

Comal County
OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **09/16/2019** Permit Number: **109162**

Location Description: **166 CHARON PT
SPRING BRANCH, TX 78070**

Subdivision: **Mystic Shores**
Unit: **3**
Lot: **294**
Block:
Acreage:

Type of System: **Aerobic
Surface Irrigation**

Issued to: **Pogue & Company, dba JLP Builders, Inc.**

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


OS0034792
ENVIRONMENTAL HEALTH INSPECTOR


OS0007722
ENVIRONMENTAL HEALTH COORDINATOR

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: OSQ 26238
 1st Inspection Date: 9-11-2019 2nd Inspection Date: _____ 3rd Inspection Date: 9-16-19
 Inspector Name: B. Olvera Inspector Name: _____ Inspector Name: B. Olvera
 Permit#: 109162 Address: 166 Charon Pl. / Mystic Shores

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	/	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		9-11-19		9-16-19
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot		285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

09-11-19 BMO
 Tank Set level No leaks
 operational ✓
 Ready for Cover

9-16-19 BMO
 covered

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(II)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(II) 285.32(b)(1)(C)(I) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				9-16-19
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	✓		600	9-11-19		9-16-19
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		Maxx Air	✓		✓
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	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)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	✓	285.32(c)(1)		9-11-19		9-16-19
34	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.	✓			✓		✓
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						
37	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						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓			✓		✓

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OSSF Inspection Sheet**

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41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed.	✓			✓		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed.						

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swayer OSSF Installer #: OS00 26238

1st Inspection Date: 9-11-2019 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: B. Olera Inspector Name: _____ Inspector Name: _____

Permit#: 109162 Address: 166 Charon Pl. / Mystic Shores

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09-11-19 BMO

Tank Set level No leaks
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OSSF Inspection Sheet**

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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: 109162
Issued This Date: 05/24/2019
This permit is hereby given to: Pogue & Company, dba JLP Builders, Inc.

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

166 CHARON PT
SPRING BRANCH, TX 78070

Subdivision: Mystic Shores
Unit: 3
Lot: 294
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN

ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date _____

Permit # 109162

Owner Name Pogue & Company, dba JLP Builders, Inc. Agent Name Frank Aguirre

Mailing Address 23011 FM 306 Agent Address 16159 Old Stable Road

City, State, Zip Canyon Lake, TX 78133 City, State, Zip San Antonio, TX 78247

Phone # 830-935-4936 Phone # 210-275-7866

Email paul@paulswoyerseptics.com Email frankseptic45@gmail.com

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

Subdivision Name MYSTIC SHORES Unit 3 Lot 294 Block _____

Acreage/Legal _____

Street Name/Address 166 CHARON POINT City SPRING BRANCH Zip 78070

Type of Development:

Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 2309

RECEIVED
MAY 17 2019
COUNTY ENGINEER

Commercial or Institutional Facility

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

Type of Facility _____

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

Restaurants, Lounges, Theaters - Indicate Number of Seats _____ MAY 20 2019

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

Travel Trailer/RV Parks - Indicate Number of Spaces _____ COUNTY ENGINEER

Miscellaneous _____

Estimated Cost of Construction: \$ 270,000 (Structure Only)

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

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

Source of Water Public Private Well

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

By signing this application, I certify that:

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

X [Signature]
Signature of Owner

5-15-19
Date

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

Planning Materials & Site Evaluation as Required Completed By FRANK A. BUINCE

System Description ATU w/SPRAY

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

Tank Size(s) (Gallons) 600 Absorption/Application Area (Sq Ft) 4983

Gallons Per Day (As Per TCEQ Table III) 240

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

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

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? Yes No

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

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

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

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

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

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

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

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

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____

RECEIVED

MAY 20 2019

COUNTY ENGINEER

RECEIVED

MAY 17 2019

COUNTY ENGINEER

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.

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

Signature of Designer Frank A. Buince

Date 11 May 19

Page 2 of 2

Yes

AFFIDAVIT



201906016726 05/16/2019 01:20:34 PM 1/1

**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.

I

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

RECEIVED
MAY 17 2019

II

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

COUNTY ENGINEER

3 UNIT/PHASE/SECTION _____ BLOCK 294 LOT Mystic Shores SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): Pogue & Company, dba JLP Builders, Inc.

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 15 DAY OF May, 2019

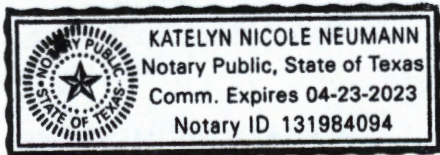
X [Signature]
X _____
Owner(s) signature(s)

Jimmie Pogue (owner)
Owner (s) Printed name (s)

Jimmie Pogue
May, 2019

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 15 DAY OF

[Signature]
Notary Public Signature



(Notary Seal Here)

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/16/2019 01:20:34 PM
TERRI 1 Page(s)
201906016726



Bobbie Koepf



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

MAY 17 2019

COUNTY ENGINEER

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: POGUE & COMPANY, dba JLP BUILDERS, INC.

PROPERTY LEGAL DESCRIPTION:

MYSTIC SHORES, UNIT 3, LOT 294

Site Address: 166 CHARON POINT

City/State: SPRING BRANCH, TX Zip: 78070

County: COMAL Permit#: _____

Phone Number: _____

E-mail: _____

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between POGUE & COMPANY, dba JLP BUILDERS, INC. (hereinafter referred to as "Client") and PS Supply & Service LLC. (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services"), and the client agrees to fulfill his/her/their responsibilities under this agreement herein.

