

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

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

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

**Comal County Environmental Health
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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
32	EFFLUENT DISPOSAL SYSTEM Utilized Only by Single Family Dwelling EFFLUENT DISPOSAL SYSTEM Topographic Slopes < 2.0% EFFLUENT DISPOSAL SYSTEM Adequate Length of Drain Field (1000 Linear ft. for 2 bedrooms or Less & an additional 400 ft. for each additional bedroom) EFFLUENT DISPOSAL SYSTEM Lateral Depth of 18 inches to 3 ft. & Vertical Separation of 1ft on bottom and 2 ft. to restrictive horizon and ground water respectfully EFFLUENT DISPOSAL SYSTEM Lateral Drain Pipe (1.25 - 1.5" dia.) & Pipe Holes (3/16 - 1/4" dia. Hole Size) 5 ft. Apart		285.33(b)(3)(A) 285.33(b)(3)(A) 285.33(b)(3)(B)285.91(13) 285.33(b)(3)(D) 285.33(b)(3)(F)				
33	AEROBIC TREATMENT UNIT Is Aerobic Unit Installed According to Approved Guidelines.		285.32(c)(1)				
34	AEROBIC TREATMENT UNIT Inspection/Clean Out Port & Risers Provided AEROBIC TREATMENT UNIT Secondary restraint system provided AEROBIC TREATMENT UNIT Riser permanently fastened to lid or cast into tank AEROBIC TREATMENT UNIT Riser cap protected against unauthorized intrusions						
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.						
36	PUMP TANK Is the Pump Tank an approved concrete tank or other acceptable materials & construction PUMP TANK Sampling Port Provided in the Treated Effluent Line PUMP TANK Check Valve and/or Anti- Siphon Device Present When Required PUMP TANK Audible and Visual High Water Alarm Installed on Separate Circuit From Pump						
37	PUMP TANK Inspection/Clean Out Port & Risers Provided PUMP TANK Secondary restraint system provided PUMP TANK Riser permanently fastened to lid or cast into tank PUMP TANK Riser cap protected against unauthorized intrusions						
38	PUMP TANK Secondary restraint system provided						
39	PUMP TANK Electrical Connections in Approved Junction Boxes / Wiring Buried						

**Comal County Environmental Health
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No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?		285.33(d)(2)(G)(iii)(II) 285.33(d)(2)(G)(iii)(III) 285.33(d)(2)(G)(v) 285.33(d)(2)(G)(iii) 285.33(d)(2)(G)(iv) 285.33(d)(2)(G)(i) 285.33(d)(2)(G)(ii) 285.33(d)(2)(G)(iii)(I)				
41	APPLICATION AREA Low Angle Nozzles Used / Pressure is as required APPLICATION AREA Acceptable Area, nothing within 10 ft of sprinkler heads? APPLICATION AREA The Landscape Plan is as Designed		285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 118557
Issued This Date: 05/12/2025
This permit is hereby given to: Glazener Homes

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

306 TOUCAN DR
SPRING BRANCH, TX 78070

Subdivision: Mystic Shores
Unit: 17
Lot: 1254
Block: 0
Acreage: 0.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



ON-SITE SEWAGE FACILITY APPLICATION

Date _____

Permit Number 118557

1. APPLICANT / AGENT INFORMATION

Owner Name Glazener Homes, LLC.
Mailing Address 3004 Bent Tree Dr.
City, State, Zip Schertz, TX, 78154
Phone # 210-325-7201
Email glazenerhomes@gmail.com

Agent Name David Winters Septics LLC.
Agent Address P.O Box 195
City, State, Zip Spring Branch, TX 78070
Phone # 830-935-2477
Email Wintersseptics@gvvc.com

2. LOCATION

Subdivision Name Mystic Shores Unit 17 Lot 1254 Block _____
Survey Name / Abstract Number _____ Acreage _____
Address 303 Toucan Dr. City Spring Branch State TX Zip 78070

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 3109

☐ 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: \$ 625,000 (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

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.

Hunter Glazener

Signature of Owner

04 / 11 / 2025

Date



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By Garrett R. Winters R.S #5213

System Description Aerobic System W/ Spray

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

Tank Size(s) (Gallons) 600GPD Absorption/Application Area (Sq Ft) 4926

Gallons Per Day (As Per TCEQ Table III) 300

(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 CZP has been approved by the appropriate regional office.)

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

If yes, indicate the city: _____



Garrett R. Winters R.S.

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.

Garrett R. Winters R.S.

Signature of Designer

10/3/2024

Date

**COUNTY OF COMAL
STATE OF TEXAS**

AFFIDAVIT TO THE PUBLIC

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I
The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, give the commission primary responsibility for implementing the laws of the 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 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):

Lot 1254, Mystic Shores, Unit Seventeen, an addition to Comal County,
Texas

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

Glazener Homes LLC.

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

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

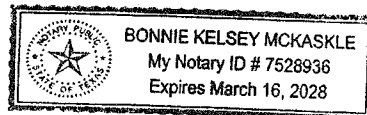
WITNESS BY HAND(S) ON THIS 11 DAY OF April 2025

[Signature]
Owner(s) signature(s)

Hunter Glazener
(PRINTED NAME)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 11 DAY OF April 2025

[Signature]
Notary Public, State of Texas
Notary's Printed Name: Bonnie Mckaskle
My Commission Expires: 3/16/28



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/14/2025 09:22:17 AM
MARY 2 Pages(s)
202506010581



Bobbie Koepp

REVISED

9:16 am, May 12, 2025

DAVID WINTERS SEPTICS, LLC
PO BOX 195
SPRING BRANCH, TX 78070
830-935-2477 OFFICE
830-935-2477 FAX
wintersseptics@gvvc.com

Routine Maintenance and Inspection Agreement

This Work-for-Hire Agreement (hereafter referred to as this "Agreement") is entered into, by, and between Glazener Homes, LLC. (hereafter referred to as "Contractor") located at 306 Toucan Dr. (referred to as "Client") and David Winters Septic's, LLC, Inc. Date beginning on Issue Date of and contract ending 2 years from Issue Date of License to Operate License to Operate

By this agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein.

This agreement will provide for all required inspections, testing, and service for your Aerobic Treatment System. The policy will include the following:

1. Three (3) inspections per year/service calls (at least one every four months), for a total of six (6) over the two-year period, including inspection, adjustment, and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation, and replacing or repairing any component not found to be functioning correctly. Any alarm situations affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. This contract does not include labor on warranty and non-warranty parts.
2. An effluent quality inspection consisting of a visual check of color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified on your inspection report.
4. The Client is responsible for the chlorine tablets and/or liquid chlorine; they must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will not be covered by this policy.

At the conclusion of the initial service policy, our company will make available, for purchase on an annual basis, a continuing service policy cover NORMAL inspection, maintenance and repair.

The Homeowners Manual must be strictly followed or warranties are subject invalidation. Pumping of sludge build up is not covered by this policy and will result in additional charges.

This agreement does not cover any labor or parts for items which must be replaced due to acts of God, i.e., lightning strikes, high winds, flooding, freezing.

This agreement DOES NOT COVER materials or parts which must be replaced due to misuse or abuse of the system. These include but are not limited to: Sewage flows exceeding the recommended daily hydraulic design capabilities, Disposal of Non-Biodegradable materials, such as chemicals, grease or oil, sanitary napkins, tampons, baby wipes, disposable diapers, Clogs in the line between the house and the tank.

This agreement DOES NOT COVER LABOR OR PARTS for out- of- warranty items.

Service calls made outside of the regular maintenance schedule are subject to a **\$75.00 SERVICE CALL FEE** due at the time of service.

REVISED

9:16 am, May 12, 2025

ACCESS BY CONTRACTOR

The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of service described above.

First 2 years
included with new

PAYMENT AGREEMENT

The client will pay compensation to the contractor for the services in the amount of install. This compensation shall be payable in one lump sum payment upon acceptance of this agreement. Payments not received within 30 days of the above described due date will be subject to a \$25.00 late penalty.

TERMINATION OF THIS AGREEMENT

Either party may terminate this agreement within 10 days of written notice in the event of substantial failure to perform in accordance with its terms by other party without fault of the terminating party. If this agreement is terminated, the contractor will immediately notify the appropriate health authority.

LIMIT OF LIABILITY

The Contractor will not be liable for indirect, consequential, incidental or punitive damages, whether in contract or any other theory. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this agreement.

Permit # _____

The effective date of this initial maintenance agreement shall be the date the license to operate is issued.

Client

Glazener Homes, LLC.

Name

306 Toucan Dr.

Address

Spring Branch, TX 78070

City/State/Zip Code

210-325-7201

Phone

glazenerhomes@gmail.com

Email address

Hunter Glazener

Signature of Client

DocuSigned by:

Hunter Glazener

1BBC356C36994DD...

Contractor

David Winters Septics LLC.

1550 Oak Meadows

Canyon Lake, Texas 78133

Office- 830-935-2477 Email-Wintersseptics@gvvc.com

By: *David Winters*

Signature of Contractor

Maintenance Provider #-MP0001686

GW Designs
Garrett R. Winters
1332 Mountain View DR, Canyon Lake TX

October 3rd, 2024

Comal County Engineer's Office
195 David Jonas Drive
New Braunfels, TX 78132

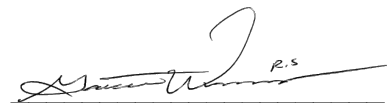
RE- Septic design
306 Toucan Dr.
Mystic Shores LOT 1254
Spring Branch, TX 78070

Brandon/Brenda

I, Garrett R. Winters, have reviewed the CZP for the referenced property and certify that this design meets all requirements of the Texas Commission of Environmental Quality OSSF regulations.

Designed in accordance with TCEQ Chapter 285. (Effective March 2013).

Sincerely,



R.S #5213



OSSF Soil & Site Evaluation

Page 1 (Soil & Site Evaluation)

Date Performed: 10 / 3 / 2024

Property Owner: GLAZENER HOMES LLC

Site Location: 360 Toucan Dr. Spring Branch, TX 78070 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 borings 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 disposal field excavation depth. For surface disposal, the surface horizon must be evaluated. Describe each soil horizon and identify any restrictive features on this form. Indicate depths where features appear.

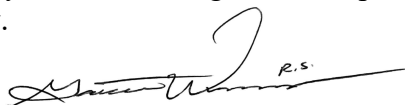
Soil Boring Number:					
Depth (Feet)	Texture Class	Gravel Analysis (If Applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1 FT.	III	<30%	None Observed	BEDROCK 4"	CLAY LOAM/DRK BRWN
2 FT.					
3 FT.					
4 FT.					
5 FT.					

Soil Boring Number:					
Depth (Feet)	Texture Class	Gravel Analysis (If Applicable)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
1 FT.					
2 FT.		SAME AS	TH1		
3 FT.					
4 FT.					
5 FT.					

FEATURES OF SITE AREA

Presence of 100 year flood zone ☐ Yes ☒ No
Presence of upper water shed ☐ Yes ☒ No
Presence of adjacent ponds, streams, water impoundments ☐ Yes ☒ No
Existing or proposed water well in nearby area (within 150 feet) ☐ Yes ☒ No
Ground Slope 2 %

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



(Signature of person performing evaluation)

10/03/24

(Date)

OS#0037882

Registration Number and Type

GW Septic Designs



On-Site Sewage Facility Application and Design

Prepared By:

Garrett R. Winters

Registered Professional Sanitarian

R.S# 5213



Contact Information

Phone: (210) 854-2673

Email: Gwintersseptics@gmail.com

1332 Mountain View Dr.

Canyon Lake, TX 78133

Owner/Site Location

Owner/Builder: GLAZENER HOMES LLC
Address: 306 Toucan Dr.Spring Branch, TX 78070
Subdivision: MYSTIC SHORES 17
Lot: 1254

LOT DESCRIPTION

The proposed method of wastewater treatment is aerobic treatment with spray irrigation. The sizing of the OSSF was determined as specified in the Texas Commission on Environmental Quality (TCEQ) CHAPTER 285.33 (C)(2). Water saving devices are assumed for the septic system design. This site is not within the 100-Year flood plain (see site plan). Water to the property will be serviced by Public Water Supply.

