

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

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

**Comal County Environmental Health
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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3) (B)285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 117043
Issued This Date: 01/12/2024
This permit is hereby given to: Partner Home and Property LLC

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

426 MYSTIC SHORES BLVD
SPRING BRANCH, TX 78070

Subdivision: Mystic Shores
Unit: 3
Lot: 316
Block: -
Acreage: 1.5300

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.



ON-SITE SEWAGE FACILITY APPLICATION

Date _____ Permit Number 117043

1. APPLICANT / AGENT INFORMATION

Owner Name <u>Partner Home and Property, LLC</u>	Agent Name <u>Doug Dowlearn R.S.</u>
Mailing Address _____	Agent Address <u>703 Oak Dr.</u>
City, State, Zip _____	City, State, Zip <u>Blanco, TX 78606</u>
Phone # _____	Phone # <u>210-878-8100</u>
Email _____	Email <u>TXSEPTIC@GMAIL.COM</u>

2. LOCATION

Subdivision Name Mystic Shores Unit 3 Lot 316 Block _____
 Survey Name / Abstract Number _____ Acreage 1.5300
 Address 426 Mystic Shores Blvd 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 3156

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: \$ 600,000.00 (Structure Only)

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

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

Source of Water Public Private Well 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]
Signature of Owner

12/14/23
Date

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

Planning Materials & Site Evaluation as Required Completed By _____

System Description _____

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

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

Gallons Per Day (As Per TCEQ Table III) _____

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ.)

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

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

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

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

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

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

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

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

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

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

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

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____

By signing this application, I certify that:

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

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



Signature of Designer

Date

**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

The Texas Health and Safety Code, Chapter 306 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

An OSSF requiring a maintenance contract, according to 38 Texas Administrative Code § 285.81 (12) will be installed on the property described as (insert legal description)

MYSTIC SHORES, UNIT THREE, LOT 316

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

PARTNER HOME AND PROPERTY, LLC

The 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.

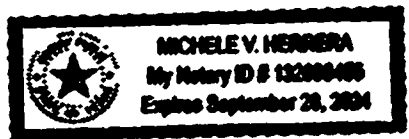
WITNESS BY HAND(S) ON THIS 14th DAY OF December, 2023

Owner(s) signature(s)

(PRINTED NAME) / TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 14th DAY OF December, 2023

Notary Public, State of Texas
Notary's Printed Name: Michele V. Herrera
My Commission Expires: 09/23/2024



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
12/21/2023 08:25:12 AM
MARY 1 Pages(s)
202306039751

 *Bobbie Koepf*

WASTEWATER TREATMENT FACILITY MAINTENANCE AGREEMENT

Regulatory Authority _____

Tyler Mason
A&R Construction LLC &
Cisco Septic Service
(830) 837-0050
(210) 598-9090

Permit/License Number _____

Customer Partner Home and Property

Site Address 426 Mystic Shores Blvs

City Spring Branch Zip 78070

Mailing Address _____

County COMAL Map # _____

Phone 210-218-3262

Email john.partnerhp@gmail.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Partner Home and Property LLC (hereinafter referred to as "Customer") and A&R Construction, LLC & Cisco Septic Service. By this agreement, A&R Construction, LLC & Cisco Septic Service 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 County issue of License to Operate (LTO) and ends on _____ (two (2) years thereafter). 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:

- 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 comprised of items required as per the manufacturer, the controlling regulatory board, and deemed by the Contractor as necessary for proper OSSF operation.
- Provide a written record of visits to the site.
- 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.
- Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

Customer Responsible. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.


Customer's Initials


Contractor's Initials

____ Contractor Responsible. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Contractor.
____ Not Required. The installed septic system does not require disinfection.

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. 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 all 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, abide by the conditions and limitations of that license, and all requirements for an 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 needed to diagnosis an issue. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.
- g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
- h. Prevent the condensation from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
- i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contactor, at Customer's expense.
- j. Maintain site drainage to prevent adverse effects on the OSSF.
- k. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

IX. Access by Contractor:

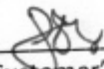
Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein.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



Customer's Initials



Contractor's Initials

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

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to Indemnitees with respect to all rights Indemnitees may have against third parties with respect to matters as to which Customer provides indemnity and/or defense to Indemnitees. No Indemnification is provided to Indemnitees when the liability or loss results from (1) the sole responsibility of such Indemnitee; or (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees of and from any action that is subject to this Indemnification provision. Indemnitees hereby covenant not to compromise or settle any claim or cause of action for which Customer has provided Indemnification without the consent of Customer.

