



Legal Description: _____

118924.pdf Markup Summary 9-12-2025

Site plan shows all of Lot 663. Are you applying for all of the LOT or just the portion?

1. Provide the deed for all of lot 663 or,
2. Show only the 6.994 acres.

Are you applying for all of
LOT 663 or a portion?

Are you applying for all of
LOT 663 or a portion?

Owner needs to sign the maintenance contract.



COMAL COUNTY

ENGINEER'S OFFICE

Address: _____

Legal Description: _____

Dear Property Owner & Agent,

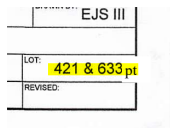
Thank you for your submission. We have reviewed the planning materials for the referenced permit application, and unfortunately, they are insufficient. To proceed with processing this permit, we require the following:

10/12/2025, 11:05:22 AM

it 1, Lot 421 & 663 at 82
sidence (1604sf.) situat
uation Report. An aerob
recreational custom to cam

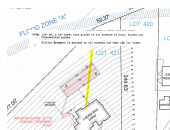
Subject: Line
Page Label: 11
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 9/12/2025 11:05:22 AM
Response:

Are you applying for all of
LOT 663 or a portion?



Subject: Line
Page Label: 13
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 9/12/2025 11:08:08 AM
Response:

Application states a portion
of Lot 663. Are you applying
for all of the LOT or just the
portion?
1. Provide the deed for all of
lot 663 or,
2. Show only the 6.994 acres.



Subject: Group
Page Label: 14
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 9/12/2025 11:10:39 AM
Response:



Subject: Rectangle
Page Label: 24
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 9/12/2025 11:47:43 AM
Response:

Site plan shows all of Lot 663.
Are you applying for all of the
LOT or just the portion?
1. Provide the deed for all of
lot 663 or,
2. Show only the 6.994 acres.

Preliminary Field Check For Drip Systems

RECEIVED

By Kathy Griffin at 2:51 pm, Aug 12, 2025



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

--	--

Date Received

Initials

118924

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

08/12/2025

Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No. _____

INCOMPLETE APPLICATION

____ (Missing Items Circled, Application Refused)



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 aug+

Permit Number 118924

1. APPLICANT / AGENT INFORMATION

Owner Name THOMAS J. & NANCY A. BENEDETTI
Mailing Address 859 HILLCREST FOREST
City, State, Zip CANYON LAKE TEXAS 78133
Phone # 210-313-5312
Email tdetti@gvvc.com

Agent Name GREG JOHNSON, P.E.
Agent Address 170 HOLLOW OAK
City, State, Zip NEW BRAUNFELS TEXAS 78132
Phone # 830-805-2778
Email gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name CANYON LAKE FOREST Unit 1 Lot 421 & 663 Block (pt)
Survey Name / Abstract Number _____ Acreage _____
Address 821 HILLCREST FOREST City CANYON LAKE State TX Zip 78133

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 1604

☐ 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: \$ 350,000 (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 Collection

4. SIGNATURE OF OWNER

By signing this application, I certify that:

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

Thomas J. Benedetti, Nancy A. Benedetti
Signature of Owner

8-8-2025
Date



COMAL COUNTY
ENGINEER'S OFFICE

ON-SITE SEWAGE FACILITY APPLICATION

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

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

System Description PROPRIETARY; AEROBIC TREATMENT AND DRIP TUBING

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

Tank Size(s) (Gallons) SOLAR AIR SA600LP Absorption/Application Area (Sq Ft) 2000

Gallons Per Day (As Per TCEQ Table III) 240

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If yes, indicate the city: _____



FIRM #2585

By signing this application, I certify that:

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

Signature of Designer

August 8, 2025

Date

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

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

I

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

II

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

1 UNIT PHASE/SECTION BLOCK 411 & 663 LOT CANYON LAKE FOREST SUBDIVISION

IF NOT IN SUBDIVISION: ACREAGE SURVEY

The property is owned by (insert owner's full name): THOMAS J. BENEDETTI & NANCY A. BENEDETTI

