



COMAL COUNTY
ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: **09/18/2019** Permit Number: **109580**

Location Description: **665 BALD EAGLE
CANYON LAKE, TX 78133**
Subdivision: Canyon Lake Hills
Unit: 2
Lot: 960
Block:
Acreage:

Type of System: **Aerobic
Drip Irrigation**

Issued to: **Randall Ray & Anne T. Morris**

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

 **OS8497**
ENVIRONMENTAL HEALTH INSPECTOR

 **OS0007722**
ENVIRONMENTAL HEALTH COORDINATOR

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: Countryside OSSF Installer #: OS 0002929
 1st Inspection Date: 9-16-19 2nd Inspection Date: _____ 3rd Inspection Date: 9/18/19
 Inspector Name: Camor Inspector Name: _____ Inspector Name: Mike T.
 Permit#: 169580 Address: 665 Bald Eagle / Canyon Lake Hills

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)		/		9/18/19
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)				

Tank set level no leaks operational
 cover all. Reason for tank type
m.T. 9/18/19
 Covered & sod

**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	✓			✓		9/18/19
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		<i>Clear stream</i>	✓		
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)(5) 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	/			/		9/18/19
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)		✓		9/18/19
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>	✓			✓		

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41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G)(i) 285.33(d)(2)(A) 285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed	/		<i>As plan</i>	/		
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: Countryside OSSF Installer #: OS 0002929

1st Inspection Date: 9-16-19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: Comor Inspector Name: _____ Inspector Name: _____

Permit#: 169580 Address: 665 Buld Eagle / Canyon Lake Hills

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**Comal County Environmental Health
OSSF Inspection Sheet**

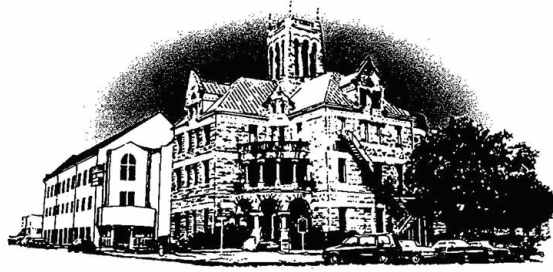
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35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	✓			✓		
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent 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						
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**Comal County Environmental Health
OSSF Inspection Sheet**

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42	APPLICATION AREA Area Installed	/		<i>per plan</i>	/		
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



Comal County

OFFICE OF COMAL COUNTY ENGINEER

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

Permit Number: 109580
Issued This Date: 08/20/2019
This permit is hereby given to: Randall Ray & Anne T. Morris

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

665 BALD EAGLE
CANYON LAKE, TX 78133

Subdivision: Canyon Lake Hills
Unit: 2
Lot: 960
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 OFFICE OF ENVIRONMENTAL HEALTH ***

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

Date August 7, 2019

Permit # 109580

Owner Name RANDALL RAY & ANNE T. MORRIS
Mailing Address 1148 IMHOFF LANE
City, State, Zip NEW BRAUNFELS, TX 78132
Phone# 830-885-5149
Email teedoff@gvvc.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 CANYON LAKE HILLS Unit/Phase/Section 2 Lot 960 Block
Acreage/Legal
Street Name/Address 665 BALD EAGLE City CANYON LAKE Zip 78133

Type of Development:

[X] Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) HOUSE
Number of Bedrooms 3
Indicate Sq Ft of Living Area 2010

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AUG 14 2019
COUNTY ENGINEER

[] 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: \$ EXISTING (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 [] Rainwater Collection

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 (Handwritten signature)

Date 8/13/19

*** 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 GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND DRIP TUBING

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

Tank Size(s) (Gallons) NUWATER B-550-PC Absorption/Application Area (Sq Ft) 2000

Gallons Per Day (As Per TCEQ Table III) 240

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

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

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

RECEIVED

AUG 14 2019

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? [] Yes [X] 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 [X] 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: _____



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 (Handwritten Signature)

Date August 7, 2019

AFFIDAVIT



201906028419 08/14/2019 01:21:32 PM 1/1

THE COUNTY OF COMAL
STATE OF TEXAS

YCS

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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COUNTY ENGINEER
SUBDIVISION

2 UNIT/PHASE/SECTION BLOCK 960 LOT CANYON LAKE HILLS

IF NOT IN SUBDIVISION: ACREAGE SURVEY

The property is owned by (insert owner's full name): RANDALL RAY MORRIS & ANNE T. MORRIS

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 13 DAY OF AUGUST, 20 19

Randall Ray Morris

Owner(s) signature(s)

Owner (s) Printed name (s)

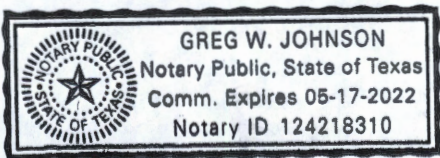
Randall Ray + Anne T. Morris
AUGUST, 20 19

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 13 DAY OF

[Signature]
Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
08/14/2019 01:21:32 PM
TERRI 1 Page(s)
201906028419



(Notary Seal Here)



Bobbie Koepf

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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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 RANDALL RAY & ANNE T. MORRIS
Site Address 665 BALD EAGLE
City CANYON LAKE, TX Zip 78133
Mailing Address 1148 IMHOFF LANE, NEW BRAUNFELS, TX 78132
County COMAL Map # 355 C1
Phone 830-885-5149
Email teedoff@gvtc.com

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COUNTY ENGINEER

2 YEAR CONTRACT
2 YEAR WARRANTY ON PARTS AND LABOR

Subd/Legal: CANYON LAKE HILLS, UNIT 2, LOT 960

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between RANDALL RAY & ANNE T. MORRIS (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.

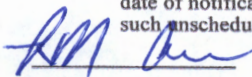
III. Termination of Agreement:

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):

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.

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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.

SM au

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.

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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.

Brent S. Schmidtke

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

Randall Jay Morris _____
Customer Signature

Date 8/13/19

RM

Customer's Initials



BS

Contractor's Initials

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

Date Soil Survey Performed: August 06, 2019

Site Location: CANYON LAKE HILLS, UNIT 2, LOT 960

Proposed Excavation Depth: N/A

Requirements:

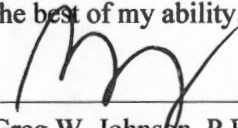
At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil boring or dug pits must be shown on the site drawing. For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation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

SOIL BORING NUMBER		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 @ 8"	BROWN
1						
2						
3						
4						
5						

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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

08/06/19
Date

OSSF SOIL EVALUATION REPORT INFORMATION

Date: August 07, 2019

Applicant Information:

Name: RANDALL RAY & ANNE T. MORRIS
Address: 1148 IMHOFF LANE
City: NEW BRAUNFELS **State:** TEXAS
Zip Code: 78132 **Phone:** (210) 380-6387

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 960 **Unit** 2 **Blk** ___ **Subd.** CANYON LAKE HILLS
Street Address: 665 BALD EAGLE
City: CANYON LAKE **Zip Code:** 78133
Additional Info.: _____

Installer Information:

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

Topography: Slope within proposed disposal area: 3 %
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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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).

