COMAL COUNTY
ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **10/22/2019** Permit Number: **109512**

Location Description: 622 INNSBRUCK
NEW BRAUNFELS, TX 78132

Subdivision:	Copper Ridge the Addition, South Phase
Unit:	
Lot:	29
Block:	M
Acreage:	

Type of System: Aerobic
Surface Irrigation

Issued to: Ashton San Antonio Residential, LLC

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

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

Alterations to this permit including, but not limited to:
- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

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

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

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

Licensing Authority
Comal County Environmental Health

Michael Tayon OS8497
ENVIRONMENTAL HEALTH INSPECTOR

OS0007722
ENVIRONMENTAL HEALTH COORDINATOR

Comal County Environmental Health
OSSF Inspection Sheet

Installer Name: Paul Sowyer OSSF Installer #: OS0026238

1st Inspection Date: 10-15-19 2nd Inspection Date: _____ 3rd Inspection Date: ~~10/21~~ 10/22/19

Inspector Name: B. Olvera Inspector Name: _____ Inspector Name: Mike T.

Permit#: 109512 Address: 622 Innsbruck / Copper Ridge South Pha

No.	Description	Anwser	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)		10/17/19		10/22/19
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)				

MT. 10/17/19
Tank set, leveled
operational ✓
Ready For Cover

MT- 10/22/19
Covered

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	✓		800	10/17/19		10/22/19
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		maxxaire	|		|
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	**DISPOSAL SYSTEM Drip Irrigation**		285.33(c)(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 manufacturers spec.)**		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Anwser	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)		10/17/19		10/22/19
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						

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	✓	285.33(d)(2)(G)(iii)(II)285.33(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		10/17/19		10/22/19
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
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: Paul Sowyer OSSF Installer #: OS0026238

1st Inspection Date: 10-15-19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: B. Olvera Inspector Name: _____ Inspector Name: _____

Permit#: 109512 Address: 622 Innsbruck / Copper Ridge South Phase

No.	Description	Anwser	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)		10/17/19		
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)				

MT. 10/17/19

Tank set, leveled

operational ✓

Ready For Cover

Comal County Environmental Health
OSSF Inspection Sheet

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

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(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 manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Anwser	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)		10/17/19		
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						

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	✓	285.33(d)(2)(G)(iii)(II)285.33(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		10/17/19		
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed	✓	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)		↓		
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:	109512
Issued This Date:	08/08/2019
This permit is hereby given to:	Ashton San Antonio Residential, LLC

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

622 INNSBRUCK
NEW BRAUNFELS, TX 78132

Subdivision:	Copper Ridge the Addition, South Phase
Unit:	
Lot:	29
Block:	M
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 # 109512

Owner Name	ASHTON SAN ANTONIO RESIDENTIAL, L.L.C	Agent Name	GREG W. JOHNSON, P.E.
Mailing Address	c/o 23011 FM 306	Agent Address	170 Hollow Oak
City, State, Zip	Canyon Lake, TX 78133	City, State, Zip	New Braunfels, TX 78132
Phone #	830-935-4936	Phone #	830-905-2778
Email	paul@paulswoyerseptics.com	Email	gregjohnsonpe@yahoo.com

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

Subdivision Name COPPER RIDGE THE ADDITION, SOUTH PHASE Unit _____ Lot 29 Block M

Acreage/Legal _____

Street Name/Address 622 INNSBRUCK City NEW BRAUNFELS Zip 78132

Type of Development:

☒ Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 3253

RECEIVED
AUG 02 2019
COUNTY ENGINEER

☐ Non-Single Family Residential

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

Type of Facility _____

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

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

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

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: $ 500,000 (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.

_____ 7/9/19

Signature of Owner Date

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

Revised April 2019

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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) MAXX AIR M800 **Absorption/Application Area (Sq Ft)** 5654

Gallons Per Day (As Per TCEQ Table III) 300

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

RECEIVED
AUG 02 2019
COUNTY ENGINL

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

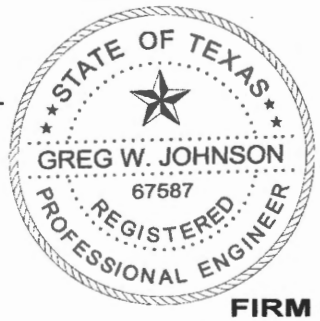
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

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

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

Is this property within an incorporated city? ☐ Yes ☒ No

If yes, indicate the city: _____



FIRM #2585

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

Signature of Designer

July 15, 2019
Date

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

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

July 15, 2019

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

RE- SEPTIC DESIGN
622 INNSBRUCK
COPPER RIDGE THE ADDITION, SOUTH PHASE, BLOCK M, LOT 29
NEW BRAUNFELS, TX 78132
ASHTON SAN ANTONIO RESIDENTIAL, LLC

RECEIVED
AUG 02 2019
COUNTY ENGINEER

Ms. Brenda Ritzen/Sandra Hernandez,

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

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

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

07/15/19

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

(11)

AFFIDAVIT

201906026588 08/01/2019 01:13:20 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
AUG 02 2019
COUNTY ENGINEER

II

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

_____ **UNIT/PHASE/SECTION** M **BLOCK** 29 **LOT** COPPER RIDGE THE ADDITION, SOUTH PHASE **SUBDIVISION**

IF NOT IN SUBDIVISION: _____ **ACREAGE** _____ **SURVEY**

The property is owned by **(insert owner's full name):** ASHTON SAN ANTONIO RESIDENTIAL, L.L.C

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 9 **DAY OF** July ,2019

X _____ Dwayne Vadnais (V.P.)

