

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date:

08/27/2019

Permit Number:

108487

Location Description:

6820 SPRING BRANCH RD

SPRING BRANCH, TX 78070

Subdivision:

Rivermont

Unit:

1

Lot:

20

Block:

7

Acreage:

Type of System:

Aerobic

Surface Irrigation

Issued to:

Eagle Restoration, LLC

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

ONMENTAL HEALTH INSPECTOR

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

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

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

Licensing Authority

Comal County Environmental Health

OS0032485

ENVIRONMENTAL HEALTH COORDINATOR

1st Inspection Date: 7/	Vices / Doug Now / Babss Finstaller 8:	3rd Inspection Date: 8-27-19 fine
Inspector Name: M.KC	7. Inspector Name:	Inspection Date: 8-27-19 find Inspector Name commo mont / 6820 Sparing Blanch olis 2st hap. 2nd trap. 3nd b
ermit#: 108487	Address: River	mont / 6820 Spring Branch
STE AND SOM COMDITIONS & SETRACK DISTANCES Size and Soli Conditions Consistent with Submitted Planning Materials	285.33(a) 285.30(b)(1)(A)(w) 285.30(b)(1)(A)(w) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii)	7/18/A 7/22/19
SITE AND SOIL CONDITIONS & SEYBACK DISTANCES Setback Clubances Meet Minimum Standards	285.91(10) 285.30(b)(4) 285.31(d)	
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	285.32(a)(1)	
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	285.32(a)(3)	
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100° &/or 90 degree bends)	285.32(a)(5)	
PRETREATMENT Installed (if required) TCEQ Approved List. PRETREATMENT Septic Tank(s) Most Minimum Requirements	285.32(b)(1)(6)285.32(b)(1))(E)(III) 285.32(b)(1)(E)(W) 285.32(b)(1)(F) 285.32(b)(1)(C)(I) 285.32(b)(1)(C)(II) 285.32(b)(1)(C)(II) 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) 285.32(b)(1)(E)(II)(II)	
PRETREATMENT Grease Interceptors if required for commercial	285.34(d)	9 17 19 (6

Tank Set, Leveled Touk good.

No water in touk - Can cover.

Leave tank tank open

-		Annaber	Challens to Marie and Challens	Notes	1st from.	2nd insp.	Brd laugh
	The Court of the C	/	285.33(d)(2)(G)(III)(II)285.3 3(d)(2)(G)(III)(III)285.33(d)(23(G)(4)(2)(G)(III) 285.33(d)(2)(G)(III) 285.33(d)(2)(G)(III) 285.33(d)(2)(G)(III)(II) 285.33(d)(2)(G)(III)(II)		7/13/9	7/22/19	
	APPLICATION AREA Low Angle Nozzies Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler hands? APPLICATION AREA The Landscape Plan is as Designed	1	285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				1
42	APPLICATION AREA Area Installed	V					K
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer			and the second s			
45	PUMP TANK Type/Size of Pump Installed			,			

OSSF Inspection Sheet

1st Inspection Date: 7 /	18/19 2nd Inspection Date: Inspector Name:	3rd Inspection Date: Inspector Name:
Permit#: 108487	Address	is: River mont / 6820 Spring Branch Notes Ist Insp. 2nd Insp. 3rd
Description SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	Anwaer	Notes 1st Insp. 2nd Insp. 3rd I
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	285.91(10) 285.30(b)(4) 285.31(d)	
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	285.32(a)(1)	
SEWER PIPE Slope from the Sewer- to the Tank at least 1/8 Inch Per Foot	285.32(a)(3)	
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	285.32{a}(5)	
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)(ii) 285.32(b)(1)(C)(iii) 285.32(b)(1)(D) 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) 285.32(b)(1)(E)(II)(II)	
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we water in towk
operational
Leave tank tank open

Tank good. Can cover.

