

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

| No. | Description | Answer | Citations | Notes | 1st Insp. | 2nd Insp. | 3rd Insp. |
|-----|--|--------|---|-------|-----------|-----------|-----------|
| 1 | SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials | | 285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i) | | | | |
| 2 | SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards | | 285.91(10) 285.30(b)(4) 285.31(d) | | | | |
| 3 | SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26) | | 285.32(a)(1) | | | | |
| 4 | SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot | | 285.32(a)(3) | | | | |
| 5 | SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends) | | 285.32(a)(5) | | | | |
| 6 | PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements | | 285.32(b)(1)(G) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I) | | | | |
| 7 | PRETREATMENT Grease Interceptors if required for commercial | | 285.34(d) | | | | |

Inspector Notes:

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|-----|---|--------|---|-------|-----------|-----------|-----------|
| 8 | SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements | | 285.32(b)(1) (E) 285.91(2) 285.32(b)(1) (F) 285.32(b)(1)(E) (iii) 285.32(b)(1)(E)(ii) (II) 285.32(b)(1)(E)(ii) (I) 285.32(b)(1)(E) (i) 285.32(b)(1) (D) 285.32(b)(1)(C) (ii) 285.32(b)(1)(C) (i) 285.32(b)(1) (B) 285.32(b)(1) (A) 285.32(b)(1)(E)(iv) | | | | |
| 9 | ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used | | 285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b) | | | | |
| 10 | SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped | | 285.38(d) | | | | |
| 11 | SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions | | 285.38(d) 285.38(e) | | | | |
| 12 | SEPTIC TANK Tank Volume Installed | | | | | | |
| 13 | PUMP TANK Volume Installed | | | | | | |
| 14 | AEROBIC TREATMENT UNIT Size Installed | | | | | | |
| 15 | AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number | | | | | | |
| 16 | DISPOSAL SYSTEM Absorptive | | 285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3) | | | | |
| 17 | DISPOSAL SYSTEM Leaching Chamber | | 285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2) | | | | |
| 18 | DISPOSAL SYSTEM Evapo-transpirative | | 285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2) | | | | |

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|-----|---|--------|--|-------|-----------|-----------|-----------|
| 19 | DISPOSAL SYSTEM Drip Irrigation | | 285.33(c)(3)(A)-(F) | | | | |
| 20 | DISPOSAL SYSTEM Soil Substitution | | 285.33(d)(4) | | | | |
| 21 | DISPOSAL SYSTEM Pumped Effluent | | 285.33(a)(4) 285.33(a)(3) 285.33(a)(1) 285.33(a)(2) | | | | |
| 22 | DISPOSAL SYSTEM Gravelless Pipe | | 285.33(a)(3) 285.33(a)(2) 285.33(a)(4) 285.33(a)(1) | | | | |
| 23 | DISPOSAL SYSTEM Mound | | 285.33(a)(3) 285.33(a)(1) 285.33(a)(2) 285.33(a)(4) | | | | |
| 24 | DISPOSAL SYSTEM Other (describe) (Approved Design) | | 285.33(d)(6) 285.33(c)(4) | | | | |
| 25 | DRAINFIELD Absorptive Drainline 3" PVC or 4" PVC | | | | | | |
| 26 | DRAINFIELD Area Installed | | | | | | |
| 27 | DRAINFIELD Level to within 1 inch per 25 feet and within 3 inches over entire excavation | | 285.33(b)(1)(A)(v) | | | | |
| 28 | DRAINFIELD Excavation Width DRAINFIELD Excavation Depth DRAINFIELD Excavation Separation DRAINFIELD Depth of Porous Media DRAINFIELD Type of Porous Media | | | | | | |
| 29 | DRAINFIELD Pipe and Gravel - Geotextile Fabric in Place | | 285.33(b)(1)(E) | | | | |
| 30 | DRAINFIELD Leaching Chambers DRAINFIELD Chambers - Open End Plates w/Splash Plate, Inspection Port & Closed End Plates in Place (per manufacturers spec.) | | 285.33(c)(2) | | | | |
| 31 | LOW PRESSURE DISPOSAL SYSTEM Adequate Trench Length & Width, and Adequate Separation Distance between Trenches | | 285.33(d)(1)(C)(i) | | | | |

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| 32 | EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart | | 285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B) 285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F) | | | | |
| 33 | AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines. | | 285.32(c)(1) | | | | |
| 34 | AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions | | | | | | |
| 35 | AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place. | | | | | | |
| 36 | PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump | | | | | | |
| 37 | PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions | | | | | | |
| 38 | PUMP TANK Secondary restraint system provided | | | | | | |
| 39 | PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried | | | | | | |

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|-----|---|--------|--|-------|-----------|-----------|-----------|
| 40 | APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple? | | 285.33(d)(2)(G)(iii)(II) 285.33(d)(2)(G)(iii)(III) 285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I) | | | | |
| 41 | APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed | | 285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F) | | | | |
| 42 | APPLICATION AREA Area Installed | | | | | | |
| 43 | PUMP TANK Meets Minimum Reserve Capacity Requirements | | | | | | |
| 44 | PUMP TANK Material Type & Manufacturer | | | | | | |
| 45 | PUMP TANK Type/Size of Pump Installed | | | | | | |



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 118390
Issued This Date: 04/07/2025
This permit is hereby given to: MARK KENT RISIEN, JR & ASHLEY R. RISIEN

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

2439 GEORGE PASS
CANYON LAKE, TX 78133

Subdivision: Adolf Bremer Survey #688, A-67
Unit: 0
Lot: 0
Block: 0
Acreage: 6.0400

