

## **Preliminary Field Check For Drip Systems**

**From:** [Ritzen,Brenda](#)  
**To:** ["cindy@cindymooreseells.com"](#); ["lynettebsmith@ymail.com"](#); [Maria Oranday](#)  
**Subject:** Permit 118701  
**Date:** Tuesday, June 17, 2025 4:17:00 PM  
**Attachments:** [image001.png](#)

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**Re: Dorothy Lynette Babitzke Smith**  
**Ramble Ridge Lot 90**  
**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:**

- ✓ **As per Table 10, sewer pipe under sidewalk must be sleeved.**
- 2. A preliminary inspection is scheduled for tomorrow. Additional comments may be necessary when complete.**
- 3. 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](http://www.cceo.org)



**COMAL COUNTY**  
ENGINEER'S OFFICE

## ON-SITE SEWAGE FACILITY APPLICATION

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

Date 5/19/2025

Permit Number 118101

## 1. APPLICANT / AGENT INFORMATION

Owner Name	Dorothy Lynette Balitzke Smith	Agent Name	Maria Oranday
Mailing Address	100 Honeycomb Mesa	Agent Address	15008 Canterbury Rd
City, State, Zip	Leander, TX 78641	City, State, Zip	Spring Branch Tx, 78070
Phone #	512-921-6370	Phone #	210.823.3477
Email	Cindy@cindymooreseells.com	Email	hillcountryseptics@gmail.com

2. LOCATION → *lynnettebsmith@yahoo.com* ✓

Subdivision Name Canyon Lake Hills Unit 5 Lot 2105R Block \_\_\_\_\_  
Survey Name / Abstract Number \_\_\_\_\_ Acreage \_\_\_\_\_  
Address 2230 STAGECOACH DR City CANYON LAKE State TX Zip 78133

### 3. TYPE OF DEVELOPMENT

☒ Single Family ResidentialType of Construction (House, Mobile, RV, Etc.) House

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1,872

☐ Non-Single Family Residential

(Planning materials must show adequate land area for doubling the required land needed for treatment units and disposal area)

Type of Facility \_\_\_\_\_

Offices, Factories, Churches, Schools, Parks, Etc. - Indicate Number Of Occupants

Restaurants, Lounges, Theaters - Indicate Number of Seats

Hotel, Motel, Hospital, Nursing Home - Indicate Number of Beds

Travel Trailer/RV Parks - Indicate Number of Spaces

Miscellaneous

Estimated Cost of Construction: \$ (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well ☐ Rainwater

#### 4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Signature of Owner

5/19/2025

Date



Planning Materials & Site Evaluation as Required Completed By Frank Oranday

System Description Aerobic treatment W/ Drip tubing irrigation

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

Tank Size(s) (Gallons) 600 gpd Absorption/Application Area (Sq Ft) 1,200 required

Gallons Per Day (As Per TCEQ Table III) 240

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

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

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

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

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

Is there at least one acre per single family dwelling as per 285.40(c)(1)? ☐ Yes ☒ No

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

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

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

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

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

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

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

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

If yes, indicate the city: \_\_\_\_\_

By signing this application, I certify that:

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

  
Signature of Designer

5/9/25  
Date



1/0

COUNTY OF COMAL  
STATE OF TEXAS



202506015370 05/23/2025 01:15:30 PM 1/1

**AFFIDAVIT TO THE PUBLIC**

**CERTIFICATION OF OSSF REQUIRING MAINTENANCE**

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

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

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code § 285.91 (12) will be installed on the property described as (insert legal description): 2105R Canyon Lake Hills, Unit 5

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

Dorothy Lynette Babitzke Smith

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

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

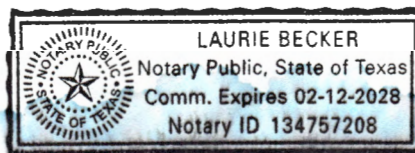
WITNESS BY HAND(S) ON THIS 19 DAY OF May, 2025