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	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and "T" Provided on Inlet and		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)(iii)(ii)				
	Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		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)				
	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)				
)	CERTIC TANK Cdes	-					
	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)				
1	SEPTIC TANK Tank Volume						
2	Installed						
_	PUMP TANK Volume Installed						
3							
	AEROBIC TREATMENT UNIT Size Installed	/		600	7/18/1	7/22/19	
4	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number		r é	Tex-Hine Tout			
3	DISPOSAL SYSTEM Absorptive		285.33(a)(1) 285.33(a)(2) 285.33(a)(2)				
6.			285.33(a)(3)				
*	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
17	DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

to.	The state of the s	Anwser Citations	Notes	1st insp.	2nd insp.	3rd Insp.
	DISPOSAL SYSTEM Orip Irrigation	285.35(c)(3)(A)-(F)				
	DISPOSAL SYSTEM Soil Substitution	285.33(d)(4)				
	DISPOSAL SYSTEM Pumped Effluent	285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
	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)		1		
4	DISPOSAL SYSTEM Other (describe) (Approved Design)	285.33(d)(6) 285.33(c)(4)				
	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC					
6	DRAINFIELD Area installed					
	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation	285.33(b)(1)(A)(v)				
17	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media					
28						1:-
29	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)				
30	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches	285.33(d)(1)(C)(i)				

a. Best fulbo	Anuser	Citations	Motes	1st inap.	2nd insp.	3rd Insp.
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)(B) 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)	- W-1	7/19/19	7/22/19	
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						
AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
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						
PUMP TANK Secondary restraint						
88 system provided PUMP TANK Electrical						
Connections in Approved Junction Boxes / Wiring Buried						

No.	Description	Arwiser	Citations	Notes	1st Insp.	2nd insp.	3rd Insp.
	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	/	285.33(d)(2)(G)(iii)(II)285.3 3(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)(ii) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iii)(I)		7/18/19	T/ZZ/jq	
0	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)				
1	APPLICATION AREA Area Installed						3.
2							1
3	PUMP TANK Meets Minimum Reserve Capacity Requirements						
4	PUMP TANK Material Type & Manufacturer						
15	PUMP TANK Type/Size of Pump Installed			,			

Installer Name: 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	118/1			3rd Inspection Dat	e:		-
Inspector Name: w. ke		Inspector Name:		Inspector Nam			
Permit#: 108487			dress: Rived mos	-		- Brai	wh K
Description	Anwser	Citations	Notes		1st Insp.	2nd Insp.	3rd Insp
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)		7	118/A		
SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)					
SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	/	285.32(a)(1)					
SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	/	285.32(a)(3)					
SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	/	285.32(a)(5)					
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)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 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) 285.32(b)(1)(E)(ii)(II)					
PRETREATMENT Grease							
Interceptors if required for		285.34(d)					

MT-7/18/19

Tank Set, Leveled

No water in towk

operational

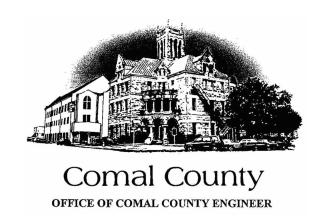
Leave tank tank open

No.	Description	Anwser	Citations	Notes	1ct Incp.	2nd Incp.	2rd Incp.
	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 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)(E)(iii) 285.32(b)(1)(E)(iii)(I) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(ii) 285.32(b)(1)(E)(ii) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(ii) 285.32(b)(1)(E)(ii)				
	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)				
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.3	AEROBIC TREATMENT UNIT Size Installed	/		600	7/18/10		
14	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number			Tex-Hine Tundrae Tout			
	DISPOSAL SYSTEM Absorptive		285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
16	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
17	DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

No.	Description Anwser	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	DISPOSAL SYSTEM Drip Irrigation	285.33(c)(3)(A)-(F)				
19	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)				
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25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC					
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28	DRAINFIELD Pipe and Gravel -					
29	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)				
30	LOW DESCRIPT DISPOSAL			E CAST		TACTURE.
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches	285.33(d)(1)(C)(i)				

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	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	1	285.32(c)(1)		7/18/19		
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No.	Description	Anwser	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)285.3 3(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)		7/18/19		
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_	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: 108487

Issued This Date: 12/20/2018

This permit is hereby given to: Eagle Restoration, LLC

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

6820 SPRING BRANCH RD SPRING BRANCH, TX 78070

Subdivision: Rivermont

Unit: 1

Lot: 20

Block: 7

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
items Date Received Initials

Permit Number

Instructions:

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

OSSF Permit

- X Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- X Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- X 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.

