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 1st Insp. 2nd Insp. 3rd Insp. Notes SITE AND SOIL CONDITIONS & 285.31(a) SETBACK DISTANCES Site and Soil 285.30(b)(1)(A)(iv) Conditions Consistent with Submitted Planning Materials 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i) SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback 285.91(10) Distances 285.30(b)(4) Meet Minimum Standards 285.31(d) SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, 285.32(a)(1) SDR 26) 3 SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per 285.32(a)(3) Foot SEWER PIPE Two Way Sanitary -Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 285.32(a)(5) degree bends) PRETREATMENT Installed (if required) TCEQ Approved List 285.32(b)(1)(G) PRETREATMENT Septic Tank(s) 285.32(b)(1)(E)(iii) Meet Minimum Requirements 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) 6 PRETREATMENT Grease Interceptors if required for 285.34(d) commercial

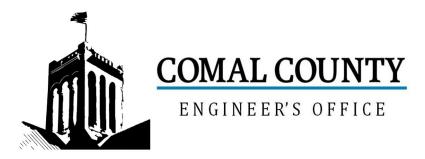
**Inspector Notes:** 

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and " T " Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum 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) (I)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1)(C) (ii)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)				
	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
	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 providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
	SEPTIC TANK Tank Volume Installed						
	PUMP TANK Volume Installed						
	AEROBIC TREATMENT UNIT Size Installed						
14	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)				

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	DISPOSAL SYSTEM Drip Irrigation						
			285.33(c)(3)(A)-(F)				
19							
	DISPOSAL SYSTEM Soil		205 22(4)(4)				
20	Substitution		285.33(d)(4)				
	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(4)				
			285.33(a)(3) 285.33(a)(1)				
24			285.33(a)(1) 285.33(a)(2)				
21	DISPOSAL SYSTEM Gravelless Pipe						
			285.33(a)(3)				
			285.33(a)(2)				
			285.33(a)(4) 285.33(a)(1)				
22							
	DISPOSAL SYSTEM Mound		285.33(a)(3)				
			285.33(a)(1)				
			285.33(a)(2) 285.33(a)(4)				
23	DISPOSAL SYSTEM Other						
	(describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
24			265.55(0)(4)				
	DRAINFIELD Absorptive Drainline 3" PVC						
	or 4" PVC						
25	DRAINFIELD Area Installed						
26							
	DRAINFIELD Level to within 1 inch						
	per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
27							
	DRAINFIELD Excavation Width						
	DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation						
	DRAINFIELD Depth of Porous Media						
	DRAINFIELD Type of Porous Media						
28							
	DRAINFIELD Pipe and Gravel -		205 22/5//4//5/				
29	Geotextile Fabric in Place		285.33(b)(1)(E)				
	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End						
	Plates w/Splash Plate, Inspection						
	Port & Closed End Plates in Place		285.33(c)(2)				
	(per manufacturers spec.)						
30							
	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length						
	& Width, and Adequate		285.33(d)(1)(C)(i)				
	Separation Distance between						
31	Trenches						

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.						
	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						
	PUMP TANK Secondary restraint system provided						
	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	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)(iv) 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)				
	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						
	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



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

Permit Number:	117060
Issued This Date:	02/05/2024
This permit is hereby given to:	Eric and Meikole Hall

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

# 757 JOHANNA RIDGE RD CITY OF BULVERDE, TX 78163

Subdivision:	Belle Oaks Ranch Phase VII
Unit:	-
Lot:	80R
Block:	10
Acreage:	2.2200

# 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.





# OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

Date Received Initials

117060

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 <u>must</u> accompany the completed application.

OOOI I China	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.

COMPLETE APPLICATION
Check No.
Receipt No.

