

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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

Inspector Notes:

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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
OSSF Inspection Sheet**

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
OSSF Inspection Sheet**

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: 118634
Issued This Date: 06/04/2025
This permit is hereby given to: CAROL G. MCHUGH

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

20631 BAT CAVE RD
GARDEN RIDGE, TX 78266

Subdivision: VICENTE MICHELI SURVEY #114, A-383
Unit: 0
Lot: 0
Block: 0
Acreage: 0.9300

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
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

		118634
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

Instructions:

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

OSSF Permit

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

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

Signature of Applicant

05/11/2025

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

___ (Missing Items Circled, Application Refused)



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date August 6, 2024

Permit Number 118634

1. APPLICANT / AGENT INFORMATION

Owner Name CAROL G. MCHUGH
Mailing Address c/o 23011 FM 306
City, State, Zip CANYON LAKE TEXAS 78133
Phone # 830-935-4936
Email paul@psseptics.com

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

2. LOCATION

Subdivision Name _____ Unit _____ Lot _____ Block _____
Survey Name / Abstract Number VICENTE MICHELI SURVEY # 114, ABSTRACT NO. 383 Acreage 0.929
Address 20631 BAT CAVE ROAD City SAN ANTONIO State TX Zip 78266

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 2326

☐ 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: \$ EXISTING (Structure Only)

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

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

Source of Water ☐ Public ☒ Private Well ☐ Rainwater Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Carol McHugh
Signature of Owner

4-23-25
Date



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) FUJI CE5 & AK750 PUMP Absorption/Application Area (Sq Ft) 3848

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.)

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 P.E. or R.S. 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 app

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

If yes, indicate the city: GARDEN RIDGE



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer

August 07, 2024
Date

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

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

I

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

II

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

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

IF NOT IN SUBDIVISION: .929 ACREAGE VICENTE MICHELI SUR. #114, ABS NO 383 SURVEY

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

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

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

WITNESS BY HAND(S) ON THIS 10th DAY OF April, 20245

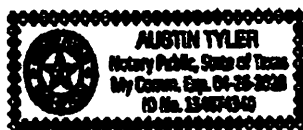
Carol G. McHugh
Owner(s) signature(s)

CAROL G MCHUGH

Owner (s) Printed name (s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 10th DAY OF April, 20245
Austin Tyler
 Notary Public Signature

THIS AREA FOR COMAL COUNTY CLERK RECORDING PURPOSES ONLY



**Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
04/21/2025 09:55:29 AM
TAMMY 1 Pages(s)
202506011253**



Bobbie Koepp

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer CAROL G MCHUGH
Site Address 20631 BAT CAVE ROAD
City GARDEN RIDGE Zip 78266
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 CAROL G MCHUGH (hereinafter referred to as "Customer") and Block Creek Aerobic Services, LLC. By this agreement, Block Creek Aerobic Services, LLC and its employees (hereinafter inclusively referred to as "Contractor") agree to render services at the site address stated above, as described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein.

II. Effective Date

This Agreement commences on LTO and ends on 2 YEARS FROM 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:

- 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.
- Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
- 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.
- Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
- Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
- 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:

CMC
Customer's Initials



RC

Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

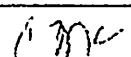
Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein.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

X. Limit of Liability:

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

XI. Indemnification:

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



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:

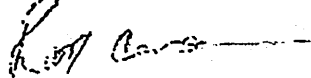
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the 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:

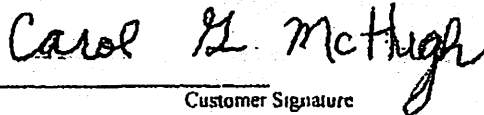
The fees paid for this agreement may be transferred to subsequent property owner(s); however, this Agreement is not transferable. Customer shall advise the subsequent property owner(s) of the State requirement that they sign a replacement agreement authorizing Contractor to perform the herein described 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, I.L.C.,
Contractor
MP# 0002036


Customer Signature

4/23/25
Date


Customer's Initials




Contractor's Initials

**ON-SITE SEWERAGE FACILITY
SOIL EVALUATION REPORT INFORMATION**

Date Soil Survey Performed: August 06, 2024

Site Location: 0.929 ACRES OUT OF THE VICENTE MICHELI SURVEY No. 114, A-383

Proposed Excavation Depth: N/A

Requirements:

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

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

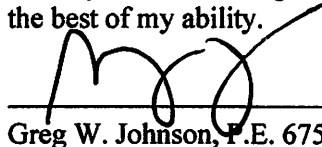
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.

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

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	IV	CLAY	N/A	NONE OBSERVED	LIMESTONE @ 12"	BROWN STONY (CrD)
1						
2						
3						
4						
5						