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 8-8 DAY OF 20 25

X Thomas J. Benedetti
X Nancy A. Benedetti

THOMAS J. BENEDETTI

NANCY A. BENEDETTI

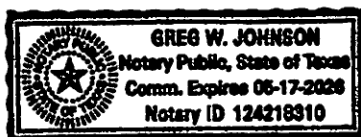
Owner(s) Signature(s)
THOMAS J. BENEDETTI &
NANCY A. BENEDETTI

Owner (s) Printed name (s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 8 DAY OF

AUGUST 20 25

[Signature]
Notary Public Signature



AFFIDAVIT TO THE PUBLIC

THE COUNTY OF COMAL §
STATE OF TEXAS §

THOMAS J. BENEDETTI &
NANCY A. BENEDETTI

Before me, the undersigned authority, on this day personally appeared _____
who after being by me duly sworn, upon oath state that they are the owner of record of that certain
tract or parcel of land lying and being situated in Comal County, Texas, and being more particularly
described as follows:

1 UNIT PHASE SECTION _____ BLOCK 421 & 663 LOT _____ CANYON LAKE FOREST SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): THOMAS J. BENEDETTI & NANCY A. BENEDETTI

The undersigned further state that the on-site sewage facility for the referenced properties crosses the
boundary between the properties. These properties cannot be sold separately and must be sold as one.
Any buyer or transferee is hereby notified of this requirement.

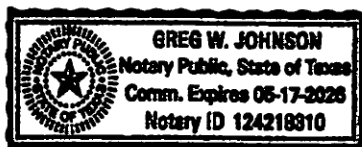
WITNESS MY/OUR HAND(S) on this 8th day of AUGUST, 20 25.

x Thomas J. Benedetti
THOMAS J. BENEDETTI

x Nancy A. Benedetti
NANCY A. BENEDETTI

SWORN TO AND SUBSCRIBED BEFORE ME on this 8 day of AUGUST, 20 25.

[Signature]
Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/11/2025 10:36:34 AM
TERRI 2 Pages(s)
202506025390



Bobbie Koepp

RS SEPTIC SERVICE

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

MP#0001708
CHRISTOPHER RYAN SEIDENSTICKER

PROPERTY LEGAL DESCRIPTION:

CANYON LAKE FOREST, Unit 1, Lot 421 & 663 pt

THOMAS J. & NANCY A. BENEDETTI

Customer:

821 HILLCREST FOREST

Site Address:

City/State: CANYON LAKE, TX

Zip: 78133

County: COMAL

Permit#:

Phone Number:

E-mail:

I. General: This On-Site Sewage Facility Service Agreement (hereinafter referred to as "Agreement") is entered into by and between **THOMAS J. & NANCY A. BENEDETTI** (hereinafter referred to as "Client") and RS Septic Service LLC. (hereinafter referred to as "Contractor"). By this agreement, Contractor agrees to render services, as described herein "Services", and the client agrees to fulfill his/her/their responsibilities under this agreement herein.

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

Date of License to Operate: Last Date of Service:

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

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

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

Client:

Contractor:

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

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

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

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

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

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

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

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

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

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

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

Client: BS

Contractor: BS

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

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

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

Approved by Contractor: _____

MP#0001708

CHRISTOPHER RYAN SEIDENSTICKER

Approved by Client: _____

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

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

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

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

Client: _____

Contractor: _____

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: June 09, 2025

Site Location: CANYON LAKE FOREST, UNIT 1, LOTS 421 & 633 (pt)

Proposed Excavation Depth: N/A

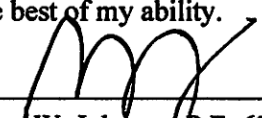
Requirements:

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

SOIL BORING NUMBER _____						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	3	CLAYLOAM	N/A	NONE OBS.	Limestone @ 12"	Brown
1						
2						
3						
4						
5						

SOIL BORING NUMBER _____						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME	as	above			
1						
2						
3						
4						
5						

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



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

06/09/25

Date

Date: August 08, 2025

Name: **THOMAS J. & NANCY A. BENEDETTI**
Address: **859 HILLCREST FOREST**
City: **CANYON LAKE** State: **TEXAS**
Zip Code: **78133** Phone: **(210) 313-5312**

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

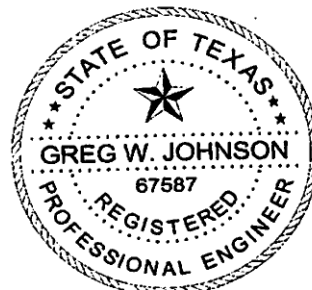
Lot SEE BELOW Unit 1 Blk Subd. CANYON LAKE FOREST
Street Address: 824 HILLCREST FOREST
City: CANYON LAKE Zip Code: 78133
Additional Info.: LOTS 421 & 633 (pt)

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

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

GREG W. JOHNSON, P.E. 67587 - S.E. 11561

08/08/25
DATE

**FIRM #2585**

DRIP TUBING SYSTEM
DESIGNED FOR:
THOMAS J. & NANCY A. BENEDETTI
859 HILLCREST FOREST
CANYON LAKE, TX 78133

SITE DESCRIPTION:

Located in Canyon Lake Forest, Unit 1, **Lot 421 & 663** at 821 Hillcrest Forest, the proposed system will serve a three bedroom residence (1604sf.) situated in an area with shallow Type-III soil as described in the Soil Evaluation Report. An aerobic treatment plant utilizing drip irrigation was chosen as the most appropriate system to serve the conditions on this lot.

PROPOSED SYSTEM:

A 3-inch SCH-40 pipe discharges from the residence into a Solar SA600 LP 600gpd aerobic plant containing a 376-gallon pretreatment tank, an aerobic treatment plant, and a 778-gallon pump chamber containing a submersible well pump. The well pump is activated by a time controller allowing the distribution ten times per day with an 8 minute run time with float setting at 240 gallons. A high level audible and visual alarm will activate should the pump fail. Distribution is through a self flushing 100 micron disc filter (Arkal) then through a 1" SCH-40 manifold to a 2000sf. drip tubing field, with *Netifim Bioline* drip lines set approximately two feet apart with *0.61 gph* emitters set every two feet, as per the attached schematic. A pressure regulator PMR-MF 30psi installed in the pump tank on the manifold to the field will maintain pressure at 30 psi. A 1" SCH-40 return line is installed to continuously flush the system to the pump tank by throttling a 1" ball valve. Solids caught in the disc filter are flushed each cycle back to the trash tank. Vacuum breakers installed at the highest point on each manifold will prevent siphoning of effluent from higher to lower parts of the field. Field area will be scarified and surface rocks removed then built up with 2" of Type II or Type III soil, then the drip tubing will be laid and capped with 6" of Type II or Type III soil (*NOT SAND*). (*A minimum of twelve inches required between tank/rock and drip tubing.*) The field area will be sodded with grass prior to system startup. Risers are required on tank inspection ports as per 30 TAC 285.38 (9/1/2023). This includes access limitation (<65lbs lid or hardware secured lid), inspection and cleanout ports shall have risers over the port openings which extend to a minimum of two inches above grade. A secondary plug, cap, or other suitable restraint system shall be provided below the riser cap to prevent tank entry if the cap is unknowingly damaged or removed.

