

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

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

5/19/25 CA: Remove building debris from spray radius in between structures. Spray head nearest detached structure will be spraying on deck supports. Deck supports at 24 feet. Radius states 26 ft
7/1/25 CH: Spray radius closest to detached structure has been relocated to avoid hitting porch support, operational, spray areas cleared and vegetated

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 118402
Issued This Date: 04/01/2025
This permit is hereby given to: Carrie Pugh-Auster & Chris Auster

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

925 COUGAR DR
CANYON LAKE, TX 78133

Subdivision: El Dorado Heights
Unit: 2
Lot: 63
Block: 0
Acreage: 0.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

RECEIVED

By Brandon Olvera at 8:40 am, Apr 29, 2025



COMAL COUNTY

ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

--	--

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.

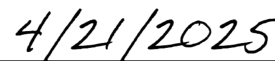
OSSF Permit

- ☐ 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



Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

___ (Missing Items Circled, Application Refused)



RECEIVED

By Brandon Olvera at 8:40 am, Apr 29, 2025

Date _____

Permit Number _____

1. APPLICANT / AGENT INFORMATION

Owner Name _____

Agent Name _____

Mailing Address _____

Agent Address _____

City, State, Zip _____

City, State, Zip _____

Phone # _____

Phone # _____

Email _____

Email _____

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____

Survey Name / Abstract Number _____ Acreage _____

Address _____ City _____ State _____ Zip _____

3. TYPE OF DEVELOPMENT

☐ Single Family Residential

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

Number of Bedrooms _____

Indicate Sq Ft of Living Area _____

☐ Non-Single Family Residential

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility _____

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants _____

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds _____

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

Estimated Cost of Construction: \$ _____ (Structure Only)

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

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

Source of Water ☐ Public ☐ Private Well ☐ Rainwater

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Signature of Owner _____

Date _____

4/21/2025



Planning Materials & Site Evaluation as Required Completed By _____

System Description _____

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

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

Gallons Per Day (As Per TCEQ Table III) _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If yes, indicate the city: _____

By signing this application, I certify that:

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

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



Signature of Designer

4/21/2025

Date

4/CB



202306000300 01/03/2023 03:31:37 PM 1/1

COUNTY OF COMAL
STATE OF TEXAS

AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

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

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

LOT 63, EL DORADO HEIGHTS UNIT 2

The property is owned by (Insert owner's full name): CARRIE PUGH -AUSTER & CHRIS AUSTER

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

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

WITNESS BY HAND(S) ON THIS 29th DAY OF December 2022

Chris Auster
Owner(s) signature(s)

CHRIS AUSTER
CARRIE PUGH AUSTER
(PRINTED NAME)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 29th DAY OF December 2022

Gloria Ramsey
Notary Public, State of Texas
Notary's Printed Name: Gloria Ramsey
My Commission Expires: 2-10-25



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
01/03/2023 03:31:37 PM
LAURA 1 Page(s)
202306000300



Bobbie Koepp

RECEIVED

By Brandon Olvera at 8:42 am, Apr 29, 2025

AFFIDAVIT OF A SINGLE FAMILY RESIDENCE

THE COUNTY OF Orange
STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared Carrie Pugh-Auster

_____, who after being duly sworn, upon oath states that he/ she is the owner of record of those certain tracts or parcels of land lying and being situated in Comal County, Texas, and being more particularly described as follows:

El Dorado Heights, Unit 2, Lot 63

The undersigned further states the following described structures 4 BR house & 1 BR Casita

on the said residential property are for one family and are routinely used only by members of the household of that one family.

WITNESS BY HAND(S) ON THE 4 DAY OF April, 2025

[Signature]

Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS
4 DAY OF April, 2025

[Signature]

Notary Signature

Notary's Printed Name: Gloria Ramsey

My Commission Expires: 2-10-29



RECEIVED

By Brandon Olvera at 9:15 am, Apr 01, 2025



Routine Maintenance and Inspection Agreement

General

This Work for Hire Agreement (hereinafter referred to as this "Agreement") is entered into by and between Carrie Pugh-Auster & Chris Auster (referred to as "Client") and 311 Maintenance LLC (Frank Oranday MP0002506) (hereinafter referred to as "Contractor") (210) 823-3477. By this Agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein. This contract will provide for all required inspections, testing and service for your Aerobic Treatment System. The effective date of the initial maintenance contract shall be the date the License to Operate is issued. This contract will be in effect FROM: LTO TO: 2 Years. The policy will include the following:

1. 3 inspections a year/services calls (at least one every 4 months), for a total of 6 over the two year period including inspection, adjustment and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, and diffuser operation. Any alarm situation affecting the proper function of the Aerobic process will be addressed within a 48-hour time Frame. Repair work on non-warranty parts will include price for parts & labor. The prices will be quoted before work is performed.
2. An effluent quality inspection consisting of a visual check for color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified immediately in writing of the conditions and estimated date of correction.
4. The customer is responsible for the chlorine tablets; they must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will be covered by this policy.

