

# Comal County Environmental Health

## OSSF Inspection Sheet

Installer Name: \_\_\_\_\_

OSSF Installer #: \_\_\_\_\_

1st Inspection Date: \_\_\_\_\_

2nd Inspection Date: \_\_\_\_\_

3rd Inspection Date: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Inspector Name: \_\_\_\_\_

Permit#:

Address:

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

Inspector Notes:

**Comal County Environmental Health  
OSSF Inspection Sheet**

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



**Comal County Environmental Health  
OSSF Inspection Sheet**

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

**Comal County Environmental Health  
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

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## ENGINEER'S OFFICE

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

Permit Number: 118004  
Issued This Date: 11/19/2024  
This permit is hereby given to: Stellar Built, LLC.

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

952 RIMROCK CV  
SPRING BRANCH, TX 78070

Subdivision: CYPRESS COVE  
Unit: 4  
Lot: 45  
Block: na  
Acreage: 0.0000

#### APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Drip Irrigation

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

Call (830) 608-2090 to schedule inspections.

**RECEIVED**

By Kathy Griffin at 11:42 am, Oct 15, 2024



## COMAL COUNTY

ENGINEER'S OFFICE

## OSSF DEVELOPMENT APPLICATION CHECKLIST

*Staff will complete shaded items*

--	--

*Date Received*

*Initials*

118004
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*Permit Number*

### Instructions:

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

### OSSF Permit

- ☐ Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- ☐ Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- ☐ Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- ☐ Required Permit Fee - See Attached Fee Schedule
- ☐ Copy of Recorded Deed
- ☐ Surface Application/Aerobic Treatment System
  - ☐ Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
  - ☐ Signed Maintenance Contract with Effective Date as Issuance of License to Operate

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

Signature of Applicant

10/10/24

Date

\_\_\_ COMPLETE APPLICATION

Check No. \_\_\_\_\_ Receipt No. \_\_\_\_\_

INCOMPLETE APPLICATION

\_\_\_ (Missing Items Circled, Application Refused)



## ON-SITE SEWAGE FACILITY APPLICATION

Date \_\_\_\_\_

Permit Number 118004

### 1. APPLICANT / AGENT INFORMATION

Owner Name \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_

Agent Name \_\_\_\_\_  
Agent Address \_\_\_\_\_  
City, State, Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_

### 2. LOCATION

Subdivision Name \_\_\_\_\_ Unit \_\_\_\_\_ Lot \_\_\_\_\_ Block \_\_\_\_\_

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

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### 3. TYPE OF DEVELOPMENT

☐ Single Family Residential

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

Number of Bedrooms \_\_\_\_\_

Indicate Sq Ft of Living Area \_\_\_\_\_

☐ 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: \$ \_\_\_\_\_ (Structure Only)

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

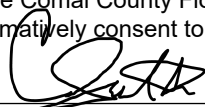
☐ Yes ☐ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

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 of Owner

10/10/24  
Date



Planning Materials & Site Evaluation as Required Completed By \_\_\_\_\_

System Description \_\_\_\_\_

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

Tank Size(s) (Gallons) \_\_\_\_\_ Absorption/Application Area (Sq Ft) \_\_\_\_\_

Gallons Per Day (As Per TCEQ Table III) \_\_\_\_\_

(Sites generating more than 5000 gallons per day are required to obtain a permit through TCEQ.)

Is the property located over the Edwards Recharge Zone? ☐ Yes ☐ No

(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? ☐ Yes ☐ No

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

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

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? ☐ Yes ☐ No

(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

Is the property located over the Edwards Contributing Zone? ☐ Yes ☐ No

Is there an existing TCEQ approval CZP for the property? ☐ Yes ☐ No

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

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? ☐ Yes ☐ No

(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

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

If yes, indicate the city: \_\_\_\_\_

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.

- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

  
Signature of Designer

10/10/24  
Date



1/08



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COUNTY OF COMAL  
STATE OF TEXAS

AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

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

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code § 285.91 (12) will be installed on the property described as (insert legal description): Cypress Cove Section 4, Lot 45

The property is owned by (Insert owner's full name): Stellar Built, LLC.

This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

Upon sale or transfer of the above described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for OSSF may be obtained from Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 24 DAY OF September 2024

[Signature]

Chris Sether (owner)

Owner(s) signature(s)

(PRINTED NAME)

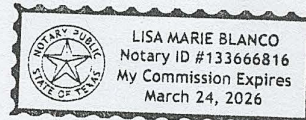
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 24 DAY OF September 2024

Notary Public, State of Texas

Notary's Printed Name:

My Commission Expires:

Lisa M. Blanco  
3/24/26



Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
10/10/2024 02:40:48 PM  
LAURA 1 Page(s)  
202406030950



Bobbie Koepp



## WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

ROCKY CREEK RANCH, PHASE 16, LOT 546

**Permit/License Number** \_\_\_\_\_  
**Customer** Chris Suther \_\_\_\_\_  
**Site Address** 952 Rimrock Cove \_\_\_\_\_  
**City** Spring Branch **Zip** tx 78070 \_\_\_\_\_  
**Mailing Address** 244 Buckeye Trail \_\_\_\_\_  
**County** Comal **Map #** \_\_\_\_\_  
**Phone** 210.823.3477 \_\_\_\_\_  
**Email** homesbystellar@gmail.com

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

### **II. Effective Date:**

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

### **III. Termination of Agreement:**

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

### **IV. Services:**

#### **Contractor will:**

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

### **V. Disinfection:**

C.S.

RC



Customer's Initials

Contractor's Initials

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

**VI. Electronic Monitoring:**

Electronic Monitoring is not included in this Agreement.

**VII. Performance of Agreement:**

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

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

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

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

**VIII. Customer's Responsibilities:**

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

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

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

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

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

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

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

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

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

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

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

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

**IX. Access by Contractor:**

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

**X. Limit of Liability:**

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

**XI. Indemnification:**

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

C.S.

Customer's Initials



RC

Contractor's Initials

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

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

**XII. Severability:**

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

**XIII. Fee for Services:**

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

**XIV. Payment:**

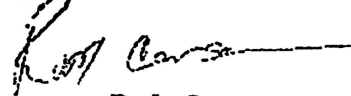
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

**XV. Application or Transfer of payment:**

The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section IV.

**XVI. Entire Agreement:**

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

  
Rudy Carson

Block Creek Aerobic Services, LLC,  
Contractor  
MP# 0002036



Customer Signature

10/10/24

Date

C.S.

Customer's Initials



RC

Contractor's Initials

**RECEIVED**

By Brandon Olvera at 8:37 am, Nov 19, 2024

## **OSSF SOIL EVALUATION REPORT**

**Date:** 11/15/2024

**Applicant Information:**

**Name:** Stellar Built, LLC.

**Address:** 952 Rimrock Cove

**City, State, & Zip Code:** Spring Branch TX, 78070

**Phone:** 210.510.8996

**Email:**

**Site Evaluator Information:**

**Name:** Frank Oranday

**Company:**

**Address:** PO box 754

**City, State, & Zip:** Spring Branch TX

**Phone:** 210.510.8996

**Email:** frankoranday@gmail.com

**Installer Information:**

**Name:** Frank Oranday

**Company:**

**Address**

**City, State, & Zip:**

**Email:**

**Phone:**

**Additional Info:** Comal County

<b>Depth Class</b>	<b>Texture</b>	<b>Soil Texture</b> <i>Class III- blocky,</i>	<b>Structure (for</b> <i>platy or massive)</i>	<b>Drainage</b> <b>Horizon</b>	<b>Restrictive</b>	<b>Observation</b>
Soil Boring #1 0"	N/A	0"+ limestone	Blocky	<30% gravel		bedrock
Soil Boring #2 0"	N/A	<b>Same as above</b>				

### **FEATURES OF SITE AREA**

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

**Site Evaluator:**

**NAME:** Frank Oranday

**Signature:**



**License No.:** OS-0035274 **Exp:** 3/31/2026

**TDH:**

Comments

Add Comment

Sort ▲

▼ JCONNOR

11/1/2024 1:44 PM

Large amount of surface slab rock.

