

# 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)				

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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: 118777  
Issued This Date: 07/16/2025  
This permit is hereby given to: Lee Schoech/Rachel Fern

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

124 DRAFT HORSE LN  
FISCHER, TX 78623

Subdivision: Stallion Springs  
Unit: 1  
Lot: 87  
Block: 0  
Acreage: 0.0000

#### 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.CCEQ.ORG

Date 6/11/2025

Permit Number 118777

### 1. APPLICANT / AGENT INFORMATION

Owner Name Lee Schoech/Rachel Fern  
Mailing Address 124 Draft Horse Lane  
City, State, Zip Fischer, Texas 78623  
Phone # 830-305-2979  
Email lee.schoech@gmail.com

Agent Name Brian Erxleben, R.S. 3637  
Agent Address 562 S. Hwy 123 Bypass #128  
City, State, Zip Seguin, Texas 78155  
Phone # 830-660-9133  
Email bandverx@gmail.com

### 2. LOCATION

Subdivision Name Stallion Springs Unit 1 Lot 87 Block NA  
Survey Name / Abstract Number \_\_\_\_\_ Acreage \_\_\_\_\_  
Address 124 Draft Horse Lane City Fischer State Texas Zip 78623

### 3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 3284

☐ 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: \$ 400,000 (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

Brian Fern

Date

06/18/2025 06/18/2025



## ON-SITE SEWAGE FACILITY APPLICATION

Planning Materials & Site Evaluation as Required Completed By Brian Erxleben, R.S. 3637

System Description Aerobic Treatment/Surface Application

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

Tank Size(s) (Gallons) 600 gpd Absorption/Application Area (Sq Ft) 5284

Gallons Per Day (As Per TCEQ Table III) 300

(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

6-11-25  
\_\_\_\_\_  
Date



alc



202506018938 06/23/2025 03:42:35 PM 1/2

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, 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 (commission) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), § 5.012 and § 5.013, gives the TCEQ 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 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:

UNIT / BLOCK LOT 87 SUBDIVISION *Stallion Springs*

IF NOT IN SUBDIVISION: ACRES SURVEY

The property is owned by Lee Schoech & Rachel Fern.

This OSSF shall 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 Environmental Health Department**.

WITNESS MY HAND ON THIS 23 DAY OF June, 2025.

[Signature]  
OWNER/AGENT NAME (SIGNATURE)

[Signature]  
OWNER/AGENT NAME (SIGNATURE)

Lee Schoech  
OWNER/AGENT NAME (PRINTED)

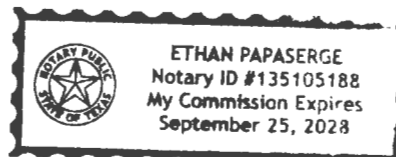
Rachelfern  
OWNER/AGENT NAME (PRINTED)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 23 DAY OF JUNE, 2025

[Signature]  
Notary Public, State of Texas

Notary's Printed Name: ETHAN PAPASERGE

Commission Expires: 09/25/2028



THIS DESIGN IS FOR AN AEROBIC SYSTEM. PLEASE HAVE THE  
"CERTIFICATION OF OSSF REQUIRING MAINTENANCE" NOTARIZED. **ALL OWNERS LISTED ON THE AFFIDAVIT MUST SIGN.** THEN FILE IT AT THE COUNTY CLERK'S OFFICE AT THE COURTHOUSE IN NEW BRAUNFELS. THEY WILL GIVE YOU A FILED COPY TO INCLUDE IN THE APPLICATION.

PLEASE GO THROUGH THE REST OF THE APPLICATION AND SIGN THE **82** HIGHLIGHTED LINES. **ALL OWNERS LISTED ON THE APPLICATION MUST SIGN.**

PLEASE SUBMIT THE APPLICATION TO THE ENVIRONMENTAL HEALTH DEPARTMENT (195 DAVID JONAS DR. NEW BRAUNFELS) WHEN COMPLETE.



Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
06/23/2025 03:42:35 PM  
MARY 2 Page(s)  
202506018938



*Bobbie Koepp*

**REVISED**

8:05 am, Jul 16, 2025

## WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer <b>Lee/Rachel Schoech/Fern</b>		Residential <input checked="" type="checkbox"/>	Initial Contract <input checked="" type="checkbox"/>
Site Address <b>124 Draft Horse Lane, Fischer, TX 78623</b>		Agency <b>Comal County</b>	
Email <b>lee.schoech@gmail.com</b>	Phone <b>(830) 305-2979</b>	Permit Number	
System Details <b>Treatment: Aerobic Surface Application Liquid Bleach / System: Pro Flo Aerobic Systems 600 Max GPD</b>			

### MAINTENANCE AGREEMENT

#### I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 9595 Ranch Rd 12 Suite #1, Wimberley, TX 78676. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

#### II. Dates & Fees:

This agreement commences *on the date the licence to operate is issued* ~~upon receipt by the Contractor of notice that the Local Regulatory Agency has given final approval of the installation~~ (for a new or modified system), or on **6/13/2026** for an existing system, provided the Contractor has received payment in full of Fee(s) as agreed herein. The fees for this agreement are **\$450.00** and shall be prepaid per the payment terms outlined herein.

