

Comal County Environmental Health

OSSF Inspection Sheet

Installer Name: _____

OSSF Installer #: _____

1st Inspection Date: _____

2nd Inspection Date: _____

3rd Inspection Date: _____

Inspector Name: _____

Inspector Name: _____

Inspector Name: _____

Permit#:

Address:

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

Inspector Notes:

**Comal County Environmental Health
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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)				

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

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

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



COMAL COUNTY

ENGINEER'S OFFICE

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

Permit Number: 118852
Issued This Date: 09/05/2025
This permit is hereby given to: HENRY HAND

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

28820 COUNTRYSIDE DR
NEW BRAUNFELS, TX 78132

Subdivision: COMAL COUNTRY ESTATES
Unit: 2A
Lot: 1
Block: N.A
Acreage: 4.2900

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.

RECEIVED

By Kathy Griffin at 11:51 am, Jul 15, 2025



COMAL COUNTY

ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

		118852
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

7/14/2025

Date

___ COMPLETE APPLICATION	
Check No. _____	Receipt No. _____

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

ON-SITE SEWAGE FACILITY APPLICATION

Date _____

Permit Number _____

1. APPLICANT / AGENT INFORMATION

Owner Name HENRY HAND
Mailing Address 28820 COUNTRYSIDE DR.
City, State, Zip NEW BRAUNFELS, TX, 78132
Phone # 830-344-2929
Email mjantonio12@gmail.com

Agent Name JUAN PEREZ
Agent Address 13838 SOUTHTON RD.
City, State, Zip SAN ANTONIO, TX, 78223
Phone # 210-427-7151
Email juan@alamotransport.com

2. LOCATION

Subdivision Name COMAL COUNTRY ESTATES 2A Unit _____ Lot 1 Block _____
Survey Name / Abstract Number _____ Acreage 4.3 acres
Address 28830 COUNTRY DR. City NEW BRAUNFELS State TX Zip 78132

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 4

Indicate Sq Ft of Living Area 2063

☐ 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: \$ 51,638.00 (Structure Only)

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

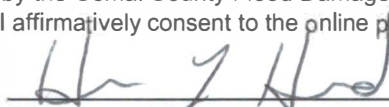
☐ Yes ☒ No (If yes, owner must provide approval from USACE for proposed OSSF improvements within the USACE flowage easement)

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

Date



Planning Materials & Site Evaluation as Required Completed By ANDY WINTER

System Description AEROBIC SURFACE SPRAY

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

Tank Size(s) (Gallons) 1871 GAL Absorption/Application Area (Sq Ft) 5655

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.)

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.)

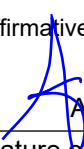
Is this property within an incorporated city? ☐ Yes ☒ No

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

9 Jul 25

Date



202506021644 07/14/2025 01:30:27 PM 1/2

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL
STATE OF TEXAS

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

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

I
The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (commission) 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):

COMAL COUNTRY ESTATES 2A LOT 1, 4.294 ACRES

The property is owned by (Insert owner's full name): HENRY L. HAND

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.

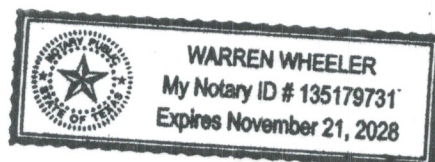
Upon sale or transfer of the above-described property, the permit for the OSSF shall be transferred to the buyer or new owner. A copy of the planning materials for the OSSF can be obtained from the Comal County Engineer's Office.

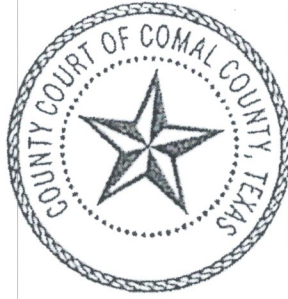
WITNESS BY HAND(S) ON THIS 14 DAY OF July, 20 25


Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 14 DAY OF July, 20 25


Notary Public, State of Texas





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
07/14/2025 01:30:27 PM
TAMMY 2 Page(s)
202506021644



Bobbie Koepp

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer HENRY L. HAND
Site Address 28830 COUNTRY DR.
City NEW BRAUNFELS Zip 78132
Mailing Address 28820 COUNTRY DR., NEW BRAUNFELS TX, 78132
County COMAL Map # _____
Phone 830-344-2929
Email mjantonio12@gmail.com

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

II. Effective Date:

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

III. Termination of Agreement:

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

IV. Services:

Contractor will:

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

V. Disinfection:

HH

RC

Customer's Initials



Contractor's Initials

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

VI. Electronic Monitoring:

Electronic Monitoring is not included in this Agreement.

VII. Performance of Agreement:

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

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

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

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

VIII. Customer's Responsibilities:

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

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

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

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

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

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

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

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

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

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

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

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

IX. Access by Contractor:

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

X. Limit of Liability:

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

XI. Indemnification:

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

HH

Customer's Initials



RC

Contractor's Initials

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

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

XII. Severability:

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

XIII. Fee for Services:

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

XIV. Payment:

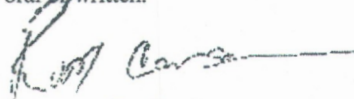
Full payment is due upon execution of this Agreement (Required of new Customer). For any other service(s) or repair(s) provided by Contractor the Customer shall pay the invoice(s) for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices on the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

XV. Application or Transfer of payment:

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

XVI. Entire Agreement:

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


Rudy Carson

Block Creek Aerobic Services, LLC,
Contractor
MP# 0002036



Customer Signature

7/14/2025

Date

HH

RC

Customer's Initials



Contractor's Initials

Site Evaluation

Site Evaluation:

TEST HOLE #1

Soil Texture:	Silty Clay Loam / Caliche
Soil Structure:	Blocky
Soil Depth:	60" Min
Restrictive Horizon:	Rock Shelf @ 30"
Groundwater:	None Encountered
Topography:	Approximately 4% Slope on site of drain field
Determination:	Site was determined to have a Class III soil. There was no site encountered groundwater. The soil is a Class III, Aerobic system will be needed to accommodate for the rock shelf.

Site Evaluation:

TEST HOLE #2

Soil Texture:	Silty Clay Loam
Soil Structure:	Blocky
Soil Depth:	60" Min
Restrictive Horizon:	Rock Shelf @ 12"
Groundwater:	None Encountered
Topography:	Approximately 4% Slope on site of drain field
Determination:	Site was determined to have a Class III soil. There was no site encountered groundwater. The soil is a Class III, Aerobic system will be needed to accommodate for the rock shelf.

Owner: HENRY HAND
Location: 28830 COUNTRY
DR., NEW BRAUNFELS TX

Date : 7/8/25

Scale: N/A

Sheet: 1 of 5

**WINTER'S ROCKING ROLLYPOLLY
ENGINEERING, LLC # 90**

254 Luckey Rd, Lytle, TX, 78052

(210) 601-8540

Site Evaluator

John Sytsma

Drawn By: Juan L. Perez
Authorized By: John Sytsma

Alamo Transport & Development
13838 Southton Rd
San Antonio, TX 78223
Phone: (210) 633 - 0800

LN: OS0029340

Calculations

Calculations:

Soil Evaluation Results: Class IV

$Q \text{ gal/day} = (4+1) * 75 \text{ GPD} - (20\% \text{ reduction for water conserving fixtures})$

