

# 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)				

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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						



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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						

**Revised**

**Efrain Gallegos**

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**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: 118587  
Issued This Date: 05/20/2025  
This permit is hereby given to: Sendera Vista LLC

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

420 SENDERA HILLS DR  
CANYON LAKE, TX 78133

Subdivision: Sendera Vista  
Unit: -  
Lot: 36  
Block: -  
Acreage: 1.0200

**APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN**

Type of System: Aerobic  
Drip Irrigation

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

Call (830) 608-2090 to schedule inspections.

## ON-SITE SEWAGE FACILITY APPLICATION

195 DAVID JONAS DR  
NEW BRAUNFELS, TX 78132  
(830) 608-2090  
[WWW.CCEO.ORG](http://WWW.CCEO.ORG)

Date \_\_\_\_\_

Permit Number 118587

### 1. APPLICANT / AGENT INFORMATION

Owner Name Sendera Vista, LLC  
Mailing Address 25014 Kiawah Isle Dr  
City, State, Zip San Antonio, TX 78260  
Phone # \_\_\_\_\_  
Email \_\_\_\_\_

Agent Name Doug Dowlearn R.S.  
Agent Address 703 Oak Dr.  
City, State, Zip Blanco, TX 78606  
Phone # 210-878-8100  
Email TXSEPTIC@GMAIL.COM

### 2. LOCATION

Subdivision Name Sendera Vista Unit \_\_\_\_\_ Lot 34 Block \_\_\_\_\_  
Survey Name / Abstract Number \_\_\_\_\_ Acreage 1.02  
Address 420 Sendera Hills Dr City Canyon Lake State TX Zip 78133

### 3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 1866

☐ 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: \$ \_\_\_\_\_ (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.

Merrily Brown  
Signature of Owner

3-28-25  
Date



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Planning Materials & Site Evaluation as Required Completed By \_\_\_\_\_

System Description \_\_\_\_\_

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

Tank Size(s) (Gallons) \_\_\_\_\_ Absorption/Application Area (Sq Ft) \_\_\_\_\_

Gallons Per Day (As Per TCEQ Table III) \_\_\_\_\_

(Sites generating more than 5000 gallons per day are required to obtain a permit 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: \_\_\_\_\_

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

Date



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**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.

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.

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).

Sendera Vista, Lot 36

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

Sendera Vista 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.

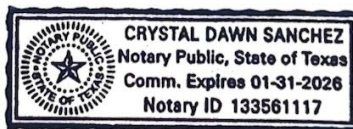
WITNESS BY HAND(S) ON THIS 28<sup>th</sup> DAY OF March 2025

Merrily Brown  
Owner(s) signature(s)

Merrily Brown / Owner  
(PRINTED NAME) / TITLE

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 28<sup>th</sup> DAY OF March 2025

Crystal Dawn Sanchez  
Notary Public, State of Texas  
Notary's Printed Name: Crystal Dawn Sanchez  
My Commission Expires: 1-31-2026



Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
04/16/2025 11:48:08 AM  
NANCY 1 Page(s)  
202506010947



Bobbie Koepp



**WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT**

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

**Permit/License Number** \_\_\_\_\_  
**Customer** Sendera Vista LLC  
**Site Address** 420 Sendera Hills Dr  
**City** Canyon Lake **Zip** 78133  
**Mailing Address** \_\_\_\_\_  
**County** Comal **Map #** \_\_\_\_\_  
**Phone** \_\_\_\_\_  
**Email** \_\_\_\_\_

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

**II. Effective Date:**

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

**III. Termination of Agreement:**

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

**IV. Services:**Contractor will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment system manufacturer, and required by state and/or local regulation, for a total of three visits to site per year. The list of items checked at each visit shall be the: control panel, Electrical circuits, timer, Aeration including compressor and diffusers, CFM/PSI measured, lids safety pans, pump, compressor, sludge levels, and anything else required as per the manufacturer.
- b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system within two (2) business days after said notification.
- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

**V. Disinfection:**

RC

Customer's Initials



Contractor's Initials



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

**VI. Electronic Monitoring:**

Electronic Monitoring is not included in this Agreement.

**VII. Performance of Agreement:**

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

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

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

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

**VIII. Customer's Responsibilities:**

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

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

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

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

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

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

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

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

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

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

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

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

**IX. Access by Contractor:**

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

**X. Limit of Liability:**

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

**XI. Indemnification:**

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

\_\_\_\_\_  
Customer's Initials



RC

\_\_\_\_\_  
Contractor's Initials

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

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

**XII. Severability:**

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

**XIII. Fee for Services:**

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

**XIV. Payment:**

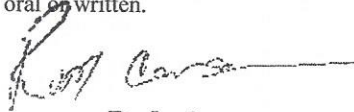
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

**XV. Application or Transfer of payment:**

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

**XVI. Entire Agreement:**

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

  
Rudy Carson

Block Creek Aerobic Services, LLC,  
Contractor  
MP# 0002036

DocuSigned by:



Customer Signature

4/17/2025

Date

Customer's Initials



RC

Contractor's Initials



# **OSSF SITE EVALUATION REPORT INFORMATION**

**Revised**  
**Efrain Gallegos**  
09/15/2025 1:24:53 PM

**Date:** 4/17/2025

**Applicant Information:**

**Name:** Sendera Vista LLC

**Address:** 25014 Kiawah Isle Dr

**City, State & Zip Code:** San Antonio, TX 78260

**Email:**

**Site Evaluator Information:**

**Name:** Doug Dowlearn

**Company:** D.A.D. Services, Inc.

**Address:** 703 Oak Drive

**City, State & Zip:** Blanco, TX 78606

**Phone:** (210)240-2101 **Fax:** (866)260-7687

**Email:** txseptic@gmail.com

**Property Location:**

**Subdivision:** Sendera Vista **Lot:** 36

**Street/Road Address:** 420 Sendera Hills Dr

**City :** Canyon Lake **Zip:** 78133

**Additional Info:** Comal County

**Installer Information:**

Depth	Texture Class	Soil Texture	Structure (For Class III – blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-12" Clay Loam 12"+ Limestone	Blocky	<30% Gravel	12"+Limestone	Clear surface rock from drainfield area, and ensure there is a minimum of 12" suitable soil between the bottom of drip lines, and the restrictive horizon. Class II soil may need to be imported to maintain the minimum of 12" of soil between bottom of drip lines and restrictive horizon
Soil Boring #2 60"	Same as above					

## **DESIGN SPECIFICATIONS**

Application Rate (RA): .2

OSSF is designed for: 4 bedroom 1886 Sq. Ft Residence

300 gallons per day

An aerobic with drip disposal system is to be utilized based on the site evaluation.

1500 sq. ft. disposal area required

600 gallon per day aerobic treatment unit

Calculations: Absorption Area:  $Q/RA=300/.2 = 1500$  Sq. Ft

## **FEATURES OF SITE AREA**

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

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

**Site Evaluator:**

**NAME:** Douglas Dowlearn

**Signature:**



**License No.** OS9902 **Exp.** 6/30/2026

**TDH:** #2432 **Exp.** 2/28/2027

The installation site is on lot 36 of the Sendera Vista Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 4 Bedroom (1866 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with drip irrigation. This method was chosen because of unsuitable soil conditions.

**PROPOSED SYSTEM:**

A 3" or 4" PVC pipe will discharge from the structure to a NuWater B-550 aerobic treatment plant, containing a 353 gallon pre-treatment tank, a 600 gpd aerobic treatment plant, and a 768 gallon pump tank equipped with a 20 gpm submersible pump. The pump is activated by a time controller allowing the distribution 8 times per day with a 10 minute run time per dose, with float switches set to pump 300 gallons per day. A high level audible and visual alarm will activate should the pump fail. Distribution from the pump is through a self flushing 100 micron, 140 mesh disc filter, then through a 1" SCH-40 manifold to a 760 L.F. drip tubing field, with drip lines set approximately two feet apart with 0.61 gph emitters set every two feet, as per the attached schematic. A threaded union will be installed in the pump tank on the supply manifold to the drip field, and a pressure regulator will be installed on the supply manifold to maintain a pressure of 30 psi. A 1" SCH-40 return line is installed to continuously flush the system back to the pump tank. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. The placement of the drip tubing will be on soil that has been scarified, and enough class II soil will be added so that there is 12" of soil under the drip tubing. The tubing will be covered with 6" of Class II soil.