XII. Severability:

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

XIII. Fee for Services:

The Fee for Services does not include any fees for equipment, material, labor necessary for non-warranty repairs, unscheduled inspections, or Customer requested visits to the site.

XIV. Payment:

Full payment is due upon execution of this Agreement. For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 return check fee.

XV. Application or Transfer of payment:

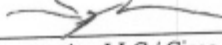
The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section III.

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.


Customer Signature

12/14/23
Date


A&R Construction LLC / Cisco Septic Service
Tyler Mason
Contractor
MP#0002228


Customer's Initials


Contractor's Initials

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

January 1, 2024

RE: 426 Mystic Shores Blvd

To Whom It May Concern:

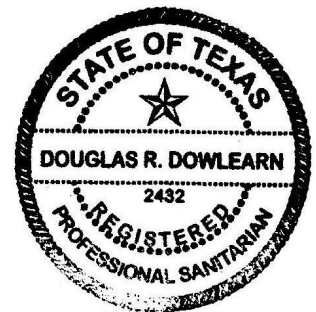
I am requesting a variance for the placement of a spray disposal area 10 feet from the property line, but less than 20 feet from the property line as Comal County regulations require. This variance is requested due to limited space. This setback complies with TCEQ CHAPTER 285 rules Table X. requirements.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

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

Sincerely,



Douglas R. Dowlearn, R.S.



OSSF SOIL EVALUATION REPORT INFORMATION

Date: 1/3/2023

Applicant Information:

Name: Partner Home and Property LLC

Address:

City, State & Zip Code:

Phone:

Email:

Site Evaluator Information:

Name: Douglas R. Dowlearn

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

Address: 703 Oak Drive

City, State & Zip: Blanco, TX 78606

Phone: (210)240-2101 **Fax:** (866)260-7687

Email: txseptic@gmail.com

Subdivision: Mystic Shores **Lot:** 316 **Unit:** 3
Street/Road Address: 426 Mystic Shores Blvd
City: Spring Branch **Zip:** 78070
Additional Info: Comal County

Installer Information:

Name:

Company:

Address:

City, State & Zip:

Phone:

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

DESIGN SPECIFICATIONS

Application Rate (RA): 0.064

OSSF is designed for: 4 BR 3156 Sq. Ft. House
300 gallons per day

An aerobic treatment/spray disposal system is to be utilized based on the site evaluation.
4688 sq. ft. disposal area required
600 gallon/day aerobic tank required

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

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: YES

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: Douglas R. Dowlearn, R.S.

Signature:



License No. OS9902 – Exp. 6/30/2026

TDH: #2432 – Exp. 2/28/2025

D.A.D SERVICES, INC.
DOUG DOWLEARN
PO BOX 212, BULVERDE, TX. 78163
Designed for:
Partner Home and Property, LLC

The installation site is at Unit 3, Lot 316 of the Mystic Shores subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 4-bedroom (3156 sqft) residence. The proposed method of wastewater management is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 3" or 4" PVC pipe will discharge from the structure to a NuWater B-550 aerobic treatment plant, containing a 353-gallon pretreatment tank, a 600 GPD aerobic treatment unit, and a 768-gallon pump tank equipped with a liquid chlorinator and a 20-gpm submersible pump. Distribution is through 3 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles at 40psi; each at 180 degrees of arc and 32' radii. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 300 gpd
Application rate: 0.064
Application area required: $300/.064 = 4688$ sqft.
Application area utilized: 4746 sqft.
Pump tank reserve capacity: 100 gal minimum

SYSTEM COMPONENTS:

3-4" SCH 40 PVC sewer line
NuWater B-550
 353-gallon Pretreatment tank
 600 GPD Aerobic Treatment Unit
 768-gallon Pump tank with timed controls
 set to distribute in the predawn hours of midnight to 5AM
 C-1 20X, Model no. 20XC1-05P4-2W115 (or equivalent) submersible pump
 Liquid chlorinator
1" purple PVC supply line
3 K-Rain Gear Driven pop-up sprinklers (#3 Nozzles)



A handwritten signature in blue ink, appearing to read "Douglas R. Dowlearn", positioned below the professional seal.

