

# Comal County Environmental Health OSSF Inspection Sheet

Installer Name: \_\_\_\_\_

OSSF Installer #: \_\_\_\_\_

1st Inspection Date: \_\_\_\_\_

2nd Inspection Date: \_\_\_\_\_

3rd Inspection Date: \_\_\_\_\_

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

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

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

Permit#:		Address:					
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)				
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)				

Inspector Notes:

**Comal County Environmental Health  
OSSF Inspection Sheet**

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

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(4) 285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1)				
23	DISPOSAL SYSTEM Mound		285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4)				
24	DISPOSAL SYSTEM Other (describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
25	DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC						
26	DRAINFIELD Area Installed						
27	DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation		285.33(b)(1)(A)(v)				
28	DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media						
29	DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place		285.33(b)(1)(E)				
30	DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.)		285.33(c)(2)				
31	LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches		285.33(d)(1)(C)(i)				

**Comal County Environmental Health  
OSSF Inspection Sheet**

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field ( 1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom ) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe ( 1.25 - 1.5" dia. ) & Pipe Holes ( 3/16 - 1/4" dia. Hole Size ) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

**Comal County Environmental Health  
OSSF Inspection Sheet**

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



# COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 113813  
Issued This Date: 12/28/2021  
This permit is hereby given to: Wayne & Terri Heintschel

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

133 UPPER RIVER PLACE  
SPRING BRANCH, TX 78070

Subdivision: Mystic Shores  
Unit: 21  
Lot: 2266R  
Block: n/a  
Acreage: 0.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

**RECEIVED**

By KG at 8:57 am, Dec 27, 2021



**COMAL COUNTY**  
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION  
CHECKLIST**

Staff will complete shaded items

		<b>113813</b>
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

Instructions:

Place a check mark next to all items that apply. For items that do not apply, place "N/A". This OSSF Development Application Checklist **must** accompany the completed application.

OSSF Permit

- Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- Required Permit Fee - See Attached Fee Schedule
- 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.

Jonnie Bellquist  
Signature of Applicant

27 Dec 2021  
Date

<input type="checkbox"/> COMPLETE APPLICATION Check No. <u>141734</u> Receipt No. _____
--

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

RECEIVED  
By KG at 8:57 am, Dec 27, 2021

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

Date \_\_\_\_\_

Permit # 113813

Owner Name Wayne & Terri Heintschel  
Mailing Address 1014 Windy Pond  
City, State, Zip San Antonio TX 78260  
Phone # 713 858 1243 or 713 419 6398  
Email whointschel@hometrust.com

Agent Name South Texas Wastewater Treatment  
Agent Address PO Box 1284  
City, State, Zip Boerne TX 78006  
Phone # 830 249 8098  
Email bonnie@stwastewater.com

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

Subdivision Name Mystic Shores Unit 21 Lot 2266R Block n/a  
Acreage/Legal \_\_\_\_\_  
Street Name/Address 133 Upper River Place City Spring Branch Zip 78070

Type of Development:

Single Family Residential  
Type of Construction (House, Mobile, RV, Etc.) house  
Number of Bedrooms 3  
Indicate Sq Ft of Living Area 3759

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: \$ 560,000<sup>00</sup> (Structure Only)

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

Source of Water  Public  Private Well  
Are Water Saving Devices Being Utilized Within the Residence?  Yes  No

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

Terri Heintschel Signature of Owner Date 12/16/2021



\* \* \* **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 South Texas wastewater Treatment

System Description aerobic spray

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

Tank Size(s) (Gallons) 600 Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 360

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

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

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

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

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

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

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

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

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

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

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

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

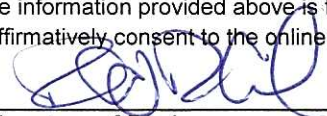
Is this property within an incorporated city?  Yes  No

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

By signing this application, I certify that:

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

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

  
\_\_\_\_\_  
Signature of Designer

12-21-21  
\_\_\_\_\_  
Date

Page 2 of 2

1/10/21



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AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL  
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of Comal County, Texas. The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TVVC), 5.012 and 5.013, gives the TCEQ primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TVVC. The TCEQ, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ that the appropriate OSSF was installed.

II

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

Lot 2266R Block      Subdivision Mystic Shores Unit 21

not in Subdivision:      Acres      Survey

The property is owned by Wayne Heintschel & Terri Heintschel

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.

Wayne Heintschel Owner Name [Signature] Owner Signature ●  
Terri Heintschel Owners Name [Signature] Owners Signature ●

This instrument was acknowledged before me on: 16 Day of December, 2021

Ken L. Flores Notary's Printed Name

[Signature] Notary Public, State of Texas ●

Commission Expires: 03/22/2023



Affix Notary Stamp Above

Official use only

Filed and Recorded  
Official Public Records  
Bobbie Koopp, County Clerk  
Comal County, Texas  
12/22/2021 12:17:32 PM  
NANCY 1 Page(s)  
202106065436

[Signature]



1014 WINDY POND  
SAN ANTONIO, TX 78260

wheintschel@hometrust.com  
tcheintschel@att.net

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

Regulatory Authority Comal Co Environmental  
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 Wayne & Terri Heintschel  
Site Address 133 Upper River Place  
City Spring Branch Zip 78070  
Mailing Address SEE ABOVE  
County Comal Map # 320 C6  
Phone 713-858-1243 → 713-419-6398  
Email SEE ABOVE

**I. General:** This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Wayne & Terri Heintschel (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 ASAP and ends on + 2 YRS 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.

