

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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

Inspector Notes:

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

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

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

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 118585
Issued This Date: 06/17/2025
This permit is hereby given to: Michael & Amelia Lydle

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

928 SERENE PARK DR
SPRING BRANCH, TX 78070

Subdivision: Serenity Oaks
Unit: 5
Lot: 189
Block: 0
Acreage: 0.0000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

Date _____ Permit # 118585

Owner Name	<u>Michael & Amelia Lydle</u>	Agent Name	<u>South Texas Wastewater Treatment</u>
Mailing Address	<u>1954 Reserve Way</u>	Agent Address	<u>PO Box 1284</u>
City, State, Zip	<u>New Braunfels, TX 78130</u>	City, State, Zip	<u>Boerne, TX 78006</u>
Phone #	<u>716-512-2780</u>	Phone #	<u>(830) 249-8098</u>
Email	<u>malydle@roadrunner.com</u>	Email	<u>diandra@stwastewater.com</u>

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

Subdivision Name Serenity Oaks Unit 5 Lot 189 Block _____
Acreage/Legal _____
Street Name/Address 0000 Serene Park Drive 928 Serene Park Dr City Spring Branch Zip 78070

Type of Development:

☒ Single Family Residential

Type of Construction (House, Mobile, RV, Etc.) Single family home

Number of Bedrooms 3

Indicate Sq Ft of Living Area 2054

☐ 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: \$ 420,000.00 (Structure Only)

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

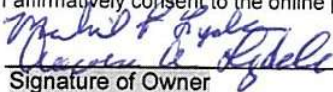
☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water ☒ Public ☐ Private Well

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

By signing this application, I certify that:

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


Signature of Owner

4/21/2025
Date

Page 1 of 2

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

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

System Description Aerobic/ Surface Sray

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

Tank Size(s) (Gallons) 750/550 Absorption/Application Area (Sq Ft) 5654

Gallons Per Day (As Per TCEQ Table III) 240

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

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

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

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

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

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

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

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

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

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

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

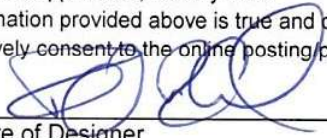
(If yes, the R.S. or P.E. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to Construct will not be issued for the proposed OSSF until the CZP has been approved by the appropriate regional office.)

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

If yes, indicate the city: _____

By signing this application, I certify that:

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



Signature of Designer

4-17-25

Date

Page 2 of 2

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

II

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

Lot 189 Block Subdivision Serenity Oaks Unit 5
not in Subdivision: Acres Survey

The property is owned by Michael & Amelia Lydle

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

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

Michael Lydle

Owner Name

Owner Signature

Amelia Lydle

Owners Name

Owners Signature

This instrument was acknowledged before me on: 2 Day of April, 2025

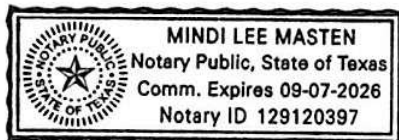
Mindi L. Masten

Notary's Printed Name

M. Masten

Notary Public, State of Texas

Commission Expires: 9/7/26



Affix Notary Stamp Above

Official County use only

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL
STATE OF TEXAS

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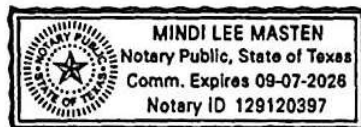
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Michael Lydle _____ Owner Name Michael P. Lydle Owner Signature ●
Amelia Lydle _____ Owners Name Amelia A. Lydle Owners Signature ●
This instrument was acknowledged before me on: 2 Day of April, 2025

Mindi L. Masten Notary's Printed Name

M. Masten Notary Public, State of Texas ●

Commission Expires: 9/7/26



Affix Notary Stamp Above

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/07/2025 01:22:18 PM
TERRI 1 Pages(s)
202506009768



Bobbie Koepp

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

Phone: (830) 249-8098

Date Printed: 4/1/2025

Customer ID: 8255

Site: 0000 Serene Park Drive, Spring Branch, TX 78070

To: Michael & Amelia Lydle
2852 Bedell Road
Grand Island, NY 14072

County: Comal
Subdivision: Serenity Oaks 5

Installed by: Ronald R Graham
Contract with: South Texas Waste Water Treatment, LL
Treatment Type: Aerobic / Disposal: Surface Application
MFG: Jet, Inc. / Brand: J750/550 - 2 yr Spray / S#:
Disinfectant: Chlorine

Contract Period

through

NO PERMIT ON FILE

Agency: Comal County Environmental
3 visits per year - one every 4 months
System Max Allowance: 240 gallons per day