[Signature]
GREG W. JOHNSON, P.E. 67587 - S.E. 11561

08/06/19
DATE



FIRM #2585

DRIP TUBING SYSTEM
DESIGNED FOR:
RANDALL RAY & ANNE T. MORRIS
1148 IMHOFF LANE
NEW BRAUNFELS, TX 78132

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SITE DESCRIPTION:

Located in Canyon Lake Hills, Unit 2, Lot 960, at 665 Bald Eagle, this septic will serve a three bedroom residence (2010 sf) in area with Type-III soil as described in the Soil Evaluation Report. An aerobic treatment plant utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROPOSED SYSTEM:

A 3 inch SCH-40 pipe discharges from the residence into a Nu-Water B550PC 600gpd aerobic treatment plant containing a 353 gal. pretreatment chamber and a 768 gal. pump chamber. The effluent after processing gravity feeds into the pump chamber. The pump chamber contains a 0.5 HP Franklin C1 20XC1-05P4-W115 submersible well pump. The well pump is activated by mercury floats and a timer set to cycle eight times per day with a ten minute run time. A high level audible and visual alarm will activate should the pump fail. Distribution is through a self flushing 100 micron Arkal Disc filter then through a 1" SCH-40 manifold to a 2000 sf. drip tubing field, with *Netifim Bioline* drip lines set approximately two feet apart with 0.61 gph emitters set every two feet, as per the attached schematic. A pressure regulator Model PMR30MF installed in the pump tank on the manifold to the field will maintain pressure at 30 psi. A 1" SCH-40 return line is installed to continuously flush the system by cycling a 1" ball valve. Solids caught in the disk filter are flushed each cycle back to the trash tank. Agricultural Products, Inc. (Model #VBK-1) 1" PVC vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Prior to trenching the site must be scarified and built up with 4" of Type II or III soil. Drip tubing will be laid and the entire field area will be capped with 6" of sandy loam (Type 2 - **NOT SAND**). The field area will be sodded with a hearty grass such as Bermuda, St. Augustine, etc. prior to system startup.

DESIGN SPECIFICATIONS:

Q = 240 gallons per day - 3 bedroom residence (Table III)

Pretreatment tank size: 353 Gal

Plant Size: Nu-Water B550PC 600 gpd (TCEQ Approved)

Pump tank size: 768 Gal

Reserve capacity after High Level: 80 gal. (>1/3 day usage)

Application Rate: Ra = 0.2 gal/sf

Total absorption area: $Q/Ra = 240 \text{ GPD}/0.20 = 1200 \text{ sf}$ (Actual 2000 sf.).

Total linear feet drip tubing: 1000' *Netifim Bioline* drip tubing .61 GPH
Pump requirement: 500 emitters @ 0.61 gph @ 30 psi = 5.0833 gpm
Pump: 0.5 HP Franklin C1 20XC1-05P4-W115 submersible well pump submersible pump or equivalent.

Dosing volume: 50-70 gal.

Pump Tank Calculations: 768 Gal (14.5 gal/in.)

Volume below working level = 15" = 219 gal

Working level = 240 gal = 17"

Reserve Requirement = 1/3 day = 80 gal. = 6"

MINIMUM SCOUR VELOCITY (MSV) > 2 FPS

IN DRIP TUBING W/ NOM. DIA. 0.55" ID

MSV = 2 FPS $(\pi d^2 / 4) * 7.48 \text{ gal/cf} * 60 \text{ sec/min}$

MSV = $2(3.14159((.55/12)^2)/4) * 7.48 * 60$

MSV = 1.5 gpm x 3 = 4.5 gpm MIN FLOW RATE

IN RETURN MANIFOLD W/ NOM. DIA 1.049" ID

MSV = 2 FPS $(\pi d^2 / 4) * 7.48 \text{ gal/cf} * 60 \text{ sec/min}$

MSV = $2(3.14159((1.049/12)^2)/4) * 7.48 * 60$

MSV = 5.4 GPM

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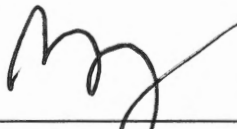
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PIPE AND FITTINGS:

All pipes and fittings in this drip tubing system shall be 1" schedule 40 PVC. All joints shall be sealed with approved solvent-type PVC cement. Clipper type cutters are recommended to prevent PVC burrs during cutting of pipes causing possible plugging.

Designed in accordance with Chapter 285, Subchapter D, §285.30 and §285.40 Texas Commission On Environmental Quality. (Effective December 29, 2016)

 08/07/19

Greg W. Johnson, P.E. No. 67587, F#2585

170 Hollow Oak

New Braunfels, Texas 78132

830/905-2778



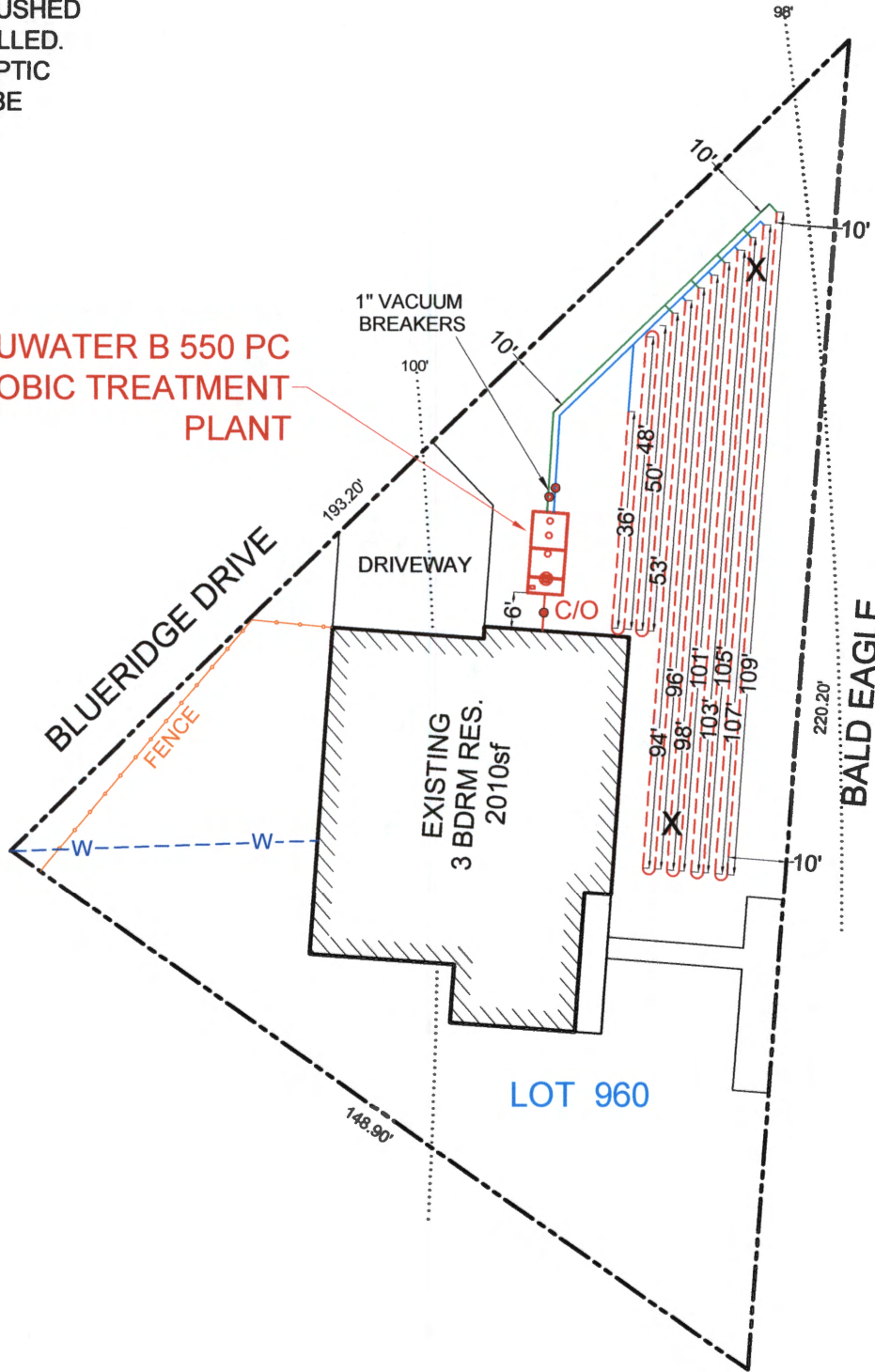
NOTE:
 EXISTING SEPTIC
 TANK TO BE
 PUMPED, CRUSHED
 AND BACK FILLED.
 EXISTING SEPTIC
 SYSTEM TO BE
 ABANDONED