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MAY 20 2019

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 yrs from LTO

COUNTY ENGINEER

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

Client: [Signature]

Contractor: [Signature]

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

1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities from the State and local regulatory agency.
4. To maintain the OSSF in accordance with manufacturer's recommendations.
5. To immediately notify Contractor and Agency of any and all problems with, the OSSF, including failure thereof.
6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (Installer II) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS")) that may be required on the OSSF.
9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
10. To provide, at Client's expense, for pumping of tanks as needed.
11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.

VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.

VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above-described Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor.

VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any work performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.

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

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

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

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

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

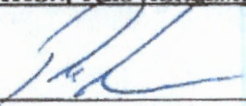
Client: 

Contractor: 

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

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

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

Approved by Contractor: 

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client: 

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

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


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

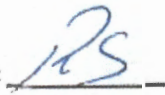
XX. **Entire Agreement:** This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

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COUNTY ENGINEER

Client: 

Contractor: 

Property deed: See attached
Maintenance agreement: See attached
ATU affidavit: See attached

Frank Aguirre

Site evaluation:

Applicant/site:

Name: JLP 166 Charon Point

Location: 166 Charon Point, Spring Branch, TX, 78070

Date: 11 May 2019

Site Evaluator:

Frank Aguirre, 16159 Old Stable Rd., San Antonio, Texas 78247; Lic # 30400, 2/20

SOIL BORING NUMBER <u>1</u>						
Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III - blocky, platy or massive)	Drainage (Moisture/Water Table)	Restrictive Horizons	Observations
0 1 2 3 4 5		4" Limestone				Class <u>IV</u>

SOIL BORING NUMBER <u>2</u>						
Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III - blocky, platy or massive)	Drainage (Moisture/Water Table)	Restrictive Horizons	Observations
0 1 2 3 4 5		KE				<i>Frank Aguirre</i>

1
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MAY 17 2019



16159 Old Stable Rd.
Frank Aguirre, R.S.

San Antonio, Texas 78247-4490
210.275.7866

COUNTY ENGINEER
frankseptic45@gmail.com

PLANNING MATERIALS FOR A SEPTIC SYSTEM IN COMAL COUNTY *Frank Aguirre*

DATE, FIELD WORK: 11 May 2019

THE PLAYERS:

Property owner: Jimmy Pogue, JLP Builders, Inc., P.O. Box 312053, New Braunfels, Texas 78131, (210)422-7024, JPogue@BuildwithJPL.com

Site Evaluator: Frank Aguirre, SE, #10807

Designer: Frank Aguirre, R.S., Lic. 994

Installer: Paul Swoyer, 830-935-4936

Septic system design review & inspections: Comal County: Brenda Ritzen or Sandra Hernandez, 830.608.2090

THE PROPERTY:

Street numerical address: 166 Charon Point, Spring Branch, TX, 78070

Legal description: Lot 294, Mystic Shores, Unit 3

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

THE PROPOSED PROJECT:

A single family residence, 3 BR, 2302 SF

THE ESTIMATED SEWAGE PRODUCTION CHARACTERISTICS:

Hydraulic loading estimated at 240 gpd, sized, by regulations, to a 3 BR home.

Organic loading estimated at 140 to 300 mg/l BOD with traces of FOG and TSS (residential strength)

DESCRIPTION OF PROPOSED MONITORING OF SEWAGE CHARACTERISTICS:

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

TARGET FINAL EFFLUENT PARAMETERS:

Hydraulic loading less than the estimated loading on ANY GIVEN DAY.

Organic loading: BOD and TSS of less than 65 mg/l

WATER SOURCE: CLWS

SITE EVALUATION DATA:

A. This certifies that proper soil analysis procedures were followed.

B. Soils at this site are Class IV and are not suitable with respect to texture.

C. The overall site suitability is not appropriate for a Standard on-site wastewater system.

OVERALL SEPTIC SYSTEM COMPONENTS:

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

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

Treatment: 600 gpd ATU (aerobic treatment unit) with disinfection

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

Water pump requirements: Must overcome an elevation head of 6', a friction head of 8' and a maximum head at the spray head of 45' for a total head of 59'. It shall operate the spray heads at two application times (operated by a control box using a timer) - 12 midnight and 4 am cycles of 150 gal. each cycle. At 12 gpm, each cycle shall run for 13 minutes.

Supply line size: 1"

Sprayheads: K-rain 1303 RCW or equal

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

The actual spray shall be 4983 SF and shall consist of three 23' full circle sprays at 4 gpm for a total of 12 gpm.

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

Float Switch Placements

Actual liquid measurements:

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

5' depth, 5' length, 5' width

Capacity, in CF, = $5' \times 5' \times 5' = 125 \text{ CF} \times 7.48 \text{ gal/CF} = 935 \text{ gal}$ (Actual tank capacity)

935 gal = 15.58 gal/inch

60" depth *Jim Ogino*

Volume needed for a single dose = $300 \text{ gal} / 2 = 150 \text{ gal}$.

150 gal = 10" needed between the "Off" and "On" switches

15.58 gal/in

Volume needed between the "On" and "Alarm" switches = 1 day's volume = 300 gal

$\frac{300 \text{ gal}}{15.58 \text{ gal/in}} = 20''$ needed between the "On" and "Alarm" switches

Volume required above the "alarm" switch = 1/3 day's volume = 100 gal.

