

## Olvera,Brandon

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**From:** Olvera,Brandon  
**Sent:** Tuesday, December 10, 2024 8:55 AM  
**To:** Nathan Bath; service@sanaerobic.com  
**Subject:** RE: Service contract

Property Owner/Agent,

It appears that the provided maintenance contract is not signed by the maintenance provider.

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) |

**RECEIVED**  
By Brandon Olvera at 8:30 am, Dec 10, 2024



**2024 SERVICE CONTRACT v.4.0**

SAFE Customer ID: \_\_\_\_\_

For Office Use:

Permit No. \_\_\_\_\_

Brand / MFG / Model: \_\_\_\_\_

System Serial No. \_\_\_\_\_

Gate Code: \_\_\_\_\_

This Agreement for Service (this "Agreement") is hereby made on this 2 day of December, 2024, by and between San Aerobic ("Service Provider")

**SAN AEROBIC**  
29540 SLUMBERWOOD  
FAIR OAKS RANCH, TX 78015  
(210) 260-6587  
SERVICE@SANAEROBIC.COM  
TCEQ #MP0002483 MAINTENANCE PROVIDER  
TCEQ #MP0001901 MAINTENANCE PROVIDER  
TCEQ #OS0034808 INSTALLER I  
TCEQ #MT0001764 AEROBIC TECH  
TCEQ #MT0002370 AEROBIC TECH

and Michael and Madeleine Eichler ("Owner"),

Owner/Owner's Rep Name Company (If Commercial Contract)

327 Upland Ct

Property Address

Canyon Lake, TX 78133

City, State & Zip

830-446-6564

Phone

Alt. Phone/Fax

Comal

County / Permitting Agency

madeleinegbear@gmail.com

Email

Mountain Springs Ranch

Subdivision

collectively referred to herein as the "Parties" and individually as the, or a "Party". This Agreement shall not be entered into, nor commence until the day of LTO (License to Operate) issuance, if said system is new and awaiting license/permit; or for an existing, licensed system, this Agreement shall commence on the date chosen by Owner and designated in *paragraph 1B* on the second page of this Agreement.

WHEREAS, Owner desires to obtain the services of Service Provider; and

WHEREAS, Service Provider agrees to provide to Owner the services he/she so desires (the "Services");

NOW, THEREFORE, the Parties agree that Owner shall obtain and Service Provider shall provide the subject Services pursuant to the following terms and conditions:

**TERMS AND CONDITIONS**

**1. SERVICES**

A. Owner and Service Provider hereby acknowledge and agree that Service Provider shall provide to Owner the following Services, in accordance with the terms and conditions of this Agreement as follows:

i. As maintenance provider for Owner's aerobic system, San Aerobic must provide and perform a complete system inspection, as required by County and Texas State Law, every four (4) months. Inspections include the following:

- a.) Visual inspection by TCEQ licensed Maintenance Provider or Maintenance Tech.
- b.) Sludge measurements of all accessible chambers (sludge measurements will be noted on every report).
- c.) Determination if pumping is needed.
- d.) Adjustments of electrical and mechanical equipment.
- e.) Testing of sprinkler system, aerator, discharge pump and alarms.
- f.) Filter and diffuser cleaning (if needed).
- g.) Chlorine residual testing.
- h.) The cleaning of the Basket Filter once a year (for Norweco Systems ONLY). If Homeowner desires basket filter to be cleaned more often, cost will be \$200 for each additional cleaning.

- i.) Attending to any misc. problems or issues which will need to be noted on inspection report and brought to Owner's attention.
- ii. San Aerobic is responsible for concluding every inspection with a written report of all findings, measurements and relevant observations, to be faxed to the appropriate county in a timely manner. A copy of the same report will be left with the Owner.
- iii. Owner's address and/or Billing address:  Same as Property Address Above  
 Alternate Address: \_\_\_\_\_  


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City
State
Zip code

B. Owner (or Owner's Representative) and Service Provider hereby acknowledge and agree that this Service Contract shall commence on the 3 day of December, \_\_\_\_\_, {which shall be the day of LTO (License to Operate) issuance, if system is new and previously unlicensed}, and cease in completion on the 3 day of December, 2026 (the "Completion Date").

- i. This Service Contract shall cover a term of: **ONE**  **YEAR**      **TWO**  **YEARS**      **FOUR**  **YEARS**

C. An inspection of Owner's system will initiate upon the signing of this Agreement; thereafter inspections will occur every four (4) months (or every 2 months, if commercial system) from commencement date until either the expiration of this Agreement or renewal thereof.

- i. Prior to an inspection, Service Provider will contact Owner by means of phone or email, in order to schedule the inspection. If Owner does not require advance notice, the Service Provider or Maintenance Tech can automatically arrive on or around due date and commence the inspection, without bother to Owner, as Owner is not required to be on premises, nor needed for any reason to complete the inspection. **Please let your service technician know if you do not require prior notification of inspections.**

D. If this Service Contract covers a residential property, it includes an initial inspection upon signing this Agreement; and three (3) required inspections per year, every four months. If the designated property is commercial, then this Service Contract includes six (6) inspections per year, unless otherwise noted; there are exceptions, or properties which are classified as "Special" and, by law, require a different number of inspections. Often times, a very small business, would of course be "Commercial" Property, but only require the standard three (3) yearly inspections, typically required for a residential property. Any "Special Contracts" will be designated as such within this Service Contract, its terms defined and described in notations and/or in an addendum to this Service Contract.

E. This Service Contract DOES NOT INCLUDE:

- i. The cost of components needed to repair system, if and when repairs are needed.
- ii. The cost of labor and time required to repair system, if and when repairs are necessary.
- iii. The costs of chlorine tablets or bleach service, as **THIS IS A MONTHLY RESPONSIBILITY OF THE OWNER, TO OBTAIN CHLORINE TABS/BLEACH AND ADD TO SYSTEM.** If requested, Service Provider can demonstrate to Owner, the correct procedure on maintaining system's chlorine/bleach supply.
- iv. The cost of pumping system, when pumping is required and/or advised.
- v. Any service/repairs required due to misuse or negligence.
- vi. The cost of any laboratory testing.
- vii. Service calls.

**2. PRICING AND PAYMENT OF SERVICES**

A. The cost for most single-system residences is \$350.00 for One (1) year; \$600.00 for Two (2) years; or \$1000 for Four (4) years. More complex systems such as Norweco systems cost \$400.00 for One (1) year; \$700.00 for Two (2) years; or \$1,200 for Four (4) years. For residences with more than one septic system, these amounts would be multiplied by the number of systems existing on the property. Some residences shall be considered "Special Residences", and therefore will be quoted a price by Service Provider. The cost for businesses, schools, churches, or any other commercial property is dependent upon the number of inspections required per year, as some are



monthly, others being bi-monthly, every four (4) months, or every two (2) months—totaling six (6) inspections per year. Service Provider will quote a price for each commercial system. New systems installed by Rob Wise Construction qualify for half price: One (1) year for \$125.00 or Two (2) years for \$200.00. Drip systems are priced the same as Norweco systems. Properties located outside provider's service area will be charged an additional \$100.

- i. The agreed cost of this Service Contract is \$ \_\_\_\_\_ .00; Payment in full is required upon both Parties signing this Agreement.

Drip System? YES NO Norweco System? YES NO In Service Area? YES NO

- B. System components, including but not limited to, pumps, compressors, aerators, sprinkler heads, tree floats, etc., are not covered under this Agreement. If a component fails & needs repair or replacement, the Owner will be responsible for the cost of said component & its installation. Owner will be quoted and must approve repair costs before Service commences. On large jobs, a price will be quoted and agreed upon between parties prior to commencement.

Do you have dogs? YES NO If so, do they have a history of aggression or biting humans? YES NO N/A

If we can not access property during an attempted routine inspection visit due to aggressive dogs, Owner shall be charged \$75 to reschedule the appointment. If provider cannot access the Owner's property for any reason during an attempted pre-scheduled inspection visit, Owner shall be charged \$75 to reschedule the appointment.

- C. Owner and Service Provider hereby acknowledge and agree that Owner shall pay any and all invoices received from Service Provider by way of check, certified check, money order, credit card, cash, PayPal, or by such other means as Owner and Service Provider may agree in writing.

