



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 12/18/2023 Permit Number: 116813

Location Description: 349 MEADOW ROCK
SPRING BRANCH, TX 78070

Subdivision: Serenity Oaks
Unit: 2
Lot: 19R
Block: na
Acreage: 0.0000

Type of System: Aerobic
Surface Irrigation

Issued to: Kimberlie & Luigi Biever

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

ENVIRONMENTAL HEALTH INSPECTOR

OS0038255

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: 116813
Issued This Date: 11/09/2023
This permit is hereby given to: Kimberlie & Luigi Biever

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

349 MEADOW ROCK
SPRING BRANCH, TX 78070

Subdivision: Serenity Oaks
Unit: 2
Lot: 19R
Block: na
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.

RECEIVED

By Kathy Griffin at 10:52 am, Oct 23, 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 _____

Permit Number 116813**1. APPLICANT / AGENT INFORMATION**Owner Name Kimberlie & Luigi Biever
Mailing Address 6202 Spindrift, Windcrest tx. 78239
City, State, Zip _____
Phone # 210.823.3477
Email hillcountryseptics@gmail.comAgent Name Maria Oranday
Agent Address 15008 Canterbury Rd
City, State, Zip Spring Branch tx 78070
Phone # 210.823.3477
Email hillcountryseptics@gmail.com**2. LOCATION**Subdivision Name Serenity Oaks Unit 2 Lot 19R Block _____
Survey Name / Abstract Number _____ Acreage _____
Address 349 Meadow Rock City Spring Branch State tx Zip 78070**3. TYPE OF DEVELOPMENT**☒ Single Family ResidentialType of Construction (House, Mobile, RV, Etc.) HOUSE + Guest HouseNumber of Bedrooms 3 + 1 = 4Indicate Sq Ft of Living Area 3,046 + 552 = 3,598☐ 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: \$ _____ (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**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.

Kimberlie & Luigi Biever
Signature of Owner10/02/2023
Date



Planning Materials & Site Evaluation as Required Completed By Frank Oranday

System Description aerobic treatment w/ surface application

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

Tank Size(s) (Gallons) 840 GPD Absorption/Application Area (Sq Ft) 7,500 sq.ft required

Gallons Per Day (As Per TCEQ Table III) 480

(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]
Signature of Designer

10/02/2023
Date



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1/1 CB

COUNTY OF COMAL
STATE OF TEXAS

AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality (TCEQ) Rules for On-Site Sewage Facilities (OSSFs), 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, give 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 owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission 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): Lot 19R, Serenity Oaks Unit 2

The property is owned by (Insert owner's full name): KIMBERLIE BIEVER

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 OSSF may be obtained from Comal County Engineer's Office.

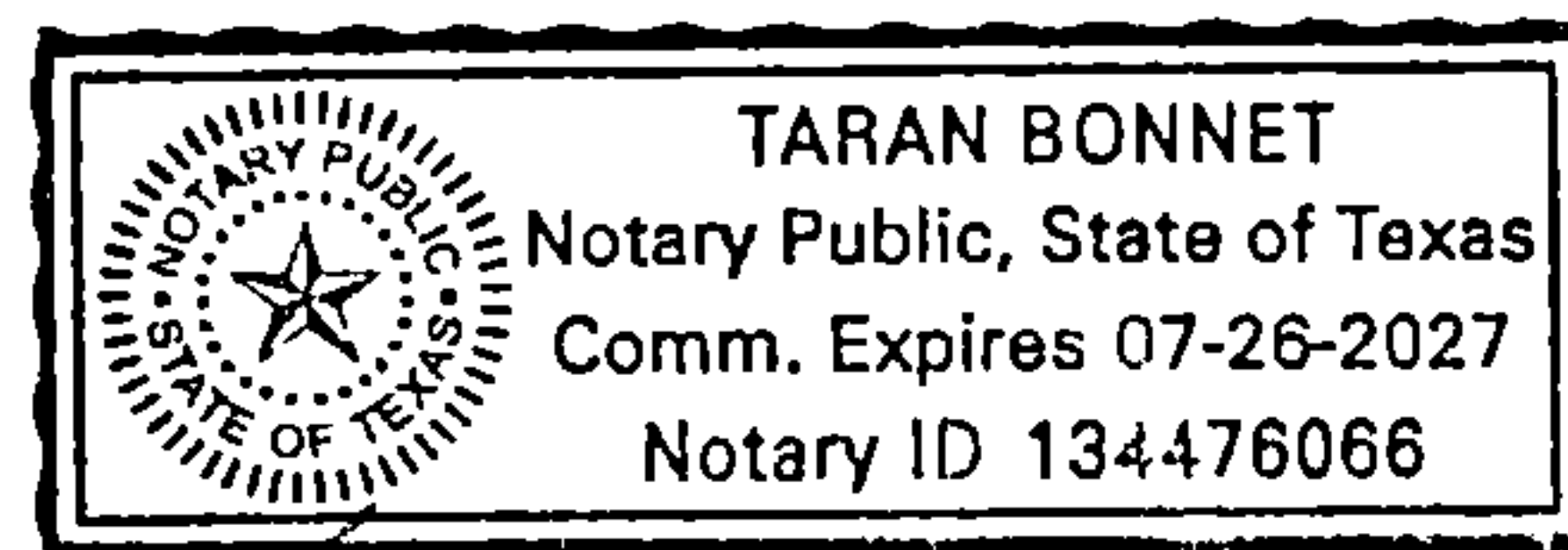
WITNESS BY HAND(S) ON THIS 2nd DAY OF October, 2023

Kimberlie Biever
Owner(s) signature(s)

Kimberlie Biever
(PRINTED NAME)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 2nd DAY OF October, 2023

Taran J. Bonnet
Notary Public, State of Texas
Notary's Printed Name: Taran J. Bonnet
My Commission Expires: 07-26-2027



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
10/04/2023 03:06:54 PM
LAURA 1 Page(s)
202306031886



Bobbie Koepp

RECEIVED

By Brenda Ritzen at 11:10 am, Nov 09, 2023



Routine Maintenance and Inspection Agreement

General

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between Kimberlie Biever (referred to as "Client") and 311 Maintenance LLC (Frank Oranday MP0002506) (hereinafter referred to as "Contractor") (210) 823-3477. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The effective date of the initial maintenance contract shall be the date the License to Operate is issued. This contract will be in effect FROM: LTO TO: 2 Years. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 6 over the two year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, and diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time Frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The customer is responsible for the chlorine tablets; they must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. **Pumping of sludge build-up is not covered by this policy and will result in additional charges.**

ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the purpose of the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of

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By Brenda Ritzen at 11:10 am, Nov 09, 2023

evaluations if necessary. Soil is to be replaced with the excavated material as best as possible. If dogs or pets are not brought indoors during service, there will be a penalty fee for rescheduling.

Termination of Agreement

Either party may terminate this agreement within ten 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, **the Contractor will immediately notify the appropriate health authority of the termination.**

Limit of Liability

The Contractor shall not be held accountable for indirect, consequential, incidental, or punitive damages, regardless of whether the basis is contractual, tortious, or any other legal theory. Furthermore, under no circumstances shall the Contractor's responsibility for direct damages surpass the total price specified for the services outlined in this Agreement.

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be 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.

Renewal

A renewal service contract should be activated before expiration (2 years) of existing contract. We will contact property owner prior to expiration of existing contract.

