



COMAL COUNTY

ENGINEER'S OFFICE

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 10/21/2024 Permit Number: 116254

Location Description: 1880 TRAIL PASS DR
CANYON LAKE, TX 78133

Subdivision: Canyon Lake Village
Unit: 2
Lot: 138AP
Block: n/a
Acreage: 0.1600

Type of System: Aerobic
Drip Irrigation

Issued to: OMG Properties, LLC

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

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

Alterations to this permit including, but not limited to:

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

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

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

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

Licensing Authority

Comal County Environmental Health

OS0036769

ENVIRONMENTAL HEALTH INSPECTOR

ENVIRONMENTAL HEALTH COORDINATOR

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 Drip Irrigation		285.33(c)(3)(A)-(F)				

4/23/24 CA: Revision for tank manufacturer. Designer to address drip field less than 10 ft from severe slope/drop off. Do not cover field. Need re inspection fee.

10/21/24 CA: Covered. Liner installed

**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: 116254
Issued This Date: 07/17/2023
This permit is hereby given to: OMG Properties, LLC

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

1880 TRAIL PASS DR
CANYON LAKE, TX 78133

Subdivision: Canyon Lake Village
Unit: 2
Lot: 138AP
Block: n/a
Acreage: 0.1600

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
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

--	--

Date Received

Initials

--

Permit Number

Instructions:

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

OSSF Permit

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

Andrew Green

Signature of Applicant

4-4-22

Date

____ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

____ INCOMPLETE APPLICATION	
(Missing Items Circled, Application Refused)	

RECEIVED

By helmsa at 10:36 am, May 23, 2023



ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORGDate 4-4-22

Permit Number _____

1. APPLICANT / AGENT INFORMATIONOwner Name QMG PROPERTIES, LLCAgent Name Hoyt SeidmanMailing Address 4447 N CENTRAL EXPRESSWAY, STE 115 Agent Address _____City, State, Zip DALLAS, TX 75205

City, State, Zip _____

Phone # 979-665-2234Phone # 210 414 6603Email VANDERGEMANWAYS@GMAIL.COMEmail hoyt@landclearing.com**2. LOCATION**Subdivision Name CANYON LAKE VILLAGE Unit 2 Lot 138AP Block _____Survey Name / Abstract Number _____ Acreage 0.156Address 1880 TRAIL PASS Prime City CANYON LAKE State TX Zip 78133**3. TYPE OF DEVELOPMENT**☒ Single Family ResidentialType of Construction (House, Mobile, RV, Etc.) HouseNumber of Bedrooms 3Indicate Sq Ft of Living Area 1574☐ 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: \$ 375,000 (Structure Only)

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

☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)Source of Water ☒ Public ☐ Private Well ☐ Rainwater**4. SIGNATURE OF OWNER**

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.

Andrew Green

Signature of Owner

4-4-22

Date

RECEIVED
By helmsa at 10:36 am, May 23, 2023



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

RECEIVED

By Brandon Olvera at 8:41 am, Sep 11, 2023

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

1880 Trail Pass Drive

Planning Materials & Site Evaluation as Required Completed By Hoyt Seidensticker

System Description Aerobic with Drip Irrigation

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

Tank Size(s) (Gallons) 600 GPD ATU Absorption/Application Area (Sq Ft) 834

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 ☒ 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 Hoyt Seidensticker

Date 5-22-23

1/m



202306015997 05/24/2023 02:52:42 PM 1/1

THE COUNTY OF COMAL
STATE OF TEXAS

AFFIDAVIT

According to Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities (OSSFs), 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 owners 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): 1880 Trail Pass Drive

Lot 138AB, Canyon Lake Village, Unit 2

The property is owned by (owner as per deed) OMG Properties, LLC

This OSSF shall be covered by a continuous service policy 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 may be obtained from (insert name of permitting authority).

WITNESS BY HAND(S) ON THIS 12 DAY OF May, 2023

Andrew Green
Owner(s) signature(s)

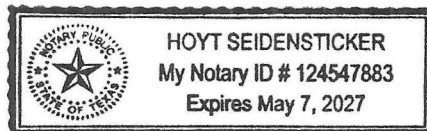
Andrew Green
Owner (s) Printed Name(s)

Owner(s) signature(s)

Owner (s) Printed Name(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 12 DAY OF May, 2023

Hayden
Notary Public Signature



Land Stewardship Services, LLC
→ 124 Bristow Way
Boerne, TX 78006-8594

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/24/2023 02:52:42 PM
TAMMY 1 Page(s)
202306015997



Bobbie Koepp

RECEIVED

By Brandon Olvera at 8:33 am, Apr 04, 2024

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer OMG PROPERTIES LLC
Site Address 1880 TRAIL PASS
City CANYON LAKE Zip 78133
Mailing Address _____
County COMAL Map # _____
Phone _____
Email _____

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

II. Effective Date:

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

III. Termination of Agreement:

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

IV. Services:Contractor will:

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

V. Disinfection:

AG

Customer's Initials



RC

Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

AG

Customer's Initials



RC

Contractor's Initials

RECEIVED

By Brandon Olvera at 8:33 am, Apr 04, 2024

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

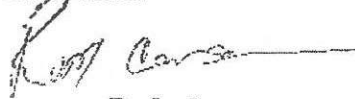
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

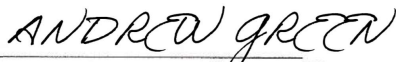
The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described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

XVI. Entire Agreement:

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


Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036


Customer Signature

Date



Customer's Initials



RC

Contractor's Initials

ON-SITE SEWAGE FACILITY
Site Evaluation Report Information

Date: 4/4/2022

Applicant Information:

Name: OMG Properties, LLC

Address: 4447 N Central Expressway, STE110 #151

City: Dallas State: Texas Zip: 75265

Phone: Justin (210) 846-2561

Property Location:

Lot: 138AP Block:

Sub.: Canyon Lake Village Unit 2

Street/Road Address: 1880 Trail Pass

City: Canyon Lake State: Texas Zip: 78133

Unincorporated Area? Y or N y

Additional information

Site Evaluator Information:

Name: Hoyt Seidensticker

License OS0008771 Expires 8/31/2023

Company: Land Stewardship Services, LLC

Address: 124 Bristow Way

City: Boerne State: Texas Zip: 78006

Phone: (210) 414-6603

Email hoyt@landstewardshipservices.com

Installer information:

Schematic of Lot or Tract

Show:

Compass North, adjacent streets, property lines, property dimensions, location of buildings, easements, water lines, and other surface improvements where known (drainage, patios, sidewalks).

Location of existing or proposed water wells within 150 feet of property.

Indicate slope or show contour lines from the structure to the farthest location of the proposed soil absorption or irrigation area.

Location of soil borings or dug pits (show location with respect to a known reference point).

Location of natural, constructed, or proposed drainage ways, (streams, ponds, lakes, rivers, high tide of salt water bodies) water impoundments areas, cut or fill bank, sharp slopes and breaks.

SITE DRAWING

Lot Size: acres

SEE ATTACHED

Signature of Site Evaluator

Hoyt Seidensticker

Site Evaluator License No: OS0008771

ON-SITE SEWAGE FACILITY Soil Evaluation Report Information

Date Soil Survey Performed: 4/4/2022

Site Location: 1880 Trail Pass Drive

Name of Site Evaluator: Hoyt Seidensticker Registration Number: QS0008771

Proposed Excavation Depth: 6 inches County: Comal

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.

Location of soil boring or dug pits must be shown on the site drawing.

For subsurface disposal, soil evaluation 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 feature on the form. Indicate depths where features appear.

Soil Boring Number <u>1</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0 <u> </u>	III	Clay loam	<30%	none		Brown
1 <u>12 in</u>	III	Clay loam	<30%			Cream with Calcareous material
2 <u>24 in</u>		rock			yes, rock	
3 <u> </u>						
4 <u> </u>						
5 <u> </u>						

Soil Boring Number <u>2</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0 <u> </u>	III	Clay loam	<30%	none		Brown
1 <u>12 in</u>	III	Clay loam	<30%			Cream with Calcareous material
2 <u>24 in</u>		rock			yes, rock	
3 <u> </u>						
4 <u> </u>						
5 <u> </u>						

Features of Site Area

Presence of 100 year flood zone Yes No x

Presence of adjacent ponds, streams, water improvements Yes No x

Existing or proposed water well in nearby area Yes No x

Organized sewage service available to lot or tract Yes No x

Recharge feature within 150 feet Yes No x

By my signature, I hereby certify that the information provided in this report is based on my site observations and are accurate to the best of my ability.

I understand that any misrepresentation of the information contained in this report may be grounds to revoke or suspend my license. The site evaluation

determined the site is suitable for a Drip Irrigation disposal system with Aerobic treatment

According to table XIII, the site is suitable for this proposed system. A copy of Table XIII has been given to the property owner to inform them of

other alternatives based upon the result of this site evaluation

Hoyt Seidensticker
Signature of Site Evaluator

5-22-23
Date

8/30/2024

8:15 AM

Aerobic with Drip
Irrigation System

RECEIVED

By Brandon Olvera at 12:20 pm, Sep 03, 2024

OMG Properties, LLC

116254

Property Information:

St. Address: 1880 Trail Pass Drive, Lot 138AP
City: Canyon Lake State: Texas
Zip code: 78133

Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): yes
Gallons/day (Q): 240
Greywater included (yes/no): yes

Rate of Adsorption (Ra)

Application rate (g/sq. ft.): 0.38
Minimum Adsorptive Area (sq. ft.): 632
Absorptive area installed (sq.ft.): 834

Aerobic Unit

Required size of aerobic unit: 360 gpd
Pretreatment Tank (gallons): 198
Class 1 Aerobic Unit: FujiClean CE-5
Pump tank total capacity (gal): 500
Chlorination: n/a
Pump Switch operation: Float system
Dosing cycle quantity (gals): Varied
Cycling time: night time
Pump size and capacity: Franklin E-Series 20 GPM

House Information

No. of Bedrooms: 3
Sq. footage (Approx.): 1574
Water Supply: CLWS
Gallons per day: 240

Supply Line from House

Length of supply line (approx. ft.): 45
Type of supply line: SCH 40 PVC
Size of Supply line (in): 3 or 4

Supply Line to Drip Irrigation Manifold

Length of supply line (approx. ft.): 20
Type of supply line: Purple SCH 40
Size of supply and flush line (in): 1

Required linear foot of tubing: 316
Linear feet of tubing installed: 417

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions.

All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker
Hoyt Seidensticker, R.S. No. 3588

8-30-24
Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

8/30/2024

8:15 AM

Aerobic with Drip
Irrigation System

RECEIVED

By Brandon Olvera at 12:20 pm, Sep 03, 2024

OMG Properties, LLC

A class 1 residential aerobic treatment unit will be designed for this home. Wastewater from the home will flow to the pretreatment tank of the aerobic unit. From the pretreatment tank, effluent will flow to the treatment unit. Treated effluent will then flow to the pump tank for disposal through subsurface drip irrigation. All warning systems shall be installed with the aerobic unit.

Field loading Rates and Distribution

All flow from the treatment compartment of the aerobic unit will flow into a pump tank.

The pump tank will be equipped with a submersible pump. The pump will dose the single zone.

A 100 micron effluent filter must be installed in the supply line to prevent introduction of sediments & suspended organic materials into the drip tubing. Vacuum relief valves need to be installed in each zone at the highest point of both the supply and return manifolds. Ball valves must be installed on the return lines for pressure adjustment.

The drip lines will be laid on two foot centers and parallel with the contour of the land. The drip lines will not be laid perpendicular with the slope. The drip lines will then be covered with a minimum of 6 inches of the material.

The area of the drip tubing will need to be shaped by the installer. A minimum of 12 inches of class 1b soil will be imported and leveled. The drip tubing will be laid on top of the imported soil. The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. The drip tubing needs to be installed as level as possible.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

8-30-24
Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



8/30/2024

8:15 AM

Aerobic with Drip
Irrigation System

RECEIVED

By Brandon Olvera at 12:20 pm, Sep 03, 2024

OMG Properties, LLC

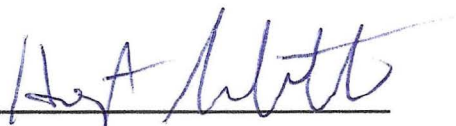
The drip lines will be laid on top of the class 1b imported 12 inches of soil. Then a minimum of 6 inches of class 1b imported sandy soil must be placed over the drip lines.

Drip lines are to be placed on 2 ft centers and tied into a pressure manifold at one end and a return manifold which is run back to the pump tank for continuous flushing of the drip lines. A pressure gage and control valve on the return line at the pump tank is to be set at 35 psi, which maintains a minimum required pressure of the drip emitters. The drip lines will be flushed continuously when the pump doses the drip field. The drip lines will be continuously flushed.

Then entire area where the drip lines have been installed or disturbed, must be sodded with a type of vegetative cover or curlex laid over the entire drip field or an equivalent county approved method of cover that is considered a high water user prior to system operation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the install aerobic system.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

Date

8-30-24

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



Gallons per Day	240
Application Rate (gal/sq. ft/day)	0.38
Square footage required	631.5789474
Feet between Lines	2
Feet between emitters	2
Number of zones	1
Linear feet of dripline	417
Number of emitters	208.5
Linear Feet of Tubing Per Zone	417
Type of emitters	Pressure compensating
Determine drip field pressure (psi)	35
Feet of head pressure	80.85
gph/emitter	0.61
gallons per minute per Zone	2.1
gallons per hour	127.185
minutes per dose	16
Minutes Per Day Per Zone	113
gallons per day	240
Doses per Zone	7
Total Doses per Day	7
Time Between Doses in Hours	3.4
Total Run time in Minutes	113.2208987
Number of Connections to Manifold	1
Linear feet of dripline per connection	417
minimum pump capacity (gpm)	2.1
header pipe size (inches)	1
Pressure loss in 100 ft. pipe (psi)	1.58
Friction head in 100 ft. of pipe (ft of head)	3.6498
Static head	
height from pump to top of tank (ft.)	4
Elevation increase (ft.)	1
Total static head (ft.)	5
Friction head	
equivalent length of fittings (ft.)	1
Distance from pump to field (ft.)	20
Total equivalent length of pipe (ft.)	21
total effective head (ft.)	0.77
head required at drip field (ft.)	80.85
Head loss through filters or headworks (ft.)	23.10
head loss through valves (ft.)	3.47
Minimum total head (ft.)	108.18



RECEIVED

By Brandon Olvera at 3:02 pm, Sep 09, 2024

LAND STEWARDSHIP SERVICES
124 Bristow Way
Boerne, Texas 78006

August 29, 2024

Brenda Ritzen
Comal County Environmental
195 David Jonas Drive
New Braunfels, Texas 78132

RE: permit 116254, 1880 Trail Pass Drive, Canyon Lake, Texas 78070

Dear Brenda,

I am requesting the variance for the placement of a drip disposal drain field to be within 25' of steep slope where seeps may occur. This variance is requested due to limited space for a house, driveway, aerobic unit and drip disposal field. Equivalent protection with respect to the requirements of TAC chapter 285.91, Table X will be maintained by adding an impermeable liner consisting of (4) 6 ml plastic liners taped together where the drain field is less than 25' of the steep slopes. The addition of the impermeable line will prevent seepage from occurring where the drain field is within 25' of the steep slopes.

In my professional opinion this variance will not pose a threat to the environment or public health.

