

00/22/2010

COMAL COUNTY

ENGINEER'S OFFICE

Domait Manaham

100577

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:	09/23/2019		Permit Number:	109577
Location Description:	211 CREEKW SPRING BRAN	TOOD CT NCH, TX 78070		
	Subdivision: Unit: Lot: Block: Acreage:	The Springs at Rebecca Creek Section 3A 114	k	
Type of System:	Aerobic Surface Irrigation	on		
Issued to:	Daniel M. Wall	ker & Kelley E. Walker		

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

Issued This Dates

- 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

OS0032485

ENVIRONMENTAL HEALTH COORDINATO

ENVIRONMENTAL HEALTH INSPECTOR

		OSSF In:	spection S	and the second second state of the second			and and a second	
Ist Inspection Date: 9-16	r		OSSF Installer	#: 05002623	2	2.2	2 10	
1st Inspection Date: 9-16 Inspector Name:	-19	2nd inspection Da Inspector Name:	ite:	3rt Inspectio	n Date	Com	-19	
Permit#: 109577		inspector name.	Address 211	Creetword Gt.				Repra
Description SITE AND SOIL CONDITIONS &	Amuser	Citations 285.31(a)		Notes	T	st Insp.	2rid anop.	3rd Inc
SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	1	285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)						Providence -
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	1	285.91(10) 285.30(b)(4) 285.31(d)				-		
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	1	285.32(ə)(1)			-	-		
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	1	285.32(a)(3)			1	/		
SEWER PIPE Two Way Sanitary - Type Cleanout Property Installed (Add. C/O Every 100' &/or 90 degree bends)	1	285.32(a)(5)			-	/		
PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1) (E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(i)						
PRETREATMENT Grease Interceptors if required for commercial		285.34(d)						

*				Environmental Health spection Sheet			Lind
No.	Description APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	Amonar	Cliations 285.33(d)(2)(G)(III)(III)285.3 3(d)(2)(G)(III)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(III) 285.33(d)(2)(G)(II) 285.33(d)(2)(G)(II) 285.33(d)(2)(G)(III)(I) 285.33(d)(2)(G)(III)(I)	Notas	ist Insp.	Znd Insp.	And imp.
	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)	cover wocho spray area pa plan	T		
42	APPLICATION AREA Area Installed	/		su slan	1		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements			T			
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

-		0331 113	spection S		~/			
Installer Name: <u>SUOV</u> C 1st Inspection Date: 9-10	r		OSSF Installer	#: 05002623	8			
		2nd Inspection Dat	te:	3rd Inspectio				
Inspector Name: Connor	-	Inspector Name:		Inspecto	r Nam			0.
Permit#: 109577			Address: 21	, ,,	1		rings @	
Description SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	Anwser	Citations 285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii)		Notes		st insp. '	2nd Insp.	3rd Insp
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	/	285.91(10) 285.30(b)(4) 285.31(d)			-	/		
EWER PIPE Proper Type Pipe from Structure to Disposal System Cast Iron, Ductile Iron, Sch. 40, SDR 26)	1	285.32(a)(1)			/	-		
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	/	285.32(a)(3)			-			
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	/	285.32(a)(5)			1			
PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(F) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii) 285.32(b)(1)(E)(ii)(I)						
PRETREATMENT Grease Interceptors if required for commercial		285.34(d)						

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

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

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
32	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	/	285.32(c)(1)		1		
33	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	1111			1111		
	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with	/			/		
35	Chlorine Tablets in Place. PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	/			/		

No.	Description	Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	/	285.33(d)(2)(G)(iii)(II)285.3 3(d)(2)(G)(iii)(III)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)		-		
40	APPLICATION AREA Low Angle						
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42	APPLICATION AREA Area Installed	/		pa plan			
	PUMP TANK Meets Minimum Reserve Capacity Requirements			1 4		24.2	
43							
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:	109577
Issued This Date:	08/21/2019
This permit is hereby given to:	Daniel M. Walker & Kelley E. Walker

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

211 CREEKWOOD CT SPRING BRANCH, TX 78070

Subdivision:The Springs at Rebecca CreekUnit:Section 3ALot:114Block:Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

Date	Permit # 1095 77
Owner Name DANIEL M. WALKER & KELLEY E. WALKER	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 Ag	ent 🔀 Both Method: 🗌 Mail 🕅 Email
Subdivision Name SPRINGS AT REBECCA CREEK	Unit SEC 3A Lot 114 Block
Acreage/Legal	
Street Name/Address 211 CREEKWOOD COURT	City SPRING BRANCH Zip 78070
Type of Development:	
X Single Family Residential	RECEIVED
Type of Construction (House, Mobile, RV, Etc.)	HOUSE
Number of Bedrooms 3	AUG 1 3 2019
Indicate Sq Ft of Living Area 2396	COUNTY ENGINEER
Non-Single Family Residential	COOld L
(Planning materials must show adequate land area for doubling the re	equired land needed for treatment units and disposal area)
Type of Facility	
Offices, Factories, Churches, Schools, Parks, Etc Indicate I	Number Of Occupants
Restaurants, Lounges, Theaters - Indicate Number of Seats	
Hotel, Motel, Hospital, Nursing Home - Indicate Number of Be	
Travel Trailer/RV Parks - Indicate Number of Spaces	
Miscellaneous	
Estimated Cost of Construction: \$ 122,708 (Structu	ire Only)
Is any portion of the proposed OSSF located in the United State	es Army Corps of Engineers (USACE) flowage easement?
Yes X 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 facts.	s not contain any false information and does not conceal any material
- Authorization is hereby given to the permitting authority and designated site/soil evaluation and inspection of private sewage facilities	agents to enter upon the above described property for the purpose of
- I understand that a permit of authorization to construct will not be issued by the Comal County Flood Damage Prevention Order.	
- I affirmatively consent to the online posting/public release of my e-mail	audress associated with this permit application, as applicable.
Cianature of Owner	