#### III. Renewal Terms:

The term of this Agreement is **2 year(s)** but in no case shall the Fee to the Contractor be for less than **one (1) year**. This Agreement is non-expiring and automatically renews without need for signing of any additional document(s) – provided Client continues to timely pay the Fee(s) when due. Agreements paid monthly are paid using Contractor's system for automatic debit or automatic draft. Agreements that are prepaid will be invoiced by Contractor before the due date and must be timely paid by Client. If not timely paid before the due date, the Contractor has the right to terminate this Agreement.

#### IV. Services by Contractor:

1. Inspect and perform routine maintenance on the part with "On-Site Sewage Facility" ("OSSF or "the system") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Replacement, Replenishment, and



Repairs are additional services not covered by the Fee. Regarding all such work, Contractor shall abide by Client's election in Section V of this agreement.

5. Report to the appropriate regulatory agency 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 agency within 14 days.
6. Visit site within 48 hours of a service request.
7. Provide Customer Support line at (855) 560-9909

## **V. Client Responsibilities:**

1. Maintain a current License to Operate and abide by the conditions and limitations of that license and all requirements for OSSF from the State and Local Regulatory Agency as well as manufacturer's recommendations.
2. Maintain disinfection unit and at all times provide proper and adequate chlorine supply or operating disinfection component, if OSSF is equipped with same.
3. Provide all necessary site, yard, or lawn maintenance and removal of obstacles, including dogs and other animals, as needed to allow the system and its components to function properly and to allow Contractor safe and easy access to all parts of the system and its components.
4. Maintain site drainage to prevent adverse effects on OSSF.
5. Provide for pumping of tanks, when and as suggested by Contractor, at Client's own expense. Typically, every 3 years.
6. Do not exceed the system's physical, hydraulic, or biological limitations
7. Notify Contractor within 24 hours of the occurrence of any and all alarms or problems with any component or with the system.
8. Be available by text, phone, or in person when the Contractor is on-site in case of required repair approvals or questions.
9. Promptly pay Contractor's bills, fees, and invoices in full.
10. Elect one of the following: Authorized

**Yes, I authorize.** If during the Contractor's time of the maintenance check any component of the system is found to need replacement, replenishment, or repair, then Client authorizes Contractor to perform the service per the above and bill or charge the Client for such additional services without further approval by Client so long as the service is \$150 or less and the Contractor has the necessary materials to perform the replacement, replenishment, or repair.

**No, I do not authorize.** If, during the Contractor's maintenance check, any component of the system is found to be in need of replacement, replenishment, or repair, Contractor will notify Client of repairs needed and, where feasible, provide an estimate of costs. No replacement, replenishment, or repairs will be performed without express approval of Client. Additional Service fees will apply for return visits to perform repairs.

## **VI. Authority**

In signing this Agreement, the Client: (1) hereby affirms ownership to the Property as well as the OSSF that is the subject of this Agreement. (2) represents that he/she has authority to permit Contractor's entry upon property to monitor, service, or repair and agrees to hold Contractor and its agents harmless for entry upon such real property for these purposes, and (3) represents to have the authority to bind all owners of the property to the terms of this agreement, or to accept personal responsibility for these terms.

## **VII. Access By Contractor**

Contractor is hereby granted access to the system and all related components for the purposes of performing the Services or Additional Services. Unless other arrangements have been made in advance in writing, Contractor's personnel may enter the property at reasonable times without any form of notice for the purpose of performing the Services or Additional Services. Contractor will require free, unrestricted access to the system and related components for the purpose of performing all work. If upon arrival at the site, Contractor determines that access is prevented, blocked, or restricted, Contractor is not required to perform any of the steps, and will be credited with completion of that maintenance check. Additional maintenance checks to complete the Services shall be billed to Client as an Additional Service.

### VIII. Payment Terms:

The fee for this agreement only covers the services described herein. This fee does not cover equipment or labor for non-warranty repairs, labor for warranty repairs, or service charges resulting from unscheduled, Client requested trips to the Client's OSSF. Payments not received within 30 days from the date of invoicing will be subject to a \$30.00 late penalty and or a 1.5% monthly carrying charge, whichever is greater. By signing this contract, the Client authorizes the Contractor to remove any parts which were installed but not paid for at the end of 30 days. The Client is still responsible for any labor costs associated with the installation and removal of said parts. All invoices are due upon receipt by Client. Under no condition shall prepayment of Fee, or the sum of monthly payments of Fee, be for less than **a one-year term**. After **2 year(s)**, prepaid agreements (other than monthly) may be prorated using monthly increments, less other charges as discussed elsewhere in this Agreement.

### IX. Application or Transfer of Payment:

The Fee paid for this Agreement may transfer to the subsequent owner(s), however, this Agreement will not transfer. Client will advise subsequent owner(s) of the regulatory requirement for a replacement Agreement. Regulations require that replacement Agreements 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, returned check charges, and charges for repairs or services not paid within 10 days of invoicing. Unpaid balances on Client's account may lead to the extension of the monthly drafting or debiting program, if applicable, to complete payment of Client's account balance(s).

