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

Permit#: Address:							
No.	Description	Answer	Citations	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)				
	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)		285.32(a)(5)				
5	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)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(II)				
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

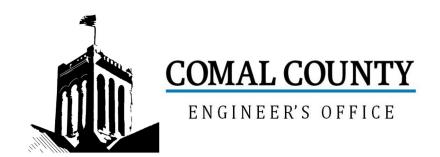
**Inspector Notes:** 

N-	December 41	A mar	Citotiana	Net	1 at 1	2 m d 1	7 mal 1
No.	Description SEPTIC TANK Tank(s) Clearly	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	Marked SEPTIC TANK IsingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and "T" Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum Requirements		285.32(b)(1) (E)285.91(2)285.32(b)(1) (F)285.32(b)(1)(E) (iii)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1)(E) (i)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1)(C) (ii)285.32(b)(1) (B)285.32(b)(1) (A)285.32(b)(1)(E)(iv)				
1	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
	SEPTIC TANK Secondary restraint system providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
	SEPTIC TANK Tank Volume Installed						
12							
	PUMP TANK Volume Installed						
1	AEROBIC TREATMENT UNIT Size Installed						
14							
	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number						
15	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)				
18			203.33(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)				
	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

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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)				
	AEROBIC TREATMENT UNIT IS Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
	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						
	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						
	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						
	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

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



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

Permit Number: 118468

Issued This Date: 04/11/2025

This permit is hereby given to: Lisa and Grady Montgomery

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

57 SUN VALLEY DR SPRING BRANCH, TX 78070

,

Subdivision: Sun Valley Village

Unit: 1

Lot: 29

Block: -

Acreage: 3.3600

#### 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 County requirements.

Call (830) 608-2090 to schedule inspections.



# OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

Otal	will comple	te snaded items
		118468
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 <u>must</u> 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.
Elizabeth Mortgong  Signature of Applicant  Date
Hud Z Monty omey

COMPLETE APPLICATION

Check No. \_\_\_\_ Receipt No.

INCOMPLETE APPLICATION
(Missing Items Circled, Application Refeused)

Revised: September 2019



#### **ON-SITE SEWAGE FACILITY APPLICATION**

195 DAVID JONAS DR NEW BRAUNFELS, TX 78132 (830) 608-2090

***			vvv	WW.CCEO.ORG
Date		Permit Nu	mber118	3468
1. APPLICANT / AGENT INFORMATION				
Owner Name Lisa Montgomery Grady Montgomery	/ Agent Name	Doug Dowle	arn R.S.	
Mailing Address 57 CR 4704	Agent Address			
City, State, Zip Gone A (59 TEXAS 1721	City, State, Zip			
Phone # #30-377-5053	Phone #	210-878-810		
Email Montgomery 2@ gutc, con			GMAIL.COM	
2. LOCATION	,,		<b>,</b>	
Subdivision Name Sun Valley Village	U	nit 1	Lot 29	Block
Survey Name / Abstract Number			Acreage	
	City Spring Brand	:h	State TX	
3. TYPE OF DEVELOPMENT	Only Opining Draine			,
Single Family Residential				
Type of Construction (House, Mobile, RV, Etc.) HOUSE				
Number of Bedrooms 4				
Indicate Sq Ft of Living Area <3500				
Non-Single Family Residential				
(Planning materials must show adequate land area for doubling th	e required land need	ded for treatme	nt units and disp	osal area)
Type of Facility				
Offices, Factories, Churches, Schools, Parks, Etc Indicate	— e Number Of Occu	pants		
Restaurants, Lounges, Theaters - Indicate Number of Seats				
Hotel, Motel, Hospital, Nursing Home - Indicate Number of				
Travel Trailer/RV Parks - Indicate Number of Spaces				
Miscellaneous				
Estimated Cost of Construction: \$ 50,000 (S	Structure Only)			
Is any portion of the proposed OSSF located in the United State	es Army Corps of I	Engineers (US	SACE) flowage	easement?
Yes No (If yes, owner must provide approval from USACE for	proposed OSSF impro	vements within th	e USACE flowage	easement)
Source of Water Public Private Well Rainwate	r			
4. SIGNATURE OF OWNER		•		
By signing this application, I certify that:  - The completed application and all additional information submitted does facts. I certify that I am the property owner or I possess the appropriate property.	land rights necessar	ry to make the p	permitted improv	ements on said
<ul> <li>Authorization is hereby given to the permitting authority and designated site/soil evaluation and inspection of private sewage facilities</li> <li>I understand that a permit of authorization to construct will not be issued by the Comal County Flood Damage Prevention Order.</li> <li>I affirmatively consent to the online posting/public release of my e-mail and the properties of the online posting/public release of my e-mail and the properties of the permitting authority and designated site/soil evaluation and inspection of private sewage facilities.</li> </ul>	until the Floodplain	Administrator h	nas performed th	e reviews required
(Jean) Elizabeth Mandeonne	-2-2	フース	5	
Signature of Owner A Starte Starte	Date			Page 1 of 2 Revised January 2021
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#### **ON-SITE SEWAGE FACILITY APPLICATION**

