



Professional  
Difusor profesional  
Tuyère escamoteable

**1800 Series**

Up to **15'**  
(4.6 m)  
DISTANCE





**Pro-S RCW**  
**4" Pop-Up Spray**  
 for reclaimed non-potable water  
 for reclaimed non-potable water  
 for reclaimed non-potable water

**Professional Grade**  
 works all major brands  
 15"  
 Adjustable  
 Female  
 Inlet  
 1.27 cm  
**2 YEAR WARRANTY**



# 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)				

02/25/25 EG: System not operational. Inspection fee needed for next inspection. Need battery back up timer

2/27/25 CA: Designer to certify sprinklers and nozzles are approved backfill material for tank is unsuitable No licensed installer or apprentice on site re inspection fee needed.



**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)				

4/2/25 EG: Battery back up timer installed, rocks removed around tank and covered with good material. Operational, seeded and covered.



**Comal County Environmental Health  
OSSF Inspection Sheet**

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: 117987  
Issued This Date: 11/15/2024  
This permit is hereby given to: No Preocupaciones, LLC

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

385 WILL ROGERS DR  
SPRING BRANCH, TX 78070

Subdivision: Comal Hills  
Unit: 1  
Lot: 219  
Block: 8  
Acreage: 0.0000

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.



RECEIVED

By Kathy Griffin at 9:12 am, Oct 08, 2024



COMAL COUNTY  
ENGINEERS OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date 7/18/24

Permit Number 117987

1. APPLICANT / AGENT INFORMATION

Owner Name NO PREDEVELOPACIONES LLC

Agent Name Michael Flores

Mailing Address 385 Will Rodgers Dr

Agent Address 12200 Applewhite Rd Unit 48

City, State, Zip Spring Branch TX 78070

City, State, Zip San Antonio, TX 78224

Phone # 602-616-8629

Phone # (210) 620-3190

Email San Antonio land buyers@gmail.com

Email m9.servicosllc@gmail.com

2. LOCATION

Subdivision Name Comal Hills Unit 1 Lot 219 Block 3

Survey Name / Abstract Number \_\_\_\_\_ Acreage \_\_\_\_\_

Address 385 Will Rodgers Dr. City Spring Branch State TX Zip 78070

3. TYPE OF DEVELOPMENT

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) Mobile

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1250

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: \$ 45000 (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

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]  
Signature of Owner

7/18/24  
Date





ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By JESSE GUERRA

**REVISED**

System Description AEROBIC TREATMENT & SPRAY APPLICATION

3:12 pm, Feb 21, 2025

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

Tank Size(s) (Gallons) 500 gal/d Absorption/Application Area (Sq Ft) 4,009

Gallons Per Day (As Per TCEQ Table III) 240 gal/d

(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: SPRING BRANCH

RESIDENTIAL DWELLING WAS PREEXISTING. ONLY CONSTRUCTION ACTIVITY PERTAINS TO INSTALLING OF AEROBIC TREATMENT AND SPRAY IRRIGATION PIPING.

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.

Jesse Guerra  
Signature of Designer

9/20/24  
Date





### AFFIDAVIT TO THE PUBLIC

County of **Comal**, State of Texas

According to the Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, This Document is filed in the Deed of Records of **Comal** County, Texas.

The Texas Health and Safety Code, Chapter 366 Authorizes the Texas Commission on Environmental Quality (T.C.E.Q.) to regulate on-site sewage facilities (OSSF's). Additionally, the Texas Water Code (TWC), § 5.012, gives the TCEQ primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its power and duties under the TWC. The TCEQ, 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 OSSF's are located on specific pieces of property. To achieve this notice, the TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation of warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guaranty by the TCEQ that the appropriate OSSF was installed.

An OSSF requiring a Monitoring Contract, according to 30 Texas Administrative Code §285.91(12) will be installed on the property described as (legal description as shown on the recorded warranty deed.)

**Lot 219, Block 8, COMAL HILLS SUBDIVISION UNIT 1**

The property is owned by (owner's name as shown recorded warranty deed; if more than one owner both names must be included)

**NO PREOCUPACIONES LLC**

This OSSF must be covered by a continuous Monitoring Agreement. All Monitoring on this, OSSF must be performed by an approved Monitoring Company, and a signed monitoring Contract must be submitted to the County Engineers Office within 30 days after the property has been transferred.

The owner will upon sale or transfer of the above described property, request a transfer of the permit for the OSSF to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the County Engineer's Office.

WITNESS BY HANDS(S) ON THE 6 DAY OF Sep 2024

Alma Flores

Alma Flores as POA for No Preocupaciones LLC

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 6<sup>th</sup> DAY OF September 2024

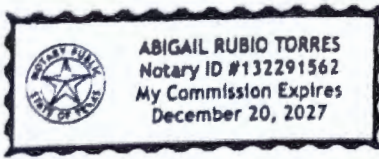
[Signature]

Notary Public State of Texas

Notary's Printed name Abigail Rubio Torres

My Commission Expires 12/20/2027

Place Notary Seal Here



Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
09/06/2024 11:57:54 AM  
MARY 1 Page(s)  
202406026997

Bobbie Koepf

**REVISED**

3:59 pm, Oct 25, 2024



# WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

No Preocupaciones LLC

Residential



Initial Contract



Site Address

385 Will Rogers Drive, Spring Branch, TX 78070

Agency

Comal County

Email

sanantoniolandbuyers@gmail.com

Phone

(602) 616-8629

Permit Number

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: 500 Max GPD

## MAINTENANCE AGREEMENT

### I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 9595 Ranch Rd 12 Suite #1, Wimberley, TX 78676. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

### II. Dates & Fees:

This agreement commences upon receipt by the Contractor of notice that the Local Regulatory Agency has given final approval of the installation (for a new or modified system), or on **9/16/2025** for an existing system, provided the Contractor has received payment in full of Fee(s) as agreed herein. The fees for this agreement are **\$450.00** and shall be prepaid per the payment terms outlined herein.

### III. Renewal Terms:

The term of this Agreement is **2 year(s)** but in no case shall the Fee to the Contractor be for less than **one (1) year**. This Agreement is non-expiring and automatically renews without need for signing of any additional document(s) – provided Client continues to timely pay the Fee(s) when due. Agreements paid monthly are paid using Contractor’s system for automatic debit or automatic draft. Agreements that are prepaid will be invoiced by Contractor before the due date and must be timely paid by Client. If not timely paid before the due date, the Contractor has the right to terminate this Agreement.

### IV. Services by Contractor:

1. Inspect and perform routine maintenance on the part with "On-Site Sewage Facility ("OSSF or "the system") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer’s requirements, at a frequency of approximately once every four (4) months.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Replacement, Replenishment, and



Repairs are additional services not covered by the Fee. Regarding all such work, Contractor shall abide by Client's election in Section V of this agreement.

5. Report to the appropriate regulatory agency and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory agency within 14 days.
6. Visit site within 48 hours of a service request.
7. Provide Customer Support line at (855) 560-9909

**REVISED**

3:59 pm, Oct 25, 2024

## V. Client Responsibilities:

1. Maintain a current License to Operate and abide by the conditions and limitations of that license and all requirements for OSSF from the State and Local Regulatory Agency as well as manufacturer's recommendations.
2. Maintain disinfection unit and at all times provide proper and adequate chlorine supply or operating disinfection component, if OSSF is equipped with same.
3. Provide all necessary site, yard, or lawn maintenance and removal of obstacles, including dogs and other animals, as needed to allow the system and its components to function properly and to allow Contractor safe and easy access to all parts of the system and its components.
4. Maintain site drainage to prevent adverse effects on OSSF.
5. Provide for pumping of tanks, when and as suggested by Contractor, at Client's own expense. Typically, every 3 years.
6. Do not exceed the system's physical, hydraulic, or biological limitations
7. Notify Contractor within 24 hours of the occurrence of any and all alarms or problems with any component or with the system.
8. Be available by text, phone, or in person when the Contractor is on-site in case of required repair approvals or questions.
9. Promptly pay Contractor's bills, fees, and invoices in full.
10. Elect one of the following: Authorized

**Yes, I authorize.** If during the Contractor's time of the maintenance check any component of the system is found to need replacement, replenishment, or repair, then Client authorizes Contractor to perform the service per the above and bill or charge the Client for such additional services without further approval by Client so long as the service is \$150 or less and the Contractor has the necessary materials to perform the replacement, replenishment, or repair.

**No, I do not authorize.** If, during the Contractor's maintenance check, any component of the system is found to be in need of replacement, replenishment, or repair, Contractor will notify Client of repairs needed and, where feasible, provide an estimate of costs. No replacement, replenishment, or repairs will be performed without express approval of Client. Additional Service fees will apply for return visits to perform repairs.

## VI. Authority

In signing this Agreement, the Client: (1) hereby affirms ownership to the Property as well as the OSSF that is the subject of this Agreement. (2) represents that he/she has authority to permit Contractor's entry upon property to monitor, service, or repair and agrees to hold Contractor and its agents harmless for entry upon such real property for these purposes, and (3) represents to have the authority to bind all owners of the property to the terms of this agreement, or to accept personal responsibility for these terms.

## VII. Access By Contractor

Contractor is hereby granted access to the system and all related components for the purposes of performing the Services or Additional Services. Unless other arrangements have been made in advance in writing, Contractor's personnel may enter the property at reasonable times without any form of notice for the purpose of performing the Services or Additional Services. Contractor will require free, unrestricted access to the system and related components for the purpose of performing all work. If upon arrival at the site, Contractor determines that access is prevented, blocked, or restricted, Contractor is not required to perform any of the steps, and will be credited with completion of that maintenance check. Additional maintenance checks to complete the Services shall be billed to Client as an Additional Service.

**REVISED**  
3:59 pm, Oct 25, 2024

**VIII. Payment Terms:**

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client. Under no condition shall prepayment of Fee, or the sum of monthly payments of Fee, be for less than **a one-year** term. After **2 year(s)**, prepaid agreements (other than monthly) may be prorated using monthly increments, less other charges as discussed elsewhere in this Agreement.

**IX. Application or Transfer of Payment:**

The Fee paid for this Agreement may transfer to the subsequent owner(s), however, this Agreement will not transfer. Client will advise subsequent owner(s) of the regulatory requirement for a replacement Agreement. Regulations require that replacement Agreements be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past-due obligations arising from this Agreement including late charges, returned check charges, and charges for repairs or services not paid within 10 days of invoicing. Unpaid balances on Client's account may lead to the extension of the monthly drafting or debiting program, if applicable, to complete payment of Client's account balance(s).

**X. Termination of Agreement:**

After a minimum of **2 year(s)**, in order to provide sufficient time to comply with the regulatory requirement for notices from the Contractor to the Local Regulatory Agency, this Agreement may be terminated for any reason by either party with a minimum 30 day written notice, without fault of the terminating party. Contractor shall be due a Fee equal to at least the first year and may also deduct for any other work performed by Contractor but not yet paid by Client, whether invoiced prior to termination or not. Contractor will notify the appropriate Local Regulatory Agency of this termination.

**XI. Limitation 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 of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

**XII. 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 held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, 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.

No Preocupaciones LLC

Luna Environmental / Logan Leppo

Signed by: Customer Name

Maintenance Provider Name

*Brayard Ponciano*

*LOGAN LEPP*

24AD9A2DF97941C...

License # MP0002494

Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms



6:25



281

306

53 min  
Fastest

385 Will Rogers Dr

Sandra's Cantina & Grill

Beefy's On The Green

Rebecca Creek Bed & Breakfast

62°  
AQI 21

Directions



**Bencob Design Services, LLC**  
**T.B.P.E. Firm Registration #F-1715**  
3033 Stuart Road, Lot 2  
Adkins, TX 78101  
Mobile: 210.854.7649 / Email: jguerra103@att.net

---

**TO:** Comal County Environmental Health Department  
**FROM:** Jesse R. Guerra, Jr., P.E.  
**SUBJECT:** 385 Will Rogers Drive, Spring Branch Texas 78070  
**DATE:** September 20, 2024

In accordance with to TCEQ rules:

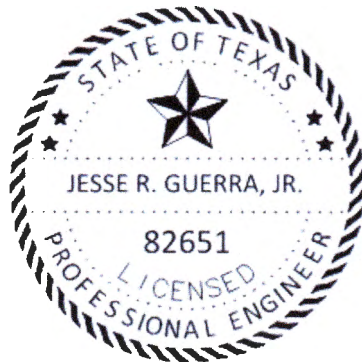
“Minimum required separation distance from edge of spray area to property line is 20 feet, separation distance may be reduced to 10 feet when sprinkler operation is controlled by commercial timer. See §285.33(d)(2)(G)(i) of this title (relating to Criteria for Effluent Disposal Systems).”

Because of the small subject lot size, I have had to encroach on the stated setback requirements in order to fit the required spray area. Thus, I am submitting a variance to do so.

A commercial timer will be installed – with the added provision that the electrical alarm shall be installed (separate from the power circuit) solely for the pump and batteries for back-up power supply. This shall address equal protection.

Please advise if this variance request is approved.

If you have any questions or comments, please do not hesitate to contact me at the above-listed information.



Sincerely,

A handwritten signature in black ink that reads "Jesse R. Guerra, Jr.".

Jesse R. Guerra, P.E.