### X. Termination of Agreement:

After a minimum of **2 year(s)**, in order to provide sufficient time to comply with the regulatory requirement for notices from the Contractor to the Local Regulatory Agency, this Agreement may be terminated for any reason by either party with a minimum 30 day written notice, without fault of the terminating party. Contractor shall be due a Fee equal to at least the first year and may also deduct for any other work performed by Contractor but not yet paid by Client, whether invoiced prior to termination or not. Contractor will notify the appropriate Local Regulatory Agency of this termination.

### XI. Limitation of Liability:

In no event shall the 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 the direct damages exceed payments by the Client under this agreement.

### XII. Severability:

If any provision of this agreement shall be held to be invalid or unenforceable for any reason the remaining provisions shall continue to be held valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, 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.

Lee/Rachel Schoech/Fern

Signed by:

Customer Name

*Lee Schoech Rachel Fern*

A6F88AE07A1D448

Customer Signature

Luna Environmental / Logan Leppo

Signed by

Maintenance Provider Name

*Logan Leppo*

License # MP0002494

7E310637BB97040C

Maintenance Provider Signature

Additional Comments / Special Terms

**OSSF SOIL EVALUATION REPORT INFORMATION**  
**COMAL COUNTY**

**DATE: 6-11-25**

**Applicant Information:**

Name: Lee Schoech/Rachel Fern  
Address: 124 Draft Horse Lane  
City: Fischer State: Texas Zip: 78623  
Ph: (830) 305-2979 Fax:

**Site Evaluator Information:**

Name: Brian Erxleben  
Address: 562 S. Hwy 123 Bypass #128  
City: Seguin State: Texas Zip: 78155  
Ph: (830) 660-9133 E-mail: bandverx@gmail.com

**Property Location:**

Lot: 87 Block:  
Subdivision: Stallion Springs, Unit 1  
Street/Road Address: 124 Draft Horse Lane  
City: Fischer State: TX Zip: 78623  
Additional:

**Installer Information:**

Name: Juan Sergio Rodriguez, OS0037635  
Company: Professional Septic Systems  
Address: 3507 N. Stewart Road  
City: Donna State: Texas Zip: 78537  
Ph: (956) 867-7620 Fax:

**SCHEMATIC of LOT of TRACT**

Show:

North arrow, adjacent streets, property lines, dimensions, location of buildings, easements, swimming pools, water lines, and other structures where known.

Location of existing or proposed water wells within 150 feet of property.

Indicate slope or provide contour lines from the structure to the farthest location for the proposed soil absorption or irrigation area.

Location of soil boring or dug pits (show with respect to a known reference point).

Location of drainage ways, water impoundment areas, cut or fills bank, sharp slopes and breaks.

Lot Size: 0.944 acres

**SITE DRAWING**

**SEE SITE PLAN**

**FEATURES OF SITE AREA**

Presence of 100 year flood zone	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Presence of upper water shed	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Existing or proposed water well in nearby area	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	Organized sewage service available to lot	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
Presence of adjacent ponds, streams, water impoundments	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>		

Site Evaluator:

NAME: BRIAN ERXLEBEN Signature:  License No: 11458

---

**Brian Erxleben, R.S., S.E.**  
562 S. Hwy 123 Bypass #128  
Seguin, Texas 78155  
Mobile (830) 660-9133 bandverx@gmail.com

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**OSSF DESIGN**

Owner: <b>Lee Schoech/Rachel Fern</b> Location: <b>124 Draft Horse Lane Fischer, Texas 78623</b> Phone: <b>(830) 305-2979</b> Date: <b>6-11-25</b>
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Development: **Residence with water saving devices**    Bedrooms: **3**    Sq. Ft: **3284**

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Q: **300 gpd**    Soil: **Type 4**     $R_i$ : **0.064 gal/ft<sup>2</sup>/day**

---

System Type: **Aerobic/Surface Application (Pro Flo 600 SLPT 600 gpd)**

Minimum Required ATU Treatment Capacity: **480 gpd**

Trash Tank: 447 gall    Aerobic Tank: 600 gpd    Pump Tank: 796 gall

Supply Line: **Sch 40, 1" purple (~160')**    Check Valve Required: **No**

Minimum Application Area (A): 4688 ft<sup>2</sup> ( $A = Q/R_i$ )

Sprinklers: **K-Rain Proplus Low Angle**

Number	Nozzle	PSI	Pattern	Radius	Area/head	GPM/head	$R_i$
<b>S1</b>	<b>#3</b>	<b>30</b>	<b>360°</b>	<b>29 ft</b>	<b>2642 ft<sup>2</sup></b>	<b>3.0</b>	<b>0.064</b>
<b>S2</b>	<b>#3</b>	<b>30</b>	<b>360°</b>	<b>29 ft</b>	<b>2642 ft<sup>2</sup></b>	<b>3.0</b>	<b>0.064</b>

Overlap Area: 0    Actual Application Area: **5284 ft<sup>2</sup>**    GPM: **6.0 GPM**

TDH Calculations:

$$\text{Friction Head}(H_f) = \frac{1.2(10.4397)(L)(Q)^{1.85}}{(C)^{1.85}(D)^{4.8655}} = 10 \text{ ft}$$

L = Length of equivalent pipe length (D) in feet

C = Hazen – Williams flow coefficient (150 for schedule 40)

Q = Flow rate, gpm

D = Internal pipe diameter, inches

Pressure Head ( $H_p$ ) = 70 ft (2.31)(psi)    Elevation Head ( $H_e$ ) = 5 ft

TDH = **85 ft** ( $H_f + H_p + H_e$ )