Disinfection:

*[Handwritten initials]*

Customer's Initials



BS

Contractor's Initials

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

**VI. Electronic Monitoring:**

Electronic Monitoring is not included in this Agreement.

**VII. Performance of Agreement:**

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

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

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

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

**VIII. Customer's Responsibilities:**

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

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

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

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

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

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

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

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

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

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

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

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

**IX. Access by Contractor:**

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

**X. Limit of Liability:**

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

**XI. Indemnification:**

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



Customer's Initials



BS

Contractor's Initials



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

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

**XII. Severability:**

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

**XIII. Fee for Services:**

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

**XIV. Payment:**

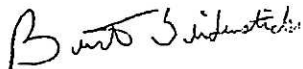
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

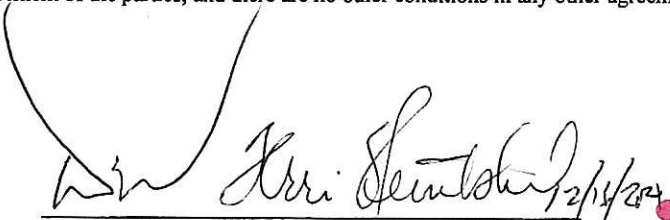
**XV. Application or Transfer of payment:**

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

**XVI. Entire Agreement:**

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

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

  
Customer Signature Date



Customer's Initials



BS

Contractor's Initials

**SITE EVALUATION INFORMATION SHEET**

Wayne & Terri Heintschel  
1014 Windy Pond  
San Antonio TX 78260  
c/o Johnnie Long – Timeless Luxury Homes

Site: 133 Upper River Place  
Lot 2266R  
Mystic Shores 21  
Comal County, Texas

Date Site Evaluation Performed: 7 December 2021

Within 100 year Flood zone No, FIR Map 48091C 0090F  
Edwards Recharge Zone: No, USGS map Index map

Profile Holes: Slab 7 fractured limestone @ surface, no test holes dug. House cut shows 6-8” dark brown silty clay, caliche & rock below. Clay in caliche, sometimes.


Soil Texture Analysis: Class        suitable no  
Soil Structure Analysis:        suitable X unsuitable for conventional septic

Structureless         
Weak        Moderate        Strong         
Blocky         
Platy        (unsuitable)  
Massive        (unsuitable)

Restrictive Horizon: None found:        Depth: surface  
Rock or Fractured Rock: X  
Clay 40% or more: X  
Ground Water    

Brief Description: No actual drainage features , no evidence of sensitive features noted at time of site evaluation within 150 ft of proposed system location.

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

  
\_\_\_\_\_  
Ronald R. Graham, SE

12-21-21  
\_\_\_\_\_  
Date



# SOUTH TEXAS WASTEWATER TREATMENT

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

20 December 2021

## NuWater B-550 HOME WASTEWATER TREATMENT SYSTEM DESIGN SPRINKLER SYSTEM

Wayne & Terri Heintschel  
1014 Windy Pond  
San Antonio TX 78260  
c/o Johnnie Long – Timeless Luxury Homes

Site: 133 Upper River Place  
Lot 2266R  
Mystic Shores 21  
Comal County, Texas

This design includes an attached drawing No. 7671R0 dated 20 DEC 2021

### Design Specifications:

- Estimated average daily wastewater flow: 3 Bedroom house, 3759sq ft (360 GPD)
- Effluent Treatment minimum capacity = 600gpd
- Pump tank/chlorine contact chamber capacity: 768 gallons
- Design application rate: 0.064 gal./sq.ft./day
- Dosing cycle quantity: 360-380 gallons
- Number of dosing cycles per day: one (1)
- Timer with battery backup to go off between midnight and 5am
- Type of float switch: mercury float switch
- Design pressure head: 25-40 psi at sprinkler head
- Dosing pump capacity: 20gpm ½ HP high head effluent pump
- NSF Certified tablet Chlorinator: installed at inlet of pump tank
- Safety Lid installed on clarifier
- Maximum slope of the field: <15 percent
- Means of preventing syphoning: hose bib
- Diameter of supply pipe: 1 inch
- Pressure adjusting valves to be installed: hose bib required
- Offsets: property lines, wells, easements, water lines, structures, swimming pools, ponds, etc shall be strictly adhered to as required by latest Texas Commission on Environmental Quality OSSF Regulations.



21 Dec 21  
*[Handwritten signature]*

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

### Calculation of field Size

Three bedroom house, 3759sf allow 360gpd effluent flow  
Assume an application rate of 15.6 square feet per gallon per day.

$$360 \div 0.064 = 5,625 \text{ sq ft}$$

If 2 spray heads were installed that are capable of 2.0 gallons per minute, both with a radius of 30 feet, both spraying a full circle. The area as measured by autocad is:

$$A = 5654 \text{ sq ft}$$

Pipe and fittings

All pipes and fittings in this system shall be schedule 40 PVC. All joints shall be sealed with an approved solvent-type PVC cement. The forced main shall be 1 inch in diameter. A 20gpd, 1/2 HP High head effluent pump submersible pump capable of providing at least 20 GPM and providing a 25-40 psi head shall be utilized for pumping effluent.

Site Preparation

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

Provisions for Emergencies

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

Flood Prone Areas

The subject lot is not in a flood prone area according to National Flood Insurance Program FIR Map community-panel Number 48091C 0090F. This lot is in the Contributing Area of the Edwards Aquifer. CZP 1743.00 has been reviewed

Tank Sizes

The system shall have a NuWater B-600 extended aeration plant external NSF Certified tablet chlorinator. The pump tank shall have a capacity of 768 gal. This tank will not need tees on inlet. Safety lid will be installed on clarifier.



