



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 05/10/2023 Permit Number: 115778

Location Description: 1421 CIRCLE ACRES
BULVERDE, TX 78163

Subdivision: OAK CLIFF ACRES
Unit: 2
Lot: 99
Block: 0
Acreage: 3.2900

Type of System: Aerobic
Surface Irrigation

Issued to: WILLIAM B. & ANGELA M. BEASLEY

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 facility has not been remodeled and is functioning properly.

Licensing Authority

Comal County Environmental Health

OS0036769

ENVIRONMENTAL HEALTH INSPECTOR

Assistant
OS0034792

ENVIRONMENTAL HEALTH COORDINATOR

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

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

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (II)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1) (D)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (i)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed						
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**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		285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 115778
Issued This Date: 03/06/2023
This permit is hereby given to: WILLIAM B. & ANGELA M. BEASLEY

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

1421 CIRCLE ACRES
BULVERDE, TX 78163

Subdivision: OAK CLIFF ACRES
Unit: 2
Lot: 99
Block: 0
Acreage: 3.2900

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

--	--

Date Received

Initials

115778

Permit Number

Instructions:

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

OSSF Permit

- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- Required Permit Fee - See Attached Fee Schedule
- Copy of Recorded Deed
- Surface Application/Aerobic Treatment System
 - Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - Signed Maintenance Contract with Effective Date as Issuance of License to Operate

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

Signature of Applicant

02/01/2023

Date

___ COMPLETE APPLICATION
Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION ___ (Missing Items Circled, Application Refeused)

RECEIVED

By Kathy Griffin at 10:22 am, Feb 02, 2023



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date January 17, 2023

Permit Number 115778

1. APPLICANT / AGENT INFORMATION

Owner Name WILLIAM B. & ANGELA M. BEASLEY
Mailing Address 1421 CIRCLE ACRES
City, State, Zip BULVERDE TEXAS 78163
Phone # 210-913-5451
Email angela510@outlook.com

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

2. LOCATION

Subdivision Name OAK CLIFF ACRES Unit 2 Lot 99 Block

Survey Name / Abstract Number Acreage

Address 1421 CIRCLE ACRES City BULVERDE State TX Zip 78163

3. TYPE OF DEVELOPMENT

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) EXISTING HOUSE + DETACHED LIVING

Number of Bedrooms 3+1

Indicate Sq Ft of Living Area 2278+350

Non-Single Family Residential

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants

Restaurants, Lounges, Theaters - Indicate Number of Seats

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: \$ 100,000 (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 Rainwater Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

William B. Beasley
Signature of Owner

Angela M. Beasley
Signature of Owner

1/24/23
Date

#115718

* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH * * *

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

REVISED
11:16 am, Apr 28, 2023

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) CLEARSTREAM 600 NC3T Absorption/Application Area (Sq Ft) 4825

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)

Is the property located over the Edwards Recharge Zone? Yes No

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

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

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

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

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

Is the property located over the Edwards Contributing Zone? Yes No

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

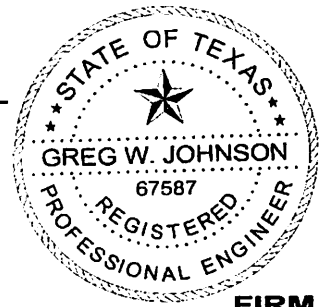
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

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

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

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

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

[Signature]
Signature of Designer

January 20, 2023
Date

AFFIDAVIT

**THE COUNTY OF COMAL
STATE OF TEXAS**

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

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

2 UNIT/PHASE/SECTION _____ BLOCK 99 LOT _____ OAK CLIFF ACRES _____ SUBDIVISION _____

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY _____

The property is owned by (insert owner's full name): WILLIAM B. & ANGELA M. BEASLEY

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.

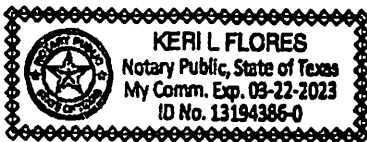
Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 24 DAY OF January, 20 23
William B Beasley Angela M Beasley
Owner(s) signature(s) Owner(s) Printed name (s)

William and Angela Beasley SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 24 DAY OF January, 20 23

Keri L Flores
Notary Public Signature

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/30/2023 08:08:04 AM
LOUISA 1 Pages(s)
202306002959



Bobbie Koepp

**RECEIVED**

By helmks at 11:27 am, Jan 04, 2024

On-Site Sewage Facility (OSSF) Service Agreement

- I. **General:** This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Theodore Hoyer (hereinafter referred to as "Client") and SOTX Septic Services (hereinafter to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein, and the Client agrees to fulfill his/her/their responsibilities under this agreement as described herein.
- II. **Effective Dates:** This agreement commences on receipt of full payment and runs for two (2) years. Agreement's... Starting Date: (Date License to Operate is Issued) Ending Date: (2yrs. From Date of LTO)
- III. **Services by Contractor:** Contractor will provide the following services (hereinafter referred to as the "Services"):
1. In compliance with Agency (TCEQ and/or County) and manufacturer's requirements, inspect and perform routine maintenance on the On-Site Sewage Facility (hereinafter referred to as the "OSSF") three (3) times per year (approximately once every four (4) months).
 2. Report to the appropriate regulatory authority and to the Client, as is required by both the State's on-site rules and the local Agency's rules, if more stringent. All findings must be reported to the local Agency within 14 days.
 3. If any components of the OSSF are found to need repair during the inspection, the Contractor will notify the Client of the repairs needed.
 4. Visit in response to Client's request(s) for unscheduled service(s) within two business days from the date of Contractor's receipt of Client's request. All unscheduled responses are in addition to the fee covered by this Agreement and will be billed to the Client.
 5. Provide notification of arrival to site to the homeowner or to site personnel. Additionally, written notification of the visit will be left at the site or with site personnel upon completion or inspection, as well as, forwarded to agency within 14 days.
- IV. **Site Location:** The Services are to be performed at the property located at:
- 1421 Circle Acres, Bulverde, TX 78163
- V. **Payment(s):** The fee for this Agreement only covers the Services describes herein. This fee does not cover equipment, parts or labor supplied for the repairs or charges for unscheduled Client-request trips to the site. Payments for such additional services are due when service is provided or rendered. Payments not received within 30 days from due date will be subjected to a \$20.00 late penalty and / or a 1.5% carrying charge, whichever is greater, in addition the reasonable attorney's fees and all costs of collection incurred by Contractor in collection of any unpaid debt(s). By signing this contract, the Client is authorizing 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 remove of said parts.

Initials

Customer: TR

Contractor: CDH

Client's Responsibilities: The Client is responsible for each and all the following:

1. Maintain chlorinator and provide proper chlorine supply, if OSSF is equipped with same.
 2. Provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor easy access to all parts of the OSSF.
 3. Maintain a current license to operate and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities (OSSF's) from the State and local regulatory agency, as well as manufacturer's recommendations.
 4. Immediately notify the Contractor and Agency of all problems with, including the failure of the OSSF.
 5. Upon receiving a written notification of services needed from the Contractor, it becomes the Client's responsibility to contact the Contractor to authorize the service. If the Client chooses to use a different contractor to perform the service, the Client's responsible for ensuring the contractor holds the proper license (installer II) and is certified by the manufacturer. Also, the Client is responsible for ensuring proper notification is given to the Agency, as required by the State and local Agency rules.
 6. Provide the Contractor with water usage records, upon request, for evaluation by the Contractor of the OSSF performance.
 7. Clients residing in Harris County should allow for samples at both the inlet and outlet to the OSSF to be obtained by the Contractor for the purpose of evaluating the OSSF's performance when requested by the Client. If these samples are sent to the lab for testing, the Client will directly pay the lab for the cost of the testing plus pay the Contractor for all man-hours expended in providing this additional service at the rate of \$75.00 per hour measured from office to site, site to lab, and lab to office, otherwise known as portal to portal.
 8. Not allow the backwash from water treatment or water conditioning equipment to enter the OSSF.
 9. Provide for pumping of tanks, when needed, at Clients expense.
 10. Maintain site drainage to prevent adverse effects on OSSF.
 11. Promptly and fully pay Contactor's bills, fees, or invoices as described herein.
- VI. Access by Contractor:** Contractor, or personnel authorized by the Contractor, may enter the property at reasonable times without prior notice for the purpose of performing the above-described Services. Contractor will require access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by manufacturer, and/ or rules. If such manways or risers are not in place, excavation together with other labor and materials will be required and will be billed to Client as additional service at the rate of \$75.00 per hour, plus materials billed at list price. Excavated soil is to be replaced as best as reasonably possible.
- VII. Application or Transfer of Payments:** The fees paid for this agreement may transfer to subsequent owner(s); however, this agreement will not transfer. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above-described Services and accepting Client's responsibilities. This replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to early termination of the agreement by Contractor.
- VIII. Termination of Agreement:** This Agreement may be terminated by either party within 30 days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, Contractor shall be paid at the rate of \$75.00 per hour for any work performed, but not yet paid. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.
- IX. Limits 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. In no event the Contractor's liability for direct damages exceed the price for the Services described in this Agreement.
- X. Severability:** If any provision in the Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If court finds that any provision of this

Initials

Customer: TR

Contractor: CDH

Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be written, construed, and enforced as so limited.

- XI. **Performance of Agreement:** Commencement of performance by Contractor under this agreement is contingent on the following conditions (1) Contractor receiving a fully execute original copy of this agreement. (2) Contractor receiving payment in full for the fee as described in Section V. If the above conditions are not met, then Contractor is not obligated to perform any portion of this agreement.
- XII. **Entire Agreement:** This agreement contains the entire agreement parties, and there are no other promises or conditions in any other agreement, oral or written.

RECEIVED
By helmks at 11:27 am, Jan 04, 2024

Client... (And/or authorized agent)

Printed Name: Theodore Royer Signature: *TRoy* Date: 10/9/2023

Printed Name: _____ Signature: _____ Date: _____

Physical Address: 1421 Circle Acres, Bulverde, TX Zip: 78163

Mailing Address: _____ Zip: _____

Phone # _____ Cell# 512-658-9915 County: _____

Email: _____ Gate Code: _____

=====Contractor=====Contractor=====

SOTX Septic Services
15656 Cranes Mill Rd.
Canyon Lake, TX 78133
830-481-3249
sotxservices@gmail.com

Clarence D. Hinds Jr *Clarence D Hinds Jr.*
Lic #: OSSF Installer II #: OS0030965
Maintenance Provider #: MP0002439

Installer Name: *Brad Parker*
Phone #: *830-357-6116*
Email: _____
Lic #: *OS0035249*

Manufacturer: *Aerobic Surface Irrigation*
GPD: 600 800 1000 Other: _____
Disposal: Spray Drip Other: _____

Initials

Customer: TR

Contractor: *CDH*

CERTIFICATION OF SINGLE FAMILY DWELLING

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

I

WILLIAM B. & ANGELA M.

Before me this day appeared BEASLEY, being the owners of the referenced property at 1421 CIRCLE ACRES. They further state that the Residence and any additional living space on this property will be occupied only by a single family.

An OSSF requiring a Certification of Single Family Dwelling, will be installed on the property described as:

2 UNIT BLOCK 99 LOT OAK CLIFF ACRES SUBDIVISION

IF NOT IN SUBDIVISION: ACREAGE SURVEY

The property is owned by WILLIAM B. BEASLEY & ANGELA M. BEASLEY

WITNESS MY HAND ON THIS 2nd OF DAY OF March, 20 23.

William B. Beasley
OWNER (SIGNATURE)

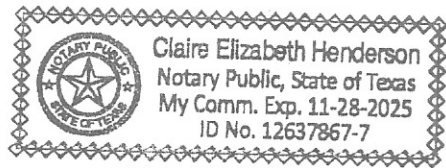
Angela M. Beasley
OWNER (SIGNATURE)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 2 DAY OF March, 20 23 BY

WILLIAM B. BEASLEY
OWNER NAME (PRINTED)

ANGELA M. BEASLEY
OWNER NAME (PRINTED)

Claire Elizabeth Henderson
Notary Public Signature



(Notary Seal)

**ON-SITE SEWERAGE FACILITY
SOIL EVALUATION REPORT INFORMATION**

Date Soil Survey Performed: January 19, 2023

Site Location: OAK CLIFF ACRES, UNIT 2, LOT 99

Proposed Excavation Depth: N/A

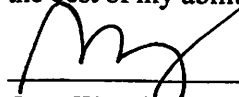
Requirements:

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

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 6"	BROWN
1						
2						
3						
4						
5						

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

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



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

01/19/2023

 Date

OSSF SOIL EVALUATION REPORT INFORMATION

REVISED

11:16 am, Apr 28, 2023

Date: January 20, 2023

Applicant Information:

Name: WILLIAM B. & ANGELA M. BEASLEY
 Address: 1421 CIRCLE ACRES
 City: BULVERDE State: TEXAS
 Zip Code: 78163 Phone: (210) 913-5451

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 99 Unit 2 Blk ___ Subd. OAK CLIFF ACRES
 Street Address: 1421 CIRCLE ACRES
 City: BULVERDE Zip Code: 78163
 Additional Info.: _____

Installer Information:

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

Topography: Slope within proposed disposal area: 8 to 10 %

Presence of 100 yr. Flood Zone: YES ___ NO X
 Existing or proposed water well in nearby area: YES X NO ___ >100' (EXISTING)
 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

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+1 Total sq. ft. living area 2278+350

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

Q = (3+1 +1)*75-(20%)= 300

NOTE: 3 BDRM RES. + 1 BDRM DETACHED LIVING = 300 GPD

Trash Tank Size 400 Gal.

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

Req'd Application Area = Q/Ri = 300 / 0.064 = 4688 sq. ft.

Application Area Utilized = 4825 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 = 700 Gal. 12.3 Gal/inch.

Reserve Requirement = 100 Gal. 1/3 day flow.

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

With Chlorinator NSF/TCEQ APPROVED

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


Two way cleanout

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

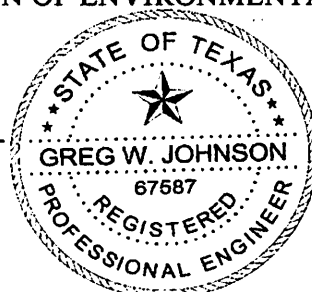
1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.
 EXPOSED ROCK WILL BE COVERED WITH SOIL OR MULCH.