Dorothy Lynette Babitzke Smith  
Owner(s) signature(s)

Dorothy Lynette Babitzke Smith  
(PRINTED NAME)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 19 DAY OF May, 2025

Laurie Becker  
Notary Public, State of Texas  
Notary's Printed Name: Laurie Becker  
My Commission Expires: 02/12/2028



Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
05/23/2025 01:15:30 PM  
TAMMY 1 Page(s)  
202506015370



Bobbie Koepp

## WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

**Permit/License Number** \_\_\_\_\_  
**Customer** Dorothy Lynette Babitzke  
**Site Address** 2230 Stagecoach Dr  
**City** Canyon Lake **Zip** TX 78133  
**Mailing Address** \_\_\_\_\_  
**County** Comal **Map #** \_\_\_\_\_  
**Phone** 512.921.6370  
**Email** lynettebsmith@ymail.com

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

### **II. Effective Date:**

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

### **III. Termination of Agreement:**

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

### **IV. Services:**

#### **Contractor will:**

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

### **V. Disinfection:**

LS.

RC



Customer's Initials

Contractor's Initials



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

**VI. Electronic Monitoring:**

Electronic Monitoring is not included in this Agreement.

**VII. Performance of Agreement:**

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

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

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

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

**VIII. Customer's Responsibilities:**

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

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

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

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

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

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

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

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

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

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

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

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

**IX. Access by Contractor:**

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

**X. Limit of Liability:**

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

**XI. Indemnification:**

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

LS.

Customer's Initials



RC

Contractor's Initials



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

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

**XII. Severability:**

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

**XIII. Fee for Services:**

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

**XIV. Payment:**

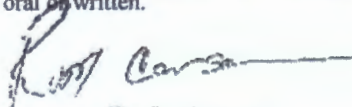
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

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

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

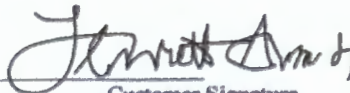
**XVI. Entire Agreement:**

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



Rudy Carson

Block Creek Aerobic Services, LLC,  
Contractor  
MP# 0002036



Customer Signature

Date 5/6/25

LS.

Customer's Initials



RC

Contractor's Initials





## OSSF SOIL EVALUATION REPORT

Date: 5/29/25

**Applicant Information:**

Name: Dorothy Lynette Babitzke

Address: 2230 Stagecoach Dr

City, State, & Zip Code: Canyon Lake, Tx 78133

Email: lynettebsmith@ymail.com

**Site Evaluator Information:**

Name: Frank Oranday

Address: PO box 754

City, State, & Zip: Spring Branch TX, 78070

Phone: 210.510.8996

Email: frankoranday@gmail.com

**Property Location:**

Additional Info: Comal County

Depth	Texture Class	Soil Texture	Structure (for Class III- blocky, platy or massive)	Drainage	Restrictive Horizon	Observation
Soil Boring #1 12"	III	0-12" Clay Loam 12"+ limestone	Blocky	<30% gravel		Bedrock
Soil Boring #1 12"	III	Same as above				

### FEATURES OF SITE AREA

Presence of 100-year flood zone: NO

Existing or proposed water well in nearby area: NO

Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO

Organized sewage service available to lot: NO

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

Site Evaluator:

NAME: Frank Oranday

License No.: OS-0035274 Exp: 3/31/2026

TDH:

Signature:

## DESIGN SPECIFICATIONS

**2230 Stagecoach Dr  
Canyon Lake Tx 78133**

Application Rate (Ra): .2

OSSF is designed for: 3 BR. home (1,872 Sq. Ft.)