$\frac{100 \text{ gal.}}{15.58 \text{ gal/in}} = 7''$ needed above the "alarm" switch

Locations of float switches:

Distance between the OFF and ON switches = 10"
 + Distance between the ON and Alarm switches = 20"
 + Distance between the Alarm switch and Inlet = 7"

Minimum working depth required = 37"

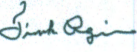
Actual working depth available = 60"

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

Minimum tank depth from Inlet to bottom of tank = 45"

CODE COMPLIANCE

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

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

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

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

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

BEST PRACTICES

It is the opinion of this designer that both state and local jurisdiction requirements

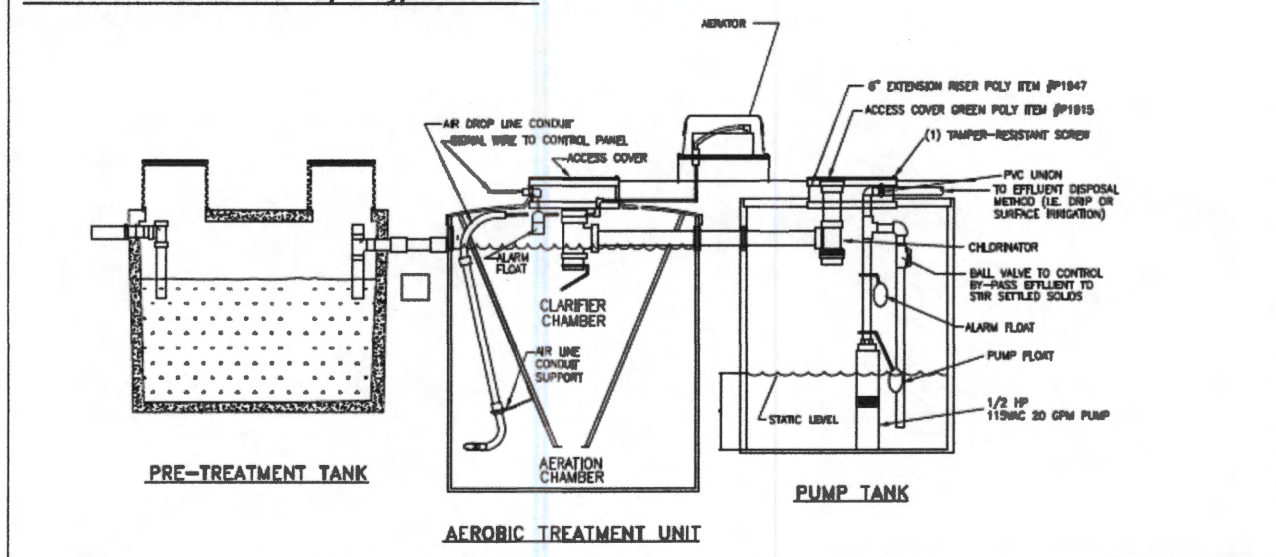
represent **MINIMUM** government regulations that may or may not result in a septic system that meets the property owner's **EXPECTATIONS** of it providing dependable, long-lasting service. Therefore, the property owner should consider some of the many **UPGRADES** that are available from the **INDUSTRY**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

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

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

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

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



It is the owner's responsibility to ensure that the aerobic treatment unit is under a PAID contract with a licensed "maintenance provider. The unit must be checked and tested ONCE EVERY 4 MONTHS [Regulation #285.91 (4)] for the life of the unit and test results shall be submitted to the local septic inspector.

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

Sincerely,

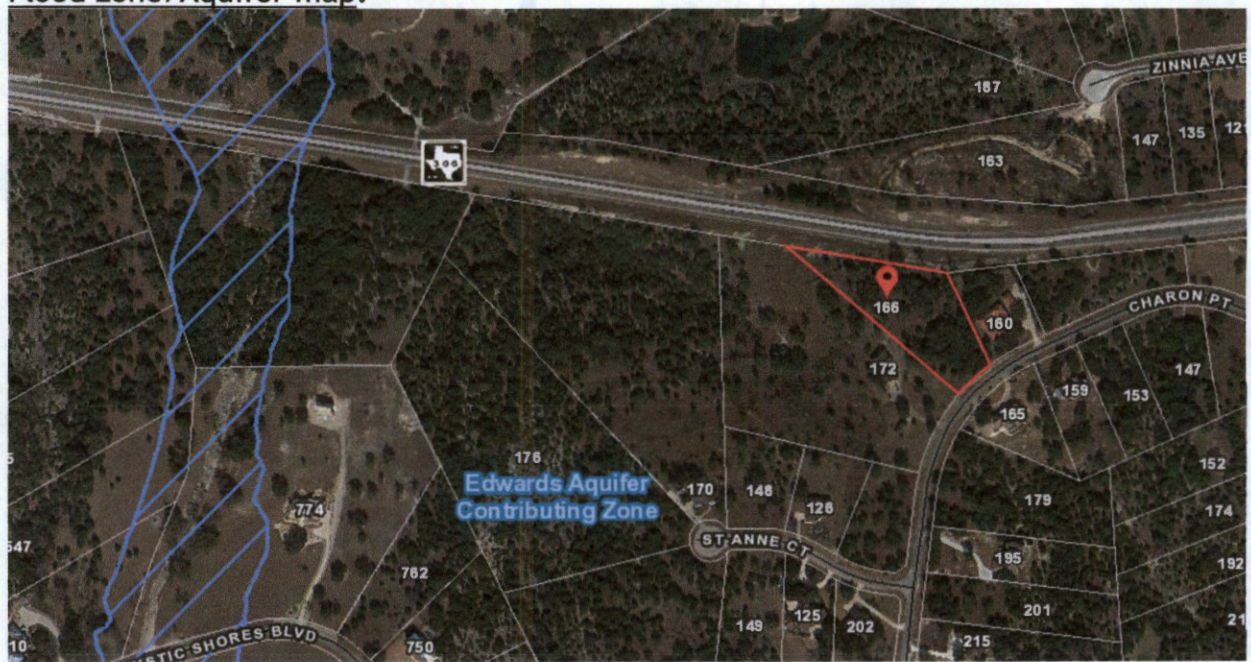
Frank Aguirre

Frank Aguirre, Registered Sanitarian, Lic. 994, Site Evaluator, Lic. 10807, TCEQ Designated Representative Lic.30400, NAWT Certified Inspector, Lic. 13671TC