INSTALL 2000sf
 OF FIELD USING
 1000' OF DRIP
 TUBING. THERE
 SHALL BE NO
 PARKING,
 DRIVING OR
 STORAGE ON
 THE SEPTIC
 FIELD AT ANY
 TIME FOR ANY
 REASON.

*USE TWO WAY
 CLEANOUT
 **USE SCH-40
 OR SDR-26 TO
 TANK

X= TEST HOLE

NUWATER B 550 PC
 AEROBIC TREATMENT
 PLANT



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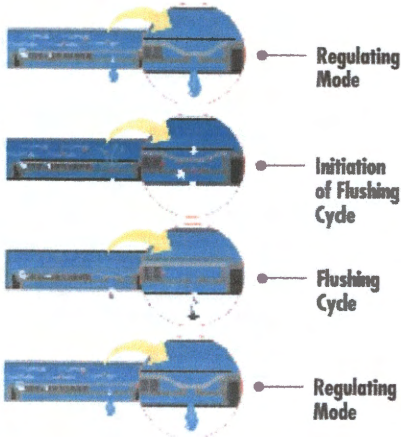
OWNER: RANDALL RAY & ANNE T. MORRIS		DRAWN BY: EJS III	
STREET ADDRESS: 665 BALD EAGLE			
LEGAL DESC: CANYON LAKE HILLS	UNIT/SECTION/PHASE: 2	BLOCK:	LOT: 960
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=30'	DATE: 8/7/2019	REVISED:





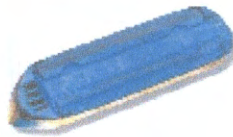
Bioline® Dripperline

Pressure Compensating Dripperline for Wastewater



Bioline's Self-Cleaning, Pressure Compensating Dripper is a fully self-contained unit molded to the interior wall of the dripper tubing.

As shown at left, BiLine is continuously self-cleaning during operation, not just at the beginning and end of a cycle. The result is dependable, clog free operation, year after year.



Product Advantages

The Proven Performer

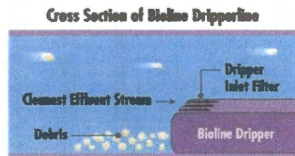
- Tens of millions of feet used in wastewater today.
- Bioline is permitted in every state allowing drip disposal.
- Backed by the largest, most quality-driven manufacturer of drip products in the U.S.
- Preferred choice of major wastewater designers and regulators.
- Proven track record of success for many years of hard use in wastewater applications.

Quality Manufacturing with Specifications Designed to Meet Your Needs

- Pressure compensating drippers assure the highest application uniformity - even on sloped or rolling terrain.
- Excellent uniformity with runs of 400 feet or more - reducing installation costs.
- Highest quality-control standards in the industry: Cv of 0.25 (coefficient of manufacturer's variation).
- A selection of flows and spacings to satisfy the designer's demand for almost any application rate.

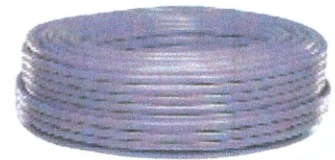
Long-Term Reliability

- Protection against plugging:
 - Dripper inlet raised 0.27" above wall of tubing to prevent sediment from entering dripper.
 - Drippers impregnated with Vinyzene to prevent buildup of microbial slime.
 - Unique self-flushing mechanism passes small particles before they can build up.



Root Safe

- A physical barrier on each BiLine dripper helps prevent root intrusion.
- Protection never wears out - never depletes - releases nothing to the environment.
- Working reliably for up to 15 years in subsurface wastewater installations.
- Additional security of chemical root inhibition with Techfilter - supplies Trifluralin to the entire system, effectively inhibiting root growth to the dripper outlets.



Applications

- For domestic strength wastewater disposal.
- Installed following a treatment process.
- Can be successfully used on straight septic effluent with proper design, filtration and operation.
- Suitable for reuse applications using municipally treated effluent designated for irrigation water.

Specifications

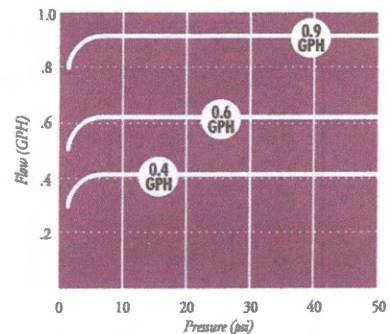
Wall thickness (mil): 45*
 Nominal flow rates (GPH): .4, .6, .9*
 Common spacings: 12", 18", 24"*
 Recommended filtration: 120 mesh
 Inside diameter: .570*
 Color: Purple tubing indicates non-potable source

*Additional flows, spacings, and pipe sizes available by request. Please contact Netafim USA Customer Service for details.

