

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: 118990
Issued This Date: 10/13/2025
This permit is hereby given to: ERICK M .& CHRISTINA SILVERS

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

1451 TRAILHEAD
NEW BRAUNFELS, TX 78132

Subdivision: VINTATGE OAKS AT THE VINEYARD
Unit: 30
Lot: 2359R
Block: 0
Acreage: 2.0700

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

		118990
Date Received	Initials	Permit Number

Instructions:

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

OSSF Permit

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

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

Signature of Applicant

08/29/2025

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

(Missing Items Circled, Application Refused)



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 August 13, 2025

Permit Number 118990

1. APPLICANT / AGENT INFORMATION

Owner Name ERIC M. SILVERS & CHRISTINA BROWN-SILVERS

Agent Name GREG JOHNSON, P.E.

Mailing Address c/o 146 W. RHAPSODY DRIVES

Agent Address 170 HOLLOW OAK

City, State, Zip SAN ANTONIO TEXAS 78216

City, State, Zip NEW BRAUNFELS TEXAS 78132

Phone # 210-551-4355

Phone # 830-805-2778

Email amber@artisansahomes.com

Email gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name VINTAGE OAKS AT THE VINEYARD Unit 30 Lot 2359R Block

Survey Name / Abstract Number Acreage

Address 1451 TRAILHEAD City NEW BRAUNFELS State TX Zip 78070

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 5

Indicate Sq Ft of Living Area 3797

☐ 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: \$ 800,000 (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 Collection

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 8/13/2025



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) PRO-FLO MODEL 5060, 600 GPD Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 360

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

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

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

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

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

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 P.E. or R.S. 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: _____



FIRM #2585

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

August 16, 2025
Date

AFFIDAVIT**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 (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, gives 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 owner's 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):

39 UNIT/HASE/SECTION _____ BLOCK 2359R LOT VINTAGE OAKS AT THE VINEYARD SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): ERICK M. SILVERS & CHRISTINA BROWN-SILVERS

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

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

WITNESS BY HAND(S) ON THIS 23 DAY OF August, 2025

X [Signature]
X [Signature]
Owner(s) signature(s)
ERICK M. SILVERS &
CHRISTINA BROWN-SILVERS

ERIC M. SILVERS

CHRISTINA BROWN-SILVERS

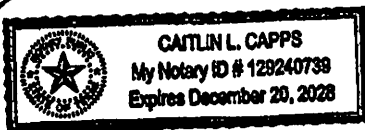
Owner (s) Printed name (s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 23 DAY OF

August, 2025

THE AREA FOR COMAL COUNTY CLERK RECORDS IS HERE ONLY

[Signature]
Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/26/2025 09:14:15 AM
PRISCILLA 1 Pages(s)
202506027308



Bobbie Koepp



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260 (210) 875-3625 info@mjseptic.com

ERIC M. SILVERS &
CHRISTINA BROWN- SILVERS

Property Owner(s): _____ Agreement Dates: _____

Property Address: 1451 TRAILHEAD City & Zip: NEW BRAUNFELS, TX 78132

Subdivision: VINTAGE OAKS AT THE VINYARD Section, Lot, Block: UNIT 30, LOT 2359R

Permitting Authority: COMAL COUNTY CCEO Permit Number: 118990

The Texas Commission on Environmental Quality (TCEQ) mandates regular inspections and maintenance of all Aerobic Treatment Units (ATUs). These checks must occur every four months throughout the unit's lifespan (*some permitting authorities may adjust this requirement after the first two years of installation; contact your county/permitting authority for more information*).

MJ Septic will inspect and service your ATU every four months for 24 months (2 years). For new installations, the contract's effective date aligns with the issuance of the License to Operate (LTO), as required by state guidelines established on June 13, 2001. Laboratory testing for parameters like coliform, TSS, and BOD are not included, and the associated fees are the owner's responsibility.

Renewal Prior to the conclusion of the contract, MJ Septic provides a seamless continuation option for routine maintenance and comprehensive reporting. To ensure uninterrupted service, electronic renewal reminders are promptly and automatically sent, keeping customers informed and allowing for timely action. It is important that you notify the office of any email address and/or phone number changes to avoid missing renewal notices.

Inspections It is crucial that we have full access to your system, including gate codes and combination locks, to conduct inspections effectively. We conduct inspections every four months (three times per year) to ensure the proper functioning of mechanical, electrical, and other applicable components. The annual fee covers the inspections but does not include parts, cleaning/pumping, chlorine/bleach (tablets or liquid), additional service calls, or additional testing required by any regulating authority. Property owner(s) or tenant(s) are not required to be present at time of inspection.

Inspection Notifications Upon scheduling your upcoming inspection, an automated electronic booking confirmation will be sent to the email address(es) and/or mobile number(s) you provided during enrollment. Throughout the duration of your agreement, you are required to reach out to our office and provide any necessary updates to your information. As a reminder, a notification will be sent the day before your scheduled inspection. While there will not be a specific time frame for the inspection, you will receive a notification when the technician is on their way to your property on the day of the scheduled inspection. Property owner(s) or tenant(s) are not required to be present at time of inspection.

Reinspections If we are unable to access your property or system at any time due to circumstances beyond our control, you have the following options:

- Reschedule the inspection when our regular septic inspection technicians are scheduled to be back in your area again. This option is free of charge. (*could be up to 45+ days*)
- Reschedule the inspection with a repair technician for a specific date between Tuesday and Thursday. A service call fee of \$75 will be charged at the time of booking.
- Decline the inspection altogether. Please note that this option is not recommended, as there will be an 8-month or greater gap between inspections. You will not be notified of any potential issues, sludge readings, etc. No refunds will be given for declined inspections.

Received
Brandon Mark Olvera
10/13/2025 10:36:55 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Credit/Debit Card and Payment Terms

- a) The full cost of the agreement is to be paid in full at time of enrollment or renewal. If this agreement is part of a new system installation, it was paid in full at that time.
- b) To ensure prompt scheduling for all service calls, repairs, and pumping, we require a credit/debit card to be on file with our office upon booking. Please note that this is a mandatory requirement, and no exceptions will be made. Our technicians are not equipped to accept alternative payment methods in the field. Payment will be processed to the card on file immediately upon completion of repairs or service calls, unless otherwise noted.

System Alarms Don't panic if your aerobic septic system's audio or visual alarm activates. It's usually not an emergency. First, silence the alarm using the switch or button on the control panel to avoid disturbing your household or neighbors. During this time, it is important that you reduce all non-essential water usage in the event your system is overfull. Please refer to your OSSF Troubleshooting Guide for helpful information until we can schedule your service call.

- a) **Contact us for service:** It's crucial to notify our office as soon as possible to schedule a service call. If we're closed, leave a voicemail or text us at (210) 875-3625. Alternatively, send an email request to info@mjseptic.com.
- b) **Scheduling response times:** MJ Septic is committed to addressing all major concerns and complaints promptly. Excluding weekends and holidays, we aim to respond within 72 hours from the initial contact with the homeowner(s). Please check our website or Google for our updated hours of operation.
- c) **System power:** To avoid costly complications, it is crucial that you refrain from turning off the main power breaker to shut down the system under any circumstances, even in the occurrence of a system alarm.

Service Calls Outside of regular inspections, a \$75 service call fee (excluding parts, cleaning, and pumping) will be charged for service calls requested by homeowners or renters. At the company's discretion, this fee may be credited toward or even waived for an on-site repair. Some examples of service calls that may be encountered include, but are not limited to, responding to audio or visual system alarms, overflowing systems, backed up or clogged systems, chlorinator checks, odor complaints, sludge level rechecks, disconnected airlines, timer adjustments, spray head adjustments, and system power failures.

New Installation Warranty For ATU's under the initial installation warranty (2 years from the initial installation date), if a warrantied part requires replacement within 60 days of the LTO being issued, parts will be replaced free of charge. After 60 days, a \$75 warranty credit fee will be assessed for all part replacements or repairs. MJ Septic will only honor warrantied items when there is a valid maintenance contract in place.

Customer Purchased Parts MJ Septic will not install or work on parts purchased and provided by the customer. The use of unauthorized parts may compromise the system's performance and integrity. No exceptions will be made.

Unauthorized Repairs This only applies to systems under the original system installation maintenance contract and/or systems under any type of warranty with MJ Septic. Using a company other than MJ Septic for repairs will void all warranties associated with the maintenance contract. Unauthorized repairs are considered a breach of the maintenance contract and may have legal consequences.

Received
Brandon Mark Olvera
10/13/2025 10:37:21 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Repairs I During routine inspections or service calls, if the technician discovers parts in need of repair or replacement, we will try to contact the homeowner for on-site repair approval. If on-site repair/replacement is not possible, the customer will be notified by email or the postal service if we do not have an email address on file. All major part replacements include a 2-year warranty (refer to the notes below). There will be a \$75 warranty credit fee for all parts if replacement is required during the warranty period. Warranties will only be honored if there is an active maintenance agreement with MJ Septic. If the contract is not current, all warranties are void.