CC: File



# COMAL COUNTY OSSF SITE EVALUATION FORM

Applicant/ Site Information		Site Evaluator Information	
Name	NO FIVE OCCUPATIONS LLC	Name	Jesse R. Guerra, PE
Address	385 WILL ROGERS	Address	3033 Stuart Road, Lot #2
City/State/Zip	SPRING BRANCH TX 78070	City/State/Zip	Adkins, Texas 78101
Site Location	REFER TO ENCLOSED MAP	TCEQ/ PE License #	82651
		License Expiration Date	06/30/2025

Soil Boring/ Backhoe Pit Number <u>1</u>		Surface Elevation _____	Proposed Depth Elevation <u>N/A</u>	
Depth (Feet)	Soil Texture	Texture Class (Ia, Ib, II, III, IV)	% Gravel <small>(Required when Texture Class is II or III)</small>	Observation Notes <small>(Restrictive Horizon, Size of Gravel, Groundwater, Mottling, Fractured Rock, Recent Weather, etc.)</small>
0	CLAY } ↓	IV	~10%	ROCK LAYERS OVERLAPPING
1				
2				
3				
4				
5				
6				

Soil Boring/ Backhoe Pit Number <u>2</u>		Surface Elevation _____	Proposed Depth Elevation <u>N/A</u>	
Depth (Feet)	Soil Texture	Texture Class (Ia, Ib, II, III, IV)	% Gravel <small>(Required when Texture Class is II or III)</small>	Observation Notes <small>(Restrictive Horizon, Size of Gravel, Groundwater, Mottling, Fractured Rock, Recent Weather, etc.)</small>
0	CLAY } ↓	IV	~10%	LAYERED ROCK OVERLAPPING
1				
2				
3				
4				
5				
6				

By my signature, I hereby certify that the information provided in this report is based on my site observations and are accurate to the best of my ability. I understand that any misrepresentation of the information contained in this report may be grounds to revoke or suspend my license.

The site evaluation determined the site is suitable for a SURFACE APPLICATION disposal system with (NONE) treatment. According to Table XIII, the site is suitable / not suitable for this proposed system. A copy of Tables IX and XIII have been given to the property owner to inform them of other alternatives based upon the results of this site evaluation.

Signature:  TCEQ/PE License # 82651 Date: 9/20/24

# OSSF DESIGN COVER PAGE

Jesse R. Guerra, Jr., P.E. T.B.P.E. FIRM #F1715  
3033 STUART ROAD #2

Bencob Design Services  
ADKINS, Texas 78101  
Mobile: 210.854.7649

## Applicant Information:

Name: NO PREOCUPACIONES, LLC.

Address: 385 WILL ROGERS  
SPRING BRANCH, TX 78070

## Legal Description:

Subdivision: COMAL HILLS

Unit Number: 1 Lot: 219

Block: B Tract: \_\_\_\_\_

Job Number: 4305

Date: 9/20/24

OSSF Designed Drawn by: JRG/VERA

## Enclosures:

- Figure 1 (Site Plan)
- Figure 2 (Septic Tank Information)
- Figure 3 (ATU Plan/Profile Views)
- OSSF Calculations
- Property Plat/Metes and Bounds Desc.
- Other ( \_\_\_\_\_ )

**Engineer's certification:** I hereby certify that this proposed OSSF has been designed in accordance with all known rules and regulations for private sewage facilities of both the TCEQ and COMAL County. I performed the required site and soil evaluations in developing this design of the OSSF.

## General Notes:

1. The pipe between the living/occupied dwelling and the septic tank must be made with a minimum 3" diameter PVC (sch. 40), standard dimension ratio (SDR) 26 pipe, laid at an 1/8 inch/foot drop.
2. A two-way cleanout plug must be provided between the sewer stub point and the septic tank. Additional cleanout plugs must be provided every 50 feet on longer runs of pipe and within 5 feet of 90° bends.
3. Landscape Plan: The OSSF company installing the surface application system shall ensure that vegetation exists in the vicinity of the area to be sprayed. If none exists, then the area shall have Bermuda seed or Bermuda/Buffalo-type sod applied before the OSSF is expected to be placed into operation. Other sod native to the area may also be utilized as vegetation.
4. The sprinklers installed for the surface application of effluent shall be the low-angle type (15° or less) and shall spray a minimum of 20 feet from any property line. If that distance cannot be attained, then a **commercial irrigation timer must be utilized to spray between midnight and 5 AM.**
5. For systems controlled by a commercial timer, there shall be provided at least one day storage between the 'alarm-on' level and 'pump-on' level, and a storage volume of one-third the daily flow between the 'alarm-on' level and the inlet to the pump. If applicable, then this equates to 19" and to 7," respectively.
6. For systems not controlled by a commercial timer, the minimum dosing volume shall be at least one-half the daily flow, and a storage volume of one-third the daily flow between the 'alarm-on' level and the inlet to the pump. If applicable, then this equates to —" and to —," respectively.
7. All new distribution piping, fittings, valve box covers, sprinkler tops, etc. shall be permanently marked in purple coloring to identify the system as a reclaimed water system.
8. Any field installation change(s) made by the OSSF installer to this design shall contact me before requesting an inspection by the County, in order to verify the change as being acceptable.



NAME: NO PREOCUPACIONES, LLC

JOB NO.: \_\_\_\_\_

LOCATION: 385 WILL ROGERS

SUBJECT: Aerobic System Design Calculations

**I. Effluent Loading Requirements:**

Soil Class: IV (CLAY); Ribbon Test Results: > 3"

$\therefore R_i = \underline{0.064 \text{ gal/d.ft}^2}$

[Ch. 285.91(1) – Figure I]

**II. Wastewater Usage Rate:**

(with/without water saving devices); 3-Bedroom Home/Mobile Home/Other (\_\_\_\_\_).

$\therefore Q = \underline{240 \text{ gal/d}}$

$\approx 1750 \text{ ft}^2$

[Ch. 285.91(3) – Table III]

**III. Surface Application Area Required:  $A = Q/R_i$**

[Ch. 285.33(c)(2)(D)]

$A = 240 \text{ gal/d} / 0.064 \text{ gal/d.ft}^2 = 3750 \text{ ft}^2$

(REFER TO DESIGN LAYOUT FOR CALCULATIONS TO PROPOSED LAYOUT AND TOTAL AREA.)

$\therefore \text{Use } \underline{3750 \text{ ft}^2}$

**IV. Actual Surface Application Area:**

[Ch. 285.33 (c) (2) (A-E)]

(Use K-RAIN, Model: PRO-S (RCW) Number 1;3 Nozzle) or approved equal.

- Use 10 sprinkler head(s);

- A No. 1,3 nozzle is designed for  $\leq 24'$ ;  $30'$  radius, 40PSI pressure, 1.7; 3.1 gpm dosing.

$(1.7)(9) = 15.3 \text{ gpm}$   
 $(3.1)(1) = 3.1 \text{ gpm}$   
 $\underline{18.4 \text{ gpm}}$

$\therefore \text{Use } \underline{9 \#1; 1 \#3}$

**V. Minimum Pump Requirements:**

(Use STA-NITE Effluent Pump Model 20DDMD5221 1/2 HP) or approved equal.

**Headloss = static head + friction head + system operating head**

Static Head = 8' (PUMP ~ 6' BELOW GRADE + 2' INCREASING ELEV.)

Friction Head = 3-90° BENDS  $\rightarrow 3(8') = 24'$

5-TEES  $\rightarrow 5(9') = 45'$

1-45° BEND  $\rightarrow 1(3') = 3'$

PIPING  $\rightarrow 282'$

$354' \left( \frac{1.01'}{100'} \right) = 3.6' \sim 4'$

System Operating Head = 40PSI  $\sim 93'$

354'

$\Sigma 8' + 4' + 93' = 105'$

$\therefore \text{Use } \underline{105'; 18.4 \text{ gpm}}$



*Jesse R. Guerra, Jr.*

02/20/24

**VI. Aerobic Treatment Unit:**

Use Solar Aerobic Aerobic Wastewater Treatment Unit, Model SA-600LP (600 gal/d) or approved equal. Refer to enclosures for more specific manufacturer's information regarding installation, operation and/or maintenance.

**VII. Effluent Pump Tank:**

771 gallon pump tank (last compartment of overall ATU tank) to house effluent (to be TABLET chlorinated) before it is sprayed at the surface. Overall tank dimensions are: 71" (height), 159" (length), and 68" (width).

**VIII. Maintenance Contract:** Aerobic system installer shall provide the Designated Representative with proof of an executed two-year full service maintenance contract as required by the TCEQ.

**IX. Note to OSSF installer:** Aerobic OSSF installer shall make installation adjustments, as deemed necessary, in order to compensate for field conditions that require the altering of the design as submitted herein. Such changes shall be coordinated with the undersigned engineer if any of the following, but not limited to, conditions are changed: different surface irrigation piping length, operating mode/type of sprinklers, pump specifications. Also, any field changes shall not violate any TCEQ Rules and Regulations such as minimum setback distances, effluent storage requirements, etc.

Engineer's design provision: This aerobic system has been designed for parameters made known to him by either the proposed user of the aerobic system or aerobic system installer - as shown in the above-cited calculations - and the enclosed manufacturer's product information. If this aerobic system is operated in any other way than the products have been designed, or if the hydraulic quantities/qualities differ from those prescribed by either the TCEQ or manufacturer's products, the system may not function properly in either the treatment and disposal of sewage.



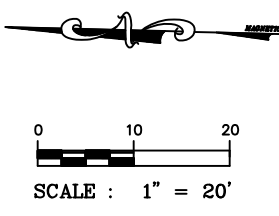
*Jesse R. Guerra, Jr.*  
Jesse R. Guerra, Jr., P.E.

9/20/24  
Date

PE Firm #F-1715

cc: File





**Surface application:**  
 Area 1 (back):  $(40')(57.5') + 1/2(7.1')(40.6') = 2,300 \text{ ft}^2$   
 Area 2 (front):  $(25.8')(32.4') + (1/2(7.1')(32.5')) = 144 \text{ ft}^2$   
 Area 3 (side):  $2[1/2(x)(14 \text{ ft})^2] = 615 \text{ ft}^2$   
**Total surface application area:  $4,009 \text{ ft}^2 > 3,750 \text{ ft}^2$**

**LEGEND**

- F.I.P. : FOUND IRON PIN
- S.I.P. : SET 1/2" IRON PIN
- C.M. : CONTROLLING MONUMENT
- C.P. : CALCULATED POINT
- G.P. : 3" GALVANIZED IRON POST
- F.P. : 4"x4" WOOD POST
- W.M. : WATER METER
- P.P. : POWER POLE
- : WOODEN FENCE
- (- ) : PLAT RECORDS

**600 gal/day Solar Air ATU**

**BLOCK LOT 218**

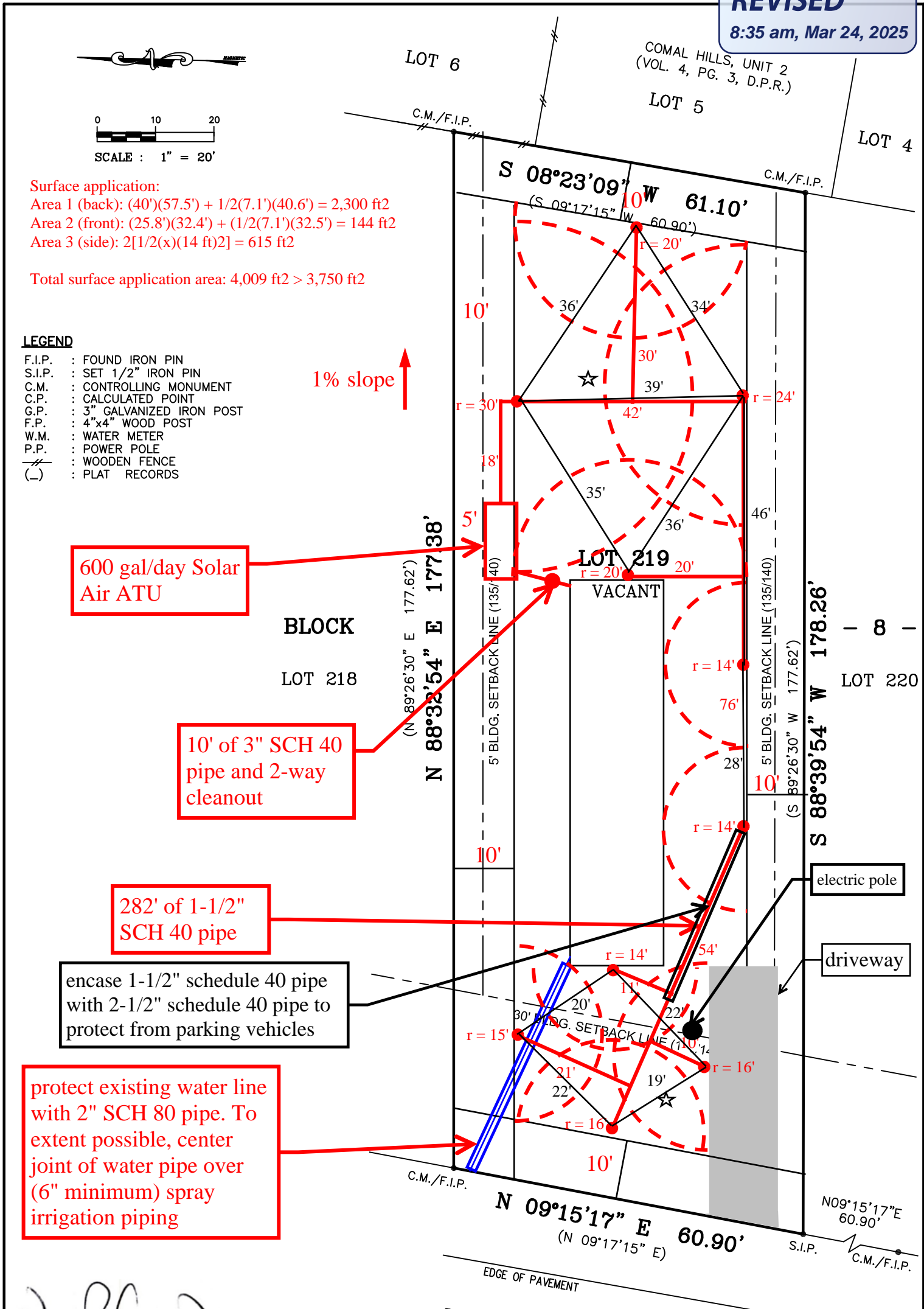
**10' of 3" SCH 40 pipe and 2-way cleanout**

**282' of 1-1/2" SCH 40 pipe**

**encase 1-1/2" schedule 40 pipe with 2-1/2" schedule 40 pipe to protect from parking vehicles**

**protect existing water line with 2" SCH 80 pipe. To extent possible, center joint of water pipe over (6" minimum) spray irrigation piping**

**1% slope** ↑



*Jesse R. Guerra, Jr.*  
  
 03/21/2025

**WILL ROGERS DR**  
60' R.O.W.

**Septic Sprinkler Heads for Aerobic Systems**

K-Rain ProPlus

K-Rain ProPlus RCW Sprinkler Head      K-Rain ProPlus RCW Sprinkler Head (Case of)

Note: all sprinklers installed in the front and along the rightside of the property were K-Rain, Pro S (RCW) 4" Pop-Up Spray models. THIS model utilizes low-angle nozzles as required by TCEQ.