Close

CCEO  
COPY





CCEO  
COPY





CCEO  
COPY



CCEO  
COPY







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COPY





CCEO  
COPY



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COPY





**RECEIVED**

*By Brandon Olvera at 8:38 am, Nov 19, 2024*

**AEROBIC TREATMENT DRIP TUBING SYSTEM**

DESIGNED FOR: Stellar Built, LLC.

SITE ADDRESS: 952 Rimrock Cove

**LANDSCAPING:**

The site of installation will include a 3 BR. Home (1,394 Sq.ft) to be treated by a proposed aerobic treatment plant utilizing drip irrigation tubing as the most suitable system for the underlying soil.

**PROPOSED SYSTEM:**

A 3" or 4" SCH 40 PVC pipe discharges from the residence into a 600 gal/day aerobic treatment plant containing a 353 gallon pretreatment tank and a 768 gallon pump chamber. The pump is activated by a time controller allowing the distribution 10 times per day with an 8 minute run time with the float set to pump 240 gallons per day. A high level audible and visual alarm will activate should the pump fail. Distribution from the pump is through a self-flushing 100 Mesh Spin filter and subsequently through a 1" SCH 40 manifold allowing effluent distribution to 924 l.f. of drip tubing lines spaced 2ft. apart with .61" emitters set every two feet. A pressure gauge will be installed on the pump tank side for the flush line manifold and shall maintain a pressure of at least 25 PSI and a maximum of 45 PSI. A 1" SCH 40 return line will flush each cycle back to the pump tank. Vacuum breakers will be installed at the highest point of the drip field for the supply and flush manifold to prevent siphoning. Drip field will be scarified and built up 12" before laying drip lines then covered with a minimum 6" of Class II or III soil. Seeding or sod will be added upon completion.



