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

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

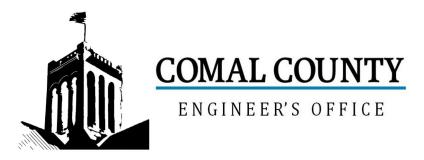
Inspector Notes:

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

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

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

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



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

Permit Number:	118152
Issued This Date:	01/22/2025
This permit is hereby given to:	Truly Investments LLC

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

1920 SPLIT MOUNTAIN CANYON LAKE, TX 78133

Subdivision:	The Vistas at Mountain Springs Ranch
Unit:	1
Lot:	136
Block:	-
Acreage:	1.8900

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

. .

118152

Date Received Initials

Permit Number

Instructions:

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

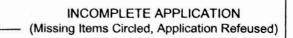
I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

Signature of Applicant

COMPLETE APPLICATION

Check No.

Receipt No.



Revised: September 2019

RECEIVED By Kathy Griffin at 3:15 pm, Dec 03, 2024 EWAGE		CATION	NEW BR.	AVID JONAS DR AUNFELS, TX 78132 30) 608-2090 /W.CCEO.ORG
		Permit N		152
Date				
1. APPLICANT / AGENT INFORMATION				
Owner Name Truly Investments, LLC	Agent Name	Doug Dow	vlearn R.S.	
Mailing Address 9903 Morningfield	Agent Address	703 Oak [Dr.	
City, State, Zip San Antonio, TX 78250	City, State, Zip	Blanco, T)	x 78606	
Phone #	Phone #	210-878-8	100	
Email	Email	TXSEPTIC	C@GMAIL.COM	
2. LOCATION				
Subdivision Name The Vistas at Mountain Springs Ranch	U	nit <u>1</u>	Lot 136	Block
Survey Name / Abstract Number			Acreage	1.89
Address 1920 Split Mountain		9	State TX	Zip _78133
3. TYPE OF DEVELOPMENT	5			
∑ Single Family Residential				
Type of Construction (House, Mobile, RV, Etc.) HOUSE				
Number of Bedrooms 5				
Indicate Sq Ft of Living Area 3020				
Non-Single Family Residential (Planning materials must show adequate land area for doublin Type of Facility Offices, Factories, Churches, Schools, Parks, Etc Indi Restaurants, Lounges, Theaters - Indicate Number of S Hotel, Motel, Hospital, Nursing Home - Indicate Number Travel Trailer/RV Parks - Indicate Number of Spaces Miscellaneous	icate Number Of Occu Seats r of Beds	upants		
Estimated Cost of Construction: \$ <u>II</u> 1000 Is any portion of the proposed OSSF located in the United S Yes X No (If yes, owner must provide approval from USACE Source of Water X Public Private Well Rainw	States Army Corps of E for proposed OSSF impro			
4. SIGNATURE OF OWNER				
 By signing this application, I certify that: The completed application and all additional information submitted of facts. I certify that I am the property owner or I possess the appropring property. Authorization is hereby given to the permitting authority and designal site/soil evaluation and inspection of private sewage facilities I understand that a permit of authorization to construct will not be is: 	riate land rights necessa ated agents to enter upo	ary to make t on the above	he permitted impro	vements on said v for the purpose of
by the Comal County Flood Damage Prevention Order. - I affirmatively consent to the online postulg/public release of my e-m Signature of Owner	1 .	with this peri		applicable. Page 1 of

Revised January 2021



RECEIVED By Brandon Olvera at 12:15 pm, Jan 22, 2025

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?
(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?
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.

1.5.

Signature of Designer

202406035890 11/22/2024 01:23:01 PM 1/1

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.

11

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):

The Vistas at Mountain Springs Ranch, Unit One, Lot 136

The property is owned by (Insert owner's full name):

NTY OF COMAL COM

STATE OF TEXAS

Truly Investments, LLC

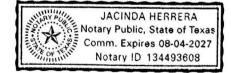
This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

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 ZZ DAY OF HUMAN BUR 2024 IOWNER 0 Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 22 DAY OF NUMBER 1. 7024

Notary tolic, State of Texas Notary's Printed Name: Kicinda Henry My Commission Expires: 04/44/202



Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 11/22/2024 01:23:01 PM LAURA 1 Page(s) 202406035890 Cobbie Koepp

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Regulatory Authority	Permit/License Number
Block Creek Aerobic Services, LLC	Customer Truly Investments, LLC
444 A Old Hwy #9	Site Address 1920 Split Mountain
Comfort, TX 78013	City Canyon Lake Zip 78133
Off. (830) 995-3189	Mailing Address
Fax. (830) 995-4051	County COMAL Map #
	Phone
	Email

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between (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 Date LTO is Issued

and ends on 2 yrs from Date of LTO

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 with in two (2) business days after said notification.

d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).

e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.

f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

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RC

all rights reserved

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):

I. 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 casy access to all parts of the OSSF.

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

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RC

Customer's Initials



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

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to Indemnitees with respect to all rights Indemnitees may have against third parties with respect to matters as to which Customer provides indemnity and/or defense to Indemnitees. No Indemnification is provided to Indemnitees when the liability or loss results from (1) the sole responsibility of such Indemnitee; or, (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees of and from any action that is subject to this Indemnification provision. Indemnifices 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 on written.

