



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 06/01/2021 Permit Number: 111610

Location Description: 286 BROOK CANYON
NEW BRAUNFELS, TX 78132

Subdivision: Vintage Oaks at the Vineyard
Unit: 26
Lot: 2109
Block:
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: Robert Barnes & Jamie Barnes

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

Licensing Authority

Comal County Environmental Health

OS0034792

ENVIRONMENTAL HEALTH INSPECTOR

ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

Comal County Environmental Health OSSF Inspection Sheet

FINAL

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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)				

Inspector Notes:

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

**Comal County Environmental Health
OSSF Inspection Sheet**

FINAL

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: 111610
Issued This Date: 11/13/2020
This permit is hereby given to: Robert Barnes & Jamie Barnes

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

286 BROOK CANYON
NEW BRAUNFELS, TX 78132

Subdivision: Vintage Oaks at the Vineyard
Unit: 26
Lot: 2109
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

Date Sept 3, 2020

Permit # 111610

Owner Name ROBERT BARNES & JAMIE BARNES
Mailing Address c/o 23011 FM 306
City, State, Zip Canyon Lake, TX 78133
Phone # 830-935-4936
Email katelyn@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 VINTAGE OAKS AT THE VINEYARD Unit 26 Lot 2109 Block

Acreage/Legal

Street Name/Address 286 BROOK CANYON 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 3365

☐ 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: \$ 630,000.00 (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. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- 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.

Robert C Barnes
Signature of Owner

Sept 3, 2020
Date

Page 1 of 2

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

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATEPlanning 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) SOLAR AIR SA-600-768PT Absorption/Application Area (Sq Ft) 5654Gallons 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? ☒ Yes ☐ No

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

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

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

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

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

Is the property located over the Edwards Contributing Zone? ☐ Yes ☒ NoIs there an existing TCEQ approval CZP for the property? ☐ Yes ☒ No

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

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

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

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

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer [Signature]Date August 12, 2020

AFFIDAVIT



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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):

26 UNIT/PHASE/SECTION _____ BLOCK 2109 LOT VINTAGE OAKS AT THE VINEYARD SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): ROBERT BARNES & JAMIE BARNES

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

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

WITNESS BY HAND(S) ON THIS 3 DAY OF September, 2020

Robert Barnes
Jamie Barnes
Owner(s) signature(s)

ROBERT BARNES

JAMIE BARNES

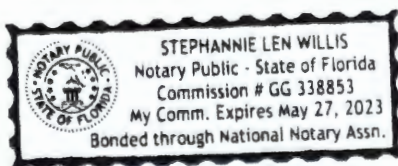
Owner (s) Printed name (s)

ROBERT & JAMIE BARNES

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 3 DAY OF

September, 2020

Stephanie Len Willis
Notary Public Signature



(Notary Seal Here)

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
11/09/2020 11:57:52 AM
TERRI 1 Page(s)
202006050188



Bobbie Koepp



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

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

RECEIVED

NOV 09 2020

Customer: ROBERT BARNES & JAMIE BARNES

Site Address: 286 BROOK CANYON

City/State: NEW BRAUNFELS, TX

Zip: 78132

County: COMAL

Permit#:

Phone Number: 386-2466-9050

E-mail: LBARNES44@Acomail.com

PROPERTY LEGAL DESCRIPTION:

VINTAGE OAKS AT THE VINEYARD 26, LOT 2109

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

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

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

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

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

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

Client: RB JB

Contractor: PS

RECEIVED

NOV 09 2020

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. COUNTY ENGINEER
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:

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

August 12, 2020

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

RE- SEPTIC DESIGN
286 BROOK CANYON
VINTAGE OAKS AT THE VINEYARD, UNIT 26, LOT 2109
NEW BRAUNFELS, TX 78132
BARNES RESIDENCE

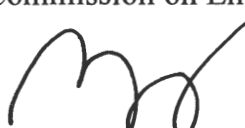
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ENGINEER

Ms. Brenda Ritzen/Sandra Hernandez,

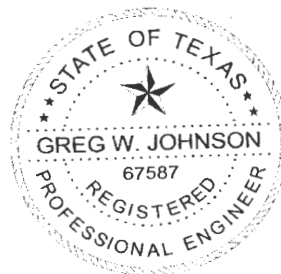
The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

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

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

 08/12/2020

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



ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: August 11, 2020

Site Location: VINTAGE OAKS at the VINEYARD, UNIT 26, LOT 2109

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.

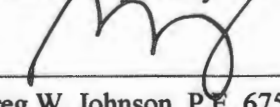
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

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SOIL BORING NUMBER <u>SURFACE EVALUATION</u>						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	N/A	LIMESTONE @ 8"	BROWN
1						
2						
3						
4						
5						

SOIL BORING NUMBER <u>SURFACE EVALUATION</u>						
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

08/11/2020
Date

Date: August 12, 2020
Applicant Information:

Name: ROBERT & JAMIE BARNES
Address: c/o 23011 F.M. 306
City: CANYON LAKE State: TEXAS
Zip Code: 78133 Phone: (830) 935-4936

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

Lot 2109 Unit 26 Blk Subd. VINTAGE OAKS at the VINEYARD
Street Address: 286 BROOK CANYON
City: NEW BRAUNFELS Zip Code: 78132
Additional Info.: _____

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

Topography: Slope within proposed disposal area: 6 %

Presence of 100 yr. Flood Zone:	YES <u> </u>	NO <u>X</u>
Existing or proposed water well in nearby area.	YES <u> </u>	NO <u>X</u>
Presence of adjacent ponds, streams, water impoundments	YES <u> </u>	NO <u>X</u>
Presence of upper water shed	YES <u> </u>	NO <u>X</u>
Organized sewage service available to lot	YES <u> </u>	NO <u>X</u>

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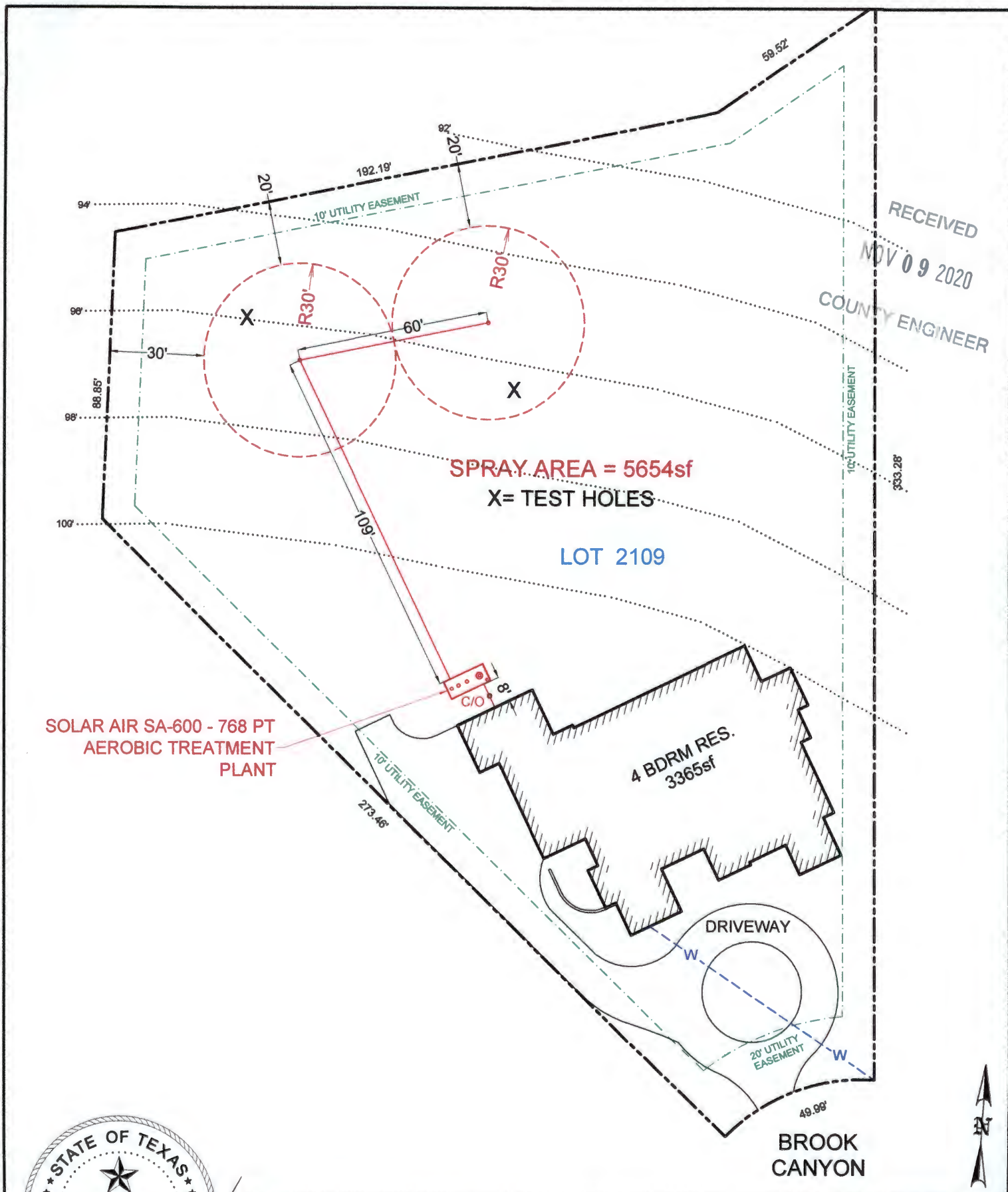
Q = _____ GPD _____

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

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

08/12/2020
DATE

**FIRM #2585**



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 COUNTY ENGINEER

SPRAY AREA = 5654sf
 X= TEST HOLES

LOT 2109

SOLAR AIR SA-600 - 768 PT
 AEROBIC TREATMENT
 PLANT

4 BDRM RES.
 3365sf

DRIVEWAY

BROOK
 CANYON



OWNER: ROBERT & JAMIE BARNES		DRAWN BY: EJS III	
STREET ADDRESS: 286 BROOK CANYON			
LEGAL DESC: VINTAGE OAKS at the VINEYARD	UNIT/SECTION/PHASE: 26	BLOCK: 2109	LOT: 2109
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 8/12/2020	REVISED:

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.

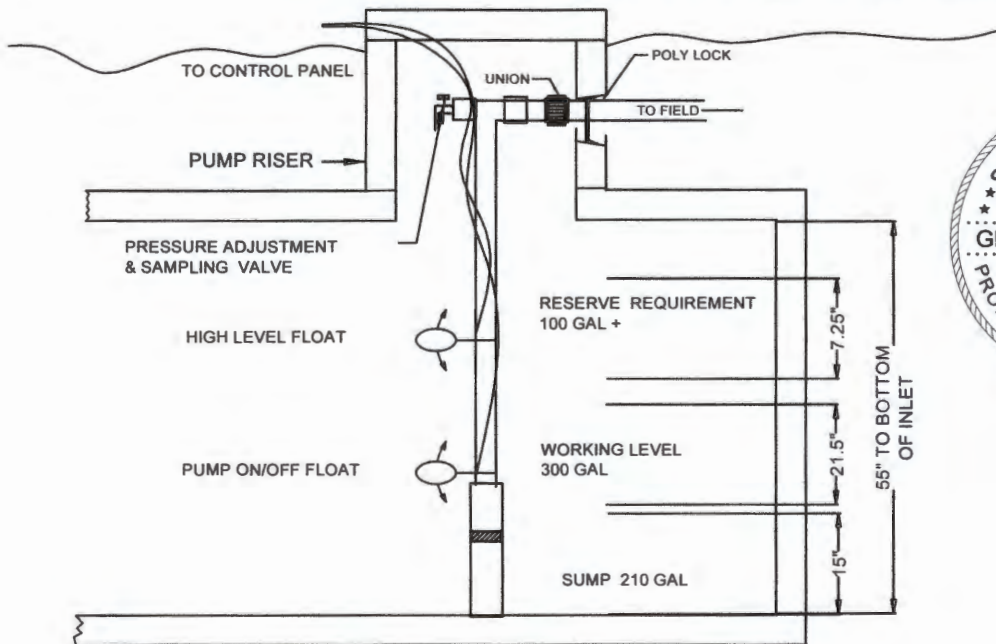
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

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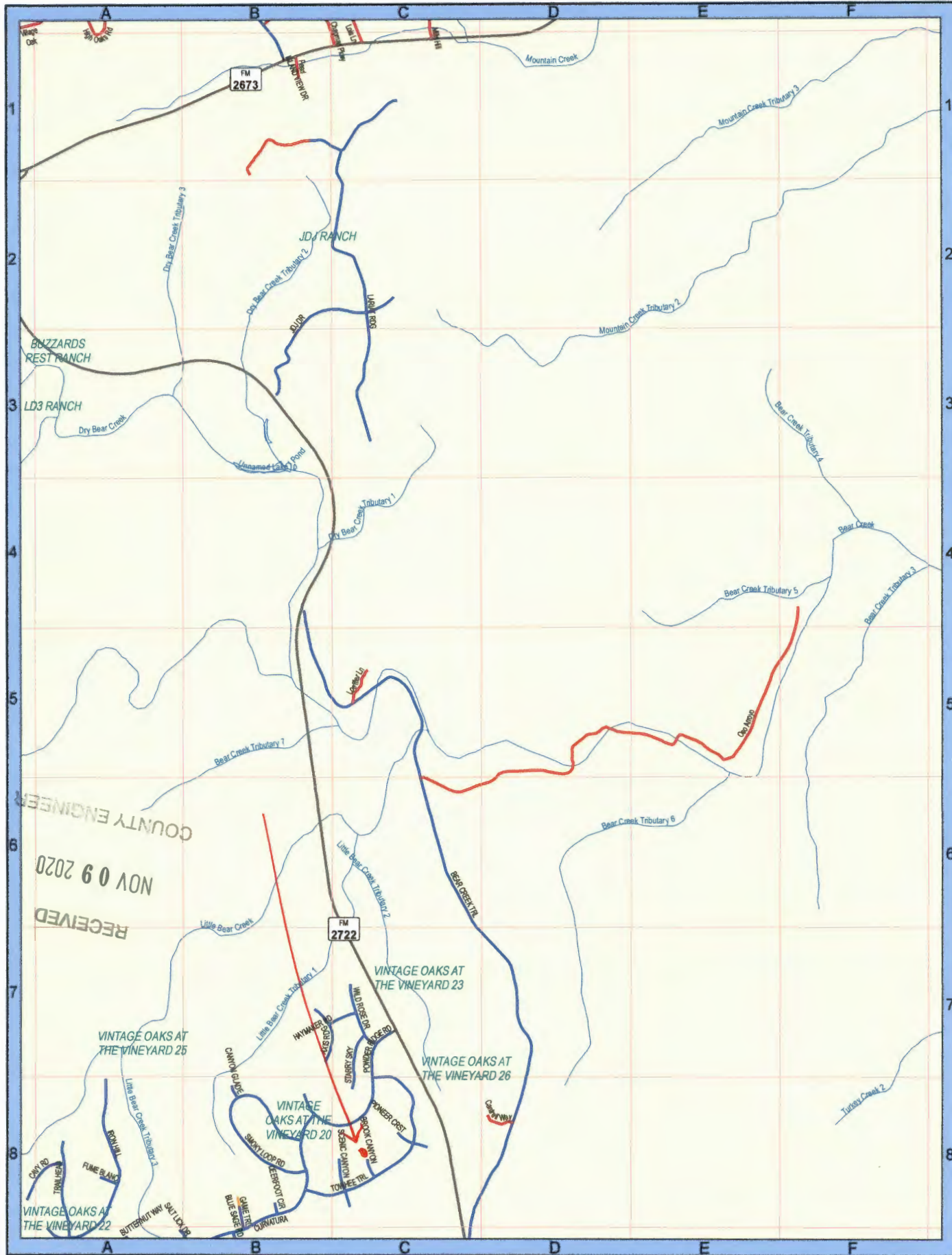
NOV 09 2020

COUNTY ENGINEER

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



**TYPICAL PUMP TANK CONFIGURATION
SOLAR-AIR SA-600 768 GAL PUMP TANK**



0 1,250 2,500
Feet

0 0.25 0.5
Miles

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.

RECEIVED

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

§

§

GRANTOR: SOUTHSTAR AT VINTAGE OAKS, LLC
1118 Vintage Way
New Braunfels, Texas 78132

GRANTEE: ROBERT BARNES and JAMIE BARNES
3213 Roan Street
New Braunfels, Texas 78130

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it in hand paid by Grantee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the said Grantee, the following described property, to-wit:

Lot 2109, VINTAGE OAKS AT THE VINEYARD, UNIT 26, Comal County, Texas, according to plat thereof recorded in Document #201906028631, Map and Plat Records of Comal County, Texas (hereinafter the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging to Grantor, unto Grantee, its heirs and assigns forever; and Grantor does hereby bind itself, its heirs, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

IT IS expressly UNDERSTOOD, ACKNOWLEDGED and AGREED that Grantor hereby RESERVES and EXCEPTS from this conveyance all oil, gas and other minerals of any type or form including all rights to ingress and egress as well as other rights appurtenant to the minerals and the mineral estate owned by Grantor, and does not transfer the minerals and the appurtenant rights thereto to Grantee.

THIS CONVEYANCE IS MADE AND ACCEPTED by Grantee SUBJECT TO (i) taxes for the current year, which have been prorated as of the date of closing, the payment of which Grantee assumes; (ii) all subsequent tax assessments for the current year the payment of which Grantee assumes; (iii) the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard filed in the Official Real Property Records, Comal County, Texas, all other restrictions, covenants, conditions, easements, reservations, leases, mineral severances, and other instruments that affect the Property and as may or may not be shown in the public records of Comal County, Texas; (iv) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the Property and (v) the items listed below as Permitted Exceptions:

1. Subject to the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard, recorded at Clerk's

Document #200706000771 (Master), annexed by Document #201906032537, amended or supplemented by Document #201106044284 (First Amendment), Document #201206032310 (Affidavit), Document #201406032083 (Second Amendment); Document #201406037322 (Working Capital Assessment), Document #201606000890 (Third Amendment), Document #201606008119 (Design Guidelines), Document #201706014965 (Revised Fourth Amendment), Document #201706028668 (Fourth Amendment), Document #201706050096 (Assessment Policy), Document #201706050099 (Fireworks Policy); Document #201706050125 (Amended Working Capital), Document #201806013767 (Correction of Fourth Amendment to Fifth Amendment); Document #200706018620 (prior deed) and the Assignment of Declarant Rights filed at Document #201206016339, Official Real Property Records, Comal County, Texas.

RECEIVED
NOV 09 2020

2. Subject to those items, restrictions, building setback lines, easements and Notes shown on the plat recorded in Document #201906028631, Official Map and Plat Records of Comal County, Texas as well as those setbacks included/described in the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard and contained in the Architectural and Site Guidelines for Vintage Oaks recorded at Document #201606020343, and Document #201606008119 (Design Guidelines), Official Public Records, Comal County, Texas:

- a. Subject to a building setback line from the front and rear property lines.
- b. Subject to a 10-foot side property line building setback except on corner lots wherein the street-side corner shall have a 25-foot setback;
- c. Subject to a 10-foot wide Public Utility and Drainage easement adjacent to all non-street lot lines.
- d. Subject to Public Utility Easement, 20 feet from the front property line and 10 feet from the side and rear property lines.

3. Channel Easement to the State of Texas recorded in Volume 143, Page 204, Official Public Records of Comal County, Texas.

4. Edwards Aquifer Protection plan recorded in Document No. 200806028296 and Document No. 201906023204, Official Public Records of Comal County, Texas.

5. Terms and provisions of Special Warranty Deed recorded under Document No. 201706048422, Official Public Records of Comal County, Texas, including, but not limited to, mineral reservation and easements, as affected by Partial Releases of Easement Areas recorded in Document No. 201806024856 and Document No. 201906007199, Official Public Records of Comal County, Texas.

6. Covenants, conditions and restrictions affecting 250.092 acre tract provided in instrument recorded in Document No. 201706048423, Official Public Records of Comal County, Texas.

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

EXECUTED on the 10 day of March, 2020.

SOUTHSTAR AT VINTAGE OAKS, LLC

By: Thad Rutherford Senior Vice President-
Operations

ACKNOWLEDGMENT

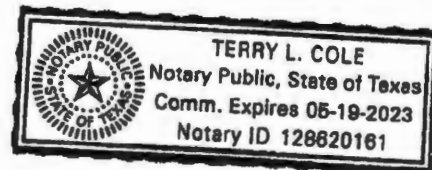
STATE OF TEXAS

COUNTY OF Comal

§
§
§

This Special Warranty Deed was acknowledged before me on the 10 day of March, 2020, by Thad Rutherford, Senior Vice President-Operations of SOUTHSTAR AT VINTAGE OAKS, LLC, Grantor in the above instrument on behalf of said entity.

Terry L. Cole
NOTARY PUBLIC, STATE OF TEXAS



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
03/13/2020 04:29:25 PM
CSCHUL 3 Pages(s)
202006009994



Bobbie Koepp



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

--	--

Date Received

Initials

--

Permit Number

Instructions:

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

OSSF Permit

- ☒ 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

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

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: Robert and Jamie Barnes
286 Brook Canyon
New Braunfels, TX 78132

Printed: 10/28/2021
Site: 286 Brook Canyon
New Braunfels, TX 78132

Permit #: **111610**

Customer ID: 2877

Agency: Comal County

Contract Dates: 6/1/2021 - 6/1/2024

County:

Scheduled Date: 10/1/2021

Inspection 1 of 9

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates - Latitude: 29.7801 Longitude: -98.2581

Service Type: Scheduled Inspection

☒ This counts as a type of "Scheduled Inspection"

Visit Date: 10/27/2021

Entered By: Danielle Jordan

Method: Grab

Technician: Michale Albers

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 4

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .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

☒ **Service Completed**

Scum on pretreatment 0" - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #:12610

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

License Info: MP0001708 Expires:

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

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

To: Robert and Jamie Barnes
286 Brook Canyon
New Braunfels, TX 78132

Printed: 2/23/2022
Site: 286 Brook Canyon
New Braunfels, TX 78132
(386) 266-9050

Permit #: 111610

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

Customer ID: 2877

Contract Dates: 6/1/2021 - 6/1/2024

Scheduled Date: 2/1/2022

Inspection 2 of 9

GPS Coordinates - Latitude: 29.7801 Longitude: -98.2581

Service Type: Scheduled Inspection

Visit Date: 2/23/2022

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

☒ This counts as a type of "Scheduled Inspection"

Entered By: _

☒ Copy emailed to Customer
Customer Emailed: 2/23/2022

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .01

Sludge Levels

For Tank 1: 6

For Tank 2: 6

For Tank 3: 4

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

☒ **Service Completed**

Scum on pretreatment 0" - 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 2/23/2022.

Insp ID #:15666

Provider: Christopher Ryan Seidensticker
PS Septic Supply & Service

License Info: MP0001708 Expires:

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

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

Printed: 10/20/2022 Insp ID #: 22002

Permit #: **111610**

To: Robert and Jamie Barnes
286 Brook Canyon
New Braunfels, TX 78132

Main Phone: (386) 266-9050

Work:

Cell Phone:

Alt Cell:

Customer ID: 2877

Contract Dates: 6/1/2021 - 6/1/2024

Scheduled Date: 10/1/2022

Inspection 4 of 9

Installed: 6/1/2021

Warranty End: 6/1/2024

Agency: Comal County

County:

Mfg / Brand: - MAXX AIR

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.7801 Longitude: -98.2581

Service Type: Scheduled Inspection

Visit Date: 10/19/2022

Method: Grab

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

☒ This counts as a type of "Scheduled Inspection"

Entered By: Nicole Loria

☒ Copy emailed to Customer

Customer Emailed: 10/20/2022

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .11

Sludge Levels

For Tank 1: 6

For Tank 2: N/A

For Tank 3: 2

For Tank 4: 2

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 1 - Red switch secure - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 10/20/2022.

Site: 286 Brook Canyon, New Braunfels, TX 78132

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

License Info: MP0001708 Expires:

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

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

Printed: 2/21/2023

Insp ID #: 25771

Permit #: **111610**

To: Robert and Jamie Barnes
286 Brook Canyon
New Braunfels, TX 78132

Main Phone: (386) 266-9050

Work:

Cell Phone:

Alt Cell:

Customer ID: 2877

Contract Dates: 6/1/2021 - 6/1/2024

Scheduled Date: 2/1/2023

Inspection 5 of 9

Installed: 6/1/2021

Warranty End: 6/1/2024

Agency: Comal County

County: Comal County

Mfg / Brand: - MAXX AIR

Sub: Vintage Oaks at the Vineyard

Treatment Type: Aerobic

Disposal: Surface Application

GPS Coordinates: Latitude: 29.7801 Longitude: -98.2581

Service Type: Scheduled Inspection

Visit Date: 2/20/2023

Method: Grab

Technician: Mike Hobbs

Maint. Provider: Ryan Seidensticker

☒ This counts as a type of "Scheduled Inspection"

Entered By: Ashley Spitzenberger

☒ Copy emailed to Customer

Customer Emailed: 2/21/2023

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .17

Sludge Levels

For Tank 1: 8

For Tank 2: NA

For Tank 3: 4

For Tank 4: 2

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 - 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 2/21/2023.

Site: 286 Brook Canyon, 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:8/11/2023

Permit: 111610

Site: 286 Brook Canyon, New Braunfels, TX 78132

Main Phone: 3862669050

Robert and Jamie Barnes

286 Brook Canyon

New Braunfels, TX 78132

Agency: Comal County

County: Comal County

Subdivision: Vintage Oaks at the Vineyard

System Info: MFG: Brand: MAXX AIR

Customer ID: 4276

Treatment Type: Aerobic

Disposal Type: Surface Application

Insp ID: 31176

Installed: 6/1/2021

Warranty Expiration: 6/1/2024

Visit Details

Visit Date: 8/10/2023

Entered By: Nicole Loria

GPS Lat: 29.7801 GPS Long: -98.2581

Scheduled Date: 6/1/2023

Contract Starts: 6/1/2021

Customer Emailed: 8/11/2023

Entered On: 8/11/2023

Contract Ends: 6/1/2024

Visit Results

Service Type: Scheduled Inspection

Count: Inspection 6 of 9

Method: Grab

License #

Expires

Technician: Not Assigned

Provider: Luna Environmental, LLC

☒ Service Completed

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .6

Sludge Level Tank 1: 18

Sludge Level Tank 2: N/A

Sludge Level Tank 3: 1

Sludge Level Tank 4: 4

Electric Circuits: Operational

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Alarm: Operational

PSI Pressure: 2.0

Comments

- Scum on pretreatment 0 - Reset Timer - 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 8/11/2023.



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

Robert and Jamie Barnes

Residential



Initial Contract



Site Address

286 Brook Canyon, New Braunfels, TX 78132

Agency

Comal County

Email

bbarnes44@hotmail.com

Phone

(386) 266-9050

Permit Number

111610

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: MAXX AIR 600 Max GPD

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 **6/1/2024** to **6/1/2025** for a total fee of **\$325.00**

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. If 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.

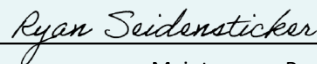
Robert and Jamie Barnes

DocuSigned by: Customer Name

 74275A86C03B4C0...

Customer Signature

Luna Environmental / Ryan Seidensticker

Maintenance Provider Name

 License # MP0001708

Maintenance Provider Signature

Additional Comments / Special Terms