



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **06/05/2020** Permit Number: **110012**

Location Description: 5943 COLIN RDG
NEW BRAUNFELS, TX 78132
Subdivision: Copper Ridge. The Addition North Phase
Unit:
Lot: 32
Block: M
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: Yesenia Alvarez Voigt & Dale Steven Voigt

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

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

Alterations to this permit including, but not limited to:

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

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

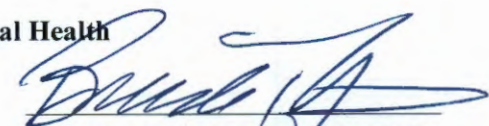
Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

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

Licensing Authority

Comal County Environmental Health


ENVIRONMENTAL HEALTH INSPECTOR
OS8497


ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swoyer OSSF Installer #: OS0026238

1st Inspection Date: 6/3/20 2nd Inspection Date: _____ 3rd Inspection Date: 6/5/20

Inspector Name: CONNOR Inspector Name: _____ Inspector Name: M.K.C.T.

Permit#: 110012 Address: 5943 Colin Ridge

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	X	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)		X		6/5/20
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	X	285.91(10) 285.30(b)(4) 285.31(d)		X		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	X	285.32(a)(1)		X		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	X	285.32(a)(3)		X		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	X	285.32(a)(5)		X		
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)(III) 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. OPERATIONAL. COVER ALL.

MT-6/5/20
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	X	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		X		
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	X			X		6/5/20
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	X X		Maxx Air M 600	X X		
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)	X	285.33(d)(6) 285.33(c)(4)	aerobic spray	X		
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	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	X	285.32(c)(1)				6/5/20
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	X X X X			X X X X		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	X			X		
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	X			X		

**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?	X	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)		X		6/5/20
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	X X	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)		X X		
42	APPLICATION AREA Area Installed	X			X		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Swoyer OSSF Installer #: OS0026238

1st Inspection Date: 6/3/20 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: CONNOR Inspector Name: _____ Inspector Name: _____

Permit#: 110012 Address: 5943 Colin Ridge

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	X	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)		X		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	X	285.91(10) 285.30(b)(4) 285.31(d)		X		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	X	285.32(a)(1)		X		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	X	285.32(a)(3)		X		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	X	285.32(a)(5)		X		
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. OPERATIONAL. COVER ALL.

**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	X	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		X		
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	X			X		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	X X		Maxx Air M 600	X X		
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)	X	285.33(d)(6) 285.33(c)(4)	aerobic spray	X		
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	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	X	285.32(c)(1)				
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	X X X X			X X X X		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	X			X		
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	X			X		

**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?	X	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)		X		
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	X X	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)		X X		
42	APPLICATION AREA Area Installed	X			X		
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: 110012
Issued This Date: 11/21/2019
This permit is hereby given to: Yesenia Alvarez Voigt & Dale Steven Voigt

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

5943 COLIN RDG
NEW BRAUNFELS, TX 78132

Subdivision: Copper Ridge, The Addition North Phase
Unit:
Lot: 32
Block: M
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

Date 10/31/19

Permit # 110012

Owner Name YESENIA ALVAREZ VOIGT & DALE STEVEN VOIGT
Mailing Address c/o 23011 FM 306
City, State, Zip Canyon Lake, TX 78133
Phone # 830-935-4936
Email paul@paulswoyerseptics.com

Agent Name GREG W. JOHNSON, P.E.
Agent Address 170 Hollow Oak
City, State, Zip New Braunfels, TX 78132
Phone # 830-905-2778
Email gregjohnsonpe@yahoo.com

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

Subdivision Name COPPER RIDGE, THE ADDITION NORTH PHASE Unit _____ Lot 32 Block M

Acreage/Legal _____

Street Name/Address 5943 COLIN RIDGE City NEW BRAUNFELS Zip 78132

Type of Development:

Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 2489

RECEIVED

NOV 19 2019

COUNTY ENGINEER

Non-Single Family Residential

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

Type of Facility _____

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

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

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

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: \$ 347000⁰⁰ (Structure Only)

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

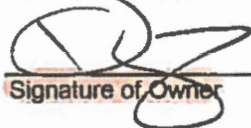
Yes No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water Public Private Well

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

By signing this application, I certify that:

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


Signature of Owner

10/31/19
Date

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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) MAXX AIR M600 Absorption/Application Area (Sq Ft) 5319

Gallons Per Day (As Per TCEQ Table III) 300

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

Is the property located over the Edwards Recharge Zone? [X] Yes [] No

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

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

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

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

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

RECEIVED NOV 19 2019 COUNTY ENGINEER

Is the property located over the Edwards Contributing Zone? [] Yes [X] No

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

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

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

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

Is this property within an incorporated city? [] Yes [X] No

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer (Handwritten Signature)

Date November 11, 2019

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

November 10, 2019

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

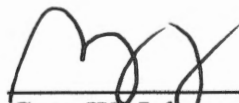
RE- SEPTIC DESIGN
593 COLIN RIDGE
COPPER RIDGE, PHASE 1, BLOCK M, LOT 32
NEW BRAUNFELS, TX 78132
VOIGT RESIDENCE

Ms. Brenda Ritzen/Sandra Hernandez,

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

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

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

 11/10/19

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



RECEIVED
NOV 19 2019
COUNTY ENGINEER

AFFIDAVIT

**THE COUNTY OF COMAL
STATE OF TEXAS**

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

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

II

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

UNIT/PHASE/SECTION M BLOCK 32 LOT COPPER RIDGE, THE ADDITION NORTH PHASE

SUBDIVISION

RECEIVED

NOV 19 2019

IF NOT IN SUBDIVISION: _____ ACREAGE _____

SURVEY COUNTY ENGINEER

The property is owned by (insert owner's full name): YESENIA ALVAREZ VOIGT & DALE STEVEN VOIGT

