



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 09/09/2025 Permit Number: 118864

Location Description: 8151 REBECCA CREEK RD
SPRING BRANCH, TX 78070

Subdivision: Rebecca Creek
Unit: Third Filing
Lot: 21
Block: 38
Acreage: 0.0000

Type of System: Aerobic
Surface Irrigation

Issued to: Ira Lynn

This license is authorization for the owner to operate and maintain a private facility at the location described in accordance to the rules and regulations for on-site sewerage facilities of Comal County, Texas, and the Texas Commission on Environmental Quality.

The license grants permission to operate the facility. It does not guarantee successful operation. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

Alterations to this permit including, but not limited to:

- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

may require a new permit. **It is the responsibility of the owner to apply for a new permit, if applicable.**

Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority
Comal County Environmental Health

ENVIRONMENTAL HEALTH INSPECTOR

OS0036769

ENVIRONMENTAL HEALTH COORDINATOR

Assistant: OS0034792

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: 118864
Issued This Date: 08/25/2025
This permit is hereby given to: Ira Lynn

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

8151 REBECCA CREEK RD
SPRING BRANCH, TX 78070

Subdivision: Rebecca Creek
Unit: Third Filing
Lot: 21
Block: 38
Acreage: 0.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

RECEIVED

By Kathy Griffin at 10:39 am, Jul 18, 2025



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

--	--

Date Received

Initials

118864

Permit Number

Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist must accompany the completed application.

OSSF Permit

- ☒ Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- ☒ Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- ☒ Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- ☒ Required Permit Fee - See Attached Fee Schedule
- ☒ Copy of Recorded Deed
- ☒ Surface Application/Aerobic Treatment System
 - ☒ Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - ☒ Signed Maintenance Contract with Effective Date as Issuance of License to Operate

I affirm that I have provided all information required for my OSSF Development Application and that this application constitutes a completed OSSF Development Application.

X 
Signature of Applicant

July 14 25
Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION
___ (Missing Items Circled, Application Refeused)

RECEIVED

By Kathy Griffin at 10:39 am, Jul 18, 2025



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date 7/5/2025

Permit Number

118864

1. APPLICANT / AGENT INFORMATION

Owner Name Ira Lynn
Mailing Address 1390 Deep Water Drive
City, State, Zip Spring Branch, Texas 78070
Phone # 210-414-5374
Email iralynn.fish@gmail.com

Agent Name Brian Erxleben, R.S. 3637
Agent Address 562 S. Hwy 123 Bypass #128
City, State, Zip Seguin, Texas 78155
Phone # 830-660-9133
Email bandverx@gmail.com

2. LOCATION

Subdivision Name Rebecca Creek Third Filing Unit _____ Lot 21 Block 38
Survey Name / Abstract Number _____ Acreage _____
Address 8151 Rebecca Creek Road City Spring Branch State Texas Zip 78070

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1064

☐ 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: \$ 100,000 (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well ☐ Rainwater

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Signature of Owner

Date

July 14 25



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By Brian Erxleben, R.S. 3637

System Description Aerobic Treatment/Surface Application

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

Tank Size(s) (Gallons) 600 gpd

Absorption/Application Area (Sq Ft) 3807

Gallons Per Day (As Per TCEQ Table III) 240

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If yes, indicate the city: _____

By signing this application, I certify that:

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

Signature of Designer

7-23-25

Date

Revised
Efrain Gallegos
09/04/2025 12:49:00 PM

2/c



202506022360 07/18/2025 09:27:09 AM 1/2

THE COUNTY OF COMAL *
STATE OF TEXAS *

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, 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 (commission) 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 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 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:

UNIT BLOCK 38 LOT 21 SUBDIVISION *Rebecca Creek Third Filing*

IF NOT IN SUBDIVISION: ACRES SURVEY

The property is owned by Ira Lynn.

This OSSF shall 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 Environmental Health Department**.

WITNESS MY HAND ON THIS 14 DAY OF July, 2025.

[Signature]
OWNER/AGENT NAME (SIGNATURE)

[Signature]
OWNER/AGENT NAME (SIGNATURE)

Ira Lynn
OWNER/AGENT NAME (PRINTED)

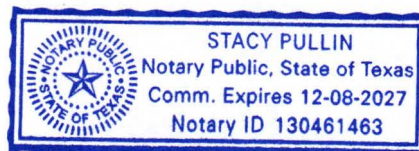
[Signature]
OWNER/AGENT NAME (PRINTED)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 14 DAY OF July, 2025

[Signature]
Notary Public, State of Texas

Notary's Printed Name: Stacy Pullin

Commission Expires: 12-08-2027





This page has been added to comply with the statutory requirements that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Created 7/27/15

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
07/18/2025 09:27:09 AM
MARY 2 Page(s)
202506022360



Bobbie Koepp

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer Ira Lynn
Site Address 8151 Rebecca Creek Road
City Spring Branch Zip 78070
Mailing Address 1390 Deep Water Dr Spring Branch, TX 78070
County Comal Map # _____
Phone 210-414-5374
Email iralynn.fish@gmail.com

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

II. Effective Date:

This Agreement commences on the date the license to operate is issued and ends on 2 years from start date for a total of two (2) years (initial agreement) or one (1) year (thereafter). If this is an initial agreement (new installation), the Customer shall notify the Contractor within two (2) business days of the system's first use to establish the date of commencement. If no notification is received by Contractor within ninety (90) days after completion of installation or where county authority mandates, the date of commencement will be the date the "License to operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. Termination of Agreement:

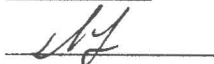
This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating party thirty (30) days prior to the termination of this Agreement. If this Agreement is terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of all outstanding charges, any remaining monies from prepayment for services will be refunded to customer within thirty (30) days of termination of this Agreement. Either party terminating this Agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination. Nonpayment of any kind shall be considered breach of contract and a termination of contract.

IV. Services:

Contractor will:

- Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- 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 the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system within two (2) business days after said notification.
- 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 services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:



Customer's Initials



RC

Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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



Customer's Initials



RC

Contractor's Initials

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debts. Contractor may terminate contract at any time for non-payment for services. Any check returned to Contractor for any reason will be assessed a \$40.00 return check fee.

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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

Rudy Carson

Hick Creek Aerobic Services, LLC
Contractor
MPS 0002016

Customer Signature

Date



Copyright
All rights reserved

RC

Customer's Initials

Contractor's Initials

OSSF SOIL EVALUATION REPORT INFORMATION
COMAL COUNTY

DATE: 7-5-25

Applicant Information:

Name: Ira Lynn
Address: 1390 Deep Water Drive
City: Spring Branch State: Texas Zip: 78070
Ph: (210) 414-5374 Fax:

Site Evaluator Information:

Name: Brian Erxleben
Address: 562 S. Hwy 123 Bypass #128
City: Seguin State: Texas Zip: 78155
Ph: (830) 660-9133 E-mail: bandverx@gmail.com

Property Location:

Lot: 21 Block: 38
Subdivision: Rebecca Creek Third Filing
Street/Road Address: 8151 Rebecca Creek Road
City: Spring Branch State: TX Zip: 78070
Additional:

Installer Information:

Name: Gavin Hodge, OS0036734
Company: Blackwater Excavation
Address: P.O. Box 584
City: Stockdale State: TX Zip: 78160
Ph: (210) 413-6080 gavin_hodge6080@yahoo.com

SCHEMATIC of LOT of TRACT

Show:

North arrow, adjacent streets, property lines, dimensions, location of buildings, easements, swimming pools, water lines, and other structures where known.

Location of existing or proposed water wells within 150 feet of property.

Indicate slope or provide contour lines from the structure to the farthest location for the proposed soil absorption or irrigation area.

Location of soil boring or dug pits (show with respect to a known reference point).

Location of drainage ways, water impoundment areas, cut or fills bank, sharp slopes and breaks.

Lot Size: 0.30 acres

SITE DRAWING

SEE SITE PLAN

FEATURES OF SITE AREA

Presence of 100 year flood zone	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Presence of upper water shed	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Existing or proposed water well in nearby area	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Organized sewage service available to lot	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Presence of adjacent ponds, streams, water impoundments	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

Site Evaluator:

NAME: BRIAN ERXLEBEN

Signature: 

License No: 11458

COMAL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

OSSF SOIL EVALUATION FORM

Owners Name: Ira Lynn
 Physical Address: 8151 Rebecca Creek Road Spring Branch, Texas 78070
 Name of Site Evaluator: Brian Erxleben, S.E. #11458
 Date Performed: 7-2-25 Proposed Excavation Depth: NA

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil evaluation must be shown on the application site drawing or designer's site drawing.
 For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.
 Please describe each soil horizon and identify any restrictive features in the space provided below. Draw lines at the appropriate depths.

SOIL BORING NUMBER <u>1 & 2</u>						
Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III- blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	Type 4 Rock	Clay	N/A	None	None	Aerobic Spray
1						
2						
3						
4						
5						

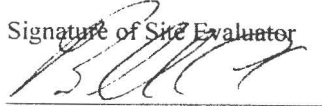
SOIL BORING NUMBER _____						
Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III- blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0						
1						
2						
3						
4						
5						

FEATURES OF SITE AREA

Presence of 100 year flood zone	YES ___ NO <u>X</u>
Presence of adjacent ponds, streams, water impoundments	YES ___ NO <u>X</u>
Existing or proposed water well in nearby area	YES ___ NO <u>X</u>
Organized sewage available to lot or tract	YES ___ NO <u>X</u>
Recharge features within 150 feet	YES ___ NO <u>X</u>

I certify that the above statements are true and are based on my own field observations.

Signature of Site Evaluator



Date

7-2-25

Revised
Efrain Gallegos

Brian Erxleben, R.S., S.E.
562 S. Hwy 123 Bypass #128
Seguin, Texas 78155
Mobile (830) 660-9133 bandverx@gmail.com

09/04/2025 12:43:16 PM

OSSF DESIGN

Owner: **Ira Lynn**
Location: **8151 Rebecca Creek Road Spring Branch, Texas 78070**
Phone: **(210) 414-5374**
Date: **7-23-25**

Development: **MH with water saving devices** Bedrooms: **3** Sq. Ft: **1064**

Q: **240 gpd** Soil: **Type 4** R_i : **0.064 gall/ft²/day**

System Type: **Aerobic/Surface Application (NuWater B-550, 600 gpd)**

Minimum Required ATU Treatment Capacity: **360 gpd**

Trash Tank: 353 gall Aerobic Tank: 600 gpd Pump Tank: 768 gall

Supply Line: **Sch 40, 1" purple (~100')** Check Valve Required: **No**

Minimum Application Area (A): 3750 ft² ($A = Q/R_i$)

Sprinklers: **K-Rain Proplus Low Angle**

Number	Nozzle	PSI	Pattern	Radius	Area/head	GPM/head	R_i
S1	#4	30	180°	30 ft	1413 ft²	3.4	0.064
S2	#4	30	180°	30 ft	1413 ft²	3.4	0.064
S3	#3	30	180°	25 ft	981 ft²	3.0	0.064

Overlap Area: 0 ft² Actual Application Area: **3807 ft²** GPM: **9.8 GPM**

TDH Calculations:

$$\text{Friction Head}(H_f) = \frac{1.2(10.4397)(L)(Q)^{1.85}}{(C)^{1.85}(D)^{4.8655}} = 15 \text{ ft}$$

L = Length of equivalent pipe length (D) in feet

C = Hazen – Williams flow coefficient (150 for schedule 40)

Q = Flow rate, gpm

D = Internal pipe diameter, inches

Pressure Head (H_p) = 70 ft (2.31)(psi) Elevation Head (H_e) = 5 ft

TDH = **90 ft** ($H_f + H_p + H_e$)

Pump Requirements: **9.8 GPM @ 90 ft TDH** Pump Used: **StaRite 20 gpm, 0.50 HP**

- **Timer set to spray between 12:00 AM & 5:00 AM**
- **Liquid chlorinator**

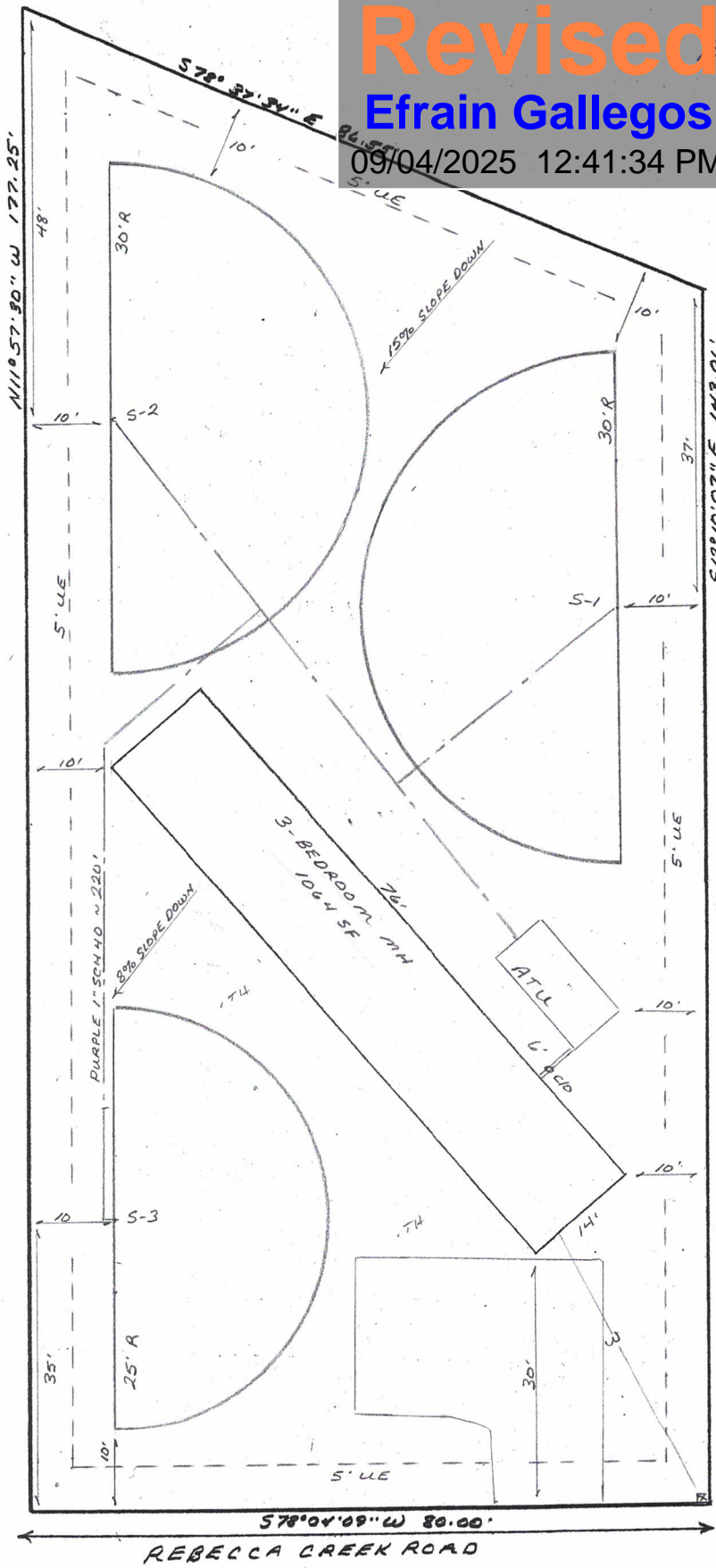


Revised

Efrain Gallegos

09/04/2025 12:41:34 PM

REVISED 7-23-25



LOT 21, BLOCK 38
REBECCA CREEK THIRD FILING
0.30 ACRES

PROPERTY IS LOCATED OUTSIDE OF THE 100-YEAR FLOODPLAIN AND WITHIN THE CONTRIBUTING ZONE. THERE IS NO CZP FOR THE SUBDIVISION. DEVELOPMENT IS A SINGLE FAMILY RESIDENCE WITH <20% IMPERVIOUS COVER AND A CZP IS NOT REQUIRED.

NOTES:

1. Install a 2-way cleanout in a 3" sch 40 tightline from the house to the ATU, minimum slope 1/8 in/ft.
2. ATU is a NuWater B-550.
3. Supply line to the sprinklers is purple 1" sch 40.
4. All sprinklers are K-Rain Proplus low angle sprinklers spraying a 180° pattern @ 30 psi. S1-2 have #4 nozzles and spray a 30' radius and S3 has a #3 nozzle and sprays a 25' radius. *Due to small lot size, adequate space is not available to provide a 20' setback between the spray area and the property line. A variance is requested to locate the spray area 10' from the property line. A battery backup shall be installed in the control panel to insure that the timer does not lose power and that the system sprays only between the hours of 12:00 AM & 5:00 AM providing the equivalent protection of a 20' separation between the spray area and the property line.*
5. There shall be no obstruction within 10' of the sprinkler heads.
6. Audible & visual alarms, external disconnect within site of the pump tank, pump & alarms on separate breakers and external wiring in conduit are required.
7. Timer set to spray between 12:00 AM & 5:00 AM.
8. Liquid chlorinator.
9. Any excavations and/or exposed rock in the disposal area shall be covered with topsoil and seasonal grasses shall be seeded over the disposal area in order to minimize run-off & erosion.

REVISED SITE PLAN & OSSF DESIGN:

IRA LYNN
8151 REBECCA CREEK ROAD
SPRING BRANCH, TEXAS 78070

BRIAN C. ERXLEBEN, R.S.
562 S. HWY 123 BYPASS #128
SEGUIN, TEXAS 78155
(830) 660-9133

DATE: 7-23-25

SCALE: 1" = 20'

Assembly Details

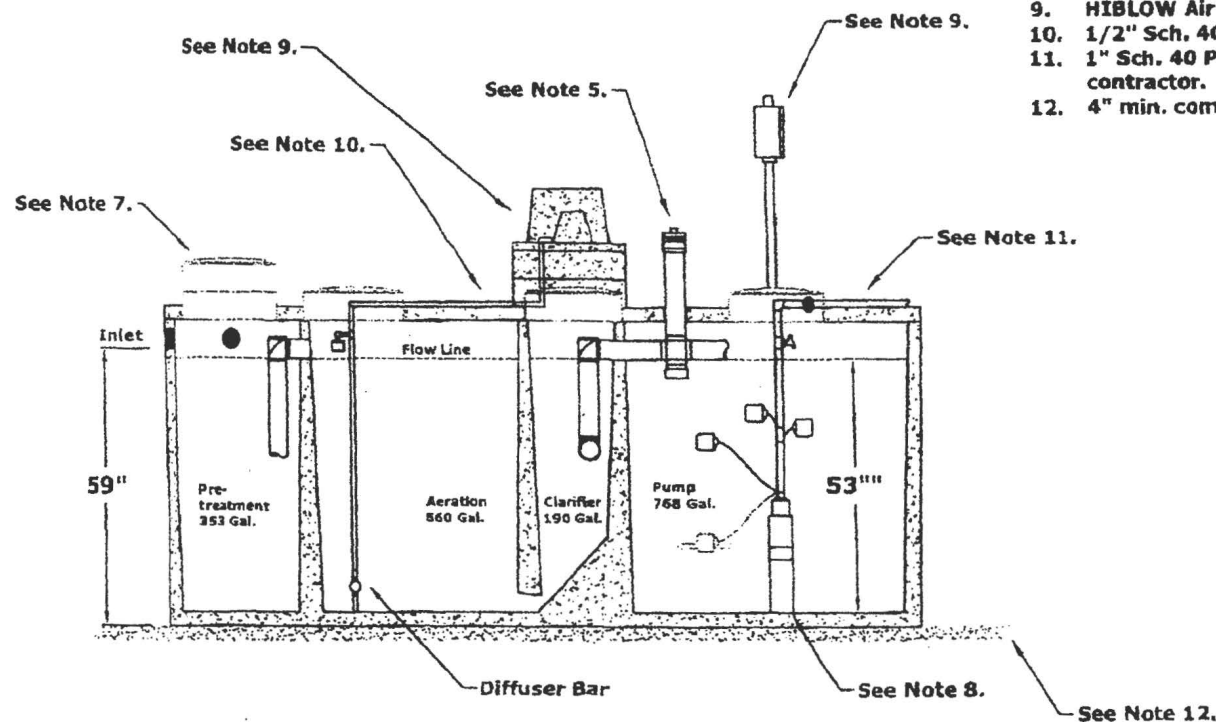
OSSF



Q'S UP TO 360 GPD
14.49 GALL/IN
HIGH WATER ALARM "ON" TO BOTTOM OF INLET: 9" (130 GALL)
PUMP "ON" TO HIGH WATER ALARM "ON": 25" (362 GALL)
RESIDUAL: 13" (189 GALL)

GENERAL NOTES:

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



DIMENSIONS:

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

MINIMUM EXCAVATION DIMENSIONS:

Width: 76"
Length: 176"

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

Model: B-550-PC-400PT

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

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

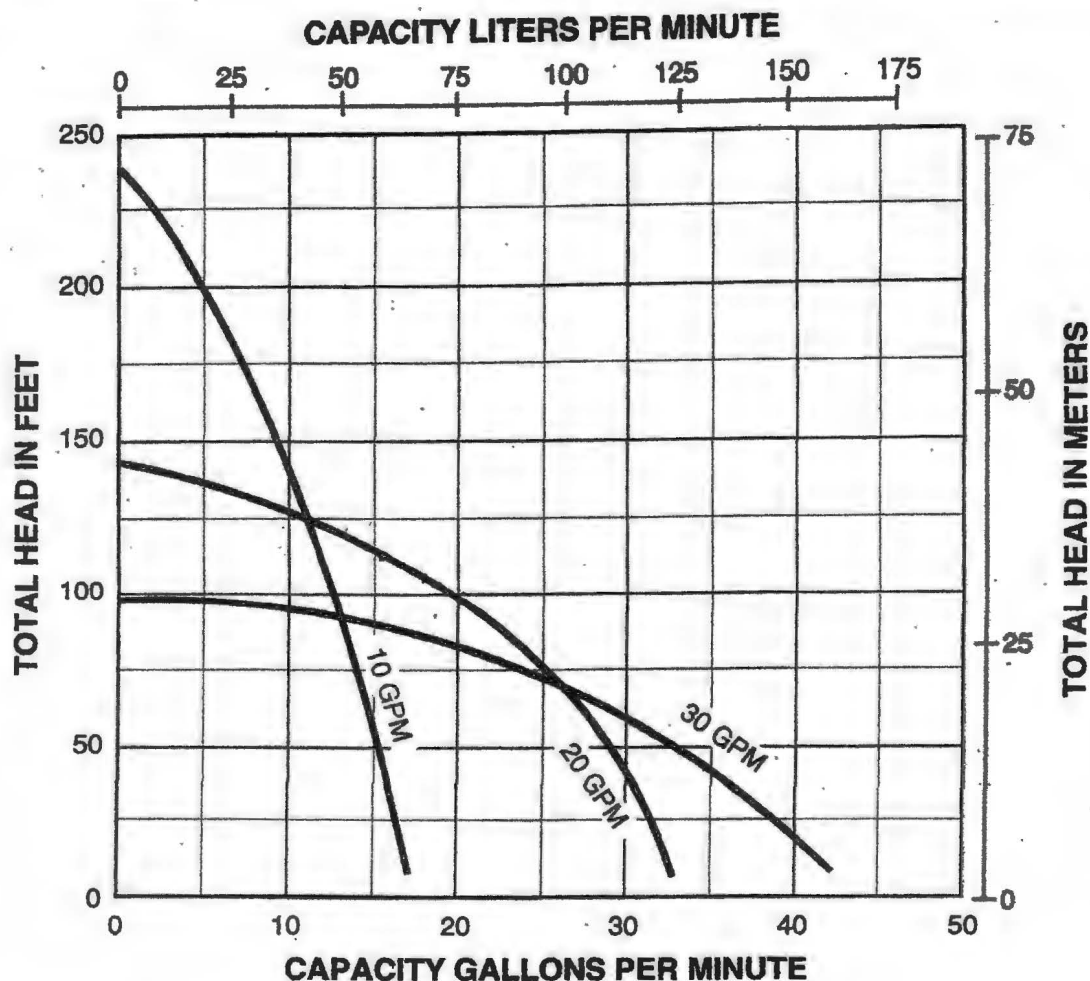


Advantage Wastewater Solutions II
444 A Old Hwy No 9
Comfort, TX 78013
830-995-3189
fax 830-995-4051



4" multi-stage submersible pump

PUMP PERFORMANCE



PUMP PERFORMANCE (Capacity in Gallons per Minute)

Pump Model	PSI											
	0	10	20	30	40	50	60	70	80	90	100	110
10DOM05121			15.0	13.7	12.7	11.5	10.2	8.4	6.5	4.3	1.0	
20DOM05121			30.0	26.0	21.5	14.2	4.4					
30DOM05121		38.5	33.3	25.8	16							

PUMP PERFORMANCE (Capacity in Liters per Minute)

Pump Model	Bar											
	0	.69	1.38	2.07	2.76	3.45	4.13	4.82	5.51	6.20	6.89	7.58
10DOM05121			56.8	51.9	48.1	43.5	38.6	31.8	24.6	16.3	3.8	
20DOM05121			113.6	98.4	81.4	53.7	16.7					
30DOM05121		145.7	126.0	97.7	60.6							

SPRINKLER INSTALLATION

7 INSTALL AND BURY

Thread the sprinkler onto the pipe. Bury the sprinkler flush to grade.

POINTING THE LEFT START

8 TURN THE CAN

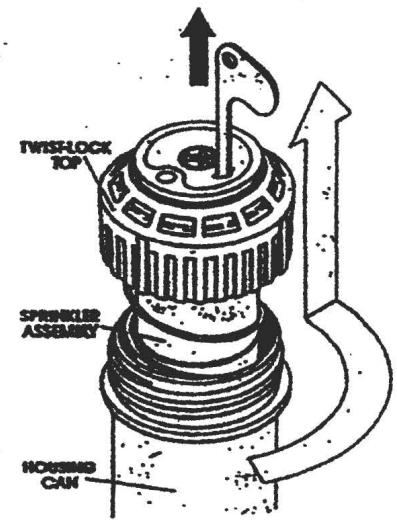
You can orient the LEFT START position (the point where the sprinkler will begin spraying) by simply turning the entire sprinkler housing can on the pipe. Visually point the nozzle retention screw where you want it to begin spraying.

OR TURN THE LOWER PORTION OF THE RISER

Pull the riser up with your KEY. Grab the LOWER portion of the riser, and rotate it to orient the nozzle to the desired LEFT starting position. IMPORTANT: DO NOT GRAB THE TOP PORTION OF THE RISER.

9 INSPECTING THE FILTER

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



STANDARD NOZZLE PERFORMANCE CHART

Nozzle	PSI	Radius	GPM
#1	30	33'	1.0
	40	35	1.3
	50	38	1.4
	60	38'	1.5
#2	30	38'	2.1
	40	39'	2.5
	50	40'	3.0
	60	41'	3.1
#3	30	41'	2.8
	40	42'	3.3
	50	45'	3.6
	60	46'	4.2
#4	30	43'	3.9
	40	45'	4.5
	50	47'	5.4
	60	52'	5.8
#5	40	49'	6.2
	50	51'	7.0
	60	54'	7.9
	70	55'	8.1
#8	40	47'	8.0
	50	51'	8.9
	60	53'	9.6
	70	55'	10.6

LOW ANGLE NOZZLE PERFORMANCE CHART

Nozzle	PSI	Radius	GPM
#1	30	22'	1.5
	40	24'	1.7
	50	26'	1.8
	60	28'	2.0
#3	30	29'	3.0
	40	32'	3.1
	50	35'	3.5
	60	37'	3.8
#4	30	31'	3.4
	40	34'	3.9
	50	37'	4.4
	60	38'	4.7
#6	40	38'	6.5
	50	40'	7.3
	60	42'	8.0
	70	44'	8.6

DATA REPRESENTS TEST RESULTS IN ZERO WIND. ADJUST FOR LOCAL CONDITIONS. RADIUS MAY BE REDUCED WITH NOZZLE RETENTION SCREW.

© 1996 K-Rain Mfg. Corp.



COMAL COUNTY

ENGINEER'S OFFICE

RE: ***8151 Rebecca Creek Road***
Rebecca Creek Third Filing
Lot 21 - Block 38

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:

- ✓ Maintenance Contract needs to be signed by the owner
- 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 |

| t: 830-608-2090 | e: olverb@co.comal.tx.us |



VOID

Planning Materials & Site Evaluation as Required Completed By Shan Erleben, R.S. 3637

System Description Aerobic Treatment/Surface Application

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

Tank Size(s) (Gallons) 600 gpd Absorption/Application Area (Sq Ft) 3848

Gallons Per Day (As Per TCEQ Table III) 240

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If yes, indicate the city: _____

By signing this application, I certify that:

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

[Signature]
Signature of Designer

7-9-25
Date

VOID

Brian Erxleben, R.S., S.E.
23 Bypass #128
Spring Branch, Texas 78155
bandverx@gmail.com

OSSE DESIGN

Owner: **Ira Lynn**
Location: **8151 Rebecca Creek Road Spring Branch, Texas 78070**
Phone: **(210) 414-5374**
Date: **7-5-24**

Development: **MH with water saving devices** Bedrooms: **3** Sq. Ft: **1064**

Q: **240 gpd** Soil: **Type 4** R_i: **0.064 gall/ft²/day**

System Type: **Aerobic/Surface Application (NuWater B-550, 600 gpd)**

Minimum Required ATU Treatment Capacity: **360 gpd**

Trash Tank: **353 gall** Aerobic Tank: **600 gpd** Pump Tank: **768 gall**

Supply Line: **Sch 40, 1" purple (~100')** Check Valve Required: **No**

Minimum Application Area (A): **3750 ft²** (A = Q/R_i)

Sprinklers: **K-Rain Proplus Low Angle**

Number	Nozzle	PSI	Pattern	Radius	Area/head	GPM/head	R _i
S1	#6	40	180°	35 ft	1924 ft²	6.5	0.064
S2	#6	40	180°	35 ft	1924 ft²	6.5	0.064

Overlap Area: **0 ft²** Actual Application Area: **3848 ft²** GPM: **13.0 GPM**

TDH Calculations:

$$\text{Friction Head}(H_f) = \frac{1.2(10.4397)(L)(Q)^{1.85}}{(C)^{1.85}(D)^{4.8655}} = 17 \text{ ft}$$

L = Length of equivalent pipe length (D) in feet

C = Hazen - Williams flow coefficient (150 for schedule 40)

Q = Flow rate, gpm

D = Internal pipe diameter, inches

Pressure Head (H_p) = 93 ft (2.31)(psi) Elevation Head (H_e) = 5 ft

TDH = **115 ft** (H_f + H_p + H_e)

Pump Requirements: **13.0 GPM @ 115 ft TDH** Pump Used: **StaRite 20 gpm, 0.50 HP**

- **Timer set to spray between 12:00 AM & 5:00 AM**
- **Liquid chlorinator**



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

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

XII. Severability:

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

XIII. Fee for Services:

Fee for Services not including equipment, materials, labor and other charges for warranty repairs, unscheduled inspections, or other requests for service.

XIV. Payment:

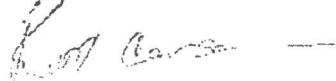
Payment shall be made upon receipt of this Agreement. Customer shall pay for any other services or repairs requested by Contractor for the property. Contractor shall pay the invoice for services rendered within thirty (30) days of the invoice date. The Contractor shall bill invoices on the invoice date. Payment shall be received within thirty (30) days from the invoice date. Late payment shall be subject to a \$9.00 late penalty and 5% per month carryover charge, as well as reasonable attorney's fees and collection costs incurred by Contractor in collection of unpaid debt(s). Contractor may terminate this Agreement at any time for non-payment for services. Contractor shall not be liable for any reason if assessed a \$30.00 non-payment fee.

XV. Application of payment:

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

XVI. Entire Agreement:

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



Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036



Customer Signature

Date



Customer's Initials



RC

Contractor's Initials



NOTES:

-

IRA LYNN 8151 REBECCA CREEK ROAD SPRING BRANCH, TEXAS 78070	
BRIAN C. ERXLEBEN, R.S. 562 S. HWY 123 BYPASS #128 SEGUIN, TEXAS 78155 (830) 660-9133	DATE: 7-3-25
	SCALE: 1" = 20'

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.

GENERAL WARRANTY DEED

Date: June 24, 2025

Grantor: Arthur Camacho, a single person

Grantor's Mailing Address:

9173 Rock Run
New Braunfels, Texas 78132

Grantee: Ira Lynn, a married person

Grantee's Mailing Address:

1390 Deep Water Dr.
Spring Branch, TX 78070

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration the receipt of which is hereby acknowledged.

Property (including any improvements):

Lot 21, Block 38, REBECCA CREEK THIRD FILING, situated in Comal County, Texas, according to the map or plat thereof, recorded in Volume 3, Pages 8-15, Map and Plat Records, Comal County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

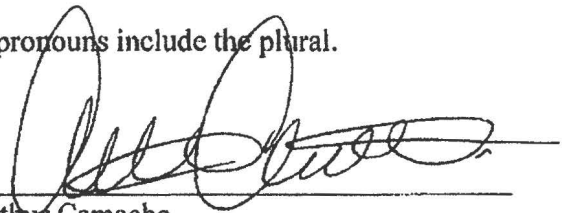
This conveyance is made and accepted subject to any and all restrictions, covenants, reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or

assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors are hereby bound to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee

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

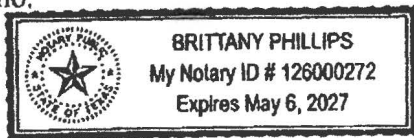

Arthur Camacho

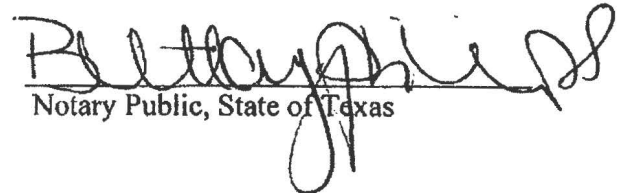
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on this 24 day of June 2025, by Arthur Camacho.




Notary Public, State of Texas

PREPARED IN THE OFFICES OF:

Stevens & Malone, PLLC
P.O. Box 1744
Canyon Lake, Texas 78133
830.964.4442 – tel.
830.964.4426 – fax

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
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