$Q = (5) * 75 - (20\%) = 300$ Trash Tank Size 400 Gal

TCEQ Approved Aerobic Plant Size 600 GPD

Required Application Area = $Q/R_i = 300 / 0.064 = 4688 \text{ sq.ft}$

Application Area Utilized = 5655 sq.ft 2 Spray Heads W/ 30' Radius @ 360°

Dosing cycle : ON DEMAND or X TIMED DOSING AT PRE DAWN HOURS

Pump Tank Size = 750 Gal

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

Pop up rotarty sprinkler heads w/ purple non-portable lids

1" Sch-40 PVC discharge manifold

Owner: HENRY HAND
Location: 28830 COUNTRY
DR., NEW BRAUNFELS TX

Date : 7/8/25

Scale: N/A

Sheet: 2 of 5

**WINTER'S ROCKING ROLLYPOLLY
ENGINEERING, LLC # 90**

254 Luckey Rd, Lytle, TX, 78052

(210) 601-8540



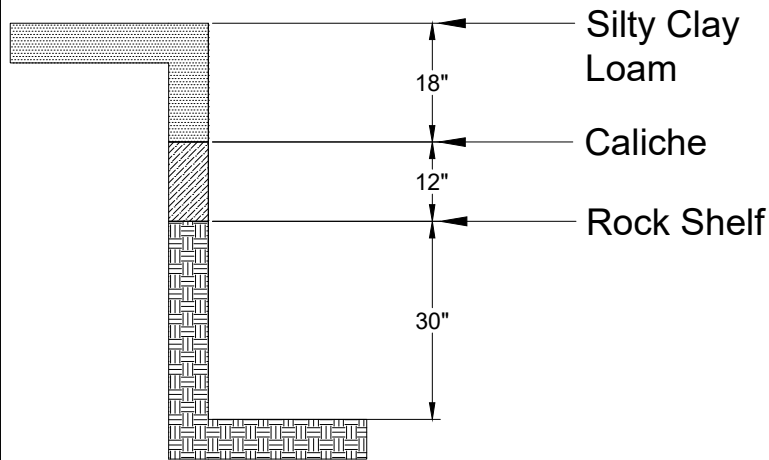
P.E. #85011

Drawn By: Juan L. Perez
Authorized By: Andy Winter

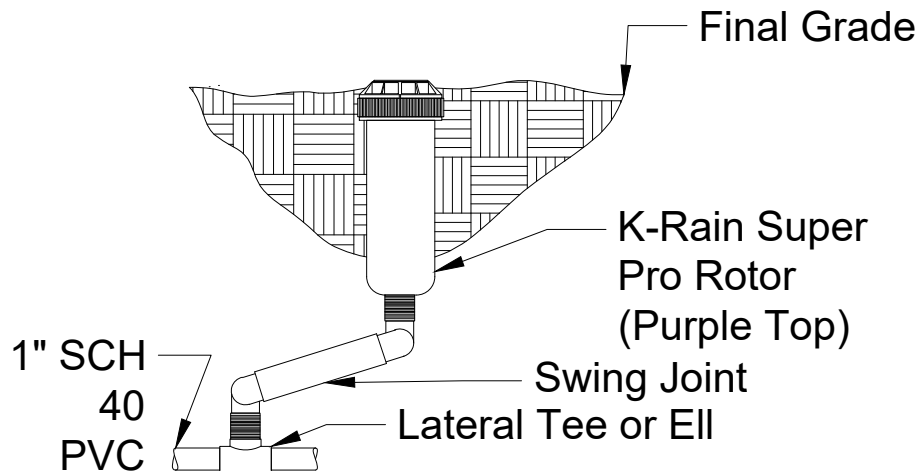
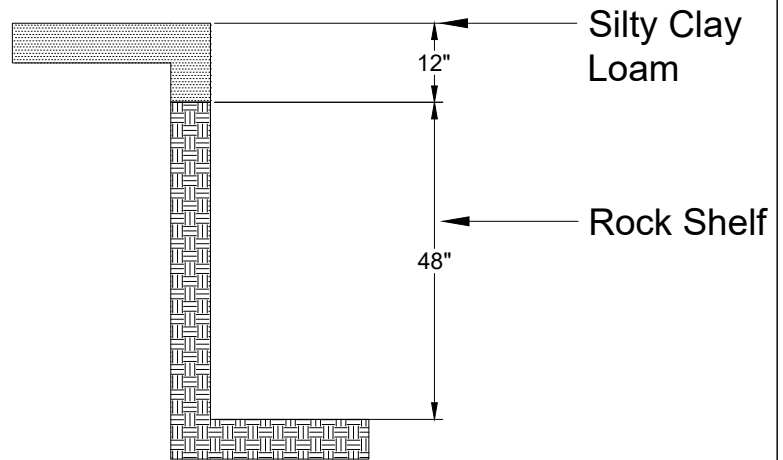
Alamo Transport & Development
13838 Southton Rd
San Antonio, TX 78223
Phone: (210) 633 - 0800

SOIL PROFILE

TEST HOLE #1



TEST HOLE #2



Owner: HENRY HAND
Location: 28830 COUNTRY DR., NEW BRAUNFELS TX

Date : 7/8/25
Scale: N/A
Sheet: 3 of 5

WINTER'S ROCKING ROLLYPOLLY ENGINEERING, LLC # 90
254 Luckey Rd, Lytle, TX, 78052
(210) 601-8540

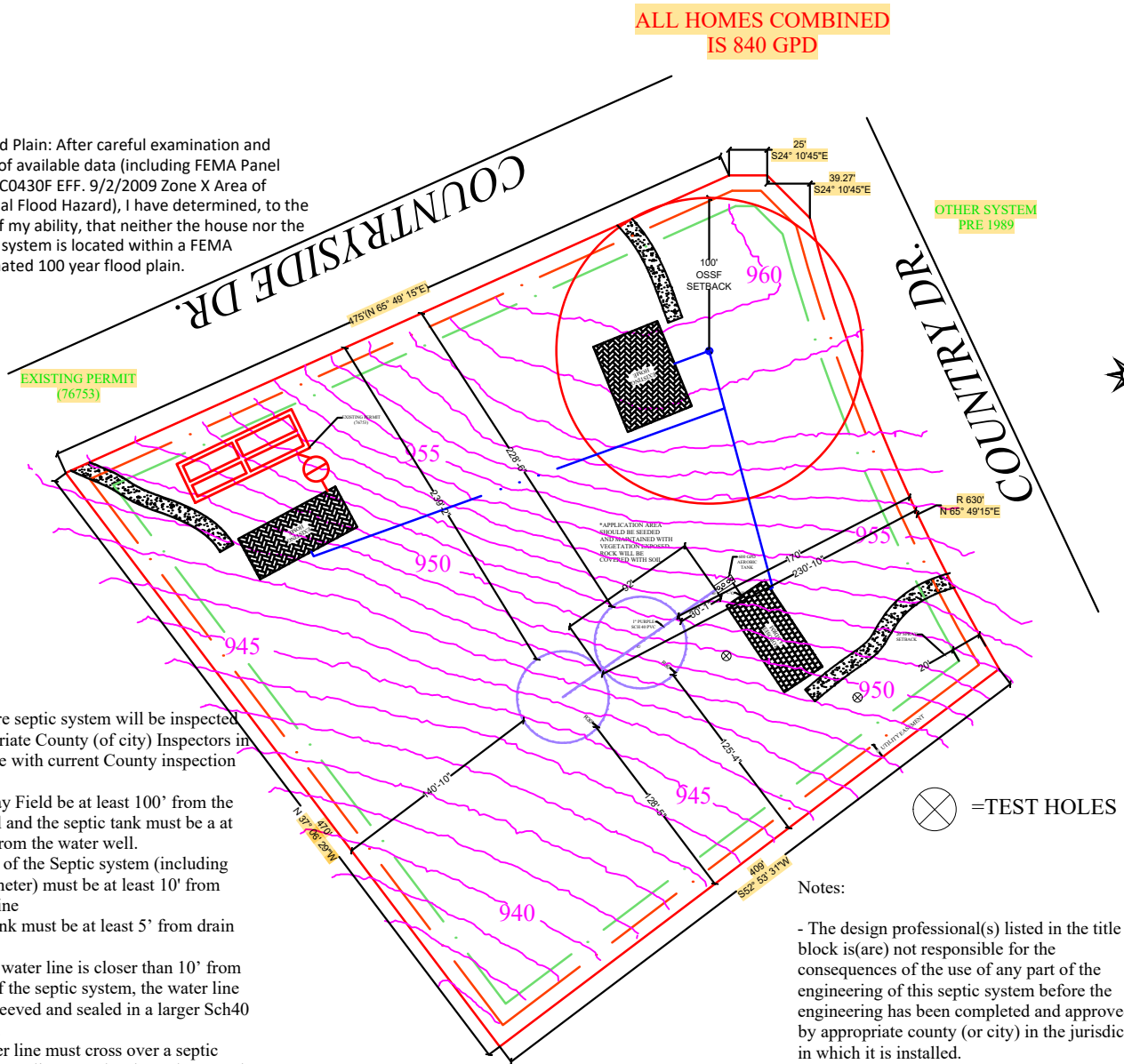


Drawn By: Juan L. Perez
Authorized By: Andy Winter

Alamo Transport & Development
13838 Southton Rd
San Antonio, TX 78223
Phone: (210) 633 - 0800

P.E. #85011

*Flood Plain: After careful examination and study of available data (including FEMA Panel 48091C0430F EFF. 9/2/2009 Zone X Area of Minimal Flood Hazard), I have determined, to the best of my ability, that neither the house nor the septic system is located within a FEMA designated 100 year flood plain.



Owner: **HENRY HAND**
Location: **28830 COUNTRY DR., NEW BRAUNFELS TX**

Date : **8/20/25**
Scale: **1" = 100'**
Sheet: **4 of 5**

**WINTER'S ROCKING ROLLYPOLLY
ENGINEERING, LLC # 90**

254 Luckey Rd, Lytle, TX, 78052
(210) 601-8540

Drawn By: **Juan L. Perez**
Authorized By: **Andy Winter**

Alamo Transport & Development
13838 Southton Rd
San Antonio, TX 78223
Phone: (210) 633 - 0800



P.E. #85011

**WINTER'S ROCKING ROLLYPOLLY
ENGINEERING, LLC # 90**
254 Luckey Rd, Lytle, TX, 78052
(210) 601-8540



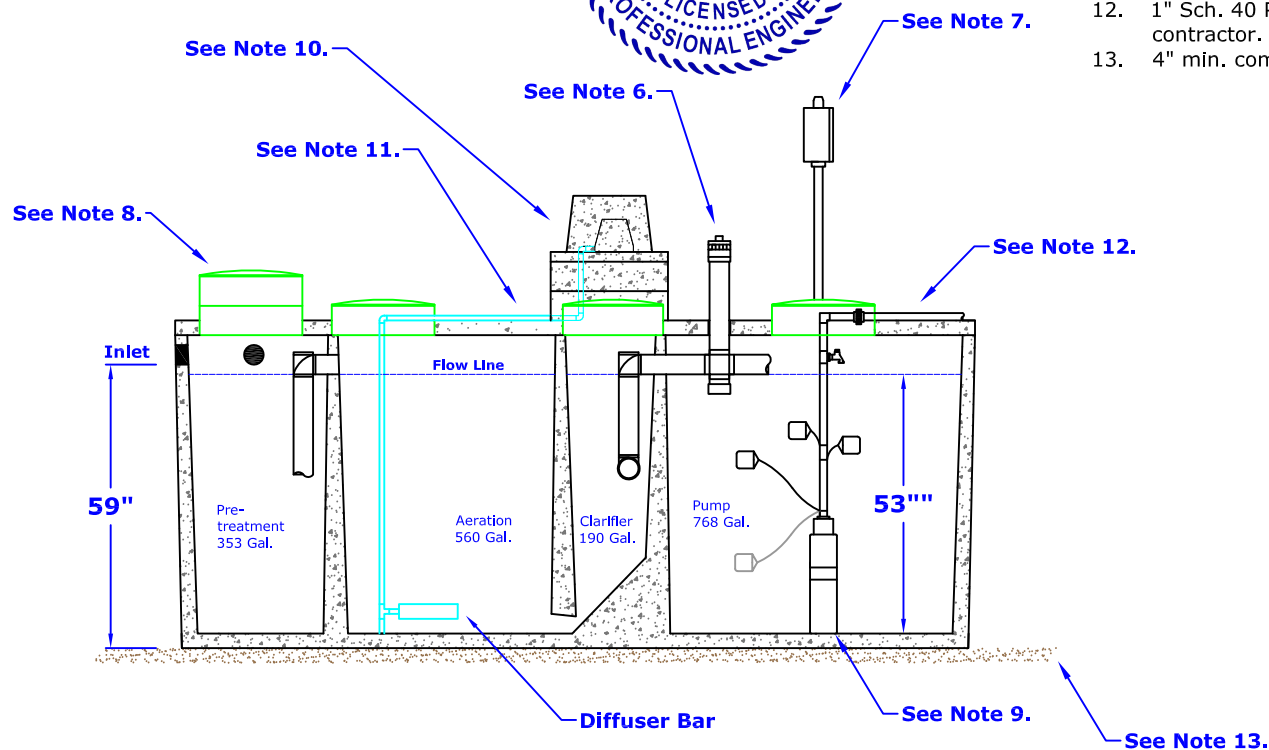
Alamo Transport & Development
13838 Southton Rd
San Antonio, TX 78223
Phone: (210) 633 - 0800

