

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

Permit Number: 118123

Issued This Date: 03/11/2025

This permit is hereby given to: Dotare Construction Group LLC

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

1095 DIAMONDHEAD DR CANYON LAKE, TX 78133

Subdivision: Canyon Lake Hills

Unit: 1

Lot: 269 Block: N/A

Acreage: 0.1700

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic

Drip Irrigation

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

Call (830) 608-2090 to schedule inspections.

Preliminary Field Check For Drip Systems

Preliminary Field Check For Drip Systems



ON-SITE SEWAGE FACILITY APPLICATION

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

Revised January 2021

Date			Permit Nur	nber	
1. APPLICANT	AGENT INFORMATION				
Owner Name	Dotare Construction Group LLC	Agent Name	Eoff Septic S	ervices	
Mailing Address	21807 Barton Woods	Agent Address	420 Bear Cre	ek Drive	
City, State, Zip	San Antonio, TX 78259	City, State, Zip	New Braunfe	ls, TX 78132	
Phone #	210-415-9770	Phone #	210-844-188	5	
Email	brad@dotareconstruction.com	Email	keith.eisman	n@yahoo.com	
2. LOCATION					
Subdivision Na	me Canyon Lake Hills	L	Jnit 1	Lot 269	Block
Survey Name /	Abstract Number			Acreage	.1722
Address 1095	Diamond Head Or.	City Canyon Lake		State TX	Zip 78133
3. TYPE OF DE	VELOPMENT				
Single Fa	mily Residential				
Type of C	construction (House, Mobile, RV, Etc.) House				
Number o	of Bedrooms 3				
Indicate S	6q Ft of Living Area 1625				
Non-Sing!	e Family Residential				
(Planning r	materials must show adequate land area for doubling t	ne required land nee	ded for treatme	nt units and disp	osal area)
Type of F	acility				
Offices, F	actories, Churches, Schools, Parks, Etc Indica	te Number Of Occ	upants *		
	nts, Lounges, Theaters - Indicate Number of Sea				
Hotel, Mo	tel, Hospital, Nursing Home - Indicate Number of				
	ailer/RV Parks - Indicate Number of Spaces				
Miscellan					
Estimated Co	st of Construction: \$ 225000.	Structure Only)			
is any portion	of the proposed OSSF located in the United Sta	tes Army Corps of	Engineers (US	SACE) flowage	easement?
☐ Yes 🔀	No (If yes, owner must provide approval from USACE for	proposed OSSF impro	ovements within the	ne USACE flowage	easement)
Source of Wa	ter 🔀 Public 🗌 Private Well 🔲 Rainwat	er .			
4. SIGNATURE	OF OWNER				
- The completed a	plication. I certify that: application and all additional information submitted doe at I am the property owner or I possess the appropriate	s not contain any fal e land rights necessa	se information a ary to make the	and does not cor permitted improv	nceal any material vennents on said
 Authorization is site/soil evaluation 	hereby given to the permitting authority and designated on and inspection of private sewage facilities t a permit of authorization to construct will not be issue				
by the Comal Com	punty Flood Damage Prevention Order. nselt to the online posting/public release of my e-mail				1 days 1 mag - Charles and Cha
Signature of d	wner -	12-19-2 Date	4		Page 1 of 2



Signature of Owner

ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR NEW BRAUNFELS, TX 78132 (830) 608-2090

WWW.cceo.org REVISED Date Permit Number 1:06 pm, Dec 19, 2024 1. APPLICANT / AGENT INFORMATION Owner Name Dotare Construction Group LLC Agent Name Eoff Septic Services Mailing Address 21807 Barton Woods Agent Address 420 Bear Creek Drive City, State, Zip San Antonio, TX 78259 City, State, Zip New Braunfels. TX 78132 Phone # 210-415-9770 Phone # 210-844-1885 Email brad@dotareconstruction.com Email keith.eismann@yahoo.com 2. LOCATION Subdivision Name Canyon Lake Hills Unit 1 Lot 269 Block Survey Name / Abstract Number .1722 Acreage Address 1095 Diamond Head Dr. City Canyon Lake State TX Zip 78133 3. TYPE OF DEVELOPMENT Single Family Residential Type of Construction (House, Mobile, RV, Etc.) House Number of Bedrooms 3 Indicate Sq Ft of Living Area 1625 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: \$ 225000. (Structure Only) Is any portion of the proposed OSSF located in the United States Army Corps of Engineers (USACE) flowage easement? Yes X No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement) Source of Water Public Private Well Rainwater 4. SIGNATURE OF OWNER By signing this application, I certify that: - The completed application and all additional information submitted does not contain any false information and does not conceal any material facts. I certify that I am the property owner or I possess the appropriate land rights necessary to make the permitted improvements on said property. - Authorization is hereby given to the permitting authority and designated agents to enter upon the above described properly 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. 12-19-24



ON-SITE SEWAGE FACILITY APPLICATION

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

	WWW.CCEO.ORG
Planning Materials & Site Evaluation as Required Completed By Hoyt Seidensticker	
System Description Aerobic With One Director	
Size of Septic System Required Based on Planning Materials & Soil Evaluation	
Tank Size(s) (Gallons) 600 GPD ATU Absorption/Application Area (Sq Ft)	120
Gallons Per Day (As Per TCEQ Table III) 240	250
(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 X 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? (If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed WPAP. A Pebe Issued for the proposed OSSF until the proposed WPAP has been approved by the appropriate regional office.)	Yes No
Is the property located over the Edwards Contributing Zone? X 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?	
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permissued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)	Yes No N
Is this property within an incorporated city?	
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/pub/ic release of my e-mail address associated with this permit applicati	100 P- VI
Signature of Designer 8-14:23	on, as applicable.
Date	



202306024429 08/01/2023 12:54:02 PM 1/1

Affidavit to the Public

The County of <u>Comal</u> State of Texas

Certification of OSSF Requiring Maintenance

Before me, the undersigned authority, on this day personally appeared _____ who, after being, by me, duly sworn, upon oath states that he/she is the owner of record of that certain tract or parcel of land lying and being situated in Comal County, Texas and being more particularly described as follows.

Legal Description of Property in as follows:

Lot 269, Canyon Lake Hills 1

Commonly Known As: 1095 Diamondhead Drive, Canyon Lake, TX 78133

An OSSF requiring a maintenance contract, according to 30 Texas administrative code §285.91(12) will be installed on the property.

The Texas Health and Safety Code, Chapter 366, authorizes the Texas Commission on Environmental Quality (commission/TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 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 TWC. The Commission, under the authority of the TWC and the Texas Health and Safety Code, requires owners to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the Commission requires a recorded affidavit. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This recorded affidavit is not a representation or warranty by the Commission that the appropriate OSSF was installed.

This OSSF shall be covered by a continuous maintenance contract for the first two years. After the initial two-year service polity, the owner of an aerobic treatment system shall comply with State and/or Local requirements.

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 <u>County Environmental Division</u>.

OWNER AGENT NAME (Signature)

LYNN MICHELLE BRADSHAW
Notary Public, State of Texas
Comm. Expires 06-02-2026
Notary ID 129837603

OWNER/AGENT NAME (Printed)

SWORN TO AND SUBSRIBED BEFORE ME ON THIS

DAY

Notary Public, State of Texas

My Commission Expires:

Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 08/01/2023 12:54:02 PM

LAURA 1 Page(s) 202306024429

Bobbie Koepp



On-Site Sewage Facility (OSSF) Maintenance Agreement

- i. General: This work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between <u>Dotare Construction Inc.</u> (hereinafter referred to as "Client") and Eoff Septic Services (hereinafter referred to as "Contractor"). By this Agreement, Contractor agrees to render services, as described herein, and the Client agrees to fulfill his/their responsibilities under this agreement as described herein.
- ii. Effective Dates: Unless otherwise stated below, this agreement commences on the date the <u>Licenses to Operate (LTO)</u>, date as noted below or upon receipt of full payment and runs for two (2) Year(s).

Agreement Starting Date: (LTO Date) and Ending Date: (Two-Years Thereafter).