Z Date

Signature of Owner

Page 1 of 2 Revised April 2019

namining materials & one Evaluation as Ren	equired Completed By FRANK ABUIL	TRE
System Description	SPENY	and a second
		an a
Size of Septic System Required Based on F	4 4	lice
Tank Size(s) (Gallons)	Absorption/Application Area (Sq Ft)	133
Gallons Per Day (As Per TCEQ Table III)	240	
Sites generating more than 5000 gallons per day	ay are required to obtain a permit through TCEQ.)	
the property located over the Edwards Re	echarge Zone? 🔲 Yes 🗙 No	RECEIVED
yes, the planning materials must be completed	ed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))	AUG 1 3 2019
there an existing TCEQ approved WPAP	for the property? TYes No	
	SF design complies with all provisions of the existing WPAP.)	COUNTY ENGIN
there is no existing WPAP, does the proper	esed development activity require a TCEQ approved WPAP? [Yes No
	SF design will comply with all provisions of the proposed WPAP. A Per- osed WPAP has been approved by the appropriate regional office.)	mit to Construct will not
the property located over the Edwards Co	ontributing Zone? Yes 🔲 No	
there an existing TCEQ approval CZP for		
	SF design complies with all provisions of the existing CZP.)	
there is no evicting COP manufic property	ed development activity require a TCEQ approved CZP?	res 🗖 No
yes, the R.S. or P.E. shall certify that the OSSI	Section will comply with all previsions of the proposed CZP. A Permi s been approved by the appropriate regional office.)	
this property within an incorporated city?	Yes X No	
and property mann at most portice city		
yes, indicate the city:		
signing this application, I certify that:		
signing this application, I certify that:	rect to the best of my knowledge.	, as applicable.
signing this application, I certify that:		, as applicable.

AFFIDAVIT



THE COUNTY OF COMAL STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

Ι

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

AUG 1 3 2019

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

П

3A	UNIT/PHASE/SECTION	BLOCK	114	LOT	SPRINGS AT REBECCA CREEK	SUBDIVISION

IF NOT IN SUBDIVISION: ______ ACREAGE ____

SURVEY

The property is owned by (insert owner's full name): DANIEL M. WALKER & KELLEY E. WALKER

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 3 DAY OF	July ,20 <u>19</u>
x Qol	D'ANIEL M. WALKER
x 120	KELLEY E. WALKER
Owner(s) signature(s)	Owner (s) Printed name (s)
DANIEL & KELLY SWORN TO	AND SUBSCRIBED BEFORE ME ON THIS 3rd DAY OF
Notary Public Signature	THIS AREA FOR COMAL COUNTY OF ERE RECORDING SUFTOSES ONLY Filed and Recorded Official Public Records Bobbie Koepp, County Clerk
"Official Seal" Notary-Public Camisha Carlon State Of Alasta Commission (1600)1907 Expires (0/01/2020	Comal County, lexas 07/11/2019 01:20:38 PM TERRI 1 Page(s) 201906023836
(Notary Seal Here)	Babbie Koepp

Supply
Service

PAUL SWOYER SEP	TIC SUPPLY & EIVED
SERVICE	AUG
23011 FM 306	· · · · · · · · · · · · · · · · · · ·
CANYON LAKE, TX	78133 UNTY 5
MP#0001708	78139 UNTY ENGINEER
CHRISTOPHER RYA	

	Customer: DANIEL M. WALKER & KELLEY E. WALKER			
PROPERTY LEGAL DESCRIPTION:	Site Address: 211 CREEKWOOD COURT			
	City/State: SPRING BRANCH, TX Zip: 78070			
	County: COMAL Permit#:			
	Phone Number: <u>817 917 7553</u>			
	E-mail: Pmalk 165pgmail.co-			

- I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between
 DANIEL M. WALKER & KELLEY E. WALKER
 (hereinafter referred to as "Client") and PS Supply & Service LLC.
 (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein (the "Services"), and the client agrees to fulfill his/her/their responsibilities under this agreement herein.
- II. Effective Dates: This agreement commences on the date of License to Operate is issued for Three (3) years.

Date of License to Operate: LTO Last Date of Service: 3 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.

Contractor: Client:

RECEIVED AUG 1 3 2019

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

Client:

Contractor: 125

- XIV. Headings. The Article and Section headings in this Agreement are for the convenience of reference only and do not constitue are for the provisions hereof.
- COUNTY GOVERNING LAW AND CHOICE OF VENUE. EACH OF THE PARTIES HERETO HEREBY CONSENTING XV. EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNTER 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: Approved by Client:

MP#0001708 CHRISTOPHER RYAN SEIDENSTICKER

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 he 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:



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

San Antonio, Texas 78247-4490 210.275.7866 <u>frankseptic45@gmail.com</u>

PLANNING MATERIALS FOR A SEPTIC SYSTEM IN COMAL COUNTY Sind asin RECEIVED

AUG 1 3 2019

DATE, FIELD WORK: 10 July 2019

COUNTY ENGINEER

THE PLAYERS:

