

Comal County OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:	04/30/2019		Permit Number:	108360
Location Description:	1173 BROOK Canyon Lak			
	Subdivision: Unit: Lot: Block: Acreage:	Tanglewood Shores		
Type of System:	Aerobic Surface Irrigatio	on		
Issued to:	Tanglewood Se	ries, a Series within dia Sozo,	LLC	

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 ENVIRONMENTAL HEALTH COORDINATOR

OS00077



		Comal County E OSSF Ins	nvironmenta pection Shee				
staller Name: Paul 5	way 5.19	2nd Inspection Dat	OSSF Installer #:	500242 Brd Inspection		re.rd	
nspector Name: S. Helm	ter	Inspector Name:	Mike T.	Inspector	Name: (elica :	B.
Permit#: 108340	Anwser	Otations	Address: 1173 B		She insp.	2nd Insp	and back
Description SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	/	285.31(a) 285.30(b)(1)(A)(lv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(ii)		-	s/9/19		
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	1	285.91(10) 285.30(b)(4) 285.31(d)		· ·			
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	1	285.32(a)(1)					
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	/	285.32(ə)(3)					
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	1	285.32(a)(5)					
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)(G) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C) 285.32(b)(1)(C) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii)					
PRETREATMENT Grease Interceptors if required for commercial		285.34(d)					
2.25.19 tank chec	k	only of	erationali erationali ed to take reslope-to dy For Co	out ,		26	٨
Det + live NO STRUCTURE		mo. Aca	dy For Co	vch.	fed	slop	L.L.

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No.	Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd insp.
	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 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) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(11) 285.32(b)(1)(E)(ii)(11) 285.32(b)(1)(E)(ii)(12) 285.32(b)(1)(E)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
	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)				
11	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	/		600		3/5/19	
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	-		maxx air			
	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(2) 285.33(a)(3)				
15	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
17	DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

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Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd Insp.
DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1)				
		285.33(a)(3)				
		285.33(a)(4)				
		285.33(a)(2)		1		
DISPOSAL SYSTEM Soil		285.33(d)(4)		1		
Substitution		203.33(0)(4)				
DISPOSAL SYSTEM Pumped		285.33(a){4}				
Effluent		285.33(a)(3)			1	
		285.33(a)(1)				
DISPOSAL SYSTEM Gravelless		285.33(a)(3)				
Pipe		285.33(a)(2)			1	
	1	285.33(a)(4)				
	1	285.33(a)(1)				
DISPOSAL SYSTEM Mound		285.33(a)(3)		1		
		285.33(a)(1)				
		285.33(a)(2)				
		285.33(a)(4)				
					+	
DISPOSAL SYSTEM Other		285.33(d)(6)				
(describe) (Approved Design)		285.33(c)(4)				
DRAINFIELD Absorptive Drainline						
3" PVC						
or 4" PVC	-					
DRAINFIELD Area Installed						
ORAINFIELD Level to within 1 inch						
per 25 feet and within 3 inches		285.33(b)(1)(A)(v)				
over entire excavation		200.0010/12/1/1/1/1				
DRAINFIELD Excavation Width						
DRAINFIELD Excavation Depth						
DRAINFIELD Excavation						1000
Separation DRAINFIELD Depth of		있어요. 영상 영상 전에 있는 것이다. 같은 것이 같은 것이 같은 것이 같은 것이 같은 것이 같이 없다. 것이 같은 것이 같이 없다. 것이 같은 것이 없는 것이 있 같은 것이 같은 것이 없다. 한 것이 없이 없이 없이 없이 없이 없이 없이 없이 없이 않는 것이 없이				
Porous Media		안녕한 방송 없는 말한 것이다. 영				
DRAINFIELD Type of Porous					1	
Media						
and the second						
DRAINFIELD Pipe and Gravel -		285.33(b)(1)(E)				
Geotextile Fabric in Place		200.30(0)(1)(L)				
DRAINFIELD Leaching Chambers		and the same station of the same state of the sa				
DRAINFIELD Chambers - Open						
End Plates w/Splash Plate,						
Inspection Port & Closed End		285.33(c)(2)				
Plates In Place (per						
manufacturers spec.)						
LOW PRESSURE DISPOSAL						
SYSTEM Adequate Trench Length						
& Width, and Adequate		285.33(d)(1)(C)(i)				
Separation Distance between		enn.na(a)(r)(c)(i)				
Trenches	1				1	1
	1			1		1

No.	Description,	Anwper	Citations	Notas	1st Insp.	2nd Insp.	3rd Insp.
OFFICE ACUAL AND	FLUENT DISPOSAL SYSTEM Utilized hy by Single Family Dwelling FRUENT DISPOSAL SYSTEM popgraphic Slopes 2.0% EFFLUENT DISPOSAL SYSTEM lequate Length of Drain Field (1000 hear ft. for 2 bedrooms or Less an additional 400 ft. for each ditional bedroom) FLUENT DISPOSAL SYSTEM Lateral epsth of 18 inches to 3 ft. & Vertical reparation of 1ft on bottom and 2 ft. to strictive horizon and ground water spectfully FLUENT DISPOSAL SYSTEM Lateral ain Pipe (1.25 - 1.5° dia.) & Pipe bles (3/16 - 1/4° dia. Hole Size) 5 ft. part	/	285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)		3	s/s/19	
A	EROBIC TREATMENT UNIT Is erobic Unit Installed According Approved Guidelines.	1	285.32(c)(1)				, 11 , 12
Ir	EROBIC TREATMENT UNIT spection/Clean Out Port &						· · · · · · · · · · · · · · · · · · ·
	EROBIC TREATMENT UNIT econdary restrator system rovided AEROBIC TREATMENT INIT Riser permanently fastened o lid or cast into tank EROBIC TREATMENT UNIT Riser ap protected against nauthorized intrusions	1					
C	EROBIC TREATMENT UNIT hiorinator Properly Installed with Chlorine Tablets in Place.	1		-			
P a a c P P L F A V F H	UMP TANK Is the Pump Tank an pproved concrete tank or other cceptable materials & onstruction PUMP TANK Sampling Port Provided in the Treated Effluent ine PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
	PUMP TANK Inspection/Clean Dut Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized Intrusions						
	PUMP TANK Secondary restraint system provided						

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C.L.S.				-	
Γ	PUMP TANK Electrical				
	Connections in Approved				
39	Junction Boxes / Wiring Buried	1			

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No.	Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd trap.
	APPLICATION AREA Distribution Pipe, Fitting, Sprinklar Heads & Valve Covers Color Caded Purple?		285.33(d)(2)(G)(iii)(ii)285.3 3(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)(ii) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iii)(i)	•		3/5/19	
41	APPLICATION AREA Low Angle. Notates 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)	No to take out too much slope ow spray area.	· · · ·		
42	APPLICATION AREA Ania Installed PUMP TANK Meets Minimum Reserve Capacity Requirements						1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

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staller Name: Paul S	way	en	OSSF Installer #: 050024	23	8		
1st Inspection Date: 2.2	5.19	2nd Inspection Date					
Inspector Name: S. Helm	ke	Inspector Name:	Inspe	ector N	ame:		
Permit#: 108340			ddress: 1173 Brook Vi	00	- Man	Jamal	& boor us
Description	Anwser	Citations	Notes	~~~	Urt Insp.	2nd insp.	3rd Insp.
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	1	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)			s/ 5 /19		
SITE AND SQIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	1	285.91(10) 285.30(b)(4) 285.31(d)					
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	1	285.32(a)(1)					
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	1	285.32(a)(3)					
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	1	285.32(a)(5)					
PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements PRETREATMENT Grease Interceptors if required for commercial		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)(C)(i) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(i) 285.32(b)(1)(C) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii)			•		

tank check only set + level

operational v weed to take out more slope-too much. Ready For Cover.