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

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?
(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)?
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?
(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?
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.
Pongland R.S.
Signature of Designer Date

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# 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):

Sun Valley Village, Unit 1, Lot 29

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

Grady and Lisa Montgomery

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 27 DAY OF FEBRUARY

LIGA MENT GENERY

Owner(S) signature(S)

WITNESS BY HAND(S) ON THIS 27 DAY L MONTE ON THE OWNER OF THE PROPERTY

(PRINTED NAME) / TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 27TH DAY OF FEBRATY 2025

Notary Public, State of Texas

Notary's Printed Name: MAH LIAST

My Commission Expires: 11-29-2

MATTHEW DASH
SE Notary Public, State of Texas
Comm. Expires 11-24-2027
Notary ID 130451009

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
03/12/2025 01:56:36 PM
NANCY 1 Page(s)
202506007022

Bobbie Koepp

Permit/License Number :	
Regulatory Authority : Comal	

JT Environmental Services 13735 Greenwood rd Atascosa Tx 78002 Cell (210) 347-8465

Customer: Grady & Liz Montgomery

Site address: 57 Sun Valley Dr

City: Springbranch Zip: 78070

Phone: 210-415-2810

Email: matt@dashconcrete.net

#### **Septic System Service Agreement**

- J. General: This work for Hire Agreement (hereinafter referred to as "agreement") is entered into and between Grady & Liz Montgomery (hereinafter referred to as "Customer") and JT Environmental Service. By this agreement, JT Environmental Service and it's employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated below, and described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein. The designed flow rate for this system is a maximum of 500 gallons per day.
- II. Effective dates: This Agreement commences on February 2025 and ends on February 2027. If this is an initial agreement (New Installation), the Customer will notify the Contractor within two(2) business days of the systems first use to establish the date of commencement. If no notification is received by the Contractor within ninety (90) days after completion of the 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. Renewal: This agreement shall automatically renew each at the same terms, conditions, and costs unless either party gives notice of termination a minimum of thirty (30) days prior to the end of the first agreement period. See section IV.
- IV. <u>Termination of agreement</u>: This agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with it's terms, without fault or liability of the terminating party. If this agreement is so 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 any remaining monies from Prepayment for services will be refunded to Customer within thirty(30) days. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory authority a minimum of thirty (30) days prior to the date of such termination. Non payment of any kind shall be considered breach of contract and a termination.

#### V. 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 systems manufacturer, and required by state and/or local regulation for a total of three(3) visits per year. (Residential)
- b. Provide written record of each visit to the site by means of an inspection tag attached or contained in the control panel.
- c. Repair of Replace, if Contractor has necessary materials on site, any component of the OSSF to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and services cost are \$100.00 or less. Customer hereby authorizes Contractor to perform the service and invoice Customer for said service. When service cost are greater than \$100.00, or if the contractor does not have the necessary supplies on site, the customer will be notified of required services and associated costs. Customer must notify Contractor of arrangements to affect repair of

system within two(2) days of said notification.

- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only, as aplicable)
- e. Forward copies of this agreement and all reports to the regulatory agency and the Customer.
- f. Visit the site in response to Customers 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 the customer.
- VI. <u>Disinfection</u>: The Disinfection system will be maintained by the Customer. A cost estimate can be provided if the customer can not perform this function. Customer initial <u>CML</u>.
- VII. Electronic Monitoring is not included in this agreement.
- **VIII.** Performance of agreement: Commencement of performance under this agreement is contingent on the following conditions:
  - a. If this is a 1. Contractor receipt of fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.
    - Contractors receipt of payment of the Wastewater-monitoring fee in accordance with the terms as described in section XIV of this agreement.
  - b. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customers Responsibilities: The Customer is responsible for each and all of the following:
  - a. Provide all necessary yard and lawn maintenance and removal of 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.
  - Protect equipment from physical damage including but not limited to damaged caused by insects.
  - c. Maintain a current license to operate and abide by the conditions and limitations of that license and all requirements for an OSSF from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary systems 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 evaluation by Contractor as to the performance of the OSSF.
  - f. Allow samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluation of the OSSF. If these samples are taken to a laboratory for testing, with the exception of the service provided under section V, subsection d, above. Customer agrees to pay contractor for sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus associated fees for laboratory testing.
  - g. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
  - h. Prevent condensation from air conditioning, or refrigeration units, or ice maker drains, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by the system designer.
  - Provide pumping and cleaning of tanks and treatment units, when as recommended by Contractor, at Customers expense.
  - j. Maintain site drainage to prevent adverse effects to the OSSF.
  - k. Pay promptly and fully, all Contractors fees, Bills, or invoices as described herein.
- X. Access by Contractor: Contractor is hereby granted and easement to the OSSF for the purpose of performing services described herein. Contractor may enter during Contractors normal work hours and /or any reasonable hour without prior notice to Customer to perform 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 or proprietary system manufacturer. If not an initial agreement (new installation) and the access is not in place or provided by Customer, the cost for the labor of excavation, and possible other labor and material costs will be required. These costs shall be billed to the Customer as an additional service at a rate of \$75.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as can at the time of service, and under no circumstances is the Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, electrical, cable, water, gas, etc) or for the uneven settling of soil.

- XI. <u>Limit of Liability</u>: Contractor shall not be held liable for any incidental, consequential, special damages, economic loss due to expense, loss of profits or income, loss of use to Customer, whether in contract tort of 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.
- 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 provisions is would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforces as so limited.

XIII. Fee for services: The cost for this agreement is \$465,00 (Four hundred Sixty Five). This fee only involves the regularly scheduled required inspection service described herein section V. Services. The Fee does not include any equipment, material, labor necessary for non-warranty repairs, unscheduled inspections, or Customer requested visits to site.

#### Price Schedule for common (not covered) services:

Customer requested site visits (Call Outs)

Site evaluation for existing OSSF (N/A if a service contract is initiated)

Samples necessary for Regulatory authority compliance, not required by the STATE

For all other services/repairs, the contractor will provide a cost estimate to the customer.

- XIV. Payment: Full amount due upon signature (required of new customers). Payment of invoices for any other service or repair provided by Contractor are due upon receipt of invoice.
- XV. Application or transfer of payment: The fees paid for this agreement may transfer to the subsequent property owner; however this agreement is not transferable. Customer will advise subsequent property owner of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described services, and accepting the Customers responsibilities. This replacement agreement must be signed and received in the Contractors office within ten (10) days of the date of transfer of property ownership. Contractor will apply all funds received from Customer, first to any past due obligations arising form this agreement including fees or charges for service or repairs. Any remaining monies will be applied to the funding of the replacement agreement. The consumption of funds in this manner may result in 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.

Theodore G. Knappick

MP#000221

.

Date

#### OSSF SOIL EVALUATION REPORT INFORMATION

**Date**: 3/12/2025 **Applicant Information**:

Name: Lisa and Grady Montgomery

**Address:** 57 CR 4702

City, State & Zip Code: Gonzales, TX 78629

Email:

**Property Location:** 

Subdivision: Sun Valley Village Unit: 1 Lot: 29

**Street/Road Address:** 57 Sun Valley **City:** Spring Branch **Zip:** 78070 **Additional Info:** Comal County

**Site Evaluator Information: Name:** Doug Dowlearn

**Company:** D.A.D. Services, Inc.

Address: 703 Oak Drive

City, State & Zip: Blanco, TX 78606

**Phone:** (210)240-2101 **Fax:** (866)260-7687

Email: txseptic@gmail.com

**Installer Information:** 

Name: Company: Address:

City, State & Zip:

Phone:

Depth	Texture Class	Soil Texture	<b>Structure</b> (For Class III – blocky, platy or massive)	<b>Drainage</b> (Mottles/Water Table	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-12" Clay Loam 12"+ Limestone	Blocky	<30% Gravel	12"+ Limestone	N/A
Soil Boring #2 60"	III	0-12" Clay Loam 12"+ Limestone	Blocky	<30% Gravel	12"+ Limestone	N/A

**DESIGN SPECIFICATIONS** 

Application Rate (RA): 0.064

OSSF is designed for: 4 bedroom <3500 Sq. Ft Residence

300 gallons per day

An aerobic with spray disposal system is to be utilized based on the site evaluation.

4688 sq. ft. disposal area required 600 gallon per day aerobic treatment unit

Calculations: Absorption Area: Q/RA=300/0.064=4688 Sq.. Ft.

#### FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: YES

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

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

Site Evaluator:

**NAME: Douglas Dowlearn** 

anderdone 1.5.

Signature:

License No. OS9902 Exp. 6/30/2026

TDH: #2432 Exp. 2/28/2027

#### D.A.D SERVICES, INC.

DOUG DOWLEARN

PO BOX 212. BULVERDE, TX 78163

Designed for:

Montgomery Grady & Lisa

The installation site is at lot 29 of the Sun Valley Village 1 subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 4 Bedroom (< 3500 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

#### PROPOSED SYSTEM:

A 3" or 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is set to spray in the pre-dawn hours of midnight to 5:00 am through 3 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying at 40 psi. Each sprinkler will spray a radius of 32 feet and 180 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

#### **DESIGN SPECIFICATIONS:**

Daily Waste Flow: 300 gpd Application rate: 0.064

Application area required: 300/.064 = 4688 sq. ft.

Application area utilized: 4824 sq. ft.

Pump tank reserve capacity: 100 gal minimum

#### **SYSTEM COMPONENTS:**

SCH 40 PVC sewer line NuWater B-550

353-gallon Pretreatment tank

600 GPD Aerobic Treatment Unit

768-gallon Pump tank with timed controls set to spray in the pre-dawn hours of midnight to 5:00 am C-1 20X, Model no. 20XC1-05P4-2W115 (or equivalent) submersible pump

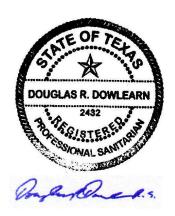
Liquid chlorinator

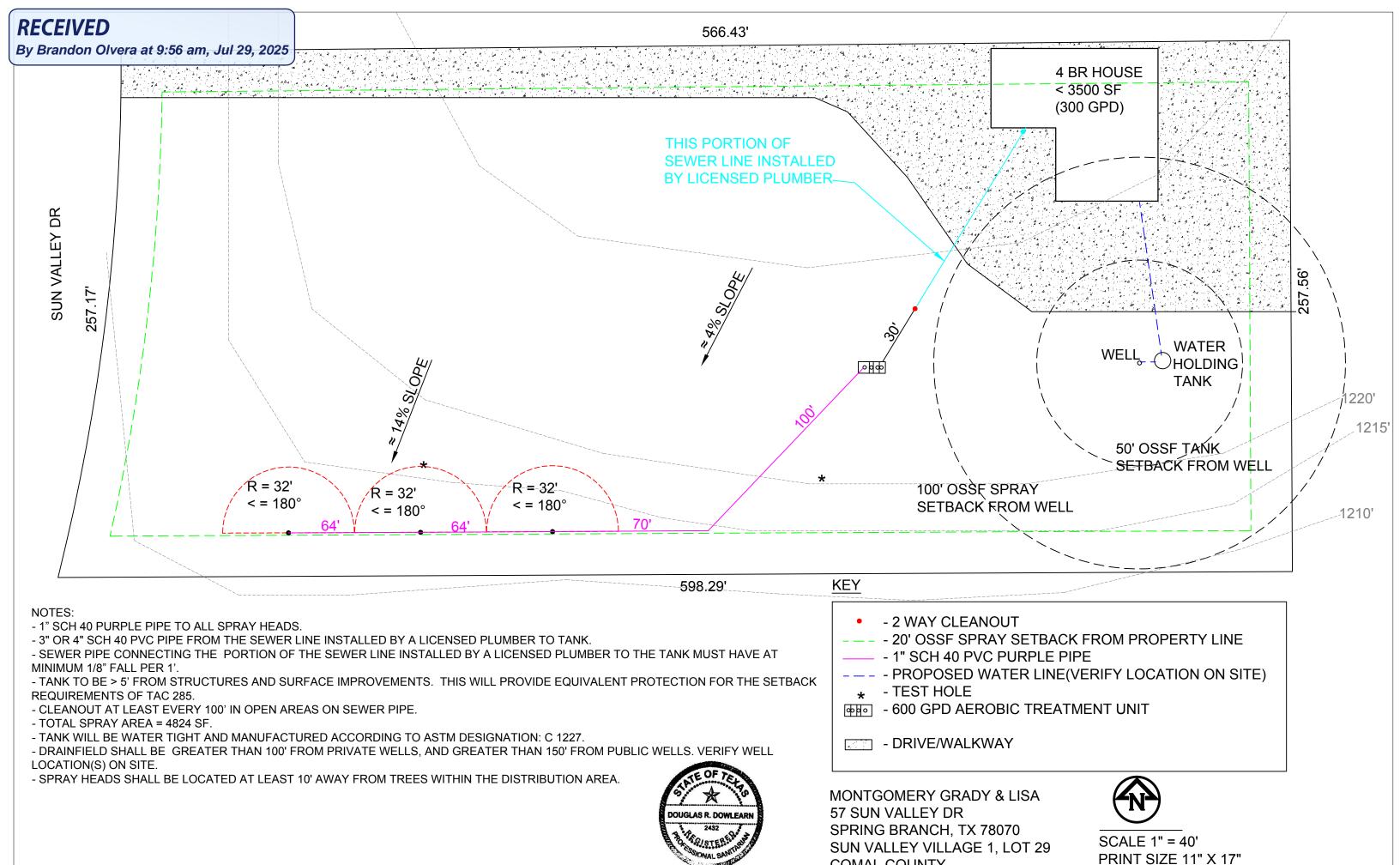
1" purple PVC supply line

3 K-Rain Gear Driven pop-up sprinklers



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





**COMAL COUNTY** 

#### **Assembly Details**

**OSSF** 

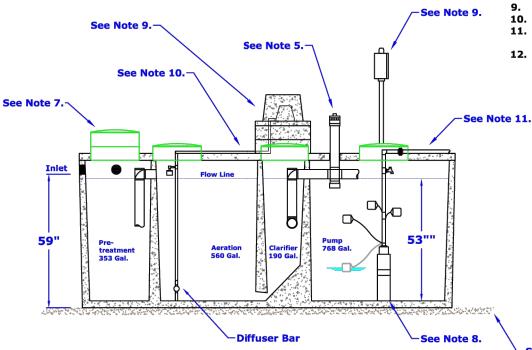
37" - 53" - RESERVE - 231.84 GAL

12" - 37" - PUMP ON TO ALARM ON - 362.25 GAL

10" - 12" - PUMP OFF TO PUMP ON - 28.89 GAL

0 - 10" - SUMP- 144.9 GAL

NOTE: SET ON A TIMER TO DOSE IN PRE DAWN HOURS OF MIDNIGHT TO 5 A.M.



#### **GENERAL NOTES:**

- Plant structure material to be precast concrete and steel.
- 2. Maximum burial depth is 30" from slab top to grade.
- Weight = 14,900 lbs.
- Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 beedroom, < 4,000 sq/ft living aera). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
- Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
- 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.
- 20" Ø acess 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).
- 1" Sch. 40 PVC pipe to distribution system provided by contractor.
- 12. 4" min. compacted sand or gravel pad by Contractor

WORKING LEVEL = 53" 14.49 GAL/INCH

#### **DIMENSIONS:**

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

#### **MINIMUM EXCAVATION DIMENSIONS:**

Width: 76" Length: 176"

-See Note 12.

**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

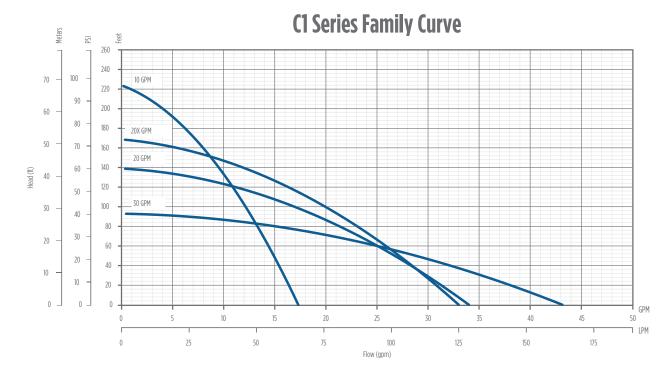
Dwg. #: ADV-B550-3



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







#### **FEATURES**

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Single shell housing design provides a compact unit while ensuring cool and guiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, ½ hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot SJ00W jacketed lead

#### **APPLICATIONS**

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

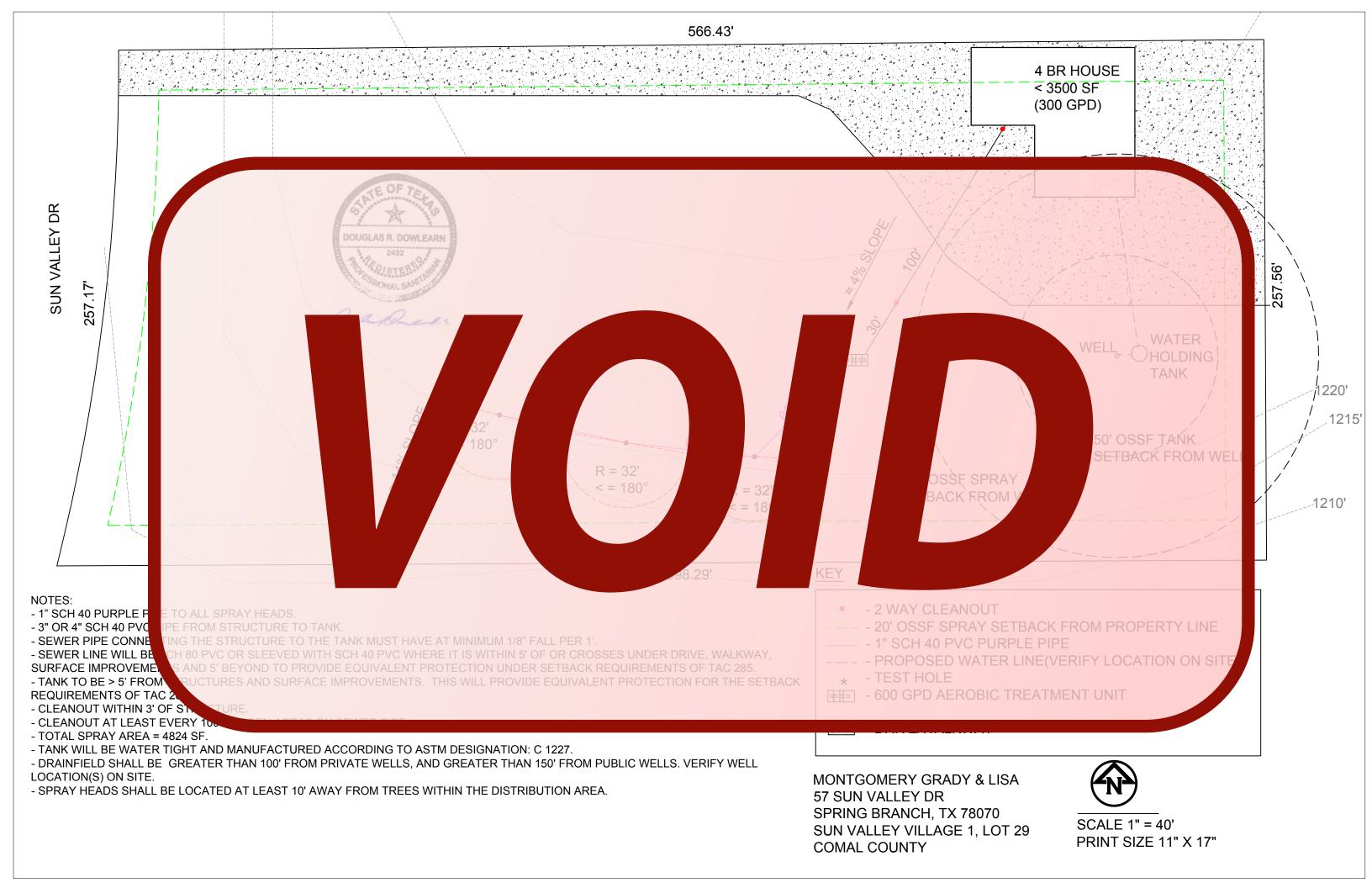
#### ORDERING INFORMATION

C1 Series Pumps							
GPM	HP	Volts	Stage	Model No.	Order No.	Length (in)	Weight (lbs)
10	1/2	115	7	10C1-05P4-2W115	90301005	26	17
		230	7	10C1-05P4-2W230	90301010	26	17
20 20X 30		115	5	20C1-05P4-2W115	90302005	25	16
		230	5	20C1-05P4-2W230	90302010	25	16
		115	6	20XC1-05P4-2W115	90302015	26	17
		230	6	Z0XCI-05P4-ZWZ30	90302020	Zb	17
		115	4	30C1-05P4-2W115	90303005	25	16
		230	4	30C1-05P4-2W230	90303010	25	16

Note: All units have 10 foot long SJ00W leads.

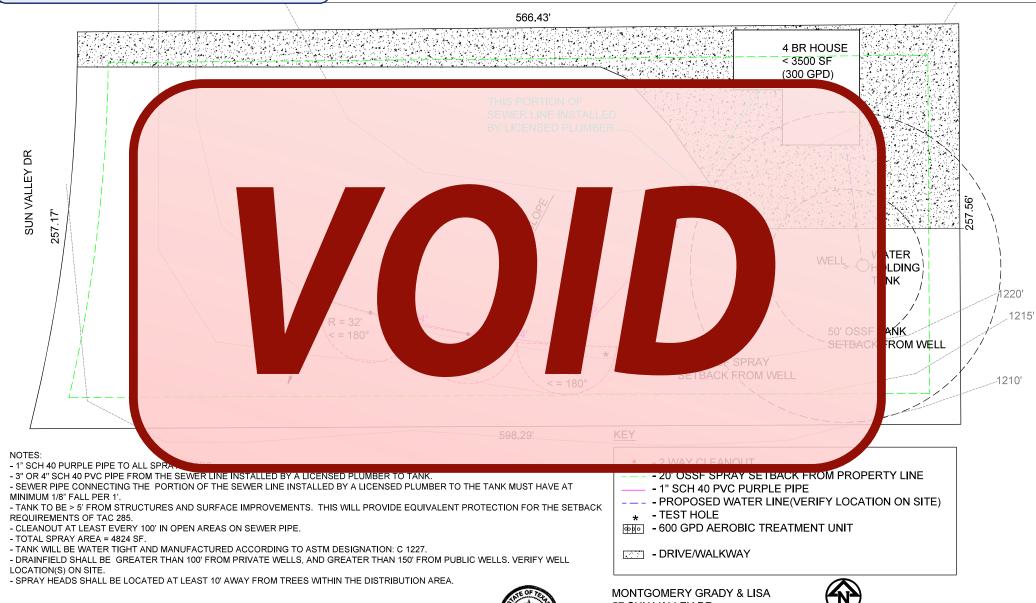


franklinwater.com M1698 07-14



### **RECEIVED**

By Brandon Olvera at 9:18 am, Jun 16, 2025



MONTGOMERY GRADY & LISA 57 SUN VALLEY DR SPRING BRANCH, TX 78070 SUN VALLEY VILLAGE 1, LOT 29 COMAL COUNTY



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





202406007905 03/15/2024 02:17:23 PM 1/2

# COPY THE STATE OF TEX

# **GENERAL WARRANTY DEED**

THE STATE OF TEXAS

§ KNOW ALL THESE PRESENTS: THAT

COUNTY OF COMAL

Matthew Carl Dash and Laura Jean Dash ("Grantor's") whose mailing address is 5240 Ascot Ave, Spring Branch, TX, 78070 for and in the consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to Grantor in hand paid Grady Montgomery and Lisa Montgomery whose mailing address is 57 County Road 4702, Gonzales, TX, 78629 ("Grantee's") the receipt and sufficiency of which consideration is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto Grantee, the following real property together with all improvements thereon (the "Property"):

Lot 29, SUN VALLEY VILLAGE, situated in Comal County, Texas, according to the map or plat thereof, recorded in Volume 4, Pages 14-15, Map and Plat Records, Comal County, Texas.

TO HAVE AN TO HOLD the above-described premises, together will all and singular the rights and appurtenances thereunto in anywise belonging, unto said Grantee, Grantee's heirs' successors and/or assigns forever. And Grantor does hereby bind Grantor's heirs, executors, administrators, successors and/or assigns TO WARRANT AND FOREVER DEFEND all and singular that the said premises unto the said Grantee herein, Grantee's heirs, successors and/or assigns, against every person whosoever lawfully claiming or to claim the same or any part thereof.

This conveyance and the warranties of title given herein are made subject to any and all restrictions, easements, setback lines, covenants, conditions and reservations, of record affecting the property herein conveyed.

# CCEO

EXECUTED ON THE FOLLOWING DATE 9th of MARCH, 2024

COPY

Matthew Carl Dash

Laura Jean Dash

(ACKNOWLEDGEMENT)

STATE OF TEXAS

§

COUNTY OF COMAL

8

This instrument was ACKNOWLEDGED before me, on this 1/2 By MATTHEW CARL DASH AND LAURA JEAN DASH.

day of

y of March 2024

A SECTION AND A

JANICE HUMPHREY
My Notary ID # 5188183
Expires December 10, 2024

Notary Public, State of Texas

Notary name printed:

12/10/22

Notary commission expires

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 03/15/2024 02:17:23 PM TRACY 2 Page(s) 202406007905

Bobil Kolpp





202406023095 08/02/2024 09:05:30 AM 1/2

# Revocable Transfer on Death Deed

(Tex. Est. Code § 114.001 and following)

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.

IMPORTANT NOTICE TO OWNER: You should carefully read all the information included in the instructions to this form. You may want to consult a lawyer before using this form.

MUST RECORD DEED: Before your death, this deed must be recorded with the county clerk where the property is located, or it will not be effective.

1. Owner (Transferor) Making This Deed:

Printed name: Grady Montgomery
Mailing address: 57 COUNTY RD 4705, GONZALES, Texas 78629

2. Legal Description of the Property:

SUN VALLEY VILLAGE 1, LOT 29

3. Address of the Property (If Any) (Include County):

57 SUN VALEY DR, SPRING BRANCH, TX 78070 in Comal County

4. Primary Beneficiary (Transferee)

I designate the following beneficiary:

Printed name: Lisa Montgomery

Mailing address: 57 COUNTY RD 4702, GONZALES, Texas 78629

5. Alternate Beneficiary (Transferee) (Optional)

I designate the following alternate beneficiary:

Printed name: MATTHEW CARL DASH

Mailing address: 5240 Ascot Ave, Spring Branch, Texas 78070

6. Transfer on Death

At my death, I grant and convey to the primary beneficiary my interest in the property, to have and hold forever.

If at my death I am not survived by any primary beneficiary, I grant and convey to the alternate beneficiary my interest in the property, to have and hold forever.

If no primary or alternate beneficiary survives me, this transfer on death deed shall be deemed canceled by me.

7. Printed Name and Signature of Owner Making This Deed:

Grady Montgomery

Data

County of This instrument was acknowledged before me on \( \frac{1}{2} \lambda \lambda \lambda \) (date) by Grady Montgomery. Signature of officer: \_ Title of officer: My commission expires: After recording, return to: **Grady Montgomery** 57 COUNTY RD 4705 GONZALES, Texas 78629 JANICE HUMPHREY My Notary ID # 5188183 Expires December 10, 2024 Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Sabil Kalpp

State of