

Comal County OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

	Issued This Date:	06/10/2019		Permit Number:	108811
Location Description	Location Description:	1187 POWDE NEW BRAUN	R RIDGE RD FELS, TX 78132		
		Subdivision: Unit: Lot: Block: Acreage:	Vintage Oaks at the Vin 20 1769	evard	
	Type of System:	Aerobic Surface Irrigati	ion		
	Issued to:	Douglas & Sue	e Anne Evans		

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

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

Alterations to this permit including, but not limited to:

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

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

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

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

Licensing Authority Comal County Environmental Health

ENVIRONMENTAL HEALTH INSPECTOR

ENVIRONMENTAL HEALTH COORDINATOR

		Comai County E	invironmental pection Sheet	Section and a section of the		
Installer Name: Swoyer	4 12		OSSE installer & O.	5002623		
1st Inspection Date: 5-3	0-19	2nd Inspection De Inspector Name:	1 5-31-19	3rd Inspection	Date: 6/10	2/19 ike T.
Permit#: 108811			Address: Vintage		7 Pourde	
Beorigine SITE AND SOIL CONDITIONS & SETBACK INSTANCES Site and Soil Conditions Consistent with Submitted Plevining Micherials	1	Clastice 295.32(a) 285.30(b)(1)(A)(V) 285.30(b)(1)(A)(V) 285.30(b)(1)(A)(II) 285.30(b)(1)(A)(II) 285.30(b)(1)(A)(II)				6/10
SITE AND SOIL COMDETIONS & SETBACK DISTANCES Setback Distances Most Mitrilingen Standards	1	285.91(10) 285.30(b)(4) 285.31(d)			1	
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	1	285.32(a)(1)			1	
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 inch Per Foot	1	285.32(a)(3)			1	
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	1	285.32(a)(5)		·	1	
PRETREATMENT Installed (If required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(W) 285.32(b)(1)(E)(W) 285.32(b)(1)(F) 285.32(b)(1)(F) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(i) 285.32(b)(1)(E) 285.32(b)(1)(E)(i)(W) 285.32(b)(1)(E)(ii)(W) 285.32(b)(1)(E)(ii)(W) 285.32(b)(1)(E)(ii)(W)				
PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				
tank set - 5-31-19 ope	la tu	wit no.	lacks C n	ovn	needs	operation

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	Description 1	Amond			Renes -	1st in	an. 2nd inco.	And based
	Anna Anna Salah Chanasadan Kasa Pener Salah Ing Juans A Kasa Course Color Colord Purple?		285.33(d)(2)(G)(III)(II)285.3 3(d)(2)(G)(III)(III)285.33(d)(285.33(d)(2)(G)(III) 285.33(d)(2)(G)(IV) 285.33(d)(2)(G)(IV) 285.33(d)(2)(G)(II) 285.33(d)(2)(G)(III)(I)					6/10/19
~	APPLICATION AREA Low Angle Nozzles Used / Pressure is an ruquired	Z					-	
	APPLICATION AREA Acceptable Area, nothing within 10 R of aprining bench? APPLICATION AREA The Landscope Pion is as Designed		285.33(d)(2)(G)(T) 285.33(d)(2)(A) 285.33(d)(2)(F)					
41				5		and a second sec		
42	APPLICATION AREA Area Installed	1					/	
43	PUMP TANK Meets Minimum Reserve Capacity Requirements							
44	PUMP TANK Materiai Type & Manufacturer							
45	PUMP TANK Type/Size of Pump Installed							

			Environmental Health spection Sheet)	
Installer Name: Swoyer			OSSF Installer #: 05002	6238	
1st inspection gate: 5-3	0-19	2nd Inspection Da	nte: 5-31-19 3rd Ins	pection Date:	
Inspector Name Common		Inspector Name:		pector Name:	
Permit#: 108811			Address: Vintage Oaks	1187 Pourde	n Ridge
Description	Anwser	Citations	Rotes	1st inep.	2nd Imp 3rd Imp
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	1	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii)		1	
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	1	285.91(10) 285.30(b)(4) 285.31(d)		1	
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast iron, Ductile Iron, Sch. 40, SDR 26)	1	285.32(a)(1)		1	
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	1	285.32(a)(3)		1.	
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	1	285.32(a)(5)		1	
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)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii)			
PRETREATMENT Grease					
Interceptors if required for commercial		285.34(d)			
tank set - 5-31-19 ope	7	2	lacks cover	man 1	operations

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Ma	Description	Anwser	Citations	Notes	1st insp.	2nd imp.	3rd imp.
-	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	/	285.33(d)(2)(G)(iii)(ii)285.3 3(d)(2)(G)(iii)(iii)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(i) 285.33(d)(2)(G)(iii)(i)			1	
40	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required	~				11	
	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)				
41		10.20			Charles		
42	APPLICATION AREA Area Installed	/				-	
	PUMP TANK Meets Minimum Reserve Capacity Requirements						
43	PUMP TANK Material Type &					-	
44	Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

		OSSF Ins	pection Sheet			
Installer Name: Swoyer			OSSF Installer #: 05002	6238		
1st Inspection Date: 3-3	0-19	2nd Inspection Dat		pection Date:		
Inspector Name		Inspector Name:	Ins	pector Name:		
Permit#: 108811			Address: Vintage Oaks	1187 Powd	n Ridge	
Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd Ins
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	1	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		1		
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	1	285.91(10) 285.30(b)(4) 285.31(d)		1		
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	1	285.32(a)(1)		1		
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	1	285.32(a)(3)		1		
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	1	285.32(a)(5)		/		
PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(F) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II)				
PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

No. Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(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)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	1	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		1		
SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
0 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)				
SEPTIC TANK Tank Volume Installed						
PUMP TANK Volume Installed						
AEROBIC TREATMENT UNIT Size	1			1		
4 AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model 5 Number	1		Morar an M-800	/		
DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
6 DISPOSAL SYSTEM Leaching Chamber 7		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

