



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 03/02/2020 Permit Number: 109317

Location Description: 7106 FM 2673
CANYON LAKE, TX 78133

Subdivision: Sunburst Ranch
Unit: 1
Lot: 6R
Block:
Acreage:

Type of System: Aerobic
Drip Irrigation

Issued to: Sunburst Com 2017, 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

OS0034792

ENVIRONMENTAL HEALTH INSPECTOR

ENVIRONMENTAL HEALTH COORDINATOR

OS 0025599

Coral County Environmental Health OSSF Inspection Sheet

Installer Name: Dowlearn OSSF Installer #: _____
 1st Inspection Date: 7/2/19 2nd Inspection Date: 02-07-2020 3rd Inspection Date: 03-02-2020
 Inspector Name: Mike T. Inspector Name: B. Olvera Inspector Name: B. Olvera
 Permit #: 109317 Address: Sunburst Ranch / 7106 F.M. 2673

Item	Code	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	285.31(a) 285.30(I)(A)(i) 285.30(I)(A)(ii) 285.30(I)(A)(iii) 285.30(I)(A)(iv) 285.30(I)(A)(v)	Site OK	7/2/19	9/16/19	
2	285.91(10) 285.30(b)(4) 285.31(d)				
3	285.32(a)(1)				
4	285.32(a)(3)				
5	285.32(a)(5)				
6	285.32(b)(1)(G) 285.32(b)(1)(F)(ii) 285.32(b)(1)(F)(i) 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)(i) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(ii)(iii)	02-07-2020 BMO Zone 1-4 Operational Ready For Cover			
7	285.34(d)				

MT- 7/2/19
 site OK
MT- 9/16/19
 all tanks set, leveled.
 only 2 4" apart.

MT all tanks set, need to move aerobic units apart touching against each other need to move to have 4" between
12-27-2019 BMO
 Schedule 80 Installed under every RV Site and Road Crossing
 All Joints Have Cement Cap
 No operational done

MT- 2/10/20
 operational ✓
 Ready For Cover

**Comal County Environmental Health
OSSF Inspection Sheet**

Question	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)(IV) 285.32(b)(1)(E)(I) 285.32(b)(1)(D) 285.32(b)(1)(C)(H) 285.32(b)(1)(C)(I) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(V)				
9 ALL TANKS installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10 SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11 SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12 SEPTIC TANK Tank Volume installed						
13 PUMP TANK Volume installed						
14 AEROBIC TREATMENT UNIT Size installed	✓		2 - 1500 gal. Aerobic 1 - 1500 gal. EA	9/16/19	2/10/20	
15 AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		2 - 1500 ATUs 1 - 1500 pump tank			
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)(1) 285.33(a)(2)				

**Comal County Environmental Health
OSSF Inspection Sheet**

Item	Section	Code	Notes	2nd Insp.	3rd Insp.	Refuse
19	DISPOSAL SYSTEM Soil Substitution	285.33(d)(4)				
20	DISPOSAL SYSTEM Gravelless Pipe	285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
21	DISPOSAL SYSTEM Mixed	285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
22	DISPOSAL SYSTEM Other (describe) (Approved Design)	285.33(d)(6) 285.33(c)(4)				
23	DRAINFIELD Excavation Drilling					
24	DRAINFIELD Area Inspected					
25	DRAINFIELD Excavation Within 1 inch per 25 feet and within 3 inches over entire excavation	285.33(b)(1)(A)(V)				
26	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Chamber Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media					
27	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place	285.33(b)(1)(E)				
28	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/ Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturer's spec.)	285.33(c)(2)				
29	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches	285.33(d)(1)(C)(i)				
30						
31						

**Comal County Environmental Health
OSSF Inspection Sheet**

Inspection	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes</p> <p>< 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)</p> <p>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</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(h)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
<p>32</p> <p>AEROBIC TREATMENT UNIT Is Secondary restraint Approved for approved materials</p>	✓	285.33(c)(1)			2/20/20	
<p>33</p> <p>AEROBIC TREATMENT UNIT Secondary restraint Port & Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</p> <p>AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank</p> <p>AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions</p>	✓					
<p>34</p> <p>AEROBIC TREATMENT UNIT Check Valve Properly Installed with Check Valve Present in Line</p>	✓					
<p>35</p> <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>						
<p>36</p> <p>PUMP TANK Inspection/Clean Out Port & Risers Provided</p> <p>PUMP TANK Secondary restraint system provided</p> <p>PUMP TANK Riser permanently fastened to lid or cast into tank</p> <p>PUMP TANK Riser cap protected against unauthorized intrusions</p>						
<p>37</p> <p>PUMP TANK Secondary restraint system provided</p>						
<p>38</p> <p>PUMP TANK Electrical Connections In Approved Junction Boxes / Wiring Buried</p>						
<p>39</p>						

**Comal County Environmental Health
OSSF Inspection Sheet**

Final

	Answer	Options	Notes	1st Insp.	2nd Insp.	3rd Insp.
40 APPLICATION: Does Distribution System (water supply mains & service lines) meet Code?		285.33(d)(2)(G)(i)(ii) 285.33(d)(2)(G)(v) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(ii)(i)				03-02-20
41 APPLICATION: Does Low Angle Pressure Head / Pressure is as required? APPLICATION: Does Acceptable Pipe Installation 20 ft of service line? APPLICATION: Does The Landscape Plan is as Designed?		285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
42 APPLICATION: Does Pipe Installed?						
43 PUMP TANK Meets Minimum Reserve Capacity Requirements						
44 PUMP TANK Material Type & Manufacturer						
45 PUMP TANK Type/Size of Pump Installed						

Ritzen, Brenda

From: doug dowlearn <txseptic@gmail.com>
Sent: Friday, December 27, 2019 9:21 AM
To: Ritzen, Brenda
Subject: Re: 7106 FM 2673 - 109317

This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

Equivalent protection in the traffic areas is being provided by sleeving and concreting the joints. I recently inspected the site and the existing system is functioning without ponding or runoff. We should be able to finish soon and I would prefer to continue w the current permit to construct.

Sent from my iPhone
Doug Dowlearn
210-240-2101

On Dec 17, 2019, at 8:44 AM, Ritzen, Brenda <rabbjr@co.comal.tx.us> wrote:

Sandra,

During our last inspection it was noted that the sewer lines within the traffic areas for the RV sites and driveways will need equivalent protection provided. Also, the installation of the new system is interfering with the spray application area of the existing system. In order to continue using the existing system it may be necessary to split the installation of the two systems into two separate permits.

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: doug dowlearn <txseptic@gmail.com>
Sent: Monday, December 16, 2019 3:37 PM
To: Ritzen, Brenda <rabbjr@co.comal.tx.us>
Cc: Cody Rathmell <codyrathmell@gmail.com>
Subject: 7106 FM 2673 - 109317

Ritzen, Brenda

From: Ritzen, Brenda
Sent: Tuesday, December 17, 2019 8:44 AM
To: 'doug dowlearn'
Cc: Cody Rathmell
Subject: RE: 7106 FM 2673 - 109317

Sandra,

✓ During our last inspection it was noted that the sewer lines within the traffic areas for the RV sites and driveways will need equivalent protection provided. Also, the installation of the new system is interfering with the spray application area of the existing system. In order to continue using the existing system it may be necessary to split the installation of the two systems into two separate permits.

Thank you,

Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
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From: doug dowlearn <txseptic@gmail.com>
Sent: Monday, December 16, 2019 3:37 PM
To: Ritzen, Brenda <rabbjr@co.comal.tx.us>
Cc: Cody Rathmell <codyrathmell@gmail.com>
Subject: 7106 FM 2673 - 109317

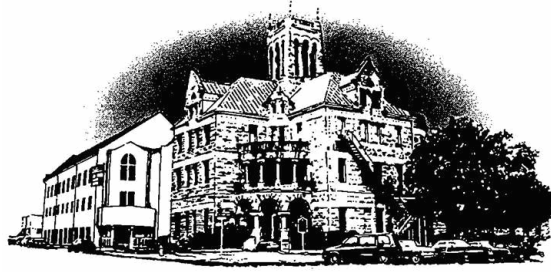
**This email originated from outside of the organization.
Do not click links or open attachments unless you recognize the sender and know the content is safe.**

- Comal IT

Brenda,

Please find attached revised documents Doug asked Cody to complete revising the return line from 1.25" to 1".

Sandra Ginder
Office Manager
D.A.D. Services, Inc.



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: 109317
Issued This Date: 07/10/2019
This permit is hereby given to: Sunburst Com 2017, LLC

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

7106 FM 2673
CANYON LAKE, TX 78133

Subdivision: Sunburst Ranch
Unit: 1
Lot: 6R
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Drip Irrigation

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

Call (830) 608-2090 to schedule inspections.

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Dowlearn OSSF Installer #: _____
 1st Inspection Date: 7/2/19 2nd Inspection Date: 02-07-2020 3rd Inspection Date: _____
 Inspector Name: Mike T. Inspector Name: B. Olvera Inspector Name: _____
 Permit#: 109317 Address: Sunburst Ranch / 7106 F.M. 2673

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)	Site OK	7/2/19	9/16/19	
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)	02-07-2020 BMO Zone 1-4 Operational Ready For Cover			
7	PRETREATMENT Grease Interceptors if required for commercial		285.34(d)				

MT- 7/2/19
Site OK

MT all tanks set, need to move aerobic units apart touching against each other need to move to have 4" between

MT- 9/16/19
all tanks set, leveled.
only @ 4" apart.

12-27-2019 BMO

Schedule 80 Installed under every RV Site and Road Crossing
All Joints Have Cement Cap
No operataional done

**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)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	✓		2- 1500 gal. Transfer 1- 1500 gal. EA	9/16/19		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		2- 1500 ATUs 1- 1500 pump tank			
16	DISPOSAL SYSTEM Absorptive		285.33(a)(1) 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)(1) 285.33(a)(2)				

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(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	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0%</p> <p>EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom)</p> <p>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</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
33	<p>AEROBIC TREATMENT UNIT is Aerobic Unit Installed According to Approved Guidelines.</p>		285.32(c)(1)				
34	<p>AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</p> <p>AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank</p> <p>AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions</p>						
35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>						
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>						
37	<p>PUMP TANK Inspection/Clean Out Port & Risers Provided</p> <p>PUMP TANK Secondary restraint system provided</p> <p>PUMP TANK Riser permanently fastened to lid or cast into tank</p> <p>PUMP TANK Riser cap protected against unauthorized intrusions</p>						
38	<p>PUMP TANK Secondary restraint system provided</p>						
39	<p>PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried</p>						

**Comal County Environmental Health
OSSF Inspection Sheet**

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

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: _____ OSSF Installer #: _____

1st Inspection Date: 7/2/19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: mike T. Inspector Name: _____ Inspector Name: _____

Permit#: 109317 Address: Sunburst Ranch / 7106 F.M. 2673

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)	Site OK	7/2/19		
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)				

my- 7/2/19
Site OK

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(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	<p>EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling</p> <p>EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0%</p> <p>EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom)</p> <p>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</p> <p>EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart</p>		<p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(A)</p> <p>285.33(b)(3)(B)</p> <p>285.91(13)</p> <p>285.33(b)(3)(D)</p> <p>285.33(b)(3)(F)</p>				
33	<p>AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.</p>		285.32(c)(1)				
34	<p>AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided</p> <p>AEROBIC TREATMENT UNIT Secondary restraint system provided</p> <p>AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank</p> <p>AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions</p>						
35	<p>AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.</p>						
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>						
37	<p>PUMP TANK Inspection/Clean Out Port & Risers Provided</p> <p>PUMP TANK Secondary restraint system provided</p> <p>PUMP TANK Riser permanently fastened to lid or cast into tank</p> <p>PUMP TANK Riser cap protected against unauthorized intrusions</p>						
38	<p>PUMP TANK Secondary restraint system provided</p>						
39	<p>PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried</p>						

**Comal County Environmental Health
OSSF Inspection Sheet**

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

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.

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
- Portion of Proposed OSSF Located in the United States Army Corps of Engineers (USACE) Flowage Easement
- USACE Consent for proposed OSSF

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

FR

Signature of Applicant

Sign & Date

6-19-19

Date

<input type="checkbox"/> COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

<input type="checkbox"/> 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

REVISED
3:16 pm, Jul 09, 2019

Date 6-19-19 Permit # _____

Owner Name Sunburst Com 2017 LLC Agent Name Douglas R. Dowlearn
Mailing Address 175 Bendel Ranch Road Agent Address 703 Oak Drive
City, State, Zip New Braunfels, TX 78133 City, State, Zip Blanco, TX 78606
Phone # 830.743.1258 Phone # 210.240.2101
Email fbasil@gvfc.com Email txseptic@gmail.com

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

Subdivision Name Sunburst Ranch Unit 1 Lot 6R Block _____
Acreage/Legal 10.065 Acres
Street Name/Address 7106 FM 2673 City Canyon Lake Zip 78133

Type of Development:

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

Non-Single Family Residential
(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)
Type of Facility _____
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants _____
Restaurants, Lounges, Theaters - Indicate Number of Seats _____
Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds _____
Travel Trailer/RV Parks - Indicate Number of Spaces 50 (40 gpd each)
Miscellaneous 2 washers (200 gpd each), 2 efficiencies (100 gpd each), effluent from existing permit #105992 (2400 gpd) which includes 12-1 bed cottages; 4 - 2 BR(<1500 sq. ft) cottages & 2 - 3BR<2500sq. ft. cottages

Estimated Cost of Construction: \$ \$96,000 (Structure Only) *Completed*

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.

FR
Signature of Owner

6-19-19
Date *Sign 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 Douglas R. Dowlearn

System Description Aerobic Treatment with Drip Lines

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

Tank Size(s) (Gallons) 4 - 1500 gpd Aerobic Tanks Absorption/Application Area (Sq Ft) 25000 Required

Gallons Per Day (As Per TCEQ Table III) 5000

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

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JUN 24 2019

COUNTY ENGINEER

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 of Designer

6/18/19
Date

JCS



201706024875 05/15/2017 02:08:52 PM 1/2

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JUN 24 2019

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL
STATE OF TEXAS

COUNTY ENGINEER

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

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 6R, Sunburst Ranch, Unit 1

The property is owned by (insert owner's full name): Sunburst Com 2017, LLC

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

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

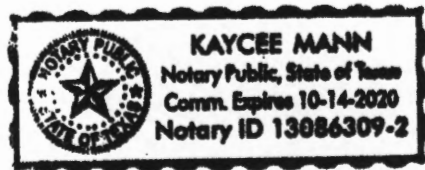
WITNESS BY HAND(S) ON THIS 15th DAY OF May, 2017
[Signature]

Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 15th DAY OF May, 2017

[Signature]
Notary Public, State of Texas

Notary's Printed Name: Kaycee Mann
My Commission Expires: 10-14-2020





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JUN 24 2019

COUNTY ENGINEER

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.

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
05/15/2017 02:08:52 PM
TERRI 2 Page(s)
201706024875



Bobbie Koepf

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By Brenda Ritzen at 10:54 am, Feb 12, 2020

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer Sunburst Com 2017, LLC c/o Frank Bass
Site Address 7106 FM 2673
City Canyon Lake Zip 78133
Mailing Address 175 Bendel Ranch Rd, New Braunfels, TX 78133
County Comal Map # _____
Phone 830.743.1258
Email fbasil@gvvc.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Sunburst Com 2017, LLC (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date:

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

III. Termination of Agreement:

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

IV. Services:

Contractor will:

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

V. Disinfection:

RC

Customer's Initials



Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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



Customer's Initials

RC

Contractor's Initials

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By Brenda Ritzen at 10:54 am, Feb 12, 2020

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

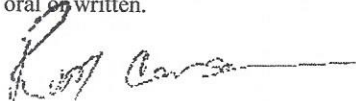
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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

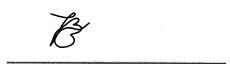

Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036



Customer Signature

Date 2-12-2020



Customer's Initials



RC

Contractor's Initials

REVISED

12:39 pm, Jul 10, 2019

OSSF SOIL EVALUATION REPORT INFORMATION**Date:** 7/10/19**Applicant Information:**

Name: Sunburst Com 2017 LLC c/o Frank Bass
Address: 175 Bendel Ranch Road
City, State & Zip Code: New Braunfels, TX 78133
Phone: 830.743.1258
Email: fbasil@gvtc.com

Site Evaluator Information:

Name: Douglas R. Dowlearn
Company: D.A.D. Services, Inc.
Address: 703 Oak Drive
City, State & Zip: Blanco, TX 78606
Phone: (210)240-2101 **Fax:** (866)260-7687
Email: txseptic@gmail.com

Property Location:

Lot: 6R **Unit:** 1 **Subdivision:** Sunburst Ranch
Street/Road Address: 7106 FM 2673
City: Canyon Lake **Zip:** 78133
Additional Info: Comal County/10.065 Acres

Installer Information:

Name: Douglas Dowlearn
Company: D.A.D. Services, Inc.
Address:
City, State & Zip:
Phone: **Fax:**

Depth	Texture Class	Soil Texture	Structure (For Class III - blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-12" Clay Loam 12" + Limestone	Blocky	<30% Gravel	12" + Limestone	None
Soil Boring #2 60"		Same as above				

DESIGN SPECIFICATIONS

Application Rate (RA): 0.2

OSSF is designed for:

NEW SYSTEM - Effluent flows to Zones 5-8 (As show per schematic)
 2 - Efficiencies (100 gpd each); 2 - Washers (200 gpd each); 50 - RVs (40 gpd each)
 2600 Gallons per day

EXISTING SYSTEM - Effluent flow to zones 1-4 (As show per schematic)

12 - 1 Bed cottages (100 gpd each); 4 - 2 BR<1500 sq. ft. cottages (180 gpd each); 2 - 3BR<2500 sq. ft. (240 gpd each)
 - TOTAL 2400 gpd

Permit #105992 - 2400 Gallons per day

Total gallons per day required with NEW SYSTEM plus EXISTING SYSTEM = 5000 Gallons per day required

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

25000 sq. ft. disposal area required

(4) 1500 gallon/day aerobic tanks required

Calculations:Absorption Area: $Q/RA = 5000/0.2 = 25000$ Sq. Ft.

Total Linear Feet Drip Tubing: 12500 ft of Netafim Bioline drip tubing with 0.6 gph emitters.

Zone 1-4 = 6000 L.F. drip tubing/4 zones = 1500 L.F. drip tubing per zone.

Pump Requirement: 750 emitters @ 0.6 gph @20psi = 7.5 gpm

Zone 5-8 = 6500 L.F. drip tubing/4 zones = 1625 L.F. drip tubing per zone.

Pump Requirements: 813 emitters @ 0.6 gph @20psi = 8.13 gpm

Pumps: 20 GPM Sta-Rite submersible pumps.

REVISED

12:39 pm, Jul 10, 2019

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

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

Site Evaluator:

NAME: Douglas R. Dowlearn, R.S.

License No. OS9902 - Exp. 6/30/2020

TDH: #2432 - Exp. 2/28/2021

Signature:

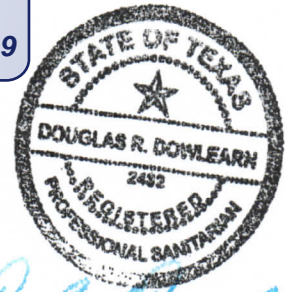


#109317

REVISED

8:08 am, Dec 17, 2019

D.A.D SERVICES, INC.
DOUG DOWLEARN
703 OAK DRIVE, BLANCO, TX 78606
Designed for: Sunburst Com 2017, LLC



Douglas R. Dowlearn
12/16/19

The installation site is on Lot 6R, Unit 1 of the Sunburst Ranch Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from two efficiencies, two washers, and fifty RVs, along with effluent from an OSSF with the existing permit #105992 which includes 12 - 1 Bed cottages; 4 - 2 BR<1500 sq. ft. cottages; and 2 - 3 BR<2500 sq. ft. cottages. The proposed method of wastewater treatment is aerobic treatment with drip irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the RVs, efficiencies and two washers to a 3000 gallon pre-treatment tank, which flows into a 3000 gallon flow equalization tank with dual alternating pumps, which flows to (2) 1500 gpd aerobic treatment plants, which then flows to a 2000 gallon pump tank with dual alternating pumps and a liquid chlorinator. The pumps are activated by a time controller allowing the distribution 8 times per day with a 40 minute run time with float switches set to pump 2600 gallons per day. A high level audible and visual alarm will activate should the pump fail. Distribution from the pump is through a self flushing 120 mesh spin filter, then through a 1" SCH-40 manifold with a 4 Zone K- Rain Valve which will split run times to 10 minutes per Zones 5-8(shown in the schematic.) Zones 5-8 will each have 1625 linear feet of drip lines set approximately two feet apart with 0.6 emitters set every two feet, as per the attached schematic. A pressure gauge and hose bib installed in the pump tank on the manifold to the field will maintain pressure at 20 psi. A 1" SCH-40 return line is installed to periodically flush the system by cycling a 1" ball valve. Solids caught in the spin filter are flushed each cycle back to the trash tank. A gate valve will be installed at the top of the return line in each zone to control flushing. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. The placement of the drip tubing will be on soil that has been roughed up and 2" of Class II added; the tubing will be covered with 6" of Class II soil. The same type of system will be used to treat effluent from existing permit #105992, however the effluent will flow into Zones 1-4(as show in the schematic) with each zone having 1500 linear feet of drip lines, and the flow equalization tank will be 2000 gallons instead of 3000 gallons. The float switches will be set to pump 2400 gallons per day instead of the 2600 gallons per day that Zones 5-8 will require.

REVISED

8:09 am, Dec 17, 2019

DESIGN SPECIFICATIONS:

Existing System (permit #105992) - Zones 1-4

Daily Waste Flow: 2400 gpd

Application rate: 0.2

Application area required: $2400/.2 = 12000$ ft. sq.

Application area utilized: 12000 sq. ft.

Pump tank reserve capacity: 1200 gal minimum

New System - Zones 5-8

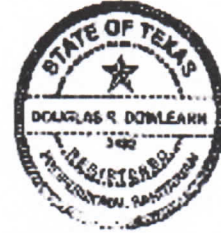
Daily Waste Flow: 2600 gpd

Application rate: 0.2

Application area required: $2600/.2 = 13000$ ft. sq.

Application area utilized: 13000 sq. ft.

Pump tank reserve capacity: 1200 gal minimum



Donleah
12/16/19

SYSTEM COMPONENTS:

SCH 40 PVC sewer line

1" purple PVC supply/flush line

2 - 3000 gallon pretreatment tank

1 - 2000 gallon flow equalization tank with dual alternating pumps

1 - 3000 gallon flow equalization tank with dual alternating pumps

4 - 1500 gpd aerobic treatment plants with manual or timed controls

2 - 2000 gallon pump tanks with dual alternating pumps

2 Liquid chlorinators

2 - 4 zone K-Rain Valves

8 - Gate Valves

LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the drip disposal must be covered with a ground cover such as grass seed or sod prior to the final inspection. . The drip disposal tubing will be laid on top of roughed up soil covered with 2" of Class II soil; the tubing will then be covered with 6" of Class II soil. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

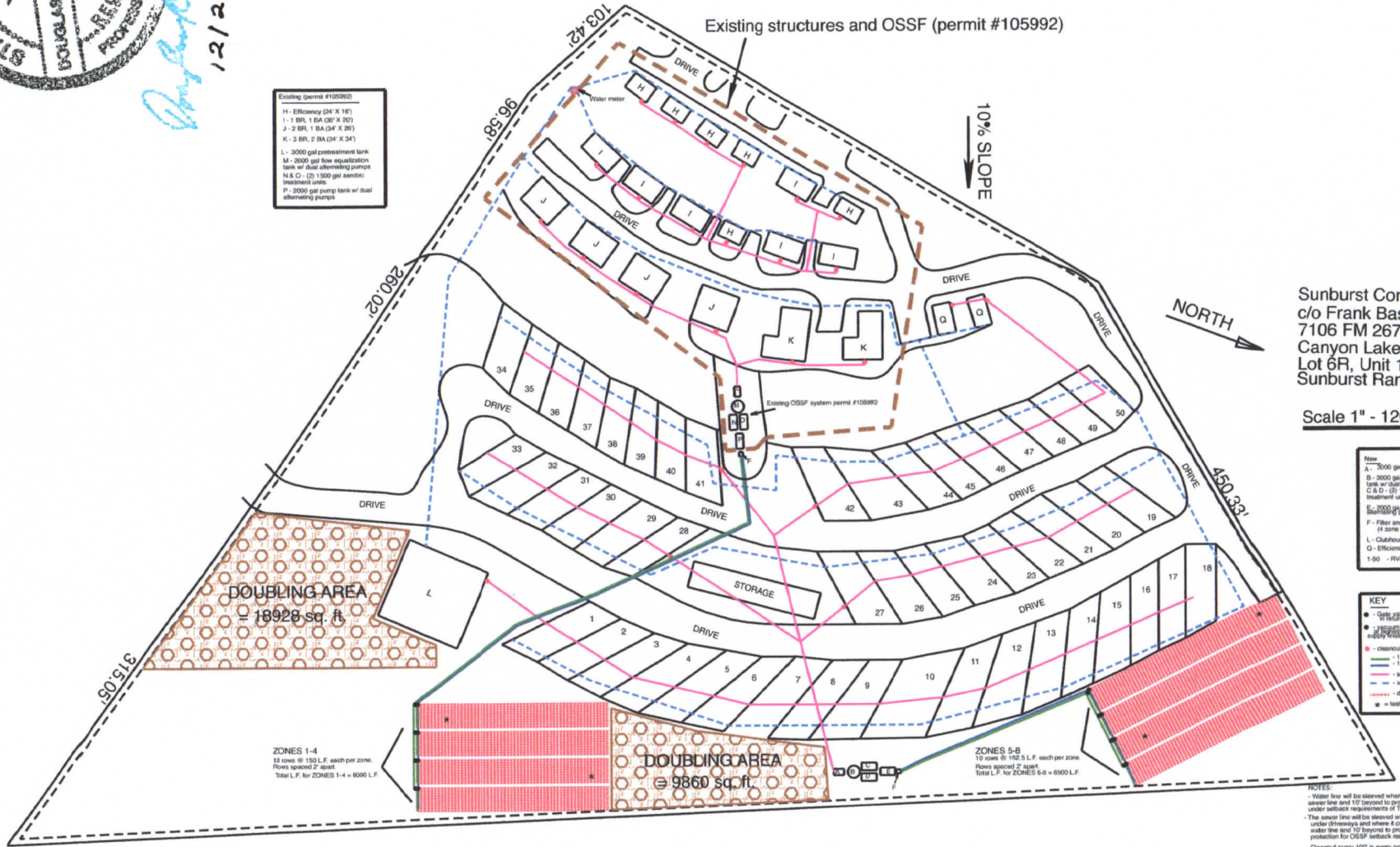


Douglas R. Dowle, P.E.

12/27/19

REVISED
10:31 am, Dec 30, 2019

Existing (permit #105992)
 H - Efficiency (24" X 16")
 I - 1 BR, 1 BA (24" X 30")
 J - 2 BR, 1 BA (24" X 26")
 K - 3 BR, 2 BA (24" X 24")
 L - 3000 gal pretreatment tank w/ dual alternating pumps
 M - 2000 gal flow equalization tank w/ dual alternating pumps
 N & O - (2) 1500 gal aerobic treatment units
 P - 3000 gal pump tank w/ dual alternating pumps



Sunburst Com 2017, LLC
 c/o Frank Bass
 7106 FM 2673
 Canyon Lake, TX 78133
 Lot 6R, Unit 1
 Sunburst Ranch

Scale 1" = 120'

Now
 A - 3000 gal pretreatment tank
 B - 2000 gal flow equalization tank w/ dual alternating pumps
 C & D - (2) 1500 gal aerobic treatment units
 E - 3000 gal pump tank w/ dual alternating pumps
 F - Filter and K-Flap Valve (1 zone K-Flap Valve)
 L - Outbuilding (2 washers)
 O - Efficiency (24" X 16")
 1-80 - RVs

KEY
 ● - Catch basins to control flushing
 ● - 1500 gal aerobic treatment units
 ● - 2000 gal flow equalization tank
 ● - 3000 gal pump tank
 ● - 3000 gal pretreatment tank
 ● - Filter and K-Flap Valve
 ● - Efficiency
 ● - Outbuilding
 ● - RVs
 ● - Sewer line
 ● - 1" SCH 40 flush line
 ● - 1" SCH 40 supply line
 ● - sewer line
 ● - water line
 ● - drip line
 ● - test holes

NOTES:
 - Water line will be elevated where it crosses sewer line and 10' proposed to provide equivalent protection under setback requirements of TAC 285.
 - The sewer line will be elevated with SCH 40 under driveways and where it crosses the water line and 10' proposed to provide equivalent protection for OSEP setback requirements of TAC 285.
 - Cleanout every 100' in every open area.
 - 3" or 4" SCH 40 sewer pipe from RVs, outbuildings, and laundry room to tanks. Sewer line will be SCH 80 or elevated in SCH 40 within RV area traffic areas and under driveways to provide equivalent protection for OSEP setback requirements of TAC 285.
 - Total Doubling Area = 28798 sq. ft.

DOUBLING AREA
 = 18928 sq. ft.

