



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **11/05/2019** Permit Number: **108480**

Location Description: **1107 LAVACA
CANYON LAKE, TX 78133**

Subdivision: **Scenic Terrace**
Unit: **1**
Lot: **49 & 50**
Block:
Acreage:

Type of System: **Aerobic
Surface Irrigation**

Issued to: **Raymond E. Shaw**

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

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

Alterations to this permit including, but not limited to:

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


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

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

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

Licensing Authority

Comal County Environmental Health


ENVIRONMENTAL HEALTH INSPECTOR

OS0032485


ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Paul Sumner OSSF Installer #: 050026238
 1st Inspection Date: 2-20-19 2nd Inspection Date: 08-19-2019 3rd Inspection Date: 11-5-19 *final*
 Inspector Name: S. Helmke Inspector Name: Connor Inspector Name: Connor
 Permit#: 108480 Address: 1107 Lavaca Scenic Terrace

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		2-20-19		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary-Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

2-20-19 - SH
 tank set level
 operational
 NO SLABS

08-19-2019 JC
 covered
 Fail unable to see
 C/O or connection to
 house porch
 enclosed

11-5-19 JC
 Connected

**Comal County Environmental Health
OSSF Inspection Sheet**

Final

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	✓	285.33(d)(2)(G)(iii)(ii)285.33(d)(2)(G)(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)		2-2019		
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)	operational			✓
42	APPLICATION AREA Area Installed	✓		2 @ 2827			
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

3

11:00

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Paul Swyer OSSF Installer #: 050026238
 1st Inspection Date: 2-20-19 2nd Inspection Date: 08-19-2019 3rd Inspection Date: _____
 Inspector Name: S. Helmske Inspector Name: Connor Inspector Name: _____

Permit#: 108480 Address: 1101 Hawaca Scenic Terrace

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		2.20.19		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
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 tank set level
 operational
 NO SLABS

08-19-2019 JC
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**Comal County Environmental Health
OSSF Inspection Sheet**

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42	APPLICATION AREA Area Installed	✓		2 @ 2827			
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44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

11:00

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Paul Sumner OSSF Installer #: 050026238

1st Inspection Date: 2-20-19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: S. Helmke Inspector Name: _____ Inspector Name: _____

Permit#: 108480 Address: 1107 Kawaca Scenic Terrace

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		2.20.19		
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7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

2.20.19 - SH
 tank set level
 operational
 NO SLABS

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements	✓	285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)		2.20.19		
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	✓	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped	✓	285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions	✓	285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed	✓					
13	PUMP TANK Volume Installed	✓					
14	AEROBIC TREATMENT UNIT Size Installed	✓		600			
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		maxx air			
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

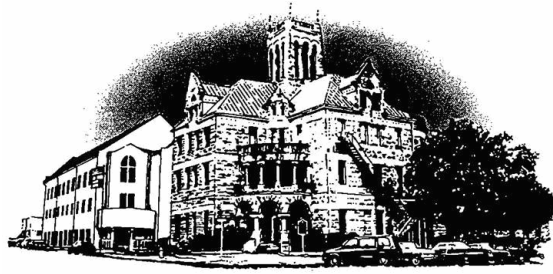
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0%</p> <p>EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom)</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
33	<p>AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.</p>		285.32(c)(1)				
34	<p>AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</p> <p>AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank</p> <p>AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions</p>						
35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>	✓			2-20-19		
36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
37	<p>PUMP TANK Inspection/Clean Out Port & Risers Provided</p> <p>PUMP TANK Secondary restraint system provided</p> <p>PUMP TANK Riser permanently fastened to lid or cast into tank</p> <p>PUMP TANK Riser cap protected against unauthorized intrusions</p>						
38	<p>PUMP TANK Secondary restraint system provided</p>						

Comal County Environmental Health
OSSF Inspection Sheet

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

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42	APPLICATION AREA Area Installed	✓		2 @ 2827			
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: 108480
Issued This Date: 01/09/2019
This permit is hereby given to: Raymond E. Shaw

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

1107 LAVACA
CANYON LAKE, TX 78133

Subdivision: Scenic Terrace
Unit: 1
Lot: 49 & 50
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

REVISED
9:37 am, Dec 19, 2018

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

Date November 20, 2018

Permit # 108480

Owner Name RAYMOND E SHAW
Mailing Address 2397 FULLER
City, State, Zip CANYON LAKE TEXAS 78113
Phone# 210-573-0519
Email rayshaw@ymail.com

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

All correspondence should be sent to: Owner Agent Both

Method: Mail Email

Subdivision Name SCENIC TERRACE Unit/Phase/Section SEC 1 Lot 49 & 50 Block 1
Acreage/Legal _____
Street Name/Address 1107 LAVACA City CANYON LAKE Zip 78133

Type of Development:

Single Family Residential

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

Number of Bedrooms 2

Indicate Sq Ft of Living Area 1200

Commercial or Institutional Facility

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

Type of Facility _____

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants 1

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

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

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: \$ 185,000 (Structure Only)

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

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

Source of Water Public Private Well

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

By signing this application, I certify that:

- the completed application and all additional information submitted does not contain any false information and does not conceal any material facts.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities.

- I also understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.

- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Raymond E. Shaw
Signature of Owner

11/28/2018
Date

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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) MAXX AIR M600 Absorption/Application Area (Sq Ft) 2827

Gallons Per Day (As Per TCEQ Table III) 180

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

RECEIVED

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

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

DEC 11 2018

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

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

COUNTY ENGINEER

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

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

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

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

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

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

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

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

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer

November 26, 2018
Date

AFFIDAVIT



201806047178 12/11/2018 11:49:25 AM 1/2

JCS

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (insert legal description):

RECEIVED

DEC 11 2018

1 UNIT/PHASE/SECTION 1 BLOCK 49 & 50 LOT _____ SCENIC TERRACE COUNTY SUBDIVISION ENGINEER

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): RAYMOND E. SHAW

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 28 DAY OF November, 2018

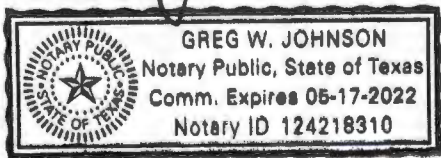
X *Raymond E. Shaw*
Owner(s) Signature(s)

RAYMOND E. SHAW
Owner (s) Printed name (s)

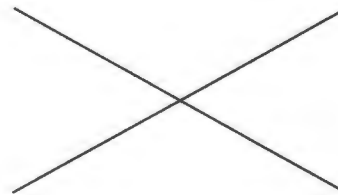
RAYMOND E. SHAW SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 28 DAY OF NOVEMBER, 2018

Greg W. Johnson
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY



(Notary Seal Here)



AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL §
STATE OF TEXAS §

Before me, the undersigned authority, on this day personally appeared RAYMOND E. SHAW, who after being by me duly sworn, upon oath state that they are the owner of record of that certain tract or parcel of land lying and being situated in Comal County, Texas, and being more particularly described as follows:

1 UNIT/PHASE/SECTION 1 BLOCK 49 & 50 LOT _____ SUBDIVISION SCENIC TERRACE

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY _____

The undersigned further state that the on-site sewage facility for the referenced properties crosses the boundary between the properties. These properties cannot be sold separately and must be sold as one. Any buyer or transferee is hereby notified of this requirement.

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WITNESS MY/OUR HAND(S) on this 28 day of NOVEMBER, 2018.

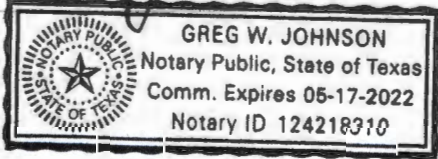
DEC 11 2018

x Raymond E. Shaw
RAYMOND E. SHAW

COUNTY ENGINEER

SWORN TO AND SUBSCRIBED BEFORE ME on this 28 day of NOVEMBER, 2018.

Greg W. Johnson
Notary Public Signature



(Notary Seal)

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
12/11/2018 11:49:25 AM
TERRI 2 Page(s)
201806047178



Bobbie Koepf



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: RAYMOND E. SHAW

PROPERTY LEGAL DESCRIPTION:

Site Address: 1107 LAVACA

SCENIC TERRACE, SECTION 1, BLOCK 1, LOT 49 & 50

City/State: CANYON LAKE, TX Zip: 78133

County: COMAL Permit#:

Phone Number:

E-mail: rayshaw@ymail.com

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between RAYMONE E. SHAW, (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.

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DEC 11 2018

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

Date of License to Operate: Last Date of Service:

COUNTY ENGINEER

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

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

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

Client: [Signature]

Contractor: [Signature]

DEC 11 2018

COUNTY ENGINEER

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

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

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

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

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

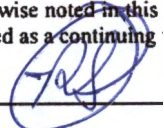
IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.


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

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

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

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

Client:  _____

Contractor:  _____

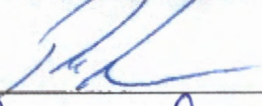
DEC 11 2018

CONTRACT AGREEMENT 3

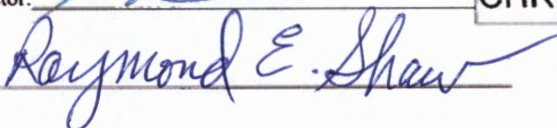
XIV. **Headings** The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

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

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

Approved by Contractor: 

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client: 

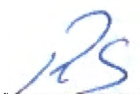
XVII. **Reservation of Rights.** Contractor reserves all rights not specifically granted herein.

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

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

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

Client: 

Contractor: 

Greg W. Johnson, P.E.

170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

November 28, 2018

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

RE: Septic Design
1107 LAVACA
SCENIC TERRACE, SECTION 1, BLOCK 1, LOT 49 & 50
SHAW RESIDENCE

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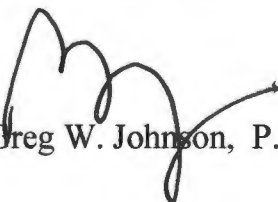
COUNTY ENGINEER

Ms. Brenda Ritzen / Sandra Hernandez ,

According to the FEMA floodplain map a portion of the referenced property is located within the 100 year flood plain (Flood Zone A), with a portion of the septic system (spray area only) within Flood Zone A. The property slopes approximately three to six percent and is not in an area where seeps will occur. This location is not where a flow with a velocity able to damage the piping will occur and does not contain any ditches, swales, or drainage features. No setbacks are required. The system has been designed so that during a 100 year flood event, in my professional opinion, no damage will occur to the OSSF as to cause contamination to the environment or a nuisance.

If I can be of further assistance please contact me.

Respectfully yours,


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



REVISED

9:37 am, Dec 19, 2018

Greg W. Johnson, P.E.

170 Hollow Oak

New Braunfels, Texas 78132

830/905-2778

December 19, 2018

Comal County Office of Environmental Health

195 David Jonas Drive

New Braunfels, Texas 78132-3760

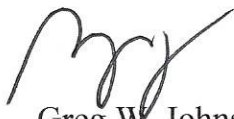
RE: Septic Design #108480
1107 LaVaca
Scenic Terrace, Section 1, Block 1, Lot 49 & 50
Canyon Lake, TX 78133
Shaw Residence

Ms. Ritzen/Hernandez,

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

If I can be of further assistance please contact me.