No.	Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd Insp.
1	DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1)				1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1. 1
		12365	285.33(a)(3)				1.1.1.1
			285.33(a)(4)		· · · · · · · · · · · · · · · · · · ·		
			285.33(a)(2)			1000	
9							
	DISPOSAL SYSTEM Soil		285.33(d)(4)				
s	ubstitution		205.55(0)(4)				
-	DISPOSAL SYSTEM Pumped		205 22/2/2)		The second		
	ffluent		285.33(a)(3)		1 1 (22)		
6	andent		285.33(a)(1)				140000
1			285.33(a)(2)		and a stand of the		
D	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3)				
			285.33(a)(2)				
			285.33(a)(4)				
			285.33(a)(1)				
2			205.55(0/(1)				
	DISPOSAL SYSTEM Mound		285.33(a)(3)		200		
	and a start and the start and a start a		285.33(a)(1)		States 1 Mill		
			285.33(a)(2)	A STATE OF A		1	States -
				and the second			
			285.33(a)(4)				Store -
3	DISPOSAL SYSTEM Other				-		
		/	285.33(d)(6)	aerobic spray			
(describe) (Approved Design)	/	285.33(c)(4)	anove syring			
4							
	ORAINFIELD Absorptive Drainline						
	B" PVC	1 2 2 2 2			121		1.800
							1 - + k
-	or 4" PVC						
C	DRAINFIELD Area Installed						
6		(C) (G)				10000-20	-
C	DRAINFIELD Level to within 1 inch			and the second second second second	1.2		
P	per 25 feet and within 3 inches				in the second		
C	over entire excavation		285.33(b)(1)(A)(v)				
7							
	DRAINFIELD Excavation Width	52/11/-					
	DRAINFIELD Excavation Depth					1 1 2 2 2 2 2	1.000
C	ORAINFIELD Excavation						
S	Separation DRAINFIELD Depth of					1.1.1.1.1.1.1.1.1	
	Porous Media					1.1.200	
	ORAINFIELD Type of Porous Media					11 12 1. 1	
L	Signification type of Porous Media						
					2 S S S S S S S S S S S S S S S S S S S		1252
					20 1. 1. 1. 1.		
8							1.00
8	DRAINFIELD Pipe and Gravel -						
1	Geotextile Fabric in Place	· ····	285.33(b)(1)(E)				ALC: NO
9							Carlos - Bar
	DRAINFIELD Leaching Chambers						12.12.2
	ORAINFIELD Chambers - Open End					1	173.0
	Plates w/Splash Plate, Inspection	1				1 1 2 1 2 1	
	Port & Closed End Plates in Place					12.0 7.5	14.2 64
			285.33(c)(2)				
(per manufacturers spec.)						
						100	
0							1.1.2.
	OW PRESSURE DISPOSAL						
S	SYSTEM Adequate Trench Length						
	& Width, and Adequate		205 22/ 1/4//01/2				
	Separation Distance between		285.33(d)(1)(C)(i)				
	Trenches						

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No.	Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd insp.
O EI Tr A Li & C EF D S G EF D C C (:	FFLUENT DISPOSAL SYSTEM Utilized Inly by Single Family Dwelling FFLUENT DISPOSAL SYSTEM opographic Slopes 2.0% EFFLUENT DISPOSAL SYSTEM dequate Length of Drain Field (1000 near ft. for 2 bedrooms or Less an additional 400 ft. for each dditional bedroom) FFLUENT DISPOSAL SYSTEM Lateral epth of 18 inches to 3 ft. & Vertical eparation of 1ft on bottom and 2 ft. to estrictive horizon and ground water espectfully FFLUENT DISPOSAL SYSTEM Lateral rain 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)				
A	EROBIC TREATMENT UNIT Is erobic Unit Installed According o Approved Guidelines.	1	285.32(c)(1)				
A Ir R A S P U U tri A c	EROBIC TREATMENT UNIT inspection/Clean Out Port & tisers Provided AEROBIC TREATMENT UNIT econdary restraint system provided AEROBIC TREATMENT JNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser ap protected against unauthorized intrusions	1111					
C	VEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	1					
P a a c C P P L L F A F F F F S S S	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent ine PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump PUMP TANK Inspection/Clean Out						
F F S F F F	Port & Risers Provided PUMP TANK Riser Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38 5	PUMP TANK Secondary restraint system provided PUMP TANK Electrical						
0	Connections in Approved Junction Boxes / Wiring Buried						

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
-	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II)285.3 3(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
40	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)				
41							
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:	108811
Issued This Date:	03/06/2019
This permit is hereby given to:	Douglas & Sue Anne Evans

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

1187 POWDER RIDGE RD NEW BRAUNFELS, TX 78132

Subdivision:Vintage Oaks at the VineyardUnit:20Lot:1769Block: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 County requirements.

Call (830) 608-2090 to schedule inspections.

COUNTY OF COMAL

COUNTY ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff	will	complete	shaded	
				_

items Date Received initials

RECEIVED

Permit Number

FEB 27 2019

Instructions:

COUNTY ENGINEER

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.

X Required Permit Fee

Copy of Recorded Deed

Surface Application/Aerobic Treatment System

X 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

COMPLETE APPLICATION

Check No.____

Receipt No.

INCOMPLETE APPLICATION (Missing Items Circled, Application Refused)

Revised: January 2015

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

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

Date Febr	uary 13, 2019		Permit #	10881)
Owner Name	DOUGLAS L & SUE ANNE EVANS	Agent Name	GREG W	JOHNSON, P.E.
Mailing Address	c/o 23011 FM 306	Agent Address		
City, State, Zip	CANYON LAKE TEXAS 78133	- City, State, Zip		INFELS, TX 78132
Phone#	830-935-4936	Phone #) 905-2778
Email	katelyn@paulswoyerseptics.com	Email		onpe@yahoo.com
-		·		
All correspondence	e should be sent to: 🛛 Owner 🛛 Agent	Both	Method: Mail	Email
Subdivision Name	VINTAGE OAKS AT THE VINEYARD Unit/Ph	ase/Section 20	Lot 1769	Block
Acreage/Legal				
Street Name/Addr	ess 1187 POWDER RIDGE	City NE	EW BRAUNFELS	Zip 78132
Type of Developm	nent:			
Single Family F	Residential			RECEIVED
Type of Con	struction (House, Mobile, RV, Etc.)	HOUSE		
Number of E	Bedrooms 3			FEB 27 2019
Indicate Sq	Ft of Living Area2893			COUNTY ENGINEER
(Planning materia) Type of Fac	als must show adequate land area for doubling t		ded for treatment units	and disposal area)
Offices, Fac	tories, Churches, Schools, Parks, Etc Ind	icate Number Of O	ccupants	
Restaurants	s, Lounges, Theaters - Indicate Number of S	Seats		
Hotel, Motel	I, Hospital, Nursing Home - Indicate Numbe	r of Beds		
Travel Traile	er/RV Parks - Indicate Number of Spaces			
Miscellaneo	us			
Estimated Cost of	Construction: \$ 350,000 (Struct	ture Only)		
	he proposed OSSF located in the United Sta		Engineers (USACE) flowage easement?
	(if yes, owner must provide approval from USACE for			
	Public Private Well Devices Being Utilized Within the Residenc	e? 🛛 Yes 🔲 N	0	
By signing this applica - the completed applic -Authorization is here site/soil evaluation a -I also understand that by the Comal County		t contain any false infor jents to enter upon the ed until the Floodplain A	rmation and does not cor above described propert Administrator has perform his permit application, as	y for the purpose of ned the reviews required

