



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 03/04/2022 Permit Number: 109893

Location Description: 4064 SHOOTING STAR
NEW BRAUNFELS, TX 78132

Subdivision: The Ranches of Comal
Unit:
Lot: 8
Block:
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: Mark & Denise Byerley

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

OS0036769

ENVIRONMENTAL HEALTH INSPECTOR

Licensing Authority
Comal County Environmental Health

Assistant
OS0034792

ENVIRONMENTAL HEALTH COORDINATOR

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: MS Septic OSSF Installer #: 050023596

1st Inspection Date: 11-19-19 2nd Inspection Date: 3/4/22 3rd Inspection Date: _____

Inspector Name: Connor Inspector Name: Corey Allen Inspector Name: _____

Permit#: 109893 Address: Ranches of Comal 4064 Shooting Star

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		✓		
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)				

tank set level no leaks cover

3/4/22 Operational. Covered.

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	✓	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		✓		
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	✓			✓		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		Proflo 1000 1000 6PD	✓		
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	Answer	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	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0%</p> <p>EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom)</p> <p>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</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
33	<p>AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.</p>		285.32(c)(1)				
34	<p>AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</p> <p>AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank</p> <p>AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions</p>						
35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>						
36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
37	<p>PUMP TANK Inspection/Clean Out Port & Risers Provided</p> <p>PUMP TANK Secondary restraint system provided</p> <p>PUMP TANK Riser permanently fastened to lid or cast into tank</p> <p>PUMP TANK Riser cap protected against unauthorized intrusions</p>						
38	<p>PUMP TANK Secondary restraint system provided</p>						
39	<p>PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried</p>						

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	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)				
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

ENGINEER'S OFFICE

Permit of Authorization to Construct an On-Site Sewage Facility Permit Valid For One Year From Date Issued

Permit Number: 109893
Issued This Date: 10/25/2019
This permit is hereby given to: Mark & Denise Byerley

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

4064 SHOOTING STAR
NEW BRAUNFELS, TX 78132

Subdivision: The Ranches of Comal
Unit:
Lot: 8
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

Items	Date Received
	Initials

109893
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

Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate

Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer

Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.

Required Permit Fee - See Attached Fee Schedule

Copy of Recorded Deed

Surface Application/Aerobic Treatment System

Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

Signed Maintenance Contract with Effective Date as Issuance of License to Operate

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I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

Dennis Bepler
Signature of Applicant

Sept 17, 2019
Date

<input type="checkbox"/> COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

<input type="checkbox"/> INCOMPLETE APPLICATION	
(Missing Items Circled, Application Refused)	

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

Date 9/12/2019

Permit # 109893

Owner Name Byerley, Mark & Denise
Mailing Address 1892 Heather Glen Dr
City, State, Zip New Braunfels, TX. 78130
Phone # 909-260-5415 or 909-240-8658
Email shootingstar4064@gmail.com

Agent Name Japhet Builders c/o Cindy Autrey
Agent Address 14439 NW Military Hwy, Suite 108, Box 609
City, State, Zip San Antonio, TX. 78231
Phone # 210-338-3101
Email cindy@japhetbuilders.com

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

Subdivision Name The Ranches of Comal Unit - Lot 8 Block -

Acreage/Legal

Street Name/Address 4064 Shooting Star City NewBraunfels Zip 78132

Type of Development:

[X] Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 7656

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[] 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: \$ 1,200,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States 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 [X] Public [] Private Well

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

Handwritten initials and date: HF 10-25-19

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.

Signature of Owner: Denise Byerley

Date: Sept. 17, 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 Hoyt Seidman

System Description Aerobic with Spray

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

Tank Size(s) (Gallons) 1000 ATU 1000 Pump tank Absorption/Application Area (Sq Ft) 8478

Gallons Per Day (As Per TCEQ Table III) 540

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

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

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

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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.)

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

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

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

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

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

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

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

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____

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 Hoyt Seidman

Date 10-20-19



201906037950 10/22/2019 03:53:03 PM 1/1

1/08

Affidavit to the Public

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COUNTY ENGINEER

THE COUNTY OF Bexar
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

Before me, the undersigned authority, on this day personally appeared Denise Byerley who, after being, by me, duly sworn, upon oath states that he/she is the owner of record of that certain tract or parcel of land lying and being situated in COMAL County, Texas and being more particularly described as follows:

Legal Description of property is as follows:
4064 Shooting Star, Lot 8, Ranches of Comal

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property.

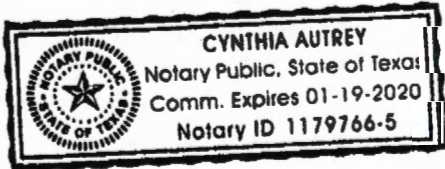
The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the 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 owners 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.

This OSSF must be covered by a continuous service policy 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 may be obtained from (Comal County).

Signed by my/our hand(s) on this 17th Day of September, 2019
Denise Byerley
Denise Byerley

Sworn to and subscribed to before Notary Public, in and for the state of Texas and
WITNESS MY HAND AND OFFICIAL SEAL THIS THE 17 DAY OF September, 2019.



[Signature]
Notary Public, State of Texas
My Commission Expires: 1-19-2020

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
10/22/2019 03:53:03 PM
LAURA 1 Page(s)
201906037950

MJ Central Texas Septic, LLC
DBA MJ Septic

27552 Old Blanco Road
 San Antonio, Texas 78260
 (210) 875-3625 * (210) 889-4606
mjseptic@sabx.rr.com (email)
www.mjseptic.com

Aerobic Installation * Aerobic Maintenance Contracts
 Real Estate Inspections * Cleaning/Pumping

Michael J. Long, MP 0001294 Licensed by T.C.E.Q.

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PROPERTY ADDRESS: 4064 Skouting Star

The Texas Commission on Environmental Quality (TCEQ) require all ATU's to be checked and maintained every four months for the life of the unit (*some permitting authorities may stipulate this requirement, after the first two years after installation; call your county to inquire*). Upon expiration of this contract, MJ Septic will offer a continuation of your maintenance contract to cover labor and routine maintenance/reports. Lab testing, if required, for coliform, TSS, BOD etc. are NOT included in this policy and applicable fees are the owner's responsibility. MJ Septic will inspect and service your ATU once every 4 months for the duration of your 2-year initial contract. For a new single family dwelling, this is the date of installation, required by state guidelines dated June 13, 2001. For an existing single family dwelling, this is the date the notice of approval is issued by your permitting authority. The effective date of this maintenance contract shall be the date the LTO (license to operate) is issued.
 MJ Septic will address all major concerns/complaints (excluding weekends & holidays) within 72 hours from the initial point of contact with homeowner(s).

- **The annual fee on your contract includes the following:** an inspection every four months (three times annually) which include inspecting the mechanical, electrical and other applicable components to ensure proper function. The annual fee does not include any parts, cleaning/pumping, chlorine/bleach (tablets or liquid), additional service calls or additional testing that may be required by any regulating authority. If for any reason, we are unable to obtain access to your property or system to perform a service check, you may be charged a \$75 service call for re-scheduling. It is very important that we have all proper gate codes, combination locks etc. to inspect your system.
- **Repairs I:** If repairs or replacement of parts is needed during routine inspection, we will try to contact the homeowner for approval if we are able to repair onsite. If we are unable to repair/replace parts onsite, client will be notified via email and/or USPS that repairs/replacement of parts is needed. All MAJOR part replacements come with a 2-year warranty (see notes below). **There will be a \$75 warranty credit fee assessed on all parts. Warranted items will only be honored when a valid maintenance contract is in effect with MJ Septic. If the contract has a lapse, ALL WARRANTED items are VOIDED.**
- **Repairs II:** For ATU's under initial installation warranty (2 years from initial installation date) if warranted items are required to be replaced within 30 days of installation, part will be replaced with no fees, **after 30 days there will be a \$75 warranty credit fee assessed on all parts. Warranted items will only be honored when a valid maintenance contract is in effect with MJ Septic.**
- **Additional Service Calls/Charges:** If a service call is required by homeowner/renter between regular inspections, **a service call fee of \$75 (not including parts and/or cleaning/pumping) will be assessed.** We may waive this fee at our discretion. These calls include but are not limited to the following: red light alarms, high water alarms, chlorinator checks, leaky airlines, timer adjustments, spray head adjustments and system power failure.
- **Chlorine: The property owner is responsible for maintaining the chlorine supply.** TCEQ regulation requires proper chlorination. For liquid chlorinators, homeowners are to add 2-3 gallons of liquid chlorine/bleach per month. (if the chlorinator is completely empty, DO NOT add more than 3 1/2 gallons of liquid chlorine/bleach at a time) For tablet chlorinators, homeowners can purchase Calcium Hypochlorite tablets at their local Home Depot or Lowe's.
DO NOT USE POOL TABLETS (this can cause a volatile reaction)
- **Cleaning/Pumping:** The cleaning/pumping of your ATU is not included in your maintenance contract. We always recommend pumping between 10-12" of sludge.
 A typical/average household will need to have their system pumped every 2-5 years; this all depends on usage and will vary per household
- **Transfer of Property/Ownership:** The fee of this maintenance contract is non-refundable, however is fully transferrable to the new owner(s). If this policy is sold within the contract period, the signing party is responsible for all repairs unless the new homeowner(s) information is provided before repairs are made and transfer contract is signed (by new homeowner) and returned to us. The new homeowner(s) will be required to meet for a walk-through orientation with one of our technicians during their first visit of their transfer contract. **RENTAL HOMES:** The PROPERTY OWNER is responsible for all fees associated with this contract. Renters will be required to have a walk-through orientation during their first visit to ensure proper usage, etc.
- **Altering the system:** Do not allow alteration to any part of the system or sprinkler head locations. Alterations would put the system out of compliance and would cause the property owner additional expense to bring the system back into compliance. Any use of another company to make repairs to the system will violate any warranties and be considered as a breach of this maintenance contract. If client chooses to purchase and use their own parts, MJ Septic will not install nor work on these parts.
- **Violations of Warranty:** *Violations of the warranty include but are not limited to the following: turning off your system at any time, disconnecting the alarm; restricting airflow to the Air Compressor, overloading the system above its daily rated capacity, introducing excessive amounts of harmful matter (including harsh chemicals, cleaners, antibiotics, etc.) into the system or any other harmful usage of your OSSF/ATU. Refusing to Clean/Pump Out Septic when recommended and/or replacing necessary parts as needed. Necessary treatment of ants. Homeowner must keep grass, weeds and plants trimmed and clear of tank access points, control panel, Air Compressor, etc. Moving sprinkler lines without proper documentation, etc. Building over septic tank, lids, etc.*
- **Terms of Payment:** Payment is due in full for the maintenance contract at time of signing. Payment for parts, repairs, cleaning/pumping, service calls, etc. are due prior to or at time of service, unless otherwise specifically noted. If payment is not received within ten (10) business days of service date, a 1.5% finance charge will be assessed per month. If payment is delinquent, your next service check/maintenance contract may be cancelled. If payment is more than 90 days past due, contract will be cancelled and we will send to collections.
- **Maintenance Tips/Owner Guide:** Please read the attached Maintenance Tips/Owner Guide. Following these easy steps can help prevent unnecessary and avoidable expenses to the homeowner(s). **Please initial here that you've received a copy of this document:** *[Signature]* (keep the maintenance tips/guide for your reference)

CIRCLE ONE CHOICE BELOW

Contract Verified (office use only) _____

1 YEAR	2 YEAR	3 YEAR	2 YEAR INITIAL	Paid in Full at Sign Up, Non-Refundable, Does Not Include Additional Charges Noted Above. Homeowner(s) are NOT required to be present at inspections. They will receive phone call notification the day of service and a door hanger will be left if no one is home. Reports emailed/mailed within a few business days.
\$285	\$530	\$675	Included in Installation	

Acceptance of Maintenance Contract: The above prices, specifications, and conditions are satisfactory and are hereby accepted. MJ Septic is authorized to enter property to perform routine maintenance inspections as agreed. I have read and agree to the maintenance contract guidelines stated above and have also read and agree to comply with the Maintenance Tips/Owner Guide.