Owner(s) signature(s) Owner (s) Printed name (s)

Dwayne Vadnais **SWORN TO AND SUBSCRIBED BEFORE ME ON THIS** 9 **DAY OF**

July ,2019

Rose Portillo
Notary Public Signature

ROSE PORTILLO
NOTARY PUBLIC
ID# 125405310
State of Texas
Comm. Exp. 08-22-2021

(Notary Seal Here)

THIS AREA FOR [illegible] S ONLY

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/01/2019 01:13:20 PM
TERRI 1 Page(s)
201906026588

Bobbie Koepp

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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: ASHTON SAN ANTONIO RESIDENTIAL, L.L.C

PROPERTY LEGAL DESCRIPTION:

Site Address: 622 INNSBRUCK

COPPER RIDGE THE ADDITION, SOUNTH PHASE

City/State: NEW BRAUNFELS, TX **Zip:** 78132

BLOCK M, LOT 29

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 ASHTON SAN ANTONIO RESIDENTIAL, L.L.C (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.

RECEIVED
AUG 02 2019
COUNTY ENGINEER

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

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: Contractor:

RECEIVED
AUG 02 2019
COUNTY ENGINEER

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

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

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

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

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

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

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

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

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

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

Client: _____ Contractor: _____

RECEIVED
AUG 02 2019
COUNTY

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

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

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

Approved by Contractor: _____

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client: _____

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

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

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

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

Client: _____ Contractor: _____

ON-SITE SEWERAGE FACILITY
SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: **July 12, 2019**

Site Location: **COPPER RIDGE the ADDITION SOUTH PHASE, BLOCK "M", LOT 29**

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.

RECEIVED
AUG 02 2019
COUNTY ENGINEER

SOIL BORING NUMBER **SURFACE EVALUATION**

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 – 4" / 1 / 2 / 3 / 4 / 5	**IV**	**CLAY**	**N/A**	**NONE OBSERVED**	**LIMESTONE @ 4"**	**BROWN**

SOIL BORING NUMBER **SURFACE EVALUATION**

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

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

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

07/12/19
Date

OSSF SOIL EVALUATION REPORT INFORMATION

Date: July 15, 2019

Applicant Information:

Name: ASHTON SAN ANTONIO RESIDENTIAL, LLC.
Address: c/o 23011 F.M. 306
City: CANYON LAKE State: TEXAS
Zip Code: 78133 Phone: (830) 935-4936

Site Evaluator Information:

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

Property Location:

Lot 29 LIZZAN LANE Unit SEE BELOW Blk M Subd. COPPER RIDGE the ADDITION
Street Address: 622 INNSBRUCK
City: NEW BRAUNFELS Zip Code: 78132
Additional Info.: SOUTH PHASE

Installer Information:

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

RECEIVED
AUG 02 2019
COUNTY ENGINEER

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

Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = _____ GPD

Residential Water conserving fixtures to be utilized? Yes X No_____
Number of Bedrooms the septic system is sized for: 4 Total sq. ft. living area 3253
Q gal/day = (Bedrooms +1) * 75 GPD - (20% reduction for water conserving fixtures)
Q = (4 +1)*75-(20%)= 300
Trash Tank Size 431 Gal.
TCEQ Approved Aerobic Plant Size 800 G.P.D.
Req'd Application Area = Q/Ri = 300 / 0.064 = 4688 sq. ft.
Application Area Utilized = 5654 sq. ft.
Pump Requirement 12 Gpm @ 41 Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent)
Dosing Cycle: _____ ON DEMAND or X TIMED TO DOSE IN PREDAWN HOURS
Pump Tank Size = 854 Gal. 16.1 Gal/inch.
Reserve Requirement = 100 Gal. 1/3 day flow.
Alarms: Audible & Visual High Water Alarm & Visual Air Pump malfunction
With Chlorinator NSF/TCEQ APPROVED
SCH-40 or SDR-26 3" or 4" sewer line to tank
Two way cleanout
Pop-up rotary sprinkler heads w/ purple non-potable lids
1" Sch-40 PVC discharge manifold
APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