**DESIGN SPECIFICATIONS:**

Daily Waste Flow: 300 gpd  
Application rate: 0.2  
Application area required:  $300/.2 = 1500$  sq. ft.  
Application area utilized: 1520 sq. ft.  
Pump tank reserve capacity: 100 gal minimum

**SYSTEM COMPONENTS:**

SCH 40 PVC sewer line  
NuWater B-550  
    353 gallon pre treatment tank  
    600 gpd aerobic treatment plant  
    768 gallon pump tank with timed controls  
        C1 Series, 20Xgpm - 0.5hp/115V, Model No. 20C1X-05P4-2W115 (or equivalent)  
1" purple PVC supply line  
30 PSI pressure regulator - Model PMR30MF  
Netafim Bioline Drip tubing  
20 Mil Plastic Liner



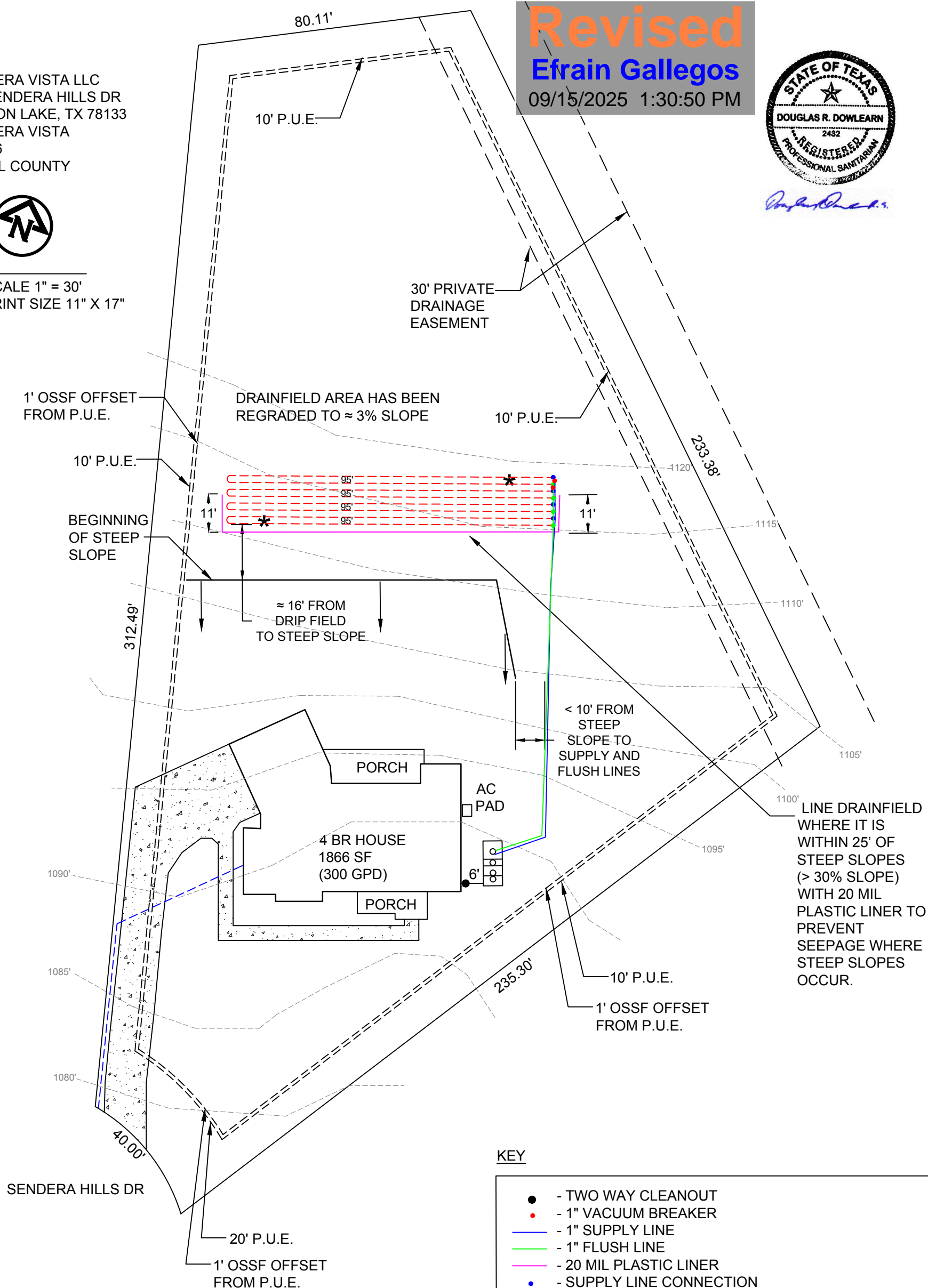
**LANDSCAPING:**

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the drip disposal must be covered with a ground cover such as grass seed or sod prior to the final inspection.












**Revised**  
**Efrain Gallegos**  
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Don't forget to sign the letter.



## KEY

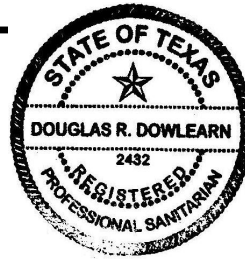
-  - TWO WAY CLEANOUT
-  - 1" VACUUM BREAKER
-  - 1" SUPPLY LINE
-  - 1" FLUSH LINE
-  - 20 MIL PLASTIC LINER
-  - SUPPLY LINE CONNECTION
-  - FLUSH LINE CONNECTION
-  - PROPOSED WATER LINE (VERIFY LOCATION ON SITE)
-  - TEST HOLE
-  - 600 GPD AEROBIC TREATMENT UNIT
-  - DRIVE/WALKWAY

NOTES:

- NOTES:
- USE 3" OR 4" SCH 40 SEWER PIPE TO CONNECT STRUCTURE TO TANK.
  - CLEANOUT WITHIN 3' OF STRUCTURE.
  - SEWER PIPE CONNECTING THE STRUCTURE TO THE TANK MUST HAVE AT MINIMUM 1/8" FALL PER 1'.
  - INSTALL 1" VACUUM BREAKERS AT HIGHEST POINTS ON SUPPLY AND FLUSH LINES.
  - TANK TO BE > 5' FROM STRUCTURES AND SURFACE IMPROVEMENTS. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285.
  - TANK WILL BE WATER TIGHT AND MANUFACTURED ACCORDING TO ASTM DESIGNATION: C 1227.
  - DRAINFIELD SHALL BE GREATER THAN 100' FROM PRIVATE WELLS, AND GREATER THAN 150' FROM PUBLIC WELLS. VERIFY WELL LOCATION(S) ON SITE.
  - CLEAR SURFACE ROCK AND BOULDERS FROM DRAINFIELD AREA, AND ENSURE THAT THERE IS AT MINIMUM 12" OF SUITABLE SOIL BETWEEN THE BOTTOM OF THE DRIP LINES, AND THE RESTRICTIVE HORIZON. CLASS II SOIL MAY NEED TO BE IMPORTED IN ORDER TO MAINTAIN THE MINIMUM 12" OF SOIL BETWEEN THE BOTTOM OF THE DRIP LINES AND RESTRICTIVE HORIZON.
  - LINE DRAINFIELD WHERE IT IS WITHIN 25' OF STEEP SLOPES(> 30% SLOPE) WITH 20 MIL PLASTIC LINER TO PREVENT SEEPAGE WHERE STEEP SLOPES OCCUR - SEE VARIANCE REQUEST.
  - SUPPLY AND FLUSH LINES WILL BE SLEEVED IN SCH 40 PVC PIPE WHERE STEEP SLOPES OCCUR AND 10' BEYOND. THIS WILL PROVIDE EQUIVALENT PROTECTION TO THE LINES - SEE VARIANCE REQUEST.

