

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 06/21/2019

Permit Number: 108975

Location Description: 1118 VINTAGE WAY
NEW BRAUNFELS, TX 78132

Subdivision: Vintage Oaks at the Vineyard
Unit: 1
Lot: 2R
Block:
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: Southstar at Vintage Oaks, LLC

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

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

Alterations to this permit including, but not limited to:

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

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

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

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

Licensing Authority
Comal County Environmental Health

Michael Lopez
OS8497
ENVIRONMENTAL HEALTH INSPECTOR

Sandra Ann Hernandez, Dist.
ENVIRONMENTAL HEALTH COORDINATOR
OS 0025599

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: STWW OSSF Installer #: 080008048
 1st Inspection Date: 5.17.19 2nd Inspection Date: _____ 3rd Inspection Date: 6/21/19
 Inspector Name: Andrea B. Inspector Name: _____ Inspector Name: Mike T.
 Permit #: 108975 Address: 1118 Vintage Way

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)		✓		6/21/19
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)				

5.17.19

Tank set level, no leaks
can cover. Tank: tight like
check only.

MT-6/21/19
covered & operational

**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)(iii) 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)		/		6/21/19
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	/		750	/		
14	AEROBIC TREATMENT UNIT Size Installed	/		750	/		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	/		Jet	/		
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)(1) 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(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		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)				6/21/19
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						
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No.	Description	Answer	Citations	Notes	1st insp.	2nd insp.	3rd insp.
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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 Environmental Health OSSF Inspection Sheet

Installer Name: STWW OSSF Installer #: 050008048

1st Inspection Date: 5.17.19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: Carolee B. Inspector Name: _____ Inspector Name: _____

Permit#: ~~1000~~ 108975 Address: 1118 Vintage Way

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36	<p>PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction</p> <p>PUMP TANK Sampling Port Provided in the Treated Effluent Line</p> <p>PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required</p> <p>PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump</p>						
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OSSF Inspection Sheet**

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44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



Comal County

OFFICE OF COMAL COUNTY ENGINEER

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

Permit Number: 108975
Issued This Date: 04/16/2019
This permit is hereby given to: Southstar at Vintage Oaks, LLC

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

1118 VINTAGE WAY
NEW BRAUNFELS, TX 78132

Subdivision: Vintage Oaks at the Vineyard
Unit: 1
Lot: 2R
Block:
Acreage:

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.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

items 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.

RECEIVED
APR 08 2019

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
- 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.

Donna Bellquist
Signature of Applicant

8 April 2019
Date

COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

(Missing Items Circled, Application Refused)

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

Date _____ Permit # 108975
Owner Name Southstar@Vintage Oaks LLC Agent Name South Texas Wastewater Trmt.
Mailing Address 1114 Lost Creek Blvd #270 Agent Address PO Box 1284
City, State, Zip Austin TX 78746 City, State, Zip Boerne TX 78006
✓ Phone # _____ Phone # 830 249 8098
✓ Email bonnie@stwastewater.com Email bonnie@stwastewater.com

All correspondence should be sent to: Owner Agent Both Method: Mail Email

Subdivision Name Vintage Oaks @ The Vineyard Unit 1 Lot 2 R Block _____
Acreage/Legal _____
Street Name/Address 1118 Vintage Way City New Braunfels Zip 78132

Type of Development:

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) _____
Number of Bedrooms _____
Indicate Sq Ft of Living Area _____

RECEIVED
APR 08 2019

Commercial or Institutional Facility

COUNTY ENGINEER

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

Type of Facility offices

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants 24

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: \$ 150,000 (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

Are Water Saving Devices Being Utilized Within the Residence? Yes No

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.
- 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]
Signature of Owner

4-3-19
Date

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

Planning Materials & Site Evaluation as Required Completed By Ronald R Graham, South Texas Wastewater Trmt.

System Description aerobic

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

Tank Size(s) (Gallons) 750/750 Absorption/Application Area (Sq Ft) 6675

Gallons Per Day (As Per TCEQ Table III) ~~420~~ 96

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

Is the property located over the Edwards Recharge Zone? Yes No
(If yes, the planning materials must be completed by a Registered Sanitarian (R.S.) or Professional Engineer (P.E.))

Is there an existing TCEQ approved WPAP for the property? Yes No
(If yes, the R.S. or P.E. shall certify that the OSSF design complies with all provisions of the existing WPAP.)

If there is no existing WPAP, does the proposed development activity require a TCEQ approved WPAP? Yes No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Permit to Construct will not be issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)

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

Is there an existing TCEQ approval CZP for the property? Yes No
(If yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)

If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? Yes No
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____

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

[Signature]
Signature of Designer

3/28/19
Date

ALCB



THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

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 (TVWC), 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 TVWC. The TCEQ, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ that the appropriate OSSF was installed.

II

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

Lot 2R Block Subdivision Vintage Oaks at the Vineyard Unit/Phase/Section 1

If not in Subdivision: _____ Acres _____ RECEIVED Survey

The property is owned by (insert owner's full name): Southstar at Vintage Oaks. LLC APR 08 2019

COUNTY ENGINEER

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.

Southstar at Vintage Oaks. LLC Owner Name Amelia Owner/agent Signature ✓

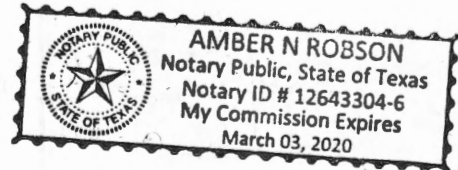
_____ Owner Name _____ Owner Signature

This instrument was acknowledged before me on: 4 Day of April, 2019

Amber N. Robson Notary's Printed Name

[Signature] Notary Public, State of Texas ✓

Commission Expires: March 03, 2020



Affix Notary Stamp Above



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

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COUNTY ENGINEER

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

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
04/08/2019 10:32:30 AM
LAURA 2 Page(s)
201906011500



Bobbie Koepf

**South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006**

RECEIVED

Phone: (830) 249-8098

Date: 2/7/2019

APR 08 2019

bruce@stwastewater.com

**To: Southstar @ Vintage Oaks LLC
Attention: Southstar Community
1114 Lost Creek Blvd #270
Austin, TX 78746**

COUNTY ENGINEER

Contract Period

Start Date:

End Date:

Phone: Subdivision: Vintage Oaks at the Vineyar 1

Site: 1118 Vintage Way, New Braunfels, TX 78132

County: Comal

Installer: Ronald R Graham

Agency: Comal County Environmental

Mfg/Brand: Jet, Inc. /

South Texas Wastewater Treatment

3 visits per year - one every 4 months

Map Key: 421 D2

ID: 7038

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referenced name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter 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 Dates: This agreement commences and ends as noted above. The date of commencement will be the date the "License to Operate" was issued by the permitting authority. The 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 as stated in our PROPOSAL AND CONTRACT FOR SERVICES.

III. Renewal: This Agreement shall automatically renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.

IV Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$85.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.

V. 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 regulations approximately every four months.

B. Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.

C. Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. If the technician receives approval after he leaves the property, a service call charge of \$85.00 to return to the property will be added to the final bill. If warranted items are required to be replaced within 30 days of installation, labor will not be charged; after 30 days, labor will be charged according to the service agreement.

D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.).

E. Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.

F. Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

VI. Disinfection: Not Required. X Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it (See Attached Invoice), Contractor will add 12 tablets of chlorine at routine services (See Section V Sub-section A)

Initial INITIAL

VII. Electronic Monitoring is X is not included in this Agreement.

VIII. 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 email of this agreement and all documentation requested by Contractor.
2. Contractor providing the equipment and installation for this OSSF.
3. Contractor's receipt of payment in full for the equipment and installation.
4. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in section XIV of this Agreement.

B. If this is not an initial agreement (existing system):

1. Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement

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

IX. Customer's Responsibilities: The Customer is responsible for each and all of the following :

A. DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT

THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.

- B. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
 - C. Protect equipment from physical damage including but not limited to that damage caused by insects.
 - D. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
 - E. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
 - F. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
 - G. 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. Sub-section D above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$65.00 per hour plus the associated fees for laboratory testing.
 - H. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
 - I. Prevent the condensate from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
 - J. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
 - K. Maintain site drainage to prevent adverse effects on the OSSF.
 - L. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.
- X. **Access by Contractor:** Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. **IF SPECIAL ARRANGEMENTS ARE REQUESTED (any advance or prior notice or contacting of owner/resident in order to enter property to perform routine service visit, (locked gates, biting dogs, appointment to enter, to call on the way, etc.) or if any part of the system is located behind a locked door (garage, etc.) -THERE IS AN ADDITIONAL CHARGE.** 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 proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$85.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water air or gas lines, etc.), or for the uneven settling of the soil.
- XI. **Limit of Liability:** Contractor shall not be held liable for any incidental, consequential, or special damages, or for economic loss due to expense, or for loss of profits or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.
- XII. **Severability:** If any provision of this "Proposal and Contract" shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this "Agreement" is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XIII. **Fee for Services:** The fee for the basic Services described in this Agreement is _____. This fee does not include any equipment, materials, or labor necessary for non-warranty repairs or for **unscheduled, Customer requested visits to the site which will incur a service call fee of \$85.00, plus parts and labor.**
- XIV. **Payment:** Payment of Fee for Services for the original term as stated above is to be made as follows:

X Included in PROPOSAL AND CONTRACT

Full amount due upon signature (Required of new Customer)
 Payments of \$ _____ due upon receipt of invoice. (Payment terms for renewal of agreement.)

Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a 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). Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.

XV. **Application of Transfer of payment:** The fees paid for this agreement are not refundable, however, the agreement is transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this agreement. See Section IV.

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

R. Bruce Cobale 8 April 2019 OSSF Installer II, Lic OS0004815, and, OSSF Site Evaluator, Lic OS0012360
 Name Date exp 1/31/2021 exp 12/31/2020

Certified Service Provider for: Jet Inc. Member: Texas On-Site Wastewater Association and National On-site Wastewater Recycling
 Acceptance of Agreement: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the Services as specified. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this "Agreement" is accepted in writing AND payment is made as outlined above.

[Signature] 4-3-19
 Customer Date E-Mail

CONTACT PHONE NUMBERS:

#1 _____
 #2 _____

Gate Codes for:

SubDivision _____
 Property _____



South Texas Wastewater Treatment

PO Box 1284
Boerne, TX 78006
830-249-8098

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COUNTY ENGINEER

I, Ronald R. Graham have reviewed the WPAP# 2562.01 for this location and certify that this design meets all of the requirements of the Texas Commission of Environmental Quality OSSF regulations, all provisions of the existing WPAP and the orders of Comal County.

A handwritten signature in blue ink, appearing to read 'R. Graham', written over a horizontal line.

Ronald R. Graham, RS 3741

SOUTH TEXAS WASTEWATER TREATMENT

Authorized JET Distributor - Home and Commercial - Engineering Services
P O Box 1284 Boerne, Texas 78006 * 830-249-8098 or 1-800-86 WASTE

SITE EVALUATION INFORMATION SHEET

Southstar @ Vintage Oaks. LLC
c/o Southstar Communities, LLC
1114 Lost Creek Blvd, #270
Austin TX 78746

Site: 1118 Vintage Way
Lot 2R Unit 1
Vintage Oaks @ The Vineyard
Comal County, Texas

Date Site Evaluation Performed: 06 February 2019

Within 100 year Flood zone No, FIR Map 48091C0245F
Edwards Recharge Zone: Yes, USGS map Index map

Profile Holes: 8-10" medium to light brown silty clay w/significant fractured limestone from surface.

Soil Texture Analysis: Class _____ suitable NO

Soil Structure Analysis: _____ suitable X unsuitable for conventional septic

Structureless _____

Weak _____ Moderate _____ Strong _____

Blocky _____

Platy _____ (unsuitable)

Massive _____ (unsuitable)

Restrictive Horizon: None found: _____ Depth: surface


Rock or Fractured Rock: x

Clay 40% or more x

Ground Water N/A

Brief Description: No identified recharge features noted at time of site evaluation. No identified sensitive features within 150' of proposed system location. No slopes where seeps may occur and no flows w/velocity that would damage the components.

This site evaluated by:
South Texas Wastewater Treatment
Ronald R. Graham, Site Evaluator
Registration Number 19772, State of Texas
PO Box 1284, Boerne, Texas



Ronald R. Graham, SE

3/20/19
Date

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COUNTY ENGINEER

SOUTH TEXAS WASTEWATER TREATMENT

Authorized JET Distributor - Home and Commercial - Engineering Services
P O Box 1284 Boerne, Texas 78006 * 830-249-8098 or 1-800-86-WASTE

REVISED

9:22 am, May 14, 2019

07 February 2019

JET HOME WASTEWATER TREATMENT SYSTEM DESIGN SPRINKLER SYSTEM

Southstar @ Vintage Oaks. LLC
c/o Southstar Communities, LLC
1114 Lost Creek Blvd, #270
Austin TX 78746

Site: 1118 Vintage Way
Lot 2R Unit 1
Vintage Oaks @ The Vineyard
Comal County, Texas

This design includes an attached drawing No. 7038R0 dated 07 FEB 2019, RCC

Design Specifications:

Estimated average daily wastewater flow: 12 office building, 5132 sq ft (96 GPD)
Treatment of 360 GPD

Pump tank/chlorine contact chamber capacity: 750 gallons

Design application rate: 0.064 gal./sq.ft./day

Dosing cycle quantity: ~~96-100 gallons~~ 32-35 gallons

Number of dosing cycles per day: one ~~(1)~~ three

~~Timer to go off between midnight and 5am~~

Type of float switch: mercury float switch

Design pressure head: 25-40 psi at sprinkler head

Total length of supply pipe: ~~68 feet~~ 114ft

Dosing pump capacity: Little Giant WE20G05P4-22 20.0 GPM @
approx. 25-40 psi at sprinkler

NSF Certified Tablet Chlorinator: installed at inlet of pump tank

Maximum slope of the field: 1-2 percent

Means of preventing syphoning: gravity

Diameter of supply pipe: 1 inch

Pressure adjusting valves to be installed: hose bib

Safety Lid installed on Clarifier

Offsets: property lines, wells, easements, water lines, structures, swimming pools, ponds,
etc shall be strictly adhered to as required by latest Texas Commission on
Environmental Quality OSSF Regulations.



20 Mar 19
[Signature]

Pump controls must have NEMA (National Manufacturing Association) approval. A PVC union shall be placed above the pump to allow for easy pump removal.

Calculation of field Size

12 office building - 2 employees per office 5132 sf --allow 96 GPD effluent flow
Assume an application rate of 15.6 square feet per gallon per day.

$$96 \div 0.064 = 1500 \text{ sq ft}$$

We are installing 2 sprinkler heads, one with a radius of 30' and one with a radius of 35', both spraying a full circle. The area as measured by autocad is:

$$A = 6,675 \text{ sq ft}$$

Pipe and fittings

All pipes and fittings in this system shall be schedule 40 PVC. All joints shall be sealed with an approved solvent-type PVC cement. The forced main shall be 1 inch in diameter. A Little Giant WE20G05P4-22 or equivalent high head submersible pump capable of providing at least 20 GPM and providing a 25-40 psi head shall be utilized for pumping effluent.

Site Preparation

The area selected for irrigation shall be cleared of cedar and brush. Some preparation is required. Sprayed area shall be provided with grass or other suitable ground cover.

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Provisions for Emergencies

COUNTY ENGINEER

A warning system shall be added to the pump tank on a separate circuit from the pump circuit to provide warning of a failure of the system. This aerobic system has a 24 month service agreement which includes emergency service.

Flood Prone Areas

The subject lot is not in a flood prone area according to National Flood Insurance Program FIR Map community-panel Number 48091C0245F. No physical drainage feature on property which would require special protective measures. No slope where seeps may occur, no flows w/velocity that would damage components. This lot is located over the Recharge Zone of the Edwards Aquifer . WPAP 2562.01 has been reviewed.

Tank Sizes

The system shall have a JET Model J-750 extended aeration plant with external NSF Certified tablet chlorinator. The pump tank shall have a capacity of 750 gal. This tank will not need tees on inlet. Safety Lid installed on clarifier.

Inspections

In addition to the inspections required by Comal County the system shall be inspected by the design engineer at least twice during construction and an inspection report submitted to Comal County officials including an as-built drawing.

