signed and executed this Agreement as of the day and year first above written; and Agreement will become "active" and officially commence as of the date designated on page 2, paragraph 1B.

VOID

OWNER



Owner/Owner's Rep Signature

MARSHALL A Day #

Owner's Name (Printed)

SERVICE PROVIDER



SAN AEROBIC
TCEQ Maintenance Provider
License No. MP0001901

RETURN THIS CONTRACT VIA U.S. MAIL or EMAIL TO:

SAN AEROBIC, 17803 LA CANTERA TER, STE 8313, SAN ANTONIO, TX 78256

EMAIL: Service@SanAerobic.com

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GENERAL WARRANTY DEED

Date: August 15, 2005

Grantor: AHERN LAND DEVELOPMENT, LTD., a Texas limited partnership
Grantor's Mailing Address:

AHERN LAND DEVELOPMENT, LTD.
Ahern Land Development, Ltd.
18225 F.M. 2252
San Antonio, TX 78266
Bexar County

Grantee: MARSHALL A. DAY III
Grantee's Mailing Address:

MARSHALL A. DAY
158 High Meadow Dr.
SPRING BRANCH, TX 78070
Comal County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

Property (including any improvements): Lot 167, OAKLAND ESTATES, UNIT II, Comal County, Texas,
According to Plat 266756, Volume 8, Page 234.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2003, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, 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.

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

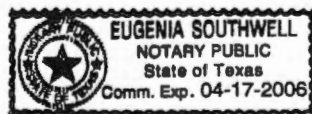
AHERN LAND DEVELOPMENT, LTD.

BY: Virgil K. Knowlton
Virgil K. Knowlton, Managing Partner of OAKLAND ESTATES, L.C., General Partner of AHERN LAND DEVELOPMENT, LTD.

STATE OF TEXAS)
COUNTY OF COMAL)

This instrument was acknowledged before me on August 16, 2005, by Virgil K. Knowlton as Managing Partner of OAKLAND ESTATES, L.C., general partner of AHERN LAND DEVELOPMENT, LTD., a Texas limited partnership.

Eugenia Southwell
Notary Public, State of Texas



Doc# 200506030679
Pages 1
08/17/2005 9:39AM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$14.00

Joy Streater

AFTER RECORDING RETURN TO:

MARSHALL A. DAY III
158 High Meadow Dr.
Spring Branch, TX 78070