

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 03/29/2019 Permit Number: 108564

Location Description: 439 QUEST AVE SPRING BRANCH, TX 78070

Subdivision: Mystic Shores
Unit: 1
Lot: 176
Block:
Acreage:

Type of System: Aerobic Surface Irrigation

Issued to: Pogue & Company

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.

Signature of Environmental Health Inspector

ENVIRONMENTAL HEALTH INSPECTOR

OS0034322

Licensing Authority

Comal County Environmental Health

Signature of Environmental Health Coordinator

ENVIRONMENTAL HEALTH COORDINATOR

OS0007722



## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: OS0026238  
 1st Inspection Date: 3.18.19 2nd Inspection Date: 3.29.19 3rd Inspection Date: \_\_\_\_\_  
 Inspector Name: Andrea R. Inspector Name: Andrea R. Inspector Name: \_\_\_\_\_  
 Permit#: 108564 Address: 439 Quest Ave.

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)(III) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

3.18.19  
 Tank, cover, set, operation. No leaks. Tank: lines ready for covers. pool not in yet. Remove trees with lot & spray area.

3.29.19  
 Covered trees removed still no pool in.



**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	✓		see	✓		
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)(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)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
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.
	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom ) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes ( 3/16 - 1/4" dia. Hole Size ) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
32	AEROBIC TREATMENT UNIT is Aerobic Unit Installed According to Approved Guidelines.	✓	285.32(c)(1)		✓	✓	
33	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	✓			✓	✓	
34	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓			✓	✓	
35	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
36	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
37	PUMP TANK Secondary restraint system provided						
38	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						
39							



## Comal County Environmental Health OSSF Inspection Sheet

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)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(I) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		✓		
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(I) 285.33(d)(2)(A) 285.33(d)(2)(F)		✓		
42	APPLICATION AREA Area Installed	✓				✓	
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: 3-18-19 2nd Inspection Date: \_\_\_\_\_ 3rd Inspection Date: \_\_\_\_\_

Inspector Name: anerea R. Inspector Name: \_\_\_\_\_ Inspector Name: \_\_\_\_\_

Permit#: 108564 Address: 439 Quest Ave.

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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)				

3-18-19  
 Tank, cover, set, operation. No leaks.  
 Tank: lines ready for cover.  
 roof not in yet.  
 remove trees with 100' or spray area.



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OSSF Inspection Sheet**

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29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
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**Comal County Environmental Health  
OSSF Inspection Sheet**

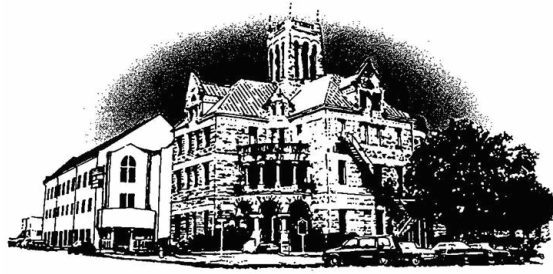
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes &lt; 2.0%</p> <p>EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less &amp; an additional 400 ft. for each additional bedroom )</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. &amp; 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.) &amp; 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 &amp; Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</p> <p>AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank</p> <p>AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions</p>						
35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>						
36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials &amp; 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 &amp; 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>						
39	<p>PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried</p>						



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OSSF Inspection Sheet**

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40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II)285.33(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						





# Comal County

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: 108564  
Issued This Date: 01/02/2019  
This permit is hereby given to: Pogue & Company

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

439 QUEST AVE  
SPRING BRANCH, TX 78070

Subdivision: Mystic Shores  
Unit: 1  
Lot: 176  
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.



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

Date 6 Sep 18 Permit # 108564  
 Owner Name POGUE Company Agent Name FRANK AGUIRE  
 Mailing Address PO B 312053 Agent Address 16139 OLD STABLE RD  
 City, State, Zip WB 78131 City, State, Zip SAN ANTONIO TX 78247  
 Phone # 210 422 7024 Phone # 210 275 7866  
 Email JPOGUE@BUILDWITHITUP.COM Email FRANKSKEPIC45@gmail.com

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

Subdivision Name MYSTIC SHORES Unit 1 Lot 176 Block \_\_\_\_\_  
 Acreage/Legal \_\_\_\_\_  
 Street Name/Address 439 QUEST City \_\_\_\_\_ Zip \_\_\_\_\_

**Type of Development:**

Single Family Residential  
 Type of Construction (House, Mobile, RV, Etc.) House  
 Number of Bedrooms 3  
 Indicate Sq Ft of Living Area 2308

RECEIVED  
 DEC 26 2018  
 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: \$ 100,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?  
 Yes  No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water  Public  Private Well

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

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

Signature of Owner \_\_\_\_\_

Date 6 Sep 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 FRANK AGUIRRE \*

System Description 1 1/2" TUB SPRAY

Size of Septic System Required Based on Planning Materials & Soil Evaluation  
Tank Size(s) (Gallons) 500 Absorption/Application Area (Sq Ft) 39.26

Gallons Per Day (As Per TCEQ Table III) 240  
(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ.)

Is the property located over the Edwards Recharge Zone?  Yes  No  
(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property?  Yes  No  
(If yes, the R.S. or P.E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP?  Yes  No  
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

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

Is there an existing TCEQ approval CZP for the property?  Yes  No  
(If yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP?  Yes  No  
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city?  Yes  No  
If yes, indicate the city: \_\_\_\_\_

\*  
210 275 7866  
FRANK SEPTIC 45  
@gmail.com

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 6 Sep 18

RECEIVED  
DEC 26 2018  
COUNTY ENGINEER



Property deed: See attached

ATU affidavit: *Jimmie L. Poove*

201806048241 12/20/2018 10:57:30 AM 1/1

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF Comal, STATE OF TEXAS

CERTIFICATION OF ON-SITE SEWAGE FACILITIES REQUIRING MAINTENANCE

According to the Texas Commission on Environmental Quality (TCEQ) Rules for On-site Sewage Facilities (air or systems), this document is filed in the Deed Records department of Comal County, Texas.