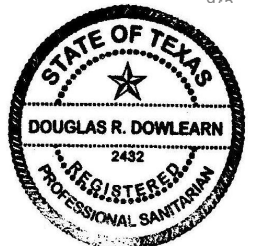
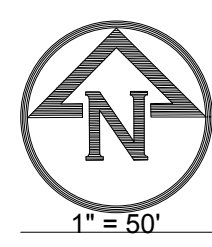
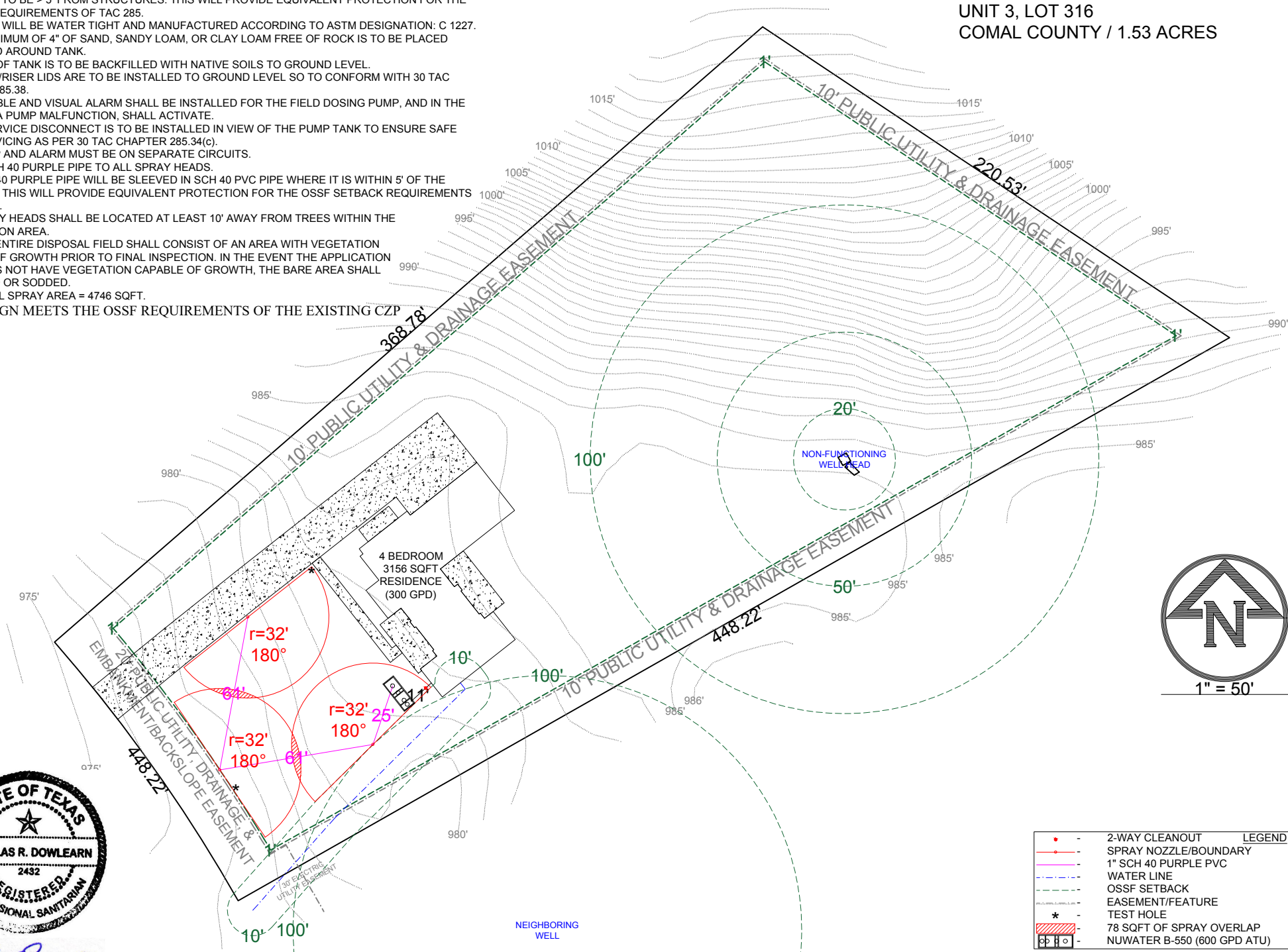
LANDSCAPING:

The entire surface application area must consist of an area with vegetation capable of growth, before system start up. In the event the surface application area does not have vegetation capable of growth, the bare area shall be seeded or sodded. If the non-vegetative area consists of rock or caliche, 3" of class II or III soil, capable of growing and sustaining vegetative growth, will be added before it is seeded or sodded.

PARTNER HOME AND PROPERTY, LLC
 426 MYSTIC SHORES BLVD
 SPRING BRANCH, TX. 78070
 MYSTIC SHORES
 UNIT 3, LOT 316
 COMAL COUNTY / 1.53 ACRES

- NOTES:
- WATER LINE WILL MAINTAIN GREATER THAN 10' SEPARATION FROM ANY PART OF THE OSSF. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 290.
 - CLEANOUT WITHIN 3' OF STRUCTURE.
 - PVC CONNECTING THE STRUCTURE TO THE TANK MUST HAVE AT MINIMUM 1/8" FALL PER 1'.
 - USE 3" OR 4" SCH 40 SEWER PIPE TO CONNECT STRUCTURE TO TANK.
 - TANK TO BE > 5' FROM STRUCTURES. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.
 - TANK WILL BE WATER TIGHT AND MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
 - A MINIMUM OF 4" OF SAND, SANDY LOAM, OR CLAY LOAM FREE OF ROCK IS TO BE PLACED UNDER AND AROUND TANK.
 - TOP OF TANK IS TO BE BACKFILLED WITH NATIVE SOILS TO GROUND LEVEL.
 - TANK/RISER LIDS ARE TO BE INSTALLED TO GROUND LEVEL SO TO CONFORM WITH 30 TAC CHAPTER 285.38.
 - AUDIBLE AND VISUAL ALARM SHALL BE INSTALLED FOR THE FIELD DOSING PUMP, AND IN THE EVENT OF A PUMP MALFUNCTION, SHALL ACTIVATE.
 - A SERVICE DISCONNECT IS TO BE INSTALLED IN VIEW OF THE PUMP TANK TO ENSURE SAFE PUMP SERVICING AS PER 30 TAC CHAPTER 285.34(c).
 - PUMP AND ALARM MUST BE ON SEPARATE CIRCUITS.
 - 1" SCH 40 PURPLE PIPE TO ALL SPRAY HEADS.
 - SCH 40 PURPLE PIPE WILL BE SLEEVED IN SCH 40 PVC PIPE WHERE IT IS WITHIN 5' OF THE DRIVEWAY. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE OSSF SETBACK REQUIREMENTS OF TAC 285.
 - SPRAY HEADS SHALL BE LOCATED AT LEAST 10' AWAY FROM TREES WITHIN THE DISTRIBUTION AREA.
 - THE ENTIRE DISPOSAL FIELD SHALL CONSIST OF AN AREA WITH VEGETATION CAPABLE OF GROWTH PRIOR TO FINAL INSPECTION. IN THE EVENT THE APPLICATION AREA DOES NOT HAVE VEGETATION CAPABLE OF GROWTH, THE BARE AREA SHALL BE SEEDED OR SODDED.
 - TOTAL SPRAY AREA = 4746 SQFT.