01/05/2024

Date

INCOMPLETE APPLICATION — (Missing Items Circled, Application Refeused)

- · · - · · · · · ·

RECEIVED By Kathy Griffin at 3:11 pm, Jan 09, 2024 COMAL COUNTY ENGINEER'S OFFICE ENGINEER'S OFFICE		CATION	195 DAVID JONAS DR NEW BRAUNFELS, TX 78 (830) 608-2090 <u>WWW.CCEO.ORG</u>
Date 01/05/2024		Permit Number	117060
1. APPLICANT / AGENT INFORMATION			
Owner Name Eric and Meikole Hall	Agent Name	Doug Dowlearn R	R.S.
Mailing Address 757 Johanna Ridge Rd	Agent Address		
City, State, Zip Bulverde, TX 78163	City, State, Zip	Blanco, TX 78606	3
Phone # 410-218-0464	Phone #	210-878-8100	
Email ericjhalldc@gmail.com	Email	TXSEPTIC@GM/	AIL.COM
2. LOCATION			
Subdivision Name Belle Oaks Ranch, Phase VII	U	nit Lot	80R Block 10
Survey Name / Abstract Number			Acreage 2.22
Address 757 Johanna Ridge Rd	City Bulverde		te TX Zip 78163
3. TYPE OF DEVELOPMENT			
Single Family Residential			
Number of Bedrooms       6         Indicate Sq Ft of Living Area       4122         Non-Single Family Residential       (Planning materials must show adequate land area for doubling         Type of Facility	ate Number Of Occu	ipants	ts and disposal area)
			*****
Miscellaneous			
Estimated Cost of Construction: \$ 925,000 Is any portion of the proposed OSSF located in the United Sta Yes No (If yes, owner must provide approval from USACE for Source of Water Public Private Well Rainwa	or proposed OSSF impro		
4. SIGNATURE OF OWNER			
<ul> <li>By signing this application, I certify that:</li> <li>The completed application and all additional information submitted do facts. I certify that I am the property owner or I possess the appropriat property.</li> <li>Authorization is hereby given to the permitting authority and designate site/soil evaluation and inspection of private sewage facilities</li> <li>I understand that a permit of authorization to construct will not be issue by the Comal County Flood Damage Prevention Order.</li> <li>I affirmatively consent to the online posting/public release of my e-mail</li> </ul>	te land rights necessar ed agents to enter upor ed until the Floodplain	ry to make the permit n the above describe Administrator has pe	tted improvements on said ad property for the purpose erformed the reviews requi
( I boll Stal	01/05/2024		
Signature of Owner	Date		Page 1

# \* \* \* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \* \* \* <u>APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN</u> <u>ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE</u>

Planning Materials & Site Evaluation as Required Completed	Ву
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 obta	ain 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 Sa	nitarian (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 w	ith 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 be issued for the proposed OSSF until the proposed WPAP has been seen to be a seen to b	with all provisions of the proposed WPAP. A Permit to Construct will not 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 w	ith all provisions of the existing CZP.)
If there is no existing CZP, does the proposed development ac	tivity require a TCEQ approved CZP? 🔲 Yes 🔲 No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply issued for the proposed OSSF until the CZP has been approved by the transmission of the proposed of the proposed by the transmission of the proposed	with all provisions of the proposed CZP. A Permit to Construct will not be ne 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.

. 5.

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

and 6h

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 366 authonzes 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

H

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):

# Belle Oaks Ranch Phase VII, Block 10, Lot 80R

# (757 Johanna Ridge Rd, Bulverde, TX 78163)

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

Eric J. Hall and Meikole Hall

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**.