This design was performed in conformance with Chapter 285 of the Texas Commission on Environmental Quality. I have performed a thorough site visit of the proposed lot as a Professional Registered Sanitarian and Site Evaluator in accordance with Chapter 285, Subchapter D, regarding Recharge Features, of the Texas Commission on Environmental Quality.

System Summary

- 600gpd Aerobic treatment unit
- Manual 24HR control timer
- 20gpm submersible effluent pump
- SCH40 PVC Sewer pipe
- 1" purple PVC SCH40 supply line
- Liquid Chlorinator (EZ Tank)
- 2 K-Rain Gear Driven Pop-up Sprinklers not to exceed 40PSI.
- Sprinklers: *See Site Plan Page*
- Visual and audio alarms monitoring high water and aerator failure placed in a noticeable location.

Wastewater Design Flow

Structure: 3,109 SINGLE FAMILY RESIDENCE
Bedrooms: 4
Wastewater Usage Rate: 300GPD
Application Rate: 0.064
Application Area Required: 4,688sf
Actual Application Area: 4926sf

System Components

Pretreatment Tank: 500gal
Pump Tank: 800gal
Aeration Tank: 600gpd
Pump: C1 Series Mid suction Or equivalent
Pump tank reserve minimum: 100gal



Potable Water Lines

Potable water lines must be at a minimum distance of 10 feet from OSSF components. If a water line is within 10 feet, it must be sleeved with 2" SCH40 PVC Pipe in order to provide equivalent protection of a 10' separation in compliance with TAC chapter 290, Subchapter D, Rules for Public Drinking Water Systems.

Landscaping

The native vegetation in the distribution area should consist of low-level shrubs, plains grass, bluestem, or Bermuda. The entire application area must maintain a ground cover after construction. Exposed rock will be covered when in the application area with fine soil such as sandy loam.

If the slope in the drain field area is greater than 15% or is complex, the area is unsuitable for the disposal method, suitable fill shall be brought into the field area to meet this requirement. Surface application systems may apply treated and disinfected effluent upon areas with existing vegetation. If any ground within the proposed surface application area does not have vegetation, that bare area shall be seeded or covered with sod before system start-up. The vegetation shall be capable of growth before the system start-up.

Installation

A 3" or 4" solid-wall SCH40 or SDR 26 PVC pipe with a minimum downward slope of 1/8 inch per foot will be installed between the tank and house. A 2-way cleanout must be included in the line between the house and tank. All piping from house-to-tank and tank-to-drain field must be bedded with class Ib, II, or III soils containing less than 30% gravel. The bottom of the excavation for the tank shall be level and free of large rocks/debris, the tanks shall then be bedded with a 4" layer of sand, sandy loam, 3/4 dust or pea gravel. All openings in the tank are to be sealed to prevent the escape of wastewater. For all OSSF's permitted on OR after September 1, 2023, inspection and cleanout ports shall risers over the port openings which extend to a minimum of two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions. Acceptable protective measures include: a padlock and a cover that can be removed with tools.

Electrical Components

All electrical wiring shall conform to the requirements of the National Electric Code (1999) or under any other standards approved by the executive director. Additionally, all external wiring shall be installed in approved, rigid, non-metallic gray code electrical conduit. The conduit shall be buried according to the requirements in the National Electric Code and terminated at a main circuit breaker panel or sub-panel. Connections shall be in approved junction boxes. All electrical components shall have an electrical disconnect within direct vision from the place where the electrical device is being serviced. Electrical disconnects must be weatherproof (approved for outdoor use) and have maintenance lockout provisions.



Maintenance Requirements

The homeowner is primarily responsible for maintaining a properly functioning aerobic treatment system. The installer is responsible for furnishing the homeowner with the installation manual and instructing the homeowner on proper use for this type of OSSF. The following provisions are required by the homeowner:

- A maintenance contract must be maintained for the first 2 years by a licensed maintenance contractor.
- A constant supply of chlorine must be provided to the OSSF system.
- The owner must prohibit the discharge of grease into the OSSF system.
- Keep the spray area mowed and tank area free of ants and weeds.
- Maintain all faucets and toilets inside the home free of leaks.
- Maintaining the pretreatment tanks by pumping them out every 3-5 years to avoid sludge buildup.

Maintenance Contract

For any OSSF with a pump, the installer shall provide the Designated Representative with proof of an executed two-year full-service maintenance contract as required by the TCEQ. The maintenance company will verify that the system is operating properly and that they will provide on-going maintenance of the installation. The initial contract will be for a minimum of 2 years. A maintenance contract will authorize the Maintenance Company to maintain and repair the system as needed. The owner must continuously maintain a signed written contract with a valid maintenance company and shall submit a copy of the contract to the permitting authority at least 30 days prior to the date service will cease.

Affidavit

Prior to issuance of a permit, a certified copy of an affidavit must be submitted to the County Clerk's office. The affidavit is a recorded file in reference to the real property deed on which the surface application is installed on the property. The permit issued to the previous owner of the property being transferred to the new owner in accordance with §285.20(5) of the TCEQ OSSF Rules. The permit will be issued in the name of the owner of the OSSF. Permits shall be transferred to the new owner automatically upon legal sale of the OSSF. The transfer of an OSSF permit under this section shall occur upon actual transfer of the property on which the OSSF is located unless the ownership of the OSSF has been severed from the property.

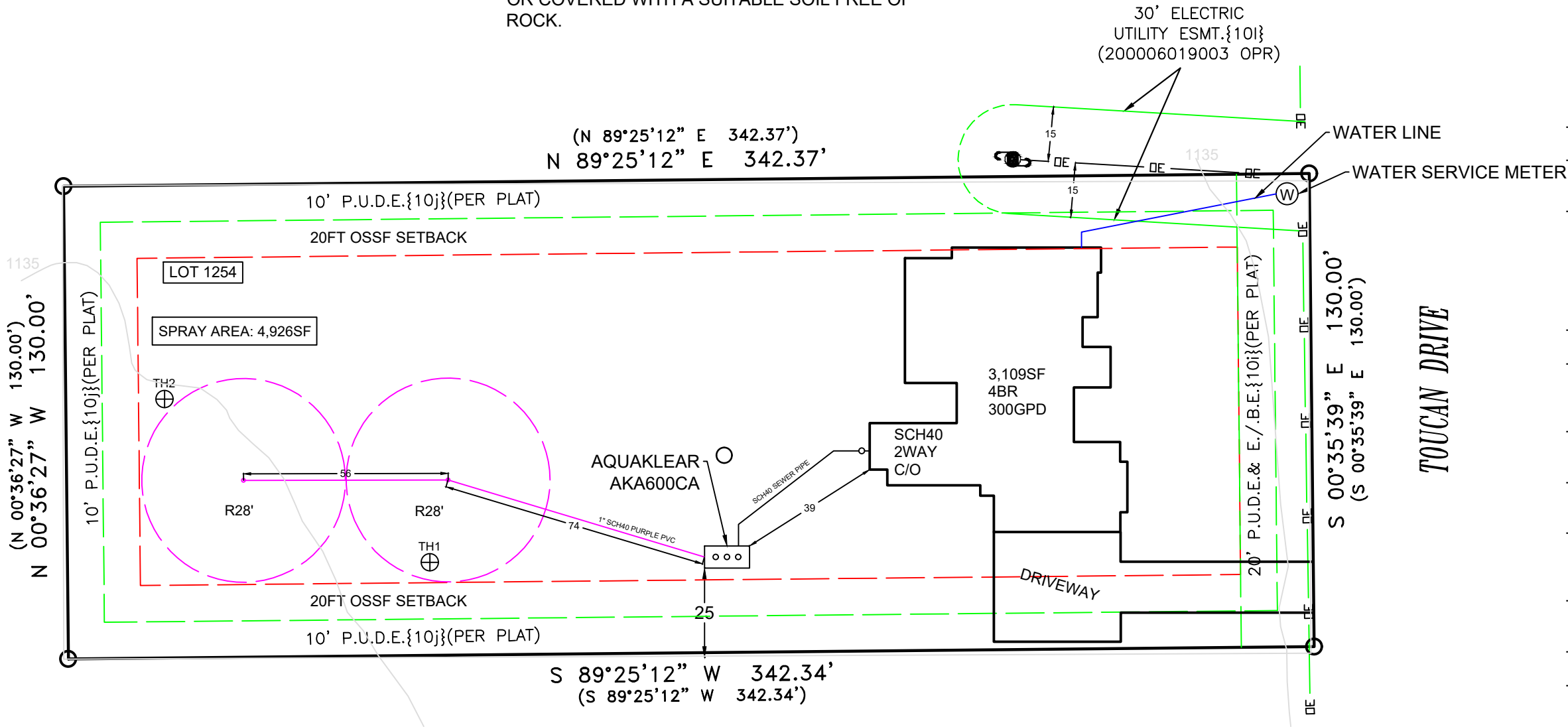


The following design is intended to follow and meet the TCEQ 30 TAC 285 OSSF Regulations. The performance of this system cannot be guaranteed even though all provisions of 30 TAC 285 have been met or exceeded

FLOOD PLAIN: AFTER CAREFUL EXAMINATION AND STUDY OF AVAILABLE DATA (INCLUDING FEMA PANEL ZONE X (AREA OF MINIMAL FLOOD HAZARD) I HAVE DETERMINED, TO THE BEST OF MY ABILITY, THAT NEITHER THE HOUSE NOR THE SEPTIC IS LOCATED WITHIN THE 100 YEAR FLOOD PLAIN.

NOTE
BARE AREAS WITHIN THE SPRAY FIELD ARE TO BE SEEDED UPON COMPLETION AND CAPABLE OF GROWTH. ANY LARGE EXPOSED ROCK IN THE SPRAY AREA TO BE REMOVED OR COVERED WITH A SUITABLE SOIL FREE OF ROCK.

- OSSF INFORMATION**
- STRUCTURE: 3,109 SINGLE FAMILY RESIDENCE
 - BEDROOMS: 4
 - DAILY WASTEFLOW: 300GPD
 - TANK MANUFACTURER: AQUAKLEAR AKA600CA
 - MINIMUM SPRINKLER COVERAGE: 4,688SF
 - ACTUAL COVERAGE AREA: 4,926SF



- NOTES**
- TANK IS TO PLACED AT LEAST 5' FROM STRUCTURES
 - ALL POTABLE WATER LINES SHALL BE A MINIMUM OF 10' FROM ANY PART OF THE OSSF
 - SEWER LINE WILL BE SCH 80 PVC OR SLEEVED WITH SCH 40 PIPE WHERE IT IS WITHIN 5' OF OR CROSSES UNDER DRIVEWAYS, STRUCTURES, AND SURFACE IMPROVEMENTS TO PROVIDE EQUIVALENT PROTECTION UNDER SETBACK REQUIREMENTS OF TAC 285. A MINIMUM OF 1/4" PER FOOT OF FALL IS REQUIRED FROM STRUCTURE TO ATU
 - SPRINKLER HEADS MAY NOT SPRAY WITHIN 10' OF TREES. UNDER NO CIRCUMSTANCE SHALL FOOD CROPS BE PLANTED IN THE SPRAY AREA
 - SPRAY RADIUS SHALL MAINTAIN AT LEAST 100' FROM PRIVATE WELLS, 150' FROM PUBLIC WELLS. (TANKS 50' MIN)
 - SYSTEM SHALL INCLUDE BOTH AUDIBLE AND VISUAL ALARMS TO INDICATE HIGH WATER AND AIR FAILURE
 - THE AMOUNT OF WASTEWATER FLOW OF THE STRUCTURE(S) ON THIS DESIGN SHALL NOT SURPASS THE PERMITTED FLOW RATE
 - ANY SURFACE ROCKS SHALL BE COVERED WITH SOIL THAT IS CAPABLE OF GROWTH
 - NO SURFACE IMPROVEMENTS ARE TO BE WITHIN THE SPRAY AREA
 - THIS DESIGN MEETS ALL REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OSSF REGULATIONS
 - THIS SITE PLAN IS EXPRESSLY INTENDED FOR ON-SITE SEWAGE FACILITY (OSSF) USE ONLY AND SHOULD NOT BE UTILIZED OR CONSTRUED FOR SURVEYING PURPOSES. ITS PURPOSE IS TO ACCURATELY REPRESENT THE LAYOUT AND DESIGN OF THE SEWAGE SYSTEM WITHIN THE SPECIFIED PROPERTY BOUNDARIES FOR REGULATORY AND OPERATIONAL COMPLIANCE.