OWNER

Kimberlie Bieber
Name
349 Meadow Rock
Address
Spring Branch tx 78070
City, State
210.812.9929
Phone

Kimberlie Bieber
Signature of Home Owner

EFFECTIVE DATE: LTO
EXPIRED DATE: 2 Years
INSTALLED:
Model #: D840
Blower/Panel Serial #:

SERVICE PROVIDER

311 Maintenance
Name
5355 FM 311
Address
New Braunfels. TX
City, State
(210) 823-3477
Phone

[Signature] MP0002506
Signature of Service Provider and License #
Exp: 02/28/2026

Issued By:

Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 376168 Geo ID: 500640001900
Legal Acres: 0.0000
Legal Desc: SERENITY OAKS 2, LOT 19
Situs: 361 MEADOW ROCK SPRING BRANCH, TX 78070
DBA:
Exemptions:Owner ID: 1040690 100.00%
BIEVER LUIGI & KIMBERLIE
6202 SPINDRIFT
SAN ANTONIO, TX 78239

For Entities

(ESD1) COMAL COUNTY EMERGEN
(ESD4) COMAL COUNTY EMERGEN
COMAL COUNTY
COMAL COUNTY LATERAL ROAD
COMAL ISD

Value Information

Improvement HS: 0
Improvement NHS: 0
Land HS: 0
Land NHS: 72,780
Productivity Market: 0
Productivity Use: 0
Assessed Value 72,780

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 09/06/2022

Total Due if paid by: 09/30/2022

0.00

Tax Certificate Issued for:

COMAL COUNTY
COMAL COUNTY LATERAL ROAD
COMAL ISD
(ESD1) COMAL COUNTY EMERGEN
(ESD4) COMAL COUNTY EMERGEN

Taxes Paid in 2021

228.53
28.76
940.32
58.58
43.67

PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2022 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2023.

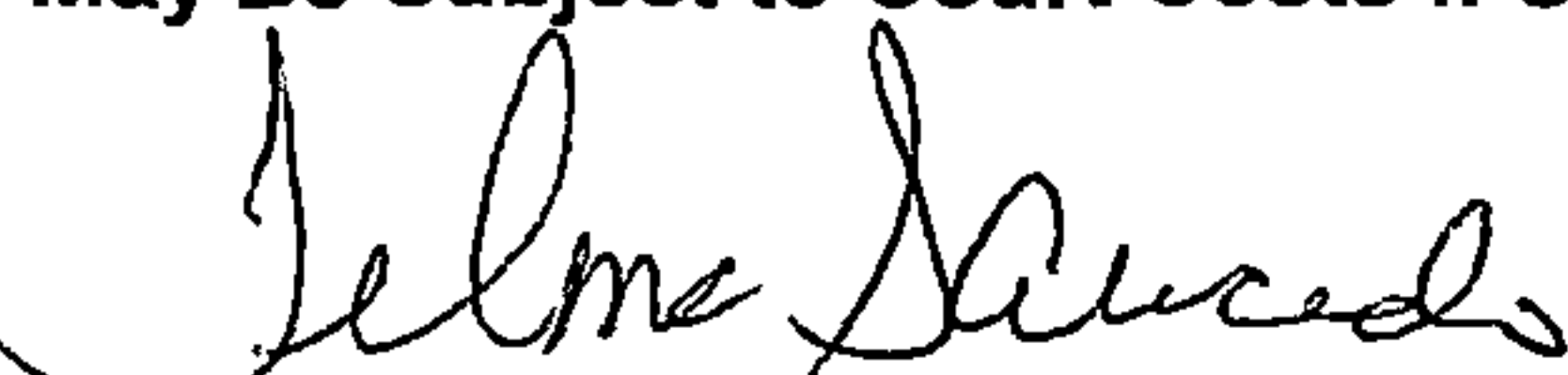
If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending



Signature of Authorized Officer of Collecting Office

Date of Issue: 09/06/2022
Requested By: BIEVER KIMBERLIE A & LUIG
Fee Amount: 10.00
Reference #:

Through Tax Year
2021

TAX CERTIFICATE

Certificate #
14298

Issued By:

Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information

Property ID: 376169 Geo ID: 500640002000
Legal Acres: 0.0000
Legal Desc: SERENITY OAKS 2, LOT 20
Situs: 349 MEADOW ROCK SPRING BRANCH, TX 78070
DBA:
Exemptions:

Owner ID: 1078715 100.00%
BIEVER KIMBERLIE A & LUIGI E
6202 SPINDRIFT
WINDCREST, TX 78239

For Entities

Value Information

(ESD1) COMAL COUNTY EMERGEN	Improvement HS:	0
(ESD4) COMAL COUNTY EMERGEN	Improvement NHS:	0
COMAL COUNTY	Land HS:	0
COMAL COUNTY LATERAL ROAD	Land NHS:	70,360
COMAL ISD	Productivity Market:	0
	Productivity Use:	0
	Assessed Value	70,360

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Year	Entity	Taxable	Tax Due	Disc./P&I	Attorney Fee	Total Due
Totals:			0.00	0.00	0.00	0.00

Effective Date: 09/06/2022

Total Due if paid by: 09/30/2022

0.00

Tax Certificate Issued for:

COMAL COUNTY	220.93
COMAL COUNTY LATERAL ROAD	27.80
COMAL ISD	909.05
(ESD1) COMAL COUNTY EMERGEN	56.64
(ESD4) COMAL COUNTY EMERGEN	42.22

Taxes Paid in 2021

PROPERTY TAXES WILL BE CALCULATED IN OCTOBER 2022 AND ARE DUE WHEN RENDERED. THE LAST DAY TO PAY BEFORE PENALTY AND INTEREST START TO ACCRUE IS JANUARY 31, 2023.

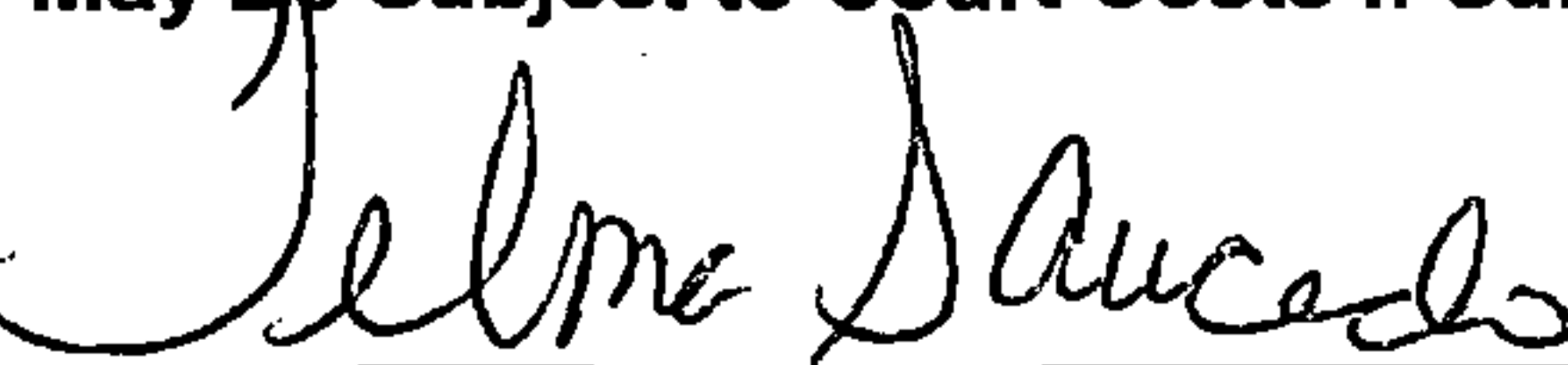
If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