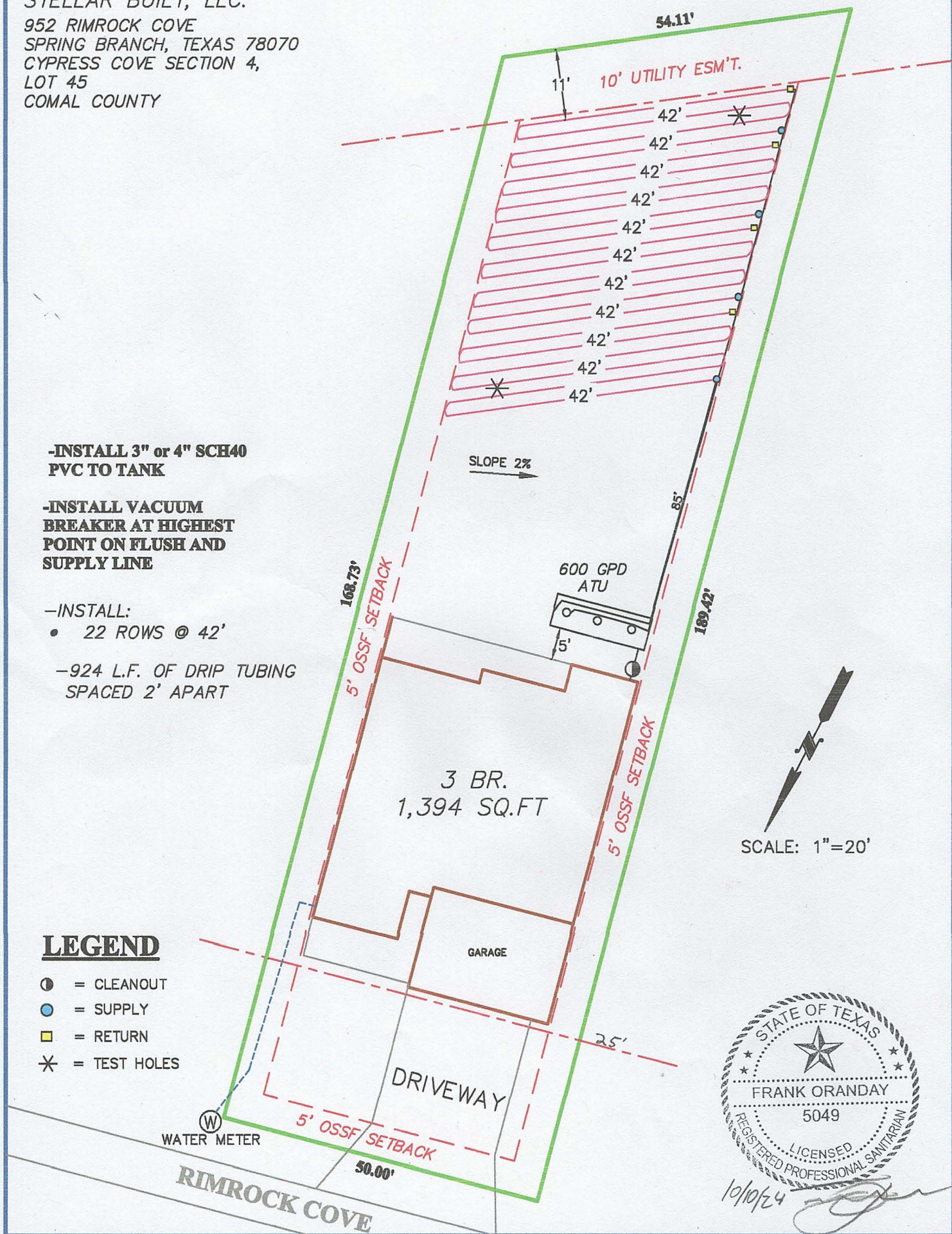
11/13/24

952 RIMROCK COVE  
SPRING BRANCH, TEXAS 78070  
CYPRESS COVE SECTION 4,  
LOT 45  
COMAL COUNTY

-924 L.F. OF DRIP TUBING  
SPACED 2' APART

## LEGEND

- = CLEANOUT
- = SUPPLY
- = RETURN
- ✱ = TEST HOLES





# DESIGN SPECIFICATIONS

952 Rimrock Cove

Spring Branch Tx 78070

Application Rate (Ra): .2

OSSF is designed for: 3 BR. home (1,394 Sq. Ft.)

Wastewater Usage: 240 gal./day

An aerobic treatment system/ with drip tubing irrigation is to be utilized based on the site evaluation

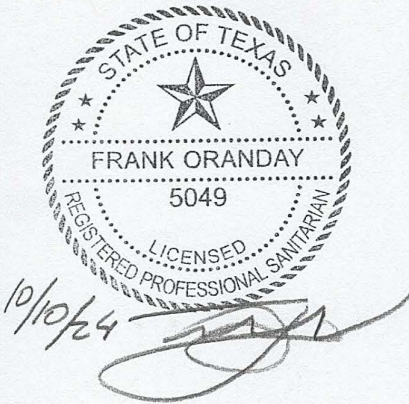
1,200 sq. ft. absorptive area required
--

600-gpd aerobic tank required
-------------------------------

Calculations: Absorption Area:  $Q/Ra = 240 \text{ gpd} / .2 = 1,200 \text{ sq. ft required} / 2 \text{ sq.ft/l.f} = 600 \text{ l.f required of tubing}$

Frank Oranday, R.S.