Accepted by Signature: *[Signature]* Printed Name: Denise Byrde Email: _____
 Phone Numbers: (Home) _____ (Mr. Cell) _____ (Mrs. Cell) _____ (Work) _____

Subdivision: _____ # of Occupants in Home: _____ Gate Codes/Combination Locks, etc. _____ Biting Dogs: _____
 (MJ Septic will assess a \$75 service fee if we are not notified of gate code changes, biting dogs, etc.)

MJ Central Texas Septic, LLC Authorized Signature: Stephanie E. Perez

Date: _____

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:

VOL. -- PAGE -- RECORDS	VOL. -- PAGE -- RECORDS
VOL. -- PAGE -- RECORDS	VOL. -- PAGE -- RECORDS
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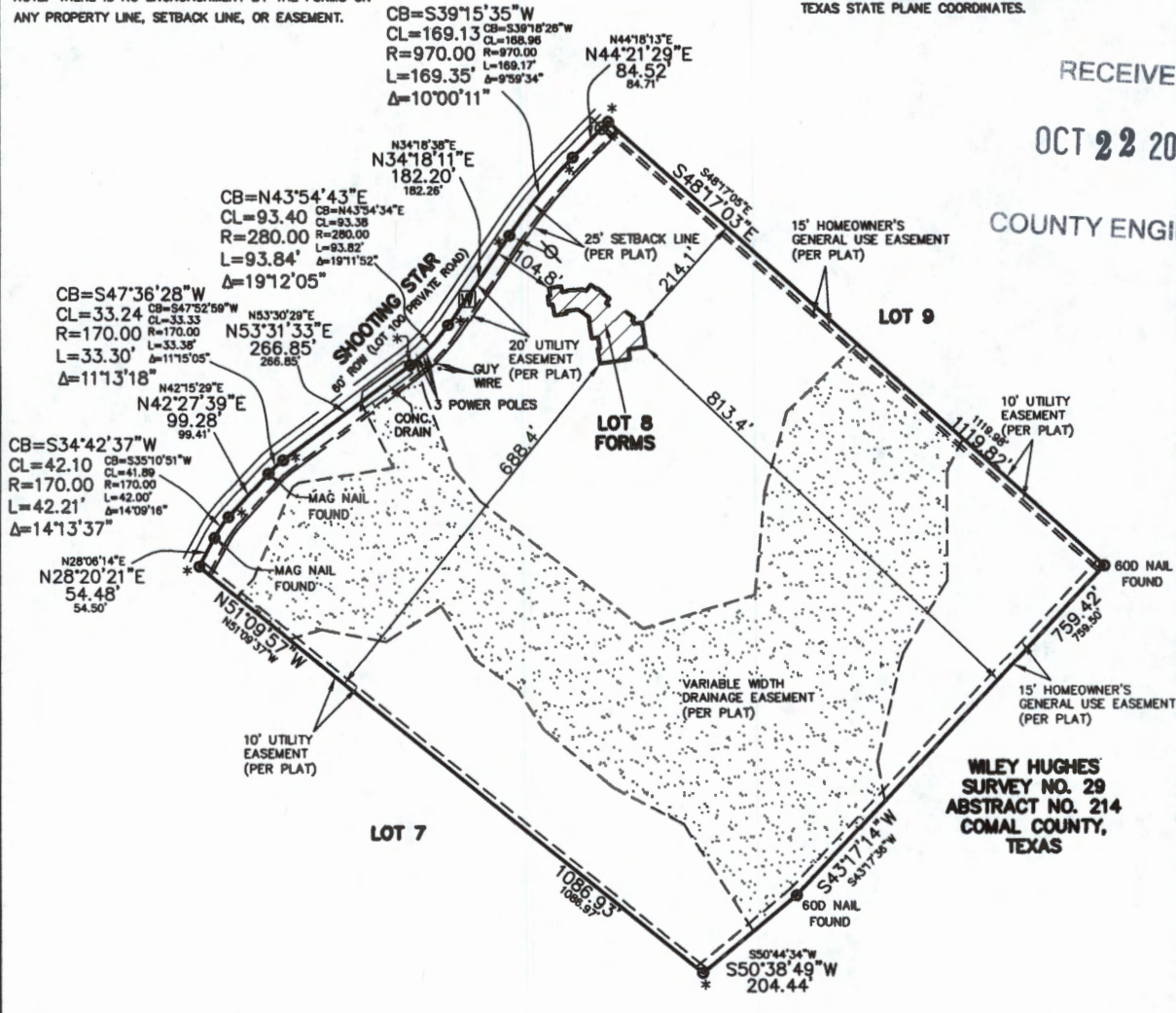
NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL SETBACK / EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY.

NOTE: NO FENCES AT THE TIME OF THIS SURVEY.

NOTE: THE BEARINGS FOR THIS SURVEY ARE BASED ON THE PLAT OF RANCHES OF COMAL, AS RECORDED IN THE DOCUMENT NUMBER SHOWN BELOW. VERIFIED BY GPS DATA COLLECTION USING SOUTH CENTRAL TEXAS STATE PLANE COORDINATES.

NOTE: THERE IS NO ENCRoACHMENT BY THE FORMS ON ANY PROPERTY LINE, SETBACK LINE, OR EASEMENT.

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PRELIMINARY:
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES.

* - 1/2" IRON ROD FOUND

LEGEND	N45°00'00"E RECORD INFORMATION	S45°00'00"W AS MEASURED IN FIELD	PROPERTY CORNER MONUMENTATION	GUARD SET	WATER FLOW	X100.00	100.00	ELEVATION DATA	CLEAN OUT				
TREE	CONC. CURB	RETAINING WALL	FIRE HYDRANT	AC	TRANSFORMER	ELECTRIC BOX	TELEPHONE PEDESTAL	CABLE TV BOX	WATER METER	POWER POLE	WATER VALVE	LIGHT POST	ONE OVERHEAD ELECTRIC LINE

LOT(S) 8 BLOCK -- N.C.B. -- SUBDIVISION RANCHES OF COMAL
 VOLUME -- PAGE -- DOCUMENT # 201.306023299 OF THE MAP AND PLAT RECORDS OF COMAL COUNTY,
 WITNESS MY HAND AND SEAL THIS 21ST DAY OF NOVEMBER, 2018. ADDRESS: 4064 SHOOTING STAR
 BUYER: JAPHET BUILDERS

I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ENCRoACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. SETBACKS AND EASEMENTS SHOWN ARE FROM RECORDED COUNTY DOCUMENT RECORDS. MUNICIPAL RESTRICTIONS ARE NOT SHOWN.
 COPYRIGHT © 2018 STEPHEN G. COOK ENGINEERING, INC. ALL RIGHTS RESERVED

Stephen G. Cook
 STEPHEN G. COOK, R.P.L.S.



337-580-004
 SOCE JOB NO. #
 J.W.G. J.N./T.H.
 DRAWN BY SURV. BY
 DISK CADD/W



STEPHEN G. COOK ENGINEERING, INC. 12000 STARCREST, SUITE 107
 REGISTERED LAND SURVEYORS SAN ANTONIO, TEXAS 78247-4117
 TYPE FORM # P-104 210/461-2533 * FAX: 210/461-2150
 18PLS # 10005000 WWW.SOCE.NET

ON-SITE SEWAGE FACILITY Soil Evaluation Report Information

Date Soil Survey Performed: 12/27/2018

Site Location: 4064 Shooting Star

Name of Site Evaluator: Hoyt Seidensticker Registration Number: OS0008771

Proposed Excavation Depth: n/a County: Comal

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
 Location of soil boring or dug pits must be shown on the site drawing.
 For subsurface disposal, soil evaluation 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 feature on the form. Indicate depths where features appear.

Soil Boring Number <u>1</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0 _____	III	loam	<30%	none		brown
1 _____						
2 <u>20 in</u>		rock				yes, rock
3 _____						
4 _____						
5 _____						

Soil Boring Number <u>2</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0 _____	III	loam	<30%	none		brown
1 _____						
2 <u>20 in</u>		rock				yes, rock
3 _____						
4 _____						
5 _____						

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Features of Site Area

- Presence of 100 year flood zone Yes ___ No X
- Presence of adjacent ponds, streams, water improvements Yes ___ No X
- Existing or proposed water well in nearby area Yes ___ No X
- Organized sewage service available to lot or tract Yes ___ No X
- Recharge feature within 150 feet Yes ___ No X

By my signature, I hereby certify that the information provided in this report is based on my site observations and are accurate to the best of my ability.

I understand that any misrepresentation of the information contained in this report may be grounds to revoke or suspend my license. The site evaluation determined the site is suitable for a Spray disposal system with Aerobic treatment

According to table XIII, the site is suitable for this proposed system. A copy of Tables IX and XIII have been given to the property owner to inform them of other alternatives based upon the result of this site evaluation

[Signature]
Signature of Site Evaluator

10/2019
Date

ON-SITE SEWAGE FACILITY
Site Evaluation Report Information

Date: 12/27/2018

Site Evaluator Information:

Applicant Information:

Name: Mark and Denise Byerley

Address: 1892 Heather Glen Drive

City: New Braunfels State: Texas

Phone: 909-260-5415

Name: Hoyt Seidensticker

License # OS0008771 Expires 8/31/2020

Company: Land Stewardship Services, LLC

Address: 27115 Bent Trail

City: Boerne State: Texas Zip: 78006

Phone: (210) 414-6603 Fax:

Property Location:

Lot: 8 Block: _____ Sub.: ranches of Comal

Street/Road Address: 4064 Shooting Star

City: New Braunfels State: Texas

Unincorporated Area? Y or N

Additional information _____

Name: Michael Long

License OS0023596

Company: MJ Central Texas Septic

Address: 27552 Old Blanco Road

City: SA State: Texas Zip: 78260

Phone: (210) 387-0025 Fax: _____

Installer information:

Schematic of Lot or Tract

Show:

Compass North, adjacent streets, property lines, property lines, property dimensions, location of buildings, easements, water lines, and other surface improvements where known (drainage, patios, sidewalks).

Location of existing or proposed water wells within 150 feet of property.

Indicate slope or show contour lines from the structure to the farthest location of the proposed soil absorption or irrigation area.

Location of soil borings or dug pits (show location with respect to a known reference point).

Location of natural, constructed, or proposed drainage ways, (streams, ponds, lakes, rivers, high tide of salt water bodies) water impoundments areas, cut or fill bank, sharp slopes and breaks.

SITE DRAWING

Lot Size: _____ acres

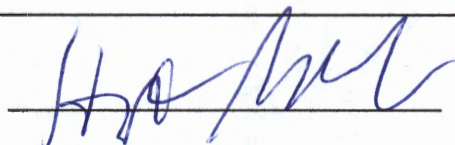
SEE ATTACHED

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Signature of Site Evaluator



Site Evaluator License No: OS0008771

10/18/2019
4:06 PM
Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

Mark and Denise Byerley

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4

Property Information:

St. Address: 4064 Shooting Star
City: New Braunfels State: Texas
Zip code: 78132

Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): YES
Gallons/day (Q): 540
Greywater included (yes/no): YES

Rate of Adsorption (Ra)

Application rate (g/sq. ft): 0.064
Minimum Adsorptive Area (sq. ft.): 8437.5

Aerobic Unit

Required size of aerobic unit: 960 gpd
Pretreatment Tank (gallons): 750
Class 1 Aerobic Unit: ProFlo 1000 S
Pump tank total capacity (gal): 1000
Chlorination: liquid chlorinator in pump tank
Pump Switch operation: Float
Dosing cycle quantity (gals): Varied
Cycling time: night time
Pump size and capacity: Sta-rite plus D series
20 gpm

House Information

Number of Bedrooms: 4
Sq. footage (Approx.): 7656
Water Supply: public

Supply Line from House

Length of supply line (approx. ft): 10
Type of supply line: SCH 40 PVC
Size of Supply line (in): 3 or 4

Supply Line For Spray Irrigation System

Length of supply line (approx. ft): 155
Type of supply line: Purple SCH 40
Size of supply line (in): 1

Disposal Area per this System

$\pi (30)^2 = 2826$
 $\pi (30)^2 = 2826$
 $\pi (30)^2 = 2826$
Total irrigated area (sq. ft.): 8478

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions.