Rudy Carson

Customer Signature

11/22/24/11/2/24

Block Creek Aerobic Services, LLC, Contractor MP# 0002036

OSSF SOIL EVALUATION REPORT INFORMATION

Date: 12/3/2024 Applicant Information: Name: Truly Investments, LLC Address: 9903 Morningfield City, State & Zip Code: San Antonio, TX 78250 Email:				Site Evaluator Information: Name: Doug Dowlearn Company: D.A.D. Services, Inc. Address: 703 Oak Drive City, State & Zip: Blanco, TX 78606 Phone: (210)240-2101 Fax: (866)260-7687 Email: txseptic@gmail.com				
Property Locati Legal: The Vistas 136		Springs Ranch Unit	: 1 Lot :	Installer	Information:			
Street/Road Address: 1920 Split Mountain City : Canyon Lake Zip: 78133 Additional Info: Comal County				Name: Company: Address: City, State & Zip: Phone:				
Depth	Texture Class	Soil Texture	Structur Class III - platy or n	blocky,	Drainage (Mottles/Water Table	Restrictive Horizon	Observation	
Soil Boring #1 60"	III	0-12" Clay Loam 12"+ Limestone	Blocky		<30% Gravel	12"+ Limestone	N/A	
Soil Boring #2 60"		Same as above						

DESIGN SPECIFICATIONS

Application Rate (RA): 0.064 OSSF is designed for: 5 Bedroom 3020 Sq. Ft Residence 360 gallons per day An aerobic with spray disposal system is to be utilized based on the site evaluation. 5625 sq. ft. disposal area required See planning materials for tank configuration Calculations: Absorption Area: Q/RA=360/0.064= 5625 Sq. Ft.

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: Douglas Dowlearn Signature:

Jon Ray Come 4.5.

License No. OS9902 Exp. 6/30/2026 TDH: #2432 Exp. 2/28/2025

D.A.D SERVICES, INC. DOUG DOWLEARN PO BOX 212, BULVERDE, TX 78163 Designed for: Truly Investments LLC

The installation site is at lot 136 of the Vistas at Mountain Springs Ranch subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 5 Bedroom (3020 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 3" or 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is set to spray in the pre-dawn hours of midnight to 5:00 am through 2 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying at 40 psi. Each sprinkler will spray a radius of 30 feet and 360 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 360 gpd Application rate: 0.064 Application area required: 360/.064 = 5625 sq. ft. Application area utilized: 5654 sq. ft. Pump tank reserve capacity: 120 gal minimum