If you have any questions, please give me a call at (210) 414-6603 or email at hoyt@landstewardshipservices.com

Sincerely,

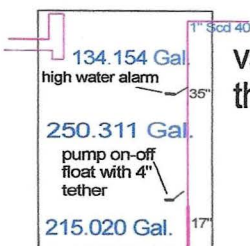
Hoyt Seidensticker, RS 3588



Comal County

LEGEND

- | | |
|--|--------------------|
| | BOUNDARY |
| | MISC-CONCRETE |
| | ADJOINER |
| | PROPERTY CORNER |
| | FOUND IRON ROD |
| | CHISELED 'X' SET |
| | WATER METER |
| | RECORD INFORMATION |

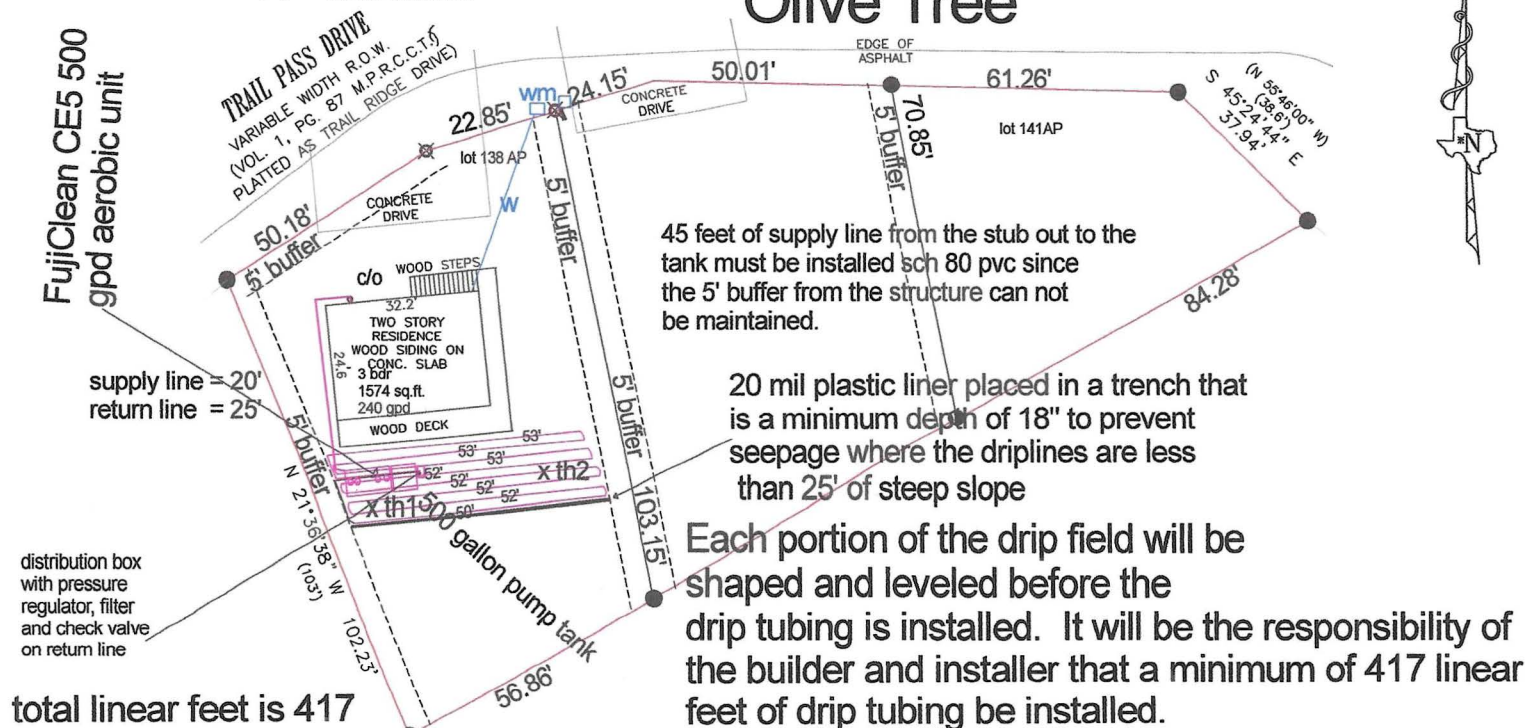


vacuum relief valves must be installed in each zone at the highest point of the supply line and return manifolds

The referenced property is located within the Edwards Aquifer Contribution Zone. This property is exempt from a Contributing Plan because it is not a regulated activity according to Chapter 213.5(h)(2) "exempt ... Does not exceed 20% impervious cover on the site."

There is no recharge feature within 150' of the proposed septic system.

Olive Tree

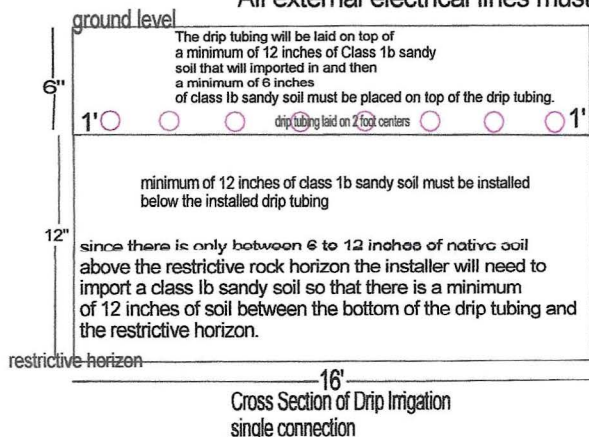


total linear feet is 417

Aerobic unit must be installed a minimum of 18 inches deep to allow a minimum of 12 inches of soil between top of tank and drip tubing line.

The installer will address the slope in the area of the drip filed. The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. the drip tubing needs to be installed as level as possible.

All external electrical lines must be in gray conduit



Where ANY water line crosses sewer line, water line must be sleeved in a minimum of sch 40 pvc, 10 feet on either side of the intersection and must maintain a 1' separation distance at the intersection and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

RECEIVED

By Brandon Olvera at 12:20 pm, Sep 03, 2024

liner specs

Aerobic with Drip irrigation System

OMG Properties, LLC

lot 138AP

Canyon Lake village Unit 2

permit 116254

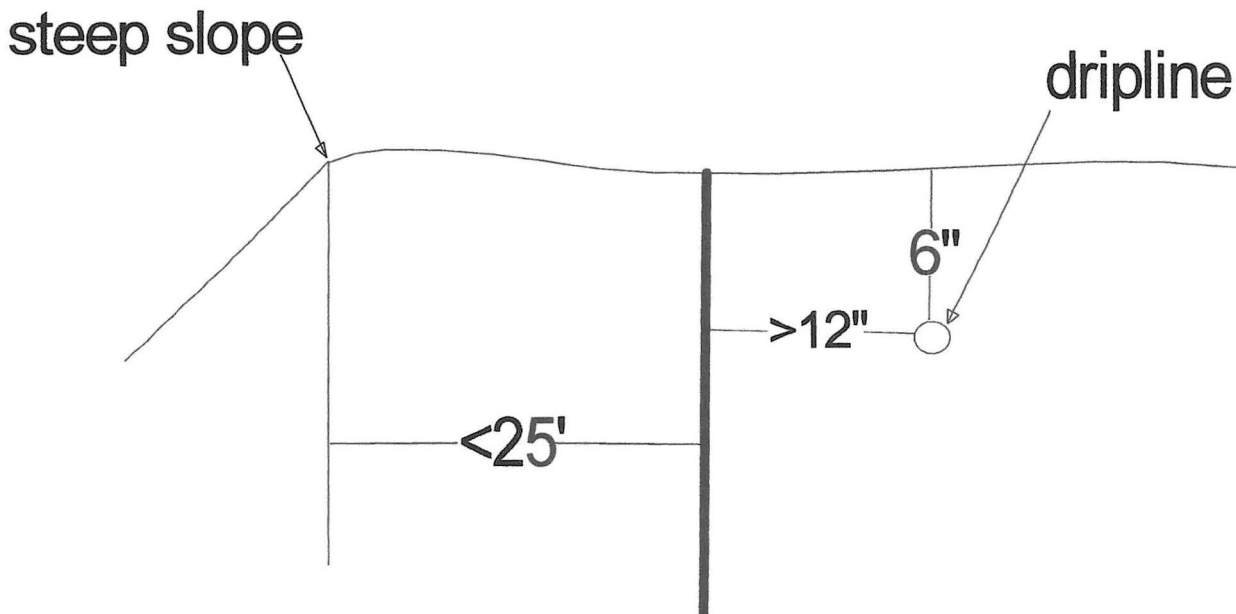
1880 Trail Pass Drive

Canyon Lake, Texas 78133

Comal County

not to scale

Plastic Liner details

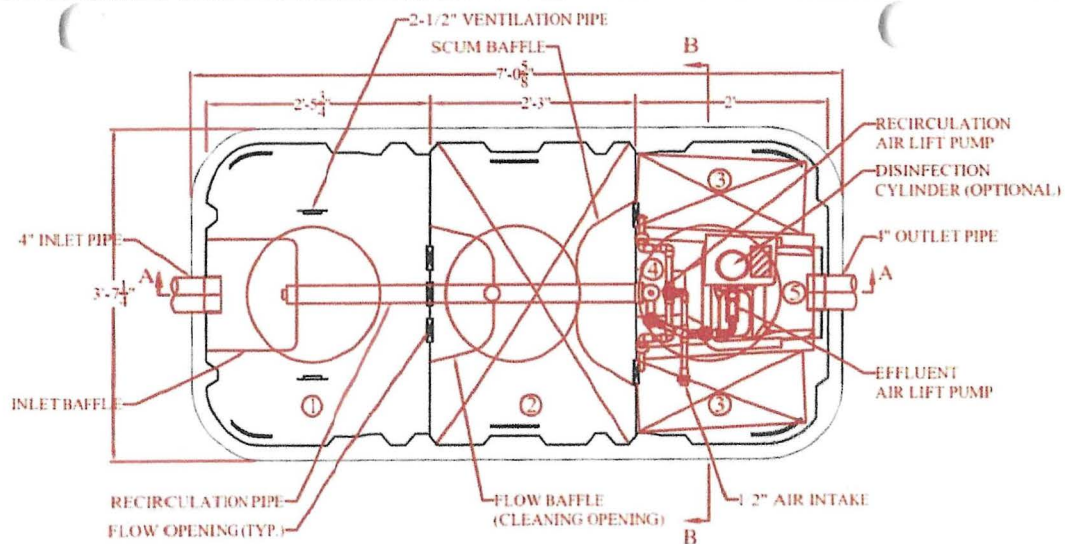


20 mil plastic liner placed in a trench that is a minimum depth of 18 inches to prevent seepage where the drip lines are within 25' of steep slopes

8-30-24

STATE OF TEXAS
HOYT SEIDENSTICKER
3588
REGISTERED SANITARIAN

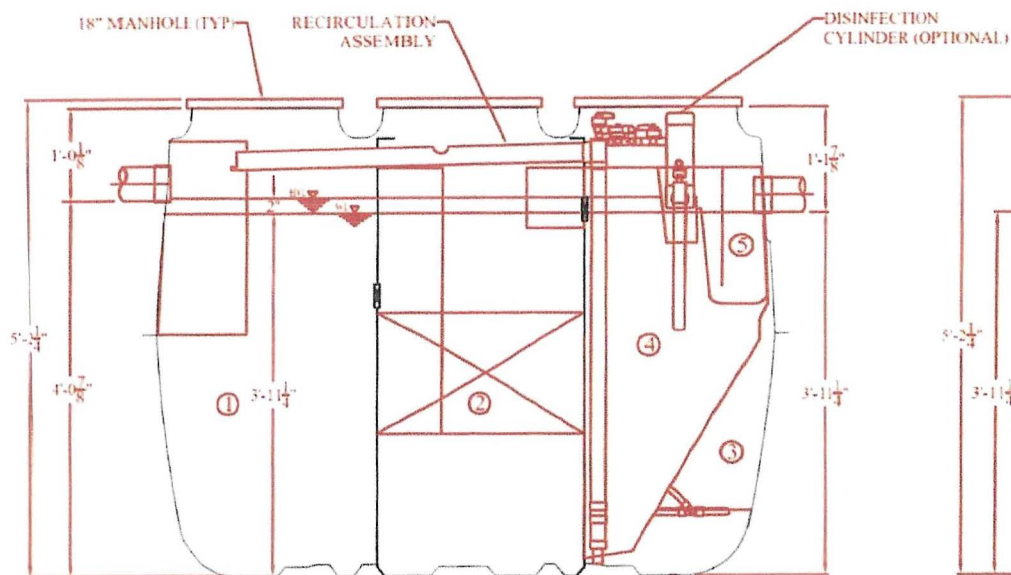
Hoyt
Althe



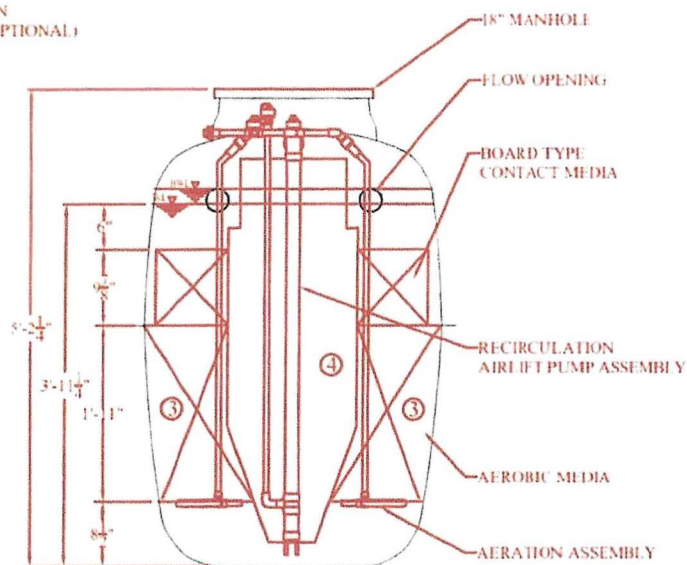
PLAN VIEW

CHAMBER		Volume (gal)
①	Sedimentation Chamber	198
②	Anaerobic Filtration Chamber	198
③	Aerobic Contact Filtration Chamber	95
④	Storage Chamber	44
⑤	Disinfection Chamber	4
Total Volume		540

SPECIFICATIONS			
Anaerobic Media	PP / PE	Filling Rate	31%
Board Type Aerobic Media	PVC / PP / PE	Filling Rate	16%
Aerobic Media	PP / PE	Filling Rate	55%
Blower	2.8 cfm		
Tank	FRP		
Piping	PVC / PP / PE		
Access Covers	Plastic / Cast Iron		
Disinfectant (Optional)	Chlorine Tablets		



SECTION A-A VIEW



SECTION B-B VIEW



CE-5 Structural Drawing

DATE: 03/21/2014 SCALE: 1/2" = 1"

RECEIVED

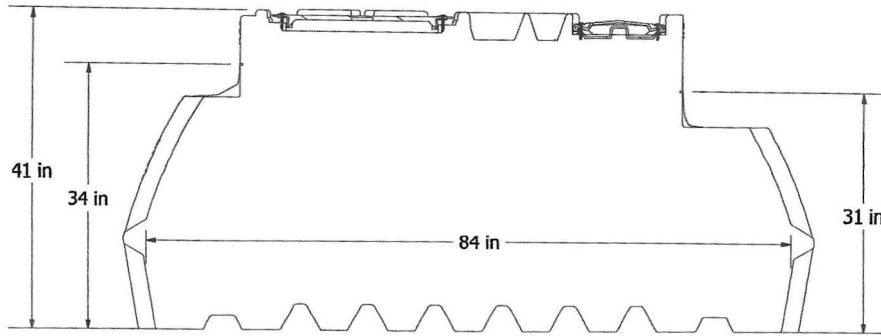
By Brandon Olvera at 12:20 pm, Sep 03, 2024

RECEIVED

By Brandon Olvera at 12:21 pm, Sep 03, 2024

**DETAIL
3-A**

OUTLET
500 GAL.

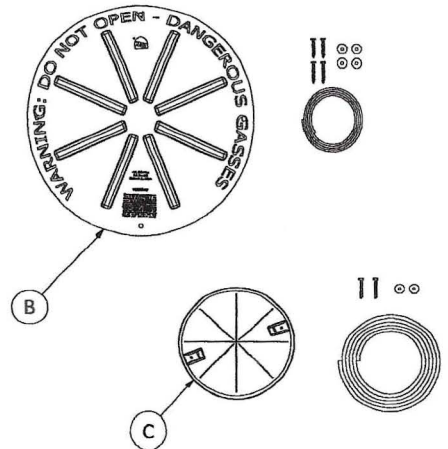
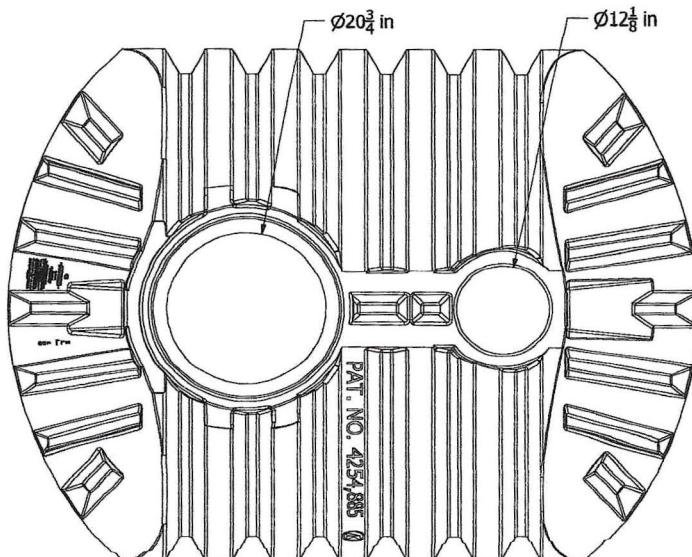
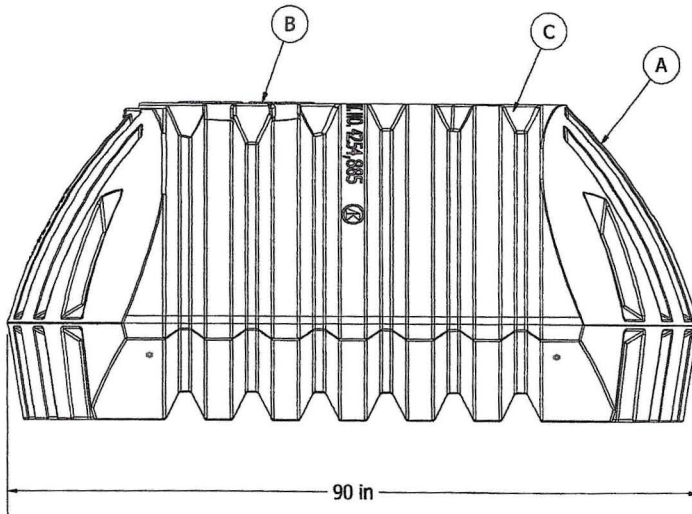
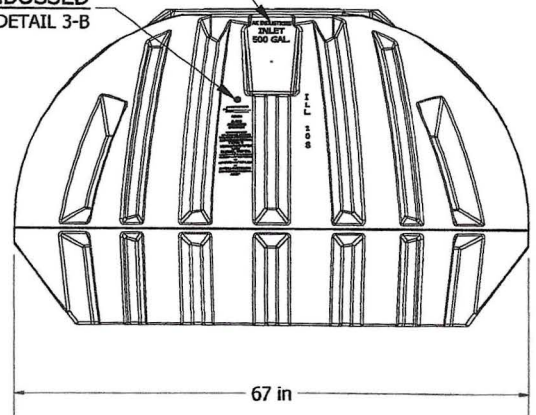