Respectfully yours,



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



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

Date Soil Survey Performed: November 21, 2018

Site Location: SCENIC TERRACE, SECTION 1, BLOCK 1, LOTS 49 & 50

Proposed Excavation Depth: N/A

Requirements:

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

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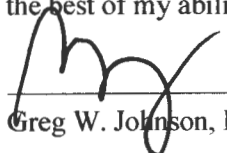
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SOIL BORING NUMBER _____ SURFACE EVALUATION _____						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 8"	BROWN
1						
2						
3						
4						
5						

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

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



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

11/21/18

Date

OSSE SOIL EVALUATION REPORT INFORMATION

Date: November 26, 2018

Applicant Information:

Name: RAYMOD E. SHAW
Address: 2397 FULLER
City: CANYON LAKE State: TEXAS
Zip Code: 78133 Phone: (210) 573-0519

Site Evaluator Information:

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

Property Location:

Lot ^{SEE BELOW} Unit 1 Blk 1 Subd. SCENIC TERRACE
Street Address: 1107 LAVACA
City: CANYON LAKE Zip Code: 78133
Additional Info.: LOTS 49 & 50

Installer Information:

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

Topography: Slope within proposed disposal area: 3 %
Presence of 100 yr. Flood Zone: YES NO _____
Existing or proposed water well in nearby area: YES _____ NO
Presence of adjacent ponds, streams, water impoundments: YES _____ NO
Presence of upper water shed: YES _____ NO
Organized sewage service available to lot: YES _____ NO

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Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = _____ GPD _____

Residential Water conserving fixtures to be utilized? Yes No _____

Number of Bedrooms the septic system is sized for: 2 Total sq. ft. living area 1200

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

Q = (2 +1)*75-(20%)= 180

Trash Tank Size 353 Gal.

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

Req'd Application Area = Q/Ri = 180 / 0.064 = 2813 sq. ft.

Application Area Utilized = 2827 sq. ft.

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

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

Pump Tank Size = 768 Gal. 14.5 Gal/inch.

Reserve Requirement = 60 Gal. 1/3 day flow.

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

With Chlorinator NSF/TCEQ APPROVED

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


Two way cleanout

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

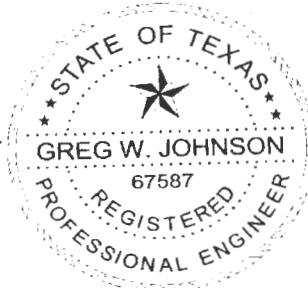
1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

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


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

11/26/18
DATE



FIRM #2585

#108480

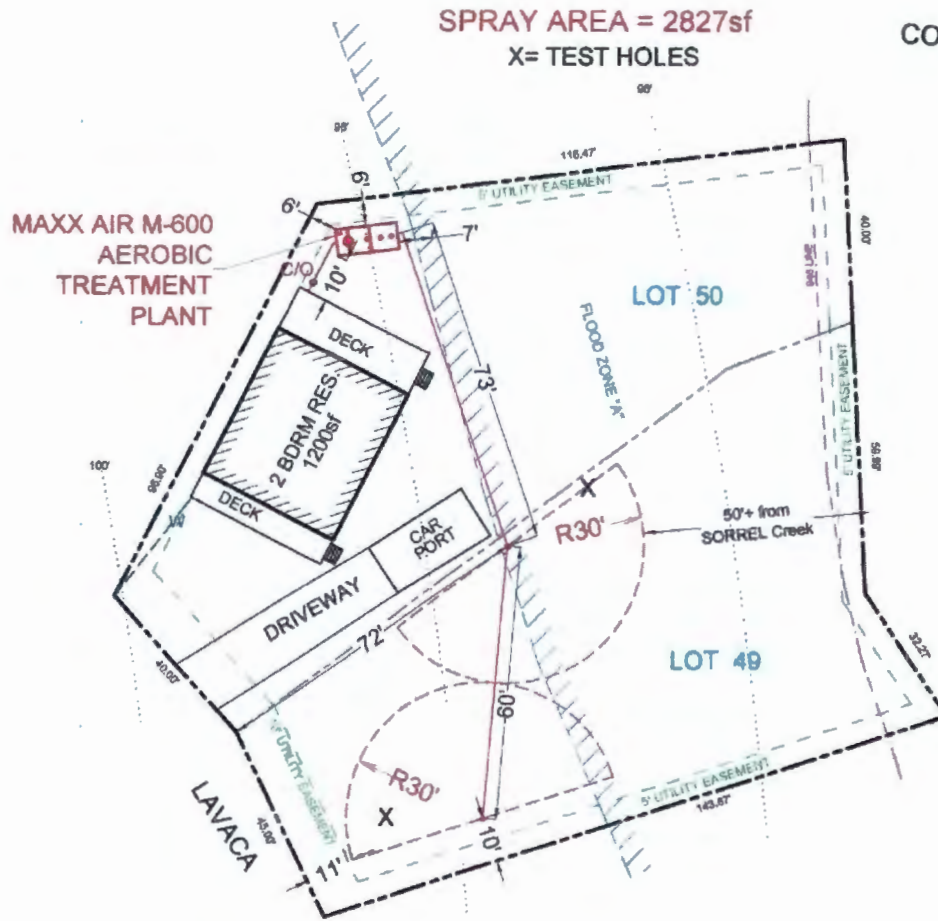
NOTE:
NO OSSF SYSTEM CAN BE INSTALLED ON THE SAME PROPERTY AS THE SINGLE FAMILY DWELLING, DUE TO PLACEMENT OF HOUSE AND SIZE OF LOT. RAYMOND E. SHAW OWNS BOTH PROPERTIES.