All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker
Hoyt Seidensticker, R.S. No. 3588

10-18-19
Date

Land Stewardship Services, LLC, 27115 Bent Trail, Boerne, Texas 78006
Cell (210) 414-6603,



Effective Immediately: If any change(s) are made that require a revision to this design, a \$75.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

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Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

Mark and Denise Byerley

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Head Pressure

Elevation Head: 4
Pressure Head: 92
Friction Head: 6.2
Total head: 102.2

Sprinkler Head Information

K-Rain sprinkler head PROPLUS,
low angle nozzle
No. 3 @40psi GPM: 3.1
Number of sprinkler heads: 3
Gallons per minute: 9.3

A class 1 aerobic wastewater treatment unit, chlorination and spray distribution system will be designed for this location. Wastewater from the residence will flow to a pretreatment/trash tank, then to the treatment unit. Treated effluent will be disinfected by a NG 300 V Chlorine Dispenser Unit in the pump tank, before being disposed of through above ground sprinkler heads. All warning systems shall be installed with the aerobic unit

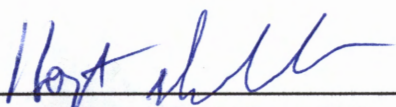
Land acceptable for surface application shall have a flat terrain (with less than or equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent.

Areas that rock is exposed must be covered with a suitable amount of material acceptable to the inspecting authority. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the installed aerobic system.

At every inspection a Total Chlorine Residual test must be conducted and must be a minimum acceptable test of .1 mg/l residual in Pump Tank.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588
Land Stewardship Services, LLC, 27115 Bent Trail, Boerne, Texas 78006
Cell (210) 414-6603,

10-18-19

Date



REVISED

9:54 am, Oct 25, 2019

not to Scale

Site Map
 Aerobic with Spray Distribution System
 Mark and Denise Byerley
 Lot 8
 Ranches of Comal Subdivision
 4064 Shooting Star
 New Braunfels, Texas 78132
 Comal County

100 yr flood plain does not exist on this tract

All external electrical lines must be in gray conduit
 Areas that rock is exposed must be covered with a suitable amount of material. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation.

PL 54.50' PL 42' PL 99.41' PL 33.38'

PL 266.85'

PL 93.82'

PL 182.28' w.m.

PL 169.17'

PL 84.71'

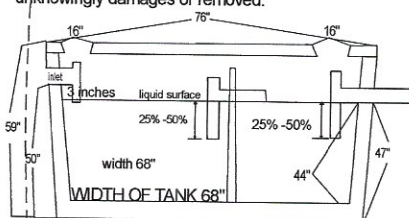
There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

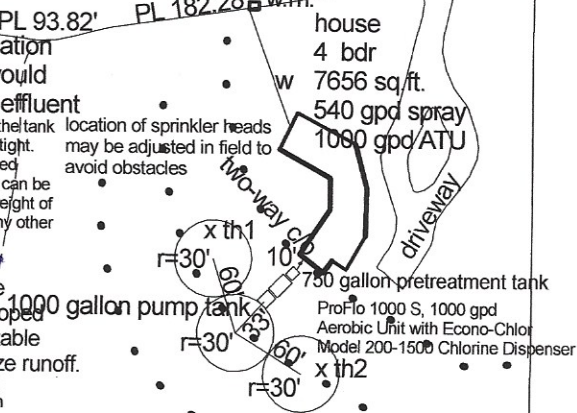
Variable width drainage easement

Land acceptable for surface application shall have a flat terrain (less than to equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff.

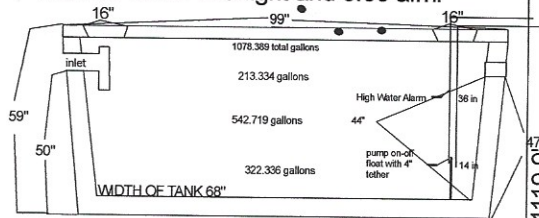
Septic tanks buried more than 12 inches below the ground shall have risers over the port openings. The risers shall extend from the tank surface to no more than six inches below the ground. A secondary plug, cap or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed.



CROSS SECTION OF 750 GALLON DUAL SEPTIC TANK



Surface application should be done between the hours of 12:00 midnight and 5:00 a.m.



1000 gallon pump tank
 This design complies with all provisions of the existing water pollution abatement plan and their is not a recharge feature within 150' of the proposed septic system.

p.l. 1086.0'

p.l. 1119.97'

p.l. 204.6'

p.l. 759.5'



10-25-19

Hoyt Seidensicker
 (Handwritten signature)

Site Map

Aerobic with Spray Distribution System

Mark and Denise Byerley

Lot 8

Ranches of Comal Subdivision

4064 Shooting Star

New Braunfels, Texas 78132

Comal County

Scale 1"=100'

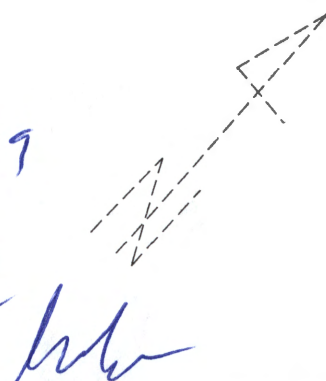
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10-18-19



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100 yr flood plain does not exist on this tract

9.41' PL 33.38'

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PL 169.17'

PL 84.71'

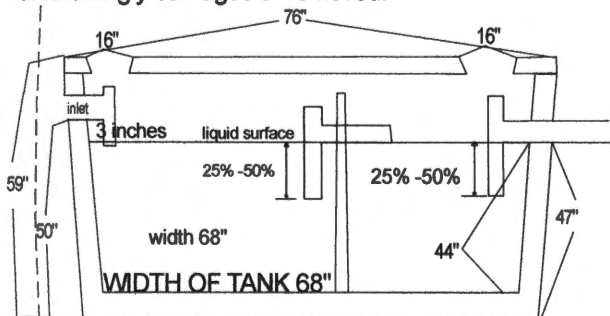
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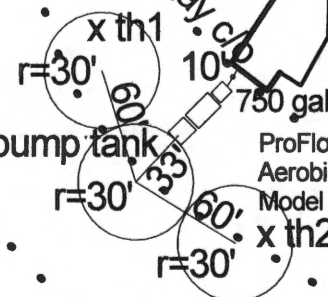
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CROSS SECTION OF 750 GALLON DUAL SEPTIC TANK

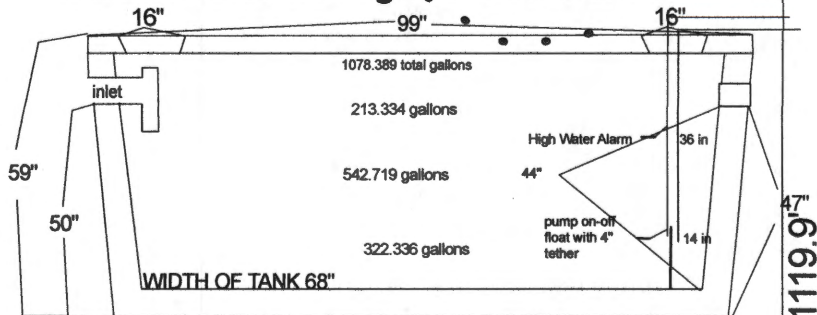
location of sprinkler heads may be adjusted in field to avoid obstacles



house
4 bdr
w 7656 sq.ft.
540 gpd spray
1000 gpd ATU

750 gallon pretreatment tank
ProFlo 1000 S, 1000 gpd
Aerobic Unit with Econo-Chlor
Model 200-1500 Chlorine Dispenser

Surface application should be done between the hours of 12:00 midnight and 5:00 a.m.



1000 gallon pump tank

This design complies with all provisions of the existing water pollution abatement plan and there is not a recharge feature within 150' of the proposed septic system.

P.L. 1119.97'

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Configurations may vary.

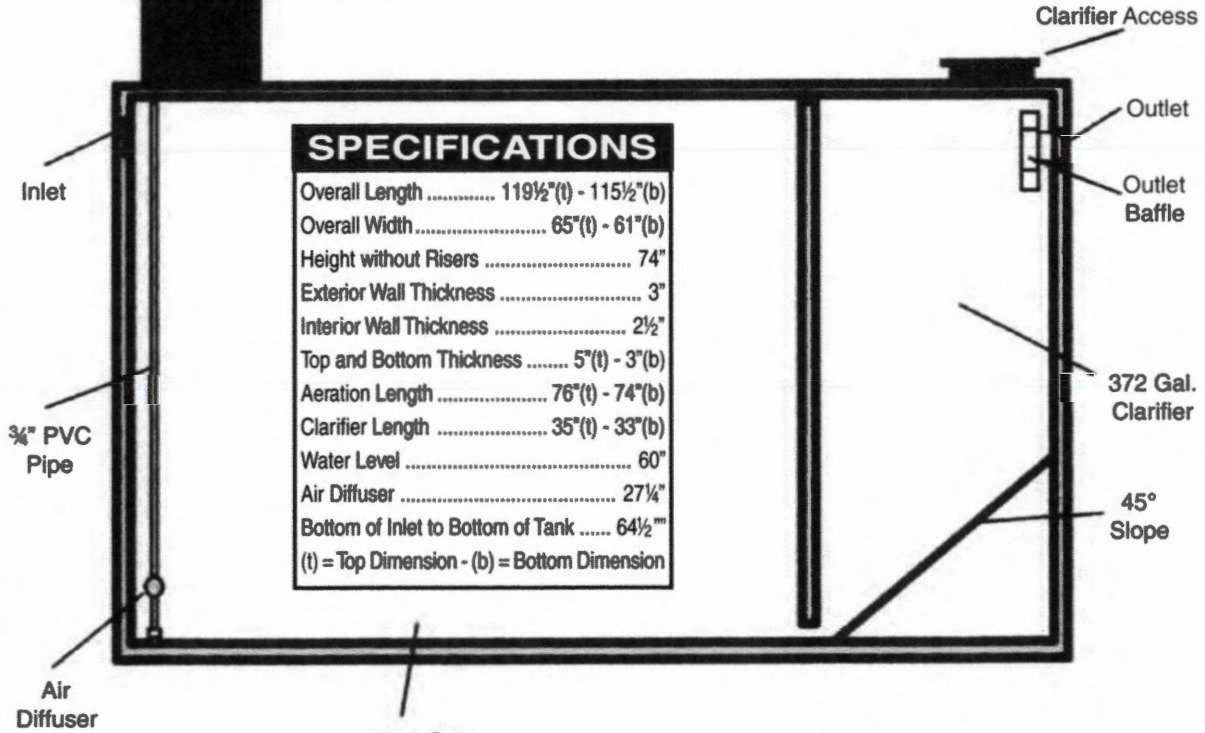
Warning Light
 Mute Switch
 Control Panel
 Aerator Cover
 Aerator

750 Gallon
 Pretreatment
 Chamber
 75% to 100%
 Daily Hydraulic
 Capacity

**MINIMUM
 DIMENSIONS**

Inside Width 55"
 Inside Length 60"
 Water Level 55"

Minimum Length to Width Ratio: 1 to 1



SPECIFICATIONS	
Overall Length	119½"(t) - 115½"(b)
Overall Width	65"(t) - 61"(b)
Height without Risers	74"
Exterior Wall Thickness	3"
Interior Wall Thickness	2½"
Top and Bottom Thickness	5"(t) - 3"(b)
Aeration Length	76"(t) - 74"(b)
Clarifier Length	35"(t) - 33"(b)
Water Level	60"
Air Diffuser	27¼"
Bottom of Inlet to Bottom of Tank	64½"
(t) = Top Dimension - (b) = Bottom Dimension	

1110 Gal.
Aeration Chamber

Pretreatment Tank Sold Separately
 Pump Tank Sold Separately (Not Shown)
 Drawing Not to Scale All Gallonage Approximate