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


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

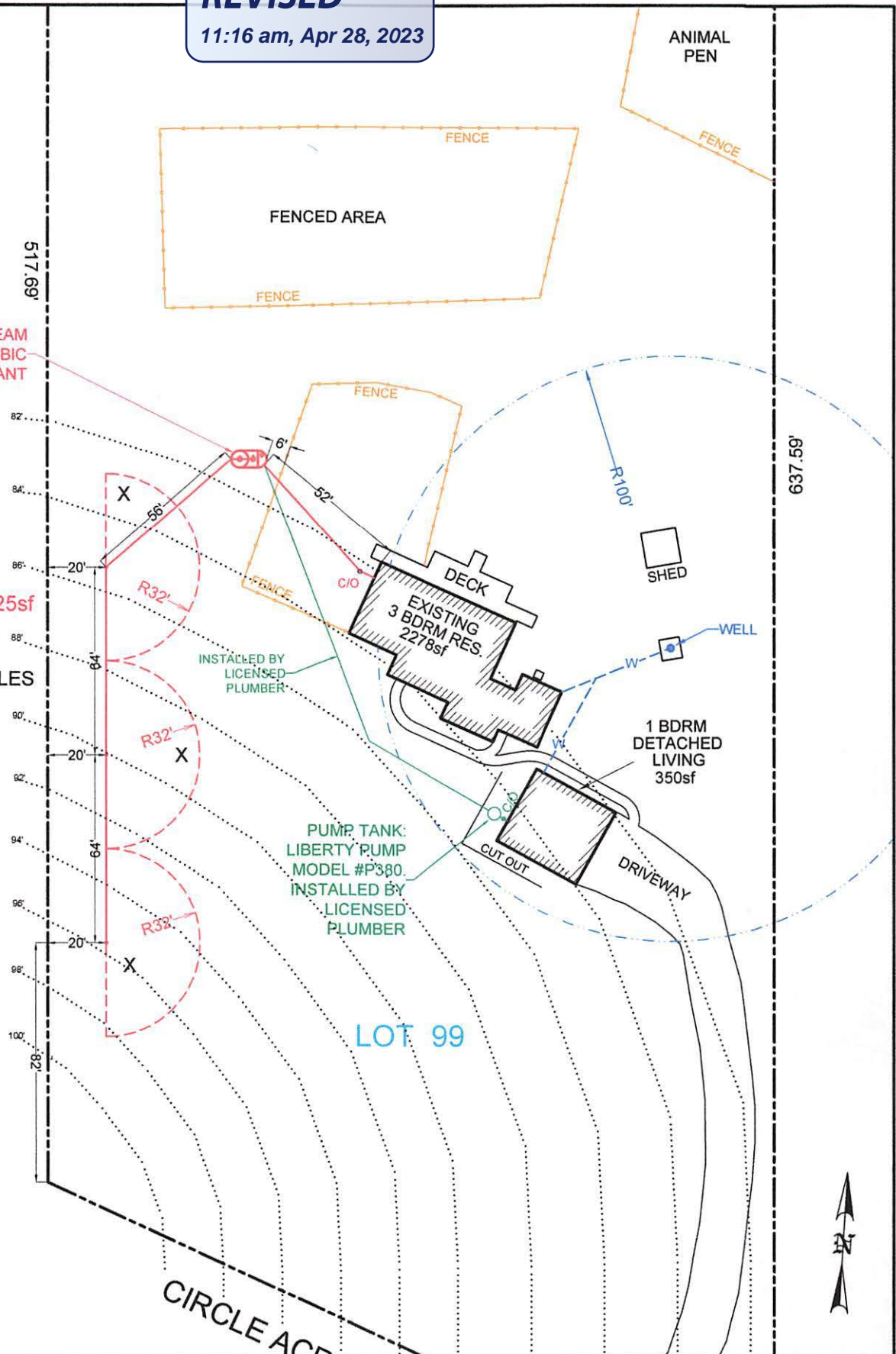
01/20/2023
 DATE



FIRM #2585

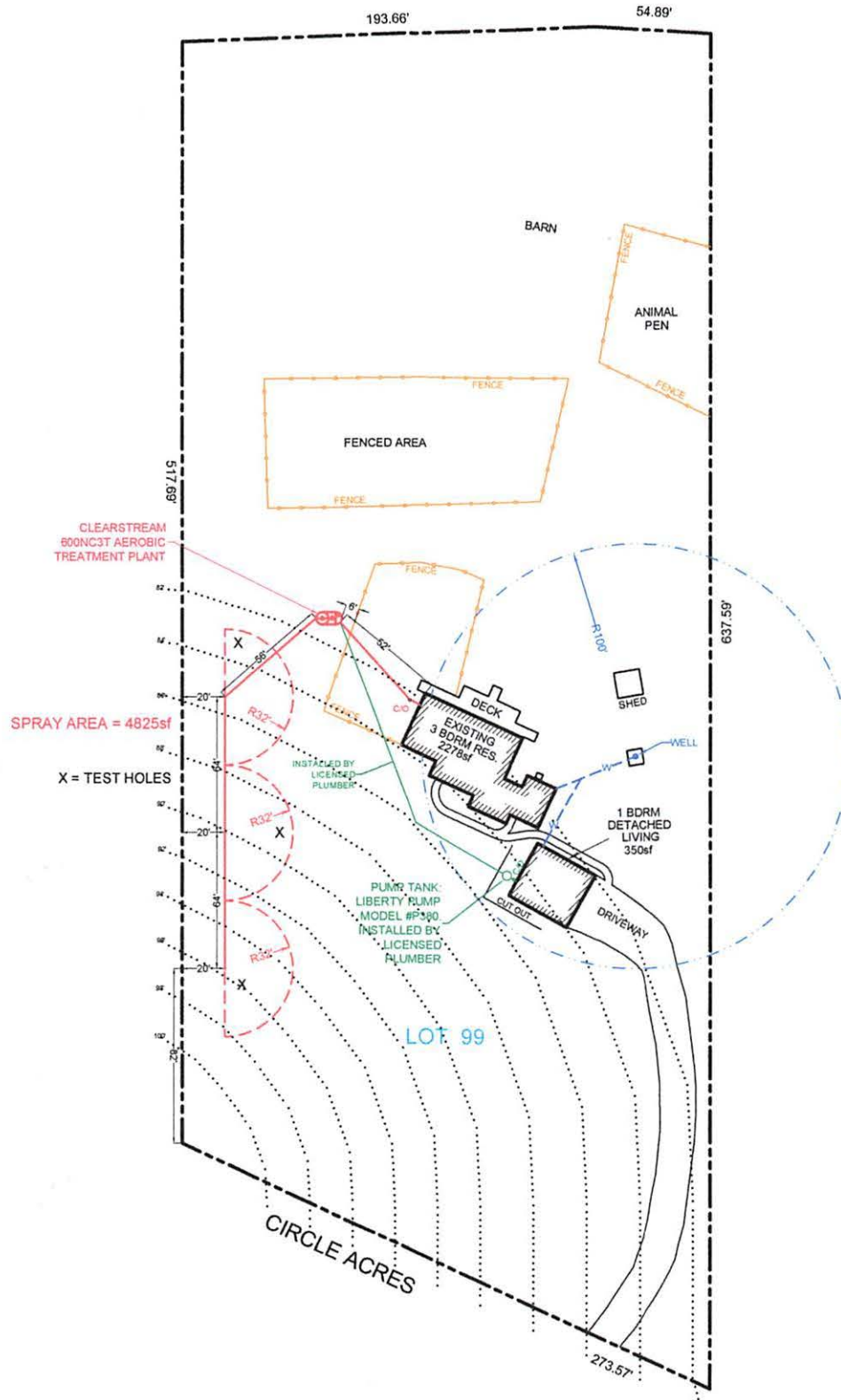
REVISED
11:16 am, Apr 28, 2023

NOTE:
EXISTING SEPTIC TANK TO BE PUMPED, CRUSHED AND BACK FILLED.
EXISTING SEPTIC SYSTEM TO BE ABANDONED



OWNER: WILLIAM B. & ANGELA M. BEASLEY		DRAWN BY: EJS III	
STREET ADDRESS: 1421 CIRCLE ACRES			
LEGAL DESC: OAK CLIFF ACRES	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 99
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 1/20/2023	REVISED: 4/25/2023

