

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:

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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)				

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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
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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						

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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II) 285.33(d)(2)(G)(iii)(III) 285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 116654
Issued This Date: 08/07/2024
This permit is hereby given to: Hearthside Homes Inc.

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

524 RESTLESS WIND
SPRING BRANCH, TX 78070

Subdivision: Serenity Oaks
Unit: 1
Lot: 6
Block: 0
Acreage: 0.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

		116654
Date Received	Initials	Permit Number

Instructions:

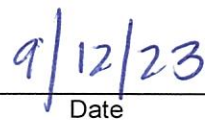
Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

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


Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION
___ (Missing Items Circled, Application Refeused)

* * * **COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH** * * *
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date _____ Permit # 116654

Owner Name <u>Hearthside Homes Inc.</u>	Agent Name <u>South Texas Wastewater Treatment</u>
Mailing Address <u>2145 Zercher Rd Ste A</u>	Agent Address <u>PO Box 1284</u>
City, State, Zip <u>San Antonio, TX 78209</u>	City, State, Zip <u>Boerne, TX 78006</u>
Phone # _____	Phone # <u>830 249-8098</u>
Email _____	Email <u>diandra@stwastewater.com</u>

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

Subdivision Name Serenity Oaks Unit 1 Lot 6 Block _____
Acreage/Legal _____
Street Name/Address 524 Restless Wind City Spring Branch Zip 78070

Type of Development:

☒ Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 2,602

☐ 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: \$ 420,000.00 (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well

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

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. 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.

Hearthside Homes, Inc.
By: [Signature]
Signature of Owner

9/5/23
Date

* * * **COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH** * * *
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By South Texas Wastewater Treatment

System Description Aerobic/Surface Spray

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

Tank Size(s) (Gallons) 750/550

Absorption/Application Area (Sq Ft) 5,577

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

Is this property within an incorporated city? ☐ Yes ☒ No

If yes, indicate the city: _____

By signing this application, I certify that:

The information provided above is true and correct to the best of my knowledge.

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


Signature of Designer

9-12-23
Date

Page 2 of 2

AFFIDAVIT TO THE PUBLIC

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, this document is filed in the Deed Records of Comal County, Texas. 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 (TVVC), 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 TVVC. The TCEQ, 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 TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ 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):


Lot 6 Block Subdivision Serenity Oaks Unit 1


not in Subdivision: Acres Survey

The property is owned by Hearthside Homes, Inc.

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.


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

HEARTHIDE HOMES, INC. Owner Name By [Signature] Owner Signature 

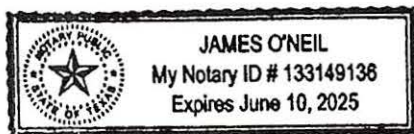
Owners Name Owners Signature 

This instrument was acknowledged before me on: 5th Day of September, 2023

James O'Neil Notary's Printed Name

 Notary Public, State of Texas

Commission Expires: 10 June 2025



Affix Notary Stamp Above

Official County use only

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/11/2023 08:46:18 AM
LAURA 1 Pages(s)
202306029195



Bobbie Koepf

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

Customer ID

8013

Contract Period

Start Date:

End Date:

To: Hearthside Homes, Inc
2145 Zercher Rd. Ste. A
San Antonio, TX 78209

Email: dan@hearthsidehomessa.com

Site: 524 Restless Wind, Spring Branch, TX 78070
County: Comal
Installer: Ronald R Graham
Agency: Comal County Environmental
Mfg/Brand: Jet, Inc.-J-750- 2 yr-

South Texas Wastewater Treatment
3 visits per year - one every 4 months
300 gallons per day

