

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
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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)				

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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
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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: 118334
Issued This Date: 03/17/2025
This permit is hereby given to: CHARLES T. & REBECCA J. SPENCER

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

402 ELM HOLLOW DR
BULVERDE, TX 78163

Subdivision: ELM VALLEY
Unit: 3
Lot: 50
Block: 0
Acreage: 5.1900

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.



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

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Date Received Initials

118334

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

01/28/2025

Date

___ COMPLETE APPLICATION
Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION ___ (Missing Items Circled, Application Refused)
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ON-SITE SEWAGE FACILITY APPLICATION

Date 12/03/2024

Permit Number 118334

1. APPLICANT / AGENT INFORMATION

Owner Name Charles T Spencer & Rebecca J Spencer
Mailing Address c/o 23011 FM 306
City, State, Zip Canyon Lake, TX 78133
Phone # 830-935-4936
Email traci@psseptics.com

Agent Name GREG W. JOHNSON, P.E.
Agent Address 170 Hollow Oak
City, State, Zip New Braunfels, TX 78132
Phone # 830-905-2778
Email gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name Elm Valley Unit 3 Lot 50 Block _____
Survey Name / Abstract Number 160210-3 Acreage _____
Address 402 Elm Hollow Dr City Bulverde State TX Zip 78163

3. TYPE OF DEVELOPMENT

Single Family Residential **EXISTING**
Type of Construction (House, Mobile, RV, Etc.,) HOUSE + DETACHED LIVING
Number of Bedrooms 4+2
Indicate Sq Ft of Living Area 2121 + 1467

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: \$ 300,000 (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

4. SIGNATURE OF OWNER

By signing this application, I certify that:
- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities..
- I understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Signature of Owner

Date 12/06/2024



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) MAXX AIR M800 Absorption/Application Area (Sq Ft) 6842

Gallons Per Day (As Per TCEQ Table 111) 420

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

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

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

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

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

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

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

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

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

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

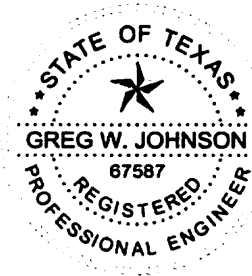
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)

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

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

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

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

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

[Signature]
Signature of Designer

December 12, 2024
Date

AFFIDAVIT

**THE COUNTY OF COMAL
STATE OF TEXAS**

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

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

II

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

3 UNIT/PHASE/SECTION BLOCK 50 LOT Elm Valley SUBDIVISION

IF NOT IN SUBDIVISION: ACREAGE SURVEY

The property is owned by (insert owner's full name): Charles T Spencer & Rebecca J Spencer

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 06 DAY OF December, 2024

[Signature]
Owner(s) signature(s)

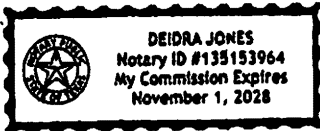
Charles T Spencer
Rebecca J Spencer
Owner (s) Printed name (s)

CHARLES T. & REBECCA J. SPENCER SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 06 DAY OF

December 06, 2024
[Signature]
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
01/27/2025 08:39:27 AM
JESS 1 Pages(s)
202506002381



(Notary Seal Here)

Bobbie Koepf

CERTIFICATION OF SINGLE FAMILY DWELLING

According to Texas Commission of Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of COMAL COUNTY, TEXAS.

I

REBECCA JAYNE SPENCER &

Before me this day appeared **CHARLES THOMAS SPENCER**, being the owners of the referenced property at **402 ELM HOLLOW DRIVE**. They further state that the Residence and any additional living space on this property will be occupied only by a single family.

An OSSF requiring a Certification of Single Family Dwelling, will be installed on the property described as:

3 UNIT BLOCK 50 LOT ELM VALLEY SUBDIVISION

IF NOT IN SUBDIVISION: ACREAGE SURVEY

The property is owned by REBECCA JAYNE SPENCER & CHARLES THOMAS SPENCER

WITNESS MY HAND ON THIS 27 OF DAY OF January, 2025.

[Signature]
OWNER (SIGNATURE)

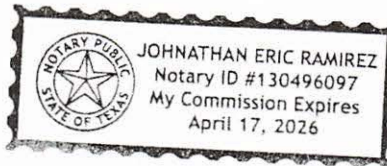
[Signature]
OWNER (SIGNATURE)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 27 DAY OF January, 2025 BY

REBECCA JAYNE SPENCER
OWNER NAME (PRINTED)

CHARLES THOMAS SPENCER
OWNER NAME (PRINTED)

[Signature]
Notary Public Signature



WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer Charles T Spencer & Rebecca J Spencer
Site Address 402 Elm Hollow Dr
City Bulverde, TX Zip 78163
Mailing Address _____
County Comal Map # _____
Phone _____
Email _____

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

II. Effective Date:

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



Customer's Initials



RC

Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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 easy access to all parts of the OSSF.

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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



Customer's Initials



RC

Contractor's Initials

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

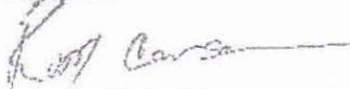
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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


Rudy Carson

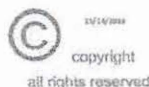
Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036


Customer Signature

12/6/24
Date



Customer's Initials



RC

Contractor's Initials

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: December 09, 2024

Site Location: ELM VALLEY, UNIT 3, LOT 50

Proposed Excavation Depth: N/A

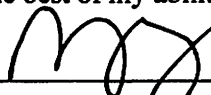
Requirements:

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

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION <u> </u>						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 8"	BROWN
8"						
1						
2						
3						
4						
5						

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION <u> </u>						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.



 Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

12/09/24

 Date

Olvera,Brandon

From: Greg Johnson <gregjohnsonpe@yahoo.com>
Sent: Monday, March 10, 2025 11:58 AM
To: Olvera,Brandon
Cc: Traci Field
Subject: Re: 118334.pdf
Attachments: 402 ELM HOLLOW DR - SPENCER #118334.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

REVISED NOTE TO SLOPE CHANGE.
NOT AN AREA WHERE SLEEVING IS REQUIRED.
THX,
GREG

Send for Greg W. Johnson, P.E.,R.S.)

170 Hollow Oak

New Braunfels, TX 78132

Office/Fax (830) 905-2778

Email: gregjohnsonpe@yahoo.com

On Friday, March 7, 2025 at 10:06:56 AM CST, Olvera,Brandon <olverb@co.comal.tx.us> wrote:

Property Owner/Agent

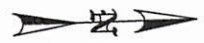
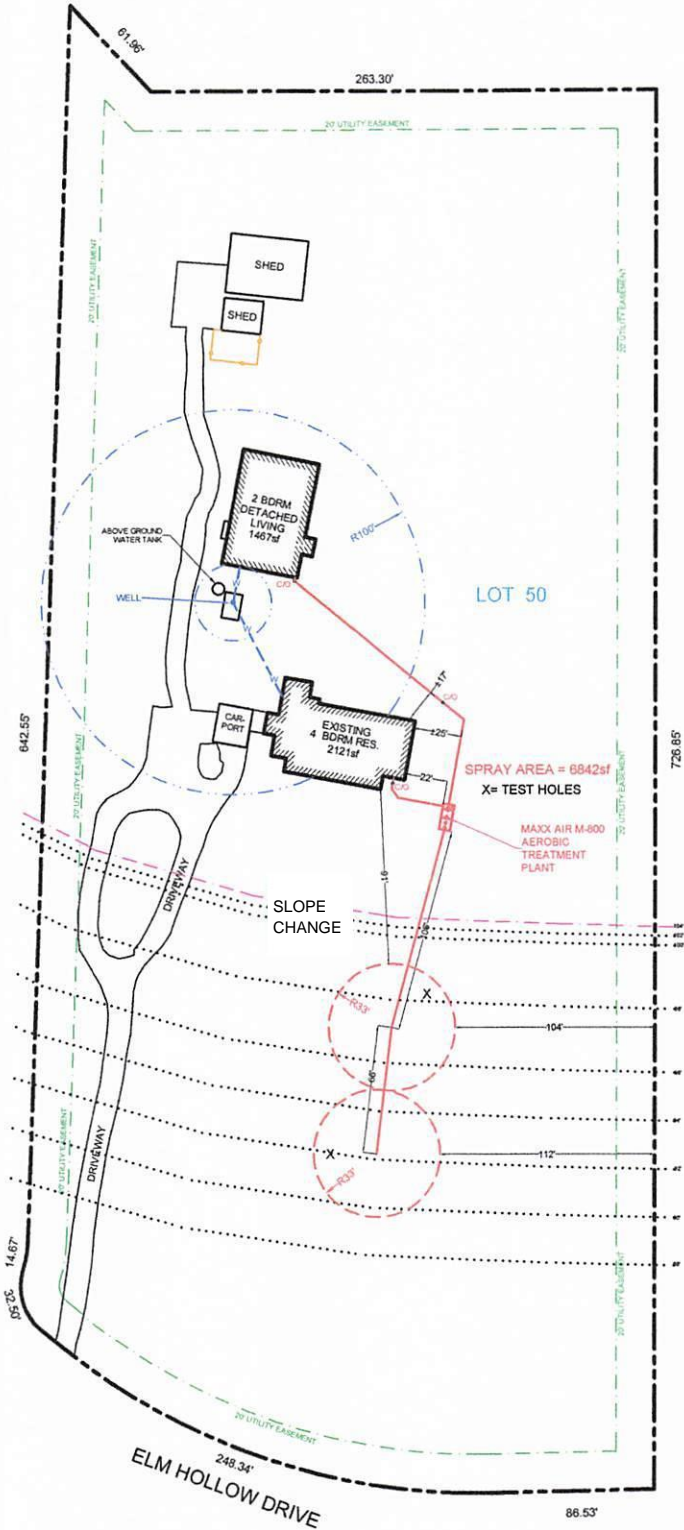
Please see the attached points that need to be addressed prior to the issuance of the Permit to Construct.