**RECEIVED**

**By Brenda Ritzen at 8:12 am, Mar 13, 2025**

Bryan W. Shaw, Ph.D., P.E., *Chairman*  
Toby Baker, *Commissioner*  
Jon Niermann, *Commissioner*  
Stephanie Bergeron Perdue, *Interim Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

April 23, 2018

Mr. Joseph F. Hayes  
Solar Aerobic Systems, LLC  
137 Reserve Drive  
Lake Charles, LA 70611

RE: Approval of the Solar Aerobic Systems, LLC, Model SA 600LP

Dear Mr. Hayes,

The staff of the Texas Commission on Environmental Quality has completed our review of the Gulf Coast Testing (GCT) reports on the subject product. An engineering review for compliance with provisions of NSF/ANSI Standard 40 was conducted by GCT for the unit. Based on the GCT report, the unit has been approved for use in the State of Texas. Approval of the unit was completed April 20, 2018.

The unit is rated at 600 gallons per day treatment capacity. The approved product listing will note that the subject unit includes a pretreatment chamber (376 gallons). Also, the unit includes a pump chamber (778 gallons). All pump chambers/tanks, are subject to the requirements specified in 30 TAC 285.34(b).

The Hiblow HP-60 air pump, and the Secoh EL-60 air pump, are certified for use in the subject unit.

This letter will serve as verification of your approval until the Model SA 600LP is listed on the TCEQ website. If you have any questions concerning our review, please contact me by telephone at (512) 239-3799, by E-mail at [mike.price@tceq.texas.gov](mailto:mike.price@tceq.texas.gov) or by facsimile at (512) 239-6390. When responding by mail, please be sure to use mail code MC-235.

Sincerely,

A handwritten signature in black ink that reads "Michael Price".

Michael Price  
On-site Sewage Program



**REVISED**

8:11 am, Mar 13, 2025

# Float Setting for SA-600LP

These are measurements from bottom of tank to attachment to the pump stalk. The HWA has a 4" tail from attached position to bulb. The override float has a 4" tail from attached position to bulb. The off/on has a 13.5" tail from attached position to the bulb.

Solar Aerobic Sa-600LP

Off/On 19.5"

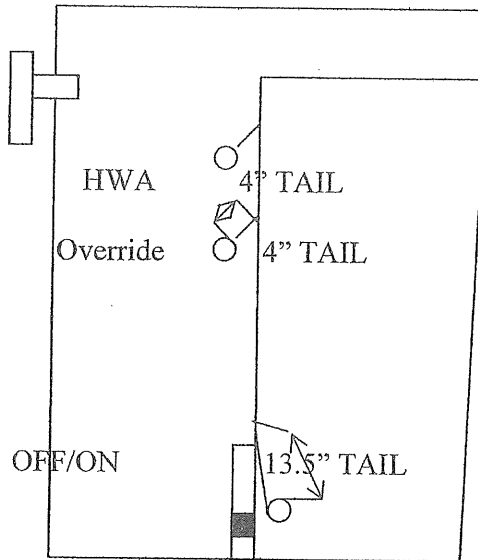
Off at 10" approximately 187 gallons  
On at 30" approximately 563 gallons

Override 31"

Off at 26" approximately 488 gallons  
On at 33" approximately 620 gallons

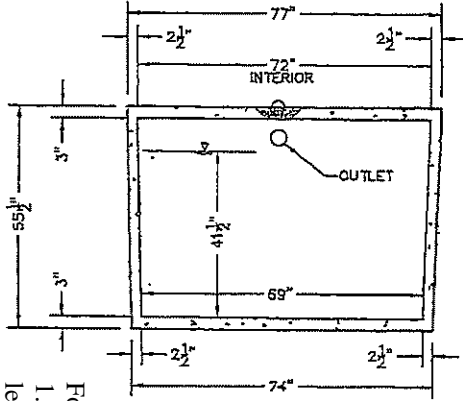
HWA 46"

Off at 33" approximately 620 gallons  
On at 48" approximately 695 gallons



**REVISED**

8:34 am, Mar 24, 2025



SECTION B-B

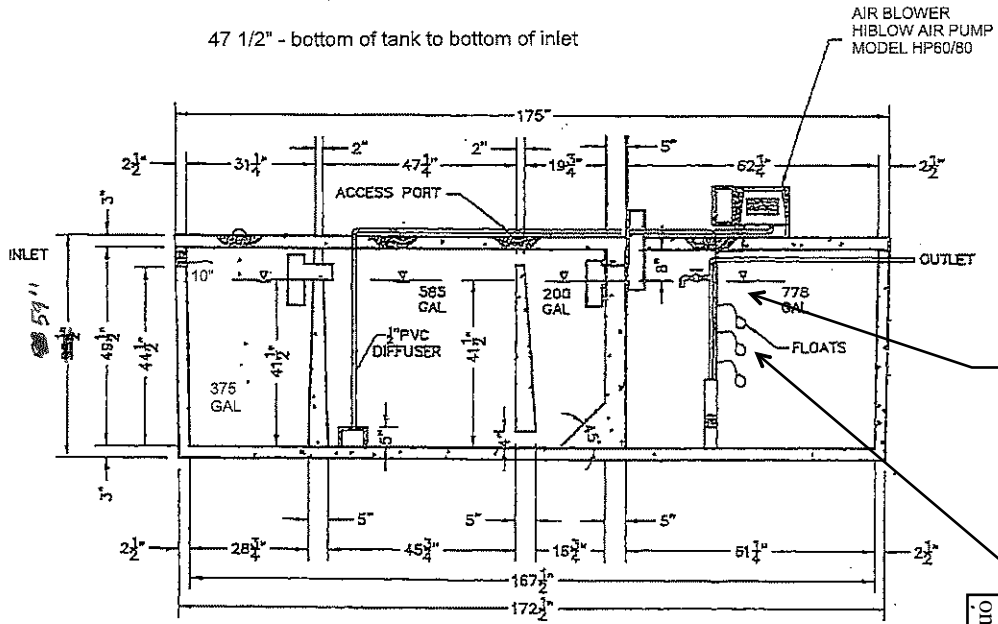
03/21/2025

TBPELIS F-1715

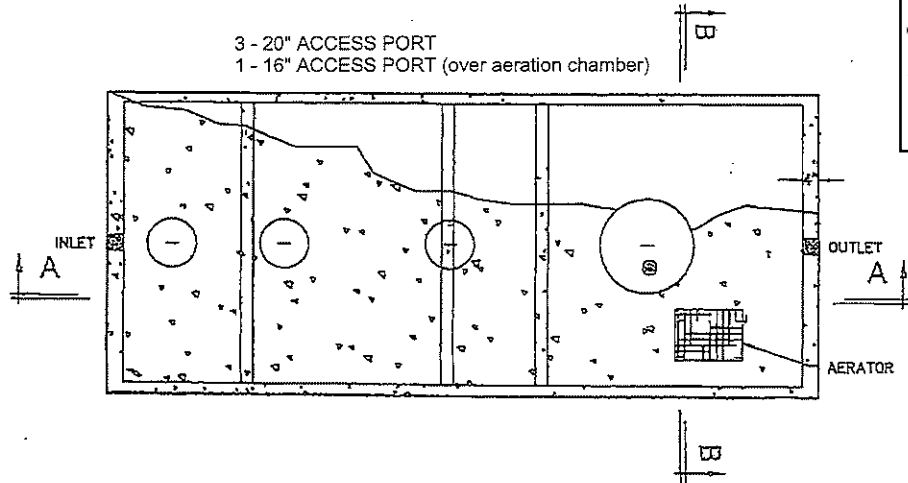


TOTAL EMPTY WEIGHT: #16880

- For commercial Timer:
1. Provide 1 day storage (240 gallons) between 'alarm on' level and 'pump on' level. Therefore, 240 gallons (1 ft3/7.48 gallons) = (51.25/12 ft)(74/12 ft)(x)  
x = 1.22 feet = 1'3"
  2. Provide 1/3 day storage (80 gallons) between 'alarm on' level and inlet to the pump. Therefore, 80 gallons (1 ft3/7.48 gallons) = (51.25/12 ft)(74/12 ft)(x)  
x = 0.41 feet = 5"



SECTION A-A



PLAN VIEW

5" (between alarm and tank inlet)

1'3" (between alarm on and pump on)

DESIGNER: ESC	DATE: 03/21/2025	PROJECT NO.:	SCALE: AS SHOWN
DRAWN: ESC	BY:	REVISIONS:	SA-3
CHECKER: ESC	DATE:	BY:	DATE:
SOLAR AEROBIC 6754 HWY 80 EAST LAKE CHARLES, LA 70615 PHONE: (337) 439-0800			
MODEL SA600-760PT SEWER TREATMENT SYSTEM			

SA600LP





# 4" multi-stage submersible pump

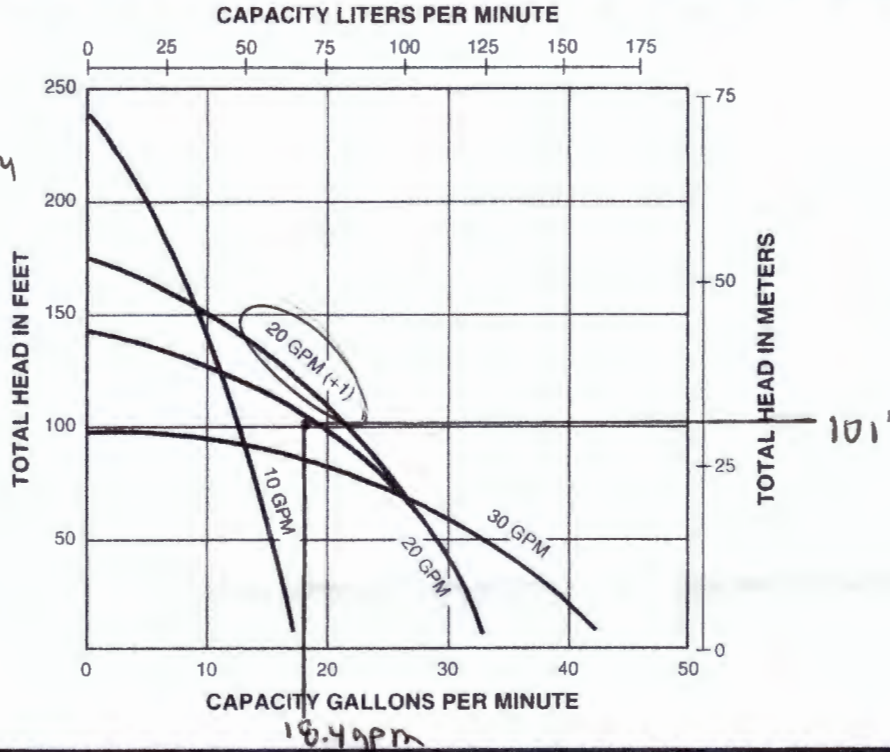
## PUMP PERFORMANCE

PE 172M  
F1715

9/20/24



*[Handwritten signature]*



### PUMP PERFORMANCE (Capacity in Gallons per Minute)

Pump Model	Flow Rate (GPM)	PSI											
		0	10	20	30	40	50	60	70	80	90	100	110
10DOM05221	10			15.0	13.7	12.7	11.5	10.2	8.4	6.5	4.3	1.0	
10DOM05121	10			15.0	13.7	12.7	11.5	10.2	8.4	6.5	4.3	1.0	
20DOM05221	20			30.0	26.0	21.5	14.2	4.4					
20DOM05121	20			30.0	26.0	21.5	14.2	4.4					
30DOM05221	30		38.5	33.3	25.8	16							
30DOM05121	30		38.5	33.3	25.8	16							
20DOM05221+1	20 + 1			30	27.5	24	20	13.5	6				
20DOM05121+1	20 + 1			30	27.5	24	20	13.5	6				

### PUMP PERFORMANCE (Capacity in Liters per Minute)

Pump Model	Flow Rate (LPM)	Bar											
		0	.69	1.38	2.07	2.76	3.45	4.13	4.82	5.51	6.20	6.89	7.58
10DOM05221	37.85			56.8	51.9	48.1	43.5	38.6	31.8	24.6	16.3	3.8	
10DOM05121	37.85			56.8	51.9	48.1	43.5	38.6	31.8	24.6	16.3	3.8	
20DOM05221	75.7			113.6	98.4	81.4	53.7	16.7					
20DOM05121	75.7			113.6	98.4	81.4	53.7	16.7					
30DOM05221	113.55		145.7	126.0	97.7	60.6							
30DOM05121	113.55		145.7	126.0	97.7	60.6							
20DOM05221+1	75.7 + 1			113.4	103.9	90.7	75.6	51.0	22.6				
20DOM05121+1	75.7 + 1			113.4	103.9	90.7	75.6	51.0	22.6				

RPS75 ■ PERFORMANCE DATA

PERFORMANCE			
NOZZLE	PRESSURE PSI	RADIUS FT.	FLOW GPM
#0.75	30	29'	.7
	40	30'	.8
	50	30'	.9
	60	31'	1.0
#1	30	30'	0.9
	40	31'	1.0
	50	31'	1.2
	60	32'	1.3
#1.5	30	32'	1.2
	40	33'	1.4
	50	34'	1.6
	60	34'	1.8
#2	30	34'	1.6
	40	36'	1.8
	50	38'	2.0
	60	38'	2.2
#3 PRE-INSTALLED	30	36'	2.0
	40	38'	2.4
	50	40'	2.7
	60	40'	2.9
#4	30	36'	2.6
	40	40'	3.0
	50	42'	3.4
	60	42'	3.7
#6	40	38'	4.2
	50	43'	4.9
	60	46'	5.5
	70	47'	6.0
#8	40	45'	6.0
	50	48'	6.8
	60	49'	7.6
	70	51'	8.2