PREPARED BY: GARRETT R. WINTERS
R.S #5213

OWNER: GLAZENER HOMES LLC

ADDRESS: 306 Toucan Dr.
Spring Branch, TX 78070
Subdivision: MYSTIC SHORES 17
LOT: 1254

DATE	DESCRIPTION	REV#



SCALE:1"- 30'

DATE: 10/3/2024



Garrett R. Winters
R.S.

Pump float settings for 300gpd

(Measure from bottom of tank)

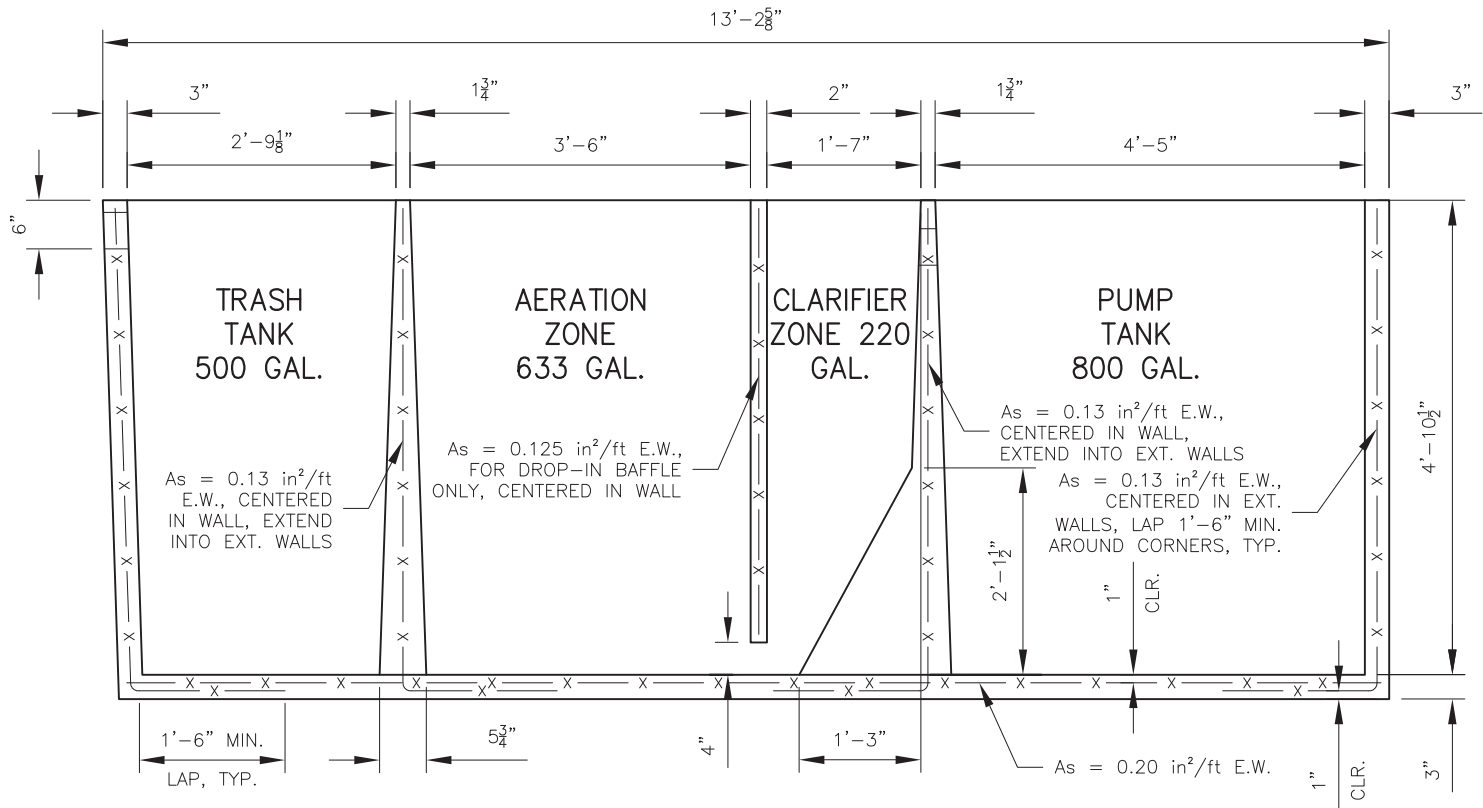
800gal pump tank at 52.5 to bottom outlet = 15.3 gal/in.

Pump ON: 12" (184gal)

Pump OFF: 18" (276gal)

ALARM: 38" (581gal)


220gal reserve capacity



REINFORCING SECTION



Garrett R. Winters R.S.

<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr> <th>REV. NO.</th><th>DATE</th><th>REVISION</th></tr> </table>															REV. NO.	DATE	REVISION	PREPARED FOR: DAVID WINTERS SEPTIC P.O. BOX 195 SPRING BRANCH, TX 78070		
REV. NO.	DATE	REVISION																		
PREPARED BY:  SPECIALTY PRECAST CONCRETE ENGINEERS 860 HOOPER ROAD, ENDWELL, NY 13760-1564 PHONE (607) 231-6600 FAX (607) 231-6650			DATE: 09/20/2021 SCALE: N.T.S. PROJECT: AQUAKLEAR WASTEWATER TREATMENT SYSTEM MODEL AKA600CA																	
SHEET TITLE: REINFORCING SECTION			DRWN BY: CCFH CKD BY:																	
CONTRACTOR:			DWG. I.D. RS-02																	
DELTA PROJ. NO.: 2021.750.001			SHT. NO. 2 OF 2																	

PROPLUS™



Packed with features that ensure reliability,
saving the installer time and money on every job.

- **Revolutionary Patented Easy Arc Set** – Simplified arc set allows for wet or dry adjustment in seconds.
- **5" Riser** – Perfect for grasses with thick thatch.
- **3/4" Inlet** – Replaces all standard rotors.
- **2N1 Adjustable or Continuous Rotation** – Provides a full range adjustment from 40° to a continuous full circle.
- **Patented Arc Set Degree Markings** – Clearly indicates the current watering pattern and simplifies arc set adjustment.
- **Arc Memory Clutch** – Prevents internal gear damage and returns rotor to its prior setting automatically if nozzle turret is forced past its stop.
- **Time Proven Patented Reversing Mechanism** – Assures continuous reverse and return...over a 20 year history.
- **Ratcheting Riser** – Allows for easy adjustment of your left starting position with a simple turn of the riser.
- **Rubber Cover** – Seals out dirt, increases product durability.
- **Wide Selection of Nozzles** – Including standard and low angle, provides flexibility in system design.
- **Optional Check Valve** – Prevents low head drainage.



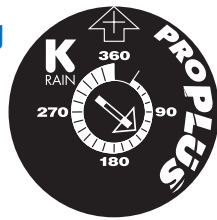
K-Rain Manufacturing Corp.

1640 Australian Avenue
Riviera Beach, FL 33404 USA
+1 561 844-1002
FAX: +1 561 842-9493

1.800.735.7246 | www.krain.com

Easy Arc Setting

Arc Selection 40°
to Continuous 360°
Adjust From Left Start



Models

11003	ProPlus
11003-HP	ProPlus 12" High Pop
11003-SH	ProPlus Shrub Head

OTHER OPTIONS: ADD TO PART NUMBER

-CV	Check Valve
-LA	Low Angle Nozzle
-NN	No Nozzle
-RCW	ProPlus for Reclaimed Water w/Low Angle Nozzle

How to Specify

Model Number	Description
11003	-RCW

Specifications

- Inlet: 3/4" Threaded NPT
- Arc Adjustment Range: 40° to Continuous 360°
- Flow Range: .5 - 10.0 GPM
- Pressure Rating: 20 - 70 PSI
- Precipitation Rate: .06 to .50 Inches Per Hour
(Depending on Spacing and Nozzle Used)
- Overall Height (Popped Down): 7 1/2"
(17" for High Pop Model)
- Recommended Spacing: 28' to 44'
- Radius: 22' to 50'
- Nozzle Trajectory: 26°
- Low Angle Nozzle Trajectory: 12°
- Standard and Low Angle Nozzle: Included
- Riser Height: 5"

Performance Data

NOZZLE	PRESSURE			RADIUS		FLOW RATE			PRECIP in/hr		PRECIP mm/hr	
	PSI	kPa	Bars	Ft.	M.	GPM	L/M	M ³ /H	■	▲	■	▲
#0.5	30	207	2.1	28	8.5	0.5	1.9	0.11	0.12	0.14	3	4
	40	276	2.8	29	8.8	0.6	2.3	0.14	0.14	0.16	3	4
	50	345	3.5	29	8.8	0.7	2.7	0.16	0.16	0.19	4	5
	60	414	4.1	30	9.1	0.8	3.0	0.18	0.17	0.20	4	5
#0.75	30	207	2.1	29	8.8	0.7	2.7	0.16	0.16	0.19	4	5
	40	275	2.8	30	9.1	0.8	3.0	0.18	0.17	0.20	4	5
	50	344	3.4	31	9.4	0.9	3.4	0.20	0.18	0.21	5	5
	60	413	4.1	32	9.8	1.0	3.8	0.23	0.19	0.22	5	6
#1.0	30	207	2.1	32	9.8	1.3	4.9	0.30	0.24	0.28	6	7
	40	275	2.8	33	10.1	1.5	5.7	0.34	0.27	0.31	7	8
	50	344	3.4	34	10.4	1.6	6.1	0.36	0.27	0.31	7	8
	60	413	4.1	35	10.7	1.8	6.8	0.41	0.28	0.33	7	8
#2.0	30	207	2.1	37	11.3	2.4	9.1	0.55	0.34	0.39	9	10
	40	275	2.8	40	12.2	2.5	9.5	0.57	0.30	0.35	8	9
	50	344	3.4	42	12.8	3.0	11.4	0.68	0.33	0.38	8	10
	60	413	4.1	43	13.1	3.3	11.4	0.68	0.34	0.36	8	9
2.5 Pre-installed	30	207	2.1	38	11.6	2.5	9.5	0.57	0.33	0.38	8	10
	40	275	2.8	39	11.9	2.8	10.6	0.64	0.35	0.41	9	10
	50	344	3.4	40	12.2	3.2	12.1	0.73	0.39	0.44	10	11
	60	413	4.1	41	12.5	3.5	13.3	0.80	0.40	0.46	10	12
#3.0	30	207	2.1	38	11.6	3.6	13.6	0.82	0.48	0.55	12	14
	40	275	2.8	39	11.9	4.2	15.9	0.96	0.53	0.61	14	16
	50	344	3.4	41	12.5	4.6	17.4	1.05	0.53	0.61	13	15
	60	413	4.1	42	12.8	5.0	19.0	1.14	0.55	0.63	14	16
#4.0	30	207	2.1	43	13.1	4.4	16.7	1.00	0.46	0.53	12	13
	40	275	2.8	44	13.4	5.1	19.3	1.16	0.51	0.59	13	15
	50	344	3.4	46	14.0	5.6	21.2	1.27	0.51	0.59	13	15
	60	413	4.1	49	14.9	5.9	22.4	1.34	0.47	0.55	12	14
#6.0	40	276	2.8	45	13.7	5.9	22.4	1.34	0.56	0.65	14	16
	50	344	3.4	46	14.0	6.0	22.7	1.36	0.55	0.63	14	16
	60	413	4.1	48	14.6	6.3	23.9	1.43	0.53	0.61	13	15
	70	482	4.8	49	14.9	6.7	25.4	1.52	0.54	0.62	14	16
#8.0	40	276	2.8	42	12.8	8.0	30.3	1.82	0.87	1.01	22	26
	50	344	3.4	45	13.7	8.5	32.2	1.93	0.81	0.93	21	24
	60	413	4.1	49	14.9	9.5	36.0	2.16	0.76	0.88	19	22
	70	482	4.8	50	15.2	10.0	37.9	2.27	0.77	0.89	20	23

Low Angle Performance Data

NOZZLE	PRESSURE			RADIUS		FLOW RATE			PRECIP in/hr		PRECIP mm/hr	
	PSI	kPa	Bars	Ft.	M.	GPM	L/M	M ³ /H	■	▲	■	▲
#1.0	30	207	2.1	22	6.7	1.2	4.5	.27	0.48	0.55	12	14
	40	276	2.8	24	7.3	1.7	6.4	.39	0.57	0.66	14	17
	50	345	3.4	26	7.9	1.8	6.8	.41	0.51	0.59	13	15
	60	414	4.1	28	8.5	2.0	7.6	.45	0.49	0.57	12	14
#3.0	30	207	2.1	29	8.8	3.0	11.4	.68	0.69	0.79	17	20
	40	276	2.8	32	9.8	3.1	11.7	.70	0.58	0.67	15	17
	50	345	3.4	35	10.7	3.5	13.2	.80	0.55	0.64	14	16
	60	414	4.1	37	11.3	3.8	14.4	.86	0.53	0.62	14	16
#4.0	30	207	2.1	31	9.4	3.4	12.9	.77	0.68	0.79	17	20
	40	276	2.8	34	10.4	3.9	14.8	.89	0.65	0.75	17	19
	50	345	3.4	37	11.3	4.4	16.7	1.00	0.62	0.71	16	18
	60	414	4.1	38	11.6	4.7	17.8	1.07	0.63	0.72	16	18
#6.0	40	275	2.8	38	11.6	6.5	24.6	1.48	0.87	1.00	22	25
	50	344	3.4	40	12.2	7.3	27.7	1.66	0.88	1.01	22	26
	60	413	4.1	42	12.8	8.0	30.3	1.82	0.87	1.01	22	26
	70	482	4.8	44	13.4	8.6	32.6	1.96	0.86	0.99	22	25

*All precipitation rates calculated for 180° operation. For the precipitation rate for a 360° sprinkler, divide by 2.