Property owner: Daniel & Kelley Walker, c/o Paul Swoyer, 18382 FM 306, Suite #101, Canyon Lake TX 78133; 830-935-4936; <u>katelin@paulswoyerseptics.com</u> 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

<u>THE PROPERTY:</u> Street numerical address: 211 Creekwood Court Legal description: Lot 114, Section 3, The Springs At Rebecca Creek

<u>Contributing zone</u>: 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, 2396 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:

<u>Collection</u>: (It is crucial that all sewer drops exiting this home/building be as shallow as possible, still meeting elevation plumbing requirements in the slab. <u>This design</u> <u>assumes a shallow sewer drop exit.</u>) About 10' of tightline from the house to the ATLRECEIVED

with a cleanout within 3' of the house. Sind agin

AUG 1 3 2019

<u>Pre-treatment</u>: Single compartment (trash) tank in front of the ATU <u>Treatment</u>: 600 gpd MAXX AIR ATU (aerobic treatment unit) with disinfection The system to be installed must be done so in <u>STRICT ACCORDANCE WITH ALL</u> <u>MANUFACTURER'S RECOMMENDATIONS</u> by a Class II septic system installer. <u>Water pump requirements</u>: 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.

<u>Supply line size</u>: 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 4155 SF and shall consist of three 21' 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' x 5' x 5' = 125 CF X 7.48 gal/CF = 935 gal (Actual tank capacity) <u>935 gal</u> = 15.58 gal/inch 60" depth

Volume needed for a single dose = 240 gal/2 = 120 gal.

<u>120 gal</u> = 8" needed between the "Off" and "On" switches 15.58 gal/in

Volume needed between the "On" and "Alarm" switches = 1 day's volume = 240 gal

<u>240 gal</u> = 15" needed between the "On" and "Alarm" switches 15.58 gal/in

Volume required above the "alarm" switch = 1/3 day's volume = 80 gal.

<u>80 gal.</u> = 6" needed above the "alarm" switch 15.58 gal/in

Locations of float switches:

Distance between the OFF and ON switches = 8" + Distance between the ON and Alarm switches = 15" + Distance between the Alarm switch and Inlet = 6" Minimum working depth required = 29" 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 = 37"

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. Sind Rain

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 rnay not result in a septic system that meets the property owner's EXPEC TATIONS of it providing dependable, long-lasting

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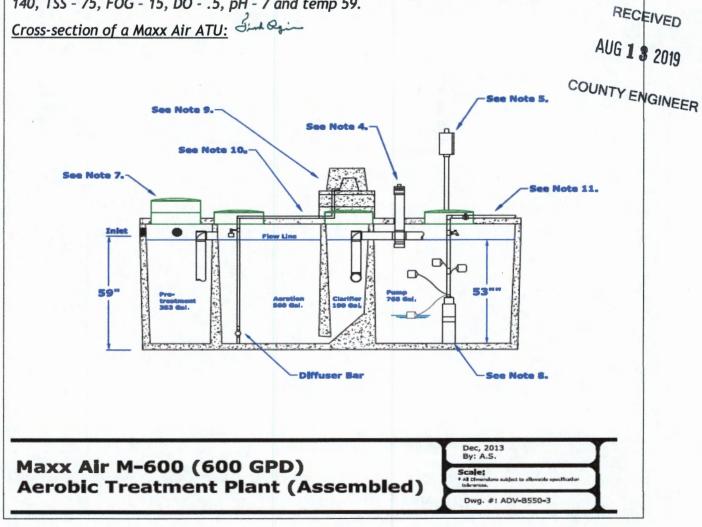
AUG 1 3 2019

COUNTY ENGINEER

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 longlasting, dependable service IF and ONLY IF the owner of the system includes these three items:

- a. Management The sewage that is sent to the system must be within both its quantitative and qualitative design limits.
- b. Monitoring Every system must be closely watched for any signs of failure. The best monitoring includes specific measurements of its various characteristics.
- c. 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.

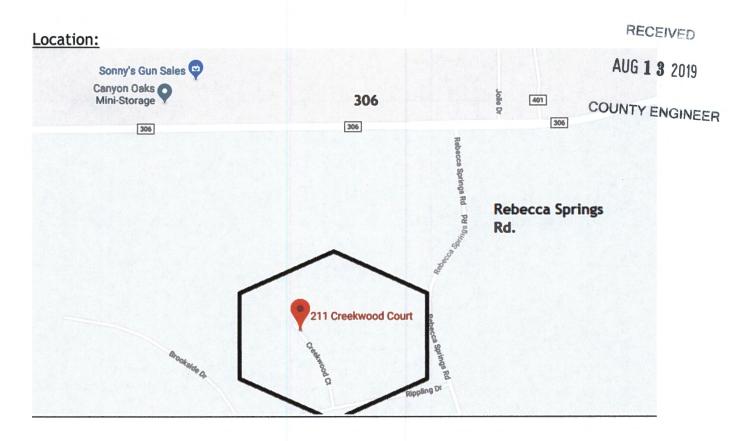


It is the owner's responsibility to ensure that the aerobic treatment unit is under a PAID contract with a licensed "maintenance provider. The unit must be checked and tested ONCE EVERY 4 MONTHS [Regulation #285.91 (4)] for the life of the unit and test results shall be submitted to the local septic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