This system designed by:

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

Ronald R. Graham, RS

December 21, 2021  
Date

Attachments:

Drawing No.7671, dated 20 DEC 2021



South Texas Wastewater Treatment  
PO Box 1284  
Boerne, TX 78006  
830-249-8098

13 December 2021

133 Upper River Place  
Mystic Shores  
Lot 2266R Unit 21  
Comal County Texas

I, Ronald R. Graham have reviewed the CZP# 1743.00 for this location and certify that this design meets all the requirements of the Texas Commission of Environmental Quality OSSF regulations, all provisions of the existing CZP and the orders of Comal County.



---

Ronald R Graham, RS

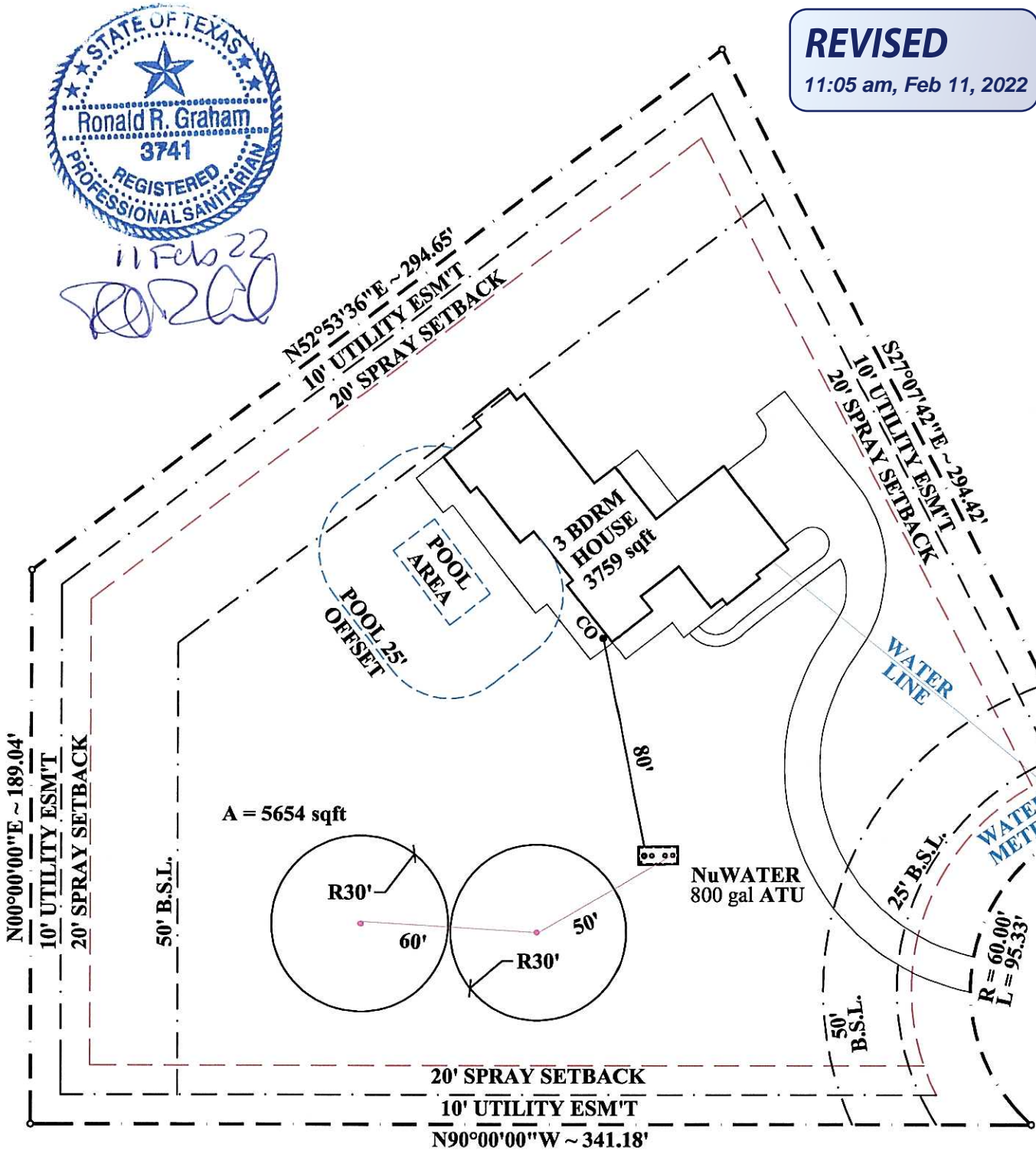


11 Feb 22

**REVISED**  
 11:05 am, Feb 11, 2022

**NOTES:**

- THIS DESIGN MEETS ALL OF THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OSSF REGULATIONS AND THE ORDERS OF COMAL COUNTY AND WILL NOT CAUSE A NUISANCE OR HEALTH HAZARD
- ALL SPRINKLERS ARE HUNTER PGP-ARV-LA OR K-RAIN PROPLUS
- ANY CROSSING OF WATER LINE & SPRAY LINE WILL BE SLEEVED 10 ft ON EACH SIDE OF WATER LINE
- NO PHYSICAL DRAINAGE FEATURE ON PROPERTY WHICH WOULD REQUIRE SPECIAL PROTECTIVE MEASURES
- NO TEST HOLES DUG DUE TO EXTENSIVE SURFACE ROCK