P.E. #85011



888-331-5871

I approve the use of this tank



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.
5. BOD Loading = 1.62 lbs. per day.
6. Standard tablet chlorinator or Optional Liquid chlorinator. NSF approved chlorinators (tablet & liquid) available.
7. NuWater 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.
8. 20" Ø access riser w/ lid (Typical 4). Optional extension risers available.
9. 20 GPM 1/2 HP, high head effluent pump.
10. HIBLOW Air Compressor w/ concrete housing.
11. 1/2" Sch. 40 PVC Air Line (Max. 50 Lft from Plant).
12. 1" Sch. 40 PVC pipe to distribution system provided by contractor.
13. 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
By: A.S.

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: NC-B550-3



9235 Main Street #1
P.O. Box 507
Needville, Texas, 77461
1-888-331-5871

" Providing Concrete Environmental Solutions "

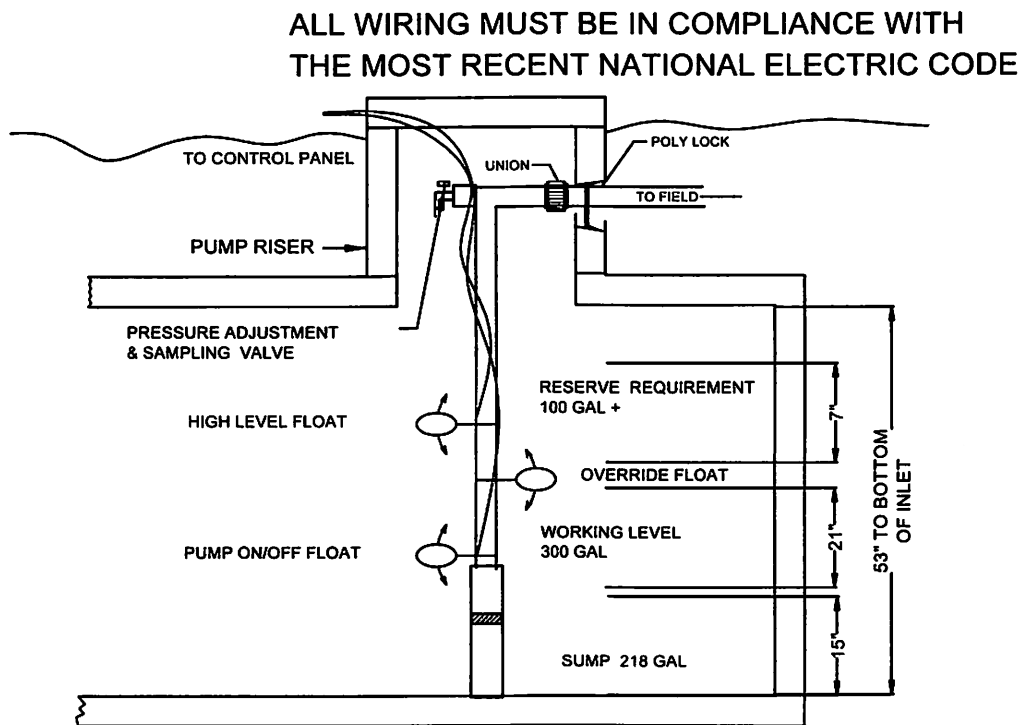
TANK NOTES:

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**

FPS E series

High Head Filtered Effluent Pump

Applications:

- Filtered Effluent Service
- Aeration
- Ornamental Fountains/Waterfalls

Features:

- Ideal for filtered effluent pumping applications.
- Stainless Steel or Thermoplastic discharge and motor bracket are tough and non-corrosive. Both materials are highly resistant to damage by minerals, metals and other substances typically found in water.
- Heavy duty, 300 volt, 10' SJ00W motor leads.
- Ceramic bearing sleeve has time proven durability for years of reliable service.
- Hex rubber bearing has extra large surface assuring shaft stability and multiple flow channels keeping particles away from bearing surfaces.
- Proven Noryl® staging allows close tolerances and increased performance.
- Stainless steel up thrust washer prevents excessive wear in severe applications.
- Removable built in check valve.
- Powered by Franklin Electric submersible motor.

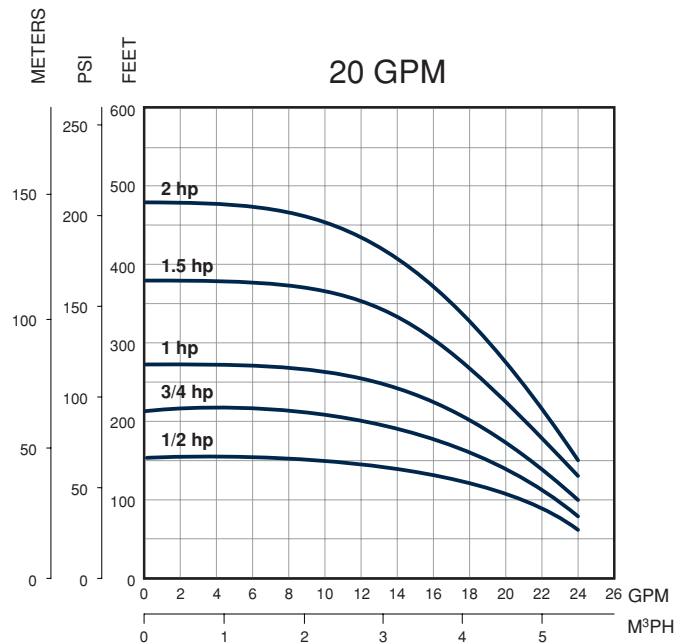
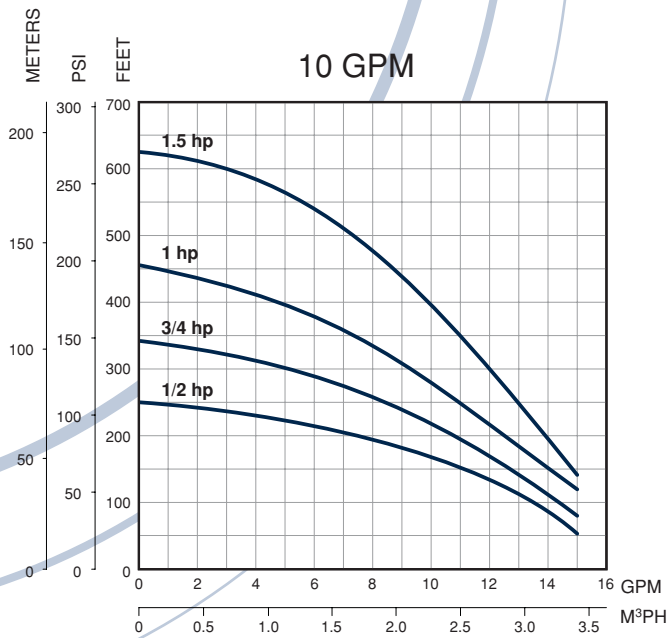
* Noryl® is a Registered Trademark of G.E.