Pump Requirements: **6.0 GPM @ 85 ft TDH**    Pump Used: **Sta-Rite 20DOM05121 20 gpm ½ HP**

- **Timer set to spray between 12:00 AM & 5:00 AM**
- **Liquid chlorinator**



# COMAL COUNTY ENVIRONMENTAL HEALTH DEPARTMENT

## OSSF SOIL EVALUATION FORM

Owners Name: Lee Schoech/Rachel Fern  
 Physical Address: 124 Draft Horse Lane Fischer, Texas 78623  
 Name of Site Evaluator: Brian Erxleben, S.E. #11458  
 Date Performed: 5-13-25 Proposed Excavation Depth: NA

**Requirements:**

At least two soil excavations must be performed on the site, at opposite ends of the proposed disposal area. Locations of soil evaluation must be shown on the application site drawing or designer's 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.  
 Please describe each soil horizon and identify any restrictive features in the space provided below. Draw lines at the appropriate depths.

SOIL BORING NUMBER <u>1 &amp; 2</u>						
Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III-blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	<b>Type 3</b>  <b>Rock</b>	<b>Clay loam</b>	<b>N/A</b>	<b>None</b>	<b>None</b>	<b>Aerobic Spray</b>
1						
2						
3						
4						
5						

SOIL BORING NUMBER _____						
Depth (Feet)	Texture Class	Soil Texture	Structure (For Class III-blocky, platy or massive)	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0						
1						
2						
3						
4						
5						

### FEATURES OF SITE AREA

Presence of 100 year flood zone	YES ___ NO <u>X</u>
Presence of adjacent ponds, streams, water impoundments	YES ___ NO <u>X</u>
Existing or proposed water well in nearby area	YES ___ NO <u>X</u>
Organized sewage available to lot or tract	YES ___ NO <u>X</u>
Recharge features within 150 feet	YES ___ NO <u>X</u>

I certify that the above statements are true and are based on my own field observations.

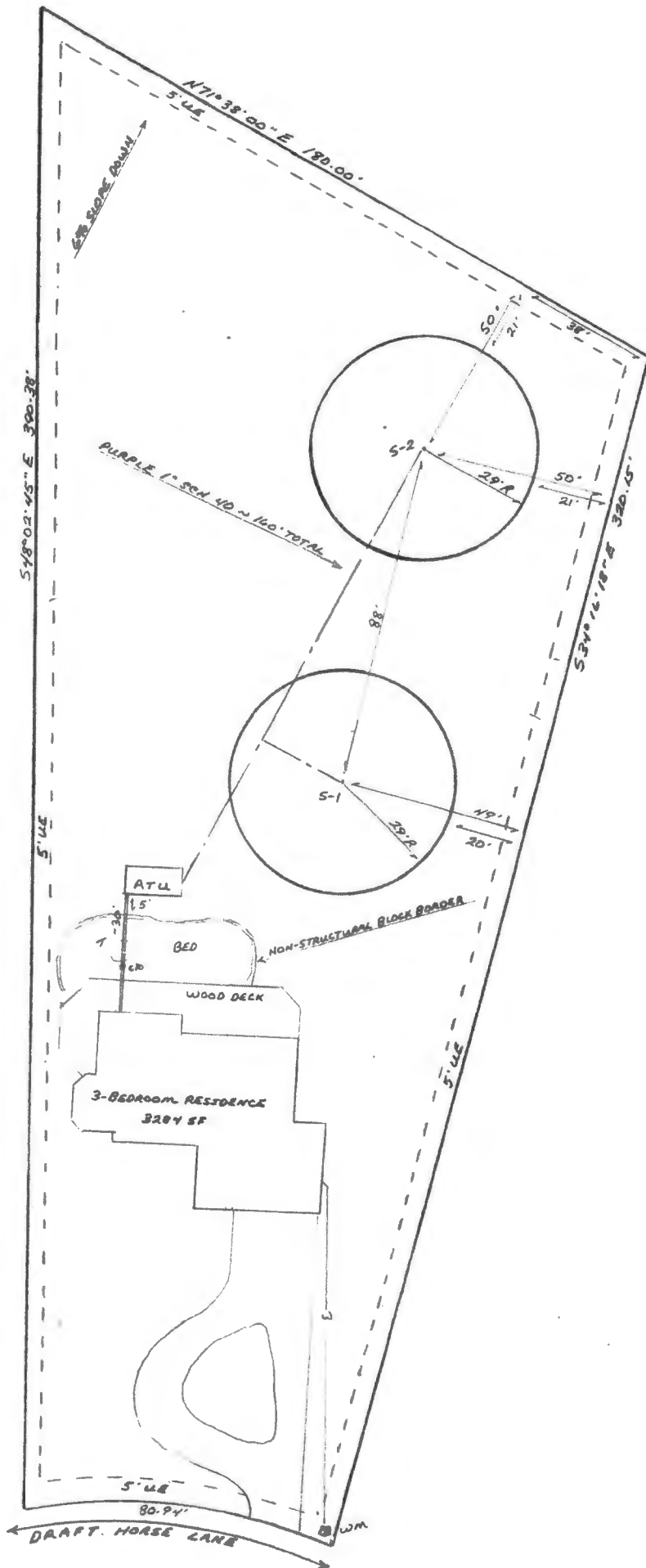
Signature of Site Evaluator

Date



6-11-25





**LOT 87**  
**STALLION SPRINGS, UNIT 1**  
**0.944 ACRES**

LOT IS LOCATED OUTSIDE OF THE 100-YEAR FLOODPLAIN & WITHIN THE CONTRIBUTING ZONE. THERE IS NO EXISTING CZP FOR THE SUBDIVISION. DEVELOPMENT IS A SINGLE-FAMILY RESIDENCE WITH <20% IMPERVIOUS COVER AND A CZP IS NOT REQUIRED.

