

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

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

**Comal County Environmental Health
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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
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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: 117130
Issued This Date: 07/05/2024
This permit is hereby given to: MEEKA N. HARRISON E. DANIEL

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

475 CANNAN RD
CANYON LAKE, TX 78133

Subdivision: Ralph Souter Survey #20, A-518
Unit: 0
Lot: 0
Block: 0
Acreage: 29.9000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

RECEIVED

By Kathy Griffin at 10:11 am, Jan 30, 2024



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

		117130
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

Instructions:

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

OSSF Permit

- ☒ Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate
- ☒ Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer
- ☒ Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.
- ☒ Required Permit Fee - See Attached Fee Schedule
- ☒ Copy of Recorded Deed
- ☒ Surface Application/Aerobic Treatment System
 - ☒ Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public
 - ☒ Signed Maintenance Contract with Effective Date as Issuance of License to Operate

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

Signature of Applicant

1/29/2024

Date

☐ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

☐ INCOMPLETE APPLICATION
(Missing Items Circled, Application Refeused)



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date January 10, 2024

Permit Number 117130

1. APPLICANT / AGENT INFORMATION

Owner Name MEEKA NICOLE DANIEL & HARRISON ELLIOT DANIEL
Mailing Address C/O 479 PIN OAK TRAIL
City, State, Zip NEW BRAUNFELS, TX 78132
Phone # 281-798-3291
Email dkc5400@gmail.com

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

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____
Survey Name / Abstract Number RALPH SOUTER SURVEY NO. 20, A-518 Acreage 29.9
Address 475 CANNAN ROAD City CANYON LAKE State TX Zip 78133

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 5

Indicate Sq Ft of Living Area 4348

☐ 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: \$ 850,000 (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 Collection

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.

Meeke Daniel
Signature of Owner

1/19/24
Date

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

APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATEPlanning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) NUWATER B-800-PCS Absorption/Application Area (Sq Ft) 6433Gallons Per Day (As Per TCEQ Table III) 360

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

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

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

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

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

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

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

Is the property located over the Edwards Contributing Zone? ☒ Yes ☐ NoIs there an existing TCEQ approval CZP for the property? ☐ Yes ☒ No

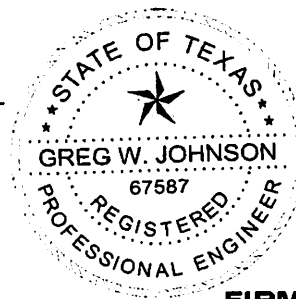
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP)

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

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

Is this property within an incorporated city? ☐ Yes ☒ No

If yes, indicate the city: _____

**FIRM #2586**

By signing this application, I certify that:

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

Signature of Designer _____

Date January 10, 2024

AFFIDAVIT**THE COUNTY OF COMAL
STATE OF TEXAS****CERTIFICATION OF OSSF REQUIRING MAINTENANCE**

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

I

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

II

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

_____ UNIT/PHASE/SECTION _____ BLOCK _____ LOT _____ SUBDIVISION

IF NOT IN SUBDIVISION: 29.9 ACREAGE RALPH SOUTER SURVEY NO. 20, A-518 SURVEY

The property is owned by (insert owner's full name): MEEKA NICOLE DANIEL & HARRISON ELLIOT DANIEL

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

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

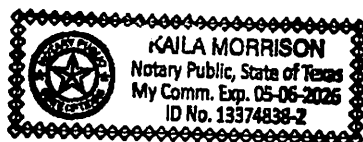
WITNESS BY HAND(S) ON THIS 19th DAY OF January, 20 24

[Signature]
Owner(s) signature(s)

Meeka Daniel
Owner (s) Printed name (s)

Meeka Daniel SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 19th DAY OF January, 20 24

[Signature]
Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koeppe, County Clerk
Comal County, Texas
01/29/2024 08:05:44 AM
MARY 1 Pages(s)
202406002502



Bobbie Koeppe

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer MEEKA NICOLE & HARRISON E. DANIEL
Site Address 475 CANNAN ROAD
City CANYON LAKE Zip 78133
Mailing Address _____
County COMAL Map # CCEO 31 D4
Phone _____
Email _____

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

II. Effective Date:

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

III. Termination of Agreement:

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

IV. Services:

Contractor will:

a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.

b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.

c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system 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:

ME

RC



Customer's Initials

Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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



Customer's Initials



RC

Contractor's Initials

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

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to Indemnities with respect to all rights Indemnities may have against third parties with respect to matters as to which Customer provides indemnity and/or defense to Indemnities. No Indemnification is provided to Indemnities 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 Indemnities of and from any action that is subject to this Indemnification provision. Indemnities 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:

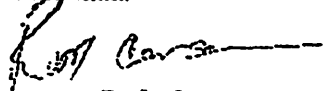
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

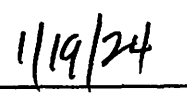
This agreement contains the entire Agreement of the parties, and there are no other conditions in any other agreement, oral or written.


Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036



Customer Signature


11/19/24

Date



Customer's Initials



RC

Contractor's Initials

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: January 09, 2024

Site Location: 29.9 ACRES OUT OF THE RALPH SOUTER SURVEY No. 20, A-518

Proposed Excavation Depth: N/A

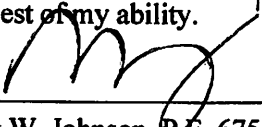
Requirements:

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

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 6"	BROWN
1						
2						
3						
4						
5						

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

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



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

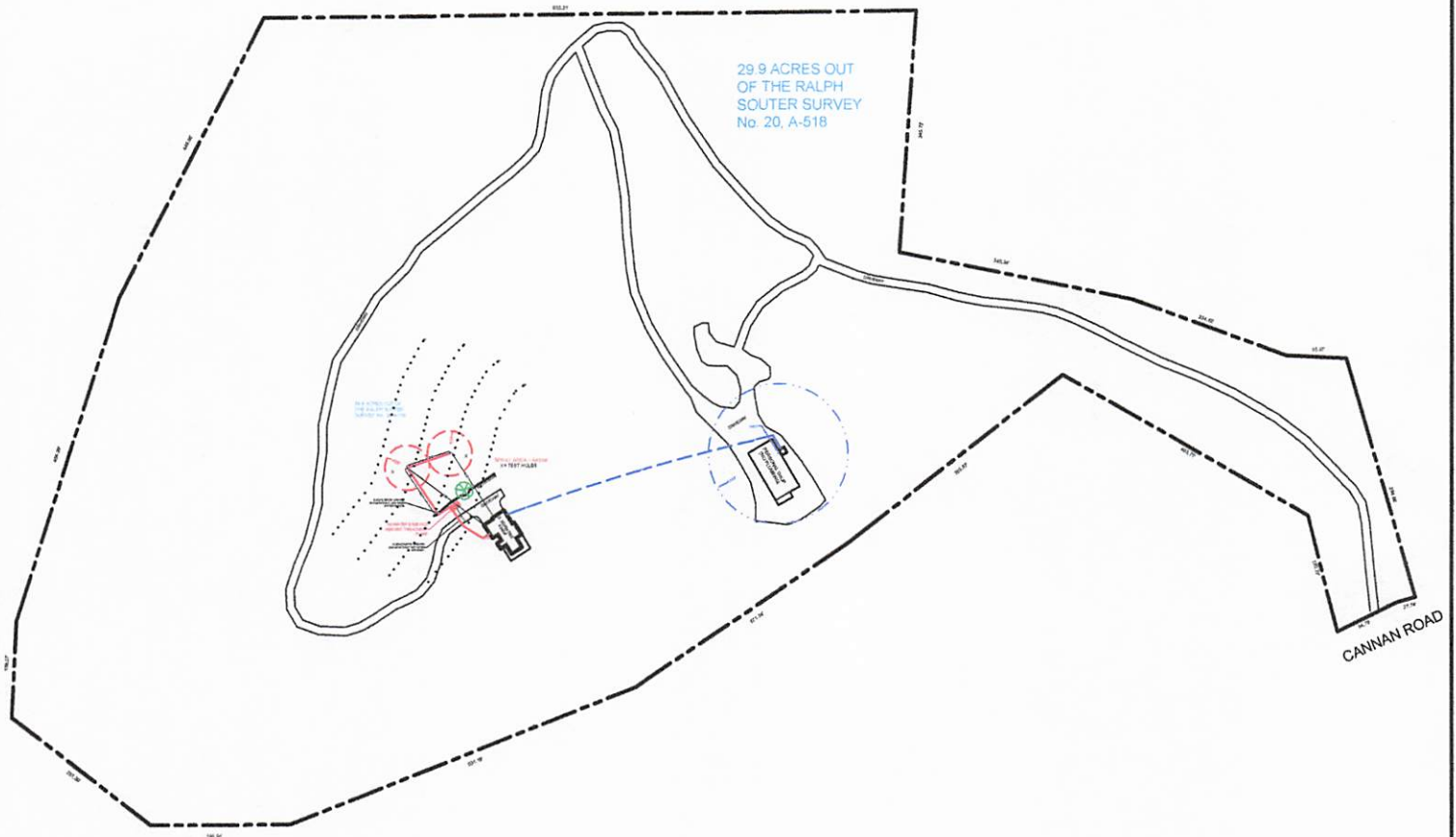
1/9/24

Date

RECEIVED

By Brandon Olvera at 2:58 pm, Mar 20, 2025

#117130



OWNER:	MEEKA NICHOLE & HARRISON ELLIOT DANIEL	DRAWN BY:	EJS III
STREET ADDRESS:	475 CANNAN ROAD		
LEGAL DESC:	RALPH SOUTER SURVEY No. 20, A-518	ACREAGE:	29.9
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	N.T.S.
	DATE:	1/10/2024	2nd REVISION:
			3/11/2025

RECEIVED

By Brandon Olvera at 2:58 pm, Mar 20, 2025

29.9 ACRES OUT OF
THE RALPH SOUTER
SURVEY No. 20, A-518

SPRAY AREA = 6433sf
X= TEST HOLES

SLEEVE SEPTIC LINE WITH
SCH-40 WITHIN 5' AND UNDER
BUTTER BLOCKS.

NUWATER B-800 PCS
AEROBIC TREATMENT
PLANT

SLEEVE SEPTIC LINE WITH
SCH-40 WITHIN 5' AND UNDER
DRIVEWAY.



OWNER:	MEEKA NICHOLE & HARRISON ELLIOT DANIEL	DRAWN BY:	EJS III
STREET ADDRESS:	475 CANNAN ROAD		
LEGAL DESC:	RALPH SOUTER SURVEY No. 20, A-518	ACREAGE:	29.9
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=50'
		DATE:	1/10/2024
		2nd REVISION:	3/11/2025

Assembly Details

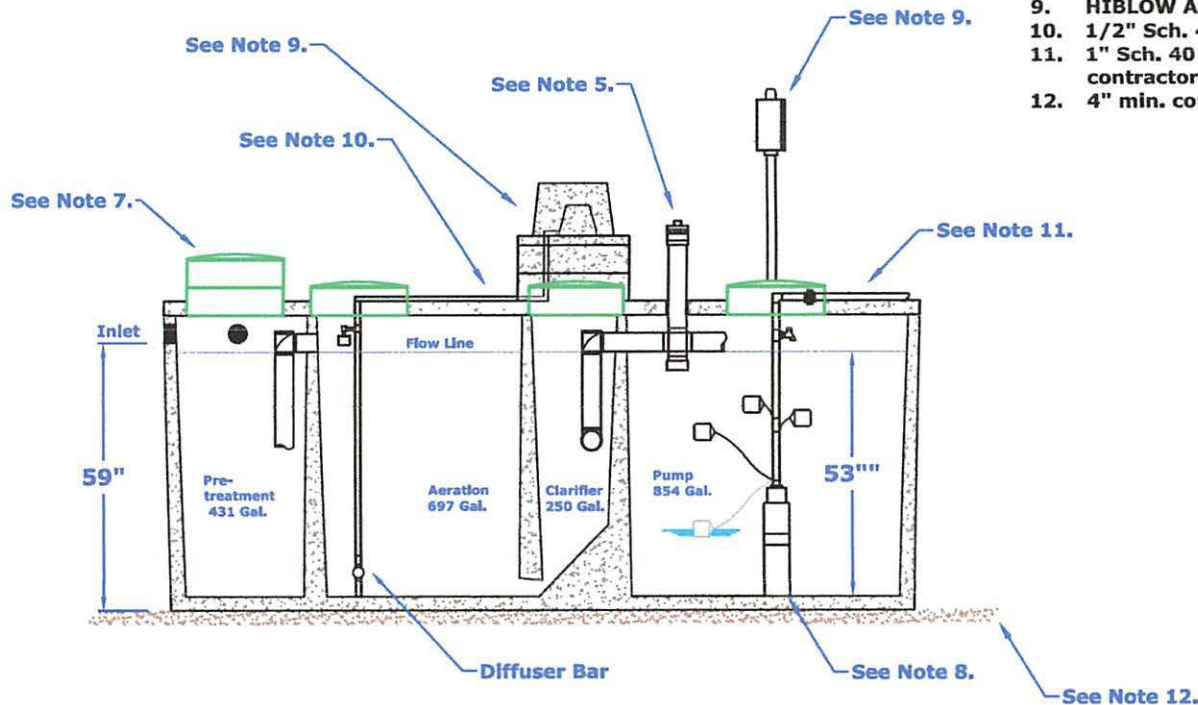
OSSF

DIMENSIONS:

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

MINIMUM EXCAVATION DIMENSIONS:

Width: 87"
Length: 177"



GENERAL NOTES:

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



NuWater B-800
Aerobic Treatment Plant (Assembled)

Model: B-800

March, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B800-2

Advantage
Wastewater Solutions Inc.

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

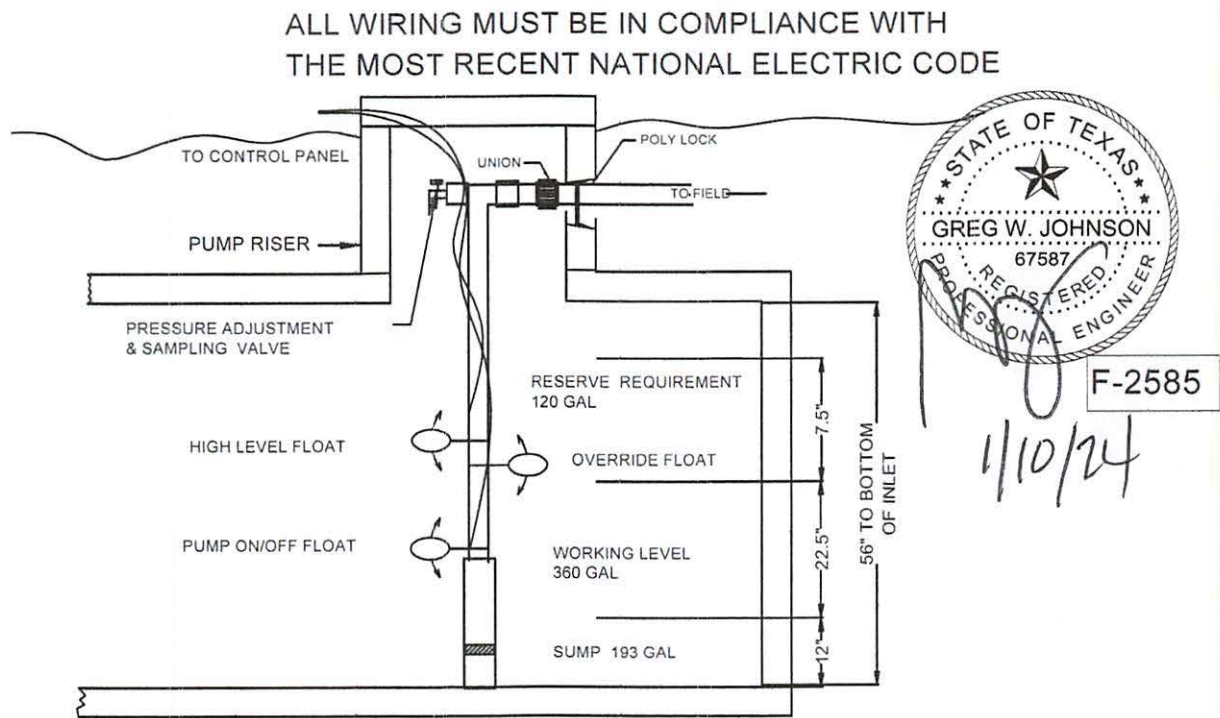
TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

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



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

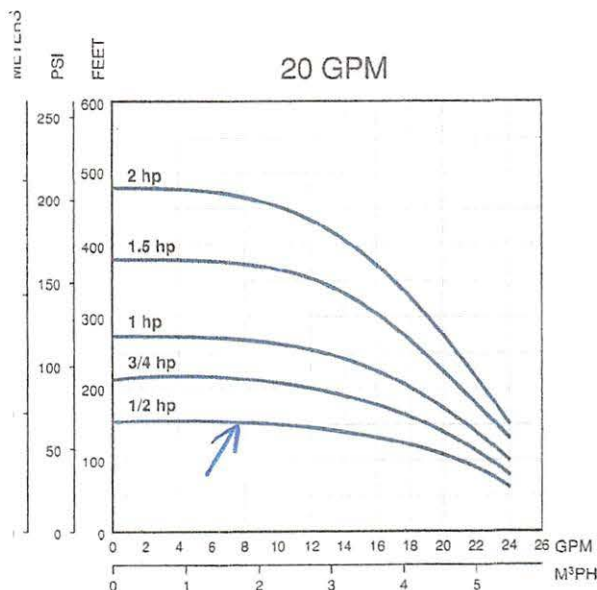
Thermoplastic Performance

LOW ANGLE NOZZLE PERFORMANCE CHART

Nozzle	PSI	Radius	GPM
#1	30	22'	1.5
	40	24'	1.7
	50	26'	1.8
	60	28'	2.0
#3	30	29'	3.0
	40	32'	3.1
	50	35'	3.5
	60	37'	3.8
#4	30	31'	3.4
	40	34'	3.9
	50	37'	4.4
	60	38'	4.7
#6	40	38'	6.5
	50	40'	7.3
	60	42'	8.0
	70	44'	8.6

KRAIN
Pro-Plus

✱



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



COMAL COUNTY

ENGINEER'S OFFICE

RE: ***29.9 acres, more or less, out of
98.57 acres, more or less, situated in the
Ralph Souter Survey No. 20, Abstract No. 518***

Dear Property Owner & Agent,

Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

- ✓ Please refer to the letter below from our coordinator in charge of addressing.
- ✓ TAC 285.91(10) Table X:
 - a. There is a 5 ft. separation distance between surface improvements and sewer pipe with water-tight joints.
 - b. Is the pipe under the butter blocks going to be sleeved or schedule 80?

Please make the necessary revisions and submit again.

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 | f: 830-608-2078 | e: olverb@co.comal.tx.us |

Olvera,Brandon

From: Matheney,Heather
Sent: Monday, February 5, 2024 10:03 AM
To: Olvera,Brandon
Cc: Helms,Avery; Braun,Holly
Subject: OSSF 117130

Brandon,

 The address listed on this permit, 475 CANNAN RD, does not exist. To move forward with a valid address the property owner must complete an Address Request Form.

Thank you,

Heather Matheney

GIS Analyst I, Comal County
195 David Jonas Drive
New Braunfels, TX 78132
830-608-2090
www.cceo.org

VOID

29.9 ACRES OUT
OF THE RALPH
SOUTER SURVEY
No. 20, A-518

CANNAN ROAD



OWNER: MEEKA NICHOLE & HARRISON ELLIOT DANIEL		DRAWN BY: EJS III	
STREET ADDRESS: 475 CANNAN ROAD			
LEGAL DESC: RALPH SOUTER SURVEY No. 20, A-518			ACREAGE: 29.9
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 1/10/2024	REVISED:



DRIVEWAY

29.9 ACRES OUT OF
THE RALPH SOUTER
SURVEY No. 20, A-518

VOID

RAY AREA = 6433
X = T HOLES

NUWATER B-800 PCS
AEROBIC TREATMENT
PLANT

SLEEVE SEPTIC LINE WITH
SCH-40 WITHIN 5' AND UNDER
DRIVEWAY.

5 BDRM RES.
4348sf
C/O



OWNER:	MEEKA NICHOLE & HARRISON ELLIOT DANIEL	DRAWN BY:	EJS III
STREET ADDRESS:	475 CANNAN ROAD		
LEGAL DESC:	RALPH SOUTER SURVEY No. 20, A-518	ACREAGE:	29.9
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=50'
		DATE:	1/10/2024
		REVISED:	

RECEIVED

By Brandon Olvera at 1:16 pm, Feb 21, 2024

117130

29.9 ACRES OUT
OF THE RALPH
SOUTER SURVEY
No. 20, A-518

VOID



OWNER: MEEKA NICHOLE & HARRISON ELLIOT DANIEL		DRAWN BY: EJS III	
STREET ADDRESS: 475 CANNAN ROAD			
LEGAL DESC: RALPH SOUTER SURVEY No. 20, A-518			ACREAGE: 29.9
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 1/10/2024	REVISED: 2/14/2024

RECEIVED

By Brandon Olvera at 1:16 pm, Feb 21, 2024

DRIVEWAY

94'

96'

98'

100'

29.9 ACRES OUT OF
THE RALPH SOUTER
SURVEY NO. 20, A-518

VOID

SLEEVE SEPTIC LINE WITH
SCH-40 WITHIN 5' AND UNDER
B. BLOCKS.

RAY AREA = 6433
= TEST HOLES

NUWATER B-800 PCS
AEROBIC TREATMENT
PLANT

5 BDRM RES
43248sf

SCH-40 WITHIN 5' AND UNDER
DRIVEWAY.



OWNER:	MEEKA NICHOLE & HARRISON ELLIOT DANIEL			DRAWN BY:	EJS III
STREET ADDRESS:	475 CANNAN ROAD				
LEGAL DESC:	RALPH SOUTER SURVEY No. 20, A-518			ACREAGE:	29.9
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=50'	DATE:	1/10/2024
				REVISED:	2/14/2024



COMAL COUNTY

ENGINEER'S OFFICE

June 28, 2024

Harrison & Meeka Daniel
475 Cannan Rd.
Canyon Lake, TX 78133

Re: Assigned Address

To Whom It May Concern:

Please be advised the request for a physical address on the property referenced below has been approved. The address assigned to the property is:

Property ID	Legal Description	Assigned Address
468952	A-518 SUR- 20 R SOWTER, ACRES 29.9	475 CANNON RD CANYON LAKE, TX 78133

Please display this address where it is visible from the road with 6" or larger reflective numbers so emergency personnel can easily locate the property should there be an emergency. Check with your local post office to verify the correct city and zip code before using the assigned address for mailing purposes. If you receive mail at a post office box, your mailing address will not change. In this case the address listed above will be used for location purposes only.

If you have questions or need further assistance, please let us know.

Sincerely,

Avery Helms
GIS Technician- Address Coordinator

Cc:

- ❖ Comal Appraisal District
- ❖ Bexar Metro 9-1-1
- ❖ United States Postal Service
- ❖ PEC

GENERAL WARRANTY DEED

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

Date: May 16, 2023

Grantor: Frederick W. Zimmerman

Grantor's Mailing Address: 6760 Portwest Drive, Houston, Texas 77024

Grantee: Meeka Nicole Daniel and Harrison Elliott Daniel

Grantee's Mailing Address: 2662 FM 2438 Seguin, Texas 78155

Consideration: Cash and a note of even date executed by Grantee and payable to the order of Capital Farm Credit. ACA. As agent/nominee ("Lender") in the principal amount of One Million Dollars and 0/100 (\$1,000,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a Deed of Trust of even date from Grantee to Jeffrey C. Norte, Trustee.

Property (including any improvements):

Being all of that certain tract or parcel of land containing 29.9 acres, more or less, out of 98.57 acres, more or less, situated in the Ralph Souter Survey No. 20, Abstract No. 518, in Comal County, Texas, said tract being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property.


Exceptions to Conveyance and Warranty: Permitted Exceptions on Exhibit "B" attached hereto.

Grantor, for the Consideration, grants, sells, and conveys to Grantee the Property, together with, all and singular, the improvements thereon and all rights and appurtenances thereto in anyway belonging, to have and to hold it to Grantee and Grantee's heirs, legal

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

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor. The vendor's lien against and superior title to the Property are retained until the note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTOR:

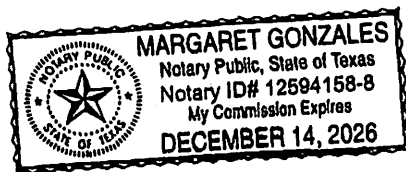


Frederick W. Zimmerman

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 16th day of May, 2023, by Frederick W. Zimmerman.

(Notary Seal)





Notary Public of the State of Texas

EXHIBIT "A"

Being a 29.900 acre tract of land situated in the Ralph Sowter Survey No. 20, Abstract No. 518, Comal County, Texas and being out of that certain 98.570 acre tract of land recorded in Document No. 202006041849, Official Public Records, Comal County, Texas, said 29.900 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at an iron rod set in the south line of Lot 22E, Emerald Valley Subdivision recorded in Volume 13, Page 372, Map & Plat Records, Comal County, Texas, a north line of the above referenced 98.570 acre tract and northwest corner of the herein described tract, from which a 1/2" iron rod found for the northwest corner of said 98.570 acre tract, bears S89°31'26"W, a distance of 1063.22';

THENCE with the south line of Emerald Valley Subdivision (original plat recorded in Volume 6, Page 45, Map & Plat Records, Comal County, Texas) and north lines of said 98.570 acre tract the following courses and distances:

N 89° 31' 26" E, a distance of 737.46' to a 3/8" iron rod found;

and N 89° 18' 42" E, a distance of 195.75' to an iron rod set for the northernmost northeast corner of the herein described tract;

THENCE severing said 98.570 acre tract the following courses and distances:

S 04° 00' 46" W, a distance of 345.73' to an iron rod set;

S 78° 35' 04" E, a distance of 340.34' to an iron rod set;

S 69° 59' 49" E, a distance of 234.62' to an iron rod set;

and S 87° 18' 42" E, a distance of 86.06' to a 1/2" iron rod found for the northwest corner of a called 2.334 acre tract of land recorded in Document No. 202106012400, Official Public Records, Comal County, Texas and easternmost northeast corner of the herein described tract;

THENCE with the west line of said 2.334 acre tract, S 16° 11' 27" E, at 294.66' a 1/2" iron rod found for the northwest corner of a called 0.238 acre tract of land recorded in Document No. 202106012400, Official Public Records, Comal County, Texas, the southwest corner of said 2.334 acre tract, at 324.75' a 60D nail found for the southwest corner of said 0.238 acre tract and continuing and crossing Cannan (County) Road, 30' wide as referenced in Doc. No. 200006002558, Official Public Records, Comal County, Texas and also a called gravel road in Volume 813, Page 60, Deed Records, Comal County, Texas a total distance of 354.03' to an iron rod set in a northerly line of a called 5.005 acre tract of land recorded in Document No. 202106065219, Official Public Records, Comal County, Texas, a southerly line of said 98.570 acre tract, called south right-of-way line of Cannan Rd. and southeast corner of therein described tract;

THENCE with northerly lines of said 5.005 acre tract, southerly lines of said 98.570 acre tract and called south right-of-way line of Cannan Road the following courses and distances:

S 74° 29' 27" W, a distance of 27.64' to a 1/2" iron rod found;

and S 63° 28' 55" W, a distance of 94.75' to a 1/2" iron rod found with a yellow "WCR" plastic cap for the southeast corner of that certain 12.794 acre tract of land recorded in Document No. 202106032441, Official Public Records, Comal County, Texas and southerly corner of the herein described tract;

THENCE crossing Cannan Rd. with easterly and northerly lines of said 12.794 acre tract the following courses and distances:

N 14° 22' 51" W, a distance of 170.77' to a 1/2" iron rod found with a yellow "WCR" plastic cap;

N 60° 20' 31" W, a distance of 403.71' to a 1/2" iron rod found with a yellow "WCR" plastic cap;

S 52° 06' 41" W, a distance of 385.87' to a MAG nail found;

S 55° 52' 10" W, a distance of 371.54' to a 1/2" iron rod found with a yellow "WCR" plastic cap;

and S 68° 27' 44" W, a distance of 531.19' to a 1/2" iron rod found with a yellow "WCR" plastic cap for the northwest corner of said 12.794 acre tract and a southerly corner of the herein described tract;

THENCE severing said 98.570 acre tract the following courses and distances:

S 89° 58' 54" W, a distance of 198.94' to an iron rod set;

N 52° 10' 27" W, a distance of 251.39' to an iron rod set;

N 02° 39' 50" E, a distance of 138.27' to an iron rod set;

N 17° 37' 55" E, a distance of 484.37' to an iron rod set;

and N 27° 27' 51" E, a distance of 449.86' to the POINT OF BEGINNING containing 29.900 acres of land.

EXHIBIT "B"

1. Restrictive covenants of record in Document No. 202106032440 and Document No. 202106032442, both of Official Public Records of Comal County, Texas.
2. An undivided one-sixteenth (1/16) royalty interest in all oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded in Volume 101, Page 11 of the Deed Records of Comal County, Texas.
3. Roadway easement reserved by Guadalupe Canyon Ranch and the owners of property adjacent to said roadway, in instrument dated June 10, 1961, recorded in Volume 124, Page 24 of the Deed Records of Comal County, Texas.
4. Ingress and egress easement granted to Hollis H. Sturdivant and Helen Sturdivant, by instrument dated September 27, 1978, recorded in Volume 278, Page 827 of the Deed Records of Comal County, Texas.
5. All oil, gas and other minerals, together with all rights relating thereto, express or implied, conveyed in instrument recorded in Volume 415, Page 656 of the Official Public Records of Comal County, Texas.
6. All oil, gas and other minerals, together with all rights relating thereto, express or implied, reserved in instrument recorded under Document No. 201106015346 of the Official Public Records of Comal County, Texas.
7. Utility easement granted to Pedernales Electric Cooperative, Inc., by instrument dated October 31, 2012, recorded under Document No. 201206040048 of the Official Public Records of Comal County, Texas.
8. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
9. Building setback 75 feet in width along the FM 306, Cannan Road, and any adjacent property Owner's property line(s), as set forth in instrument recorded under Document No. 202106032440 of the Official Public Records of Comal County, Texas.
10. Subject to all definitions, easements, covenants, limitations, conditions, rights, privileges, obligations, liabilities, and all other terms and provisions of that certain Declaration of Covenants, Conditions and Restrictions of Ranches at Maricopa, recorded under Document No. 202106032440 of the Official Public Records of Comal County, Texas.
11. The terms, conditions and stipulations of that certain Declaration and Agreement for the Ranches at Maricopa Wildlife Management Property Association dated June 16, 2021, recorded under Document No. 202106032442 of the Official Public Records of Comal County, Texas.

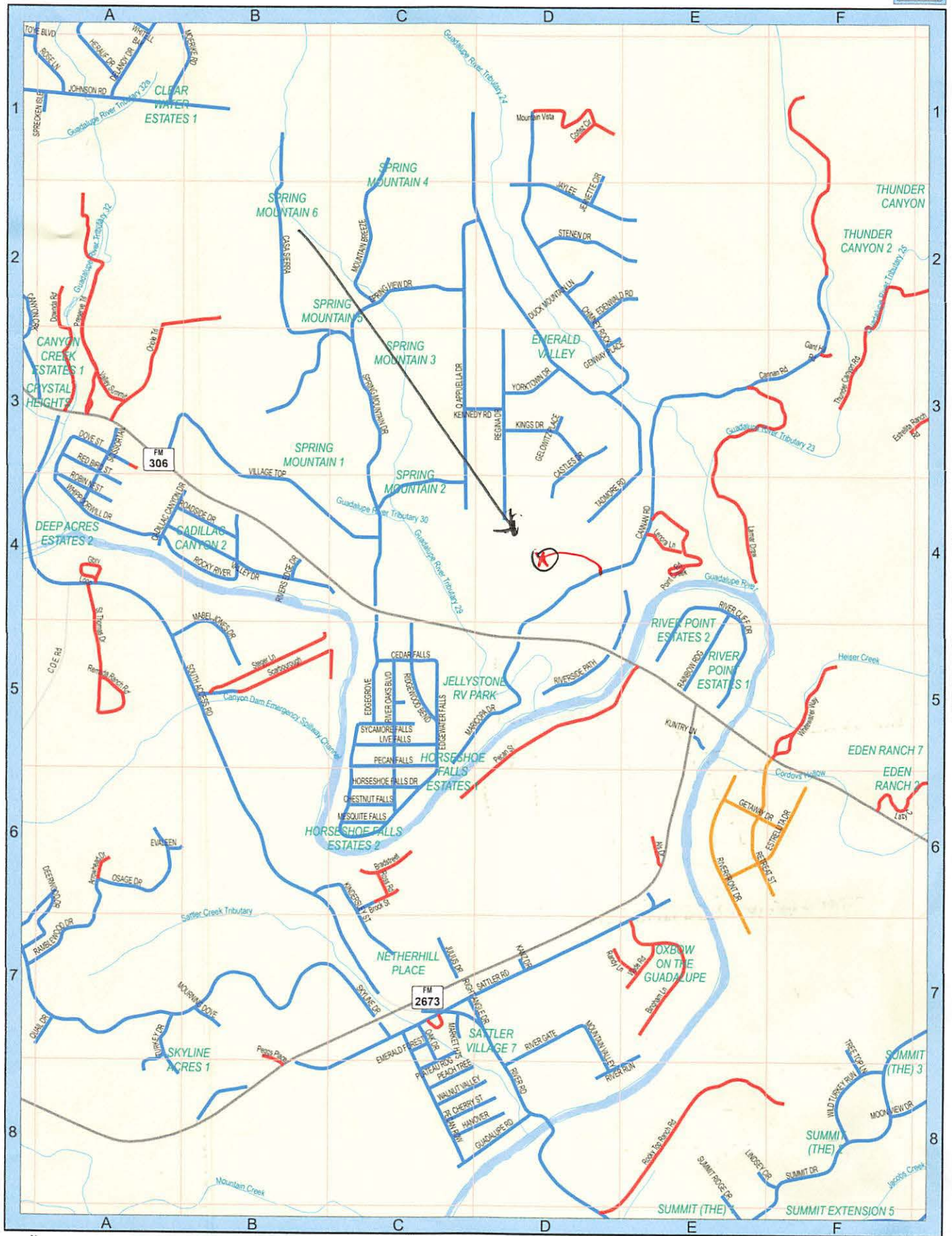
12. The terms, conditions and stipulations of that certain Temporary Surface Access Agreement by and between Frederick W. Zimmerman, Seller, and Meeka Nicole Daniel and Harrison Elliott Daniel, Buyer, dated March 23, 2023, for access to Seller's adjacent 15.5 acre tract of land.
13. Any and all leases, recorded or unrecorded, with rights of tenants in possession.
14. Rights of others in and to Cannan Road 60' wide right of way across subject property as shown on survey dated April 3, 2023, prepared by Christopher Jurica, Registered Professional Land Surveyor No. 6344 ("the Survey").
15. Encroachment or protrusion of pipe across the southeast property line as shown on the Survey.

11-GF# 2023069116 M067
Return to: Heritage Title
200 W 6th Street, Suite 1600
Austin, TX 78701

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/17/2023 10:13:17 AM
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SEE PAGE 32