 RECEIVED
- X Required Permit Fee

DEC 1 3 2018

X Copy of Recorded Deed

COUNTY ENGINEER

- X Surface Application/Aerobic Treatment System
 - X Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - X Signed Maintenance Contract with Effective Date as Issuance of License to Operate

N/A Portion of Proposed OSSF Located in the United States Army Corps of Engineers (USACE) Flowage Easement

N/A USACE Consent for proposed OSSF

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

Lage Restoration LC Signature of Applicant

Signal

12/11/2018

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 12 11	2018		Permit #
Owner Name	Eagle Restoration, LLC	Agent Name	Douglas R. Dowlearn, R.S.
Mailing Address	8546 Broadway #203	Agent Address	703 Oak Drive
City, State, Zip	San Antonio, TX 78217	City, State, Zip	Blanco, TX 78606
Phone #	210.889.3085	Phone #	210.240.2101
Email	eaglerestoration.jose@gmail.com	Email	txseptic@gmail.com
All correspond	ondence should be sent to: Owner	Agent 😿 Both	Method: Mail Email
Subdivision Name	Rivermont	Unit 1	Lot 20 Block 7
Acreage/Legal .6			
Street Name/Add	ress 6820 Spring Branch Road		ng Branch Zip 78070
Type of Develops			
Single Fami	ly Residential		
Type of Cons	truction (House, Mobile, RV, Etc.) House		
Number of Be	edrooms 3		RECEIVED
Indicate Sq F	t of Living Area >2500/<3500	4	DEC 1 3 2018
Commercial	or Institutional Facility		
(Planning materi	ials must show adequate land area for doubling to	he required land needed	for treatment units and dispetal area)
Type of Facili	ty		
Offices, Facto	ories, Churches, Schools, Parks, Etc Indica	ate Number Of Occup	pants
Restaurants,	Lounges, Theaters - Indicate Number of Sea	ats	
Hotel, Motel,	Hospital, Nursing Home - Indicate Number of	of Beds	
Travel Trailer	/RV Parks - Indicate Number of Spaces		
Miscellaneou	s		
Estimated Cost	of Construction: \$ 400,000.00 (Str	ructure Only)	
Is any portion of	f the proposed OSSF located in the United S	States Army Corps of	Engineers (USACE) flowage easement?
Yes 🔲 I	No (If yes, owner must provide approval from USAC	E for proposed OSSF impr	rovements within the USACE flowage easement)
Source of Water	☐ Public ☑ Private Well		
Are Water Saving	Devices Being Utilized Within the Residence	e? 😿 Yes 🗌 No	
	ication, I certify that: plication and all additional information submitted	does not contain any fa	lse information and does not conceal any material
site/soil evaluation	n and inspection of private sewage facilities		on the above described property for the purpose of in Administrator has performed the reviews required
by the Comal Cou	inty Flood Damage Prevention Order.		
/	sent to the online posting/public release of my e-	mail address associated	with this permit application, as applicable.
Signature of Ov	eagle Restoration IIC.	13 11 8	1018 Irany

* * * 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 Douglas R. Dowlearn	
System Description Aerobic Treatment with Spray Disposal	
Size of Septic System Required Based on Planning Materials & Soil Evaluation	
Tank Size(s) (Gallons) 600 gpd Absorption/Application Area (Sq Ft) 4688	3 Required
Gallons Per Day (As Per TCEQ Table III) 300	
(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ.)	RECEIVED
s the property located over the Edwards Recharge Zone? Yes No	DEC 1 3 2018
(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	COUNTY ENGINE
(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?	
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A P be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)	ermit to Construct will not
Is the property located over the Edwards Contributing Zone? ☑ Yes ☐ No	
s there an existing TCEQ approval CZP for the property? Yes No	
(If yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)	
If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP?	Yes 🔀 No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Per issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)	mit to Construct will not be
s this property within an incorporated city? Yes No	
If yes, indicate the city:	
By signing this application, I certify that: - The information provided above is true and correct to the best of my knowledge.	
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application	ion, as applicable.