#### NOTES:

1. Design replaces an existing OSSF. An existing septic tank (T) is to be pumped and filled.
2. Extend an existing 3" or 4" sch 40 tightline with 2-way cleanout from the house to the ATU, minimum slope 1/8 in/ft.
3. ATU is a ProFlo 600 SLPT..
4. Supply line to the sprinklers is purple 1" sch 40.
5. S1 & S2 are K-Rain Proplus low angle sprinklers with #3 nozzles operating @ 30 psi, 360° pattern, 29' radius.
6. There shall be no obstruction within 10' of the sprinkler heads.
7. Audible & visual alarms, external disconnect within site of the pump tank, pump & alarms on separate breakers and external wiring in conduit are required.
8. Timer set to spray between 12:00 AM & 5:00 AM.
9. Liquid chlorinator.
10. Any excavations and/or exposed rock in the disposal area shall be covered with topsoil and seasonal grasses shall be seeded over the disposal area in order to minimize run-off & erosion.

#### SITE PLAN & OSSF DESIGN:

LEE SCHOECH/RACHEL FERN  
 124 DRAFT HORSE LANE  
 FISCHER, TEXAS 78623

BRIAN C. ERXLEBEN, R.S.  
 562 S. HWY 123 BYPASS #128  
 SEGUIN, TEXAS 78155  
 (830) 660-9133

DATE: 6-11-25

SCALE: 1" = 40'

