

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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

Inspector Notes:

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

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

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

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 118647
Issued This Date: 06/17/2025
This permit is hereby given to: Jade Real Properties, LLC

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

10037 SMITH RANCH RD
NEW BRAUNFELS, TX 78132

Subdivision: Manuel Gallardo 363 & Peter Haag 438 Sur
Unit: na
Lot: na
Block: na
Acreage: 190.7000

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.

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

Date 5-13-25 Permit # 118647
Owner Name Jade Real Properties Agent Name Jason Smith
Mailing Address 8165 Whisper Oak Agent Address Same
City, State, Zip SA TX 78266 City, State, Zip ✓
Phone # 210 849-0300 Phone # ✓
Email jason@smithlegacy.com Email ✓

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

Method: ☐ Mail ☒ Email

Subdivision Name A0183 Unit _____ Lot _____ Block _____
Acreage/Legal A183 SWS-363 M Gallardo, Acres 180.468, A 232-43 PHASE
Street Name/Address 10037 Smith Ranch Rd City New Braunfels Zip 78132

Type of Development:

☒ Single Family Residential

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

Number of Bedrooms 0

Indicate Sq Ft of Living Area 360

☐ 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?

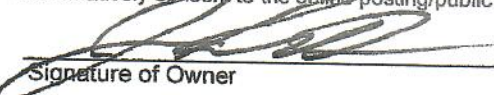
☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

Source of Water ☐ Public ☒ Private Well

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

By signing this application, I certify that:

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


Signature of Owner

5-13-25
Date



ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By Hoyt Seidman

System Description Aerobic with Spray

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

Tank Size(s) (Gallons) 600 GPD ATU Absorption/Application Area (Sq Ft) 3925

Gallons Per Day (As Per TCEQ Table III) 30

(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.

Hoyt Seidman
Signature of Designer

5-13-25
Date

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

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

I

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

II

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

UNIT/PHASE/SECTION _____ BLOCK _____ LOT _____ SUBDIVISION _____
 IF NOT IN SUBDIVISION: 190.698 ACREAGE _____ MANUEL GALLARDO SURVEY #363, A-183, &
 PETER HAAG, SURVEY #438, A-232 _____ SURVEY

The property is owned by (insert owner's full name): SMITH LEGACY ENTERPRISES, LLC
 a Texas limited liability company, f/k/a JADE REAL PROPERTIES, 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 the OSSF can be obtained from the Comal County Engineer's Office.

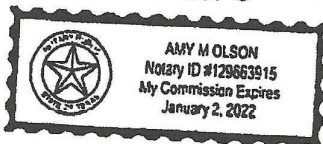
WITNESS BY HAND(S) ON THIS 24 DAY OF June, 2021

Deana Arias
 Owner(s) signature(s)

Deana Arias

June, 2021

[Signature]
 Notary Public Signature



Deana Arias-MANAGER
 Owner (s) Printed name (s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 24 DAY OF

Filed and Recorded
 Official Public Records
 Bobbie Koepp, County Clerk
 Comal County, Texas
 06/28/2021 08:15:22 AM
 TERRI 1 Pages(s)
 202106034469



Bobbie Koepp

COUNTY: _____

REGULATORY AUTHORITY: _____

PERMIT #: _____

JAJ Construction Services
Aerobic Services Division
Jeff Jay - MP0001423
4 Sansom Rd.
Boerne TX 78006
(830) 336-3821/

Customer: Smith Legacy Enterprises
Site Address: 10037 Smith Ranch Rd
City, State, Zip: AB, TX, 78132
Mailing Address: _____
Email Address: jaj@smithlegacy.com
Owner Phone: 210-849-0500

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

The effective date, if this is an initial maintenance contract, shall be the date the license to operate is issued.

- I. General: This Work for Hire Agreement (herein after referred to as "Agreement") is entered into by and between _____ (hereinafter referred to as "Customer") and JAJ Construction Services. By this Agreement JAJ Construction Services 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 responsibilities, as described herein. The designed flow rate for this system is a maximum of gallons per day.
- II. Effective Dates: This Agreement commences on _____ and ends on _____ for a total of 24 ~~12~~ Months. If this is an initial Agreement (new installation), the Customer will 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. Renewal: This Agreement shall automatically renew each at the same terms, conditions, and costs, unless either party gives notice of termination a minimum of thirty (30) days prior to end of first Agreement period. See Section IV.
- IV. Termination of Agreement: This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform to accordance with its terms, without fault or liability of the terminating party. If this Agreement is so 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. 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.
- V. Service: 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, with a visit to the site to be made once every 4 Months.
 - 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 necessary materials at site, any component of the OSSF to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and services costs are less than \$125.00, Customer hereby authorizes Contractor to perform the service and bill Customer for said service. When service costs are greater than \$125.00, or if Contractor does not have necessary supplies at the site, Contractor will notify Customer of required service(s) and 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 service 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.
 - g. Water meter will be read at each inspection.
 - h. A total chlorine residual test will be conducted in the effluent tank.
- VI. Disinfection: Disinfection is: IS REQUIRED. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer JS (Initial).
- VII. Electronic Monitoring: Electronic Monitoring is not included in this Agreement.
- VIII. 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.
 - ii. Contractor's receipt of payment of the wastewater-monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
 - b. If this is not an Initial Agreement (existing system).
 - i. Contractor's receipt of a fully executed original copy or facsimile of this Agreement and all documentation requested by Contractor.

ii. Contractor's receipt of payment of the wastewater-monitoring fee in accordance with the terms as described in Section XIV of this Agreement.

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

IX Customer Responsibilities: 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 limitation of that license, and all requirements for and OSSF from the State and or local regulatory agency, whichever are more stringent, as well as 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 evaluation by Contractor as to 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 evaluation on the OSSF's performance. If these samples are taken to a laboratory for testing, with the exception of the service provided under Section V sub-section 'd' above. Customer agrees to pay Contractor for 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.

X. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter the property during Contractor's normal business hours and/or other reasonable hours without prior notice to Customer to perform the services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components. 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. If not an initial Agreement (new installation) and this access is not in place or provided for by the Customer, the cost for the labor of excavation, and possibly other labor and material costs will be required. These costs shall be billed to Customer as an additional service at a rate of \$75.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as Contractor can at the time such service is performed and under no circumstances is Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, or electrical cable, water, air, or gas lines, etc.), or for the uneven settling of the soil.

XI. 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 profit or income, or loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable to an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

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 \$125 fee for a service call is the base fee and does not include any equipment, material, or labor necessary for non-warranty repairs. The fee will be charged for any unscheduled inspections or Customer requested visits to the site outside of the normal inspection schedule.

XIV. Payment: Full amount due upon signature (Required of new Customer). Payment of invoice(s) for any other service or repair provided by Contractor is due upon receipt of invoice. Invoices are mailed on the date of invoice. All payments not received within thirty (30) days from the invoice date will be subject to a \$35.00 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 \$35.00 return check fee

XIV. Application or Transfer of Payment: The fees paid for this Agreement may transfer to the subsequent property owner(s); however, this Agreement is not transferable. Customer will advise subsequent property owner(s) of the State requirement that they sign a replacement Agreement authorizing Contractor to perform the herein described Services and accepting Customer's Responsibilities. This replacement Agreement must be signed and received in Contractor's office 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.

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

Jeff Jay - JAY Construction Services (MP0001423)

Customer Signature

Date

ON-SITE SEWAGE FACILITY Soil Evaluation Report Information

REVISED

1:05 pm, Jun 13, 2025

Date Soil Survey Performed: 3/3/2025
 Site Location: 10031 Smith Ranch Rd
 Name of Site Evaluator: JEFF JAY Registration Number: DS0027755
 Proposed Excavation Depth: N/A County: Central

Requirements:

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.
 Location of soil boring or dug pits must be shown on the site drawing.

For subsurface disposal, soil evaluation 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 feature on the form. Indicate depths where features appear.

Soil Boring Number <u>1</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	III	clay loam	N/A	none observed	Limestone 8"	Brown
1						
2						
3						
4						
5						

Soil Boring Number <u>2</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	Same		AS	Akan		
1						
2						
3						
4						
5						

Features of Site Area

Presence of 100 year flood zone Yes ☐ No ☒
 Presence of adjacent ponds, streams, water improvements Yes ☐ No ☒
 Existing or proposed water well in nearby area Yes ☒ No ☐
 Organized sewage service available to lot or tract Yes ☐ No ☒
 Recharge feature within 150 feet Yes ☐ No ☒

By my signature, I hereby certify that the information provided in this report is based on my site observations and are accurate to the best of my ability.

