

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:	12/12/2019		Permit Number:	108893
Location Description:	321 CANYON SI CANYON LAKE			
	Unit: 3	Canyon Springs Resort A 3 1		
Type of System:	Aerobic Drip Irrigation			
Issued to:	Chad & Erica Rut	ten		

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

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

Alterations to this permit including, but not limited to:

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

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

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

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

Licensing Authority Comal County Environmental Health

ENVIRONMENTAL HEALTH INSPECTOR

ENVIRONMENTAL HEALTH COORDINATOR

OS 0025599

Comal County Environmental Health OSSF Inspection Sheet OSSF Installer #: 0500 31132 2nd Inspection Date: 9/26/19 3rd Inspection Date: 1/2/12/19 Installer Name: DBM is Vachol 1st inspection Date: 9-16-19 Inspector Name: Mile T. Inspector Name: Mike T. Inspector Name: Commen Address: 321 Canvan Soning Dr. / Comon Sonings Result 108893 Permit#: g/20/12/12/12/ Sing) Not covered on sod - 9/26/19 S.BOOM (BIA)(W) 285.30(b)(1)(A)(8) DES. JOILHAN(II) 285.30(b)(1)(A)(1) 285.91(10) 285.30(b)(4) 285.31(d) SEWER PIPE Proper Type Pipe from Structure to Disposal System 285.32(a)(1) Cast iron, Ductile iron, Sch. 40, SDR 26) SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per 285.32(a)(3) Foot SEWER PIPE Two Way Sanitary -Type Cleanout Property Installed (Add. C/O Every 100' &/or 90 285.32(a)(5) degree bends) PRETREATMENT Installed (If 285 32(b)(1)(G)285.32(b)(1 wired) TCEO Approved List TREATBARDIT Septic Tank(s) KENIR) Ment Minimum Requirements 285.32(b)(1)(EXW) 285.32(b)(1)(F) 285.32(b)(1)(B) 2#5,32(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)(W)(N) 285.32(b)(1)(E)() 285.32(b)(1)(E)(#)(!) PRETREATMENT Grease 285.34(d) Interceptors if required for tomb set level no leaks operational cover all MT-9/26/19 MT-12/12/19 wot covered Covered Covered & Sod commercial Yet.

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SEPTE TANK Tank(s) Clearly Manhad SEPTIC TANK If		285.32(b)(1)(E) 285.91(2)			
SingleTank, 2		285.32(b)(1)(F)			
Compartments Provided with Baffle SEPTIC TANK Inlet Flowline		285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(ii)			
Greater than		285.32(b)(1)(E)(ii)(l)			
3" and " T " Provided on inlet and		285.32(b)(1)(E)(i)			
Outlet		285.32(b)(1)(D)			
SEPTIC TANK Septic Tank(s) Meet		285.32(b)(1)(C)(ii)			
Minimum Requirements		285.32(b)(1)(C)(i)			
		285.32(b)(1)(B)			
		285.32(b)(1)(A) 285.32(b)(1)(E)(iv)			
		203,32(U)(1)(1)(1)(1)			
ALL TANKS Installed on 4" Sand	+				
Cushion/ Proper Backfill Used		285.32(b)(1)(F)			2/12
		285.32(b)(1)(G)			10/10
	ł	285.34(b)			
SEPTIC TANK Inspection / Clean	+				
Out Port & Risers Provided on					
Tanks Burled Greater than 12"		285.38(d)			
Sealed and Capped					
SEPTIC TANK Secondary restraint					
system provided	1				
SEPTIC TANK Riser permanently	l				
fastened to lid or cast into tank	1				
SEPTIC TANK Riser cap protected		285.38(d)		1 :	
against unauthorized intrusions		285. 38 (e)			
CERTIC TANK To the Maluma				1	1
SEPTIC TANK Tank Volume					
PUMP TANK Volume Installed					
	2 A 339				1 13
AEROBIC TREATMENT UNIT Size	1				1 75
	- -			IT	1 19
			1 1 2 200		1
AERODIC TREATMENT UNIT	1		Travetta B-550		
Manufacturer AEROBIC TREATMENT UNIT				1	
Model					
Kinghor .					
DISPOSAL SYSTEM Absorptive	1	285.55(8)(4)		1	
In the Annual of the state of the second sec		285.33(a)(1)			
		285.33(a)(2)			
6		285.33(a)(3)			
DISPOSAL SYSTEM Leaching		285.33(a)(1) 285.33(a)(3)			
Chamber		285.33(a)(4)			
		285.33(a)(4) 285.33(a)(2)			
7					
DISPOSAL SYSTEM Evapo-		285.33(a)(4)			
transpirative	l	285.33(a)(1)			
1	1	285.33(a)(2)		1	1

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All and a second se		1						/		
19	DISPOSAL SYSTEM Soil						1			
	Substitution		285.33(d)(4)				i			
21	COROCAL SYSTEM Prompted		285,33(a)(3) 285,33(a)(1) 285,33(a)(2)							
	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)							
22	LENGTH STOLEN		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)							
23	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)							
	DRAINFELD Absorptive Dreinline 3° PVC or 4° PVC									
26	DRAINFIELD Area Installed						T			
	DEANNFELD Lovel to within 1 Inch per 25 feet and within 3 tockes over entire escavellon		285.33(b)(1)(A)(v)							
27	DRAINFIELD Excension Width DRAINFIELD Excension Depth DBANFIELD Excension Separation DRAINFIELD Depth of Porcus Media DRAINFIELD Type of Porcus Media									
								i se		
28	DRAINFIELD Pipe and Gravel - Geotentile Fabric In Place		285.33(b)(1)(E)							
	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)	in an						
30	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)							

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stold)				Notes	ist ings.		h.
	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes					2nd lung.	
	CONECTIVELIENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less is an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D)		1 I I I I I I I I I I I I I I I I I I I		
	Depth of 18 inches to 3 ft. & Vertical Separation of 18 on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(F)		An of the second se		
32	And Andrewson Contracts And Angel and Angel Ang	/	25.31(4.1)		1		2/12/19
1	ABRONC TREATMENT UNIT Insuction/Claux Out Port & Name Provided AEROBIC TREATMENT UNIT	1					
	Secondary restraint system provided AENODIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank	1			Ł		
34	AERORIC TREATMENT UNIT River cap protected against winathorized intrusions AERORIC TREATMENT UNIT						
35	Chlorisator Properly Installed with Orionice Tublets in Flace. 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				na namma na manana na	~	
36	High Water Alarm Installed on Separate Circuit From Pump PUMP TANK Inspection/Clean Out Port & Risers Provided			1997 Marina (1997) - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 - 1997 -	 		
	PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank						
37	PUMP TANK Riser cap protected against unauthorized intrusions PUMP TANK Secondary restraint						
39	system provided PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	/			 /		

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9	Court court court Purph?		Clation 285.33(cl)(2)(G)(W)(H)285.3 3(cl)(2)(G)(W)(M)285.33(cl)(285.33(cl)(2)(G)(W) 285.33(cl)(2)(G)(W) 285.33(cl)(2)(G)(W) 285.33(cl)(2)(G)(W)(H) 285.33(cl)(2)(G)(W)(H)			re/iz/19
41	And a second sec		285.33(d)(2)(G)(I) 285.33(d)(2)(A) 285.33(d)(2)(F)			
l z	APPLICATION AREA area Installed	1		paplan	1	
43	Reserve Capacity Requirements				-	
4	PUMP TANK Material Type & Manufacturer					
45	PUMP TANK Type/Size of Pump Installed					

		AND THE REPORT OF	nvironmental Healt pection Sheet	h			
Installer Name: DOMIS V 1st Inspection Date: 9-16-	acho	n an	OSSF Installer #: 05003 e: 9/26/19 3rd In	1132 spection Da	ite:	221:	4 (10,
Inspector Name: Commer Permitti: 108893		Inspector Name:		spector Na	-	11	anit of
Permit#: 0804 3	Anwser	Citations	Address: 32 (anyon S	pnys	Ist map.	Carton S	3rd finas.
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials		285.33(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i) 285.30(b)(1)(A)(i)	Not Covered or sod - 9/26/19		A and a second	4/26/19	
STE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	.	285.91(10) 285.30(b)(4) 285.31(d)					
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	/	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)	· · · ·		/		
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	/	285.32(a)(5)			/		
PRETREATMENT Installed (if	_	and the second sec	and a standard and a		1		
PRETREATMENT Installed (IT 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)(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)					
PRETREATMENT Grease Interceptors if required for commercial		285.34(d)					

MT-9/26/19 wot covered or sod owfield Yet.