DAY OF January WITNESS-BY HAND(S) ON THIS ale (PRINTED NAME) /TITLE Qwner(s) signature(s)

STATE of TX COUNTY of BEHAP SWORN TO AND SUBSCRIBED BEFORE ME ON THIS SDAY OF anvar Notary Public, State of Texas

Notary Public, State of Texas Notary's Printed Name: <u>Mariah Amp</u>ena My Commission Expires: <u>12-15-24</u>



Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 01/05/2024 01:11:47 PM TERRI 1 Pages(s) 202406000469



# WASTEWATER TREATMENT FACILITY MAINTENANCE AGREEMENT

Regulatory Authority	Permit/License Number Customer Eric J. and Meikole Hall
Tyler Mason A&R Construction LLC & Cisco Septic Service	Site Address 757 Johanna Ridge Rd         City Bulverde       Zip 78163         Mailing Address 757 Johanna Ridge Rd
(830) 837-0050 (210) 598-9090	County COMAL     Map #       Phone 410-218-0464        Email_ericjhalldc@gmail.com

I. <u>General:</u> This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between **Eric J. and Meikole Hall** (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:

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 comprised of items required as per the manufacturer, the controlling regulatory board, and deemed by the Contractor as necessary for proper OSSF operation.

b. Provide a written record of visits to the site.

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.

# V. Disinfection:

 $\vec{\nu}$  Customer Responsible. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

Customér'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 Contactor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

e. Provide, upon request by Contractor, water usage records for the OSSF so that the Contractor can perform a proper evaluation of the performance of the OSSF.

f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance if 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

# THIS INDEMNITIFCATION 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.

01/05/2024 omer Signature Date

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





Contractor's Initials

# **OSSF SOIL EVALUATION REPORT INFORMATION**

Date: 1/9/2024 Applicant Infor Name: Eric and I Address: 757 Jo City, State & Zip Phone: 410-218 Email: ERICJHA	<b>mation:</b> Meikole Hall hanna Ridge <b>Code</b> : Bulve -0464	rde, TX 78163	Name: Dou Company: Address: 7 City, State & Phone: (21	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: Belle Oaks Ranch PhaseVIILot: 80R Block: 10 Street/Road Address: 757 Johanna Ridge Rd City : Bulverde Zip: 78163 Additional Info: Comal County			Name: Company: Address:	Company: Address: City, State & Zip:			
Depth	Texture Class	Soil Texture	<b>Structure</b> (For Class III – blocky, platy or massive)	<b>Drainage</b> (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 Same as above 60"

# **DESIGN SPECIFICATIONS**

Application Rate (RA): 0.064 OSSF is designed for: 6 Bedroom 4122 Sq. Ft Residence 420 gallons per day An aerobic treatment/spray disposal system is to be utilized based on the site evaluation. 6563 sq. ft. disposal area required 800 gallon/day aerobic tank required Calculations: Absorption Area: Q/RA= 420/0.064= 6563 Sq. Ft.

# 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: Douglas R. Dowlearn, R.S. Signature:

Angentenes.

License No. 0S9902 – 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: Hall Eric J & Meikole

The installation site is at Block 10, Lot 80R in the Belle Oaks Ranch Phase VII subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 6 bedroom(4122 sf) residence. The proposed method of wastewater treatment 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 residence to a pre-treatment tank, which flows into a 800 gpd aerobic treatment plant. The aerobic tank effluent flows to a 854 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is through 2 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying a radius of 33 feet at 40 psi. Each sprinkler will spray 360 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

# **DESIGN SPECIFICATIONS:**

Daily Waste Flow: 420 gpd Application rate: 0.064 Application area required: 420/.064 = 6563 ft. sq. Application area utilized: 6842 sq. ft. Pump tank reserve capacity: 140 gal minimum