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

RECEIVED

By Kathy Griffin at 11:04 am, Feb 18, 2025



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

| | | |
|----------------------|-----------------|----------------------|
| | | 118390 |
| <i>Date Received</i> | <i>Initials</i> | <i>Permit Number</i> |

Instructions:

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

OSSF Permit

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

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

Signature of Applicant

02/16/2025

Date

| | |
|--------------------------|-------------------|
| ___ COMPLETE APPLICATION | |
| Check No. _____ | Receipt No. _____ |

| |
|--|
| ___ INCOMPLETE APPLICATION (Missing Items Circled, Application Refused) |
|--|



COMAL COUNTY
ENGINEER'S OFFICE

RECEIVED

By Brandon Olvera at 11:45 am, Apr 07, 2025

ON-SITE SEWAGE FACILITY APPLICATION

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

Date November 15, 2024

Permit Number 118390

1. APPLICANT / AGENT INFORMATION

Owner Name MARK KENT RISIEN JR. & ASHLEY R. RISIEN
Mailing Address 2439 GEORGE PASS
City, State, Zip CANYON LAKE TEXAS 78133
Phone # 210-896-2010
Email mkrisien@gmail.com

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

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____
Survey Name / Abstract Number Adolf Bremer Survey 688, Abstract 67 Acreage 6.04
Address 2439 GEORGE PASS City CANYON LAKE State TX Zip 78133

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 5

Indicate Sq Ft of Living Area 4400

☐ 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: \$ 880,000 (Structure Only)

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

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

Source of Water ☒ Public ☒ Private Well ☐ Rainwater Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Signature of Owner

Date

Page 1 of 2

Revised January 2021



COMALCOUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

ADOLF BREMER SURVEY NO. 688, A-67, BEING 6.04 AC

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

Planning Materials & Site Evaluation as Required Completed By GREG W. JOHNSON, P.E.

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) NUWATER B-800-PCS Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table 111) 360

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

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

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

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

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

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 require a TCEQ approved WPAP? ☐ Yes ☒ No

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

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

Is there an existing TCEQ approval CZP for the property? ☐ Yes ☒ No

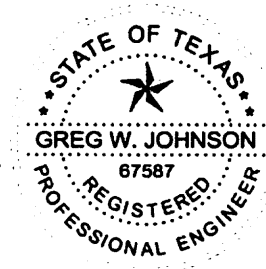
(if yes, the P.E. or R.S. shall certify that the OSSF design complies with all provisions of the existing CZP.)

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

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

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

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer

November 19, 2024
Date

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

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

I

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

II

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

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

IF NOT IN SUBDIVISION: 6.04 ACREAGE ADOLF BREMER SURVEY NO. 688, A-67 SURVEY

The property is owned by (insert owner's full name): MARK KENT RISIEN, JR & ASHLEY R. RISIEN

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

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

WITNESS BY HAND(S) ON THIS 9th DAY OF December, 20 24

X Mark Kent Risien, Jr.

MARK KENT RISIEN, JR

X Ashley R. Risien

ASHLEY R. RISIEN

Owner(s) signature(s)

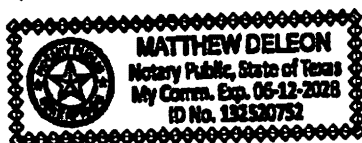
Owner (s) Printed name (s)

MARK KENT RISIEN, JR & ASHLEY R. RISIEN

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 9th DAY OF December, 20 24

Matthew DeLeon

Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
02/11/2025 01:01:08 PM
TAMMY 1 Pages(s)
202506003978



Bobbie Koepf

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer ASHLEY R. & MARK KENT RISEN JR
Site Address 2439 GEORGE PASS
City CANYON LAKE Zip 78133
Mailing Address SAME
County COMAL Map # CCEO 18, E5
Phone 210-896-2010
Email mkrisien@gmail.com

ADOLF BREMER SURVEY #688, A-67, being
6.04 acres

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

II. Effective Date:

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

III. Termination of Agreement:

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

IV. Services:

Contractor will:

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

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

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

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

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

f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

V. Disinfection:

RC



Customer's Initials

Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

MAA

Customer's Initials



RC

Contractor's Initials

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

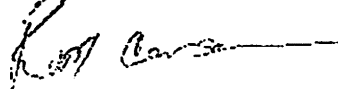
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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



Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036



Customer Signature

12/9/24
Date



Customer's Initials



RC

Contractor's Initials

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: November 18, 2024

Site Location: 6.04 ACRES OUT OF THE ADOLF BREMER SURVEY No. 688, A-67

Proposed Excavation Depth: N/A

Requirements:

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

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

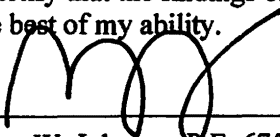
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.

Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

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

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

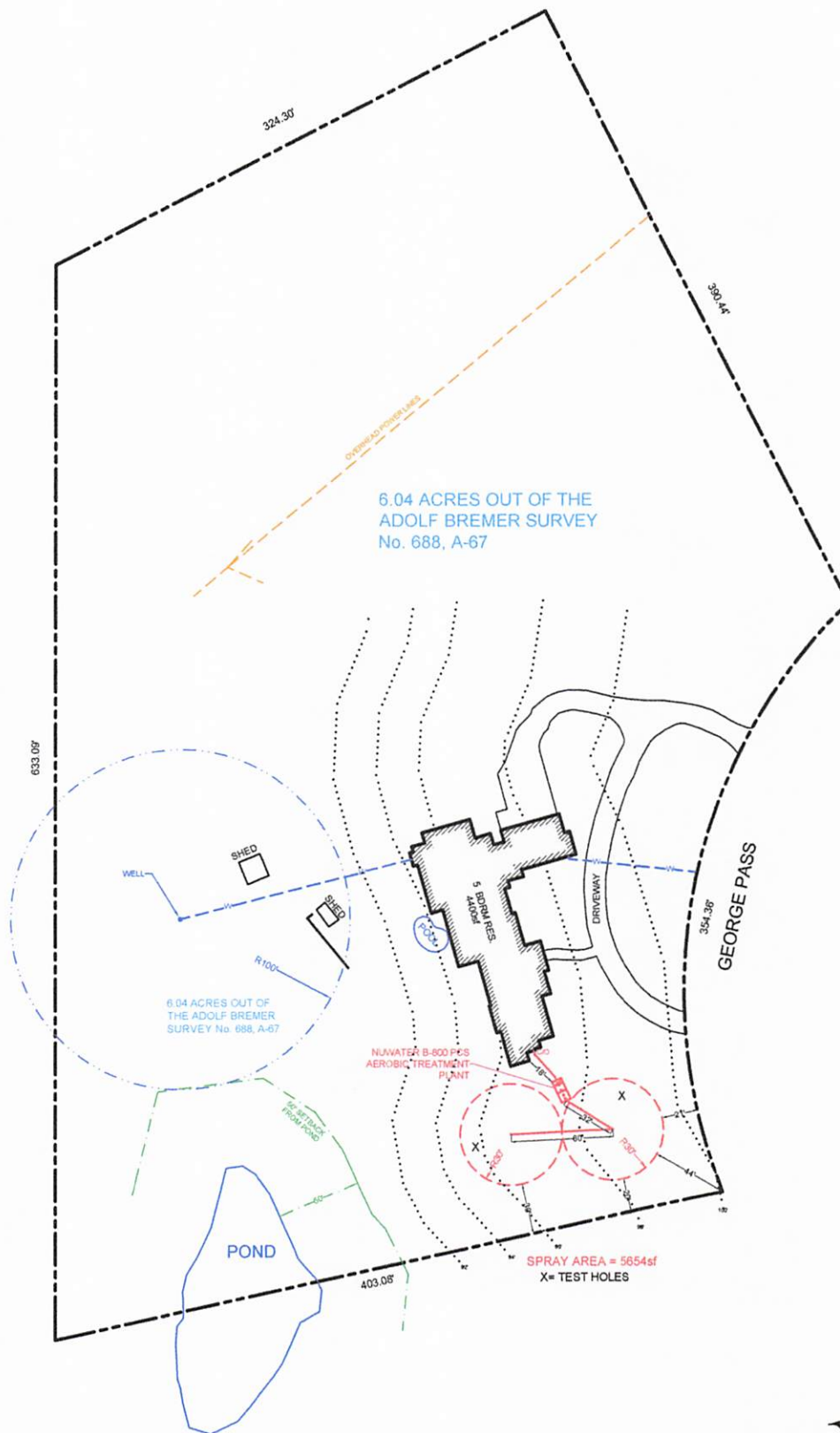
I certify that the findings of this report are based on my field observations and are accurate to the best of my ability.