DESIGN SPECIFICATIONS:

Daily waste flow: 240 GPD Table III

Pretreatment tank size: 376 Gal

Plant Size: Solar 600LP 600 gpd (TCEQ Approved)

Pump tank size: 778Gal

Reserve capacity after High Level: 80 Gal (>1/3 day Req'd)

Application Rate: $R_a = 0.2 \text{ gal/sf}$

Total absorption area: $Q/R_a = 240 \text{ GPD}/0.20 = 1200 \text{ sf. (Actual 2000 sf.)}$

Total linear feet drip tubing: 1000' *Netifim Bioline* drip tubing .61 GPH

Pump requirement: 500 emitters @ .61 gph @ 30 psi = 5.0833 gpm

Pump Requirement (cont.): FPS E-Series 20FEP4-2W115 submersible well pump

Dosing volume: 50-70 gal.

MINIMUM SCOUR VELOCITY (MSV) > 2 FPS

IN DRIP TUBING W/ NOM. DIA. 0.55" ID

$MSV = 2 \text{ FPS } (\pi d^2/4) * 7.48 \text{ gal/cf} * 60 \text{ sec/min}$

$MSV = 2(3.14159((.55/12)^2)/4) * 7.48 * 60$

$MSV = 1.5 \text{ gpm MIN FLOW RATE} \times 3 = 4.5 \text{ gpm}$

IN RETURN MANIFOLD W/ NOM. DIA 1.049" ID

$MSV = 2 \text{ FPS } (\pi d^2/4) * 7.48 \text{ gal/cf} * 60 \text{ sec/min}$

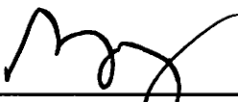
$MSV = 2(3.14159((1.049/12)^2)/4) * 7.48 * 60$

$MSV = 5.4 \text{ GPM}$

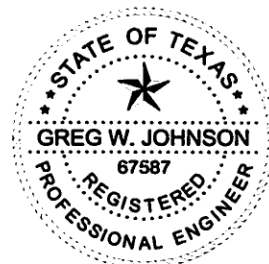
PIPE AND FITTINGS:

All pipes and fittings in this drip tubing system shall be 1" schedule 40 PVC. All joints shall be sealed with approved solvent-type PVC cement. Clipper type cutters are recommended to prevent PVC burrs during cutting of pipes causing possible plugging. Drip tubing 0.61 gph drip tubing to be used in field.

Designed in accordance with Chapter 285, Subchapter D, §285.30 and §285.40 Texas Commission on Environmental Quality (Effective December 29, 2016)

 08/08/25

Greg W. Johnson, P.E. No. 67587 - F-2585
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