Repairs II Owning an aerobic system comes with the expectation of part replacements and septic tank cleaning needs. Regardless of how meticulously the system is maintained or how responsible your household usage is, certain components will inevitably require replacement. Some of these components, such as diffuser bars (not used by all brands), filters, sprinkler heads, airline, float switches, timers, and audio and visual alarms, are relatively inexpensive and commonly replaced. Septic tank cleaning and other components, such as sprinkler pumps, air compressors, and control panels, can be pricier than smaller parts. The longevity of your system's components varies based on several factors, including the number of users, water usage, dietary choices, medications taken, household cleaning chemicals used, items flushed down the commode, and the typical lifespan of each functional part.

Cost Expectations with Aerobic Septic System Maintenance

- ❖ Regular maintenance is essential for the proper function of your aerobic septic system. Even with proper maintenance, optimal design, and controlled household usage, certain components of your aerobic system will inevitably require replacement.
- ❖ More common and less expensive parts include, but are not limited to, airline replacement, audio and visual alarms, diffuser bars (only if applicable to your system), filters, float switches, sprinkler heads, and timers.
- ❖ Less common and more expensive parts that may need replacing include effluent (spray) pumps, air compressors, and control panels. Septic tank cleaning (pumping) is another service that you should expect to pay for.
- ❖ The lifespan of your septic system's components is influenced by various factors. These include, but are not limited to the number of users, water consumption, dietary habits, medication usage, household cleaning products, and what is flushed into the system. Additionally, each component has its own expected lifespan.
- ❖ The lifespan of components within your system will vary. Routine inspections assess these components to determine whether they need to be replaced or repaired. These components may include, but are not limited to, the following: air compressor (aerator), filter pads, diffuser bars, sprinkler pumps (effluent/irrigation pumps), control panels, electrical circuit boards, float switches, timers, audio alarms, visual alarms, airline, photocell, toggle switches, wiring, junction boxes, risers and/or lids, sprinkler heads, and chlorinators.

Received
Brandon Mark Olvera
10/13/2025 10:37:22 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Septic Tank Cleaning (Pumping) & Sludge Readings Since aerobic septic systems are a "treatment unit", the rise of sludge in the pump tank will depend on how the system is being used and if the treatment process is taking place as the system is designed for.

- ❖ An aerobic system should never be treated like a city sewer.
- ❖ Sludge readings are taken at each routine inspection, or in the event a technician deems it necessary upon other scheduled services.
- ❖ Accurate sludge readings cannot be taken in the event the system has had a power failure or the system has been turned off causing the system to overflow.
- ❖ Septic tank cleaning (pumping) will be recommended once your sludge levels have reached anywhere between 10-12" inches of sludge in the pump tank chamber of your aerobic system.
- ❖ Septic tank cleaning (pumping) may also be recommended for other various reasons, such as, but not limited to, the trash tank chamber being full of solids.
- ❖ Sludge readings can increase due to many factors, and the accumulation of sludge within the pump tank may not occur at a consistent or gradual rate.
- ❖ The accumulation of sludge in your septic system is influenced by various factors. These include but are not limited to water consumption and usage within the household, the materials entering the system, consecutive laundry loads, simultaneous use of laundry, dishwasher, and showers/baths, hosting gatherings, and internal water leaks such as a running toilet.
- ❖ Hydraulic overload can be caused by surges of water entering the system. This throws off the bacterial balance, which prevents proper waste breakdown and leads to faster sludge accumulation in the pump tank. The result is more frequent pumping.
- ❖ The items that are flushed down toilets or poured down drains need to be treated by the septic system, they do not just disappear.
- ❖ Aerobic systems are designed to treat domestic wastewater and most toilet paper (read labels). Note that even if these items are labeled as "flushable" or "septic safe," they may still harm your system.

Damage and additional expenses for repairs and pumping can be caused by the following items entering the system (this list is not exhaustive):

- ❖ Excessive use of the garbage disposal (*if necessary, dishes should be scraped into the trash and wiped with a paper towel prior to washing*)
- ❖ Egg shells, coffee grounds, fruit and vegetables, fruit and vegetable peels
- ❖ Fats, grease, and oils
- ❖ Too many harsh household cleaners, excessive use of laundry detergent, fabric softener, and/or bleach
- ❖ Drain cleaners and automatic toilet bowl cleaners
- ❖ Wipes of any type (feminine, baby, facial, cleaning), feminine products and feminine product applicators, paper towels, condoms, and cotton swabs
- ❖ Hair combings, dental floss, any type of diapers, gauze bandages, and unused medications
- ❖ Paint, paint thinners, and varnishes
- ❖ Pet hair, kitty litter, cigarette butts, e-cigarettes, any type of plastics

Received
Brandon Mark Olvera
10/13/2025 10:37:22 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Additional Terms and Conditions, Warranty Violations

Power to the System

- ❖ **Power to the System:** Never turn off the power to your system, even in the event of a system alarm or any other issues. This is not permissible and can cause further complications or damage(s) to the system.
- ❖ **Alarms:** Disconnecting the audio or visual alarms, which serve as critical system alerts for potential septic system issues, can prevent you from being informed about these problems until it's too late. Both audio and visual alarms are essential features that should not be disabled.
- ❖ **Maintaining proper airflow in the air compressor:** In a septic system, the air compressor plays a pivotal role in facilitating the breakdown of waste. Restricting airflow to the air compressor can have detrimental consequences. This restriction can lead to damage to the compressor itself and subsequently disrupt the proper functioning of the entire septic system.

System Alterations or Modifications

- ❖ Do not build or construct anything over any part of the aerobic system.
- ❖ There are setback requirements for surface improvements near the septic, and failure to meet them could result in expenses to bring the system back into compliance. Please reach out to us if you plan on making surface improvements and we can help you ensure you remain in compliance with code requirements.
- ❖ Surface application lines, drip irrigation lines, spray heads or any other components of your aerobic system should never be modified, replaced or tampered with by other contractors. This includes but is not limited to landscaping companies, irrigation companies, or pool companies.
- ❖ MJ Septic, LLC must be contacted by property owners prior to any alterations on their property. This includes, but is not limited to, the addition of swimming pools, outdoor kitchens, decks, patios, sport courts, and irrigation systems, to ensure that the necessary measures are taken.
- ❖ Some modifications will require obtaining a new permit from the respective county, having a septic designer redesign the system, and having a licensed septic installation company make the appropriate changes onsite.
- ❖ If modifications are made without the appropriate permitting approval, property owners will be responsible for any and all associated costs to repair the system to bring it back into compliance. Additionally, any warranties (*if applicable*) will be voided.
- ❖ The discharge from septic system surface application heads (septic spray heads) is restricted to areas with natural vegetation.
- ❖ Unless otherwise noted, the spray heads should only spray between midnight and 5am.

Received
Brandon Mark Olvera
10/13/2025 10:37:22 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Additional Terms and Conditions, Warranty Violations, Continued

Irrigation Systems, Landscaping, & Ants

- ❖ Avoid installing or allowing your irrigation system to discharge/spray in the same area as your septic spray areas, as it can lead to oversaturation and violates state/county code.
- ❖ Ant mounds must not be allowed to form near any part of the aerobic system. If ant mounds appear, they can be treated with ant killer. Any electrical component damage resulting from ants will void all applicable warranties.
- ❖ No landscaping elements, including trees, plants, and flowers, should be planted on or over any part of the aerobic system.
- ❖ Vegetation, including that around spray heads and the spray area, must be kept mowed and trimmed to allow for safe access and inspection by technicians. Failure to do so may result in a rescheduling fee or dismissal of the inspection.

Liquid Bleach Chlorination Systems (most common in newer systems/homes and buildings) - Never tamper or alter your chlorinator system. This will void any warranties *(if applicable)*.

- ❖ Regular household bleach (6-10% Sodium Hypochlorite) is used for liquid chlorinators.
- ❖ **Warning!** Never use low splash, splashless, or scented bleach. This will cause complications or damages to the chlorination system and void any warranties *(if applicable)*.
- ❖ Chlorine consumption for the typical household is up to one gallon per person per month, add an additional gallon if you have a water softener, but it will only use that much if each person in the house is using 100 gallons a day or more. Some households use more bleach, some less, it depends on water usage. You don't want to use more than 3-4 gallons at a time, so if you have more than 3-4 people in the home and a water softener you might be adding on a bi-weekly basis.
- ❖ We recommend checking your chlorine consumption every other week for a couple of months so that you can get a good idea of what your household will use, after which point you can set yourself up on a regular schedule. If you ever have guests over or a period of higher water usage inside of the home you will need to add more during those times.

Tablet Chlorination Systems Never tamper or alter your chlorinator system. This will void any warranties *(if applicable)*.