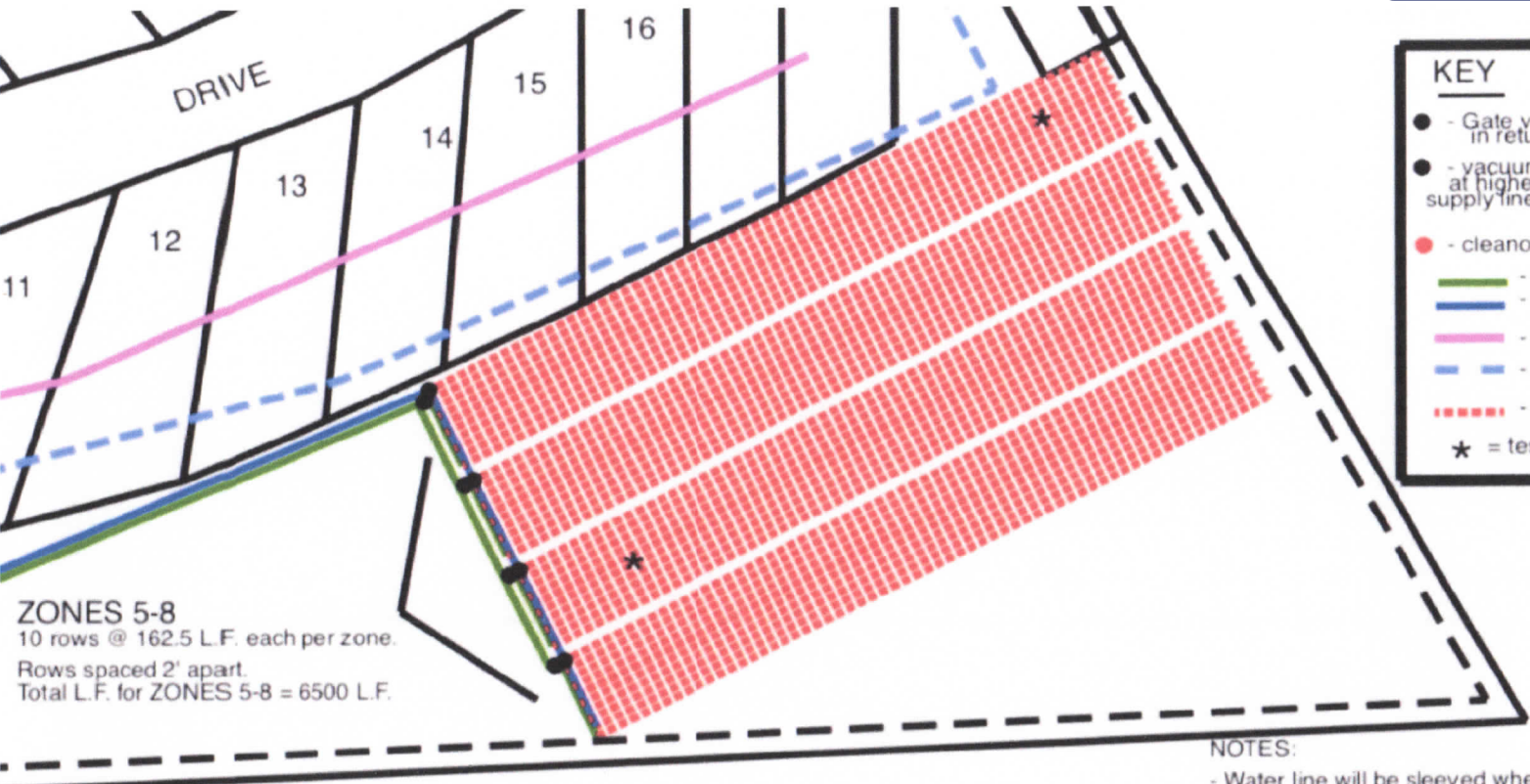
DOUBLING AREA
 = 9860 sq. ft.

ZONES 1-4
 10 rows @ 150 L.F. each per zone.
 Rows spaced 2' apart.
 Total L.F. for ZONES 1-4 = 6000 L.F.

ZONES 5-8
 10 rows @ 162.5 L.F. each per zone.
 Rows spaced 2' apart.
 Total L.F. for ZONES 5-8 = 6500 L.F.

5% SLOPE

REVISED
 10:31 am, Dec 30, 2019



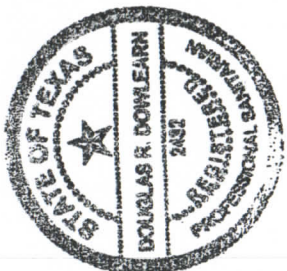
KEY

- - Gate valve to control flushing in return line.
- - vacuum breakers installed at highest points on both the supply lines and flush manifolds.
- - cleanout
- - 1" SCH 40 flush line
- - 1" SCH 40 supply line
- - sewer line
- - - - - water line
- · · · · - drip line
- ★ = test holes

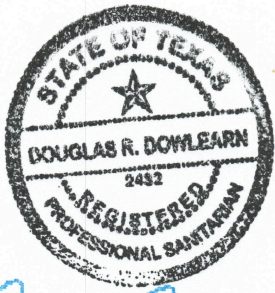
ZONES 5-8
 10 rows @ 162.5 L.F. each per zone.
 Rows spaced 2' apart.
 Total L.F. for ZONES 5-8 = 6500 L.F.

5% SLOPE
 ↓

- NOTES:**
- Water line will be sleeved where it crosses sewer line and 10' beyond to provide equivalent protection under setback requirements of TAC 285.
 - The sewer line will be sleeved with SCH 40 under driveways and where it crosses the water line and 10' beyond to provide equivalent protection for OSSF setback requirements of TAC 285.
 - Cleanout every 100' in every open area.
 - 3" or 4" SCH 40 sewer pipe from RVs, clubhouse, and laundry room to tanks. Sewer line will be SCH 80 or sleeved in SCH 40 within RV site traffic areas and under driveways to provide equivalent protection for OSSF setback requirements of TAC 285.
 - Total Doubling Area = 28788 sq. ft.



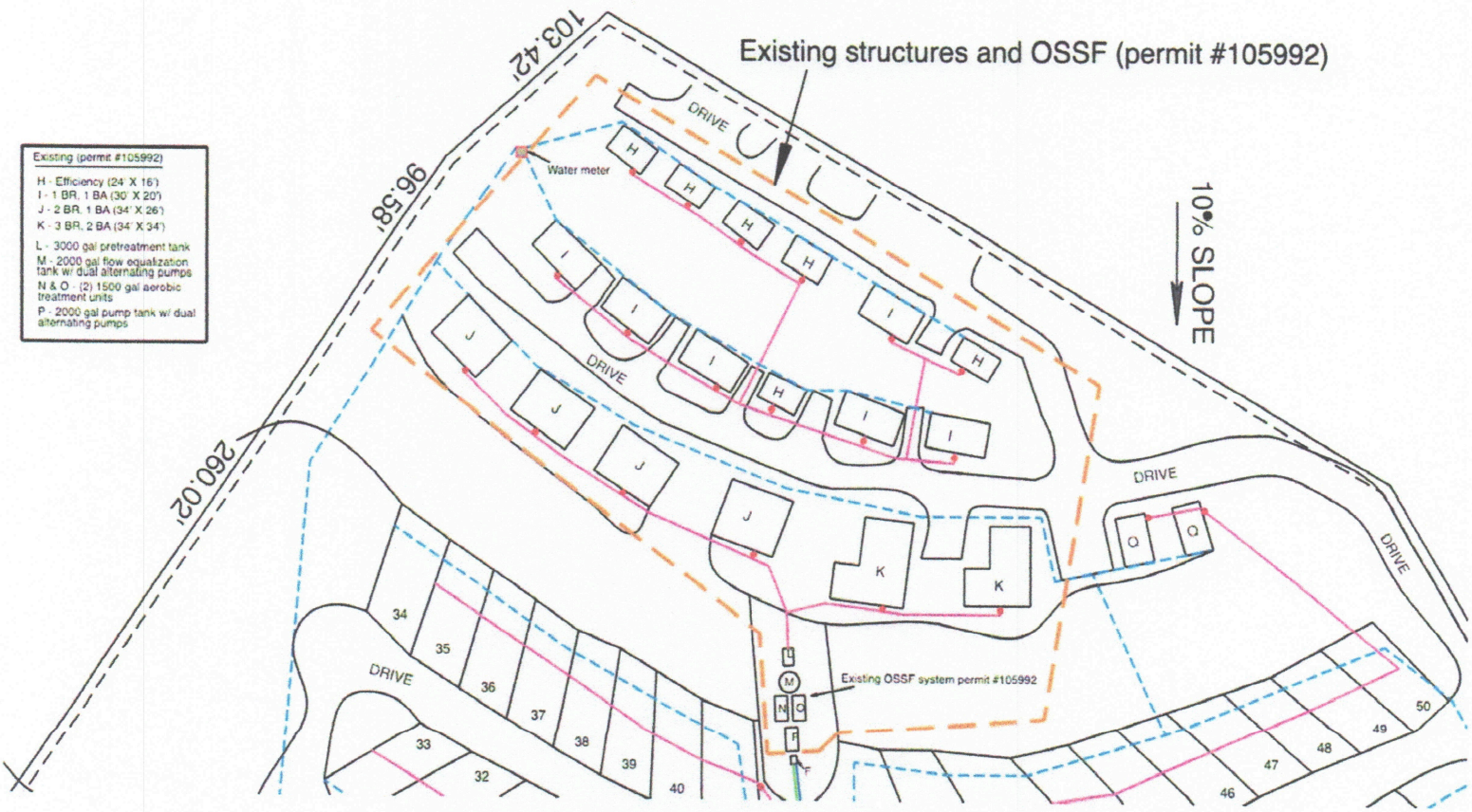
Douglas R. Dowlearn
 12/27/19



Douglas R. Dowlearn
7/10/19

REVISED
12:39 pm, Jul 10, 2019

- Existing (permit #105992)
- H - Efficiency (24' X 16')
 - I - 1 BR, 1 BA (30' X 20')
 - J - 2 BR, 1 BA (34' X 26')
 - K - 3 BR, 2 BA (34' X 34')
 - L - 3000 gal pretreatment tank
 - M - 2000 gal flow equalization tank w/ dual alternating pumps
 - N & O - (2) 1500 gal aerobic treatment units
 - P - 2000 gal pump tank w/ dual alternating pumps

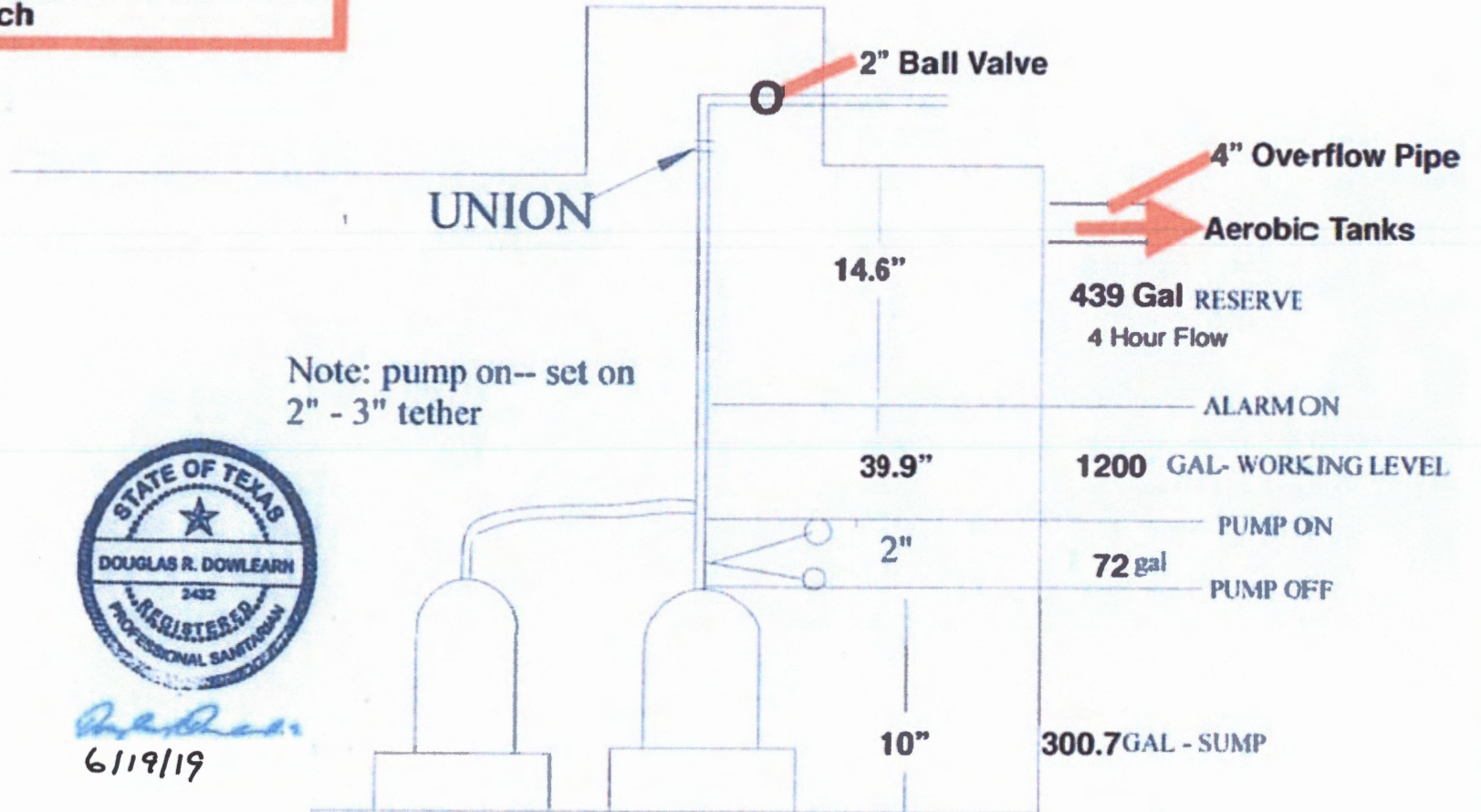


SCALE 1" = 86'

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JUN 24 2019
COUNCIL ENGINEER

2000 GALLON FLOW EQUALIZATION TANK

9'8" Diameter x 8' Tall
81" = 2000 gal - Bottom Outlet
37 gal/inch



Note: pump on-- set on
2" - 3" tether



D. Dowlearn
6/19/19

Note: Dual alternating pumps

NOT TO SCALE

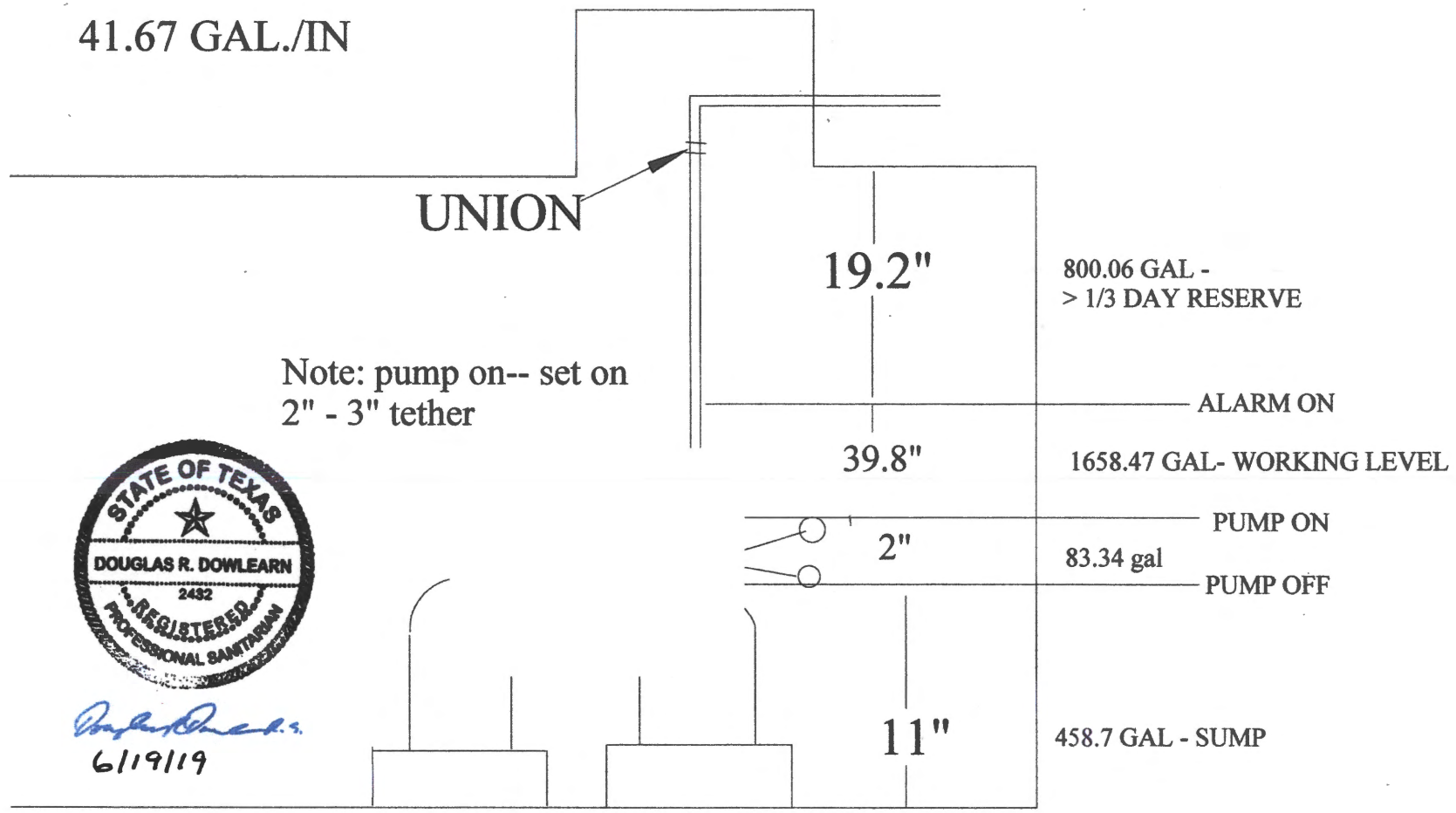
Pumps will run 16 minutes every hour

RECEIVED

JUN 24 2019

COUNTY ENGINEER

3000 GALLON FLOW EQUALIZATION TANK



Note: pump on-- set on 2" - 3" tether



Douglas R. Dowlearn
6/19/19

Note: Dual alternating pumps

NOT TO SCALE

Pumps will run 16 minutes every hour.

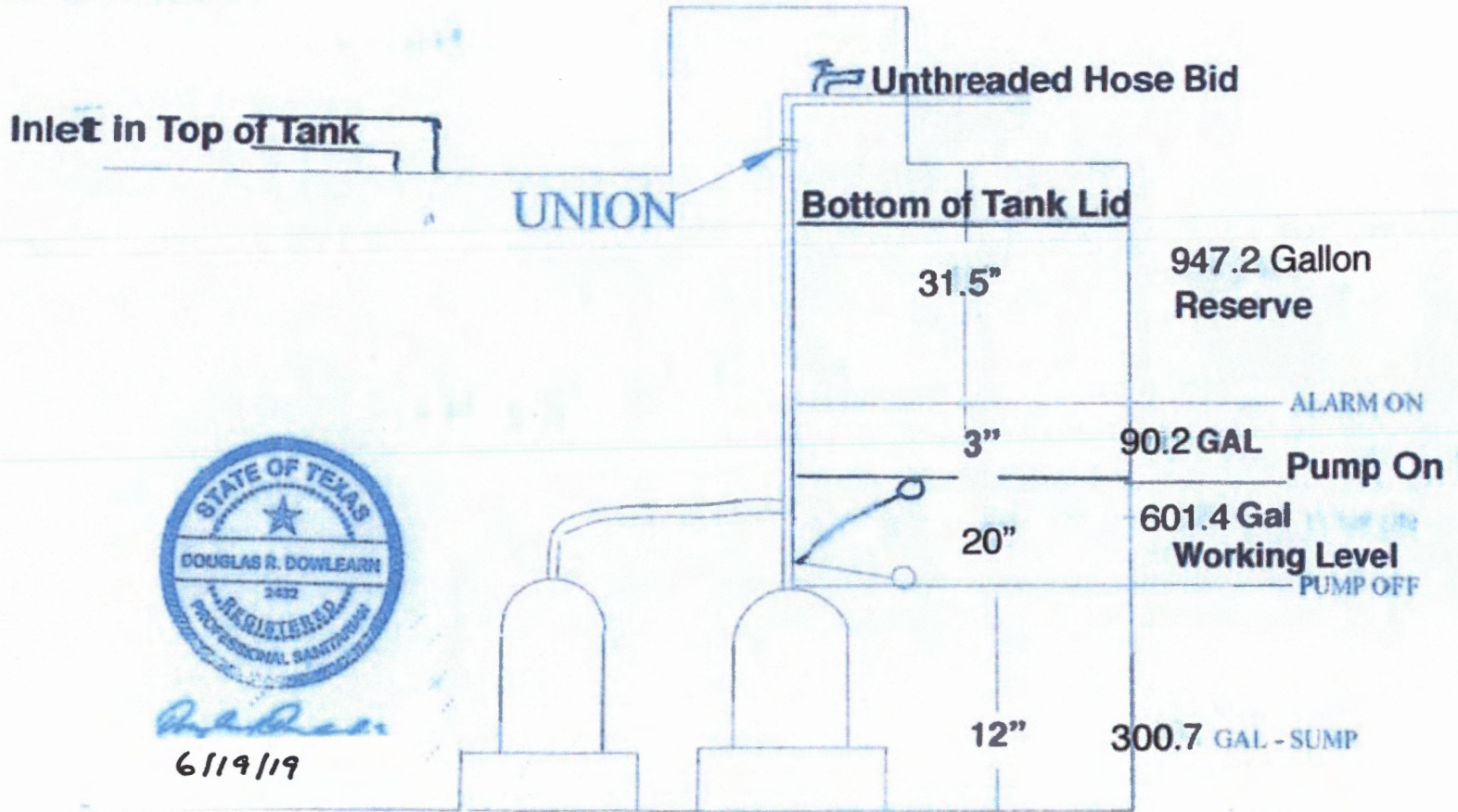
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JUN 24 2019

COUNTY ENGINEER

2000 Gallon Pump Tank

30.7 Gallons Per Inch



Douglas R. Dowlearn

6/19/19

Note: Dual alternating pumps

NOT TO SCALE



Douglas R. Dowlearn
6/19/19

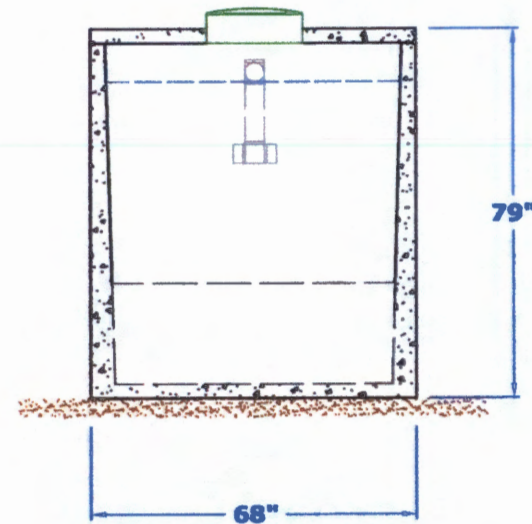
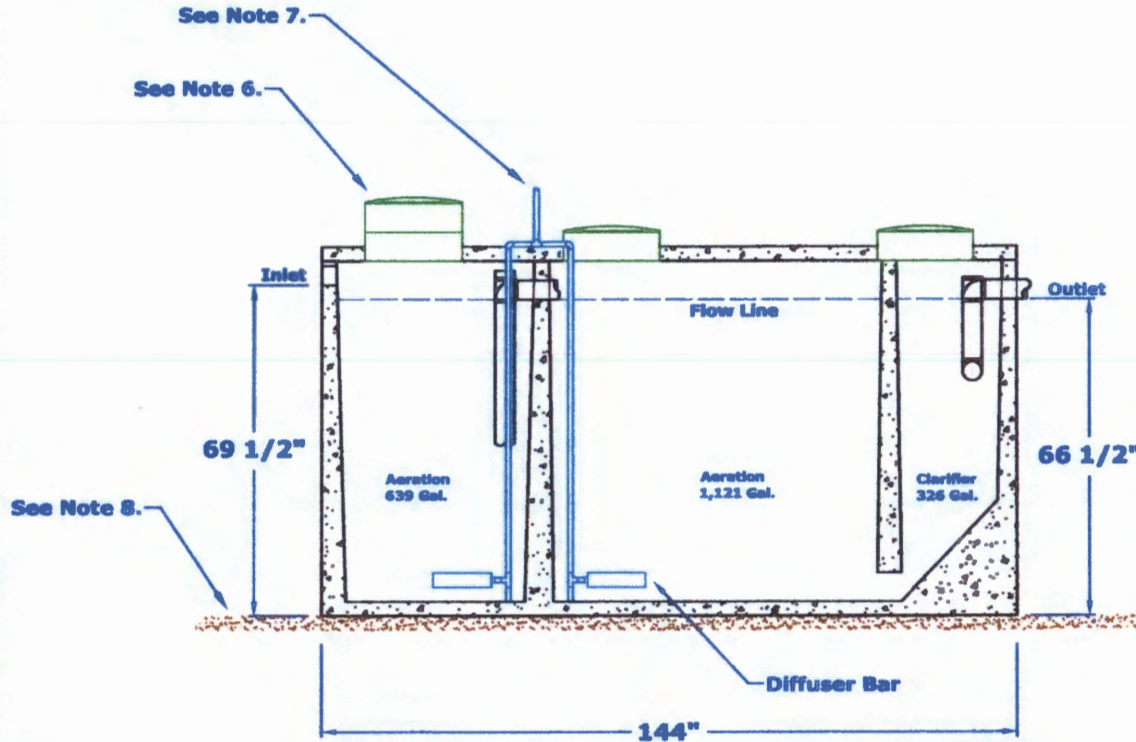
RECEIVED
JUN 24 2019
COUNTY ENGINEER

RECEIVED
MAY 22 2017
COUNTY ENGINEER

MINIMUM EXCAVATION DIMENSIONS:
Width: 80"
Length: 156"

GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 16,600 lbs.
4. Treatment capacity is 1,500 GPD.
5. BOD Loading = 4.50 lbs. per day.
6. 20" Ø access riser w/ lid (Typical 3). Optional extension risers available.
7. PVC Air Line to Bio-Robic B-1500 Air Compressor (Max. 50 Lft from Plant).
8. 4" min. compacted sand or gravel pad by Contractor
9. Requires minimum 1,000 gallon trash tank unless otherwise specified by engineering.



**NuWater E-1500 Duel Aeration
Aerobic Treatment Plant (Assembled)**

Model: E-1500

July, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B1500-2



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

STA-RITE® HS Series

Signature 2000® stainless steel 4" submersible pumps



POWERED BY
PENTEK®



Precision-engineered, high-quality, rugged Signature 2000® Stainless Steel Series Pumps deliver efficient, dependable performance even in rough, aggressive water. Heads to 1,950 feet and capacities to 65 GPM. Built to deliver long-term, trouble-free service. Floating impeller design resists sand and reduces sand locking. These pumps feature the proven SignaSeal™ staging system.

APPLICATIONS

Water systems...for residential, industrial, commercial, multiple housing and farm use.

SPECIFICATIONS

Shell: Stainless steel

Diameter: 3-7/8"

Discharge: Stainless steel

Discharge Bearing: Nylatron®

Intermediate Bearing: (On larger units) polycarbonate, nitrile rubber and stainless steel

Impellers: Acetal

Diffusers: Polycarbonate

Suction Caps: Polycarbonate with stainless steel insert

Thrust Pads: Proprietary spec.

Shaft and Coupling: Stainless steel

Intake: Stainless steel

Intake Screen: Polypropylene

Cable Guard: Stainless steel

Check Valve: Acetal†

Agency Listings: CSA

FEATURES

Proven Staging System: Our proven SignaSeal staging system incorporates a harder-than-sand ceramic wear surface that when incorporated with our floating impeller design, greatly reduces problems with abrasives, sand lock-up and running dry.

Discharge: Corrosion-resistant 300 grade stainless steel for durability in aggressive water. Large octagon wrench area for ease of installation.

Discharge Bearing: Self-lubricating Nylatron bearing resists wear from sand.

Intake: Corrosion-resistant 300 grade stainless steel for durability in aggressive water.

Shaft: Positive drive from 7/16" hexagonal heavy-duty 300 grade stainless steel.

Coupling: Stainless steel press fit to pump shaft. Couples to all standard NEMA motors.

Shell: Highest grade, heavy-walled corrosion-resistant stainless steel. Threaded for easy servicing.

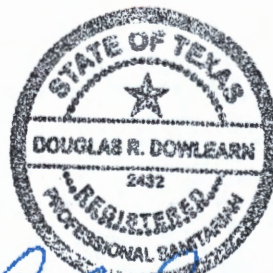
Hardware: All screws, washers and nuts are corrosion-resistant 300 grade stainless steel.

Check Valve: Durable internal spring-loaded check valve.

Cable Guard: Corrosion-resistant stainless steel guard protects motor leads. Tapered ends prevent pump from catching on well.

Intake Screen: Corrosion-proof.

Pentek® XE Series™ Motor: 2 and 3 wire NEMA standard all stainless construction water-filled motors.



Douglas R. Dowlearn
6/19/19

†Except where noted.

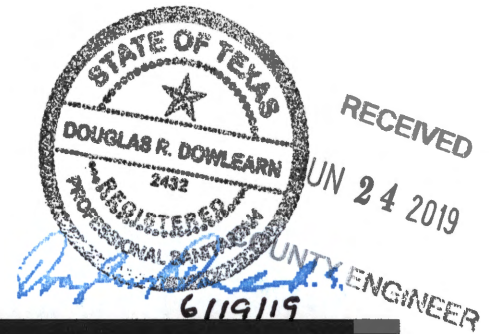
Nylatron® is a registered trademark of Polymer Corp.

All other brand or product names are trademarks or registered trademarks of Pentair Ltd.