R

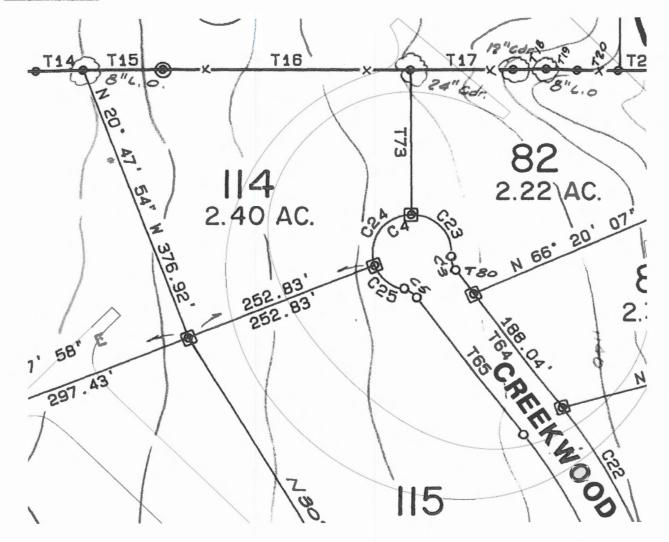
Frank Aguirre, Registered Sanitarian, Lic. 994, Site Evaluator, Lic. 10807, TCEQ Designated Representative Lic. 30400, NAWT Certified Inspector, Lic. 13671TC



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Property plat:



<u>Property deed</u>: See attached <u>Maintenance agreement</u>: See attached <u>ATU affidavit</u>: See attached

Site evaluation:

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Name: Daniel & Kelley Walker Location: 211 Creekwood Court Date: 10 July 2010 Site Evaluator: Frank Aquirre, 16159 Old Stable Pd

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

Depts (Fest)	Testare Class	Suil Tunne	Structure (For Class III- blocky, platy or manifes	Deninge (Matthat Water Table)	Ratricive Heriam	Charrystiens
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High head pump graph:

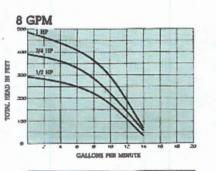
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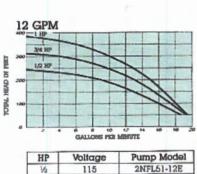
COUNTY ENGINEER

High Head Filtered Effluent Pumps

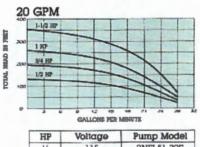
½, ¾, 1 and 1½ HP 8, 12, 20, 25, and 35 GPM 4" Diameter Submersibles



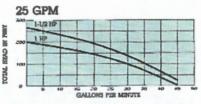
HP	Voltage	Pump Model
1/2	115	2NFL51-8E
1/2	230	2NFL52-8E
3/4	230	2NFL72-8E
1	230	2NFL102-8E



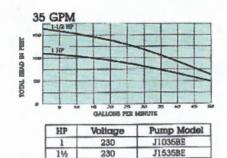
- 1	nr I	volidye	Forth Moder
1	1/2	115	2NFL51-12E
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I	1	230	2NFL102-12E

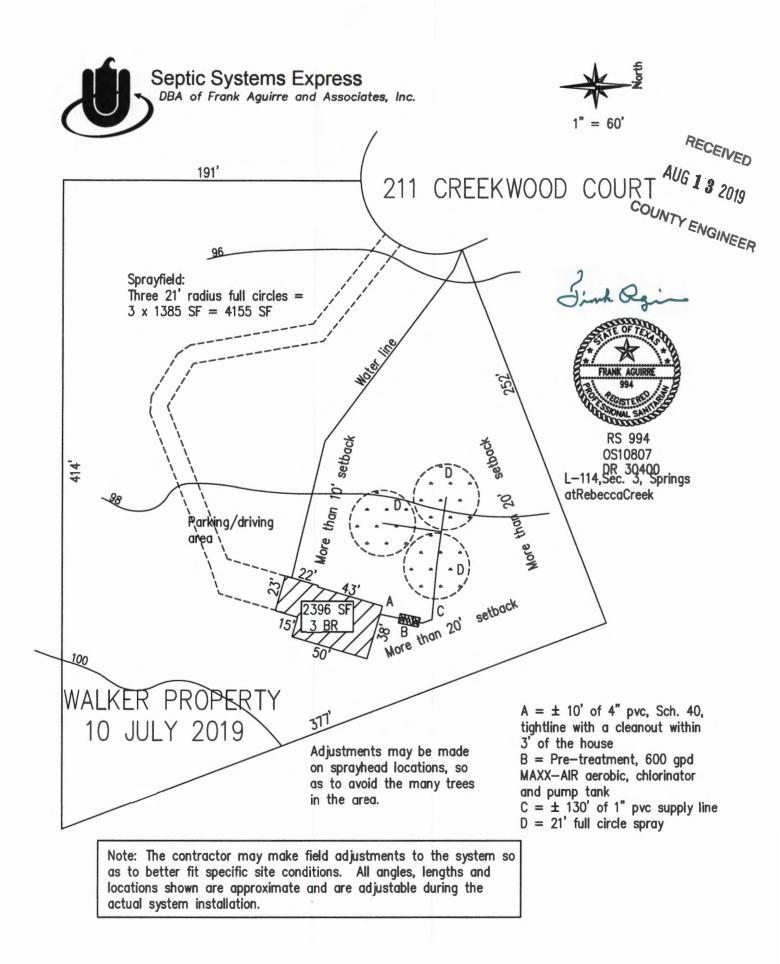


MP	volidge	Pump Model
1/2	115	2NFL51-20E
1/2	230	2NFL52-20E
3/4	230	2NFL72-20E
1	230	2NFL102-20E
11/2	230	2NFL152-20E



HP	Voltage	Pump Model
1	230	J1025BE
11/2	230	J1525BE





201906023803 07/11/2019 11:47:19 AM 1/15



After Recording Mail To: Security National Life Insurance Company ATTN: Construction Post Closing Dept. 5300 South 360 West, Ste. 200 Murray, UT 84123

Prepared By: Robertson Anschutz Vetters, LLC 1500 CityWest Bonlevard, Sts. 700 Houston, TX 77042

CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT (Residential)

Loss No. 948404-C

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.

