

# 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  
OSSF Inspection Sheet**

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



# COMAL COUNTY

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## ENGINEER'S OFFICE

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

Permit Number: 118759  
Issued This Date: 07/07/2025  
This permit is hereby given to: CLARENCE STANLEY KEEN

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

5535 CIRCLE OAK DR  
CITY OF BULVERDE, TX 78163

Subdivision: OAK VILLAGE NORTH  
Unit: 3  
Lot: 695  
Block: 0  
Acreage: 1.0300

#### APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic  
Surface Irrigation

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

Call (830) 608-2090 to schedule inspections.



COMAL COUNTY  
ENGINEER'S OFFICE

## ON-SITE SEWAGE FACILITY APPLICATION

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

Date June 10, 2025

Permit Number 118759

### 1. APPLICANT / AGENT INFORMATION

Owner Name CLARENCE STANLEY KEEN  
Mailing Address c/o 30076 CIBOLO MEADOW  
City, State, Zip FAIR OAKS RANCH, TEXAS 78015  
Phone # 210-241-7221  
Email clarence.keen@yahoo.com

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

### 2. LOCATION

Subdivision Name OAK VILLAGE NORTH Unit 3 Lot 695 Block       
Survey Name / Abstract Number      Acreage       
Address 5535 CIRCLE OAK DRIVE City BULVERDE State TX Zip 78163

### 3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1843

☐ Non-Single Family Residential

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

Type of Facility     

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

Restaurants, Lounges, Theaters - Indicate Number of Seats     

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

Travel Trailer/RV Parks - Indicate Number of Spaces     

Miscellaneous     

Estimated Cost of Construction: \$ EXISTING (Structure Only)

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

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

Source of Water ☒ Public ☐ Private Well ☐ Rainwater Collection

### 4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Clarence Stanley Keen as executor  
Signature of Owner

6-13-25  
Date





COMAL COUNTY  
ENGINEER'S OFFICE

## ON-SITE SEWAGE FACILITY APPLICATION

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND SURFACE IRRIGATION

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

Tank Size(s) (Gallons) NUWATER B-550-PC Absorption/Application Area (Sq Ft) 4782

Gallons Per Day (As Per TCEQ Table III) 240

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

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

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

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

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

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

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

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

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

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

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

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

(if yes, the P.E. or R.S. shall certify that the OSSF design will comply with all provisions of the proposed CZP. A Permit to construct will not be issued for the proposed OSSF until the CZP has been approved by the app

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

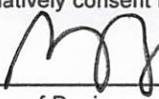
If yes, indicate the city: BULVERDE



**FIRM #2585**

By signing this application, I certify that:

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

  
Signature of Designer

June 12, 2025  
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):

3 UNIT 34 SECTION        BLOCK 695 LOT        OAK VILLAGE NORTH SUBDIVISION

IF NOT IN SUBDIVISION:        ACREAGE        SURVEY

The property is owned by (insert owner's full name): CLARENCE STANLEY KEEN, by Dawn Lanae Keen Independent Executor

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.

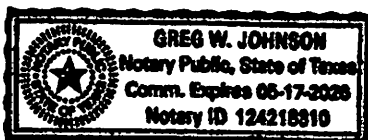
WITNESS BY HAND(S) ON THIS 13 DAY OF June, 2025

x Dawn Lanae Keen  
Owner(s) signature(s)

DAWN LANAE KEEN - INDEPENDENT EXECUTOR  
Owner (s) Printed name (s)

DAWN LANAE KEEN SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 13 DAY OF June, 2025

B. W. Johnson  
Notary Public Signature



Filed and Recorded  
Official Public Records  
Bobbie Koepf, County Clerk  
Comal County, Texas  
06/16/2025 08:15:53 AM  
WESLEY 1 Pages(s)  
202506018133



Bobbie Koepf

# RS SEPTIC SERVICE

RS Septic Service  
444D Old No. 9 Hwy  
Comfort, TX 78013  
(830)431-1601

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

## PROPERTY LEGAL DESCRIPTION:

OAK VILLAGE NORTH, Unit 3, Lot 695

Clarence Stanley Keen, by Dawn Lanae Keen

Customer: Independent Executor

5535 Circle Oak Drive

Site Address:

City/State: Bulverde, TX

Zip: 78163

County: COMAL

Permit:

Phone Number: 210-241-7221

E-mail: [langedeen@yahoo.com](mailto:langedeen@yahoo.com)

[lanaekeene@yahoo.com](mailto:lanaekeene@yahoo.com)

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between Clarence Stanley Keen by Dawn Lanae Keen Executor, (hereinafter referred to as "Client") and RS Septic Service LLC. (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein "Services", and the client agrees to fulfill his/her responsibilities under this agreement herein.

II. Effective Dates: This agreement commences on the date of License to Operate is issued for Two (2) years.

Date of License to Operate: Last Date of Service:

III. Services by Contractor: Contractor will provide the following Services:

1. Inspect and perform routine maintenance on the On-Site Sewage Facility ("OSSF") in compliance with the code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located (the "County") and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Report to the appropriate regulatory authority and to Client, as required by the State of Texas' on-site rules and, if required, TCEQ or County rules. All findings must be reported to the appropriate regulatory authority within 14 days.
3. Notify Client and repair any components of the OSSF that are found to be in need of repair during the inspection. If warranty, you just do it. If not, Client will be responsible. Repairs will be made as brought up to compliance and bill forward.
4. Visit site in response to Client's request for unscheduled service within two business days from the date of Contractor's actual receipt of Client's request. Unscheduled service visits are not included in the fee agreement herein and will be billed to the client in addition to fees under this Agreement.
5. Provide notification of arrival to site to the Client or to site personnel. Additionally, Contractor will leave written notification of the visit at the site or with site personnel upon completion of inspection, and forward such notice to the appropriate regulatory authority within fourteen (14) days.

IV. Payment(s): Client shall pay to Contractor included w/ service for the Services describe herein (the "Inspection and Routine Maintenance Fee"), excepting those described in Section III (4), or Section IX, herein. The Fee does not include equipment, parts or labor supplied for anything beyond routine inspection and routine maintenance. Payments for such additional services are due at the time services are provided or rendered. Payments not received within thirty (30) days from the due date will be subject the greater of a \$20.00 late penalty or 1.5% carrying charge on the original balance for each month or portion thereof a balance in past due. If for any reason such charges are found to be usurious by a court of competent jurisdiction, such charges shall be reduced to the maximum allowable by law. By signing this contract, Client authorizes Contractor to remove any parts installed, but not paid in full at the end of the thirty (30) days. Client agrees to pay for any labor cost associated with the installation the reasonable cost of removal of said parts.