I understand that any misrepresentation of the information contained in this report may be grounds to revoke or suspend my license. The site evaluation determined the site is suitable for a Aerobic disposal system with Spring treatment

According to table XIII, the site is suitable for this proposed system. A copy of Table XIII has been given to the property owner to inform them of other alternatives based upon the result of this site evaluation

Jeff Jay
 Signature of Site Evaluator

3-3-2025
 Date

Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

6/16/2025
10:33 AM
Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

REVISED

12:52 pm, Jun 16, 2025

Smith Legacy Enterprises, LLC

Head Pressure

Elevation Head:	<u>4</u>
Pressure Head:	<u>92</u>
Friction Head:	<u>3.2</u>
Total head:	<u>99.2</u>

Sprinkler Head Information

K-Rain sprinkler head PROPLUS,
low angle nozzle

No. 3 @40psi	GPM:	<u>3.1</u>
Number of sprinkler heads:		<u>2</u>
Gallons per minute:		<u>6.2</u>

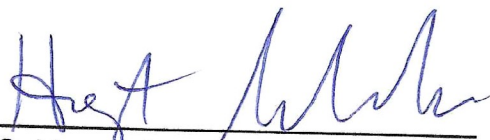
A class 1 aerobic wastewater treatment unit, chlorination and spray distribution system will be designed for this location. Wastewater from the residence will flow to a pretreatment/trash tank, then to the treatment unit. Treated effluent will be disinfected by chlorination in the pump tank before being disposed of through above ground sprinkler heads. All warning systems shall be installed with the aerobic unit.

Land acceptable for surface application shall have a flat terrain (with less than or equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent.

Areas that rock is exposed must be covered with a suitable amount of material acceptable to the inspecting authority. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and Bermuda grasses or other grass species prior to system operation.

At every inspection a Total Chlorine Residual test must be conducted and must be a minimum acceptable test of .1 mg/l residual in Pump Tank.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

Date

6-16-25

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603

hoyt@landstewardshipservices.com



6/16/2025

10:33 AM

Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY DESIGN CRITERIA

Smith Legacy Enterprises, LLC

REVISED


12:52 pm, Jun 16, 2025

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the installed aerobic system.

All tanks must have inspection or cleanout ports located on the tank top over all inlet and outlet devices. Each inspection or cleanout port must be offset to allow for pumping of the tank. The ports may be configured in any manner as long as the smallest dimension of the opening is at least 12 inches, and large enough to provide for maintenance and equipment removal. All inspection and cleanout ports shall have riser over the port openings, which extend to two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed

The risers shall have inside diameters which are equal to or larger than the inspection or cleanout ports. Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or another means approved by the executive director. Risers and riser caps exposed to sunlight must have ultraviolet light protection. Risers must be able to withstand the pressures created by the surrounding soil.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.



Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603

hoyt@landstewardshipservices.com

Date

6-16-25



REVISED

12:52 pm, Jun 16, 2025

BRANDCOURT, LP
CALLED 121.435 AC.
DOC. NO. 200405044706
O.P.R.C.C.T.

RANDALL & ROBIN FAIR
CALLED 14.256 AC.
VOL. 735, PG. 152
O.P.R.C.C.T.

RANDALL & ROBIN FAIR
CALLED 2.0 AC.
VOL. 735, PG. 152
O.P.R.C.C.T.

RANDALL & ROBIN FAIR
CALLED 3.964 AC.
DOC. NO. 9708014717
O.P.R.C.C.T.

WILLIAM S. DEAN, JR.
CALLED 9.321 AC.
DOC. NO. 201106036066
O.P.R.C.C.T.

scale 1"= 450'

LEGEND:
● = 1/2" IRON PIN
○ = SET 1/2" IRON PIN W/
PLASTIC CAP STAMPED "HMT"
B.L. = BUILDING SETBACK LINE
P.U.E. = PUBLIC UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
R.O.W. = RIGHT-OF-WAY
E.G.T.CATV. = ELECTRIC, GAS, TELEPHONE,
& CABLE TV EASEMENT
M.P.R.C.C.T. = MAP AND PLAT RECORDS,
COMAL COUNTY, TEXAS
O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS,
COMAL COUNTY, TEXAS

SITE

LOCATION MAP
NOT TO SCALE

site map
Aerobic with Spray Distribution
Smith Legacy Enterprises
10037 Smith Ranch Road
New Braunfels, Texas 78132
Comal County

10037 Smith Ranch Road

Solar Aerobic SA600 768PT,
600 gpd Aerobic Unit with a
Chlorination Station 200-1500

barn/personal
shop 3 people
30 gpd

permit 112546

10029 Smith Ranch Road

HAROLD JASON SMITH
CALLED 10.222 AC.
DOC. NO. 202006018648
O.P.R.C.C.T.

100' well

location of sprinkler heads
may be adjusted in field to
avoid obstacles

JADE REAL PROPERTIES
REMAINDER OF
CALLED 211.145 AC.
DOC. NO. 201806047192
O.P.R.C.C.T.

permit 112838
10037 Smith Ranch Road

JADE REAL PROPERTIES
REMAINDER OF
CALLED 211.145 AC.
DOC. NO. 201806047192
O.P.R.C.C.T.

permit 112837
10045 Smith Ranch Road

MARC A. & DEANA L. ARIAS
CALLED 10.225 AC.
DOC. NO. 202006018633
O.P.R.C.C.T.

COURTNEY C. FIKES
CALLED 10.01 AC.
DOC. NO. 201706022902
O.P.R.C.C.T.

LOT 101
OPEN SPACE/PARK AREA
(6.491 AC.)

LOLA ARLENE DIERKS
CALLED 15 AC.
DOC. NO. 2009000082
O.P.R.C.C.T.

SCHOENTHAL RD
COMAL COUNTY LIMITS
(VARIABLE WIDTH ROAD)
NEW BRAUNFELS TO LIMITS

SHEET 1 OF 1

Effective September 1, 2023, inspection and cleanout ports shall have risers over the port opening, which extend to two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed.

The risers shall have inside diameters which are equal to or larger than the inspection or clean out ports. Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director. Risers and riser-gaps exposed to sunlight must have ultraviolet light protection. Risers must be able to withstand the pressures created by the surrounding soil.

All pipes from the structures to the septic tank shall be no less than 1/8-inch fall per foot of pipe. Surface application should be done between the hours of 12:00 midnight and 5:00 a.m. All external electrical lines must be in gray conduit. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent. Areas that rock is exposed must be covered with a suitable amount of material. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation. Land acceptable for surface application shall have a flat terrain (less than or equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff.

100 yr flood plain does
exist on this tract

MASTER PLAN PREPARED OCTOBER 21, 2020

Drawing Name: T1365 - Jade Real Properties/Master Plan/Smith Legacy Estates LP/Jag User: jag/ka Oct 21, 2020 - 9:43am

admirals, Texas 70132 County

REVISED

12:52 pm, Jun 16, 2025



187.57 Gal.

pump on-off
float with 4"
tether

439.00 Gal.

31"

The referenced proper
Recharge Zone. This
it is not a regulated area
"exempt ... Does not
There is no recharge

10037 Smith Ranch Road

Solar Aerobic SA600 768PT,
600 gpd Aerobic Unit with a
Chlorination Station 200-1500

100.

barn/personal
shop 3 people

99

98

97

x th 1

r=25'

r=25'

x th 2

30 gpd

W

permit 112546

10029 Smith Ranch R

HAROLD JASON SMITH
CALLED 10.222 AC.
DOC. NO. 202006018648
O.P.R.C.C.T.

100

WE

ports shall
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restraint
tank

man
ned to
and the

location of sprinkler heads
may be adjusted in field to
avoid obstacles

drive

14' E.G.T.CATV.

14' E.G.T.CATV.

From: [Ritzen,Brenda](#)
To: "Jeff Jay"; [Jason Smith](#)
Subject: RE: Permit 118647
Date: Monday, June 16, 2025 1:00:00 PM
Attachments: [image001.png](#)

Jeff,

I have updated the permit file accordingly.

Thank you,



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

From: Jeff Jay <jajconstruction1@gmail.com>
Sent: Monday, June 16, 2025 11:24 AM
To: Ritzen,Brenda <rabbjr@co.comal.tx.us>; Jason Smith <jason@smithlegacy.com>
Subject: Fwd: Permit 118647

This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

----- Forwarded message -----

From: Hoyt Seidensticker <hoyt@landstewardshipperservices.com>
Date: Mon, Jun 16, 2025 at 10:42 AM
Subject: Re: Permit 118647
To: Jeff Jay <jajconstruction1@gmail.com>

here is the revised design with address corrected

thanks

From: [Ritzen,Brenda](#)
To: ["Jason Smith"](#)
Subject: RE: Permit 118647
Date: Friday, June 13, 2025 4:00:00 PM
Attachments: [Pages from 118647.pdf](#)
[image001.png](#)

Jason,



Legible copies of the attached pages revised and signed by the designer.

Thank you,



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

From: Jason Smith <jason@smithlegacy.com>
Sent: Friday, June 13, 2025 1:15 PM
To: Ritzen,Brenda <rabbjr@co.comal.tx.us>
Subject: Re: Permit 118647

This email originated from outside of the organization.

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- Comal IT

Would it be possible for you to send me the form that I need refilled out so I can get it handled ASAP?