Wastewater Usage: 240 gal./day

An aerobic treatment system/ with drip tubing irrigation is to be utilized based on the site evaluation

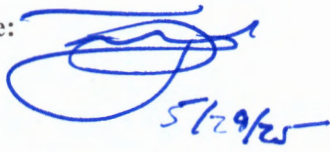
1,200 sq. ft. absorptive area required

600-gpd aerobic tank required

Calculations: Absorption Area:  $Q/Ra = 240 \text{ gpd} / .2 = 1,200 \text{ sq. ft required} / 2 \text{ sq.ft/l.f} = 600 \text{ l.f required of tubing}$

**Frank Oranday, R.S.**

Signature:



AEROBIC TREATMENT- DRIP TUBING SYSTEM  
SITE ADDRESS: 2230 Stagecoach Dr

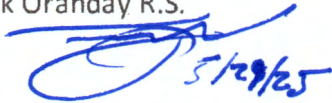
**LANDSCAPING/ VEGETATION PLAN:**

The site of installation consists of a suitable topography for the proposed system and furthermore is comprised of cedar trees and low-level grass plants.

**VEGETATION ESTABLISHMENT:**

The distribution area will be established by spreading native grass seed over the covered drip field, otherwise sodded. Immediately after seed dispersal or sodding, it is the responsibility of contractor or Homeowner to water the area to promote rapid growth and stabilization.

Frank Oranday R.S.



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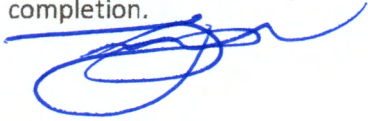
AEROBIC TREATMENT DRIP TUBING SYSTEM  
DESIGNED FOR: Dorothy Lynette Babitzke  
SITE ADDRESS: 2230 Stagecoach Dr

**LANDSCAPING:**

The site of installation will include a 3 BR. Home (1,872 Sq.ft) to be treated by a proposed aerobic treatment plant utilizing drip irrigation tubing as the most suitable system for the underlying soil.

**PROPOSED SYSTEM:**

A 3" or 4" SCH 40 PVC pipe discharges from the residence into a 600 gal/day aerobic treatment plant containing a 353 gallon pretreatment tank and a 768 gallon pump chamber. The pump is activated by a time controller allowing the distribution 10 times per day with an 8 minute run time with the float set to pump 240 gallons per day. A high level audible and visual alarm will activate should the pump fail. Distribution from the pump is through a self-flushing 100 Mesh Spin filter and subsequently through a 1" SCH 40 manifold allowing effluent distribution to 900 l.f. of drip tubing lines spaced 2ft. apart with .61" emitters set every two feet. A pressure gauge will be installed on the pump tank side for the flush line manifold and shall maintain a pressure of at least 25 PSI and a maximum of 45 PSI. A 1" SCH 40 return line will flush each cycle back to the pump tank. Vacuum breakers will be installed at the highest point of the drip field for the supply and flush manifold to prevent siphoning. Drip field will be scarified before laying drip lines then covered with a minimum 6" of Class II or III soil. Seeding or sod will be added upon completion.



**REVISED**

11:24 am, Jun 18, 2025

**-INSTALL 3" or 4" SCH40  
PVC TO TANK**

**-INSTALL VACUUM  
BREAKER AT HIGHEST POINT  
ON FLUSH AND SUPPLY LINE**

DOROTHY LYNETTE B. SMITH  
2230 STAGECOACH DR.  
CANYON LAKE TEXAS, 78133  
CANYON LAKE HILLS, UNIT 5  
LOT 2105R  
COMAL COUNTY

SCALE: 1"=20'

123.1'

5' UTILITY ESM'T.

**NOTE**

SEWER LINE WILL BE OR SLEEVED IN 6" SCH 40 PVC WHEN CROSSING SIDEWALK & 5' BEYOND. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285, TABLE 10 AND SHALL COMPLY WITH TAC CHAPTER 290.

PUMP & CRUSH

31'

6'

5'

SIDEWALK

SHED

GAZEBO

-INSTALL:

• 18 ROWS @ 50'

-900 L.F. OF DRIP TUBING SPACED 2' APART

600 GPD ATU

3 BR.  
1,872 SQ.FT

DRIVEWAY

13'

8'

6'

39'

125'

5' UTILITY ESM'T.

124'

5' UTILITY ESM'T.

5' UTILITY ESM'T.