	the second second second	÷
	Owner	

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

Date

Page | of 2 **Revised July 2018**

VINTAGE OAKS AT	THE VINEYARD,	UNIT 20, LOT 1769
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APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By <u>GREG W. JOHNSON, P.E.</u> .						
System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGA	ATION					
Size of Septic System Required Based on Planning Materials & Soil Evaluation						
MAXX AIR M800 Absorption/Application Area (Sq Ft)	4803					
Gallons Per Day (As Per TCEQ Table III) 300 (Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ)	RECEIVED					
Is the property located over the Edwards Recharge Zone? Yes 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? (If yes, the R.S. or P. E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Protocol of the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office	♀ □ Yes □ No Permit to Construct will					
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? (if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Perm 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: GREG W. JOHNSON B. AG7587 GISTERED W FIRM	W #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 February 15, 2019	, as applicable					

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

Signature of Designer

Page 2 of 2 Revised July 2018

AFFIDAVIT



THE COUNTY OF COMAL STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

Ι

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 RECEIVED by the commission that the appropriate OSSF was installed.

II

FEB 27 2019

SURVEY

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):

20	UNIT/PHASE/SECTION	BLOCK	1769	COUNTY ENGINEER
1	<u> </u>			

IF NOT IN SUBDIVISION: _____ ACREAGE

The property is owned by (insert owner's full name):

DOUGLAS L. EVANS & SUE ANNE EVANS

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.

SS BY HAND(S) ON THIS 2\ DAY OF SueAnne Evans Douglas L EVANJ Owner(s) signature(s) Owner (s) Printed name (s) BUCHAS ? SUE AND EVANS SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 21 DAY OF 20 19 THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY Filed and Recorded Official Public Records Notary Public Signature Bobbie Koepp, County Clerk omal County, Texas MILES ONELL BROOKS 7/2019 01:21:44 PM Notary Public, State of Texas ERRI 1 Page(s) Comm. Expires 03-21-2022 Notary ID 131497664 1906006608 Sobbie Keepp (Notary Seal Here)

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PAUL SWOYER SEPTIC SUPPLY ON TY ENGINEER SERVICE 23011 FM 306 CANYON LAKE, TX 78133

MP#0001708 CHRISTOPHER RYAN SEIDENSTICKER

	Customer:	DOUG	GLAS L. &	SUE ANNE EVANS
PROPERTY LEGAL DESCRIPTION:	Site Address:	1187 POV	VDER RIDGI	E
VINTAGE OAKS AT THE VINEYARD, UNIT 20, LOT 1769	City/State: NE	W BRAUN	NFELS, TX	Zip: 78132
	County: COMA	AL	Permit#:	
	Phone Number	r:		
	E-mail:			

- I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between <u>DOUGLAS L. & SUE ANNE EVANS</u>, (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: LTO Last Date of Service: 3 VY From LTO

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

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

Contractor:

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

- To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped. 1
- COUNTY FANGINEER To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function pro 2. and to allow Contractor ready access to all parts of the OSSF.
- 3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for onsite sewage facilities from the State and local regulatory agency.
- To maintain the OSSF in accordance with manufacturer's recommendations, 4
- To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
- Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required 6. 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.
- To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance. 7
- 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.
- 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.
- VL Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.
- VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the abovedescribed Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor
- VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client. Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contactor'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 men, then Contactor is from any using the 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. Watver. 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 subacquant breach hereof.

Client Den ATC

Contractor: 15

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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 apart. NGINEER 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:	CHRISTOPHER RYAN SEIDENSTICKER
Approved by Client: Win St	-

- 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: Dec Th

Contractor:

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

February 15, 2019

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

RE-SEPTIC DESIGN 1187 POWDER RIDGE VINTAGE OAKS AT THE VINEYARD, UNIT 20, LOT 1769 NEW BRAUNFELS, TX 78132 EVANS RESIDENCE

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COUNTY ENGINEER

Ms. Brenda Ritzen/Sandra Hernandez,

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

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

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

OZ/15/1G Greg W. Johnson, P.E. No. 67587 / F#2585

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



ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: February 15, 2019

Site Location: VINTAGE OAKS at the VINEYARD, UNIT 20, LOT 1769

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Proposed Excavation Depth: N/A

FEB 27 2019

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. NTY ENGINEER 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.

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
4 "	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 4"	BROWN
5						

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
	SAME		AS		ABOVE	

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

02/15/19

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

Date

OSSF SOIL EVALUATION REPORT INFORMATION

Date: February 15, 2019

Applicant Information:

Applicant Information:						
		r Information:	Q E 11561			
Name: DOUGLAS L. & SUE ANNE EVANS Address: c/o 23011 F.M. 306	Name: Greg 1	W. Johnson, P.E., R.S.,	S.E. 11301			
City: CANYON LAKE State: TEXAS	Address: <u>170 Hollow Oak</u> City: <u>New Braunfels</u> State: <u>Texas</u>					
Zip Code:	Zin Code: 781	32 Phone & Fax (830)905-2778			
	21p Couc. <u>701</u>		0301703-2110			
Property Location:	Installer	Information:				
Lot <u>1769</u> Unit <u>20</u> Blk Subd. VINTAGE OAKS at the VINEYAR						
Street Address: 1187 POWDER RIDGE		ny:				
City: NEW BRAUNFELS Zip Code: 78132	Address					
Additional Info.:	City:		State:			
	Zip Cod	le: Phone				
Topography: Slope within proposed disposal area:	6 %					
Presence of 100 yr. Flood Zone:	YES N	NO X	RECEIVED			
Existing or proposed water well in nearby area.	YES N	NO X	O LIVED			
Presence of adjacent ponds, streams, water impoundments	YESN	NO X	FEB 27 2019			
Presence of upper water shed	YES N	NO X	2019			
Organized sewage service available to lot	YES N	NO X	COUNTY ENGINEER			
Design Calculations for Aerobic Treatment with Spray	v Irrigation:					
Commercial		-				
Q = GPD						
Residential Water conserving fixtures to be utilized? Yes	X No	0				
Number of Bedrooms the septic system is sized for: <u>4</u>	Total so	ft living area 28	93			
Q gal/day = (Bedrooms +1) * 75 GPD - (20% reduction for						
	or water cons	serving fixtures)				
$Q = (\underbrace{4}_{\text{Tank Size}} +1)*75-(20\%) = \underbrace{300}_{\text{Cal}}$						
Trash Tank Size <u>431</u> Gal.						
TCEQ Approved Aerobic Plant Size 800 G.J.		4688 sq. ft.				
1 11		4000 Sq. II.				
Application Area Utilized = 4803 sq. ft.	a alast 0 5 JUD	10 C D M and an	- minut			
Pump Requirement <u>12</u> Gpm @ <u>41</u> Psi (Redj						
		DSE IN PREDAWN H	HOURS			
Pump Tank Size = 854 Gal. 16.1 Gal/	/inch.					
Reserve Requirement = 100 Gal. 1/3 day flow.		10				
Alarms: Audible & Visual High Water Alarm & Visual A	Air Pump mal	Ifunction				
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	INITAINED	WITH VECETATION	т			
APPLICATION AREA SHOULD BE SEEDED AND MA	INTAINED	WITH VEGETATION	۷.			
I HAVE PERFORMED A THOROUGH INVESTIGATION E	REING A REC	GISTERED PROFESSI	ONAL ENGINEER			
AND SITE EVALUATOR IN ACCORDANCE WITH CHAI						
(REGARDING RECHARGE FEATURES), TEXAS COM						
		ATTACK .	- yourse			
/		ATENET				
00/ 07/	islig #	\$ \$				

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

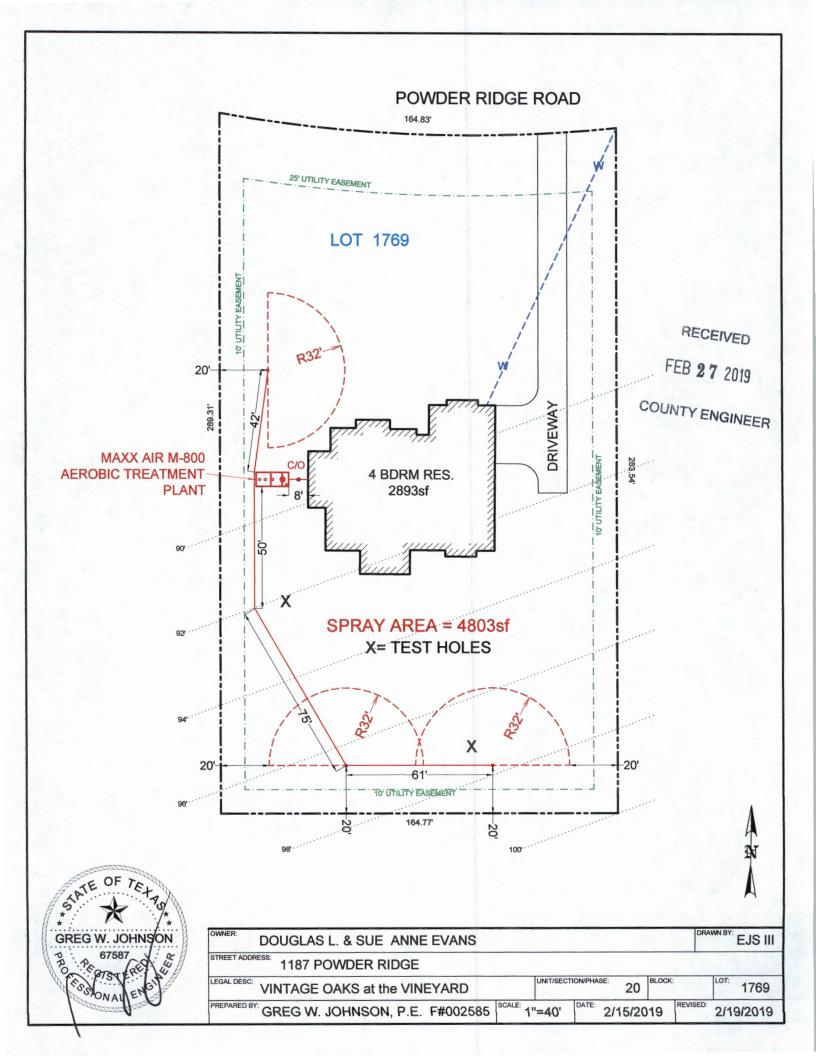
02/15/19 DATE

ALL STREET

FIRM #2585

GREG W. JOHNSON

"coon



TANK NOTES:

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

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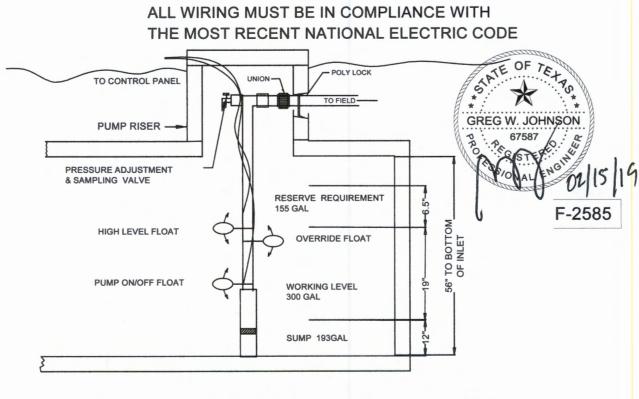
FEB 27 2019

