

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **02/25/2019** Permit Number: **108541**

Location Description: **813 OAK BLUFF TRL
NEW BRAUNFELS, TX 78132**

Subdivision: **Havenwood at Hunters Crossing**
Unit: **3**
Lot: **380**
Block:
Acreage:

Type of System: **Aerobic
Surface Irrigation**

Issued to: **John & Kristin Boyd**

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
OS 0025599

1:30

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Suroyan OSSF Installer #: 050026238
 1st Inspection Date: 02-4-19 2nd Inspection Date: 2/25/19 3rd Inspection Date: _____
 Inspector Name: Connor Inspector Name: S. Helmke Inspector Name: _____
 Permit#: 10854 Address: Havenwood 813 Oak Bluff Trail

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

tank set level no leaks operational cover

2/25/19
covered

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	✓	285.33(d)(2)(G)(III)(II)285.33(d)(2)(G)(III)(II)285.33(d)(2)(G)(IV)285.33(d)(2)(G)(I)285.33(d)(2)(G)(II)285.33(d)(2)(G)(III)(I)		✓		
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓ ✓	285.33(d)(2)(G)(I) 285.33(d)(2)(A) 285.33(d)(2)(F)	<i>clean trees/brush < 10'</i>	✓	2.25.19	
42	APPLICATION AREA Area Installed	✓		<i>5654 SF</i>	✓		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: 050026238
 1st Inspection Date: 2-4-19 2nd Inspection Date: 2/25/19 3rd Inspection Date: _____
 Inspector Name: Connor Inspector Name: S. Helmke Inspector Name: _____
 Permit#: 10854 Address: Havenwood 813 Oak Bluff Trail

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

tank set
level
no leaks
operational
cover

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0%</p> <p>EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom)</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
33	AEROBIC TREATMENT UNIT is Aerobic Unit Installed According to Approved Guidelines.	✓	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>	<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>			<p>✓</p> <p>✓</p> <p>✓</p> <p>✓</p>		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓			✓		
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	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓			✓		

**Comal County Environmental Health
OSSF Inspection Sheet**

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41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(I) 285.33(d)(2)(A) 285.33(d)(2)(F)	<i>Clear trees/brush < 10'</i>	✓		
42	APPLICATION AREA Area Installed	✓		<i>5654 SF</i>	✓		
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44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



Comal County

OFFICE OF COMAL COUNTY ENGINEER

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

Permit Number: 108541
Issued This Date: 01/03/2019
This permit is hereby given to: John & Kristin Boyd

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

813 OAK BLUFF TRL
NEW BRAUNFELS, TX 78132

Subdivision: Havenwood at Hunters Crossing
Unit: 3
Lot: 380
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

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 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

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 COUNTY ENGINEER'S OFFICE

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

12/21/18

 Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)

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

Date December 7, 2018

Permit # 108541

Owner Name JOHN & KRISTIN BOYD
Mailing Address 2034 DRAGON TRAIL
City, State, Zip NEW BRAUNFELS TEXAS 78130
Phone# 210-260-4632
Email chris@hadenconstructionllc.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 HAVENWOOD AT HUNTERS CROSSING Unit/Phase/Section 3 Lot 380 Block
Acreage/Legal
Street Name/Address 813 OAK BLUFF TRAIL City NEW BRAUNFELS Zip 78132

Type of Development:

[X] Single Family Residential

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

DEC 21 2018

Number of Bedrooms 4

Indicate Sq Ft of Living Area 3852

COUNTY ENGINEER

[] Commercial or Institutional Facility

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

Type of Facility

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

Restaurants, Lounges, Theaters - Indicate Number of Seats

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

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: \$ 450,000 (Structure Only)

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

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

Source of Water [X] Public [] Private Well

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

By signing this application, I certify that:

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

Signature of Owner [Handwritten Signature]

Date 12-18-18

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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) MAXX AIR M600 Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 360

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

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

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

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

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

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

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

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

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer (handwritten signature)

Date December 11, 2018

AFFIDAVIT



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THE COUNTY OF COMAL
STATE OF TEXAS