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referenced name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter 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 Dates: This agreement commences and ends as noted above. The date of commencement will be the date the "License to Operate" was issued by the permitting authority. The 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 as stated in our PROPOSAL AND CONTRACT FOR SERVICES.
- III. Renewal: This Agreement shall automatically renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV. Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$95.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.
- V. 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 regulations approximately every four months.
 - B. Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.
 - C. Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. **If the technician receives approval after he leaves the property, a service call charge of \$95.00 to return to the property will be added to the final bill.** If warranted items are required to be replaced within 30 days of installation, labor will not be charged. After 30 days, labor will be charged according to the service agreement.
 - D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.).
 - E. Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.
 - F. Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request.
- Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.**
- VI. Disinfection: Not Required. X Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it, Contractor will add 6 tablets of chlorine at routine services (See Section V Sub-section A) ATA INITIAL
- VII. Electronic Monitoring is X is not included in this Agreement.
- VIII. 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 email of this agreement and all documentation requested by Contractor.
 - 2. Contractor providing the equipment and installation for this OSSF.
 - 3. Contractor's receipt of payment in full for the equipment and installation.
 - 4. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in section XIV of this Agreement.
 - B. **If this is not an initial agreement (existing system):**
 - 1. Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
 - 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement
 - C. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following :
- A. **DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.**
 - B. Provide all necessary yard or lawn maintenance and the 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.
- C. Protect equipment from physical damage including but not limited to that damage caused by insects.
- D. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
- E. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
- F. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
- G. 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. Sub-section D above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$95.00 per hour plus the associated fees for laboratory testing.
- H. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
- I. Prevent the condensate 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.
- J. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- K. Maintain site drainage to prevent adverse effects on the OSSF.
- L. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.
- X. **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. **IF SPECIAL ARRANGEMENTS ARE REQUESTED (any advance or prior notice or contacting of owner/resident in order to enter property to perform routine service visit, (locked gates, biting dogs, appointment to enter, to call on the way, etc.) or if any part of the system is located behind a locked door (garage, etc.) -THERE IS AN ADDITIONAL CHARGE.** 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 proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$95.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water air or gas lines, etc.), or for the uneven settling of the soil.
- XI. **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.
- XII. **Severability:** If any provision of this "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 this "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 the basic Services described in this Agreement is _____. This fee does not include any equipment, materials, or labor necessary for non-warranty repairs and/or any other on-site visit, other than required regularly Scheduled Inspections (see Section V, item A), and will incur a service call fee of \$95.00, plus parts and labor.
- XIV. **Payment:** Payment of Fee for Services for the original term as stated above is to be made as follows:
☒ X Included in PROPOSAL AND CONTRACT
_____ Full amount due upon signature (Required of new Customer)
_____ Payments of \$_____ due upon receipt of invoice. (Payment terms for renewal of agreement.)
- Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a 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). Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.
- XV. **Application of Transfer of payment:** The fees paid for this agreement are not refundable, however, the agreement is transferable. Customer will advise 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 received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned 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 promises or conditions in any other agreement, oral or written.

R. Bruce Cobabe

Name

Date

OSSF Installer II, Lic OS0004815, and, OSSF Site Evaluator, Lic OS0012360

exp 1/31/2024

exp 12/31/2023

Certified Service Provider for: Jet Inc. Member: Texas On-Site Wastewater Association and National On-site Wastewater Recycling

Acceptance of Agreement: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the Services as specified. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this "Agreement" is accepted in writing AND payment is made as outlined above.

Heathside Homes Inc
Customer

Date

office@HeathsideHomes
E-Mail

CONTACT PHONE NUMBERS:

#1 210-829-7379

#2 _____

Gate Codes for:

SubDivision #5501

Property _____

Date Printed: 9/1/2023

SOUTH TEXAS WASTEWATER TREATMENT

Authorized JET Distributor - Home and Commercial - Engineering Services
P O Box 1284 Boerne, Texas 78006 * 830-249-8098 or 1-800-86 WASTE

SITE EVALUATION INFORMATION SHEET

Hearthside Homes
2145 Zercher Rd. Ste A
San Antonio, TX 78209

SITE: 524 Restless Wind
Serenity Oaks 1
Lot 6
Comal County, Texas

Date Site Evaluation Performed 30 August 2023
Within 100 year Flood zone No, FIR Map 48091C0090F
Edwards Recharge Zone: No, USGS map Index map

Profile Holes: 6" Medium to light brown clay over limestone. Scattered out croppings of limestone and slab limestone from surface.

