



# COMAL COUNTY

## ENGINEER'S OFFICE

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

Issued This Date: 03/04/2025

Permit Number: 116889

Location Description: 439 HIDDEN SPGS  
SPRING BRANCH, TX 78070

Subdivision: The Crossing at Spring Creek  
Unit: 1  
Lot: 112  
Block: 0  
Acreage: 1.1200

Type of System: Aerobic  
Surface Irrigation

Issued to: Northstar Elite Custom Homes, LLC

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

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

Alterations to this permit including, but not limited to:

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

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

OS0039964

ENVIRONMENTAL HEALTH COORDINATOR

Assistant: OS0034792

# 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

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## ENGINEER'S OFFICE

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

Permit Number: 116889  
Issued This Date: 11/20/2023  
This permit is hereby given to: Northstar Elite Custom Homes, LLC

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

439 HIDDEN SPGS  
SPRING BRANCH, TX 78070

Subdivision: The Crossing at Spring Creek  
Unit: 1  
Lot: 112  
Block: 0  
Acreage: 1.1200

#### 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

# ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR  
NEW BRAUNFELS, TX 78132  
(830) 608-2080  
WWW.CCEO.ORG

Date 9/26/2023

Permit Number 116889

## 1. APPLICANT / AGENT INFORMATION

Owner Name	<u>Northstar Elite Custom Homes, LLC</u>	Agent Name	<u>Flugrat Construction</u>
Mailing Address	<u>81003 US Hwy 281 N. Unit 280</u>	Agent Address	<u>David Flugrat</u>
City, State, Zip	<u>Spring Branch, TX 78070</u>	City, State, Zip	<u>1558 Flugrat Hills Dr. NB TX 78132</u>
Phone #	<u>830-885-4833</u>	Phone #	<u>210-275-1481</u>
Email	<u>Shelley@nstarcon.com</u>	Email	<u>flugr2002@yahoo.com</u>

## 2. LOCATION

Subdivision Name Crossing at Spring Creek, The Unit 1 Lot 112 Block 0  
Survey Name / Abstract Number \_\_\_\_\_ Acreage 1.12  
Address 439 Hidden Springs City Spring Branch State TX Zip 78070

## 3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 2599

☐ 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: \$ 375,000 (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well ☐ Rainwater

## 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.

Signature of Owner

Date

9/27/2023





## ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By Flugath/Schack

System Description Proprietary spray

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

Tank Size(s) (Gallons) 600670 Absorption/Application Area (Sq Ft) 5625

Gallons Per Day (As Per TCEQ Table III) 360

(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.

Vern R. Schack  
Signature of Designer

\_\_\_\_\_  
Date

11C



202306035713 11/09/2023 02:27:41 PM 1/1

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL STATE OF TEXAS

AFFIDAVIT According to Texas Commission on Environmental Quality Rules for On-Site Sewage (OSSFs) Facilities, this document is filed in the Deed Records of Comal County, Texas. I The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), §5.012 and §5.013, gives the 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 112, The Crossing at Spring Creek Unit 1

The property is owned by (insert owner's full name)

Northstar Elite Custom Homes, LLC

This OSSF shall be covered by a continuous service policy 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 as prescribed by law. 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 may be obtained from the Comal County Public Health Department.

WITNESS BY HAND(S) ON THIS 27 DAY OF September 2023

Northstar Elite Custom Homes, LLC

Jason Hornsby

Please print Owner name

signature

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 27 DAY OF September 2023

Notary's Signature:

Texas

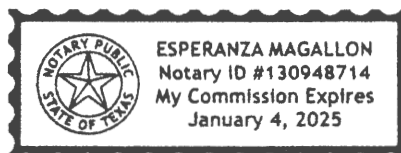
Notary Public, State of

Notary's Name Printed:

Esperanza Magallon

My Commission Expires:

January 4, 2025



Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
11/09/2023 02:27:41 PM  
CHRISTY 1 Page(s)  
202306035713



Bobbie Koepf

**RECEIVED**

By Brandon Olvera at 8:22 am, Feb 26, 2024

# WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

North Star Elite Custom Homes LLC

Residential



Initial Contract



Site Address

439 Hidden Springs, Spring Branch, TX 78070

Agency

Comal County

Email

flugd2002@yahoo.com

Phone

(830) 885-6833

Permit Number

116889

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: 600 Max GPD

## AGREEMENT

### I. General:

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

### II. Dates:

This agreement is for an initial 2-year maintenance contract and begins once the License to Operate (LTO) has been issued.