COUNTY ENGINEER

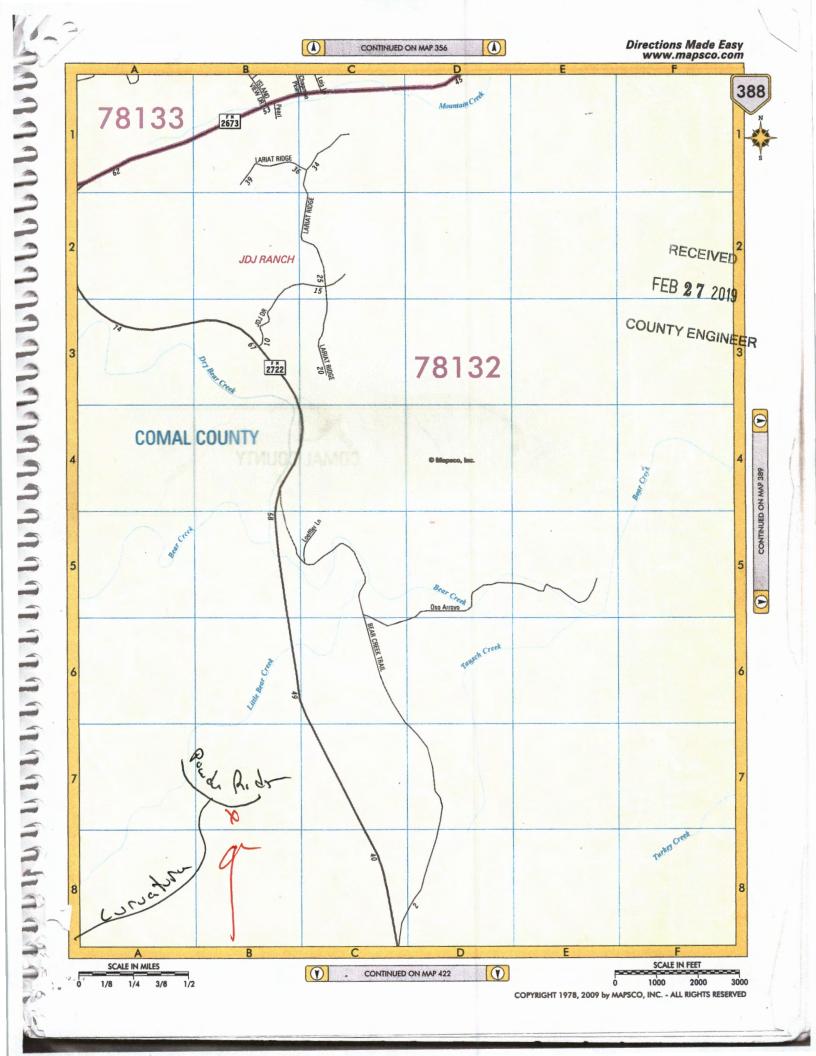
Tightlines to the tank shall be SCH-40 PVC.

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-M800 PUMP TANK



2-185460BD Filed By

201806027513 07/13/2018 08:48:05 AM 1/4

Presidio Title

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS	5	KNOW ALL MEN BY THESE PRESENTS:	RECEIVED
COUNTY OF COMAL	5		FEB 27 2019
GRANTOR: SOUTHSTAR A 1114 Lost Cre Austin, Texas	ek Blvd., Sui	KS. LLC	UNTY ENGINEER

GRANTEE: DOUGLAS L. EVANS and SUE ANNE EVANS, husband and wife 4400 River Oaks Dr Killeen, TX 76543

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it in hand paid by Grantee, and in the further consideration of the execution by Grantee of that one certain Promissory Note of even date herewith secured by the Real Property described herein in the original principal sum of SEVENTY-SEVEN THOUSAND, SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$77,760.00) payable to the order of SECURITY SERVICE FEDERAL CREDIT UNION (hereinafter the "Lender"), payable as therein provided, containing the usual clauses providing for acceleration of maturity and attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to RUTH GARNER, Trustee, 1500 Citywest Blvd., Suite 700, Houston, Texas 77042, the receipt of which is hereby acknowledged and confessed;

WHEREAS, Lender has, at the special insistence and request of Grantee, paid to Grantor the sum of SEVENTY-SEVEN THOUSAND, SEVEN HUNDRED SIXTY AND NO/100 DOLLARS (\$77,760.00) of the purchase money for the Property described below, and as represented by the above described Promissory Note of even date herewith. The vendor's lien against said Property securing payment of said Promissory Note is without recourse upon Grantor herein, and is hereby assigned transferred and delivered to Lender. The Grantor hereby conveying to said Lender the superior title to said Property, and subrogating the Lender unto all the rights and remedies of Grantor in the Property by virtue of said Promissory Note and liens has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the said Grantees, the following described property, to-wit:

Lot 1769, VINTAGE OAKS AT THE VINEYARD, UNIT 20, Comal County, Texas, according to plat thereof recorded in Document #201806019282, Map and Plat Records of Comal County, Texas (hereinafter referred to as the "Property").

As additional consideration, Lender has, at the insistence and request of Grantee, paid to Grantor a portion of the face value of the Note (pursuant to the terms of a separate agreement between Grantee and Lender), and the Vendor's Lien against the Property securing payment of the Note, is without recourse upon Grantor, hereby SOLD, ASSIGNED AND TRANSFERRED to Lender, the Grantor hereby conveying to Lender the superior title to the Property, and subrogating the Lender unto all the rights and remedies of Grantor in the Property by virtue of the Note and liens.

RECEIVED TO HAVE AND TO HOLD the Property, together with all and singular the rights FEB 27 2019 and appurtenances thereto in anyway belonging to Grantor, unto Grantee, its heirs and FEB 27 2019 and appurtenances thereto in does hereby bind itself, its heirs, successors and Grantee WTY ENGINEER to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee WTY ENGINEER same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

But it is expressly agreed that the vendor's lien, in favor of Grantor as assigned to Lender is granted against the Property until the Note, and all interest thereon, is fully paid when this Deed shall become absolute.

IT IS expressly UNDERSTOOD, ACKNOWLEDGED and AGREED that Grantor hereby RESERVES and EXCEPTS from this conveyance all oil, gas and other minerals of any type or form including all rights to ingress and egress as well as other rights appurtenant to the minerals and the mineral estate owned by Grantor, and does not transfer the minerals and the appurtenant rights thereto to Grantee.