10	Description	Arrestor	Citations	Notes	Lit 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) 285.32(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)(ii) 285.32(b)(1)(E)(ii) 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	/	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)				
10	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						
	PUMP TANK Volume Installed						
13	AEROBIC TREATMENT UNIT Size	1			1		
14	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	/		nuveter B-550	-		
	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(2)				
16	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(3) 285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
17	DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

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	DISPOSAL SYSTEM Drip Irrigation	285.33(C)(3)(A)-(F)			
9				1	
	DISPOSAL SYSTEM Soil Substitution	285.33(d)(4)			
	DISPOSAL SYSTEM Pumped Effluent	285.33(a)(3) 285.33(a)(1) 285.33(a)(2)			
	DISPOSAL SYSTEM Gravelless Pipe	285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)			
2	DISPOSAL SYSTEM Mound	285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(2) 285.33(a)(4)			
13	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				
	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation	285.33(b)(1)(A)(v)			
17	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media				
28	DRAINFIELD Pipe and Gravel -				
29	Geotextile Fabric in Place	285.33(b)(1)(E)		je na se	8
	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)			
30	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches	285.33(d)(1)(C)(i)			

to. Description	Anwser	Citations	Notes	at Imp.	2nd Insp. See tags
EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) S 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)			
AEROBIC TREATMENT UNIT IS Aerobic Unit Installed According to Approved Guidelines.	1	285.32(c)(1)		-	
AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	1/1/			1111	
AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.					4 - 44 - 92 - 92 - 92 - 92 - 92 - 92 - 92 - 92
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 36 Separate Circuit From Pump PUMP TANK Inspection/Clean Out Port & Risers Provided				-	
PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions					
PUMP TANK Secondary restraint 38 system provided		•			
PUMP TANK Electrical Connections in Approved Junction 39 Boxes / Wiring Buried	1			1	

No.	Description	Amuser	Citations	Notes		1st Insp.	2nd imp.	3rd lings.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(III)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)(iii)(I) 285.33(d)(2)(G)(iii)(I)					
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)					
41	APPLICATION AREA Area Installed	*		Da Alam	a ^b	1		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements			/ /				
44	PUMP TANK Material Type & Manufacturer							
45	PUMP TANK Type/Size of Pump Installed							

		Comal County E OSSF Ins	Environmen spection She		lth			
Installer Name: Dannis V	achi		OSSF Installer #:	ason	31132			
1st Inspection Date: 9-16-	.19	2nd Inspection Da		1	Inspection Da	ite:		
Inspector Name:		Inspector Name:			Inspector Na	me:		
10080.2			Address: 32	CONTRA	Sprivos	Dr	(Conton S	Springs R
Permit#: 00005	Anwser	Citations	the second se	lotes	shinds	1st Insp.	2nd Insp.	3rd Insp.
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)(ii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)				-		
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	/	285.91(10) 285.30(b)(4) 285.31(d)				/		
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	/	285.32(a)(1)				/		
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	/	285.32(a)(3)		-		/		
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	/	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)(C) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I)						
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 SirigleTank, 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)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii)				
	A L. TANK'S Installed on 4" Sand Cushion/ Proper Backfill Used	/	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)				
2	SEPTIC TANK Tank Volume Installed						1.346
	PUMP TANK Volume Installed						
3	AEROBIC TREATMENT UNIT Size Installed	1					
4	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number			numetin B-550			
.5	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(2)				-
.6	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(3) 285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)	· · ·			
17	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.
	DISPOSAL SYSTEM Drip Irrigation	1	285.33(c)(3)(A)-(F)				
19	DISPOSAL SYSTEM Soil						N.C.S.
0	Substitution		285.33(d)(4)				
	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
2	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
23	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
27	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
28							
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
	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)				
30							
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

No.	Description	Anwser	Citations	Notes	1st insp.	2nd Insp.	3rd Insp.
	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
	AEROBIC TREATMENT UNIT is Aerobic Unit Installed According to Approved Guidelines.	/	285.32(c)(1)		-		
	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	1111			1111		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
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 PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
37	PUMP TANK Secondary restraint system provided PUMP TANK Electrical						
39	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)(i) 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	APPLICATION AREA Area Installed	/		pa plan	/		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements			p pa			
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:	108893
Issued This Date:	03/29/2019
This permit is hereby given to:	Chad & Erica Rutten

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

321 CANYON SPRINGS DR CANYON LAKE, TX 78133

Subdivision:	Canyon Springs Resort
Unit:	3A
Lot:	63
Block:	61
Acreage:	

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic Drip 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

items Date Received	initials
RE	CEIVED
Permit Number MAR	2 0 2019
COUNTYE	

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.

Kequired Permit Fee

X Copy of Recorded Deed

X Surface Application/Aerobic Treatment System

X Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

X 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)

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

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

Date M	larch 6, 2019		Permit # 108893			
Owner Name	CHAD & ERICA RUTTEN	Agent Name	GREG W. JOHNSON, P.E.			
Mailing Address	PO BOX 1554	Agent Address	170 HOLLOW OAK			
City, State, Zip	CANYON LAKE TEXAS 78133	City, State, Zip	NEW BRAUNFELS, TX 78132			
Phone#	830-302-8539	Phone #	(830) 905-2778			
Email	chad@havenbrooktx.com	Email	gregjohnsonpe@yahoo.com			
All correspondenc	e should be sent to: 🗌 Owner 🛛 Agent	Both	Method: 🗌 Mail 🔀 Email			
Subdivision Name	CANYON SPRINGS RESORT Unit/Pha	se/Section 3A	Lot 63 Block 61			
Acreage/Legal						
Street Name/Add	ress 321 CANYON SPRINGS DRIVE	City C	ANYON LAKE Zip 78133			
			RECEIVED			
Type of Develop	ment:					
Single Family	Residential		MAR 20 2019			
Type of Co	nstruction (House, Mobile, RV, Etc.)	HOUSE	COUNTYEN			
Number of	Bedrooms 3		COUNT			
Indicate Sq	Ft of Living Area 1314					
Commercial or Institutional Facility (Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area) Type of Facility Offices, Factories, Churches, Schools, Parks, Etc Indicate Number Of Occupants Restaurants, Lounges, Theaters - Indicate Number of Seats Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds Travel Trailer/RV Parks - Indicate Number of Spaces						
Miscellaned Estimated Cost o		ure Only)				
Is any portion of t	the proposed OSSF located in the United Sta (if yes, owner must provide approval from USACE for	tes Army Corps of				
Source of Water	Public Private Well					
	Devices Being Utilized Within the Residence	e? 🛛 Yes 🗌 N	0			
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.						
	Luni	03/15	(19			
Signature of Owner		Date	Page I of 2			