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

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

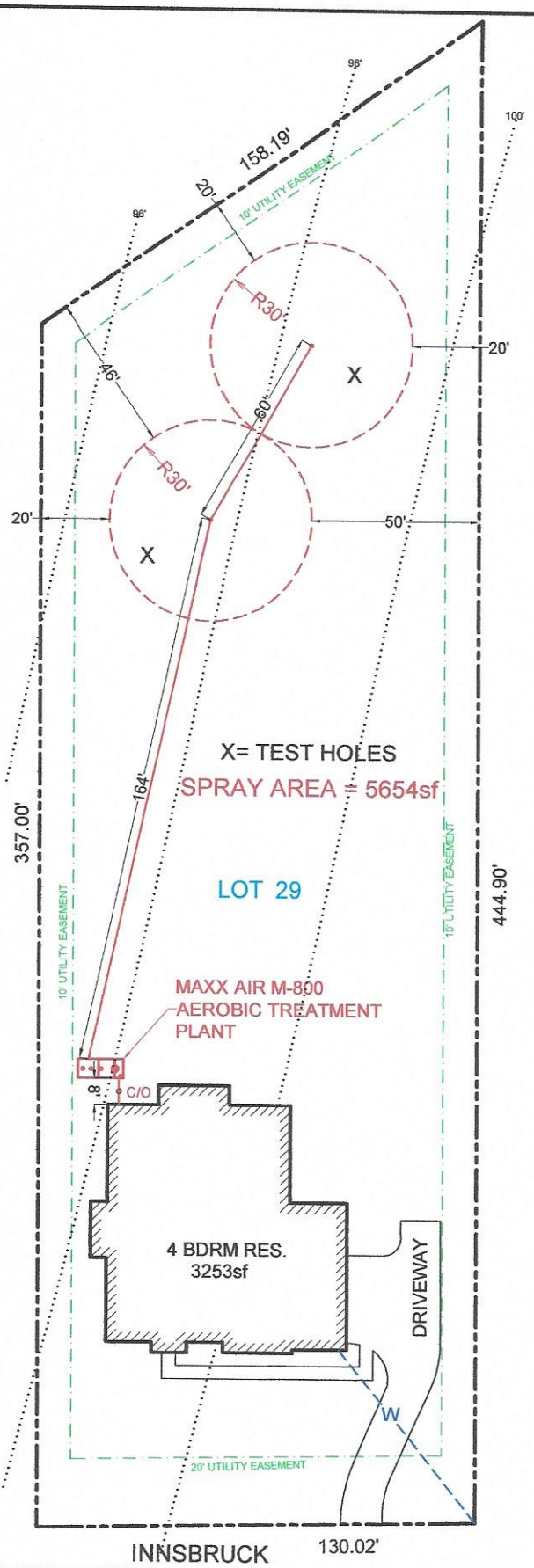
07/15/19
DATE

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

FIRM #2585

#109512

REVISED
11:01 am, Sep 25, 2019



STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: ASHTON SAN ANTONIO RESIDENTIAL, LLC.				DRAWN BY: EJS III	
STREET ADDRESS: 622 INNSBRUCK					
LEGAL DESC: COPPER RIDGE the ADDITION		UNIT/SECTION/PHASE: SOUTH	BLOCK: M	LOT: 29	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 7/15/2019	REVISED: 9/24/2019		

TANK NOTES:

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

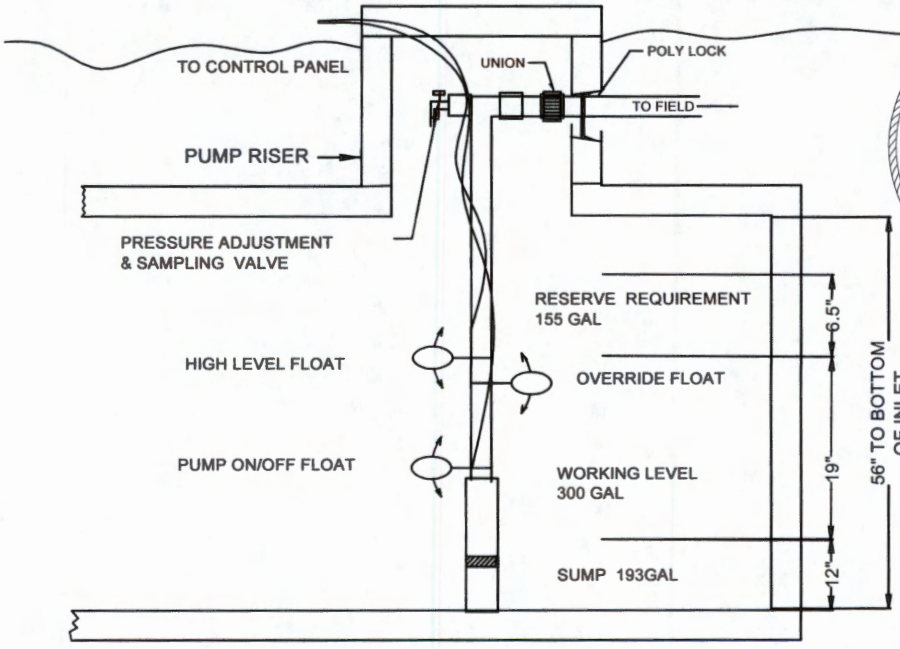
Tightlines to the tank shall be SCH-40 PVC.