The Texas Health & Safety Code, Chap. 366, authorizes TCEQ to regulate OSSFs. Additionally, the Texas Water Code, Para. 5.012 and 5.014, gives TCEQ 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. TCEQ, under 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, TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by TCEQ of the suitability of the OSSF nor does it constitute any guarantee by TCEQ that the appropriate OSSF was installed.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code, 285.91 (2) will be installed on the property described as:

439 QUEST DR. LOT 6, U-1  
MYSTIC SHORES  
POOVE & OWNER JIMMIE L. POOVE

The property is owned by: (owner's full name) JIMMIE L. POOVE

This OSSF must be covered by a continuous maintenance contract. All maintenance on this OSSF must be performed by an approved maintenance company and a signed maintenance contract must be submitted to Comal County or permitting authority within 30 days after the property has been transferred.

The owner will, upon any sale or transfer of the above described property, request a transfer of the permit for the OSSF to the buyer or new owner. A copy of the plan/permit materials for the OSSF can be obtained from Comal County or permitting authority.

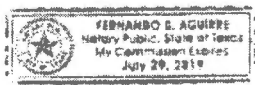
WITNESS MY/OUR HAND(S) ON THIS 6 day of SEP 2018

Owner by: *[Signature]* JIMMIE L. POOVE

SWORN TO AND SUBSCRIBED BEFORE ME on this 6 day of SEP 2018

*[Signature]*  
Notary Public, State of Texas  
Notary's printed name: FERNANDO B. AGUIRRE  
My commission expires: July 29, 2019

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Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
12/20/2018 10:57:30 AM  
TERRI I Page(s)  
201806048241

*Bobbie Koepf*

Maintenance agreement: *Jimmie L. Poove* See attachments





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

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MP#0001708  
CHRISTOPHER RYAN SEIDENSTICKER

Customer: POQUEE Co.  
Site Address: 439 QUEST  
City/State: \_\_\_\_\_ Zip: \_\_\_\_\_  
County: \_\_\_\_\_ Permit#: \_\_\_\_\_  
Phone Number: 2104227024  
E-mail: J.POQUEE@BUICKWITHJEP.com

PROPERTY LEGAL DESCRIPTION:  
C-176, 0-  
MYSTIC SHORES

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



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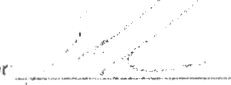
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XIV. **Headings** The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.


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: 



Site evaluation: *Chris Heimann*

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Applicant/site

Name: Pogue & Company, dba JLP Builders Inc.  
 Location: 439 Quest Avenue  
 Date: 5 September 2018  
 Site Evaluator: Chris Heimann, 209 Clydesdale, Cibolo, Texas 78108, Lic # 32694,  
 Expires 4/20.

Soil Boring/ Backhoe Pit Number <u>1</u>		Surface Elevation _____		Proposed Depth Elevation _____
Depth (Feet)	Soil Texture	Texture Class (Ia, Ib, II, III, IV)	% Gravel (Required when Texture Class is II or III)	Observation Notes (Restrictive Horizon, Size of Gravel, Soil in situ, Matting, Fractured Rock, Rooted Weathering)
0	4' lime-stone	Class IV	0	Class IV
1				
2				
3				
4				
5				
6				No test holes

Soil Boring/ Backhoe Pit Number <u>2</u>		Surface Elevation _____		Proposed Depth Elevation _____
Depth (Feet)	Soil Texture	Texture Class (Ia, Ib, II, III, IV)	% Gravel (Required when Texture Class is II or III)	Observation Notes (Restrictive Horizon, Size of Gravel, Soil in situ, Matting, Fractured Rock, Rooted Weathering)
0	Same	Same	Same	Same
1				
2				
3				
4				
5				
6				

By my signature, I hereby certify that the information provided in this report is based on my site observations and is accurate to the best of my ability. I understand that any misrepresentation of the information contained in this report may be grounds to revoke or suspend my license.

The site evaluation determined the site is suitable for a spray disposal system with ATU treatment. According to Table III, the site is suitable / not suitable for the proposed system. A copy of Tables IX and XIII have been given to the property owner to inform them of other alternatives based upon the results of this site evaluation.

Signatures: *Chris Heimann* See above Date: See above  
 TCEQ/PE License # \_\_\_\_\_





16159 Old Stable Rd. San Antonio, Texas 78247-4490  
 Frank Aguirre, R.S. 210.275.7866 frankseptic45@gmail.com  
 Chris Heimann, S.E., D.R. 210.827.1607 chrisseptic70@gmail.com

PLANNING MATERIALS FOR A SEPTIC SYSTEM IN COMAL COUNTY

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DATE, FIELD WORK: 6 September 2018 *Sandra Hernandez*

THE PLAYERS:

Property owner: Pogue & Company, a Texas corporation, dba JLP Builders Inc., c/o JLP Builders, Inc., P.O. Box 312053, New Braunfels, Texas, 78131, (210)422-7024, [jpogue@buildwithjlp.com](mailto:jpogue@buildwithjlp.com)  
 Site Evaluator: Chris Heimann, SE, #32694  
 Designer: Frank Aguirre, R.S., Lic. 994  
 Installer: Paul Swoyer, 830.935.4936  
 Septic system design review & inspections: Comal County: Brenda Ritzen or Sandra Hernandez, 830.608.2090

THE PROPERTY:

Street numerical address: 439 Quest Avenue  
 Legal description: Lot 176, Mystic Shores, Unit 1

Contributing zone: The property is on the Contributing zone and the septic system design complies with all the provisions of the existing CZP.

THE PROPOSED PROJECT:

A new single family residence, 3 BR, 2308 SF

THE ESTIMATED SEWAGE PRODUCTION CHARACTERISTICS:

Hydraulic loading estimated at 240 gpd, sized, by regulations, to a 3 BR home.  
 Organic loading estimated at 140 to 300 mg/l BOD with traces of FOG and TSS (residential strength)

DESCRIPTION OF PROPOSED MONITORING OF SEWAGE CHARACTERISTICS:

Hydraulic loading as the major portion of the water meter reading.

TARGET FINAL EFFLUENT PARAMETERS:

Hydraulic loading less than the estimated loading on ANY GIVEN DAY.  
 Organic loading: BOD and TSS of less than 65 mg/l

WATER SOURCE: CLWS



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SITE EVALUATION DATA:

- A. This certifies that proper soil analysis procedures were followed.
- B. Soils at this site are Class IV and are not suitable with respect to texture.
- C. The overall site suitability is not appropriate for a Standard on-site wastewater system.

OVERALL SEPTIC SYSTEM COMPONENTS:

Collection: (It is crucial that all sewer drops exiting this home/building be as shallow as possible, still meeting elevation plumbing requirements in the slab. This design assumes a shallow sewer drop exit.) About 10' of tightline from the house to the ATU with a cleanout within 3' of the house.

