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 1st Insp. 2nd Insp. 3rd Insp. Notes SITE AND SOIL CONDITIONS & 285.31(a) SETBACK DISTANCES Site and Soil 285.30(b)(1)(A)(iv) Conditions Consistent with Submitted Planning Materials 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i) SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback 285.91(10) Distances 285.30(b)(4) Meet Minimum Standards 285.31(d) SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, 285.32(a)(1) SDR 26) 3 SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per 285.32(a)(3) Foot SEWER PIPE Two Way Sanitary -Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 285.32(a)(5) degree bends) PRETREATMENT Installed (if required) TCEQ Approved List 285.32(b)(1)(G) PRETREATMENT Septic Tank(s) 285.32(b)(1)(E)(iii) Meet Minimum Requirements 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) 6 PRETREATMENT Grease Interceptors if required for 285.34(d) commercial

Inspector Notes:

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and " T " Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum 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) (I)285.32(b)(1)(E)(ii) (I)285.32(b)(1)(E) (i)285.32(b)(1) (D)285.32(b)(1)(C) (i)285.32(b)(1) (B)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)				
	SEPTIC TANK Secondary restraint system providedSEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
11	SEPTIC TANK Tank Volume						
12	Installed						
	PUMP TANK Volume Installed						
13	AEROBIC TREATMENT UNIT Size						
14	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)				
	DISPOSAL SYSTEM Evapo-		205 22/-//2/				
18	transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
	DISPOSAL SYSTEM Drip Irrigation						
			285.33(c)(3)(A)-(F)				
19							
	DISPOSAL SYSTEM Soil		205 22(-1)(4)				
20	Substitution		285.33(0)(4)				
	DISPOSAL SYSTEM Pumped		285.33(a)(4)				
	Effluent		285.33(a)(3)				
			285.33(a)(1)				
21			285.33(a)(2)				
	DISPOSAL SYSTEM Gravelless Pipe						
			285.33(a)(3)				
			285.33(a)(2)				
			285.33(a)(4) 285.33(a)(1)				
22							
	DISPOSAL SYSTEM Mound		285 33(a)(3)				
			285.33(a)(1)				
			285.33(a)(2)				
23			285.33(a)(4)				
	DISPOSAL SYSTEM Other		205 22(4)(6)				
	(describe) (Approved Design)		285.33(d)(6) 285.33(c)(4)				
24			203.33(0)(1)				
	DRAINFIELD Absorptive Drainline						
	or 4" PVC						
25	DRAINFIELD Area Installed						
	DRAINFIELD Area Installed						
26	DRAINFIELD Level to within 1 inch						
	per 25 feet and within 3 inches						
	over entire excavation		285.33(b)(1)(A)(v)				
27							
	DRAINFIELD Excavation Width						
	DRAINFIELD Excavation Depth						
	DRAINFIELD Depth of Porous Media						
	DRAINFIELD Type of Porous Media						
28							
	DRAINFIELD Pipe and Gravel -		285 22/h)/1)/E)				
29	Geotextile Fabric in Place		203.33(D)(1)(E)				
	DRAINFIELD Leaching Chambers						
	DRAINFIELD Chambers - Open End						
	Port & Closed End Plates in Place		285.33(c)(2)				
	(per manufacturers spec.)						
20							
30							
	SYSTEM Adequate Trench Length						
	& Width, and Adequate		285.33(d)(1)(C)(i)				
	Separation Distance between						
31	irencnes						

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	Connections in Approved Junction Boxes / Wiring Buried						

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)(ii) 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						



