

# 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)				

**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: 118476  
Issued This Date: 04/29/2025  
This permit is hereby given to: Liberty Homes TX, LLC

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

424 RITTIMANN RD  
SPRING BRANCH, TX 78070

Subdivision: The Crossing at Spring Creek  
Unit: 2  
Lot: 293  
Block: N/A  
Acreage: 1.0000

#### 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.



**COMAL COUNTY**  
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION  
CHECKLIST**

*Staff will complete shaded items*

		118476
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

**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

3/14/2025

\_\_\_\_\_  
Date

\_\_\_\_ COMPLETE APPLICATION

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

INCOMPLETE APPLICATION

\_\_\_\_ (Missing Items Circled, Application Refeused)



COMAL COUNTY  
ENGINEER'S OFFICE

## ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR  
NEW BRAUNFELS, TX 78132  
(830) 608-2090  
[WWW.CCEO.ORG](http://WWW.CCEO.ORG)

Date 03/07/25

Permit Number 118476

### 1. APPLICANT / AGENT INFORMATION

Owner Name Liberty Homes Tx, LLC  
Mailing Address 27610 FALLS COVE  
City, State, Zip Boerne TX 78015  
Phone # 503-333-4045  
Email dcgah7@gmail.com

Agent Name Wade Cloud  
Agent Address PO Box 339  
City, State, Zip Boerne, TX 78006  
Phone # 210.385.6396  
Email wade@blackwater-logistics.com

### 2. LOCATION

Subdivision Name The Crossing at Spring Creek Unit Z Lot 293 Block \_\_\_\_\_  
Survey Name / Abstract Number \_\_\_\_\_ Acreage \_\_\_\_\_  
Address 424 Rittimann Rd City Spring Branch State TX Zip 78070

### 3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 3815

☐ 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: \$ 435,000.<sup>00</sup> (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well

### 4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Signature of Owner

Date

03/07/2025

\* \* \* **COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH** \* \* \*  
**APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN**  
**ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE**

Planning Materials & Site Evaluation as Required Completed By Wade A. Cloud, R.S.

System Description Aerobic Treatment Unit, Surface Application

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

Tank Size(s) (Gallons) <u>Nuwater B-800, 800 GPD</u>	Absorption/Application Area (Sq Ft)	Minimum	Actual
		5625.00	5772.68

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

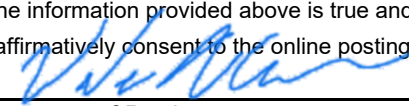
Is this property within an incorporated city? ☐ Yes ☒ No

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

3/14/2025  
\_\_\_\_\_  
Date

Page 2 of 2

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL  
STATE OF TEXAS



202506006977 03/12/2025 10:40:15 AM 1/1

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), 5.012 and 5.013, gives the TCEQ 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 TCEQ, 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 TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ that the appropriate OSSF was installed.

II

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

Lot 293 Block        Subdivision The Crossing at Spring Creek Unit/Phase/Section 2

If not in Subdivision: 1.004 Acres        Survey

The property is owned by (insert owner's full name): Liberty Homes TX, LLC

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

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

Liberty Homes TX, LLC  
Owner Name

[Signature]  
Owner Signature

Emanuel Gale - Member, Liberty Homes TX, LLC  
Owner Name

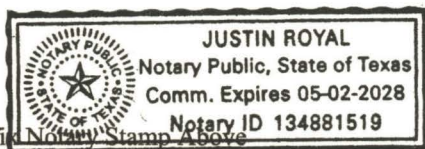
[Signature]  
Owner Signature

This instrument was acknowledged before me on: 10<sup>th</sup> Day of March, 2025.

Justin Royal  
Notary's Printed Name

[Signature]  
Notary Public, State of Texas

Commission Expires: 05/02/2028



Affix Notary Stamp Above

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
03/12/2025 10:40:15 AM  
NANCY 1 Page(s)  
202506006977



Bobbie Koepp

REGULATORY AUTHORITY Comal PERMIT/LICENSE NUMBER \_\_\_\_\_

## WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Lonestar Aerobic Services, LLC

PO Box 228

420 Johns Rd

Boerne, TX 78006

Boerne, TX 78006

Off. (830)443-4559

Fax (210)579-6073

Website www.lonestaras.comE-Mail wadeccloud@lonestaras.comInstaller Dennis VarholCustomer Liberty Homes TX, LLCSite Address 424 Rittimann RdCity Spring Branch Zip 78070 Gate # \_\_\_\_\_Mailing Address 27610 Falls CoveCity Boerne Zip 78015Day Phone 503-333-4045


Home Phone \_\_\_\_\_

Emergency Phone \_\_\_\_\_

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between (hereinafter referred to as "**Customer**") and Lonestar Aerobic Services, LLC. By this agreement, Lonestar 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. The designed flow rate for this system is a maximum of \_\_\_\_\_ gallons per day.
- II. Effective Dates: This agreement commences on \_\_\_\_\_ and ends on \_\_\_\_\_ for a total of two (2) years (initial agreement) or one (1) year (there after). If this is an initial agreement (new installation), the Customer will 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. Renewal: This Agreement shall automatically renew each year at the same terms, conditions, and costs, unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV. Termination of Agreement: 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 its terms, without fault or liability of the terminating party. If this Agreement is so terminated, Contractor will be paid at the rate of \$75 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.
- V. Services: Contractor will;
- 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 regulations, for a total of three visits to site per year.
  - Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
  - Repair or replace, if Contractor has 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 service costs are \$100.00 or less, Customer hereby authorizes Contractor to perform the service and bill Customer for said service. When service costs are greater than \$100.00, or if Contractor does not have necessary supplies at the site, Contractor will notify Customer of required service(s) and associated cost(s). Customer must notify Contractor of arrangements to effect repair of system within two (2) business days after said notification.
  - Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
  - Forward copies of this Agreement and all reports to the regulatory agency and the customer.
  - Visit site in response to Customer's request for unscheduled service 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.
- VI. Disinfection: Not Required. ☒ Required. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the EG Customer. Initial
- VII. Electronic Monitoring is not included in this Agreement.
- VIII. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions:
- If this is an initial agreement (new installation);
    - Contractor's receipt of a fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.
    - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
  - If this is not an initial agreement (existing system);
    - Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
    - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
  - If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following:
- Provide all necessary yard or lawn maintenance and the 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.
  - Protect equipment from physical damage including but not limited to that damage caused by insects.
  - Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's manufacturer recommendations.
  - Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
  - Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
  - Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section V. sub-section D. above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$35 per hour, plus the associated fees for laboratory testing.
  - Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
  - Prevent the condensate from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
  - Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
  - Maintain site drainage to prevent adverse effects on the OSSF.
  - Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.
- X. 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. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$35 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water, air, or gas lines, etc.), or for the uneven settling of the soil.

- XI. 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.
- XII. Severability: If any provision of this "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 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.
- XIII. Fee for Services: The fee **does not include any equipment, materials, or labor necessary for non-warranty repairs or for unscheduled, Customer requested visits to the site.**
- XIV. Payment: Full amount due upon signature (Required of new Customer). Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. **Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.**
- XV. Application or Transfer of payment: The fees paid for this agreement may transfer to the subsequent property owner(s); however this agreement is not transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned 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 promises or conditions in any other agreement, oral or written.

 03/14/25  
Wade A. Cloud Date Texas Installer II License number OS24590.

 03/07/25  
Customer Signature Date

**RECEIVED**

By Brandon Olvera at 10:26 am, Apr 29, 2025

# Blackwater Logistics, LLC

PO Box 339  
Boerne, TX 78006  
210. 385.6396

March 14, 2025

Comal County Office of Environmental Health  
195 David Jonas Drive  
New Braunfels, TX 78132-3761

RE: Septic Design  
424 Rittimann Rd  
The Crossing at Spring Creek  
Unit: 2 Lot: 293  
Liberty Homes TX, LLC

Ms. Ritzen/ Mr. Olvera,

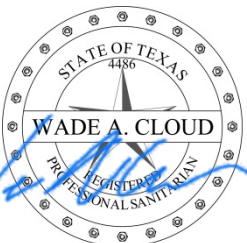
The Referenced property is located within the Edwards Aquifer Contributing Zone. This OSSF design will comply with the requirements in the CZP.

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

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (effective December 29, 2016).

Please contact me with any questions.

In Christ,



3/14/2025

Wade A. Cloud, R.S. #4486

# On-Site Sewage Facility Soil and Site Evaluation

Date Performed: 3/12/2025

☒ New Installation ☐ Repair ☐ Replacement

## Property Owner's Information

Name: Liberty Homes TX, LLC

Address: 424 Rittimann Rd

City: Spring Branch, TX 78070

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

## Licensed Site Evaluator:

Name: Wade A. Cloud

Company: Blackwater Logistics

Address: PO Box 339

Boerne, TX 78006

Phone: 210-385-6396

Email: [wade@blackwater-logistics.com](mailto:wade@blackwater-logistics.com)

TCEQ License #: OS0029338

## Property Description

Subdivision: The Crossing at Spring Creek

Unit: 2 Lot: 293 Blk: \_\_\_\_\_ Acres: 1.004

Address: 424 Rittimann Rd

City: Spring Branch, TX 78070

County: Comal Unicorp. Area: Yes

Survey: \_\_\_\_\_

Abstract: \_\_\_\_\_

## Installer Information

Name: Dennis Varhol

Company: Peter Varhol Construction

Address: 8053 FM 2722

New Braunfels, TX 78132

Phone: 830-822-4628

Email: [dennis.pvc@gmail.com](mailto:dennis.pvc@gmail.com)

TCEQ License #: OS0031132

## Topography

### Slope

☒ Flat <2%  
☐ Slight ~4%  
☐ Severe >5%

### Vegetation

☐ Grass/Brush  
☒ Lightly Wooded  
☐ Heavily Wooded

### Site Drainage

☐ Poor  
☐ Adequate  
☒ Good

### Water

N/A

☒ Seasonal Water Table  
☒ Water Table, Dpth \_\_\_\_\_'  
☒ Lakes/Ponds/Streams  
☒ 100 Year Floodplain  
☒ Recharge Feature

Comments/Observations: \_\_\_\_\_

## Water Supply

☒ Public

☐ Private:

☐ Well

☐ Rain Water

☐ Other: \_\_\_\_\_

For Private Water Wells:

Is water well <100 feet from disposal area?