Signature of Designer

12/4/18 Date

Page 2 of 2





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DEC 1 3 2018

THE COUNTY OF COMAL *
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

COUNTY ENGINEER

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, 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 (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the TCEQ 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 owners 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 that the appropriate OSSF was installed.

H

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

UNIT 1

BLOCK 7

LOT 20

SUBDIVISION Rivermont

IF NOT IN SUBDIVISION: ACRES SURVEY

The property is owned by Eagle Restoration, LLC.

This OSSF shall 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 Environmental Health Department.

WITNESS MY HAND ON THIS 4th DAY OF DECEMBER, 2018.

OWNER/AGENT NAME (SIGNATURE)

EAGL RESTORATION LLC
OWNER/AGENT NAME (PRINTED)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 4th DAY OF DECEMBEY , 2018

LEAH MIRANDA
Notary ID #130348015
My Commission Expires
August 26, 2019

Notary Public, State of Texas

Notary's Printed Name: Llan MINANda

Commission Expires: AUG, 24, 2019

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DEC 13 2018

COUNTY ENGINEER

This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/07/2018 10:36:13 AM
JESSICA 2 Page(s)
201806046794

Bobbie Koepp



OSSF MAINTENANCE CONTRACT

TONDRE COMPANY

1101 ALAMO STREET, CASTROVILLE, TEXAS 78009

(210)219-8080 tondreservice@gmail.com

CUSTOMER: Eagle Restora	ation, LLC		
SITE ADDRESS: 6820 Sprin	g Branch Road	COUNTY: Comal	
CITY: Spring Branch	ZIP: 78070	PERMIT #:	108487
MAILING ADDRESS: 8546	6 Broadway #203, San Ar	ntonio, TX 78217	
EMAIL: Eaglerestoration.jose	@gmail.com	PHONE:	
LENGTH OF CONTRACT:	2 YEARS	GATE CODE:	

- General: This Work for Hire Agreement is entered in to by and between "Customer", as stated above and Tondre Company, "Contractor". By this agreement, Tondre Company and its employees agree to render services at the site address stated above and the Customer agrees to fulfill their responsibilities as described herein.
- Effective Dates: For new construction, this agreement commences on the date the
 corresponding regulatory authority/county grants a license to operate. This
 agreement shall be for an initial two (2) year duration. For existing OSSFs, this
 agreement commences upon signature of this document for a duration of one (1)
 year only.

Contractor will provide:

- Inspect and perform routine upkeep on the OSSF as required by the state and/or local regulatory authority for a total of three site visits per site per year.
- Provide an electronic record of visits to the site to both customer and regulatory authority outlining the condition of the system.
- Make any necessary non-warrantied repairs. For any needed incidental repairs to OSSF, Customer hereby authorizes Contractor to perform such repairs and bill the Customer as long as repairs do not exceed \$50. Any repairs in excess of \$50, Contractor shall get approval from Customer before proceeding.
- Visit site in response to Customer's request for unscheduled services within fortyeight (48) hours of the date of notification (weekends and holidays excluded of said
 request). Costs for unscheduled responses will be the Customer's responsibility,
 (\$77.50 for diagnostic site visit.) Parts and labor at additional cost to Customer,
 unless covered by warranty.

Customer Responsibilities:

 Protect OSSF from physical damage including but not limited to damage caused by insects.

