



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: 119080
Issued This Date: 11/06/2025
This permit is hereby given to: O.J. Builders, LLC

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

1736 STALLION SPRINGS DR
FISCHER, TX 78623

Subdivision: Stallion Springs
Unit: 1
Lot: 28
Block: n/a
Acreage: 0.5600

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

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORGDate 09/04/2025Permit Number 119080

1. APPLICANT / AGENT INFORMATION

Owner Name <u>O J Builders, LLC</u>	Agent Name <u>John J. Haag, P.E.</u>
Mailing Address <u>923 Mission Hills Dr.</u>	Agent Address <u>15831 Secret Trails</u>
City, State, Zip <u>New Braunfels, Tx. 78130</u>	City, State, Zip <u>San Antonio, Tx. 78247</u>
Phone # <u>916-230-7404</u>	Phone # <u>210-705-4268</u>
Email <u>jeremiahnoack@gmail.com</u>	Email <u>jhaagpe@gmail.com</u>

2. LOCATION

Subdivision Name Stallion Springs Unit 1 Lot 28 Block

Survey Name / Abstract Number Acreage 0.557

Address 1736 Stallion Springs Dr. City Fischer State Tx. Zip 78623

3. TYPE OF DEVELOPMENT

☒ Single Family ResidentialType of Construction (House, Mobile, RV, Etc.) HouseNumber of Bedrooms 3Indicate Sq Ft of Living Area 1885☐ 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: \$ 250000 (Structure Only)

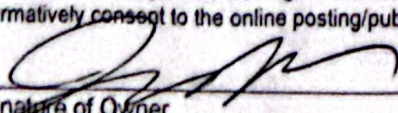
Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?

☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)Source of Water ☒ Public ☐ Private Well

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Signature of Owner Date 9-8-25



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By John J. Haag, P.E.

System Description Proprietary aerobic treatment with surface spray disposal

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

Tank Size(s) (Gallons) NuWater B-600 (600 gpd) Absorption/Application Area (Sq Ft) 3750 min

Gallons Per Day (As Per TCEQ Table III) 240

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If yes, indicate the city: _____

By signing this application, I certify that:

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


Signature of Designer

09/04/2025

Date

1/c
THE COUNTY OF COMAL

STATE OF TEXAS



202506031590 10/01/2025 09:55:54 AM 1/1

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I

The Texas Health and Safety Code, Chapter 366 authorizes the TCEQ to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the TCEQ primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The TCEQ, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the TCEQ requires a 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 TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ that the appropriate OSSF was installed.

II

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

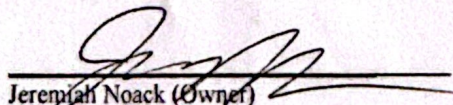
Legal Description: Lot 28, Stallion Springs, Unit 1

This property is owned by: O.J. Builders, LLC

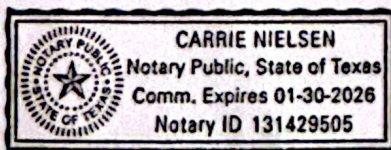
This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic system for a single-family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

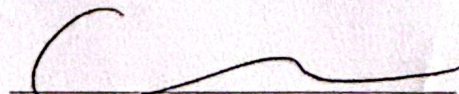
The owner will, upon any sale or transfer of the above-described property, request a transfer of the permit for the OSSF to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from Comal County.

WITNESS BY HAND(S) ON THIS 8 DAY OF September, 2025.


Jeremiah Noack (Owner)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 8th DAY OF September, 2025




Notary Public, State of Texas

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
10/01/2025 09:55:54 AM
IRENE 1 Page(s)
202506031590



Bobbie Koepp

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Regulatory Authority Cemal
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 O J Builders, LLC
Site Address 1736 Stallion Springs Dr
City Fischer Zip 78623
Mailing Address 923 Mission Hills Dr New Braunfels, Tx 78130
County Cemal Map # _____
Phone 916-230-7404
Email jeremiahnoack@gmail.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between O J Builders, LLC (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 License to Construct and ends on _____ 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:

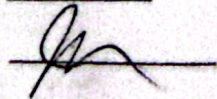
This Agreement may be terminated by either party for any reason, including for example, substantial failure of either party to perform in accordance with the terms of this Agreement, without fault or liability of the terminating party. The terminating party must provide written notice to the non-terminating 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:



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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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



Customer's Initials



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Contractor's Initials

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

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its 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 Indemnitee; or, (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend Indemnitees 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:

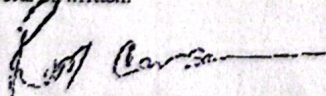
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the 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.

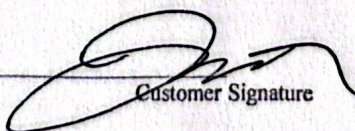
XVI. Entire Agreement:

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



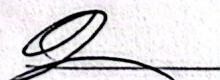
Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036

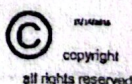


Customer Signature

9-8-25
Date



Customer's Initials



RC

Contractor's Initials

ON-SITE SEWAGE FACILITY (OSSF) SITE EVALUATION FORM

1. OWNER INFORMATION

Property Owner's Full Legal Name: O.J. Builders, LLC

2. PROPERTY INFORMATION

City: Canyon Lake Zip Code: 78133

Legal Description:

Lot: 28 Block: Subdivision: Stallion Springs Sec: Unit: 1

If not located in subdivision: Survey:

Abstract:

Recorded (Vol/Pg):

3. SITE EVALUATION INFORMATION:

Name of Site Evaluator: John J. Haag

PE #: 90158

Date Performed: 09/03/2025

Proposed Excavation Depth: Surface

4. REQUIREMENTS:

- At least two soil evaluations must be performed on the site at opposite ends of the proposed disposal area. Locations of soil evaluations must be shown on the application site drawing or designer's site drawing.
- For subsurface disposal, soil evaluations must be performed to a depth of at least 2 feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.