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 1 DAY OF NOVEMBER , 2019

X [Signature] YESENIA ALVAREZ VOIGT

X [Signature] DALE STEVEN VOIGT

Owner(s) signature(s) Yesenia Alvarez Voigt
Dale Steven Voigt Owner (s) Printed name (s)

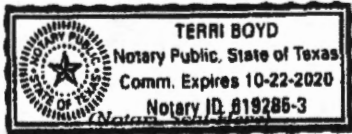
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 1 DAY OF

 November , 2019

[Signature]
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
11/04/2019 09:07:12 AM
LAURA 1 Pages(s)
201906039650



Bobbie Koepp



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

COPPER RIDGE, THE ADDITION NORTH PHASE
BLOCK M, LOT 32

Customer: YESENIA ALVAREZ VOIGT & DALE STEVEN VOIGT

Site Address: 5943 COLIN RIDGE

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

County: COMAL **Permit#:** _____

Phone Number: 512-393-4995 RECEIVED

E-mail: DSVOIGT69@GMAIL.COM NOV 19 2019

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

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

Date of License to Operate: LTO Last Date of Service: 3 yrs from LTO

III. Services by Contractor: Contractor will provide the following Services:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.

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

Client: [Signature]

Contractor: [Signature]

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

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

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

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

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

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

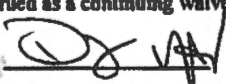
X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck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

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


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

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

Client:



Contractor:



RECEIVED

NOV 19 2019

COUNTY ENGINEER

RECEIVED

NOV 19 2019

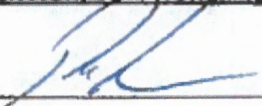
COUNTY ENGINEER

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

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

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

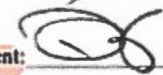
Approved by Contractor:



MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client:



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

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

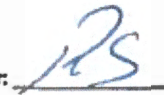
XIX. **Counsel.** Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this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

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

Client:



Contractor:



ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: November 08, 2019

Site Location: COPPER RIDGE the ADDITION, NORTH PHASE, BLOCK "M", LOT 32

Proposed Excavation Depth: N/A

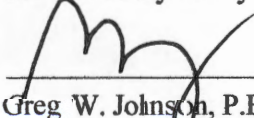
Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil boring or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 4"	<div style="text-align: right;"> <p>RECEIVED</p> <p>NOV 19 2019</p> <p>BROWN COUNTY ENGINEER</p> </div>
1						
2						
3						
4						
5						

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

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



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

11/08/19

 Date

OSSF SOIL EVALUATION REPORT INFORMATION

Date: November 11, 2019

Applicant Information:

Name: YESENIA ALVAREZ & DALE STEVEN VOIGT
Address: c/o 23011 F.M. 306
City: CANYON LAKE State: TEXAS
Zip Code: 78133 Phone: (830) 935-4936

Site Evaluator Information:

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

Property Location:

Lot 32 Unit Blk M Subd. COPPER RIDGE the ADDITION, NORTH PHASE
Street Address: 5943 COLIN RIDGE
City: NEW BRAUNFELS Zip Code: 78132
Additional Info.:

Installer Information:

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

Topography: Slope within proposed disposal area: 10 to 15 %
Presence of 100 yr. Flood Zone: YES NO X
Existing or proposed water well in nearby area: YES NO X
Presence of adjacent ponds, streams, water impoundments: YES NO X
Presence of upper water shed: YES NO X
Organized sewage service available to lot: YES NO X

RECEIVED

NOV 19 2019

COUNTY ENGINEER

Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = GPD

Residential Water conserving fixtures to be utilized? Yes X No

Number of Bedrooms the septic system is sized for: 4 Total sq. ft. living area 2489

Q gal/day = (Bedrooms +1) * 75 GPD - (20% reduction for water conserving fixtures)

Q = (4 +1)*75-(20%)= 300

Trash Tank Size 431 Gal.

TCEQ Approved Aerobic Plant Size 800 G.P.D.

Req'd Application Area = Q/Ri = 300 / 0.064 = 4688 sq. ft.

Application Area Utilized = 5319 sq. ft.

Pump Requirement 12 Gpm @ 41 Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent)

Dosing Cycle: ON DEMAND or X TIMED TO DOSE IN PREDAWN HOURS

Pump Tank Size = 854 Gal. 16.1 Gal./inch.

Reserve Requirement = 100 Gal. 1/3 day flow.

Alarms: Audible & Visual High Water Alarm & Visual Air Pump malfunction

With Chlorinator NSF/TCEQ APPROVED

SCH-40 or SDR-26 3" or 4" sewer line to tank

Two way cleanout

Pop-up rotary sprinkler heads w/ purple non-potable lids

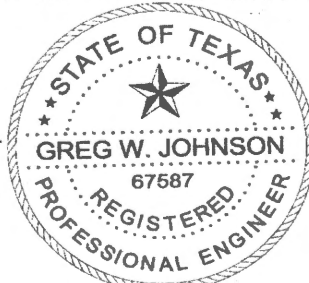
1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

