

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
OSSF Inspection Sheet**

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 117495
Issued This Date: 06/17/2024
This permit is hereby given to: Mark & Jane Audas

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

1286 ROTHERMAN
CANYON LAKE, TX 78133

Subdivision: Tammarack Shores
Unit: 2
Lot: 468
Block: n/a
Acreage: 0.2300

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Drip 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.

Renewal of Permit 116083



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date _____ Permit Number 117495

1. APPLICANT / AGENT INFORMATION

Owner Name	<u>MARK AUDAS & JANE AUDAS</u>	Agent Name	<u>PAUL SWOYER SEPTICS</u>
Mailing Address	<u>c/o 23011 FM 306</u>	Agent Address	<u>23011 FM 306</u>
City, State, Zip	<u>Canyon Lake, TX 78133</u>	City, State, Zip	<u>CANYON LAKE, TX 78133</u>
Phone #	<u>469-995-1504</u>	Phone #	<u>830-935-4936</u>
Email	<u>AUDASMARK@YAHOO.COM</u>	Email	<u>TRACI@PSSEPTICS.COM</u>

2. LOCATION

Subdivision Name TAMARACK SHORES Unit 2 Lot 468 Block _____
 Survey Name / Abstract Number _____ Acreage _____
 Address 1286 ROTHERMAN City CANYON LAKE State TX Zip 78133

3. TYPE OF DEVELOPMENT

Single Family Residential
 Type of Construction (House, Mobile, RV, Etc.) HOUSE
 Number of Bedrooms 3
 Indicate Sq Ft of Living Area <2500

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: \$ EXISTING (Structure Only)
 Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?
 Yes No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)
 Source of Water Public Private Well

4. SIGNATURE OF OWNER

By signing this application, I certify that:
 - The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
 - Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities.
 - I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
 - I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

[Signature] 5/11/21
 Signature of Owner 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 Doug Dowlearn R.S.

System Description Aerobic with drip disposal

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

Tank Size(s) (Gallons) 600 EXISTING Absorption/Application Area (Sq Ft) 1200

Gallons Per Day (As Per TCEQ Table III) 240

(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

4/12/2023

Date

Page 2 of 2



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AFFIDAVIT

THE COUNTY OF COMAL
STATE OF TEXAS

Yes

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSF's), this document is filed in the Deed Records of Comal County, Texas.

PA 109604

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

II

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (insert legal description):

2 UNIT/PHASE/SECTION _____ BLOCK 468 LOT _____ TAMARACK SHORES SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY _____

The property is owned by (insert owner's full name): PR AMELS ENTERPRISES, LLC

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 the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 15 DAY OF AUGUST, 2019

[Signature]
Owner(s) signature(s)

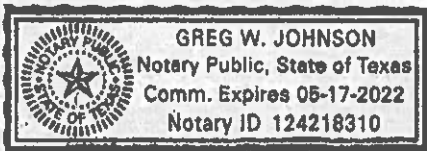
GARY RUTTEN - MANAGER
Owner (s) Printed name (s)

GARY RUTTEN
AUGUST, 2019

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 15 DAY OF

[Signature]
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY



(Notary Seal Here)

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
09/09/2019 11:54:57 AM
TERRI 1 Page(s)
201906031781



Bobbie Koepf

REVISED

9:25 am, Jun 12, 2024

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer MARK AUDAS & JANE AUDAS
Site Address 1286 ROTHERMAN
City CANYON LAKE Zip 78133
Mailing Address _____
County COMAL Map # _____
Phone _____
Email _____

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between MARK AUDAS & JANE AUDAS (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date:

This Agreement commences on LTO and ends on 2 YEARS FROM LTO for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. Termination of Agreement:

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

IV. Services:

Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system with in 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:

MA JA

Customer's Initials



RC

Contractor's Initials

REVISED

9:25 am, Jun 12, 2024

____ Not required; X required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

Commencement of performance by Contractor under this Agreement is contingent on the following conditions:

a. If this is an initial Agreement (new installation):

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

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

VIII. Customer's Responsibilities:

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

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

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

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

d. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

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

f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.

g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.

h. Prevent the condensation from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.

i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.

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

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

IX. Access by Contractor:

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

MA JA

Customer's Initials



RC

Contractor's Initials

REVISED

9:25 am, Jun 12, 2024

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

XV. Application or Transfer of payment:

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's 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 IV.

XVI. Entire Agreement:

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



Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036



Customer Signature

Date

RA JA

Customer's Initials



RC

Contractor's Initials

Date: 4/12/2023

Applicant Information:

Name: Anthony Decontreras
Address: 7519 McKinney Hills
City, State & Zip Code: San Antonio, TX 78254
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

Property Location:

Subdivision: TAMMARACK SHORES UNIT: 2 LOT: 468
Street/Road Address: 1286 Rotherman
City: Canyon Lake Zip: 78133
Additional Info: Comal County

Installer Information:

Name:
Company:
Address:
City, State & Zip:
Phone: Fax:

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): 0.2
OSSF is designed for: 3 BR <2500 Sq. Ft Residence
240 Gallons per day required
An aerobic treatment/drip disposal system is to be utilized based on the site evaluation.
1200 sq. ft. disposal area required
600 gallon/day aerobic tank required EXISTING
Calculations: Absorption Area: $Q/RA = 240/0.2 = 1200$ 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:



License No. OS9902 – Exp. 6/30/2023

TDH: #2432 – Exp. 2/28/2025

D.A.D SERVICES, INC.
DOUG DOWLEARN
PO BOX 212, BULVERDE, TX. 78163
Designed for:
ANTHONY DECONTRERAS

The installation site is at Unit 2, Lot 468 of the Tamarack Shores Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 3 bedroom (<2500sqft) residence. The proposed method of wastewater management is aerobic treatment with drip irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 3" or 4" PVC pipe discharge from the structure to an existing 353-gallon pretreatment tank, which flows into an existing 600 GPD aerobic treatment unit, and then into an existing 768-gallon pump tank with a single 20 gpm submersible pump. The pump is activated by a time controller allowing the distribution 16 times per day with a 10-minute run time with float switches set to pump 240 gallons per day. A high level audible and visual alarm will activate should the pump fail. Distribution from the pump is through a self-flushing 100 micron spin filter and then through a 1" SCH-40 manifold via a 2-Zone valve box to 604 L.F. drip tubing field, with drip lines set approximately two feet apart in parallel with 0.61 gph emitters set every two linear feet, as per the attached schematic. A threaded union will be installed in the pump tank on the supply manifold to the drip field, and a pressure regulator will be installed on the supply manifold to maintain a pressure of 30 psi. A 1" SCH-40 return line is installed to periodically flush the system. Solids caught in the spin filter are flushed each cycle back to the pre-treatment tank. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. The placement of the drip tubing will be on soil that has been scarified.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 240 gpd
Application rate: 0.2
Application area required: $240/0.2 = 1200$ sqft.
Application area utilized: 1208 sqft.
Pump tank reserve capacity: 80 gal minimum