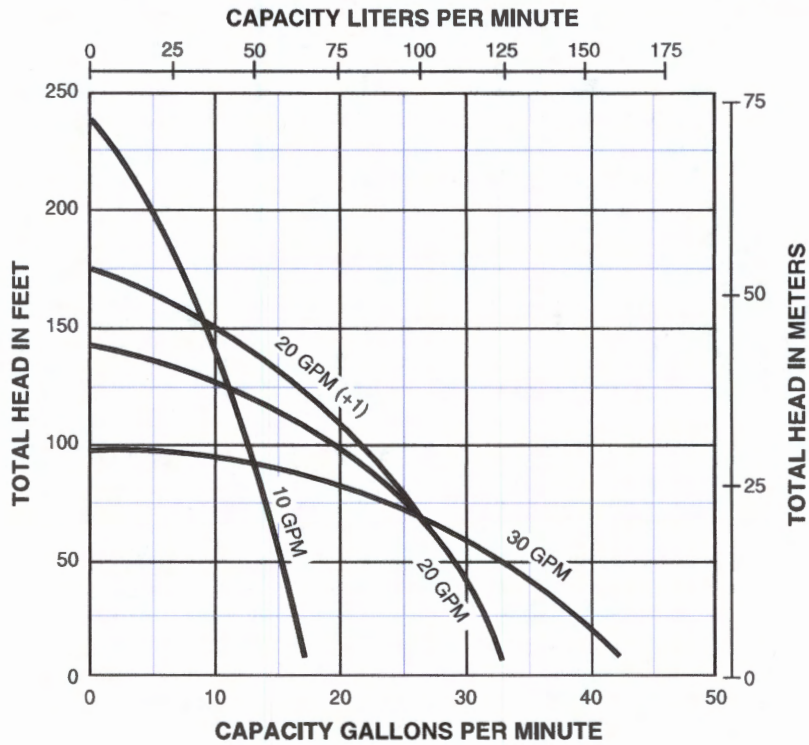
Pro Flo 1000 S System Diagram

Pro Flo 1000 S



4" multi-stage submersible pump

PUMP PERFORMANCE



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PUMP PERFORMANCE (Capacity in Gallons per Minute)

Pump Model	Flow Rate (GPM)	PSI											
		0	10	20	30	40	50	60	70	80	90	100	110
10DOM05221	10			15.0	13.7	12.7	11.5	10.2	8.4	6.5	4.3	1.0	
10DOM05121	10			15.0	13.7	12.7	11.5	10.2	8.4	6.5	4.3	1.0	
20DOM05221	20			30.0	26.0	21.5	14.2	4.4					
20DOM05121	20			30.0	26.0	21.5	14.2	4.4					
30DOM05221	30		38.5	33.3	25.8	16							
30DOM05121	30		38.5	33.3	25.8	16							
20DOM05221+1	20 + 1			30	27.5	24	20	13.5	6				
20DOM05121+1	20 + 1			30	27.5	24	20	13.5	6				

PUMP PERFORMANCE (Capacity in Liters per Minute)

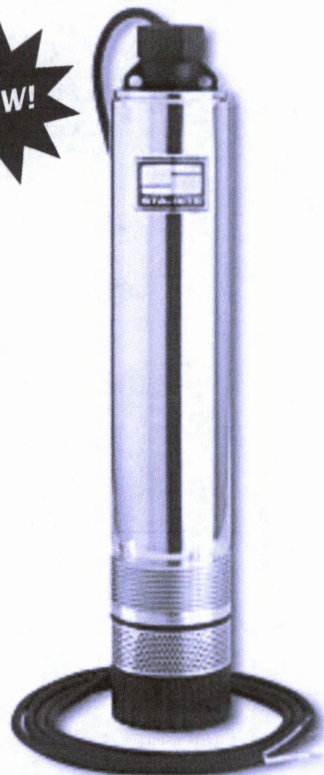
Pump Model	Flow Rate (LPM)	Bar											
		0	.69	1.38	2.07	2.76	3.45	4.13	4.82	5.51	6.20	6.89	7.58
10DOM05221	37.85		56.8	51.9	48.1	43.5	38.6	31.8	24.6	16.3	3.8		
10DOM05121	37.85		56.8	51.9	48.1	43.5	38.6	31.8	24.6	16.3	3.8		
20DOM05221	75.7		113.6	98.4	81.4	53.7	16.7						
20DOM05121	75.7		113.6	98.4	81.4	53.7	16.7						
30DOM05221	113.55	145.7	126.0	97.7	60.6								
30DOM05121	113.55	145.7	126.0	97.7	60.6								
20DOM05221+1	75.7 + 1			113.4	103.9	90.7	75.6	51.0	22.6				
20DOM05121+1	75.7 + 1			113.4	103.9	90.7	75.6	51.0	22.6				

OCT 22 2019

COUNTY ENGINEER



4" multi-stage submersible pump



This product is Listed to UL Standards for Safety by Underwriters Laboratories Inc. (UL).



The STEP Plus™ D Series 4" submersible pump in 10, 20 and 30 GPM models dominate with superior "DRAW-DOWN" capability.

The STEP Plus™ D Series 4" submersible pump dominates with reduced AMP DRAW.

The STEP Plus™ D Series 4" submersible pump dominates with COOLER and QUIETER operation.

APPLICATIONS

- Clean and Gray Water... for residential, commercial, and agricultural use.

SPECIFICATIONS

Motor – Available in 115 or 230 volt versions. Dry-wound, double ball-bearing, double-seal and thermal overload protected, UL and CSA approved.

Shell – Stainless steel (300 grade)

Discharge – Fiberglass-reinforced thermoplastic

Discharge Bearing – Nylatron®

Impellers – Acetel

Diffusers – Polycarbonate

Suction Caps – Polycarbonate with stainless steel wear ring

Thrust Pads – Proprietary spec.

Shaft and Coupling – Stainless steel 300 grade

Intake – Fiberglass-reinforced thermoplastic

Intake Screen – Stainless steel

Jacketed Cord – 600 Volt "SJOW" jacketed 10' leads, 2-wire with ground

Agency Listing – UL and CSA

STEP Plus™ D SERIES

FEATURES

STEP Plus DOMINATES with a...

Patented Stage System – The proven SignaSeal™ staging system utilizes a patented ceramic wear surface. When incorporated with STA-RITE's "true" independent floating impellers, dominates with 1st-in-class performance, superior sand handling, and a thrust management staging system with industry exclusive "dry-run" capabilities.

Superior "draw-down" capability – The STEP Plus Dominates in this class with the lowest draw-down of 4-1/2" (a standard 4" NEMA submersible only draws-down to 13-1/2").

Reduced amp draw – The STEP Plus Dominates in this class with less energy consumption – over 25% less amp draw (9.5 amps vs. 12.7 amps, 115 volt) than a 4" NEMA submersible, reducing operating costs and extending the service life of float switch contacts.

Cooler and quieter operation – The STEP Plus Dominates by using the pumped liquid to cool the motor as it passes over the motor. The water passing over the motor dampens the motor noise, eliminating expensive "flow-inducer sleeves" required when using a standard 4" NEMA submersible.

Impellers – Precision molded for perfect balance... ultra smooth for the highest performance and efficiency. Allows for .080" solids.

Shaft – Positive drive, hexagonal 7/16" – 300-grade stainless steel shaft offers generous impeller drive surfaces.

Shaft bearing – Exclusive self-lubricating Nylatron® bearing resists wear surface from sand and abrasives.

Shell – Heavy-walled, corrosion resistant 300-grade stainless steel.

ORDERING INFORMATION

Catalog Number	HP	Max. Load Amps	Volts	Phase/Cycles	Cord Length	Pallet Quantity	Weight (Lbs.)
10DOM05221	1/2	5.5	230	1/60	10'	80	16
10DOM05121	1/2	11.0	115	1/60	10'	80	16
20DOM05221	1/2	4.6	230	1/60	10'	80	16
20DOM05121	1/2	9.5	115	1/60	10'	80	16
30DOM05221	1/2	4.6	230	1/60	10'	80	16
30DOM05121	1/2	9.5	115	1/60	10'	80	16
20DOM05221+1	1/2	5.3	230	1/60	10'	80	16
20DOM05121+1	1/2	10.6	115	1/60	10'	80	16

Nylatron® is a registered trademark of Polymer Corp. SignaSeal™ and STEP Plus™ are trademarks of WICOR Industries.

In order to provide the best products possible, specifications are subject to change.

PROPLUS™

The **PROPLUS™** adjustable arc and full-circle gear driven rotor comes standard with nine numerically coded interchangeable nozzles. Excellent nozzle performance delivers an exceptional fall out pattern. In independent testing by C.I.T., the **PROPLUS™** delivered up to 90% uniform coverage.

Also Available: 12" High Pop, Shrub Head and Reclaimed Water models.

Tough, proven and advanced, the **PROPLUS™** is the leader in it's class. Set it and forget it. Arc Memory Clutch returns the rotor to its preset position. Technology works for you.

MODELS

- 11003** ProPlus
- 11003-HP** ProPlus 12" High Pop
- 11003-SH** ProPlus Shrub Head

OTHER OPTIONS: ADD TO PART NUMBER

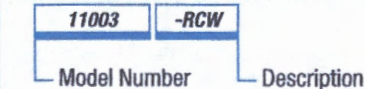
- CV** Check Valve
- LA** Low Angle Nozzle
- NN** No Nozzle
- RCW** ProPlus for Reclaimed Water w/Low Angle Nozzle

EASY ARC SETTING

Arc Selection 40° to Continuous 360°
Adjust From Left Start



HOW TO SPECIFY



K-Rain Manufacturing Corp.
1640 Australian Avenue
Riviera Beach, FL 33404 USA
+1 561 844-1002
FAX: +1 561 842-9493
1.800.735.7246 | www.krain.com

SPECIFICATIONS

- ▶ Inlet: 3/4" Threaded NPT
- ▶ Arc Adjustment Range: 40° to Continuous 360°
- ▶ Flow Range: .5 - 10.0 GPM
- ▶ Pressure Rating: 20 - 70 PSI
- ▶ Precipitation Rate: .06 to .50 Inches Per Hour (Depending on Spacing and Nozzle Used)
- ▶ Overall Height (Popped Down): 7 1/2" / 17" for High Pop
- ▶ Recommended Spacing: 28' to 44'
- ▶ Radius: 22' to 50'
- ▶ Nozzle Trajectory: 26°
- ▶ Low Angle Nozzle Trajectory: 12°
- ▶ Standard and Low Angle Nozzle: Included
- ▶ Riser Height: 5"

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PERFORMANCE DATA

PERFORMANCE			
NOZZLES	PRESSURE PSI	RADIUS FT.	FLOW GPM
#0.5	30	28'	.5
	40	29'	.6
	50	29'	.7
	60	30'	.8
#0.75	30	29'	.7
	40	30'	.8
	50	31'	.9
	60	32'	1.0
#1	30	32'	1.3
	40	33'	1.5
	50	34'	1.6
	60	35'	1.8
#2	30	37'	2.4
	40	40'	2.5
	50	42'	3.0
	60	43'	3.3
#2.5 PRE-INSTALLED	30	38'	2.5
	40	39'	2.8
	50	40'	3.2
	60	41'	3.5
#3	30	38'	3.6
	40	39'	4.2
	50	41'	4.6
	60	42'	5.0
#4	30	43'	4.4
	40	44'	5.1
	50	46'	5.6
	60	49'	5.9
#6	40	45'	5.9
	50	46'	6.0
	60	48'	6.3
	70	49'	6.7
#8	40	42'	8.0
	50	45'	8.5
	60	49'	9.5
	70	50'	10.0

METRIC			
NOZZLES	PRESSURE KPA	RADIUS METERS	FLOW L/M
#0.5	206	2.0	8.5
	275	3.0	8.8
	345	3.5	8.8
	413	4.0	9.1
#0.75	206	2.0	8.8
	275	3.0	9.1
	345	3.5	9.4
	413	4.0	9.8
#1	206	2.0	9.8
	275	3.0	10.1
	345	3.5	10.4
	413	4.0	10.7
#2	206	2.0	11.3
	275	3.0	12.2
	345	3.5	12.8
	413	4.0	13.1
#2.5 PRE-INSTALLED	206	2.04	11.6
	275	2.72	11.9
	345	3.40	12.2
	413	4.08	12.5
#3	206	2.0	11.6
	275	3.0	11.9
	345	3.5	12.5
	413	4.0	12.8
#4	206	2.0	13.1
	275	3.0	13.4
	345	3.5	14.0
	413	4.0	14.9
#6	206	3.0	13.7
	275	3.5	14.0
	345	4.0	14.6
	413	5.0	14.9
#8	206	3.0	12.8
	275	3.5	13.7
	345	4.0	14.8
	413	5.0	15.3