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

Revised July 2018

CANYON SPRINGS RESORT, UNIT 3A, BLOCK 61, LOT 63

Revised July 2018

* * * 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 I	Evaluation as Required Comple	ted By <u>GREG</u>	W. JOHNSON, P.E.	
System Description	PROPRIETARY;	AEROBIC TRI	EATMENT AND DRIP TUB	ING
Size of Septic System Requ	uired Based on Planning Mater	ials & Soil Evalu	ation	
Tank Size(s) (Gallons)	NUWATER B-550-PC	_Absorption/Ap	plication Area (Sq Ft)	2000
Gallons Per Day (As Per T (Sites generating more than 5	CEQ Table III) 240 000 gallons per day are required t	o obtain a permit	through TCEQ)	
	r the Edwards Recharge Zone? must be completed by a Registere			Ξ.))
Is there an existing TCEQ a	approved WPAP for the propert	y? 🗌 Yes 🛛	No	
(if yes, the R. S. or P. E. shall	certify that the OSSF design comp	lies with all provisi	ons of the existing WPAP.)	
(If yes, the R.S. or P. E. shall	P, does the proposed developr certify that the OSSF design will co d OSSF until the proposed WPAP	omply with all prov	visions of the proposed WPAP.	A Permit to Construct will
	r the Edwards Contributing Zon] No	
Is there an existing TCEQ a	approval CZP for the property?	Yes X	٥V	
(if yes, the P.E. or R.S. shall of	certify that the OSSF design compl	ies with all provisi	ons of the existing CZP)	
(if yes, the P.E. or R.S. shall o	does the proposed developme ertify that the OSSF design will cor ed OSSF until the CZP has been	mply with all provs	ions of the proposed CZP. A Pe	
Is this property within a	an incorporated city? 🗌 Ye	es 🛛 No	TE OF TEL	25.
If yes, indicate the city			GREG W. JOHNSC [*] [*] [*] [*] [*] [*] [*] [*]	RM #2585
	ertify that: ove is true and correct to the best o online posting/public release of my o		sociated with this permit applicat March 8, 2019	tion, as applicable
Signature of Designer		Date		Page 2 of 2

195 David Jonas Dr., New Braunfels, Texas 78132-3760 (\$30) 608-2090 Fax (830) 608-2078

AFFIDAVIT



SURVEY

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.

T

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 RECEIVED 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 MAR 2 0 2019 by the commission that the appropriate OSSF was installed.

II

COUNTY ENGINEER 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):

3A	UNIT PHASE/SECTION	61	BLOCK	63	_LOT	CANYON SPRINGS RESORT	SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE

CHAD RUTTEN & ERICA RUTTEN The property is owned by (insert owner's full name):

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	DAY OF	MARCIX	,20_	19
--	--------------------	---------	--------	--------	------	----

Owner(s) signature(s)	CHAD RUTTEN Owner (s) Printed name (s)
CHAD RUTTEN	SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 15 DAY OF
Notary Public Signature	Filed and Recorded Official Public Records Bobbie Koepp, County Clerk
GREG W. JOHNSON Notery Public, State of Texas Comm. Expires 05-17-2022 Notary ID 124218310	Comal County, Texas 03/20/2019 01:12:33 PM TERRI 1 Page(s) 201906009325
(Notary Seal Here)	Arthie Karon

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

MAR **20** 2019

COMAL		-013
Regulatory Authority COMAL	Permit/License Number	
Block Creek Aerobic Services, LLC	Customer CHAD RUTTEN & ERICA RUTTEN	OUNTY ENGINEER
444 A Old Hwy #9	Site Address 321 CANYON SPRINGS DRIVE	ENGINEE
Comfort, TX 78013	City CANYON LAKE, TX Zip 78133	- WEER
Off. (830) 995-3189	Mailing Address P.O. BOX 1554, CANYON LAKE, TX	<u>7</u> 8133
Fax. (830) 995-4051	County COMAL Map #355 E5	
	Phone 830-302-8539	
2 YEAR CONTRACT	Email chad@havenbooktx.com	
2 YEAR WARRANTY ON PARTS AND LABOR		
	O I HT I CANVON CODINCE DECORT UNIT	24

Subd/Legal: CANYON SPRINGS RESORT, UNIT 3A, BLOCK 61, LOT 63

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between CHAD RUTTEN & ERICA RUTTEN (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date:

This Agreement commences on	LIO	and ends on	
for a total of two (2) years (initial agreement) or or	ne (1) year (thereafter). If this is an initial agreement	(new installation), the
Customer shall notify the Contractor within two	o (2) business days	of the system's first use to	establish the date of
commencement. If no notification is received by C	Contractor within nine	ty (90) day::s after completion of	of installation or where
county authority mandates, the date of commencem	ent will be the date th	e "License to operate" (Notice o	f Approval) was issued
by the permitting authority. This agreement may of	or may not commence	e at the same time as any warra	inty period of installed
equipment, but in no case shall it extend the specifie	d warranty.		

III. Termination of Agreement:

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall not by in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

IV. Services:

Contractor will:

a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, inds safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.

b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.

c. Repair or replace, if Contractor has the necessary materals at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system with in two (2) business days after said notification.

d. Provide sample collection and laboratory testing of TS5 and BOD on a yearly basis (commercial systems only).

e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.

f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

RS

Customer's Initials

Contractor's Initials

V. Disinfection:

RECEIVED MAR 20 2019 any COUNTY ENGINEER required. The responsibility to maintain the disinfection device(s) and provide any ✓ Not required; necessary chemicals is that of the Customer.

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

Commencement of performance by Contractor under this Agreement is contingent on the following conditions: a. If this is an initial Agreement (new installation):

I. Contractor's receipt of a fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.

If the above conditions are not met, Contractor is not obligated to perform any portion of this Agreement.

VIII. Customer's Responsibilities:

The customer is responsible for each and all of the following:

a. Provide all necessary yard or lawn maintenance and removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.

b. Protect equipment from physical damage including but not limited to that damage caused by insects.

c. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for and OSSF from the State and/or local regulatory agency, whichever requirements are more stringent, as well as the proprietary system's manufacturer recommendations.

d. Notify Contactor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

e. Provide, upon request by Contractor, water usage records for the OSSF so that the Contractor can perform a proper evaluation of the performance of the OSSF.

f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.

g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.

h. Prevent the condensation from air conditioning or reirigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.

i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contactor, at Customer's expense.

i. Maintain site drainage to prevent adverse effects on the OSSF.

k. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

IX. Access by Contractor:

Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and the proprietary system manufacturer. It is Customers responsibility to keep lids exposed and accessible at all times.

X. Limit of Liability:

Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

XI. Indemnification:

Customer (whether one or more) shall and does hereby agree to indemnify, hold harmless and defend Contractor and each of its successors, assigns, heirs, legal representatives, devisees, employees, agents and/or counsel (collectively "Indemnitees") from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, fines, judgments and other expenses (including, but not limited to, attorneys' fees and expenses and costs of investigation), of any kind, nature or description, (hereinafter collectively referred to as "Liabilities") arising out of, caused by, or resulting, in whole or in part, from this Agreement.



BS

Customer's Initials

Contractor's Initials

THIS INDEMNITIFCATION APPLIES EVEN IF SUCH LIABILITIES ARE CAUSED BY THE CONCURPTOR FRANCE ON BY THE STRICT LIABILITY OF ANY INDEMNITEE.

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to Indemnitees with respect to all rights Indemnitees may have against third parties with respect to matters as to which Customer provides indemnity and/or defense to Indemnitees. No Indemnification is provided to Indemnitees when the liability or loss results from (1) the sole responsibility of such Indemnitee; or, (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees of and from any action that is subject to this Indemnification provision. Indemnitees hereby covenant not to compromise or settle any claim or cause of action for which Customer has provided Indemnification without the consent of Customer.

XII. Severability:

If any provision of the "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the "Agreement" is invalid or unenforceable, but that 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.

XIII. Fee for Services:

The Fee for Services does not include any fees for equipment, material, labor necessary for non-warranty repairs, unscheduled inspections, or Customer requested visits to the site.

XIV. Payment:

Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 return check fee.

XV. Application or Transfer of payment:

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Magreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section IV.

XVI. Entire Agreement:

This agreement contains the entire Agreement of the parties, and there are no other conditions in any other agreement, oral or written.

unto Sidensticks

Block Creek Aerobic Services, LLC, Contractor MC# 0000042 and MC#0000002

unu Customer Signature Date

R



RECEIVED

Customer's Initials

Contractor's Initials

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: March 07, 2019

Site Location: CANYON SPRINGS RESORT, UNIT 3A, BLOCK 61, LOT 63

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.

	Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 1 2 3	8"	ш	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 8"	BROWN
4							

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

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

03/07/19

Date

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MAR 2 0 2019

COUNTY ENGINEER

OSSF SOIL EVALUATION REPORT INFORMATION

Site Evaluator Information: Applicant Information: Name: CHAD & ERICA RUTTEN Name: Greg W. Johnson, P.E., R.S, S.E. 11561 P.O. BOX 1554 Address: 170 Hollow Oak Address: City: **CANYON LAKE** TEXAS City: New Braunfels State: State: Texas Zip Code: 78133 Phone: (830) 302-8539 Zip Code: 78132 Phone & Fax (830)905-2778 **Property Location: Installer Information:** Lot 63 Unit 3A Blk 61 Subd. CANYON SPRINGS RESORT Street Address: 321 CANYON SPRINGS DRIVE **CANYON LAKE** Zip Code: 78133 City: Additional Info.:

Topography: Slope within proposed disposal area:	4 %	
Presence of 100 yr. Flood Zone:	YES	NO X
Existing or proposed water well in nearby area.	YES	NO X
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

Date: March 08, 2019

State:
Phone

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MAR 2 0 2019

COUNTY ENGINEER

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. 67587 - S.E. 11561



FIRM #2585

DRIP TUBING SYSTEM DESIGNED FOR: CHAD & ERICA RUTTEN P.O. BOX 1554 CANYON LAKE, TX 78133

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MAR 20 2019

COUNTY ENGINEER

SITE DESCRIPTION:

Located in Canyon Springs Resort, Unit 3A, Block 61, Lot 63, at 321 Canyon Springs Drive, the proposed system will serve a three bedroom residence (1314sf.) situated in an area with Type-III soil as described in the Soil Evaluation Report. An aerobic treatment plant utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROPOSED SYSTEM:

A 3-inch SCH-40 pipe discharges from the residence into a NuWater B-550-400PT 600gpd aerobic plant containing a 353-gallon pretreatment tank, an aerobic treatment plant, and a 768-gallon pump chamber containing a submersible (Franklin C1 20XC1-05P4-W115) well pump. The well pump is activated by a time controller allowing the distribution ten times per day with an 8 minute run time with float setting at 240 gallons. A high level audible and visual alarm will activate should the pump fail. Distribution is through a self flushing 100 micron disc filter (Arkal) then through a 1" SCH-40 manifold to a 2000sf. drip tubing field, with Netifim Bioline drip lines set approximately two feet apart with 0.61 gph emitters set every two feet, as per the attached schematic. A pressure regulator PMR-MF 30psi installed in the pump tank on the manifold to the field will maintain pressure at 30 psi. A 1" SCH-40 return line is installed to continuously flush the system by cycling a 1" ball valve. Solids caught in the disc filter are flushed each cycle back to the trash tank. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Field area will be scarified and built up with ~4" of Type II or Type III soil, then the drip tubing will be laid and capped with ~6" of Type II or Type III soil (NOT SAND). The field area will be sodded with grass prior to system startup. Tank must have at grade risers on each opening with watertight caps that must be at least 65# or have a padlock or can only be removed with tools. A secondary plug, cap, or suitable restraint must be provided below riser cap to prevent tank entry should the cap be damaged or removed, in compliance with Chapter §285.38.

DESIGN SPECIFICATIONS:

Daily waste flow: 240 GPD Table III Pretreatment tank size: 768 Gal Plant Size: NuWater B-550-400PT 600gpd (TCEQ Approved) Pump tank size: 768 Gal

Reserve capacity after High Level: 80 Gal (>1/3 day Red Application Rate: Ra = 0.2 gal/sf Total absorption area: Q/Ra = 240 GPD/0.20 = 1200 sf. Total linear feet drip tubing: 1000' <i>Netifim Bioline</i> drip Pump requirement: 500 emitters @ .61 gph @ 30 psi = Pump Requirement (cont.): Franklin C1 20XC1-05P4-W volume: 50-70 gal. Pump Tank Calculations: 768 Gal (14.5 gal/in.) Volume below working level = 12"= 218 gal Working level = 240 gal = 17" Reserve Requirement = >1/3 day = 80 gal. = 16"	(Actual 2000 sf.) tubing .61 GPH 5.083gpm 115 submersible well pump Dosing
MINIMUM SCOUR VELOCITY (MSV) > 2 FPS	RECEIVED
IN DRIP TUBING W/ NOM. DIA. 0.55" ID	
$MSV = 2$ FPS ($\Pi d^{\dagger} 2$)/4*7.48 gal/cf*60 sec/min	MAR 20 2019
$MSV = 2(3.14159((.55/12)^{12})/4)*7.48*60$	
MSV = 1.5 gpm MIN FLOW RATE x 3 = 4.5 g	pm COUNTY ENGINEER
IN RETURN MANIFOLD W/ NOM. DIA 1.049" ID MSV = 2 FPS (Пd†2)/4*7.48 gal/cf*60 sec/min MSV = 2(3.14159((1.049/12)†2)/4)*7.48*60	

PIPE AND FITTINGS:

MSV = 5.4 GPM

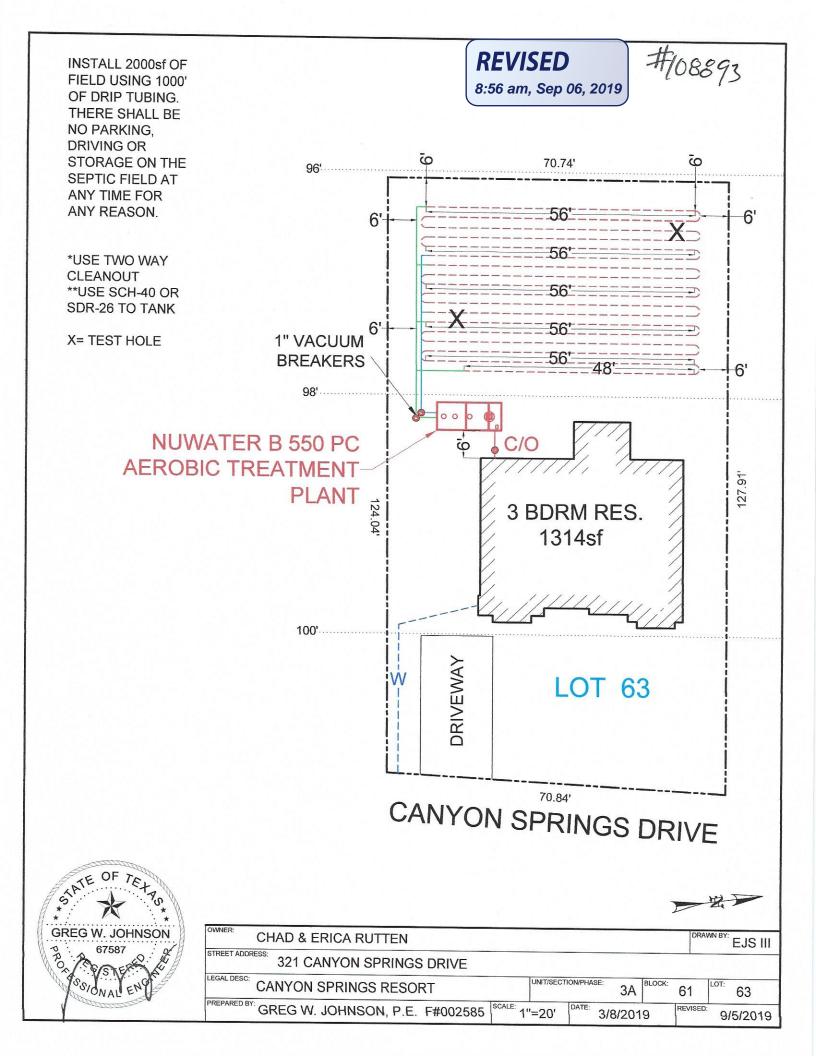
All pipes and fittings in this drip tubing system shall be 1" schedule 40 PVC. All joints shall be sealed with approved solvent-type PVC cement. Clipper type cutters are recommended to prevent PVC burrs during cutting of pipes causing possible plugging. Drip tubing 0.61 gph drip tubing to be used in field.

