

**From:** Ritzen, Brenda  
**To:** [cjf423@gmail.com](mailto:cjf423@gmail.com)  
**Cc:** "[Greg Johnson](#)"  
**Subject:** Permit 109412  
**Date:** Tuesday, September 8, 2020 8:25:00 AM

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Re: Lloyd Schimpf  
The Summit Estates at Fischer, Texas Unit 1 Lot 256  
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Mr. Schimpf,

We have received notice that the 2 year initial Maintenance Contract submitted with your Application for Permit has been cancelled. Your Permit to Construct has been temporarily suspended until our office receives a new 2 year initial Maintenance Contract with an authorized Maintenance Provider. Once a new 2 year initial Maintenance Contract has been received, your Permit to Construct will be re-instated and installation may proceed.

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](http://www.cceo.org)



WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number 109412  
Customer LLOYD F. SCHIMPF  
Site Address 523 STARS AND STRIPES  
City FISCHER, TEXAS Zip 78623  
Mailing Address 452 STARS & STRIPES  
County COMAL Map # 287 D3  
Phone 830-935-4862  
Email cjf423@gmail.com

2 YEAR CONTRACT  
2 YEAR WARRANTY ON PARTS AND LABOR

Subd/Legal: THE SUMMIT ESTATES AT FISCHER, TX, U1, LOT 256

**I. General:** This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between LLOYD F. SCHIMPF (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 LTO 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 when 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.

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**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.

  
Customer's Initials



BS

Contractor's Initials



**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 Contactor 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 Contactor, 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



BS

Contractor's Initials



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

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

**XII. Severability:**

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

**XIII. Fee for Services:**

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

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**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.

Burt S. Indestick  
Block Creek Aerobic Services, LLC,  
Contractor  
MC# 0000042 and MC#0000002

[Signature] 7/16/19  
Customer Signature Date

[Signature]

Customer's Initials



BS

Contractor's Initials

## Comal County Environmental Health OSSF Inspection Sheet

Installer Name: SCHMEF OSSF Installer #: HOMEOWNER

1st Inspection Date: 8/31/20 2nd Inspection Date: \_\_\_\_\_ 3rd Inspection Date: \_\_\_\_\_

Inspector Name: CONNER Inspector Name: \_\_\_\_\_ Inspector Name: \_\_\_\_\_

Permit#: 109412 Address: 523 STARS AND STRIPES

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	08/31/20	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)		08/31/20	9/1/20	
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)				

JC 8/31/20 PUMP TANK DOESN'T HAVE ENOUGH WATER, POSSIBLE LEAK ON EAST SIDE OF TANK

JC 9/1/20 TANK GOOD, COVER, NEED REVISION FOR LAYOUT.

**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 SingleTank, 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	08/31/20	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		08/31/20		
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			<b>550</b>			
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number			<b>NuWater</b>			
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	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom ) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes ( 3/16 - 1/4" dia. Hole Size ) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.	08/31/20	285.32(c)(1)		08/31/20		
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						



**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	08/31/20	285.33(d)(2)(G)(iii)(I)285.33(d)(2)(G)(iii)(II)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)		08/31/20		
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



# COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 109412  
Issued This Date: 08/28/2020  
This permit is hereby given to: Lloyd F. Schimpf

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

523 STARS AND STRIPES  
FISCHER, TX 78623

Subdivision: The Summit Estates at Fischer, Texas  
Unit: 1  
Lot: 256  
Block:  
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

\*\*\* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH

**REVISED**

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT  
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

9:54 am, Aug 12, 2020

Date July 3, 2019

Permit # 109412

Owner Name LLOYD F. SCHIMPF  
Mailing Address 452 STARS & STRIPES  
City, State, Zip FISCHER TEXAS 78623  
Phone# 830-935-4862  
Email cjf423@gmail.com

Agent Name GREG W. JOHNSON, P.E.  
Agent Address 170 HOLLOW OAK  
City, State, Zip NEW BRAUNFELS, TX 78132  
Phone # (830) 905-2778  
Email gregjohnsonpe@yahoo.com

All correspondence should be sent to:  Owner  Agent  Both

Method:  Mail  Email

Subdivision Name THE SUMMIT ESTATES at FISCHER, TEXAS Unit/Phase/Section 1 Lot 256 Block \_\_\_\_\_

Acreage/Legal \_\_\_\_\_

Street Name/Address 523 STARS & STRIPES City FISCHER Zip 78623

**Type of Development:**

Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 3416

Non-Single Family Residential

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

Type of Facility \_\_\_\_\_

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

Restaurants, Lounges, Theaters - Indicate Number of Seats \_\_\_\_\_

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds \_\_\_\_\_

Travel Trailer/RV Parks - Indicate Number of Spaces \_\_\_\_\_

Miscellaneous \_\_\_\_\_

Estimated Cost of Construction: \$ 300,000 (Structure Only)

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

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

Source of Water  Public  Private Well

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

By signing this application, I certify that:

- The completed application and all additional information submitted does not contain any false information and does not conceal any material facts.
- Authorization is hereby given to the permitting authority and designated agents to enter upon the above described property for the purpose of site/soil evaluation and inspection of private sewage facilities.
- I also 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.

Lloyd Schimpf  
Signature of Owner

7/16/19  
Date

8/28/20

**From:** Ritzen, Brenda  
**To:** ["Greg Johnson"; Gros,Allyse](#)  
**Cc:** [cjf423@gmail.com](mailto:cjf423@gmail.com)  
**Subject:** RE: 523 STARS & STRIPES - SCHIMPF #109412  
**Date:** Wednesday, August 12, 2020 10:22:00 AM

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Greg,

✓ M. Schimpf is attempting to renew his permit. Please submit an application with a current signature.

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](http://www.cceo.org)

---

**From:** Greg Johnson <[gregjohnsonpe@yahoo.com](mailto:gregjohnsonpe@yahoo.com)>  
**Sent:** Wednesday, August 12, 2020 8:04 AM  
**To:** Gros,Allyse <[grosal@co.comal.tx.us](mailto:grosal@co.comal.tx.us)>; Ritzen, Brenda <[rabbjr@co.comal.tx.us](mailto:rabbjr@co.comal.tx.us)>  
**Cc:** [cjf423@gmail.com](mailto:cjf423@gmail.com)  
**Subject:** 523 STARS & STRIPES - SCHIMPF #109412

**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

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REVISED.  
THANKS,  
GREG

Send for Greg W. Johnson, P.E., R.S.)