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

11/18/24
Date

By Brandon Olvera at 1:08 pm, Jun 10, 2025

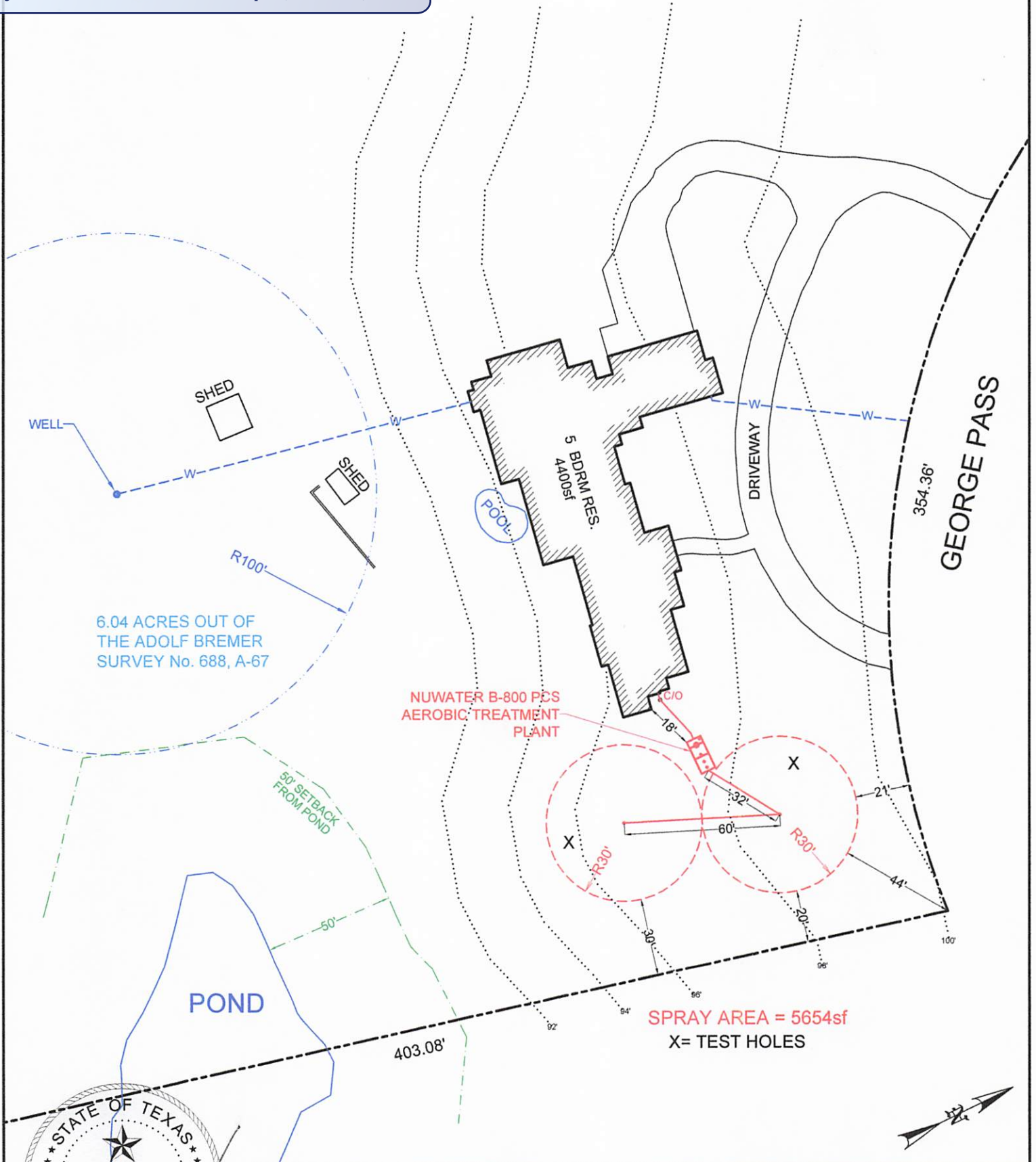
118390



| | | | | |
|---|--|----------------|-------------------|------------------------|
| OWNER: MARK KENT RISIEN JR & ASHLEY R. RISIEN | | | DRAWN BY: EJS III | |
| STREET ADDRESS: 2439 GEORGE PASS | | | | |
| LEGAL DESC: ADOLF BREMER SURVEY No. 688, A-67 | | | ACREAGE: 6.04 | |
| PREPARED BY: GREG W. JOHNSON, P.E. F#002585 | | SCALE: 1"=100' | DATE: 11/19/2024 | 3rd REVISION: 6/3/2025 |

RECEIVED

By Brandon Olvera at 1:08 pm, Jun 10, 2025



| | | | | | |
|-----------------|--|--------|--------|---------------|------------|
| OWNER: | MARK KENT RISIEN JR & ASHLEY R. RISIEN | | | DRAWN BY: | EJS III |
| STREET ADDRESS: | 2439 GEORGE PASS | | | | |
| LEGAL DESC: | ADOLF BREMER SURVEY No. 688, A-67 | | | ACREAGE: | 6.04 |
| PREPARED BY: | GREG W. JOHNSON, P.E. F#002585 | SCALE: | 1"=50' | DATE: | 11/19/2024 |
| | | | | 3rd REVISION: | 6/3/2025 |

Assembly Details

OSSF

DIMENSIONS:

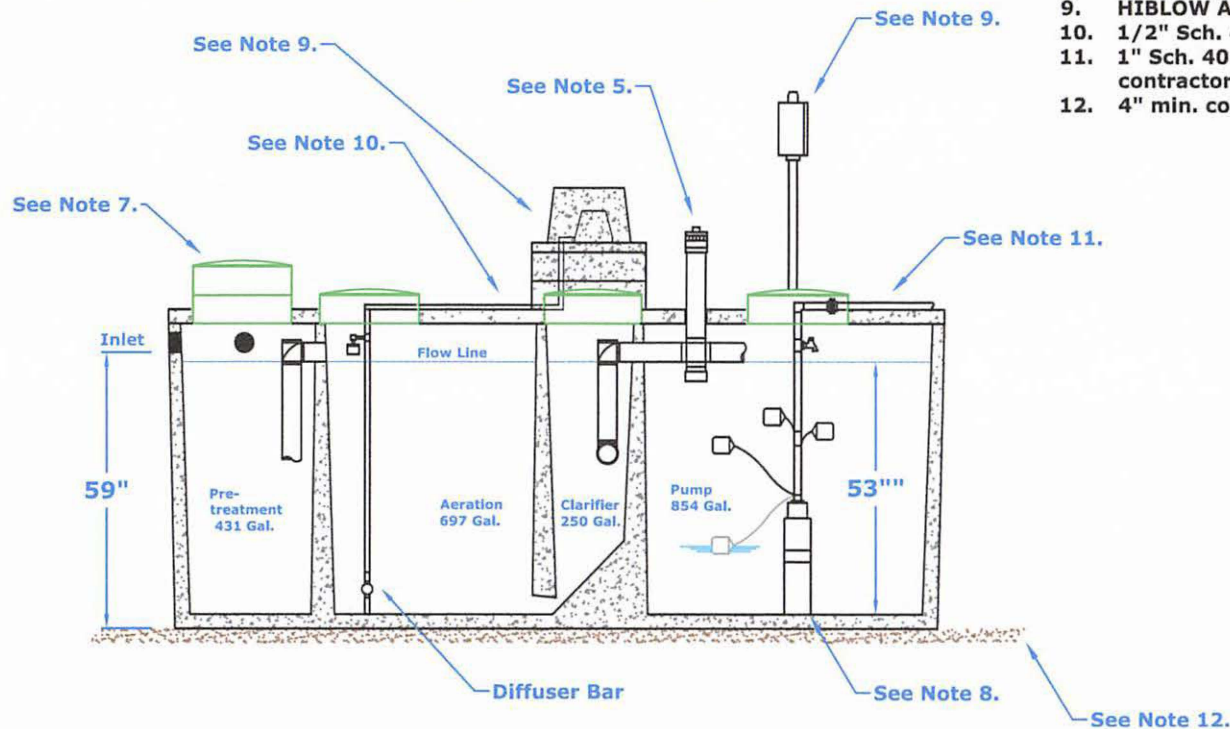
Outside Height: 67"
Outside Width: 75"
Outside Length: 164.5"

MINIMUM EXCAVATION DIMENSIONS:

Width: 87"
Length: 177"

GENERAL NOTES:

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



Handwritten signature and date:
F2585
11/19/24

NuWater B-800 Aerobic Treatment Plant (Assembled)