Designed in accordance with Chapter 285, Subchapter D, §285.30 and §285.40 Texas Commission on Environmental Quality (Effective December 29, 2016)

03/8/19

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





Arkal 1" Super Filter

Catalog No. 1102 0___

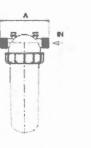
Features

- A "T" shaped filter with two 1" male threads.
- + A "T" volume filter for in-line installation on 1" pipelines.
- The filter prevents clogging due to its enlarged filtering area that collects sediments and particles.
- Manufactured entirely from fiber reinforced plastic.
- A cylindrical column of grooved discs constitutes the filter element.
- Spring keeps the discs compressed.
- Screw-on filter cover.
- · Filter discs are available in various filtration grades.

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Technical Data

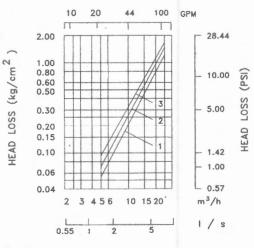
	1" BSPT (male)	1" NPT (male)	
Inlet/outlet diameter	25.0 mm - nominal diameter		
	33.6 mm - pipe diameter (O. D.)		
Maximum pressure	10 atm	145 psi	
Maximum flow rate	8 m ³ /h (1.7 l/sec)	35 gpm	
General filtration area	500 cm ²	77.5 in ²	
Filtration volume	600 cm ³	37 in ³	
Filter length L	340 mm	13 13/32"	
Filter width W	130 mm	5 3/32"	
Distance between end connections A	158 mm	6 7/32"	
Weight	1.420 kg	3.13 lbs.	
Maximum temperature	70° C	158 °F	
pH	5-11	5-11	





Filtration Grades

Blue	(400 micron / 40 mesh)
Yellow	(200 micron / 80 mesh)
Red	(130 micron / 120 mesh)
Black	(100 micron /140 mesh)
Green	(55 micron)



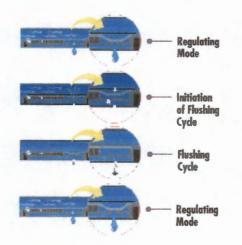
Head Loss Chart

Disc filter, irrigation systems, irrigationglobal.com

NETAFIM"

Bioline® Dripperline

Pressure Compensating Dripperline for Wastewater



BioLine's Self-Cleaning. Pressure Compensating Dripper is a fully selfcontained unit molded to the interior wall of the dripper tubing.

As shown at left, BioLine is continuously self-cleaning during operation, not just at the beginning and end of a cycle. The result is dependable, clog free operation, year after year.



Product Advantages

The Proven Performer

- Tens of millions of feet used in wastewater today.
- · Bioline is permitted in every state allowing drip disposal.
- · Backed by the largest, most quality-driven manufacturer of drip products in the U.S.
- · Preferred choice of major wastewater designers and regulators.
- Proven track record of success for many years of hard use in wastewater applications.

Quality Manufacturing with Specifications Designed to Meet Your Needs

- Pressure compensating drippers assure the highest application uniformity even on sloped or rolling. terrain.
- · Excellent uniformity with runs of 400 feet or more reducing installation costs.
- . Highest quality-control standards in the industry: Cv of 0.25 (coefficient of manufacturer's variation).
- A selection of flows and spacings to satisfy the designer's demand for almost any application rate.

Long-Term Reliability

- · Protection against plugging:
 - Dripper inlet raised 0.27" above wall of tubing to prevent sediment from entering dripper.
 - Drippers impregnated with Vinyzene to prevent buildup of microbial slime.
 - Unique self-flushing mechanism passes small particles before they can build up.

Root Safe

- A physical barrier on each BioLine dripper helps prevent root intrusion.
- · Protection never wears out never depletes releases nothing to the environment.
- · Working reliably for up to 15 years in subsurface wastewater installations.
- · Additional security of chemical root inhibition with Techfilter supplies Trifluralin to the entire system, effectively inhibiting root growth to the dripper outlets.



Applications

- · For domestic strength wastewater disposal.
- Installed following a treatment process.
- · Can be successfully used on straight septic effluent with proper design, filtration and operation.
- Suitable for reuse applications using municipally treated effluent designated for irrigation water.

Specifications

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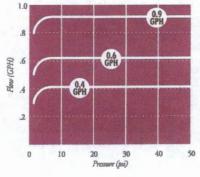
Wall thickness (mil): 45* Nominal flow rates (GPH): .4, .6, .9* MAR 2 0 2019 Common spacings: 12", 18", 24"*

Recommended filtration: 120 mesh COUNTY ENGINEER

Color: Purple tubing indicates non-potable source

*Additional flows, spacings, and pipe sizes available by request. Please contact Netafim USA Customer Service for details

BIOLINE Flow Rate vs. Pressure





NETAFIM USA 5470 E. Home Ave. • Fresno, CA 93727 888.638.2346 • 559.453.6800 FAX 800.695.4753 www.netafimusa.com



Grass Section of Bioline Dripperline

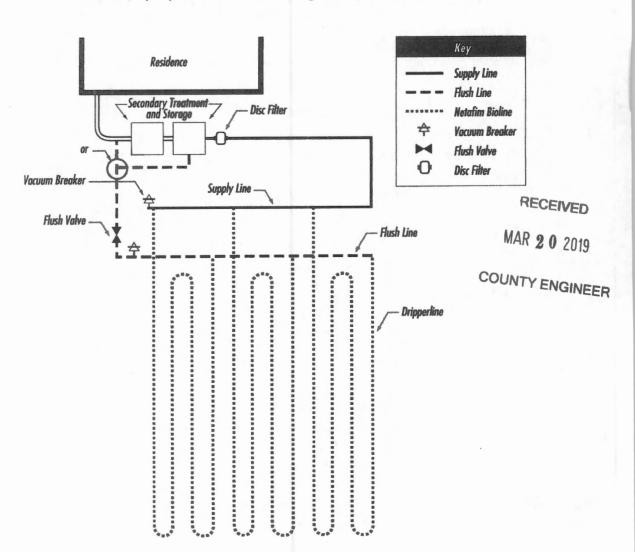
NETAFIM WASTEWATER DISPERSAL SYSTEM DESIGN GUIDE