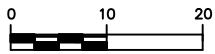
METRIC					
NOZZLE	PRESSURE kPa BARS		RADIUS METERS	FLOW RATE L/M M <sup>3</sup> /H	
#0.75	206	2.1	8.8	2.6	.16
	275	2.8	9.1	3.0	.18
	344	3.4	9.1	3.4	.20
	413	4.1	9.4	3.8	.23
#1	206	2.1	9.1	3.4	.20
	275	2.8	9.4	3.8	.23
	344	3.4	9.4	4.5	.27
	413	4.1	9.8	4.9	.30
#1.5	206	2.1	9.8	4.5	.27
	275	2.8	10.1	5.3	.32
	344	3.4	10.4	6.1	.36
	413	4.1	10.4	6.8	.41
#2	206	2.1	10.4	6.1	.36
	275	2.8	11.0	6.8	.41
	344	3.4	11.6	7.6	.45
	413	4.1	11.6	8.3	.50
#3 PRE-INSTALLED	206	2.1	11.0	7.6	.45
	275	2.8	11.6	9.1	.55
	344	3.4	12.2	10.2	.61
	413	4.1	12.2	11.0	.66
#4	206	2.1	11.0	9.8	.59
	275	2.8	12.2	11.4	.68
	344	3.4	12.8	12.9	.77
	413	4.1	12.8	14.0	.84
#6	206	2.1	11.6	15.9	.91
	275	2.8	13.1	18.5	1.11
	344	3.4	14.0	20.8	1.25
	413	4.1	14.3	22.7	1.36
#8	275	2.8	13.7	22.7	1.36
	344	3.4	14.6	25.7	1.54
	413	4.1	14.9	28.8	1.73
	482	4.8	15.5	31.0	1.86

LOW ANGLE DATA			
NOZZLE	PRESSURE PSI	RADIUS FT.	FLOW GPM
#1	30	22'	1.2
	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

METRIC					
NOZZLE	PRESSURE kPa BARS		RADIUS METERS	FLOW RATE L/M M <sup>3</sup> /H	
#1	207	2.0	6.7	4.5	.34
	275	3.0	7.3	6.4	.39
	344	3.5	7.9	6.8	.41
	413	4.0	8.5	7.6	.46
#3	207	2.0	8.8	11.4	.68
	275	3.0	9.8	11.7	.71
	344	3.5	10.7	13.2	.80
	413	4.0	11.3	14.4	.87
#4	207	2.0	9.4	12.9	.78
	275	3.0	10.4	14.8	.89
	344	3.5	11.3	16.7	1.00
	413	4.0	11.6	17.8	1.07
#6	275	3.0	11.6	24.6	1.68
	344	3.5	12.2	27.6	1.66
	413	4.0	12.8	30.3	1.82
	482	5.0	13.4	32.6	1.96

Data represents test results in zero-wind. Adjust for local conditions. Radius may be reduced with nozzle retention screw.





SCALE : 1" = 20'

Surface application:

Area 1 (back):  $(40')(57.5') + 1/2(7.1')(40.6') = 2,300 \text{ ft}^2$

Area 2 (front):  $(25.8')(32.4') + (1/2(7.1')(32.5')) = 144 \text{ ft}^2$

Area 3 (side):  $2[1/2(x)(14 \text{ ft})^2] = 615 \text{ ft}^2$

Total surface application area:  $4,009 \text{ ft}^2 > 3,750 \text{ ft}^2$

LEGEND

- F.I.P. : FOUND IRON PIN
- S.I.P. : SET 1/2" IRON PIN
- C.M. : CONTROLLING MONUMENT
- C.P. : CALCULATED POINT
- G.P. : 3" GALVANIZED IRON POST
- F.P. : 4"x4" WOOD POST
- W.M. : WATER METER
- P.P. : POWER POLE
- : WOODEN FENCE
- (- ) : PLAT RECORDS

600 gal/day Solar Air ATU

10' of 3" SCH 40 pipe and 2-way cleanout

282' of 1-1/2" SCH 40 pipe

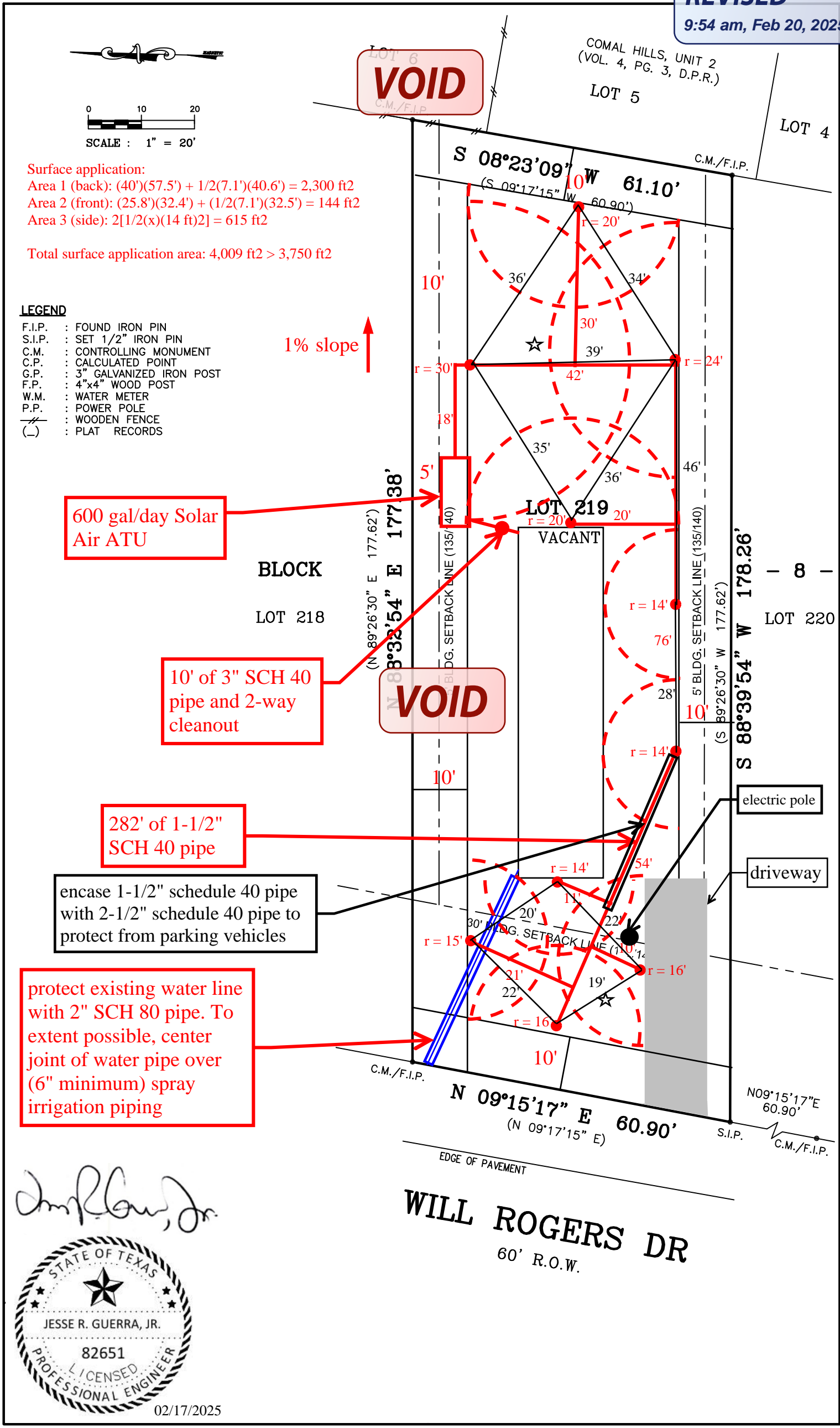
encase 1-1/2" schedule 40 pipe with 2-1/2" schedule 40 pipe to protect from parking vehicles

protect existing water line with 2" SCH 80 pipe. To extent possible, center joint of water pipe over (6" minimum) spray irrigation piping

VOID

VOID

1% slope ↑



*Jesse R. Guerra, Jr.*



02/17/2025

WILL ROGERS DR  
60' R.O.W.





**From:** [Ritzen,Brenda](#)  
**To:** [Rutila Enriquez](#); [Olvera,Brandon](#)  
**Subject:** RE: 385 Will Rogers  
**Date:** Thursday, March 13, 2025 8:20:00 AM  
**Attachments:** [image001.png](#)

---

Rutila,

The permit file has been updated.



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Rutila Enriquez <[rutila345@yahoo.com](mailto:rutila345@yahoo.com)>  
**Sent:** Wednesday, March 12, 2025 10:03 PM  
**To:** Ritzen,Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)>; Olvera,Brandon <[Olverb@co.comal.tx.us](mailto:Olverb@co.comal.tx.us)>  
**Subject:** Fw: 385 Will Rogers

**This email originated from outside of the organization.**

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- Comal IT

---

Here is the inf for the pump tank on the solar Air 600

Rutila Enriquez  
210-365-5165

[Yahoo Mail: Search, Organize, Conquer](#)

----- Forwarded Message -----

**From:** "Rutila Enriquez" <[rutila345@yahoo.com](mailto:rutila345@yahoo.com)>  
**To:** "Jesse Guerra" <[jguerra103@att.net](mailto:jguerra103@att.net)>  
**Cc:**

**From:** [Ritzen,Brenda](#)  
**To:** [Rutila Enriquez](#); [Olvera,Brandon](#); [Jesse Guerra](#)  
**Cc:** [Jesse Guerra](#)  
**Subject:** RE: 385 will Rogers  
**Date:** Tuesday, March 11, 2025 1:17:00 PM  
**Attachments:** [image001.png](#)

---

Rutila,

In addition to this tank spec sheet I need the location and height of all pump tank settings identified with the minimum reserve capacity provided identified.

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Rutila Enriquez <rutila345@yahoo.com>  
**Sent:** Monday, March 10, 2025 12:21 PM  
**To:** Olvera,Brandon <Olverb@co.comal.tx.us>; Jesse Guerra <jguerra103@att.net>; Ritzen,Brenda <rabbjr@co.comal.tx.us>  
**Subject:** Fw: 385 will Rogers

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- Comal IT

---

Here is the cut sheet for the solar air 600

*Rutila Enriquez*

(210)365-5165



**From:** [Ritzen,Brenda](#)  
**To:** [Jesse Guerra](#); [Rutila Enriquez](#)  
**Subject:** RE: 385 will Rogers  
**Date:** Friday, February 28, 2025 8:30:00 AM  
**Attachments:** [Page from 117987.pdf](#)  
[image001.png](#)

---

**Jesse,**

**I already have the pages you sent. The attached tank detail is from the permit file. This is for a Pro Flo ATU. I need an updated tank detail page for the Solar Air System that has been installed.**

**Thank you,**



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Jesse Guerra <jguerra103@att.net>  
**Sent:** Thursday, February 27, 2025 4:51 PM  
**To:** Rutila Enriquez <rutila345@yahoo.com>; Ritzen,Brenda <rabbjr@co.comal.tx.us>  
**Subject:** Re: 385 will Rogers

**This email originated from outside of the organization.**

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*- Comal IT*

---

Hopefully this suffices...

On Thursday, February 27, 2025 at 02:52:14 PM CST, Ritzen,Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)> wrote:

**From:** [Ritzen,Brenda](#)  
**To:** [Rutila Enriquez](#); [Jesse Guerra](#)  
**Cc:** [Gallegos,Efrain](#)  
**Subject:** FW: 385 will Rogers  
**Date:** Thursday, February 27, 2025 9:34:00 AM  
**Attachments:** [image001.png](#)

---

Rutila / Jesse :

The tank manufacturer spec sheet within the permit file is for a Pro Flo 500 gpd but the design is for a Solar Air 600 gpd system. A correct tank manufacturer sheet is needed before final inspection.

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Olvera,Brandon <[Olverb@co.comal.tx.us](mailto:Olverb@co.comal.tx.us)>  
**Sent:** Monday, February 24, 2025 1:28 PM  
**To:** Ritzen,Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)>  
**Subject:** FW: 385 will Rogers

See attached.  
117987

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** | Comal County |  
| [www.cceo.org](http://www.cceo.org) |  
| 195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078  
| e: [olverb@co.comal.tx.us](mailto:olverb@co.comal.tx.us) |