THIS DESIGN MEETS THE OSSF REQUIREMENTS OF THE EXISTING CZP

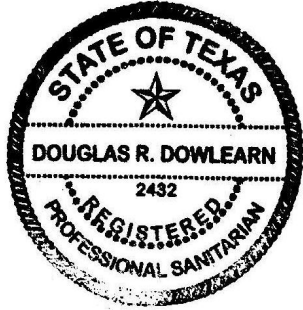


Douglas R. Dowlearn

LEGEND	
•	2-WAY CLEANOUT
—○—	SPRAY NOZZLE/BOUNDARY
—	1" SCH 40 PURPLE PVC
—	WATER LINE
- - -	OSSF SETBACK
- - -	EASEMENT/FEATURE
*	TEST HOLE
▨	78 SQFT OF SPRAY OVERLAP
□	NUWATER B-550 (600 GPD ATU)

Assembly Details

OSSF



Douglas R. Dowlearn

- 46-53" - (7") RESERVE - 101.43 GAL
- 46" - ALARM ON
- 13-46" - (33") WORKING LEVEL - 478.17 GAL
- 13" - PUMP ON
- 10-13" - (3") TETHER - 43.47 GAL
- 10" - PUMP OFF
- 0-10" - (10") SUMP - 144.9 GAL

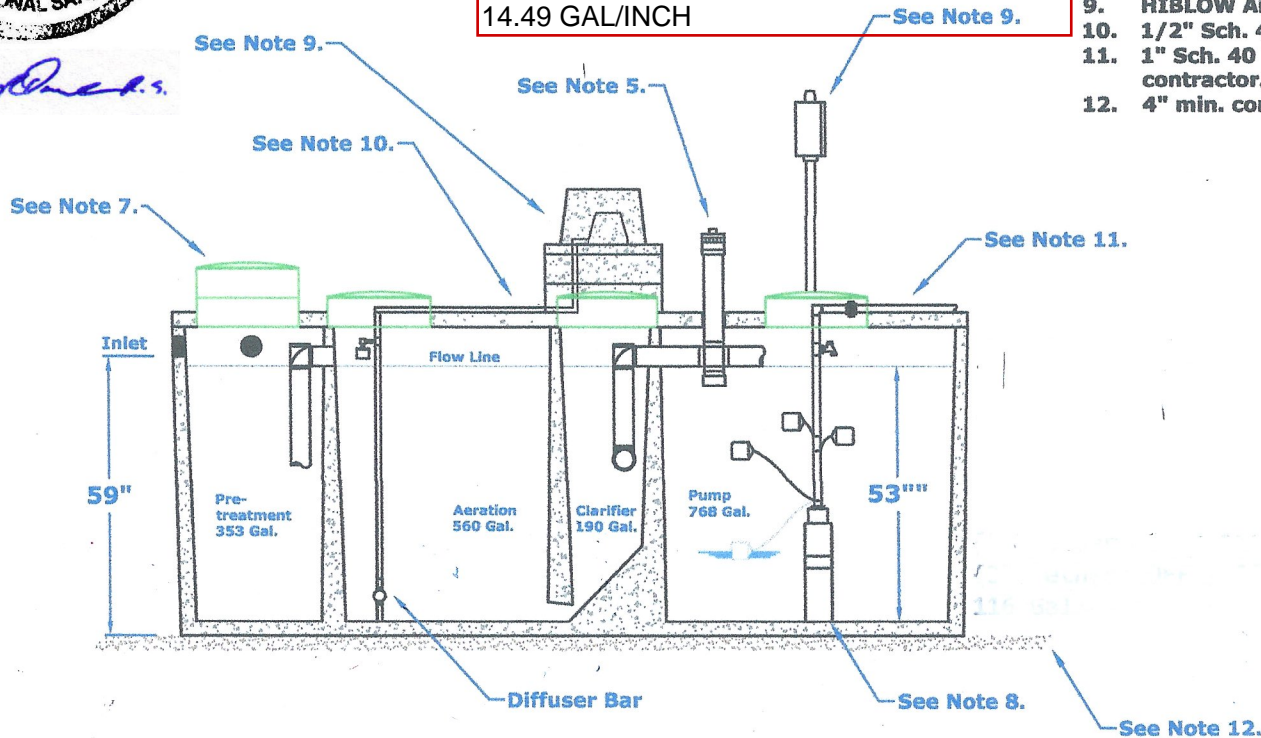
NOTE: SET ON TIMER TO DOSE IN THE PREDAWN HOURS OF MIDNIGHT TO 5AM

300 GALLONS PER DAY MAXIMUM

LIQUID DEPTH = 53"
14.49 GAL/INCH

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 beedroom, < 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"

