

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 03/07/2019 Permit Number: 108653

Location Description: 1010 INSPIRING VW CANYON LAKE, TX 78133
Subdivision: Beaty, Seale, and Forwood S 909, A 795
Unit:
Lot:
Block:
Acreage: 1.0000

Type of System: Aerobic Surface Irrigation

Issued to: Edwardo E. & Christina M Villegas

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

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

Alterations to this permit including, but not limited to:

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

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

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

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

Licensing Authority
Comal County Environmental Health

Michael Tays OS8497
ENVIRONMENTAL HEALTH INSPECTOR

Sandra Ann Hernandez Asst.
ENVIRONMENTAL HEALTH COORDINATOR

OS 0025599

11 AM

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Paul Swaner OSSF Installer #: 050026238
 1st Inspection Date: 3.4.19 2nd Inspection Date: _____ 3rd Inspection Date: 3/7/19
 Inspector Name: S. Helmke Inspector Name: _____ Inspector Name: Mike T.
 Permit#: 108653 Address: 1010 Inspiring Vw -

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)		3.4.19		3/7/19
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

3.4.19. SH
 tank set - level
 operational
 ready for cover

MT. 3/7/19
 covered.

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.	
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements	✓	285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)			3.4.19		3/7/19
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	✓	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)					
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped	✓	285.38(d)					
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions	✓	285.38(d) 285.38(e)					
12	SEPTIC TANK Tank Volume Installed	✓						
13	PUMP TANK Volume Installed	✓						
14	AEROBIC TREATMENT UNIT Size Installed	✓		800				
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		maxx air				
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)					
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)					
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)					

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OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom)</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
33	<p>AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.</p>		285.32(c)(1)				
34	<p>AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided 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>	✓			34.19		3/7/19
36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
37	<p>PUMP TANK Inspection/Clean Out Port & Risers Provided</p> <p>PUMP TANK Secondary restraint system provided</p> <p>PUMP TANK Riser permanently fastened to lid or cast into tank</p> <p>PUMP TANK Riser cap protected against unauthorized intrusions</p>						
38	<p>PUMP TANK Secondary restraint system provided</p>						

Comal County Environmental Health
OSSF Inspection Sheet

39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓					3/7/19
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**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)		3.419		3/7/19
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)	<i>operational</i>			
42	APPLICATION AREA Area Installed	✓		4 @ 6433			
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

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Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Paul Swamer OSSF Installer #: OS 0026238

1st Inspection Date: 3.4.19 2nd Inspection Date: _____ 3rd Inspection Date: _____

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

Permit#: 108653 Address: 1010 Inspiring Vw -

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
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4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)				
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3.4.19. SH

tank set-level
operational
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**Comal County Environmental Health
OSSF Inspection Sheet**

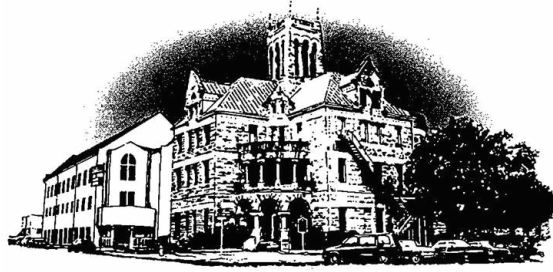
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35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓			3419		
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated 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						
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Comal County Environmental Health
OSSF Inspection Sheet

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**Comal County Environmental Health
OSSF Inspection Sheet**

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42	APPLICATION AREA Area Installed	✓		4 @ 16433			
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: 108653
Issued This Date: 01/29/2019
This permit is hereby given to: Edwardo E. & Christina M Villegas

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

1010 INSPIRING VW
CANYON LAKE, TX 78133

Subdivision: Beaty, Seale, and Forwood S 909, A 795

Unit:

Lot:

Block:

Acreage: 1.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

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

<i>Permit Number</i>

Instructions:

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

OSSF Permit

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

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



 Signature of Applicant

01/18/19

 Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)

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

Date January 10, 2019

Permit # 108653

Owner Name EDUARDO E. & CHRISTINA M. VILLEGAS
Mailing Address 2116 W. SUMMIT AVE.
City, State, Zip SAN ANTONIO, TX 78201
Phone# 830-237-6761
Email evillegas98@gmail.com

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

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

Subdivision Name Unit/Phase/Section Lot Block
Acreage/Legal BEATY, SEALE, AND FORWOOD SURVEY #909, A795, BEING 1.002 ACRES
Street Name/Address 1010 INSPRIRING VIEW City CANYON LAKE Zip 78133

Type of Development:

[X] Single Family Residential

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

Number of Bedrooms 2-1 BR & 1-2B

Indicate Sq Ft of Living Area 2X 400 + 600

JAN 18 2019

[] Commercial or Institutional Facility

COUNTY ENGINEER

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

Type of Facility

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

Restaurants, Lounges, Theaters - Indicate Number of Seats

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

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: \$ EXISTING (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 [X] Private Well

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

By signing this application, I certify that:

- the completed application and all additional information submitted does not contain any false information and does not conceal any material facts.

- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities.