---

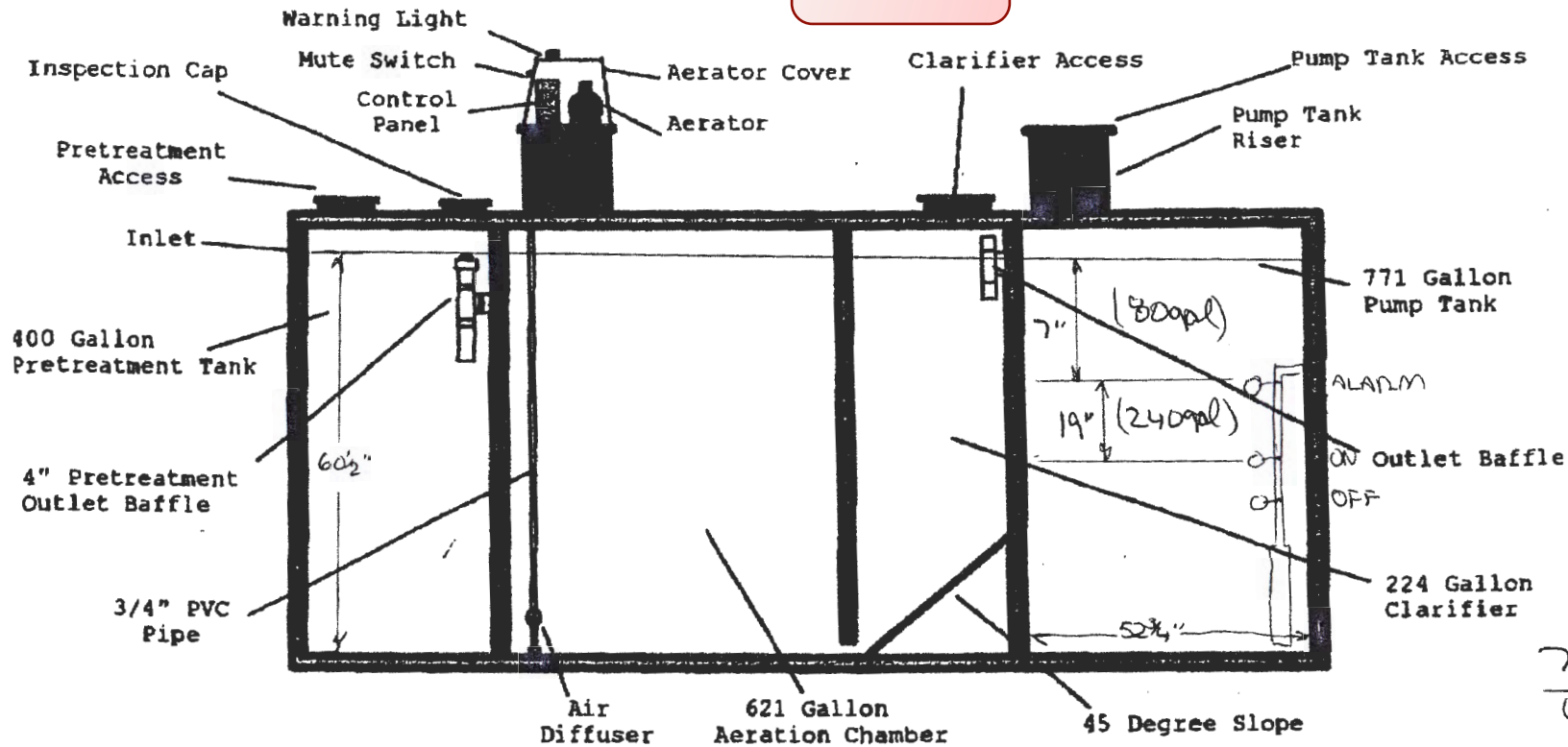
**From:** Rutila Enriquez <[rutila345@yahoo.com](mailto:rutila345@yahoo.com)>  
**To:** Olvera,Brandon <[Olverb@co.comal.tx.us](mailto:Olverb@co.comal.tx.us)>; Ritzen,Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)>  
**Subject:** 385 will Rogers

**This email originated from outside of the**



Pro Flo 500 GPD Unit with 771 Gallon Pump Tank Affixed

**VOID**



PE FIRM F1715

*Handwritten signature*



9/20/24

$$\frac{771 \text{ gal}}{60.5} = 12.74 \text{ gal/in}$$

$$H_1 = \frac{80 \text{ gal}}{12.74 \text{ gal/in}} = 6.27$$

~ 2"

$$H_2 = \frac{240 \text{ gal}}{12.74 \text{ gal/in}} = 18.84$$

~ 19"

- Overall Length - Top 159" Bottom 155"
- Overall Width - Top 68" Bottom 64"
- Height Without Risers - 71"
- Exterior Wall Thickness - 3"
- Interior Wall Thickness - Top 2" Bottom 3"
- Top & Bottom Flanges - Top 5" Bottom 3"
- Pretreatment Length - Top 29-1/4" Bottom 26-3/4"
- Aeration Length - Top 44" Bottom 43"
- Clarifier Length - Top 18-1/2" Bottom 17-1/2"
- Pump Tank Length - Top 55-1/4" Bottom 52-3/4"
- Water Level - 55"
- Air Diffuser - 27-1/4"
- Bottom of Inlet to Bottom of Tank - 60-1/2"

**VOID**

Revised 7/31/07 500SLPT.KEY  
 All Gallonage Approximate  
 Drawing Not to Scale  
 Configurations May Vary

**Pro Flo 500SLPT2**

Note: Unit tested did not have affixed pump tank.

**From:** [Ritzen,Brenda](#)  
**To:** "[Rutila Enriquez](#)"  
**Subject:** RE: 385 will Rogers  
**Date:** Friday, February 21, 2025 8:12:00 AM  
**Attachments:** [image001.png](#)

---

Rutila,

The permit file has been updated.

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Rutila Enriquez <[rutila345@yahoo.com](mailto:rutila345@yahoo.com)>  
**Sent:** Thursday, February 20, 2025 3:02 PM  
**To:** Ritzen,Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)>  
**Subject:** Re: 385 will Rogers

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- Comal IT

---

Here it is

*Rutila Enriquez*

*(210)365-5165*


On Thursday, February 20, 2025 at 10:05:09 AM CST, Ritzen,Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)> wrote:

Rutila,

**From:** [Ritzen,Brenda](#)  
**To:** [Rutila Enriquez](#); [Olvera,Brandon](#)  
**Subject:** RE: 385 will Rogers  
**Date:** Thursday, February 20, 2025 10:04:00 AM  
**Attachments:** [Page from 117987.pdf](#)  
[image001.png](#)

---

Rutila,

The  designer must also update the ATU size on the attached page.

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Rutila Enriquez <rutila345@yahoo.com>  
**Sent:** Thursday, February 20, 2025 8:56 AM  
**To:** Olvera,Brandon <Olverb@co.comal.tx.us>; Ritzen,Brenda <rabbjr@co.comal.tx.us>  
**Subject:** 385 will Rogers

**This email originated from outside of the organization.**

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- Comal IT

---

Hi Brandon, here are the changes, let me know how soon we can schedule the inspection, thanks

*Rutila Enriquez*

*(210)365-5165*





**VOID**

Planning Materials & Site Evaluation as Required Completed By JESSE GUERRA

System Description AEROBIC TREATMENT & SPRAY APPLICATION

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

Tank Size(s) (Gallons) 500 gal/d Absorption/Application Area (Sq Ft) 4,009

Gallons Per Day (As Per TCEQ Table III) 240 gal/d

(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: SPRING BRANCH

RESIDENTIAL DWELLING WAS PREEXISTING. ONLY CONSTRUCTION ACTIVITY PERTAINS TO INSTALLING OF AEROBIC TREATMENT AND SPRAY IRRIGATION PIPING.

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]  
Signature of Designer

9/20/24  
Date

**From:** [Ritzen,Brenda](#)  
**To:** [rutila345@yahoo.com](mailto:rutila345@yahoo.com)  
**Cc:** [Olvera,Brandon](#)  
**Subject:** RE: 385 Will Rogers Revision  
**Date:** Monday, February 10, 2025 10:26:00 AM  
**Attachments:** [Page from 117987.pdf](#)  
[image001.png](#)

---

Rutila,

Please have the designer Mr. Guerra revise the ATU gpd on the attached page to match the revised gpd.

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Olvera,Brandon <[Olverb@co.comal.tx.us](mailto:Olverb@co.comal.tx.us)>  
**Sent:** Monday, February 10, 2025 8:34 AM  
**To:** Ritzen,Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)>  
**Subject:** FW: 385 Will Rogers Revision

117987

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** | Comal County |  
| [www.cceo.org](http://www.cceo.org) |  
| 195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078  
| e: [olverb@co.comal.tx.us](mailto:olverb@co.comal.tx.us) |

---

**From:** Rutila Enriquez <[rutila345@yahoo.com](mailto:rutila345@yahoo.com)>  
**Sent:** Saturday, February 8, 2025 1:47 PM  
**To:** Olvera,Brandon <[Olverb@co.comal.tx.us](mailto:Olverb@co.comal.tx.us)>  
**Subject:** 385 Will Rogers Revision

**This email originated from outside of the**

NAME: NO PREOCCUPANCY

JOB NO.: \_\_\_\_\_



LOCATION: 385 WILL R

SUBJECT: Aerobic System Design Calculations

**I. Effluent Loading Requirements:**

Soil Class: IV (CLAY); Ribbon Test Results: > 3"

$\therefore R_i = \underline{0.064 \text{ gal/d} \cdot \text{ft}^2}$

[Ch. 285.91(1) – Figure I]

**II. Wastewater Usage Rate:**

(with/without water saving devices); 3-Bedroom Home (Mobile Home/Other (\_\_\_\_\_)).

$\therefore Q = \underline{240 \text{ gal/d}}$

$\rightarrow 1,250 \text{ ft}^2$

[Ch. 285.91(3) – Table III]

**III. Surface Application Area Required:  $A = Q/R_i$**

[Ch. 285.33(c)(2)(D)]

$A = 240 \text{ gal/d} / 0.064 \text{ gal/d} \cdot \text{ft}^2 = 3750 \text{ ft}^2$

(REFER TO DESIGN LAYOUT FOR CALCULATIONS TO PROPOSED LAYOUT AND TOTAL AREA.)

$\therefore \text{Use } \underline{3,750 \text{ ft}^2}$

**IV. Actual Surface Application Area:**

[Ch. 285.33 (c) (2) (A-E)]

(Use K-RAIN, Model: PROPLUS Number 1; 3 Nozzle) or approved equal.

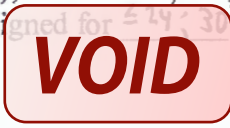
- Use 10 sprinkler head(s);

- A No. 1, 3 nozzle is designed for 49' 30" radius, 40 PSI pressure, 1.7; 3.1 gpm dosing.

$(1.7)(9) = 15.3 \text{ gpm}$

$(3.1)(1) = 3.1 \text{ gpm}$

$18.4 \text{ gpm}$



$\therefore \text{Use } \underline{9 \text{ @ } \#1; 10 \text{ @ } \#3}$

**V. Minimum Pump Requirements:**

(Use STA-RITE Effluent Pump Model 20DDMD5221 1/2 HP) or approved equal.

Headloss = static head + friction head + system operating head

Static Head = 0' (PUMP ~ 6' BELOW GRADE + 2' INCREASING ELEV.)

Friction Head = 3-90° BENDS  $\rightarrow 3(8') = 24'$

5-TEES  $\rightarrow 5(9') = 45'$

1-45° BEND  $\rightarrow 1(7') = 7'$

PIPING  $\rightarrow 282'$

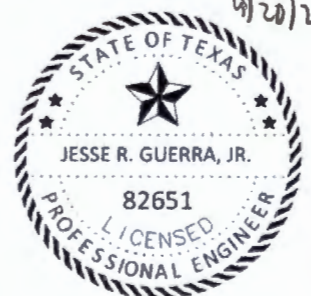
System Operating Head = 40 PSI ~ 93'

$354'$

$\Sigma 0' + 4' + 93' = 105'$

$\therefore \text{Use } \underline{105'; 18.4 \text{ gpm}}$

$354' \left( \frac{1.01}{100'} \right) = 3.6' \sim 4'$



*Jesse R. Guerra, Jr.*

9/20/24



**VOID**

VI. **Aerobic Treatment Unit:** Use PNO FLO Aerobic Wastewater Treatment Unit, Model S00 SLPT2 (500 gal/d) or approved equal. Refer to enclosures for more specific manufacturer's information regarding installation, operation and/or maintenance.

VII. **Effluent Pump Tank:**

771 gallon pump tank (last compartment of overall ATU tank) to house effluent (to be TABLET chlorinated) before it is sprayed at the surface. Overall tank dimensions are: 71" (height), 159" (length), and 68" (width).

VIII. **Maintenance Contract:** Aerobic system installer shall provide the Designated Representative with proof of an executed two-year full service maintenance contract as required by the TCEQ.

IX. **Note to OSSF installer:** Aerobic OSSF installer shall make installation adjustments, as deemed necessary, in order to compensate for field conditions that require the altering of the design as submitted herein. Such changes shall be coordinated with the undersigned engineer if any of the following, but not limited to, conditions are changed: different surface irrigation piping length, operating mode/type of sprinklers, pump specifications. Also, any field changes shall not violate any TCEQ Rules and Regulations such as minimum setback distances, effluent storage requirements, etc.

Engineer's design provision: This aerobic system has been designed for parameters made known to him by either the proposed user of the aerobic system or aerobic system installer - as shown in the above-cited calculations - and the enclosed manufacturer's product information. If this aerobic system is operated in any other way than the products have been designed, or if the hydraulic quantities/qualities differ from those prescribed by either the TCEQ or manufacturer's products, the system may not function properly in either the treatment and disposal of sewage.

**VOID**



Jesse R. Guerra, Jr., P.E.