# Assembly Details

OSSF

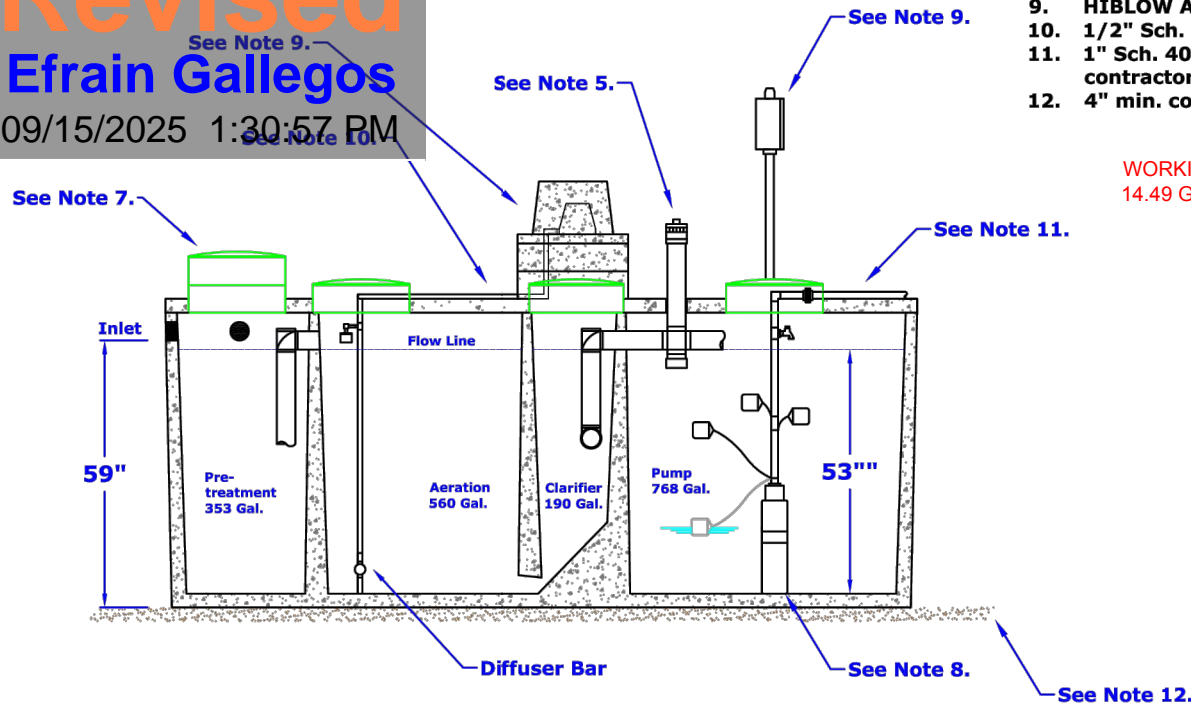


*Douglas R. Dowlearn*

37" - 53" - RESERVE - 231.84 GAL  
12" - 37" - PUMP ON TO ALARM ON - 362.25 GAL  
10" - 12" - PUMP OFF TO PUMP ON - 28.89 GAL  
0 - 10" - SUMP- 144.9 GAL

NOTE: SET ON A TIMER TO DOSE 8 TIMES PER DAY AT 10 MINUTES PER DOSE.

**Revised**  
See Note 9.  
**Efrain Gallegos**  
09/15/2025 1:30:57 PM  
See Note 10.



## GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 14,900 lbs.
4. Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor

WORKING LEVEL = 53"  
14.49 GAL/INCH

## DIMENSIONS:

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

## MINIMUM EXCAVATION DIMENSIONS:

Width: 76"  
Length: 176"

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

Model: B-550-PC-400PT

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

## Scale:

\* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3



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



# Revised

## Efrain Gallegos

09/15/2025 1:31:03 PM

# C1 SERIES

## CISTERN PUMPS

Designed for use in gray water / filtered effluent service applications, the C1 Series cistern pump provides high performance and long life in less than ideal water conditions. The C1 Series pump is able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components.

The pump's unique bottom suction design allows for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, C1 Series pumps are suitable for use in agricultural, residential, and commercial installations.



**Franklin Electric**

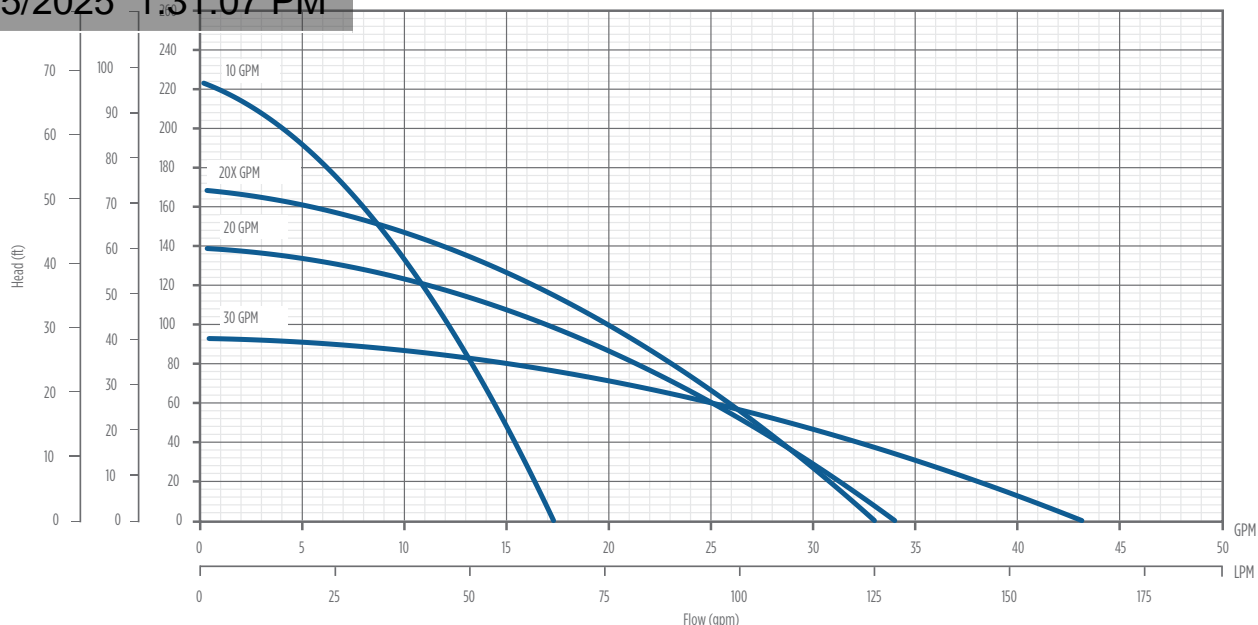
[franklinwater.com](http://franklinwater.com)

# Revised

## Efrain Gallegos

09/15/2025 1:31:07 PM

### 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
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, ½ hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot 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

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

Note: All units have 10 foot long SJ00W leads.



**Franklin Electric**

franklinwater.com

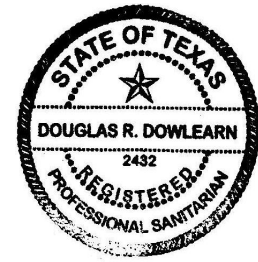
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# PLASTIC LINER DETAILS