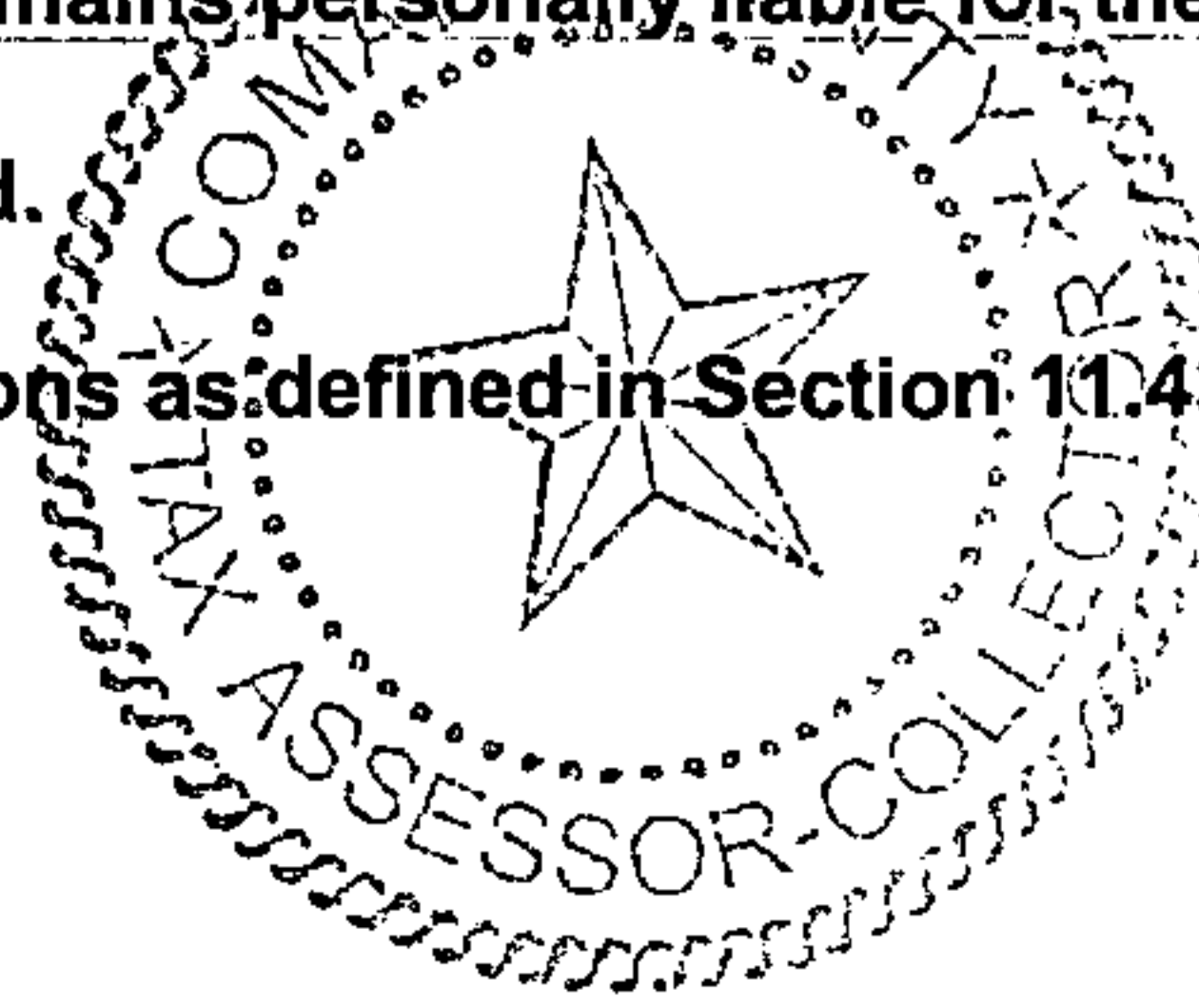
Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending


Signature of Authorized Officer of Collecting Office



Date of Issue: 09/06/2022
Requested By: BIEVER KIMBERLIE A & LUIGI
Fee Amount: 10.00
Reference #:



OSSF SOIL EVALUATION REPORT

Date: 10/18/2023

Applicant Information:

Name: Luigi Biever

Address: 349 Meadow Rock

City, State, & Zip Code: Spring Branch TX 78070

Phone: 210.823.3477

Email: hillcountryseptics@gmail.com

Subdivision: Serenity Oaks Unit 2

Additional Info: Comal County

Site Evaluator Information:

Name: Frank Oranday

Company:

Address: PO box 754

City, State, & Zip: Spring Branch TX, 78070

Phone: 210.510.8996

Email: frankoranday@gmail.com

Installer Information:

Name:

Company:

Address:

City, State, & Zip:

Email:

Phone:

Depth	Texture Class	Soil Texture	Structure (for Class III- blocky, platy or massive)	Drainage	Restrictive Horizon	Observation
Soil Boring #1 12"	III	0-12" Clay Loam 12"+ limestone	Blocky	<30% gravel		Bedrock
Soil Boring #2 12"	III	Same as above				

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

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

Site Evaluator:

NAME: Frank Oranday

Signature:

License No.: OS-0035274 **Exp:** 3/31/2026

TDH:

DESIGN SPECIFICATIONS
349 Meadow Rock

REVISED

11:40 am, Nov 09, 2023

Application Rate (Ra): .064

OSSF is designed for: 3 BR Home 3,046 Sq.Ft. + 1BR Guest House 552 Sq.Ft.

Wastewater Usage: 300 gal./day + 180 gal./day

An aerobic treatment system/ with surface spray is to be utilized based on the site evaluation

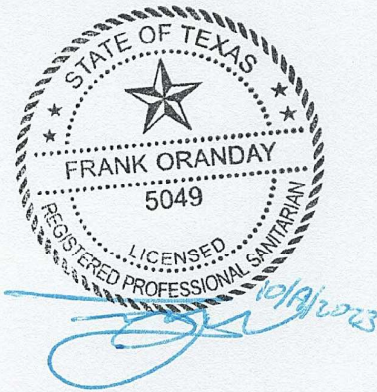
7,500 sq. ft. absorptive area required

~~600 gpd aerobic tank required~~ 840 gpd aerobic tank required

Calculations: Absorption Area: $Q/Ra = 480 \text{ gpd} / .064 = 7,500 \text{ sq. ft}$ required

Frank Oranday, R.S.

Signature:

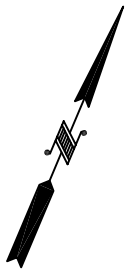


KIMBERLIE A. & LUIGI E. BIEVER
349 MEADOW ROCK
SPRING BRANCH TX, 78070
LOT 19R
SERENITY OAKS UNIT 2
COMAL COUNTY
1"=50'