9/20/24

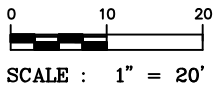
Date

PE Firm #F-1715

cc: File

**REVISED**

11:40 am, Nov 15, 2024



**Surface application:**

Area 1 (back):  $(40')(57.5') + 1/2(7.1')(40.6') = 2,300 \text{ ft}^2$

Area 2 (front):  $(25.8')(32.4') + (1/2(7.1')(32.5')) = 144 \text{ ft}^2$

Area 3 (side):  $2[1/2(x)(14 \text{ ft})] = 615 \text{ ft}^2$

Total surface application area:  $4,009 \text{ ft}^2 > 3,750 \text{ ft}^2$

**LEGEND**

- F.I.P. : FOUND IRON PIN
- S.I.P. : SET 1/2" IRON PIN
- C.M. : CONTROLLING MONUMENT
- C.P. : CALCULATED POINT
- G.P. : 3" GALVANIZED IRON POST
- F.P. : 4"x4" WOOD POST
- W.M. : WATER METER
- P.P. : POWER POLE
- : WOODEN FENCE
- (- ) : PLAT RECORDS

500 gal/day  
Proflo ATU

10' of 3" SCH 40  
pipe and 2-way  
cleanout

282' of 1-1/2"  
SCH 40 pipe

encase 1-1/2" schedule 40 pipe  
with 2-1/2" schedule 40 pipe to  
protect from parking vehicles

protect existing water line  
with 2" SCH 80 pipe. To  
extent possible, center  
joint of water pipe over  
(6" minimum) spray  
irrigation piping

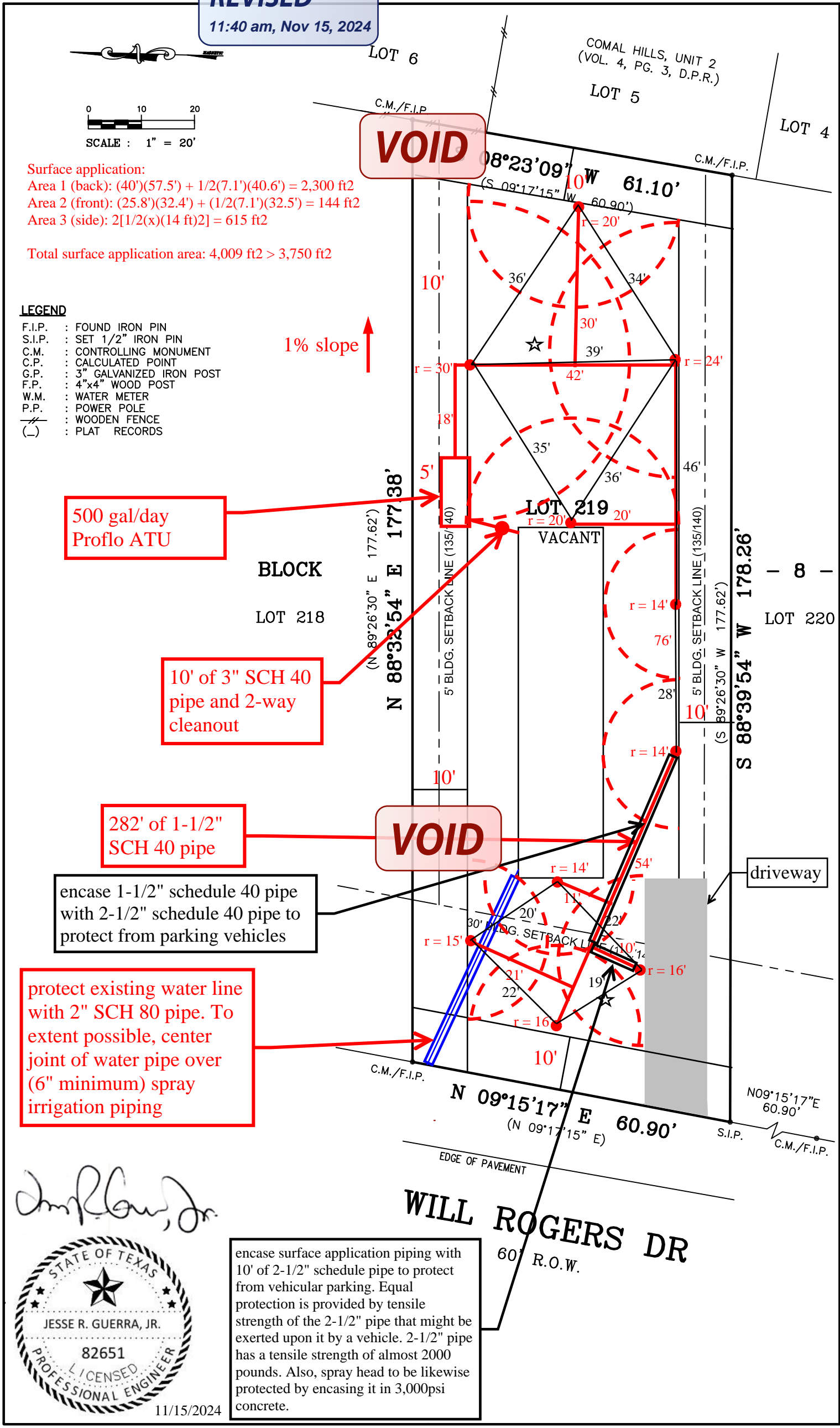
encase surface application piping with  
10' of 2-1/2" schedule pipe to protect  
from vehicular parking. Equal  
protection is provided by tensile  
strength of the 2-1/2" pipe that might be  
exerted upon it by a vehicle. 2-1/2" pipe  
has a tensile strength of almost 2000  
pounds. Also, spray head to be likewise  
protected by encasing it in 3,000psi  
concrete.



**WILL ROGERS DR**  
60' R.O.W.

**VOID**

**VOID**



**From:** [Ritzen,Brenda](#)  
**To:** ["Jesse Guerra"](#)  
**Subject:** RE: Permit #117987  
**Date:** Monday, November 4, 2024 10:51:00 AM  
**Attachments:** [image001.png](#)

---

Jesse,

✓ Will the sewer pipe/spray head next to the driveway also have equivalent protection?

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Jesse Guerra <jguerra103@att.net>  
**Sent:** Saturday, November 2, 2024 7:36 AM  
**To:** Ritzen,Brenda <rabbjr@co.comal.tx.us>  
**Subject:** Re: Permit #117987

**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*

Here you go Ms. Ritzen.

Thanks!

On Thursday, October 31, 2024 at 11:30:42 AM CDT, Ritzen,Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)> wrote:

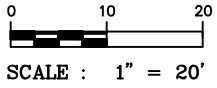
Jesse,

Please identify the driveway on the design and provide equivalent protection from the sewer line as needed.



**REVISED**

9:12 am, Nov 04, 2024



**Surface application:**

Area 1 (back):  $(40')(57.5') + 1/2(7.1')(40.6') = 2,300 \text{ ft}^2$

Area 2 (front):  $(25.8')(32.4') + (1/2(7.1')(32.5')) = 144 \text{ ft}^2$

Area 3 (side):  $2[1/2(x)(14 \text{ ft})^2] = 615 \text{ ft}^2$

Total surface application area:  $4,009 \text{ ft}^2 > 3,750 \text{ ft}^2$

**LEGEND**

- F.I.P. : FOUND IRON PIN
- S.I.P. : SET 1/2" IRON PIN
- C.M. : CONTROLLING MONUMENT
- C.P. : CALCULATED POINT
- G.P. : 3" GALVANIZED IRON POST
- F.P. : 4"x4" WOOD POST
- W.M. : WATER METER
- P.P. : POWER POLE
- : WOODEN FENCE
- (- ) : PLAT RECORDS

**VOID**

COMAL HILLS, UNIT 2  
(VOL. 4, PG. 3, D.P.R.)

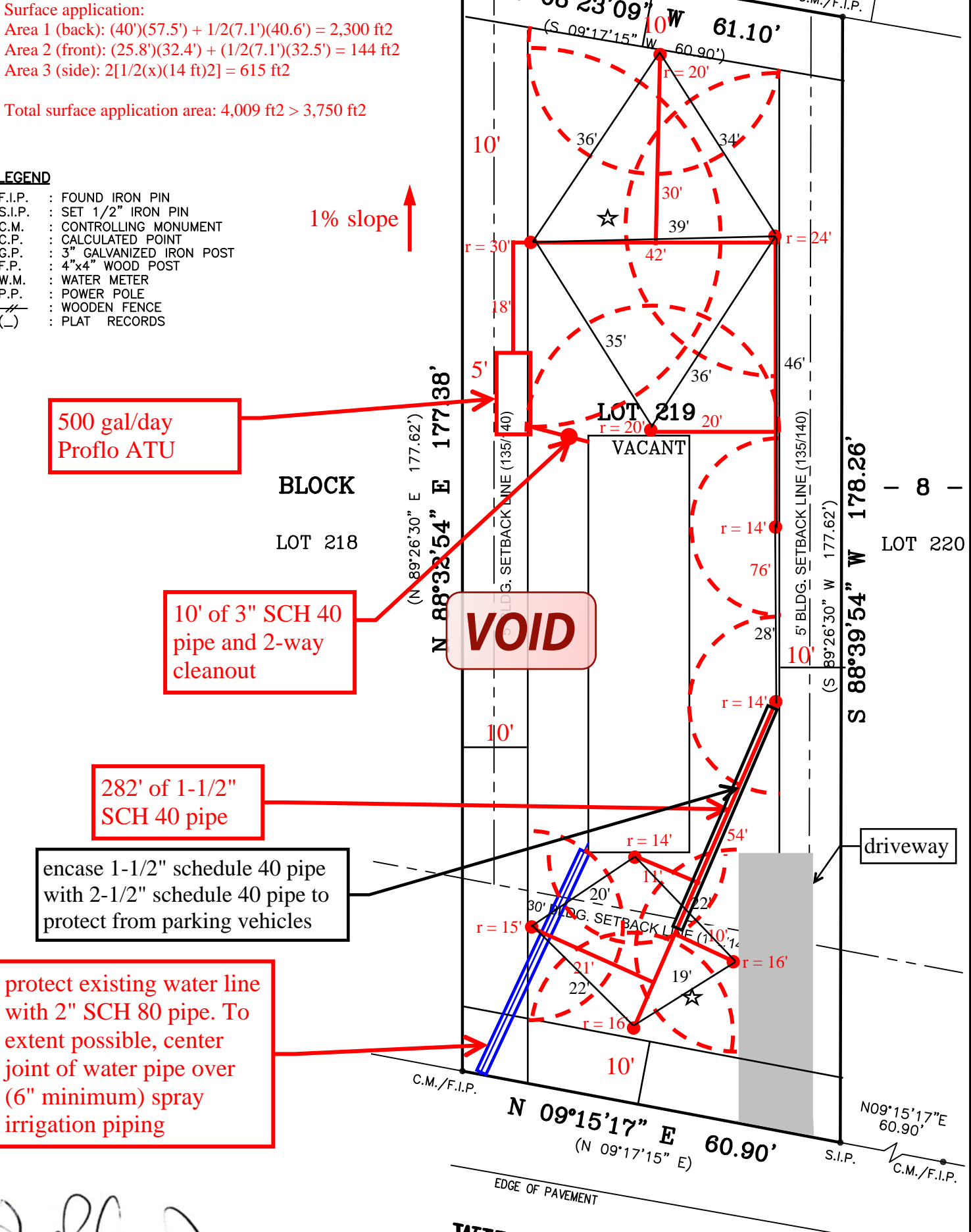
LOT 5

LOT 4

C.M./F.I.P.

C.M./F.I.P.

S 08°23'09" W 61.10'  
(S 09°17'15" W 60.90')



500 gal/day  
Proflo ATU

10' of 3" SCH 40  
pipe and 2-way  
cleanout

282' of 1-1/2"  
SCH 40 pipe

encase 1-1/2" schedule 40 pipe  
with 2-1/2" schedule 40 pipe to  
protect from parking vehicles

protect existing water line  
with 2" SCH 80 pipe. To  
extent possible, center  
joint of water pipe over  
(6" minimum) spray  
irrigation piping

**VOID**

driveway

*Jesse R. Guerra, Jr.*



10/29/2024

**WILL ROGERS DR**  
60' R.O.W.

**From:** [Ritzen,Brenda](#)  
**To:** [Jesse Guerra](#)  
**Subject:** RE: Permit #117987  
**Date:** Thursday, October 31, 2024 11:30:00 AM  
**Attachments:** [image001.png](#)

---

Jesse,

Please identify the driveway on the design and provide equivalent protection from the sewer line as needed.

Thank you,



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

---

**From:** Jesse Guerra <jguerra103@att.net>  
**Sent:** Wednesday, October 30, 2024 11:28 PM  
**To:** Ritzen,Brenda <rabbjr@co.comal.tx.us>  
**Subject:** Permit #117987

**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

---

Ms. Ritzen, please see responses to the subject permit.

Thanks





**From:** [Ritzen,Brenda](mailto:Ritzen,Brenda)  
**To:** ["sanantoniolandbuyers@gmail.com"](mailto:sanantoniolandbuyers@gmail.com); ["m9servicesllc@gmail.com"](mailto:m9servicesllc@gmail.com)  
**Subject:** Permit 117987  
**Date:** Tuesday, October 22, 2024 4:15:00 PM  
**Attachments:** [image001.png](#)

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**Re: No Preocupaciones LLC  
Comal Hills Unit 1 Lot 219 Block 8  
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:**

-  **The property owner must sign the 2 year initial maintenance contract.**
  -  **The Comal County Rules require a 20 ft. setback from the edge of the spray areas to the property lines.**
  -  **The Comal County Rules require that all water lines be treated as public water lines. Submit a variance for the placement of the water line within the spray areas. Submit details of the equivalent protection.**
  -  **Verify that the crossing of the water and sewer lines is in compliance with TAC Chapter 290 and submit details of the equivalent protection provided at the crossings.**
- 5. Indicate the separation distances between spray heads.**
  - 6. Part of the designed spray area in the front yard is blocked out on the design.**
  - 7. 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](http://www.cceo.org)

---

**REVISED**

10:59 am, Oct 31, 2024

**Bencob Design Services, LLC**  
**T.B.P.E. Firm Registration #F-1715**  
3033 Stuart Road, Lot 2  
Adkins, TX 78101  
Mobile: 210.854.7649 / Email: jguerra103@att.net

---

**TO:** Comal County Environmental Health Department  
**FROM:** Jesse R. Guerra, Jr., P.E.  
**SUBJECT:** No Preocupaciones LLC, Comal Hills Unit 1 Lot 219 Block 8, Application for Permit for Authorization to Construct an On-Site Sewage Facility (OSSF) 385 Will Rogers Drive, Spring Branch Texas 78070  
**DATE:** October 25, 2024

Responses to this OSSF permits are

1. The property owner must sign the 2year initial maintenance contract. **This has been provided.**
2. The Comal County Rules require a 20 ft. setback from the edge of the spray areas to the property lines. **A variance (dated 09/20, 2024) was submitted with the OSSF permit application. It is again attached herein for review and comment.**
3. The Comal County Rules require that all water lines be treated as public water lines. Submit a variance for the placement of the water line within the spray areas. Submit details of the equivalent protection. **Chapter 290.4.e addresses separation distances between potable water lines and wastewater collection lines. This OSSF permit application concerns a private water line and treated effluent (having a chloring residual). This crossing is inevitable, given the need to maintain water service to the residence as well as providing sufficient area to allow the spray application of the aerobic system. Equal protection is provided in two measures: (1) the existing water service line is to be sleeved with schedule 80 piping, which has a pressure rating of 400 psi, and (2) the schedule 80 piping joints are to be centered over the one crossing with the spray irrigation piping. Municipal potable systems normally provide 40 to 80 psi in its distribution system, which is well below the pressure rating of the schedule 80 piping (400 psi).**
4. Verify that the crossing of the water and sewer lines is in compliance with TAC Chapter 290 and submit details of the equivalent protection provided at the crossings. **Again, the private water service line is not crossing the sewer line (or in this case, tightline between the mobile home and ATU). The water service line is crossing a schedule 40 pvc spray irrigation pipe containing treated effluent with a chlorine residual). OSSF installer to center (perpendicularly) crossing of existing private water service line over (6" minimum) the spray irrigation pipeline. Both the 1-1/2 and 3/4" private water service line are both schedule 40 pipe, having a pressure rating of 200 psi, exceeding Chapter 290's requirement of at 150 psi. Further, the private water**

**REVISED**

11:00 am, Oct 31, 2024

- service line is to be sleeved in 2" schedule 80 piping. (290.44.e.4.B.i). Also, the existing water service line and spray irrigation piping are not proposed to be laid in the same trench.
5. Indicate the separation distances between spray heads. See revised design sheet.
  6. Part of the designed spray area in the front yard is blocked out on the design. There is no covered spray irrigation system. It is laid out to operate next to the existing driveway. Nothing is blocked out.
  7. Revise as needed and resubmit.