Q'S UP TO 360 GPD

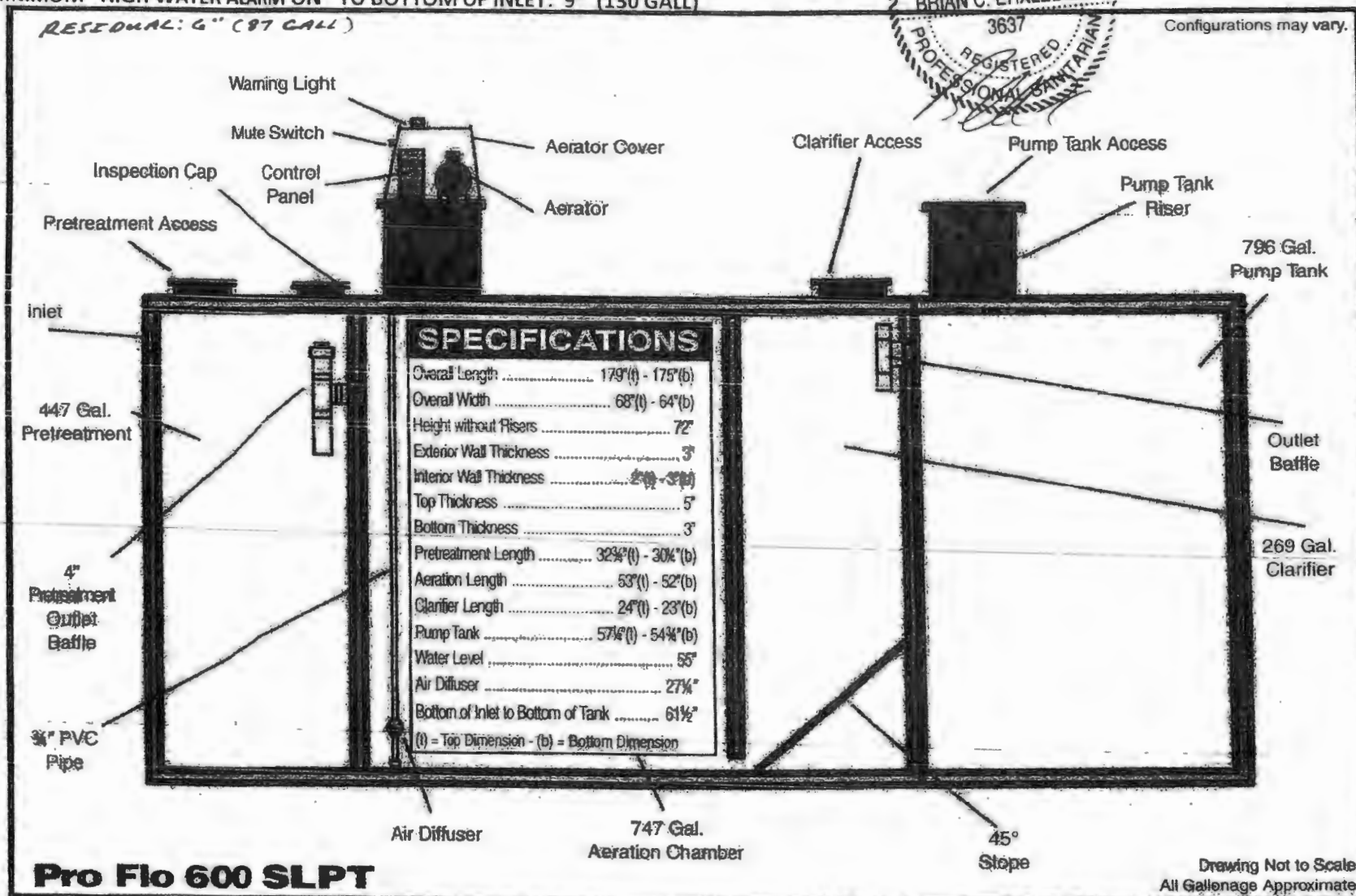
14.47 GALL/IN

MINIMUM "PUMP ON" TO "HIGH WATER ALARM ON": 25" (362 GALL)

MINIMUM "HIGH WATER ALARM ON" TO BOTTOM OF INLET: 9" (130 GALL)



Configurations may vary.

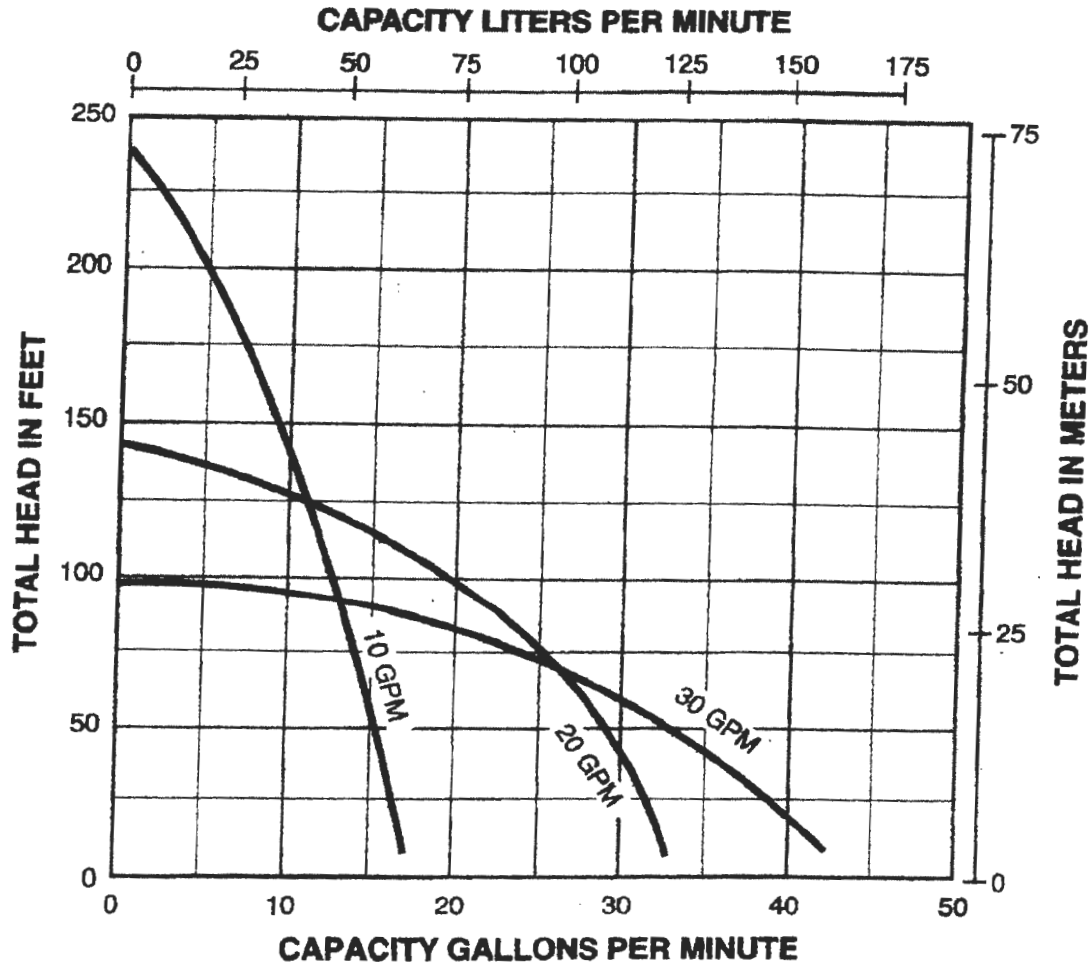


**Pro Flo 600 SLPT System Diagram**



# 4" multi-stage submersible pump

## PUMP PERFORMANCE



## PUMP PERFORMANCE

Pump Model	PSI											
	0	10	20	30	40	50	60	70	80	90	100	110
10DOM05121			15.0	13.7	12.7	11.5	10.2	8.4	6.5	4.3	1.0	
20DOM05121			30.0	26.0	21.5	14.2	4.4					
30DOM05121		38.5	33.3	25.8	16							

## PUMP PERFORMANCE

Pump Model	Bar											
	0	.69	1.38	2.07	2.76	3.45	4.13	4.82	5.51	6.20	6.89	7.58
10DOM05121			56.8	51.9	48.1	43.5	38.6	31.8	24.6	16.3	3.8	
20DOM05121			113.6	98.4	81.4	53.7	16.7					
30DOM05121		145.7	126.0	97.7	60.6							

## SPRINKLER INSTALLATION

### 7 INSTALL AND BURY

Thread the sprinkler onto the pipe. Bury the sprinkler flush to grade.