LOW ANGLE DATA

NOZZLES	PRESSURE PSI	RADIUS FT.	FLOW GPM
#1	30	22'	1.2
	40	24'	1.7
	50	26'	1.8
	60	28'	2.0
#3	30	29'	3.0
	40	32'	3.1
	50	35'	3.5
	60	37'	3.8
#4	30	31'	3.4
	40	34'	3.9
	50	37'	4.4
	60	38'	4.7
#6	40	38'	6.5
	50	40'	7.3
	60	42'	8.0
	70	44'	8.6

METRIC

NOZZLES	PRESSURE KPA	RADIUS METERS	FLOW L/M
#1	207	2.04	6.71
	275	2.72	7.32
	344	3.40	7.92
	413	4.08	8.53
#3	207	2.04	8.84
	275	2.72	9.75
	344	3.40	10.67
	413	4.08	11.58
#4	207	2.04	9.45
	275	2.72	10.36
	344	3.40	11.28
	413	4.08	11.58
#6	275	2.72	11.58
	344	3.40	12.19
	413	4.08	12.80
	482	4.76	13.41

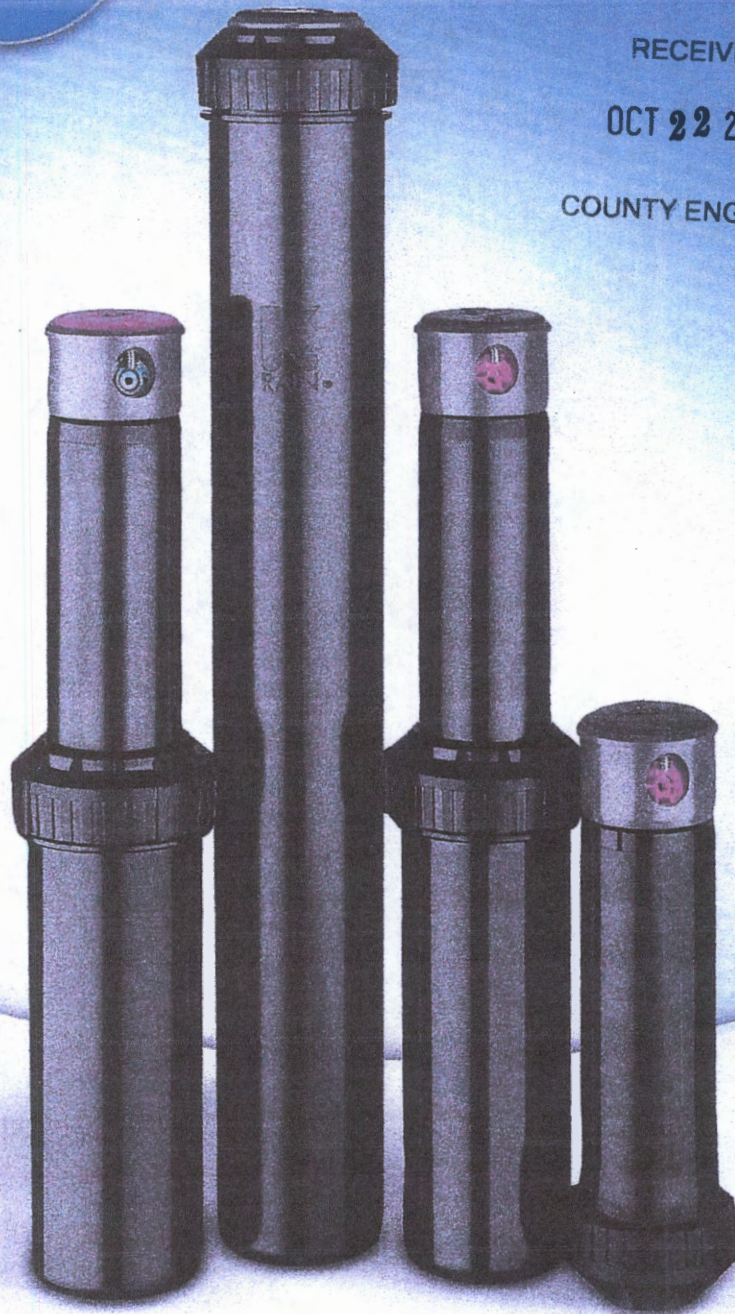
Data represents test results in zero wind. Adjust for local conditions.
Radius may be reduced with nozzle retention screw.

PROPLUS™

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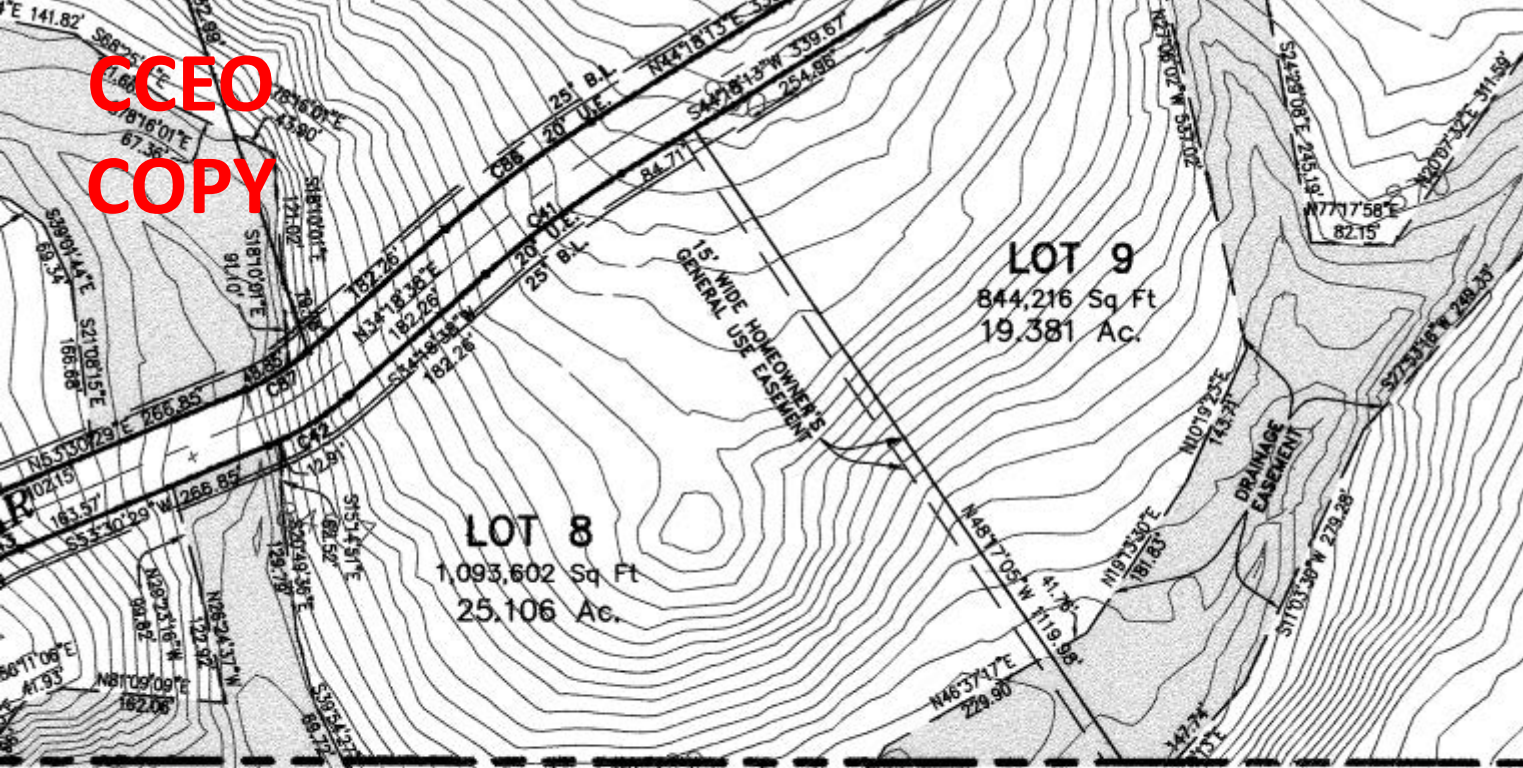
The ProPlus™ is packed with features that ensure reliability, saving the installer time, money and needless frustration.

- ▶ **Revolutionary Patented Easy Arc Set** – Simplified arc set allows for wet or dry adjustment in seconds.
- ▶ **5" Riser** – Perfect for grasses with thick thatch.
- ▶ **3/4" Inlet** – Replaces all standard rotors.
- ▶ **2N1 Adjustable or Continuous Rotation** – Provides a full range adjustment from 40° to a continuous full circle.
- ▶ **Patented Arc Set Degree Markings** – Clearly indicates the current watering pattern and simplifies arc set adjustment.
- ▶ **Arc Memory Clutch** – Prevents internal gear damage and returns rotor to its prior setting automatically if nozzle turret is forced past its stop.
- ▶ **Time Proven Patented Reversing Mechanism** – Assures continuous reverse and return...over a 20 year history.
- ▶ **Ratcheting Riser** – Allows for easy adjustment of your left starting position with a simple turn of the riser.
- ▶ **Rubber Cover** – Seals out dirt and increases product durability.
- ▶ **Wide Selection of Nozzles** – Including standard and low angle, provides flexibility in system design.
- ▶ **Optional Check Valve** – Prevents low head drainage.

K
RAIN®

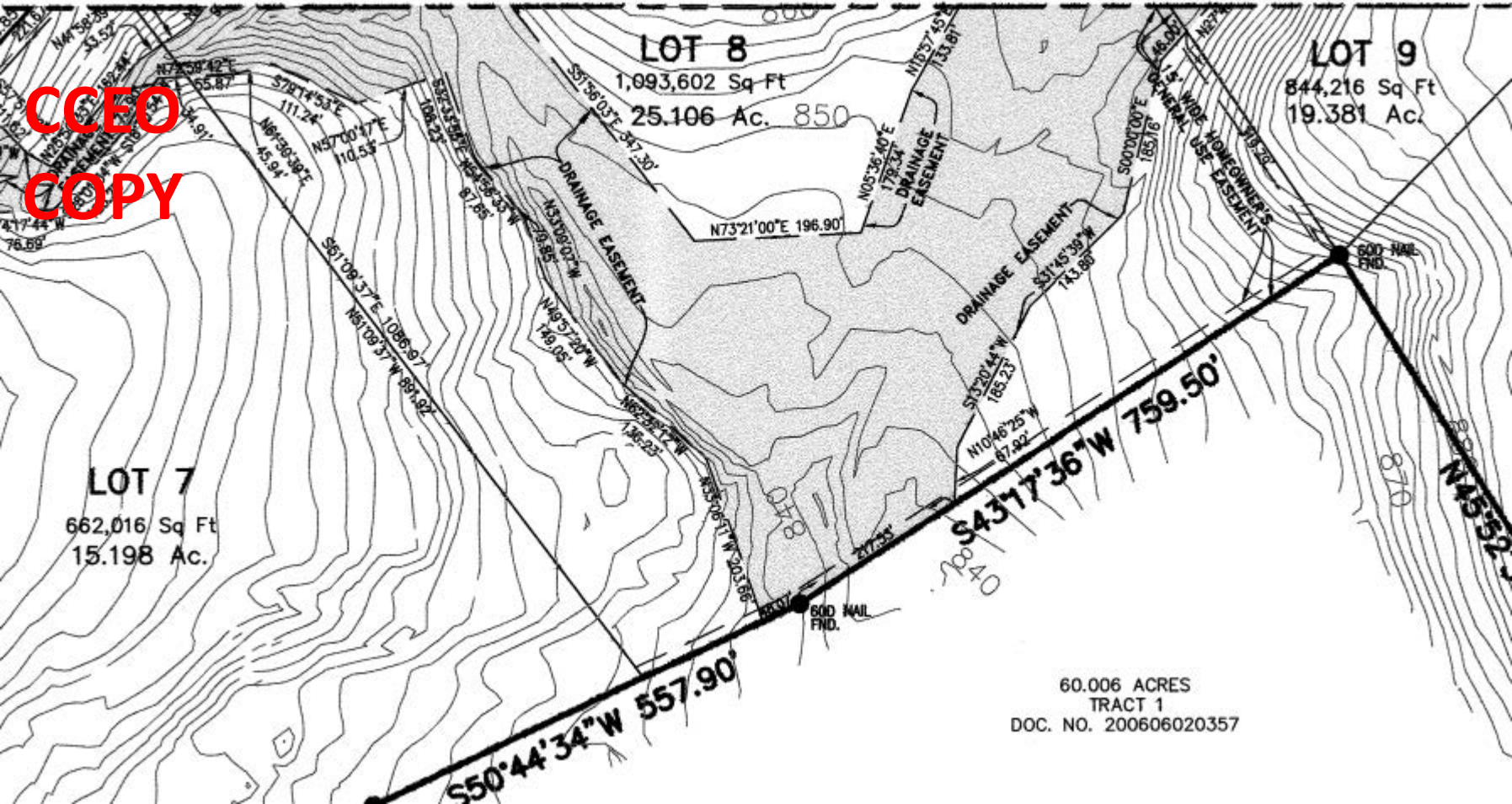
**IRRIGATION SOLUTIONS
WORLDWIDE™**

**CCEO
COPY**



al

**CCED
COPY**



60.006 ACRES
TRACT 1
DOC. NO. 200606020357

Ritzen, Brenda

From: Ritzen, Brenda
Sent: Thursday, October 24, 2019 1:51 PM
To: 'cindy@japhetbuilders.com'
Subject: 109893
Attachments: Page from 109893.pdf

Re: Mark & Denise Byerley
The Ranches of Comal Lot 8
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Cindy,

The following information is needed before I can continue processing the referenced permit submittal:

- ✓ The permit application is unclear if water saving devices are being utilized.
- ✓ The designer must include the property in its entirety on the design, identifying the limits of the drainage easement.
3. Revise as needed and resubmit.