Yes

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

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

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II

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

COUNTY ENGINEER

3 UNIT/PHASE/SECTION _____ BLOCK 380 LOT Havenwood at Hunters Crossing SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): JOHN BOYD & KRISTIN BOYD

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 18th DAY OF December, 2018

[Signature]
x *[Signature]*
Owner(s) signature(s)

John Boyd
Kristin Boyd
Owner (s) Printed name (s)

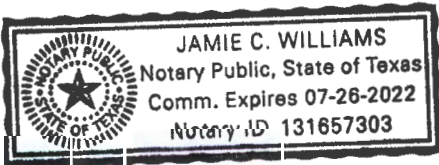
John & Kristin Boyd
December, 2018

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 18th DAY OF

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

[Signature]
Notary Public Signature

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/21/2018 01:40:48 PM
TERRI 1 Page(s)
201806048539



(Notary Seat Here)



[Signature]



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: JOHN & KRISTIN BOYD
Site Address: 813 OAK BLUFF TRAIL
City/State: NEW BRAUNFELS, TX Zip: 78132
County: COMAL Permit#: _____
Phone Number: _____
E-mail: _____

PROPERTY LEGAL DESCRIPTION:

HAVENWOOD AT HUNTERS CROSSING, UNIT 3, LOT 380

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between JOHN & KRISTIN BOYD, (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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COUNTY ENGINEER

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

Date of License to Operate: _____ Last Date of Service: _____

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

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

IV. Payment(s): Client shall pay to Contractor _____, 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]

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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 work performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.

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

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

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

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

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

Client



Contractor:



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

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

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

Approved by Contractor:

MP#0001708

CHRISTOPHER RYAN SEIDENBERGER

Approved by Client:

AS *Hugh Boyd*

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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:

AS *KB*

Contractor:

CS

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

December 11, 2018

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

RE- SEPTIC DESIGN
813 OAK BLUFF TRAIL
HAVENWOOD AT HUNTERS CROSSING, UNIT 3, LOT 380
NEW BRAUNFELS, TX 78132
BOYD RESIDENCE

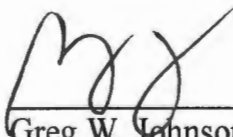
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Ms. Brenda Ritzen/Sandra Hernandez,

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

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40, 285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

 12/11/18

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



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

Date Soil Survey Performed: December 10, 2018

Site Location: HAVENWOOD at HUNTERS CROSSING, UNIT 3, LOT 380

Proposed Excavation Depth: N/A

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Requirements:

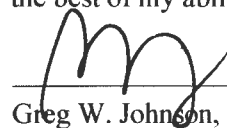
- At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
- Locations of soil boring or dug pits must be shown on the site drawing.
- For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation 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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SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 6"	BROWN
1						
2						
3						
4						
5						