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

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

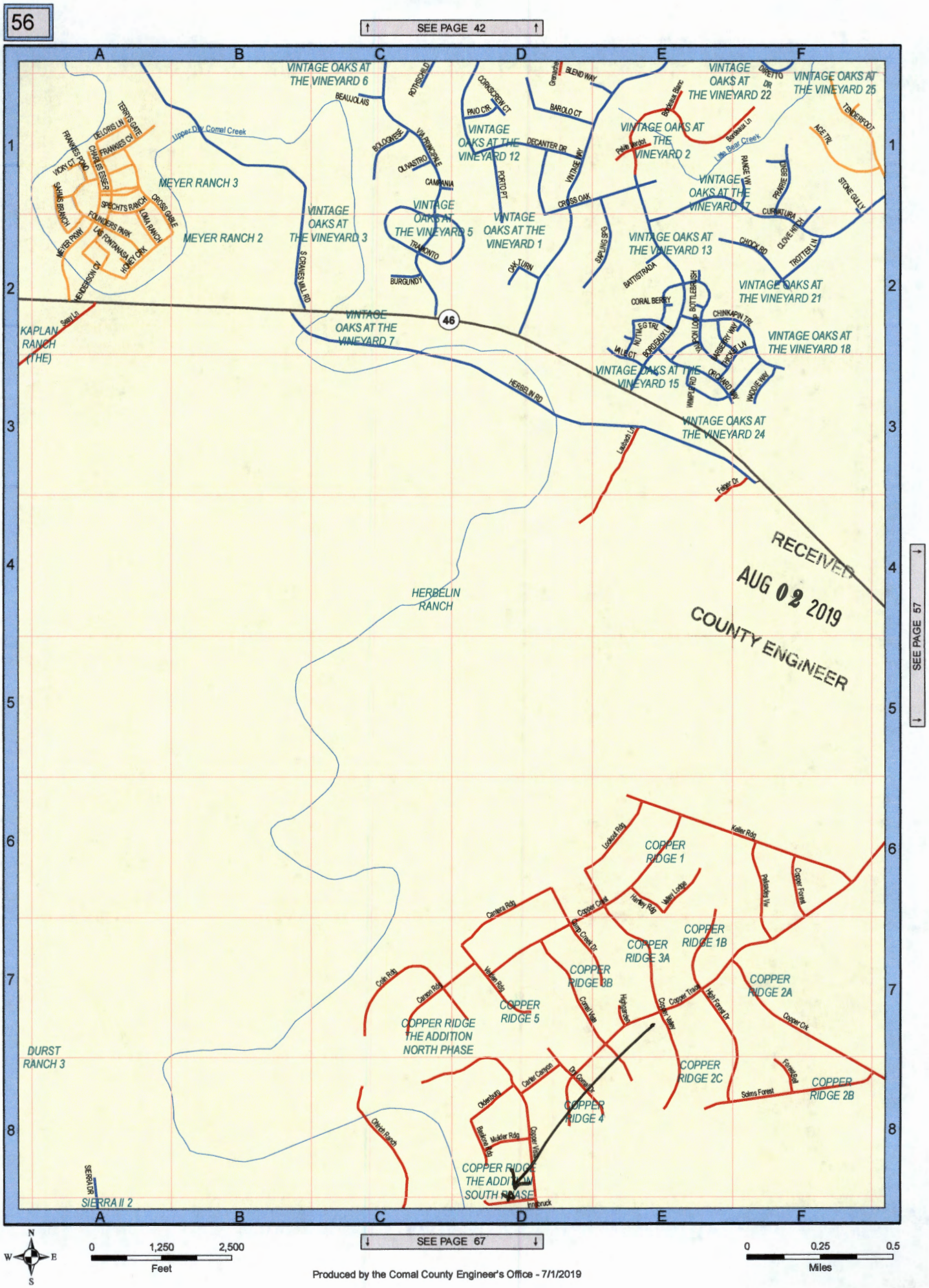
RECEIVED
AUG 02 2019
COUNTY ENGINEER

ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE

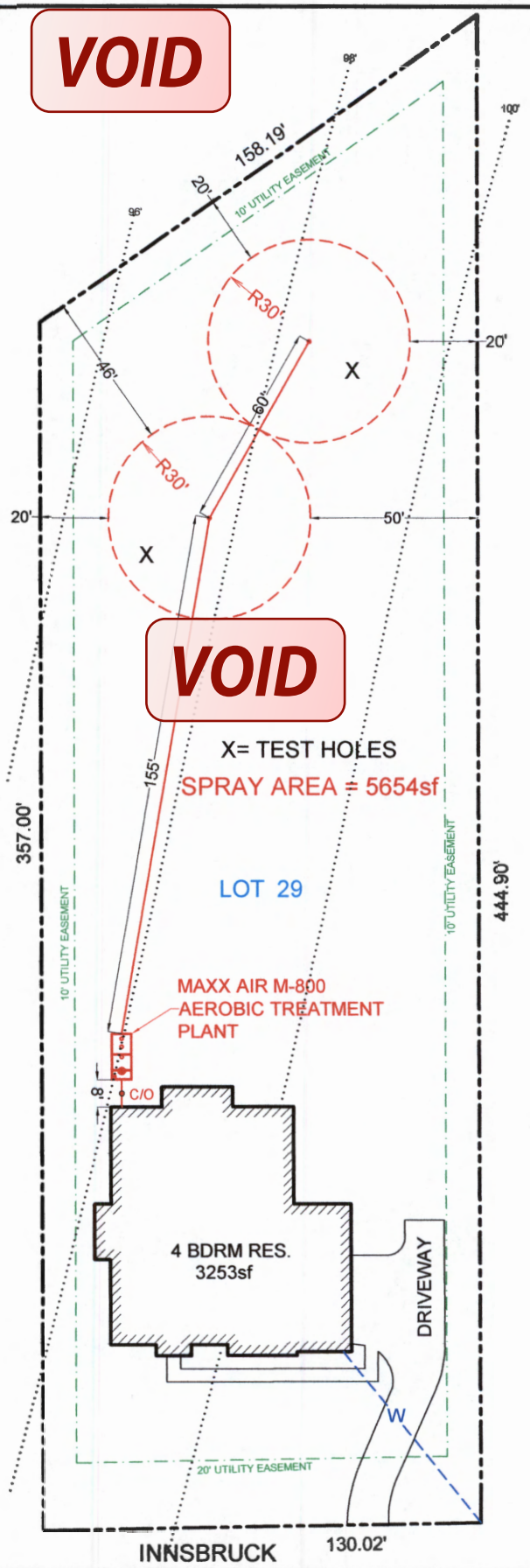


STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER
F-2585
07/12/19

TYPICAL PUMP TANK CONFIGURATION
MAXX AIR-M800 PUMP TANK


56
SEE PAGE 42
SEE PAGE 57
SEE PAGE 67
A
B
C
D
E
F
1
2
3
4
5
6
7
8
VINTAGE OAKS AT THE VINEYARD 6
VINTAGE OAKS AT THE VINEYARD 22
VINTAGE OAKS AT THE VINEYARD 25
VINTAGE OAKS AT THE VINEYARD 12
VINTAGE OAKS AT THE VINEYARD 2
VINTAGE OAKS AT THE VINEYARD 17
MEYER RANCH 3
MEYER RANCH 2
VINTAGE OAKS AT THE VINEYARD 3
VINTAGE OAKS AT THE VINEYARD 5
VINTAGE OAKS AT THE VINEYARD 1
VINTAGE OAKS AT THE VINEYARD 13
VINTAGE OAKS AT THE VINEYARD 21
VINTAGE OAKS AT THE VINEYARD 7
VINTAGE OAKS AT THE VINEYARD 18
VINTAGE OAKS AT THE VINEYARD 15
VINTAGE OAKS AT THE VINEYARD 24
KAPLAN RANCH (THE)
HERBELIN RANCH
DURST RANCH 3
SIERRA II 2