NO STRUCTURES

No. Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
SEPTIC TANK Tank(s) Clearly		285.32(b)(1)(E)				
Marked SEPTIC TANK If		285.91(2)		1		
SingleTank, 2	1 1	285.32(b)(1)(F)			l l	
Compartments Provided with		285.32(b)(1)(E)(iii)		1		
Baffle SEPTIC TANK Inlet Flowline	e	285.32(b)(1)(E)(ii)(ii)		1		
Greater than		285.32(b)(1)(E)(ii)(i)				
3" and " T " Provided on Inlet an	4) (t	285.32(b)(1)(E)(i)		ļ		
Outlet		285.32(b)(1)(D)				
SEPTIC TANK Septic Tank(s) Mee	t	285.32(b)(1)(C)(ii)				
Minimum Requirements		285.32(b)(1)(C)(i)				
		285.32(b)(1)(B)				
		285.32(b)(1)(A)			1	
		285.32(b)(1)(E)(iv)				
			·			
ALL TANKS Installed on 4" Sand						
Cushion/ Proper Backfill Used		285.32(b)(1)(F)				
		285.32(b)(1)(G)				
		285.34(b)			1	
9						
SEPTIC TANK Inspection / Clean Out Port & Risers Provided on						
Tanks Buried Greater than 12"					1	
Sealed and Capped		285.38(d)		1		
Sealed and Capped				r I	l	
10						
SEPTIC TANK Secondary restrain	t					
system provided				}	1	
SEPTIC TANK Riser permanently						Į
fastened to lid or cast into tank					ļ	
SEPTIC TANK Riser cap protected		285.38(d)				
against unauthorized intrusions		285.38(e)				ł
11				1		1
SEPTIC TANK Tank Volume						
Installed						i.
PUMP TANK Volume Installed						
13						
AEROBIC TREATMENT UNIT Size					, 1	
Installed			100		3/5/19	
	-		600	1	1.1.1	
AEROBIC TREATMENT UNIT						
Manufacturer						
AEROBIC TREATMENT UNIT			The area A.			
Model	-		maxy air			
Number	1			1		
15	-	205 22/-1/41			1	ļ
DISPOSAL SYSTEM Absorptive		285.33(a)(4)				
		285.33(a)(1)		1		
		285.33(a)(2) 285.33(a)(3)				
DISPOSAL SYSTEM Leaching		285.33(a)(3) 285.33(a)(1)				
Chamber		285.33(a)(1) 285.33(a)(3)				
		285.33(a)(4)				
ł i		285.33(a)(4) 285.33(a)(2)				
17						1
DISPOSAL SYSTEM Evapo-		285.33(a)(3)			Į.	
transpirative		285.33(a)(4)				i
P		285.33(a)(1)				
18		285.33(a)(2)		1		1

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No.	Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd insp.
	DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1)				
			285.33(a)(3)				
			285.33(a)(4)				
			285.33(a)(2)			1	
19	Ŷ						
	DISPOSAL SYSTEM Soil		285.33(d)(4)		1		
20	Substitution		203.33(0)(1)				
	DISPOSAL SYSTEM Pumped		285.33(a)(4)	}			
	Effluent		285.33(a)(3)			1	1
21			285.33(a)(1)				1
21	DISPOSAL SYSTEM Gravelless		285.33(a)(3)				
	Pipe		285.33(a)(2)			ł	
	ripe		285.33(a)(4)				
			285.33(a)(1)		1		
22			203.33(8)(1)				
	DISPOSAL SYSTEM Mound		285.33(a)(3)				
		1	285.33(a)(1)				
			285.33(a)(2)			l l	
			285.33(a)(4)				
23							
	DISPOSAL SYSTEM Other		285.33(d)(6)				
	(describe) (Approved Design)	1	285.33(c)(4)				1
24	1						
	DRAINFIELD Absorptive Drainline				1		
	3" PVC						ļ
	or 4" PVC						1
25	DRAINFIELD Area Installed						
26	DRAINFIELD Area Histalied						
	DRAINFIELD Level to within 1 inch						1
	per 25 feet and within 3 inches						
	over entire excavation		285.33(b)(1)(A)(v)		1		
27							
27	DRAINFIELD Excavation Width						<u> </u>
	DRAINFIELD Excavation Depth						
	DRAINFIELD Excavation						
	Separation DRAINFIELD Depth of						4 A.
	Porous Media					-	
	DRAINFIELD Type of Porous				{	1.	
	Media						
	ineald						
	No. 1						
28				1			
	DRAINFIELD Pipe and Gravel -						
-	Geotextile Fabric in Place		285.33(b)(1)(E)				
29							
	DRAINFIELD Leaching Chambers						
	DRAINFIELD Chambers - Open			1	1		
1	End Plates w/Splash Plate,					ł	
	Inspection Port & Closed End		285.33(c)(2)	1			
	Plates in Place (per						
	manufacturers spec.)			ļ			
30					1		
130	LOW PRESSURE DISPOSAL						
	SYSTEM Adequate Trench Length					1	
	& Width, and Adequate						
1			285.33(d)(1)(C)(i)				
ł				,			
	Separation Distance between Trenches						

e. Description	Anwser	Citations	Notes	Let Irap.	2nd Insp.	2rd Incp.
EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Uinear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart	1	285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)		3	3/5/10	
AEROBIC TREATMENT UNIT IS	: 1					
Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
	1 - B	· · · · · · · · · · · · · · · · · · ·		_	1	7
AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided						1 10
AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened						
to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against						
unauthorized intrusions		2				
AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	No.				27.	
PUMP TANK is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
PUMP TANK inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions			•			
PUMP TANK Secondary restraint system provided						

Connections in Approved Junction Boxes / Wiring Buried	Г	PUMP TANK Electrical				
39 Junction Boxes / Wiring Buried		Connections in Approved			1	1
	39	Junction Boxes / Wiring Buried				

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No.	Description	Anwser	Citations	Notes	1st insp.	2nd insp.	Jed Imp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II)285.3 3(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(1)	· · ·		3/5/19	
41	APPLICATION AREA Low Angle Notales 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)	wo to take out too much slope ow spray area.			
42	APPLICATION AREA Area Installed	A Control of the cont					1994 1994 1994 1994 1994 1994 1994 1994
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

	C	· · · · · · · · ·	Environmental spection Sheet			२ २. १	çı çı
Installer Name: Paul S	waye		OSSF Installer #:		38		······································
1st Inspection Date: 2.2			ate:				
Inspector Name: S. Helm	Jei	Inspector Name:		inspector I			
10441 0			Address: 1173 Br			Jamal	ewood She
Permit#: 1000 40	Anwser	Citations	Address: 1110 IX	vor val	Ut insp.	2nd Insp.	3rd insp.
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)(ii) 285.30(b)(1)(A)(i)					
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31{d)					
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)					
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot		285.32(a)(3)					
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)			2002 - Sig i 2003 - Si S i Pano in J		
PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements	25	35.32(b)(1)(G)285,32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(G)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C) 285.32(b)(1)(C) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(ii)(I)					
5		- 1- 1.					
PRETREATMENT Grease Interceptors if required for commercial		285. 3 4(d)					

2.25.19 tank check only set + level NO STRUCTURES

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No. Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd Insp.
SEPTIC TANK Tank(s) Clearly		285.32(b)(1)(E)				
Marked SEPTIC TANK If		285.91(2)		1		
SingleTank, 2		285.32(b)(1)(F)				
Compartments Provided with		285.32(b)(1)(E)(iii)				
Baffle SEPTIC TANK Inlet Flowline		285.32(b)(1)(E)(ii)(II)				
Greater than 3" and " T " Provided on Inlet and		285.32(b)(1)(E)(ii)(l)				
Outlet		285.32(b)(1)(E)(i)				
SEPTIC TANK Septic Tank(s) Meet		285.32(b)(1)(D)				
Minimum Requirements		285.32(b)(1)(C)(ii)			1	
		285.32(b)(1)(C)(i) 285.32(b)(1)(B)				
		285.32(b)(1)(A)				
		285.32(b)(1)(E)(iv)				
8 ALL TANKS Installed on 4" Sand						
Cushion/ Proper Backfill Used		285.32(b)(1)(F)				
		285.32(b)(1)(G)				
		285.34(b)				
9 SEPTIC TANK Inspection / Clean					<u> </u>	
Out Port & Risers Provided on					1	
Tanks Buried Greater than 12"						
Sealed and Capped		285.38(d)				
SEPTIC TANK Secondary restraint						
system provided						
SEPTIC TANK Riser permanently						
fastened to lid or cast into tank						
SEPTIC TANK Riser cap protected		205 20(4)				
against unauthorized intrusions	1	285.38(d) 285.38(e)				
11		203.30(0)				
SEPTIC TANK Tank Volume						
Installed						
PUMP TANK Volume Installed						
13						
AEROBIC TREATMENT UNIT Size				-		
Installed			100]		
	a -	-	600			
AEROBIC TREATMENT UNIT		l		+	+	
Manufacturer					İ	
AEROBIC TREATMENT UNIT			maxy air		1	
Model						
15 Number						
DISPOSAL SYSTEM Absorptive	-	285.33(a)(4)		1		
		285.33(a)(1)				
		285.33(a)(2)				
16		285.33(a)(3)				
DISPOSAL SYSTEM Leaching		285.33(a)(1)				
Chamber		285.33(a)(3)				
		285.33(a)(4)				
17		285.33(a)(2)			L	
DISPOSAL SYSTEM Evapo-		285.33(a)(3)		1		
transpirative	1	285.33(a)(4)				
		285.33(a)(1)				
18		285.33(a)(2)		L	<u> </u>	l