Soil Profile Hole Number: 1

Depth (ft.)	Textural Class	Gravel Analysis	Drainage (Mottles/Water Table)	Restrictive Horizon	Observations
0	III	<30%	No	Yes	Type III to 12" then auger refusal
1					
2					
3					
4					
5					

ON-SITE SEWAGE FACILITY (OSSF) SITE EVALUATION FORM

Soil Profile Hole Number: 2					
Depth (ft.)	Textural Class	Gravel Analysis	Drainage (Mottles/Water Table)	Restrictive Horizon	Observations
0	III	<30%	No	Yes	Limestone @ surface
1					
2					
3					
4					
5					

5. FEATURES OF SITE AREA:

- | | |
|---|---|
| Presence of 100 year flood zone: | ☐ Yes ☒ No |
| Presence of adjacent ponds, streams or water impoundments | ☐ Yes ☒ No |
| Existing or proposed water well in nearby area | ☐ Yes ☒ No |
| Organized sewage available to lot or tract | ☐ Yes ☒ No |
| Recharge features within 150 feet | ☐ Yes ☒ No (None observed) |

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



09/03/2025

Haag Engineering Consultants, LLC
Firm: F-5789

Aerobic With Surface Disposal

by Felix I. Bernal, P.E. (c) 2002 - 2013

SITE EVALUATION PERFORMED ON:

3-Sep-25

by

John J. Haag, P.E.



Date: 09/08/25

APPLICANT: O.J. Builders, LLC

MAILING ADDRESS:

CITY, ST, ZIP

CONTRACTOR

SITE ADDRESS:

CITY, ST, ZIP Fischer, Tx. 78623

LEGAL DESCRIPTION: Lot 28, Stallion Springs, Unit 1

WATER SOURCE: Public

SOIL TYPE

4

AT SLOPE OF <15%

BEDROOMS

3

Sq. Ft. 1885

Normally Required

300

GPD

300

GPD

WATER SAVING DEVICES?

Y

APPLICATION RATE =

0.064

GALLONS PER SQ. FT. PER DAY

USAGE FLOW =

240

GALLONS PER DAY WHICH IS

80%

OF

300

GPD

SEPTIC TANK VOLUME =

750

GALLONS TWO COMPARTMENT TANK REQUIRED

RESERVE CAPACITY =

80

(8 HOURS USAGE AFTER HIGH LEVEL ALARM)

AREA REQUIRED =

3,750

SQ. FT. OF ABSORPTION AREA

OR

0.09

ACRES

WITHOUT WATER SAVING DEVICES

4,688

SQ. FT. OF ABSORPTION AREA

OR

0.11

ACRES

Use a

600

GPD Treatment Plant Model

NuWater

by

B-550

Nozzle #

PSI

(K-Rain ProPlus Low Angle Sprinkler Nozzle)

3

30

PSI WITH A

29

FOOT RADIUS AND 3.0

GPM/ SPRINKLER WITH A TOTAL OF 6.0 GPM FOR THE SYSTEM

AREA COVERED BY PROPOSED SPRINKLER HEADS

LINEAR FEET OF DISTRIBUTION =

73.0 FT. OF

1

INCH SCH-40 PURPLE PIPE

150

C (HAZEN-WILLIAMS)

SPACE BETWEEN SPRINKLER HEADS =

23

FT

2

SPRINKLERS

FOR A DOSE TIME OF 40 MINUTES

WITH ANGLE OF DISTRIBUTION =

360

AREA PER SPRINKLER =

2,642

sf

OF ABSORPTION AREA

SPRINKLERS

LENGTH OF PIPE

Dist. Angle

Flow GPM

Q GPM

Hf ft of head

Area

2

50 FT

360

3

6.000

1.33

2642.0

1

23 FT

360

3

3.000

0.17

2642.0

0

0

0.000

0.00

0.0

0

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0

0.000

0.00

0.0

0

0

0.000

0.00

0.0

SUM= 73 feet of pipe

6.000

1.51

ft of head

5284.0 sf

Provided

fittings factor

1.20

3943 sf

Actual

1.81

ft of head

Hf for Dist Line 1.9487117 ft of head

(Note: 0.4335= 62.424/144 for water at 39.2°F)

30.00 psi divided by 0.4335 =

69.20

ft of head

elevation difference

9.00

ft of head

head required for sprinkling

81.96

ft of head

pressure required for sprinkling

35.53

psi



HAAG ENGINEERING CONSULTANTS

15831 Secret Trails • San Antonio, Texas 78247 • Tel: (210) 705-4268 • Email: jhaagpe@gmail.com

November 30, 2023

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

RE: Septic Setback Variance Request
Lot 28, Stallion Springs, Unit 1

Dear Brenda:

Due to the lack of available spray application area, it is necessary to have the setback from the property line to the edge of spray area at ten feet as required by TCEQ Chapter 285 rules Table X. I hereby request a variance to the twenty foot setback to the property line(s) as required by Comal County Order and an equivalent protection will be maintained by adding a battery backup to the timer clock to ensure sprayers only spray during the pre-dawn hours. In my professional opinion, this variance will not pose a threat to the environment or public health.

Sincerely,



09/04/2025

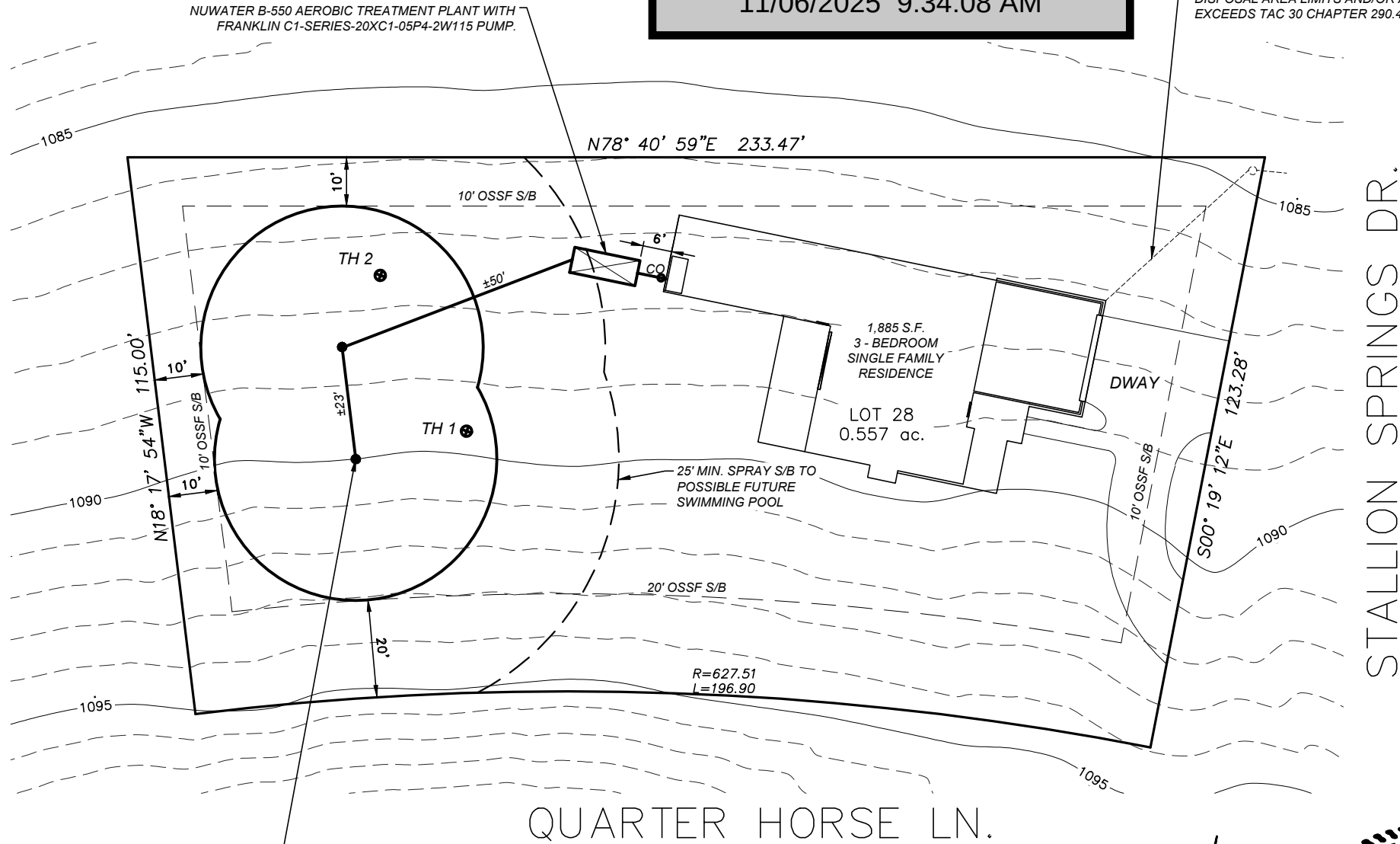
Haag Engineering Consultants, LLC
Firm No.: F-5789

GENERAL NOTES:

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- PIPE ALIGNMENT TO THE DISPOSAL BEDS MAY BE ALTERED AS REQUIRED. ANY CHANGE FROM THE PLANS MUST BE APPROVED BY THE ENGINEER AND THE APPROPRIATE GOVERNMENTAL AGENCY(IES).
- CONTRACTOR SHALL PROTECT TREES WHICH ARE NOT IN THE EXCAVATED CONSTRUCTION AREAS. CONTRACTOR SHALL MINIMIZE ROOT DAMAGE AND REASONABLY ADHERE TO THE DESIGN.
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- ALL CONSTRUCTION SHALL CONFORM TO THE RULES AND REGULATIONS OF THE APPROPRIATE AUTHORITY - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND ANY APPLICABLE LOCAL BUILDING AND SAFETY CODES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND VERIFYING THE LOCATION OF ALL EXISTING UNDERGROUND UTILITIES THAT MAY BE AFFECTED BY THE CONSTRUCTION OF THIS SYSTEM.
- SPRAY APPLICATION AREAS SHALL BE COVERED WITH PERENNIAL GRASSES TO TAKE ADVANTAGE OF TRANSPIRATION. IF GRASSES ARE USED WHICH HAVE DORMANT PERIODS, STEPS SHOULD BE TAKEN TO PROVIDE SOME TYPE OF VEGETATION ON THE BEDS DURING THESE PERIODS.
- RECOMMENDED COVERAGE:
 - BERMUDA: 1 LB/1000 S.F.
 - RYE: 10 LB/1000 S.F.
 - OR ST. AUGUSTINE SOD.
- SPRAY APPLICATION AREAS MUST BE MOWED AT REGULAR INTERVALS. FAILURE TO PROPERLY MAINTAIN VEGETATIVE COVER MAY RESULT IN SYSTEM FAILURE AND SHALL BE THE RESPONSIBILITY OF THE OWNER.
- ALL PIPES SHALL BE SCHEDULE 40 PVC OR APPROVED EQUAL, UNLESS NOTED OTHERWISE. ALL JOINTS SHALL BE CLEANED WITH THE APPROPRIATE SOLVENT AND GLUED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATION.
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- NO EXCAVATION IS PERMITTED NEAR THE DISPOSAL AREAS THAT WILL RESULT IN THE NONCOMPLIANCE OF APPLICABLE SETBACKS STATED IN THE RULES AND REGULATIONS OF THE APPROPRIATE AUTHORITY.
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- CONTRACTOR SHALL REPORT TO THE ENGINEER ANY ELEVATION DIFFERENCES GREATER THAN 4 FEET BETWEEN THE HIGHEST AND LOWEST TRENCH IN THE FIELD. THIS SHOULD BE CHECKED PRIOR TO INSTALLING THE LATERALS AND MANIFOLD.
- THIS DISPOSAL SYSTEM HAS BEEN DESIGNED TO OPERATE PROPERLY AT SPECIFICATIONS NOTED IN THESE PLANS. ALTERATIONS TO THE SYSTEM BY THE OWNER, INCLUDING BUT NOT LIMITED TO LANDSCAPING, DRAINAGE, BUILDING AND/OR WATER USAGE, MAY CAUSE PREMATURE FAILURE AND SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL PLUMBING FIXTURES ARE CONNECTED TO THE DESIGNATED SEPTIC TANK(S). LOW FLOW TOILETS (1.6 GAL), SHOWERHEADS AND FAUCETS SHALL BE USED IN THE STRUCTURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR JOBSITE SAFETY AND PROTECTION OF THE PUBLIC FROM INJURY DURING CONSTRUCTION. THE OWNER SHALL BE RESPONSIBLE FOR THE PREVENTION OF PERSONAL INJURY TO ANYONE ON OR NEAR THE DISPOSAL SYSTEM.
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- THE WASTEWATER FLOW TO THE SEPTIC SYSTEM SHALL NOT EXCEED THE DESIGN FLOW SHOWN ON THIS PLAN.

Received
Brandon Mark Olvera
11/06/2025 9:34:08 AM

ASSUMED LOCATION OF WATER METER AND WATER SERVICE LINE ALIGNMENT FROM METER TO HOUSE. NOTE: WATER SERVICE LINE SHALL BE SLEEVED WITH SCH. 40 PVC WHEREVER IT IS 10' OR CLOSER TO PROPOSED OSSF DISPOSAL AREA LIMITS AND/OR ANY SYSTEM COMPONENT(S). EXCEEDS TAC 30 CHAPTER 290.44(e).



1 OF 2 - PROP. #3- 29'R
SPRINKLER (K RAIN PRO PLUS MODEL 11003 - RCW).
MIN. COVERAGE AREA = 3,750 SF
ACTUAL COVERAGE AREA = 3,943 SF



1" = 30'

10/30/25

OSSF LAYOUT
LOT 28, STALLION SPRINGS DR.
STALLION SPRINGS SUBD.
FISCHER, TEXAS

ADD'L. NOTES:

- SPRINKLER OPERATION SHALL BE TIMED TO DOSE BETWEEN MIDNIGHT AND 5:00 a.m.
- DESIGN DAILY WASTEWATER FLOW = 240 GPD (WATER SAVING DEVICES WERE ASSUMED FOR SEPTIC SYSTEM DESIGN).
- A BATTERY BACKUP TO THE TIMER CLOCK SHALL BE INSTALLED TO ENSURE DOSING ONLY OCCURS BETWEEN MIDNIGHT AND 5:00 a.m.
- TOPOGRAPHIC DATA SOURCE: FEMA 2011 DATA.
- PROPERTY LINE BEARINGS AND DISTANCES SOURCE: SURVEY

NOTE: OSSF IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR FEMA 100 YEAR FLOODPLAIN.
SITE EVALUATION BY JOHN J. HAAG, P.E. ON 09/03/2025

DRAWN BY: JJH
CHECKED BY: JJH
DATE: 10/30/25
JOB NO. NOACK25004

SHEET 1 OF 1

HAAG ENGINEERING CONSULTANTS

15831 SECRET TRAILS
SAN ANTONIO, TEXAS 78247
FIRM: F-5789

TEL: (210) 705-4268

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Assembly Details

OSSF



Pump float settings for 240 gpd design flow and min. 80 gal reserve:

Pump off position: 12 inches above tank bottom (166.90 gal)

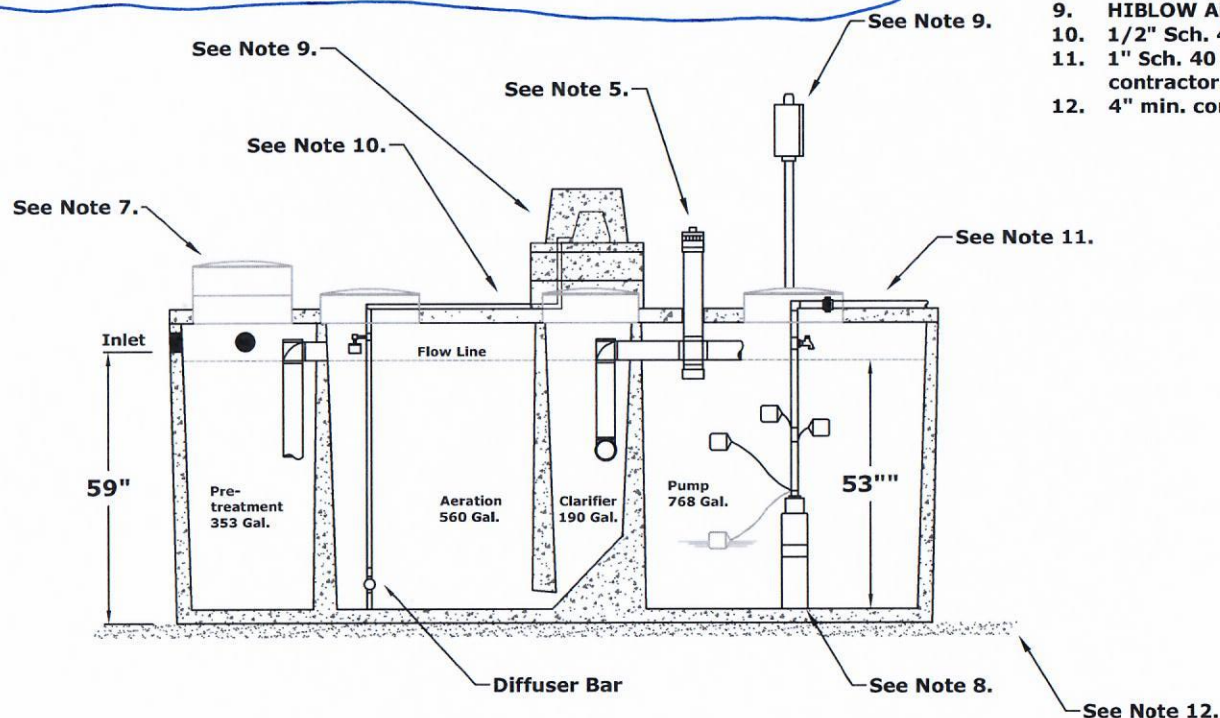
Pump on position: 29 inches above tank bottom (409.90 gal)

Alarm on position: 36 inches above tank bottom (512.22 gal)

254.04 gal reserve capacity at approx. 53 inches above tank bottom

GENERAL NOTES:

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



DIMENSIONS:

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

MINIMUM EXCAVATION DIMENSIONS:

Width: 76"
Length: 176"

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

Model: B-550-PC-400PT

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

Scale:

* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

Advantage
Wastewater Solutions LLC

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

C1 SERIES

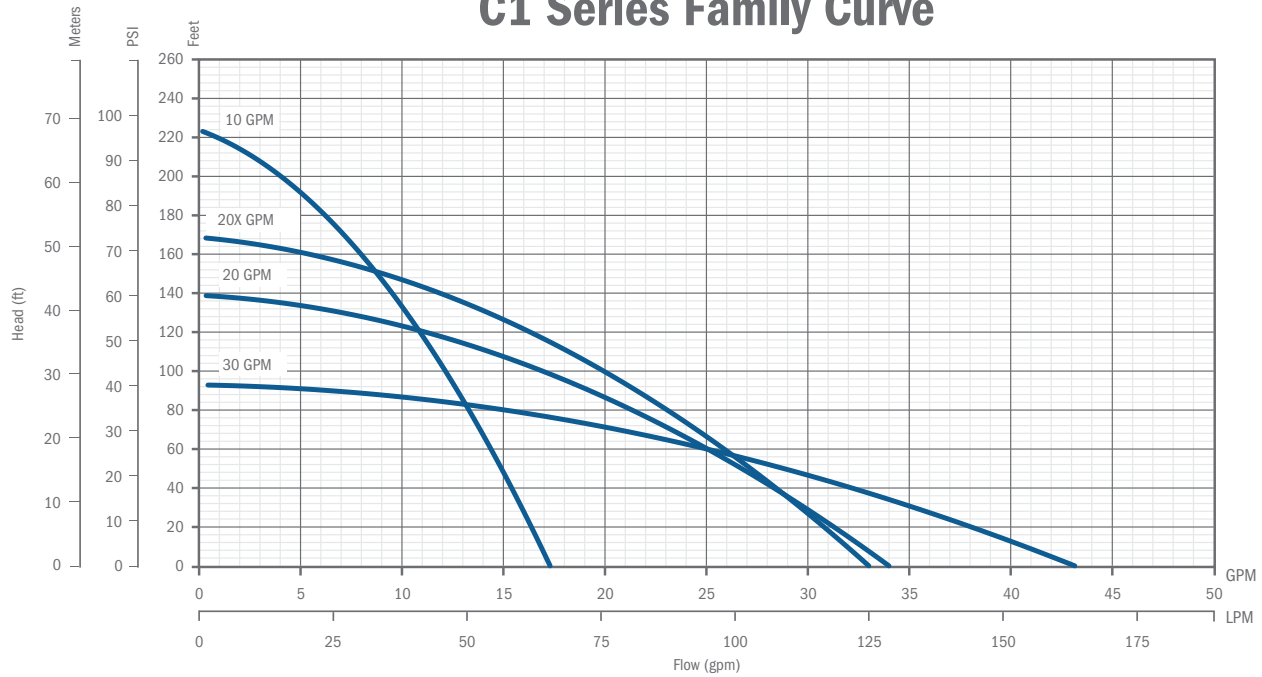
CISTERN PUMPS

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.



C1 Series Family Curve



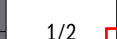
FEATURES

- 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, 1/2 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.



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:

119080.pdf Markup Summary 10-30-2025

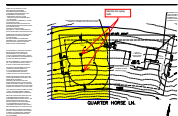
Brandon Mark Olvera (2)



Subject: Group
Page Label: 9
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 10/30/2025 3:00:35 PM



This does not match the site plan stating 33 feet.



Subject: Group
Page Label: 11
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 10/30/2025 3:02:10 PM



Identify the spray radii.

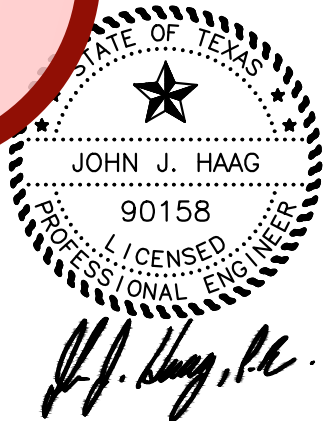
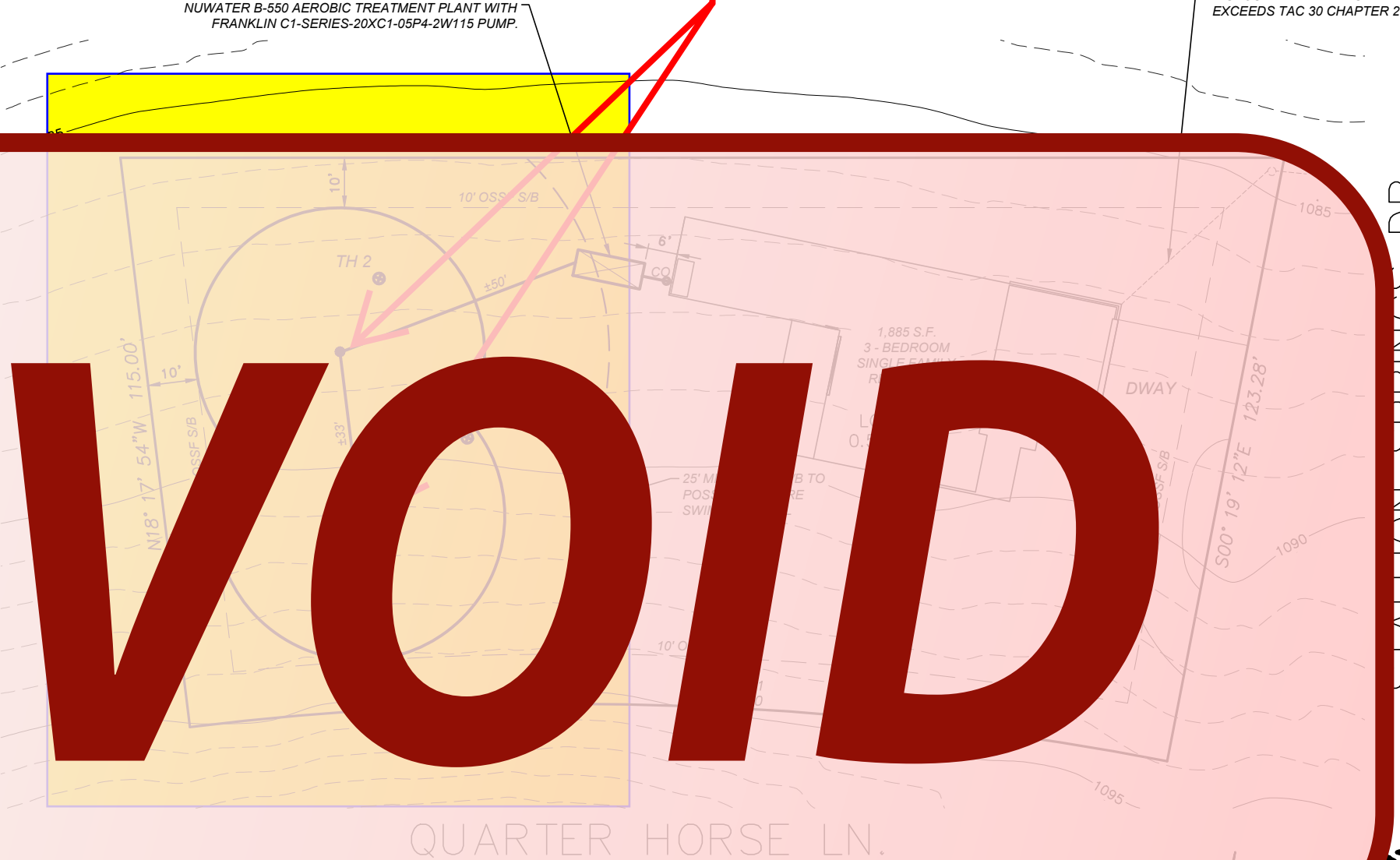
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NUWATER B-550 AEROBIC TREATMENT PLANT WITH FRANKLIN C1-SERIES-20XC1-05P4-2W115 PUMP.