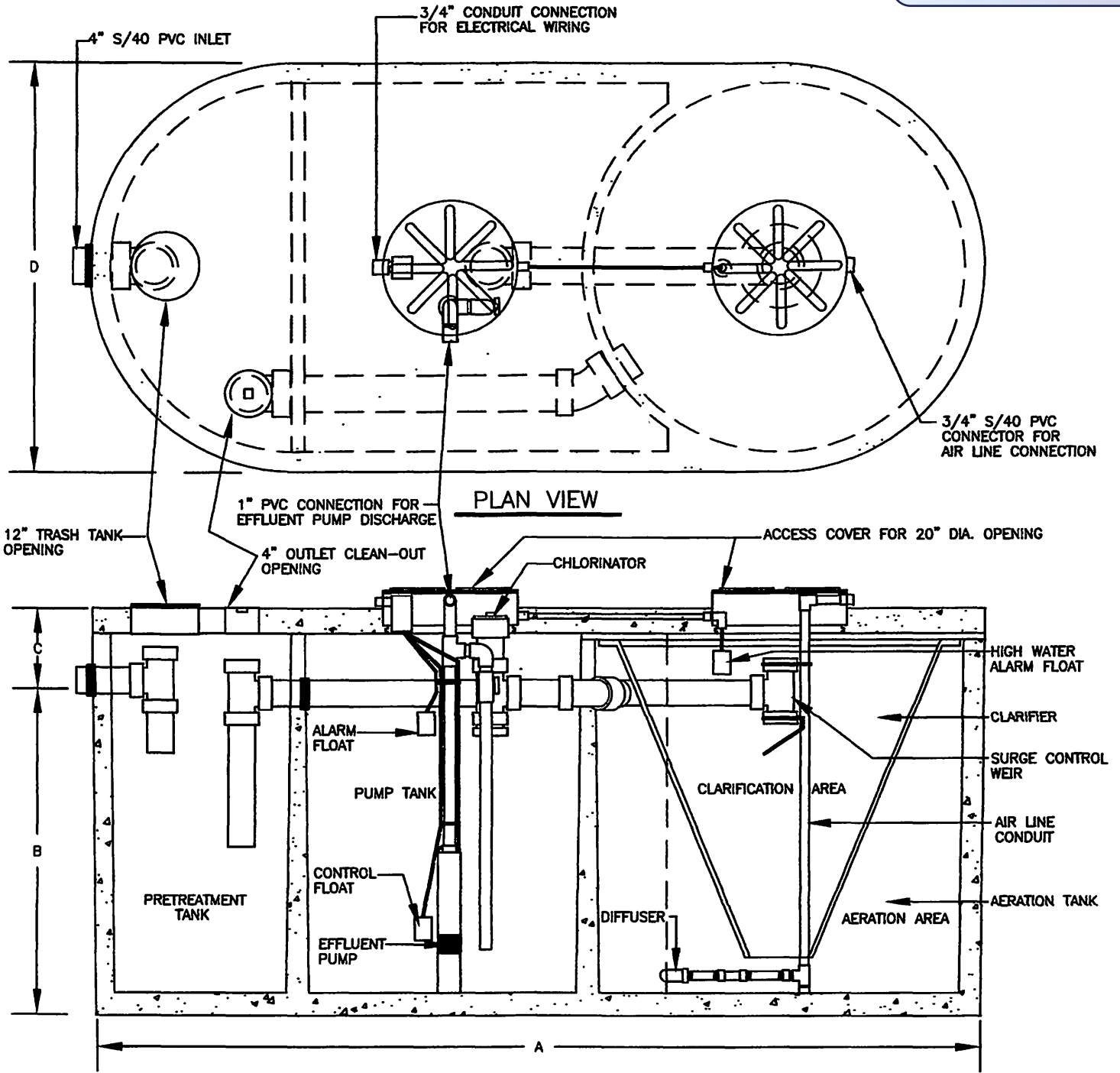
NOTE:
EXISTING SEPTIC
TANK TO BE
PUMPED, CRUSHED
AND BACK FILLED.
EXISTING SEPTIC
SYSTEM TO BE
ABANDONED



OWNER: WILLIAM B. & ANGELA M. BEASLEY		DRAWN BY: EJS III	
STREET ADDRESS: 1421 CIRCLE ACRES			
LEGAL DESC: OAK CLIFF ACRES	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 99
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=80'	DATE: 1/20/2023	REVISED: 4/25/2023



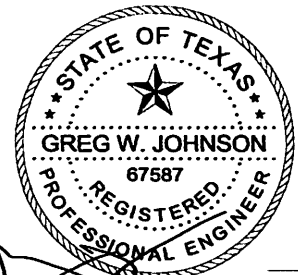
DESIGN DRAWINGS



**MODEL NC3
SECTION**

DIMENSIONAL DATA

MODEL	A	B	C	D
500NC3-500	12'-2"	60"	10"	75"
500NC3-750	13'-5"	60"	10"	75"
600NC3	12'-7"	60"	10"	82"



100
 4/26/2023
 F-2585

TANK NOTES:

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

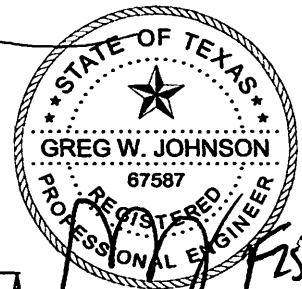
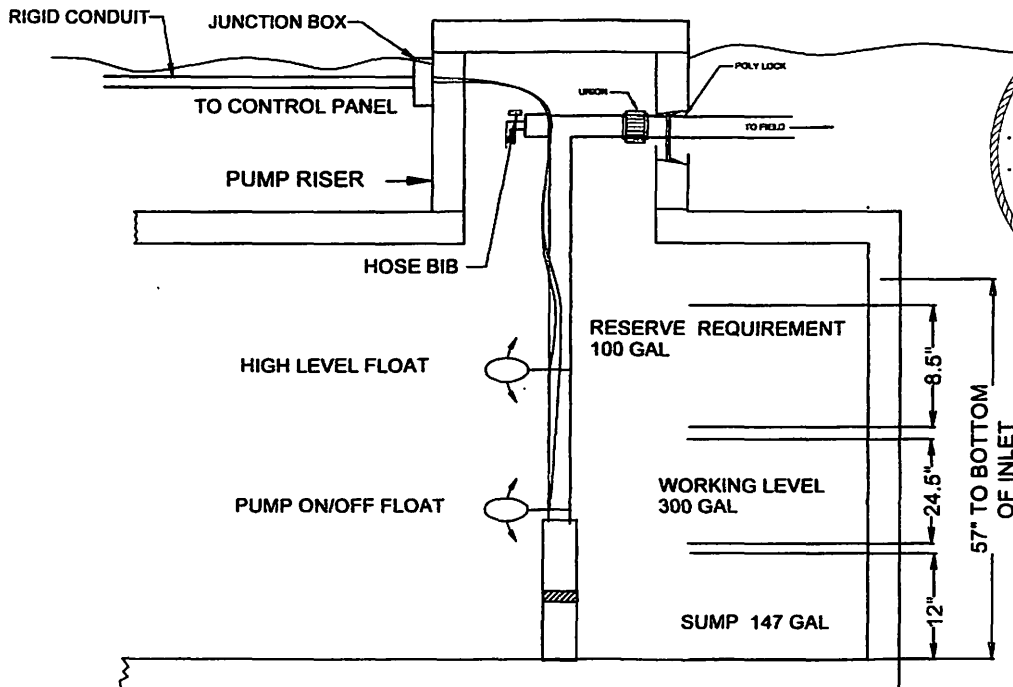
Tightlines to the tank shall be SCH-40 PVC.

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

Tanks must be left uncovered and full of water for inspection by the permitting authority.