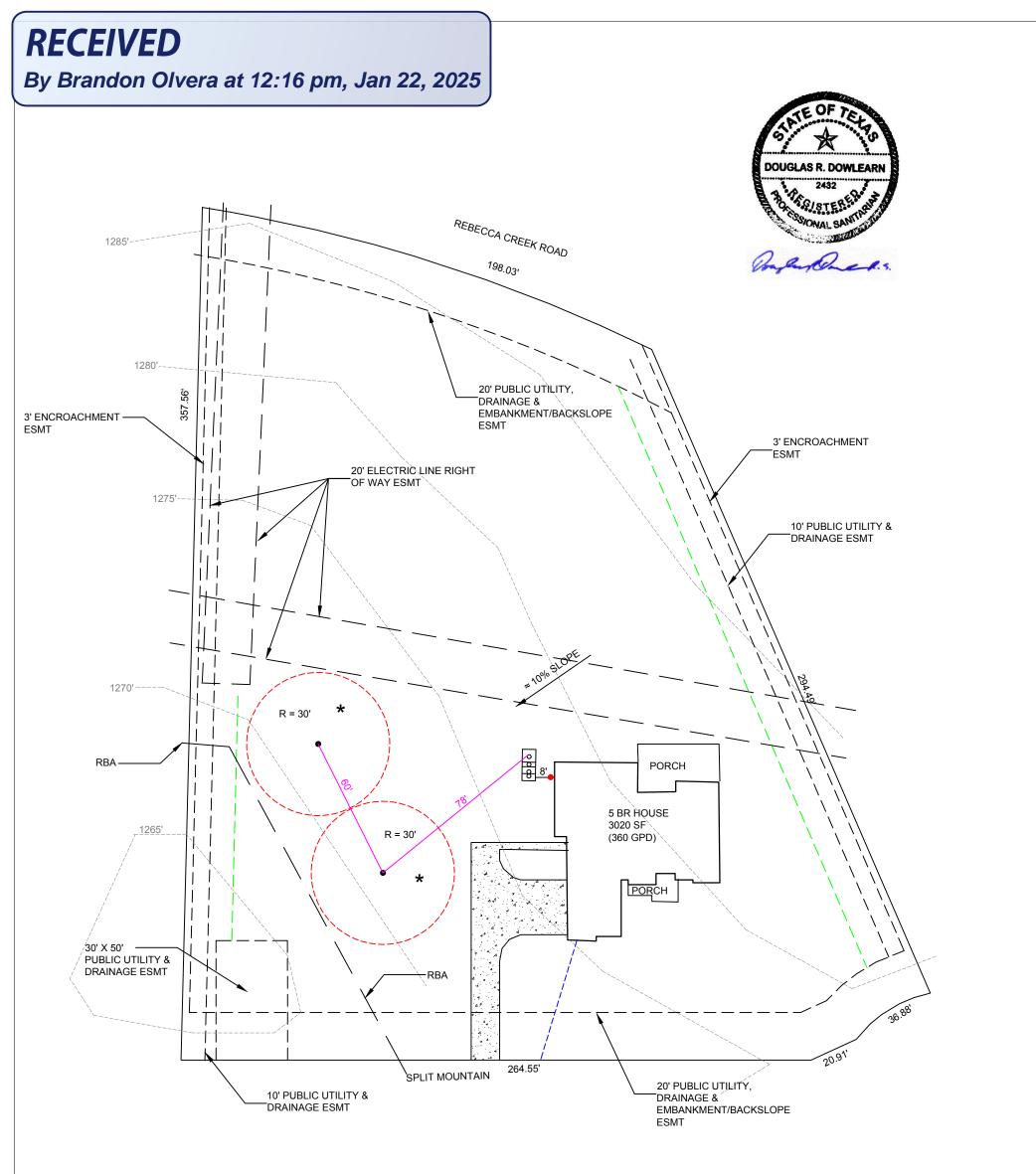
SYSTEM COMPONENTS:

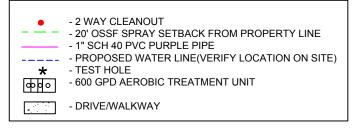
SCH 40 PVC sewer line NuWater B-550 353-gallon Pretreatment tank 600 GPD Aerobic Treatment Unit 768-gallon Pump tank with timed controls set to spray in the pre-dawn hours of midnight to 5:00 am C-1 20X, Model no. 20XC1-05P4-2W115 (or equivalent) submersible pump Liquid chlorinator 1" purple PVC supply line 2 K-Rain Gear Driven pop-up sprinklers

LANDSCAPING:

The entire surface application area must consist of an area with vegetation capable of growth, before system start up. In the event the surface application area does not have vegetation capable of growth, the bare area shall be seeded or sodded. If the non-vegetative area consists of rock or caliche, 3" of class II or III soil, capable of growing and sustaining vegetative growth, will be added before it is seeded or sodded.







1920 SPLIT MOUNTAIN CANYON LAKE, TX 78133 VISTAS AT MOUNTAIN SPRINGS RANCH LOT 136 COMAL COUNTY



SCALE 1" = 40' PRINT SIZE 11" X 17"

NOTES:

- 1" SCH 40 PURPLE PIPE TO ALL SPRAY HEADS.

- 3" OR 4" SCH 40 PVC PIPE FROM STRUCTURE TO TANK.

- SEWER PIPE CONNECTING THE STRUCTURE TO THE TANK MUST HAVE AT MINIMUM 1/8" FALL PER 1'.