- I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between South Texas Wastewater Treatment and the above referenced name (referred to as Customer). By this agreement, South Texas Wastewater Treatment and its' employees (hereinafter referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.
- II. Effective Dates: This agreement commences and ends as noted above. The date of commencement will be the date the "License to Operate" was issued by the permitting authority. The agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty as stated in our PROPOSAL AND CONTRACT FOR SERVICES.
- III. Renewal: This Agreement can renew for an additional period of two (2) years at the same terms and conditions unless either party gives notice of termination a minimum of thirty (30) days prior to end of first agreement period. See Section IV.
- IV. Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with its terms, without fault or liability of the terminating party. NO REFUNDS. If this Agreement is so terminated, Contractor will be paid at the rate of \$135.00 per hour for any work performed and for which compensation has not been received. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the appropriate regulatory agency a minimum of thirty (30) days prior to the date of such termination.
- V. Services: Contractor will:
- Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulations approximately every four months.
 - Provide a written record of visits to the site by means of an inspection tag attached to or contained in or near the control panel.
 - Repair or replace: if repairs or replacement of parts is necessary during a routine service visit, the repair or replacement of parts will be made at that time, if the charges for parts do not exceed \$100.00. If the charges for parts exceed \$100.00, the homeowner will be contacted for approval at the number(s) provided by the homeowner below. If the homeowner cannot be reached for approval while the technician is at the property, the repairs will not be made if they exceed \$100.00. **If the technician receives approval after he leaves the property, a service call charge of \$165.00 to return to the property will be added to the final bill.** If warranted items are required to be replaced within 30 days of installation, labor will not be charged. After 30 days, labor will be charged according to the service agreement.
 - Provide sample collection and laboratory testing of TSS and BOD on a yearly basis as required by permit. An additional charge will be incurred by the Customer for this service. (Only required for other than single family residence.)
 - Forward copies of this Agreement and all reports to the regulatory agency and the customer within 14 days.
 - Visit site in response to Customer's request for unscheduled service within forty-eight (48) hours of the date of notification of said request. **Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer**
- VI. Disinfection: Not Required. X Required. The responsibility to maintain the disinfection device (s) and provide any necessary chemicals is that of the Customer. If the Customer pays for it, Contractor will add 6 tablets of chlorine at routine services (See Section V Sub-section A) not INITIAL
- VII. Electronic Monitoring is X is not included in this Agreement.
- VIII. Performance of Agreement: Commencement of performance by Contractor under this agreement is contingent on the following conditions:
- If this is an initial agreement (new installation):**
 - Contractor's receipt of a fully executed original copy or email of this agreement and all documentation requested by Contractor.
 - Contractor providing the equipment and installation for this OSSF.
 - Contractor's receipt of payment in full for the equipment and installation.
 - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in section XIV of this Agreement.
 - If this is not an initial agreement (existing system):**
 - Contractor's receipt of a fully executed original copy of this agreement and all documentation requested by Contractor.
 - Contractor's receipt of payment of the wastewater monitoring fee in accordance with the terms as described in Section XIV of this agreement
 - If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.
- IX. Customer's Responsibilities: The Customer is responsible for each and all of the following:
- DO NOT ALLOW ALTERATION TO ANY PART OF THE SYSTEM OR SPRINKLER HEAD LOCATIONS. ALTERATIONS WOULD PUT THE SYSTEM OUT OF COMPLIANCE AND WOULD CAUSE THE PROPERTY OWNER ADDITIONAL EXPENSES TO BRING THE SYSTEM BACK INTO COMPLIANCE.**
 - Provide all necessary yard or lawn maintenance and the removal of all obstacles, including but not limited to dogs and other animals, vehicles, trees, brush, trash, or debris, as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
 - Protect equipment from physical damage including but not limited to that damage caused by insects.
 - Maintain a current license to operate, and abide by the conditions and limitations of that license, and all requirements for an on-site sewage facility (OSSF) from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary system's
 - Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.

- F. Provide, upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
- G. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section Sub-section D above, Customer agrees to pay Contractor for sample collection and transportation, portal to portal, at a rate of \$165.00 per hour plus the associated fees for laboratory testing.
- H. Prevent the backwash or flushing of water treatment of conditioning equipment from entering the OSSF.
- I. Prevent the condensate from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
- J. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- K. Maintain site drainage to prevent adverse effects on the OSSF.
- L. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

X. **Access by Contractor:** Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. **IF SPECIAL ARRANGEMENTS ARE REQUESTED** (any advance or prior notice or contacting of owner/resident in order to enter property to perform routine service visit, (locked gates, biting dogs, appointment to enter, to call on the way, etc.) or if any part of the system is located behind a locked door (garage, etc.) - **THERE IS AN ADDITIONAL CHARGE.** Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by State and/or local rules and proprietary system manufacturer. If not an initial agreement (new installation) and this access is not in place or provided for by the customer, the costs for the labor of excavation, and possibly other labor and materials costs, will be required. These costs shall be billed to Customer as an additional service at a rate of \$165.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electric cables, water air or gas lines, etc.) or for the uneven settling of the soil.

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

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

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

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

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

☒ **X** Included in PROPOSAL AND CONTRACT

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

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

Payment of invoice(s) for any other service or repair provided by contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a late penalty and a 1.5% per month carrying charge, as well as any reasonable attorney's fees, and all collection and court costs incurred by Contractor in collection of unpaid debt(s). Any check returned to Contractor for any reason will be assessed a \$45.00 returned check fee.

XVI. Application of Transfer of payment: The fees paid for this agreement are not refundable, however, the agreement is transferable. Customer will advise subsequent property owner(s) of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described Services, and accepting Customer's Responsibilities. This replacement Agreement must be received from Customer first to any past due obligations arising from this Agreement including late fees or penalties, returned check fees, and/or charges for services or repairs not paid within thirty (30) days of invoice date. Any remaining monies shall be applied to the funding of the replacement Agreement. The consumption of funds in this manner may cause a reduction in the termination date of effective coverage per this agreement. See Section IV.

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

R. Bruce Cobabe

Name

Date

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

exp 1/31/2027

exp 12/31/2026

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

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

Malydle @ Roadrunner
4/2/25

malydle@roadrunner.com

Customer

Date

E-Mail

CONTACT PHONE NUMBERS:

Gate Codes for:

#1 716-512-278

SubDivision #5501

#2 210-829-7379

Property

SOUTH TEXAS WASTE WATER TREATMENT, LLC.

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

SITE EVALUATION INFORMATION SHEET

Hearthside Homes, Inc.
2145 Zercher Road Ste. A
San Antonio, TX 78209

SITE: 0000 Serene Park Drive
Canyon Lake Village West 2
Lot 131
Comal County, TX

Date of Site Evaluation: 24 MAR 2025

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

FIR Map: 48091C0070F
USGS Map: Index Map

Profile Holes: No test holes dug due to extensive surface rock.