REVISED

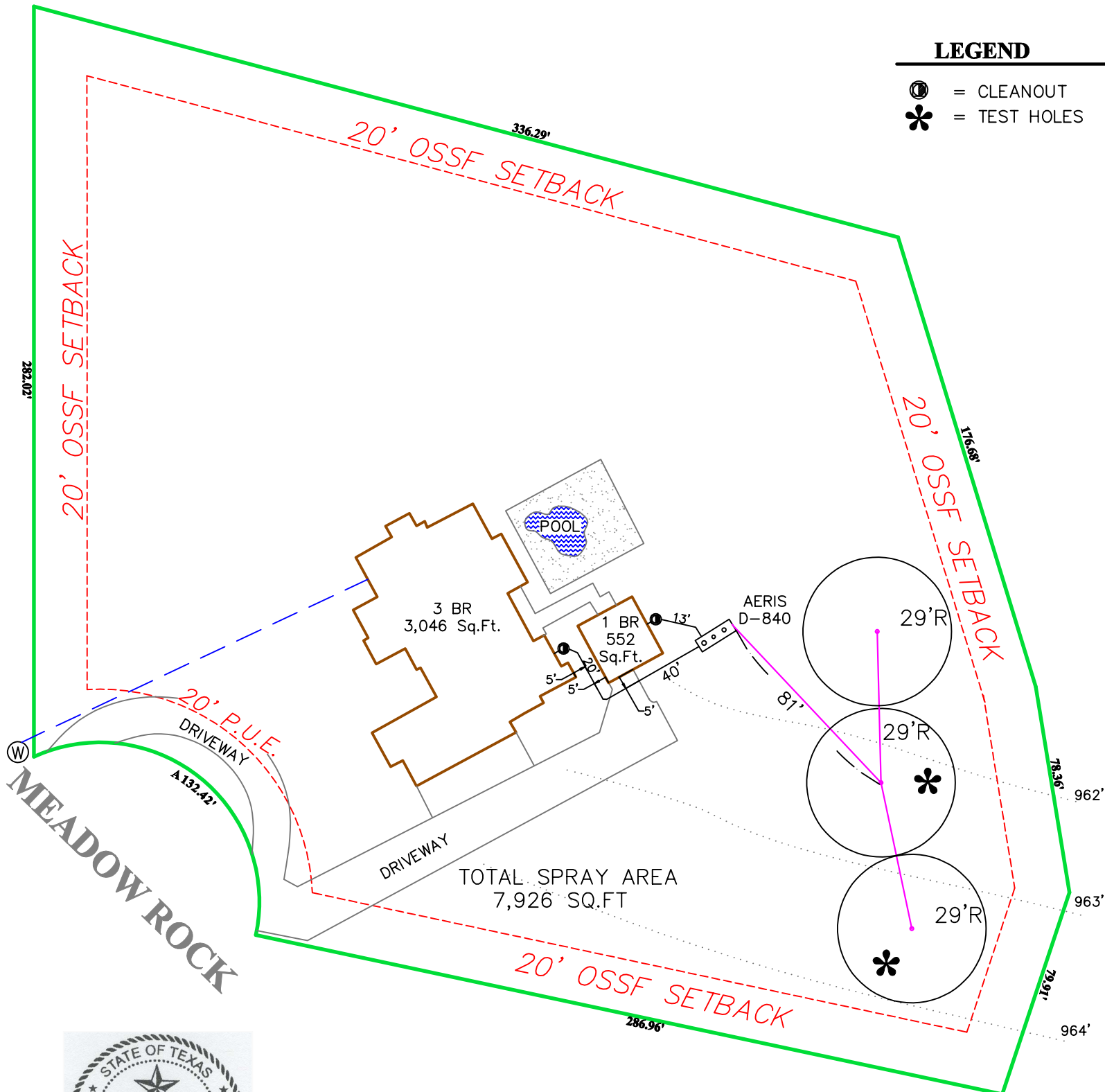
10:39 am, Dec 07, 2023

-USE 1" SCH 40 PURPLE PIPE
TO SPRAY HEADS
-USE 3" OR 4" SCH 40 PVC TO
TANK



LEGEND

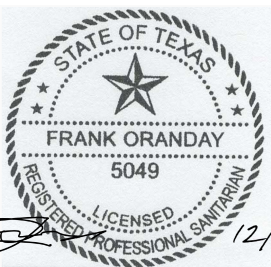
- ① = CLEANOUT
- * = TEST HOLES



NOTE

SEWER LINE WILL BE OR SLEEVED IN SCH 40 PVC WHEN CROSSING DRIVEWAY & 5' BEYOND. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285 AND SHALL COMPLY WITH TAC CHAPTER 290.

THIS DESIGN COMPLIES WITH PROVISIONS OF THE EXISTING CZP



12/7/2023

AEROBIC TREATMENT- spray SYSTEM
SITE ADDRESS: 349 Meadow Rock

LANDSCAPING/ VEGETATION PLAN:

The site of installation consists of a suitable topography for the proposed system, and furthermore is comprised of cedar trees and low-level grass plants.

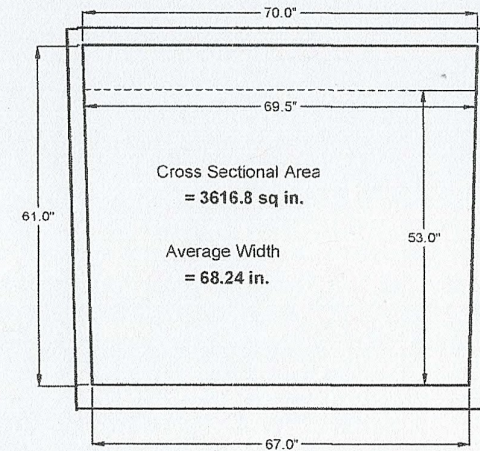
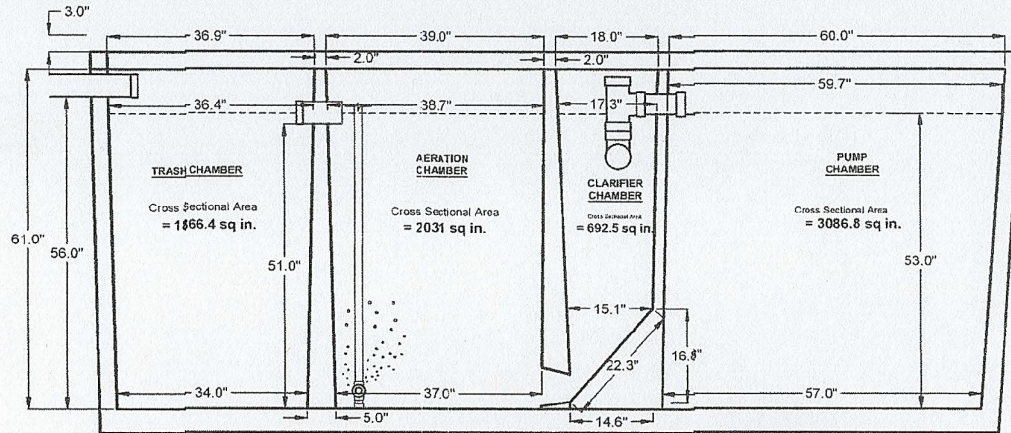
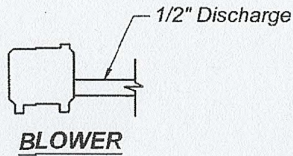
- Disturbance of natural landscape over spray application area during installation phase shall be re-established with the same vegetation prior to system start-up
- any exposed rock will be removed from the spray area

Frank Oranday R.S.


10/19/2023

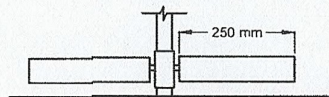
REVISED

11:06 am, Nov 09, 2023



SIDE SECTION VIEW

SCALE: 1" = 3/8"



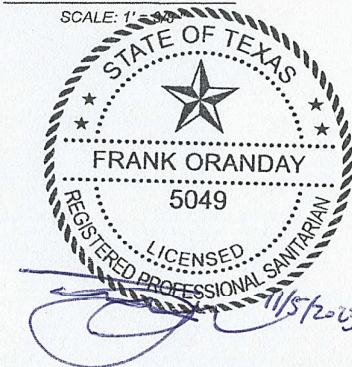
2 - 250 mm
Max flow per diffuser
= 55 liters/minute

PUMP DETAILS

36" - 53" - Reserve = 282 gallons
3" - 36" - Working Level = 548 gallons
0-3" - Sump = 52 gallons
16.6 gallons per inch

END SECTION VIEW

SCALE: 1" = 3/8"



Title: **Model D840**
840 gallon per day Aerobic Treatment Unit

Company Name: **Aeris Aerobics**

Date: **3-1-2014**

From: [Ritzen, Brenda](#)
To: [Maria Oranday](#)
Cc: [Olvera, Brandon](#)
Subject: RE: permit 116813- ATC issued- revision attached
Date: Thursday, December 7, 2023 10:43:00 AM
Attachments: [image001.png](#)

Maria,

The permit file has been updated.