Client:

Contractor:

**V. Client's Responsibilities:** Client is responsible for each and all of the following:

1. To maintain chlorinator and provide proper chlorine supply, if OSSF is so equipped.
2. To provide all necessary yard or lawn maintenance and removal of obstacles as needed to allow the OSSF to function properly, and to allow Contractor ready access to all parts of the OSSF.
3. To maintain a current license to operate, and abide by the conditions and limitations of that license and all requirements for on-site sewage facilities from the State and local regulatory agency.
4. To maintain the OSSF in accordance with manufacturer's recommendations.
5. To immediately notify Contractor and Agency of any and all problems with the OSSF, including failure thereof.
6. Upon receipt of any written notification of required services from Contractor, to contact Contractor and authorize the required service. If Client elects a different contractor to perform the required service, Client is responsible for ensuring the substitute contractor holds the proper license (installer if) and is certified by the manufacturer. Additionally, Client shall be responsible for ensuring proper notification is given to the appropriate regulatory authority, as required by the State and/or local regulatory authority rules.
7. To provide Contractor with water usage records, upon request, for evaluation by Contractor of the OSSF performance.
8. To pay required sampling charges for samples collected for testing (e.g. Biological Oxygen Demand/Total Suspended Solids (BOD/TSS)) that may be required on the OSSF.
9. To prevent backwash from water treatment or water conditioning equipment to enter the OSSF.
10. To provide, at Client's expense, for pumping of tanks as needed.
11. To maintain site drainage sufficient to prevent adverse effects on the OSSF.
12. To promptly and fully pay Contractor's bills, fees, or invoices as described herein.

**VI. Access by Contractor:** Client agrees to allow Contractor, or personnel authorized by the Contractor, to enter the property at

reasonable times without prior notice for the purpose of performing the Services described herein. Such entry shall include access to the OSSF electrical and physical components, including tanks, by means of manways or risers for the purpose of evaluations required by the manufacturer, and/or regulatory authority rules. If such manways or risers are not in place, Client shall allow and be responsible for payment of required excavation, including labor and materials, necessary to allow access to the OSSF or any required components. Such excavation shall be billed at the rate of \$75.00 per hour for labor, plus materials billed at list price. Contractor shall make only those efforts reasonable under the circumstances to replace excavated soil.

**VII. Application or Transfer of Payment:** The fees paid for this agreement may transfer to any subsequent owner(s) of the property on which the OSSF is located. The subsequent owner(s) must sign a similar agreement authorizing Contractor to perform the above described Services, and accepting Client's responsibilities. The replacement Agreement must be signed and received within 30 days of transfer of ownership. Contractor will apply all funds received from Client first to any past due obligations arising from this Agreement including late charges, return check charges, and charges for repairs or services not paid within 30 days of invoicing. The consumption of the payment in this manner may lead to termination of the agreement by Contractor.

**VIII. Termination of Agreement:** This agreement may be terminated by either party with 30 days written notice. If this agreement is so terminated by Client, Contractor shall be paid at the rate of \$75.00 per hour for any work performed or required, but not yet paid. If terminated by Contractor, all amounts outstanding shall be due within thirty days of termination. The party terminating will immediately notify the other party, the equipment manufacturer, and the regulatory agency of the termination.

**IX. Limitations of Liability:** In no event shall Contractor be liable for indirect, consequential, incidental or punitive damages, whether in contract, tort or any other theory of liability. In no event shall the Contractor's liability for direct damages exceed payments by the Client under this Agreement.

**X. Severability and Reformation:** If any provision in this Agreement shall be held to be invalid or unenforceable for any reason, it shall be reformed to the minimum extent necessary to effect the intent of the Parties. If any provision is such that it cannot reasonably be reformed, it shall be struck from this Agreement and the remaining provisions shall continue to be valid and enforceable.

**XI. Performance of Agreement:** Commencement of performance by Contractor under this agreement is contingent on the following conditions: (1) Contractor receiving a fully executed original copy of this agreement, (2) Contractor receiving payment in full of the fee(s) described herein. If the above conditions are not met, then Contractor is from any obligation to perform any portion of this agreement.

**XII. Modification:** This Agreement may not be changed or modified except by an instrument in writing, signed by both Contractor and Client.

**XIII.** Except as otherwise noted in this Agreement, the waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or a consent to or waiver of any subsequent breach hereof.

Client:

DUL

Contractor:

PS

XIV. **Headings:** The Article and Section headings in this Agreement are for the convenience of reference only and do not constitute a part of this Agreement and shall not be deemed to limit or affect any of the provisions hereof.

XV. **GOVERNING LAW AND CHOICE OF VENUE.** EACH OF THE PARTIES HERETO HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND TO THE UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF TEXAS-SAN ANTONIO DIVISION, AS WELL AS TO THE JURISDICTION OF ALL COURTS TO WHICH AN APPEAL MAY BE TAKEN FROM SUCH COURTS, FOR THE PURPOSE OF ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, INCLUDING, WITHOUT LIMITATION, ANY PROCEEDING RELATING TO ANCILLARY MEASURES IN AID OF ARBITRATION, PROVISIONAL REMEDIES AND INTERIM RELIEF, OR ANY PROCEEDING TO ENFORCE ANY ARBITRAL DECISION OR AWARD. EACH PARTY HERETO EXPRESSLY WAIVES ANY AND ALL RIGHTS TO BRING ANY SUIT, ACTION, OR OTHER PROCEEDING IN OR BEFORE ANY COURT OR TRIBUNAL OTHER THAN COURTS OF THE STATE OF TEXAS, COUNTY OF COMAL, AND COVENANTS THAT IT SHALL NOT SEEK IN ANY MANNER TO PROSECUTE OR DEFEND ANY DISPUTE OTHER THAN AS SET FORTH IN THIS ARTICLE XVI OR TO CHALLENGE OR SET ASIDE ANY DECISION, AWARD, OR JUDGMENT OBTAINED IN ACCORDANCE WITH THE PROVISIONS HEREOF. EACH OF THE PARTIES HERETO HEREBY EXPRESSLY WAIVES ANY AND ALL OBJECTIONS IT MAY HAVE TO VENUE, INCLUDING, WITHOUT LIMITATION, THE INCONVENIENCE OF SUCH FORUM, IN ANY OF SUCH COURTS.

XVI. **JURY TRIAL WAIVER.** THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY AND ALL CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THEIR RELATIONSHIP. THE PARTIES ACKNOWLEDGE THAT A RIGHT TO A JURY IS A CONSTITUTIONAL RIGHT THAT THEY HAVE HAD AN OPPORTUNITY TO CONSULT WITH INDEPENDENT COUNSEL, AND THAT THIS JURY WAIVER HAS ENTERED INTO KNOWINGLY AND VOLUNTARILY BY ALL THE PARTIES TO THE AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

Approved by Contractor:

MP#0001708

CHRISTOPHER RYAN SELDENSTICKER

Approved by Client:

XVII. **Reservations of Rights:** Contractor reserves all rights not specifically granted herein.

XVIII. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

XIX. **Counsel:** Contractor has previously recommended that Client engage counsel to assist him/her/it in reviewing this Agreement and all other matters relating to it. Contractor and Client shall each bear his/her/its own costs and expenses in connection with the negotiation and documentation of this Agreement.

XX. **Entire Agreement:** This agreement contains the entire agreement of the parties, and there are no promises or conditions in any other agreement, oral or written. The Parties expressly disclaim reliance on any prior statements, oral or written, by either party not expressly provided for herein.