**DETAIL
3-B**



EMBOSSED
SEE DETAIL 3-A

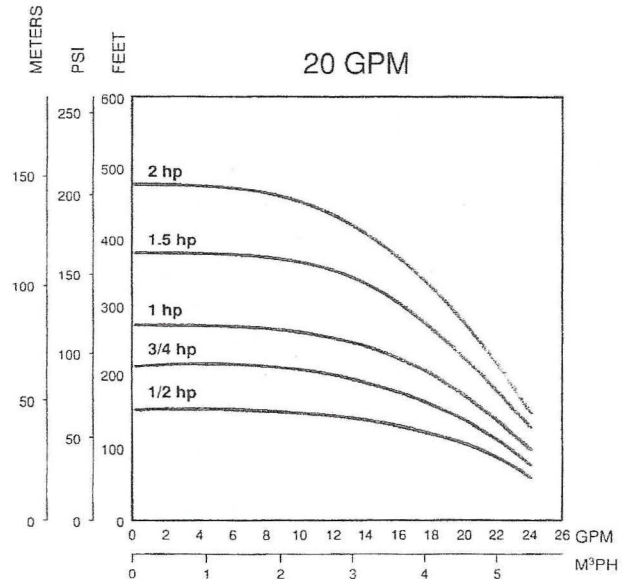
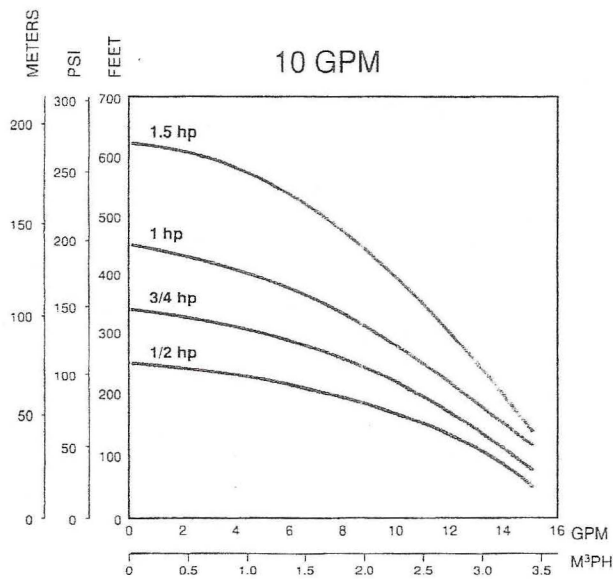
EMBOSSED
SEE DETAIL 3-B



PARTS LIST

ITEM	PART NUMBER	DESCRIPTION	QTY
A	AKS40000-HVY	SEPTIC, 500 PLAIN HEAVY	1
B	AKS11200	COVER, 20" LID	1
C	AKS10000	COVER 10" LID	1

Thermoplastic Performance



Thermoplastic Units Ordering Information

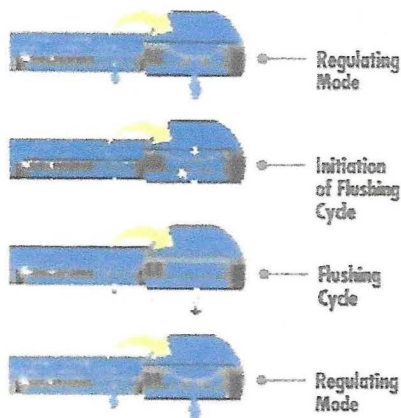
1/2 - 1.5 HP Single-Phase Units						
Order No.	Model	GPM	HP	Volt	Wire	Wt.
94741005	10FE05P4-2W115	10	1/2	115	2	24
94741010	10FE05P4-2W230	10	1/2	230	2	24
94741015	10FE07P4-2W230	10	3/4	230	2	28
94741020	10FE1P4-2W230	10	1	230	2	31
94741025	10FE15P4-2W230	10	1.5	230	2	46
94742005	* 20FE05P4-2W115 *	20	1/2	115	2	25
94742010	20FE05P4-2W230	20	1/2	230	2	25
94742015	20FE07P4-2W230	20	3/4	230	2	28
94742020	20FE1P4-2W230	20	1	230	2	31
94742025	20FE15P4-2W230	20	1.5	230	2	40

Thermoplastic 1/2 - 2 HP Pump Ends						
Order No.	Model	GPM	HP	Volt	Wire	Wt.
94751005	10FE05P4-PE	10	1/2	N/A	N/A	6
94751010	10FE07P4-PE	10	3/4	N/A	N/A	7
94751015	10FE1P4-PE	10	1	N/A	N/A	8
94751020	10FE15P4-PE	10	1.5	N/A	N/A	12
94752005	20FE05P4-PE	20	1/2	N/A	N/A	6
94752010	20FE07P4-PE	20	3/4	N/A	N/A	7
94752015	20FE1P4-PE	20	1	N/A	N/A	8
94752020	20FE15P4-PE	20	1.5	N/A	N/A	10
94752025	20FE2P4-PE	20	2	N/A	N/A	11

NETAFIM™

Bioline Dropperline

Pressure Compensating Dropperline for Wastewater



BioLine's Self-Cleaning, Pressure Compensating Dropper is a fully self-contained unit molded to the interior wall of the dropper tubing.

As shown at left, BioLine 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 droppers 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

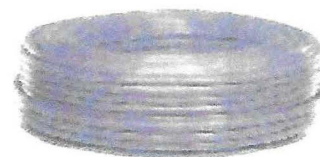
- Protection against plugging:
 - Dropper inlet raised 0.27" above wall of tubing to prevent sediment from entering dropper.
 - Droppers impregnated with Vinyzene to prevent buildup of microbial slime.
 - Unique self-flushing mechanism passes small particles before they can build up.

Cross Section of Bioline Dropperline



Root Safe

- A physical barrier on each BioLine dropper 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 Technifil - supplies Trifluralin to the entire system, effectively inhibiting root growth to the dropper 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"

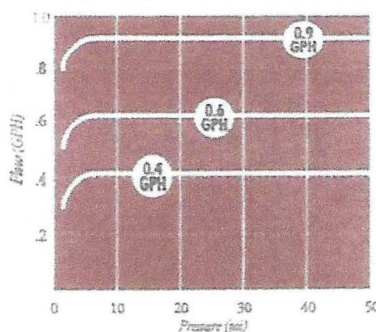
Recommended filtration: 120 mesh

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.

BIOLINE Flow Rate vs. Pressure



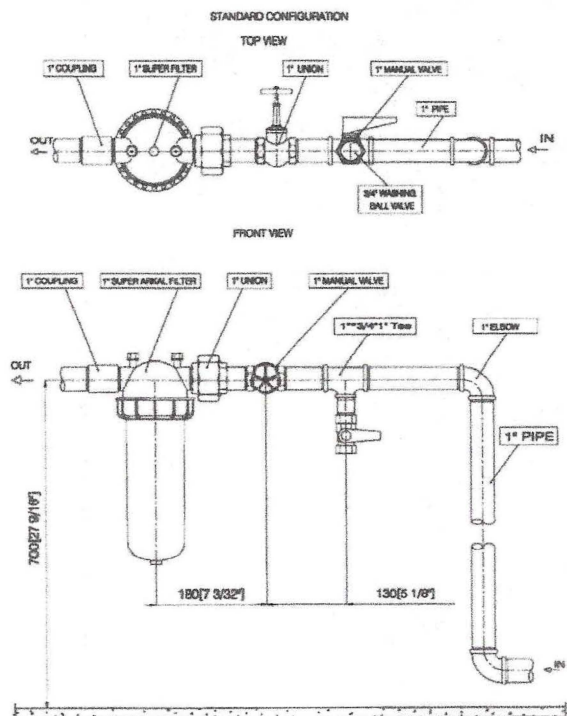
NETAFIM USA

5470 E. Home Ave. • Fresno, CA 93727

888.638.2346 • 559.453.6800

FAX 800.695.4753

www.netafimusa.com



**AMENDING PLAT OF
CANYON LAKE VILLAGE UNIT 2
AMENDING LOTS 138, 139, 140 & 141
ESTABLISHING LOTS 138AP, 139AP & 141AP**

THIS AMENDING PLAT CONTROLS OVER THE PRECEDING PLAT OF CANYON LAKE VILLAGE UNIT 2 RECORDED IN VOLUME 1, PAGE 87, MAP AND PLAT RECORDS, COMAL COUNTY, TEXAS, WITHOUT VACATION, REVISION OR CANCELLATION OF THE PRECEDING PLAT.

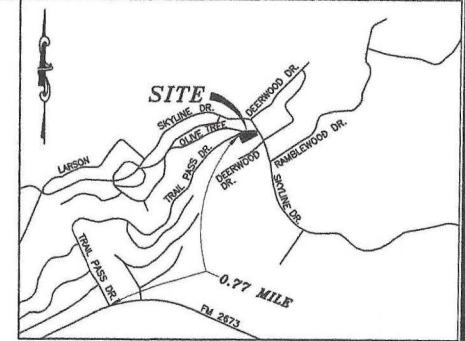
PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR
ANY PURPOSE AND SHALL NOT BE USED OR VIEWED
OR RELIED UPON AS A FINAL SURVEY DOCUMENT.

NOTES:

- 1) DATE OF PLAT PREPARATION: MARCH 26, 2023.
- 2) IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE, CHAPTER 252.0095, THE PURPOSE OF THIS AMENDING PLAT IS TO RELOCATE THE LOT LINES BETWEEN ADJACENT LOTS 138, 139, 140 & 141.

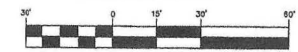
LEGEND:

- () = DENOTES BEARINGS & DISTANCES PER RECORD.
- OPRCCCT = OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TX
- MPRCCCT = MAP & PLAT RECORDS, COMAL COUNTY, TX
- ⊙ = 1/2" IRON BAR FOUND/UNLESS OTHERWISE NOTED
- = SET 1/2" IRON BAR w/ SOLIS-KANAK CAP UNLESS OTHERWISE NOTED
- ROW = RIGHT-OF-WAY
- ☒ = ITEM AS AMENDED
- ✕ = ITEM BEING AMENDED



**COMAL COUNTY, TEXAS
LOCATION MAP
Scale: N.T.S.**

GRAPHIC SCALE



(IN FEET)
1 inch = 30 ft.

ALL BEARINGS ARE BASED ON TEXAS STATE PLANE COORDINATES (SOUTH CENTRAL ZONE) HAD 83. COORDINATES ARE SURFACE COORDINATES. SURFACE POINT=N13867227.244, E2313905.922, EL.978.777. SCALE FACTOR=1.0001255570.

STATE OF TEXAS
COUNTY OF COMAL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
DAVID GREEN, PRESIDENT
DAVID GREEN, LLC
4447 N CENTRAL EXPRESSWAY, STE. 110, #151
DALLAS, TX 75205

ON THIS DAY OF _____, A.D., 2023

STATE OF TEXAS
COUNTY OF COMAL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED
DAVID GREEN, PRESIDENT
DAVID GREEN, LLC
4447 N CENTRAL EXPRESSWAY, STE. 110, #151
DALLAS, TX 75205

ON THIS DAY OF _____, A.D., 2023

NOTARY PUBLIC, STATE OF TEXAS

PRINTED NAME

STATE OF TEXAS
COUNTY OF COMAL

I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN
ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

BY: _____
COURTNEY L. KANAK, R.F.L.S.
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REG. 44939

STATE OF TEXAS
COUNTY OF COMAL

THE AMENDING PLAT OF CANYON LAKE VILLAGE UNIT 2, AMENDING LOTS 138, 139, 140 & 141,
ESTABLISHING LOTS 138AP, 139AP & 141AP, HAS BEEN SUBMITTED TO AND APPROVED BY
THE COMAL COUNTY CLERK OF COMAL COUNTY, TEXAS AND IS HEREBY APPROVED FOR FILING.

BY: SAG COURT ON _____, 2023.
DATED THIS _____ DAY OF _____, A.D., 2023.

COUNTY JUDGE

ATTY: _____
COUNTY CLERK - DEPUTY

STATE OF TEXAS
COUNTY OF COMAL

I, ROBERT KOPPEL, COUNTY CLERK OF COMAL COUNTY, DO HEREBY CERTIFY THAT THIS

PLAT WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, A.D., 2023, AT _____ M., AND BECAME RECORDED THE _____ DAY OF _____, A.D., 2023, AT _____ M. IN THE

RECORDS OF MAPS AND PLATS IN SAID OFFICE OF SAID COUNTY, IN DOCUMENT NO. _____

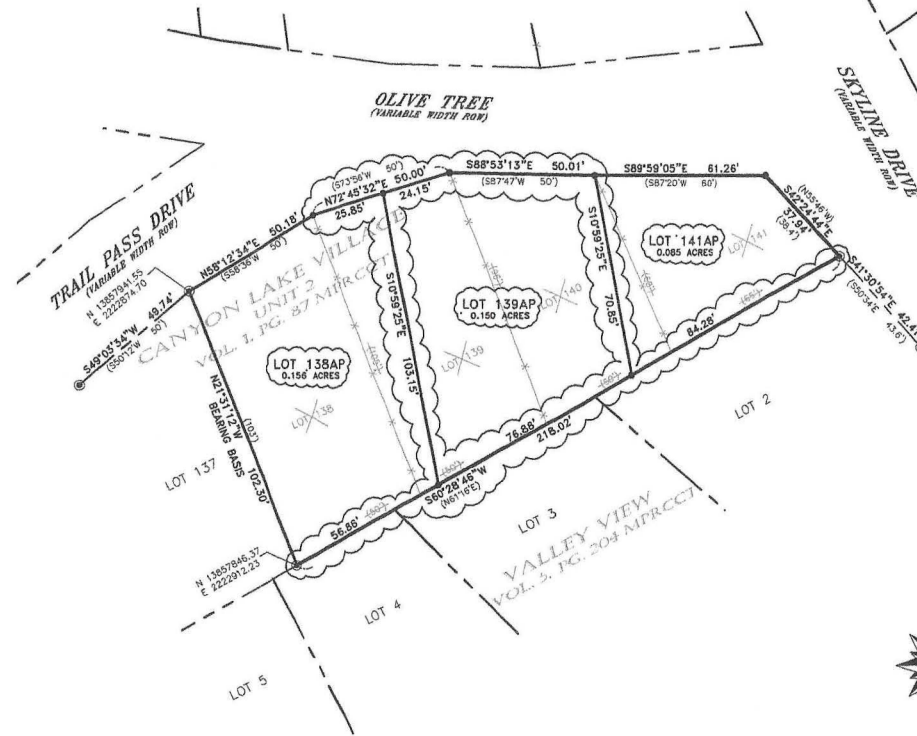
IN TESTIMONY WHEREOF, WITNESS MY HAND AND OFFICIAL SEAL.

AT OFFICE THIS _____ DAY OF _____, A.D., 2023.

COUNTY CLERK

COMAL COUNTY, TEXAS

BY: _____, DEPUTY



Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM NO. 10140200

17500 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012

Site Map

Aerobic with Drip irrigation System

OMG Properties, LLC

lot 138AP

Canyon Lake village Unit 2

1880 Trail Pass Drive

Canyon Lake, Texas 78133

Comal County

LEGEND

- BOUNDARY
- MISC-CONCRETE ADJOINER
- PROPERTY CORNER
- FOUND IRON ROD
- CHISELED 'X' SET
- WATER METER
- RECORD INFORMATION

84.79 Gal.
high water alarm

244.21 Gal.

pump on-off float with 4" tether

439.00 Gal.

distribution box with pressure regulator, filter and check valve

The referenced property is located within the Edwards Aquifer Contribution Zone. This property is exempt from a Contributing Plan because it is not a regulated activity according to Chapter 213.5(h)(2) "exempt ... Does not exceed 20% impervious cover on the site." There is no recharge feature within 150' of the proposed septic system.

VOID

scale 1"= 40'

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

All external electrical lines must be in gray conduit

100 yr flood plain does not exist on this tract

Where ANY sewer line crosses driveway or sidewalk the sewer line must be either sleeved in a minimum of sch 40 pvc or installed sch 80 pvc.

Where ANY water line crosses sewer line, water line must be sleeved in a minimum of sch 40 pvc, 10 feet on either side of the intersection and must maintain a 1' separation distance at the intersection and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44

The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. the drip tubing needs to be installed as level as possible.

If the drip tubing is trenched in a minimum of 6 inches then the material that came out of the trench free of rock may be placed over the top of drip tubing. If not free of rock then a class II sandy loam or Class III clay loam must be placed over the tubing.

drip tubing laid on 2 foot centers

ground level

native soil

100 yr flood plain does not exist on this tract

Cross Section of Drip Irrigation single connection

vacuum relief valves must be installed in each zone at the highest point of the supply line and return manifolds



5/22/2023

1:26 PM

Aerobic with Drip
Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

OMG Properties, LLC

Property Information:

St. Address: 1880 Trail Pass Drive Lot 138AP

City: Canyon Lake State: Texas

Zip code: 78133

Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): yes

Gallons/day (Q): 240

Greywater included (yes/no): yes

House Information

No. of Bedrooms: 3

Sq. footage (Approx.): 1574

Water Supply: CLWS

Gallons per day 240

Supply Line from House

Length of supply line (approx. ft.): 5

Type of supply line: SCH 40 PVC

Size of Supply line (in): 3 or 4

Rate of Adsorption (Ra)

Application rate (g/sq. ft.): 0.2

Minimum Adsorptive Area (sq. ft.): 1200

Absorptive area installed (sq. ft.): 1200

Aerobic Unit

Required size of aerobic unit: 60 gpd

Pretreatment (gals): 353

Class 1 pump tank unit: 550-PC-400P

Pump tank total (gal): 768

Line of installation: 1098

Pump Switch operation: Float system

Dosing cycle quantity (gals): Varied

Cycling time: night time

Pump size and capacity: Franklin E-Series 20 GPM

Supply Line to Drip Irrigation Manifold

Length of supply line (approx. ft.): 55

Type of supply line: Purple SCH 40

Size of supply line (in): 1

Required size of supply line: 600

Line of installation: 1098

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions.