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

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

Signature of Owner (Handwritten Signature)

Date January 10, 2019

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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) MAXX AIR M800 Absorption/Application Area (Sq Ft) 6433

Gallons Per Day (As Per TCEQ Table III) 400

(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 [X] 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 [X] 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? [X] Yes [] No

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

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

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

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

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

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer Date January 10, 2019

AFFIDAVIT



201906002028 01/18/2019 11:33:26 AM 1/1

THE COUNTY OF COMAL
STATE OF TEXAS

Yes

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

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

II

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

UNIT/PHASE/SECTION BLOCK LOT SUBDIVISION

BEATY, SEALE, AND FORWOOD SURVEY #909,

IF NOT IN SUBDIVISION: 1.002 ACREAGE A795 SURVEY

The property is owned by (insert owner's full name): EDUARDO E. VILLEGAS & CHRISTINA M. VILLEGAS

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

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

WITNESS BY HAND(S) ON THIS 15TH DAY OF JANUARY, 20 19

X

Eduardo E Villegas

Owner(s) signature(s)

EDUARDO E. VILLEGAS

Owner (s) Printed name (s)

EDUARDO E. VILLEGAS

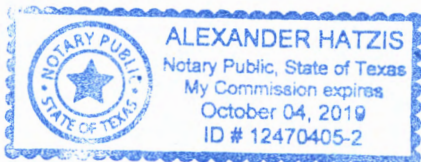
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 15TH DAY OF

JANUARY, 20 19

Maryam Hatzis
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
01/18/2019 11:33:26 AM
TERRI 1 Page(s)
201906002028



(Notary Seal Here)



Bobbie Koepf



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

BEATY, SEALE, AND FORWORD SURVEY #909, A-795
1.002 ACRES

Customer: EDUARDO E. & CHRISTINA M. VILLEGAS

Site Address: 1010 INSPIRING VIEW

City/State: CANYON LAKE, TX Zip: 78133

County: COMAL Permit#:

Phone Number: 830-237-6761

E-mail: evillegas98@gmail.com

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between EDUARDO E. & CHRISTINA M. VILLEGAS, (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]

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: EL

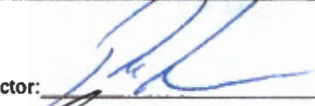
Contractor: KS

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

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

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

Approved by Contractor:



MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client:



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

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

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

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

Client:



Contractor:



Greg W. Johnson, P.E.

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

January 10, 2019

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

RE: Septic Design
1010 Inspiring View
Beaty, Seale, & Forwood Survey #909, A-795, 1.002 acres
Canyon Lake, TX 78133
Villegas

Ms. Ritzen/Hernandez,

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

If I can be of further assistance please contact me.

Respectfully yours,



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



ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: January 09, 2019

Site Location: 1.002 ACRES OUT OF THE BEATY, SEALE & FORWOOD SURVEY No. 909, A-795

Proposed Excavation Depth: N/A

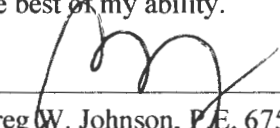
Requirements:

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

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 16"	BROWN
1						
2						
3						
4						
5						

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

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



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

01/09/19

 Date

OSSE SOIL EVALUATION REPORT INFORMATION

Date: January 10, 2019

Applicant Information:

Name: EDUARDO E. & CHRISTINA M. VILLEGAS
Address: 2116 W. SUMMIT AVENUE
City: SAN ANTONIO State: TEXAS
Zip Code: 78201 Phone: (830) 237-6761

Site Evaluator Information:

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

Property Location:

Lot ^{SEE BELOW} Unit _____ Blk _____ Subd. _____
Street Address: 1010 INSPIRING VIEW
City: CANYON LAKE Zip Code: 78133
Additional Info.: 1.002 ACRES OUT OF THE BEATY, SEALE & FORWOOD SURVEY No. 909, A-795

Installer Information:

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

Topography: Slope within proposed disposal area: 6 to 10 %

Presence of 100 yr. Flood Zone: YES ___ NO X
Existing or proposed water well in nearby area: YES X NO ___ >100' (EXISTING)
Presence of adjacent ponds, streams, water impoundments YES ___ NO X
Presence of upper water shed YES ___ NO X
Organized sewage service available to lot YES ___ NO X

Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = 200+100+100 GPD 1 - 2 BDRM APT @ 200 GPD + 2 - 1 BDRM APT. @ 100 GPD EACH = 400 GPD

Residential Water conserving fixtures to be utilized? Yes X No ___

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

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

Q = (_____ +1)*75-(20%)= 400

Trash Tank Size 431 Gal.

TCEQ Approved Aerobic Plant Size 800 G.P.D.

Req'd Application Area = Q/Ri = 400 / 0.064 = 6250 sq. ft.

Application Area Utilized = 6433 sq. ft.

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

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

Pump Tank Size = 854 Gal. 16.1 Gal/inch.

Reserve Requirement = 134 Gal. 1/3 day flow.

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

With Chlorinator NSF/TCEQ APPROVED

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


Two way cleanout

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

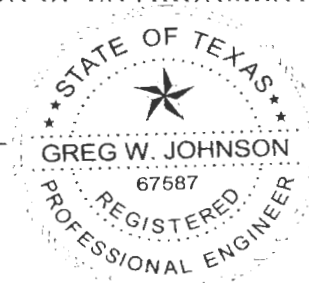
1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