Client:

Contractor:

# ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: June 11, 2025

Site Location: OAK VILLAGE NORTH, UNIT 3, LOT 695

Proposed Excavation Depth: N/A

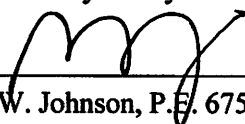
**Requirements:**

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area.  
Locations of soil boring or dug pits must be shown on the site drawing.  
For subsurface disposal, soil evaluations must be performed to a depth of at least two feet below the proposed excavation depth. For surface disposal, the surface horizon must be evaluated.  
Describe each soil horizon and identify any restrictive features on the form. Indicate depths where features appear.

SOIL BORING NUMBER <u>        </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 10"	BROWN
10"						
1						
2						
3						
4						
5						

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

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

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

06/11/25  
Date

# OSSF SOIL EVALUATION REPORT INFORMATION

Date: June 12, 2025

## **Applicant Information:**

Name: ESTATE of CLARENCE STANLEY KEEN  
Address: 30076 CIBOLO MEADOW  
City: FAIR OAKS RANCH State: TEXAS  
Zip Code: 78015 Phone: (210) 241-7221

## **Site Evaluator Information:**

Name: Greg W. Johnson, P.E., R.S., S.E. 11561  
Address: 170 Hollow Oak  
City: New Braunfels State: Texas  
Zip Code: 78132 Phone & Fax (830)905-2778

## **Property Location:**

Lot 695 Unit 3 Blk  Subd. OAK VILLAGE NORTH  
Street Address: 5535 CIRCLE OAK DRIVE  
City: BULVERDE Zip Code: 78163  
Additional Info.:

## **Installer Information:**

Name:   
Company:   
Address:   
City:  State:   
Zip Code:  Phone

**Topography:** Slope within proposed disposal area: 5 to 8 %

Presence of 100 yr. Flood Zone:	YES <u></u> NO <u>X</u>
Existing or proposed water well in nearby area.	YES <u></u> NO <u>X</u>
Presence of adjacent ponds, streams, water impoundments	YES <u></u> NO <u>X</u>
Presence of upper water shed	YES <u></u> NO <u>X</u>
Organized sewage service available to lot	YES <u></u> NO <u>X</u>

## **Design Calculations for Aerobic Treatment with Spray Irrigation:**

### Commercial

Q =  GPD

Residential Water conserving fixtures to be utilized? Yes X No

Number of Bedrooms the septic system is sized for: 3 Total sq. ft. living area 1843

Q gal/day = (Bedrooms +1) \* 75 GPD - (20% reduction for water conserving fixtures)

Q = (3 +1)\*75-(20%)= 240

Trash Tank Size 353 Gal.

TCEQ Approved Aerobic Plant Size 600 G.P.D.

Req'd Application Area = Q/Ri = 240 / 0.064 = 3750 sq. ft.

Application Area Utilized = 4782 sq. ft.

Pump Requirement 12 Gpm @ 41 Psi (Redjacket 0.5 HP 18 G.P.M. series or equivalent)

Dosing Cycle:  ON DEMAND or X TIMED TO DOSE IN PREDAWN HOURS

Pump Tank Size = 768 Gal. 14.5 Gal/inch.

Reserve Requirement = 80 Gal. 1/3 day flow.

Alarms: Audible & Visual High Water Alarm & Visual Air Pump malfunction

With Chlorinator NSF/TCEQ APPROVED

SCH-40 or SDR-26 3" or 4" sewer line to tank

Two way cleanout

Pop-up rotary sprinkler heads w/ purple non-potable lids

1" Sch-40 PVC discharge manifold

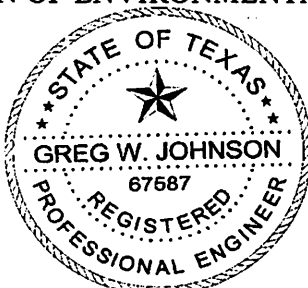
APPLICATION AREA SHOULD BE SEEDED AND MAINTAINED WITH VEGETATION.

EXPOSED ROCK WILL BE COVERED WITH SOIL .

I HAVE PERFORMED A THOROUGH INVESTIGATION BEING A REGISTERED PROFESSIONAL ENGINEER AND SITE EVALUATOR IN ACCORDANCE WITH CHAPTER 285, SUBCHAPTER D, §285.30, & §285.40 (REGARDING RECHARGE FEATURES), TEXAS COMMISSION OF ENVIRONMENTAL QUALITY (EFFECTIVE DECEMBER 29, 2016)

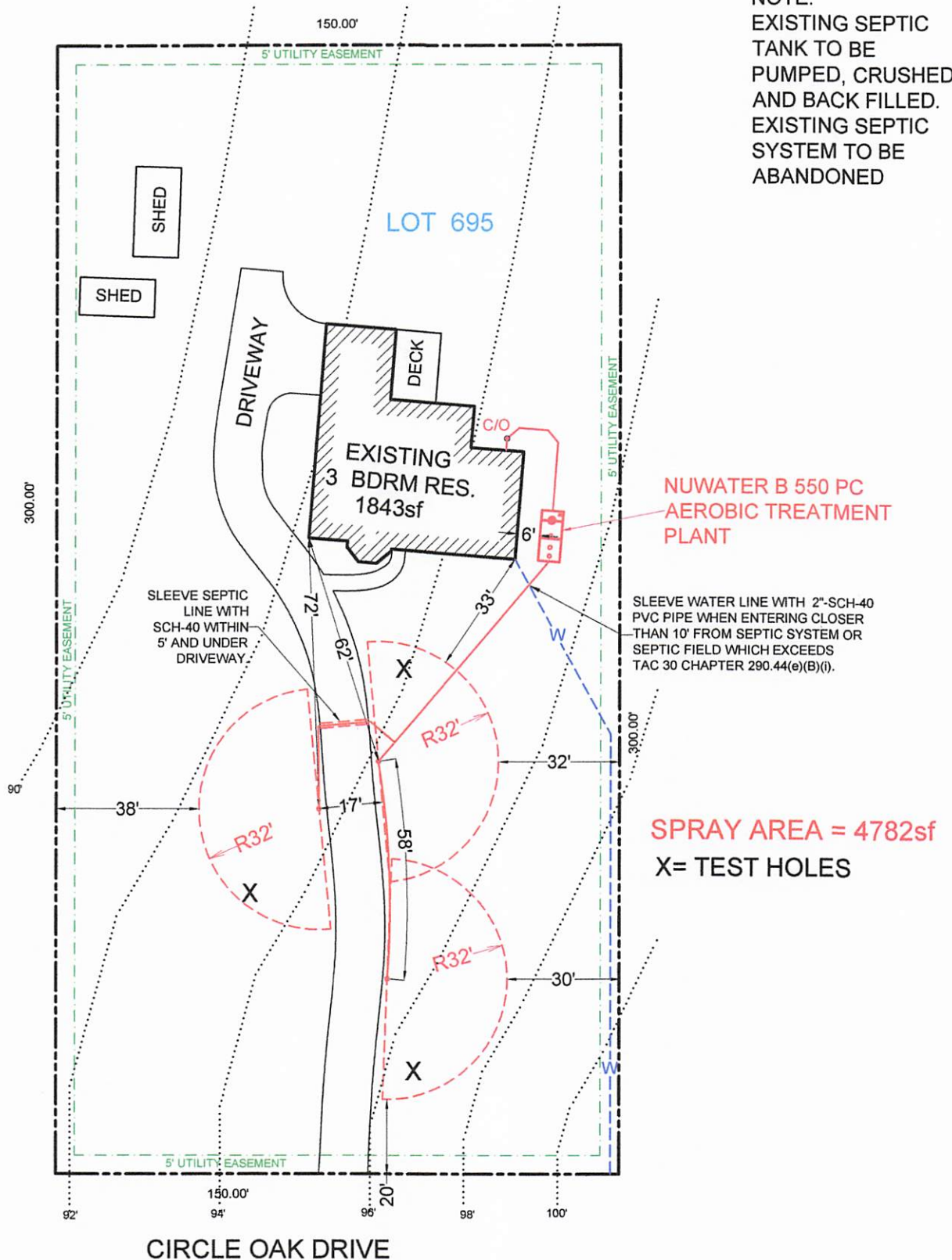
GREG W. JOHNSON, P.E. F#002585 - S.E. 11561