Franklin Electric

Environmental Series Pumps

Thermoplastic Performance



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

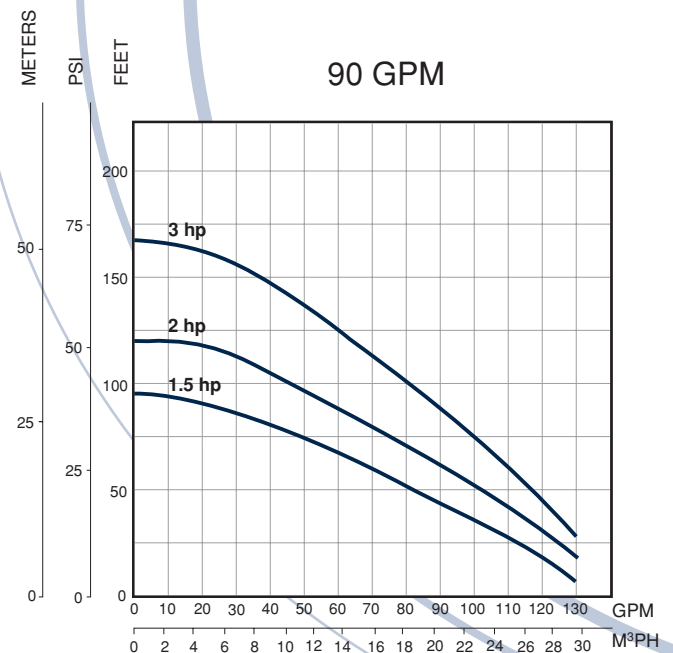
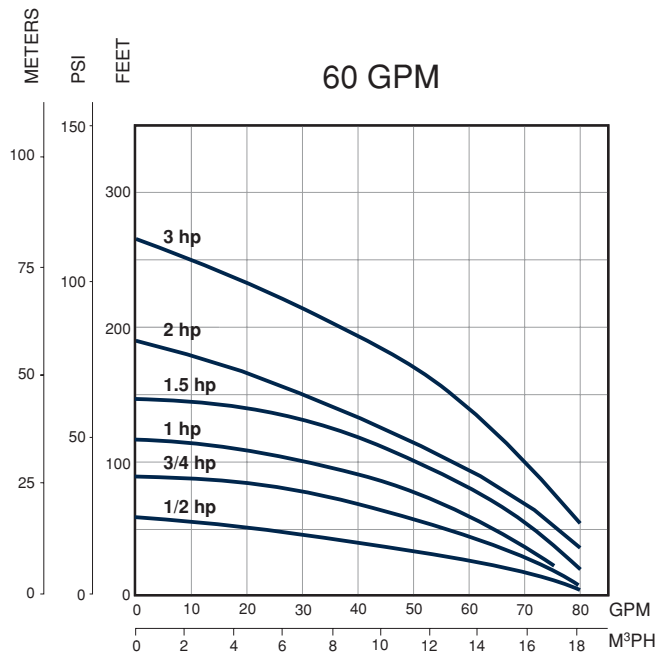
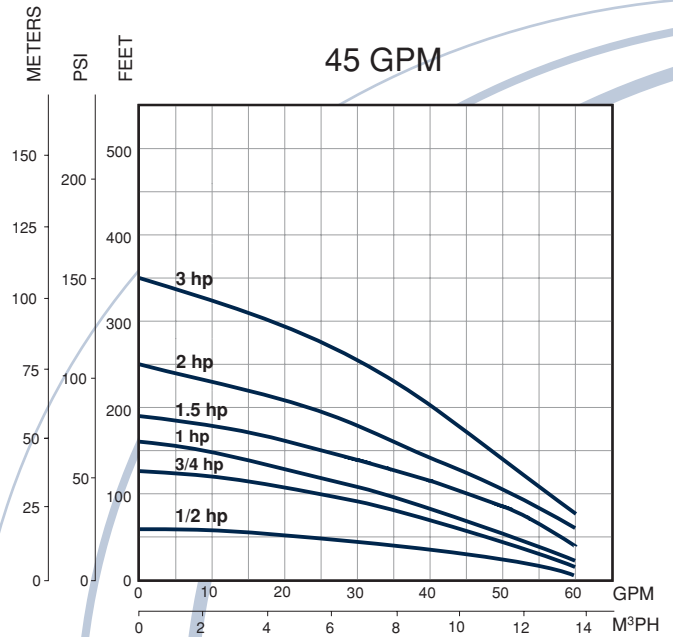
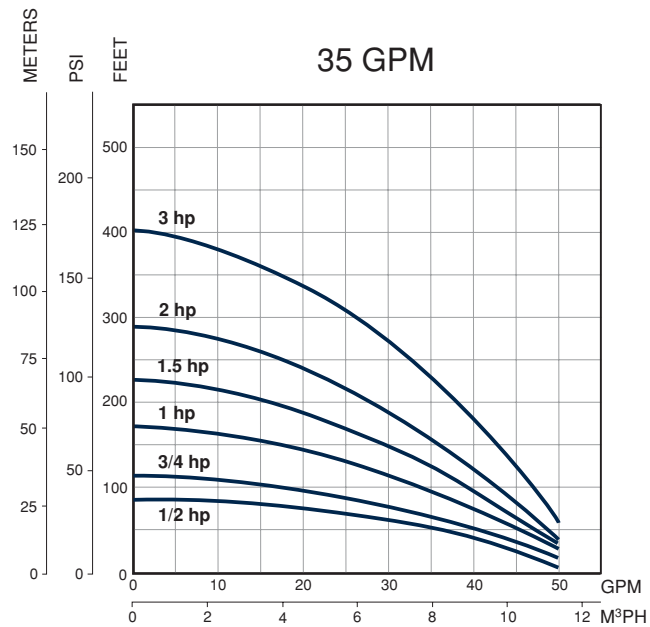
Order No.	Model	GPM	HP	Volt	Wire	Wt.
94751005	10FE05P4-PE	10	1/2	N/A	N/A	6
94751010	10FE07P4-PE	10	3/4	N/A	N/A	7
94751015	10FE1P4-PE	10	1	N/A	N/A	8
94751020	10FE15P4-PE	10	1.5	N/A	N/A	12
94752005	20FE05P4-PE	20	1/2	N/A	N/A	6
94752010	20FE07P4-PE	20	3/4	N/A	N/A	7
94752015	20FE1P4-PE	20	1	N/A	N/A	8
94752020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

Environmental Series Pumps

E-Series

FPS

Stainless Steel Performance



Environmental Series Pumps

Stainless Steel Units Ordering Information

1/2 - 1.5 HP Single-Phase Units

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94743505	35FE05S4-2W115	35	1/2	115	2	25
94743510	35FE05S4-2W230	35	1/2	230	2	25
94743515	35FE07S4-2W230	35	3/4	230	2	29
94743520	35FE1S4-2W230	35	1	230	2	33
94743525	35FE15S4-2W230	35	1.5	230	2	39
94744505	45FE05S4-2W115	45	1/2	115	2	28
94744510	45FE05S4-2W230	45	1/2	230	2	28
94744515	45FE07S4-2W230	45	3/4	230	2	33
94744520	45FE1S4-2W230	45	1	230	2	36
94744525	45FE15S4-2W230	45	1.5	230	2	44
94746005	60FE05S4-2W115	60	1/2	115	2	29
94746010	60FE05S4-2W230	60	1/2	230	2	29
94746015	60FE07S4-2W230	60	3/4	230	2	33
94746020	60FE1S4-2W230	60	1	230	2	37
94746025	60FE15S4-2W230	60	1.5	230	2	45
94749025	90FE15S4-2W230	90	1.5	230	2	44

Stainless Steel 1/2 - 3 HP Pump Ends

Order No.	Model	GPM	HP	Volt	Wire	Wt.
94753505	35FE05S4-PE	35	1/2	N/A	N/A	7
94753510	35FE07S4-PE	35	3/4	N/A	N/A	8
94753515	35FE1S4-PE	35	1	N/A	N/A	9
94753520	35FE15S4-PE	35	1.5	N/A	N/A	10
94753525	35FE2S4-PE	35	2	N/A	N/A	11
94753530	35FE3S4-PE	35	3	N/A	N/A	12
94754505	45FE05S4-PE	45	1/2	N/A	N/A	10
94754510	45FE07S4-PE	45	3/4	N/A	N/A	11
94754515	45FE1S4-PE	45	1	N/A	N/A	12
94754520	45FE15S4-PE	45	1.5	N/A	N/A	15
94754525	45FE2S4-PE	45	2	N/A	N/A	16
94754530	45FE3S4-PE	45	3	N/A	N/A	19
94756005	60FE05S4-PE	60	1/2	N/A	N/A	11
94756010	60FE07S4-PE	60	3/4	N/A	N/A	12
94756015	60FE1S4-PE	60	1	N/A	N/A	13
94756020	60FE15S4-PE	60	1.5	N/A	N/A	14
94756025	60FE2S4-PE	60	2	N/A	N/A	15
94756030	60FE3S4-PE	60	3	N/A	N/A	17
94759020	90FE15S4-PE	90	1.5	N/A	N/A	15
94759025	90FE2S4-PE	90	2	N/A	N/A	15
94759030	90FE3S4-PE	90	3	N/A	N/A	17