ON-SITE SEWAGE FACILITY APPLICATION

Date		Permit Nu	nber	29								
1. APPLICANT / AGENT INFORMATION												
Owner Name Richard D. and Heather M. Chatterton	Agent Name	Doug Dowle	arn R.S.									
Mailing Address 9600 FM 32	Agent Address	703 Oak Dr.										
City, State, Zip Fischer, TX 78623	Blanco, TX 7	8606										
Phone # 915 525-0220	ne # <u>915 525-0220</u> Phone # 210-878-6											
Email Rick . Chatco Canail.com	ail Rick. Chatco @gnail.com Email TXSEPTIC											
2. LOCATION												
Subdivision Name	U	nit	Lot	Block								
Survey Name / Abstract Number William Carper Survey 14 G.W.1	and P. Railroad	Survey 900	Acreage	13.006								
Address 9600 FM 32	City Fischer		State TX	Zip <u>78623</u>								
3. TYPE OF DEVELOPMENT												
Single Family Residential												
Type of Construction (House, Mobile, RV, Etc.)	louse		_									
Number of Bedrooms												
Indicate Sq Ft of Living Area <u>3040</u>												
Non-Single Family Residential												
(Planning materials must show adequate land area for doubling the	required land need	ed for treatmer	t units and dispo	osal area)								
Type of Facility												
Offices, Factories, Churches, Schools, Parks, Etc Indicate	Number Of Occu	pants										
Restaurants, Lounges, Theaters - Indicate Number of Seats												
Hotel, Motel, Hospital, Nursing Home - Indicate Number of B	leds											
Travel Trailer/RV Parks - Indicate Number of Spaces												
Miscellaneous	7											
Estimated Cost of Construction: \$ 300000 (St Is any portion of the proposed OSSF located in the United States	ructure Only) s Army Corps of E	Engineers (US	ACE) flowage	easement?								
4. SIGNATURE OF OWNER By signing this application, I certify that:												
 The completed application and all additional information submitted does r facts. I certify that I am the property owner or I possess the appropriate la property. Authorization is hereby given to the permitting authority and designated a site/soil evaluation and inspection of private sewage facilities I understand that a permit of authorization to construct will not be issued u by the Comal County Flood Damage Prevention Order. 	not contain any false and rights necessar gents to enter upon until the Floodplain	e information an y to make the p the above des Administrator h	nd does not cond permitted improve cribed property f as performed the	ceal any material ements on said for the purpose of e reviews required								
- I affirmatively consent to the online posting/public release of my e-mail ad	dress associated w $\mathcal{W} = \frac{g - i}{2}$	ith this permit a $1 - 29 \forall$	application, as ap $1/24$	pplicable.								

Date



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By								
System Description								
Size of Septic System Required Based on Planning Materials & Soil Evalu	uation							
Tank Size(s) (Gallons) Absorption	n/Application Area (Sq Ft)							
Gallons Per Day (As Per TCEQ Table III)								
(Sites generating more than 5000 gallons per day are required to obtain a permit t	hrough 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 provisi	ons of the existing WPAP.)							
Is there at least one acre per single family dwelling as per 285.40(c)(1)?	Yes No							
If there is no existing WPAP, does the proposed development activity requ	uire a TCEQ approved WPAP? 🔲 Yes 📃 No							
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provibe issued for the proposed OSSF until the proposed WPAP has been approved by	isions of the proposed WPAP. A Permit to Construct will not y 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?	No							
(If yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisi	ons of the existing CZP.)							
If there is no existing CZP, does the proposed development activity require	e a TCEQ approved CZP? 🗌 Yes 🗌 No							
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provision issued for the proposed OSSF until the CZP has been approved by the appropriate	isions of the proposed CZP. A Permit to Construct will not be e 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.

1.5.

Signature of Designer



202406023117 08/02/2024 10:26:02 AM 1/2

COUNTY OF COMAL STATE OF TEXAS

26

AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

According to Texas Commission on Environmental Quality (TCEQ) Rules for On-Site Sewage Facilities (OSSFs), this document is filed in the Deed Becords of Council Counc 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, give the commission primary responsibility for implementing the laws of the texas Water Code (TWC). responsibility for implementing the laws of the State of Texas Water Code (TWC), § 5.012 and § 5.013, give the commission primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The commission, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public text to achieve this notice. owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. The manufacture 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 guerantee by the commission of the suitability of this OSSF, nor does it constitute any guarantee by the commission that the appropriate OSSF was installed.