- ❖ Calcium Hypochlorite tablets are available at your local Home Depot or Lowe's. *MJ Septic does not carry this product for resale.*
- ❖ **Warning!** Never use swimming pool chlorine tablets or solutions for your septic system. Mixing pool tablets with wastewater tablets could cause a dangerous volatile reaction.
- ❖ **Warning!** Always store your septic chlorine tablets in a cool, dry and well-ventilated area. ❖
Warning! Do not store your septic chlorine tablets near water heaters, water heater closets, near gas fixtures or electricity.

When the chlorinator is completely empty, do not add more than 4-5 tablets at a time to prevent the chlorinator canister from clogging. If the canister is clogged, use a water hose to rinse and completely clean and clear the canister before adding fresh tablets.

Received
Brandon Mark Olvera
10/13/2025 10:37:22 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260 (210) 875-3625 info@mjseptic.com

- ❖ **Exceeding your septic system's rated daily capacity I:** The septic system is engineered to manage a specific quantity of waste and water on a daily basis. Surpassing this limit can lead to several detrimental effects, such as the accelerated accumulation of sludge and premature failure of system components.
- ❖ **Exceeding your septic system's rated daily capacity II:** To ensure the proper functioning of your aerobic system, it's crucial not to overload it. Conserving water can help prevent this issue. Be vigilant about fixing leaky faucets and running commodes to avoid unnecessary water usage. Distribute your laundry throughout the week, aiming for one to two loads daily. Avoid doing all your laundry on the same day, as this can create a sudden surge of water entering the system. This hydraulic overload can disrupt the balance of bacteria, hindering the proper breakdown of waste and leading to a faster accumulation of sludge in your pump tank. The result may be a need for more frequent pumping.
- ❖ **Septic Tank Cleaning & Part Replacement:** Regular cleaning and pumping of the septic system are crucial for its optimal functioning. Ignoring recommendations to clean and pump the system can lead to malfunctions and potential issues. Failure to replace necessary parts as needed can exacerbate the situation, further compromising the system's performance.

Homeowner Responsibilities

- a) **Yard Work/Landscaping:** Keep grass, weeds, and plants trimmed and clear of tank access points, the control panel, air compressor, etc. Grass, weeds, and plants can block access to the septic system and its components. This can be potentially damaging to the system if grass/weeds grow into the pipes and lines. Overgrown grass around the aerator can restrict proper airflow. Avoid spraying your irrigation system in the same areas as your septic spray areas which will lead to oversaturation and is against code compliance.
- b) **Pest Control:** To assist in maintaining the longevity and safety of our technicians, regular treatment for ants in the surrounding area is essential. Ants have the potential to form mounds within the electronic components of the system, leading to damage and premature failure. Additionally, treating the septic tank area and components for wasps, hornets, bees, and other insects is crucial to ensure the safety of all individuals involved.
- c) **Permitting:** Obtain approval from a septic designer and permitting authority before making any additions or modifications to your septic system: Any changes to your septic system must be approved by a septic designer and the permitting authority. Failure to obtain approval can result in fines and penalties. See section entitled *Alterations and Modifications to the System*.
- d) **Chlorination Supply:** *This does not apply to drip irrigation systems.* You are responsible for maintaining your own chlorine supply. TCEQ regulation requires proper chlorination for all surface application septic systems. For liquid chlorinators, homeowners are to add 2-3 gallons of 6-10% Sodium Hypochlorite (Household Bleach) per month. Chlorine consumption will vary depending on water usage. For tablet chlorinators, homeowners can purchase Calcium Hypochlorite tablets at a local Home Depot or Lowe's. **Warning! Do not use pool tablets, as it poses a significant safety risk. The combination of pool tablets and certain chemicals can result in a hazardous and volatile reaction.**
- e) **Drip Irrigation Systems:** *This does not apply to surface application systems.* It is the homeowners responsibility to clean the drip irrigation disc filter anywhere between weekly to monthly, depending on build up. Build up frequency is directly related to individual usage. The drip irrigation filter will be cleaned during routine inspections.

Received
Brandon Mark Olvera
10/13/2025 10:37:22 AM



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp. Aug 31 2028

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Liability Disclaimer

- a) MJ Septic will not be liable for any damage, malfunction, or issues resulting from unauthorized alterations or modifications to the septic system.
- b) The property owner bears full responsibility for ensuring compliance with county codes and regulations.

Electronic Acceptance of Maintenance Agreement

- a) The agreed-upon price, terms, and conditions are found acceptable and are thus accepted. MJ Septic is granted permission to access the property for the purpose of conducting routine maintenance inspections, as well as for carrying out service calls and repairs, as requested and agreed upon.
- b) By reviewing this agreement in its entirety, I acknowledge that I have read and accepted the maintenance agreement guidelines above. I understand that I have the right to terminate my contract within 14 business days of reviewing this agreement and receive a full refund, excluding any initial or routine inspections conducted during that period.
- c) MJ Septic maintains the sole authority to modify this document whenever deemed necessary.

MJ Septic will not sign or approve this agreement without a prior electronic approval for septic installation. This applies to all builders, general contractors, and/or property owners acting as the builder or general contractor of record.

Having thoroughly reviewed the terms of this agreement, I understand that upon receiving the License to Operate from my Permitting Authority, I am responsible for contacting MJ Septic to begin the enrollment or transfer process for this agreement and warranty. Following completion of this process, MJ Septic will electronically transmit all OSSF closing documents for my records.

ERIC M SILVERS &
CHRISTINA BROWN-SILVERS

Property Owner(s): _____

Property Address: 1451 TRAILHEAD _____ City & Zip: NEW BRAUNFELS, TX 78132

DocuSigned by:

Property Owner(s) Signature(s): _____

4C66BA26AD4F402...

Property Owner(s) Signature(s): _____

Date of Property Owner(s) Signature(s): 8/25/2025

Authorized MJ Septic Representative Signature: Katherine B Peers

Date of MJ Septic Signature: 08-27-2025

Greg W. Johnson, P.E.
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

August 16, 2025

Comal County Office of Environmental Health
195 David Jonas Drive
New Braunfels, Texas 78132-3760

RE- SEPTIC DESIGN
1451 TRAILHEAD
VINTAGE OAKS AT THE VINEYARD, UNIT 30, LOT 2359R
NEW BRAUNFELS, TX 78132
SILVERS RESIDENCE

Brandon /Brenda,

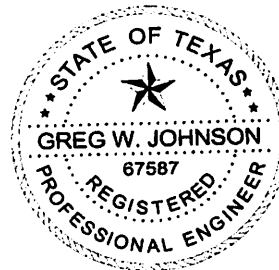
The referenced property is located within the Edwards Aquifer Recharge Zone. This OSSF design will comply with requirements in the WPAP.

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

Designed in accordance with Chapter 285, Subchapter D, §285.40, 285.41, & 285.42, Texas Commission on Environmental Quality (Effective December 29, 2016).

 08/18/25

Greg W. Johnson, P.E. No. 67587 / F#2585
170 Hollow Oak
New Braunfels, Texas 78132 - 830/905-2778



ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: August 15, 2025

Site Location: VINTAGE OAKS at the VINEYARD, UNIT 30, LOT 2359R

Proposed Excavation Depth: N/A

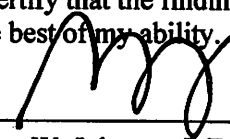
Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
Locations of soil boring or dug pits must be shown on the 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.
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

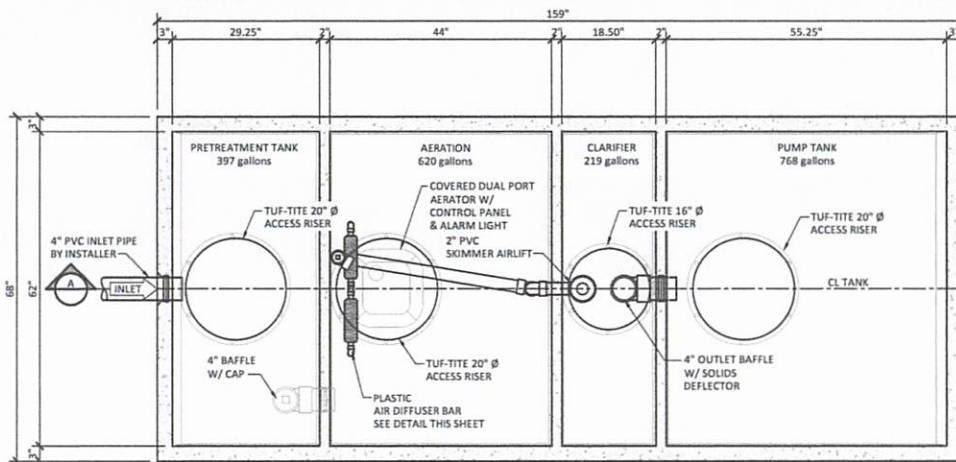
SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 4"	BROWN STONY
1						
2						
3						
4						
5						

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

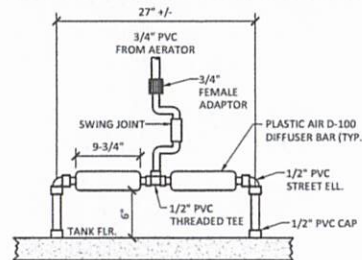
I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.


Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

08/15/25
Date



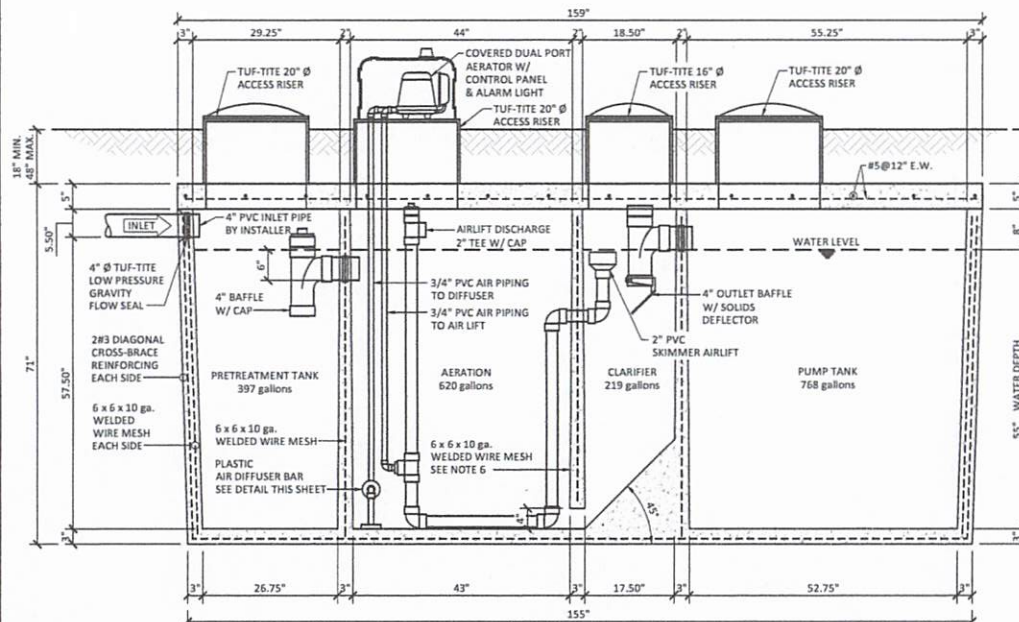
PLAN



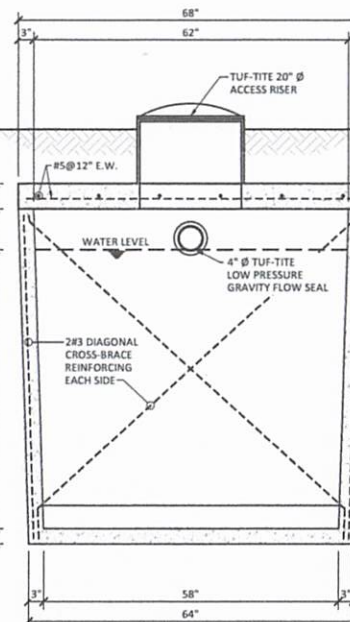
AIR DIFFUSER DETAIL

GENERAL NOTES:

1. ALL CONCRETE TO BE 4000 PSI, WITH A AGGREGATE SIZE OF 3/4".
2. ALL INSPECTION HOLES AND TOPS ARE TO BE SEALED WITH A NEOPRENE SEALER.
3. THE SUB GRADE IS TO BE WITHIN 1/2" AND FREE OF FOREIGN OBJECTS.
4. PRETREATMENT TANK & CLARIFIER RISERS MAY BE BELOW GRADE.
5. TANK LID TO BE SEALED WITH ASPHALTIC SEALANT.
6. A 2-1/2" THICK WALL MAY BE USED IN LIEU OF THE CAST IN PLACE INTERNAL WALL BETWEEN THE AERATION & CLARIFIER.
7. THE MANUFACTURER IS REQUIRED TO DEMONSTRATE THAT FAILURE WILL NOT OCCUR BY PHYSICALLY APPLYING LOADS TO THE TANK. THE LOAD APPLIED SHALL BE 1.5 TIMES THE DESIGN DEAD LOAD. SUCH TESTING SHALL BE WITNESSED & CERTIFIED BY A REGISTERED PROFESSIONAL ENGINEER.



SECTION A-A



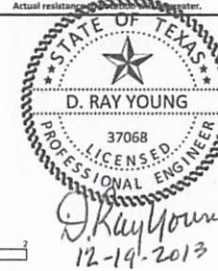
OUTLET END ELEVATION

*NOTE:
2" AIRLIFT RISER TO BE STRAPPED TO WALL SECTION
DRAWING SHOWS IT IN FRONT OF DIFFUSER FOR CLARITY

TANK DIMENSIONS		
TANK LENGTH (TOP)	159.00	in.
TANK LENGTH (BOTTOM)	155.00	in.
TANK WIDTH (TOP)	68.00	in.
TANK WIDTH (BOTTOM)	64.00	in.
TANK HEIGHT	71.00	in.
WALL THICKNESS	3.00	in.
FLOOR THICKNESS	3.00	in.
LID THICKNESS	5.00	in.
BOTTOM TO INLET	60.50	in.

TANK VOLUMES		
PRETREATMENT CAPACITY	397	gal.
AERATION CAPACITY	620	gal.
CLARIFIER CAPACITY	219	gal.
PUMP TANK CAPACITY	768	gal.
WATER DEPTH	55	in.
TANK CONCRETE VOLUME	86.11	FT ³
TANK LID CONCRETE VOLUME	27.97	FT ³
TANK WEIGHT (EMPTY)	12917	lbs.
LID WEIGHT	4196	lbs.
TOTAL TANK WEIGHT (EMPTY)	17112	lbs.

TANK BUOYANCY CALCULATIONS			
TANK DIMENSIONS:			
Length =	159.0	Inches =	13.3 Ft
Width =	68	Inches =	5.7 Ft
Height =	71	Inches =	5.9 Ft
Tank Displacement Volume =		444.2	Cu Ft
Uplift Force (@ 62.4 lb/cu ft) =		27720.8	Lbs
RESISTING FORCES			
Concrete Tank Deadweight (Empty) =		17112	Lbs
Weight of Insulated Equipment & Hatches =		150	Lbs
Total Tank Weight =		17262	Lbs
WEIGHT OF SOIL OVER TANK			
Length =		13.3	Ft
Width =		5.7	Ft
X-Section Area =		75.1	Sq Ft
LESS ACCESS HATCH AREAS			
1	16	Inches =	-1.05 Sq Ft
2	20	Inches =	-3.93 Sq Ft
Net Area for Soil Cover =		70.1091	Sq Ft
Height of Soil Cover =		18.0	Inches
Soil Cover Volume =		105.2	Lbs/Cu Ft
Compacted Weight of Soil Cover =		100.00	Lbs/Cu Ft
Weight of Soil Cover =		10516.37	Lbs
Total Downward Force =		27778.37	Lbs
Net Uplift Force =		-57.61	Lbs
Since uplift force is negative, tank will not float when empty with indicated cover.			
Soil skin friction has been neglected. Actual resistance will be higher.			



REVISIONS / ISSUANCE

REF.	DATE	DESC.

Water Engineers, Inc.
Water & Wastewater Treatment Consultants
TEXAS BOARD OF PROFESSIONAL ENGINEERS FIRM No. 2066
TEL: 281-375-0000
17230 HUTTENSTADT ROAD
CYPRESS, TEXAS 77425
FAX: 281-375-1111

THIS DRAWING IS THE PROPERTY OF WATER ENGINEERS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WATER ENGINEERS, INC.

PRO FLO AEROBIC SYSTEMS, LP
WASTEWATER TREATMENT SYSTEMS
20222 FM 362
WALLER, TEXAS 77484

AEROBIC WASTEWATER TREATMENT UNIT
FOR USE IN HARRIS COUNTY, TEXAS

MODEL No.