☐ Yes

☒ No

Are neighboring wells < 100 feet from disposal area?

☐ Yes

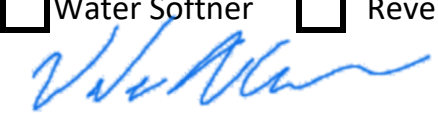
☒ No

If yes to either above, need documentation, i.e. well log or driller affidavit, that well(s) is/are pressure cemented or grouted to 100 ft or top of water table. (Cannot be closer than 50 ft)

☐ Water Softener

☐ Reverse Osmosis System

☐ Other: \_\_\_\_\_

  
Wade A. Cloud, SE OS0029338

3/12/2025

Date

# Soil Evaluation

At least two soil evaluations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil boring or dug pits must be shown on the drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed trench depth. For surface disposal, the surface horizon must be evaluated. Please describe each soil horizon and identify any restrictive features in the space provided below.

## Soil Boring or Dug Pit #1

Depth (in)	Textural Class	Soil Texture & Color	Gravel Analysis	Drainage (Mottles/ Water Table) Color	Restrictive Horizon
0-6	N/A	N/A	N/A	N/A	Fracture Rock &/or Clay on Surface
6-12					
12-18					
18-24					
24-30					
30-36					
36-42					
42-48					
48-54					
54-60					

## Soil Boring or Dug Pit #2

0-6	N/A	N/A	N/A	N/A	Fracture Rock &/or Clay on Surface
6-12					
12-18					
18-24					
24-30					
30-36					
36-42					
42-48					
48-54					
54-60					

I certify that the findings of this report, based on field observations, are true to the best of my knowledge. This site is suitable for a standard OSSF: No

Wade A. Cloud, SE OS0029338

3/12/2025

Date

# On-Site Sewage Facility Design Criteria

## Aerobic Treatment Unit with Surface Application

Property Information:				Project Information:						
Site Address: <u>424 Rittimann Rd</u>				Number of Bedrooms:		Up to <u>5</u>				
City <u>Spring Branch</u> , TX <u>78070</u>				Number of Facilities:		<u>1</u>				
				<b>Total for Calculation:</b>		<u>6</u>				
<b>Q=Sewage in GPD:</b>				Square Footage(Approx.):		<4500 ft <sup>2</sup>				
Water Saving Devices: <u>X</u> Yes <u>  </u> No				Water Supply:		Public				
Q Gallons/Day: <u>360</u>				Additional GPD: <u>                    </u> :		<u>0</u>				
Greywater Included: <u>X</u> Yes <u>  </u> No				<b><u>Each Bedroom &amp; Each Facility = 60 gpd</u></b>						
				<b><u>Facility = Kitchen + Laundry</u></b>						
Rate of Adsorption (Ra):				Supply Line From House:						
Application Rate (gal/ft <sup>2</sup> /day): <u>0.064</u>				Length (Approx. ft):		<u>~15'</u>				
Min. Adsorptive Area (ft <sup>2</sup> ): <u>5625.00</u>				Size (in.):		<u>3" or 4"</u>				
Total ft <sup>2</sup> over Minimum: <u>147.68</u>				Type:		<u>Sch 40</u>				
Aerobic Treatment Unit:				Supply Line from Tank to Application Area:						
Required Minimum GPD: <u>600</u>				Length (Approx. ft):		<u>~268'</u>				
Pretreatment Capacity (gal): <u>431</u>				Size (in.):		<u>1"</u>				
Class 1 ATU: <u>Nuwater B-800</u>				Type:		<u>Sch 40</u>				
Pump Tank Capacity (gal): <u>858</u>				Surface Application Area( $\pi R^2$ ):						
Disinfectant Type: <u>Liquid Chlorine</u>				Radius	Degree	Area	Sprinkler Count	Nozzle #	GPM/Head	GPM:
Pump Operation: <u>Timer</u>				$\pi( \underline{35} )^2 \times$	<u>180</u>	: 1924.23 ft <sup>2</sup>	<u>3</u>	<u>6</u>	6.5	19.5
Quantity (gal) Dosing Cycle : <u>Varied</u>				$\pi( \underline{\quad} )^2 \times$	<u>          </u>	: 0.00 ft <sup>2</sup>		<u>0</u>	0	0
Cycle Time: <u>12:00 am - 5:00 am</u>				$\pi( \underline{\quad} )^2 \times$	<u>          </u>	: 0.00 ft <sup>2</sup>		<u>0</u>	0	0
Pump Specs:				$\pi( \underline{\quad} )^2 \times$	<u>          </u>	: 0.00 ft <sup>2</sup>		<u>0</u>	0	0
	Type	HP	GPM							
	<u>Effluent</u>	<u>1/2</u>	<u>20</u>							
Sprinkler: <u>K-Rain</u> <u>ProPlus</u>				Total(ft <sup>2</sup> ):		<u>5772.68</u> ft <sup>2</sup>	Total GPM:		<u>19.5</u>	
Comments: <u>Installing an 800 GPD Nuwater B-800 with 3 sprinklers set at 180° with a 35' radius.</u>										

Vegetation Plan: The surface application shall be applied to existing vegetation, any bare area shall be seeded with a mix of winter rye & bermuda seed before system start up.

Wade A. Cloud, RS 4486, Blackwater Logistics

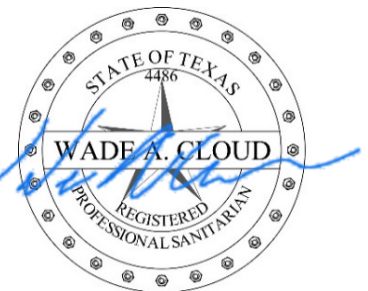
PO Box 339 Boerne, TX 78006, 210.385.6396

Date: 3/14/2025

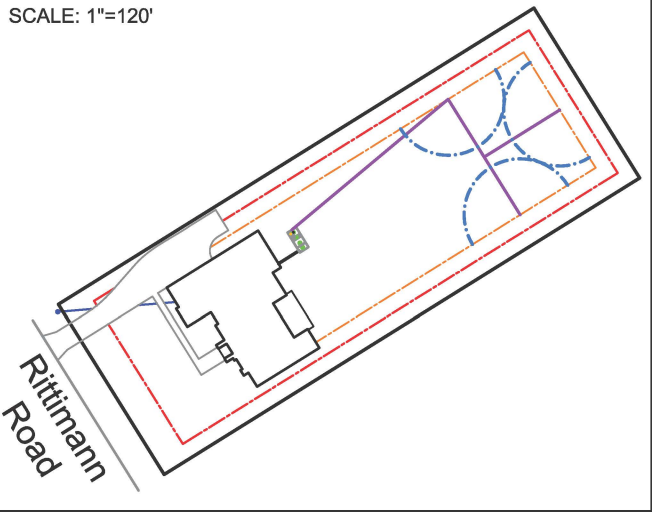
All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities

(effective December 27, 2012). Above design is based on or modifications best available information and should

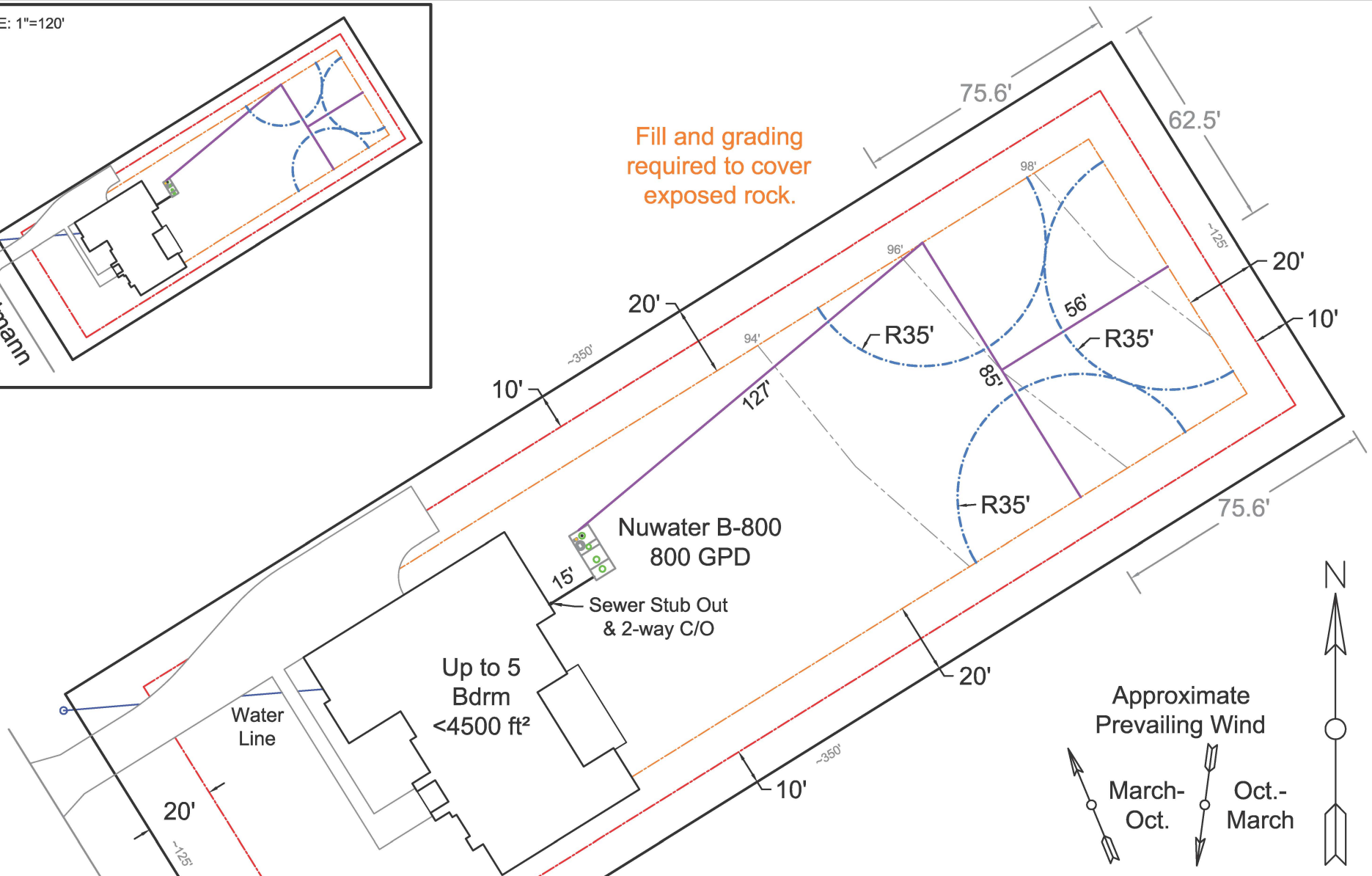
function properly under normal operating conditions. All changes made to design must be approved by Wade A Cloud.