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No		Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd Insp.
	DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1)				
			285.33(a)(3)				
			285.33(a)(4)				
			285.33(a)(2)				-
19	DISPOSAL SYSTEM Soil						
	Substitution		285.33(d)(4)]	
20				······································			
	DISPOSAL SYSTEM Pumped		285.33(a)(4)				
	Effluent		285.33(a)(3)				d.
21			285.33(a)(1)				4 ¹
	DISPOSAL SYSTEM Gravelless		285.33(a)(3)				
	Pipe		285.33(a)(2)			i i	
			285.33(a)(4)				
			285.33(a)(1)				
22							
	DISPOSAL SYSTEM Mound	·	285.33(a)(3)				1
			285.33(a)(1)				1. A. Az
		1 - 1 - L	285.33(a)(2)		1		
23			285.33(a)(4)		1	ŀ	
23	DISPOSAL SYSTEM Other				+	<u> </u>	
	(describe) (Approved Design)		285.33(d)(6)				
	(accouncy (ubbioacd pesiBil)		285.33(c)(4)				
24						ļ	
	DRAINFIELD Absorptive Drainline						
	3" PVC						j.
25	or 4" PVC						4.
	DRAINFIELD Area Installed		······································		T	1	
26						<u> </u>	
	DRAINFIELD Level to within 1 inch						
	per 25 feet and within 3 inches		285.33(b)(1)(A)(v)			1.	*
	over entire excavation						
27	<u>.</u>					Ļ	
	DRAINFIELD Excavation Width						
	DRAINFIELD Excavation Depth	- S. 24	×				
	DRAINFIELD Excavation				-		
	Separation DRAINFIELD Depth of					1	
	Porous Media						
	DRAINFIELD Type of Porous				1	.	1997 a.
	Media	т. на с					5
					1		
20	an a			4			
28	DRAINER D Died and Convet	· ·			· · · · · · · · · · · · · · · · · · ·		<u> </u>
	DRAINFIELD Pipe and Gravel -		285.33(b)(1)(E)				
29	Geotextile Fabric in Place						
	DRAINFIELD Leaching Chambers					.	
	DRAINFIELD Chambers - Open						
	End Plates w/Splash Plate,					l	
	Inspection Port & Closed End	1	285.33(c)(2)				
	Plates in Place (per	· · · ·	(*/(*)		1		
	manufacturers spec,)						
					ł		
30					-		
	LOW PRESSURE DISPOSAL				1		
	SYSTEM Adequate Trench Length						
	& Width, and Adequate		285.33(d)(1)(C)(i)			1	
	Separation Distance between						
	Trenches						
31	Balance						I

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No.	Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
1	AEROBIC TREATMENT UNIT IS Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.					27. 27. 27.	
35	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						

Comal County Environmental Health

OSSF Inspection Sheet

	PUMP TANK Electrical			
	Connections in Approved			
39	Junction Boxes / Wiring Buried			

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No.	Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II)285.3 3(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed	3.4		11.11.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.1.			
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:	108360
Issued This Date:	11/26/2018
This permit is hereby given to:	Tanglewood Series, a Series within dia Sozo, LLC

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

1173 BROOK VALLEY DR CANYON LAKE, TX 78133

Subdivision: Tanglewood Shores Unit: Lot: 73 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 County requirements.

Call (830) 608-2090 to schedule inspections.

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

Date			Permit #	108360
Owner Name Ta	nglewood Series, a Series within dia S	iozo, LLC Agent Name	Douglas R. Dowl	eam
Mailing Address	956 Military Drive	Agent Address	703 Oak Drive	
City, State, Zip	Canyon Lake, TX 78133	City, State, Zip	Blanco, TX 7860	8
Phone #	850.313.9890 (Cynthia Griffin)	Phone #	210.240.2101	
Emeil	cindy@saxetrealty.com	Email	txseptic@gmail.c	om
All corres	pondence should be sent to: D Owner	Agent 😿 Both	Method:	Mail 🔀 Email
Subdivision Nan	ne Tanglewood Shores	Unit	Lot 73	Block
Acreage/Legal	1.3023			
Street Name/Ad	dress 1173 Brook Valley Drive	City Can	yon Lake	Zip 78133
Type of Develo	pment: nily Residential Warnig	chind/Modular		RECEIVED
	Istruction (House, Mobile, RV, Elc.) House	& RV Pad		NOV 1 4 2018
Number of I				
indicate 3d	Ft of Living Area <1500			COUNTY ENGINEER
Commercia	al or Institutional Facility			
(Planning mate	erials must show adequate land area for doublin	g the required land needed	for treatment units	and disposal aree)
Type of Fac	ility			
Offices, Fac	tories, Churches, Schools, Parks, Elc Inc	dicate Number Of Occup	ants	
Restaurants	s, Lounges, Theaters - Indicate Number of S	Seats		
Hotel, Mote	I, Hospital, Nursing Home - Indicate Number	er of Beds		
Travel Trail	er/RV Parks - Indicate Number of Spaces			
Miscellaneo	ous			
Estimated Co	st of Construction: \$ 82,600 A	Structure Only)	mplete	
is any portion	of the proposed OSSF located in the Unite	d States Army Corps of	Engineers (USAC	E) flowage easement?
Yes 😡	No (If yes, owner must provide approval from US	ACE for proposed OSSF impr	overnents within the U	SACE flowage easement)
Source of Water	Public Private Well			
Are Water Savin	g Devices Being Utilized Within the Reside	nce? 🔀 Yes 🔲 No		
The completed a facts. Authorization is site/soil evaluation	plication, I certify that: application and all additional information submitte hereby given to the permitting authority and des on and inspection of private sewage facilities	ignated agents to enter up	on the above descrit	bed property for the purpose of
by the Comel C	t a permit of authorization to construct will not b ounty Flood Damage Prevention Order. Insent to the online posting/public release of my			
Signature of C	M april	10-18	- (8	Signi
Signature of (JAN 101	Udle		Date

195 David Jonas Dr., New Braunteis, Texas 78132-3760 (830) 608-2090 Fax (830) 608-2078

Revised July 2018

	COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH * * *
REVISED	APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE
1:56 pm, Feb 25, 2019	
Planning Materials & Site E	Evaluation as Required Completed By Douglas R. Dowlearn
System Description Aerob	vic with spray distribution
Size of Septic System Req	uired Based on Planning Materials & Soil Evaluation
Tank Size(s) (Gallons) 600	0 gpd Absorption/Application Area (Sq Ft) 3478 required
Gallons Per Day (As Per T	CEQ Table III) 220
(Sites generating more than 5	000 gallons per day are required to obtain a permit through TCEQ.)
Is the property located over	r the Edwards Recharge Zone?
	must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))
	approved WPAP for the property? Yes X No
(If yes, the R.S. or P.E. shall c	certify that the OSSF design complies with all provisions of the existing WPAP.)
If there is no existing WPAI	P, does the proposed development activity require a TCEQ approved WPAP? 🔲 Yes 😿 No
(If yes, the R.S. or P.E. shall on be issued for the proposed OS	certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not SSF until the proposed WPAP has been approved by the appropriate regional office.)
Is the property located over	r the Edwards Contributing Zone? 😿 Yes 🔲 No
Is there an existing TCEQ a	approval CZP for the property? 🔲 Yes 😿 No
(If yes, the P.E. or R.S. shall o	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 R.S. or P.E. shall o	certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be i until the CZP has been approved by the appropriate regional office.)
Is this property within an in	corporated city? 🗌 Yes 😿 No
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.

	You,	Long	Som	cont. S.
Signature of I	Design	er		

2/25/19 Date AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL STATE OF TEXAS



205

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.

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 cartain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidevit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidevit 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.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §265.91(12) will be installed on the property described as (Insert legal description): _____ RECEIVED

NOV 1 4 2018

COUNTY ENGINEER

Lot 73, Tanglewood Shores Subdivision

The property is owned by (insert owner's full page) dia Sozo, LLC

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.

1255

DAY OF WITNESS BY HAND(S) ON THIS

Owner(s) signature(s)

tio

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 150 Der

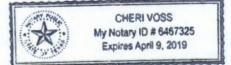
Griff

20 /8 In

1

Notary Public, State of Texas

Notary's Printed Name: ______





This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

NOV 1 4 2018

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 10/19/2018 04:06:25 PM TERRI 2 Page(s) 201806041268

Created 7/27/15



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

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

	Castomer: Tangiewood Series, LLC	A
PROPERTY LEGAL DESCRIPTION:	Site Address: 1173 Brook Valley Drive)
Lot 73, Tanglewood Shores	City/State: Canyon Lake, TX	Zip: 78133
	County: Comal Permit#:	
	Phone Number:	
	E-mail:	

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between <u>Tanclewood Series. LLC</u>, (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to reader services, as described herein (the "Services"), and the client agrees to fulfill his/her/their responsibilities under this agreement herein.