Jason Smith

Sent from my iPhone

On Jun 13, 2025, at 1:11 PM, Ritzen,Brenda <rabbjr@co.comal.tx.us> wrote:

Jason,

Please resubmit clear and legible copies of the planning materials that have

5/13/2025

6:58 AM

Aerobic with Spray
Distribution SystemON-SITE SEWAGE FACILITY
DESIGN CRITERIA**VOID****REVISED**

1:05 pm, Jun 13, 2025

Smith Legacy Enterprises, LLC

Property Information:St. Address: 10037 Smith Ranch RdCity: New Braunfels State: TexasZip code: 78132**Predicted Quantity of Sewage (Q)**Water Saving Devices in Barn (y/n): yesGallons/day (Q): 30Greywater included (yes/no): no**Rate of Adsorption (Ra)**Application rate (g/sq. ft): 0.064Minimum Adsorptive Area (sq. ft.): 468.75**Aerobic Unit**Required size of aerobic unit: 360 gpdPretreatment Tank (gallons): 378Class 1 Aerobic Unit: Solar Air SA-600 768PTPump tank total capacity (gal): 768Chlorination: Liquid installed in tankPump Switch operation: Float systemDosing cycle quantity (gals): VariedCycling time: night timePump size and capacity: Schaefer E-Series 20 GPM**Barn Information**No. of people: 3gallons per person: 10Water Supply: well**Supply Line from House**Length of supply line (approx. ft): 10Type of supply line: SCH 40 PVCSize of Supply line (in): 3 or 4**Supply Line For Spray Irrigation System**Length of supply line (approx. ft): 80Type of supply line: SCH 40 PVCSize of supply line (in): 1**Disposal Area per this System** $\pi (25)^2 = 1962.5$ $\pi (25)^2 = 1962.5$ $\pi (25)^2 =$ $\pi (25)^2 =$ $\pi (25)^2 =$ Total irrigated area (sq. ft.): 3925**VOID**

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker, R.S. No. 3588

Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

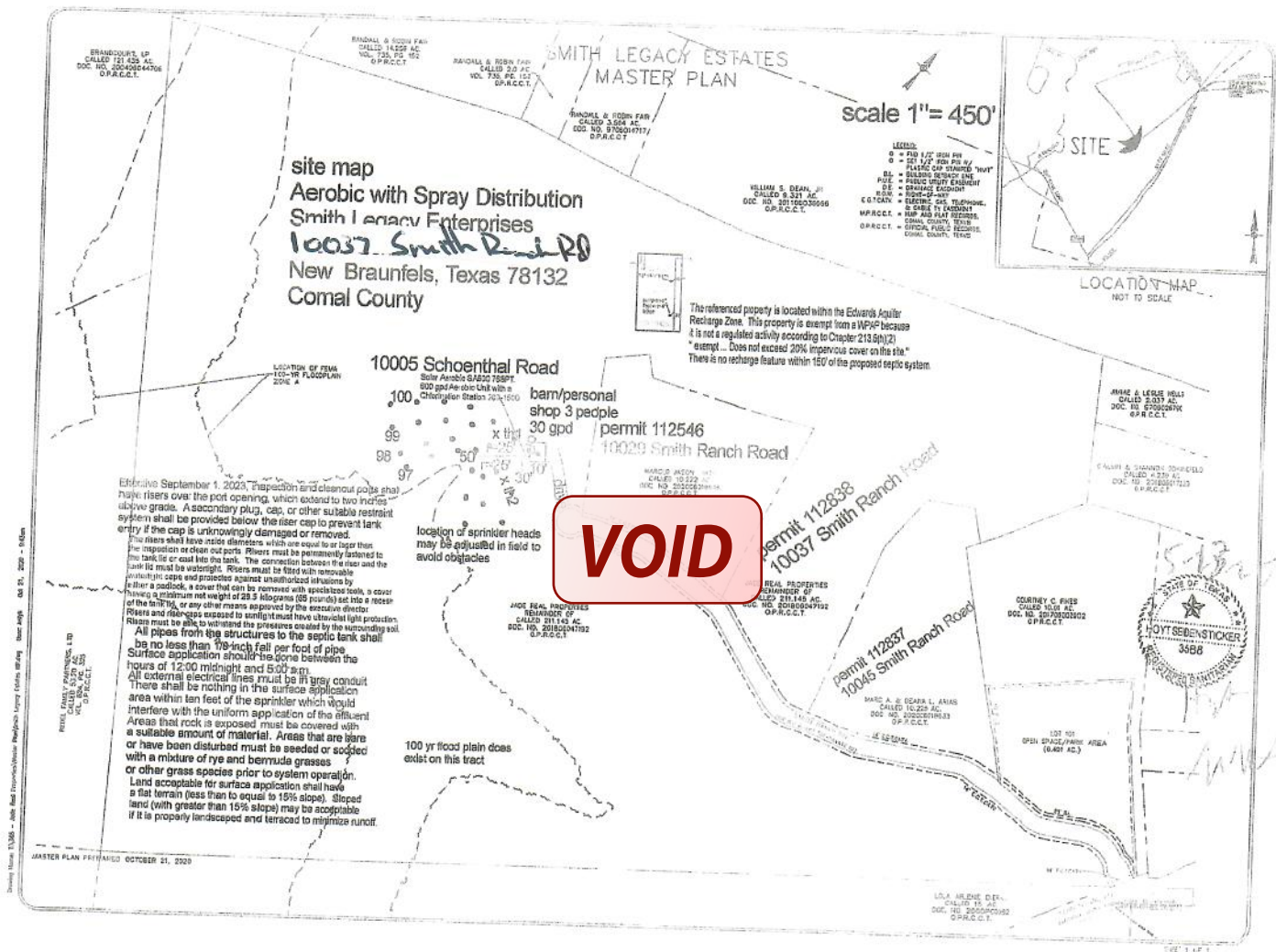
hoyt@landstewardshipservices.com

Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

VOID

REVISED
1:05 pm, Jun 13, 2025

REVISED
1:05 pm, Jun 13, 2025

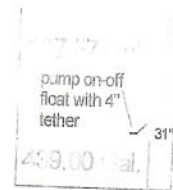


VOID

REVISED

1:05 pm, Jun 13, 2025

ADRIAN, TEXAS 78102
County



The referenced prop
Recharge Zone. Thi
it is not a regulated a
" exempt ... Does not
There is no recharge

10037 Smith Ranch Rd

Solar Aerobic SA600 768PT,
600 gpd Aerobic Unit with a
Chlorination Station 200-1500

100.

barn/personal
shop 3 people

30 gpd

permit 112546

10029 Smith Ranch R

HAROLD JASON SMITH
CALLED 10.222 AC.
DOC. NO. 202006018648
O.P.R.C.C.T.

ports shall
nches
restraint
tank

han
ined to
and the

location of sprinkler heads
may be adjusted in field to
avoid obstacles

VOID

From: [Ritzen,Brenda](#)
To: [Jason Smith](#)
Subject: RE: Permit 118647
Date: Friday, June 13, 2025 1:11:00 PM
Attachments: [image001.png](#)

Jason,

Please resubmit clear and legible copies of the planning materials that have been revised by the septic designer.

Thank you,



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

From: Jason Smith <jason@smithlegacy.com>
Sent: Thursday, June 12, 2025 2:46 PM
To: Ritzen,Brenda <rabbjr@co.comal.tx.us>
Subject: RE: Permit 118647

This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

Hope this helps

1. Recorded deed attached
2. Changed to single family residential
3. No needed with single family
4. Corrected to 24 month
5. All addresses should be corrected
6. Fingers crossed LOL

From: Ritzen,Brenda <rabbjr@co.comal.tx.us>
Sent: Thursday, June 12, 2025 12:51 PM
To: Jason Smith <jason@smithlegacy.com>
Subject: Permit 118647

From: [Ritzen,Brenda](#)
To: ["jason@smithlegacy.com"](mailto:jason@smithlegacy.com)
Subject: Permit 118647
Date: Thursday, June 12, 2025 12:51:00 PM
Attachments: [image001.png](#)

Re: Jade Real Properties
180.468 acres, 10005 Schoenthal Rd.
Application for Permit for Authorization to Construct an On-Site Sewage Facility (OSSF)

Owner / Agent :

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

- 1. ✓ Submit a copy of the recorded warranty deed for the referenced property.
- ✓ The permit application indicates this property is non-single family residential. Include the number of people on the permit application.
- ✗ Show the doubling area for the treatment and disposal systems.
- ✓ The initial maintenance contract is required to be of a duration of 2 years. The contract submitted indicates is valid only for 12 months.
- 5. This property is addressed as 10037 Smith Ranch Road. Revise the permit application, maintenance contract, and all planning materials accordingly.
- 6. Revise as needed and resubmit.

Thank you,



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

From: [Helms,Avery](#)
To: [Ritzen,Brenda](#)
Subject: FW: 10037 Smith Ranch Rd
Date: Tuesday, June 10, 2025 3:17:15 PM
Attachments: [scan.pdf](#)

Brenda,

Please see that the property owner is utilizing 10037 Smith Ranch Rd as the address for permitting.

Best,

Avery Helms

GIS Technician- Address Coordinator

Comal County

195 David Jones Dr.

New Braunfels TX, 78132

w: <https://www.cceo.org/>

e: helmsa@co.comal.tx.us

(830) 608-2090

From: Jason Smith <jason@smithlegacy.com>
Sent: Tuesday, June 10, 2025 2:50 PM
To: Helms,Avery <helmsa@co.comal.tx.us>
Cc: Jeff Jay <jajconstruction1@gmail.com>
Subject: 10037 Smith Ranch Rd

This email originated from outside of the organization.

Do not click links or open attachments unless you recognize the sender and know the content is safe.

- Comal IT

Let me know if this works for you

From: [Helms,Avery](#)
To: [Ritzen,Brenda](#)
Subject: Permit 118647
Date: Wednesday, June 4, 2025 10:15:41 AM

Brenda,

The following permit is using an address, 10005 SCHOENTHAL RD, which is an expired invalid address within Comal County. Please have the property owner complete the following to proceed with addressing:

- Address request form to have a valid address assigned

Let me know if there are any questions or you need further information is needed from me.

Best,

Avery Helms

GIS Technician- Address Coordinator

Comal County

195 David Jones Dr.

New Braunfels TX, 78132

w: <https://www.cceo.org/>

e: helmsa@co.comal.tx.us

(830) 608-2090

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

VOID

Date 5-13-25

Permit # 118647

Owner Name Jade Road Properties
Mailing Address 8165 Whisper Creek
City, State, Zip SA TX 78266
Phone # 210 849-0300
Email jason@smithlegacy.com

Agent Name Jason Smith
Agent Address Same
City, State, Zip ✓
Phone # ✓
Email ✓

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

Method: ☐ Mail ☒ Email

Subdivision Name A0183 Unit _____ Lot _____ Block _____

Acreage/Legal A183 Sur-363 M Bellardo, Acres 180.468, A 232-43 PHASE

Street Name/Address 10005 Schenck Rd City New Braunfels Zip 78132

Type of Development:

☐ Single Family Residential

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

Number of Bedrooms _____

Indicate Sq Ft of Living Area _____

☒ 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 Barn

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 Barn 1 restroom 1 sink

Estimated Cost of Construction: \$ 246,845 (Structure Only)

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

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

Source of Water ☐ Public ☒ Private Well

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

By signing this application, I certify that:

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

Signature of Owner

Date

5-13-25

Page 1 of 2

COUNTY: _____

REGULATORY AUTHORITY: _____

PERMIT #: _____

JAJ Construction Services
Aerobic Services Division
Jeff Jay - MP0001423
4 Sansom Rd.
Boerne TX 78006
(830) 336-3821/ jajmaint1@gmail.com

VOID

Customer: Smith Legacy Enterprises
Site Address: 10005 Shoarthal Rd
City, State, Zip: NE, TX. 78132
Mailing Address: _____
Email Address: Jasper@smithlegacy.com
Owner Phone: 210-849-0500

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

The effective date, if this is an initial maintenance contract, shall be the date the license to operate is issued.

- I. **General:** This Work for Hire Agreement (herein after referred to as "Agreement") is entered into by and between _____ (hereinafter referred to as "Customer") and JAJ Construction Services. By this Agreement JAJ Construction Services 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. The designed flow rate for this system is a maximum of gallons per day.
- II. **Effective Dates:** This Agreement commences on _____ and ends on _____ for a total of 12 Months. If this is an initial Agreement (new installation), the Customer will 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. **Renewal:** This Agreement shall automatically renew each at the same terms, conditions, and costs, unless either party gives notice of termination a minimum of thirty (30) days prior to end of first Agreement period. See Section IV.
- IV. **Termination of Agreement:** This Agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform to accordance with its terms, without fault or liability of the terminating party. If this Agreement is so 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. 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.
- V. **Service:** 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, with a visit to the site to be made once every 4 Months.
 - 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 necessary materials at site, any component of the OSSF to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and services costs are less than \$125.00, Customer hereby authorizes Contractor to perform the service and bill Customer for said service. When service costs are greater than \$125.00, or if Contractor does not have necessary supplies at the site, Contractor shall notify Customer of required service(s) and associated cost(s). Customer must notify Contractor of arrangements to affect repairs 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 service 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.
 - g. Water meter will be read at each inspection.
 - h. A total chlorine residual test will be conducted in the effluent tank.
- VI. **Disinfection:** Disinfection is: IS REQUIRED. The responsibility to maintain the disinfection device(s) and provide any necessary chemicals is that of the Customer JS (Initial).
- VII. **Electronic Monitoring:** Electronic Monitoring is not included in this Agreement.
- VIII. **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.
 - ii. Contractor's receipt of payment of the wastewater-monitoring fee in accordance with the terms as described in Section XIV of this Agreement.
 - b. If this is not an Initial Agreement (existing system).
 - i. Contractor's receipt of a fully executed original copy or facsimile of this Agreement and all documentation requested by Contractor.

ON-SITE SEWAGE FACILITY Soil Evaluation Report Information

VOID

Date Soil Survey Performed: 3/3/2025

Site Location: 20005 Schoenthal Rd

Name of Site Evaluator: JEFF JAY

Registration Number: DS0027755

Proposed Excavation Depth: N/A

County: Cenral

Requirements:

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

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

For subsurface disposal, soil evaluation 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 feature on the form. Indicate depths where features appear.

Soil Boring Number <u>1</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	<u>III</u>	<u>clay loam</u>	<u>N/A</u>	<u>none observed</u>	<u>Limestone 8"</u>	<u>Brown</u>
1						
2						
3						
4						
5						

Soil Boring Number <u>2</u>						
Depth (feet)	Texture Class	Soil Structure	Gravel Analysis	Drainage (Redox Features/ Water Table)	Restrictive Horizon	Observations (color, consistence)
0	<u>Same</u>	<u>VOID</u>	<u>Aban</u>			
1						
2						
3						
4						
5						

Features of Site Area

Presence of 100 year flood zone Yes ☐ No ☒

Presence of adjacent ponds, streams, water improvements Yes ☐ No ☒

Existing or proposed water well in nearby area Yes ☒ No ☐

Organized sewage service available to lot or tract Yes ☐ No ☒

Recharge feature within 150 feet Yes ☐ No ☒

By my signature, I hereby certify that the information provided in this report is based on my site observations and are accurate to the best of my ability.

I understand that any misrepresentation of the information contained in this report may be grounds to revoke or suspend my license. The site evaluation determined the site is suitable for a Aerobic disposal system with Spring treatment

According to table XIII, the site is suitable for this proposed system. A copy of Table XIII has been given to the property owner to inform them of

other alternatives based upon the result of this site evaluation

Jeff Jay
Signature of Site Evaluator

3-3-2025
Date

5/13/2025

6:58 AM

Aerobic with Spray
Distribution System**ON-SITE SEWAGE FACILITY
DESIGN CRITERIA**

Smith Legacy Enterprises, LLC

Property Information:

St. Address: 10005 Schoenthal Road

City: New Braunfels State: Texas

Zip code: 78132

VOID

Information

No. of people:

3

gallons per person

10

Water Supply:

well

Predicted Quantity of Sewage (Q)

Water Saving Devices in Barn (y/n): yes

Gallons/day (Q): 30

Greywater included (yes/no): no

Rate of Adsorption (Ra)

Application rate (g/sq. ft): 0.064

Minimum Adsorptive Area (sq. ft.): 468.75

Aerobic Unit

Required size of aerobic unit: 360 gpd

Pretreatment Tank (gallons): 378

Class 1 Aerobic Unit: Solar Air SA-600 768PT

Pump tank total capacity (gal): 768

Chlorination: Liquid installed in Tank

Pump Switch operation: Float system

Dosing cycle quantity (gals): Varied

Cycling time: night

VOID

Pump size and capacity: Schaefer E-Series 20 GPM

Supply Line from House

Length of supply line (approx. ft): 10

Type of supply line: SCH 40 PVC

Size of Supply line (in): 3 or 4

Supply Line For Spray Irrigation System

Length of supply line (approx. ft): 80

Type of supply line: SCH 40 PVC

Size of supply line (in): 1

Disposal Area per this System $\pi (25)^2 = 1962.5$ $\pi (25)^2 = 1962.5$ $=$ $=$ $=$ $=$

Total irrigated area (sq. ft.): 3925

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions.

All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker, R.S. No. 3588

Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603,

hoyt@landstewardshipservices.com



Effective Immediately: If any change(s) are made that require a revision to this design, a \$150.00 fee will be assessed. This includes, but not limited to, change(s) in the house size, number of bedrooms, location of house or one type of system to another.

5/13/2025

6:58 AM

Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY

DESIGN CRITERIA

Smith Legacy Enterprises, LLC

VOID

Head Pressure

Elevation Head:	<u>4</u>
Pressure Head:	<u>92</u>
Friction Head:	<u>3.2</u>
Total head:	<u>99.2</u>

Sprinkler Head Information

K-Rain sprinkler head PROPLUS,
low angle nozzle

No. 3 @40psi	GPM:	<u>3.1</u>
Number of sprinkler heads:		<u>2</u>
Gallons per minute:		<u>6.2</u>

A class 1 aerobic wastewater treatment unit, chlorination and spray distribution system will be designed for this location. Wastewater from the residence will flow to a pretreatment/trash tank, then to the treatment unit. Treated effluent will be disinfected by chlorination in the pump tank before being disposed of through above ground sprinkler heads. All warning systems shall be installed with the aerobic unit.

Land acceptable for surface application shall have a flat terrain (with less than or equal to 15% slope). Sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent.

Areas that rock is exposed must be covered with a suitable amount of material acceptable to the inspecting authority. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and Bermuda grasses or other grass species prior to system operation.

At every inspection a Total Chlorine Residual test must be conducted and must be a minimum acceptable test of .1 mg/l residual in Pump Tank.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker

Hoyt Seidensticker, R.S. No. 3588

5-13-25

Date

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603

hoyt@landstewardshipservices.com



5/13/2025

6:58 AM

Aerobic with Spray
Distribution System

ON-SITE SEWAGE FACILITY
DESIGN CRITERIA

Smith Legacy Enterprises, LLC

A maintenance contract for the entire system must be established at time of installation with someone holding a license to maintain the installed aerobic system.

All tanks must have inspection or cleanout ports located on the tank top over all inlet and outlet devices. Each inspection or cleanout port must be offset to allow for pumping of the tank. The ports may be configured in any manner as long as the smallest dimension of the opening is at least 12 inches, and large enough to provide for maintenance and equipment removal. All inspection and cleanout ports shall have riser over the port openings, which extend to two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed

The risers shall have inside diameters which are equal to or larger than the inspection or cleanout ports. Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or another means approved by the executive director. Risers and riser caps exposed to sunlight must have ultraviolet light protection. Risers must be able to withstand the pressures created by the surrounding soil.

All design criteria is in accordance with TCEQ, Title 30, TAC Chapter 285, Subchapter D, On-Site Sewage Facilities (Effective December 29, 2016). The above design was based on the best available information and should function properly under normal operating conditions. All changes or modifications made to design must be approved by the below signed designer.

Hoyt Seidensticker

Hoyt Seidensticker, R.S. No. 3588

Land Stewardship Services, LLC, 124 Bristow Way, Boerne, Texas 78006

Cell (210) 414-6603

hoyt@landstewardshipservices.com

Date

5-13-25



VOID

scale 1"= 450'

site map
Aerobic with Spray Distribution
Smith Legacy Enterprises
10005 Schoenthal Road
New Braunfels, Texas 78132
Comal County

LEGEND:

- = NED 1/2" IRON PIN
- = SET 1/2" IRON PIN W/
PLASTIC CAP STAMPEE "HMT"
- B.L. = BUILDING SETBACK LINE
- P.U.E. = PUBLIC UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY
- E.G.T.CATV. = ELECTRIC, GAS, TELEPHONE,
& CABLE TV EASEMENT
- M.P.R.C.C.T. = MAP AND PLAT RECORDS,
COMAL COUNTY, TEXAS
- O.P.R.C.C.T. = OFFICIAL PUBLIC RECORDS,
COMAL COUNTY, TEXAS

LOCATION ~~MAP~~
NOT TO SCALE

The referenced property is located within the Edwards Aquifer Recharge Zone. This property is exempt from a WPAP because it is not a regulated activity according to Chapter 213.5(h)(2) "exempt ... Does not exceed 20% impervious cover on the site." There is no recharge feature within 150' of the proposed septic system.

10005 Schoenthal Road

Solar Aerobic SA600 768PT,
600 gpd Aerobic Unit with a
Chlorination Station 200-1500

barn/personal
shop 3 people

permit 112546

HAROLD JASON SMITH
CALLED 10.222 AC.
DOC. NO. 202006018648
D.P.R.C.G.T.

JADE REAL PROPERTIES
REMAINDER OF
CALLED 211.145 AC.
DOC. NO. 201836047192
O.P.R.C.C.T.

11

837

mit 114
Smith

MARC A. & DEANA L. ARIAS
CALLED 10.225 AC.
DOC. NO. 202006018633
D.P.C.C.T

14' E.G.T. CATV.

COURTNEY C. FIKES
CALLED 10.01 AC.
DOC. NO. 201708002902
O.P.R.C.T.

CALVIN & SHANNON SCHONEFELD
CALLED 4.239 AC.
DOC. NO. 201806017230
C.P.R.C.C.T.

1



STATE OF...



HOYT SEIDEN

4-5-67

100


100

AREA

100

11

11



WITH A C... NEW SCENARIOS BY CLIPS

173 | (2022) 5: 4 | 174

Effective September 1, 2023, inspection and cleanout ports shall have risers over the port opening, which extend to two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed.

And risers shall have inside diameters which are equal to or larger than the inspection or clean out ports. Risers must be permanently fastened to the tank lid or cast into the tank. The connection between the riser and the tank lid must be watertight. Risers must be fitted with removable watertight caps and protected against unauthorized intrusions by either a padlock, a cover that can be removed with specialized tools, a cover having a minimum net weight of 29.5 kilograms (65 pounds) set into a recess of the tank lid, or any other means approved by the executive director. Risers and riser caps exposed to sunlight must have ultraviolet light protection. Risers must be able to withstand the pressures created by the underground gas

All pipes from the structures to the septic tank shall be no less than 7/8-inch fall per foot of pipe. Surface application should be done between the hours of 12:00 midnight and 5:00 a.m. All external electrical lines must be in gray conduit. There shall be nothing in the surface application area within ten feet of the sprinkler which would interfere with the uniform application of the effluent. Areas that rock is exposed must be covered with a suitable amount of material. Areas that are bare or have been disturbed must be seeded or sodded with a mixture of rye and bermuda grasses or other grass species prior to system operation. Land acceptable for surface application shall have a flat terrain (less than to equal to 15% slope), sloped land (with greater than 15% slope) may be acceptable if it is properly landscaped and terraced to minimize runoff.

100 yr flood plain does exist on this tract

MASTER PLAN PREPARED OCTOBER 21, 2020

SHEET 1 OF 1

Drawing Name: T:\365 - Jude Real Properties\Master Plan\Smith Legacy Estates MP.dwg User: kadyk Oct 21, 2020 - 9:45am

admirals, TEXAS 76102
County

VOID

187.57 Gal.

pump on-off
float with 4"
tether

31"

439.00 Gal.

The referenced prop
Recharge Zone. Thi
it is not a regulated a
" exempt ... Does not
There is no recharge

10005 Schoenthal Road

Solar Aerobic SA600 768PT,
600 gpd Aerobic Unit with a
Chlorination Station 200-1500

100.

barn/personal
shop 3 people

30 gpd

permit 112546

10029 Smith Ranch R



HAROLD JASON SMITH
CALLED 10.222 AC.
DOC. NO. 202006018648
O.P.R.C.C.T.

VOID

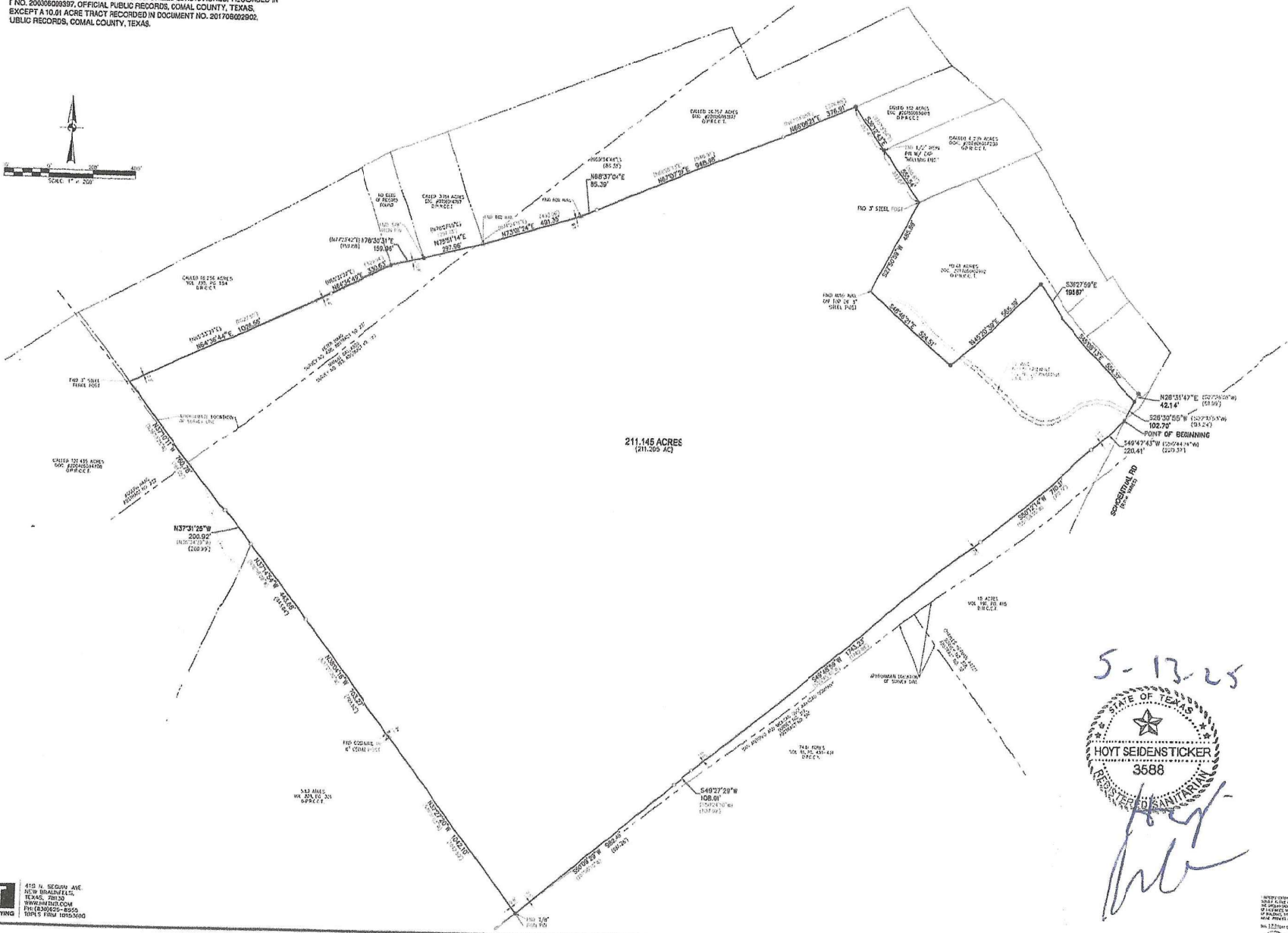
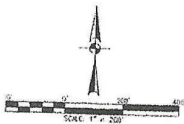
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drive

location of sprinkler heads
may be adjusted in field to
avoid obstacles

14' E.G.T.CATV.

RETRACT OF LAND OUT OF THE MANUEL GALLARDO SURVEY NO. 313, ABSTRACT NO. 438, ABSTRACT NO. 232, COMAL COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CALLED 221.215 ACRES, RECORDED IN F NO. 20000609397, OFFICIAL PUBLIC RECORDS, COMAL COUNTY, TEXAS, EXCEPT A 10.61 ACRE TRACT RECORDED IN DOCUMENT NO. 201708022902, UBLIC RECORDS, COMAL COUNTY, TEXAS.



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5-13-25

STATE OF TEXAS

HOYT SEIDENSTICKER

3588

[Signature]



HOYT SEIDENSTICKER

3588

[Signature]

AT SURVEYING

415 N. SEGUNO AVE.

NEW BRUNSWICK, TEXAS 78050

WWW.AT-SURVEYING.COM

PH: (830) 620-8555

FAX: (830) 620-8555

100% SURETY

RECEIVED

By Brenda Ritzen at 12:55 pm, Jun 13, 2025

New Braunfels Title Co.

G.F. #

0871638 KB

201806047192 12/11/2018 01:13:21 PM 1/6

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.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Effective Date: December 10, 2018

Grantor: BRANDCOURT, LP, a Texas family limited partnership
8915 Bat Cave Loop Road
San Antonio, TX 78266

Grantee: JaDe Real Properties, LLC, a Texas limited liability company
8165 Whisper Oak
San Antonio, TX 78266-4411

Consideration: Cash and a note executed by Grantee and payable to the order of CAPITAL FARM CREDIT, FLCA in the principal amount of Three Million Eight Hundred Twenty Thousand and NO/100 Dollars (\$3,820,000.00) (the "Note"). The Note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of CAPITAL FARM CREDIT, FLCA and by a first lien deed of trust from Grantee to Ben R. Novosad, Trustee.

Property (including any improvements): Being a 211.145 acre tract of land out of the Manual Gallardo Survey No. 363, Abstract No. 183, and the Peter Haag Survey No. 438, Abstract No. 232, Comal County, Texas, and being more particularly described by metes and bounds in *Exhibit "A"* attached hereto and made a part hereof.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: The following outstanding pre-existing rights, title and interests relating to the Property to which Grantor's ownership is also subject: Liens described as part of the Consideration; standby fees, taxes and assessments by any taxing authority for the year 2019 and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing exceptions described in Schedule B of the Owner Policy for Title Insurance issued to Grantee as part of this transaction; and any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or protrusions or any overlapping of improvements.

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By Brenda Ritzen at 12:55 pm, Jun 13, 2025

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 successors or assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and Exceptions to Conveyance and Warranty.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the Property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions, drainage or other conditions existing at the Property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the Property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

CAPITAL FARM CREDIT, FLCA, at Grantee's request, has paid in cash to Grantor the sum of \$2,868,774.70 out of the proceeds of the Note as a portion of the purchase price of the Property. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of CAPITAL FARM CREDIT, FLCA to the extent of \$2,868,774.70 and are transferred to CAPITAL FARM CREDIT, FLCA, without recourse against Grantor.

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

BRANDCOURT, LP, a Texas
family limited partnership
By Cowsert Ranches, LLC,
its General Partner

By: Robert W. Cowsert, Jr.
Name: Robert W. Cowsert, Jr.
Title: President and Member

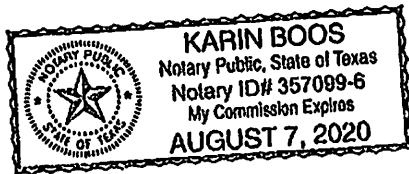
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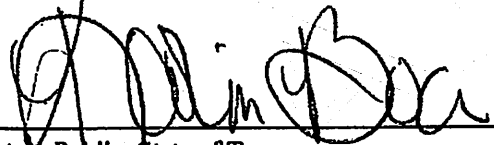
By Brenda Ritzen at 12:55 pm, Jun 13, 2025

THE STATE OF TEXAS §

COUNTY OF COMAL §

This instrument was acknowledged before me on December 10, 2018, by ROBERT W. COWSERT, JR., President and Member of Cowsert Ranches, LLC, a Texas limited liability company, the General Partner of BRANDCOURT, LP, a Texas family limited partnership, on behalf of same and in the capacity herein stated.




Notary Public, State of Texas

RECEIVED

By Brenda Ritzen at 12:55 pm, Jun 13, 2025



410 N. Saguin Ave.
New Braunfels, TX 78130
HMTNS.COM
830.625.8555 • FAX: 830.625.8556
TQPLS FIRM 10153600

**METES AND BOUNDS DESCRIPTION
FOR A**

211.145 ACRE TRACT OF LAND

Being a 211.145 acre tract of land out of the Manual Gallardo Survey No. 363, Abstract No. 183, and the Peter Haag Survey No. 438, Abstract No. 232, Comal County, Texas, and being a portion of a tract of land called 221.215 acres, described in Document No. 200306009397, Official Public Records, Comal County, Texas, SAVE and EXCEPT a 10.01 acre tract, recorded in Document No. 201706002902, recorded in Official Public Records, Comal County, Texas, said 211.145 acre tract of land being more particularly described as follows:

BEGINNING at a 1/2" Iron pin (with cap stamped "Kolodzie") found in the Westerly right-of-way of Schoenthal Road for a corner of the herein described 211.145 acre tract, same being the Northernmost corner of a called 15.00 acre tract described in Volume 191, Page 415, Deed Records, Comal County, Texas;

THENCE with the Southeasterly line of said 211.145 acre tract the following 4 (four) calls:

1. S 49°47'43" W a distance of 220.41 feet to a 1/2" Iron pin (with cap stamped "HMT") set for a corner in the Northwesterly line of said 15.00 acre tract;
2. S 50°12'14" W a distance of 710.31 feet to a 1/2" Iron pin (with cap stamped "HMT") set;
3. S 49°48'59" W a distance of 1743.23 feet to a 1/2" Iron pin (with cap stamped "HMT") set;
4. S 49°27'29" W a distance of 108.01 feet to a 1/2" Iron pin (with cap stamped "HMT") set;

THENCE S 50°09'29" W a distance of 982.46 feet to a 3/8" Iron pin found for the South corner of said 211.145 acre tract, same being the East corner of a called 53.2 acre tract, described in Volume 824, Page 325, Official Public Records, Comal County, Texas;

THENCE with the Southwesterly line of said 211.145 acre tract, same being the Northeasterly line of said 53.2 acre tract, the following 3 (three) calls:

1. N 37°27'20" W a distance of 1042.10 feet to a 60D nail found in a 6" cedar fence post;
2. N 38°04'16" W a distance of 703.27 feet to a 1/2" Iron pin (with cap stamped "HMT") set;
3. N 37°14'54" W a distance of 443.68 feet to a 1/2" Iron pin (with cap stamped "HMT") set, same being the Northernmost corner of said 53.2 acre tract and the East corner of a called 121.435 acre tract recorded in Document No. 200406044706, Official Public Records, Comal County, Texas ;

THENCE along the Southwesterly line of said 211.145 acre tract, same being the Northeasterly line of a said 121.435 acre tract, the following 2 (two) calls:

1. N 37°31'25" W a distance of 200.92 feet to a 1/2" Iron pin (with cap stamped "HMT") set;
2. N 37°10'11" W a distance of 760.78 feet to a 3" Steel post found for the West corner of said 211.145 acre tract, same being the South corner of a called 16.2556 acres, described in Volume 735, Page 154, Deed Records, Comal County, Texas;

THENCE along the Northwesterly line of said 211.145 acre tract, same being the Southeasterly line of said 16.256 acre tract, the following 3 (three) calls:

1. N 64°36'44" E a distance of 1026.56 feet to a 1/2" Iron pin (with cap stamped "HMT") set;
2. N 64°34'49" E a distance of 330.63 feet to a 1/2" Iron pin (with cap stamped "Kolodzie") found;

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By Brenda Ritzen at 12:55 pm, Jun 13, 2025

3. N 76°30'31" E a distance of 159.96 feet to a 3/8" Iron pin found for the Southeast corner of said 16.256 acre tract, same being the Southwest corner of a called 3.754 acre tract described in Document No. 9706014717, Official Public Records, Comal County, Texas;

THENCE along the Northwesterly line of said 211.145 acre tract, same being the Southeasterly line of said 3.754 acre tract, N 75°51'14" E a distance of 297.96 feet to a 60D nail found for the Southeast corner of said 3.754 acre tract, same being the Southwest corner of a called 26.357 acre tract described in Document No. 201106013177, Official Public Records, Comal County, Texas;

THENCE with the Northwesterly line of said 211.145 acre tract, same being the Southeasterly line of said 26.357 acre tract, the following 4 (four) calls:

1. N 73°01'24" E a distance of 491.35 feet to a 60D nail found;
2. N 68°37'04" E a distance of 85.39 feet to a 1/2" Iron pin (with cap stamped "HMT") set;
3. N 67°07'29" E a distance of 948.98 feet to a 1/2" Iron pin (with cap stamped "HMT") set;
4. N 66°06'21" E a distance of 376.91 feet to a 1/2" Iron pin (with cap stamped "Kolodzie") found for the North corner of said 211.145 acre tract, same being the West corner of a called 1.02 acre tract, described in Document No. 201506030418, Official Public Records, Comal County, Texas;

THENCE S 36°12'43" E passing at a distance of 252.47 feet a 1/2" Iron pin (with cap stamped "Hollmig Eng") found for the Southwest corner of said 1.02 acre tract, same being the Northwest corner of a called 4.239 acre tract, described in Document No. 201806017230, Official Public Records, Comal County, Texas, and continuing in all a distance of 555.54 feet to a 3" steel fence post found for the Southwest corner of said 4.239 acre tract, same being an angle point of a called 10.01 acre tract, described in Document No. 201706002902, Official Public Records, Comal County, Texas;

THENCE with the common lines of said 211.145 acre tract and said 10.01 acre tract the following 5 (five) calls:

1. S 27°50'59" W a distance of 485.89 feet to a mag nail on top of a 3" steel post found;
2. S 48°46'21" E a distance of 524.51 feet to a 1/2" Iron pin (with cap stamped "HMT") found;
3. N 45°20'39" E a distance of 565.39 feet to a 1/2" Iron pin (with cap stamped "HMT") found;
4. S 36°27'59" E a distance of 195.87 feet to a 1/2" Iron pin (with cap stamped "HMT") found;
5. S 45°08'13" E a distance of 554.37 feet to a 1/2" Iron pin found in the Westerly right-of-way of Schoenthal Road for the Easternmost corner of said 211.145 acre tract, same being the Southernmost corner of said 10.01 acre tract, from which a 1/2" Iron pin (with cap stamped "Kolodzie") found for Easternmost corner of said 10.01 acre tract bears N 26°31'47" E a distance of 42.14 feet;

THENCE with the Westerly right-of-way of Schoenthal Road, S 26°30'55" W a distance of 102.70 feet to the POINT OF BEGINNING and containing 211.145 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

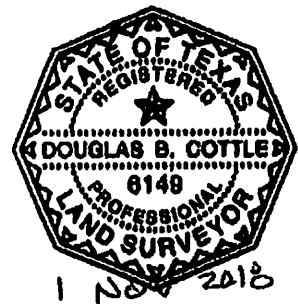
Surveyed this the 17th day of October, 2018.

Reference survey of said 211.145 acre tract of land prepared this same date.


Douglas B. Cottle

Registered Professional Land Surveyor No. 6149

S:\Projects\Title Surveys\Gallardo, Manuel\211.205 ac - 10005 Schoenthal Rd\18-1005 Bndy\MBV211.145 ac.docx



RECEIVED

By Brenda Ritzen at 12:55 pm, Jun 13, 2025

After Recording return to:

New Braunfels Title Company

243 S. Seguin Ave

New Braunfels, TX 78130

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
12/11/2018 01:13:21 PM
TERRI 6 Pages(s)
201806047192



Bobbie Koepp

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New Braunfels Title Co.

G.F.# NBT-1094-202045

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.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Date: May 20 2020

Grantor: SMITH LEGACY ENTERPRISES, LLC, a Texas limited liability company, formerly known as JaDe Real Properties, LLC, a Texas limited liability company

Grantor's Mailing Address: 8165 Whisper Oak
San Antonio, Texas 78266

Grantee: HAROLD JASON SMITH

Grantee's Mailing Address: 10307 Rinder Farm Ct.
New Braunfels, Texas 78132

Consideration: Cash and a note of even date executed by Grantee and payable to the order of CAPITAL FARM CREDIT, FLCA, in the principal amount of EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$87,500.00). The note is secured by a first and superior vendor's lien, an owelty lien, and superior title retained in this deed in favor of CAPITAL FARM CREDIT, FLCA and by a first-lien deed of trust of even date from Grantee to BEN R. NOVOSAD, Trustee.

Property (including any improvements):

Being Tract 3, a 10.222 acre tract located in the Manuel Gallardo Survey No. 363, Abstract No. 183, Comal County, Texas, being a portion of a called 211.145 acre tract, described in Document No. 201806047192, Official Public Records, Comal County, Texas, and being more particularly described by metes and bounds in attached **Exhibit "A"** attached hereto and made a part hereof for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all conditions, restrictions and easements of record, if any, affecting the property, if in force, recorded in the office of the County Clerk of Comal County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and

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Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Ad valorem taxes for the current year have been prorated as of the date of closing hereof, and payment thereof is assumed by Grantee.

The vendor's lien and owelty lien against, and superior title to, the Property are retained until the note described is fully paid according to its terms, at which time this deed becomes absolute.

CAPITAL FARM CREDIT, FLCA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note described. The vendor's lien, owelty lien, and superior title to the Property are retained for the benefit of, and are transferred to, CAPITAL FARM CREDIT, FLCA, without recourse on Grantor.

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

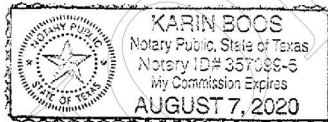
GRANTOR:

SMITH LEGACY ENTERPRISES, LLC,
a Texas limited liability company

By: Harold L. Smith
Printed Name: Harold L. Smith
Title: Manager

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on the 20 day of May, 2020, by Harold L. Smith, as Manager on behalf of SMITH LEGACY ENTERPRISES, LLC, a Texas limited liability company.



Karin Boos
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Mr. Harold Jason Smith
10307 Rinder Farm Ct.
New Braunfels, Texas 78132

PREPARED IN THE LAW OFFICES OF:

Pazouki & Arambula, LLP
17115 San Pedro Avenue, Suite 330
San Antonio, Texas 78232

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EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
FOR A 10.222 ACRE TRACT
TRACT 3

Being Tract 3, a 10.222 acre tract located in the Manuel Gallardo Survey No. 363, Abstract No. 183, being a portion of a called 211.145 acre tract, described in Document No. 201806047192, Official Public Records, Comal County, Texas, said Tract 3 being more particularly described as follows:

COMMENCING at a mag nail on top of a 3" steel post found for the West corner of a 10.01 acre tract, described in Document No. 201706002902, Official Public Records, Comal County, Texas, same being an interior corner of said 211.145 acre tract;

THENCE with the common line of said 211.145 acre tract and said 10.01 acre tract, N 27°50'59" E, a distance of 51.39 feet to a 1/2" iron pin (with cap stamped "HMT") set for a corner of Tract 1;

THENCE with the common line of said Tract 1 and Tract 2, N 48°46'21" W, a distance of 250.64 feet to a 1/2" iron pin (with cap stamped "HMT") set for the north corner of said Tract 2;

THENCE with north line of said Tract 2, S 64°40'03" W, a distance of 627.07 feet to a 1/2" iron pin (with cap stamped "HMT") set for the west corner of said Tract 2, same being the north corner and POINT OF BEGINNING of the herein described Tract 3;

THENCE with the west line of said Tract 2, S 14°13'25" E, a distance of 728.59 feet to a 1/2" iron pin (with cap stamped "HMT") set for the southwest corner of said Tract 2, same being the east corner of the herein described Tract 3;

THENCE with the north line of a Smith Ranch Road (not recorded at time of survey), the following 6 calls:

1. Along a curve to the left, with an arc length of 8.98 feet, a radius of 184.00 feet, and a chord bearing of S 88°38'35" W, a distance of 8.98 feet to a point for a corner of the herein described Tract 3;
2. S 87°14'40" W, a distance of 312.38 feet to a point for a corner of the herein described Tract 3;
3. Along a curve to the left, with an arc length of 51.53 feet, a radius of 184.00 feet, and a chord bearing of S 79°13'19" W, a distance of 51.36 feet to a point for a corner of the herein described Tract 3;
4. S 71°11'57" W, a distance of 166.00 feet to a point for a corner of the herein described Tract 3;
5. Along a curve to the left, with an arc length of 31.95 feet, a radius of 184.00 feet, and a chord bearing of S 66°13'30" W, a distance of 31.91 feet to point for a corner of the herein described Tract 3;
6. S 61°15'03" W, a distance of 43.85 feet to a 1/2" iron pin (with cap stamped "HMT") set for the south corner of the herein described Tract 3;

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THENCE over and across said 211.145 acre tract, the following 5 calls:

1. N 33°40'18" W, a distance of 599.55 feet to a 1/2" iron pin (with cap stamped "HMT") set for the west corner of the herein described Tract 3;
2. N 43°23'09" E, a distance of 164.55 feet to point for a corner of the herein described Tract 3;
3. S 48°32'55" E, a distance of 88.70 feet to a point for an interior corner of the herein described Tract 3;
4. N 66°12'10" E, a distance of 374.11 feet to a point;
5. N 64°41'06" E, a distance of 252.02 feet to the POINT OF BEGINNING and containing 10.222 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
05/20/2020 04:27:27 PM
JESSICA 4 Pages(s)
202006018648



Bobbie Koepf

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COPY**

New Braunfels Title Co.
G.F.# X1BT-1090-2020 KB

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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.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Date: May 20 2020

Grantor: SMITH LEGACY ENTERPRISES, LLC, a Texas limited liability company, formerly known as JaDe Real Properties, LLC, a Texas limited liability company

Grantor's Mailing Address: 8165 Whisper Oak
San Antonio, Texas 78266

Grantee: DEANA L. ARIAS

Grantee's Mailing Address: 10306 Rinder Farm Ct.
New Braunfels, Texas 78132

Consideration: Cash and a note of even date executed by Grantee and payable to the order of CAPITAL FARM CREDIT, FLCA, in the principal amount of EIGHTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$87,500.00). The note is secured by a first and superior vendor's lien, an owelty lien, and superior title retained in this deed in favor of CAPITAL FARM CREDIT, FLCA and by a first-lien deed of trust of even date from Grantee to BEN R. NOVOSAD, Trustee.

Property (including any improvements):

Being Tract 1, a 10.225 acre tract located in the Manuel Gallardo Survey No. 363, Abstract No. 183, Comal County, being a portion of a called 211.145 acre tract, described in Document No. 201806047192, Official Public Records, Comal County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all conditions, restrictions and easements of record, if any, affecting the property, if in force, recorded in the office of the County Clerk of Comal County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and

**CCEO
COPY**

Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Ad valorem taxes for the current year have been prorated as of the date of closing hereof, and payment thereof is assumed by Grantee.

The vendor's lien and owelty lien against, and superior title to, the Property are retained until the note described is fully paid according to its terms, at which time this deed becomes absolute.

CAPITAL FARM CREDIT, FLCA, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note described. The vendor's lien, owelty lien, and superior title to the Property are retained for the benefit of, and are transferred to, CAPITAL FARM CREDIT, FLCA, without recourse on Grantor.

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

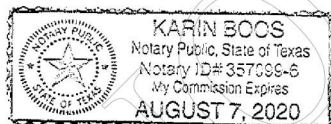
GRANTOR:

SMITH LEGACY ENTERPRISES, LLC,
a Texas limited liability company

By: [Signature]
Printed Name: Harold L. Smith
Title: Manager

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on the 20 day of May, 2020, by Harold L. Smith as Manager on behalf of SMITH LEGACY ENTERPRISES, LLC, a Texas limited liability company.



[Signature]
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Ms. Deana L. Arias
10306 Rinder Farm Ct.
New Braunfels, Texas 78132

PREPARED IN THE LAW OFFICES OF:

Pazouki & Arambula, LLP
17115 San Pedro Avenue, Suite 330
San Antonio, Texas 78232

CCEO
COPY

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION
FOR A 10.225 ACRE TRACT
TRACT 1

Being Tract 1, a 10.225 acre tract located in the Manuel Gallardo Survey No. 363, Abstract No. 183, being a portion of a called 211.145 acre tract, described in Document No. 201806047192, Official Public Records, Comal County, Texas, said Tract 1 being more particularly described as follows:

BEGINNING at a mag nail on top of a 3" steel post found for the West corner of a 10.01 acre tract, described in Document No. 201706002902, Official Public Records, Comal County, Texas, same being an interior corner of said 211.145 acre tract;

THENCE with the common line of said 211.145 acre tract and said 10.01 acre tract and the herein described Tract 1, S 48°46'21" E, passing at a distance of 524.51 feet a 1/2" iron pin (with cap stamped "HMT") found for the south corner of said 10.01 acre tract, and continuing a total distance of 892.69 feet to a 1/2" iron pin (with cap stamped "HMT") set being the south corner of a 7.02 acre tract (not recorded at time of survey), for the east corner of the herein described Tract 1;

THENCE with the north line of Smith Ranch Road (not recorded at time of survey), the following S calls:

1. S 86°48'15" W, a distance of 84.88 feet to a point for a corner of the herein described Tract 1;
2. Along a curve to the left, with an arc length of 89.84 feet, a radius of 184.00 feet, and a chord bearing S 72°49'02" W, a distance of 88.95 feet to a point for a corner of the herein described Tract 1;
3. S 58°49'48" W a distance of 367.60 feet to a point for a corner of the herein described Tract 1;
4. Along a curve to the right, with an arc length of 30.79 feet, a radius of 124 feet, and a chord bearing S 65°56'37" W, a distance of 30.71 feet to a point for a corner of the herein described tract 1;
5. S 73°03'27", 196.22 feet to a 1/2" iron pin (with cap stamped "HMT") set being the southeast corner of Tract 2, same being the south corner of the herein described Tract 1;

THENCE departing the north line of said Smith Ranch Road, with the east line of said Tract 2, the following 3 calls:

1. N 17°18'06" W, a distance of 700.00 feet to a 1/2" iron pin (with cap stamped "HMT") set for an interior corner of said of Tract 2, same being a corner of the herein described Tract 1;
2. N 01°12'24" E a distance of 244.28 feet to a mag spike in rock set for an interior corner of said Tract 2, same being a corner of the herein described tract 1;
3. N 57°25'08" E a distance of 185.00 feet to a 1/2" iron pin (with cap stamped "HMT") set for a corner of said Tract 2, same being a corner of the herein described Tract 1;

THENCE departing the east line of said Tract 2, across said 211.145 acre tract, S 48°46'21" E, a distance of 132.67 feet to a 1/2" iron pin (with cap stamped "HMT") set for a corner of the herein described Tract 1;

THENCE with the common line of said 211.145 acre tract, and said 10.01 acre tract, S 27°50'59" W, a distance of 51.39 feet to the POINT OF BEGINNING and containing 10.225 acres of land in Comal County, Texas.

Bearings shown hereon are based on the Texas Coordinate System, South Central Zone (4204), NAD 83.

General Warranty Deed with Vendor's Lien
Page 3 of 3

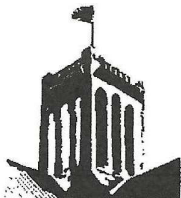
Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/20/2020 04:20:12 PM
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Bobbie Koepp

RECEIVED

By Kathy Griffin at 9:14 am, May 20, 2025



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

		118647
Date Received	Initials	Permit Number

Instructions:

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

OSSF Permit

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

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


Signature of Applicant

5-13-25
Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION
___ (Missing Items Circled, Application Refeused)