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



Handwritten signature and date:
F2585
04/26/23

**TYPICAL PUMP TANK CONFIGURATION
CLEARSTREAM 600NC3T W/ 700 GAL PUMP TANK**

Olvera,Brandon

From: Olvera,Brandon
Sent: Monday, February 27, 2023 9:08 AM
To: 'Greg Johnson'
Subject: RE: 115778

Good Morning,



Are these both going to be used by a single family? There is no Single-Family affidavit in the permit submittal.

Thank You,

Brandon Olvera | Designated Representative | Comal County | www.cceo.org

195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

From: Greg Johnson <gregjohnsonpe@yahoo.com>
Sent: Thursday, February 16, 2023 4:34 PM
To: Olvera,Brandon <Olverb@co.comal.tx.us>
Subject: Re: 115778

This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

OUR DESIGN SHOWS AN EXISTING 3 BDRM RES @ 2278sf AND A 1 BDRM DETACHED LIVING @ 350sf WHICH COMES TO TOTAL OF 2628sf A 4 BDRM RES @ 300 GPD. DO YOU HAVE THE CORRECT DESIGN? THANKS.

Send for Greg W. Johnson, P.E., R.S.)

170 Hollow Oak

New Braunfels, TX 78132

Office/Fax (830) 905-2778

Email: gregjohnsonpe@yahoo.com

On Thursday, February 16, 2023 at 03:50:47 PM CST, Olvera,Brandon <olverb@co.comal.tx.us> wrote:


Olvera,Brandon

From: Olvera,Brandon
Sent: Thursday, February 16, 2023 3:50 PM
To: Greg Johnson; 'angela510@outlook.com'
Subject: 115778

RE: 1421 Circle Acres
Oak Cliff Acres 2
Lot 99

Property Owner & Agent,

We received planning materials for the referenced permit application on 02-02-2023 and found those planning materials to be deficient. In order to continue processing this permit, we need the following:

-  A 3 Bedroom <2500sq. ft has a GPD of 240 and 1 Bedroom <1500sq. ft has a GPD of 180 with a combined total of 420 GPD
2. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

Thank You,

Brandon Olvera | Designated Representative | Comal County | www.cceo.org

195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

*** 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) 4825

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)

Is the property located over the Edwards Recharge Zone? Yes No

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

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

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

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

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

Is the property located over the Edwards Contributing Zone? Yes No

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

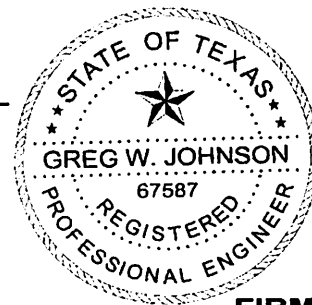
(If yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

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

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

Is this property within an incorporated city? Yes No

If yes, indicate the city:



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer

Date January 20, 2023

OSSF SOIL EVALUATION REPORT INFORMATION

Date: January 20, 2023

Applicant Information:

Name: WILLIAM B. & ANGELA M. BEASLEY
Address: 1421 CIRCLE ACRES
City: BULVERDE State: TEXAS
Zip Code: 78163 Phone: (210) 913-5451

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: 99 Unit 2 Blk ___ Subd. OAK CLIFF ACRES
Street Address: 1421 CIRCLE ACRES
City: BULVERDE Zip Code: 78163
Additional Info.: _____

Installer Information:

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

VOID

Topography: Slope within project disposal area _____ %
Presence of 100 year flood Zone: _____
Existing or proposed water well nearby _____
Presence of adjacent roads, streets, water foundations _____
Presence of upper watershed _____
Organized sewage service available to lot _____
Design Calculation for Symbiotic Treatment with Sarrig _____

ES _____ X
ES _____ X (EXISTING)
ES _____ X
ES _____ X
ES _____ X

Commercial

Q = _____ GPD

Residential Water conserving fixtures to be utilized? Yes X No _____

Number of Bedrooms the septic system is sized for: 3+1 Total sq. ft. living area 2278+350

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

Q = (3+1 +1)*75-(20%) = 300

Trash Tank Size 353 Gal.

LIVING = 300 GPD

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

Req'd Application Area = Q/Ri = 300 / 0.064 = 4688 sq. ft.

Application Area Utilized = 4825 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 = 100 Gal. 1/3 day flow.

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

With Chlorinator NSF/TCEQ APPROVED

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

Two way cleanout

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

1" Sch-40 PVC discharge manifold

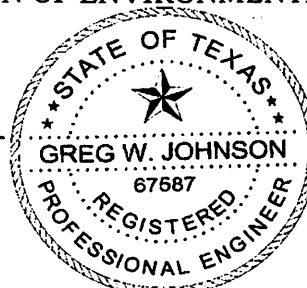
APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

EXPOSED ROCK WILL BE COVERED WITH SOIL OR MULCH.

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

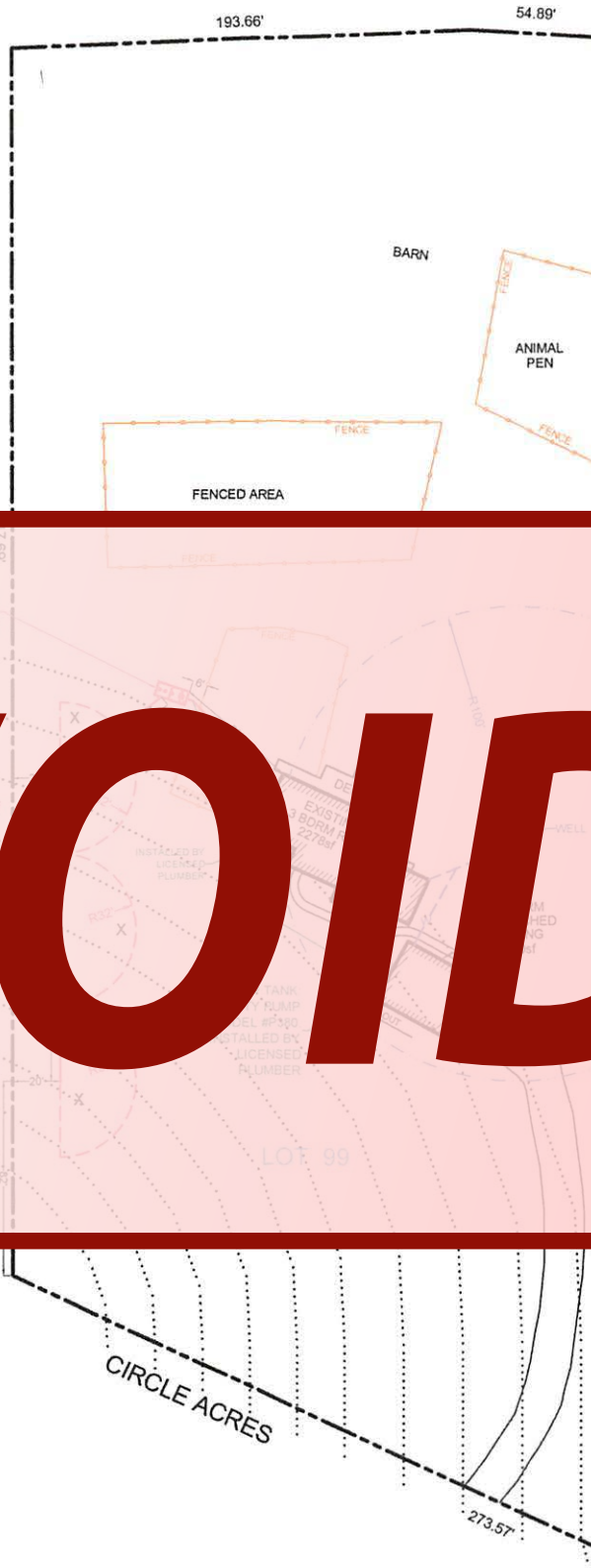
GREG W. JOHNSON, P.E. F#002585 - S.E. 11561