- ili. Services by Contractor: Contractor will provide the following services (hereinafter referred to as the "Services"):
 - a. In compliance with Agency (TCEQ and/or County) and manufacturer's requirements, inspect and perform routine maintenance on the On-Site Sewage Facility (hereinafter referred to as the "OSSF") three (3) times per years (Every 4 Months).
 - b. Report to the appropriate regulatory authority and to the Client, as is required by both the State's onsite rules and local Agency's rules, if more stringent. All findings must be reported to the local agency within 14 days.
 - If any components of the OSSF are found to be in need of repair during the inspection, the Contractor
 will notify the Client of the repairs needed and provide any associated materials and labor costs.
 - d. Visit site in response to Client's request(s) for unscheduled service(s) within two business days from the date of Contractor's receipt of Client's request. All unscheduled responses are in addition to the fee covered by the Agreement and will be billed to the Client.
 - e. Provide notification of arrival to site to the homeowner or to site personnel. Additionally, written notification will be left at the site with site personnel or e-mailed to the Client upon completion of inspection, as well as, forwarded to Agency within 14 days.
- iv. Site Location: The Services are to be performed at the property located at:

Site Address: 1095 Diamondhead Dr., Canyon Lake, TX 78133 OSSF Permit #: TBA

- v. Payment(s): The fee for this Agreement only covers the Services described herein. This fee does not cover equipment, parts or labor supplied for repairs or charges for unscheduled Client requested trips to the site. By signing this Contract, the Client is authorizing 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.
- vi. Client's Responsibilities: The Client is responsible for each and all of the following:
 - a. Maintain chlorinator and provide proper chlorine supply, if OSSF is equipped with same.
 - Provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function property, and to allow Contractor easy access to all parts of the OSSF.
 - c. Immediately notify Contractor and Agency of any and all problems with, including failure of the OSSF.
 - d. Upon receiving notification of services needed from the Contractor, it becomes the Client's responsibility to contact the Contractor to authorize the service. If the Client chooses to use a





different contractor to perform the service, the **Client** is responsible for ensuring the **Contractor** holds the proper licenses (installer II, Maintenance provider) and is certified by the manufacture. Also, the **Client** is responsible for ensuring proper notification is given to the **Agency**, as required by the State local Agency rules.

- e. Clients residing in <u>Comal</u> County should allow for samples at both the inlet and outlet to the OSSFF to be obtained by the <u>Contractor</u> for the purpose of evaluating, the OSSFs performance when requested by the <u>County</u>. If these samples are sent to a lab for testing, the <u>Client</u> will directly pay the lab for the cost of the testing plus pay the <u>Contractor</u> for all man-hours expending in providing this additional service at the current <u>Contractor</u>'s labor rate.
- f. Not allow backwash from water treatment or water conditioning equipment to enter the OSSF.
- g. Maintain site drainage to prevent adverse effect on the OSSF.
- h. Promptly and fully pay Contractor's bills, fee, or invoices are described herein.
- vii. Access by Contractor: Contractor, or personnel authorized by the Contractor, may enter the property at reasonable times without prior notice for the purpose of performing the above-described services. Contractor will require access to the OSSF electrical and physical components, including tanks, by means of manway or risers for the purpose of evaluations required by manufacture, and/or rules. If such manway or risers are not in place, excavation together with other labor and materials will be required, and will be billed to Client as an additional service. Any excavated soil is to be replaced as best as reasonable possible.
- viii. Limits of Liability: In no event shall the Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract tort of any other theory. In no event shall the Contractor's liability for damages exceed the price for the Services described in this Agreement.
- ix. 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.

Client and/or Authorized Client Agent:	$\Omega \cap \Omega$
Print Name: <u>Dotare Construction Group LLC</u>	Signature: Vay CO
Date: 2-17-23 Email Address: 40	
Phone Number 210 . 289 . 43 to	brad O dotareconstruction. On
Site Address: 1095 Diamondhead Dr., Canyon Lak	<u>ke, TX 78133</u> OSSF Permit #:TBA
Billing Address: Same	
	Contractor
C Eoff Services Inc. dba Eoff Septic Services 420 Bear Creek Drive	Signature:
New Braunfels, TX 78132	Name/Title: Keith R. Eismann / CFO
210-844-1885	Date: 7-17-23
OSSF Maintenance Provider Licenses # - MP00017	745

OSSF Installer II Licenses # - OS00029546

ON-SITE SEWAGE FACILITY Site Evaluation Report Information

Date: 7/21/202	23	Sito Eve	aluator informat			
Applicant Information:		Name:				
Name: Dotare Construction Group LL	G		Hoyt Seidenstick			
Address: 21807 Barton Woods			OS0008771			
City: SA State: Texas			/:Land S			
Phone: 210-415-9770	p <u>r0205</u>		124 Bristow Way			
Property Location:			Boerne State:	Texas	_ Zip;	78006
Lot: 269 Bloc	k	Email	(210) 414-6603		-	
Sub.: Canyon Lake Hills, Unit 1		Cilian	hoyt@landstewa		rvices.con	<u>n</u>
Street/Road Address: 1095 Diamon	d Head Drive	Name:				
City: Canyon Lake State: Texas	Zip: 78133		Carl Ed			
Unincorporated Area? Y or N			Carl Ed			
Additional information			420 Be			
		Phone:	Braunfels State:	rexas	_ Zip:	78132
		r none	(210) 669-6088	Fax:		ANIMOS IMPOSANCE OF
absorption or irrigation area. Location of soil borings or dug pits Location of natural, constructed, or high tide of salt water bodies) wate	Droposed drainage wa	vs (streame	pande lakas rivem			
	SITE DRAV	VING	Lot Size:		0.1722	acres
SEE ATTACHED						ополняем выдования дования выполняем
Signature of Site Evaluator	+ lil	tt,	Site Evaluator Lic	ense No:	OS00087	771

ON-SITE SEWAGE FACILITY Soil Evaluation Report Information

Date S	oil Survey P	erformed:		7/21/20:	23		E34E1	
Site Lo					ond Head Drive			
Name o	of Site Evalu	ator:		Hoyt Seider		Registration	Number: <u>OS0008771</u>	
Propose	ed Excavation	on Depth:		6 inches		County:	Comal	-
Require	ments:							
	For subsurdepth. For	face disposa r surface dis	or dug pits must b il, soil evaluation i posal, the surface	e shown on to must be perfo horizon mus	rmed to a depth of at the evaluated.	least two feet b	eed disposal area. pelow the proposed excav where features appear.	ation
	Soil Boring	Number _		1	catale of the form. If	idicate depths	where features appear.	1
	Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color consistence)	
	0	Ш	Clay loam	<30%	none	yes, rock	Black	
		AT 1						
	Soil Boring	Number_	I	2	Drainage			
	Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	(Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)	
The second secon	2 18 in 3 4	111	Clay loam	<30%	попе	yes, rock	Black	
					Features of	Site Area	1	
Presence	of 100 year	flood zone			YesNo_x_			
Presence	of adjacent	ponds, stre	ams, water impr	ovements	Yes No_x_			
Existing o	r proposed	water well in	nearby area		YesNo_x			
Organized	d sewage se	rvice availa	ible to lot or traci	t	Yes No_x			
Recharge	feature with	in 150 feet			Yes No_x_			
By my signar	ture, I herby ca	ertify that the i	nformation provided	in this report is	s based on my site obser	vations and are	accurate to the best of my at	sility
f understand	that any misre	presentation	of the information or	ontained in this	report my be grounds to	revoke or suspe	and my license. The site eva	duation
determined t	the site is suita		Drip Irrigation		disposal system with		erobic unit	treatment
According to	table XIII, the	site is suitable	e for this proposed s				erty owner to inform them of	- acatent
other alterna	tives based up	valuator	of this site evaluation		8-14- Date		THE AMERICAN	

8/14/2023 Aerobic with Drip Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

Dotare Construction Group LLC

rioperty information:	House Information	
St. Address: 1095 Diamond Head Drive	No. of Bedrooms:	0
City: Canyon Lake State: Texas	Sq. footage (Approx.):	3 1625
Zip code: _78133		
Predicted Quantity of Sewage (Q)	Water Supply:	
Water Saving Devises in Home (y/n): yes	Gallons per day	240
22 Aug 10 Aug	Supply Line from House	
Gallons/day (Q): 240	Length of supply line (approx. ft.):	8
Greywater included (yes/no): yes	Type of supply line:	
Rate of Adsorption (Ra)	Size of Supply line (in):	3 or 4
Application rate (g/sq. ft): 0.2	Supply Line to Drip Irrigation Ma	anifald
Minimum Adsorptive Area (sq. ft.): 1200	Length of supply line (approx. ft):	
Absorptive area installed (sq.ft.) 1230		
Aerobic Unit	Type of supply line:	Purple SCH 40
Required size of aerobic unit: 360 gpd	Size of supply and flush line (in):	1
Pretreatment Tank (college):		
Pretreatment Tank (gallons):353		
Class 1 Aerobic Unit:: NuWater 550-PC-400PT		
Pump tank total capacity (gal):768	Required linear foot of tubing:	600
Chlorination: n/a	Linear feet of tubing installed:	615
Pump Switch operation: Float system		
Dosing cycle quantity (gals): Varied		
Cycling time: night time		
Pump size and capacity: Franklin E-Series 20 GPM		
All design criteria is in accordance with TCEQ, Title	∋ 30, TAC Chapter 285, Subchanter i	On Sita
Sewage Facilities (Effective December 29, 2016)	The shove design was been dear	z, Oir-Sile

The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker, R.S. No. 3588

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

Cell (210) 414-6603,

hovt@landstewardshipservices.com

Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes,

but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.