Thank You,

RECEIVED

By Brandon Olvera at 11:56 am, Mar 17, 2025

NOTE:
EXISTING SEPTIC
TANK TO BE
PUMPED, CRUSHED
AND BACK FILLED.
EXISTING SEPTIC
SYSTEM TO BE
ABANDONED

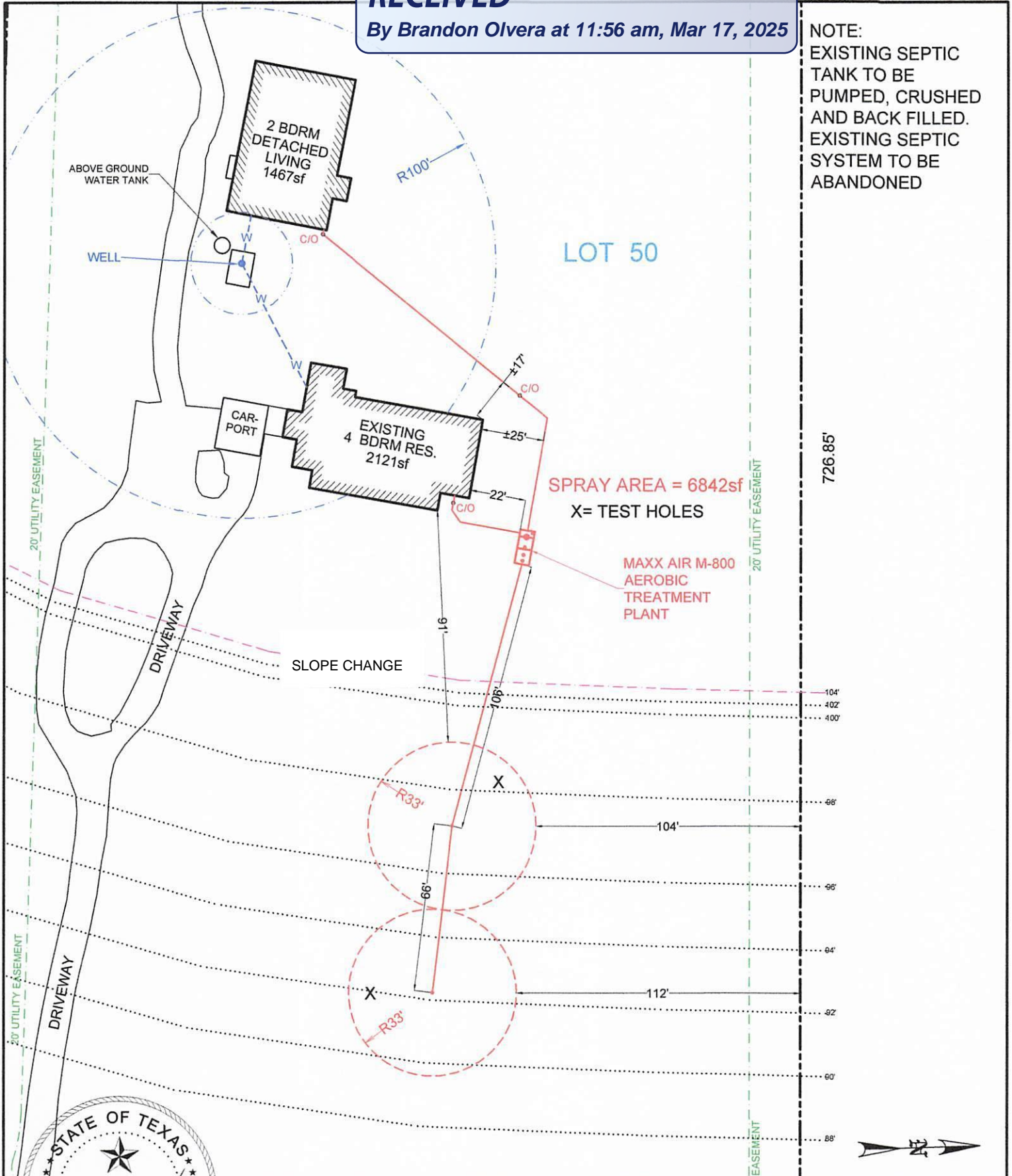


OWNER: REBECCA JAYNE & CHARLES THOMAS SPENCER		DRAWN BY: EJS III	
STREET ADDRESS: 402 ELM HOLLOW DRIVE			
LEGAL DESC: ELM VALLEY	UNIT/SECTION/PHASE: 3	BLOCK:	LOT: 50
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=100'	DATE: 12/10/2024	REVISED: 12/11/2024

RECEIVED

By Brandon Olvera at 11:56 am, Mar 17, 2025

NOTE:
EXISTING SEPTIC TANK TO BE PUMPED, CRUSHED AND BACK FILLED.
EXISTING SEPTIC SYSTEM TO BE ABANDONED



726.85'

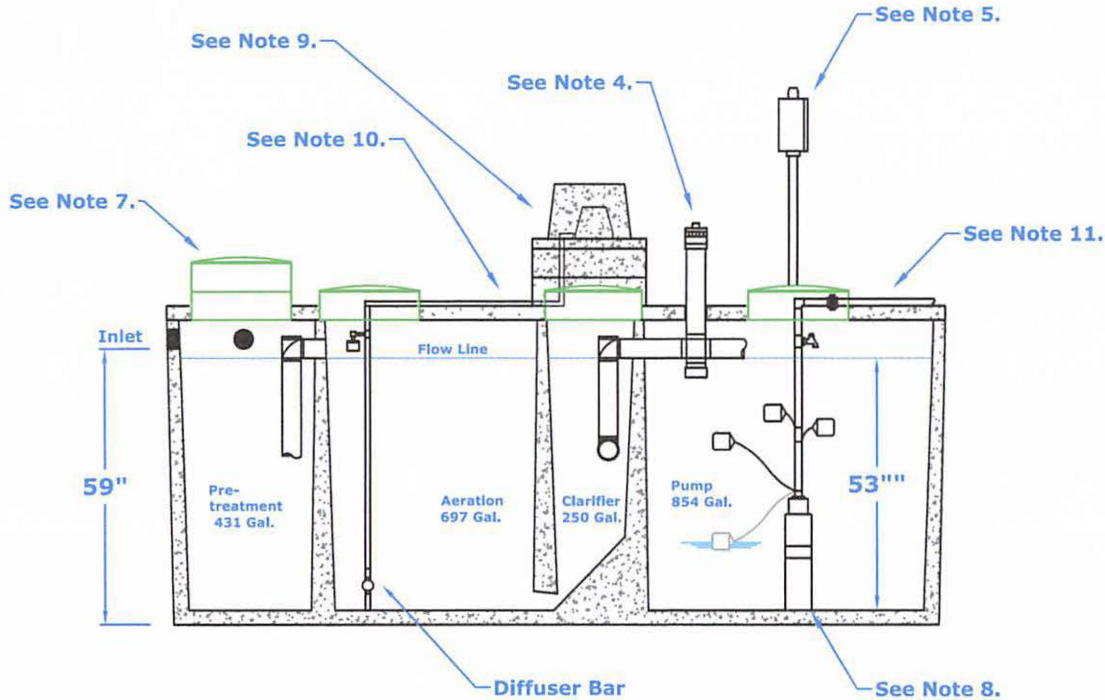
104'
102'
100'
98'
96'
94'
92'
90'