Location: *Sink Basin*



Flood zone/Aquifer map:





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



JLP 166 CHARON POINT
11 MAY 2019

- A = ± 10' of 4" pvc, Sch, 40, tightline with a cleanout within 3' of the house
- B = Pre-treatment tank, 600 gpd MaxxAir ATU., chlorinator and pump tank
- C = ± 200' of 1" tightline
- D = 23' radius full circle spray

Sprayfield:
3 sprayheads at 23' radius full circles
= 4983 SF

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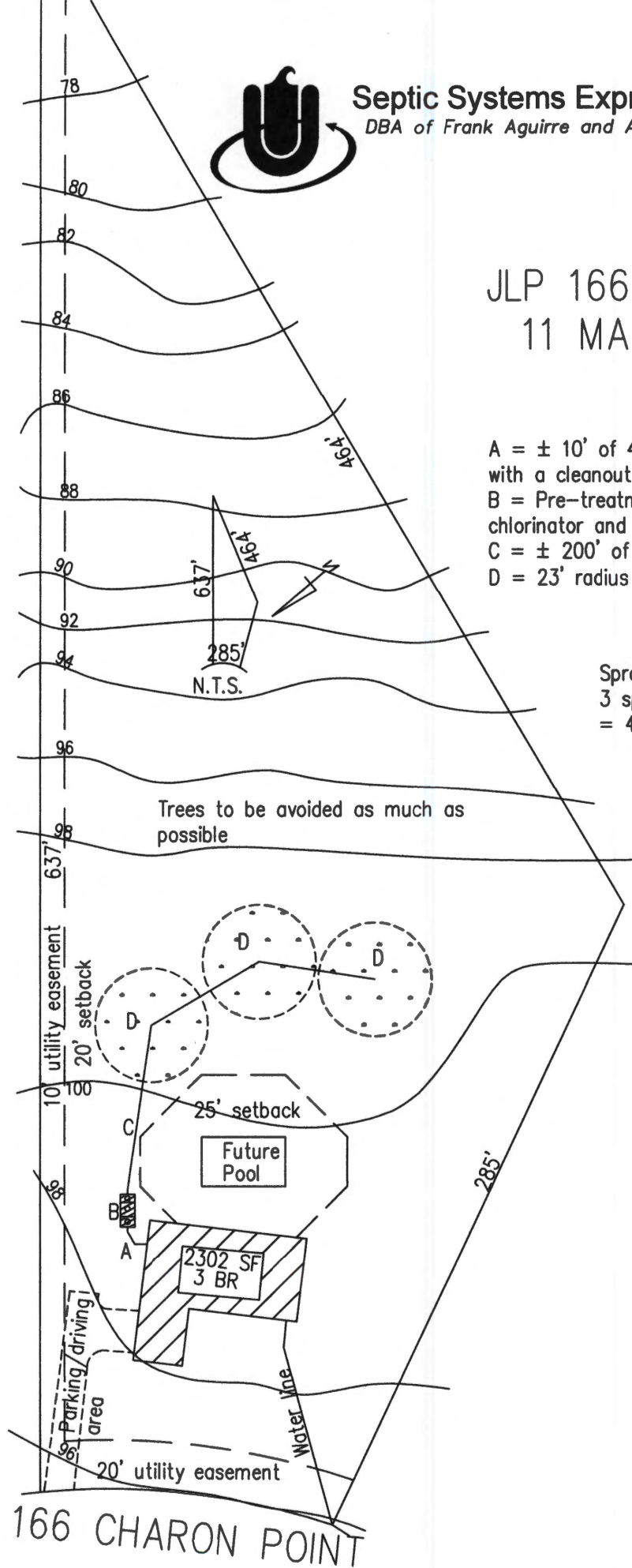
COUNTY ENGINEER