11

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):

See attached

The property is owned by (Insert owner's full name):

Richard M. Chatterton and Heather M. Chatterton

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 OSSF may be obtained from Comal County Engineer's Office.

and DAY OF WITNESS BY HAND(S) ON THIS (s) signature

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS totaly Public, State of Tex Y asci Notary's Printed Name:

My Commission Expires: D

NINARY PULL	BILLIE BLASCHKA
° A 'o	Notary Public, State of Texas
19. A 9	Comm. Expires 03-01-2026
THE OF THIS	Notary ID 131471780

xhibi+A

A 13.006 Acre Tract of Land situated in Comal County, Texas and being out of the William Carper Survey No. 14, O.W.T. and P. Railroad Survey No. 900 and being out of a 3403,138 Acre Tract of Land recorded in Volume 295, Page 822 of the Deed Records of Comal County, Texas and being the same 13.006 Acre Tract of Land Recorded in Document No. 201806015469 of the Official Public Records of Comal County, Texas, said 13.006 acres being more particularly described as follows:

Beginning: At a pipe fence post on the Northeast right of way of F.M. 32 for the South corner of this Tract and the most Westerly corner of Lot 2 of Meister Heirs Estates recoded in Volume 11, Page 125 of the Map and Plat Records of Comal County, Texas.

Thence: With the Northeast right of way line of F.M. 32 and the Southwest line of this Tract, N32918'27"W a distance of 10.65 feet to a set 1/3" iron pin and N18918'42"W a distance of 566.40 feet to a found 1/4" iron pin for the West corner of this Tract and the South corner of a 10.00 Acre Tract of Land recorded in Document No. 202206014065 of the Official Public Records of Comal County, Texas.

Thence: Leaving the Northeast right of way line of F.M. 32 with the Northwest line of this Tract and the Southeast line of said 10.00 Acres, N59°48'00"E a distance of 1021.61 feet to a found ^{1/2} from pin for the North comer of this Tract, the East corner of said 10.00 Acres and a point on the Southwest line of Lot 122 of Stallion Springs Unit 1 recorded in Volume 6, Pages 189-193 of the Map and Plat Records of Comal County, Texas.

Thence: With the Northeast line of this Tract and the Southwest line of said Stallion Springs Unit 1, S18'21'33"E a distance of 650.18 feet to a found '4" iron pin for the East corner of this Tract, a point on the Southwest line of Lot 117 of said Stallion Springs Unit 1 and the North corner of said Lot 2 of Meister Heirs Estates.

Meisici ficits Estilies.

Thence: With the Southeast line of this Tract and the Northwest line of said Lot 2 of Meister Heirs. Estates \$76°42:52"W a distance of 356.06 feet to a set ½" iron pin, \$82°52:58"W a distance of 50.11 feet and \$55°00'27"W a distance of 619.90 feet to the Point Of Beginning and containing 13.006 Acres of Land surveyed by Third Generation Surveying on June 14, 2022.

This conveyance is made subject to, all and singular, the restrictions, conditions,

easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Wilson County,

Texas.

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 08/02/2024 10:26:02 AM CHRISTY 2 Page(s) 202406023117 Chefic Koupp

2





WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer		Residential Initial Contract
Rick Chatterton		
Site Address		Agency
9600 Farm to Market 32, Fischer, TX 78623		Hays County
Email	Phone	Permit Number
rick.chatco@gmail.com	9155250220	
System Details		
Treatment: Aerobic Surface Application /		

MAINTENANCE AGREEMENT

I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 9595 Ranch Rd 12 Suite #1, Wimberley, TX 78676. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

II. Dates & Fees:

This agreement commences upon receipt by the Contractor of notice that the Local Regulatory Agency has given final approval of the installation (for a new or modified system), or on 9/26/2024 for an existing system, provided the Contractor has received payment in full of Fee(s) as agreed herein. The fees for this agreement are \$450.00 and shall be prepaid per the payment terms outlined herein.