OWNER: REBECCA JAYNE & CHARLES THOMAS SPENCER		DRAWN BY: EJS III	
STREET ADDRESS: 402 ELM HOLLOW DRIVE			
LEGAL DESC: ELM VALLEY	UNIT/SECTION/PHASE: 3	BLOCK: 3	LOT: 50
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 12/10/2024	REVISED: 12/11/2024

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Weight = 16,700 lbs.
3. Treatment capacity is 600 GPD. BOD Loading = 2.60 lbs. per day.
4. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
5. Control Center w/ Timer for night spray application.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.



F-2585

11/18/21

DIMENSIONS:
 Outside Height: 67"
 Outside Width: 75"
 Outside Length: 164.5"

MINIMUM EXCAVATION DIMENSIONS:
 Width: 87"
 Length: 177"

**MAXX AIR M-800
 Aerobic Treatment Plant (Assembled)**

March, 2010
 By: A.S.

Scale:
 * All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B800-2



Advantage Wastewater Solutions LLC.
 444 A Old Hwy No 9
 Comfort, TX 78013
 830-995-3189
 fax 830-995-4051

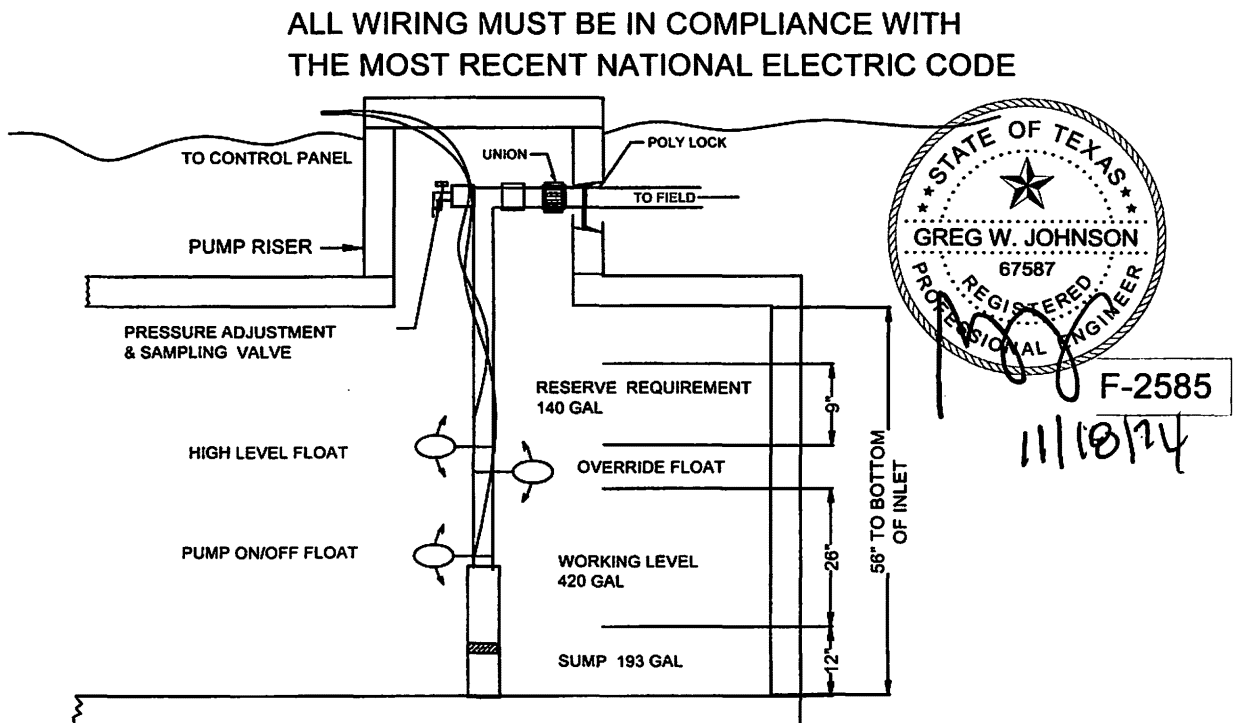
TANK NOTES:

Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

A two way sanitary tee is required between residence and tank.

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks



TYPICAL PUMP TANK CONFIGURATION
MAXX AIR M-800 PUMP TANK

CISTERN PUMPS

CPM Series

Ashland Pump – CPM Series

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

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

APPLICATIONS

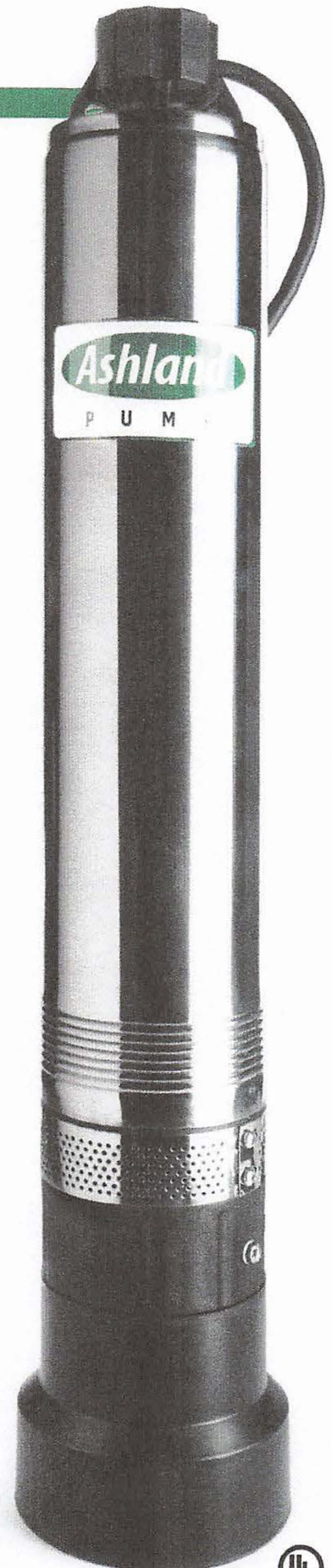
- Filtered Effluent Water Pumping
- Gray Water Pumping
- Water Feature / Aeration Applications
- Rain Water Basin Applications

FEATURES

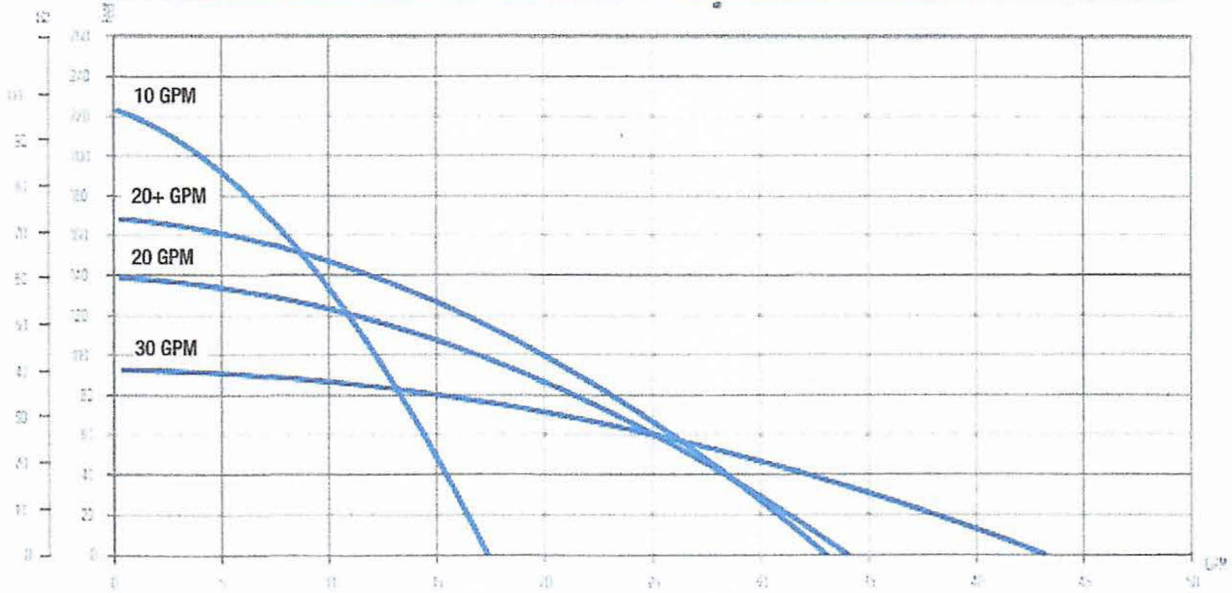
- Bottom suction design for maximum drawdown
- Able to pass 1/8" solids
- Available in 10, 20 and 30 GPM flow rates
- ½ HP, 115V and 230V single phase motors
- Heavy duty discharge with stainless steel internal threads
- 600 Volt, 10' SJ00W jacketed lead
- High shut-off pressure
- Quiet operation
- Standard removable base for stable mounting

ORDERING INFORMATION

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



ASHLAND PUMP CPM SERIES CISTERN PUMP PERFORMANCE



Low Angle Performance Data

NOZZLE	PRESSURE			RADIUS		FLOW RATE		
	PSI	kPa	Bars	Ft.	M.	GPM	L/M	M ³ /H
#1.0	30	207	2.1	22	6.7	1.2	4.5	.27
	40	276	2.8	24	7.3	1.7	6.4	.39
	50	345	3.4	26	7.9	1.8	6.8	.41
	60	414	4.1	28	8.5	2.0	7.6	.45
#3.0	30	207	2.1	29	8.8	3.0	11.4	.68
	40	276	2.8	32	9.8	3.1	11.7	.70
	50	345	3.4	35	10.7	3.5	13.2	.80
	60	414	4.1	37	11.3	3.8	14.4	.86
#4.0	30	207	2.1	31	9.4	3.4	12.9	.77
	40	276	2.8	34	10.4	3.9	14.8	.89
	50	345	3.4	37	11.3	4.4	16.7	1.00
	60	414	4.1	38	11.6	4.7	17.8	1.07
#6.0	40	275	2.8	38	11.6	6.5	24.6	1.48
	50	344	3.4	40	12.2	7.3	27.7	1.66
	60	413	4.1	42	12.8	8.0	30.3	1.82
	70	482	4.8	44	13.4	8.6	32.6	1.96

**All precipitation rates calculated for 180° operation. For the precipitation rate for a 36*

K
RAIN

Ashland

P U M P

Honest, Professional, Dependable

1899 Cottage Street, Ashland, Ohio 44805

Telephone: 855 281-6830 • Fax: 877 326-1994 • ashlandpump.com



COMAL COUNTY

ENGINEER'S OFFICE

RE: *402 Elm Hollow Dr.*
Elm Valley 3
Lot 50

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:

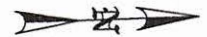
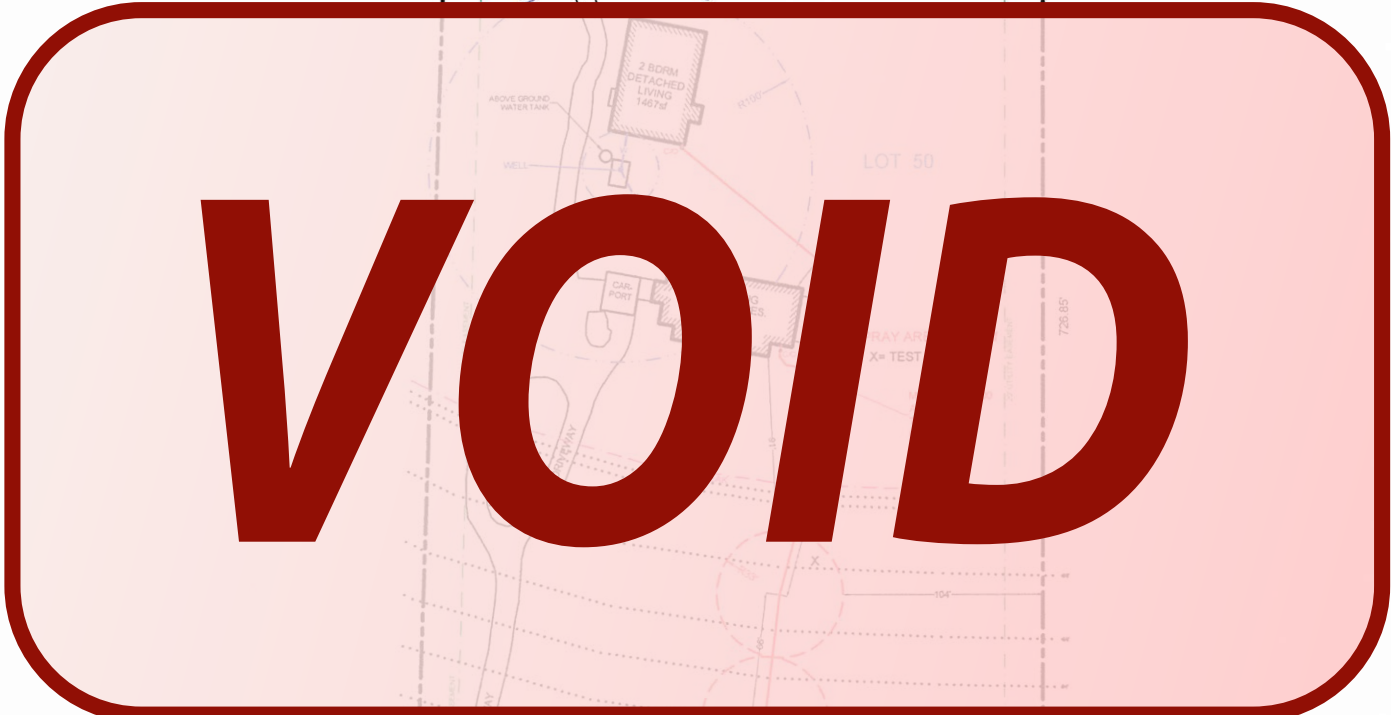
- ✓ Pipe that goes through the sharp break.
 - a. 285.91(10) Table X: There is a 10 ft separation distance from sewer pipe with watertight joints and slopes where seeps may occur.
- 2. Revise accordingly and resubmit.

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

Thank You,

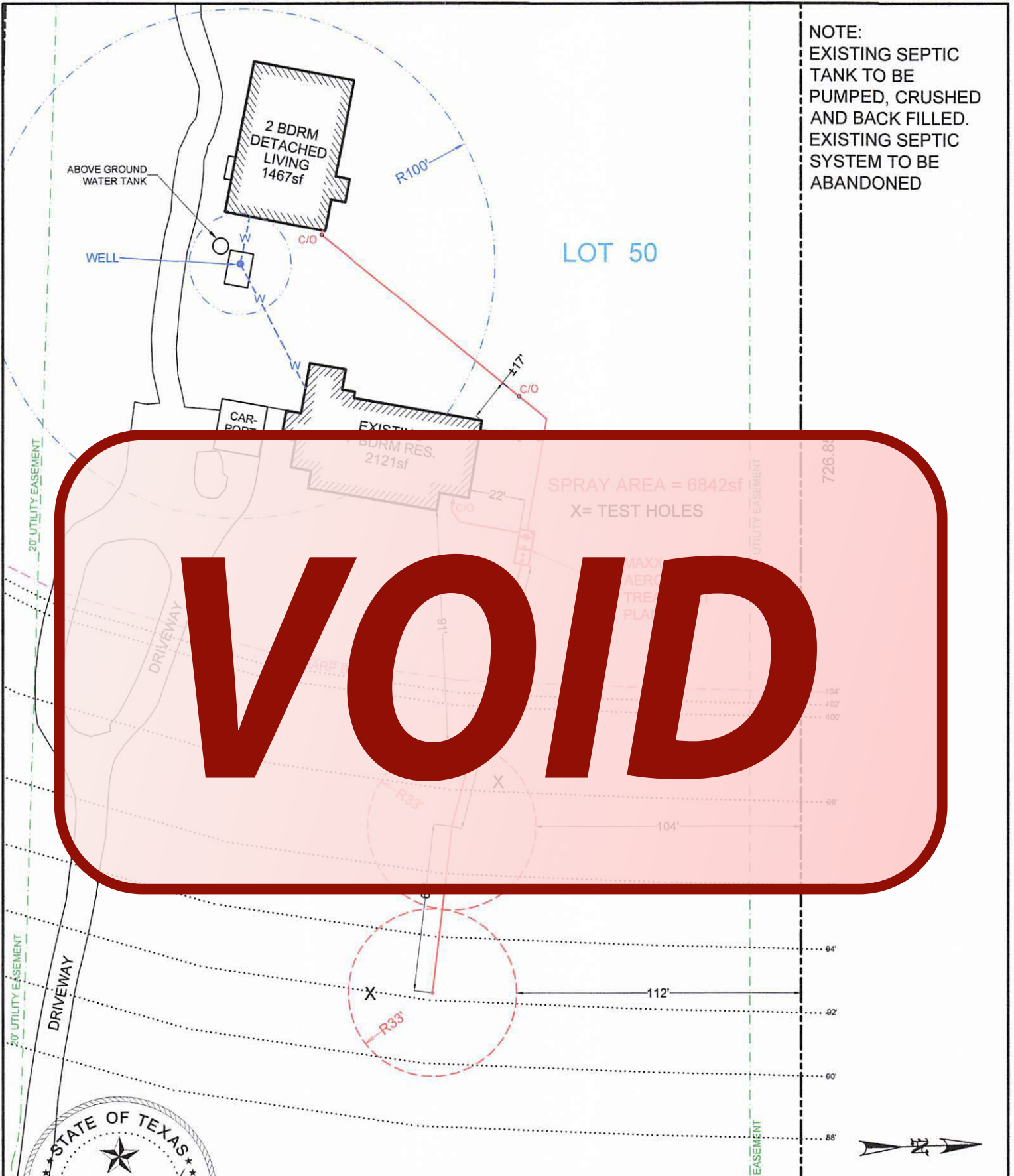
| **Brandon Olvera** | **Designated Representative OS0034792** |
| Comal County | www.cceo.org | f: 830-608-2078 | e: olverb@co.comal.tx.us |

NOTE:
 EXISTING SEPTIC
 TANK TO BE
 PUMPED, CRUSHED
 AND BACK FILLED.
 EXISTING SEPTIC
 SYSTEM TO BE
 ABANDONED

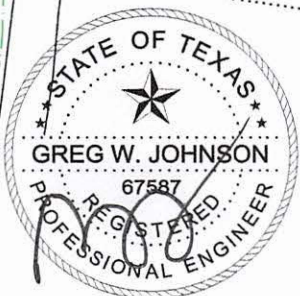


OWNER: REBECCA JAYNE & CHARLES THOMAS SPENCER		DRAWN BY: EJS III	
STREET ADDRESS: 402 ELM HOLLOW DRIVE			
LEGAL DESC: ELM VALLEY	UNIT/SECTION/PHASE: 3	BLOCK:	LOT: 50
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=100'	DATE: 12/10/2024	REVISED: 12/11/2024

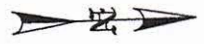
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 AND BACK FILLED.
 EXISTING SEPTIC
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VOID



OWNER: REBECCA JAYNE & CHARLES THOMAS SPENCER		DRAWN BY: EJS III	
STREET ADDRESS: 402 ELM HOLLOW DRIVE			
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PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=50'	DATE: 12/10/2024	REVISED: 12/11/2024



Preserve Title Company LLC

GF# 061086 PICS

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: September 10, 2024

Grantor: Mark Harris and Angela Harris

Grantor's Mailing Address: 23511 Bainford Ct
(including county) Katy, Fort Bend County, TX 77494

Grantee: Rebecca Jayne Spencer and Charles Thomas Spencer

Grantee's Mailing Address: 2062 Comal Springs
(including county) Canyon Lake, Comal County, TX 78133

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration and a note of even date in the principal amount of Seven Hundred Seventy-One Thousand Four Hundred and no/100 DOLLARS (\$771,400.00) executed by Grantee payable to the order of Pennymac Loan Services, LLC. The note is secured by a vendor's lien retained in favor of Pennymac Loan Services, LLC in this deed and by a deed of trust of even date from Grantee to Devlin & Avant, P.C., Trustee.

Property (including any improvements):

Lot 50, Elm Valley Subdivision, Unit 3, situated in Comal County, Texas, according to the map or plat thereof recorded in Volume 10, Page 269, Map and Plat Records, Comal County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made subject to any easements, conditions, mandatory homeowners assessments and/or restrictions of record affecting the title to the hereinbefore described property .

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

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

Pennymac Loan Services, LLC, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described above. The vendor's lien and superior title to the property are retained for the benefit of Pennymac Loan Services, LLC and are transferred to that party without recourse on Grantor.

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

Mark Harris
Mark Harris

Angela Harris
Angela Harris

THE STATE OF TEXAS

(Acknowledgment)

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 10th day of September, 2024

by Mark Harris

Notary Public: check the appropriate box - and only one box - as applicable to this notarial act:

- This notarial act is a traditional notarization. The person(s) acknowledging is/are physically appearing before me.
- This notarial act is an online notarization. The person(s) acknowledging is/are appearing before me by an interactive two-way audio and video communication that meets the online notarization requirements under Subchapter C, Chapter 406, TX Government Code, and rules adopted under that subchapter.

Chandra J. Watson
Notary Public, State of Texas

Chandra J. Watson
Notary's Name (printed)

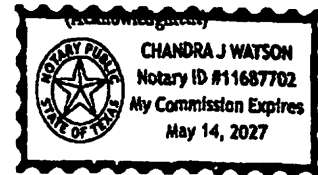
05/14/2027
Notary's commission expires

THE STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me on the 10th day of September, 2024

by Angela Harris



Notary Public: check the appropriate box - and only one box - as applicable to this notarial act:

- This notarial act is a traditional notarization. The person(s) acknowledging is/are physically appearing before me.
- This notarial act is an online notarization. The person(s) acknowledging is/are appearing before me by an interactive two-way audio and video communication that meets the online notarization requirements under Subchapter C, Chapter 406, TX Government Code, and rules adopted under that subchapter.

Chandra J. Watson
Notary Public, State of Texas

Chandra J. Watson
Notary's Name (printed)

05/14/2027
Notary's commission expires

AFTER RECORDING RETURN TO:

Rebecca Jayne Spencer
2062 Comal Springs
Canyon Lake, TX 78133

PREPARED IN THE LAW OFFICE OF:

MORTON W. BAIRD II
242 W. Sunset, Suite 201
San Antonio, Texas 78209

Filed and Recorded

Official Public Records

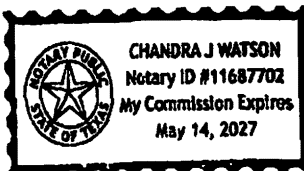
Bobbie Koepf, County Clerk

Comal County, Texas

09/11/2024 10:23:27 AM

TERRI 2 Pages(s)

202406027385

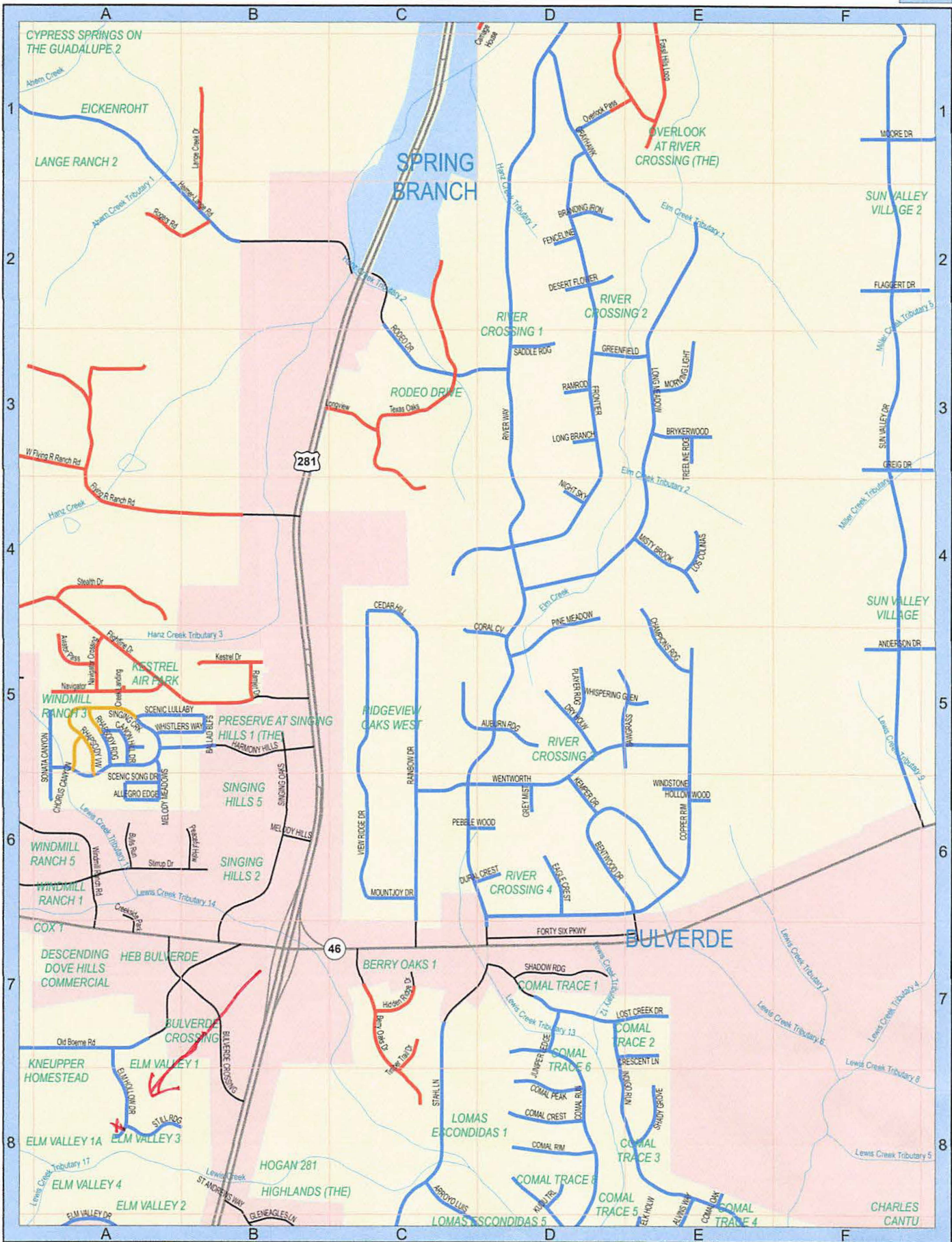


Revised 10-05



Bobbie Koepf

SEE PAGE 6



SEE PAGE 40

SEE PAGE 53

