



# COMAL COUNTY

## ENGINEER'S OFFICE

### License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **10/30/2020** Permit Number: **108333**

Location Description: 7883 FAWN CREEK DR  
SPRING BRANCH, TX 78070

Subdivision: Deer River  
Unit: 2  
Lot: 227  
Block:  
Acreage:

Type of System: Aerobic  
Surface Irrigation

Issued to: CR Phoenix Enterprises, LLC dba Havenbrook Homes

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

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

Alterations to this permit including, but not limited to:


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

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

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

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the

Licensing Authority  
Comal County Environmental Health

  
OS0034792  
ENVIRONMENTAL HEALTH INSPECTOR

  
ENVIRONMENTAL HEALTH COORDINATOR

OS0035605

Final

**Comal County Environmental Health  
OSSF Inspection Sheet**

Installer Name: M. Batey OSSF Installer ID: 050000243  
 1st Inspection Date: 5-14-19 2nd Inspection Date: Common 6-20-19 3rd Inspection Date: 12-10-2019  
 Inspector Name: Connor Inspector Name: CONNOR Inspector Name: B. Olvera  
 Permit #: 108333 Address: Deer River 7883 Town Creek

No.	Category	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)		✓		12-10-19
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.31(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 Property 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)(i) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

*Tank set level - no leaks - operational - cover all*  
6-20-19, JC  
 COVERED  
 NEEDS ROCKS REMOVED FROM FHERD SPRAY AREA.  
10-09-19 BMO  
 Rocks still in Spray Area

12-10-2019 BMO  
 Rocks Removed  
 Shed in 1st Spray Area

08-26-2020 BMO  
 Shed in Spray Area

10-30-2020 BMO  
 Operational  
 Covered  
 Ready for LTO

**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)(I) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(I) 285.32(b)(1)(D) 285.32(b)(1)(C)(iii) 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)		✓		12-10-19
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	✓		<i>Inverter 8550 PC</i>	✓		
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(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)	✓	285.33(d)(6) 285.33(c)(4)	<i>aerobic spray</i>	✓		12-10-19
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom ) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes ( 3/16 - 1/4" dia. Hole Size ) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	✓	285.32(c)(1)		✓		12-10-19
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	✓ ✓ ✓ ✓			✓ ✓ ✓ ✓		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓			✓		
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti-Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓			✓		

Comal County Environmental Health  
OSSF Inspection Sheet

Final

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	✓	285.33(d)(2)(G)(iii)(ii)285.33(d)(2)(G)(iii)(iii)285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(i)		✓		12-10-19
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	✓ PH	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)	ready for cover	✓ ✓		
42	APPLICATION AREA Area Installed	✓	12-10-2019 Shed in Spray Area				
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						

## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: M. Batey      OSSF Installer #: 050000243  
 1st Inspection Date: 5-14-19      2nd Inspection Date: Common 6-20-19      3rd Inspection Date: \_\_\_\_\_  
 Inspector Name: Connor      Inspector Name: CONNOR      Inspector Name: \_\_\_\_\_  
 Permit#: 108333      Address: Deer River 7883 Fawn Creek

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)(H) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

*Tank set level - no leaks. operational. cover all*

*6-20-19, JC*

*COVERED*

*NEEDS ROCKS REMOVED FROM SAND SPRAY FIELD.*

## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: M. Batey OSSF Installer #: 050000243

1st Inspection Date: 5-14-19 2nd Inspection Date: \_\_\_\_\_ 3rd Inspection Date: \_\_\_\_\_

Inspector Name: Connor Inspector Name: \_\_\_\_\_ Inspector Name: \_\_\_\_\_

Permit#: 108333 Address: Deer River 7883 Fawn Creek

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		✓		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)		✓		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)		✓		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)		✓		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)		✓		
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

*Tank set level - no leaks. operational. cover all*

*6-20-19*

*COVERED  
NEEDS ROCKS REMOVED FROM FILTER SPRAY FIELD.*



## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: M. Batey OSSF Installer #: 050000243

1st Inspection Date: 5-14-19 2nd Inspection Date: \_\_\_\_\_ 3rd Inspection Date: \_\_\_\_\_

Inspector Name: Connor Inspector Name: \_\_\_\_\_ Inspector Name: \_\_\_\_\_

Permit#: 108333 Address: Deer River 7883 Fawn Creek

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		✓		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)		✓		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)		✓		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)		✓		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)		✓		
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

Tank set level - no leaks. operational. cover all

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used	✓	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	✓		<i>Inverter B550 PC</i>	✓		
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**

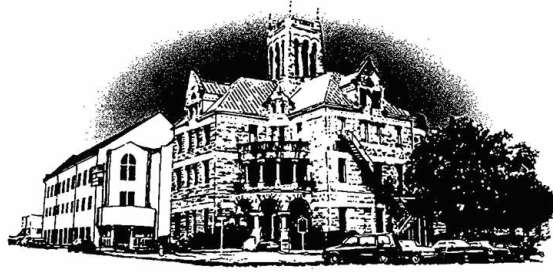
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)	✓	285.33(d)(6) 285.33(c)(4)	<i>aerobic spray</i>	✓		
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom ) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes ( 3/16 - 1/4" dia. Hole Size ) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	✓	285.32(c)(1)		✓		
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions	✓ ✓ ✓ ✓			✓ ✓ ✓ ✓		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓			✓		
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried	✓			✓		

**Comal County Environmental Health  
OSSF Inspection Sheet**

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	✓ ✓ <i>PH</i>	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)	<i>ready for cover</i>	✓ ✓		
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

OFFICE OF COMAL COUNTY ENGINEER

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

Permit Number: 108333  
Issued This Date: 11/13/2018  
This permit is hereby given to: CR Phoenix Enterprises, LLC dba Havenbrook Homes

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

7883 FAWN CREEK DR  
SPRING BRANCH, TX 78070

Subdivision: Deer River  
Unit: 2  
Lot: 227  
Block:  
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

<i>items Date Received</i>	<i>initials</i>

<i>Permit Number</i>

Instructions:

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

OSSF Permit

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

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

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

Required Permit Fee

Copy of Recorded Deed

Surface Application/Aerobic Treatment System

Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

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

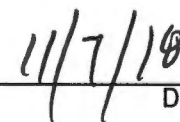
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COUNTY

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

  
\_\_\_\_\_  
Signature of Applicant

  
\_\_\_\_\_  
Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)

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

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

Date October 18, 2018

Permit # 108333

Owner Name CR PHOENIX ENTERPRISES, LLC dba HAVENBROOK HOMES  
Mailing Address 112 NORTH MIDDLE LANE  
City, State, Zip CANYON LAKE TEXAS 78133  
Phone# 830-302-8539 Chad  
Email \_\_\_\_\_