III. Renewal Terms:

The term of this Agreement is **2 year(s)** but in no case shall the Fee to the Contractor be for less than **one (1) year**. This Agreement is non-expiring and automatically renews without need for signing of any additional document(s) – provided Client continues to timely pay the Fee(s) when due. Agreements paid monthly are paid using Contractor's system for automatic debit or automatic draft. Agreements that are prepaid will be invoiced by Contractor before the due date and must be timely paid by Client. If not timely paid before the due date, the Contractor has the right to terminate this Agreement.

IV. Services by Contractor:

- 1. Inspect and perform routine maintenance on the part with "On-Site Sewage Facility ("OSSF or "the system") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
- 2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
- 3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
- 4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Replacement, Replenishment, and

Repairs are additional services not covered by the Fee. Regarding all such work, Contractor shall abide by Client's election in Section V of this agreement.

- Report to the appropriate regulatory agency and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory agency within 14 days.
- 6. Visit site within 48 hours of a service request.
- 7. Provide Customer Support line at (855) 560-9909

V. Client Responsibilities:



- 1. Maintain a current License to Operate and abide by the conditions and limitations of that license and all requirements for OSSF from the State and Local Regulatory Agency as well as manufacturer's recommendations.
- 2. Maintain disinfection unit and at all times provide proper and adequate chlorine supply or operating disinfection component, if OSSF is equipped with same.
- 3. Provide all necessary site, yard, or lawn maintenance and removal of obstacles, including dogs and other animals, as needed to allow the system and its components to function properly and to allow Contractor safe and easy access to all parts of the system and its components.
- 4. Maintain site drainage to prevent adverse effects on OSSF.
- 5. Provide for pumping of tanks, when and as suggested by Contractor, at Client's own expense. Typically, every 3 years.
- 6. Do not exceed the system's physical, hydraulic, or biological limitations
- 7. Notify Contractor within 24 hours of the occurrence of any and all alarms or problems with any component or with the system.
- 8. Be available by text, phone, or in person when the Contractor is on-site in case of required repair approvals or questions.
- 9. Promptly pay Contractor's bills, fees, and invoices in full.
- 10. Elect one of the following: Authorized

Yes, I authorize. If during the Contractor's time of the maintenance check any component of the system is found to need replacement, replenishment, or repair, then Client authorizes Contractor to perform the service per the above and bill or charge the Client for such additional services without further approval by Client so long as the service is \$150 or less and the Contractor has the necessary materials to perform the replacement, replenishment, or repair.

No, I do not authorize. If, during the Contractor's maintenance check, any component of the system is found to be in need of replacement, replenishment, or repair, Contractor will notify Client of repairs needed and, where feasible, provide an estimate of costs. No replacement, replenishment, or repairs will be performed without express approval of Client. Additional Service fees will apply for return visits to perform repairs.

VI. Authority

In signing this Agreement, the Client: (1) hereby affirms ownership to the Property as well as the OSSF that is the subject of this Agreement. (2) represents that he/she has authority to permit Contractor's entry upon property to monitor, service, or repair and agrees to hold Contractor and its agents harmless for entry upon such real property for these purposes, and (3) represents to have the authority to bind all owners of the property to the terms of this agreement, or to accept personal responsibility for these terms.

VII. Access By Contractor

Contractor is hereby granted access to the system and all related components for the purposes of performing the Services or Additional Services. Unless other arrangements have been made in advance in writing, Contractor's personnel may enter the property at reasonable times without any form of notice for the purpose of performing the Services or Additional Services. Contractor will require free, unrestricted access to the system and related components for the purpose of performing all work. If upon arrival at the site, Contractor determines that access is prevented, blocked, or restricted, Contractor is not required to perform any of the steps, and will be credited with completion of that maintenance check. Additional maintenance checks to complete the Services shall be billed to Client as an Additional Service.