SYSTEM COMPONENTS:

SCH 40 PVC sewer line
Existing NuWater B-550 (Permit #109604)
 353-gallon Pretreatment tank
 600 GPD Aerobic Treatment Unit
 768-gallon Pump tank with timed controls
 with C-1 20X, Model no. 20XC1-05P4-2W115 (or equivalent) submersible pump
1" purple PVC supply line
2-Zone K-Rain Valve Box
30 PSI pressure regulator - Model PMR30MF
Netafim Bioline Drip Tubing



Douglas R. Dowlearn

LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the drip disposal must be covered with a ground cover such as grass seed or sod prior to the final inspection. The placement of the drip tubing will be on soil that has been scarified. The tubing will be placed atop of and covered with 6" of Class II or Class III soil. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

RECEIVED

By Brenda Ritzen at 8:15 am, Jun 06, 2024

Douglas R. Dowlearn
D.A.D. Services, Inc.
PO Box 212
Bulverde, TX 78163
(210)240-2101
txseptic@gmail.com

June 3rd, 2024

Comal County Engineers Office
Environmental Health Department
195 David Jonas Drive
New Braunfels, Texas 78132

RE: 1286 Rotherman -Permit #117495; Steep Slope Setback Variance Request

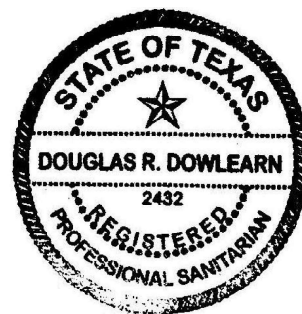
To Whom It May Concern:

I am requesting that the drainfield at the above referenced location be within 25' of a steep slope. Equivalent protection with respect to the requirements of TAC Chapter 285.91, Table X will be maintained by adding an impermeable 20 mil plastic liner along the interior of the retaining wall, which will prevent seepage in the area where the drainfield is within 25' of the steep slope. In my professional opinion, this variance will not pose a threat to the environment or public health.

If you have any additional questions or concerns, I can be contacted by phone at 210.240.2101 or be email at txseptic@gmail.com.

Respectfully,

Douglas R. Dowlearn, R.S.



Douglas R. Dowlearn, R.S.

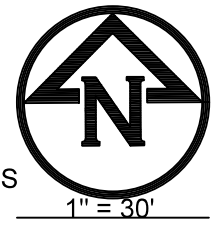
REVISED

8:15 am, Jun 06, 2024

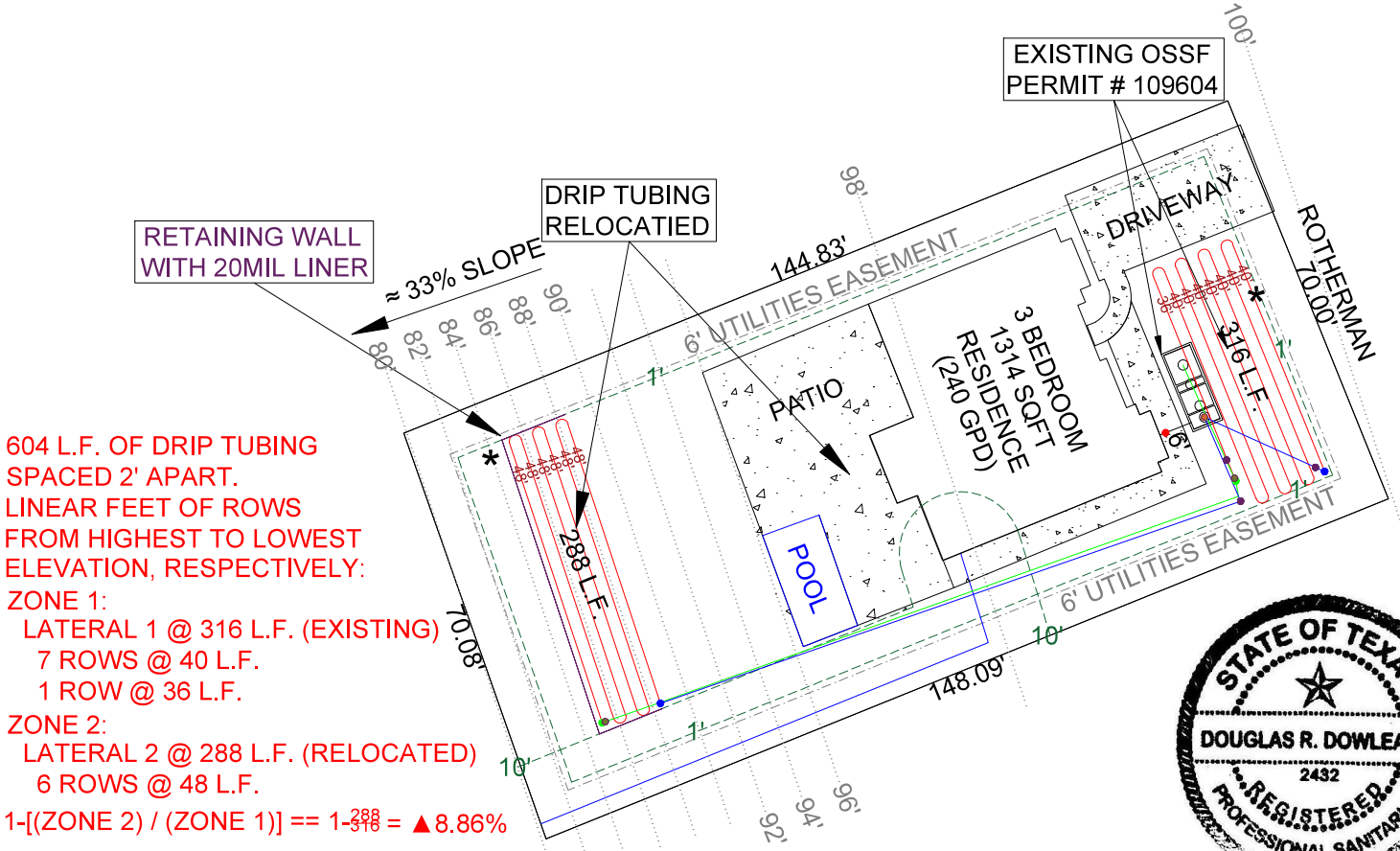
NOTES:

- WATER LINE WILL BE SLEEVED IN SCH 40 PIPE WHERE IT CROSSES THE SUPPLY AND FLUSH LINES AND 10' BEYOND. THIS WILL PROVIDE EQUIVALENT PROTECTION TO THE SETBACK REQUIREMENTS IN TAC 290 CONCERNING WATER LINES.
- CLEANOUT WITHIN 3' OF STRUCTURE.
- PVC CONNECTING THE STRUCTURE TO THE TANK HAS AT MINIMUM 1/8" FALL PER 1'.
- USE 3" OR 4" SCH 40 SEWER PIPE TO CONNECT STRUCTURE TO TANK.
- TANK HAS BEEN INSTALLED > 5' FROM ALL STRUCTURES. THIS PROVIDES EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.
- TANK IS WATER TIGHT AND HAS BEEN MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
- TANK HAS BEEN BURIED AT DEPTH TO ALLOW FOR 12" SEPARATION BETWEEN TOP OF THE AEROBIC TREATMENT UNIT AND BOTTOM OF DRIP LINES.
- INSTALL 1" VACUUM BREAKERS AT HIGHEST POINTS ON SUPPLY AND FLUSH LINES.
- RETAINING WALL WITH A 20 MIL PLASTIC LINER PLACED ALONG ITS INTERIOR AT A MINIMUM OF 18" IN DEPTH TO PREVENT SEEPAGE - SEE VARIANCE REQUEST.
- RELOCATED DRIP DISPOSAL AREA WITHIN NEW RETAINING WALL TO BE REGRADED TO <30%.

ANTHONY DECONTRERAS
 1286 ROTHERMAN
 CANYON LAKE, TX 78133
 TAMARACK SHORES
 UNIT 2, LOT 468
 COMAL COUNTY / 0.2346 ACRES

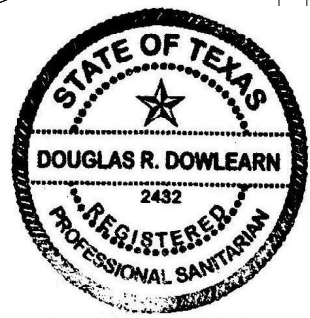


LEGEND	
•	- 2-WAY CLEANOUT
•	- 1" VACUUM BREAKER
•	- SUPPLY LINE CONNECTION
•	- FLUSH LINE CONNECTION
•	- 2-ZONE K-RAIN VALVE BOX
•	- CHECK VALVE
—	- DRIP TUBING
—	- SUPPLY LINE
—	- FLUSH LINE
—	- WATER LINE
---	- OSSF SETBACK
---	- EASEMENT/FEATURE
*	- TEST HOLE
	- EXISTING 600 GPD ATU (#109604)



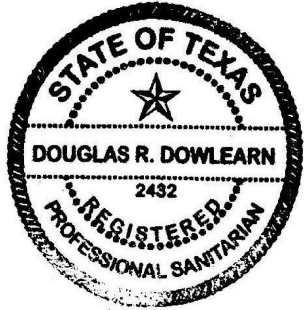
604 L.F. OF DRIP TUBING SPACED 2' APART. LINEAR FEET OF ROWS FROM HIGHEST TO LOWEST ELEVATION, RESPECTIVELY:

- ZONE 1:
 LATERAL 1 @ 316 L.F. (EXISTING)
 7 ROWS @ 40 L.F.
 1 ROW @ 36 L.F.
 - ZONE 2:
 LATERAL 2 @ 288 L.F. (RELOCATED)
 6 ROWS @ 48 L.F.
- 1-[(ZONE 2) / (ZONE 1)] == 1- $\frac{288}{316}$ = ▲8.86%