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

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



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

08/06/24

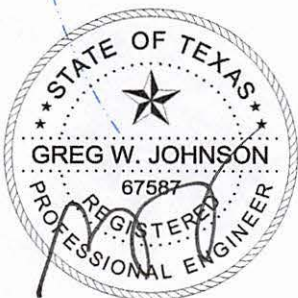
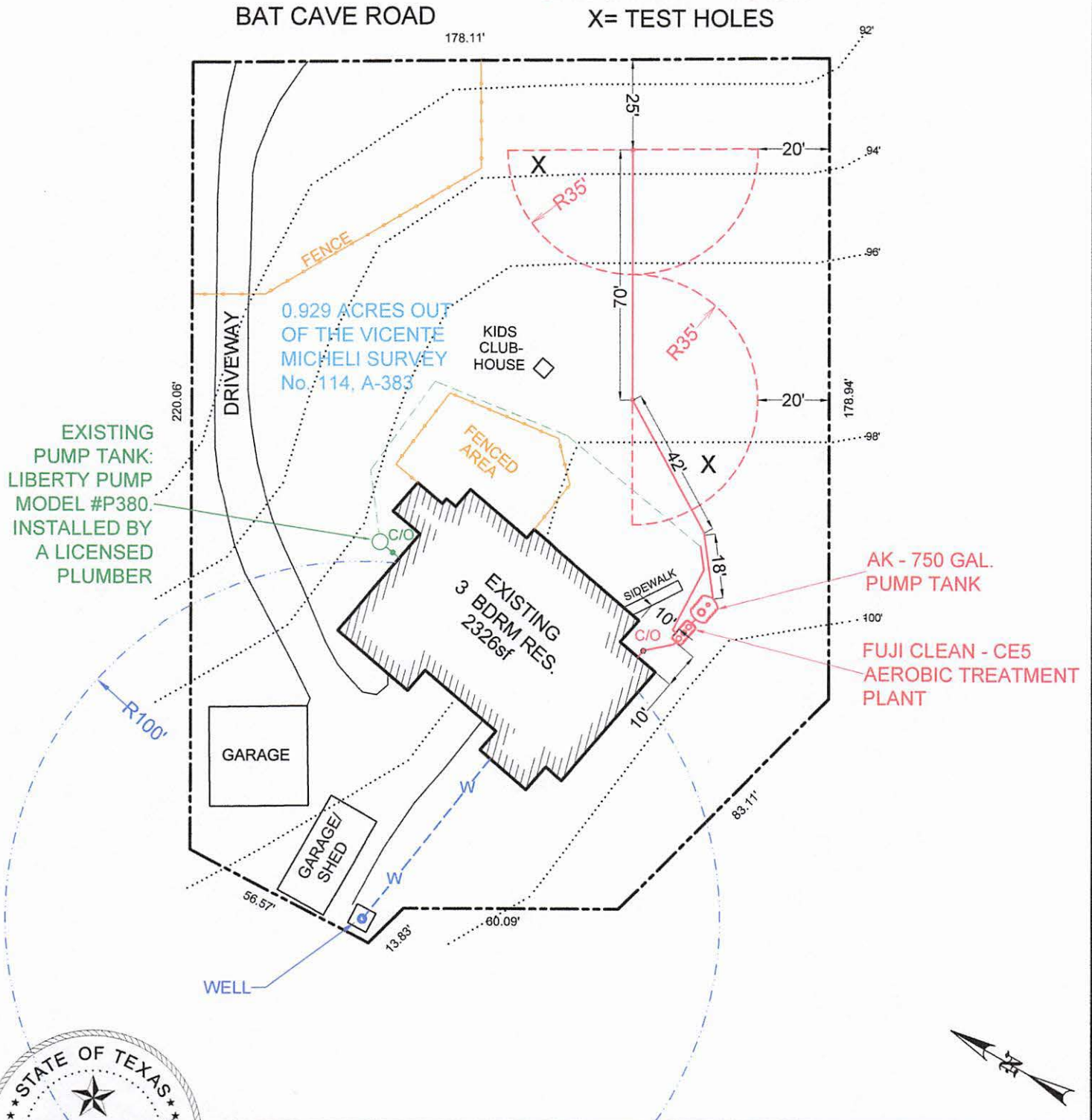
Date

FIRM #2585

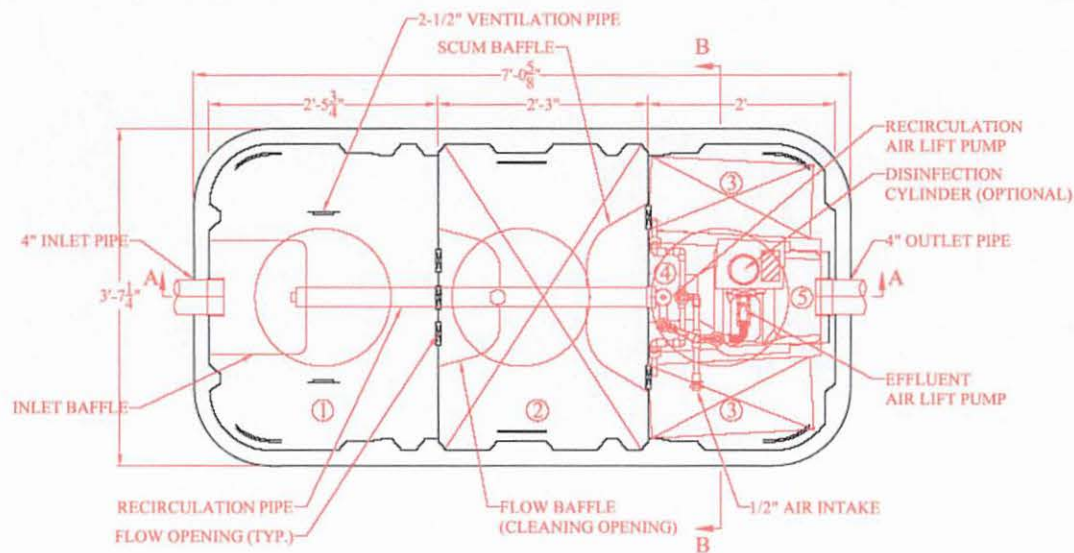
NOTE:
EXISTING SEPTIC TANK TO BE
PUMPED, CRUSHED AND BACK
FILLED. EXISTING SEPTIC
SYSTEM TO BE ABANDONED