The Homeowners Manual must be strictly followed or warranties are subject to invalidation. **Pumping of sludge build-up is not covered by this policy and will result in additional charges.**

ACCESS BY CONTRACTOR

The Contractor or anyone authorized by the Contractor may enter the property at reasonable times without prior notice for the purpose of the above described Services. The contractor may access the System components including the tanks by means of excavation for the purpose of

RECEIVED

By Brandon Olvera at 9:15 am, Apr 01, 2025

evaluations if necessary. Soil is to be replaced with the excavated material as best as possible. If dogs or pets are not brought indoors during service, there will be a penalty fee for rescheduling.

Termination of Agreement

Either party may terminate this agreement within ten days written notice in the event of substantial failure to perform in accordance with its terms by the other party without fault of the terminating party. If this Agreement is so terminated, **the Contractor will immediately notify the appropriate health authority of the termination.**

Limit of Liability

The Contractor shall not be held accountable for indirect, consequential, incidental, or punitive damages, regardless of whether the basis is contractual, tortious, or any other legal theory. Furthermore, under no circumstances shall the Contractor's responsibility for direct damages surpass the total price specified for the services outlined in this Agreement.

Severability

If any provision of this Agreement 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 this 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.

Renewal

A renewal service contract should be activated before expiration (2 years) of existing contract. We will contact property owner prior to expiration of existing contract.

OWNER

Carrie Pugh-Auster & Chris Auster

Name

925 Cougar Drive

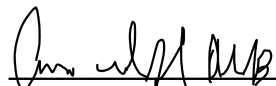
Address

Canyon Lake TX 78133

City, State

210.823.7768

Phone



Signature of Home Owner

SERVICE PROVIDER

311 Maintenance

Name

5355 FM 311

Address

New Braunfels, TX

City, State

(210) 823-3477

Phone



Signature of Service Provider and License #

MP0002506

EFFECTIVE DATE: LTO

EXPIRED DATE: 2 Years

INSTALLED:

Model #:

Blower/Panel Serial #:

FRANK ORANDAY
15008 Canterbury Rd.
Spring Branch, TX, 78070
(210) 510-8996

Comal County Engineer's Office
195 David Jonas Drive
New Braunfels TX, 78132

Re: variance request 925 Cougar Drive, Canyon Lake TX, 78133
To Environmental Health Board:

I am requesting a variance for the placement of the spray disposal area over 10 feet from the property line in accordance with TCEQ rules Chapter 285 Table X, but less than 20 that Comal County regulations require, because of limited space available.

Equivalent protection will be maintained by including a battery backup to the timer clock to assure that spray will only occur during pre-dawn hours. In my professional opinion, this variance will not pose a threat to the environment or public health, nor the possibility that wind will carry spray across property lines, causing an inconvenience to neighbors.

Sincerely,



02/14/2025

Frank Oranday R.S.

OSSF SOIL EVALUATION REPORT

Date: 02/14/2025
Applicant Information:
Name: Carrie Auster

Site Evaluator Information:
Name: Frank Oranday
Company:
Address: PO box 754
City, State, & Zip: Spring Branch TX, 78070

Phone: 210.510.8996
Email: frankoranday@gmail.com

Property Location:
Legal: 10463 Subdivision: *El Dorado Heights*
unit 2
Street/Road Address: 925 Cougar Drive
City: Canyon Lake, TX Zip: 78133
Additional Info: Comal County

Installer Information:
Name: Frank Oranday
Company: F.E.S Construction
Address: P.O. box 754
City, State, & Zip: Spring Branch TX, 78070
Email: frankoranday@gmail.com
Phone: 210.823.3477

Depth	Texture Class	Soil Texture	Structure (for Class III- blocky, platy or massive)	Drainage	Restrictive Horizon	Observation
Soil Boring #1 12"	III	0-12" Clay Loam 12"+ limestone	Blocky	<30% gravel		Bedrock
Soil Boring #2 12"	III	Same as above				

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO
Existing or proposed water well in nearby area: NO
Presence of adjacent ponds, streams, water impoundments: NO