COPPER RIDGE 1
COPPER RIDGE 1B
COPPER RIDGE 3A
COPPER RIDGE 3B
COPPER RIDGE 2A
COPPER RIDGE 5
COPPER RIDGE THE ADDITION NORTH PHASE
COPPER RIDGE 2C
COPPER RIDGE 2B
COPPER RIDGE 4
COPPER RIDGE THE ADDITION SOUTH PHASE
Upper Dry Comal Creek
Lake Bear Creek
46
RECEIVED
AUG 02 2019
COUNTY ENGINEER
N
W
E
S
0
1,250
2,500
Feet
0
0.25
0.5
Miles
Produced by the Comal County Engineer's Office - 7/1/2019

VOID



VOID

VOID

RECEIVED
AUG 02 2019
COUNTY ENGINEER

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

OWNER: ASHTON SAN ANTONIO RESIDENTIAL, LLC.				DRAWN BY: EJS III	
STREET ADDRESS: 622 INNSBRUCK					
LEGAL DESC: COPPER RIDGE the ADDITION		UNIT/SECTION/PHASE: SOUTH	BLOCK: M	LOT: 29	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 7/15/2019	REVISED:		

VOID

STC/ 447062

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

SPECIAL WARRANTY DEED

Effective Date: June 17, 2019

RECEIVED
AUG 02 2019
COUNTY ENGINEER

Grantor: Shaggy Development, LLC, a Texas limited liability company

Grantor's Mailing Address (including county:

1202 W. Bitters, Bldg. 1, Suite 1200
San Antonio, Bexar County, Texas 78216

Grantee: Ashton San Antonio Residential, L.L.C., a Texas limited liability company

Grantee's Mailing Address (including county):

17319 San Pedro, Suite 140
San Antonio, Bexar County, Texas 78232

Consideration:

Ten Dollars and No/100 ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

Lots 29, 31 and 34, Block M, Copper Ridge The Addition, South Phase, a subdivision to the City of New Braunfels, Comal, Texas, according to the Map or Plat thereof recorded under Clerk's File No. 201806043789, of the Official Public Records of Comal County, Texas, together with all improvements thereon and all rights and appurtenances pertaining thereto, including, without limitation, any and all right, title and interest of Grantor in and to all roads, alleys, easements, streets, rights-of-way, and water courses adjacent to, abutting, or serving the Lots, strips and gores, rights of ingress and egress to the Lots, and all permits, approvals, privileges and

UNOFFICIAL

entitlements appurtenant to the Lots.

Exceptions to Conveyance and Warranty:

1. Standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent years.

2. The matters set forth in Exhibit "A" attached hereto and incorporated herein to the extent same currently exist and affect the Property or any portion thereof.

Grantor, for the Consideration and subject to 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor but not otherwise, except as to the Exceptions to Conveyance and Warranty. Grantor and Grantee acknowledge that taxes for the current year have been prorated as of the date hereof, the payment of which Grantee assumes.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were exchanged correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

SHAGGY DEVELOPMENT, LLC, a Texas limited liability company

By: _____
Name: Jaime L. Johnson
Title: Vice President

UNOFFICIAL

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 17 day of June, 2019, by **JAIME L. JOHNSON,** as Vice President of SHAGGY DEVELOPMENT, LLC, a Texas limited liability company, on behalf of said limited liability company.

Becky Thomas
Notary Public, State Of Texas

BECKY THOMAS NOTARY PUBLIC STATE OF TEXAS ID 1197353-6 EXP. 03-06-2021

Return To:

Ashton San Antonio Residential, L.L.C.
17319 San Pedro, Suite 140
San Antonio TX 78232

UNOFFICIAL

EXHIBIT "A"

TO

SPECIAL WARRANTY DEED

1. Plat recorded in Document No. 201806043789, Map and Plat Records, Comal County, Texas.

2. Agreement as to Declaration of Restrictive Covenants recorded in Document No. 200706042314, Official Public Records of Comal County, Texas.

3. Agreement as to Declaration of Restrictive Covenants recorded in Document No. 200706049882, Official Public Records of Comal County, Texas

4. Declaration of Covenants, Conditions and Restrictions for Copper Ridge Phase IIA, recorded in Document No. 201206041170, Official Public Records of Comal County, Texas.

5. Supplemental Declaration of Covenants, Conditions and Restrictions for Copper Ridge The Addition, South Phase recorded in Document No. 201906017772, Official Public Records of Comal County, Texas.

6. Oil, Gas and Mineral Lease, and all terms, conditions and stipulations therein as set forth in the instrument recorded in Volume 222, Page 881 and corrected in Volume 417, Page 157, of the Deed Records of Comal County, Texas.

7. Reservation of all rights to water as set forth in the instrument recorded under Clerk's File No. 201706034260, of the Official Public Records of Comal County, Texas.

8. Terms, conditions and provisions of an Affidavit as set forth in the instrument recorded under Clerk's File No. 201606047956, of the Official Public Records of Comal County, Texas.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
06/17/2019 01:53:54 PM
LAURA 4 Pages(s)
201906020752

Bobbie Koepp

UNOFFICIAL

COUNTY OF COMAL

COUNTY ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

items Date Received *initials*

Permit Number

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

- X Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- X Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- X Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- X Required Permit Fee
- 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

08/01/19
Date

____COMPLETE APPLICATION

Check No._____ Receipt No. _____

____INCOMPLETE APPLICATION

(Missing Items Circled, Application Refused)

Revised: January 2015

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

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

Permit #: 109512

To: Home Owner
622 Innsbruck
New Braunfels, TX 78132

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

Site: 622 Innsbruck, New Braunfels
Agency: Comal County
County:
Subdivision: Copper Ridge - South Phase

Installed:
Phone: (214) 882-1463
Cell:
Work:

Contract: 10/22/2019 - 10/22/2022
Inspections per year: 3
Service Due: 2/22/2020
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:	✓		

#1 2" 1" Scum
#2 1"
#3 2"

Water Meter Reading: _____ CFM: _____ PSI: _____

Test Results and observations: (As Required)
Fecal Coliform:
Chlorine Residual: 0.08
Test Method: dip
BOD:
TSS:
Commercial Lab:
Date Submitted:

Repairs made: Y / N

Repairs and Comments:
Adjust timer + 4 hrs

Inspector: _____ Date: _____

Area: / 0
GPS: 29.7388 -98.2569 ID = 1545

Printed: 2/10/2020

622 Innsbruck, New Braunfels

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

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

Permit #: 109512

To: Home Owner
622 Innsbruck
New Braunfels, TX 78132

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

Site: 622 Innsbruck, New Braunfels
Agency: Comal County
County:
Subdivision: Copper Ridge - South Phase

Installed:
Phone: (214) 882-1463
Cell:
Work:

Contract: 10/22/2019 - 10/22/2022
Inspections per year: 3
Service Due: 2/22/2020
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:	✓		

#1 2" 1" Scum
#2 1"
#3 2"

Water Meter Reading:_____ CFM: _____ PSI: _____

Test Results and observations: (As Required)
Fecal Coliform:
Chlorine Residual: 0.08
Test Method: dip
BOD:
TSS:
Commercial Lab:
Date Submitted:

Repairs made: Y / (N)

Repairs and Comments:
Adjust timer + 4 hrs

Inspector: _____ Date: _____

Area / 0
GPS: 29.7388 -98.2569 ID = 1545

Printed 2/10/2020

622 Innsbruck, New Braunfels

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

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

Permit #: 109512

To: Home Owner
622 Innsbruck
New Braunfels, TX 78132

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

Site: 622 Innsbruck, New Braunfels
Agency: Comal County
County:
Subdivision: Copper Ridge - South Phase

Installed:
Phone: (214) 882-1463
Cell:
Work:

Contract: 10/22/2019 - 10/22/2022
Inspections per year: 3
Service Due: **6/22/2020**
Alt Phone:
Warranty Ending:

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

Item	Operational	Inoperative	N/A
Aerator:			b
Irrigation pump:			
Air compressor:			
Disinfection device:			
Chlorine supply:			
Spray field vegetation:			
Sprinkler / Drip backwash:			
Photocell Test:			b
Autodialer:			b

Water Meter Reading: _____ CFM: _____ PSI: _____

Sludge 1 - 14"
2 - 0"
3 - 0"

Test Results and observations: (As Required)
Fecal Coliform: _____
Chlorine Residual: .06
Test Method: _____
BOD: _____
TSS: _____
Commercial Lab: _____
Date Submitted: _____

Repairs made: Y / N

Repairs and Comments: Screen 2"

Inspector: _____ Date: _____

Area: / 0
GPS: ~~29.7388 -98.2569~~ ID = 1545

Printed: 6/15/2020

622 Innsbruck, New Braunfels

29.729435
-98.264681

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

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

To: Home Owner
622 Innsbruck
New Braunfels, TX 78132

Printed:3/5/2021
Site: 622 Innsbruck
New Braunfels, TX 78132
(214) 882-1463

Permit #: **109512**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Sub: Copper Ridge - South Phase

Customer ID: 1545
Contract Dates: 10/22/2019 - 10/22/2022
Scheduled Date 2/22/2021 Inspection 4 of 9

GPS Coordinates - Latitude: 29.729435 Longitude: -98.264681

Service Type: Scheduled Inspection
Visit Date: 3/4/2021
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: 0.11

Sludge Levels
For Tank 1: 13
For Tank 3: 3

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments
Scum on pretreatment:6" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

☑ **Service Completed**

Insp ID #:8295

Owner signature: _____

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

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

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

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

To: Home Owner
622 Innsbruck
New Braunfels, TX 78132

Printed:6/14/2021
Site: 622 Innsbruck
New Braunfels, TX 78132
(214) 882-1463

Permit #: **109512**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Sub: Copper Ridge - South Phase

Customer ID: 1545
Contract Dates: 10/22/2019 - 10/22/2022
Scheduled Date 6/22/2021 Inspection 5 of 9

GPS Coordinates - Latitude: 29.729435 Longitude: -98.264681

Service Type: Scheduled Inspection
Visit Date: 6/11/2021
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: 2.20

Sludge Levels
For Tank 1: 4
For Tank 3: 6

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

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

☑ **Service Completed**

Owner signature:

Insp ID #:10254

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

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

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

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

To: Kerrick Hutchison
622 Innsbruck
New Braunfels, TX 78132

Printed:10/18/2021
Site: 622 Innsbruck
New Braunfels, TX 78132
(214) 882-1463

Permit #: **109512**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Sub: Copper Ridge - South Phase

Customer ID: 1545
Contract Dates: 10/22/2019 - 10/22/2022
Scheduled Date: 10/22/2021 Inspection 6 of 9

GPS Coordinates - Latitude: 29.729435 Longitude: -98.264681

Service Type: Scheduled Inspection
Visit Date: 10/12/2021
Method: Grab
Technician: Michale Albers
Maint. Provider: Ryan Seidensticker