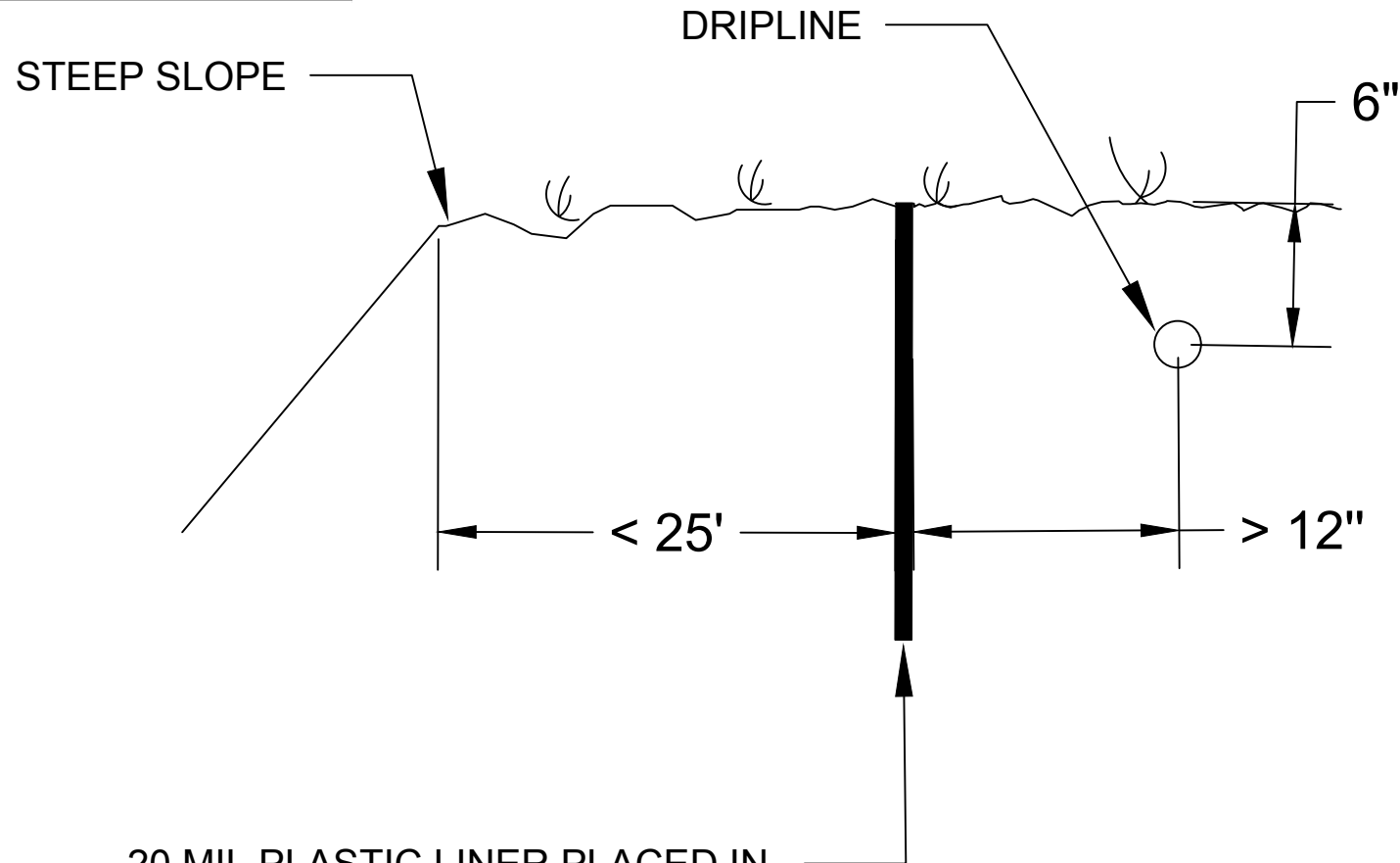
**Revised**

**Efrain Gallegos**

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*Douglas R. Dowlearn*



20 MIL PLASTIC LINER PLACED IN  
A TRENCH THAT IS A MINIMUM  
DEPTH OF 18" TO PREVENT  
SEEPAGE WHERE THE DRIPLINES  
ARE WITHIN 25' OF STEEP SLOPE.

NOTE: NOT TO SCALE

**Revised**  
**Efrain Gallegos**  
09/15/2025 1:32:20 PM

Douglas R. Dowlearn  
D.A.D. Services, Inc.  
PO Box 212  
Bulverde, TX 78163  
(210)240-2101  
[txseptic@gmail.com](mailto:txseptic@gmail.com)

September 8th, 2025

RE: 420 Sendera Hills Dr - Drip disposal within 25' of a steep slope

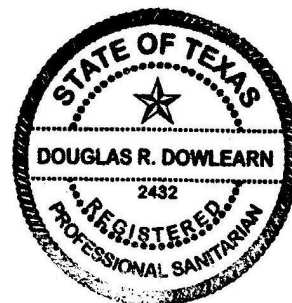
To Whom It May Concern:

I am requesting the variance for the placement of a drip disposal drainfield to be within 25' of a steep slope. This variance is requested due to limited space. Equivalent protection with respect to the requirements of TAC Chapter 285.91, Table X will be maintained by adding the impermeable liner where the drainfield is less than 25' of steep slopes. The addition of the impermeable liner will prevent seepage from occurring where the drainfield is within 25' of the steep slopes. In my professional opinion this variance will not pose a threat to the environment or public health.

If you have any additional questions or concerns, I can be contacted by phone at 210.240.2101 or be email at [txseptic@gmail.com](mailto:txseptic@gmail.com).

Respectfully,

Douglas R. Dowlearn, R.S.





**Revised**

**Efrain Gallegos**

09/15/2025 1:32:24 PM

Douglas R. Dowlearn

D.A.D. Services, Inc.

PO Box 212

Bulverde, TX 78163

(210)240-2101

[txseptic@gmail.com](mailto:txseptic@gmail.com)

September 8th, 2025

RE: 420 Sendera Hills Dr - Supply and Flush Line Variance Request

To Whom It May Concern:

I am requesting a variance for the placement of supply and flush lines to be placed within 10' of a steep slope. This variance is requested due to limitations presented by the overall steep nature of the lot.

The supply and flush lines will be sleeved in SCH 40 PVC pipe where they are within 10' of a steep slope. The sleeving of the supply and flush lines will prevent seepage in the event of a leak in the lines; therefore, equivalent protection will be maintained.


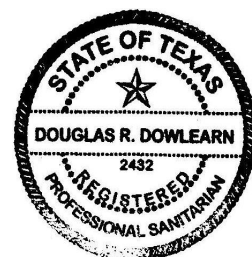
In my professional opinion, this variance will not pose a threat to the environment or public health.

If there are any questions or concerns, please contact me at 210.240.2101 or by email at [txseptic@gmail.com](mailto:txseptic@gmail.com).

Sincerely,



Douglas R. Dowlearn, R.S.



# VOID

**D.A.D SERVICES, INC.**

**DOUG DOWLEARN**

**PO BOX 212, BULVERDE, TX 78163**

**Designed for:**

**Sendra Vista LLC**

The installation site is on lot 36 of the Sendra Vista Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 4 Bedroom (1866 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions.

## **PROPOSED SYSTEM:**

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

## **DESIGN SPECIFICATIONS:**

Daily Waste Flow: 300 gpd

Application rate: 0.064

Application area required:  $300/.064 = 4688$  sq. ft.

Application area utilized: 4926 sq. ft.

Pump tank reserve capacity: 100 gal minimum

## **SYSTEM COMPONENTS:**

SCH 40 PVC sewer line

NuWater B-550

353-gallon Pretreatment tank

600 GPD Aerobic Treatment Unit

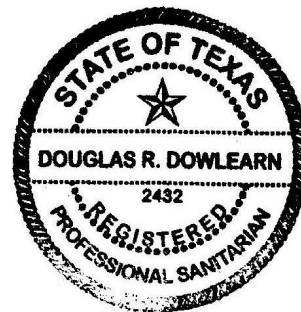
768-gallon Pump tank with timed controls set to spray in the pre-dawn hours of midnight to 5:00 am