170 Hollow Oak

New Braunfels, TX 78132

Office/Fax (830) 905-2778

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date July 3, 2019

Permit # 109412

Owner Name LLOYD F. SCHIMPF Agent Name GREG W. JOHNSON, P.E.
Mailing Address 452 STARS & STRIPES Agent Address 170 HOLLOW OAK
City, State, Zip FISCHER TEXAS 78623 City, State, Zip NEW BRAUNFELS, TX 78132
Phone# 830-935-4862 Phone # (830) 905-2778
Email cjf423@gmail.com Email gregjohnsonpe@yahoo.com

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

Subdivision Name THE SUMMIT ESTATES at FISCHER, TEXAS Unit/Phase/Section 1 Lot 256 Block
Acreage/Legal
Street Name/Address 523 STARS & STRIPES City FISCHER Zip 78623

Type of Development:

[X] Single Family Residential
Type of Construction (House, Mobile, RV, Etc.) HOUSE
Number of Bedrooms 4
Indicate Sq Ft of Living Area 3416

[ ] Non-Single Family Residential
(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)
Type of Facility
Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants
Restaurants, Lounges, Theaters - Indicate Number of Seats
Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds
Travel Trailer/RV Parks - Indicate Number of Spaces
Miscellaneous

Estimated Cost of Construction: \$ 300,000 (Structure Only)

Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement?
[ ] Yes [X] No (if yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water [X] Public [ ] Private Well
Are Water Saving Devices Being Utilized Within the Residence? [X] 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 also understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Signature of Owner Lloyd Schimpf

Date 7/16/19

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

**REVISED**  
9:54 am, Aug 12, 2020

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) NUWATER B-550 400ft Absorption/Application Area (Sq Ft) 5131

Gallons Per Day (As Per TCEQ Table III) 300

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

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

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

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

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

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

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

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

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

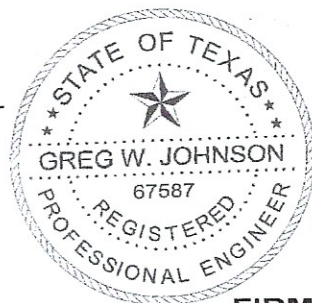
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

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

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

Is this property within an incorporated city?  Yes  No

If yes, indicate the city: \_\_\_\_\_



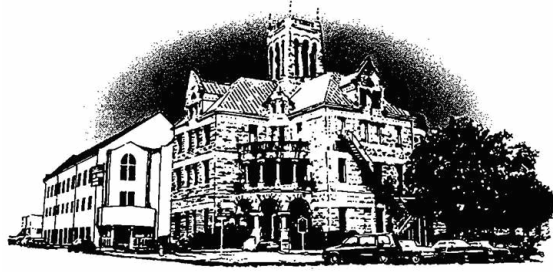
FIRM #2585

By signing this application, I certify that:

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

[Signature]  
Signature of Designer

July 10, 2019  
Date



# 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: 109412  
Issued This Date: 07/24/2019  
This permit is hereby given to: Lloyd F. Schimpf

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

523 STARS AND STRIPES  
FISCHER, TX 78623

Subdivision: The Summit Estates at Fischer, Texas  
Unit: 1  
Lot: 256  
Block:  
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

July 9, 2019

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

RE- SEPTIC DESIGN  
523 STARS & STRIPES  
THE SUMMIT ESTATES AT FISCHER, TX, UNIT 1, LOT 256  
FISCHER, TX 78623  
SCHIMPF RESIDENCE

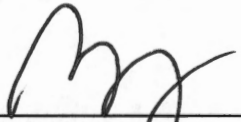
RECEIVED  
JUL 17 2019  
COUNTY ENGINEER

Ms. Brenda Ritzen/Sandra Hernandez,

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

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

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

 07/9/19  
\_\_\_\_\_  
Greg W. Johnson, P.E. No. 67587 / F#2585  
170 Hollow Oak  
New Braunfels, Texas 78132 - 830/905-2778





9  
Yes

**AFFIDAVIT**



201906024550 07/17/2019 11:55:13 AM 1/1

**THE COUNTY OF COMAL  
STATE OF TEXAS**

**CERTIFICATION OF OSSF REQUIRING MAINTENANCE**

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

**I**

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

**II**

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

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JUL 17 2019

1 UNIT/PHASE/SECTION \_\_\_\_\_ BLOCK 256 LOT THE SUMMIT ESTATES AT FISCHER, TEXAS SUBDIVISION \_\_\_\_\_  
COUNTY ENGINEER

IF NOT IN SUBDIVISION: \_\_\_\_\_ ACREAGE \_\_\_\_\_ SURVEY \_\_\_\_\_

The property is owned by (insert owner's full name): LLOYD F. SCHIMPF

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.

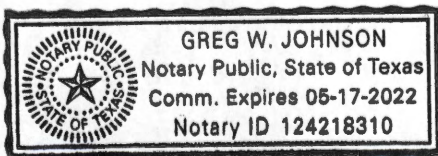
WITNESS BY HAND(S) ON THIS 16 DAY OF July, 2019

Lloyd Schimpf  
Owner(s) signature(s)

LLOYD F. SCHIMPF  
Owner (s) Printed name (s)

LLOYD F. SCHIMPF SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 16 DAY OF July, 2019

[Signature]  
Notary Public Signature



(Notary Seal Here)

THIS ARE FILED ONLY

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
07/17/2019 11:55:13 AM  
TERRI 1 Page(s)  
201906024550



Bobbie Koepf

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Regulatory Authority COMAL  
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 LLOYD F. SCHIMPF  
Site Address 523 STARS AND STRIPES  
City FISCHER, TEXAS Zip 78623  
Mailing Address 452 STARS & STRIPES  
County COMAL Map # 287 D3  
Phone 830-935-4862  
Email cjf423@gmail.com

2 YEAR CONTRACT  
2 YEAR WARRANTY ON PARTS AND LABOR

Subd/Legal: THE SUMMIT ESTATES AT FISCHER, TX, U1, LOT 256

**I. General:** This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between LLOYD F. SCHIMPF (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 LTO 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.

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JUL 17 2019

**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.

REGISTERED ENGINEER

**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.

  
Customer's Initials



BS

Contractor's Initials

**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):

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 Contactor 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 Contactor, 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:**

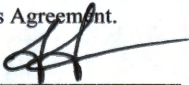
Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. 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



BS

Contractor's Initials

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

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

**XII. Severability:**

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

**XIII. Fee for Services:**

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

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**XIV. Payment:**

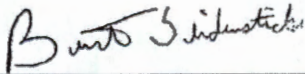
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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



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

  
Customer Signature

Date



Customer's Initials

© copyright  
all rights reserved

BS

Contractor's Initials

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

July 10, 2019

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

RE- Septic Design  
523 STARS AND STRIPES  
The SUMMIT ESTATES at FISCHER, Texas, Unit 1, Lot 256  
FISCHER, TX 78623  
SCHIMPF RESIDENCE

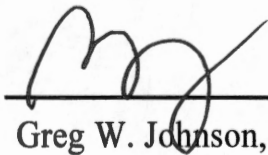
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JUL 17 2019  
COUNTY ENGINEER

Ms. Ritzen/Hernandez,

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

If I can be of further assistance please contact me.