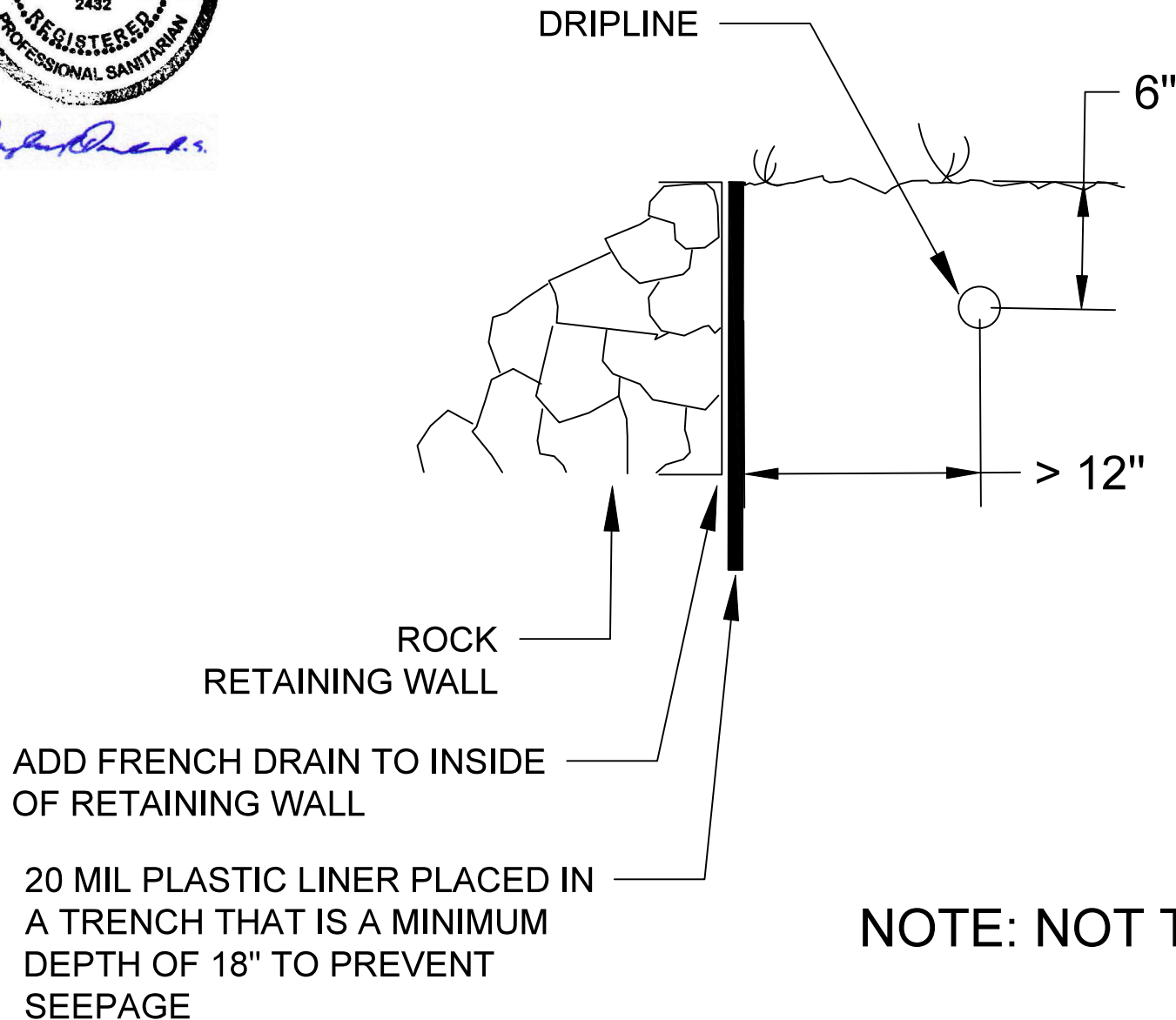
REVISED

8:15 am, Jun 06, 2024



Douglas R. Dowlearn

RETAINING WALL SCHEMATIC



NOTE: NOT TO SCALE

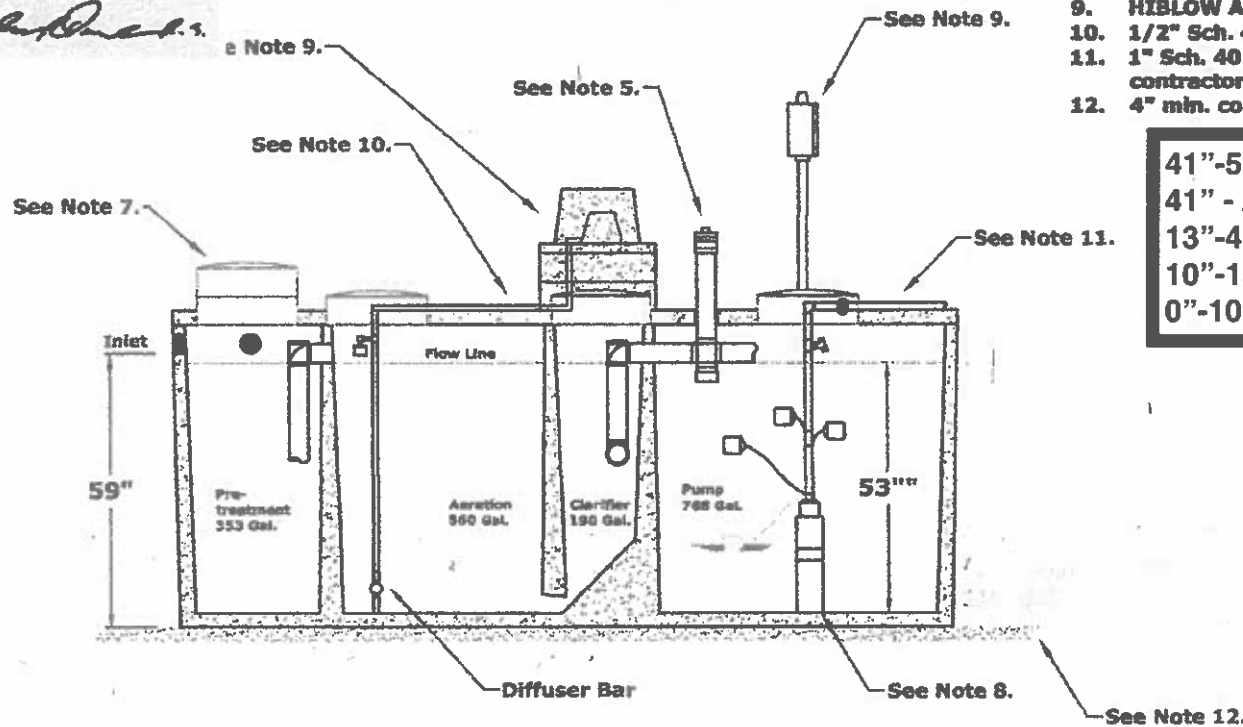
Assembly Details

OSSF



Douglas R. Dowlearn

14.49 Gallons per 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 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor

41"-53" - Reserve - 174 Gal
 41" - Alarm
 13"-41" - Working Level - 405 Gal
 10"-13" - On/Off Tether - 44 Gal
 0"-10" - Sump - 145 Gal

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, Inc.

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

**CCEO
COPY**



COMAL COUNTY
ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **08/26/2020** Permit Number: **109604**

Location Description: 1286 ROTHERMAN
CANYON LAKE, TX 78133

Subdivision: Tamarack Shores

Unit: 2

Lot: 468

Block:

Acreage:

Type of System: Aerobic
Drip Irrigation

Issued to: PR Amels Enterprises, LLC

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

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

Alterations to this permit including, but not limited to:

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

may require a new permit. **It is the responsibility of the owner to apply for a new permit, if applicable.**

Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

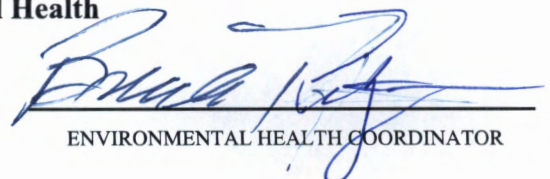
This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority

Comal County Environmental Health


ENVIRONMENTAL HEALTH INSPECTOR

OS0032485


ENVIRONMENTAL HEALTH COORDINATOR

OS0007722

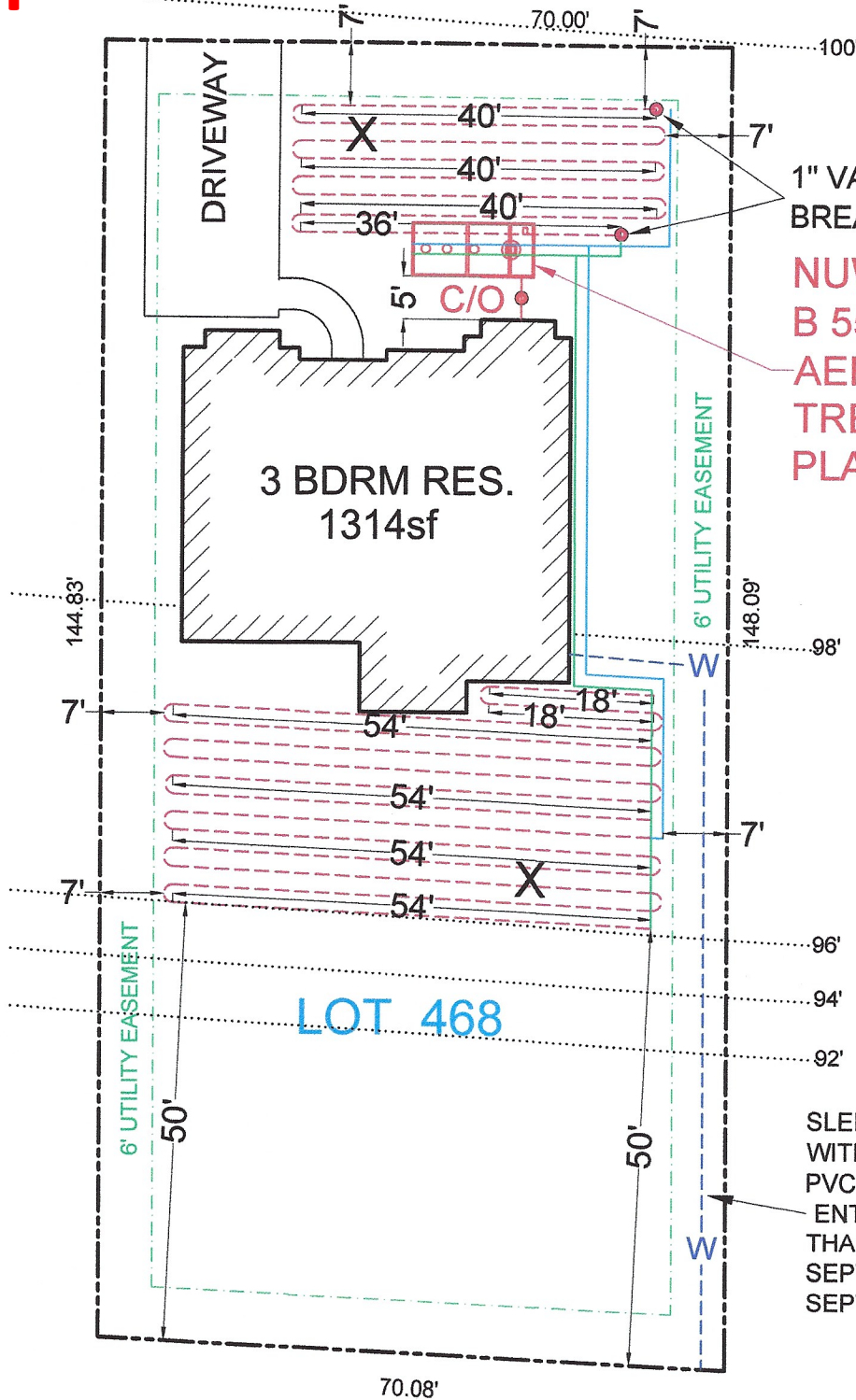
**CCEO
COPY**

#109604

ROTHERMAN

REVISED

12:16 pm, Aug 20, 2020



1" VACUUM BREAKERS

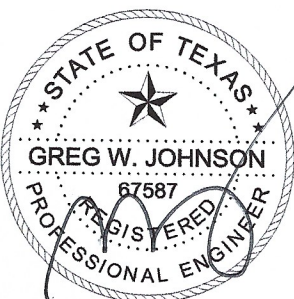
**NUWATER
B 550 PC
AEROBIC
TREATMENT
PLANT**

INSTALL 2000sf OF FIELD USING 1000' OF DRIP TUBING. THERE SHALL BE NO PARKING, DRIVING OR STORAGE ON THE SEPTIC FIELD AT ANY TIME FOR ANY REASON.

*USE TWO WAY CLEANOUT
**USE SCH-40 OR SDR-26 TO TANK

X= TEST HOLE

SLEEVE WATER LINE WITH 2"-SCH-40 PVC PIPE WHEN ENTERING CLOSER THAN 10' FROM SEPTIC SYSTEM OR SEPTIC FIELD.



OWNER:	PR AMELS ENTERPRISES, LLC.			DRAWN BY:	EJS III
STREET ADDRESS:	1286 ROTHERMAN				
LEGAL DESC:	TAMARACK SHORES	UNIT/SECTION/PHASE:	2	BLOCK:	LOT: 468
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=20'	DATE:	8/8/2019
				3rd REVISION:	8/19/2020

From: [Ritzen, Brenda](#)
To: [Traci Field](#); [Lauren Dowlearn](#)
Cc: [Connor, James F](#)
Subject: RE: FW: Permit 117495
Date: Wednesday, June 12, 2024 10:13:00 AM
Attachments: [image005.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Traci,

✓ I have added this preliminary inspection to Jim's schedule for tomorrow.

Jim,

Please coordinate with Paul Swoyer Septics tomorrow for the preliminary inspection.

Thank you,



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

From: Traci Field <traci@psseptics.com>
Sent: Wednesday, June 12, 2024 9:32 AM
To: Ritzen, Brenda <rabbjr@co.comal.tx.us>; Lauren Dowlearn <txseptic@gmail.com>
Subject: RE: FW: Permit 117495

This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

Please schedule the inspection for the earliest available. We will meet onsite to give access to the property.

Thank you!

Traci Field

From: [Ritzen, Brenda](#)
To: "[Traci Field](#)"; [Lauren Dowlearn](#)
Subject: RE: FW: Permit 117495
Date: Wednesday, June 12, 2024 9:30:00 AM
Attachments: [image005.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Traci / Lauren :

We were unable to complete our preliminary inspection. Is there any way to get in touch with the property owner and make arrangements for us to visit the property to complete a preliminary inspection?

Thank you,



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

From: Traci Field <traci@psseptics.com>
Sent: Wednesday, June 12, 2024 8:08 AM
To: Ritzen, Brenda <rabbjr@co.comal.tx.us>; Lauren Dowlearn <txseptic@gmail.com>
Subject: RE: FW: Permit 117495

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- Comal IT

Please see attached.

Thank you,

Traci Field
Paul Swoyer Septics, LLC
23011 FM 306, Canyon
Lake, Texas 78133

From: [Ritzen, Brenda](#)
To: [Traci Field](#); [Lauren Dowlearn](#)
Subject: RE: FW: Permit 117495
Date: Monday, June 10, 2024 1:38:00 PM
Attachments: [image005.png](#)
[image007.png](#)
[image008.png](#)
[image009.png](#)

Traci,

Submit a copy of the contract signed by the property owner.



Thank you,



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

From: Traci Field <traci@psseptics.com>
Sent: Monday, June 10, 2024 12:07 PM
To: Lauren Dowlearn <txseptic@gmail.com>; Ritzen, Brenda <rabbjr@co.comal.tx.us>
Subject: RE: FW: Permit 117495

This email originated from outside of the organization.

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- Comal IT

Good Afternoon,

Please see attached. Let me know if anything else is needed.

Thank you,

Traci Field
Paul Swoyer Septics, LLC
23011 FM 306, Canyon
Lake, Texas 78133

REVISED

1:38 pm, Jun 10, 2024

VOID

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer MARK AUDAS & JANE AUDAS
Site Address 1286 ROTHERMAN
City CANYON LAKE Zip 78133
Mailing Address _____
County COMAL Map # _____
Phone _____
Email _____

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between MARK AUDAS & JANE AUDAS (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date:

This Agreement commences on LTO and ends on 2 YEARS FROM LTO for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. Termination of Agreement:

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

IV. Services:

Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer agrees Contractor to perform the service(s) and bill Customer for said service(s). When service costs are \$100.00 or more, 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 in 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:

MA JA

Customer's Initials



RC

Contractor's Initials

REVISED

1:38 pm, Jun 10, 2024

VOID

____ Not required; X required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

Commencement of performance by Contractor under this Agreement is contingent on the following conditions:

a. If this is an initial Agreement (new installation):

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

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

VIII. Customer's Responsibilities:

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

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

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

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

d. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

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

f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.

g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.

h. Prevent the condensation from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.

i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.

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

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

IX. Access by Contractor:

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

MA JA

Customer's Initials



RC

Contractor's Initials

REVISED

1:38 pm, Jun 10, 2024

VOID

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

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

XV. Application or Transfer of payment:

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's 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 IV.

XVI. Entire Agreement:

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


Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036

Customer Signature

Date

VOID

RA JA

RC

Customer's Initials

© 10/10/2016
copyright
all rights reserved

Contractor's Initials

From: [Ritzen, Brenda](#)
To: ["audasmark@yahoo.com"](mailto:audasmark@yahoo.com); [Traci Field](#)
Subject: Permit 117495
Date: Thursday, May 30, 2024 3:54:00 PM
Attachments: [image001.png](#)
[117495.pdf](#)

**Re: Mark & Jane Audas
Tamarack Shores Unit 2 Lot 468
Application for Permit for Authorization to Construct an On-Site
Sewage Facility (OSSF)**

Owner / Agent :

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

1. ✓ There appears to be a typo on the design for the 288 l.f. drip tubing area. See attached.
2. ✓ Is there a steep slope within the required setback to the drip field. If so this needs to be indicated on the design and a variance provided.
3. ✓ There are two different maintenance contracts provided. Please indicate which contact is valid.
4. A preliminary inspection is scheduled for tomorrow. Additional comments may be necessary when complete.
5. Revise as needed and resubmit.

Thank you,



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

VOID

Septic Savvy Aerobic Service
Maintenance Provider Lic.# MP 0001595
P.O. Box 2613
Canyon Lake, Texas 78133
830-743-5001

Permit #: _____ Model: _____ Serial #: _____
Name: ANTHONY DECONTRERAS Address: 1286 RUTHERMAN
County: AMAL City, State, Zip Code: CANYON LAKE TX 78133

The initial maintenance agreement start date, shall be the Issue date of the License to Operate.

Contract effective dates: Starting LICENSE TO OPERATE, Ending AT 2 YEARS

Providing the following:

- A: Inspection every 4th month, which includes servicing and adjustments of mechanical and electrical components as necessary for the proper function of the aerobic septic system.
- B: Inspection of effluent quality consisting of a visual check for color, turbidity, odor, scum and Overflow.
- C: The property owner is responsible for purchasing and keeping chlorine in the system (If applicable).
- D: If any improper operation of the aerobic septic system is observed, the homeowner will be notified of the conditions and any estimated cost to repair.
- E: The response time to a complaint regarding the proper operation of the aerobic septic system shall be within 72 hours from the time of notification by the home owner/property owner.
- F: The home owner / property owner is responsible for service call, labor and/or shipping costs on ALL warranted and non-warranted parts exchanged.
- G: The signing of this service agreement authorizes Septic Savvy Aerobic Service Rep, to enter the property to execute ALL terms of this service agreement.

IMPORTANT: Since I cannot control what or how much effluent enters the ATU, I cannot warranty how the system will function.

1. This maintenance agreement DOES NOT cover the costs of service calls, labor, materials or parts out of warranty; the failure to maintain electrical power to the system; sprinklers that are broken, leaking, stopped up or mal-functioning; sewage flows exceeding the hydraulic/organic design capabilities; the input of non-biodegradable materials (solvents, grease, oil, paints) or any usage contrary to the requirements as advised by authorized service representative. Laboratory test work is available for an additional cost.
2. This maintenance agreement does not include pumping out the system or any of its compartments; The settlement of soil on or around any part of the system.

Violations of the warranty include: Disconnecting the alarm(s), restricting ventilation to the aerator, overloading the system above its rated capacity, flooding by external means, Rodent, insect, fire ant damage or any other form of unusual abuse.

Property owner Signature _____ Date 4.3.2023

Maintenance Provider Signature _____ Date 5 April 2023

VOID



VOID

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer MARK AUDAS & JANE AUDAS
Site Address 1286 ROTHERMAN
City CANYON LAKE **Zip** 78133
Mailing Address _____
County COMAL **Map #** _____
Phone _____
Email _____

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between MARK AUDAS & JANE AUDAS (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date:

This Agreement commences on LTO and ends on 2 YEARS FROM LTO for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. Termination of Agreement:

This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

IV. Services:

Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system within two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

MA JA

RC



Customer's Initials

Contractor's Initials

VOID

____ Not required; X required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer.

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

Commencement of performance by Contractor under this Agreement is contingent on the following conditions:

a. If this is an initial Agreement (new installation):

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

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

VIII. Customer's Responsibilities:

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

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

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

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

d. Notify 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 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 Customers responsibility to keep lids exposed and accessible at all times.

X. Limit of Liability:

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

XI. Indemnification:

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

MA JA

Customer's Initials



RC

Contractor's Initials

VOID

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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.



Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036

Customer Signature

Date

RA JA

Customer's Initials



RC

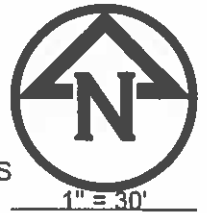
Contractor's Initials

VOID

NOTES:

- WATER LINE WILL BE SLEEVED IN SCH 40 PIPE WHERE IT CROSSES THE SUPPLY AND FLUSH LINES AND 10' BEYOND. THIS WILL PROVIDE EQUIVALENT PROTECTION TO THE SETBACK REQUIREMENTS IN TAC 290 CONCERNING WATER LINES.
- CLEANOUT WITHIN 3' OF STRUCTURE.
- PVC CONNECTING THE STRUCTURE TO THE TANK HAS AT MINIMUM 1/8" FALL PER 1'.
- USE 3" OR 4" SCH 40 SEWER PIPE TO CONNECT STRUCTURE TO TANK.
- TANK HAS BEEN INSTALLED > 5' FROM ALL STRUCTURES. THIS PROVIDES EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.
- TANK IS WATER TIGHT AND HAS BEEN MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
- TANK HAS BEEN BURIED AT DEPTH TO ALLOW FOR 12" SEPARATION BETWEEN TOP OF THE AEROBIC TREATMENT UNIT AND BOTTOM OF DRIP LINES.
- INSTALL 1" VACUUM BREAKERS AT HIGHEST POINTS ON SUPPLY AND FLUSH LINES.
- RETAINING WALL WITH A 20 MIL PLASTIC LINER PLACED ALONG ITS INTERIOR AT A MINIMUM OF 18" IN DEPTH TO PREVENT SEEPAGE.
- RELOCATED DRIP DISPOSAL AREA WITHIN NEW RETAINING WALL TO BE REGRADED TO <30%.

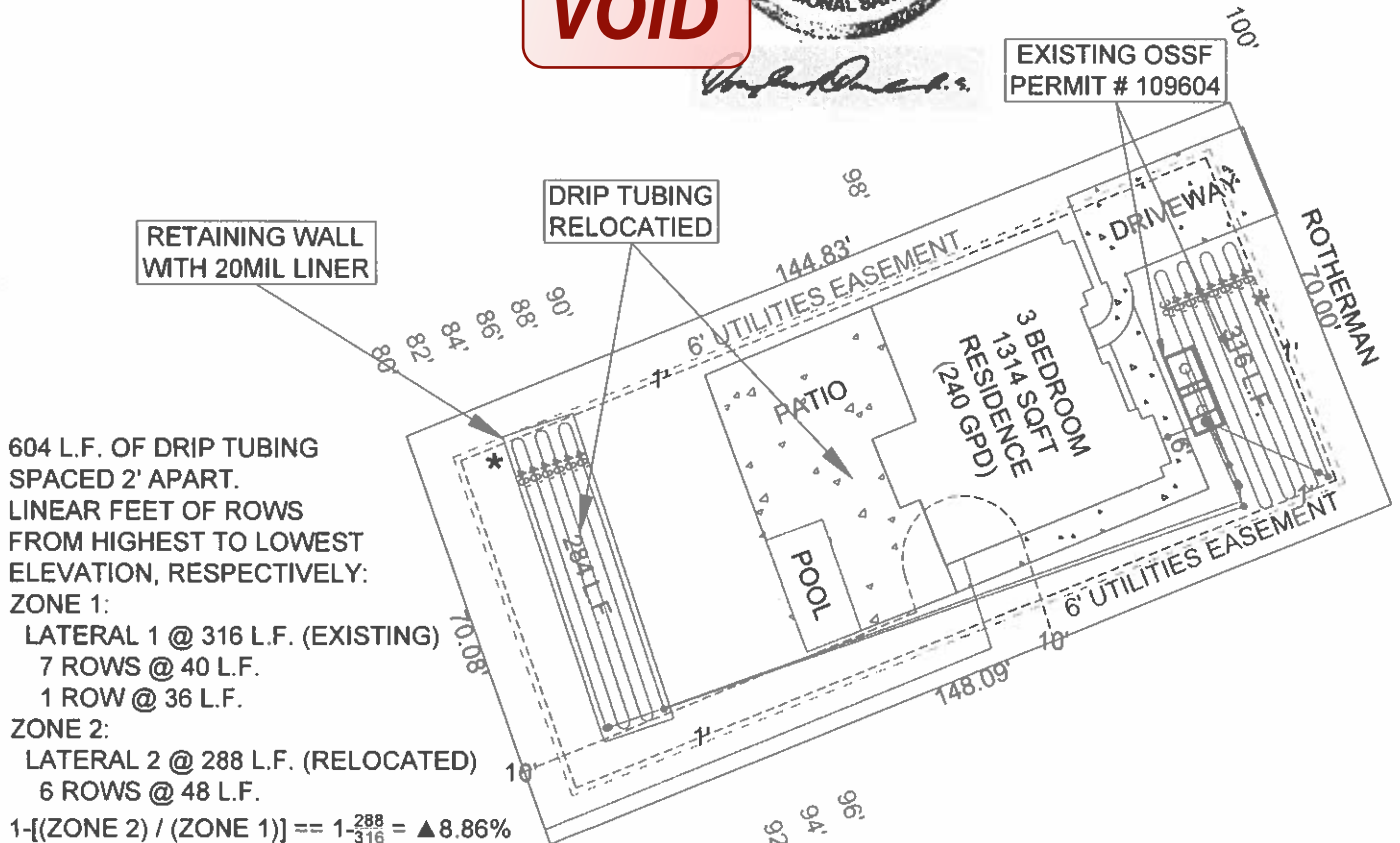
ANTHONY DECONTRERAS
 1286 ROTHERMAN
 CANYON LAKE, TX 78133
 TAMARACK SHORES
 UNIT 2, LOT 468
 COMAL COUNTY / 0.2346 ACRES



LEGEND	
•	2-WAY CLEANOUT
•	1" VACUUM BREAKER
•	SUPPLY LINE CONNECTION
•	FLUSH LINE CONNECTION
•	2-ZONE K-RAIN VALVE BOX
•	CHECK VALVE
---	DRIP TUBING
---	SUPPLY LINE
---	FLUSH LINE
---	WATER LINE
---	OSSF SETBACK
---	EASEMENT/FEATURE
*	TEST HOLE
□	EXISTING 600 GPD ATU (#109604)