Agent Name GREG W. JOHNSON, P.E.  
Agent Address 170 HOLLOW OAK  
City, State, Zip NEW BRAUNFELS, TX 78132  
Phone # (830) 905-2778  
Email gregjohnsonpe@yahoo.com

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

Subdivision Name DEER RIVER Unit/Phase/Section PHASE 2 Lot 227 Block \_\_\_\_\_  
Acreage/Legal \_\_\_\_\_  
Street Name/Address 7883 FAWN CREEK City SPRING BRANCH Zip 78070

Type of Development:

Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1289

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Commercial or Institutional Facility

(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: \$ 185,000 (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

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

By signing this application, I certify that:

- the completed application and all additional information submitted does not contain any false information and does not conceal any material facts.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities.
- I also 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]  
Signature of Owner

11/6/2018  
Date



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

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) NUWATER B-550-PC Absorption/Application Area (Sq Ft) 4241

Gallons Per Day (As Per TCEQ Table III) 240

(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 [X] 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 [X] 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.)

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

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

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

COUNTY ENGINEER

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

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

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

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

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

Handwritten signature of Greg W. Johnson

Signature of Designer

October 25, 2018
Date

Yes

**AFFIDAVIT**



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THE COUNTY OF COMAL  
STATE OF TEXAS

**CERTIFICATION OF OSSF REQUIRING MAINTENANCE**

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (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):

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2 UNIT/PHASE SECTION \_\_\_\_\_ BLOCK 227 LOT \_\_\_\_\_ DEER RIVER SUBDIVISION \_\_\_\_\_ COURT ENGINEER

IF NOT IN SUBDIVISION: \_\_\_\_\_ ACREAGE \_\_\_\_\_ SURVEY \_\_\_\_\_

The property is owned by (insert owner's full name): CR PHOENIX ENTERPRISES, LLC, dba Havenbrook Homes

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 7 DAY OF NOVEMBER, 2018

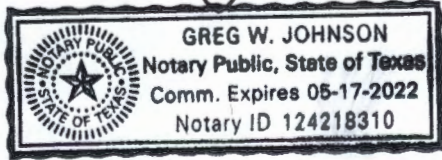
[Signature]  
Owner(s) signature(s)

CHAD RUTTEN - MANAGER  
Owner (s) Printed name (s)

CHAD RUTTEN SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 7 DAY OF  
NOVEMBER, 2018

[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  
11/07/2018 01:22:19 PM  
TERRI 1 Page(s)  
201806043518  
[Signature]



(Notary Seal Here)

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Regulatory Authority COMAL  
Block Creek Aerobic Services, LLC  
444 A Old Hwy #9  
Comfort, TX 78013  
Off. (830) 995-3189  
Fax. (830) 995-4051

Permit/License Number \_\_\_\_\_  
Customer CR PHOENIX ENTERPRISES, LLC RECEIVED  
Site Address 7883 FAWN CREEK  
City SPRING BRANCH, TX 78070 NOV 07 2018  
Mailing Address \_\_\_\_\_  
County COMAL Map # 319 A1  
Phone 830-302-8539  
Email chad@havenbrook.tx.com COUNTY ENGINEER

2 YEAR CONTRACT  
2 YEAR WARRANTY ON PARTS AND LABOR

Subd/Legal: DEER RIVER, PHASE 2, LOT 227

**I. General:** This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between CR PHOENIX ENTERPRISES, LLC (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

**II. Effective Date:**

This Agreement commences on LTO and ends on \_\_\_\_\_ for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

**III. Termination of Agreement:**

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

**IV. Services:**

Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system with in two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.



Customer's Initials



BS

Contractor's Initials

**V. Disinfection:**

Not required; \_\_\_\_\_ required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

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**VI. Electronic Monitoring:**

Electronic Monitoring is not included in this Agreement.

COUNTY ENGINEER

**VII. Performance of Agreement:**

Commencement of performance by Contractor under this Agreement is contingent on the following conditions:

a. If this is an initial Agreement (new installation):

I. Contractor's receipt of a fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.

If the above conditions are not met, Contractor is not obligated to perform any portion of this Agreement.

**VIII. Customer's Responsibilities:**

The customer is responsible for each and all of the following:

a. Provide all necessary yard or lawn maintenance and removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.

b. Protect equipment from physical damage including but not limited to that damage caused by insects.

c. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for and OSSF from the State and/or local regulatory agency, whichever requirements are more stringent, as well as the proprietary system's manufacturer recommendations.

d. Notify Contactor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

e. Provide, upon request by Contractor, water usage records for the OSSF so that the Contractor can perform a proper evaluation of the performance of the OSSF.

f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.

g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.

h. Prevent the condensation from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.

i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contactor, at Customer's expense.

j. Maintain site drainage to prevent adverse effects on the OSSF.

k. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

**IX. Access by Contractor:**

Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and the proprietary system manufacturer. It is Customers responsibility to keep lids exposed and accessible at all times.

**X. Limit of Liability:**

Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

**XI. Indemnification:**

Customer (whether one or more) shall and does hereby agree to indemnify, hold harmless and defend Contractor and each of its successors, assigns, heirs, legal representatives, devisees, employees, agents and/or counsel (collectively "Indemnitees") from and against any and all liabilities, claims, damages, losses, liens, causes of action, suits, fines, judgments and other expenses (including, but not limited to, attorneys' fees and expenses and costs of investigation), of any kind, nature or description, (hereinafter collectively referred to as "Liabilities") arising out of, caused by, or resulting, in whole or in part, from this Agreement.



Customer's Initials



BS

Contractor's Initials

**THIS INDEMNIFICATION APPLIES EVEN IF SUCH LIABILITIES ARE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OR BY THE STRICT LIABILITY OF ANY INDEMNITEE.**

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Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to Indemnitees with respect to all rights Indemnitees may have against third parties with respect to matters as to which Customer provides indemnity and/or defense to Indemnitees. No Indemnification is provided to Indemnitees when the liability or loss results from (1) the sole responsibility of such Indemnitee; or, (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees of and from any action that is subject to this Indemnification provision. Indemnitees hereby covenant not to compromise or settle any claim or cause of action for which Customer has provided Indemnification without the consent of Customer.

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**XII. Severability:**

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

**XIII. Fee for Services:**

The Fee for Services does not include any fees for equipment, material, labor necessary for non-warranty repairs, unscheduled inspections, or Customer requested visits to the site.

**XIV. Payment:**

Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 return check fee.

**XV. Application or Transfer of payment:**

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section IV.

**XVI. Entire Agreement:**

This agreement contains the entire Agreement of the parties, and there are no other conditions in any other agreement, oral or written.