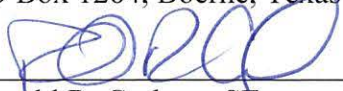
Soil Texture Analysis: Class _____ suitable NO
Soil Structure Analysis: _____ suitable X unsuitable for conventional septic

Structureless _____
Weak _____ Moderate _____ Strong _____
Blocky _____
Platy _____ (unsuitable)
Massive _____ (unsuitable)

Restrictive Horizon: None found: _____ Depth: surface
Rock or Fractured Rock: x
Clay 40% or more x
Ground Water N/A

Brief Description: No sensitive features noted at time of site evaluation. No physical drainage features on lot.

This site evaluated by:
South Texas Wastewater Treatment
Ronald R. Graham, Site Evaluator
Registration Number 19772, State of Texas
PO Box 1284, Boerne, Texas



Ronald R. Graham, SE

9-12-23

Date

SOUTH TEXAS WASTEWATER TREATMENT

Authorized JET Distributor - Home and Commercial - Engineering Services
P O Box 1284 Boerne, Texas 78006 * 830-249-8098 or 1-800-86-WASTE

11 September 2023

JET HOME WASTEWATER TREATMENT SYSTEM DESIGN SPRINKLER SYSTEM

Hearthside Homes
2145 Zercher Rd Ste A
San Antonio, TX 78209

SITE: 524 Restless Wind
Serenity Oaks 1
Lot 6
Comal County, Texas

This design includes an attached drawing No. 8013R0 dated 11 SEP 2023

Design Specifications:

Estimated average daily wastewater flow: 4 Bedroom 2,602sf home
(300 GPD) Treatment of 480 GPD

Pump tank/chlorine contact chamber capacity: 550 gallons

Design application rate: 0.064 gal./sq.ft./day

Dosing cycle quantity: 100-110 gallons

Number of dosing cycles per day: three (3)

Type of float switch: mercury float switch

Design pressure head: 25-40 psi at sprinkler head

Dosing pump capacity: Little Giant WE20G05P4-20 20.0 GPM

NSF Certified Tablet Chlorinator: installed at inlet of pump tank

Maximum slope of the field: <15 percent

Means of preventing syphoning: gravity

Diameter of supply pipe: 1 inch

Pressure adjusting valves to be installed: hose bib

Safety Lid installed on Clarifier

Offsets: property lines, wells, easements, water lines, structures, swimming pools, ponds, etc shall be strictly adhered to as required by latest Texas Commission on Environmental Quality OSSF Regulations.



Pump controls must have NEMA (National Manufacturing Association) approval. A PVC union shall be placed above the pump to allow for easy pump removal.

Calculation of field Size

Four bedroom house 2,602sf home – allow 300 GPD effluent flow
Assume an application rate of 15.6 square feet per gallon per day.

$$300 \div 0.064 = 4,688 \text{ sq ft}$$

We are installing 2 sprinkler heads, capable of 2gpm each, both with a 30' radius, both spraying a full circle. The area as measured by autocad is:

$$A = 5,577 \text{ sq ft}$$

Pipe and fittings

All pipes and fittings in this system shall be schedule 40 PVC. All joints shall be sealed with an approved solvent-type PVC cement. The forced main shall be 1 inch in diameter. A Little Giant WE20G05P4-22 or equivalent high head submersible pump capable of providing at least 20gpm and providing a 25-40 psi head shall be utilized for pumping effluent.

Site Preparation

The area selected for irrigation shall be cleared of cedar and brush. Some preparation is required. Sprayed area shall be provided with grass or other suitable ground cover.

Provisions for Emergencies

A warning system shall be added to the pump tank on a separate circuit from the pump circuit to provide warning of a failure of the system. This aerobic system has a 24 month service agreement which includes emergency service.

Flood Prone Areas

The subject lot is not in a flood prone area according to National Flood Insurance Program FIR Map community-panel Number 48091C0090F. No physical drainage feature on property which would require special protective measures. No slope where seeps may occur, no flows with velocity that would damage components. This lot is located over the Contributing Zone of the Edwards Aquifer. CZP 3063.00 has been reviewed.