06/12/25  
DATE



**FIRM #2585**

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



OWNER: ESTATE of CLARENCE STANLEY KEEN					DRAWN BY: EJS III	
STREET ADDRESS: 5535 CIRCLE OAK DRIVE						
LEGAL DESC: OAK VILLAGE NORTH				UNIT/SECTION/PHASE: 3	BLOCK:	LOT: 695
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=40'	DATE: 6/12/2025		REVISED:	



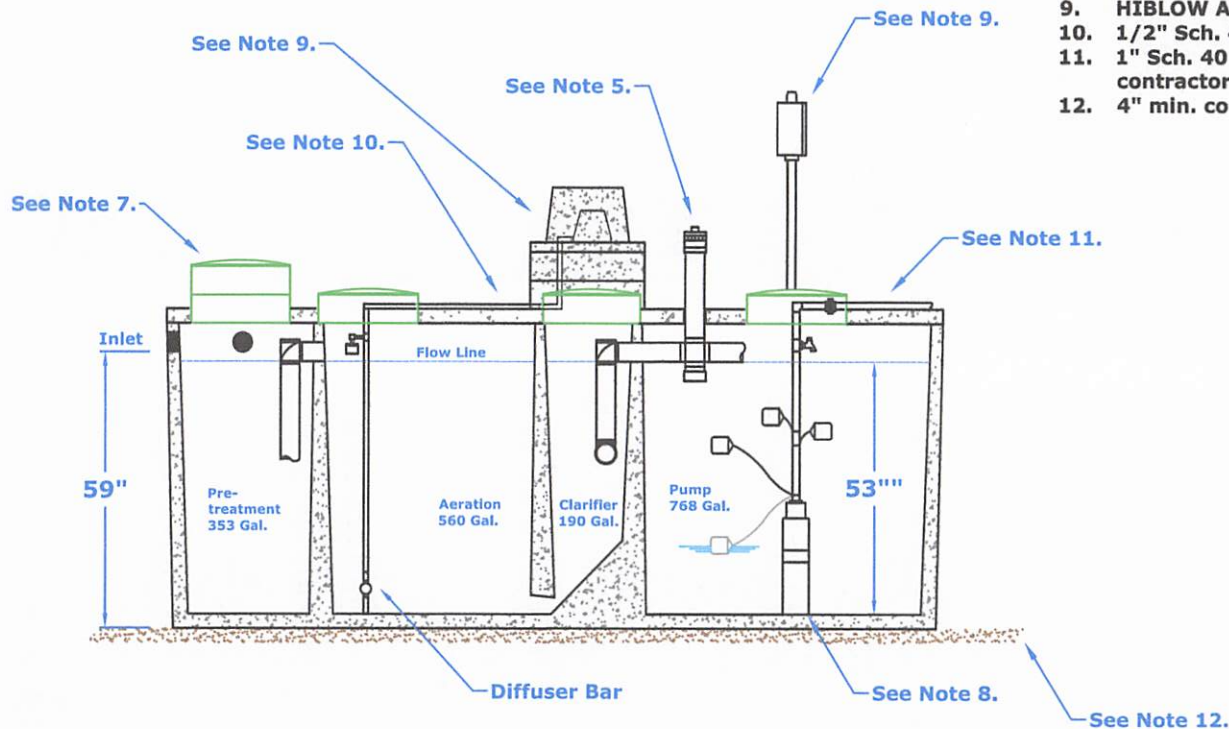
# Assembly Details

OSSF



## 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 LLC

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

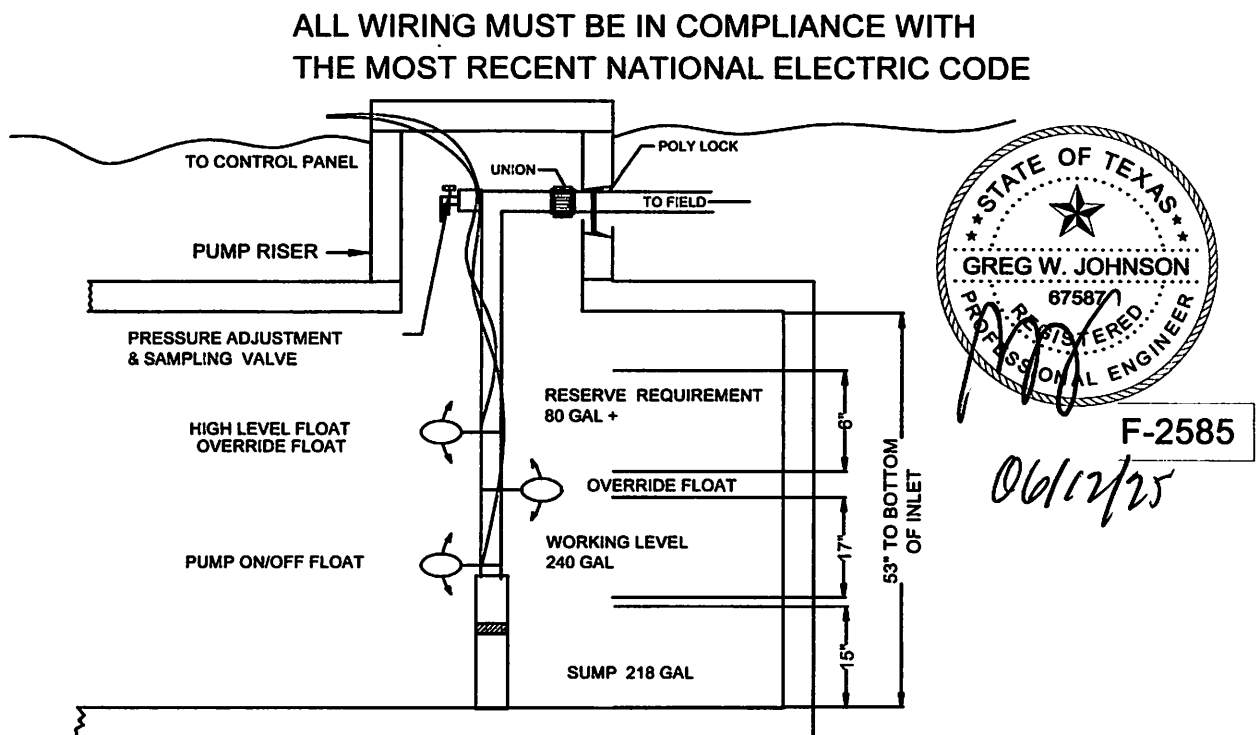
## TANK NOTES:

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

Tightlines to the tank shall be SCH-40 PVC.