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


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

01/10/19
DATE



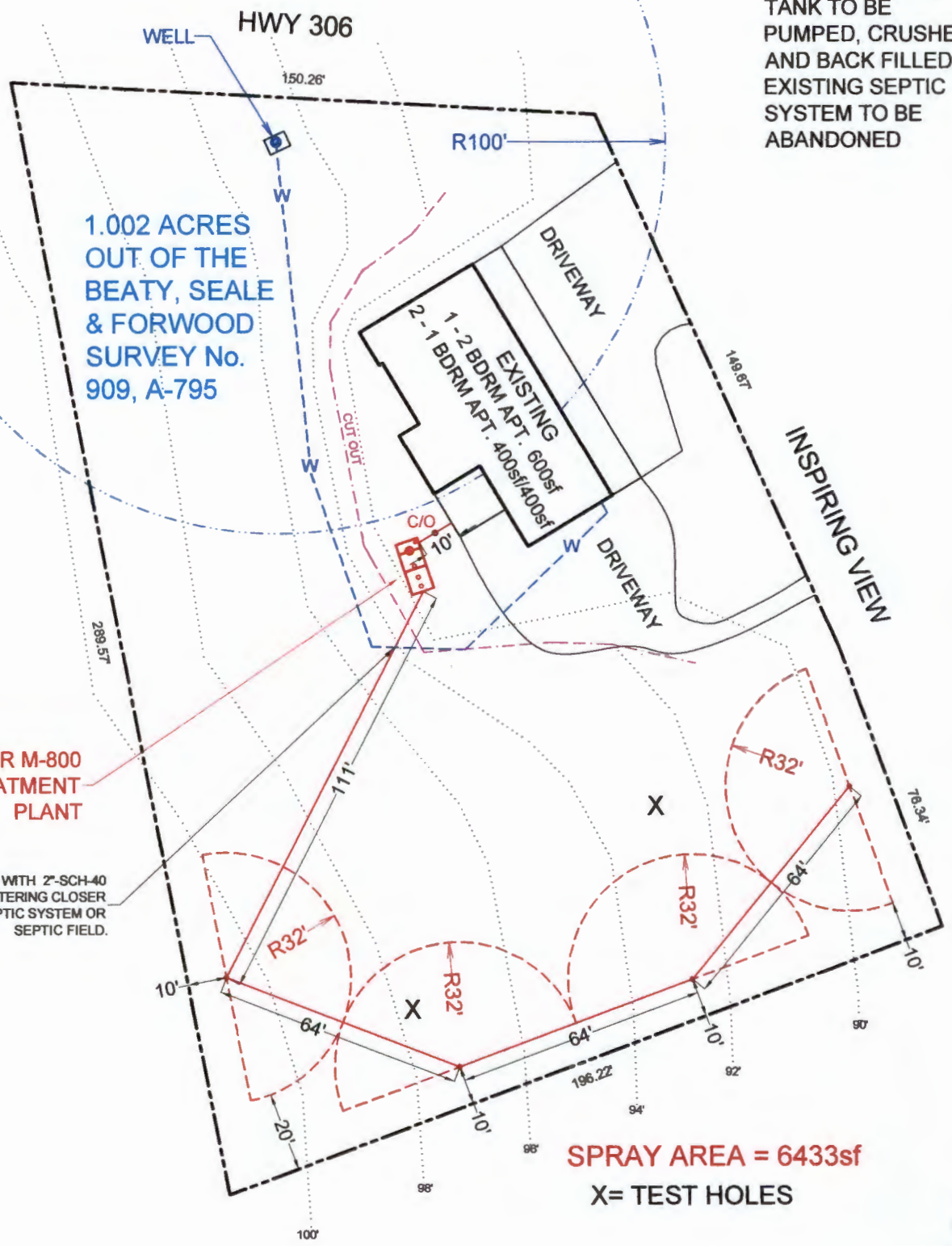
FIRM #2585

NOTE:
 EXISTING SEPTIC
 TANK TO BE
 PUMPED, CRUSHED
 AND BACK FILLED.
 EXISTING SEPTIC
 SYSTEM TO BE
 ABANDONED

1.002 ACRES
 OUT OF THE
 BEATY, SEALE
 & FORWOOD
 SURVEY No.
 909, A-795

MAXX AIR M-800
 AEROBIC TREATMENT
 PLANT

SLEEVE WATER LINE WITH 2"-SCH-40
 PVC PIPE WHEN ENTERING CLOSER
 THAN 10' FROM SEPTIC SYSTEM OR
 SEPTIC FIELD.



SPRAY AREA = 6433sf
 X= TEST HOLES



OWNER:	EDUARDO E. & CHRISTINA M. VILLEGAS		DRAWN BY:	EJS III
STREET ADDRESS:	1010 INSPIRING VIEW			
LEGAL DESC:	BEATY, SEALE & FORWOOD SURVEY No. 909, A-795	ACREAGE:	1.002	
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=40'	DATE:
				1/10/2019
			REVISED:	



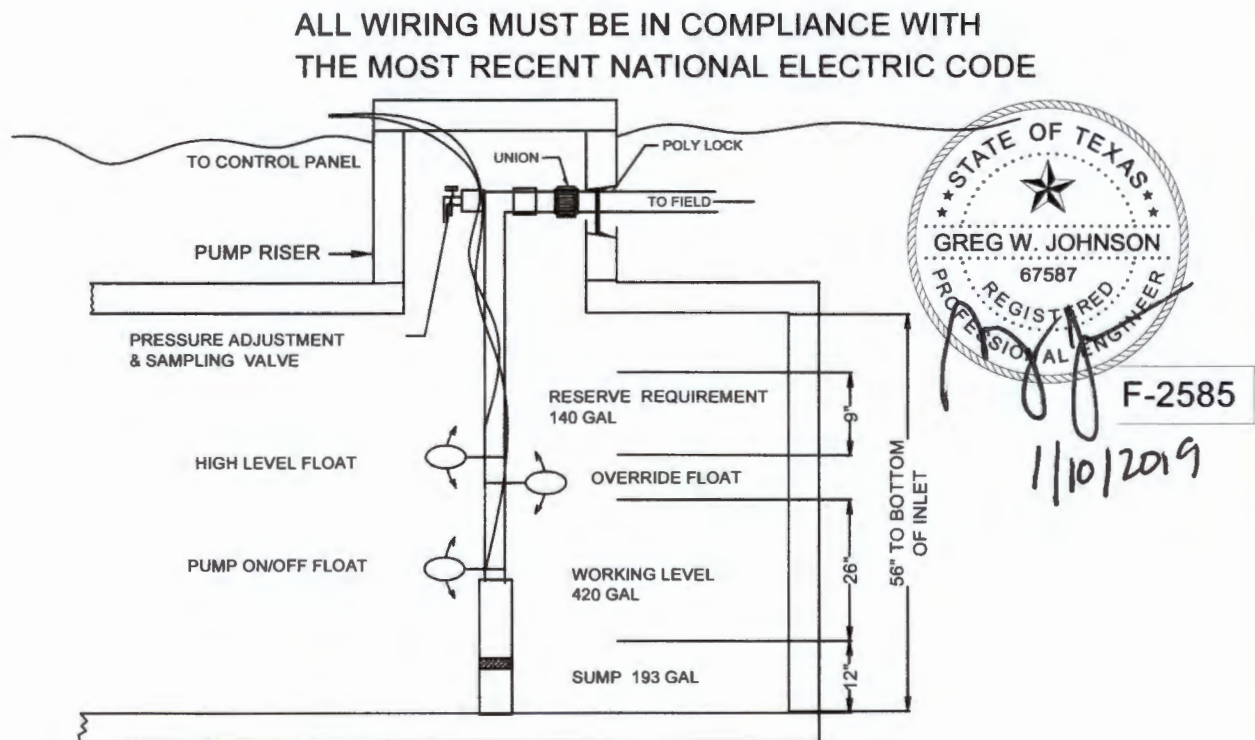
TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