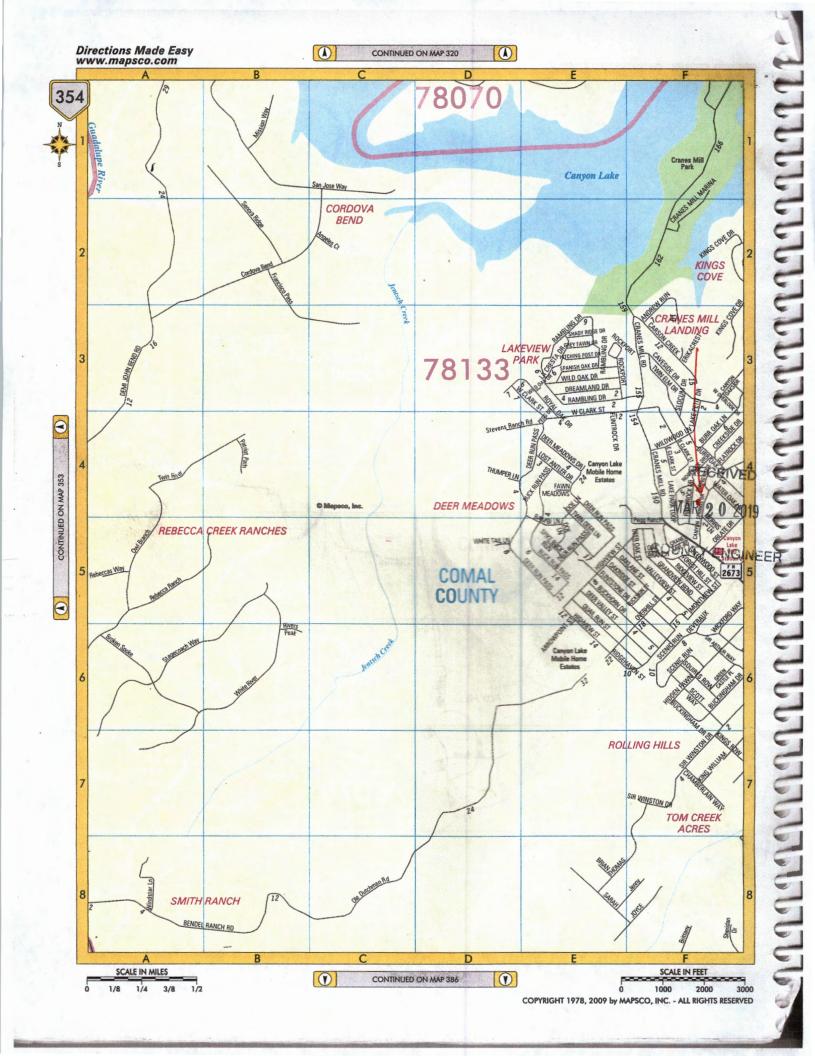
SAMPLE

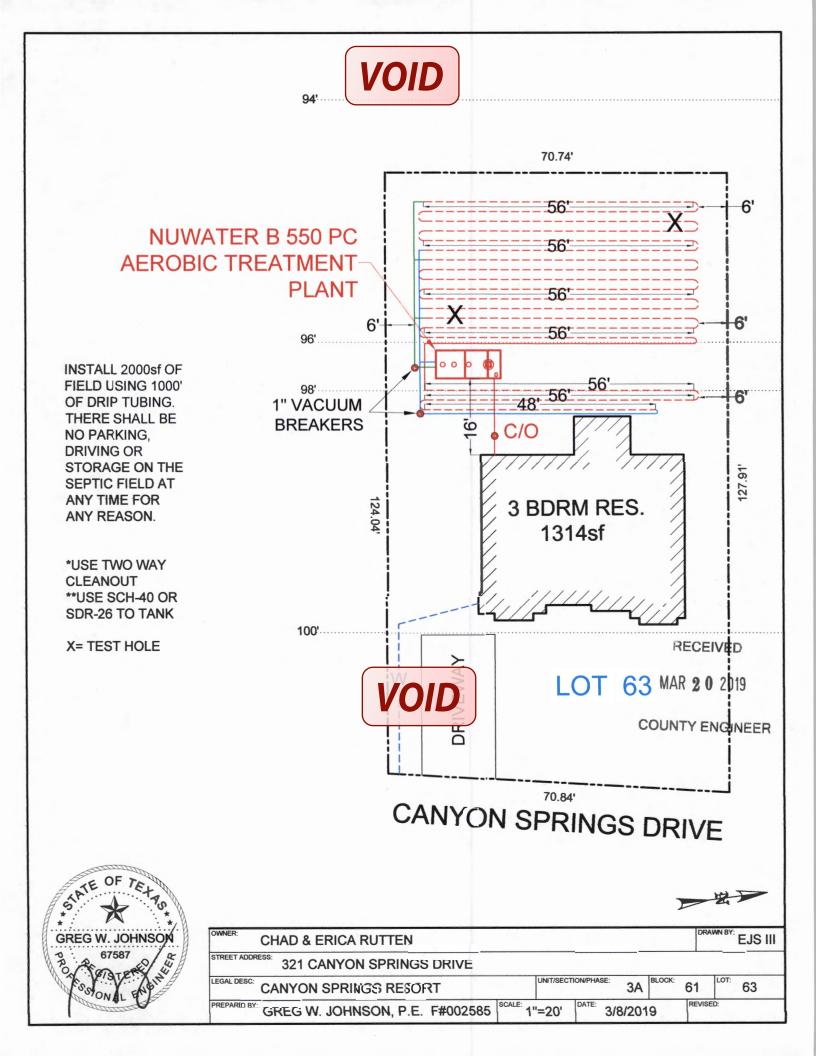
SINGLE TRENCH LAYOUT

Rectangular field with supply and flush manifold on same side and in same trench;

- · Locate supply and flush manifold in same trench
- · Dripperlines are looped at the end opposite the supply and flush manifolds
- The longest Bioline length should not exceed 400 ft. Drip fields 200 ft. in length might loop the
 Bioline once; drip dispersal fields under 100 ft. might be looped twice, as illustrated







12 com RSA

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:

YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

THE STATE OF TEXAS COUNTY OF COMAL

KNOW ALL MEN BY THESE PRESENTS:

THAT LANDSACKK INVESTMENTS, LLC, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good

§

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and valuable consideration in hand paid by CHAD RUTTEN and wife, ERICA RUTTEN,

hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT,

SELL and CONVEY unto the said Grantee the following described property situated in

Comal County, Texas, to-wit:

Lot 63, Block 61 of CANYON SPRINGS RESORT, UNIT NO. 3-A, a subdivision in Cornal County, Texas, according to the plat recorded in Volume 2, Page 6, of the Map and Plat Records, (Cornal 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.

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

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, executors, administrators, successors, or assigns forever.

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Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof. MAR 2 0 2019

DATED this the 23 day of July, 2018.

LANDSACKK INVESTMENTS, LLC

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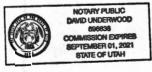
COUNTY ENGINEER

SHAUN STEVENS, Member

STATE OF Utuh, COUNTY OF Washington

This instrument was acknowledged before me on this the 27' day of July, 2018, by SHAUN STEVENS, Member of LANDSACKK INVESTMENTS, LLC.

Notary Public, State of UTul



GRANTEE'S MAILING ADDRESS:

TX 78133

9075d.deeds Trinity Title Co. (RS) GF #5912NB

Filed and Recorded **Official Public Records** Bobbie Koepp, County Clerk **Comal County, Texas** 07/25/2018 08:34:20 AM LAURA 2 Pages(s) 20180602:8909

Babbie Koepp

Block Creek Concrete Products, LLC 444 A Old Hwy No 9 Comfort, TX 78013	
	Phone: (830) 995-3189 Fax: (830) 995-4051
To: Chad & Erica Rutten PO Box 1554 Canyon Lake, TX 78133	Printed:4/9/2020 Site: 321 Canyon Springs Dr Canyon Lake, TX 78133 (830) 302-8539
Permit #: 108893 Agency: Comal County County: Comal Sub: Canyon Springs Resort Mfg / Brand: Advantage Wastewater LLC - Nu Water Treatment Type: Aerobic Without Chlorine Disposal: Drip Emitters GPS Co	Customer ID: 6839 Contract Dates: 12/12/2019 - 12/12/2021 Scheduled Date: 4/12/2020 Inspection 1 of 6 Installed: 8/26/2019 Warranty End: 8/26/2021 pordinates - Latitude: 29.868050 Longitude: -98.292720
Service Type: <u>Scheduled Inspection</u> Visit Date: <u>4/9/2020</u> Time In: <u>1115</u> Out: <u>1130</u> Method: <u>Grab</u> Technician: Alex Seidensticker Maint. Provider: Rudy Carson Aerators: <u>Operational</u> Sludge Levels Filters: <u>Operational</u> For Tank 1: <u>n/a</u> Irrigation Pumps: <u>Operational</u> For Tank 2: <u>n/a</u> Disinfection Device: <u>Operational</u> For Tank 3: <u>0</u> "	This counts as a type of "Scheduled Inspection" Entered By: <u>Alex Seidensticker</u> CFM: 2.5 CFM: 2.5
Tank Lid / Riser: Secured Electric Circuits: Operational Distribution System: Operational Sprayfield Veg: Operational Odor: Good	
Alarm: <u>Operational</u> PSI Pressure: 2.5 Comments - Technician Secured the Tank Lid and/or Riser prior to leaving location. Du recommended by TOWA Cleaned compressor filter. Drip filter already clear	
	Insp ID #:91829
Provider: Rudy Carson Technician:	Alex Seidensticker
	MP0001961 Expires: 9/30/2021
Rudy Carson	A.S