REVISED

RECEIVED

JAN 09 2019

COUNTY ENGINEER



OWNER: RAYMOND E. SHAW		DRAWN BY: EJS III / GWJ		
STREET ADDRESS: 1107 LAVACA				
LEGAL DESC: SCENIC TERRACE	UNIT/SECTION/PHASE: 1	BLOCK: 1	LOT: 49 & 50	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 11/26/2018	REVISED: 01/09/2019	

TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

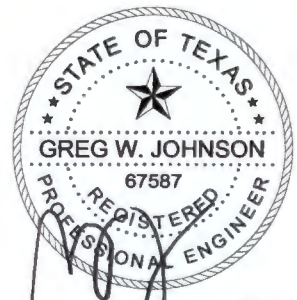
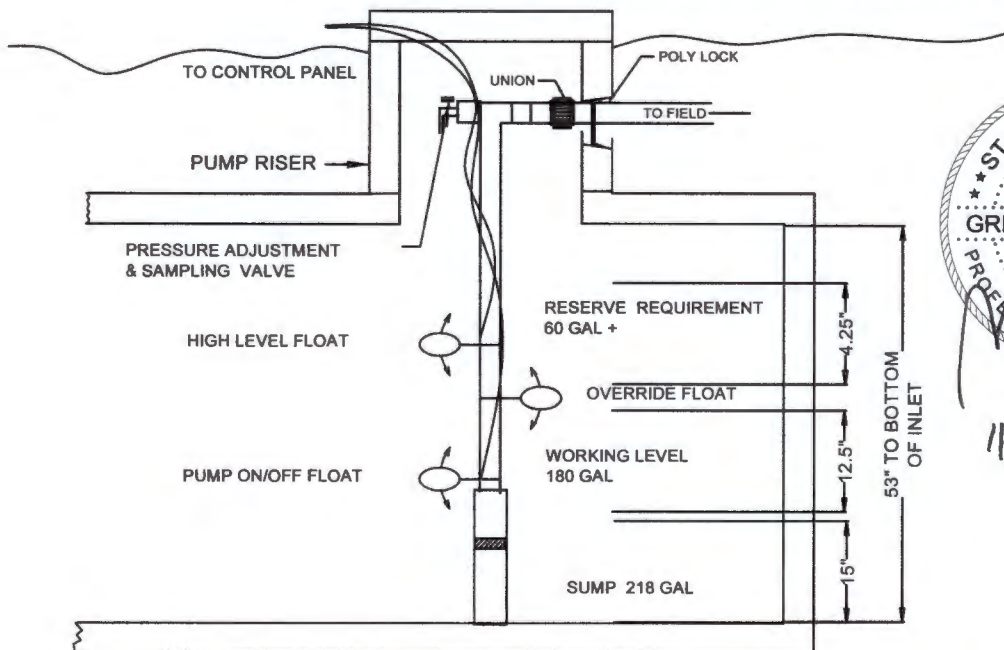
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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



F-2585

11/26/18

TYPICAL PUMP TANK CONFIGURATION
MAXX AIR M600 768 GAL PUMP TANK

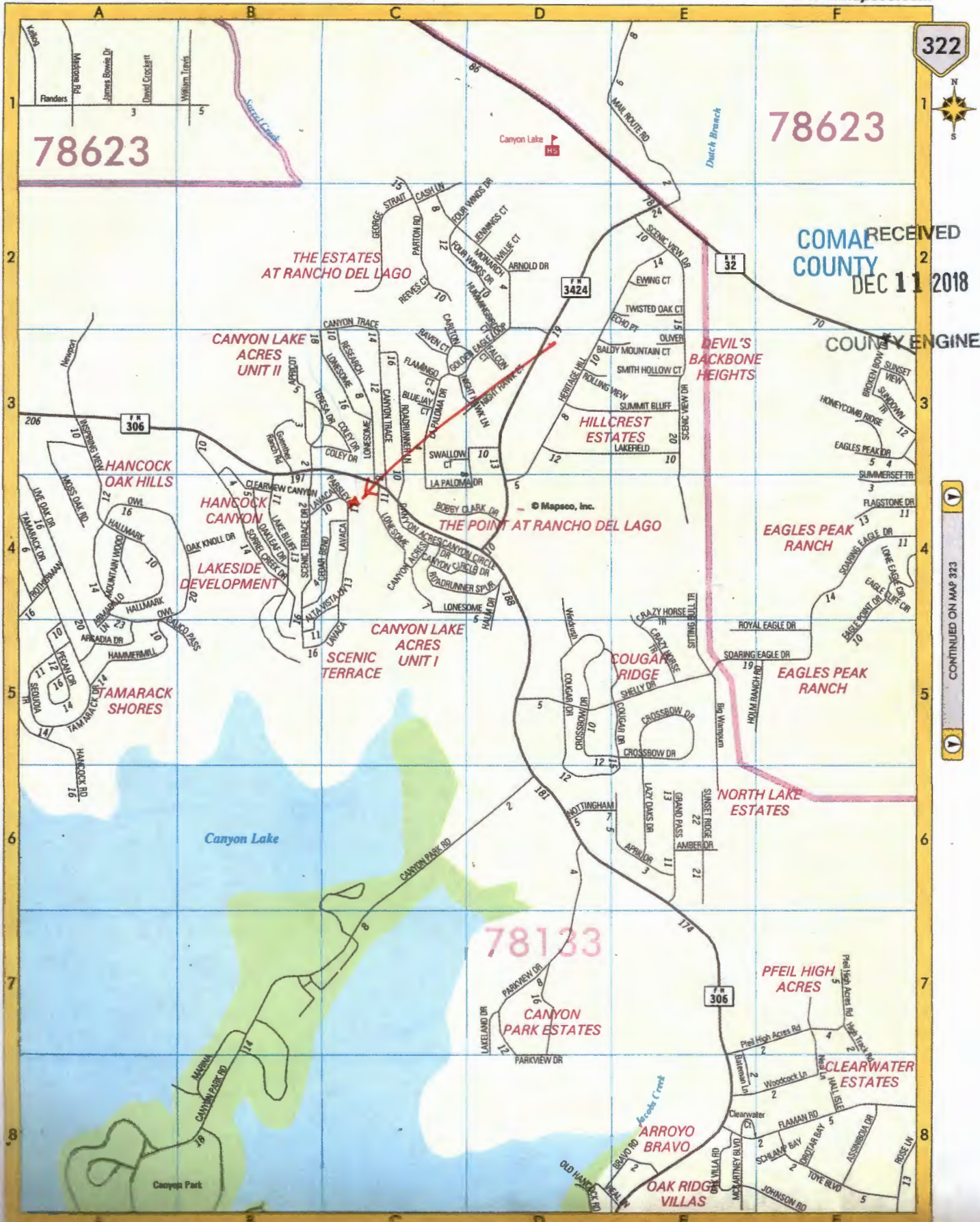
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COMAL COUNTY
DEC 11 2018