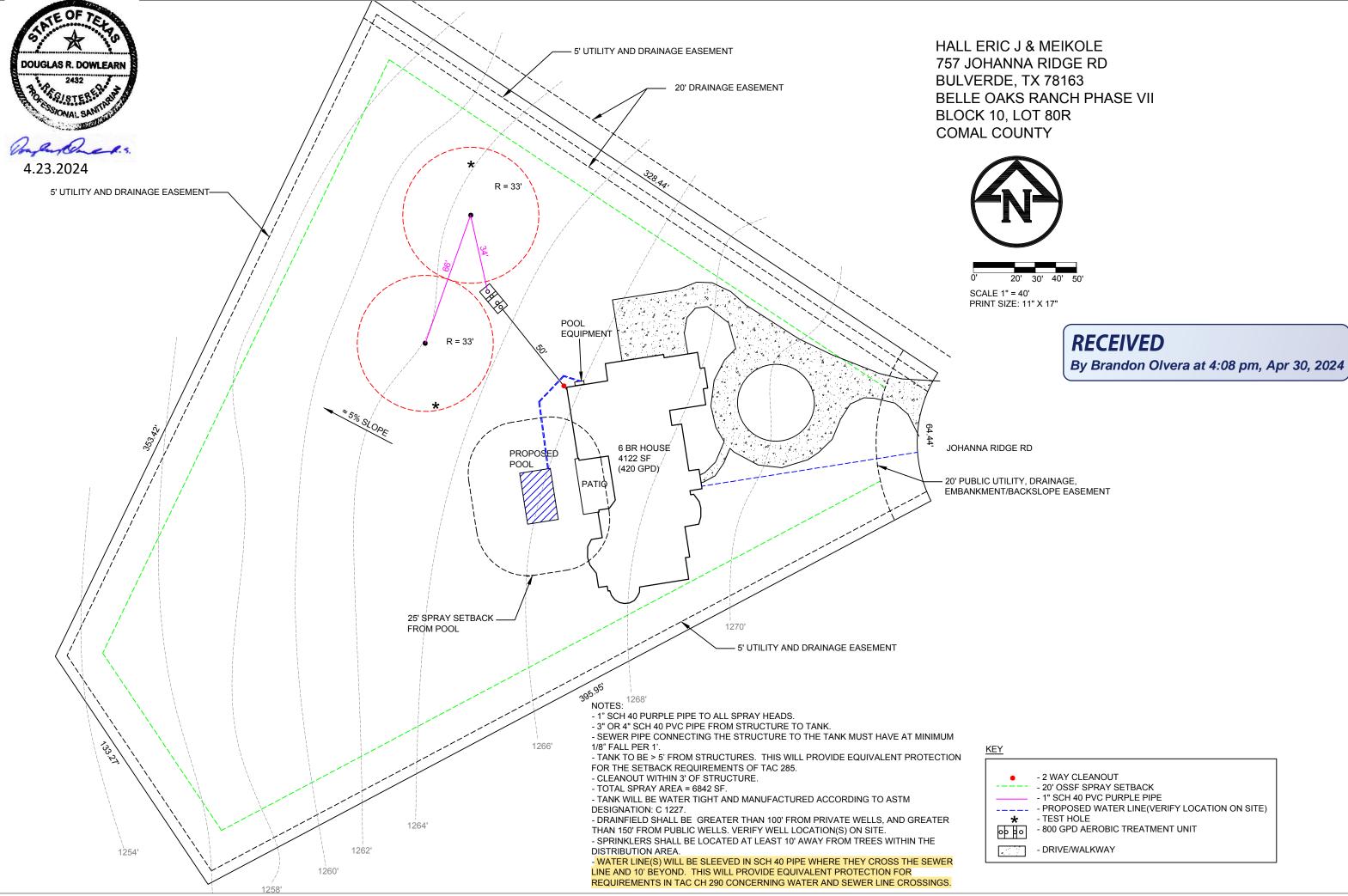


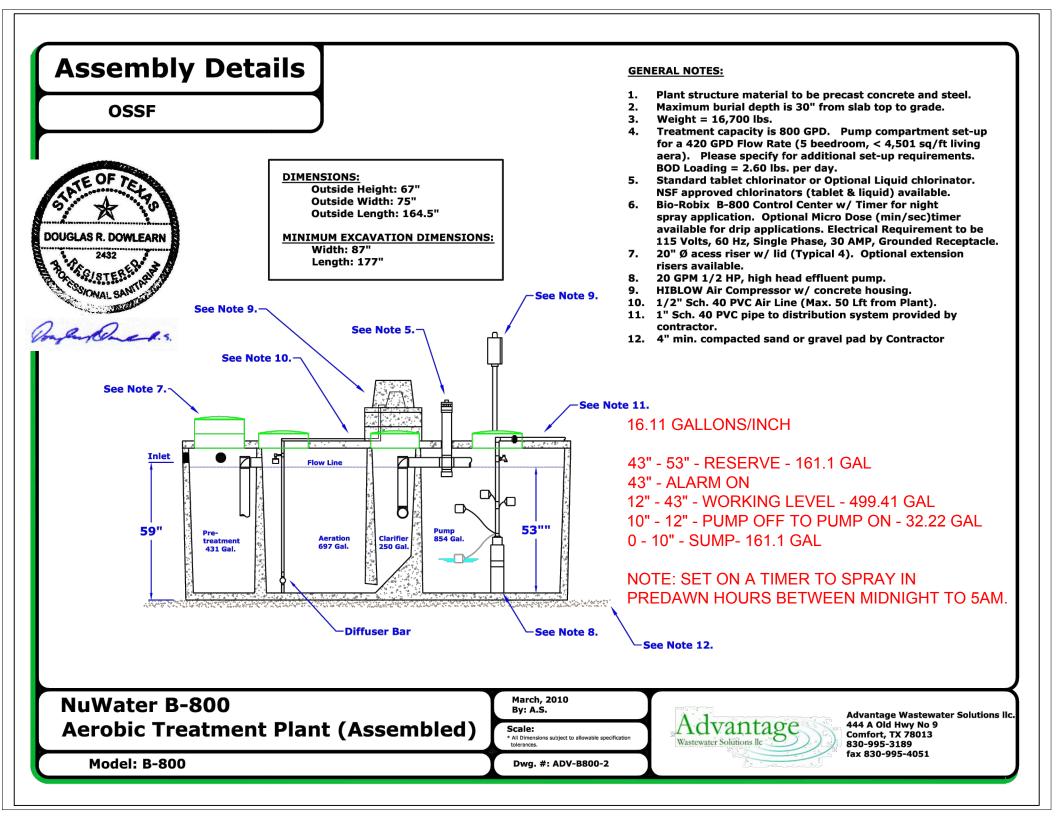
# SYSTEM COMPONENTS:

SCH 40 PVC sewer line
1" purple PVC supply line
800 gpd aerobic treatment plant with timed controls set to spray in the pre-dawn hours of midnight to 5:00 am Liquid chlorinator
Pre-treatment tank and 854 gallon pump tank
C-1 20X, Model no. 20XC1-05P4-2W115 (or equivalent) submersible pump
2 K-Rain Gear Driven pop-up sprinklers

# 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.





# CI SERIES CISTERN PUMPS

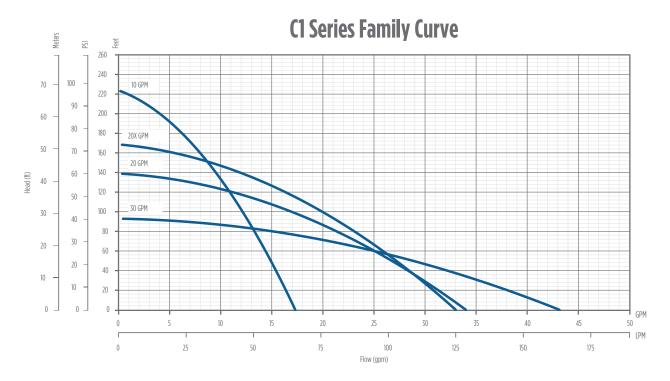
Designed for use in gray water / filtered effluent service applications, the CI Series cistern pump provides high performance and long life in less than ideal water conditions. The CI Series pump is able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components.

The pump's unique bottom suction design allows for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, CI Series pumps are suitable for use in agricultural, residential, and commercial installations.