Phone: (830) 995-3189 Fax: (830) 995-4051

To: Chad & Erica Rutten PO Box 1554 Canyon Lake, TX 78133	Printed:8/7/2020 Site: 321 Canyon Springs Dr Canyon Lake, TX 78133 (830) 302-8539
Permit #: 108893 Agency: Comal County County: Comal Sub: Canyon Springs Resort Mfg / Brand: Advantage Wastewater LLC - Nu Water Treatment Type: Aerobic Without Chlorine Disposal: Drip Emitters GPS Coo	Customer ID: 6839 Contract Dates: 12/12/2019 - 12/12/2021 Scheduled Date: 8/12/2020 Inspection 2 of 6 Installed: 8/26/2019 Warranty End: 8/26/2021 ordinates - Latitude: 29.868050 Longitude: -98.292720
Service Type: Scheduled Inspection Visit Date: 8/7/2020 Time In: 125 Out: 150 Method: Grab Technician: Jose A Ortega Arators: Operational Sludge Levels Fitters: Operational For Tank 1: n/a For Tank 2: n/a Irrigation Pumps: Operational For Tank 3: 0"	This counts as a type of "Scheduled Inspection" Entered By: Jose A Ortega CFM: 2.6
Tank Lid / Riser: <u>Secured</u> Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>	
Alarm: <u>Operational</u> PSI Pressure: <u>2.6</u> Comments - Technician Secured the Tank Lid and/or Riser prior to leaving location n/a Opening the pump tank recommended by TOWA - Changed filter on compre recommend at least 2" of risers to be exposed. Risers can be added to raise lids to be propperly exposed cleaned drip filter, backflushed system set psi	ssor - To better service the septic system we lids or homeowner can do minor landscaping to allow
	Insp ID #:96779
Provider: Rudy Carson License #: MP0002036 All Carson Rudy Carson	Ocse A Ortega NT0001913 Expires: 7/31/2023

Phone: (830) 995-3189 Fax: (830) 995-4051

To: Chad & Erica Rutten PO Box 1554 Canyon Lake, TX 78133

Printed:12/8/2020 Site: 321 Canyon Springs Dr Canyon Lake, TX 78133 (830) 302-8539

					((830) 302-8538
Permit #: 108893			Customer	ID: 6839		
Agency: Comal County			Contract Dat	es: 12/12/20	19 - 12/12/202	1
	Sub: Canyon Springs Resort		Scheduled Da	ate: 12/12/202	20 I	nspection 3 of 6
Mfg / Brand: Advantage Wastewater LL	C - Nu Water				Installed	1: 8/26/2019
Treatment Type: Aerobic Without Chlorin					Warranty End	
Disposal: Drip Emitters		GPS Coordin) Longitude: -	
Service Type: Scheduled Ins	spection				e of "Schedule	
Visit Date: <u>12/8/2020</u>	Time In: <u>215</u>	Out: 235	Entere	ed By: Alex S	Seidensticke	r
Method: Grab						
Technician: Alex Seidensticker						
Maint. Provider: Rudy Carson						
Aerators: Operational	Sludge Levels					
Filters: Operational	For Tank 1: 3	0"				
Irrigation Pumps: Operational	For Tank 2: 1					
Disinfection Device: Operational	For Tank 3: <u>.(</u>	<u>)"</u>				
					CFM: <u>3.5</u>	
	Tank Lid / Riser:	Secured				
Electric Circuits: Operational						
Distribution System: Operational	Color:	Good				
Sprayfield Veg: Operational		Good				
Alarm: Operational	PSI Pressure:	3.5				
Comments					Service	e Completed
- Technician Secured the Tank Lid and large amount of sludge build up. There of your componets. PLEASE CALL THI	fore we suggest pumping,	the pretreatment	nt ONLY at t	his time. Th	****Your syst	tem has a
					Ir	nsp ID #:102690

Provider: Rudy Carson

Technician: Alex Seidensticker

License Info: MP0001961 Expires: 9/30/2021

AS

License Info: MP0002036 Expires:

\$ M

Rudy Carson

Phone: (830) 995-3189 Fax: (830) 995-4051

To:	Chad & Erica Rutten PO Box 1554 Canyon Lake, TX 78133				Printed:5/5/2021 Site: 321 Canyon Springs Dr Canyon Lake, TX 78133
					(830) 302-8539
De mait de	400002		Cu	stomer ID: 6839	
	108893 Comal County		Contr	ract Dates: 12/12/2019	9 - 12/12/2021
County	Comal / Brand: Advantage Wastewater	Sub: Canyon Springs Resort	Sched	luled Date: 4/12/2021	Inspection 4 of 6 Installed: 8/26/2019
Treatme	isposal: Drip Emitters		GPS Coordinates -		Warranty End: 8/26/2021 Longitude: -98.292720
Serv	ice Type: Scheduled I	nspection		This counts as a type	of "Scheduled Inspection"
	isit Date: 5/5/2021 Method: Grab	Time In: 1020	Out: <u>1040</u>	Entered By: Cody F	Ryan Jurgensen
	echnician: Cody Ryan Jurge	0000			
	t. Provider: Rudy Carson	113611			
	Aerators: Operational Filters: Operational	Sludge Levels For Tank 1: 6	241		
Irr	igation Pumps: Operational	For Tank 2:			
	fection Device: Operational	For Tank 3:			
			-		CFM: 3.0
		Tank Lid / Riser	: Secured		
E	lectric Circuits: Operational				
Distr	bution System: Operational	Color	: Good		
	Sprayfield Veg: Operational		: Good		
	Alarm: Operational	PSI Pressure	: <u>3.2</u>		
Comme	nts				Service Completed
	lician Secured the Tank Lid a lines - set to 24psi - Scum in				
Own	er signature:				Insp ID #:108541
Provid	er: Rudy Carson	T	echnician: Cody R	yan Joorgensen	
License	e#: MP0002036		License #: MT0001766	E	xpires: 9/30/2022
	1				$C \subset \mathcal{T}$
	Rost Anosa-				

Rady Carson

Phone: (830) 995-3189 Fax: (830) 995-4051

To: Chad & Erica Rutten Printed:8/9/2021 PO Box 1554 Site: 321 Canyon Springs Dr Canyon Lake, TX 78133 Canyon Lake, TX 78133 (830) 302-8539 Customer ID: 6839 Permit #: 108893 Contract Dates: 12/12/2019 - 12/12/2021 Agency: Comal County Scheduled Date: 8/12/2021 Inspection 5 of 6 County: Comal Sub: Canyon Springs Resort Installed: 8/26/2019 Mfg / Brand: Advantage Wastewater LLC - Nu Water Treatment Type: Aerobic Without Chlorine Warranty End: 8/26/2021 Disposal: Drip Emitters GPS Coordinates - Latitude: 29.868050 Longitude: -98.292720 This counts as a type of "Scheduled Inspection" Service Type: Scheduled Inspection Entered By: Michael S Looney Visit Date: 8/9/2021 Time In: 5:15 Out: 5:45 Method: Grab Technician: Michael S Looney Maint. Provider: Rudy Carson Aerators: Operational Sludge Levels Filters: Operational For Tank 1: 4" For Tank 2: 12" Irrigation Pumps: Operational For Tank 3: 0" Disinfection Device: Operational CFM: 3.0 Air Filter: Good Turbidity: Good Tank Lid / Riser: Secured Electric Circuits: Operational Distribution System: Operational Color: Good Sprayfield Veg: Operational Odor: Good Alarm: Operational Service Completed Comments - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter. Cleaned drip filter. Backflushed lines. Reset psiat 22. scum in pretreatment is 4". Insp ID #:112065