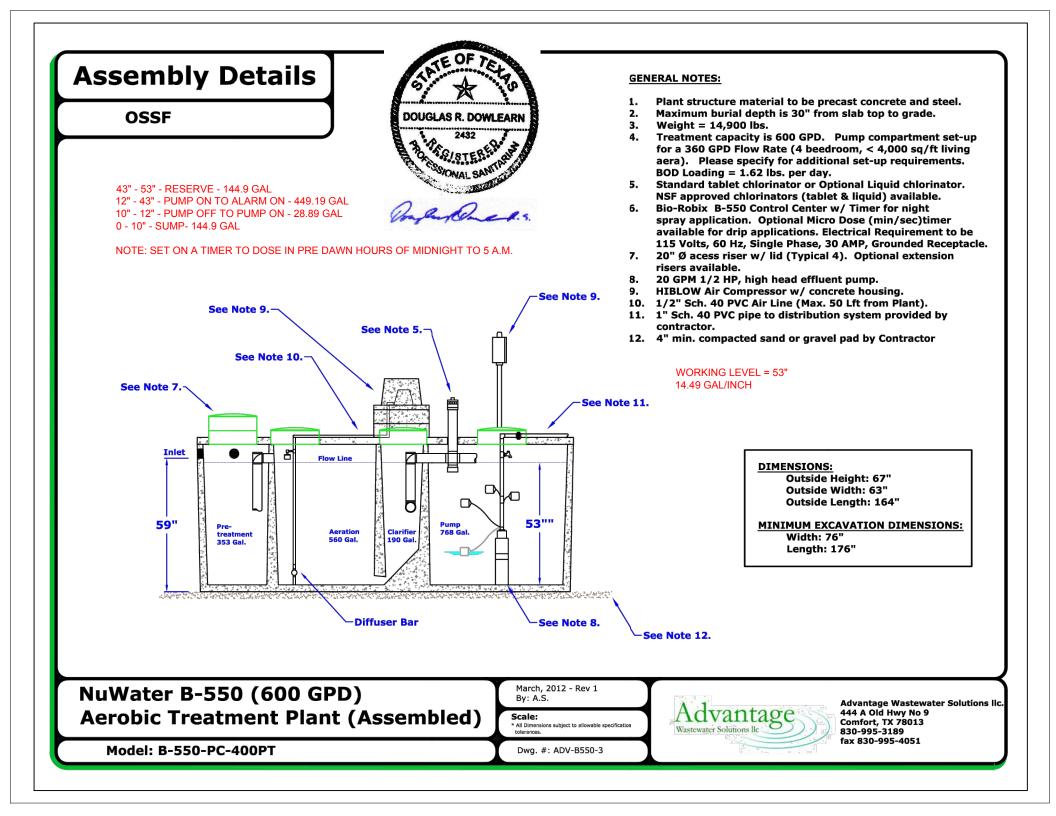
- TANK TO BE > 5' FROM STRUCTURES AND SURFACE IMPROVEMENTS. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.

- CLEANOUT WITHIN 3' OF STRUCTURE.

- TOTAL SPRAY AREA = 5654 SF.

 TANK WILL BE WATER TIGHT AND MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
 DRAINFIELD SHALL BE GREATER THAN 100' FROM PRIVATE WELLS, AND GREATER THAN 150' FROM PUBLIC WELLS. VERIFY WELL LOCATION(S) ON SITE.

- SPRAY HEADS SHALL BE LOCATED AT LEAST 10' AWAY FROM TREES WITHIN THE DISTRIBUTION AREA.



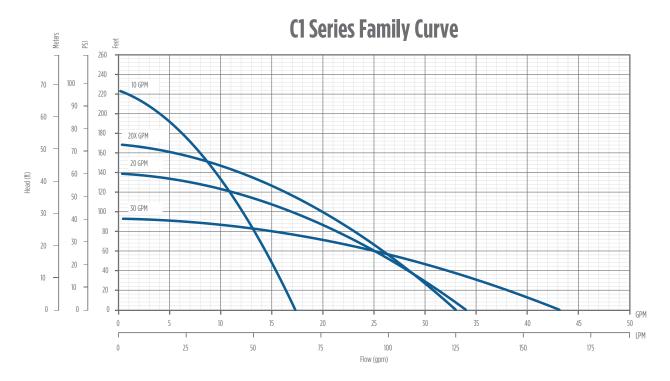
CI SERIES CISTERN PUMPS

Designed for use in gray water / filtered effluent service applications, the CI Series cistern pump provides high performance and long life in less than ideal water conditions. The CI Series pump is able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components.

The pump's unique bottom suction design allows for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, CI Series pumps are suitable for use in agricultural, residential, and commercial installations.



C¹SERIES



FEATURES

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, ½ hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot SJOOW jacketed lead

APPLICATIONS

- Gray water pumping
- Filtered effluent service water pumping
- Water reclamation projects such as pumping from rain catchment basins
- Aeration and other foundation or pond applications
- Agriculture and livestock water pumping

ORD	ERING	INFOF	RMATIO	N

CI Series Pumps							
GPM	HP	Volts	Stage	Model No.	Order No.	Length (in)	Weight (lbs)
10		115	7	10C1-05P4-2W115	90301005	26	17
10	1/2	230	7	10C1-05P4-2W230	90301010	26	17
20		115	5	20C1-05P4-2W115	90302005	25	16
20		230	5	20(1-0504-2W230	90302010	25	16
20X		115	6	20XC1-05P4-2W115	90302015	26	17
LUN		230	6	20XCI-05P4-2W230	90302020	Zb	17
30		115	4	30C1-05P4-2W115	90303005	25	16
UC		230	4	30C1-05P4-2W230	90303010	25	16

Note: All units have 10 foot long SJOOW leads.



Olvera, Brandon

From:Olvera,BrandonSent:Wednesday, January 8, 2025 11:08 AMTo:Lauren DowlearnSubject:E: 118152.pdfAttachments:52 3.pdfLauren bergen shot from our CZP map. The
cZPs. e designer can read through the requirements and

ached is a screen shot from our CZP map. The Edwards Aquifer Authority has the regulations for the designer can read through the requirements and determine if one is needed.

Thank You,

Brandon OlveraDesignated Representative OS0034792Comal Countywww.cceo.org195 David Jonas Dr, New Braunfels, TX-78132t: 830-608-2090f: 830-608-2078e:olverb@co.comal.tx.us

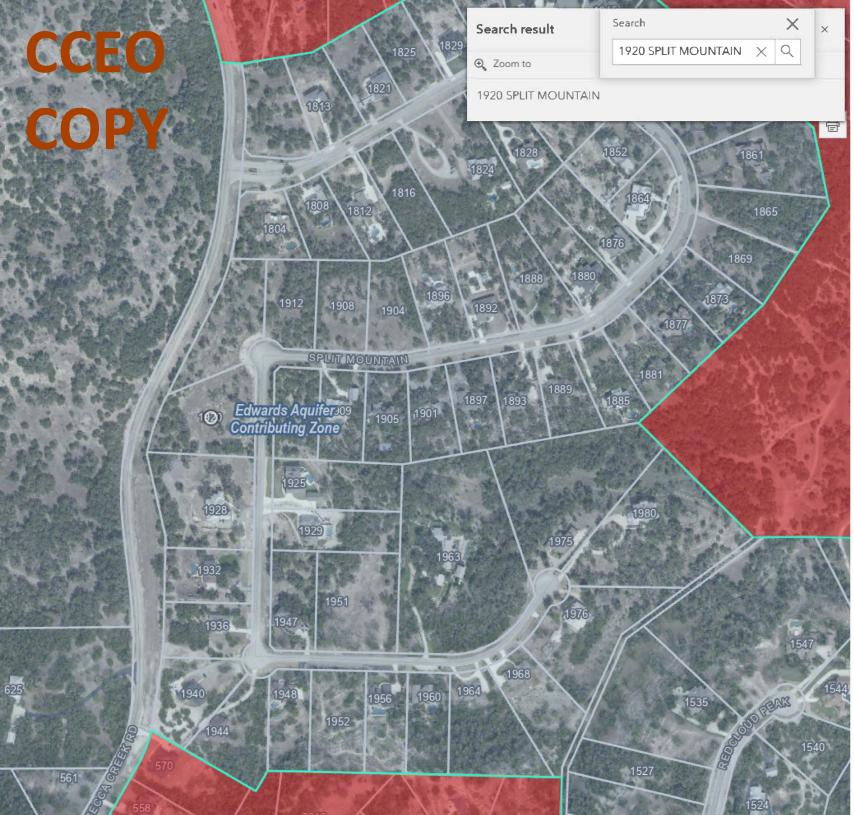
From: Lauren Dowlearn <txseptic@gmail.com> Sent: Wednesday, January 8, 2025 10:57 AM To: Olvera,Brandon <Olverb@co.comal.tx.us> Subject: Re: 118152.pdf

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

Brandon, there is a CZP for Mountain Springs Ranch but I am not seeing one for "The Vistas at Mountain Springs" specifically. I looked at the permits on this street from the last few years and they all have conflicting information regarding the CZP so I am not really sure what to do. I guess maybe it is grandfathered or one is not needed. Some permit applications on the same street say there is an existing CZP and some say one is not one. I am not sure if one will be required or not. Is that a question for the TCEQ regional office?

Thank you, Lauren Dowlearn 210-878-8100 D.A.D Services, Inc. www.TexasSuperSeptic.com



January 8, 2025 118152



RE: 1920 Split Mountain The Vistas at Mountain Springs Ranch 1 Lot 136

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:

V. Application Page 2:

- a. I am not seeing a TCEQ approved CZP for the property,
- b. Is a CZP required?

Site Plan:

- a. Show the 20ft wide electric line easement.
 - i. Maintain necessary setback requirements 285.91(10)
- b. Show the RBA
- 3. Revise accordingly and resubmit.

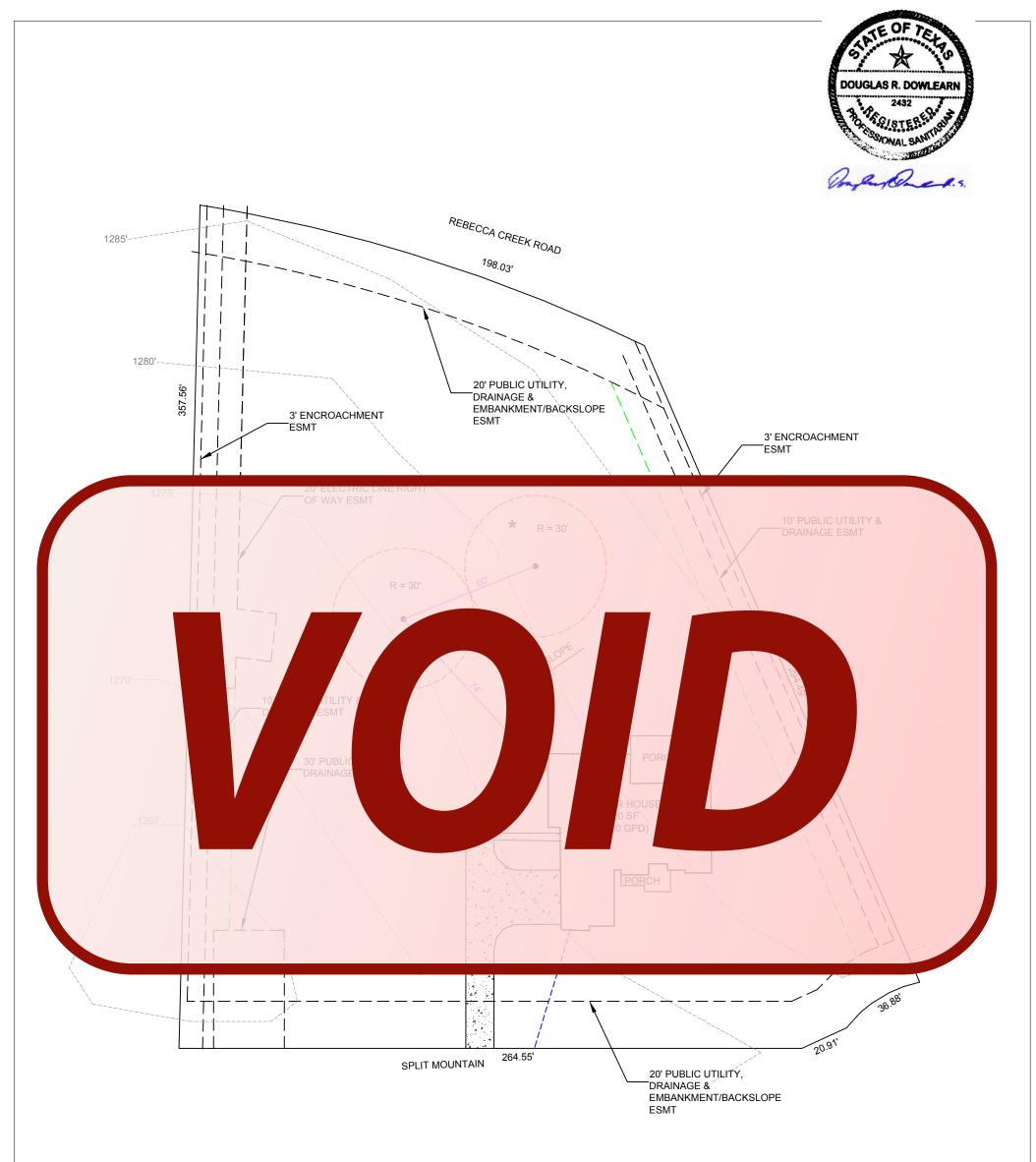
If you have any questions, you can email me or call the office.

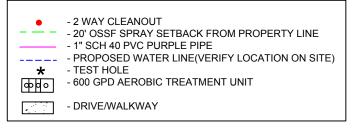
Thank You,

Brandon Olvera Designated Representative OS0034792

Comal County <u>www.cceo.org</u> f: 830-608-2078 e: <u>olverb@co.comal.tx.us</u>

CCEO -MOUNTAIN ST S. X. \$1.00,5 COPY 294.49 0 568'00'52"W Ø LEASEMENT. 60.00' N47'1: 34. S23*18'28"E 21.00' . 1' NON ACIESS S01.31'56"W N01'31'56"E 156.7' 3 L198.09' 16'12'51 R700.00 S19'06'17 LC197.43 136 56' 275.09' 1.C 264. 1.89 AC. W 163.6 30'X50 DRAINAGE EASEMENT N77*59 N55-07'E 14.6' 50.2 47.4 4.6 N87'04'58"W 357.84' RBA Ð Þ 3,80+20N 25.57 29.4 N51*27'W RBA - 44.8' N71*50'W 104.9' 1).00' 157.49 Ģ 144/12' - I' NON-ACCESS 874 52 ..., 146"E 279.08 LINE EASEMEN 1.15 AC. ALLEY TELEPHONE CO-OP, INC. 61.1' BASEMENT NEW BRAUNFELS UTILITIES S01'31'56"W N88'28'04"W 319.48' 20' VIDE ELECTRIC EASEMENT -FACILITIES DDC# 9706020127 121.60 0.





1920 SPLIT MOUNTAIN CANYON LAKE, TX 78133 VISTAS AT MOUNTAIN SPRINGS RANCH LOT 136 COMAL COUNTY



SCALE 1" = 40' PRINT SIZE 11" X 17"

NOTES:

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- 3" OR 4" SCH 40 PVC PIPE FROM STRUCTURE TO TANK.

- SEWER PIPE CONNECTING THE STRUCTURE TO THE TANK MUST HAVE AT MINIMUM 1/8" FALL PER 1'.

- TANK TO BE > 5' FROM STRUCTURES AND SURFACE IMPROVEMENTS. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.

- CLEANOUT WITHIN 3' OF STRUCTURE.

- TOTAL SPRAY AREA = 5654 SF.

- TOTAL SPRAT AREA = 5054 SF.
- TANK WILL BE WATER TIGHT AND MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
- DRAINFIELD SHALL BE GREATER THAN 100' FROM PRIVATE WELLS, AND GREATER THAN 150' FROM PUBLIC WELLS.
VERIFY WELL LOCATION(S) ON SITE.
- SPRAY HEADS SHALL BE LOCATED AT LEAST 10' AWAY FROM TREES WITHIN THE DISTRIBUTION AREA.

- THIS DESIGN MEETS THE OSSF REQUIREMENTS OF THE EXISTING CZP



ON-SITE SEWAGE FACILITY APPLICATION

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

Planning Materials & Site	Evaluation as Required	Completed By Do	ug Dowlearn R	.S.						
System Description Aerobic with spray disposal										
Size of Septic System Rec	uired Based on Plannin	ig Materials & Soil E	valuation							
Tank Size(s) (Gallons))	Absor	ption/Applica	tion Area (Se	q Ft) 5625					
Gallons Per Day (As Per 1	CEQ Table III) 360									
(Sites on crating more than 5	5000 gallons per day are re	equired to obtain a per	mit through TC	CEQ.)						
Is the property located ove (yes, the planning materials			✓ No (R.S.) or Profe	essional Engin						
there an existing 1 (yes, the R.S. or P.E.	approved WF and the ertify that the desig	e prop	V No	ng WP						
le there at least one a	r single dwel	per 285.40(c)	Ye	No						
It here is no existing \ (yes, the R.S. or P.E. s b issued for the propose	dor proposi tif je OSSF F je propose	elopment activi vill comply with thas been ap	ire a sions by the	, appro propos riate re	PAP?	No Itruct will not				
le the property located o	Edwards Contribu	ti es								
there an existing TCEQ approval CZP for the property? 🔽 Yes 🔲 No (I ves, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)										
If then is no existing CZP, (If yes, the R.S. or P.L. share issued for the proposed OSS		gn will comply with all j	provisions of u	ne proposea (B	No Instruct will not be				
Is this property within an in	ncorporated city?	res 🔽 No								
If ves, indicate the city:		7								

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.

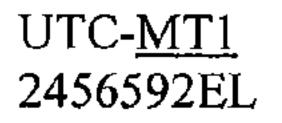
Rench.s.

12/3/2024

Signature of Designer

Date

202406032100 10/21/2024 03:38:47 PM 1/2



GENERAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY

BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL **SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF TEXAS KNOW ALL MEN BY THESE PRESENTS: COUNTY OF COMAL

THAT THE UNDERSIGNED, David Pawelek and Tarah Pawelek, a married couple, hereinafter referred to as "Grantor," whether one or more, for and in consideration of the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration in hand paid by the Grantee, herein named, the receipt and sufficiency of which is hereby fully acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does hereby GRANT, SELL and CONVEY unto Truly Investments, LLC, a Texas Limited Liability Company, whose mailing address is <u>9903 Mominafield Son Antonio</u>, herein referred to as "Grantee," whether one or more, the real property described as follows: $71\sqrt{182}$

Lot 136, The Vistas at Mountain Springs Ranch, Unit One, as Addition in Comal County, Texas, according to the Map or Plat thereof recorded in Volume 14, Page 349, Map and Plat Records of Comal County, Texas.

This conveyance, however, is made and accepted subject to any and all validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, whether or not shown of record in the hereinabove mentioned County and State.

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

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

EXECUTED this $\frac{15}{100}$ day of October, 2024.

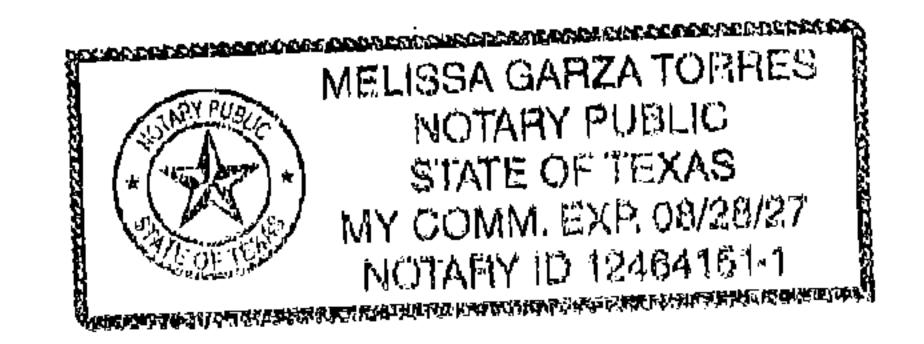
David Pawelek

Tarah Pawelek

THE STATE OF TEXAS COUNTY OF COMAL

Q.

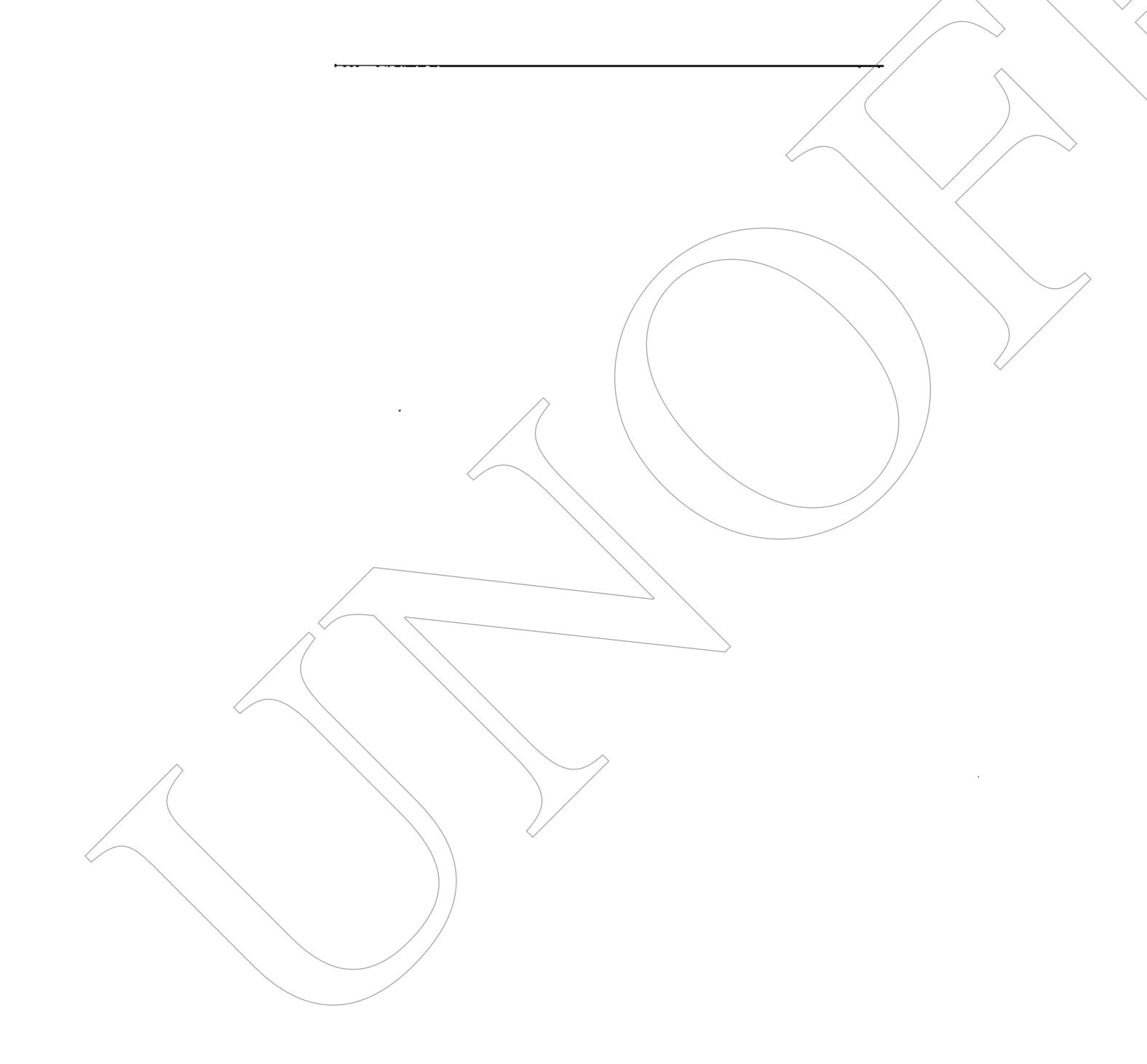
The foregoing instrument was acknowledged before me on the 18 day of October, 2024, by David Pawelek and Tarah Pawelek, a married couple.



NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME OF NOTARY

MY COMMISSION EXPIRES:



PREPARED IN THE OFFICE OF: MCNEESE LAW GROUP, PLLC 201 South Broadway Brownwood, TX 76801

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 10/21/2024 03:38:47 PM TRACY 2 Pages(s) 202406032100