Pre-treatment: Single compartment (trash) tank in front of the ATU

Treatment: 500 gpd ATU (aerobic treatment unit) with disinfection

The system to be installed must be done so in STRICT ACCORDANCE WITH ALL MANUFACTURER'S RECOMMENDATIONS by a Class II septic system installer.

Water pump requirements: Must overcome an elevation head of 6', a friction head of 8' and a maximum head at the spray head of 45' for a total head of 59'. It shall operate the spray heads at two application times (operated by a control box using a timer) - 12 midnight and 4 am cycles of 120 gal. each cycle. At 10 gpm, each cycle shall run for 12 minutes.

Supply line size: 1"

Sprayheads: K-rain 1303 RCW or equal

Recycling: The required spray area for this size of residence is 3750 SF.

The actual spray shall be 3926 SF and shall consist of two 25' full circle sprays at 5 gpm for a total of 10 gpm.

The spray area shall be covered with grasses, evergreen shrubs, bushes, trees or landscaped beds containing mixed vegetation.

Float Switch Placements

Actual liquid measurements:

60" depth, 60" length, 60" width, dividing by 12 to go to "feet":

5' depth, 5' length, 5' width

Capacity, in CF, = 5' x 5' x 5' = 125 CF X 7.48 gal/CF = 935 gal (Actual tank capacity)

935 gal = 15.58 gal/inch

60" depth

Volume needed for a single dose = 240 gal/2 = 120 gal.

120 gal = 8" needed between the "Off" and "On" switches



15.58 gal/in *[Signature]*

Volume needed between the "On" and "Alarm" switches = 1 day's volume = 240 gal

$\frac{240 \text{ gal}}{15.58 \text{ gal/in}}$  = 15" needed between the "On" and "Alarm" switches

Volume required above the "alarm" switch = 1/3 day's volume = 80 gal.

$\frac{80 \text{ gal.}}{15.58 \text{ gal/in}}$  = 6" needed above the "alarm" switch

Locations of float switches:

Distance between the OFF and ON switches = 8"

+ Distance between the ON and Alarm switches = 15"

+ Distance between the Alarm switch and Inlet = 6"

Minimum working depth required = 29"

Actual working depth available = 60"

+Min. height needed above floor of tank for the OFF switch = 8"

Minimum tank depth from Inlet to bottom of tank = 37"

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#### CODE COMPLIANCE

*Everyone realizes that the QUALITY of sewage from a restaurant is more to treat than that from a residence, because of the presence of FOG - fats, oils and greases. But not enough attention is given to the fact that HOME sewage can also include high FOG contents from cosmetics, bath oils, suntan lotion, etc. in addition to cooking greases and food scraps. Medications taken by persons living in the home, bleaches and non-eaten plastics and paper can also play havoc with the septic system.*

*Technical note: Home sewage should have no higher than 60 mg/l in Total Suspended Solids, 20 mg/l in FOG and 300 mg/l in BOD. Exceeding any of these limits can cause serious damage and malfunction to the septic system, in addition to that causes my more VOLUME of sewage than that for which the system was designed.*

*Aerobic Treatment Units (ATU's) must be approved by the TCEQ and installed, managed, monitored and maintained in accordance with manufacturer's recommendations. All wiring and piping must be in accordance with Ch. 285, septic system regulations, as a MINIMUM.*

*It is not within the scope of this document to cite all the engineering and construction standards that apply to this project. This is a PERFORMANCE design that is modeled to meet...*

- 1. All septic regulations of the Texas Commission On Environment Quality, Chap. 285, version of 28 Dec 2012, and*
- 2. All construction standards that are generally accepted with the septic system industry, and*
- 3. All requirements as stated by the local inspection jurisdiction in which the property sits.*



**BEST PRACTICES**

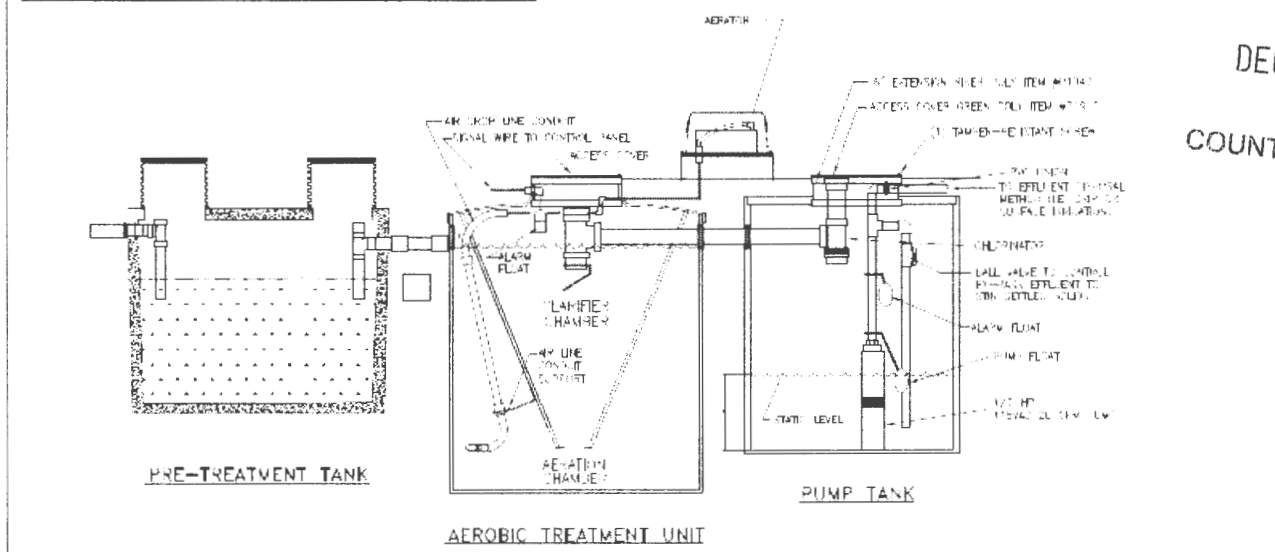
It is the opinion of this designer that both state and local jurisdiction requirements represent **MINIMUM** government regulations that may or may not result in a septic system that meets the property owner's **EXPECTATIONS** of it providing dependable, long-lasting service. Therefore, the property owner should consider some of the many **UPGRADES** that are available from the **INDUSTRY** and the **MANUFACTURER'S** side of the project.

As part of the "best practices" thrust, **ALL** septic systems of all types can deliver long-lasting, dependable service **IF and ONLY IF** the owner of the system includes these three items:

- Management** - The sewage that is sent to the system must be within both its quantitative and qualitative design limits.
- Monitoring** - Every system must be closely watched for any signs of failure. The best monitoring includes specific measurements of its various characteristics.
- Maintenance** - The system must be properly maintained on a regularly scheduled basis by a qualified and licensed person.

**Chemical characteristics:** The parameters of typical residential-strength sewage are: BOD-140, TSS - 75, FOG - 15, DO - .5, pH - 7 and temp 59.

**Generic cross-section of a typical ATU:**



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I hereby certify that this design conforms to both TCEQ and local regulations for On-Site Sewage Facilities and, with proper use, maintenance, and under normal climatic conditions, can be expected to function without creating a nuisance.

Sincerely,

Frank Aguirre, Registered Sanitarian, Lic. 994, SE 10807, DR 30400  
Chris Heimann, SE 32694, DR 32589



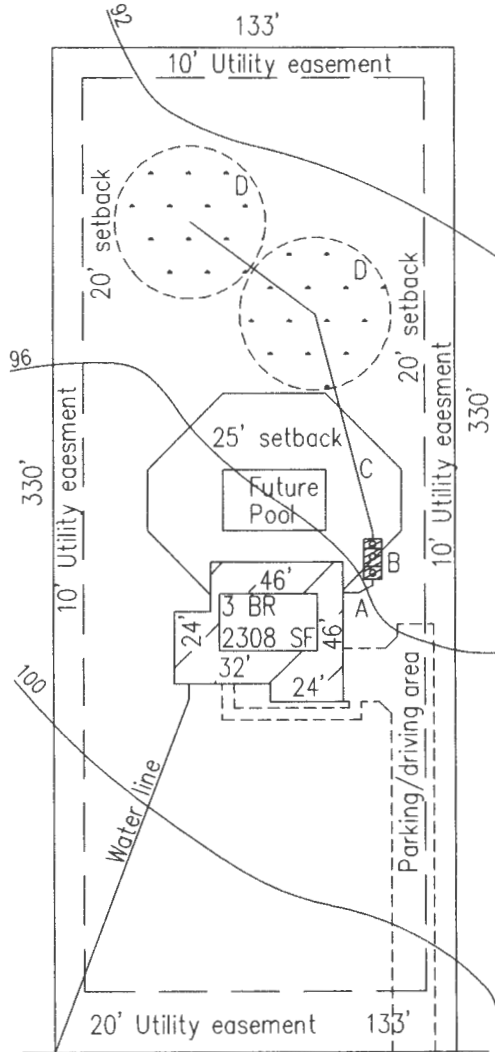


**Septic Systems Express**  
DBA of Frank Aguirre and Associates, Inc.



1" = 60'

POGUE & COMPANY  
6 SEPTEMBER 2018



439 QUEST AVENUE

- A = ± 10' of 4" pvc Sch. 40 tightline with a cleanout within 3' of house
- B = Pretreatment, 500 gpd ATU, chlorinator and pump tank
- C = ± 140' of 1" supply line
- D = 25' radius full circle = 1963 SF

Sprayfield:  
Two 25' radius full circles = 3926 SF

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*Frank Aguirre*



RS 994  
OS10807  
DR 30400  
L-176,U-1  
MysticShores

Note: The contractor may make field adjustments to the system so as to better fit specific site conditions. All angles, lengths and locations shown are approximate and are adjustable during the



Location: *Link Region*

Rebecca Creek Elementary School

North Shore United Methodist Church

439 Quest Avenue

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Flood zone/Aquifer map:



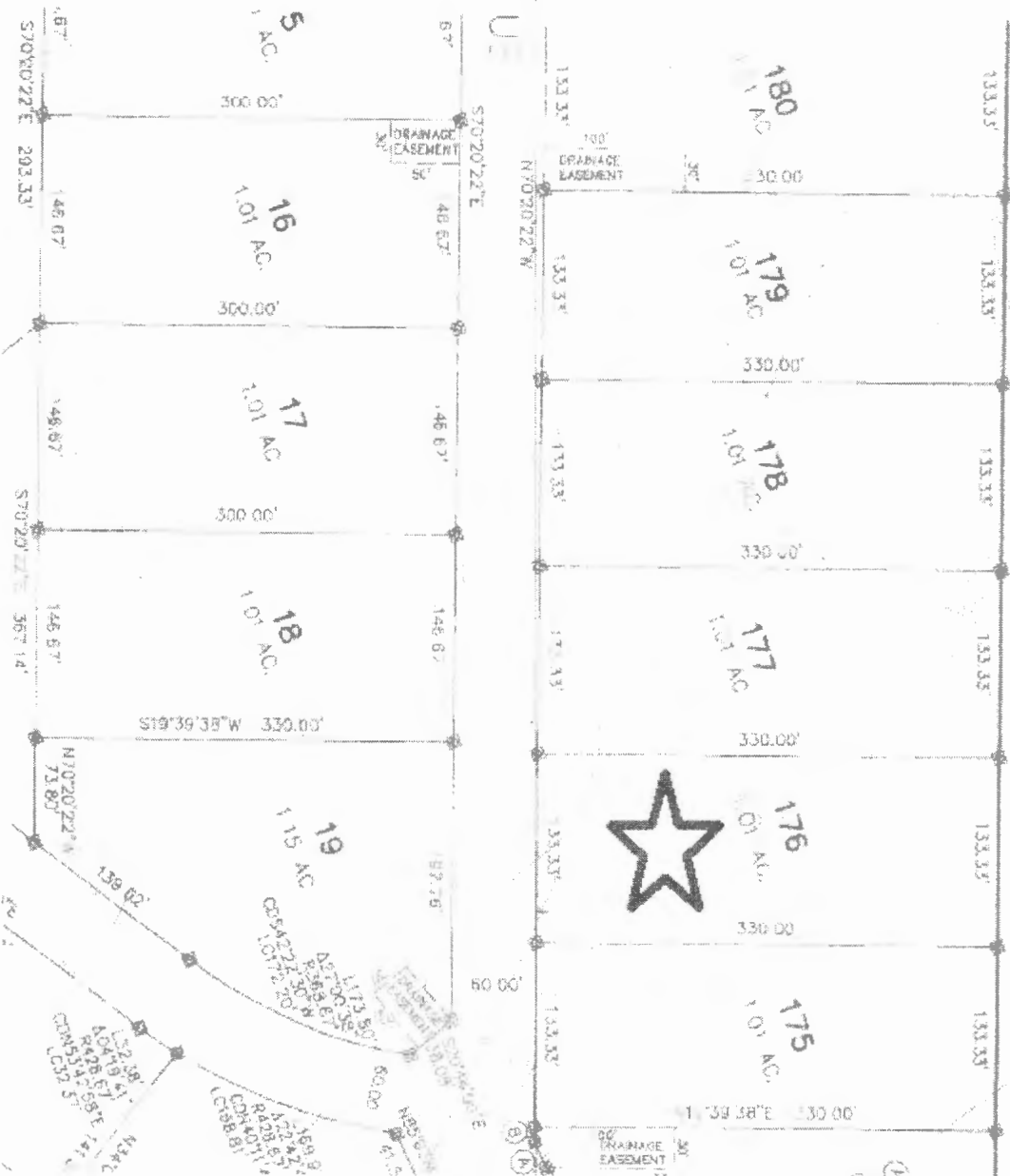


Property plat: *Frank Ogden*

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*Plot 176 Myrtle Street  
439 West Ave.*

100# 5906034642



Pr

439  
QUEST

201806036480 09/14/2018 04:04:52 PM 1/3

Recorded by:  
Caption Title  
GP No 18-174199-SA

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**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN**

STATE OF TEXAS §  
COUNTY OF COMAL §  
KNOW ALL MEN BY THESE PRESENTS:  
§

Date: September 7, 2018  
Grantor: Gregory A. Gonzales and Paula M. Gonzales  
Grantee: Fogus & Company, a Texas corporation, dba JLP Builders, Inc.  
Grantee's Mailing Address: 13403 Capital Lane, Selma, TX 78154

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, and the further consideration of the execution and delivery by Grantee herein of one certain promissory note ("Note") of even date herewith in the original principal sum of \$36,357.28 of which the sum of \$36,000.00 is for purchase money, payable to the order Security State Bank & Trust, its successors and/or assigns as their interests may appear (hereinafter "Lender"), whose mailing address is set forth in the hereinafter mentioned Deed of Trust, bearing interest and payable as provided in said Note; said Note containing the usual clauses and provisions for acceleration of maturity in the event of default and for attorney's fees.

Security: Lender, at Grantee's special instance and request, has paid to Grantor a portion of the purchase price of the Property, as evidenced by the Note described above. The Note is secured by a Vendor's Lien and Superior Title, to the extent of the sum of \$36,000.00, hereby expressly retained in favor of Grantor and against the property hereafter described, and as further security for the payment of the Note, the VENDOR'S LIEN AND SUPERIOR TITLE, to the extent of the sum of \$36,000.00, to the Property are retained for the benefit of Lender and are hereby transferred, set over, assigned, delivered and conveyed to Lender by Grantor, in same manner and to the same extent as if the Note had been executed in Grantor's favor and by Grantor assigned to Lender without recourse against Grantor. The Note is further secured by Deed of Trust of even date herewith from Grantor to William H. Cowden, Jr., as Trustee for the benefit of the Lender.

Property (including any improvements): All that certain property situated in Comal County, Texas, described as follows: Lot 176, MYSTIC SHORES UNIT ONE, a subdivision in Comal County, Texas, according to the Map or Plat recorded in Volume 13, Pages 202-211, Map and Plat Records of Comal County, Texas.

Reservations from Conveyance and Exceptions to Conveyance and Warranty: This conveyance and warranties of title are made and accepted subject to all standby fees, ad valorem taxes and assessments by any taxing authority for the year in which this Deed is executed and subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, and any and all homeowners' association and district fees and assessments, the payment of which taxes, fees and assessments and the liens securing the same are hereby assumed by Grantee; all easements and other encumbrances, rights of way, setback lines, restrictions, covenants, oil and gas leases, mineral and royalty rights reserved and conveyed, water rights reserved or conveyed, and all other matters shown on the community plat or otherwise of public record, to the extent, and only to the extent, that the same may still be in force and effect and shown of record in the office of the County Clerk where the Property herein conveyed is located, all conditions and matters that an accurate survey or inspection of the Property would disclose; and all zoning and building codes and other governmental laws, rules and restrictions.



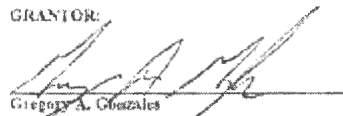
Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty herein, GRANTS, SELLS and CONVEYS unto Grantee all of Grantor's interest in the Property above described together with all buildings, fixtures and other real property improvements located on the Property; and the benefits and appurtenances or of appertaining to the Property and said improvements. TO HAVE AND TO HOLD the same premises, together with all rights, hereditaments and appurtenances thereto belonging, unto Grantee, Grantee's heirs, successors, and/or assigns forever. And Grantor hereby binds Grantor, Grantor's heirs, executors, administrators, successors and/or assigns to WARRANT AND FOREVER DEFEND the title to the Property unto Grantee, Grantee's heirs, executors, administrators, successors and/or 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 described herein.

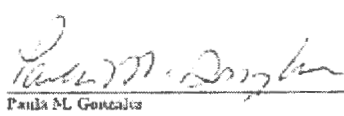
But it is expressly agreed and stipulated that the Vendor's Lien and the Superior Title, to the extent of the sum of \$36,000.00, are retained and reserved in favor of payee in the Note against the Property, until said Note is fully paid according to its terms, at which time this deed shall become absolute.

The reservations, covenants, and restrictions set forth in this deed shall be covenants running with the land for the benefit of Grantee, and shall be binding on Grantee, its successors and assigns.

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

GRANTOR:

  
 Gregory A. Gonzalez

  
 Paula M. Gonzalez

ACKNOWLEDGEMENT

THE STATE OF TEXAS  
 COUNTY OF BEXAR  
 WACCS

This instrument was acknowledged before me on this 7<sup>th</sup> day of September 2018 by Gregory A. Gonzalez.

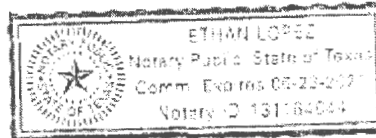
  
 Notary Public, State of Texas

THE STATE OF TEXAS  
 COUNTY OF BEXAR

This instrument was acknowledged before me on this 7<sup>th</sup> day of September 2018 by Paula M. Gonzalez.

