



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 12/02/2021 Permit Number: 112429

Location Description: 5721 PALISADES VW
NEW BRAUNFELS, TX 78132
Subdivision: Copper Ridge (Phase 1)
Unit: 0
Lot: 11
Block: E
Acreage: 0.0000

Type of System: Aerobic
Surface Irrigation

Issued to: Pogue & Company dba JLP Builders Inc

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:

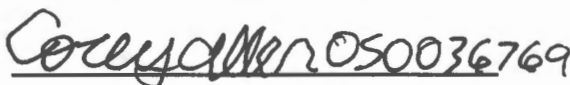
- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

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


COREY ALLEN 050036769

ENVIRONMENTAL HEALTH INSPECTOR


ENVIRONMENTAL HEALTH COORDINATOR

050035625

Comal County Environmental Health OSSF Inspection Sheet

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) | | | | |

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|-----|--|--------|---|-------|-----------|-----------|-----------|
| 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 | | | | | | |

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| 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: 112429
Issued This Date: 09/07/2021
This permit is hereby given to: Pogue & Company dba JLP Builders Inc

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

5721 PALISADES VW
NEW BRAUNFELS, TX 78132

Subdivision: Copper Ridge (Phase 1)
Unit: 0
Lot: 11
Block: E
Acreage: 0.0000

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.

RECEIVED

By KG at 3:08 pm, Apr 14, 2021

COUNTY OF COMAL

COUNTY ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

| | |
|---------------------|----------|
| | |
| items Date Received | Initials |

| |
|---------------|
| 112429 |
| 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
- 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

3/17/21

 Date

| | |
|--------------------------|-------------------|
| ___ COMPLETE APPLICATION | |
| Check No. _____ | Receipt No. _____ |

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

RECEIVED

By KG at 3:08 pm, Apr 14, 2021



COMAL COUNTY
ENGINEERS' OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608 2090
WWW.CCEO.ORG

Date _____

Permit Number 112429

1. APPLICANT / AGENT INFORMATION

Owner Name POGUE & COMPANY DBA JLP BUILDER INC
Mailing Address c/o 23011 FM 306
City, State, Zip Canyon Lake, TX 78133
Phone # _____
Email _____

Agent Name PAUL SWOYER SEPTICS
Agent Address 23011 FM 306
City, State, Zip CANYON LAKE, TX 78133
Phone # 830-935-4936
Email katelyn@paulswoyerseptics.com

2. LOCATION

Subdivision Name COPPER RIDGE (PHASE 1) Unit _____ Lot 11 Block E

Survey Name / Abstract Number _____ Acreage _____

Address 5721 PALISADES VIEW City NEW BRAUNFELS State TX Zip 78132

3. TYPE OF DEVELOPMENT

Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 3516

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: \$ 250,000 (Structure Only)

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

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

Source of Water Public Private Well

4. SIGNATURE OF OWNER

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.

Signature of Owner

3/17/21
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 FRANK A. BOITACE

System Description ATU w/ SPRAY

Size of Septic System Required Based on Planning Materials & Soil Evaluation
Tank Size(s) (Gallons) 6000 Absorption/Application Area (Sq Ft) 5889

Gallons Per Day (As Per TCEQ Table III) 360
(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 No

Is there an existing TCEQ approval CZP for the property? Yes No
(If yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? Yes No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? Yes No
If yes, indicate the city: _____

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

Frank A. Boitace
Signature of Designer

25 MARCH 21
Date

AFFIDAVIT

**THE COUNTY OF COMAL
STATE OF TEXAS**

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

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):

1 UNIT/PHASE/SECTION E BLOCK 11 LOT Copper Ridge SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY _____

The property is owned by (insert owner's full name): Pogue & Company, d/b/a JLP Builders, Inc.

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.

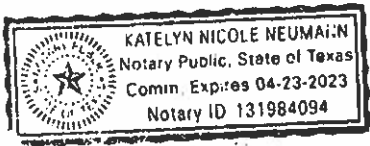
Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 17th DAY OF March, 2021
X. [Signature] Jimmie Pogue / owner

X _____
Owner(s) signature(s) Owner (s) Printed name (s)

Jimmie Pogue SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 17th DAY OF
March, 2021

[Signature]
Notary Public Signature



THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY
**Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
04/14/2021 12:34:22 PM
LAURA 1 Pages(s)
202106019893**

 Bobbie Koepf



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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

COPPER RIDGE PHASE 1, BLOCK E, LOT 11

Customer: POGUE & COMPANY DBA JLP BUILDERS, INC

Site Address: 5721 PALISADES VIEW

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

County: COMAL **Permit#:** _____

Phone Number: _____

E-mail: _____

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between POGUE & COMPANY DBA JLP BUILDERS, INC (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:

Contractor:

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: _____

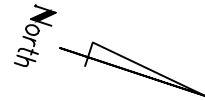
Contractor: _____

REVISED

12:50 pm, Sep 07, 2021

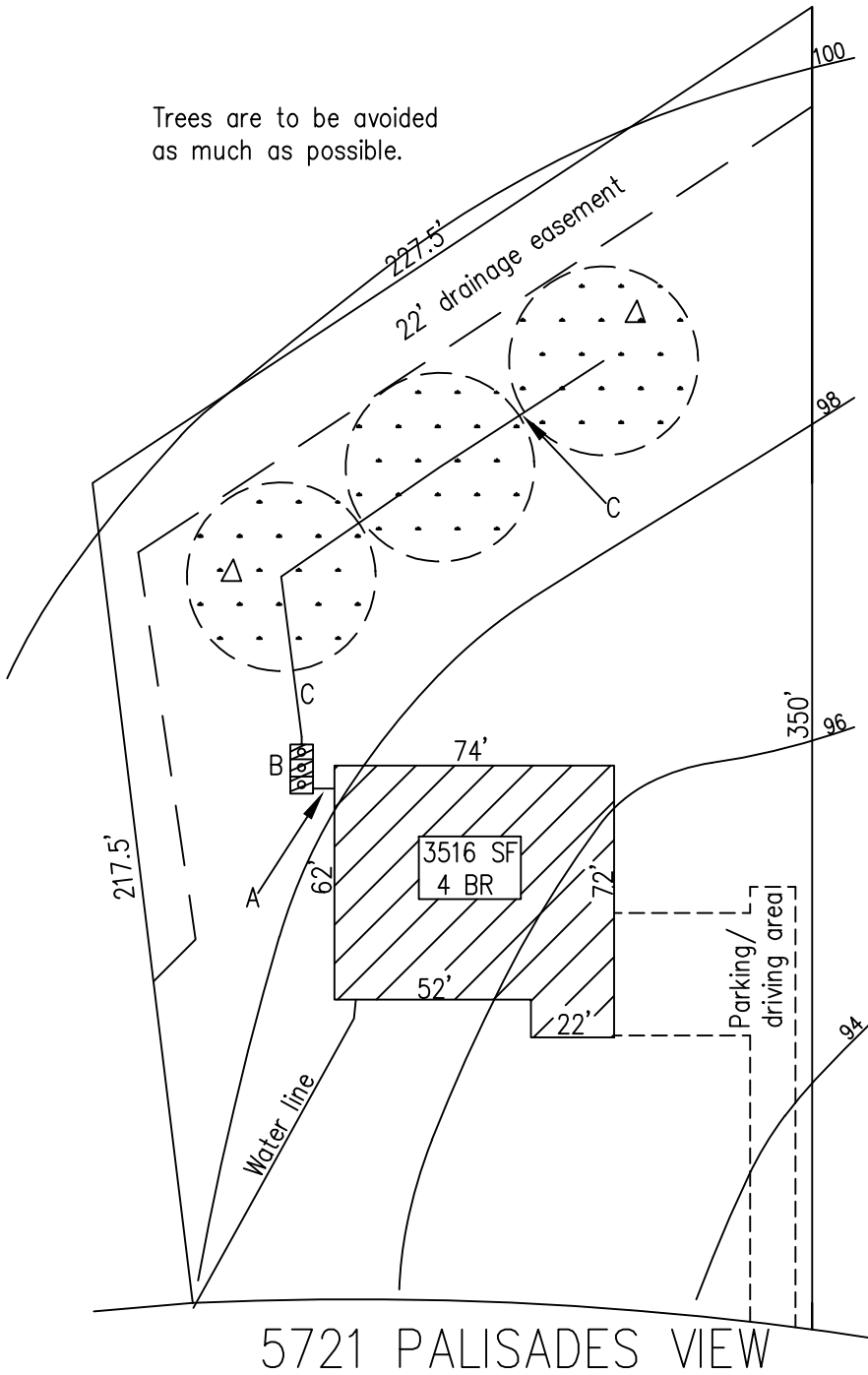
Septic Systems Express

DBA of Frank Aguirre and Associates, Inc.



1" = 50'

Trees are to be avoided as much as possible.



POGUE & CO.
25 MAR 2021
(Revision of 15 Jul 2021)

- A = ± 5' to 10' of 4" pvc, Sch. 40, tightline with a cleanout within 3' of the house
- B = Pre-treatment, 600 gpd ATU, chlorinator and pump tank
- C = ± 180' of 1" supply line
- D = 25' radius full circle spray

Spray application area:
Three 25' radius full circle sprays = 3 x 1963 SF = a total of 5889 SF

5721 PALISADES VIEW

NOTE: The contractor may make field adjustments to the system so as to better fit site conditions encountered. All angles, lengths and locations shown are approximate and are adjustable during the actual system installation.

△ = Soil profile site

Frank Aguirre



RS 994
OS 10807
DR 30400

L-11,B-E,Ph. 1, CopperRidge



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

San Antonio, Texas 78247-4490
210.275.7866

frankseptic45@gmail.com

PLANNING MATERIALS FOR A SEPTIC SYSTEM IN COMAL COUNTY *Frank Aguirre*

DATE: 25 Mar 2021; Revision of 3 Apr 2021

THE PLAYERS:

Property owner: Pogue & Company, dba JLP Builders, Inc., P.O. Box 312053, New Braunfels, Texas 78131, (210)422-7024, JPogue@BuildwithJLP.com

Site Evaluator: Frank Aguirre, SE, #10807

Designer: Frank Aguirre, R.S., Lic. 994

Installer: Paul Swoyer, 830-935-4936

Septic system design review & inspections: Comal County: Brenda Ritzen or Sandra Hernandez, 830.608.2090

THE PROPERTY:

Street numerical address: 5721 Palisades View

Legal description: Lot 11, Blk. E, Phase 1, Copper Ridge

Recharge zone: The property is on the ERZ and the septic system design complies with all the provisions of the existing WPAP. No known recharge feature within 150' of the sprayfield.

THE PROPOSED PROJECT:

A single family residence, 4 BR, 3516 SF

THE ESTIMATED SEWAGE PRODUCTION CHARACTERISTICS:

Hydraulic loading estimated at 360 gpd, sized, by regulations, to a 5 BR home.

Organic loading estimated at 140 to 300 mg/l BOD with traces of FOG and TSS (residential strength)

DESCRIPTION OF PROPOSED MONITORING OF SEWAGE CHARACTERISTICS:

Hydraulic loading as the major portion of the water meter reading.

TARGET FINAL EFFLUENT PARAMETERS:

Hydraulic loading less than the estimated loading on ANY GIVEN DAY.

Organic loading: BOD and TSS of less than 65 mg/l

WATER SOURCE: CLWS

SITE EVALUATION DATA:

- A. This certifies that proper soil analysis procedures were followed.
- B. Soils at this site are Class IV and are not suitable with respect to texture.
- C. The overall site suitability is not appropriate for a Standard on-site wastewater system.

OVERALL SEPTIC SYSTEM COMPONENTS:

Collection: (It is crucial that all sewer drops exiting this home/building be as shallow as possible, still meeting elevation plumbing requirements in the slab. This design assumes a shallow sewer drop exit.) About 5' to 10' of tightline from the house to the ATU with a cleanout within 3' of the house. *Jim Quinn*

Pre-treatment: Single compartment (trash) tank in front of the ATU

Treatment: 600 gpd aerobic treatment unit with disinfection

The system to be installed must be done so in STRICT ACCORDANCE WITH ALL MANUFACTURER'S RECOMMENDATIONS by a Class II septic system installer.

Water pump requirements: Must overcome an elevation head of 6', a friction head of 8' and a maximum head at the spray head of 45' for a total head of 59'. It shall operate the spray heads at two application times (operated by a control box using a timer) - 12 midnight and 4 am cycles of 180 gal. each cycle. At 18 gpm, each cycle shall run for 10 minutes.

Supply line size: 1"

Sprayheads: K-rain 1303 RCW or equal

Recycling: The required spray area for this size of residence is 5625 SF.

The actual spray shall be 5889 SF and shall consist of three 25' full circle sprays at 4 gpm for a total of 12 gpm.

The spray area shall be covered with grasses, evergreen shrubs, bushes, trees or landscaped beds containing mixed vegetation.

Float Switch Placement

Actual liquid measurements:

60" depth, 60" length, 60" width, dividing by 12 to go to "feet":

5' depth, 5' length, 5' width

Capacity, in CF, = $5' \times 5' \times 5' = 125 \text{ CF} \times 7.48 \text{ gal/CF} = 935 \text{ gal}$ (Actual tank capacity)

$\frac{935 \text{ gal}}{60" \text{ depth}} = 15.58 \text{ gal/inch}$

Volume needed for a single dose = $360 \text{ gal}/2 = 180 \text{ gal}$.

$\frac{180 \text{ gal}}{15.58 \text{ gal/in}} = 12"$ needed between the "Off" and "On" switches

Volume needed between the "On" and "Alarm" switches = 1 day's volume = 360 gal

$\frac{360 \text{ gal}}{15.58 \text{ gal/in}} = 23''$ needed between the "On" and "Alarm" switches

Volume required above the "alarm" switch = 1/3 day's volume = 120 gal.

$\frac{120 \text{ gal.}}{15.58 \text{ gal/in}} = 8''$ needed above the "alarm" switch

Jim Ogino

Locations of float switches:

Distance between the OFF and ON switches = 12"

+ Distance between the ON and Alarm switches = 23"

+ Distance between the Alarm switch and Inlet = 8"

Minimum working depth required = 43"

Actual working depth available = 60"

+Min. height needed above floor of tank for the OFF switch = 8"

Minimum tank depth from Inlet to bottom of tank = 51"

CODE COMPLIANCE

Everyone realizes that the QUALITY of sewage from a restaurant is more to treat than that from a residence, because of the presence of FOG - fats, oils and greases. But not enough attention is given to the fact that HOME sewage can also include high FOG contents from cosmetics, bath oils, suntan lotion, etc. in addition to cooking greases and food scraps. Medications taken by persons living in the home, bleaches and non-eaten plastics and paper can also play havoc with the septic system.

Technical note: Home sewage should have no higher than 60 mg/l in Total Suspended Solids, 20 mg/l in FOG and 300 mg/l in BOD. Exceeding any of these limits can cause serious damage and malfunction to the septic system, in addition to that causes my more VOLUME of sewage than that for which the system was designed.

Aerobic Treatment Units (ATU's) must be approved by the TCEQ and installed, managed, monitored and maintained in accordance with manufacturer's recommendations. All wiring and piping must be in accordance with Ch. 285, septic system regulations, as a MINIMUM.

It is not within the scope of this document to cite all the engineering and construction standards that apply to this project. This is a PERFORMANCE design that is modeled to meet...

- 1. All septic regulations of the Texas Commission On Environment Quality, Chap. 285, version of 28 Dec 2012, and*
- 2. All construction standards that are generally accepted with the septic system industry, and*
- 3. All requirements as stated by the local inspection jurisdiction in which the property sits.*

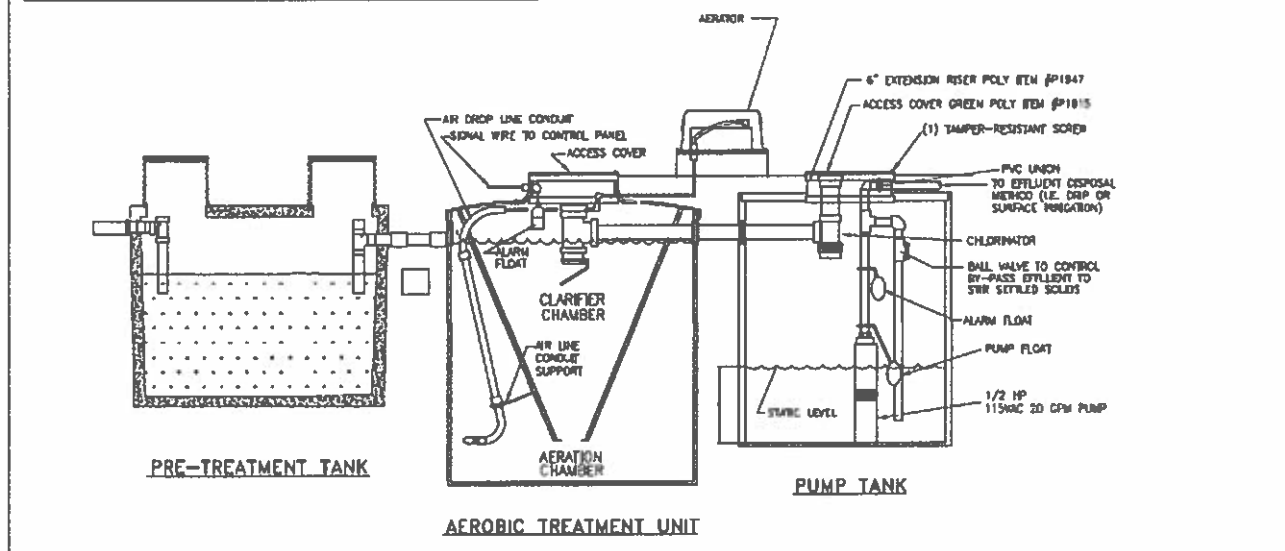
BEST PRACTICES

It is the opinion of this designer that both state and local jurisdiction requirements represent **MINIMUM** government regulations that may or may not result in a septic system that meets the property owner's **EXPECTATIONS** of it providing dependable, long-lasting service. Therefore, the property owner should consider some of the many **UPGRADES** that are available from the **INDUSTRY** and the **MANUFACTURER'S** side of the project. As part of the "best practices" thrust, **ALL** septic systems of all types can deliver long-lasting, dependable service **IF** and **ONLY IF** the owner of the system includes these three items:

- a. **Management** - The sewage that is sent to the system must be within both its quantitative and qualitative design limits.
- b. **Monitoring** - Every system must be closely watched for any signs of failure. The best monitoring includes specific measurements of its various characteristics.
- c. **Maintenance** - The system must be properly maintained on a regularly scheduled basis by a qualified and licensed person.

Chemical characteristics: The parameters of typical residential-strength sewage are: BOD-140, TSS - 75, FOG - 15, DO - .5, pH - 7 and temp 59.

Generic cross-section of a typical ATU:



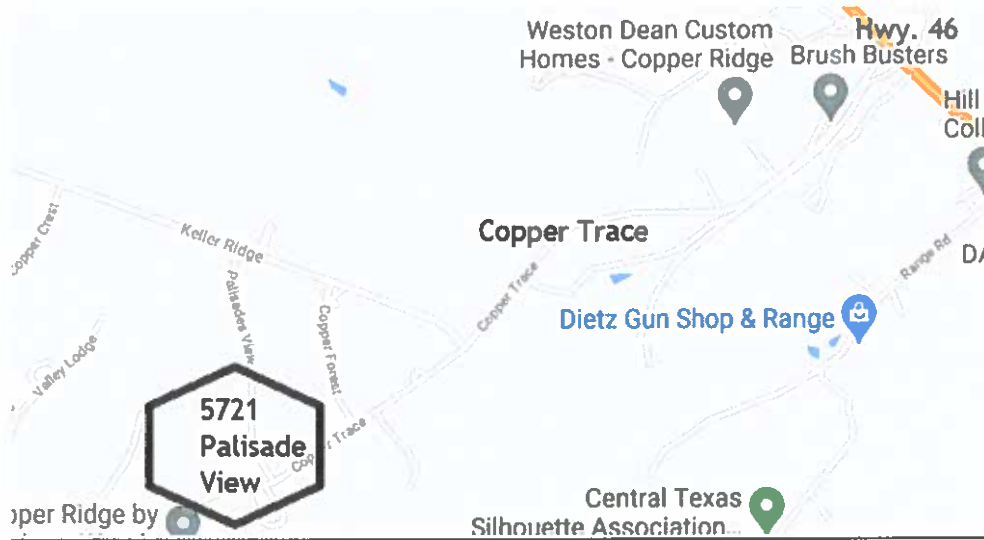
It is the owner's responsibility to ensure that the aerobic treatment unit is under a PAID contract with a licensed "maintenance provider. The unit must be checked and tested ONCE EVERY 4 MONTHS [Regulation #285.91 (4)] for the life of the unit and test results shall be submitted to the local septic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

I hereby certify that this design conforms to both TCEQ and local regulations for On-Site Sewage Facilities and, with proper use, maintenance, and under normal climatic conditions, can be expected to function without creating a nuisance.

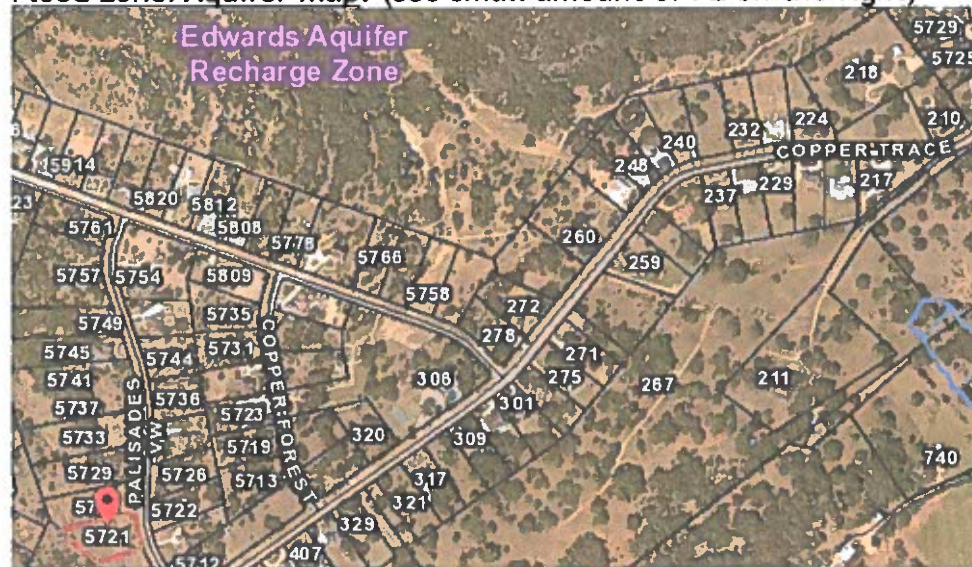
Sincerely,

Frank Aguirre, Registered Sanitarian, Lic. 994, SE 10807, DR 30400

Location: *Sierra Region*

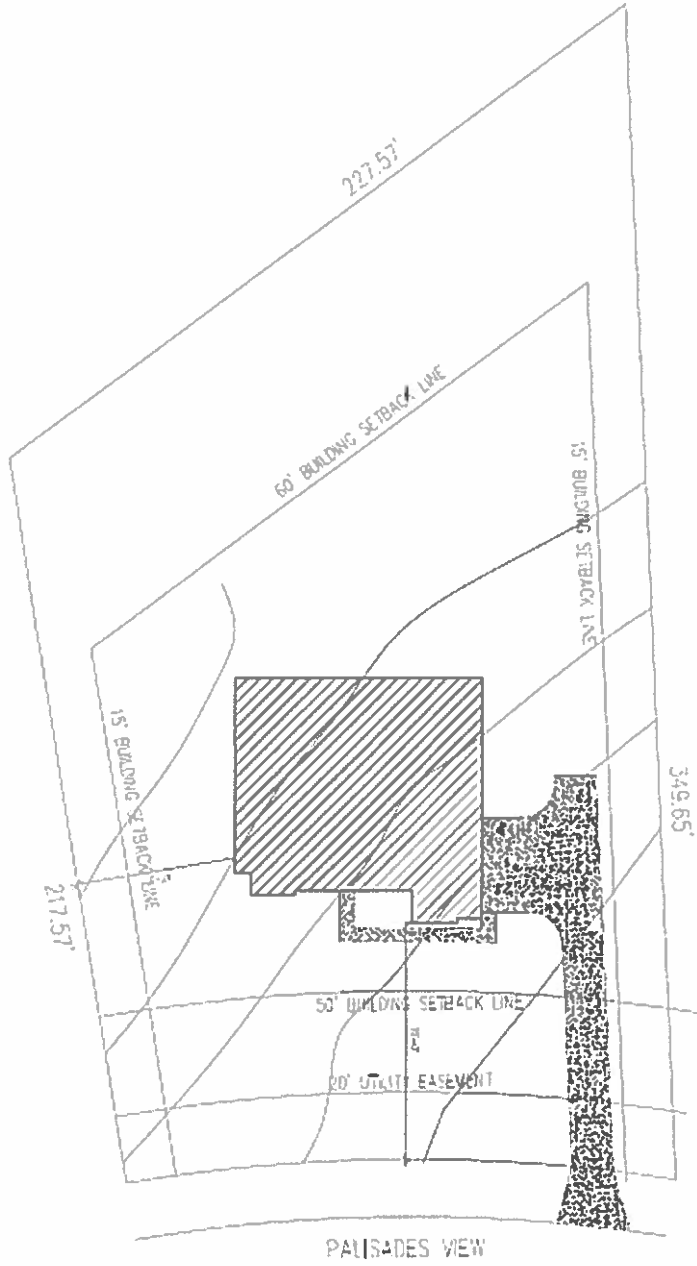


Flood zone/Aquifer map: (see small amount of FZ on the right)



Property deed, ATU affidavit and Maintenance agreement: See attached

Property plat: *Link Ogier*



Site evaluation:

Name: Pogue & Co.

Location: 5721 Palisades View

Date: 25 Mar 2021

Site Evaluator:

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

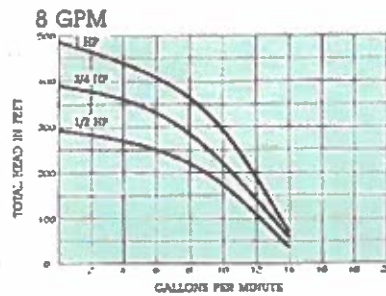
| SOIL BORING NUMBER <u>1</u> | | | | | | |
|-----------------------------|---------------|--------------|--|---------------------------------|---------------------|--------------|
| Depth (Feet) | Texture Class | Soil Texture | Structure (For Class III - blocky, platy or massive) | Drainage (Mottles/ Water Table) | Restrictive Horizon | Observations |
| 0 | | 4' | Limestone | | Class <u>IV</u> | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

| SOIL BORING NUMBER <u>2</u> | | | | | | |
|-----------------------------|---------------|--------------|--|---------------------------------|---------------------|--------------|
| Depth (Feet) | Texture Class | Soil Texture | Structure (For Class III - blocky, platy or massive) | Drainage (Mottles/ Water Table) | Restrictive Horizon | Observations |
| 0 | | | XEE | | | |
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |

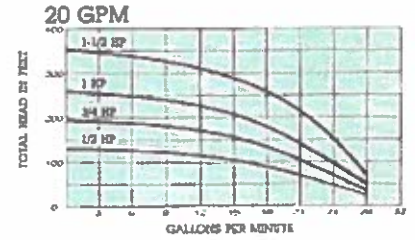
High head pump graph:

High Head Filtered Effluent Pumps

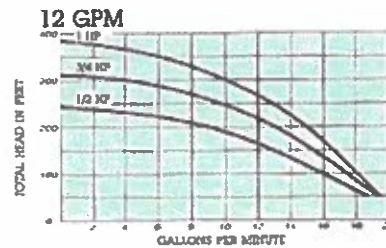
½, ¾, 1 and 1½ HP
8, 12, 20, 25, and 35 GPM
4" Diameter Submersibles



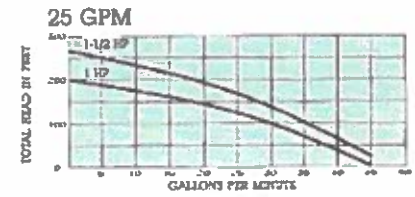
| HP | Voltage | Pump Model |
|----|---------|------------|
| ½ | 115 | 2NFL51-8E |
| ½ | 230 | 2NFL52-8E |
| ¾ | 230 | 2NFL72-8E |
| 1 | 230 | 2NFL102-8E |



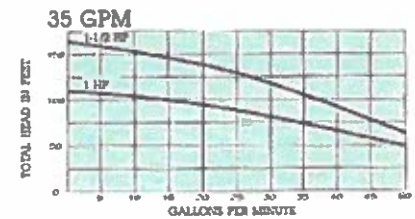
| HP | Voltage | Pump Model |
|----|---------|-------------|
| ½ | 115 | 2NFL51-20E |
| ½ | 230 | 2NFL52-20E |
| ¾ | 230 | 2NFL72-20E |
| 1 | 230 | 2NFL102-20E |
| 1½ | 230 | 2NFL152-20E |



| HP | Voltage | Pump Model |
|----|---------|-------------|
| ½ | 115 | 2NFL51-12E |
| ½ | 230 | 2NFL52-12E |
| ¾ | 230 | 2NFL72-12E |
| 1 | 230 | 2NFL102-12E |



| HP | Voltage | Pump Model |
|----|---------|------------|
| 1 | 230 | J10258E |
| 1½ | 230 | J15258E |



| HP | Voltage | Pump Model |
|----|---------|------------|
| 1 | 230 | J10358E |
| 1½ | 230 | J15358E |

**CCEO
COPY**

9

VARIABLE
WIDTH DRAINAGE
EASEMENT

S77°46'52"W
431.62'

10

1.31 AC
(1.03)

(FFE = 1023.00')

S76°41'49"W
349.65'

11

1.15 AC
(1.01)

(FFE = 1021.00')

20' P.U.E
164.40'

L73

217.57'

S70°03'34"W

97.43'

63.54'

L71

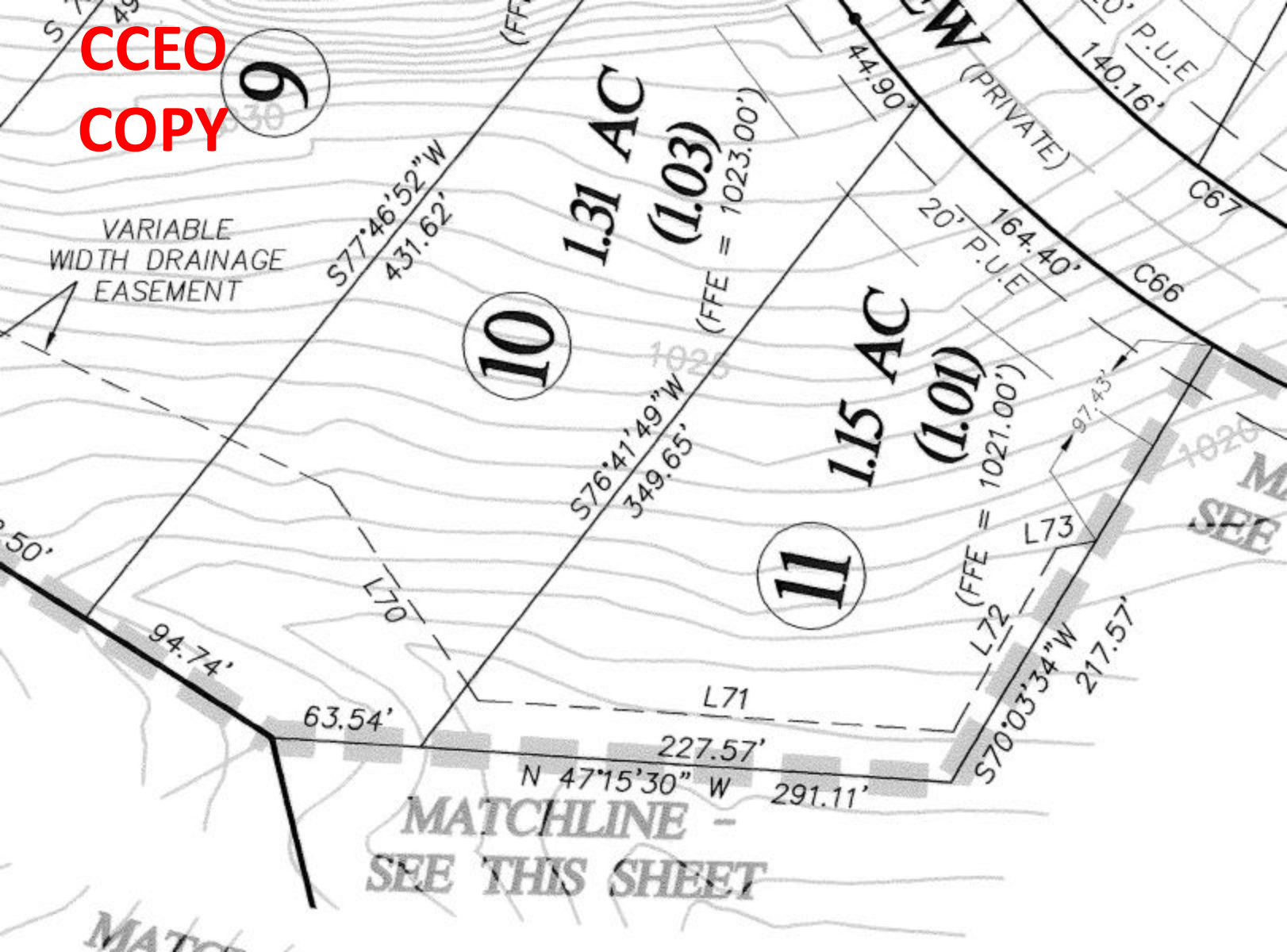
227.57'

N 47°15'30" W 291.11'

**MATCHLINE -
SEE THIS SHEET**

MATCH

SEE THIS SHEET




From: Ritzen, Brenda
To: [Katelyn Neumann](#)
Subject: Permit 112429
Date: Monday, April 19, 2021 10:32:00 AM
Attachments: [image001.png](#)

Re: Pogue & Company DBA JLP Builders, Inc.
Copper Ridge phase 1 Lot 11 Block E
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Katelyn,

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

1.  The designer must show the location of the drainage easement on the design.
2. Revise as needed and resubmit.

Thank you,



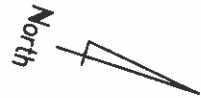
Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org



Septic Systems Express

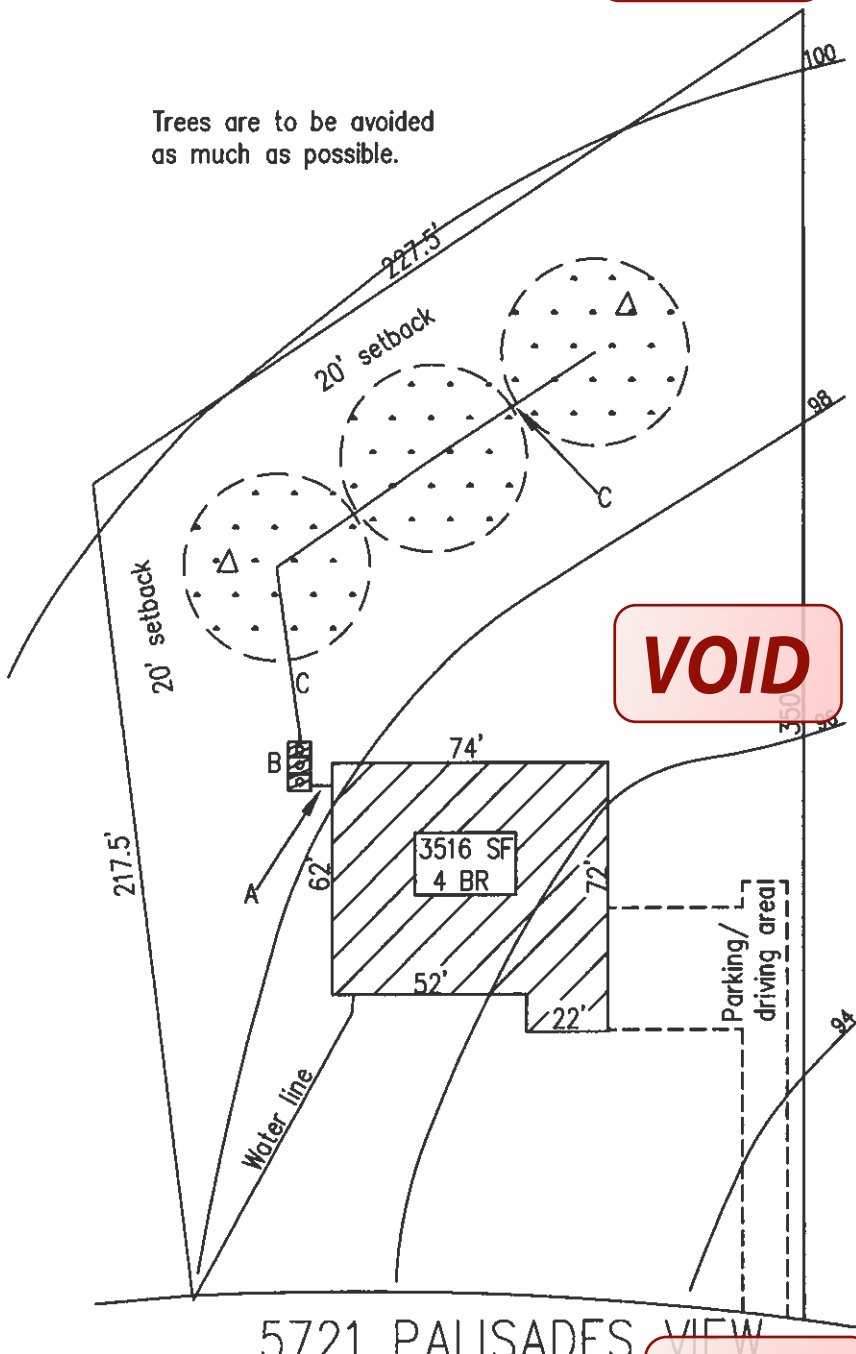
DBA of Frank Aguirre and Associates, Inc.

VOID



1" = 50'

Trees are to be avoided as much as possible.



POGUE & CO.
25 MAR 2021
(Revision of 3 Apr 2021)

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- B = Pre-treatment, 600 gpd ATU, chlorinator and pump tank
- C = ± 180' of 1" supply line
- D = 25' radius full circle spray

VOID

Spray application area:
Three 25' radius full circle
sprays = 3 x 1963 SF =
a total of 5889 SF

5721 PALISADES VIEW

VOID

Soil profile site

NOTE: The contractor may make field adjustments to the system so as to better fit site conditions encountered. All angles, lengths and locations shown are approximate and are adjustable during the actual system installation.

Frank Aguirre



RS 994
OS 10807
DR 30400
L-11,B-E,Ph. 1, CopperRidge

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.

Warranty Deed with Vendor's Lien

Date: March 19, 2021

Grantor: DAVID M. SPERO, owning, occupying and claiming other real property as homestead

Grantor's Mailing Address:

160 Gallagher Dr
Canyon Lake TX 78133
Comal County

Grantee: **POGUE & COMPANY, A TEXAS CORPORATION, DBA JLP BUILDERS, INC.**

Grantee's Mailing Address:

P.O. Box 312053
New Braunfels, Texas 78131-2053
Comal County

Consideration:

Revolving Line of Credit Note dated March 23, 2020 executed by Grantee and payable to the order of SECURITY STATE BANK & TRUST in the principal amount of FOUR MILLION AND NO/100 DOLLARS (\$4,000,000.00) of which FIVE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED NINETY-EIGHT AND 73/100 DOLLARS (\$528,198.73) is being advanced for the purchase and improvements to the real property herein described. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of SECURITY STATE BANK & TRUST and by a first-lien deed of trust from Grantee to WILLIAM H. COWDEN, JR., trustee.

Property (including any improvements):

Lot 11, Block E, Copper Ridge, Phase I, situated in Comal County, Texas, according to the map or plat thereof, recorded in Document No. 200806018524, Map and Plat Records, Comal County, Texas.

Reservations from and Exceptions to Conveyance and Warranty

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

SECURITY STATE BANK & TRUST, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of SECURITY STATE BANK & TRUST and are transferred to SECURITY STATE BANK & TRUST without recourse against Grantor.

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

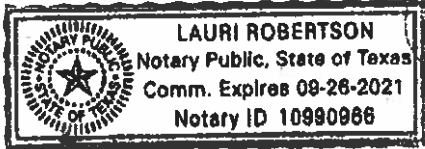
GRANTOR:


DAVID M. SPERO

STATE OF TEXAS

COUNTY OF ~~BEXAR~~ *Guadalupe*

This instrument was acknowledged before me on March 19, 2021, 2021,
by DAVID M. SPERO.



Lauri Robertson

Notary Public, State of Texas

My commission expires: 9/26/21

AFTER RECORDING RETURN TO:

POGUE & COMPANY, A TEXAS CORPORATION, DBA JLP BUILDERS, INC.

P.O. Box 312053

New Braunfels, Texas 78131-2053

GF: 400412100313

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

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

To: Raymond Derderian
5721 Palisades View
New Braunfels, TX 78132

Printed: 4/18/2022
Site: 5721 Palisades View
New Braunfels, TX 78132
(409) 350-9897

Permit #: **11249**
Agency: Comal County
County:
Mfg / Brand: - MAXX AIR
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 3714
Contract Dates: 12/2/2021 - 12/2/2024
Scheduled Date: 4/2/2022 Inspection 1 of 9
Installed: 12/2/2021
Warranty End: 12/2/2024
GPS Coordinates - Latitude: 29.742819 Longitude: -98.250769

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 4/13/2022

Entered By: Michelle Irvin

Method: Grab

Technician: Landon Gronvold

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 6

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .12

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 = 0"

Fixed broken spray head and spray line. - Technician Secured the Tank Lid and/or Riser prior to leaving location.

Insp ID #: 17013

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

License Info: MP0001708 Expires:

License Info: MT0001995 Expires: 10/31/2023

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

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

Printed: 12/8/2022 Insp ID #: 23644

Permit #: **11249**

To: Raymond Derderian
5721 Palisades View
New Braunfels, TX 78132

Main Phone: (409) 350-9897
Work:
Cell Phone:
Alt Cell:

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

Customer ID: 3714
Contract Dates: 12/2/2021 - 12/2/2024
Scheduled Date: 12/2/2022 Inspection 3 of 9
Installed: 12/2/2021
Warranty End: 12/2/2024
GPS Coordinates: Latitude: 29.742819 Longitude: -98.250769

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 12/7/2022

Entered By: Nicole Loria

Method: Grab

Copy emailed to Customer

Customer Emailed: 12/8/2022

Technician: Not Assigned

Maint. Provider: Ryan Seidensticker

Aerators: Operational

Sludge Levels

Filters: Operational

Irrigation Pumps: Operational

For Tank 2: N/A

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 1.35

Electric Circuits: Operational

Tank Lid / Riser: Secured

Distribution System: Operational

Insp. Port / Plug: Secured

Sprayfield Veg: Operational

Alarm: Operational

Service Completed

Comments

- 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 12/8/2022.

Site: 5721 Palisades View, 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:10/9/2023

Permit: 11249

Site: 5721 Palisades View, New Braunfels, TX 78132

Main Phone: 4093509897

Raymond Derderian

5721 Palisades View

New Braunfels, TX 78132

Agency: Comal County

| | |
|--|---|
| System Info: MFG: <u> </u> Brand: <u>MAXX AIR</u> | Customer ID: <u>5113</u> |
| Treatment Type: <u>Aerobic</u> Disposal Type: <u>Surface Application</u> | Insp ID: <u>34097</u> |
| Installed: <u>12/2/2021</u> Warranty Expiration: <u>12/2/2024</u> | |
| Visit Details | <-----> |
| Visit Date: <u>10/6/2023</u> Entered By: <u>Nicole Loria</u> | GPS Lat: 29.742819 GPS Long: -98.250769 |
| Scheduled Date: <u>8/2/2023</u> Contract Starts: <u>12/2/2021</u> Customer Emailed: <u>10/9/2023</u> | |
| Entered On: <u>10/9/2023</u> Contract Ends: <u>12/2/2024</u> | |

Visit Results

Service Type: Scheduled Inspection

Count: Inspection 5 of 9

| | | |
|---|------------------|------------------|
| Method: <u>Grab</u> | License # | Expires |
| Technician: <u>Wes Magley</u> | <u>MT0002355</u> | <u>7/31/2025</u> |
| Provider: <u>Luna Environmental, LLC</u> | | |

Service Completed

| | |
|---|--|
| Aerators: <u>Operational</u> | Sludge Level Tank 1: <u>2</u> |
| Filters: <u>Operational</u> | Sludge Level Tank 2: <u>N/A</u> |
| Irrigation Pumps: <u>Operational</u> | |
| Disinfection Device: <u>Operational</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: <u>Operational</u> | PSI Pressure: <u>2.6</u> |

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 10/9/2023.

Luna Environmental

4222 FM 482

New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:6/9/2023

Permit: 11249

Site: 5721 Palisades View, New Braunfels, TX 78132

Main Phone: 4093509897

Raymond Derderian

5721 Palisades View

New Braunfels, TX 78132

Agency: Comal County

| | | |
|--|---|---|
| System Info: MFG: <u> </u> Brand: <u>MAXX AIR</u> | Customer ID: <u>5113</u> | |
| Treatment Type: <u>Aerobic</u> | Disposal Type: <u>Surface Application</u> | Insp ID: <u>28966</u> |
| Installed: <u>12/2/2021</u> | Warranty Expiration: <u>12/2/2024</u> | |
| Visit Details | | <-----> |
| Visit Date: <u>6/7/2023</u> | Entered By: Nicole Loria | GPS Lat: 29.742819 GPS Long: -98.250769 |
| Scheduled Date: <u>4/2/2023</u> | Contract Starts: <u>12/2/2021</u> | Customer Emailed: <u>6/9/2023</u> |
| Entered On: <u>6/9/2023</u> | Contract Ends: <u>12/2/2024</u> | |

Visit Results

Service Type: Scheduled Inspection

Count: Inspection 4 of 9

| | | |
|---|-----------|---------|
| Method: <u>Grab</u> | License # | Expires |
| Technician: <u>Wes Magley</u> | | |
| Provider: <u>Luna Environmental, LLC</u> | | |

Service Completed

| | |
|---|--|
| Aerators: <u>Operational</u> | Sludge Level Tank 1: <u>4</u> |
| Filters: <u>Operational</u> | Sludge Level Tank 2: <u>N/A</u> |
| Irrigation Pumps: <u>Operational</u> | |
| Disinfection Device: <u>Operational</u> | |
| Chlorine Supply: <u>Operational</u> | |
| Chlorine Residual: <u>.6</u> | |
| | Tank Lid / Riser: <u>Secured</u> |
| | Insp. Port / Plug: <u>Secured</u> |
| Electric Circuits: <u>Operational</u> | |
| Distribution System: <u>Operational</u> | |
| Drip/Sprayfield Veg: <u>Operational</u> | |
| Alarm: <u>Operational</u> | |

Comments

- Scum on pretreatment 6 - Reset Timer - Reconnected floats/replaced straps - 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 6/9/2023.