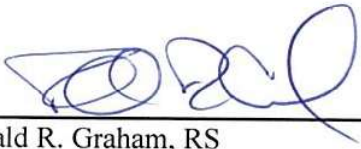
Soil Texture Analysis: Class III **Suitable:** NO
Soil Structure Analysis: Unsuitable for conventional septic

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

Restrictive Horizon: Extensive Surface Rock **Depth:** Surface
Rock or Fractured Rock:
Clay 40% or more:
Ground Water

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

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



Ronald R. Graham, RS

4-17-25

Date

Attachments:
Drawing No. 8255R0 dated 10 APR 2025

SOUTH TEXAS WASTE WATER TREATMENT, LLC.

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

REVISED

3:39 pm, Jun 17, 2025

16 April 2025
Revised 16 June 2025

JET 750/550 HOME WASTEWATER TREATMENT SYSTEM DESIGN SPRINKLER SYSTEM

Hearthside Homes, Inc.
2145 Zercher Road Ste. A
San Antonio, TX 78209

SITE: 0000 Serene Park Drive
Serenity Oaks 5
Lot 189
Comal County, TX

This design includes an attached drawing No. 8255R0 dated 10 APR 2025

Design Specifications:

Estimated average daily wastewater flow: 3 Bedroom 2,054sf home
(240 GPD) Treatment of 360 GPD

Jet 750 ATU

Pump tank/chlorine contact chamber capacity: 550 gallons

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

Dosing cycle quantity: 100-110 gallons

Number of dosing cycles per day: three (3)

Type of float switch: mercury float switch

Design pressure head: 25-40 psi at sprinkler head

Dosing pump capacity: Little Giant WE20G05P4-20 20.0 GPM

NSF Certified Tablet Chlorinator: installed at inlet of pump tank

Maximum slope of the field: <15 percent

Means of preventing syphoning: gravity

Diameter of supply pipe: 1 inch

Pressure adjusting valves to be installed: hose bib

Safety Lid installed on Clarifier

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

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

Calculation of Field Size

Four-bedroom home consisting of a total of 2,054sf— allow for 240 GPD effluent flow.
Assume an application rate of 15.6 sf per gallon per day.

$$240 \div 0.064 = 3,750 \text{ sf}$$

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

$$A = 5,654 \text{ sf}$$



17 JUN 25
[Handwritten signature]

Pipe and Fittings

All pipes and fittings in this system shall be Schedule 40 PVC. All joints shall be sealed with an approved solvent-type PVC cement. The forced main shall be 1" in diameter. A Little Giant WE20G05P4-22 or equivalent high head submersible pump capable of providing at least 20gpm and providing a 25-40 psi head shall be utilized for pumping effluent.

Site Preparation

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

Provisions for Emergencies

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

Flood Prone Areas

The subject lot is not in a flood prone area according to the National Flood Insurance Program FIR Map community-panel Number 48091C0190F. No physical drainage feature on property which would require special protective measures. No slope where seeps may occur, no flows with velocity that would damage components.

Tank Size

The system shall have a JET Model J-750 extended aeration plant with external NSF Certified Tablet Chlorinator. The pump tank shall have a capacity of 550 gal. This tank will not need tees in inlet. Safety Lid installed on Clarifier.

This system designed by:

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



Ronald R. Graham, RS



April 17, 2025
Date

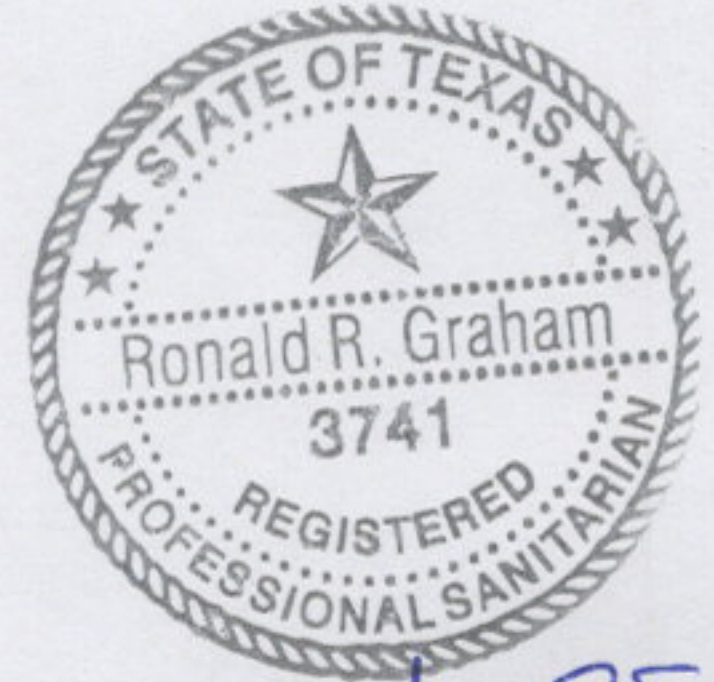
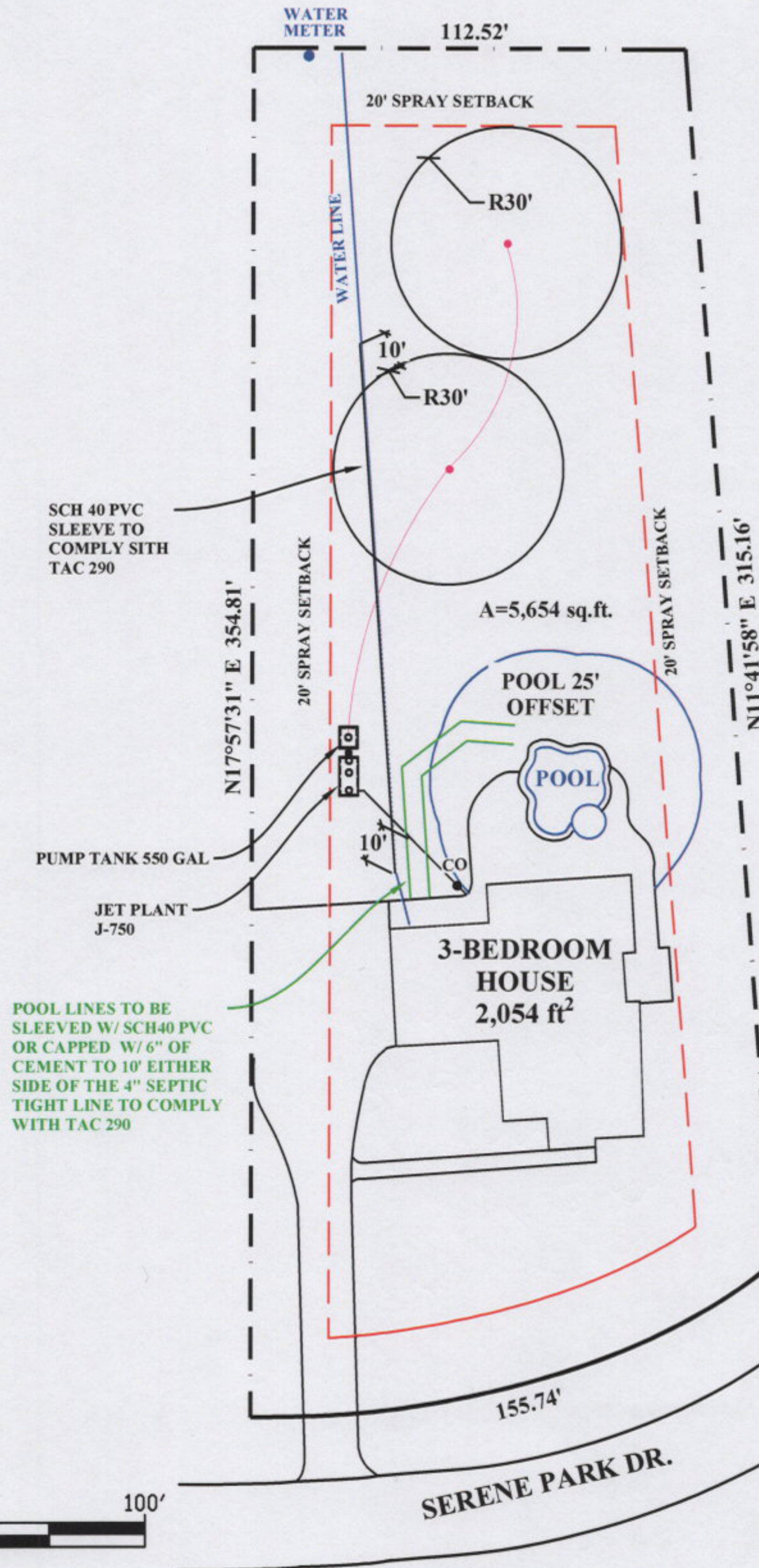
Attachments:

Drawing No. 8255R0 dated 10 APR 2025

Revised

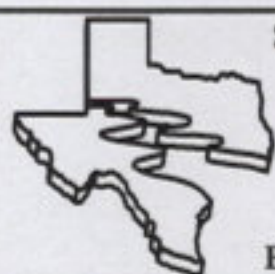
11/12/2025 1:27:00 PM

SERENITY PASS



12 Nov 25
[Signature]

- NOTES:
1. THIS DESIGN MEETS ALL OF THE REQUIREMENTS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY OSSF REGULATIONS AND THE ORDERS OF KENDALL COUNTY AND WILL NOT CAUSE A NUISANCE OR HEALTH HAZARD
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 4. NO PHYSICAL DRAINAGE FEATURE ON PROPERTY WHICH WOULD REQUIRE SPECIAL PROTECTIVE MEASURES
 5. NO TEST HOLES DUG DUE TO EXTENSIVE SURFACE ROCK