**\*\*\*One (1) FREE Service Call a year (see below for details)**

**3. SERVICE CALLS & NECESSARY REPAIRS**

If Owner has some sort of emergency situation which requires immediate assistance, Service Provider will respond within twelve (12) hours at the most; and usually will be able to get out to the system within 1-4 hours. If system is in alarm, in most cases we will be able to respond the same day or the following day; however, if that's not possible, we will respond within 4 days. If Owner's system needs adjustments (i.e. timer or sprinkler adjustment), but there is no immediate urgency, Service Provider will schedule the adjustment within the next two weeks, on a day there are other jobs in the same area/neighborhood. Homeowner shall receive one free service call per year, in addition to routine maintenance visits. Non-emergency adjustments with no mechanical urgency will be charged service call fees; if Owner desires them completed on days other than routine, scheduled maintenance visits. Regular service call fee is \$125; after hours & Saturday service calls are \$195; Sunday service calls are \$250; service calls for the following holidays are \$350: New Year's Day/Eve, Labor Day Weekend, Memorial Day Weekend, 4th of July, MLK Day. Service call fee for Easter Weekend, Thanksgiving and Christmas Eve/Day is \$425.

Sometimes during a routine inspection or service call, safety issues arise. An example would be a cracked or broken lid that needs to be repaired or replaced right away. In this case, and in this case only, it would be necessary for the Service Provider to go ahead and make the necessary repairs, with or without prior notification to the Owner. This is the only time a Service would be rendered without the knowledge or consent of the Owner. In this type of situation, the Service Provider will leave an invoice at Owner's residence, detailing the charges and repairs made and/or parts replaced.

**4. LIMITATION OF LIABILITY**

- A. Subject to Owner's obligation to pay the Service Fee to Service Provider, either of the Parties liability in contract, tort, or otherwise (including negligence) arising directly out of or in connection with this Agreement or the performance or observance of either Party's obligations under this Agreement and every applicable part hereof shall be limited to the aggregate amount of the Service Fee of this Agreement.
- B. To the extent permitted by applicable law and subject to Owner's obligation to pay the Service Fee to Service Provider, in no event shall either Party be liable for any loss of profits, goodwill, loss of business, loss of data, or any other indirect or consequential loss or damage whatsoever.
- C. Nothing contained in Paragraph 5.B shall serve to limit or exclude either party's liability for death or personal injury arising from each Party's own negligence.

**5. REPRESENTATIONS AND WARRANTIES**

- A. Service Provider hereby represents and warrants to Owner that it shall perform any and all Services for Owner with reasonable care and skill and that the Services provided to Owner as contemplated in this Agreement shall not infringe or violate any intellectual property rights or other rights of any third parties.
- B. If Owner is, at any time, unsatisfied with any of the Services provided, the entire Fee of this Service Contract will be refunded, minus an appropriate fee for any inspections already performed. The cost of an inspection is the cost of the Service Contract Fee divided by the number of inspections it includes.



**6. TRANSFER OF OWNERSHIP**

In the case that Owner is selling his/her property during the Maintenance period designated per this Agreement, Owner is not entitled to a refund of the Service Contract Fee. Instead, the remainder of Service Contract transfers to new Owner upon payment of a \$45 transfer fee.

**7. MISCELLANEOUS**

- A. Owner and Service Provider hereby acknowledge and agree that this Agreement shall become effective on the date first above written and shall continue, in full force and effect, unless and until it is terminated by either of the Parties hereto.
- i. Either Party may terminate this Agreement upon written notice to the other Party if either Party to this Agreement is in breach of any of its obligations contained in this Agreement, and such breach is not remedied within fifteen (15) business days of written notice from the other Party.
- ii. Service Provider reserves the right to terminate this Agreement for any reason he deems appropriate or necessary; in which case the Service Contract Fee will be refunded in part or whole, depending on number of inspections already completed by Service Provider. The amount refunded shall be equal to the Service Contract Fee, minus the cost of individual inspection (if one or more have been completed), multiplied by the number of completed inspections. Cost per inspection is calculated by dividing Service Contract Fee divided by number of inspections required. In the case Service Provider chooses to terminate this Agreement, Owner shall be notified in writing.
- B. **MODIFICATION:** No modification of, or amendment to, this Agreement, nor any waiver of any rights under the Agreement, shall be effective unless in writing signed by the Party to be charged; and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.
- C. **RELATIONSHIP OF THE PARTIES:** Owner and Service Provider hereby acknowledge and agree that as to the Services performed by Service Provider under this Agreement, Service Provider's employees, agents, and/or subcontractors shall be independent contractors of Service Provider. Nothing contained in this Agreement shall be deemed to create a partnership, joint venture, or relationship or otherwise between the Parties.
- D. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between Owner and Service Provider in respect of the subject matter herein and supersedes all previous negotiations, understandings, and agreements, verbal or written, with respect to any matters referred to herein. No amendment, change, qualification, waiver, cancellation, or termination of this Agreement shall be effective or binding unless executed in writing by the Party to be bound thereby. The failure at any time of any Party to insist upon strict performance of any provision of this Agreement shall not limit the ability of that Party to insist at any future time whatsoever upon the performance of the same or any other provision (except insofar as that Party may have given a valid and effective waiver and release).
- E. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, and by facsimile, and by email, each of which shall be considered an original and all of which, taken together, shall constitute one and the same instrument.
- F. **INSURANCE & HOME WARRANTY COMPANIES:** The Service Provider will provide service to those whose property has been insured, and furthermore being repaired or replaced by an insurance company.

HOWEVER, Service Provider will not work directly with an Owner who involves, or is represented by, a Home Warranty Company as a third party that may be ultimately financially responsible for any services performed on Owner's property by Service Provider; and that insists on paying Service Provider directly, instead of reimbursing Owner, after Owner has paid Service Provider. If an Owner has a Home Warranty Contract on item(s) which needs repair or replacement and wishes to employ the services of Service Provider, the Service Provider will engage in such services, provided that the Owner agrees to pay Service Provider in full upon completion of said job (or by due date mutually agreed upon prior to the rendering of services), out of his/her own pocket. Service Provider will not work directly with the Home Warranty Company in any manner, nor wait to be paid by such company, rather than being paid upon completion of services by Owner. Service Provider will provide job estimates/quotes to Home Warranty Company; However, Owner is fully financially obligated to pay Service Provider, in full, in a timely manner, regardless of whether or he/she has been reimbursed by Home Warranty Company. Obtaining reimbursement or payment for said "covered" services, from Home Warranty Company, is entirely between said company and Owner of property, and has no bearing on the prompt and full payment by Owner to Service Provider.

Customer ID: \_\_\_\_\_

Owner MUST PAY Service Provider in full by due date; and Owner who is relying on, expecting and/or waiting for a Home Warranty Company to reimburse money paid to Service Provider, is doing so at his/her OWN RISK.

G. GATE CODES OR SPECIAL INSTRUCTIONS: \_\_\_\_\_  
\_\_\_\_\_

**IN WITNESS WHEREOF, Owner and Service Provider have hereby signed and executed this Agreement as of the day and year first above written; and Agreement will become "active" and officially commence as of the date designated on page 2, paragraph 1B.**

**OWNER**

Madeleine Gine Michael Eichler  
Owner/Owner's Rep Signature

Madeleine and Michael Eichler  
Owner's Name (Printed)

**SERVICE PROVIDER**

\_\_\_\_\_  
**LOLITA O'CONNOR**  
**SAN AEROBIC**  
**TCEQ Maintenance Provider**  
**TCEQ License No. MP0002483**

**RETURN THIS CONTRACT via EMAIL to: [SERVICE@SANAEROBIC.COM](mailto:SERVICE@SANAEROBIC.COM)**

**SAN AEROBIC**  
**[WWW.SANAEROBIC.COM](http://WWW.SANAEROBIC.COM)**  
**(210) 260-6587**

# 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

ENGINEER'S OFFICE

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

Permit Number: 118008  
Issued This Date: 10/31/2024  
This permit is hereby given to: Michael & Madeleine Eichler

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

327 UPLAND CT  
CANYON LAKE, TX 78133

Subdivision: Mountain Springs Ranch  
Unit: 3  
Lot: 569  
Block: 0  
Acreage: 1.0200

### APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

RECEIVED  
By Kathy Griffin at 2:43 pm, Jul 28, 2023

\*\*\* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \*\*\*  
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN  
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE 118008

Date 6-2-2023

Permit # TT6473

Owner Name Michael and Madeleine Eichler  
Mailing Address 126 Bird Song  
City, State, Zip Boerne, TX 78006  
Phone # 830-446-6564  
Email madeleinegbear@gmail.com

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

All correspondence should be sent to:  Owner  Agent  Both Method:  Mail  Email

Subdivision Name Mountain Springs Ranch Unit 3 Lot 569 Block \_\_\_\_\_  
Acreage/Legal 1.02  
Street Name/Address 327 Upland Ct City Canyon Lake Zip 78133

Type of Development:

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) single family primary home

Number of Bedrooms 4

Indicate Sq Ft of Living Area 2,400

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: \$ 295,000 (Structure Only)

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

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

Source of Water  Public  Private Well

Are Water Saving Devices Being Utilized Within the Residence?  Yes  No

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.