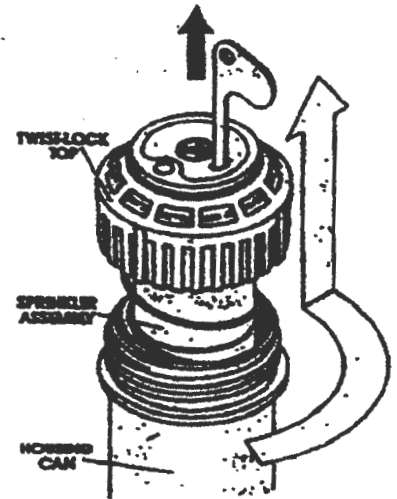
### POINTING THE LEFT START

### 8 TURN THE CAN

You can orient the LEFT START position (the point where the sprinkler will begin spraying) by simply turning the entire sprinkler housing can on the pipe. Visually point the nozzle retention screw where you want it to begin spraying.

### OR TURN THE LOWER PORTION OF THE RISER

Pull the riser up with your KEY. Grab the LOWER portion of the riser and rotate it to orient the nozzle to the desired LEFT starting position. IMPORTANT: DO NOT GRAB THE TOP PORTION OF THE RISER.



### 9 INSPECTING THE FILTER

Unscrew the top and lift complete sprinkler assembly out of the housing can. The filter is on the bottom of the sprinkler assembly and can easily be pulled out, cleaned and re-installed.

#### STANDARD NOZZLE PERFORMANCE CHART

Nozzle	PSI	Radius	GPM
#1	30	33'	1.0
	40	35	1.3
	50	38	1.4
	60	38'	1.5
#2	30	38'	2.1
	40	39'	2.5
	50	40'	3.0
	60	41'	3.1
#3	30	41'	2.8
	40	42'	3.3
	50	45'	3.6
	60	46'	4.2
#4	30	43'	3.9
	40	45'	4.5
	50	47'	5.4
	60	52'	5.8
#5	40	49'	6.2
	50	51'	7.0
	60	54'	7.9
	70	55'	8.1
#8	40	47'	8.0
	50	51'	8.9
	60	53'	9.6
	70	55'	10.6

#### 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
#5	40	38'	6.5
	50	40'	7.3
	60	42'	8.0
	70	44'	8.6

DATA REPRESENTS TEST RESULTS IN ZERO WIND. ADJUST FOR LOCAL CONDITIONS. RADIUS MAY BE REDUCED WITH NOZZLE RETENTION SCREW.

© 1996 K-Rain Mfg. Corp.

**From:** [Ritzen,Brenda](#)  
**To:** ["lee.schoech@gmail.com"](mailto:lee.schoech@gmail.com); [bandverx@gmail.com](mailto:bandverx@gmail.com)  
**Subject:** Permit 118777  
**Date:** Tuesday, July 15, 2025 4:19:00 PM  
**Attachments:** [image001.png](#)

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**Re: Lee Schoech & Rachel Fern  
Stallion Springs Unit 1 Lot 87  
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:

- ✓ The maintenance contact must indicate that the start date of the contract shall be the date the License to Operate is issued.
- 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)



## WASTEWATER TREATMENT SYSTEM MAINTENANCE CONTRACT

Customer

Lee/Rachel Schoech/Fern

Residential



Initial Contract



Site Address

124 Draft Horse Lane, Fischer, TX 78623

Agency

Comal County

Email

lee.schoech@gmail.com

Phone

(830) 305-2979

Permit Number

System Details

Treatment: Aerobic Surface Application Liquid Bleach / System: Pro Flo Aerobic Systems 600 Max GPD

### MAINTENANCE AGREEMENT

#### I. General:

This work for hire agreement (hereinafter referred to as "Agreement") is entered into by and between the Client and Luna Environmental, LLC (hereinafter referred to as "Contractor"), located at 9595 Ranch Rd 12 Suite #1, Wimberley, TX 78676. By this agreement, Contractor agrees to render services, as described herein, and Client agrees to fulfill his/her/their responsibilities under the agreement as described herein.

#### II. Dates & Fees:

This agreement commences upon receipt by the Contractor of notice that the Local Regulatory Agency has given final approval of the installation (for a new or modified system), or on **6/13/2026** for an existing system, provided the Contractor has received payment in full of Fee(s) as agreed herein. The fees for this agreement are **\$450.00** and shall be prepaid per the payment terms outlined herein.

#### III. Renewal Terms:

The term of this Agreement is **2 year(s)** but in no case shall the Fee to the Contractor be for less than **one (1) year**. This Agreement is non-expiring and automatically renews without need for signing of any additional document(s) – provided Client continues to timely pay the Fee(s) when due. Agreements paid monthly are paid using Contractor's system for automatic debit or automatic draft. Agreements that are prepaid will be invoiced by Contractor before the due date and must be timely paid by Client. If not timely paid before the due date, the Contractor has the right to terminate this Agreement.