SOUTH TEXAS WASTEWATER
TREATMENT

P.O. BOX 1284
BOERNE, TX 78006
830-249-8098

BY RONALD R. GRAHAM R.S. 3741

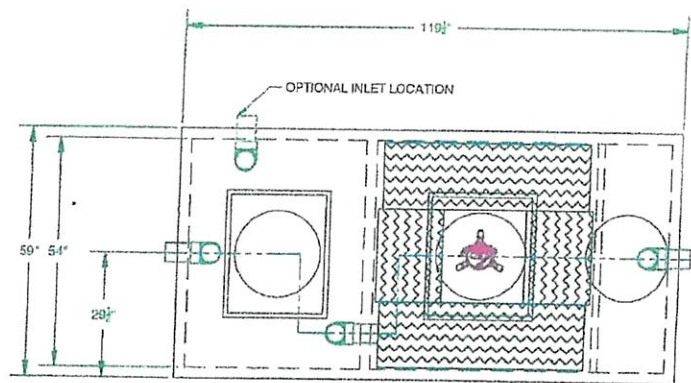
928 SERENE PARK DRIVE

SERENITY OAKS 5

LOT 189

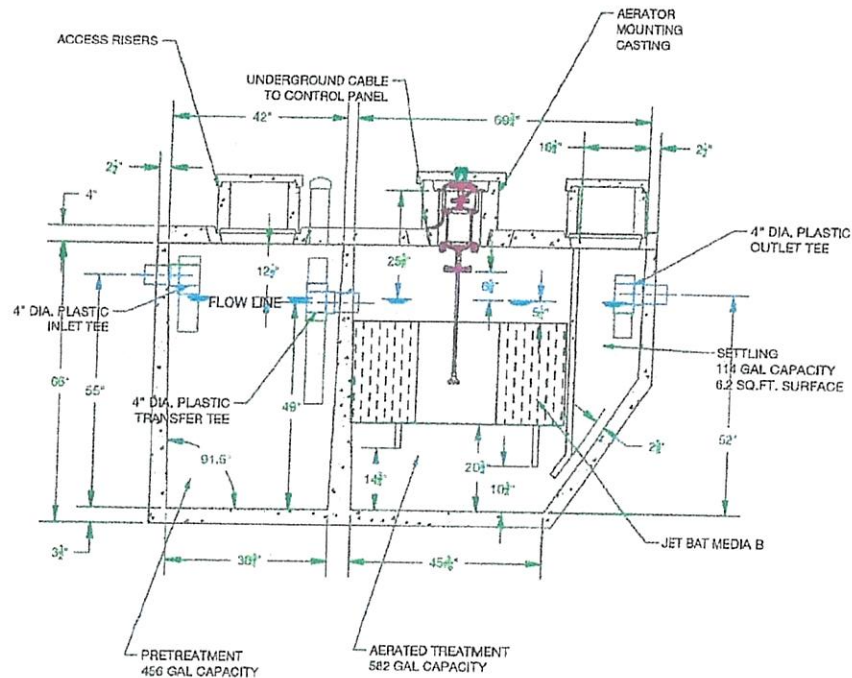
COMAL COUNTY, TEXAS, 78070

Rev	Date	By	DRAWING NO.	8255R1
			DATE	NOV 12 2025
			SCALE	1" = 50'

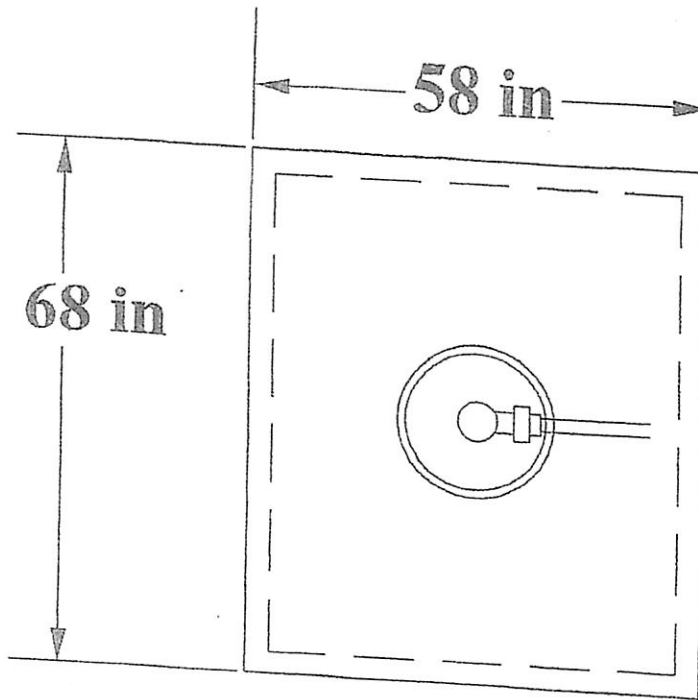


NOTES:

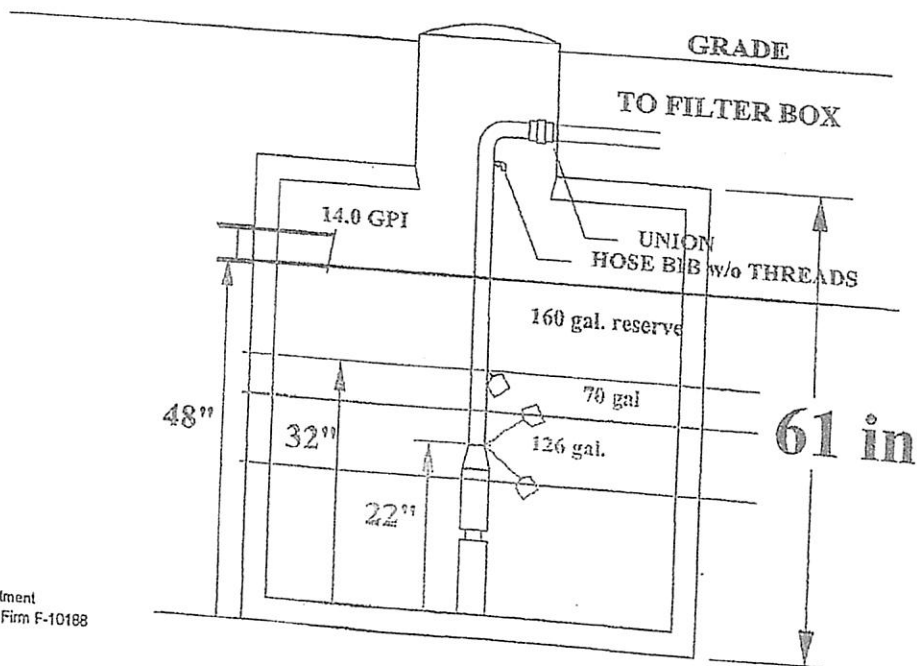
1. AERATOR MODEL 700LL MUST BE USED IN CONTINUOUS OPERATION
2. DEVELOP RISERS TO GRADE OR WITHIN 12" BELOW GRADE
3. PLASTIC RISERS CAST INTO THE TANK LID MAY BE USED IN PLACE OF CONCRETE RISERS



- 140708/14/14 REDRAWN		N J K	
REV	DATE	DESCRIPTION	DRFT/APPV
J-750		Wastewater Treatment Solutions	
J-750 RESIDENTIAL WWTP		MATERIAL:	
ONE PIECE TANK CASTING		SCALE: 1:20	
USED ON:		SIZE: C	
UNLESS OTHERWISE SPECIFIED:		ALL DIMENSIONS ARE IN INCHES	
DECIMAL: ±.005		FRACTIONAL: ± 1/64	
DEGREE: ± 1°		DRAWING NUMBER: J-750	
PROPRIETARY PROPERTY: THIS DRAWING IS THE PROPERTY OF JET INC. AND MAY NOT BE REPRODUCED, COPIED OR USED WITHOUT WRITTEN PERMISSION.		REV: -	



PUMP. TANK **550 gal.**





COMAL COUNTY

ENGINEER'S OFFICE

195 David Jonas Dr, New Braunfels, Texas 78132 (830)608-2090

Address: _____

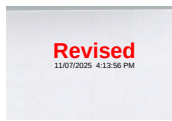
Legal Description: _____

Dear Property Owner & Agent,

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

Page from 118585.pdf Markup Summary 11-7-2025

rabbjr (2)



Subject: Revised
Page Label: 1
Author: rabbjr
Date: 11/7/2025 4:13:56 PM
Status:
Color: ■
Layer:
Space:



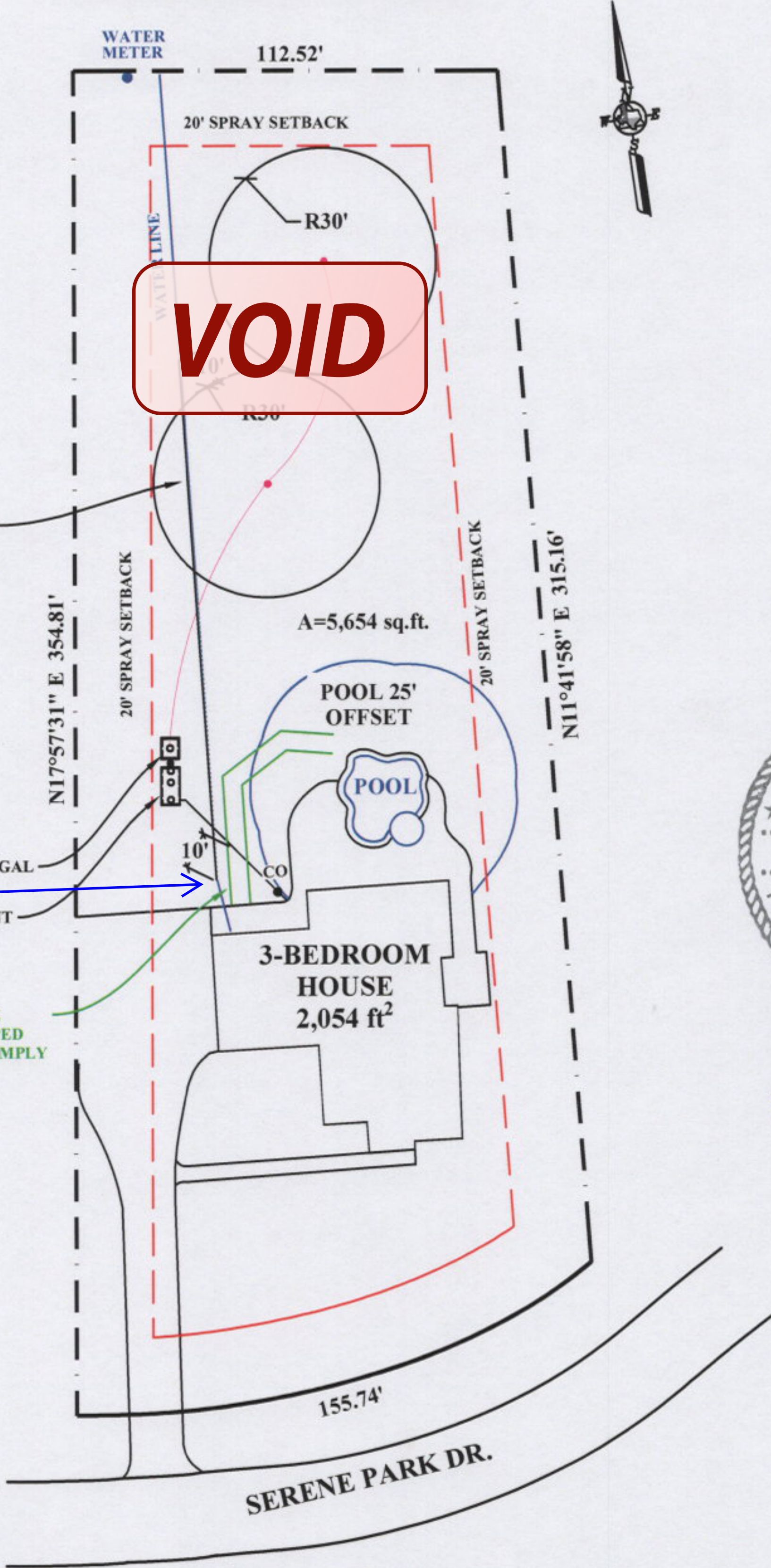
Subject: Callout
Page Label: 1
Author: rabbjr
Date: 11/7/2025 4:16:33 PM
Status:
Color: ■
Layer:
Space:

Provide more details on the equivalent protection provided for the pool lines.

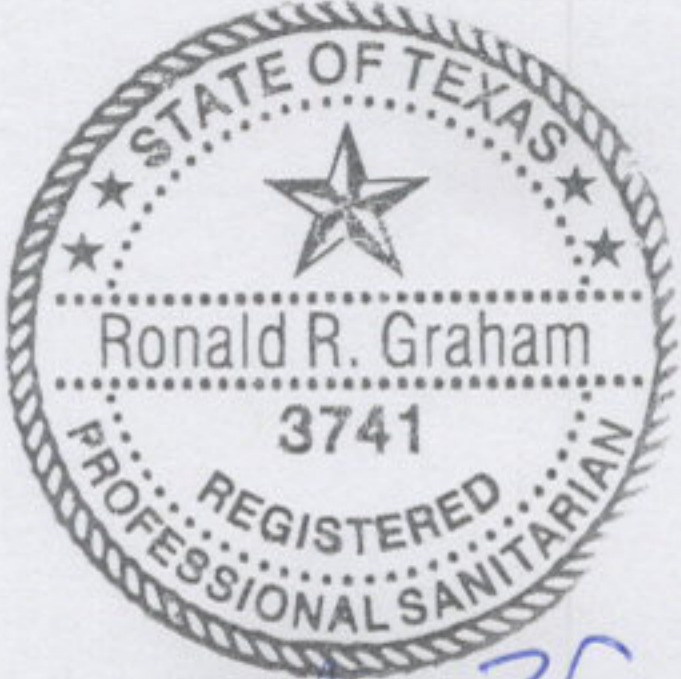
Revised

11/07/2025 4:13:56 PM

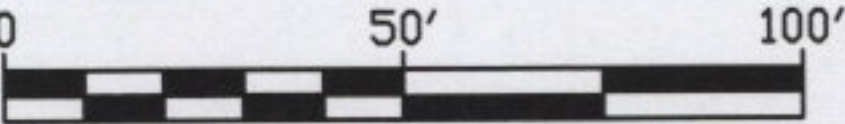
SERENITY PASS



Provide more details on the equivalent protection provided for the pool lines.



7 Nov 25
[Signature]

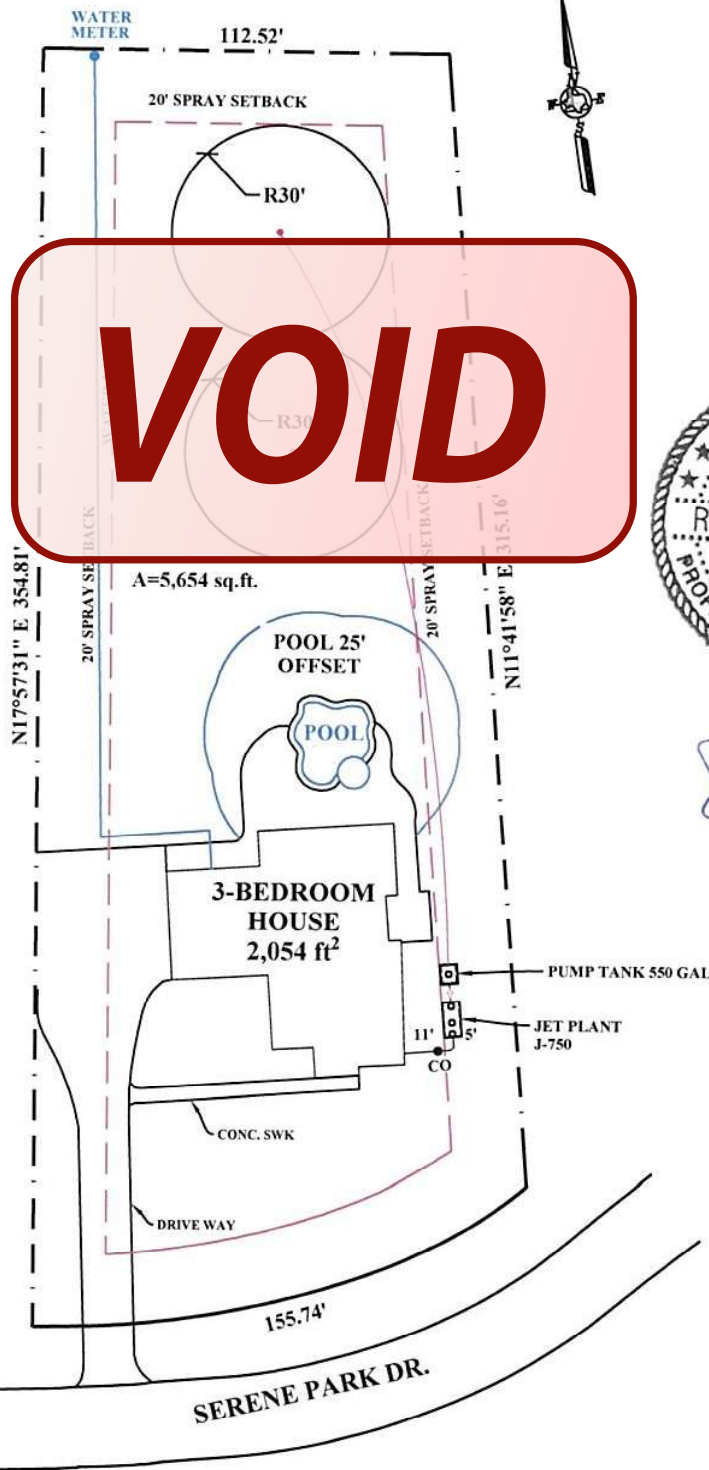


NOTES:

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5. NO TEST HOLES DUG DUE TO EXTENSIVE SURFACE ROCK

 SOUTH TEXAS WASTEWATER TREATMENT P.O. BOX 1284 BOERNE, TX 78006 830-249-8098 BY RONALD R. GRAHAM R.S. 3741	920 SERENE PARK DRIVE SERENITY OAKS 5 LOT 189 COMAL COUNTY, TEXAS, 78070			Rev	Date	By	DRAWING NO.	8255R1
							DATE	NOV 07 2025
							SCALE	1" = 50'

SERENITY PASS



NOTES:

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							DATE	APR 10 2025
							SCALE	1" = 50'

From: [Ritzen,Brenda](#)
To: [Diandra Linares](#)
Subject: Permit 118585
Date: Monday, May 12, 2025 4:25:00 PM
Attachments: [image001.png](#)

**Re: Michael & Amelia Lydle
Serenity Oaks Unit 5 Lot 189
Application for Permit for Authorization to Construct an On-Site
Sewage Facility (OSSF)**

Diandra :

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

- ✓ 1. The gpd indicated on the 2nd page of the permit application is 240 gpd but the design rate used on the system design specification is 300 gpd.
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

SOUTH TEXAS WASTE WATER TREATMENT, LLC.

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

VOID

16 April 2025

JET 750/550 HOME WASTEWATER TREATMENT SYSTEM DESIGN SPRINKLER SYSTEM

Hearthside Homes, Inc.
2145 Zercher Road Ste. A
San Antonio, TX 78209

SITE: 0000 Serene Park Drive
Serenity Oaks 5
Lot 189
Comal County, TX

This design includes an attached drawing No. 8255R0 dated 10 APR 2025

Design Specifications:

Estimated average daily wastewater flow: 3 Bedroom 2,054sf home
(300 GPD) Treatment of 480 GPD

Jet 750 ATU

Pump tank/chlorine contact chamber capacity: 550 gallons

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

Dosing cycle quantity: 100-110 gallons

Number of dosing cycles per day: three (3)

Type of float switch: mercury float switch

Design pressure head: 25-40 psi at sprinkler head

Dosing pump capacity: Little Giant WE20G05P4-20 20.0 GPM

NSF Certified Tablet Chlorinator: installed at inlet of pump tank

Maximum slope of the field: <15 percent

Means of preventing syphoning: gravity

Diameter of supply pipe: 1 inch

Pressure adjusting valves to be installed: hose bib

Safety Lid installed on Clarifier

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

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



VOID

Calculation of Field Size

Four-bedroom home consisting of a total of 2,054sf– allow for 300 GPD effluent flow.
Assume an application rate of 15.6 sf per gallon per day.

$$300 \div 0.064 = 4,688 \text{ sf}$$

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

$$A = 5,654 \text{ sf}$$

4/m



2024060606760 02/27/2024 08:35:49 AM 1/4

6-5005

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

DEED OF TRUST

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

DATE: February 5, 2024

That Michael F. Lydle and Amelia A. Lydle
 2852 Bedell Road
 Grand Island, New York, 14072

of Erie County, New York, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto JASON R. GALE, Trustee, of Bexar County, Texas, and his substitutes or successors, all of the following described property situated in Comal County, Texas, to-wit:

TRACT(S) 189 in SERENITY OAKS, Unit 5, as shown by Map or Plat of said subdivision duly recorded in the Office of the County Clerk of Comal County, Texas, in Document # 202306031002, of Map and Plat Records of Comal County, Texas, reference to which is hereby made.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, grantors heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one promissory note of even date herewith in the principal sum of One Hundred Eleven Thousand Two Hundred Dollars and no/100 (\$111,200.00), executed by Grantors, payable to the order of Gale Estates, L.L.C., a Limited Liability Company in the City of San Antonio, Bexar County, Texas, as follows, to-wit

as therein provided, and

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss of damage by fire and windstorm and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantor shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten percent (10%) per annum and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of the sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of said county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties whereas real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, or in the location as most recently ordered by the county's Commissioner's Court and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month or may be on a Wednesday if the first Tuesday falls on a holiday where the court house is closed (New Years and 4th of July) between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns, and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, material men's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made at the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrances, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof, it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that which may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary upon arising of any contingency whatsoever to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligations hereunder, and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation, the plural reference to Grantors shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose to-wit:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a vendor's lien thereon retained in Deed of even date herewith to the undersigned and this Deed of Trust is given as additional security for the payment of said indebtedness.

If all or any part of the property or an interest therein is sold or transferred by Grantor without Gale Estates, L.L.C.'s (hereinafter GELLC) prior written consent (excluding a transfer by devise, descent or operation of law upon death of a joint tenant; or the grant of any leasehold interest of one (1) year or less not containing an option to purchase), Grantor shall be in default and GELLC may, at GELLC's sole option, declare all the sums secured by this Deed of Trust to be immediately due and payable in full.

If GELLC exercises such option to accelerate, GELLC shall mail Grantor notice of acceleration by Certified Mail. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Grantor may pay the sums declared due.

Grantors covenant and agree that any violation of the restrictions set forth in the Deed of even date herewith from Gale Estates, L.L.C. to Grantors herein, same being of record in Document Number 202306031004, Public Records of Comal County, Texas, shall constitute default under the terms of the Deed of Trust.


Michael F. Lydle

Amelia A. Lydle

New York 2/7/2024
STATE OF ~~TEXAS~~ NY §
COUNTY OF ERIE §

Before me, the undersigned authority, on this day personally appeared Michael F. Lydle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 7th day of February, 2024.

New York 2/7/2024
STATE OF ~~TEXAS~~ NY §
COUNTY OF ERIE §

James B. Henesey
Notary Public in and for the State of Texas NY 2/7/2024
JAMES B. HENESEY
Notary Public, State of New York
No. 011HE6032709
Qualified in Erie County
Commission Expires November 8, 20 25
New York

Before me, the undersigned authority, on this day personally appeared Amelia A. Lydle, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 7th day of February, 2024.

James B. Henesey
Notary Public in and for the State of Texas NY 2/7/2024
JAMES B. HENESEY
Notary Public, State of New York
No. 011HE6032709
Qualified in Erie County
Commission Expires November 8, 20 25
New York

DEED OF TRUST

MICHAEL F. LYDLE AND AMELIA A. LYDLE

TO

JASON R. GALE

TRUSTEE FOR

GALE ESTATES, L.L.C.

PLEASE RETURN TO:
GALE ESTATES, L.L.C.
15315 SAN PEDRO
SAN ANTONIO, TX 78232

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
02/27/2024 08:35:49 AM
MARY 4 Page(s)
202406005750



Bobbie Koepf



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

		118585
Date Received	Initials	Permit Number

Instructions:

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

OSSF Permit

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

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

Signature of Applicant

Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION
___ (Missing Items Circled, Application Refused)