Respectfully yours,

  
Greg W. Johnson, P.E., F#2585

07/10/19  
Date



**ON-SITE SEWERAGE FACILITY  
SOIL EVALUATION REPORT INFORMATION**

Date Soil Survey Performed: July 08, 2019

Site Location: The SUMMIT ESTATES at FISHER, TEXAS, UNIT 1, LOT 256

Proposed Excavation Depth: N/A

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JUL 17 2019

**Requirements:**

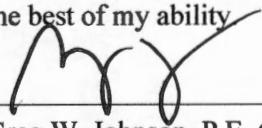
At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.  
Locations of soil boring or dug pits must be shown on the site drawing.  
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.  
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

COUNTY ENGINEER

SOIL BORING NUMBER		SURFACE EVALUATION				
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 12"	BROWN
1						
2						
3						
4						
5						

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

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

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

07/08/19  
Date

**REVISED**

9:54 am, Aug 12, 2020

**OSSF SOIL EVALUATION REPORT INFORMATION**

Date: August 12, 2020

**Applicant Information:**

**Site Evaluator Information:**

Name: LLOYD F. SCHIMPF  
Address: 452 STARS & STRIPES  
City: FISCHER State: TX  
Zip Code: 78623 Phone: 830-935-4862

Name: Greg W. Johnson, P.E., R.S., S.E. 11561  
Address: 170 Hollow Oak  
City: New Braunfels State: Texas  
Zip Code: 78132 Phone & Fax (830)905-2778

**Property Location:**

**THE SUMMIT ESTATES**

**Installer Information:**

Lot 256 Unit 1 Blk      Subd. AT FISCHER, TEXAS  
Street Address: 523 STARS & STRIPES  
City: FISCHER Zip Code: 78623  
Additional Info.:     

Name:       
Company:       
Address:       
City:      State:       
Zip Code:      Phone     

**Topography:** Slope within proposed disposal area: 3 - 4 %  
Presence of 100 yr. Flood Zone: YES      NO X  
Existing or proposed water well in nearby area. YES      NO X  
Presence of adjacent ponds, streams, water impoundments YES      NO X  
Presence of upper water shed YES      NO X  
Organized sewage service available to lot YES      NO X

**Design Calculations for Aerobic Treatment with Spray Irrigation:**

Commercial

Q =      GPD     

Residential Water conserving fixtures to be utilized? Yes X No     

Number of Bedrooms the septic system is sized for: 4 Total sq. ft. living area 3416

Q gal/day = (Bedrooms +1) \* 75 GPD - (20% reduction for water conserving fixtures)

Q = (4 +1)\*75-(20%)= 300

Trash Tank Size 353 Gal.

TCEQ Approved Aerobic Plant Size 600 G.P.D.

Req'd Application Area = Q/Ri = 300 / 0.064 = 4688 sq. ft.

Application Area Utilized = 5131 sq. ft.

Pump Requirement 11.7 Gpm @ 40 Psi (FRANKLIN 0.5 HP C1 series or equivalent)

Dosing Cycle:      ON DEMAND or X TIMED TO DOSE IN PREDAWN HOURS

Pump Tank Size = 768 Gal. 14.5 Gal/inch.

Reserve Requirement = 100 Gal. 1/3 day flow.

Alarms: Audible & Visual High Water Alarm & Visual Air Pump malfunction

With Chlorinator

SCH-40 or SDR-26 3" or 4" sewer line to tank

Two way cleanout

Pop-up rotary sprinkler heads w/ purple non-potable lids

1" Sch-40 PVC discharge manifold

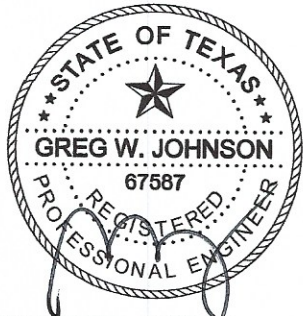
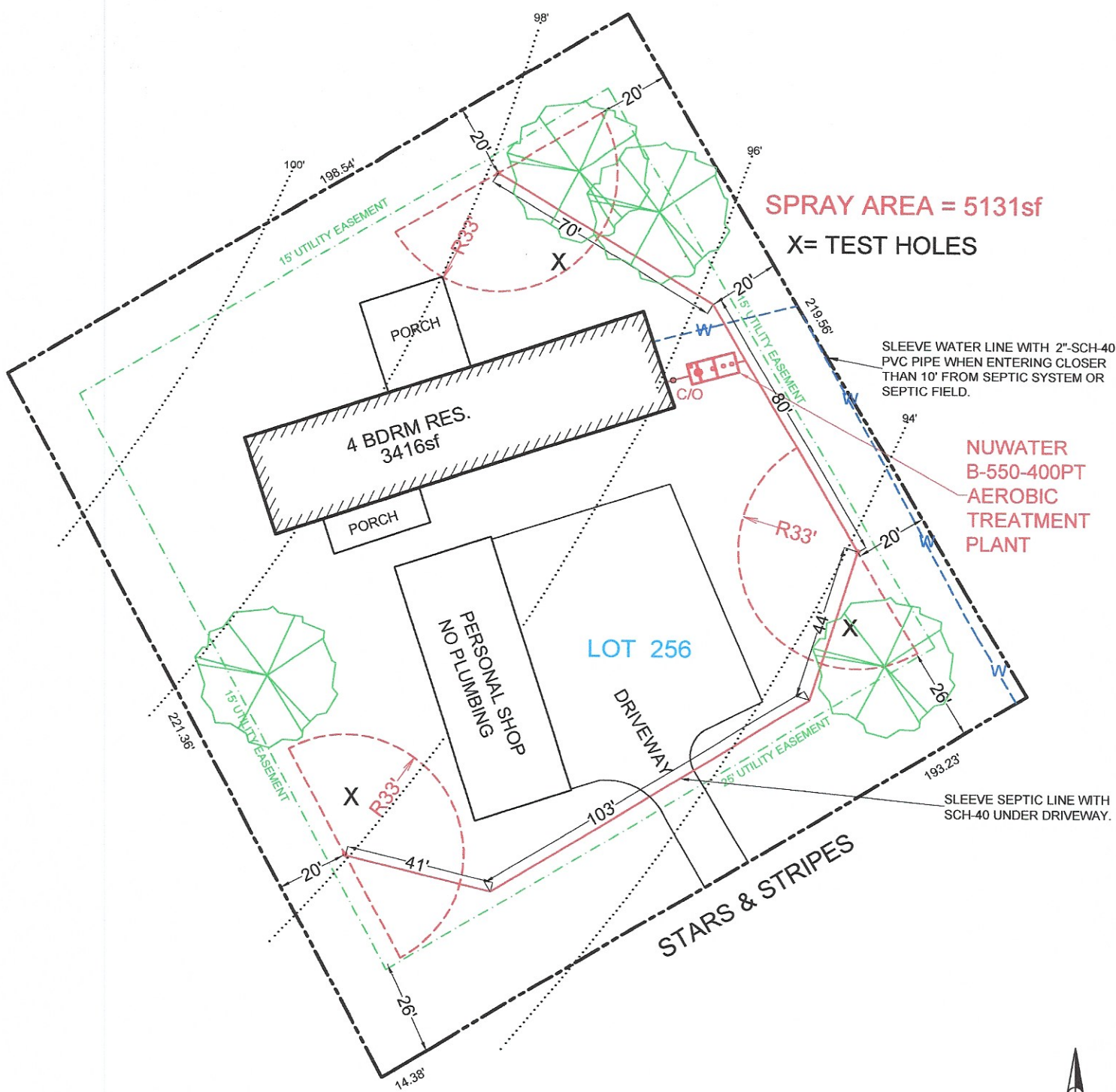
APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016)