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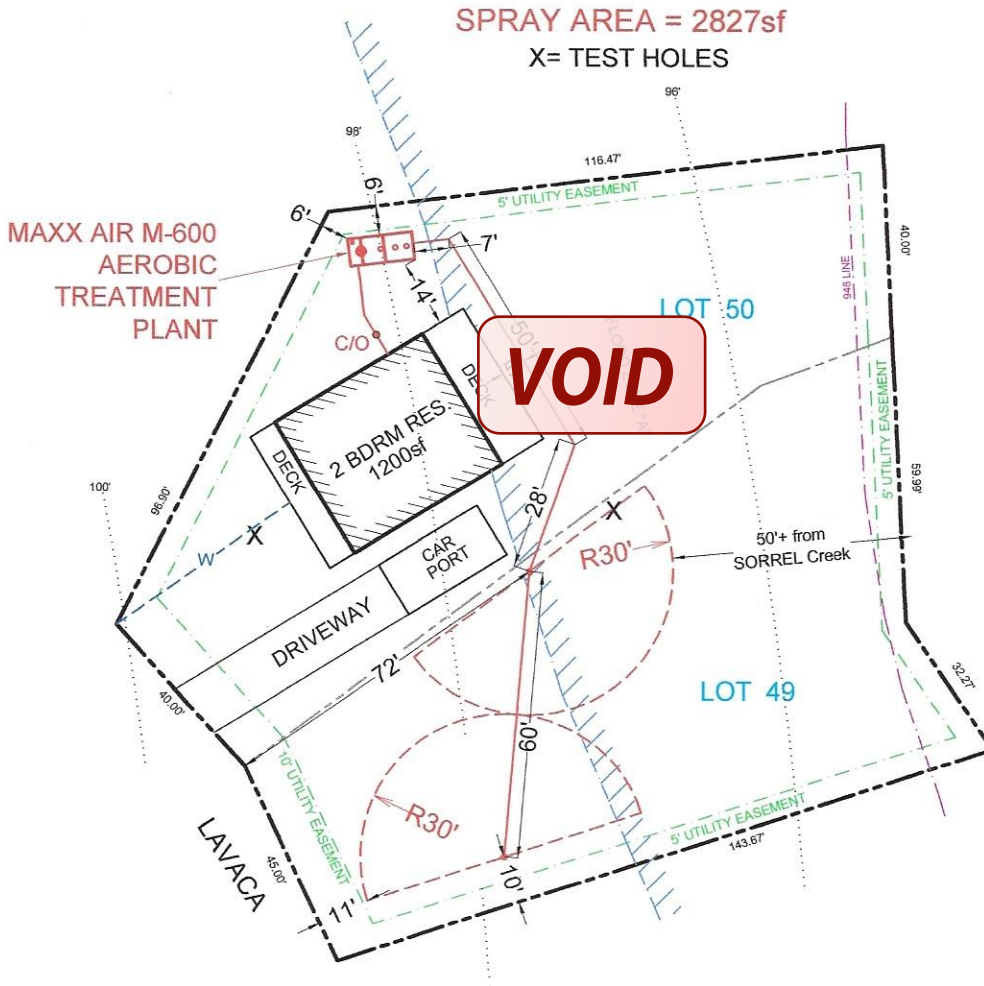


CONTINUED ON MAP 323

NOTE:
 NO OSSF SYSTEM CAN BE INSTALLED ON
 THE SAME PROPERTY AS THE SINGLE
 FAMILY DWELLING, DUE TO PLACEMENT OF
 HOUSE AND SIZE OF LOT. RAYMOND E.
 SHAW OWNS BOTH PROPERTIES.

VOID

REVISED
 9:37 am, Dec 19, 2018



VOID

VOID



OWNER: RAYMOND E. SHAW		DRAWN BY: EJS III		
STREET ADDRESS: 1107 LAVACA				
LEGAL DESC: SCENIC TERRACE	UNIT/SECTION/PHASE: 1	BLOCK: 1	LOT: 49 & 50	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 11/26/2018	REVISED: 11/29/2018	




Hernandez, Sandra

From: Hernandez, Sandra
Sent: Tuesday, December 18, 2018 12:04 PM
To: 'Greg Johnson'
Subject: 108480 deficiency comments

RE: Scenic Terrace, Unit 1, Block 1, Lots 49 & 50

Greg,

We received planning materials for the referenced permit application on December 11, 2018 and found those planning materials to be deficient. In order to continue processing this permit, we need the following information:

1.  Show the 948-line on the site plan.
2.  It appears there is a discrepancy on the number of bedrooms throughout planning materials.
3.  Rules and regulations require a 20 foot minimum separation distance from the edge of the spray area to property lines.
4. Revise accordingly and resubmit.