01/20/2023
DATE



FIRM #2585

NOTE:
 EXISTING SEPTIC
 TANK TO BE
 PUMPED, CRUSHED
 AND BACK FILLED.
 EXISTING SEPTIC
 SYSTEM TO BE
 ABANDONED

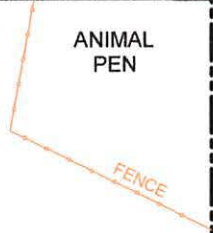


VOID



OWNER: WILLIAM B. & ANGELA M. BEASLEY		DRAWN BY: EJS III	
STREET ADDRESS: 1421 CIRCLE ACRES			
LEGAL DESC: OAK CLIFF ACRES	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 99
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=80'	DATE: 1/20/2023	REVISED:

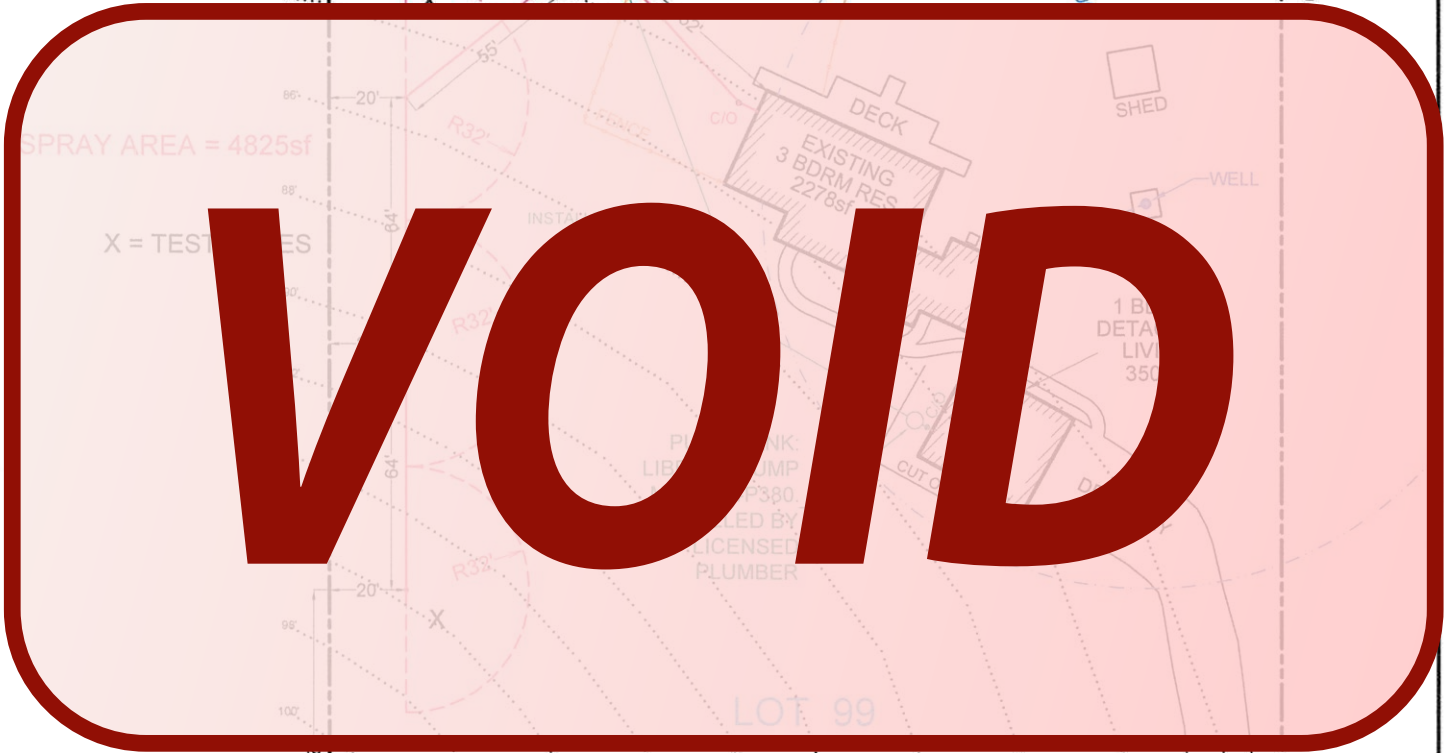
NOTE:
 EXISTING SEPTIC
 TANK TO BE
 PUMPED, CRUSHED
 AND BACK FILLED.
 EXISTING SEPTIC
 SYSTEM TO BE
 ABANDONED



NUWATER B 550 PC
 AEROBIC TREATMENT
 PLANT

517.69'

637.59'



SPRAY AREA = 4825sf

X = TEST PIPES

LOT 99



CIRCLE ACRES



OWNER: WILLIAM B. & ANGELA M. BEASLEY		DRAWN BY: EJS III	
STREET ADDRESS: 1421 CIRCLE ACRES			
LEGAL DESC: OAK CLIFF ACRES	UNIT/SECTION/PHASE: 2	BLOCK: 2	LOT: 99
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 1/20/2023	REVISED:

Assembly Details

OSSF

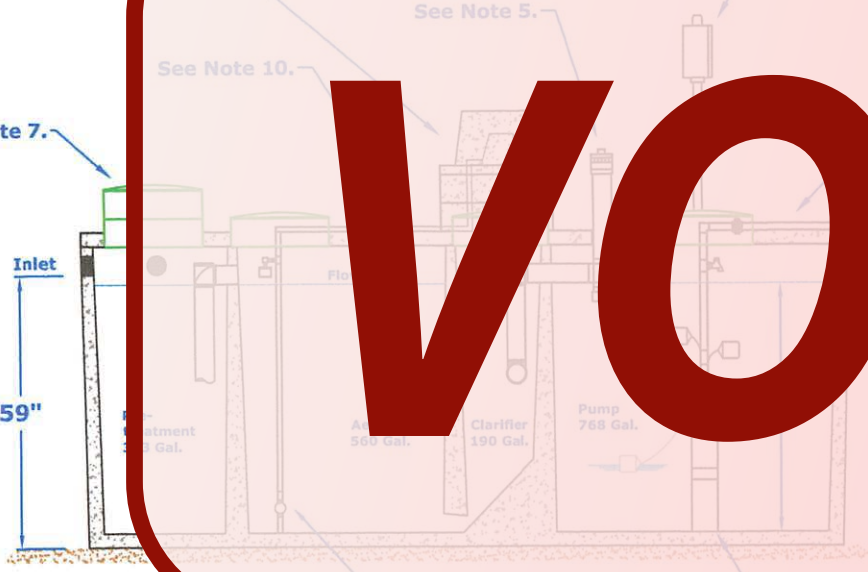


GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 14,900 lbs.
4. Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix 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.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension
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).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor

See Note 9.
See Note 10.
See Note 7.