This system designed by:



South Texas Wastewater Treatment
Ronald R. Graham, Registered Sanitarian
Registration Number 3741, State of Texas
PO Box 1284, Boerne, TX

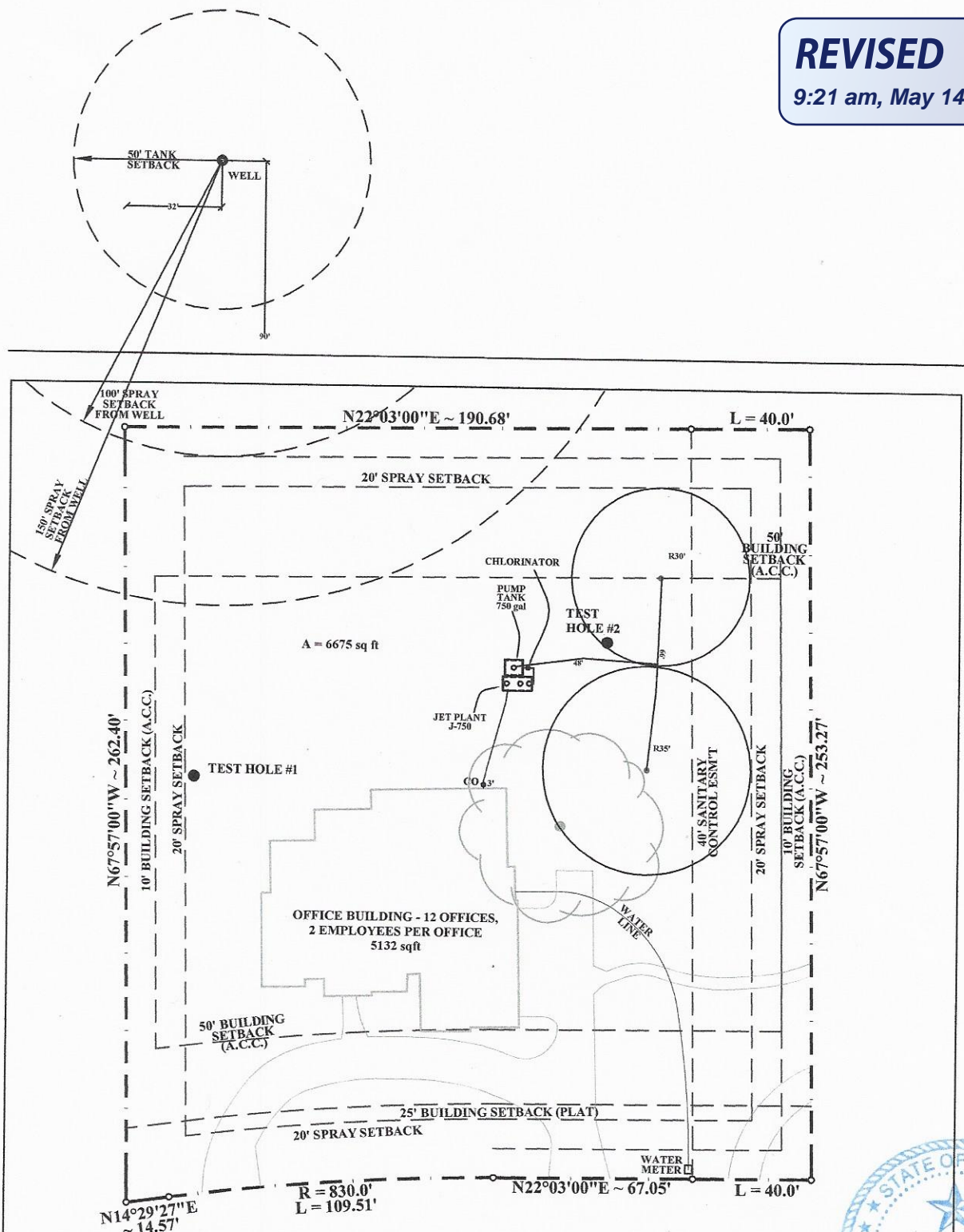
Ronald R. Graham, RS

Date

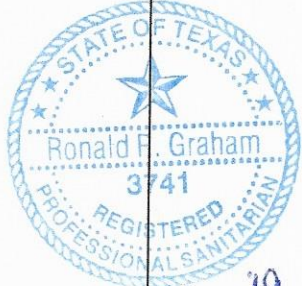
March 20, 2019

Attachments:

Drawing No. 7038R0 dated 07 FEB 2019, RCC

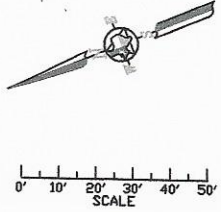


VINTAGE WAY



14 May 19
[Signature]

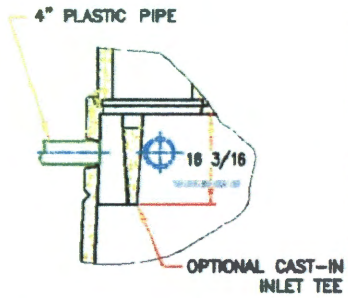
- NOTES:
- THIS DESIGN MEETS ALL OF THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (OSEF REGULATIONS AND THE ORDERS OF COMAL COUNTY AND WILL NOT CAUSE A NUISANCE OR HEALTH HAZARD
 - ALL SPRINKLERS ARE HUNTER PGP-ARV-LA OR K-RAIN PROPLUS
 - ANY CROSSING OF WATER LINE & SPRAY LINE WILL BE SLEEVED 10 ft ON EACH SIDE OF WATER LINE OR A BACK-FLOW PREVENTION DEVICE WILL BE INSTALLED
 - NO PHYSICAL DRAINAGE FEATURE ON PROPERTY WHICH WOULD REQUIRE SPECIAL PROTECTIVE MEASURES
 - SOILS: 8'-10" MEDIUM TO LIGHT BROWN SILTY CLAY WITH SIGNIFICANT FRACTURED LIMESTONE FROM SURFACE



SYSTEM DESIGN FOR
1118 Vintage Way
Lot 2R
Vintage Oaks at the Vineyard I
COMAL COUNTY, TEXAS
BY
RONALD R. GRAHAM R.S. 3741
SOUTH TEXAS WASTEWATER TREATMENT
P.O. BOX 1284 BOERNE, TX 78006
830-245-8099
DRAWING NO.: 7038R1 REVISION: 13 MAY 2019

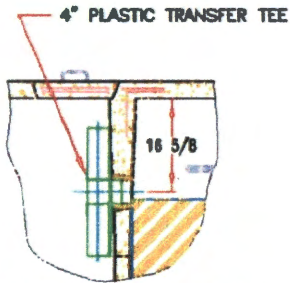
1" = 40'

DETAIL 1



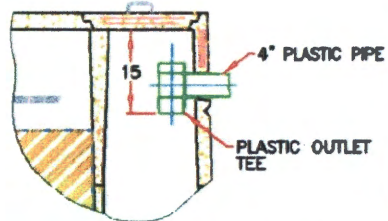
OPTIONAL INLET TEE

DETAIL 2

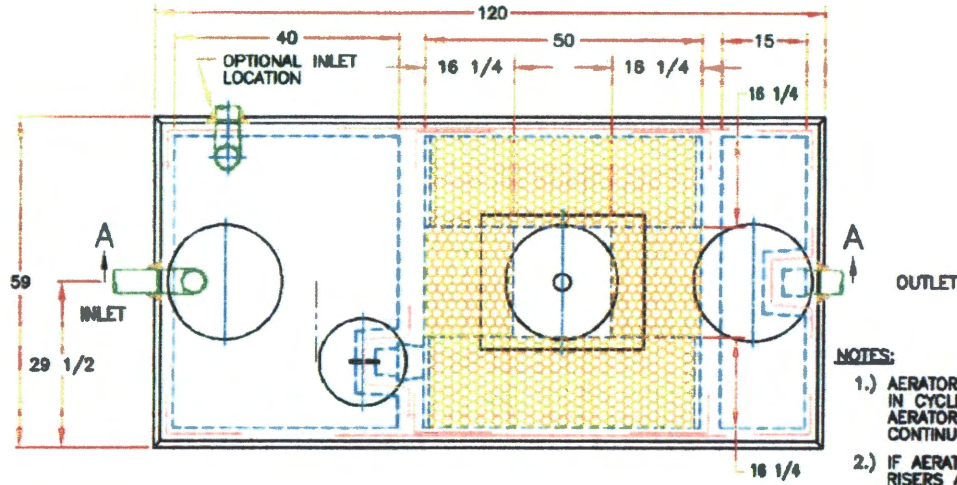


OPTIONAL TRANSFER TEE

DETAIL 3

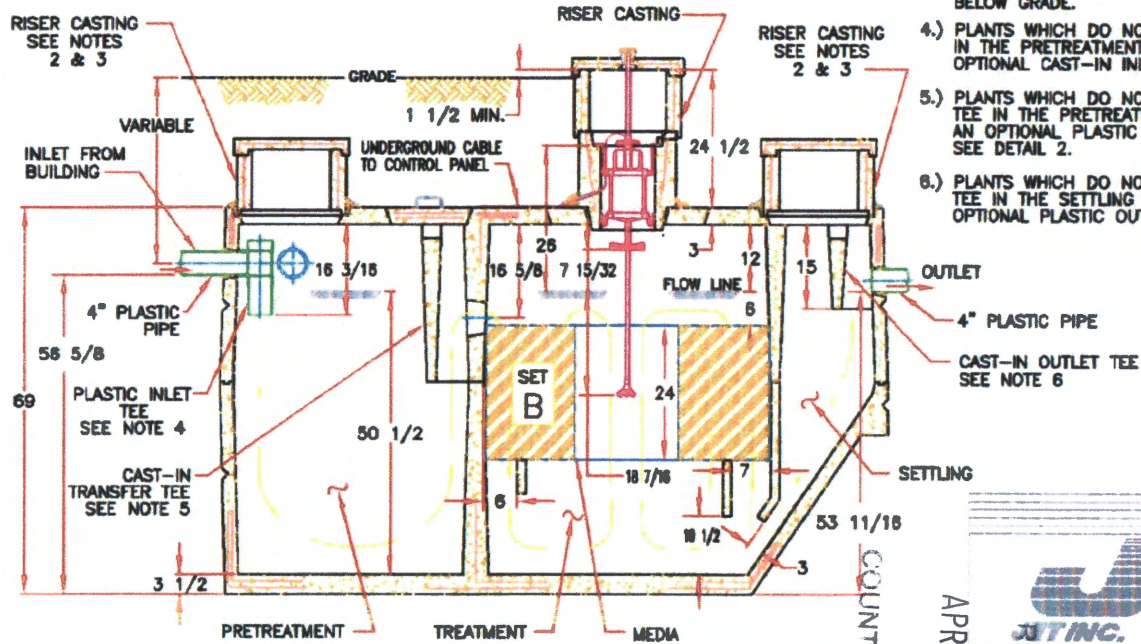


OPTIONAL OUTLET TEE



NOTES:

- 1.) AERATOR MODELS 565LL-S AND 665LL-FP IN CYCLED OR CONTINUOUS OPERATION OR AERATOR MODELS 560-S AND 660-FP IN CONTINUOUS OPERATION MUST BE USED.
- 2.) IF AERATOR MOUNTING CASTING HAS NO RISER, RISERS ARE NOT REQUIRED HERE. REMOVABLE CONCRETE COVERS ARE REQUIRED.
- 3.) IF AERATOR MOUNTING CASTING HAS A RISER(S), COVERED RISERS ARE REQUIRED HERE. RISERS SHOULD BE DEVELOPED TO GRADE OR TO 6"-12" BELOW GRADE.
- 4.) PLANTS WHICH DO NOT USE A PLASTIC INLET TEE IN THE PRETREATMENT COMPARTMENT MAY USE AN OPTIONAL CAST-IN INLET TEE. SEE DETAIL 1.
- 5.) PLANTS WHICH DO NOT HAVE A CAST-IN TRANSFER TEE IN THE PRETREATMENT COMPARTMENT MAY USE AN OPTIONAL PLASTIC TRANSFER TEE. SEE DETAIL 2.
- 6.) PLANTS WHICH DO NOT HAVE A CAST-IN OUTLET TEE IN THE SETTLING COMPARTMENT MAY USE AN OPTIONAL PLASTIC OUTLET TEE. SEE DETAIL 3.



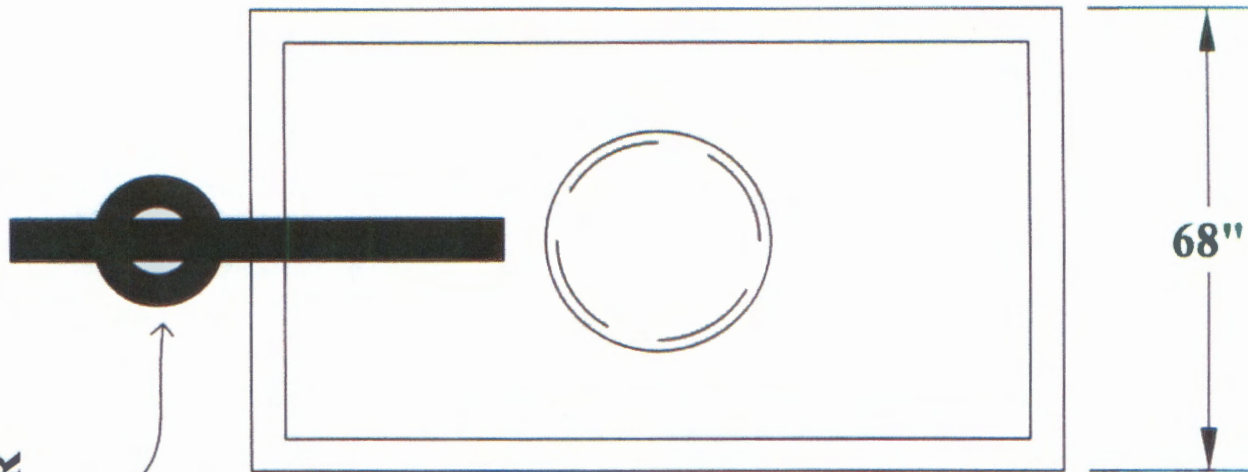
SECTION A-A

COUNTY ENGINEER

APR 08 2009

<p>JET INC. 750 GPD PLANT COMPONENT PARTS & INSTALLATION ©MMI JET INC.</p>	REVISED:	05-18-01
	DRAWN BY:	R. P. T.
	APPROVED BY:	D.S.M.
	DATE:	3-15-04
	SCALE:	NONE
	DRAWING NUMBER:	J-750