- Notify Contractor immediately of any alarms, problems, or failures with the OSSF.
- Provide Contractor with water usage records for evaluation regarding performance of the OSSF as needed.
- Prevent flushing of water conditioning equipment from entering the pretreatment or treatment process of the OSSF.
- Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- Maintain site drainage to prevent water infiltration to tank or electrical components on the OSSF.
- Monitor bleach levels and add liquid bleach as needed.
- 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 normal business hours or other reasonable hours without prior
 notice to Customer to perform the Services and/or repairs described herein.
- 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. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

FOR NEW SEPTIC SYSTEMS, THIS CONTRACT BECOMES EFFECTIVE THE DATE LICENSE TO OPERATE IS ISSUED.

Tondre Company, Jeffery Tondre, Maintenance Provider #0000906

Customer Signature

Douglas R. Dowlearn
D.A.D. Services, Inc.
703 Oak Drive
Blanco, TX 78606
(210)240-2101
txseptic@gmail.com

RECEIVED
DEC 1 3 2018
COUNTY ENGINEER

May 1, 2018

Comal County Engineer's Office 195 David Jonas Drive New Braunfels, TX 78132

RE: 6820 Spring Branch Road Variance Request for OSSF

To Whom It May Concern:

I am requesting a variance for the placement of a spray disposal area 10 feet from the property line, but less than 20 feet from the property line as Comal County regulations require. This variance is requested due to limited space. This setback complies with TCEQ CHAPTER 285 rules Table X. requirements. Equivalent protection will be maintained by including a battery backup to the timer clock to assure sprayers only spray during the predawn hours. In my professional opinion this variance will not pose a threat to the environment or public health.

If there are any questions or concerns, please contact me at 210.240.2101 or by email at txseptic@gmail.com.

Sincerely,

Douglas R. Dowlearn, R.S.

and als

OSSF SOIL EVALUATION REPORT INFORMATION

Date: 5/1/18

Applicant Information: Name: Eagle Restoration, LLC Address: 8546 Broadway #203

City, State & Zip Code: San Antonio, TX 78217

Phone: 210.889.3085 (Gerard Obaya) Email: <u>Gerardscuba@gmail.com</u> Eaglerestoration.jose@gmail.com Address: 703 Oak Drive City, State & Zip: Blanco, TX 78606

Phone: (210)240-2101 Fax: (866)260-768RECEIVED

Email: txseptic@gmail.com

Site Evaluator Information:

Name: Douglas R. Dowlearn

Company: D.A.D. Services, Inc.

DEC 1 3 2018

Property Location:

Lot: 20 Block: 7 Unit: 1 Subdivision: Rivermont Street/Road Address: 6820 Spring Branch Road City: Spring Branch Zip: 78070

City: Spring Branch Zip: 78070
Additional Info: Comal County/.6757 Acres

Installer Information:

Name: COUNTY ENGINEER

Company: Address:

City, State & Zip: Phone: Fax:

Depth	Texture Class	Soil Texture	Structure (For Class III – blocky, platy or massive)	Drainage (Mottles/Water Table	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-12" Clay Loam 12"+ Limestone	Blocky	<30% Gravel	12"+ Limestone	None
Soil Boring #2 60"		Same as above				

DESIGN SPECIFICATIONS

Application Rate (RA): 0.064

OSSF is designed for: 3 BR (>2500 sq. ft. <3500 sq. ft.)

300 Gallons per day required

An aerobic treatment/spray disposal system is to be utilized based on the site evaluation.

4688 sq. ft. disposal area required 500 gallon/day aerobic tank required

Calculations: Absorption Area: Q/RA= 300/0.064= 4688 Sq. Ft.

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Presence of upper water shed: NO

Existing or proposed water well in nearby area: YES

Donald Come 1.5.

Organized sewage service available to lot: NO

Presence of adjacent ponds, streams, water impoundments: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator:

NAME: Douglas R. Dowlearn, R.S.

License No. OS9902 - Exp. 6/30/2020

TDH: #2432 - Exp. 2/28/2019

Signature:

D.A.D SERVICES, INC.