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

Model: B-550-PC-400PT

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

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

Advantage
Wastewater Solutions, LLC

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

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

GENERAL WARRANTY DEED

Date: October 25, 2023

Grantor: DELSA LARAE ANTONICHUK A/K/A DELSA LARAE TODD, a single person

Grantor's Mailing Address: 128 Abamillo Dr., Bastrop, TX 78602

Grantee: PARTNER HOME & PROPERTY, LLC, a Texas limited liability company

Grantee's Mailing Address, and after Recording, Return to: 31540 Beck Rd., Bulverde, TX 78163

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

Property (including any improvements):

Lot 316, MYSTIC SHORES, UNIT THREE, according to map or plat recorded in Volume 13, Page 362, Comal County, Texas Map and Plat Records.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

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

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

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

Delisa Larae Antonichuk

DELSA LARAE ANTONICHUK,
a/k/a DELSA LARAE TODD

STATE OF TEXAS)

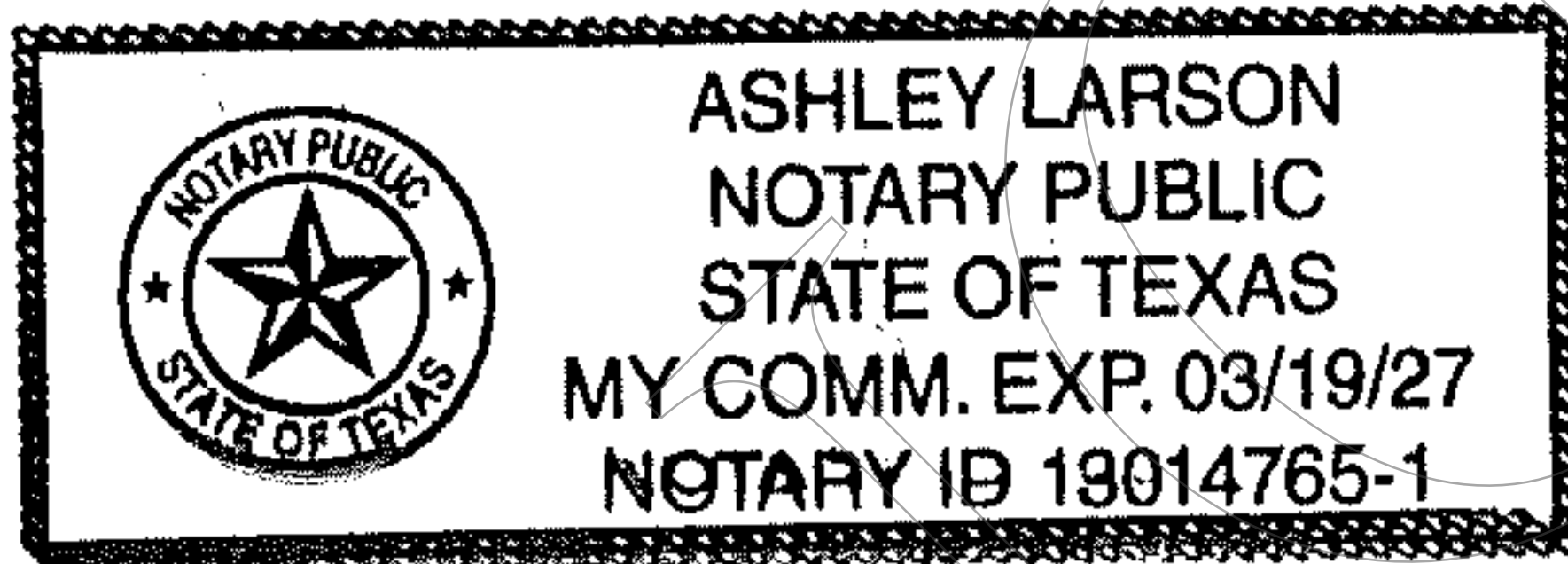
COUNTY OF COMAL)

This instrument was acknowledged before me on October 24, 2023 by DELSA LARAE ANTONICHUK A/K/A DELSA LARAE TODD.

*To be effective
10/25/23.*

Ashley Larson

Notary Public, State of Texas



**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
10/25/2023 02:37:25 PM
LAURA 2 Pages(s)
202306033954**



Bobbie Koepp