#### IV. Services by Contractor:

1. Inspect and perform routine maintenance on the part with "On-Site Sewage Facility" ("OSSF or "the system") in compliance with code, regulations, and/or rules of the Texas Commission on Environmental Quality ("TCEQ") and county in which the OSSF is located and the manufacturer's requirements, at a frequency of approximately once every four (4) months.
2. Inspection, adjustment, and servicing of the mechanical, electrical, and other components to ensure proper functioning. This includes inspecting control panels, air pumps, air filters, diffusers, floats, and spray heads.
3. Effluent Inspection will include the following: effluent quality (color, turbidity, overflow, and odor), testing effluent chlorine and pH levels, when necessary, alarm function, filters, operation of effluent pump and chlorinator. Unless otherwise agreed to, Contractor does not provide chlorine. BOD and TSS annually on commercial accounts, additional charges apply.
4. Notify Client of any repairs needed to keep OSSF in proper working condition and up to regulatory standards. Items under warranty may be repaired while the technician is on-site. Replacement, Replenishment, and

15/ITC/JJM/ 1919258 -WIM

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**GENERAL WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** June 7, 2019

**Grantor:** Rockwell G. Trudell, as Independent Executor of the Estate of Jill G. Trudell, Deceased and as Agent and Attorney-in-Fact for Gilbert R. Trudell, a single person

**Grantor's Mailing Address (including county):**

329 Branchwood Court  
Schaumburg, IL 60193  
Cook County

**Grantee:** Lee Schoech and wife, Rachel Fern Lee Schoech

**Grantee's Mailing Address (including County):**

124 Draft Horse  
Fischer, Texas 78623  
Comal County

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of TWO HUNDRED NINETY-FOUR THOUSAND FIVE HUNDRED AND 00/100 (\$294,500.00) DOLLARS and is executed by Grantee, payable to the order of QUICKEN LOANS. The note is secured by a vendor's lien retained in favor of QUICKEN LOANS in this deed and by a deed of trust of even date, from Grantee to Mandy Bennett, Trustee.

QUICKEN LOANS at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of QUICKEN LOANS and are transferred to QUICKEN LOANS without recourse on Grantor.

**Property (including any improvements):**

**Correction Affidavit as to General Warranty Deed with Vendor's Lien**

**Date:** July 11, 2019

**Description of Original Instrument ("Original Instrument"):** General Warranty Deed with Vendor's Lien dated June 7, 2019, from Rockwell G. Trudell, as Independent Executor of the Estate of Jill G. Trudell, Deceased and as Agent and Attorney-in-Fact for Gilbert R. Trudell, a single person to Lee Schoech and wife, Rachel Fern Lee Schoech, recorded as County Clerk's Document No. 201906020112, Official Public Records of Comal County, Texas.

**Affiant:** JOSEPH MALONE

Affiant on oath swears that the following statements are true and correct and are within the personal knowledge of Affiant:

1. My full legal name is JOSEPH MALONE, and I am over the age of eighteen (18) years and qualified to make this Affidavit.
2. I am employed as an Escrow Officer of Independence Title. I closed the transaction relating to the Original Instrument under our Guaranty File No. 1919258-WIM and have personal knowledge of the facts relevant to the correction of the Original Instrument.
3. I am making this Affidavit as a correction instrument pursuant to Section 5.028 of the Texas Property Code, with regard to the following clerical error in the Original Instrument:

Second Grantee incorrectly recited in Original Instrument as Rachel Fern Lee Schoech.

4. The Original Instrument should correctly read as follows with respect to the clerical error described above, this being a non-material change to the Original Instrument:

Second Grantee shall be recited in Original Instrument as Rachel Fern.

5. I have given notice of this correction of the Original Instrument by sending a copy of this Correction Affidavit by first class mail to each party to the Original Instrument in accordance with Section 5.028 (d)(2), Texas Property Code as evidenced by copies of transmittals attached hereto.

Further Affiant sayeth not.

  
\_\_\_\_\_  
JOSEPH MALONE



ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF Cook

This instrument was acknowledged before me on this 6 day of June, 2019 by Rockwell G. Trudell, as Independent Executor of The Estate of Jill G. Trudell, Deceased, and as Agent and Attorney-in-Fact for Gilbert R. Trudell.

  
Notary Public, State of Illinois



Filed and Recorded  
Official Public Records  
Bobbie Koepp, County Clerk  
Comal County, Texas  
06/12/2019 12:23:08 PM  
CHRISTY 3 Pages(s)  
201906020112



*Bobbie Koepp*

Lots 27 and 28, STALLION SPRINGS, UNIT 1, a subdivision in Comal County, Texas, according to the map or plat thereof recorded in Volume 6, Pages 189-193, Map or Plat Records, Comal County, Texas.

**Reservations From and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to any and all restrictions, covenants, mineral reservations, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned County and State.

Current ad valorem taxes on said property having been prorated, the payment thereof is assumed by Grantee.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

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

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

X *Rockwell G. Trudell*  
Rockwell G. Trudell, as Independent Executor  
of The Estate of Jill G. Trudell, Deceased, and  
as Agent and Attorney-in-Fact for Gilbert R.  
Trudell

6-6-19

*Independent Executor of the Estate of  
Jill G. Trudell, Deceased and as Agent  
and Attorney-in-Fact for Gilbert  
R. Trudell*