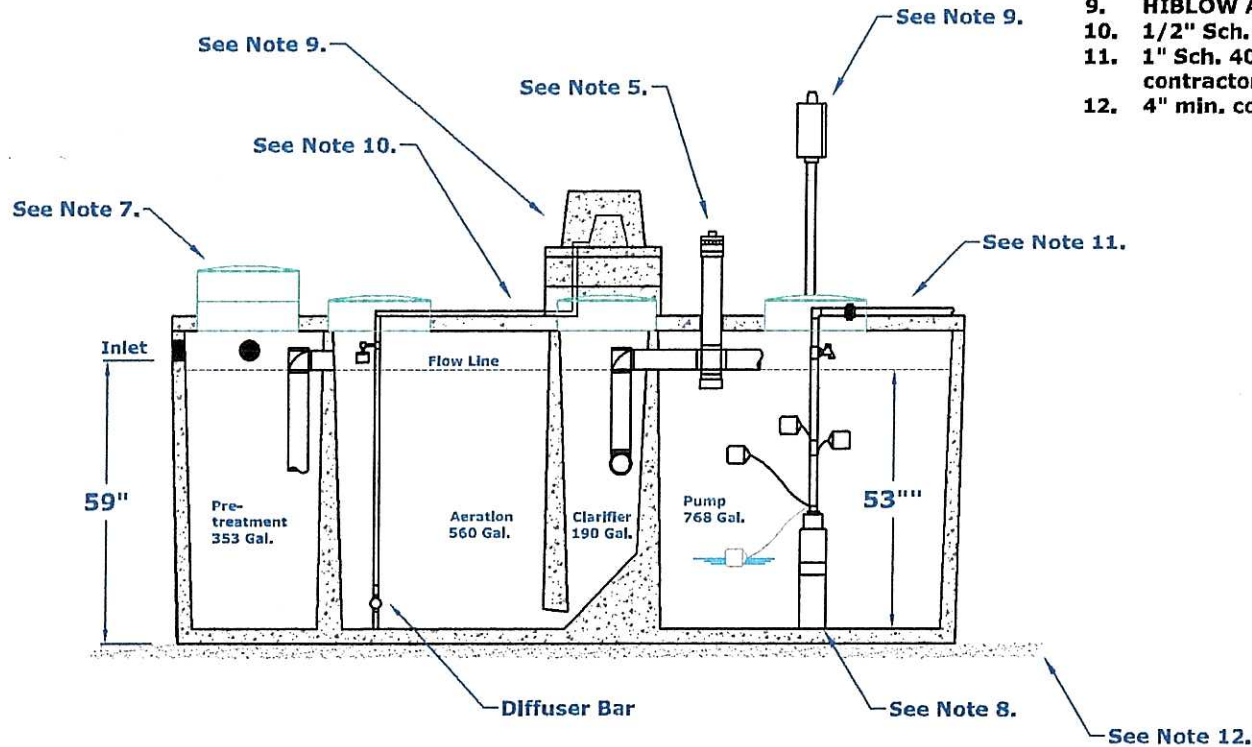
**UPPER RIVER PLACE**



SOUTH TEXAS WASTEWATER TREATMENT P.O. BOX 1284 BOERNE, TX 78006 830-249-8098		By RCC	Date DEC 20 2021	Rev 0	DRAWING NO. 7671R1	DATE 10 FEB 2022	SCALE 1" = 50'
133 Upper River Place Lot 2266R Mystic Shores 21 COMAL COUNTY, TEXAS							

# Assembly Details

OSSF



## GENERAL NOTES:

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

### DIMENSIONS:

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

### MINIMUM EXCAVATION DIMENSIONS:

Width: 76"  
 Length: 176"