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JUN 24 2019
COUNTY ENGINEER

STA-RITE® HS Series

Signature 2000° stainless steel 4" submersible pumps



ORDERING INFORMATION

GPM	MOTOR TYPE	HP	STGS.	PH	VOLT	ASSEMBLED PUMP			PUMP END			MOTOR		CONTROL BOX	
						CATALOG NUMBER	LENGTH INCHES*	WEIGHT POUNDS*	CATALOG NUMBER	LENGTH INCHES*	WEIGHT POUNDS*	CATALOG NUMBER	WEIGHT POUNDS*	CATALOG NUMBER	WEIGHT POUNDS*
20**	2 WIRE	3/4	5	1	230	S20P4HS07221	23-3/4	30	L20P4DH	12-1/2	8-1/2	P42B0007A2	23		
		1	7	1	230	S20P4HS10221	27-1/4	34	L20P4EH	14-3/4	9-3/4	P42B0010A2	25		
		1-1/2	9	1	230	S20P4HS15221	32	39	L20P4FH	16-3/4	10-3/4	P42B0015A2	29		
	3 WIRE	3/4	5	1	230	S20P4HS07231	23-3/4	30	L20P4DH	12-1/2	8-1/2	P43B0007A2	23	SMC-CR0721	5
		1	7	1	230	S20P4HS10231	27-1/4	34	L20P4EH	14-3/4	9-3/4	P43B0010A2	25	SMC-CR1021	5
		1-1/2	9	1	230	S20P4HS15231	30-1/2	39	L20P4FH	16-3/4	10-3/4	P43B0015A2	29	SMC-CR1521	7
		1-1/2	9	3	230				L20P4FH	16-3/4	10-3/4	P43B0015A3	23		
		1-1/2	9	3	460				L20P4FH	16-3/4	10-3/4	P43B0015A4	23		
		2	12	1	230				L20P4GH	20-1/4	12-1/2	P43B0020A2	31	SMC-CR2021	7
		2	12	3	230				L20P4GH	20-1/4	12-1/2	P43B0020A3	32		
		2	12	3	460				L20P4GH	20-1/4	12-1/2	P43B0020A4	32		
		3	17	1	230				L20P4HH	25-3/4	15	P43B0030A2	40	SMC-CR3021	7
		3	17	3	230				L20P4HH	25-3/4	15	P43B0030A3	32		
		3	17	3	460				L20P4HH	25-3/4	15	P43B0030A4	32		
		5	28	1	230				L20P4JH	38	21	P43B0050A2	70	SMC-CR5021	8
		5	28	3	230				L20P4JH	38	21	P43B0050A3	55		
		5	28	3	460				L20P4JH	38	21	P43B0050A4	55		
		7-1/2	40	3	230				L20P4KH	53-3/4	30	P43B0075A3	70		
		7-1/2	40	3	460				L20P4KH	53-3/4	30	P43B0075A4	70		
		10	54	3	460				L20P4LH	71	41	P43B0100A4	78		
30***	2 WIRE	1	5	1	230	S30P4HS10221	26-1/2	35	L30P4EH	14	9-3/4	P42B0010A2	25		
		1-1/2	6	1	230	S30P4HS15221	30-1/2	39	L30P4FH	15-1/4	10-3/4	P42B0015A2	29		
	3 WIRE	1	5	1	230	S30P4HS10231	26-1/2	35	L30P4EH	14	10	P43B0010A2	25	SMC-CR1021	5
		1-1/2	6	1	230	S30P4HS15231	29	39	L30P4FH	15-1/4	11	P43B0015A2	29	SMC-CR-1521	7
		1-1/2	6	3	230				L30P4FH	15-1/4	11	P43B0015A3	23		
		1-1/2	6	3	460				L30P4FH	15-1/4	11	P43B0015A4	23		
		2	8	1	230				L30P4GH	18-1/4	12	P43B0020A2	31	SMC-CR2021	7
		2	8	3	230				L30P4GH	18-1/4	12	P43B0020A3	23		
		2	8	3	460				L30P4GH	18-1/4	12	P43B0020A4	23		
		3	12	1	230				L30P4HH	24	15	P43B0030A2	40	SMC-CR3021	7
		3	12	3	230				L30P4HH	24	15	P43B0030A3	32		
		3	12	3	460				L30P4HH	24	15	P43B0030A4	32		
		5	20	1	230				L30P4JH	35-3/4	20	P43B0050A2	70	SMC-CR5021	8
		5	20	3	230				L30P4JH	35-3/4	20	P43B0050A3	55		
		5	20	3	460				L30P4JH	35-3/4	20	P43B0050A4	55		
		7-1/2	28	3	230				L30P4KH	50	27	P43B0075A3	70		
		7-1/2	28	3	460				L30P4KH	50	27	P43B0075A4	70		
10	38	3	460				L30P4LH	65-1/2	35	P43B0100A4	70				

*Length and Weight are approximate.

**For 10 GPM, 15 GPM and 20 GPM discharge is 1-1/4" NPT.

***For 30 GPM and 50 GPM discharge is 2" NPT.

NOTE: On 2 HP and larger - Pump, Motor, Control Box or Magnetic Starter must be ordered separately.

†Check Valve not included on 5 HP, 7-1/2 HP and 10 HP models. Check Valve not included on 50 GPM models.

TrimLine™ version maximum outside diameter is 3-3/4". Standard version maximum outside diameter on all models is 3-7/8".

BIOLINE® DRIPLINE

THE WORLD'S MOST ADVANCED CONTINUOUS
SELF-CLEANING, PRESSURE COMPENSATING DRIPLINE
SPECIFICALLY DESIGNED FOR WASTEWATER

CROSS SECTION OF BIOLINE DRIPLINE

Bioline dripper inlets are positioned in the center of flow where water is the cleanest



PRODUCT ADVANTAGES

- Pressure compensation - all drippers deliver equal flow, even on sloped or rolling terrain.
- Unique flow path - Turbonet technology provides more control of water and a high resistance to clogging.
- Continuous self-flushing dripper design - flushes debris, as it is detected - throughout operation, not just at the beginning or end of a cycle. Ensures uninterrupted dripper operation.
- Single hole dripper outlet from tubing:
 - Better protection against root intrusion
 - Allows the dripline to be used in subsurface applications without need for chemical protection
- Drippers capture water flow from the center of the tubing - ensures that only the cleanest flow enters the dripper.
- Built-in physical root barrier - drippers are protected from root intrusion without the need for chemical protection. Water exits dripper in one location while exiting the tubing in another.
- Three dripper flow rates - provides the broadest range of flow rates available. Allows the designer to match the dripline to any soil or slope condition.
- Bioline tubing is completely wrapped in purple - easily identifying it for non-potable use, regardless of how the tubing is installed.
- Anti-bacterial-impregnated drippers - prevents buildup of microbial slime.
- Can be used subsurface - Bioline can be installed on surface, under cover or subsurface.
- No special storage requirements - does not degrade if stored outdoors.

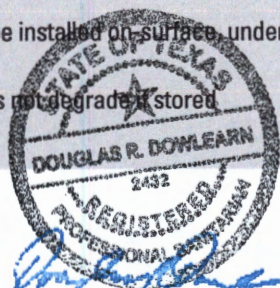
APPLICATIONS

- Typically installed following a treatment process
- Can be used with domestic septic tank effluent with proper design, filtration and operation
- Reuse applications including municipally treated effluent designated for irrigation and other disinfected and non-disinfected water sources.

SPECIFICATIONS

- Dripper flow rates: 0.4, 0.6 or 0.9 GPH
- Dripper spacings: 12", 18" or 24" dripper spacings and blank tubing
- Pressure compensation range: 7 to 58 psi
- Maximum recommended system pressure: 58 psi
- Tubing diameter: 0.66" OD, 0.56" ID
- Tubing color: Purple color indicates non-potable
- Coil lengths: 500' or 1,000' (Blank tubing in 250')
- Recommended filtration: 120 mesh
- Bending radius: 7"
- UV resistant
- Tubing material: Linear low-density polyethylene

Additional spacing and pipe sizes available by special order. Please contact Netafim USA Customer Service for details.



6/19/19

BIOLINE DRIPLINE

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 3.0 fps FLUSH VELOCITY
ADDITIONAL FLOW OF 2.3 GPM REQUIRED PER LATERAL TO ACHIEVE 3 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	102	94	84	138	127	113	161	151	137
	25	151	136	118	203	184	161	245	223	197
	35	193	171	146	260	232	200	315	283	245
	40	211	186	158	286	254	218	347	311	267
	45	228	200	169	310	274	233	377	335	287
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.66/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 3 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 2.5 fps FLUSH VELOCITY
ADDITIONAL FLOW OF 2.0 GPM REQUIRED PER LATERAL TO ACHIEVE 2.5 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	128	115	100	172	155	136	205	187	165
	25	183	161	137	248	220	188	301	268	231
	35	228	198	166	310	272	229	379	333	283
	40	248	214	178	338	295	247	413	362	305
	45	266	229	190	364	316	263	447	389	327
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.66/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 2.5 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 2.0 fps FLUSH VELOCITY
ADDITIONAL FLOW OF 1.6 GPM REQUIRED PER LATERAL TO ACHIEVE 2.0 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	161	141	119	217	191	164	263	233	201
	25	221	190	157	302	261	218	369	321	270
	35	269	229	187	370	316	260	455	391	324
	40	290	246	200	399	340	278	493	421	347
	45	310	261	212	427	362	296	527	449	369
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.66/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 2 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 1.5 fps FLUSH VELOCITY
ADDITIONAL FLOW OF 1.2 GPM REQUIRED PER LATERAL TO ACHIEVE 1.5 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	201	171	140	275	235	194	337	289	241
	25	266	222	179	366	308	251	453	383	313
	35	316	262	210	437	365	295	543	455	369
	40	337	280	223	469	391	313	583	487	393
	45	358	296	235	497	413	331	619	517	415
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.66/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 1.5 fps flushing/scouring velocity

MAXIMUM LENGTH OF A SINGLE LATERAL WITH 1.0 fps FLUSH VELOCITY
ADDITIONAL FLOW OF 0.8 GPM REQUIRED PER LATERAL TO ACHIEVE 1.0 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	248	205	163	344	285	226	427	355	285
	25	315	258	203	440	361	286	549	453	369
	35	367	299	234	513	419	331	643	527	417
	40	389	316	248	545	445	350	683	559	441
	45	409	332	260	574	468	367	721	589	463
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.66/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 1 fps flushing/scouring velocity

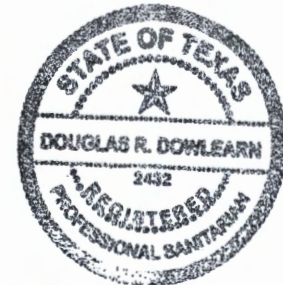
MAXIMUM LENGTH OF A SINGLE LATERAL WITH 0.5 fps FLUSH VELOCITY
ADDITIONAL FLOW OF 0.4 GPM REQUIRED PER LATERAL TO ACHIEVE 0.5 fps

DRIPPER SPACING		12"			18"			24"		
DRIPPER FLOW RATE (GPH)		0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
INLET PRESSURE	15	301	242	188	422	341	265	531	429	335
	25	369	296	228	520	418	323	655	527	409
	35	421	337	260	595	476	368	749	603	467
	40	443	354	273	626	501	387	790	636	491
	45	464	371	285	656	524	404	829	665	513
Flow per 100' (GPM / GPH)		0.67/40	1.02/61	1.53/92	0.44/26.67	0.66/41	1.02/61	0.34/20	0.51/31	0.77/46

Lateral lengths are based on flows allowing for a 0.5 fps flushing/scouring velocity

Netafim recommends flushing velocities capable of breaking free any accumulated bioslimes and debris in the piping network.

- Notes:
1. Refer to local regulations for information on flushing velocities that may be written into codes.
 2. Netafim does not endorse a specific flushing velocity.
 3. Flushing velocities should be determined based on regulations, quality of effluent, and type of flushing control.
 4. Using a flushing velocity less than 1 fps does not provide turbulent flow as defined by Reynolds Number.
 5. Higher flushing velocities provide more aggressive flushing.

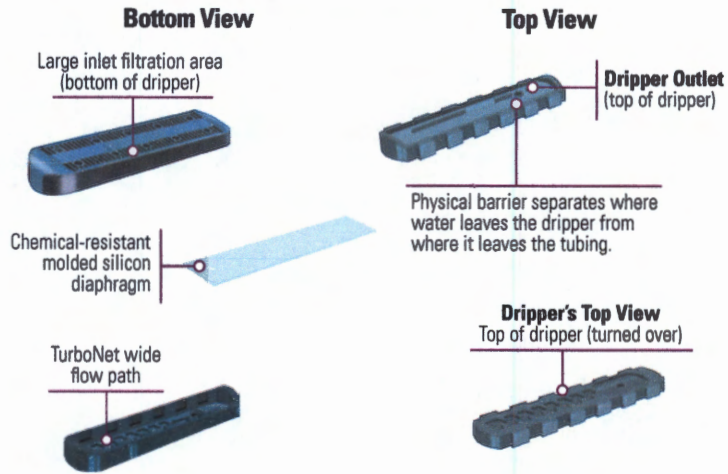


Douglas R. Dowlearn
6/19/19

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EXPLODED VIEW OF BIOLINE DRIPPER

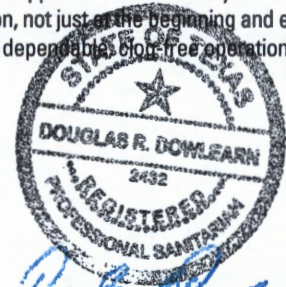


BIOLINE DRIPPER OPERATION

Bioline® drippers are pressure compensating - delivering the water uniformly into the soil for further treatment or for reuse by the landscape. These unique drippers allow the tubing to be installed on flat topography or steep slopes.

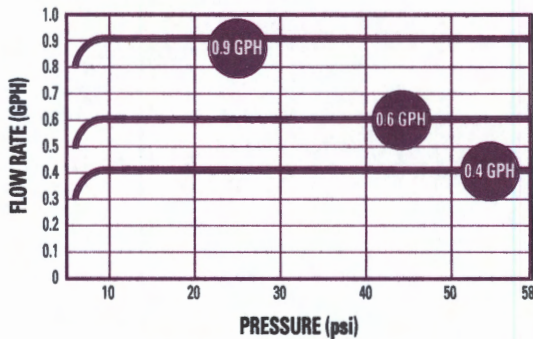
Bioline drippers are protected against microbial slime. Each dripper is impregnated with an antimicrobial agent to resist biological build-up.

Netafim drippers are continuously self-cleaning during operation, not just at the beginning and end of a cycle. The result is dependable, bio-free operation, year after year.



Douglas R. Dowlearn, P.E.
6/19/19

DRIPPER FLOW RATE VS. PRESSURE



Between 0 and 7 psi, the dripper functions as a turbulent flow emitter, ensuring that the nominal design flow is not exceeded at system start-up.

FLOW PER 100 FEET

DRIPPER SPACING	0.4 GPH DRIPPER		0.6 GPH DRIPPER		0.9 GPH DRIPPER	
	GPH	GPM	GPH	GPM	GPH	GPM
12"	40.0	0.67	61.0	1.02	92.0	1.53
18"	26.7	0.44	41.0	0.68	61.0	1.02
24"	20.0	0.34	31.0	0.51	46.0	0.77

SPECIFYING INFORMATION

SAMPLE MODEL NUMBER
08WRAM.6-24 V

A Bioline Dripline = 08WRAM

1 DRIPPER FLOW RATE
0.4 GPH = .4
0.6 GPH = .6
0.9 GPH = 1

2 DRIPPER SPACING
12" = 12
18" = 18
24" = 24

3 COIL LENGTH
500' = V500
1,000' = V

BLANK Tubing Model Number: 250' = 08WRAM-250

ORDERING INFORMATION

FLOW RATE	DRIPPER SPACING	COIL LENGTH	MODEL NUMBER
0.4 GPH	12"	1,000'	08WRAM.4-12V
		500'	08WRAM.4-12V500
0.4 GPH	18"	1,000'	08WRAM.4-18V
		500'	08WRAM.4-18V500
0.4 GPH	24"	1,000'	08WRAM.4-24V
		500'	08WRAM.4-24V500
0.6 GPH	12"	1,000'	08WRAM.6-12V
		500'	08WRAM.6-12V500
0.6 GPH	18"	1,000'	08WRAM.6-18V
		500'	08WRAM.6-18V500
0.6 GPH	24"	1,000'	08WRAM.6-24V
		500'	08WRAM.6-24V500
0.9 GPH	12"	1,000'	08WRAM1-12V
		500'	08WRAM1-12V500
0.9 GPH	18"	1,000'	08WRAM1-18V
		500'	08WRAM1-18V500
0.9 GPH	24"	1,000'	08WRAM1-24V
		500'	08WRAM1-24V500
Blank Tubing 17mm		250'	08WRAM-250

**CCEO
COPY**



Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **08/01/2018** Permit Number: **105992**

Location Description: 7106 FM 2673
CANYON LAKE, TX 78133

Subdivision: Sunburst Ranch
Unit: 1
Lot: 6R
Block:
Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: Sunburst Com 2017, 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.

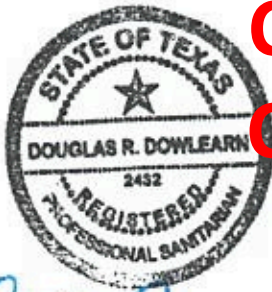
Licensing Authority
Comal County Environmental Health


ENVIRONMENTAL HEALTH INSPECTOR

OS0032485


ENVIRONMENTAL HEALTH COORDINATOR

OS0007722



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Douglas R. Dowlearn, P.E.
4/16/18

REVISED
2:35 pm, Apr 16, 2018

Sunburst Com 2017, LLC
c/o Frank Bass
7106 FM 2673
Canyon Lake, TX 78133
Lot 6R, Unit 1
Sunburst Ranch
1" = 120'
* = test holes

1" SCH 40 purple pipe to all spray heads

Total spray area for all 10 sprinklers = 38,460 sf

Each sprinkler has a radius of 35'

Red lines are 3" or 4" SCH 40 sewer pipe

Green lines are water lines

Blue line is a 50' setback from the dry creek

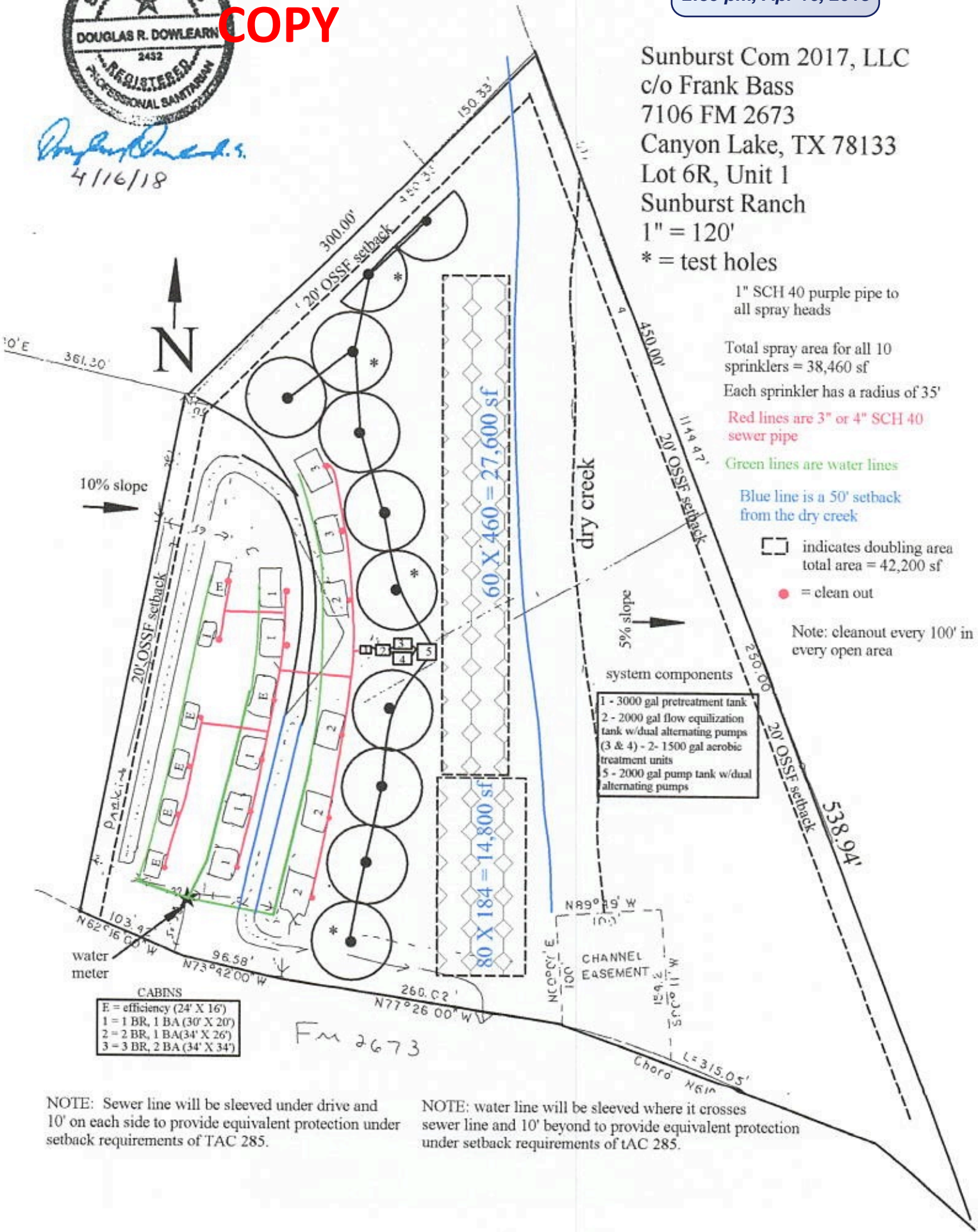
□ indicates doubling area total area = 42,200 sf

● = clean out

Note: cleanout every 100' in every open area

system components

- 1 - 3000 gal pretreatment tank
- 2 - 2000 gal flow equalization tank w/dual alternating pumps
- (3 & 4) - 2- 1500 gal aerobic treatment units
- 5 - 2000 gal pump tank w/dual alternating pumps



CABINS

E	= efficiency (24' X 16')
1	= 1 BR, 1 BA (30' X 20')
2	= 2 BR, 1 BA (34' X 26')
3	= 3 BR, 2 BA (34' X 34')

FM 2673

NOTE: Sewer line will be sleeved under drive and 10' on each side to provide equivalent protection under setback requirements of TAC 285.

NOTE: water line will be sleeved where it crosses sewer line and 10' beyond to provide equivalent protection under setback requirements of TAC 285.

Ritzen, Brenda

From: Ritzen, Brenda
Sent: Tuesday, February 11, 2020 12:56 PM
To: Frank Bass
Cc: 'doug dowlearn'
Subject: Permit 109317

Re: Sunburst Ranch Unit 1 Lot 6R
Application for Permit to Construct an On-Site Sewage Facility and License to Operate

Dear property owner & agent,

Our office received notice that the 2 year initial service contract submitted with your permit application has been cancelled. Before further inspection can take place a new 2 year initial service contract must be submitted to our office.

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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By Brenda Ritzen at 12:46 pm, Feb 11, 2020

VOID

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

VOID

Permit License Number 109 317
Sunburst Com 2017, LLC c/o Frank Bass
Address 7106 FM 2673
_____ on Lake _____ Zip 78133
Operating Address 175 Bendel Ranch Road, New Braunfels, TX 78133
County Comal Map # _____
Phone 830.743.1258
Email fbasil@gvwc.com

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JUN 24 2019
COUNTY

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Sunburst Com 2017, LLC c/o Frank Bass (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date: This Agreement commences on Issue date of License to Operate and ends on 2 yrs from License to Operate

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

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

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

FR
Customer's Initials



BS
Contractor's Initials

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By Brenda Ritzen at 12:46 pm, Feb 11, 2020

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JUN 24 2019
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V. Disinfection:

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VOID

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

FR

Customer's Initials



Contractor's Initials

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By Brenda Ritzen at 12:46 pm, Feb 11, 2020

VOID

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

VOID

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

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

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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

Brent Sidewick
Block Creek Aerobic Services, LLC,
Contractor
MC# 000042 and MC#000002

FAR
Customer Signature 6-19-19 Date

VOID

FAR
Customer's Initials

© copyright of 2019

BS
Contractor's Initials

WASTEWATER **VOID** UTILITY MONITORING AGREEMENT

RECEIVED
JUN 24 2019

COUNTY

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

Permit/License Number _____
Customer Sunburst Com 2017, LLC c/o Frank Bass
Site Address 7106 FM 2673
City Canyon Lake Zip 78133
Mailing Address 175 Bendel Ranch Road, New Braunfels, TX 78133
County Comal Map # _____
Phone 830.743.1258
Email fbasil@gvvc.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Sunburst Com 2017, LLC c/o Frank Bass (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date: Issue date of License to Operate _____ and ends on 2 yrs from License to Operate

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

III. Termination of Agreement:

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

IV. Services:

Contractor will:

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

FR

Customer's Initials



BS

Contractor's Initials

VOID

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JUN 24 2019

COUNTY ENGINEER

V. Disinfection:

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

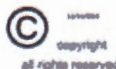
Customer (whether one or more) shall and does hereby agree to indemnify, hold harmless and defend Contractor and each of its successors, assigns, heirs, legal representatives, devisees, employees, agents and/or counsel (collectively "Indemnitees") from and against any and all liabilities, claims, damages,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

FR

Customer's Initials

BS

Contractor's Initials



VOID

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

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

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XVI. Entire Agreement:

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

Burt S. Sidwinski

Block Creek Aerobic Services, LLC,
Contractor
MC# 0000042 and MC#0000002

[Handwritten Signature]

Customer Signature

6-19-19

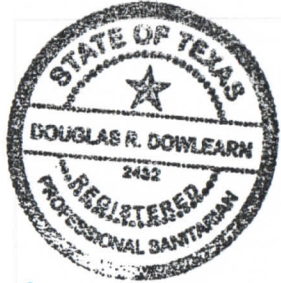
Date

[Handwritten Initials]

Customer's Initials

BS

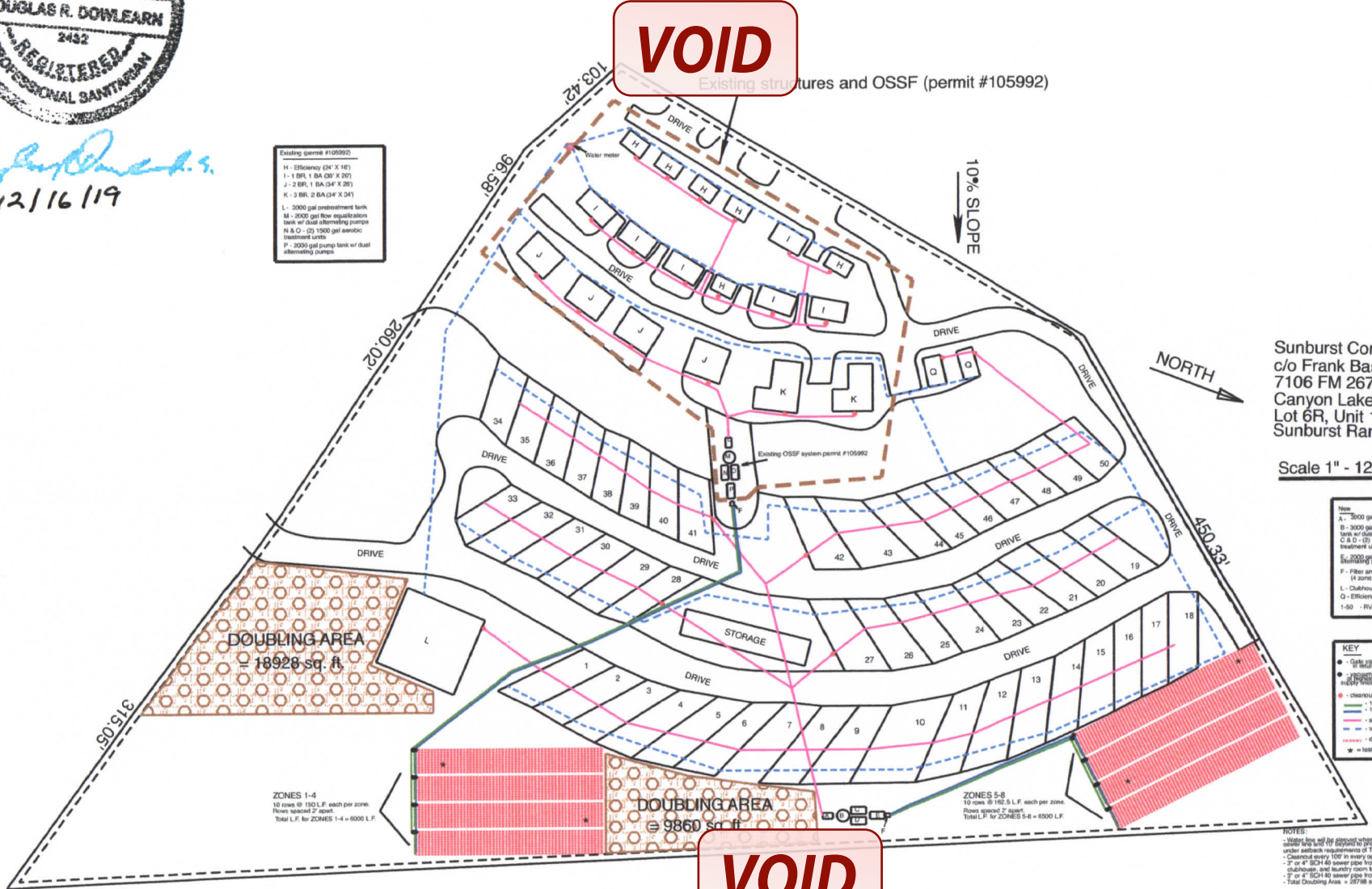
Contractor's Initials



Douglas R. Dowlearn
12/16/19

- Existing permit #105992
- H - Efficiency (24' X 16')
 - I - 1 BR, 1 BA (24' X 20')
 - J - 2 BR, 1 BA (24' X 28')
 - K - 3 BR, 2 BA (24' X 24')
 - L - 3000 gal. unretreatment tank w/ dual alternating pumps
 - M - 3000 gal. flow equalization tank w/ dual alternating pumps
 - N & O - 1500 gal. septic treatment units
 - P - 2000 gal. pump tank w/ dual alternating pumps

VOID
Existing structures and OSSF (permit #105992)



Sunburst Com 2017, LLC
c/o Frank Bass
7106 FM 2673
Canyon Lake, TX 78133
Lot 6R, Unit 1
Sunburst Ranch

Scale 1" = 120'

- Key
- A - 3000 gal. unretreatment tank
 - M - 3000 gal. flow equalization tank w/ dual alternating pumps
 - C & D - 1500 gal. septic treatment units
 - L - 3000 gal. unretreatment tank w/ dual alternating pumps
 - F - Filter and K-Flare Valve (4 zone K-Flare Valve)
 - L - Clubhouse (2 washers)
 - O - Efficiency (24' X 16')
 - 1-50 - Lots

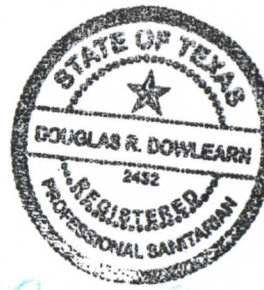
- KEY
- - Gate valve to control flushing
 - - 2" cleanout to control flushing
 - - 2" cleanout to control flushing
 - - Cleanout
 - - 1" SCH 40 flush line
 - - 1" SCH 40 supply line
 - - sewer line
 - - under line
 - - drip line
 - - test holes

NOTES:

- All lines are to be placed where appropriate under setback requirements of T.C. 205.
- Cleanout every 100' in every open area.
- 2" or 4" SCH 40 sewer pipe from RV's, clubhouse, and laundry room to tanks.
- 2" or 4" SCH 40 sewer pipe from RV's.
- Total Doubling Area = 28788 sq. ft.