DOUG DOWLEARN 703 OAK DRIVE, BLANCO, TX 78606

Designed for: Eagle Restoration, LLC



The installation site is on Lot 20, Block 7 of the Rivermont 1 Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 3 Bedroom (>2500 sq. ft. but <3500 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is through 3 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying a radius of 27 feet at <40 psi. Two sprinklers will spray 360 degrees of arc and the third sprinkler will spray with 90 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 300 gpd Application rate: 0.064

Application area required: 300/.064 = 4688 ft. sq.

Application area utilized: 4726 sq. ft.

Pump tank reserve capacity: 150 gal minimum



SYSTEM COMPONENTS:

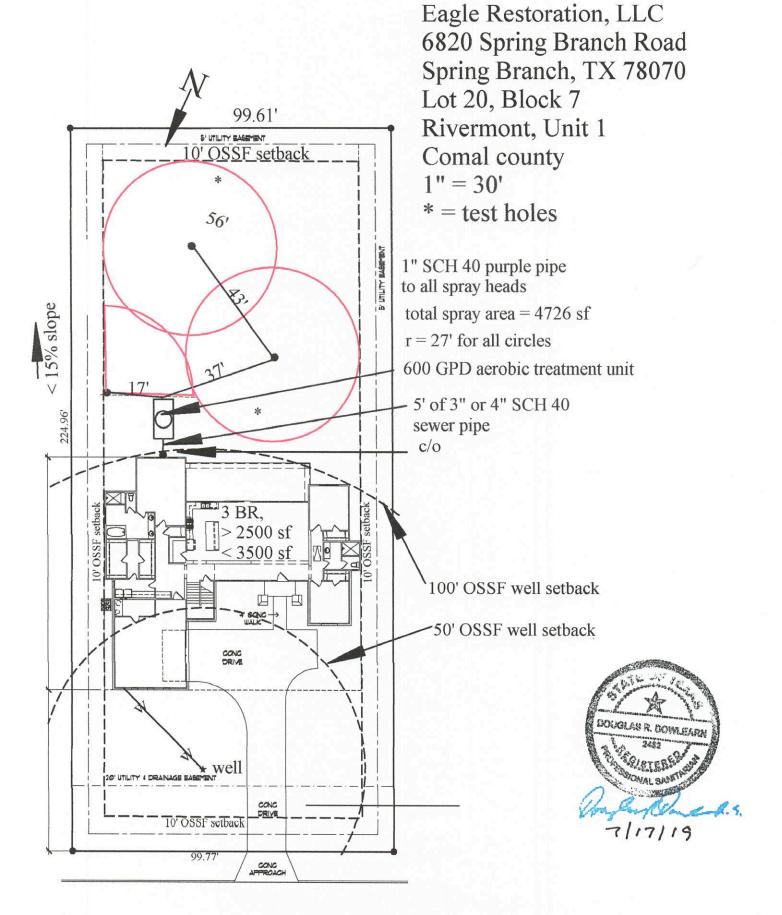
SCH 40 PVC sewer line
1" purple PVC supply line
600 gpd aerobic treatment plant with manual or timed controls
Liquid chlorinator
3 K-Rain Gear Driven Pop-up Sprinkler
Pre-tank and 768 gallon pump tank

LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the spray must be covered with a ground cover such as grass seed or sod prior to the final inspection. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

REVISED

10:51 am, Jul 17, 2019



Assembly Details

OSSF

DEC 1 3 2018
COUNTY ENGINEER



14.49 Gallons per inch

See Note 9.

See Note 10.

See Note 10.

See Note 11.

See Note 11.

See Note 11.

See Note 11.

Diffuser Bar

See Note 8.