FILE REF. No. ART-448



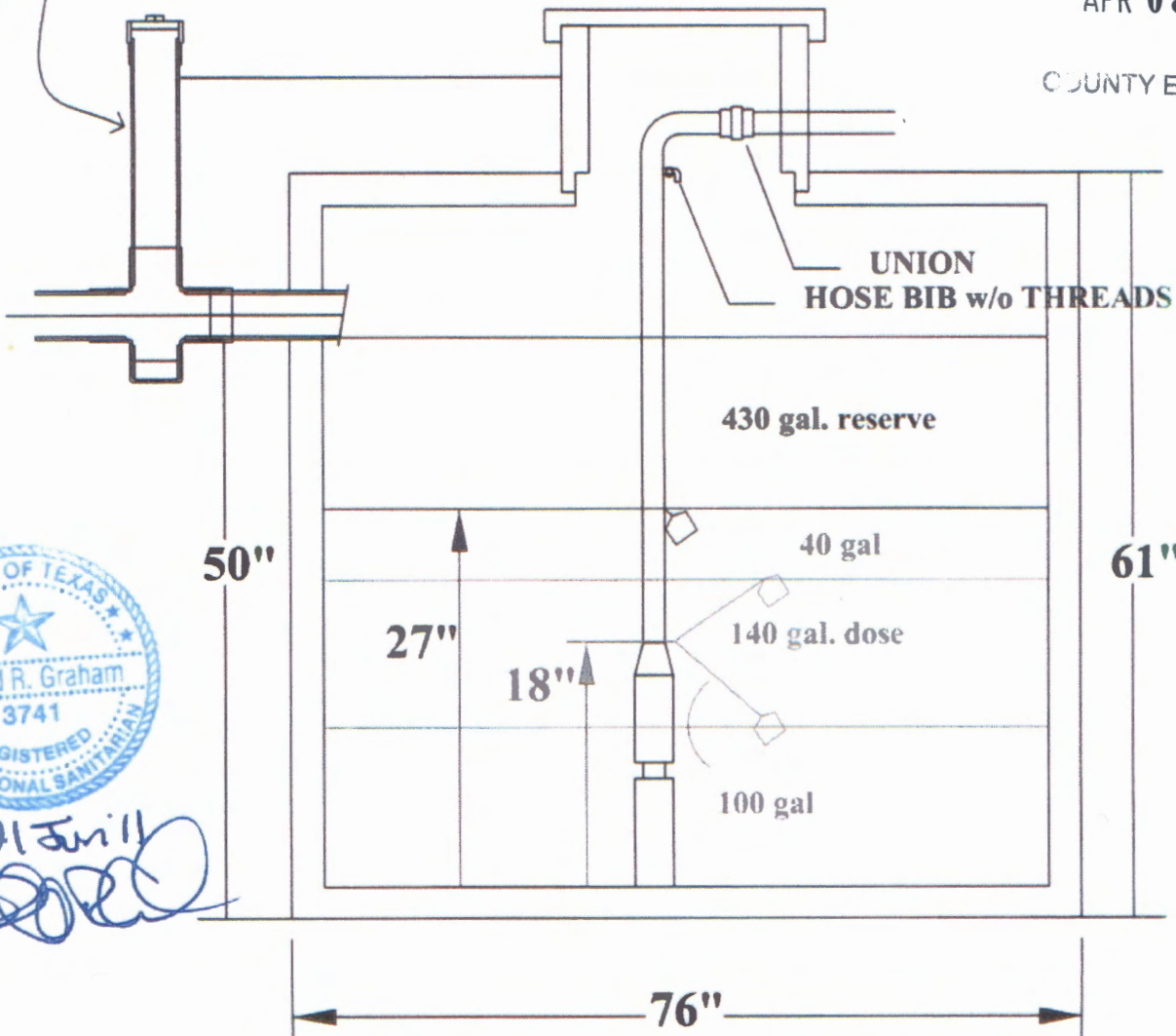
CHLORINATOR

750 gal PRE-CAST CONCRETE TANK

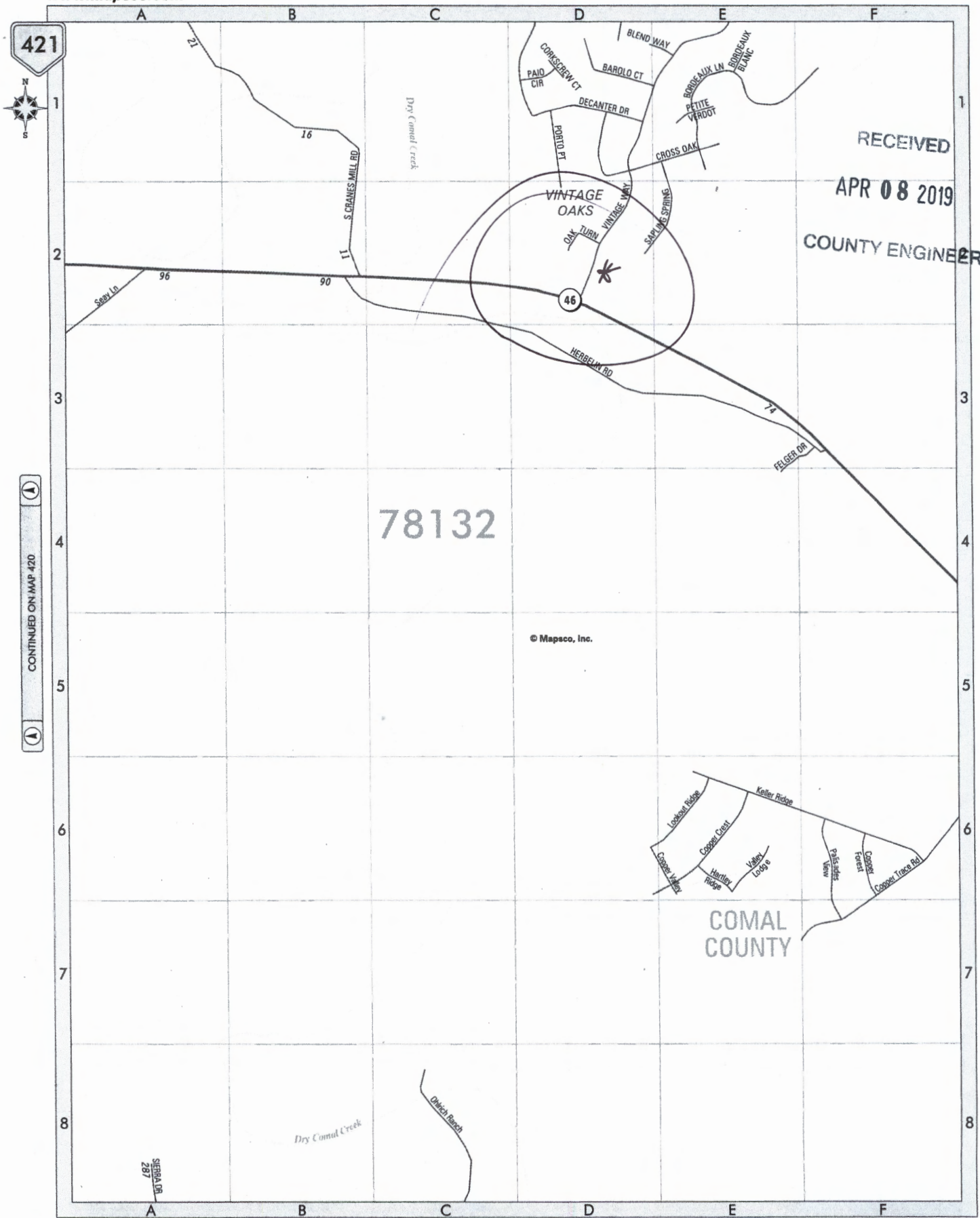
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APR 08 2019

COUNTY ENGINEER



215m11
[Signature]

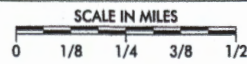


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APR 08 2019
COUNTY ENGINEER

78132

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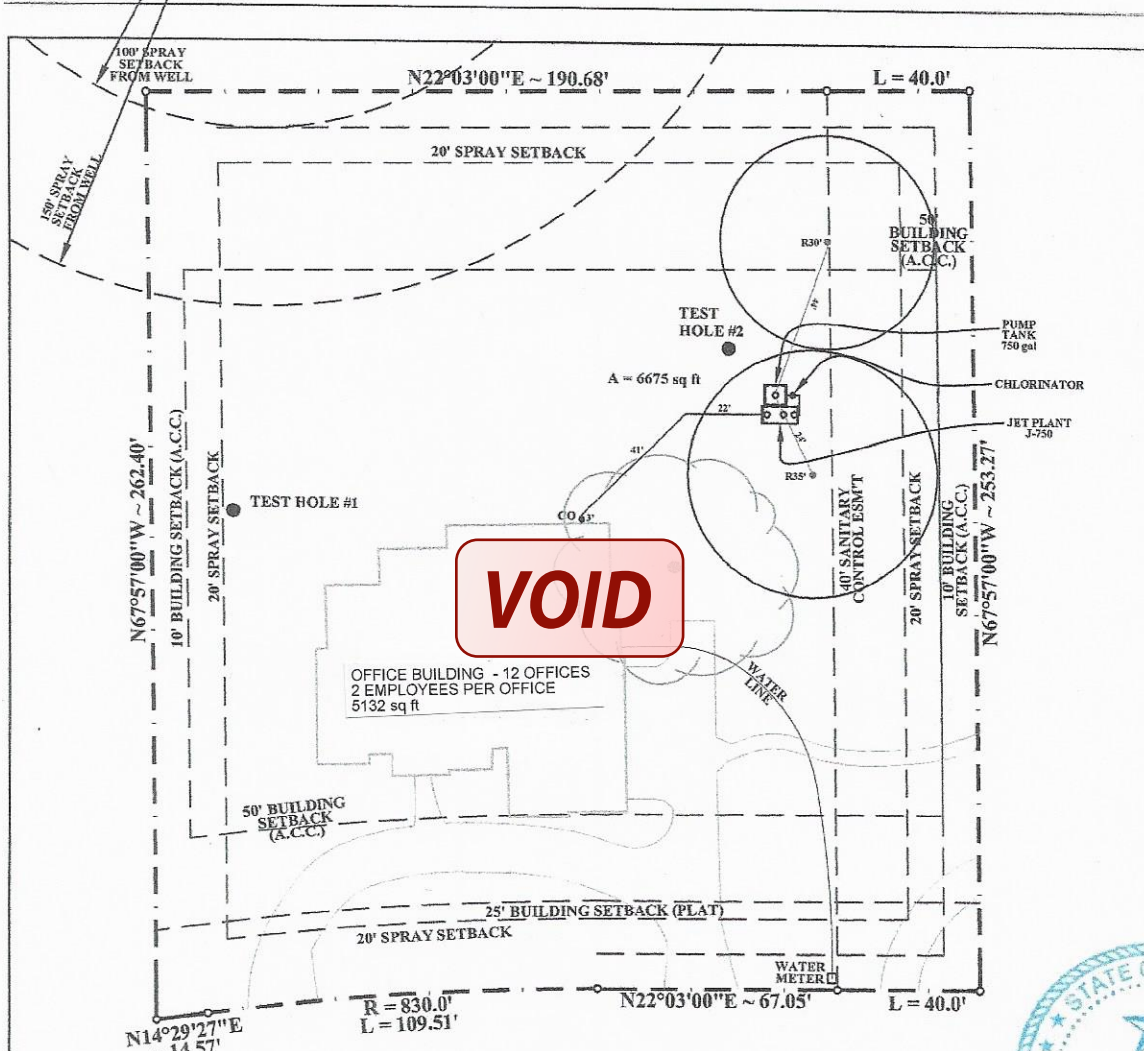
COMAL COUNTY



REVISED

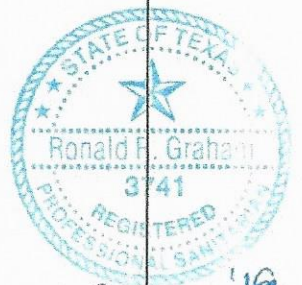
8:37 am, Apr 16, 2019

VOID



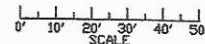
VOID

VINTAGE WAY



Ronald F. Graham
[Signature]

- NOTES:
1. THIS DESIGN MEETS ALL OF THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (CSE) REGULATIONS AND THE ORDERS OF COMAL COUNTY AND WILL NOT CAUSE A NUISANCE OR HEALTH HAZARD
 2. ALL SPRINKLERS ARE HUNTER FGP-ARY-LA OR K-RAIN PROPS-A-S
 3. ANY CROSSING OF WATER LINE & SPRAY LINE WILL BE SLEEVED 18" ON EACH SIDE OF WATER LINE OR A BACK-FLOW PREVENTION DEVICE WILL BE INSTALLED
 4. NO PHYSICAL DRAINAGE FEATURE ON PROPERTY WHICH WOULD REQUIRE SPECIAL PROTECTIVE MEASURES
 5. SOIL: 5'-10" MEDIUM TO LIGHT BROWN SILTY CLAY WITH SIGNIFICANT FRACTURED LIMESTONE FROM SURFACE



SYSTEM DESIGN
FOR
1118 Vintage Way
Lot 2R
Vintage Oaks at the Vineyard I
COMAL COUNTY, TEXAS
BY
RONALD R. GRAHAM R.S. 3741
SOUTH TEXAS WASTEWATER TREATMENT
P.O. BOX 1284 BOERNE, TX 78006
810 240-0098

DRAWING NO.: 703880 DATE: 07 FEB 2019 RCC

1" = 40'

SOUTH TEXAS WASTEWATER TREATMENT

Authorized JET Distributor - Home and Commercial - Engineering Services
P O Box 1288, Georgetown, TX 78626 * 830-249-8098 or 1-800-86-WASTE

VOID

07 February 2019

JET HOME WASTEWATER TREATMENT SYSTEM DESIGN SPRINKLER SYSTEM

Southstar @ Vintage Oaks. LLC
c/o Southstar Communities, LLC
1114 Lost Creek Blvd, #270
Austin TX 78746

Site: 1118 Vintage Way
Lot 2R Unit 1
Vintage Oaks @ The Vineyard
Comal County, Texas

This design includes an attached drawing No. 7038R0 dated 07 FEB 2019, RCC
Design Specifications:

Estimated average daily wastewater flow: 12 office building, 5132 sq ft (96 GPD)

Treatment of 360 GPD

Pump tank/chlorine contact chamber capacity: 750 gallons

Design application rate: 0.064 gal./sq.ft./day

Dosing cycle quantity: 96-100 gallons

Number of dosing cycles per day: one (1)

Timer: to go off between midnight and 5am

Type of float switch: mercury float switch

Design pressure head: 25-40 psi at sprinkler head

Total length of supply pipe: 68 feet

Dosing pump capacity: Little Giant W22003P4-22 20.0 GPM @
approx. 25-40 psi at sprinkler

NSF Certified Tablet Chlorinator: installed at inlet of pump tank

Maximum slope of the field: 1-2 percent

Means of preventing syphoning: gravity

Diameter of supply pipe: 1 inch

Pressure adjusting valves to be installed: hose bib

Safety Lid installed on Clarifier

Offsets: property lines, wells, easements, water lines, structures, swimming pools, ponds,
etc shall be strictly adhered to as required by latest Texas Commission on
Environmental Quality OSSF Regulations.

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APR 08 2019

COUNTY ENGINEER



R. Graham
[Signature]

Pump controls must have NEMA (National Manufacturing Association) approval. A PVC union shall be placed above the pump to allow for easy pump removal.

Calculation of field Size

12 office building - 2 employees per office 5132 sf --allow 96 GPD effluent flow
Assume an application rate of 15.6 square feet per gallon per day.

$$96 \div 0.064 = 1500 \text{ sq ft}$$

We are installing 2 sprinkler heads, one with a radius of 30' and one with a radius of 35', both spraying a full circle. The area as measured by autocad is:

$$A = 6,675 \text{ sq ft}$$

Ritzen, Brenda

From: Ritzen, Brenda
Sent: Tuesday, April 16, 2019 8:45 AM
To: 'bonnie@stwastewater.com'
Subject: RE: Permit 108975
Attachments: Page from 108975.pdf

Bonnie,

The attached  has 420 gpd. Please revise and resubmit.

Thank you,

Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
www.cceo.org

From: bonnie@stwastewater.com <bonnie@stwastewater.com>
Sent: Monday, April 15, 2019 4:46 PM
To: Ritzen, Brenda <rabbjr@co.comal.tx.us>
Subject: RE: Permit 108975

Brenda,
I have attached a drawing to match the application and calculation design.
If you need something else, please let me know.
Thank you,

Bonnie Billquist
South Texas Wastewater Trmt.
830 249 8098

From: Ritzen, Brenda <rabbjr@co.comal.tx.us>
Sent: Monday, April 15, 2019 3:16 PM
To: Bonnie (bonnie@stwastewater.com) <bonnie@stwastewater.com>
Subject: Permit 108975

Re: Southstar @ Vintage Oaks, LLC
Vintage Oaks at the Vineyard Unit 1 Lot 2R
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Bonnie,

The following information is needed before I can continue processing the referenced permit submittal:

1. The permit application and written planning materials do not match the designed system.
2. Revise as needed and resubmit.

Thank you,

Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
www.cceo.org


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Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
www.cceo.org

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

VOID

Planning Materials & Site Evaluation as Required Completed By Ronald R Graham, South Texas Wastewater Trmt.

System Description aerobic

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

Tank Size(s) (Gallons) 750 / 750 Absorption/Application Area (Sq Ft) 6675

Gallons Per Day (As Per TCEQ Table III) 420

(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.))

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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.)

COUNTY ENGINEER

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.)

VOID

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

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

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

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

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

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____

By signing this application, I certify that:

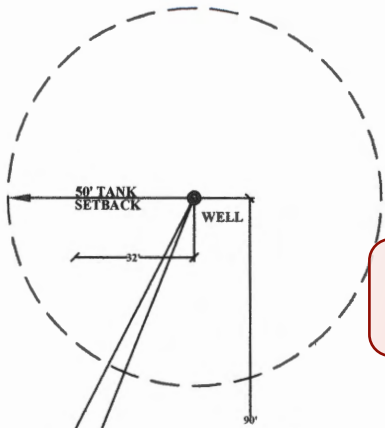
- The information provided above is true and correct to the best of my knowledge.

- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

[Signature]
Signature of Designer

3/28/19
Date

Page 2 of 2

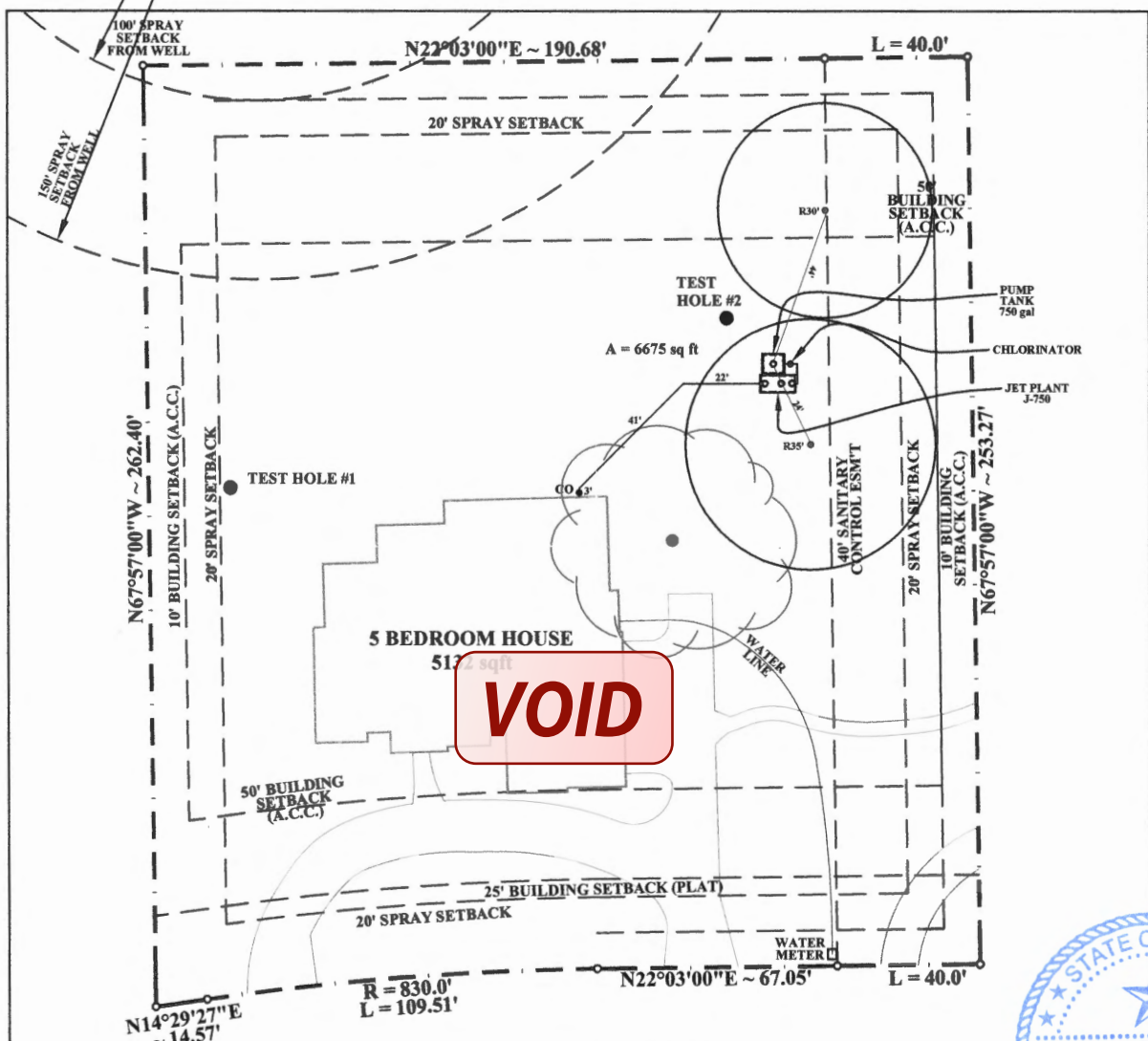


VOID

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COUNTY ENGINEER



VOID

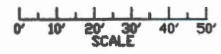
VINTAGE WAY



Ronald P. Graham

NOTES:

1. THIS DESIGN MEETS ALL OF THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (CSEQ) REGULATIONS AND THE ORDERS OF COMAL COUNTY AND WILL NOT CAUSE A NUISANCE OR HEALTH HAZARD
2. ALL SPRINKLERS ARE HUNTER PGP-ARV-LA OR K-RAIN PROPLUS
3. ANY CROSSING OF WATER LINE & SPRAY LINE WILL BE SLEEVED 18 IN ON EACH SIDE OF WATER LINE OR A BACK-FLOW PREVENTION DEVICE WILL BE INSTALLED
4. NO PHYSICAL DRAINAGE FEATURE ON PROPERTY WHICH WOULD REQUIRE SPECIAL PROTECTIVE MEASURES
5. SOIL: 8'-10' MEDIUM TO LIGHT BROWN SILTY CLAY WITH SIGNIFICANT FRACTURED LIMESTONE FROM SURFACE



1" = 40'

SYSTEM DESIGN FOR 1118 Vintage Way Lot 2R Vintage Oaks at the Vineyard 1 COMAL COUNTY, TEXAS BY RONALD R. GRAHAM R.S. 3741 SOUTH TEXAS WASTEWATER TREATMENT P.O. BOX 1284 BOERNE, TX 78006 512-247-8099 DRAWING NO.: 7038R0 DATE: 07 FEB 2019 RCC



20180603:474 08/09/2018 02:49:13 PM 1/9

VACATE AND REPLAT
(PLVR)

**NAME OF
SUBDIVISION:**

**LOTS 2 & 250, VINTAGE OAKS AT THE
VINEYARD U1 AND LOT 36, VINTAGE OAKS
AT THE VINEYARD U15
INTO
LOTS 2R & 250R, VINTAGE OAKS
AT THE VINEYARD U1**

(Reference: 200706000394 & 201706006749)
PLAT MAP IMAGE(S) LOCATED IN PLAT MAP RECORDS

PREPARED IN THE OFFICE OF THE COMAL COUNTY CLERK

BY: Sammy Kowalski
Deputy Clerk

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
08/09/2018 02:49:13 PM
CASHFOUR 9 Page(s)
201806031474



Bobbie Koepf

32/m
↓ 11R28673A

Return to: NDS
Republic Title of Texas, Inc.
2525 Howell Street, 10th Floor
Dallas, TX 75204



201206016338 05/09/2012 11:01:43 AM 1/32

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

THE STATE OF §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF COMAL §

Bluegreen Southwest One, L.P., a Delaware limited partnership ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, paid to Grantor by Grantee, the receipt and sufficiency of which is hereby fully acknowledged and confessed by Grantor, hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to **SouthStar at Vintage Oaks, LLC**, a Texas limited liability company ("Grantee") the real property located in Comal County, Texas more particularly described in Exhibit A attached hereto together with any and all improvements located on such land (such land and improvements being collectively referred to herein as the "Property").