Tank Sizes

The system shall have a JET Model J-750 extended aeration plant with external NSF Certified tablet chlorinator. The pump tank shall have a capacity of 550 gal. This tank will not need tees on inlet. Safety Lid installed on clarifier.



This system designed by:

South Texas Wastewater Treatment
Ronald R. Graham, Registered Sanitarian
Registration Number 3741, State of Texas
PO Box 1284, Boerne, TX

Ronald R. Graham, RS

September 12, 2023
Date

Attachments:

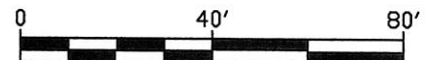
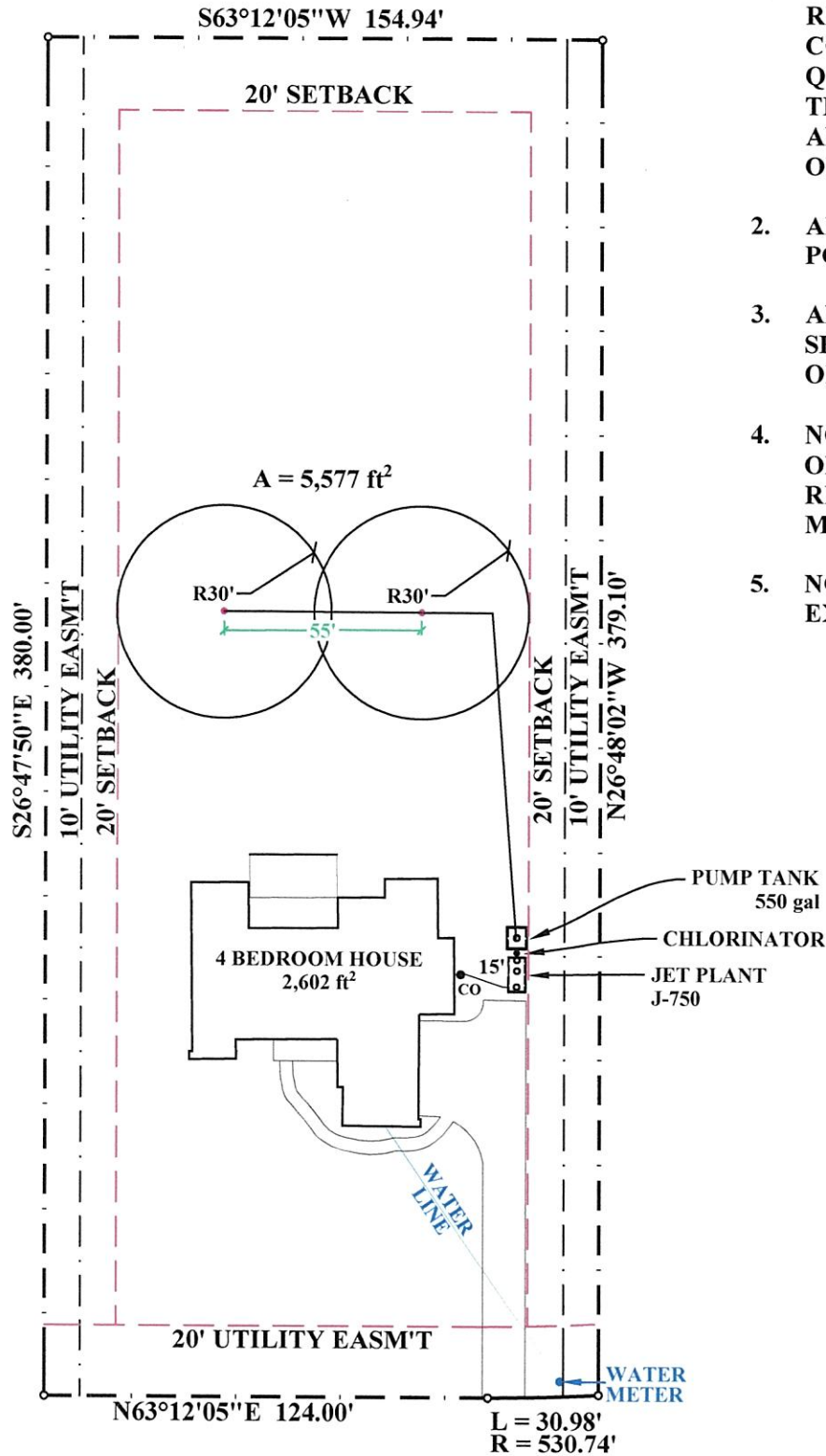
Drawing No.8013R0 dated 11 September 2023

