

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials		285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)				
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards		285.91(10) 285.30(b)(4) 285.31(d)				
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)		285.32(a)(1)				
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot		285.32(a)(3)				
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
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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: 117805
Issued This Date: 08/30/2024
This permit is hereby given to: SCOTT S. & MARY M. ABBOTT

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

120 OYSTER SPGS
CANYON LAKE, TX 78133

Subdivision: MOUNTAIN SPRING RANCH
Unit: 1
Lot: 40
Block: 0
Acreage: 1.0200

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date June 25, 2024

Permit Number 117805

1. APPLICANT / AGENT INFORMATION

Owner Name SCOTT STUART ABBOTT & MARY

MARCHESE ABBOTT

Agent Name GREG JOHNSON, P.E.

Mailing Address 410 BOBWHITE LANE

Agent Address 170 HOLLOW OAK

City, State, Zip NEW BRAUNFELS TEXAS 78132

City, State, Zip NEW BRAUNFELS, TEXAS 78132

Phone # 832-298-5238

Phone # 830-905-2778

Email sabbott6@att.com

Email gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name MOUNTIAN SPRINGS RANCH

Unit 1 Lot 40 Block

Survey Name / Abstract Number Acreage

Address 120 OYSTER SPRINGS 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 4

Indicate Sq Ft of Living Area 3410

☐ 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: \$ 750,000 (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well ☐ Rainwater Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Signature of Owner

Mary M. Abbott

Date

7-14-24
7/14/24



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

MOUNTAIN SPRINGS RANCH, UNIT 1, LOT 40

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

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) SOLAR AIR SA600LP Absorption/Application Area (Sq Ft) 4825

Gallons Per Day (As Per TCEQ Table 111) 300

(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.)

Is there at least one acre per single family dwelling as per 285.40(c)(1)? ☒ Yes ☐ No

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

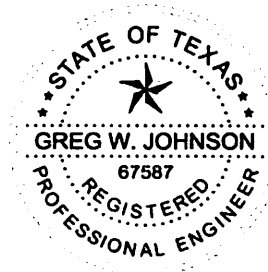
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)

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 UP has been approved by the appropriate reg

Is this property within an incorporated city? ☐ Yes ☒ No

If yes, indicate the city: _____



FIRM #2585

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

June 26, 2024
Date

AFFIDAVIT**THE COUNTY OF COMAL
STATE OF TEXAS****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.

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):

1 UNIT/PHASE/SECTION 40 BLOCK 40 LOT MOUNTAIN SPRINGS RANCH SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): SCOTT STUART ABBOTT & MARY MARCHESE ABBOTT

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 27th DAY OF June, 2024

Mary Marchese Abbott
Owner(s) signature(s)

MARY MARCHESE ABBOTT
Owner (s) Printed name (s)

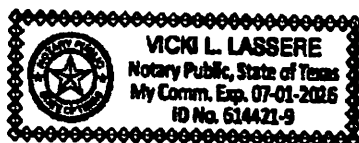
MARY M. ABBOTT

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 27th DAY OF

June, 2024

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Vicki L. Lassere
Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
07/26/2024 01:34:16 PM
MARY 1 Pages(s)
202406022388



Bobbie Koepp

REVISED

3:13 pm, Nov 20, 2024

Countryside Construction, Inc.
300 Chapman Parkway, Canyon Lake, TX. 78133
Phone: 830-899-2615 or 1-888-379-3721 Fax: 830-899-6662
Septic System Service Agreement

In consideration of payment for this service contract, we will abide by and agree to its terms and conditions:

Name: Scott : Mary Abbott Address: 120 Oyster Springs
Sub-Div./County: Mountain Springs/Canability, State-Zip: C.L. TX. 78133
Permit #: 117805 Model #: SA 600LP Serial #: _____
Phone #: (832) 298-5238

☒ Initial Two Year Service Agreement
& Two Year Limited Warranty

☐ One Year Service Agreement

The effective date of this initial maintenance contract shall be the date the License to Operate is issued.