☑ This counts as a type of "Scheduled Inspection"
Entered By: Danielle Jordan

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .2

Sludge Levels
For Tank 1: 7

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

☑ **Service Completed**

Insp ID #:12320

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: Kerrick Hutchison
622 Innsbruck
New Braunfels, TX 78132

Printed:6/15/2022
Site: 622 Innsbruck
New Braunfels, TX 78132
(214) 882-1463

Permit #: **109512**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Sub: Copper Ridge - South Phase

Customer ID: 1545
Contract Dates: 10/22/2019 - 10/22/2022
Scheduled Date: 6/22/2022 Inspection 8 of 9

GPS Coordinates - Latitude: 29.729435 Longitude: -98.264681

Service Type: Scheduled Inspection
Visit Date: 6/13/2022
Method: Grab
Technician: Nick Zigalo
Maint. Provider: Ryan Seidensticker

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

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .08

Sludge Levels
For Tank 1: 14
For Tank 2: 13
For Tank 3: 3

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments

☑ **Service Completed**

Scum = 4"
Screwed risers down, had no screws in them. - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:18671

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

License Info: MP0001708 Expires:

License Info: MT0002016 Expires: 12/31/2023

DocuSign Envelope ID: EAFD2332-CA7D-42AE-B006-58C25AC64273

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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

_____

_____

_____

Customer: Kerrick Hutchison

Site Address: 622 Innsbruck

City/State: New Braunfels **Zip:** 78132

County: Comal **Permit#:** 109512

Phone Number: _____

E-mail: _____

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

II. Effective Dates: This agreement commences on the date of License to Operate is issued for Three (3) years.

Date of License to Operate: 10.22.22 Last Date of Service: 10.22.24

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: kH Contractor: RS

DocuSign Envelope ID: EAFD2332-CA7D-42AE-B006-58C25AC64273

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

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

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

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

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

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

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

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

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

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

Client: DS kft

Contractor: RS

DocuSign Envelope ID: EAFD2332-CA7D-42AE-B006-58C25AC64273

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: _____ DocuSigned by: kerrick Hutchison 57A600FAD9F042A...

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

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

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

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

Client: DS _____ Contractor: _____

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

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

Printed:10/27/2022 Insp ID #:22268 Permit #: **109512**

To: Kerrick Hutchison
622 Innsbruck
New Braunfels, TX 78132

Main Phone: (214) 882-1463
Work:
Cell Phone: (210) 740-8796
Alt Cell:
Customer ID: 1545
Contract Dates: 10/22/2022 - 10/22/2024
Scheduled Date: 10/22/2022 Inspection 1 of 6
Installed: 10/22/2019
Warranty End: 10/22/2022

Agency: Comal County
County:
Sub: Copper Ridge - South Phase
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application
GPS Coordinates: Latitude: 29.729435 Longitude: -98.264681

Service Type: Scheduled Inspection
Visit Date: 10/26/2022
Method: Grab
Technician: Not Assigned
Maint. Provider: Ryan Seidensticker

☑ This counts as a type of "Scheduled Inspection"
Entered By: Nicole Loria
☑ Copy emailed to Customer
Customer Emailed: 10/27/2022

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

Sludge Levels
For Tank 1: 12
For Tank 2: N/A
For Tank 4: 10

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

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

Alarm: Operational

Comments

☑ **Service Completed**

- Scum on pretreatment 12 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 10/27/2022.

Site: 622 Innsbruck, New Braunfels, TX 78132

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

Luna Environmental
4222 FM 482
New Braunfels, TX 78132

(830) 312-8776
sherrie@lunaenvironmental.com

Printed:8/20/2023

Permit: 109512

Site: 622 Innsbruck, New Braunfels, TX 78132
Main Phone: 2148821463
Cell Phone: 2107408796

Kerrick Hutchison
622 Innsbruck
New Braunfels, TX 78132

Agency: Comal County
Subdivision: Copper Ridge - South Phase

System Info: MFG: Brand: MAXX AIR
Customer ID: 2944
Treatment Type: Aerobic
Disposal Type: Surface Application
Insp ID: 31526
Installed: 10/22/2019
Warranty Expiration: 10/22/2022

Visit Details <-------->

Visit Date: 8/11/2023
Entered By: Nicole Loria
GPS Lat: 29.729435 GPS Long: -98.264681
Scheduled Date: 6/22/2023
Contract Starts: 10/22/2022
Customer Emailed: 8/20/2023
Entered On: 8/20/2023
Contract Ends: 10/22/2024

Visit Results

Service Type: Scheduled Inspection
Count: Inspection 3 of 6
Method: Grab
Technician: Wes Magley
License # MT0002355
Expires 7/31/2025
Provider: Luna Environmental, LLC
☑ Service Completed

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .2

Sludge Level Tank 2: N/A
Sludge Level Tank 3: 1
Sludge Level Tank 4: 3

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

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

Alarm: Operational

PSI Pressure: 2.3

Comments

- Scum on pretreatment 14-break in distribution line-called h/o no answer - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 8/20/2023.