This conveyance is made and accepted subject to the following matters: (i) all easements, reservations, royalties, mineral reservations, leases, restrictions, zoning ordinances and conditions as recorded with the County Clerk of Comal County, Texas, to the extent set forth in Exhibit B attached hereto and applicable to and enforceable against the Property and executed by predecessors in title to Grantor herein and as to matters by, through and under Grantor; (ii) the leases listed in the Bill of Sale, Assignment and Assumption executed by Grantor and Grantee; (iii) all matters that a correct survey of the Property would show; and (iv) the liens securing the following Note that certain promissory note ("Note") of even date herewith in the principal sum of Fourteen Million Five Hundred Thousand and No/100 Dollars (\$14,500,000.00) payable to the order of FP BG FUNDING, LP, a Texas limited partnership ("Lender"), as therein provided and bearing interest at the rates therein specified, the payment of which Note is secured by the vendor's lien herein retained by Grantor ("Vendor's Lien") and is additionally secured by a deed of trust of even date herewith to Scott Norman, as Trustee, for the benefit of Lender, (all matters referred to in this paragraph being hereafter referred to as "Permitted Exceptions").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances pertaining thereto, subject to the Permitted Exceptions and those matters hereafter set forth, unto Grantee and each Grantee's respective successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to warrant and forever defend the Property unto Grantee and each respective Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereto, by, through or under Grantor, but not otherwise subject to the Permitted Exceptions.

8244399:2

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APR 26 2018

South Star
Deed

COUNTY ENGINEER

Ad valorem taxes with respect to the Property are prorated as of this date and by acceptance of this Special Warranty Deed, Grantee assume payment of all ad valorem taxes and special and general assessments of whatever nature applicable to the Property for the year 2012 and subsequent years.

The Vendor's Lien, together with the superior title to the Property, is retained herein for the benefit of Lender at the request of Grantee and the same are hereby conveyed, transferred and assigned to Lender, its successors and assigns. The Vendor's Lien and superior title to the Property are retained until the Note is paid in full according to its terms, at which time this Special Warranty Deed shall become absolute.

This Deed shall be governed by and construed in accordance with the laws of the State of Texas.

[Signatures Appear on the Following Pages]

EXECUTED on the date set forth in the acknowledgment attached hereto to be effective as of the 4 day of May, 2012.

GRANTOR:

**Bluegreen Southwest One, L.P., a
Delaware limited partnership**

By: Bluegreen Southwest Land, Inc.,
as General Partner of Bluegreen Southwest
One, L.P.

By: Michael D. Kammer
Name: Michael D. Kammer
Its: Secretary Authorized Person

Witnesses:

J. M. Johnson
Print Name: Jennifer H. Johnson

Helene Rowman
Print Name: Helene Rowman

STATE OF Florida)
COUNTY OF Palm Beach) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael D. Kammer, as the Secretary Authorized Person of Bluegreen Southwest Land, Inc., as General Partner of **Bluegreen Southwest One, L.P., a Delaware limited partnership**, freely and voluntarily under authority duly vested in him by said entity. He is personally known to me or who has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of May 2012.

My Commission Expires: 12/31/14

Sarah C Edwards
Notary Public
Sarah C Edwards

Typed, printed or stamped name of Notary Public



GRANTEE:

SouthStar at Vintage Oaks, LLC, a Texas limited liability company

By: J. Larry Rutherford

Name: J. Larry Rutherford

Its: Authorized Signatory

Witnesses:

Melinda Northrup
Print Name: Melinda Northrup

[Signature]
Print Name: Luis Espino

STATE OF Texas)

COUNTY OF Dallas) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by J. LARRY RUTHERFORD, the AUTHORIZED SIGNATORY of SouthStar at Vintage Oaks, LLC, a Texas limited liability company, freely on behalf of said company, who is personally known to me or who has produced DRIVERS LICENSE as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 2 day of May 2012.

My Commission Expires:

[Signature]
Notary Public

Typed, printed or stamped name of Notary Public



GRANTEE'S MAILING ADDRESS
Southstar at Vintage Oaks, LLC
c/o SouthStar Communities, LLC
255 Alhambra Circle, Ste 325
Coral Gables, FL 33134

EXHIBIT A TO SPECIAL WARRANTY DEED

RECEIVED

APR 26 2018

COUNTY ENGINEER

TRACT 1 - PARCEL A

Being Lots 1, 2, 3, 4 and 5, 147, 246-250, 251, 253, 254 and 255, Vintage Oaks at the Vineyard, Unit One, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in cc# 200706000394, Map Records, Comal County, Texas.

TRACT 1 - PARCEL B

Being Lots 476, 497, 498, 499, 501, 502, 503, 505, 513, 514, 541, 559, 565, 567, 589 through 605, 608, 611, 614 through 618, 621, 622, 626 through 628, 647, 693, 698, 700 through 702, Vintage Oaks at the Vineyard, Unit Two, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in cc# 200706040713, Map Records, Comal County, Texas.

TRACT 2

Being an 861.774 acre tract of land situated in the Jose Maria Tejerino Survey No.349, Abstract No. 616, the Thomas Stewart Survey No.304, Abstract No. 561, the G.W.T.&P. Railroad Co. Survey No.837, Abstract No. 697, and the Maximo Martinez Survey No.302, Abstract No. 396, in Comal County, Texas and being out of that certain 2127.66 acre tract (Tract 1), and that certain 169.862 acre tract (Tract 4), conveyed to Bluegreen Southwest One, L.P., recorded in Document No. 200606016591, and that certain 66.20 acre tract (Tract 1B), that certain 169.862 acre tract (Tract 3), recorded in Document No. 20060616590, and that certain 169.862 acre tract (Tract 2), recorded in Document No. 200606047146, all of the Official Public Records of Comal County, Texas; said 861.774 acre tract being more particularly described as follows:

BEGINNING, at a found 1/2" iron pin situated on the northeasterly right of way line of State Highway 46 for the south corner of said 66.20 acre tract (Tract 1b), the west corner of that certain 35.2 acre tract recorded in Document No. 9806014289, Official Public Records of Comal County, Texas, for the south corner of this tract;

THENCE, along the northeasterly right of way line of said State Highway 46 and the southwesterly line of said 66.20 acre tract (Tract 1B) and said 169.862 acre tract (Tract 2) the following courses:

N 44 degrees 42' 17" W, a distance of 1,052.19 feet to a TXDot monument found at the beginning of a curve to the left marking a corner of this tract;

Northwesterly, along the arc of said curve to the left having a radius of 4,633.66 feet, a central angle of 18 degrees 22 minutes 47 seconds an arc length of 1,486.42 feet and a chord bearing: N 53 degrees 53 minutes 01 seconds W, 1,480.05 feet to a found TXDot monument marking a corner of this tract;

N 63 degrees 03 minutes 46 seconds W, a distance of 2,361.04 feet to a found 1/2" iron pin marking the southeast corner of Vintage Oaks at the Vineyard, Unit 1, Document No. 200706000394, Official Public Records of Comal County, Texas and the southwest corner of this tract;

THENCE, leaving said right of way, into and across said 169.862 acres (Tract 2) and said 2127.66 acre (Tract 1), along the easterly line of Vintage Oaks at the Vineyard, Unit 1, Document No. 200706000394, Official Public Records, Comal County, Texas, the following courses:

N 50 degrees 46 minutes 27 seconds E, a distance of 507.88 feet to a found 1/2" iron pin marking a corner of this tract;

N 23 degrees 58 minutes 32 seconds E, a distance of 109.29 feet to a found 1/2" iron pin marking a corner of this tract;

N 33 degrees 54 minutes 38 seconds E, a distance of 73.60 feet to a found 1/2" iron pin marking a corner of this tract;

N 28 degrees 03 minutes 02 seconds E, a distance of 296.84 feet to a found 1/2" iron pin marking a corner of this tract;

N 17 degrees 42 minutes 28 seconds E, a distance of 139.80 feet to a found 1/2" iron pin marking a corner of this tract;

N 62 degrees 28 minutes 18 seconds E, a distance of 73.21 feet to a found 1/2" iron pin marking a corner of this tract;

N 28 degrees 06 minutes 51 seconds E, a distance of 60.56 feet to a found 1/2" iron pin marking a corner of this tract;

N 22 degrees 11 minutes 16 seconds W, a distance of 77.01 feet to a found 1/2" iron pin marking a corner of this tract;

N 77 degrees 22 minutes 46 seconds E, a distance of 78.20 feet to a found 1/2" iron pin marking a corner of this tract;

N 28 degrees 06 minutes 51 seconds E, a distance of 621.25 feet to a found 1/2" iron pin marking a corner of this tract;

N 12 degrees 46 minutes 01 seconds E, a distance of 567.60 feet to a found 1/2" iron pin marking a corner of this tract;

N 16 degrees 31 minutes 46 seconds W, a distance of 443.01 feet to a found 1/2" iron pin marking a corner of this tract;

N 73 degrees 27 minutes 04 seconds E, a distance of 853.36 feet to a found 1/2" iron pin marking a corner of this tract;

N 04 degrees 48 minutes 56 seconds E, a distance of 695.97 feet to a found 1/2" iron pin marking a corner of this tract;

S 63 degrees 27 minutes 31 seconds E, a distance of 251.57 feet to a found 1/2" iron pin marking a corner of this tract;

S 83 degrees 16 minutes 31 seconds E, a distance of 212.11 feet to a found 1/2" iron pin marking a corner of this tract;

S 53 degrees 46 minutes 50 seconds E, a distance of 141.71 feet to a found 1/2" iron pin marking a corner of this tract;

S 36 degrees 32 minutes 43 seconds E, a distance of 20.00 feet to a found 1/2" iron pin marking a corner of this tract;

N 53 degrees 27 minutes 17 seconds E, a distance of 1,517.18 feet to a found 1/2" iron pin marking a corner of this tract;

N 42 degrees 09 minutes 22 seconds W, a distance of 20.10 feet to a found 1/2" iron pin marking a corner of this tract;

N 03 degrees 34 minutes 14 seconds W, a distance of 192.33 feet to a found 1/2" iron pin marking a corner of this tract;

N 23 degrees 35 minutes 25 seconds W, a distance of 67.68 feet to a found 1/2" iron pin marking a corner of this tract;

N 13 degrees 47 minutes 07 seconds E, a distance of 60.56 feet to a found 1/2" iron pin marking a corner of this tract;

N 50 degrees 41 minutes 34 seconds W, a distance of 834.80 feet to a found 1/2" iron pin marking a corner of this tract;

N 31 degrees 52 minutes 12 seconds W, a distance of 664.66 feet to a found 1/2" iron pin marking a corner of this tract;

N 50 degrees 35 minutes 14 seconds E, a distance of 154.18 feet to a found 1/2" iron pin marking a corner of this tract;

N 50 degrees 22 minutes 24 seconds W, a distance of 266.71 feet to a found 1/2" iron pin marking a corner of this tract;

N 42 degrees 32 minutes 19 seconds W, a distance of 278.30 feet to a found 1/2" iron pin marking a corner of this tract;

N 54 degrees 05 minutes 40 seconds W, a distance of 218.21 feet to a found 1/2" iron pin marking a corner of this tract;

S 61 degrees 22 minutes 08 seconds W, a distance of 49.53 feet to a found 1/2" iron pin marking a northerly corner of Vintage Oaks at the Vineyard, Unit 1, an easterly corner of Vintage Oaks at the Vineyard, Unit 2 and a westerly corner of this tract;

THENCE, into and across said 2127.66 acre (Tract 1), along the easterly line of Vintage Oaks at the Vineyard, Unit 2, Document No. 200706040713, Official Public Records, Comal County, Texas, the following courses:

N 49 degrees 44 minutes 26 seconds W, a distance of 457.29 feet to a found 1/2" iron pin marking a corner of this tract

N 25 degrees 16 minutes 50 seconds E, a distance of 1,214.14 feet to a found 1/2" iron pin marking a corner of this tract

N 52 degrees 36 minutes 03 seconds E, a distance of 1,400.60 feet to a found 1/2" iron pin situated on the southwesterly line of that certain 771.0 acre tract, Document No. 200706005984, Official Public Records, Comal County, Texas, marking a northeasterly corner of Vintage Oaks at the Vineyard, Unit 2 and north corner of this tract;

THENCE, along the common southwesterly line of said 771.0 acre tract, the easterly line of 2127.66 acre tract (Tract 1) the following courses:

S 37 degrees 21 minutes 12 seconds E, a distance of 1,405.73 feet to a found 6" cedar post marking a corner of this tract;

S 38 degrees 45 minutes 29 seconds E, a distance of 464.61 feet to a found 10" cedar marking a corner of this tract and the southerly corner of said 771.0 acre tract;

THENCE, along the common southeasterly line of said 771.0 acre tract, a northerly line of said 2127.66 acre tract (Tract 1) the following courses:

N 48 degrees 51 minutes 20 seconds E, a distance of 630.43 feet to a found 6" post marking a corner of this tract;

N 51 degrees 58 minutes 15 seconds E, a distance of 231.78 feet to a found 6" post marking a corner of this tract;

N 55 degrees 35 minutes 16 seconds E, a distance of 352.63 feet to a found 6" fence corner marking a northeasterly corner of this tract, the westerly corner of that certain 178.1 acre tract, Document No. 201006043250, Official Public Records, Comal County, Texas;

THENCE, along the common northeasterly line of said 2127.66 acre tract (Tract 1) and said 169.862 acre tract (Tract 4), the southwesterly line of said 178.1 acre tract the following courses:

S 35 degrees 01 minutes 31 seconds E, a distance of 2,350.50 feet to a found 1/2" iron pin marking a corner of this tract;

S 35 degrees 23 minutes 45 seconds E, a distance of 938.58 feet to a found 4" post marking a corner of this tract;

S 36 degrees 09 minutes 01 seconds E, a distance of 263.58 feet to a found 4" post marking a corner of this tract;

S 29 degrees 23 minutes 30 seconds E, a distance of 147.62 feet to a found 4" post marking a corner of this tract;

S 41 degrees 18 minutes 48 seconds E, a distance of 147.52 feet to a found 4" post marking a corner of this tract;

S 37 degrees 30 minutes 49 seconds E, a distance of 441.72 feet to a found 10" corner post situated in a southeasterly line of said 169.862 acre tract (Tract 4), a northwesterly line of that certain 844.3 acre tract, Volume 116, Page 620, Deed Records, Comal County, Texas, marking the easterly corner of this tract;

THENCE, along the common southeasterly line of said 169.862 acre tract (Tract 4), the southeasterly line of said 169.862 acre tract (Tract 3) and northwesterly line of said 844.3 acre tract the following courses:

S 51 degrees 55 minutes 23 seconds W, a distance of 928.65 feet to a found 18" cedar marking a corner of this tract;

S 51 degrees 50 minutes 38 seconds W, a distance of 751.82 feet to a found 10" post marking a corner of this tract;

S 51 degrees 23 minutes 43 seconds W, a distance of 771.55 feet to a point marking a corner of this tract;

S 53 degrees 03 minutes 14 seconds W, a distance of 272.01 feet to a 10" post marking a corner of this tract;

S 51 degrees 41 minutes 23 seconds W, a distance of 1,379.39 feet to a point marking a corner of this tract;

S 51 degrees 43 minutes 59 seconds W, a distance of 1,610.34 feet to a 10" corner post situated in the northeasterly line of said 169.862 acre tract (Tract 2), marking a corner of this tract, a northwesterly corner of said 844.3 acre tract, a southerly corner of said 169.862 acre tract (Tract 3);

THENCE, along the common southwesterly line of said 844.3 acre tract, the northeasterly line of said 169.862 acre tract (Tract 2) and the northeasterly line of said 66.20 acre tract (Tract 1B) the following courses:

S 38 degrees 23 minutes 39 seconds E, a distance of 779.43 feet to a found 16" live oak marking a corner of this tract;

S 37 degrees 21 minutes 48 seconds E, a distance of 776.41 feet to a found 1/2" iron pin marking a corner of this tract;

S 52 degrees 15 minutes 53 seconds W, a distance of 269.98 feet to a found 10" corner post marking a corner of this tract;

S 37 degrees 39 minutes 02 seconds E, a distance of 1,339.42 feet to a found 10" corner post marking a corner of this tract, the northerly corner of that certain 40.0 acre tract, Document No. 200406033883, Official Public Records, Comal County, Texas;

THENCE, S 50 degrees 42 minutes 13 seconds W, along the common southeasterly line of said 66.20 acre tract (Tract 1B), the northwesterly line of said 40.0 acre tract and said 35.2 acre tract, a distance of 1,437.77 feet to the point of beginning, containing an area of 861.774 acres of land more or less.