*Brent S. Siderovich*

Block Creek Aerobic Services, LLC,  
Contractor  
MC# 0000042 and MC#0000002

*[Signature]*

Customer Signature

11/7/18

Date

*CR*

Customer's Initials



BS

Contractor's Initials

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By Brenda Ritzen at 9:21 am, Nov 13, 2018

Greg W. Johnson, P.E.

170 Hollow Oak

New Braunfels, Texas 78132

830/905-2778

November 9, 2018

Comal County Office of Environmental Health

195 David Jonas Drive

New Braunfels, Texas 78132-3760

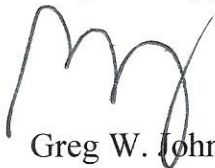
RE: Septic Design - #108333  
7883 FAWN CREEK  
DEER RIVER, PHASE 2, LOT 227  
SPRING BRANCH, TX 78070  
CR PHOENIX ENTERPRISES, LLC

Ms. Ritzen/Hernandez,

Due to the lack of available application area it is necessary to have the setback from the property line to the spray at ten feet as required by TCEQ Chapter 285 rules Table X. I hereby request a variance to the twenty foot setback to property lines as required by Comal County Order and equivalent protection will be maintained by including a battery backup to the timer clock to assure sprayers to only spray during the predawn hours. In my professional opinion this variance will not pose a threat to the environment or public health.

If I can be of further assistance please contact me.

Respectfully yours,



Greg W. Johnson, P.E., F#2585



## ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: October 24, 2018

Site Location: DEER RIVER, PHASE 2, LOT 227

Proposed Excavation Depth: N/A

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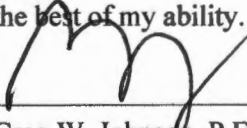
**Requirements:**

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

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	<b>III</b>	<b>CLAY LOAM</b>	<b>N/A</b>	<b>NONE OBSERVED</b>	<b>LIMESTONE @ 8"</b>	<b>BROWN</b>
1						
2						
3						
4						
5						

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

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

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

10/24/18  
 \_\_\_\_\_  
 Date

**OSSF SOIL EVALUATION REPORT INFORMATION**

Date: October 25, 2018

**Applicant Information:**

Name: CR PHOENIX ENTERPRISES, LLC. dba HAVENBROOK HOMES  
 Address: 112 NORTH MIDDLE LANE  
 City: CANYON LAKE State: TEXAS  
 Zip Code: 78133 Phone: (830) 302-8539

**Site Evaluator Information:**

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

**Property Location:**

Lot 227 Unit 2 Blk \_\_\_\_\_ Subd. DEER RIVER  
 Street Address: 7883 FAWN CREEK  
 City: SPRING BRANCH Zip Code: 78070  
 Additional Info.: \_\_\_\_\_

**Installer Information:**

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

**Topography:** Slope within proposed disposal area: 4 to 6 %  
 Presence of 100 yr. Flood Zone: YES \_\_\_ NO X  
 Existing or proposed water well in nearby area: YES \_\_\_ NO X  
 Presence of adjacent ponds, streams, water impoundments: YES \_\_\_ NO X  
 Presence of upper water shed: YES \_\_\_ NO X  
 Organized sewage service available to lot: YES \_\_\_ NO X

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**Design Calculations for Aerobic Treatment with Spray Irrigation:**

**Commercial**

Q = \_\_\_\_\_ GPD \_\_\_\_\_

**Residential** Water conserving fixtures to be utilized? Yes X No \_\_\_\_\_

Number of Bedrooms the septic system is sized for: 3 Total sq. ft. living area 1289

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

Q = (3 +1)\*75-(20%)= 240

Trash Tank Size 353 Gal.

TCEQ Approved Aerobic Plant Size 600 G.P.D.

Req'd Application Area = Q/Ri = 240 / 0.064 = 3750 sq. ft.

Application Area Utilized = 4241 sq. ft.

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

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

Pump Tank Size = 768 Gal. 14.5 Gal/inch.

Reserve Requirement = 80 Gal. 1/3 day flow.