Thank you,

Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
www.cceo.org

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

Date 9/12/2019

Permit # 109893

Owner Name Byerley, Mark & Denise
Mailing Address 1892 Heather Glen Dr
City, State, Zip New Braunfels, TX. 78130
Phone # 909-260-5415 or 909-240-8658
Email shootingstar4064@gmail.com



Agent Name Japhet Builders c/o Cindy Autrey
Agent Address 14439 NW Military Hwy, Suite 108, Box 609
City, State, Zip San Antonio, TX. 78231
Phone # 210-338-3101
Email cindy@japhetbuilders.com

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

Subdivision Name The Ranches of Comal Unit - _____ Lot 8 Block - _____

Acreage/Legal _____

Street Name/Address 4064 Shooting Star City NewBraunfels Zip 78132

Type of Development:

Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 7656

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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: \$ 1,200,000 (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 United States Army 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.

Denise Byerley
Signature of Owner

Sept. 17, 2019
Date

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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.

**DEED OF TRUST,
SECURITY AGREEMENT AND FINANCING STATEMENT**

1. **Conveyance.** Mark J. Byerley Sr. aka Mark J. Byerley and spouse, Denise L. Byerley aka Denise Lynne Byerley ("Borrower"), for the purpose of securing the indebtedness described in this Deed of Trust (the "Deed of Trust") and for the further consideration of the uses, purposes, and trusts described in this Deed of Trust, has granted, sold, and conveyed, and does grant, sell and convey, unto Danny B. Butler, Trustee, and Trustee's substitutes or successors, all of the following described real property, together with all improvements now on it or that may be placed on it during the existence of this lien, including, but not limited to, all buildings and appurtenances, all lighting fixtures, water heaters, heating, plumbing, refrigerating and air conditioning units and equipment, all window shades, venetian blinds, draperies and carpets now or hereafter attached to or used in connection with the improvements, whether attached to the improvements in a permanent manner or not (collectively, the "Property"):

4064 Shooting Star
New Braunfels, TEXAS 78132

Lot 8, RANCHES OF COMAL, a subdivision in Comal County, Texas, according to plat thereof recorded in Document No. 201306023299, Map and Plat Records of Comal County, Texas.

2. **Warranty.** TO HAVE AND TO HOLD, the Property, together with the rights, privileges and pertaining to it unto Trustee, and Trustee's successors or substitutes, forever. Borrower does hereby bind Borrower, Borrower's heirs, executors, administrators, successors and assigns to **WARRANT AND FOREVER DEFEND**, the Property unto the Trustee, Trustee's substitutes or successors, forever against the claim or claims of all persons claiming or to claim the same or any part thereof.

3. **Indebtedness and Note.** This conveyance is made in TRUST for the purpose of securing the payment of the indebtedness evidenced by the following described promissory note (the "Note"):

Promissory note in the original principal sum of ONE MILLION SEVEN HUNDRED FORTY THOUSAND AND NO/100 DOLLARS (\$1,740,000.00) dated the same date as this Deed of Trust, executed by Borrower payable to the order of Jefferson Bank ("Lender") in payments and at the rates of interest described in the Note. The final maturity date of the Note is September 21, 2020.

The Note provides for the right to declare the unpaid principal and the accrued but unpaid interest due and payable in the event of default and for attorneys' fees. The Note provides for periodic advances of principal which are governed by and are to be made in accordance with a document entitled "Construction Loan Agreement" dated the same date as this Deed of Trust (the "Loan Agreement").

4. **Right to Perform Borrower's Covenants and Make Future Advances.**

(a) If Borrower fails to keep or perform any covenant contained in this Deed of Trust or any other document executed in connection with, as evidence of, or as security for the Note, Lender may, but is not obligated to any person to, perform any such covenant and any payment made or expenses incurred in the performance of any such covenant will become a part of the indebtedness secured by this Deed of Trust and Borrower promises to pay Lender, upon demand, at the place where the Note is payable, all sums so paid by Lender with interest from the date when paid or incurred by Lender at the Maximum Rate (as defined in the Note). No such payment by Lender will constitute a waiver of any default under the Note, this Deed of Trust, or any other document executed in connection with, as evidence of, or as security for the Note. In addition to the liens and security interests created by or granted in this Deed of Trust, Lender will be subrogated to all rights, titles, liens, and security interests securing the payment of any debt, claim, tax, or assessment which is paid by Lender.

(b) It is contemplated that Borrower may become indebted to Lender in the future for further sums, including taxes, insurance premiums, appraisal fees, attorney's fees, collection costs, title insurance premiums and expenses associated with environmental

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compliance which are paid by Lender on behalf of Borrower, and other charges incurred by Lender in connection with the Property and this Deed of Trust. Therefore, this conveyance is made not only for the security and enforcement of the payment of the indebtedness but also for any future indebtedness of Borrower to the Lender incurred in connection with the Property, this Deed of Trust or any other instrument executed in connection with, as evidence of, or as security for the Note.

5. **Subrogation.** The lien created by this Deed of Trust shall take precedence over and be a prior lien to any other lien of any character subsequently created on the Property, and if any money advanced by Lender to, or on behalf of, Borrower, as part of the indebtedness evidenced by the Note is used to pay off and satisfy any liens existing on the Property prior to the date of this Deed of Trust, then Lender is, and shall be, subrogated to all of the rights, liens, remedies, equities, superior title and benefits held, owned, or enjoyed by the holders of the liens so paid off and satisfied.

6. **Application of Payments.** If any portion of Borrower's indebtedness to Lender cannot be lawfully secured by this Deed of Trust lien on the Property, Borrower agrees that the first payments made on the indebtedness shall be applied to the discharge of that portion of the indebtedness which cannot be lawfully secured by this Deed of Trust lien.

7. **Plural Reference.** If this Deed of Trust is executed by more than one person, corporation or other legal entity, the singular reference of Borrower shall include all of these persons, corporations, or other legal entities.

8. **Heirs, Successors and Assigns.** All covenants and agreements agreed to be performed by Borrower or Lender pursuant to this Deed of Trust, and the rights conferred upon Borrower and Lender, shall be binding upon and inure to the benefit of not only Borrower and Lender, but also their respective heirs, executors, administrators, grantees, successors and assigns.

9. **Maximum Interest.** Determination of the rate of interest shall be made by amortizing, prorating, allocating, and spreading, in equal parts during the full contracted period of the term of the Note all interest at any time contracted for, charged, or received from the Borrower in connection with the Note. No provision of this instrument or of the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If at any time the interest received or contracted for exceeds the maximum lawful rate, the Lender shall refund the amount of the excess or shall credit the amount of the excess against amounts owing pursuant to the Note and the excess shall not be considered the payment of interest.

10. **Notices.** All notices permitted under this instrument shall be given to the addressee at the following address: If to Lender P.O. Box 5190, San Antonio, TX 78201, if to Borrower 3885 Flying Cloud Ln., Lake Havasu City, AZ 86406. All notices shall be in writing and shall be considered properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering them in person to the addressee, or by prepaid telegram. All notices permitted to be given by mail shall be effective upon deposit into the care and custody of the U.S. Postal Service. Notice given in any other manner shall be effective upon receipt at the address of addressee. Either party may change its address for purposes of receiving notice under this instrument upon not less than fifteen (15) days notice given in the manner described in this Paragraph.

11. **Eminent Domain.** If all or any part of the Property is taken by the right of eminent domain, all sums awarded to Borrower in any condemnation proceeding shall be payable to Lender and shall be applied toward the payment of the Note and shall be applied first to the payment of accrued but unpaid interest and second to the reduction of unpaid principal and any other indebtedness of Borrower to Lender.

12. **Release.** When the indebtedness secured by this Deed of Trust is paid in full and Borrower has performed all of the covenants in this Deed of Trust, and in any other document executed in connection with, as evidence of, or as security for the Note, this lien shall be released, at Borrower's expense.

13. **Extension and Partial Releases.** Extensions of the time of payment of all or any part of the indebtedness secured may be given, and any part of the Property may be released from this lien without altering or affecting in any way the priority of the lien created hereby.

14. **Special Covenants.** Borrower represents that it owns the Property, in fee, and has the right to convey it and that the Property is free from all encumbrances. Borrower further covenants and agrees as follows:

(a) **Repairs and Condition of the Property.** To keep the improvements on the Property in good repair, working order and condition, and not to permit or commit any waste of them; to keep the improvements occupied so as not to impair insurance on them.

(b) **Inspection.** To allow Lender to inspect the Property and improvements at any time, for any reason, including without limitation, to perform appraisals and environmental studies, assessments and tests.

(c) **Attorneys' Fees and Expenses.** To pay all attorneys' fees and expenses which may be incurred by Lender in any suit in which it may become a party, where this Deed of Trust or the Property is involved in any manner, and to pay any expenses incurred by it in

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presenting a claim against an estate of decedent or bankrupt.

(d) **Taxes and Assessments.** To protect the title and possession of the Property and to pay when due all taxes, assessments, and other governmental, municipal or other public dues, charges, fines or impositions, now existing or levied or assessed upon the Property in the future, and to preserve and maintain the lien created by this Deed of Trust, as a first and prior lien on the Property, including any and all improvements. Unless Lender requires Borrower to make escrow payments for taxes and insurance pursuant to paragraph 15 of this Deed of Trust, Borrower shall deliver to Lender, at least thirty (30) days before any taxes or assessments are delinquent, paid receipts evidencing payment of same. Borrower may contest the validity or amount of any tax or assessment for which Borrower is responsible. In the event of a contest, the payment of a contested imposition may be deferred during the pendency of such contest, if diligently prosecuted. Nothing contained in this Deed of Trust, shall be construed to allow any taxes or assessments to remain unpaid for a length of time that will permit the Property, or any part of it, to be sold by any governmental authority for the non-payment of same.

(e) **Insurance.** To keep and maintain all insurance policies required by Lender pursuant to the Loan Agreement.

15. Escrow Account. If Section 1026.35 of Federal Regulation Z, 12 CFR 1026.35, requires Lender to establish an escrow account for the payment of property taxes and insurance premiums, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for the following items (the "Escrow Items"): (a) taxes and assessments assessed against the Property and (b) premiums for any and all insurance required by Lender under this Deed of Trust. Lender may, at any time, collect and hold Funds in an amount sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act ("RESPA"); however, the amount shall not exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA. If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments. Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

16. Covenants Regarding Environmental Compliance. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

17. Default by Borrower. Lender may, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due and payable, and this Deed of Trust may be enforced immediately, as is hereinafter provided, upon the occurrence of any one of the following events of default:

(a) If Borrower fails to pay the Note, any installment or portion of the Note, or any other indebtedness secured by or payable under this Deed of Trust, the Loan Agreement or any other document executed in connection with, as evidence of, or as security for the Note, as and when the same shall become due and payable, whether at the due date thereof, by acceleration or otherwise.