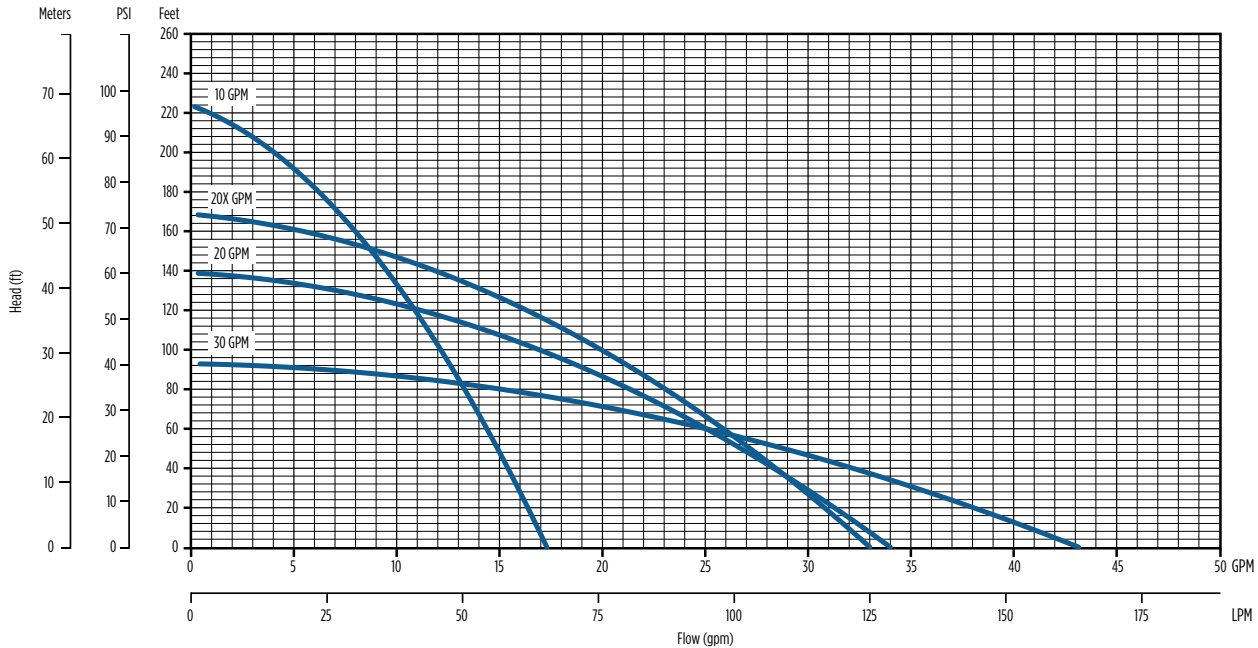
C1 SERIES

CISTERN PUMPS

Designed for use in gray water and filtered effluent service applications, the C1 Series cistern pump provides high performance and long life in less than ideal water conditions. Able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components, the pump features a unique bottom suction design allowing for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, C1 Series pumps are suitable for use in agricultural, residential, and commercial installations.



C1 SERIES FAMILY CURVE



FEATURES

- Supplied with a removable 5" base for secure and reliable mounting
- Bottom suction design
- Robust thermoplastic discharge head design resists breakage during installation and operation
- Standard backflow prevention through a built-in, but removable, check valve.
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, 1/2 hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy-duty 300 V 10 foot SJ00W jacketed lead

APPLICATIONS

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

ORDERING INFORMATION

GPM	HP	Volts	Stage	Model No.	Order No.	Length (in)	Weight (lbs)
10	1/2	115	6	10C1-05P4-2W115	90301005	26	17
		230	6	10C1-05P4-2W230	90301010	26	17
20		115	4	20C1-05P4-2W115	90302005	25	16
		230	4	20C1-05P4-2W230	90302010	25	16
20X		115	5	20XC1-05P4-2W115	90302015	26	17
		230	5	20XC1-05P4-2W230	90302020	26	17
30		115	3	30C1-05P4-2W115	90303005	25	16
		230	3	30C1-05P4-2W230	90303010	25	16

NOTE: All units have 10 foot long SJ00W leads

LBC Manufacturing ***“EZ-Tank”***

GRAVITY FLOW Liquid **Bleach Chlorinator**

US Patent Pending

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LBC Manufacturing
P.O. Box 454
Fayetteville, TEXAS 78940
(979) 826-0139 off.

www.liquidchlorinator.com

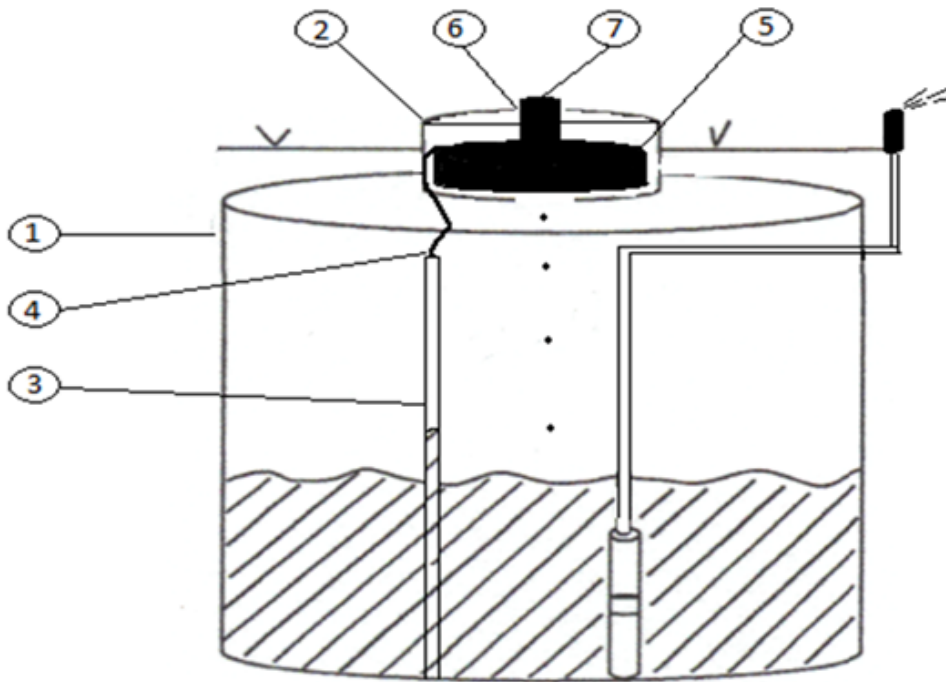


THIS PRODUCT WAS EVALUATED AS A
CHLORINE DISINFECTION DEVICE AND MEETS OR
EXCEEDS THE APPLICABLE REQUIREMENTS OF
STANDARD 46

RECOMMENDED INSTALLATION INSTRUCTIONS

**** LBC Manufacturing recommends installation by TCEQ licensed and trained installers. ****

1. Locate the Aerobic System Holding/Pump tank
2. Remove the green access lid mounting screws and remove green access lid.
3. Install vertical sensing pipe into Holding/Pump tank. Ensure sensing pipe is resting on the bottom of the Holding/Pump tank. Cut the sensing pipe off below the top of the Holding/Pump tank lid, and secure the sensing pipe to remain vertical in the Holding/Pump tank
4. Using PVC Cleaner and PVC glue, attach the barb fitting adapter (supplied on the end of EZ-Tanks vinyl tubing) to the sensing pipe.
5. Place the EZ-Tank reservoir inside the holding tank access riser. (EZ-Tank reservoir rests on the secondary safety lid inside the holding tank access riser. If the holding tank access riser does not have a secondary safety lid, replace with new access riser that accommodates the secondary safety lid to code.)
6. Next, drill 4.25 inch hole in center of holding tank access lid. (this allows the fill lid to be accessed without having to reopen the holding tank lid) Next, Re-Install holding tank access lid and replace mounting and safety screws.
7. Open EZ-Tank gasketed fill lid. Fill with 6% -10% sodium hypochlorite. Once filled, Replace the gasketed fill lid ensuring a firm secure seal. (If the fill lid is not tightened securely, a vacuum will not form and reservoir will empty sodium hypochlorite contents into Holding/Pump tank prematurely.)



CHLORINE DISINFECTION DEVICE PERFORMANCE

The LBC MFG “EZ-Tank” is a proven disinfection device that meets the applicable requirements of NSF standard 46 for Chlorine disinfection devices. The EZ-Tank is listed as a certified chlorine disinfection device for secondary treated effluent. Certification requires the device to be used with 6-10% sodium hypochlorite (household bleach) The EZ-Tank Disinfection device is a gravity flow product that applies disinfectant to a holding tank as the water level rises thus giving the ultimate amount of contact time for the disinfectant to work.

THE LIQUID CHLORINATION PROCESS

LBC Manufacturing designed and built the “EZ-Tank” to provide years of trouble-free service. It is constructed from durable Polyethylene material which can withstand the corrosive nature of Sodium Hypochlorite (Household Bleach). It has been tested to NSF/ANSI Std 46 and has proven to function more consistently, at a lower operating cost, than any other disinfection method.

The basic function of the Liquid Bleach Chlorinator is to introduce disinfectant to the effluent water in the Holding/Pump tank as the effluent enters. The longer the contact time the disinfectant has to interact with pathogens, the better it disinfects. The ideal method is maximum contact time for minimal pathogen survival.

LIQUID CHLORINATOR OPERATION AND MAINTENANCE

It is the Owner's *Responsibility* to operate and maintain the Liquid Chlorinator to the best of their ability.

If Service is required, refer to the Data/Service Plate located on the Fill Lid of the Liquid Chlorinator.

The Liquid Chlorinator uses 6-10% Sodium Hypochlorite (Household Bleach). Do not use any other products and or chemicals other than specified. Always maintain a constant supply of disinfectant / Bleach in the Chlorinator Housing at all times. The rate of disinfectant/Bleach usage will vary with individual homeowner water usage. If disinfectant usage increases or decreases, call the service provider.

If flood waters, ants, chemicals etc.. other than Sodium Hypochlorite, enters the Chlorinator Housing, call for service.

****** Always use Personal Protective Equipment when Filling or Servicing the Chlorinator******

MONTHLY : Open the Chlorinator Fill Lid and Visually Inspect the liquid level the chlorine reservoir. Maintain a constant supply of Sodium Hypochlorite (Household Bleach) in the Chlorinator Housing and reservoir at all times. Check Sprinkler discharge for Chlorine residual. If Service is required, refer to the Data/Service Plate located on the Fill Lid of the chlorinator reservoir

PERIODICALLY: Open the Chlorinator Fill Lid and Visually Inspect the Chlorinator for debris such as dirt, grass clippings etc. Check Sprinkler discharge for Chlorine residual. If Service is required, refer to the Data/Service Plate located on the Fill Lid of the Chlorinator reservoir.

YEARLY: Visually inspect the Chlorinator Housing for any damage from lawnmowers, etc.
Remove dirt/ant build up , grass, etc. from Chlorinator Housing Fill Lid. Check Sprinkler discharge for Chlorine residual.
If Service is required, refer to the Data/Service Plate located on the Fill Lid of the Chlorinator reservoir

FOR INTERMITTENT PERIODS OR EXTENDED PERIODS OF NON-USE

The EZ Tank is designed to function under normal use or Intermittent periods of use. If periods of non use exceed 6 months , drain Chlorinator Housing and refill with 6-10% Sodium Hypochlorite. If Service is required, refer to the Data/Service Plate located on the Fill Lid of the Chlorinator reservoir.

ArcGIS Web Map



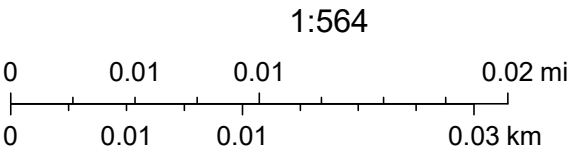
10/3/2024, 4:24:51 PM

Permits

- S Septic
- P Piprow/Driveway

- U Utility
- TCEQ Contributing Zone

- Contour 5ft
- Contour Line, Minor
 - County Maintained Roads




From: [Ritzen,Brenda](#)
To: ["glazenerhomes@gmail.com"; Nicole Barnes](#)
Subject: Permit 118557
Date: Thursday, May 8, 2025 4:08:00 PM
Attachments: [image001.png](#)

**Re: Glazener Homes, LLC
Mystic Shores Unit 17 Lot 1254
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:

1.  **Property owner signature (or esignature verification) needed on the permit application and the maintenance contract.**
2. **Revise as needed and resubmit.**

Thank you,



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



DAVID WINTERS SEPTICS, LLC
PO BOX 195
SPRING BRANCH, TX 78070
830-935-2477 OFFICE
830-935-2477 FAX
wintersseptics@gvtc.com

Routine Maintenance and Inspection Agreement

This Work-for-Hire Agreement (hereafter referred to as this "Agreement") is entered into, by, and between Glazener Homes, LLC. (referred to as "Client") and David Winters Septic's, LLC, Inc. (hereafter referred to as "Contractor") located at 306 Toucan Dr. Date beginning on Issue Date of and contract ending 2 years from Issue Date of License to Operate License to Operate
By this agreement the Contractor agrees to render professional service, as described herein, and the Client agrees to fulfill the terms of this Agreement as described herein.

This agreement will provide for all required inspections, testing, and service for your Aerobic Treatment System. The policy will include the following:

1. Three (3) inspections per year/service calls (at least one every four months), for a total of six (6) over the two-year period, including inspection, adjustment, and servicing of the mechanical, electrical and other applicable component parts to ensure proper function. This includes inspecting control panel, air pumps, air filters, diffuser operation, and replacing or repairing any component not found to be functioning correctly. Any alarm situations affecting the proper function of the Aerobic process will be addressed within a 48-hour time frame. This contract does not include labor on warranty and non-warranty parts.
2. An effluent quality inspection consisting of a visual check of color, turbidity, scum overflow and examination for odors. A test for chlorine residual and pH will be taken and reported as necessary.
3. If any improper operation is observed, which cannot be corrected at the time of the service visit, you will be notified on your inspection report.
4. The Client is responsible for the chlorine tablets and ~~or liquid chlorine~~; they must be filled before or during the service visit.
5. Any additional visits, inspections or sample collection required by specific Municipalities, Water/River Authorities, and County Agencies the TCEQ or any other authorized regulatory agency in your jurisdiction will not be covered by this policy.

At the conclusion of the initial service policy, our company will make available, for purchase on an annual basis, a continuing service policy cover NORMAL inspection, maintenance and repair.

The Homeowners Manual must be strictly followed or warranties are subject invalidation. Pumping of sludge build up is not covered by this policy and will result in additional charges.

This agreement does not cover any labor or parts for items which must be replaced due to acts of God, i.e., lightning strikes, high winds, flooding, freezing.

This agreement DOES NOT COVER materials or parts which must be replaced due to misuse or abuse of the system. These include but are not limited to: Sewage flows exceeding the recommended daily hydraulic design capabilities, Disposal of Non-Biodegradable materials, such as chemicals, grease or oil, sanitary napkins, tampons, baby wipes, disposable diapers, Clogs in the line between the house and the tank.

This agreement DOES NOT COVER LABOR OR PARTS for out- of- warranty items.

Service calls made outside of the regular maintenance schedule are subject to a **\$75.00 SERVICE CALL FEE** due at the time of service.

VOID

ACCESS BY CONTRACTOR

The contractor or anyone authorized by the contractor may enter the property at reasonable times without prior notice for the purpose of service described above.

PAYMENT AGREEMENT

The client will pay compensation to the contractor for the services in the amount of install. This compensation shall be payable in one lump sum payment upon acceptance of this agreement. Payments not received within 30 days of the above described due date will be subject to a \$25.00 late penalty.

First 2 years
included with new

TERMINATION OF THIS AGREEMENT

Either party may terminate this agreement within 10 days of written notice in the event of substantial failure to perform in accordance with its terms by other party without fault of the terminating party. If this agreement is terminated, the contractor will immediately notify the appropriate health authority.

LIMIT OF LIABILITY

The Contractor will not be liable for indirect, consequential, incidental or punitive damages, whether in contract or any other theory. In no event shall the Contractor's liability for direct damages exceed the price for the services described in this agreement.

Permit # _____

The effective date of this initial maintenance agreement shall be the date the license to operate is issued.

Client

Glazener Homes, LLC.

Name

306 Toucan Dr.

Address

Spring Branch, TX 78070

City/State/Zip Code

210-325-7201

Phone

glazenerhomes@gmail.com

Email address

Hunter Glazener

Signature of Client

Contractor

David Winters Septics LLC.

1550 Oak Meadows

Canyon Lake, Texas 78133

Office- 830-935-2477 Email-Wintersseptics@gvtc.com

By: David Winters

Signature of Contractor

Maintenance Provider #-MP0001686

FILED BY
ALAMO TITLE
gf # 4000142500032

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

**Deed of Trust
Security Agreement - Financing Statement**

Terms

Effective Date: February 10, 2025

Grantor: Glazener Homes LLC

Grantor's Mailing Address: Glazener Homes LLC, 3004 Bent Tree Drive, Schertz, Texas 78154

Trustee: Mark O. Sunderman

Trustee's Mailing Address: 519 Main Street, Schertz, Texas 78154

Lender: Schertz Bank & Trust

Lender's Mailing Address: 519 Main Street, Schertz, Texas 78154

Obligation:

Note:

Date: of even date hereof

Original Principal Amount: \$470,848.00

Borrower: Glazener Homes LLC

Lender: Schertz Bank & Trust

Maturity Date: February 10, 2026

Terms of Payment: As provided in the Note.

This deed of trust secures payment of such additional or future sums (whether or not obligatory), with interest thereon, as may hereafter be borrowed or advanced from Lender, its successors or assigns, by the then record owner of the Property, when evidenced by a promissory note which, by its terms, is secured hereby (it being contemplated by Grantor and Lender that such future indebtedness may be incurred). This deed of trust, to the extent permitted by law, also secures payment of all other present and future debts, obligations, and liabilities owed to Lender by Grantor, regardless of how the other debts, obligations, and liabilities are incurred and regardless of whether they are evidenced by a note, open account, overdraft, endorsement, surety agreement, guarantee, or other document. This deed of trust also secures payment of any renewals or modifications of debts, obligations, and liabilities. When Grantor repays all debts owed to Lender, this deed of trust lien will terminate only if Lender releases this deed of trust at the request of Grantor. Notwithstanding anything to the contrary herein, until Lender releases this deed of trust, this deed of trust will remain fully in effect to secure all other debts, obligations, and liabilities now or hereafter owed to Lender by Grantor, regardless of any additional security given for such debts, obligations, and liabilities and regardless of any renewals or modifications of debts, obligations, and liabilities.

Property (including any improvements): Lot 1254, Mystic Shores, Unit Seventeen, an addition to Comal County, Texas, according to map or plat recorded in Document No. 200606022555, Map and Plat Records, Comal County, Texas.

Together with all improvements.

Together with all right, title, interest, and privileges of Grantor in and to (i) all streets, ways, roads, alleys, easements, rights-of-way, licenses, rights of ingress and egress, vehicle parking rights and public places, existing or proposed, abutting, adjacent, used in connection with or pertaining to such real property or the improvements thereon; (ii) any strips or gores of real property between such real property and abutting or adjacent properties; (iii) all water and water rights, timber and crops pertaining to such real property; and (iv) all appurtenances and all reversions and remainders in or to such real property (all of the above the "Real Property").

Together with the following personal property:

All of the right, title, and interest of Grantor in and to:

(i) fixtures, supplies, building materials, plumbing, electrical fixtures, furniture, furnishings, equipment (including but not limited to portable buildings), machinery, goods (including, but not limited to, crops, farm products, timber and timber to be cut, and extracted minerals) located or used on the Real Property; (ii) all plans and specifications for development of or construction of improvements on the Real Property; (iii) all contracts and subcontracts relating to the construction of improvements on the Real Property; (iv) all franchises, certificates, and other rights and privileges obtained in connection with the Real Property; (v) any development or use rights, applications, permits, approvals, licenses, franchises, certificates, and other rights and privileges authorizations, refunds, credits, and offsets granted by or obtainable from governmental authorities and related to or for the benefit of the Real Property; (vi) all cash funds, fees (whether refundable, returnable or reimbursable), deposits or other funds or evidences of cash, credit or indebtedness deposited by or on behalf of Grantor with any governmental agencies, boards, corporations, providers of utility services, public or private, including specifically, but without limitation, all refundable, returnable, or reimbursable tap fees, utility deposits, commitment fees and development

costs, any awards, remunerations, reimbursements, settlements, or compensation heretofore made or hereafter to be made by any governmental authorities unit pertaining to the Real Property, including but not limited to those for any vacation of, or change of grade in, any streets affecting the Real Property and those for municipal utility district or other utility costs incurred or deposits made in connection with the Real Property; (vii) all proceeds payable or to be payable under each policy of insurance relating to the Real Property, including proceeds of any unearned premiums with respect to insurance policies; (viii) all Leases and Rent; (ix) general intangibles, money, insurance proceeds, accounts, contract and subcontract rights, trademarks, trade names, copyrights, chattel paper, instruments, investment property, letters of credit, and inventory arising from or by virtue of any transactions relating to the Real Property; (x) all other personal property of any kind or character as defined in and subject to the provisions of Chapter 9 of the Texas Business and Commerce Code ("Code"), any and all of which are now owned or hereafter acquired by Grantor, and which are now or hereafter situated in, on, or about the Real Property, or used in or necessary to the complete and proper planning, development, construction, financing, use, occupancy, or operation thereof, or acquired (whether delivered to the Real Property) for use in or on the Real Property; (xi) all other interest of every kind and character which Grantor now has or at any time hereafter acquires in and to the property described above (including the Real Property) and all property which is used or useful in connection with such property; and (xii) together with all accessions, replacements, and substitutions thereto or therefore, products, proceeds thereof, and proceeds of proceeds (all of the above personal property the "Personalty").

In addition to creating a deed of trust lien on all the real and other property described above, Grantor also grants to Lender a security interest in all of the Personalty pursuant to and to the extent permitted by the Code.

In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the Property (including Personalty) may be sold as a whole at Lender's option and that the Property need not be present at the place of sale.

Prior Lien: None.

Clauses and Covenants

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers, and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages before execution of this deed of trust and again at least 10 days before the expiration of the Required Insurance Coverages. Required Insurance Coverages, include but are not limited to:

a. Liability insurance and worker's compensation insurance covering Grantor, the Property, and the operations on the Property against claims for bodily injury, death, or property damage on or around the Property.

b. Property insurance against loss or damage by fire, storm, gas (if gas is used on the Property), and all other hazards under a standard all-risk extended coverage endorsement for an amount equal to the original amount of the Note and other debt secured by this deed of trust or the full insurable value of the Property, whichever is less, and also insuring against other risks including flood, if the Property is in a flood hazard area, and earthquake and mud slide, if requested by Lender.

c. While any improvements on the Property are under construction, (i) a builder's all-risk form insurance policy on a completed value basis, (ii) worker's compensation and general liability policies covering each contractor performing work on the Property, and (iii) policies of professional liability insurance carried by each architect, engineer, or other design professional performing work relating to the Property.

d. Grantor agrees that all required insurance policies will (i) be issued by companies reasonably acceptable to Lender, (ii) be in a form acceptable to Lender, (iii) be endorsed to be payable to Lender as mortgagee insured and loss payee. and (iv) expressly prohibit cancellation or modification without 10 days' written notice to Lender.

B.2. Grantor agrees to-

a. keep the Property in good repair and condition;

b. pay all taxes and assessments on the Property before delinquency and provide Lender with copies of receipts for paid taxes and assessments, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender. and not request a deferral of the collection of taxes pursuant to Section 33.06 of the Texas Tax Code (however, see *Section H.16*);

c. defend title to the Property and preserve the lien's priority as it is established in this deed of trust;

d. obey all laws, ordinances, and restrictive covenants applicable to the Property;

e. keep any buildings occupied as required by Required Insurance Coverages;

f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and

g. notify Lender in advance of any change of Grantor's name, address, or legal structure.

C. Lender's Rights

C.1. Lender may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property or condemnation proceeds either to (a) reduce the Obligation, whether matured or not, and in any order Lender selects or (b) repair or replace

damaged or destroyed improvements in any manner Lender elects and apply any remaining proceeds to reduce the Obligation in any order Lender elects.

C.4. Notwithstanding terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust. Lender may choose to add such amount to be reimbursed to the principal of the Note and such amount is payable on demand of Lender.

C.6. **COLLATERAL PROTECTION INSURANCE NOTICE**

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, Lender hereby notifies the Grantor as follows:

- (A) the Grantor is required to:
- (i) keep the collateral insured against damage in the amount Lender specifies;
 - (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
 - (iii) name Lender as the person to be paid under the policy in the event of a loss;
- (B) the Grantor must, if required by Lender, deliver to Lender a copy of the policy and proof of the payment of premiums; and
- (C) if the Grantor fails to meet any requirement listed in Subsection (A) or (B), Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

- D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and without representation or warranty, express or implied, by Trustee;
- D.3. from the proceeds of the sale, pay, in this order-
- a. expenses of foreclosure, including a reasonable commission to Trustee;
 - b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
- D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. Environmental Provisions

E.1. For purposes of the Environmental Provisions set forth in this Section E, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

- a. "Hazardous Materials" shall mean explosives, flammable materials, radioactive materials, asbestos-containing materials, polychlorinated biphenyls, petroleum substances, lead-based paint, and any other substance or material the presence of which is prohibited or regulated under Environmental Laws (as defined below) including, without limitation, all "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "solid wastes," "regulated substances," and "pollutants."
- b. "Environmental Laws" shall mean the laws, regulations, ordinances, judgments and orders of any Governmental Authority (as defined below) relating to the air, soil, surface water, ground water, vegetation, natural resources, workplace, or unsafe conditions in, on, under, about or from the Property including, without limitation, all applicable provisions of the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. Section 1251 et seq.; the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. Section 6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (including the Superfund Amendments and Reauthorization Act of 1986. "CERCLA"), 42 U.S.C. Section 9601 et seq.; the Toxic Substances Control Act, as amended, 15 U.S.C. Section 2601 et seq.; the Occupational Safety and Health Act, as amended, 29 U.S.C. Section 651 et seq.; the Emergency Planning and Community Right-to-Know Act of 1986, 42 U.S.C. Section 11001 et seq.; the Mine Safety and Health Act of 1977, as amended, 30 U.S.C. Section 801 et seq.; the Safe Drinking Water Act, as amended, 42 U.S.C. Section 300f et seq.; and all laws, regulations, ordinances, judgments or orders adopted by any Governmental Authority in accordance with the foregoing.

c. **"Hazardous Materials Contamination"** shall mean any contamination or impermissible alteration of the air, soil, surface water, ground water, vegetation, natural resources or workplace in, on, under or about the Property by Hazardous Materials, or any other property as a result of Hazardous Materials generated at or emanating from the Property, whether occurring before or after the date of this deed of trust.

d. **"Governmental Authority"** shall mean the United States, the State of Texas, the County, the City or any other political subdivision in which the Property is located, and any other political subdivision, agency, or instrumentality exercising jurisdiction over Grantor or the Property.

E.2. Except as otherwise previously disclosed in writing by Grantor, Grantor hereby represents, covenants and warrants that:

a. to the best of Grantor's knowledge and belief, no Hazardous Materials are now located on the Property;
b. to the best of Grantor's knowledge and belief, no part of the Property is being used or has been used at any previous time for the storage, treatment, processing, disposal or other management of Hazardous Materials, nor is any part of the Property affected by any Hazardous Materials Contamination;

c. to the best of Grantor's knowledge and belief, no property adjoining the Property is being used or has ever been used at any previous time for the storage, treatment, processing, disposal, or other management of Hazardous Materials, nor is any other property adjoining the Property affected by any Hazardous Materials Contamination;

d. neither Grantor nor, to the best of Grantor's knowledge and belief, any tenant of any portion of the Property, has received any notice from any Governmental Authority with respect to any violation of any Environmental Laws;

e. to the best of Grantor's knowledge and belief, no investigation, administrative order, consent order or agreement, litigation or settlement with respect to any Hazardous Materials or any Hazardous Materials Contamination is proposed, threatened, anticipated or in existence with respect to the Property and, after diligent investigation and inquiry, the Property is not currently on, nor has it ever been on, any federal or state "Superfund" or "Superlien" list or deemed eligible for such listing by any Governmental Authority; and

f. Grantor shall not cause, suffer or allow the occurrence of any violation of any Environmental Laws in, on or about the Property by any person including, without limitation, any tenant of any portion of the Property, nor cause, suffer or allow any Hazardous Materials Contamination or any environmental liens, land use restrictions, institutional controls or similar encumbrances on any portion of the Property.

E.3. Grantor agrees to: (a) give notice to Lender (including a full description of the items) immediately upon (i) Grantor's receipt of any notice from any Governmental Authority of a violation of any Environmental Laws or acquiring knowledge of the receipt of any such notice by any tenant of any portion of the Property, or (ii) acquiring knowledge of the presence of any Hazardous Materials on the Property or of any Hazardous Materials Contamination, or (iii) becoming aware of an actual or threatened release of Hazardous Materials in, on, under, about or from the Property in such quantities, concentrations, or duration that a notification obligation is triggered under any Environmental Laws; and (b) promptly comply with all Environmental Laws and provide Lender with satisfactory evidence of such compliance; and (c) provide Lender, within thirty (30) days after demand by Lender, with a bond, letter of credit or similar financial assurance instrument satisfactory to Lender which demonstrates that sufficient funds are available to pay the cost of (i) properly storing, treating, processing, disposing and otherwise managing any Hazardous Materials on the Property, and (ii) investigating, removing, remediating and otherwise responding to any Hazardous Materials Contamination, and (iii) discharging or removing any environmental liens, land use restrictions, institutional controls or similar assessments on any portion of the Property.

E.4. Lender (by its officers, employees and agents) is hereby given the right to inspect the property at reasonable times. Additionally, Lender (by its officers, employees and agents) at any time and from time to time, either prior to or after the occurrence of a default, may contract for the services of persons (the **"Site Reviewers"**) to perform environmental audits or site assessments (the **"Site Assessments"**) on the property for the purpose of determining whether there exists on the property any environmental condition which could reasonably be expected to result in any liability, cost or expense to the owner, occupier or operator of such Property under any Environmental Laws. The Site Assessments may be performed at any time or times, upon reasonable notice to Grantor, and under reasonable conditions established by Grantor which do not impede the performance of the Site Assessments. The Site Reviewers are hereby authorized to enter upon the property for such purposes. The Site Reviewers are further authorized to perform testing both above and below the ground for the presence of any Hazardous Materials or any Hazardous Materials Contamination as may be necessary to conduct the Site Assessments in the reasonable opinion of the Site Reviewers. Grantor will supply to the Site Reviewers such historical and operational information regarding the Property as may be reasonably requested by the Site Reviewers to facilitate the Site Assessments and will make available for meetings with the Site Reviewers appropriate personnel having knowledge of such matters. The cost of performing such Site Assessments shall be paid by Grantor promptly upon demand and any such obligations shall be Indebtedness secured by this deed of trust.

E.5. Lender shall have the right, but not the obligation, prior or subsequent to a default, without in any way limiting Lender's other rights and remedies under this deed of trust, to enter onto the Property and to take such other actions as it deems necessary or advisable to clean up, remove, resolve or minimize the impact of, or otherwise deal with, any Hazardous Materials or Hazardous Materials Contamination in, on, under, about or from the Property following receipt of any notice from any person or entity including, without limitation, any Governmental Authority, asserting the presence of any Hazardous Materials on the Property or the existence of any Hazardous Materials Contamination which, if true, could result in an order, suit, imposition of an environmental lien on the property, or other action and/or which, in Lender's sole opinion, could jeopardize or impair Lender's security under this deed of trust. All costs and expenses paid or incurred by Lender in the exercise of any such rights shall be payable to Lender by Grantor promptly upon demand and shall be Indebtedness secured by this deed of trust.

E.6. REGARDLESS OF WHETHER LENDER HAS EXERCISED ITS RIGHTS UNDER SECTION E.4 (SITE ASSESSMENTS) OR SECTION E.5 (LENDER'S RIGHT TO REMOVE HAZARDOUS MATERIALS) OF THIS DEED OF TRUST, AND WITHOUT REGARD TO ANY STRICT LIABILITY OR CONCURRENT NEGLIGENCE OF THE INDEMNIFIED PARTIES, GRANTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS LENDER, TRUSTEE, AND THEIR

SUCCESSORS AND ASSIGNS (THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, SUITS, ACTIONS, DEMANDS, JUDGMENTS, SETTLEMENTS, PENALTIES, LOSSES, COSTS AND EXPENSES OF EVERY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ENVIRONMENTAL RESPONSE COSTS AND REASONABLE ATTORNEYS’ FEES AND EXPENSES) WHICH MAY BE PAID, INCURRED OR SUFFERED BY THE INDEMNIFIED PARTIES OR BE ASSERTED AGAINST THE INDEMNIFIED PARTIES BY ANY PERSON OR ENTITY AS A DIRECT OR INDIRECT RESULT OF (I) THE VIOLATION OF ANY ENVIRONMENTAL LAW BY GRANTOR, (II) THE PRESENCE OF HAZARDOUS MATERIALS IN, ON, UNDER, ABOUT OR FROM THE PROPERTY, (III) THE EXISTENCE OF ANY HAZARDOUS MATERIALS CONTAMINATION, OR (IV) ANY OTHER DEFAULT OR BREACH OF THE ENVIRONMENTAL PROVISIONS OF THIS DEED OF TRUST; PROVIDED, HOWEVER, GRANTOR SHALL NOT BE REQUIRED TO INDEMNIFY THE INDEMNIFIED PARTIES FOR THE PORTION OF ANY SUCH CLAIM WHICH IS DIRECTLY ATTRIBUTABLE TO (I) THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES, OR (II) THE ACTS OR OMISSIONS OF A THIRD PARTY OCCURRING AFTER GRANTOR CEASES TO OWN OR OPERATE THE PROPERTY. THE REPRESENTATIONS, COVENANTS, WARRANTIES AND INDEMNITY CONTAINED IN THE ENVIRONMENTAL PROVISIONS OF THIS DEED OF TRUST SHALL SURVIVE THE RELEASE OF THIS DEED OF TRUST AND SHALL NOT BE AFFECTED BY ANY OTHER RIGHT OR REMEDY EXERCISED BY OR AVAILABLE TO THE GRANTOR UNDER THIS DEED OF TRUST OR OTHERWISE.

F. Leases and Assignment of Rental

F.1. As used in this deed of trust:

a. “Lease” means any lease, sublease or other agreement under the terms of which any person other than Grantor has or acquires any right to occupy or use the property, or any part thereof, or interest therein.

b. “Lessee” means the lessee, sublessee, tenant or other person having the right to occupy or use a part of the property under a Lease.

c. “Rent” means the rents, royalties and other consideration payable to Grantor by the Lessee under the terms of a Lease.

F.2. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and this deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender’s rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender’s rights and remedies under this *Section F.2* without taking possession of the Property. Lender will apply all rent collected under this *Section F.2* as required by the Texas Property Code as then in effect. Lender is not required to act under this *Section F.2* and acting under this *Section F.2* does not waive any of Lender’s other rights or remedies.

F.3. Nothing in this *Section F* shall ever be construed as subordinating this deed of trust to any Lease.

F.4. Grantor covenants to: (a) upon demand by Lender, provide copies of all Leases; (b) upon demand by Lender, assign to Lender, by separate instrument in form and substance satisfactory to Lender, any or all Leases, or the Rent payable thereunder, including, but not limited to, any Lease which is now in existence or which may be executed after the date hereof; (c) not accept from any Lessee, nor permit any Lessee to pay, Rent for more than one month in advance; (d) comply with the terms and provisions of each Lease; (e) not amend, modify, extend or renew any Lease; (f) not assign, transfer, mortgage, cancel or accept surrender of any Lease; (g) not assign, transfer, pledge or mortgage any Rent; (h) not waive, excuse, release or condone any nonperformance of any covenants of any Lessee; (i) give to Lender duplicate notice of each default by each Lessee; (j) cause each Lessee to agree (and each Lessee under each Lease executed after the date hereof to agree) to give to Lender written notice of each and every default under his Lease by Grantor and not to exercise any remedies under such Lease unless Lender fails to cure such default within 10 days, or within such longer periods as may be reasonably necessary if such default cannot be cured within 10 days, after Lender has received such notice; provided that Lender shall never have any obligation or duty to cure any such default; and (k) obtain and furnish to Lender, upon request, itemized statements, in such detail as shall be satisfactory to Lender, of the annual gross sales of each Lessee from the premises covered by his Lease.

G. Security Agreement

G.1. This deed of trust (a) shall be construed as a deed of trust on real property, and (b) shall also constitute and serve as a “Security Agreement” on personal property within the meaning of, and shall constitute until this deed of trust is released, a first and prior security interest under the Code as to property within the scope thereof with respect to the Personalty. To this end, Grantor grants to, has granted, bargained, conveyed, assigned, transferred, and set over, and by these presents does grant, bargain, convey, assign, transfer and set over, unto Trustee and Lender, a first and prior security interest and all of Grantor’s right, title and interest in, to, under and with respect to the Personalty to secure the full and timely payment of the Note and the full and timely performance and discharge of the obligations described in the Note and other Loan Documents. It is the intent of Grantor, Lender, and Trustee that this deed of trust encumber all Leases and that all items contained in the definition of “Leases” which are included within the Code be covered by the security interest granted in this *Section G.1*; and all items contained in the definition of “Leases” which are excluded from the Code be covered by the provisions of *Section A* hereof.

G.2. Grantor hereby agrees with Lender to execute and deliver to Lender, in form and substance satisfactory to Lender, such “Financing Statements” and such further assurances as Lender may, from time to time, reasonably consider necessary to create, perfect, and preserve Lender’s security interest herein granted, and Lender may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect, and preserve such security interest.

G.3. This deed of trust shall also constitute a “fixture filing” for the purposes of the Code. All or part of the Property are or are to become fixtures; information concerning the security interest herein granted may be obtained from either party at the address of such party set forth herein. For purposes of the security interest herein granted, the addresses of debtor (Grantor) and of the secured party (Lender) are set forth on page one of this deed of trust.

H. General Provisions

H.1. Grantor agrees to (a) keep at Grantor's address, or such other place as Lender may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (b) prepare financial accounting records in compliance with generally accepted accounting principles consistently applied; and (c), at Lender's request from time to time, permit Lender to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time.

H.2. Grantor agrees to deliver to Lender:

a. without limiting any other provision of any Loan Documents executing in connection with the Note, until the Note is paid in full, upon Lender's request, Grantor's current financial statement and last filed tax return, which Grantor certifies to be true and accurate;

b. upon Lender's request, a certificate by each Grantor certifying that, as of the date thereof, there does or does not (as the case may be) exist an event which constitutes, or which upon due notice or lapse of time or both would constitute an event of default under the Note, this deed of trust or other Loan Documents or, if such event of default exists, specifying the nature thereof;

c. immediate notice of any material adverse change in the financial condition or business prospects of any Grantor; and

d. promptly after Lender's request, such additional information or financial statements concerning any Grantor as Lender may request from time to time.

H.3. If Lender orders an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantor, at Lender's request, agrees to reimburse Lender for the cost of any such appraisal. If Grantor fails to reimburse Lender for any such appraisal within 10 days of Lender's request, that failure is a default under this deed of trust.

H.4. Grantor agrees to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantor's obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantor agrees to pay all costs of the foregoing.

H.5. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

H.6. Recitals in any trustee's deed conveying the Property will be presumed to be true.

H.7. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

H.8. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

H.9. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

H.10. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

H.11. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

H.12. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

H.13. When the context requires, singular nouns and pronouns include the plural.

H.14. The term Note includes all extensions, renewals, and modifications of the Note and all amounts secured by this deed of trust.

H.15. Grantor warrants to Lender and agree that the proceeds of the Note will be used primarily for business or commercial purposes and not primarily for personal, family, or household purposes.

H.16. Grantor will furnish to Lender annually, before taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid. Grantor will annually furnish to Lender evidence acceptable to Lender of current paid-up insurance naming Lender as an insured. Grantor shall not be in default for failure to pay or discharge any ad valorem taxes against the Property if, and so long as, (a) Grantor shall diligently and in good faith contest the same by appropriate legal proceedings which shall operate to prevent the enforcement or collection of the taxes and the sale of the Property or any part thereof, to satisfy the taxes; (b) Grantor shall have furnished to Lender a cash deposit, or an indemnity bond satisfactory to Lender with a surety satisfactory to Lender, in the amount of the taxes, plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, to assure payment of the taxes under contest and to prevent any sale or forfeiture of the Property or any part thereof; (c) Grantor shall promptly upon final determination thereof pay the amount of any such taxes so determined, together with all costs, interest and penalties which may be payable in connection therewith; and (d) the failure to pay the taxes does not constitute a default under any other deed of

trust, mortgage or security interest covering or affecting any part of the Property. Notwithstanding the foregoing, Grantor shall immediately upon request of Lender pay (and if Grantor shall fail so to do, Lender may, but shall not be required to, pay or cause to be discharged or bonded against) any such taxes notwithstanding such contest, if in the reasonable opinion of Lender the Property shall be in jeopardy or in danger of being forfeited or foreclosed. Lender may pay over any such cash deposit or part thereof to the taxing authority entitled thereto at any time when, in the sole judgment of Lender, the entitlement of such taxes is established.

H.17. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

H.18. Grantor agrees to allow Lender or Lender's agents to enter the Property at reasonable times and inspect it and any Personalty in which Lender is granted a security interest by this deed of trust.

H.19. GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.

H.20. Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default if Grantor makes a Disposition without obtaining Lender's prior written consent to the Disposition. A "Disposition" is any sale, lease, exchange, assignment, conveyance, transfer, trade, or other disposition of all or any portion of the Property (or any interest therein) or all or any part of the legal and beneficial ownership interest in Grantor (if Grantor is an entity), except as may be expressly permitted under this deed of trust or the other Loan Documents. It is expressly agreed that Lender may predicate Lender's decision to grant or withhold consent to a Disposition on such terms and conditions as Lender may require, in Lender's sole discretion, including without limitation (i) consideration of the creditworthiness of the party to whom such Disposition will be made and its management ability with respect to the Property, (ii) consideration of whether the security for repayment of the Note and the performance and discharge of the obligations under the other Loan Documents, or Lender's ability to enforce its rights, remedies, and recourses with respect to such security, will be impaired in any way by the proposed Disposition, (iii) an increase in the rate of interest payable under the Note or any other change in the terms and provisions of the Note and other Loan Documents, (iv) reimbursement of Lender for all costs and expenses incurred by Lender in investigating the creditworthiness and management or consulting ability of the party to whom such Disposition will be made and in determining whether Lender's security will be impaired by the proposed Disposition, (v) payment to Lender of a transfer fee to cover the cost of documenting the Disposition in its records, (vi) payment of Lender's reasonable attorneys' fees in connection with such Disposition, (vii) the express assumption of payment of the Note and performance and discharge of the obligations in the other Loan Documents by the party to whom such Disposition will be made (with or without the release of Grantor from liability for such debt and obligations), (viii) the execution of assumption agreements, modification agreements, supplemental loan documents, and financing statements, satisfactory in form and substance to Lender, (ix) endorsements (to the extent available under applicable law) to any existing loan title insurance policy(s) or binder(s) insuring Lender's liens and security interests covering the Property, and (x) requiring additional security for the payment of the debt and performance and discharge of the obligations.

H.21. Grantor agrees not to grant any lien or security interest in the Property or to permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property. If an involuntary encumbrance is filed against the Property, Grantor agrees, within 30 days, to either remove the involuntary encumbrance or provide a bond acceptable to Lender against the involuntary encumbrance. The creation of a subordinate lien without the consent of Lender or other holder of the Note will be construed as a sale or conveyance of the Property and subject to *Section H.20*, but any subsequent sale under a subordinate lien to which Lender or other holder of the Note has consented will not be construed as a sale or conveyance of the Property.

H.22. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

H.23. If Grantor and Borrower are not the same person, the term Grantor includes Borrower. To the extent a Grantor does not own an interest in the Real Property, such Grantor is joining in the execution of this deed of trust, to: grant a security interest in the Personalty to the extent such Grantor owns any interest in the Personalty and to evidence such Grantor's agreement to be bound by the agreements, covenants, representations, and warranties of Grantor herein. To the extent a Grantor is not a Borrower on the Note, such Grantor represents that such Grantor or its owners are gaining a direct or indirect benefit from the loan evidenced by the Note. To the extent a Grantor is not a Borrower on the Note, such Grantor's execution of this deed of trust does not make such Grantor liable on the Note. However, such Grantor is liable for the obligations of Grantor herein, including monetary obligations that may be incurred as a result of Lender taking actions permitted under this deed of trust, such as paying delinquent ad valorem taxes, obtaining insurance, etc. Such Grantor is also liable for any other capacities in which such Grantor has executed documents in connection with the loan evidenced by the Note, such as a guarantor.

H.24. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest, and (g) rights under Sections 51.003, 51.004, and 51.005 of the Texas Property Code.

H.25. Grantor will have full recourse liability for repayment of the principal and interest of the Note (to the extent a Grantor is a Borrower on the Note) and the performance of all covenants and agreements of Grantor in this deed of trust.

H.26. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney who is not an employee of Lender is retained for its enforcement.

H.27. **NOT A "HOME EQUITY" LOAN.** Notwithstanding anything to the contrary herein, if it is determined that the property is the homestead of Grantor, the lien(s) described in this deed of trust, will be limited to securing those amounts advanced by Lender for the purposes described in Texas law for valid liens on homestead property (e.g., purchase money, taxes on the property, work and material used in constructing improvements, refinancing of valid existing liens, etc.). It is the intention of Grantor and Lender that the obligation referenced herein not be construed as a "home equity" loan under Texas law. All payments on the Note will be applied first to the portion of the obligation secured by other real and personal property and the portion of the obligation secured by other property will be completely paid prior to the payment of the portion of the obligation secured by the liens described herein. If any loan proceeds are paid to any Grantor or Borrower that are later construed as "equity loan proceeds," such Grantor or Borrower agrees to refund same to Lender.

H.28. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

H.29. The term "Lender" includes any mortgage servicer for Lender.