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

Frank Aguirre



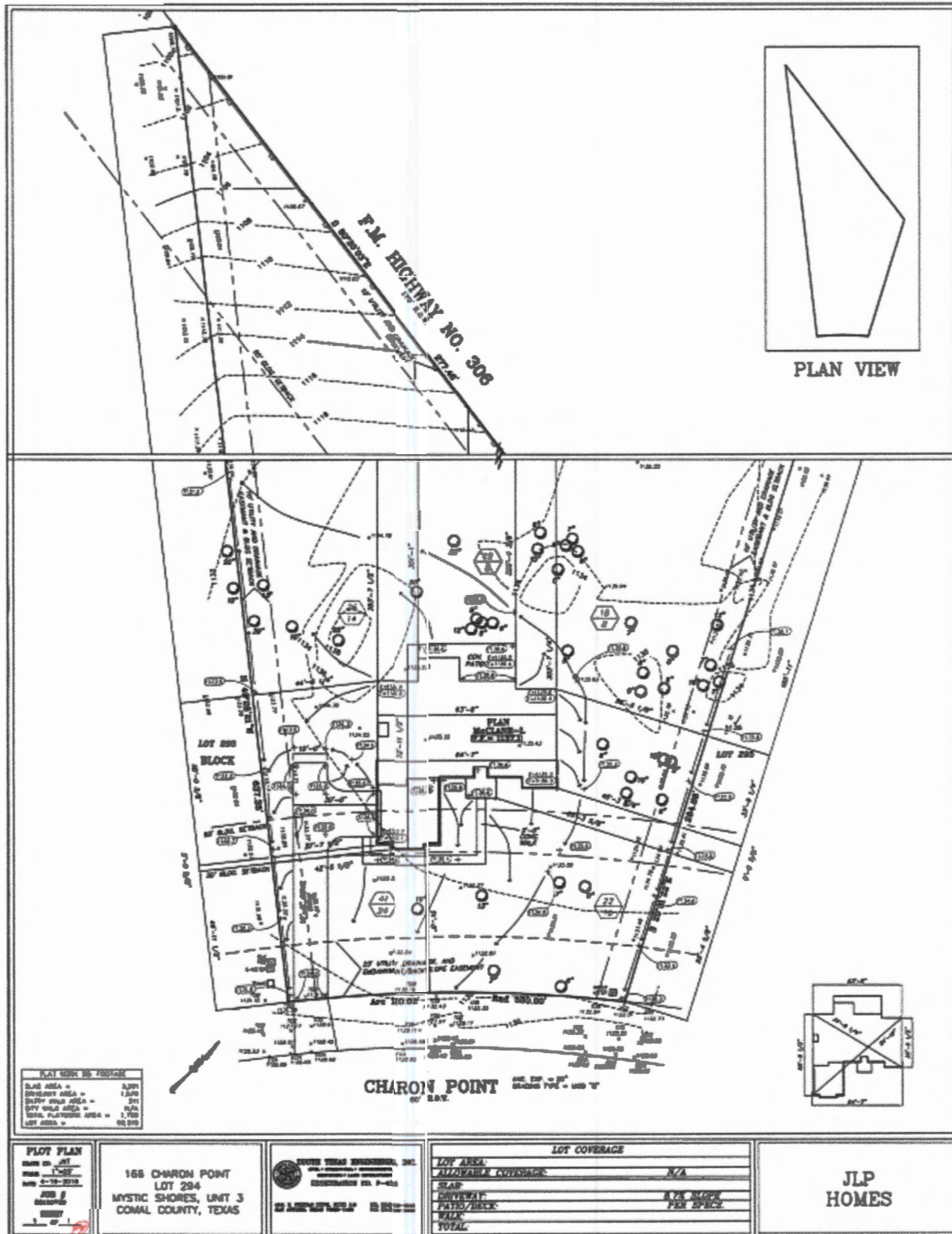
RS 994
OS10807
DR 30400
L-294, MysticShores, U-3



166 CHARON POINT

Property plat:

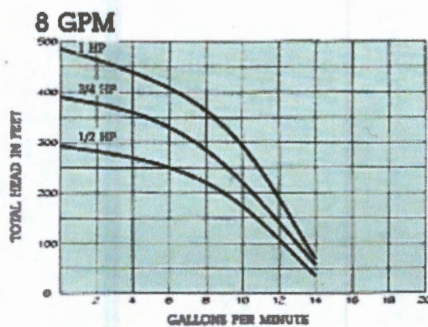
Sink Basin



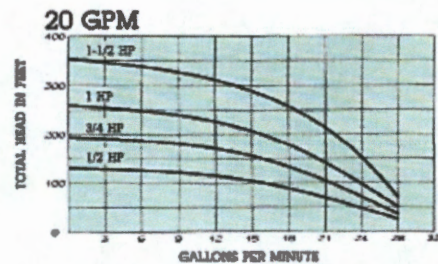
High head pump graph:

High Head Filtered Effluent Pumps

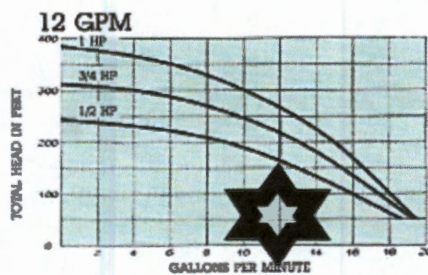
1/2, 3/4, 1 and 1 1/2 HP
8, 12, 20, 25, and 35 GPM
4" Diameter Submersible



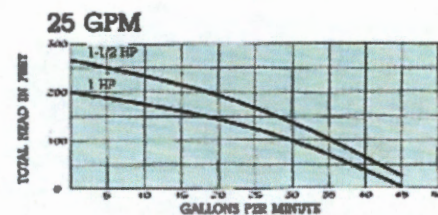
HP	Voltage	Pump Model
1/2	115	2NFL51-8E
3/4	230	2NFL52-8E
1	230	2NFL102-8E



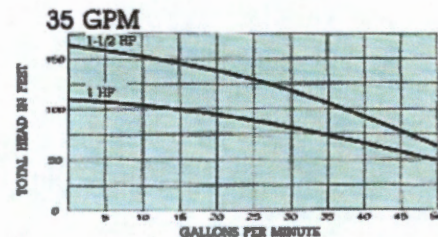
HP	Voltage	Pump Model
1/2	115	2NFL51-20E
3/4	230	2NFL52-20E
1	230	2NFL102-20E
1 1/2	230	2NFL152-20E



HP	Voltage	Pump Model
1/2	115	2NFL51-12E
3/4	230	2NFL52-12E
1	230	2NFL102-12E



HP	Voltage	Pump Model
1	230	J1025BE
1 1/2	230	J1525BE



HP	Voltage	Pump Model
1	230	J1035BE
1 1/2	230	J1535BE

Frank Ogino

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.