W

120'

**LEGEND**

- = CLEANOUT
- = SUPPLY
- = RETURN
- ✕ = TEST HOLES

**STAGECOACH DR.**





**NOTE**

SEWER LINE WILL BE OR SLEEVED IN 8" SCH 40 PVC WHEN CROSSING SIDEWALK & 5' BEYOND. THIS WILL PROVIDE EQUIVALENT PROTECTION FOR THE SETBACK REQUIREMENTS OF TAC 285 AND SHALL COMPLY WITH TAC CHAPTER 290.

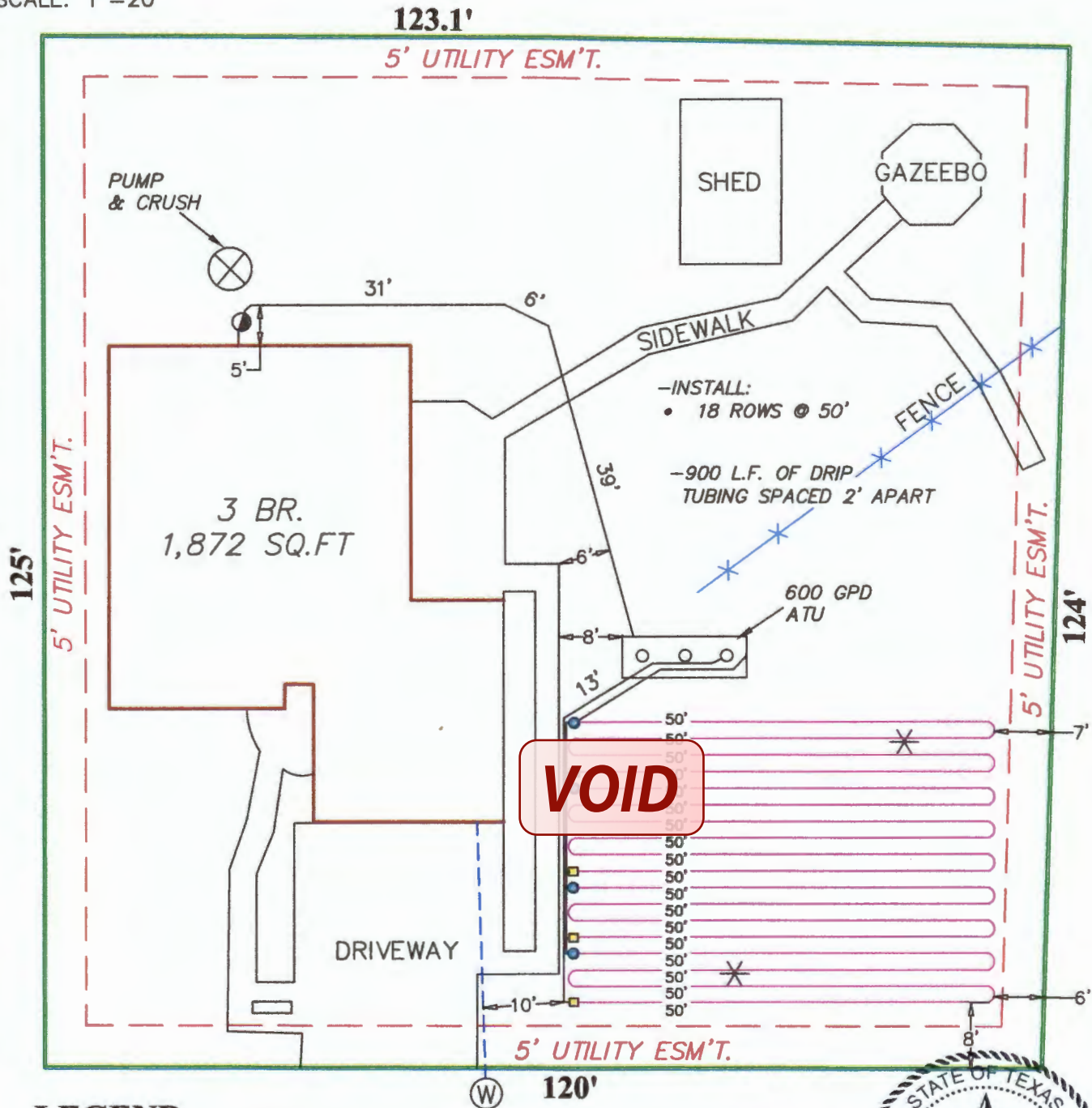
-INSTALL 3" or 4" SCH40 PVC TO TANK

-INSTALL VACUUM BREAKER AT HIGHEST POINT ON SUPPLY LINE

**VOID**

DOROTHY LYNETTE B. SMITH  
2230 STAGECOACH DR.  
CANYON LAKE TEXAS, 78133  
CANYON LAKE HILLS, UNIT 5  
LOT 2105R  
COMAL COUNTY

SCALE: 1"=20'