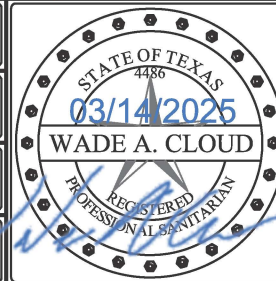
SCALE: 1"=120'



Fill and grading  
required to cover  
exposed rock.

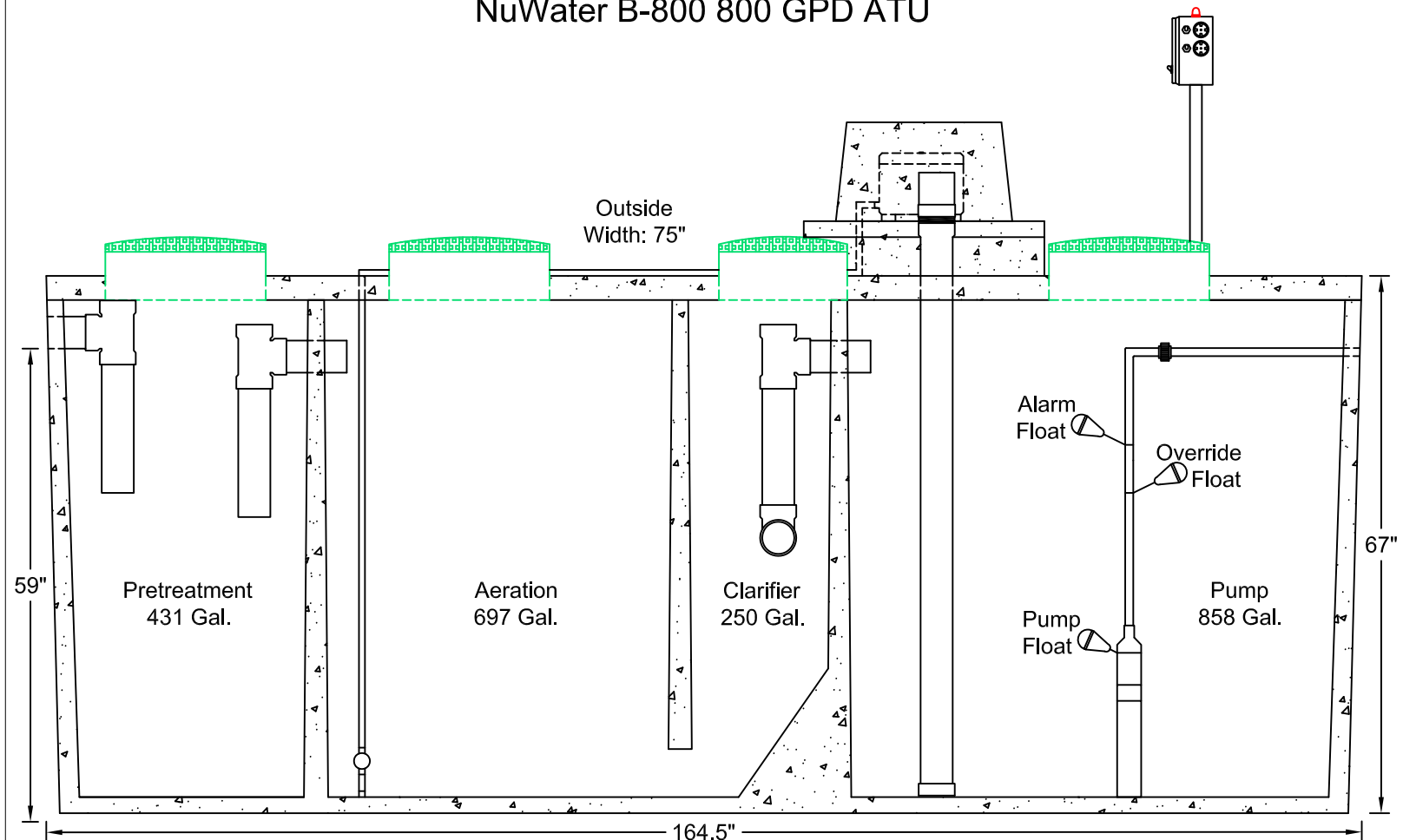


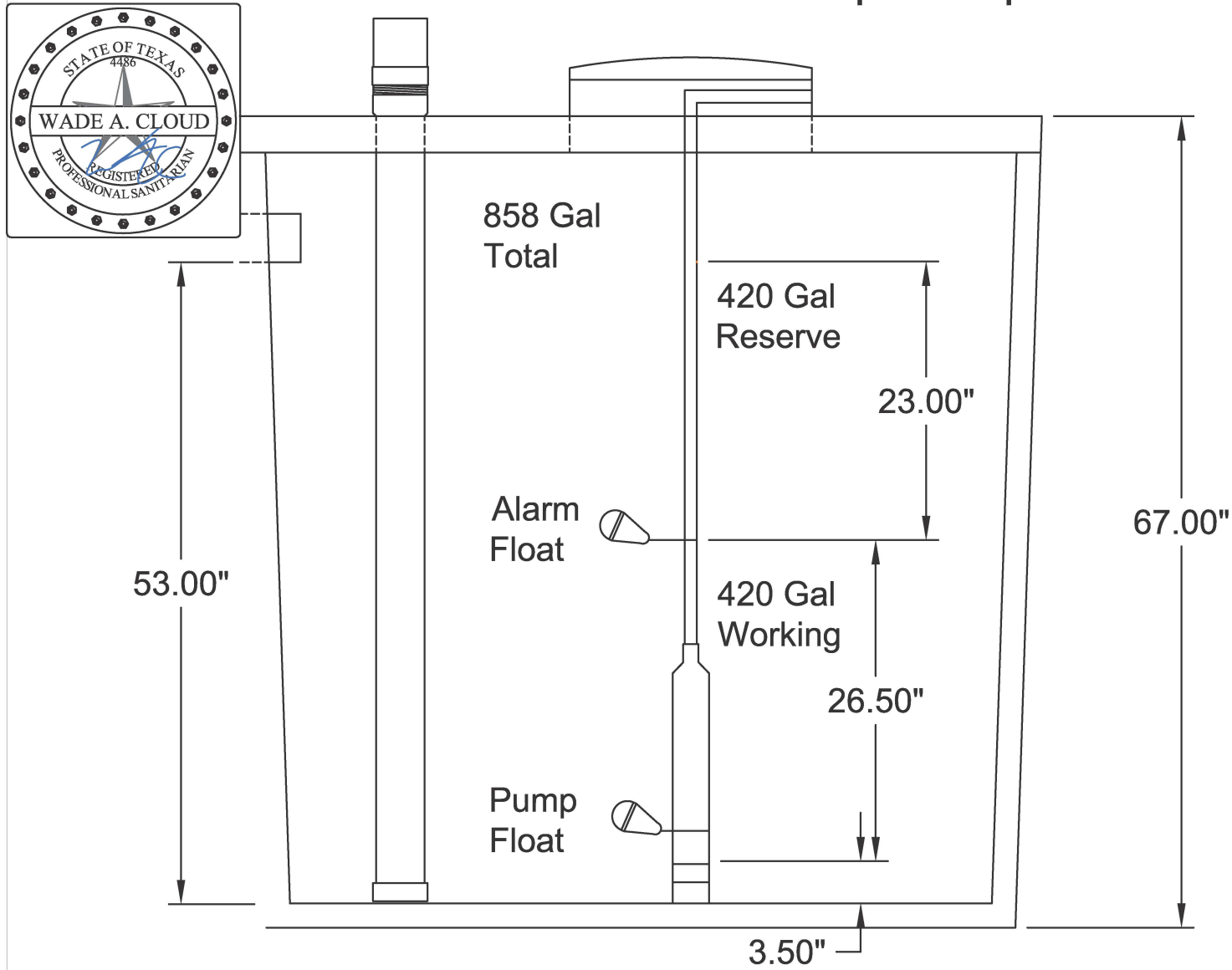
Project Name: 424 Rittmann Rd	
Drawn by: Blackwater Logistics	
Date: 03/14/2025	Bk/Pg: 
Scale: 1"=40'	Signature: 



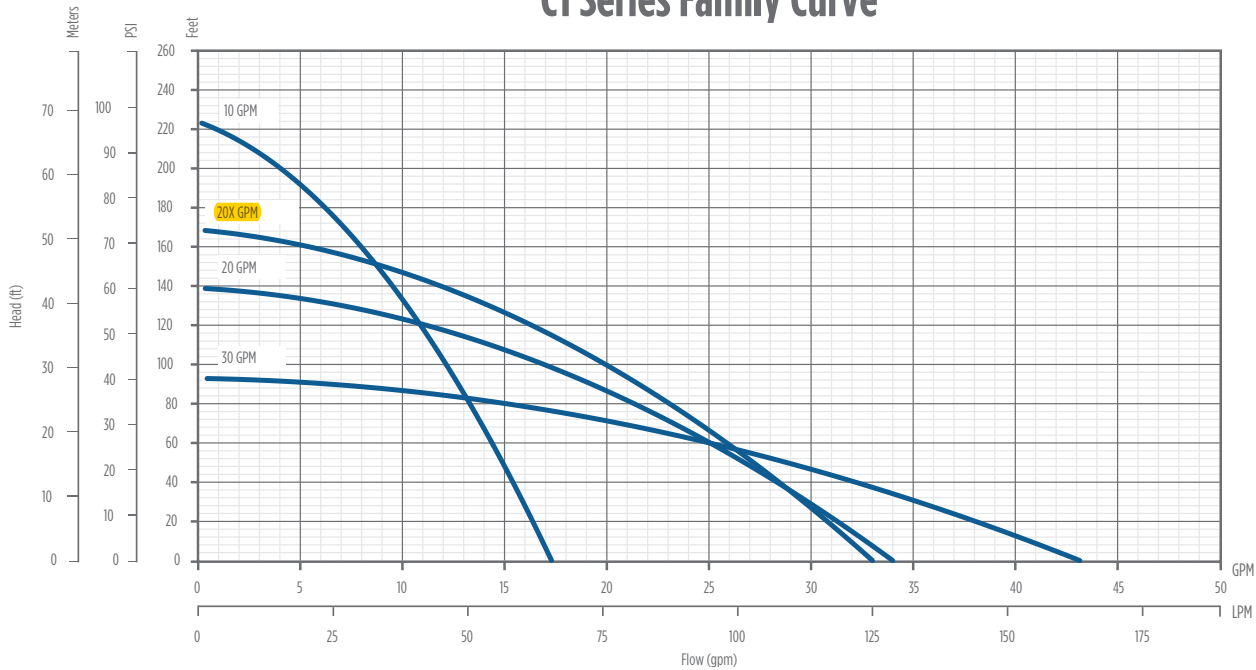
Notes: Liberty Homes TX, LLC Lot 293, The Crossing at Spring Creek, Unit 2, 1.004 Acres *Test holes not performed, not ordered by customer.
---

# NuWater B-800 800 GPD ATU





## C1 Series Family Curve



### FEATURES

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, ½ hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot 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		115	5	20C1-05P4-2W115	90302005	25	16
		230	5	20C1-05P4-2W230	90302010	25	16
20X		115	6	20XC1-05P4-2W115	90302015	26	17
		230	6	20XC1-05P4-2W230	90302020	26	17
30		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

# ProPlus™ Gear Driven Sprinkler Setting Instructions

## SPRINKLER INSTALLATION

### 1► INSTALL AND BURY

Do not use pipe dope. Thread the sprinkler on the pipe. Bury the sprinkler flush to grade. **NOTE:** Gear driven sprinklers and pop-up sprays should not be installed on the same watering zone.

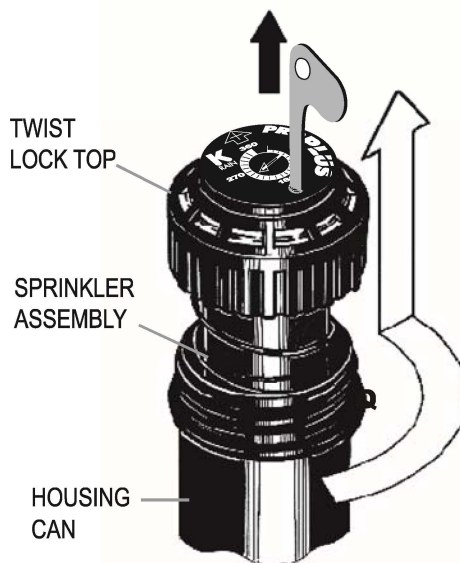
### 2► INSPECTING THE FILTER

Unscrew the top and lift the complete sprinkler assembly out of the housing can. The filter is located on the bottom of the sprinkler assembly and can be easily pulled out, cleaned and re-installed.

### 3► WINTERIZATION TIPS

When using an air compressor to remove water from the system please note the following:

- Do not exceed 30 PSI.
- Always introduce air into the system gradually to avoid air pressure surges. Sudden release of compressed air into the sprinkler can cause damage.
- Each zone should run no longer than 1 minute on air. Sprinklers turn 10 to 12 time faster on air than on water. Over spinning rotors on air can cause damage to the internal components.



## PERFORMANCE DATA

NOZZLE	PRESSURE			RADIUS		FLOW RATE			PRECIP in/hr / mm/hr			
	PSI	kPa	Bars	Ft.	M.	GPM	L/M	M <sup>3</sup> /H	■	▲	■	▲
#0.5	30	207	2.1	28	8.5	0.5	1.9	0.11	0.12	0.14	3	4
	40	276	2.8	29	8.8	0.6	2.3	0.14	0.14	0.16	3	4
	50	345	3.5	29	8.8	0.7	2.7	0.16	0.16	0.19	4	5
	60	414	4.1	30	9.1	0.8	3.0	0.18	0.17	0.20	4	5
#0.75	30	207	2.1	29	8.8	0.7	2.7	0.16	0.16	0.19	4	5
	40	275	2.8	30	9.1	0.8	3.0	0.18	0.17	0.20	4	5
	50	344	3.4	31	9.4	0.9	3.4	0.20	0.18	0.21	5	5
	60	413	4.1	32	9.8	1.0	3.8	0.23	0.19	0.22	5	6
#1.0	30	207	2.1	32	9.8	1.3	4.9	0.30	0.24	0.28	6	7
	40	275	2.8	33	10.1	1.5	5.7	0.34	0.27	0.31	7	8
	50	344	3.4	34	10.4	1.6	6.1	0.36	0.27	0.31	7	8
	60	413	4.1	35	10.7	1.8	6.8	0.41	0.28	0.33	7	8
#2.0	30	207	2.1	37	11.3	2.4	9.1	0.55	0.34	0.39	9	10
	40	275	2.8	40	12.2	2.5	9.5	0.57	0.30	0.35	8	9
	50	344	3.4	42	12.8	3.0	11.4	0.68	0.33	0.38	8	10
	60	413	4.1	43	13.1	3.3	11.4	0.68	0.34	0.36	8	9
2.5 Pre- installed	30	207	2.1	38	11.6	2.5	9.5	0.57	0.33	0.38	8	10
	40	275	2.8	39	11.9	2.8	10.6	0.64	0.35	0.41	9	10
	50	344	3.4	40	12.2	3.2	12.1	0.73	0.39	0.44	10	11
	60	413	4.1	41	12.5	3.5	13.3	0.80	0.40	0.46	10	12
#3.0	30	207	2.1	38	11.6	3.6	13.6	0.82	0.48	0.55	12	14
	40	275	2.8	39	11.9	4.2	15.9	0.96	0.53	0.61	14	16
	50	344	3.4	41	12.5	4.6	17.4	1.05	0.53	0.61	13	15
	60	413	4.1	42	12.8	5.0	19.0	1.14	0.55	0.63	14	16
#4.0	30	207	2.1	43	13.1	4.4	16.7	1.00	0.46	0.53	12	13
	40	275	2.8	44	13.4	5.1	19.3	1.16	0.51	0.59	13	15
	50	344	3.4	46	14.0	5.6	21.2	1.27	0.51	0.59	13	15
	60	413	4.1	49	14.9	5.9	22.4	1.34	0.47	0.55	12	14
#6.0	40	276	2.8	45	13.7	5.9	22.4	1.34	0.56	0.65	14	16
	50	344	3.4	46	14.0	6.0	22.7	1.36	0.55	0.63	14	16
	60	413	4.1	48	14.6	6.3	23.9	1.43	0.53	0.61	13	15
	70	482	4.8	49	14.9	6.7	25.4	1.52	0.54	0.62	14	16
#8.0	40	276	2.8	42	12.8	8.0	30.3	1.82	0.87	1.01	22	26
	50	344	3.4	45	13.7	8.5	32.2	1.93	0.81	0.93	21	24
	60	413	4.1	49	14.9	9.5	36.0	2.16	0.76	0.88	19	22
	70	482	4.8	50	15.2	10.0	37.9	2.27	0.77	0.89	20	23

## LOW ANGLE PERFORMANCE DATA

NOZZLE	PRESSURE			RADIUS		FLOW RATE			PRECIP in/hr / mm/hr			
	PSI	kPa	Bars	Ft.	M.	GPM	L/M	M <sup>3</sup> /H	■	▲	■	▲
#1.0	30	207	2.1	22	6.7	1.2	4.5	.27	0.48	0.55	12	14
	40	276	2.8	24	7.3	1.7	6.4	.39	0.57	0.66	14	17
	50	345	3.4	26	7.9	1.8	6.8	.41	0.51	0.59	13	15
	60	414	4.1	28	8.5	2.0	7.6	.45	0.49	0.57	12	14
#3.0	30	207	2.1	29	8.8	3.0	11.4	.68	0.69	0.79	17	20
	40	276	2.8	32	9.8	3.1	11.7	.70	0.58	0.67	15	17
	50	345	3.4	35	10.7	3.5	13.2	.80	0.55	0.64	14	16
	60	414	4.1	37	11.3	3.8	14.4	.86	0.53	0.62	14	16
#4.0	30	207	2.1	31	9.4	3.4	12.9	.77	0.68	0.79	17	20
	40	276	2.8	34	10.4	3.9	14.8	.89	0.65	0.75	17	19
	50	345	3.4	37	11.3	4.4	16.7	1.00	0.62	0.71	16	18
	60	414	4.1	38	11.6	4.7	17.8	1.07	0.63	0.72	16	18
#6.0	40	275	2.8	38	11.6	6.5	24.6	1.48	0.87	1.00	22	25
	50	344	3.4	40	12.2	7.3	27.7	1.66	0.88	1.01	22	26
	60	413	4.1	42	12.8	8.0	30.3	1.82	0.87	1.01	22	26
	70	482	4.8	44	13.4	8.6	32.6	1.96	0.86	0.99	22	25

\*All precipitation rates calculated for 180° operation.  
For the precipitation rate for a 360° sprinkler, divide by 2.



**K-RAIN MANUFACTURING CORP.**  
1640 Australian Avenue  
Riviera Beach, FL 33404 USA  
PH: 561.844.1002 / 1.800.735.7246  
FAX: 561.842.9493  
www.krain.com

© K-RAIN Manufacturing Corp.  
Part Number: 1100519 Rev. 01



# COMAL COUNTY

---

ENGINEER'S OFFICE

RE: ***424 Rittimann Rd.***  
***The Crossing at Spring Creek 2***  
***Lot 293***

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:

- ✓ 1. Maintenance Contract needs to meet the requirements of 285.7(d)(1)(F)
- 2. Revise accordingly and resubmit.

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

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** |

| Comal County | [www.cceo.org](http://www.cceo.org) | f: 830-608-2078 | e: [olverb@co.comal.tx.us](mailto:olverb@co.comal.tx.us) |

REGULATORY AUTHORITY Comal

PERMIT/LICENSE NUMBER \_\_\_\_\_

## WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Lonestar Aerobic Services, LLC

PO Box 228

Boerne, TX 78006

Off. (830)443-4559

Fax (210)579-6073

Website [www.lonestaras.com](http://www.lonestaras.com)E-Mail [wadeccloud@lonestaras.com](mailto:wadeccloud@lonestaras.com)Installer Dennis VarholCustomer Liberty Homes TX, LLCSite Address 424 Rittimann RdCity Spring Branch Zip 78070 Gate # \_\_\_\_\_Mailing Address 27610 Falls CoveCity Boerne Zip 78015Day Phone 503-333-4045

Home Phone \_\_\_\_\_

Emergency Phone \_\_\_\_\_

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between (hereinafter referred to as "Customer") and Lonestar Aerobic Services, LLC. By this agreement, Lonestar 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. The designed flow rate for this system is a maximum of \_\_\_\_\_ gallons per day.
- II. Effective Dates: This agreement commences on \_\_\_\_\_ and ends on \_\_\_\_\_ for a total of two (2) years (initial agreement) or one (1) year (there after). If this is an initial agreement (new installation), the Customer will 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. Renewal: This Agreement shall automatically renew each year at the same terms, conditions, and costs, unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV. Termination of Agreement: 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 the terms of this Agreement. After the deduction of all outstanding charges, any remaining monies from prepayment of 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 agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.
- V. Services: Contractor will;
- Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and as required by state and/or local regulations, for a total of three visits to site per year.
  - Provide a written record of visits to the site by means of an inspection log attached to or contained in the control panel.
  - Repair or replace any equipment or materials at the OSSF if the Contractor has received a written request from the Customer. The Contractor will not be responsible for the cost of a routine monitoring visit. If such service is not covered by the agreement, the Contractor will bill the Customer for said service. Written requests for service must be received by the Contractor within two (2) business days of the date of discovery of the problem. The Contractor will notify the Customer of required service(s) and associated cost(s). Customer must not use the Contractor for any other purpose without the Contractor's written consent.
  - Provide sample collection and laboratory testing of BOD on a yearly basis to determine the health of the system. The Contractor will bill the Customer for the cost of the service.
  - Forward copies of all reports to the appropriate regulatory agency and the Customer.
  - Visit site in response to Customer request for unscheduled service within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of a problem. Unless otherwise specified, the Contractor will bill the Customer for the cost of the service.
- VI. Disinfection: \_\_\_\_\_ Not Recommended. The responsibility to maintain the disinfection system and properly necessary chemicals shall be the responsibility of the Customer.
- VII. Electronic Monitoring is not part of this Agreement.
- VIII. Performance of Agreement: Contractor agrees to perform the following services:
- If this is an initial agreement (new installation);
    - Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
    - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
  - If this is not an initial agreement (existing system);
    - Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
    - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
  - If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following:
- Provide all necessary yard or lawn maintenance and the 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.
  - Protect equipment from physical damage including but not limited to that damage caused by insects.
  - Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's manufacturer recommendations.
  - Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
  - Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
  - Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section V, sub-section D, above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$35 per hour, plus the associated fees for laboratory testing.
  - Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
  - Prevent the condensate from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
  - Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
  - Maintain site drainage to prevent adverse effects on the OSSF.
  - Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.
- X. 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. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$35 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water, air, or gas lines, etc.), or for the uneven settling of the soil.

XI. 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.

XII. Severability: If any provision of this "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 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.

XIII. Fee for Services: The fee does not include any equipment, materials, or labor necessary for non-warranty repairs or for unscheduled, Customer requested visits to the site.

XIV. Payment: Full amount due upon signature (Required of new Customer). Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate contract at any time for nonpayment for services. Any check returned to Contractor for any reason will be assessed a \$29.00 returned check fee.

XV. Application or Transfer of Agreement: The fees of this agreement shall be the responsibility of the subsequent property owner. This Agreement is not transferable. Customer shall advise subsequent property owner(s) of the requirements of this Agreement and authorize Contractor to perform the herein described Services and accept Customer's Responsibilities. This Agreement must be signed and received in Contractor's office within ten (10) days of date of transfer of property ownership. Contractor will apply the fee to the customer first to pay the amount due on invoices arising from this Agreement, including late fees or penalties, returned check fees, and/or charges for service repairs, within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The assumption of fees in this Agreement may cause a reduction in the total coverage period of the Agreement. See Section IV of the Agreement.

XVI. Entire Agreement: This Agreement constitutes the entire agreement of the parties, and there are no other promises, conditions in any other agreement, oral or written.


**VOID**

Wade A Cloud      3/14/25      Installer II      03/07/25      Signature      Date

ITC/GF#2432042-SBSA/KY

**Warranty Deed**

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date:  \_\_\_\_\_, 2024

Grantor: **Tarvin D. Smith and Ruth N. Smith Kom, a married couple**

Grantor's Mailing Address: **132 Blazing Meadow RD #985, Spring Branch, TX 78070**

Grantee: **Liberty Homes TX, LLC**

Grantee's Mailing Address: **27610 Falls Cove, Boerne, TX 78015**

Consideration: **Ten Dollars (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

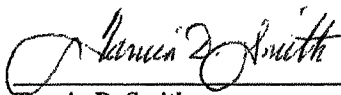
Property (including any improvements): **Lot 293, THE CROSSING AT SPRING CREEK UNIT TWO, a subdivision situated in Comal County, according to the map or plat thereof, recorded in Document No. 200606001905, in the Records of Maps and Plats, Comal County, Texas.**

Reservations from and Exceptions to Conveyance and Warranty: **This conveyance, however, is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, assessments, reservations, outstanding mineral interests held by third parties, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect and shown of record in the hereinabove mentioned County and State or to the extent that they are apparent upon reasonable inspection of the property; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect and relating to the hereinabove described property.**

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that the Contract provides for any such limitations or other agreed matters to survive closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

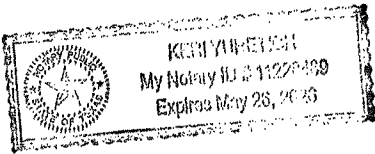
  
Tarvin D. Smith

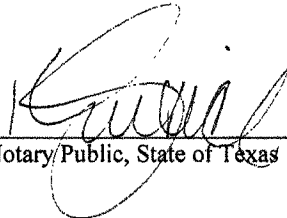
  
Ruth N. Smith Kom

STATE OF TEXAS

COUNTY OF TX

This instrument was acknowledged before me on this 11 day of September 2024, by Tarvin D. Smith and Ruth N. Smith Kom.



  
Notary Public, State of Texas

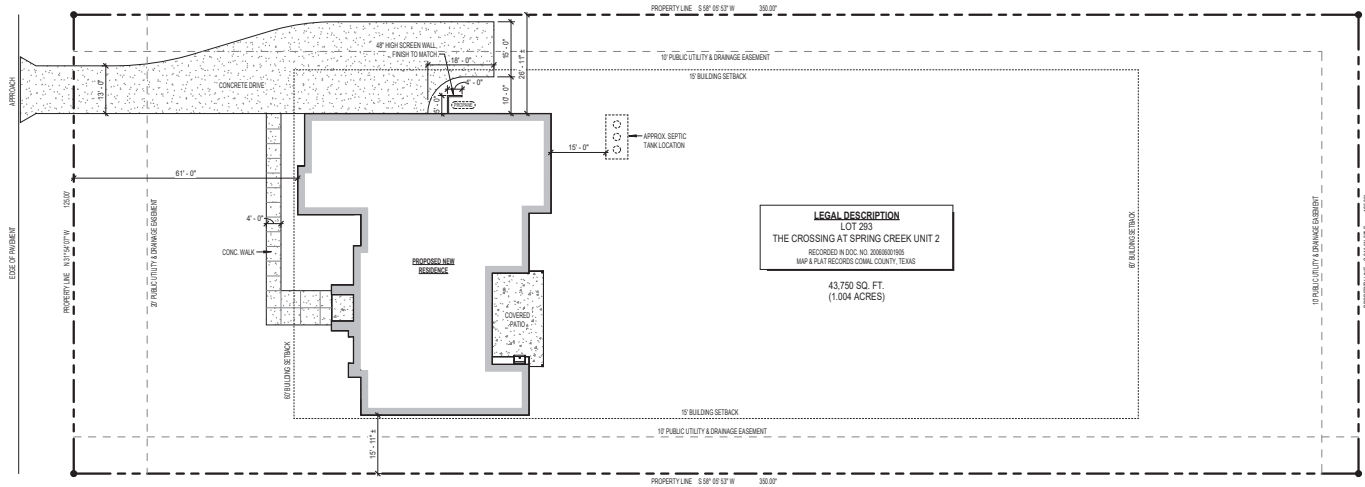
AFTER RECORDING RETURN TO:  
Liberty Homes TX, LLC  
27610 Falls Cove, Boerne, TX 78015

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
10/11/2024 01:36:17 PM  
LAURA 2 Pages(s)  
202406031103

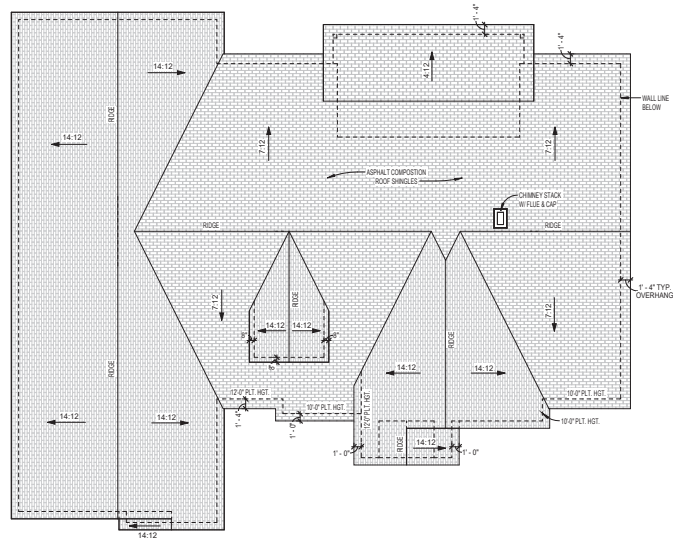




RITTMANN ROAD (6' F.O.W.)



**1 SITE PLAN**  
SCALE: 1/8" = 1'-0"



**SITE - GENERAL NOTES**

- GENERAL**
1. THIS PLAN HAS BEEN PREPARED IN THE USE OF INCOMPLETE SURVEY INFORMATION. CONTRACTOR (BUILDER) TO CONFIRM LOCATION OF PROPERTY LINES, VERIFY ALL EXISTING SETBACKS, EASEMENTS, UTILITIES, STRUCTURES AND TREES. NOTIFY OWNER OF ANY DISCREPANCIES.
  2. CONTRACTOR (BUILDER) AND HIS SUBCONTRACTORS SHALL OBSERVE ALL APPLICABLE LOCAL CODES AND ORDINANCES. IF REQUIRED, THE CONTRACTOR SHALL SEEK IN A TIMELY FASHION ALL PERMITS, INSPECTIONS, AND APPROVALS REQUIRED FOR ALL WORK.
  3. CONTRACTOR (BUILDER) SHALL MAINTAIN A NEAT JOB SITE AND SHALL THOROUGHLY CLEAN ALL FINISHED SURFACES INSIDE AND OUTSIDE PRIOR TO FINAL COMPLETION.
  4. THIS PLAN HAS BEEN PREPARED IN THE USE OF INCOMPLETE GRADING PLANS. SITE GRADINGS NEED TO BE VERIFIED AND ESTABLISHED. MAINTAIN 2% MIN. SLOPE FOR 4" TYP. AWAY FROM STRUCTURE.
- SITE**
5. PROVIDE CONTROL JOINTS AND EXPANSION JOINTS AS REQUIRED FOR CONCRETE PLATWORK AND DRIVEWAYS.
  6. COORDINATE DRIVEWAY SURFACE FINISH W/ OWNER.
  7. PRESERVE EXISTING TREES AND VEGETATION UNLESS OTHERWISE DIRECTED BY OWNER.
  8. PROVIDE GUTTERS AND DOWNSPOUTS AS SHOWN AND/OR OTHERWISE DIRECTED BY OWNER.

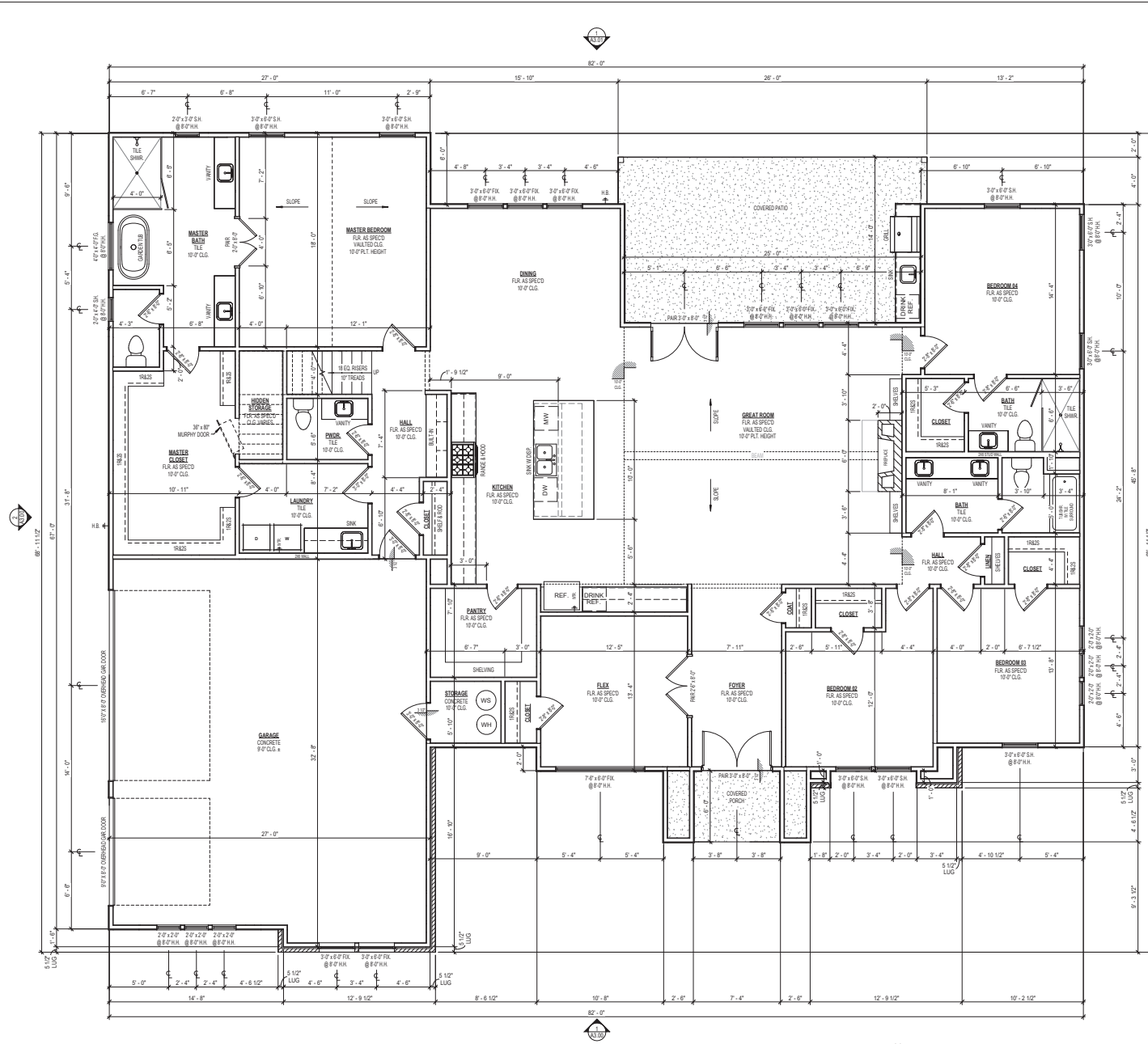
**SITE - LEGEND**

- NEW CONCRETE PLATWORK / DRIVEWAY
- PROPOSED RESIDENCE SEE ARCHITECTURAL FLOOR PLAN
- PROPERTY LINE
- EASEMENTS
- SETBACKS

424 RITTMANN ROAD - LOT 293  
SPRING BRANCH, TEXAS 78070

PROJECT NO. 24-082  
DATE 3/9/2025

**A1.00**  
SITE PLAN

**1 FIRST FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

AREA TABULATION	
CONDITIONED	
FIRST FLOOR	3,269 SQ. FT.
SECOND FLOOR	546 SQ. FT.
TOTAL CONDITIONED	
3,815 SQ. FT.	
UNCONDITIONED	
2-CAR GARAGE + STORAGE	895 SQ. FT.
COVERED PORCH	50 SQ. FT.
COVERED PATIO	354 SQ. FT.
TOTAL FOUNDATION AREA	
4,568 SQ. FT.	

**FLOOR PLAN - GENERAL NOTES****GENERAL**

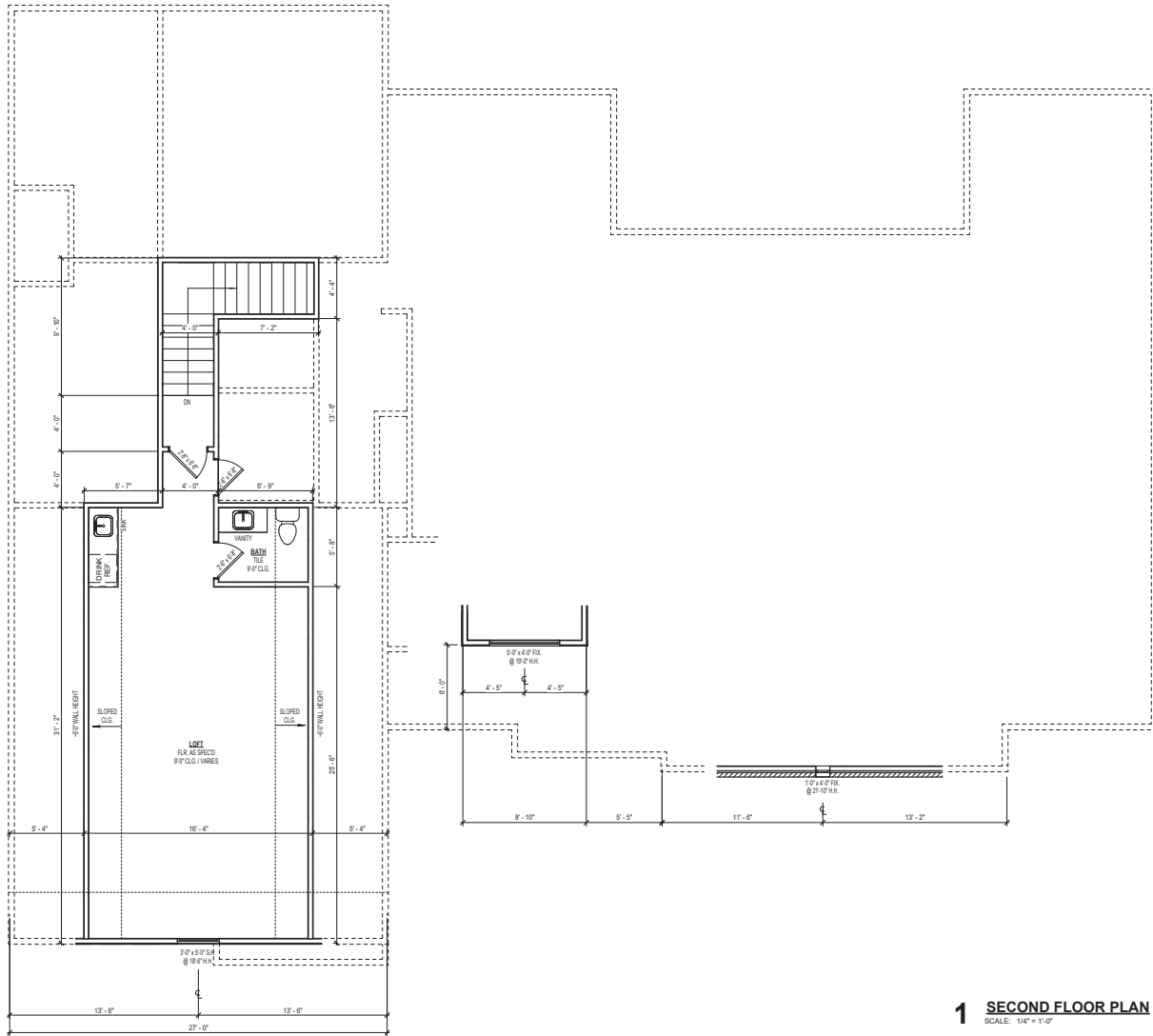
1. THE INTENT OF THE DRAWINGS IS TO PROVIDE FOR A WATERPROOF AND WEATHERPROOF BUILDING. PROPER TERMINAL AND MATERIALS AND ASSEMBLIES WITH APPROPRIATE TREATING, SEALANT, EXPANSION CONTROL, ETC. AS REQUIRED FOR A COMPLETE AND PROPER INSTALLATION AS ACCEPTED BY STANDARD BUILDING PRACTICES.
2. ALL SUBCONTRACTORS ARE RESPONSIBLE FOR A COMPLETE JOB WITHIN THEIR RESPECTIVE AREA. ALL APPLICABLE CITY, COUNTY AND STATE CODES, LOCAL REGULATIONS AND THE DIRECTION OF THE BUILDING DEPARTMENT FOR SUCH BUILDING LANS, REGULATIONS AND DIRECTIONS ARE TO BE CONSIDERED AS PART OF THESE PLANS. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY WORK KNOWNLY PERFORMED CONTRARY TO SUCH LAWS, ORDINANCES, OR REGULATIONS.
3. ALL WORK AND MATERIAL ARE TO COMPLY WITH EVERY RESPECT WITH THE LATEST REQUIREMENTS OF ALL APPLICABLE CITY, COUNTY AND STATE CODES, LOCAL REGULATIONS AND THE DIRECTION OF THE BUILDING DEPARTMENT FOR SUCH BUILDING LANS, REGULATIONS AND DIRECTIONS ARE TO BE CONSIDERED AS PART OF THESE PLANS. THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY WORK KNOWNLY PERFORMED CONTRARY TO SUCH LAWS, ORDINANCES, OR REGULATIONS.
4. CONTRACTOR SHALL INSTALL ALL UNMANUFACTURED ITEMS, MATERIALS AND EQUIPMENT IN STRICT ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND INSTRUCTIONS.
5. NO SUBSTITUTION OF MATERIALS FOR THOSE SPECIFIED SHALL BE MADE WITHOUT THE OWNER'S APPROVAL.
6. DIMENSIONS ARE TO FACE OF STUDIES UNLESS OTHERWISE NOTED. WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALED DIMENSIONS.
7. PROVIDE BLOCKING WHERE REQUIRED PER CODE.
8. ALL FINISHES (INTERIOR & EXTERIOR) TO BE VERIFIED WITH OWNER PRIOR TO CONSTRUCTION.
9. VERIFY ALL DOOR AND WINDOW SIZES AND SIZES WITH OWNER PRIOR TO CONSTRUCTION. MANUFACTURER TO SUPPLY ALL ROUGH OPENING SIZES.
10. CONTRACTOR TO VERIFY ALL CLEARANCES OF ALL DOORS, WINDOWS AND OTHER ITEMS THAT ARE CRITICAL PRIOR TO CONSTRUCTION.
11. PORCHES, BALCONIES OR RAISED FLOOR SURFACES LOCATED MORE THAN 30 INCHES ABOVE THE EXISTING GRADE OR GRADE BELOW AT ANY POINT WITHIN 36 INCHES HORIZONTALLY SHALL HAVE GUARDS NOT LESS THAN 36 INCHES IN HEIGHT. OPEN SIZES OF SINGS WITH A TOTAL RISE OF MORE THAN 30 INCHES ABOVE THE FLOOR OR GRADE BELOW SHALL HAVE GUARDS NOT LESS THAN 36 INCHES IN HEIGHT. MEASURED VERTICALLY FROM THE KNOCKOUT OF THE FENCE. INSECT SCREENING SHALL NOT BE CONSIDERED AS A GUARD. SEE R312.1.1 & R312.1.2 OF IRC 2015.
12. EMERGENCY ESCAPE AND RESCUE OPENINGS SHALL BE OPERATIONAL FROM THE INSIDE OF THE ROOM WITHOUT THE USE OF KEYS, TOOLS OR SPECIAL KNOWLEDGE. WINDOW OPENING CONTROL DEVICES COMPLYING WITH ASCE 2409 SHALL BE INSTALLED FOR USE ON WINDOWS SERVING AS A REQUIRED EMERGENCY ESCAPE AND RESCUE OPENING. ALL BUILDING CODES FOR SUCH LAWS, ORDINANCES, ACCESS THROUGH A DOOR OR WINDOW WITH A MINIMUM OF 5.7 SQUARE FEET NET CLEAR OPENING AS REQUIRED BY R310.1.1. MAXIMUM SILL HEIGHT TO BE 44 INCHES. MINIMUM NET CLEAR OPENING HEIGHT TO BE 24 INCHES. MINIMUM NET CLEAR OPENING WIDTH TO BE 20 INCHES.
13. EXCEPTION: GRADE FLOOR OR BELOW GRADE OPENINGS SHALL HAVE A MINIMUM NET CLEAR OPENING OF 5 SQUARE FEET.
14. ALL SQUARE FOOTAGE MEASUREMENTS ARE APPROXIMATE AND MAY DIFFER FROM ACTUAL CONSTRUCTED RESIDENCE OR BUILDING.
15. PROVIDE CONTIGUOUS AIR BARRIER AT BUILDING THERMAL ENVELOPE IN COMPLIANCE WITH IRC TABLE R601.1.1.
16. INSULATE ALL ACCESS DOORS/DOORWAYS TO CRAWL SPACES AND ATTICS TO THE EQUIVALENT RATING OF THE WALL, FLOOR OR CEILING THROUGH WHICH THE PENETRATION.
17. GLAZING IN DOORS AND ENCLOSURES FOR BATH TUBS AND SHOWERS WHERE THE BOTTOM EDGE IS LESS THAN 10" MEASURED VERTICALLY ABOVE ANY STANDING OR WALKING SURFACE TO BE TEMPERED GLAZING.
18. ALL WINDOWS WITHIN 30" OF ANY DOOR REGARDLESS OF WALL PLANE, AND WHOSE BOTTOM EDGE IS LESS THAN 40" ABOVE FLOOR OR WALKING SURFACE SHALL BE TEMPERED GLAZING.

**MECHANICAL SYSTEMS**

19. M1903.1 APPLIANCES SHALL BE ACCESSIBLE FOR INSPECTION, SERVICE, REPAIR AND REPAIR ACROSS WITHOUT REMOVING PERMANENT CONSTRUCTION, OTHER APPLIANCES, OR ANY OTHER PERMANENT OR DUCTS NOT CONNECTED TO THE APPLIANCE BEING INSPECTED, SERVICED, REPAIRED OR REPLACED. A LEVEL WORKING SPACE AT LEAST 18 INCHES DEEP AND 30 INCHES WIDE SHALL BE PROVIDED IN FRONT OF THE CONTROL, DUCT, SERVICE AIR APPLIANCE.
20. FURNACES AND AIR HANDLERS WITHIN COMPARTMENTS OR ALCOVES SHALL HAVE A MINIMUM WORKING SPACE CLEARANCE OF 6 INCHES ALONG THE SIDES, BACK AND TOP WITH A TOTAL WIDTH OF THE EXCLUDING SPACE BEING AT LEAST 12 INCHES WIDER THAN THE FURNACE OR AIR HANDLER. FURNACES HAVING A FREEDOM OPEN TO THE ATMOSPHERE SHALL HAVE AT LEAST A 6 INCH WORKING SPACE ALONG THE FRONT CONSTRUCTION CHAMBER SIDE. COMBUSTION AIR OPENINGS AT THE REAR OR SIDE OF THE COMPARTMENT SHALL COMPLY WITH THE REQUIREMENTS OF CHAPTER 15.
21. M1903.2 APPLIANCES IN ATTICS: ATTICS CONTAINING APPLIANCES SHALL BE PROVIDED WITH AN OPENING AND A CLEAR AND UNOBSTRUCTED PASSAGEWAY LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE, BUT NOT LESS THAN 30 INCHES HIGH AND 22 INCHES WIDE AND NOT MORE THAN 20 FEET LONG MEASURED ALONG THE CENTER LINE OF THE PASSAGEWAY FROM THE OPENING TO THE APPLIANCE. THE PASSAGEWAY SHALL HAVE CONTINUOUS SOLID SIDING IN ACCORDANCE WITH CHAPTER 15. NOT LESS THAN 30 INCHES WIDE. A LEVEL SERVICE SPACE AT LEAST 30 INCHES DEEP AND 30 INCHES WIDE SHALL BE PRESENT ALONG ALL SIDES OF THE APPLIANCE WHERE ACCESS IS REQUIRED. THE CLEAR ACCESS OPENING DIMENSIONS SHALL BE A MINIMUM OF 20 INCHES BY 30 INCHES, AND LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE.

**EXCEPTIONS:**

- a. THE PASSAGEWAY AND LEVEL SERVICE SPACE ARE NOT REQUIRED WHERE THE APPLIANCE CAN BE SERVICED AND REMOVED THROUGH THE REQUIRED OPENING.
- b. WHERE THE PASSAGEWAY IS UNOBTAINED, THE CLEAR ACCESS OPENING DIMENSIONS SHALL BE A MINIMUM OF 20 INCHES BY 30 INCHES, AND LARGE ENOUGH TO ALLOW REMOVAL OF THE LARGEST APPLIANCE.
22. AT LEAST ONE THERMOSTAT SHALL BE PROVIDED FOR EACH SEPARATE HEATING AND COOLING SYSTEM. AT LEAST ONE THERMOSTAT TO BE DAILY PROGRAMMABLE.
23. ALL RETURN AIR GRILLS ARE TO BE LOCATED TO COMPLY WITH SECTION M1903.2 OF THE IRC 2015.
24. ALL BATHROOM EXHAUST VENTS SHALL BE VENTED DIRECTLY TO THE EXTERIOR OF THE HOME AND NOT INTO THE ATTIC. IRC 2015, M1903.2



**1 SECOND FLOOR PLAN**  
SCALE: 1/4" = 1'-0"



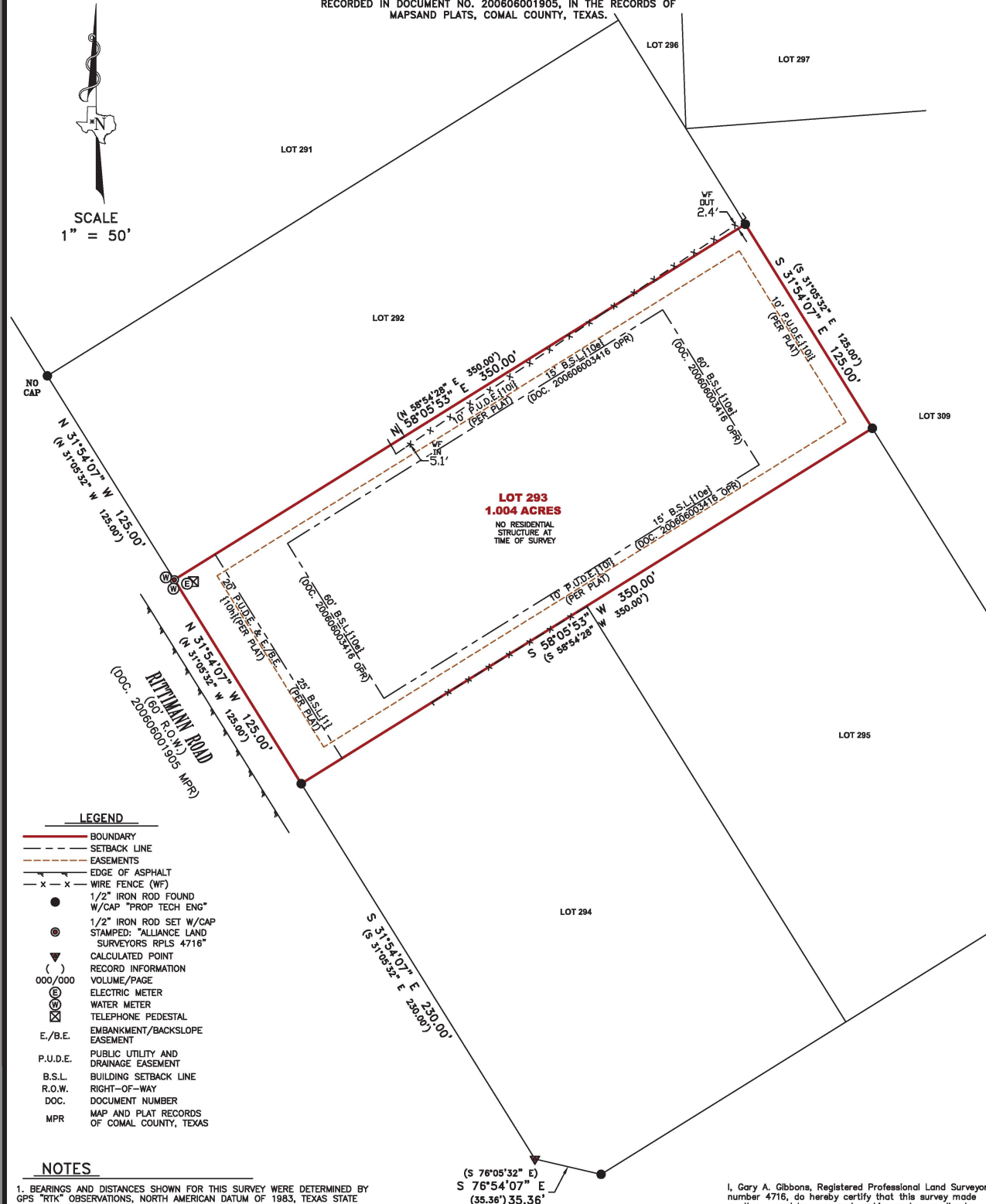
TBPESL FIRM No. 10194244  
18410 US Hwy 281 N, Suite 109  
San Antonio, TX 78259  
(210) 369-9509

BUYER/OWNER: LIBERTY HOMES TX, LLC  
ADDRESS: 424 RITTMANN ROAD  
CITY, STATE, ZIP: SPRING BRANCH, TEXAS 78070  
TITLE COMPANY: INDEPENDENCE TITLE  
GF NUMBER: 2432042-SBSA  
EFFECTIVE DATE: SEPTEMBER 2, 2024  
ISSUE DATE: SEPTEMBER 11, 2024



## LAND TITLE SURVEY

LOT 293, THE CROSSING AT SPRING CREEK UNIT TWO, A SUBDIVISION  
SITUATED IN COMAL COUNTY, ACCORDING TO THE MAP OR PLAT THEREOF,  
RECORDED IN DOCUMENT NO. 200606001905, IN THE RECORDS OF  
MAPS AND PLATS, COMAL COUNTY, TEXAS.



LEGEND	
	BOUNDARY
	SETBACK LINE
	EASEMENTS
	EDGE OF ASPHALT
	WIRE FENCE (WF)
	1/2" IRON ROD FOUND W/CAP "PROP TECH ENG"
	1/2" IRON ROD SET W/CAP STAMPED: "ALLIANCE LAND SURVEYORS RPLS 4716"
	CALCULATED POINT
	RECORD INFORMATION
	VOLUME/PAGE
	ELECTRIC METER
	WATER METER
	TELEPHONE PEDESTAL
	EMBANKMENT/BACKSLOPE EASEMENT
	PUBLIC UTILITY AND DRAINAGE EASEMENT
	BUILDING SETBACK LINE
	RIGHT-OF-WAY
	DOCUMENT NUMBER
	MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS

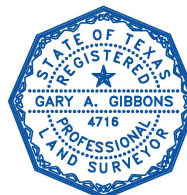
## NOTES

1. BEARINGS AND DISTANCES SHOWN FOR THIS SURVEY WERE DETERMINED BY GPS "RTK" OBSERVATIONS, NORTH AMERICAN DATUM OF 1983, TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE 4204, GRID.

2. PER SCHEDULE B OF THE TITLE COMMITMENT REFERENCED HEREON, THE FOLLOWING ITEMS MAY AFFECT THIS TRACT:

{1} RESTRICTIONS RECORDED IN DOCUMENT NO. 200606001905, IN THE RECORDS OF MAPS AND PLATS; DOCUMENT NO.(S) 200606003416, 200706011089, OFFICIAL RECORDS; DOCUMENT NO.(S) 201208002020, 201506050982, 201706026066, 201706027045, 201806026501, 201806046487, 201906060434, 202006052995, AND 202406020301, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS.

ACCORDING TO FEMA MAP NO. 48091C0070F WITH AN EFFECTIVE DATE OF 09/02/2009, THIS PROPERTY LIES WITHIN ZONE X AND IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA. THIS INFORMATION IS SUBJECT TO CHANGE AS A RESULT OF FUTURE MAP REVISIONS BY FEMA. APPROXIMATE LIMITS (IF SHOWN) ARE BASED ON AVAILABLE SHAPE FILES PROVIDED BY FEMA ( [masc.fema.gov](http://masc.fema.gov)).



I, Gary A. Gibbons, Registered Professional Land Surveyor number 4716, do hereby certify that this survey made on the ground by personnel working under my direct supervision and that this professional service conforms to the minimum standards of survey practices as set out by the Texas Board of Professional Engineers and Land Surveyors as of this date.

Survey field work completed on:  
THE 7TH DAY OF OCTOBER 2024, A.D.

*Gary A. Gibbons*  
GARY A. GIBBONS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION NO. 4716

JOB NO. 241018007

FIELD WORK:  
B.B. III

BOUNDARY:  
JTD

DRAWN:  
E.A.

REVIEW:  
G.G.

REVISION DATE: ---