5060 HCSP

DRAWN BY: JLW
DATE: 12/3/2013
JOB No.: 4604.12
SHEET No.: 04 of 04

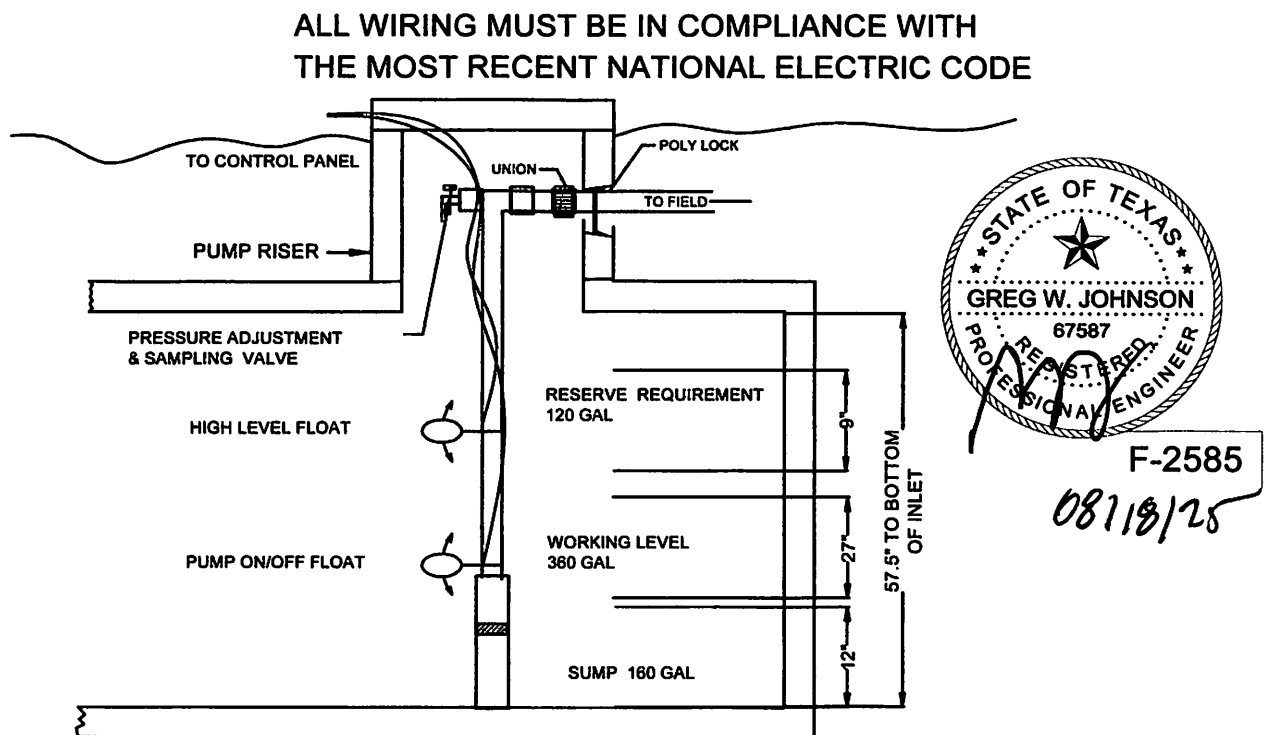
TANK NOTES:

Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

A two way sanitary tee is required between residence and tank.

A minimum of 4" of sand, sandy loam, clay loam free of rock shall be placed under and around tanks



**TYPICAL PUMP TANK CONFIGURATION
PRO-FLO 768 GAL PUMP TANK**

Environmental Series Pumps

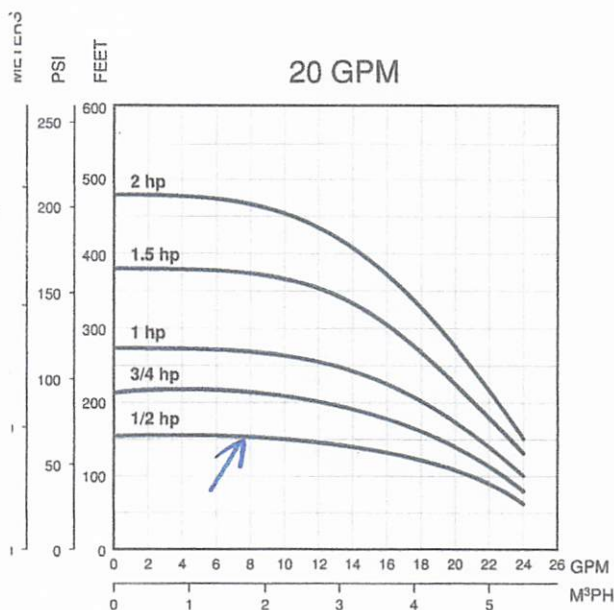
Thermoplastic Performance

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

KRAIN
Pro-Plus

*



Thermoplastic Units Ordering Information

1/2 - 1.5 HP Single-Phase Units

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94741005	10FE05P4-2W115	10	1/2	115	2	24
94741010	10FE05P4-2W230	10	1/2	230	2	24
94741015	10FE07P4-2W230	10	3/4	230	2	28
94741020	10FE1P4-2W230	10	1	230	2	31
94741025	10FE15P4-2W230	10	1.5	230	2	46
94742005	20FE05P4-2W115	20	1/2	115	2	25
94742010	20FE05P4-2W230	20	1/2	230	2	25
94742015	20FE07P4-2W230	20	3/4	230	2	28
94742020	20FE1P4-2W230	20	1	230	2	31
94742025	20FE15P4-2W230	20	1.5	230	2	40

Thermoplastic 1/2 - 2 HP Pump Ends

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94751005	10FE05P4-PE	10	1/2	N/A	N/A	6
94751010	10FE07P4-PE	10	3/4	N/A	N/A	7
94751015	10FE1P4-PE	10	1	N/A	N/A	8
94751020	10FE15P4-PE	10	1.5	N/A	N/A	12
94752005	20FE05P4-PE	20	1/2	N/A	N/A	6
94752010	20FE07P4-PE	20	3/4	N/A	N/A	7
94752015	20FE1P4-PE	20	1	N/A	N/A	8
94752020	20FE15P4-PE	20	1.5	N/A	N/A	10
94752025	20FE2P4-PE	20	2	N/A	N/A	11



COMAL COUNTY

ENGINEER'S OFFICE

195 David Jonas Dr, New Braunfels, Texas 78132 (830)608-2090

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:

118990.pdf Markup Summary 10-3-2025

Brandon Mark Olvera (1)



Subject: Group
Page Label: 5
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 10/3/2025 4:13:23 PM



Maintenance Provider number shows to be expired all pages.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp Aug 31 2025

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Maintenance Provider number
shows to be expired

Property Owner(s): ERIC M SILVERS & CHRISTINA BROWN-SILVERS Agreement Dates: _____
Property Address: 1451 TRAILHEAD City & Zip: NEW BRAUNFELS, TX 78132
Subdivision: VINTAGE OAKS AT THE VINEYAR, Section, Lot, Block: 30, LOT 2359R
Permitting Authority: COMAL COUNTY CEEQ Permit Number: _____

VOID

The Texas Commission on Environmental Quality (TCEQ) mandates regular inspections and maintenance of all Aerobic Treatment Units (ATUs). These checks must occur every four months throughout the unit's lifespan (some permitting authorities may adjust this requirement after the first two years of installation; contact your county/permitting authority for more information).

MJ Septic will inspect and service your ATU every four months for the duration of the agreement. For new installations, the contract's effective date aligns with the issuance of the TCEQ permit (TCEQ), as required by the TCEQ. The agreement was published on June 13, 2021. Laboratory testing for parameters including Ammonia, Nitrate, and BOD are included in the associated fees and are the owner's responsibility.

Renewal Prior to the conclusion of the contract, MJ Septic will provide a seamless continuation option for routine maintenance and comprehensive re-inspection. To ensure uninterrupted service, electronic renewal reminders are promptly and automatically sent, keeping customers informed and allowing for timely action. It is important that you notify the office of any address and phone number changes to avoid missing renewal notices.

Inspections It is crucial that we have full access to your system, including gas valves, combination locks, to conduct inspections effectively. We conduct inspections every four months (three times per year) to ensure the proper functioning of mechanical, electrical, and other applicable components. The annual fee covers the inspections but does not include parts, cleaning/pumping, chlorine/bleach (tablets or liquid), additional service calls, or additional testing required by any regulating authority. Property owner(s) or tenant(s) are not required to be present at time of inspection.

Inspection Notifications Upon scheduling your upcoming inspection, an automated electronic booking confirmation will be sent to the email address(es) and/or mobile number(s) you provided during enrollment. Throughout the duration of your agreement, you are required to reach out to our office and provide any necessary updates to your information. As a reminder, a notification will be sent the day before your scheduled inspection. While there will not be a specific time frame for the inspection, you will receive a notification when the technician is on their way to your property on the day of the scheduled inspection. Property owner(s) or tenant(s) are not required to be present at time of inspection.

Reinspections If we are unable to access your property or system at any time due to circumstances beyond our control, you have the following options:

- Reschedule the inspection when our regular septic inspection technicians are scheduled to be back in your area again. This option is free of charge. (could be up to 45+ days)
- Reschedule the inspection with a repair technician for a specific date between Tuesday and Thursday. A service call fee of \$75 will be charged at the time of booking.
- Decline the inspection altogether. Please note that this option is not recommended, as there will be an 8-month or greater gap between inspections. You will not be notified of any potential issues, sludge readings, etc. No refunds will be given for declined inspections.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp Aug 31 2025

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Credit/Debit Card and Payment Terms

- The full cost of the agreement is to be paid in full at time of enrollment or renewal. If this agreement is part of a new system installation, it was paid in full at that time.
- To ensure prompt scheduling for all service calls, repairs, and pumping, we require a credit/debit card to be on file with our office upon booking. Please note that this is a mandatory requirement, and no exceptions will be made. Our technicians are not equipped to accept alternative payment methods in the field. Payment will be processed to the card on file immediately upon completion of repairs or service calls, unless otherwise noted.