**LEGEND**

- = CLEANOUT
- = SUPPLY
- = RETURN
- \* = TEST HOLES

**STAGECOACH DR.**





# Assembly Details

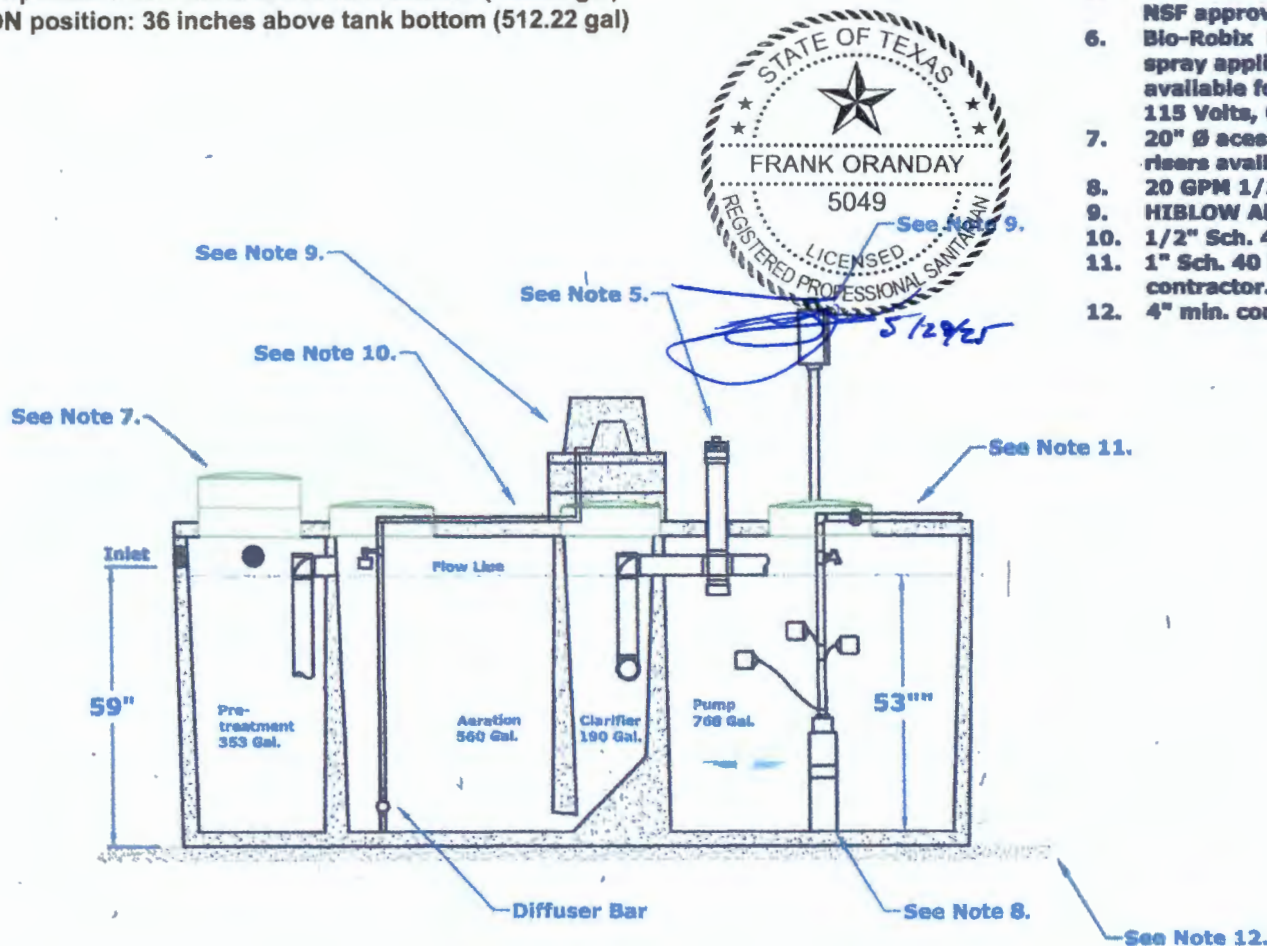
## OSSF

Pump float settings for 240 GPD design flow and min. 120 gal reserve:

Pump OFF Position: 12 inches above tank bottom (166 gal)

pump ON position: 29 inches above tank bottom (409.90 gal)

Alarm ON position: 36 inches above tank bottom (512.22 gal)



### GENERAL NOTES:

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

### DIMENSIONS:

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

### MINIMUM EXCAVATION DIMENSIONS:

Width: 76"  
Length: 176"

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

Model: B-550-PC-400PT

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

### Scale:

\* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

Advantage  
Wastewater Solutions IIc.

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

**LETTERS TESTAMENTARY**

THE STATE OF TEXAS

**CAUSE NO. 2024PC0248**

COUNTY OF COMAL

IN COUNTY COURT AT LAW

COMAL COUNTY, TEXAS

I, the undersigned Clerk of the County Court at Law of Comal County, Texas, do hereby certify that on the 18<sup>th</sup> day of June A.D., 2024,

**DOROTHY LYNETTE BABITZKE AKA  
DOROTHY LYNETTE BABITKE SMITH**

was by said court duly granted Letters Testamentary of the Estate of

**DUANE EVERETT BABITZKE**, deceased,  
and that she has duly qualified as Independent Executor of said  
Estate on the 27<sup>th</sup> day of June A.D., 2024 as the law requires  
and that said appointment is still in full force and effect.

Witness my hand and seal of said court, at New Braunfels, Texas this  
28<sup>th</sup> day of June A.D., 2024.

BOBBIE KOEPP, CLERK  
COUNTY COURT AT LAW  
COMAL COUNTY, TEXAS



BY C. E. Koepf  
DEPUTY



STATE OF TEXAS  
CERTIFICATION OF VITAL RECORD

DEPARTMENT OF STATE HEALTH SERVICES  
VITAL STATISTICS

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

Apr 09 2024

STATE OF TEXAS

CERTIFICATE OF DEATH

STATE FILE NUMBER

142-24-058928

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)		(Before Marriage)		2. DATE OF DEATH - ACTUAL OR PRESUMED (mm-dd-yyyy)	
DUANE EVERETT BABITZKE				APRIL 2, 2024	
3. SEX	4. DATE OF BIRTH (mm-dd-yyyy)	5. AGE-Last Birthday (Years)	IF UNDER 1 YR Mo Days	IF UNDER 1 DAY Hours Min	6. BIRTHPLACE (City & State or Foreign Country)
MALE	FEBRUARY 28, 1935	89			OKEENE, OK
7. SOCIAL SECURITY NUMBER		8. MARITAL STATUS AT TIME OF DEATH		9. SURVIVING SPOUSE'S NAME (If spouse, give name prior to first marriage)	
449-60-5539		<input type="checkbox"/> Married <input checked="" type="checkbox"/> Widowed (but not remarried) <input type="checkbox"/> Divorced (but not remarried) <input type="checkbox"/> Never Married <input type="checkbox"/> Unknown			
10a. RESIDENCE STREET ADDRESS			10b. APT. NO.	10c. CITY OR TOWN	
2230 STAGECOACH DR.				CANYON LAKE	
10d. COUNTY		10e. STATE	10f. ZIP CODE	10g. INSIDE CITY LIMITS?	
COMAL		TEXAS	78133	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
11. FATHER/PARENT 2 NAME PRIOR TO FIRST MARRIAGE			12. MOTHER/PARENT 1 NAME PRIOR TO FIRST MARRIAGE		
JACOB BABITZKE			EDNA KARBS		
13. PLACE OF DEATH (CHECK ONLY ONE)					
IF DEATH OCCURRED IN A HOSPITAL: <input checked="" type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA					
IF DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL: <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)					
14. COUNTY OF DEATH		15. CITY/TOWN, ZIP (IF OUTSIDE CITY LIMITS, GIVE PRECINCT NO)		16. FACILITY NAME (If not institution, give street address)	
WILLIAMSON		ROUND ROCK, 78681		ST DAVID'S ROUND ROCK HOSPITAL	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED			18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)		
LYNETTE SMITH - DAUGHTER			100 HONEYCOMB MESA, LEANDER, TX 78641		
19. METHOD OF DISPOSITION		20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH		21. <input type="checkbox"/> Unknown	
<input checked="" type="checkbox"/> Burial <input type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Mausoleum <input type="checkbox"/> Other (Specify)		DAVID KENNETH LUX, BY ELECTRONIC SIGNATURE - 10976		Section A Block Lot 14 Space 7	
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)		23. LOCATION (City/Town, and State)			
MEMORY GARDENS		EDNA, TX			
24. NAME OF FUNERAL FACILITY		25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)			
LUX FUNERAL HOMES & CREMATION SERVICES		1254 BUS 35 N., NEW BRAUNFELS, TX 78130			
26. CERTIFIER (Check only one)					
<input checked="" type="checkbox"/> Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated.					
<input type="checkbox"/> Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.					
27. SIGNATURE OF CERTIFIER		28. DATE CERTIFIED (mm-dd-yyyy)	29. LICENSE NUMBER	30. TIME OF DEATH (Actual or presumed)	
JOHN SALAS, BY ELECTRONIC SIGNATURE		APRIL 8, 2024	M0551	03:50 PM	
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)			32. TITLE OF CERTIFIER		
JOHN SALAS 2400 ROUND ROCK AVE, ROUND ROCK, TX 78681			MD		
33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.					Approximate Interval Onset to death
IMMEDIATE CAUSE (Final disease or condition resulting in death)					DAYS
a. ACUTE HYPOXIC RESPIRATORY FAILURE CAUSING PULSILESS ELECTRICAL ACTIVITY					
Due to (or as a consequence of):					
b. BACTERIAL PNEUMONIA					DAYS
Due to (or as a consequence of):					
c.					
Due to (or as a consequence of):					
d.					
PART 2. ENTER OTHER CAUSE GIVEN IN PART 1: SIGNIFICANT CONDITIONS CONTRIBUTING TO DEATH BUT NOT RESULTING IN THE UNDERLYING CAUSE					
ACUTE ON CHRONIC CONGESTIVE HEART FAILURE, ACUTE RENAL FAILURE, ATRIAL FIBRILLATION, CORONARY ARTERY DISEASE, CHRONIC OBSTRUCTIVE PULMONARY DISEASE					
34. WAS AN AUTOPSY PERFORMED?		35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
36. MANNER OF DEATH		37. DID TOBACCO USE CONTRIBUTE TO DEATH?		38. IF FEMALE:	
<input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending investigation <input type="checkbox"/> Could not be determined		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Previously <input type="checkbox"/> Probably <input type="checkbox"/> Unknown		<input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year	
39. IF TRANSPORTATION INJURY, SPECIFY:					
<input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)					
40a. DATE OF INJURY (mm-dd-yyyy)		40b. TIME OF INJURY	40c. INJURY AT WORK?	40d. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area)	
			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
40e. LOCATION (Street and Number, City, State, Zip Code)			40f. COUNTY OF INJURY		
41. DESCRIBE HOW INJURY OCCURRED					
42a. REGISTRAR FILE NO.		42b. DATE RECEIVED BY LOCAL REGISTRAR	42c. REGISTRAR		
			Tara Das		