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

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

11/11/19
DATE



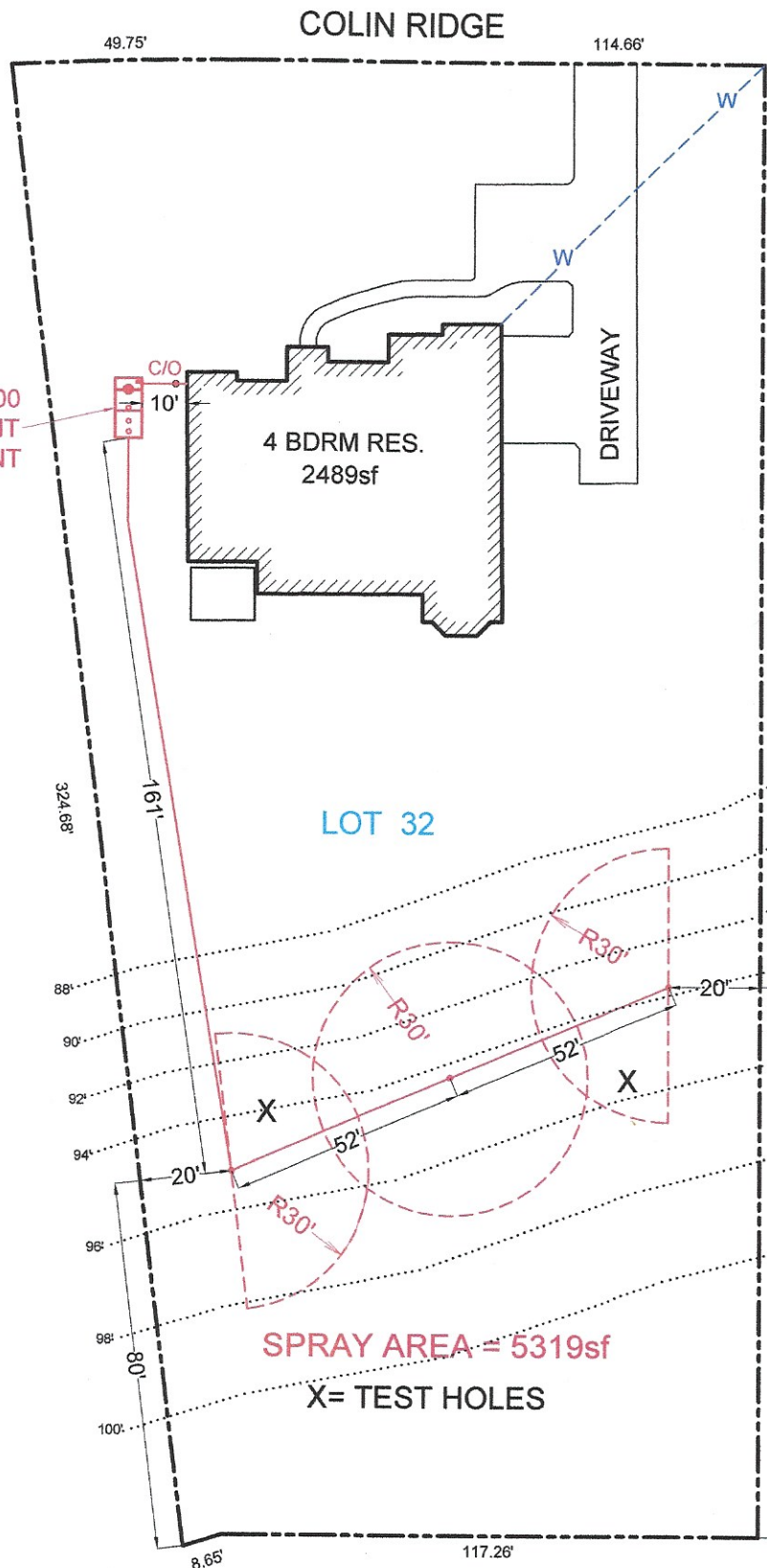
FIRM #2585

REVISED

10:43 am, May 22, 2020

#110012

MAXX AIR M-600
AEROBIC TREATMENT
PLANT



OWNER: YESENIA ALVAREZ & DALE STEVEN VOIGT		DRAWN BY: EJS III	
STREET ADDRESS: 5943 COLIN RIDGE			
LEGAL DESC: COPPER RIDGE the ADDITION - NORTH PHASE		BLOCK: M	LOT: 32
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 11/11/2019	2nd REVISION: 5/22/2020

TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

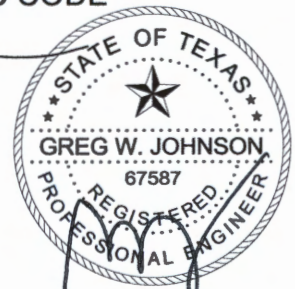
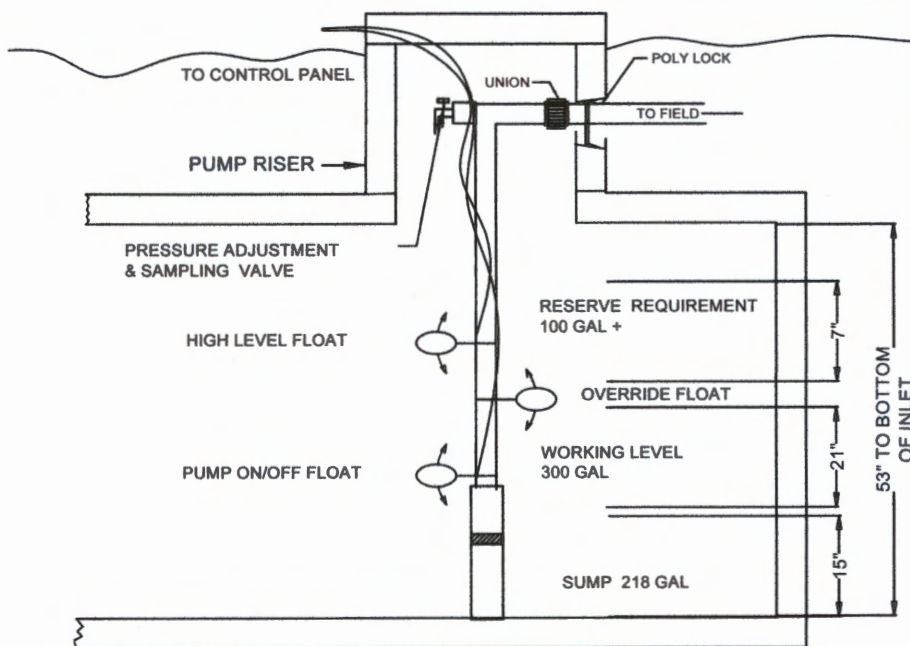
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