Legal Description: Mountain Springs Ranch, Unit 1, block 0

This contract will be in effect FROM LTO TO 2405 and will provide the following:

- A: An inspection/service call every (4) four months which will include: inspection, adjustments and servicing of the mechanical & electrical components as necessary to insure proper function of the system.
- B: An effluent quality inspection consisting of a visual check for color, turbidity, scum, overflow and odor.
- C: The property owner is responsible for "purchasing and keeping chlorine" in the chlorinator, (if applicable). If the chlorine test reveals "No Chlorine" in the system, the property owner may incur an additional cost.
- D: If any improper operation is observed (which cannot be corrected at that time) the property owner will be notified immediately of the conditions and the estimated cost.
- E: The response time to a complaint by the property owner regarding operation of the system, shall be within "48 hours," from the time of notification.
- F: ANY PARTS, WARRANTY OR NON-WARRANTY, OR FREIGHT CHARGES, LABOR OR SERVICE CALLS DUE NOT PAID FOR REMAIN THE PROPERTY OF COUNTRYSIDE CONSTRUCTION AND COULD RESULT IN REPOSESSION OF PARTS BY COUNTRYSIDE CONSTRUCTION.
- G: THE SIGNING OF THIS SERVICE AGREEMENT AUTHORIZES COUNTRYSIDE CONSTRUCTION TO ENTER THE PROPERTY TO EXECUTE ALL TERMS OF THIS CONTRACT.

Countryside Construction, Inc., will warranty installation of the septic system to be according to state and county regulations and the designs approved by the county. **HOMEOWNER WILL BE RESPONSIBLE FOR SERVICE CALLS, LABOR AND SHIPPING COSTS ON ANY "WARRANTED PARTS" EXCHANGED DURING WARRANTY.** All other components will be according to manufacture's warranties.

Important: As Countryside Construction, Inc. cannot control what or how much effluent goes into this septic system, we cannot warranty how the system will function. Refer to manufacturers or installer's instructions, for suggestions on septic operation. This service agreement does not cover the cost of "Service Calls, Labor or Materials that are required or parts out of warranty, the failure to maintain electrical power to the system, sprinklers that are broken, leaking, stopped-up or otherwise mal-functioning; or sewage flows exceeding the hydraulic/organic design capabilities and the input of non-biodegradable materials (solvents, grease, oil, paints, etc.), or any usage contrary to the requirements as advised by authorized service representative. Laboratory test work is available at an additional cost. Chlorine, filters, or parts that are out of warranty are available at a reasonable cost.

This contract does not include the pumping of a tank or of any compartment of a tank, or settlement of soil on or around any part of the system regardless of reason:

Violations of the warranty also include: Disconnecting the alarm, restricting ventilation to the aerator, over loading the system above its rated capacity; or flooding by external means. Rodent, insect or Fire Ant damage or any other form of unusual abuse is a violation.

A renewal service contract should be "**Activated**" (30) **thirty days** before expiration of existing contract. We will contact property owner prior to expiration of existing contract.

Serviced by: Countryside Construction Inc.
Walker Chapman - Operator Licensee #2929

☒ 
Property Owner Signature

Print Name ☒ Scott S. Abbott Date: _____

☒ Walker Chapman

Date: 11/18/24

Authorized Service Representative (revised 10/9/09)

Mary M. Abbott

Greg W. Johnson, P.E.
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

June 26, 2024

Comal County Office of Environmental Health
195 David Jonas Drive
New Braunfels, Texas 78132-3760

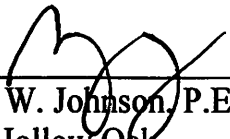
RE- SEPTIC DESIGN
120 OYSTER SPRINGS
MOUNTAIN SPRINGS RANCH, UNIT 1, LOT 40
CANYON LAKE, TX 78133
ABBOTT RESIDENCE

Brandon/Brenda,

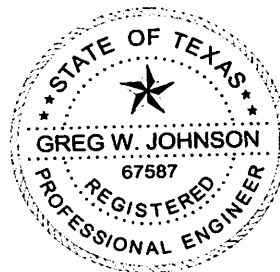
The referenced property is located within the Edwards Aquifer Contributing Zone. This OSSF design will comply with requirements in the CZP.

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40, 285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

 06/26/24

Greg W. Johnson, P.E. No. 67587 / F#2585
170 Hollow Oak
New Braunfels, Texas 78132 - 830/905-2778



ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: June 25, 2024

Site Location: MOUNTAIN SPRINGS RANCH, UNIT 1, LOT 40

Proposed Excavation Depth: N/A

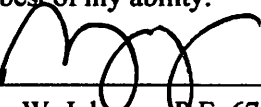
Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
Locations of soil boring or dug pits must be shown on the site drawing.
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 8"	BROWN
1						
2						
3						
4						
5						