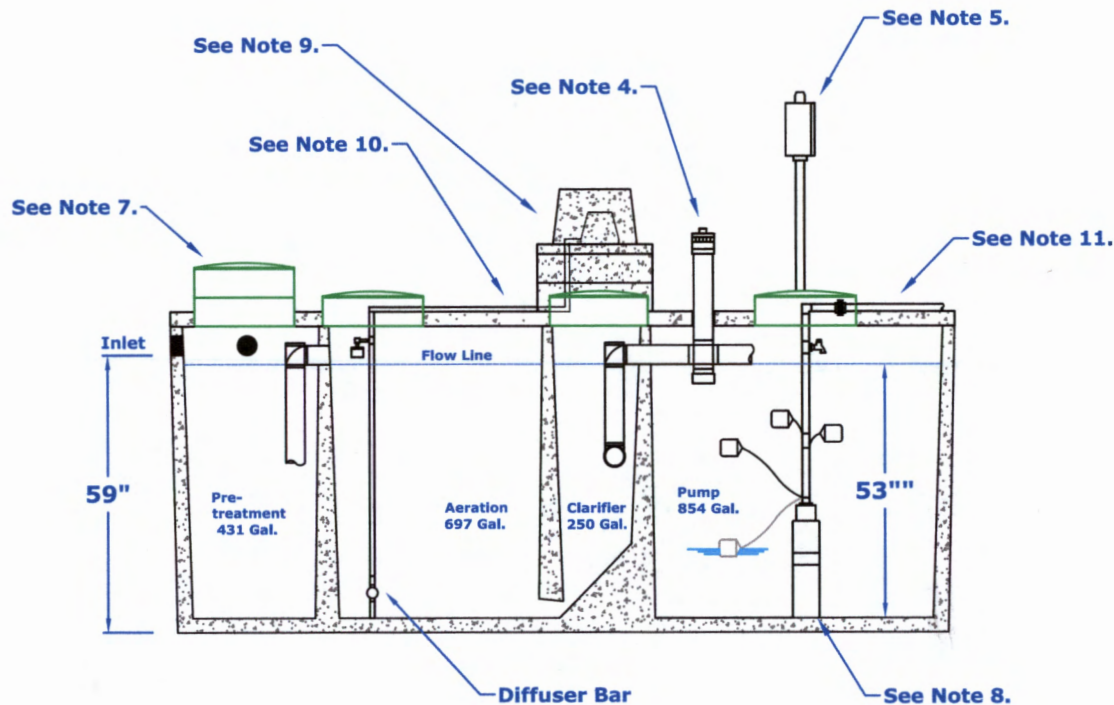
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks



TYPICAL PUMP TANK CONFIGURATION
MAXX AIR M-800 PUMP TANK

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Weight = 16,700 lbs.
3. Treatment capacity is 600 GPD. BOD Loading = 2.60 lbs. per day.
4. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
5. Control Center w/ Timer for night spray application.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.



DIMENSIONS:
Outside Height: 67"
Outside Width: 75"
Outside Length: 164.5"

MINIMUM EXCAVATION DIMENSIONS:
Width: 87"
Length: 177"