THIS INSTRUMENT SECURES AN OBLIGATION THAT MAY INCREASE AND DECREASE FROM TIME TO TIME.

THE STATE OF TEXAS

COUNTY OF Comal

KNOW ALL MEN BY THESE PRESENTS:

THIS CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT (hereinafter called "Mortgage") made and entered into as of the Sixth day of June, 2019, between Daniel M. Walker and Kelley E. Walker, husband and wife whose address is 21619 Bear View Place, Chugwick, AK 99567 (hereinafter called "Grantor") and Security National Life Insurance Company, with offices at 5300 South 360 West, Ste. 200, Murray, UT 84123 (hereinafter called "Beneficiary");

WITNESSETH:

To secure the payment of the Indebtedness hereinafter described and the performance of the covenants and obligations herein contained and in consideration of the sum of TEN and NO/100 (\$10.00) DOLLARS and other valuable consideration in hand paid by Beneficiary to Grantor and in consideration of the debts and trusts hereinafter mentioned, the receipt and sufficiency of all of which is hereby acknowledged, Grantor by these presents does hereby BARGAIN, GRANT, SELL, ASSIGN, MORTGAGE, TRANSFER and CONVEY unto Ruth W. Garner, Trustee whose address is 1500 Citywest Boulevard, Sta. 700, Heuston, TX 77042, as Trustee (hereinafter called "Trustee") and his successors and substitutes in trust hereunder, for the use and benefit of Beneficiary, the following described real and personal property, rights, titles, interests and estates (which are hereinafter collectively called the "Mortgaged Properties"), to-wit:

(DoD) RA0721391 - sicoastix, inc - Rev. 07/31/2018 Page 1

Loss No.: 948404-C

EXHIBIT "A"

Lot 114, THE SPRINGS AT REBECCA CREEK, SECTION 3A, Comal County, Texas, according to map or plat thereof recorded in Volume 10, Pages 29-30, Map and Plat Records of Comal County, Texas

(DoD) RA0721391 - ExhibitA.rs - 04/19/2017

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AFTER RECORDING MAIL TO: Daniel M. Walker 211 Creekwood Ct Spring Branch, TX 78070

Prepared By: Robertson Anschutz Vetters, LLC 1500 CityWest Boulevard, Ste. 700 Houston, TX 77042

GENERAL WARRANTY DEED

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.

THAT Victor Gregory Cofield and June Doris Cofield, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Daniel M. Walker and Kelley E. Walker, husband and wife, hereinafter called "Grantee", whose mailing address is 211 Creekwood Ct, Spring Branch, TX 78070, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of Two Hundred Twenty-Six Thousand Four Hundred Dollars (\$226,400.00), of even date herewith, payable to the order of Security National Life Insurance Company, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to Ruth W. Garner, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in Comal County, Texas, to-wit:

See Exhibit "A" attached hereto and made a part hereof for all purposes

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

Page 1 (DoD) RA0721391 - WDIndv.tx - Rev. 05/09/2019

AUG 1 3 2019 COUNTY ENGINEER

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Note, and thus said Vendor's Lien and Deed of Trust Lien against said Property securing the payment of said Note, are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the Property by virtue of said liens.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

NOTWITHSTANDING any provision in this general warranty deed to the contrary, Grantees acknowledges and agrees that Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property; (b) the suitability of the Property for any and all activities and uses of purchaser; (c) the merchantability, profitability or fitness for a particular purpose of the Property; (d) the manner or quality of the construction or materials, if any, incorporated into the Property; and (e) the manner, quality, state of repair or lack of repair of the Property.

****THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK****

(DoD) RA0721391 - WDIndv.tx - Rev. 05/09/2019

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

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But it is expressly agreed that the Vendor's Lien and Superior Title, to the extent of \$58,000.00, is retained in favor of the Payce of said Note against the above-described Property and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

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 changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

date: June Dle, 2019 Executed date:

Page 3 (DoD) RA0721391 - WDIndy.or - Rev. 05/09/2019

State of Man and County of Howard

This instrument was acknowledged before me on [Date] ______ by Victor Gregory Cofield and June Doris Cofield.

Notary Public: check the appropriate box - and only one box - as applicable to this notarial act:

- This notarial act is a traditional notarization. The person(s) acknowledging is/are physically appearing before me.
- This notarial act is an online notarization. The person(s) acknowledging is/are appearing before me by an interactive two-way audio and video communication that meets the online notarization requirements under Subchapter C, Chapter 406, TX Government Code, and rules adopted under that subchapter.