### III. Services by Contractor:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.
5. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
6. Visit site within 48 hours of a service request.
7. Provide Customer Support line at 855-560-9909.

**IV. Client Responsibilities:**

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

**V. Access By Contractor:**

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

**VI. Termination of This Agreement:**

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

**VII. Limitation of Liability:**

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

**VIII. Payment Terms:**

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

**IX. Severability:**

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

North Star Elite Custom Homes LLC

DocuSigned by: Customer Name

North Star Elite Custom Homes LLC

4C2F04102CE6405...

Customer Signature

Luna Environmental / Ryan Seidensticker

Maintenance Provider Name

Ryan Seidensticker

License # MP0001708

Maintenance Provider Signature

Additional Comments / Special Terms



# OSSF SOIL EVALUATION FORM

Owners Name North Star E.I.P  
 Physical Address: David Elugath  
 Name of Site Evaluator \_\_\_\_\_  
 Date Performed: \_\_\_\_\_ Proposed Excavation Depth: \_\_\_\_\_

**Requirements:**

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil evaluation must be shown on the application site drawing or designer's site drawing.  
 For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.  
 Please describe each soil horizon and identify any restrictive features in the space provided below. Draw lines at the appropriate depths.

SOIL BORING NUMBER _____						
Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III-blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observations
0	N/A					
1						
2						
3						
4						
5						

SOIL BORING NUMBER _____						
Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III-blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observations
0	N/A					
1						
2						
3						
4						
5						

## FEATURES OF SITE AREA

Presence of 100 year flood zone	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Presence of adjacent ponds, streams, water impoundments	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Existing or proposed water well in nearby area	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Organized sewage available to lot or tract	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Recharge features within 150 feet	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>

I certify that the above statements are true and are based on my own field observations.

\_\_\_\_\_ #9620  
 Signature of Site Evaluator

10-6-23  
 Date

## SEPTIC DESIGN FOR AEROBIC TREATMENT OF WASTEWATER

OWNER & SITE LOCATION: Northstar Elite Custom Homes, 439 Hidden Springs

DESIGN SPECIFICATIONS: This design is for a 4 bdrm less than 3,500 sq. ft. house, using water saving devices. The projected wastewater usage is 360 gallons per day.


SITE EVALUATION: The area of effluent treatment has a slope of less than 15 percent. The site is supporting a good stand of native grasses. Owner requested Aerobic Treatment so no profile holes were dug. No recharge features were found within 150 feet of the spray discharge area. No water runs, or dry creeks are located in the treatment area. This site is not located in the Edwards recharge zone. The location is not in the 100-year Floodplain. Spray area is 20' from the property line a timer will be used and will spray between midnight and 5am.

SYSTEM DISCRIPTION: The system will use a 600 GPD Aerobic wastewater treatment plant off the TCEQ approved list. The pipe from the house to the 440 gallon pretreatment tank will be a 3" or 4" PVC sch. 40 pipe. The pretreatment tank is to be connected to the Aerobic center by 4" sch 40. The Aerobic tank is connected to a stack feed chlorinator and then to the 760 gallon pump tank by 4" sch 40 The manifold pipe to the sprinklers is to be 1" sch. 40 PVC pipe. Audio & visual alarm required. The system is to be installed as to manufactures instruction.

CALCULATIONS: No. of Bedrooms: 4 bedroom  
Wastewater Flow: 360gpd  
Application Rate: 0.064gal/ft. x ft/day  
Min. Area Required:  $360\text{gpd}/0.064$   
 $= 5,625\text{sq. ft.}$   
Actual Spray Area  $2(30 \times 30 \times 3.14) = 5.652\text{ sq ft}$

### PUMP TANK CALCULATIONS:

Pump of at 15" above floor = 253 gal.  
Pump on at 27" above floor = 203 gal.  
Alarm on 34" above floor = 118 gal.  
Total Effluent = 575 gal.  
Reserve (1000 - 575) gallons = 425gal.  
Reserve Required  $(360 \times 1/3) = 120\text{ gal.}$