VIII. Payment Terms:

REVISED

8:37 am, Oct 03, 2024

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client. Under no condition shall prepayment of Fee, or the sum of monthly payments of Fee, be for less than **a one-year** term. After **2 year(s)**, prepaid agreements (other than monthly) may be prorated using monthly increments, less other charges as discussed elsewhere in this Agreement.

IX. Application or Transfer of Payment:

The Fee paid for this Agreement may transfer to the subsequent owner(s), however, this Agreement will not transfer. Client will advise subsequent owner(s) of the regulatory requirement for a replacement Agreement. Regulations require that replacement Agreements be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past-due obligations arising from this Agreement including late charges, returned check charges, and charges for repairs or services not paid within 10 days of invoicing. Unpaid balances on Client's account may lead to the extension of the monthly drafting or debiting program, if applicable, to complete payment of Client's account balance(s).

X. Termination of Agreement:

After a minimum of **2 year(s)**, in order to provide sufficient time to comply with the regulatory requirement for notices from the Contractor to the Local Regulatory Agency, this Agreement may be terminated for any reason by either party with a minimum 30 day written notice, without fault of the terminating party. Contractor shall be due a Fee equal to at least the first year and may also deduct for any other work performed by Contractor but not yet paid by Client, whether invoiced prior to termination or not. Contractor will notify the appropriate Local Regulatory Agency of this termination.

XI. Limitation of Liability:

In no event shall the Contractor be liable for indirect, consequential, incidental, or punitive damages, whether in contract, tort, or any other theory of liability. In no event shall the Contractor's liability for the direct damages exceed payments by the Client under this agreement.

XII. Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, 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.

Rick Chatterton

DocuSigned by: Customer Name

Rick Chatterton

Customer Signature

Additional Comments / Special Terms

Luna Environmental / Logan Leppo

Maintenance Provider Name LOGAN LEPPO License # MP0002494

Maintenance Provider Signature

OSSF SOIL EVALUATION REPORT INFORMATION

Date: 8/16/2024	Site Evaluator Information:
Applicant Information:	Name: Douglas R. Dowlearn
Name: Richard and Heather Chatterton	Company: D.A.D. Services, Inc.
Address: 9600 FM 32	Address: 703 Oak Drive
City, State & Zip Code: Fischer, TX 78623	City, State & Zip: Blanco, TX 78606
Phone:	Phone: (210)240-2101 Fax: (866)260-7687
Email:	Email: txseptic@gmail.com
Property Location:	Installer Information:
Legal: A- 99 SUR- 14 WM CARPER ACRES 13 006	
Street/Road Address: 9600 FM 32	Name:
City : Fischer Zip : 78623	Company:
Additional Info: Comal County	Address:
······································	City. State & Zip:
	Phone:

Depth	Texture Class	Soil Texture	Structure (For Class III – blocky, platy or massive)	Drainage (Mottles/Water Table	Restrictive Horizon	Observation	
Soil Boring #1 60"	III	0-14" Clay Loam 14"+ Limestone		<30% Gravel	14"+ Limestone	N/A	
Soil Boring #2		Same as above					

DESIGN SPECIFICATIONS

Application Rate (RA): 0.064 OSSF is designed for: 2 bedroom 3040 Sq. Ft home 300 gallons per day An aerobic with spray disposal system is to be utilized based on the site evaluation. 4688 sq. ft. disposal area required 600 GPD Aerobic Treatment Unit Calculations: Absorption Area: Q/RA= 300/0.064=4688 Sq. Ft.

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO Existing or proposed water well in nearby area: YES Presence of adjacent ponds, streams, water impoundments: NO Presence of upper water shed: NO Organized sewage service available to lot: NO

I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator: NAME: Douglas Dowlearn Signature:

60"

Angla Roman ...