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BIOLINE Flow Rate vs. Pressure



NETAFIM USA
 5470 E. Home Ave. • Fresno, CA 93727
 888.638.2346 • 559.453.6800
 FAX 800.695.4753
www.netafimusa.com

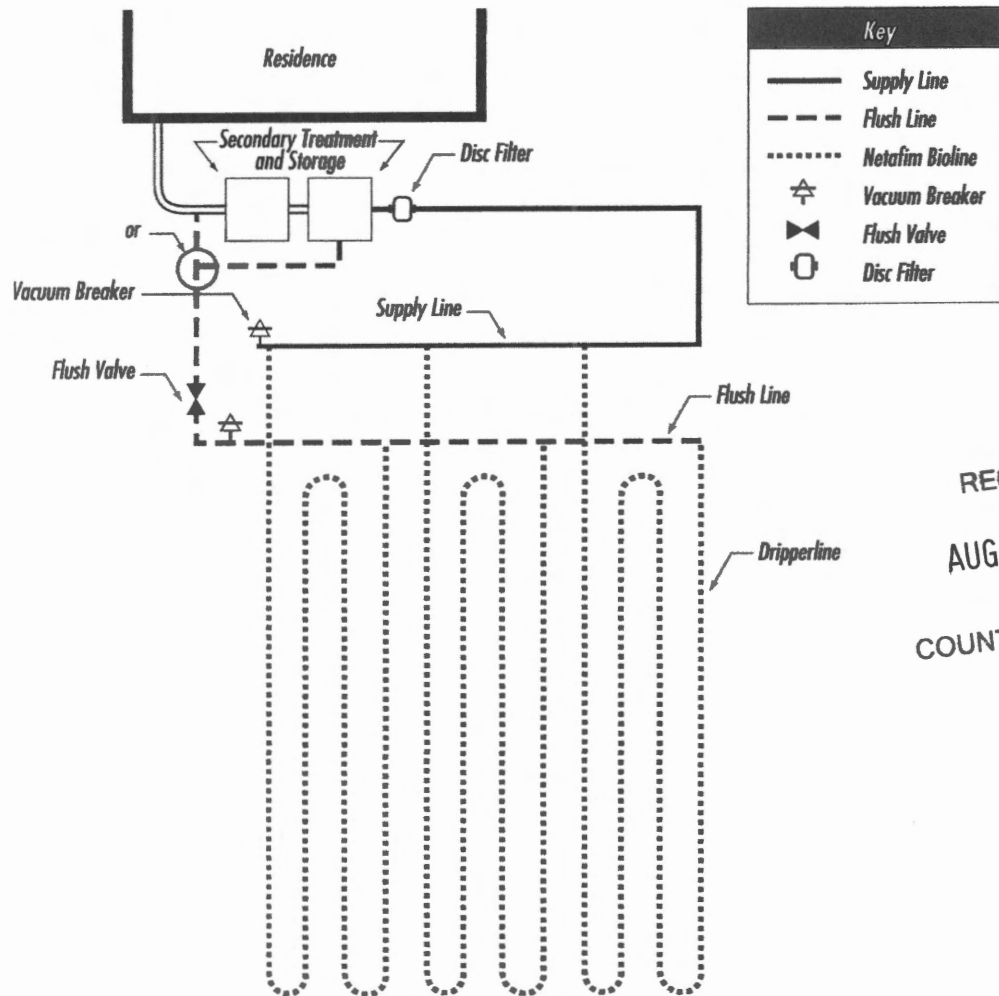
NETAFIM WASTEWATER DISPERSAL SYSTEM DESIGN GUIDE

SAMPLE DESIGNS

SINGLE TRENCH LAYOUT

Rectangular field with supply and flush manifold on same side and in same trench;

- Locate supply and flush manifold in same trench
- Dripperlines are looped at the end opposite the supply and flush manifolds
- The longest Bioline length should not exceed 400 ft. Drip fields 200 ft. in length might loop the Bioline once; drip dispersal fields under 100 ft. might be looped twice, as illustrated



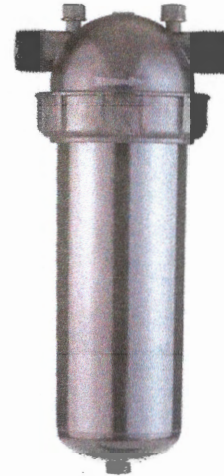
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Arkal 1" Super Filter

Catalog No. 1102 0 _ _ _

Features

- ◆ A "T" shaped filter with two 1" male threads.
- ◆ A "T" volume filter for in-line installation on 1" pipelines.
- ◆ The filter prevents clogging due to its enlarged filtering area that collects sediments and particles.
- ◆ Manufactured entirely from fiber reinforced plastic.
- ◆ A cylindrical column of grooved discs constitutes the filter element.
- ◆ Spring keeps the discs compressed.
- ◆ Screw-on filter cover.
- ◆ Filter discs are available in various filtration grades.

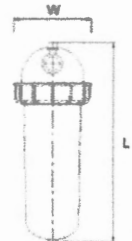
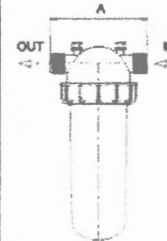


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Technical Data

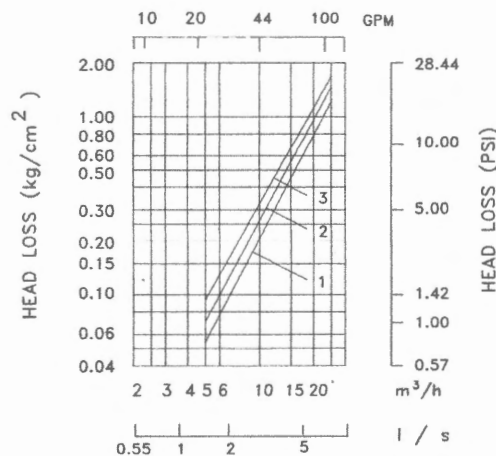
Inlet/outlet diameter	1" BSPT (male)	1" NPT (male)
	25.0 mm – nominal diameter	
	33.6 mm – pipe diameter (O. D.)	
Maximum pressure	10 atm	145 psi
Maximum flow rate	8 m ³ /h (1.7 l/sec)	35 gpm
General filtration area	500 cm ²	77.5 in ²
Filtration volume	600 cm ³	37 in ³
Filter length L	340 mm	13 13/32"
Filter width W	130 mm	5 3/32"
Distance between end connections A	158 mm	6 7/32"
Weight	1.420 kg	3.13 lbs.
Maximum temperature	70° C	158 °F
pH	5-11	5-11



Filtration Grades

- Blue (400 micron / 40 mesh)
- Yellow (200 micron / 80 mesh)
- Red (130 micron / 120 mesh)
- Black (100 micron / 140 mesh)
- Green (55 micron)

Head Loss Chart



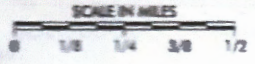
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CONTINUED ON MAP 356



Posted 9/18/78

FEE 25.00

COMAL COUNTY SANITATION DEPARTMENT

CCEO

COPY

RECEIPT NO. 881

APPLICATION FOR HOUSEHOLD SEWAGE SYSTEM

NAME AND LOCATION OF PROPERTY WHERE SEWAGE SYSTEM IS TO BE INSTALLED:

CANYON LAKE HILLS

UNIT NO. 2 BLOCK NO. LOT NO. 960 STREET-ROAD NO. BLUE RIDGE BAMB, DR

DIMENSION OF PROPERTY 200 X 70 PERCOLATION RESULTS ATTACHED WAIVE

ZONE: RECHARGE RESTRICTED WATER QUALITY

DESCRIPTION OF STRUCTURE AND SYSTEM

NO. BEDROOMS 2 NO. BATHROOMS 1 DISPOSAL WASHING MACHINE

SIZE OF SEPTIC TANK 1000 GAL NO. FEET LATERALS 500 Sq. Ft. Pit

OTHER SYSTEM C/WATER DATE: 8/23/78

W. R. ROTENBERRY OWNER

JAMES STARTZ CONTRACTOR

ADDRESS ?