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

Model: B-550-PC-400PT

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

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

Dwg. #: ADV-B550-3

**Advantage**  
 Wastewater Solutions, LLC

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

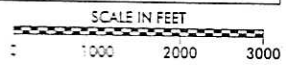
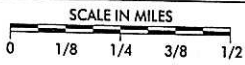
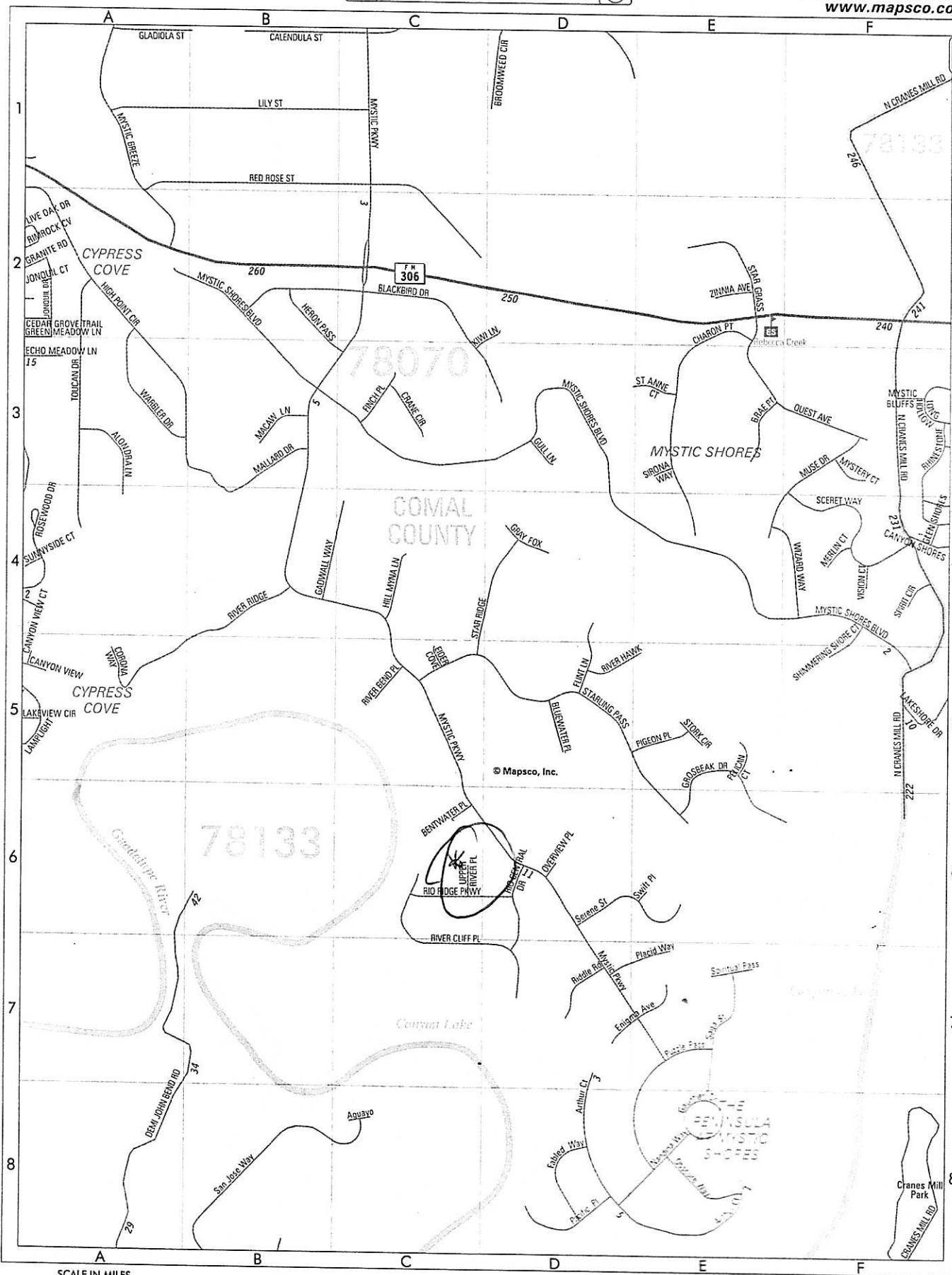