VOID

Service Calls Outside of regular inspections, a \$75 service call fee (excluding parts, cleaning, and pumping) will be charged for service calls requested by homeowners or renters. At the company's discretion, this fee may be credited toward or even waived for an on-site repair. Some examples of service calls that may be encountered include, but are not limited to, pump failures, clogged lines, and other issues. Please refer to your Troubleshooting Guide for more information. We encourage you to check our website for our updated list of operating instructions. To avoid complications, it is recommended that you refrain from turning off the main circuit breaker to stop the pump in under any circumstances. The occurrence of a system alarm.

New Installation Warranty For ATU's under the initial installation warranty (2 years from the initial installation date), if a warrantied part requires replacement within 60 days of the LTO being issued, parts will be replaced free of charge. After 60 days, a \$75 warranty credit fee will be assessed for all part replacements or repairs. MJ Septic will only honor warrantied items when there is a valid maintenance contract in place.

Customer Purchased Parts MJ Septic will not install or work on parts purchased and provided by the customer. The use of unauthorized parts may compromise the system's performance and integrity. No exceptions will be made.

Unauthorized Repairs This only applies to systems under the original system installation maintenance contract and/or systems under any type of warranty with MJ Septic. Using a company other than MJ Septic for repairs will void all warranties associated with the maintenance contract. Unauthorized repairs are considered a breach of the maintenance contract and may have legal consequences.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp Aug 31 2025

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Repairs | During routine inspections or service calls, if the technician discovers parts in need of repair or replacement, we will try to contact the homeowner for on-site repair approval. If on-site repair/replacement is not possible, the customer will be notified by email or the postal service if we do not have an email address on file. All major part replacements include a 2-year warranty (refer to the notes below). There will be a \$75 warranty credit fee for all parts if replacement is required during the warranty period. Warranties will only be honored if there is an active maintenance agreement with MJ Septic. If the contract is not current, all warranties are void.

Repairs | Owning an aerobic system comes with the expectation of part replacements and septic tank cleaning needs. Regardless of how meticulously the system is maintained or how responsible your household usage is, certain components will inevitably require replacement. Some of these components, such as diffuser bars (not used by all brands), filters, sprinkler heads, airline, float switches, timers, and audio and visual alarms, are relatively inexpensive and commonly replaced. Septic tank cleaning and other components, such as sprinkler pumps, air compressors, and control panels, can be pricier than smaller parts. The longevity of your system's components varies based on several factors, including the number of users, water usage, medications taken, household cleaning chemicals used, and items flushed down the commode and the toilet. Each functional part has its own expected lifespan.

VOID

- Cost Expectations for Aerobic Septic System Maintenance**
- ❖ Routine maintenance is essential for the proper function of your aerobic septic system. Even with proper maintenance, optimal function, and control of household usage, certain components within your aerobic system will inevitably require replacement.
 - ❖ More common and less expensive parts that may need replacing include diffuser bars, filter pads, the replacement, audio and visual alarms, diffuser bars (only if applicable), filters, float switches, sprinkler heads, and timers.
 - ❖ Less common and more expensive parts that may need replacing include effluent (spray) pumps, air compressors, and control panels. Septic tank cleaning (pumping) is another service that you should expect to pay for.
 - ❖ The lifespan of your septic system's components is influenced by various factors. These include, but are not limited to the number of users, water consumption, dietary habits, medication usage, household cleaning products, and what is flushed into the system. Additionally, each component has its own expected lifespan.
 - ❖ The lifespan of components within your system will vary. Routine inspections assess these components to determine whether they need to be replaced or repaired. These components may include, but are not limited to, the following: air compressor (aerator), filter pads, diffuser bars, sprinkler pumps (effluent/irrigation pumps), control panels, electrical circuit boards, float switches, timers, audio alarms, visual alarms, airline, photocell, toggle switches, wiring, junction boxes, risers and/or lids, sprinkler heads, and chlorinators.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp Aug 31 2025

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Additional Terms and Conditions, Warranty Violations

Power to the System

- ❖ **Power to the System:** Never turn off the power to your system, even in the event of a system alarm or any other issues. This is not permissible and can cause further complications or damage(s) to the system.

- ❖ **Alarms:** Disconnecting the audio or visual alarms, which serve as critical system alerts for potential septic system issues, can prevent you from being informed about these problems until it's too late. Both audio and visual alarms are essential features that should not be disabled.

- ❖ **Maintaining proper airflow in the air compressor:** In a septic system, the air compressor plays a pivotal role in facilitating the breakdown of waste. Restricting airflow to the air compressor can have detrimental consequences, including restriction caused to the compressor itself and subsequent disruption of the entire system.

System Alterations/Modifications

- ❖ Do not build or construct anything over or near the aerobic system.
- ❖ The aerobics back requirements for such components of the septic system. Failure to meet these requirements will result in fines to bring the system back into compliance. Please reach out to us if you have any questions on making these adjustments. We will help you remain in compliance with code requirements.
- ❖ Surface application lines, drip irrigation lines, spray heads or any other components of your aerobic system should never be modified, replaced or tampered with by other contractors. This includes but is not limited to landscaping companies, irrigation companies, or pool companies.
- ❖ MJ Septic, LLC must be contacted by property owners prior to any alterations on their property. This includes, but is not limited to, the addition of swimming pools, outdoor kitchens, decks, etc.

- ❖ Some modifications will require obtaining a new permit from the respective county, having a septic designer redesign the system, and having a licensed septic installation company make the appropriate changes onsite.
- ❖ If modifications are made without the appropriate permitting approval, property owners will be responsible for any and all associated costs to repair the system to bring it back into compliance. Additionally, any warranties (*if applicable*) will be voided.
- ❖ The discharge from septic system surface application heads (septic spray heads) is restricted to areas with natural vegetation.
- ❖ Unless otherwise noted, the spray heads should only spray between midnight and 5am.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp Aug 31 2025

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Additional Terms and Conditions, Warranty Violations, Continued

Irrigation Systems, Landscaping, & Ants

- ❖ Avoid installing or allowing your irrigation system to discharge/spray in the same area as your septic spray areas, as it can lead to oversaturation and violates state/county code.
- ❖ Ant mounds must not be allowed to form near any part of the aerobic system. If ant mounds appear, they can be treated with ant killer. Any electrical component damage resulting from ants will void all applicable warranties.
- ❖ No landscaping elements, including trees, plants, and flowers, should be planted on or over any part of the aerobic system.
- ❖ Vegetation, including that around spray heads and the spray area, must be kept mowed and trimmed to allow for safe access and inspection by technicians. Failure to do so may result in a rescheduling fee or dismissal of the inspection.

VOID

Tablet Chlorination Systems Never tamper or alter your chlorinator system. This will void any warranties (if applicable).

- ❖ Calcium Hypochlorite tablets are available at your local Home Depot or Lowe's. *MJ Septic does not carry this product for resale.*
- ❖ **Warning!** Never use swimming pool chlorine tablets or solutions for your septic system. Mixing pool tablets with wastewater tablets could cause a dangerous volatile reaction.
- ❖ **Warning!** Always store your septic chlorine tablets in a cool, dry and well-ventilated area.
- ❖ **Warning!** Do not store your septic chlorine tablets near water heaters, water heater closets, near gas fixtures or electricity.

When the chlorinator is completely empty, do not add more than 4-5 tablets at a time to prevent the chlorinator canister from clogging. If the canister is clogged, use a water hose to rinse and completely clean and clear the canister before adding fresh tablets.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp Aug 31 2025