STARTZVILLE, TX ADDRESS

ALL RECOMMENDATIONS ARE MINIMUM REQUIREMENTS AS PRESCRIBED BY THE "GUIDE TO THE DISPOSAL OF HOUSEHOLD SEWAGE", PUBLISHED BY THE TEXAS HEALTH DEPARTMENT, AUSTIN, TEXAS

NOTE: FOR THE INFORMATION TO BE SUBMITTED IN CONNECTION WITH THIS APPLICATION, SEE THE REQUIREMENTS OUTLINED IN THE CURRENT TEXAS WATER DEVELOPMENT BOARD RULES 156.20.05.001-.019 ----- COMAL COUNTY RESOLUTION 74-R-10.

PERMIT NO. 881

SEWAGE FACILITIES: LOCATION CANYON LAKE HILLS (SUBDIVISION) C/BLUE RIDGE BAMB, DR (STREET)

OWNER: WR, ROTENBERRY ?

ADDRESS

INSPECTED AND APPROVED BY: 0/9

DATE: 13 SEPT 78

PERMIT GRANTED FOR PERIOD OF 5

DUE DATE: 13 SEPT 83

TRANSFER OF PERMIT ONLY THRU COMAL COUNTY SANITATION DEPARTMENT BY NEW OWNER FOR REMAINING PERIOD OF PERMIT.

COUNTY SANITARIAN OR COUNTY HEALTH OFFICER

Donald J. Gardner, 25

CCEO

Application No. 881

COPY

PERMITTED FOR

CONTRACTOR: J. STARRZ

LOCATION CANYON LAKE HILLS

OTHER SYSTEM C/WATER

LOT NO. 960 BL. NO. --- UNIT NO. 2

TANK CAPACITY 1,000 GAL

TRENCH LENGTH --- WIDTH ---

INSPECTORS GUIDE NO HOUSE ON PROPERTY

TANK TYPE ○

OUTLET WATER TIGHT NO

TURNED DOWN NO

ABSORPTION TRENCH

LENGTH 33 FT 6" GRAVEL UNDER LINE 6" GRADE ---

WIDTH 20 FT 2" GRAVEL ABOVE LINE 2" STEP PROPERLY CONST. ---

OTHER TYPE SYSTEM NO

SANITATION SAFETY:

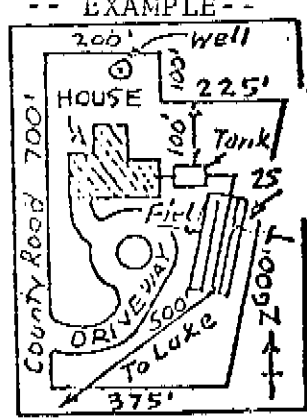
() Distance from well, cisterns & pump section TANK 50ft. TRENCH 150" TIGHT LINE 10"

() STREAM & PONDS 75" 75" Restricted Zone

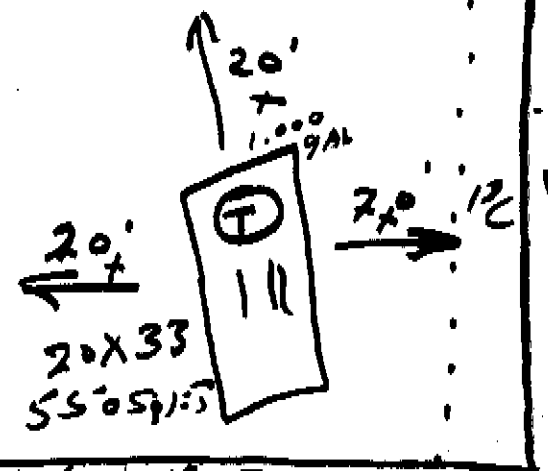
() FOUNDATION WALL OF STRUCTURES 5" 15" NO HOUSE OR FOUNDATION ON PROPERTY

() PROPERTY LINES 10" 10"

SKETCH OF SYSTEM AND LAYOUT:



PIPER sealed



BAMBF DR

After Recording Return to:

RANDOLPH-BROOKS FEDERAL CREDIT UNION
Attn: Mortgage Lending Dept.
P.O. Box 2097, Universal City, TX 78148

Doc# 288306844564

[Space Above This Line For Recording Date]

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

DEED OF TRUST

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THIS DEED OF TRUST ("Security Instrument") is made on November 21, 2003.

The grantor is **RANDALL RAY MORRIS and wife, ANNE T. MORRIS**

COUNTY ENGINEER

("Borrower").

The trustee is **MORTON W. BAIRD II**
and whose address is **242 W. Sunset, Suite 201, San Antonio, TX 78209**

("Trustee").

The beneficiary is **RANDOLPH-BROOKS FEDERAL CREDIT UNION**, which is organized and existing under the laws of State of Texas,
and whose address is **P.O. Box 2097, Universal City, TX 78148**

("Lender").

Borrower owes Lender the principal sum of **Forty Seven Thousand Nine Hundred Seventy and no/100 Dollars (U.S. \$47,970.00)**. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **December 1, 2013**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Comal County, Texas:

Lot 960, CANYONLAKEHILLS, Unit 2, Comal County, Texas, according to plat thereof, recorded in Volume 2, Page 18, Map and Plat Records, Comal County, Texas.

which has the address of

**665 Bald Eagle
Canyon Lake, Texas 78133
("Property Address");**

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANT that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

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1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to any late charges due under the Note; second, to interest due; third, to optional credit insurance (if applicable); and lastly, to principal due.

3. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

5. **Proof of Payment of Taxes/Assessments.** Unless Lender agrees otherwise, Borrower shall furnish to Lender, on or before the date taxes/assessments become delinquent, copies of tax/assessment receipts for taxes/assessments due on the property herein described, reflecting that said taxes/assessments have been paid.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is

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necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of more than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including,

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but not limited to, reasonable Trustee and attorneys' fees; (b) to all sums secured by the Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this paragraph 21, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

25. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

26. Waiver of Notice of Intention to Accelerate. Borrower waives the right to notice of intention to require immediate payment in full of all sums secured by this Security Instrument except as provided in paragraph 21.

27. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify] **Renewal and Extension Addendum**
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

28. Renewal and Extension. The indebtedness evidenced is given in renewal and extension of the sum(s) left owing and unpaid on the Note(s) more fully described in the Addendum attached hereto and made a part hereof for all purposes.

RECEIVED

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and any rider(s) executed by Borrower and recorded with it. AUG 14 2019

Witnesses:

Randall Ray Morris COUNTY ENGINEER

RANDALL RAY MORRIS (Seal)
-Borrower

Anne T. Morris

ANNE T. MORRIS (Seal)
-Borrower

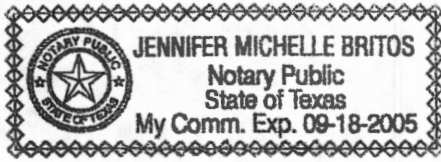
(Seal)
-Borrower

(Seal)
-Borrower

[Space Below This Line For Acknowledgement]

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared RANDALL RAY MORRIS and wife, ANNE T. MORRIS, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of Nov, 2003.



Jm Britos
Notary Public

PLANNED UNIT DEVELOPMENT RIDER

Doc# 200306044564

THIS PLANNED UNIT DEVELOPMENT RIDER is made this twenty first day of November, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to RANDOLPH-BROOKS FEDERAL CREDIT UNION, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

665 Bald Eagle, Canyon Lake, TX 78133
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in declarations, covenants and restrictions of record.

(the "Declaration"). The Property is a part of a planned unit development known as

CANYON LAKE HILLS

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

Borrower's obligation under Uniform Covenant 4 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
(ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender;
(iii) termination of professional management and assumption of self-management of the Owners Association; or
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Randall Ray Morris (Seal)
RANDALL RAY MORRIS -Borrower

Anne T. Morris (Seal)
ANNE T. MORRIS -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

RENEWAL AND EXTENSION ADDENDUM TO DEED OF TRUST
DATED November 21, 2003.

EXECUTED BY: RANDALL RAY MORRIS and wife, ANNE T. MORRIS
FOR THE BENEFIT OF: RANDOLPH-BROOKS FEDERAL CREDIT UNION

This Note is given in renewal and extension of the following described promissory note(s) and all of the liens, rights, assignments and security interests securing them that are created, made or granted by the following described instruments, all upon and against the herein described real property, which said note(s) and lien(s) are hereby expressly acknowledged by Grantor to be valid and subsisting lien(s) against the property herein described; and it is expressly stipulated and agreed that said lien(s) are hereby renewed, extended and continued in full force and effect to secure the payment of the Note hereby secured and Beneficiary herein or its assigns are duly subrogated to all rights, powers and equities of the original holder of said Note.

First Note

Date: **January 17, 1994**
Original Amount: **\$54,339.00**
Payee: **TEMPLE-INLAND MORTGAGE CORPORATION**

Note and Lien(s) are described in the instruments(s) recorded in the following Volumes and Pages of the Real Property Records of Comal County, Texas:

Volume 938, Page 611; Volume 1016, Page 683

SIGNED FOR IDENTIFICATION:

Randall Ray Morris

RANDALL RAY MORRIS

Anne T. Morris

ANNE T. MORRIS

STATE OF TEXAS
COUNTY OF COMAL
This is to certify that this document was FILED and RECORDED in the Official Public Records of Comal County, Texas on the date and time stamped thereon.



Joy Streater
COUNTY CLERK

Doc# 200306044564
Pages 8
12/02/2003 11:14:29 AM
Filed & Recorded in
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$28.00

Doc# 200306044564

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

RECEIVED	
items	initials

AUG 14 2019

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

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



Signature of Applicant

08/14/19
Date

COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

(Missing Items Circled, Application Refused)

COUNTRYSIDE CONSTRUCTION, INC.
300 CHAPMAN PARKWAY
CANYON LAKE, TX 78133

Phone: 830-899-2615
 Fax: 830-899-6662

TESTING AND REPORTING RECORD

This Testing and Reporting Record shall be completed, signed and dated after each inspection.

1. Inspection Date: JANUARY 18, 2020 Installed: 9/18/2019 Service Expires: 9/18/2021

BILLING ADDRESS:
 CODY & TEILOR DAHN
 665 BALD EAGLE
 CANYON LAKE, TX 78133

PHYSICAL ADDRESS:
 665 BALD EAGLE
 CANYON LAKE, TX 78133

TELEPHONE: 760-987-1970
 ALT. PHONE:

LOT: LT 960, PERMIT#: 109580
 COUNTY: COMAL
 SN: 18050387
 MAPSCO: N/A

SUBDIVISION: CANYON LAKE HILLS 600 Manufacturer: CLEARSTREAM-

NOTES:
 TYPE OF SYSTEM: DRIP

Inspected Item:	Operational	Inoperative
Aerators		
SCFM/Compressors PSI Record Pressure Reading	1.25	
Filters	/	
Irrigation Pumps	/	
Recirculation Pumps	N/A	
Disinfection Device	/	
Chlorine Supply	/	
Electrical Circuits	/	
Distribution System	/	
Sprayfield Vegetation	N/A	
Back Flush Drip Field, if applicable	/	
Other as Noted	/	
Access Posts are Secured		

2. Action taken or Repairs or
 Needed repairs to system (list all
 components replaced):

CHECKED pump,
 MICRON FILTER,
 Alarm, FLOATS,
 Chlorine, Compressor

SYSTEM OPERATING AS DESIGNED? Yes / No

3. Tests required and results:

	Required		Results mg/l mpn/100ml or Trace	Test Method
	Yes	No		
BOD (Grab)				
TSS (Grab)		/	CLEAR	
Cl (Grab)	/			
Fecal Coliform				

Copies of this report have been forwarded to the following: COMAL county / homeowner.

Maintenance Technician: Thomas 11

Date of completion: 1/9/20 Start Job Time: 11:45 Stop Job Time: 12:00

Maintenance Provider: Walke Chapman

COUNTRYSIDE CONSTRUCTION, INC.
 300 CHAPMAN PARKWAY
 CANYON LAKE, TX 78133

Phone: 830-899-2615
 Fax: 830-899-6662

TESTING AND REPORTING RECORD

This Testing and Reporting Record shall be completed, signed and dated after each inspection.

Inspection Date: SEPTEMBER 18, 2020 Installed: 9/18/2019 Service Expires: 9/18/2021

BILLING ADDRESS:
 CODY & TELLOR DAHN
 665 BALD EAGLE
 CANYON LAKE, TX 78133

PHYSICAL ADDRESS:
 665 BALD EAGLE
 CANYON LAKE, TX 78133

TELEPHONE: 760-987-1970
 ALT. PHONE:

LOT: LT 960 PERMIT#: 109580
 COUNTY: COMAL
 SN: 18050387
 APST#: N/A

SUBDIVISION: CANYON LAKE HILLS NEIGH: CLEARSTREAM-600

NOTES:
 TYPE OF SYSTEM: DRIP

Inspected Item:	Operational	Inoperative	2. Action taken or Repairs or Needed repairs to system (list all components replaced):
Aerators			
ACFM/Suppressor GAT (Record Pressure Reading)	1.25		
Filters	1		
Irrigation Pumps	1		CHECKED PUMP.
Recirculation Pumps	N/A		
Disinfection Device	1		Alarm, FLOATS,
Chlorine Supply	1		micron, Attempted
Electrical Controls	1		
Distribution System	1		
Sprayfield Vegetation	N/A		
Back Flush Drain Fields, if applicable	1		to FRESH FIELD, but no water coming from Return in pump tank
Other as Noted	1		
Address Issue was Reported			SYSTEM OPERATING AS DESIGNED? <input checked="" type="radio"/> Yes <input type="radio"/> No

3. Tests required and results:

	Required		Results mg/l mon/100ml or Trace	Test Method
	Yes	No		
BOD (Grab)				
TSS (Grab)		1		
Cl (Grab)	1			
Fecal Coliform				

GOTTA COME BACK TO DIG up return ball valves

Copies of this report have been forwarded to the following: COMAL county / homeowner

Maintenance Technician: Thomas 11
 Date of completion: 9/2/20 Start Job Time: 1:15 Stop Job Time: 1:46
 Maintenance Provider: Walker Chupman

COUNTRYSIDE CONSTRUCTION, INC.
 300 CHAPMAN PARKWAY
 CANYON LAKE, TX 78133

Phone: 830-899-2615
 Fax: 830-899-6662

TESTING AND REPORTING RECORD

This Testing and Reporting Record shall be completed, signed and dated after each inspection.

1. Inspection Date: SEPTEMBER 18, 2020 Installed: 9/18/2019 Service Expires: 9/18/2021

BILLING ADDRESS:
 CODY & TELLOR DAHN
 665 BALD EAGLE
 CANYON LAKE, TX 78133

PHYSICAL ADDRESS:
 665 BALD EAGLE
 CANYON LAKE, TX 78133

TELEPHONE: 760-987-1970
 ALT. PHONE:

LOT: LT 960

PERMIT#: 109580
 COUNTY: COMAL
 ENR: 18050387
 MAPSHEET: N/A

SUBDIVISION: CANYON LAKE HILLS MFR: CLEARSTREAM-600

NOTES:
 TYPE OF SYSTEM: DRIP

Inspected Item:	Operational	Inoperative	2. Action taken or Repairs or Needed repairs on system (list all components replaced):
Aerators			
WPIB (Pressure or PPT - Record Pressure Reading)	1.25		
Filters	1		
Irrigation Pumps	1		CHECKED PUMP.
Recirculation Pumps	N/A		
Disinfection Device	1		Alarm, FLOATS,
Chlorine Supply	1		
Electrical Circuits	1		micron, Attempted
Distribution System	1		
Spraying Vegetation	N/A		to FRESH FIELD, but no
Back Flush Drip Field, if applicable	1		water coming from Return in pump tank
Other as Noted	1		
Access Ports are Blocked			SYSTEM OPERATING AS DESIGNED? <input checked="" type="radio"/> Yes <input type="radio"/> No

3. Tests required and results:

	Required		Results mg/l mon/100ml or Trace	Test Method
	Yes	No		
BOD (Grab)				
TSS (Grab)		1		
Cl (Grab)	1			
Fecal Coliform				

GOTTA COME BACK TO DIG up return ball valves

Copies of this report have been forwarded to the following: COMAL county / homeowner

Maintenance Technician: Thomas

11

Date of completion: 9/2/20 Start Job Time: 1:15 Stop Job Time: 1:46

Maintenance Provider: Walker Chupman

COUNTRYSIDE CONSTRUCTION, INC.
 300 CHAPMAN PARKWAY
 CANYON LAKE, TX 78133

Phone: 830-899-2615
 Fax: 830-899-6662

TESTING AND REPORTING RECORD

This Testing and Reporting Record shall be completed, signed and dated after each inspection.

1. Inspection Date: MAY 18, 2020 Installed: 9/18/2019 Service Expires: 9/18/2021

BILLING ADDRESS:
 CODY & TEILOR DAHN
 665 BALD EAGLE
 CANYON LAKE, TX 78133

PHYSICAL ADDRESS:
 665 BALD EAGLE
 CANYON LAKE, TX 78133

TELEPHONE: 760-987-1970
 ALT. PHONE:

LOT: LT 960,

PERMIT#: 109580
 COUNTY: COMAL
 SN: 18050387
 MAPSCO: N/A

SUBDIVISION: CANYON LAKE HILLS MFG: CLEARSTREAM-600

NOTES:
 TYPE OF SYSTEM: DRIP

Inspected Item: Operational Inoperative

Inspected Item:	Operational	Inoperative
Aerators		
SCFM/Compressors PSI (Record Pressure Reading)	1.25	
Filters	/	
Irrigation Pumps	/	
Recirculation Pumps	N/A	
Disinfection Device	/	
Chlorine Supply	/	
Electrical Circuits	/	
Distribution System	/	
Sprayfield Vegetation	/	
Back Flush Drip Field, if applicable	N/A	
Other as Noted	/	

2. Action taken or Repairs or
 Needed repairs to system (list all
 components replaced):

CHECKED PUMP,
 Alarm, FLOATS,
 MICRON FILTER,
 Compressor

SYSTEM OPERATING AS DESIGNED? Yes No

Access Posts are Secured Yes No

3. Tests required and results:

	Required		Results mg/l mpn/100mi or Trace	Test Method
	Yes	No		
BOD (Grab)				
TSS (Grab)		/	CLEAR	
Cl (Grab)	/			
Fecal Coliform				

Copies of this report have been forwarded to the following: COMAL county / homeowner.

Maintenance Technician: THOMAS

11

Date of completion: 6/8/20 Start Job Time: 10:10 Stop Job Time: 10:30

Maintenance Provider: Walker Chapman

COUNTRYSIDE CONSTRUCTION, INC.
 300 CHAPMAN PARKWAY
 CANYON LAKE, TX 78133

Phone: 830-899-2615
 Fax: 830-899-6662

TESTING AND REPORTING RECORD

This Testing and Reporting Record shall be completed, signed and dated after each inspection.

1. Inspection Date: MAY 18, 2021 Installed: 9/18/2019 Service Expires: 9/18/2021

BILLING ADDRESS:
 CODY & TEILOR DAHN
 665 BALD EAGLE
 CANYON LAKE, TX 78133

PHYSICAL ADDRESS:
 665 BALD EAGLE
 CANYON LAKE, TX 78133

TELEPHONE: 760-987-1970
 ALT. PHONE:

LOT: LT 960,

PERMIT#: 109580
 COUNTY: COMAL
 SN: 18050387
 MAPSCO: N/A

SUBDIVISION: CANYON LAKE HILLS MFG: CLEARSTREAM-600

NOTES:
 TYPE OF SYSTEM: DRIP

Inspected Item:	Operational	Inoperative
Aerators		
SCFM/Compressors PSI (Record Pressure Reading)	1.75	
Filters	/	
Irrigation Pumps	/	
Recirculation Pumps	N/A	
Disinfection Device	/	
Chlorine Supply	/	
Electrical Circuits	/	
Distribution System	/	
Sprayfield Vegetation	N/A	
Back Flush Drip Field, if applicable	/	
Other as Noted	/	
Access Posts are Secured		

2. Action taken or Repairs or Needed repairs to system (list all components replaced):

CHECKED MICRON,

PUMP, FLOATS,

Alarm, compressor

FILTER

SYSTEM OPERATING AS DESIGNED? Y / N

Yes

No

3. Tests required and results:

	Required		Results mg/l mpn/100mi or Trace	Test Method
	Yes	No		
BOD (Grab)				
TSS (Grab)		/	clear	
Cl (Grab)	/			
Fecal Coliform				

Adjusted
Timer

Copies of this report have been forwarded to the following: COMAL county / homeowner.

Maintenance Technician: THOMAS

11

Date of completion: 5/17/21 Start Job Time: _____ Stop Job Time: _____

Maintenance Provider: W & B Chapman

COUNTRYSIDE CONSTRUCTION, INC.
 300 CHAPMAN PARKWAY
 CANYON LAKE, TX 78133

Phone: 830-899-2615
 Fax: 830-899-6662

TESTING AND REPORTING RECORD

This Testing and Reporting Record shall be completed, signed and dated after each inspection.

1. Inspection Date: **SEPTEMBER 18, 2021** Installed: **9/18/2019** Service Expires: **9/18/2021**

BILLING ADDRESS:
 CODY & TEILOR DAHN
 665 BALD EAGLE
 CANYON LAKE, TX 78133

PHYSICAL ADDRESS:
 665 BALD EAGLE
 CANYON LAKE, TX 78133

TELEPHONE: 760-987-1970
 ALT. PHONE:

LOT: LT 960,

PERMIT#: 109580
 COUNTY: COMAL
 SN: 19050387
 MAPSCO: N/A

SUBDIVISION: CANYON LAKE HILLS MFG: CLEARSTREAM-600

NOTES:
 TYPE OF SYSTEM: DRIP

Inspected Item:	Operational	Inoperative
Aerators		
SCEM/Compressors PSI (Record Pressure Reading)	1.5	
Filters	/	
Irrigation Pumps	/	
Recirculation Pumps	N/A	
Disinfection Device	/	
Chlorine Supply	/	
Electrical Circuits	/	
Distribution System	/	
Sprayfield Vegetation	N/A	
Back Flush Drip Field, if applicable	/	
Other as Noted	/	
Access Posts are Secured		

2. Action taken or Repairs or
 Needed repairs to system (list all
 components replaced):

CHECKED PUMP.
 ALARM, FLOATS,
 METER, FIELD,
 COMPRESSOR

SYSTEM OPERATING AS DESIGNED? Yes No

3. Tests required and results:

	Required		Results mg/l mpn/100ml or Trace	Test Method
	Yes	No		
BOD (Grab)				
TSS (Grab)		/		
Cl (Grab)	/			
Fecal Coliform				

Copies of this report have been forwarded to the following: COMAL county / homeowner.

Maintenance Technician: Thomas

11

Date of completion: 9/20/21 Start Job Time: _____ Stop Job Time: _____

Maintenance Provider: Walker Chapman

COUNTRYSIDE CONSTRUCTION, INC.
 300 CHAPMAN PARKWAY
 CANYON LAKE, TX 78133

Phone: 830-899-2615
 Fax: 830-899-6662

TESTING AND REPORTING RECORD

This Testing and Reporting Record shall be completed, signed and dated after each inspection.

1. Inspection Date: JANUARY 18, 2022 Installed: 9/18/2019 Service Expires: 9/18/2021

BILLING ADDRESS:
 CODY & TEILOR DAHN
 665 BALD EAGLE
 CANYON LAKE, TX 78133

PHYSICAL ADDRESS:
 665 BALD EAGLE
 CANYON LAKE, TX 78133

TELEPHONE: 760-987-1970
 ALT. PHONE:

LOT: LT 960, PERMIT#: 109580
 COUNTY: COMAL
 SN: 18050387

SUBDIVISION: CANYON LAKE HILLS MFG: CLEARSTREAM-600 MAPSCO: N/A

NOTES:
 TYPE OF SYSTEM: DRIP

Inspected Item:	Operational	Inoperative
Aerators		
SCFM/Compressors PSI (Record Pressure Reading)	2.0	
Filters	/	
Irrigation Pumps	/	
Recirculation Pumps	N/A	
Disinfection Device	/	
Chlorine Supply	/	
Electrical Circuits	/	
Distribution System	/	
Sprayfield Vegetation	N/A	
Back Flush Drip Field, if applicable	/	
Other as Noted	/	

2. Action taken or Repairs or Needed repairs to system (list all components replaced):

CHECKED PUMP

Alarm, micron

FLOATS, FIELD

Compressor

SYSTEM OPERATING AS DESIGNED? Yes No

Access Posts are Secured Yes No

3. Tests required and results:

	Required		Results mg/l mpn/100mi or Trace	Test Method
	Yes	No		
BOD (Grab)				
TSS (Grab)		/		
Cl (Grab)	/			
Fecal Coliform	/			

Copies of this report have been forwarded to the following: COMAL county / homeowner.

Maintenance Technician: Thomas 11

Date of completion: 2/2/22 Start Job Time: _____ Stop Job Time: _____

Maintenance Provider: Walter Chapman

Aerobic Services of South Texas
15188 FM 306
Canyon Lake, TX 78133

ENTERED



Phone: (830) 964-2365

Fax: (830) 964-2659

www.aerobicservices.com info@aerobicservices.com

To: John Carter
665 Bald Eagle
Canyon Lake, TX 78133

Printed: 2/22/2022
Site: 665 Bald Eagle
Canyon Lake, TX 78133
(512) 653-4683

Permit #: **109580**

Customer ID: 61116665

Agency: Comal County Environmental Health Comal County Environmental Health Comal C
County: Comal
Mfg / Brand: - Clearstream
Treatment Type: Aerobic
Disposal: Surface Application

Contract Dates: -
Scheduled Date:

Service Type: Repair

Visit Date: 2/21/2022

Method: Grab

Technician: Dakota

Entered By: Carolyn

Aerators: Operational

Filters: Operational

Irrigation Pumps: Operational

Disinfection Device: Operational

Chlorine Supply: Operational

Chlorine Residual: Drip

Sludge Levels

For Tank 1: 1

For Tank 2: 12

For Tank 3: 1

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.

Replaced compressor

Service Completed

Insp ID #:137295