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

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



**TYPICAL PUMP TANK CONFIGURATION  
NU-WATER 550PC -400PT 768 GAL PUMP TANK**

## Environmental Series Pumps

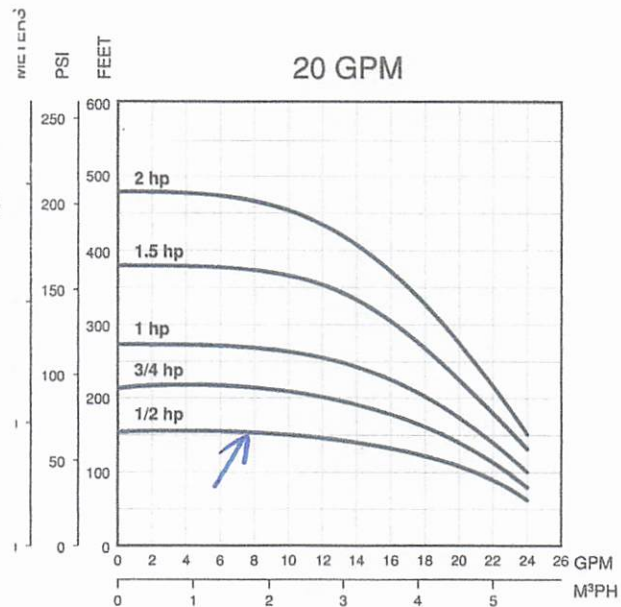
## Thermoplastic Performance

LOW ANGLE NOZZLE PERFORMANCE CHART

Nozzle	PSI	Radius	GPM
#1	30	22'	1.5
	40	24'	1.7
	50	26'	1.8
	60	28'	2.0
#3	30	29'	3.0
	40	32'	3.1
	50	35'	3.5
	60	37'	3.8
#4	30	31'	3.4
	40	34'	3.9
	50	37'	4.4
	60	38'	4.7
#6	40	38'	6.5
	50	40'	7.3
	60	42'	8.0
	70	44'	8.6

KRAIN  
Pro-Plus

★



## Thermoplastic Units Ordering Information

## 1/2 - 1.5 HP Single-Phase Units

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94741005	10FE05P4-2W115	10	1/2	115	2	24
94741010	10FE05P4-2W230	10	1/2	230	2	24
94741015	10FE07P4-2W230	10	3/4	230	2	28
94741020	10FE1P4-2W230	10	1	230	2	31
94741025	10FE15P4-2W230	10	1.5	230	2	46
94742005	20FE05P4-2W115	20	1/2	115	2	25
94742010	20FE05P4-2W230	20	1/2	230	2	25
94742015	20FE07P4-2W230	20	3/4	230	2	28
94742020	20FE1P4-2W230	20	1	230	2	31
94742025	20FE15P4-2W230	20	1.5	230	2	40

## Thermoplastic 1/2 - 2 HP Pump Ends

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94751005	10FE05P4-PE	10	1/2	N/A	N/A	6
94751010	10FE07P4-PE	10	3/4	N/A	N/A	7
94751015	10FE1P4-PE	10	1	N/A	N/A	8
94751020	10FE15P4-PE	10	1.5	N/A	N/A	12
94752005	20FE05P4-PE	20	1/2	N/A	N/A	6
94752010	20FE07P4-PE	20	3/4	N/A	N/A	7
94752015	20FE1P4-PE	20	1	N/A	N/A	8
94752020	20FE15P4-PE	20	1.5	N/A	N/A	10
94752025	20FE2P4-PE	20	2	N/A	N/A	11





**RECEIVED**

*By Brenda Ritzen at 12:17 pm, Jul 07, 2025*



**PLANNING & DEVELOPMENT SERVICES DEPARTMENT**

30360 Cougar Bend  
Bulverde, TX 78163  
Office (830) 438-3612  
Fax (830) 438-4339

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July 7, 2025

Comal County Environmental Health  
ATTN: Brenda Ritzen  
195 David Jonas Drive  
New Braunfels, TX 78132

Hello Brenda,

The City of Bulverde has received a request for a Release for Septic with RS Septic Service for the replacement of an existing On-Site Sewage Facility (OSSF) at **5535 Circle Oak Drive for Clarence S. Keen and Dawn L. Keen.**

In accordance with the Interlocal Agreement between Comal County and City of Bulverde dated July 2008, the City of Bulverde shall provide a release for septic letter to Comal County prior to the County's issuance of a septic permit.

The subject property is not required to obtain a building permit for the proposed scope of work and no building permits exist on file for this property. Therefore, the City of Bulverde has no objection to the release of the permit to the applicant and recommends the release of the permit.

You may contact me via email at [ccardenas@bulverdetx.gov](mailto:ccardenas@bulverdetx.gov) or by telephone at (830) 380-3037 if you have any questions.

Respectfully,

Claudia Cardenas  
City of Bulverde  
Planning & Development Services Department


**From:** [Ritzen,Brenda](#)  
**To:** [lanakeen@yahoo.com](mailto:lanakeen@yahoo.com); "[gregjohnsonpe@yahoo.com](mailto:gregjohnsonpe@yahoo.com)"  
**Subject:** Permit 118759  
**Date:** Thursday, July 3, 2025 1:37:00 PM  
**Attachments:** [image001.png](#)

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**Re: Clarence Stanley Keen  
Oak Village North Unit 3 Lot 695  
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 approved building permit from the City of Bulverde, or a letter from the city indicating a new building permit will not be required.
2. Revise as needed and resubmit.

**Thank you,**



**Brenda Ritzen**  
Environmental Health Coordinator  
195 David Jonas Dr.  
New Braunfels, TX 78132  
DR:OS00007722  
830-608-2090  
[www.cceo.org](http://www.cceo.org)

GENERAL WARRANTY DEED  
WITH VENDOR'S LIEN

After recording:  
Clarence S. Keen  
GRANTEE'S ADDRESS:  
5535 Circle Oak Drive  
Bulverde, Texas 78163

LANDTEX

GF# 111072

1  
T

THE STATE OF TEXAS  
COUNTY OF COMAL

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

That DEBRA L. MUNOS, hereinafter called Grantor, whether one or more, for and in consideration of the sum of TEN AND NO/100 DOLLARS, cash and other good and valuable considerations to Grantor in hand paid by Grantee hereinafter named, receipt of which is hereby acknowledged and of the further consideration of the execution and delivery by the said Grantee of that one certain promissory note of even date herewith, in the principal sum of EIGHTY-FOUR THOUSAND AND 00/100 DOLLARS (\$84,000.00) payable to the order of CH MORTGAGE COMPANY, hereinafter called Mortgagee, in installments as in said note provided, bearing interest from date at the rate specified, and containing the usual provisions for attorney's fees; the said Mortgagee, at the special instance and request of the Grantee herein having advanced the sum of said note as part purchase price for the property herein conveyed, the receipt of which is hereby acknowledged, and the said Mortgagee is hereby subrogated to all of the rights of the Grantor herein, and the Vendor's lien and superior title is hereby expressly transferred to and retained in favor of the said Mortgagee to secure the payment of said note, the same as if said Mortgagee were the Grantor herein; said note being further and additionally secured by Deed of Trust of even date herewith from Grantee to Randall C. Present, Trustee, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes:

HAS GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto CLARENCE S. KEEN and wife, SHARON S. KEEN, herein called Grantee, whether one or more, of COMAL County, Texas, all that certain tract or parcel of land situated in COMAL County, Texas and being:

All that certain tract or parcel of land lying and being situated in Comal County, Texas, being known and designated as Lot 695, OAK VILLAGE NORTH UNIT NO 3, according to the map or plat recorded in Vol. 3, Page 83-86, Comal County, Texas Map and Plat Records.