Inlet
59"



VOID

DIMENSIONS:
 Inside Height: 67"
 Inside Width: 63"
 Inside 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 Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3



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

TANK NOTES:

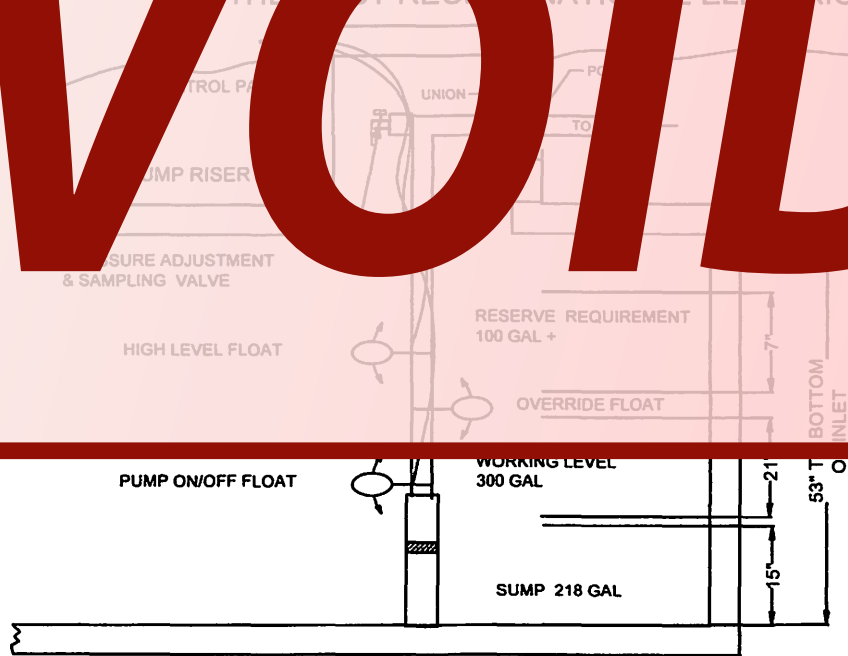
Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

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

VOID



Professional Engineer
GEOFFREY JOHNSON
7587
F-2585
01/20/2023

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

Olvera,Brandon

From: Olvera,Brandon
Sent: Friday, April 28, 2023 1:21 PM
To: 'Greg Johnson'; Ritzen, Brenda
Subject: RE: 1421 CIRCLE ACRES - BEASLEY #115778

Good Afternoon,
File has been updated

Thank You,

Brandon Olvera | Designated Representative: OS0034792 | Comal County | www.cceo.org

195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

From: Greg Johnson <gregjohnsonpe@yahoo.com>
Sent: Wednesday, April 26, 2023 7:03 AM
To: Olvera,Brandon <Olverb@co.comal.tx.us>; Ritzen, Brenda <rabbjr@co.comal.tx.us>
Subject: 1421 CIRCLE ACRES - BEASLEY #115778

This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

REVISED TANK BRAND.
THX,
GREG

Send for Greg W. Johnson, P.E., R.S.)

170 Hollow Oak

New Braunfels, TX 78132

Office/Fax (830) 905-2778

Email: gregjohnsonpe@yahoo.com

STC459593NB

AFTER RECORDING MAIL TO:
William B Beasley and Angela M Beasley
1421 Circle Acres
Bulverde, TX 78163

Prepared By:
Robertson Anschutz Vettters, LLC
1500 CityWest Boulevard, Ste. 700
Houston, TX 77042

GENERAL WARRANTY DEED

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.

THAT Regroup Investments, LLC, a Texas Limited Liability Company, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by William B Beasley and Angela M Beasley, husband and wife, hereinafter called "Grantee", whose mailing address is 1421 Circle Acres, Bulverde, TX 78163, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of Two Hundred Fourteen Thousand Dollars (\$214,000.00), of even date herewith, payable to the order of Sente Mortgage, Inc., hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to Ruth W. Garner, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in Comal County, Texas, to-wit:

Lot 99, OAK CLIFF ACRES UNIT TWO, in Comal County, Texas, according to the plat thereof recorded in Volume 2, Page 68, Map and Plat Records of Comal County, Texas

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Note, and thus said Vendor's Lien and Deed of Trust Lien against said Property securing the payment of said Note, are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

****THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK****

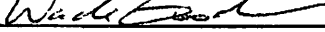
This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

But it is expressly agreed that the Vendor's Lien and Superior Title is retained in favor of the Payee of said Note against the above-described property, premises and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Executed date: July 23, 2019

Regroup Investments, LLC

By: 
Name: Wade Goodwin
Title: Managing Member

State of Texas

County of Comal

This instrument was acknowledged before me on [Date] July 23, 2019 by [Name(s) of Person(s) Acknowledging] Wade Goodwin, [Title of Person(s) Acknowledging] Managing Member of Regroup Investments, LLC, a corporation, on behalf of said Limited Liability Company.

Notary Public: check the appropriate box - and only one box - as applicable to this notarial act:

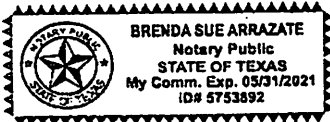
- This notarial act is a traditional notarization. The person(s) acknowledging is/are physically appearing before me.
- This notarial act is an online notarization. The person(s) acknowledging is/are appearing before me by an interactive two-way audio and video communication that meets the online notarization requirements under Subchapter C, Chapter 406, TX Government Code, and rules adopted under that subchapter.

Brenda Arrazate
Notary Public (Signature of Notarial Officer)

(Official Seal or Stamp)

(Printed Name of Notarial Officer)

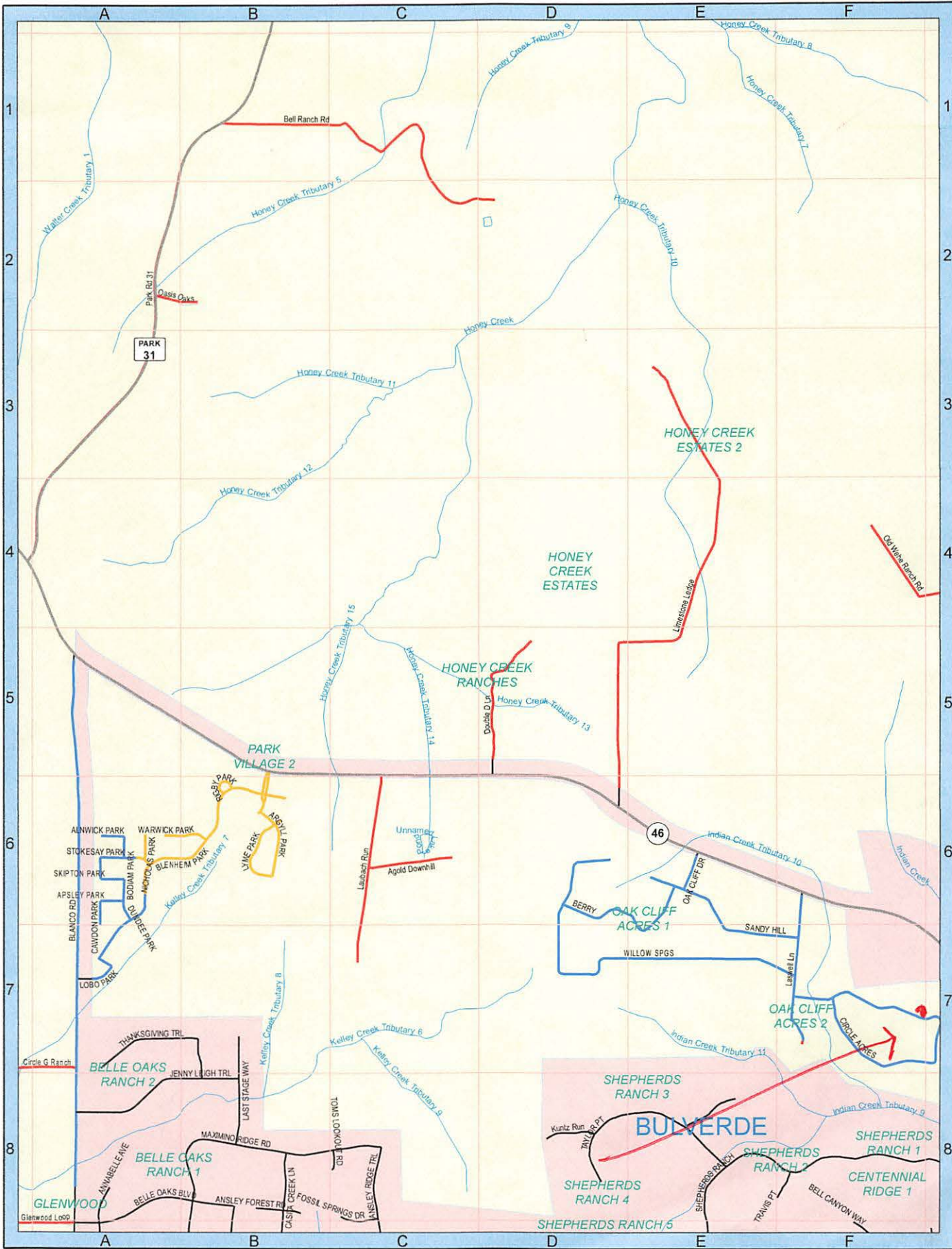
My commission expires: _____



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
07/23/2019 03:32:25 PM
TERRI 4 Pages(s)
201906025383