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

With Chlorinator NSF/TCEQ APPROVED

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

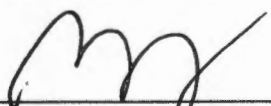
Two way cleanout

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

1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

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

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

10/25/18  
 \_\_\_\_\_  
 DATE



FIRM #2585



FAWN CREEK DRIVE

NUWATER B 550 PC  
AEROBIC TREATMENT  
PLANT

3 BDRM RES.  
1289sf

RECEIVED

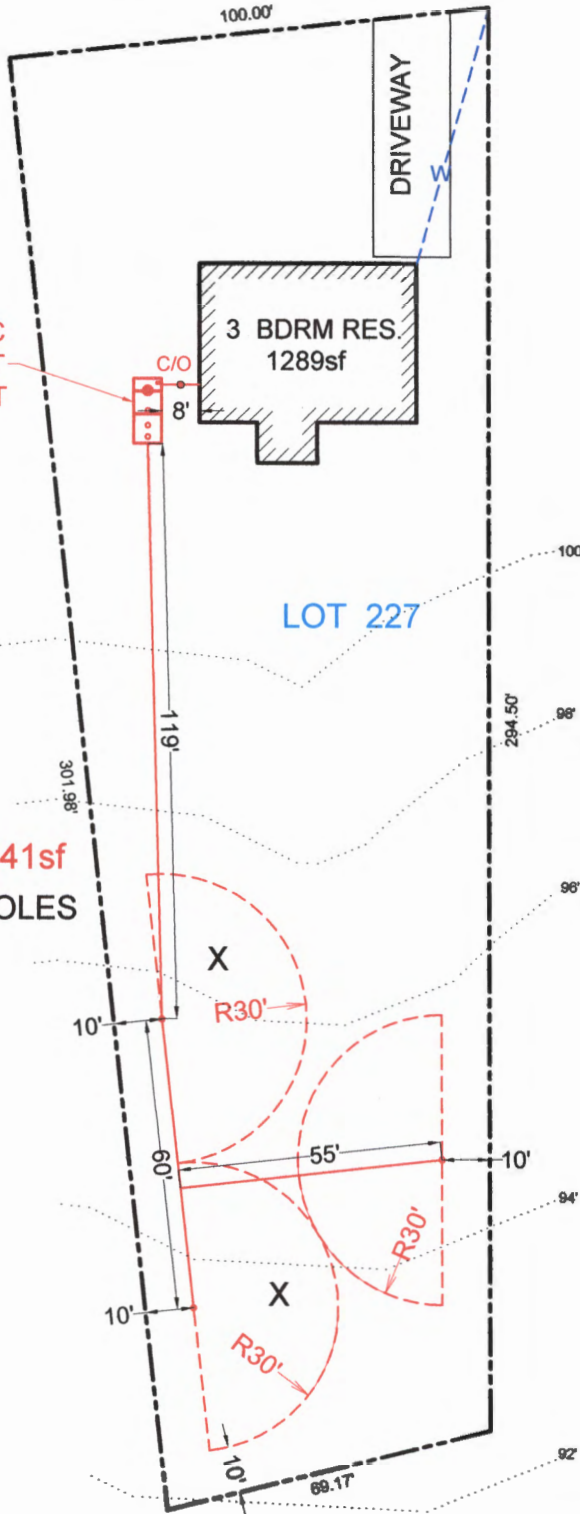
NOV 07 2018

COUNTY ENGINEER

LOT 227

SPRAY AREA = 4241sf

X= TEST HOLES



OWNER: CR PHOENIX ENTERPRISES, LLC. dba HAVENBROOK HOMES		DRAWN BY: EJS III	
STREET ADDRESS: 7883 FAWN CREEK			
LEGAL DESC: DEER RIVER	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 227
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 10/25/2018	REVISED:

## TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

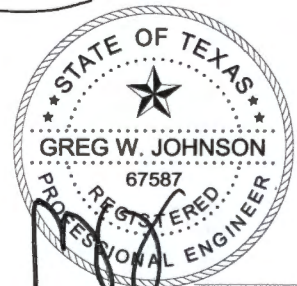
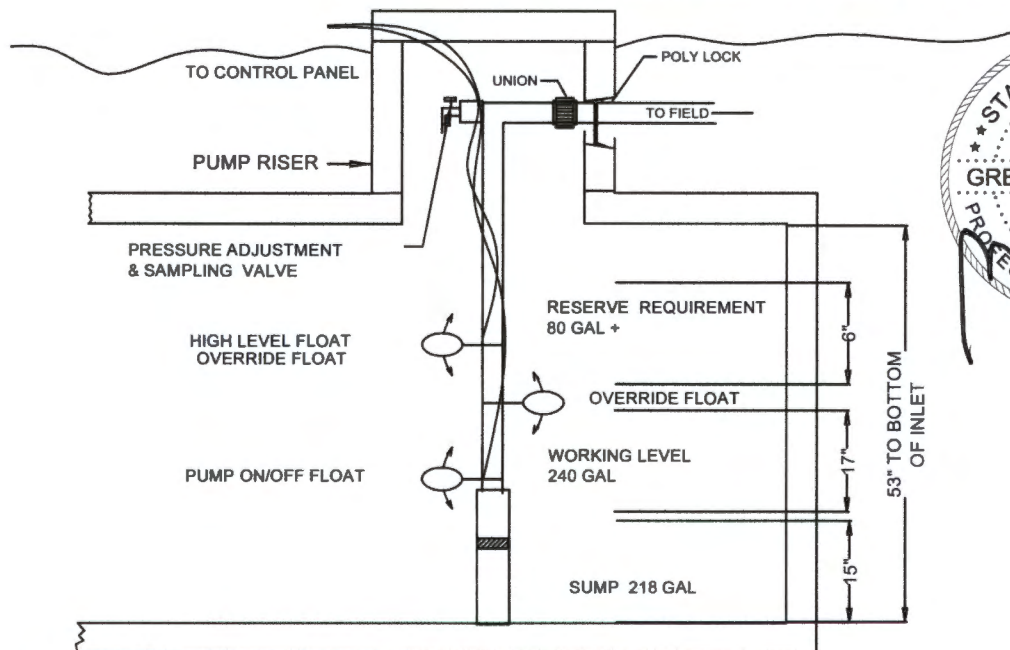
A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks

RECEIVED

NOV 07 2018

COUNTY ENGINEER

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

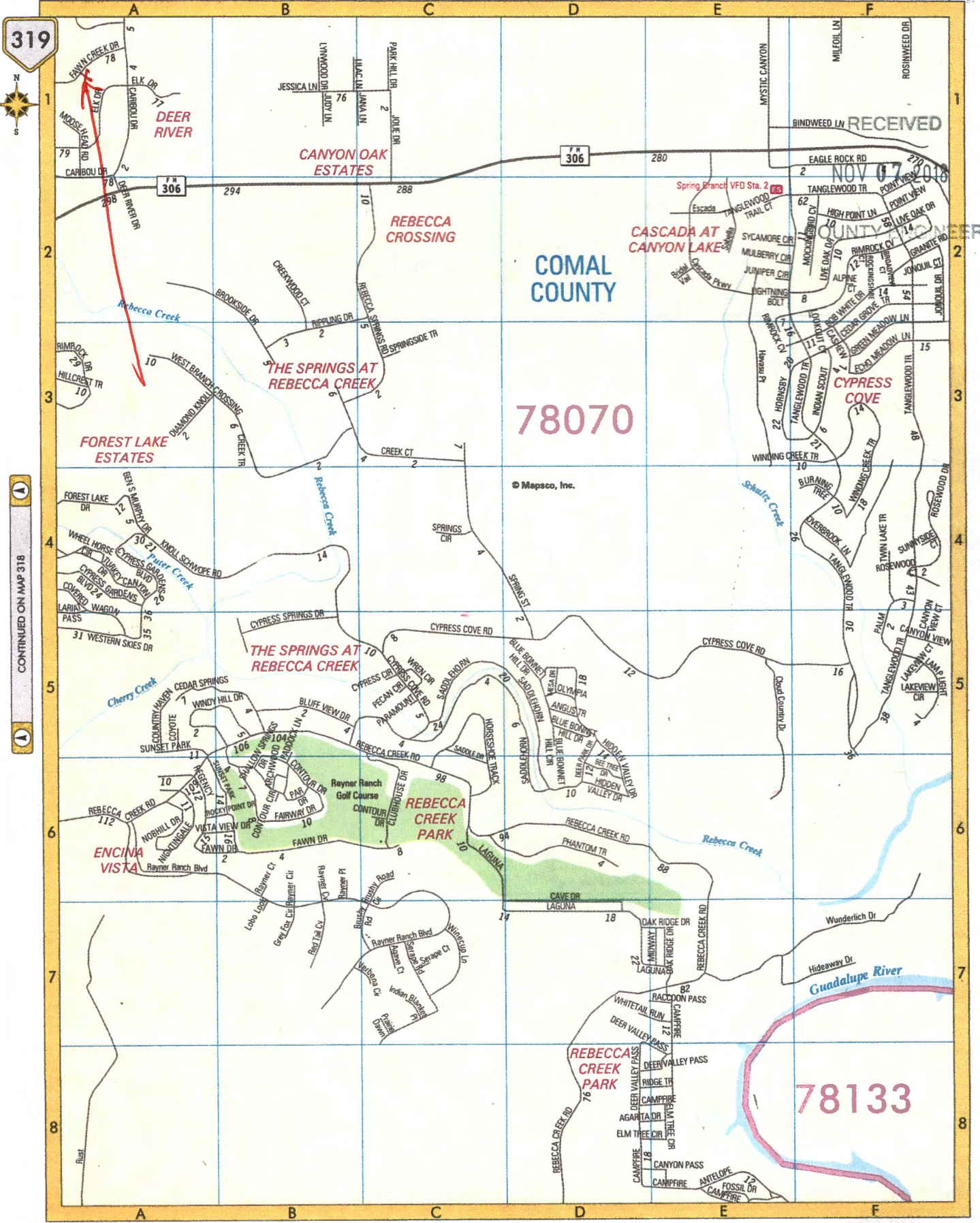


F-2585

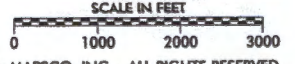
10/25/18

**TYPICAL PUMP TANK CONFIGURATION  
NU-WATER 550PC -400PT 768 GAL PUMP TANK**

319



CONTINUED ON MAP 318



**From:** Ritzen, Brenda  
**To:** ["Greg Johnson"](#)  
**Subject:** Permit 108333  
**Date:** Friday, November 09, 2018 4:16:00 PM

---

Re: CR Phoenix Enterprises, LLC dba Havenbrook Homes  
Deer River Phase 2 Lot 227  
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Greg,

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

- ✓. Maintain required 20 ft. setback from the property lines with the edge of the spray area.
2. Revise as needed and resubmit.

Thank you,

Brenda Ritzen, OS0007722  
Environmental Health Coordinator  
Comal County Engineers Office  
195 David Jonas Drive  
New Braunfels, Texas 78132  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

ORIGINAL COPY 10/4/18 RS A  
N/A

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

RECEIVED

NOV 07 2018

COUNTY ENGINEER

**GENERAL WARRANTY DEED**

THE STATE OF TEXAS §  
COUNTY OF COMAL § KNOW ALL MEN BY THESE PRESENTS:

THAT **LANDSACKK INVESTMENTS, LLC**, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration in hand paid by **CR PHOENIX ENTERPRISES, LLC, d/b/a HAVENBROOK HOMES**, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee the following described property situated in Comal County, Texas, to-wit:

**Lot 227 of DEER RIVER PHASE 2**, a subdivision in Comal County, Texas, according to the plat recorded in **Volume 8, pages 359-362**, of the Map and Plat Records of Comal County, Texas.

This conveyance is made subject to, all and singular, the restrictions, conditions, easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Comal County, Texas.

Taxes for the current year have been prorated and are thereafter assumed by Grantee.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof.

DATED this the 2 day of October, 2018.

**LANDSACKK INVESTMENTS, LLC**

RECEIVED

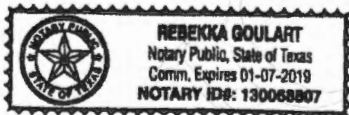
NOV 07 2018

COUNTY CLERK

By: [Signature]  
**SHAUN STEVENS, Member**

STATE OF TEXAS §  
COUNTY OF Comal §

This instrument was acknowledged before me on this the 2 day of September, 2018, by **SHAUN STEVENS, Member of LANDSACKK INVESTMENTS, LLC.**



[Signature]  
Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

P.O. Box 1554  
Canyon Lake, TX 78133

9582.deeds  
Old Republic Title Co. (RS)  
GF #8148NB

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
10/08/2018 03:26:35 PM  
TERRI 2 Pages(s)  
201806039302



[Signature]  
Bobbie Koepf

**Aerobic Maintenance Solution LLC**  
**P O Box 311899**  
**New Braunfels, TX 78131**

Phone: (830) 312-8776

Date: 11/2/2020

AerobicSolutions.net office@aerobicsolutions.net

**Permit #: 108333**

Contract Period

**Start Date: 10/30/2020**

**End Date: 10/30/2022**

Email: brian.spruiell@gmail.com

**To: Brian Spruiell**  
**7883 Fawn Creek Drive**  
**Spring Branch, TX 78070**

Phone: (210) 849-3115      Subdivision: Deer River  
Site: 7883 Fawn Creek Drive, Spring Branch, TX 78070  
County: Comal  
Installer: Mike Batey  
Agency: Comal County Environmental Health  
Mfg/Brand: -SOLAR AIRE-

Aerobic Maintenance Solution LLC

3 visits per year - one every 4 months

Map Key:

ID: 633

#### Agreement

1. General: This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Aerobic Maintenance Solutions LLC (hereinafter referred to as Contractor), located at 4222 FM 482 New Braunfels, Texas 78132, (830-312-8776). By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/ their responsibilities under the agreement as described herein.

II. Effective Dates: If this is an Initial Contract, contract will be for two years and begins when the License To Operate (LTO) has been issued. A 30 day written notice is required if there is a cancellation before the year of the agreement is up. The written notice will be sent to the local regulatory Agency and any of the agreement unused funds is non-refundable.

Contractor or Client, if choosing to terminate the contract, must give the other and the local regulatory Agency written notice after Thirty (30) Days prior to the ending of the Contract.

IV. Services by Contractor: Contractor will provide the following services (Referred to as the "Services").

1. In compliance with the Local Regulatory Agency and Manufacture's requirements, inspect and perform routine maintenance and upkeep on all parts within the On-Site Sewage Facility (hereafter referred to as the "OSSF") three times per year. Contractor **does not** provide chlorine. Client is solely responsible for maintaining the chlorine in the chlorinator at all times.
2. Contractor will provide a weather proof tag on the control panel containing company name, phone number and inspection dates.
3. Contractor will do inspections 3 times a year, every 4 months.
4. Contractor will report all findings to the appropriate regulatory and authority and to the Client, as required by both the State's On-Site rules and the local Agency's rules. All findings must be reported to local Agency's within 14 days, email is acceptable.
5. The contractor's inspection will include the following; Effluent Quality (Color, Turbidity, overflow and Odor), Alarm Function Filters, Operation of Effluent Pump and Chlorine Availability in the Chlorinator, (BOD and TSS Annually on Commercial Accounts, Client is responsible for charges for test)
6. Contractor will respond to client calls and complaints, regarding visual or audible alarms, suspicious conditions and or problems that might confront the Client within 48 hours, excluding weekend and holidays. The Contractor will maintain a 24 hour answering service at 830-312-8776. The unscheduled responses may be billed to the client at going rate.

