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

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

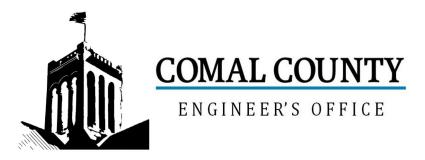
**Inspector Notes:** 

No.	Description	Answer	Citations	Notes 1st Insp.		2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and " T " Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (i)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
	SEPTIC TANK Tank Volume Installed						
	PUMP TANK Volume Installed						
	AEROBIC TREATMENT UNIT Size Installed						
14	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo- transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

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

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

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



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

Permit Number:	117886
Issued This Date:	10/21/2024
This permit is hereby given to:	MARK VARA & ELIZABETH QUAN

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

## 10222 OAK FOREST WAY NEW BRAUNFELS, TX 78132

Subdivision:	ROCKWALL RANCH
Unit:	4
Lot:	24
Block:	6
Acreage:	1.2600

## APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



# OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

117886

Date Received Initials

Permit Number

Instructions:

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

oss	F Permit
$\ge$	Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
$\times$	Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
$\times$	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.
$\times$	Required Permit Fee - See Attached Fee Schedule
$\times$	Copy of Recorded Deed
$\times$	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

	COMP	LETE	APPL	ICATION	
--	------	------	------	---------	--

Check No.

Receipt No.

09/04/2024

Date

INCOMPLETE APPLICATION
(Missing Items Circled, Application Refeused)

thy Griffin at 11:26 am, Sep 06, 20 COMAL C ENGINEER:	OUNTY	<b>RECEIVED</b> By Brandon Olvera	a at 3:41 pm, Oct 2	1, 2024	195 DAVID JONAS DR NEW BRAUNFELS, TX 7813 (830) 608-2090 WWW.CCEO.ORG
Date 8-8-	24			Permit Nu	umber 117886
1. APPLICANT / AC	GENT INFORMA	TION			
		A & ELIZABETH QUAN	Agent Name	GRI	EG W. JOHNSON, P.E.
		011 FM 306			170 Hollow Oak
Sector Contractor		ke, TX 78133			Braunfels, TX 78132
		935-4936	Phone #		830-905-2778
Email		septics.com	Email	gregjo	hnsonpe@yahoo.com
2. LOCATION					
Subdivision Name	ROCKWALL	RANCH	Uni	t 4	Lot 24 Block 6
Survey Name / Abs	tract Number				Acreage
3. TYPE OF DEVEL				<b>5</b>	
	truction (House,	Mobile, RV, Etc.) HC	DUSE		
	-	4			
	t of Living Area				
	mily Residential			8 U	
		lequate land area for doubling		d for treatm	ent units and disposal area)
				10000 <b>•</b> 1000	
		ers - Indicate Number of Se			
		Home - Indicate Number			
Miscellaneous		ate Number of Spaces			an a
Miscellarieous	S				
Estimated Cost of	Construction: \$	100,000	(Structure Only)		
				nino oro (l	
					JSACE) flowage easement?
Source of Water		st provide approval from USACE	for proposed USSF improve	ments within	the USACE flowage easement)
I. SIGNATURE OF	/	Filvale vveli			
By signing this applica					
The completed applic	cation and all addit	ional information submitted d mer or I possess the appropri	oes not contain any false ate land rights necessary	information to make the	and does not conceal any materia e permitted improvements on said
Authorization is herel site/soil evaluation an	nd inspection of pri	ivate sewage facilities			lescribed property for the purpose or r has performed the reviews require
by the Comal County	Flood Damage Pr	revention Order. ting/public release of my e-ma			- X10
74-67	. V - 1	Elisabeth Chin	_ 8/8/2	4	
Signature of Owne	er -	0	Date		Page 1 o Revised January

Revised January 2021

		ROCKWALL RANCH,	UNIT 4, BLOCK 6, LOT 24
COMALCOUNTY ENGINEER'S OFFICE	ON-SITE SEWAGE FACILI		195 DAVID JONAS DR NEW BRAUNFELS, TX 78132 (830) 608-2090 <u>WWW CCEO ORG</u>
Planning Materials & Site Evaluat	tion as Required Completed By	GREG W. JOHN	ISON, P.E.
System DescriptionP	ROPRIETARY; AEROBIC TREA	TMENT AND SURFACE IF	RIGATION
Size of Septic System Required E	Based on Planning Materials & Soil Ev	valuation	
Tank Size(s) (Gallons)	MAXX AIR M600	Absorption/Application	Area (Sq Ft) 5654
Gallons Per Day (As Per TCEQ Ta	ble 111) 300		
(Sites generating more than 5000 gal	llons per day are required to obtain a perr	nit through TCEQ.)	
Is the property located over the E	dwards Recharge Zone? 🔀 Yes [	No	
(if yes, the planning materials must b	e completed by a Registered Sanitarian (	R.S.) or Professional Engineer (P	.E.))
	red WPAP for the property? 🔀 Yes hat the OSSF design complies with all pro		
Is there at least one acre per sing	le family dwelling as per 285.40(c)(1)	? 🗙 Yes 🔲 No	
If there is no existing WPAP, doe	s the proposed development activity	require a TCEQ approved WP	AP? 🗌 Yes 🔀 No
(if yes, the R.S or P.E. shall certify the issued for the proposed OSSF units the proposed OSSF units of the proposed OSSF units	nat the OSSF design will comply with all-p til the proposed WPAP has been approve	provisions of the proposed WPAP d by the appropriate regional offic	. A Permit to Construct will not e.)
Is the property located over the E	dwards Contributing Zone?  Yes	No No	
Is there an existing TCEQ approv	al CZP for the property? 🔲 Yes	No	
(if yes, the P.E. or R.S. shall certify the	hat the OSSF design complies with all pro	visions of the existing CZP.)	
If there is no existing CZP, does	the proposed development activity re	quire a TCEQ approved CZP?	🗌 Yes 🔀 No
	hat the OSSF design will comply with all p the UP has been approved by the approp		A Permit to Construct will not be
Is this property within an incorpor	ated city? 🔲 Yes 🔀 No	5 A + 75	
If yes, indicate the city:		GREG W. JOHNSON	
		TONONAL ENGINE	FIRM #2585
By signing this application, I certify	r that:		
•	is true and correct to the best of my know $\checkmark$	-	
- I affirmatively consent to the opti	ne posting/public release of my e-mail add	dress associated with this permit	application, as applicable.
$( ^{\prime} X X)$		August 18, 2024	
Signature of Designer	Da		
			Page 2 of 2

#### 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.

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):

4	UNIT/PEA	SE/SECTION	6	BLOCK	24	LOT	<b>ROCKWALL RANCH</b>	SUBDIVISION
	$\bigcirc$							

IF NOT IN SUBDIVISION: \_\_\_\_\_\_ ACREAGE

The property is owned by (insert owner's full name): MARK VARA & ELIZABETH QUAN

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 DAY	101 August ,2024
Mald.VL	MARK VARA
lynde	ELIZABETH QUAN
Owner(s) signature(s)	Owner (s) Printed name (s)
MARK VARA + ELFABETH GUAN	N TO AND SUBSCRIBED BEFORE ME ON THIS 6th DAY OF
August,20.24	THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY
Min Mr	Filed and Recorded
Notary Public Signature	<b>Official Public Records</b>
	<b>Bobbie Koepp, County Clerk</b>
NICK MORA	Comal County, Texas
My Commission Expires	08/29/2024 01:02:51 PM
February 22, 2028	CHRISTY 1 Pages(s)
(NOIGRY Seal Here)	202406026258

Bobbie Koepp

SURVEY

#### WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Regulatory Authority	Permit/License Number
Block Creek Aerobic Services, LLC	Customer_MARK VARA & ELIZABETH QUAN
444 A Old Hwy #9	Site Address 10222 OAK FOREST WAY
Comfort, TX 78013	City NEW BRAUNFELS Zip 78132
Off. (830) 995-3189	Mailing Address
Fax. (830) 995-4051	County COMAL Map #
, .	Phone
	Email

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between MARK VARA & ELIZABETH QUAN (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:

and ends on 2 YEARS FROM LTO LTO This Agreement commences on 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 mandales, 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:

Var.

**Customer's Initials** 



RC

**Contractor's Initials** 

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):

 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.

RC

Customer's Initials



**Contractor's Initials** 

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

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

#### XII. Severability:

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

#### XIII. Fee for Services:

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

#### **XIV.** Payment:

Full payment is due upon execution of this Agreement (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.

#### XVL Entire Agreement:

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

Rudy Carson

Block Creek Aerobic Services, LLC, Contractor MP# 0002036

8|8|24 Date

**Customer Signature** 





RC

**Contractor's Initials** 

**Customer's Initials** 

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

August 18, 2024

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

RE-SEPTIC DESIGN 10222 OAK FOREST WAY ROCKWALL RANCH, UNIT 4, BLOCK 6, LOT 24 NEW BRAUNFELS, TX 78132 VARA & QUAN RESIDENCE

# Brandon /Brenda,

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

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).

08/18/2

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: \_\_\_\_\_ August 16, 2024

**ROCKWALL RANCH, UNIT 4, BLOCK 6, LOT 24** 

Proposed Excavation Depth: N/A

Requirements:

Site Location:

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.

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
8"	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 8"	BROWN

SOIL BORING	NUMBER SURI	FACE EVALUAT				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
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

08/16/24

Date

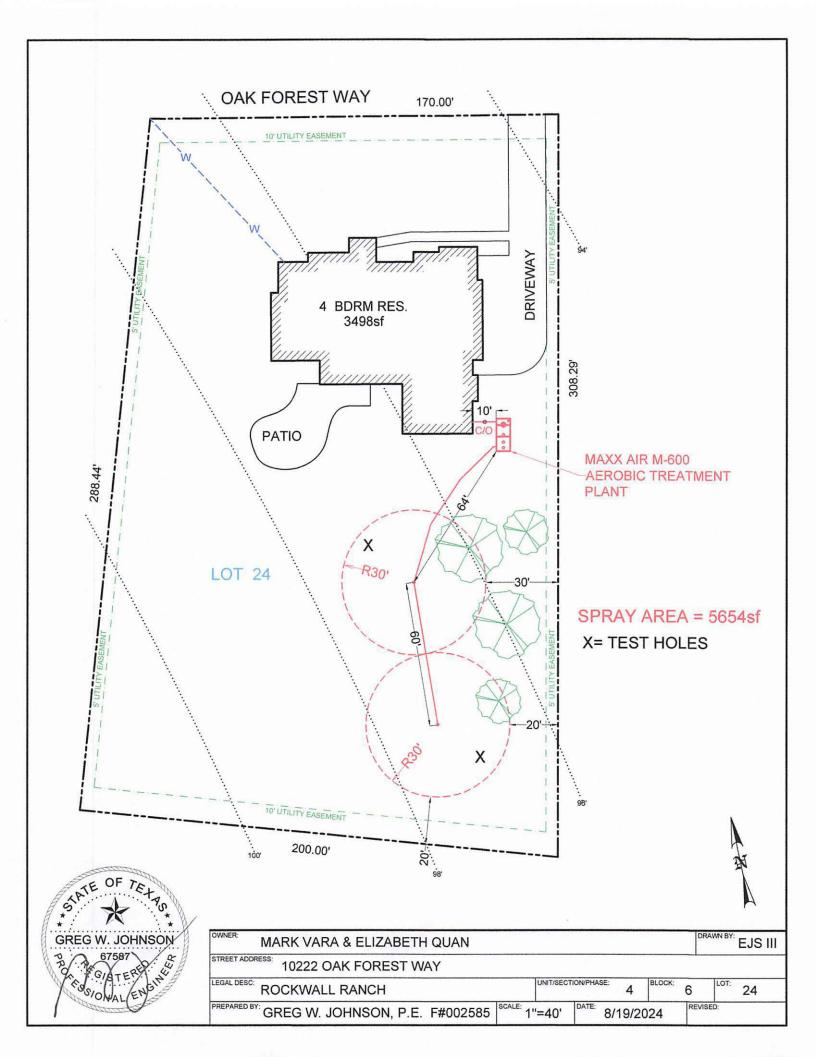
# **OSSF SOIL EVALUATION REPORT INFORMATION**

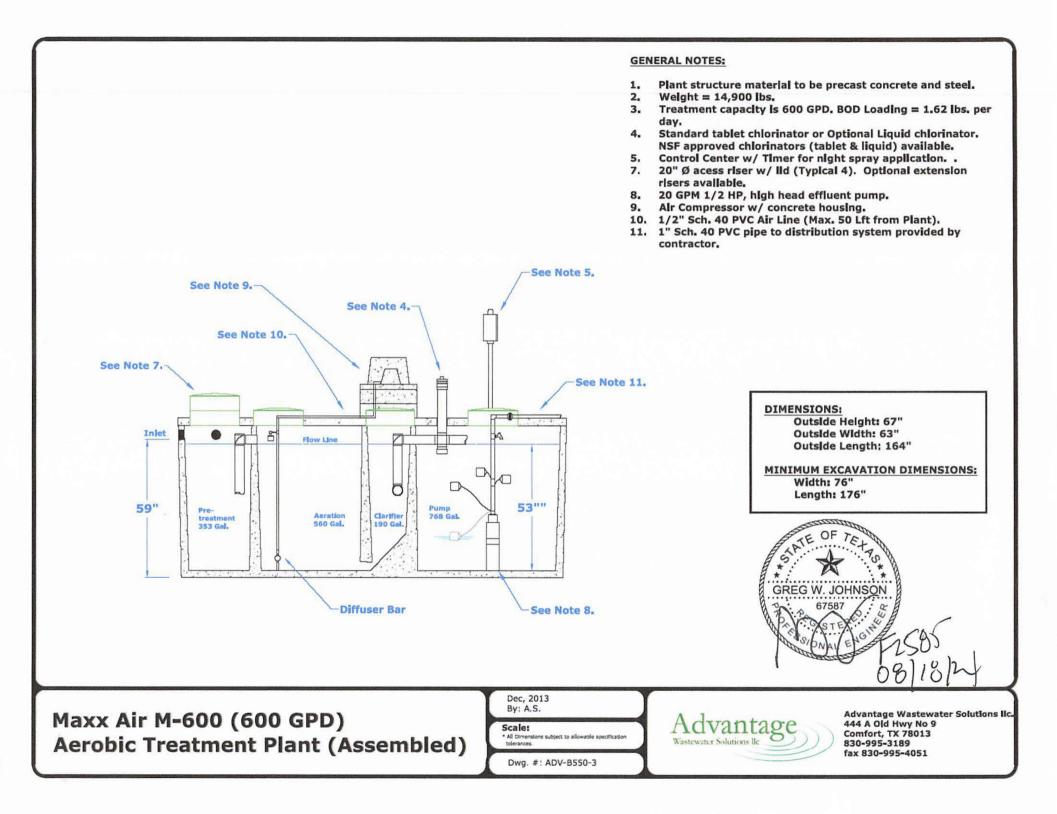
Date: August 19, 2024

# Applicant Information:

	Site Evaluator Information:
Name: MARK VARA & ELIZABETH QUAN	Name: Greg W. Johnson, P.E., R.S., S.E. 11561
Address: c/o 23011 F.M. 306	Address: 170 Hollow Oak
City: CANYON LAKE State: TEXAS	City: New Braunfels State: Texas
Zip Code: Phone: (830) 935-4936	Zip Code: <u>78132</u> Phone & Fax (830)905-2778
-	
Property Location:	Installer Information:
Lot 24 Unit 4 Blk 6 Subd. ROCKWALL RANC	CH Name:
Street Address: 10222 OAK FOREST WAY	Company:
City: NEW BRAUNFELS Zip Code: 78132	
Additional Info.:	City: State:
	Zip Code: Phone
<b>Topography:</b> Slope within proposed disposal area:	2 to 3 %
Presence of 100 yr. Flood Zone:	YES NO X
Existing or proposed water well in nearby area.	YES NO X
Presence of adjacent ponds, streams, water impoundments	YESNO_X
Presence of upper water shed	YES NO X
Organized sewage service available to lot	YES NO X
• •	
Design Calculations for Aerobic Treatment with Spr	ray irrigation:
Commercial	
Q = GPD	
Residential Water conserving fixtures to be utilized? Y	es X No
Number of Bedrooms the septic system is sized for:	
Q  gal/day = (Bedrooms +1) * 75  GPD - (20%  reduction)	
	for water conserving fixtures)
	8-14-14
Trash Tank Size 353 Gal.	
TCEQ Approved Aerobic Plant Size <u>600</u>	j.P.D.
	<b>064</b> = <b>4688</b> sq. ft.
Application Area Utilized = $5654$ sq. ft.	
Pump Requirement <u>12</u> Gpm @ <u>41</u> Psi (Red	djacket 0.5 HP 18 G.P.M. series or equivalent)
Dosing Cycle: ON DEMAND or T	TIMED TO DOSE IN PREDAWN HOURS
Pump Tank Size = 768 Gal. 14.5 Ga	al/inch.
Reserve Requirement = $100$ Gal. $1/3$ day flo	
Alarms: Audible & Visual High Water Alarm & Visual	Air Pump malfunction
With Chlorinator NSF/TCEQ APPROVED	
SCH-40 or SDR-26 3" or 4" sewer line to tank	
Two way cleanout	
Pop-up rotary sprinkler heads w/ purple non-potable lids	
1" Sch-40 PVC discharge manifold	
APPLICATION AREA SHOULD BE SEEDED AND	
EXPOSED ROCK WILL BE COVERED WITH SOIL	
I HAVE PERFORMED A THOROUGH INVESTIGATION	
AND SITE EVALUATOR IN ACCORDANCE WITH CHA	
(REGARDING RECHARGE FEATURES), TEXAS CC	OMMISSION OF ENVIRONMENTAL QUALITY
(EFFECTIVE DECEMBER 29, 2016)	OF TR
	The last the transferred
GREG W. JOHNSON, P.E. F#002585 - S.E. 11561	DATE GREG W. JOHNSON
ONDO W. JOHINGON, I.E. 17002203 - S.E. 11301	DATE 67587
	CISTERE STERE
	FIRM #2585
	TAN TAL

FIRM #2585





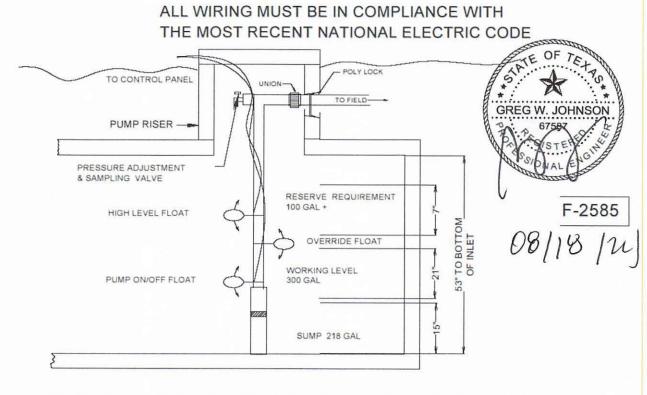
TANK NOTES:

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



TYPICAL PUMP TANK CONFIGURATION MAXX AIR M600 768 GAL PUMP TANK

# CISTERN PUMPS CPM Series

# **Ashland Pump – CPM Series**

The Ashland Pump CPM Series is designed to operate in filtered effluent/gray water applications. The bottom suction design allows for maximum drawdown of fluid and the hydraulic stages are able to pass 1/8" solids without damage to the pump.

Installations in cistern tanks, rain basin catchments or anywhere drawdown levels need to be maximized are ideal applications for the Ashland Pump CPM Series.

## APPLICATIONS

- Filtered Effluent Water Pumping
- Gray Water Pumping
- Water Feature / Aeration Applications
- Rain Water Basin Applications

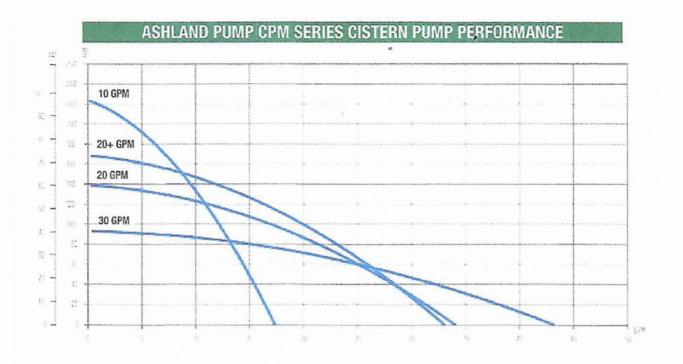
## **FEATURES**

- · Bottom suction design for maximum drawdown
- · Able to pass 1/8" solids
- · Available in 10, 20 and 30 GPM flow rates
- 1/2 HP, 115V and 230V single phase motors
- · Heavy duty discharge with stainless steel internal threads
- · 600 Volt, 10' SJOOW jacketed lead
- · High shut-off pressure
- · Quiet operation
- · Standard removable base for stable mounting

# **ORDERING INFORMATION**

		CP	<b>M SERIES</b>	<b>CISTERN F</b>	PUMP	
Model/Order No.	GPM	HP	Voltage/Ph.	Stage Count	Length (in.)	Shipping Wt. (lbs.)
10CPM5-115	10		115/1	7	26	17
10CPM5-230	10		230/1	7	26	17
20CPM5-115	20		115/1	5	25	16
20CPM5-230	20	1/2	230/1	5	25	16
20+CPM5-115	20+	1/2	115/1	6	26	17
20+CPM5-230	20+	1	230/1	6	26	17
30CPM5-115	30		115/1	4	25	16
30CPM5-230	30	1	230/1	4	25	16





DAINI	
RAIN	

NOZZLE	DDE	SSURE		RAD	IUS	FLOW	I RATE	
NOLLE	PSI	kPa	Bars	Ft.	М.	GPM	L/M	M <sup>2</sup> /H
#1.0	30	207	2.1	22	6.7	1.2	4.5	.27
	40	276	2.8	24	7.3	1.7	6.4	.39
	50	345	3.4	26	7.9	1.8	6.8	.41
	60	414	4.1	28	8.5	2.0	7.6	.45
#3.0	30	207	2.1	29	8.8	3.0	11.4	.68
	40	276	2.8	32	9.8	3.1	11.7	.70
	50	345	3.4	35	10.7	3.5	13.2	.80
	60	414	4.1	37	11.3	3.8	14.4	.86
#4.0	30	207	2.1	31	9.4	3.4	12.9	.77
	40	276	2.8	34	10.4	3.9	14.8	.89
	50	345	3.4	37	11.3	4.4	16.7	1.00
	60	414	4.1	38	11.6	4.7	17.B	1.07
#6.0	40	275	2.8	38	11.6	6.5	24.6	1.48
	50	344	3.4	40	12.2	7.3	27.7	1,66
	60	413	4.1	42	12.8	8.0	30.3	1,82
	70	482	4.8	44	13.4	8.6	32.6	1.96

\*All precipitation rates calculated for 180° operation. For the precipitation rate for a 34



PUMP Honest, Professional, Dependable

1899 Cottage Street, Ashland, Ohio 44805 Telephone: 855 281-6830 • Fax: 877 326-1994 • ashlandpump.com



September 26, 2024

117886

RE: 10222 Oak Forest Way Rockwall Ranch 4 Lot 24 - Block 6

Dear Property Owner & Agent,

Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

- Both owners need to sign the application.
- 2. Revise accordingly and resubmit.

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

Thank You,



Date 8-8-	24		Permit Number	117886
1. APPLICANT / A	GENT INFORMATION			
Owner Name	MARK VARA & ELIZABETH QUAN	Agent Name	GREG W. JO	HNSON, P.E.
Mailing Address	c/o 23011 FM 306	Agent Address	170 Holle	ow Oak
City, State, Zip	Canyon Lake, TX 78133	City, State, Zip	New Braunfe	els, TX 78132
Phone #	830-935-4936	Phone #	830-90	5-2778
Email	traci@psseptics.com	Email	gregjohnsonpe	@yahoo.com
2. LOCATION				
Subdivision Name	ROCKWALL RANCH	Uni	it Lot	24 Block 6
Survey Name				loreage
	AK FOREST WAY	City NEW BRAUN	IFELS State	<u>TX</u> Zip <u>78132</u>
<b>5. TY</b> E OF DEVE	LOPMENT			
X Single Family	/ Residential			
Type of Cons	struction (House, Mobile, PV, Etc.)	TOUSE		
Number of B	edr			
Indicate Sq F	Ft of Area 8			
Non-Single F	amil <mark>u denti dent</mark>			
(Planning mate	erials show uate la a for doubl	ing tanguired lieede	eatment unit	isposal area)
Type of Faci	lity			
Offices, Fact	ories, Schools, Instruction	Numb Occu		
	Loung eaters - Indicate	eats		
Restaurants,				
	Hospital, Nursing Home - Indicate Numb	er of Beds		
Hotel, Motel,	Hospital, Nursing Home - Indicate Numb r/RV Parks - Indicate Number of Spaces	er of Beds		
Hotel, Motel,	r/RV Parks - Indicate Number of Spaces			
Hotel, Motel, Travel Traile	r/RV Parks - Indicate Number of Spaces	er of Beds		

Signature of Owner

 $\frac{8/8}{24}$ 

#### 202406022699 07/30/2024 01:23:38 PM 1/2

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.

CHICAGO TITLE GF 4300 302401402-NW

Balling Carry Carry

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WARRANTY DEED

Date: J	uly <u>30</u> , 2024
---------	----------------------

Grantor: John David Casstevens and Alise Michele Casstevens, husband and wife

Grantor's Mailing Address (including county): 22718 Steeple Oak, San Antonio, Bexar County, Texas 78256

Grantee: Mark Vara and Elizabeth Quan

Grantee's Mailing Address (including county): 3507 Clairmont, San Antonio, Bexar County, Texas 78259

Consideration: TEN AND NO/100 DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

#### Property (including any improvements):

Lot 24, Block 6, ROCKWALL RANCH SUBDIVISION, UNIT 4, situated in Comal County, Texas, according to plat thereof recorded in Document No. 200606034358, Map and Plat Records of Comal County, Texas.

#### **Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to any and all conditions, restrictions, and easements, if any, relating to the hereinabove-described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Comal County, Texas.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

John David Casstevens

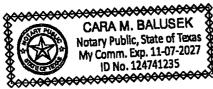
Her Michael Const Chin

**Ălise Michele Casstevens** 

(acknowledgment)

#### STATE OF TEXAS COUNTY OF COMAL

This instrument was acknowledged before me on the 2024. day of by John David Casstevens.



CARA M. BALUSEK Notary Public, State of Texas My Comm. Exp. 11-07-2027

ID No. 124741235

Notary Public, State of Texas Notary's name (printed): Notary's commission expires:

(acknowledgment)

STATE OF TEXAS COUNTY OF COMAL

This instrument was acknowledged before me on the day of 2024, by Alise Michele Casstevens. Notary Public, State of Texas

Notary's name (printed): Notary's commission expires:

> Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 07/30/2024 01:23:38 PM TERRI 2 Pages(s) 202406022699

1.00



PREPARED IN THE LAW OFFICE OF: BECK & BECK 4940 Broadway, Suite 315 San Antonio, Texas 78209

AFTER RECORDING RETURN TO:

