

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						

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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: 118389
Issued This Date: 03/14/2025
This permit is hereby given to: JEFFREY & ELISSA PELTON

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

1424 POWDER RIDGE RD
NEW BRAUNFELS, TX 78132

Subdivision: VINTAGE OAKS AT THE VINEYARD
Unit: 28
Lot: 2201R
Block: 0
Acreage: 6.5500

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.



ON-SITE SEWAGE FACILITY APPLICATION

REVISED

1:07 pm, Jun 11, 2025

NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

Date 01/13/2025

Permit Number 118389

1. APPLICANT / AGENT INFORMATION

Owner Name Jeffrey & Elissa Pelton
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 VINTAGE OAKS AT THE VINEYARD Unit 28 Lot 2201R Block

Survey Name / Abstract Number Acreage

Address 1424 Powder Ridge Rd City New Braunfels State TX Zip 78132

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) HOUSE + Garage w/ Sink

Number of Bedrooms 6

Indicate Sq Ft of Living Area 4968

☐ 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: \$ 1,804,678.00 (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

Jeffrey & Elissa Pelton

Date

28 Jan 25



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

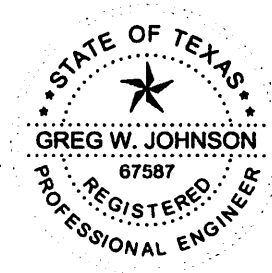
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)

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

January 16, 2025
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):

28

UNIT/PHASE/SECTION _____ BLOCK 2201R LOT _____ VINTAGE OAKS AT THE VINEYARD SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): Jeffrey & Elissa Pelton

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 28 DAY OF January, 2025Elissa Pelton

Elissa Pelton

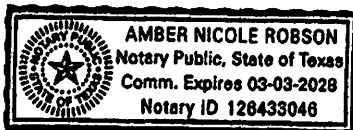
Jeffrey Pelton
Owner(s) signature(s)

Jeffrey Pelton

Owner (s) Printed name (s)

Elissa and Jeffrey PeltonSWORN TO AND SUBSCRIBED BEFORE ME ON THIS 28 DAY OFJanuary, 2025Amber Nicole Robson

Notary Public Signature...



(Notary Seal Here)

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/10/2025 02:15:39 PM
TAMMY 1 Pages(s)
202506003840

Bobbie Koepp

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer Jeffrey & Elissa Pelton
Site Address 1424 Powder Ridge
City New Braunfels, TX Zip 78132
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 Jeffrey & Elissa Pelton (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:

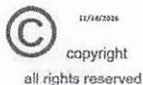
Contractor will:

- 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 within two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

JPB
ERP

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):

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

ggp
cap

Customer's Initials



RC

Contractor's Initials

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

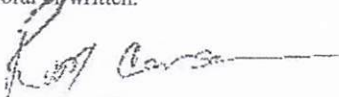
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

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


XVI. Entire Agreement:

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

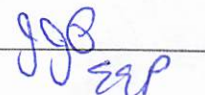


Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036


Customer Signature

1-28-25
Date


Customer's Initials

© 2014/2015
copyright
all rights reserved

RC

Contractor's Initials

Greg W. Johnson, P.E.
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

January 16, 2025

Comal County Office of Environmental Health
195 David Jonas Drive
New Braunfels, Texas 78132-3760

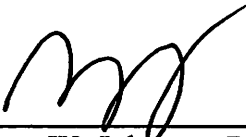
RE- SEPTIC DESIGN
1424 POWDER RIDGE ROAD
VINTAGE OAKS AT THE VINEYARD, UNIT 28, LOT 2201R
NEW BRAUNFELS, TX 78132
PELTON RESIDENCE

Brandon /Brenda,

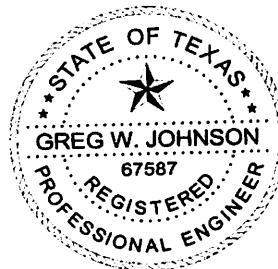
The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

Temporary erosion and sedimentation controls should be utilized as necessary prior to construction. If any sensitive feature (caves, solution cavities, sink holes, etc.) is discovered during construction, activities must be suspended immediately and the applicant or his agent must immediately notify the TCEQ Regional Office. After that operations can only proceed after the Executive Director approves required additional engineered impact plans.

Designed in accordance with Chapter 285, Subchapter D, §285.40, 285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

 01/16/25

Greg W. Johnson, P.E. No. 67587 / F#2585
170 Hollow Oak
New Braunfels, Texas 78132 - 830/905-2778



ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: January 15, 2025

Site Location: VINTAGE OAKS at the VINEYARD, UNIT 28, LOT 2201R

Proposed Excavation Depth: N/A

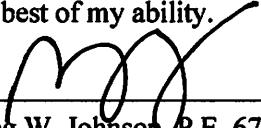
Requirements:

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						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 4"	BROWN
1						
2						
3						
4						
5						

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
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

01/15/25

Date

REVISED

1:08 pm, Jun 11, 2025

LOT 2201R

MAXX AIR M-800
AEROBIC TREATMENT
PLANT

SLEEVE SEPTIC LINES WITH
SCH-40 WITHIN 5' AND UNDER
SIDEWALK / PATIO

6 BDRM RES.
4968sf

SPRAY AREA = 6842sf

X= TEST HOLES

F.M. 2722

20' UTILITY EASEMENT

10' UTILITY EASEMENT

DRIVEWAY

3/12/2025

10' UTILITY EASEMENT

253.61'

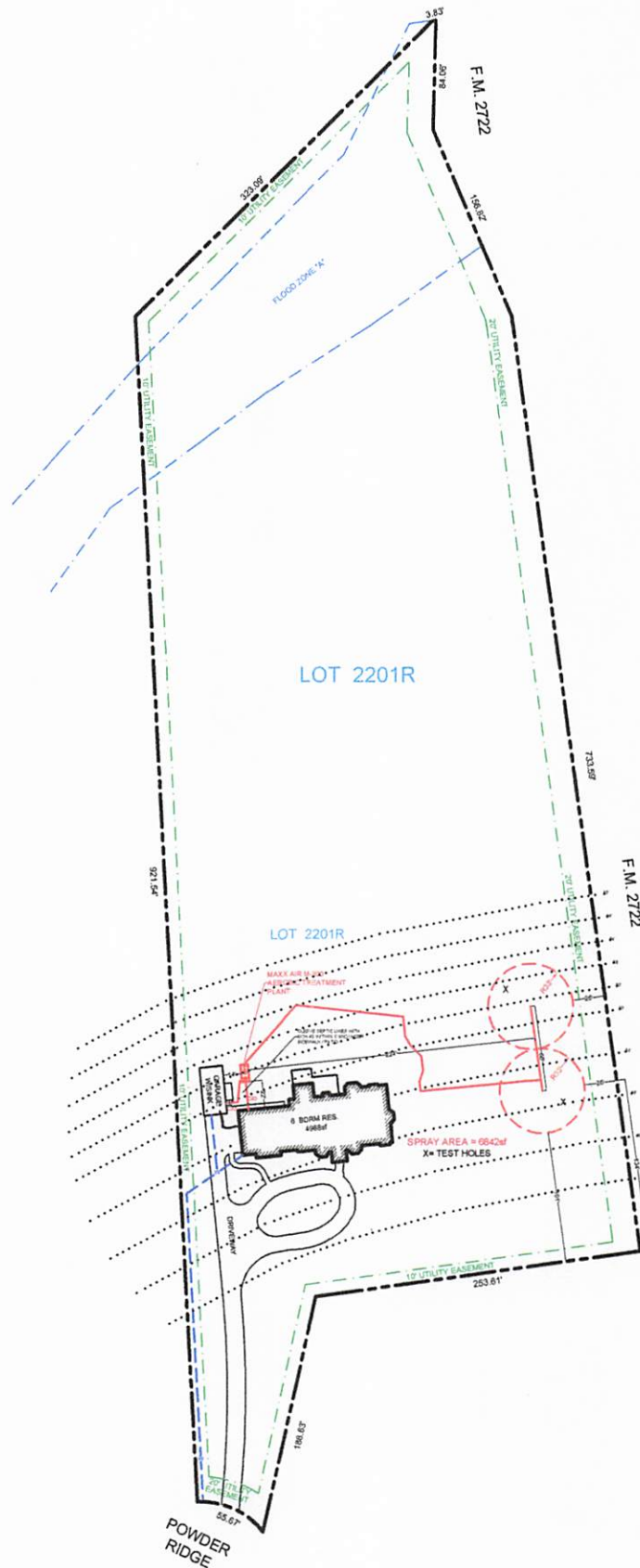


OWNER: JEFFREY & ELISSA PELTON					DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD						
LEGAL DESC: VINTAGE OAKS at the VINEYARD				UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=50'	DATE: 1/16/2025		2nd REVISION: 6/3/2025	

REVISED

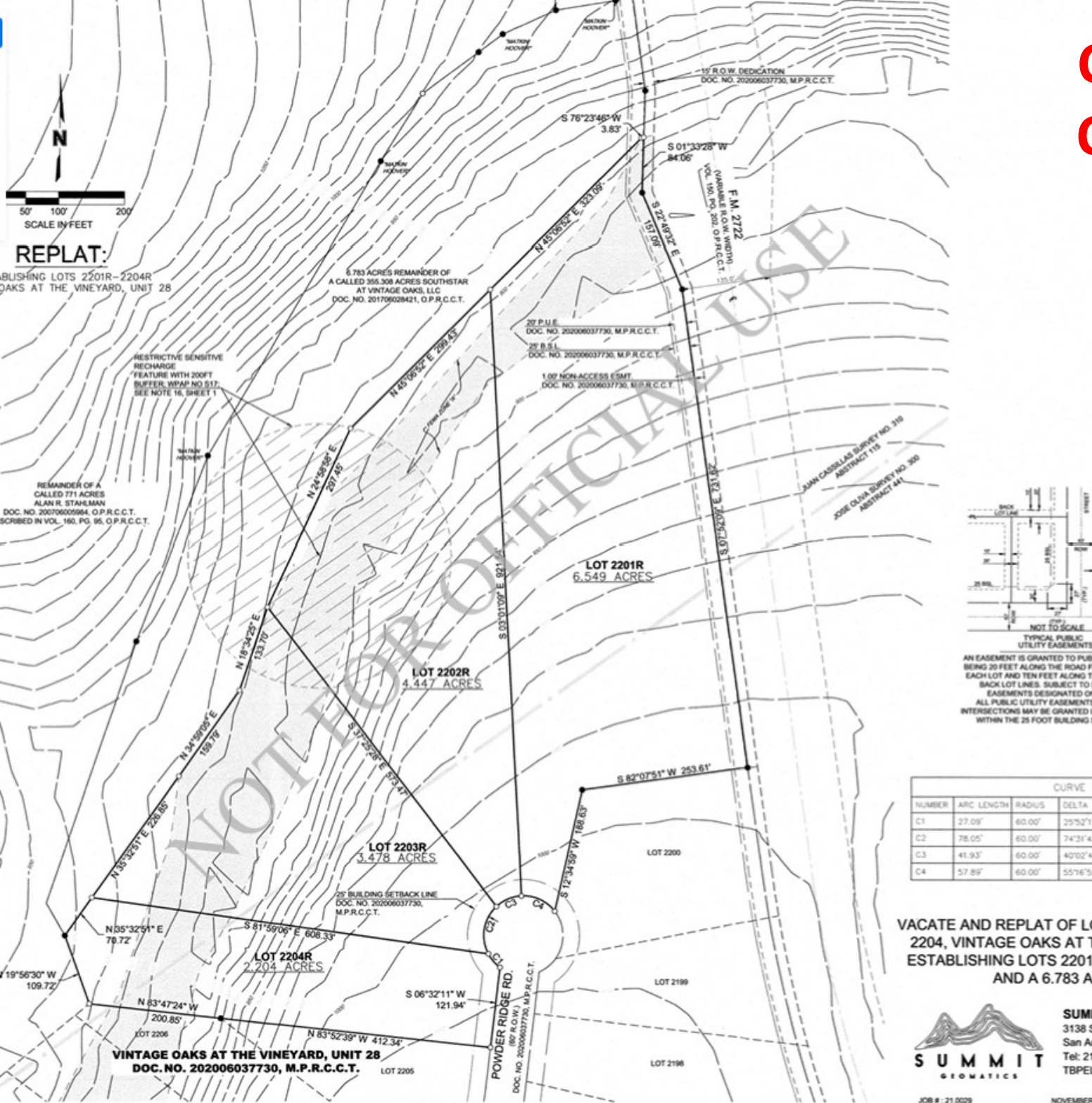
1:32 pm, Jun 11, 2025

#118389



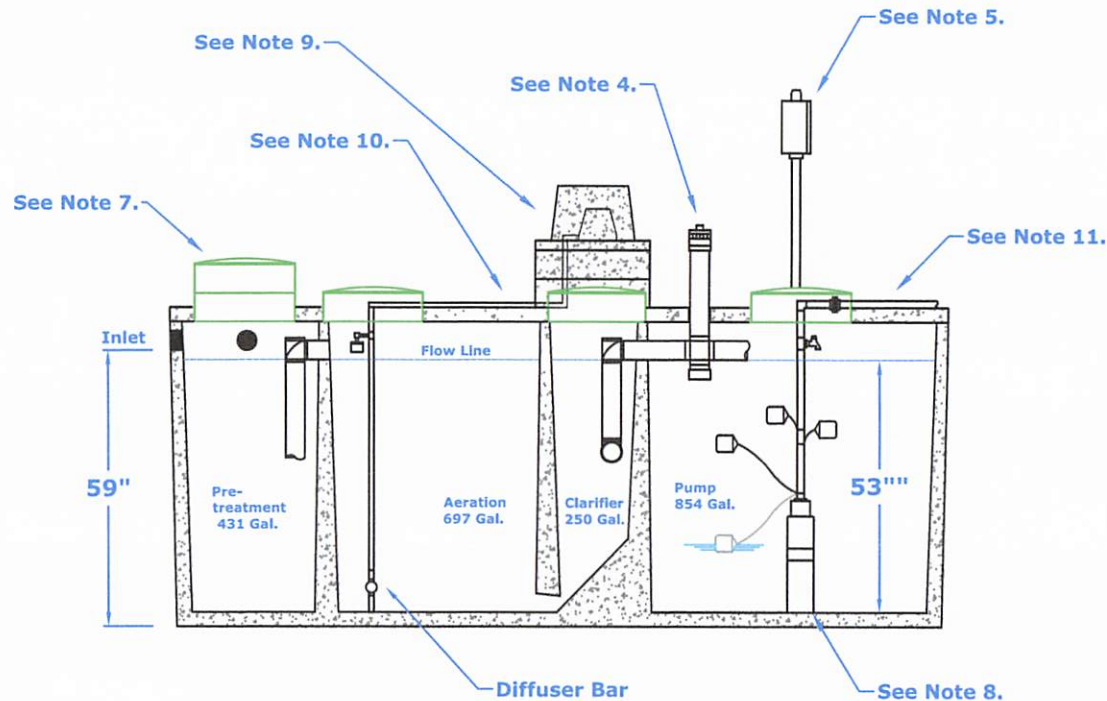
OWNER: JEFFREY & ELISSA PELTON					DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD						
LEGAL DESC: VINTAGE OAKS at the VINEYARD				UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: N.T.S.	DATE: 1/16/2025		2nd REVISION: 6/3/2025	

CCEO
COPY



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

01/16/25

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

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

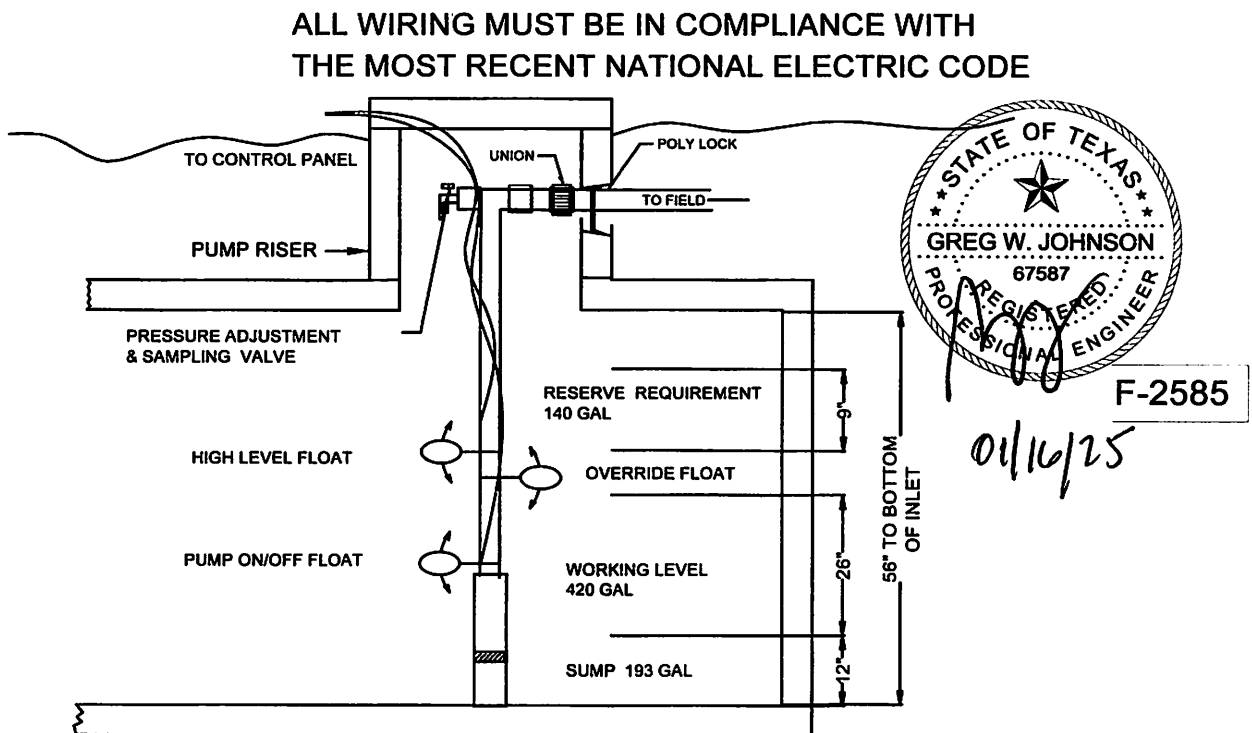
TANK NOTES:

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

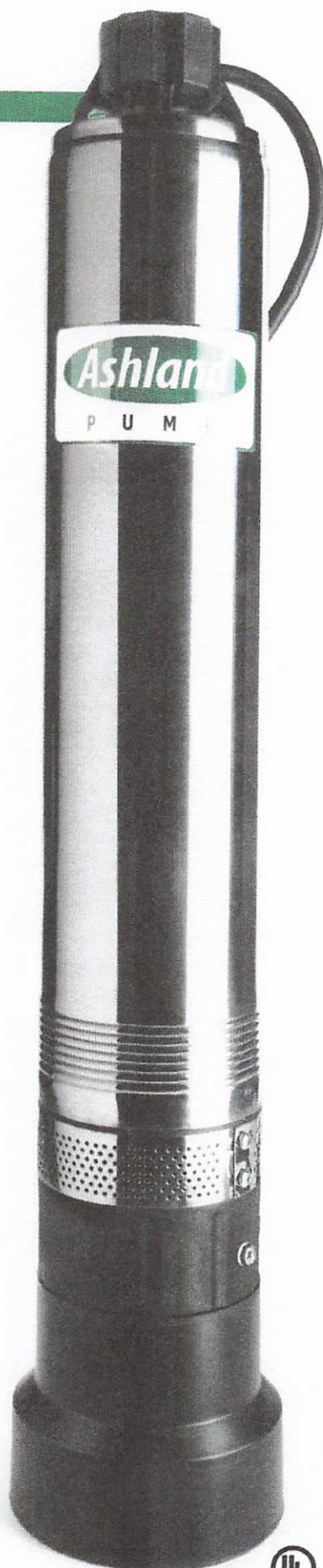
- Filtered Effluent Water Pumping
- Gray Water Pumping
- Water Feature / Aeration Applications
- Rain Water Basin Applications

FEATURES

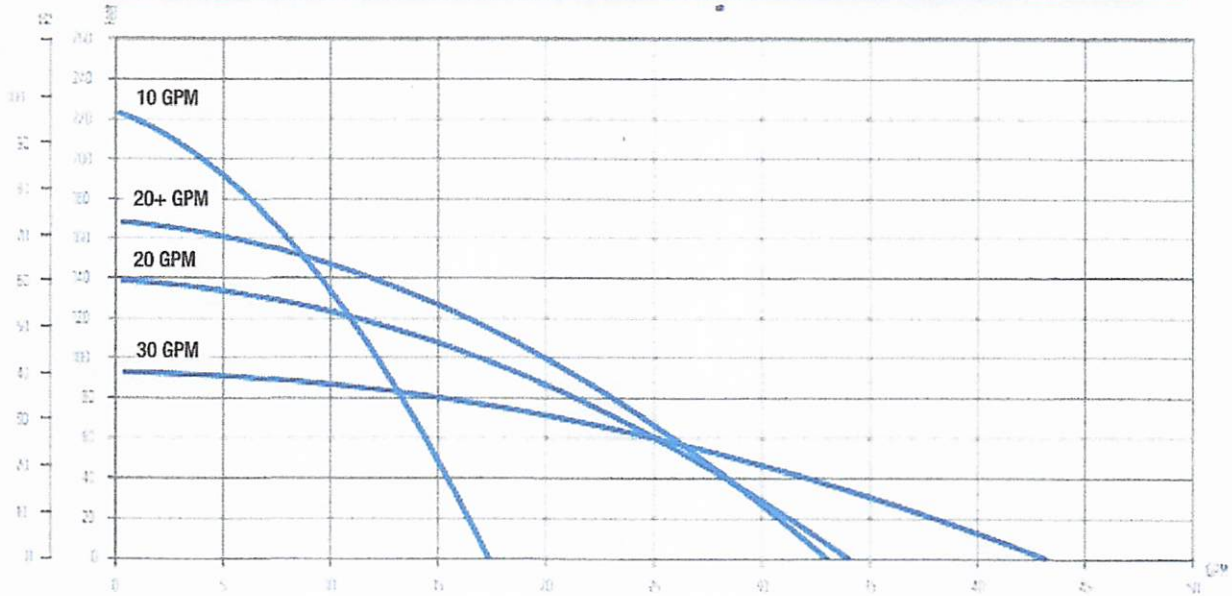
- Bottom suction design for maximum drawdown
- Able to pass 1/8" solids
- Available in 10, 20 and 30 GPM flow rates
- 1/2 HP, 115V and 230V single phase motors
- Heavy duty discharge with stainless steel internal threads
- 600 Volt, 10' SJ00W jacketed lead
- High shut-off pressure
- Quiet operation
- 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

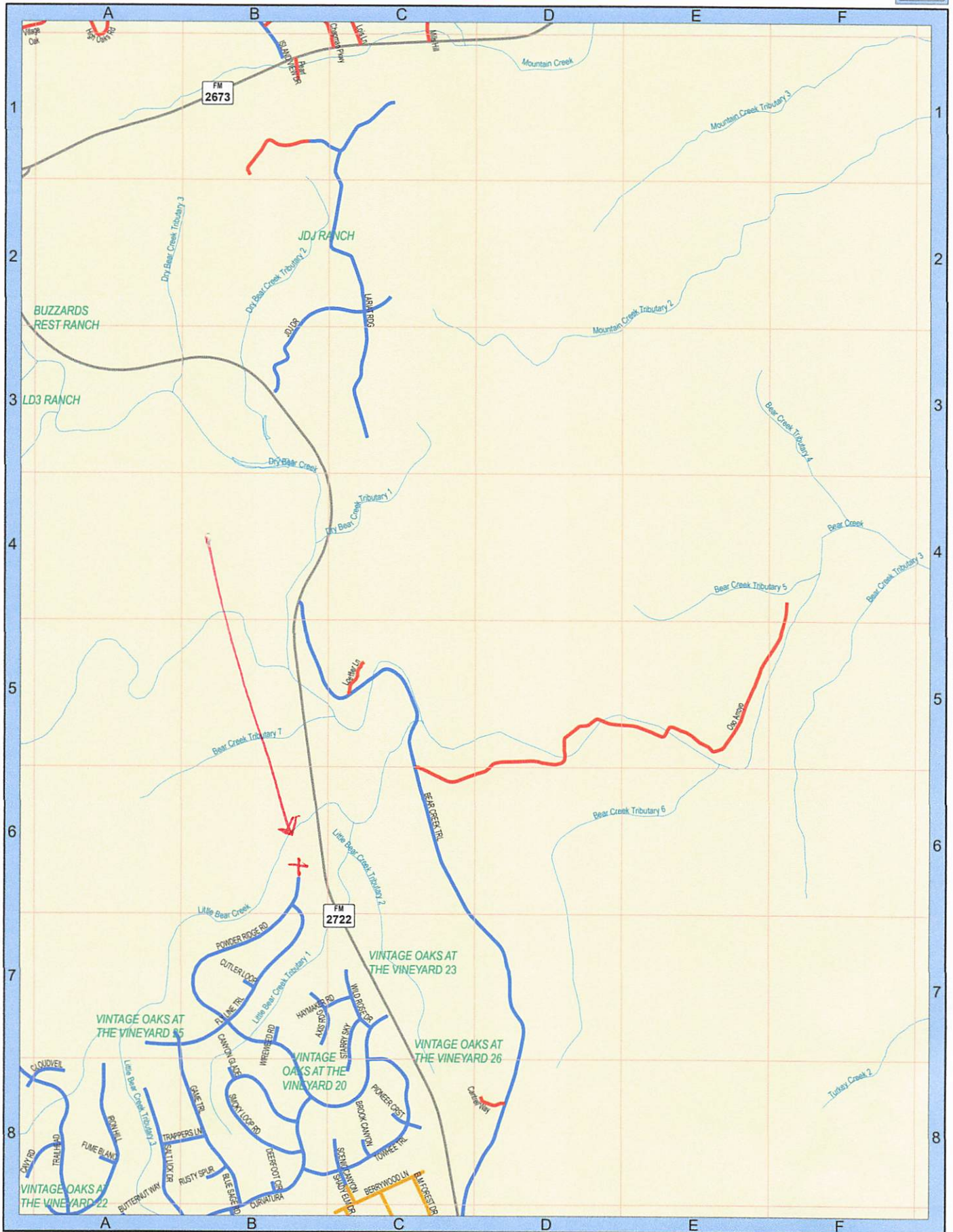
P U M P

Honest, Professional, Dependable

1899 Cottage Street, Ashland, Ohio 44805

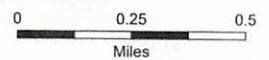
Telephone: 855 281-6830 • Fax: 877 326-1994 • ashlandpump.com

SEE PAGE 40

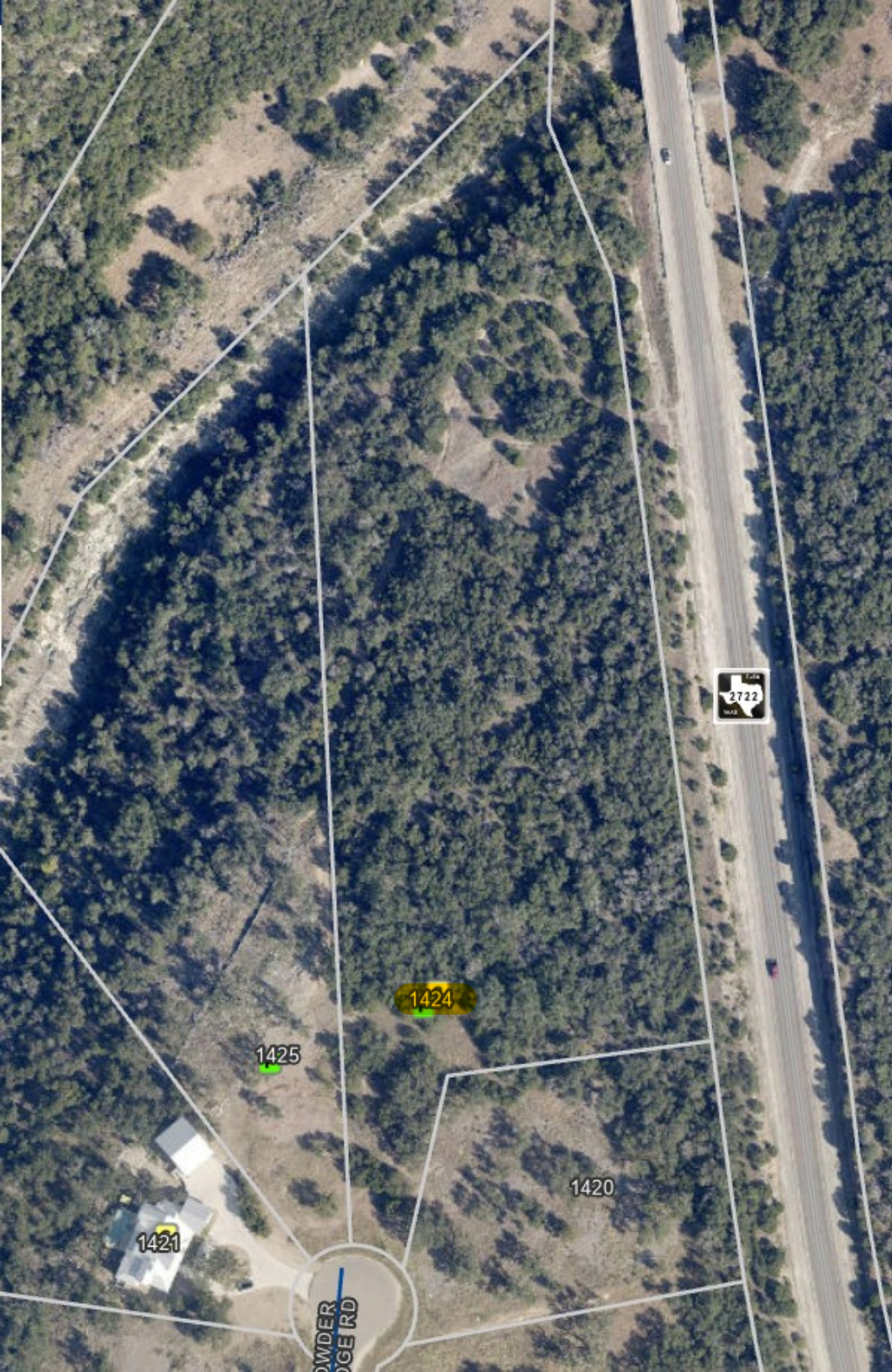


SEE PAGE 44

SEE PAGE 57



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From: [Ritzen,Brenda](#)
To: [Greg Johnson](#)
Cc: [Traci Field](#)
Subject: RE: 1424 POWDER RIDGE RD - PETLTON #118339
Date: Wednesday, June 11, 2025 1:40:00 PM
Attachments: [image001.png](#)

Greg,

The permit file has been updated.

Thank you,



Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org

From: Greg Johnson <gregjohnsonpe@yahoo.com>
Sent: Wednesday, June 11, 2025 9:37 AM
To: Ritzen,Brenda <rabbjr@co.comal.tx.us>
Cc: Traci Field <traci@psseptics.com>
Subject: 1424 POWDER RIDGE RD - PETLTON #118339

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- Comal IT

REVISED TANK LOCATION AND HAND SINK FROM GARAGE.
THX,
GREG

Send for Greg W. Johnson, P.E., R.S.)
170 Hollow Oak
New Braunfels, TX 78132



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE TREATMENT SYSTEM APPLICATION

VOID

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

Date 01/13/2025

Permit Number 118389

1. APPLICANT / AGENT INFORMATION

Owner Name Jeffrey & Elissa Pelton
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 VINTAGE OAKS AT THE VINEYARD Unit 28 Lot 2201R Block
Survey Name / Abstract Number Acreage
Address 1424 Powder Ridge Rd City New Braunfels State TX Zip 78132

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 6

Indicate Sq Ft of Living Area 4968

☐ 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: \$ 1,804,678.00 (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

Page 1 of 2

Revised January 2021

REVISED

9:01 am, Mar 14, 2025

VOID

F.M. 2722

LOT 2201R

GARAGE

6 BDRM RES.
4968sf

DRIVEWAY

MAXX AIR M-800
AEROSOL TREATMENT

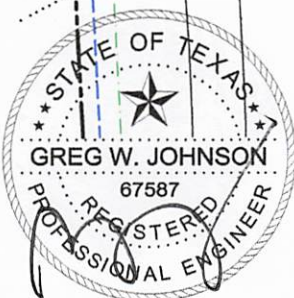
VOID

SPRAY AREA = 6842sf
X= TEST HOLES

3/12/2025

10' UTILITY EASEMENT

253.61'



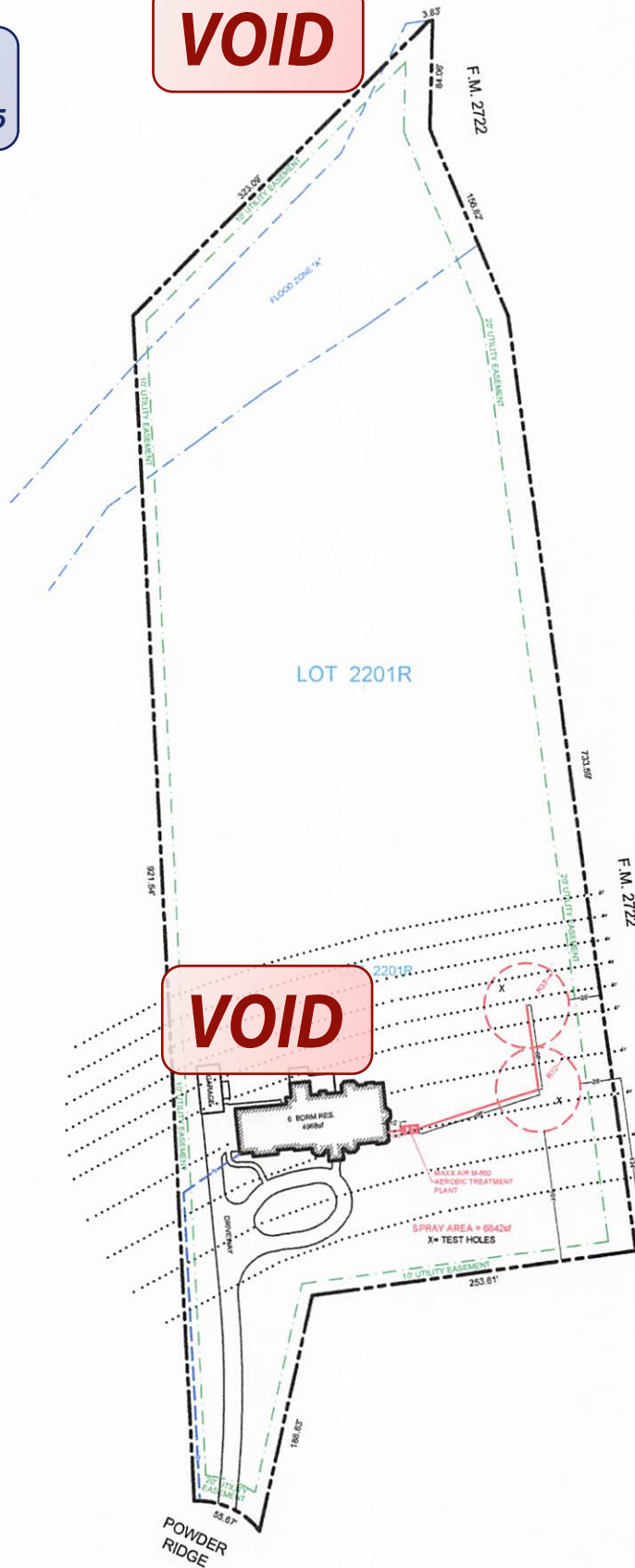
OWNER: JEFFREY & ELISSA PELTON					DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD						
LEGAL DESC: VINTAGE OAKS at the VINEYARD				UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=50'	DATE: 1/16/2025		REVISED: 3/12/2025	

REVISED

9:01 am, Mar 14, 2025

VOID

#118389



OWNER: JEFFREY & ELISSA PELTON					DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD						
LEGAL DESC: VINTAGE OAKS at the VINEYARD				UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: N.T.S.	DATE: 1/16/2025		REVISED: 3/12/2025	

From: [Ritzen,Brenda](#)
To: [Greg Johnson](#)
Cc: [Traci Field](#)
Subject: RE: Permit 118389 1424 POWDER RIDGE RD - PELTON
Date: Wednesday, March 12, 2025 9:00:00 AM
Attachments: [V & R 2201R.pdf](#)
[image001.png](#)

Greg,

According to the information I received thru our subdivision group, the attached is the current lot configuration. ✓

Thank you,



Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org

From: Greg Johnson <gregjohnsonpe@yahoo.com>
Sent: Wednesday, March 12, 2025 6:57 AM
To: Ritzen,Brenda <rabbjr@co.comal.tx.us>
Cc: Traci Field <traci@psseptics.com>
Subject: Re: Permit 118389 1424 POWDER RIDGE RD - PELTON

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- Comal IT

REVISED.
THX,
GREG

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

170 Hollow Oak

REVISED

11:46 am, Mar 12, 2025

#118389

VOID

LOT 2201R

VOID



OWNER: JEFFREY & ELISSA PELTON				DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD					
LEGAL DESC: VINTAGE OAKS at the VINEYARD			UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: N.T.S.	DATE: 1/16/2025	REVISED: 3/12/2025	

REVISED

11:46 am, Mar 12, 2025

VOID

F.M. 2722

LOT 2201R

20' UTILITY EASEMENT

GARAGE

6 BDRM RES.
4968sf

DRIVEWAY

MAYX AIR M 900
AEROBIC TREATMENT

VOID

SPRAY AREA = 6842sf

X= TEST HOLES

3/12/2025

10' UTILITY EASEMENT

268.61'



OWNER: JEFFREY & ELISSA PELTON				DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD					
LEGAL DESC: VINTAGE OAKS at the VINEYARD			UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=50'	DATE: 1/16/2025		REVISED: 3/12/2025

From: [Ritzen,Brenda](#)
To: ["\(gregjohnsonpe@yahoo.com\)"](#)
Cc: [Traci Field](#)
Subject: Permit 118389
Date: Tuesday, March 11, 2025 4:32:00 PM
Attachments: [image001.png](#)

Re: Jeffrey & Elissa Pelton
Vintage Oaks at the Vineyard Unit 2 Lot 2201R
Application for Permit for Authorization to Construct an On-Site
Sewage Facility (OSSF)

Greg :

The following information is needed before I can continue processing the referenced permit submittal:

- 1. The property configuration shown on the design does not match the approved vacate and replat for this property.**
- 2. Revise as needed and resubmit.**

Thank you,



Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org

REVISED

8:32 am, Mar 12, 2025

VOID

F.M. 2722

LOT 2201R

20' UTILITY EASEMENT

MAXX AIR M-800
AEROBIC TREATMENT
PLANT

SPRAY AREA = 6842sf

X= TEST HOLES

3/12/2025

10' UTILITY EASEMENT

268.61'



OWNER: JEFFREY & ELISSA PELTON				DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD					
LEGAL DESC: VINTAGE OAKS at the VINEYARD			UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=50'	DATE: 1/16/2025		REVISED: 3/12/2025

#118389

REVISED

8:31 am, Mar 12, 2025

VOID

LOT 2201R

LOT 2201R

POWDER
RIDGE



OWNER: JEFFREY & ELISSA PELTON		DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD			
LEGAL DESC: VINTAGE OAKS at the VINEYARD	UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 1/16/2025	REVISED: 3/12/2025

VOID

LOT 2201R

LOT 2201R

VOID



OWNER: JEFFREY & ELISSA PELTON

DRAWN BY: EJS III

STREET ADDRESS: 1424 POWDER RIDGE ROAD

LEGAL DESC: VINTAGE OAKS at the VINEYARD

UNIT/SECTION/PHASE:

BLOCK:

LOT:	2201R
------	-------

PREPARED BY: GREG W. JOHNSON, P.E. F#002585

SCALE: N.T.S.

DATE: 1/16/2025

REVISÉ:

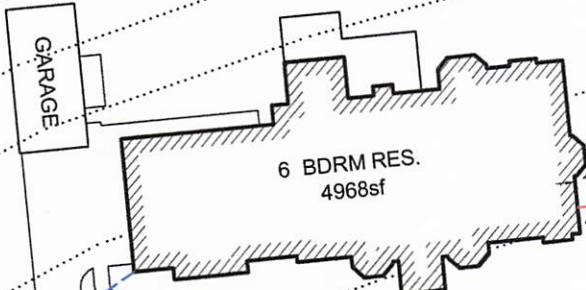


VOID

F.M. 2722

LOT 2201R

20' UTILITY EASEMENT



MAXX AIR M-800
AEROBIC TREATMENT
PLANT

SPRAY AREA = 6842sf
X= TEST HOLES

VOID



OWNER: JEFFREY & ELISSA PELTON					DRAWN BY: EJS III	
STREET ADDRESS: 1424 POWDER RIDGE ROAD						
LEGAL DESC: VINTAGE OAKS at the VINEYARD				UNIT/SECTION/PHASE: 28	BLOCK:	LOT: 2201R
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=50'	DATE: 1/16/2025		REVISED:	

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

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§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF COMAL

GRANTOR: SOUTHSTAR AT VINTAGE OAKS, LLC
2055 Central Plaza, Suite 110 – Box 195
New Braunfels, Texas 78130

GRANTEE: JEFFREY PELTON and ELISSA PELTON, husband and wife
1407 Preserve Lane
Fredericksburg, Virginia 22401

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it in hand paid by Grantee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the said Grantees, the following described property, to-wit:

Lot 2201R, VINTAGE OAKS AT THE VINEYARD, UNIT 28, Comal County, Texas, according to replat thereof recorded in Document No. 202206000491, Map and Plat Records of Comal County, Texas (hereinafter referred to as the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging to Grantor, unto Grantee, its heirs and assigns forever; and Grantor does hereby bind itself, its heirs, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

IT IS expressly UNDERSTOOD, ACKNOWLEDGED and AGREED that Grantor hereby RESERVES and EXCEPTS from this conveyance all oil, gas and other minerals of any type or form including all rights to ingress and egress as well as other rights appurtenant to the minerals and the mineral estate owned by Grantor, and does not transfer the minerals and the appurtenant rights thereto to Grantee.

THIS CONVEYANCE IS MADE AND ACCEPTED by Grantee SUBJECT TO (i) taxes for the current year, which have been prorated as of the date of closing, the payment of which Grantee assumes; (ii) all subsequent tax assessments for the current year the payment of which Grantee assumes; (iii) the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard filed in the Official Real Property Records, Comal County, Texas, all other restrictions, covenants, conditions, easements, reservations, leases, mineral severances, and other instruments that affect the Property and as may or may not be shown in the public records of Comal County, Texas; (iv) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the Property and (v) the items listed below as Permitted Exceptions:

1. Subject to the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard, recorded at Clerk's Document No. 200706000771, annexed by Document No. 202006038426, Document No. 200706018620, Document No. 201106044284, Document No. 201206016339, Document No. 201206032310, Document No. 201406032083, Document No. 201406037322, Document No. 201606000890, Document No. 201606020343, Document No. 201606034595, Document No. 201706008119, Document No. 201706014965, Document No. 201706028668, Document No. 201706050096, Document No. 201706050099, Document No. 201706050125, Document No. 201706050104, Document No. 202206012657, Document No. 202206036765, Document No. 202206053304, Document No. 202206053376, Document No. 202206053377, Document No. 202206053399, Document No. 202206053386, Document No. 202306040310, Document No. 202306023082, Document No. 202306040312, Official Public Records of Comal County, Texas.

2. Subject to those items, restrictions, building setback lines, easements and Notes shown on the plat recorded in Document # 202206000491, Official Map and Plat Records of Comal County, Texas as well as those setbacks included/described in the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard and contained in the Architectural and Site Guidelines for Vintage Oaks recorded at Document #201606020343, and Document #201606008119 (Design Guidelines), Official Public Records, Comal County, Texas:

- a. Subject to a building setback line from the front and rear property lines.
- b. Subject to a 10-foot side property line building setback except on corner lots wherein the street-side corner shall have a 25-foot setback;
- c. Subject to a 10-foot wide Public Utility and Drainage easement adjacent to all non-street lot lines.
- d. Subject to Public Utility Easement, 20-feet from the front property line and 10 feet from the side and rear property lines.

3. Easements, setback lines and other matters as shown on plat recorded in Document No. 202006037730, Map and Plat Records of Comal County, Texas.

4. Channel Easement to the State of Texas recorded in Volume 143, Page 204, Official Public Records of Comal County, Texas.

5. Mineral Reservation provided in instrument recorded in Document No. 201706048421, Official Public Records of Comal County, Texas.

6. Edwards Aquifer Protection plans recorded in Document No. 200806028296, Document No. 201406023164, Official Public Records of Comal County, Texas.

7. Terms and provisions of Declaration for Vintage Oaks at The Vineyard, recorded in Document No. 200706000771 and Document No. 202006038426, Official Records of Comal County, Texas.

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

EXECUTED on the 28 day of March, 2024.

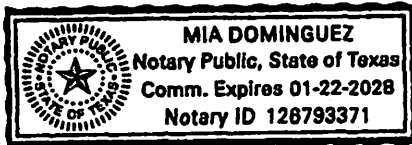
SOUTHSTAR AT VINTAGE OAKS, LLC
a Texas limited liability company

By: [Signature]
Thad Rutherford, Senior Vice President-
Operations

ACKNOWLEDGMENT

STATE OF TEXAS §
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COUNTY OF Comal §

This Special Warranty Deed with Vendor's Lien was acknowledged before me on the 28 day of March, 2024, by Thad Rutherford, Senior Vice President-Operations of SOUTHSTAR AT VINTAGE OAKS, LLC, Grantor in the above instrument on behalf of said entity.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
03/28/2024 01:08:24 PM
TERRI 3 Pages(s)
202406009284



Bobbie Koepp



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION 'CHECKLIST

Staff will complete shaded items

		118389
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

02/16/2025

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

(Missing Items Circled, Application Refused)