V. Clients Responsibilities:

**Aerobic Maintenance Solution LLC**  
P O Box 311899  
New Braunfels, TX 78131

Phone: (830) 312-8776

Printed: 11/23/2020

AerobicSolutions.net  
Permit #: 108333

To: Brian Spruiell  
7883 Fawn Creek Drive  
Spring Branch, TX 78070

Tech: Not Assigned  
Brand/Mfg.: SOLAR AIRE -  
System S/N:  
Aerator and S/N.

Site: 7883 Fawn Creek Drive, Spring Branch

Contract: 10/30/2020 - 10/30/2022

Agency: Comal County Environmental Health

Inspections per year: 3

County: Comal

Phone: (210) 849-3115

Service Due: 12/15/2020

Subdivision: Deer River

Cell:

Alt Phone:

Work:

SCHEDULED

Inspection Type: SCHEDULED INSPECTION Inspection # 1 of 6 for the contract year  
BRAND OF SEPTIC SYSTEM \_\_\_\_\_

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	_____ ✓
Irrigation pump:	_____ ✓	_____	_____
Air compressor:	_____ ✓	_____	_____
Disinfection device:	_____ ✓	_____	_____
Chlorine supply:	_____ ✓	_____	_____
Spray field vegetation:	_____ ✓	_____	_____
Sprinkler / Drip backwash:	_____ ✓	_____	_____
Photocell Test:	_____	_____	_____ ✓
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: \_\_\_\_\_ 0.2

Test Method: \_\_\_\_\_ Grab

BOD: \_\_\_\_\_

TSS: \_\_\_\_\_

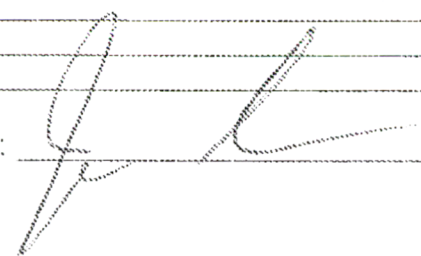
Tank Lids Secured \_\_\_\_\_ yes

Repairs made: Y/N (N)

Sludge Levels: Tank 1: N/A Tank 2: 0" Tank 3: 3"

Repairs and Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspector: 

Date: 12-13-20

Area: / 0

GPS:

ID = 633



**Aerobic Maintenance Solution LLC**  
**P O Box 311899**  
**New Braunfels, TX 78131**

Phone: (830) 312-8776

Printed: 3/30/2021

AerobicSolutions.net  
Permit #: 108333

To: **Brian Spruiell**  
**7883 Fawn Creek Drive**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
Brand/Mfg.: SOLAR AIRE -  
System S/N:  
Aerator and S/N:

Contract: 10/30/2020 - 10/30/2022  
Inspections per year: 3  
Service Due: 4/15/2021  
Alt Phone:

Site: 7883 Fawn Creek Drive, Spring Branch

Agency: Comal County Environmental Health  
County: Comal  
Subdivision: Deer River

Phone: (210) 849-3115  
Cell:  
Work:

Inspection Type: **SCHEDULED INSPECTION** Inspection # 2 of 6 for the contract year  
BRAND OF SEPTIC SYSTEM \_\_\_\_\_

Item	Operational	Inoperative	N/A
Aerator:	<u>/</u>	_____	<u>✓</u>
Irrigation pump:	<u>/</u>	_____	_____
Air compressor:	<u>/</u>	_____	_____
Disinfection device:	<u>/</u>	_____	_____
Chlorine supply:	<u>/</u>	_____	_____
Spray field vegetation:	<u>/</u>	_____	_____
Sprinkler / Drip backwash:	<u>/</u>	_____	_____
Photocell Test:	_____	_____	<u>/</u>
Air Compressor Reading: CFM: _____ PSI: <u>4</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.5

Test Method: Grab

BOD: \_\_\_\_\_

TSS: \_\_\_\_\_

Tank Lids Secured ✓

Repairs made: Y (N)

Sludge Levels: Tank 1: N/A Tank 2: 0 Tank 3: 0

Repairs and Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Inspector: [Signature]

Date: 5-3-21

Area: / 0  
GPS: ID = 633

**Aerobic Maintenance Solution LLC**  
**P O Box 311899**  
**New Braunfels, TX 78131**

Phone: (830) 312-8776

Printed: 12/22/2021

AerobicSolutions.net  
**Permit #: 108333**

**To: Brian Spruiell**  
**7883 Fawn Creek Drive**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: SOLAR AIRE -  
 System S/N:  
 Aerator and S/N:

Contract: 10/30/2020 - 10/30/2022

Inspections per year: 3  
 Service Due: 1/15/2022

Site: 7883 Fawn Creek Drive, Spring Branch  
 Agency: Comal County Environmental Health  
 County: Comal  
 Subdivision: Deer River

Phone: (210) 849-3115  
 Cell:  
 Work:

Alt Phone:

Inspection Type: **SCHEDULED INSPECTION** Inspection # 4 of 6 for the contract year  
 BRAND OF SEPTIC SYSTEM \_\_\_\_\_

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	_____	_____
Air compressor:	<input checked="" type="checkbox"/>	_____	_____
Disinfection device:	<input checked="" type="checkbox"/>	_____	_____
Chlorine supply:	<input checked="" type="checkbox"/>	_____	_____
Spray field vegetation:	_____	_____	_____
Sprinkler / Drip backwash:	_____	<input checked="" type="checkbox"/>	_____
Photocell Test:	_____	_____	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>3</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.5

Test Method: grab

BOD: \_\_\_\_\_

TSS: \_\_\_\_\_

Tank Lids Secured YES

Repairs made: Y/N

Sludge Levels: Tank 1: N/A Tank 2: 4-5 Tank 3: 2

Repairs and Comments:

Broken spray head needs replaced

Inspector: Logan

Date: 1/21

Area: / 0

GPS:

ID = 633

**Aerobic Maintenance Solution LLC**  
**P O Box 311899**  
**New Braunfels, TX 78131**

Phone: (830) 312-8776

Printed: 4/27/2022

AerobicSolutions.net  
**Permit #: 108333**

**To: Brian Spruiell**  
**7883 Fawn Creek Drive**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: SOLAR AIRE -  
 System S/N:  
 Aerator and S/N:

Contract: 10/30/2020 - 10/30/2022

Site: 7883 Fawn Creek Drive, Spring Branch  
 Agency: Comal County Environmental Health  
 County: Comal  
 Subdivision: Deer River

Phone: (210) 849-3115  
 Cell:  
 Work:

Inspections per year: 3  
 Service Due: 5/15/2022  
 Alt Phone:

**SCHEDULED**  
**INSPECTION**

Inspection Type: \_\_\_\_\_ Inspection # 5 of 6 for the contract year  
 BRAND OF SEPTIC SYSTEM \_\_\_\_\_