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

Thanks,
Sandra

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



Date November 20, 2018

Permit # 108480

Owner Name RAYMOND E SHAW
Mailing Address 2397 FULLER
City, State, Zip CANYON LAKE TEXAS 78113
Phone# 210-573-0519
Email rayshaw@ymail.com

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

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

Subdivision Name SCENIC TERRACE Unit/Phase/Section SEC 1 Lot 49 & 50 Block 1
Acreage/Legal
Street Name/Address 1107 LAVACA City CANYON LAKE Zip 78133

Type of Development:



[X] Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) HOUSE
Number of Bedrooms 3
Indicate Sq Ft of Living Area 1200

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[] Commercial or Institutional Facility

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

Type of Facility
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants
Restaurants, Lounges, Theaters - Indicate Number of Seats
Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds
Travel Trailer/RV Parks - Indicate Number of Spaces
Miscellaneous

Estimated Cost of Construction: \$ 185,000 (Structure Only)

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

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

Source of Water [X] Public [] Private Well

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

By signing this application, I certify that:

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



Signature of Owner Raymond E. Shaw

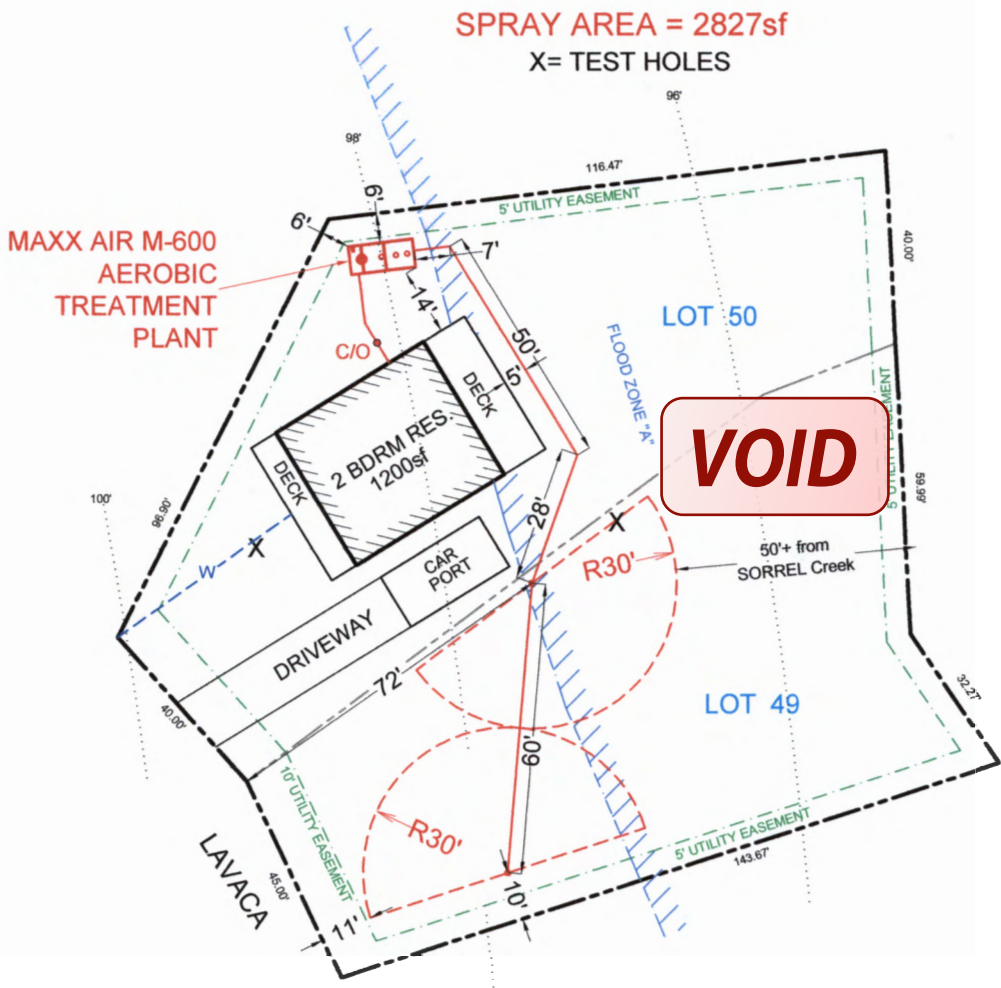
Date 11/28/2018

Signature of Owner

Date

NOTE:
 NO OSSF SYSTEM CAN BE INSTALLED ON
 THE SAME PROPERTY AS THE SINGLE
 FAMILY DWELLING, DUE TO PLACEMENT OF
 HOUSE AND SIZE OF LOT. RAYMOND E.
 SHAW OWNS BOTH PROPERTIES.

VOID



VOID

RECEIVED
 DEC 11 2018
 COUNTY ENGINEER



OWNER: RAYMOND E. SHAW		DRAWN BY: EJS III		
STREET ADDRESS: 1107 LAVACA				
LEGAL DESC: SCENIC TERRACE		UNIT/SECTION/PHASE: 1	BLOCK: 1	LOT: 49 & 50
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 11/26/2018	REVISED: 11/29/2018	

VOID

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

DATED this the 31st day of October, 2018.

TLHS CORP f/k/a TEXAS LAND HOME SALE CORPORATION, Trustee for the Scenic Business Trust dated December 15, 1977

BY: C. Vaughn Halfacre, President
C. VAUGHN HALFACRE, President

RECEIVED

DEC 11 2018

COUNTY ENGINEER

STATE OF TEXAS §
COUNTY OF Less §

This instrument was acknowledged before me on this the 31 day of October, 2018, by C. VAUGHN HALFACRE, President of TLHS CORP f/k/a TEXAS LAND HOME SALE CORPORATION, Trustee for the Scenic Business Trust dated December 15, 1977.

Kathleen Richards
Notary Public in and for the State of Texas

GRANTEE'S MAILING ADDRESS:

10004 Johns Rd.
Boerne, TX 78006



9654.deeds
Independence Title Co. (JD)
GF #1842337-nbf

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
11/01/2018 11:09:03 AM
TERRI 2 Pages(s)
201806042576

2.