Firm # 11631  
6-11-2023

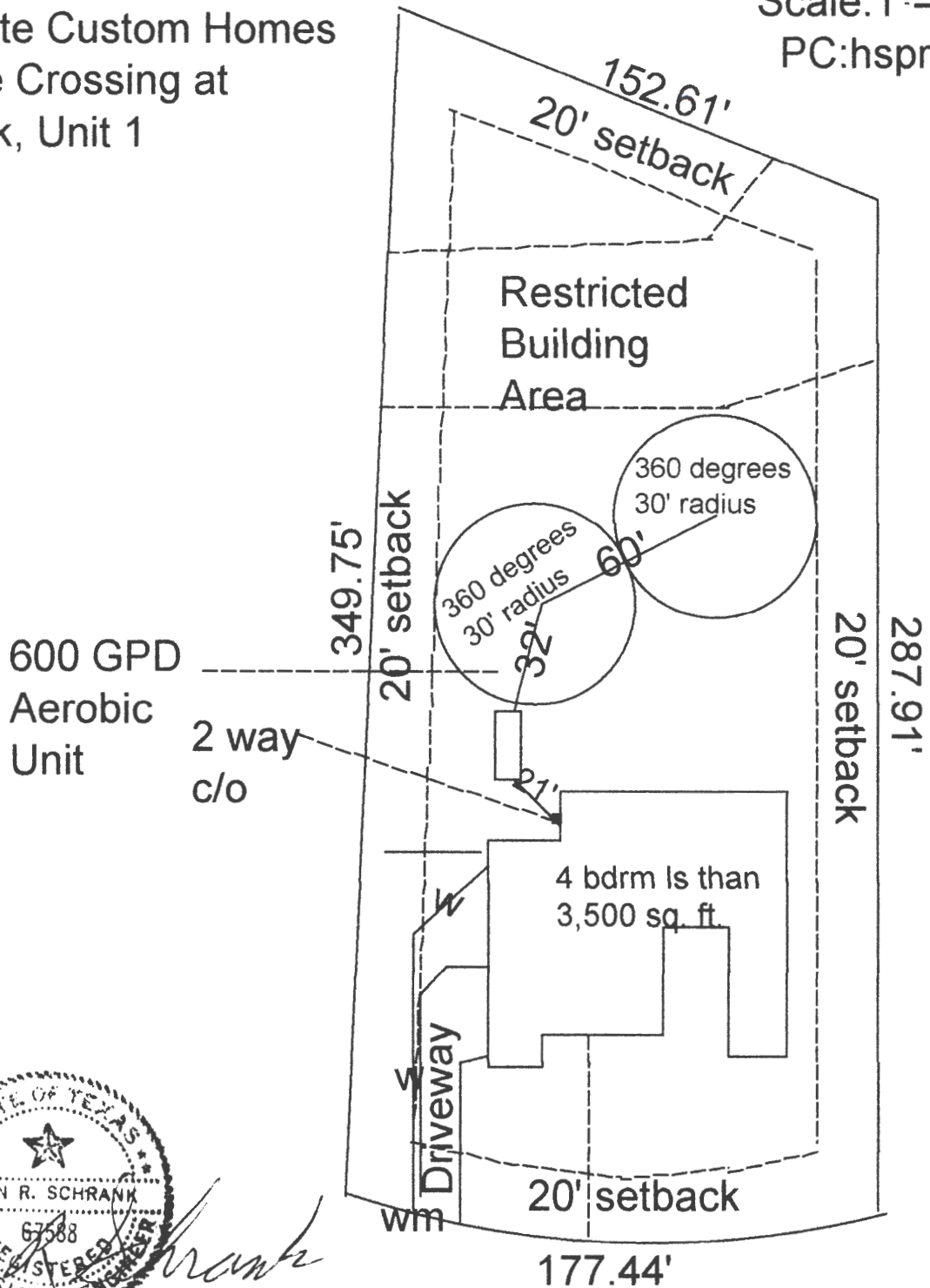
PUMP AND SPRINKLER SECSIFICATIONS: 2 sprinklers, with a 30' radius each with an arc of 360 degrees'. Pump to be a 10-20 gallon 1/2 hp shallow well pump.

LANDSCAPING: Type II or Type III, soils must be placed over all exposed surface rock. All areas must be seeded with Rye or Bermuda grass or a combination of both.

AFFIDAVIT AND MAINTENANCE: An Affidavit that has been certified and duly recorded at the Count Clerks Office must be submitted. A Maintenance Contract between the owner and an Authorized maintenance company must be submitted and included for a two year period under the original contract of installation, at the end of two years and will be renewed each year after for the life of the system.