Item	Operational	Inoperative	N/A
Aerator:	_____	_____	✓
Irrigation pump:	✓	_____	_____
Air compressor:	✓	_____	_____
Disinfection device:	✓	_____	_____
Chlorine supply:	✓	_____	_____
Spray field vegetation:	✓	_____	_____
Sprinkler / Drip backwash:	✓	_____	_____
Photocell Test:	_____	_____	✓
Air Compressor Reading: CFM: _____ PSI: <u>3</u>			

Test Results and observations: (As Required)

Chlorine Residual: 0.5

Test Method: 9/26

BOD: \_\_\_\_\_

TSS: \_\_\_\_\_

Tank Lids Secured Yes

Repairs made: Y / N

Sludge Levels: Tank 1: N/A Tank 2: — Tank 3: 0-1

Repairs and Comments:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Inspector: Logan Date: 5/27

Area: / 0  
 GPS:

ID = 633

7883 Fawn Creek Drive, Spring Branch

**Aerobic Maintenance Solutions LLC**  
**P O Box 311899**  
**New Braunfels, TX 78131**

Phone: (830) 312-8776

Printed: 8/29/2022

sherrie@gatcotreatment.com  
**Permit #: 108333**

**To: Brian Spruiell**  
**7883 Fawn Creek Drive**  
**Spring Branch, TX 78070**

Tech: Not Assigned  
 Brand/Mfg.: SOLAR AIRE -  
 System S/N:  
 Aerator and S/N:

Site: 7883 Fawn Creek Drive, Spring Branch

Contract: 10/30/2020 - 10/30/2022

Agency: Comal County Environmental Health

Inspections per year: 3

County: Comal

Phone: (210) 849-3115

Service Due: 9/15/2022

Subdivision: Deer River

**SCHEDULED  
 INSPECTION**

Cell:  
 Work:

Alt Cell:

Inspection Type: SCHEDULED INSPECTION Inspection # 6 of 6 for the contract year

Item	Operational	Inoperative	N/A
Aerator:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Irrigation pump:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Air compressor:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Disinfection device:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorine supply:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Spray field vegetation:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sprinkler / Drip backwash:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Photocell Test:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Air Compressor Reading: CFM: _____ PSI: <u>3</u>			

Test Results and observations: (As Required)

Chlorine Residual: 2

Test Method: Grab

BOD: \_\_\_\_\_

TSS: \_\_\_\_\_

Tank Lids Secured Yes

Repairs made: Y / N

Sludge Levels: Tank 1: N/A Tank 2: 9" Tank 3: 1"

odor - good  
 Color - good.

Repairs and Comments: Rebuilt and reinstalled 7" chlorinator. Reset timer  
cleaned compressor filter. Please treat fire ants.

Inspector: Wes Nagly Date: 9/19/22 2:45pm

Area: / 0

GPS:

ID = 633

7883 Fawn Creek Drive, Spring Branch

Last Visit: 12/18/2020

**Gatco DBA Aerobic Maintenance Solutions**  
**P O Box 311899**  
**New Braunfels, TX 78131**

Phone: (830) 312-8776

sherrie@gatcotreatment.com office@aerobicsolutions.net

**Permit #: 108333**

**To: Brian Spruiell**  
**7883 Fawn Creek Drive**  
**Spring Branch, TX 78070**

**Contract Period**

Customer ID: 633

**Start Date: 10/29/2022**  
**End Date: 10/29/2023**

Main Phone: (210) 849-3115

Cell Phones:

Alternate Cell:

Email: brian.spruiell@gmail.com

Aerobic Maintenance Solution LLC

Subdivision: Deer River

3 visits per year - one every 4 months

Site: 7883 Fawn Creek Drive, Spring Branch, TX 78070  
County: Comal  
Installer: Mike Batey  
Agency: Comal County Environmental Health  
Mfg/Brand: -SOLAR AIRE-

#### Agreement

1. General: This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Aerobic Maintenance Solutions LLC (hereinafter referred to as Contractor), located at 4222 FM 482 New Braunfels, Texas 78132, (830-312-8776). By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Effective Dates: If this is an Initial Contract, contract will be for two years and begins when the License To Operate (LTO) has been issued. A 30 day written notice is required if there is a cancellation before the year of the agreement is up. The written notice will be sent to the local regulatory Agency and any of the agreement unused funds is non-refundable.

Contractor or Client, if choosing to terminate the contract, must give the other and the local regulatory Agency written notice after Thirty (30) Days prior to the ending of the Contract.

IV. Services by Contractor: Contractor will provide the following services (Referred to as the "Services").

1. In compliance with the Local Regulatory Agency and Manufacture's requirements, inspect and perform routine maintenance and upkeep on all parts within the On-Site Sewage Facility (hereafter referred to as the "OSSF") three times per year. Contractor **does not** provide chlorine. Client is solely responsible for maintaining the chlorine in the chlorinator at all times.
2. Contractor will provide a weather proof tag on the control panel containing company name, phone number and inspection dates.
3. Contractor will do inspections 3 times a year, every 4 months.
4. Contractor will report all findings to the appropriate regulatory and authority and to the Client, as required by both the State's On-Site rules and the local Agency's rules. All findings must be reported to local Agency's within 14 days, email is acceptable.
5. The contractor's inspection will include the following; Effluent Quality (Color, Turbidity, overflow and Odor), Alarm Function Filters, Operation of Effluent Pump and Chlorine Availability in the Chlorinator, (BOD and TSS Annually on Commercial Accounts, Client is responsible for charges for test)
6. Contractor will respond to client calls and complaints, regarding visual or audible alarms, suspicious conditions and or problems that might confront the Client within 48 hours, excluding weekend and holidays. The Contractor will maintain a 24 hour answering service at 830-312-8776. The unscheduled responses may be billed to the client at going rate.

#### V. Clients Responsibilities:

1. Maintain Chlorinator and Proper Chlorine supply, if OSSF is equipped with.
2. Provide all necessary lawn or yard maintenance and remove all obstacles, including dogs and other animals as needed to allow the OSSF to function properly and to allow the Contractor easy and safe access to all parts of the OSSF.
3. Immediately notify the Contractor of any alarms of problems with, including failure of the OSSF.
4. Provide for pumping of tanks, generally every 3 years or as suggested by the Contractor at Clients own expense.
5. Contractor will not be responsible for any warranty work; Client must contact the Installer for Warranty Problems.
6. Not allow the backwash from water treatment of water conditioning equipment to enter the OSSF.
7. Maintain site drainage to prevent adverse effects on OSSF.
8. Promptly and fully pay Contractor's Bills, Fees or invoices as described herein.