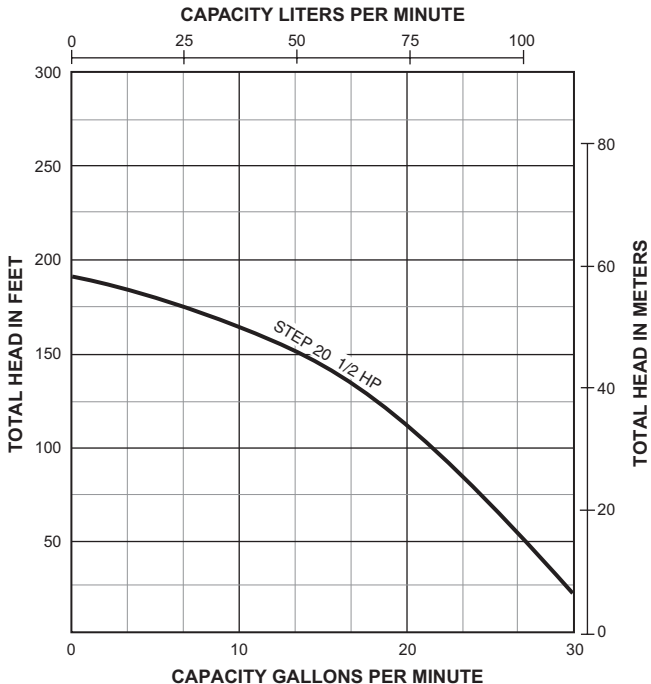

Franklin Electric

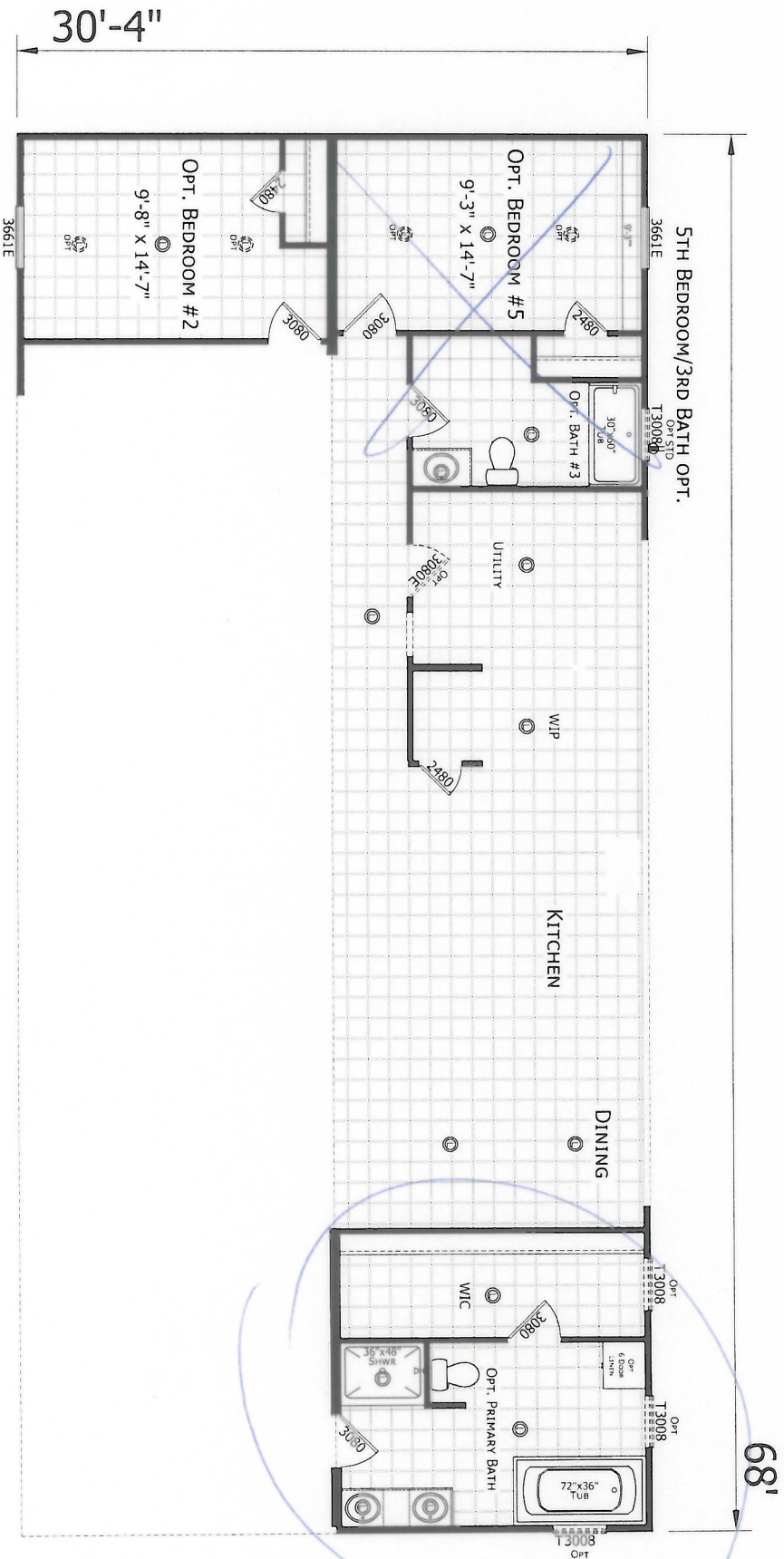
400 East Spring Street, Bluffton, IN 46714

Tel: 260.824.2900 • Fax: 260.824.2909

www.franklin-electric.com

PUMP PERFORMANCE – 20 GPM





CHAMPION
HOME BUILDERS

755 W BIG BEAVER ROAD, SUITE 1000, TROY, MI 48064
PHONE: 248.311.4000

MODIFICATIONS

PROJECT
RM3268A-3268H42105
68'-0" x 30'-4"
4 BD 2 BTH

DRAWN BY: MARLIN
DATE: 12.17.24
SCALE: 3/16" = 1'-0"

TITLE
LITERATURE
PLAN OPTIONS

FILENAME: RM3268A-3268H42105-CARRIER - HUB

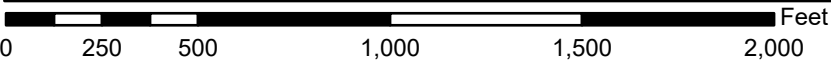
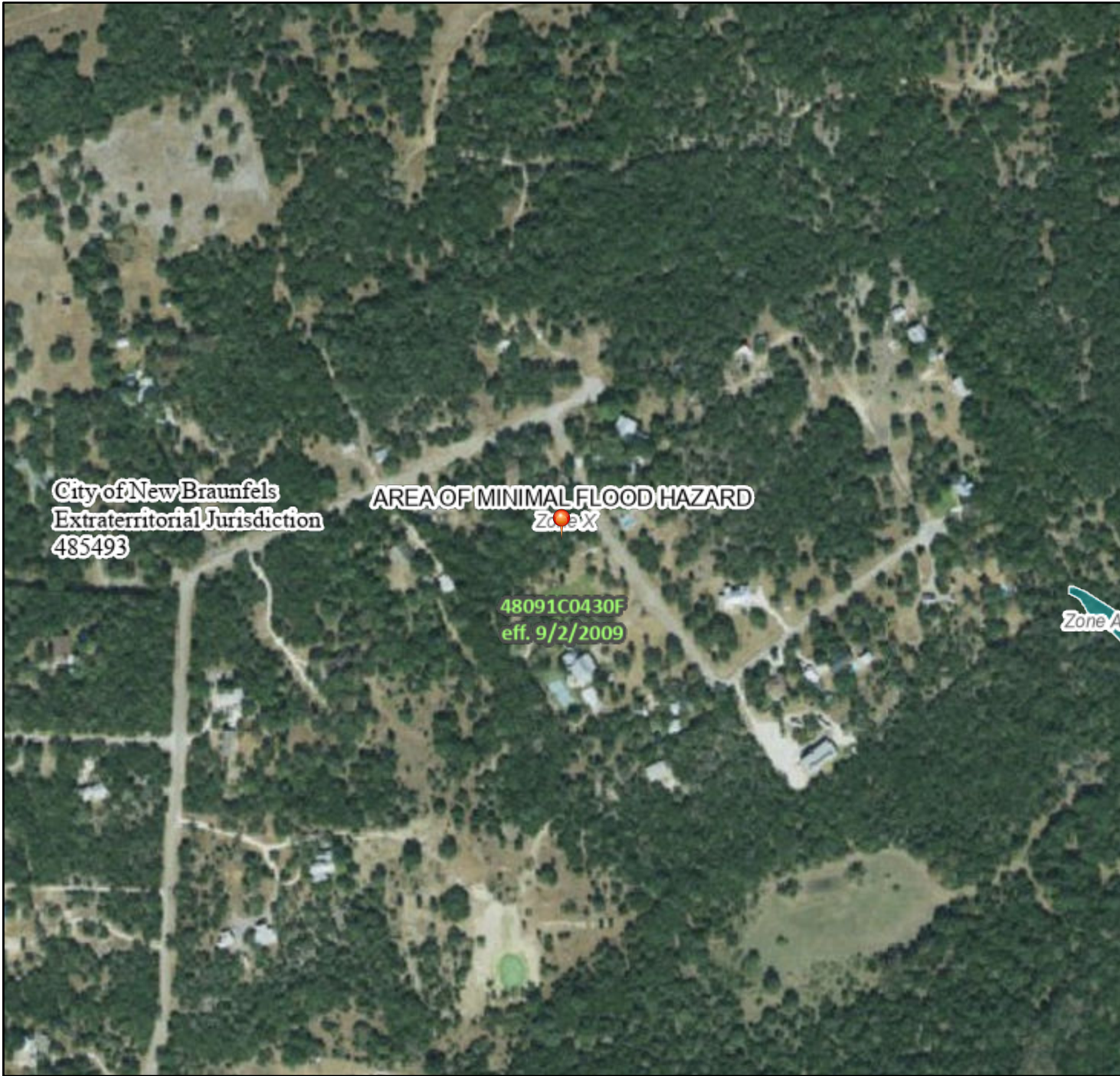
SHEET:
L-102

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National Flood Hazard Layer FIRMette



98°14'53"W 29°43'38"N



1:6,000

98°14'15"W 29°43'7"N

Basemap Imagery Source: USGS National Map 2023

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
		Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
OTHER AREAS		NO SCREEN Area of Minimal Flood Hazard Zone X
		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
		17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
MAP PANELS		Digital Data Available
		No Digital Data Available
		Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 7/9/2025 at 3:15 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Edwards Aquifer Viewer Custom Print



7/9/2025, 10:16:28 AM

Edwards Aquifer Label

Groundwater Conservation Districts

Comal Trinity GCD

Edwards Aquifer Authority

TX Counties

7.5 Minute Quad Grid

TCEQ_EDWARDS_OFFICIAL_MAPS

1:1,128

00.010.020.04

mi

00.020.040.07



km

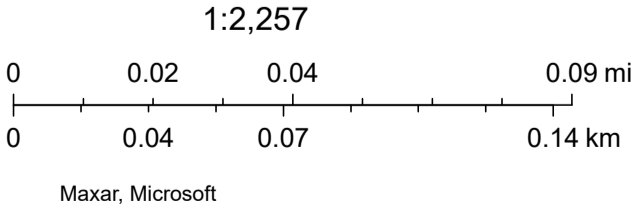
Maxar, Microsoft, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community, TCEQ

Comal CAD Web Map



7/1/2025, 3:29:20 PM

-  Parcels
-  Abstracts



Comal AD Property Search

Property Details

Account		
Property ID:	17882	Geographic ID: 150120001300
Type:	R	Zoning:
Property Use:		
Location		
Situs Address:	28820 COUNTRYSIDE DR NEW BRAUNFELS, TX 78132	
Map ID:	6H-A582	Mapsco:
Legal Description:	COMAL COUNTRY ESTATES 2A, LOT 1	
Abstract/Subdivision:	150120-2A	
Neighborhood:	(R455F201) COMAL COUNTRY ESTATES AREA	
Owner		
Owner ID:	1006497	
Name:	HAND HENRY L	
Agent:		
Mailing Address:	28820 COUNTRYSIDE DR NEW BRAUNFELS, TX 78132-3613	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$237,250 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$493,140 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$730,390 (=)
Agricultural Value Loss:	\$0 (-)
HS Cap Loss:	\$0 (-)
Circuit Breaker:	\$64,610 (-)
Appraised Value:	\$665,780
Ag Use Value:	\$0

Information provided for research purposes only. Legal descriptions and acreage amounts are for Appraisal District use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: HAND HENRY L %Ownership: 100.0%

Entity	Description	Market Value	Taxable Value	Estimated Tax
046	COMAL COUNTY	\$730,390	\$665,780	\$1,509.42
046LR	COMAL COUNTY LATERAL ROAD	\$730,390	\$665,780	\$249.77
ES6	(ESD6) COMAL COUNTY EMERGENCY SERVICES DISTRICT NO. 6	\$730,390	\$665,780	\$573.56
SNBI	NEW BRAUNFELS ISD	\$730,390	\$665,780	\$6,908.80

From: [Amanda Mushinski](#)
To: [Hernandez,Sandra](#); [Planning Division](#); [Matthew W. Simmont](#); [Dana Moses](#); [mjantonio12@gmail.com](#); [juan@alamotransport.com](#)
Cc: [hunter@bruttshellconstruction.com](#); [bridgewayllc1@gmail.com](#); [Ritzen,Brenda](#); [Olvera,Brandon](#); [Vollbrecht, David](#)
Subject: RE: 28830 Country Dr. - Permit 118852
Date: Wednesday, July 16, 2025 11:45:48 AM
Attachments: [image001.png](#)
[EmailLogo-Small_c6d86cff-0062-47bb-89b0-351933562e2d.png](#)

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- Comal IT

This property is a platted lot.