**MAXX AIR M-800
Aerobic Treatment Plant (Assembled)**

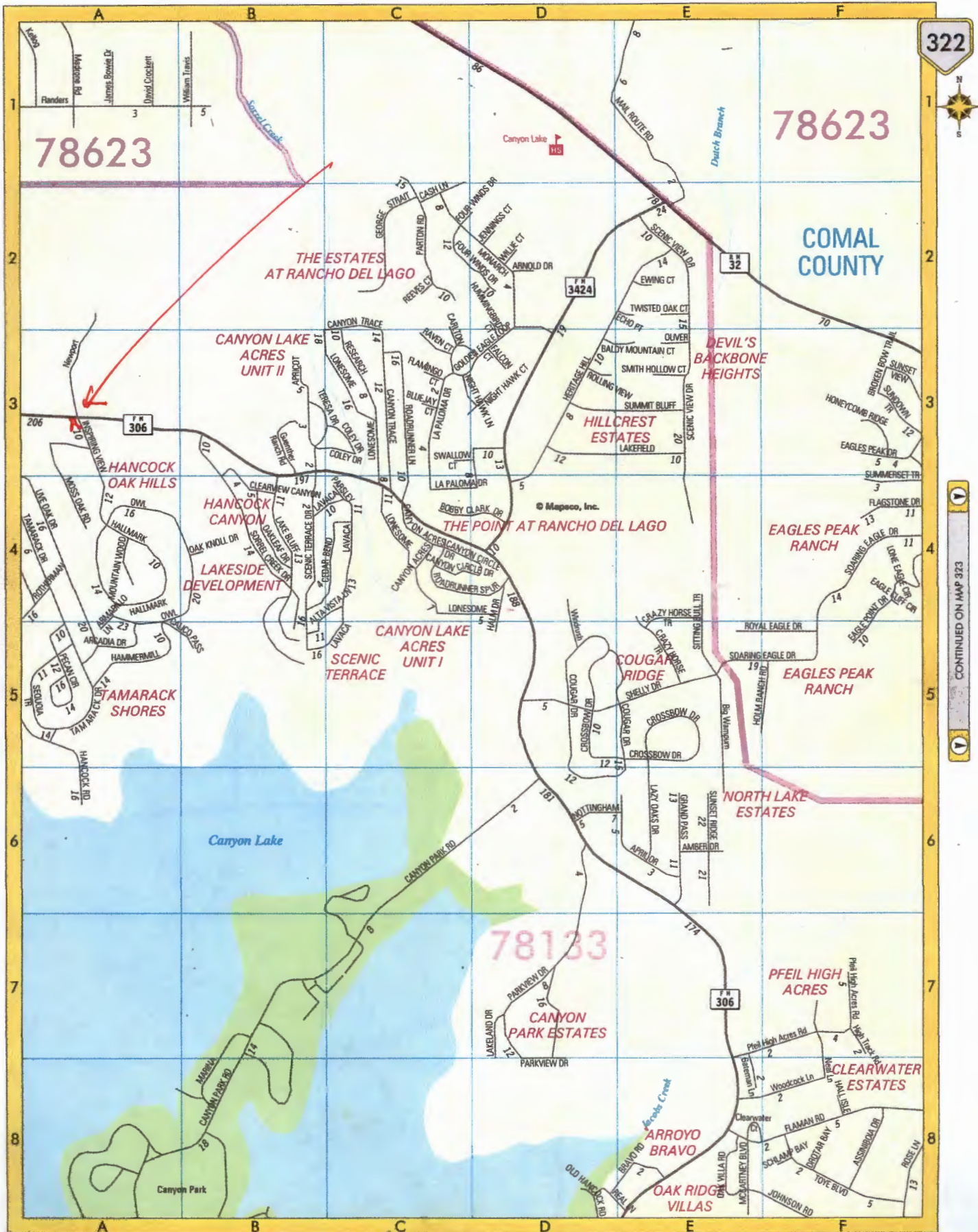
March, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B800-2



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



322



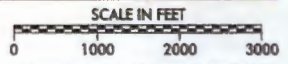
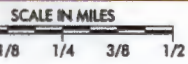
CONTINUED ON MAP 323

78623

78623

COMAL COUNTY

78133



8
TM

After recording please mail to:

After recording, return recording
information to: ATM # 201103290630
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010



201106016933 05/18/2011 10:41:03 AM 1/8

This Instrument Prepared by:
Wells Fargo Bank, N.A.
SANDY SHAVE, DOCUMENT PREPARATION
11601 N BLACK CANYON HWY
PHOENIX, ARIZONA 85029
866-537-8489

Account Number: 20110707600023

Account number: 682-682-0388025-1XXX

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.

TEXAS SHORT FORM DEED OF TRUST (Securing Future Advances)

DEFINITIONS

Words used in multiple sections of this document are defined below. The Master Form Deed of Trust includes other defined words and rules regarding the usage of words used in this document.

(A) "Security Instrument" means this document, which is dated APRIL 29, 2011, together with all Riders to this document.

(B) "Borrower" is EDUARDO E. VILLEGAS AND CHRISTINA M. VILLEGAS, HUSBAND AND WIFE. Borrower is the grantor under this Security Instrument. Borrower's address is 2116 W SUMMIT AVE, SAN ANTONIO, TEXAS 78201-4804.

(C) "Lender" is Wells Fargo Bank, N.A.. Lender is a National Bank organized and existing under the laws of the United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender includes any holder of the Debt Instrument who is entitled to receive payments under the Debt Instrument.

(D) "Trustee" is Stephen F. Marquart. Trustee's address is 4406 Piedras Drive West, Suite 120, San Antonio, TX 78228.

(E) "Debt Instrument" means the loan agreement or other credit instrument signed by Borrower and dated APRIL 29, 2011. The Debt Instrument states that Borrower owes Lender, or may owe Lender, an amount that may vary from time to time up to a maximum principal sum outstanding at any one time of, SEVENTY THOUSAND AND 00/100THS Dollars (U.S. \$70,000.00) plus interest.