(Official Seal or Stamp)

SHEHNAAZ MUNAWARALI RAJAN NOTARY PUBLIC HOWARD COUNTY MARYLAND My Commission Expires 10-26-2022 Notary Public Signature of Notarial Officer) Shelmoge Coja'n (Printed Name of Notarial Officer) My commission expires: UD-26,22

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Page 4 (DoD) RA0721391 - WDIndv.tr - Rev. 05/09/2019

State of Mary ar County of How

This instrument was acknowledged before me of by [Name(s) of Person(s) Acknowledging]	n [Date]	61	6/20	e.		
by [Name(s) of Person(s) Acknowledging] VICHY	area	orei	Cofie	dl.	lune Dovis	Cotield
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(Official Seal or Stamp)

of Notarial Officer) Notary Public (Printed Name of Notarial Officer) 10.26.22 My commission expires:

SHEHNAAZ MUNAWARALI RAJAN NOTARY PUBLIC HOWARD COUNTY MARYLAND My Commission Expires 10-26-2022

State of Mauflan County of

This instrument was acknowledged before me of by [Name(s) of Person(s) Acknowledging] VICLOY CA	Date 6	6/2019		-	
by [Name(s) of Person(s) Acknowledging] Vielor Ch	Cofield	d'I June	Doris	Colida	

Notary Public: check the appropriate box - and only one hox - as applicable to this notarial act:

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Official Seal OTAHY PUBLIC	Notiry Phillic (Signature of Notarial Officer) Shemser Kajan		
MARYLAND My Commission Expires 10-28-2022 State of Maryland	(Printed Name of Notarial Officer) My commission expires: 10.26.22		
County of Howard	662019		

/

Notary Public: check the appropriate box - and only one box - as applicable to this notarial act.

by [Name(s) of Person(s) Acknowledging] Vietor G - Coffeld

- This notarial act is a traditional notarization. The person(s) acknowledging is/are physically appearing before me.
- This notarial act is an online notarization. The person(s) acknowledging is/are appearing before me by an interactive two-way audio and video communication that meets the online notarization requirements under Subchapter C, Chapter 406, TX Government Code, and rules adopted under that subchapter.

Notary Public (Signature of Notarial Officer) Shelm age (Prinsed Name of Notarial Officer) (Prinsed Name of Notarial Officer) My commission expires: ______ 10-26-22

NO.

lune

(Official Seal or Stamp)

SHEHNAAZ MUNAWARALI RAJAN NOTARY PUBLIC HOWARD COUNTY MARYLAND My Commission Expires 10-28-2022

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

Printed:12/24/2019 Site: 211 Creekwood Court

(817) 917-7553

Spring Branch, TX 78070

To: Daniel Walker 211 Creekwood Court Spring Branch, TX 78070

			(017) 917-7555
Permit #: 109577		Customer ID: 1432	
Agency: Comal County		Contract Dates: 9/23/20	19 - 9/23/2022
County: Mfg / Brand: - MAXX AIR	Sub: The Springs at Rebecca Creek	Scheduled Date: 1/23/20	20 Inspection 1 of 9
reatment Type: Aerobic Disposal: Surface Application	GPS (Coordinates - Latitude: 29.9359	Longitude: -08 3717
			pe of "Scheduled Inspection"
Service Type: Scheduled	nspection	Entered By: Noe	
Visit Date: <u>12/24/2019</u>		Entered by. <u>Hoo</u>	
Method: <u>Grab</u>			
Technician: Ryan Seidenstic	ker		
Maint. Provider: Ryan Seidenstic	ker		
	Sludge Levels		
Filters: Operational	For Tank 1: <u>0"</u>		
Irrigation Pumps: Operational	For Tank 2: <u>0"</u>		
Disinfection Device: Operational	For Tank 3: <u>0"</u>		
Chlorine Supply: Operational			
Chlorine Residual: <u>.01</u>			
	Air Filter: Good		
	-	Sprinkler Drip Ba	ackwash: Good
	Tank Lid / Riser: Secured		
Electric Circuits: Operational			
Distribution System: Operational	Color: Good		
Sprayfield Veg: Operational	Odor: Good		
Alarm: Operational			
Comments			Service Completed
Scum on pretreatment: 0" - Technici	an Secured the Tank Lid and/or Riser	prior to leaving location.	
			Insp ID #:3052
Provider: Christopher Ryan Sei	danstichar Technician	Christopher Ryan Seid	Consticher
PS Septic Supply & Se		PS Septic Supply & Sei	
License #: MP0001708		: MP0001708	Expires: 9/1/2023
LIGHING #. MPUUU1708	License #	· IVIPUUU 1708	LAPIES. 9/1/2023

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

Printed:9/17/2020 Site: 211 Creekwood Court

(817) 917-7553

Spring Branch, TX 78070

To: Daniel Walker 211 Creekwood Court Spring Branch, TX 78070

Permit #: 109577

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

Sub: The Springs at Rebecca Creek

GPS Coordinates - Latitude: 29.9359 Longitude: -98.3717

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

Service Type: Scheduled Inspection

Visit Date: 9/16/2020 Method: Grab Technician: Ryan Seidensticker Maint. Provider: Ryan Seidensticker