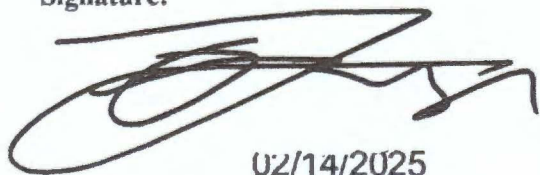
Presence of upper water shed: NO
Organized sewage service available to lot: NO

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

Site Evaluator:
NAME: Frank Oranday

License No.: OS-0035274 Exp: 3/31/2023
TDH:

Signature:



02/14/2025

RECEIVED

By Brandon Olvera at 8:48 am, Apr 29, 2025

DESIGN SPECIFICATIONS

925 Cougar Dr

Application Rate (Ra): .064

OSSF is designed for: Existing 4 BR house [1,847 Sq.Ft.] + 1BR Casita [700 Sq.Ft] = 2,547 Sq.Ft.

Wastewater Usage: 360 gal./day

An aerobic treatment unit w/ surface spray application is to be utilized based on the site evaluation

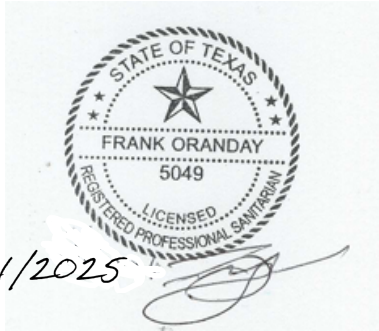
5,625 sq. ft. absorptive area required

600 gal/day. Aerobic treatment unit required

Calculations: Absorption Area: $Q/Ra = 360 \text{ gpd} / .064 = 5,625 \text{ sq. ft}$ required

Frank Oranday, R.S.

Signature:



RECEIVED

By Brandon Olvera at 9:58 am, Apr 01, 2025

FRANK ORANDAY
15008 Canterbury Rd.
Spring Branch, TX, 78070
(210) 510-8996

Comal County Engineer's Office
195 David Jonas Drive
New Braunfels TX, 78132

Re: variance request 925 Cougar Drive, Canyon Lake TX 78133

To Brenda/Brandon:

I am submitting a request to grant a variance for the placement of waterlines less than 10 feet from sewer line and other OSSF components as required by TCEQ rules Chapter 285 Table X, because of limited space available.

Equivalent protection will be maintained by sleeving waterline with 2" SCH 40 PVC to comply with TAC 290. In my professional opinion, this crossing will not pose a threat to the environment or public health.




Sincerely,

Frank Oranday R.S.



3/21/2025

LEGEND

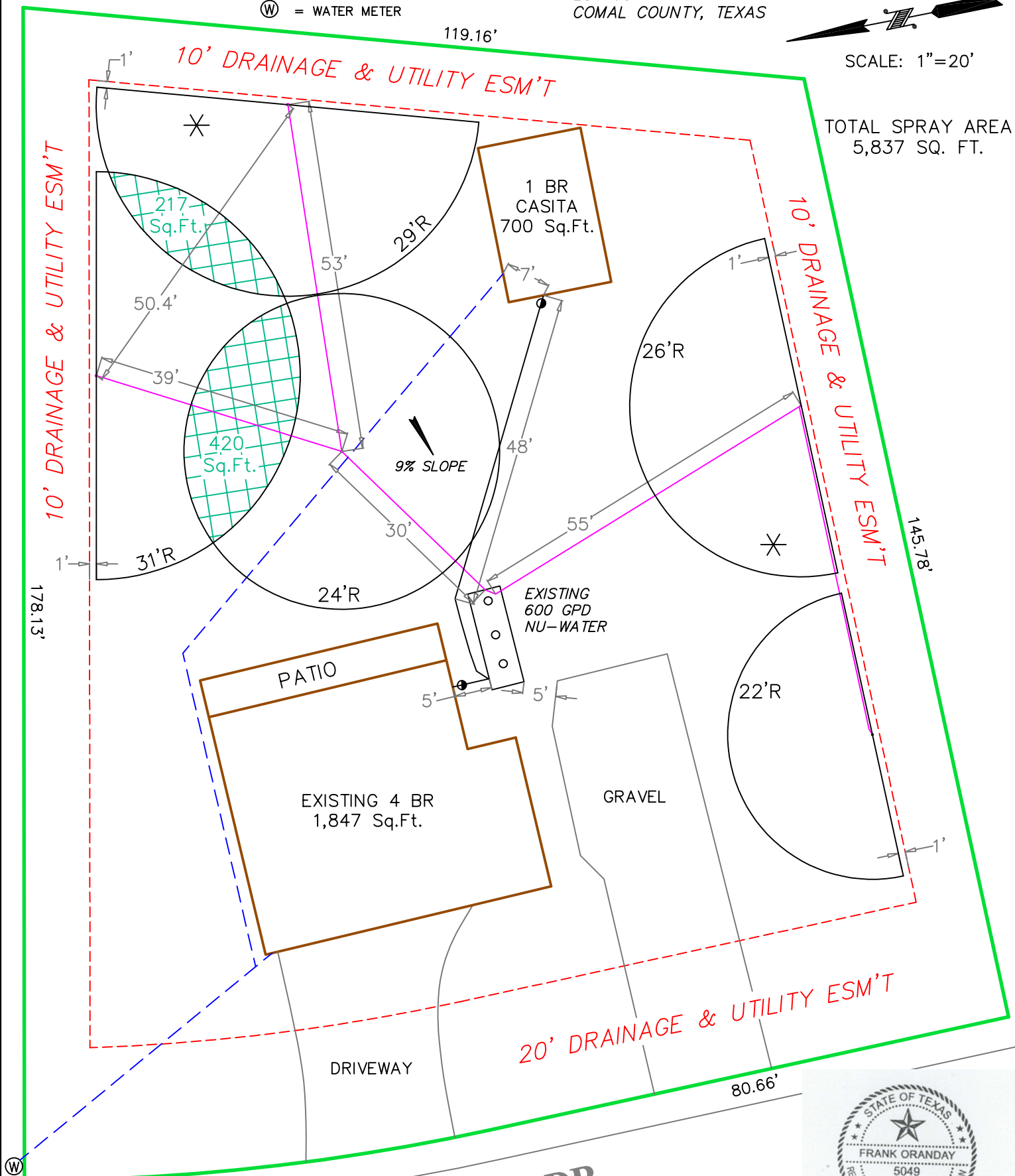
-  = CLEANOUT
 = TEST HOLES
 = WATER METER