Northstar Elite Custom Homes  
Lot 112, The Crossing at  
Spring Creek, Unit 1

Scale: 1" = 50'  
PC:hsprings



*Vern R. Schrank*  
Firm # 11631  
6-11-2023

439 hidden springs





## TWO YEAR WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

1. General: This work for hire agreement (known as "Agreement") is entered into by and between Northstar Elite Custom Homes, LLC (known as "Customer") and **(David Flugrath)**. By this agreement, Flugrath Construction and its employees (known as "Contractor") agree to render services at the site address stated below, and customer agrees to fulfill her or their responsibilities, as best he or she or they can. The designed flow rate for this system is a maximum of 300 gallons per day.

2. Effective dates: This agreement commences on 10/23 and ends on 10/25 for a total of (2) TWO year. The (T. C. E. Q. ) Texas Commission on Environmental Quality requires that a contract be in effect at all times. This start date is this contract shall be the date of the License to Operate is renewed.

3. Termination of agreement: This agreement may be terminated by both parties with thirty (30) days written notice. Either party may terminate, without fault or liability of the terminating party. If this agreement is terminated: wither 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.

4. Services: Contractor Will:

A. Inspect and perform upkeep on OSSF Facility as recommended by system manufacturer and State and local Regulatory Authority for a total of 3 visits per year.

B. Provide written records of each visit by means of tag attached to control panel.

C. Repair or replace any component of the OSSF operable any of the monitoring visits. If such services are not under warranty, customer is responsible for the cost of parts and labor. Contractor is authorized to make repairs and bill customer accordingly as to the State and Regulatory costs.

D. Provide same collection, testing, and S and BOC samples yearly.

E. Forward copy of this agreement and reports to the regulatory agency and customer within 10 days.

F. Respond to customer request for scheduled requests within 48 hours of the date of notification unless costs are covered under the warranty, unscheduled requests will be billed to customer.

5. Chlorination is the responsibility of the customer.

6. Performance of Agreement: Performance by Contractor under this agreement is conditional on the following conditions:

A. Contractors receipt of original copy of monitoring agreement.

B. Contractors receipt of payment of Wastewater monitoring fee.

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

7. Customer 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, like dogs and other animals, needed to allow access and the proper function of the OSSG to allow Contractor safe and easy access to the OSSF including gate codes and combinations to locks.

B. Protect OSSF equipment from physical damage including by and not limited to the damage caused by ants and insects.

C. Maintain and abide by the conditions and limitations of the license to operate for and OSSF from the state and local regulatory agency and manufacturers recommendations.

D. It is the customers responsibility to notify the contractor of any or all alarms or problems immediately.

E. Allow for samples of OSSF be obtained by contractor of evaluating the OSSF's performance.

F. Prevent backwash or flushing of water treatment or conditioning equipment from enter OSSF.

G. Prevent hydraulically overloading OSSF by introducing more than \_\_\_\_\_ gallons a day into the system.

Drain lines may discharge into the surface application pump tank if approved by system designer.

H. Schedule for pumping and cleaning of all tanks when recommended by contractor is at customers expense.

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

J. Pay promptly and fully, all contractors fees, bills or invoices as described herein.

8. Access by Contractor: Contractor is granted easement to the OSSF for purpose of servicing described: Contractor may enter property during normal business hours without prior notice to customer to service or repair of OSSF. Contractor is not responsible for the uneven settling of the soil.

9. Limited Liability: Contractor shall not be held liable for any incidental, consequential or special damages or for economic loss due to expense or 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 held liable in an amount exceeding the total fee for services amount paid by customer under this agreement.

10. Fee for Services: The fee for the basic services described in this agreement is \$350.00 per year unless this is an initial monitoring agreement of a new installation. This fee does not include any equipment materials, or labor cost for non-warranty or unscheduled repairs. This fee doesn't include the cost of pumping the system upon contractor's advice to do so.

11. Payment: Fees for services of a 1-year contract are as follows:

A. \$350.00 per 1 years in full amount due on signing the monitoring agreement.

C. Payments for invoices are due upon receipt and any checks returned will be charged \$35.00 fee.

12. Application or transfer of payment: The fees paid for this agreement may be transferred to the subsequent property owner(s). The customer will advise the subsequent owner(s) of the requirement that they sign a replacement agreement authorizing contractor to perform services, and accepting customer responsibilities. This replacement agreement must be signed and received in the contractor's office within ten (10) days of date of transfer of property. Contractor will continue existing contract or license to date is ends in one year of that date.

13. Entire agreement: This agreement contains the entire agreement of the parties and no other promises or conditions in any other agreement, oral or written.