RECEIVED

By Brandon Olvera at 11:09 am, Aug 07, 2024

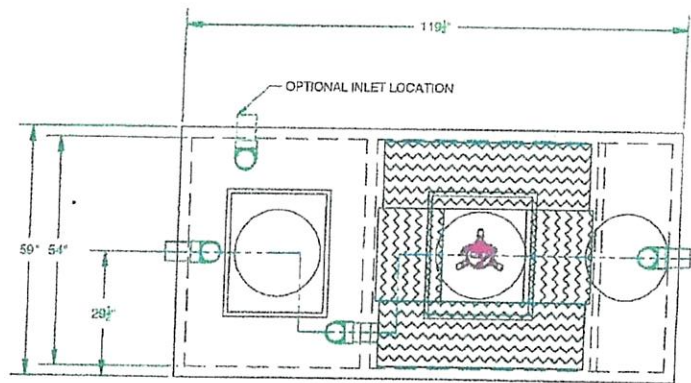
NOTES:

1. THIS DESIGN MEETS ALL OF THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OSSF REGULATIONS AND THE ORDERS OF COMAL COUNTY AND WILL NOT CAUSE A NUISANCE OR HEALTH HAZARD
2. ALL SPRINKLERS ARE HUNTER PGP-ARV-LA OR K-RAIN PROPLUS
3. ANY CROSSING OF WATER LINE & SPRAY LINE WILL BE SLEEVED 10 ft ON EACH SIDE OF WATER LINE
4. NO PHYSICAL DRAINAGE FEATURE ON PROPERTY WHICH WOULD REQUIRE SPECIAL PROTECTIVE MEASURES
5. NO TEST HOLES DUG DUE TO EXTENSIVE SURFACE ROCK



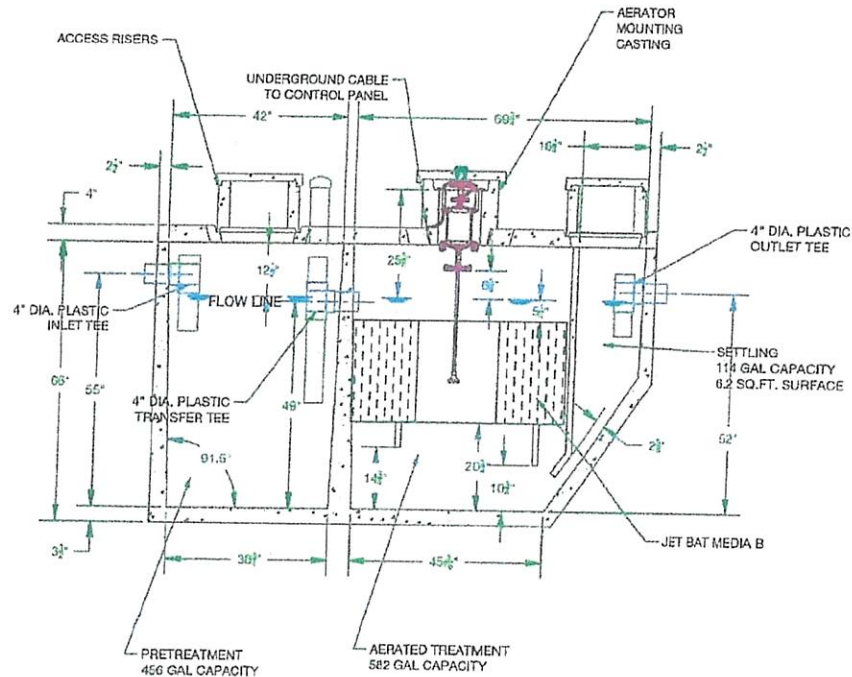
RECEIVED

By Brandon Olvera at 2:26 pm, May 31, 2024



NOTES:

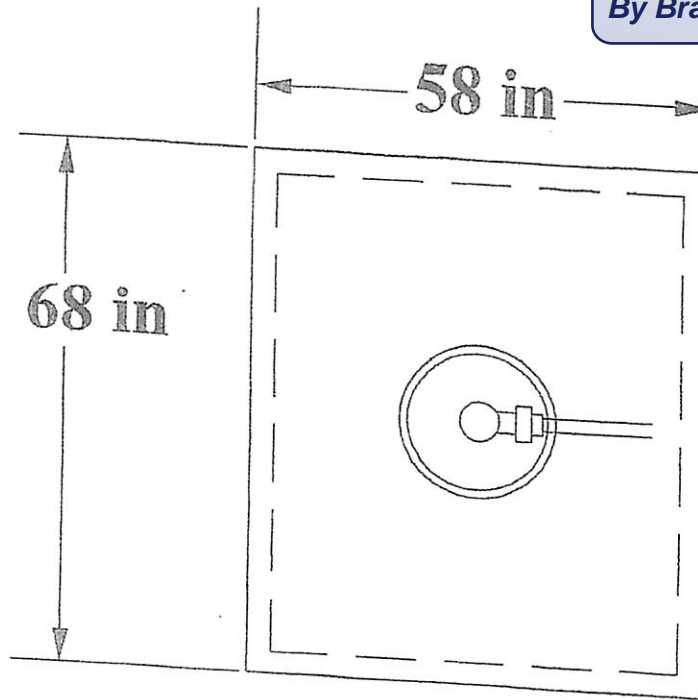
1. AERATOR MODEL 700LL MUST BE USED IN CONTINUOUS OPERATION
2. DEVELOP RISERS TO GRADE OR WITHIN 12" BELOW GRADE
3. PLASTIC RISERS CAST INTO THE TANK LID MAY BE USED IN PLACE OF CONCRETE RISERS



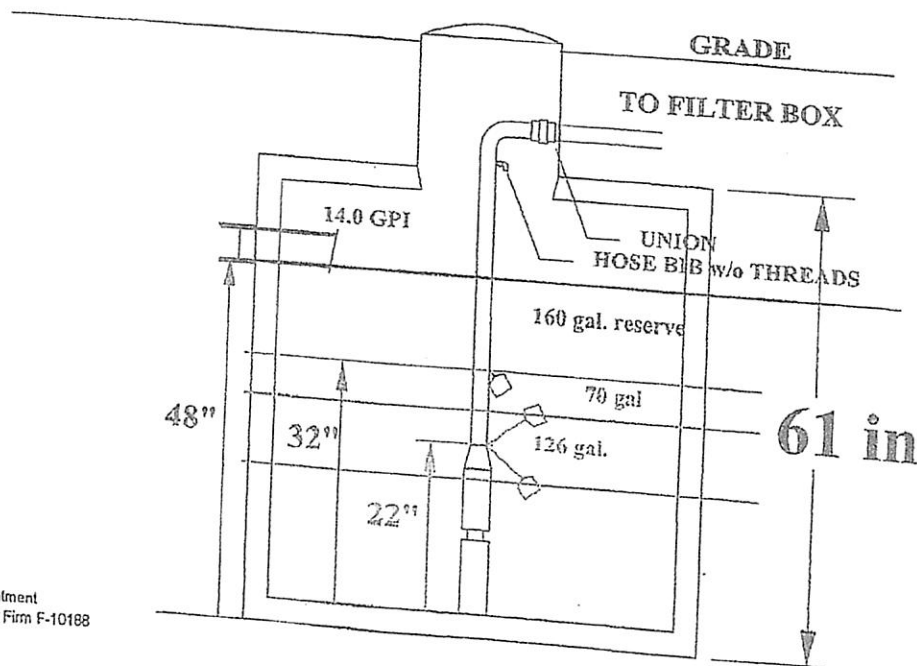
- 14070814W REDRAWN		N J K	
REV	DATE	DESCRIPTION	DRFT/APPV
J-750		Wastewater Treatment Solutions	
TITLED: J-750 RESIDENTIAL WWTP ONE PIECE TANK CASTING		MATERIAL:	
USED ON:		SCALE: 1:20 SIZE: C	
UNLESS OTHERWISE SPECIFIED: ALL DIMENSIONS ARE IN INCHES		DECIMAL: ±.005	
FRACTIONAL: ± 1/64		DECIMAL: ± 1"	
PROPRIETARY PROPERTY: THIS DRAWING IS THE PROPERTY OF JET INC. AND MAY NOT BE REPRODUCED, COPIED OR USED WITHOUT WRITTEN PERMISSION.		DRAWING NUMBER: J-750	
		REV: -	