This conveyance is made subject to the following matters, but only to the extent same are in effect at this time and only to the extent that they relate to the hereinabove described property; Restrictions, covenants, easements and outstanding mineral reservations, rights and royalties, if any, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any.

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said Grantee above named, Grantee's heirs, executors and administrators forever, and Grantor hereby binds Grantor, Grantor's heirs, executors and administrators to WARRANT AND FOREVER DEFEND the title to said property unto the said Grantee above named, Grantee's heirs, executors and administrators, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's lien, including the superior title, is retained against the above described property, premises, and improvements, in favor of Mortgagee, its successors and assigns, until the above described note and all accrued interest thereon, and all renewals and or extensions thereof, together with all interest thereon, is fully paid according to its face and tenor, effect and reading, and together with all additional sums that may become due and payable by the terms of said note and/or by the terms of the aforesaid Deed of Trust, when this deed shall become absolute, and Grantor herein transfers unto said Mortgagee, its successors and assigns, the Vendor's Lien and superior title to the above described property, premises and improvements, in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantor assigned to said Mortgagee without recourse.

Taxes for the current year having been prorated, the payment thereof is hereby assumed by Grantee.

EXECUTED to be effective on the 19th day of August, 1997.

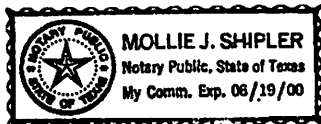
Doc# 9706017433  
# Pages: 1  
Date : 08-25-1997  
Time : 10:55:39 A.M.  
Filed & Recorded in  
Official Records  
of COMAL County, TX.  
JOY STREATER  
COUNTY CLERK  
Rec. \$ 9.00

Debra L. Munos  
DEBRA L. MUNOS

STATE OF Texas §  
COUNTY OF Comal §

This instrument was acknowledged before me on the 26th day of August, 1997, by Debra L. Munos.

Mollie J. Shieler  
Notary Public, State of Texas



Call  
for



13/CB  
(2)



202506005468 02/27/2025 08:54:32 AM 1/13

**AFFIDAVIT OF HEIRSHIP**

**DATE:** February 14, 2025

**DECEASED: SHARON KEEN A/K/A SHARON SUE KEEN A/K/A SHARON  
MACLERAN KEEN**

**AFFIANTS: JERRY MITCHEL, SUSAN S. WAHL and DAWN LANAE KEEN.**

Affiants on oath swear that the following statements are true and are within the personal knowledge of Affiants:

- My name is JERRY MITCHEL, I live at 30474 Blueberry Ridge, Bulverde, Texas 78163. I was **SHARON KEEN A/K/A SHARON SUE KEEN A/K/A SHARON MACLAREN KEEN**'s neighbor and I am personally familiar with the family and marital history of **SHARON KEEN A/K/A SHARON SUE KEEN** ("Decedent"). I have known Decedent for over 25 years and have personal knowledge of the facts stated in this affidavit.
- My name is SUSAN S. WAHL, I live at 4626 Evening Shadows, Bulverde, Texas 78163. I was **SHARON KEEN A/K/A SHARON SUE KEEN A/K/A SHARON MACLAREN KEEN**'s friend and I am personally familiar with the family and marital history of **SHARON KEEN A/K/A SHARON SUE KEEN A/K/A SHARON MACCLAREN KEEN** ("Decedent"). I have known Decedent for over 22 years and have personal knowledge of the facts stated in this affidavit.
- My name is **DAWN LANAE KEEN**, I live at 30076 Cibolo Meadow, Fair Oaks Ranch, Texas 78015. I am **SHARON KEEN A/K/A SHARON SUE KEEN A/K/A SHARON MACLAREN KEEN**'s daughter, and I am personally familiar with the family and marital history of **SHARON KEEN A/K/A SHARON SUE KEEN A/K/A SHARON MACLAREN KEEN** ("Decedent"). I have known Decedent all of my life and have personal knowledge of the facts stated in this affidavit.
- Decedent was born on April 20, 1941, in Clayton, New Mexico. Decedent died on November 18, 2024, in Bulverde, Comal County, Texas at the age of 83 years. At the time of Decedent's death, Decedent's residence was 5535 Circle Oaks Drive, Bulverde, Comal County, Texas.

- Decedent was married only one time during her life and that marriage was to:
  - Name of spouse: **CLARENCE STANLEY KEEN**
  - Date of marriage: June 27, 1960
  - Place of marriage: Clayton, New Mexico
  - Status of marriage: Married to Clarence Stanley Keen at the time of her death.
  
- Decedent had the following children born of the marriage to Clarence Stanley Keen:
  - Name: **JAMES KIRK KEEN**  
 Date of Birth: June 21, 1963  
 Status: Married
  
  - Name: **DAWN LANAE KEEN**  
 Date of Birth: August 14, 1966  
 Status: Single
  
- Decedent did not have or adopt any other children and did not take any other children into Decedent's home or raise any other children.
  
- The following persons have knowledge regarding Decedent, the identity of Decedent's children, parents, or siblings, if any:
 

JERRY MITCHEL,  
 SUSAN S. WAHL,  
 and DAWN LANAE KEEN
  
- Decedent died leaving a written Last Will and Testament, which the family does not intend to probate. A copy of the Will is attached herein and made a part hereof as Exhibit A. The Will named **CLARENCE STANLEY KEEN** of 5535 Circle Oaks Drive, Bulverde, Comal County, Texas as her sole beneficiary.
  
- To the best of our knowledge, there has been no administration of Decedent's estate, and none is necessary.
  
- To the best of our knowledge, Decedent did not leave any unpaid debts.
  
- To the best of our knowledge, Decedent did not apply for or receive Medicaid benefits.
  
- To the best of our knowledge, there are no unpaid estate or inheritance taxes.