Identify the spray radii.

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1" = 30'

09/08/25

OSSF LAYOUT
LOT 28, STALLION SPRINGS DR.
STALLION SPRINGS SUBD.
FISCHER, TEXAS

ADD'L. NOTES:

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- PROPERTY LINE BEARINGS AND DISTANCES SOURCE: SURVEY

NOTE: OSSF IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE OR FEMA 100 YEAR FLOODPLAIN.
SITE EVALUATION BY JOHN J. HAAG, P.E. ON 09/03/2025

DRAWN BY: JJH

CHECKED BY: JJH

DATE: 09/08/25

JOB NO. NOACK25004

SHEET 1 OF 1

HAAG ENGINEERING CONSULTANTS

15831 SECRET TRAILS
SAN ANTONIO, TEXAS 78247
FIRM: F-5789

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TEL: (210) 705-4268

GF# 25-873917-SS

General 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: August 7, 2025

Grantor: **Ernest L. Lopez and Minerva Lopez, a married couple**

Grantor's Mailing Address: 7523 Frenchton St., San Antonio, TX 78251

Grantee: **O.J. Builders LLC**

Grantee's Mailing Address: 923 Mission Hills Drive, New Braunfels, TX 78130

Consideration: the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration

Property (including any improvements):

Lot 28 of STALLION SPRINGS, UNIT 1, a subdivision in Comal County, Texas, as shown on a map or plat of said subdivision as recorded in Volume 6, Page 189, of the Map and Plat Records of Comal County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

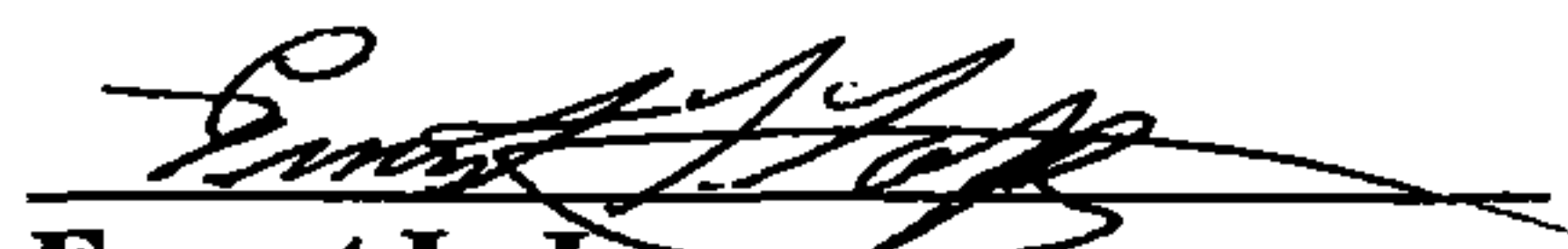
This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, standby fees, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the

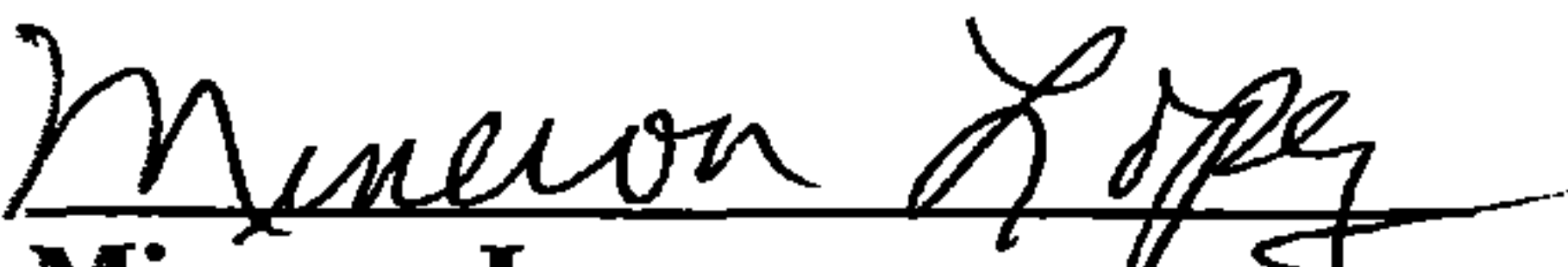
same, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located.

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.

EXECUTED this 7th day of AUGUST, 2025.


Ernest L. Lopez

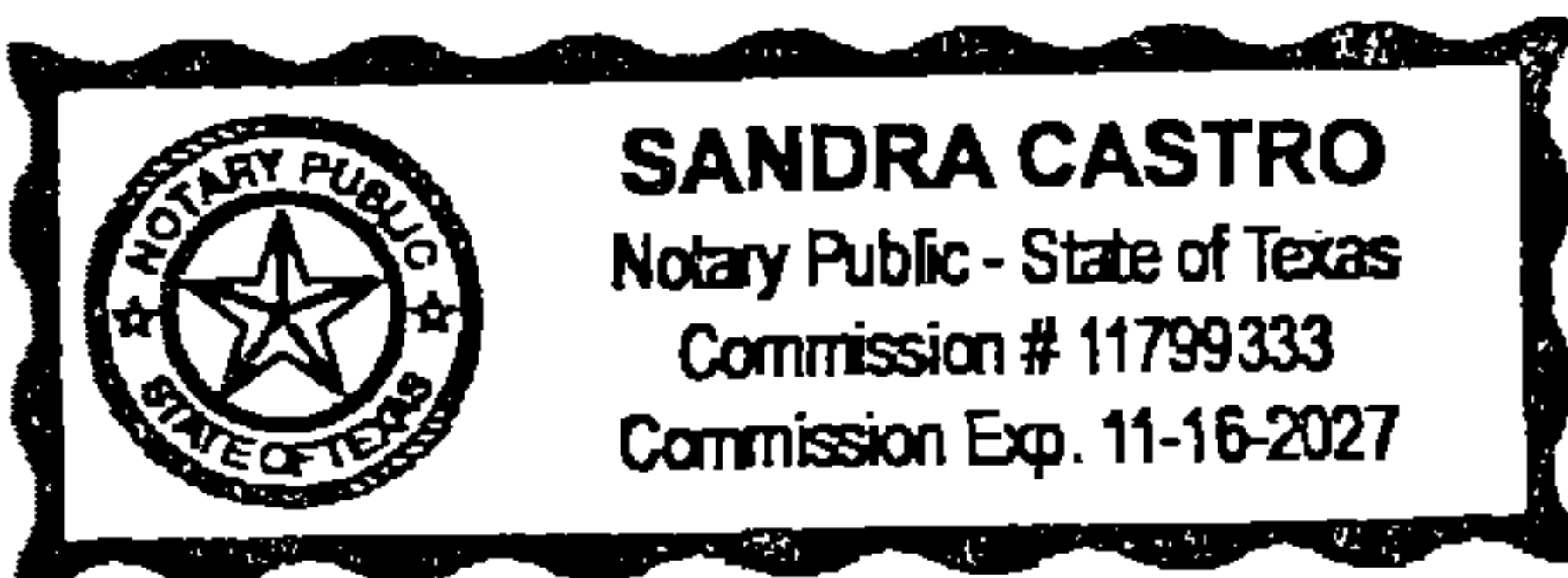

Minerva Lopez

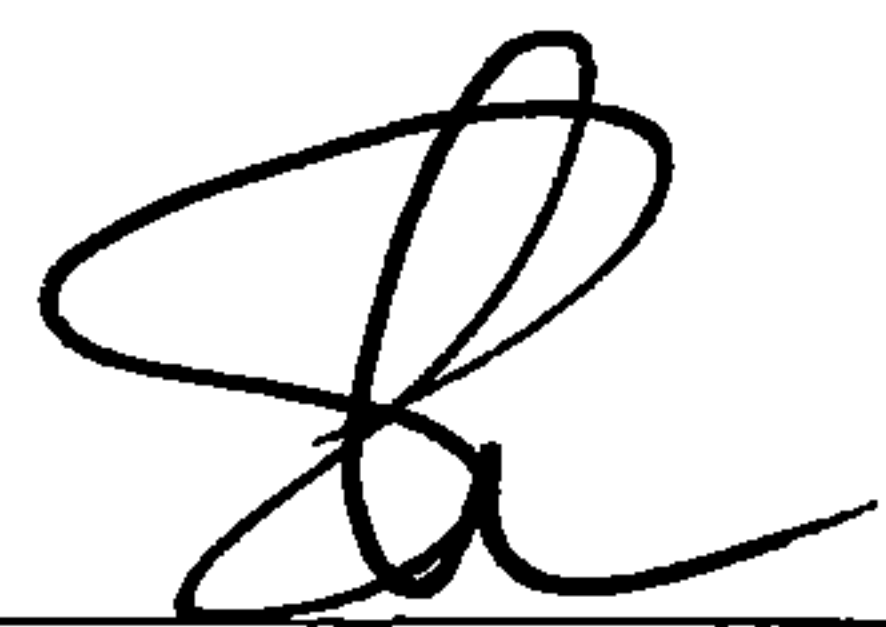
THE STATE OF TEXAS

COUNTY OF BEXAR

§
§
§

Before me, a Notary Public, the foregoing instrument was acknowledged on 7th day of AUGUST, 2025 by Ernest L. Lopez and Minerva Lopez who personally appeared before me, and who is known to me through Photo ID's to be the person(s) who executed it for the purposes and consideration expressed therein, and in the capacity stated.




NOTARY PUBLIC, STATE OF
TEXAS

AFTER RECORDING, RETURN TO:
O.J. BUILDERS LLC
923 MISSION HILLS DRIVE
NEW BRAUNFELS, TX 78130

PREPARED IN THE LAW OFFICE OF
Shaddock & Associates, P. C.
2400 N. Dallas Parkway, Ste. 560
Plano, Texas 75093

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/08/2025 08:00:00 AM
PRISCILLA 2 Pages(s)
202506025221

 Bobbie Koepp