THIS CONVEYANCE IS MADE AND ACCEPTED by Grantee SUBJECT TO (i) taxes for the current year, which have been prorated as of the date of closing, the payment of which Grantee assumes; (ii) all subsequent tax assessments for the current year the payment of which Grantee assumes: (iii) the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vinevard filed in the Official Real Property Records, Comal County, Texas, all other restrictions, covenants, conditions, easements, reservations, leases, mineral severances, and other instruments that affect the Property and as may or may not be shown in the public records of Comal County, Texas; (iv) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the Property and (v) the items listed below as Permitted Exceptions:

Subject to the Declaration of Conditions, Covenants and 1 Restrictions for Vintage Oaks at the Vinevard, recorded at Clerk's Document #200706000771 (Master), annexed by Document #201806020106, amended or supplemented by Document #201106044284 (First Amendment), Document #201206032310 (Affidavit), Document #201406032083 (Second Amendment); Document #201406037322 (Working Capital Assessment), Document #201606000890 (Third Amendment), Document #201706014965 (Revised Fourth Amendment), Document #200706018620 (deed), Document #201706028668 (Fourth Amendment), Document #201706050096 (Assessment Policy), Document #201706050099 (Fireworks Policy); Document #201706050125 (Amended Working Capital), Document #201806013767 (Correction of Fourth to Fifth) and the Assignment of Declarant Rights filed at Document #201206016339, Official Real Property Records, Comal County, Texas.

2. Subject to those items, restrictions, building setback lines, easements and Notes shown on the plat recorded in Document #201806019282, Official Map and Plat Records of Comal County, Texas as well as those setbacks included/described in the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard and contained in the Architectural and Site Guidelines for Vintage Oaks recorded at Document #201606020343 and those guidelines for The Grove recorded at Document #201706008119: and as amended in Document

SPECIAL WARRANTY DEED WITH VENDORS LIEN -LOT 1769, VINTAGE OAKS AT THE VINEYARD, UNIT 20 - PAGE -2 OF 3-

#201606034595, and supplemented by Document #201706050104, all in the Official Public Records, Comal County, Texas:

- a. Subject to a building setback line from the front and rear property lines.
- b. Subject to a 10-foot side property line building setback except on corner lots wherein the street-side content of the street side content of the street setback; c. Subject to a 10-foot wide Public Utility and Drainage easement COUNTY ENGINEER
- d. Subject to Public Utility Easement, 20 feet from the front property line and 10 feet from the side and rear property lines.

3. Edwards Aguifer Protection Plan recorded in Document #200806028296, Official Public Records of Comal County, Texas.

Temporary Access and Utility Easement granted to LBC Partners. Ltd. recorded in Document #201706048420, Official Public Records of Comal County, Texas.

5. Terms and provisions of Special Warranty Deed recorded at Document #201706048422, Official Public Records, Comal County, Texas

Covenants, conditions and restrictions affecting the 250.092 acre tract provided for in Document #201706048423. Official Public Records. Comal County, Texas.

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

EXECUTED on the	a day of July	2018.
	SOUTHSTAR AT VINTAGE OAKS, LLC	

Thad Rutherford, Senior Vice President-Operations

ACKNOWLEDGMENT

§ §

S

By:

STATE OF TEXAS

COUNTY OF TRAVIS

This Special Warranty Deed with Vendor's Lien was acknowledged before me on a day of Tuly, 2018, by Thad Rutherford, Senior Vice Presidentthe Operations of SOUTHSTAR AT VINTAGE OAKS, LLC, Grantor in the above instrument on behalf of said entity.

MIA BEJDA My Notary ID # 126793371 Expires January 22, 2020

NOTARY PUBLIC, STATE OF TEXAS

SPECIAL WARRANTY DEED WITH VENDORS LIEN -LOT 1769, VINTAGE OAKS AT THE VINEYARD, UNIT 20 - PAGE -3 OF 3-

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COUNTY ENGINEER

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 07/13/2018 08:48:05 AM TERRI 4 Pages(s) 201806027513

1.7.4

Battie Koepp

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

Permit #: 108811

To: Doug Evans 1187 POWDER RIDGE ROAD New Braunfels, TX		Tech: Not / Brand/Mfg.: MAX System S/N: Aerator and S/N:	-		
Site: 1187 POWDER RIDG Agency: Comal County County: Subdivision: Vintage Oaks at the V		ls	Installed: Phone: (254) 247-7905 Cell: Work;	Contract: 6/10/2019 - Inspections per year Service Due: 10/10/ Alt Phone: Warranty Ending:	: 3
Inspection Type:	Inspe	ection # of _	for the contract yea	ır	
Item Aerator: Irrigation pump: Air compressor: Disinfection device: Chlorine supply: Spray field vegetation: Sprinkler / Drip backwash: Photocell Test: Autodialer: Water Meter Reading: Test Results and observation	Operational	Inoperative	N/A	, 6 2 0 3 D	
Fecal Coliform: Chlorine Residual: Test Method: BOD: TSS: Commercial Lab: Date Submitted: Repairs made: Y / N	.04 Grad	~			
Repairs and Comments:	56	um t			
Inspector;		Date: _	29.78 98.5	8640	
	· .		Área: /0	Printed	: 10/15/2019

1187 POWDER RIDGE ROAD, New Braunfels

ID = 1093

GPS:

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

To: Doug Evans 1187 POWDER RIDGE ROAD New Braunfels, TX

Permit #: **108811** Agency: Comal County County: Mfg / Brand: - MAXX AIR Treatment Type: Aerobic Disposal: Surface Application

Service Type: <u>Scheduled Inspection</u> Visit Date: <u>10/29/2020</u>

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: <u>.19</u>

Sludge Levels For Tank 1: <u>12</u> For Tank 2: <u>4</u> For Tank 3: <u>1</u>

Sub: Vintage Oaks at the Vineyard

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>

Color: Good Odor: Good

Alarm: Operational

Comments

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

Owner signature:

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

Printed:10/30/2020 Site: 1187 POWDER RIDGE ROAD New Braunfels, TX 78132 (254) 247-7905

Customer ID: 1093 Contract Dates: 6/10/2019 - 6/10/2022 Scheduled Date: 10/10/2020 Inspection 4 of 9

GPS Coordinates - Latitude: 29.788640 Longitude: -98.227641

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

Sprinkier Drip Backwash.