CARRIE PUGH-AUSTER & CHRIS AUSTER
925 COUGAR DRIVE
CANYON LAKE, TEXAS 78133
EL DORADO HEIGHTS, UNIT 2
LOT 63
COMAL COUNTY, TEXAS



SCALE: 1"=20'

TOTAL SPRAY AREA
5,837 SQ. FT.

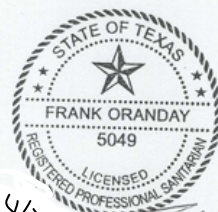


NOTE

NOTE
WATER LINE WILL BE SLEEVED IN 2" SCH 40 PVC WHERE IT IS WITHIN 10' OF SEWER LINE. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285 IS COMPLIANT WITH CHAPTER 290.

RECEIVED

By Brandon Olvera at 8:52 am, Apr 29, 2025



4/2/20

Assembly Details

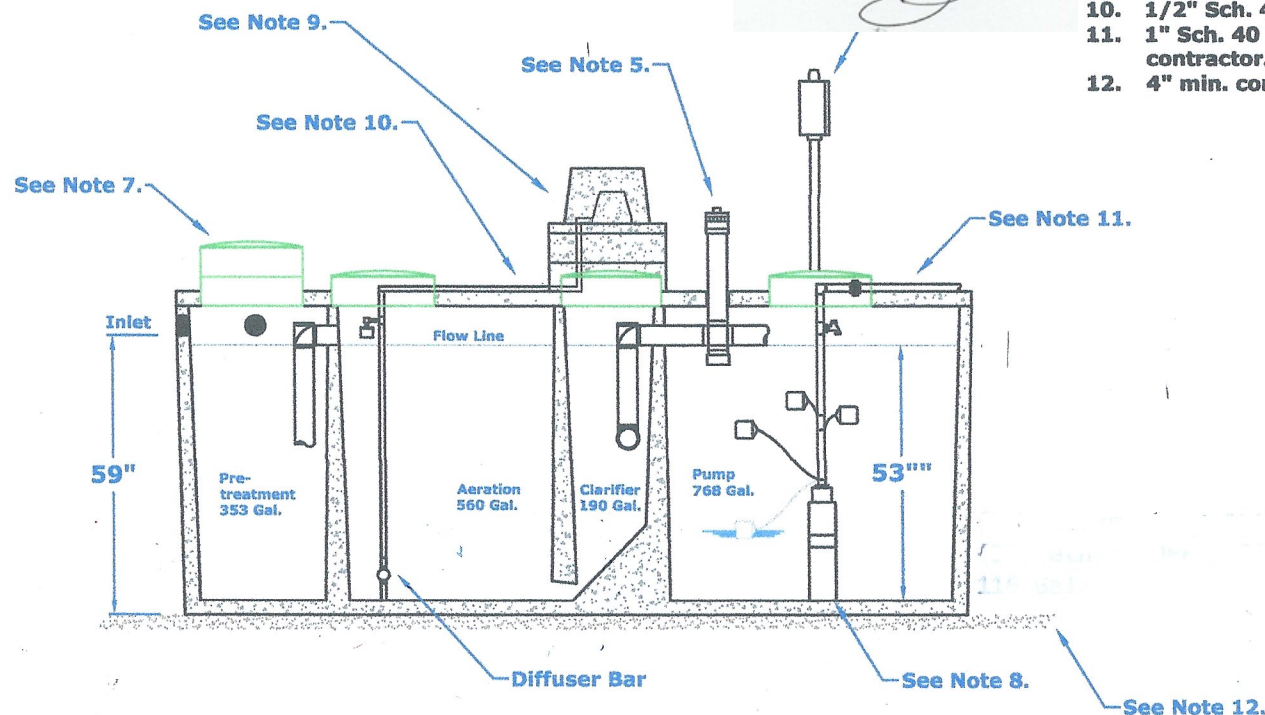
OSSF

Pump float settings for 360 GPD design flow and min. 120 gal reserve:

Pump OFF Position: 12 inches above tank bottom (166 gal)

pump ON position: 29 inches above tank bottom (409.90 gal)

Alarm ON position: 36 inches above tank bottom (512.22 gal)



GENERAL NOTES:

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

DIMENSIONS:

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

MINIMUM EXCAVATION DIMENSIONS:

Width: 76"
Length: 176"

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

Model: B-550-PC-400PT

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

Scale:

* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

Advantage
Wastewater Solutions, LLC

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

RECEIVED

By Brandon Olvera at 8:52 am, Apr 29, 2025

By Brandon Olvera at 9:58 am, Apr 01, 2025

Application Rate (Ra): .064

OSSE: 11-10-10 (PR) (10-10-10) 01-01-10 (700-00-ET)

An aerobic treatment system/ with surface spray disposal is to be utilized based on the site evaluation

6,563 ~~5,025~~ sq. ft. absorptive area required

Calculations: Absorption Area: $Q/R_a = 300 \text{ gpd} / 0.64 = 5,625 \text{ sq. ft required}$

420 563

Frank Oranday.

Signature: _____

-USE 1" SCH 40 PURPLE PIPE
TO SPRAY HEADS
-USE 3" OR 4" SCH 40 PVC TO
TANK

LEGEND

- = CLEANOUT
- ✕ = TEST HOLES
- Ⓜ = WATER METER

CARRIE PUGH-AUSTER & CHRIS AUSTER
925 COUGAR DRIVE
CANYON LAKE, TEXAS 78133
EL DORADO HEIGHTS, UNIT 2
LOT 63
COMAL COUNTY, TEXAS



SCALE: 1"=20'

TOTAL SPRAY AREA
6,623 SQ. FT.

VOID

EXISTING 4 BR
1,847 Sq.Ft.
PERMIT #115666

GRAVEL

DRIVEWAY

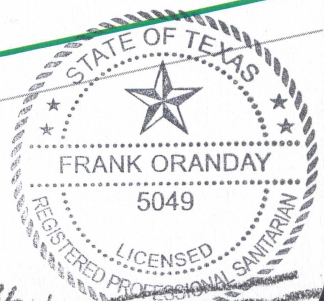
20' DRAINAGE & UTILITY ESM'T

NOTE

WATER LINE WILL BE SLEEVED IN 2" SCH 40 PVC
WHERE IT IS WITHIN 10' OF SEWER LINE. THIS WILL
PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK
REQUIREMENTS OF TAC 285 IS COMPLIANT WITH TAC
CHAPTER 290.

RECEIVED

By Brandon Olvera at 9:58 am, Apr 01, 2025



Assembly Details

OSSF

Pump float settings for ³⁰⁰300 GPD design flow and min. ¹⁰⁰100 gal reserve:
Pump OFF Position: 12 inches above tank bottom (166 gal)
Pump ON position: 29 inches above tank bottom (409.90 gal)
Alarm ON position: 36 inches above tank bottom (512.22 gal)

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 14,900 lbs.
4. Treatment capacity is 600 GPD. Pump compartment set-up for a 340 GPD Flow Rate (4 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. 12" Sch. 40 PVC Air Line (Max. 50 Lft from Plant) for night spray application. Optional Micro Dose (in sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant) to distribution system provided by contractor.
11. 4" concrete pad for gravel pad by Contractor.

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

MINIMUM EXCAVATION DIMENSIONS:
Width: 76"
Length: 176"

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

Model: B-550-PC-400PT

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

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

Advantage
WASTEWATER SOLUTIONS

Advantage Wastewater Solutions Inc.
444 A Old Hwy No 2
Comfort, TX 78013
830-995-3169
fax 830-995-4051



COMAL COUNTY

ENGINEER'S OFFICE

RE: ***925 Cougar Dr.
El Dorado Heights 2
Lot 63***

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:

- ✓ Based on the existing 4 BR and new 2BR casita, there are a total of 6 BRs. The design rate in accordance with 285.91(3) should be 420 GPD.
- ✓ The Maintenance Contract Provider has an expired license.
- ✓ Planning Materials and site plan are below the minimum absorption area.
 - a. $420/.064 = 6563$.
- ✓ 285.91(10) There is a 10-foot separation distance between the waterline and sewer pipe with watertight joints.
- ✓ Please write up the sleeving of the waterline in the form of a variance request.
- 6. 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 |



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By Frank Oranday

System Description aerobic treatment w/ surface spray application

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

Tank Size(s) (Gallons) 600 GPD Absorption/Application Area (Sq Ft) 5,625 sq.ft req.

Gallons Per Day (As Per TCEQ Table III) 360 gpd

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

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

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

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

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

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

(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the 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 approved CZP for the property? ☐ Yes ☒ No

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

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

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

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

If yes, indicate the city: _____

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.


Signature of Designer

02/14/2025
Date

DESIGN SPECIFICATIONS

925 Cougar Drive
Canyon Lake TX, 78133

Application Rate (Ra): .064

OSSF is designed for: 4 BR home (1,847 Sq. Ft.) 2 br. Casita (700 SQ.FT)

Wastewater Usage: 360 gal./day

An aerobic treatment system/ with surface spray disposal is to be utilized based on the site evaluation

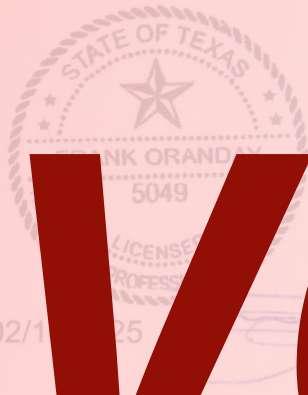
5,625 sq. ft. absorptive area required

600-gpd aerobic tank required

Calculations: Absorption Area: $Q/Ra = 360 \text{ gpd} / .064 = 5,625 \text{ sq. ft required}$

Frank Oranday, R.S.

Signature:



VOID

-USE 1" SCH 40 PURPLE PIPE
TO SPRAY HEADS
-USE 3" OR 4" SCH 40 PVC TO
TANK

LEGEND

- = CLEANOUT
- ✕ = TEST HOLES
- Ⓜ = WATER METER

CARRIE PUGH-AUSTER & CHRIS AUSTER
925 COUGAR DRIVE
CANYON LAKE, TEXAS 78133
EL DORADO HEIGHTS, UNIT 2
LOT 63
COMAL COUNTY, TEXAS

SCALE: 1"=20'

TOTAL SPRAY AREA
5,952 SQ. FT.

VOID

EXISTING 4 BR
1,847 Sq.Ft.
PERMIT #115666

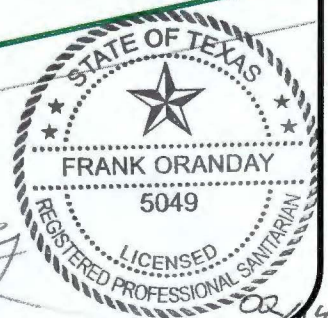
GRAVEL

DRIVEWAY

20' DRAINAGE & UTILITY ESM'T

COUGAR DR.

NOTE
WATER LINE WILL BE SLEEVED IN 2" SCH 40 PVC
WHERE IT IS WITHIN 10' OF SEWER LINE. THIS WILL
PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK
REQUIREMENTS OF TAC 285 IS COMPLIANT WITH TAC
CHAPTER 290.



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 Carrie Pugh-Auster & Chris Auster
Site Address 925 Cougar Drive
City Canyon Lake Zip 78133
Mailing Address _____
County COMAL Map # _____
Phone 210.823.3477
Email carrie@3rdcoastmovement.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Carrie Pugh-Auster & Chris Auster (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 _____ 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 Agreement:

This Agreement may be terminated by either party for cause, in which case the party terminating this Agreement shall be liable for the substantial costs of either party to perform in accordance with the terms of this Agreement without liability to the terminating party. The terminating party shall provide written notice to the non-terminating party within thirty (30) days prior to the termination of this Agreement. If the Agreement is terminated, Contractor will be paid the rate of \$5.00 per hour for any work performed and for which compensation has been received. After the deduction of all outstanding bills, any remaining amount shall be refunded to the Customer within thirty (30) days of termination of this Agreement. If either party terminating this Agreement for any reason, including non-renewal, shall not be providing equipment materials and the appropriate regulatory minimum (30) days prior to the date of termination. Nonpayment of any kind shall be considered breach of contract and a termination of this Agreement.

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.

CA.

Customer's Initials



BS

Contractor's Initials

V. Disinfection:

____ 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 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, all records for the OSSF so Contractor can perform a proper evaluation of the system's performance.

f. Allow for Contractor to obtain and use the OSSF for the purpose of obtaining samples for laboratory testing, with the exception of the evaluation of the OSSF's performance. These samples shall be taken to a laboratory for testing, with the exception of the service provided under this Agreement. Above, Customer agrees to pay Contractor the sample collection and transportation, porting, and analysis fee of \$35.00 per hour, plus the cost of laboratory testing.

g. Reverse backwash flushing of water to the air conditioning unit from entering the OSSF.

h. Reverse condensate from air conditioning unit refrigeration unit into the drains of the unit, from the hydraulic unit, and the air conditioning unit, and the lines discharging the surface water pump tank if a system design is required.

i. Contractor pumping and/or treatment of water when required by Contractor, at Customer's expense.

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

C.A.

Customer's Initials



BS

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, the entire Agreement shall nevertheless survive, and the Agreement shall 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 completion of service(s). Required of Customer is payment of service(s) or repair(s) provided by Contractor within 30 days of the invoice date. Contractor will bill Customer on the date of invoice. Payments received within 30 days from the invoice date will be subject to a \$30.00 late fee per month, as well as a reasonable attorney's fees, and collection and costs incurred by Contractor in collection of said debt(s). Contractor may terminate contract at any time for nonpayment of services. Any return of contract for any reason will be assessed a \$30.00 return charge.

XV. Application of Payment:

The fee for this agreement is non-transferable. Contractor's responsibility for payment is not transferable. Customer shall advise the substitution of Contractor(s) of the replacement agreement authorizing Contractor to perform the replacement service(s) accepted by Contractor. 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.

Brent S. Siderick
Block Creek Aerobic Services, LLC,
Contractor
MC# 0000042 and MC#0000002

Carrie Pugh-Auster & Chris Auster
Customer Signature

Date

1/3/2023

C.A.

Customer's Initials



BS

Contractor's Initials



COMAL COUNTY
ENGINEERS OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date _____

Permit Number 118402

1. APPLICANT / AGENT INFORMATION

Owner Name Carrie Pugh-Auster & Chris Auster

Agent Name Maria Oranday

Mailing Address 925 Cougar Drive

Agent Address 15008 Canterbury Rd

City, State, Zip Canyon Lake, tx, 78133

City, State, Zip Spring Branch tx 78070

Phone # 210.823.3477

Phone # 210.823.3477

Email carrie@3rdcoastmovement.com

Email hillcountryseptics@gmail.com

2. LOCATION

Subdivision Name El Dorado Heights

Unit 2 Lot 63 Block _____

Survey Name / Abstract Number _____

Acreage _____

Address 925 Cougar Drive

City Canyon Lake State tx Zip 78133

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

Type of Construction (House, Mobile, etc.) House 2 BR (700 sq. ft)

Number of Bedrooms 4

Indicate Sq Ft of Living Area 1,840

☐ Non-Single Family Residential

(Planning materials must show adequate provision for the retention and disposal of sewage sludge 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: \$ 120,000 (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.

Carrie Pugh & Chris Auster

Signature of Owner

1/3/2023

Date



RECEIVED

By Brandon Olvera at 9:23 am, Apr 01, 2025

Planning Materials & Site Evaluation as Required Completed By Frank Oranday

System Description aerobic treatment w/ surface spray application

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

Tank Size(s) (Gallons) 600 GPD

Absorption/Application Area (Sq Ft) 6,563 Sq.ft. Req

6,563 Sq.ft. Req
~~5,625 sq.ft req.~~

Gallons Per Day (As Per TCEQ Table III) ~~360 gpd~~ 420 gpd

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

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

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

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

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

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

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

Is the property located within the Edwards Contributing Zone? ☐ Yes ☒ No

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

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

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

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

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

If yes, indicate the city: _____

By signing this application, I certify that:

- The information provided above is true and correct to the best of my knowledge.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Signature of Designer

02/14/2025
Date

AFFIDAVIT OF A SINGLE FAMILY RESIDENCE

THE COUNTY OF
STATE OF TEXAS

Orange

Before me, the undersigned authority, on this day personally appeared Carrie Pugh-Auster

_____, who after being duly sworn, upon oath states that he/ she is the owner of record of those certain tracts or parcels of land lying and being situated in Comal County, Texas, and being more particularly described as follows:

El Dorado Heights, Unit 2, Lot 63

VOID

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS

5 DAY OF February, 2025

Becky Cormier
Notary Signature

Notary's Printed Name: Becky Cormier

My Commission Expires: 3-8-25



Olvera,Brandon

From: Olvera,Brandon
Sent: Tuesday, April 1, 2025 11:57 AM
To: hillcountryseptics@gmail.com; carrie@3rdcoastmovement.com
Subject: RE: 118402.pdf



Looking at the planning materials once more, the tank size does not meet the minimum requirements. The PTC will hold until the tank size requirements are met.

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** | Comal County | www.cceo.org |
| 195 David Jonas Dr, New Braunfels, TX-78132 | **t:** 830-608-2090 | **f:** 830-608-2078 | **e:**
olverb@co.comal.tx.us |

From: Olvera,Brandon
Sent: Tuesday, April 1, 2025 10:23 AM
To: hillcountryseptics@gmail.com; carrie@3rdcoastmovement.com
Subject: 118402.pdf



Property Owner/Agent,

Attached is a copy of the Permit to Construct.

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** | Comal County | www.cceo.org |
| 195 David Jonas Dr, New Braunfels, TX-78132 | **t:** 830-608-2090 | **f:** 830-608-2078 | **e:**
olverb@co.comal.tx.us |



202206022327 05/12/2022 09:47:03 AM 1/27

After Recording Mail To:
Prosperity Bank
ATTN: Mortgage Final Documents
707 E. Arapaho
Richardson, TX 75081

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

Recorded at the request
of CAPITAL TITLE

GF No. 22-672798-0C

DEED OF TRUST

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.

Loan No.
MPN No. 1001025-0102314273-2

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **May 06, 2022**, together with all Riders to this document.
- (B) "Borrower" is **CARRIE MARIE PUGH AUSTER, aka CARRIE PUGH-AUSTER and CHRISTOPHER JAMES AUSTER, aka CHRIS AUSTER, wife and husband**. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is **Prosperity Bank**. Lender is a **State Chartered Bank** organized and existing under the laws of the **State of Texas**. Lender's address is **1610 W. North Loop Blvd., Austin, TX 78756-2007**. Lender includes any holder of the Note who is entitled to receive payments under the Note.
- (D) "Trustee" is **David Zalman**. Trustee's address is **P.O. Drawer G, El Campo, TX 77437**.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated **May 06, 2022**. The Note states that Borrower owes Lender **Four Hundred Sixteen Thousand Five Hundred Seventy Dollars (U.S. \$416,570.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **June 01, 2053**.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Planned Unit Development Rider | <input checked="" type="checkbox"/> Construction Loan Rider |
| <input checked="" type="checkbox"/> Second Home Rider | <input checked="" type="checkbox"/> Renewal and Extension Rider |
| <input checked="" type="checkbox"/> Rider Amending Security Instrument | |

(J) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) **"Escrow Items"** means those items that are described in Section 3.

(N) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

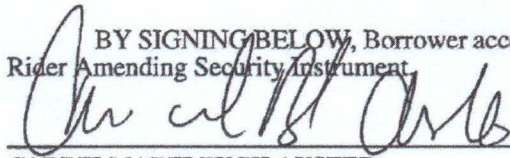
The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (a) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (b) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Comal:

See Exhibit "A" attached hereto and made a part hereof for all purposes

which currently has the address of 925 COUGAR DR, CANYON LAKE, TX 78133 ("Property Address"):

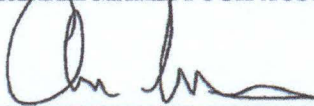
TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
Rider Amending Security Instrument



CARRIE MARIE PUGH AUSTER

(Seal)
-Borrower



CHRISTOPHER JAMES AUSTER

(Seal)
-Borrower

Loan No.: 202252744

EXHIBIT "A"

Lot 63, EL DORADO HEIGHTS, UNIT 2, an Addition in Comal County, Texas, according to the Map or Plat recorded in Volume 13, Page 12, Map Records of Comal County, Texas

(DoD) RA0947677 - ExhibitA.ra - 04/19/2017

→ Capital Title of Tx.
719 West Front St.
Orange, TX. 77630

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/12/2022 09:47:03 AM
CASHFOUR 27 Page(s)
202206022327



Bobbie Koepp