Warranty Deed with Vendor's Lien

Date: May 6, 2019

Grantor: VINAY BASANI, a married person, owning, occupying and claiming other property as homestead and GIRIDHAR RAO, a married person, owning, occupying and claiming other property as homestead

Grantor's Mailing Address:

1722 Palmer View
San Antonio TX 78260
County

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MAY 17 2019

Grantee: **POGUE & COMPANY, a Texas corporation, dba JLP BUILDERS, INC.**

COUNTY ENGINEER

Grantee's Mailing Address:

15403 Capri Lane
Selma, Texas 78154
Guadalupe County

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of SECURITY STATE BANK & TRUST in the principal amount of THREE HUNDRED EIGHT THOUSAND THREE HUNDRED TWENTY-SEVEN AND 30/100 DOLLARS (\$308,327.30). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of SECURITY STATE BANK & TRUST and by a first-lien deed of trust of even date from Grantee to WILLIAM H. COWDEN, JR., trustee.

Property (including any improvements):

LOT 294, MYSTIC SHORES, UNIT 3, A SUBDIVISION IN COMAL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 362, OF THE MAP AND/OR PLAT RECORDS, COMAL COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES.

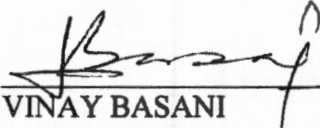
The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

SECURITY STATE BANK & TRUST, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SECURITY STATE BANK & TRUST and are transferred to SECURITY STATE BANK & TRUST without recourse against Grantor.

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

SIGNATURE PAGES TO FOLLOW

GRANTOR:

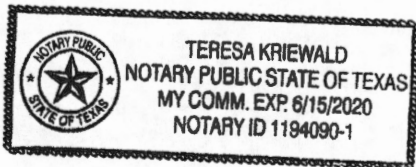


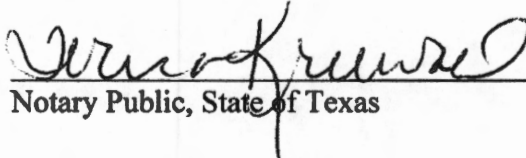
VINAY BASANI

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on May 6th, 2019, by
VINAY BASANI.

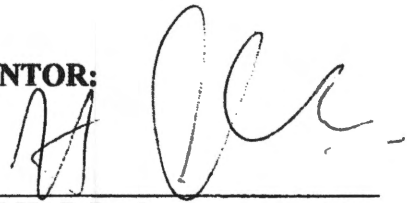




Notary Public, State of Texas

SIGNATURE PAGE TO FOLLOW

GRANTOR:



GIRIDHAR RAO

STATE OF Illinois)

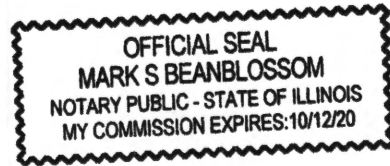
COUNTY OF Sangamon)

This instrument was acknowledged before me on May 7th, 2019, by
GIRIDHAR RAO.



Notary Public, State of Illinois

AFTER RECORDING RETURN TO:
POGUE & COMPANY, a Texas corporation,
dba JLP BUILDERS, INC.
15403 Capri Lane
Selma, Texas 78154
GF: 2394654-SA71



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/15/2019 01:41:53 PM
CSCHUL 4 Pages(s)
201906016540



Bobbie Koepf

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

<i>items Date Received</i>	<i>Initials</i>

<i>Permit Number</i>

Instructions:

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

OSSF Permit

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

RECEIVED

MAY 17 2019

COUNTY ENGINEER

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

5-15-19

 Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION	
(Missing Items Circled, Application Refused)	

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

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

Permit #: 109162

To: Vernon & Claudell Ginn
166 Charon Point
Spring Branch, TX 78070

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

Site: 166 Charon Point, Spring Branch
 Agency: Comal County
 County:
 Subdivision: Mystic Shores

Installed:
 Phone: (210) 387-4124
 Cell:
 Work:

Contract: 9/16/2019 - 9/16/2022
 Inspections per year: 3
 Service Due: 1/16/2020
 Alt Phone:
 Warranty Ending:

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

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

1 - 16
 2 - 2
 3 - 2

Test Results and observations: (As Required)
 Fecal Coliform: _____
 Chlorine Residual: 1.24
 Test Method: GRAB
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments:
scum = 2

Inspector: _____ Date: _____

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

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

To: Vernon & Claudell Ginn
166 Charon Point
Spring Branch, TX 78070

Printed:10/6/2020
Site: 166 Charon Point
Spring Branch, TX 78070
(210) 387-4124

Permit #: **109162** Customer ID: 1443
Agency: Comal County Contract Dates: 9/16/2019 - 9/16/2022
County: Sub: Mystic Shores Scheduled Date: 9/16/2020 Inspection 3 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9361 Longitude: -98.3018

Service Type: Scheduled Inspection

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

Visit Date: 10/5/2020

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: 0.4

Sludge Levels
For Tank 1: 23
For Tank 2: 1
For Tank 3: 4

Tank Lid / Riser: Secured

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

Color: Good
Odor: Good

Alarm: Operational

Comments

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

Service Completed

Owner signature: _____

Insp ID #:6094

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

Permit #: 109162

To: Vernon & Claudell Ginn
166 Charon Point
Spring Branch, TX 78070

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

Site: 166 Charon Point, Spring Branch
 Agency: Comal County
 County:
 Subdivision: Mystic Shores

Installed:
 Phone: (210) 387-4124
 Cell:
 Work:

Contract: 9/16/2019 - 9/16/2022
 Inspections per year: 3
 Service Due: 5/16/2020
 Alt Phone:
 Warranty Ending:

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

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

1-20
 2-0
 3-0

Test Results and observations: (As Required)

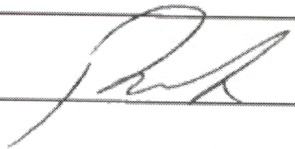
Fecal Coliform: _____
 Chlorine Residual: _____
 Test Method: _____
 BOD: _____
 TSS: _____
 Commercial Lab: _____
 Date Submitted: _____

Repairs made: Y / N

Repairs and Comments:

Slam = 6

Inspector: _____



Date: _____

Area: / 0
 GPS: 29.9361 -98.3018 ID = 1443

Printed 5/29/2020

166 Charon Point, Spring Branch

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

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

To: Vernon & Claudell Ginn
166 Charon Point
Spring Branch, TX 78070

Printed: 1/7/2021
Site: 166 Charon Point
Spring Branch, TX 78070
(210) 387-4124

Permit #: **109162**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Mystic Shores

GPS Coordinates - Latitude: 29.9361 Longitude: -98.3018

Customer ID: 1443

Contract Dates: 9/16/2019 - 9/16/2022

Scheduled Date 1/16/2021

Inspection 4 of 9

Service Type: Scheduled Inspection

Visit Date: 1/6/2021

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

This counts as a type of "Scheduled Inspection"

Entered By: _

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.17

Sludge Levels

For Tank 1: 22

For Tank 2: 4

For Tank 3: 2

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Scum on pretreatment:5" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #:7345

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Vernon & Claudell Ginn
166 Charon Point
Spring Branch, TX 78070

Printed: 5/19/2021
Site: 166 Charon Point
Spring Branch, TX 78070
(210) 387-4124

Permit #: **109162** Customer ID: 1443
Agency: Comal County Contract Dates: 9/16/2019 - 9/16/2022
County: Sub: Mystic Shores Scheduled Date 5/16/2021 Inspection 5 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9361 Longitude: -98.3018

Service Type: Scheduled Inspection

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

Visit Date: 5/18/2021

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: 0.3mg/L

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

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments

Scum on pretreatment: 13" M.A - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #: 9713

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: **Vernon & Claudell Ginn**
166 Charon Point
Spring Branch, TX 78070

Printed: 9/7/2021
Site: 166 Charon Point
Spring Branch, TX 78070
(210) 387-5124

Permit #: **109162** Customer ID: 1443
Agency: Comal County Contract Dates: 9/16/2019 - 9/16/2022
County: Sub: Mystic Shores Scheduled Date 9/16/2021 Inspection 6 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9361 Longitude: -98.3018

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 9/3/2021

Entered By: Danielle Jordan

Method: Grab

Technician: Michale Albers

Maint. Provider: Ryan Seidensticker

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

Sludge Levels
For Tank 1: 9

Pumping Needed

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments

Service Completed

Scum on pretreatment 14" - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Tank needs Pumping.

Insp ID #: 11684

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

License Info: MP0001708 Expires:

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

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

To: Vernon & Claudell Ginn
166 Charon Point
Spring Branch, TX 78070

Printed: 1/20/2022
Site: 166 Charon Point
Spring Branch, TX 78070
(210) 387-5124

Permit #: **109162**

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Mystic Shores

Customer ID: 1443

Contract Dates: 9/16/2019 - 9/16/2022

Scheduled Date: 1/16/2022

Inspection 7 of 9

GPS Coordinates - Latitude: 29.9361 Longitude: -98.3018

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 1/19/2022

Entered By: Danielle Jordan

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.64

Sludge Levels

For Tank 1: 13

For Tank 2: 3

For Tank 3: 2

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

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

Service Completed

Insp ID #:14683

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Vernon & Claudell Ginn
166 Charon Point
Spring Branch, TX 78070

Printed:5/13/2022
Site: 166 Charon Point
Spring Branch, TX 78070
(210) 387-5124

Permit #: **109162** Customer ID: 1443
Agency: Comal County Contract Dates: 9/16/2019 - 9/16/2022
County: Sub: Mystic Shores Scheduled Date: 5/16/2022 Inspection 8 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.9361 Longitude: -98.3018

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 5/12/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1:

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .12

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

Scum = 8" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:17691

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

License Info: MP0001708 Expires:

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

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

Printed:9/21/2022 Insp ID #:21026

Permit #: **109162**

To: Garrett Burchett
166 Charon Point
Spring Branch, TX 78070

Main Phone: (512) 560-3127
Work:
Cell Phone:
Alt Cell:

Customer ID: 1443

Contract Dates: 9/16/2019 - 9/16/2022

Scheduled Date: 9/16/2022

Inspection 9 of 9

Agency: Comal County

County:

Sub: Mystic Shores

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.9361 Longitude: -98.3018

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Ryan Seidensticker

Visit Date: 9/21/2022

Copy emailed to Customer

Customer Emailed: 9/21/2022

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 13

Irrigation Pumps: Operational

For Tank 2: 10

Disinfection Device: Operational

Chlorine Supply: Operational

For Tank 4: 2

Chlorine Residual: .01

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Service Completed

Comments

Scum on pretreatment 2" - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 9/21/2022.

Site: 166 Charon Point, Spring Branch, TX 78070

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

License Info: MP0001708 Expires:

Luna Environmental Service Agreement

(Formerly AMS & PS Septic Supply)

Agreement

I. General: This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as Contractor), located at 4222 FM 482 New Braunfels, Texas 78132, (830-312-8776) or (830-850-0080). By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/ their responsibilities under the agreement as described herein.