      
GREG W. JOHNSON, P.E. F#002585 - S.E. 11561

08/12/2020  
DATE





OWNER: LLOYD F. SCHIMPF		DRAWN BY: EJS III/GWJ	
STREET ADDRESS: 523 STARS & STRIPES			
LEGAL DESC: The SUMMIT ESTATES at FISCHER, TEXAS	UNIT/SECTION/PHASE: 1	BLOCK:	LOT: 256
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 7/9/2019	REVISED: 08/08/2020



**TANK NOTES:**

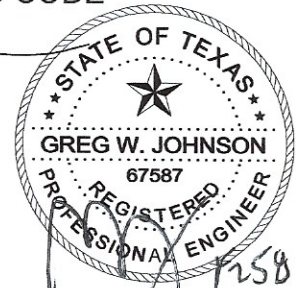
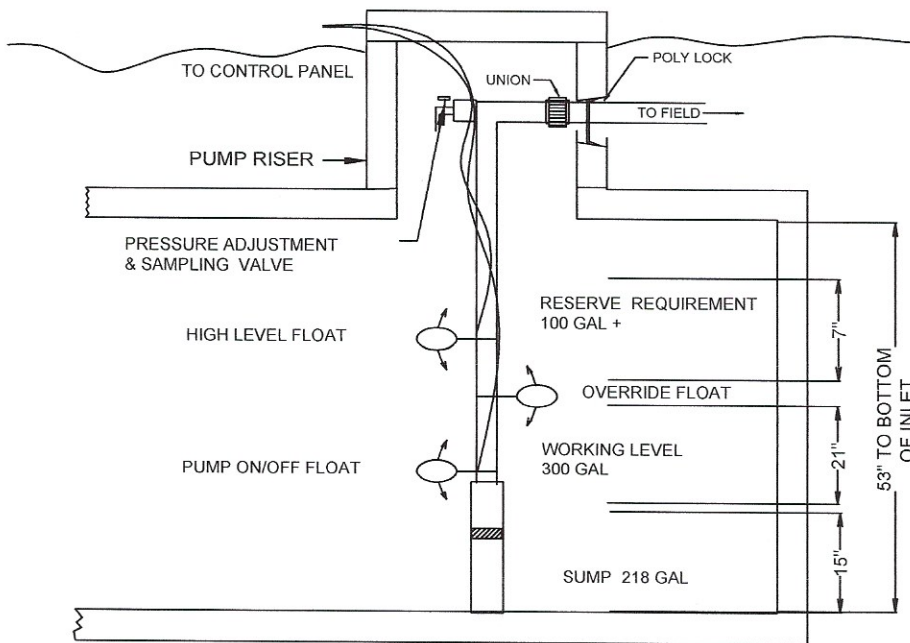
Tanks must be set to allow a minimum of 1/4" per foot fall from the residence.

Tightlines to the tank shall be SCH-40 PVC.

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

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

ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE



125815  
03/8/18

**TYPICAL PUMP TANK CONFIGURATION  
NU-WATER 550PC -400PT 768 GAL PUMP TANK**

# Assembly Details

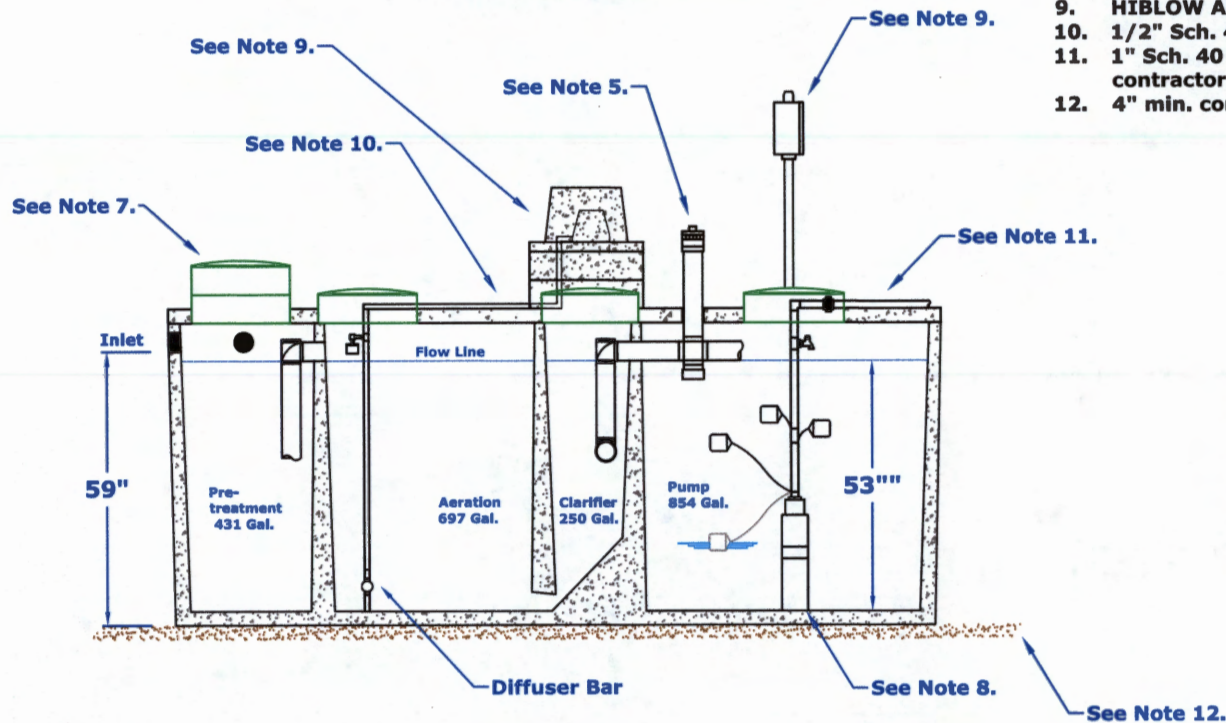
OSSF

**DIMENSIONS:**

Outside Height: 67"  
 Outside Width: 75"  
 Outside Length: 164.5"

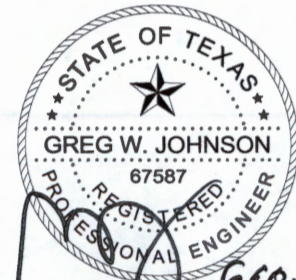
**MINIMUM EXCAVATION DIMENSIONS:**

Width: 87"  
 Length: 177"



**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 = 16,700 lbs.
4. Treatment capacity is 800 GPD. Pump compartment set-up for a 420 GPD Flow Rate (5 bedroom, < 4,501 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 2.60 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix B-800 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor



*Handwritten signature and date:*  
 F2585  
 01/09/15

**NuWater B-800  
 Aerobic Treatment Plant (Assembled)**

Model: B-800

March, 2010  
 By: A.S.