TRACT 3

Being a 103.637 acre tract of land situated in the Jose Maria Tejerino Survey No.349, Abstract No. 616, the G.W.T.&P. Railroad Co. Survey No.837, Abstract No. 697, and the William Kingston Survey No.303, Abstract 333, Comal County, Texas and being that certain 103.662 acre tract (Tract 1A), conveyed to Bluegreen Southwest One, L.P., recorded in Document No. 200606016590, Official Public Records, Comal County, Texas; said 103.637 acre tract being more particularly described as follows:

BEGINNING, at a found 1/2" iron pin at the intersection of the southerly right of way line of State Highway No. 46 with the northeasterly right of way line of Herbelin Road marking the westerly corner of said 103.662 acre and the westerly corner of this tract;

THENCE, along the common southerly right of way line of said State Highway 46 and the northerly boundary line of said 103.662 acre tract, the following courses:

S 87 degrees 42 minutes 13 seconds E, a distance of 1595.99 feet to a found TXDot monument at the beginning of a curve to the right;

Southeasterly, along the arc of said curve to the right having a radius of 11411.02 feet, a central angle of 07 degrees 05 minutes 56 seconds, an arc length of 1413.80 feet and a chord bearing: S 84 degrees 08 minutes 13 seconds E, 1412.90 feet, to a found TXDot monument;

S 80 degrees 34 minutes 28 seconds E, a distance of 202.06 feet to a found TXDot monument at the beginning of a curve to the right;

Southeasterly, along the arc of said curve to the right having a radius of 3769.72 feet, a central angle of 17 degrees 29 minutes 22 seconds, an arc length of 1150.71 feet and a chord bearing: S 71 degrees 49 minutes 28 seconds E, 1146.25 feet, to a found TXDot monument;

S 63 degrees 03 minutes 40 seconds E, a distance of 2898.82 feet to a found TXDot monument at the beginning of a curve to the right;

Southeasterly, along the arc of said curve to the right having a radius of 4533.61 feet, a central angle of 18 degrees 19 minutes 56 seconds, an arc length of 1450.56 feet and a chord bearing: S 53 degrees 53 minutes 29 seconds E, 1444.38 feet, to a found TXDot monument;

S 44 degrees 42 minutes 53 seconds E, a distance of 296.66 feet to a found 1/2" iron pin at the intersection of the southwesterly right of way line of said State Highway 46 with the northeasterly right of way line of said Herbelin Road marking the southeasterly corner of said 103.662 acre tract and the southeasterly corner of this tract;

THENCE, along the common southwesterly boundary line of said 103.662 acre tract and the northeasterly right of way line of said Herbelin Road, the following courses:

S 17 degrees 56 minutes 04 seconds W, a distance of 6.44 feet to a found 3" pipe post marking a corner of this tract;

S 65 degrees 09 minutes 27 seconds W, a distance of 8.33 feet to a found 3" pipe post marking a corner of this tract;

N 52 degrees 20 minutes 10 seconds W, a distance of 686.74 feet to a found 3" pipe post marking a corner of this tract;

N 72 degrees 30 minutes 23 seconds W, a distance of 31.47 feet to a found 3" pipe post marking a corner of this tract;

N 68 degrees 46 minutes 30 seconds W, a distance of 560.61 feet to a found 3" pipe post marking a corner of this tract;

N 68 degrees 57 minutes 14 seconds W, a distance of 936.15 feet to a found 3" pipe post marking a corner of this tract;

N 86 degrees 07 minutes 23 seconds W, a distance of 162.39 feet to a found 3" pipe post marking a corner of this tract;

N 85 degrees 45 minutes 55 seconds W, a distance of 513.11 feet to a found 3" pipe post marking a corner of this tract;

N 85 degrees 52 minutes 32 seconds W, a distance of 544.05 feet to a found 3" pipe post marking a corner of this tract;

N 70 degrees 30 minutes 45 seconds W, a distance of 340.74 feet to a found 3" pipe post marking a corner of this tract;

N 60 degrees 44 minutes 39 seconds W, a distance of 43.13 feet to a found 3" pipe post marking a corner of this tract;

N 59 degrees 59 minutes 14 seconds W, a distance of 55.18 feet to a found 3" pipe post marking a corner of this tract;

N 60 degrees 26 minutes 51 seconds W, a distance of 65.73 feet to a found 3" pipe post marking a corner of this tract;

N 57 degrees 37 minutes 44 seconds W, a distance of 296.49 feet to a found 3" pipe post marking a corner of this tract;

N 59 degrees 17 minutes 40 seconds W, a distance of 60.89 feet to a found 3" pipe post marking a corner of this tract;

N 59 degrees 33 minutes 55 seconds W, a distance of 367.05 feet to a found 3" pipe post marking a corner of this tract;

N 59 degrees 43 minutes 21 seconds W, a distance of 688.63 feet to a found 3" pipe post marking a corner of this tract;

N 61 degrees 02 minutes 08 seconds W, a distance of 179.07 feet to a found 3" pipe post marking a corner of this tract;

N 74 degrees 21 minutes 51 seconds W, a distance of 367.80 feet to a found 3" pipe post marking a corner of this tract;

N 75 degrees 00 minutes 45 seconds W, a distance of 349.76 feet to a found 3" pipe post marking a corner of this tract;

N 74 degrees 42 minutes 03 seconds W, a distance of 319.56 feet to a found 3" pipe post marking a corner of this tract;

N 83 degrees 16 minutes 22 seconds W, a distance of 102.01 feet to a found 3" pipe post marking a corner of this tract;

N 83 degrees 14 minutes 05 seconds W, a distance of 913.83 feet to a found 3" pipe post marking a corner of this tract;

N 83 degrees 04 minutes 15 seconds W, a distance of 207.31 feet to a found 3" pipe post marking a corner of this tract;

N 83 degrees 07 minutes 47 seconds W, a distance of 408.45 feet to a found 3" pipe post marking a corner of this tract;

N 69 degrees 21 minutes 40 seconds W, a distance of 332.22 feet to a found 3" pipe post marking a corner of this tract;

N 42 degrees 40 minutes 28 seconds W, a distance of 194.83 feet to a found 3" pipe post marking a corner of this tract;

N 38 degrees 24 minutes 05 seconds W, a distance of 249.40 feet to the POINT OF BEGINNING, containing an area of 103.637 acres of land more or less.

TRACT 4

Being a 1,290.687 acre tract of land situated in the Jose Maria Tejerino Survey No.349, Abstract No. 616, the Chas. Stapper Survey No.981, Abstract No. 916, the Franz Heimer Survey No.912, Abstract No. 882, the C.C.S.D.&R.G.N.G.R.R.CO. Survey No.841, Abstract No. 695, the Thomas Stewart Survey No.305, Abstract No. 559, the Spencer Morris Survey No.397, Abstract No. 411 and the C. Bergemann Survey No.631, Abstract No. 60 in Comal County, Texas and being out of a 2127.66 acre tract (Tract 1), a 504.494 acre tract (Tract 2) and a 4.405 acre tract (Tract 3) conveyed to Bluegreen Southwest One, L.P., and recorded in Document No. 200606016591 of the Official Public Records of Comal county; said 1,290.687 acre tract being described below as a 1,322.238 acre tract save and except that certain 25.114 acre tract, Document No. 200906040730, that certain 3.823 acre tract, Document No. 200906040732 and that certain 2.614 acre tract, Document No. 200906040731, Official Public Records, Comal County, Texas:

BEGINNING, at a found 4" post at the intersection of the northeast right of way line of State Highway 46, the easterly line of Cranes Mill Road, for a southwesterly corner of this tract;

THENCE, along the easterly fenced line of Cranes Mill Road, the westerly line of said 2127.66 acre tract the following courses:

N 20 degrees 07 minutes 23 seconds W, a distance of 429.54 feet to a found 4" post marking a corner of this tract;

N 07 degrees 10 minutes 37 seconds W, a distance of 69.59 feet to a found 4" post marking a corner of this tract;

N 06 degrees 23 minutes 44 seconds E, a distance of 1,703.12 feet to a found 1/2" iron pin at a fence corner situated at the southerly corner of that certain 14.00 acre tract, Document No. 200306045224, Official Public Records, Comal County, Texas, marking a corner of this tract;

THENCE, N 51 degrees 15 minutes 51 seconds E, along the common southeasterly line of said 14.00 acre tract, a northwesterly line of said 2,127.66 acre tract (tract 1), a distance of 1,431.84 feet to a found 60d nail marking the easterly corner of said 14.00 acre tract;

THENCE, along the common southwesterly line of said 2,127.66 acre tract (Tract 1), the northeasterly line of said 14.00 acre tract, that certain 18.589 acre tract, Document No. 200606004156, Official Public Records, Comal County, Texas, that certain 36.007 acre tract, Document No. 200506019338, Official Public Records, Comal County, Texas, that certain 10.00 acre tract, Document No. 200706041112, Official Public Records, Comal County, Texas, that certain 20.507 acre tract, Document No. 200406028240, Official Public Records, Comal County, Texas, and that certain 33.62 acre tract, Volume 948, Page 648, Deed Records, Comal County, Texas, the following courses:

N 37 degrees 13 minutes 55 seconds W, a distance of 902.66 feet to a found 10" post marking a corner of this tract;

N 37 degrees 43 minutes 35 seconds W, a distance of 2,279.90 feet to a found 1/2" iron pin marking a corner of this tract;

N 37 degrees 37 minutes 02 seconds W, a distance of 1,146.13 feet to a found 8" cedar post situated at the southeasterly line of said 4.405 acre tract, the northerly corner of said 33.62 acre tract marking a corner of this tract;

THENCE, S 52 degrees 38 minutes 57 seconds W, along the common southeasterly line of said 4.405 acre tract, the northwesterly line of said 33.62 acre tract, a distance of 2,253.48 feet to a found 1/2" iron pin situated in the northeasterly line of Cranes Mill Road, for the southerly corner of said 4.405 acre tract, the westerly corner of said 33.62 acre tract, marking a corner of this tract;

THENCE, N 36 degrees 40' 36" W, along the common southwesterly line of said 4.405 acre tract, the northeasterly line of Cranes Mill Road, a distance of 55.29 feet to a found 1/2" iron pin situated in the northeasterly line of Cranes Mill Road for the westerly corner of said 4.405 acre

tract, the southerly corner of a 261.174 acre tract, Volume 567, Page 468, Deed Records, Comal County, Texas;

THENCE, along the common northwesterly line of said 4.405 acre tract, the southeasterly line of said 261.174 acre tract the following courses:

N 52 degrees 46 minutes 20 seconds E, a distance of 2,229.61 feet to a 4" post marking a corner of this tract;

N 52 degrees 46 minutes 30 seconds E, a distance of 1,512.79 feet to a found 1/2" iron pin situated at a easterly corner of said 261.174 acre tract, a southerly corner of said 504.494 acre tract marking a corner of this tract;

THENCE, along the common northeasterly line of said 261.174 acre tract, the southwesterly line of said 504.494 acre tract and that certain 1.3 acre tract, Volume 567, Page 468, Deed Records, Comal County, Texas, the following courses:

N 37 degrees 11 minutes 59 seconds W, a distance of 192.13 feet to a found 60d nail at a 6" fence post marking a corner of this tract;

N 28 degrees 25 minutes 34 seconds W, a distance of 420.04 feet to a found 8" fence corner post marking a corner of this tract;

N 24 degrees 28 minutes 22 seconds W, a distance of 347.60 feet to a found 4" pipe post marking a corner of this tract;

N 67 degrees 53 minutes 37 seconds W, a distance of 216.44 feet to a found 3" pipe post marking a corner of this tract;

N 38 degrees 39 minutes 56 seconds W, a distance of 422.70 feet to a found 3" pipe post marking a corner of this tract;

N 37 degrees 29 minutes 45 seconds W, a distance of 166.25 feet to a point marking a corner of this tract;

N 37 degrees 43 minutes 16 seconds W, a distance of 150.46 feet to a found 60d nail at a 4" post marking a corner of this tract;

N 35 degrees 50 minutes 05 seconds W, a distance of 639.07 feet to a found 4" post marking a corner of this tract;

N 37 degrees 18 minutes 24 seconds W, a distance of 203.92 feet to a found 1/2" iron pin at a 4" post marking a corner of this tract; N 43 degrees 43 minutes 17 seconds W, a distance of 32.39 feet to a found 1/2" iron pin at a 4" post marking a corner of this tract;

N 40 degrees 02 minutes 22 seconds W, a distance of 88.52 feet to a found 60d nail at a 4" post marking a corner of this tract;

N 37 degrees 35 minutes 54 seconds W, a distance of 323.80 feet to a found 60d nail at a 4" post marking a corner of this tract;

N 38 degrees 41 minutes 59 seconds W, a distance of 199.89 feet to a found 60d nail at a 4" post marking a corner of this tract;

N 37 degrees 11 minutes 39 seconds W, a distance of 99.62 feet to a found 1/2" iron pin at a 4" post marking a corner of this tract;

N 36 degrees 48 minutes 06 seconds W, a distance of 299.73 feet to a found 1/2" iron pin at a 4" post situated in a southeasterly line of Waggener Ranch, Unit 1, Volume 13, Page 300, Map and Plat Records, Comal County, Texas, marking a corner of this tract, a northerly corner of said 261.174 acre tract and a westerly corner of said 504.494 acre tract;

THENCE, along the common southeasterly and northeasterly lines of Waggener Ranch, Unit 1, the southeasterly line of Waggener Ranch, Unit 2, Volume 15, Page 36, Map and Plat Records, Comal County, Texas, and the northwesterly and southwesterly lines of said 504.494 acre tract the following courses:

N 51 degrees 27 minutes 13 seconds E, a distance of 572.27 feet to a found 1/2" iron pin marking a corner of this tract;

N 37 degrees 01 minutes 28 seconds W, a distance of 510.33 feet to a point marking a corner of this tract;

N 01 degrees 32 minutes 32 seconds E, a distance of 10.16 feet to a point marking a corner of this tract;

N 37 degrees 46 minutes 39 seconds W, a distance of 1,563.70 feet to a found cotton spindle marking a corner of this tract;

N 37 degrees 17 minutes 49 seconds W, a distance of 164.99 feet to a found cotton spindle marking a corner of this tract;

N 37 degrees 19 minutes 31 seconds W, a distance of 936.16 feet to a found 1/2" iron pin situated at a westerly corner of said 504.494 acre tract marking a corner of this tract;

N 52 degrees 10 minutes 03 seconds E, a distance of 1,282.38 feet to a found 1/2" iron pin marking a corner of this tract;

N 52 degrees 05 minutes 42 seconds E, a distance of 781.93 feet to a found 1/2" iron pin marking a corner of this tract;

N 51 degrees 51 minutes 33 seconds E, a distance of 171.75 feet to a found 1/2" iron pin marking a corner of this tract;

N 52 degrees 12 minutes 12 seconds E, a distance of 73.55 feet to a found 1/2" iron pin marking a corner of this tract;

N 51 degrees 53 minutes 22 seconds E, a distance of 381.43 feet to a found 1/2" iron pin marking a corner of this tract;

N 52 degrees 02 minutes 47 seconds E, a distance of 479.46 feet to a found 1/2" iron pin situated at the northerly corner of said 504.494 acre tract, a westerly corner of that certain 771.0 acre tract, Document No. 200706005984, Official Public Records, Comal County, Texas, marking a corner of this tract;

THENCE, along the common northeasterly, northwesterly and southeasterly lines of said 504.494 acre tract, the southwesterly and southeasterly lines of said 771.0 acre tract the following courses:

S 23 degrees 56 minutes 49 seconds E, a distance of 1,116.01 feet to a found 60d nail marking a corner of this tract;

S 37 degrees 07 minutes 19 seconds E, a distance of 380.47 feet to a found 60d nail marking a corner of this tract;

S 89 degrees 03 minutes 30 seconds W, a distance of 124.04 feet to a found 60d nail marking a corner of this tract;

S 29 degrees 05 minutes 53 seconds W, a distance of 173.89 feet to a found 60d nail marking a corner of this tract;

S 20 degrees 14 minutes 58 seconds E, a distance of 119.47 feet to a found 60d nail marking a corner of this tract;

S 63 degrees 11 minutes 55 seconds W, a distance of 323.66 feet to a found 60d nail marking a corner of this tract;

S 37 degrees 20 minutes 44 seconds E, a distance of 415.55 feet to a found 60d nail marking a corner of this tract;