Signature:



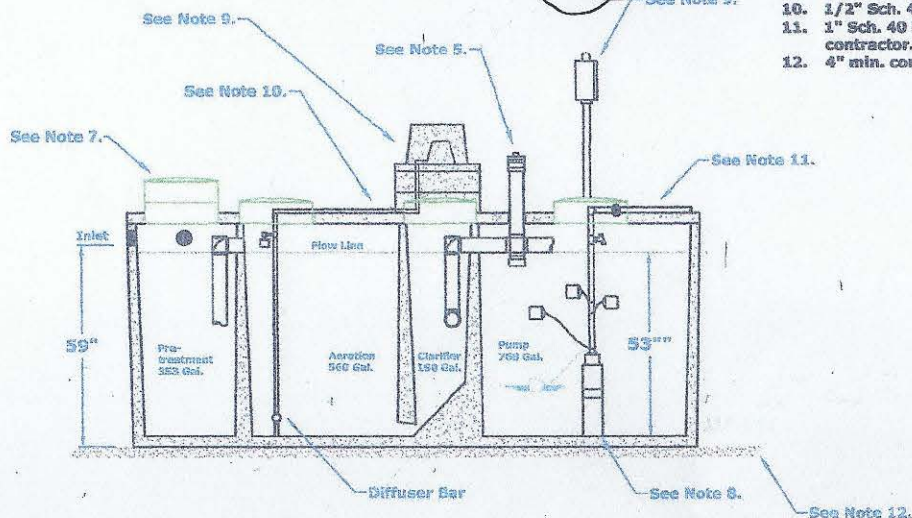


## Assembly Details

### OSSF

Pump float settings for 240 GPD design flow and min. 80 gal reserve:  
 Pump OFF Position: 12 inches above tank bottom (166 gal)  
 Pump ON position: 29 inches above tank bottom (409.90 gal)  
 Alarm ON position: 36 inches above tank bottom (512.22 gal)

### PUMP DETAILS



### GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 14,900 lbs.
4. Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor

### DIMENSIONS:

Outside Height: 67"  
 Outside Width: 63"  
 Outside Length: 164"

### MINIMUM EXCAVATION DIMENSIONS:

Width: 76"  
 Length: 176"

## NuWater B-550 (600 GPD) Aerobic Treatment Plant (Assembled)

Model: B-550-PC-400PT

March, 2012 - Rev 1  
 By: A.S.

Scale:  
 \* All dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

**Advantage**  
 Wastewater Solutions Inc.

Advantage Wastewater Solutions Inc.  
 444 A Old Hwy No 9  
 Comfort, TX 75013  
 830-895-3189  
 fax 830-895-4051

**RECEIVED**

*By Brandon Olvera at 8:37 am, Nov 19, 2024*

AEROBIC TREATMENT- DRIP TUBING SYSTEM  
SITE ADDRESS: 952 Rimrock Cove

**LANDSCAPING/ VEGETATION PLAN:**

The site of installation consists of a suitable topography for the proposed system, and furthermore is comprised of cedar trees and low-level grass plants with slab rock present in some areas. The entire drip field shall be built up with a minimum of 12" of Class II or class III soil.

**VEGETATION ESTABLISHMENT:**

The distribution area will be established by spreading native grass seed over the covered drip field, otherwise sodded. Immediately after seed dispersal or sodding, it is the responsibility of contractor or Homeowner to water the area to promote rapid growth and stabilization.

Frank Oranday R.S.

  
11/13/24

---





**OSSF SOIL EVALUATION REPORT**

**Date:** 10/10/2024

**Applicant Information:**

**Name:** Stellar Built, LLC.

**Address:** 952 Rimrock Cove

**City, State, & Zip Code:** Spring Branch TX, 78070

**Site Evaluator Information:**

**Name:** Frank Oranday

**Company:**

**Address:** PO box 754

**City, State, & Zip:** Spring Branch TX, 78070

**Phone:** 210.823.3477

**Email:** hillcountrysentics@gmail.com

**Phone:** 210.510.8996

**Email:** frankoranday@gmail.com

**Additional Info:** Comal County

**Subdivision:** CYPRESS COVE 4

**Installer Information:**

**Name:**

**Company:**

**Address:**

**City, State, & Zip:**

**Email:**

**Phone:**

**VOID**

Depth Class	Soil	Structure	Moisture	Observation
Soil Boring #1	III	0-4" Clay loam	Blocky	<30% gravel
4"		4"+ Limestone		Limestone
Soil Boring #2	III	Same as above		
4"				