VOID

REVISED
8:08 am, Dec 17, 2019



Lot 6R, Unit 1
Sunburst Ranch

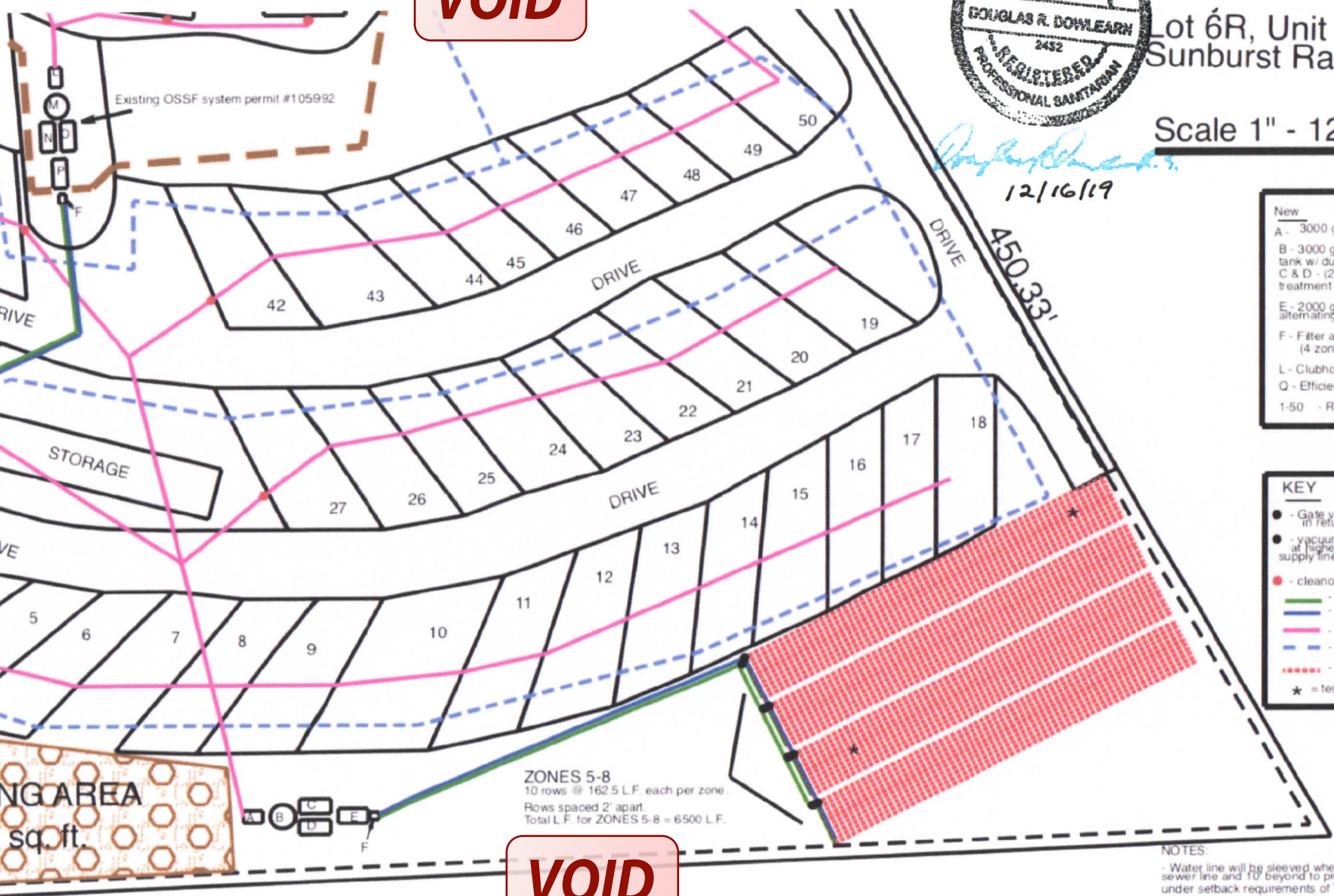
Scale 1" = 120'

VOID

Douglas R. Dowlearn
12/16/19

- New**
- A - 3000 gal pretreatment tank
 - B - 3000 gal flow equalization tank w/ dual alternating pumps
 - C & D - (2) 1500 gal aerobic treatment units
 - E - 2000 gal pump tank w/ dual alternating pumps
 - F - Filter and K-Rain Valve (4 zone K-Rain Valve)
 - L - Clubhouse (2 washers)
 - Q - Efficiency (24' X 16')
 - 1-50 - RVs

- KEY**
- - Gate valve to control flushing in return line
 - - vacuum breakers installed at highest points on both the supply lines and flush manifolds
 - - cleanout
 - - 1" SCH 40 flush line
 - - 1" SCH 40 supply line
 - - sewer line
 - - water line
 - - drip line
 - ★ - test holes



5% SLOPE

- NOTES:**
- Water line will be sleeved where it crosses sewer line and 10' beyond to provide equivalent protection under setback requirements of TAC 285.
 - Cleanout every 100' in every open area.
 - 3" or 4" SCH 40 sewer pipe from RVs, clubhouse, and laundry room to tanks.
 - 3" or 4" SCH 40 sewer pipe from RVs.
 - Total Doubling Area = 28788 sq. ft.

REVISED

3:13 pm, Jul 09, 2019

VOID

D.A.D SERVICES, INC.
DOUGLAS R. DOWLEARN
703 W. CANON BLVD., BLANCO, TX 78606
Designed for: Sunburst Com 2017, LLC



Douglas R. Dowlearn

715119

The installation site is on Lot 6R, Unit 1 of the Sunburst Ranch Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from two efficiencies, two washers, and fifty RVs, along with effluent from an OSSF with the existing permit #105992 which includes 12 - 1 Bed cottages; 4 - 2 BR<1500 sq. ft. cottages; and 2 - 3 BR<2500 sq. ft. cottages. The proposed method of wastewater treatment is aerobic treatment with drip irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the RVs, efficiencies and two washers to a 3000 gallon pre-treatment tank, which flows into a 3000 gallon flow equalization tank with dual alternating pumps, which flows into a (2) 1500 gpd aerobic treatment plants, which then flows to a 2000 gallon pump tank with dual alternating pumps and a liquid chlorinator. The pumps are activated by a time controller allowing the distribution 8 times per day with a 40 minute run time with float switches set to pump 2600 gallons per day. A high level audible and visual alarm will activate should the pump fail. Distribution from the pump is through a self flushing 120 mesh spin filter, then through a 1" SCH-40 manifold with a 4 Zone K- Rain Valve which will split run times to 10 minutes per Zones 5-8 (shown in the schematic.) Zones 5-8 will each have 1625 linear feet of drip lines set approximately two feet apart with 0.6 emitters set every two feet, as per the attached schematic. A pressure gauge and hose bib installed in the pump tank on the manifold to the field will maintain pressure at 20 psi. A 1 ¼" SCH-40 return line is installed to periodically flush the system by cycling a 1 ¼" ball valve. Solids caught in the spin filter are flushed each cycle back to the trash tank. A gate valve will be installed at the top of the return line in each zone to control flushing. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. The placement of the drip tubing will be on soil that has been roughed up and 2" of Class II added; the tubing will be covered with 6" of Class II soil. The same type of system will be used to treat effluent from existing permit #105992, however the effluent will flow into Zones 1-4 (as shown in the schematic) with each zone having 1500 linear feet of drip lines, and the flow equalization tank will be 2000 gallons instead of 3000 gallons. The float switches will be set to pump 2400 gallons per day instead of the 2600 gallons per day that Zones 5-8 will require.

VOID**DESIGN SPECIFICATIONS:**Existing System (permit #105992) - Zones 1-4

Daily Waste Flow: 2400 gpd

Application rate: 0.2

Application area required: $2400/.2 = 12000$ ft. sq.

Application area utilized: 12000 sq. ft.

Pump tank reserve capacity: 1200 gal minimum

New System - Zones 5-8

Daily Waste Flow: 2600 gpd

Application rate: 0.2

Application area required: $2600/.2 = 13000$ ft. sq.

Application area utilized: 13000 sq. ft.

Pump tank reserve capacity: 1200 gal minimum

*Douglas R. Dowlearn*

715119

VOID**SYSTEM COMPONENTS:**

SCH 40 PVC sewer line

1" purple PVC supply line

2 - 3000 gallon pretreatment tank

1 - 2000 gallon flow equalization tank with dual alternating pumps

1 - 3000 gallon flow equalization tank with dual alternating pumps

4 - 1500 gpd aerobic treatment plants with manual or timed controls

2 - 2000 gallon pump tanks with dual alternating pumps

2 Liquid chlorinators

2 - 4 zone K-Rain Valves

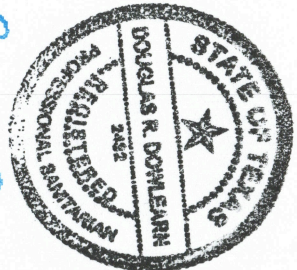
8 - Gate Valves

LANDSCAPING:

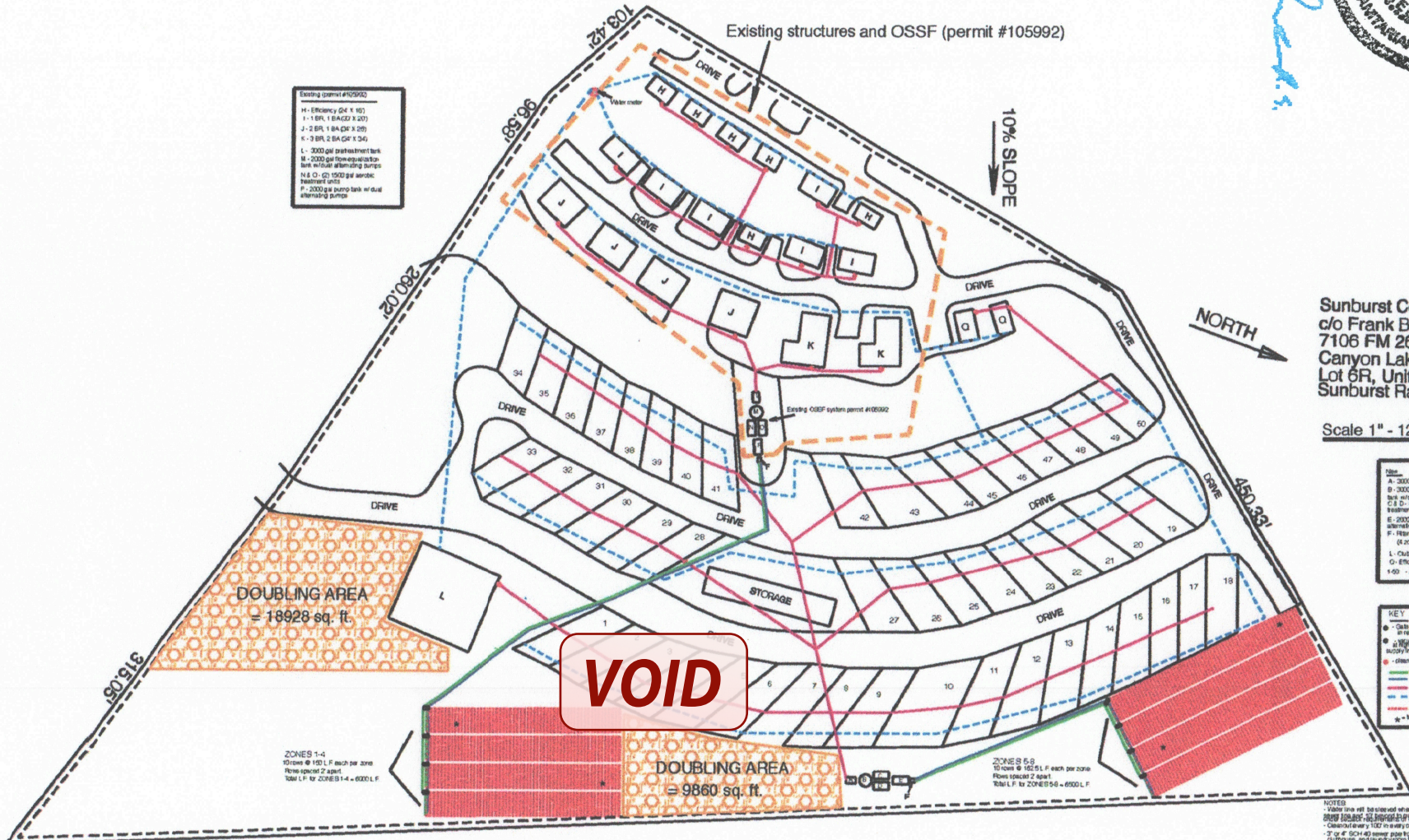
The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the drip disposal must be covered with a ground cover such as grass seed or sod prior to the final inspection. The drip disposal tubing will be laid on top of roughed up soil covered with 2" of Class II soil; the tubing will then be covered with 6" of Class II soil. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

VOID

7/10/19
Frank Bass



Existing permit #105992
H - Efficiency 64 x 102
I - 1 BR, 1 BA (27 x 20)
J - 2 BR, 1 BA (27 x 20)
K - 3 BR, 2 BA (27 x 24)
L - 3000 gal pretreatment tank
M - 2000 gal flow equalization tank w/ dual alternating pumps
N & O - (2) 1500 gal aerobic treatment tanks
P - 2000 gal pump tank w/ dual alternating pumps



Sunburst Com 2017, LLC
c/o Frank Bass
7106 FM 2673
Canyon Lake, TX 78133
Lot 6R, Unit 1
Sunburst Ranch

Scale 1" = 120'

KEY
A - 3000 gal pretreatment tank
B - 2000 gal flow equalization tank w/ dual alternating pumps
C, D, E - (2) 1500 gal aerobic treatment tanks
F - 2000 gal pump tank w/ dual alternating pumps
G - Filter and 4-Flan Valve (4 zone 4-Flan Valve)
H - Outflow (2 weathers)
I - Efficiency 64 x 102
1-00 - PAV

KEY
● - Gate valve to control flow in return line
● - 12" SCH 40 supply line
● - 12" SCH 40 flush line
● - same line
● - main line
● - stop line
● - lift hole

DOUBLING AREA
= 18928 sq. ft.

VOID

ZONES 1-4
10 rows @ 192 L.F. each per zone
Flow equalizer 2 apart
Total L.F. for ZONES 1-4 = 6000 L.F.

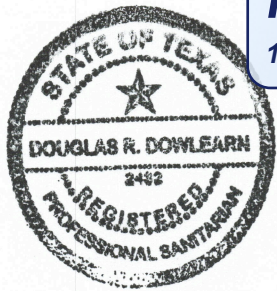
DOUBLING AREA
= 9860 sq. ft.

ZONES 5-8
10 rows @ 192 L.F. each per zone
Flow equalizer 2 apart
Total L.F. for ZONES 5-8 = 6000 L.F.

NOTES
Water flow will be allowed where it crosses
over 100' x 100' concrete pad
Camber every 100' in every zone area
3" or 4" SCH 40 sewer pipe from PAV to building, and main from PAV to lift
3" or 4" SCH 40 sewer pipe from PAV
Total Doubling Area = 28788 sq. ft.

5% SLOPE

REVISED
12:39 pm, Jul 10, 2019



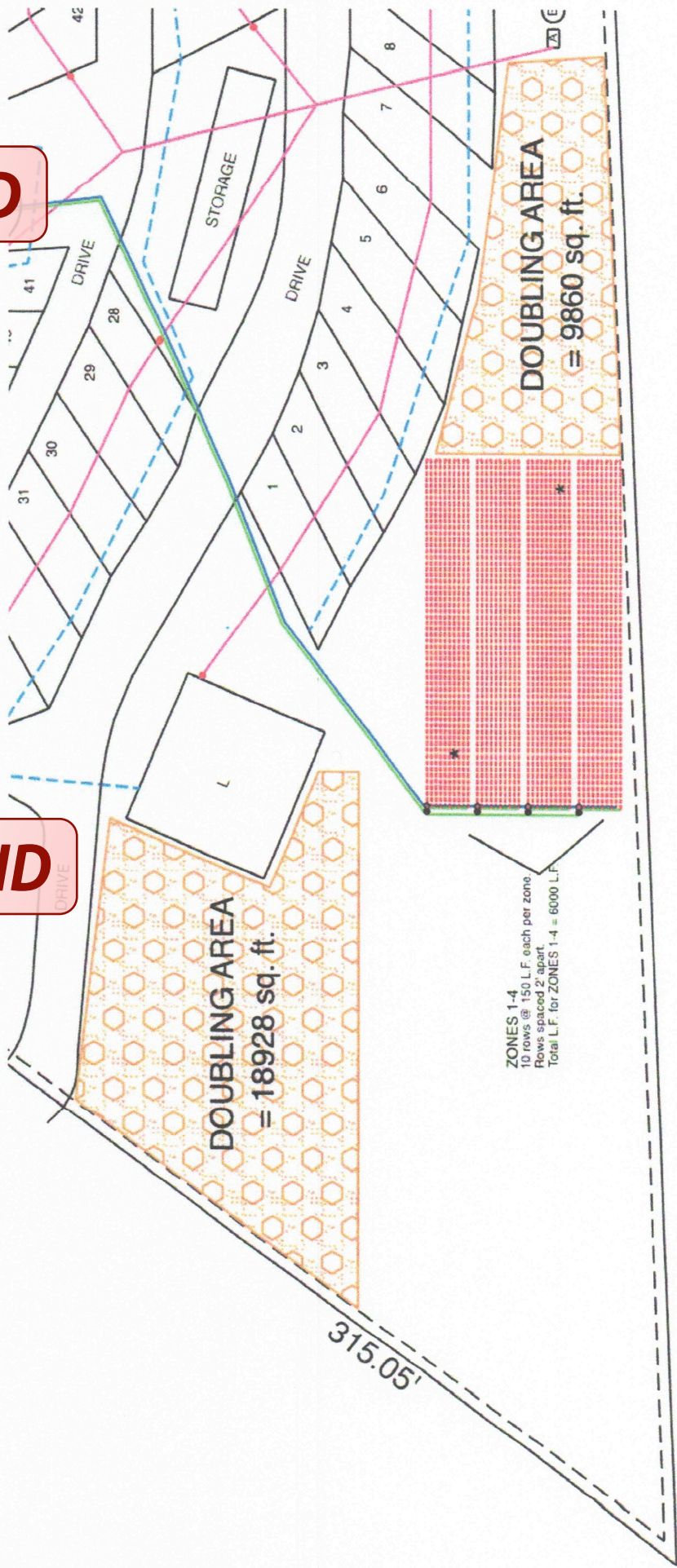
REVISED
12:39 pm, Jul 10, 2019

Douglas R. Dowlearn
7/10/19

SCALE 1" = 67'

VOID

VOID





Ritzen, Brenda

From: Ritzen, Brenda
Sent: Tuesday, July 9, 2019 3:54 PM
To: 'doug dowlearn'
Cc: Frank Bass; Cody Rathmell; doug dowlearn
Subject: RE: 7106 FM 2673 - 109317

Sandra,

I have reviewed the revised planning materials and found that the following information is needed:

-  Based on the depth of soils on the soil evaluation report, a design rate of .1 is required.
-  Some of the design details on the design pages are blurry. Please resubmit a clear more legible copy of the design pages.

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: doug dowlearn <txseptic@gmail.com>
Sent: Sunday, July 7, 2019 4:38 PM
To: Ritzen, Brenda <rabbjr@co.comal.tx.us>
Cc: Frank Bass <fbasil@gvtc.com>; Cody Rathmell <codyrathmell@gmail.com>; doug dowlearn <dougdownlearn@yahoo.com>
Subject: 7106 FM 2673 - 109317

Please find attached the deficiency correction packet for subject permit addressing your comments of July 3, 2019.

Thank you for your continued processing of this permit request.

Sandra Ginder
Office Manager
D.A.D. Services, Inc.

OSSF SOIL EVALUATION REPORT INFORMATION



Date: 7/5/19
Applicant Information:
Name: Sunburst Com 2017 LLC c/o Frank Bass
Address: 175 Bendel Ranch Road
City, State & Zip Code: New Braunfels, TX 78133
Phone: 830.743.1258
Email: fbasil@gvtc.com

Site Evaluator Information:
Name: Douglas R. Dowlearn
Company: D.A.D. Services, Inc.
Address: 703 Oak Drive
City, State & Zip: Blanco, TX 78606
Phone: (210)240-2101 **Fax:** (866)260-7687
Email: txseptic@gmail.com

Property Location:
Lot: 6R **Unit:** 1 **Subdivision:** Sunburst Ranch
Street/Road Address: 7106 FM 2673
City: Canyon Lake **Zip:** 78133
Additional Info: Comal County/10.065 Acres

Installer Information:
Name: Douglas Dowlearn
Company: D.A.D. Services, Inc.
Address:
City, State & Zip:
Phone: **Fax:**

Depth	Texture Class	Soil Texture	Structure (For Class III - blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-6" Clay Loam 6" + Limestone	VOID	<30% Gravel	6" + Limestone	None
Soil Boring #2 60"		Same as above				

DESIGN SPECIFICATIONS

Application Rate (RA): 0.2

OSSF is designed for:

NEW SYSTEM - Effluent flows to Zones 5-8 (As show per schematic)
 2 - Efficiencies (100 gpd each); 2 - Washers (200 gpd each); 50 - RVs (40 gpd each)
 2600 Gallons per day

EXISTING SYSTEM - Effluent flow to zones 1-4 (As show per schematic)
 12 - 1 Bed cottages (100 gpd each); 4 - 2 BR<1500 sq. ft. cottages (180 gpd each); 2 - 3BR<2500 sq. ft. (240 gpd each)
 - TOTAL 2400 gpd
 Permit #105992 - 2400 Gallons per day
 Total gallons per day required with NEW SYSTEM plus EXISTING SYSTEM = 5000 Gallons per day required

An aerobic treatment/drip disposal system is to be utilized based on the site evaluation.
 25000 sq. ft. disposal area required
 (4) 1500 gallon/day aerobic tanks required

Calculations:

Absorption Area: $Q/RA = 5000/0.2 = 25000$ Sq. Ft.
 Total Linear Feet Drip Tubing: 12500 ft of Netafim Bioline drip tubing with 0.6 gph emitters.

Zone 1-4 = 6000 L.F. drip tubing/4 zones = 1500 L.F. drip tubing per zone.
 Pump Requirement: 750 emitters @ 0.6 gph @20psi = 7.5 gpm

Zone 5-8 = 6500 L.F. drip tubing/4 zones = 1625 L.F. drip tubing per zone.
 Pump Requirements: 813 emitters @ 0.6 gph @20psi = 8.13 gpm
 Pumps: 20 GPM Sta-Rite submersible pumps.

VOID

SITE AREA

REVISED
3:13 pm, Jul 09, 2019

Presence of 100-year flood zone: NO
Existing or proposed water well in nearby area: NO
Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO
Organized sewage service available to lot: NO

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

Site Evaluator:

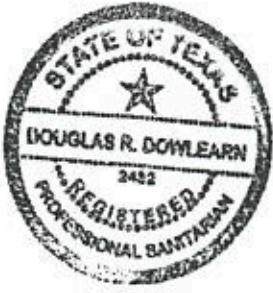
NAME: Douglas R. Dowlearn, R.S.