VI. Contractor will schedule with client, dates to perform the above described Services of repairs. If Contractor is not able to access the site on the date of appointment, a charge of \$75.00 will be billed if the inspection for repairs is not able to be completed and are required to be scheduled on another date. The contractor requires access to the OSSF electrical and physical components, including tanks, by means of man ways or risers for the purpose of evaluation of system and equipment as required by the manufacturer and /or rules. If such man ways or risers are not in place, excavation together with other labor and materials will be required and be billed to the Client an additional service at a rate of \$50.00 per hour plus materials billed at list process. Excavated soil is to be replaced as best as reasonably possible.

VII. Payments: The fee for this agreement only covers the Services described herein. This fee does not cover equipment or labor supplied for non-warranty repairs or for charges for unscheduled Client, request trips to the Client's site of pumping of the OSSF. Payments not received within 10 days from the date will be subject to a \$30.00 late penalty and or a 1.5% carrying charge, whichever is greater, in addition to reasonable attorney's fees. And all cost of collection incurred by contractor in collection of any unpaid debt. Invoice due when service is completed. Contract fee is \$275.00.

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

Client  
Print Name: Brian Spruill Signature: Brian Spruill Date: 10-29-22

Client Phone number Home 210-849-3115 Work 830-822-4598 Cell 210-415-9134

Email Address brian.spruill@gmail.com

Any Gate or Combo code for Inspections N/A

Contractor Aerobic Maintenance Solutions LLC:

MP Signature: James H. Sichel Date 10/29/2022  
MP NUMBER MP0000996

10/29/2022

Date Printed: 10/29/2022

Gatco DBA Aerobic Maintenance Solutions  
P O Box 311899  
New Braunfels, TX 78131

Printed: 12/30/2022

Phone: (830) 312-8776

sherrie@gatcotreatment.com  
Permit #: 108333

To: Brian Spruiell  
7883 Fawn Creek Drive  
Spring Branch, TX 78070

Tech: Not Assigned  
Brand/Mfg.: SOLAR AIRE -  
System S/N:  
Aerator and S/N:

Contract: 10/29/2022 - 10/29/2023  
Inspections per year: 3  
Service Due: 1/19/2023  
Alt Cell:

Site: 7883 Fawn Creek Drive, Spring Branch

Agency: Comal County Environmental Health

County: Comal

Subdivision: Deer River

Main Phone: (210) 849-3115

Cell: (210) 415-9134

Work: (830) 822-4558

**SCHEDULED  
INSPECTION**

Inspection Type: \_\_\_\_\_ Inspection # 1 of 3 for the contract year

Item	Operational	Inoperative	N/A
Control Panel:	✓	_____	_____
Irrigation pump:	✓	_____	_____
Aerator / Air Compressor:	✓	_____	_____
Disinfection device:	✓	_____	_____
Vegetation field:	✓	_____	_____
Sprinkler / Drip backwash:	✓	_____	_____

Test Results and observations: (As Required)

Air Pressure: CFM / <del>PSI</del>	Spray: ✓ <u>2</u>	Air Pressure: CFM / PSI	Drip: _____
Cleaned Air Filter:	<u>0.1 N</u>	Cleaned Air Filter:	Y / N
Chlorine Residual:	<u>0.03</u>	Water Pressure: N/A	_____
Test Method: <u>Grab</u> / BOD / TSS		System Flushed:	Y / N
Color/Odor: <u>clear / OK</u>		Color/Odor:	_____
		Drip Filter Cleaned:	Y / N

Tank Lids Secured: Y / N Repairs Made: Y / N Pump Filter Cleaned: Y / N Pumping Required: Y / N

Sludge Levels: Tank 2: 11 Tank 3: 2

Repairs and Comments: \_\_\_\_\_

Inspector: [Signature]

Date: 1/18/23

Area: / 0  
GPS:

ID = 633

Printed: 12/30/2022

CALL FIRST

7883 Fawn Creek Drive, Spring Branch, TX  
78070

# Luna Environmental

4222 FM 482

New Braunfels, TX 78132

(830) 312-8776

sherrie@lunaenvironmental.com

Printed:8/1/2023

**Permit: 108333**

Site: 7883 Fawn Creek Drive, Spring Branch, TX 78070

Main Phone: 2108493115

Cell Phone: 2104159134

Work Phone: 8308224558

## Brian Spruiell

7883 Fawn Creek Drive

Spring Branch, TX 78070

Agency: Comal County Environmental Health

County: Comal

Subdivision: Deer River

System Info: MFG: Brand: SOLAR AIRE

Customer ID: 633

Treatment Type: Aerobic

Disposal Type: Surface Application

Insp ID: 30682

### Visit Details

Visit Date: **7/31/2023**

Entered By: Nicole Loria

GPS Lat: 29.94784 GPS Long: -98.38355

Scheduled Date: 5/19/2023

Contract Starts: 10/29/2022

Customer Emailed: 8/1/2023

Entered On: 8/1/2023

Contract Ends: 10/29/2023

### Visit Results

#### Service Type: **Scheduled Inspection**

Count: Inspection 2 of 3

Method: **Grab**

License #

Expires

Technician: Logan Leppo

Provider: Luna Environmental, LLC

Service Completed

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: .1

Sludge Level Tank 1: 15

Sludge Level Tank 2: N/A

Sludge Level Tank 3: 20

Sludge Level Tank 4: 6

Electric Circuits: Operational

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Insp. Port / Plug: Secured

Alarm: Operational

PSI Pressure: 2.0

### Comments

- Scum on pretreatment 5 - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Inspection Port Plug was noted as Secured prior to leaving. - Copy emailed to the customer on 8/1/2023.





# WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer	Residential	Initial Contract
Brian Spruiell	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site Address	Agency	
7883 Fawn Creek Drive, Spring Branch, TX 78070	Comal County	
Email	Phone	Permit Number
brian.spruiell@gmail.com	(210) 849-3115	108333
System Details		
Treatment: Aerobic Surface Application / System: SOLAR AIRE		

## AGREEMENT

### I. General:

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

### II. Dates & Fees:

This agreement provides maintenance from **11/18/2023** to **11/18/2024** for a total fee of **\$295.00**

### III. Services by Contractor:

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

**IV. Client Responsibilities:**

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

**V. Access By Contractor:**

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

**VI. Termination of This Agreement:**

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

**VII. Limitation of Liability:**

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

**VIII. Payment Terms:**

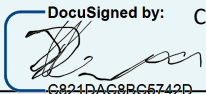
The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from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

**IX. Severability:**

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

**Brian Spruiell**

**Luna Environmental**

DocuSigned by:  


Customer Name

Contractor

C821DAC8BC6742D...

**James Sickles / License # MP0000996**

Customer Signature

Maintenance Provider

Additional Comments / Special Terms