II. Effective Dates: This agreement commences on the date of License to Operate is issued for Three (3) years. NOV 1 4 2018

Date of License to Operate: LTO Last Date of Service: 3 yrs from LTO

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

- 1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
- Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
- Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
- 4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
- 5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.
- IV. Payment(s): Client shall pay to Contractor included W/ Septic for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section DX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or parties thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent juriadiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client:

Contractor:

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

NOV 1 4 2018

- 1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
- 2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
- 3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for opsite sewage facilities from the State and local regulatory agency.
- To maintain the OSSF in accordance with manufacturer's recommendations.
 To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
- 6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
- 7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
- 8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS") that may be required on the OSSF.
- 9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
- 10. To provide, at Client's expense, for pumping of tanks as anoded.
- 11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
- 12. To promptly and fully pay Contractor's bills, flues, or inveices as described herein.
- VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excevated soil.
- Application or Transfer of Payment: The fors paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement anthorizing Contractor to perform the above-VII. described Services, and accepting Client's responsibilities. The replacement Agreement snust be signed and received within 30 days of transfer of ownership. Contractor will apply all fends received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor
- VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be dee within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agoncy of the termination.
- IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.
- X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.
- XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not mat, then Contractor is from any obligation to perform any portion of this agreement.
- XII. Modification. This Agreement may not be changed or modified encost by an instrument in writing, signed by both Contractor and Client.
- XIII. Waiver. Except as otherwise noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a concent to or waiver of any subsequent breach hereof.
 Client:

Contractor: 165

NOV 1 4 2018

- XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
- GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE XV. EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS - SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.
- XVI. JURY TRIAL WAIVER. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT. THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN THE EVENT OF LITIGATION. THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER Approved by Contractor: Approved by Client: in as Manazing Membe CUM Guiff

- XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.
- XVIII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
- XIX. Counsel. Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.
- XX. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

Client:

Contractor:

REVISED

1:56 pm, Feb 25, 2019

OSSF SOIL EVALUATION REPORT INFORMATION

Date: 2/25/19 Applicant Information: Name: Tanglewood Series, a Series within dia Sozo, LLC c/o Cynthia Griffin Address: 956 Military Drive City, State & Zip Code: Canyon Lake, TX 78133 Phone: 850.313.9890 Email: cindy@saxetrealty.com

Site Evaluator Information:

Name: Douglas R. Dowlearn Company: D.A.D. Services, Inc. Address: 703 Oak Drive City, State & Zip: Blanco, TX 78606 Phone: (210)240-2101 Fax: (866)260-7687 Email: txseptic@gmail.com

Property Location: Lot: 73 Subdivision: Tanglewood Shores Street/Road Address: 1173 Brook Valley Drive City: Canyon Lake Zip: 78133 Additional Info: Comal County/1.302 Acres

Installer Information: Name: Company: Address: City, State & Zip: Phone: Fax:

Depth	Texture Class	Soil Texture	Structure (For Class III – blocky, platy or massive)	Drainage (Mottles/Water Table	Restrictive Horizon	Observation
Soil Boring #1 60"	ш	0-12" Clay Loam 12"+ Limestone	Blocky	<30% Gravel	12"+ Limestone	None
Soil Boring #2 60"		Same as above				

DESIGN SPECIFICATIONS

Application Rate (RA): 0.064 OSSF is designed for: 2 BR (<1500 sq. ft.) & RV Pad 220 Gallons per day required An aerobic treatment/spray disposal system is to be utilized based on the site evaluation. 3478 sq. ft. disposal area required 600 gallon/day aerobic tank required Calculations: Absorption Area: Q/RA= 220/0.064= 3478 Sq. Ft.

FEATURES OF SITE AREA

Presence of 100-year flood zone: Yes Existing or proposed water well in nearby area: NO Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator: NAME: Douglas R. Dowlearn, R.S.

Signature:

Conflict Charles.

License No. OS9902 - Exp. 6/30/2020 TDH: #2432 - Exp. 2/28/2019



6 pm, Feb 25, 2019 DOUG DOWLEARN 703 OAK DRIVE, BLANCO, TX 78606 Designed for: Tanglewood Series, a Series within dia Sozo, LLC c/o Cynthia Griffin

The installation site is on Lot 73 of the Tanglewood Shores Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 2 Bedroom (<1500 sq. ft.) residence & a RV pad. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is through 2 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying a radius of 35 feet at <40 psi. Each sprinkler will spray with 180 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 220 gpd Application rate: 0.064 Application area required: 220/.064 = 3478 ft. sq. Application area utilized: 3703 sq. ft. Pump tank reserve capacity: 110 gal minimum



SYSTEM COMPONENTS:

SCH 40 PVC sewer line 1" purple PVC supply line 600 gpd aerobic treatment plant with timed controls and a battery backup set to spray between midnight and 5:00 a.m. Liquid chlorinator 2 K-Rain Gear Driven Pop-up Sprinkler Pre-tank and 768 gallon pump tank

LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the spray must be covered with a ground cover such as grass seed or sod prior to the final inspection. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

REVISED 1:55 pm, Feb 25, 2019

Tanglewood Series, a Series within dia Sozo, LLC c/o Cynthia Griffin 1173 Brook Valley Drive Canyon Lake, TX 78133 Lot 73 25/1 215160 Tanglewood Shores **Comal County** 1" = 60' * = test holes OSSF setback 410.53 165.7 approx 948 elev. FLOOD PLAIN flowage easement ZONE AE NO. 4809100095F 10' OSSF setback Potters Creek 905 Brook Valley Drive Ν setback 1500 600 GRD aerobic treatment 318.29 D'O pad 3" or 4" SCH 40 pipe from bldg & RV pad to OSSF unit driv 1" SCH 40 to all spray heads total spray area = 3703 sf Note: water line will be sleeved in SCH 40 under drive and 10' beyond, (& also where it is < 10' from the sewer line) to provide equivalent protection for OSSF requirements of TAC 285

Douglas R. Dowlearn D.A.D. Services, Inc. 703 Oak Drive Blanco, TX 78606 (210)240-2101 <u>txseptic@gmail.com</u>

October 22, 2018

Comal County Engineer's Office 195 David Jonas Drive New Braunfels, TX 78132

RE: 1173 Brook Valley Drive, Lot 73, Tanglewood Shores.

To Whom It May Concern:

I am requesting a variance for the placement of a spray disposal area 10 feet from the property line, but less than 20 feet from the property line as Comal County regulations require. This variance is requested due to limited space. This setback complies with TCEQ CHAPTER 285 rules Table X. requirements. Equivalent protection will be maintained by including a battery backup to the timer clock to assure sprayers only spray during the predawn hours. In my professional opinion this variance will not pose a threat to the environment or public health.

If there are any questions or concerns, please contact me at 210.240.2101 or by email at <u>txseptic@gmail.com</u>.