Thanks,



Amanda Mushinski, AICP, CNU-A, She/Her
Planner | Planning and Development Services
550 Landa St | New Braunfels, TX 78130
830-221-4056 | AMushinski@newbraunfels.gov

Do you have a question about a permit? Check out the [Citizen Portal](#).

We would like to hear from you! [Click here](#) to provide your input on the land development ordinance update.

This email, plus any attachments, may constitute a public record of the City of New Braunfels and may be subject to public disclosure under the [Texas Public Information Act](#).

Please take a moment to complete the City of New Braunfels [Customer Satisfaction Survey](#).

From: Hernandez,Sandra <rabsah@co.comal.tx.us>
Sent: Wednesday, July 16, 2025 11:20 AM
To: Amanda Mushinski <AMushinski@newbraunfels.gov>; Planning Division <Planning@newbraunfels.gov>; Matthew W. Simmont <MSimmont@newbraunfels.gov>; Dana Moses <dmoses@newbraunfels.gov>; mjantonio12@gmail.com; juan@alamotransport.com
Cc: hunter@bruttshellconstruction.com; bridgewayllc1@gmail.com; Ritzen,Brenda@co.comal.tx.us; Olvera,Brandon@co.comal.tx.us; [Vollbrecht, David@co.comal.tx.us](mailto:Vollbrecht,David@co.comal.tx.us)
Subject: 28830 Country Dr. - Permit 118852

Caution: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RE: 28830 Country Dr. – Permit 118852

Dear property owner,

We received a septic permit application in our office for the referenced property on July 15, 2025. This property shows to be in the jurisdiction of the City of New Braunfels, so we are including the city in this email. Please be advised that you will need to contact the City of New Braunfels Development Planning office at 830-221-4041 option 2 to verify this tract is compliant with their subdivision regulations and provide confirmation to our office that indicates this tract is compliant. This may involve submitting a request for a Legal Lot Determination Letter which can be done at the following link:

<https://www.newbraunfels.gov/3450/Forms-and-Applications>

Thank you,

From: [Hernandez, Sandra](#)
To: [Amanda Mushinski](#); [Planning Division](#); [Matthew W. Simmont](#); [Dana Moses](#); [mjantonio12@gmail.com](#); [juan@alamotransport.com](#)
Cc: [hunter@bruttschellconstruction.com](#); [bridgewayllc1@gmail.com](#); [Ritzen, Brenda](#); [Olvera, Brandon](#); [Vollbrecht, David](#)
Subject: 28830 Country Dr. - Permit 118852
Date: Wednesday, July 16, 2025 11:20:00 AM
Attachments: [Pages from 118852.pdf](#)
[image001.png](#)

RE: 28830 Country Dr. – Permit 118852

Dear property owner,

We received a septic permit application in our office for the referenced property on July 15, 2025. This property shows to be in the jurisdiction of the City of New Braunfels, so we are including the city in this email. Please be advised that you will need to contact the City of New Braunfels Development Planning office at 830-221-4041 option 2 to verify this tract is compliant with their subdivision regulations and provide confirmation to our office that indicates this tract is compliant. This may involve submitting a request for a Legal Lot Determination Letter which can be done at the following link:

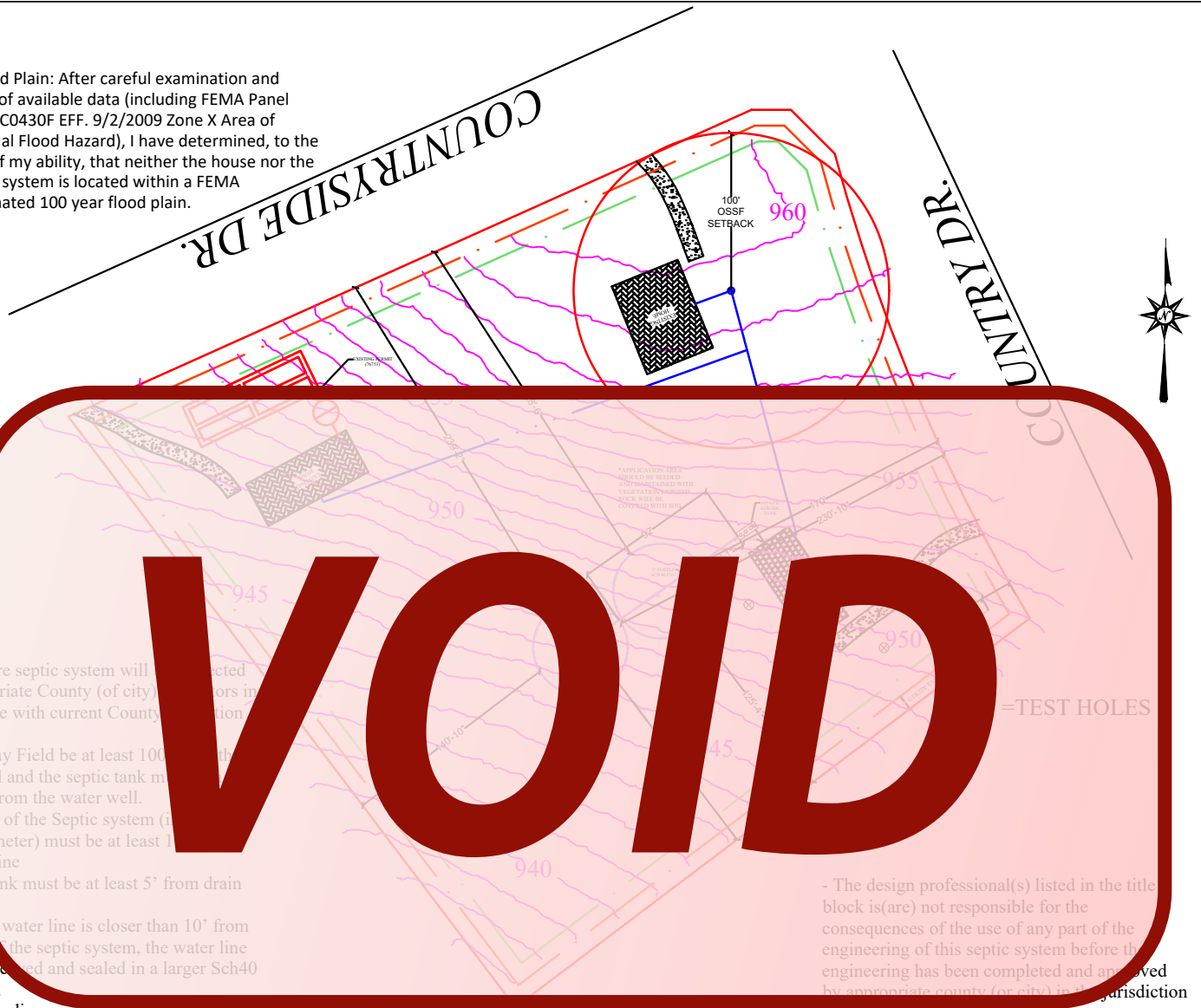
<https://www.newbraunfels.gov/3450/Forms-and-Applications>

Thank you,



Sandra Ann Hernandez
Subdivision Coordinator
Comal County Engineer's Office
195 David Jonas Drive | 830-608-2090 | www.cceo.org

*Flood Plain: After careful examination and study of available data (including FEMA Panel 48091C0430F EFF. 9/2/2009 Zone X Area of Minimal Flood Hazard), I have determined, to the best of my ability, that neither the house nor the septic system is located within a FEMA designated 100 year flood plain.



Notes

- The entire septic system will be installed by appropriate County (or city) engineers in accordance with current County (or city) rules.
- The Spray Field be at least 100' from the water well and the septic tank must be at least 5' from the water well.
- All parts of the Septic system (including spray diameter) must be at least 10' from the property line.
- Septic tank must be at least 5' from drain field.
- Where a water line is closer than 10' from any part of the septic system, the water line must be sleeved and sealed in a larger Sch40 PVC pipe.
- If a water line must cross over a septic line, the water line must be sleeved as noted above and must be at least 6" above the septic line.
- Septic lines should not cross under vehicle pathways (such as a driveway, dirt road, area where vehicles are parked, etc.), the septic line must be a Sch80 PVC pipe AND be sleeved in a much larger Sch80 pipe.
- All parts of the septic system must be at least 10' from the property line.