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

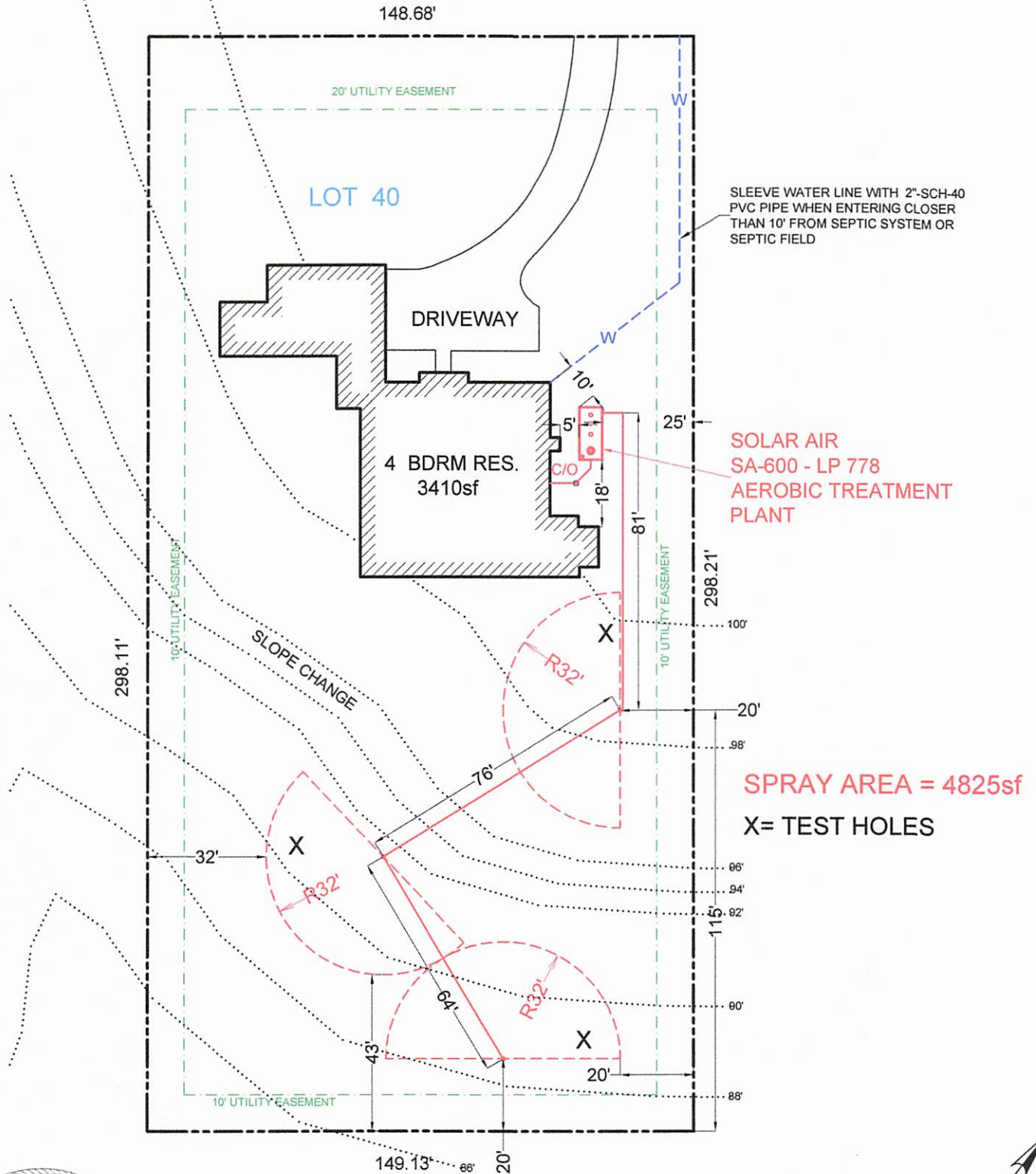
I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.


Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

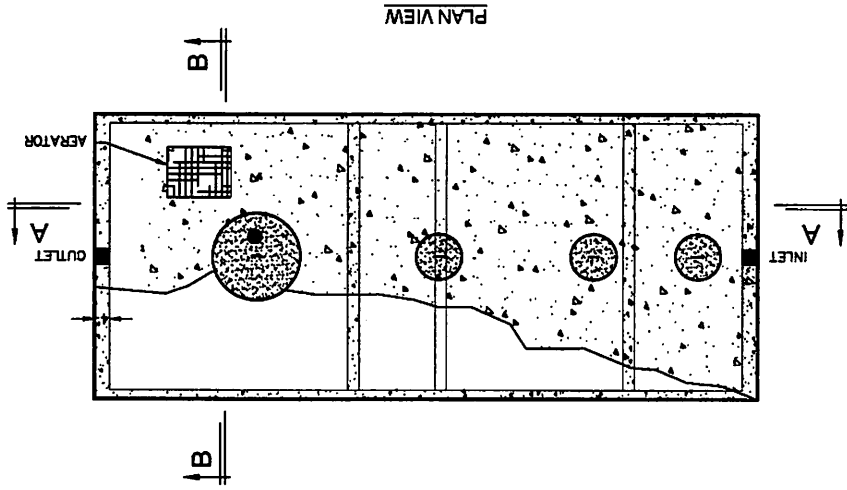
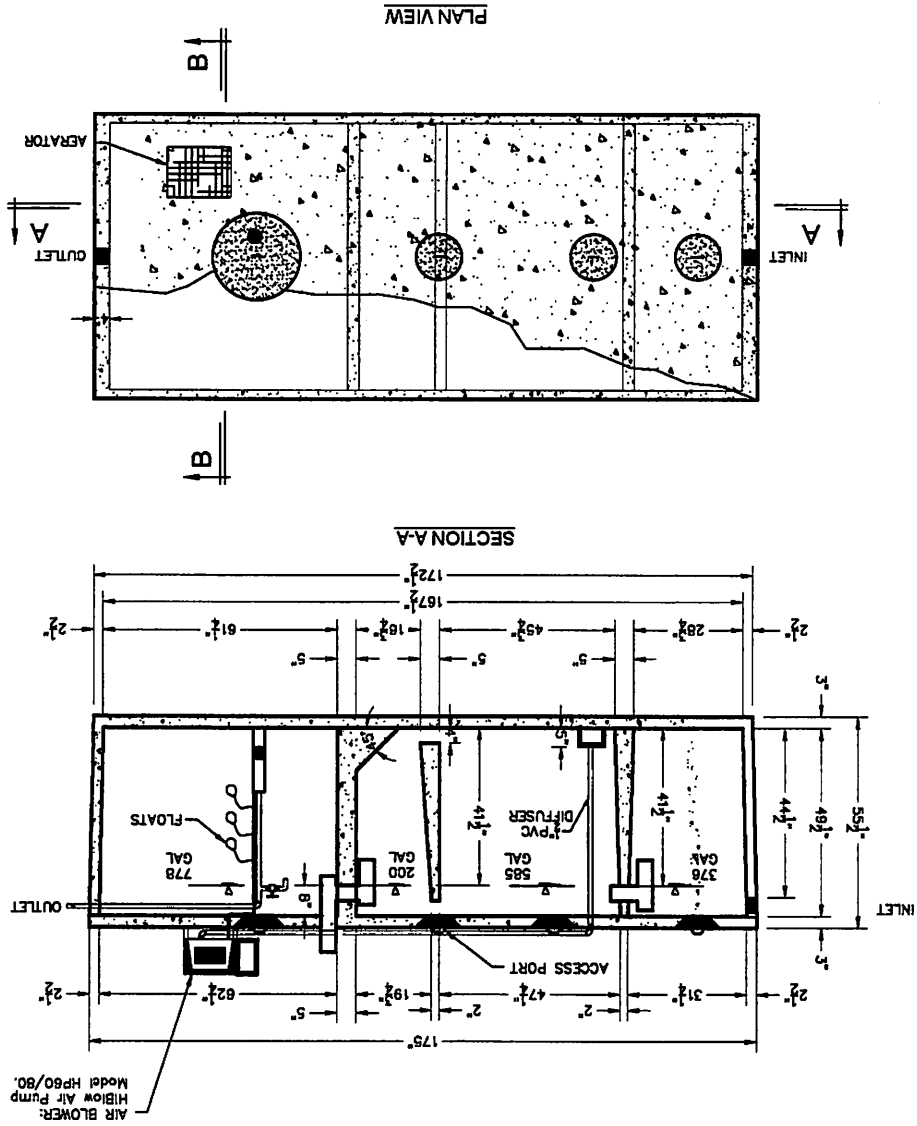
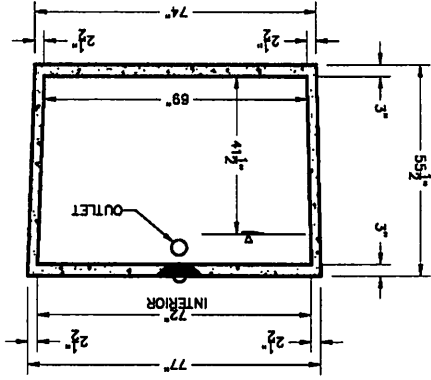
6/25/24
Date

FIRM #2585

OYSTER SPRINGS



OWNER: SCOTT STUART & MARY MARCHESE ABBOTT				DRAWN BY: EJS III	
STREET ADDRESS: 120 OYSTER SPRINGS					
LEGAL DESC: MOUNTAIN SPRINGS RANCH			UNIT/SECTION/PHASE: 1	BLOCK:	LOT: 40
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=40'	DATE: 6/26/2024		REVISED:



DESIGNER: ES&C	SOLAR AEROSOLIC 6754 HWY 90 EAST LAKE CHARLES, LA 70615 PHONE: (337) 439-0880	PROJECT NO.	DATE DEC 2016
DRAWN: E30			
CHECKED: E30C			
DATE:			
MODEL SA-600P RESIDENTIAL WASTEWATER TREATMENT SYSTEM		REV	DATE
		REVISIONS	
		SCALE 1"=1'-0"	SHEET SA-3

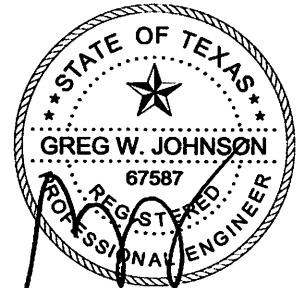
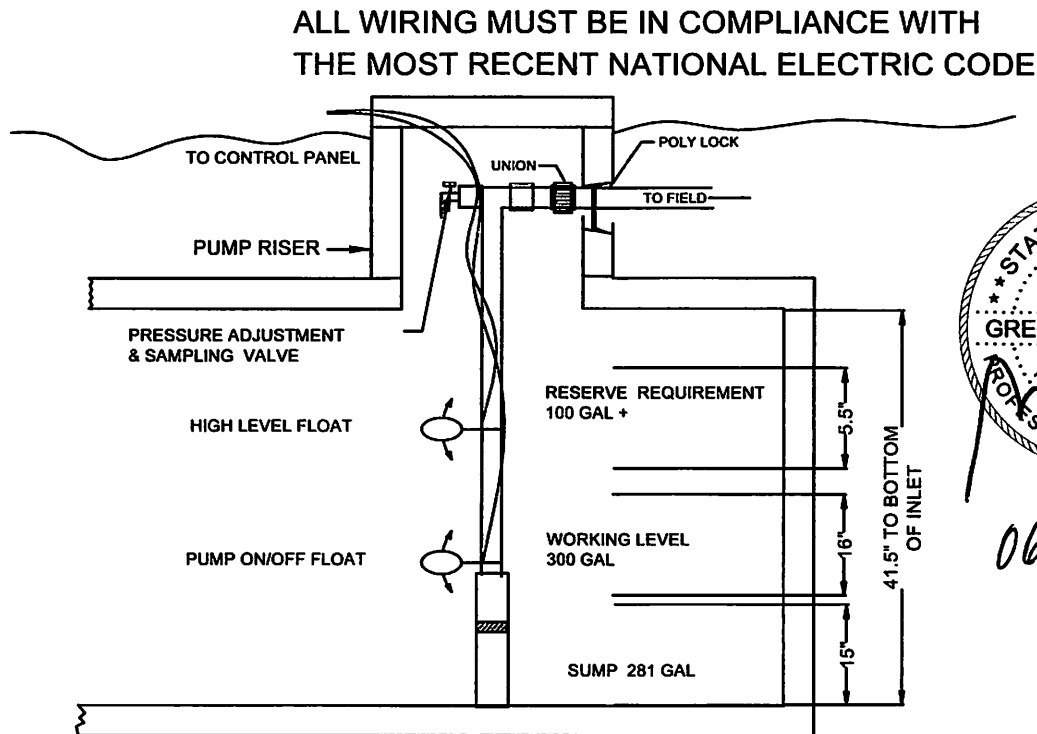
TANK NOTES:

Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

A two way sanitary tee is required between residence and tank.

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks



F#2585

06/26/24

**TYPICAL PUMP TANK CONFIGURATION
SOLAR-AIR SA-600 LP 778 GAL PUMP TANK**

E-Series

FPS

Environmental Series Pumps

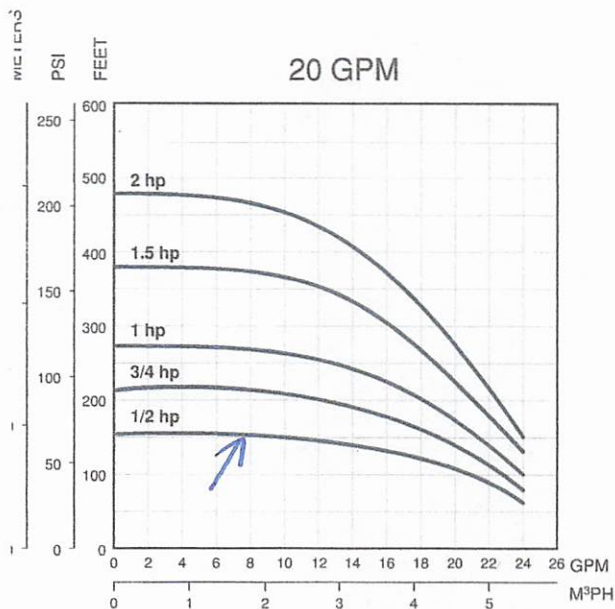
Thermoplastic Performance

LOW ANGLE NOZZLE PERFORMANCE CHART

Nozzle	PSI	Radius	GPM
#1	30	22'	1.5
	40	24'	1.7
	50	26'	1.8
	60	28'	2.0
#3	30	29'	3.0
	40	32'	3.1
	50	35'	3.5
	60	37'	3.8
#4	30	31'	3.4
	40	34'	3.9
	50	37'	4.4
	60	38'	4.7
#6	40	38'	6.5
	50	40'	7.3
	60	42'	8.0
	70	44'	8.6

KRAIN
Pro-Plus

*



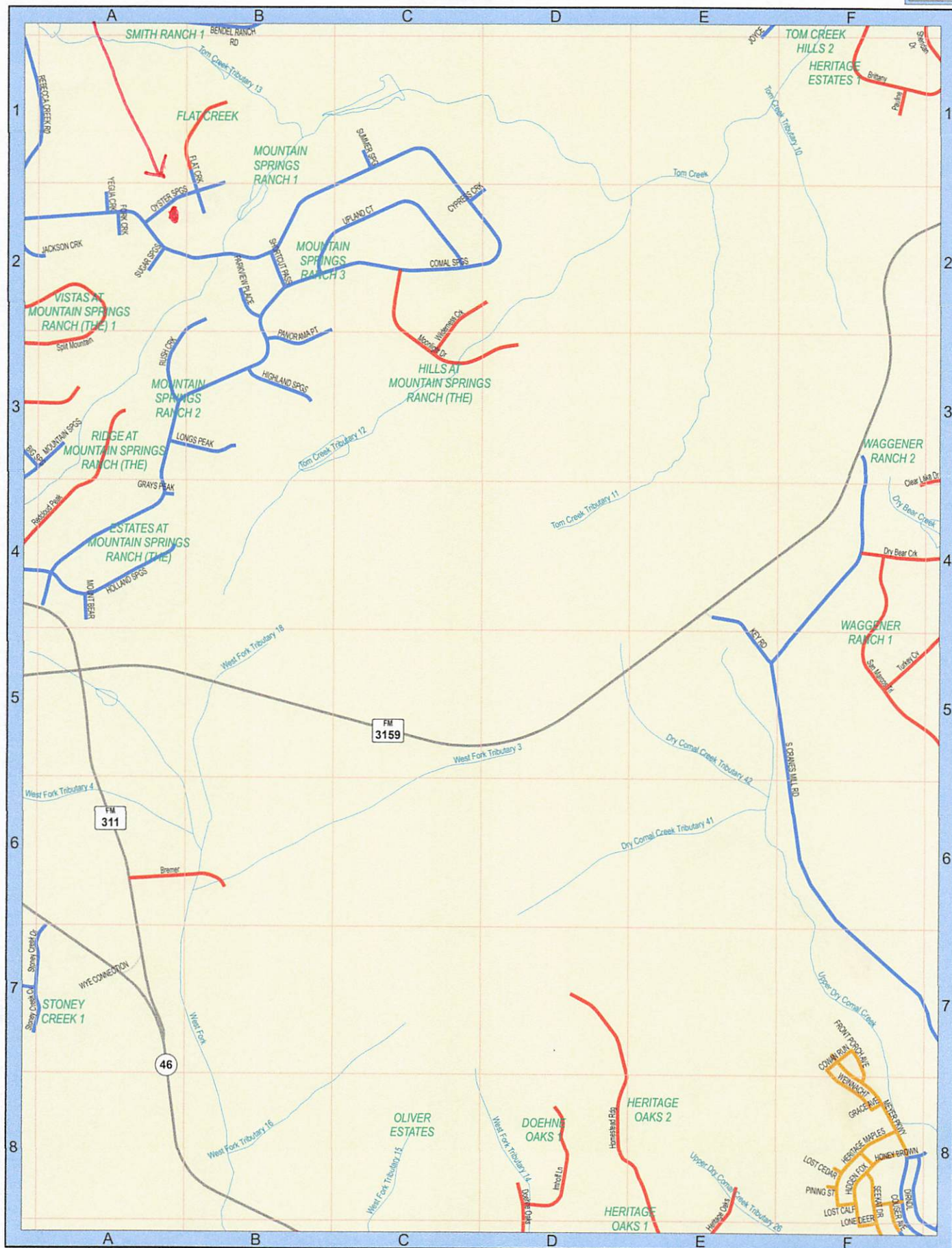
Thermoplastic Units Ordering Information

1/2 - 1.5 HP Single-Phase Units

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94741005	10FE05P4-2W115	10	1/2	115	2	24
94741010	10FE05P4-2W230	10	1/2	230	2	24
94741015	10FE07P4-2W230	10	3/4	230	2	28
94741020	10FE1P4-2W230	10	1	230	2	31
94741025	10FE15P4-2W230	10	1.5	230	2	46
94742005	20FE05P4-2W115	20	1/2	115	2	25
94742010	20FE05P4-2W230	20	1/2	230	2	25
94742015	20FE07P4-2W230	20	3/4	230	2	28
94742020	20FE1P4-2W230	20	1	230	2	31
94742025	20FE15P4-2W230	20	1.5	230	2	40

Thermoplastic 1/2 - 2 HP Pump Ends

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94751005	10FE05P4-PE	10	1/2	N/A	N/A	6
94751010	10FE07P4-PE	10	3/4	N/A	N/A	7
94751015	10FE1P4-PE	10	1	N/A	N/A	8
94751020	10FE15P4-PE	10	1.5	N/A	N/A	12
94752005	20FE05P4-PE	20	1/2	N/A	N/A	6
94752010	20FE07P4-PE	20	3/4	N/A	N/A	7
94752015	20FE1P4-PE	20	1	N/A	N/A	8
94752020	20FE15P4-PE	20	1.5	N/A	N/A	10
94752025	20FE2P4-PE	20	2	N/A	N/A	11



SEE PAGE 42

From: [Ritzen,Brenda](#)
To: [robert keltner](#); [Olvera,Brandon](#)
Subject: RE: 120 Oyster Springs
Date: Wednesday, November 20, 2024 3:14:00 PM
Attachments: [image001.png](#)

Robert,

This has been updated in the permit file.

Thank you,



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

From: robert keltner <rwkeltner@hotmail.com>
Sent: Wednesday, November 20, 2024 8:40 AM
To: Olvera,Brandon <Olverb@co.comal.tx.us>; Ritzen,Brenda <rabbjr@co.comal.tx.us>
Subject: 120 Oyster Springs

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 update this file with our contract.

Thanks, Robert

VOID

Maintenance Service Provider
15188 FM 306
Canyon Lake, TX 78133
Office (830)964-2365



MOUNTAIN SPRINGS RANCH, UNIT 1, LOT 40

SERVICE ADDRESS

120 OYSTER SPRINGS, CANYON LAKE, TX 78133

INSTALLER

RANDY BATEY

TERM

2 year

Routine Maintenance and Inspection Agreement

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between ; (referred to as "Client") and Aerobic Services of South Texas (Thomas W. Hampton MP349) (hereinafter referred to as "Contractor") located at 15188 FM 306 Canyon Lake, Texas 78133 (830) 964-2365. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 6 over the two year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting the control panel, air pumps, air filters, diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The Property Owner is responsible for the chlorine; it must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy. BOD and TSS testing is covered by this contract.

The Property Owner Manual must be strictly followed or warranties are subject to invalidation. Pumping of sludge build-up is not covered by this policy and will result in additional charges.

ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the purpose of the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of evaluations if necessary. Soil Is to be replaced with the excavated material as best as possible.

Termination of Agreement

Either party may terminate this agreement within ten days with a written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, the Contractor will immediately notify the appropriate health authority of the termination.

VOID

REVISED

8:06 am, Aug 30, 2024

VOID

Limit of Liability

In no event shall the Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract tort or any other theory. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this Agreement.

Dispute Resolution

If a dispute between the Client and the Contractor arises that cannot be settled in good faith negotiations then the parties shall choose a mutually acceptable arbitrator and shall share the cost of the arbitration services equally.

Entire Agreement

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

Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this 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.

Property Owner

Name

SCOTT S. & MARY M. ABBOTT

Email

sabbott6@att.com

Service Address

120 OYSTER SPRINGS

Phone

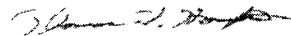
832-298-5238

SERVICE PROVIDER

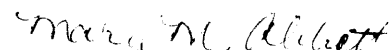
Aerobic Services of South Texas LLC

15188 FM 306 Canyon Lake, TX 786133

(830) 964-2365



Signature of Service Provider and License #
[Thomas Hampton, OS0024597 / MP0000349]


SIGNATURE

EFFECTIVE DATE _____

EXPIRED DATE _____

VOID



**The effective date of this initial maintenance contract shall be the date license to operate is issued.*

From: [Ritzen, Brenda](#)
To: ["sabbott6@att.com"; "\(gregjohnsonpe@yahoo.com\)"](#)
Subject: Permit 117805
Date: Tuesday, August 27, 2024 4:09:00 PM
Attachments: [image001.png](#)

**Re: Scott S. & Mary M. Abbott
Mountain Springs Ranch Unit 1 Lot 40
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:**

- ✓. Owner signature needed on the 2 year initial maintenance contract.
- 2. 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

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Property Owner

Name

SCOTT S. & MARY M. ABBOTT

Email

sabbott6@att.com

Service Address

120 OYSTER SPRINGS

Phone

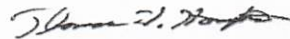
832-298-5238

SERVICE PROVIDER

Aerobic Services of South Texas LLC.

15188 FM 306 Canyon Lake, TX 786133

(830) 964-2365



Signature of Service Provider and License #
[Thomas Hampton, OS0024597 / MP0000349]

SIGNATURE _____

EFFECTIVE DATE _____

EXPIRED DATE _____

VOID



*The effective date of this initial maintenance contract shall be the date license to operate is issued.

our signature

AFTER RECORDING MAIL TO:
Scott Stuart Abbott and Mary Marchese Abbott
782 Mission Heights
New Braunfels, TX 78130

Prepared By:
Robertson Anschutz Vettors, LLC
1500 CityWest Boulevard, Ste. 700
Houston, TX 77042

GENERAL WARRANTY DEED

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.

State of Texas
County of Bexar

THAT Marion L Thomas and Maria J Thomas, a married couple, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Scott Stuart Abbott and Mary Marchese Abbott, husband and wife, hereinafter called "Grantee", whose mailing address is 782 Mission Heights, New Braunfels, TX 78130, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of Twenty-Six Thousand Six Hundred Twenty-Five Dollars (\$26,625.00), of even date herewith, payable to the order of Prosperity Bank, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to David Zalman, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in Comal County, Texas, to-wit:

Lot 40 of MOUNTAIN SPRINGS RANCH, UNIT ONE, a subdivision in Comal County, Texas according to the plat recorded in Volume 14, Pages 343-348 of the Map and Plat Records of Comal County, Texas

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said Property.

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property hereinabove described, as evidenced by the above described Note, and thus said Vendor's Lien and Deed of Trust Lien against said Property securing the payment of said Note, are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the Property by virtue of said liens.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said Property unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

NOTWITHSTANDING any provision in this general warranty deed to the contrary, Grantees acknowledges and agrees that Grantor has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property; (b) the suitability of the Property for any and all activities and uses of purchaser; (c) the merchantability, profitability or fitness for a particular purpose of the Property; (d) the manner or quality of the construction or materials, if any, incorporated into the Property; and (e) the manner, quality, state of repair or lack of repair of the Property.

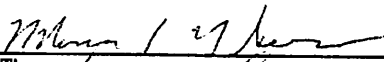
****THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK****

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described Property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

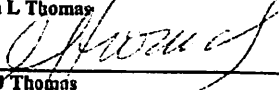
But it is expressly agreed that the Vendor's Lien and Superior Title is retained in favor of the Payee of said Note against the above-described Property and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this Deed shall become absolute.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

Executed date: 4/23/2019



Marion L. Thomas



Maria J. Thomas

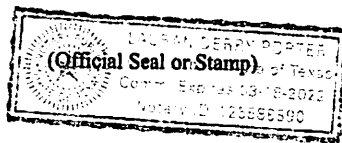
State of Texas

County of TEXAS

This instrument was acknowledged before me on (Date) 4/23/2019
by **Marion L Thomas and Maria J Thomas.**

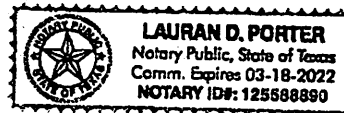
☒ **Notary Public:** check the appropriate box - and only one box - as applicable to this notarial act:

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



Luran D. Porter
Notary Public (Signature of Notary Officer)
Luran D. Porter
(Printed Name of Notary Officer)

My commission expires: _____



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/24/2019 10:10:18 AM
TERRI 4 Pages(s)
201906013792



Bobbie Koepp

RECEIVED

By Kathy Griffin at 2:48 pm, Aug 12, 2024



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

--	--

Date Received

Initials

117805

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 - See Attached Fee Schedule
- ☒ Copy of Recorded Deed
- ☒ Surface Application/Aerobic Treatment System
 - ☒ Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - ☒ Signed Maintenance Contract with Effective Date as Issuance of License to Operate

I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

Signature of Applicant

08/12/2024

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

___ (Missing Items Circled, Application Refused)