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

- ❖ **Exceeding your septic system's rated daily capacity I:** The septic system is engineered to manage a specific quantity of waste and water on a daily basis. Surpassing this limit can lead to several detrimental effects, such as the accelerated accumulation of sludge and premature failure of system components.
 - ❖ **Exceeding your septic system's rated daily capacity II:** To ensure the proper functioning of your aerobic system, it's crucial not to overload it. Conserving water can help prevent this issue. Be vigilant about fixing leaky faucets and running commodes to avoid unnecessary water usage. Distribute your laundry throughout the week, aiming for one to two loads daily. Avoid doing all your laundry on the same day, as this can create a sudden surge of water entering the system. This hydraulic overload can disrupt the balance of bacteria, hindering the proper breakdown of waste and leading to a faster accumulation of sludge in your pump tank. The result may be a need for more frequent pumping.
 - ❖ **Septic Tank Cleaning & Part Replacement:** Regular cleaning and pumping of the septic system are crucial for its optimal functioning. Ignoring recommendations to clean and pump the system can lead to malfunctions. Potential issues include: Failure to replace necessary parts as recommended can exacerbate the problem, leading to complete system failure and increased expense.
- Homeowner Responsibilities:**
- a) **Yard Work:** Landscaping: Keep grass, weeds, and plants trimmed and clear of access points, the pump panel, air compressor, etc. Weeds and plants can block access to the septic system and its components. This can potentially lead to damage to the system if grass/weeds grow over the pipes and the system is not properly maintained. Avoid spraying your irrigation system in the surrounding areas which will lead to oversaturation and is against code compliance.
 - b) **Pest Control:** To assist in maintaining the longevity and safety of our technicians, regular treatment for ants in the surrounding area is essential. Ants have the potential to form mounds within the electronic components of the system, leading to damage and premature failure. Additionally, treating the septic tank area and components for wasps, hornets, bees, and other insects is crucial to ensure the safety of all individuals involved.
 - c) **Permitting:** Obtain approval from a septic designer and permitting authority before making any additions or modifications to your septic system: Any changes to your septic system must be approved by a septic designer and the permitting authority. Failure to obtain approval can result in fines and penalties. See section entitled *Alterations and Modifications to the System*.
 - d) **Chlorination Supply:** *This does not apply to drip irrigation systems.* You are responsible for maintaining your own chlorine supply. TCEQ regulation requires proper chlorination for all surface application septic systems. For liquid chlorinators, homeowners are to add 2-3 gallons of 6-10% Sodium Hypochlorite (Household Bleach) per month. Chlorine consumption will vary depending on water usage. For tablet chlorinators, homeowners can purchase Calcium Hypochlorite tablets at a local Home Depot or Lowe's. **Warning! Do not use pool tablets, as it poses a significant safety risk. The combination of pool tablets and certain chemicals can result in a hazardous and volatile reaction.**
 - e) **Drip Irrigation Systems:** *This does not apply to surface application systems.* It is the homeowners responsibility to clean the drip irrigation disc filter anywhere between weekly to monthly, depending on build up. Build up frequency is directly related to individual usage. The drip irrigation filter will be cleaned during routine inspections.



OSSF RESIDENTIAL MAINTENANCE AGREEMENT

Michael J. Long, TCEQ License #MP0001294 Exp Aug 31 2025

1328 W Borgfeld Dr. San Antonio, TX 78260

(210) 875-3625

info@mjseptic.com

Liability Disclaimer

- a) MJ Septic will not be liable for any damage, malfunction, or issues resulting from unauthorized alterations or modifications to the septic system.
- b) The property owner bears full responsibility for ensuring compliance with county codes and regulations.

Electronic Acceptance of Maintenance Agreement

- a) The agreed-upon price, terms, and conditions are found acceptable and are thus accepted. MJ Septic is granted access to the property for the purpose of conducting routine maintenance inspections, as well as for carrying out service calls and repairs, as requested and agreed upon.
- b) By reviewing this agreement in its entirety, I acknowledge that I have read and accepted the maintenance agreement guidelines above. I understand that I have the right to terminate my contract within 14 business days of reviewing this agreement and receive a full refund, excluding any initial or routine inspection conducted on that date.
- c) MJ Septic maintains sole responsibility to verify this document with the necessary.

MJ Septic will not sign or have any agreement with a private electronic approval for septic installation. This applies to all built-in generators, contractors, and other property owners as the buyer or general contractor record.

Having the property reviewed and the terms of this agreement understood and then upon receiving license to operate from the Permitting Authority, I am responsible for completing MJ Septic to begin the permit or transfer process. I agree and warrant that I am completing this process. MJ Septic will electronically sign all OSSF documents and records.

VOID

ERIC M SILVER
CHRISTINA BROOKS

Property Owner(s):

Property Address: 1451 TRAILHEAD

City & Zip: NEW BRAUNFELS, TX 78132

DocuSigned by:

Property Owner(s) Signature(s):

4C66BA26AD4F402...

Property Owner(s) Signature(s):

Date of Property Owner(s) Signature(s): 8/25/2025

Authorized MJ Septic Representative Signature:

Katherine B Perez

Date of MJ Septic Signature:

08-27-2025



202306021446 07/06/2023 03:03:46 PM 1/3

AMENDMENT TO PLATOWNER NAME(S) As Shown On Deed: Eric M. Silvers and Christina Brown-SilversMAILING ADDRESS: 1614 Chisolm Tr., Allen TX 75013

COUNTY ENGINEER

LEGAL DESCRIPTION OF PROPERTIESPLAT Document #: 202206006690 OR Vol.: _____ Page(s): _____Lot(s): 2359 and 2360 Block(s): _____Subdivision: Vintage Oaks at the Vineyard, Unit 30**ESTABLISHING**LOT: 2359R BLOCK: _____SUBDIVISION: Vintage Oaks at the Vineyard, Unit 30**NO IMAGE WILL BE PRODUCED. SEE REFERENCED DOCUMENTS**

The signatures affixed below will certify that the owner(s) of the described property hereby amend the plat of the property so as to combine the referenced lot(s) or tract(s) into a single lot or tract. The property owner(s) acknowledge that this Amendment to Plat may not dissolve or alter any existing easement(s) or other property interests that may exist within the boundaries of this property and that obtaining releases or permission from any owner(s) or beneficiary of easement(s) or other property interest(s) affected by this process shall be the responsibility of the property owner(s). The owner(s) also certify that any and all Lien-Holders have acknowledged this Amendment to Plat as per the attached Lien-Holder Acknowledgement(s) if applicable.

Eric M. Silvers

Printed Name of Owner

Signature of Owner (above)

Christine Brown-Silvers

Printed Name of Owner

Signature of Owner (above)

STATE OF TEXAS:

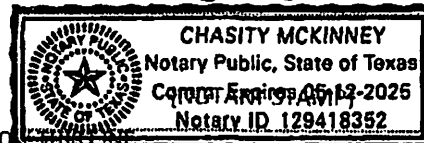
COUNTY OF Collin§
§
§SWORN AND SUBSCRIBED before me by Eric M. Silvers and

Printed Name of Owner

Christine Brown-Silvers on the 21st day of June, 2023.

Printed Name of Owner

NOTARY SIGNATURE

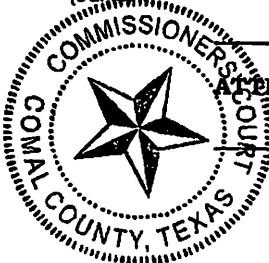


DO NOT WRITE OR STAMP BELOW

APPROVED BY COMMISSIONERS COURT on the

6th day of July, 2023

{SEAL}



COUNTY JUDGE

ATTEST:

Bobbie Koepf

COUNTY CLERK

FOR RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
07/06/2023 03:03:46 PM
TRACY 3 Page(s)
202306021446

Bobbie Koepf

**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/09/2022 10:05:10 AM
LAURA 4 Pages(s)
202206051156**



Bobbie Koepp

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

§

§

COUNTY OF COMAL

§

KNOW ALL MEN BY THESE PRESENTS:

GRANTOR: SOUTHSTAR AT VINTAGE OAKS, LLC, a Texas limited liability company
1118 Vintage Way
New Braunfels, Texas 78132

GRANTEE: ERIC M. SILVERS and wife CHRISTINA BROWN-SILVERS
601 Lakeway Drive
Allen, Texas 75013

That Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to it in hand paid by Grantee, and in the further consideration of the execution by Grantee of that one certain Promissory Note of even date herewith secured by the Real Property described herein in the original principal sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) payable to the order of INDEPENDENT BANK (hereinafter the "Lender"), payable as therein provided, containing the usual clauses providing for acceleration of maturity and attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to DANIEL W. BROOKS, Trustee, 7777 Henneman Way, Sixth Floor, McKinney, Texas 75070, the receipt of which is hereby acknowledged and confessed;

WHEREAS, Lender has, at the special insistence and request of Grantee, paid to Grantor the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$150,000.00) of the purchase money for the Property described below, and as represented by the above-described Promissory Note of even date herewith. The vendor's lien against said Property securing payment of said Promissory Note is without recourse upon Grantor herein and is hereby assigned transferred and delivered to Lender. The Grantor hereby conveying to said Lender the superior title to said Property, and subrogating the Lender unto all the rights and remedies of Grantor in the Property by virtue of said Promissory Note and liens has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the said Grantees, the following described property, to-wit:

Lots 2359 and 2360, VINTAGE OAKS AT THE VINEYARD, UNIT 30, Comal County, Texas, according to plat thereof recorded in Document No. 202206006690, Map and Plat Records of Comal County, Texas (hereinafter referred to as the "Property").

As additional consideration, Lender has, at the insistence and request of Grantee, paid to Grantor a portion of the face value of the Note (pursuant to the terms of a separate agreement between Grantee and Lender), and the Vendor's Lien against the Property securing payment of the Note, is without recourse upon Grantor, hereby SOLD, ASSIGNED AND TRANSFERRED to Lender, the Grantor hereby conveying to Lender the superior title to the Property, and subrogating the Lender unto all the rights and remedies of Grantor in the Property by virtue of the Note and liens. But it is expressly agreed that the vendor's lien, in favor of Grantor as assigned to Lender is granted against the Property until the Note, and all interest thereon, is fully paid when this Deed shall become absolute.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anyway belonging to Grantor, unto Grantee, its heirs and assigns forever; and Grantor does hereby bind itself, its heirs, successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property unto the Grantee, its heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor, but not otherwise.

IT IS expressly **UNDERSTOOD, ACKNOWLEDGED and AGREED** that Grantor hereby **RESERVES and EXCEPTS** from this conveyance all oil, gas and other minerals of any type or form including all rights to ingress and egress as well as other rights appurtenant to the minerals and the mineral estate owned by Grantor, and does not transfer the minerals and the appurtenant rights thereto to Grantee.

THIS CONVEYANCE IS MADE AND ACCEPTED by Grantee **SUBJECT TO** (i) taxes for the current year, which have been prorated as of the date of closing, the payment of which Grantee assumes; (ii) all subsequent tax assessments for the current year the payment of which Grantee assumes; (iii) the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard filed in the Official Real Property Records, Comal County, Texas, all other restrictions, covenants, conditions, easements, reservations, leases, mineral severances, and other instruments that affect the Property and as may or may not be shown in the public records of Comal County, Texas; (iv) all zoning laws, regulations and ordinances of municipal and/or other governmental authorities that affect the Property and (v) the items listed below as Permitted Exceptions:

1. Subject to the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard, recorded at Clerk's Document #200706000771 (Master), annexed by Document #202206007284, amended or supplemented by Document #201106044284 (First Amendment), Document #201206032310 (Affidavit), Document #201406032083 (Second Amendment); Document #201406037322 (Working Capital Assessment), Document #201606000890 (Third Amendment), Document #201706008119 (Design Guidelines), Document #201706014965 (Revised Fourth Amendment), Document #201706028668 (Fourth Amendment), Document #201706038551 (Fine and Assessment Policy); Document #201706050096 (Assessment Policy), Document #201706050096 (Collection Policy); #201706050099 (Fireworks Policy); Document #201906041535 (Third Amended Working Capital), Document #201806013767 (Correction of Fourth Amendment to Fifth Amendment); Document #200706018620 (prior deed) and the Assignment of Declarant Rights filed at Document #201206016339, Official Real Property Records, Comal County, Texas.

2. Subject to those items, restrictions, building setback lines, easements and Notes shown on the plat recorded in Document #202206006690, Official Map and Plat Records of Comal County, Texas as well as those setbacks included/described in the Declaration of Conditions, Covenants and Restrictions for Vintage Oaks at the Vineyard and contained in the Architectural and Site Guidelines for Vintage Oaks recorded at Document #201606020343, #201606034595; supplemented by #201706050104; and Document #201706008119 (Design Guidelines), Official Public Records, Comal County, Texas:

- a. Subject to a building setback line from the front and rear property lines.
- b. Subject to a 10-foot side property line building setback except on corner lots wherein the street-side corner shall have a 25-foot setback;
- c. Subject to a 10-foot wide Public Utility and Drainage easement adjacent to all non-street lot lines.

- d. Subject to Public Utility Easement, 20-feet from the front property line and 10 feet from the side and rear property lines.
3. Easements, setback lines and other matters as shown on plat recorded in Document No. 202206006690, Map and Plat Records of Comal County, Texas.
4. Edwards Aquifer Protection plans recorded in Document No. 200806028296, Document No. 201406023164, Document No. 201606011941, Document No. 202206001842, Official Public Records of Comal County, Texas.
5. All leases, grants, exceptions or reservations of coal, lignite, oil, gas, and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed herein or not.
6. Temporary Waterline Easement reserved in Special Warranty Deed recorded in Document No. 201706027400, Official Records of Comal County, Texas.
7. Maintenance Easement Vintage Oaks at the Vineyard Unit 4-Detention Pond to the Property Owners Association of Vintage Oaks, Inc. recorded in Document Nos. 201206036474 and 201206040253, Official Records of Comal County, Texas.
8. Restricted Sensitive Recharge Feature as shown on plat of Vintage Oaks at the Vineyard, Unit 25, recorded in Document No. 201906013327, Official Records of Comal County, Texas.

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

EXECUTED on the 8 day of December, 2022.

SOUTHSTAR AT VINTAGE OAKS, LLC,
a Texas limited liability company

By: 

Thad Rutherford,
Senior Vice President-Operations

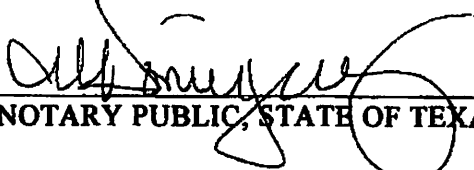
ACKNOWLEDGMENT

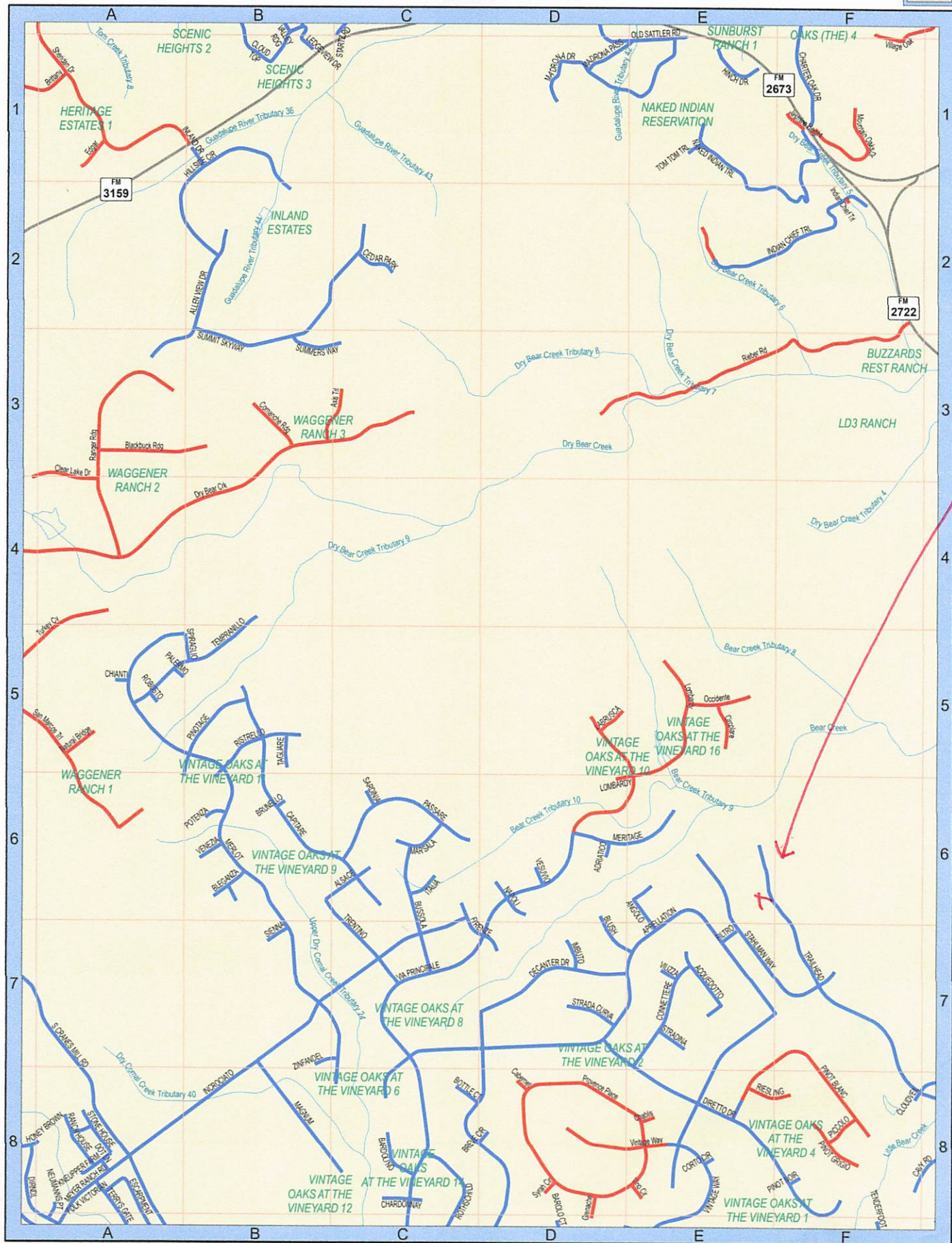
STATE OF TEXAS

COUNTY OF Comal

8 This Special Warranty Deed with Vendor's Lien was acknowledged before me on the 8 day of December, 2022, by Thad Rutherford, Senior Vice President-Operations of SOUTHSTAR AT VINTAGE OAKS, LLC, Grantor in the above instrument on behalf of said entity.




NOTARY PUBLIC, STATE OF TEXAS



SEE PAGE 43



0 1,250 2,500
Feet

0 0.25 0.5
Miles