3/10/25 Revised Aerobic with Drip Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

Dotare Construction Group LLC

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

Field loading Rates and Distribution

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

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

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

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

A minimum 12" of Class II or Class III soil must be installed between the native ground and the drip tubing and a minimum 6" of Class II or Class III soil must be installed over the drip tubing. Sod Grass or Grass seed must then be installed over the entire drip field.

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

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

Hoyt Seidensticker, R.S. No. 3588

Date

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

Cell (210) 414-6603.

hovt@landstewardshipservices.com



REVISED

12:51 pm, Mar 11, 2025

Specs

Aerobic with Drip Irrigation Disposal System
Dotare Construction Group LLC
Lot 269, Canyon Lake Hills, unit 1
1095 Diamond Head Drive
Canyon Lake, Texas 78133
Comal County

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

ground level

A minimum 12" of Class II or Class III soil must be installed between the native ground and the drip tubing and a minimum 6" of Class II or Class III soil must be installed over the drip tubing. Sod Grass or Grass seed must then be installed over the entire drip field.

drip tubing laid on 2 foot centers

native soil

12"

Cross Section of Drip Imgation

single connection

All pipes from the structures to the septic tank shall be no less than 1/8 inch fall per foot of pipe

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

100 yr flood plain does not exist on this tract

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

The installer will need to certify to the permitting authority that there is a minimum of 12 inches of soll between the bottom of the drip tubing and the restrictive horizon.

8/14/2023 3:51 PM Aerobic with Drip Irrigation System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

Dotare Construction Group LLC

If the drip lines are laid on top of the native soil and the native soil is scarified then a minimum of 6 inches of class II sandy loam or class III clay loam must be placed over the drip lines. The installer must certify to the permitting authority that there will be a minimum of 12 inches of native material or imported material between the drip tubing and the restrictive horizon of limestone rock.

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

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

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

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

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

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

Hoyt Seidensticker, R.S. No. 3588

Date

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

Cell (210) 414-6603,

hovt@landstewardshipservices.com

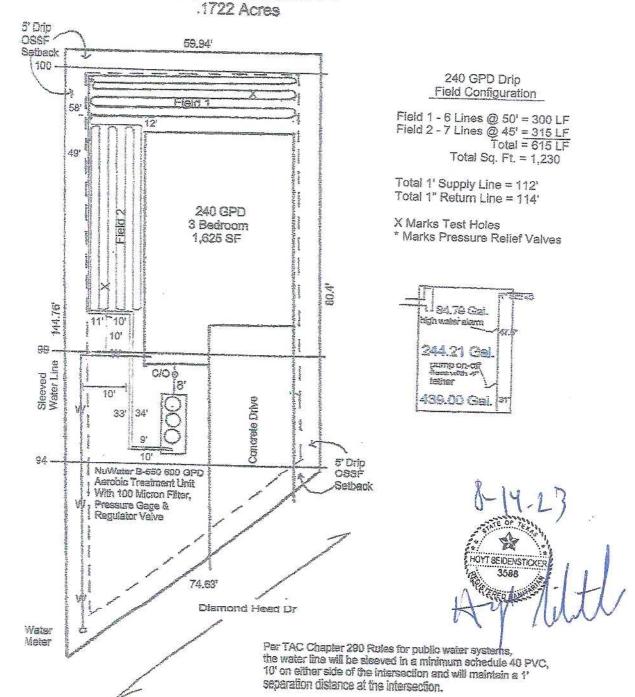
Dotare Construction Group LLC

Gallons per D	av	
	ate (gal/sq. ft/day)	240
Square footag		0.2
Feet between		1200
Feet between	39936 7430	2
	The state of the s	2
Number of zor		1
Linear feet of	•	615
Number of em		307.5
	Tubing Per Zone	615
Type of emitte		Pressure compensating
	field pressure (psi)	35
Feet of head p	ressure	80.85
gph/emitter		0.61
gallons per mir		3.1
gallons per hou		187.575
minutes per do		11
Minutes Per Da		77
gallons per day		240
Doses per Zon	9	7
Total Doses pe	r Day	7
Time Between	Doses in Hours	3.4
Total Run time	in Minutes	76.76929228
Number of Con	nections to Manifold	2
Linear feet of d	ripline per connection	307.5
minimum pump	capacity (gpm)	3.1
header pipe size	e (inches)	1
Pressure loss in	100 ft. pipe (psi)	1.58
Friction head in	100 ft. of pipe (ft of head)	3.6498
Static head		0.0430
height from pun	ip to top of tank (ft.)	4
Elevation increa		1
Total static head	f (ft.)	5
Friction head		•
equivalent lengt	n of fittings (ft.)	1
Distance from p	ump to field (ft.)	112
Total equivalent	length of pipe (ft.)	113
total effective he	ad (ft.)	4.12
head required at	drip field (ft.)	80.85
	gh filters or headworks (ft.)	23.10
head loss throug		3.47
Minimum total he	ead (ft.)	111.54

8-14-L3
HOYT SEDENSTICKER
3588
Leide TA

1"=20"

Dotare Construction Group LLC 1095 Diamond Head Drive Canyon Lake, TX 78133 Lot 269 Canyon Lake Hills Unit 1



water line.

Additionally, the supply and return lines will be sleeved in a 2° schedule 40 pipe in any areas where the line is within 10' of the

Assembly Details

OSSF

See Note 9. See Note 9. 10. 11. See Note 7. See Note 11. See Note 11. See Note 11. See Note 8. See Note 8.

GENERAL NOTES:

- 1. Plant structure material to be precast concrete and steel.
- Maximum buriet depth is 30" from slab top to grade.
- 3. Weight = 14,900 lbs.
- Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 beedroom, < 4,000 sq/ft living aera). Please specify for additional set-up requirements. BOD Loading = 1,62 ibs, per day.
- Standard tablet chlorinator or Optional Liquid chlorinator.
 NSF approved chlorinators (tablet & liquid) available.
- Bio-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec)timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Mz. Single Phase, 30 AMP, Grounded Receptack
- 20" Ø acess riser w/ lid (Typical 4). Optional extension risers available.
- 8. 20 GPM 1/2 MP, high head effluent pump.
- 9. HIBLOW Air Compressor w/ concrete housing.
- 10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
- 1" Sch. 40 PVC pipe to distribution system provided by contractor.
- 12. 4" min. compacted sand or gravel pad by Contractor

DIMENSIONS:

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

MINIMUM EXCAVATION DIMENSIONS:

Width: 76" Length: 176"

-See Note 12.

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

Model: B-550-PC-400PT

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

Scale

 AS Obversions subject to dispossible operifications tolerances.

Dwg. #: ADV-B550-3



Advantage Wastawater Solution 444 A Old Hwy No 9 Comfort, TK 78013 830-995-3169 fax 830-995-4051



Filtered Effluent Pump

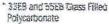
SPECIFICATIONS

Model	Flow Range GPM	Horsepower Range	Best Eff. GPM	Discharge Connection	Maximum Solids Size	Rotation®
SEB	1.5 - 10	12-9	7	1%	V _s * dla.	CCW
12EB	3-16	14-14	10	11/4	V₁s* dia.	CCW
20E8	6 – 28	16-1%	18	1%	¼° dia.	CCW
SSEE	10-50	1/2-1/2	33	11/4	₩s" dia.	ccw
5568	20 - 80	14-17	55	11/4	⅓s* dia.	CCW

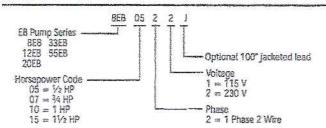
(i) Rotation is counterclockwise when observed from pump discharge end.