Thank you,



Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org

From: Olvera, Brandon <Olverb@co.comal.tx.us>
Sent: Thursday, December 7, 2023 10:38 AM
To: Ritzen, Brenda <rabbjr@co.comal.tx.us>
Subject: FW: permit 116813- ATC issued- revision attached

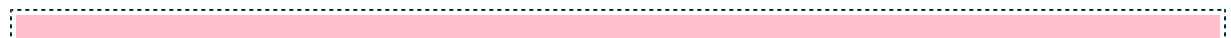
Brenda,
See below/attached.

Thank You,

Note: Beginning January 1, 2024 our reinspection fees will be changing to \$150.00. Permit fee includes 3 inspections, \$150 each additional inspection

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: Maria Oranday <hillcountryseptics@gmail.com>
Sent: Thursday, December 7, 2023 9:00 AM
To: Olvera, Brandon <Olverb@co.comal.tx.us>
Subject: permit 116813- ATC issued- revision attached



KIMBERLIE A. & LUIGI E. BIEVER
349 MEADOW ROCK
SPRING BRANCH TX, 78070
LOT 19R
SERENITY OAKS UNIT 2
COMAL COUNTY
1"=50'

-USE 1" SCH 40 PURPLE PIPE
TO SPRAY HEADS
-USE 3" OR 4" SCH 40 PVC TO
TANK

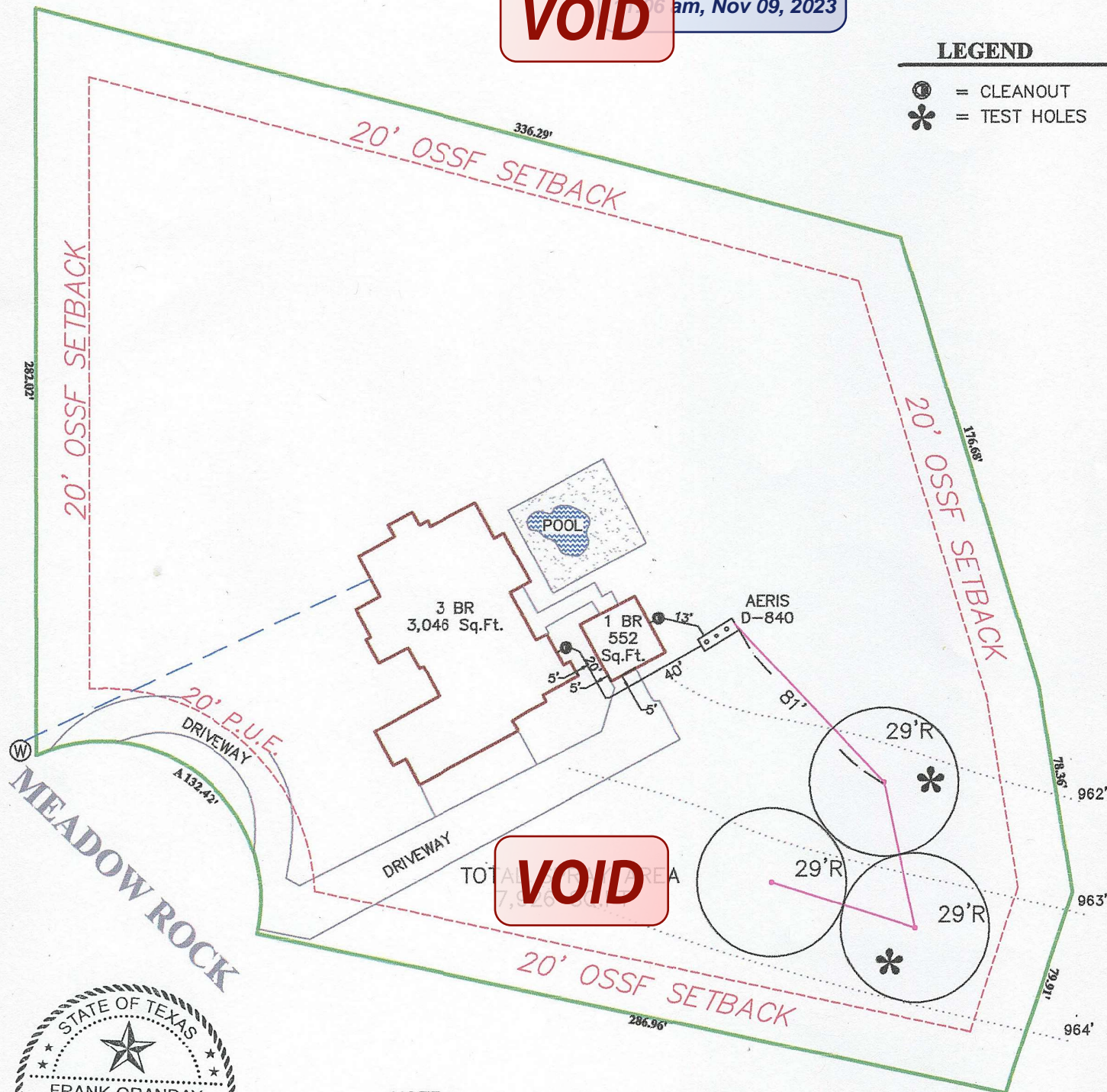
REVISED

VOID

11/06 am, Nov 09, 2023

LEGEND

- ⊙ = CLEANOUT
- * = TEST HOLES



NOTE

SEWER LINE WILL BE OR SLEEVED IN SCH 40 PVC WHEN CROSSING DRIVEWAY & 5' BEYOND. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285 AND SHALL COMPLY WITH TAC CHAPTER 290.

THIS DESIGN COMPLIES WITH PROVISIONS OF THE EXISTING CZP

From: [Ritzen, Brenda](#)
To: ["Maria Oranday"](#)
Subject: RE: Permit 116813
Date: Thursday, November 9, 2023 11:16:00 AM
Attachments: [116813.pdf](#)
[image001.png](#)
[Page from 116813.pdf](#)

Maria :

I have issued the Permit to Cosntruct. The tank size on the attached page also needs adjusting. See highlighted.

Thank you,



Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org

From: Maria Oranday <hillcountryseptics@gmail.com>
Sent: Thursday, November 9, 2023 10:55 AM
To: Ritzen, Brenda <rabbjr@co.comal.tx.us>
Subject: Re: Permit 116813

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

Good morning Brenda,
attached are the revisions

On Wed, Nov 1, 2023 at 4:20 PM Ritzen, Brenda <rabbjr@co.comal.tx.us> wrote:

Re: Kimberlie & Luigi Biever
Serenity Oaks Unit 2 Lot 19R

DESIGN SPECIFICATIONS

349 M

VOID

Application Rate (Ra): .064

OSSF is designed for: 3 BR Home 3,046 Sq.Ft. + 1BR Guest House 552 Sq.Ft.

Wastewater Usage: 300 gal./day + 180 gal./day

An aerobic treatment system/ with surface spray is to be utilized based on the site evaluation

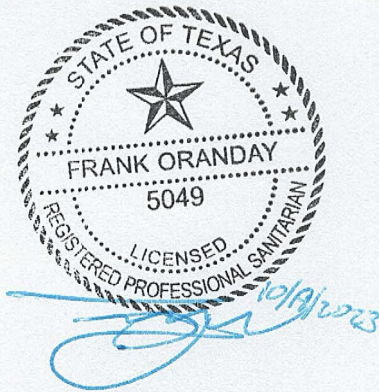
7,500 sq. ft. absorptive area required

600-gpd aerobic tank required

Calculations: Absorption Area: $Q/Ra = 480 \text{ gpd} / .064 = 7,500 \text{ sq. ft}$ required

Frank Oranday, R.S.