DAVID FLUGRATH, CONTRACTOR, CONSTRUCTION, EXAMINER, TALL, AND SITE INSPECTOR LICENSE # OS1648, ADDRESS: 15 LONE OAK, MCKINNEY, TX 78115, CERTIFIED SERVICE PROVIDER, SOLAR, LOT, PRO, AQUA LIFE, AIRE, N, CO, CAJUN AIRE, MEMBER: ON SITE WASTE, SOCIAL, AND TION, WASTEWATER RECYCLING, CIAN.

CUSTOMER NAME: Northstar Elite Custom Homes  
SITE ADDRESS: 439 Hidden Springs  
CITY: Spring Branch  
STATE & ZIP: TX, 78070  
PERMIT #

REGULATORY AUTHORITY / COUNTY: Comal

ATU BRAND: MODEL: SERIAL #:

Acceptance of this agreement: The above prices, specification, and conditions are satisfactory and are hereby accepted. You are authorized to perform the services as specified. Payment will be made as outlined above. 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.

DAVID FLUGRATH: [Signature]

CUSTOMER NAME: Northstar Elite Custom Homes, LLC

PLEASE PRINT NAME

CUSTOMER SIGNATURE [Signature]

ONLY ONE PERSON NEED SIGN

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

Date:

July 25, 2023

Preserve Title Company LLC

Grantor:

Chad Buffington and Linda Buffington

GF# 010812

Grantor's Mailing Address: 439 Hidden Springs Dr

(including county)

Spring Branch, Comal County, TX 78070

Grantee:

Northstar Elite Custom Homes, LLC

Grantee's Mailing Address: 8603 Hwy 281 N., Ste 200

(including county)

Spring Branch, Comal County, TX 78070

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and a note of even date in the principal amount of Five Hundred Thirty Thousand Four Hundred Seventy-Nine and no/100 DOLLARS (\$530,479.00) executed by Grantee payable to the order of Centennial Bank. The note is secured by a vendor's lien retained in favor of Centennial Bank in this deed and by a deed of trust of even date from Grantee to PLA Services, Inc., Trustee.

Property (including any improvements):

Lot 112, The Crossing at Spring Creek, Unit One, situated in Comal County, Texas, according to Plat recorded in Volume 15, Pages 246-254, Map and Plat Records, Comal County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to any easements, conditions, mandatory homeowners assessments and/or restrictions of record affecting the title to the hereinbefore described property.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and 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 shall become absolute.

Centennial Bank, 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 described above. The vendor's lien and superior title to the property are retained for the benefit of Centennial Bank and are transferred to that party without recourse on Grantor.



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

\* [Signature]  
Chad Buffington

\* [Signature]  
Linda Buffington

✓ <sup>(25)</sup>  
THE STATE OF ~~TEXAS~~ Alabama }  
COUNTY OF Lee

(Acknowledgment)

This instrument was acknowledged before me on the 25 day of July, 2023  
by Chad Buffington

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

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

✓ [Signature]  
Notary Public, State of ~~Texas~~ Alabama

Vikki A Reed  
Notary's Name (printed)

Sept 11, 2023  
Notary's commission expires

Vikki A Reed  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
September 11, 2023

(Acknowledgment)

✓ <sup>(23)</sup>  
THE STATE OF ~~TEXAS~~ Alabama }  
COUNTY OF Lee

This instrument was acknowledged before me on the 25 day of July, 2023  
by Linda Buffington

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

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

✓ [Signature]  
Notary Public, State of Texas

Vikki A Reed  
Notary's Name (printed)

Sept 11, 2023  
Notary's commission expires

Vikki A Reed  
Notary Public, State of Alabama  
Alabama State At Large  
My Commission Expires  
September 11, 2023

THE STATE OF TEXAS

}

(Acknowledgment)

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by

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

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

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Name (printed)

\_\_\_\_\_  
Notary's commission expires

THE STATE OF TEXAS

}

(Acknowledgment)

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

by

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

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

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Name (printed)

\_\_\_\_\_  
Notary's commission expires

AFTER RECORDING RETURN TO:

Nordstar Elite Custom Homes, LLC  
8603 Hwy 281 N., Ste 200  
Spring Branch, TX 78070

PREPARED IN THE LAW OFFICE OF:

MORTON W. BAIRD II  
242 W. Sunset, Suite 201  
San Antonio, Texas 78209

**Filed and Recorded**  
**Official Public Records**  
**Bobbie Koepp, County Clerk**  
**Comal County, Texas**  
**07/26/2023 11:05:00 AM**  
**TERRI 3 Pages(s)**  
**202306023667**



*Bobbie Koepp*