TEXAS—SHORT FORM OPEN-END SECURITY INSTRUMENT

(page 1 of 4 pages)

HCWF#4843-7720-8065v3 (11/13/10)



Documents Processed 04-27-2011, 11:00:47

Borrower has promised to pay this debt in Periodic Payments and to pay the debt in full not later than seven (7) calendar days after May 29, 2051.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Extension of Credit" means the debt evidenced by the Debt Instrument and all the documents executed in connection with the debt.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Leasehold Rider

Trust Rider

Renewal and Extension Rider

Other(s) [specify] _____ N/A

(I) "Master Form Deed of Trust" means the Texas Master Form Deed of Trust (Securing Future Advances) dated September 18, 2007, and recorded on October 16, 2007, as Instrument Number 200706041857 in Book/Volume n/a at Page n/a in the Official Public Records for Real Property in Comal County, State of Texas.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all future advances, renewals, extensions and modifications of the Debt Instrument, including any future advances made at a time when no indebtedness is currently secured by this Security Instrument; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Debt Instrument. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

_____ County of _____ Comal _____ :
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

81881
SEE ATTACHED EXHIBIT

which currently has the address of _____ 1010 INSPIRING VW _____
[Street]
CANYON LAKE, Texas 78133 ("Property Address"):
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." The Property shall also include any additional property described in Section 20 of the Master Form Deed of Trust.



BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record as of the execution date of this Security Instrument. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

MASTER FORM DEED OF TRUST

The Master Form Deed of Trust is recorded in the county in which this Security Instrument is offered for record. By the execution and delivery of this Security Instrument, Borrower agrees that all of the provisions of the Master Form Deed of Trust are hereby incorporated in their entirety into this Security Instrument. Borrower agrees to be bound by and to perform all of the covenants and agreements in the Master Form Deed of Trust. A copy of the Master Form Deed of Trust has been provided to Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it. Borrower also acknowledges receipt of a copy of this document and a copy of the Master Form Deed of Trust.

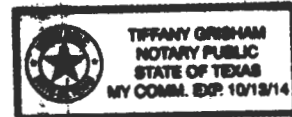
Edwardo E Villegas
EDUARDO E VILLEGAS -Borrower
Christina M Villegas
CHRISTINA M VILLEGAS -Borrower

[Space Below This Line for Acknowledgment]

For An Individual Acting In His/Her Own Right:
State of Texas
County of Bexar

This instrument was acknowledged before me on 29th day of April, 2011 (date)
by Edwardo E Villegas or Christina M Villegas
(name or names of person or persons acknowledging).

(Signature of Officer) Tiffany Grisham
(Title of Officer) Notary Public
My commission expires: 10/13/14



[Space Below This Line for Recording Data.]

TEXAS—SHORT FORM OPEN-END SECURITY INSTRUMENT
HCWF#4843-7720-8065v3 (11/13/10)



(page 4 of 4 pages)

Documents Processed 04-27-2011, 11:00:47



EXHIBIT A

Reference: 20110707600023

Account: 682-682-0388025-1998

Legal Description:

BEING A 1.002 ACRE TRACT OF LAND OUT OF THE BEATY SEALE AND FORWOOD SURVEY, ABSTRACT NO. 795, COMAL COUNTY, TEXAS, AND BEING A PART OF A 2.00 ACRE TRACT OUT OF AN UNRECORDED PART OF A SUBDIVISION KNOWN AS HANCOCK OAK HILLS, SAID 1.002 ACRE TRACT OF LAND BEING THE SAME TRACT OF LAND, CALLED 1.00 ACRE, DESCRIBED IN VOLUME 911, PAGES 575-577 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND ALL BEARINGS REFERRED TO IN THIS DESCRIPTION ARE ROTATED TO AND REFERENCED TO A BEARING OF SOUTH 24 DEGREES 33 MINUTES EAST BETWEEN IRON PINS FOUND ALONG THE EASTERLY LINE OF THE ABOVE REFERENCED 1.00 ACRE TRACT, SAID 1.002 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING: AT A 1/2 INCH IRON PIN FOUND AT THE INTERSECTION OF THE SOUTHERLY LINE OF HIGHWAY 306 WITH THE WESTERLY LINE OF INSPIRING VIEW , FOR THE NORTHEAST CORNER OF THE ABOVE REFERENCED 1.00 ACRE TRACT, FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE: WITH THE EASTERLY LINE OF THE ABOVE REFERENCED 1.00 ACRE TRACT, THE WESTERLY LINE OF INSPIRING VIEW, SOUTH 24 DEGREES 33 MINUTES 00 SECONDS EAST 149.67 FEET TO A 1/2 IRON PIN FOUND AND SOUTH 20 DEGREES 17 MINUTES 49 SECONDS EAST 76.34 FEET TO A 3/8 INCHES IRON PIN FOUND IN SAME, FOR THE SOUTHEAST CORNER OF THE ABOVE REFERENCED 1.00 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE: WITH THE SOUTHERLY LINE OF THE ABOVE REFERENCED 1.00 ACRE TRACT, A NORTHERLY LINE OF THE RICHARD AND LORENE JACKSON TRACT, SOUTH 69 DEGREES 34 MINUTES 37 SECONDS WEST 196.22 FEET TO A 1/2 IRON PIN FOUND FOR THE SOUTHWEST CORNER OF THE ABOVE REFERENCED 1.00 ACRE TRACT, FOR THE SOUTH- WEST CORNER OF THIS TRACT; THENCE: WITH THE WESTERLY LINE OF THE ABOVE REFERENCED 1.00 ACRE TRACT, THE EASTERLY LINE OF LOT 29, SAME BEING THE WESTERLY LINE OF LOT 30 OF THE ABOVE REFERENCED UNRECORDED PART OF HANCOCK OAK HILLS, AND WITH AN EASTERLY LINE OF A TRACT CALLED 1.236 ACRES DESCRIBED IN VOLUME 251, PAGE 26 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, NORTH 10 DEGREES 54 MINUTES 47 SECONDS WEST 289.57 FEET (RECORD CALL IN VOLUME 911, PAGES 575-577: NORTH 10 DEGREES 30 MINUTES 44 SECONDS WEST -