S 37 degrees 28 minutes 55 seconds E, a distance of 690.70 feet to a found 4" post marking a corner of this tract;

S 37 degrees 34 minutes 31 seconds E, a distance of 593.29 feet to a found 60d nail marking a corner of this tract;

S 00 degrees 57 minutes 46 seconds W, a distance of 1,457.59 feet to a found 60d nail marking a corner of this tract;

S 36 degrees 02 minutes 24 seconds E, a distance of 221.18 feet to a found 60d nail marking a corner of this tract;

S 83 degrees 43 minutes 19 seconds E, a distance of 232.47 feet to a found 60d nail marking a corner of this tract;

S 70 degrees 18 minutes 57 seconds E, a distance of 112.11 feet to a found 60d nail marking a corner of this tract;

N 20 degrees 28 minutes 22 seconds E, a distance of 815.36 feet to a found 60d nail marking a corner of this tract;

N 60 degrees 37 minutes 26 seconds E, a distance of 464.04 feet to a found 60d nail marking a corner of this tract;

N 57 degrees 32 minutes 33 seconds E, a distance of 170.16 feet to a found 1/2" iron pin marking a corner of this tract;

N 86 degrees 31 minutes 42 seconds E, a distance of 70.07 feet to a found 1/2" iron pin marking a corner of this tract;

N 64 degrees 18 minutes 23 seconds E, a distance of 141.38 feet to a found 60d nail marking a corner of this tract;

N 72 degrees 04 minutes 52 seconds E, a distance of 117.16 feet to a found 1/2" iron pin marking a corner of this tract;

N 87 degrees 43 minutes 05 seconds E, a distance of 129.25 feet to a found 60d nail marking a corner of this tract;

S 52 degrees 20 minutes 07 seconds E, a distance of 209.53 feet to a found 1/2" iron pin marking a corner of this tract;

S 61 degrees 43 minutes 23 seconds E, a distance of 195.57 feet to a found 60d nail marking a corner of this tract;

S 48 degrees 53 minutes 54 seconds E, a distance of 113.21 feet to a found 1/2" iron pin marking a corner of this tract;

S 51 degrees 20 minutes 26 seconds E, a distance of 93.80 feet to a found 60d nail marking a corner of this tract;

S 54 degrees 57 minutes 07 seconds E, a distance of 189.57 feet to a found 60d nail marking a corner of this tract;

S 50 degrees 18 minutes 11 seconds E, a distance of 581.49 feet to a found 60d nail marking a corner of this tract;

S 38 degrees 44 minutes 01 seconds E, a distance of 311.07 feet to a found 6" post marking a corner of this tract;

S 38 degrees 31 minutes 16 seconds E, a distance of 519.14 feet to a found 1/2" iron pin marking a corner of this tract;

N 68 degrees 52 minutes 27 seconds E, a distance of 161.17 feet to a point marking a corner of this tract;

N 66 degrees 36 minutes 30 seconds E, a distance of 621.08 feet to a found 4" post marking a corner of this tract;

N 51 degrees 06 minutes 37 seconds E, a distance of 175.13 feet to a found 4" post marking a corner of this tract;

N 53 degrees 32 minutes 45 seconds E, a distance of 431.38 feet to a found 4" post marking a corner of this tract;

N 52 degrees 24 minutes 01 seconds E, a distance of 279.66 feet to a point marking a corner of this tract;

N 09 degrees 05 minutes 31 seconds E, a distance of 102.66 feet to a found 6" post marking a corner of this tract;

N 39 degrees 48 minutes 07 seconds W, a distance of 204.10 feet to a found 6" post marking a corner of this tract;

N 37 degrees 52 minutes 50 seconds W, a distance of 707.94 feet to a found 6" post marking a corner of this tract;

N 18 degrees 50 minutes 47 seconds W, a distance of 285.07 feet to a 60d nail marking a corner of this tract;

N 58 degrees 44 minutes 00 seconds E, a distance of 33.17 feet to a found 6" post marking a corner of this tract;

N 52 degrees 28 minutes 37 seconds E, a distance of 838.90 feet to a point marking a corner of this tract;

N 52 degrees 07 minutes 27 seconds E, a distance of 1,310.28 feet to a point marking a corner of this tract;

N 52 degrees 44 minutes 21 seconds E, a distance of 234.17 feet to a found 20" cedar marking a corner of this tract;

N 52 degrees 18 minutes 40 seconds E, a distance of 990.72 feet to a point marking a corner of this tract;

N 51 degrees 49 minutes 44 seconds E, a distance of 542.26 feet to a 10" cedar corner post marking a northerly corner of this tract;

S 36 degrees 57 minutes 24 seconds E, a distance of 1,006.69 feet to a point marking a corner of this tract;

S 36 degrees 33 minutes 46 seconds E, a distance of 1,124.92 feet to a found 6" cedar post marking a corner of this tract;

S 37 degrees 08 minutes 08 seconds E, a distance of 371.70 feet to a found 6" cedar post marking a corner of this tract;

S 29 degrees 23 minutes 53 seconds W a distance of 380.94 feet to a found 24" live oak marking a corner of this tract;

S 52 degrees 33 minutes 59 seconds W, a distance of 319.39 feet to a found 26" cedar marking a corner of this tract;

S 53 degrees 02 minutes 27 seconds W, a distance of 748.95 feet to a found 24" cedar marking a corner of this tract;

S 52 degrees 42 minutes 19 seconds W, a distance of 1,154.70 feet to a found 14" cedar marking a corner of this tract;

S 52 degrees 25 minutes 13 seconds W, a distance of 441.96 feet to a found 24" cedar marking a corner of this tract;

S 47 degrees 57 minutes 44 seconds W, a distance of 254.88 feet to a found 12" corner post situated in the northeasterly line of Vintage Oaks at the Vineyard, Unit 2, Document No. 200706040713, Official Public Records, Comal County, Texas, being a westerly corner of said 771.0 acre tract and marking a corner of this tract;

THENCE, along the common southwesterly line of said 771.0 acre tract, the northeasterly, northwesterly and westerly lines of Vintage Oaks at the Vineyard, Unit 2, and the westerly line of Vintage Oaks at the Vineyard, Unit 1, Document No. 200706000394, Official Public Records of Comal County, Texas, the following courses:

N 37 degrees 26 minutes 01 seconds W, a distance of 89.88 feet to a found 1/2" iron pin at the northerly corner of Vintage Oaks at the Vineyard, Unit 1, marking a corner of this tract;

S 46 degrees 36 minutes 36 seconds W, a distance of 271.71 feet to a found 1/2" iron pin marking a corner of this tract;

S 60 degrees 55 minutes 16 seconds W, a distance of 1,518.87 feet to a found 1/2" iron pin marking a corner of this tract;

S 43 degrees 55 minutes 07 seconds W, a distance of 1,819.31 feet to a found 1/2" iron pin marking a corner of this tract;

S 65 degrees 36 minutes 48 seconds W, a distance of 463.00 feet to a found 1/2" iron pin marking a corner of this tract;

S 60 degrees 44 minutes 52 seconds W, a distance of 517.41 feet to a found 1/2" iron pin marking a corner of this tract;

S 88 degrees 37 minutes 59 seconds W, a distance of 341.05 feet to a found 1/2" iron pin marking a corner of this tract;

N 15 degrees 17 minutes 42 seconds W, a distance of 514.26 feet to a found 1/2" iron pin marking a corner of this tract;

S 74 degrees 37 minutes 35 seconds W, a distance of 327.86 feet to a found 1/2" iron pin found at the beginning of a curve to the left marking a corner of this tract;

Southwesterly, along the arc of said curve to the left having a radius of 630.00 feet, a central angle of 54 degrees 30 minutes 18 seconds an arc length of 599.31 feet and a chord bearing: S 47 degrees 22 minutes 26 seconds W, 576.97 feet to a found 1/2" iron pin marking a corner of this tract;

S 20 degrees 07 minutes 17 seconds W, a distance of 165.54 feet to a found 1/2" iron pin found at the beginning of a curve to the left marking a corner of this tract;

Southeasterly, along the arc of said curve to the left having a radius of 330.00 feet, a central angle of 60 degrees 05 minutes 43 seconds an arc length of 346.12 feet and a chord bearing: S 09 degrees 55 minutes 35 seconds E, 330.48 feet to a found 1/2" iron pin marking a corner of this tract;

S 39 degrees 58 minutes 26 seconds E, a distance of 652.45 feet to a found 1/2" iron pin found at the beginning of a curve to the right marking a corner of this tract;

Southeasterly, along the arc of said curve to the right having a radius of 770.00 feet, a central angle of 03 degrees 06 minutes 15 seconds an arc length of 41.72 feet and a chord bearing: S 38

degrees 25 minutes 19 seconds E, 41.71 feet to a found 1/2" iron pin found at the beginning of a curve to the right marking a corner of this tract;

Southerly, along the arc of said curve to the right having a radius of 770.00 feet, a central angle of 29 degrees 41 minutes 18 seconds an arc length of 398.98 feet and a chord bearing: S 22 degrees 01 minutes 32 seconds E, 394.54 feet to a found 1/2" iron pin marking a corner of this tract;

S 07 degrees 10 minutes 53 seconds E, a distance of 556.75 feet to a found 1/2" iron pin marking a corner of this tract;

N 82 degrees 49 minutes 07 seconds E, a distance of 60.00 feet to a found 1/2" iron pin marking a corner of this tract;

S 07 degrees 10 minutes 53 seconds E, a distance of 47.06 feet to a found 1/2" iron pin marking a corner of this tract; N 82 degrees 49 minutes 07 seconds E, a distance of 299.11 feet to a found 1/2" iron pin marking a corner of this tract;

S 07 degrees 17 minutes 52 seconds E, a distance of 438.46 feet to a found 1/2" iron pin marking a corner of this tract;

S 45 degrees 37 minutes 03 seconds E, a distance of 1,034.76 feet to a found 1/2" iron pin marking a corner of this tract;

S 50 degrees 47 minutes 16 seconds E, a distance of 43.88 feet to a found 1/2" iron pin marking a corner of this tract;

S 27 degrees 38 minutes 24 seconds W, a distance of 1,020.37 feet to a found 1/2" iron pin marking a corner of this tract;

S 07 degrees 10 minutes 53 seconds E, a distance of 665.84 feet to a found 1/2" iron pin marking a corner of this tract;

S 17 degrees 04 minutes 11 seconds E, a distance of 264.95 feet to a found 1/2" iron pin marking a corner of this tract;

S 23 degrees 40 minutes 14 seconds E, a distance of 499.27 feet to a found 1/2" iron pin marking a corner of this tract;

S 46 degrees 27 minutes 55 seconds E, a distance of 231.66 feet to a found 1/2" iron pin marking a corner of this tract;

S 25 degrees 37 minutes 25 seconds E, a distance of 248.69 feet to a found 1/2" iron pin marking a corner of this tract;

S 10 degrees 28 minutes 13 seconds E, a distance of 214.48 feet to a found 1/2" iron pin marking a corner of this tract;

S 02 degrees 28 minutes 45 seconds W, a distance of 297.25 feet to a found 1/2" iron pin marking a corner of this tract;

S 32 degrees 28 minutes 02 seconds E, a distance of 104.31 feet to a found 1/2" iron pin marking a corner of this tract;

S 18 degrees 48 minutes 39 seconds E, a distance of 189.85 feet to a found 1/2" iron pin marking a corner of this tract;

S 07 degrees 56 minutes 13 seconds E, a distance of 102.99 feet to a found 1/2" iron pin marking a corner of this tract;

S 08 degrees 45 minutes 00 seconds W, a distance of 24.43 feet to a found 1/2" iron pin marking a corner of this tract;

S 41 degrees 28 minutes 40 seconds W, a distance of 250.43 feet to a found 1/2" iron pin marking a corner of this tract;

S 22 degrees 33 minutes 40 seconds W, a distance of 109.05 feet to a found 1/2" iron pin marking a corner of this tract;

S 43 degrees 57 minutes 50 seconds W, a distance of 269.32 feet to a found 1/2" iron pin marking a corner of this tract;

S 35 degrees 50 minutes 16 seconds W, a distance of 126.42 feet to a found 1/2" iron pin marking a corner of this tract;

S 09 degrees 03 minutes 06 seconds W, a distance of 255.54 feet to a found 1/2" iron pin marking a corner of this tract;

S 84 degrees 27 minutes 15 seconds E, a distance of 356.55 feet to a found 1/2" iron pin marking a corner of this tract;

S 87 degrees 26 minutes 39 seconds E, a distance of 124.42 feet to a found 1/2" iron pin marking a corner of this tract;

S 03 degrees 49 minutes 50 seconds W, a distance of 526.73 feet to a found 1/2" iron pin situated in the curving northeasterly right of way line of State Highway 46 marking a corner of this tract;

THENCE, along the common southwesterly line of said 2,127.66 acre tract, the northeasterly right of way line of State Highway 46, the following courses:

Westerly, along the arc of said curve to the left having a radius of 3,869.72 feet, a central angle of 01 degrees 43 minutes 52 seconds an arc length of 116.92 feet and a chord bearing: N 79 degrees 46 minutes 41 seconds W, 116.91 feet to a found 1/2" iron pin marking a corner of this tract;

N 80 degrees 36 minutes 36 seconds W, a distance of 196.83 feet to a found 1/2" iron pin found at the beginning of a curve to the left marking a corner of this tract;

Westerly, along the arc of said curve to the left having a radius of 11,509.16 feet, a central angle of 07 degrees 05 minutes 58 seconds an arc length of 1,426.08 feet and a chord bearing: N 84 degrees 08 minutes 35 seconds W, 1,425.16 feet to a found 1/2" iron pin marking a corner of this tract;

N 87 degrees 41 minutes 00 seconds W, a distance of 1,355.39 feet to a found 1/2" iron pin found marking a corner of this tract;

N 61 degrees 10 minutes 33 seconds W, a distance of 22.41 feet to POINT OF BEGINNING, containing an area of 1,322.238 acres of land more or less, SAVE AND EXCEPT that certain 25.114 acre tract, Document #200906040730, that certain 3.823 acre tract, Document 200906040732 and that certain 2.614 acre tract, Document #200906040732, Official Public Records, Comal County, Texas.

EXHIBIT B TO SPECIAL WARRANTY DEED

[Permitted Exceptions]

EXHIBIT "B"

PERMITTED EXCEPTIONS

(VINTAGE OAKS, ACREAGE)

1. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
2. Electric and Telephone Easement granted to San Antonio Public Service Company dated 12/9/1940, recorded in Volume 73, Page 101, Deed Records, Comal County, Texas.
3. Electric Easement granted to New Braunfels Utilities dated 7/19/1989, recorded in Volume 687, Page 539, Official Public records, Comal County, Texas.
4. Electric easement granted to New Braunfels Utilities by instrument dated October 26, 1998, recorded under Document No. 9806025937, Official Public Records, Comal County, Texas.
5. Access easement granted to Alan E. Rompel and wife, Linda Rompel in Special Warranty Deed recorded in Volume 318, Page 785, Official Public Records, Comal County, Texas.
6. Access easement granted to Lois Rompel in Special Warranty Deed recorded under Document No. 200106024207 and subsequently conveyed to Alan Rompel, Jr. and Jennifer C. Rompel by Special Warranty Deed recorded in Document No. 200406041315 Official public Records, Comal County, Texas.
7. Oil and Gas Lease dated March 29, 1948, to Empire Gas and Fuel Company recorded in Volume 39, Page 36, Deed Records, Comal County, Texas.
8. Oil and Gas Lease dated March 29, 1948, to Empire Gas and Fuel Company recorded in Volume 39, page 37, Deed Records, Comal County, Texas.
9. Oil and Gas Lease dated April 2, 1948, to Harry Galle recorded in Volume 39, page 144, Deed Records, Comal County, Texas.
10. Oil and Gas and Mineral Lease dated March 10, 19B1(to Jack E. Klinger recorded in Volume 322, Page 57, Deed Records, Carnal County, Texas.

11. Oil and Gas and Mineral Lease dated March 10, 1981, to Jack E. Klinger recorded in Volume 322, Page 244, Deed Records, Comal County, Texas.
12. 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.
13. Rights of tenants as tenants only under unrecorded lease by Bluegreen Southwest One, L.P., as Lessor and Jerry D. Voges, as Lessee.
14. Rights of tenants as tenants only under unrecorded lease by Bluegreen Southwest One, L.P., as Lessor and AT&T, as Lessee.
15. Easement rights, if any, relative to overhead electric lines, power poles, concrete dam, windmills, tower site, retention ponds, storage tanks and water tanks.
16. Fences not located on property lines.
17. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.
18. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
19. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road.
20. Zoning restrictions and prohibitions imposed by governmental authority.
21. Any matter created by Grantee or through Grantee.
22. Terms, provisions and conditions created in Detention Pond and Maintenance Easement recorded in cc#200706033959, Official Records, Comal County, Texas.
23. Matters affecting title to the property as of October 12, 2011, excluding any mortgages created by or through grantor, without reimposing same.

(HAVENWOOD AND VINTAGE OAKS)

1. Restrictive covenants recorded in cc# 200606015745, Map Records, Comal County, Texas.
2. Restrictive covenants recorded in cc# 200606015924, cc# 200806007362, cc# 2006015925, cc# 200606049500 and cc# 201106044283, Official Records, Comal County, Texas.