Insp ID #:6405

✓ Service Completed

			830) 850-0080 830) 935-4932
To: Doug Evans 1187 POWDER RIDGE R New Braunfels, TX	DAD	Site: 1187 POWD New Br	Printed:2/1/2021 DER RIDGE ROAD raunfels, TX 78132
			(254) 247-7905
Permit #: 108811		Customer ID: 1093	
Agency: Comal County		Contract Dates: 6/10/2019 - 6/10/2022	2
County: Mfg / Brand: - MAXX AIR Treatment Type: Aerobic	Sub: Vintage Oaks at the Vineyard	Scheduled Date 2/10/2021	Inspection 5 of 9
Disposal: Surface Application	GPS (Coordinates - Latitude: 29.788671 Longitude:	
Service Type: <u>Scheduled II</u> Visit Date: <u>1/29/2021</u> Method: <u>Grab</u> Technician: Ryan Seidenstick Maint. Provider: Ryan Seidenstick	er	This counts as a type of "Schedu Entered By: _	led Inspection"
Aerators: Operational	Sludge Levels		
Filters: Operational	For Tank 1: 24		
Chlorine Residual: 0.27	For Tank 3: <u>4</u>		
	Tank Lid / Riser: Secured	Sprinkler Drip Backwash: <u>G</u>	ood
Electric Circuits: Operational			
Distribution System: Operational	Color Cood		
Sprayfield Veg: Operational	Color: <u>Good</u> Odor: <u>Good</u>		
Alarm: Operational			
Comments Scum on pretreatment:2" M.D - Techi	nician Secured the Tank Lid and/or Ris		ce Completed
Owner signature:			Insp ID #:7876
Provider: Christopher Ryan Seia PS Septic Supply & Se	rvice	Christopher Ryan Seidensticker PS Septic Supply & Service	
icense Info: MP0001708 Expires:	License Info: N	P0001708 Expires: 9/1/2023	

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

Site: 1187 POWDER RIDGE ROAD

Printed:5/26/2021

Inspection 6 of 9

New Braunfels, TX 78132

To: Doug Evans **1187 POWDER RIDGE ROAD** New Braunfels, TX

Permit #: 108811

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

Service Type: Scheduled Inspection

Visit Date: 5/25/2021

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational Chlorine Supply: Operational Chlorine Residual: 0.01

Sludge Levels For Tank 1: 8 For Tank 2: 10 For Tank 3: 3

Sub: Vintage Oaks at the Vineyard

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good Odor: Good

Alarm: Operational

Comments

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

Owner signature:

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

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

This counts as a type of "Scheduled Inspection"

Service Completed

Insp ID #:9832

(254) 247-7905 Customer ID: 1093 Contract Dates: 6/10/2019 - 6/10/2022

Scheduled Date 6/10/2021

Entered By:

GPS Coordinates - Latitude: 29.788671 Longitude: -98.227670

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

Site: 1187 Powder Ridge Rd

New Braunfels, TX 78132

Printed:2/1/2022

To: Doug Evans **1187 POWDER RIDGE ROAD** New Braunfels, TX

Permit #: 108811

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

Sub: Vintage Oaks at the Vineyard

Sludge Levels

GPS Coordinates - Latitude: 29.788671 Longitude: -98.227670

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

Service Type: Scheduled Inspection

Visit Date: 1/31/2022

Method: Grab

Technician: Nick Zigalo Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational Chlorine Supply: Operational Chlorine Residual: .04

For Tank 2: 13 For Tank 3: 2

For Tank 1: 20

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

Service Completed

Insp ID #:14963

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

License Info: MP0001708 Expires:

License Info: MT0002016 Expires: 12/31/2023

Customer ID: 1093 Contract Dates: 6/10/2019 - 6/10/2022 Inspection 8 of 9 Scheduled Date: 2/10/2022

(254) 247-7905

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

Site: 1187 Powder Ridge Rd

New Braunfels, TX 78132

Printed:6/16/2022

(254) 247-7905

To: Doug Evans **1187 POWDER RIDGE ROAD New Braunfels, TX**

Permit #: 108811

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

Sub: Vintage Oaks at the Vineyard

Contract Dates: 6/10/2019 - 6/10/2022

Customer ID: 1093

Service Type: Scheduled Inspection

Visit Date: 6/15/2022

Method: Grab

Technician: Not Assigned Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational **Disinfection Device:** Operational Chlorine Supply: Operational Chlorine Residual: .14

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

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good Odor: Good

Alarm: Operational

Comments

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

Service Completed

Insp ID #:18754

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

Scheduled Date: 6/10/2022 Inspection 9 of 9

GPS Coordinates - Latitude: 29.788671 Longitude: -98.227670

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



MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

	Customer: Doug Evans
PROPERTY LEGAL DESCRIPTION:	Site Address: 1187 Powder Ridge Road
	City/State: New Braunfels, Tx Zip: 78132
	County: Comal Permit#: 108811
	Phone Number: 254-247-7905
	E-mail: douglas.evans@gmail.com

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between Doug Evans ______, (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: 06/10/2022 Last Date of Service: 06/10/2024

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
			(4), or Section IX, herein. The Fee does not include equipment, parts or
			utine maintenance. Payments for such additional services are due at the
time services are provide	d or rendered. Paym	ents not received	within thirty (30) days from the due date will be subject the greater of a
\$20.00 late penalty or 1.5	5% carrying charge of	on the original bal	lance for each month or portion thereof a balance in past due. If for any
reason such charges are	found to be usuriou	s by a court of c	competent jurisdiction, such charges shall be reduced to the maximum
allowable by law. By sign	ning this contract, Cl	lient authorizes Co	Contractor to remove any parts installed, but not paid in full at the end of
the thirty (30) days. Clie	it agrees to pay for a	any labor cost ass	sociated with the installation and the reasonable cost of removal of said
parts.	1)4		
<u>Climete</u>			

Client:

Contractor: 12

- V. Client's Responsibilities: Client is responsible for each and all of the following:
 - 1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
 - 2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
 - 3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for onsite sewage facilities from the State and local regulatory agency.
 - 4. To maintain the OSSF in accordance with manufacturer's recommendations.
 - 5. To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
 - 6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
 - 7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
 - 8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS") that may be required on the OSSF.
 - 9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
 - 10. To provide, at Client's expense, for pumping of tanks as needed.
 - 11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
 - 12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.
- VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.
- VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the abovedescribed Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor
- VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.
- X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.
- XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.
- XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.
- XIII. Waiver. Except as otherwise goted 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: 125

- 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.