Michael Eichler  
Signature of Owner

6-2-23  
Date

Michael Eichler 10/11/24



## Olvera,Brandon

---

**From:** Madeleine Bear <madeleinebear@gmail.com>  
**Sent:** Thursday, October 31, 2024 11:53 AM  
**To:** Olvera,Brandon  
**Subject:** Re: 118008

**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

---

Hello!

I hope you're having a great day! Thank you for reaching out to us. My husband and I both did sign and date the document on 10/11/2024. My husband Michael Eichler signed electronically next to my signature at the bottom of the first application page. Thank you for your time and let us know if you need any further information.

Kindly,  
Madeleine Eichler

On Oct 31, 2024, at 11:41 AM, Olvera,Brandon <Olverb@co.comal.tx.us> wrote:

Property Owner/Agent

Please see the attached points that need to be addressed prior to the issuance of the Permit to Construct.

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) |

<118008.pdf>



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By Hoyt Seidensticker

System Description Aerobic with Spray Distribution

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

Tank Size(s) (Gallons) 600 GPD ATU Absorption/Application Area (Sq Ft) 7923.52

Gallons Per Day (As Per TCEQ Table III) 300

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

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

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

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

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

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 Hoyt Seidensticker



Date 7-2-23



AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL  
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

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

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):

Mountain Springs Ranch, Unit 3, Lot 519  
327 Upland Ct.  
Canyon Lake, TX 78133

The property is owned by (insert owner's full name): Michael & Madeline  
Günther

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

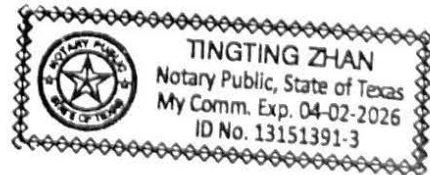
Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

WITNESS BY HAND(S) ON THIS 8<sup>th</sup> DAY OF July, 2023

Madeline Günther  
Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 8<sup>th</sup> DAY OF July, 2023

Tingting Zhan  
Notary Public, State of Texas



Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
07/12/2023 11:19:35 AM  
CHRISTY 1 Page(s)  
202306021995



Bobbie Koepf



# ON-SITE SEWAGE FACILITY Soil Evaluation Report Information

Date Soil Survey Performed: 6/28/2023

Site Location: 327 Upland Court

Name of Site Evaluator: Hoyt Seidensticker Registration Number: OS0008771

Proposed Excavation Depth: n/a County: Comal

**Requirements:**

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

Soil Boring Number <u>1</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	III	Clay loam rock	<30%	none	yes, rock	Brown
1 <u>12 in</u>						
2						
3						
4						
5						

Soil Boring Number <u>2</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	III	Clay loam rock	<30%	none	yes, rock	Brown
1 <u>12 in</u>						
2						
3						
4						
5						

### Features of Site Area

- Presence of 100 year flood zone Yes \_\_\_ No x
- Presence of adjacent ponds, streams, water improvements Yes \_\_\_ No x
- Existing or proposed water well in nearby area Yes \_\_\_ No x
- Organized sewage service available to lot or tract Yes \_\_\_ No x
- Recharge feature within 150 feet Yes \_\_\_ No x

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 Spray Distribution disposal system with Aerobic treatment

According to table XIII, the site is suitable for this proposed system. A copy of Table XIII has been given to the property owner to inform them of other alternatives based upon the result of this site evaluation

A. A. Aditt  
Signature of Site Evaluator

7-2-23  
Date

ON-SITE SEWAGE FACILITY  
Site Evaluation Report Information

Date: 6/27/2023

**Applicant Information:**

Name: Michael Eichler

Address: 126 Birdsong

City: Boerne State: Texas Zip: 78006

Phone: \_\_\_\_\_

**Property Location:**

Lot: 569 Block \_\_\_\_\_

Sub.: Mountain Springs Ranch, Unit 3

Street/Road Address: 327 Upland Court

City: Canyon Lake State: Texas Zip: 78133

Unincorporated Area? Y or N y

Additional information \_\_\_\_\_

**Site Evaluator Information:**

Name: Hoyt Seidensticker

License OS0008771 Expires 8/31/2023

Company: Land Stewardship Services, LLC

Address: 124 Bristow Way

City: Boerne State: Texas Zip: 78006

Phone: (210) 414-6603

Email hoyt@landstewardshipservices.com

**Installer information:**

Name: James Nathan Barth OS0027366

Company: \_\_\_\_\_

Address: P.O. Box 831

City: Lake Hills State: Texas Zip: 78063

Phone: (830) 460-1072 Fax: \_\_\_\_\_

**Schematic of Lot or Tract**

**Show:**

Compass North, adjacent streets, property lines, property lines, property dimensions, location of buildings, easements, water lines, and other surface improvements where known (drainage, patios, sidewalks).

Location of existing or proposed water wells within 150 feet of property.

Indicate slope or show contour lines from the structure to the farthest location of the proposed soil absorption or irrigation area.

Location of soil borings or dug pits (show location with respect to a known reference point).

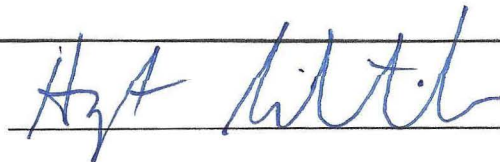
Location of natural, constructed, or proposed drainage ways, (streams, ponds, lakes, rivers, high tide of salt water bodies) water impoundments areas, cut or fill bank, sharp slopes and breaks.

**SITE DRAWING**

Lot Size: \_\_\_\_\_ acres

SEE ATTACHED

Signature of Site Evaluator



Site Evaluator License No: OS0008771



7/2/2023  
10:18 AM

Aerobic with Spray  
Distribution System

# ON-SITE SEWERAGE FACILITY DESIGN CRITERIA

Michael Eichler

## Property Information:

St. Address: 327 Upland Court

City: Canyon Lake State: Texas

Zip code: 78133

## Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): yes

Gallons/day (Q): 300

Greywater included (yes/no): yes

## Rate of Adsorption (Ra)

Application rate (g/sq. ft): 0.064

Minimum Adsorptive Area (sq. ft.): 4687.5

## Aerobic Unit

Required size of aerobic unit: 480 gpd

Pretreatment Tank (gallons): 400

Class 1 Aerobic Unit: AquaAire AA600W-4075

Pump tank total capacity (gal): 750

Chlorination: Installed in pump tank

Pump Switch operation: Float switch

Dosing cycle quantity (gals): varied

Cycling time: night

Pump size and capacity: High head multi-stage submersible

effluent pump 10 GPM

## House Information

Number of Bedrooms: 4

Sq. footage (Approx.): <3500

gallons per day: 300

Water Supply: CLWS

## Supply Line from House

Length of supply line (approx. ft): 10

Type of supply line: SCH 40 PVC

Size of Supply line (in): 3 or 4

## Supply Line For Spray Irrigation System

Length of supply line (approx. ft): 231

Type of supply line: Purple SCH 40

Size of supply line (in): 1

## Disposal Area per this System

$$\pi (28)^2 = \underline{2461.76}$$

$$\pi (28)^2 = \underline{2461.76}$$

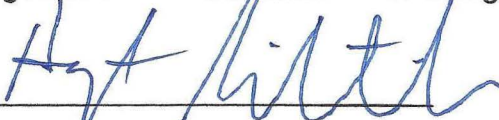
$$= \underline{\hspace{2cm}}$$

$$= \underline{\hspace{2cm}}$$

Total irrigated area (sq. ft.): 4923.52

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions.