- To the best of our knowledge, Decedent owned an interest in the following real property:

*5535 Circle Oaks Drive  
Bulverde, Comal County, Texas*

*Legal Description:*

*Lot 695, Oak Village North Unit No. 3, according to the map or plat recorded in Vol. 3 Page 83-86, Comal County Map and Plat Records*

- To the best of our knowledge, Decedent owned an interest in the following motor vehicles:

Year: 2020 Make: Toyota Model: Highlander VIN# 5TDGZRAHXL5510533

Year: 2007 Make: Polaris Model: Off Hwy ATV VIN# 4XARH68A574393553

- To the best of our knowledge, Decedent owned an interest in the following oil and gas mineral rights and/or royalty interest:


*Any and all oil and gas mineral interests presently active and/or in the future including but not limited to:*

*An approximate 50% Interest in and to the West half of the Northeast Quarter (2 / 2NE / 4) and the East half (E / 2) of the Northwest Quarter (NW / 4) Section twenty-six (26) Township One North (1N), Range Four (R.4 ECM) East of the Cimarron Meridian, Cimarron County, State of Oklahoma.*

**"We are aware of the penalties of perjury under Federal Law, which includes the execution of a false affidavit, pursuant to 18 U.S.C.S., Section 1621 wherein it is provided that anyone found guilty shall not be fined more than \$2,000.00 or imprisoned not more than 5 years or both. We are also aware that perjury in the execution of a false affidavit is a criminal act pursuant to Section 37.02 of the Texas Penal Code. Finally we are also aware that under Section 32.46 of the Texas Penal Code, a person commits an offense, if with intent to defraud or harm a person, he, by deception, causes another to sign or execute any document affecting property or service of the pecuniary interest of any person, and that an offense under such Section is a felony of the third degree which is punishable by a fine of \$5,000.00 and confinement in the Texas Department of Corrections for a term of not more than 10 years or less than 2 years."**

The undersigned further swears that they are making this affidavit for the purpose of clarifying the record and preventing difficulties, having personal knowledge of the facts stated herein.

Signed and executed on this 19th day of February 2025.

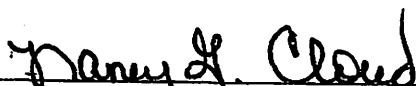
  
JERRY MITCHEL

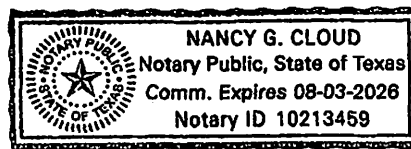
### ACKNOWLEDGMENT

STATE OF TEXAS       §  
                                  §  
COUNTY OF COMAL   §

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

Given under my hand and seal of office this 19th day of February 2025.

  
Notary Public, State of Texas

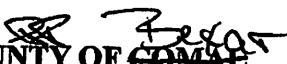


The undersigned further swears that they are making this affidavit for the purpose of clarifying the record and preventing difficulties, having personal knowledge of the facts stated herein.

Signed and executed on this 18 day of February 2025.


  
SUSAN S. WAHL, Affiant

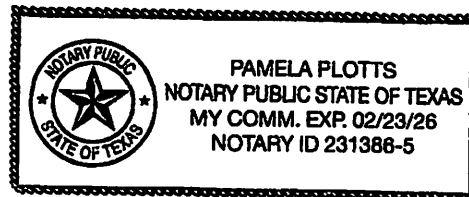
### ACKNOWLEDGMENT

STATE OF TEXAS §  
  
COUNTY OF COMAL §

Before me, on this day personally appeared SUSAN S. WAHL, known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18 day of February 2025.

  
Notary Public, State of Texas



**APPROVED AS TO FORM AND CONTENT**

Signed and executed on this 18<sup>th</sup> day of February 2025.

  
DAWN LANAE KEEN, Affiant

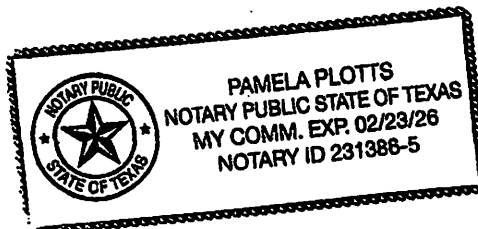
**ACKNOWLEDGMENT**

STATE OF TEXAS Bexar §  
COUNTY OF ~~COMAL~~ §

Before me, on this day personally appeared **DAWN LANAE KEEN** known to be the person whose name is subscribed to the foregoing instrument and acknowledged the facts stated in this Affidavit are true and correct.

Given under my hand and seal of office this 18 day of February 2025.

  
Notary Public, State of Texas



**PREPARED BY:**  
L.B. Shallcross & Associates  
2631 Bulverde Rd. Ste. 101  
Bulverde, Texas 78163

**LAST WILL AND TESTAMENT  
OF  
SHARON SUE KEEN**

State of Texas  
County of Comal

I, SHARON SUE KEEN, of Bulverde, Texas, being over the age of (18) years and of sound and disposing mind and memory, and not acting under the undue influence of any person whomsoever, so make, publish and declare this instrument to be my Last Will and Testament, revoking all former Wills and Codicils ever made by me.

**ARTICLE I  
IDENTITY OF TESTATOR'S FAMILY**


- 1.1 I declare that I am currently married to CLARENCE STANLEY KEEN.
- 1.2 I have (2) children, JAMES KIRK KEEN and DAWN LaNAE KEEN. All references in this Will to "my children" are to such children and to any children subsequently born to or adopted by me.
- 1.3 I have no deceased children.

**ARTICLE II  
PAYMENT OF FUNERAL EXPENSES AND TAXES**

- 2.1 I direct that my funeral expenses be paid by my independent executor as soon as practicable after my death.
- 2.2 All taxes, including any interest and penalties thereon, which may be payable by reason of my death and all of my debts, funeral expenses and administration expenses shall be charged against and paid out of my residuary estate. No contribution for any of the above taxes upon the proceeds of any insurance policy on my life shall be made by the beneficiary (other than my estate) of any such insurance policy. My executor is specifically given the right to renew and extend, in any form that she deems best, any debt or charge existing at the time of my death.

**ARTICLE III  
PROPERTY BEING DISPOSED**


- 3.1 It is my intention to dispose of all real and personal property which I have the right to dispose of by this Will.

  
\_\_\_\_\_



**ARTICLE IV  
BEQUEST AND DEVISES**

- 4.1 I hereby bequeath and devise all of my property, real or personal, wherever situated of which I may die seized or possessed or to which I may be entitled at the time of my death to my husband, CLARENCE STANLEY KEEN.
- (a) If my husband, CLARENCE STANLEY KEEN should predecease me, then I hereby bequeath and devise all of my property, real or personal, wherever situation of which I may die seized or possessed or to which I may be entitled at the time of my death to my children, JAMES KIRK KEEN and DAWN LaNAE KEEN equally.
- (b) If any of my children should predecease me, I hereby direct my executor to give that predeceased child's share to his/her issue to share per stirpes in the inheritance that the deceased child would have received.
- 4.2 If at the time of my death, I leave surviving me any other child or children born to or adopted by me subsequent to the date of this Will, then it is my will and I hereby direct that this paragraph Fourth shall ensure to the benefit of and shall include as a beneficiary hereunder along with my children named above, any and all children born to or adopted by me so that all of my children shall take and receive such property under this provision of my Will in equal proportions.
- 4.3 If all of my children should predecease me and there are no other children born to or adopted by me, and there are no issues of such predeceased child should predecease me, then I bequeath and devise all my property of whatever character to my grandchildren, Allie Michele Keen, Tanner Austin Keen, and Dalton Skyler Keen.
- 4.4 In the event any legatee or devisee under this Will shall die within a period of ninety days after my death, such legatee or devisee shall be deemed to have predeceased me, and I direct that all the provisions of this Will be construed upon that assumption.