H.30. Within 30 days after receipt of written notice from Lender, Grantor agrees to make an initial deposit in a reasonable amount to be determined by Lender and then make monthly payments to a fund for taxes and insurance premiums on the Property (the "Escrow Fund"). Monthly payments will be made on the payment dates specified in the Note, and each payment will be one-twelfth of the amount that Lender estimates will be required annually for payment of taxes and insurance premiums. Deposits and payments to the Escrow Fund are in addition to the monthly payments provided for in the Note. The Escrow Fund will accrue no interest, and Lender will hold it without bond in escrow and use it to pay the taxes and insurance premiums. If Grantor has complied with the requirements of this Section *H.30*, Lender must pay taxes before delinquency. Grantor agrees to make additional deposits on demand if the Escrow Fund is ever insufficient for its purpose. If an excess accumulates in the Escrow Fund, Lender may either credit it to future monthly deposits until the excess is exhausted or refund it to Grantor. When Grantor makes the final payment on the Note, Lender will credit to that payment the whole amount then in the Escrow Fund or, at Lender's option, refund it after the Note is paid. If this deed of trust is foreclosed, any balance in the Escrow Fund over that needed to pay taxes, including taxes accruing but not yet payable, and to pay insurance premiums will be paid as provided by law.

H.31. Grantor will not enter into any transaction for the transfer of a tax lien as described in Section 32.06 of the Texas Tax Code, as amended from time to time, or create, place, or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, or allow to remain any Contract For Foreclosure of Tax Lien, deed of trust, or mortgage as described in Sections 32.06 and 32.065 of the Texas Tax Code, as amended from time to time. Alternatively, in the event the foregoing sentence is determined by a court of competent jurisdiction to be unenforceable, Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within 10 days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

H.32. This deed of trust will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Grantor hereby irrevocably and unconditionally: (a) agrees that any legal action, suit, or proceeding arising out of or relating to the Note, this Deed of Trust, and such other agreements, documents and instruments now or hereafter evidencing, governing, securing or guaranteeing any portion of the debt evidenced by the Note (the "Loan Documents") may be brought in the courts of the state of Texas located in any county of Texas where Lender's main office or any branch or loan production office of Lender is located, except to the extent that mandatory jurisdiction is mandated elsewhere by applicable law; and (b) submits to the exclusive jurisdiction of any such court in any such action, suit, or proceeding. Final judgment against Grantor in any action, suit, or proceeding will be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing in this Section *H.32* will affect the right of Lender to commence legal proceedings or otherwise sue Grantor in any other court having jurisdiction over Grantor or the Property. Grantor irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to the Loan Documents in any court referred to this Section *H.32* and the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. The scope of each of the foregoing waivers and agreements is intended to be all encompassing of any and all disputes that may be filed in any court and that relate to the subject matter of the Loan Documents and the loan evidenced by the Loan Documents, including, without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Grantor acknowledges that these waivers and agreements are a material inducement to Lender's agreement to enter into the agreements and obligations evidenced by the Loan Documents, that Lender has already relied on these waivers and will continue to rely on each of these waivers and agreements in related future dealings. The waivers and agreements in this Section *H.32* are irrevocable, meaning that they may not be modified either orally or in writing, and these waivers apply to any future renewals, extensions, amendments, modifications, or replacements in respect of any and all of the applicable Loan Documents. In connection with any litigation, a copy of this deed of trust may be filed as a written consent to a trial by the court.

H.33. Grantor, in connection with any action, suit or proceeding relating to or arising out of this Deed of Trust or any of the other Loan Documents, waives to the fullest extent permitted by applicable law any claim for consequential, punitive, exemplary, special, or speculative damages.

H.34. GRANTOR TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY KNOWINGLY, INTENTIONALLY, IRREVOCABLY, UNCONDITIONALLY AND VOLUNTARILY, WAIVES, RELINQUISHES AND FOREVER FORGOES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING, OR COUNTERCLAIM BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THIS DEED OF TRUST OR ANY OF THE LOAN DOCUMENTS OR ANY CONDUCT, ACT, FAILURE TO ACT OR OMISSION OF OR BY LENDER OR GRANTOR, OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR GRANTOR, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, OR IN THE ENFORCEMENT OF ANY OF THE TERMS OR PROVISIONS OF THIS DEED OF TRUST OR THE LOAN DOCUMENTS. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS DEED OF TRUST. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY GRANTOR. GRANTOR HEREBY REPRESENTS THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. GRANTOR FURTHER REPRESENTS AND WARRANTS THAT GRANTOR HAS BEEN REPRESENTED IN THE SIGNING OF THIS DEED OF TRUST AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL OR HAS HAD THE OPPORTUNITY TO BE

REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED BY GRANTOR AND THAT GRANTOR HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

H.35. For the purposes of this *Section H.35*, “**Anti-Terrorism Laws**” means any present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates, orders and ordinances of any governmental authority relating to terrorism or money laundering, including, without limiting the generality of the foregoing, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Pub. L. No. 107-56); the Trading with the Enemy Act (50 U.S.C.A. App. 1 et seq.); the International Emergency Economic Powers Act (50 U.S.C.A. 1701-06); Executive Order No 13224 on Terrorist Financing, effective September 24, 2001 (relating to “Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism”) and the United States Treasury Department’s Office of Foreign Assets Control List of “Specifically Designated National and Block Persons” (as published from time to time in various mediums, including, without limitation, at <http://www.treas.gov/ofac/t11sdn.pdf>). For the purposes of this *Section H.35*, “**Prohibited Person**” means any person or entity that (i) is specifically named or listed in or otherwise subject to, any Anti-Terrorism Laws, (ii) is owned or controlled by, or acting for or on behalf of any person or entity specifically named or listed in, or otherwise subject to, any Anti-Terrorism Laws, (iii) Lender is prohibited from dealing with, or engaging in any transaction with, pursuant to any Anti-Terrorism Laws, or (iv) is affiliated with any person or entity described in clauses (i)-(iii) of this definition. Grantor will furnish all of the funds for the purchase, if applicable, of the Property, other than funds supplied by Lender, and such funds will not be from sources that are described in 18 U.S.C.A. 956 and 1957 as funds or property derived from “specified unlawful activity. None of Grantor or any guarantor (the terms “Grantor” and “guarantor” for the purposes of this *Section H.35* include any person or entity owning an interest in Grantor or any guarantor) (i) is a Prohibited Person, or (ii) has violated any Anti-Terrorism Laws. No Prohibited Person holds or owns any interest of any nature whatsoever in Grantor or any guarantor, as applicable, and none of the funds of Grantor or any guarantor have been derived from any activity in violation of Anti-Terrorism Laws. If at any time Grantor obtains knowledge that Grantor or any guarantor is, or becomes, a Prohibited Person or are indicted, arraigned or custodially detained on charges or allegations involving or relating to any Anti-Terrorism Laws, Grantor shall immediately notify Lender in writing of same. Grantor has taken, and shall continue to take until the Obligation is fully repaid satisfied in full, such measures as are required by any and all Anti-Terrorism Laws to assure that the funds invested in Grantor and/or used to make payments on the Obligation are derived from (a) transactions and sources that do not violate any Anti-Terrorism Laws nor, to the extent such funds originate outside the United States, do not violate the laws of the jurisdiction from which they originated; and (b) permissible sources under Anti-Terrorism Laws or, to the extent such funds originate outside the United States, under the laws of the jurisdiction from which they originated. If Lender reasonably believes that Grantor or any guarantor, may have breached any of the representations, warranties or covenants set forth in this deed of trust or the other Loan Documents relating to any Anti-Terrorism Laws or the identity of any person or entity as a Prohibited Person, then, Lender shall have the right, with or without notice to Grantor, to (1) notify the appropriate governmental authority and to take such action as such governmental authority or applicable Anti-Terrorism Laws may direct; (2) withhold Note advances and segregate the assets constituting the Note proceeds or any of Grantor’s funds or assets deposited with or otherwise controlled by Lender pursuant to the Loan Documents; (3) decline any payment (or deposit such payment with an appropriate United States governmental authority or court) or decline any prepayment or consent request; and/or (4) declare an event of default and immediately accelerate the Note in connection therewith. Grantor agrees that none of Grantor or any guarantor will assert any claim (and hereby waives, for itself and on behalf of such other parties, any claim that they may now or hereafter have) against Lender or any of its affiliates, successors, assigns, representatives or agents for any form of damages as a result of any of the foregoing actions, regardless of whether or not Lender’s reasonable belief is ultimately demonstrated to be accurate.

H.36. Grantor represents that this deed of trust and the Note are given for the following purposes:

The Note represents \$470,848.00 that Lender will advance to Grantor pursuant to the Construction Loan Agreement executed in connection with the Note and this deed of trust.

I. Construction Deed of Trust

I.1. This deed of trust is a “construction mortgage” within the meaning of Section 9.334 of the Texas Business and Commerce Code. The liens and security interests created and granted by this deed of trust secure an obligation incurred for the construction of improvements on land.

I.2. Grantor agrees to comply with the covenants and conditions of the loan agreement or construction loan agreement (such loan agreement or construction loan agreement, the “**Construction Loan Agreement**”) executed in connection with the Note and this deed of trust. All advances made by Lender under the Construction Loan Agreement will be indebtedness of Grantor secured by the liens created by this deed of trust, and such advances are conditioned as provided in the Construction Loan Agreement.

I.3. All amounts disbursed by Lender before completion of the improvements to protect the security of this deed of trust up to the principal amount of the Note will be treated as disbursements under the Construction Loan Agreement. All such amounts will bear interest from the date of disbursement at the rate stated in the Note, unless collections from Grantor of interest at that rate would be contrary to applicable law, in which event such amounts will bear interest at the rate stated in the Note for matured, unpaid amounts and will be payable on notice from Lender to Grantor requesting payment.

I.4. From time to time as Lender deems necessary to protect Lender’s interests, Grantor will, on request of Lender, execute and deliver to Lender, in such form as Lender directs, assignments of any and all rights or claims that relate to the construction of improvements on the Property.

I.5. In case of breach by Grantor of the covenants and conditions of the Construction Loan Agreement, Lender, at its option, with or without entry on the Property, may (a) invoke any of the rights or remedies provided in the Construction Loan Agreement, (b) accelerate the amounts secured by this deed of trust and invoke the remedies provided in this deed of trust, or (c) do both.

I.6. If, after commencement of amortization, if any, of the Note, the Note and this deed of trust are sold by Lender, after the sale Grantor will not assert any right of setoff, counterclaim, or other claim or defense arising out of or in connection with the Construction Loan Agreement against the obligations of the Note and this deed of trust.

I.7. Grantor agrees that the stipulated commission to Trustee is reasonable.

1.8. If Grantor and any contractor have entered into a contract for improvements, mechanic's lien contract, or other such document creating a mechanic's lien for improvements to be made to the Property, the contractor has transferred and assigned that lien and all other interests of the contractor in the Property and improvements to Lender. The mechanic's lien and all other interest in the Property and improvements assigned to Lender by the contractor shall be for the sole benefit of Lender and shall hereby be merged with and are hereby renewed and extended into this deed of trust, and may be enforced by Lender in accordance with the terms of this deed of trust.

Glazener Homes LLC


Hunter Christian Glazener, Manager

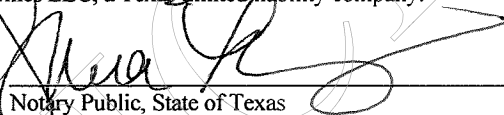
STATE OF TEXAS

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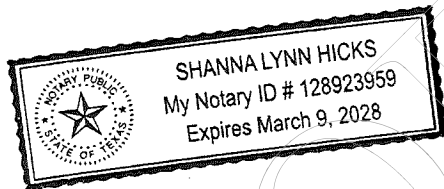
COUNTY OF COMAL

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This instrument was acknowledged before me on February 10, 2025 by Hunter Christian Glazener, Manager of Glazener Homes LLC, on behalf of Glazener Homes LLC, a Texas limited liability company.


Notary Public, State of Texas

PREPARED IN THE OFFICE OF: Texas Horizons Law Group, 536 E. Court Street, Seguin, Texas 78155
AFTER RECORDING RETURN TO: Alamo Title Company, 494 S. Seguin Avenue, Suite 100, New Braunfels, Texas 78130



**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
02/10/2025 01:19:57 PM
MARY 10 Pages(s)
202506003818**







COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

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Date Received

Initials

118557

Permit Number

Instructions:

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

OSSF Permit

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

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

Hunter Glazner

Signature of Applicant

04 / 11 / 2025

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

___ (Missing Items Circled, Application Refused)