License No. OS9902 Exp. 6/30/2026 TDH: #2432 Exp. 2/28/2025

D.A.D SERVICES, INC. DOUG DOWLEARN PO BOX 212, BULVERDE, TX 78163 Designed for: Chatterton Richard D & Heather M

The installation site is at 9600 FM 32, Fischer, TX 78623 in Comal County. The proposed OSSF will treat the wastewater from a 2 Bedroom (3200 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

PROPOSED SYSTEM:

A 3" or 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is set to spray in the pre-dawn hours of midnight to 5:00 am through 2 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying at 40 psi. Each sprinkler will spray a radius of 28 feet and 360 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 300 gpd Application rate: 0.064 Application area required: 300/.064 = 4688 sq. ft. Application area utilized: 4926 sq. ft. Pump tank reserve capacity: 100 gal minimum

SYSTEM COMPONENTS:

SCH 40 PVC sewer line NuWater B-550 353-gallon Pretreatment tank 600 GPD Aerobic Treatment Unit 768-gallon Pump tank with timed controls set to spray in the pre-dawn hours of midnight to 5:00 am C-1 20X, Model no. 20XC1-05P4-2W115 (or equivalent) submersible pump Liquid chlorinator 1" purple PVC supply line 2 K-Rain Gear Driven pop-up sprinklers

LANDSCAPING:

The entire surface application area must consist of an area with vegetation capable of growth, before system start up. In the event the surface application area does not have vegetation capable of growth, the bare area shall be seeded or sodded. If the non-vegetative area consists of rock or caliche, 3" of class II or III soil, capable of growing and sustaining vegetative growth, will be added before it is seeded or sodded.







CI SERIES CISTERN PUMPS

Designed for use in gray water / filtered effluent service applications, the CI Series cistern pump provides high performance and long life in less than ideal water conditions. The CI Series pump is able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components.

The pump's unique bottom suction design allows for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, CI Series pumps are suitable for use in agricultural, residential, and commercial installations.



C¹SERIES



FEATURES

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, ½ hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot SJOOW jacketed lead

APPLICATIONS

- Gray water pumping
- Filtered effluent service water pumping
- Water reclamation projects such as pumping from rain catchment basins
- Aeration and other foundation or pond applications
- Agriculture and livestock water pumping

0	R	D	Eł	SI	N	G	N	F	0	R	M	1/	4	(V		

C1 Series Pumps										
GPM	HP	Volts	Stage	Model No.	Order No.	Length (in)	Weight (lbs)			
10	1/2	115	7	10C1-05P4-2W115	90301005	26	17			
10		230	7	10C1-05P4-2W230	90301010	26	17			
20		115	5	20C1-05P4-2W115	90302005	25	16			
		230	5	20(1-0504-2)/230	90302010	25	16			
20X		115	6	20XC1-05P4-2W115	90302015	26	17			
		230	6	20XCI-05P4-2W250	90302020	Zb	17			
30		115	4	30C1-05P4-2W115	90303005	25	16			
		230	4	30C1-05P4-2W230	90303010	25	16			

Note: All units have 10 foot long SJOOW leads.



Re: Richard D. & Heather M. Chatterton 13.006 acres, 9600 FM 32 Application for Permit for Authorization to Construct an On-Site Sewage Facility (OSSF)

Owner / Agent :

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

wner signature needed on maintenance contract.

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

WASTEWATER TREA	TMENT FACILITY MONITORING AGREEMENT
Regulatory Authority	VOID Number
Block Creek Aerobic Services, LLC	Customer Richard and Heather Chatterton
444 A Old Hwy #9	Site Address 9600 FM 32
Comfort, TX 78013	City Fischer Zip 78623
Off. (830) 995-3189	Mailing Address
Fax. (830) 995-4051	County COMAL Map #
	Phone Emailrick.chatco@gmail.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Richard and Heather Chatterton (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 _____ Date LTO is Issued

and ends on 2 yrs from Date of LTO

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

III. Termination of Agreement:

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

IV. Services:

Contractor will:

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

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

c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system with in two (2) business days after said notification.

d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).

e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.