RECEIVED

By Brandon Olvera at 2:26 pm, May 31, 2024

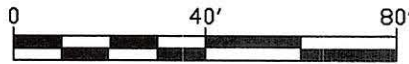
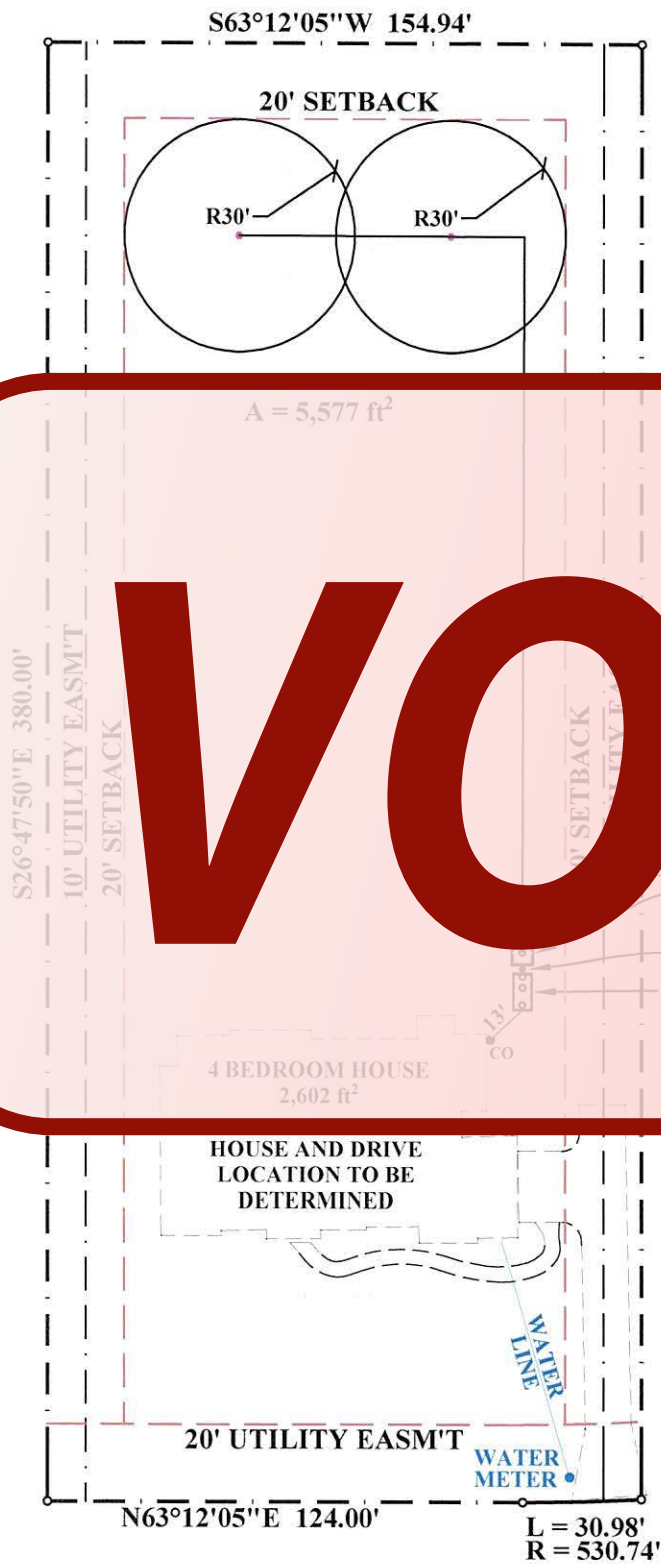


PUMP. TANK
550 gal.