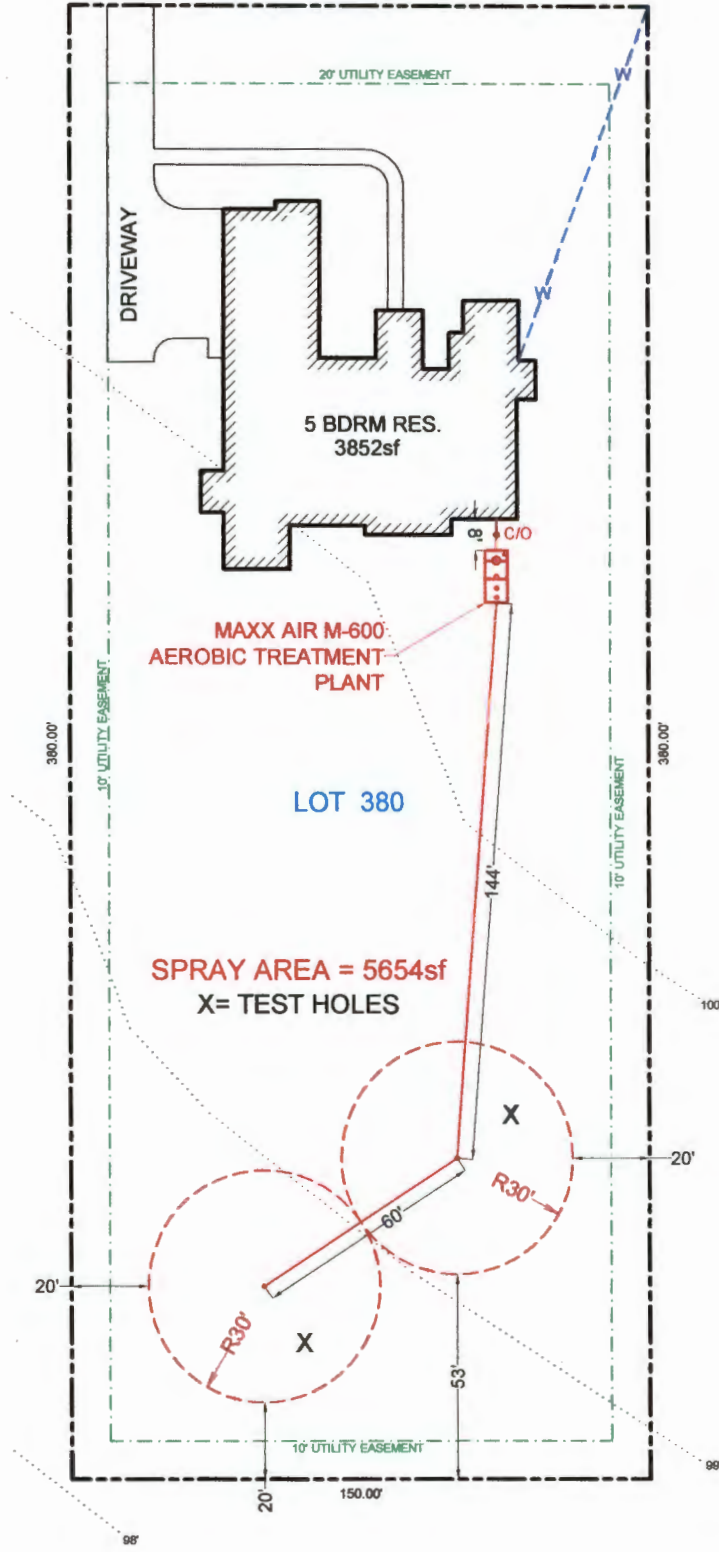
SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

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

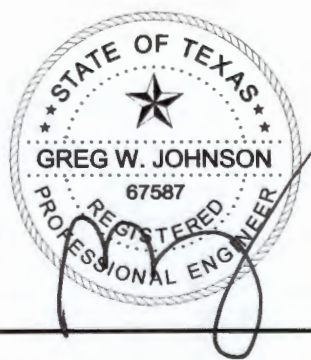

Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

12/10/18
Date

OAK BLUFF TRAIL 150.00'



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 DEC 21 2018
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OWNER: JOHN & KRISTIN BOYD		DRAWN BY: EJS III	
STREET ADDRESS: 813 OAK BLUFF TRAIL			
LEGAL DESC: HAVENWOOD at HUNTERS CROSSING	UNIT/SECTION/PHASE: 3	BLOCK:	LOT: 380
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 12/11/2018	REVISED:



TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

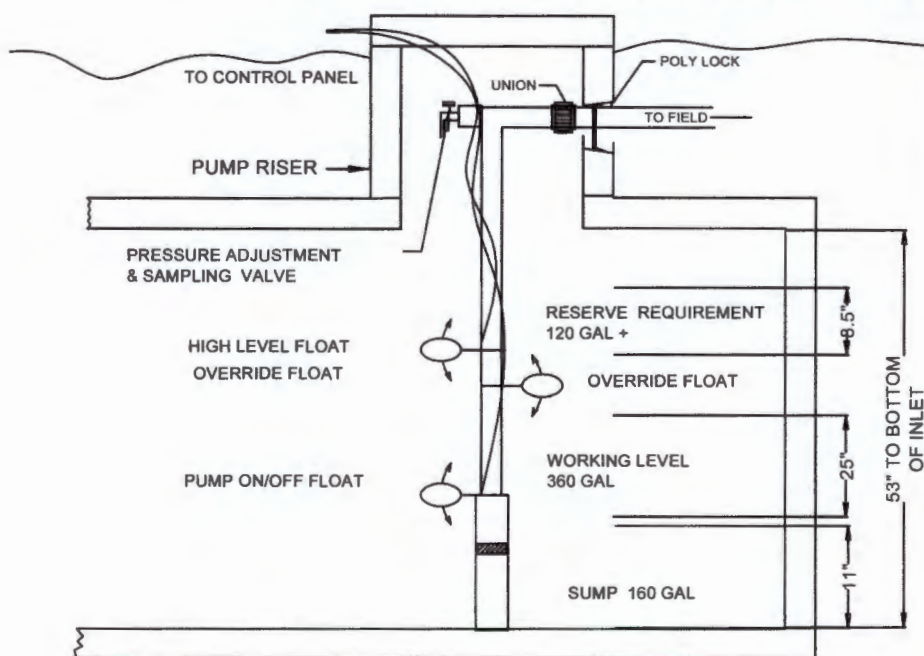
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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