f. Visit site in response to Customer date of notification (weekends and holidays ex such unscheduled responses will be billed to C



pled services within forty-eight (48) hours of the Unless otherwise covered by warranty, costs for

V. Disinfection:



RC

Not required; X required. The responsibility chemicals is that of the Customer.



sinfection device(s) and provide any necessary

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

Customer (whether one or more) shall and does hereby agree to indemnify, hold harmless and defend Contractor and

each of its successors, assigns, heirs, legal representatives "Indemnitees") from and against any and all liabilities, cla and other expenses (including, but not limited to, attorneys description, (hereinafter collectively referred to as "Liabilit this Agreement.



devisees employees, agents and/or counsel (collectively iens, causes of action, suits, fines, judgments costs of investigation), of any kind, nature or sed by, or resulting, in whole or in part, from

RC

THIS INDEMNITIFCATION APPLIES EVEN I CONTRIBUTORY NEGLIGENCE OR BY THE

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

VOID

TICS ARE CAUSED BY THE CONCURRENT OR

OF ANY INDEMNITEE.

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 Magreement must be signed and received in Contractor's offices within ten (10) business days of date of transfer of property ownership. Contractor will apply all funds received from Customer first to any past due obligation arising from this Agreement including late fees or penalties, return check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this Agreement. See Section IV.

XVI. Entire Agreement:

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

Rudy Carson

Block Creek Aerobic Services, LLC, Contractor MP# 0002036

Customer Signature

Date



copyright all rights reserved

RC

202306004733 02/14/2023 04:20:17 PM 1/4

ORT/GF#15243/Closer KS /S 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.

<u>GENERAL WARRANTY DEED RETAINING A VENDOR'S LIEN</u>

STATE OF TEXAS§KNOW ALL MEN BY THESE PRESENTS:COUNTY OF COMAL§

THAT CAROL H. BROWN and DAWN R. McLAUGHLIN, Trustees of the CAROL H. BROWN MANAGEMENT TRUST, dated January 7, 2008, as amended, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS cash and other good and valuable consideration in hand paid RICHARD D. CHATTERTON and wife, HEATHER M. CHATTERTON, whose address is 2300 River Road, Wimberley, Texas 78676, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consid-

eration of the execution and delivery by Grantee herein of one certain Promissory Note in the principal sum of THREE HUNDRED NINETY-SIX THOUSAND AND NO/100 (\$396,000.00) DOLLARS, of even date herewith, payable to the order of Grantor, bearing interest as therein stated, payable as it accrues, the principal and interest thereof being due and payable as therein provided, said Note containing the usual various accelerating maturity and attorney's fee clauses in case of default and being secured by a vendor's lien retained herein upon the hereinafter described and conveyed property, and being also secured by a Deed of Trust of even date herewith to STEVE D. TAYLOR, Trustee, to which reference is hereby made for all purposes;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT,

SELL and CONVEY unto the said Grantee, the following described property, to-wit:

A 13.006 Acre Tract of Land situated in Comal County, Texas and being out of the William Carper Survey No. 14, G.W.T. and P. Railroad Survey No. 900 and being out of a 3403.138 Acre Tract of Land recorded in Volume 295, Page 822 of the Deed Records of Comal County, Texas and being the same 13.006 Acre Tract of Land Recorded in Document No. 201806015469 of the Official Public Records of Comal County, Texas, said 13.006 acres being more particularly described as follows:

Beginning: At a pipe fence post on the Northeast right of way of F.M. 32 for the South corner of this Tract and the most Westerly corner of Lot 2 of Meister Heirs Estates recoded in Volume 11, Page 125 of the Map and Plat Records of Comal County, Texas.

Thence: With the Northeast right of way line of F.M. 32 and the Southwest line of this Tract, N32°18'27"W a distance of 10.65 feet to a set ½" iron pin and N18°18'42"W a distance of 566.40 feet to a found ½" iron pin for the West corner of this Tract and the South corner of a 10.00 Acre Tract of Land recorded in Document No. 202206014065 of the Official Public Records of Comal County, Texas.