Bobbie Koepf

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

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

<i>Permit Number</i>

Instructions:

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

OSSF Permit

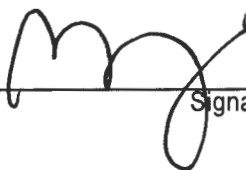
- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials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

RECEIVED

DEC 11 2018

COUNTY ENGINEER

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



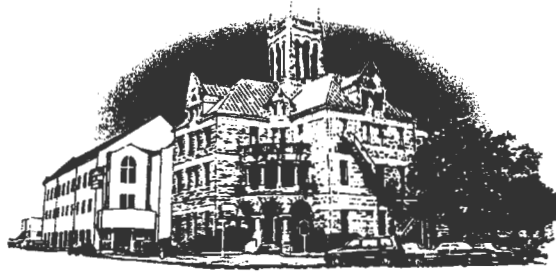
 Signature of Applicant

12 | 11 | 18

 Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)



VOID

Comal County

OFFICE OF COMAL COUNTY ENGINEER

December 12, 2018

Raymond E. Shaw
Via E-Mail [rayshaw@ymail.com]

Re: Proposed Development on Scenic Terrace, U1, Lot 49 & 50, known as 1107 Lavaca, within Comal County, Texas
OSSF Permit #108480

Dear Mr. Shaw:

We have received a Comal County OSSF Application with a drawing that indicates you wish to place a home in a special flood hazard area on the referenced property. This lot is located partially within the special flood hazard area of Zone AE as shown on the Comal County Flood Insurance Rate Map (Community Panel No. 485463 0115F), Effective Date September 2, 2009.

The Comal County Flood Damage Prevention Order regulates development within designated special flood hazard areas. Before the County can issue any permits for your property, we will require that the proposed development of your tract comply with the requirements set forth in the Order.

One of the basic criteria that must be met when constructing improvements within the floodplain is that improvements must not cause any adverse effect to the flood carrying capacity of the watercourse. We require an engineering analysis of what impact any improvements in the Regulatory Floodplain will have on the base flood. This analysis must be prepared by a registered professional engineer and be submitted to our office for review. If the engineering analysis indicates that the proposed development will have no adverse impact on the base flood, we will issue a floodplain development permit with the requirement that the home is at or above the base flood elevation. (BFE) The BFE for the home is 958.50 feet above sea level.

The following needs to be submitted to our office:

1. Comal County Floodplain Development Permit Application.
2. An engineering analysis showing improvements will not have an adverse impact on the Base Flood Elevation (BFE)
3. Elevation Certificate showing the first floor of the house above the BFE.
4. \$40.00 permit fee.

The Comal County Environmental Health Office will withhold the issuance of a septic permit until this floodplain issue is in compliance. Please feel free to contact us if you have any questions or comments concerning any of the above.

Sincerely,

Kathy Griffin, CPM
Floodplain Coordinator

Griffin, Kathy

From: Griffin, Kathy
Sent: Wednesday, December 12, 2018 3:03 PM
To: 'rayshaw@ymail.com'
Subject: Floodplain Permit Needed
Attachments: Shaw - Floodplain Permit Required.pdf

Dear Mr. Shaw,

A Floodplain Permit will be required before we can issue a Septic Permit. Please see attached.

Kathy Griffin, CFM
Floodplain Coordinator
Comal County Engineer's Office
830-608-2090
www.cceo.org

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

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

To: Charlene Boatright
1107 Lavaca
Canyon Lake, TX 78133

Printed: 7/14/2020
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: **108480**

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Scenic Terrace

Customer ID: 855

Contract Dates: 11/5/2019 - 11/5/2020

Scheduled Date 7/5/2020

Inspection 2 of 3

GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

Visit Date: 7/13/2020

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

This counts as a type of "Scheduled Inspection"

Entered By: _

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

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

Service Completed

Insp ID #:5069

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

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

March

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

Permit #: 108480

To: **Charlene Boatright**
1107 LAVACA
CANYON LAKE, TX 78133

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

Contract: 11/5/2019 - 11/5/2020
 Inspections per year: 3
 Service Due: 3/5/2020
 Alt Phone:
 Warranty Ending:

Site: 1107 LAVACA, CANYON LAKE
 Agency: Comal County
 County:
 Subdivision: Scenic Terrace

Installed:
 Phone: (432) 288-2129
 Cell:
 Work:

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

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

1-1
 2-0
 3-0

Test Results and observations: (As Required)

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

Repairs made: Y / N

Repairs and Comments: sum = 0

Inspector: _____ Date: _____

Area: / 0
 GPS: ID = 855

Printed: 2/27/2020

1107 LAVACA, CANYON LAKE

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

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

To: Charlene Boatright
PO BOX 1910
Canyon Lake, TX 78133

Printed: 11/12/2020
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: 108480	Customer ID: 855
Agency: Comal County	Contract Dates: 11/5/2019 - 11/5/2022
County: Comal County	Scheduled Date: 11/5/2020
Mfg / Brand: - MAXX AIR	Inspection 1 of 9
Treatment Type: Aerobic	
Disposal: Surface Application	GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 11/11/2020

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 13

Irrigation Pumps: Operational

For Tank 3: 1

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.18

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

Scum on pretreatment:1" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Owner signature: _____

Insp ID #6637

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Charlene Boatright
PO BOX 1910
Canyon Lake, TX 78133

Printed: 11/12/2020
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: **108480** Customer ID: 855
Agency: Comal County Contract Dates: 11/5/2019 - 11/5/2022
County: Comal County Sub: Scenic Terrace Scheduled Date: 3/5/2021 Inspection 2 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 11/11/2020

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 13

Irrigation Pumps: Operational

For Tank 3: 1

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.18

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Service Completed

Comments

Scum on pretreatment:1" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Owner signature: _____

Insp ID #6639

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Charlene Boatright
PO BOX 1910
Canyon Lake, TX 78133

Printed: 3/15/2021
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: **108480**