  
 Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:  
 Law Offices of Michael G. Deenard, PLLC  
 616 E. Blanco Road, Suite 202B



RECEIVED  
 DEC 26 2018  
 COUNTY ENGINEER

Boerne, Texas 78006  
Telephone: (210) 422-0559

RECEIVED  
DEC 26 2018  
COUNTY ENGINEER

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
09/14/2018 04:04:52 PM  
CHRISTY 3 Pages(s)  
201806036480

-3-



*Bobbie Koepf*



OSSF/FLOODPLAIN DEVELOPMENT  
APPLICATION CHECKLIST

Staff will complete shaded items

[Redacted]

Date Received Initials

[Redacted]

Permit Number

Instructions:

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

Floodplain Development Permit

- Property in Incorporated City
- Completed Application
- Boundary Map Indicating Location of Proposed Improvements
- Copy of Recorded Deed
- Required Permit Fee

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

[Signature]  
Signature of Applicant

6 Sep 18  
Date

[Redacted]

[Redacted]

RECEIVED  
DEC 26 2018  
COUNTY ENGINEER

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

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

**Permit #: 108564**

**To: PAUL SWOYER SEPTICS, LLC**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

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

Site 439 QUEST AVENUE, SPRING BRANCH  
 Agency Comal County  
 County  
 Subdivision MYSTIC SHORES

Installed.  
 Phone  
 Cell  
 Work

Contract: 3/29/2019 - 3/29/2022  
 Inspections per year: 3  
 Service Due: 7/29/2019  
 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: _____			

**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: SCUM 0

NEED W/O TO REPAIR BROKEN SPRAYLINE @ TANK  
BROKEN DUE TO SETBACKS

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

29.931831  
 98.294432

Area: / 0  
 GPS: ID = 910  
 Printed 7/22/2019

439 QUEST AVENUE, SPRING BRANCH



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

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

**Permit #: 108564**

**To: Home Owner**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

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

Site: 439 QUEST AVENUE, SPRING BRANCH  
 Agency: Comal County  
 County:  
 Subdivision: MYSTIC SHORES

Installed:  
 Phone:  
 Cell:  
 Work:

Contract: 3/29/2019 - 3/29/2022  
 Inspections per year: 3  
 Service Due: 11/29/2019  
 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: _____			

1.3"  
 2.0"  
 3.0"

**Test Results and observations: (As Required)**

Fecal Coliform: \_\_\_\_\_  
 Chlorine Residual: \_\_\_\_\_ *63*  
 Test Method: \_\_\_\_\_ *Grab*  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Commercial Lab: \_\_\_\_\_  
 Date Submitted: \_\_\_\_\_

Repairs made: Y / N

Repairs and Comments: *Scum 1/2*

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

Area: / 0  
 GPS: 29.931831 -98.2944 ID = 910

Printed 11/14/2019

439 QUEST AVENUE, SPRING BRANCH

*CS*

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

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

**Permit #: 108564**

**To: John Dow**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

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

Site: 439 QUEST AVENUE, SPRING BRANCH  
 Agency: Comal County  
 County:  
 Subdivision: MYSTIC SHORES

Contract: 3/29/2019 - 3/29/2022  
 Inspections per year: 3  
 Service Due: 3/29/2020  
 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: _____			

1-24  
 2-2  
 3-1

**Test Results and observations: (As Required)**

Fecal Coliform: \_\_\_\_\_  
 Chlorine Residual: \_\_\_\_\_  
 Test Method: WRAB  
 BOD: \_\_\_\_\_  
 TSS: \_\_\_\_\_  
 Commercial Lab: \_\_\_\_\_  
 Date Submitted: \_\_\_\_\_

Repairs made: Y / N

Repairs and Comments: SCUM = 1

Inspector: \_\_\_\_\_ Date: \_\_\_\_\_

Area: 10  
 GPS: 29.931831 -98.2944 ID = 910

Printed 3/2/2020

439 QUEST AVENUE, SPRING BRANCH



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

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

**To: John Dow**  
439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Printed: 7/13/2020  
Site: 439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Permit #: **108564**

Agency: Comal County  
County:

Sub: MYSTIC SHORES

Customer ID: 910

Contract Dates: 3/29/2019 - 3/29/2022

Scheduled Date 7/29/2020

Inspection 4 of 9

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates - Latitude: 29.931831 Longitude: -98.294432

**Service Type: Scheduled Inspection**

**Visit Date: 7/8/2020**

**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**

**Sludge Levels**

**For Tank 1: 0**

**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 #:5041

**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

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

**To: John Dow**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

Printed: 11/12/2020  
Site: 439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Permit #: **108564**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: MYSTIC SHORES

Customer ID: 910

Contract Dates: 3/29/2019 - 3/29/2022

Scheduled Date: 11/29/2020

Inspection 5 of 9

GPS Coordinates - Latitude: 29.931831 Longitude: -98.294432

**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**

**Filters: Operational**

**Irrigation Pumps: Operational**

**Disinfection Device: Operational**

**Chlorine Supply: Operational**

**Chlorine Residual: 0.2mg/L**

**Sludge Levels**

**For Tank 1: 12**

**For Tank 2: 1**

**For Tank 3: 2**

**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 #:6613

**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: John Dow  
439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Printed: 3/17/2021  
Site: 439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Permit #: **108564**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: MYSTIC SHORES

Customer ID: 910

Contract Dates: 3/29/2019 - 3/29/2022

Scheduled Date 3/29/2021

Inspection 6 of 9

GPS Coordinates - Latitude: 29.931831 Longitude: -98.294432

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 3/16/2021**

**Entered By: .**

**Method: Grab**

**Technician: Nick Zigalo**

**Maint. Provider: Ryan Seidensticker**

**Aerators: Operational**

**Filters: Operational**

**Irrigation Pumps: Operational**

**Disinfection Device: Operational**

**Chlorine Supply: Operational**

**Chlorine Residual: 0.06**

**Sludge Levels**

**For Tank 1: 0**

**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**

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

**Service Completed**

**Owner signature: \_\_\_\_\_**

Insp ID #: 8466

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

License Info: MP0001708 Expires:

License Info: MT0002016 Expires: 12/31/2023

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

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

**To: John Dow**  
439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Printed:6/28/2021  
Site: 439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Permit #: **108564**

Agency: Comal County  
County:

Sub: MYSTIC SHORES

Customer ID: 910

Contract Dates: 3/29/2019 - 3/29/2022

Scheduled Date 7/29/2021

Inspection 7 of 9

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates - Latitude: 29.931831 Longitude: -98.294432

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 6/24/2021**

**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: 0.75**

**Sludge Levels**

**For Tank 1: 20**

**For Tank 2: 1**

**For Tank 3: 2**

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

**Service Completed**

**Owner signature: \_\_\_\_\_**

Insp ID #:10515

**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: John Dow**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

Printed:11/3/2021  
Site: 439 QUEST AVENUE  
SPRING BRANCH, TX 78070

---

Permit #: **108564** Customer ID: 910  
Agency: Comal County Contract Dates: 3/29/2019 - 3/29/2022  
County: Sub: MYSTIC SHORES Scheduled Date: 11/29/2021 Inspection 8 of 9  
Mfg / Brand: - MAXX AIR  
Treatment Type: Aerobic  
Disposal: Surface Application GPS Coordinates - Latitude: 29.931831 Longitude: -98.294432

---

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 11/3/2021**

**Entered By: \_**

**Method: Grab**

Copy emailed to Customer  
Customer Emailed: 11/3/2021

**Technician: Not Assigned**

**Maint. Provider: Ryan Seidensticker**

---

**Aerators:** Operational  
**Filters:** Operational  
**Irrigation Pumps:** Operational  
**Disinfection Device:** Operational  
**Chlorine Supply:** Operational  
**Chlorine Residual:** 0.011mg/L

**Sludge Levels**  
**For Tank 1:** 18  
**For Tank 2:** 12  
**For Tank 3:** 5

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

**Tank Lid / Riser:** Secured  
**Insp. Port / Plug:** Secured

**Alarm:** Operational

**Comments**

**Service Completed**

Scum on pretreatment 8" - 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 11/3/2021.

Insp ID #:12716

**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: John Dow**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

Printed:3/7/2022  
Site: 439 Quest Ave  
Spring Branch, TX 78070

---

Permit #: **108564** Customer ID: 910  
Agency: Comal County Contract Dates: 3/29/2019 - 3/29/2022  
County: Sub: MYSTIC SHORES Scheduled Date: 3/29/2022 Inspection 9 of 9  
Mfg / Brand: - MAXX AIR  
Treatment Type: Aerobic  
Disposal: Surface Application GPS Coordinates - Latitude: 29.931831 Longitude: -98.294432

---

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 3/4/2022**

**Entered By: Michelle Irvin**

**Method: Grab**

**Technician: Nick Zigalo**

**Maint. Provider: Ryan Seidensticker**

---

**Aerators: Operational**  
**Filters: Operational**  
**Irrigation Pumps: Operational**  
**Disinfection Device: Operational**  
**Chlorine Supply: Operational**  
**Chlorine Residual: .07**

**Sludge Levels**  
**For Tank 1: 13**  
**For Tank 2: 15**  
**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 = 2" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:15967

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

License Info: MP0001708 Expires:

License Info: MT0002016 Expires: 12/31/2023





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

MP#0001708  
CHRISTOPHER RYAN SEIDENSTICKER

**PROPERTY LEGAL DESCRIPTION:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Customer:** John Dow  
**Site Address:** 439 Quest Ave  
**City/State:** Spring Branch, Tx **Zip:** 78070  
**County:** Comal **Permit#:** 108564  
**Phone Number:** \_\_\_\_\_  
**E-mail:** johnmariadow@yahoo.com

**I. General:** This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between John Dow (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:**

Date of License to Operate: 03/29/2022 Last Date of Service: 03/29/2024

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

Client: 

Contractor: 

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

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.

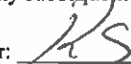
**X. Severability and Reformation:** If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck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

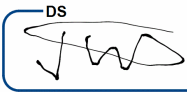
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**XVII. Reservation of Rights.** Contractor reserves all rights not specifically granted herein.

**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: 

Contractor: 

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

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

**To: John Dow**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

Printed:8/3/2022  
Site: 439 Quest Ave  
Spring Branch, TX 78070

---

Permit #: **108564** Customer ID: 910  
Agency: Comal County Contract Dates: 3/29/2022 - 3/29/2024  
County: Sub: MYSTIC SHORES Scheduled Date: 7/29/2022 Inspection 1 of 6  
Mfg / Brand: - MAXX AIR  
Treatment Type: Aerobic  
Disposal: Surface Application GPS Coordinates - Latitude: 29.931831 Longitude: -98.294432

---

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 8/2/2022**

**Entered By: Michelle Irvin**

**Method: Grab**

**Technician: Chris Zigalo**

**Maint. Provider: Ryan Seidensticker**

---

**Aerators: Operational**  
**Filters: Operational**  
**Irrigation Pumps: Operational**  
**Disinfection Device: Operational**  
**Chlorine Supply: Operational**  
**Chlorine Residual: .1**

**Sludge Levels**  
**For Tank 1: 14**  
**For Tank 2: 10**  
**For Tank 3: 2**

**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 = 3" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

**Service Completed**

Insp ID #:19909

**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: John Dow**  
439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Printed:7/26/2022  
Site: 439 Quest Ave  
Spring Branch, TX 78070

---

Permit #: **108564** Customer ID: 910  
Agency: Comal County Contract Dates: 3/29/2019 - 3/29/2022  
County: Sub: MYSTIC SHORES Scheduled Date: 7/29/2022 Inspection 10 of 9  
Mfg / Brand: - MAXX AIR  
Treatment Type: Aerobic  
Disposal: Surface Application GPS Coordinates - Latitude: 29.931831 Longitude: -98.294432

---

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Visit Date: 7/25/2022**

**Entered By: Michelle Irvin**

**Method: Grab**

**Technician: Nick Zigalo**

**Maint. Provider: Ryan Seidensticker**

---

**Aerators:** Operational  
**Filters:** Operational  
**Irrigation Pumps:** Operational  
**Disinfection Device:** Operational  
**Chlorine Supply:** Operational  
**Chlorine Residual:** .09

**Sludge Levels**  
**For Tank 1:** 13  
**For Tank 2:** 8  
**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**

Scum = 3" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

**Service Completed**

Insp ID #:19731

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

License Info: MP0001708 Expires:

License Info: MT0002016 Expires: 12/31/2023

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

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

Printed: 11/4/2022      Insp ID #: 22522

Permit #: **108564**

**To: John Dow**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

Main Phone:  
Work:  
Cell Phone:  
Alt Cell:

Customer ID: 910

Contract Dates: 3/29/2022 - 3/29/2024

Scheduled Date: 11/29/2022

Inspection 2 of 6

Agency: Comal County  
County:

Sub: MYSTIC SHORES

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.932071 Longitude: -98.294210

**Service Type: Scheduled Inspection**

This counts as a type of "Scheduled Inspection"

**Entered By: Zach Brown**

**Visit Date: 11/3/2022**

Copy emailed to Customer

Customer Emailed: 11/4/2022

**Method: Grab**

**Technician: Not Assigned**

**Maint. Provider: Ryan Seidensticker**

**Aerators: Operational**

**Sludge Levels**

**Filters: Operational**

**Irrigation Pumps: Operational**

**For Tank 2: n/a**

**Disinfection Device: Operational**

**For Tank 3: 4**

**Chlorine Supply: Operational**

**For Tank 4: 1**

**Chlorine Residual: .12**

**Electric Circuits: Operational**

**Tank Lid / Riser: Secured**

**Distribution System: Operational**

**Insp. Port / Plug: Secured**

**Sprayfield Veg: Operational**

**Alarm: Operational**

**Service Completed**

**Comments**

- Scum on pretreatment-10 - Red switch secure - 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 11/4/2022.

Site: 439 Quest Ave, Spring Branch, TX 78070

**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:3/30/2023

Insp ID #:27068

Permit #: **108564**

**To: John Dow**  
**439 QUEST AVENUE**  
**SPRING BRANCH, TX 78070**

Main Phone:  
Work:  
Cell Phone:  
Alt Cell:

Customer ID: 910

Contract Dates: 3/29/2022 - 3/29/2024

Scheduled Date: 3/29/2023

Inspection 3 of 6

Installed: 3/29/2019

Warranty End: 3/29/2022

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Sub: MYSTIC SHORES

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.932071 Longitude: -98.294210

**Service Type: Scheduled Inspection**

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

**Visit Date: 3/30/2023**

**Method: Grab**

**Technician: Oscar**

**Maint. Provider: Ryan Seidensticker**

**Aerators: Operational**

**Filters: Operational**

**Irrigation Pumps: Operational**

**Disinfection Device: Operational**

**Chlorine Supply: Operational**

**Chlorine Residual: .10**

**Sludge Levels**

**For Tank 1: 12**

**For Tank 2: NA**

**For Tank 3: 16**

**For Tank 4: .5**

**Electric Circuits: Operational**

**Distribution System: Operational**

**Sprayfield Veg: Operational**

**Tank Lid / Riser: Secured**

**Insp. Port / Plug: Secured**

**Alarm: Operational**

**Comments**

**Service Completed**

- Scum on pretreatment-.5 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

Site: 439 Quest Ave, Spring Branch, TX 78070

**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:8/25/2023

**Permit: 108564**

Site: 439 Quest Ave, Spring Branch, TX 78070

## John Dow

439 QUEST AVENUE  
SPRING BRANCH, TX 78070

Agency: Comal County  
County: Comal County  
Subdivision: MYSTIC SHORES

---

System Info: MFG:            Brand: MAXX AIR Customer ID: 2309  
Treatment Type: Aerobic Disposal Type: Surface Application Insp ID: 31915  
Installed: 3/29/2019 Warranty Expiration: 3/29/2022  
Visit Details <----->  
**Visit Date: 8/24/2023** Entered By: Nicole Loria GPS Lat: 29.932071 GPS Long: -98.294210  
Scheduled Date: 7/29/2023 Contract Starts: 3/29/2022 Customer Emailed: 8/25/2023  
Entered On: 8/25/2023 Contract Ends: 3/29/2024

### Visit Results

#### Service Type: **Scheduled Inspection**

Count: Inspection 4 of 6

Method: **Grab**

License #

Expires

Technician: Not Assigned

Provider: Luna Environmental, LLC

Service Completed

---

Aerators: Operational  
Filters: Operational Sludge Level Tank 2: N/A  
Irrigation Pumps: Operational Sludge Level Tank 3: 6  
Disinfection Device: Operational  
Chlorine Supply: Operational  
Chlorine Residual: N/A.3

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

Alarm: Operational

PSI Pressure: 2.5

### Comments

- 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 8/25/2023.





# WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

John Dow

Residential



Initial Contract



Site Address

439 Quest Ave, Spring Branch, TX 78070

Agency

Comal County

Email

johnmariadow@yahoo.com

Phone

Permit Number

108564

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 600 Max GPD

## AGREEMENT

### I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 4222 FM 482 New Braunfels, Texas 78132. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

### II. Dates & Fees:

This agreement provides maintenance from **3/29/2024** to **3/29/2025** for a total fee of **\$325.00**

### III. Services by Contractor:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.
5. 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.
6. Visit site within 48 hours of a service request.
7. Provide Customer Support line at 855-560-9909.

**IV. Client Responsibilities:**

1. Maintain Chlorinator and proper chlorine supply, unless otherwise specified.
2. Provide all necessary lawn or yard maintenance and remove all obstructions, including dogs and other animals as needed to allow the OSSF to function properly and the Contractor easy and safe access to all parts of
3. Immediately notify Contractor of any alarms or system problems.
4. Have tanks pumped out as directed by manufacturer, typically every 3 years.
5. Be available by text, phone, or in person when the Contractor is on site in case of required repair approvals or questions.
6. Maintain site drainage to prevent adverse effects on OSSF.
7. Promptly pay Contractor's bills, fees, and invoices in full.

**V. Access By Contractor:**

Access By Contractor: The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of repairs and services described herein.

**VI. Termination of This Agreement:**

Either party may terminate this agreement with 30 days' written notice in the event of the other party's substantive failure to perform in accordance with this agreement without fault of the terminating party. Is this agreement is terminated, the Contractor will notify the appropriate regulatory authority.

**VII. Limitation of Liability:**

In no event shall the 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 the direct damages exceed payments by the Client under this agreement.

**VIII. Payment Terms:**

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client.

**IX. Severability:**

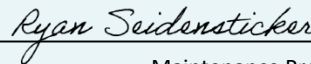
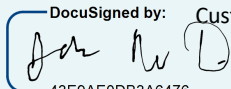
If any provision of this agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, by limiting such provision it would become valid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

John Dow

Luna Environmental / Ryan Seidensticker

DocuSigned by: Customer Name

Maintenance Provider Name



License # MP0001708

43E9AE0DB3AC476...

Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms