staller Name:	OSSF Installer #:				
1st Inspection Date:	2nd Inspection Date:	3rd Inspection Date:			
Inspector Name:	Inspector Name:	Inspector Name:			

Perm	it#:		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)				
	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
5	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)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

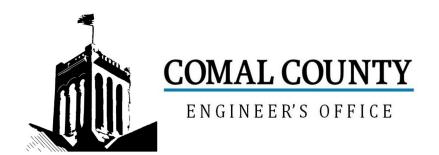
**Inspector Notes:** 

N-	December 41	Suiting Annual Control of the Contro				7 mal 1	
No.	Description SEPTIC TANK Tank(s) Clearly	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	Marked SEPTIC TANK IsingleTank, 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) (i)285.32(b)(1)(E) (i)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
1	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)				
	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						
12							
	PUMP TANK Volume Installed						
1	AEROBIC TREATMENT UNIT Size Installed						
14							
	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
15	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)				
18			203.33(a)(2)				

	_ , .	OSSI 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)				
	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
	DRAINFIELD Pipe and Gravel - 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 (per manufacturers spec.)		285.33(c)(2)				
	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

	B		<b>6</b> 11.11		4.11	2.11	0.11
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)				
	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						
	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						
	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						
	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

	<u>`</u>								
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)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(iii) 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)						
	APPLICATION AREA Area Installed								
	PUMP TANK Meets Minimum Reserve Capacity Requirements								
	PUMP TANK Material Type & Manufacturer								
	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

117060

		Date Received	Initials	Permit Number
Pla	tructions: ace a check mark next to all items that apply. For items the ecklist must accompany the completed application.	at do not apply, place	• "N/A". This (	DSSF Development Application
os	SF Permit			
X	Completed Application for Permit for Authorization to C	onstruct an On-Site S	Sewage Facil	ty and License to Operate
$\times$	Site/Soil Evaluation Completed by a Certified Site Evaluation	uator or a Profession	al Engineer	
X	Planning Materials of the OSSF as Required by the TC of a scaled design and all system specifications.	EQ Rules for OSSF (	Chapter 285.	Planning Materials shall consis
X	Required Permit Fee - See Attached Fee Schedule	¥		
X	Copy of Recorded Deed			
X	Surface Application/Aerobic Treatment System			
	Recorded Certification of OSSF Requiring Mainte	enance/Affidavit to the	e Public	
	Signed Maintenance Contract with Effective Date	as Issuance of Licer	se to Operat	Э
	firm that I have provided all information required for r estitutes a completed OSSF Development Application		ent Applicati	on and that this application
C	Signature of Applicant			5/2024 ate
	COMPLETE APPLICATION  Check No Receipt No	—— (Miss		TE APPLICATION led, Application Refeused)



#### **ON-SITE SEWAGE FACILITY APPLICATION**

195 DAVID JONAS DR NEW BRAUNFELS, TX 78132 (830) 608-2090 WWW CCEO ORG

				<u>v v</u>	WWV.CCEO.ORG
Date <u>01/05/202</u>	14		Permit Nur	mber 11	7060
1. APPLICANT	/ AGENT INFORMATION				
Owner Name	Eric and Meikole Hall	Agent Name	Doug Dowlea	arn R S	
Mailing Address	s 757 Johanna Ridge Rd	Agent Address			
	Bulverde, TX 78163	City, State, Zip		8606	
Phone #	410-218-0464	Phone #	210-878-810		
Email	ericjhalldc@gmail.com	Email	TXSEPTIC@		1
2. LOCATION				TOTAL CONTRACTOR OF THE PARTY O	
Subdivision Na	me Belle Oaks Ranch, Phase VII	U	nit	Lot 80R	Block 10
	Abstract Number	Annual Management of the Control of		Acreage	And the second s
Address 757 Jo	phanna Ridge Rd	City Bulverde		State TX	Zip 78163
3. TYPE OF DE	VELOPMENT		***************************************		
⊠ Single Fa	mily Residential				
Type of C	Construction (House, Mobile, RV, Etc.) House				
	of Bedrooms 6				
Indicate S	Sq Ft of Living Area 4122				
	e Family Residential				
	materials must show adequate land area for doubling th	ne required land need	ded for treatmer	nt units and dis	sposal area)
Type of F		•			,
Offices, F	actories, Churches, Schools, Parks, Etc Indicat	e Number Of Occu	ıpants		
	nts, Lounges, Theaters - Indicate Number of Seat	<u> </u>	***************************************		
Hotel, Mo	tel, Hospital, Nursing Home - Indicate Number of	Dada			
Travel Tra	ailer/RV Parks - Indicate Number of Spaces				
Miscelland	eous				*
- Windows					
Estimated Co	st of Construction: \$ 925,000 (	Structure Only)			
Is any portion	of the proposed OSSF located in the United Stat	es Army Corps of	Engineers (US	SACE) flowag	e easement?
Yes X	No (If yes, owner must provide approval from USACE for	proposed OSSF impro	vements within th	e USACE flowag	ge easement)
Source of Wat	ter 🔀 Public 🗌 Private Well 📗 Rainwate	er			
. SIGNATURE	OF OWNER				
The completed a facts. I certify the	plication, I certify that: application and all additional information submitted does at I am the property owner or I possess the appropriate	s not contain any fals land rights necessal	se information a ry to make the p	nd does not co permitted impro	onceal any material ovements on said
property. Authorization is h	nereby given to the permitting authority and designated	agents to enter upor	n the above des	scribed propert	y for the purpose of
site/soil evaluation	on and inspection of private sewage facilities t a permit of authorization to construct will not be issued				
by the Comal Co	ounty Flood Damage Prevention Order.				
aminatively cor	nsent to the online posting/public release of my e-mail		vith this permit a	application, as	applicable.
C / D	Tall What	01/05/2024			
Signature of O	wiler \	Date			Page 1 of

### \* \* \* 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	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 obt	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	anitarian (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	vith 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	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	vith all provisions of the existing CZP.)
If there is no existing CZP, does the proposed development ac	ctivity 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 complete that the CZP has	with all provisions of the proposed CZP. A Permit to Construct will not be the appropriate regional office.)
Is this property within an incorporated city?   Yes   No	0
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 - I affirmatively consent to the online posting/public release of my e-n	

Date

Signature of Designer

Page 2 of 2

### 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 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 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.** 

Owner(s) signature(s)

(PRINTED NAME) /TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 5 DAY OF JANUAM, 202

Notary Public, State of Texas

Notary's Printed Name: Mariah Ann Per

MARIAH ANN PENA

Notary ID #132827681 My Commission Expires

December 15, 2024

My Commission Expires: 1/2

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	Site Address 757 Johanna Ridge Rd			
A&R Construction LLC &	City Bulverde Zip 78163			
Cisco Septic Service	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:

#### 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:

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

EUTH MUT
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 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

Contractor'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

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 Information**: **Name**: Eric and Meikole Hall **Address**: 757 Johanna Ridge Rd

City, State & Zip Code: Bulverde, TX 78163

**Phone:** 410-218-0464

Email: ERICJHALL@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

**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

**Installer Information:** 

Name: Company: Address:

City, State & Zip:

Phone:

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 60"		Same as above				

#### **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

esence of 100-year flood zone. No

Existing or proposed water well in nearby area: NO

angle Ducks.

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:

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

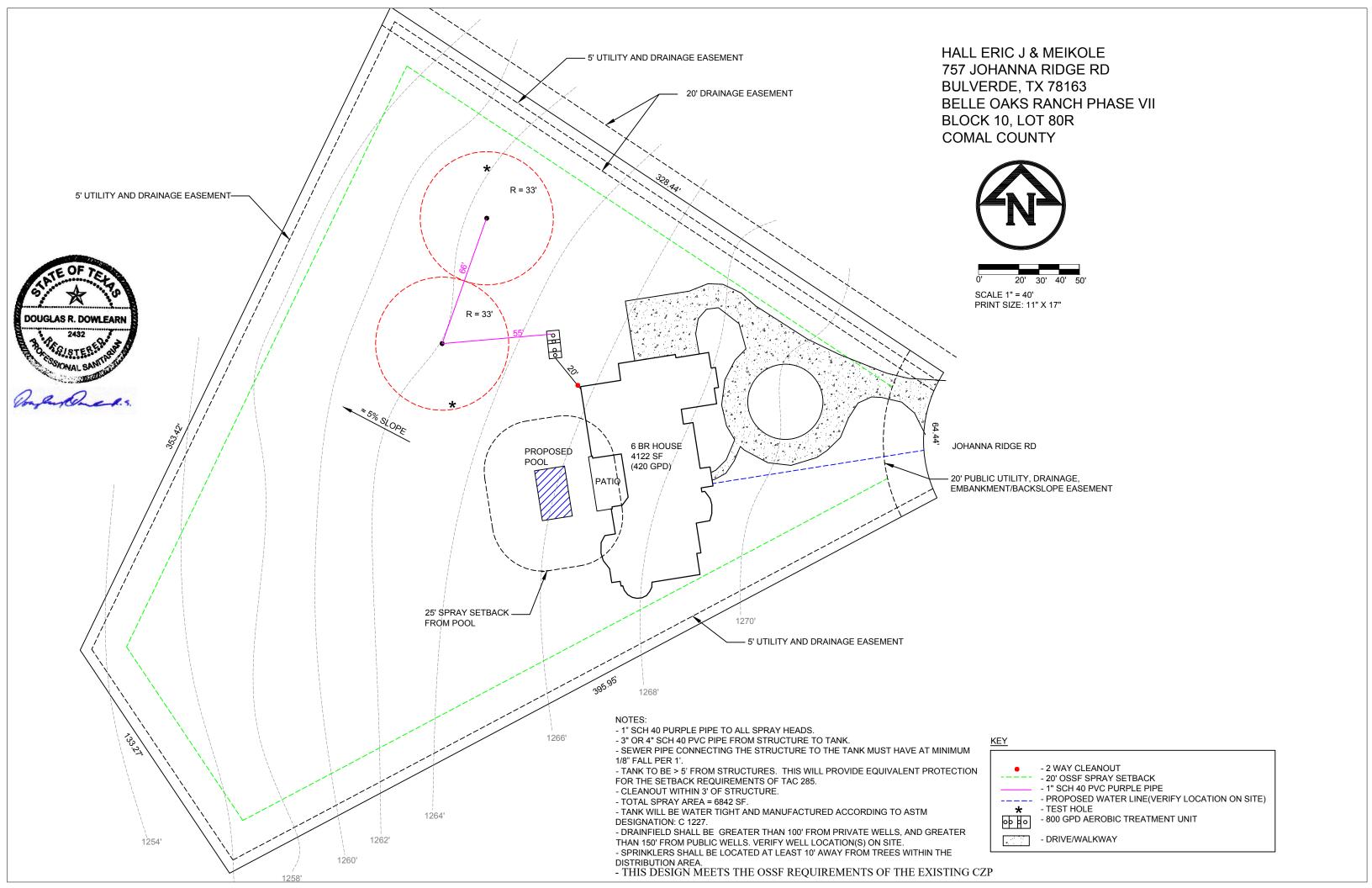
Pre-treatment tank and 854 gallon pump tank

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.

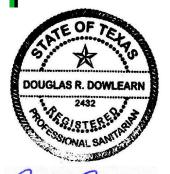


### **Assembly Details**

See Note 9.-

See Note 10.

**OSSF** 



#### **DIMENSIONS:**

Outside Height: 67"
Outside Width: 75"
Outside Length: 164.5"

#### **MINIMUM EXCAVATION DIMENSIONS:**

See Note 5.-

Width: 87" Length: 177"

-See Note 9.

#### **GENERAL NOTES:**

- 1. Plant structure material to be precast concrete and steel.
- Maximum burial depth is 30" from slab top to grade.
- Weight = 16,700 lbs.
- I. Treatment capacity is 800 GPD. Pump compartment set-up for a 420 GPD Flow Rate (5 beedroom, < 4,501 sq/ft living aera). Please specify for additional set-up requirements. BOD Loading = 2.60 lbs. per day.
- 5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
- Bio-Robix B-800 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.
- 20" Ø acess 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



16.11 GALLONS/INCH

43" - 53" - RESERVE - 161.1 GAL

43" - ALARM ON

12" - 43" - WORKING LEVEL - 499.41 GAL

10" - 12" - PUMP OFF TO PUMP ON - 32.22 GAL

0 - 10" - SUMP- 161.1 GAL

NOTE: SET ON A TIMER TO SPRAY IN PREDAWN HOURS BETWEEN MIDNIGHT TO 5AM.