- The design professional(s) listed in the title block is(are) not responsible for the consequences of the use of any part of the engineering of this septic system before the engineering has been completed and approved by appropriate county (or city) in the jurisdiction in which it is installed.
- If sufficient test holes were not present during the site evaluation, the installer shall be responsible for providing sufficient test holes for inspection by the site evaluator or engineer prior to installation and cover-up of system.
- The tight-line must be 4" Sch40 PVC or better, with a slope of at least 1/8" per foot (or greater) fall.

Owner: HENRY HAND
Location: 28830 COUNTRY DR., NEW BRAUNFELS TX

Date : 7/8/25
Scale: 1" = 100'
Sheet: 4 of 5

WINTER'S ROCKING ROLLYPOLLY ENGINEERING, LLC # 90
254 Luckey Rd, Lytle, TX, 78052
(210) 601-8540



Drawn By: Juan L. Perez
Authorized By: Andy Winter

Alamo Transport & Development
13838 Southton Rd
San Antonio, TX 78223
Phone: (210) 633 - 0800

P.E. #85011



COMAL COUNTY

ENGINEER'S OFFICE

Address: _____

Legal Description: _____

Dear Property Owner & Agent,

Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

118852.pdf Markup Summary 9-3-2025

Unchecked (1)



Subject: Rectangle
Page Label: [1] W-8X11 (2)
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 9/3/2025 3:46:54 PM
Response:

2. Revise all documents with the subdivision name, lot and block number. See above RE:

for reference.

RECEIVED

By Kathy Griffin at 11:51 am, Jul 15, 2025



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

Date _____

Permit Number 118852

1. APPLICANT / AGENT INFORMATION

Owner Name HENRY HAND
Mailing Address 28820 COUNTRYSIDE DR.
City, State, Zip NEW BRAUNFELS, TX, 78132
Phone # 830-344-2929
Email hhand@sanantonio12@gmail.com

Agent Name JUAN PEREZ
Agent Address 13838 SOUTHTON RD.
City, State, Zip SAN ANTONIO, TX, 78223
Phone # 210-427-7151
Email juan@alamotransport.com

2. LOCATION

Subdivision Name COMAL COUNTRY ESTATES Unit 2 Lot 5 Block _____
Survey Name / Abstract Number _____ Acreage 4.3 acres
Address 8830 COUNTRY ESTATES DR. City NEW BRAUNFELS State TX Zip 78132

3. TYPE OF DEVELOPMENT

- ☒ Single Family Residence
Type of Construction House, Mobile Home, RV, MOBILE HOME
Number of Bedrooms _____
Indicate Sq Ft of Living Area _____
☐ Non-Single Family Residence
(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: \$ 51,638.00 (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]
Signature of Owner

7/14/2025

Date



COMAL COUNTY

ENGINEER'S OFFICE

RE: **28830 Country Dr.**
Comal Country Estates 2A
Lot 1

Dear Property Owner & Agent,

Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing the permit, we require the following:

- ✓ 1. Both owners need to sign the application.
- ✓ 2. Revise all documents with the subdivision name, lot and block number. See above RE: for reference.
- ✓ 3. Site plan:
 - ✓ a. Show all the property dimensions.
 - ✓ b. What is the residence on the north of the property connected to?
 - ✓ i. Provide the permit number.
 - ✓ c. What is the overall GPD for the entire property?
- 4. Revise accordingly and resubmit.

If you have any questions, you can email me or call the office.

Thank You,

| Brandon Olvera | Designated Representative OS0034792 |

| t: 830-608-2090 | e: olverb@co.comal.tx.us |

CERTIFICATION OF VITAL RECORD

Received: Brandon Olvera 09/03/2025 3:38:58

DEPARTMENT OF STATE HEALTH SERVICES VITAL STATISTICS UNIT

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS

AUG 09 2016

STATE OF TEXAS

CERTIFICATE OF DEATH

STATE FILE NUMBER

142-16-112202

1. LEGAL NAME OF DECEASED (Include AKA's, if any) (First, Middle, Last)		2. DATE OF DEATH (Actual or Presumed) (mm-dd-yyyy)	
BARBARA ANN HAND		AUGUST 2, 2016	
3. SEX	4. DATE OF BIRTH (mm-dd-yyyy)	5. AGE - Last Birthday (Years)	6. BIRTHPLACE (City & State or Foreign Country)
FEMALE	APRIL 13, 1938	78	BUTTE, MT
7. SOCIAL SECURITY NUMBER	8. MARITAL STATUS AT TIME OF DEATH		9. SURVIVING SPOUSE'S NAME (If wife, give name prior to first marriage)
551-48-5108	<input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Never Married <input checked="" type="checkbox"/> Married		HENRY LEE HAND
10a. RESIDENCE STREET ADDRESS		10b. APT. NO.	10c. CITY OR TOWN
28820 COUNTRYSIDE DRIVE			NEW BRAUNFELS
10d. COUNTY	10e. STATE	10f. ZIP CODE	10g. INSIDE CITY LIMITS?
COMAL	TEXAS	78132	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
11. FATHER'S NAME PRIOR TO FIRST MARRIAGE		12. MOTHER'S NAME PRIOR TO FIRST MARRIAGE	
ALVIN HARRISON		IRENE BEATTY	
13. PLACE OF DEATH (CHECK ONLY ONE)			
<input type="checkbox"/> Inpatient <input type="checkbox"/> ER/Outpatient <input type="checkbox"/> OOA <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Decedent's Home <input type="checkbox"/> Other (Specify)			
14. COUNTY OF DEATH	15. CITY/TOWN, ZIP (If outside city limits, give precinct no.)	16. FACILITY NAME (If not institution, give street address)	
COMAL	PRECINCT 2, 78132	28820 COUNTRYSIDE DRIVE	
17. INFORMANT'S NAME & RELATIONSHIP TO DECEASED		18. MAILING ADDRESS OF INFORMANT (Street and Number, City, State, Zip Code)	
RHONDA SMITH - DAUGHTER		28820 COUNTRYSIDE DRIVE, NEW BRAUNFELS, TX 78132	
19. METHOD OF DISPOSITION		20. SIGNATURE AND LICENSE NUMBER OF FUNERAL DIRECTOR OR PERSON ACTING AS SUCH	
<input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Donation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from state <input type="checkbox"/> Other (Specify)		CALLAGHAN DERRINGER, BY ELECTRONIC SIGNATURE - 116169	
22. PLACE OF DISPOSITION (Name of cemetery, crematory, other place)		23. LOCATION (City/Town, and State)	
SUNSET CREMATORY		SAN ANTONIO, TX	
24. NAME OF FUNERAL FACILITY		25. COMPLETE ADDRESS OF FUNERAL FACILITY (Street and Number, City, State, Zip Code)	
NEPTUNE SOCIETY-SAN ANTONIO		8910 BANDERA ROAD, STE 301, SAN ANTONIO, TX 78250	
26. CERTIFIER (Check only one)			
<input checked="" type="checkbox"/> Certifying physician-To the best of my knowledge, death occurred due to the cause(s) and manner stated. <input type="checkbox"/> Medical Examiner/Justice of the Peace - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date and place, and due to the cause(s) and manner stated.			
27. SIGNATURE OF CERTIFIER		28. DATE CERTIFIED (mm-dd-yyyy)	29. LICENSE NUMBER
JASON ARTHUR NELSON, BY ELECTRONIC SIGNATURE		AUGUST 5, 2016	L5072
31. PRINTED NAME, ADDRESS OF CERTIFIER (Street and Number, City, State, Zip Code)		32. TITLE OF CERTIFIER	
JASON ARTHUR NELSON 774 LANDA STREET, NEW BRAUNFELS, TX 78130		MD	
33. PART 1. ENTER THE CHAIN OF EVENTS - DISEASES, INJURIES, OR COMPLICATIONS - THAT DIRECTLY CAUSED THE DEATH. DO NOT ENTER TERMINAL EVENTS SUCH AS CARDIAC ARREST, RESPIRATORY ARREST, OR VENTRICULAR FIBRILLATION WITHOUT SHOWING THE ETIOLOGY. DO NOT ABBREVIATE. ENTER ONLY ONE CAUSE ON EACH.			Approximate interval Onset to death
IMMEDIATE CAUSE (Final disease or condition resulting in death)			3 YEARS
a. ALZHEIMERS DISEASE, LATE ONSET			
Due to (or as a consequence of):			
b. HTN			30 YEARS
Due to (or as a consequence of):			
c.			
Due to (or as a consequence of):			
d.			
PART 2. ENTER OTHER CAUSE GIVEN IN PART 1.			
NONE			
34. WAS AN AUTOPSY PERFORMED?			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
35. WERE AUTOPSY FINDINGS AVAILABLE TO COMPLETE THE CAUSE OF DEATH?			
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
36. MANNER OF DEATH	37. DID TOBACCO USE CONTRIBUTE TO DEATH?	38. IF FEMALE:	
<input checked="" type="checkbox"/> Natural <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Could not be determined	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown	<input checked="" type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Not pregnant, but pregnant within 42 days of death <input type="checkbox"/> Not pregnant, but pregnant 43 days to one year before death <input type="checkbox"/> Unknown if pregnant within the past year	
39. IF TRANSPORTATION INJURY, SPECIFY:			
<input type="checkbox"/> Driver/Operator <input type="checkbox"/> Passenger <input type="checkbox"/> Pedestrian <input type="checkbox"/> Other (Specify)			
40a. DATE OF INJURY (mm-dd-yyyy)	40b. TIME OF INJURY	40c. INJURY AT WORK?	40d. PLACE OF INJURY (e.g., Decedent's home, construction site, restaurant, wooded area)
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
40e. LOCATION (Street and Number, City, State, Zip Code)		40f. COUNTY OF INJURY	
41. DESCRIBE HOW INJURY OCCURRED			
42a. REGISTRAR FILE NO.	42b. DATE RECEIVED BY LOCAL REGISTRAR	42c. REGISTRAR	
020643	AUGUST 8, 2016	REGISTRAR - COMAL COUNTY CLERK, ELECTRONICALLY FILED	
EDR NUMBER 00000194547			

TEXAS DEPARTMENT OF STATE HEALTH SERVICES - VITAL STATISTICS UNIT

WARNING: The penalty for knowingly making a false statement in this form can be 2-10 years in prison and a fine up to \$10,000. (Health and Safety Code, Sec. 195.1989)

CAUSE OF DEATH

VS-112 REV 1/2006

Q A 0 8 4 0 9 4 0 7

LHA

This is a true and correct reproduction of the original record as recorded in this office. Issued under authority of Section 191.051, Health and Safety Code.