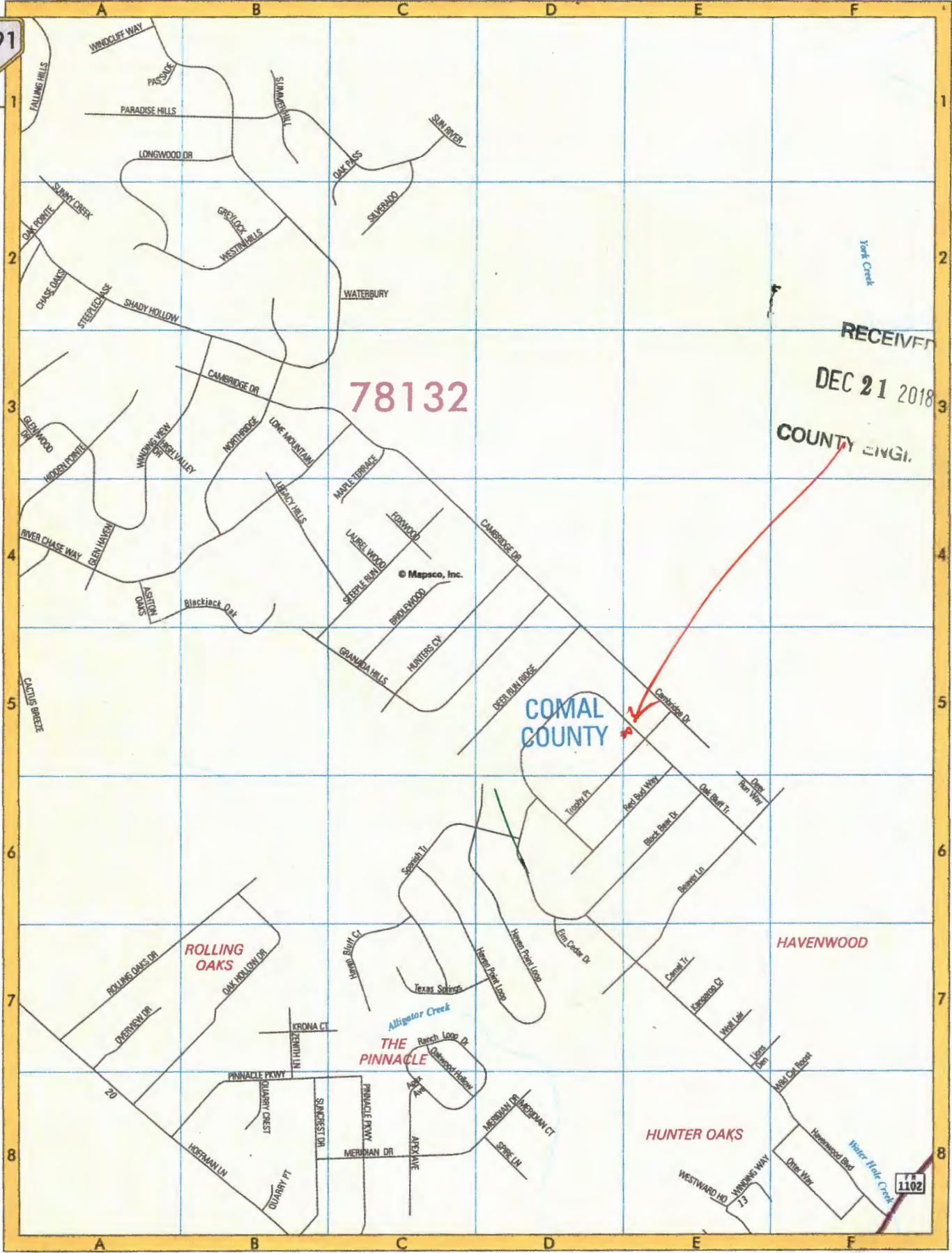


F-2585

12/11/18

**TYPICAL PUMP TANK CONFIGURATION
MAXX AIR M600 - 768 GAL PUMP TANK**

391



78132

COMAL COUNTY

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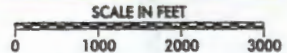
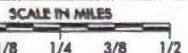
ROLLING OAKS

HAVENWOOD

THE PINNACLE

HUNTER OAKS

1102



3/10
STC/1409133213 NR



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS 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.

WARRANTY DEED WITH VENDOR'S LIEN

DATE: September 3, 2014

GRANTOR: Irma L. Paulini and spouse, Kevin Paulini

GRANTOR'S MAILING ADDRESS:

3765 Presidio Point, Unit 202
Colorado Springs, Colorado 80920

GRANTEE: John Boyd and spouse, Kristin Boyd

GRANTEE'S MAILING ADDRESS:

2034 Dragon Trail
New Braunfels, Texas 78130

CONSIDERATION:

Ten and No/100 Dollars (\$10.00) cash and other good and valuable consideration to the undersigned paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, and the additional sum of Forty-Three Thousand Two Hundred and No/100 Dollars (\$43,200.00) cash in hand paid to Grantor by The Cowboy Bank of Texas ("Lender"), at the special instance and request of and as a loan to Grantee, the receipt whereof in full by Grantor is hereby acknowledged. The purchase money payment and loan is evidenced by that certain Promissory Note ("Note") bearing even date herewith in the principal sum of \$43,200.00, executed by Grantee and payable to the order of Lender. The Note bears interest and is due and payable as is more particularly provided therein. The Note contains the usual provisions regarding interest on past due principal and interest, attorneys' fees and acceleration of maturity. The Note is secured by vendor's lien retained herein and by Deed of Trust of even date herewith from Grantee to Brandon C. Vaughan, Trustee.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

Lot 380, Havenwood at Hunters Crossing, Unit Three, situated in Comal County, Texas, according to the Map or Plat thereof recorded under Comal County Clerk's Document No 200606046131 in the Map or Plat Records of Comal County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

- Standby fees, taxes and assessments by any taxing authority for the year 2014, and subsequent years, and subsequent tax assessments by any taxing authority for prior years due to change in land usage or ownership.
- All oil, gas and other minerals in, on and under the Property, together with right of ingress and egress, mining and oil drilling privileges appurtenant thereof, heretofore reserved by predecessors in title.

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3. Restrictive covenants and other matters of record contained in instruments recorded under Comal County Clerk's Document No. 200606046131 in the Map or Plat Records of Comal County, Texas, and under Comal County Clerk's Document Nos. 200506026533; 200606015924; 200606046401; 200606049500; 200806007362; 200906013082; 201106044283; 201206032309; 201206045620; 201206045621; and 201306031600 in the Official Public Records of Comal County, Texas.

4. Building setback line, twenty-five feet (25') wide, along front property line, as shown on plat recorded under Comal County Clerk's Document No. 200606046131 in the Map or Plat Records of Comal County, Texas.

5. Twenty feet (20') front public utility, drainage and embankment/backslope easement shown on plat recorded under Comal County Clerk's Document No. 200606046131 in the Map or Plat Records of Comal County, Texas.