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Scenic Terrace

Customer ID: 855

Contract Dates: 11/5/2019 - 11/5/2022

Scheduled Date 3/5/2021

Inspection 3 of 9

GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 3/12/2021

Entered By: _

Method: Grab

Technician: Landon Gronvold

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.5mg/L

Sludge Levels

For Tank 1: 13

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Scum on pretreatment: 1" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #: 8418

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MT0001995 Expires: 10/31/2021

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

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

To: Charlene Boatright
PO BOX 1910
Canyon Lake, TX 78133

Printed: 7/6/2021
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: **108480** Customer ID: 855
Agency: Comal County Contract Dates: 11/5/2019 - 11/5/2022
County: Comal County Sub: Scenic Terrace Scheduled Date 7/5/2021 Inspection 4 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 7/2/2021

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 4

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .3

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

- Scum=1 Technician Secured the Tank Lid and/or Riser prior to leaving location.

Owner signature: _____

Insp ID #: 10671

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

Technician: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Charlene Boatright
PO BOX 1910
Canyon Lake, TX 78133

Printed:11/18/2021
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: **108480** Customer ID: 855
Agency: Comal County Contract Dates: 11/5/2019 - 11/5/2022
County: Comal County Sub: Scenic Terrace Scheduled Date: 11/5/2021 Inspection 5 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 11/17/2021

Entered By: Danielle Jordan

Method: Grab

Technician: Robert Podvin

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .008

Sludge Levels
For Tank 1: 13
For Tank 3: 3

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments

Service Completed

Scum - 0"

Cleaned screen for spray head - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:13078

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

License Info: MP0001708 Expires:

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

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

To: Charlene Boatright
PO BOX 1910
Canyon Lake, TX 78133

Printed:2/28/2022
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: **108480** Customer ID: 855
Agency: Comal County Contract Dates: 11/5/2019 - 11/5/2022
County: Comal County Sub: Scenic Terrace Scheduled Date: 3/5/2022 Inspection 6 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/28/2022

Entered By: _

Method: Grab

Copy emailed to Customer
Customer Emailed: 2/28/2022

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Chlorine Residual: NA

Comments

Service Completed

unable to reach homeowner to set up appointment for inspection - Copy emailed to the customer on 2/28/2022.

Insp ID #:15786

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

License Info: MP0001708 Expires:

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

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

To: Charlene Boatright
PO BOX 1910
Canyon Lake, TX 78133

Printed:3/7/2022
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: **108480** Customer ID: 855
Agency: Comal County Contract Dates: 11/5/2019 - 11/5/2022
County: Comal County Sub: Scenic Terrace Scheduled Date: 7/5/2022 Inspection 7 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 3/4/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Michale Albers

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .01

Sludge Levels
For Tank 1: 8
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 = 1" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Insp ID #:15998

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

License Info: MP0001708 Expires:



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

Customer: Charlene Boatright
Site Address: 1107 Lavaca
City/State: Canyon Lake, TX **Zip:** 78133
County: Comal **Permit#:** 108480
Phone Number: 432-288-2129
E-mail: cb21rbtx@sbcglobal.net

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between Charlene Boatright (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 [REDACTED]
Date of License to Operate: 11/5/2022 Last Date of Service: 11/5/2023

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 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: [Signature]

Contractor: [Signature]

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

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

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

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

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

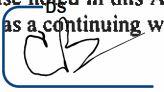
IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.


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

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

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

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

Client: 

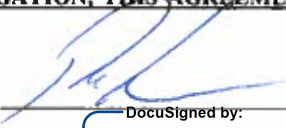
Contractor: 

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

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

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

Approved by Contractor:

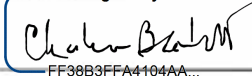


DocuSigned by:

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client:



FF36B3FFA4104AA...

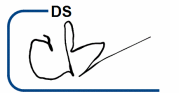
XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.

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:



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

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

To: Charlene Boatright
PO BOX 1910
Canyon Lake, TX 78133

Printed:7/15/2022
Site: 1107 Lavaca
Canyon Lake, TX 78133
(432) 288-2129

Permit #: **108480** Customer ID: 855
Agency: Comal County Contract Dates: 11/5/2019 - 11/5/2022
County: Comal County Sub: Scenic Terrace Scheduled Date 7/5/2022 Inspection 8 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9270 Longitude: -98.2267

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 7/14/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 6

Irrigation Pumps: Operational

For Tank 3: 6

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .10

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

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

Insp ID #:19471

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

License Info: MP0001708 Expires:

Luna Environmental

4222 FM 482

New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:7/17/2023

Permit: 108480

Site: 1107 Lavaca, Canyon Lake, TX 78133

Main Phone: 4322882129

Charlene Boatright

1107 Lavaca

Canyon Lake, TX 78133

Agency: Comal County

County: Comal County

Subdivision: Scenic Terrace

System Info: MFG: Brand: MAXX AIR

Customer ID: 2254

Treatment Type: Aerobic

Disposal Type: Surface Application

Insp ID: 30124

Visit Details

Visit Date: 7/17/2023

Entered By: Ryan Seidensticker

GPS Lat: 29.935512 GPS Long: -98.220161

Scheduled Date: 7/5/2023

Contract Starts: 11/5/2022

Customer Emailed: 7/17/2023

Entered On: 7/17/2023

Contract Ends: 11/5/2024

Visit Results

Service Type: Scheduled Inspection

Count: Inspection 2 of 6

Method: Grab

License #

Expires

Technician: Not Assigned

Provider: Luna Environmental, LLC

Service Completed

Aerators: Operational

Sludge Level Tank 1: 6

Filters: Operational

Sludge Level Tank 2: NA

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .2

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Electric Circuits: Operational

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Alarm: Operational

Comments

Scum on pretreatment 1" adjusted one sprinkler - 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 7/17/2023.