	MP#0001708
Approved by Contractor:	CHRISTOPHER RYAN SEIDENSTICKER
Approved by Client: Doug Evans	
4EC6749EF7BA4DE	

- 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.

	DS	
	DE	
Client:		

Contractor:

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

	Printed:10/5/2022	Insp ID #:21424	Permit #: 108811	
To: Doug Evans 1187 POWDER RIDGE RO/ New Braunfels, TX	AD			
Agency: Comal County County: Si Mfg / Brand: - MAXX AIR Treatment Type: Aerobic Disposal: Surface Application	ub: Vintage Oaks at the Vine	-		Inspection 1 of 6 stalled: 6/10/2019 ity End: 6/10/2022
Service Type: <u>Scheduled Ins</u> Visit Date: <u>10/5/2022</u> Method: <u>Grab</u> Technician: Not Assigned Maint. Provider: Ryan Seidensticker	<u>pection</u>		✓ This counts as a type of "Sci Entered By: <u>Ryan Seiden</u> ✓ Copy of Customer Ema	sticker emailed to Customer
Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Chlorine Supply: <u>Operational</u> Chlorine Residual: <u>.7</u>	<u>Sludge Leve</u> For Tank For Tank For Tank	x 1: <u>24</u> x 3: <u>24</u>		
Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>	Tank Lid / Ris Insp. Port / Plu			
Alarm: <u>Operational</u>			⊻ S	ervice Completed
Scum on pretreatment 18" pumping recommended due to sludge an Preferred pumper Ferguson and Sons 830-431-6104 - Technician Secured the to leaving Copy emailed to the custom	Tank Lid and/or Riser pr	ior to leaving locatio	n Inspection Port Plug was note Site: 1187 Powder Ridge Rd, Ne	
Provider: Christopher Ryan Seiden PS Septic Supply & Servi				

License Info: MP0001708 Expires:

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

	Printed:2/15/2023	Insp ID #:25596	Permit #: 108811	
To: Doug Evans			Main Pho	one: (254) 247-7905
1187 POWDER RIDGE R	CAD			ork:
New Braunfels, TX			Cell Pho	
			Alt C	
			Customer ID: 1093 Contract Dates: 6/10/2022 - 6/10	
Agency: Comal County			Scheduled Date: 2/10/2023	Inspection 2 of 6
County: Comal County	Sub: Vintage Oaks at the Vine	yard		nstalled: 6/10/2019
Mfg / Brand: - MAXX AIR Treatment Type: Aerobic				nty End: 6/10/2022
Disposal: Surface Application		GPS C	oordinates: Latitude: 29.788671 Longi	•
Service Type: <u>Scheduled I</u>			✓ This counts as a type of "Sc	heduled Inspection"
Visit Date: 2/14/2023			Entered By: Ashley Spitz	
				emailed to Customer
Method: <u>Grab</u> Technician: Mike Hobbs			Customer Ema	ailed: 2/15/2023
Maint. Provider: Ryan Seidenstick	er			
Aerators: Operational	Sludge Leve	s		
Filters: Operational	For Tank			
Irrigation Pumps: Operational	For Tank			
Disinfection Device: Operational				
Chlorine Supply: <u>Operational</u>				
Chlorine Residual: <u>.01</u>				
	Tank Lid / Dia			
Electric Circuits: Operational	Tank Lid / Rise Insp. Port / Plu			
Distribution System: Operational		J. 0000100		
Sprayfield Veg: Operational				
Alarm: Operational				

Comments

✓ Service Completed

- Scum on pretreatment 1 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 2/15/2023.

Site: 1187 Powder Ridge Rd, New Braunfels, TX 78132

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

Luna Environmental

4222 FM 482 New Braunfels, TX 78132

sherrie@lunaenvironmental.com

Printed:8/11/2023

Permit: 108811

Site: 1187 Powder Ridge Rd, New Braunfels, TX 78132 Main Phone: 2542477905

Doug Evans 1187 POWDER RIDGE ROAD New Braunfels, TX

Agency: Comal County County: Comal County Subdivision: Vintage Oaks at the Vineyard

System Info: MFG: Brand: MA	XX AIR		Customer ID: 2492
Treatment Type: Aerobic	Disposal Type: Surface Application		Insp ID: <u>31195</u>
Installed: <u>6/10/2019</u>	Warranty Expiration: 6/10/2022	-	
/isit Details	Entered By: Nicole Loria		GPS Lat: 29.788671 GPS Long: -98.22767
Visit Date: <u>8/8/2023</u>	,	Contract Starts: 6/10/2022	Customer Emailed: 8/11/2023
Scheduled Date: 6/10/2023			customer Emaned. <u>8/11/2025</u>
Entered On: <u>8/11/2023</u>		Contract Ends: <u>6/10/2024</u>	
/isit Results			
Service Type: Scheduled In	spection		
Count: Inspection 3 of 6			
Method: <u>Grab</u>	License #	Expires	
Technician: Not Assigned			_
Provider: Luna Environment	tal, LLC		Service Completed
Aerators: Operational	Sludge Level 1	Гапк 1: <u>9</u>	
Filters: Operational	Sludge Level 1	Гапк 2: <u>N/A</u>	
Irrigation Pumps: Operational	Sludge Level 1	Γank 3։ <u>3</u>	
Disinfection Device: Operational			
Chlorine Supply: Operational			
Chlorine Residual: <u>.6</u>			
		Riser: <u>Secured</u>	
Electric Circuits: Operational	Insp. Port	/ Plug: <u>Secured</u>	
Distribution System: Operational			
Drip/Sprayfield Veg: Operational			
Alarm: Operational	PSI Pr	ressure: <u>2.4</u>	

Comments

- Scum on pretreatment 0 - Reset Timer - 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 8/11/2023.