If you have any questions or comments, please do not hesitate to contact me at the above-listed information.



Sincerely,

A handwritten signature in black ink that reads "Jesse R. Guerra, Jr.".

---

Jesse R. Guerra, P.E.

CC: File





# WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer	Residential	Initial Contract
No Preocupaciones LLC	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Site Address	Agency	
385 Will Rogers Drive, Spring Branch, TX 78070	Comal County	
Email	Phone	Permit Number
m9servicesllc@gmail.com	(602) 616-8629	
System Details		
Treatment: Aerobic Surface Application Liquid Bleach / System: 500 Max GPD		

## MAINTENANCE AGREEMENT

### I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 9595 Ranch Rd 12 Suite #1, Wimberley, TX 78676. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

### II. Dates & Fees:

This agreement commences upon receipt by the Contractor of notice that the Local Regulatory Agency has given final approval of the installation (for a new or modified system), or on **9/16/2025** for an existing system, provided the Contractor has received payment in full of Fee(s) as agreed herein. The fees for this agreement are **\$450.00** and shall be prepaid per the payment terms outlined herein.

### III. Renewal Terms:

The term of this Agreement is **2 year(s)** but in no case shall the Fee to the Contractor be for less than **one (1) year**. This Agreement is non-expiring and automatically renews without need for signing of any additional document(s) – provided Client continues to timely pay the Fee(s) when due. Agreements paid monthly are paid using Contractor's system for automatic debit or automatic draft. Agreements that are prepaid will be invoiced by Contractor before the due date and must be timely paid by Client. If not timely paid before the due date, the Contractor has the right to terminate this Agreement.

### IV. Services by Contractor:

1. Inspect and perform routine maintenance on the part with "On-Site Sewage Facility ("OSSF or "the system") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Replacement, Replenishment, and



Repairs are additional services not covered by the fee. Regarding all such work, Contractor shall abide by Client's election in Section V of this agreement.



- 5. Report to the appropriate regulatory agency and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory agency within 14 days.
- 6. Visit site within 48 hours of a service request.
- 7. Provide Customer Support line at (855) 560-9909

**V. Client Responsibilities:**

- 1. Maintain a current License to Operate and abide by the conditions and limitations of that license and all requirements for OSSF from the State and Local Regulatory Agency as well as manufacturer's recommendations.
- 2. Maintain disinfection unit and at all times provide proper and adequate chlorine supply or operating disinfection component, if OSSF is equipped with same.
- 3. Provide all necessary site, yard, or lawn maintenance and removal of obstacles, including dogs and other animals, as needed to allow the system and its components to function properly and to allow Contractor safe and easy access to all parts of the system and its components.
- 4. Maintain site drainage to prevent adverse effects on OSSF.
- 5. Provide for pumping of tanks, when and as suggested by Contractor, at Client's own expense. Typically, every 3 years.
- 6. Do not exceed the system's physical, hydraulic, or biological limitations
- 7. Notify Contractor within 24 hours of the occurrence of any and all alarms or problems with any component or with the system.
- 8. Be available by text, phone, or in person when the Contractor is on-site in case of required repair approvals or questions.
- 9. Promptly pay Contractor's bills, fees, and invoices in full.
- 10. Elect one of the following: Authorized

**Yes, I authorize.** If during the Contractor's time of the maintenance check any component of the system is found to need replacement, replenishment, or repair, then Client authorizes Contractor to perform the service per the above and bill or charge the Client for such additional services without further approval by Client so long as the service is \$150 or less and the Contractor has the necessary materials to perform the replacement, replenishment, or repair.



**No, I do not authorize.** If, during the Contractor's time of the maintenance check, any component of the system is found to be in need of replacement, replenishment, or repair, Contractor will notify Client of repairs needed and, where feasible, provide an estimate of cost. No replacement, replenishment, or repairs will be performed without express approval of Client. Additional Service fees will apply for return visits to perform repairs.

**VI. Authority**

In signing this Agreement, the Client: (1) hereby affirms ownership to the Property as well as the OSSF that is the subject of this Agreement. (2) represents that he/she has authority to permit Contractor's entry upon property to monitor, service, or repair and agrees to hold Contractor and its agents harmless for entry upon such real property for these purposes, and (3) represents to have the authority to bind all owners of the property to the terms of this agreement, or to accept personal responsibility for these terms.

**VII. Access By Contractor**

Contractor is hereby granted access to the system and all related components for the purposes of performing the Services or Additional Services. Unless other arrangements have been made in advance in writing, Contractor's personnel may enter the property at reasonable times without any form of notice for the purpose of performing the Services or Additional Services. Contractor will require free, unrestricted access to the system and related components for the purpose of performing all work. If upon arrival at the site, Contractor determines that access is prevented, blocked, or restricted, Contractor is not required to perform any of the steps, and will be credited with completion of that maintenance check. Additional maintenance checks to complete the Services shall be billed to Client as an Additional Service.



**VOID**

**VIII. Payment Terms:**

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client. Under no condition shall prepayment of Fee, or the sum of monthly payments of Fee, be for less than **a one-year term**. After **2 year(s)**, prepaid agreements (other than monthly) may be prorated using monthly increments, less other charges as discussed elsewhere in this Agreement.

**IX. Application or Transfer of Payment:**

The Fee paid for this Agreement may transfer to the subsequent owner(s), however, this Agreement will not transfer. Client will advise subsequent owner(s) of the regulatory requirement for a replacement Agreement. Regulations require that replacement Agreements be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past-due obligations arising from this Agreement including late charges, returned check charges, and charges for repairs or services not paid within 10 days of invoicing. Unpaid balances on Client's account may lead to the extension of the monthly drafting or debiting program, if applicable, to complete payment of Client's account balance(s).

**X. Termination of Agreement:**

After a minimum of **2 year(s)**, in order to provide sufficient time to comply with the regulatory requirement for notices from the Contractor to the Local Regulatory Agency, this Agreement may be terminated for any reason by either party with a minimum 30 day written notice, without fault of the terminating party. Contractor shall be due a Fee equal to at least the first year and may also deduct for any other work performed by Contractor but not yet paid by Client, whether invoiced prior to termination or not. Contractor will notify the appropriate Local Regulatory Agency of this termination.

**XI. Limitation 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 of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

**XII. Severability:**

**VOID**

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

No Preocupaciones LLC

Luna Environmental / Wes Magley / Logan Leppo

Signed by: Customer Name

No Preocupaciones LLC

30206EEA864B418...

Customer Signature

Maintenance Provider Name

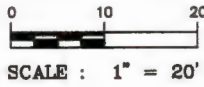
Wes Magley  
License # MP0002679

LOGAN LEPP0  
License # MP0002494

Maintenance Provider Signature

Additional Comments / Special Terms





**Surface application:**

Area 1 (back):  $(40')(57.5') + 1/2(7.1')(40.6') = 2,300 \text{ ft}^2$   
Area 2 (front):  $(25.8')(32.4') + (1/2(7.1')(32.5')) = 144 \text{ ft}^2$   
Area 3 (side):  $2[1/2(x)(14 \text{ ft})] = 615 \text{ ft}^2$

Total surface application area:  $4,009 \text{ ft}^2 > 3,750 \text{ ft}^2$

**LEGEND**

- F.I.P. : FOUND IRON PIN
- S.I.P. : SET 1/2" IRON PIN
- C.M. : CONTROLLING MONUMENT
- C.P. : CALCULATED POINT
- G.P. : 3" GALVANIZED IRON POST
- F.P. : 4"x4" WOOD POST
- W.M. : WATER METER
- P.P. : POWER POLE
- (-/-) : WOODEN FENCE
- (-/-) : PLAT RECORDS

1% slope ↑

500 gal/day  
Proflo ATU

BLOCK  
LOT 218

10' of 3" SCH 40  
pipe and 2-way  
cleanout

282' of 1-1/2"  
SCH 40 pipe

protect existing  
water line

VOID

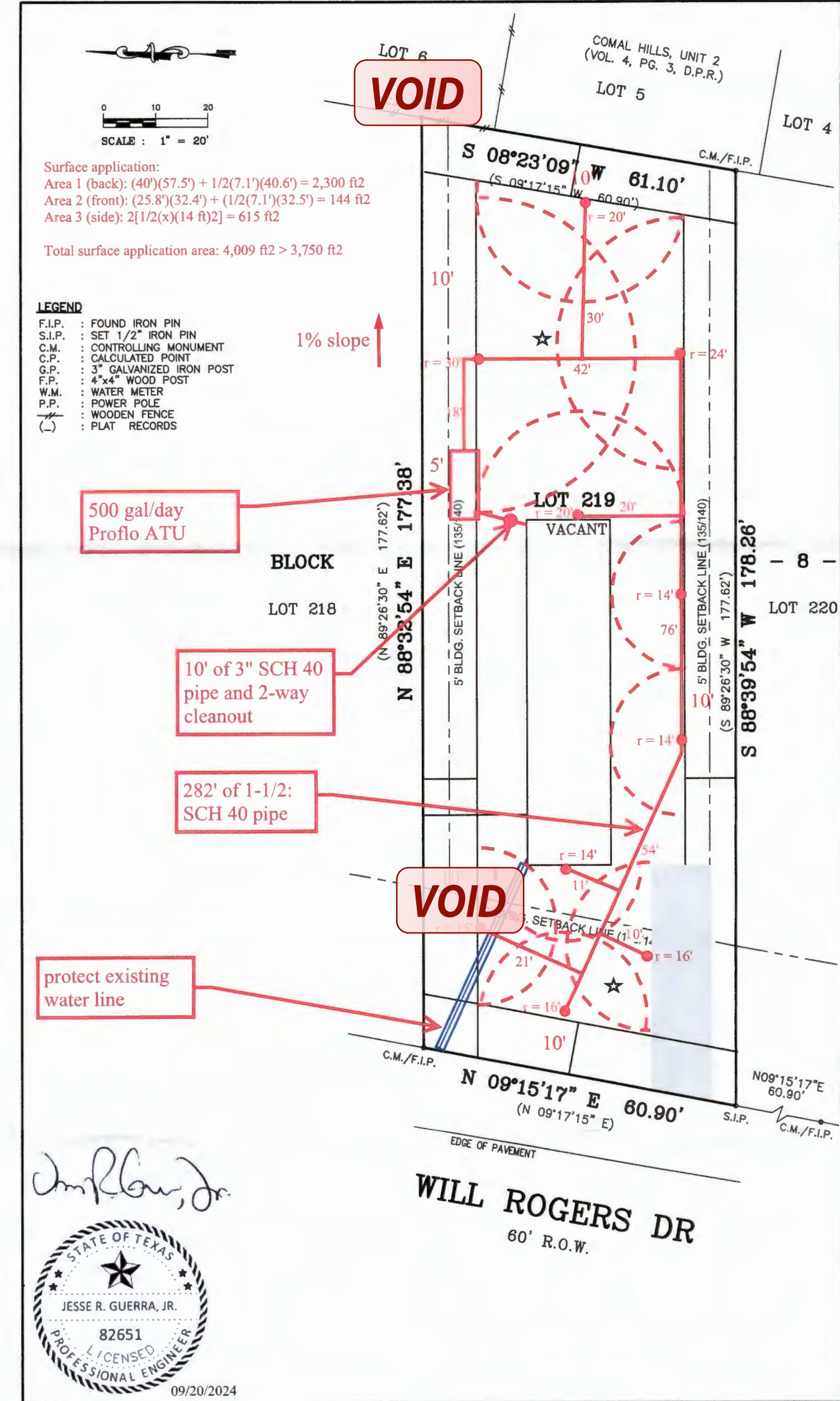
VOID

WILL ROGERS DR  
60' R.O.W.

*Jesse R. Guerra, Jr.*



09/20/2024





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.

## General Warranty Deed

**Date:** March 22, 2024

**Grantor:** AHIMEC FALCON and JULIO FALCON, whose address is 1232 Scipio Lane, McAlester, OK 74501

**Grantee:** NO PREOCUPACIONES LLC, an Arkansas limited liability company, whose address is 818 East Cinnabar Avenue, Phoenix, AZ 85020

**Consideration:** Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):** Lot 219, Block 8, COMAL HILLS SUBDIVISION, UNIT 1, in Comal County, Texas, according to the plat thereof recorded in Volume 2, Page 53, Map and Plat Records, Comal County, Texas.