License No. OS9902 - Exp. 6/30/2020

TDH: #2432 - Exp. 2/28/2021

Signature: 

VOID



Douglas R. Dowlearn
7/5/19

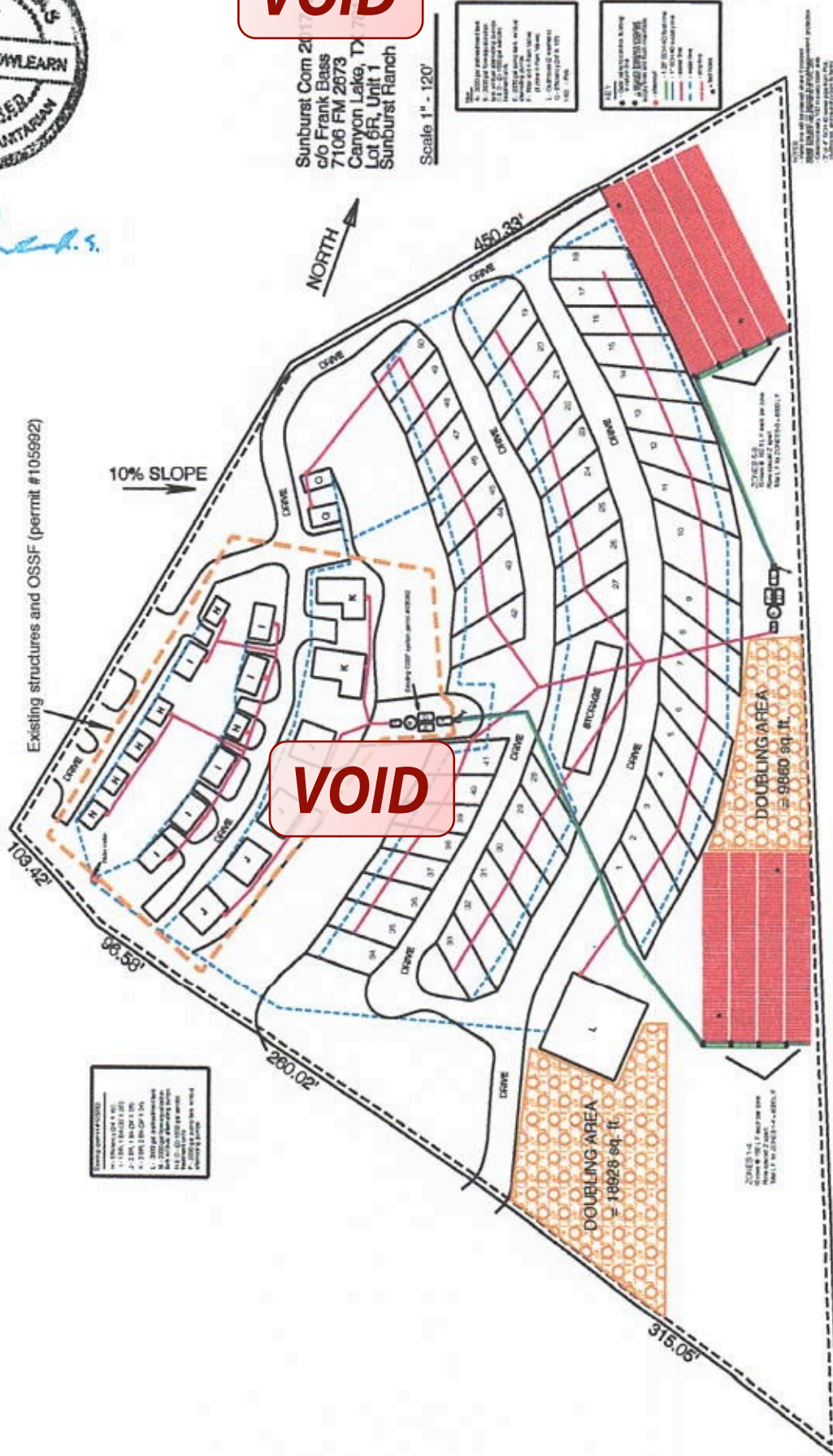
VOID

Sunburst Com 2011
c/o Frank Bass
7106 FM 2673
Canyon Lake, TX 77705
Lot 6R, Unit 1
Sunburst Ranch

Scale 1" = 120'

5% SLOPE

REVISED
3:03 pm, Jul 09, 2019





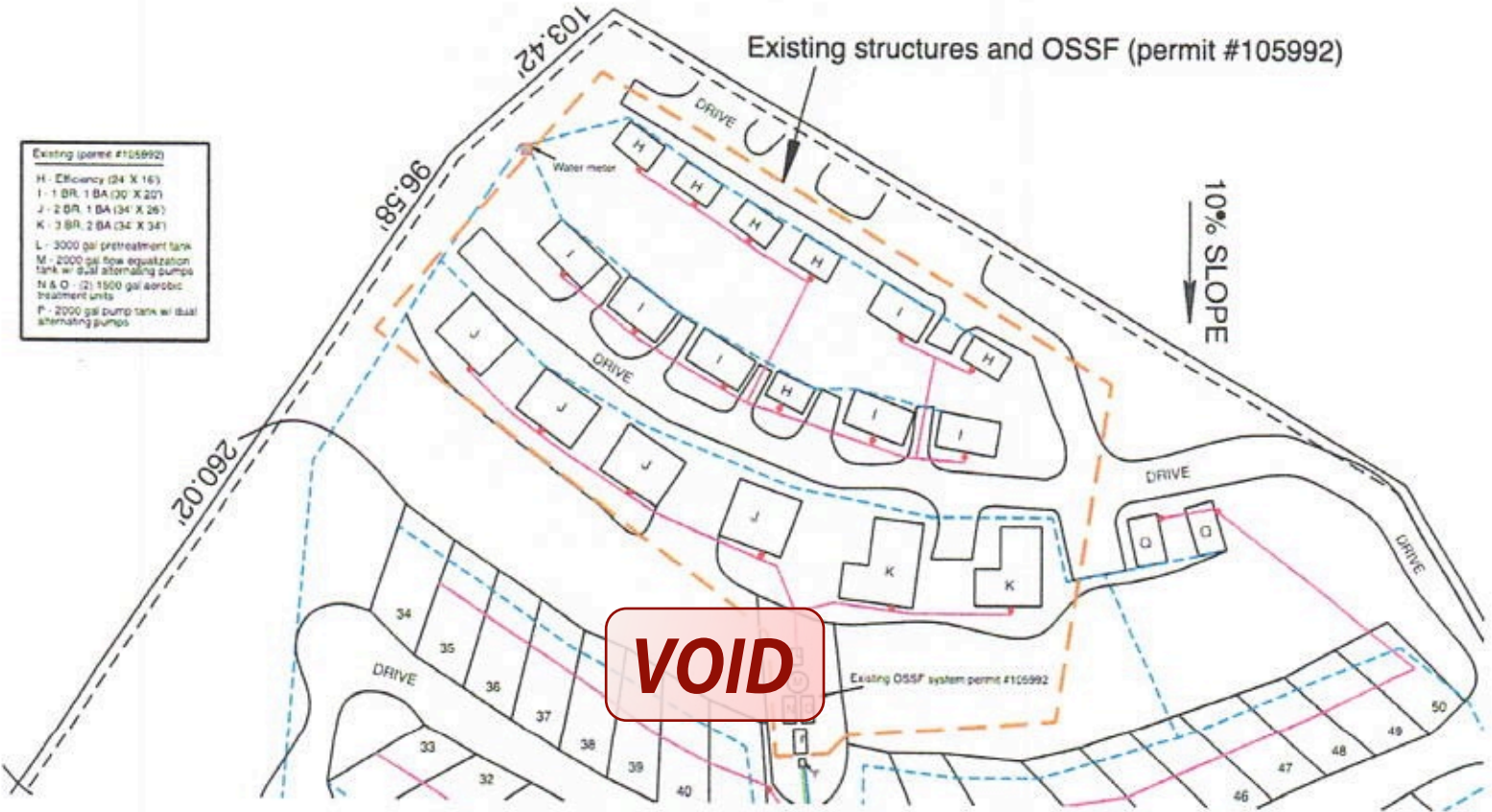
Douglas R. Dowlearn

715119

VOID

REVISED
3:03 pm, Jul 09, 2019

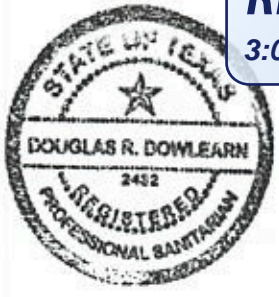
- Existing (permit #105992)
- H - Efficiency (24" X 16")
 - I - 1 BR, 1 BA (30" X 20")
 - J - 2 BR, 1 BA (34" X 26")
 - K - 3 BR, 2 BA (34" X 34")
 - L - 3000 gal pretreatment tank
 - M - 2000 gal flow equalization tank w/ dual alternating pumps
 - N & O - (2) 1500 gal aerobic treatment units
 - P - 2000 gal pump tank w/ dual alternating pumps



VOID

SCALE 1" = 86'

REVISED
3:03 pm, Jul 09, 2019

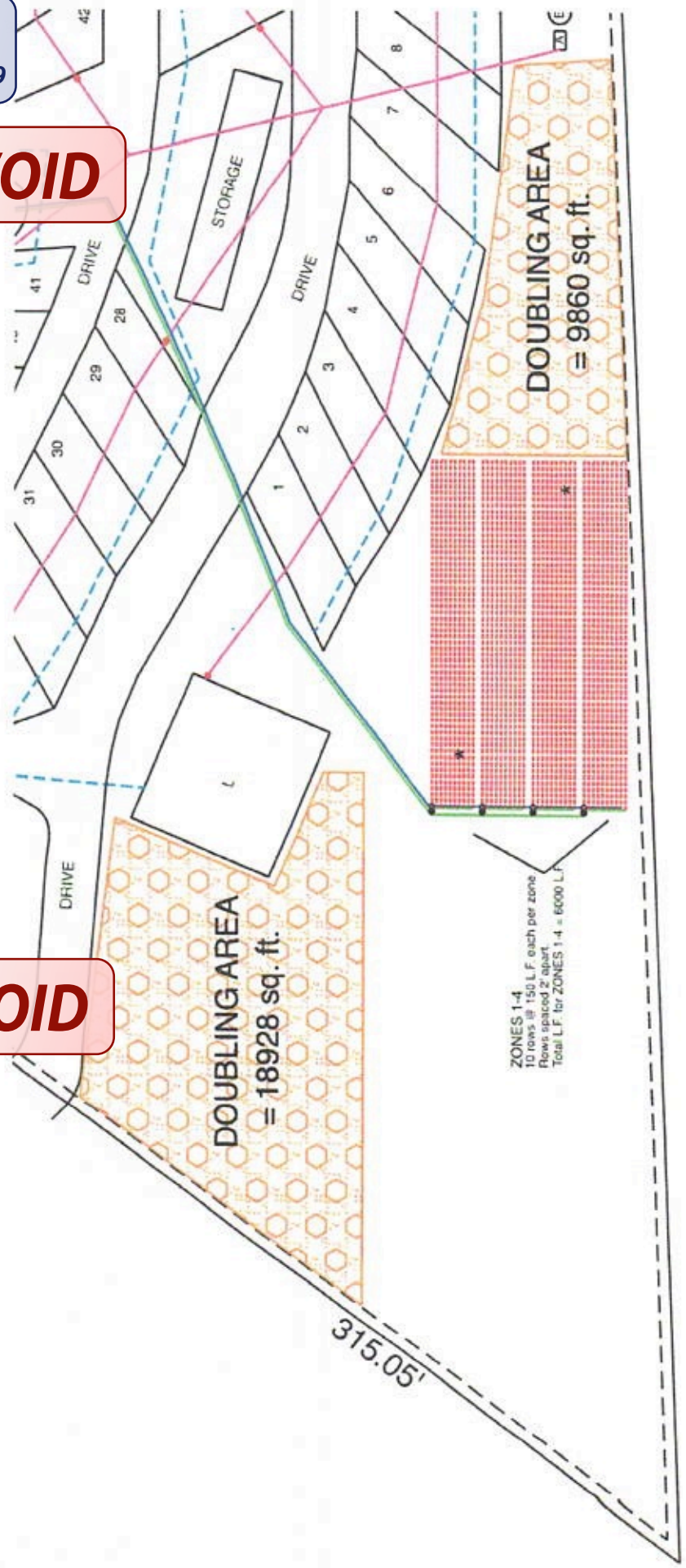


Douglas R. Dowlearn, P.E.
715/119

SCALE 1" = 67'

VOID

VOID





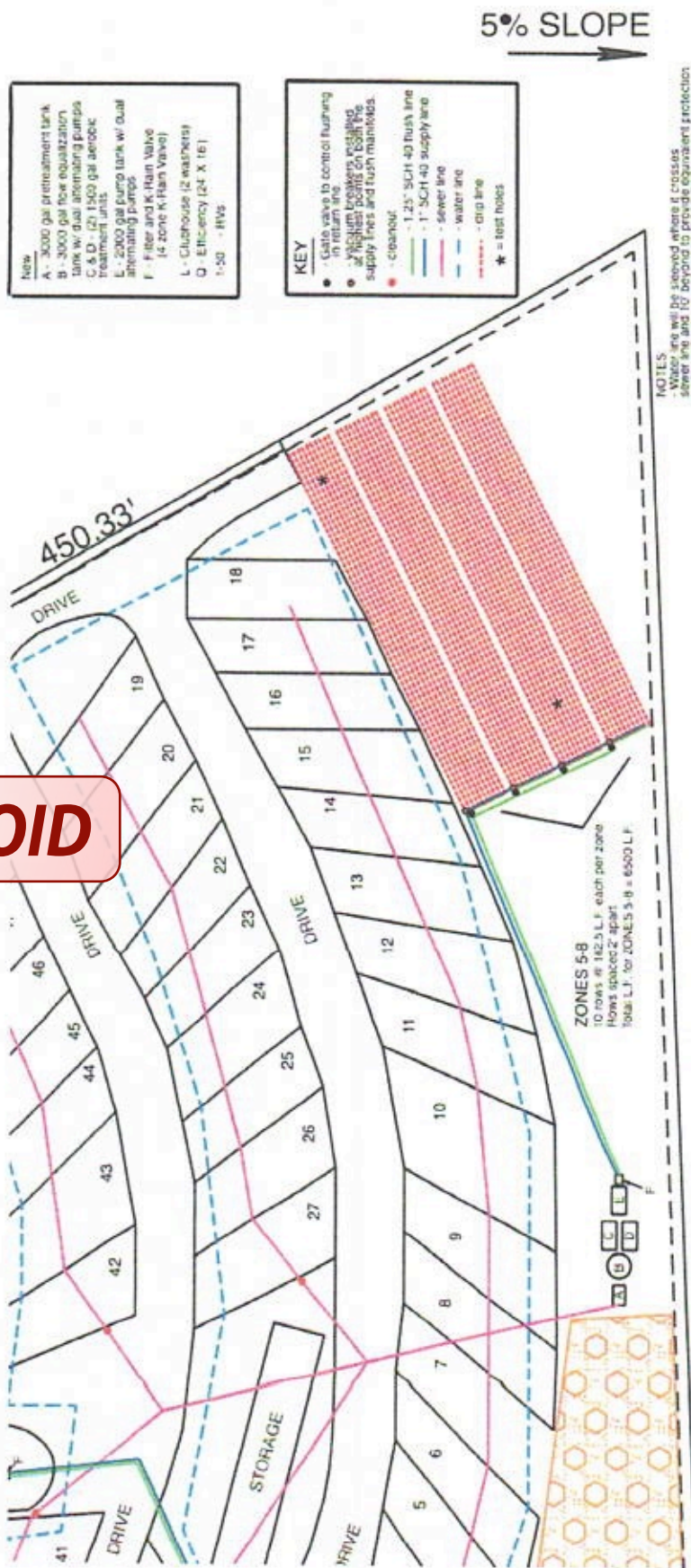
Douglas R. Dowlearn
715119

VOID

REVISED
3:04 pm, Jul 09, 2019

SCALE 1" = 69'

VOID




Ritzen, Brenda

From: Ritzen, Brenda
Sent: Wednesday, July 3, 2019 12:41 PM
To: 'fbasil@gbtc.com'
Cc: 'doug dowlearn'
Subject: Permit 109317

Re: Sunburst Ranch Unit 1 Lot 6R
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Dear property owner & agent,

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

1.  Since this permit will be replacing permit 105992 all existing construction must be included on the permit application, gpd breakdown must be included within the planning materials, and the structures must be identified on the design along with all sewer piping.
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

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

Date 6-19-19

Permit # 109317

VOID

Owner Name Sunburst Com 2017 LLC
Mailing Address 175 Bendel Ranch Road
City, State, Zip New Braunfels, TX 78133
Phone # 830.743.1258
Email fbasil@gvvc.com

Agent Name Douglas R. Dowlearn
Agent Address 703 Oak Drive
City, State, Zip Blanco, TX 78606
Phone # 210.240.2101
Email txseptic@gmail.com

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

Subdivision Name Sunburst Ranch Unit 1 Lot 6R Block _____
Acreage/Legal 10.065 Acres
Street Name/Address 7106 FM 2673 City Canyon Lake Zip 78133

Type of Development:

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

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Non-Single Family Residential
(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)
Type of Facility _____
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants _____
Restaurants, Lounges, Theaters - Indicate Number of Seats _____
Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds _____
Travel Trailer/RV Parks - Indicate Number of Spaces 50 (40 gpd each)
Miscellaneous 2 washers (200 gpd each), 2 efficiencies (100 gpd each), effluent from existing permit #105992 (2400 gpd)

VOID

Estimated Cost of Construction: \$ \$96,000 (Structure Only) Complete

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.

F.R.
Signature of Owner

6-19-19
Date Sign Date

OSSF SOIL REPORT INFORMATION

VOID

Date: 6/19/19
Applicant Information:
Name: Sunburst Com 2017 LLC c/o Frank Bass
Address: 175 Bendel Ranch Road
City, State & Zip Code: New Braunfels, TX 78133
Phone: 830.743.1258
Email: fbasil@gvtc.com

Site Evaluator Information:
Name: Douglas R. Dowlearn
Company: D.A.D. Services, Inc.
Address: 703 Oak Drive
City, State & Zip: Blanco, TX 78606
Phone: (210)240-2101 **Fax:** (866)260-7687
Email: txseptic@gmail.com

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Property Location:
Lot: 6R **Unit:** 1 **Subdivision:** Sunburst Ranch
Street/Road Address: 7106 FM 2673
City: Canyon Lake **Zip:** 78133
Additional Info: Comal County/10.065 Acres

Installer Information:
Name: Douglas Dowlearn
Company: D.A.D. Services, Inc.
Address:
City, State & Zip:
Phone: **Fax:**

Depth	Texture Class	Soil Texture	Structure (For Class III - blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-6" Clay Loam 6" + Limestone	Blocky	<30% Gravel	6" + Limestone	None
Soil Boring #2 60"		Same as above				

VOID

DESIGN SPECIFICATIONS

Application Rate (RA): 0.2

OSSF is designed for:

NEW SYSTEM - Effluent flows to Zones 5-8 (As show per schematic)
2 - Efficiencies (100 gpd each); 2 - Washers (200 gpd each); 50 - RVs (40 gpd each)
2600 Gallons per day

EXISTING SYSTEM - Effluent flow to zones 1-4 (As show per schematic)

Permit #105992 - 2400 Gallons per day

Total gallons per day required with NEW SYSTEM plus EXISTING SYSTEM = 5000 Gallons per day required

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

25000 sq. ft. disposal area required
(4) 1500 gallon/day aerobic tanks required

Calculations:

Absorption Area: $Q/RA = 5000/0.2 = 25000$ Sq. Ft.

Total Linear Feet Drip Tubing: 12500 ft of Netafim Bioline drip tubing with 0.6 gph emitters.

Zone 1-4 = 6000 L.F. drip tubing/4 zones = 1500 L.F. drip tubing per zone.

Pump Requirement: 750 emitters @ 0.6 gph @20psi = 7.5 gpm

Zone 5-8 = 6500 L.F. drip tubing/4 zones = 1625 L.F. drip tubing per zone.

Pump Requirements: 813 emitters @ 0.6 gph @20psi = 8.13 gpm

Pumps: 20 GPM Sta-Rite submersible pumps.

FEATURES OF SITE AREA



Douglas R. Dowle

6/19/19

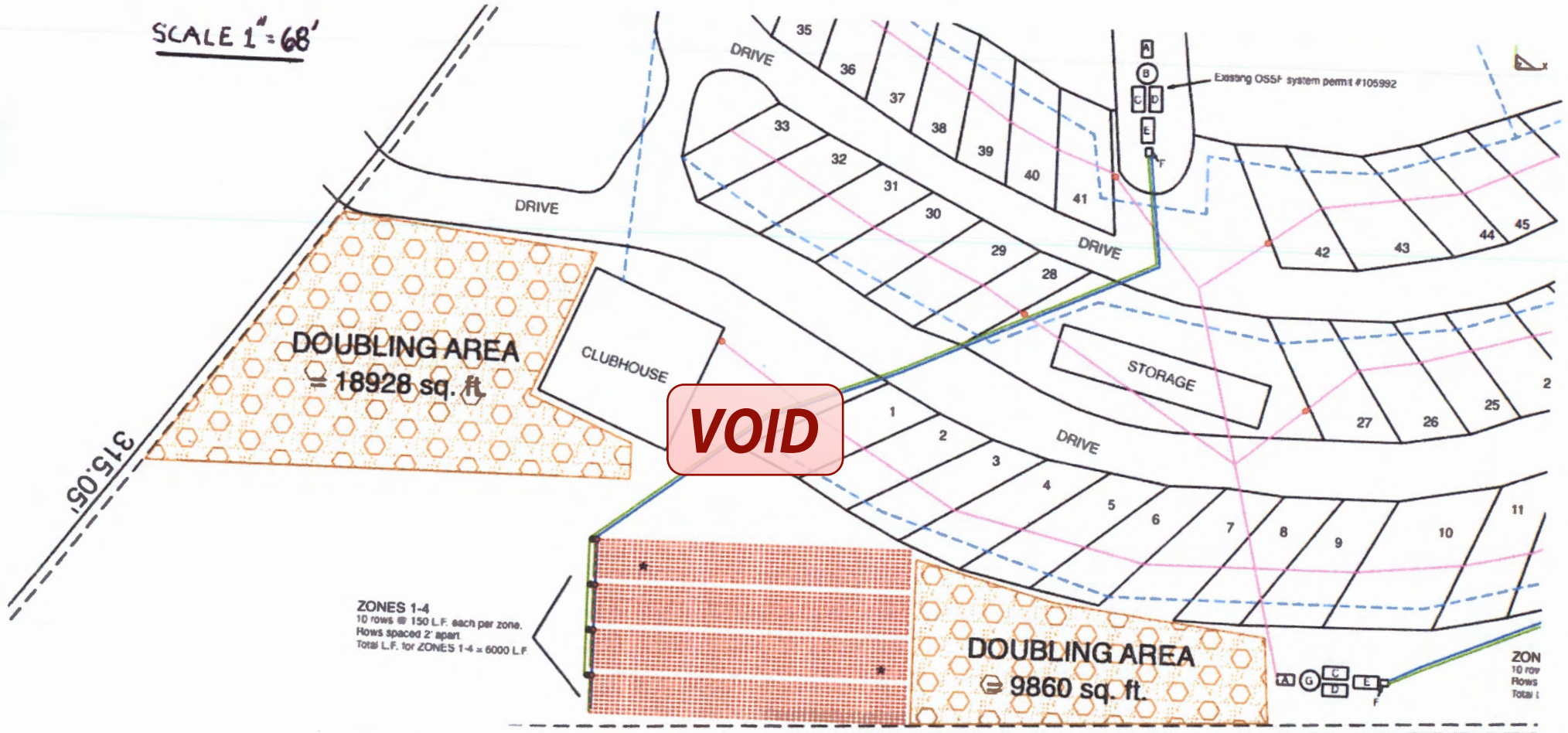
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VOID

SCALE 1"=68'



VOID

DOUBLING AREA
= 18928 sq. ft.

DOUBLING AREA
= 9860 sq. ft.

ZONES 1-4
10 rows @ 150 L.F. each per zone.
Rows spaced 2' apart
Total L.F. for ZONES 1-4 = 6000 L.F.

A G C D E F

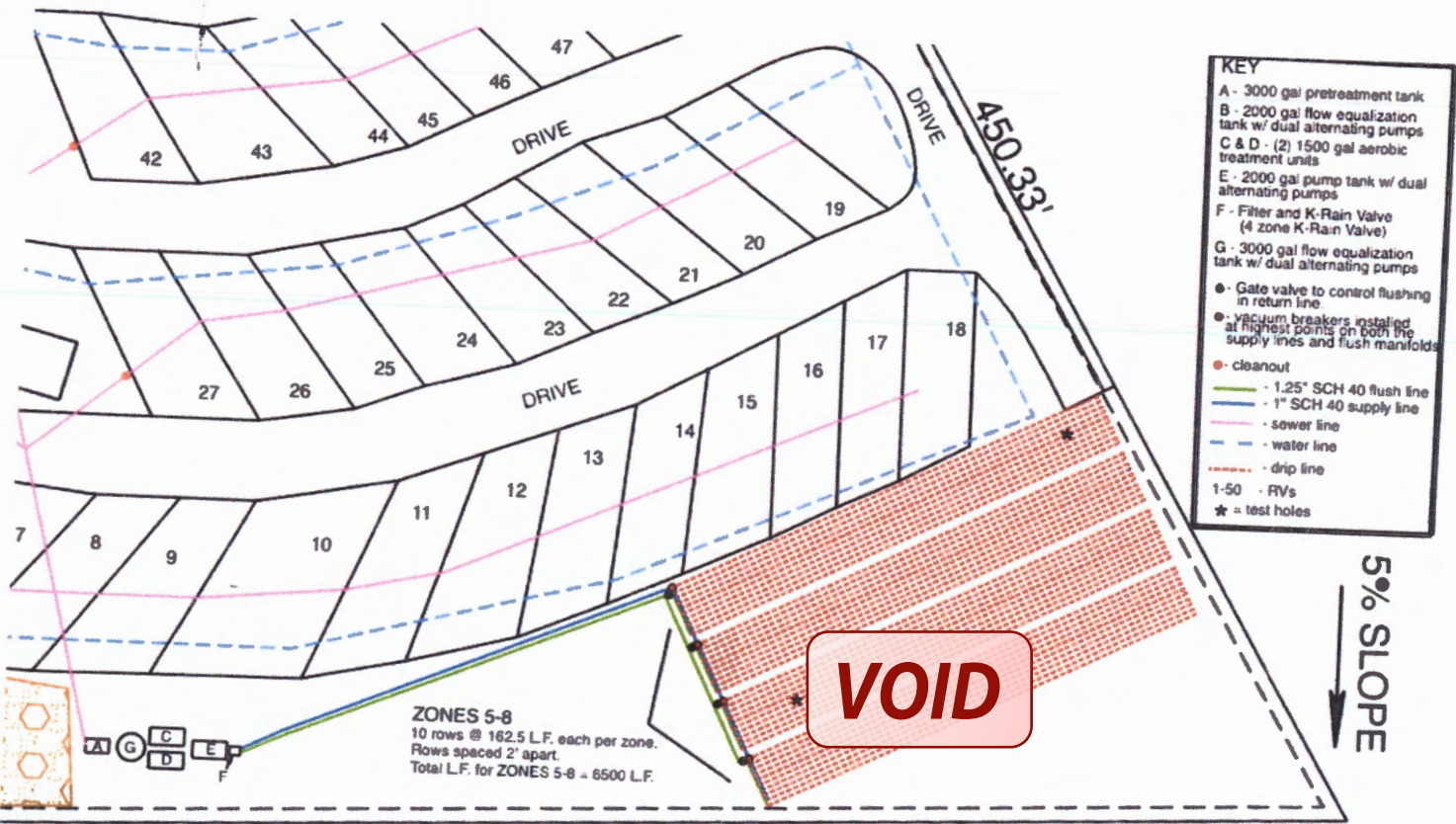
ZON
10 row
Rows
Total



Downlearn D.R.
6/19/19

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VOID



- KEY**
- A - 3000 gal pretreatment tank
 - B - 2000 gal flow equalization tank w/ dual alternating pumps
 - C & D - (2) 1500 gal aerobic treatment units
 - E - 2000 gal pump tank w/ dual alternating pumps
 - F - Filter and K-Rain Valve (4 zone K-Rain Valve)
 - G - 3000 gal flow equalization tank w/ dual alternating pumps
 - - Gate valve to control flushing in return line
 - - vacuum breakers installed at highest points on both the supply lines and flush manifolds
 - - cleanout
 - - 1.25" SCH 40 flush line
 - - 1" SCH 40 supply line
 - - sewer line
 - - water line
 - - - - - drip line
 - 1-50 - RVs
 - ★ - test holes

SCALE 1" = 64'

VOID

- NOTES:**
- Water line will be sleeved where it crosses sewer line and 10' beyond to provide equivalent protection under setback requirements of TAC 285.
 - Cleanout every 100' in every open area.
 - 3" or 4" SCH 40 sewer pipe from RVs, clubhouse, and laundry room to tanks.
 - 3" or 4" SCH 40 sewer pipe from RVs.
 - Total Doubling Area = 26788 sq. ft.

VOID

DESIGN SPECIFICATIONS:

Existing System (permit #105992) - Zones 1-4

Daily Waste Flow: 2400 gpd

Application rate: 0.2

Application area required: $2400/0.2 = 12000$ ft. sq.

Application area utilized: 12000 sq. ft.

Pump tank reserve capacity: 1200 gal minimum

New System - Zones 5-8

Daily Waste Flow: 2600 gpd

Application rate: 0.2

Application area required: $2600/0.2 = 13000$ ft. sq.

Application area utilized: 13000 sq. ft.

Pump tank reserve capacity: 1200 gal minimum



Douglas R. Dowlearn
6/19/19

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SYSTEM COMPONENTS:

- SCH 40 PVC sewer line
- 1" purple PVC supply line
- 2 - 3000 gallon pretreatment tank
- 1 - 2000 gallon flow equalization tank with dual alternating pumps
- 1 - 3000 gallon flow equalization tank with dual alternating pumps
- 4 - 1500 gpd aerobic treatment plants with manual or timed controls
- 2 - 2000 gallon pump tanks with dual alternating pumps
- 2 Liquid chlorinators
- 2 - 4 zone K-Rain Valves
- 8 - Gate Valves

VOID

LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the drip disposal must be covered with a ground cover such as grass seed or sod prior to the final inspection. The drip disposal tubing will be laid on top of roughed up soil covered with 2" of Class II soil; the tubing will then be covered with 6" of Class II soil. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

VOID

Presence of 100-year flood zone: NO
Existing or proposed water well in nearby area: NO
Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO
Organized sewage service available to lot: NO

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

Site Evaluator:
NAME: Douglas R. Dowlearn, R.S.

License No. OS9902 - Exp. 6/30/2020
TDH: #2432 - Exp. 2/28/2021

Signature: 



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6/19/19

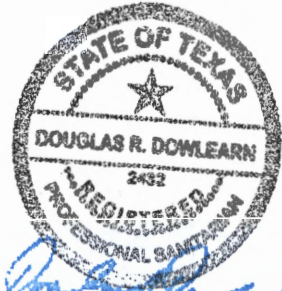
VOID

VOID

VICES, INC.

DOUG DOWLEARN

703 OAK DRIVE, BLANCO, TX 78606
Designed for: Sunburst Com 2017, LLC



Douglas R. Dowlearn
6/19/19

The installation site is on Lot 6R, Unit 1 of the Sunburst Ranch Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from two efficiencies, two washers, and fifty RVs, along with effluent from an OSSF with the existing permit #105992. The proposed method of wastewater treatment is aerobic treatment with drip irrigation. This method was chosen because of unsuitable soil conditions.

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PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the RVs, efficiencies and two washers to a 3000 gallon pre-treatment tank, which flows into a 3000 gallon flow equalization tank with dual alternating pumps, which flows to (2) 1500 gpd aerobic treatment plants, which then flows to a 2000 gallon pump tank with dual alternating pumps and a liquid chlorinator. The pumps are activated by a time controller allowing the distribution 24 times per day with a 16 minute run time with float switches set to pump 2600 gallons per day. A high level audible and visual alarm will activate should the pump fail. Distribution from the pump tank is through a self flushing 120 mesh spin filter, then through a 1" SCH-40 pipe with a 4 Zone K- Rain Valve which will split run times to 4 minutes per Zones 5-8 (shown in the schematic.) Zones 5-8 will each have 1625 linear feet of drip lines set approximately two feet apart with 0.6 emitters set every two feet, as per the attached schematic. A pressure gauge and hose bib installed in the pump tank on the manifold to the field will maintain pressure at 20 psi. A 1 1/4" SCH-40 return line is installed to periodically flush the system by cycling a 1 1/4" ball valve. Solids caught in the spin filter are flushed each cycle back to the trash tank. A gate valve will be installed at the top of the return line in each zone to control flushing. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. The placement of the drip tubing will be on soil that has been roughed up and 2" of Class II added; the tubing will be covered with 6" of Class II soil. The same type of system will be used to treat effluent from existing permit #105992, however the effluent will flow into Zones 1-4 (as show in the schematic) with each zone having 1500 linear feet of drip lines, and the flow equalization tank will be 2000 gallons instead of 3000 gallons.