6. Ten feet (10') side and rear public utility and drainage easement shown on plat recorded under Comal County Clerk's Document No. 200606046131 in the Map or Plat Records of Comal County, Texas.

7. Thirty feet (30') drainage easement centered on all natural runoff channels, creeks and swales shown on plat recorded under Comal County Clerk's Document No. 200606046131 in the Map or Plat Records of Comal County, Texas.

8. All charges, liens and assessment, including that lien to secure payment in favor of Havenwood at Hunters Crossing Property Owners Association as set out in instruments recorded under Comal County Clerk's Document Nos. 200606015924 and 200906013082 in the Official Public Records of Comal County, Texas.

9. Edwards Aquifer Protection Plan Affidavit recorded under Comal County Clerk's Document No. 200606006440 in the Official Public Records of Comal County, Texas.

10. Non-Standard Service Agreement recorded under Comal County Clerk's Document No. 200606004726 in the Official Public Records of Comal County, Texas.

11. Utility Line Right-of-Way Agreement recorded under Comal County Clerk's Document No. 200506007058 in the Official Public Records of Comal County, Texas.

12. Utility easement recorded under Comal County Clerk's Document No. 200706023290 in the Official Public Records of Comal County, Texas.

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

The vendor's lien against and superior title to the Property are retained until the Note is fully paid according to its terms, at which time this deed shall become absolute. Said vendor's lien and superior title are retained for the benefit of Lender and are hereby transferred by Grantor to Lender, without recourse on Grantor.

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

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EXECUTED EFFECTIVE as of, although not necessarily on, the day and year first above written.

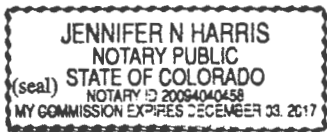
GRANTOR:

Irma L. Paulini
Irma L. Paulini

K. Paulini
Kevin Paulini

STATE OF Colorado
COUNTY OF EL PASO

This instrument was acknowledged before me on September 3, 2014, by Irma L. Paulini.



Jennifer N Harris
Notary Public, State of Colorado

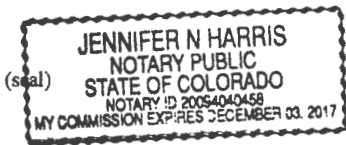
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COUNTY ENGINEER

STATE OF Colorado
COUNTY OF EL PASO

This instrument was acknowledged before me on September 3, 2014, by Kevin Paulini.



Jennifer N Harris
Notary Public, State of Colorado

After recording, return to:

John Boyd
Kristin Boyd
2034 Dragon Trail
New Braunfels, Texas 78130

P:\DocUg\CowboyBank\Boyd\M&E-143.200\W\dvt.wpd

Prepared in the law offices of:

Sims Moore Hill Gannon & Crain, L.L.P.
211 E. Franklin Street
P. O. Box 1096
Hillsboro, Texas 76645

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
09/08/2014 09:05:25 AM
KELLI 3 Page(s)
201408031447



Joy Streater

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

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

Permit #: 108541

To: Paul Swoyer Septics, LLC
813 Oak Bluff Trail
New Braunfels, TX 78132

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

Contract: 2/25/2019 - 2/25/2022
 Inspections per year: 3
 Service Due: 6/25/2019
 Alt Phone:
 Warranty Ending:

Site: 813 Oak Bluff Trail, New Braunfels
 Agency: Comal County
 County:
 Subdivision: Havenwood at Hunter's Crossing

Installed:
 Phone
 Cell
 Work

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

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

Test Results and observations: (As Required)

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

Repairs made: Y / N

Repairs and Comments: NO COMMUNITY GATE LOCK TO ACCESS
NO POWER TO SYSTEM

Inspector: _____ Date: _____

Area 10
 GPS

ID = 826

Printed 6/28/2019

813 Oak Bluff Trail, New Braunfels

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

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

Permit #: 108541

To: Home Owner
813 Oak Bluff Trail
New Braunfels, TX 78132

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

Site: 813 Oak Bluff Trail, New Braunfels
 Agency: Comal County
 County:
 Subdivision: Havenwood at Hunter's Crossing