RECEIVED

NOV 19 2019

COUNTY ENGINEER

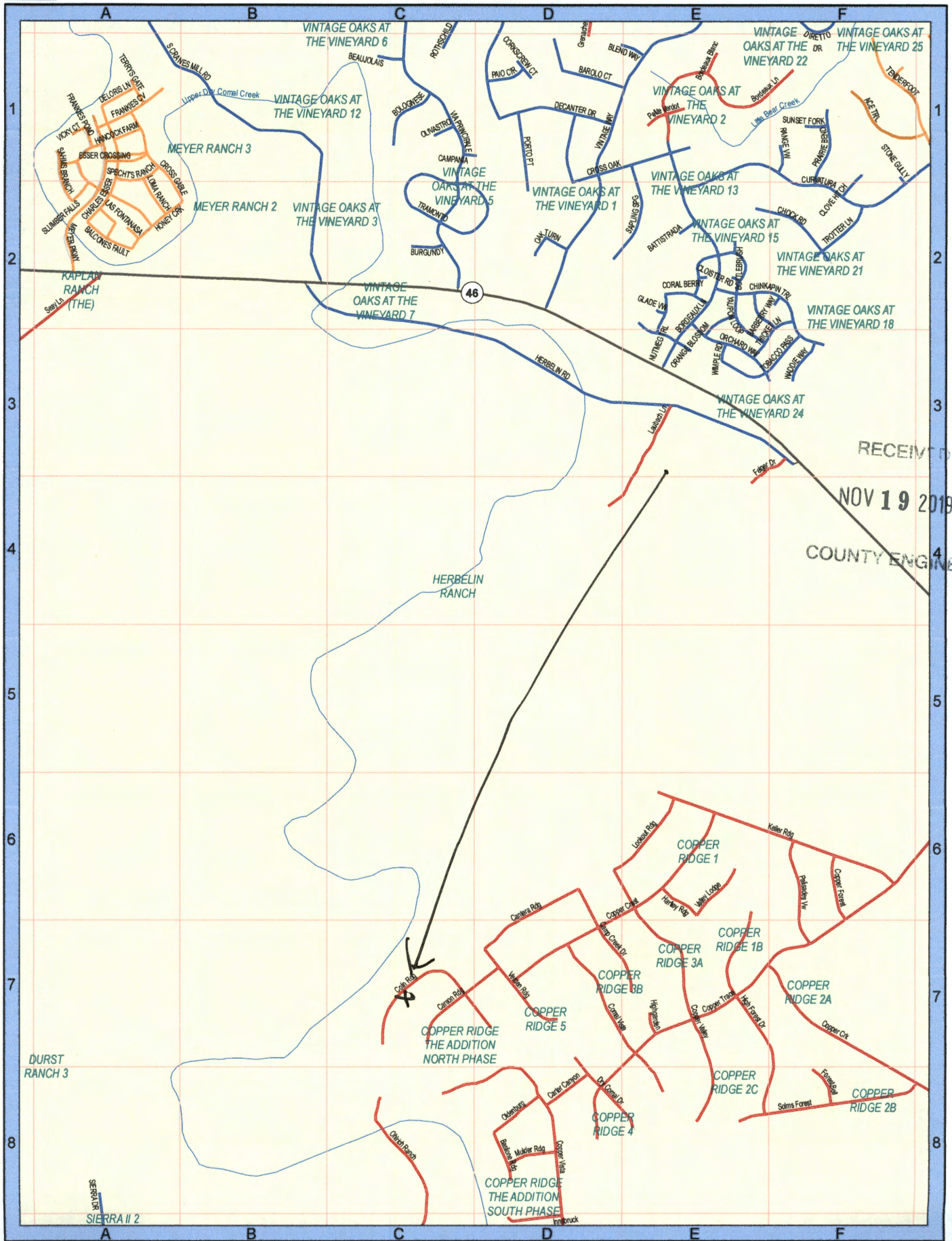
ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE



F-2585

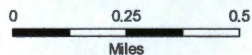
11/10/19

**TYPICAL PUMP TANK CONFIGURATION
MAXX AIR M600 768 GAL PUMP TANK**



RECEIVED
 NOV 19 2019
 COUNTY ENGINEER

SEE PAGE 57



REVISED

8:28 am, Feb 24, 2020

VOID

#110012

COLIN RIDGE

MAXX AIR M-600
AEROBIC TREATMENT
PLANT

C/O

4 BDRM RES.
2489sf

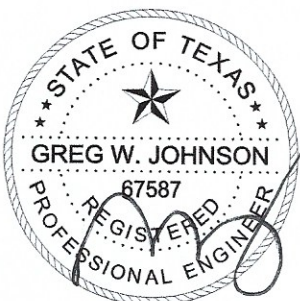
DRIVEWAY

VOID

LOT 32

SPRAY AREA = 5319sf

X= TEST HOLES



OWNER: YESENIA ALVAREZ & DALE STEVEN VOIGT		DRAWN BY: EJS III	
STREET ADDRESS: 5943 COLIN RIDGE			
LEGAL DESC: COPPER RIDGE ADDITION - NORTH PHASE		BLOCK: M	LOT: 32
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 11/11/2019	REVISED: 2/21/2020

VOID

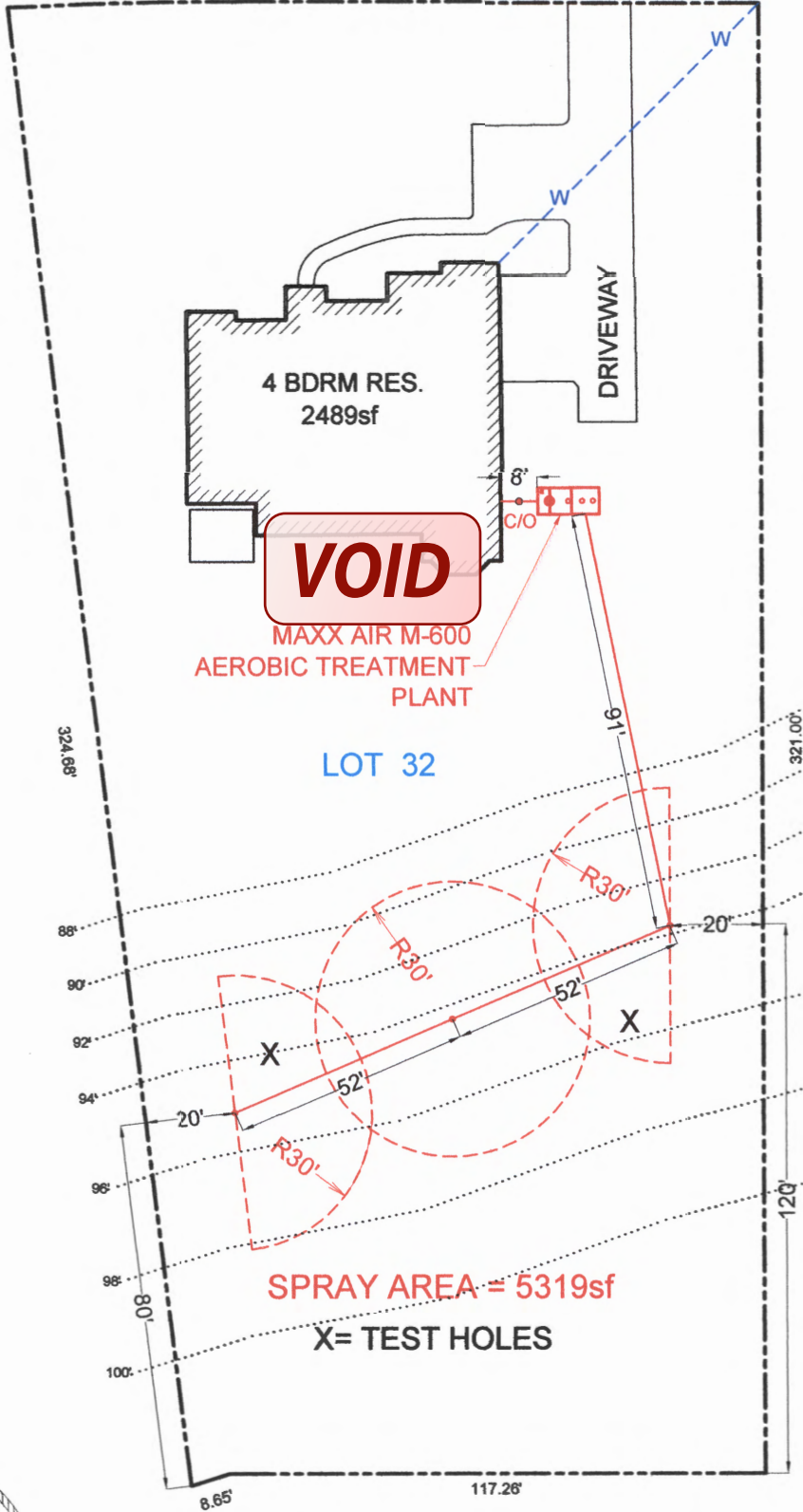


VOID

COLIN RIDGE

49.75'

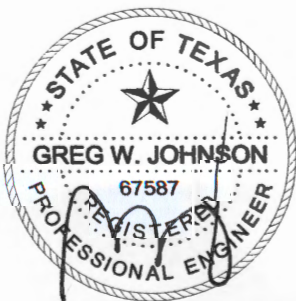
114.66'



RECEIVED

NOV 19 2019

COUNTY ENGINEER



OWNER: YESENIA ALVAREZ & DALE STEVEN VOIGT		DRAWN BY: EJSIII	
STREET ADDRESS: 5943 COLIN RIDGE			
LEGAL DESC: COPPER RIDGE THE ADDITION - NORTH PHASE		BLOCK: M	LOT: 32
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 11/11/2019	REVISED:

VOID

FILED BY ATC
SPRING BRANCH

GF# 4000131900073

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN IN FAVOR OF THIRD PARTY FROM SOUTHERLAND COPPER RIDGE, LLC TO YESENIA ALVAREZ VOIGT AND DALE STEVEN VOIGT.