C<sup>1</sup>SERIES

franklinwater.com



# FEATURES

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, ½ hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot SJOOW jacketed lead

# APPLICATIONS

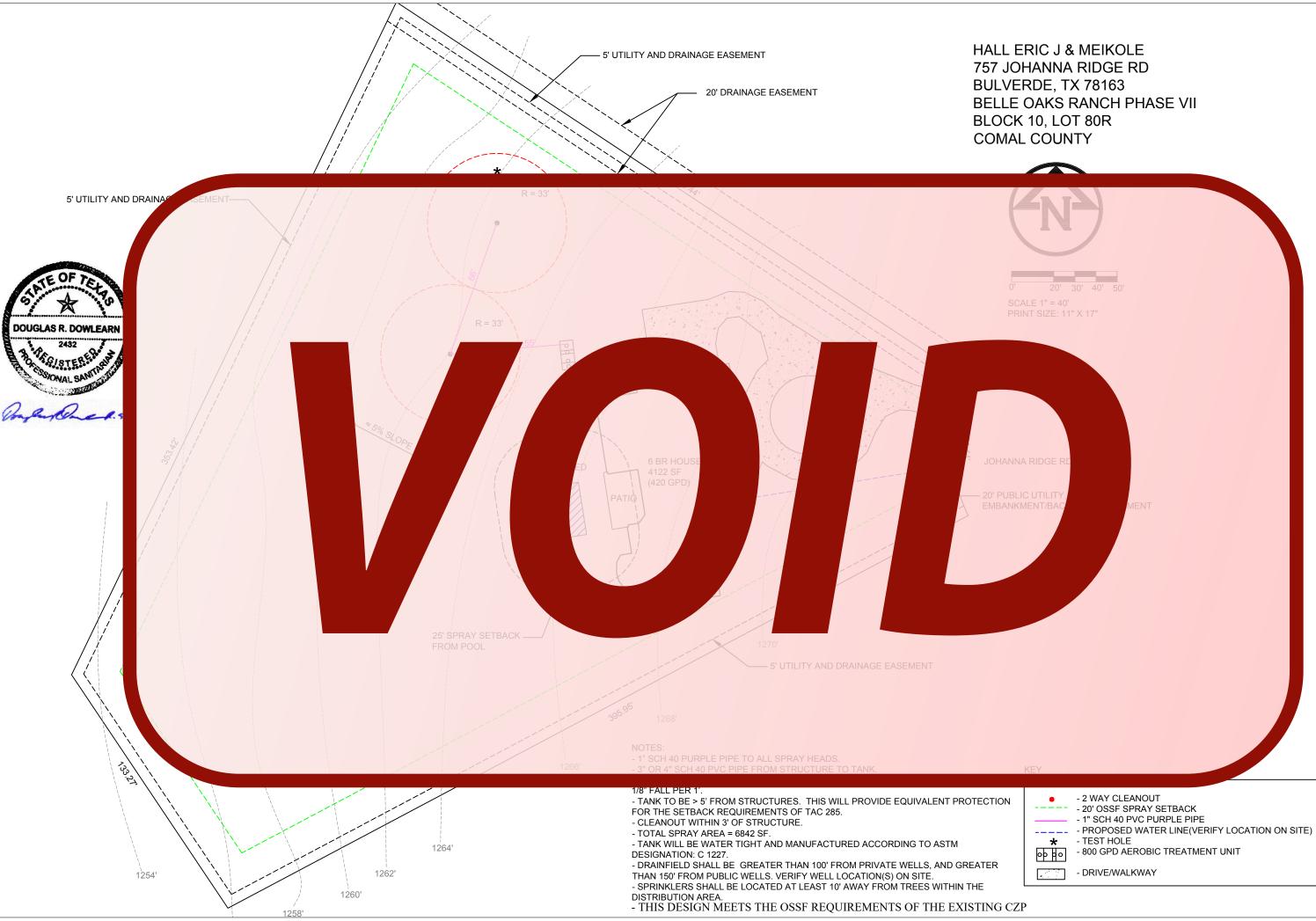
- Gray water pumping
- Filtered effluent service water pumping
- Water reclamation projects such as pumping from rain catchment basins
- Aeration and other foundation or pond applications
- Agriculture and livestock water pumping