C-1 20X, Model no. 20XC1-05P4-2W115 (or equivalent) submersible pump

Liquid chlorinator

1" purple PVC supply line

2 K-Rain Gear Driven pop-up sprinklers



## **LANDSCAPING:**

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

STATE OF TEXAS

★

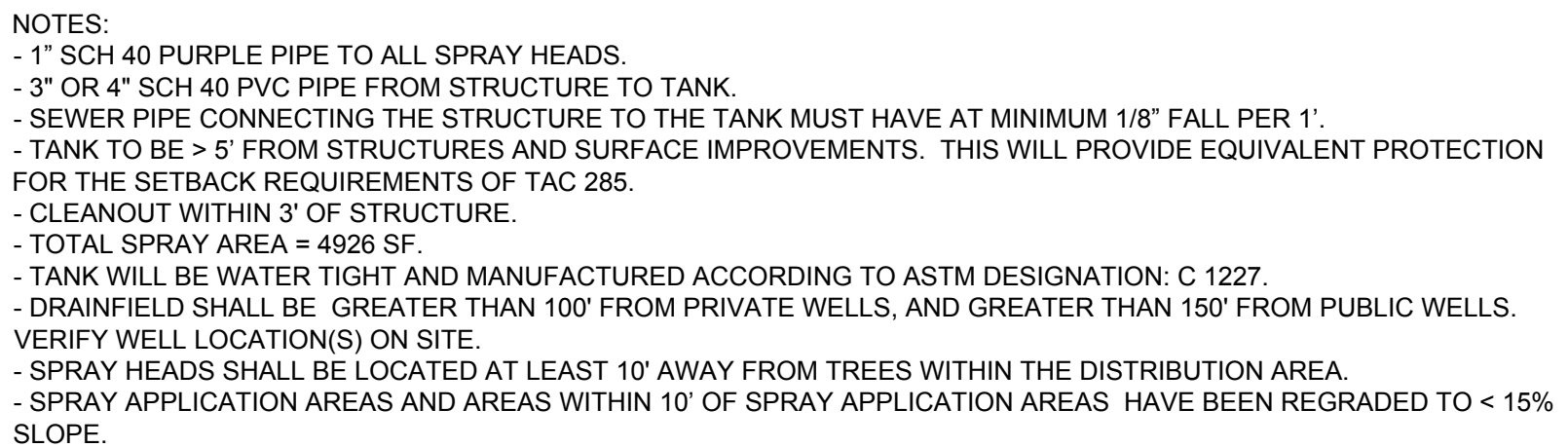
DOUGLAS R. DOWLEARN

2432

REGISTERED

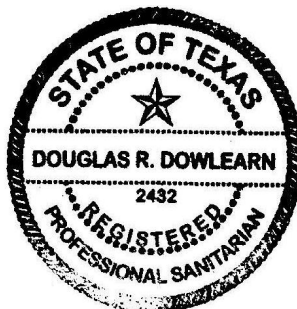
PROFESSIONAL SANITARIAN

*Douglas R. Dowlearn*



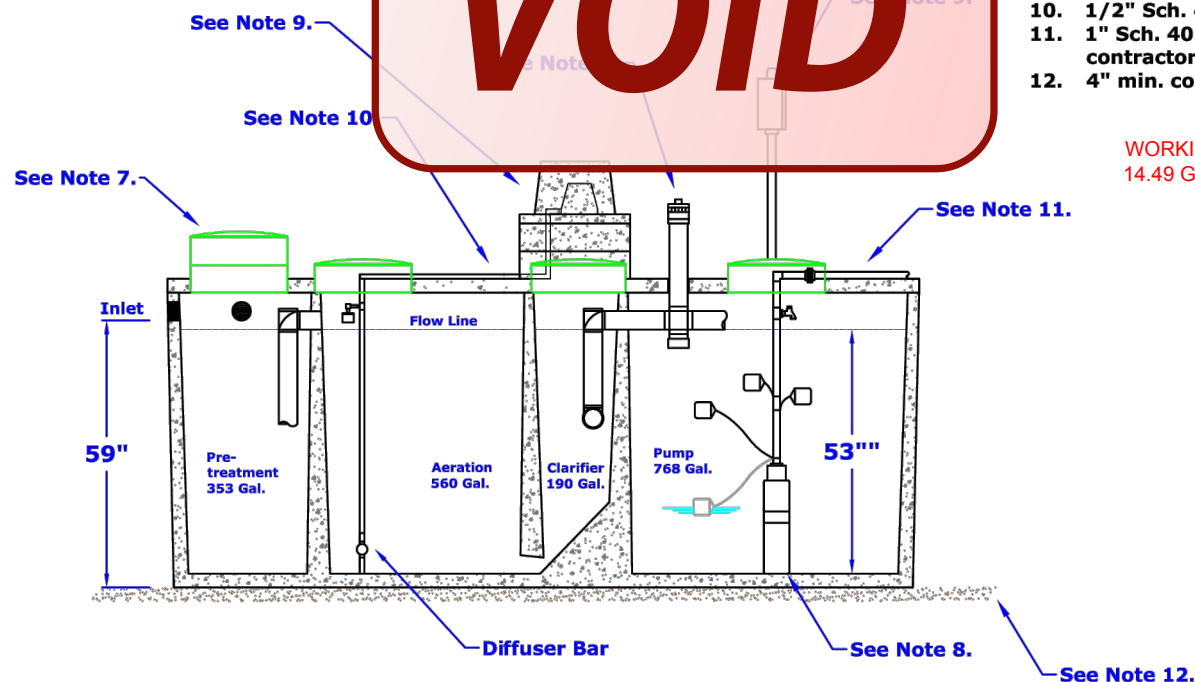
# Assembly Details

OSSF



37" - 53" - RESERVE - 231.84 GAL  
 12" - 37" - PUMP ON TO ALARM ON - 362.25 GAL  
 10" - 12" - PUMP OFF TO PUMP ON - 28.89 GAL  
 0 - 10" - SUMP- 144.9 GAL

NOTE: SET ON A TIMER TO DOSE IN THE DAWN HOURS OF MIDNIGHT TO 5 A.M.



## GENERAL NOTES:

1. Plant structure material to be precast concrete and steel.
2. Maximum burial depth is 30" from slab top to grade.
3. Weight = 14,900 lbs.
4. Treatment capacity is 600 GPD. Pump compartment set-up for a 360 GPD Flow Rate (4 bedroom, < 4,000 sq/ft living area). Please specify for additional set-up requirements. BOD Loading = 1.62 lbs. per day.
5. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
6. Bio-Robix B-550 Control Center w/ Timer for night spray application. Optional Micro Dose (min/sec) timer available for drip applications. Electrical Requirement to be 115 Volts, 60 Hz, Single Phase, 30 AMP, Grounded Receptacle.
7. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
8. 20 GPM 1/2 HP, high head effluent pump.
9. HIBLOW Air Compressor w/ concrete housing.
10. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
11. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
12. 4" min. compacted sand or gravel pad by Contractor

WORKING LEVEL = 53"  
 14.49 GAL/INCH

## DIMENSIONS:

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

## MINIMUM EXCAVATION DIMENSIONS:

Width: 76"  
 Length: 176"

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

Model: B-550-PC-400PT

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

## Scale:

\* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3



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



# VOID

## C1 SERIES

### CISTERN PUMPS

Designed for use in gray water / filtered effluent service applications, the C1 Series cistern pump provides high performance and long life in less than ideal water conditions. The C1 Series pump is able to pass solids up to 1/8" without having a negative effect on the internal hydraulic components.

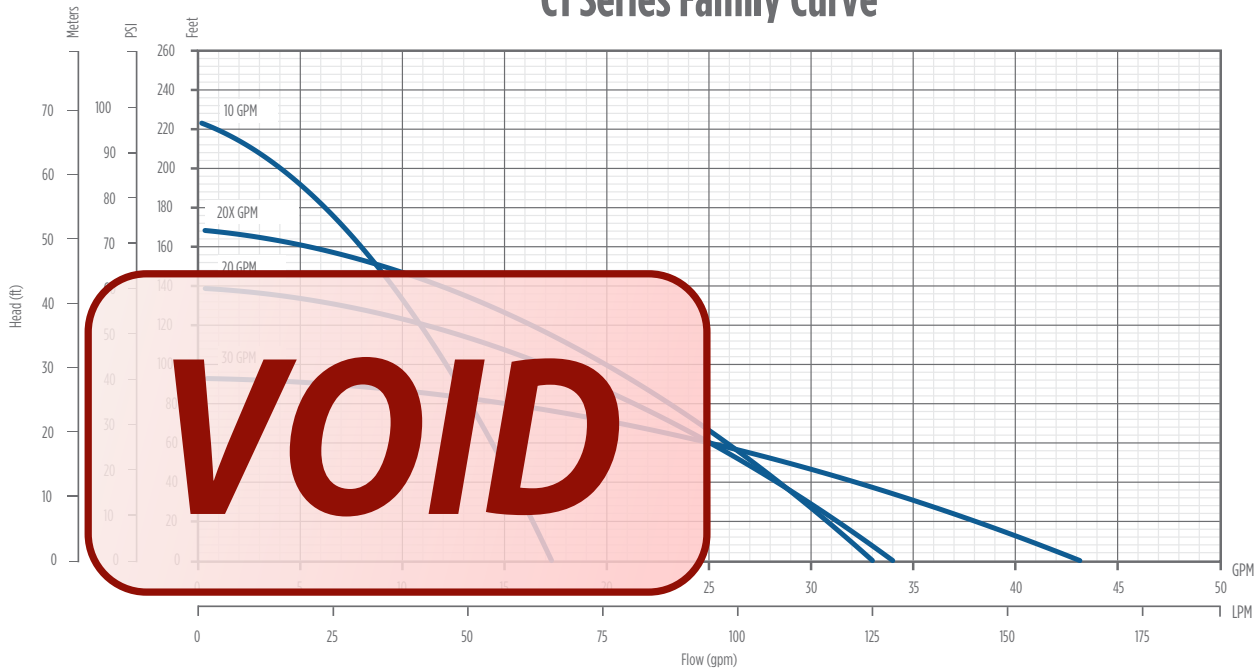
The pump's unique bottom suction design allows for maximum fluid drawdown without compromising durability or overall life, and it does not require the use of a flow induction sleeve. Intended specifically for use in a cistern or tank, C1 Series pumps are suitable for use in agricultural, residential, and commercial installations.



**Franklin Electric**

[franklinwater.com](http://franklinwater.com)

## 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
- Single shell housing design provides a compact unit while ensuring cool and quiet operation
- Hydraulic components molded from high quality engineered thermoplastics
- Optimized hydraulic design allows for increased performance and decreased power usage
- All metal components are made of high grade stainless steel for corrosion resistance
- Available with a high quality 115 V or 230 V, ½ hp motor
- Fluid flows of 10, 20, and 30 gpm, with a max shut-off pressure of over 100 psi
- Heavy duty 600 V 10 foot 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

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

Note: All units have 10 foot long SJ00W leads.



**Franklin Electric**

franklinwater.com

M1698 07-14

**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.**

SENDERA VISTA, LLC

TO

SECURITY STATE BANK & TRUST

STATE OF TEXAS

§  
§  
§

DEED OF TRUST

COUNTY OF COMAL

SECURITY STATE BANK & TRUST NMLSR ID #402941

INDIVIDUAL LOAN ORIGINATOR: MARK HANKINS, NMLSR ID NO. 794971

**Date:** February 13, 2025

**Grantor:** SENDERA VISTA, LLC, a Texas limited liability company

**Grantor's Address (including county):** 25014 Kiawah Isle Drive, San Antonio, Bexar County, Texas 78260

**Trustee:** DANIEL W. KEMP

**Trustee's Mailing Address (including county):** 201 W. Main Street, Fredericksburg, Gillespie County, Texas 78624

**Beneficiary:** SECURITY STATE BANK & TRUST

**Beneficiary's Mailing Address (including county):** 201 West Main Street, Fredericksburg Gillespie County, Texas, 78624

**Note(s)**

**Date:** February 13, 2025

**Amount:** TWO MILLION ONE HUNDRED NINETY SIX THOUSAND SIX HUNDRED FIFTY FIVE AND 50/100 (\$2,196,655.50)

**Maker:** SENDERA VISTA, LLC, a Texas limited liability company

**Payee:** SECURITY STATE BANK & TRUST

**Final Maturity Date:** As in said note provided.

**Terms of Payment (optional):** As in said note provided.

CHICAGO TITLE GF# 1300152503477VET



**Property (including any improvements):**

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41 and 42, **Sendera Vista**, a subdivision in Comal County, Texas, according to the plat recorded in Document No. 202206039571, Maps and Plats Records, Comal County, Texas.

**Prior Lien(s) (including recording information):** None

**Other Exceptions to Conveyance and Warranty:** All presently recorded and validly existing easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

**Grantor's Obligations**

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. to the extent improvements are constructed on the property or any part thereof, maintain, in a form acceptable to Beneficiary, an insurance policy that:
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing.
  - b. contains an 80% coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Beneficiary with a standard mortgage clause;
  - e. provides flood insurance at any time the property is in a flood hazard area; and
  - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten (10) days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.
9. provide Beneficiary, at Grantor's expense, an appraisal (as may be requested by Beneficiary), verifying the appraised value of the collateral.
10. COLLATERAL PROTECTION INSURANCE NOTICE - TEXAS FINANCE CODE SECTION 307.052:



**“BORROWER IS REQUIRED TO: (i) KEEP THE PROPERTY INSURED AGAINST DAMAGE IN THE AMOUNT LENDER SPECIFIES; AND, (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; AND, (iv) BORROWER MUST, IF REQUIRED BY LENDER, DELIVER TO LENDER A COPY OF THE POLICY, AND PROOF OF THIS PAYMENT OF PREMIUMS, AND, (v.) IF BORROWER FAILS TO MEET ANY REQUIREMENT LISTED IN THIS NOTICE, LENDER MAY OBTAIN COLLATERAL PROTECTION INSURANCE ON BEHALF OF BORROWER AT BORROWER’S EXPENSE.”**

### **Beneficiary's Rights**

1. Beneficiary may appoint in writing one or more substitute trustees or successor trustees from time to time until date of sale, succeeding to all rights and responsibilities of Trustee. Any trustee, substitute trustee, or successor trustee shall have the authority to appoint an attorney and agent-in-fact to perform all duties of the trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust and may, at the sole discretion of Beneficiary, be added to the amount due and owing on the note.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations herein or in the secured note or if default occurs on a prior lien note or other instrument, Beneficiary may:
  - a. declare the unpaid balance and earned interest on the note immediately due;
  - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
  - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

### **Trustee's Duties**

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:

- a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
- b. to Beneficiary, 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;
- d. any amounts due and owing on indebtedness securing prior liens;
- e. any and all indebtedness secured by subsequent liens; and
- f. to Grantor, any balance.

### **General Provisions**

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums 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, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph and acting under this paragraph does not waive any of Beneficiary's other rights and remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall 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 shall 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 shall 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 other provisions in this and all other instruments concerning the debt.

9. When the context requires, singular nouns and pronouns include the plural.
10. The term "note" includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.
13. If the rights and liens created by this deed of trust shall be invalid or unenforceable as to any part of the obligation, the unsecured portion of the obligation shall be completely paid prior to the payment of the remaining and secured portion of the obligation, and all payments made on the obligation shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the obligation.
14. Grantor represents that this deed of trust and the note are given for the following purposes:

Extension of Prior Lien to be Released, not Assigned. The note represents the amount of SIX HUNDRED TWENTY FOUR THOUSAND AND NO/100 DOLLARS (\$624,000.00) to be utilized to discharge a prior debt secured by a Vendor's Lien retained in a Deed dated November 22, 2021, from Coleman Sullivan Properties, formerly known as Coleman/Sullivan Properties, L.L.C, and Coleman Partners, Ltd., as Grantor, to Sendera Vista, LLC, a Texas limited liability company, as Grantee, securing a note in the original principal amount of \$650,000.00 payable to: Security State Bank & Trust, recorded on November 30, 2021, in Document No. 202106061111, Official Public Records, Comal County, Texas, and additionally secured by Deed of Trust of even date therewith also secured by this lien from Sendera Vista, LLC, a Texas limited liability company, as Grantor, to William H. Cowden, Jr., Trustee, recorded on November 30, 2021, in Document No. 202106061112, Official Public Records, Comal County, Texas. As affected by Lienholder Acknowledgement filed September 2, 2022, recorded in Document No. 202206039570, Official Public Records, Comal County, Texas; A Memorandum of Extension of Real Estate Note and Lien executed by: Sendera Vista, LLC, recorded on December 19, 2022, in Document No. 202206052293, Official Public Records, Comal County, Texas; A Memorandum of Extension of Real Estate Note and Lien executed by Sendera Vista, LLC, recorded on December 11, 2024, in Document No. 202406037619, Official Public Records, Comal County, Texas. Grantor acknowledges that the lien securing the prior note is valid, that it subsists against the property, and that by this Deed of Trust it is renewed and extended in full force until the Note is paid, even though the prior lien is released and not assigned to Lender.

Extension of Prior Lien to be Released, not Assigned. Additionally, the note represents the amount of ONE MILLION FIVE HUNDRED SEVENTY TWO THOUSAND SIX HUNDRED FIFTY FIVE AND 50/100 DOLLARS (\$1,572,655.50) to be utilized to discharge a prior debt secured by a Second Lien Deed of Trust dated October 5, 2022, from Sendera Vista, LLC, a Texas limited liability company, as Grantor, to Daniel W. Kemp, Trustee, securing a second lien note in the original principal amount of \$1,638,183.00, payable to Security State Bank & Trust, recorded on October 6, 2022, in Document No. 202206043980, Official Public Records, Comal County, Texas, and as described in a Memorandum of Extension of Real Estate Note and Lien executed by



Sendera Vista, LLC, recorded on December 11, 2024, in Document No. 202406037617, Official Public Records, Comal County, Texas. Grantor acknowledges that the lien securing the prior note is valid, that it subsists against the property, and that by this Deed of Trust it is renewed and extended in full force until the Note is paid, even though the prior lien is released and not assigned to Lender.

HOMESTEAD DISCLAIMER. GRANTOR REPRESENTS TO BENEFICIARY THAT NO PART OF THE PROPERTY IS EXEMPT AS HOMESTEAD FROM FORCED SALE UNDER THE TEXAS CONSTITUTION OR OTHER LAWS.

Acceleration if Lien Filed; Indemnification. Beneficiary may immediately without notice mature the balance of the indebtedness secured hereby and proceed to foreclosure hereunder in the event any liens or claims are filed against the above described property for any labor, services, materials, or supplies furnished in connection with the construction contemplated hereunder or otherwise. Grantor indemnifies Beneficiary for the payment of any such liens or claims.

Cross-Default. Default hereunder or under any provisions of the Note shall likewise constitute a default under any other instrument of security given to secure the payment of such indebtedness.

Insurance. Grantor, in connection with its obligation hereunder to insure and keep insured all improvements now or hereafter created upon the herein described property, agrees to deliver to Beneficiary a policy or policies of insurance naming Beneficiary as mortgagee and containing a standard mortgage clause.

Property Tax Deferrals. The State of Texas and local taxing jurisdictions allow property tax deferrals to homeowners that meet specific criteria. Grantor agrees that if Grantor meets the criteria, Grantor will not elect the deferral of collection of property taxes on the Property pursuant to §33.06 or §33.065 of the Texas Tax Code, or any other section of the Tax Code permitting deferral of collection of property taxes and shall pay the taxes on the Property on or before January 31 following the calendar year within which the property tax is assessed.

Additional Taxes Due to Change in Use. The State of Texas and taxing jurisdictions have authority to assess taxes against real property retroactively due to change in use by the owner. Grantor agrees that in the event that such taxes known as "roll-back" taxes are assessed against the property or any part thereof, such taxes will be paid before they become delinquent.

All Debt. This conveyance is also made in trust to secure payment of all other present and future debts that SENDERA VISTA, LLC, a Texas limited liability company, may owe to Beneficiary, regardless of how the other debt is incurred or evidenced. The present and future debts will bear interest as provided in notes or other evidences of debt that SENDERA VISTA, LLC, a Texas limited liability company, will give to Beneficiary. This conveyance is also made to secure payment of any renewal or extension of any present or future debt that SENDERA VISTA, LLC, a Texas limited liability company, owes Beneficiary, including any loans and advancements from Beneficiary to SENDERA VISTA, LLC, a Texas limited liability company, under the provisions of this Deed of Trust. When SENDERA VISTA, LLC, a Texas limited liability company, repays all debts owed to Beneficiary, this Deed of Trust lien will terminate only if Beneficiary releases this Deed of Trust at the request of SENDERA VISTA, LLC, a Texas



limited liability company. Until Beneficiary releases it, this Deed of Trust will remain full in effect to secure future advances and debts, regardless of any additional security given for any debt and regardless of any renewals, extensions, or partial releases. In no event shall this Deed of Trust secure payment of any debt described in or created pursuant to the Texas Consumer Credit Code, nor shall it create a lien otherwise prohibited by law.

Due on Sale. Upon the sale or transfer of all or any portion of the mortgaged property, either voluntarily or involuntarily, or by judicial act or decree; upon the sale of any interest in the mortgaged property less than fee simple; upon entering into a contract for deed for the sale or transfer of any interest in the mortgaged property; upon entering into any lease which is for a period in excess of three (3) years and which contains an option to purchase clause; or upon entry into any contract whereby the Buyer is to receive possession of the herein described property prior to the transfer of title, the holder of the Note secured hereby may, at such holder's option (exercisable in its sole discretion), (i) declare all of the indebtedness and obligations secured by this Deed of Trust to be immediately due and payable, and (ii) pursue to invoke any and all remedies available under this Deed of Trust arising by virtue of a default hereunder or under the Note secured hereby; provided, that this option shall not apply if, prior to any such sale or transfer:

- (a) the holder of the Note secured hereby shall have waived such option in writing, or
- (b) the Grantor hereof and/or the transferee of such sale or transfer shall have complied with such modifications, conditions, requirements or changes in the terms of such sale or transfer or in the terms of the indebtedness secured hereby as the holder of the Note secured hereby shall impose or require, which may include (without limitation) one or more of the following:
  - (i) any agreement in writing between the Grantors hereof, such transferee and the holder of the Note secured hereby that such transferee shall assume all obligations of such transferor and that the interest rate payable on the indebtedness secured by this Deed of Trust, and/or the amortization, installments, payments, and terms of the indebtedness secured by this Deed of Trust shall be changed and modified as such holder shall determine and require, including without limitation an increase in the rate of such interest if required by such holder.
  - (ii) that the property made the subject hereof and conveyed by this Deed of Trust is in good repair and the value of such property has not, and will not upon such sale or transfer be, diminished, deteriorated or impaired in any way.
  - (iii) that the credit worthiness of such transferee and/or the terms and conditions of such sale or transfer are satisfactory in every respect to such holder.

Savings Clause. Notwithstanding anything herein or in the Note secured hereby to the contrary, it is the intention of the Grantors hereof and the holder of the Note secured hereby to conform strictly to the applicable laws now in force, and any interest on any debt secured hereby or payable hereunder is being charged, computed, contracted for and/or collected in good faith reliance on the applicable laws now in effect. Accordingly, the following provisions shall control every other provision of all agreements between the Grantors hereof and any guarantor or a party liable hereunder or under the Note secured hereby and the holder hereof:

(i) If any term hereof is susceptible of being construed as obligating any party for the payment of interest in excess of that authorized by applicable law, it is agreed that such term is a mistake in calculation or wording and/or a mistake of law, and notwithstanding the same, it is expressly agreed that no person shall ever be required or obligated to pay interest in excess of that authorized by applicable law.

(ii) All agreements between the Grantors hereof, any guarantor or any other party liable hereon and the holder of the Note secured hereby are expressly limited so that in no contingency or event whatsoever, shall the amount paid or agreed to be paid for the use, forbearance or detention of money exceed the highest lawful rate permissible under applicable laws. If fulfillment of any provisions hereof, or any agreement referred to herein, at the time of performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, and in the event the holder of the note secured hereby shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be first applied to the reduction of the unpaid principal balance of the debt secured hereby or payable hereunder and not to the payment of interest, and any remaining excess shall be refunded to the party making such payment.

(iii) All sums paid or agreed to be paid to the holder of the Note secured hereby for the use, forbearance or detention of the indebtedness secured hereby or payable hereunder or due with respect hereto shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such indebtedness so that the actual rate of interest on account of such indebtedness is uniform throughout the term thereof.

Exculpation of Trustee. Grantor hereby acknowledges and agrees that the Trustee, and any Substitute Trustee, under this Deed of Trust has no fiduciary relationship with Grantor and in fact, has no responsibilities with regard to Grantor other than to act in compliance with the applicable law in conducting any foreclosure sale under this Deed of Trust. Grantor further acknowledges and agrees that Grantor has not hired or employed the Trustee; moreover, Grantor has no objections to the hiring or employment of the Trustee, or any Substitute Trustee, by Noteholder.

Compliance with Environmental Law. Grantor warrants and represents no "hazardous material" as defined below, presently exists or previously existed on the property and that no portion of the property has or will be used for collection, storage, or handling of such hazardous material. "Hazardous Material" as used herein means "hazardous substance", "pollutant or contaminant" and "petroleum", and "natural gas liquids" as those terms are defined and used in Section 101 of CERCLA. Grantor shall notify Trustee and Beneficiary in the event any hazardous materials are used, stored, or otherwise become associated with the property and agree to remove or clean up such hazardous materials. Beneficiary shall have the right at all times for environmental testing and Grantor agrees to indemnify Trustee and Beneficiary for any and all losses incurred by Trustee or Beneficiary in connection with hazardous materials on or associated with the property.

Other Act. The Grantor hereof shall not do, or suffer, permit or cause to be done, voluntarily or involuntarily, anything upon any portion of the property made the subject of and conveyed by this Deed of Trust, from time to time, which (i) will or could lessen the value of any such portion, (ii) will or could result in any lien or encumbrance against any such portion, including



without limitation any mechanic's or materialmen's lien, any subordinate lien, any judgment lien, any tax or assessment lien and/or the foreclosure or seizure of or against any such portion by virtue of any such lien, encumbrance or assessment, (iii) will or could alter, modify or destroy any improvements or installations in, on, to or about any such portion, and/or (iv) will or could affect, impair, modify or alter, in any way, the lien of this Deed of Trust and/or its priority as a first and prior lien.

Grantor, in connection with their obligation hereunder agrees to insure and keep insured all improvements now or hereafter created upon the herein described property and agrees to deliver to Beneficiary a policy or policies of insurance naming Beneficiary as mortgagee and containing a standard mortgage clause.

**NOTICE TO GRANTOR:**

**THE NOTE CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

**Balloon. THIS LOAN IS PAYABLE IN FULL ON FEBRUARY 13, 2029. YOU MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THIS LOAN AND UNPAID INTEREST THEN DUE. THE BANK IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT YOU MAY OWN, OR YOU WILL HAVE TO FIND A LENDER, WHICH MAY BE THE BANK YOU HAVE THIS LOAN WITH, WILLING TO LEND YOU THE MONEY. IF YOU REFINANCE THIS LOAN AT MATURITY, YOU MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN IF YOU OBTAIN REFINANCING FROM THE SAME BANK.**

**[Signature and Acknowledgment Page Follows]**

**Grantor:**

SENDERA VISTA, LLC, a Texas limited liability company

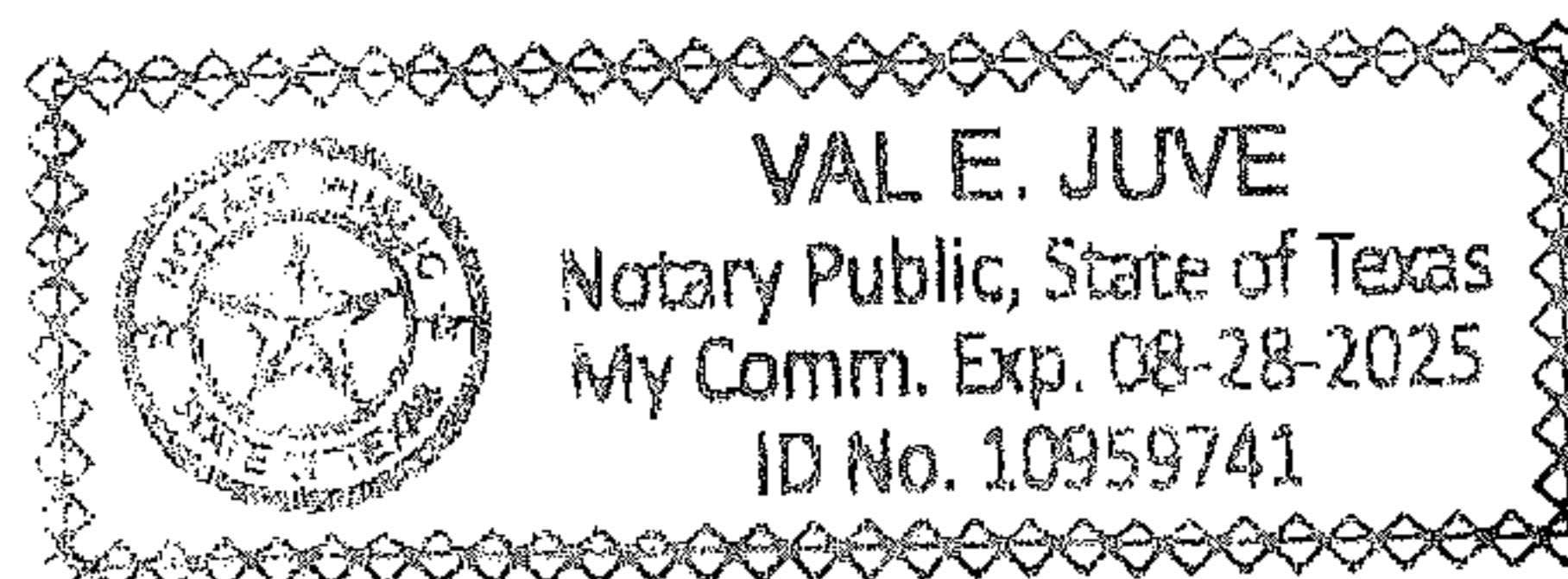
By: MANN CREATIVE GROUP LLC, a Texas limited liability company, Manager

By: Merrily Brown  
MERRILY MANN BROWN AKA MERRILY J. BROWN, Manager

STATE OF TEXAS                   §  
   §  
COUNTY OF BEXAR           §

This instrument was acknowledged before me this 18<sup>th</sup> day of February 2025 by MERRILY MANN BROWN AKA MERRILY J. BROWN, Manager of MANN CREATIVE GROUP LLC, a Texas limited liability company, Manager of SENDERA VISTA, LLC, a Texas limited liability company.

Val E. Juve  
Notary Public, State of Texas



After Recording Return To:  
Security State Bank & Trust  
501 Landa Street  
New Braunfels, Texas 78130

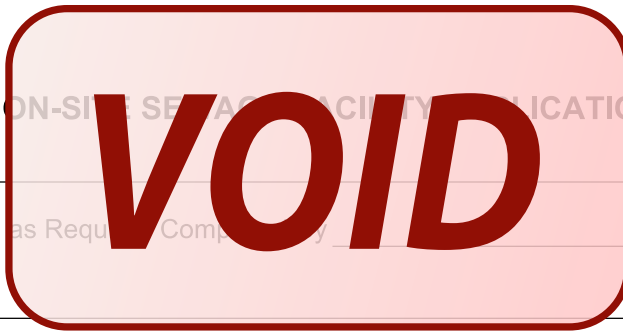
Prepared in the Office of:  
Jeannemarie Wilson, Attorney at Law, PLLC  
221 Water Street, Suite 100  
Boerne, Texas 78006

**Filed and Recorded**  
**Official Public Records**  
**Bobbie Koepp, County Clerk**  
**Comal County, Texas**  
**02/19/2025 03:27:06 PM**  
**MARY 10 Pages(s)**  
**202506004771**



*Bobbie Koepp*





Planning Materials & Site Evaluation as Required by Chapter 291, Texas Health Code \_\_\_\_\_

System Description \_\_\_\_\_

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

Tank Size(s) (Gallons) \_\_\_\_\_ Absorption/Application Area (Sq Ft) \_\_\_\_\_

Gallons Per Day (As Per TCEQ Table III) \_\_\_\_\_

(Sites generating more than 5000 gallons per day are required to obtain a permit 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: \_\_\_\_\_

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

Date

## OSSF SOIL EVALUATION REPORT INFORMATION

Date: 4/17/2025

**Applicant Information:**

Name: Sendera Vista LLC

Address: 25014 Kiawah Isle Dr

City, State & Zip Code: San Antonio, TX 78260

Email:

**VOID**

**Site Evaluator Information:**

Name: Douglas Dowlearn

Company: D.A.D. Services, Inc.

Address: 703 Oak Drive

City, State & Zip: Blanco, TX 78606

Phone: (210)240-7101 Fax: (866)260-7687

Email: tceqseptic@gmail.com

**Property Location:**

Subdivision: Sendera Vista Lot: 36

Street/Road Address: 420 Sendera Hills Dr

City : Canyon Lake Zip: 78133

Additional Info: Comal County

**Installer Information:**

Depth	Texture Class	Soil Texture	Structure (For Class III - blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-12" Clay Loam 12"+ Limestone	Blocky	<30% Gravel	12"+Limestone	N/A
Soil Boring #2 60"	Same as above					

### DESIGN SPECIFICATIONS

Application Rate (RA): 0.064

OSSF is designed for: 4 bedroom 1886 Sq. Ft Residence

300 gallons per day

An aerobic with spray disposal system is to be utilized based on the site evaluation.

4688 sq. ft. disposal area required

600 gallon per day aerobic treatment unit

Calculations: Absorption Area:  $Q/RA=300/0.064=4688$  Sq.. Ft.

### FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

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

**Site Evaluator:**

NAME: Douglas Dowlearn

Signature:



License No. OS9902 Exp. 6/30/2026

TDH: #2432 Exp. 2/28/2027



# COMAL COUNTY

ENGINEER'S OFFICE



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

Permit Number: 118587  
Issued This Date: 05/20/2025  
This permit is hereby given to: Sendera Vista LLC

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

420 SENDERA HILLS DR  
CANYON LAKE, TX 78133

Subdivision: Sendera Vista  
Unit: -  
Lot: 36  
Block: -  
Acreage: 1.0200

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

RECEIVED

By Kathy Griffin at 12:29 pm, Apr 23, 2025

## OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

		118587
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.

Merrily Brown  
Signature of Applicant

3-28-25  
Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION
___ (Missing Items Circled, Application Refused)