Model: B-800

March, 2010
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B800-2

Advantage
Wastewater Solutions llc

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

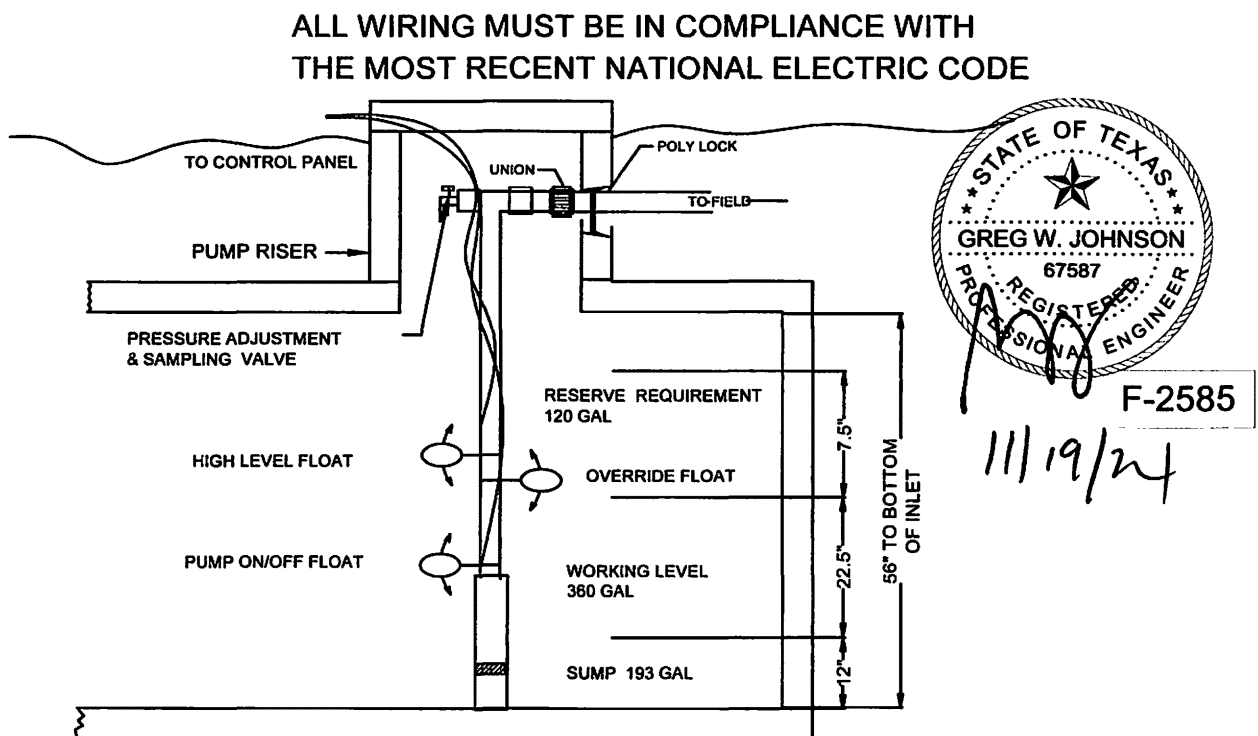
TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

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



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

Environmental Series Pumps

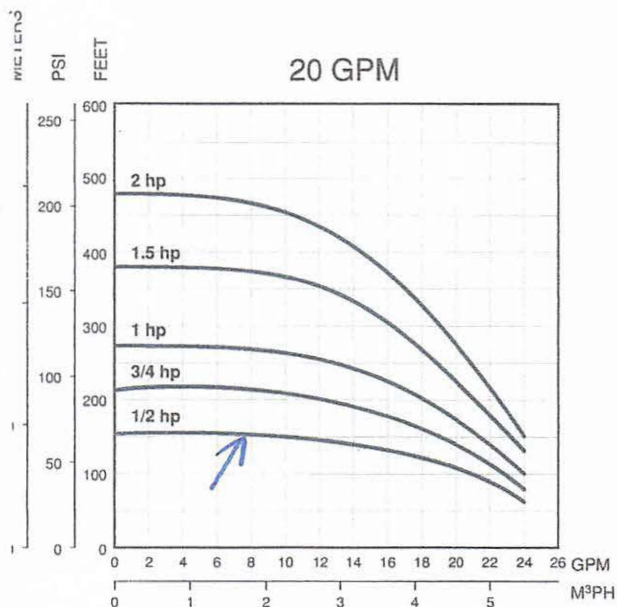
Thermoplastic Performance

LOW ANGLE NOZZLE PERFORMANCE CHART

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

KRAIN
Pro-Plus

*



Thermoplastic Units Ordering Information

1/2 - 1.5 HP Single-Phase Units

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

Thermoplastic 1/2 - 2 HP Pump Ends

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



COMAL COUNTY

ENGINEER'S OFFICE

RE: **2439 George Pass**

Dear Property Owner & Agent,

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

- ✓ Site plan shows both well and public water.
 - a. Application page 1 needs to check off both water sources.
- 2. Revise accordingly and resubmit.

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

Thank You,

| **Brandon Olvera** | **Designated Representative OS0034792** |

| Comal County | www.cceo.org | f: 830-608-2078 | e: olverb@co.comal.tx.us |



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date November 15, 2024

Permit Number 118390

1. APPLICANT / AGENT INFORMATION

Owner Name MARK KENT RISIEN JR. & ASHLEY R. RISIEN

Agent Name GREG JOHNSON, P.E.

Mailing Address 2439 GEORGE PASS

Agent Address 170 HOLLOW OAK

City, State, Zip CANYON LAKE TEXAS 78133

City, State, Zip NEW BRAUNFELS TEXAS 78132

Phone # 210-896-2010

Phone # 830-905-2778

Email mkrisien@gmail.com

Email gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____

Survey Name / Abstract Number Adolf Bremer Survey 688, Abstract 67 Acreage 0.8

Address 2439 GEORGE PASS City CANYON LAKE State TX Zip 78133

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1,000

☐ Non-Single Family Residential

Planning materials to show how to add land for doubling the number of treatment units (sewage disposal area)

Type of Facility _____

Offices, Factories, Schools, Public Buildings - Indicate Number of Occupants _____

Restaurants, Lounges, Bars - Indicate Number of Seats _____

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds _____

Travel Trailer/RV Parks - Indicate Number of Spaces _____

Miscellaneous _____

VOID

Estimated Cost of Construction: \$ 880,000 (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well ☐ Rainwater Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Signature of Owner

Date

Page 1 of 2

Revised January 2021

VOID

6.04 ACRES OF
THE ADOLF BREMER
SURVEY No. 688

NUWATER B-600 PCS
AEROBIC TREATMENT
PLANT

SLEEVE WITH 2" S
PVC PIPE WHEN
ENTERING THAN
10' FROM SEPTIC
SYSTEM OR

POND

SPRAY AREA = 5654sf

X= TEST HOLES



| | | | | | |
|-----------------|--|--------|--------|-----------|------------|
| OWNER: | MARK KENT RISIEN JR & ASHLEY R. RISIEN | | | DRAWN BY: | EJS III |
| STREET ADDRESS: | 2439 GEORGE PASS | | | | |
| LEGAL DESC: | ADOLF BREMER SURVEY No. 688, A-67 | | | ACREAGE: | 6.04 |
| PREPARED BY: | GREG W. JOHNSON, P.E. F#002585 | SCALE: | 1"=50' | DATE: | 11/19/2024 |
| | | | | REVISED: | 11/19/2024 |

VOID

6.04 ACRES OUT OF THE
ADOLF BREMER SURVEY
No. 688, A-67

THE ADOLF BREMER
SURVEY No. 688, A-67

NUWATER 8-10 PCS
AEROBIC TREATMENT
PLANT

POND

SPRAY AREA = 5654sf
X = TEST HOLES

ELEVATE WATER LINE
WITH 2" SCH40
PVC PIPE WHEN
ENTRANCES CLOSER
THAN 10' FROM
SEPTIC SYSTEM OR
SEPTIC FIELD

GEORGE PASS



| | | | | | |
|-----------------|--|--------|---------|-----------|------------|
| OWNER: | MARK KENT RISIEN JR & ASHLEY R. RISIEN | | | DRAWN BY: | EJS III |
| STREET ADDRESS: | 2439 GEORGE PASS | | | | |
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| PREPARED BY: | GREG W. JOHNSON, P.E. F#002585 | SCALE: | 1"=100' | DATE: | 11/19/2024 |
| | | | | REVISED: | 11/19/2024 |

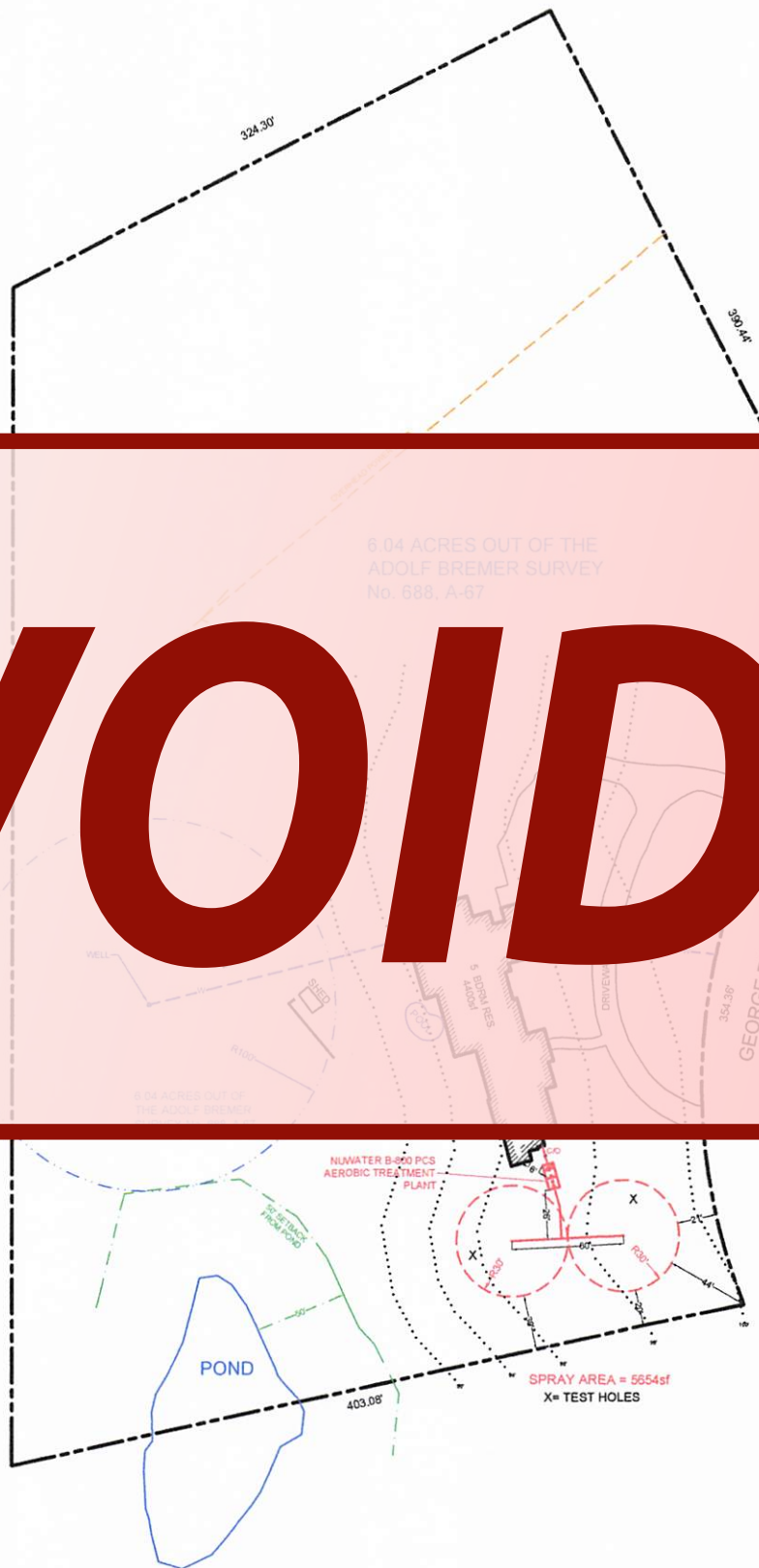
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By Brandon Olvera at 11:46 am, Apr 07, 2025

#118390

VOID

6.04 ACRES OUT OF THE
ADOLF BREMER SURVEY
No. 688, A-67



| | | | |
|---|----------------|------------------|-------------------------|
| OWNER: MARK KENT RISIEN JR & ASHLEY R. RISIEN | | | DRAWN BY: EJS III |
| STREET ADDRESS: 2439 GEORGE PASS | | | |
| LEGAL DESC: ADOLF BREMER SURVEY No. 688, A-67 | | | ACREAGE: 6.04 |
| PREPARED BY: GREG W. JOHNSON, P.E. F#002585 | SCALE: 1"=100' | DATE: 11/19/2024 | 2nd REVISION: 3/27/2025 |

RECEIVED

By Brandon Olvera at 11:46 am, Apr 07, 2025

VOID



| | | | |
|---|---------------|-------------------|-------------------------|
| OWNER: MARK KENT RISIEN JR & ASHLEY R. RISIEN | | DRAWN BY: EJS III | |
| STREET ADDRESS: 2439 GEORGE PASS | | | |
| LEGAL DESC: ADOLF BREMER SURVEY No. 688, A-67 | | | ACREAGE: 6.04 |
| PREPARED BY: GREG W. JOHNSON, P.E. F#002585 | SCALE: 1"=50' | DATE: 11/19/2024 | 2nd REVISION: 3/27/2025 |

4
+
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: August 15, 2005

Grantor: WILBUR N. GEORGE, owning, claiming and occupying other property as his homestead property.

Grantor's Mailing Address (including county): P.O. Box 114, Fischer, Comal County, Texas 78623

Grantee: THE ODIS & DOROTHY GEORGE FAMILY TRUST DATED NOVEMBER 6, 1990.

Grantee's Mailing Address (including county): 354 Winding View, New Braunfels, Comal County, Texas 78130

Consideration: TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration.

Property (including any improvements):

All of Grantor's interest, being an undivided one-half (1/2) interest in and to the following described property:

Being a 6.04 acre tract of land in Comal County, Texas, as described in Exhibit "A" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance, however, is made and accepted subject to any and all validly existing encumbrances, conditions, and restrictions, relating to the hereinabove described property as now reflected by the records of the County Clerk of Comal County, Texas.

Property taxes for the current year are assumed by Grantee herein.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and

CCEO COPY

conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

Wilbur N. George
WILBUR N. GEORGE

THE STATE OF TEXAS

*

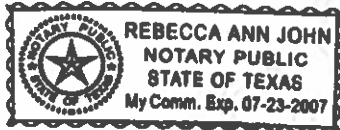
*

COUNTY OF COMAL

*

This instrument was acknowledged before me on the 8 day of August, 2005, by WILBUR N. GEORGE.

Rebecca A. John
Notary Public, State of Texas



Prepared in the Law Office of:
Barry D. Moore
245 S. Seguin
New Braunfels, Texas 78130

After recording, return to:



Richard Solis Surveying Co.
Professional Surveyors

CANYON LAKE, TX
(940) 257-2001

800 County Fm
7000
FAX (940) 257-0700

**TOPOGRAPHICAL &
BOUNDARY
SURVEYING**

**GLOBAL POSITIONING
SYSTEMS**

**DIGITAL TERRAIN
MODELING**

GNSS SYSTEMS

Field Notes
8.04 Acres

Field notes for a 6.04 acre tract of land being out of a called 574 acre tract of land in deed to Odie and Wilbur N. George, recorded in volume 142, page 258 of the Deed Records of Comal County, Texas, also being out of a 193.91 acre tract surveyed this date, and being situated in Comal County, Texas out of the Adolf Bremer Survey 688, Abstract 67, and being more particularly described by metes and bounds as follows with all bearings based on Texas State Plane Coordinates (south central zone).

Commencing: At a 1/2" iron bar found (N: 13881711.7" E: 2207127.9") for the northwest corner of a called 193.00 acre tract in deed to the United States of America (Canyon Lake) as recorded in volume 124, page 7 of the Deed Records of Comal County, Texas, a re-entrant corner of the remaining portion of a called 16.0219 acre tract in deed to Wilbur N. George as recorded in volume 649, page 786 of the Deed Records of Comal County, Texas, and the re-entrant corner of the said 574 acre tract;

Thence: S 81° 11' 47" W, 2004.81' across a 13.82 acre tract surveyed this date, (being the remaining portion of a called 16.0219 acre tract in deed to Wilbur N. George, as recorded in volume 649, page 786 of the Deed Records of Comal County, Texas), a 21.86 acre tract surveyed this date, (being the remaining portion of a called 37.9032 acre tract in deed to Canyon Lake Airport, Inc. as recorded in volume 473, page 349 of the Deed Records of Comal County, Texas), and said remaining portion of 574 acres, to a set 1/2" iron bar with "Solis 4602" cap for the Point of Beginning (N: 13881404.8", E: 2205148.7") of the herein described 6.04 acre tract;