II. Effective Dates: If this is an Initial Install Contract, the contract will be for three years and BEGINS when the License To Operate (LTO) has been issued. A 30-day written notice is required if there is a cancellation before the year of the agreement is up. The written notice will be sent to the local regulatory Agency and any of the agreement unused funds is non-refundable.

III. Contractor or Client, if choosing to terminate the contract, must give the other party and the local regulatory Agency written notice Thirty (30) Days prior to the ending of the Contract.

IV. Services by Contractor: Contractor will provide the following services (Referred to as the "Services").

1. In compliance with the Local Regulatory Agency and Manufacture's requirements, inspect and perform routine maintenance and upkeep on all parts within the On-Site Sewage Facility (hereafter referred to as the "OSSF") three times per year. The contractor does not provide chlorine. Client is solely responsible for maintaining the chlorine in the chlorinator at all times.
2. Contractor will provide a weatherproof tag on the control panel containing company name, phone number and inspection dates.
3. Contractor will do inspections 3 times a year, every 4 months.
4. Contractor will report all findings to the appropriate regulatory and authority and to the Client, as required by both the State's On-Site rules and the local Agency's rules. All findings must be reported to local Agency's within 14 days, email is acceptable.
5. The contractor's inspection will include the following: Effluent Quality (Color, Turbidity, overflow and Odor), Alarm Function Filters, Operation of Effluent Pump and Chlorine Availability in the

Chlorinator, (BOD and TSS Annually on Commercial Accounts, Client is responsible for charges for test)

6. Contractor will respond to client calls and complaints, regarding visual or audible alarms, suspicious conditions and or problems that might confront the Client within 48 hours, excluding weekend and holidays. The Contractor will maintain a 24-hour answering service at 830-312-8776. The unscheduled responses may be billed to the client at a going rate.

V. Clients Responsibilities:

1. Maintain Chlorinator and Proper Chlorine supply, if OSSF is equipped with.
2. Provide all necessary lawn or yard maintenance and remove all obstacles, including dogs and other animals as needed to allow the OSSF to function properly and to allow the Contractor easy and safe access to all parts of the OSSF.
3. Immediately notify the Contractor of any alarms or problems with, including failure of the OSSF.
4. Provide for pumping of the tanks, generally every 3 years or as suggested by the Contractor at Clients own expense.
5. Upon receiving a written notification of services needed from the Contractor, it becomes the Client's responsibility to contact the Contractor to authorize the service.
6. Contractor will not be responsible for any warranty work; Client must contact the Installer for Warranty Problems.
7. Not allow the backwash from water treatment of water conditioning equipment to enter the OSSF.
8. Maintain site drainage to prevent adverse effects on OSSF.
9. Promptly and fully pay Contractor's Bills, Fees or invoices as described herein.

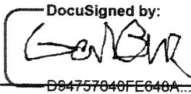
VI. Contractor will schedule with client, dates to perform the above-described Services of repairs. If Contractor is not able to access the site on the date of appointment, a charge of \$75.00 will be billed if the inspection for repairs is not able to be completed and are required to be scheduled on another date. The contractor requires access to the OSSF electrical and physical components, including tanks, by means of man ways or risers for the purpose of evaluation of system and equipment as required by the manufacturer and /or rules. If such man ways or risers are not in place, excavation together with other labor and materials will be required and be billed to the Client an additional service at a rate of \$75.00 per hour plus materials billed at list process. Excavated soil is to be replaced as best as reasonably possible.

VII. Payments: The fee for this agreement only covers the Services described herein. This fee does not cover equipment or labor supplied for non-warranty repairs or for charges for unscheduled Client request trips to the Client's site of pumping of the OSSF. Payments not received within 30 days from the date will be subject to a \$30.00 late penalty and or a 1.5% carrying charge, whichever is greater, in addition to reasonable attorney's fees. All cost of collection incurred by contractor in collection of any unpaid debt. By signing this contract, the Client is authorizing the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. Invoice due when service is completed. The contract fee is \$_____.

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

Client

Print Name: Garrett Burchett

Signature:  _____
D04757040FE640A...

Client Phone Number: 512-560-3127

Email Address: burchettgarrett@yahoo.com

*166 Charon Point
Spring Branch TX 78070*
Contractor **Luna Environmental LLC**

MP Signature: Ryan Seidensticker

MP NUMBER: 0001708

Contract Date: 05/22/2023 to 05/22/2025 County: Comal

Permit #: 109162

Luna Environmental
4222 FM 482
New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenviromental.com

Printed:5/26/2023

Insp ID #:28650

Permit #: **109162**

To: Garrett Burchett
166 Charon Point
Spring Branch, TX 78070

Main Phone: (512) 560-3127

Work:

Cell Phone:

Alt Cell:

Customer ID: 2842

Contract Dates: 5/22/2023 - 5/22/2025

Scheduled Date: 5/22/2023

Inspection 1 of 6

Site: 166 Charon Point, Spring Branch, TX 78070

Agency: Comal County

County: Comal

Sub: Mystic Shores

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.9361 Longitude: -98.3018

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Julie Feibleman

Visit Date: 5/25/2023

Method: Grab

Technician: Logan Leppo

Maint. Provider: Luna Environmental, LLC

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.1

Sludge Levels

For Tank 1: 1

For Tank 2: NA

For Tank 3: 5

For Tank 4: 5

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Alarm: Operational

Service Completed

Comments

- Scum on pretreatment-4 - Please add bleach to system-only regular bleach not gel or splashless - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

Site: 166 Charon Point, Spring Branch, TX 78070

Originally Entered On: 5/25/2023