Chlorine Residual: N/A

Comments No access - called left voicemail - no callback

Service Completed

Insp ID #:5859

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

Customer ID: 1432 Contract Dates: 9/23/2019 - 9/23/2022

Scheduled Date: 9/23/2020 Inspection 3 of 9

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

Permit #: 109577

To: Daniel Walker 211 Creekwood Court Spring Branch, TX 78070		Tech: Not Assigned Brand/Mfg : MAXX AIR - System S/N: Aerator and S/N:		
Site: 211 Creekwood Court.	Spring Branch		Installed:	Contract: 9/23/2019 - 9/23/2022 Inspections per year: 3
Agency: Comal County County Subdivision: The Springs at Rebeck	ca Creek		Phone: (817) 917-7553 Cell: Work:	Service Due 5/23/2020 Alt Phone: Warranty Ending:
Inspection Type:	Inspe	ction # of	for the contract year	
Item Aerator: Irrigation pump: Air compressor: Disinfection device: Chlorine supply: Spray field vegetation: Sprinkler / Drip backwash: Photocell Test: Autodialer: Water Meter Reading: Test Results and observation Fecal Coliform:		Inoperative	N/A 1 ⊂ 2 ⊂ 3 ⊂ 4	24 28 5
Chlorine Residual: Test Method: BOD: TSS: Commercial Lab: Date Submitted:			- 5	
Repairs made: Y / N				
Repairs and Comments:		516m -		
Inspector:	4		Area: /0	Printed 5/21/2020
		2		ID = 1432

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

Permit #: 109577

To: Daniel Walker			Tech: Not As	
211 Creekwood Court			Brand/Mfg * MAXX	AIR -
Spring Branch, TX 78070		System S/N: Aerator and S/N		
Site: 211 Creekwood Court	Spring Branch		Installed:	Contract [®] 9/23/2019 - 9/23/2022 Inspections per year: 3
Agency: Comal County County: Subdivision: The Springs at Rebecca Creek		Fhone. (817) 917-7553 Cell. Work.	Service Due: 5/23/2020 Alt Phone: Warranty Ending:	
Inspection Type:	subliceuroresperson minimum mouseuro	otion # of		
inspection Type.	ilispe	Clott # 01 _	, for the contract year	
Item	Operational	Inoperative	N/A	
Aerator:				//
Irrigation pump:	1.		1.	: 24
Air compressor:				
Disinfection device:	7			
Chlorine supply:	1			18
Spray field vegetation:	<u> </u>	and the second distances in th		
			- 35	0
Sprinkler / Drip backwash:			? ~	3
Photocell Test:				
Autodialer:				
Water Meter Reading:	CFM:	PSI:		
Test Results and observation	ns: (As Required)			
Fecal Coliform:	ine. (rie riedzines)			
Chlorine Residual:	0.2	5		
Test Method:				
BOD:				
TSS:				
Commercial Lab:				
Date Submitted:				
Repairs made: Y / N				
Repairs and Comments:				
		51.6m	- 5	
	~ /			
100	1	-		
Inspector:	/-	Date:		
			Area: 10	Printed: 5/21/2020
			GIPS: 29.9359 -98.3717	ID = 1432
		2	111 Creekwood Court, S	pring Branch

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

Site: 211 Creekwood Court

Spring Branch, TX 78070

Printed:1/20/2021

(817) 917-7553

To: Daniel Walker 211 Creekwood Court Spring Branch, TX 78070

Permit #: 109577

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

Service Type: Scheduled Inspection

Visit Date: 1/19/2021 Method: Grab

Technician: Nick Zigalo

Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational Chlorine Supply: Operational Chlorine Residual: 0.18

For Tank 1: 12 For Tank 2: 24 For Tank 3: <u>4</u>

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

Owner signature:

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

License Info: MT0002016 Expires: 12/31/2023

Service Completed

Insp ID #:7624

Customer ID: 1432 Contract Dates: 9/23/2019 - 9/23/2022 Inspection 4 of 9 Scheduled Date 1/23/2021

GPS Coordinates - Latitude: 29.9359 Longitude: -98.3717

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

Sludge Levels

Sub: The Springs at Rebecca Creek

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

To: Daniel Walker 211 Creekwood Court Spring Branch, TX 78070

Permit #: 109577

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

Service Type: Scheduled Inspection

Visit Date: 5/14/2021

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational Chlorine Supply: Operational Chlorine Residual: 0.1mg/L

For Tank 1: 7 For Tank 2: 1 For Tank 3: 3

Sub: The Springs at Rebecca Creek

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good Odor: Good

Comments

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

Owner signature:

Insp ID #:9671

Service Completed

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

Alarm: Operational

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

Printed:5/17/2021 Site: 211 Creekwood Court Spring Branch, TX 78070 (817) 917-7553

Customer ID: 1432 Contract Dates: 9/23/2019 - 9/23/2022 Inspection 5 of 9

This counts as a type of "Scheduled Inspection"

Scheduled Date 5/23/2021

GPS Coordinates - Latitude: 29.9359 Longitude: -98.3717

Entered By:

Sludge Levels

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

To: Courtney Martinez 211 Creekwood Court Spring Branch, TX 78070		Printed:9/1/2 Site: 211 Creekwood C Spring Branch, TX 78 (210) 838-4
Permit #: 109577		Customer ID: 1432
Agency: Comal County County: Mfg / Brand: - MAXX AIR Treatment Type: Aerobic	Sub: The Springs at Rebecca Creek	Contract Dates: 9/23/2019 - 9/23/2022 Scheduled Date 9/23/2021 Inspection 6 of
Disposal: Surface Application		ordinates - Latitude: 29.9359 Longitude: -98.3717
Service Type: <u>Scheduled In</u> Visit Date: <u>8/30/2021</u> Method: <u>Grab</u> Techniclan: Chris Zigalo Maint. Provider: Ryan Seidensticke		Entered By: <u>Danielle Jordan</u>
Aerators: <u>Operational</u> Fitters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u> Chlorine Supply: <u>Operational</u>	<u>Siudge Levels</u> For Tank 1: <u>18</u> For Tank 2: <u>6</u> For Tank 3: <u>1</u>	
Chlorine Residual: <u>19</u>		
	Tank Lid / Riser: Secured	Sprinkler Drip Backwash: Good
	Tank Lid / Riser: <u>Secured</u> Color: <u>Good</u> Odor: <u>Good</u>	Sprinkler Drip Backwash: <u>Good</u>
Chlorine Residual: <u>19</u> Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u>	Color: Good	Sprinkler Drip Backwash: <u>Good</u>
Chlorine Residual: <u>19</u> Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u> Alarm: <u>Operational</u> Comments	Color: Good	✓ Service Completed
Chlorine Residual: <u>19</u> Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u> Alarm: <u>Operational</u> Comments	Color: <u>Good</u> Odor: <u>Good</u>	✓ Service Completed
Chlorine Residual: <u>19</u> Electric Circuits: <u>Operational</u> Distribution System: <u>Operational</u> Sprayfield Veg: <u>Operational</u> Alarm: <u>Operational</u> Comments	Color: <u>Good</u> Odor: <u>Good</u> Secured the Tank Lid and/or Riser pric	✓ Service Completed