Bobbie Koepf



SEE PAGE 36



0 1,250 2,500
Feet

0 0.25 0.5
Miles

VOID

BCAS

From: bccp@hctc.net
Sent: Thursday, May 11, 2023 7:06 AM
To: BCAS
Subject: FW: License to Operate issued for Permit #115778

From: Comal County Engineers Office <ComalCountyLTO@co.comal.tx.us>
Sent: Wednesday, May 10, 2023 6:00 PM
To: bccp@hctc.net
Subject: License to Operate issued for Permit #115778

License To Operate Issued

Permit Number: 115778
Location: 1421 CIRCLE ACRES
Maintenance Provider: Block Creek Aerobic Services, LLC
Installer: Brad Parker

Please do not reply to this email

VOID

not our contract



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 WILLIAM B. & ANGELA M. BEASLEY
Site Address 1421 CIRCLE ACRES
City BULVERDE Zip 78163
Mailing Address SAME
County COMAL Map # CCEO 37, F7
Phone 210-913-5451
Email angela510@outlook.com

2 YEAR CONTRACT
2 YEAR WARRANTY ON PARTS AND LABOR

SUBDIVISION/LEGAL: OAK CLIFF ACRES, UNIT 2, LOT 99

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between WILLIAM B. & ANGELA M. BEASLEY (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.

Customer's Initials



BS

Contractor's Initials

VOID

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.

V. Disinfection:

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

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):

1. 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:

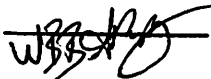
Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. 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



Customer's Initials



BS

Contractor's Initials

VOID

description, (hereinafter collectively referred to as "Liabilities") arising out of, caused by, or resulting, in whole or in part, from this Agreement.

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

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 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

WFB

Customer's Initials

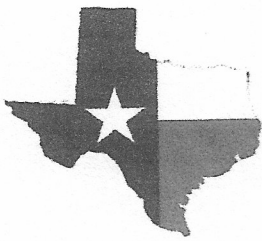
William J. ... 1/24/23
Customer Signature Date

BS

Contractor's Initials



115778



SOTX SEPTIC SERVICES

15656 CRANES MILL RD.
CANYON LAKE, TX 78133
(830)481-3249
SOTXSERVICES@GMAIL.COM

Time in: 10:57
Time out: 11:08
Date: 2/19/24
Installed: _____

Customer: Ted Royer
Site: 1421 Circle Acres
County: Comal
Subdivision: _____
Phone #: _____

Permit: 115778
Contract: _____
Tech: Clarence D. Hinds Jr.

TESTING REPORT

Inspection type: Scheduled System type: Spray

Inspected Item	Operational	Inoperative	N/A
Aerator	✓		
Irrigation pump	✓		
Air Compressor	✓		
Disinfection device	✓		
Chlorine supply	✓		
Spray field vegetation	✓		
Sprinkler/ Drip backwash	✓		
Access posts are secured			

PSI: 2.3
Sludge levels: Low
Tank 1: Low 0
Tank 2: Low 0-2"
Tank 3: Low 0

TESTS REQUIRED/ RESULTS

	Required Y/N	Results mg/ 1 mpn/ 100 mi or Trace	Test Method
BOD (GRAB)	<u>N</u>		
TSS (GRAB)	<u>N</u>		
CL (GRAB)	<u>Y</u>	<u>1.</u>	
FECAL COLIFORM	<u>N</u>		

Repairs: Y N

Actions Taken and Comments:

*Fire Ants around Compressor - Needs poison
Cleaned Air filter
Set timer

Maintenance Provider:
MP0002439



SOTX SEPTIC SERVICES

15656 CRANES MILL RD.
CANYON LAKE, TX 78133
(830)481-3249

SOTXSERVICES@GMAIL.COM

115728

Time in: 10:00
Time out: 12:13
Date: 6-26-24
Installed: —

Customer: Theodore Royer
Site: 1421 Circle Acres
County: Comal
Subdivision: —
Phone #: —

Permit: 115778
Contract: —
Tech: Clarence D. Hinds Jr.

TESTING REPORT

Inspection type: Scheduled System type: —

Inspected Item	Operational	Inoperative	N/A
Aerator	✓		
Irrigation pump	✓		
Air Compressor	✓		
Disinfection device	✓		
Chlorine supply	✓		
Spray field vegetation	✓		
Sprinkler/ Drip backwash	✓		
Access posts are secured	✓		

PSI: 6.0
Sludge levels: low
Tank 1: 1-3
Tank 2: 0-2
Tank 3: 0-2

TESTS REQUIRED/ RESULTS

	Required Y/N	Results mg/ 1 mpm/ 100 mi or Trace	Test Method
BOD (GRAB)	<u>N</u>	/	/
TSS (GRAB)	<u>N</u>	/	/
CL (GRAB)	<u>N</u>	/	/
FECAL COLIFORM	<u>N</u>	/	/

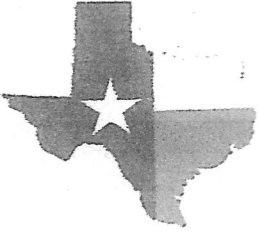
Repairs: Y (N)

Actions Taken and Comments:

Cleaned Air Filter.
Adjusted Timer.

Maintenance Provider: Charles Hinds Jr.

MP0002439



SOTX SEPTIC SERVICES

15656 CRANES MILL RD.
CANYON LAKE, TX 78133
(830)481-3249
SOTXSERVICES@GMAIL.COM

Time in: 10:00
Time out: 10:17
Date: 11-12-24
Installed: _____
Permit: 115778
Contract: _____
Tech: Clarence D. Hinds Jr.

Customer: Theodore Royce
Site: 1431 Circle Acres
County: Comal
Subdivision: _____
Phone #: _____

TESTING REPORT

Inspection type: Scheduled System type: Spray

Inspected Item	Operational	Inoperative	N/A
Aerator	✓		
Irrigation pump	✓		
Air Compressor	✓		
Disinfection device	✓		
Chlorine supply	✓		
Spray field vegetation	✓		
Sprinkler/ Drip backwash	✓		
Access posts are secured	✓		

PSI: 5.9
Sludge levels: Low
Tank 1: 2-3
Tank 2: 2
Tank 3: 0-1

TESTS REQUIRED/ RESULTS

Required Y/N	Results mg/ 1 mpn/ 100 ml or Trace	Test Method
<u>N</u>	/	/
<u>N</u>		
<u>N</u>		
<u>N</u>		

Repairs: Y (N)

Actions Taken and Comments:

Cleaned A.S. Filter.

Maintenance Provider: _____

MP0002439