"EB" SERIES MATERIALS OF CONSTRUCTION

Part Name	Material
Discharge Head	Glass Filled Thermo-Plastic
Check Valve Poppet	Thermo-Plastic
Check Valve O-ring	E P Rubber
Bearing Spider – Upper	Glass Filled Polycerbonate
Bearing	Urethane
Klipring	AISI 301 SS
Diffuser Impeller	Glass Filled * Noryi™
Bowl	AISI 304 SS
Shim	AISI 304 SS
Spacer	AISI 304 SS, Powder Metal
Inlet Strainer	Glass Filled Thermo-Plastic
Motor Adapter	Glass Filled Thermo-Plastic
Casing	8/E1 204 CC
Shaft	AISI 304 SS
Coupling	AISI 304 SS. Pawalar Metai



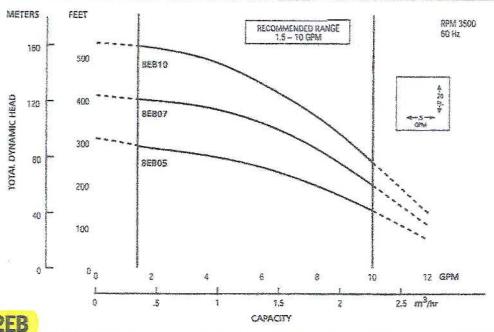
ORDER NUMBER CODE



FEATURES

- Designed for pumping filtered effluent from processed septic systems only.
- Field Serviceable: Pump can be rebuilt in the field to like new condition with common tools and readily available spare parts. NOTE: The Model EB has left hand casing threads.
- Powered for Continuous
 Operation: All ratings are within
 the working limits of the motor as
 recommended by the motor
 manufacturer. Pump can be
 operated continuously without
 damage to the motor.
- Metal Parts are Stainless Steel: AISI types 301 and 304 are corrosion resistant.
- Non-Metallic Parts are Effluent Compliant: Impellers, diffusers constructed of glass filled polycarbonate or Noryl, engineered composites. Both materials are corrosion resistant.
- Bearing Discharge Head: State of the art engineered composite material for superior strength and corrosion resistance. Loop for safety line molded into head.
- Motor Adapter: State of the art engineered composite material with high rigidity to provide accurate alignment of liquid end to motor. Generous space for removal of motor mounting nuts with regular open-end wrench.
- **Bowis:** Stainless steel for strength and abrasive resistance.
- 100" 3 wire motor lead standard.
- Consult factory for recommendations involving long run cycles followed by short off cycles to assure proper motor cooling flows.

- Check Valve: Built-in check valve assembly on 8, 12, 20 EB models. No check valve provided on 33 and 55 EB models.
- Warranted for one year against failure due to workmanship and materials. Solids plugged pumps are not covered. Pumps used for liquids other than filtered effluent are not covered.
- Stainless Steel Casing: Polished stainless steel is attractive and durable in the most corrosive effluent.
- Hex Shaft Design: Six sided shafts for positive impeller drive.
- Inlet Strainer: Molded suction strainer built into motor adapter.
- Urethane Upper Bearings: Fluted design for free passage of abrasives.
- Franklin Electric Motor:
- Corrosion resistant stainless steel construction.
- Built-in surge arrestor is provided on single phase motors.
- Stainless steel splined shaft.
- Hermetically sealed windings.
- Replaceable motor lead assembly.
- UL 778 and CSA recognized.
- NEMA mounting dimensions.
- Optional 100" jacketed power cord available.
- Agency Listings: All complete pump/motor assemblies are UL778 and CSA listed. All Franklin Electric Motors are UL778 recognized.
- All models have bypass in distance and a second production of the se

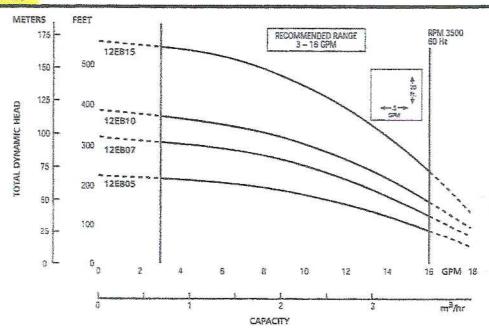


RECEIVED

OCT 2 9 2020

COMMITY E VOIVEER

Model 12EB



DIMENSIONS AND WEIGHTS

Order Number				t	ength (inches	s) _j		Weight (lbs.)
	HP	Phase	Stages	W.E.D	Weter	LO.A.D	W.E.	Motor	Total
8680522, 8680521	V2	1	10	13.3	9,5	22.8	5	18	23
8E80722	3/4	1	13	15.4	10.7	26.1	6	20	26
8EB1022	1	ī	17	18.3	11.8	30.1	8	23	31
12680522, 12680521	1/2	î	7	11.0	9.5	20.5	4	18	22
12580722	3/4	1	10	13.0	10.7	23.7	5	20	25
12581022	1	1	12	14.4	11.8	26.2	6	23	29
12881522	11/2	1	17	17.9	15.1	33.0	8	31	39

WE. 3.75" MOTOR

 \oplus W.E. = water end or pump without motor. \oplus L.O.A. = length of assembly – complete pump – water end and motor.



BIOLINE® DRIPLINE

THE WORLD'S MOST ADVANCED CONTINUOUS SELF-CLEANING, PRESSURE COMPENSATING DRIPLINE SPECIFICALLY DESIGNED FOR WASTEWATER

CROSS SECTION OF BIOLINE DRIPLINE

Bioline dripper inlets are positioned in the center of flow where water is the cleanest





PRODUCT ADVANTAGES

- Pressure compensation all drippers deliver equal flow, even on sloped or rolling terrain.
- Unique flow path Turbonet technology provides more control of water and a high resistance to clogging.
- Continuous self-flushing dripper design flushes debris, as it is detected - throughout operation, not just at the beginning or end of a cycle. Ensures uninterrupted dripper operation.
- Single hole dripper outlet from tubing:
 - Better protection against root intrusion
 - Allows the dripline to be used in subsurface applications without need for chemical protection
- Drippers capture water flow from the center of the tubing ensures that only the cleanest flow enters the dripper.
- Built-in physical root barrier drippers are protected from root intrusion without the need for chemical protection. Water exits dripper in one location while exiting the tubing in another.
- Three dripper flow rates provides the broadest range of flow rates available. Allows the designer to match the dripline to any soil or slope condition.
- Bioline tubing is completely wrapped in purple easily identifying it for non-potable use, regardless of how the tubing is installed.
- Anti-bacterial-impregnated drippers prevents buildup of microbial slime.
- Can be used subsurface Bioline can be installed on-surface, under cover or subsurface.
- No special storage requirements does not degrade if stored outdoors.

APPLICATIONS

- Typically installed following a treatment process
- Can be used with domestic septic tank effluent with proper design, filtration and operation
- Reuse applications including municipally treated effluent designated for irrigation and other disinfected and non-disinfected water sources.

SPECIFICATIONS

- Dripper flow rates: 0.4, 0.6 or 0.9 GPH
- Dripper spacings: 12", 18" or 24" dripper spacings and blank tubing
- Pressure compensation range: 7 to 58 psi
- Maximum recommended system pressure:
 58 psi
- Tubing diameter: 0.66" OD, 0.56" ID
- Tubing color: Purple color indicates nonpotable
- Coil lengths: 500' or 1,000' (Blank tubing in 250')
- · Recommended filtration: 120 mesh
- Bending radius: 7"
- UV resistant
- Tubing material: Linear low-density polyethylene

Additional spacing and pipe sizes available by special order. Please contact Netafim USA Customer Service for details.

BIOLINE DRIPLINE

£	PRIPPER SPACING	The same	12"			18			24"	
RIP	PER FLOW RATE (GPH)	0.4 GPH	0.6 GPH	0.9 GPH	8,4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
	15	102	94	84	136	127	113	161	151	137
PRESSURE	25	151	136	118	203	184	161	245	223	197
	35	193	171	146	260	232	200	315	283	245
ME	40	211	186	153	286	254	218	347	311	267
2	45	228	200	189	310	274	233	377	335	287
low	per 100" (GPM / GPH)	0.67/40	1.02/61	1.53/92	0,44/28,67	0.68/41	1,02/61	0.34/20	0.51/31	0.77/45

Lateral lengths are based on flows allowing for a 3 fps flushing/scouring velocity

_	IMUM LENGTH OF A ITIONAL FLOW OF 2.0	-	No. of Concession, Name of Street, or other Persons, Name of Street, or ot	-		THE OWNER OF THE OWNER OF	THE PERSON NAMED IN	100		
	RIPPER SPACING		127		- No.	18		- National	26	A CONTRACTOR OF THE PARTY OF TH
DRIPE	PER FLOW RATE (GPH)	8.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
ш	15	128	115	100	172	155	136	205	187	165
PRESSURE	25	183	161	137	248	220	188	301	268	231
뿚	35	228	198	166	310	272	229	379	333	283
INLET	40	248	214	178	338	295	247	413	362	385
=	45	266	229	190	364	316	263	447	389	327
Flow	per 100' (GPM / GPH)	0.67/40	1,02/61	1.53/92	0.44/26.67	0.68/41	1.02/61	0.39/20	0.51/31	0.77/48

Lateral lengths are based on flows allowing for a 2.5 fps flushing/scouring velocity

	IRIPPER SPACING		12"			18"			24"	
DRIP	ER FLOW RATE (GPH)	0.4 GPH	8.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
ш	15	161	141	119	217	191	164	263	233	201
PRESSURE	25	221	190	157	302	261	218	369	321	276
PRE	35	269	229	187	370	316	260	455	391	324
ME	40	290	246	200	399	340	278	493	421	347
=	45	310	261	212	427	362	296	527	449	369
Tow	per 100' (GPM / GPH)	0.87/40	1,02/61	1.53/92	0.44/25.67	0.68/41	1.02/61	0.34/20	0.51/31	0.77/48