RECEIVED

NOV 19 2019

THE STATE OF TEXAS *
COUNTY OF COMAL *

KNOW ALL MEN BY THESE PRESENTS: COUNTY ETC

That SOUTHERLAND COPPER RIDGE, LLC a Delaware limited liability company, 110 River Crossing Blvd., Suite 100, Spring Branch, Comal County, Texas 78070, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to it in hand paid by YESENIA ALVAREZ VOIGT and husband, DALE STEVEN VOIGT, whose address is 2236 Hawk Drive, New Braunfels, Guadalupe County, Texas 78130, hereinafter called Grantee, receipt of which is hereby acknowledged and confessed and the further consideration of the execution and delivery by the said Grantee of one certain promissory note of even date herewith in the principal sum of SEVENTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$73,200.00), payable to the order of RANDOLPH-BROOKS FEDERAL CREDIT UNION, P.O. Box 2097, Universal City, Texas 78148-2097, hereinafter called Mortgagee, said note being payable in installments as in said note contained and bearing interest at the rate therein specified and providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth and payment of said note being secured by vendor's lien and superior title retained herein in favor of said Mortgagee, and by Deed of Trust of even date herewith from Grantee to MORTON W. BAIRD, II, Trustee, to which reference is hereby made for all purposes; and,

WHEREAS, Mortgagee has, at the special instance and request of said Grantee, paid to Grantor herein SEVENTY-THREE THOUSAND TWO HUNDRED AND NO/100 DOLLARS (\$73,200.00) of the purchase money for the property hereinafter described, as represented by the above described note, the vendor's lien against said property securing the payment of said note, is without recourse upon Grantor herein, hereby assigned, transferred and delivered to Mortgagee, the Grantor hereby conveying to said Mortgagee the said superior title to said property, and subrogating the said Mortgagee unto all the rights and remedies of Grantor in the premises by virtue of said note and liens; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the said Grantee, the following described property, to-wit:

RECEIVED

NOV 19 2019

Lot 32, Block M, COPPER RIDGE, THE ADDITION NORTH PHASE, an addition to the City of New Braunfels, Comal County, Texas, according to the map or plat thereof recorded in Document No. 201806028385, of the Map and Plat Records, Comal County, Texas.

COUNTY

Grantor reserves unto itself, its successors and assigns, in perpetuity, all groundwater, being all underground water, percolating water, artesian water and other waters from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, and any and all rights related thereto, in, on, under and that may be produced from the Property, including the right to capture and produce such water. This reservation includes, but is not limited to, existing production or existing leases and includes the production, the lease and all benefits accruing therefrom, including all benefits from historical production, use or usage of groundwater associated with any portion of the Property. Grantor waives and expressly conveys to Grantee all rights of ingress, egress and regress in and to the surface of the Property relating to the reserved water rights.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, Grantee's heirs and assigns forever; and Grantor does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise. Taxes for the current year have been prorated as of the date of closing.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT to taxes for the current year and all restrictions, covenants, conditions, easements, reservations and other instruments that affect the property and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the property.

These exceptions do not constitute an acknowledgement of the existence or viability of any of the foregoing, nor a ratification, adoption or revival of any expired or terminated interest.

But it is expressly agreed and stipulated that the vendor's lien, as well as superior title in and to said property, is retained in favor of the payee in said note against the above described property, premises and improvements, until said note, and all interest thereon is fully paid according to the face and tenor, effect and reading thereof, when this Deed shall become absolute.

RECEIVED
NOV 19 2019
COUNTY ER

EXECUTED on the date of the acknowledgment, but EFFECTIVE as of the 27th day of February, 2019.

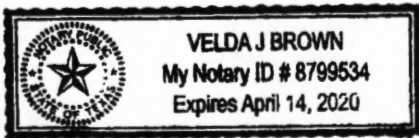
SOUTHERLAND COPPER RIDGE, LLC
a Delaware limited liability company

By: AMERICAN LAND PARTNERS, INC.
a Delaware Corporation, Manager

By: JAY PATTERSON
JAY PATTERSON, Authorized Agent

THE STATE OF TEXAS *
COUNTY OF Comal *

This instrument was acknowledged before me on the 27th day of February, 2019, by JAY PATTERSON, Authorized Agent of AMERICAN LAND PARTNERS, INC., Manager of SOUTHERLAND COPPER RIDGE, LLC, a Delaware Limited Liability Company, in the capacity therein stated.



Velde J Brown
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Alamo Title Company
GF No. 4000131900073

PREPARED IN THE LAW OFFICE OF:
Kristen Quinney Porter, LLC
P. O. Box 312643
New Braunfels, Texas 2643

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
03/01/2019 10:49:27 AM
LAURA 4 Pages(s)
201906007000



Bobbie Koepp



COMAL COUNTY
ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

Instructions:

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

OSSF Permit

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

RECEIVED
NOV 19 2019
COUNTY ENGINEER'S OFFICE

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



Signature of Applicant

11/18/19

Date

___ COMPLETE APPLICATION Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION ___ (Missing Items Circled, Application Refused)
--

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

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

To: Home Owner
5943 Colin Ridge
New Braunfels, TX 78132

Printed: 10/16/2020
Site: 5943 Colin Ridge
New Braunfels, TX 78132

Permit #: **110012**

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Copper Ridge

Customer ID: 2110

Contract Dates: 6/5/2020 - 6/5/2023

Scheduled Date: 10/5/2020

Inspection 1 of 9

GPS Coordinates - Latitude: 29.7406 Longitude: -98.2545

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/15/2020

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 1.3

Sludge Levels

For Tank 1: 12

For Tank 3: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Scum on pretreatment:1" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #:6218