Thence: S 13° 45' 24" W - 403.10' to a set 1/2" iron bar with "Solis 4602" cap in the common line of a called 12.025 acre tract in deed to Wilbur N. George, et ux as recorded in volume 262, page 160 of the deed records of Comal County, Texas and said remaining portion of 574 acres, for the most southern corner of the herein described 6.04 acre tract;

Thence: N 63° 38' 14" W - 633.20' passing a point for the northwest corner of said 12.025 acres, a continuing along the common line of a called 6.443 acre tract in deed to Dougless A. McPherson as recorded in document # 9606016047 of the Deed Records, Comal County, Texas, and the herein described 6.04 acre tract, to a found 1/2" iron bar for the north common corner of a said 6.443 acres and a called 1.648 acre tract in deed to Charles Ronald Bryant as recorded in volume 647, page 261 of the Deed Records, Comal County, Texas, the southeast corner of a private road and utility easement per volume 690, page 540 of the Deed Records, Comal County, Texas, for the southwest corner of the herein described 6.04 acre tract;

Thence: N 00° 54' 29" W - 324.23' to set 1/2" iron bar with "Solis 4602" cap for the northern most common corner of said private road and utility easement, and the herein described 6.04 acre tract;

Thence: N 89° 06' 31" E - 390.50' to a set 1/2" iron bar with "Solis 4602" cap, for the most northern corner and point of curvature of the herein described 6.04 acre tract;

EXHIBIT "A"

Page 1 of 2

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Field Notes
0.04 Acres

Doc# 200506031404

CCEO COPY

Thence: along said curve to the left with a radius of 318.68', a tangent of 213.24', a delta of 67°34'32", an arc length of 375.66', and a chord which bears S 51°37'54" E - 354.45' to the Point of Beginning and containing 6.04 acres of land more or less.

Richard J. Solle, R.P.L.S.

Richard J. Solle, R.P.L.S.
Registered Professional Land Surveyor, No. 4602

Date: 11/30/2004



Doc# 200506031404
Pages 4
06/22/2005 10:29AM
Official Records of
COMAL COUNTY
JOY STREATER
COUNTY CLERK
Fees \$20.00



Joy Streater

EXHIBIT "A"

Page 2 of 2

Doc# 200506031404

GENERAL WARRANTY DEED

Thence: S 81°11'47" W, 2004.81' across a 13.82 acre tract surveyed this date, (being the remaining portion of a called 16.0219 acre tract in deed to Wilbur N. George, as recorded in Volume 649, Page 786 of the Deed Records of Comal County, Texas), a 21.86 acre tract surveyed this date, (being the remaining portion of a called 37.9032 acre tract in deed to Canyon Lake Airport, Inc. as recorded in Volume 473, Page 349 of the Deed Records of Comal County, Texas), and said remaining portion of 574 acres. to a set 182" iron-bar with "Solls 4602" cap for the Point of

Beginning (N: 13881404.8', E: 2205146.7') of the herein described 6.04 acre tract;

Thence: S 13°45'24" W - 403.10' to a set 1/2" iron bar with "Solis 4602" cap in the common line of a called 12.025 acre tract in deed to Wilbur N. George, et ux as recorded in Volume 262, Page 160 of the deed records of Comal County, Texas and said remaining portion of 574 acres, for the most southern corner of the herein described 6.04 acre tract;

Thence: N 63°38'14" W - 633.20' passing a point for the northwest corner of said 12.025 acres, and continuing along the common line of a called 6.443 acre tract in deed to Douglass A. McPherson as recorded in Document #: 9606016047 of the Deed Records, Comal County, Texas, and the herein described 6.04 acre tract, to a found 1/2" iron bar for the north common corner of said 6.443 acres and a called 1.648 acre tract in deed to Charles Ronald Bryant as recorded in Volume 647, Page 261 of the Deed Records, Comal County, Texas, and the southeast corner of a private road and utility easement per Volume 690, Page 540, of the Deed Records, Comal County, Texas, for the southwest corner of the herein described 6.04 acre tract;

Thence: N 00°54'29" W - 324.23' to a set iron bar with "Solis 4602" cap for the northernmost common corner of said private road and utility easement, and the herein described 6.04 acre tract;

Thence: N 89°05'31" E - 390.50' to a set 1/2" iron bar with "Solis 4602" cap, for the most northern corner and point of curvature of the herein described 6.04 acre tract;

Thence: along said curve to the left with a radius of 318.68', a tangent of 213.24', a delta of 67°34'32", an arc length of 375.86' and a chord which bears S 51°37'54" E - 354.45' to the Point of Beginning and containing 6.04 acres of land more or less.

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 Comal County, Texas.

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

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

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

DATED this the 1st December day of November, 2021.

Gaylon Neal George Independent Executor
GAYLON NEAL GEORGE, Independent
Executor of the Estate of DOROTHY M.
GEORGE, Deceased

STATE OF TEXAS
COUNTY OF Comal

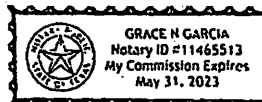
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This instrument was acknowledged before me on this the 1st day of November, 2021, by GAYLON NEAL GEORGE, Independent Executor of the Estate of DOROTHY M. GEORGE, Deceased.

[Signature]
Notary Public in and for the State of Texas

GRANTEE'S MAILING ADDRESS:

2607 KANGAROO CT
NEW BRYAN TX 77852



1570.deeds
Old Republic Title Co (NF)
GF #12974NB

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/02/2021 12:07:53 PM
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 Bobbie Koepp