ISSUED

AUG 09 2016

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

GERALDINE R. HARRIS
STATE REGISTRAR

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE

139290
DEED OF TRUST

THE STATE OF TEXAS

COUNTY OF COMAL

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Henry L. Hand and wife, Barbara A. Hand,

hereinafter called Grantors, (whether one or more) being justly indebted to FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF NEW BRAUNFELS, a Corporation, organized under the laws of the United States of America, hereinafter called Association, in the sum of

TWENTY THOUSAND - AND - 00/100 - - - - - (\$ 20,000.00) DOLLARS

as evidenced by one certain promissory note of even date herewith executed by Grantors, payable to said Association at its office in the City of New Braunfels, Texas, as in said note provided, and

That Grantors, being desirous of securing the payment of said note to the Association, in consideration of the sum of ONE DOLLAR (\$1.00) to Grantors in hand paid by B. W. Nuhn, hereinafter called Trustee, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said Trustee or Substitute Trustee, as hereinafter provided, the following described real property, together with all improvements now thereon, or hereafter placed thereon, as well as all rents, profits and income due thereon, lying and

being situated in the County of Comal, State of Texas, to-wit:

All that certain piece or parcel of land lying and being situated in Comal County, Texas, being 4.294 acres out of Lot 5, COMAL COUNTRY ESTATES, UNIT 2, in Comal County, Texas, as recorded in Vol. 2, page 23, Plat Records of Comal County, Texas; said 4.294 acres of land being more particularly described as follows:

BEGINNING at the West corner of said Lot 5, being in the Southeast right-of-way line of Countryside Drive;

THENCE N. 65° 49' 15" E. 475.00 feet, along the Southeast right-of-way line of Countryside Drive, to the Point-of-Curvature of a curve whose radius point bears S. 24° 10' 45" E. 25.00 feet and whose interior angle is 90° 00' 00";

THENCE 39.27 feet in a Southeasterly direction along the arc of said curve to the Point-of-Tangency;

THENCE S. 24° 10' 45" E. 272.49 feet to the Point-of-Curvature of a curve whose radius point bears N. 65° 49' 15" E. 630.00 feet and whose interior angle is 6° 17' 44";

THENCE 69.22 feet in a Southeasterly direction along the arc of said curve to a point for the East corner of the herein described tract;

THENCE S. 52° 53' 31" W. 409.01 feet to a point for the South corner of the herein described tract;

THENCE N. 37° 06' 29" W. 470.00 feet along the Southwest line of said Lot 5, to the Point of Beginning, and containing 4.294 acres of land, and being the same property conveyed by Ernest C. Tousley et al to Henry L. Hand and wife, Barbara A. Hand, by Warranty Deed of even date herewith.

TO HAVE AND TO HOLD unto the said Trustee, his successors or assigns forever, together with all and singular the rights, tenements, hereditaments, appurtenances, rents, profits and income thereunto belonging, Grantors hereby covenanting and agreeing to **FOREVER WARRANT AND DEFEND** the title to said premises unto the said Trustee or Substitute Trustee, his heirs and assigns, against all persons whomsoever lawfully claiming or to claim the same, or any part thereof.

This conveyance is in trust however for the following purposes and upon the following conditions, viz:

In the event Grantors shall well and truly pay said indebtedness above described, principal, interest and attorneys fees, when the same shall become due, and shall keep and perform all covenants, conditions and stipulations therein, then this deed of trust shall be null and void and shall be released at Grantors' cost and expense; otherwise to be and remain in full force and effect; but if default is made in the payment of the principal of said note or any installment thereon when due; or in the event of the breach of any covenant herein; or in the event the above described property should be conveyed without the purchaser assuming the payment of the indebtedness hereby secured, then at the option of the Association or of the holder of said note, the whole of the debt hereby secured shall become due and payable and may be collected by suit or at the request of the Association or of the holder of said note, which request is hereby presumed, the said Trustee or his Substitute Trustee is hereby authorized and empowered to sell as an entirety or in parcels as to him shall seem most expedient, the above described property at public auction to the highest bidder for cash at the door of the County Court House in the county in which the property described above is situated on the day and within the hours prescribed by law for sales under deeds of trust, after advertising the time, place and terms of sale by posting written or printed notices of sale for the length of time, in the manner and at the places now provided by law for sales of property under the deeds of trust; and after said sale to execute and deliver to the purchasers of said property a good and sufficient deed of conveyance thereof in fee simple with covenants of general warranty, and to receive the proceeds of said sale which shall be applied as follows:

1st. To the payment of all necessary costs and expenses incident to the execution of such trust, including Trustee's commission of five per cent upon the amount of the sale.

2nd. To the payment of the debt, principal and interest, together with all other sums secured, as herein provided.

3rd. The balance if any, shall be paid to Grantors, their heirs or assigns.

Any statement or recital of facts in any deed executed by said Trustee as to the existence of the indebtedness hereby secured, the non-payment of same, notice by advertisements, sale, the receipt of money, and as to the appointment of a Substitute Trustee as herein provided, shall be prima facie evidence of the truth of such statements, and shall be so construed in all courts of law or equity.

Grantors do hereby covenant that until said indebtedness shall have been fully paid to permit no waste but to keep all improvements in good repair and to do no act that may impair the security, and that in addition to the payment of principal and interest Grantors may be required to pay to the holder of the above note during the life of this contract a monthly installment of the annual taxes levied and assessed by the State of Texas or any subdivision, or any municipal corporation, against the premises described in this deed of trust, and an equal monthly installment of the annual premium of fire insurance and other hazard insurance carried on said premises in amounts and in a company satisfactory to the holder, these installments shall each amount to the estimated premium for such insurance and taxes next due, divided by the number of months that are to elapse before one month prior to the date when such premium and taxes will become due. Grantors shall insure and keep insured said premises as aforesaid and will cause the loss, if any, under said fire and other hazard insurance to be payable to said trustee, and will cause the policies of said insurance to be delivered to said trustee; and in the event the said insured premises shall be injured or destroyed before the maturity of said debt, the trustee may apply the insurance money received toward the payment of said debt or towards the restoration of the insured premises at the option of the Association or holder of said note, the premises so restored to be re-insured and kept insured in the manner aforesaid; and Grantors do hereby authorize said Association to pay any and all taxes when due and to receive from said Tax Collector a tax receipt, and do hereby authorize said Tax Collector to transfer the tax lien to said Association as provided by law. Said Association is further authorized to add to the principal indebtedness secured by this mortgage any unpaid loan fees properly chargeable to this loan, any expenses incurred by said Association for recording lien or title papers and for any expenses incurred for purchase of abstracts, supplemental abstracts, guaranty title or title insurance of and concerning the above described property, as well as fire insurance and other hazard insurance carried on said property; all of which charges and expenses shall first be repaid by said Association from and out of any installment payments made thereafter by Grantors before any credit shall be given for principal and interest due on said promissory note.

That if the Grantors shall procure contracts of insurance upon their life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Association assignee thereunder, the Association may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage, to be repaid in monthly installments in the same manner as provided in the preceding paragraph for fire and other hazard insurance premiums and for taxes.

In case of the death or inability of the Trustee to make said sale or to perform said trust, then the Association or the holder of said note shall have the right to appoint in writing a suitable Substitute Trustee, and said Substitute Trustee shall thereupon succeed to all the rights, powers and trust hereinbefore granted to and vested in said Trustee.

Grantors agree that the Association or other holder may collect a "late charge" not exceeding four per cent (4%) of any installment of the note secured hereby when paid more than ten (10) days after the due date thereof, to cover the extra expense involved in handling delinquent installments.

In the event the property described above is included or should be included in the future in any special flood hazard area designated by any governmental body or agency, Grantors shall obtain flood insurance in the amount of the principal balance on the note herein secured, or the maximum amount of flood insurance available, whichever amount is less. If Grantors shall fail to obtain such insurance when required by the provision herein contained, the Association shall have the right to obtain such insurance and charge the amount of the premium to the balance of said note.

It is expressly agreed and understood that the above described debt of \$20,000.00 is further secured by a Vendor's Lien retained in the above mentioned Warranty Deed, and that said indebtedness covers purchase money advanced by said Association to us, and used by us, for the purchase of the real estate above described.

VOL 129 PAGE 162

Grantors hereby assign to said Trustee any and all rents due or to become due on the premises above described, and authorize said Trustee to take possession of said premises at any time there is any default on the part of the Grantors on the above obligations, and to rent the same for the account of Grantors and said Trustee is hereby expressly given the right to maintain the statutory action of forcible detainer and to procure a writ of restitution in the event of default; this deed of trust shall, in any such legal action serve as prima facie evidence of the existence of the relationship of landlord and tenant as between the Trustee and any tenants of Grantors.

WITNESS our hands this the 22nd day of May, 1975.

Henry L. Hand
Henry L. Hand

Barbara A. Hand
Barbara A. Hand

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF }

BEFORE ME, the undersigned authority, on this day personally appeared Henry L. Hand and Barbara A. Hand, his wife, both known to me to be the person(s)

whose name(s) are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the 23rd day of May, A.D. 1975.

[Signature]
Notary Public in and for

County, Texas

INDIVIDUAL ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF }

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person(s)

whose name(s) subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this the day of , A.D. 19

Notary Public in and for

County, Texas

Filed for Record May 23, A.D. 1975, at 3:42 o'clock P M.

By [Signature], IRENE S. NUHN
Deputy. County Clerk, Comal County, Texas.