**Reservations from Conveyance:** None.


**Exceptions to Conveyance and Warranty:** Restrictive covenants recorded in/under Volume 135, Page 140, Volume 210, Page 38, Volume 303, Page 338, Volume 426, Page 281, and Clerk's File Nos. 200306012912 and 200306021247, Real Property Records, Comal County, Texas; standby fees, taxes and assessments by any taxing authority for the year 2024, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; and the following matters and all terms of the documents creating or offering evidence of the matters: (a) Rights of parties in possession, (b) Intentionally deleted, (c) Intentionally omitted, (d) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records, (e) All conveyances, contracts, deeds, reservations, exceptions, limitations, leases, and similar interests in or to any geothermal energy and associated resources below the surface of land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records, (f) Building lines and/or easements as shown on the illegible plat recorded in Volume 2, Page 53, Map and Plat Records, Comal County, Texas, (g) Easement retained in deed from Alice Gass and Alfred Gass to Edmund Gass by instrument dated September 1, 1952, filed October 24, 1952, recorded in/under Volume 99, Page 425, Real Property Records, Comal County, Texas, (h) Easement and/or Right of Way from Smith Land Development, Inc. to Pedernales Electric Cooperative, Inc. by instrument dated September 17, 1964, filed September 21, 1964, recorded in/under Volume 140, Page 458, Real Property Records, Comal County, Texas, (i) Covenants, conditions, restrictions, easements, assessments

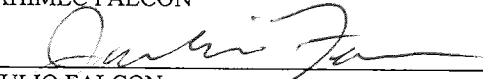


and liens as set forth in the document Entitled: Restrictions; Recording Date: September 23, 1963; Recording No: in/under Volume 135, Page 140, Real Property Records, Comal County, Texas, and (j) Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey, Dated: March 18, 2024; Prepared by: Texas Engineering & Surveying, Inc., certified by S. B. David Shrestha, R.P.L.S. No. 5920; Matters shown: 1. Fence does not follow property line(s).

Grantor, for the Consideration and subject to 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 Exceptions to Conveyance and Warranty.

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

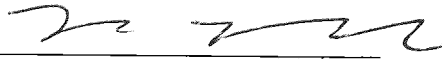
  
\_\_\_\_\_  
AHIMEC FALCON

  
\_\_\_\_\_  
JULIO FALCON

STATE OF ~~TEXAS~~ Oklahoma §

COUNTY OF P. Hoburg §


This instrument was acknowledged before me on the 22 day of March, 2024, by AHIMEC FALCON.

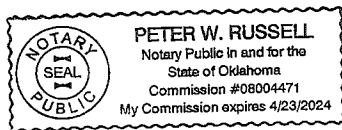
  
\_\_\_\_\_  
Notary Public, State of ~~Texas~~ Oklahoma

STATE OF ~~TEXAS~~ Oklahoma §

COUNTY OF P. Hoburg §

This instrument was acknowledged before me on the 22 day of March, 2024, by JULIO FALCON.

  
\_\_\_\_\_  
Notary Public, State of ~~Texas~~ Oklahoma



**Filed and Recorded**  
**Official Public Records**  
**Bobbie Koepf, County Clerk**  
**Comal County, Texas**  
**04/01/2024 09:10:20 AM**  
**TAMMY 2 Pages(s)**  
**202406009496**



*Bobbie Koepf*

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.

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and liens as set forth in the document Entitled: Restrictions; Recording Date: September 23, 1963; Recording No: in/under Volume 135, Page 140, Real Property Records, Comal County, Texas, and (j) Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey, Dated: March 18, 2024; Prepared by: Texas Engineering & Surveying, Inc., certified by S. B. David Shrestha, R.P.L.S. No. 5920; Matters shown: 1. Fence does not follow property line(s).

Grantor, for the Consideration and subject to 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 Exceptions to Conveyance and Warranty.

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


  
AHIMEC FALCON

  
JULIO FALCON

STATE OF ~~TEXAS~~ Oklahoma §

COUNTY OF P. Heberg §


This instrument was acknowledged before me on the 22 day of March, 2024, by AHIMEC FALCON.

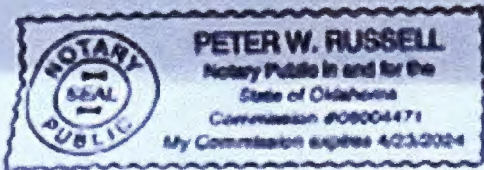
  
Notary Public, State of ~~Texas~~ Oklahoma

STATE OF ~~TEXAS~~ Oklahoma §

COUNTY OF P. Heberg §

This instrument was acknowledged before me on the 22 day of March, 2024, by JULIO FALCON.

  
Notary Public, State of ~~Texas~~ Oklahoma





## General Power of Attorney

NOTICE: THE POWERS GRANTED BY THIS DOCUMENT ARE BROAD AND SWEEPING. IF YOU HAVE ANY QUESTIONS ABOUT THESE POWERS, OBTAIN COMPETENT LEGAL ADVICE. THIS DOCUMENT DOES NOT AUTHORIZE ANYONE TO MAKE MEDICAL AND OTHER HEALTH-CARE DECISIONS FOR YOU. YOU MAY REVOKE THIS POWER OF ATTORNEY IF YOU LATER WISH TO DO SO. IF YOU WANT YOUR AGENT TO HAVE THE AUTHORITY TO SIGN HOME EQUITY LOAN DOCUMENTS ON YOUR BEHALF, THIS POWER OF ATTORNEY MUST BE SIGNED BY YOU AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW, OR A TITLE COMPANY.

You should select someone you trust to serve as your agent. Unless you specify otherwise, generally the agent's authority will continue until:

- (1) you die or revoke the power of attorney;
- (2) your agent resigns or is unable to act for you; or
- (3) a guardian is appointed for your estate.

I, No Preocupaciones LLC by Managing Member Brayand Samuel Ponciano, residing at 818 F Cinnabar Ave, Phoenix, Arizona 85020, hereby appoint Alma Flores of 900 E Basse Rd, San Antonio, Texas 78209, as my attorney-in-fact ("Agent") to exercise the powers and discretions described below.

- Real property transactions
- Tangible personal property transactions
- Stock and bond transactions
- Commodity and option transactions
- Banking and other financial institution transactions
- Business operating transactions
- Insurance and annuity transactions
- Estate, trust, and other beneficiary transactions
- Claims and litigation
- Personal and family maintenance
- Benefits from social security, Medicare, Medicaid, or other governmental programs or civil or military service
- Retirement plan transactions
- Tax matters
- Digital assets and the content of an electronic communication

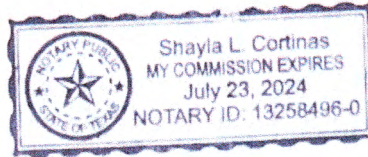
STATE OF TEXAS,  
COUNTY OF BEXAR, ss:

This document was acknowledged before me on July 1, 2024 (date) by No Preocupaciones LLC  
by Managing Member Brayand Samuel Ponciano (name of principal).

  
\_\_\_\_\_  
(signature of notarial officer)

Shayla Cortinas  
(printed name)

My commission expires 07/23/2024



cash balance is kept;

(F) each known liability;

(G) any other information and facts known to you as necessary for a full and definite understanding of the exact condition of the property belonging to the principal; and

(H) all documentation regarding the principal's property

#### **Termination of Agent's Authority**

You must stop acting on behalf of the principal if you learn of any event that terminates or suspends this power of attorney or your authority under this power of attorney. An event that terminates this power of attorney or your authority to act under this power of attorney includes:

(1) the principal's death;

(2) the principal's revocation of this power of attorney or your authority;

(3) the occurrence of a termination event stated in this power of attorney;

(4) if you are married to the principal, the dissolution of your marriage by a court decree of divorce or annulment or declaration that your marriage is void, unless otherwise provided in this power of attorney;

(5) the appointment and qualification of a permanent guardian of the principal's estate unless a court orders otherwise; or

(6) if ordered by a court, your removal as agent (attorney in fact) under this power of attorney. An event that suspends this power of attorney or your authority to act under this power of attorney is the appointment and qualification of a temporary guardian unless a court order provides otherwise.

#### **Liability of Agent**

The authority granted to you under this power of attorney is specified in the Durable Power of Attorney Act (Subtitle P, Title 2, Estates Code). If you violate the Durable Power of Attorney Act or act beyond the authority granted, you may be liable for damages caused by the violation or subject to prosecution for misapplication of property by a fiduciary under Chapter 32 of the Texas Penal Code.

**THE AGENT, BY ACCEPTING OR ACTING UNDER THE APPOINTMENT, ASSUMES THE FIDUCIARY AND OTHER LEGAL RESPONSIBILITIES OF AN AGENT.**





0 10 20  
SCALE : 1" = 20'

**LEGEND**

- F.I.P. : FOUND IRON PIN
- S.I.P. : SET 1/2" IRON PIN
- C.M. : CONTROLLING MONUMENT
- C.P. : CALCULATED POINT
- G.P. : 3" GALVANIZED IRON POST
- F.P. : 4"x4" WOOD POST
- W.M. : WATER METER
- P.P. : POWER POLE
- : WOODEN FENCE
- (- ) : PLAT RECORDS

BLOCK  
LOT 218



STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE, CORRECT AND AN ACCURATE REPRESENTATION OF THE PROPERTY ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND EXCEPT AS SHOWN ABOVE THERE ARE NO VISIBLE DISCREPANCIES, CONFLICTS, PROTRUSIONS OR INTRUSIONS, OVERLAPPING OF IMPROVEMENTS, EASEMENTS, OR RIGHT-OF-WAY.

THIS 19-TH DAY OF MARCH, 20 A.D.

*S. B. Shrestha*

STREET ADDRESS: 385 WILL ROGERS DRIVE  
 LOT: 219 BLOCK: 8 N.C.B.: -  
 SUBDIVISION: COMAL HILLS SUBDIVISION, UNIT 1  
 PLAT RECORDS, VOLUME: 2 PAGE(S): 53  
 CITY: SPRING BRANCH, COMAL COUNTY, TEXAS  
 SURVEYED FOR: MCKNIGHT TITLE  
 G.F. NO.: SA-1571-KW  
 BUYER(S): NO PREOCUPACIONES LLC

**NOTE:**

ALL BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM, NAD83, SOUTH CENTRAL ZONE, TAKEN BY GPS RTK OBSERVATIONS.



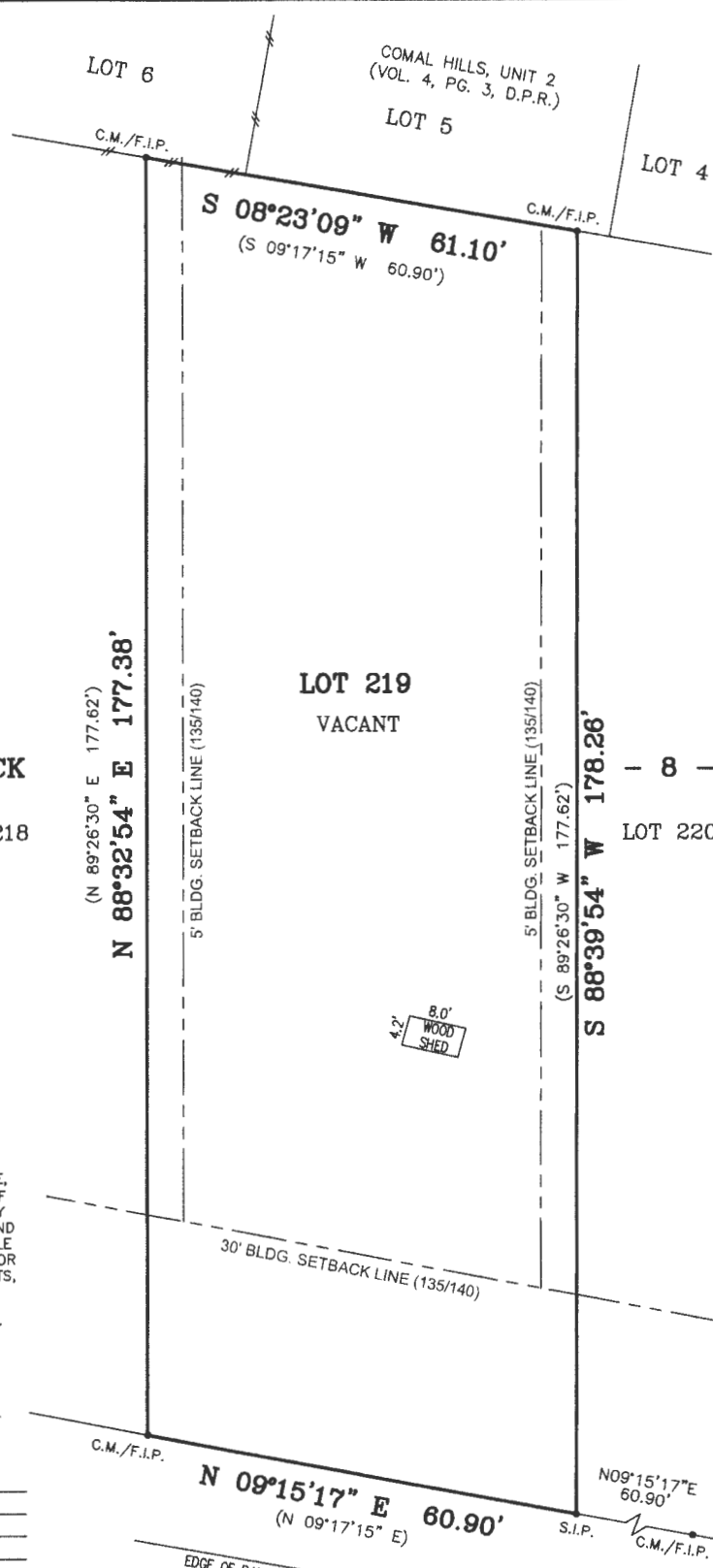
**TEXAS ENGINEERING & SURVEYING, INC.**

CONSULTING ENGINEERS & LAND SURVEYORS

www.TexasEngineeringSurveying.com

FIRM REG: TBPE F-14631, TBPLS 10193833

114 W. GLENVIEW DRIVE, SUITE 100 TEL (210) 524-3288  
 SAN ANTONIO, TEXAS 78228 FAX (210) 979-9866



**WILL ROGERS DR**  
60' R.O.W.

THIS PROPERTY IS SUBJECT TO RESTRICTIVE COVENANTS RECORDED IN:

VOL. 135 PG. 140 VOL. 210 PG. 38 VOL. 303 PG. 338  
 VOL. 426 PG. 281 VOL. - PG. - VOL. - PG. -  
 DOC. 200306012912 DOC. 200306021247 DOC. -