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Home Owner
5943 Colin Ridge
New Braunfels, TX 78132

Printed: 2/22/2021
Site: 5943 Colin Ridge
New Braunfels, TX 78132

Permit #: **110012**

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Copper Ridge

Customer ID: 2110

Contract Dates: 6/5/2020 - 6/5/2023

Scheduled Date 2/5/2021

Inspection 2 of 9

GPS Coordinates - Latitude: 29.740036 Longitude: -98.271110

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/20/2021

Entered By: _

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.31

Sludge Levels

For Tank 1: 15

For Tank 2: 1

For Tank 3: 7

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Scum on pretreatment: 2" M.D - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #: 8082

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Home Owner
5943 Colin Ridge
New Braunfels, TX 78132

Printed:6/1/2021
Site: 5943 Colin Ridge
New Braunfels, TX 78132

Permit #: **110012**

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Sub: Copper Ridge

Customer ID: 2110

Contract Dates: 6/5/2020 - 6/5/2023

Scheduled Date 6/5/2021

Inspection 3 of 9

GPS Coordinates - Latitude: 29.740036 Longitude: -98.271110

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: _

Visit Date: 5/28/2021

Method: Grab

Technician: Ryan Seidensticker

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 0.07

Sludge Levels

For Tank 1: 6

For Tank 3: 2

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Scum on pretreatment:2" D.G - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Owner signature: _____

Insp ID #:9956

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

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

License Info: MP0001708 Expires:

License Info: MP0001708 Expires: 9/1/2023

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

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

To: Home Owner
5943 Colin Ridge
New Braunfels, TX 78132

Printed:10/27/2021
Site: 5943 Colin Ridge
New Braunfels, TX 78132

Permit #: **110012** Customer ID: 2110
Agency: Comal County Contract Dates: 6/5/2020 - 6/5/2023
County: Comal County Sub: Copper Ridge Scheduled Date: 10/5/2021 Inspection 4 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.740036 Longitude: -98.271110

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 10/26/2021

Entered By: Danielle Jordan

Method: Grab

Technician: Landon Gronvold

Maint. Provider: Ryan Seidensticker

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: 0.45

Sludge Levels
For Tank 1: 18
For Tank 2: 1

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

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

Color: Good
Odor: Good

Alarm: Operational

Comments

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

Service Completed

Insp ID #:12592

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

License Info: MP0001708 Expires:

License Info: MT0001995 Expires: 10/31/2021

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

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

To: Home Owner
5943 Colin Ridge
New Braunfels, TX 78132

Printed:2/18/2022
Site: 5943 Colin Ridge
New Braunfels, TX 78132

Permit #: **110012** Customer ID: 2110
Agency: Comal County Contract Dates: 6/5/2020 - 6/5/2023
County: Comal County Sub: Copper Ridge Scheduled Date: 2/5/2022 Inspection 5 of 9
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application GPS Coordinates - Latitude: 29.740036 Longitude: -98.271110

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/17/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Michale Albers

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 7

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .01

Tank Lid / Riser: Secured

Sprinkler Drip Backwash: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

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

Insp ID #:15533

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

License Info: MP0001708 Expires:

Formerly PS Septic Supply & Service

4222 FM 482
New Braunfels, Tx 78132

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

Customer: Craig & Kathy Patterson

PROPERTY LEGAL DESCRIPTION:

Site Address: 5943 Colin Ridge

City/State: New Braunfels, Tx Zip: 78132

County: Comal Permit#: 110012

Phone Number: 782-296-7855

E-mail: barkingdogsLV@aol.com
barkingdogs LV @ aol.com

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

II. Effective Dates: This agreement commences on the date of License to Operate is issued for

Date of License to Operate: 06/05/2023 Last Date of Service: 06/05/2024

III. Services by Contractor: Contractor will provide the following Services:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made so brought up to compliance and bill forward.
4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.

IV. Payment(s): Client shall pay to Contractor \$0.00, for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation and the reasonable cost of removal of said parts.

Client: 14

Contractor: [Signature]

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

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

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

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

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

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

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

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

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

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

Client: 

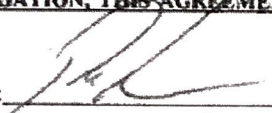
Contractor: 

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

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

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

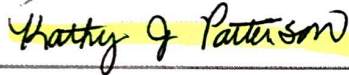
Approved by Contractor:



MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client:



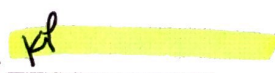
XVII. Reservation of Rights. Contractor reserves all rights not specifically granted herein.

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

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

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

Client:



Contractor:



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

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

Printed: 10/26/2022 Insp ID #: 22198

Permit #: **110012**

To: Home Owner
5943 Colin Ridge
New Braunfels, TX 78132

Main Phone:
Work:
Cell Phone:
Alt Cell:

Customer ID: 2110

Contract Dates: 6/5/2020 - 6/5/2023

Scheduled Date: 10/5/2022

Inspection 7 of 9

Installed: 6/5/2020

Warranty End: 6/5/2023

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Sub: Copper Ridge

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.740036 Longitude: -98.271110

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Entered By: Nicole Loria

Visit Date: 10/24/2022

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 1.27

Sludge Levels

For Tank 1: 12

For Tank 2: N/A

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Alarm: Operational

Comments

Service Completed

- Scum on pretreatment 2 - Red switch secure - Recommend installing risers-this helps to prevent debris from falling into tanks when lids are to close to ground grade-call office for a quote - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving.