ORDERIN	(, INFL		
	U INI U	INFIATIO	N N

C1 Series Pumps							
GPM	HP	Volts	Stage	Model No.	Order No.	Length (in)	Weight (Ibs)
10 20 1/2		115	7	10C1-05P4-2W115	90301005	26	17
	230	7	10C1-05P4-2W230	90301010	26	17	
	115	5	20C1-05P4-2W115	90302005	25	16	
	230	5	20(1-05D4-2W230	90702010	25	16	
20X	· · · · · · · · · · · · · · · · · · ·	115	6	20XC1-05P4-2W115	90302015	26	17
20/		230	6	20XCI-05P4-2W230	90502020	Zb	17
30		115	4	30C1-05P4-2W115	90303005	25	16
		230	4	30C1-05P4-2W230	90303010	25	16

Note: All units have 10 foot long SJOOW leads.





**RECEIVED** By Brandon Olvera at 4:01 pm, Feb 05, 2024



# CITY OF BULVERDE New Single Family (Residential) Permit

PERMIT# 2023-76	DATE ISS		3/24/23
PROJECT ADDRESS: 757 Johanna Ridge Road Bulverde, TX 78163			
LOCATION NAME: NSFR	Form surve	ey requi	ed at plumbing rough in
SUBDIVISION: Belle Oaks	inspection.		
OWNER: Eric & Meikole Hall	Pool to be	separat	e permit.
CONTRACTOR: Bellwether Custom Homes - Steven Jones	BB 3170		
ADDRESS: 30872 Schlather Lane			
CITY, STATE, ZIP: Bulverde, TX 78163			
PHONE: (512) 809-0703			
EMAIL ADDRESS: steven@bellwetherch.com			
CONTACT NAME: Steven Jones			
ALT PHONE: (512) 809-0703			
SQ FT: 0.00 PERMIT	ТҮРЕ		AMOUNT DUE
PROJECT VALUATION: 0.00 New Single Reside	-		\$0.00
PLAN REVIEW BY:	тс	DTAL:	\$3475.76

# NOTES:

# NOTICE

THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 180 DAYS, OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF 180 DAYS AT ANY TIME AFTER WORK IS STARTED. SEPARATE PERMITS FOR ELECTRICAL, PLUMBING, MECHANICAL, AND PAVING ARE REQUIRED. ALL PERMITS REQUIRE FINAL INSPECTION.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS DOCUMENT AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISION OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

ENEN 61 PRINTED NAME PRINTED OMPANY NAME ISSUED BY

CITY OF BULVERDE

30360 Cougar Bend, Bulverde Texas 78163 830.438.3612 / 830.980.8832 metro / 830.438.4339 fax www.bulverdetx.gov

# Olvera, Brandon

From:	Olvera, Brandon
Sent:	Thursday, February 1, 2024 2:44 PM
То:	Lauren Dowlearn ; ericjhalldc@gmail.com
Subject:	117060

RE: 757 Johana Ridge

Belle Oaks Ranch Phase VII

Lot 80R

Block 10

Property Owner & Agent,

We received planning materials for the referenced permit application and found those planning materials to be deficient. To continue processing this permit, we need the following:

Submit a copy of the approved building permit or written verification from the City of Bulverde stating that the improvements on the referenced property do not require a building permit.

2. Revise accordingly and resubmit.

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

# 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

202206003859 01/25/2022 01:18:27 PM 1/3

KNOW ALL MEN BY THESE PRESENTS:

Inland Title of Texas, LLC 21-542-CC

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.

Special Warranty Deed with Vendor's Lien

§

COUNTY OF COMAL

THE STATE OF TEXAS

Executed on date of acknowledgement to be Effective: January 24, 2022.