Sincerely,

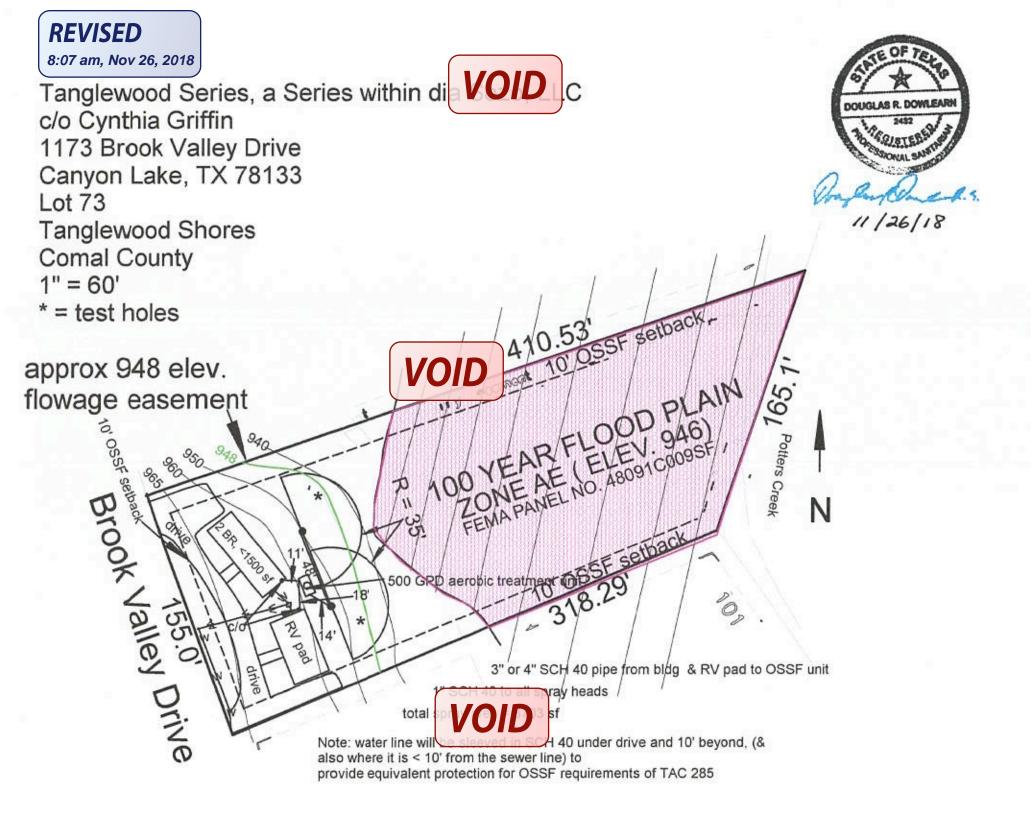
and and

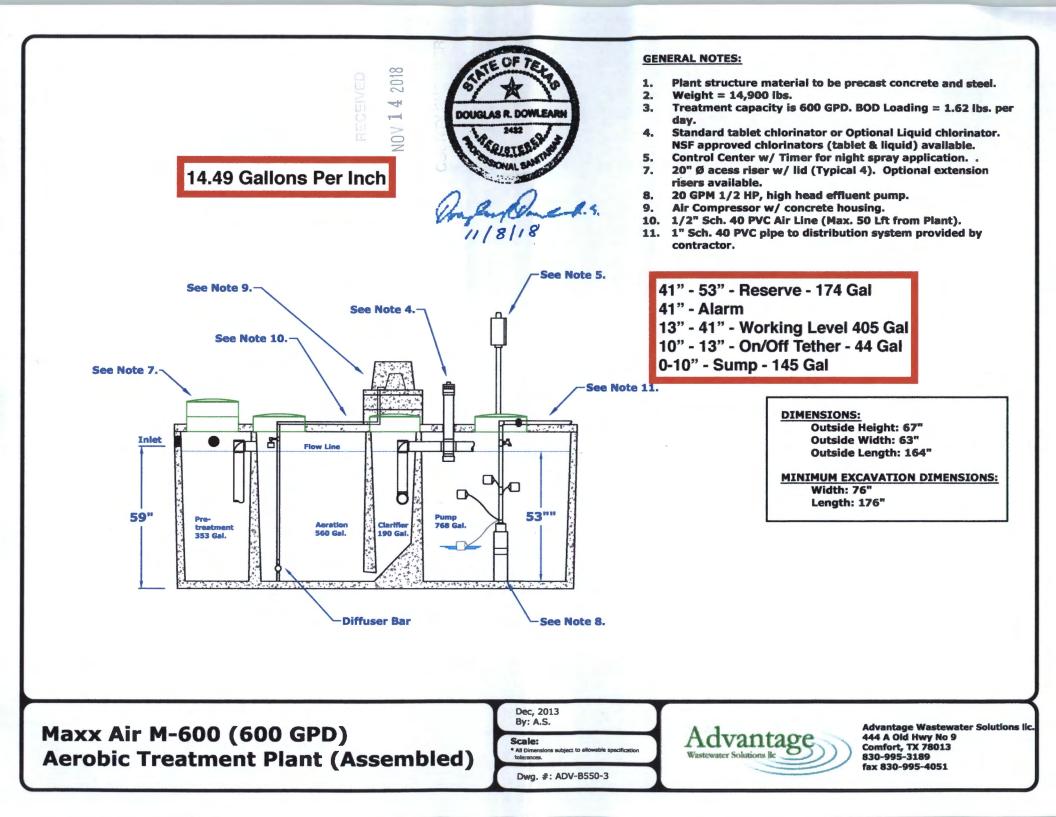
Douglas R. Dowlearn, R.S.



RECEIVED

10/22/18





Hernandez, Sandra

From:	Hernandez, Sandra
Sent:	Wednesday, November 21, 2018 11:19 AM
То:	'doug dowlearn'
Subject:	108360 deficiency comment

RE: Tanglewood Shores, Lot 73

Doug,

We received planning materials for the referenced permit application on November 14, 2018 and found those planning materials to be deficient. In order to continue processing this permit, we need the following information:

The referenced permit indicates that the waterline will be SCH 80 or sleeved in SCH 40 where it is less than 10 feet from the sewer line, but SCH 80 only applies as equivalent protection for sewer lines located underneath surface improvements. SCH 80 is not considered equivalent protection for waterline/sewer line crossing. Please revise the note on the site plan accordingly and resubmit.

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

Thank you, Sandra

Planning Materials & Site Evaluation as Required Completed By Douglas R. Dowleam System Description Aerobic with spray distribution Size of Septic System Required Based on Planning Materials & Soil Evaluation Tank Size(s) (Gallons) 500 gpdfAbsorption/Application Area (Sq Ft) 3478 required Gallons Per Day (As Per TCEQ Table III) 220 (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 will comply with all provisions of the existing WPAP.) If there is no existing WPAP, does the proposed (] WPAP has been approved by the appropriate regional office.) Is the property located over the Edwards Contributing Zone? [] Yes [] No (If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the existing WPAP. A Permit to Construct will not be issued for the property located over the Edwards Contributing Zone? [] Yes [] No (If yes, the R.S. or P.E. shall certify that the OSSF design complies with all provisions of the existing C2P.) If there is no existing TCEQ approval C2P 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 C2P.) If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP. A Permit to Construct will not be issued for the proposed OSSF until the OSSF design will comply with all provisions of the existing C2P.) If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP. A Permit to Construct will not be issued for the proposed OSSF until the OSSF design will comply with all provisions of the existing C2P.) If there is no existing CZP, does the proposed devel	* * * COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH * * * APPLICATION FO ON-SITE S VOID NO LICENSE TO OPERATE						
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If yes, indicate the city:	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

10/18/18 Date

Page 2 of 2

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Date: 10/22/18 Applicant Information: Name: Tanglewood Series, a Series within uia Sozo, LLC c/o Cynthia Griffin Address: 956 Military Drive City, State & Zip Code: Canyon Lake, TX 78133 Phone: 850.313.9890 Email: cindy@saxetrealty.com

Property Location: Lot: 73 Subdivision: Tanglewood Shores Street/Road Address: 1173 Brook Valley Drive City: Canyon Lake Zip: 78133 Additional Info: Comal County/1.302 Acres **Site Evaluator Information: Marcel Douglas R. Dowlearn Company:** D.A.D. Services, Inc. **Address:** 703 Oak Drive **City, State & Zip:** Blanco, TX 78606 **Phone:** (210)240-2101 **Fax:** (866)260-7687 **Email:** txseptic@gmail.com

Installer Information: Name: Company: Address: City, State & Zip: Phone: Fax:

Observation Depth Texture Soil Texture Structure (For Drainage Restrictive Class Class III - blocky, (Mottles/Water Horizon platy or massive) Table 12"+ Soil Boring #1 III 0-12" Clay Loam <30% Gravel None Blocky 12"+ Limestone Limestone 60"

Soil Boring #2 60"

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FEATURES OF SITE AREA

Presence of 100-year flood zone: Yes Existing or proposed water well in nearby area: NO Presence of adjacent ponds, streams, water impoundments: NO Presence of upper water shed: NO Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator: NAME: Douglas R. Dowlearn, R.S.

Signature:

Onghand and s.