VOID



604 L.F. OF DRIP TUBING SPACED 2' APART. LINEAR FEET OF ROWS FROM HIGHEST TO LOWEST ELEVATION, RESPECTIVELY:

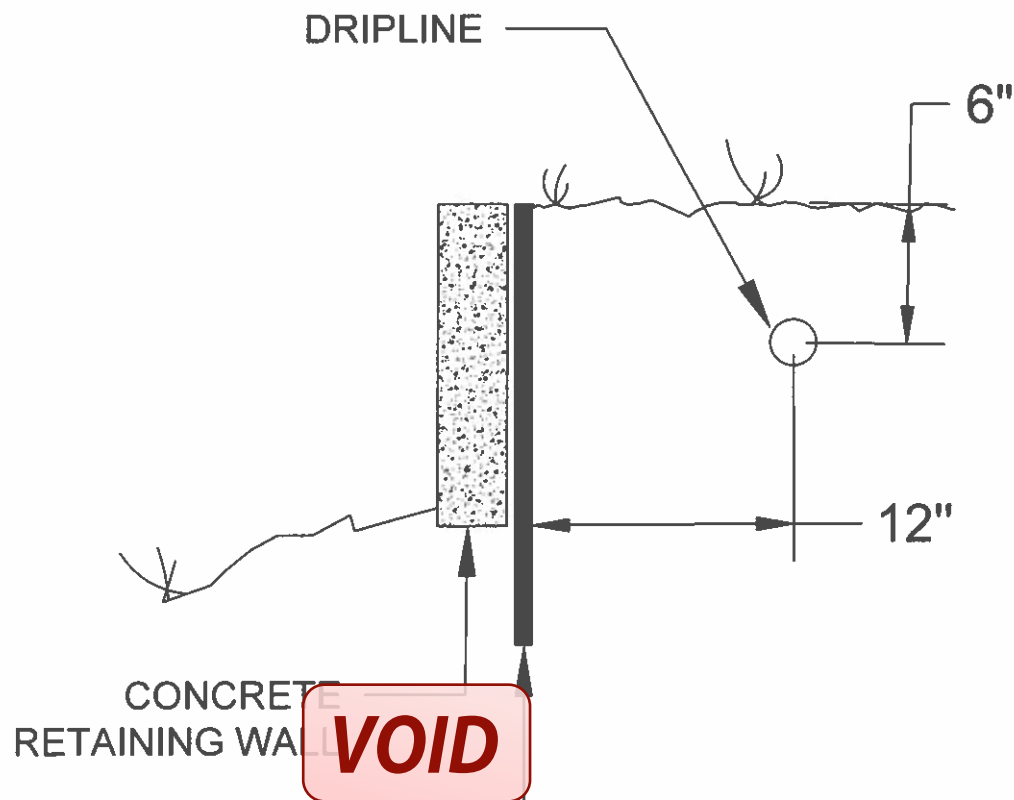
- ZONE 1:**
 LATERAL 1 @ 316 L.F. (EXISTING)
 7 ROWS @ 40 L.F.
 1 ROW @ 36 L.F.
- ZONE 2:**
 LATERAL 2 @ 288 L.F. (RELOCATED)
 6 ROWS @ 48 L.F.
- $1 - \frac{[(\text{ZONE 2}) / (\text{ZONE 1})]}{316} = 1 - \frac{288}{316} = \blacktriangle 8.86\%$

VOID

RETAINING WALL SCHEMATIC



Douglas R. Dowlearn



CONCRETE
RETAINING WALL

VOID

20 MIL PLASTIC LINER PLACED
IN A TRENCH THAT IS A
MINIMUM DEPTH OF 18" TO
PREVENT SEEPAGE

NOTE: NOT TO SCALE

RECEIVED

By Brenda Ritzen at 8:13 am, Jun 06, 2024

Project Address: 1286 Rotherman
Permit Number: 117495
Designer: Douglas R. Dowlearn, R.S. 2432
Reviewer: Brenda Ritzen
Date: 6.3.24

UPDATED OSSF DESIGN PACKET

The OSSF system design has been updated as follows:

1. There appears to be a typo on the design for the 288 l.f. drip tubing area. See attached.

Drainfield L.F. has been revised - see site plan.

2. Is there a steep slope within the required setback to the drip field. If so this needs to be indicated on the design and a variance provided.

There is a steep slope within 25' of the drainfield, which has been indicated on the design. Variance has been added to the design packet.

3. There are two different maintenance contracts provided. Please indicate which contact is valid.

Maintenance contract is updated within site plan.

4. A preliminary inspection is scheduled for tomorrow. Additional comments may be necessary when complete.

Noted.

5. Revise as needed and resubmit.

Find revised packet attached.



Douglas R. Dowlearn, R.S.

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: December 16, 2022

Grantor: JACOB NACHLINGER and STORMIE DALE NACHLINGER

Grantor's Mailing Address: 1441 Purgatory Rd, Canyon Lake TX 78132

Grantee: ANTHONY DECONTRERAS

Grantee's Return Mailing Address: 7519 McKinney Hills, San Antonio TX 78254

Consideration: TEN and NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid to Grantor, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution by Grantee of one certain promissory note of even date payable to the order of NAVY FEDERAL CREDIT UNION in the principal amount of \$280,321.00. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of NAVY FEDERAL CREDIT UNION and by a first-lien deed of trust of even date from Grantee to Allan B. Polunsky, trustee.

Property (including any improvements):

Lot 468, Section II of Tamarack Shores Subdivision, an Addition to the Comal County, Texas, according to the Map or Plat thereof recorded in Volume 4, Pages 8-9, Map and Plat Records, Comal County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; 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.

To the extent that the purchase agreement between Grantor and Grantee, if any, 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 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. NAVY FEDERAL CREDIT UNION, 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 of NAVY FEDERAL CREDIT UNION and are transferred to NAVY FEDERAL CREDIT UNION without recourse against Grantor.

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

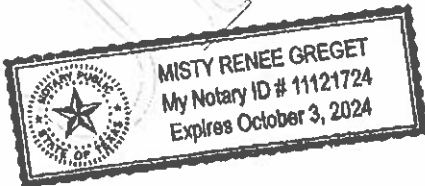

JACOB NACHLINGER

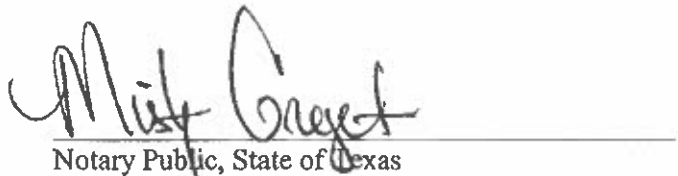

STORMIE DALE NACHLINGER

STATE OF TEXAS)

COUNTY OF BEXAR)

This instrument was acknowledged before me on December 16, 2022 by JACOB NACHLINGER and STORMIE DALE NACHLINGER.




Notary Public, State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
12/16/2022 03:58:07 PM
TERRI 2 Pages(s)
202206052089

 Bobbie Koepf

COUNTY OF COMAL

COUNTY ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

items	Date Received
	Initials

117495
Permit Number

Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

OSSF Permit

- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- Required Permit Fee
- 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.



 Signature of Applicant

05/13/2024

 Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

___ INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)