Technician: Michael S Looney

License #: MT0001616



License #: MP0002036

Phone: (830) 995-3189 Fax: (830) 995-4051

PO Box 1554 Canyon Lake, TX 78133		Printed:12/24/2021 Site: 321 Canyon Springs Dr Canyon Lake, TX 78133 (830) 302-8539
Permit #: 108893 Agency: Comal County County: Comal Mfg / Brand: Advantage Wastewater Treatment Type: Aerobic Without Chlorin Disposal: Drip Emitters	GF	Customer ID: 6839 Contract Dates: 12/12/2019 - 12/12/2021 Scheduled Date: 12/12/2021 Inspection 6 of 6 Installed: 8/26/2019 Warranty End: 8/26/2021 2S Coordinates - Latitude: 29.868050 Longitude: -98.292720
Service Type: <u>Scheduled I</u> Visit Date: <u>12/24/2021</u> Method: <u>Grab</u> Technician: Alejandro Gonzal Maint. Provider: Rudy Carson	Time In: <u>1215pm</u> Out: 1	This counts as a type of "Scheduled Inspection" Entered By: <u>Alejandro Gonzalez</u>
Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u>	Sludge Levels For Tank 1: <u>6"</u> For Tank 2: <u>13"</u> For Tank 3: <u>1"</u>	CFM: <u>2.6</u>
	Air Filter: Good	Sprinker Squirt Height: <u>N/A</u>
Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>	Turbidity: <u>Good</u> Tank Lid / Riser: <u>Secure</u> Insp. Port / Plug: <u>Secure</u> Color: <u>Good</u> Odor: <u>Good</u>	
Alarm: <u>Operational</u> Comments 5 - Technician Secured the Tank Lid a eaving Cleaned compressor filter - S nonth. Please call office to renew ser	PSI Pressure: <u>3.0</u> nd/or Riser prior to leaving location Scum in pretreatment is 3". Cleane vice. Ask about discount for multi-	Service Completed - Inspection Port Plug was noted as Secured prior to d dripper system filter. Your service contract expires this year contracts

Provider: Rudy Carson

Technician: Alejandro Gouzalez

License #: MT0000996

Expires:

Insp ID #:118080

License #: MP0002036



MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

	Customer: Steadfast Investments			
PROPERTY LEGAL DESCRIPTION:	Site Address: 321 Canyon Springs Drive			
	City/State: Canyon Lake, TX Zip: 78133			
	County : Comal Permit# : 108893			
	Phone Number: <u>830-935-2098</u>			
	E-mail: carrie@havenbrooktx.com			

- I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between
 Steadfast Investments, (hereinafter referred to as "Client") and PS Supply & Service LLC.
 (hereinafter referred to as "Client") and PS Supply & Service LLC.
 (hereinafter referred to as "Client") and PS Supply & Service LLC.
 (hereinafter referred to as "Client") and PS Supply & Service LLC.
 (hereinafter referred to as "Client") and PS Supply & Service LLC.
 (hereinafter referred to as "Client") and PS Supply & Service LLC.
 (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services"), and the client agrees to fulfill his/her/their responsibilities under this agreement herein.
- II. Effective Dates: This agreement commences on the date of License to Operate is issued for

Date of License to Operate: 06/21/2022 Last Date of Service: 06/21/2024

- III. Services by Contractor: Contractor will provide the following Services:
 - 1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
 - 2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
 - 3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
 - 4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
 - 5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.
- IV. Payment(s): Client shall pay to Contractor 0.00 _______, for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client: _____

Contractor:

- 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 noted in this Agreement, the waiver by other party of a breach of any provision of this Agreement shall not operate or be construct as a continuing waiver or as a consent to or waiver of any subsequent breach hereof.

Client:

Contractor:

- XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.
- XV. <u>GOVERNING LAW AND CHOICE OF VENUE</u>. 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.

COURT.	,//	MP#0001708
Approved by Contractor:	DocuSigned by:	CHRISTOPHER RYAN SEIDENSTICKER
Approved by Client:	Carrie Melsen	
	CC52336E014C496	

- 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
	CN
Client:	

Contractor:

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

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

	Printed:10/20/2022	Insp ID #:21986	Permit #:	108893	
To: Steadfast Investments				Main Ph	one: (830) 935-2098
321 Canyon Springs Dr				W	/ork:
Canyon Lake, TX 78133	\$			Cell Ph	one:
				Alt	Cell:
				Customer ID: 4558	}
Ageneur Comel County			Contract E	Dates: 6/21/2022 - 6/2	1/2024
Agency: Comal County County: Comal County Mfg / Brand: - NUWATER	Sub: Canyon Springs Resort		Scheduled I	Date: 10/21/2022	Inspection 1 of 6
Treatment Type: AerobicDisposal: Drip Emitters			ordinates: Latit	ude: 29.86817 Longit	ude: -98.29182
Service Type: <u>Scheduled I</u>	nspection		-	counts as a type of "So	•
Visit Date: 10/19/2022			Enter	red By: <u>Nicole Loria</u>	emailed to Customer
Method: <u>Grab</u>					ailed: 10/20/2022

Technician: Not Assigned

Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Sludge Levels For Tank 1: 10 For Tank 2: N/A For Tank 3: 12

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

Alarm: Operational

Comments

✓ Service Completed

- Scum on pretreatment 2 - Cleaned drip filter and backflushed drip field - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 10/20/2022.

Site: 321 Canyon Springs Dr, Canyon Lake, TX 78133

Luna Environmental

4222 FM 482 New Braunfels, TX 78132

Jessica Bercher 321 Canyon Springs Dr Printed:7/13/2023

sherrie@lunaenvironmental.com

Permit: 108893

Agency: Comal County

Site: 321 Canyon Springs Dr, Canyon Lake, TX 78133 Main Phone: 8322867611

Canyon Lake, TX 78133 County: Comal County Subdivision: Canyon Springs Resort Customer ID: 5957 System Info: MFG: Brand: NUWATER Treatment Type: Aerobic Disposal Type: Drip Emitters Insp ID: 30035 Visit Details <----> Entered By: Nicole Loria GPS Lat: 29.86817 GPS Long: -98.29182 Visit Date: 7/11/2023 Contract Starts: 6/21/2022 Customer Emailed: 7/13/2023 Scheduled Date: 6/21/2023 Contract Ends: 6/21/2024 Entered On: 7/13/2023 Visit Results Service Type: Scheduled Inspection Count: Inspection 3 of 6 Method: Grab License # Expires Technician: Not Assigned ✓ Service Completed Provider: Luna Environmental, LLC Sludge Level Tank 1: 2 Aerators: Operational Filters: Operational Sludge Level Tank 2: N/A Irrigation Pumps: Operational Disinfection Device: Operational Tank Lid / Riser: Secured Insp. Port / Plug: Secured Electric Circuits: Operational Distribution System: Operational Drip/Sprayfield Veg: Operational Alarm: Operational

PSI Pressure: 2.4

Comments

- Scum on pretreatment 2-flushed air line - Cleaned drip filter & backflushed drip field - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 7/13/2023.

Luna Environmental

4222 FM 482 New Braunfels, TX 78132

Printed:11/4/2023

sherrie@lunaenvironmental.com

Permit: 108893

Site: 321 Canyon Springs Dr, Canyon Lake, TX 78133 Main Phone: 8322867611

Jessica Bercher 321 Canyon Springs Dr Canyon Lake, TX 78133

Agency: Comal County County: Comal County Subdivision: Canyon Springs Resort

System Info: MFG: Brand: NU	WATER			Customer ID: <u>5957</u>		
Treatment Type: <u>Aerobic</u>	Disposal Type: Drip Emitters			Insp ID: <u>35127</u>		
isit Details				<		
Visit Date: <u>10/24/2023</u>	Entered By:	Nicole Loria		GPS Lat: 29.86817 GPS Long: -98.2918		
Scheduled Date: <u>10/21/2023</u>		Cor	tract Starts: 6/21/2022	Customer Emailed: <u>11/4/2023</u>		
Entered On: <u>11/4/2023</u>		Co	ntract Ends: <u>6/21/2024</u>			
isit Results						
Service Type: Scheduled In	<u>spection</u>					
Count: Inspection 4 of 6	-					
Method: <u>Grab</u>		License #	Expires			
Technician: Luke Campbell		MT0002614	<u>9/30/2026</u>			
Provider: Luna Environmen	tal, LLC			Service Completed		
Aerators: Operational		Sludge Level Tank 1	l: <u>12</u>			
Filters: Operational		Sludge Level Tank 2	2: <u>N/A</u>			
Irrigation Pumps: Operational		Sludge Level Tank	3 : <u>12</u>			
Disinfection Device: Operational						
		Tank Lid / Rise				
Electric Circuits: Operational		Insp. Port / Plug	s: <u>Secured</u>			
Distribution System: Operational Drip/Sprayfield Veg: Operational						
Sublahigher Act. Oherground						
Alarm: Operational		PSI Pressure				

- Scum on pretreatment 0 - Cleaned drip filter & backflushed drip field - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 11/4/2023.