VOID

5/c



201706023530 05/04/2017 11:52:18 AM 1/5

AMENDMENT TO PLAT

OWNER(S) (as shown on deed(s)): Sunburst Com 2017, LLC

MAILING ADDRESS: 175 Bendel Ranch Rd
New Braunfels, TX 78133

LEGAL DESCRIPTION OF PROPERTY:

NAME OF RECORDED SUBDIVISION PLAT (& UNIT NUMBER, if any): Sunburst Ranch
Unit No. 1

COMAL COUNTY MAP & PLAT RECORDS VOLUME 5 PAGE 30-137 (or) DOC#

LOTS OR TRACTS TO BE COMBINED: 6+7 RESULTING LOT #: 6A

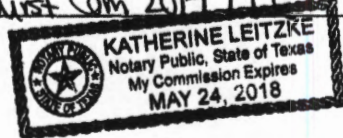
The signatures affixed below will certify that the owner of the described property hereby amends the plat of the property so as to combine the referenced lots or tracts into a single lot or tract. The property owner acknowledges that this Amendment to Plat may not dissolve or alter any existing easements or other property interests that may exist within the boundaries of this property, and that obtaining release or permission from any owner or beneficiary of easement(s) or other property interest(s) affected by this process shall be the responsibility of the property owner. The owner also certifies that any and all lienholders have acknowledged this Amendment to Plat as per the attached Lienholder Acknowledgment(s), if applicable.

[Signature]
Frank Bass OWNER SIGNATURE
Sunburst Com 2017, LLC
NAME PRINTED (& title, if applicable)

[Signature]
OWNER SIGNATURE
Frank Bass / member
NAME PRINTED (& title, if applicable)

STATE OF Texas
COUNTY OF Comal

SWORN TO AND SUBSCRIBED before me by Frank Bass, member of
Sunburst Com 2017, LLC on the 24th day of April, 2017.



[Signature]
NOTARY PUBLIC

APPROVED BY COMMISSIONERS COURT on the 4th day
of May, 2017.

[Signature]
COUNTY JUDGE

ATTEST: [Signature]
COUNTY CLERK



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/04/2017 11:52:18 AM
CASHFOUR 5 Page(s)
201706023530

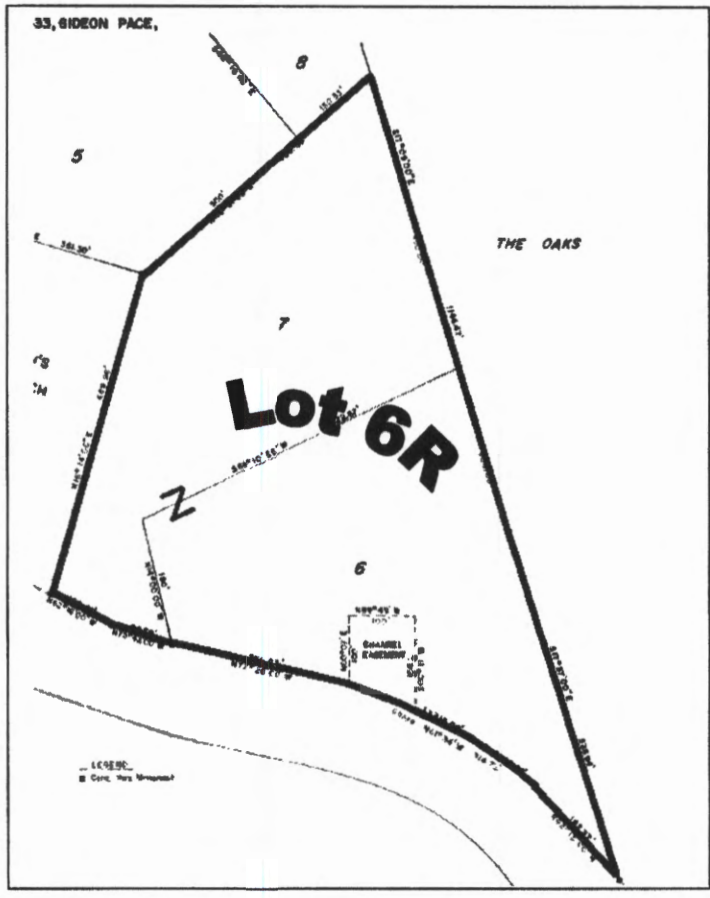
[Signature]

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JUN 24 2019
COUNTY ENGINEER

RECEIVED
APR 24 2017
COUNTY ENGINEER

RECEIVED
JUN 24 2019
COUNTY E

Amendment to Plat
SUNBURST RANCH, UNIT NO. 1
(Volume 5, Page 132-137, Map and Plat Records, Comal County, Texas)
Combining Lots 6 and 7
Establishing Lot 6R



Please refer to the recorded subdivision plat, *Sunburst Ranch, Unit No. 1* (Volume 5, Page 132-137, Map and Plat Records, Comal County, Texas), for original lot dimensions and further information.

Note: The recording information required in this acknowledgement is from the (Warranty) Deed with Vendor's Lien, or Deed of Trust, NOT the Map and Plat Records.

LIENHOLDER ACKNOWLEDGEMENT

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COUNTY ENGINEER

I/we, Sunburst Com 2017, LLL and Jefferson Bank(mortgagee(s)),
owner(s) and holder(s) of a lien (or liens) against the property described in the plat known as
LOT 6+7, SUNBURST RANCH, Unit 1, VOL 5, PAGES 132-137 Comal County
said lien(s) being evidenced by instrument(s) of record in Document No. 201706019651
of the Official Public Records of Comal County, Texas, do hereby in all things subordinate to
said plat said lien(s), and I/we hereby confirm that I am/we are the present owner(s) of said
lien(s) and have not assigned the same nor any part thereof.

The lienholder acknowledges that a foreclosure of said lien(s) will require the preparation of a
subdivision plat if the foreclosure results in a division of a tract of land, pursuant to applicable
state, county, and municipal regulations. The lienholder also acknowledges that the foreclosed
tract may not comply with applicable subdivision regulations without significant modification,
additional access, or other requirements.

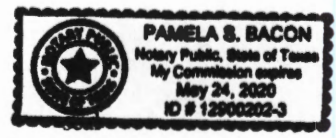
COUNTY ENGINEER

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APR 24 2017

By: Danielle Massey
(Signature(s) of Lienholder(s))
Danielle Massey - Lending Assistant
(Name(s) and Title(s), printed)

STATE OF Texas §
COUNTY OF Comal §

Sworn to and Subscribed before me by Danielle Massey
on the 21st day of April, 2017.



Pamela Bacon
(Notary)
Pamela S. Bacon
(Printed name)

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information
Property ID: 60787 Geo ID: 520220000600
Legal Acres: 0.0000
Legal Desc: SUNBURST RANCH, LOT 6
Situs: 7106 FM 2873 CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 977828 100.00%
SUNBURST COM 2017 LLC
41340 FM 3159
STE 101
CANYON LAKE, TX 78133

Table with 2 columns: For Entities, Value Information. Rows include COMAL COUNTY, COMAL ISD, Credit, ESD #2 (EMS), ESD #3 (FIRE), Lateral Road, Rural Fire #4, Improvement HS, Improvement NHS, Land HS, Land NHS, Productivity Market, Productivity Use, Assessed Value.

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JUN 24 2019
COUNTY ENGINEER

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Table with 6 columns: Year, Entity, Taxable, Tax Due, Disc/Paid, Attorney Fee, Total Due. Totals row shows 0.00 for Tax Due, Disc/Paid, Attorney Fee, and Total Due.

Effective Date: 04/21/2017

Total Due if paid by: 04/30/2017 0.00



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APR 24 2017
COUNTY ENGINEER

Table with 2 columns: Tax Certificate issued for, Taxes Paid in 2016. Rows include COMAL COUNTY, Lateral Road, COMAL ISD, ESD #2 (EMS), ESD #3 (FIRE).

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

Date of Issue: 04/21/2017
Requested By: SUNBURST COM 2017 LLC
Fee Amount: 10.00
Reference #:

Signature of Authorized Officer of Collecting Office

Issued By:
Comal County Tax Office
PO Box 659480
San Antonio, TX 78265-9480

Property Information
Property ID: 60788 Geo ID: 520220000700
Legal Acres: 0.0000
Legal Desc: SUNBURST RANCH, LOT 7
Situs: 0 FM 2673 CANYON LAKE, TX 78133
DBA:
Exemptions:

Owner ID: 977828 100.00%
SUNBURST COM 2017 LLC
41340 FM 3159
STE 101
CANYON LAKE, TX 78133

For Entities	Value Information	
COMAL COUNTY	Improvement HS:	0
COMAL ISD	Improvement NHS:	0
Credit	Land HS:	0
ESD #2 (EMS)	Land NHS:	65,100
ESD #3 (FIRE)	Productivity Market:	0
Lateral Road	Productivity Use:	0
Rural Fire #4	Assessed Value	65,100

RECEIVED
JUN 24 2019
COUNTY ENGINEER

Current/Delinquent Taxes

This is to certify that, after a careful check of the tax records of this office, the following delinquent taxes, penalties, interest and any known costs and expenses as provided by Tax Code §33.48, are due on the described property for the following taxing unit(s):

Taxing Unit	Taxable	Tax Due	Disc./Pen.	Attorney Fee	Total Due
Totals:		0.00	0.00	0.00	0.00

Effective Date: 04/21/2017

Total Due if paid by: 04/30/2017 0.00



RECEIVED
APR 24 2017
COUNTY ENGINEER

Tax Certificate Issued for:	Taxes Paid In 2016
COMAL COUNTY	190.62
Lateral Road	32.62
COMAL ISD	904.89
ESD #2 (EMS)	39.06
ESD #3 (FIRE)	52.08

If applicable, the above-described property has/is receiving special appraisal based on its use, and additional rollback taxes may become due based on the provisions of the special appraisal (Comptroller Rule 9.3040) or property omitted from the appraisal roll as described under Tax Code Section 25.21 is not included in this certificate [Tax Code Section 31.08(b)].

Pursuant to Tax Code Section 31.08, if a person transfers property accompanied by a tax certificate that erroneously indicates that no delinquent taxes, penalties or interest are due a taxing unit on the property or that fails to include property because of its omission from an appraisal roll, the unit's tax lien on the property is extinguished and the purchaser of the property is absolved of liability to the unit for delinquent taxes, penalties or interest on the property or for taxes based on omitted property. The person who was liable for the tax for the year the tax was imposed or the property was omitted remains personally liable for the tax and for any penalties or interest.

A tax certificate issued through fraud or collusion is void.

This certificate does not clear abuse of granted exemptions as defined in Section 11.43 Paragraph(1) of the Texas Property Tax Code.

May Be Subject to Court Costs if Suit is Pending

[Signature]
Signature of Authorized Officer of Collecting Office

Date of Issue: 04/21/2017
Requested By: SUNBURST COM 2017 LLC
Fee Amount: 10.00
Reference #:

REC'D
JUN 24 2019
COUNTY

New Braunfels Title Co.
G.F.# 085413SF

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.

**CONSTRUCTION LOAN DEED OF TRUST,
SECURITY AGREEMENT AND FINANCING STATEMENT**

DATED EFFECTIVE AS OF: April 13, 2017

1. **Conveyance.** Sunburst Com 2017, LLC, a Texas limited liability company ("Borrower", whether one or more), for the purpose of securing the indebtedness described in this Deed of Trust, Security Agreement, and Financing Statement (the "Deed of Trust") and for the further consideration of the uses, purposes, and trusts described in this Deed of Trust, has granted, sold, and conveyed, and does grant, sell, and convey, unto Danny B. Butler, Trustee, and Trustee's substitutes or successors, all of Borrower's right, title, and interest in and to the following described property (collectively, the "Property"):

(a) The following described real property located in Comal County, Texas, together with all of Borrower's right, title, and interest in (i) all easements, streets, roads, alleys, rights-of-way, and other rights of ingress and egress, whether proposed, existing, or vacated, that are either on, abutting, adjacent, or appurtenant to the real property or the Improvements (as defined below); (ii) all other easements and licenses of any type or for any purpose whatsoever, whether proposed, existing, vacated, that are either on, abutting, adjacent, or appurtenant to the real property or Improvements; (iii) all strips or gores between the real property and abutting or adjacent properties; (iv) all water, water rights, and water stock appurtenant to the real property; and (v) all timber and crops appurtenant to the real property (the "Land"):

Lots 6 and 7, SUNBURST RANCH, UNIT NO. 1, a Subdivision in Comal County, Texas, according to map or plat recorded in Volume 5, Pages 132-137, Comal County, Texas Map and Plat Records.

(b) All buildings, structures, parking areas, and other improvements of any kind or nature, now or at any time in the future located, placed, constructed, or renovated upon any part of the Land and all additions, alterations, and appurtenances thereto (the "Improvements").

(c) All substances in, on, under, or above the Land which are now, or may become in the future, intrinsically valuable (that is, valuable in themselves) and which now or may be in the future enjoyed through extraction or removal from the Land, including without limitation, oil, gas, and all other hydrocarbons, coal, lignite, carbon dioxide and all other non-hydrocarbon gases, uranium and all other radioactive substances, any gold, silver, copper, iron, and all other metallic substances or ores (the "Minerals").

(d) All water, water rights, permits, claims, and easements benefitting the Land and the water stock, rights and appurtenances thereto and other water rights associated with the Land derived from any water source or water well located on or benefitting the Land (the "Water Rights") including but not limited to: (i) the authorization to withdraw, annually groundwater from any and all groundwater reservoirs for which Borrower holds the "Water Permits" (as defined below), (ii) the right to withdraw and/or beneficially use the groundwater specified in any of the Water Permits, and (iii) all real and personal property rights, appurtenances, permits, authorities, licenses, consents, and contracts, if any, pertaining either to the items described in subsections (i) and/or (ii) of this paragraph, including the right to transfer, lease, sell or enter into a contract for the production of the Water Rights and to designate the point of the withdrawal of such Water Rights.

(e) All perpetual rights to withdraw groundwater from any groundwater reservoir as authorized in any permit (the "Water Permits") issued by the groundwater conservation district or other government subdivision having the authority to regulate the spacing of water wells or the production from water wells [or both] (a

"Groundwater Conservation District"), as well as (i) any additions, amendments, or other modifications or changes to any such Water Permits, and (ii) any and all rights of any nature or kind associated with any such Water Permits.

(f) All materials, supplies, equipment, apparatus, and other goods of every type, now or in the future, either attached to or installed on the Land or Improvements, or which in some fashion are deemed to be fixtures to the Land or Improvements under the laws of the State of Texas, including Article 9 of the Texas Business and Commerce Code, other than those owned by tenants under any leases (the "Fixtures"). The term "Fixtures" shall include, without limitation, all types (or items) of property described herein to the extent that the same may be deemed fixtures under applicable law.

(g) All materials, supplies, equipment, apparatus, and other goods of every type, now or in the future, either attached to, installed on, located on, or utilized in connection with the construction, development, improvement, ownership, use, or operation of the Property (the "Personal Property"), including without limitation, the following: (i) all surveys of the Property; (ii) all plans, working drawings, and specifications for the construction, development, or improvement of the Property; (iii) all floor and wall coverings, including without limitation, carpets, rugs, and paneling; (iv) all interior and exterior window and door coverings, including without limitation, all shades, blinds, drapes, cornice boards, curtain rods, screens, awnings, storm windows, and storm doors; (v) all furniture, cabinets, shelves, mirrors, and other furnishings; (vi) all interior and exterior plantings and landscaping; (vii) all equipment, facilities, and systems used for the purposes of generating, supplying, or distributing heating, cooling, electricity, gas, water, air, and light to or for the Property and all related materials and supplies, including without limitation, all machines, engines, boilers, heaters, dynamos, furnaces, incinerators, compressors, chillers, pumps, fans, vents, blowers, ducts, light fixtures, wiring, and conduits; (viii) all utility equipment, facilities, and systems and related materials and supplies, including without limitation, all fresh water, wastewater, gas, electric, and solar utility equipment, facilities, and systems and related materials and supplies; (ix) all plumbing equipment and plumbing fixtures, facilities, and systems and related materials and supplies; (x) all fire detection, prevention, and extinguishing equipment, facilities, systems, and related materials and supplies, including without limitation, heat and smoke detectors, alarms, and sprinkler systems; (xi) all security and access control equipment, facilities, and systems, and related materials and supplies, including without limitation, cameras, motion detectors, alarms, gates, guard houses, lighting, cable, wiring, and conduits; (xii) all water sprinkling, landscaping, lighting, traffic control, and signage equipment, facilities, and systems and related materials and supplies, including without limitation, all plant and lawn maintenance equipment; (xiii) all sewage collection, treatment, and storage equipment, facilities, and systems and related materials and supplies, including without limitation, collection lines, lift stations, pumps, and sewage treatment plants; (xiv) all raw and potable water storage, supply, and distribution equipment, facilities, and systems and related materials and supplies, including without limitation, all water wells (including but not limited to casing, piping, pumps, fittings, controls, and rights to withdraw water), water treatment plants and facilities, water storage tanks, water pressure tanks, pumps, water transmission mains and distribution lines, valves, hydrants, water in tanks and lines, water meters, chlorinators, and chemical feed equipment; (xv) all drainage and flood control equipment, facilities, and systems and related materials and supplies; (xvi) all storm and sanitary sewer equipment, facilities, and systems and related materials and supplies, including without limitation, collection lines, lift stations, and pumps; (xvii) all telephone, radio, and television equipment, facilities, and systems and related materials and supplies, including without limitation, all satellite dishes, antennas, cable, wiring, and conduits; (xviii) all recreational equipment, facilities, and systems and related materials and supplies, including without limitation, golf courses, driving ranges, swimming pools, tennis courts, sports courts, and basketball courts; (xix) all cooking, refrigerating, vacuuming, and laundry equipment, facilities, and systems and related materials and supplies, including without limitation, all garbage disposers, dishwashers, ranges, ovens, stoves, microwave ovens, refrigerators, ice makers, washers, dryers, water heaters, and other appliances; and (xx) all accounts, contract rights, instruments, documents, and general intangibles arising from or by virtue of any transactions related to the Property.

(h) All permits, licenses, franchises, rights, and privileges which are granted, issued, reserved, dedicated, available, allocable, or appurtenant to the Property or the construction, development, improvement, ownership, use, or operation of the Property pursuant to any law, rule, regulation, ordinance, system, program, contract, or other agreement with any private person or entity, any governmental or quasi-governmental entity, or any public or private utility (the "Development Rights"); including without limitation, the following: (i) zoning

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variances and no-action letters; (ii) rights to construct impervious cover on the Land; (iii) parking rights; (iv) development rights; (v) utility construction agreements; (vi) capital improvement project contracts; and (vii) utility capacity (including without limitation, utility commitments, water and wastewater taps, living unit equivalents, and other entitlements to water, wastewater, and utility services), together with all related or incidental licenses, rights, and interests, whether considered to be real, personal, or mixed property, including the right and authority to transfer or relinquish any or all such rights and the right to any credit, refund, reimbursement, or rebate for utility facilities construction or installation or for any reservation fee, standby fee, or capital recovery charge promised, provided, or paid for by Borrower, any of Borrower's predecessors, or any of Borrower's Affiliates (defined below), to the full extent now allocated or allocable to the Property, plus all additional utility capacity, if any, not dedicated or reserved to the Property but which is now or hereafter owned or controlled by Borrower or by anyone (an "Affiliate", whether a natural person or an entity) who directly or through one or more intermediaries controls, is controlled by, or is under common control with Borrower, to the full extent that such additional utility capacity is necessary to allow development, marketing, and use of the Property for its highest and best use.

(i) All contracts relating to the use, enjoyment, management, construction, development, sale, financing, or ownership of the Property, including without limitation, the following (the "Contracts"): (i) all construction contracts providing for the construction, development, or improvement of the Property (and all payment and performance bonds, statutory or otherwise, issued by any surety in connection with the construction contracts, and the proceeds of such bonds); (ii) all engineering contracts providing for the design, engineering, or supervision of the construction, development, or improvement of the Property; (iii) all management contracts providing for the project management or supervision of the construction, development, or improvement of the Property; (iv) all design contracts providing for the design of the Improvements; (v) all consulting contracts for the construction, development, or improvement of the Property; (vi) all insurance policies insuring all or any part of the Property or Improvements or issued in connection with the Property or Improvements; (vii) all commitments issued or agreements made by any lender or investor other than the Lender to finance or invest in any of the Property; (viii) all contracts evidencing or signed in connection with the Development Rights; and (ix) all contracts for the purchase of all or part of the Property, together with all earnest money or other deposits escrowed or to be escrowed under the contracts and all letters of credit provided or to be provided under the contracts.

(j) All leases, master leases, subleases, licenses, concessions, rental agreements, co-location agreements, and other agreements (whether written or oral, now or hereafter in effect) which grant to third parties a possessory interest in, or the right to use or occupy, all or any part of the Property, together with all security and other deposits or payments made in connection therewith and all leases, licenses, or other agreements (whether written or oral, now or hereafter in effect) which grant to Borrower a possessory interest in, or the right to use or occupy, any part of the Property together with all extensions, renewals, and replacements thereof (the "Leases").

(k) All of the following described personal property, now or in the future, owned by or issued to or on behalf of Borrower in connection with the Property: (i) all trademarks, trade names, copyrights, chattel paper, instruments, documents, and letters of credit; (ii) all cash funds, fees (whether refundable, returnable, or reimbursable), deposits, or other funds or evidences of cash, credit, or indebtedness deposited by or on behalf of Borrower with any governmental agencies, boards, corporations, or providers of utility services, including without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees, and development costs; and (iii) all awards, compensations, reimbursements, or settlements, from or with any governmental or quasi-governmental entity, including without limitation those for any vacation of, change of grade in, or curb cuts to, any streets affecting the Land or Improvements and those for municipal utility district or other utility costs incurred or deposits made in connection with the Land or Improvements (the "Intangibles").

(l) All computer hardware, software, and data files embedded in, related to, or used in connection with the Fixtures, Personal Property, Contracts, and Leases (the "Computer Hardware and Software").

(m) All of Borrower's right, title, and interest in and to the Property whether now or in the future owned or leased by Borrower (the "After Acquired Property").

(n) All rights and appurtenances belonging, incident, or appertaining to the Property (the "Appurtenances").

(o) All rights and estates in reversion or remainder to the Property (the "Reversions and Remainders").

(p) All accessions and additions to the Property and all replacements and substitutions for the Property all of which are collectively referred to herein as the "Accessions".

(q) All cash and noncash proceeds arising from the sale, lease, or other disposition of the Property; including without limitation, all proceeds payable or to be payable under each policy of insurance relating to the Property (including without limitation, business interruption and loss of income insurance for any business operated on the Property) together with refunds of premiums paid for them and all proceeds arising from the taking of all or a part of the Property for any public or quasi-public use under any law, or by right of eminent domain, or by private or other purchase in lieu thereof (the "Proceeds").

2. Warranty. TO HAVE AND TO HOLD, subject to the encumbrances described on Schedule 1 attached hereto (the "Permitted Encumbrances"), the Property, together with the rights, privileges and appurtenances pertaining to it unto Trustee, and Trustee's successors or substitutes, forever. Borrower does hereby bind Borrower, Borrower's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND, subject to the Permitted Encumbrances, the Property unto the Trustee, Trustee's substitutes or successors, forever against the claim or claims of all persons claiming or to claim the same or any part thereof.

3. Indebtedness and Note. This conveyance is made in TRUST for the purpose of securing the payment of the following described indebtedness (the "indebtedness"):

(a) Promissory Note (the "Note") in the original principal sum of **One Million Two Hundred Fifty Thousand and no/100 Dollars (\$1,250,000.00)** dated the same date as this Deed of Trust, executed by **Sunburst Com 2017, LLC**, a Texas limited liability company payable to the order of **Jefferson Bank ("Lender")** in payments and at the rates of interest described in the Note. The final maturity date of the Note is **April 13, 2038**.

(b) All increases, reductions, renewals, extensions, replacements, rearrangements, reinstatements, refinancings, substitutions, alterations, or modifications of all or part of the Note.

(c) All other sums becoming due and payable pursuant to this Deed of Trust, including without limitation, the repayment of any future advances made by Lender pursuant to this Deed of Trust.

(d) All obligations, indemnifications, warranties, representations, covenants, and agreements made by Borrower in the Note, this Deed of Trust, and all other documents, if any, executed in connection with, as evidence of, or as security for the Note, including without limitation, the indemnification for environmental hazards.

(e) All indebtedness, liabilities, and obligations of Borrower, whether actual or contingent, due or to become due and existing or arising from time to time, under or in connection with any agreement between Borrower and Lender or any affiliate of Lender, including but not limited to an ISDA Master Agreement, whether now existing or hereafter entered into, that provides for an interest rate, currency, equity, credit, or commodity swap, cap, floor, or collar, spot or foreign currency exchange transaction, cross currency rate swap, currency option, any combination of, or option with respect to, any of the foregoing or similar transactions for the purpose of hedging Borrower's exposure to fluctuations in interest rates, exchange rates, currency, stock, portfolio or loan valuations or commodity prices, along with all now existing or hereafter executed schedules attached thereto, and all confirmations issued in connection therewith (a "Hedge Agreement").

(f) All other loans, debts, obligations, and liabilities of every kind and character of Borrower, now or subsequently existing in favor of Lender, regardless of whether such present or future loans, debts, obligations, and liabilities are direct or indirect, secured or unsecured, primary or secondary, joint or several or both, fixed or

contingent, and regardless of whether such present or future loans, debts, obligations, and liabilities were made prior to their acquisition by Lender. Any and all increases, reductions, renewals, extensions, replacements, rearrangements, reinstatements, refinancings, substitutions, alterations, or modifications of all or part of any such other loans, debts, obligations, and liabilities described in this subsection.

The Note provides for the right to declare the unpaid principal and the accrued but unpaid interest due and payable in the event of default and for reasonable attorney's fees. The Note provides for periodic advances of principal which are governed by and are to be made in accordance with a loan agreement dated the same date as this Deed of Trust (the "Loan Agreement").

4. Right to Perform Borrower's Covenants and Make Future Advances.

(a) If Borrower fails to keep or perform any covenant contained in this Deed of Trust or any other document executed in connection with, as evidence of, or as security for the Note, Lender may, but is not obligated to any person to, perform any such covenant and any payment made or expenses incurred in the performance of any such covenant will become a part of the indebtedness secured by this Deed of Trust and Borrower promises to pay Lender, upon demand, at the place where the Note is payable, all sums so paid by Lender with interest from the date when paid or incurred by Lender at the Maximum Rate (as defined in the Note). No such payment by Lender will constitute a waiver of any default under the Note, this Deed of Trust, or any other document executed in connection with, as evidence of, or as security for the Note. In addition to the liens and security interests created by or granted in this Deed of Trust, Lender will be subrogated to all rights, titles, liens, and security interests securing the payment of any debt, claim, tax, or assessment which is paid by Lender.

(b) It is contemplated that Borrower may become indebted to Lender in the future for further sums, including taxes, insurance premiums, appraisal fees, attorney's fees, collection costs, title insurance premiums and expenses associated with environmental compliance which are paid by Lender on behalf of Borrower, and other charges incurred by Lender in connection with the Property and this Deed of Trust. Therefore, this conveyance is made not only for the security and enforcement of the payment of the indebtedness but also for any future indebtedness of Borrower to the Lender incurred in connection with the Property, this Deed of Trust or any other instrument executed in connection with, as evidence of, or as security for the Note.

5. Subrogation. The lien created by this Deed of Trust shall take precedence over and be a prior lien to any other lien of any character subsequently created on the Property, and if any money advanced by Lender to, or on behalf of, Borrower, as part of the indebtedness evidenced by the Note is used to pay off and satisfy any liens existing on the Property prior to the date of this Deed of Trust, then Lender is, and shall be, subrogated to all of the rights, liens, remedies, equities, superior title and benefits held, owned, or enjoyed by the holders of the liens so paid off and satisfied.

6. Application of Payments. If any portion of Borrower's indebtedness to Lender cannot be lawfully secured by this Deed of Trust lien on the Property, Borrower agrees that the first payments made on the indebtedness shall be applied to the discharge of the portion of the indebtedness which cannot be lawfully secured by this Deed of Trust lien.

7. Plural Reference. If this Deed of Trust is executed by more than one person, corporation or other legal entity, the singular reference to Borrower shall include all of these persons, corporations, or other legal entities.

8. Heirs, Successors and Assigns. All covenants and agreements agreed to be performed by Borrower or Lender pursuant to this Deed of Trust, and the rights conferred upon Borrower and Lender, shall be binding upon and inure to the benefit of not only Borrower and Lender, but also their respective heirs, executors, administrators, grantees, successors and assigns.

9. Maximum Interest. Determination of the rate of interest shall be made by amortizing, prorating, allocating, and spreading, in equal parts during the full contracted period of the term of the Note all interest at any time contracted for, charged, or received from the Borrower in connection with the Note. No provision of this

instrument or of the Note shall require the payment or permit the collection of interest in excess of the maximum permitted by law. If at any time the interest received or contracted for exceeds the maximum lawful rate, the Lender shall refund the amount of the excess or shall credit the amount of the excess against amounts owing pursuant to the Note and the excess shall not be considered the payment of interest.

10. Notices. All notices permitted under this instrument shall be given to the addressee at the following address: If to Lender, P.O. Box 5190, San Antonio, Texas 78201; if to Borrower, 41340 FM 3159, Suite 101, Canyon Lake, Texas 78133. All notices shall be in writing and shall be considered properly given if mailed by first-class United States mail, postage prepaid, registered or certified with return receipt requested, or by delivering them in person to the addressee, or by prepaid telegram. All notices permitted to be given by mail shall be effective upon deposit into the care and custody of the U.S. Postal Service. Notice given in any other manner shall be effective upon receipt at the address of addressee. Either party may change its address for purposes of receiving notice under this instrument upon not less than fifteen (15) days' notice given in the manner described in this Paragraph.

11. Release. When the indebtedness secured by this Deed of Trust is paid in full and Borrower has performed all of the covenants in this Deed of Trust, and in any other document executed in connection with, as evidence of, or as security for the Note, this lien shall be released, at Borrower's expense.

12. Extensions and Partial Releases. Extensions of the time of payment of all or any part of the indebtedness secured may be given, and any part of the Property may be released from this lien without altering or affecting in any way the priority of the lien created hereby.

13. Eminent Domain. Borrower warrants that Borrower has no current, actual knowledge of any pending, threatened, or planned eminent domain proceedings concerning any part of the Property. Borrower shall promptly notify Lender, in writing, of any action or proceeding (or threatened action or proceeding) relating to any condemnation or other taking, whether direct or indirect, of all or any part of the Property. Borrower shall, unless otherwise directed by Lender in writing, file or defend its claim under any such action and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Lender for disposition pursuant to the terms of this Deed of Trust. Borrower authorizes Lender, at Lender's option, to act as attorney-in-fact for Borrower, to commence, appear in, and prosecute, in Lender's or Borrower's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. Lender is entitled to participate in, control, and be represented by attorneys of Lender's own choice in any such action. Borrower shall deliver, or cause to be delivered, to Lender such instruments as may be requested by Lender from time to time to permit such participation. Lender will not be liable for failure to take action or to exercise diligence in collecting any awards. Borrower shall notify Lender of all negotiations with any condemning authority, and Lender has the right to participate in any such negotiations. Borrower shall not grant to any condemning authority any right, title, or interest in or to the Property or any part of it, without the prior written consent of Lender to, and the joinder of Lender with Borrower, in any such grant. If Lender reasonably believes that the payment or performance of any obligation secured by this Deed of Trust is adversely impaired as a result of any action or proceeding (or threatened action or proceeding) relating to any condemnation or other taking, whether direct or indirect, of all or any part of the Property, Lender may, without notice, declare all of the indebtedness immediately due and payable. All payments, claims, judgments, decrees, and awards for injury or damage, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of all or part of the Property or for any conveyance in lieu of condemnation ("Condemnation Proceeds"), are absolutely and irrevocably assigned by Borrower to Lender and shall be paid to Lender. Notwithstanding any partial release provision contained in this Deed of Trust or any other document executed in connection with it, Borrower's assignment of all Condemnation Proceeds to Lender is absolute. Any partial release provision will not be used to limit Lender's right to receive all of the Condemnation Proceeds. Unless otherwise provided in this Deed of Trust, any Condemnation Proceeds may be applied by Lender, at its option, and in its sole and absolute discretion, to reduce Borrower's debt or to restore, repair, replace, and rebuild the improvements on the Property as nearly as possible to their value, condition, and character immediately prior to such condemnation or other taking. Any application of any Condemnation Proceeds to the principal of the Note will be treated in the same manner as any other prepayment of principal on the Note.

14. Special Covenants. Borrower represents that it owns the Property, in fee, and has the right to convey it and that the Property is free from all encumbrances, except the Permitted Encumbrances. Borrower further covenants and agrees as follows:

(a) *Repairs and Condition of Property.* To keep the improvements on the Property in good repair, working order and condition, and not to permit or commit any waste of them; to keep the improvements occupied so as not to impair insurance on them.

(b) *Inspection.* To allow Lender to inspect the Property and improvements at any time, for any reason, including without limitation, to perform appraisals and environmental studies, assessments and tests.

(c) *Attorneys' Fees and Expenses.* To pay all attorneys' fees and expenses which may be incurred by Lender in any suit in which it may become a party, where this Deed of Trust or the Property is involved in any manner, and to pay any expenses incurred by it in presenting a claim against an estate of decedent or bankrupt.

(d) *Taxes and Assessments.* To protect the title and possession of the Property and to pay when due all taxes, assessments, and other governmental, municipal or other public dues, charges, fines or impositions, now existing or levied or assessed upon the Property in the future, and to preserve and maintain the lien created by this Deed of Trust, as a first and prior lien on the Property and all improvements. Unless Lender requires Borrower to make escrow payments for taxes and insurance, Borrower shall deliver to Lender, at least thirty (30) days before any taxes or assessments are delinquent, paid receipts evidencing payment of same. Borrower may contest the validity or amount of any tax or assessment for which Borrower is responsible. In the event of a contest, the payment of a contested imposition may be deferred during the pendency of the contest, if diligently prosecuted. Nothing contained in this Deed of Trust, shall be construed to allow any taxes or assessments to remain unpaid for a length of time that will permit the Property, or any part of it, to be sold by any governmental authority for the non-payment of same.

(e) *Insurance.* Arrange for, supervise and maintain a coordinated program of all necessary insurance, including provisions for flood insurance (if applicable), commercial general liability insurance (occurrence basis), builder's risk property insurance (all risks basis), commercial property insurance (causes of loss - special form), and provisions for such other insurance protection for loss, damage, or injury which might be expected to occur in connection with the Property with such insurers, in such amounts, and with such deductibles as are requested by and satisfactory to Lender, from time to time. Each liability insurance policy must name as insured the Borrower and the Lender as an additional insured, using an endorsement form acceptable to Lender. The commercial property and builder's risk insurance policies must be for the full replacement cost of the Improvements (or for the full contract price of construction, as applicable) and must include Lender as a "mortgagee" or "lender loss payable" in a mortgagee clause acceptable to Lender. All insurance policies must be endorsed to provide a waiver of subrogation in favor of Lender. Certificates evidencing coverage must be provided to Lender that show the insurance companies producing each coverage, the policy number, the policy date of each coverage, the name of the producer of the certificate (with correct address and telephone number), the signature of the authorized representative of the producer, the additional insured status, and the amount of all deductibles and self-insured retentions. A copy of all required additional insured and mortgagee endorsement must be provided along with insurance certificates. If requested by Lender in writing, Borrower shall provide Lender a certified copy of any and all insurance policies or endorsements required by Lender. All certificates must reflect that the policies will not be affected or diminished by the existence of other insurance carried by Lender and must provide that there will be no material change in or cancellation of the policies until Lender has been given 30 days written notice of the contemplated change or cancellation. All renewals of insurance policies must be delivered to Lender at least 30 days before the policies expire. Any sums which become due under the policies will be applied by Lender, at its option, and in its sole and absolute discretion, to reduce Borrower's debt or Lender may permit Borrower to use the proceeds to repair or replace the damaged or destroyed improvements. If the Property is sold pursuant to the Deed of Trust, complete title to all policies held by Lender and all unearned premiums shall pass to and vest in the purchaser at the foreclosure sale.

(f) *Mechanic's Lien.* To promptly pay all bills for labor and materials incurred in connection with the Property and to prevent the fixing of any lien against any part of the Property, even if it is inferior to this Deed of Trust, for any such bill which may be legally due and payable. Borrower agrees to furnish proof of such payment to Lender after payment and before delinquency.

(g) *Government Regulation.* To not (1) be or become subject at any time to any law, regulation, or list of any governmental agency (including, without limitation, the U.S. Office of Foreign Asset Control list) that prohibits or limits Lender from making any loan advance or extension of credit to Borrower or from otherwise conducting business with Borrower, or (2) fail to provide documentary and other evidence of Borrower's identity as may be requested by Lender at any time to enable Lender to verify Borrower's identity or to comply with any applicable law or regulation, including, without limitation, Section 326 of the USA PATRIOT Act of 2001, 31 U.S.C. § 5318.

(h) *Appraisal.* If Lender, in good faith, deems it necessary to have the Land and Improvements appraised, Borrower agrees to such and acknowledges that Borrower will bear the cost of the new appraisal, which shall be performed by an appraiser acceptable to Lender; provided, however, Borrower shall not be liable for the cost of more than one (1) appraisal during any five (5) year period unless the requirement of an appraisal is caused, in whole or in part, by the occurrence of an event of default or is required by a governmental authority. Lender may deem it necessary to obtain a new appraisal if an event of default occurs and such continues for more than fifteen (15) days, or if material deterioration of the financial condition of Borrower occurs, or if material deterioration of the value of the Land and Improvements occurs caused by economic conditions or physical obsolescence.

15. Covenants Regarding Environmental Compliance. Borrower covenants and agrees as follows:

(a) Borrower will not use, generate, manufacture, produce, store, release, discharge, or dispose of, on, under or about the Property or transport to or from the Property any Hazardous Substance (as defined below) or allow any other person or entity to do so except in minor amounts under conditions permitted by applicable laws.

(b) Borrower shall keep and maintain the Property in compliance with, and shall not cause or permit the Property to be in violation of, any Environmental Law (as defined below).

(c) Borrower shall give prompt written notice to Lender of:

(i) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Property or the migration thereof from or to other property.

(ii) all claims made or threatened by any third party against Borrower or the Property relating to any loss or injury resulting from any Hazardous Substance.

(iii) Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Environmental Law.

(d) Lender shall have the right to join and participate in, as a party if it so elects, any legal proceedings or actions initiated with respect to the Property in connection with any Environmental Law, and if such proceedings relate to a violation of Environmental Law caused by an occurrence after the date of this Deed of Trust, Lender shall have its attorneys' fees in connection therewith paid by Borrower.

(e) **BORROWER SHALL PROTECT, INDEMNIFY AND HOLD HARMLESS LENDER, ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNEES FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, COST, EXPENSE OR LIABILITY (INCLUDING ATTORNEYS' FEES AND COSTS) DIRECTLY OR INDIRECTLY ARISING OUT OF OR ATTRIBUTABLE TO ANY USE, GENERATION, MANUFACTURE, PRODUCTION, STORAGE,**

RELEASE, THREATENED RELEASE, DISCHARGE, OR DISPOSAL OF A HAZARDOUS SUBSTANCE ON, UNDER OR ABOUT THE PROPERTY AFTER THE DATE OF THIS DEED OF TRUST, INCLUDING WITHOUT LIMITATION (I) ALL FORESEEABLE CONSEQUENTIAL DAMAGES; (II) THE COSTS OF ANY REQUIRED OR NECESSARY REPAIR, CLEANUP OR DETOXIFICATION OF THE PROPERTY AND THE PREPARATION AND IMPLEMENTATION OF ANY CLOSURE, REMEDIAL OR OTHER REQUIRED PLANS. THIS INDEMNITY SHALL SURVIVE THE TERM OF THE LOAN AND THE RELEASE OF THE LIENS SECURING IT OR THE EXTINGUISHMENT OF THE LIENS BY FORECLOSURE OR ACTION IN LIEU THEREOF, OR MERGER BY CONVEYANCE TO LENDER, AND THIS COVENANT SHALL SURVIVE SUCH RELEASE OR EXTINGUISHMENT OR MERGER.

(f) In the event that any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work of any kind or nature (the "Remedial Work") is necessary under any applicable local, state or federal law or regulation, any judicial order, or by any governmental or nongovernmental entity or person because of, or in connection with, the future presence, suspected presence, release or suspected release of a Hazardous Substance in or into the air, soil, groundwater, surface water or soil vapor at, on, about, under or within the Property (or any portion thereof), Borrower shall within thirty (30) days after written demand for performance thereof by Lender (or such shorter period of time as may be required under any applicable law, regulation, order or agreement), commence and thereafter diligently prosecute to completion, all such Remedial Work. All Remedial Work shall be performed by contractors approved in advance by Lender, and under the supervision of a consulting engineer approved by Lender. All costs and expenses of such Remedial Work shall be paid by Borrower including, without limitation, Lender's attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event Borrower shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, Lender may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become part of the Indebtedness.

(g) For the purposes of this Deed of Trust the term "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Property, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 ("CERCLA") as amended, 42 U.S.C. Sections 9601 et seq., and the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Sections 6901 et seq.

(h) For the purposes of this Deed of Trust the term "Hazardous Substance" includes without limitation:

- (i) those substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 et seq., and in the regulations promulgated pursuant to said laws.
- (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto).
- (iii) such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations.
- (iv) any material, waste or substance which is (A) asbestos, (B) polychlorinated biphenyls, (C) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 et seq. (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317); (D) explosives; (E) radioactive materials; or (F) gasoline, diesel fuel,

kerosene or other petroleum products not contained in an underground storage tank upon the Property.

(i) If requested by Lender, to furnish Lender, at Borrower's expense, environmental studies, assessments and/or tests of the Property in form and content acceptable to Lender, in Lender's sole and absolute discretion and prepared by a person or firm acceptable to Lender, in Lender's sole and absolute discretion. In addition to any other remedies granted to Lender herein, if Borrower fails to furnish environmental studies, assessments and/or tests within sixty (60) days of the date requested, Lender may have the studies, assessments and/or tests performed and Borrower shall pay Lender for the cost of the studies, assessments and/or tests upon demand.

(j) *Representations and Warranties Relating to Environmental Matters.* Borrower represents and warrants to Lender that, to the best of Borrower's knowledge:

- (i) Neither the Property nor the Borrower is in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law.
- (ii) Borrower has not and is not required by any Environmental Law to obtain any permits or license to construct or use any improvements, fixtures or equipment forming a part of the Property.
- (iii) No Hazardous Substance has been disposed of or released on or to the Property.
- (iv) Borrower's prior, present and intended use of the Property will not result in the disposal or release of any Hazardous Substance on or to the Property.

16. Default by Borrower. Lender may, at its option, declare the entire indebtedness secured by this Deed of Trust immediately due and payable, and this Deed of Trust may be enforced immediately, as is hereinafter provided, upon the occurrence of any one of the following events of default:

(a) If Borrower fails to pay the Note, any installment or portion of the Note, or any other indebtedness secured by or payable under this Deed of Trust, the Loan Agreement or any other document executed in connection with, as evidence of, or as security for the Note, as and when the same shall become due and payable, whether at the due date thereof, by acceleration or otherwise.

(b) If Borrower fails, refuses or neglects to fully and timely perform and discharge any covenant contained in the Note, this Deed of Trust, the Loan Agreement or in any other documents executed in connection with, as evidence of, or as security for the Note.

(c) If Borrower fails to pay the premiums on any insurance policies required by Lender in connection with or as security for the Note when they become due and payable.

(d) If all or any part of the Property (or an interest in it) is sold, transferred, or conveyed by Borrower without Lender's prior written consent. With respect to a particular sale, transfer or conveyance, Lender shall have waived this option to accelerate if, prior to that sale, transfer, or conveyance, Lender and the person to whom the Property is to be sold, transferred, or conveyed reach an agreement in writing that the credit of that person is satisfactory to Lender. Lender shall also have the option of changing the interest rate and the amount of the payments on the Note. The Property shall be considered "sold, transferred, or conveyed" if it is (1) sold under a contract of sale, contract for deed, or other similar conveyance of equitable title; or (2) leased for a term of more than three years with an option to purchase.

(e) If all or any part of the Property (or an interest in it) is mortgaged, pledged, hypothecated, or otherwise encumbered by Borrower without Lender's prior written consent, which consent may be withheld at Lender's sole discretion.

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(f) The holder of any lien or security interest on the Property institutes foreclosure or other proceedings for the enforcement of its remedies under that lien or security interest.

(g) If Borrower abandons the Property.

(h) If Borrower fails to make payment of any other indebtedness to Lender or fails, refuses, or neglects to fully and timely perform and discharge any other obligation to Lender, whether made before or after the date of this Deed of Trust.

(i) If a "default" as defined in the Loan Agreement occurs and is continuing as provided in the Loan Agreement.

17. Trustee's Sale. When Borrower has defaulted, as above provided, it shall be the duty of the Trustee, at the request of Lender to enforce this Trust in the following manner: The Trustee shall advertise the time, place and terms of the sale of the Property for at least twenty-one (21) days preceding the day of sale by posting written or printed notice of it at the courthouse door of the county where the Property, or any part of the Property, is situated; the notice may be posted by the Trustee, or by any person acting for Trustee and by filing a copy of the notice in the office of the County Clerk of the county in which the sale is made at least twenty-one (21) days preceding the date of sale; the Trustee shall then sell the Property in accordance with the notice on the first Tuesday of the month designated in the notice, at the time and place set forth therein, or not later than three (3) hours after such time (but in no event earlier than 10:00 o'clock a.m. or later than 4:00 o'clock p.m.) to the highest bidder for cash, selling all of the Property as an entirety or in such parcels as the Trustee may elect, and the Trustee may make due conveyance to the purchaser, with general warranty binding the Borrower, its heirs, successors and assigns, subject to the Permitted Encumbrances. The Trustee may, in Trustee's sole and absolute discretion, determine that a credit bid may be in the best interest of the Borrower and Lender, and elect to sell the Property for credit or for a combination of cash and credit; provided, however, that the Trustee shall have no obligation to accept any bid except an all cash bid. Furthermore, the criteria under which any credit portion of any bid may be made shall be determined by Trustee, in his sole and absolute discretion. In the event the Trustee requires a cash bid and cash is not delivered within a reasonable time after conclusion of the bidding process, as specified by the Trustee, but in no event later three (3) hours and forty five (45) minutes after the earliest time the sale was scheduled to commence, then said contingent sale shall be null and void, the bidding process may be recommenced, and any subsequent bids or sale shall be made as if no prior bids were made or accepted. The proceeds of this sale shall be applied by Trustee in the following order and priority: (1) first, to the payment of all expenses of advertising, selling, and conveying the Property or part thereof, and/or prosecuting or otherwise collecting rents, proceeds, premiums or other costs including reasonable attorneys' fees, whether incurred by Lender or Trustee or both, and a reasonable fee or commission to Trustee, not to exceed five percent of the proceeds thereof or costs so received; (2) second, to that portion, if any, the full amount of principal, interest, attorneys' fees and other charges due and unpaid on the Note with respect to which no person or entity has personal or entity liability for payment (the "Exculpated Portion"), and with respect to the Exculpated Portion as follows: first, to accrued but unpaid interest, second, to matured principal, and third, to unmatured principal in inverse order of maturity; (3) third, to the remainder of the full amount of principal, interest, attorneys' fees and other charges due and unpaid on the Note as follows: first, to the remaining accrued but unpaid interest, second, to the matured portion of principal of the said indebtedness, and third, to prepayment of the unmatured portion, if any, of principal of said indebtedness applied to installments of principal in inverse order of maturity; (4) then, the residue, if any, to the persons legally entitled thereto if Trustee is able to determine, to his own satisfaction, what amounts are due which parties; however, if, in the Trustee's sole discretion, (a) Trustee determines there exist any competing claims for the balance of the proceeds after the full amount of principal, interest, attorneys' fees and other charges due and unpaid on the Note and Trustee, or (b) Trustee is unable to determine, to his own satisfaction what amounts should be paid to which parties, Trustee shall have the right to institute a Bill of Interpleader in any court of competent jurisdiction to determine the rights of any persons claiming an interest therein and Trustee shall recover from the proceeds so interpled, before any distribution to the claimants, all costs incurred in instituting said Bill of Interpleader including without limitation, attorneys' fees and costs of court. Trustee will give written notice to each debtor who, according to the records of the Lender, is obligated to pay the indebtedness secured by this Deed of Trust, of Trustee's intention to interplead the remaining proceeds, but no further consent of any such debtor shall be required other than that evidenced by this Deed of Trust. Lender shall

have the right to purchase at any sale of the Property if it is the highest bidder and it shall have the right to have the amount for which the Property is sold credited on its indebtedness then owing. If a foreclosure under this Deed of Trust is commenced by the Trustee, Lender, at any time before the sale of the Property, may direct Trustee to abandon the sale, and may then institute suit for the collection of the Note and for Judicial foreclosure of this Deed of Trust lien. If such a suit is instituted, Lender, at any time before the entry of a final judgment in the suit, may dismiss the suit and require Trustee to sell the Property in accordance with the provisions of this Deed of Trust. In addition to the printed notice described above, Lender, at least twenty-one (21) days preceding the date of sale, shall serve written notice of the proposed sale by certified mail on each debtor who, according to Lender's records is obligated to pay the indebtedness secured by this Deed of Trust. Notice shall be complete upon deposit of the notice, enclosed in a postpaid wrapper, addressed to such debtor at the most recent address as shown by Lender's records, in a post office or official depository under the care and custody of the United States Postal Service, as provided in the paragraph of this Deed of Trust entitled "NOTICES."

18. Substitute Trustee. In case of the death of Trustee or any Substitute Trustee or the refusal, failure or inability of any Trustee or Substitute Trustee, for any reason, to act under this Deed of Trust, or if Lender deems it desirable to remove, without cause, Trustee or any Substitute Trustee, and appoint another to execute this trust, then, Lender shall have the right, and is authorized and empowered, to appoint, in writing, a Substitute Trustee, who shall become vested with and succeed to all of the right, title, power and duties of the Trustee named in this Deed of Trust, the same as if the Substitute Trustee had been named the original Trustee in this Deed of Trust, and any conveyance executed by any Substitute Trustee shall have the same effect as if executed by the original Trustee. No bond shall be required of Trustee or any Substitute Trustee, and Trustee and any Substitute Trustee shall have the power to delegate any of the powers vested in him by this Deed of Trust.

19. Surrender of the Premises. If a sale is made of any portion of the Property, under the terms of this Deed of Trust, Borrower shall surrender and deliver possession of the Property to the purchaser at the sale, and if Borrower fails to do so, Borrower, from and after the sale, shall be and continue as the tenant at will of the purchaser, and if Borrower fails to surrender possession of the Property upon demand, the purchaser shall be entitled to institute an action for forcible detainer of the Property in the Justice of the Peace Court in the Justice Precinct in which the Property or any part of it is located.

20. Security Agreement and Financing Statement. By this instrument Borrower, in addition to fixing and creating a Deed of Trust lien upon the Property, also creates and grants to Lender, pursuant to the Texas Business and Commerce Code, a Security Interest in Water Rights, Water Permits, Fixtures, Personal Property, Development Rights, Contracts, Leases, Intangibles, Computer Hardware and Software, After Acquired Property, Appurtenances, Reversions and Remainders, Accessions, and Proceeds (the "Collateral"). In the event of a foreclosure sale under this instrument, the Property as well as all of the Collateral may, at the option of the Lender, be sold as a whole and it shall not be necessary to have the Collateral present at the place of sale. Borrower agrees that Lender may file this Deed of Trust or a reproduction of it in the Real Property Records or other appropriate index as a financing statement for the Collateral. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. Borrower, as debtor, authorizes Lender, as secured party, to file all financing statements deemed necessary or advisable by Lender, in its sole and absolute discretion, to perfect the security interests granted by this Deed of Trust in such form and with such content as Lender deems necessary or advisable in Lender's sole and absolute discretion. Borrower, as debtor, also ratifies and authorizes any financing statements filed in connection with the Note by Lender, as secured party, prior to the date of this Deed of Trust. Borrower shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases of them, and shall pay all reasonable costs and expenses of any record searches for financing statements as Lender may require. Without prior written consent of Lender, Borrower shall not create or suffer to be created any other security interest in the Collateral, including any replacements, substitutions, and additions of or to the Collateral. Upon Borrower's breach of any covenant or agreement of Borrower contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may also invoke the remedies provided in this Deed of Trust as to the Collateral. In exercising any of these remedies, Lender may proceed against the Property and all or part of the Collateral separately or together and in any order whatsoever, without in any way affecting the availability of Lender's remedies under the Uniform Commercial Code or of the

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remedies provided by this Deed of Trust. If Lender chooses to conduct a sale of all or part of the Collateral separate and apart from the foreclosure sale of the Property, Borrower agrees that written notice of the sale of the Collateral received by Borrower at least five (5) days prior to its sale, and otherwise in accordance with the Note or the Deed of Trust, shall be commercially reasonable as contemplated by the Uniform Commercial Code.

21. **Lost and Incorrect Documents.** Upon notice from Lender that the Note, the Loan Agreement, a Hedge Agreement, or one or more of the other documents executed in connection with, as evidence of, or as security for the Note ("Loan Documents") have been lost, damaged or destroyed (the "Lost Documents"), Borrower will execute, acknowledge and deliver any instrument or document which Lender may request as replacements for the Lost Documents (the "Replacement Documents"). Upon notice from Lender, Borrower will promptly execute, acknowledge and deliver any instrument or document which Lender may request (the "Correction Documents") to correct any error, omission, inaccuracy or other defect which may be discovered in the text, execution or acknowledgment of this Deed of Trust or any of the other Loan Documents, including, without limitation, (1) conflicts between the terms of any Commitment Letter, issued by Lender to Borrower in connection with the loan evidenced by the Note and the terms of any of the Loan Documents, (2) errors in the description of any of the Property or the Collateral, (3) misidentification of any of the parties to any of the Loan Documents, and (4) verification of the authority of the person executing the Loan Documents on behalf of the Borrower. Borrower will return to Lender any Replacement Documents and any Correction Documents, fully executed and acknowledged, within fifteen (15) days of Lender's delivery of those documents to Borrower and Borrower hereby constitutes and appoints Lender as the Borrower's attorney-in-fact, for the sole and limited purpose of executing as a ministerial act for and on behalf of Borrower, any such Replacement Document or Correction Document which is not so returned to Lender, fully executed and acknowledged within fifteen (15) days of Lender's delivery of those documents to Borrower; however, Lender shall have no duty to do so. This appointment shall be deemed an appointment coupled with an interest and shall be irrevocable. Borrower's failure to return to Lender any Replacement Documents and any Correction Documents, fully executed and acknowledged within fifteen (15) days of Lender's delivery of those documents to Borrower shall be a default under this Deed of Trust.

22. **Choice of Law.** THIS DEED OF TRUST, AND ITS VALIDITY, ENFORCEMENT AND INTERPRETATION, SHALL BE GOVERNED BY TEXAS LAW (WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES) AND APPLICABLE UNITED STATES FEDERAL LAW.

23. **TEXAS FINANCE CODE SECTION 307.052 COLLATERAL PROTECTION INSURANCE NOTICE.** (A) BORROWER IS REQUIRED TO: (i) KEEP THE PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT LENDER SPECIFIES; (ii) PURCHASE THE INSURANCE FROM AN INSURER THAT IS AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS OR AN ELIGIBLE SURPLUS LINES INSURER; AND (iii) NAME LENDER AS THE PERSON TO BE PAID UNDER THE POLICY IN THE EVENT OF A LOSS; (B) BORROWER MUST, IF REQUIRED BY LENDER, DELIVER TO LENDER A COPY OF THE POLICY AND PROOF OF THE PAYMENT OF PREMIUMS; AND (C) IF BORROWER FAILS TO MEET ANY REQUIREMENT LISTED IN PARAGRAPH (A) OR (B), LENDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF BORROWER AT BORROWER'S EXPENSE.

24. **Purpose.** This Deed of Trust and the Note are given:

- (i) to pay off and satisfy the following described Promissory Note(s) and all of the liens, rights, assignments and security interests securing them, including without limitation, those created, made or granted by the following described instruments and Lender is subrogated to all of the rights, liens, remedies, equity, superior title and benefits held, owned, or enjoyed by the holders of the liens so paid off and satisfied:

Note in the original principal amount of \$112,500.00, dated June 26, 2016, payable to Prosperity Bank and secured by a Deed of Trust dated the same date recorded in Document No. 201606025958, Real Property Records of Comal County, Texas.

- (ii) to secure the payment of cash advanced to the Borrower, pursuant to a Loan Agreement between the Borrower and Lender, which cash is to be used in the construction of certain improvements on the Property. This instrument is a "construction mortgage" within the meaning of Section 9.334 of Texas Business and Commerce Code.

25. JURY WAIVER. LENDER AND BORROWER HEREBY WAIVE THE RIGHT TO ANY JURY TRIAL IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER LENDER OR BORROWER AGAINST THE OTHER.

[Signature page follows]

Executed to be effective as of the date first set forth above.

Lender's and Trustee's Address: **Jefferson Bank
P.O. Box 5190
San Antonio, Texas 78201**

Borrower's Address: **41340 FM 3159, Suite 101
Canyon Lake, Texas 78133**

Sunburst Com 2017, LLC,
a Texas limited liability company

By: A.C.D. 2016, LLC, a Texas limited liability company,
its manager

By: *Frank B. Bass, Jr.*
Frank B. Bass, Jr., Managing Member

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on the 13 day of April, 2017
by Frank B. Bass, Jr., the Managing Member of A.C.D. 2016, LLC, a Texas limited liability company, Manager
of Sunburst Com 2017, LLC, a Texas limited liability company, on behalf of such limited liability company.



Sarah G Flores
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Jefferson Bank - Attn Loan Administration (LVBC)
P.O. Box 5190
San Antonio, Texas 78201

[Signature page to Deed of Trust]

SCHEDULE "1"

PERMITTED ENCUMBRANCES

1. Restrictive Covenants recorded in the following Volumes and Pages and/or Clerk's File Nos. of the Real Property Records of Comal County, Texas:

None.
2. Channel Easement from Harry Heimer et ux Annie D. Heimer to The State of Texas, dated December 27, 1965, recorded in Volume 147, Page 290, Comal County, Texas Deed Records and as shown on plat recorded under Volume 5, Page 132-137, Map and Plat Records, Comal County, Texas.
3. Easement from Harry Heimer et ux Annie D. Heimer to Pedernales Electric Cooperative, Inc. dated March 19, 1971, recorded in Volume 186, Page 931, Deed Records, Comal County, Texas.
4. Easement from Lakecroft, Inc. to Pedernales Electric Cooperative, Inc., dated October 14, 1977, recorded in Volume 258, Page 309, Deed Records, Comal County, Texas.
5. Right of access to all Drainage Easements; 5' utility easement along front, side and rear lot lines for installation and maintenance of utilities and a 20' telephone easement along the front lot line, according to the map and plat recorded in Volume 5, Page 132-137, Map and Plat Records, Comal County, Texas.
6. 5' wide easement for installation and maintenance of utilities as set out in restrictions in Volume 245, Page 484, Deed Records, Comal County, Texas.
7. 50' building setback line along all lot lines according to the map and plat recorded in Volume 5, Page 132-137, Map and Plat Records, Comal County, Texas.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/18/2017 11:12:09 AM
TERRI 16 Pages(s)
201706019651

(F.45) (2017-2-158)



Bobbie Koepp

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Frank Bass
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 8/4/2020
Site: 7106 Fm 2673
Canyon Lake, TX 78133
(830) 743-1258

Permit #: **109317**
Agency: Comal County
County: Comal Sub:
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorin System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2020 - 3/3/2022
Scheduled Date: 7/3/2020 Inspection 1 of 6
Installed: 8/26/2019
Aerator S/N: 1509 Warranty End: 8/26/2021
GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

Visit Date: 8/4/2020 Time In: 238 Out: 252

Method: Grab

Technician: Cameron T Ivey

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Sludge Levels

For Tank 1: 3

For Tank 2: 0"

For Tank 3: 0"

✓ This counts as a type of "Scheduled Inspection"

Entered By: Cameron T Ivey

CFM: 3.0

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 4.6

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. 0" of scum in pretreatment. Cleaned compressor filters. - Secured system in the on position with a lock bolt.