EDR NUMBER 000044445871776

This is a true and correct copy of the record as registered in the State of Texas. Issued under the authority of Section 191.051, Health and Safety Code.

ISSUED Apr 09 2024

WARNING: THIS DOCUMENT HAS A DARK BLUE BORDER AND A COLORED BACKGROUND

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

MDG







AFTER RECORDING RETURN TO:  
WELLS FARGO BANK, NATIONAL ASSOCIATION  
FINAL DOCS T7408-01F  
4101 WISEMAN BLVD., BLDG 108  
SAN ANTONIO, TEXAS 78251-4200



201206008650 03/12/2012 03:45:42 PM 1/11

[Space Above This Line For Recording Data]

LOAN NO. 0337135206

## DEED OF TRUST

**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.**

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **MARCH 7, 2012**, together with all Riders to this document.
- (B) "Borrower" is **DUANE E. BABITZKE AND SPOUSE, DOROTHY A. BABITZKE**. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is **WELLS FARGO BANK, NATIONAL ASSOCIATION**. Lender is a **NATIONAL ASSOCIATION** organized and existing under the laws of **THE UNITED STATES**. Lender's address is **WELLS FARGO HOME MORTGAGE, P.O. BOX 11701, NEWARK, NEW JERSEY 07101-4701**. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is **DUDLEY BEADLES**. Trustee's address is **3500 HULEN STREET, SUITE 200, FORT WORTH, TARRANT COUNTY, TEXAS 76107**.
- (E) "Note" means the promissory note signed by Borrower and dated **MARCH 7, 2012**. The Note states that Borrower owes Lender **FIFTY-FOUR THOUSAND FIVE HUNDRED AND 00/100THS Dollars (U.S. \$54,500.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **APRIL 1, 2027**.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider                         | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider         | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider      | <input type="checkbox"/> Biweekly Payment Rider                    |   |

- (I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Initials: DB DA

## TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of COMAL:

**LOT 2105R, OF THE AMENDMENT TO PLAT OF LOTS 2105 AND 2106 OF CANYON LAKE HILLS UNIT NO. 5, A SUBDIVISION IN COMAL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 38, OF THE PLAT RECORDS OF COMAL COUNTY, TEXAS AND AMENDED IN DOC# 9806029662, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY,**

which currently has the address of **2230 STAGECOACH DRIVE, CANYON LAKE, TEXAS 78133** ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation

Initials:  



## PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this **7th day of MARCH, 2012**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **WELLS FARGO BANK, NATIONAL ASSOCIATION** (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

**2230 STAGECOACH DRIVE, CANYON LAKE, TEXAS 78133**  
[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **THE COVENANTS, CONDITIONS AND RESTRICTIONS OF RECORD** (the "Declaration"). The Property is a part of a planned unit development known as **CANYON LAKE HILLS UNIT NO. 5** [Name of Planned Unit Development] (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. PUD Obligations.** Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Borrower(s)

  
DUANE E. BABITZKE

  
DOROTHY A. BABITZKE

Filed and Recorded  
Official Public Records  
Joy Streeter, County Clerk  
Comal County, Texas  
03/12/2012 03:45:42 PM  
CRSHTWO  
20120608690





Initials: DB DB



**RECEIVED**

By Kathy Griffin at 3:28 pm, May 29, 2025



**COMAL COUNTY**  
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION  
CHECKLIST**

Staff will complete shaded items

--	--

Date Received

Initials

18701
-------

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

5/19/2025  
Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION (Missing Items Circled, Application Refused)	
--	--