**FEATURES OF SITE AREA**

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

**Site Evaluator:**

**NAME:** Frank Oranday

**Signature:**

**License No.:** OS-0035274    **Exp:** 3/31/2026

**TDH:**

AEROBIC TREATMENT DRIP TUBING SYSTEM  
DESIGNED FOR: Stellar Built, LLC.  
SITE ADDRESS: 952 Rimrock Cove

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10/10/24

**AEROBIC TREATMENT- DRIP TUBING SYSTEM**

SITE ADDRESS: 952 Rimrock Cove

**LANDSCAPING/ VEGETATION PLAN:**

The site of installation consists of the topography for the system, and furthermore, comprise of cedar and maple level grass plants.

**VEGETATION ESTABLISHMENT:**

The drip tubing area will be established by pressing native grass seed into the covered drip field, other seeds added. Immediately after the drip tubing is installed, it is the responsibility of contractor or owner to water the area to promote rapid germination.

Frank Oranday R.S.



10/10/24

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## Olvera,Brandon

---

**From:** Olvera,Brandon  
**Sent:** Wednesday, November 6, 2024 10:40 AM  
**To:** hillcountryseptics@gmail.com  
**Cc:** homesbystellar@gmail.com  
**Subject:** 118004  
**Attachments:** 118004.pdf

Frank,



Attached comments and pictures from our site visit. Please address what is going to happen with the rocks in the drip field.

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) |

**Warranty Deed**

Independence Title/GF# 2319475 SBSA/KDY

**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.**

Date: June 5, 2023

Grantor: David Anthony Camacho and Lisa Dawn Camacho, Trustees of the Camacho Living Trust dated May 12, 2022, and any amendments thereto

Grantor's Mailing Address: 619 Carriage House, Spring Branch, TX 78070

Grantee: Stellar Built, LLC

Grantee's Mailing Address: 244 Buckeye Trail, Spring Branch, TX 78070

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

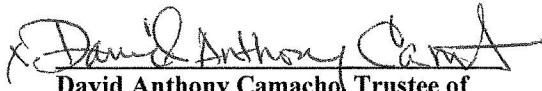
Property (including any improvements): Lot 45, CYPRESS COVE, SECTION 4, situated in Comal County, Texas, according to the map or plat thereof, recorded in Volume 1, Pages 69-70, Map and Plat Records, Comal County, Texas.

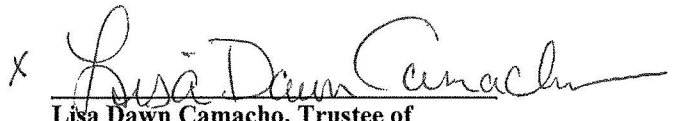
Reservations from and Exceptions to Conveyance and Warranty: This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

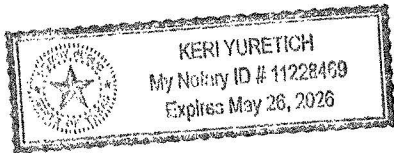
  
David Anthony Camacho, Trustee of  
the Camacho Living Trust  
dated May 12, 2022


x   
Lisa Dawn Camacho, Trustee of  
the Camacho Living Trust  
dated May 12, 2022

STATE OF TEXAS

COUNTY OF Comal

This instrument was acknowledged before me on this 5<sup>th</sup> day of June 2023, by David Anthony Camacho and Lisa Dawn Camacho, Trustees of the Camacho Living Trust dated September 22, 2011.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
Stellar Built, LLC

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
06/05/2023 01:43:22 PM  
MARY 2 Pages(s)  
202306017372