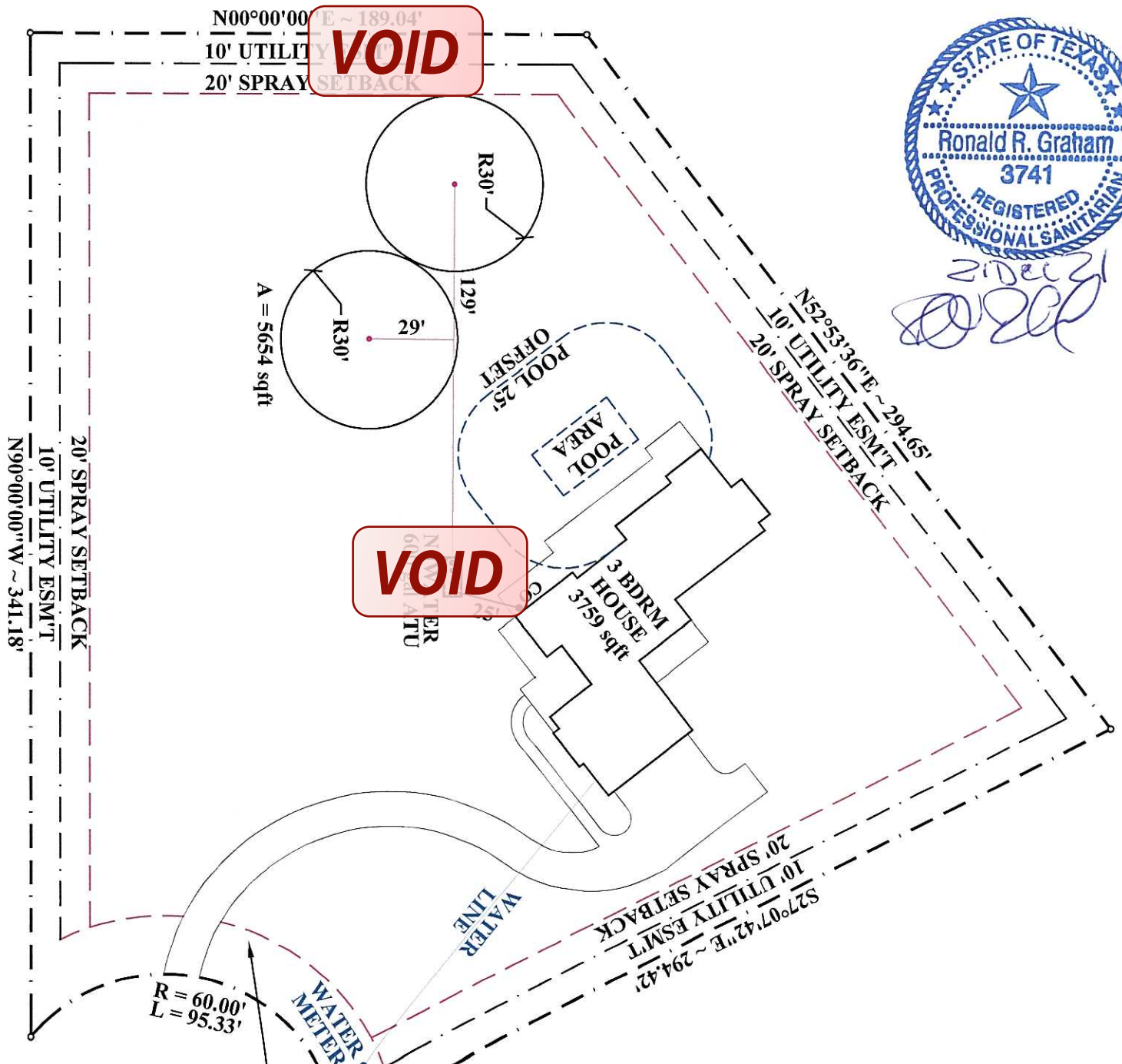
320



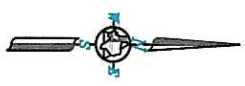
CONTINUED ON MAP 321

CONTINUED ON MAP 354





UPPER RIVER PLACE



- NOTES:
1. THIS DESIGN MEETS ALL OF THE REQUIREMENTS OF THE COMMISSION ON ENVIRONMENTAL QUALITY REGULATIONS AND THE ORDERS OF COMAL COUNTY AND WILL NOT CAUSE A NUISANCE OR HEALTH HAZARD
  2. ALL SPRINKLERS ARE HUNTER PGP-ARV-LA OR K-RAIN PROPLUS
  3. ANY CROSSING OF WATER LINE & SPRAY LINE WILL BE SLEAVED 10 FT ON EACH SIDE OF WATER LINE
  4. NO PHYSICAL DRAINAGE FEATURE ON PROPERTY WHICH WOULD REQUIRE SPECIAL PROTECTIVE MEASURES
  5. NO TEST HOLES DUG DUE TO EXTENSIVE SURFACE ROCK

SOUTH TEXAS WASTEWATER TREATMENT  
 P.O. BOX 1284  
 BOERNE, TX 78006  
 830-249-8098  
 BY RONALD R. GRAHAM R.S. 3741

133 Upper River Place  
 Lot 2266R  
 Mystic Shores 21  
 COMAL COUNTY, TEXAS

Rev	Date	By	DRAWING NO.	
0	DEC 20 2021	RCC	7671R0	DATE
				SCALE
				1" = 50'

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

## GENERAL WARRANTY DEED

Date: January 18, 2018

Grantor: TIMOTHY C. RICHARDSON and PAMELA J. RICHARDSON, husband and wife

**Grantor's Mailing Address:**

2711 Lost Maples Dr.  
Pearland, TX 77584  
Brazoria County

Grantee: WAYNE HEINTSCHEL and TERRI HEINTSCHEL, husband and wife

**Grantee's Mailing Address:**

1014 Windy Pond  
San Antonio, TX 78260  
Bexar County

**Consideration:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

**Property (including any improvements):**

Lot 2266, MYSTIC SHORES UNIT TWENTY-ONE, according to the map or plat thereof, recorded in County Clerk's File No. 200706015710, Map and Plat Records, Comal County, Texas.

**Reservations from and Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs,

GENERAL WARRANTY DEED

PAGE 1 OF 3

ITC - Stone Oak # 1749016 DG

successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

**GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES.**

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

GRANTOR:

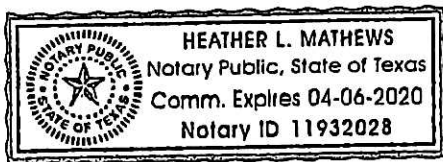
  
TIMOTHY C. RICHARDSON

  
PAMELA J. RICHARDSON

STATE OF TEXAS )

COUNTY OF Harris )

This instrument was acknowledged before me on Jan. 18, 2018, by TIMOTHY C. RICHARDSON.

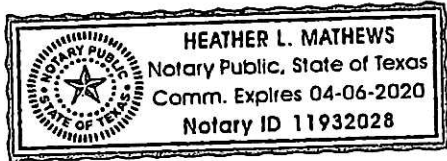


  
Notary Public, State of Texas

STATE OF TEXAS )

COUNTY OF Harris )

This instrument was acknowledged before me on Jan. 18, 2018, by PAMELA J. RICHARDSON.



Heather L. Mathews  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

WAYNE HEINTSCHEL and TERRI HEINTSCHEL  
1014 Windy Pond  
San Antonio, TX 78260

**GF: 1749016-SOSA**



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**GENERAL WARRANTY DEED**

**Date:** January 18, 2018

**Grantor:** TIMOTHY C. RICHARDSON and PAMELA J. RICHARDSON, husband and wife

**Grantor's Mailing Address:**

2711 Lost Maples Dr.  
Pearland, TX 77584  
Brazoria County

**Grantee:** WAYNE HEINTSCHEL and TERRI HEINTSCHEL, husband and wife

**Grantee's Mailing Address:**

1014 Windy Pond  
San Antonio, TX 78260  
Bexar County

**Consideration:**

TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration.

**Property (including any improvements):**

Lot 2266, MYSTIC SHORES UNIT TWENTY-ONE, according to the map or plat thereof, recorded in County Clerk's File No. 200706015710, Map and Plat Records, Comal County, Texas.

**Reservations from and Exceptions to Conveyance and Warranty:**

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2018, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs,

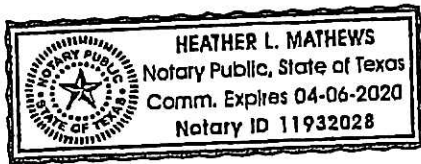
IC - Stone Oak # 1749016 DG

POOR QUALITY

STATE OF TEXAS )

COUNTY OF Harris )

This instrument was acknowledged before me on Jan. 18, 2018, by PAMELA I. RICHARDSON.