Lateral lengths are based on flows allowing for a 2 fps illushing/scouring velocity

	DRIPPER SPACING		12			187			24"	
DRIP	PER FLOW RATE (GPH)	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0,6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
<u>u</u>	15	201	171	140	275	235	194	337	289	241
PRESSURE	25	266	222	179	366	308	251	453	383	313
E I	35	316	262	210	437	365	295	543	455	369
INLET	40	337	280	223	469	391	313	583	487	393
2	45	358	296	235	497	413	331	619	517	415
Flow	per 100' (GPM / GPH)	0,67/40	1.02/61	1.53/92	0.44/26.67	0.08/91	1,02/61	0.34/20	0.51/31	0.77/48

Lateral lengths are based on flows allowing for a 1.5 fps flushing/scouring velocity

	DRIPPER SPACING		12		and the same of	18			24"	
RIP	PER FLOW RATE (GPH)	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.5 GPH	0.9 GPH	0,4 GPH	0.6 GPH	0.9 GPH
4	15	248	205	163	344	285	228	427	355	285
INLET PRESSURE	25	315	258	203	440	361	286	549	453	359
	35	367	299	234	513	419	331	643	527	417
	40	389	316	248	545	445	350	683	559	441
=	45	409	332	260	574	468	367	721	589	463
low	per 100' (GPM / GPH)	0.67/40	1,02/61	1.53/92	0.44/26.67	0.68/41	1.02/61	0.34/20	0.51/31	0.77/48

Lateral lengths are based on flows allowing for a 1 fps flushing/scouring velocity

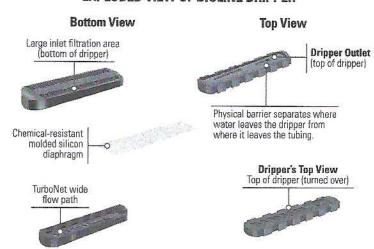
D.	RIPPER SPACING	TAME SAN	12			¥8 ¹⁷		II LES	247	11
DRIPP	ER FLOW RATE (GPH)	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH	0.4 GPH	0.6 GPH	0.9 GPH
Щ	15	301	242	188	422	341	265	531	429	335
PRESSURE	25	369	295	228	520	418	323	655	527	409
PRE	35	421	337	260	595	476	368	749	603	467
INLET	40	443	354	273	626	501	387	790	635	491
=	45	464	371	285	656	524	404	829	865	513
How	per 100' (GPM / GPH)	0.67/40	1.02/81	1.53/92	8.44/28.87	0.88/41	1.02/61	0.34/20	0.51/31	0.77/95

Lateral lengths are based on flows allowing for a 0.5 fps flushing/scouring volocity

Netafim recommends flushing velocities capable of breaking free any accumulated bioslimes and debris in the piping network.

- Notes: 1. Refer to local regulations for information on flushing velocities that may be written into codes.
 - 2. Netafim does not endorse a specific flushing velocity.
 - 3. Flushing velocities should be determined based on regulations, quality of effluent, and type of flushing control.
 - 4. Using a flushing velocity less than 1 fps does not provide turbulent flow as defined by Reynolds Number.
 - 5. Higher flushing velocities provide more aggressive flushing.

EXPLODED VIEW OF BIOLINE DRIPPER



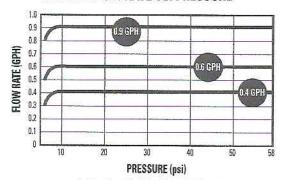
BIOLINE DRIPPER OPERATION

Bioline® drippers are pressure compensating - delivering the water uniformly into the soil for further treatment or for reuse by the landscape. These unique drippers allow the tubing to be installed on flat topography or steep slopes,

Bioline drippers are protected against microbial slime. Each dripper is impregnated with an antimicrobial agent to resist biological build-up.

Netafim drippers are continuously self-cleaning during operation, not just at the beginning and end of a cycle. The result is dependable, clog-free operation, year after year.

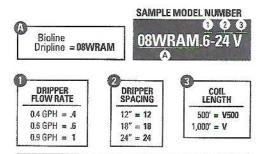
DRIPPER FLOW RATE VS. PRESSURE



Between 0 and 7 psi, the dripper functions as a turbulent flow emitter, ensuring that the nominal design flow is not exceeded at system start-up.

FLOW PER		DRIPPER	U E CDN	DRIPPER	0.9 GPH	DIDDED
SPACING	GPH	GPM	GPH	GPM	GPH I	GPM
12"	40.0	0.67	61.0	1.02	92.0	1.53
18"	26.7	0.44	41.0	0.68	61.0	1.02
24"	20.0	0.34	31.0	0.51	46.0	0.77

SPECIFYING INFORMATION



BLANK Tubing Model Number: 250' = 08WRAM-250

FLOW RATE	DRIPPER SPACING	COIL LENGTH	MODEL NUMBER
0.4 GPH	12"	1,000' 500'	08WRAM.4-12V 08WRAM.4-12V500
0.4 GPH	18"	1,000' 500'	08WRAM.4-18V 08WRAM.4-18V500
0.4 GPH	24"	1,000' 500'	08WRAM.4-24V 08WRAM.4-24V500
0.6 GPH	12"	1,000' 500'	08WRAM.6-12V 08WRAM.6-12V500
0.6 GPH	18"	1,000° 500°	08WRAM.6-18V 08WRAM.6-18V500
0.6 GPH	24"	1,000' 500'	08WRAM.6-24V 08WRAM.6-24V500
0.9 GPH	12"	1,000' 500'	08V/RAM1-12V 08V/RAM1-12V500
0.9 GPH	18"	1,000' 500'	08WRAM1-18V 08WRAM1-18V500
0.9 GPH	24"	1,000' 500'	08WRAM1-24V 08WRAM1-24V500
Blank Tubi	ng 17mm	250'	08WRAM-250

 From:
 Ritzen,Brenda

 To:
 Keith Eismann

 Cc:
 Hoyt Seidensticker

Subject: RE: Permit Correction Sheets - 1095 Diamond Head Dr. - Permit 118123

Date: Wednesday, March 5, 2025 10:00:00 AM

Keith,

Since there are areas that contain as little as 4 inches of soil the addition of 6 inches of soil below the tubing will not meet the minimum 12 inches that is needed. Revise as necessary and resubmit.

Thank you,

Brenda Ritzen Environmental Health Coordinator Comal County Engieers Office 195 David Jonas Drive New Braunfels, Texas 78132 830-608-2090 www.cceo.org

----Original Message-----

From: Keith Eismann < keith.eismann@yahoo.com>

Sent: Tuesday, March 4, 2025 4:40 PM To: Ritzen,Brenda <rabbjr@co.comal.tx.us>

Cc: Hoyt Seidensticker < hoyt@landstewardshipservices.com>

Subject: Permit Correction Sheets - 1095 Diamond Head Dr. - Permit 118123

This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

Brenda,

I have attached the corrected permit sheets that now show the correct drip tubing installation requirements for the job. Please let me know if additional information is required to release the authorization to construct.

Thank you,

Keith Eismann Eoff Septic Services 210-385-2350 8/14/2023 3:51 PM Aerobic with Drip Irrigation System



REVISED 9:48 am, Mar 05, 2025

Corrected - 3/4/25

5

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

Field loading Rates and Distribution

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

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

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

The area of the drip tubing will need to before installing the drip tubing. The drip



installer. The area will need to be leveled be installed as level as possible.

A minimum of 6" of Class II or Class III soil must be used under and over the drip tubing. The installer must certify to the permitting authority there will be a minimum of 12 inches of imported material between the drip tubing and the restrictive horizon of limestone rock.

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

Hoyt Seidensticker, R.S. No. 3588

Date

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

Cell (210) 414-6603.

hovt@landstewardshipservices.com

VOID

REVISED

9:48 am, Mar 05, 2025

Corrected - 3/4/25

المد

Specs

Aerobic with Drip Irrigation Disposal System Dotare Construction Group LLC Lot 269, Canyon Lake Hills, unit 1 1095 Diamond Head Drive Canyon Lake, Texas 78133 Comal County

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

ô"

A minimum of 6" of Class II or Class III soil must be used under and over the drip tubing. The installer must certify to the permitting authority there will be a minimum of 12 inches of imported material between the drip tubing and the restrictive horizon of limestone rock.

drip tubing laid on 2 foot centers

native soil

Cross Se

single connection

All pipes from the structures to the septic tank shall be no less than 1/8 inch fall per foot of pipe

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

100 yr flood plain does not exist on this tract

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

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

The installer will need to certify to the permitting authority that there is a minimum of 12 inches of soil between the bottom of the drip tubing and the restrictive horizon.