✓ **Service Completed**

nsp ID #: 96752

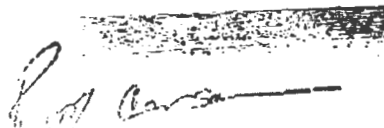
Provider: *Rudy Carson*

Technician: *Cameron T Ivey*

License #: NP002036

License #: MT0001917

Expires: 7/31/2023


Rudy Carson

CT

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Home Owner
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 6/1/2020
Site: 7106 Fm 2673
Canyon Lake, TX 78133

Permit #: **109317**
Agency: Comal County
County: Comal Sub:
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorin System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2020 - 3/3/2022
Scheduled Date: 7/3/2020
Installed: 8/26/2019
Aerator S/N: 1509 Warranty End: 8/26/2021
GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Customer Request

Visit Date: 5/29/2020

Time In: 0930am

Out: 1200pm

Entered By: Benny Dwayne Alexander

Method: Grab

Technician: Michael Prorise

Maint. Provider: Rudy Carson

Tank Lid / Riser: Secured

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location Yellow light- needs brass nipples installed on compressors on next inspection. Set dosing timer and tested. Installed and set digital timer on drip system and tested. More soil needs brought in on both systems and grass needs planted.

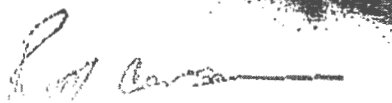
Insp ID #: 94334

Technician: **Michael Prorise**

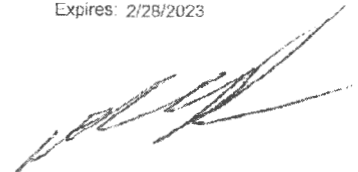
License #: MF0002036

License #: MPC002291

Expires: 2/28/2023



Rudy Carson



Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Frank Bass
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 11/4/2020
Site: 7106 Fm 2673
Canyon Lake, TX 78133
(830) 743-1258

Permit #: **109317**
Agency: Comal County
County: Comal Sub:
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorin System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2020 - 3/3/2022
Scheduled Date: 11/3/2020 Inspection 2 of 6
Installed: 8/26/2019
Aerator S/N: 1509 Warranty End: 8/26/2021
GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"
Entered By: Joseph A Crowder

Visit Date: 11/4/2020

Method: Grab

Technician: Joseph A Crowder

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Sludge Levels

For Tank 1: 22

For Tank 2: 12

For Tank 3: 4"

CFM: 2.8

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 4.4

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. cleaned drip filter and flushed system. - Scum in pretreatment is 2". - Cleaned compressor filter - Secured system in the on position with a lock bolt

Service Completed

Insp ID #: 101174

Provider: **Rudy Carson**

Technician: **Joseph A Crowder**

License #: MP0002036

License #: MT0001769

Expires: 9/30/2022


Rudy Carson



Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Frank Bass
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 2/9/2021
Site: 7106 Fm 2673
Canyon Lake, TX 78133
(830) 743-1258

Permit #: 109317

Agency: Comal County
County: Comal Sub:
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorine System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2020 - 3/3/2022
Scheduled Date: 3/3/2021 Inspection 3 of 6
Installed: 8/26/2019
Aerator S/N: 1509 Warranty End: 8/26/2021
GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 2/9/2021

Time In: 1245pm

Out: 0200pm

Entered By: Michael Prosize

Method: Grab

Technician: Michael Prosize

Maint. Provider: Burt Seidensticker

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Sludge Levels

For Tank 1: 12"

For Tank 2: 16"

For Tank 3: 0"

CFM: 3.6

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

PSI Pressure: 3.8

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Scum in pretreatment is 3". Making a bubbling sound- aeration, clarification and pump tank full and red light on. Cleaned drip filter and flushed lines, set psi 24 backside. Recommend cleaning drip filter again tomorrow. Red light is off and ATUs back to normal level.

Insp ID #: 105367

Provider: *Burt Seidensticker*

Technician: *Michael Prosize*

License #: MP000002

License #: MP0002291

Expires: 2/28/2023

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Frank Bass
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 6/9/2021
Site: 7106 Fm 2673
Canyon Lake, TX 78133
(830) 743-1258

Permit #: 109317
Agency: Comal County
County: Comal Sub:
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorine System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2020 - 3/3/2022
Scheduled Date: 7/3/2021 Inspection 4 of 6
Installed: 8/26/2019
Aerator S/N: 1509 Warranty End: 8/26/2021
GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

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

Visit Date: 6/9/2021 Time In: 1245pm Out: 0145pm

Method: Grab

Technician: Michael Prorise

Maint. Provider: Rudy Carson

Aerators: Operational

Sludge Levels

Filters: Operational

For Tank 1: 0"

Irrigation Pumps: Operational

For Tank 2: 0"

Disinfection Device: Operational

For Tank 3: 4"

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter. Red light replaced both pump breakers under warranty. Cleaned pump screens and drip filter. Red light is off. Recommend cleaning drip filter again tomorrow.

Insp ID #: 109895

Provider:

Rudy Carson

Technician: **Michael Prorise**

License #: MP0002036

License #: MP0002291

Expires: 2/28/2023



Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: **Barbara Mong**
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 11/30/2021
Site: 7106 Fm 2673
Canyon Lake, TX 78133

Permit #: **109317**

Agency: Comal County

County: Comal

Mfg / Brand: Advantage Wastewater LLC - Nu Water

Treatment Type: Aerobic Without Chlorine System S/N: 1508

Disposal: Drip Emitters

Customer ID: 6942

Contract Dates: 3/3/2020 - 3/3/2022

Scheduled Date: 11/3/2021

Inspection 5 of 6

Installed: 8/26/2019

Aerator S/N: 1509

Warranty End: 8/26/2021

GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: **11/30/2021**

Time In: 1140am

Out: 1230pm

Entered By: Michael Prosize

Method: **Grab**

Technician: Michael Prosize

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Sludge Levels

For Tank 1: 7"

For Tank 2: 0"

For Tank 3: 4"

Air Filter: Good

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Color: Good

Odor: Good

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Scum in pretreatment is 3".
Red light- cleaned drip filter and flushed lines. Red light is off.

Service Completed

Insp ID #: 116704

Provider:

Rudy Carson

Technician: **Michael Prosize**

License Info: MP0002036 Expires:

License Info: MP0002291 Expires: 2/28/2023



Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Barbara Mong
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 12/16/2021
Site: 7106 Fm 2673
Canyon Lake, TX 78133

Permit #: **109317**

Customer ID: 6942

Agency: Comal County

Contract Dates: 3/3/2020 - 3/3/2022

County: Comal

Scheduled Date 3/3/2022

Mfg / Brand: Advantage Wastewater LLC - Nu Water

Installed: 8/26/2019

Treatment Type: Aerobic Without Chlorine System S/N: 1508

Aerator S/N: 1509

Warranty End: 8/26/2021

Disposal: Drip Emitters

GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Customer Request

Visit Date: 12/16/2021

Time In: 1045am

Out: 1055am

Entered By: Michael Prorise

Method: Grab

Technician: Michael Prorise

Maint. Provider: Rudy Carson

Tank Lid / Riser: Secured

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. Replaced alarm breaker- red light is off.

Service Completed

Insp ID #: 118017

Provider:

Rudy Carson

Technician: *Michael Prorise*

License Info: MP0002036 Expires:

License Info: MP0002291 Expires: 2/28/2023



Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Barbara Mong
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 3/9/2022
Site: 7106 Fm 2673
Canyon Lake, TX 78133

Permit #: **109317** Customer ID: 6942
Agency: Comal County Contract Dates: 3/3/2020 - 3/3/2022
County: Comal Scheduled Date: 3/3/2022 Inspection 6 of 6
Mfg / Brand: Advantage Wastewater LLC - Nu Water Installed: 8/26/2019
Treatment Type: Aerobic Without Chlorine System S/N: 1508 Aerator S/N: 1509 Warranty End: 8/26/2021
Disposal: Drip Emitters GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"

Visit Date: 3/9/2022 Time In: 1050am Out: 1130am

Entered By: Alejandro Gonzalez

Method: Grab

Technician: Alejandro Gonzalez

Maint. Provider: Rudy Carson

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational

Sludge Levels
For Tank 1: 14"
For Tank 2: 0"
For Tank 3: 0"

Air Filter: Good

Tank Lid / Riser: Secured

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

Color: Good
Odor: Good

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Scum in pretreatment is 8".
Red light on but system working properly. We need to open control panel to reset breaker. Could not access due to pad lock.

Service Completed

Insp ID #: 121290

Provider: *Rudy Carson*

Technician: *Alejandro Gonzalez*

License Info: MP0002036 Expires:

License Info: MT0000996 Expires: 1/31/2025

Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

Customer ID: 6942

Contract Period

Start Date: 3/3/2022
End Date: 3/3/2023

To: Barbara Mong
7106 Fm 2673
Canyon Lake, TX 78133

Main Phone:
Cell Phones:

Permit #: 109317

Site: 7106 Fm 2673, Canyon Lake, TX 78133
County: Comal
Installer: Doug Dowlern
Agency: Comal County
Mfg/Brand: Advantage Wastewater LLC-Nu Water-1508

Installed: 8/26/2019
Warranty End: 8/26/2021

Email: foxhollowrv@gmail.com
Block Creek Concrete Products, LLC
3 visits per year - one every 4 months
3000 gallons per day

This is to Certify that the above COMMERCIAL sewage system has an INITIAL inspections agreement per Texas Commission on Environmental Quality (TCEQ) standards for on site sewerage facilities as required.

Inspection reports by the above service company will be filed with the authorized agency as required by the TCEQ regulations. A weather proof tag or label will be attached to the controller showing the month that each inspection was made.

Items included on the Inspection Report generally include aerators, filters, irrigation pump, air compressor, disinfection device, chlorine supply, OK System light, spray field vegetation, probe, sprinkler or drip backwash.

We will visit your site within 48 hours of you notifying us of a problem.


XXXXXXXXXXXX is certified by the manufacturer of your system.

The air filter will be cleaned at each visit.

This agreement does not include the cost of repairs.

This agreement does not include the cost of chlorine.

Certified Inspector: _____ Date: 2.28.2022


Rudy Carson

Date Printed: 5/6/2022

Block Creek Concrete Products, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Barbara Mong
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 4/18/2022
Site: 7106 Fm 2673
Canyon Lake, TX 78133

Permit #: **109317**
Agency: Comal County
County: Comal
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorine System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2022 - 3/3/2023
Scheduled Date 7/3/2022
Installed: 8/26/2019
Warranty End: 8/26/2021
Aerator S/N: 1509
GPS Coordinates - Latitude: 29.840980 Longitude: -98.253508

Service Type: Customer Request

Visit Date: 4/18/2022

Entered By: Rudy Carson

Method: Grab

Technician: Rudy Carson

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. Red light on both systems - reset alarm breaker on bottom system and is not alarming checked top system and is not alarming either

Service Completed

Provider: *Rudy Carson*

Technician: *Rudy Carson*

Insp ID #: 123516

License Info: MP0002036 Expires:

License Info: MP0002036 Expires: 10/22/2022



Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: **Barbara Mong**
7106 Fm 2673
Canyon Lake, TX 78133

Printed: 7/12/2022
Insp ID #: 127827
Main Phone:
Work:
Cell Phone:
Alt Cell:

Permit #: **109317**
Agency: Comal County
County: Comal
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorine System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2022 - 3/3/2023
Scheduled Date 7/3/2022 Inspection 1 of 3
Installed: 8/26/2019
Aerator S/N: 1509 Warranty End: 8/26/2021
GPS Coordinates: Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

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

Visit Date: 7/12/2022 Time In:

Method: Grab

Technician: Rudy Carson
Maint. Provider: Rudy Carson

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational

Sludge Levels
For Tank 1: 4
For Tank 2: 0"
For Tank 3: 0"

Floats: OP
Timer: OP

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

Tank Lid / Riser: Secured

Alarm: Operational

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filters. - Scum in pretreatment is 3" - Cleaned drip filter and back flushed drip filter - Objects observed in your septic. Please do not flush foreign object other than toilet tissue. ANYTHING ELSE WILL DAMAGE YOUR SYSTEM. If you have any questions please call our office for more details. (Wipes, condoms, chip bags, and gloves are in the pretreatment

Site: 7106 Fm 2673, Canyon Lake, TX 78133

Provider: *Rudy Carson*

Technician: *Rudy Carson*

License Info: MP0002036 Expires:

License Info: MP0002036 Expires: 10/22/2022



Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

Customer ID: 6942

Contract Period

Start Date: 3/3/2023
End Date: 3/3/2024

To: Fox Hollow RV
308 Eagle Dr Number 101
San Marcos, TX 78666

Main Phone: (303) 250-4391
Cell Phones:

Site: 7106 Fm 2673, Canyon Lake, TX 78133
County: Comal
Installer: Doug Dowlern
Agency: Comal County
Mfg/Brand: Advantage Wastewater LLC-Nu Water-1508

Installed: 8/26/2019
Warranty End: 8/26/2021

Permit #: 109317
Email: foxhollowrv@gmail.com
Block Creek Concrete Products, LLC
3 visits per year - one every 4 months
3000 gallons per day

This is to Certify that the above COMMERCIAL sewage system has an INITIAL inspections agreement per Texas Commission on Environmental Quality (TCEQ) standards for on site sewerage facilities as required.

Inspection reports by the above service company will be filed with the authorized agency as required by the TCEQ regulations. A weather proof tag or label will be attached to the controller showing the month that each inspection was made.

Items included on the Inspection Report generally include aerators, filters, irrigation pump, air compressor, disinfection device, chlorine supply, OK System light, spray field vegetation, probe, sprinkler or drip backwash.

We will visit your site within 48 hours of you notifying us of a problem.


XXXXXXXXXXXX is certified by the manufacturer of your system.

The air filter will be cleaned at each visit.

This agreement does not include the cost of repairs.

This agreement does not include the cost of chlorine.

Certified Inspector: _____ Date: 1/19/2023


Rudy Carson

Date Printed: 1/19/2023

Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Barbara Mong
308 Eagle Dr Number 101
San Marcos, TX 78666

Printed: 12/6/2022
Insp ID #: 134383

Main Phone (303) 250-4391
Work:
Cell Phone:
Alt Cell:

Permit #: 109317

Agency: Comal County
County: Comal

Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorine System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2022 - 3/3/2023
Scheduled Date 3/3/2023

Aerator S/N: 1509
GPS Coordinates: Latitude: 29.840980 Longitude: -98.253508
Installed: 8/26/2019
Warranty End: 8/26/2021

Service Type: Customer Request

Visit Date: 12/6/2022

Time In:

Entered By: Rudy Carson

Method: Grab

Technician: Rudy Carson

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Floats: OP

Timer: OP

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. System alarming - reset alarm breaker and also replaced hwa alarm light

Service Completed

Site: 7106 Fm 2673, Canyon Lake, TX 78133

Provider:

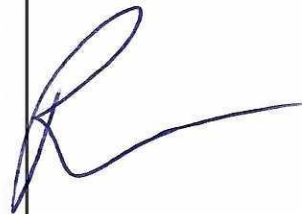
Rudy Carson

Technician:

Rudy Carson

License Info: MP0002036 Expires: 11/30/2025

License Info: MP0002036 Expires:



Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Barbara Mong
308 Eagle Dr Number 101
San Marcos, TX 78666

Printed: 12/23/2022 Main Phone: (303) 250-4391
Insp ID #: 134425 Work:
Cell Phone:
Alt Cell:

Permit #: **109317**
Agency: Comal County
County: Comal
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorin System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2022 - 3/3/2023
Scheduled Date: 3/3/2023
Installed: 8/26/2019
Aerator S/N: 1509 Warranty End: 8/26/2021
GPS Coordinates: Latitude: 29.840980 Longitude: -98.253508

Service Type: Customer Request

Visit Date: **12/23/2022** Time In: Out: **230**

Entered By: **Jason K Stanberry**

Method: **Grab**
Technician: Jason K Stanberry
Maint. Provider: Rudy Carson

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational

Floats: OP
Timer: OP

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

Tank Lid / Riser: Secured

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. Red light - system full both pumps are working good and screens are clean. Everyone dripping water is adding too much water to system.

Service Completed

Site: 7106 Fm 2673, Canyon Lake, TX 78133

Provider: **Rudy Carson**

Technician: Jason K Stanberry

License Info: MP0002036 Expires: 11/30/2025

License Info: MP0002388 Expires: 10/30/2024

Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Fox Hollow RV
308 Eagle Dr Number 101
San Marcos, TX 78666

Printed: 4/13/2023
Insp ID #: 138304
Main Phone: (303) 250-4391
Work:
Cell Phone:
Alt Cell:

Permit #: **109317**
Agency: Comal County
County: Comal
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorine System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2023 - 3/3/2024
Scheduled Date: 3/3/2023
Inspection 1 of 3
Installed: 8/26/2019
Warranty End: 8/26/2021
Aerator S/N: 1509
GPS Coordinates: Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

This counts as a type of "Scheduled Inspection"
Entered By: Ronnie W Krampota

Visit Date: 4/13/2023 Time In: 1230pm Out: 1250pm

Method: Grab

Technician: Ronnie W Krampota

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Sludge Levels

For Tank 1: 20

For Tank 2: 26

For Tank 3: 12

Floats: OP

Timer: OP

Air Filter: Good

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Color: Good

Odor: Good

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Pad lock on control panel - Cleaned compressor filter - Scum in pretreatment is 7" - Compressor next to dosing tank is not wired in - *****SYSTEM PUMPING NEEDED***** We recommend R.W. Septic their number is 830-377-3995, Ferguson & Sons septic pumping 830-431-6104 (Due to sluge level in the pump tank)

Service Completed

Site: 7106 Fm 2673, Canyon Lake, TX 78133

Provider: *Rudy Carson*

Technician: Ronnie W Krampota

License Info: MP0002036 Expires: 11/30/2025

License Info: MT0001175 Expires: 7/31/2023

Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Fox Hollow RV
308 Eagle Dr Number 101
San Marcos, TX 78666

Printed: 5/3/2023
Insp ID #: 140157

Main Phone: (303) 250-4391
Work:
Cell Phone:
Alt Cell:

Permit #: **109317**

Agency: Comal County

County: Comal

Mfg / Brand: Advantage Wastewater LLC - Nu Water

Treatment Type: Aerobic Without Chlorin System S/N: 1508

Disposal: Drip Emitters

Customer ID: 6942

Contract Dates: 3/3/2023 - 3/3/2024

Scheduled Date: 7/3/2023

Installed: 8/26/2019

Aerator S/N: 1509

Warranty End: 8/26/2021

GPS Coordinates: Latitude: 29.840980 Longitude: -98.253508

Service Type: Repair

Visit Date: 5/3/2023

Method: Grab

Technician: Rudy Carson

Maint. Provider: Rudy Carson

Entered By: Rudy Carson

Copy emailed to Customer

Customer Emailed: 5/3/2023

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. Red light - red light was on on the dosing panel fixed omron timer. Water coming down the hill on the top system is ground water - Copy emailed to the customer on 5/3/2023.

Service Completed

Site: 7106 Fm 2673, Canyon Lake, TX 78133

License Info: MP0002036 Expires: 11/30/2025

License Info: MP0002036 Expires:



Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Fox Hollow RV
308 Eagle Dr Number 101
San Marcos, TX 78666

Printed: 10/3/2023
Insp ID #: 145920
Main Phone: (303) 250-4391
Work:
Cell Phone: (830) 837-2834
Alt Cell:

Permit #: **109317**

Agency: Comal County
County: Comal
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorin System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2023 - 3/3/2024
Scheduled Date: 7/3/2023
Inspection 2 of 3
Installed: 8/26/2019
Aerator S/N: 1509
Warranty End: 8/26/2021
GPS Coordinates: Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

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

Visit Date: 10/3/2023

Time In: Out: 10:23

Method: Grab

Technician: Landon Gronvold

Maint. Provider: Rudy Carson

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Sludge Levels

For Tank 1: 12"

For Tank 2: 0"

For Tank 3: 0"

Floats: OP

Timer: OP

Electric Circuits: Operational

Distribution System: Operational

Sprayfield Veg: Operational

Tank Lid / Riser: Secured

Alarm: Operational

Comments

Service Completed

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Scum in pretreatment is 2" system is working good. Electrical box (20 amp breaker on far left of box is tripping occasionally) customer requesting new breaker. And new rubber gasket for drip filed. - Cleaned drip filter and back flushed drip filed

Site: 7106 Fm 2673, Canyon Lake, TX 78133

Provider: **Rudy Carson**

Technician: **Landon Gronvold**

License Info: MP0002036 Expires: 11/30/2025

License Info: MT0001995 Expires: 10/31/2023

Block Creek Aerobic Services, LLC
444 A Old Hwy No 9
Comfort, TX 78013

Phone: (830) 995-3189
Fax: (830) 995-4051

To: Fox Hollow RV
308 Eagle Dr Number 101
San Marcos, TX 78666

Printed: 10/20/2023
Insp ID #: 147412
Main Phone (303) 250-4391
Work:
Cell Phone: (830) 837-2834
Alt Cell:

Permit #: **109317**
Agency: Comal County
County: Comal
Mfg / Brand: Advantage Wastewater LLC - Nu Water
Treatment Type: Aerobic Without Chlorine System S/N: 1508
Disposal: Drip Emitters

Customer ID: 6942
Contract Dates: 3/3/2023 - 3/3/2024
Scheduled Date 11/3/2023
Inspection 3 of 3
Installed: 8/26/2019
Warranty End: 8/26/2021
Aerator S/N: 1509
GPS Coordinates: Latitude: 29.840980 Longitude: -98.253508

Service Type: Scheduled Inspection

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

Visit Date: 10/20/2023 Time In:

Method: Grab
Technician: Rudy Carson
Maint. Provider: Rudy Carson

Aerators: Operational
Filters: Operational
Irrigation Pumps: Operational
Disinfection Device: Operational

Sludge Levels
For Tank 1: 0"
For Tank 2: 0"
For Tank 3: 0"

Floats: OP
Timer: OP

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

Tank Lid / Riser: Secured

Alarm: Operational

Comments

- Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filters. Tripping breaker - replaced bad spray pump system was being pumped out when I was onsite.

Service Completed

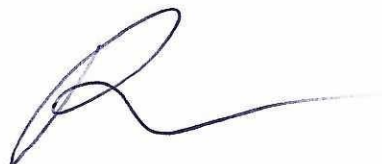
Site: 7106 Fm 2673, Canyon Lake, TX 78133

Provider: *Rudy Carson*

License Info: MP0002036 Expires: 11/30/2025

Technician: *Rudy Carson*

License Info: MP0002036 Expires:



Block Creek Aerobic Services, LLC

444 A Old Hwy No 9
Comfort, TX 78013

(830) 995-3189

Printed: 2/27/2024

Permit: 109317

Site: 7106 Fm 2673, Canyon Lake, TX 78133

Main Phone: 3032504391
Cell Phone: 8308372834

Fox Hollow RV

308 Eagle Dr Number 101
San Marcos, TX 78666

Agency: Comal County
County: Comal

System Info: MFG: Advantage Wastewater LLC Brand: Nu Water Customer ID: 6942
 Treatment Type: Aerobic Without Chlorine Disposal Type: Drip Emitters Aerator S/N: 1509 Insp ID: 154929
 Installed: 8/26/2019 Warranty Expiration: 8/26/2021 System S/N: 1508

Visit Details

Visit Date: 2/27/2024 **Entered By:** Nicholas R Zigalo <----->
 Scheduled Date: 3/3/2024 Time In: Contract Starts: 3/3/2023 GPS Lat: 29.840980 GPS Long: -98.253508
 Entered On: 2/27/2024 Contract Ends: 3/3/2024

Visit Results

Service Type: Scheduled Inspection

Count: Inspection 4 of 3

Method: Grab

Technician: Nicholas R Zigalo

Provider: Rudy Carson

License #

MT0002016

Expires

12/31/2026

MP0002036

11/30/2025

Service Completed

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Sludge Level Tank 1: 12

Sludge Level Tank 2: 5

Sludge Level Tank 3: 2

Floats: OP

Timer: OP

Tank Lid / Riser: Secured

Electric Circuits: Operational

Distribution System: Operational

Drip/Sprayfield Veg: Operational

Alarm: Operational

Comments

- Scum in pretreatment is 1" - Technician Secured the Tank Lid and/or Riser prior to leaving location. - Cleaned compressor filter - Cleaned drip filter and back flushed drip field

Provider: *Rudy Carson*

Technician: Nicholas R Zigalo

License: Number: MP0002036 Exp: 11/30/2025

License: Number: MT0002016 Exp: 12/31/2026



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer	Residential	Initial Contract
Fox Hollow RV Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site Address	Agency	
7106 FM 2673, Canyon Lake, TX 78133	Comal County	
Email	Phone	Permit Number
foxhollowrv@gmail.com	(830) 837-2834	
System Details		
Treatment: Aerobic Surface Application /		

AGREEMENT

I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 4222 FM 482 New Braunfels, Texas 78132. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Dates & Fees:

This agreement provides maintenance from **1/12/2024** to **1/12/2025** for a total fee of **\$1,100.00**

III. Services by Contractor:

- Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
- Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
- Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
- Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.
- Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
- Visit site within 48 hours of a service request.
- Provide Customer Support line at 855-560-9909.

IV. Client Responsibilities:

1. Maintain Chlorinator and proper chlorine supply, unless otherwise specified.
2. Provide all necessary lawn or yard maintenance and remove all obstructions, including dogs and other animals as needed to allow the OSSF to function properly and the Contractor easy and safe access to all parts of
3. Immediately notify Contractor of any alarms or system problems.
4. Have tanks pumped out as directed by manufacturer, typically every 3 years.
5. Be available by text, phone, or in person when the Contractor is on site in case of required repair approvals or questions.
6. Maintain site drainage to prevent adverse effects on OSSF.
7. Promptly pay Contractor's bills, fees, and invoices in full.

V. Access By Contractor:

Access By Contractor: The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of repairs and services described herein.

VI. Termination of This Agreement:

Either party may terminate this agreement with 30 days' written notice in the event of the other party's substantive failure to perform in accordance with this agreement without fault of the terminating party. Is this agreement is terminated, the Contractor will notify the appropriate regulatory authority.

VII. Limitation of Liability:

In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

VIII. Payment Terms:

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client.

IX. Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, 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.

Fox Hollow RV Park

Luna Environmental / Ryan Seidensticker

DocuSigned by: Customer Name

Maintenance Provider Name

Fox Hollow RV Park

Ryan Seidensticker

License # MP0001708

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Customer Signature

Maintenance Provider Signature

Additional Comments / Special Terms

Permit # 105992



WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer	Residential	Initial Contract
Fox Hollow RV Park	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Site Address	Agency	
7106 FM 2673, Canyon Lake, TX 78133	Comal County	
Email	Phone	Permit Number
foxhollowrv@gmail.com	(830) 837-2834	
System Details		
Treatment: Aerobic Surface Application /		

AGREEMENT

I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 9595 Ranch Rd 12 Suite #1 Wimberley, TX 78676. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Dates & Fees:

This agreement provides maintenance from **1/12/2025** to **1/12/2026** for a total fee of **\$325.00**

III. Services by Contractor:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once per year for LPD systems, once every four (4) months for residential properties, or once every one (1) month for commercial properties.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Additional charges may apply for labor and service calls. Repair quotes of non-warranty items must be approved by Client before work is performed.
5. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
6. Visit site within 48 hours of a service request.
7. Provide Customer Support line at (855) 560-9909.

IV. Client Responsibilities:

1. Maintain Chlorinator and proper chlorine supply, unless otherwise specified.
2. Provide all necessary lawn or yard maintenance and remove all obstructions, including dogs and other animals as needed to allow the OSSF to function properly and the Contractor easy and safe access to all parts of system.
3. Immediately notify Contractor of any alarms or system problems.
4. Have tanks pumped out as directed by manufacturer, typically every 3 years.
5. Be available by text, phone, or in person when the Contractor is on site in case of required repair approvals or questions.
6. Maintain site drainage to prevent adverse effects on OSSF.
7. Promptly pay Contractor's bills, fees, and invoices in full.

V. Access By Contractor:

Access By Contractor: The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of repairs and services described herein.

VI. Termination of This Agreement:

Either party may terminate this agreement with 30 days' written notice in the event of the other party's substantive failure to perform in accordance with this agreement without fault of the terminating party. If this agreement is terminated, the Contractor will notify the appropriate regulatory authority.

VII. Limitation of Liability:

In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

VIII. Payment Terms:

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client.

IX. Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, 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.

Fox Hollow RV Park

Signed by: Customer Name

Katelynn Reeves

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Customer Signature

Luna Environmental / Logan Leppo

Maintenance Provider Name

LOGAN LEPP

License # MP0002494

Maintenance Provider Signature

Additional Comments / Special Terms:

Permit # 109317