Site: 5943 Colin Ridge, New Braunfels, TX 78132

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

License Info: MP0001708 Expires:

Luna Environmental

4222 FM 482
New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:8/20/2023

Permit: 110012

Site: 5943 Colin Ridge, New Braunfels, TX 78132

Main Phone: 7022967547

Craig & Kathy Patterson

5943 Colin Ridge
New Braunfels, TX 78132

Agency: Comal County
County: Comal County
Subdivision: Copper Ridge

System Info: MFG: Brand: MAXX AIR Customer ID: 3509
Treatment Type: Aerobic Disposal Type: Surface Application Insp ID: 31517
Installed: 6/5/2020 Warranty Expiration: 6/5/2023
Visit Details <----->
Visit Date: 8/11/2023 Entered By: Nicole Loria GPS Lat: 29.740036 GPS Long: -98.271110
Scheduled Date: 6/5/2023 Contract Starts: 6/5/2023 Customer Emailed: 8/20/2023
Entered On: 8/20/2023 Contract Ends: 6/5/2024

Visit Results

Service Type: **Scheduled Inspection**

Count: Inspection 1 of 3

Method: **Grab**

Technician: Wes Magley

Provider: Luna Environmental, LLC

License #

MT0002355

Expires

7/31/2025

Service Completed

Aerators: Operational Sludge Level Tank 1: 8
Filters: Operational Sludge Level Tank 2: N/A
Irrigation Pumps: Operational Sludge Level Tank 3: 6
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: .4

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

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

Alarm: Operational

PSI Pressure: 2.1

Comments

- Scum on pretreatment 12 - Reset Timer - Please add bleach to system-only regular bleach not gel or splashless-replaced air tubing - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 8/20/2023.

Luna Environmental

4222 FM 482

New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:11/4/2023

Permit: 110012

Site: 5943 Colin Ridge, New Braunfels, TX 78132

Main Phone: 7022967547

Craig & Kathy Patterson

5943 Colin Ridge

New Braunfels, TX 78132

Agency: Comal County

County: Comal County

Subdivision: Copper Ridge

System Info: MFG: <u> </u> Brand: <u>MAXX AIR</u>	Customer ID: <u>3509</u>
Treatment Type: <u>Aerobic</u>	Disposal Type: <u>Surface Application</u>
Installed: <u>6/5/2020</u>	Warranty Expiration: <u>6/5/2023</u>
Insp ID: <u>35208</u>	

Visit Details <----->

Visit Date: <u>10/31/2023</u>	Entered By: Sherrie Vukela	GPS Lat: 29.740036	GPS Long: -98.271110
Scheduled Date: <u>10/5/2023</u>	Contract Starts: <u>6/5/2023</u>	Customer Emailed: <u>11/4/2023</u>	
Entered On: <u>11/4/2023</u>	Contract Ends: <u>6/5/2024</u>		

Visit Results

Service Type: **Scheduled Inspection**

Count: Inspection 2 of 3

Method: Grab

License #

Expires

Technician: Wes Magley

MT0002355

7/31/2025

Provider: Luna Environmental, LLC

Service Completed

Aerators: <u>Operational</u>	Sludge Level Tank 1: <u>10"</u>
Filters: <u>Operational</u>	Sludge Level Tank 2: <u>N/A</u>
Irrigation Pumps: <u>Operational</u>	Sludge Level Tank 3: <u>8"</u>
Disinfection Device: <u>Operational</u>	Sludge Level Tank 4: <u>1"</u>
Chlorine Supply: <u>Operational</u>	

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

Alarm: Operational

Comments

Scum on pretreatment 17". Color clear. Odor none. No alarm on arrival, no issues found. Pumping will probably be needed in near future. - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 11/4/2023.



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

Residential



Initial Contract



Site Address

Agency

Email

Phone

Permit Number

System Details

AGREEMENT

I. General:

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

II. Dates & Fees:

This agreement provides maintenance from to for a total fee of

III. Services by Contractor:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.
5. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
6. Visit site within 48 hours of a service request.
7. Provide Customer Support line at 855-560-9909.

IV. Client Responsibilities:

1. Maintain Chlorinator and proper chlorine supply, unless otherwise specified.
2. Provide all necessary lawn or yard maintenance and remove all obstructions, including dogs and other animals as needed to allow the OSSF to function properly and the Contractor easy and safe access to all parts of
3. Immediately notify Contractor of any alarms or system problems.
4. Have tanks pumped out as directed by manufacturer, typically every 3 years.
5. Be available by text, phone, or in person when the Contractor is on site in case of required repair approvals or questions.
6. Maintain site drainage to prevent adverse effects on OSSF.
7. Promptly pay Contractor's bills, fees, and invoices in full.

V. Access By Contractor:

Access By Contractor: The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of repairs and services described herein.

VI. Termination of This Agreement:

Either party may terminate this agreement with 30 days' written notice in the event of the other party's substantive failure to perform in accordance with this agreement without fault of the terminating party. Is this agreement is terminated, the Contractor will notify the appropriate regulatory authority.

VII. Limitation of Liability:

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

VIII. Payment Terms:

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client.

IX. Severability:

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

Craig & Kathy Patterson

Luna Environmental / Ryan Seidensticker

DocuSigned by: Customer Name

Maintenance Provider Name

Craig & Kathy Patterson

Ryan Seidensticker

License # MP0001708

602C86E86E73440...

Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms