staller Name:	OSSF Installer #:	
1st Inspection Date:	2nd Inspection Date:	3rd Inspection Date:
Inspector Name:	Inspector Name:	Inspector Name:

Perm	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)(G)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

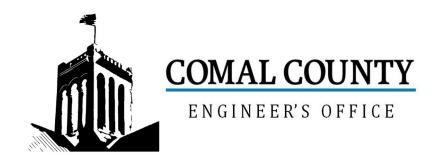
Inspector Notes:

AL.	Di-si	Δ	Citation	N-4	1,41,	2	2
No.	Description SEPTIC TANK Tank(s) Clearly	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and "T" Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum 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) (I)285.32(b)(1)(E) (i)285.32(b)(1)(E) (i)285.32(b)(1) (D)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)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)				
	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 providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
	SEPTIC TANK Tank Volume						
12	Installed						
	PUMP TANK Volume Installed						
13	AEROBIC TREATMENT UNIT Size						
14							
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)				

	_ ,			- 			
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)				
	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)				
	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)				
	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)				
	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

No.	Docorintian	Answer	Citations	Notes	1ct lease	2nd Inco	2rd Inco
NO.	Description EFFLUENT DISPOSAL SYSTEM Utilized	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	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)				
	AEROBIC TREATMENT UNIT IS Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
	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						
	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						
	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

	1						
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)(iii) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iii)(I)				
	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)				
41	ADDUCATION ADDA Average tradellar						
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						



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

Permit Number: 113744

Issued This Date: 12/10/2021

This permit is hereby given to: MIDCENTURY CUSTOM HOMES, LLC

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

1722 PARADISE PKWY CANYON LAKE, TX 78133

Subdivision: PARADISE ON THE GUADALUPE

Unit: 1 Lot: 39

Block: 0

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 County requirements.

Call (830) 608-2090 to schedule inspections.

RECEIVEDBy KG at 2:13 pm, Dec 09, 2021



OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

::

113744

	Date Received Initials Permit Number
Plac	ructions: e a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application
Che	cklist <u>must</u> accompany the completed application.
oss	SF Permit
\times	Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
X	Site/Soil Évaluation Completed by a Certified Site Evaluator or a Professional Engineer
\times	Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consider a scaled design and all system specifications.
X	Required Permit Fee - See Attached Fee Schedule
X	Copy of Recorded Deed
\times	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
	irm that I have provided all information required for my OSSF Development Application and that this application
con	stitutes a completed OSSF Development Application.
	10/0/201
	12/9/2021
	Signature of Applicant Date
	COMPLETE APPLICATION INCOMPLETE APPLICATION
	Check No Receipt No (Missing Items Circled, Application Refeused)
	Revised: September 2019



ON-SITE SEWAGE FACILITY APPLICATION

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

					all	
Date 10/6/202	1		Permit N	umber	113	3744
1. APPLICANT /	AGENT INFORMATION					
Owner Name	MIDCENTURY CUSTOM HOMES, LLC	Agent Name	GR	EG W. JOH	INSON,	P.E.
Mailing Address		Agent Address		170 Hollo	w Oak	
-	Canyon Lake, TX 78133	City, State, Zip	Nev	w Braunfel	ls, TX 7	8132
Phone #	830-935-4936	Phone #		830-905	-2778	
Email	katelyn@psseptics.com	Email	gregjo	ohnsonpe(@yahoo	o.com
2. LOCATION						
Subdivision Name	e PARADISE ON THE GUADALUPE	Unit	1	Lot	39	Block
Survey Name / A	bstract Number					
	PARADISE PARKWAY					
3. TYPE OF DEV	ELOPMENT					
X Single Fam	ily Residential					
Type of Co	nstruction (House, Mobile, RV, Etc.) HO	USE				
Number of	Bedrooms 4+1					
Indicate Sq	Ft of Living Area 3247+508					
Non-Single	Family Residential					
(Planning ma	aterials must show adequate land area for doubling	the required land needed	for treatr	ment units	and disp	oosal area)
Type of Fac	cility					
Offices, Fa	ctories, Churches, Schools, Parks, Etc Indic	cate Number Of Occupa	ants			
Restaurant	s, Lounges, Theaters - Indicate Number of Se	eats				
	el, Hospital, Nursing Home - Indicate Number					
	ler/RV Parks - Indicate Number of Spaces					
Miscellaneo	ous					
Estimated Cost	t of Construction: \$	(Structure Only)				
Is any portion o	of the proposed OSSF located in the United St	tates Army Corps of En	gineers ((USACE)	flowage	e easement?
Yes X	No (If yes, owner must provide approval from USACE	for proposed OSSF improver	nents withi	n the USAC	E flowag	e easement)
Source of Wate	r 🔀 Public 🗌 Private Well					
4. SIGNATURE C	OF OWNER					
 The completed ap facts. I certify that property. 	ication, I certify that: plication and all additional information submitted de I am the property owner or I possess the appropri	ate land rights necessary	to make tl	he permitte	d impro	vements on said
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of						

Signature of Owner 2

by the Comal County Flood Damage Prevention Order.

10/6/2021

- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required

- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

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

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

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.					
System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION					
Size of Septic System Required Based on Planning Materials & Soil Evaluation					
Tank Size(s) (Gallons) MAXX AIR M800 Absorption/Application Area (Sq Ft)					
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? X 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: GREG W. JOHNSON 67587 70 67587 70 67587 70 70 70 70 70 70 70 70 70					
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 November 17, 2021 Page 2 of 2					

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.

T

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.

П

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):

Unity HASE/SECTION BLOCK39LOT_	PARADISE ON THE GUADALUPE SUBDIVISION
IF NOT IN SUBDIVISION:ACREAGE	SURVEY
The property is owned by (insert owner's full name): N	IIDCENTURY CUSTOM HOMES, LLC
This OSSF must be covered by a continuous maintenance the initial two-year service policy, the owner of an aerobic residence shall either obtain a maintenance contract with personally.	treatment system for a single family
Upon sale or transfer of the above-described property, the transferred to the buyer or new owner. A copy of the plan obtained from the Comal County Engineer's Office.	e permit for the OSSF shall be aning materials for the OSSF can be
WITNESS BY HAND(S) ON THIS (O DAY OF	c60ber ,2021
The same	tichael wray -MANAGEP-
Owner(s) signature(s) Own	er (s) Printed name (s)
S michael way sworn to AND	SUBSCRIBED BEFORE ME ON THIS (O DAY OF
OCDOOR ,20 21	Filed and Recorded
V MADCH CI DO	Official Public Records
Notari Bublic Simulation	Bobbie Koepp, County Clerk
KAYLA MARIE PASCHALL ROTERY Public, State of Texas	Comal County, Texas
Comm. Expires 03-27-2024 Notary ID 132419024	11/19/2021 08:23:17 AM
World in 1974	TERRI 1 Pages(s) 202106059900
(Notary Seal Here)	202100033700
,om, sear recey	Babbie Koepp



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

MP#0001708 CHRISTOPHER RYAN SEIDENSTICKER

Customer: MIDCENTURY CUSTOM HOMES, LLC				S, LLC	
PROPERT	Y LEGAL DESCRIPTION:	Site Address: 1722 PARADISE PARKWAY			
LOT 39, PARA	ADISE ON THE GUADALUPE, UNIT 1	City/State: NEW BRAL	JNFELS, TEXAS	Zip : 78130	
		County: COMAL	Permit#:		
		Phone Number:			
		E-mail:	- Constitution of the Cons		
<u>/</u> (1	ral: This On-Site Sewage Facility Service Agreeming Country Custom Homes, LLC hereinafter referred to as "Contractor"). By this agond the client agrees to fulfill his/her/their responsible.	reement, Contractor agrees to render se	reement") is entered in s "Client") and PS Suppervices, as described here	to by and between ly & Service LLC. in (the "Services"),	
	or Dates: This agreement commences on the date of License to Operate: LTO Last D	e of License to Operate is issued for Three ate of Service; 3 yrs from LTO	ree (3) years.		
III. Servic	es by Contractor: Contractor will provide the fol	lowing Services:			
1.	. Inspect and perform routine maintenance on and/or rules of the Texas Commission on E "County") and the manufacturer's requirement	nvironmental Quality ("TCEQ") and	county in which the OS		
2.	. Report to the appropriate regulatory authority TCEQ or County rules. All findings must be re			es and, if required,	
3.	 Notify Client and repair any components of the you just do it. If not, Client will be responsible 				
4.	 Visit site in response to Client's request for u receipt of Client's request. Unscheduled servic in addition to fees under this Agreement. 				
5.	 Provide notification of arrival to site to the Cli the visit at the site or with site personnel upon authority within fourteen (14) days. 				
la tir \$2 re al th	diantenance Fee"), excepting those described in Subor supplied for anything beyond routine inspection me services are provided or rendered. Payments not 20.00 late penalty or 1.5% carrying charge on the cason such charges are found to be usurious by a clowable by law. By signing this contract, Client at the thirty (30) days. Client agrees to pay for any laterts.	ection III (4), or Section IX, herein. In ion and routine maintenance. Payments of received within thirty (30) days from original balance for each month or port court of competent jurisdiction, such athorizes Contractor to remove any part	the does not include of for such additional service the due date will be subjuicted in thereof a balance in charges shall be reduced installed, but not paid	equipment, parts or vices are due at the ject the greater of a past due. If for any d to the maximum in full at the end of	

- V. Client's Responsibilities: Client is responsible for each and all of the following:
 - 1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
 - To 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.
 - To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for onsite 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.
 - To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids ("BOD/TSS") that may be required on the OSSF.
 - 9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
 - 10. To provide, at Client's expense, for pumping of tanks as needed.
 - 11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
 - 12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.
- VI. Access by Contractor: Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.
- VII. Application or Transfer of Payment: The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above-described Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor
- VIII. Termination of Agreement: This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any worked performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limitation of Liability: In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.
- X. Severability and Reformation: If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.
- XI. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement. (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.
- XII. Modification. This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and
- 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 constinuing waiver or as a consent to or waiver of any subsequent breach hereof.

Chient: MW Contractor:

XVI.

- 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.
- 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. MP#0001708 CHRISTOPHER RYAN SEIDENSTICKER Approved by Contractor:

DocuSigned by: Michael Wrai Approved by Client: 5CFF9D90328F4F2

- 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.

MIN

THE COUNTY OF COMAL STATE OF TEXAS

CERTIFICATION OF SINGLE FAMILY DWELLING

According to Texas Commission of Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of COMAL COUNTY, TEXAS.

	I					
1722 PARADISE PARKWAY	. The	, being the owners of the referenced property at y further state that the Residence and any additional				
living space on this property will be occupied only	by a single far	nily.				
An OSSF requiring a Certification of Single Family	y Dwelling, w	ill be installed on the property described as:				
1 UNIT BLOCK 39	LOT PAR	ADISE ON THE GUADALUPE SUBDIVISION				
IF NOT IN SUBDIVISION: ACREAGE		SURVEY				
The property is owned byMIDCENTURY CUSTOM HOMES, LLC, a Texas limited liability company witness by HAND ON THIS 22 OF DAY OFNOW, 20_21						
OWNPR (SIGNATURE)	OWNER	(SIGNATURE)				
SWORN TO AND SUBSCRIBED BEFORE ME	on this 2	2 DAY OF NOVEMBER, 20 21 BY				
Notary Public Signature KAYLA MARIE PASCHALL Notary Public, State of Texas	<u> </u>	WNER NAME (PRINTED)				

Greg W. Johnson, P.E.

170 Hollow Oak New Braunfels, Texas 78132 830/905-2778

November 17, 2021

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

RESEPTIC DESIGN
1722 PARADISE PARKWAY
PARADISE ON THE GUADALUPE, UNIT 1, LOT 39
CANYON LAKE, TX 78133
MID CENTURY CUSTOM HOMES, LLC

Ms. Brenda Ritzen/Allyse Gros,

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

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).

Greg W. Johnson, P.E.

o. *6*7587 / F#2585

170 Hollow Oak

New Braunfels, Texas 78132 - 830/905-2778

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed:	November 16, 2021
Site Location:	PARADISE on the GUADALUPE, LOT 39
Proposed Excavation Depth: _	N/A
Requirements:	
	vations must be performed on the site, at opposite ends of the proposed disposal area.
	ng or dug pits must be shown on the site drawing.
For subsurface dispos	sal, soil evaluations must be performed to a depth of at least two feet below the

proposed excavation depth. For surface disposal, t	ne surface horizon must be evaluated.
Describe each soil horizon and identify any restric	tive features on the form. Indicate depths where features appear.

SOIL	SOIL BORING NUMBER SURFACE EVALUATION									
Depth (Feet)		Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations			
0 -	8"	Ш	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 8"	BROWN			
3 _										
5										

		ION			
Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
SAME		AS		ABOVE	
	Class	Class Texture	Class Texture Analysis	Class Texture Analysis (Mottles/ Water Table)	Class Texture Analysis (Mottles/ Horizon Water Table)

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

Date

OSSF SOIL EVALUATION REPORT INFORMATION Date: November 17, 2021 **Applicant Information:** Site Evaluator Information: MIDCENTURY CUSTOM HOMES, LLC. Name: Greg W. Johnson, P.E., R.S., S.E. 11561 Name: Address: 170 Hollow Oak Address: c/o 23011 F.M. 306 CANYON LAKE State: **TEXAS** City: New Braunfels State: Texas City: Zip Code: 78133 Phone: (830) 935-4936 Zip Code: 78132 Phone & Fax (830)905-2778 **Property Location:** Installer Information: Lot 39 Unit ___ Blk __ Subd. PARADISE on the GUADALUPE Name: Street Address: 1722 PARADISE PARKWAY Company: City: CANYON LAKE Zip Code: 78133 Address:_____ Additional Info.: State: City: Zip Code: Phone **Topography:** Slope within proposed disposal area: 4 to 6 % YES NO X Presence of 100 vr. Flood Zone: Existing or proposed water well in nearby area. YES NO X Presence of adjacent ponds, streams, water impoundments YES NO X Presence of upper water shed YES NO XOrganized sewage service available to lot YES NO X **Design Calculations for Aerobic Treatment with Spray Irrigation:** Commercial O = _____ GPD ____ Residential Water conserving fixtures to be utilized? Yes X No Number of Bedrooms the septic system is sized for: ___4+1 __ Total sq. ft. living area __3247+508 Q gal/day = (Bedrooms +1) * 75 GPD - (20% reduction for water conserving fixtures) Q = (4+1+1)*75-(20%)= 360 **NOTE: 4 BDRM RES. WITH 1 BDRM** Trash Tank Size 431 Gal. **DETACHED LIVING @ 360 GPD** TCEQ Approved Aerobic Plant Size 800 G.P.D. Req'd Application Area = Q/Ri = 360 / 0.064 = Application Area Utilized = 6433 ____ sq. ft. Pump Requirement _____ Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent) Dosing Cycle: _____ON DEMAND or ___X TIMED TO DOSE IN PREDAWN HOURS

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

Reserve Requirement = 120 Gal. 1/3 day flow.

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

With Chlorinator NSF/TCEQ APPROVED

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

Two way cleanout

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

1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

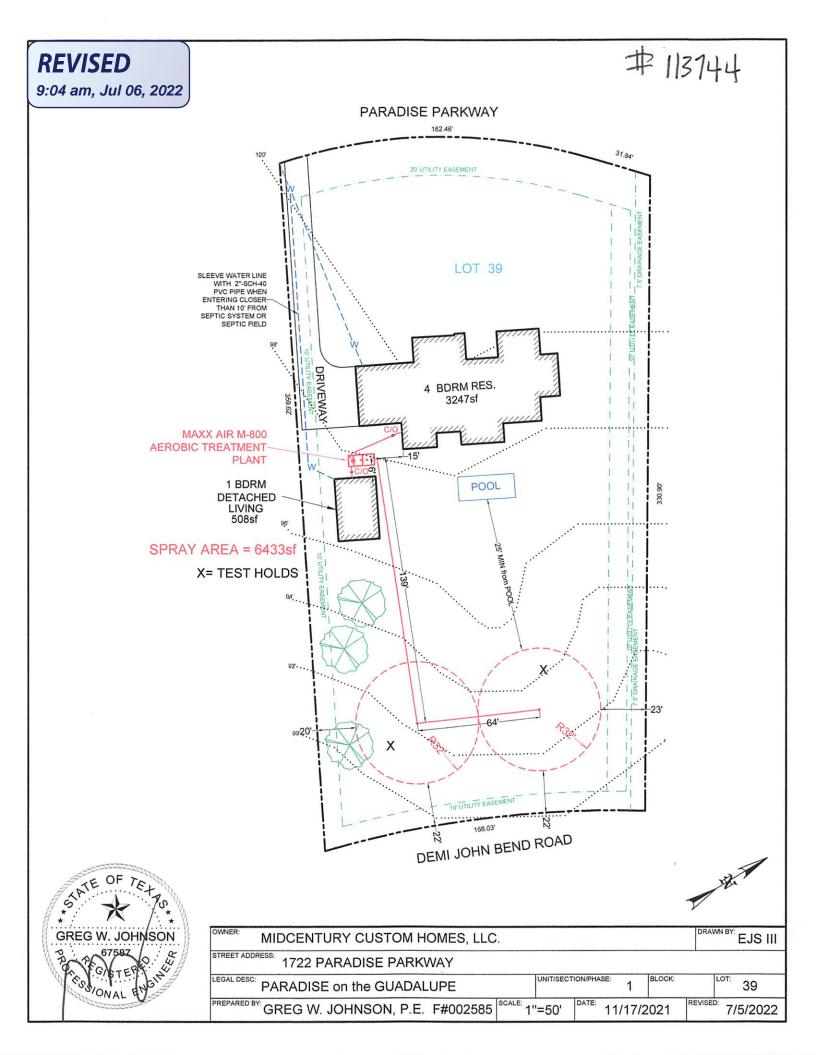
EXPOSED ROCK WILL BE COVERED WITH SOIL OR MULCH.

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

(EFFECTIVE DECEMBER 29, 2016)

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





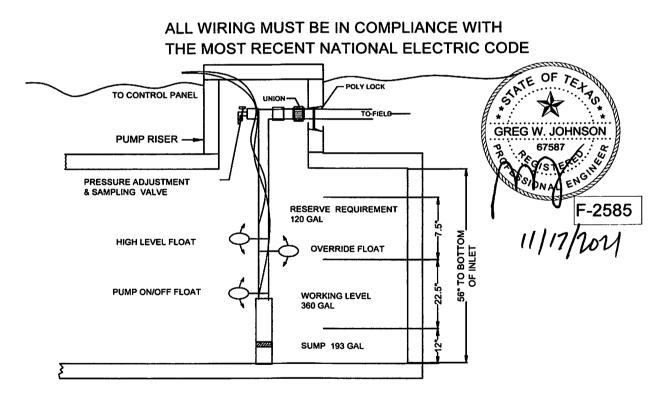
TANK NOTES:

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

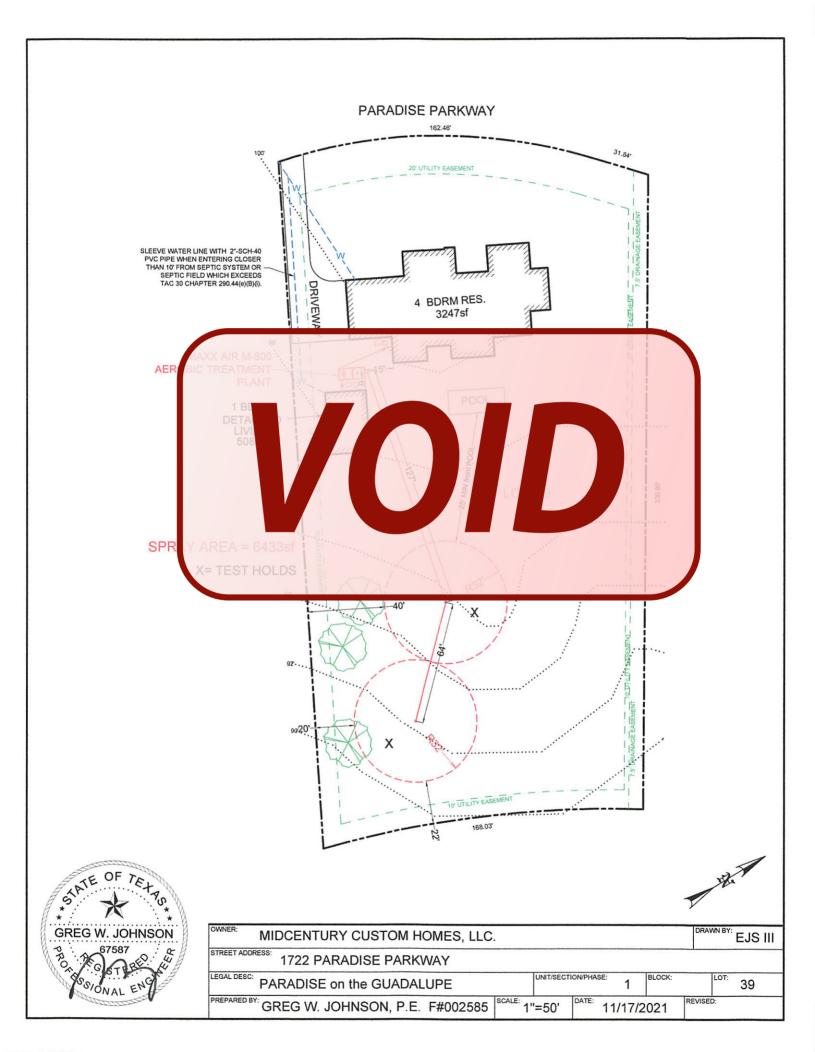
Tightlines to the tank shall be SCH-40 PVC.

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



TYPICAL PUMP TANK CONFIGURATION MAXX AIR-M800 PUMP TANK



Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Special Warranty Deed with Vendor's Lien

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

Effective on: September 28, 2021.

Grantor:

PARADISE I ON THE GUADALUPE, LLC, a Texas limited liability company

Grantor's Mailing Address: 755 E. Mulberry Ave., Suite 600, San Antonio, Bexar County,

Texas 78212

Grantee:

MIDCENTURY CUSTOM HOMES, LLC, a Texas limited liability company

Grantee's Mailing Address: 28811 Throssel Ln, San Antonio, Bexar County, Texas 78260-4463

Consideration: A note of even date executed by Grantee and payable to the order of HOUSEMAX FUNDING FUND I LLC, a Texas limited liability company, 901 S. Mo Pac Expy, Ste. 125, Bldg 4, Austin, Texas 78746, in the principal amount of ONE HUNDRED TWENTY-ONE THOUSAND TWELVE AND 71/100 DOLLARS (\$121,012.71). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of HOUSEMAX FUNDING FUND I LLC, a Texas limited liability company and by a first-lien deed of trust of even date from Grantee to MEGAN ULMANN, Trustee.

HOUSEMAX FUNDING FUND I LLC, a Texas limited liability company 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 HOUSEMAX FUNDING FUND I LLC, a Texas limited liability company and are transferred to HOUSEMAX FUNDING FUND I LLC, a Texas limited liability company without recourse against Grantor.

Property (including any improvements): Lot 39, PARADISE ON THE GUADALUPE, UNIT 1, a subdivision in Comal County, Texas, according to plat recorded under Document No. 202106042687, Map and Plat Records, Comal County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: All presently recorded restrictions, reservations, easements, covenants and conditions that affect the property and taxes for the current year, 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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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.

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

PARADISE I ON THE GUADALUPE, LLC a Texas limited liability company

Vice President

By: Printed Name: Harry B. Adams IV

THE STATE OF TEXAS COUNTY OF BEXAR

Title:

AFTER RECORDING RET New Braunfels Title Compa GF No. NBT-2257-2021 NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE LAW OFFICE OF: Kristen Quinney Porter

P.O. Box 312643

New Braunfels, Texas 78131-2643

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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