Scale:  
 \* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B800-2




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

**From:** Ritzen, Brenda  
**To:** ["Greg Johnson"](#)  
**Subject:** Permit 109412  
**Date:** Monday, August 10, 2020 11:41:00 AM  
**Attachments:** [Page from 109412.pdf](#)

---

Greg,

 Can you please submit remainder of planning materials to match the attached revised design.

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](http://www.cceo.org)

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date July 3, 2019

Permit # 109412



Owner Name LLOYD F. SCHMIDT  
Mailing Address 452 STARS & STRIPES  
City, State, Zip FISCHER TEXAS 78623  
Phone# 830-935-4862  
Email cjf423@gmail.com

Agent Name GREG W. JOHNSON, P.E.  
Agent Address 170 HOLLOW OAK  
City, State, Zip NEW BRAUNFELS, TX 78132  
Phone # (830) 905-2778  
Email gregjohnsonpe@yahoo.com

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

Subdivision Name THE SUMMIT ESTATES at FISCHER, TEXAS Unit/Phase/Section 1 Lot 256 Block

Acreage/Legal

Street Name/Address 523 STARS & STRIPES City FISCHER Zip 78623

Type of Development:

Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) HOUSE + DETACHED LIVING + PERSONAL SHOP

Number of Bedrooms 2076 +1020

Indicate Sq Ft of Living Area 3+2

AUG 10 2020

JUL 17 2019

Non-Single Family Residential

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

Type of Facility

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

Restaurants, Lounges, Theaters - Indicate Number of Seats

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

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

COUNTY ENGINEER

Estimated Cost of Construction: \$ 300,000 (Structure Only)

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

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



Source of Water  Public  Private Well

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

By signing this application, I certify that:

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

Signature of Owner Lloyd F. Schmidt

Date Aug 10/20, 7/18/19

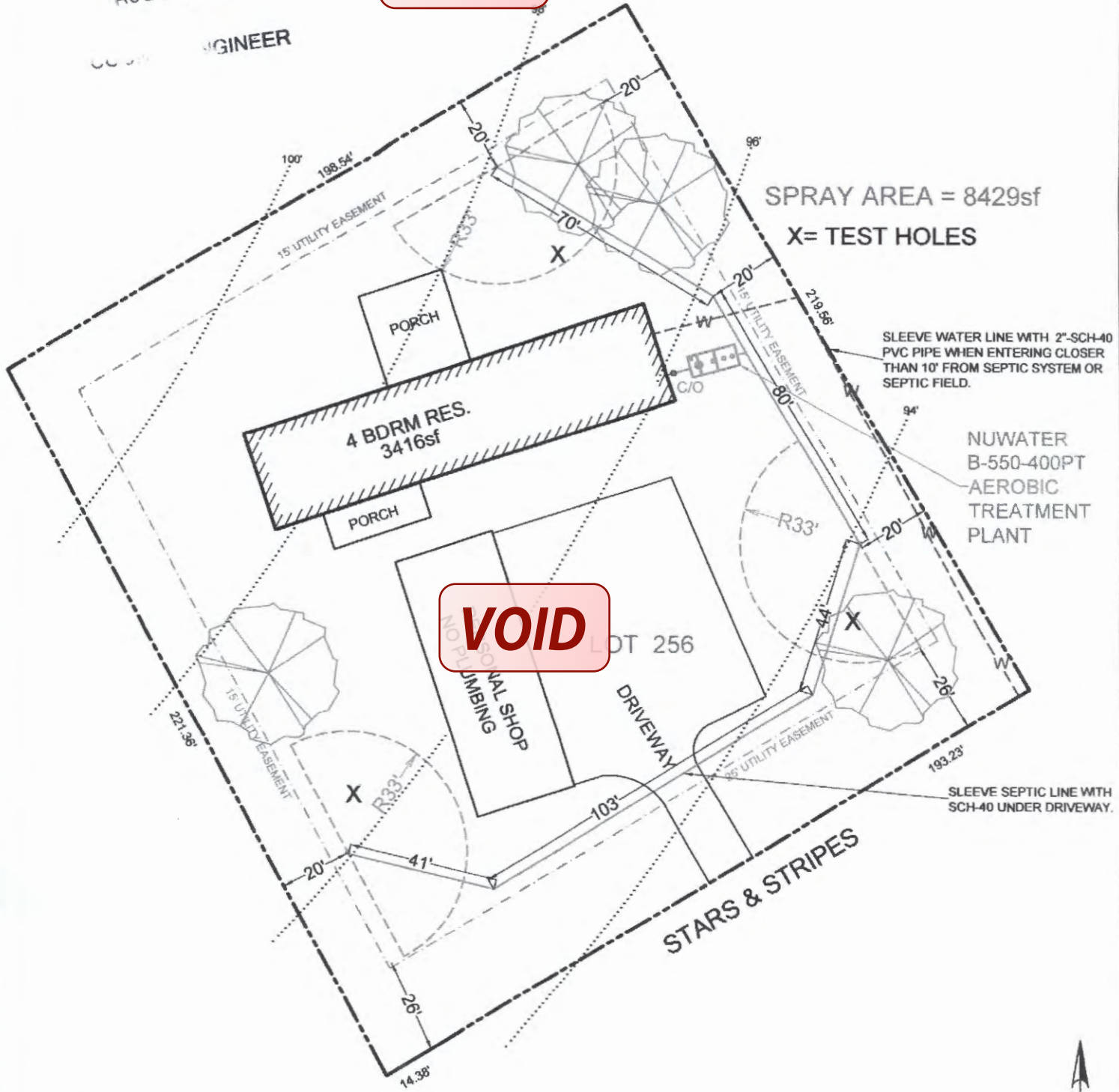
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AUG 10 2020

**VOID**

Revision

ENGINEER



**VOID**



OWNER:	LLOYD F. SCHIMPF	DRAWN BY:			EJS III/GWJ
STREET ADDRESS:	523 STARS & STRIPES				
LEGAL DESC:	The SUMMIT ESTATES at FISCHER, TEXAS	UNIT/SECTION/PHASE:	1	BLOCK:	LOT: 256
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=40'	DATE:	7/9/2019
				REVISED:	08/08/2020