License No. OS9902 - Exp. 6/30/2020 TDH: #2432 - Exp. 2/28/2019

NOV14 2018

A. L. C. V.CD

COUNTY ENC ER



703 OAK DRIVE, BLANCO, TX 78606 Designed for: Tanglewood Series, a Series within dia Sozo, LLC c/o Cynthia Griffin

The installation site is on Lot 73 of the Tanglewood Shores Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 2 Bedroom (<1500 sq. ft.) residence & a RV pad. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 500 gpd aerobic treatment plant. The aerobic tank effluent flows to a 750 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution with low angle (13 degrees) spring **VOID** in g a radius of 35 feet at <40 psi. Each sprinkler will spray with 1 monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 220 gpd Application rate: 0.064 Application area required: 220/.064 = 3478 ft. sq. Application area utilized: 3703 sq. ft. Pump tank reserve capacity: 110 gal minimum



s ould consist of low level shrubs,

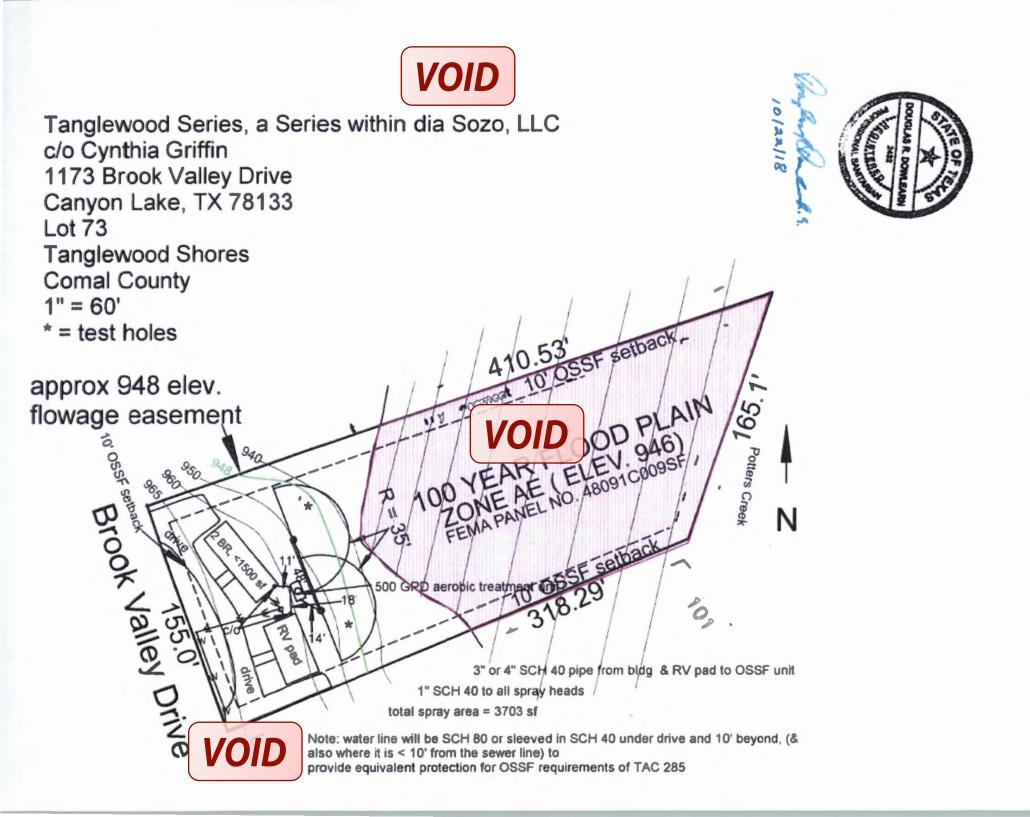
SYSTEM COMPONENTS:

SCH 40 PVC sewer line 1" purple PVC supply line 500 gpd aerobic treatment plant with timed controls and a battery backup set to spray between midnight and 5:00 a.m. Liquid chlorinator 2 K-Rain Gear Driven Pop-up Sprinkler Pre-tank and 750 gallon pump tank

LANDSCAPING:

The native vegetation in the distribut

plains grass, bluestem or bermuda. The entire area of the spray must be covered with a ground cover such as grass seed or sod prior to the final inspection. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.





201706041820 09/11/2017 03:26:04 PH 1/3

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 from CYNTHIA M. GRIFFIN to TANGLEWOOD SERIES, a Series within dia Sozo, LLC.

Date: 2010 publics 11, 2017

Grantor: CYNTHIA M. GRIFFIN

RECEIVE

NOV 1 4 2018

Grantor's Mailing Address: 956 Military Dr., Canyon Lake. Texas 78133

Grantee: TANGLEWOOD SERIES, a Series within dia Sozo, LLC

Grantee's Mailing Address: 956 Military Dr., Canyon Lake. Texas 78133

Consideration:

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

Property: (including any improvements):

Lot 72, TANGLEWOOD SHORES, a subdivision in COMAL COUNTY, TEXAS, according to the plat thereof on file in the Office of the County Clerk of Comal County, Texas in Vol. 4, Page 63, Plat Records of Comal County, Texas, and being the same property conveyed to Cynthia Marie Griffin by deed dated December 10, 2010, and recorded in Document No. 201006041799 of the real property records of Comal County, Texas.

Lot 73, TANGLEWOOD SHORES SUBDIVISION, Comal County, Texas, according to map or plat thereof recorded in Volume 4, Page(s) 63, of the Map and Plat Records of Comal County, Texas, and being part of the properties conveyed to Cynthia M. Griffin by deed dated October 29, 2010, and recorded in Document No. 201006037170 of the real property records of Comal County, Texas.

Lots 74 and 75, TANGLEWOOD SHORES, a subdivision in Comal County, Texas, according to map or plat thereof recorded in Volume 4, Page(s) 63, of the Map and Plat Records of Comal County, Texas, and being the same property conveyed to Cynthia M. Griffin by deed dated September 17, 2012, and recorded in Document No. 201206033080 of the real property records of Comal County, Texas.

Reservations from Conveyance: None.

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Exceptions to Conveyance and Warranty: All presently recorded restrictions, reservations, easements, covenants and conditions that affect the property; taxes for the year 2017, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

These exceptions do not constitute an acknowledgement of the existence or viability of any of the foregoing, nor a ratification, adoption or reviver of any expired or terminated interest.

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.

THE STATE OF TEXAS COUNTY OF COMAL

This instrument was	acknowledged before me on this the day of 2017, by CYNTHIA M. GRIFFIN.
MAYRA A PRADO NOTARY PUBLIC STATE OF TEXAS MY COMM. EXP. 3/10/20 NOTARY ID 13057976-5	NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO: BRENTLY W. FREE, LLC P. O. Box 310953 New Braunfels, Texas 78131 PREPARED IN THE LAW OFFICES OF: BRENTLY W. FREE, LLC P. O. Box 310953 New Braunfels, Texas 78131



RECEIVED

COUNTY ENGINER

This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

nd Recorded ecords County Clerk PH Bobbie Keepp

COUNTY OF COMAL

COUNTY ENGINEER'S OFFICE

	OSSF DEVELO	PMENT APPL	ICATION	CHECKLIST
--	-------------	------------	---------	-----------

		and the second second	
Staff	complete	shaded	

items Date	Received	Initials

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 COEIVED Application Checklist must accompany the completed application.

OSSF Permit

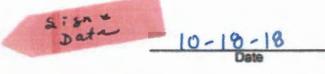
- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to
 Operate
- X Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- X Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- X Required Permit Fee
- X Copy of Recorded Deed
- X Surface Application/Aerobic Treatment System
 - X Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - X Signed Maintenance Contract with Effective Date as Issuance of License to Operate
- NA Portion of Proposed OSSF Located in the United States Army Corps of Engineers (USACE) Flowage Easement

N/A_USACE Consent for proposed OSSF

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

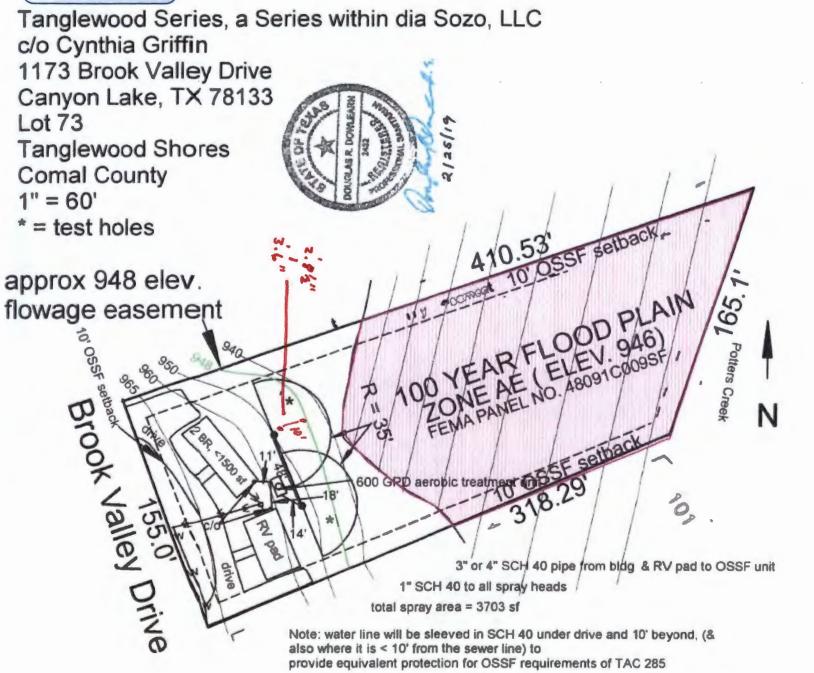
COMPLETE APPLICATION Check No. Receipt No.