(b) If Borrower fails, refuses or neglects to fully and timely perform and discharge any covenant contained in the Note, this Deed of Trust, the Loan Agreement or in any other documents executed in connection with, as evidence of, or as security for the Note.

(c) If Borrower fails to pay the premiums on any insurance policies required by Lender in connection with or as security for the Note when they become due and payable.

(d) If Borrower fails to furnish or deliver any information, statements or instruments, including without limitation, any required tax

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receipts, insurance policies, financial statements, appraisals, operating statements, rent rolls, tax returns, and environmental studies, tests or assessments, that are required to be furnished to Lender by this Deed of Trust or the Loan Agreement at the times required by this Deed of Trust and the Loan Agreement.

(e) If any statement, representation or warranty made by Borrower, any general partner of Borrower, or any Guarantor of the indebtedness in this Deed of Trust, in any document executed in connection with, as evidence of, or as security for the Note, or in any financial statement or any other writing delivered to Lender in connection with the Note shall be false, erroneous or misleading in any material respect.

(f) If all or any part of the Property (or an interest in it) is sold, transferred or conveyed by Borrower without Lender's prior written consent. With respect to a particular sale, transfer or conveyance, Lender shall have waived this option to accelerate if, prior to that sale, transfer or conveyance, Lender and the person to whom the Property is to be sold, transferred or conveyed reach an agreement in writing that the credit of that person is satisfactory to Lender. Lender shall also have the option of changing the interest rate and the amount of the payments of the Note secured by this Deed of Trust. The Property shall be considered "sold, transferred or conveyed" if it is (1) sold under a contract of sale, contract for deed, or other similar conveyance of equitable title; or (2) leased for a term of more than three years with an option to purchase.

(g) If all or any part of the Property is mortgaged, pledged, hypothecated or otherwise encumbered by Borrower without Lender's prior written consent, which consent may be withheld at Lender's sole discretion.

(h) If Borrower, any Guarantor of the indebtedness secured hereby or any other person or entity obligated to pay the indebtedness shall (1) commence any case, proceeding or other action seeking an order for relief as a debtor, reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any state or federal law relating to bankruptcy, insolvency, reorganization or relief of debtors; (2) seek, consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property; (3) make a general assignment for the benefit of its creditors; or (4) admit in writing its inability to pay its debts as they mature.

(i) If (1) a petition is filed against Borrower, any general partner of Borrower, or any Guarantor of the indebtedness seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or other competent jurisdiction or (2) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of Borrower, any general partner of Borrower or any Guarantor, a receiver or trustee for it or him, or for all or any part of its or his property, and such petition, order, judgment or decree shall not be and remain discharged or stayed within a period of sixty (60) days after its entry.

(j) The holder of any lien or security interest on the Property institutes foreclosure or other proceedings for the enforcement of its remedies under that lien or security interest.

(k) The death, dissolution, liquidation, merger or other similar event affecting Borrower, any general partner of the Borrower or any Guarantor of the indebtedness.

(l) If Borrower abandons the Property.

(m) If a "default" as defined in the Loan Agreement occurs and is continuing as provided in the Loan Agreement.

1f. Trustee's Sale. When Borrower has defaulted, as above provided, it shall be the duty of the Trustee, at the request of Lender to enforce this Trust in the following manner: The Trustee shall advertise the time, place and terms of the sale of the Property for at least twenty-one (21) days preceding the day of sale by posting written or printed notice of it at the courthouse door of the county where the Property, or any part of the Property, is situated; the notice may be posted by the Trustee, or by any person acting for Trustee and by filing a copy of the notice in the office of the County Clerk of the county in which the sale is made at least twenty-one (21) days preceding the date of sale; the Trustee shall then sell the Property in accordance with the notice on the first Tuesday of the month designated in the notice, at the time and place set forth therein, or not later than three (3) hours after such time (but in no event earlier than 10:00 o'clock a.m. or later than 4:00 o'clock p.m.) to the highest bidder for cash, selling all of the Property as an entirety or in such parcels as the Trustee may elect, and the Trustee may make due conveyance to the purchaser, with general warranty binding the Borrower, its heirs, successors and assigns, subject to the Permitted Encumbrances. The Trustee may, in Trustee's sole and absolute discretion, determine that a credit bid may be in the best interest of the Borrower and Lender, and elect to sell the Property for credit or for a combination of cash and credit; provided, however, that the Trustee shall have no obligation to accept any bid except an all cash bid. Furthermore, the criteria under which any credit portion of any bid may be made shall be determined by Trustee, in his sole and absolute discretion. In the event the Trustee requires a cash bid and cash is not delivered within a reasonable time after conclusion of the bidding process, as specified by the Trustee, but in no event later three (3) hours and forty five (45) minutes after the earliest time the sale was scheduled to commence, then said contingent sale shall be null and void, the bidding process may be recommenced, and any subsequent bids or sale shall be made as if no prior bids were made or accepted. The proceeds of this sale shall be applied by Trustee in the following order and priority: (1) first, to the payment of all expenses of advertising, selling, and conveying the Property or part thereof, and/or prosecuting or otherwise collecting rents, proceeds, premiums or other costs including reasonable attorneys' fees, whether incurred by Lender or Trustee or both, and a reasonable fee or commission to Trustee, not to exceed five percent of the proceeds thereof or costs so received; (2) second, to that portion, if any, the full amount of principal, interest, attorneys' fees and other charges due and unpaid on the Note with respect to which no person or entity has personal or entity liability for payment (the Exculpated Portions), and with respect to the Exculpated Portion as follows: first, to accrued but unpaid interest, second, to matured principal, and third, to unmatured principal in inverse order of maturity; (3) third, to the remainder of the full amount of principal,

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interest, attorneys' fees and other charges due and unpaid on the Note as follows: first, to the remaining accrued but unpaid interest, second, to the matured portion of principal of the said indebtedness, and third, to prepayment of the unmatured portion, if any, of principal of said indebtedness applied to installments of principal in inverse order of maturity; (4) then, the residue, if any, to the persons legally entitled thereto if Trustee is able to determine, to his own satisfaction, what amounts are due which parties; however, if, in the Trustee's sole discretion, (a) Trustee determines there exist any competing claims for the balance of the proceeds after the full amount of principal, interest, attorneys' fees and other charges due and unpaid on the Note and Trustee, or (b) Trustee is unable to determine, to his own satisfaction what amounts should be paid to which parties, Trustee shall have the right to institute a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any persons claiming an interest therein and Trustee shall recover from the proceeds so interpled, before any distribution to the claimants, all costs incurred in instituting said Bill of Interpleader including without limitation, attorneys' fees and costs of court. Trustee will give written notice to each debtor who, according to the records of the Lender, is obligated to pay the indebtedness secured by this Deed of Trust, of Trustee's intention to interplead the remaining proceeds, but no further consent of any such debtor shall be required other than that evidenced by this Deed of Trust. Lender shall have the right to purchase at any sale of the Property if it is the highest bidder and it shall have the right to have the amount for which the Property is sold credited on its indebtedness then owing. If a foreclosure under this Deed of Trust is commenced by the Trustee, Lender, at any time before the sale of the Property, may direct Trustee to abandon the sale, and may then institute suit for the collection of the Note and for Judicial foreclosure of this Deed of Trust lien. If such a suit is instituted, Lender, at any time before the entry of a final judgment in the suit, may dismiss the suit and require Trustee to sell the Property in accordance with the provisions of this Deed of Trust. In addition to the printed notice described above, Lender, at least twenty-one (21) days preceding the date of sale, shall serve written notice of the proposed sale by certified mail on each debtor who, according to Lender's records is obligated to pay the indebtedness secured by this Deed of Trust. Notice shall be complete upon deposit of the notice, enclosed in a postpaid wrapper, addressed to such debtor at the most recent address as shown by Lender's records, in a post office or official depository under the care and custody of the United States Postal Service, as provided in the paragraph of this Deed of Trust entitled "NOTICES."

19. **Substitute Trustee.** In case of the death of Trustee or any Substitute Trustee or the refusal, failure or inability of any Trustee or Substitute Trustee, for any reason, to act under this Deed of Trust, or if Lender deems it desirable to remove, without cause, Trustee or any Substitute Trustee, and appoint another to execute this trust, then, Lender shall have the right, and is authorized and empowered, to appoint, in writing, a Substitute Trustee, who shall become vested with and succeed to all of the right, title, power and duties of the Trustee named in this Deed of Trust, the same as if the Substitute Trustee had been named the original Trustee in this Deed of Trust, and any conveyance executed by any Substitute Trustee shall have the same effect as if executed by the original Trustee. No bond shall be required of Trustee or any Substitute Trustee, and Trustee and any Substitute Trustee shall have the power to delegate any of the powers vested in Trustee by this Deed of Trust.

20. **Surrender of the Premises.** If a sale is made of any portion of the Property, under the terms of this Deed of Trust, Borrower shall surrender and deliver possession of the Property to the purchaser at the sale, and if Borrower fails to do so, Borrower, from and after the sale, shall be and continue as the tenant at will of such purchaser, and if Borrower fails to surrender possession of the Property upon demand, the purchaser shall be entitled to institute an action for forcible detainer of the Property in the Justice of the Peace Court in the Justice Precinct in which the Property or any part of it is located.

21. **Security Agreement and Financing Statement.** By this instrument Borrower, in addition to fixing and creating a Deed of Trust lien upon the Property, also creates and grants to Lender, pursuant to the Texas Business and Commerce Code, a Security Interest in all of the property described in Schedule 1 (the "Collateral") which is attached to and made a part of this instrument for all purposes. In the event of a foreclosure sale under this instrument, the Property as well as all of the Collateral may, at the option of the Lender, be sold as a whole and it shall not be necessary to have the Collateral present at the place of sale. Borrower agrees that Lender may file this Deed of Trust or a reproduction of it in the Real Property Records or other appropriate index as a financing statement for the Collateral. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. Borrower, as debtor, authorizes Lender, as secured party, to file all financing statements deemed necessary or advisable by Lender, in its sole and absolute discretion, to perfect the security interests granted by this Deed of Trust in such form and with such content as Lender deems necessary or advisable in Lender's sole and absolute discretion. Borrower, as debtor, also ratifies and authorizes any financing statements filed in connection with the Note by Lender, as secured party, prior to the date of this Deed of Trust. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases of them, and shall pay all reasonable costs and expenses of any record searches for financing statements as Lender may require. Without prior written consent of Lender, Borrower shall not create or suffer to be created any other security interest in the Collateral, including any replacements, substitutions, and additions of or to the Collateral. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to the Collateral. In exercising any of these remedies, Lender may proceed against the Property and all or part of the Collateral separately or together and in any order whatsoever,

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without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the remedies provided by this Deed of Trust. If Lender chooses to conduct a sale of all or part of the Collateral separate and apart from the foreclosure sale of the Property, Borrower agrees that written notice of the sale of the Collateral received by Borrower at least five (5) days prior to its sale, and otherwise in accordance with the Note or the Deed of Trust, shall be commercially reasonable as contemplated by the Uniform Commercial Code.

22. **Assignment of Rents.** As additional security for the indebtedness, Borrower assigns to Lender all rents, revenues, profits, and income now or in the future accruing from the Property. Upon the occurrence of an event of default as described in this Deed of Trust, Lender is authorized to take immediate possession of the Property and operate, lease or rent it and collect all of the rents and income arising from it, and apply them to the indebtedness, after first deducting the costs of collection, administration and repairs. This assignment of rents, revenues, profits and income shall be irrevocable, and in addition to other remedies provided by this Deed of Trust. In no event shall this remedy prevent or delay a foreclosure of this Deed of Trust. Lender shall not be liable in any way for acting in the manner described in this paragraph, and, specifically, Lender shall not be liable for its failure or inability to collect the rents, revenues, profits or income from the Property, whether negligent or not.