All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker
Hoyt Seidensticker, R.S. No. 3588

5-22-23
Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

5/22/2023

1:26 PM

Aerobic with Drip
Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA OMG Properties, LLC

A class 1 residential aerobic treatment unit will be designed for this home. Wastewater from the home will flow to the pretreatment tank of the aerobic unit. From the pretreatment tank, effluent will flow to the treatment unit. Treated effluent will then flow to the pump tank for disposal through subsurface drip irrigation. All piping shall be installed with the following criteria:

Field Loading Rates and Distribution

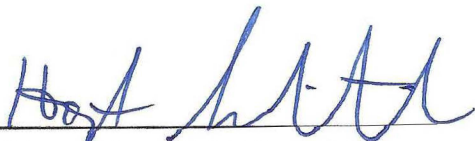
All flow from the treatment compartment of the aerobic unit will flow into a pump tank. The pump tank will be equipped with a submersible pump. The pump will dose the single zone.

A 100 micron effluent filter shall be installed in the supply line to prevent production of sediments and suspended organic materials into the drip tubing. A minimum of valves need to be installed in each zone at the end of the supply and return lines. All valves shall be installed on the return line for pressure adjustment.

The drip lines will be laid on two foot centers and parallel with the contour of the land. The drip lines will not be laid perpendicular with the slope. The drip lines will then be covered with a minimum of 6 inches of the material.

The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. The drip tubing needs to be installed as level as possible.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

Date

5-22-23

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



5/22/2023

1:26 PM

Aerobic with Drip

Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

OMG Properties, LLC

VOID

If the drip tubing is trenched in, a minimum of 6 inches, then the material that came out of the trench may be placed in the trench over the drip tubing as long as it is free of rocks. If the material that comes out of the trench is full of rocks, sandy loam or clay, then a minimum of 6 inches of class II sand must be used to cove the drip tubing. If the drip line is laid on top of the soil, the native soil is scarified then a minimum of 6 inches of class II sand or class II loam must be placed over the drip line.

Drip lines are to be installed on 2 ft centers into a pressure main line and a return manifold which is run back to the pump tank for continuous flushing of the

drip lines. A pressure gage and control valve on the return line at the pump tank is to be set at 30 psi, which maintains a minimum required pressure of the drip emitters. The drip lines will be flushed continuously when the pump does the drip field. The drip lines will be continuously flushed.

Then entire area where the drip lines have been installed or disturbed, must be sodded with a type of vegetative cover or an equivalent county approved method of cover that is considered a high water user prior to system operation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the install aerobic system.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker

5-22-23

Hoyt Seidensticker, R.S. No. 3588

Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



Site Map

- Aerobic with Drip irrigation System
- OMG Properties, LLC
- lot 138AP
- Canyon Lake village Unit 2
- 1880 Trail Pass Drive
- Canyon Lake, Texas 78133
- Comal County

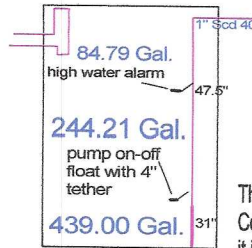
REVISED

11:51 am, Jun 28, 2023

Permit 116254

LEGEND

- BOUNDARY
- MISC-CONCRETE
- ADJOINER
- PROPERTY CORNER
- FOUND IRON ROD
- CHISELED 'X' SET
- WATER METER
- RECORD INFORMATION



The referenced property is located within the Edwards Aquifer Contribution Zone. This property is exempt from a Contributing Plan because it is not a regulated activity according to Chapter 213.5(h)(2) "exempt ... Does not exceed 20% impervious cover on the site." There is no evidence of a contributing plan for this property.

VOID

This is how the installer will address the slope in the area of the drip filed. The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. the drip tubing needs to be installed as level as possible.

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

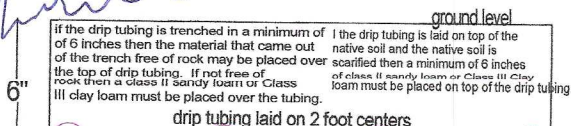
All external electrical lines must be in gray conduit

100 yr flood plain does not exist on this tract

Where ANY sewer line crosses driveway or sidewalk the sewer line must be either sleeved in a minimum of sch 40 pvc or installed sch 80 pvc.

Where ANY water line crosses sewer line, water line must be sleeved in a minimum of sch 40 pvc, 10 feet on either side of the intersection and must maintain a 1' separation distance at the intersection and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44

6-25-23



Cross Section of Drip Irrigation single connection

vacuum relief valves must be installed in each zone at the highest point of the supply line and return manifolds

100 yr flood plain does not exist on this tract

Olvera,Brandon

From: Olvera,Brandon
Sent: Friday, July 7, 2023 11:26 AM
To: Hoyt Seidensticker; JUSTIN MORGAN
Cc: vandergetaways@gmail.com; Wes Franzen; Ryan Kostantenaco; Ritzen, Brenda
Subject: RE: Full page photo.pdf

Good Morning,

✓ Upon discussion with our engineer Robert Boyd and looking at the photos taken from our inspector, we will not be accepting the 5 ft separation distance variance request. Revise accordingly and resubmit.

Thank You,

Brandon Olvera | Designated Representative OS0034792 | Comal County | www.cceo.org
195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us

From: Hoyt Seidensticker <hoyt@landstewardshipservices.com>
Sent: Monday, July 3, 2023 8:47 AM
To: Olvera,Brandon <Olverb@co.comal.tx.us>; JUSTIN MORGAN <allsqdaway@gmail.com>
Cc: vandergetaways@gmail.com; Wes Franzen <wfranz@yahoo.com>; Ryan Kostantenaco <stepitupconstruction@gmail.com>; Ritzen, Brenda <rabbjr@co.comal.tx.us>
Subject: Re: Full page photo.pdf

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

- Comal IT

Here is a revised site map and a variance request for permit 116254

Thanks

Hoyt Seidensticker
hoyt@landstewardshipservices.com

Please note my new email and mailing address

Land Stewardship Services, LLC
124 Bristow Way
Boerne, TX 78006

On Mon, Jun 26, 2023 at 3:38 PM Olvera,Brandon <Olverb@co.comal.tx.us> wrote:

Hoyt,

Our inspector conducted a preliminary site inspection today. See the inspector notes and revise accordingly.

Thank You,

Brandon Olvera | Designated Representative: OS0034792 | Comal County | www.cceo.org

195 David Jonas Dr, New Braunfels, TX-78132 | **t:** 830-608-2090 | **f:** 830-608-2078 | **e:** olverb@co.comal.tx.us

Site Map

Aerobic with Drip irrigation System

OMG Properties, LLC

lot 138AP

Canyon Lake village Unit 2

1880 Trail Pass Drive

Canyon Lake, Texas 78133

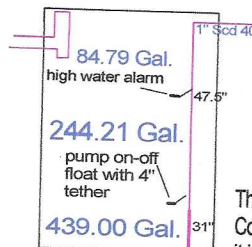
Comal County

REVISED

10:49 am, Jul 07, 2023

Permit 116254

- LEGEND**
- BOUNDARY
 - MISC-CONCRETE
 - ADJOINER
 - PROPERTY CORNER
 - CHISELED 'X' SET
 - WATER METER
 - RECORD INFORMATION



The referenced property is located within the Edwards Aquifer Contribution Zone. This property is exempt from a Contributing Plan because

"exempt ... Does not exceed 20% impervious cover on the site. There is no recharge feature within 150' of the proposed septic system."

VOID

total linear feet is 1098

drip tubing is installed. It will be the responsibility of the builder and installer that a minimum of 1098 linear feet of drip tubing be installed.

Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

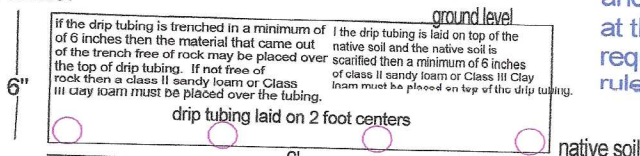
All external electrical lines must be in gray conduit

This is how the installer will address the slope in the area of the drip filed. The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. the drip tubing needs to be installed as level as possible.

100 yr flood plain does not exist on this tract

Where ANY sewer line crosses driveway or sidewalk the sewer line must be either sleeved in a minimum of sch 40 pvc or installed sch 80 pvc.

Where ANY water line crosses sewer line, water line must be sleeved in a minimum of sch 40 pvc, 10 feet on either side of the intersection and must maintain a 1' separation distance at the intersection and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44



Cross Section of Drip Irrigation single connection

vacuum relief valves must be installed in each zone at the highest point of the supply line and return manifolds

100 yr flood plain does not exist on this tract

LAND STEWARDSHIP SERVICES, LLC.

124 Bristow Way

Boerne, Texas 78006

hoyt@landstewardshipservices.com

July 3, 2023

Comal County Environmental
Attn Designated representative
195 David Jonas Drive
New Braunfels, Texas 78132

permit 116254, Lot 138AP, Canyon Lake Village, Unit 2, 1880 Trail Pass Drive,
Canyon Lake, Texas 78133

VOID

Dear DR,

I am hereby requesting a variance to the rule between aerobic treatment unit and a concrete wall, because where the slab of the house and the retaining wall is going to be less than 5' buffer of the aerobic treatment unit will be installed.

No other alternative is available because the aerobic treatment unit must be installed on the foundation and the concrete wall and house slab have already been poured.

Equivalent protection will be maintained by both structures are concrete and will not move or shift therefore not causing the aerobic unit to crack. The maintenance provider must inspect the concrete aerobic unit each time he does his maintenance inspection for possible cracks in the aerobic unit causing it to leak water. If the maintenance provider finds the aerobic unit is damaged and leaking water the owner must immediately file for a new permit with the permit authority and install a new aerobic treatment unit.

It is my professional opinion this variance will not pose a threat to the environment or public health.

If you have any questions, please call me at (210) 414-6603.

Sincerely,



A handwritten signature in blue ink that reads "Hoyt Seidensticker".

Hoyt Seidensticker, R.S.

9/6/2023
6:53 AM
Aerobic with Drip
Irrigation System

ON-SITE SEWAGE DESIGN CRITERIA OMG Properties, LLC

RECEIVED

By Brandon Olvera at 8:51 am, Sep 11, 2023

Property Information:

St. Address: 1880 Trail Pass Drive, Lot 138AP
City: Canyon Lake State: Texas
Zip code: 78133

Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): yes

House Information

No. of Bedrooms: 3
Sq. footage (Approx.): 1574
Water Supply: CLWS
Gallons per day 240

Supply Line from House

Rate of Adsorption (Ra)

Adsorption rate (liters/lb/day): 0.2
Minimum Adsorptive Area (sq. ft.): 22
Adsorptive area installed (sq. ft.): 834
Aerobic Unit
Required size of aerobic unit: 60 gpd
Retreatment Tank (gallons): 353

Class 1 Aerobic Unit: NuWater
Pump tank total capacity (gal): 768
Chlorination: n/a
Pump Switch operation: Float system

Dosing rate (gallons/day): Varied
Cycling time: night time

Pump size and capacity: Franklin E-Series 20 GPM

Length of supply line (approx. ft.): 40
Type of supply line: SCH 40 PVC
Size of Supply line (in): 3 or 4

Supply Line to Drip Manifold
Length of supply line (approx. ft.): 20
Type of supply line: Simple SCH 40
Size of supply line (in): 1

Required linear foot of tubing: 316
Linear feet of tubing installed: 417

VOID

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker

Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipperservices.com

9-6-23

Date



Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

9/6/2023

6:53 AM

Aerobic with Drip
Irrigation System

ON-SITE SEWAGE TREATMENT DESIGN CRITERIA OMG Properties, LLC

RECEIVED

By Brandon Olvera at 8:51 am, Sep 11, 2023

A class 1 residential aerobic treatment unit will be designed for this home. Wastewater from the home will flow to the pretreatment tank of the aerobic unit. From the pretreatment tank, effluent will flow to the treatment unit. Treated effluent will then flow to the pump tank for disposal through subsurface drip irrigation. All warning systems shall be installed with the aerobic unit.

Field Loading Rates and Distribution

All flow from the treatment compartment of the aerobic unit will flow into a pump tank. The pump tank will be equipped with a submersible pump. The pump will dose the single zone.

A 100 micron effluent filter must be installed in the supply line to prevent clogging of sediments & suspended organic materials into the drip tubing. A vacuum of valves need to be installed in each zone at the highest point of both supply and return. If fold-down ball valves must be installed on the return line, pressure adjustment

The drip lines will be in two foot center to center parallel with the slope of the land. The drip lines will not be laid perpendicular with the slope. The drip lines will then be covered with a minimum of 6 inches of the material.

The area of the drip tubing will need to be shaped by the installer. A minimum of 12 inches of class 1b soil will be imported and leveled. The drip tubing will be laid on top of the imported soil. The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. The drip tubing needs to be installed as level as possible.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588



Date



Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com

9/6/2023
6:53 AM
Aerobic with Drip
Irrigation System

ON-SITE SEWAGE
DESIGN CRITERIA
OMG Properties, LLC

RECEIVED

By Brandon Olvera at 8:51 am, Sep 11, 2023

The drip lines will be laid on top of the class 1b imported 12 inches of soil.

Then a minimum of 6 inches of class 1b imported sandy soil must be placed over the drip lines.

Drip lines are to be placed on 2 ft centers and tied into a pressure manifold at one end and a return manifold which is run back to the pump tank for continuous flushing of the drip lines. A pressure gage and control valve on the return line at the pump tank is to be set at 35 psi, which maintains minimum required pressure of the drip emitters. The drip lines will be flushed continuously when the pump is on. The drip lines will be continuously flushed.

Then entire area where the drip lines have been installed must be seeded with a type of vegetative cover. A complex laid out on the drip lines and on the county approved method of cover that is considered a high water user prior to system operation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the install aerobic system.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588



Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006
Cell (210) 414-6603, hoyt@landstewardshipservices.com

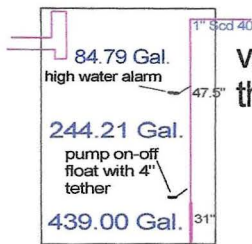


Site Map
 Aerobic with Drip irrigation System
 OMG Properties, LLC
 lot 138AP
 Canyon Lake village Unit 2
 1880 Trail Pass Drive
 Canyon Lake, Texas 78133
 Comal County

RECEIVED
 By Brandon Olvera at 8:51 am, Sep 11, 2023

100 yr flood plain does
 not exist on this tract
 scale 1"= 40'

LEGEND
 — BOUNDARY
 — MISC-CONCRETE
 — ADJOINER
 ▲ PROPERTY CORNER
 ● FOUND IRON ROD
 ⊗ CHISELED 'X' SET
 ⊗ WATER METER
 () RECORD INFORMATION

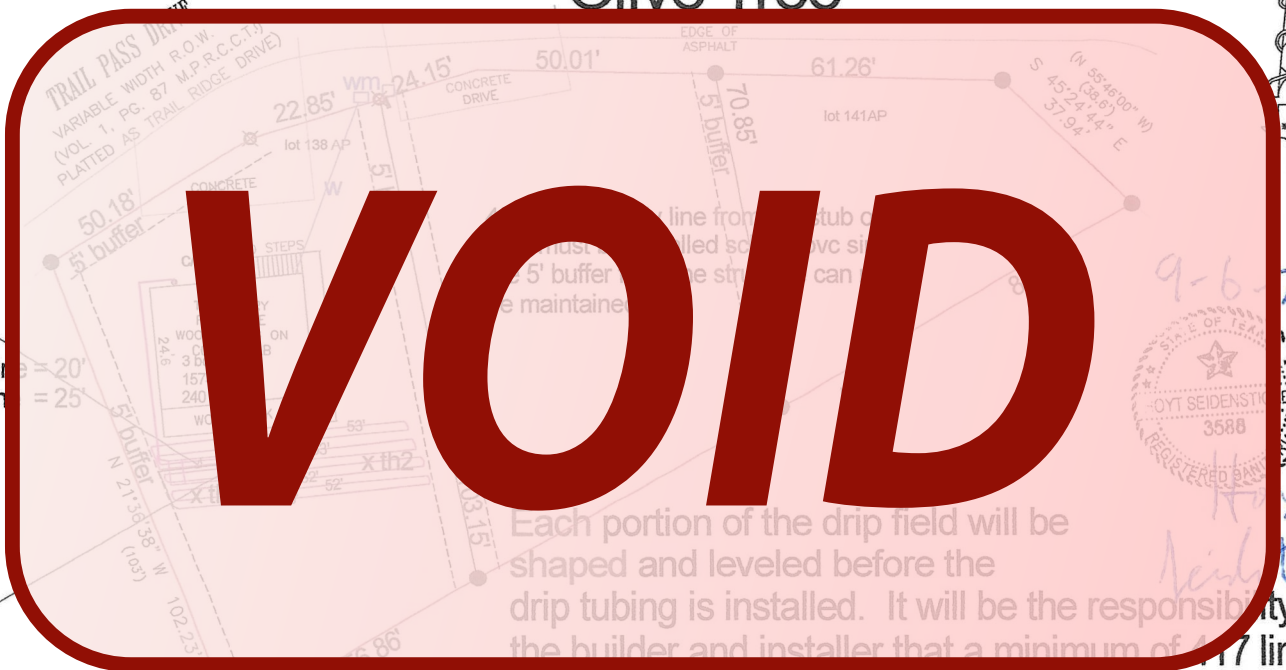


vacuum relief valves must be installed in each zone at the highest point of the supply line and return manifolds

The referenced property is located within the Edwards Aquifer Contribution Zone. This property is exempt from a Contributing Plan because it is not a regulated activity according to Chapter 213.5(h)(2) "exempt ... Does not exceed 20% impervious cover on the site." There is no recharge feature within 150' of the proposed septic system.