Exhibit A, CDP.V1 07/2004

1/2



Documents Processed 04-27-2011, 11:00:47

294.76 FEET) (NOTE: DEED CALLS IN VOLUME 911, PAGES 575-577 DO NOT MATHEMATICALLY CLOSE BY APPROXIMATELY 5 FEET) TO A 1/2 IRON PIN FOUND ON THE SOUTHERLY LINE OF HIGHWAY 306, FOR THE NORTHWEST CORNER OF THE ABOVE REFERENCED 1.00 ACRE TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT; 1.002 ACRE TRACT THENCE: ALONG THE SOUTHERLY LINE OF HIGHWAY 306, SOUTH 86 DEGREES 54 MINUTES 02 SECONDS EAST 150.26 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.002 ACRES OF LAND, MORE OR LESS.
APN: 81881

Exhibit A, CDP.V1 07/2004



2/2

Documents Processed 04-27-2011, 11:00:47

RENEWAL AND EXTENSION RIDER

This RENEWAL AND EXTENSION RIDER is incorporated into and shall be deemed to amend and supplement the Deed of Trust or Security Document ("Security Instrument") of the same date hereof. The Security Instrument is granted by the undersigned ("Borrower" or "I" or "me") to secure Borrower's indebtedness ("Note") to Wells Fargo Bank, N.A. ("Lender" or "you") of the same date hereof, and relating to the property described in the Security Instrument and located at 1010 INSPIRING VW, CANYON LAKE, Texas 78133.

Renewal and Extension.

This Security Instrument is given in renewal and extension of the following lien(s) of deeds of trust or builder's lien contracts (collectively "Prior Deed of Trust") covering the Property:

- (1) Dated 00000000 from , in favor of recorded under Clerk's File No. or Volume/Page No. of the Official Public Records of Real Property of County, Texas
- (2) Dated N/A from N/A, in favor of N/A recorded under Clerk's File No. or Volume/Page No. N/A of the Official Public Records of Real Property of N/A County, Texas
- (3) Dated N/A from N/A, in favor of N/A recorded under Clerk's File No. or Volume/Page No. N/A of the Official Public Records of Real Property of N/A County, Texas

The lien of the Prior Deed of Trust is hereby ratified, confirmed, renewed, extended, brought forward and rearranged as security for the indebtedness evidenced by the Note in addition to and cumulative of the lien and security interests of this Security Instrument. Foreclosure hereunder shall constitute foreclosure of said Prior Deed of Trust. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of the indebtedness secured by the Prior Deed of Trust.

Borrower acknowledges that the Prior Deed of Trust lien is valid, that it subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the Prior Deed of Trust lien is released and not assigned to the Lender.

This Renewal and Extension Rider is a part of the attached Security Instrument and, by signing below, Borrower agrees to all of the above.

Executed this 29th day of April, 2011.

Edwardo E Villegas
Borrower EDUARDO E VILLEGAS

4/29/2011
Date Signed

Christina M Villegas
Borrower CHRISTINA M VILLEGAS

4-29-11
Date Signed

Attach this Rider to the Security Instrument before Recording





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

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

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
05/18/2011 10:41:03 AM
CASHTHREE
201106016933



Joy Streater



To Show
Subdivision
Grandfather

STC 93004992 TRC \$13.00

422280

SEP 13 1988

GENERAL WARRANTY DEED RESERVING VENDOR'S LIEN
IN FAVOR OF THIRD PARTY

Quetz Kendall
13th

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

THAT PETERSON FAMILY TRUST, May 31, 1989, ELMER L. PETERSON
and MARIE PETERSON, TRUSTEES, hereinafter called Grantor, for and
in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00)
cash and other good and valuable consideration in hand paid by
ELLIOTT D. NEFF, whose address is 771 Burr Oak Lane, Canyon Lake,
Comal County, Texas, 78133, hereinafter called Grantee, the
receipt and sufficiency of which is hereby acknowledged and
confessed, and the further consideration of the execution and
delivery by the said Grantee of one certain Promissory Note of
even date herewith in the principal sum of FIFTY-NINE THOUSAND,
FIVE HUNDRED AND NO/100 (\$59,500.00) DOLLARS, payable to the
order of ROY M. CUMMINGHAM, hereinafter called Mortgagee, said
Note being payable as therein provided, bearing interest at the
rate therein specified, providing for attorney's fees and
acceleration of maturity at the rate and in the events therein
set forth, and payment of said Note being secured by a vendor's
lien and superior title retained herein in favor of said
Mortgagee, and by Deed of Trust of even date herewith from
Grantee to STEVE D. TAYLOR, Trustee, to which reference is hereby
made (for all purposes) and,

WHEREAS, Mortgagee has, at the special instance and request
of said Grantee herein, paid to Grantor herein \$59,500.00 of the
purchase money for the property hereinafter described as repre-
sented by the above described Note, said Note, together with the
vendor's lien and Deed of Trust Lien against said property
securing the payment of said Note is, without recourse upon the
Grantor herein, hereby assigned, transferred and delivered to
Mortgagee, the Grantor hereby conveying to the said Mortgagee the
said superior title to said property, and subrogating the said
Mortgagee unto all the rights and remedies of Grantor in the
premises by virtue of said Note and liens; the indebtedness

0911
0575

0911 0576

evidenced by said Note being due and payable in equal monthly installments, both principal and interest being due and payable at the office of ROY H. CUNNINGHAM:

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, the following described property, to-wit:

All that certain tract or parcel of land described as a 1.00 acre tract of land, being a portion of a 2.00 acre tract out of an unrecorded part of a subdivision known as "Hancock Oak Hills" out of the Beaty Seale and Porwood Survey (A-795), Comal County, Texas, and being more particularly described by notes and bounds as follows, to-wit:

Beginning at a point in the westerly right of way line of Inspiration Drive for the most easterly corner of the tract herein described, said point being North 09 deg 21' West, a distance of 7335.26 feet and North 20 deg 14' West, a distance of 276.36 feet from the southerly corner of said Beaty Seale and Porwood Survey:

Thence severing said 2.00 acre tract South 69 deg 46' West, a distance of 196.90 feet to a point in the westerly line of said 2.00 acre tract for the most southerly corner of the tract herein described:

Thence along the said westerly line of the said 2.00 acre tract North 10 deg 30' 44" West, a distance of 294.76 feet to a point in the southerly right of way line of State Highway FM 306 for the most northerly corner of the said 2.00 acre tract and the tract herein described:

Thence along said right of way line South 87 deg 06' East a distance of 150.0 feet to the point of intersection between said southerly right of way line of FM 306 and the said westerly right of way line of Inspiration Drive for the northeasterly corner of the said 2.00 acre tract and the tract herein described:

Thence along the said westerly right of way line of Inspiration Drive South 24 deg 23' East a distance of 150.0 feet to an angle point:

Thence South 20 deg 14' East a distance of 76.36 feet to the Point of Beginning and being a portion of a 2.00 acre tract conveyed to Tom C. McClure, Trustee, as recorded in Volume 119, page 115, of the Deed Records of Comal County, Texas.

This conveyance is made subject to, all and singular, the restrictions, conditions, easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Comal County, Texas.

0911 0577

Taxes for the current year have been prorated and are assumed by Grantee.

It is expressly agreed and stipulated that a vendor's lien is retained in favor of the payee in said Note against the above described property, premises and improvements, until said Note, and all interest thereon, is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs and assigns forever.

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

EXECUTED on this the 7th day of September, A.D., 1993.

PETERSON FAMILY TRUST

BY: Elmer L. Peterson
ELMER L. PETERSON, TRUSTEE

BY: Marie Peterson
MARIE PETERSON, TRUSTEE

STATE OF ~~TEXAS~~ CALIFORNIA 1

COUNTY OF ~~WORTH~~ SAN DIEGO 1

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THIS THE 7 day of Sept., 1993, by ELMER L. PETERSON and MARIE PETERSON, TRUSTEES OF THE PETERSON FAMILY TRUST.



Robert V. Edgar
Notary Public in and for the State of California.

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

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

Permit #: 108653

To: **PAUL SWOYER SEPTICS, LLC**
1010 INSPIRING VIEW
Canyon Lake, TX 78133

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

Site: 1010 INSPIRING VIEW, Canyon Lake
 Agency: Comal County
 County:
 Subdivision:

Installed
 Phone:
 Cell:
 Work:

Contract: 3/7/2019 - 3/7/2022
 Inspections per year: 3
 Service Due: 7/7/2019
 Alt Phone:
 Warranty Ending:

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

Item	Operational	Inoperative	N/A		
Aerator:	_____	_____	✓	1	8
Irrigation pump:	_____	_____	_____		
Air compressor:	✓	_____	_____	2	0
Disinfection device:	✓	_____	_____		
Chlorine supply:	✓	_____	_____		
Spray field vegetation:	✓	_____	_____		
Sprinkler / Drip backwash:	✓	_____	_____	3	3
Photocell Test:	_____	_____	✓		
Autodialer:	_____	_____	_____		
Water Meter Reading: _____	CFM: _____	PSI: _____			

Test Results and observations: (As Required)

Fecal Coliform: _____
 Chlorine Residual: _____ *.04*
 Test Method: _____ *LAB*
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments:

SCUM @
NOTE: W.P.S IN TRASH TANK

Inspector: _____ Date: _____

29.930837
98.240357

Area: 10
 GPS:

ID = 858

Printed 7/22/2019

1010 INSPIRING VIEW, Canyon Lake

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

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

Printed: 4/6/2023

Insp ID #: 27262

Permit #: **108653**

To: Edward Villegas
1010 Inspiring View
Canyon Lake, TX 78133

Main Phone:
Work:
Cell Phone:
Alt Cell:

Customer ID: 858

Contract Dates: 3/7/2022 - 3/7/2024

Scheduled Date: 3/7/2023

Inspection 3 of 6

Installed: 3/7/2019

Warranty End: 3/7/2022

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Sub: Beaty, Seale and Forwood

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.930837 Longitude: -98.240339

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Nicole Loria

Visit Date: 4/3/2023

Copy emailed to Customer

Customer Emailed: 4/6/2023

Method: Grab

Technician: Oscar

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 15

Irrigation Pumps: Operational

For Tank 2: N/A

Disinfection Device: Operational

For Tank 3: .5

Chlorine Supply: Operational

For Tank 4: .5

Chlorine Residual: .01

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 .6 - 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 4/6/2023.

Site: 1010 Inspiring View, Canyon Lake, TX 78133

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer	Residential	Initial Contract
Edward Villegas	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site Address	Agency	
1010 Inspiring View, Canyon Lake, TX 78133	Comal County	
Email	Phone	Permit Number
evillegas98@gmail.com		108653
System Details		
Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 800 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 to for a total fee of

III. Services by Contractor:

- 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.
- 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.
- 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.
- 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.
- 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.
- Visit site within 48 hours of a service request.
- 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:

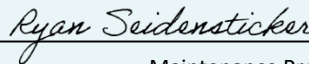
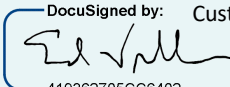
If any provision of this agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, by limiting such provision it would become valid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

Edward Villegas

Luna Environmental / Ryan Seidensticker

DocuSigned by: Customer Name

Maintenance Provider Name



License # MP0001708

419362705CC6402...

Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms