

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: 117785
Issued This Date: 08/27/2024
This permit is hereby given to: Toll Southwest, LLC

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

8238 SWIFT BEAR
SAN ANTONIO, TX 78266

Subdivision: Enchanted Bluff - Enclave
Unit: 1
Lot: 26
Block: 0
Acreage: 0.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

Date 8/1/24 Permit # 117785

Owner Name <u>Toll Southwest LLC</u>	Agent Name <u>South Texas Wastewater Treatment</u>
Mailing Address <u>15347 San Pedro Avenue</u>	Agent Address <u>PO Box 1284</u>
City, State, Zip <u>Hill Country Village, TX 78232</u>	City, State, Zip <u>Boerne, TX 78006</u>
Phone # _____	Phone # <u>(830) 249-8098</u>
Email _____	Email <u>diandra@stwastewater.com</u>

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

Subdivision Name Enchanted Bluff - Enclave Unit 1 Lot 26 Block _____
Acreage/Legal _____
Street Name/Address 8238 Swift Bear City San Antonio Zip 78266

Type of Development:

☒ Single Family Residential

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

Number of Bedrooms 5

Indicate Sq Ft of Living Area 5200

☐ 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: \$ _____ (Structure Only)

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

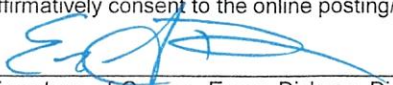
☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water ☒ Public ☐ Private Well

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

By signing this application, I certify that:

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


Signature of Owner Emma Dickson, Director

8/2/24
Date

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

Planning Materials & Site Evaluation as Required Completed By South Texas Wastewater Treatment

System Description Aerobic/ Surface Spray

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

Tank Size(s) (Gallons) 750/1000 Absorption/Application Area (Sq Ft) 8481

Gallons Per Day (As Per TCEQ Table III) 420

(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

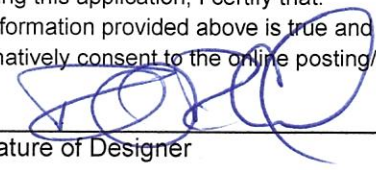
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

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

Date

Page 2 of 2

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

II

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

Lot 26 Block Subdivision Enchanted Bluff - Enclave Unit 1

not in Subdivision: Acres Survey

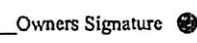
The property is owned by Toll Southwest, LLC

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.

Emma Dickson, Director

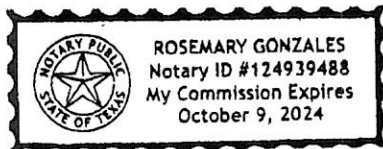
Owner Name *E. Dickson* Owner Signature 

Owners Name Owners Signature 

This instrument was acknowledged before me on: 2 Day of August, 20 24

Rose Gonzales Notary's Printed Name

Rosemary Gonzales Notary Public, State of Texas
Commission Expires: 10/9/24



Affix Notary Stamp Above

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/02/2024 11:42:02 AM
TERRI 1 Pages(s)
202406023151



Bobbie Koepp

South Texas Waste Water Treatment, LLC
PO Box 1284
Boerne, TX 78006

Phone: (830) 249-8098

Date Printed: 7/17/2024

Customer ID: 8127

Site: 8238 Swift Bear, San Antonio, TX 78266

To: Toll Southwest LLC
15347 San Pedro Avenue
San Antonio, TX 78232

County: Comal
Subdivision: Enchanted Bluff - Enclave 1

Installed by: Ronald R Graham
Contract with: South Texas Waste Water Treatment, LL
Treatment Type: Aerobic / Disposal: Surface Application
MFG: Jet, Inc. / Brand: / S#:
Disinfectant: Chlorine

Contract Period

through

NO PERMIT ON FILE

Agency: Comal County Environmental
3 visits per year - one every 4 months

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referenced name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter 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 Dates: This agreement commences and ends as noted above. The date of commencement will be the date the "License to Operate" was issued by the permitting authority. The 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 as stated in our PROPOSAL AND CONTRACT FOR SERVICES.

III. Renewal: This Agreement can renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.

IV Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days 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. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$135.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.

V. Services: Contractor will:

- 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 regulations approximately every four months.
- Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.
- Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. If the technician receives approval after he leaves the property, a service call charge of \$165.00 to return to the property will be added to the final bill. If warranted items are required to be replaced within 30 days of installation, labor will not be charged. After 30 days, labor will be charged according to the service agreement.
- Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.).
- Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.
- Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request.

Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

VI. Disinfection: Not Required, X Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it, Contractor will add 6 tablets of chlorine at routine services (See Section V Sub-section A) **INITIAL**

VII. Electronic Monitoring is X is not included in this Agreement.

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

- If this is an initial agreement (new installation):
 - Contractor's receipt of a fully executed original copy or email of this agreement and all documentation requested by Contractor.
 - Contractor providing the equipment and installation for this OSSF.
 - Contractor's receipt of payment in full for the equipment and installation.
 - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in section XIV of this Agreement.
- If this is not an initial agreement (existing system):
 - Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
 - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement
- If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.

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

- DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.**
- Provide all necessary yard or lawn maintenance and the 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.
- Protect equipment from physical damage including but not limited to that damage caused by insects.
- Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
- Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

- F. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
- G. 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. Sub-section D above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$165.00 per hour plus the associated fees for laboratory testing.
- H. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
- I. Prevent the condensate 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.
- J. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- K. Maintain site drainage to prevent adverse effects on the OSSF.
- L. Pay promptly and fully, all Contractor's 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 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. **IF SPECIAL ARRANGEMENTS ARE REQUESTED (any advance or prior notice or contacting of owner/resident in order to enter property to perform routine service visit, (locked gates, biting dogs, appointment to enter, to call on the way, etc.) or if any part of the system is located behind a locked door (garage, etc.) -THERE IS AN ADDITIONAL CHARGE.** 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 proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$165.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water air or gas lines, etc.), or for the uneven settling of the soil.

XI **SETTLING: Some settling around tanks is to be expected. South Texas Waste Water Treatment LLC is not responsible for any settling post installation and county licensing. It is the responsibility of homeowner/landscaper to resolve.**

XII. **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.

XIII. **Severability:** If any provision of this "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 this "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.

XIV **Fee for Services:** The fee for the basic Services described in this Agreement is _____. This fee does not include any equipment, materials, or labor necessary for non-warranty repairs and/or any other on-site visit, other than required regularly Scheduled Inspections (see Section V, item A), and will incur a service call fee of 165.00, plus parts and labor.

XV. **Payment:** Payment of Fee for Services for the original term as stated above is to be made as follows:

☒ X Included in PROPOSAL AND CONTRACT

_____ Full amount due upon signature (Required of new Customer)

_____ Payments of \$_____ due upon receipt of invoice. (Payment terms for renewal of agreement.)

Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a 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). Any check returned to Contractor for any reason will be assessed a \$45.00 returned check fee.

XVI. **Application of Transfer of payment:** The fees paid for this agreement are not refundable, however, the agreement is transferable. Customer will advise 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 received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned 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.

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

R. Bruce Colabe

Name

Date

OSSF Installer II, Lic OS0004815, and, OSSF Site Evaluator, Lic OS0012360

exp 1/31/2027

exp 12/31/2026

Certified Service Provider for: Jet Inc. Member: Texas On-Site Wastewater Association and National On-site Wastewater Recycling

Acceptance of Agreement: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to perform the Services as specified. It is understood and agreed that this work is not provided for in any other agreement and no contractual rights arise until this "Agreement" is accepted in writing AND payment is made as outlined above.

Emma Dickson 8/2/24
Customer Emma Dickson, Director Date

mforan@tollbrothers.com

E-Mail

CONTACT PHONE NUMBERS:

Gate Codes for:

#1 Trevor Spradling - (210) 887-5781

SubDivision Enchanted Bluff

#2 Michael McCalister - (210) 373-6254

Property 8238 Swift Bear

RECEIVED

By Brenda Ritzen at 10:04 am, Dec 23, 2024



**South Texas
Waste Water Treatment, LLC**

PO Box 1284 Boerne, TX 78006: (830) 249-8098

23 December 2024

Comal County Engineers Office
Environmental Health
New Braunfels TX 78132

Permit # 117785
8238 Swift Bear
Enchanted Bluff – Enclave 1
Lot 26

South Texas Waste Water Treatment, as the installer for an Aerobic Septic System with surface disposal for a home, respectfully requests a variance allowing the separation distance between the property line and the edge of the surface application area be reduced to 10ft setback. There will be a commercial timer with battery backup installed on this system so that spray would be disposed of between midnight and 5am.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Ronald R. Graham'.

Ronald R Graham, Registered Sanitarian
South Texas Waste Water Treatment, LLC.
Registration Number 3741, State of Texas

30 TAC CH 285 Table X - Separation distance may be reduced to 10 feet when sprinkler operation is controlled by commercial timer.

SOUTH TEXAS WASTE WATER TREATMENT, LLC.

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

SITE EVALUATION INFORMATION SHEET

Toll Brothers San Antonio
15347 San Pedro Ave
San Antonio, TX 78209
c/o

SITE: 332 Restless Wind
Serenity Oaks 4
Lot 117
Comal County, TX

Date of Site Evaluation: 8 July 2024

Within 100-year Flood Zone: NO
Edwards Recharge Zone: NO

FIR Map: 4825C9C0300F
USGS Map: Index Map

Profile Holes: 8"-10" medium brown silty clay loam with scattered fractured limestone at surface and some slab limestone.

Soil Texture Analysis: Class _____ **Suitable:** NO
Soil Structure Analysis: Unsuitable for conventional septic

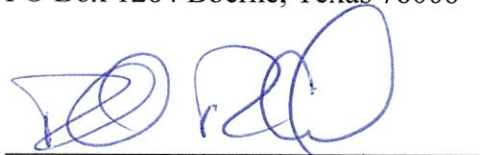
Structureless _____
Weak _____ Moderate _____ Strong _____
Blocky _____
Platy _____
Massive _____

Restrictive Horizon: None Found
Rock or Fractured Rock:
Clay 40% or more:
Ground Water

Depth: Surface

Brief Description: No sensitive features noted at time of site evaluation. No physical drainage features on lot.

This site was evaluated by:
South Texas Waste Water Treatment, LLC.
Ronald R. Graham, Site Evaluator
Registration Number 19772, State of Texas
PO Box 1284 Boerne, Texas 78006



Ronald R. Graham, RS

7.17.24

Date

Attachments:

Drawing No. 8127R0 dated 16 JUL 2024

SOUTH TEXAS WASTE WATER TREATMENT, LLC.

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

16 July 2024

JET 750/1000 HOME WASTEWATER TREATMENT SYSTEM DESIGN SPRINKLER SYSTEM

Toll Brothers San Antonio
15347 San Pedro Ave
Hill Country Village, TX 78232

SITE: 8238 Swift Bear
Enchanted Bluff – Enclave 1
Lot 26
Comal County, TX

This design includes an attached drawing No. 8127R0 dated 15 JUL 2024

Design Specifications:

Estimated average daily wastewater flow: 5 Bedroom 5,200sf home
(420 GPD) Treatment of 720 GPD

Jet 750 ATU

Pump tank/chlorine contact chamber capacity: 1000 gallons

Design application rate: 0.064 gal./sq.ft./day

Dosing cycle quantity: 120-130 gallons

Number of dosing cycles per day: three (3)

Type of float switch: mercury float switch

Design pressure head: 40 psi at sprinkler head

Dosing pump capacity: Little Giant WE20G05P4-20-20.0gpm

NSF Certified Tablet Chlorinator: installed at inlet of pump tank

Safety lid installed on Chlorifier

Maximum slope of the field: <15 percent

Means of preventing syphoning: hose bib

Diameter of supply pipe: 1 inch

Pressure adjusting valves to be installed: hose bib

Safety Lid installed on Clarifier

Offsets: property lines, wells, easements, water lines, structures,
swimming pools, ponds, etc shall be strictly adhered to as required by
latest Texas Commission on Environmental Quality OSSF Regulations.



17 JUL 24
[Signature]

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

Calculation of Field Size

Five-bedroom house consisting of 5,200sf – allow for 4200 GPD effluent flow. Assume
an application rate of 15.6 sf per gallon per day.

$$420 \div 0.064 = 6,563 \text{ sf}$$

We are installing 3 sprinkler heads, capable of 2gpm each, all with a 30' radius, spraying
a full circle. The area measured by AutoCAD is:

$$A = 8,481 \text{ sf}$$

Pipe and Fittings

All pipes and fittings in this system shall be Schedule 40 PVC. All joints shall be sealed with an approved solvent-type PVC cement. The forced main shall be 1" in diameter. A

Little Giant WE20G05P4-22 or equivalent high head submersible pump capable of providing at least 20gpm and providing a 25-40 psi head shall be utilized for pumping effluent. A brass hose bib shall be added near the top of 1" SCH 40 riser pipe to be used as a sampling port and if necessary to lower pressure on the sprinklers.

Site Preparation

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

Homeowner is expected to maintain ground cover.

Provisions for Emergencies

A warning system shall be added to the pump tank on separate circuit from the pump circuit to provide warning (both visual and audible) of a failure to the system. This Aerobic System has a 24-month service agreement which includes emergency service.

Flood Prone Areas

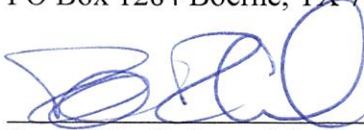
The subject lot is not in a flood prone area according to the National Flood Insurance Program FIR Map community-panel Number 48259C0235F. No physical drainage feature on property which would require special protective measures. No slope where seeps may occur, no flows with velocity that would damage components.

Tank Size

The system shall have a JET Model J-750 extended aeration plant with external NSF Certified Tablet Chlorinator. The pump tank shall have a capacity of 1000 gal. This tank will not need tees on inlet. Safety Lid installed on Clarifier.

This system designed by:

South Texas Waste Water Treatment, LLC
Ronald R. Graham, Registered Sanitarian
Registration Number 3741, State of Texas
PO Box 1284 Boerne, TX 78006



Ronald R. Graham, RS

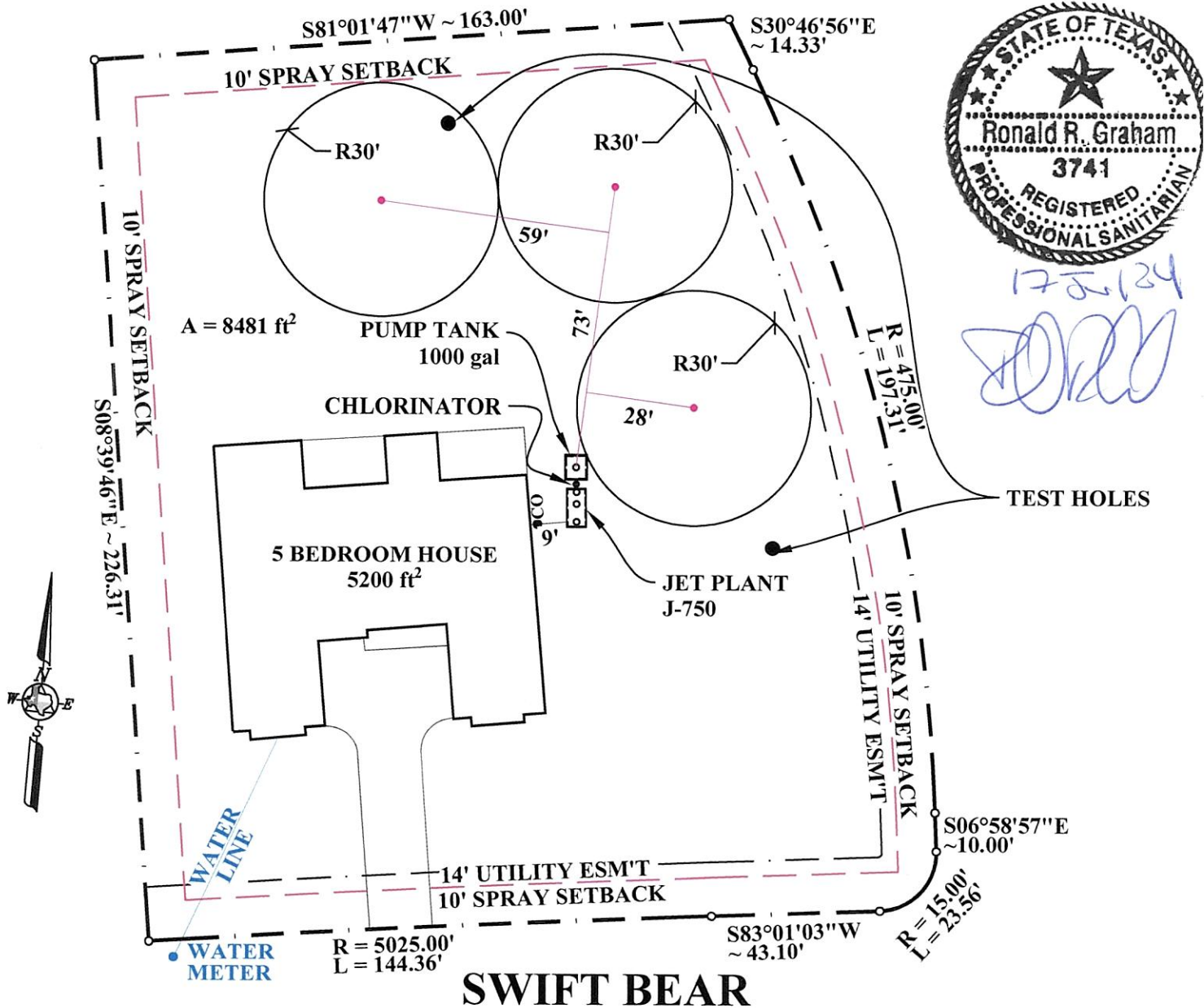
July 17, 2024
Date



17 JUL 24

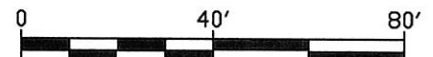

Attachments:

Drawing No. 8127R0 dated 16 JUL 2024



NOTES:

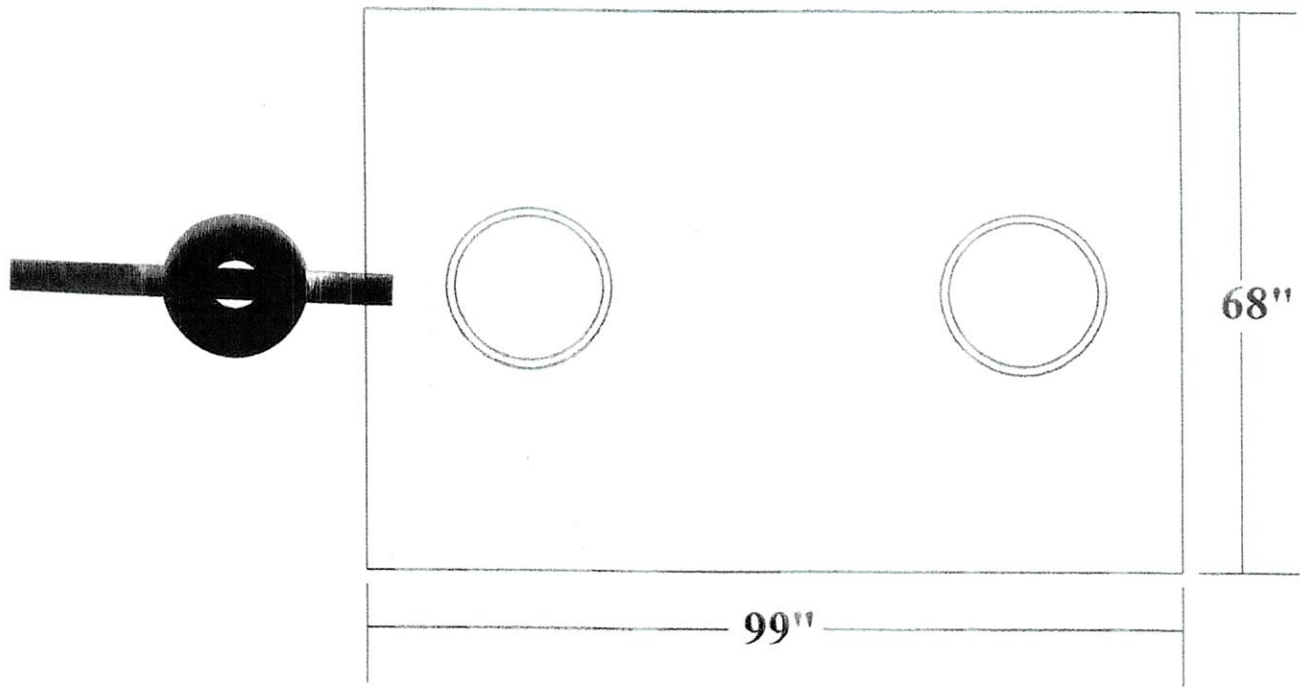
1. THIS DESIGN MEETS ALL OF THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OSSF REGULATIONS AND THE ORDERS OF COMAL COUNTY AND WILL NOT CAUSE A NUISANCE OR HEALTH HAZARD
2. ALL SPRINKLERS ARE HUNTER PGP-ARV-LA OR K-RAIN PROPLUS
3. ANY CROSSING OF WATER LINE & SPRAY LINE WILL BE SLEEVED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



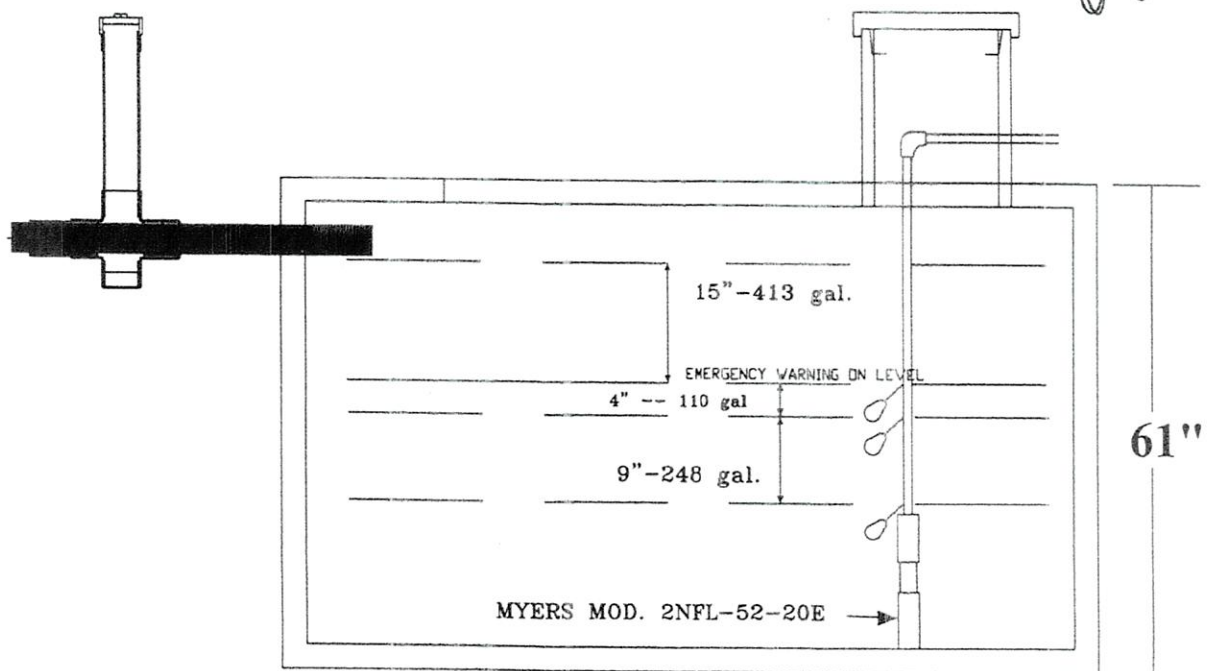
SOUTH TEXAS WASTEWATER TREATMENT P.O. BOX 1284 BOERNE, TX 78006 830-249-8098 BY RONALD R. GRAHAM R.S. 3741	8238 Swift Bear Lot 26 Enchanted Bluff - Enclave 1 COMAL COUNTY, TEXAS			Rev	Date	By	DRAWING NO.	8127R0
				0	JUL 16 2024	RCC	DATE	JUL 16 2024
							SCALE	1" = 40'

RECEIVED

By Brenda Ritzen at 8:14 am, Aug 27, 2024

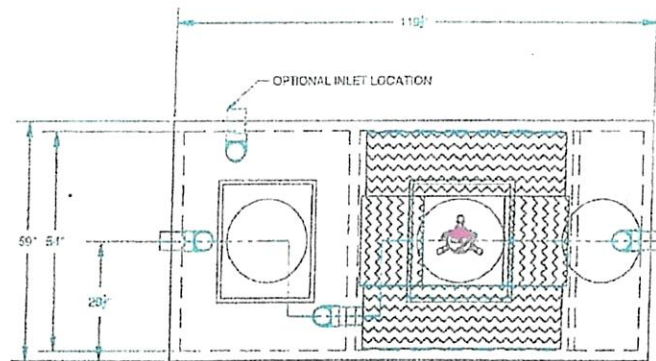


PUMP TANK
1000 gal.



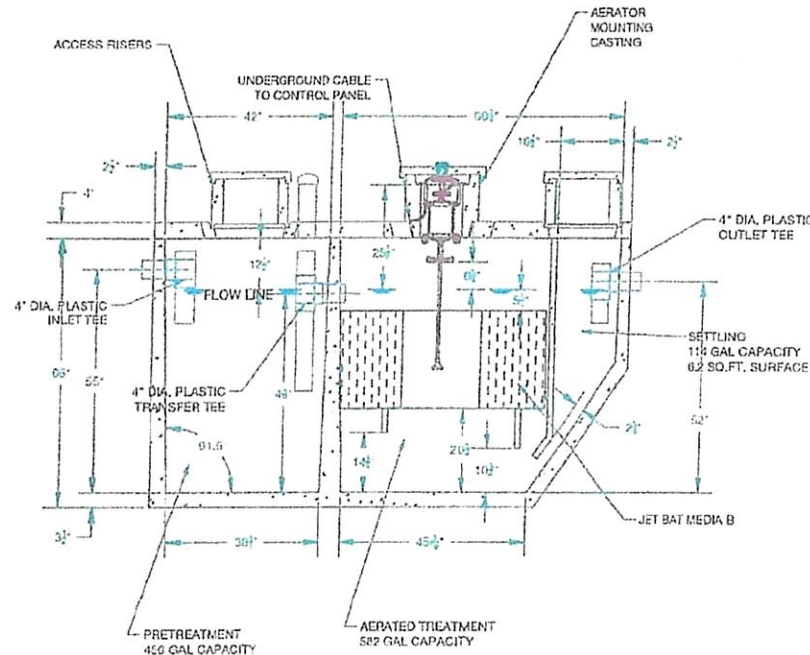
RECEIVED

By Brenda Ritzen at 8:15 am, Aug 27, 2024



NOTES:

1. AERATOR MODEL 700LL MUST BE USED IN CONTINUOUS OPERATION
2. DEVELOP RISERS TO GRADE OR WITHIN 12" BELOW GRADE
3. PLASTIC RISERS CAST INTO THE TANK LID MAY BE USED IN PLACE OF CONCRETE RISERS



- 1407614H REDRAWN		IN J K	
REVIEWED DATE	DESCRIPTION	DRAWN BY:	DATE
		N J K	08/14/14
J-750 RESIDENTIAL WWTP ONE PIECE TANK CASTING		APPROVED BY:	DATE
MATERIAL:		SCALE:	SIZE:
		1:20	C
UNLESS OTHERWISE SPECIFIED: ALL DIMENSIONS ARE IN INCHES DECIMAL: ±.005 FRACTIONAL: ±1/16 ANGLE: ±1°			
USED ON:		DRAWING NUMBER:	
		J-750	
PROPRIETARY PROPERTY. THIS DRAWING IS THE PROPERTY OF JET INC. AND MAY NOT BE REPRODUCED, COPIED OR USED WITHOUT WRITTEN PERMISSION.		REV: -	

From: [Ritzen,Brenda](#)
To: [Diandra Linares](#)
Subject: Permit 117785
Date: Monday, December 23, 2024 8:58:00 AM
Attachments: [image001.png](#)

**Re: Toll Southwest
Enchanted Bluff (Enclave) Unit 1 Lot 26
Application for Permit for Authorization to Construct an On-Site
Sewage Facility (OSSF)**

Diandra :

Our office will be performing a first inspection today for the referenced permit submittal. The following information is needed before proceeding with additional inspections:

- 1.  A variance is needed for the 10 ft. separation distance from the edge of the spray area to the property lines.**
- 2. Revise as needed and resubmit.**

Thank you,



Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org

From: [Ritzen, Brenda](#)
To: [Diandra Linares](#)
Subject: Permit 117785
Date: Monday, August 26, 2024 2:11:00 PM
Attachments: [image001.png](#)

**Re: Toll Southwest LLC
Enchanted Bluff (Enclave) Unit 1 Lot 26
Application for Permit for Authorization to Construct an On-Site
Sewage Facility (OSSF)**

Diandra :

The following information is needed before I can continue processing the referenced permit submittal:

- 1 ✓ **Submit a copy of a pump tank detail which identified the location and height of all pump tank settings, and identifies the minimum reserve capacity provided.**

Thank you,



Brenda Ritzen
Environmental Health Coordinator
195 David Jonas Dr.
New Braunfels, TX 78132
DR:OS00007722
830-608-2090
www.cceo.org

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

II

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

Lot 26 Block Subdivision Enchanted Bluff - Enclave Unit 1

not in Subdivision: Acres Survey

The property is owned by Toll Southwest, LLC

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.

Emma Dickson, Director

Owner Name Erica

Owner Signature ●

Owners Name

Owners Signature ●

This instrument was acknowledged before me on: 2 Day of August, 20 24

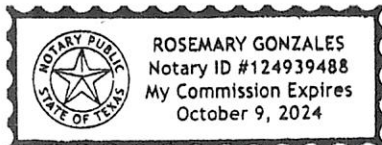
Rose Gonzales

Notary's Printed Name

Rosemary Gonzales

Notary Public, State
of Texas ●

Commission Expires: 10/9/24



Official County use only

Affix Notary Stamp Above

SCANNED

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.

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF COMAL

§

2020 FI DIERKS, LLC, a Texas limited liability company ("**Grantor**"), for and in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency is hereby acknowledged, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, AND CONVEY, unto **TOLL SOUTHWEST LLC**, a Delaware limited liability company, whose mailing address is 15347 San Pedro Ave, San Antonio, Texas 78232, that certain real property in Comal County, Texas, described in Exhibit A which is attached hereto and incorporated herein for all purposes (the "**Property**"), and hereby transfers to Grantee all of Grantor's right, title and interest, if any, in and to all improvements, structures, fixtures, and other installations located on the Property as of the date hereof, and appurtenances thereto.

This conveyance is made and accepted expressly subject to Mineral Reservation hereinafter set forth, to all applicable zoning laws, regulations, and ordinances of municipal and/or governmental authorities, and is further made subject to all restrictions, covenants, conditions, agreements, assessments, maintenance charges, leases, easements, and previously conveyed or reserved mineral and royalty interests, if any, relating to the hereinabove described property set forth on Exhibit B which is attached hereto and incorporated herein for all purposes (the "**Permitted Exceptions**"), but only to the extent such Permitted Exceptions are still in effect and shown of record in the hereinabove mentioned County and State.

Grantor reserves and retains for itself and excepts from this conveyance all of the oil, gas, and other minerals in, on, or under or that may be produced from the Property that are not currently outstanding in other parties as of the date hereof (the "Mineral Reservation"); provided, however, that the Mineral Reservation will not include and Grantor waives and relinquishes any right to use and/or access the surface of the Property for any reason, including, without limitation, the right to enter upon the Property for the exploration and/or removal of oil, gas, and other minerals and the right to place or maintain any structures, improvements, fixtures, equipment or pipelines in, on, under or across the Property. Notwithstanding the foregoing, such surface use waiver will not prohibit subterranean underground directional drilling activities that begin upon and are conducted from the surface of real property other than the Property, provided that such drilling activities at all times penetrate the Property sufficiently below the surface, so as to not interfere with or disturb in any manner the present or future use to which the owner(s) of the Property or their successors and assigns may desire to devote such Property, and in no event will the directional drilling or subsurface activities intersect the boundaries of the Property at depths less than 500' below the overlying surface of the Property.

GRANTEE HEREBY ACCEPTS THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS", AND NOT IN RELIANCE ON ANY REPRESENTATION OR WARRANTY BY GRANTOR, EXCEPT THOSE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THAT CERTAIN BUILDER AGREEMENT FOR PURCHASE AND SALE OF RESIDENTIAL LOTS DATED EFFECTIVE OCTOBER 16, 2023 BY AND BETWEEN GRANTOR, AS DEVELOPER, AND GRANTEE, AS BUILDER (THE "EXPRESS REPRESENTATIONS"). GRANTEE ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS REPRESENTATIONS, GRANTEE IS NOT RELYING UPON THE ACCURACY OR COMPLETENESS OF ANY REPRESENTATION, BROCHURE, RENDERING, PROMISE, STATEMENT, OR OTHER ASSERTION OR INFORMATION WITH RESPECT TO THE LOTS MADE OR FURNISHED BY OR ON BEHALF OF, OR OTHERWISE ATTRIBUTED TO, GRANTOR OR ANY OF ITS AGENTS, EMPLOYEES, OR REPRESENTATIVES, ANY AND ALL SUCH RELIANCE BEING HEREBY EXPRESSLY AND UNEQUIVOCALLY DISCLAIMED, BUT IS RELYING SOLELY AND EXCLUSIVELY UPON ITS OWN EXPERIENCE AND ITS INDEPENDENT JUDGMENT, EVALUATION, AND EXAMINATION OF THE LOTS. GRANTEE EXPRESSLY WARRANTS AND REPRESENTS THAT NO PROMISE OR AGREEMENT HAS BEEN MADE TO IT AND HEREBY DISCLAIMS ANY RELIANCE UPON ANY SUCH ALLEGED PROMISE OR AGREEMENT. THIS PROVISION WAS FREELY NEGOTIATED AND IS A MATERIAL PART OF THE CONSIDERATION ACKNOWLEDGED FOR THIS DEED, AND GRANTEE HAS AGREED TO DISCLAIM RELIANCE ON GRANTOR AND TO ACCEPT THE PROPERTY "AS IS", "WHERE IS", AND "WITH ALL FAULTS" WITH FULL AWARENESS THAT THE LOTS' PRIOR USE OR OTHER MATTERS COULD AFFECT THEIR CONDITION, VALUE, SUITABILITY, OR FITNESS, AND GRANTEE CONFIRMS THAT GRANTEE IS HEREBY ASSUMING ALL RISK ASSOCIATED THEREWITH. TO THE FULLEST EXTENT PERMITTED BY LAW, GRANTEE DOES AND WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND GRANTOR'S OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, "GRANTOR PARTIES") FOR, FROM, AND AGAINST ANY INJURIES, LOSSES, LIENS, CLAIMS, DEMANDS, JUDGMENTS, LIABILITIES, DAMAGES, COSTS, AND EXPENSES (INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEY'S FEES AND EXPENSES) SUSTAINED BY OR MADE OR THREATENED AGAINST A GRANTOR PARTY THAT RESULT FROM OR ARISE OUT OF OR IN CONNECTION WITH ANY DESIGN DEFECT, CONSTRUCTION DEFECT, OR SUBSTANDARD WORKMANSHIP IN ANY HOMES OR OTHER IMPROVEMENTS CONSTRUCTED BY GRANTEE ON THE PROPERTY, AND ANY COVENANT, REPRESENTATION, STATEMENT, OR WARRANTY MADE BY GRANTEE OR ANY OF GRANTEE'S AGENTS OR EMPLOYEES TO ANY THIRD PARTY PERTAINING TO THE PROPERTY OR ANY PORTION OF ANY OF SAME. GRANTEE UNDERSTANDS THAT THE DISCLAIMERS OF RELIANCE AND OTHER PROVISIONS CONTAINED HEREIN COULD LIMIT ANY LEGAL RECOURSE OR REMEDY GRANTEE OTHERWISE MIGHT HAVE. GRANTEE ACKNOWLEDGES THAT IT HAS SOUGHT AND HAS RELIED UPON THE ADVICE OF ITS OWN LEGAL COUNSEL CONCERNING THIS PROVISION.

GRANTOR MAKES NO REPRESENTATIONS AS TO COMPLIANCE WITH LAWS RELATING TO HEALTH, SAFETY OR THE ENVIRONMENT, AND GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS WITH RESPECT TO THE SUBSURFACE CONDITION OF THE PROPERTY OR THE PRESENCE OR ABSENCE THEREIN OF ANY TOXIC OR OTHER HAZARDOUS WASTES OR MATERIALS OF ANY KIND OR NATURE WHATSOEVER.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto said Grantee, its successors and assigns, forever. And Grantor does hereby bind itself and its successors to WARRANT and FOREVER DEFEND all and singular the said premises unto Grantee, its successors, and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

The obligation to pay taxes for the current year and subsequent years is assumed by Grantee.

Grantor expressly reserves the right, until the date which is one hundred twenty (120) days following the date hereof, to dedicate easements for utility purposes over, under, and across the property hereby conveyed; provided, however, that any easement created by Grantor pursuant to this provision shall affect only the portion of such property which is adjacent to a property line and shall not materially adversely affect the ability of Grantee to construct a residence on such property.

[The remainder of this page intentionally left blank]

EXECUTED as of the date set forth below, to be EFFECTIVE the 28th day of March, 2024.

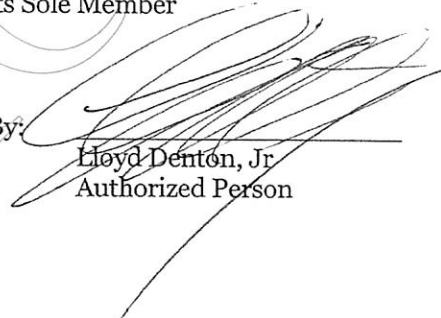
GRANTOR:

2020 FI DIERKS, LLC,
a Texas limited liability company

By: BITTERBLUE 2020 FUND I, LP,
a Texas limited partnership,
member-manager

By: BITTERBLUE 2020 FUND I GP, LLC,
a Texas limited liability company,
its general partner

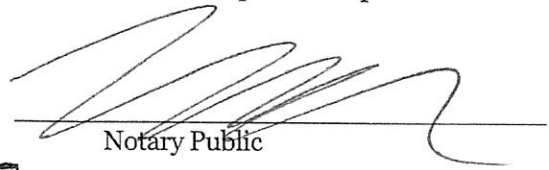
By: BITTERBLUE INVESTMENTS, LLC,
a Texas limited liability company,
its Sole Member

By: 
Lloyd Denton, Jr.
Authorized Person

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 28 day of March, 2024, by Lloyd Denton Jr, the Authorized person of Bitterblue Investments, LLC, a Texas limited liability company, the sole member of Bitterblue 2020 Fund I GP, LLC, a Texas limited liability company, the general partner of Bitterblue 2020 Fund I, LP, a Texas limited partnership, member-manager of 2020 FI Dierks, LLC, a Texas limited liability company, on behalf of said limited liability companies and said limited partnership.

[SEAL]


Notary Public

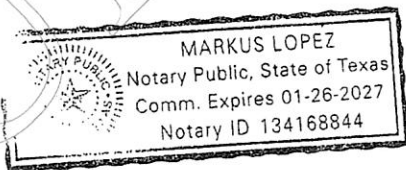


EXHIBIT "A"
Legal Description of the Land

Lots 21, 26 and 31, of Enchanted Bluff-Unit 1 (Enclave), an addition in Comal County, Texas, according to the map or plat thereof recorded in Document No. 202306004954, Map and Plat Records, Comal County, Texas.

UNOFFICIAL

EXHIBIT "B"
Permitted Exceptions

1. Restrictive Covenants set forth in Document No. 202306004954, Map and Plat Records, Comal County, Texas, and Document No. 202306004956, Official Public Records of Comal County, Texas.
2. 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, whether listed in this Exhibit "B" or not.
3. Building setback line, 25 feet wide, along the front and side lot line, as shown on plat recorded in Document No. 202306004954 of the Map and Plat Records of Comal County, Texas. (Lots 21 and 26)
4. Public gas, electric, telephone and cable TV easement, 14 feet wide, along the front and side lot line, as shown on plat recorded in Document No. 202306004954 of the Map and Plat Records of Comal County, Texas. (Lots 21 and 26)
5. Public gas, electric, telephone and cable TV easement, 14 feet wide, along the lot line, as shown on plat recorded in Document No. 202306004954 of the Map and Plat Records of Comal County, Texas. (Lot 31)
6. Private Street, as shown on plat recorded in Document No. 202306004954 of the Map and Plat Records of Comal County, Texas.
7. Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded at Document No. 202006057734, Official Public Records of Comal County, Texas.
8. Maintenance Agreement, as provided therein, recorded in Document No. 202306004955, Official Public Records of Comal County, Texas.
9. Easement(s), as provided therein, recorded in Document No. 202206049137, Official Public Records, Comal County, Texas.
10. Assessments, charges and liens as set forth in Document No. 202306004956, Official Public Records of Comal County, Texas.
11. That certain Water and Sewer Notice entered into by and between Grantor and Grantee and recorded in the Official Public Records, Comal County, Texas, on or about the date hereof.
12. That certain Memorandum of Resale Restriction entered into by and between Grantor and Grantee and recorded in the Official Public Records, Comal County, Texas, on or about the date hereof.

UNOFFICIAL

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/02/2024 09:58:52 AM
TERRI 7 Pages(s)
202406009768



Bobbie Koepp

Toll Bros., Inc.

OFFICER'S CERTIFICATE

Dated: August 25, 2022

I, Robert G. Paul, Group President of Toll Bros., Inc., a Pennsylvania corporation (the "Company"), do hereby certify and confirm that:

1. Attached hereto as **Exhibit A** is a true and correct copy of the Articles of Incorporation of Component Properties, Inc. as filed with the Secretary of the Commonwealth of Pennsylvania, Department of State ("Department of State") on June 30, 1986, as amended by those certain Articles of Amendment amending its name to Toll Integrated Systems, Inc. as filed with the Department of State on October 21, 1986, as further amended by those certain Articles of Merger whereby Toll Integrated Systems, Inc. amended its name to Toll Bros., Inc. as filed with the Department of State on December 22, 1989, effective as of January 1, 1990.
2. Attached hereto as **Exhibit B** is a true and correct copy of the Application for Certificate of Authority of the Company as filed with the Office of the Secretary of State of Texas on November 1, 1994.
3. Eyal Avnon is a duly appointed Division President of the Company, and he is individually authorized, empowered and directed, for and on behalf of the Company, to execute and deliver any agreement, application, bond, permit document, easement, license document, deed, record plat and any and all other documents which may be required by various governmental municipalities, including the City of New Braunfels, upon such terms and conditions as he deems appropriate and in the best interest of the Company.
4. Emma Dickson is a duly appointed Authorized Representative of the Company, and she is individually authorized, empowered and directed, for and on behalf of the Company, to execute and deliver any agreement, application, bond, permit document, easement, license document, deed, record plat and any and all other documents which may be required by various governmental municipalities, including the City of New Braunfels, upon such terms and conditions as he deems appropriate and in the best interest of the Company.

[SIGNATURE ON THE FOLLOWING PAGE]



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

		117785
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

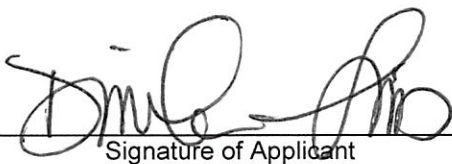
Instructions:

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.

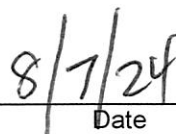
OSSF Permit

- ☒ 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



Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION ___ (Missing Items Circled, Application Refeused)