Olive Tree

NuWater 550-PC-400PT 600
 gpd Aerobic Unit
 supply line
 return line
 distribution box
 with pressure
 regulator, filter
 and check valve
 on return line



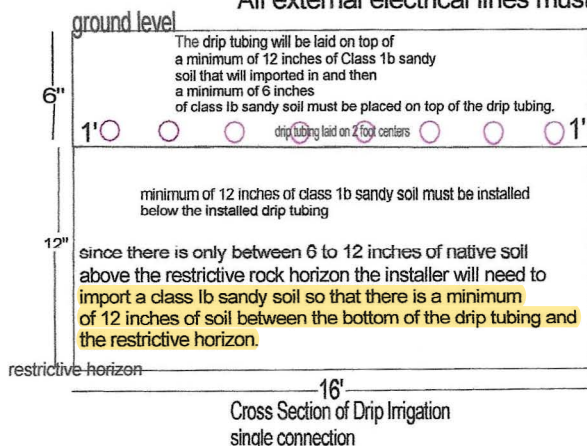
total linear feet is 417

feet of drip tubing be installed.

Aerobic unit must be installed a minimum of 18 inches deep to allow a minimum of 12 inches of soil between top of tank and drip tubing line.

The installer will address the slope in the area of the drip filed
 The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. the drip tubing needs to be installed as level as possible.

All external electrical lines must be in gray conduit



Where ANY water line crosses sewer line, water line must be sleeved in a minimum of sch 40 pvc, 10 feet on either side of the intersection and must maintain a 1' separation distance at the intersection and I certify that this meets the requirements of TAC Chapter 290, Subchapter D rules for Public Drinking Water Systems, Rule 290.44

Risers must be permanently fastened to the tank lid or cast into the tank
 The connection between the riser and the tank lid must be watertight.
 Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director.

Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

August 2, 2012

Mr. Derrick Scoggins

Enviro-Flo, Inc.
151 Custom Drive
Flowood, MS 39232

RE: Approval of Enviro-Flo Model NuWater 550-PC-400PT, With 750 Gallon Pump Tank

Dear Mr. Scoggins,

The staff of the Texas Commission on Environmental Quality has completed a review of the Gulf West Technology (NSF/ANSI Standard 40) review on the project product. Based on the GCT, the unit has been approved for use in the State of Texas. Approval of the unit was granted August 2, 2012.

The unit is rated to treat 600 gallons per day or 550 gpd of effluent using an HP60 blower or HK60 blower. The data plates for these units is to be marked with the specific daily hydraulic capacity of the unit per Standard 40, Section 5.10.1.

Please note that, since the unit includes an integral pretreatment chamber, no separate pretreatment tank is required for installation in Texas. Also note that the unit includes an integral pump tank with a capacity of 750 gallons.

Please note that while the pump tank is not considered in the NSF/ANSI Standard 40 review, the pump tank is subject to the requirements shown in 30 TAC 285.34(b).

This letter will serve as proof of approval until your aerobic treatment unit is listed on our web site. We request that you review the website listings of your products and advise us of any errors in the listings or company contact information.

If you have any questions concerning our review, please contact me by telephone at (512) 239-2150, by E-mail at mike.price@tceq.texas.gov or by facsimile at (512) 239-6390. When responding by mail, please be sure to use mail code MC-235.

Sincerely,

A handwritten signature in dark ink, appearing to read "Michael Price".

Michael Price
On-site Wastewater Program
MP/mp

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 (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. 1/2 HP Air Compressor w/ concrete base and housing.
10. 1/2" Ø Air Line (Max. 50' from Plant).
11. 1/2" Ø line to distribution system provided by contractor.
12. 1/2" min. compact sand or gravel pad by Contractor

VOID

DIMENSIONS:

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

MINIMUM EXCAVATION DIMENSIONS:

Width: 76"
Length: 176"

See Note 7.

Inlet

59"

Pre-treatment
353 Gal.

560 Gal.

190 Gal.

Diffuser Bar

See Note 8.

See Note 12.

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

Olvera,Brandon

From: Olvera,Brandon
Sent: Tuesday, September 3, 2024 12:25 PM
To: Traci Field
Cc: vandergetaways@gmail.com; Hoyt Seidensticker
Subject: RE: 116254 & 116255

Good Afternoon,

- ✓. What is the separation distance from the slope and drip lines?
- ✓. It appears you are wanting to vary from 285.91(10) Table X slopes where seeps may occur.
 - a. I see you are wanting to use 20 Mil plastic liner, please write this up in the form of a variance request.

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** | Comal County | www.cceo.org |
| 195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e:
olverb@co.comal.tx.us |

Preliminary Field Check For Drip Systems

DATE:06-26-2023

INSPECTOR: Cory Allen

OBSERVATION:

Tank will be less than 5 ft from concrete wall and house waterline will be within 10 ft of tank significant drop off from front to back probe done at 2 inches in back tank hole dug















7/11/2023

5:21 PM

Aerobic with Drip
Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

OMG Properties, LLC

RECEIVED

By Brandon M. Olvera at 1:26 pm, Jul 17, 2023

116254

Property Information:

St. Address: 1880 Trail Pass Drive, Lot 138AP
City: Canyon Lake State: Texas
Zip code: 78133

Predicted Quantity of Sewage (Q)

Water Saving Devices in Home (y/n): yes

House Information

No. of Bedrooms: 3
Sq. footage (Approx.): 1574
Water Supply: CLWS
Gallons per day: 240
Supply Line from House

Rate of Adsorption (Pa)

Application rate (gallons per day): 240
Minimum Adsorption area (sq. ft.): 200
Absorption area installed (sq. ft.): 2196

Aerobic Unit

Required size of aerobic unit: 353
Pretreatment Tank (gallons): 353
Class 1 Aerobic Unit: NuWater 550-PC-400PT

Pump tank total capacity (gal): 768

Chlorination: n/a

Pump Switch operation: Float system

Dosing cycle quantity (gals): Varied

Cycling time: night time

Pump size and capacity: Franklin E-Series 20 GPM

Gallons/day (Q): 240
Length of supply line (approx. ft.): 45
Type of supply line: SCH 40 PVC
Size of Supply line (in): 3 or 4

Supply line to pump tank on Manifold
Length of supply line (approx. ft.): 5
Type of supply line: Purple SCH 40
Size of supply line and flush (in): 1

Required linear foot of tubing: 600

Linear feet of tubing installed: 1098

VOID

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker
Hoyt Seidensticker, R.S. No. 3588

7-11-23
Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006
Cell (210) 414-6603, hoyt@landstewardshipperservices.com



Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

7/11/2023
5:21 PM
Aerobic with Drip
Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA OMG Properties, LLC

RECEIVED

By Brandon M. Olvera at 1:26 pm, Jul 17, 2023

A class 1 residential aerobic treatment unit will be designed for this home. Wastewater from the home will flow to the pretreatment tank of the aerobic unit. From the pretreatment tank, effluent will flow to the treatment unit. Treated effluent will then flow to the pump tank for disposal through subsurface drip irrigation. All warning systems shall be installed with the aerobic unit.

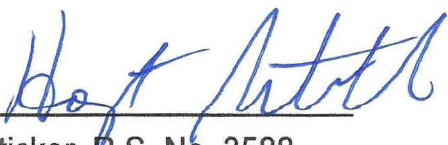
Field loading Rates and Distribution

All flow from the treatment compartment of the aerobic unit will flow into a pump tank. The pump tank will be equipped with a submersible pump. The pump will dose the single zone.

A 100 micron effluent filter must be installed in the supply line to prevent introduction of sediments & suspended organic materials into the drip tubing. Vacuum relief valves need to be installed in each zone at the highest point of both the supply and return manifolds. Ball valves must be installed on the return lines for pressure adjustment.

If the drip tubing is trench installed in a trench of 6 inches or more, the trench must comply to the permitting authority that the trench be maintained at a minimum of 2 inches of soil between the bottom of the drip tubing and the native bottom. The material that is placed in the trench must be placed in the trench over the drip tubing. If the trench is full of rocks, then a class II sandy loam or class III clay loam must be used to cover the drip tubing. If the drip lines are laid on top of the native soil and the native soil is scarified then a minimum of 6 inches of class II sandy loam or class III clay loam must be placed over the drip lines.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

7-17-23

Date



Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006
Cell (210) 414-6603, hoyt@landstewardshipservices.com

7/11/2023

5:21 PM

Aerobic with Drip

Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA OMG Properties, LLC

RECEIVED

By Brandon M. Olvera at 1:26 pm, Jul 17, 2023

The drip lines will be laid on two foot centers and parallel with the contour of the land. The drip lines will not be laid perpendicular with the slope. The drip lines will then be covered with a minimum of 6 inches of the material.

The area of the drip tubing will need to be shaped by the installer. The area will need to be leveled before installing the drip tubing. The drip tubing needs to be installed as level as possible.

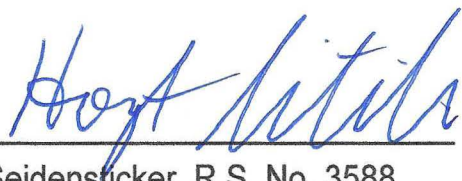
Drip lines are to be placed on 2 ft centers and tied into a pressure manifold at one end and a return manifold which is run back to the pump tank for continuous flushing of the drip lines. A pressure gage and control valve on the return line at the pump tank is to be set at 35 psi, which maintains a minimum required pressure of the drip emitters. The drip lines will be flushed continuously when the pump doses the drip field. The drip lines will be continuously flushed.

Then entire area where the drip lines have been installed or developed must be seeded with a type of vegetative cover of the equivalent of the amount of seed that is considered a high water use prior to system operation.

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the install aerobic system.

VOID

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 27, 2012). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

Date

7-17-23

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



OMG Properties, LLC

Gallons per Day	240
Application Rate (gal/sq. ft/day)	0.2
Square footage required	1200
Feet between Lines	2
Feet between emitters	2
Number of zones	1
Linear feet of dripline	1098
Number of emitters	549
Linear Feet of Tubing Per Zone	1098
Type of emitters	Pressure compensating
Determine drip field pressure (psi)	35
Feet of head pressure	80.85
gph/emitter	0.61
gallons per minute per Zone	5.6
gallons per hour	334.89
minutes per dose	6
Minutes Per Day Per Zone	43
gallons per day	240
Doses per Zone	7
Total Doses per Day	7
Time Between Doses in h	
Total Run time in Minutes	9991
Number of Connections (w/land)	7
Linear feet of line needed to connect	5
minimum pump flow (gpm)	6
header pipe size (inches)	
Pressure loss in 100 ft. pipe (psi)	1.58
Friction head in 100 ft. of pipe (ft of head)	3.6498
Static head	
height from pump to top of tank (ft.)	4
Elevation increase (ft.)	1
Total static head (ft.)	5
Friction head	
equivalent length of fittings (ft.)	1
Distance from pump to field (ft.)	55
Total equivalent length of pipe (ft.)	56
total effective head (ft.)	2.04
head required at drip field (ft.)	80.85
Head loss through filters or headworks (ft.)	23.10
head loss through valves (ft.)	3.47
Minimum total head (ft.)	109.46

VOID



Hy
htd

Site Map
 Aerobic with Drip irrigation System
 OMG Properties, LLC
 lot 138AP
 Canyon Lake village Unit 2
 1880 Trail Pass Drive
 Canyon Lake, Texas 78133
 Comal County

Permit 116254

RECEIVED
 By Brandon M. Olvera at 1:27 pm, Jul 17, 2023

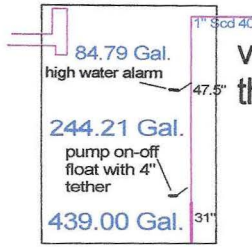
100 yr flood plain does
 not exist on this tract
 scale 1"= 40'

vacuum relief valves must be installed in each zone at
 the highest point of the supply line and return manifolds

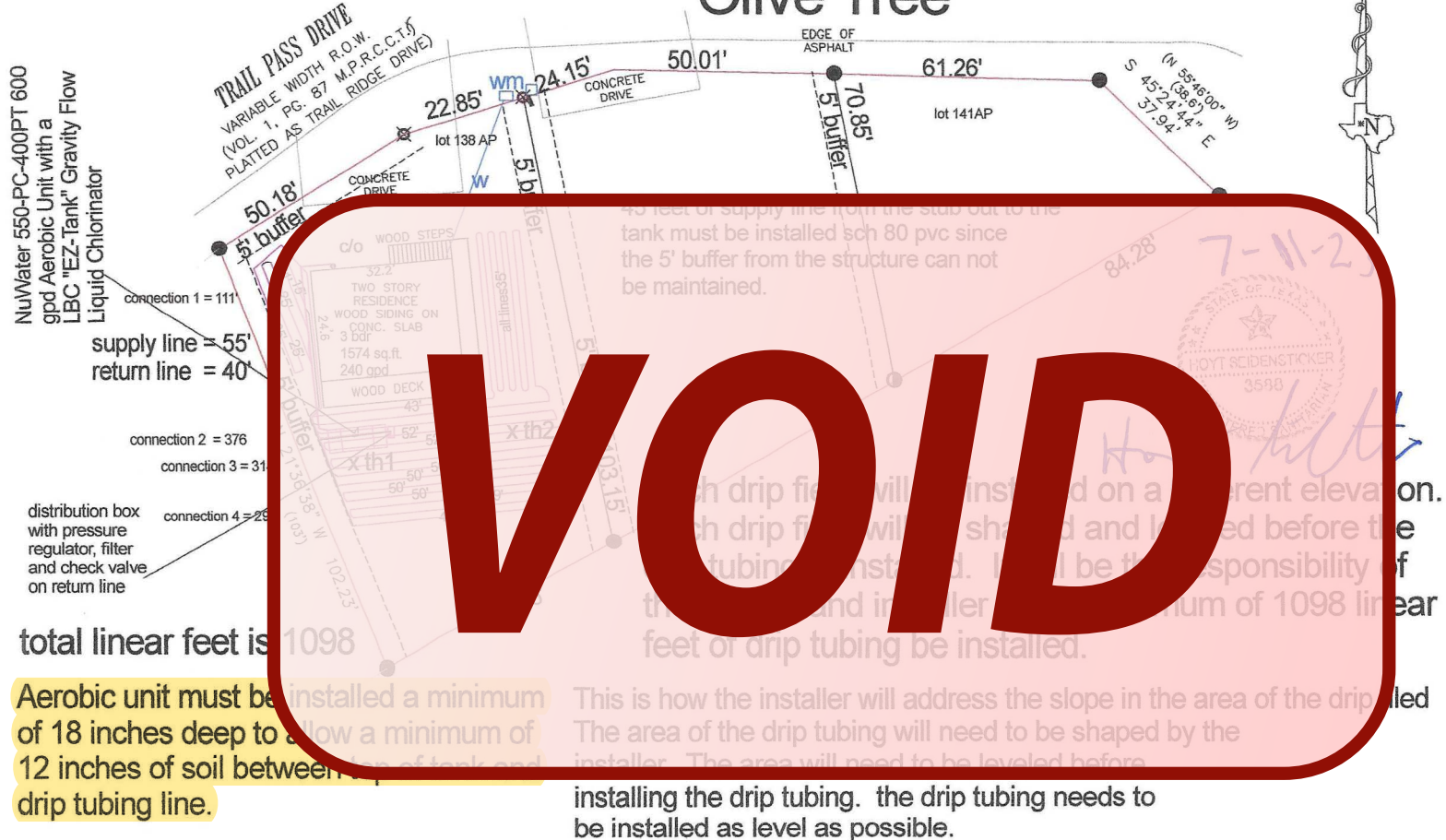
The referenced property is located within the Edwards Aquifer
 Contribution Zone. This property is exempt from a Contributing Plan because
 it is not a regulated activity according to Chapter 213.5(h)(2)
 "exempt ... Does not exceed 20% impervious cover on the site."
 There is no recharge feature within 150' of the proposed septic system.

LEGEND

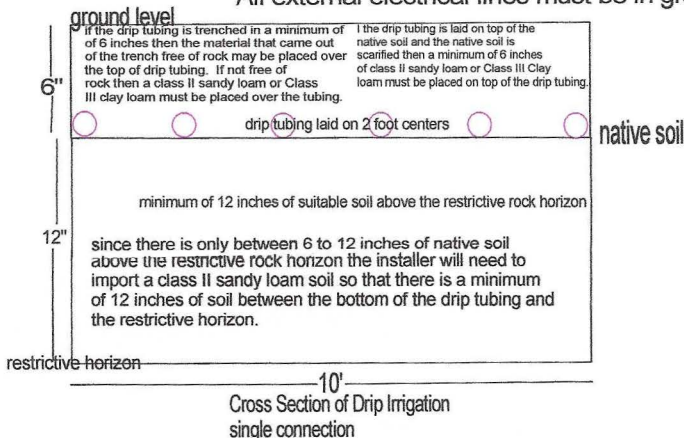
- BOUNDARY
- MISC-CONCRETE
- ADJOINER
- ▲ PROPERTY CORNER
- FOUND IRON ROD
- ⊗ CHISELED 'X' SET
- ⊙ WATER METER
- () RECORD INFORMATION



Olive Tree



All external electrical lines must be in gray conduit



Where ANY water line crosses sewer line, water
 line must be sleeved in a minimum of sch
 40 pvc, 10 feet on either side of the intersection
 and must maintain a 1' separation distance
 at the intersection and I certify that this meets the
 requirements of TAC Chapter 290, Subchapter D
 rules for Public Drinking Water Systems, Rule 290.44

Risers must be permanently fastened to the tank lid or cast into the tank
 The connection between the riser and the tank lid must be watertight.
 Risers must be fitted with removable watertight caps and protected
 against unauthorized intrusions by either a padlock, a cover that can be
 removed with specialized tools, a cover having a minimum net weight of
 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other
 means approved by the executive director.







Olvera,Brandon

From: Olvera,Brandon
Sent: Friday, June 23, 2023 9:53 AM
To: Hoyt Seidensticker; vandergetaways@gmail.com
Subject: 116254

RE: 1880 Trail Pass

Canyon Lake Village 2

Lot 138AP

Property Owner & Agent,

We received planning materials for the referenced permit application on 05-23-2023 and found those planning materials to be deficient. In order to continue processing this permit, we need the following:

- ✓ We will be conducting a site visit on Monday 06-26-2023.
- ✓ The drip tubing on the design does not match the written planning materials.
 - a. Design show 1095 linear feet with 2190 sq. ft.
 - b. Planning materials indicate 1095 linear feet and 2196 sq. ft.
- ✓ Remove the plans for Lot 139AP from design.
- 4. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

Thank You,

Brandon Olvera | Designated Representative **OS0034792** | Comal County | www.cceo.org
195 David Jonas Dr, New Braunfels, TX-78132 | t: 830-608-2090 | f: 830-608-2078 | e: olverb@co.comal.tx.us



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR
NEW BRAUNFELS, TX 78132
(830) 608-2090
WWW.CCEO.ORG

1880 Trail Pass Drive

Planning Materials & Site Evaluation as Required Completed By Hoyt Seidensticker

System Description Aerobic with Drip Irrigation

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

Tank Size(s) (Gallons) 600 GPD ATU Absorption/Application Area (Sq Ft) 2196

Gallons Per Day (As Per TCEQ Table in)

(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 Professional Engineer (R.P.E.))

Is there an existing TCEQ approved CZP 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 CZP.)

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 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 R.S. or P.E. 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

Hoyt Seidensticker

Date

5-22-23

Olvera,Brandon

From: Olvera,Brandon
Sent: Monday, February 5, 2024 8:18 AM
To: Hoyt Seidensticker; vandergetaways@gmail.com
Subject: 116254 & 116255

Good Morning,

To proceed with the inspection process, you need to submit a valid 2-year maintenance contract. The previous contract on file has been canceled by the maintenance provider.

Thank You,

Note: Beginning January 1, 2024 our reinspection fees will be changing to \$150.00. Permit fee includes 3 inspections, \$150 each additional inspection

Brandon Olvera | **Designated Representative OS0034792** | Comal County | www.cceo.org

195 David Jonas Dr, New Braunfels, TX-78132 | **t:** 830-608-2090 | **f:** 830-608-2078 | **e:** olverb@co.comal.tx.us

RECEIVED

By Brandon Olvera at 8:13 am, Feb 05, 2024

JT Environmental Service

13735 Greenwood Rd

Atascosa Tx 78002

Notice of OSSF contract (Cancellation)

Comal County

Permit #116254

Permit #116255

The OSSF contracts for **1880 Trail Pass & 1050 Olive Tree, Canyon Lake Tx, have been cancelled by the installer (All Squared Away Const). A refund has been issued back to them.**

Thank you,

Theodore G. Knappick (T.G.)

210-347-8465

Email: jtenvironmental@outlook.com

Permit/License Number :
Regulatory Authority : Comal

JT Environmental Services
13735 Greenwood rd
Atascosa Tx 78002
Cell (210) 347-8465

Customer: Morgan
Site address: 1880 Trail Pass
City: Canyon Lake Zip: 78133
Phone: 210-846-2544
Email: allsqdaway@gmail.com

Septic System Service Agreement

I. General: This work for Hire Agreement (hereinafter referred to as "agreement") is entered into and between Morgan (or Owner) (hereinafter referred to as "Customer") and JT Environmental Service. By this agreement, JT Environmental Service and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated below, and described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein. The designed flow rate for this system is a maximum of 500 gallons per day.

II. Effective dates: This Agreement commences on June 2023 and ends on June 2025.

If this is an initial agreement (New Installation), the Customer will notify the Contractor within two(2) business days of the systems first use to establish the date of commencement. If no notification is received by the Contractor within ninety (90) days after completion of the 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 permit authority. The Contractor may not commence work until the same time as any warranty period is called. In no case shall the Contractor be liable for any warranty.

III. Renewal: This agreement shall automatically renew each year on the same terms, conditions, and unless either party gives notice of termination a minimum of thirty (30) days prior to the end of the agreement period. If not, the agreement shall be renewed for another year.

IV. Termination of agreement: This agreement shall be terminated by either party by giving written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. If this agreement is so 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 any remaining monies from Prepayment for services will be refunded to Customer within thirty(30) days. Either party terminating this agreement shall give notice to the other party and the appropriate regulatory authority a minimum of thirty (30) days prior to the date of such termination. Non payment of any kind shall be considered breach of contract and a termination.

V. Services: Contractor Will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment systems manufacturer, and required by state and/or local regulation, for a total of three(3) visits per year. **(Residential)**
- b. Provide written record of each visit to the site by means of an inspection tag attached or contained in the control panel.
- c. Repair or Replace, if Contractor has necessary materials on site, any component of the OSSF to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and services cost are \$100.00 or less. Customer hereby authorizes Contractor to perform the service and invoice Customer for said service. When service cost are greater than \$100.00, or if the contractor does not have the necessary supplies on site, the customer will be notified of required services and associated costs. Customer must notify Contractor of arrangements to affect repair of

system within two(2) days of said notification.

- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only, as applicable)
- e. Forward copies of this agreement and all reports to the regulatory agency and the Customer.
- f. Visit the site in response to Customers 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 the customer.

VI. Disinfection: The Disinfection system will be maintained by the Customer. A cost estimate can be provided if the customer can not perform this function. Customer initial _____.

VII. Electronic Monitoring is not included in this agreement.

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

- a. If this is a 1. Contractor receipt of fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.
2. Contractors receipt of payment of the Wastewater-monitoring fee in accordance with the terms as described in section XIV of this agreement.

of this agreement.

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

- a. Provide all necessary yard and lawn maintenance and removal of 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. Contractor will be responsible for all parts of the OSSF.
- b. Provide equipment to prevent damage to the OSSF but not limited to damaged cables, insects, etc.
- c. Maintain a current license to operate and abide by the restrictions and limitations of the license and all requirements of the OSSF from the state and local regulatory agency, whichever is more stringent, as well as proper system manufacturer recommendations.
- d. Notify Contractor immediately of any problems, or any other problems, including but not limited to the OSSF.
- e. Provide upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
- f. Allow samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluation of the OSSF. If these samples are taken to a laboratory for testing, with the exception of the service provided under section V, subsection d, above. Customer agrees to pay contractor for sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus associated fees for laboratory testing.
- g. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
- h. Prevent condensation from air conditioning, or refrigeration units, or ice maker drains, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by the system designer.
- i. Provide pumping and cleaning of tanks and treatment units, when as recommended by Contractor, at Customers expense.
- j. Maintain site drainage to prevent adverse effects to the OSSF.
- k. Pay promptly and fully, all Contractors fees, Bills, or invoices as described herein.

X. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter during Contractors normal work hours and /or any reasonable hour without prior notice to Customer to perform 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 or proprietary system manufacturer. If not an initial agreement (new installation) and the access is not in place or provided by Customer, the cost for the labor of excavation, and possible other labor and material costs will be required. These costs shall be billed to the Customer as an additional service at a rate of \$75.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as can at the time of service, and under no circumstances is the Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, electrical, cable, water, gas, etc) or for the uneven settling of soil.

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

XII. Severability: If any provision of 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 un-enforceable, but that by limiting such provisions is would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforced as so limited.

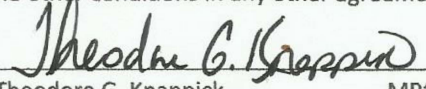
XIII. Fee for service: The cost for this agreement is \$425.00 (four hundred twenty five dollars). This fee only involves the regular scheduled required inspection services described herein. Section V. Service Fee. The Fee does not include any additional material, labor necessary for any other services or repairs. Warranty repairs, including inspection of the Customer requested work on site.

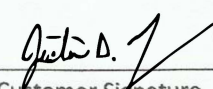
Price Schedule for callouts not covered by this agreement:
Customer requested callouts (Call Outs)
Site evaluation for existing SSF (N/A if a service is initiated)
Samples necessary for Regulatory authority compliance, not required by the STATE
For all other services/repairs, the contractor will provide a cost estimate to the customer.

XIV. Payment: Full amount due upon signature (required of new customers). Payment of invoices for any other services/repairs to be made by the Customer.

XV. Application or transfer of payment: The fees paid for this agreement may transfer to the subsequent property owner; however this agreement is not transferable. Customer will advise subsequent property owner of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described services, and accepting the Customers responsibilities. This replacement agreement must be signed and received in the Contractors office within ten (10) days of the date of transfer of property ownership. Contractor will apply all funds received from Customer, first to any past due obligations arising from this agreement including fees or charges for service or repairs. Any remaining monies will be applied to the funding of the replacement agreement. The consumption of funds in this manner may result in 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.


Theodore G. Knappick MP#0002213


Customer Signature 05/31/23
Date

ORT/GFH/11967/closer NF 15
NB

GENERAL WARRANTY DEED

20

con

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof.

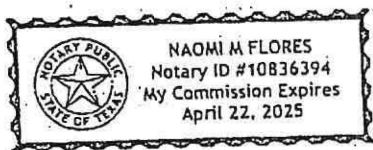
DATED this the 22 day of June, 2021.

Shawn Collings
SHAWN T. COLLINGS f/k/a SHAWN T. URQUHART

Christian V. Collings
CHRISTIAN V. COLLINGS

STATE OF TEXAS
COUNTY OF Comal §
§

This instrument was acknowledged before me on this the 22 day of June, 2021, by SHAWN T. COLLINGS f/k/a SHAWN T. URQUHART and CHRISTIAN V. COLLINGS, a married couple.



[Signature]
Notary Public, State of Texas

GRANTEE'S MAILING ADDRESS:

4447 N. Central Expressway Ste 110 #151
Dallas, TX 75205

1207.deeds
Old Republic Title Co. (NF)
GF #11967NB

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
06/23/2021 11:09:53 AM
TERRI 2 Pages(s)
202106033832




Bobbie Koepp

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns against any person whomsoever claiming or to claim the same or any part thereof.

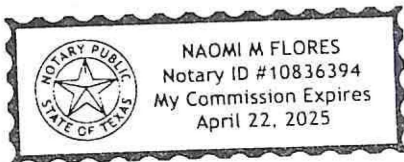
DATED this the 22 day of June, 2021.

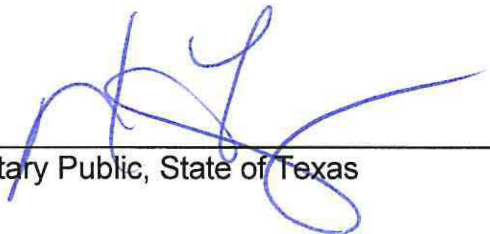

SHAWN T. COLLINGS f/k/a SHAWN T. URQUHART


CHRISTIAN V. COLLINGS

STATE OF TEXAS
COUNTY OF Comal §
§

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4447 N. Central Expressway Ste 110 #151
Dallas, TX 75205

1207.deeds
Old Republic Title Co. (NF)
GF #11967NB

A. Settlement Statement

B. Type of Loan

1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins	6. File Number 11967NB	7. Loan Number	8. Mortgage Ins Case Number
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance			
7. <input checked="" type="checkbox"/> Cash Sale.					

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.);" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower QMG Properties LLC ,	E. Name & Address of Seller Christian V Collings and Shawn T Collings 1066 Stone Dr New Braunfels, TX 78130	F. Name & Address of Lender ,
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G. Property Location Canyon Lake Village Ut 2, Plat 1/87, Lot 138-141, Comal County 1880 Trail Pass Dr 0 TBD 1062 Olive Tree 0 TBD Canyon Lake, TX 78133	H. Settlement Agent Name Old Republic National Title Insurance 290 S. Castell Avenue, Suite 200 New Braunfels, TX 78130 Tax ID: 41-0579050 Underwritten By: Old Republic	
	I. Settlement Date 6/22/2021 Fund: 6/22/2021	Place of Settlement Old Republic National Title 290 S. Castell Ave., Suite 200 New Braunfels, TX 78130

J. Summary of Borrower's Transaction			K. Summary of Seller's Transaction		
100. Gross Amount Due from Borrower			400. Gross Amount Due to Seller		
101. Contract Sales Price		\$52,000.00	401. Contract Sales Price		\$52,000.00
102. Personal Property			402. Personal Property		
103. Settlement Charges to borrower		\$1,733.75	403.		
104.			404.		
105.			405.		
Adjustments for items paid by seller in advance			Adjustments for items paid by seller in advance		
106. City property taxes			406. City property taxes		
107. County property taxes			407. County property taxes		
108. Assessment Taxes			408. Assessment Taxes		
109. School property taxes			409. School property taxes		
110. HOA Dues	06/23/21 thru 12/31/21	\$12.62	410. HOA Dues	06/23/21 thru 12/31/21	\$12.62
111. Other taxes			411. Other taxes		
112.			412.		
113.			413.		
114.			414.		
115.			415.		
116.			416.		
120. Gross Amount Due From Borrower		\$53,746.37	420. Gross Amount Due to Seller		\$52,012.62
200. Amounts Paid By Or in Behalf Of Borrower			500. Reductions in Amount Due to Seller		
201. Deposit or earnest money		\$1,000.00	501. Excess Deposit		
202. Principal amount of new loan(s)			502. Settlement Charges to Seller (line 1400)		\$5,675.45
203. Existing loan(s) taken subject to			503. Existing Loan(s) Taken Subject to		
204. Loan Amount 2nd Lien			504. Payoff of first mortgage loan to Sonora Bank		\$8,968.65
205.			505. Payoff of second mortgage loan to		
206.			506.		
207. Option Fee		\$100.00	507. Option Fee		
208.			508.		
209.			509.		
Adjustments for items unpaid by seller			Adjustments for items unpaid by seller		
210. City property taxes			510. City property taxes		
211. County property taxes	01/01/21 thru 06/22/21	\$198.88	511. County property taxes	01/01/21 thru 06/22/21	\$198.88
212. Assessment Taxes			512. Assessment Taxes		
213. School property taxes			513. School property taxes		
214. HOA Dues			514. HOA Dues		
215. Other taxes			515. Other taxes		
216.			516.		
217.			517.		
218.			518.		
219.			519.		
220. Total Paid By/For Borrower		\$1,298.88	520. Total Reduction Amount Due Seller		\$14,842.98
300. Cash At Settlement From/To Borrower			600. Cash At Settlement To/From Seller		
301. Gross Amount due from borrower (line 120)		\$53,746.37	601. Gross Amount due to seller (line 420)		\$52,012.62
302. Less amounts paid by/for borrower (line 220)		\$1,298.88	602. Less reductions in amt. due seller (line 520)		\$14,842.98
303. Cash From Borrower		\$52,447.49	603. Cash To Seller		\$37,169.64

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following:

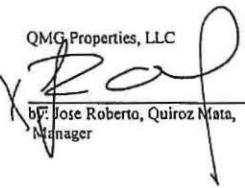
- HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
- Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate;
- Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper. The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. The information requested does not lend itself to confidentiality.

L. Settlement Charges						
700. Total Sales/Broker's Commission based on price		\$52,000.00	@10 % = \$5,200.00		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:						
701. \$3,640.00	to	Bliss Real Estate LLC				
702. \$1,560.00	to	HomeSmart Fine Properties				
703. Commission Paid at Settlement					\$0.00	\$5,200.00
704. The Following Parties. Persons	to					
705. Firms, or Corporations have received	to					
706. a portion of the Real Estate Commission	to					
707. Shown Above: Marilyn Villagomez	to					
708. Trey Poteet	to					
800. Items Payable in Connection with Loan						
801. Loan Origination Fee %	to					
802. Loan Discount %	to					
803. Appraisal Fee	to					
804. Credit Report	to					
805. Lender's Inspection Fee	to					
806. Mortgage Insurance Application	to					
807. Assumption Fee	to					
808. Flood Certification Fee	to					
809. Application Fee	to					
810. Tax Research Fee	to					
811. Underwriting Fee	to					
812. Processing Fee	to					
900. Items Required by Lender To Be Paid in Advance						
901. Interest from 6/22/2021 to 7/1/2021 @ \$0/day						
902. Mortgage Insurance Premium for months to						
903. Hazard Insurance Premium for years to						
1000. Reserves Deposited With Lender						
1001. Hazard insurance	months @		per month			
1002. Mortgage insurance	months @		per month			
1003. City property taxes	months @		per month			
1004. County property taxes	months @		per month			
1005. Assessment Taxes	months @		per month			
1006. School property taxes	months @		per month			
1007. HOA Dues	months @		per month			
1008. Other taxes	months @		per month			
1011. Aggregate Adjustment						
1100. Title Charges						
1101. Settlement or closing fee	to					
1102. Abstract or title search	to					
1103. Title examination	to					
1104. Title insurance binder	to					
1105. Document preparation	to	Steve D. Taylor, Attorney at Law				\$135.00
1106. Notary fees	to					
1107. Attorney's fees	to					
(includes above items numbers:)						
1108. Title insurance	to	Old Republic National Title			\$510.00	
(includes above items numbers:)						
1109. Lender's coverage	\$0.00/\$0.00					
1110. Owner's coverage	\$52,000.00/\$586.50					
1111. TX Escrow fee	to	Old Republic National Title			\$200.00	\$200.00
1112. Copy Fees	to					
1113. State of Texas Policy Guaranty Fee	to	Texas Title Insurance Guaranty Association			\$2.00	\$0.00
1114. E-Recording and Processing Fee	to	EPN			\$17.50	\$17.50
1115. Notary Service Fee	to					
1116. Wire Processing Fee	to	Old Republic National Title			\$30.00	\$30.00
1117. Courier/Delivery Fee	to	Old Republic National Title			\$10.00	
1118. Survey Amend. End (Non RES)	to	Old Republic National Title			\$76.50	
1200. Government Recording and Transfer Charges						
1201. Recording Fees	Deed \$30.00 ; Mortgage ; Rel \$30.00	to EPN			\$30.00	\$30.00
1202. City/county tax/stamps	Deed ; Mortgage	to				
1203. State tax/stamps	Deed ; Mortgage	to				
1204. Tax Certificates	to	J. L. Gross & Company				\$62.95
1300. Additional Settlement Charges						
1301. Survey	to	Summit Geomatics, Inc.			\$757.75	
1302. Pest Inspection	to					
1303. HOA Transfer Fee	to	Canyon Lake Village Civic Association			\$100.00	
1304. HOA Resale Fee	to					
1305. Home Warranty Service Contract	to					
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$1,733.75	\$5,675.45

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

QMG Properties, LLC

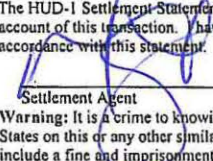

by: Jose Roberto, Quiroz Mata,
Manager

Christian V Collings

Shawn T Collings

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.



Settlement Agent

6/22/2021

Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

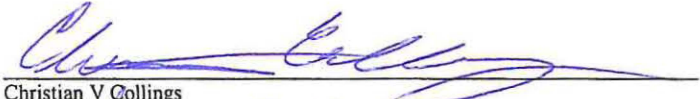

Previous Editions are Obsolete

Page 2

form HUD-1 (3/86)
Handbook 4305.2

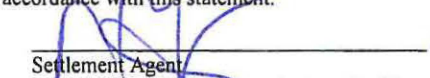
QMG Properties, LLC

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Settlement Agent Date

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PROMULGATED BY THE TEXAS REAL ESTATE COMMISSION (TREC)

11-10-20

UNIMPROVED PROPERTY CONTRACT
NOTICE: Not For Use For Condominium Transactions



1. **PARTIES:** The parties to this contract are COLLINGS (Seller) and QMG Properties, LLC (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.
2. **PROPERTY:** Lot 138, 139, 140, 141, Block 0, Addition, CANYON LAKE VILLIAGE 2, City of Canyon Lake, County of Comal, Texas, known as 1062 Olive Tree | 4 LOTS 78133-5776 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (Property).
RESERVATIONS: Any reservation for oil, gas, or other minerals, water, timber, or other interests is made in accordance with an attached addendum.
3. **SALES PRICE:**
- A. Cash portion of Sales Price payable by Buyer at closing. \$ 52,000.00
- B. Sum of all financing described in the attached: ☐ Third Party Financing Addendum, ☐ Loan Assumption Addendum, ☐ Seller Financing Addendum. \$ _____
- C. Sales Price (Sum of A and B) \$ 52,000.00
4. **LEASES:**
- A. Except as disclosed in this contract, Seller is not aware of any leases affecting the Property. After the Effective Date, Seller may not, without Buyer's written consent, create a new lease, amend any existing lease, or convey any interest in the Property.
- B. **NATURAL RESOURCE LEASES:** "Natural Resource Lease" means an existing oil and gas, mineral, water, wind, or other natural resource lease affecting the Property to which Seller is a party. Seller ☐ is ☒ is not a party to a Natural Resource Lease. If Seller is a party to a Natural Resource Lease, check one of the following:
- ☐ (1) Seller has delivered to Buyer a copy of all the Natural Resource Leases.
- ☐ (2) Seller has not delivered to Buyer a copy of all the Natural Resource Leases. Seller shall provide to Buyer a copy of all the Natural Resource Leases within 3 days after the Effective Date. Buyer may terminate the contract within _____ days after the date the Buyer receives all the Natural Resource Leases and the earnest money shall be refunded to Buyer.
5. **EARNEST MONEY AND TERMINATION OPTION:**
- A. **DELIVERY OF EARNEST MONEY AND OPTION FEE:** Within 3 days after the Effective Date, Buyer must deliver to Old Republic Title | 210.222.2227, as escrow agent, at _____ (address): \$ 1,000.00 as earnest money and \$ 100.00 as the Option Fee. The earnest money and Option Fee shall be made payable to escrow agent and may be paid separately or combined in a single payment.
- (1) Buyer shall deliver additional earnest money of \$ N/A to escrow agent within _____ days after the Effective Date of this contract.
- (2) If the last day to deliver the earnest money, Option Fee, or the additional earnest money falls on a Saturday, Sunday, or legal holiday, the time to deliver the earnest money, Option Fee, or the additional earnest money, as applicable, is extended until the end of the next day that is not a Saturday, Sunday, or legal holiday.
- (3) The amount(s) escrow agent receives under this paragraph shall be applied first to the Option Fee, then to the earnest money, and then to the additional earnest money.
- (4) Buyer authorizes escrow agent to release and deliver the Option Fee to Seller at any time without further notice to or consent from Buyer, and releases escrow agent from liability for delivery of the Option Fee to Seller. The Option Fee will be credited to the Sales Price at closing.
- B. **TERMINATION OPTION:** For nominal consideration, the receipt of which Seller acknowledges, and Buyer's agreement to pay the Option Fee within the time required, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within 3 days after the Effective Date of this contract (Option Period). Notices under this paragraph must be given by 5:00 p.m. (local time where the Property is located) by the date specified. If Buyer gives notice of termination within the time prescribed: (i) the Option Fee will not be refunded and escrow agent shall release any Option Fee remaining with escrow agent to Seller; and (ii) any earnest money will be refunded to Buyer.

TXR 1607 Initialed for identification by Buyer JRQM and Seller u STC 11907NB TREC NO. 9-14

- C. **FAILURE TO TIMELY DELIVER EARNEST MONEY:** If Buyer fails to deliver the earnest money within the time required, Seller may terminate this contract or exercise Seller's remedies under Paragraph 15, or both, by providing notice to Buyer before Buyer delivers the earnest money.
- D. **FAILURE TO TIMELY DELIVER OPTION FEE:** If no dollar amount is stated as the Option Fee or if Buyer fails to deliver the Option Fee within the time required, Buyer shall not have the unrestricted right to terminate this contract under this Paragraph 5.
- E. **TIME: Time is of the essence for this paragraph and strict compliance with the time for performance is required.**
6. **TITLE POLICY AND SURVEY:**
- A. **TITLE POLICY:** Seller shall furnish to Buyer at ☒ Seller's ☒ Buyer's expense an owner's policy of title insurance (Title Policy) issued by Old Republic Title (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
- (1) Restrictive covenants common to the platted subdivision in which the Property is located.
 - (2) The standard printed exception for standby fees, taxes and assessments.
 - (3) Liens created as part of the financing described in Paragraph 3.
 - (4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
 - (5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
 - (6) The standard printed exception as to marital rights.
 - (7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
 - (8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements:
- ☐ (i) will not be amended or deleted from the title policy; or
- ☒ (ii) will be amended to read, "shortages in area" at the expense of ☒ Buyer ☐ Seller.
- (9) The exception or exclusion regarding minerals approved by the Texas Department of Insurance.
- B. **COMMITMENT:** Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. **SURVEY:** The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- ☐ (1) Within _____ days after the Effective Date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at ☐ Seller's ☐ Buyer's expense no later than 3 days prior to Closing Date.
- ☒ (2) Within 14 days after the Effective Date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- ☐ (3) Within _____ days after the Effective Date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. **OBJECTIONS:** Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than items 6A(1) through (7) above; or disclosed in the Commitment other than items 6A(1) through (9) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity: **Single Family Residential**
- Buyer must object the earlier of (i) the Closing Date or (ii) 1 days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure any timely objections of Buyer or any third party lender within 15 days after Seller receives the objections (Cure Period) and the Closing Date will be extended as necessary. If objections are not cured within the Cure Period, Buyer may, by delivering notice to Seller within 5 days after the end of the Cure Period: (i) terminate this contract and the earnest money will be refunded to Buyer; or (ii) waive the objections. **If Buyer does not terminate**

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1062 Olive Tree,

within the time required, Buyer shall be deemed to have waived the objections. If the Commitment or Survey is revised or any new Exception Document(s) is delivered, Buyer may object to any new matter revealed in the revised Commitment or Survey or new Exception Document(s) within the same time stated in this paragraph to make objections beginning when the revised Commitment, Survey, or Exception Document(s) is delivered to Buyer.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property ☒ is ☐ is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.

(3) STATUTORY TAX DISTRICTS: If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.

(4) TIDE WATERS: If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.

(5) ANNEXATION: If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.

(6) PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER: Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.

(7) PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372,

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- Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) TEXAS AGRICULTURAL DEVELOPMENT DISTRICT: The Property ☐ is ☒ is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) TRANSFER FEES: If the Property is subject to a private transfer fee obligation, \$5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.
- (10) PROPANE GAS SYSTEM SERVICE AREA: If the Property is located in a propane gas system service area owned by a distribution system retailer, Seller must give Buyer written notice as required by §141.010, Texas Utilities Code. An addendum containing the notice approved by TREC or required by the parties should be used.
- (11) NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

7. PROPERTY CONDITION:

- A. ACCESS, INSPECTIONS AND UTILITIES: Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

NOTICE: Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. ACCEPTANCE OF PROPERTY CONDITION: "As Is" means the present condition of the Property with any and all defects and without warranty except for the warranties of title and the warranties in this contract. Buyer's agreement to accept the Property As Is under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

(Check one box only)

- ☒ (1) Buyer accepts the Property As Is.
☐ (2) Buyer accepts the Property As Is provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: _____

(Do not insert general phrases, such as "subject to inspections" that do not identify specific repairs and treatments.)

- C. COMPLETION OF REPAIRS: Unless otherwise agreed in writing: (i) Seller shall complete all agreed repairs and treatments prior to the Closing Date; and (ii) all required permits must be obtained, and repairs and treatments must be performed by persons who are licensed to provide such repairs or treatments or, if no license is required by law, are commercially engaged in the trade of providing such repairs or treatments. At Buyer's election, any transferable warranties received by Seller with respect to the repairs and treatments will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs and treatments prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 5 days, if necessary, for Seller to complete repairs and treatments.
- D. ENVIRONMENTAL MATTERS: Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.
- E. SELLER'S DISCLOSURES: Except as otherwise disclosed in this contract, Seller has no knowledge of the following:
- (1) any flooding of the Property which has had a material adverse effect on the use of the Property;
 - (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
 - (3) any environmental hazards that materially and adversely affect the Property;
 - (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
 - (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
 - (6) any threatened or endangered species or their habitat affecting the Property.

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8. BROKERS AND SALES AGENTS:

A. **BROKER OR SALES AGENT DISCLOSURE:** Texas law requires a real estate broker or sales agent who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the broker or sales agent owns more than 10%, or a trust for which the broker or sales agent acts as a trustee or of which the broker or sales agent or the broker or sales agent's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

B. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. CLOSING:

A. The closing of the sale will be on or before June 21, 2021, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing:

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.

10. POSSESSION: Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. SPECIAL PROVISIONS: (Insert only factual statements and business details applicable to the sale. TREC rules prohibit license holders from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

12. SETTLEMENT AND OTHER EXPENSES:

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

(a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

(b) Seller shall also pay an amount not to exceed \$ na to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.

(2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.

B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

13. PRORATIONS AND ROLLBACK TAXES:

A. **PRORATIONS:** Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.

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JRQM

and Seller

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- B. **ROLLBACK TAXES:** If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Assessments are imposed because of Seller's use or change in use of the Property prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.
14. **CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the Effective Date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds, if permitted by Seller's insurance carrier, and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.
15. **DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.
16. **MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion will be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.
17. **ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.
18. **ESCROW:**
- A. **ESCROW:** The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent. Escrow agent may require any disbursement made in connection with this contract to be conditioned on escrow agent's collection of good funds acceptable to escrow agent.
- B. **EXPENSES:** At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow agent may: (i) require a written release of liability of the escrow agent from all parties; and (ii) require payment of unpaid expenses incurred on behalf of a party. Escrow agent may deduct authorized expenses from the earnest money payable to a party. "Authorized expenses" means expenses incurred by escrow agent on behalf of the party entitled to the earnest money that were authorized by this contract or that party.
- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.
19. **REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.
20. **FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by Internal Revenue Code and its regulations, or if Seller fails to deliver an affidavit or a certificate of non-foreign status to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the

Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

21. **NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by fax or electronic transmission as follows:

To Buyer at: _____	To Seller at: <u>Christian Collings</u>
_____	<u>Shawn T Collings</u>
Phone: _____	Phone: <u>8302376453</u>
E-mail/Fax: _____	E-mail/Fax: <u>christiancollings83@gmail.com</u>
E-mail/Fax: _____	E-mail/Fax: <u>shawnterri729@gmail.com</u>

22. **AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- | | |
|--|---|
| <input type="checkbox"/> Third Party Financing Addendum | <input type="checkbox"/> Addendum for Coastal Area Property |
| <input type="checkbox"/> Seller Financing Addendum | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input checked="" type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway |
| <input type="checkbox"/> Buyer's Temporary Residential Lease | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer |
| <input type="checkbox"/> Seller's Temporary Residential Lease | <input type="checkbox"/> Addendum for Property in a Propane Gas System Service Area |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals | <input type="checkbox"/> Other (list): _____ |
| <input type="checkbox"/> Addendum for "Back-Up" Contract | _____ |
| <input type="checkbox"/> Addendum Concerning Right to Terminate Due to Lender's Appraisal | _____ |
| | _____ |

23. **CONSULT AN ATTORNEY BEFORE SIGNING:** TREC rules prohibit real estate license holders from giving legal advice. READ THIS CONTRACT CAREFULLY.

Buyer's Attorney is: _____	Seller's Attorney is: _____
_____	_____
Phone: _____	Phone: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

Contract Concerning 1062 Olive Tree | 4 LOTS, Canyon Lake, TX 78133-5776 Page 8 of 10 11-10-20
(Address of Property) Lot 138, Lot 139, Lot 140, Lot 141


EXECUTED the 6/4/2021 day of _____, _____ (Effective Date).
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)

DocuSigned by:
Jose Roberto Quiroz Mata
Buyer ID2292948A
QMG Properties, LLC

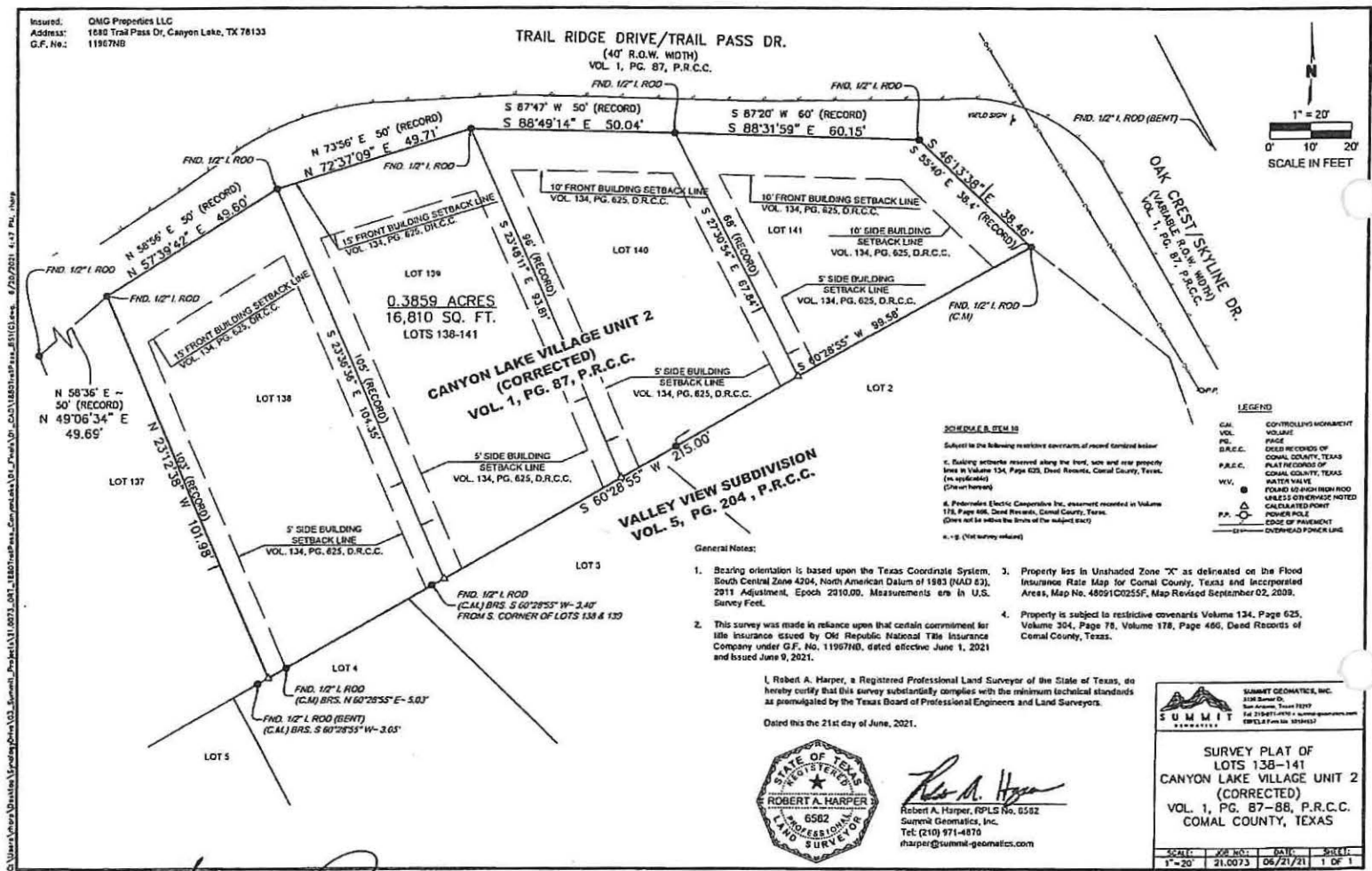
DocuSigned by:
Christian Collings 6/4/2021
Seller ID814599568456
COLLINGS Christian Collings

Buyer

DocuSigned by:
Shawn T Collings 6/4/2021
Seller ID310105D3E5AD415
Shawn T Collings

 The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate license holders. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-14. This form replaces TREC NO. 9-13.

Insured: QMG Properties LLC
Address: 1680 Trail Pass Dr, Canyon Lake, TX 78133
G.F. No.: 11967NB



SCHEDULE ITEM 10

Subject to the following restrictive covenants of record contained herein:
c. Building setbacks reserved along the front, side and rear property lines in Volume 134, Page 625, Deed Records, Comal County, Texas. (As applicable)
d. Pedestrian Electric Cooperative Inc., easement recorded in Volume 178, Page 466, Deed Records, Comal County, Texas. (Does not lie within the limits of the subject tract)
e. g. (Not survey related)

LEGEND

CAV	CONTROLLING INCREMENT
VOL	VOLUME
PG	PAGE
D.R.C.C.	DEED RECORDS OF COMAL COUNTY, TEXAS
P.R.C.C.	PLAT RECORDS OF COMAL COUNTY, TEXAS
WV	WATER VALVE
FO	FOUND 10' HIGH IRON ROD
UN	UNLESS OTHERWISE NOTED
CP	CALCULATED POINT
PP	POWER POLE
CP	EDGE OF PAVEMENT
OP	OVERHEAD POWER LINE

General Notes:

1. Bearing orientation is based upon the Texas Coordinate System, South Central Zone 4204, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Measurements are in U.S. Survey Feet.
2. This survey was made in reliance upon that certain commitment for title insurance issued by Old Republic National Title Insurance Company under G.F. No. 11967NB, dated effective June 1, 2021 and issued June 9, 2021.
3. Property lies in Unshaded Zone "X" as delineated on the Flood Insurance Rate Map for Comal County, Texas and incorporated Areas, Map No. 46091C0255F, Map Revised September 02, 2008.
4. Property is subject to restrictive covenants Volume 134, Page 625, Volume 304, Page 78, Volume 178, Page 466, Deed Records of Comal County, Texas.

I, Robert A. Harper, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this survey substantially complies with the minimum technical standards as promulgated by the Texas Board of Professional Engineers and Land Surveyors.

Dated this 21st day of June, 2021.



Robert A. Harper
Robert A. Harper, RPLS No. 6582
Summit Geomatics, Inc.
Tel: (210) 971-4870
harper@summit-geomatics.com

SUMMIT GEOMATICS, INC.
2108 Burner Dr.
San Antonio, Texas 78217
Tel: 210-971-4870 • www.summit-geomatics.com
EPLA Firm No. 1616657

SURVEY PLAT OF
LOTS 138-141
CANYON LAKE VILLAGE UNIT 2
(CORRECTED)
VOL. 1, PG. 87-88, P.R.C.C.
COMAL COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1" = 20'	21.0073	06/21/21	1 OF 1

[Handwritten signature]

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Old Republic National Title Insurance
290 S. Castell Avenue, Suite 200
New Braunfels, TX 78130
Phone: 830-608-1551
Fax: 830-608-1514

Please
Complete.

BUYER INFORMATION SHEET

GF #: 11967NB

BUYER NAME(S): QMG Properties LLC

BUYER'S ADDRESS AFTER CLOSING:

4447 N CENTRAL EXPRESSWAY

SUITE 110 #151

DALLAS TX, 75205

BUYER 1 PHONE #:

214 907 2794

BUYER 2 PHONE #:

979 065 2230

HOME PHONE #:

214 238 3286

E-MAIL ADDRESS:

JEORRETOQM@gmail.com

TAX PRORATION AGREEMENT

DATE: June 22, 2021
GF: 11967NB
PROPERTY: Lots 138, 139, 140 and 141 of CANYON LAKE VILLAGE, UNIT 2, a subdivision in Comal County, Texas according to the plat recorded in Volume 1, Pages 87-88 of the Map and Plat Records of Comal County, Texas.
(the "Property")

BUYER: QMG Properties LLC
SELLER: Christian V Collings and Shawn T Collings

I/We, the Seller(s), claim that this Property has been my/our homestead since: n/a

INITIALS

INITIALS

If applicable, this transaction involves a Property that currently carries the following exemption(s):

- ☐ Homestead Exemption
☐ Over 65 Exemption
☐ Disability Exemption
☐ Veterans' Exemption

There are three possibilities after closing with respect to these exemption(s):

- (1) The Seller does not move the exemption(s) to a different property. In this case, the exemption(s) may continue until December 31st of the year in which the sale takes place. However, the county retains the right to remove these exemption(s) even if the Seller does not establish a new homestead; OR
- (2) The Seller does move the exemption(s) to a different property. In this case, the assessor could delete the exemption(s) for the balance of the year which could mean the remaining portion of the year is higher than the portion prior to closing; OR
- (3) Both Buyer and Seller qualify for exemption(s). In this case, the Buyer(s) can avoid the proration problem by applying for one or all of the exemption(s) in their own right.

Old Republic National Title Insurance Company ("ORT") is not aware of the intent of the Seller(s) with respect to a new home or their plans for the exemptions that are currently on the Property. Additionally, ORT does not know whether the Buyer(s) are entitled to the exemptions.

Therefore, in connection with the Property, the undersigned hereby give recognition to the following facts regarding ad valorem taxes:

- (1) The tax figures used in the proration at closing were based on the most recent figures available, which may include only taxes for the prior year(s) or estimates using the appraised value and estimated tax rates for the current year and may not include taxes for new construction. Such estimates may include exemptions obtained by the Seller for which Buyer may not qualify, the removal of which may substantially increase the amount of the taxes payable by the Buyer. The accuracy of such taxes cannot and is not guaranteed or verified by ORT. Should the actual tax figures for the year prove to be different, resulting in the necessity for adjustment, the undersigned agree and consent to make appropriate adjustments between themselves, and ORT shall have no responsibility in this regard.
- (2) In the event that some or all of the Property is or has been subject to reduced ad valorem taxes because all or a portion of the Property has been designated for agricultural, homestead, Over 65, Disabled Veteran, or Open Space valuation, or as otherwise fully or partially exempt from taxation, and if the Property is subject to rollback

or supplemental taxes for prior years that may be recaptured or assessed by various taxing authorities because of a change in use or ownership of the Property, the parties agree that, upon receipt of tax statements from the various taxing authorities relating to any taxes, including rollback or supplemental taxes, the parties shall promptly paid said taxes to the assessed taxes against the Property to the appropriate taxing authorities in accordance with the Contract pursuant to which this transaction has been closed.

- (3) Seller recognizes their responsibility for all taxes prior to the date of closing the subject transaction. Should it develop at a later time that taxes other than those collected at closing are due for prior years, Seller agrees to make full payment to ORT for this amount.
- (4) Buyer understands that the amount being prorated for current year taxes is the best possible estimate available at the time of closing and recognizes their responsibility for current year taxes. Further, Buyer understands it is their responsibility to notify the appraisal district of the change in ownership of the subject property.

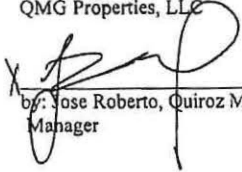
GROSS TAX FIGURES

City:	\$419.61
State and County:	\$0.00
School:	\$0.00
Other:	\$0.00
Other:	\$0.00
	\$0.00

Christian V Collings

Shawn T Collings

QMG Properties, LLC


by: Jose Roberto, Quiroz Mata,
Manager

Affiliated Business Arrangement Disclosure Statement

To: QMG Properties LLC

Property: 1880 Trail Pass Dr
0 TBD
1062 Olive Tree
0 TBD
Canyon Lake, TX 78133

Christian V Collings and Shawn T Collings

From: Old Republic National Title Insurance Company Date: June 22, 2021

This is to give you notice that Old Republic Title has a business relationship with eRecording Partners ("ePN"). ePN is a subsidiary of Old Republic National Title Insurance Company.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition for settlement of your purchase, sale, or refinance of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

ePN Fee Schedule, Texas

SERVICE/DOCUMENT	FEE
<u>PROCESSING FEE</u>	
Per File Processing Fee	\$35.00
<u>RECORDING FEES</u>	
Per Document Recording Fee	Actual Cost Imposed by County Estimates may be used if documents are not received before the Settlement Statement is finalized

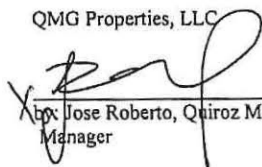
ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Old Republic Title is referring me/us to purchase the above-described settlement service(s) and that ePN is a subsidiary of Old Republic Title.

Buyers:

Sellers:

QMG Properties, LLC


X Jose Roberto, Quiroz Mata,
Manager

Christian V Collings

Shawn T Collings

CLOSING ACKNOWLEDGMENT AND DISCLOSURE FORM
(Sale/Purchase Transaction)

Date: June 22, 2021
GF: 11967NB
PROPERTY: 1880 Trail Pass Dr
0 TBD
1062 Olive Tree
0 TBD, Canyon Lake, TX 78133, (the Property)
BUYER: QMG Properties LLC
SELLER: Christian V Collings and Shawn T Collings

By signing this affidavit, SELLER and/or BUYER acknowledges their understanding of the disclosures being made by OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY (hereinafter called "OLD REPUBLIC") and affirms the representations made by them to OLD REPUBLIC as indicated below.

Buyer's
Initials

Seller's
Initials



- 1) **WAIVER OF INSPECTION.** In consideration of the issuance of an Owner's Policy of Title Insurance by OLD REPUBLIC to BUYER and subject to the Policy's terms and conditions, Buyer hereby waives any obligation on the part of OLD REPUBLIC to inspect the Property. Buyer agrees to an exception as to "RIGHTS OF PARTIES IN POSSESSION". Within the meaning of this exception, "possession" includes open acts of visible evidence of occupancy including any visible and apparent roadway or easement on or across all or any part of the Property, but this exception does not extend to any right, claim, or interest evidenced by a document recorded in the real estate records maintained by the County Clerk of the county in which the Property is located. BUYER agrees to be fully responsible for inspecting the Property to determine the rights of any party in possession and assumes full responsibility for obtaining possession from its present occupants.

However, if you do not initial this paragraph you refuse to accept an Owner's Policy of Title Insurance containing an exception as to "RIGHTS OF PARTIES IN POSSESSION". OLD REPUBLIC may require an inspection of the Property and additional charges may be assessed for the reasonable and actual costs of such an inspection. OLD REPUBLIC may make additional exceptions to title which may be included in said Owner's Policy of Title Insurance for matters revealed by such inspection.



- 2) **RECEIPT OF COMMITMENT.** BUYER acknowledges having received and reviewed a copy of the Commitment for Title Insurance issued in connection with the above referenced transaction and copies of the documents described therein, and understands that the Owner's Policy of Title Insurance issued to BUYER will contain the exceptions set forth in the Commitment, together with any additional exceptions to title resulting from the documents involved in this transaction.

- 3) **UNSURVEYED PROPERTY.** BUYER understands that an acceptable survey of the Property has not been furnished in connection with this transaction and that the Owner's Policy of Title Insurance to be issued to BUYER will not provide title insurance coverage against encroachments and/or protrusions of improvements, boundary conflicts, or other matters that would be found by a survey.



- 4) **ACCEPTANCE OF SURVEY.** BUYER has received and reviewed a copy of the survey of the Property to be used in connection with this transaction and accepts the same subject to any and all easements, encroachments, conflicts and discrepancies shown thereon. BUYER hereby releases and holds harmless TITLE COMPANY from any liability in regard to any and all survey matters. BUYER further acknowledges that TITLE COMPANY has made no representations, guarantees, or affirmations as to the sufficiency or adequacy of said survey, or the consequences of the matters shown on said survey.



- 5) **ACCEPTANCE OF PROPERTY.** BUYER accepts the Property in its present condition, acknowledges

that TITLE COMPANY has not made any representations as to the condition of the Property, and releases and holds harmless TITLE COMPANY from any and all liability in regard to the condition of the Property.

Buyer's
Initials

- 6) **PRIOR YEAR TAXES PAID.** SELLER certifies all taxes for prior years have been paid in full. The undersigned SELLER further agrees to reimburse TITLE COMPANY for any and all unpaid taxes, penalties, interest and reasonable attorneys fees due to taxes being due and/or unpaid as determined by the appropriate taxing authorities. SELLER further agrees that any default in prior payment of property taxes, either current or delinquent, will on demand be promptly reimbursed by SELLER to TITLE COMPANY.

Seller's
Initials



- 7) **CLOSING DISCLAIMER.** OLD REPUBLIC does not consider the above referenced transaction completely closed until:

- A) All title requirements are completed to the satisfaction of OLD REPUBLIC;
- B) All necessary documents are properly executed, reviewed and accepted by the parties to this transaction and by OLD REPUBLIC;
- C) All funds are collected, delivered to, and accepted by the parties to this transaction and their lienholder(s), if any.

BUYER and SELLER further recognize that OLD REPUBLIC has no obligation to defend possession of the Property, or to insure title to the Property, until such time as the requirements above have been satisfied.

- 8) **IRS REPORTING.** SELLER acknowledges having received at closing a copy of the Closing Disclosure or Settlement Statement as a Substitute Form 1099-S. In accordance with federal tax regulations, information from the Closing Disclosure or Settlement Statement will be furnished to the Internal Revenue Service.

- 9) **PAYOFF.** The amount due lienholder was furnished by the lienholder or its representative and is good only through the date shown thereon. Should there be any discrepancies, OLD REPUBLIC is authorized to disburse additional funds requested by the lienholder and adjust net due seller in a like amount. Should OLD REPUBLIC be requested to advance funds to correct this discrepancy, Seller agrees to reimburse OLD REPUBLIC.



- 10) **ATTORNEY REPRESENTATION.** BUYER may wish to consult an attorney to discuss the matters shown on Schedule B or C of the Commitment for Title Insurance that was issued in connection with this transaction. These matters will affect the title and use of the Property. The Owner's Policy of Title Insurance will be legal contract between BUYER and OLD REPUBLIC. Neither the Commitment for Title Insurance nor the Owner's Policy of Title Insurance are abstracts of title, title reports or representations of title, but rather the Commitment for Title Insurance is prepared for the benefit of OLD REPUBLIC and the Owner's Policy of Title Insurance is a contract of indemnity. No representation is made that the intended use of the Property is allowed under law or under the restrictions or exceptions affecting the Property.



- 11) **ERRORS AND OMISSIONS.** In the event that any of the documents prepared in connection with closing of this transaction contain errors which misstate or inaccurately reflect the true and correct terms, conditions and provisions of this closing, and the inaccuracy or misstatement is due to a clerical error or to a unilateral mistake on the part of OLD REPUBLIC, or to a mutual mistake on the part of OLD REPUBLIC and/or the SELLER and/or the BUYER, the undersigned agree to execute, in a timely manner, such correction documents as OLD REPUBLIC may deem necessary to remedy such inaccuracy or misstatement.

Christian V Collings

Shawn T Collings

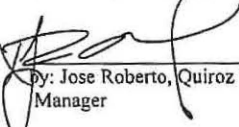
STATE OF TEXAS

COUNTY OF COMAL

Sworn to and subscribed before me by the said Christian V Collings and Shawn T Collings, on this 22nd day of June, 2021, who further acknowledged to me that he/she/they executed same for the purposes and consideration therein expressed.

Notary Public State of Texas

QMG Properties, LLC



By: Jose Roberto, Quiroz Mata,
Manager