3. Restrictive covenants recorded in cc# 200606040000, Map Records, Comal County, Texas,
4. Restrictive covenants recorded in cc# 200606015924, cc# 200606015925, cc# 2006060400564, cc# 200606049500, cc# 200806007362 and cc# 201106044283, Official Records, Comal County, Texas.
5. Restrictive covenants recorded in cc# 200606046131, Map Records, Comal County, Texas.
6. Restrictive covenants recorded in cc# 200506026533, cc# 200606015924, cc# 200606015925, cc# 200606046401, cc# 200606049500, cc# 200806007362 and cc# 201106044283, Official Records, Comal County, Texas.
7. Restrictive covenants recorded in cc# 200706047038, Map Records I Comal County, Texas.
8. Restrictive covenants recorded in cc# 200506026533, cc# 200606015924, as supplemented by cc# 200606046401; and cc# 200606049500, Official Public Records, Comal County, Texas. Restrictive covenants recorded in cc# 200706000394, Map Records, Comal County, Texas.
9. Restrictive covenants recorded in cc# 200706000771, as amended in cc# 200706000772, cc# 200706008464, cc# 200706015464, cc# 200706027104, cc# 200806031699 and cc# 2011044284, Official Public Records, Comal County, Texas. Restrictive covenants recorded in cc# 200706040713, Map Records, Comal County, Texas.
10. Restrictive covenants recorded in cc# 200706000771, cc# 200706040721 and cc# 20110044284, Official Records, Comal County, Texas,
11. Terms, provisions, conditions, easements and maintenance charges/assessments created in instruments recorded in cc# 200606015924, cc# 2006015925, cc# 200606049500 and cc# 201106044283, Official Records, Comal County, Texas,
12. All matters including but not limited to 20' public utility, drainage and backslope/embankment easement as shown on plat recorded in cc# 200606015745, Map Records, Comal County, Texas.
13. All matters including but not limited to 10' public utility easement as shown on the plat recorded in 200606015745 Map Records, Comal County, Texas.
14. All matters including but not limited to 50' building setback line along the front and rear property lines as shown on the plat recorded in cc# 200606015745, Map Records, Comal County, Texas.
15. All matters including but not limited to 10' building setback line along the side property line as shown on the plat recorded in cc# 200606015745, Map Records, Comal County, Texas.

16. Any and all matters, easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded under County Clerk's File No. 200606015745 of the map records of Comal County, Texas.
17. Easement granted to New Braunfels Utilities, filed 10/3/2003, recorded in cc# 200306039887, Official Records, Comal County, Texas.
18. Easement for electric line and right of way granted to Lower Colorado River Authority recorded in Volume 338, Page 436, Official Records, Comal County, Texas.
19. Non-Standard Service Agreement, by and between Bluegreen Southwest One, L.P. and Crystal Clear Water Supply Corporation, filed 2/7/2006, recorded in cc# 200606004726, Official Records, Comal County, Texas.
20. Easement granted to Southwestern Bell Telephone, L.P. d/b/a AT&T Texas.
21. Access, Cable, and Equipment Easement, filed 6/27/2006, recorded in cc# 200606026669, Official Records, Comal County, Texas.
22. Terms, provisions, conditions, easement and maintenance Charges/assessments created in instruments recorded in cc# 200606015924, cc# 200606015925, cc# 2006060400564, cc# 200606049500, cc# 200806007362 and cc# 201106044283, Official Records, Comal County, Texas.
23. All matters including but not limited to 20' public utility, drainage and backslope/embankment easement as shown on the plat recorded in cc# 2006060040000, Map Records, Comal County, Texas.
24. All matters including but not limited to 10' public utility easement as shown on the plat recorded in cc# 2006060040000, Map Records, Comal County, Texas.
25. All matters including but not limited to 50' building setback line along the front and rear property lines as shown on the plat recorded in cc# 2006060040000, Map Records, Comal County, Texas.
26. All matters including but not limited to 10' building setback line along the side property line as shown on the plat recorded in cc# 2006060040000, Map Records, Comal County, Texas.
27. Any and all matters, easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded in cc# 200606040000, Map Records, Comal County, Texas.
28. Non-Standard Service Agreement by and between Bluegreen Southwest One, L.P. and Crystal Clear Water Supply Corporation, filed 2/7/2006, recorded in cc# 200606004726, Official Records, Comal County, Texas.
29. Terms, matters, provisions, conditions, easements and maintenance charges/assessments recorded in cc# 200506026533, cc# 200606015924, cc# 200606015925, ceil-

200606046401, cc# 200606049500, cc# 200806007362 and cc# 201106044283, Official Records, Comal County, Texas,

30. All matters including but not limited to 30' drainage easement, on each side of the center line of all gullies, ravines and other natural drainage courses on the herein described property, as shown on the plat recorded in cc# 2006060046131, Map Records, Comal County, Texas.
31. All matters including but not limited to 20' public utility, drainage and backslope/embankment easement as shown on the plat recorded in cc# 2006060046131, Map Records, Comal County, Texas.
32. All matters including but not limited to 10' public utility and drainage easement as shown on the plat recorded in cc# 2006060046131, Map Records, Comal County, Texas.
33. All matters including but not limited to 25' building setback line along the front property line as shown on the plat recorded in cc# 2006060046131, Map Records, Comal County, Texas.
34. Any and all matters, easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded in cc# 200606046131, Map Records, Comal County, Texas.
35. Utility Easement filed 6/1/2007, recorded in cc# 200706023290, Official Records, Comal County, Texas.
36. Non-Standard Service Agreement by and between Bluegreen Southwest One, L.P. and Crystal Clear Water Supply, filed 2/7/2006, recorded in cc# 200606004726, Official Records, Comal County, Texas.
37. Terms, provisions, matters, conditions, easements and maintenance charges/assessments recorded in cc# 200506026533, cc# 200606015924, as supplemented by cc# 200606046401, cc# 200606049500 and cc# 201106044283, Official Public Records, Comal County, Texas.
38. Any and all matters, easements, building lines, and conditions, covenants, and restrictions as set forth in plat recorded in cc# 200706047038, Map Records, Comal County, Texas.
39. All matters including but not limited to 25' building setback line along the front property line as shown on plat recorded in cc# 2006060046131, Map Records, Comal County, Texas.
40. All matters including but not limited to 30' drainage easement centered on all natural runoff channels, creeks or swales as shown on plat recorded in cc# 2006060046131, Map Records, Comal County, Texas.
41. All matters including but not limited to 20' public utility, drainage and backslope/embankment easement as shown on plat recorded in cc# 2006060046131, Map Records, Comal County, Texas

42. .All matters including but not limited to 10' public utility and drainage easement as shown on plat recorded in cc# 2006060046131, Map Records, Comal County, Texas.
43. Right-of-Way Easement recorded in Volume 51, Page 460, Deed Records, Comal County, Texas.
44. Easement granted to Southwestern Bell Telephone recorded in Volume 152, Page 151, Deed Records, Comal County, Texas.
45. Easement granted to Southwestern Bell Buried Cable recorded in Volume 159, Page 19, Deed records, Comal County, Texas.
46. Channel Easement recorded in Volume 161, Page 446, Deed records, Comal County, Texas.
47. Right-of-Nay Easement for ingress/egress recorded in Volume 283, Page 583, Deed Records, Comal County, Texas.
48. Electric distribution system easement recorded in Volume 283 l Page 586, Deed Records, Comal County, Texas.
49. Lower Colorado River Authority electric line easement and right-of-way easement recorded in Volume 338, Page 423, Deed Records, Comal County, Texas.
50. City of New Braunfels electric line right of way agreement and electric line right of way agreement created in instrument recorded in Volume 283, Page 777, Deed Records of Comal County, Texas.
51. City of New Braunfels right of way agreement created in instrument recorded in Volume 31S, Page 584, Deed Records of Comal County, Texas.
52. Electric line easement and right of way granted to Lower Colorado River Authority, recorded in Volume 338, page 436, Deed Records, Comal County, Texas.
53. Declaration of Havenwood at Hunters Crossing, recorded in cc# 200606015924 and cc# 200606015925, Official Public Records, Comal County, Texas.
54. Terms, matters, provisions and conditions created in Deed Recordation Affidavit concerning Edward Aquifer Protection Plan created in instrument recorded in cc# 200606006440, Official Public Records, Comal County, Texas.
55. Restricted Building Area provisions as set forth and shown as shown on plat recorded in cc# 2006060046131, Map Records, Carnal County, Texas.
56. This subdivision lies within Edwards Aquifer Recharge Zone.

57. Electric Line Anchor Right-of-Way Agreement by and between Martin Marietta Materials Southwest Ltd. and New Braunfels Utilities, recorded in cc# 200306039887, Official Public Records, Comal County, Texas.
58. Utility Line Right-of-Way Agreement, by and between Martin Marietta Materials Southwest Ltd. and New Braunfels Utilities, recorded in cc# 200506007058, Official Public Records, Comal County, Texas.
59. Terms, provisions and conditions created in Non-Standard Service.
60. Agreement by and between Bluegreen Southwest One, L.P. and Crystal Clear.
61. Water Supply, filed 2/7/2006, recorded in cc# 200606004726, Official Records, Comal County, Texas.
62. Terms, matters, provisions, conditions, easements and maintenance charges/assessments created in cc# 200706000771 and amended in cc# 200706000772, cc# 200706008464, cc# 200706015464, cc# 200706027104, cc# 200806031699 and cc# 20110044284, Official Public Records, Comal County, Texas.
63. Any and all matters, easements, building lines, and conditions, covenants, and restrictions as shown on plat recorded in cc# 200706000394, Map Records, Comal County, Texas.
64. All matters including but not limited to 25' building setback line along the front property line as shown on plat recorded in cc# 200706000394, Map Records, Comal County, Texas.
65. All matters including but not limited to 20' public utility easement, drainage easement, embankment/backslope easement as shown on the plat recorded in cc# 200706000394, Map Records, Comal County, Texas.
66. All matters including but not limited to 10' public utility and drainage easement as shown on the plat recorded in cc# 200706000394, Map Records, Comal County, Texas.
67. Electric and Telephone Easement granted to San Antonio Public Service Company, dated 12/9/1940, recorded in Volume 73, Page 101, Deed Records, Comal County, Texas.
68. Electric Easement granted to New Braunfels Utilities dated 7/19/1989, recorded in Volume 687, Page 539, Official Public Records, Comal County, Texas.
69. Terms, matters, provisions, conditions, easements and maintenance charges/assessments created in instruments recorded in cc# 200706000771, cc# 200706040721 and cc# 20110044284, Official Public Records, Comal County, Texas.
70. Any and all easements, matters, building lines, and conditions, covenants, and restrictions as shown on plat recorded in cc# 200706040713, Map Records, Comal County, Texas.

71. Electric and Telephone Easement granted to San Antonio Public Service Company dated 12/9/1940, recorded in Volume 73, Page 101, Deed Records, Comal County, Texas.
72. Electric Easement granted to New Braunfels Utilities dated 7/19/1989, recorded in Volume 687, Page 539, Official Public records, Comal County, Texas.
73. All encumbrances, violations, variations, or adverse circumstances affecting Title that would be disclosed by an accurate and complete land survey of the Land, including, without limitation, all visible and apparent easements or uses and all underground easements or uses, the existence of which may arise by unrecorded grant or by use.
74. Rights, if any, of third parties with respect to any portion of the subject property lying within the boundaries of a public or private road.
75. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements.
76. 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.
77. Zoning restrictions and prohibitions imposed by governmental authority.
78. Any matter created by Grantee or through Grantee.
79. Any discrepancies, conflicts, or shortages in area or boundary lines. or any encroachments or protrusions, or any overlapping of improvements.
80. Standby fees, taxes and assessments by any taxing authority for the year 2012, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes of assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.
81. Matters affecting title to the property as of October 12, 2011, excluding any mortgages created by or through grantor, without reimposing same.

Filed and Recorded
Official Public Records
Joy Streater, County Clerk
Comal County, Texas
05/09/2012 11:01:43 AM
LAURA 32 Page(s)
201206016338



Joy Streater

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

bruce@stwastewater.com

To: Southstar @ Vintage Oaks LLC
Attention: Southstar Communitie
1118 Vintage Way
New Braunfels, TX 78132

Printed: 10/23/2019
Site: 1118 Vintage Way
New Braunfels, TX 78132
(512) 844-8612

Permit #: **108975** Customer ID: 7038
Agency: Comal County Environmental Contract Dates: 6/11/2019 - 6/11/2021
County: Comal Sub: Vintage Oaks at the Vineyar 1 Scheduled Date: 10/11/2019 Inspection 1 of 6
Mfg / Brand: Jet, Inc. - J-750- 2 yr Installed: 6/11/2019
Treatment Type: Aerobic Aerator S/N: MAY1900462 Warranty End: 6/11/2020
Disposal: Surface Application

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: **10/21/2019** Time In: 11:10 Out: 11:55

Entered By: Lynn

Method: Grab

Technician: S. Fernandez - MT0000865

Maint. Provider: R. Bruce Cobabe

Sludge Levels

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 1.8

For Tank 3: 0-1"

Added Chlorine Amount: 12

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Serviced

- Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Insp ID #: 485786

Provider: *R. Bruce Cobabe*
R. Bruce Cobabe



License #: MP0000572

Expires: 11/30/2020

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

bruce@stwastewater.com

To: Southstar @ Vintage Oaks LLC
Attention: Southstar Community
1118 Vintage Way
New Braunfels, TX 78132

Printed: 10/23/2019
Site: 1118 Vintage Way
New Braunfels, TX 78132
(512) 844-8612

Permit #: **108975**
Agency: Comal County Environmental
County: Comal Sub: Vintage Oaks at the Vineyar 1
Mfg / Brand: Jet, Inc. - J-750- 2 yr
Treatment Type: Aerobic
Disposal: Surface Application

Customer ID: 7338
Contract Dates: 6/11/2019 - 6/11/2021
Scheduled Date: 10/11/2019 Inspection 1 of 6
Installed: 6/11/2019
Aerator S/N: MAY1900462 Warranty End: 6/11/2020

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"
Entered By: Lynn

Visit Date: **10/21/2019** Time In: 11:10 Out: 11:55

Method: Grab

Technician: S. Fernandez - MT0000865

Maint. Provider: R. Bruce Cobabe

Sludge Levels

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational
Chlorine Supply: Operational
Chlorine Residual: 1.8

For Tank 3: 0-1"

Added Chlorine Amount: 12

Tank Lid / Riser: Secured

Electric Circuits: Operational
Distribution System: Operational
Sprayfield Veg: Operational

Alarm: Operational

Comments
Serviced
- Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Insp ID #: 185786

Provider: R. Bruce Cobabe
R. Bruce Cobabe



License # MP0000572

Expires: 11/30/2020

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

bruce@stwastewater.com

To: Southstar @ Vintage Oaks LLC
Attention: Southstar Communitie
1118 Vintage Way
New Braunfels, TX 78132

Printed: 2/27/2020
Site: 1118 Vintage Way
New Braunfels, TX 78132
(512) 844-8612

Permit #: 108975

Agency: Comal County Environmental
County: Comal
Mfg / Brand: Jet, Inc. - J-750- 2 yr
Treatment Type: Aerobic
Disposal: Surface Application

Sub: Vintage Oaks at the Vineyar 1

Customer ID: 7038

Contract Dates: 6/11/2019 - 6/11/2021

Scheduled Date: 2/11/2020

Inspection 2 of 6

Installed: 6/11/2019

Aerator S/N: MAY1900462

Warranty End: 6/11/2020

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/21/2020

Time In: 10:00

Out: 10:30

Entered By: Lynn

Method: Grab

Technician: Robert Williams-MT0001160

Maint. Provider: R. Bruce Cobabe

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 1.8

Added Chlorine Amount: 12

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Serviced

- Technician Secured the Tank Lid and/or Riser prior to leaving location.

Service Completed

Insp ID #:489885

Provider: R. Bruce Cobabe
R. Bruce Cobabe



License #: MP0000572

Expires: 11/30/2020

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

bruce@stwastewater.com

To: Southstar @ Vintage Oaks LLC
Attention: Southstar Communitie
1118 Vintage Way
New Braunfels, TX 78132

Printed: 7/3/2020
Site: 1118 Vintage Way
New Braunfels, TX 78132
(512) 844-8612

Permit #: 108975

Customer ID: 7038

Agency: Comal County Environmental

Contract Dates: 6/11/2019 - 6/11/2021

County: Comal

Sub: Vintage Oaks at the Vineyar 1

Scheduled Date: 6/11/2020

Inspection 2 of 6

Mfg / Brand: Jet, Inc. - J-750- 2 yr

Installed: 6/11/2019

Treatment Type: Aerobic

Aerator S/N: MAY1900462

Warranty End: 6/11/2020

Disposal: Surface Application

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 6/17/2020

Time In: 9:58

Out: 10:24

Entered By: Shauna Cobabe

Method: Grab

Technician: Todd Caron - MT0001158

Maint. Provider: R. Bruce Cobabe

Aerators: Operational

Sludge Levels

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

Chlorine Residual: 2.0 mg/L

Added Chlorine Amount: 12

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Service Completed

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location.
- BAT's cleaned during the Scheduled Inspection.
- Serviced
- Tech installed aerator vent tube.

Insp ID #: 494252

Provider: R. Bruce Cobabe
R. Bruce Cobabe



License #: MP0000572

Expires: 11/30/2020

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

bruce@stwastewater.com

To: 1118 Vintage Way LLC
Attention: Sally Needham
1118 Vintage Way
New Braunfels, TX 78132

Printed: 11/2/2021
Site: 1118 Vintage Way
New Braunfels, TX 78132
(830) 582-9499

Permit #: **108975** Customer ID: 7038
Agency: Comal County Environmental Contract Dates: 6/11/2021 - 6/11/2023
County: Comal Sub: Vintage Oaks at the Vineyard 1 Scheduled Date: 10/11/2021 Inspection 1 of 6
Mfg / Brand: Jet, Inc. - J-750- 2 yr Installed: 6/11/2019
Treatment Type: Aerobic Aerator S/N: MAY1900462 Warranty End: 6/11/2020
Disposal: Surface Application

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: **9/25/2021**

Time In: 4:32

Out: 4:54

Entered By: _

Method: **Grab**

Copy emailed to Customer
Customer Emailed: 10/26/2021

Technician: Todd Caron - MT0001158

Maint. Provider: R. Bruce Cobabe

Aerators: Operational

Sludge Levels

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

Chlorine Residual: 2.7 mg/L

Added Chlorine Amount: 12

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location.
- Serviced - Copy emailed to the customer on 10/26/2021.

Insp ID #:510740

Provider: *R. Bruce Cobabe*

R. Bruce Cobabe

License Info: MP0000572 Expires: 11/30/2023

License Info: MT0001158 Expires: 4/30/2022

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

Date: 6/23/2021

bruce@stwastewater.com
Permit #: 108975

To: 1118 Vintage Way LLC
Attention: Sally Needham
1118 Vintage Way
New Braunfels, TX 78132

Contract Period
Start Date: 6/11/2021
End Date: 6/11/2023

Phone: (830) 582-9499 Subdivision: Vintage Oaks at the Vineyard 1
Site: 1118 Vintage Way, New Braunfels, TX 78132

County: Comal
Installer: Ronald R Graham
Agency: Comal County Environmental
Mfg/Brand: Jet, Inc. / J-750- 2 yr

Installed: 6/11/2019
Warranty Ends: 6/11/2020

South Texas Wastewater Treatment
3 visits per year - one every 4 months
420 gallons per day
Map Key: 421 D2 ID: 7038

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referred name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter 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 Dates: This agreement commences and ends as noted above.

III. Renewal: This Agreement shall automatically renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.

IV. Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$85.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.

V. 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 regulations approximately every four months.
- B. Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.
- C. Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. If the technician receives approval after he leaves the property, a service call charge of \$85.00 to return to the property will be added to the final bill. If warranted items are required to be replaced within 30 days of installation, labor will not be charged. After 30 days, labor will be charged according to the service agreement.
- D. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.)
- E. Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.
- F. Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

VI. Disinfection: Not Required. Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it (See Attached Invoice), Contractor will add 12 tablets of chlorine at routine services (See Section V Sub-section A).

INITIAL

VII. Electronic Monitoring is not included in this Agreement.

VIII. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions:

A. If this is an initial agreement (new installation):

- 1. Contractor's receipt of a fully executed original copy or email of this agreement and all documentation requested by Contractor.
- 2. Contractor providing the equipment and installation for this OSSF.
- 3. Contractor's receipt of payment in full for the equipment and installation.
- 4. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in section XIV of this Agreement.

B. If this is not an initial agreement (existing system):

- 1. Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
- 2. Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement

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

X. Customer's Responsibilities: The Customer is responsible for each and all of the following :

A. **DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.**

- B. Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
- C. Protect equipment from physical damage including but not limited to that damage caused by insects.
- D. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
- E. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
- F. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
- G. 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. Sub-section D above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$65.00 per hour plus the associated fees for laboratory testing.
- H. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
- I. Prevent the condensate from air conditioning or refrigeration units, or the drains of ice makers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
- J. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- K. Maintain site drainage to prevent adverse effects on the OSSF.
- L. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

X. **Access by Contractor:** Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. **IF SPECIAL ARRANGEMENTS ARE REQUESTED (any advance or prior notice of contractor acting of owner/resident in order to enter property to perform routine service visit, (locked gates, biting dogs, appointment to enter, to call on the way, etc.) or if any part of the system is located behind a locked door (garage, etc.) -THERE IS AN ADDITIONAL CHARGE.** 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 proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$85.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water air or gas lines, etc.), or for the uneven settling of the soil.

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

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

XIII. **Fee for Services:** The fee for the basic Services described in this Agreement is _____. This fee does not include any equipment, materials, or labor necessary for non-warranty repairs or for unscheduled, Customer requested visits to the site which will incur a service call fee of \$85.00, plus parts and labor.

XIV. **Payment:** Payment of Fee for Services for the original term as stated above is to be made as follows:

_____ Included in PROPOSAL AND CONTRACT

_____ Full amount due upon signature (Required of new Customer)

_____ Payments of \$_____ due upon receipt of invoice. (Payment terms for renewal of agreement.)

Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a 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). Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.

XV. **Application of Transfer of payment:** The fees paid for this agreement are not refundable, however, the agreement is transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this agreement. See Section IV.

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

R. Bruce Cobale

R. Bruce Cobale

OSSF Installer, Lic OS0004815, and, OSSF Site Evaluator, Lic OS0012360

Name

Date

exp 1/31/2024

exp 12/31/2023

Certified Service Provider for: Jet Inc.

Member: Texas On-Site Wastewater Association and National On-site Wastewater Recycling

Acceptance of Agreement: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the Services as specified. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this "Agreement" is accepted in writing AND agreement is made as outlined above.

[Signature]

6-24-2021

LAUREA @ Neighborhoodco.com

Customer

Date

E-Mail

CONTACT PHONE NUMBERS:

#1 _____

Gate Codes:

SubDivision _____

#2 _____

Property _____

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

bruce@stwastewater.com

To: 1118 Vintage Way LLC
Attention: Sally Needham
1118 Vintage Way
New Braunfels, TX 78132

Printed: 3/9/2022
Site: 1118 Vintage Way
New Braunfels, TX 78132
(830) 582-9499

Permit #: **108975**

Customer ID: 7038

Agency: Comal County Environmental

Contract Dates: 6/11/2021 - 6/11/2023

County: Comal

Sub: Vintage Oaks at the Vineyard 1

Scheduled Date: 2/11/2022

Inspection 2 of 6

Mfg / Brand: Jet, Inc. - J-750- 2 yr

Installed: 6/11/2019

Treatment Type: Aerobic

Aerator S/N: MAY1900462

Warranty End: 6/11/2020

Disposal: Surface Application

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: **3/1/2022**

Time In: 10:05

Out: 10:29

Entered By: Monica

Method: Grab

Technician: Todd Caron - MT0001158

Maint. Provider: R. Bruce Cobabe

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: 1.0

Added Chlorine Amount: 6

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

Serviced

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Copy emailed to the customer on 3/9/2022.

Insp ID #:514970

Provider: *R. Bruce Cobabe*

R. Bruce Cobabe

License Info: MP0000572 Expires: 11/30/2023

License Info: MT0001158 Expires: 4/30/2022

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

To: 1118 Vintage Way LLC
Attention: Sally Needham
1118 Vintage Way
New Braunfels, TX 78132

Printed: 7/25/2022
Site: 1118 Vintage Way
New Braunfels, TX 78132
(830) 582-9499

Permit #: 108975

Customer ID: 7038

Agency: Comal County Environmental

Contract Dates: 6/11/2021 - 6/11/2023

County: Comal

Sub: Vintage Oaks at the Vineyard 1

Scheduled Date: 6/11/2022

Inspection 3 of 6

Mfg / Brand: Jet, Inc. - J-750- 2 yr

Installed: 6/11/2019

Treatment Type: Aerobic

Aerator S/N: MAY1900462

Warranty End: 6/11/2020

Disposal: Surface Application

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 7/12/2022

Time In: 10:00

Out: 10:25

Entered By: Shauna Cobabe

Method: Grab

Copy emailed to Customer

Customer Emailed: 7/20/2022

Technician: Todd Caron - MT0001158

Maint. Provider: R. Bruce Cobabe

Aerators: Operational

Sludge Levels

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

Chlorine Residual: 1.0 mg/L

Added Chlorine Amount: 12

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location.
- BATs cleaned during the Scheduled inspection
- Serviced - Copy emailed to the customer on 7/20/2022.

Insp ID #:518915

Provider: R. Bruce Cobabe

R. Bruce Cobabe

License Info: MP0000572 Expires: 11/30/2023

License Info: MT0001158 Expires: 4/30/2025

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

To: 1118 Vintage Way LLC
Attention: Sally Needham
1118 Vintage Way
New Braunfels, TX 78132

Printed: 12/13/2022
Site: 1118 Vintage Way
New Braunfels, TX 78132
(830) 582-9499

Permit #: 108975

Customer ID: 7038

Agency: Comal County Environmental

Contract Dates: 6/11/2021 - 6/11/2023

County: Comal

Sub: Vintage Oaks at the Vineyard 1

Scheduled Date: 10/11/2022

Inspection 4 of 6

Mfg / Brand: Jet, Inc. - J-750- 2 yr

Installed: 6/11/2019

Treatment Type: Aerobic

Aerator S/N: MAY1900462

Warranty End: 6/11/2020

Disposal: Surface Application

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 11/28/2022

Time In: 10:58

Out: 11:19

Entered By: Lynn

Method: Grab

Technician: Todd Caron - MT0001158

Maint. Provider: R. Bruce Cobabe

Aerators: Operational

Sludge Levels

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

For Tank 3: 0-1"

Chlorine Supply: Operational

Chlorine Residual: 1.0

Added Chlorine Amount: 12

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

Serviced

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Copy emailed to the customer on 12/13/2022.

Insp ID #:522464

Provider: *R. Bruce Cobabe*

R. Bruce Cobabe

License Info: MP0000572 Expires: 11/30/2023

License Info: MT0001158 Expires: 4/30/2025

**South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006**

Phone: (830) 249-8098

Date: 6/21/2023

**To: 1118 Vintage Way LLC
Attention: Sally Needham
1118 Vintage Way
New Braunfels, TX 78132**

Contract Period

Start Date: 6/11/2023

End Date: 6/11/2025

Permit #: 108975

Phone: (330) 582-9499 Subdivision: Vintage Oaks @ The Vineyard 1
Site: 1118 Vintage Way, New Braunfels, TX 78132

Email: laura@neighborhoodco.com
Warranty Expired: 6/11/2020

County: Comal

Installer: Ronald R Graham

Installed: 6/11/2019

3 visits per year - one every 4 months
420 gallons per day

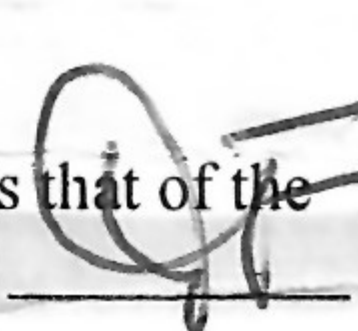
Agency: Comal County Environmental

South Texas Wastewater Treatment

Mfg/Brand: Jet, Inc. / J-750- 2 yr

Map Key: 421 D2

ID: 7038

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referenced name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter 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 Dates: This agreement commences and ends as noted above.
- III. Renewal: This Agreement shall automatically renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$95.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.
- V. Services: Contractor will:
- Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulations approximately every four months.
 - Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.
 - Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. **If the technician receives approval after he leaves the property, a service call charge of \$95.00 to return to the property will be added to the final bill.** If warranted items are required to be replaced within 30 days of installation, labor will not be charged. After 30 days, labor will be charged according to the service agreement.
 - Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.).
 - Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.
 - Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.
- VI. Disinfection: Not Required. Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it (See Attached Invoice), Contractor will add 6 tablets of chlorine at routine services (See Section V Sub-section A) 
- INITIAL**
- VII. Electronic Monitoring is is not included in this Agreement.
- VIII. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions:
- If this is an initial agreement (new installation):
 - Contractor's receipt of a fully executed original copy or email of this agreement and all documentation requested by Contractor.
 - Contractor providing the equipment and installation for this OSSF.
 - Contractor's receipt of payment in full for the equipment and installation.
 - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in section XIV of this Agreement.
 - If this is not an initial agreement (existing system):
 - Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
 - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement
 - If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following :
- DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.**
 - Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals,

vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.

- C. Protect equipment from physical damage including but not limited to that damage caused by insects.
- D. Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
- E. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
- F. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
- G. 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. Sub-section D above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$95.00 per hour plus the associated fees for laboratory testing.
- H. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
- I. Prevent the condensate from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
- J. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- K. Maintain site drainage to prevent adverse effects on the OSSF.
- L. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

X. **Access by Contractor:** Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. **IF SPECIAL ARRANGEMENTS ARE REQUESTED (any advance or prior notice or contacting of owner/resident in order to enter property to perform routine service visit, (locked gates, biting dogs, appointment to enter, to call on the way, etc.) or if any part of the system is located behind a locked door (garage, etc.) -THERE IS AN ADDITIONAL CHARGE.** 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 proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$95.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water air or gas lines, etc.), or for the uneven settling of the soil.

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

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

XIII. **Fee for Services:** The fee for the **basic** Services described in this Agreement is _____. This fee does not include any equipment, materials, or labor necessary for non-warranty repairs **and/or any on-site visit, other than required regularly Scheduled Inspections (see Section V, Item A), and will incur a service call fee of \$95.00, plus parts and labor.**

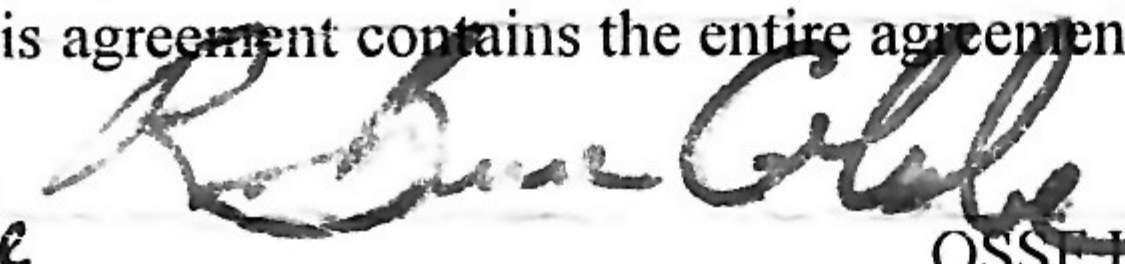
XIV. **Payment:** Payment of Fee for Services for the original term as stated above is to be made as follows:

- Included in PROPOSAL AND CONTRACT
- Full amount due upon signature (Required of new Customer)
- Payments of \$ 720.00 due upon receipt of invoice. (Payment terms for renewal of agreement.)

Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a 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). Any check returned to Contractor for any reason will be assessed a \$30.00 returned check fee.

XV. **Application of Transfer of payment:** The fees paid for this agreement are not refundable, however, the agreement is transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this agreement. See Section IV.

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

R. Bruce Cobabe  OSSF Installer II, Lic OS0004815, and, OSSF Site Evaluator, Lic OS0012360
 Name Date exp 1/31/2024 exp 12/31/2023

Certified Service Provider for: Jet Inc.
Member: Texas On-Site Wastewater Association and National On-site Wastewater Recycling

Acceptance of Agreement: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the Services as specified. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this "Agreement" is accepted in writing AND payment is made as outlined above.

Anna Rao 6-26-23 TATE@NEIGHBORHOODCO.COM
 Customer Date E-Mail

CONTACT PHONE NUMBERS:

#1 (210) 284-3257
 #2 (214) 649-8963

Gate Codes:

SubDivision _____

Property _____

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

To: 1118 Vintage Way LLC
Attention: Sally Needham
1118 Vintage Way
New Braunfels, TX 78132

Printed: 5/12/2023
Site: 1118 Vintage Way
New Braunfels, TX 78132
(830) 582-9499

Permit #: 108975

Customer ID: 7038

Agency: Comal County Environmental

Contract Dates: 6/11/2021 - 6/11/2023

County: Comal

Sub: Vintage Oaks at the Vineyard 1

Scheduled Date: 2/11/2023

Inspection 5 of 6

Mfg / Brand: Jet, Inc. - J-750- 2 yr

Installed: 6/11/2019

Treatment Type: Aerobic

Aerator S/N: MAY1900462

Warranty End: 6/11/2020

Disposal: Surface Application

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 4/17/2023

Time In: 12:53

Out: 1:13

Entered By: Shauna Cobabe

Method: Grab

Copy emailed to Customer

Customer Emailed: 5/11/2023

Technician: Todd Caron - MT0001158

Maint. Provider: R. Bruce Cobabe

Aerators: Operational

Sludge Levels

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

For Tank 3: 0"

Chlorine Supply: Operational

Chlorine Residual: 1.9 mg/L

Added Chlorine Amount: 12

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location.
- Serviced - Copy emailed to the customer on 5/11/2023.

Insp ID #: 526520

Provider: *R. Bruce Cobabe*

R. Bruce Cobabe

License Info: MP0000572 Expires: 11/30/2023

License Info: MT0001158 Expires: 4/30/2025

South Texas Wastewater Treatment
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

To: 1118 Vintage Way LLC
Attention: Sally Needham
1118 Vintage Way
New Braunfels, TX 78132

Printed: 8/24/2023
Site: 1118 Vintage Way
New Braunfels, TX 78132
(830) 582-9499

Permit #: **108975** Customer ID: 7038
Agency: Comal County Environmental Contract Dates: 6/11/2023 - 6/11/2025
County: Comal Sub: Vintage Oaks @ The Vineyard 1 Scheduled Date: 7/11/2023 Inspection 6 of 6
Mfg / Brand: Jet, Inc. - J-750- 2 yr Installed: 6/11/2019
Treatment Type: Aerobic Aerator S/N: MAY1900462 Warranty End: 6/11/2020
Disposal: Surface Application

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: **8/3/2023**

Time In: 11:05

Out: 12:00

Entered By: Lynn

Method: Grab

Technician: Robert Williams-MT0001160

Maint. Provider: R. Bruce Cobabe

Aerators: Operational

Sludge Levels

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

For Tank 3: 0-1"

Chlorine Supply: Operational

Chlorine Residual: 1.6

Added Chlorine Amount: 6

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

Service Completed

Serviced

- BATs cleaned during the Scheduled inspection - Technician Secured the Tank Lid and/or Riser prior to leaving location. Tech noted one of the sprinklers by the drive was not spraying out correctly due to being too low. Got approval to raise sprinkler up, need to return tomorrow. - Copy emailed to the customer on 8/24/2023.

Insp ID #: 529886

Provider: *R. Bruce Cobabe*

R. Bruce Cobabe

License Info: MP0000572 Expires: 11/30/2023

License Info: MT0001160 Expires: 4/30/2025