23. **Choice of Law.** THIS DEED OF TRUST, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY TEXAS LAW (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

24. **TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE.** (A) BORROWER IS REQUIRED TO: (i) KEEP THE PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT LENDER SPECIFIES; (ii) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (iii) NAME LENDER AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS; (B) BORROWER MUST, IF REQUIRED BY LENDER, DELIVER TO LENDER A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) IF BORROWER FAILS TO MEET ANY REQUIREMENT LISTED IN PARAGRAPH (A) OR (B), LENDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF BORROWER AT BORROWER'S EXPENSE.

25. **Purpose.** This Deed of Trust and the Note are given in renewal and extension of the unpaid balances of principal and interest due and owing on the following described note(s) and all of the lien(s), rights, assignments, and security interests securing them that are created, made, or granted by the following described instruments, all of which are now owned and held by Lender or will be transferred to Lender and which Borrower expressly acknowledges to be valid and existing against the Property:

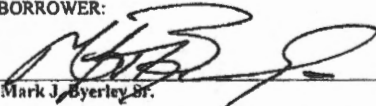
Mechanic's Lien Note in the amount of \$1,980,000.00 dated the same date as this Deed of Trust, executed by Borrower, payable to Japhet Enterprises, LLC, and secured by a Mechanic's Lien Contract, dated the same date, recorded in the Real Property Records of Comal County, Texas.

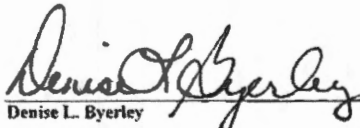
This instrument is a "construction mortgage" within the meaning of Section 9.334 of Texas Business and Commerce Code.

26. **Jury Waiver.** LENDER AND BORROWER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER LENDER OR BORROWER AGAINST THE OTHER.

DATED: September 21, 2018

BORROWER:


Mark J. Byerley Sr. -Borrower


Denise L. Byerley -Borrower

Lender's and Trustee's Address:
P.O. Box 5190
San Antonio, TX 78201

Borrower's Address:
3885 Flying Cloud Ln.
Lake Havasu City, AZ 86406

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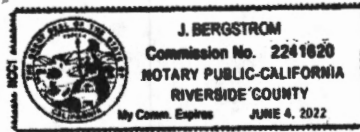
CALIFORNIA 38
STATE OF ARIZONA
COUNTY OF SAN BERNARDINO

This instrument was acknowledged before me on the 21 day of September, 2018 by Mark J. Byerley Sr. and Denise L. Byerley.

J. Bergstrom 38
Notary Public, State of ARIZONA CALIFORNIA

Loan originator (Organization): Jefferson Bank; NMLS #: 597833
Loan originator (Individual): Elaine Leangre; NMLS #: 228126

AFTER RECORDING RETURN TO:
Jefferson Bank
Attention: Loan Administration (LVBC)
P.O. Box 5190
San Antonio, TEXAS 78201



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SCHEDULE 1

The Collateral is or includes the following types or items of property and all replacements, substitutions and additions to them:

All right, title, and interest, now owned or hereafter acquired by Borrower in the intangible personal property described below and in all fixtures, equipment, furniture, furnishings, and other articles of tangible personal property which are now or hereafter, either a part of the Property, located on the Property, utilized in connection with the operation of the Property, or delivered to the Property for use or incorporation into the construction of any improvements on the Property, including, without limitation, the following:

- (a) Any and all buildings, improvements and tenements now or hereafter erected on the Property;
- (b) Any and all heretofore or hereafter vacated alleys and streets abutting the Property, easements, rights, appurtenances, rents (subject, however, to any other assignment of rents granted by Borrower to Lender), leases, royalties, mineral, oil and gas rights and profits, water, water rights and water stock appurtenant to the Property;
- (c) Any and all fixtures, machinery, equipment, engines, boilers, incinerators, building materials, appliances, and goods of every nature whatsoever now or hereafter located on, or on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light; all elevators and related machinery and equipment; fire prevention and extinguishing apparatus, security and access control apparatus; plumbing and plumbing fixtures; refrigerating, cooking and laundry equipment; floor coverings and interior and exterior window treatments; furniture and cabinets; interior and exterior plantings and plant and lawn maintenance equipment;
- (d) Any and all plans and specifications for development of or construction of improvements upon the Property;
- (e) Any and all contracts and subcontracts relating to the Property, including without limitation, all contracts for the sale of the Property and all earnest money deposits made in connection therewith, as well as all of Borrower's rights under any agreements to make a mortgage loan secured by the Property;
- (f) Any and all accounts, contract rights, instruments, documents and general intangibles arising from or by virtue of any transactions related to the Property;
- (g) Any and all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;
- (h) Any and all proceeds arising from or by virtue of the sale, lease, or other disposition of any of the Property;
- (i) Any and all proceeds payable or to be payable under each policy of insurance relating to the Property, including without limitation, refunds of premiums paid therefore;
- (j) Any and all proceeds arising from the taking of all or a part of the Property for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof;
- (k) All other interests of every kind and character which Borrower now has or at any time hereafter acquires in and to the Property, including all other items of property and rights described elsewhere in this instrument.

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
10/01/2018 08:11:52 AM
TERRI 8 Pages(s)
201806038111



Bobbie Koepf

MJ Septic, LLC
1328 W Borgfeld
San Antonio, TX 78260

Phone: (210) 875-3625

www.mjseptic.com mjseptic@mjseptic.com

To: **Mark & Denise Byerley**
4064 Shooting Star
New Braunfels, TX 78132

Printed:8/19/2022
Site: 4064 Shooting Star
New Braunfels, TX 78132

Permit #: **109893**

Agency: Comal County Environmental Health
County: Comal Sub: The Ranches of Comal
Mfg / Brand: Pro Flo Aerobic Systems, LP - Pro Flo Aerobic Systems, LP
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 5513
Contract Dates: 3/4/2022 - 3/4/2024
Scheduled Date: 7/4/2022 Inspection 1 of 6

Service Type: Scheduled Inspection

Visit Date: 7/22/2022

Time In: 3:13 pm

Method: Other

Technician: Manuel Guerrero

Maint. Provider: Michael J. Long

This counts as a type of "Scheduled Inspection"

Entered By: Tracy Murphy

- Copy emailed to Customer
Customer Emailed: 7/29/2022
- Copy emailed to the Agency
Agency Emailed: 8/19/2022

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.1mg/L

Sludge Levels

For Tank 1: 1"

Chlorinator: Op

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Tech reset your timer. - Technician Secured the Tank Lid and/or Riser prior to leaving location. - *Septic tank cleaning is recommended between 10 and 12 inches of sludge in the pump tank (tank 1) or unless otherwise recommended by technician for other reasons such as full trash tank, etc.* - *This inspection report is not valid for any real estate transactions* - Copy emailed to the customer on 7/29/2022.

Insp ID #:46068

Provider: *Michael J. Long*

License Info: MP0001294 Expires: 8/31/2022

MJ Septic, LLC
1328 W Borgfeld
San Antonio, TX 78260

Phone: (210) 875-3625

www.mjseptic.com mjseptic@mjseptic.com

To: **Mark & Denise Byerley**
4064 Shooting Star
New Braunfels, TX 78132

Printed: 12/9/2022
Site: 4064 Shooting Star
New Braunfels, TX 78132

Permit #: **109893**

Agency: Comal County Environmental Health

County: Comal

Sub: The Ranches of Comal

Mfg / Brand: Pro Flo Aerobic Systems, LP - Pro Flo Aerobic Systems, LP

Treatment Type: Aerobic

Disposal: Surface Application

Customer ID: 5513

Contract Dates: 3/4/2022 - 3/4/2024

Scheduled Date: 11/4/2022

Inspection 2 of 6

Service Type: Scheduled Inspection

Visit Date: **11/9/2022**

Time In: 2:21 pm

Method: Other

Technician: Paul Chavarria

Maint. Provider: Michael J. Long

This counts as a type of "Scheduled Inspection"

Entered By: Audrey Miller

Copy emailed to Customer

Customer Emailed: 11/15/2022

Copy emailed to the Agency

Agency Emailed: 12/9/2022

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0mg/L

Sludge Levels

For Tank 1: 5"

Chlorinator: Op

Tank Lid / Riser: Secured

**Problem
Indicated**

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Technician noted that there was a problem or issue with this Scheduled Inspection.
- Attention: Chlorine Residual reading was ZERO.
- Please add chlorine to your system monthly as required, per the terms of your contract.

- Tech reset your timer.
- Technician Secured the Tank Lid and/or Riser prior to leaving location.
- *Septic tank cleaning is recommended between 10 and 12 inches of sludge in the pump tank (tank 1) or unless otherwise recommended by technician for other reasons such as full trash tank, etc.*
- *This inspection report is not valid for any real estate transactions* - Copy emailed to the customer on 11/15/2022.

Insp ID #:48263

Provider: *Michael J. Long*

MJ Septic, LLC
1328 W Borgfeld
San Antonio, TX 78260

Phone: (210) 875-3625

www.mjseptic.com mjseptic@mjseptic.com

To: **Mark & Denise Byerley**
4064 Shooting Star
New Braunfels, TX 78132

Printed: 7/28/2023
Site: 4064 Shooting Star
New Braunfels, TX 78132

Permit #: **109893**

Agency: Comal County Environmental Health
County: Comal Sub: The Ranches of Comal
Mfg / Brand: Pro Flo Aerobic Systems, LP - Pro Flo Aerobic Systems, LP
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 5513
Contract Dates: 3/4/2022 - 3/4/2024
Scheduled Date: 3/4/2023 Inspection 3 of 6

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: **3/23/2023**

Time In: 10:37 am

Out: 10:46 am

Entered By: Audrey Miller

Method: Other

Copy emailed to Customer
Customer Emailed: 3/24/2023

Technician: Roy Garza

Copy emailed to the Agency
Agency Emailed: 7/28/2023

Maint. Provider: Michael J. Long

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 4"

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0mg/L

Chlorinator: Op

Tank Lid / Riser: Secured

**Problem
Indicated**

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Technician noted that there was a problem or issue with this Scheduled Inspection.

- Please treat for ants, they will mound inside/around the air compressor and will ruin the electrical and void any warranties.

- Attention: Chlorine Residual reading was ZERO - Please add chlorine to your system monthly as required, per the terms of your contract.

- Tech reset your timer. - Technician Secured the Tank Lid and/or Riser prior to leaving location. - *Septic tank cleaning is recommended between 10 and 12 inches of sludge in the pump tank (tank 1) or unless otherwise recommended by technician for other reasons such as full trash tank, etc.* - *This inspection report is not valid for any real estate transactions* - Copy emailed to the customer on 3/24/2023.

Insp ID #:50926

MJ Septic, LLC
1328 W Borgfeld
San Antonio, TX 78260

Phone: (210) 875-3625

www.mjseptic.com mjseptic@mjseptic.com

To: **Mark & Denise Byerley**
4064 Shooting Star
New Braunfels, TX 78132

Printed: 7/28/2023
Site: 4064 Shooting Star
New Braunfels, TX 78132

Permit #: **109893**

Agency: Comal County Environmental Health
County: Comal Sub: The Ranches of Comal
Mfg / Brand: Pro Flo Aerobic Systems, LP - Pro Flo Aerobic Systems, LP
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 5513
Contract Dates: 3/4/2022 - 3/4/2024
Scheduled Date: 7/4/2023 Inspection 4 of 6

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: **7/20/2023**

Time In: 1:11 pm

Out: 11:27 pm

Entered By: Brianna Perez

Method: Other

Copy emailed to Customer
Customer Emailed: 7/26/2023

Technician: Steve Chavarria

Copy emailed to the Agency
Agency Emailed: 7/28/2023

Maint. Provider: Michael J. Long

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 6"

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.1mg/L

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Tech reset your timer. - Technician Secured the Tank Lid and/or Riser prior to leaving location. - *Septic tank cleaning is recommended between 10 and 12 inches of sludge in the pump tank (tank 1) or unless otherwise recommended by technician for other reasons such as full trash tank, etc.* - *This inspection report is not valid for any real estate transactions* - Copy emailed to the customer on 7/26/2023.

Insp ID #:53694

Provider: *Michael J. Long*

License Info: MP0001294 Expires: 8/31/2025