GENERAL NOTES:

- 1. Plant structure material to be precast concrete and steel.
- Maximum burial depth is 30" from slab top to grade.
- 3. Weight = 14,900 lbs.
- Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 beedroom, < 4,000 sq/ft living aera). Please specify for additional set-up requirements.
 BOD Loading = 1.62 ibs. per day.
- Standard tablet chlorinator or Optional Liquid chlorinator.
 NSF approved chlorinators (tablet & liquid) available.
- Bio-Robbx B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec)timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
- 20" Ø acess riser w/ fid (Typical 4). Optional extension risers available.
- 8. 20 GPM 1/2 HP, high head effluent pump.
- 9. HIBLOW Air Compressor w/ concrete housing.
- 10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
- 1º Sch. 40 PVC pipe to distribution system provided by contractor.
- 12. 4" min. compacted sand or gravel pad by Contractor

42" - 53" - 160 Gallon Reserve

21" - 42" - 304 Gallon Working Level

18" - 21" - 43 Gallon On/Off Tether

0-18" - 261 Gallon Sump

DIMENSIONS:

Outside Height: 67"
Outside Width: 63"
Outside Length: 164"

MINIMUM EXCAVATION DIMENSIONS:

Width: 76" Length: 176"

See Note 12.

NuWater B-550 (600 GPD)
Aerobic Treatment Plant (Assembled)

Model: B-550-PC-400PT

March, 2012 - Rev 1 By: A.S.

Scale:

* All Dissensions subject to allowable specification telerances.

Dwg. #: ADV-B550-3



Advantage Wastawater Solutions IIc. 444 A Old Hwy No 9 Comfort, TX 78013 830-995-3189 fax 830-995-4051



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DEC 1 3 2018

Regulatory Authority

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 Eagle Restoration, LLC
COUNTY ENGIGER
Site Address 6820 Spring Branch Road
City Spring Branch
City Spring Branch
Mailing Address 8546 Broadway #203 San Antonio, TX 78217
County Comal Map #
Phone 210.889.3085
Email eaglerestoration jose@gmail.com

MONITORING AGREEMENT

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Eagle Restoration, 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.

Issue date of License to Operate

This Agreement commences on

This Agreement on the commencement (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 to perform in accordance with the terms of this Agreement, without 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 clse required as per the manufacturer.

 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



V. Disinfection:

Not required; X required. The responsibility to maintain the disinfection device(s) and provide any necessary 18 2018 chemicals is that of the Customer.

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 vard 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

f. Allow for samples at both the inl F to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these laboratory for testing, with the exception of the service provided under Section IV (d) abo 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, trom 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 "Indenmitees") 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.

85

Customer's Initials

VOID

DEC 1 3 2018

THIS INDEMNITIFCATION APPLIES EVEN IF SUCH LIABILITY OF ANY INDEMNITEE. COUNTY ENCORER COUNTY ENCORER

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.

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 to the invoice date. The Contractor shall mall all invoices on the invoice date will be subject to a \$29.00 late pendatorney's fees, and all collection and court costs incurred 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.

Block Creek Aerobic Services, LLC,

woo 3. industricts

Contractor

MC# 0000042 and MC#0000002

Customer Signature

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DEC 1 3 2018

COUNTY ENGINEER

The installation site is on Lot 20, Block 7 of the Rivermont 1 Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 3 Bedroom (>2500 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is through 3 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying a radius of 27 feet at <40 psi. Two sprinklers will spray 360 degrees of arc. An audio and visitoring both high water and aerator failure will be placed in a oticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 300 gpd Application rate: 0.064

Application area required: 300/.064 = 4688 ft. sq.

Application area utilized: 4766 sq. ft.

Pump tank reserve capacity: 150 gal minimum



SYSTEM COMPONENTS:

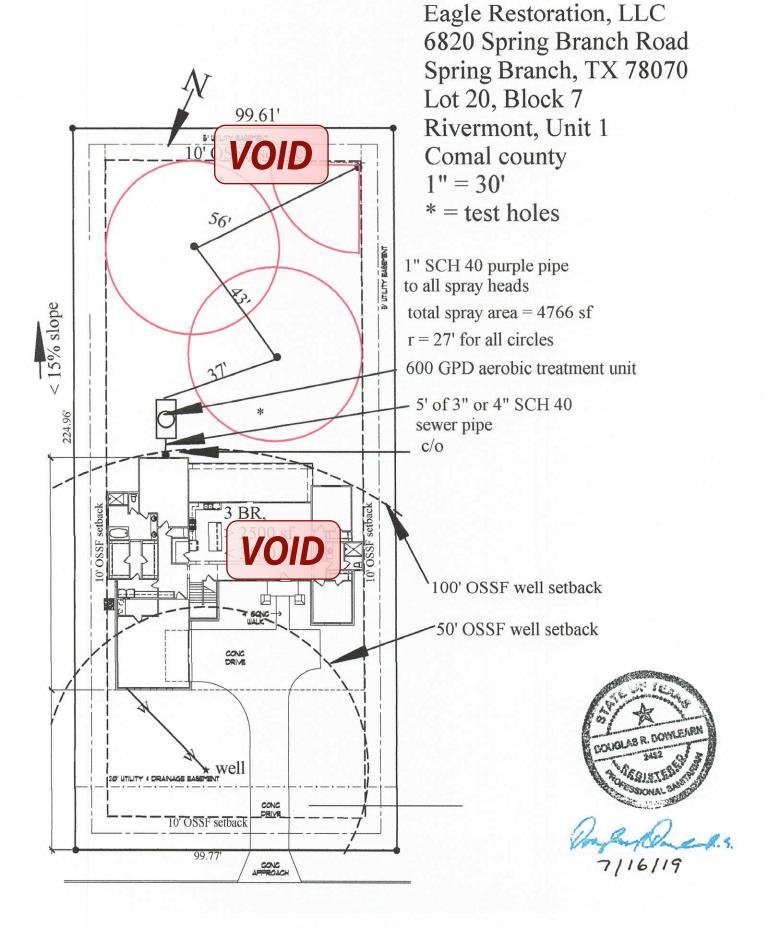
SCH 40 PVC sewer line
1" purple PVC supply line
600 gpd aerobic treatment plant with manual or timed controls
Liquid chlorinator
3 K-Rain Gear Driven Pop-up Sprinkler
Pre-tank and 768 gallon pump tank

LANDSCAPING:

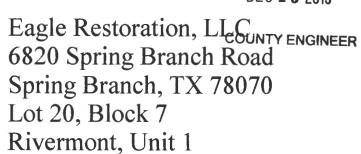
The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the spray must be covered with a ground cover such as grass seed or sod prior to the final inspection. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

REVISED

4:25 pm, Jul 16, 2019



DEC 1 3 2018



1" = 30'

* = test holes

Comal county

1" SCH 40 purple pipe to all spray heads total spray area = 4766 sf r = 27' for all circles

600 GPD aerobic treatment unit

5' of 3" or 4" SCH 40 sewer pipe

VOID

100' OSSF well setback

50' OSSF well setback

99.77'

CONC

PRINTED

10' OSSF setback

VOID

99.61'

8' UTILITY BASEMENT 10' OSSF setback

5/1/18

Alamo Title GF# 4000031800075 AT: \$30

Recorded by: Alamo Title Company

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.

GENERAL WARRANTY DEED

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DEC 13 2018

Date: March 20, 2018, to be effective March 20, 2018

Grantor:

ELODIA M. MORENO and husband, RUDY O. MORENO

COUNTY ENGINEER

Grantor's Mailing Address: 107 Westwood, Sun Antonio, TX. 78212

Grantee:

EAGLE RESTORATION, LLC, a Texas limited liability company

Grantee's Mailing Address, and after Recording, Return to: 8546 Broadway#203,
San Antonio, 72. 78217

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot 20, Block 7, RIVERMONT, UNIT 1, situated in Comal County, Texas, according to plat thereof recorded in Volume 5, Pages 4-6, of the Map and Plat Records of Comal County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

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

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that such Contract provides for limitations or other agreed matters that will survive the closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

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

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DEC 1 3 2018

FLODIA M. MORENO

COUNTY ENGINEER

RUDY O. MORENO

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on March 20, 2018 by ELODIA M. MORENO and husband, RUDY O. MORENO.

AMY TURCOTTE
Notary Public
STATE OF TEXAS
My Comm. Exp. 12/14/2020
ID# 12540319-7

)

lotary Public State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
03/21/2018 03:32:40 PM
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