-See Note 12.

See Note 7.

| See Note 7. | See | S

NuWater B-800 Aerobic Treatment Plant (Assembled)

Model: B-800

March, 2010 By: A.S.

Scale

All Dimensions subject to allowable specification tolerances.

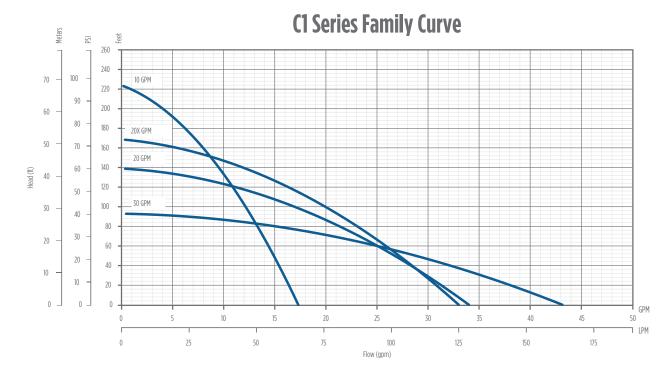
Dwg. #: ADV-B800-2



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







#### **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 guiet 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 SJ00W 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

#### ORDERING INFORMATION

C1 Series Pumps							
GPM	HP	Volts	Stage	Model No.	Order No.	Length (in)	Weight (lbs)
10	1/2	115	7	10C1-05P4-2W115	90301005	26	17
		230	7	10C1-05P4-2W230	90301010	26	17
20 20X 30		115	5	20C1-05P4-2W115	90302005	25	16
		230	5	20C1-05P4-2W230	90302010	25	16
		115	6	20XC1-05P4-2W115	90302015	26	17
		230	6	Z0XCI-05P4-ZWZ30	90302020	<u>Z</u> b	17
		115	4	30C1-05P4-2W115	90303005	25	16
		230	4	30C1-05P4-2W230	90303010	25	16

Note: All units have 10 foot long SJ00W leads.



**franklinwater.com** M1698 07-14



### **RECEIVED**

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

### CITY OF BULVERDE New Single Family (Residential) Permit

**PERMIT#** 2023-76

PROJECT ADDRESS: 757 Johanna Ridge Road Bulverde, TX 78163

LOCATION NAME: NSFR SUBDIVISION: Belle Oaks

OWNER: Eric & Meikole Hall

CONTRACTOR: Bellwether Custom Homes - Steven Jones

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

**PROJECT VALUATION: 0.00** 

PLAN REVIEW BY:

DATE ISSUED

3/24/23

Form survey required at plumbing rough in

Pool to be separate permit.

BB 3170

inspection

PERMIT TYPE

New Single-Family

.

\$0.00

Residential

TOTAL:

\$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.

PRINTED NAM

PRINTED COMPANY NAME

EVEN

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 **To:** 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.orq

195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

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

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

8

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.

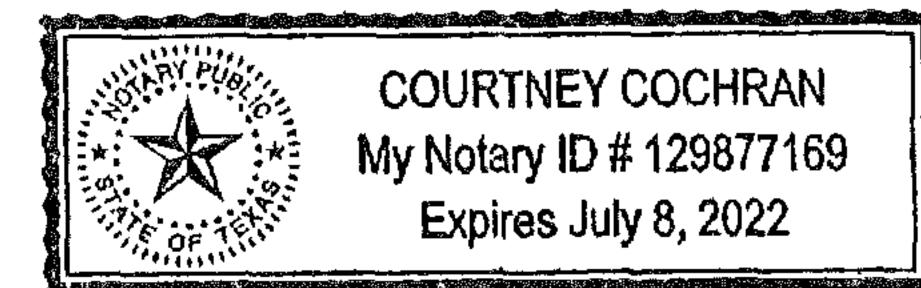
SOUTHERLAND BELLE OAKS II, LLC a Delaware Limited Liability Company By: American Land Partners, LLC, a Delaware limited liability company, successor in interest to American Land Partners, Inc., Manager

By: \_\_\_\_\_\_

Printed Name: Day Potters

Authorized Agent

This instrument was acknowledged before me on the 4 day of January, 2022, by Jay Posterson, 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.



Notary Public, State of Texas

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