Grantor: SOUTHERLAND BELLE OAKS II, LLC, a Delaware limited liability company acting herein through AMERICAN LAND PARTNERS, LLC, its Manager

Grantor's Mailing Address: 110 River Crossing Blvd., Suite 100, Spring Branch, Comal County, Texas 78070

Grantee: ERIC J. HALL and wife, MEIKOLE HALL

Grantee's Mailing Address: 11910 Silent Cyn, San Antonio, Bexar County, Texas 78254

Consideration: A note executed by Grantee and payable to the order of MARION STATE BANK, PO Box 187, Marion, Texas 78124 in the principal amount of TWO HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$247,500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of MARION STATE BANK, and by a first-lien deed of trust from Grantee to CATHY Z. HOWELL, Trustee.

MARION STATE 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. The first and superior vendor's lien against and superior title to the Property are retained for the benefit MARION STATE BANK, and are transferred to MARION STATE BANK, without recourse against Grantor.

Property (including any improvements): Lot 80 and 81, Block 10, Belle Oaks Ranch Phase VII, located in the James Webb Survey No. 237, Abstract 655, Comal County, Texas, and being a portion of a called 206.07 acre tract of land as conveyed to Southerland Belle Oaks II, LLC, of records in Document No. 202106012772 of the Official Public Records of Comal County, Texas, and recorded on the Final Plat of Belle Oaks Ranch, Phase VII, recorded in Document No. 202106043827, Official Public Records of Comal County, Texas.

Reservations from Conveyance: None.

# Exceptions to Conveyance and Warranty: All restrictions, covenants, conditions, easements, reservations and other instruments that affect the property and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the property, and taxes

for the current year, which Grantee assumes and agrees to pay.

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 when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

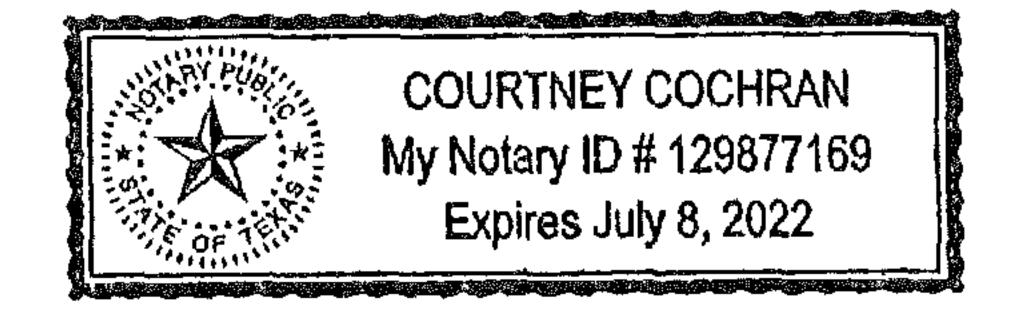
When the context requires, singular nouns and pronouns include the plural.

SOUTHERLAND BELLE OAKS II, LLC a Delaware Limited Liability Company By: American Land Partners, LLC, a Delaware limited liability company, successor in interest to American Land Partners, Inc., Manager By:\_\_\_\_\_\_\_ Printed Name: Jay Potterion Authorized Agent

# STATE OF TEXAS COUNTY OF Ha

This instrument was acknowledged before me on the <u>24</u> day of <u>January</u>, 2022, by <u>Jay Partners</u>, Authorized Agent of American Land Partners, LLC, a Delaware limited liability company, successor in interest to American Land Partners, Inc., Manager of SOUTHERLAND BELLE OAKS, LLC II, a Delaware Limited Liability Company,

in the capacity therein stated.



AFTER RECORDING RETURN TO: Inland Title of Texas GF No. 21-592-CC

Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF: Kristen Quinney Porter P.O. Box 312643 New Braunfels, Texas 78131-2643

Filed and Recorded **Official Public Records Bobbie Koepp, County Clerk** Comal County, Texas **01/25/2022 01:18:27 PM** CASHONE 3 Pages(s) 202206003859