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date July 3, 2019

Permit # 109412

Owner Name LLOYD F. SCH... Mailing Address 452 STARS & STRIPES City, State, Zip FISCHER TEXAS 78623 Phone# 830-935-4862 Email cjf423@gmail.com



Agent Name GREG W. JOHNSON, P.E. Agent Address 170 HOLLOW OAK City, State, Zip NEW BRAUNFELS, TX 78132 Phone # (830) 905-2778 Email gregjohnsonpe@yahoo.com

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

Subdivision Name THE SUMMIT ESTATES at FISCHER, TEXAS Unit/Phase/Section 1 Lot 256 Block Acreage/Legal Street Name/Address 523 STARS & STRIPES City FISCHER Zip 78623

Type of Development:

[X] Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) HOUSE + DETACHED LIVING + PERSONAL SHOP

Number of Bedrooms 2076 +1020

Indicate Sq Ft of Living Area 3+2

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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 Miscellaneous

Estimated Cost of Construction: \$ 300,000 (Structure Only)

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

[ ] Yes [X] No (if yes, owner must provide approval for proposed OSSF improvements within the USACE flowage easement)



Source of Water [X] Public [ ] Private Well

Are Water Saving Devices Being Utilized Within the Residence? [X] 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 also understand that a permit of authorization to construct will not be issued until the Floodplain Administrator has performed the reviews required by the Comal County Flood Damage Prevention Order.
- I affirmatively consent to the online posting/public release of my e-mail address associated with this permit application, as applicable.

Signature of Owner Lloyd Sch...

Date 7/16/19

\*\*\* COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH \*\*\*

APPLICATION FOR AUTHORIZATION TO CONSTRUCT AN ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

VOID

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) NUWATER B-800-PCS Absorption/Application Area (Sq Ft) 8429

Gallons Per Day (As Per TCEQ Table III) 440

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

Is the property located over the Edwards Recharge Zone? [ ] Yes [X] No

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

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Is there an existing TCEQ approved WPAP for the property? [ ] Yes [X] No

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

COUNTY ENGINEER

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

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

Is the property located over the Edwards Contributing Zone? [X] Yes [ ] No

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

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

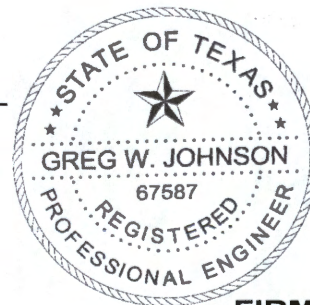
If there is no existing CZP, does the proposed development activity require a TCEQ approved CZP? [ ] Yes [ ] No

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

Is this property within an incorporated city? [ ] Yes [X] No

If yes, indicate the city:

VOID



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer

Date July 10, 2019

THE COUNTY OF COMAL  
STATE OF TEXAS

CERTIFICATE OF SINGLE FAMILY DWELLING

**VOID**

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

I

Before me this day appeared LLOYD F. SCHIMPF, being the owners of the referenced property at 523 STARS + STRIPES. They further state that the Residence and any additional living space on this property will be occupied only by a single family.

An OSSF requiring a Certification of Single Family Dwelling, will be installed on the property described as:

1 UNIT        BLOCK 256 LOT THE SUMMIT ESTATES AT FISHER TEXAS SUBDIVISION

IF NOT IN SUBDIVISION:        ACREAGE        SURVEY

The property is owned by LLOYD F SCHIMPF

WITNESS MY HAND ON THIS 16 OF DAY OF July, 2019.

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JUL 17 2019

Lloyd F Schimpf  
OWNER (SIGNATURE)

OWNER (SIGNATURE)

COUNTY ENGINEER

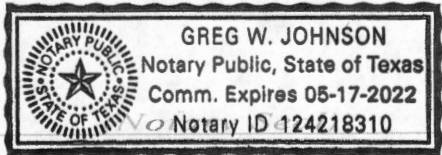
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 16 DAY OF July, 2019 BY

LLOYD F. SCHIMPF  
OWNER NAME (PRINTED)

**VOID**

OWNER NAME (PRINTED)

Greg W Johnson  
Notary Public Signature





OSSF SOIL EVALUATION REPORT INFORMATION

Date: July 09, 2019
Applicant Information:

VOID

Site Evaluator Information:
Name: Greg W. Johnson, P.E., R.S., S.E. 11561
Address: 170 Hollow Oak
City: New Braunfels State: Texas
Zip Code: 78132 Phone & Fax (830)905-2778

Property Location:
Lot 256 Unit 1 Blk Subd. The SUMMIT ESTATES at FISHER, TEXAS
Street Address: 523 STARS & STRIPES
City: FISCHER Zip Code: 78623
Additional Info.:

Installer Information:
Name:
Company:
Address:
City: State:
Zip Code: Phone

Topography: Slope within proposed disposal area: 3 to 4 %
Presence of 100 yr. Flood Zone: YES NO X
Existing or proposed water well in nearby area: YES NO X
Presence of adjacent ponds, streams, water impoundments: YES NO X
Presence of upper water shed: YES NO X
Organized sewage service available to lot: YES NO X

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JUL 17 2019
COUNTY ENGINEER

Design Calculations for Aerobic Treatment with Spray Irrigation:

Commercial

Q = GPD

Residential Water conserving fixtures to be utilized? Yes X No

Number of Bedrooms the septic system is sized for: 3+2 Total sq. ft. living area 2176+1020

Q gal/day = (Bedrooms +1) \* 75 GPD - (20% reduction for water conserving fixtures)

Q = (3+2 +1)\*75-(20%)= 240+180+20

NOTE: 3 BDRM RES, @ 240 GPD + 2 BDRM RES. @ 180 GPD + PERSONAL SHOP W/TOILET @ 20 GPD = 440 GPD

Trash Tank Size 431 Gal.

TCEQ Approved Aerobic Plant Size 800 G.P.D.

Req'd Application Area = Q/Ri = 440 / 0.064 = 6875 sq. ft.

Application Area Utilized = 8429 sq. ft.

Pump Requirement 12 Gpm @ 41 Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent)

Dosing Cycle: ON DEMAND or X TIMED TO DOSE IN PREDAWN HOURS

Pump Tank Size = 854 Gal. 16.1 Gal/inch.

Reserve Requirement = 147 Gal. 1/3 day flow.