Thence: Leaving the Northeast right of way line of F.M. 32 with the Northwest line of this Tract and the Southeast line of said 10.00 Acres, N59°48'00"E a distance of 1021.61 feet to a found ½" iron pin for the North corner of this Tract, the East corner of said 10.00 Acres and a point on the Southwest line of Lot 122 of Stallion Springs Unit 1 recorded in Volume 6, Pages 189-193 of the Map and Plat

Records of Comal County, Texas.

Thence: With the Northeast line of this Tract and the Southwest line of said Stallion Springs Unit 1, S18°21'33"E a distance of 650.18 feet to a found 1/2" iron pin for the East corner of this Tract, a point on the Southwest line of Lot 117 of said Stallion Springs Unit 1 and the North corner of said Lot 2 of Meister Heirs Estates.

Thence: With the Southeast line of this Tract and the Northwest line of said Lot 2 of Meister Heirs Estates S76°42'52"W a distance of 356.06 feet to a set ½" iron pin, S82°52'58"W a distance of 50.11 feet and S55°00'27"W a distance of 619.90 feet to the Point Of Beginning and containing 13.006 Acres of Land surveyed by Third Generation Surveying on June 14, 2022.

This conveyance is made subject to, all and singular, the restrictions, conditions,

easements and covenants, if any, applicable to and enforceable against the above

described property as reflected by the records of the County Clerk of Wilson County,

Texas.

Taxes for the current year have been prorated and are thereafter assumed by Grantee.

It is expressly agreed and stipulated that a vendor's lien is retained in favor of the

+

payee in said Note against the above described property, premises and improvements,

until said Note, and all interest thereon, is fully paid according to the face and tenor, effect

and reading thereof, when this deed shall become absolute.

TO HAVE AND TO HOLD the above described premises, together with, all and

singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs and assigns forever.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and

successors to warrant and forever defend, all and singular, the said premises unto the said

Grantee, Grantee's heirs, executors, administrators, successors and assigns, against

every person whomsoever claiming or to claim the same or any part thereof.

DATED this the $\frac{1}{2}$ day of February, 2023.

<u>Carol H. Brown</u> CAROL H. BROWN, Trustee of the CAROL H. BROWN MANAGEMENT TRUST, dated January 7, 2008, as amended

DAWN R. McLAUGHLIN, Trustee of the CAROL H. BROWN MANAGEMENT TRUST, dated January 7, 2008, as amended

3

STATE OF TEXAS COMAL COUNTY OF HATTIS TK 10 TK This instrument was acknowledged before me on this the 1 day of February, 2023, by CAROL H. BROWN, Trustee of the CAROL H. BROWN MANAGEMENT



4

TRUST, dated January 7, 2008, as amended.



lamar Notary Public, State of Texas

Mile ON

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 02/14/2023 04:20:17 PM CHRISTY 4 Pages(s) 202306004733





OSSF DEVELOPMENT APPLICATION CHECKLIST

Ster	ff will complete a	shaded items
		117829
Date Received	Initials	Permit Number

Instructions:

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

OSSF Permit

Completed Application for Permit for Authorization to Construct an On-Site Sewage Facility and License to Operate

Site/Soil Evaluation Completed by a Certified Site Evaluator or a Professional Engineer

Planning Materials of the OSSF as Required by the TCEQ Rules for OSSF Chapter 285. Planning Materials shall consist of a scaled design and all system specifications.

Required Permit Fee - See Attached Fee Schedule

Copy of Recorded Deed

Surface Application/Aerobic Treatment System

Recorded Certification of OSSF Requiring Maintenance/Affidavit to the Public

Signed Maintenance Contract with Effective Date as Issuance of License to Operate

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

- O Ou	
Signature of Applicant	

COMPLETE APPLICATION

Check No. _____ Receipt No.

-2024

INCOMPLETE APPLICATION — (Missing Items Circled, Application Refeused)

Revised: September 2019