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

Site: 211 Creekwood Court

Spring Branch, TX 78070

Printed:1/31/2022

To: Courtney Martinez 211 Creekwood Court Spring Branch, TX 78070

Permit #: 109577

Agency: Comal County County: Mfg / Brand: - MAXX AIR Treatment Type: Aerobic **Disposal: Surface Application** Sub: The Springs at Rebecca Creek

(210) 838-4153 Customer ID: 1432

Contract Dates: 9/23/2019 - 9/23/2022 Inspection 7 of 9 Scheduled Date: 1/23/2022

Service Type: Scheduled Inspection

Visit Date: 1/31/2022

Method: Grab

Technician: Not Assigned Maint. Provider: Ryan Seidensticker

Aerators: Operational Filters: Operational Irrigation Pumps: Operational Disinfection Device: Operational Chlorine Supply: Operational Chlorine Residual: .4

Sludge Levels For Tank 1: 5

For Tank 3: 1

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

Alarm: Operational

Comments

Scum on pretreatment 8" - 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 1/31/2022.

Insp ID #:14929

✓ Service Completed

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

License Info: MP0001708 Expires:

GPS Coordinates - Latitude: 29.9359 Longitude: -98.3717

✓ This counts as a type of "Scheduled Inspection" Entered By: _ Copy emailed to Customer

Customer Emailed: 1/31/2022

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

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

Site: 211 Creekwood Court

Spring Branch, TX 78070

Printed:5/17/2022

(210) 838-4153

To: Courtney Martinez 211 Creekwood Court Spring Branch, TX 78070

Permit #: 109577

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

Sub: The Springs at Rebecca Creek

Customer ID: 1432 Contract Dates: 9/23/2019 - 9/23/2022 Scheduled Date: 5/23/2022 Inspection 8 of 9

This counts as a type of "Scheduled Inspection"

GPS Coordinates - Latitude: 29.9359 Longitude: -98.3717

Entered By: Michelle Irvin

Service Type: Scheduled Inspection

Visit Date: 5/16/2022

Method: Grab

Technician: Not Assigned Maint. Provider: Ryan Seidensticker Aerators: <u>Operational</u> Filters: <u>Operational</u> Irrigation Pumps: <u>Operational</u> Disinfection Device: <u>Operational</u>

Chlorine Supply: <u>Operational</u> Chlorine Residual: <u>.01</u> <u>Sludge Levels</u> For Tank 1: <u>14</u>

For Tank 3: 3

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: <u>Good</u> Odor: <u>Good</u>

Alarm: Operational

Comments

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

✓ Service Completed

Insp ID #:17789

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

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

	Printed:10/3/2022	Insp ID #:21373	Permit #: 109577		
To: Courtney Martinez 211 Creekwood Court				hone: (210) 838-4153 Nork:	
Spring Branch, TX 780	70		Cell Phone:		
			Alt	Cell:	
			Customer ID: 1432		
Agency: Comal County			Contract Dates: 9/23/2019 - 9/		
County:	Sub: The Springs at Rebecca	a Creek	Scheduled Date: 9/23/2022	Inspection 9 of 9	
Mfg / Brand: - MAXX AIR				Installed: 9/23/2019	
Treatment Type: Aerobic		GPS C	vvarr pordinates: Latitude: 29.9359 Longit	anty End: 9/23/2022	
Disposal: Surface Application					
Service Type: <u>Scheduled I</u>	nspection		✓ This counts as a type of "S		
Visit Date: 10/3/2022			Entered By: Nicole Lori		
Method: Grab				y emailed to Customer nailed: 10/3/2022	
Technician: Not Assigned			Customer En	Talleu. 10/3/2022	
Maint. Provider: Ryan Seidenstick	ker				
Aerators: Operational	Sludge Leve	els			
Filters: Operational	For Tan				
Irrigation Pumps: Operational	For Tan	k 2: <u>N/A</u>			
Disinfection Device: Operational	For Tan				
Chlorine Supply: Operational	For Tan	k 4: <u>3</u>			
Chlorine Residual: <u>.04</u>					
Electric Circuits: Operational	Tank Lid / Ris	ser: <u>Secured</u>			
Distribution System: Operational	Insp. Port / Pl	ug: Secured			
Sprayfield Veg: Operational					

Alarm: Operational

Comments

✓ Service Completed

- Scum on pretreatment 3. - 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 10/3/2022. - Copy emailed to the customer on 10/3/2022.

Site: 211 Creekwood Court, Spring Branch, TX 78070

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