Alarms: Audible & Visual High Water Alarm & Visual Air Pump malfunction

With Chlorinator NSF/TCEQ APPROVED

SCH-40 or SDR-26 3" or 4" sewer line to tank

Two way cleanout

Pop-up rotary sprinkler heads w/ purple non-potable lids

1" Sch-40 PVC discharge manifold

APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016)

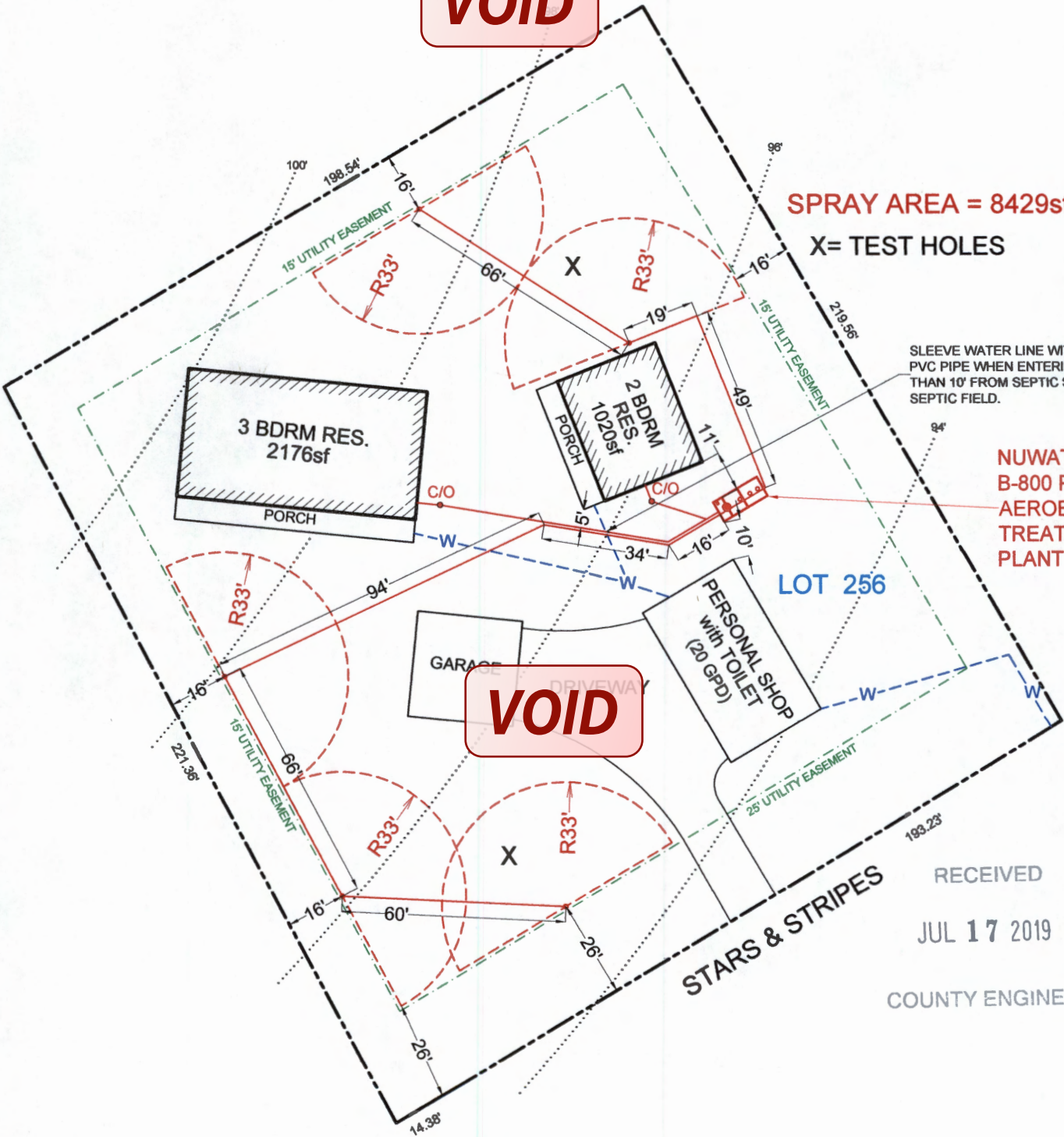
GREG W. JOHNSON, P.E. F#002585 - S.E. 11561

07/09/19 DATE



FIRM #2585

**VOID**



**SPRAY AREA = 8429sf**

**X= TEST HOLES**

SLEEVE WATER LINE WITH 2"-SCH-40 PVC PIPE WHEN ENTERING CLOSER THAN 10' FROM SEPTIC SYSTEM OR SEPTIC FIELD.

**NUWATER  
B-800 PCS  
AEROBIC  
TREATMENT  
PLANT**

**LOT 256**

**VOID**

**STARS & STRIPES**

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JUL 17 2019

COUNTY ENGINEER



OWNER: LLOYD F. SCHIMPF		DRAWN BY: EJS III	
STREET ADDRESS: 523 STARS & STRIPES			
LEGAL DESC: The SUMMIT ESTATES at FISCHER, TEXAS	UNIT/SECTION/PHASE: 1	BLOCK:	LOT: 256
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=40'	DATE: 7/9/2019	REVISED:

**VOID**

**TANK NOTES:**

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

Tightlines to the tank shall be SCH-40 PVC.

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

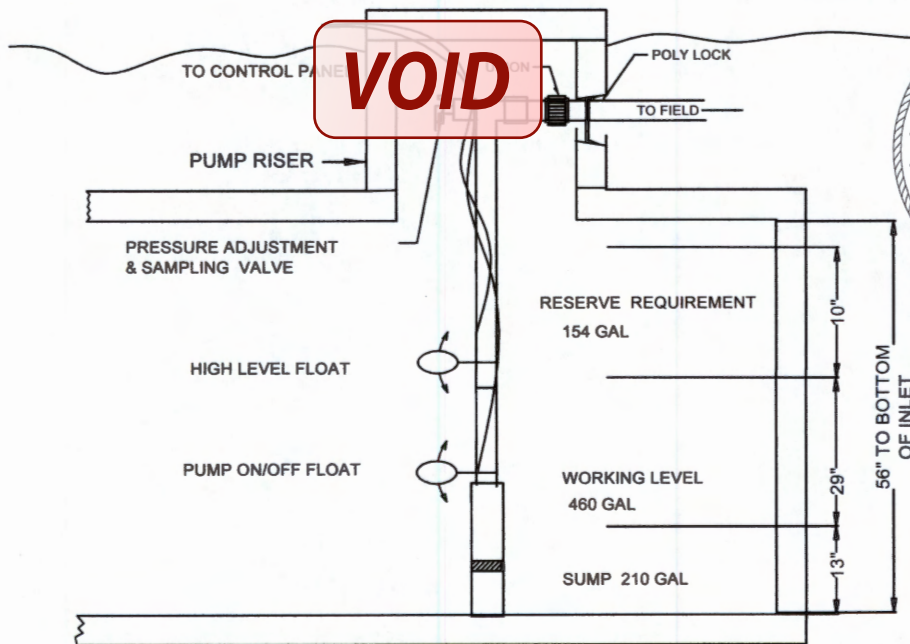
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RECEIVED

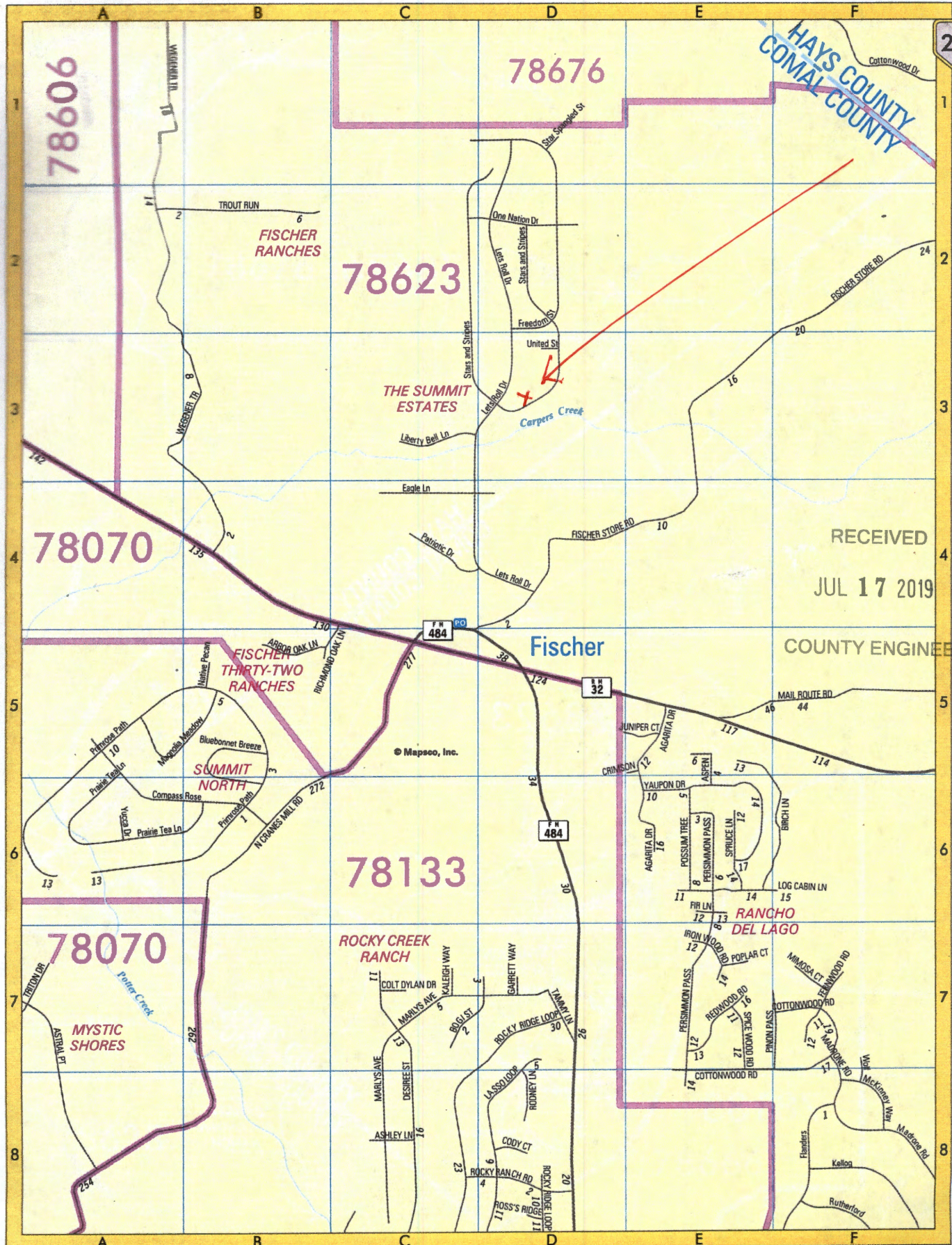
JUL 17 2019

ALL WIRING MUST BE IN COMPLIANCE WITH THE MOST RECENT NATIONAL ELECTRIC CODE

COUNTY ENGINEER



**TYPICAL PUMP TANK CONFIGURATION  
NU-WATER B-800 PUMP TANK**



287

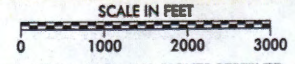
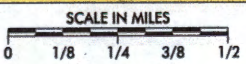


HAYS COUNTY  
COMAL COUNTY

RECEIVED  
JUL 17 2019

COUNTY ENGINEER

CONTINUED ON MAP 288



2/05+1  
STC 1509133840CV

CASH WARRANTY DEED

Date: April 13, 2015

Grantor: EDDIE DeLEON and CARMEN DeLEON

Grantor's Mailing Address (including county): 11218 E. Emrose St.  
Mesa, AZ 85207  
Maricopa

Grantee: LLOYD F. SCHIMPF

RECEIVED

Grantee's Mailing Address (including county): 527 STARS + STRIPES 7.2019  
FISCHER  
TX 78623

COUNTY ENGINEER

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

Lot 256, of THE SUMMIT ESTATES AT FISCHER, TEXAS, UNIT 1, situated in Comal County, Texas, according to the Map or Plat thereof recorded in/under Volume 14, Pages 261-268, of the Map and Plat Records, Comal County, Texas.

Reservations From and Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to matters filed of record in the Office of the County Clerk, Comal County, Texas.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.



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

Eddie DeLeon  
EDDIE DeLEON  
Carmen DeLeon  
CARMEN DeLEON

RECEIVED

JUL 17 2019

COUNTY ENGINEER

**ACKNOWLEDGMENT**

STATE OF Arizona  
COUNTY OF Maricopa

§  
§  
§

This instrument was acknowledged before me on April 13, 2015, by EDDIE DeLEON.

Carole M. Cerwinske  
Notary Public, State of Arizona

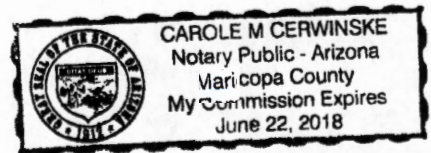
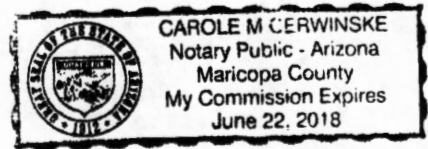
**ACKNOWLEDGMENT**

STATE OF Arizona  
COUNTY OF Maricopa

§  
§  
§

This instrument was acknowledged before me on April 13, 2015, by CARMEN DeLEON.

Carole M. Cerwinske  
Notary Public, State of Arizona



AFTER RECORDING RETURN TO:  
LLOYD F. SCHIMPF

**FILED AND RECORDED**

Instrument Number: 201506014519

Recording Fee: 30.00

Number Of Pages: 3

Filing and Recording Date: 04/16/2015 2:21PM

Deputy: THERESA ROMERO

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Comal County, Texas.



*Bobbie Koepp*

---

**Bobbie Koepp**, County Clerk  
Comal County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

<i>items Date Received</i>	<i>initials</i>

<i>Permit Number</i>

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

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

  
 \_\_\_\_\_  
 Signature of Applicant

07/17/19  
 \_\_\_\_\_  
 Date

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

<input type="checkbox"/> INCOMPLETE APPLICATION (Missing Items Circled, Application Refused)
---