Signature:



VOID



VOID

Planning Materials & Site Evaluation as Required Completed By Frank Oranday

System Description aerobic treatment w/ surface application

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

Tank Size(s) (Gallons) 600 GPD Absorption/Application Area (Sq Ft) 7,500 sq.ft required

Gallons Per Day (As Per TCEQ Table III) 480

(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?

(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]
Signature of Designer

10/02/2023
Date

VOID

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number
Customer Kimberlie & Luigi Biever
Site Address 349 Meadow Rock
City Spring Branch **Zip** _____
Mailing Address _____
County Comal **Map #** _____
Phone _____
Email farohomesllc@gmail.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Kimberlie & Luigi Biever (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 within two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

K.B.

Customer's Initials



BS

Contractor's Initials

VOID

V. Disinfection:

☐ Not required; ☒ 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):

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

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

VIII. Customer's Responsibilities:

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

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

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

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

d. Notify Contractor 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 aerobically treatment units, when and as recommended by Contractor, at Customer's expense.

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

K.B.

Customer's Initials



BS

Contractor's Initials

VOID

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 Indemnatee 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 Indemnatee; or, (2) the willful misconduct of such Indemnatee. 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:

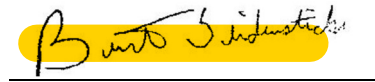
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the 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 office within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section IV.

XVI. Entire Agreement:

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


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

 10/02/2023
Customer Signature Date

K.B.
Customer's Initials

© 11/24/2016
copyright
all rights reserved

BS
Contractor's Initials

From: [Ritzen, Brenda](#)
To: [Maria Oranday](#)
Subject: Permit 116813
Date: Wednesday, November 1, 2023 4:20:00 PM
Attachments: [image001.png](#)

**Re: Kimberlie & Luigi Biever
Serenity Oaks Unit 2 Lot 19R
Application for Permit for Authorization to Construct an On-Site
Sewage Facility (OSSF)**

Maria :

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

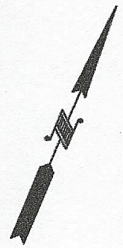
- 1 ✓ **Submit a copy of the recorded warranty deed for the property/properties.**
- 2 ✓ **840 gpd ATU required.**
- 3 ✓ **The maintenance provider who signed the 2 year initial maintenance contract has an expired license. Submit a new 2 year initial maintenance contract signed by a current TCEQ licensed maintenance provider.**
- 4 ✓ **Maintain required 5 ft. setback from the sewer line to the structure and sleeve line under driveway.**
5. **Revise as needed and resubmit.**

Thank you,

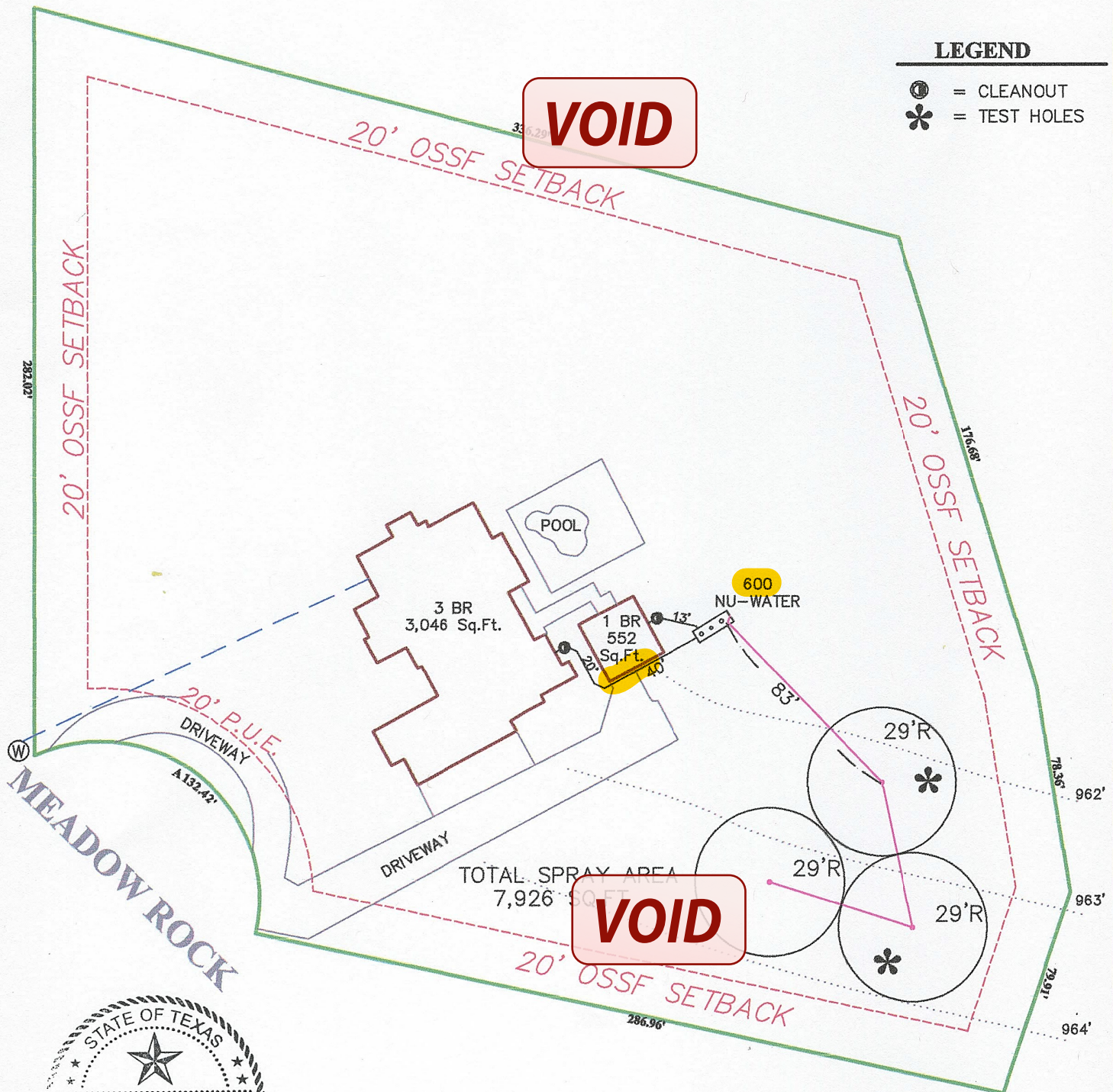


Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org

**-USE 1" SCH 40 PURPLE PIPE
TO SPRAY HEADS
-USE 3" OR 4" SCH 40 PVC TO
TANK**



 = CLEANOUT
 = TEST HOLES



THIS DESIGN COMPLIES WITH
PROVISIONS OF THE EXISTING CZP

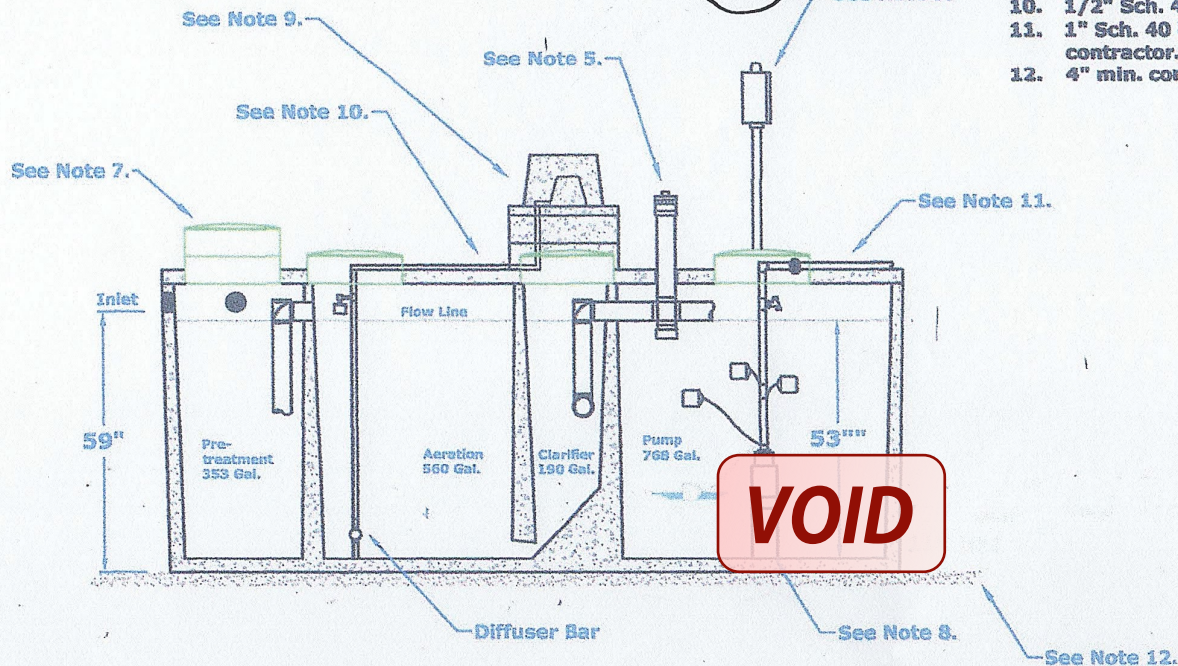


Assembly Details

OSSF

Pump float settings for 240 GPD design flow and min. 80 gal reserve:
 Pump OFF Position: 12 inches above tank bottom (166 gal)
 pump ON position: 29 inches above tank bottom (409.90 gal)
 Alarm ON position: 36 inches above tank bottom (512.22 gal)

PUMP DETAILS



VOID



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 risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor

DIMENSIONS:

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

MINIMUM EXCAVATION DIMENSIONS:

Width: 76"
 Length: 176"

VOID

**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 Inc.
 444 A Old Hwy No 9
 Comfort, TX 78013
 830-995-3189
 fax 830-995-4051

**AMENDMENT TO PLAT**OWNER NAME(S) As Shown On Deed: Kimberlie A. Bieber & Luigi E. BieberMAILING ADDRESS: 6202 Spindrift, Windcrest, TX 78239**LEGAL DESCRIPTION OF PROPERTIES**PLAT Document #: 201106013815 OR Vol.: _____ Page(s): _____Lot(s): Lot 19 & Lot 20 Block(s): _____Subdivision: Serenity Oaks, Unit TwoLOT: 19R ESTABLISHING BLOCK: _____SUBDIVISION: Serenity Oaks, Unit Two**NO IMAGE WILL BE PRODUCED. SEE REFERENCED DOCUMENTS**

The signatures affixed below will certify that the owner(s) of the described property hereby amend the plat of the property so as to combine the referenced lot(s) or tract(s) into a single lot or tract. The property owner(s) acknowledge that this Amendment to Plat may not dissolve or alter any existing easement(s) or other property interests that may exist within the boundaries of this property and that obtaining releases or permission from any owner(s) or beneficiary of easement(s) or other property interest(s) affected by this process shall be the responsibility of the property owner(s). The owner(s) also certify that any and all Lien-Holders have acknowledged this Amendment to Plat as per the attached Lien-Holder Acknowledgement(s) if applicable.

Luigi E. Bieber

Printed Name of Owner

[Signature]
Signature of Owner (above)Kimberlie A. Bieber

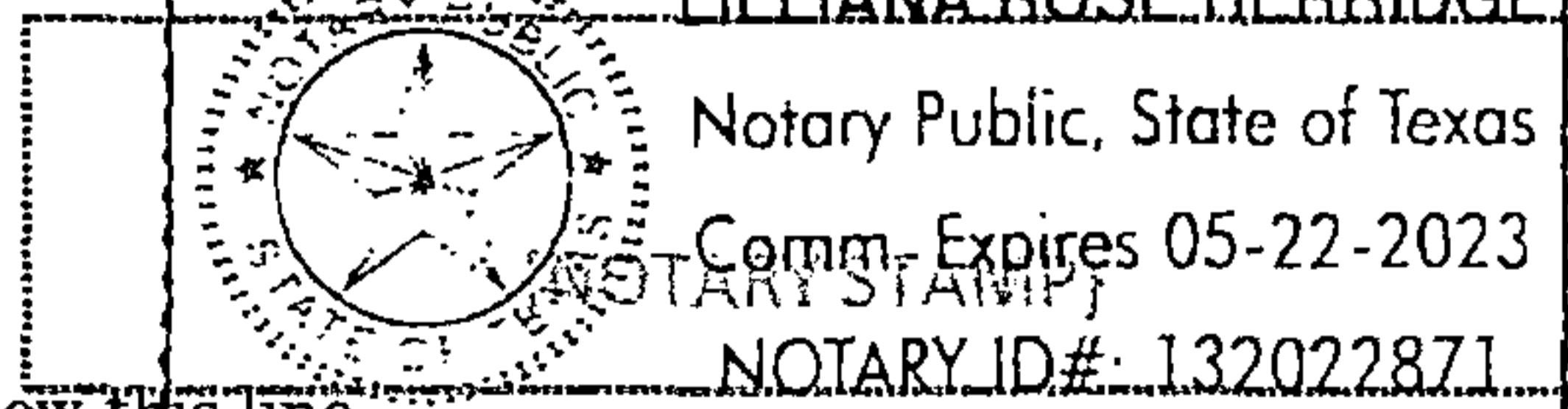
Printed Name of Owner

[Signature]
Signature of Owner (above)

STATE OF TEXAS:

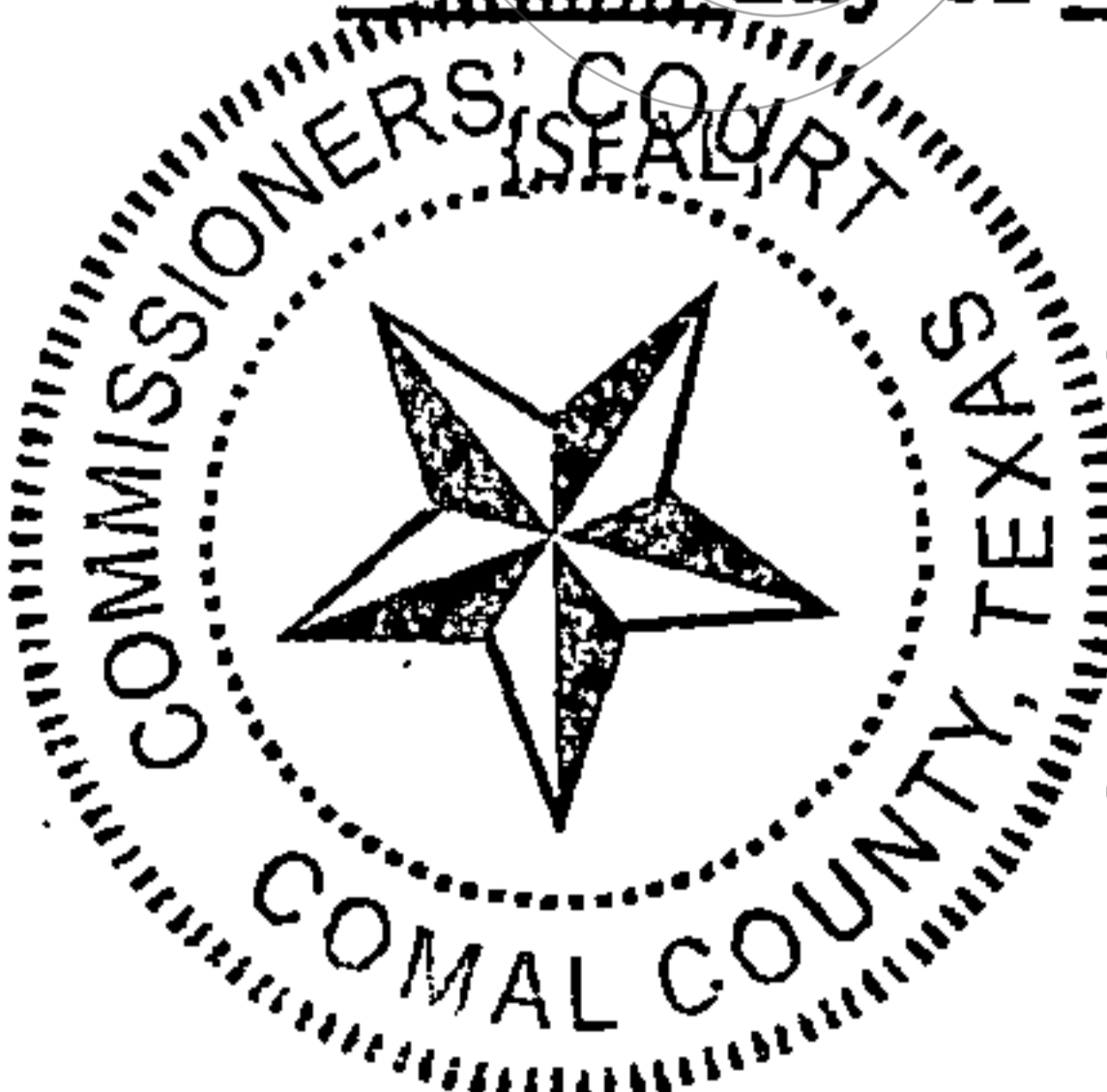
COUNTY OF BexarSWORN AND SUBSCRIBED before me by Luigi Bieber and
Printed Name of OwnerKimberlie Bieber
Printed Name of Owneron the 14 day of September, 2022[Signature]