From: Ritzen, Brenda

To: "brad@dotareconstruction.com"; Keith Eismann

Subject: Permit 118123

Date: Wednesday, December 18, 2024 4:23:00 PM

Attachments: <u>image001.pnq</u>

Pages from 118123.pdf

Re: Dotare Construction Group LLC

Canyon Lake Hills Unit 1 Lot 269

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:

- During a preliminary inspection it was discovered that the Aerobic Treatment Unit (ATU) has been installed. Be advised that no further installation may take place until the Permit to Construct is issued. Also be advised that once the Permit to Construct is issued the ATU will need to be exposed for first inspection.
- 2. See attached results of our preliminary inspection. Existing soils do not provide sufficient soil depth to trench the tubing in at 6 inches as indicated within your installation details. 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 Aerobic with Drip Irrigation Disposal System Dotare Construction Group LLC Lot 269, Canyon Lake Hills, unit 1 1095 Diamond Head Drive Canyon Lake, Texas 78133 Comal County

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

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

| Comparison of the drip tubing is taid on top of the native soil is scarified then a minimum of 6 inches of class II sandy loam or Class III clay loam must be placed on top of the drip tubing.

| Comparison of the drip tubing is taid on top of the native soil and the native soil is scarified then a minimum of 6 inches of class II sandy loam or Class III clay loam must be placed on top of the drip tubing.

Cross Section of Drip Irrigation single connection

All pipes from the structures to the septic tank shall be no less than 1/8 inch fall per foot of pipe

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

100 yr floven tract

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

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

The installer will need to certify to the permitting authority that there is a minimum of 12 inches of soil between the bottom of the drip tubing and the restrictive horizon.





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

Date	The state of the s		Permit Nur	1181 nber	23
1 APPI ICANT	/ AGENT INFORMATION				
Owner Name	Dotare Construction Group LLC	Annat Nama	F-# 0#- 0		
	3 21807 Barton Woods	Agent Name	Eoff Septic S		
	San Antonio, TX 78259	Agent Address			
Phone #		City, State, Zip			
Email	210-415-9770	Phone #	210-844-188		
	brad@dotareconstruction.com	Email	keith.eismani	n@yahoo.com	
2. LOCATION					
	me Canyon Lake Hills	· ·	Init 1	Lot 269	Block
	Abstract Number	·		Acreage	.1722
		City Canyon Lake)	State TX	Zip <u>78133</u>
3. TYPE OF DE	VELOPMENT				
Single Fa	mily Residential				
Type of C	Construction (House, Mobile, RV, Etc.) House				
Number o	of Bedrooms 3				
Indicate 5	6q Ft of Living Area 1625				
Non-Singl	e Family Residential				
(Planning r	naterials must show adequate land area for doubling th	e required land nee	ded for treatmen	nt units and disp	osal area)
Type of F	acility				
Offices, F	actories, Churches, Schools, Parks, Etc Indicate	Number Of Occ	upants 1		1.00
	nts, Lounges, Theaters - Indicate Number of Seats	_	300000000000000000000000000000000000000		
	tel, Hospital, Nursing Home - Indicate Number of				
	ailer/RV Parks - Indicate Number of Spaces				
Miscellan					
		· · · · · · · · · · · · · · · · · · ·			
Estimated Co	st of Construction: \$ 225000. (5	Structure Only)			
is any portion	of the proposed OSSF located in the United State	es Army Corps of	Engineers (US	ACE) flowage	easement?
A	No (If yes, owner must provide approve from USACE for			e USACE flowage	
- Automati	rer Public Private Well				7.40.51.51.51
4. SIGNATURE					
By signing this app - The completed a	olication, I certify that: pplication and all additional information submitted does	not contain any fals	se information as	nd does not con	ceal any material
facts. I certify the property.	at I am the property owner or I possess the appropriate	land rights necessa	ry to make the p	ermitted improv	rements on said
- Authorization is h	nereby given to the permitting authority and designated	agents to enter upo	n the above des	cribed property	for the purpose of
	on and inspection of private sewage facilities a permit of authorization to construct will not be issued	until the Floodplain	Administrator h	as performed th	e reviews required
by the Comal Co	unty Flood Damage Prevention Order.				
/ animalively col	nsent to the online posting/public release of my e-mail s	iduress associated \	viin this permit a	application, as a	pplicable,
Signature of 0	Namor	Chuly	217	3	
Signature of W	witer	natel			Page 1 of 2 Revised January 2021

8/14/2023 3:51 PM Aerobic with Drip Irrigation System



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

Field loading Rates and Distribution

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

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

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

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

If the drip tubing is trenched in, a minimulation of the trench over the drip tubing as ion as it is free of rocks. If the material that comes out of the trench is full of rocks, then a class II sandy loam or class III clay loam must be used to cover the drip tubing. The installer must certify to the permitting authority that there will be a minimum of 12 inches of native material or imported material between the drip tubing and the restrictive horizon of limestone rock.

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

Hoyt Seidensticker, R.S. No. 3588

Date

-17-23

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

Cell (210) 414-6603,

hovt@landstewardshipservices.com

FIRST LOAN RENEWAL, EXTENSION, AND MODIFICATION AGREEMENT

THIS FIRST LOAN RENEWAL, EXTENSION, AND MODIFICATION AGREEMENT (this "Agreement") is executed by Jefferson Bank ("Lender"), DOTARE CONSTRUCTION GROUP, LLC, a Texas limited liability company ("Borrower", whether one or more), and TAMMY R. COX and BRADLEY J. COX (the "Guarantors", whether one or more).

ARTICLE I. Introductory Provisions

The following introductory provisions are the basis for and a part of this Agreement:

- 1.1 <u>The Loan</u>. The following documents (among others) have been executed and delivered to Lender in connection with, as evidence of, or as security for a certain loan or loans (the "Loan", whether one or more) from Lender to Borrower:
- (a) Promissory Note (the "Note") dated December 17, 2021, in the original principal sum of \$301,500.00 executed by Borrower payable to Lender.
- (b) Deed of Trust (the "Deed of Trust") dated December 17, 2021, executed by Borrower in favor of Lender and recorded in Clerk's File No. 202106064808 of the Real Property Records of Comal County, Texas, covering (among other things) the following described real property (the "Property"):

LOTS 269, 271, 272 AND 273, CANYON LAKE HILLS, UNIT NO. 1, SITUATED IN COMAL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2, PAGE 17, MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS.

LOT 270 R, CANYON LAKE HILLS, UNIT NO. 1, SITUATED IN COMAL COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 13, PAGE 311, MAP AND PLAT RECORS OF COMAL COUNTY, TEXAS.

- (c) One or more Guaranty Agreements (the "Guaranty Agreements", whether one or more) executed by Guarantors.
- 1.2 <u>Loan Documents</u>. The Note, the Deed of Trust, the Guaranty Agreements, and all other documents which have been executed in connection with, as evidence of, or as security for the Loan, including without limitation, all guaranty agreements (collectively, the "Loan Documents") are incorporated into this Agreement by reference for all purposes. If the terms of any of the Loan Documents have previously been amended or modified in writing all references in this Agreement to the Loan Documents, either individually or collectively, means the Loan Documents as so amended or modified.
- 1.3 <u>Collateral</u>. All property, both real and personal, tangible and intangible (including without limitation, the Property) described in the Loan Documents as being given as collateral for the Loan is referred to collectively in this Agreement as the "Collateral." The term "Collateral" does not include any property that has been partially released from the Liens prior to the date of this Agreement pursuant to partial releases recorded in the Real Property Records of the county in which the Property is located.

- 1.4 <u>Liens</u>. All liens, rights, security interests, and assignments (whether absolute or as collateral) (collectively, the "Liens") created, granted, or made by the Loan Documents are and continue to be valid liens, rights, assignments, and security interests in the Collateral and have the same priority as they did when they were originally granted to Lender.
- 1.5 <u>Borrower's Request.</u> Borrower has requested that the terms of the Loan Documents be renewed, extended, and/or modified in accordance with the terms of this Agreement.
- 1.6 <u>Lender's Agreement</u>. Lender is the legal owner and holder of the Note and Liens and has agreed to renew, extend, and/or modify the terms of the Loan Documents in accordance with the terms of this Agreement.

ARTICLE II. Agreement

- 2.1 <u>Borrower's Warranties and Representations.</u> Borrower warrants and represents that the facts recited in the Introductory Provisions are true and correct. Borrower reaffirms each of the representations, warranties, covenants, and agreements of Borrower set forth in the Loan Documents, with the same force and effect as if each were separately stated in this Agreement and made as of the date of this Agreement. Borrower warrants and represents that no event has occurred and no condition exists which would constitute a default under the Loan Documents, either with or without notice or lapse of time, or both. Borrower represents and warrants to Lender that the Loan will be used by Borrower for business and commercial purposes, and not for personal, family, or household use.
- 2.2 <u>Borrower's Covenants</u>. Borrower confirms and agrees that the Loan Documents represent valid and enforceable obligations of Borrower. Borrower acknowledges and agrees that there are no existing claims, defenses, personal or otherwise, or rights of setoff whatsoever with respect to any of the Loan Documents. Borrower covenants and agrees that this Agreement will be considered an amendment to and ratification of the Loan Documents, and except as expressly amended and modified by this Agreement, all terms and provisions of the Loan Documents will be and remain in full force and effect.
- 2.3 Renewal and Promise to Pay. Borrower renews the Note and all other indebtedness evidenced by the Loan Documents and promises to pay to the order of Lender at its offices in Bexar County, Texas the principal sum of Three Hundred One Thousand Five Hundred and No/100 Dollars (\$301,500.00) (being the present unpaid principal amount of the Note), together with interest on the principal balance from time to time remaining unpaid from the effective date of this Agreement until maturity at the "Applicable Rate" as defined in this Agreement. All matured, unpaid principal and interest shall bear interest from date of maturity until paid at the "Maximum Rate" as defined in this Agreement.

2.4 Interest Rate.

(a) Maximum Rate. The term "Maximum Rate" as used in this Agreement means, at the particular time in question, the maximum rate of non-usurious interest (taking into account all amounts paid or required to be paid which may be deemed, held, or classified as interest under applicable law) which, under applicable law, may then be charged on the Note or, if no maximum rate exists, eighteen percent (18.00%) per annum. If the maximum rate of non-usurious interest changes after the date of this Agreement, the Maximum Rate shall automatically be increased or decreased, as the case may be, without notice to Borrower from time to time as of the effective time of each change in the maximum non-usurious

rate. If Chapter 303 of the Texas Finance Code is applicable to the Note or this Agreement, the interest rate ceiling applicable to the Note and this Agreement is the "weekly ceiling" as defined in Chapter 303 of the Texas Finance Code.

- Index Rate. The term "Index Rate" as used in this Agreement means, at the particular time in question the U.S. Prime Rate as quoted and published in the Money Rates Section of the printed edition of the Wall Street Journal. The U.S. Prime Rate is the index agreed upon by the Borrower and the Lender to determine the rate of interest for the Note, as modified by this Agreement. Use of the U.S. Prime Rate is not to be construed as a warranty or representation that the U.S. Prime Rate is more favorable than another rate or index, that rates on other loans or credit facilities may not be based on indices other than the U.S. Prime Rate, or that rates on loans to others may not be made below the U.S. Prime Rate. If more than one Index Rate is quoted and published on any date that the Index Rate is to be determined under the Note as modified by this Agreement, the higher Index Rate quoted and published on that date will be the Index Rate used for purposes of that Index Rate determination. If (i) the Index Rate ceases to be published, or (ii) Lender determines that the Index Rate is no longer widely being used by commercial banks as a loan index in the United States for new commercial loans similar to the loan evidenced by this Note, Lender may select another index to determine the Applicable Rate by providing written notice to Borrower of the change (and, if applicable, the adjustment of the interest rate margin under this Note so that the Applicable Rate after the change approximates the Applicable Rate under this Note in effect immediately prior to the replacement of the Index Rate). Following such notice, this alternative index and margin shall be used to calculate the rate of interest that will be charged on this Note.
- (c) Applicable Rate. The "Applicable Rate" of interest shall be a floating rate which shall from time to time be equal to the lesser of (i) the Maximum Rate or (ii) the Index Rate plus 0.50%, such interest rate to change automatically without notice to Borrower from time to time as the Index Rate or Maximum Rate changes until the principal is repaid.
- (d) Interest Computation. Interest shall be computed on the basis of a year of 360 days and for the actual number of days elapsed (including the first day but excluding the last day). Interest shall be calculated on the unpaid principal to the date of each installment paid and the payment shall be credited first to accrued but unpaid interest and the balance to the reduction of the principal.
- (e) Floor. Notwithstanding anything contained in this Agreement to the contrary, the Applicable Rate shall never be less than 5.50% per annum.

2.5 Payment.

- (a) Scheduled Payments. Interest only shall be due and payable monthly as it accrues, on the 17th day of each calendar month, beginning on January 17, 2023, and continuing regularly thereafter until April 17, 2023 (the "Maturity Date"), when the entire amount of unpaid principal and all accrued but unpaid interest shall be due and payable.
- (b) *Prepayments*. The Note may be prepaid, in whole or in part, at any time without penalty of any kind. Prepayments shall be credited first to accrued but unpaid interest to the date of the prepayment and the balance to the reduction of principal.
- 2.6 <u>Balloon Notice</u>. The Loan is payable in full on the Maturity Date. At maturity, Borrower must repay the entire principal balance of the Loan and unpaid

INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT BORROWER OWNS, OR BORROWER WILL HAVE TO FIND ANOTHER LENDER WILLING TO LEND BORROWER THE MONEY. IF BORROWER REFINANCES THE LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF BORROWER OBTAINS FINANCING FROM THE SAME LENDER.

- 2.7 <u>Joint and Several Liability</u>. If this Agreement is executed by more than one party, each surety party is jointly and severally liable for the obligations of Borrower under this Agreement. If Borrower is a partnership, each general partner of Borrower shall be jointly and severally liable for the obligations of Borrower under this Agreement and each such general partner waives any requirement of law that Lender exhausts any assets of Borrower before proceeding against such general partner's assets.
- 2.8 Usury Savings. It is the intention of Lender and Borrower to conform strictly with applicable usury laws now in force. No provision of this Agreement or the Loan Documents requires the payment, or permits the collection of interest in excess of the maximum amount permitted by applicable law. If at any time the interest received or contracted for exceeds the maximum lawful rate, the Lender will refund the amount of the excess, or will credit the amount of the excess against amounts owing under the Loan and such excess will not be considered the payment of interest. Determination of the rate of interest will be made by amortizing, prorating, allocating and spreading in equal parts during the full contracted period of the life of the Loan all interest at any time contracted for, charged or received from Borrower in connection with the Loan. This Agreement will be governed by and construed under the applicable laws of the State of Texas and the laws of the United States of America, except that Chapter 346 of the Texas Finance Code and its successor statutes, as amended (which regulates certain revolving credit loan accounts and revolving tri-party accounts), will not apply to this Agreement. Borrower agrees that as a condition precedent to any claim seeking usury penalties against Lender, Borrower shall provide written notice to Lender, advising Lender in reasonable detail of the nature and amount of the violation, and Lender shall have 60 days after receipt of such notice in which to correct such usury violation, if any, by either refunding such excess interest to Borrower or crediting such excess interest against the Note and/or any other indebtedness then owing by Borrower to Lender.
- 2.9 Renewal and Extension of Liens. Borrower renews and extends the Liens against the Collateral until the indebtedness evidenced by the Note and Loan Documents as renewed, extended, and modified has been paid in full. Borrower agrees that this Agreement and all prior renewals, extensions, and modifications will in no manner affect or impair the Loan or the Liens, and that the Liens will not in any manner be waived, the purpose of this Agreement being simply to renew, extend, and modify the terms of the Loan and the Loan Documents and to carry forward all of the Liens. Borrower agrees that the Liens are valid, enforceable, and in existence on the date of this Agreement. Borrower agrees that all terms and provisions of the Loan Documents are in full force and effect as therein written, except as expressly modified by this Agreement. Acceptance of this Agreement by Lender will be without prejudice to its right at any time in the future to exercise any and all rights conferred upon it by the Loan Documents, with reference to future defaults. This Agreement cannot be changed except by written instruments signed by each of the parties.
- 2.10 <u>Convictions</u>. Borrower represents and warrants to Lender that neither Borrower nor any of its principals has been convicted of (or pleaded nolo contendere or no contest to) a crime involving bank fraud, embezzlement, sex offences against a minor, mail fraud, or money laundering. For purposes of the

immediately preceding sentence, "principals" means (i) for a partnership, each general partner and any other partner who is a natural person and holds twenty percent (20%) or more ownership interest in the partnership, or (ii) for a corporation, limited liability company, association, or other entity, each director, each of the five (5) most highly-compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of twenty percent (20%) or more of the capital stock or other equity or ownership interest of the entity.