INCOMPL	ETEAP	PLICATIC	N

(Missing Items Circled, Application Refused)

REVISED 1:55 pm, Feb 25, 2019



2

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

Permit #: 108360

To: Cindy Griffin 1173 Brook Valley Canyon Lake, TX 78133		Tech: Not Assigned Brand/Mfg: MAXX AIR - System S/N: Aerator and S/N:					
Site: 1173 Brook Valley, Ca Agency: Comal County	inyon Lake			Installed: Phone	(850) 313-9890	Inspections	0/2019 - 4/30/2022 per year: 3 e: 8/30/2019
County: Subdivision: Tanglewood Shores				Cell: Work:		Alt Phone: Warranty End	ting:
Inspection Type:		Inspection	# of	for th	ne contract yea	r	
Item Aerator: Irrigation pump: Air compressor:	Operationa	al li	noperative	N/.	A		
Disinfection device: Chlorine supply: Spray field vegetation: Sprinkler / Drip backwash:				-		•	
Photocell Test: Autodialer: Water Meter Reading:	CFM:		PSI:				
Test Results and observation Fecal Coliform: Chlorine Residual: Test Method: BOD: TSS: Commercial Lab: Date Submitted:		ired)					
Repairs made: Y / N Repairs and Comments:	GAT68	LuckLD	Nº A	ccæ55	• • • •		
Inspector:			Date: _				
				Area: /0 GPS:		ID = 706	Printed 8/27/2019

1173 Brook Valley, Canyon Lake



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

MP#0001708 CHRISTOPHER RYAN SEIDENSTICKER

	Customer: Cindy Griffin	
PROPERTY LEGAL DESCRIPTION:	Site Address: 1173 Brook Valley	
	City/State: Canyon Lake, TX	 Zip : 78133
	County: Comal Permit	# : 108360
	Phone Number: <u>850.313.9890</u>	
	E-mail: cindy@saxetrealty.com	

- I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between
 Cindy Griffin
 (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services"),
 and the client agrees to fulfill his/her/their responsibilities under this agreement herein.
- II. Effective Dates: This agreement commences on the date of License to Operate is issued for Three (3) years.

Date of License to Operate: 4.30.2019 Last Date of Service: 4.30.2023

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

- 1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
- 2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
- 3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
- 4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
- 5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.
- IV. Payment(s): Client shall pay to Contractor included with install _______, for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client:

Contractor:

- V. Client's Responsibilities: Client is responsible for each and all of the following:
 - 1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
 - 2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
 - 3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for onsite sewage facilities from the State and local regulatory agency.
 - 4. To maintain the OSSF in accordance with manufacturer's recommendations.
 - 5. To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
 - 6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
 - 7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
 - 8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS") that may be required on the OSSF.
 - 9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
 - 10. To provide, at Client's expense, for pumping of tanks as needed.
 - 11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
 - 12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.
- VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.
- VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the abovedescribed Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor
- VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.
- X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.
- XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.
- XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.
- XIII. Waiver. Except as otherwise noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

Client

Contractor:

- XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
- XV. GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.
- XVI. JURY TRIAL WAIVER. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Approved by Contractor:	CHRISTOPHER RYAN SEIDENSTICKER
Liecusigned by:	
Approved by Client Cynthia Griffin	
Approved by Client	

- XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.
- XVIII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
- XIX. Counsel. Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.
- XX. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

Contractor:

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

Printed: 1/26/2021 Site: 1173 Brook Valley Canyon Lake, TX 78133 (850) 313-9890

To: Cynthia Griffin 1173 Brook Valley Canyon Lake, TX 78133

Permit #: 108360

Agency: Comal County County: Mfg / Brand: - MAXX AIR Treatment Type: Aerobic Disposal: Surface Application

Service Type: Scheduled Inspection Visit Date: 1/25/2021

Method: Grab Technician: Ryan Seidensticker Maint. Provider: Ryan Seidensticker Aerators: Operational Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational Chlorine Supply: Operational

Sludge Levels For Tank 1: 10

Sprinkler Drip Backwash: Good

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

Chlorine Residual: 0.03

Color: Good Odor: Good

Tank Lid / Riser: Secured

Alarm: Operational

Comments

Scum on pretreatment:0" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Ovvner signature:

Provider: Christopher Ryan Seidensticker **PS Septic Supply & Service** License Info: MP0001708 Expires:

Technician: Christopher Ryan Seidensticker **PS Septic Supply & Service** License Info: MP0001708 Expires: 9/1/2023

Service Completed

Insp ID #:7764

Customer ID: 706 Contract Dates: 4/30/2019 - 4/30/2023 Scheduled Date 1/25/2021 Inspection 1 of 12

GPS Coordinates - Latitude: 29.922627 Longitude: -98.263116

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

Sub: Tanglewood Shores

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

To: Cynthia Griffin 1173 Brook Valley Canyon Lake, TX 78133		¢	Printed:9/17/2021 Site: 1173 Brook Valle Canyon Lake, TX 7813 (850) 313-9890
		Customer ID: 706	
Permit #: 108360		Contract Dates: 4/30/2019 -	4/30/2023
Agency: Comal County County:	Sub: Tanglewood Shores	Scheduled Date 9/25/2021	Inspection 2 of 12
Mfg / Brand: - MAXX AIR	Sub. Faliglewood Shores		
Treatment Type: Aerobic			
Disposal: Surface Application	GPS C	Coordinates - Latitude: 29.922627 L	
Service Type: <u>Scheduled I</u>	nspection	This counts as a type o	
Visit Date: <u>9/16/2021</u>		Entered By: Danielle	Jordan
Method: <u>Grab</u>			
Technician: Robert Podvin			
Maint. Provider: Ryan Seidenstick	er		
Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Chlorine Supply: <u>Operational</u> Chlorine Residual: <u>.001</u>	<u>Sludge Levels</u> For Tank 1: <u>4</u> For Tank 2: <u>10</u> For Tank 3: <u>4</u>		
	Tank Lid / Riser: Secured	Sprinkler Drip Back	vash: <u>Good</u>
Electric Circuits: Operational			
Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>	Color: <u>Good</u> Odor: <u>Good</u>		
Alarm: Operational			
Comments			Service Completed
Scum on pretreatment 3" System was off upon arrival Restored power and system is opera	ting properly - Technician Secured the	Tank Lid and/or Riser prior to le	eaving location.
			Insp ID #:11877

Provider: Christopher Ryan Seidensticker *PS Septic Supply & Service* License Info: MP0001708 Expires:

To: Cynthia Griffin

Permit #: 108360

County:

Agency: Comal County

Mfg / Brand: - MAXX AIR Treatment Type: Aerobic

1173 Brook Vallev

Canyon Lake, TX 78133

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

Printed:5/13/2022 Site: 1173 Brook Vallev Canyon Lake, TX 78133 (850) 313-9890

Customer ID: 706 Contract Dates: 4/30/2019 - 4/30/2023 Scheduled Date: 5/25/2022 Inspection 4 of 12

✔ This counts as a type of "Scheduled Inspection"

GPS Coordinates - Latitude: 29.922627 Longitude: -98.263116

Entered By: Michelle Irvin

Service Type: Scheduled Inspection

Visit Date: 5/12/2022

Disposal: Surface Application

Method: Grab

Technician: Not Assigned Maint. Provider: Ryan Seidensticker Aerators: Operational

Filters: Operational Irrigation Pumps: Operational **Disinfection Device:** Operational Chlorine Supply: Operational Chlorine Residual: .22

For Tank 1:8 For Tank 2: 12 For Tank 3: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good Odor: Good

Alarm: Operational

Comments

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

Insp ID #:17708

Provider: Christopher Ryan Seidensticker **PS Septic Supply & Service** License Info: MP0001708 Expires:

Service Completed

Sludge Levels

Sub: Tanglewood Shores



MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

	Customer: Cynthia Griffin
PROPERTY LEGAL DESCRIPTION:	Site Address: 1173 Brook Valley
	City/State: Canyon Lake, TX Zip: 78133
	County: Comal Permit#: 108360
	Phone Number : <u>850-313-9890</u>
	E-mail: cindy@saxetrealty.com

- I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between
 Cvnthia Griffin
 (hereinafter referred to as "Client") and PS Supply & Service LLC.
 (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services"),
 and the client agrees to fulfill his/her/their responsibilities under this agreement herein.
- II. Effective Dates: This agreement commences on the date of License to Operate is issued for