All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

[hoyt@landstewardshipservices.com](mailto:hoyt@landstewardshipservices.com)

7-2-23

Date



Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

7/2/2023  
10:18 AM

Aerobic with Spray  
Distribution System

# ON-SITE SEWERAGE FACILITY DESIGN CRITERIA

Michael Eichler

## Head Pressure

Elevation Head: 4  
Pressure Head: 92  
Friction Head: 9.24  
Total head: 105.24

## Sprinkler Head Information

K-Rain sprinkler head PROPLUS,  
low angle nozzle  
No. 4 @40psi                      GPM: 3.9  
Number of sprinkler heads: 2  
Gallons per minute: 7.8

A class 1 aerobic wastewater treatment unit, chlorination and spray distribution system will be designed for this location. Wastewater from the residence will flow to a pretreatment/trash tank, then to the treatment unit. Treated effluent will be disinfected by a Chlorination Station 200-1500 Unit in the pump tank, before being disposed of through above ground sprinkler heads. All warning systems shall be installed with the aerobic unit

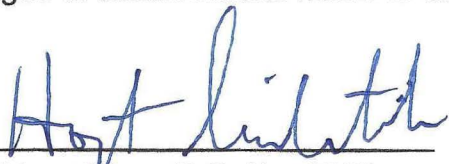
Land acceptable for surface application shall have a flat terrain (with less than or equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent.

Areas that rock is exposed must be covered with a suitable amount of material acceptable to the inspecting authority. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and Bermuda grasses or other grass species prior to system operation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the install aerobic system.

At every inspection a Total Chlorine Residual test must be conducted and must be a minimum acceptable test of .1 mg/l residual in Pump Tank.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

7-2-23

Date

[hoyt@landstewardshippervices.com](mailto:hoyt@landstewardshippervices.com)





# Site Map

**Aerobic with Spray Distribution system**

**Michael Eichler**

**lot 569, Unit 3**

**Mountain Springs Ranch**

**327 Upland Court**

**Canyon Lake, Texas 78133**

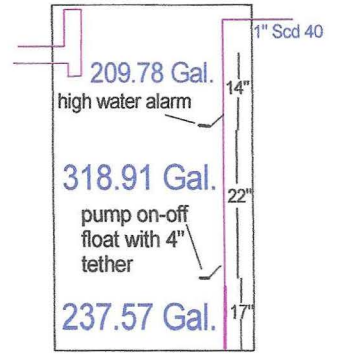
**Comal County**

# Permit 116473

**REVISED**

11:09 am, Aug 10, 2023

This design complies with all provisions of the existing Edwards Contributing Zone Plan and their is not a recharge feature within 150' of the proposed septic system.



Scale 1" = 50'

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

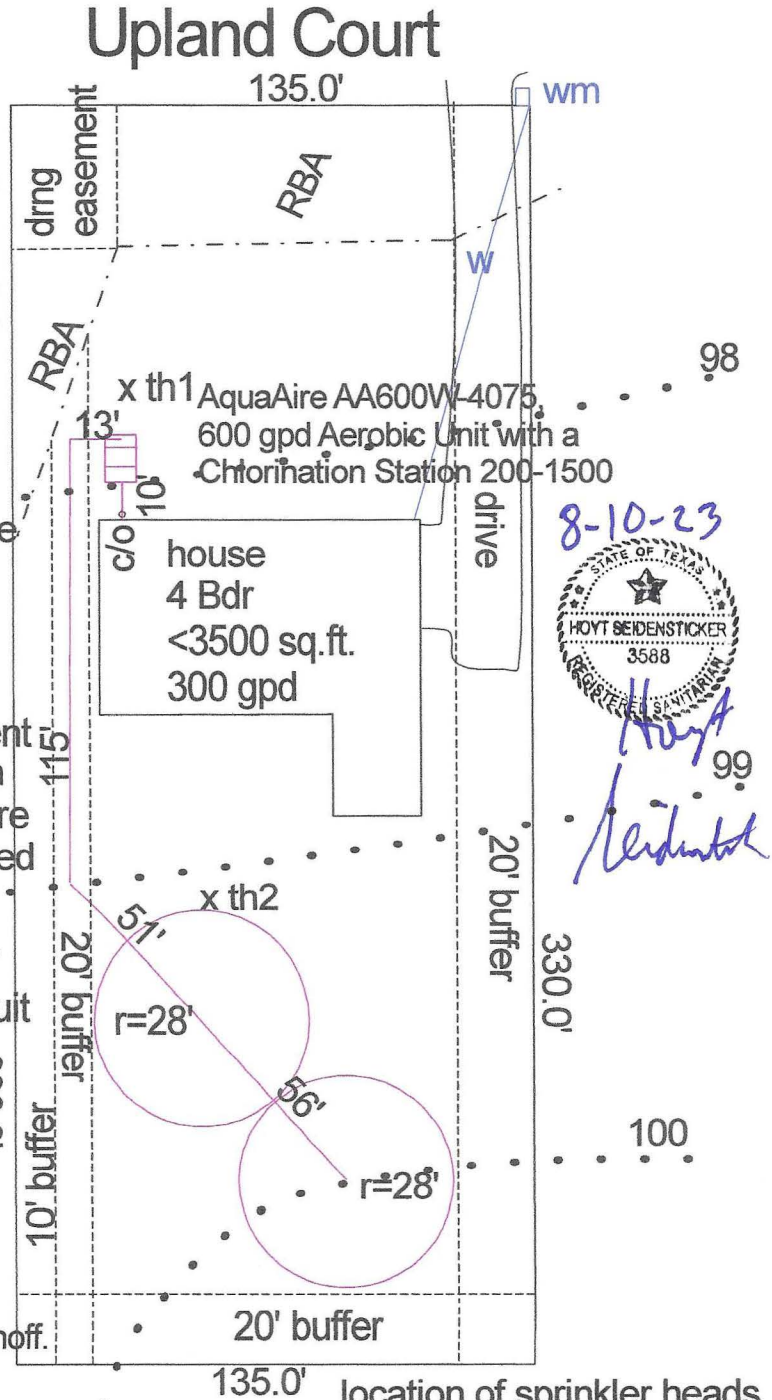
Surface application should be done between the hours of 12:00 midnight and 5:00 a.m.

There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent. Areas that rock is exposed must be covered with a suitable amount of material. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation.

All external electrical lines must be in gray conduit

Land acceptable for surface application shall have a flat terrain (less than to equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff.

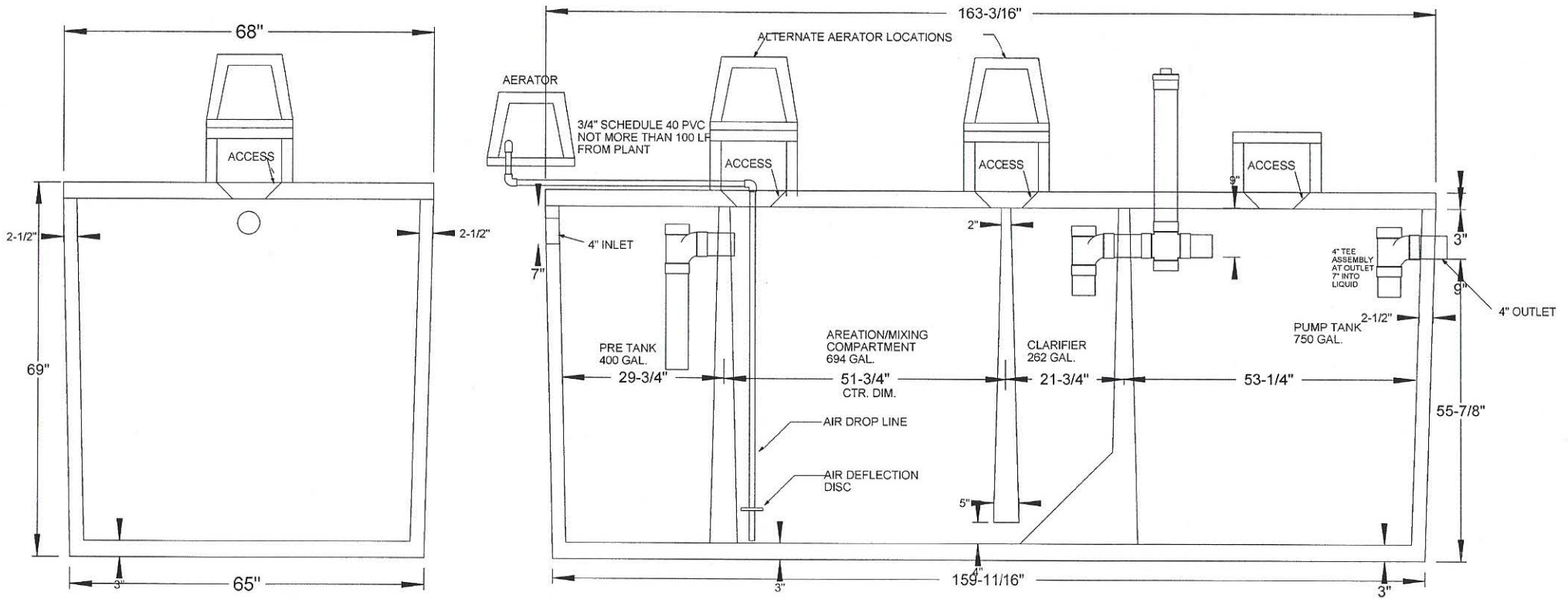
100 yr flood plain does not exist on this tract



