

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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

Inspector Notes:

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

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

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

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 118955
Issued This Date: 10/10/2025
This permit is hereby given to: Timberline Incorporated of Texas

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

783 MAXIMINO RIDGE RD
CITY OF BULVERDE, TX 78163

Subdivision: Belle Oaks Ranch Phase III
Unit: -
Lot: 11
Block: 5
Acreage: 1.1800

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



ON-SITE SEWAGE FACILITY APPLICATION

Date _____

Permit Number 118955

1. APPLICANT / AGENT INFORMATION

Owner Name _____
Mailing Address _____
City, State, Zip _____
Phone # _____
Email _____

Agent Name _____
Agent Address _____
City, State, Zip _____
Phone # _____
Email _____

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____

Survey Name / Abstract Number _____ Acreage _____

Address _____ City _____ State _____ Zip _____

3. TYPE OF DEVELOPMENT

☐ Single Family Residential

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

Number of Bedrooms _____

Indicate Sq Ft of Living Area _____

☐ Non-Single Family Residential

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

Type of Facility _____

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

Restaurants, Lounges, Theaters - Indicate Number of Seats _____

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

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

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

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

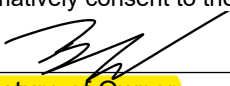
☐ Yes ☐ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water ☐ Public ☐ Private Well ☐ Rainwater

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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


Signature of Owner

Date



Planning Materials & Site Evaluation as Required Completed By _____

System Description _____

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

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

Gallons Per Day (As Per TCEQ Table III) _____

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

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

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

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

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

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

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

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

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

Submit certification of
CZP

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: _____

Submit Building
permit from city of
Bulverde or statement
stating one is not
required.

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

Date

1/BC



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**COUNTY OF COMAL
STATE OF TEXAS**

AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

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

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):

Belle Oaks Ranch Phase III, Lot 11, Block 5

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

Timberline Incorporated of Texas

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

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

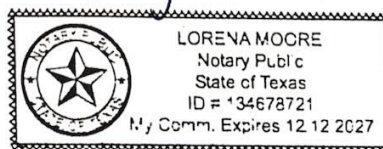
WITNESS BY HAND(S) ON THIS 13th DAY OF August, 2025

Owner(s) signature(s)

Benjamin Clapa / Owner
(PRINTED NAME) / TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 13th DAY OF August, 2025

Lorena Moore
Notary Public, State of Texas
Notary's Printed Name: Lorena Moore
My Commission Expires: 12/12/27



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/21/2025 09:04:50 AM
PRISCILLA 1 Page(s)
202506026826



Bobbie Koepp

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer Timberline Inc of Texas
Site Address 783 Maximino Ridge Rd
City Bulverde Zip 78163
Mailing Address _____
County Comal Map # _____
Phone _____
Email _____

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

III. Termination of Agreement:

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

IV. Services:

Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system within two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

BC

RC



Customer's Initials

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):

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

e. Provide, upon request by Contractor, 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.

BC

Customer's Initials



RC

Contractor's Initials

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

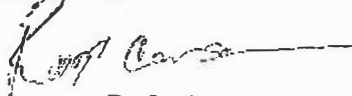
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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



Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036



Customer Signature

08/13/25

Date

BC

Customer's Initials



RC

Contractor's Initials

OSSF SOIL EVALUATION REPORT INFORMATION

Date: 8/21/2025

Applicant Information:

Name: Timberline Incorporated of Texas

Address: 3457 Cottonwood Canyon

City, State & Zip Code: Bulverde, TX 78163

Phone:

Email:

Site Evaluator Information:

Name: Douglas R. Dowlearn

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

Address: 703 Oak Drive

City, State & Zip: Blanco, TX 78606

Phone: (210)878-8100 **Fax:** (866)260-7687

Email: txseptic@gmail.com

Property Location:

Subdivision: Belle Oaks Ranch Phase III **Lot:** 11 **Block:** 5

Street/Road Address: 783 Maximino Ridge Rd

City: Bulverde **Zip:** 78163

Additional Info: Comal County

Depth	Texture Class	Soil Texture	Structure (For Class III – blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1	III	0-6" Clay Loam 6"+Limestone	Blocky	<30% Gravel	6"+Limestone	None
Soil Boring #2		Same as above				

DESIGN SPECIFICATIONS

Application Rate (RA): 0.064

OSSF is designed for: 5 Bedroom 3559 Sq. Ft Residence

360 Gallons per day required

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

5625 sq. ft. disposal area required

600 GPD Aerobic Treatment Unit Required

Calculations: Absorption Area: $Q/RA = 360/0.064 = 5625$ Sq. Ft.

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

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

Site Evaluator:

NAME: Douglas R. Dowlearn, R.S.

Signature:



License No. OS9902

TDH: #2432

D.A.D SERVICES, INC.
DOUG DOWLEARN
PO BOX 212, BULVERDE, TX 78163
Designed for:
Timberline Inc of Texas

The installation site is at block 5, lot 11 of the Belle Oaks Ranch Phase III subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 5 Bedroom (3559 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 3" or 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is set to spray in the pre-dawn hours of midnight to 5:00 am through 2 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying at 40 psi. Each sprinkler will spray a radius of 30 feet and 360 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 360 gpd
Application rate: 0.064
Application area required: $360/.064 = 5625$ sq. ft.
Application area utilized: 5654 sq. ft.
Pump tank reserve capacity: 120 gal minimum



Douglas R. Dowlearn

SYSTEM COMPONENTS:

SCH 40 PVC sewer line
NuWater B-550
353-gallon Pretreatment tank
600 GPD Aerobic Treatment Unit
768-gallon Pump tank with timed controls set to spray in the pre-dawn hours of midnight to 5:00 am
C-1 20X, Model no. 20XC1-05P4-2W115 (or equivalent) submersible pump
Liquid chlorinator
1" purple PVC supply line
2 K-Rain Gear Driven pop-up sprinklers

LANDSCAPING:

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



STATE OF TEXAS
★
DOUGLAS R. DOWLEARN
2432
REGISTERED
PROFESSIONAL SANITARIAN

Douglas R. Dowlearn



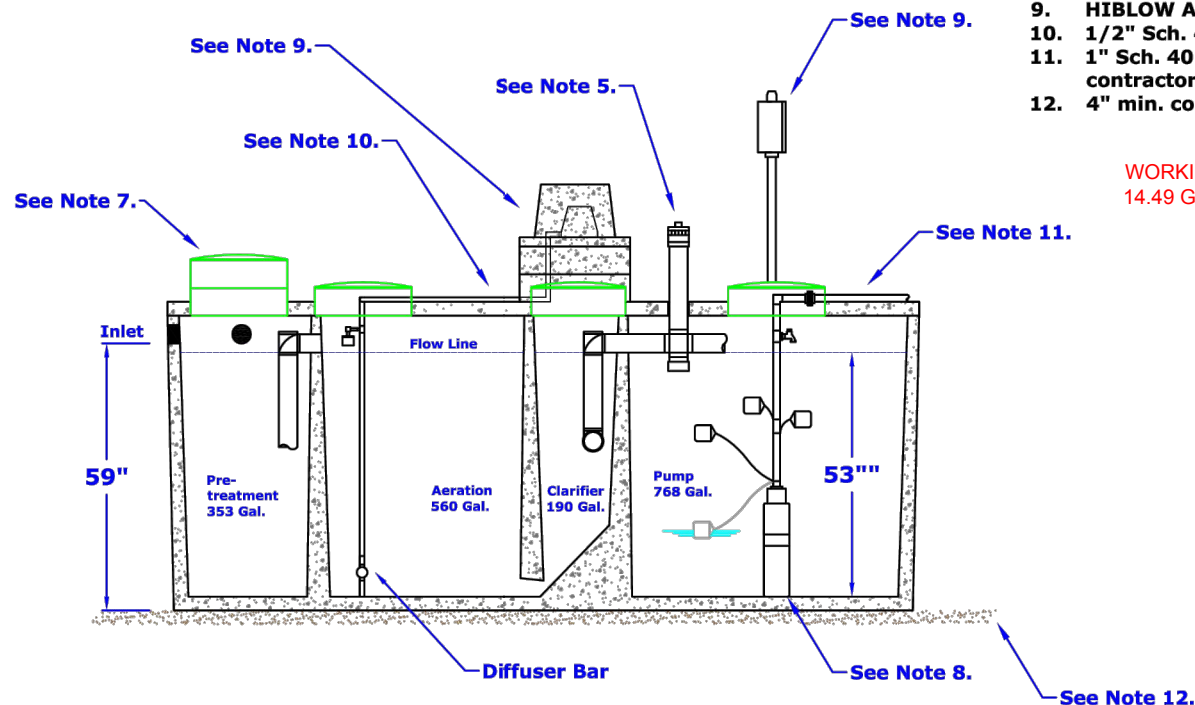
- 1" SCH 40 PURPLE PIPE TO ALL SPRAY HEADS.
- 3" OR 4" SCH 40 PVC PIPE FROM STRUCTURE TO TANK.
- SEWER PIPE CONNECTING THE STRUCTURE TO THE TANK MUST HAVE AT MINIMUM 1/8" FALL PER 1'.
- TANK TO BE > 5' FROM STRUCTURES AND SURFACE IMPROVEMENTS. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.
- CLEANOUT WITHIN 3' OF STRUCTURE.
- TOTAL SPRAY AREA = 5654 SF.
- TANK WILL BE WATER TIGHT AND MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
- DRAINFIELD SHALL BE GREATER THAN 100' FROM PRIVATE WELLS, AND GREATER THAN 150' FROM PUBLIC WELLS. VERIFY WELL LOCATION(S) ON SITE.
- SPRAY HEADS SHALL BE LOCATED AT LEAST 10' AWAY FROM TREES WITHIN THE DISTRIBUTION AREA.
- THIS DESIGN MEETS THE OSSF REQUIREMENTS OF THE EXISTING CZP

Assembly Details

OSSF

37" - 53" - RESERVE - 231.84 GAL
 12" - 37" - PUMP ON TO ALARM ON - 362.25 GAL
 10" - 12" - PUMP OFF TO PUMP ON - 28.89 GAL
 0 - 10" - SUMP- 144.9 GAL

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



GENERAL NOTES:

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

WORKING LEVEL = 53"
 14.49 GAL/INCH

DIMENSIONS:

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

MINIMUM EXCAVATION DIMENSIONS:

Width: 76"
 Length: 176"

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

Model: B-550-PC-400PT

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

Scale:

* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3



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

C1 SERIES

CISTERN PUMPS

Designed for use in gray water / filtered effluent service applications, the C1 Series cistern pump provides high performance and long life in less than ideal water conditions. The C1 Series pump is able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components.

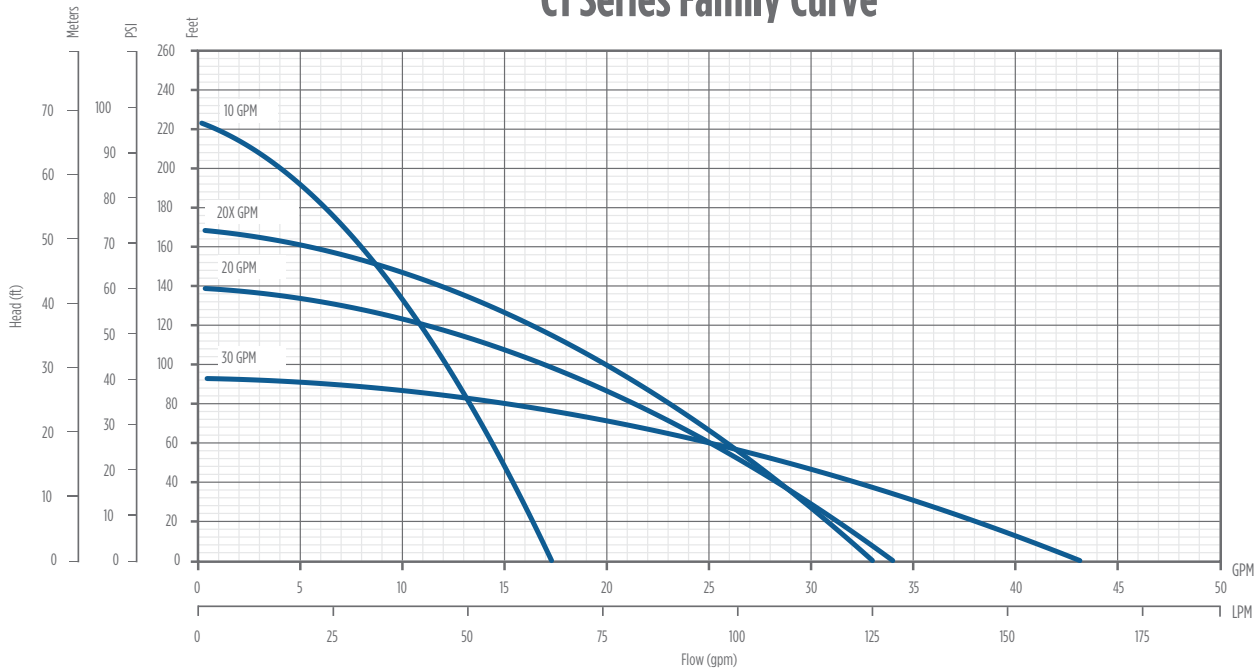
The pump's unique bottom suction design allows for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, C1 Series pumps are suitable for use in agricultural, residential, and commercial installations.



Franklin Electric

franklinwater.com

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.



Franklin Electric

franklinwater.com

M1698 07-14

Revised
Efrain Gallegos
PERMIT
10/10/2025 2:15:02 PM

PERMIT #: 2025-347

PROJECT ADDRESS: 783 Maximino Ridge Road NSFR

DESIGNATION: Residential

OWNER NAME: Ben Clapa

PERMIT TYPE: New Single Family
(Residential)



ISSUED TO (CONTRACTOR): Timberline Incorporated - Ben Clapa
3457 Cottonwood Cyn. (503) 860-7788
Timberlinehomes@yahoo.com

Issued Date: September 19, 2025

Expiration Date: March 18, 2026

STIPULATIONS IF ANY:

THIS PERMIT MUST BE POSTED IN A CONSPICUOUS PLACE ON CONSTRUCTION SITE

PERMIT

Revised

Efrain Gallegos

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INSPECTION INFORMATION

- TO SCHEDULE INSPECTIONS PLEASE REQUEST ONLINE VIA <https://mgoconnect.org/cp/portal>. Please schedule by 2pm for next day inspections.

- REQUIRED INSPECTIONS:

Required inspections are subject to change at the discretion of the Jurisdiction.

- o Electric Trench
- o Gas Rough In
- o Sewer Yard Line
- o Shear Wall/Exterior Sheathing
- o TML (Electrical - Temporary Meter Loop)
- o Water Service
- o Plumbing Rough
- o Foundation Pre Pour
- o Electrical Rough
- o Framing
- o Mechanical Rough
- o Plumbing Top Out
- o Insulation
- o Shower Pan
- o TOPS (Electrical - Temporary on Permanent Set
- o Gas Final
- o Building Final
- o Electrical Final
- o Mechanical Final
- o Plumbing Final

PERMIT

- For all other questions regarding building & permitting please contact:
 - o Claudia Cardenas, ccardenas@bulverdetx.gov
 - o Bailey Dorn, bdorn@bulverdetx.gov
 - o Heath Edwards, hedwards@bulverdetx.gov

Revised

Efrain Gallegos

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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: June 10, 2024

Grantor: **Christopher Bernard Upshaw and Shameka Upshaw, husband and wife**

Grantor's Mailing Address: **2706 Sueno Point, San Antonio, TX 78245**

Grantee: **Timberline Incorporated of Texas**

Grantee's Mailing Address: **3457 Cottonwood Canyon, Bulverde, TX 78163**

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

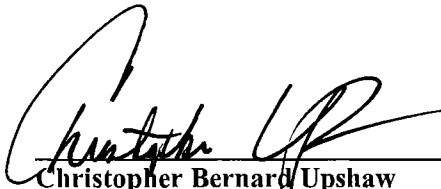
Property (including any improvements): **Lot 11, Block 5, of BELLE OAKS RANCH PHASE III, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in Document No. 202006019039, of the Map and Plat Records of Comal County, Texas.**

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.

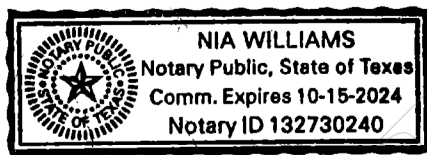

Christopher Bernard Upshaw

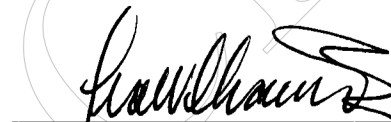

Shameka Upshaw

STATE OF TEXAS

COUNTY OF Bexar

This instrument was acknowledged before me on this 10th day of June 2024, by Christopher Bernard Upshaw and Shameka Upshaw.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Timberline Inc of Texas LLC

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
06/12/2024 08:05:15 AM
MARY 2 Pages(s)
202406017563







COMAL COUNTY

ENGINEER'S OFFICE

Address: _____

Legal Description: _____

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:

118955.pdf Markup Summary

Efrain Gallegos (2)

Require a TCEQ approved WPAP? ☐ Yes ☐ No
(Violations of the proposed WPAP. A Permit to Construct will not be issued by the appropriate regional office.)

☐ No ☒ Yes
(Violations of the existing CZP.)

Use a TCEQ approved CZP? ☐ Yes ☐ No
(Violations of the proposed CZP. A Permit to Construct will not be issued by the appropriate regional office.)

Subject: Callout

Page Label: 2

Author: Efrain Gallegos

Date: 9/25/2025 3:36:44 PM

Status:

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Submit certification of CZP

By CZP, does the proposed development activity require a TCEQ approved WPAP? ☐ Yes ☐ No
(Violations of the proposed WPAP. A Permit to Construct will not be issued by the appropriate regional office.)

☐ No ☒ Yes
(Violations of the existing CZP.)

Use a TCEQ approved CZP? ☐ Yes ☐ No
(Violations of the proposed CZP. A Permit to Construct will not be issued by the appropriate regional office.)

Subject: Callout

Page Label: 2

Author: Efrain Gallegos

Date: 9/25/2025 3:38:00 PM

Status:

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Submit Building permit from city of Bulverde or statement stating one is not required.



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

--	--

Date Received

Initials

118955

Permit Number

Instructions:

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

OSSF Permit

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

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

Signature of Applicant

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

___ (Missing Items Circled, Application Refused)