NOTES:

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2. ALL SPRINKLERS ARE HUNTER PGP-ARV-LA OR K-RAIN PROPLUS
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4. NO PHYSICAL DRAINAGE FEATURES ON PROPERTY WHICH WOULD REQUIRE SPECIAL PROTECTIVE MEASURES





COMAL COUNTY

ENGINEER'S OFFICE

RE: ***524 Restless Wind***
Serenity Oaks Unit 1
Lot 6

Dear Property Owner & Agent,

Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

- ✓ Site Plan:
 - ✓ What is the distance between the overlapping spray heads?
 - ✓ Show the location of the house and driveway.
- ✓ Submit the pump tank details showing the float settings and the 1/3 day reserve capacity.
- 3. Revise accordingly and resubmit.

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

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** |
| Comal County | www.cceo.org | f: 830-608-2078 | e: olverb@co.comal.tx.us |

ATC 40000322003775A

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

WARRANTY DEED WITH VENDOR'S LIEN

Dated Effective as of: September 1, 2022

Grantor: Ricardo Tellez-Giron III and Genevive Montoya

Grantor's Mailing Address: 2802 Cedar Plain Dr.
San Antonio, Texas 78245

Grantee: Hearthside Homes, Inc., a Texas corporation

Grantee's Mailing Address: 2145 Zercher Rd., Suite A
San Antonio, Texas 78209

Consideration:

Cash and note of even date executed by Grantee and payable to the order of Grey Stag Capital, LLC d/b/a CAS Investments ("Lender") in the principal amount of One Hundred One Thousand Nine Hundred Eighty and 67/100 Dollars (\$101,980.67). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first lien deed of trust dated the same date as this deed in favor of Lender.

Property (including any improvements):

Tract 6, Serenity Oaks, Unit 1, in Comal County, Texas, according to the map or plat thereof recorded in Document No. 200906018067, Map and Plat Records, Comal County, Texas.

Reservations from Conveyance: None

All ad valorem taxes for the current and all subsequent years, zoning ordinances and utility district assessments, if any, applicable to and enforceable against the Property and all conditions, covenants, options, restrictions, easements, charges and liens for assessments, setbacks, encroachments, reservations, and mineral reservations affecting the Property that are shown in the Real Property Records of Comal County, Texas.

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

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for

the benefit of Lender and are transferred to Lender without recourse against Grantor.

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



Ricardo Tellez-Giron III

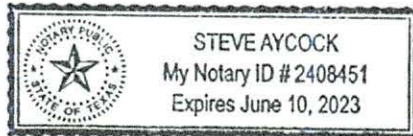


Genevive Montoya

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on this 1 day of September, 2022 Ricardo Tellez-Giron III.

[SEAL]



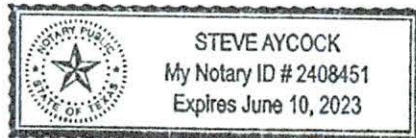


Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Bexar §

This instrument was acknowledged before me on this 1 day of September, 2022 Genevive Montoya.

[SEAL]






Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hearthside Homes, Inc., a Texas corporation
2145 Zercher Rd., Suite A
San Antonio, Texas 78209

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

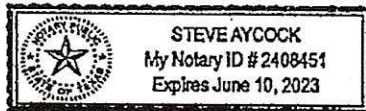

Ricardo Tellez-Giron III


Genevive Montoya

STATE OF TEXAS §
COUNTY OF Bexar §

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[SEAL]

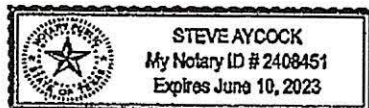



Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF Bexar §

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[SEAL]




Notary Public, State of Texas

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Hearthside Homes, Inc., a Texas corporation
2145 Zercher Rd., Suite A
San Antonio, Texas 78209

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
09/01/2022 02:11:41 PM
CHRISTY 2 Pages(s)
202206039464