location of sprinkler heads may be adjusted in field to avoid obstacles

8-10-23  
 STATE OF TEXAS  
 HOYT SEIDENSTICKER  
 3588  
 REGISTERED SANITARIAN  
 [Signature]





ALL DIMENSIONS IN INCHES

DESCRIPTION:  
MODEL AA600W-4075

Treatment Capacity: 600 GPD

BOD Loading: 1.50 #/DAY

DWG REF: D-TA-xxx

REV: 0

DATE: 10/10/06

SCALE: FULL

ENG: JKC

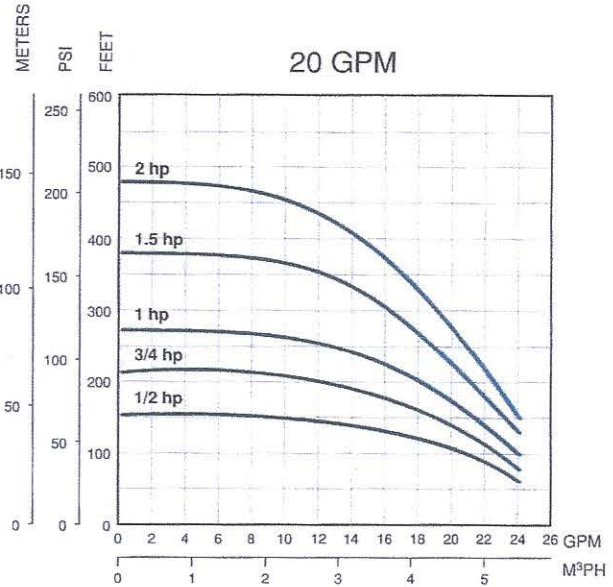
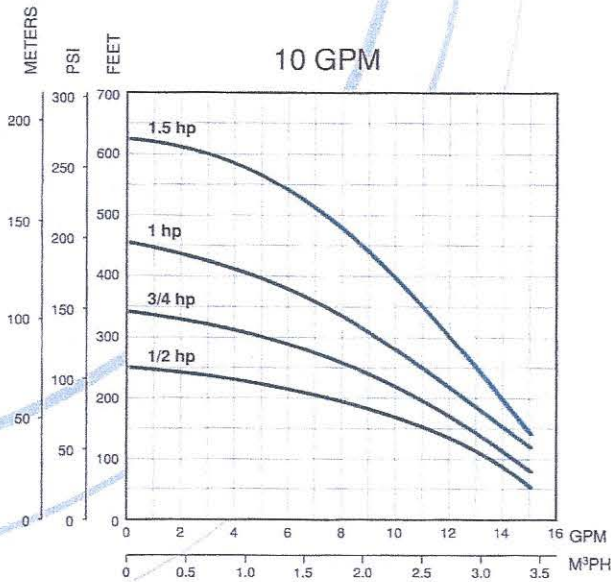
**ECOLOGICAL TANKS, INC**

2247 HWY 151 NORTH  
DOWNSVILLE, LA 71234  
318-644-0397 OFFICE  
318-644-7257 FAX

NO PART OF THIS DRAWING MAY BE REPRODUCED,  
STORED IN ANY RETRIEVAL SYSTEM, OR  
TRANSMITTED IN ANY FORM OR BY ANY MEANS,  
ELECTRONIC, MECHANICAL, PHOTOCOPYING,  
RECORDING OR OTHERWISE WITHOUT THE  
PRIOR WRITTEN PERMISSION OF ECOLOGICAL  
TANKS, INC.

# Environmental Series Pumps

## Thermoplastic Performance



## Thermoplastic Units Ordering Information

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

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



## Submersible Pumps

### E-Series Environmental Pumps

#### Features



# FPS

E series

#### Applications:

- Filtered effluent service
- Aeration
- Ornamental fountains/waterfalls

#### Features:

- Ideal for effluent pumping applications.
- Stainless steel or thermoplastic discharge and motor bracket are tough and non-corrosive. Both materials are highly resistant to damage by minerals, metals and other substances typically found in water.
- Heavy duty, 300 V, 10' SJOOW motor leads.
- Ceramic bearing sleeve has time proven durability for years of reliable service.
- Hex rubber bearing has extra large surface assuring shaft stability and multiple flow channels keeping particles away from bearing surfaces.
- Proven hydraulic staging allows close tolerances and increased performance.
- Carbon phenolic up thrust washer prevents excessive wear in severe applications.
- Removable built in check valve on 10-20 gpm pumps. No built in check valves on high capacity pumps.
- Powered by Franklin Electric submersible motor.



# PROPLUS™

The **PROPLUS™** adjustable arc and full-circle gear driven rotor comes standard with nine numerically coded interchangeable nozzles. Excellent nozzle performance delivers an exceptional fall out pattern. In independent testing by C.I.T., the **PROPLUS™** delivered up to 90% uniform coverage.

**Also Available:** 12" High Pop, Shrub Head and Reclaimed Water models.

Tough, proven and advanced, the **PROPLUS™** is the leader in it's class. Set it and forget it. Arc Memory Clutch returns the rotor to its preset position. Technology works for you.

## MODELS

- 11003 ProPlus
- 11003-HP ProPlus 12" High Pop
- 11003-SH ProPlus Shrub Head

### OTHER OPTIONS: ADD TO PART NUMBER

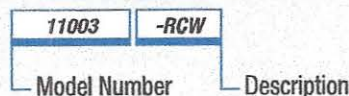
- CV Check Valve
- LA Low Angle Nozzle
- NN No Nozzle
- RCW ProPlus for Reclaimed Water w/Low Angle Nozzle

## EASY ARC SETTING

Arc Selection 40° to Continuous 360°  
Adjust From Left Start



### HOW TO SPECIFY



**K-Rain Manufacturing Corp.**  
1640 Australian Avenue  
Riviera Beach, FL 33404 USA  
+1 561 844-1002  
FAX: +1 561 842-9493  
1.800.735.7246 | www.krain.com

## SPECIFICATIONS

- ▶ Inlet: 3/4" Threaded NPT
- ▶ Arc Adjustment Range: 40° to Continuous 360°
- ▶ Flow Range: .5 - 10.0 GPM
- ▶ Pressure Rating: 20 - 70 PSI
- ▶ Precipitation Rate: .06 to .50 Inches Per Hour (Depending on Spacing and Nozzle Used)
- ▶ Overall Height (Popped Down): 7 1/2" / 17" for High Pop
- ▶ Recommended Spacing: 28' to 44'
- ▶ Radius: 22' to 50'
- ▶ Nozzle Trajectory: 26°
- ▶ Low Angle Nozzle Trajectory: 12°
- ▶ Standard and Low Angle Nozzle: Included
- ▶ Riser Height: 5"

## PERFORMANCE DATA

PERFORMANCE			
NOZZLES	PRESSURE PSI	RADIUS FT.	FLOW GPM
#0.5	30	28'	.5
	40	29'	.6
	50	29'	.7
	60	30'	.8
#0.75	30	29'	.7
	40	30'	.8
	50	31'	.9
	60	32'	1.0
#1	30	32'	1.3
	40	33'	1.5
	50	34'	1.6
	60	35'	1.8
#2	30	37'	2.4
	40	40'	2.5
	50	42'	3.0
	60	43'	3.3
#2.5 PRE-INSTALLED	30	38'	2.5
	40	39'	2.8
	50	40'	3.2
	60	41'	3.5
#3	30	38'	3.6
	40	39'	4.2
	50	41'	4.6
	60	42'	5.0
#4	30	43'	4.4
	40	44'	5.1
	50	46'	5.6
	60	49'	5.9
#6	40	45'	5.9
	50	46'	6.0
	60	48'	6.3
	70	49'	6.7
#8	40	42'	8.0
	50	45'	8.5
	60	49'	9.5
	70	50'	10.0

METRIC					
NOZZLES	PRESSURE KPA	PRESSURE BARS	RADIUS METERS	FLOW L/M	FLOW M <sup>3</sup> /H
#0.5	206	2.0	8.5	1.89	.11
	275	3.0	8.8	2.27	.14
	345	3.5	8.8	2.65	.16
	413	4.0	9.1	3.03	.18
#0.75	206	2.0	8.8	2.65	.16
	275	3.0	9.1	3.03	.18
	345	3.5	9.4	3.41	.20
	413	4.0	9.8	3.79	.23
#1	206	2.0	9.8	4.92	.30
	275	3.0	10.1	5.68	.34
	345	3.5	10.4	6.05	.36
	413	4.0	10.7	6.81	.41
#2	206	2.0	11.3	9.08	.54
	275	3.0	12.2	9.46	.56
	345	3.5	12.8	11.35	.68
	413	4.0	13.1	12.49	.75
#2.5 PRE-INSTALLED	206	2.04	11.6	9.46	.57
	275	2.72	11.9	10.60	.64
	345	3.40	12.2	12.11	.73
	413	4.08	12.5	13.25	.79
#3	206	2.0	11.6	13.63	.81
	275	3.0	11.9	15.89	.95
	345	3.5	12.5	17.41	1.04
	413	4.0	12.8	18.92	1.13
#4	206	2.0	13.1	16.65	.99
	275	3.0	13.4	19.30	1.15
	345	3.5	14.0	21.19	1.27
	413	4.0	14.9	22.33	1.33
#6	206	3.0	13.7	22.33	1.33
	275	3.5	14.0	22.71	1.36
	345	4.0	14.6	23.85	1.43
	413	5.0	14.0	25.35	1.52
#8	206	3.0	12.8	30.28	1.81
	275	3.5	13.7	32.12	1.92
	345	4.0	14.8	35.95	2.15
	413	5.0	15.3	37.85	2.27

## LOW ANGLE DATA

NOZZLES	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

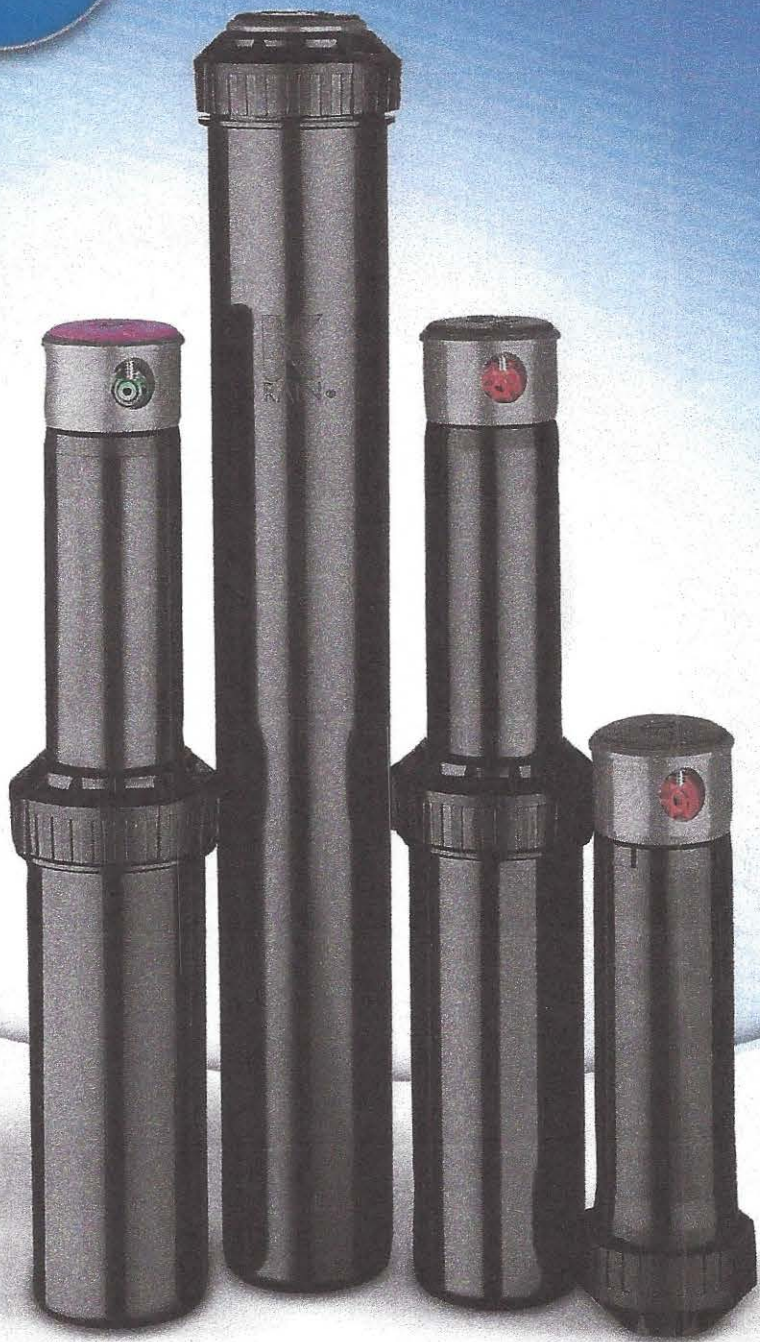
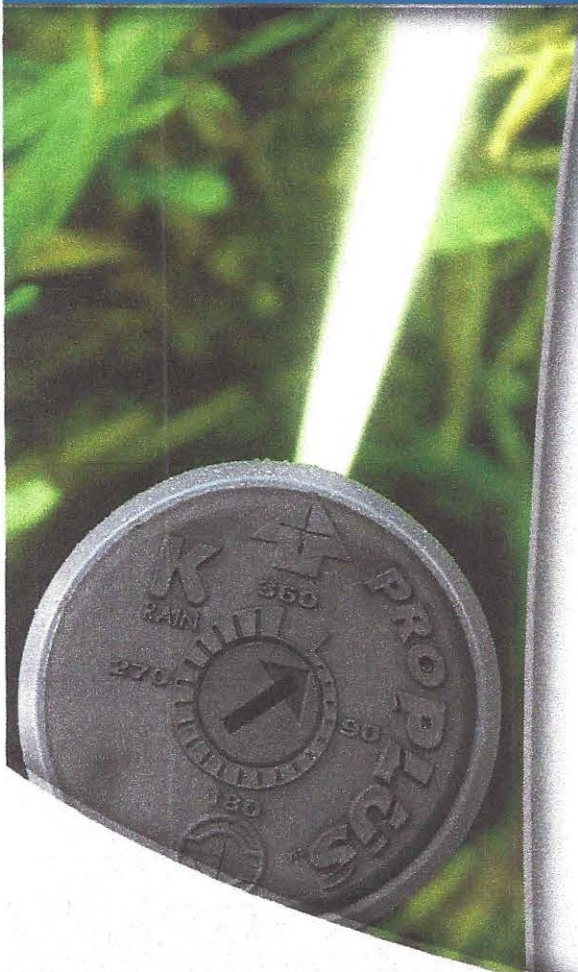
## METRIC

NOZZLES	PRESSURE KPA	PRESSURE BARS	RADIUS METERS	FLOW L/M	FLOW M <sup>3</sup> /H
#1	207	2.04	6.71	4.54	.27
	275	2.72	7.32	6.43	.39
	344	3.40	7.92	6.80	.41
	413	4.08	8.53	7.56	.46
#3	207	2.04	8.84	11.34	.68
	275	2.72	9.75	11.72	.71
	344	3.40	10.67	13.23	.80
	413	4.08	11.58	14.36	.87
#4	207	2.04	9.45	12.85	.78
	275	2.72	10.36	14.74	.89
	344	3.40	11.28	16.63	1.00
	413	4.08	11.58	17.77	1.07
#6	275	2.72	11.58	24.57	1.48
	344	3.40	12.19	27.59	1.76
	413	4.08	12.80	30.24	1.82
	482	4.76	13.41	32.51	1.96

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



# PROPLUS™

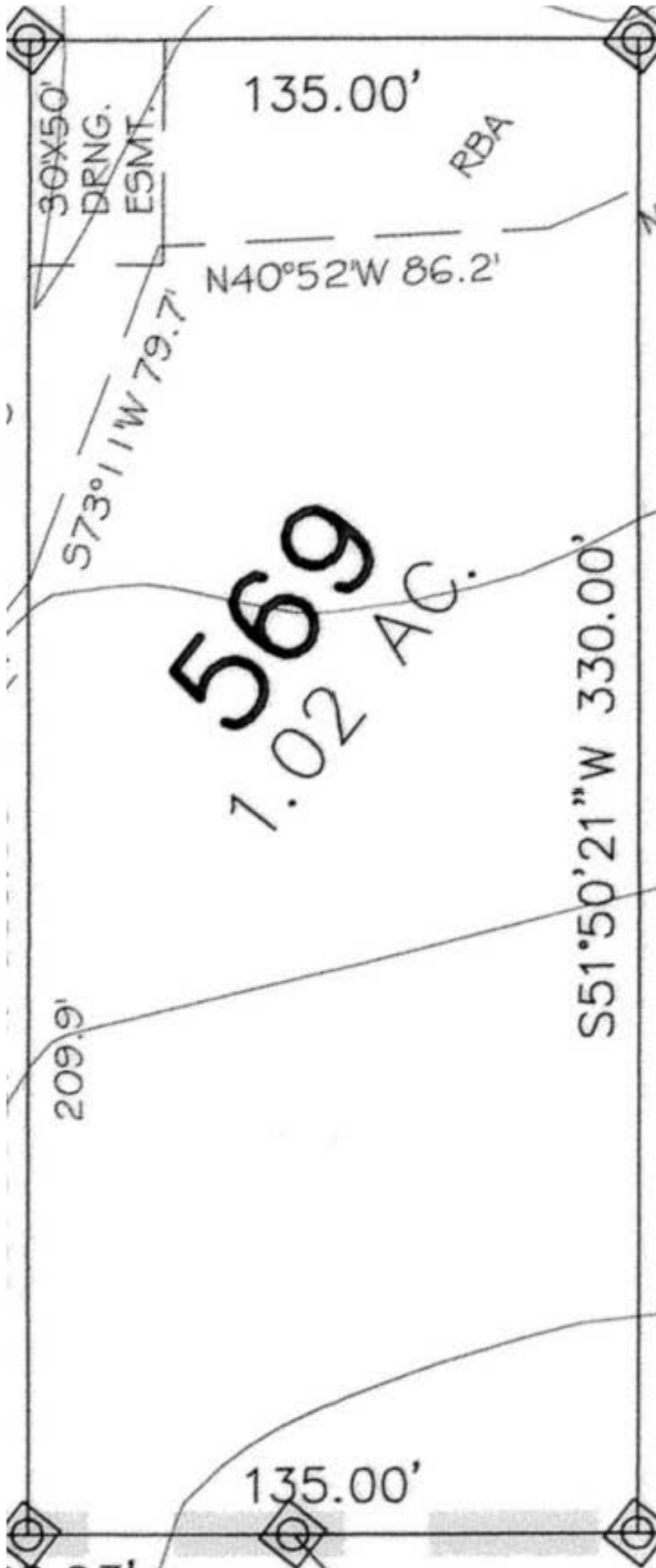


*The ProPlus™ is packed with features that ensure reliability, saving the installer time, money and needless frustration.*

- ▶ **Revolutionary Patented Easy Arc Set** – Simplified arc set allows for wet or dry adjustment in seconds.
- ▶ **5" Riser** – Perfect for grasses with thick thatch.
- ▶ **3/4" Inlet** – Replaces all standard rotors.
- ▶ **2N1 Adjustable or Continuous Rotation** – Provides a full range adjustment from 40° to a continuous full circle.
- ▶ **Patented Arc Set Degree Markings** – Clearly indicates the current watering pattern and simplifies arc set adjustment.
- ▶ **Arc Memory Clutch** – Prevents internal gear damage and returns rotor to its prior setting automatically if nozzle turret is forced past its stop.
- ▶ **Time Proven Patented Reversing Mechanism** – Assures continuous reverse and return...over a 20 year history.
- ▶ **Ratcheting Riser** – Allows for easy adjustment of your left starting position with a simple turn of the riser.
- ▶ **Rubber Cover** – Seals out dirt and increases product durability.
- ▶ **Wide Selection of Nozzles** – Including standard and low angle, provides flexibility in system design.
- ▶ **Optional Check Valve** – Prevents low head drainage.



**IRRIGATION SOLUTIONS  
WORLDWIDE™**



135.00'

RBA

30X50'  
DRNG.  
ESMT.

N40°52'W 86.2'

S73°11'W 79.7'

569

7.02 AC.

209.9'

S51°50'21" W 330.00'

135.00'



**CCEO  
COPY**

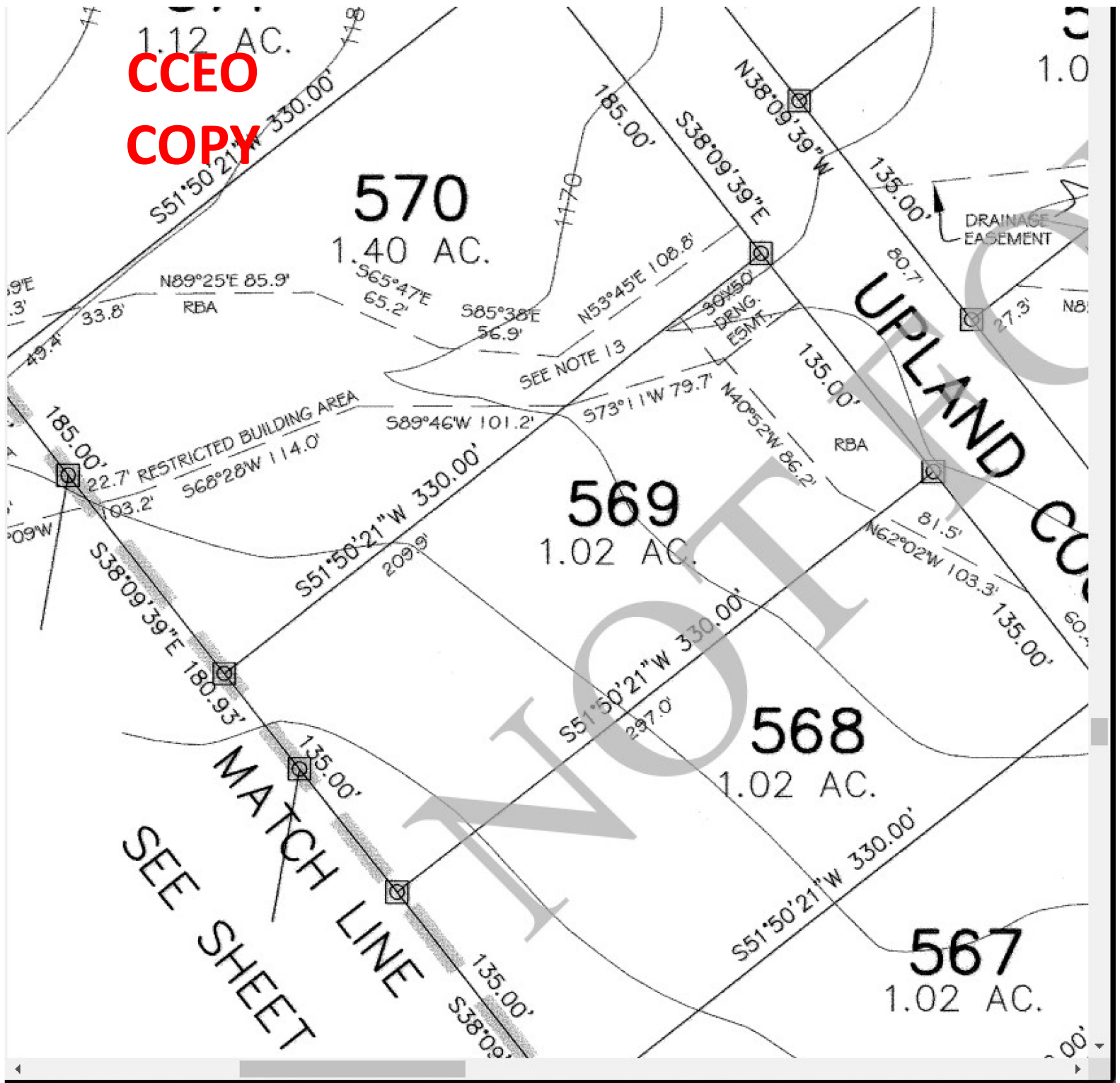
1.12 AC.

**570**  
1.40 AC.

**569**  
1.02 AC.

**568**  
1.02 AC.

**567**  
1.02 AC.





# COMAL COUNTY


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ENGINEER'S OFFICE

RE: *327 Upland Ct*  
*Mystic Springs Ranch 3*  
*Lot 569*

Dear Property Owner & Agent,

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

1.  Both owners shown on the deed need to sign the application.
2. Revise accordingly and resubmit.

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

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** |

| Comal County | [www.cceo.org](http://www.cceo.org) | f: 830-608-2078 | e: [olverb@co.comal.tx.us](mailto:olverb@co.comal.tx.us) |



## Olvera, Brandon

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**From:** Olvera, Brandon  
**Sent:** Tuesday, December 3, 2024 8:55 AM  
**To:** madeleinegbear@gmail.com  
**Cc:** Hoyt Seidensticker; Nathan Bath  
**Subject:** 118008 - OSSF permit 327 Upland Ct.

Property Owner Agent,

The maintenance provider has informed us that the initial maintenance contract is not valid. Kindly provide a one-year maintenance contract as soon as possible prior to the issuance of the operating license.

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) |

**Olvera,Brandon**

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**From:** Jim Carnes <jim@carnesenterprise.com>  
**Sent:** Tuesday, December 3, 2024 8:29 AM  
**To:** Olvera,Brandon  
**Subject:** permit# 118008

**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

Jim Carnes



12/03/2024

To: Comal County Environmental / Brandon Olvera  
The aerobic septic system at 327 Upland Ct. Permit # 118008  
is under contract with Carnes Enterprise. The system is out of my service area and  
I have no record of system in My software or payment. Installer has no approval to use  
And do not modify a Carnes Enterprise inspection agreement or any type of software from Carnes Enterprise.  
If any questions, please feel free to contact Jim Carnes 210-884-0814

Carnes Enterprise  
6760 FM 1283  
Pipe Creek, TX 78063

Phone: (210) 884-0814

Date: 07/02/2023

www.carnesenterprise.com jim@carnesenterprise.com

To: Madeleine Eichler  
madeleinebear@gmail.com

Contract Period

Start Date: upon approval  
End Date:

Phone: 830-446-6564      Subdivision: Mountain Springs Ranch  
Site: 327 Upland Ct., Canyon Lake, TX 78133  
County: Comal  
Installer: James Nathan Barth  
Agency:  
Mfg/Brand: / OS0027366

Carnes Enterprise  
3 visits per year - one every 4 months

Map Key:                      ID: 538

This is to Certify that the above RESIDENTIAL sewage system has a 2 year Initial inspection agreement per (Texas Commission On Environmental Quality) standards for on site sewerage facilities as required every 4 months for a period of two years from the date that this OSSF is first used as required by state guidelines dated June 13, 2007. For a new single family dwelling, this date is the date of sale by the builder. For an existing single family dwelling this date is the date the notice of approval is issued by the permitting authority. Before this two year contract expires, the owner of this OSSF is required to have a new maintenance contract signed. A copy of the new contract shall be submitted to the permitting authority at least 30 days before the current contract expires, Carnes Enterprise will offer a continuing service contract as mandated by State regulations.

Inspection reports by the above service company and the authorized representative by the (TCEQ) regulations. A weather tag or tag will be placed on the control box following each inspection with the date and time made.

Items included on the inspection report generally include aerator, filter, digester pump, air compressor, disinfection device, chlorine supply, pump, float, spray, and vegetation. The chlorinator will be checked for backwash. The filter will be cleaned at each visit. A sample shall be taken from the aeration tank. If there is an excess of solids in the treatment plant, if excess of solids are observed, the owner shall bear the responsibility for cleaning so. Carnes Enterprise will respond to any complaints by the owner during the 24 hours of the owner notifying us of a problem. Inspections are scheduled on weekdays.

Violations of Warranty include shutting off the electric power to the system for more than 24 hours, disconnecting the alarm system, restricting air flow to the aerator, overloading the system above its rated capacity, or introducing excessive amounts of harmful matter into the system, or any other form of unusual abuse. All inspection reports will be brought up above finish grade at least 2" at owners expense. Carnes Enterprise will have access to unit at all times.

The owner is responsible for keeping chlorine ( calcium Hypochlorite properly labeled for wastewater disinfection) in the chlorinator as well as the cost of the chlorine

This agreement does not include the cost of (PUMPING OF SYSTEM, BOD TESTS, OR CHLORINE). PROVIDING UNOBSTRUCTED ACCESS TO SYSTEM, appointments are not scheduled for inspections.

Mailing address if different from system

Home Owner: Michael and Madeleine Eichler *M. Eichler* Date: 7-2-2023  
Phone: 830-446-6564

Certified Inspector: *Jim* Date: 7-2-2023  
(MP0001703 cell-210-884-0814)

**AFTER RECORDING MAIL TO:**  
Madeleine Eichler and Michael Eichler  
126 Bird Song  
Boerne, TX 78006

Prepared By:  
Robertson Anschutz Vettors, LLC  
10850 Richmond Avenue, Suite 350  
Houston, TX 77042

Independence Title/GF# 230709D -SHSA/SHL

File Number: 0177849379

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN**

**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.**

THAT Real Home Equity, LLC, a Texas Limited Liability Company, hereinafter called "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by **Madeleine Eichler and Michael Eichler, husband and wife**, hereinafter called "Grantee", whose mailing address is 126 Bird Song, Boerne, TX 78006, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of **Ninety-Six Thousand Seven Hundred Dollars (\$96,700.00)**, of even date herewith, payable to the order of **Security Service Federal Credit Union**, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Mortgagee, and also being secured by Deed of Trust of even date herewith from Grantee to **Ruth W. Garner**, Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described Property located in **COMAL** County, Texas, to-wit:

**Lot 569, MOUNTAIN SPRINGS RANCH UNIT THREE, Comal County, Texas, according to the map or plat thereof, recorded in Volume 15, Pages 335-347, Map and Plat Records, Comal County, Texas**

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



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

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

**Grantee is taking the property in an arm's-length agreement between the parties. The consideration was bargained on the basis of an "as is, where is" transaction and reflects the agreement of the parties that there are no representations or express or implied warranties. Grantee has not relied on any information other than grantee's inspection.**

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

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





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

Executed date: 03/13/2023

**Real Home Equity, LLC**

By: Usama Mahmood, Managing Member

Name: **Usama Mahmood**

Title: **Managing Member**

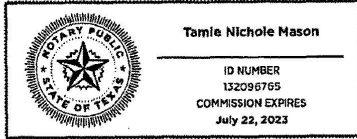
UNOFFICIAL



State of Texas

County of Brazoria

This instrument was acknowledged before me on (Date) 03/13/2023 by **Usama Mahmood, Managing Member of Real Home Equity, LLC**, on behalf of said **Limited Liability Company**.



(Official Seal or Stamp)

*Tamie Nichole Mason*  
Notary Public (Signature of Notarial Officer)  
Tamie Nichole Mason  
(Printed Name of Notarial Officer)

My commission expires: 07/22/2023

Notarized online using audio-video communication



UNOFFICIAL

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
03/14/2023 09:07:25 AM  
LOUISA 4 Pages(s)  
202306007736

 *Bobbie Koepp*