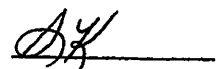
  
\_\_\_\_\_

**ARTICLE V  
FIDUCIARY APPOINTMENTS**

- 5.1 I appoint my daughter, DAWN LaNAE KEEN, to be the independent executor of my Will and estate. If she does not qualify or having qualified, dies, resigns, becomes incapacitated or otherwise ceases to act, I appoint my son, JAMES KIRK KEEN, to act in her place as independent executor of my Will.
- 5.2 No individual fiduciary executor shall receive any compensation for serving under this Will. All corporate fiduciaries receive fair and reasonable compensation for services rendered in any amount not exceeding the customary and prevailing charges for services of a similar character at the time and at the place such services are performed, and all my fiduciaries shall be reimbursed for the reasonable costs and expenses incurred in connection with their fiduciary duties.
- 5.3 I direct that no bond shall be required or other action had in the settlement or probate of my estate other than the probating and recording of my Will.
- 5.4 Unless other meaning is clearly indicated or required by context or circumstances, the term "executor" shall mean and include any independent executor, or any alternate or successor while serving as the personal representative of my estate.

**ARTICLE VI  
GENERAL PROVISIONS**

- 6.1 References in this Will to "descendant," or "descendants," "children" or "issue" mean lawful lineal blood descendants who have been conceived at any specific point in time relevant to such provision and who thereafter survive birth; and provided further that an adopted child and such adopted child's lawful lineal descendants by blood or adoption shall be considered under my Will as lawful lineal blood descendants of the adopting parent or parents and of anyone who is by blood a lineal ancestor of the adopting parent or of either of the adopting parents, provided such adoption occurs prior to such adopted child's eighteenth (18<sup>th</sup>) birthday.
- 6.2 References in this Will to my "heirs at law" are to those persons who take upon intestacy under the statutes of decent and distribution of the State of Texas relating to separate personality.



- 6.3** Where context and circumstances require, the gender of all words used in this Will shall and neuter, and the singular of all words shall include the plural and the plural the singular.
- 6.4** This Last Will and Testament has been executed in the State of Texas, and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of the State of Texas. If any part, clause, provision, or condition of this Last Will and Testament to be void, invalid, or inoperative, such voidness, invalidity, or inoperativeness shall not affect any other clause, provision, or condition hereof; but the remainder of this Last Will and Testament shall be effective as though such clause, provision, or condition had not been contained herein.
- 6.5** My executor may seek and obtain court instructions for the purpose of carrying out as nearly as may be possible the intention of this Last Will and Testament as shown by the terms hereof, including the term held invalid, illegal, or inoperative.
- 6.6** To the same extent as if it were the original, anyone may rely on a copy of this Last Will and Testament certified by a notary public to be a true copy of this Last Will and Testament. Anyone may rely on any statement of fact certified by anyone who appears from the original Last Will and Testament or a certified copy thereof to be an executor or beneficiary hereunder.

## SIGNATURE CLAUSE

In witness whereof I, SHARON SUE KEEN, make, set, declare, publish and hereby execute this instrument consisting of six (6) typewritten pages, including an attestation clause signature of witnesses and attached self-proving affidavit as my Last Will and Testament, hereunto subscribing my name in the presence of Taylor Hunkman and David Dillavou, who have, at my request and in my presence of each other, also subscribed their names hereto as attesting witnesses, all on the 4th day of July, 2012 in Bulverde, Comal County, Texas

Sharon Sue Keen  
Testator

## SHARON SUE KEEN ATTESTATION CLAUSE

This instrument, each preceding page of which is identified by the Testator's initials, was subscribed, published and declared by the Testator to be <sup>her</sup> Last Will and Testament in our presence, and we in <sup>her</sup> presence, at <sup>her</sup> request, and in the presence of each other, hereto subscribe our names as witnesses, and we declare that at the execution hereof, <sup>she</sup> was of sound memory and under no constraint.

David Dillavou Witness  
30448 Blueberry Ridge Address  
Bulverde TX 78143  
Taylor Hunkman Witness  
30448 Blueberry Ridge Address  
Bulverde, TX 78143

JK

STATE OF TEXAS  
COUNTY OF COMAL

BEFORE ME, the undersigned authority, on this day personally appears SHARON SUE KEEN, known to me to be the Testator, and David Dillavou and Taylor Hunkler known to me to be the witnesses, whose names are subscribed to the annexed for foregoing instrument in their respective capacities, and, all of said persons being by me first duly sworn, the said SHARON SUE KEEN, Testator, declared to man and to the said witnesses in my presence that said instrument is said person's LAST WILL AND TESTAMENT and that they executed it as their free act and deed for the purposes therein expressed, and the said witnesses, each on their oath stated to me, in the presence and hearing of the said Testator, that the said Testator had declared to them that the said instrument is their LAST WILL AND TESTAMENT, and that he executed same as such and wanted each of them to sign it as a witness in the presence of the said Testator and at said person's request; and that said Testator was at the time (18) years of age or over and was of sound mind, and that each of said witnesses was then at least fourteen (14) years of age.

Sharon Sue Keen  
SHARON SUE KEEN

[Signature]

Witness

Taylor Hunkler

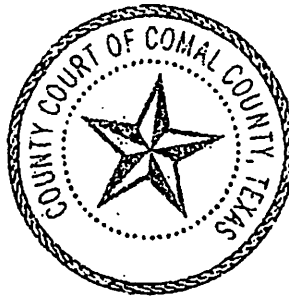
Witness

SUBSCRIBED AND ACKNOWLEDGED before me by the Testator, and subscribed and sworn to before me by the said SHARON SUE KEEN and David Dillavou and Taylor Hunkler, witnesses on this 4th day of July, 2012.



Patty Hall  
Notary Public, State of Texas

dk



This page has been added to comply with the statutory requirement that the clerk shall stamp the recording information at the bottom of the last page.

This page becomes part of the document identified by the file clerk number affixed on preceding pages.

Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
02/27/2025 08:54:32 AM  
JESS 13 Page(s)  
202506005458



*Bobbie Koepp*

# LETTERS TESTAMENTARY

THE STATE OF TEXAS

CAUSE NO. 2025PC0102

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 27<sup>th</sup> day of March A.D., 2025,  
**DAWN LANAE KEEN**

was by said court duly granted Letters Testamentary of the Estate of  
**CLARENCE STANLEY KEEN**, deceased,  
and that she has duly qualified as Independent Executor of said  
Estate on the 3<sup>rd</sup> day of April A.D., 2025 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  
4<sup>th</sup> day of March A.D., 2025.

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



BY

DERUTY





**COMAL COUNTY**  
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION  
CHECKLIST**

*Staff will complete shaded items*

		118759
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

06/16/2025

\_\_\_\_\_  
Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

INCOMPLETE APPLICATION ____ (Missing Items Circled, Application Refeused)
--