SPRAY AREA = 3848sf

X= TEST HOLES



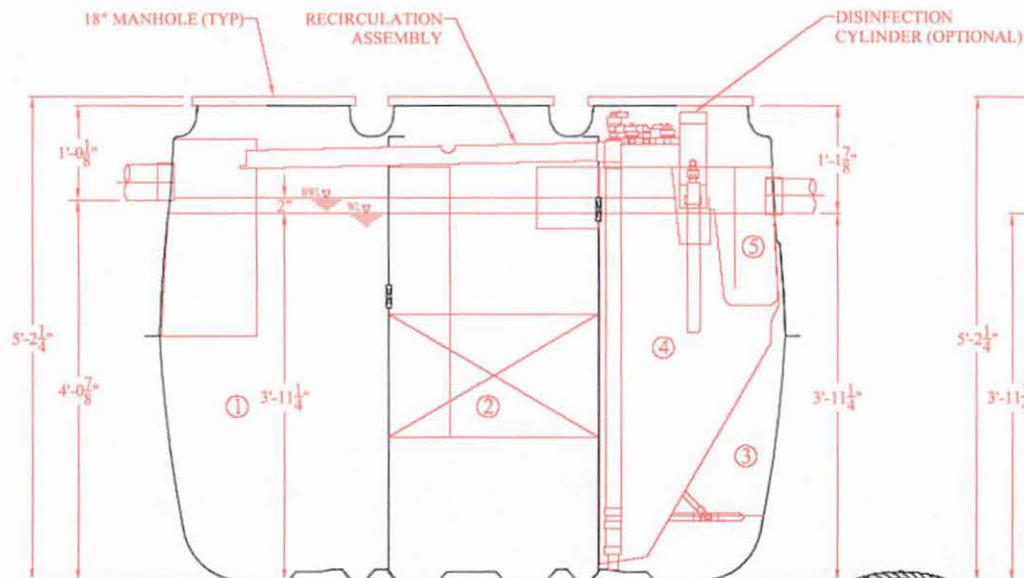
OWNER:	CAROL G. McHUGH	DRAWN BY:	EJS III
STREET ADDRESS:	20631 BAT CAVE ROAD		
LEGAL DESC:	VICENTE MICHELI SURVEY No. 114, A- 383	ACREAGE:	0.929
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=40'
		DATE:	8/7/2024
		REVISED:	



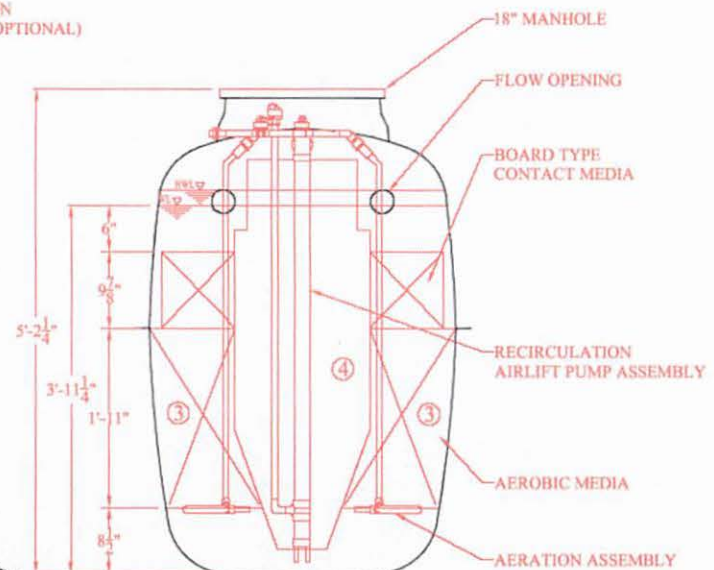
PLAN VIEW

	CHAMBER	Volume (gal)
①	Sedimentation Chamber	198
②	Anaerobic Filtration Chamber	198
③	Aerobic Contact Filtration Chamber	95
④	Storage Chamber	44
⑤	Disinfection Chamber	4
Total Volume		540

SPECIFICATIONS			
Anaerobic Media	PP / PE	Filling Rate	31%
Board Type Aerobic Media	PVC / PP / PE	Filling Rate	16%
Aerobic Media	PP / PE	Filling Rate	55%
Blower	2.8 cfm		
Tank	FRP		
Piping	PVC / PP / PE		
Access Covers	Plastic / Cast Iron		
Disinfectant (Optional)	Chlorine Tablets		



SECTION A-A VIEW



SECTION B-B VIEW



F2585
08/07/24



CE-5 Structural Drawing

DATE: 03/21/2014 SCALE: 1/2" = 1"

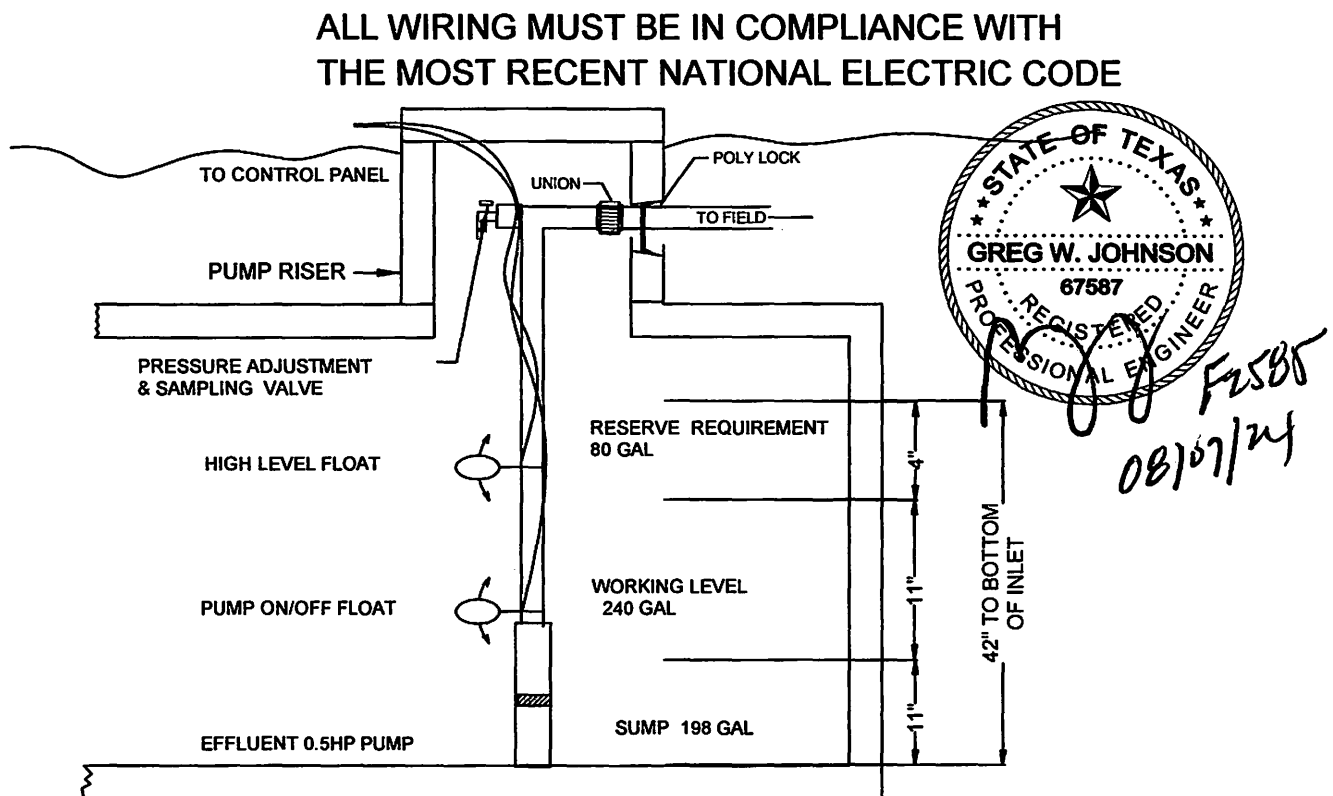
TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