Installed:
 Phone:
 Cell:
 Work:

Contract: 2/25/2019 - 2/25/2022
 Inspections per year: 3
 Service Due: 10/25/2019
 Alt Phone:
 Warranty Ending:

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

Item	Operational	Inoperative	N/A		
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	1	8
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Air compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2	6
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	3	0
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Autodialer:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Water Meter Reading: _____	CFM: _____	PSI: _____			

Test Results and observations: (As Required)

Fecal Coliform: _____
 Chlorine Residual: .01
 Test Method: GPRB
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments: SCUM 1/2

Inspector: _____ Date: _____

29.805843
 98.0697841

key key 1123

Area: / 0
 GPS: ID = 826

Printed 10/22/2019

813 Oak Bluff Trail, New Braunfels

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

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

Permit #: 108541

To: Home Owner
813 Oak Bluff Trail
New Braunfels, TX 78132

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

Site: 813 Oak Bluff Trail, New Braunfels
 Agency Comal County
 County
 Subdivision Havenwood at Hunter's Crossing

Installed
 Phone:
 Cell:
 Work:

Contract: 2/25/2019 - 2/25/2022
 Inspections per year 3
 Service Due 6/25/2020
 Alt Phone
 Warranty Ending

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

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

1-12
 2-3
 3-0

Test Results and observations: (As Required)

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

Repairs made: Y/N

Repairs and Comments: Sum = 1

Inspector: [Signature] Date: _____

key key 1123

Area / 0
 GPS: 29 805843 -98.0697 ID = 826

Printed 6/25/2020

813 Oak Bluff Trail, New Braunfels

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

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

To: Home Owner
813 Oak Bluff Trail
New Braunfels, TX 78132

Printed: 2/2/2021
Site: 813 Oak Bluff Trail
New Braunfels, TX 78132

Permit #: **108541**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Havenwood at Hunter's Crossing

Customer ID: 826

Contract Dates: 2/25/2019 - 2/25/2022

Scheduled Date 2/25/2021

Inspection 6 of 9

GPS Coordinates - Latitude: 29.805843 Longitude: -98.069784

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/1/2021

Entered By: _

Method: Grab

Technician: Chris Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.11

Sludge Levels

For Tank 1: 16

For Tank 2: 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 on pretreatment: 3" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #: 7884

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

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

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

To: Home Owner
813 Oak Bluff Trail
New Braunfels, TX 78132

Printed:6/9/2021
Site: 813 Oak Bluff Trail
New Braunfels, TX 78132

Permit #: **108541**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Havenwood at Hunter's Crossing

GPS Coordinates - Latitude: 29.805843 Longitude: -98.069784

Customer ID: 826

Contract Dates: 2/25/2019 - 2/25/2022

Scheduled Date 6/25/2021

Inspection 7 of 9

Service Type: Scheduled Inspection

Visit Date: 6/8/2021

Method: Grab

Technician: Chris Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.16

Sludge Levels

For Tank 1: 18

For Tank 2: 10

For Tank 3: 2

This counts as a type of "Scheduled Inspection"

Entered By: _

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:4" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature:

Insp ID #:10171

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

License Info: MT001878 Expires: 7/31/2023

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

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

To: Home Owner
813 Oak Bluff Trail
New Braunfels, TX 78132

Printed:10/18/2021
Site: 813 Oak Bluff Trail
New Braunfels, TX 78132

Permit #: **108541** Customer ID: 826
Agency: Comal County Contract Dates: 2/25/2019 - 2/25/2022
County: Sub: Havenwood at Hunter's Crossing Scheduled Date: 10/25/2021 Inspection 8 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.805843 Longitude: -98.069784

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/8/2021

Entered By: Danielle Jordan

Method: Grab

Technician: Landon Gronvold

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: 0.1mg/L

Sludge Levels
For Tank 1: 24
For Tank 2: 12
For Tank 3: 6

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

Service Completed

Insp ID #:12349

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

Printed: 10/11/2022 Insp ID #: 21631

Permit #: **108541**

To: John Boyd
813 Oak Bluff Trail
New Braunfels, TX 78132

Main Phone: (830) 708-5088
Work:
Cell Phone:
Alt Cell:

Agency: Comal County
County: Sub: Havenwood at Hunter's Crossing
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 826
Contract Dates: 2/25/2022 - 6/25/2023
Scheduled Date: 10/25/2022 Inspection 1 of 3
Installed: 2/25/2019
Warranty End: 2/25/2022
GPS Coordinates: Latitude: 29.805843 Longitude: -98.069784

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/11/2022

Entered By: Nicole Loria

Method: Grab

Copy emailed to Customer

Customer Emailed: 10/11/2022

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 4

Irrigation Pumps: Operational

For Tank 2: N/A

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .04

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

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 10/11/2022.

Site: 813 Oak Bluff Trail, New Braunfels, TX 78132

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

Printed: 2/13/2023 Insp ID #: 25494

Permit #: **108541**

To: John Boyd
813 Oak Bluff Trail
New Braunfels, TX 78132

Main Phone: (830) 708-5088
Work:
Cell Phone:
Alt Cell:

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

Sub: Havenwood at Hunter's Crossing

Customer ID: 826
Contract Dates: 2/25/2022 - 6/25/2023

Scheduled Date: 2/25/2023 Inspection 2 of 3
Installed: 2/25/2019
Warranty End: 2/25/2022
GPS Coordinates: Latitude: 29.805843 Longitude: -98.069784

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/12/2023

Entered By: Ashley Spitzenberger

Method: Grab

Copy emailed to Customer

Technician: Fabian Young

Customer Emailed: 2/13/2023

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 1

Irrigation Pumps: Operational

For Tank 2: NA

Disinfection Device: Operational

For Tank 3: 24

Chlorine Supply: Operational

For Tank 4: 4

Chlorine Residual: .26

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 12 - 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 2/13/2023.

Site: 813 Oak Bluff Trail, New Braunfels, TX 78132

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: John Boyd
Site Address: 813 Oak Bluff Trail
City/State: New Braunfels, Tx **Zip:** 78132
County: Comal **Permit#:** 108541
Phone Number: 830-708-5088
E-mail: john@johnboydsf.com

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between John Boyd (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: 06/25/2023 Last Date of Service: 06/25/2024

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.


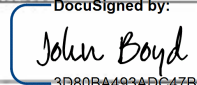
Client: 

Contractor: 

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:  3D80BA493ADC47B...

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:  DS JB
Contractor: 

Luna Environmental

4222 FM 482
New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:8/22/2023

Permit: 108541

Site: 813 Oak Bluff Trail, New Braunfels, TX 78132

Main Phone: 8307085088

John Boyd
813 Oak Bluff Trail
New Braunfels, TX 78132

Agency: Comal County
County: Comal County
Subdivision: Havenwood at Hunter's Crossing

System Info: MFG: Brand: MAXX AIR

Customer ID: 2225

Treatment Type: Aerobic

Disposal Type: Surface Application

Insp ID: 31712

Installed: 2/25/2019

Warranty Expiration: 2/25/2022

Visit Details

Visit Date: 8/22/2023

Entered By: Ryan Seidensticker

GPS Lat: 29.805843 GPS Long: -98.069784 <----->

Scheduled Date: 6/25/2023

Contract Starts: 6/25/2023

Customer Emailed: 8/22/2023

Entered On: 8/22/2023

Contract Ends: 6/25/2024

Visit Results

Service Type: Scheduled Inspection

Count: Inspection 1 of 3

Method: Grab

License #

Expires

Technician: Not Assigned

Provider: Luna Environmental, LLC

Service Completed

Aerators: Operational

Sludge Level Tank 1: NA

Filters: Operational

Irrigation Pumps: Operational

Sludge Level Tank 3: 30

Disinfection Device: Operational

Sludge Level Tank 4: 2

Chlorine Supply: Operational

Tank Lid / Riser: Secured

Electric Circuits: Operational

Insp. Port / Plug: Secured

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Alarm: Operational

Comments

Scum on pretreatment 7" pumping recommended due to large amount of sludge buildup in clarifier - 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 8/22/2023.