Release and Covenant not to Sue. IN CONSIDERATION OF (I) THE RENEWAL, EXTENSION AND/OR MODIFICATION OF CERTAIN PROVISIONS OF THE NOTE AND THE LOAN DOCUMENTS AS HEREIN PROVIDED, AND (II) THE OTHER BENEFITS RECEIVED BY BORROWER AND ANY GUARANTORS UNDER THIS AGREEMENT, BORROWER AND GUARANTORS, IF ANY, HEREBY RELEASE, RELINQUISH AND FOREVER DISCHARGE LENDER, AS WELL AS ITS PREDECESSORS, SUCCESSORS, ASSIGNS, AGENTS, ATTORNEYS, OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES (TOGETHER, THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL CLAIMS, DAMAGES (DIRECT OR CONSEQUENTIAL), CAUSES OF ACTION, COSTS, AND EXPENSES OF ANY KIND WHATSOEVER, IN LAW OR IN EQUITY, AT COMMON LAW, STATUTORY, OR OTHERWISE, WHICH BORROWER AND GUARANTORS, IF ANY, HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES (OR ANY OF THEM), WHETHER KNOWN OR UNKNOWN OCCURRING PRIOR TO THE DATE OF THIS AGREEMENT AND WHICH ARE, DIRECTLY OR INDIRECTLY, ATTRIBUTABLE TO OR ARISING OUT OF THE COLLATERAL, THE LOAN, OR THE LOAN DOCUMENTS, INCLUDING WITHOUT LIMITATION, CLAIMS BASED UPON: BREACH OF FIDUCIARY DUTY, BREACH OF ANY DUTY OF FAIR DEALING, BREACH OF CONFIDENCE, UNDUE INFLUENCE, FRAUD, UNCONSCIONABILITY, DURESS, ECONOMIC DURESS OR COERCION, CONTROL, CONFLICT OF INTEREST, MISUSE OF INSIDER INFORMATION, NEGLIGENCE, GROSS NEGLIGENCE, BAD FAITH, MALPRACTICE, VIOLATIONS OF THE RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS ACT, INTENTIONAL OR NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS, TORTIOUS INTERFERENCE WITH CONTRACTUAL OR BUSINESS RELATIONS, TORTIOUS INTERFERENCE WITH CORPORATE GOVERNANCE OR PROSPECTIVE BUSINESS ADVANTAGE, USURY, WRONGFUL SETOFF, ENVIRONMENTAL DUE DILIGENCE, VIOLATIONS OF THE TEXAS DECEPTIVE TRADE PRACTICES/CONSUMER PROTECTION ACT, LIBEL, SLANDER, CONSPIRACY, THE ILLEGALITY, UNENFORCEABILITY, OR ALLEGED BREACH OF THE LOAN DOCUMENTS, THE ENFORCEMENT OF THE LOAN DOCUMENTS, THE CONDITION OF THE COLLATERAL, MISUSE OF COLLATERAL, WRONGFUL RELEASE OF COLLATERAL, FAILURE TO INSPECT, AND ANY ACTS OF OMISSION OR COMMISSION, REPRESENTATIONS, OR WARRANTIES, ALLEGED TO HAVE OCCURRED OR BEEN MADE BY LENDER, ITS TRUSTEES, AGENTS, SERVANTS, EMPLOYEES, OFFICERS, SHAREHOLDERS, OR ATTORNEYS IN CONNECTION WITH THE LOAN DOCUMENTS, THE COLLATERAL, OR THE LOAN AND/OR ITS SOLICITATION, PROCESSING, APPROVAL, CLOSING, ADMINISTRATION, COLLECTION, OR ENFORCEMENT. BORROWER AND GUARANTORS, IF ANY, FURTHER AGREE TO LIMIT ANY DAMAGES THAT THEY MAY SEEK IN CONNECTION WITH ANY CLAIM OR CAUSE OF ACTION, IF ANY, TO EXCLUDE ALL PUNITIVE AND EXEMPLARY DAMAGES, DAMAGES ATTRIBUTABLE TO LOST PROFITS OR OPPORTUNITY, DAMAGES ATTRIBUTABLE TO MENTAL ANGUISH, AND DAMAGES ATTRIBUTABLE TO PAIN AND SUFFERING, AND DAMAGES WHICH MAY ARISE AT ANY TIME AGAINST ANY OF THE RELEASED PARTIES. BORROWER AND GUARANTORS, IF ANY, REPRESENT AND WARRANT THAT NO FACTS EXIST THAT COULD PRESENTLY OR IN THE FUTURE SUPPORT THE ASSERTION OF ANY CLAIMS AGAINST THE RELEASED PARTIES. BORROWER AND GUARANTORS, IF ANY, FURTHER COVENANT NOT TO SUE THE RELEASED PARTIES ON ACCOUNT OF ANY OF THE MATTERS DESCRIBED IN THIS PARAGRAPH AND EXPRESSLY WAIVE ANY AND ALL DEFENSES BORROWER AND GUARANTORS, IF ANY, MAY HAVE IN CONNECTION WITH BORROWER'S AND GUARANTORS', IF ANY, DEBTS AND OBLIGATIONS UNDER THE LOAN DOCUMENTS AND THIS AGREEMENT.

- 2.12 <u>Guarantors' Consent.</u> The Guaranty Agreements were executed by Guarantors to guaranty repayment of the indebtedness evidenced by the Loan Documents. Guarantors join in the execution of this Agreement to evidence consent to all of its terms and provisions and to acknowledge and evidence, among other things, the continuing validity of the Guaranty Agreements and Guarantors' duties and obligations under the Guaranty Agreements. The lack of any Guarantor's signature on this Agreement will not be deemed (i) to release that Guarantor, (ii) to waive or affect in any way Lender's rights under the Guaranty Agreements, or (iii) to release that Guarantor's obligations under the Guaranty Agreements previously signed by that Guarantor and delivered to Lender in connection with the Loan.
- 2.13 <u>Jury Waiver</u>. Lender, Borrower, and Guarantors hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by Lender, Borrower or Guarantor against the other.

THIS AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED to be effective on December 17, 2022.

BORROWER:

DOTARE	CONSTRUCT	ION GROLIE	TICAT	avec limited	liability company
DOLLING	COMPLETE	TON CIVEND	a Library of 1	EXAN HIHHELL	пипппо сопприво

By:

Fammy R Cox Manager

GUALUATI ONIS

TAMMY R. COX

BRADLEY J COX

ACCEPTED AND AGREED TO BY LENDER:

JEFFERSON BANK

By: Name:

Name: Title: tor Torres

STATE OF TEXAS § COUNTY OF Bexas §
This instrument was acknowledged before me on the Trid day of December, 20 12 by Tammy R Cox, the Manager of DOTARE CONSTRUCTION GROUP, LLC, a Texas limited liability company, or behalf of such limited liability company.
J KRINER Notary ID #133664328 My Commission Expires March 23, 2026 Notary Public, State of Texas
STATE OF TEXAS § COUNTY OF BEXAU §
This instrument was acknowledged before me on the ZZZZ day of December, 20 ZZ by TAMMY R. COX.
SEAL Notary ID #133664328 My Commission Expires March 23, 2026 Notary Public, State of Texas
STATE OF TEXAS § COUNTY OF BELOW §
This instrument was acknowledged before me on the the day of december, 2012 by BRADLEY J. COX.
[SEAL J KRINER Notary ID #133664328 Notary Public, State of Texas March 23, 2026
STATE OF TEXAS § COUNTY OF BEXAR §

MARNI S GARLAND Notary ID #128460645 My Commission Expires December 20, 2026

This instrument was acknowledged before me on this 27 day of Dec., 20 by Hector Torres, SVP of Jefferson Bank, on behalf of said bank. Notary Public, State of Texas

AFTER RECORDING RETURN TO: Jefferson Bank - Attn Loan Administration (NEBC) P.O. Box 5190 San Antonio, Texas 78201

> Filed and Recorded Official Public Records Bobbie Koepp, County Clerk Comal County, Texas 12/29/2022 08:55:41 AM TERRI 8 Pages(s) 202206053305





Receipt No.

Check No.

OSSF DEVELOPMENT APPLICATION

COMAL COUNTY		CHECKI	IST
ENGINEER'S OFFICE	Staff	will complete	shaded items
	Date Received	Initials	Permit Number
Instructions: Place a check mark next to all items that apply. For ite Checklist must accompany the completed application.	ems that do not apply, place	e "N/A". This C	SSF Development Application
OSSF Permit			
Completed Application for Permit for Authorization	on to Construct an On-Site	Sewage Facili	ty and License to Operate
Site/Soil Evaluation Completed by a Certified Site	e Evaluator or a Profession	nal Engineer	
Planning Materials of the OSSF as Required by to of a scaled design and all system specifications.	the TCEQ Rules for OSSF	Chapter 285.	Planning Materials shall consist
Required Permit Fee - See Attached Fee Schedu	ile		
Copy of Recorded Deed			
Surface Application/Aerobic Treatment System			
Recorded Certification of OSSF Requiring	Maintenance/Affidavit to the	ne Public	
Signed Maintenance Contract with Effective	e Date as issuance of Lice	inse to Operat	е
I affirm that I have provided all information require constitutes a completed OSSF Development Appli		nent Applicat	ion and that this application
Signature of Applicant		7-21.	2-3 Date
COMPLETE APPLICATION		INCOMPLE	TE APPLICATION

Revised: September 2019

(Missing Items Circled, Application Refeused)