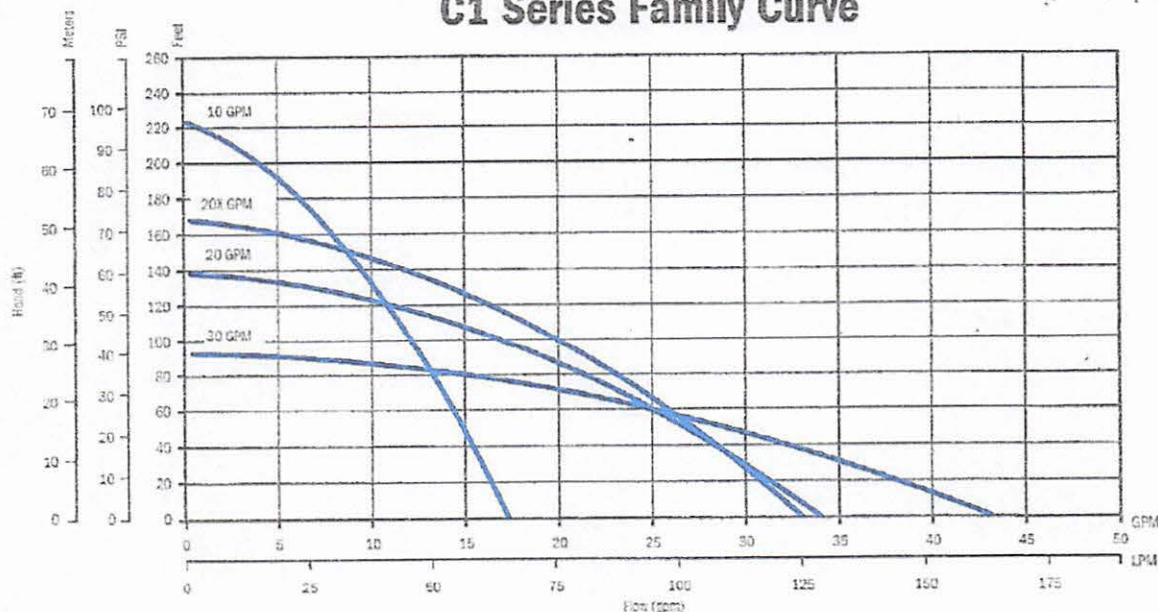
A two way sanitary tee is required between residence and tank.

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



**TYPICAL PUMP TANK CONFIGURATION
AK750 GAL PUMP TANK**

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, 1/2 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

T3 TURBO

SMARTANGLE 13° LOW ANGLE TRAJECTORY										
2.0LA	30	29	1.6	0.37	0.42	2.1	8.8	0.36	9	11
	40	33	1.9	0.34	0.39	2.8	10.1	0.43	9	10
	50	34	2.1	0.35	0.40	3.4	10.4	0.48	9	10
2.5LA	30	31	2.1	0.42	0.49	2.1	9.4	0.48	11	12
	40	35	2.6	0.41	0.47	2.8	10.7	0.59	10	12
	50	36	2.9	0.43	0.50	3.4	11.0	0.66	11	13
3.5LA	30	31	2.7	0.54	0.62	2.1	9.4	0.61	14	16
	40	35	3.2	0.50	0.58	2.8	10.7	0.73	13	15
	50	37	3.5	0.49	0.57	3.4	11.3	0.79	13	14
4.5LA	30	33	3.0	0.53	0.61	2.1	10.1	0.68	13	16
	40	37	3.4	0.48	0.55	2.8	11.3	0.77	12	14
	50	37	4.1	0.58	0.67	3.4	11.3	0.93	15	17
FLOW* NOZZLES 26° TRAJECTORY										
9	50	50	9.5	0.73	0.84	3.4	15.2	2.16	19	21
	60	54	10.8	0.71	0.82	4.1	16.5	2.45	18	21
	70	55	11.7	0.74	0.86	4.8	16.8	2.66	19	22
13	50	57	12.4	0.73	0.85	3.4	17.4	2.82	19	22
	60	59	13.8	0.76	0.88	4.1	18.0	3.13	19	22
	70	61	14.9	0.77	0.89	4.8	18.6	3.36	20	23

■ Square spacing based on 50% of diameter.
 ▲ Triangular spacing based on 50% of diameter.
 Note: All precipitation rates are calculated for 180° operation.
 Divide by 2 for full circle precipitation rates.

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.

DATE March 17, 1989

LICENSE NO. 70642



**CCEO
COPY**

Comal County

OFFICE OF ENVIRONMENTAL HEALTH

LICENSE TO OPERATE A PRIVATE SEWAGE FACILITY

OWNER Home Savings of America & Windsor Realty David & Jeanette White
 PROPERTY LOCATION Bat Cave Road - Acreage: 0.9308 20631 Bat Cave Rd
 STREET Property located inside city limits UNIT --- BLOCK --- LOT ---
of Garden Ridge.

THIS LICENSE IS AUTHORIZATION FOR THE OWNER TO OPERATE AND MAINTAIN A PRIVATE FACILITY AT THE LOCATION DESCRIBED IN ACCORDANCE TO THE RULES OF COMAL COUNTY, TEXAS, FOR PRIVATE SEWAGE FACILITIES (RULES).

THE LICENSE GRANTS PERMISSION TO OPERATE THE FACILITY. IT DOES NOT GUARANTEE SUCCESSFUL OPERATION OR SATISFACTORY SERVICE. IT IS THE RESPONSIBILITY OF THE OWNER TO MAINTAIN AND OPERATE THE FACILITY IN A SATISFACTORY MANNER.

INSPECTION AND LICENSING OF A FACILITY INDICATES ONLY THAT THE FACILITY MEETS CERTAIN MINIMUM REQUIREMENTS. IT DOES NOT IMPEDE ANY GOVERNMENTAL ENTITY IN TAKING THE PROPER STEPS TO PREVENT OR CONTROL POLLUTION, TO ABATE A NUISANCE, OR TO PROTECT THE PUBLIC HEALTH.

THIS LICENSE TO OPERATE ISSUED UNDER THE AUTHORITY OF THESE RULES IS FOR AN INDEFINITE PERIOD. IT SHALL BE TRANSFERRED TO A SUCCEEDING OWNER. THE LICENSE SHALL BE TRANSFERRED UPON THE REQUEST OF THE NEW OWNER, PROVIDED THE FACILITY HAS NOT BEEN SUBSTANTIALLY MODIFIED.

THE FACILITY IS LICENSED FOR:

XXX SINGLE FAMILY RESIDENCE WITH 2 BEDROOMS AND 1982 SQUARE FEET.
--- INSTITUTION --- () Less than 500 gallons per day
--- INSTITUTION --- () Greater than 500 gallons per day
--- OTHER ALTERNATIVE SYSTEMS ---

THE FACILITY CONSISTS OF:

1000 Gallon Tank Switching Valve XXX Yes --- No
 Drainfield Size 880 Sq. Ft. Trench XXX Bed
 Special Conditions: Variance granted on water well distance and size of drainfield.
Water well to have chlorinator.

Monica M. Wallace
 Inspector

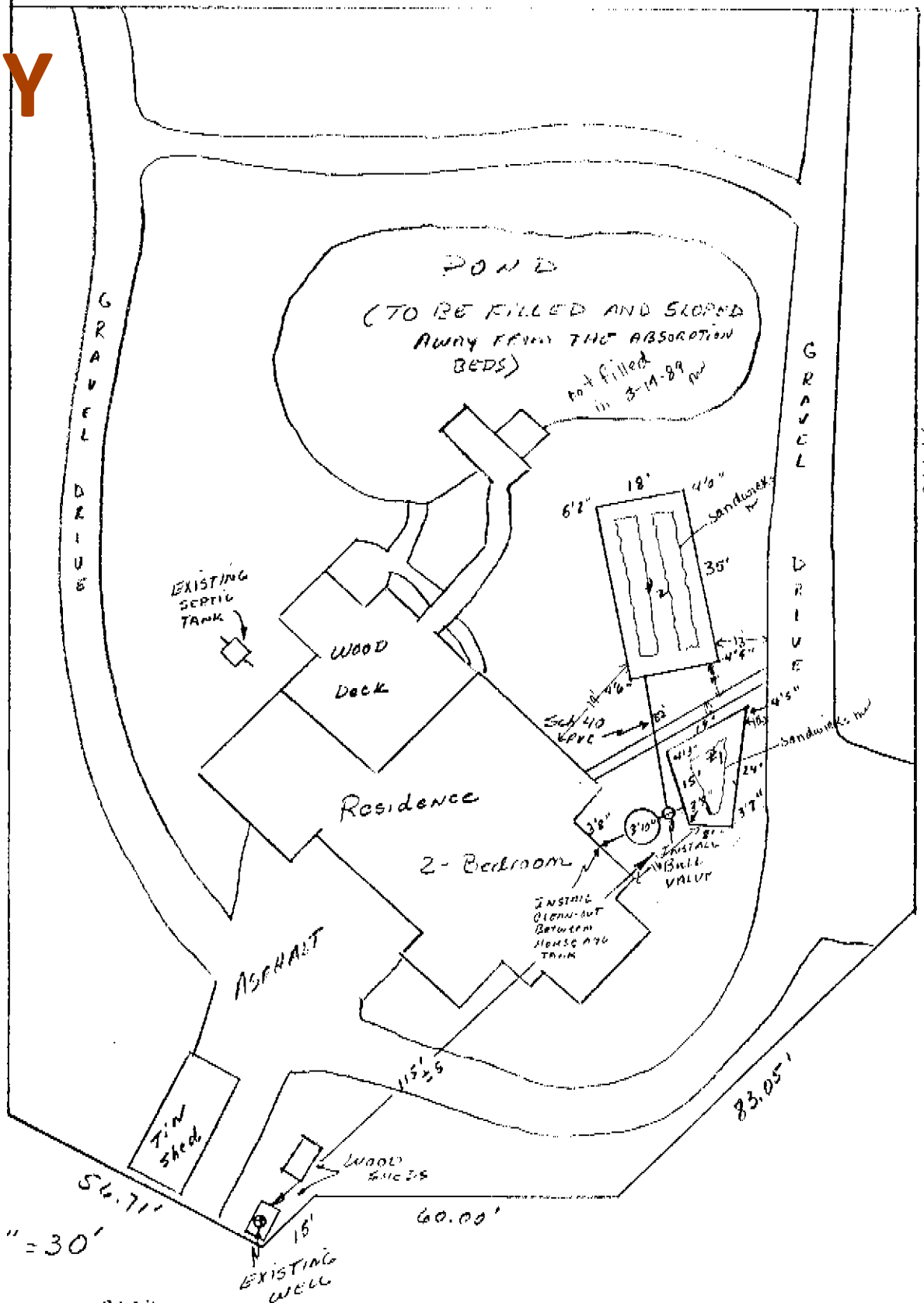
David A. Little
 Sanitarian

CCEO
COPY

BAT CAVE ROAD

70642

183.00'



SCALE: 1"=30'

20631 BAT CAVE ROAD
0.9308 ACRES

INSTALL: ONE-1000 GALLON TWO
COMPARTMENT SEPTIC TANK

NOTE: BED #1 = 252 FT²

BED #2 = 630 FT²

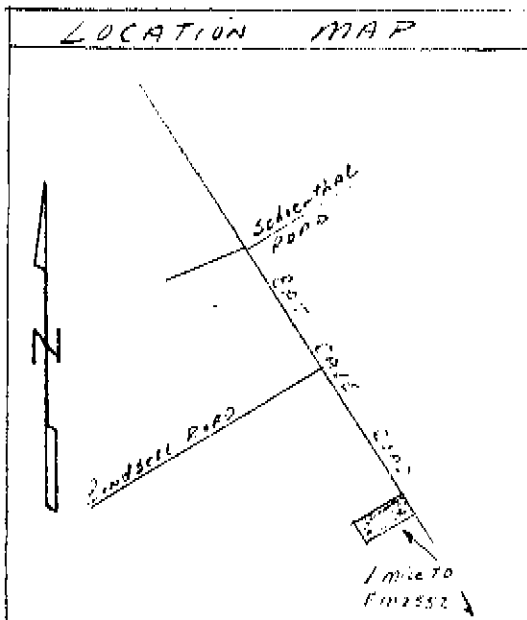
TOTAL = 882 FT²

INSTALL: A MINIMUM 880 FT²

NOTE: ELEVATIONS GIVEN PER AT GROUND
SURFACE. CORNERS OF BEDS AND
CENTER OF TANK HAS BEEN STAKED

NOTE: THE FIRST 2-4 INCHES AT TOP
SOIL MAY BE USED TO MOUND BEDS
AFTER SAND HAS BEEN PLACED TO
THE TOP OF THE BEDS. BEDS SHOULD
BE A MINIMUM 24" DEEP AT THE
SHALLOWEST POINT.

LOCATION MAP



6/
M

SPECIAL WARRANTY DEED

Date: November 5, 1997

Grantor: RICHARD WADE MCHUGH

Grantor's Mailing Address: 31109 Smithson Valley Road,
Bulverde, Bexar County, Texas 78163

Grantee: CAROL G. MCHUGH

Grantee's Mailing Address: 20631 Bat Cave Road
Garden Ridge, Comal County, Texas 78266

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

Property, including any improvements:

All that certain tract or parcel of land lying and being situated in Comal County, Texas; and being 0.929 of an acre, being out of a 3.00 acre tract out of Vicente Micheli Survey #114, Abstract No. 383; and being that same and identical tract known as a 0.9308 of an acre tract conveyed to David K. White, et al, by Warranty Deed dated April 7, 1989, and recorded in Volume 673, Page 910, Deed Records of Comal County, Texas; and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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

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

This deed is given by Grantor to Grantee for the purpose of carrying out a property settlement in connection with divorce proceedings styled "IN THE MATTER OF THE MARRIAGE OF CAROL G. MCHUGH and RICHARD WADE MCHUGH," same being Cause No. C97-672B, 207th Judicial District Court, Comal County, Texas, and pursuant to Decree of Divorce entered in said cause.


RICHARD WADE MCHUGH

STATE OF TEXAS X
 X
COUNTY OF BEXAR X

This document was acknowledged before me by RICHARD WADE MCHUGH, my
having knowledge of the foregoing person either by personal knowledge or by having examined
an identification document containing the foregoing person's photograph and signature, on this

5th day of November 1997.



Barbara Pierdolla
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

↓
Ms. Carol G. McHugh
20631 Bat Cave Road
Garden Ridge, Texas 78266

PREPARED IN THE LAW OFFICES OF:

BRAY & CHAPPELL, INCORPORATED
1250 N. E. Loop 410, Suite 510
San Antonio, Texas 78209

0848 0144

Dye & Associates, Inc.
Engineers • Surveyors • Planners**FIELD NOTES****September 22, 1992**

**RE: 20631 Bat Cave Road
0.929 of an acre out of a 3.00 acre tract
Comal County, Texas
Alamo Title
GF #104618
Buyer: Richard W. McHugh and Carol J. McHugh
Our Job #92-685**

All that certain tract or parcel of land lying and being situated in Comal County, Texas; and being 0.929 of an acre, being out of a 3.00 acre tract out of Vicente Micheli Survey #114, Abstract No. 383; and being that same and identical tract known as a 0.9308 of an acre tract conveyed to David K. White, et al, by Warranty Deed dated April 7, 1989, and recorded in Volume 673, Page 910, Deed Records of Comal County, Texas; and being more particularly described by metes and bounds as follows:

BEGINNING at a fence corner, said fence corner being the northeast corner of the 3.00 acre tract and the northeast corner of the herein described tract, said fence corner also being a point on the westerly R.O.W. line of Bat Cave Road;

THENCE along the easterly boundary of the 3.00 acre tract, the easterly boundary of the herein described tract, and the westerly R.O.W. line of Bat Cave Road, S 29°57'10"E, 178.11 feet, to a found 1/2" iron pin, said pin being the southeast corner of the herein described tract;

THENCE along the southerly and westerly boundary of the herein described tract, S 60°18'45"W, 178.94 feet, to a found 1/2" iron pin;

THENCE N 74°39'10"W, 83.11 feet, to a found 1/2" iron pin;

THENCE N 29°36'25"W, 60.09 feet, to a found P.K. Nail;

THENCE N 74° 44' 33" W, 13.83 feet, to a found 1/2" iron pin;

THENCE N 01° 45' 15" W, 56.57 feet, to a found 1/2" iron pin; said pin being the northwest corner of the herein described tract; said iron pin also being a point on the northerly boundary of the above mentioned 3.00 acre tract;

THENCE along the northerly boundary of the 3.00 acre tract and along the northerly boundary of the herein described tract, N 60° 27' 15" E, 220.06 feet, to the POINT OF BEGINNING and containing 0.929 of an acre of land, more or less.


David W. Dye III, R.P.L.S. #4734

Land. Tax

401809

STATE OF TEXAS
COUNTY OF COMAL

I hereby certify that this instrument was FILED IN
File Number Sequence on the date and at the time
stamped hereon by me and was duly RECORDED, in
the Official Public Record of Real Property of Comal
County, Texas on:

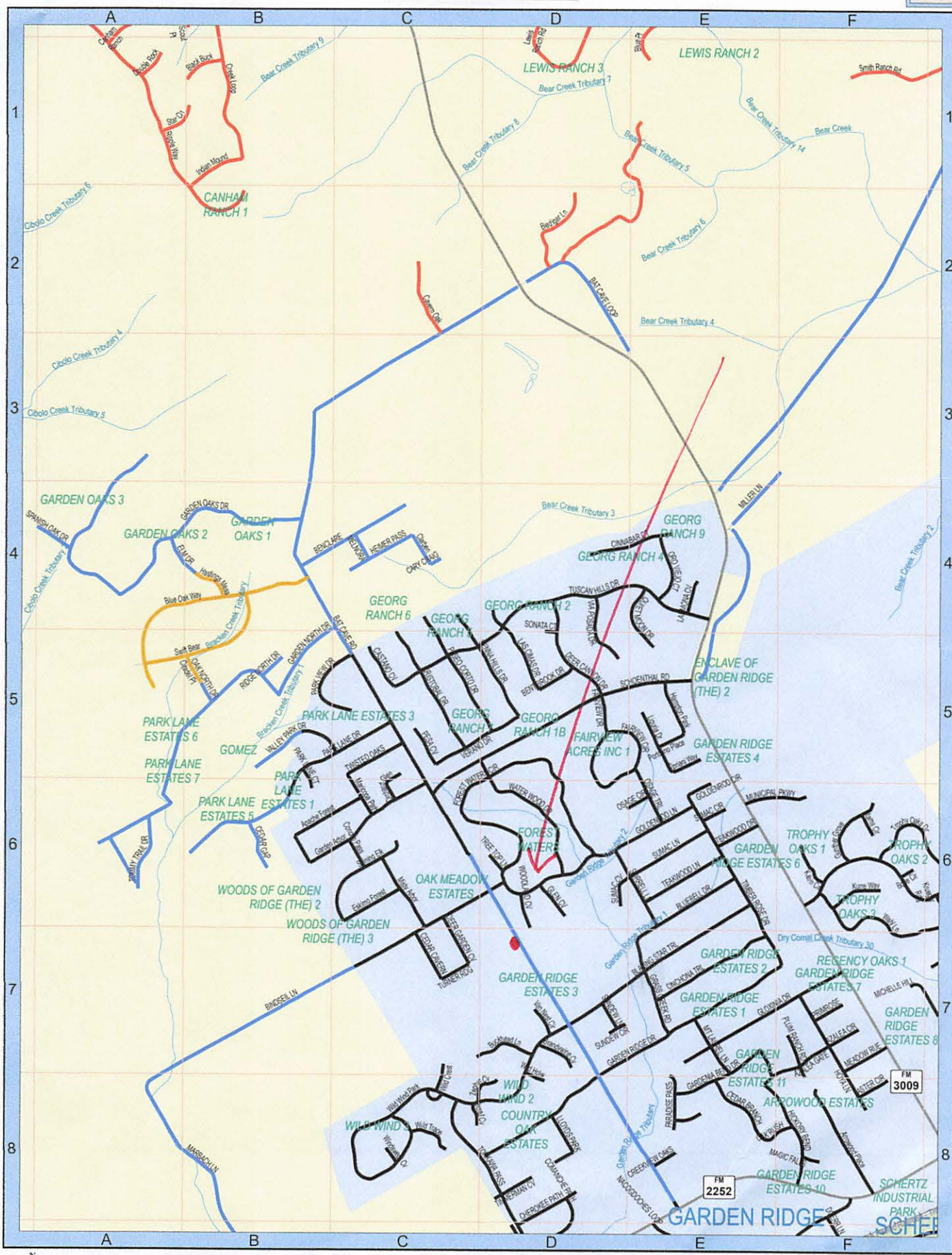
OCT 13 1992



Louis Brumby
COUNTY CLERK
COMAL COUNTY, TEXAS

Doc# 9706025126
Pages: 6
Date : 12-01-1997
Time : 09:23:12 A.M.
Filed & Recorded in
Official Records
of COMAL County, TX.
JOY STREATER
COUNTY CLERK
Rec. \$ 19.00

DOC# 9706025126



244465 \$9.00

0673 0910

342555

WARRANTY DEED

FILED FOR RECORD
1989 APR 19 PM 1:35

THE STATE OF TEXAS

COUNTY OF COMAL

ROSIE ROSENBERG
COUNTY CLERK COMAL COUNTY

[Signature]
BY: *[Signature]*

KNOW ALL MEN BY THESE PRESENTS: That Home Savings of America, F.A., a federally chartered savings and loan association of Harris County, Texas (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid to Grantor by David K. White and wife, Jeanette B. White (the "Grantees"), whose address is Rt. 3, Box 503, San Antonio, TX 78218, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantees of their one (1) certain promissory note (the "Note") of even date herewith, in the principal sum of Eighty-Two Thousand Two Hundred Fifty And No/100 Dollars (\$82,250.00), payable to the order of Grantor, its successors and/or assigns, at its offices in Houston, Harris County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY unto the Grantees herein all that certain property lying and being situated in Comal County, Texas, and being more particularly described as follows:

All that certain tract or parcel of land lying and being situated in Comal County, Texas, and being known and designated as 0.9308 of an acre, being part of a 3.00 acre tract out of Vicente Micheli Survey #114, Abstract No. 383, and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

This conveyance is made subject to all encumbrances, restrictions, easements, rights-of-way, leases, reservations, mineral reservations, outstanding royalties and other matters filed of record in Comal County, Texas which affect the property herein conveyed, including without limitation the matters described in Exhibit "B" attached hereto and incorporated herein for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantees, their heirs and assigns forever, and the Grantor does

31,810

CCEO
COPY

0673 0911

hereby bind itself and its successors to Warrant and Forever Deed, and singular the said premises unto the Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements by the Grantor until the above described Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Taxes and assessments for the current year have been prorated to the date hereof, and the payment of same are hereby assumed by the Grantees.

EXECUTED this 7th day of April, 1989.

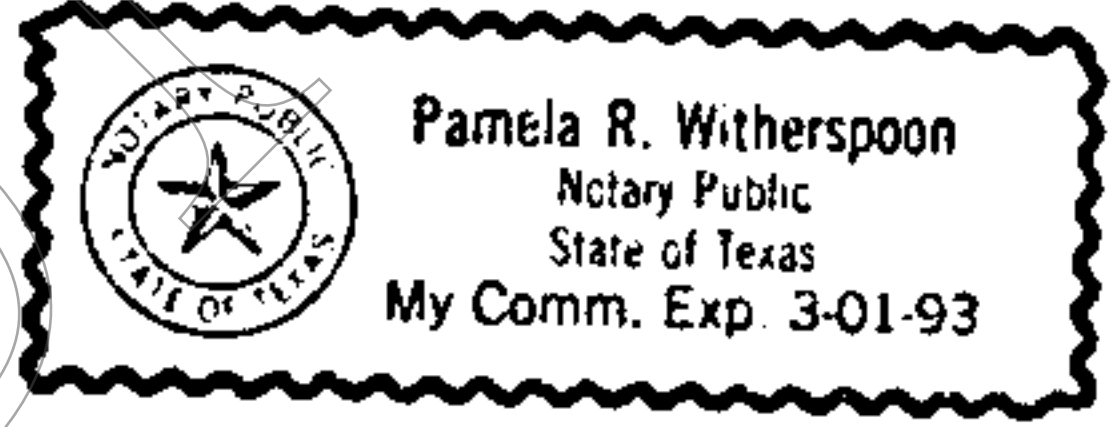
HOME SAVINGS OF AMERICA, F.A.

By: Gayle H. Bishop
Title: Vice-President

STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Gayle H. Bishop the Vice-President of Home Savings of America, F.A., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said association.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the 17th day of April, 1989.



Pamela R. Witherspoon
NOTARY PUBLIC in and for
the State of Texas
Name: _____
My commission expires: _____

AFTER RECORDING, RETURN TO:
Mr. & Mrs. David K. White
Rt. 3, Box 503
San Antonio, TX 78218

0673 0912

EXHIBIT "A"

All that certain tract or parcel of land lying and being situated in Comal County, Texas, and being known and designated as 0.9308 of an acre, being part of a 3.00 acre tract out of Vicente Micheli Survey #114, Abstract No. 383, and being more particularly described by metes and bounds as follows:

BEGINNING at a fence corner, said fence corner being the northeast corner of the 3 acre tract and the northeast corner of the herein described tract, said fence corner also being a point on the westerly R.O.W. line of Bat Cave Road;

THENCE along the easterly boundary of the 3 acre tract, the easterly boundary of the herein described tract, and the westerly R.O.W. line of Bat Cave Road, S 30 deg. 00 min. 03 sec. E, 178.45 feet, to a set iron pin, said pin being the southeast corner of the herein described tract;

THENCE along the southerly and westerly boundary of the herein described tract, S 60 deg. 18 min. 45 sec. W, 179.08 feet, to a set iron pin, N. 74 deg. 41 min. 15 sec. W, 83.05 feet, to a set iron pin; N. 29 deg. 41 min. 15 sec. W, 60.00 feet, to a set iron pin; N. 74 deg. 41 min. 15 sec. W., 14.00 feet, to a set iron pin; and N. 01 deg. 25 min. 10 sec. W, 56.71 feet, to a set iron pin; said pin being the northwest corner of the herein described tract; said iron pin also being a point on the northerly boundary of the above mentioned 3 acre tract;

THENCE along the northerly boundary of the 3 acre tract and along the northerly boundary of the herein described tract, N 60 deg. 23 min. 56 sec. E, 220.27 feet, to the point of beginning and containing 0.9308 acres (459.550 sq. ft.) of land more or less.

CCEO
COPY

0673 0913

EXHIBIT "B"

1. Agreement Apportioning Extraterritorial Jurisdiction between the City of Schertz, Texas, and the City of Garden Ridge, Texas, dated 9/26/74, recorded in Vol. 220, Pg. 833-838, Deed Records of Comal County, Texas, with any subsequent appeals and amendments thereof.
2. Order by the Cibolo Creek Municipal Authority, dated 9/9/75, recorded in Volume 231, Pg. 578-583, Deed Records of Comal County, Texas, with any subsequent amendments thereof.
3. Electric Line Right-of-Way Agreement to the City of San Antonio, Texas, dated 10/21/87, recorded in Vol. 612, Pg. 714-715, Official Public Records of Comal County, Texas, with any assignments or amendments thereof.

4WDWHITE