NOTARY SIGNATURE



Do not stamp or mark below this line

APPROVED BY COMMISSIONERS COURT on the

22nd day of September, 2022[Signature]
COUNTY JUDGEATTEST [Signature]
COUNTY CLERK**FOR RECORDING PURPOSES ONLY**

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/22/2022 09:22:01 AM
TRACY 3 Page(s)
202206042116

[Signature]

RECEIVED

By Brenda Ritzen at 11:03 am, Nov 09, 2023

202106024995 05/07/2021 02:32:54 PM 1/2

ORT 45769NC/CS

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.

Date: May 7, 2021

Grantor: Christopher Nichols and Rachel Nichols, husband and wife

Grantor's Mailing Address: 2376 Medina Drive, New Braunfels, Guadalupe County, Texas 78130

Grantee: Luigi Bieber and Kimberlie Bieber

Grantee's Mailing Address: 6202 Spindrift, San Antonio, Bexar County, Texas 78239

Consideration: Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements): Lot 19 of SERENITY OAKS, UNIT TWO, a subdivision in Comal County, Texas, according to plat recorded in 201106013815 of the Official Public Records of Comal County, Texas.

Reservations from and Exceptions to Conveyance and Warranty: This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.

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

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.

RECEIVED

By Brenda Ritzen at 11:04 am, Nov 09, 2023

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

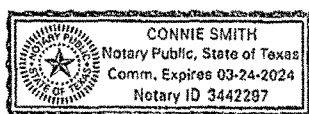

Christopher Nichols


Rachel Nichols

STATE OF TEXAS *

COUNTY OF Bexar *

This instrument was acknowledged before me on this 7th day of May 2021, by Christopher Nichols and Rachel Nichols.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Luigi Biever and Kimberlie Biever
6202 Spindrift
San Antonio, Texas 78239

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/07/2021 02:32:54 PM
CSCHUL 2 Pages(s)
202106024995





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By Brenda Ritzen at 11:04 am, Nov 09, 2023

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.

Date: July 29, 2022

Grantor: Charles Lee Wilson and Christina Lynn Wilson, husband and wife

Grantor's Mailing Address: 24442 US Hwy 281 N, 1116, San Antonio, TX 78258

Grantee: Kimberlie A. Biever and Luigi E. Biever

Grantee's Mailing Address: 6202 SPINDRIFT, WINDCREST, TX 78239

Consideration: the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration

Property (including any improvements):

Lot 20 of Serenity Oaks, Unit Two, a Subdivision in Comal County, Texas, according to Plat recorded in 201106013815 of the Official Public Records of Comal County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all restrictions, encumbrances, easements, covenants, and conditions relating to the Property filed for record in 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.

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

RECEIVED

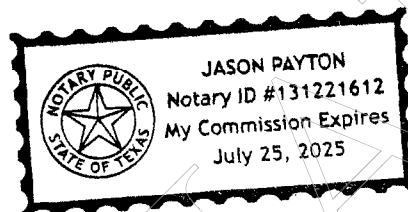
By Brenda Ritzen at 11:05 am, Nov 09, 2023

EXECUTED this 29 day of July, 2022.



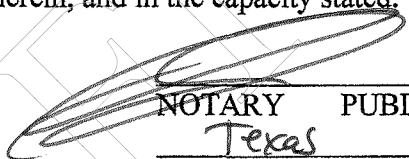
Charles Lee Wilson

Christina Lynn Wilson



THE STATE OF Texas §
COUNTY OF El Paso §

Before me, a Notary Public, the foregoing instrument was acknowledged on 29th day of July, 2022 by Charles Lee Wilson who personally appeared before me, and who is known to me through Driver License to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.


NOTARY PUBLIC, STATE OF
Texas

THE STATE OF _____ §
COUNTY OF _____ §

Before me, a Notary Public, the foregoing instrument was acknowledged on _____ day of July, 2022 by Christina Lynn Wilson who personally appeared before me, and who is known to me through _____ to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.

NOTARY PUBLIC, STATE OF

AFTER RECORDING, RETURN TO:

PREPARED IN THE LAW OFFICE OF
Shaddock & Associates, P. C.
2400 N. Dallas Parkway, Ste. 560
Plano, Texas 75093

RECEIVED

By Brenda Ritzen at 11:05 am, Nov 09, 2023

EXECUTED this 27 day of July, 2022.

Charles Lee Wilson

Christina Lynn Wilson
Christina Lynn Wilson

THE STATE OF Texas §
COUNTY OF Bexar §

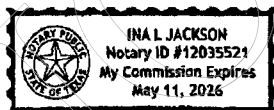
Before me, a Notary Public, the foregoing instrument was acknowledged on 27 day of July, 2022 by Charles Lee Wilson who personally appeared before me, and who is known to me through _____ to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.

[Signature]
NOTARY PUBLIC, STATE OF
Texas

THE STATE OF Texas §
COUNTY OF Bexar §

Before me, a Notary Public, the foregoing instrument was acknowledged on 27 day of July, 2022 by Christina Lynn Wilson who personally appeared before me, and who is known to me through T X D to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.

[Signature]
NOTARY PUBLIC, STATE OF
Texas



AFTER RECORDING, RETURN TO:

PREPARED IN THE LAW OFFICE OF
Shaddock & Associates, P. C.
2400 N. Dallas Parkway, Ste. 560
Plano, Texas 75093

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
08/02/2022 08:49:22 AM
LOUISA 3 Pages(s)
202206034972



Bobbie Koepf

RECEIVED

By Kathy Griffin at 10:53 am, Oct 23, 2023



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

--	--

Date Received

Initials

1116813

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.

Kimberlie & Luigi Biever
Signature of Applicant

10/02/2023
Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

___ (Missing Items Circled, Application Refused)