Date of License to Operate: 04/30/2023 Last Date of Service: 04/30/2024

- III. Services by Contractor: Contractor will provide the following Services:
 - 1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
 - 2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
 - 3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
 - 4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
 - 5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.
- IV. Payment(s): Client shall pay to Contractor \$0.00 for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client:

Contractor:

- V. Client's Responsibilities: Client is responsible for each and all of the following:
 - To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped. 1.
 - 2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
 - 3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for onsite sewage facilities from the State and local regulatory agency.
 - 4. To maintain the OSSF in accordance with manufacturer's recommendations.
 - 5. To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
 - 6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
 - 7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
 - 8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS") that may be required on the OSSF.
 - 9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
 - 10. To provide, at Client's expense, for pumping of tanks as needed.
 - 11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
 - 12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.
- VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.
- VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the abovedescribed Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor
- VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.
- X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.
- XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.
- XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client
- XIII. Waiver. Except as otherwise moded in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or as a consent to or waiver of any subsequent breach hereof. Client:

Contractor:

- XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
- XV. GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.
- XVI. JURY TRIAL WAIVER. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT, THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS BEEN ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL PARTIES TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

COURT.	//	MP#0001708
Approved by Contractor:	DocuSigned by:	CHRISTOPHER RYAN SEIDENSTICKER
Approved by Client:	Cyntua Griffin 5AF2C2CE3774434	

- XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.
- XVIII. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
- XIX. Counsel. Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.
- XX. Entire Agreement: This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

	<u> </u>
Client:	16

Contractor:

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

	Printed:9/14/2022	Insp ID #:20857	Permit #: 108360			
To: Cynthia Griffin			Main Pl	none: (850) 313-9890		
1173 Brook Valley			Work: Cell Phone:			
Canyon Lake, TX 7813	3					
		Alt Cell:				
		Customer ID: 706				
Ageney Comel County		Contract Dates: 4/30/2019 - 4/30/2023				
Agency: Comal County County:	Sub: Tanglewood Shores		Scheduled Date: 9/25/2022	Inspection 5 of 12		
Mfg / Brand: - MAXX AIR				Installed: 4/30/2019		
Treatment Type: Aerobic				anty End: 4/30/2022		
Disposal: Surface Application		GPS Co	oordinates: Latitude: 29.922627 Long	gitude: -98.263116		
Service Type: Scheduled I	nspection		This counts as a type of "S	•		
Visit Date: <u>9/14/2022</u>			Entered By: Nicole Loria			
				y emailed to Customer		
Method: <u>Grab</u>			Customer Em	nailed: 9/14/2022		
Technician: Not Assigned Maint. Provider: Ryan Seidenstic	ker					
Aerators: Operational	Sludge Leve	<u>els</u>				
Filters: Operational						
Irrigation Pumps: Operational	For Tan					
Disinfection Device: Operational	For Tanl	k 3: <u>4</u>				
Chlorine Supply: Operational						
Chlorine Residual: <u>.11</u>						

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

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 2 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 9/14/2022.

Site: 1173 Brook Valley, Canyon Lake, TX 78133

Provider: Christopher Ryan Seidensticker **PS Septic Supply & Service** License Info: MP0001708 Expires:

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

	Printed:1/27/2023	Insp ID #:25115	Permit #: 108360					
To: Cynthia Griffin			Main Phone: (850) 313-9890					
1173 Brook Valley Canyon Lake, TX 78133		Work:						
		Cell Phone:						
		Alt Cell:						
Agency: Comal County County: Comal County Mfg / Brand: - MAXX AIR		Customer ID: 706						
		Contract Dates: 4/30/2023 - 4/30/2024						
	Sub: Tanglewood Shores		Scheduled Date: 1/25/2023 Inspection 1 o					
		Installed: 4/30/2019						
Treatment Type: Aerobic		Warranty End: 4/30/2022						
Disposal: Surface Application		GPS Coordinates: Latitude: 29.922627 Longitude: -98.263116						
Service Type: <u>Scheduled Inspection</u> Visit Date: <u>1/26/2023</u> Method: <u>Grab</u>		 This counts as a type of "Scheduled Inspection" Entered By: <u>Ashley Spitzenberger</u> Copy emailed to Customer Customer Emailed: 1/27/2023 						
					Technician: Fabian Young			
					Maint. Provider: Ryan Seidenst	icker		
	Sludge Lev	/els						

For Tank 1: NA For Tank 2: NA For Tank 3: NA For Tank 3: NA For Tank 4: NA

Chlorine Residual: NA

Comments

Service Completed

- Unable to reach homeowner for inspection appointment, please contact our office to set up an inspection appointment - Inspection Port Plug was noted as N/A prior to leaving. - Copy emailed to the customer on 1/27/2023.

Site: 1173 Brook Valley, Canyon Lake, TX 78133

Provider: Christopher Ryan Seidensticker **PS Septic Supply & Service** License Info: MP0001708 Expires:

1659 State Highway 46 W. Ste. 115-200 New Braunfels, TX 78132 830.624.5859

Clear Choice Septic Services

Routine Maintenance Inspection Report

This Inspection Report Record shall be completed, signed and dated after each inspection

Billing Address:

1173 Brook Valley Dr Canyon Lake, TX 78133

Site Address: 1173 Brook Valley Dr Canyon Lake, TX 78133

Lot: 73 Permit: 108360 County: Comal Type of System: Spray

Contact: Cindy Griffin Number: 850-313-9890

Manufacture/Size: MaxAir/600 GPD

Customer Notes:

INSPECTION ITEM:	YES	NO	TESTS REQUIRED AND RESULTS:		
Compressor Pressure Reading/ Aerators ACFM:	3.0 951			Required Yes/ No	<u>Results</u> mg/ 1 mpn/ 100mi or
Filters are intact and operating:	1				Trace
Irrigation Pumps have correct pressure:	1		TSS	Y /	
Recirculation Pumps active on system:	NIA		(Grab test method)		acon
Disinfection Device present & functioning properly:	1		C1 (OTO test method)	⊘ / N	١.٥
Chlorine Supply visible:	1				
Electrical Circuits functional:	1				
Sprinklers/ Drip Pad operating correctly:	1				
Dripfield/ Sprayfield Vegetation present:	1				
Back Flush Dripfield, if applicable:	NIR				
Access Ports are Secured:	(PES)	NO	7		

Service or repairs completed to system:

CLEANED AID FILTER ON COMPRETSON. CHECKED FLOATS,
SPRINKLERS, AND CHORINE LEVEL. SET TIMER (12-SAM) AND MUSED SYSTEM.
REPLACED ONE SPRINKER HEAD AND ALARM BULG, AND REPLACED AIR LINE.
Copies of this Report have been sent to the following: <u>County:</u> Comal / Property Owner.

 Date completed:
 Image: Completed:
 Imag

Inspection Date: 3-28 50 Service expires: 7/20/2025 Subdivision: Tanglewood Shores

1659 State Highway 46 W. Ste. 115-200 New Braunfels, TX 78132 830.624.5859

Clear Choice Septic Services

Routine Maintenance Inspection Report

This Inspection Report Record shall be completed, signed and dated after each inspection

Billing Address: 1173 Brook Valley Dr Canyon Lake, TX 78133

Contact: Cindy Griffin Number: 850-313-9890 Site Address: 1173 Brook Valley Dr Canyon Lake, TX 78133

Lot: 73 Permit: 108360 County: Comal Type of System: Spray

Manufacture/Size: MaxAir-600 GPD

Customer Notes:

INSPECTION ITEM:	YES	NO	TESTS REQUIR	ED AND RE	SULTS [.]
Compressor Pressure Reading/ Aerators ACFM:	3.015!	÷ .		Required Yes/ No	
Filters are intact and operating:	J.013,		-		100mi or
Irrigation Pumps have correct pressure:					Trace
Recirculation Pumps active on system:	NIE		_ TSS (Grab test method)	VED	ckan
Disinfection Device present & functioning properly:	V		C1 (OTO test method)	N	1.0
Chlorine Supply visible:	./				
Electrical Circuits functional:					
Sprinklers/ Drip Pad operating correctly:			-		
Dripfield/ Sprayfield Vegetation present:			-		
Back Flush Dripfield, if applicable:	N/A]		
Access Ports are Secured:	TES	NO]		

Service or repairs completed to system 00 Arine. imil an VSACh.

Copies of this Report have been sent to the following: County: Comal / Property Owner.

Date completed: 3 - 38 Arrival Time: 3 - 36 Departure Time: 423Wight Maintenance Technician: Maintenance Provider: _