Heather L. Mathews  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

WAYNE HEINTSCHEL and TERRI HEINTSCHEL  
1014 Windy Pond  
San Antonio, TX 78260

GF: 1749016-SOSA

Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
01/19/2018 10:23:57 AM  
JESSICA 3 Pages(s)  
201806002357



Bobbie Koepf



GTY# 4008005897 JG

Handwritten initials: J/TM

**WARRANTY DEED**

**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.

Date: April 24, 2013.

Grantor: Robert W. Ermel and Patricia Ermel.

Grantee: Wayne A. Heintschel and Terri Calhoun Heintschel, 5215 Baywood, Pasadena, Texas 77505.

Consideration: Ten Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged by Grantor.

Property: Lot 2267, Mystic Shores Unit 21, Comal County, Texas, according to a plat recorded at Document Number 200706015710, Map or Plat Records, Comal County, Texas.

Reservations from and Exceptions to Conveyance and Warranty: Restrictive covenants, easements, building setback lines, dedications and other matters appearing on the above mentioned plat. Restrictive covenants, easements, building setback lines, dedications, provisions for assessments and/or maintenance charges and liens for enforcement of same appearing at Documents Numbered 200206027138, 200406026218, 200406026220, 200606021273, 200706016486, 200706023208, 200706025607, 200706027105, 200706035787, 200906011419, 201006042987, 201206001747, 201206001750 and 201206001788, Official Public Records, Comal County, Texas. Easement to Pedernales Electric Cooperative recorded at Document Number 200206018208, Official Public Records, Comal County, Texas. Subject to Guadalupe Valley Telephone Cooperative, recorded at Document Number 200206042335, Official Public Records, Comal County, Texas. Judgment on Declaration of Taking recorded at Volume 124, Page 63 and Volume 133, Page 233, Deed Records, Comal County, Texas. All leases, conveyances, reservations and royalty agreements concerning coal, lignite, oil, gas and other minerals. Ad valorem taxes not yet due and payable, the payment of which Grantee assumes. All of the foregoing are exceptions to conveyance and warranty to the extent of the validity and enforceability thereof.

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

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

*Robert W. Ermel*

Robert W. Ermel

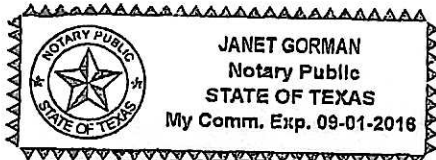
*Patricia Ermel*

Patricia Ermel

THE STATE OF TEXAS  
THE COUNTY OF BEXAR

§  
§  
§

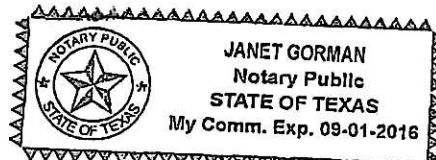
This instrument was acknowledged before me, on this the 24<sup>th</sup> day of April, 2013 by Robert W. Ermel.



THE STATE OF TEXAS  
THE COUNTY OF BEXAR

§  
§  
§

This instrument was acknowledged before me, on this the 24<sup>th</sup> day of April, 2013 by Patricia Ermel.



AFTER RECORDING, RETURN TO:

Wayne A. Heintschel and Terri Calhoun Heintschel  
5215 Baywood  
Pasadena, Texas 77505

Filed and Recorded  
Official Public Records  
Joy Streater, County Clerk  
Comal County, Texas  
05/02/2013 10:25:28 AM  
NANCY 2 Page(s)  
201306018620



*Joy Streater*





201906015481 06/06/2019 02:12:25 PM 1/3

### AMENDMENT TO PLAT

OWNER NAME(S) As Shown On Deed: Wayne Heintschel and Terri Heintschel

MAILING ADDRESS: 1014 Windy Pond, San Antonio, TX 78260

#### LEGAL DESCRIPTION OF PROPERTIES

PLAT Document #: 200706015710 OR Vol.: \_\_\_\_\_ Page(s): \_\_\_\_\_

Lot(s): 2266 and 2267 Block(s): \_\_\_\_\_

Subdivision: Mystic Shores Unit 21

RECEIVED

MAY 29 2019

LOT: 2266R ESTABLISHING BLOCK: \_\_\_\_\_

SUBDIVISION: Mystic Shores U21 COUNTY ENGINEER

NO IMAGE WILL BE PRODUCED. SEE REFERENCED DOCUMENTS

The signatures affixed below will certify that the owner(s) of the described property hereby amend the plat of the property so as to combine the referenced lot(s) or tract(s) into a single lot or tract. The property owner(s) acknowledge that this Amendment to Plat may not dissolve or alter any existing easement(s) or other property interests that may exist within the boundaries of this property and that obtaining releases or permission from any owner(s) or beneficiary of easement(s) or other property interest(s) affected by this process shall be the responsibility of the property owner(s). The owner(s) also certify that any and all Lien-Holders have acknowledged this Amendment to Plat as per the attached Lien-Holder Acknowledgement(s) if applicable.

WAYNE HEINTSCHEL

Printed Name of Owner

Signature of Owner (above)

TERRI HEINTSCHEL

Printed Name of Owner

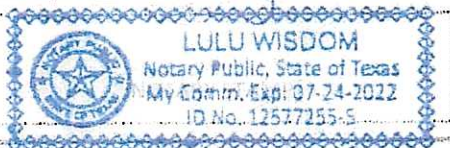
Signature of Owner (above)

STATE OF TEXAS: \_\_\_\_\_  
COUNTY OF Bexar \_\_\_\_\_

SWORN AND SUBSCRIBED before me by Wayne A. Heintschel and \_\_\_\_\_  
Printed Name of Owner

Terri C. Heintschel on the 24 day of May, 2019  
Printed Name of Owner

[Signature]  
NOTARY SIGNATURE



APPROVED BY COMMISSIONERS COURT on the

6th day of June, 2019

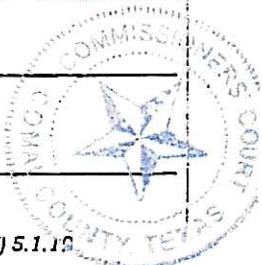
[Signature]

COUNTY JUDGE

ATTEST:

[Signature]

COUNTY CLERK

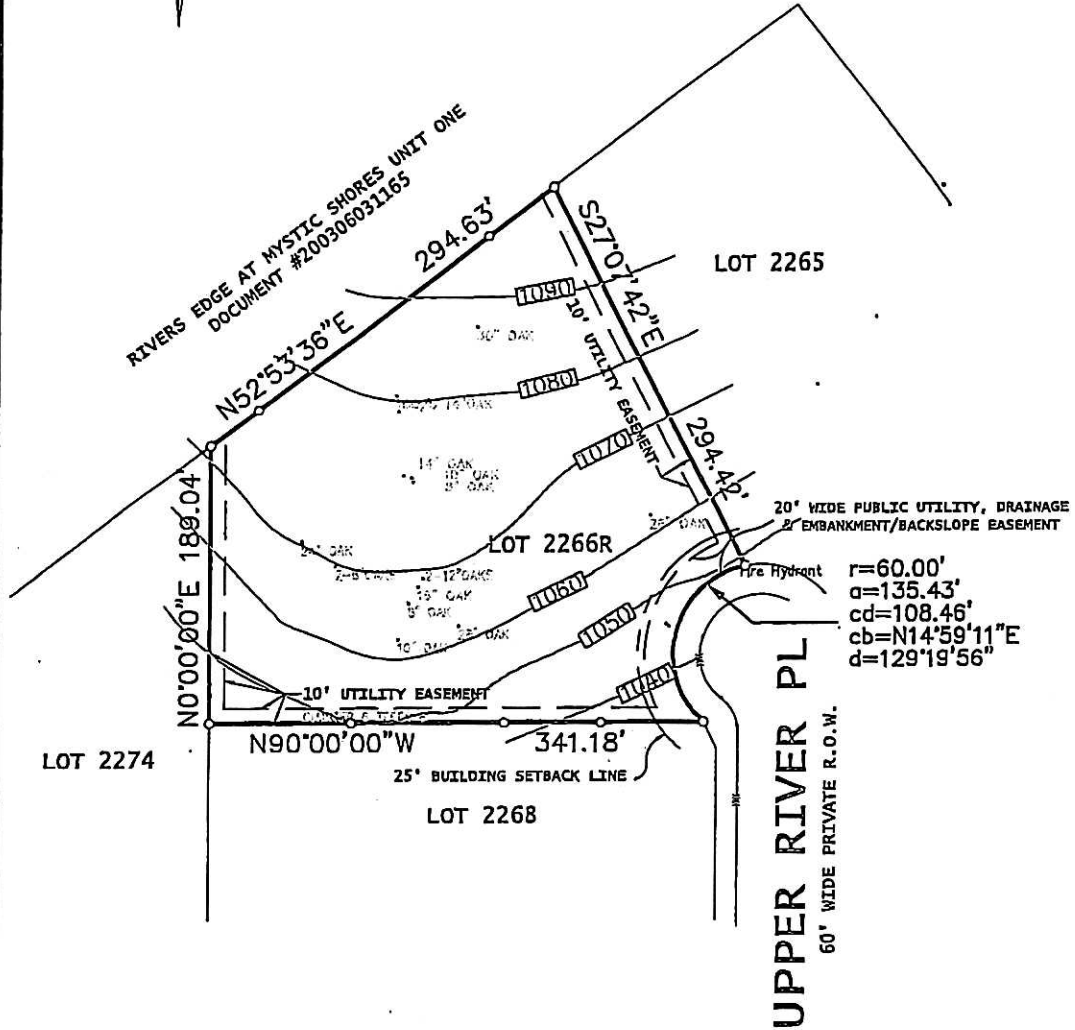
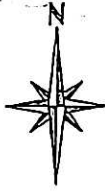


Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
06/06/2019 02:12:25 PM  
CASHFOUR 3 Page(s)  
201906019481

[Signature]

Drawing Scale: 1"= 100', Paper Size: 8.5"x 14"

BEARINGS ARE BASED ON RECORDED PLAT.



$r=60.00'$   
 $d=135.43'$   
 $cd=108.46'$   
 $cb=N14°59'11\"E$   
 $d=129°19'56\"$

UPPER RIVER PL  
 60' WIDE PRIVATE R.O.W.

### SURVEY PLAT OF

LOT 2266R, AN AMENDMENT TO  
 PLAT OF LOTS 2266 & 2267,  
 MYSTIC SHORES UNIT 21, IN  
 COMAL COUNTY, TEXAS, A PLAT  
 THEREOF RECORDED IN  
 DOCUMENT #200706015710, PLAT  
 RECORDS OF COMAL COUNTY,  
 TEXAS.

ADDRESS: 127 UPPER RIVER PL  
 SPRING BRANCH, TEXAS 78070

**C&W**  
**Surveying**

P.O. Box 692202  
 San Antonio, TX 78269  
 210-613-2097, 210-558-0396  
 210-690-8241 Fax, Firm #10052900



I, Kevin Ray Wilson, Registered Professional Land  
 Surveyor number 5787, do hereby certify that a survey  
 was made on the ground, under my supervision, on  
 date of June 3, 2019, of the property hereon  
 described, and I do declare there are no conflicts  
 known to me except as shown.