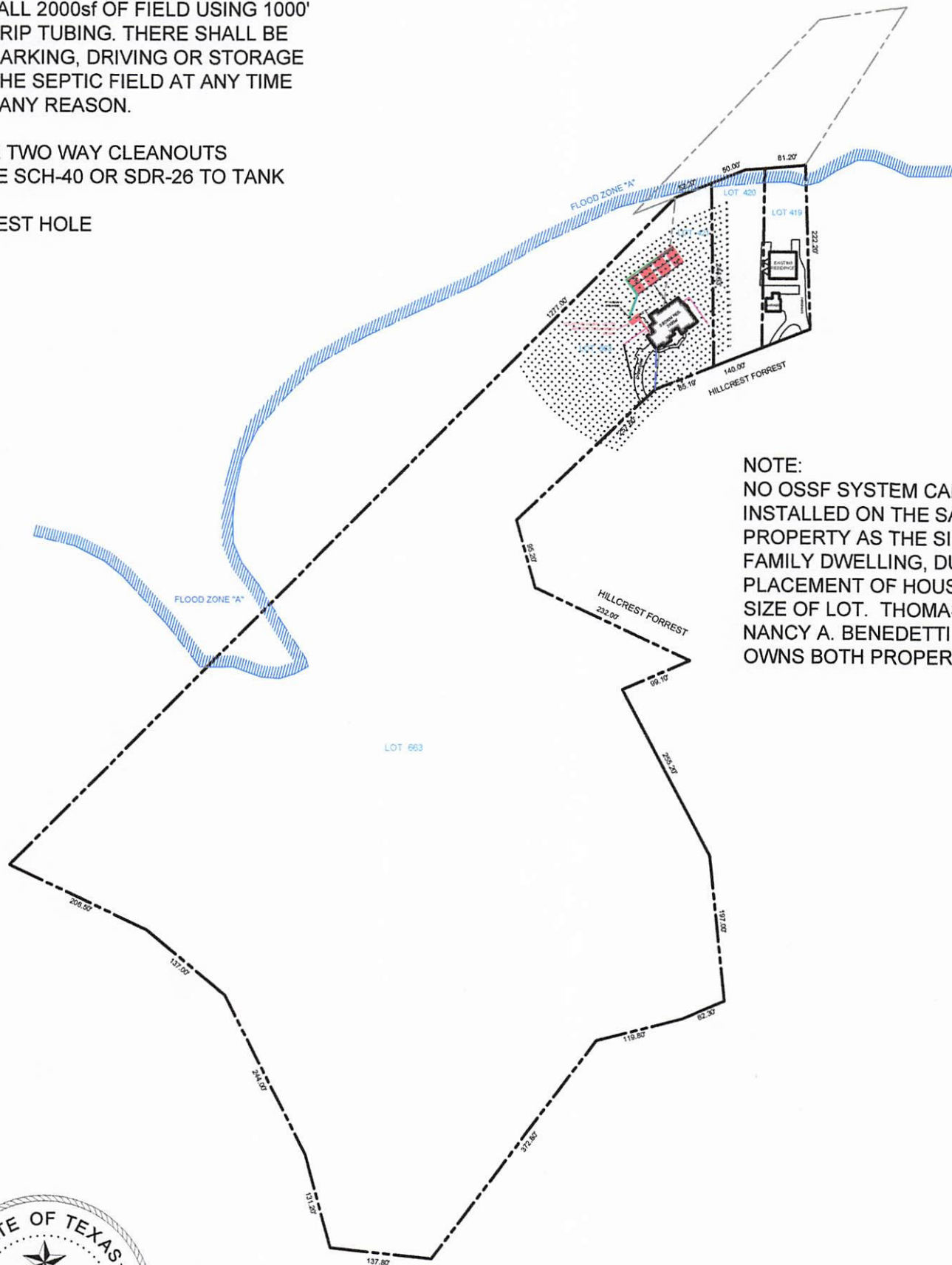


INSTALL 2000sf OF FIELD USING 1000'
OF DRIP TUBING. THERE SHALL BE
NO PARKING, DRIVING OR STORAGE
ON THE SEPTIC FIELD AT ANY TIME
FOR ANY REASON.

*USE TWO WAY CLEANOUTS

**USE SCH-40 OR SDR-26 TO TANK

X= TEST HOLE



NOTE:
NO OSSF SYSTEM CAN BE
INSTALLED ON THE SAME
PROPERTY AS THE SINGLE
FAMILY DWELLING, DUE TO
PLACEMENT OF HOUSE AND
SIZE OF LOT. THOMAS J. &
NANCY A. BENEDETTI
OWNS BOTH PROPERTIES.



OWNER: THOMAS J. & NANCY A. BENEDETTI		DRAWN BY: EJS III	
STREET ADDRESS: 859 HILLCREST FOREST			
LEGAL DESC: CANYON LAKE FOREST	UNIT/SECTION/PHASE: 1	BLOCK:	LOT: 421 & 633 pt
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: N.T.S.	DATE: 6/10/2025	REVISED:

INSTALL 2000sf OF FIELD USING 1000'
OF DRIP TUBING. THERE SHALL BE
NO PARKING, DRIVING OR STORAGE
ON THE SEPTIC FIELD AT ANY TIME
FOR ANY REASON.

*USE TWO WAY CLEANOUTS

**USE SCH-40 OR SDR-26 TO TANK

X= TEST HOLE

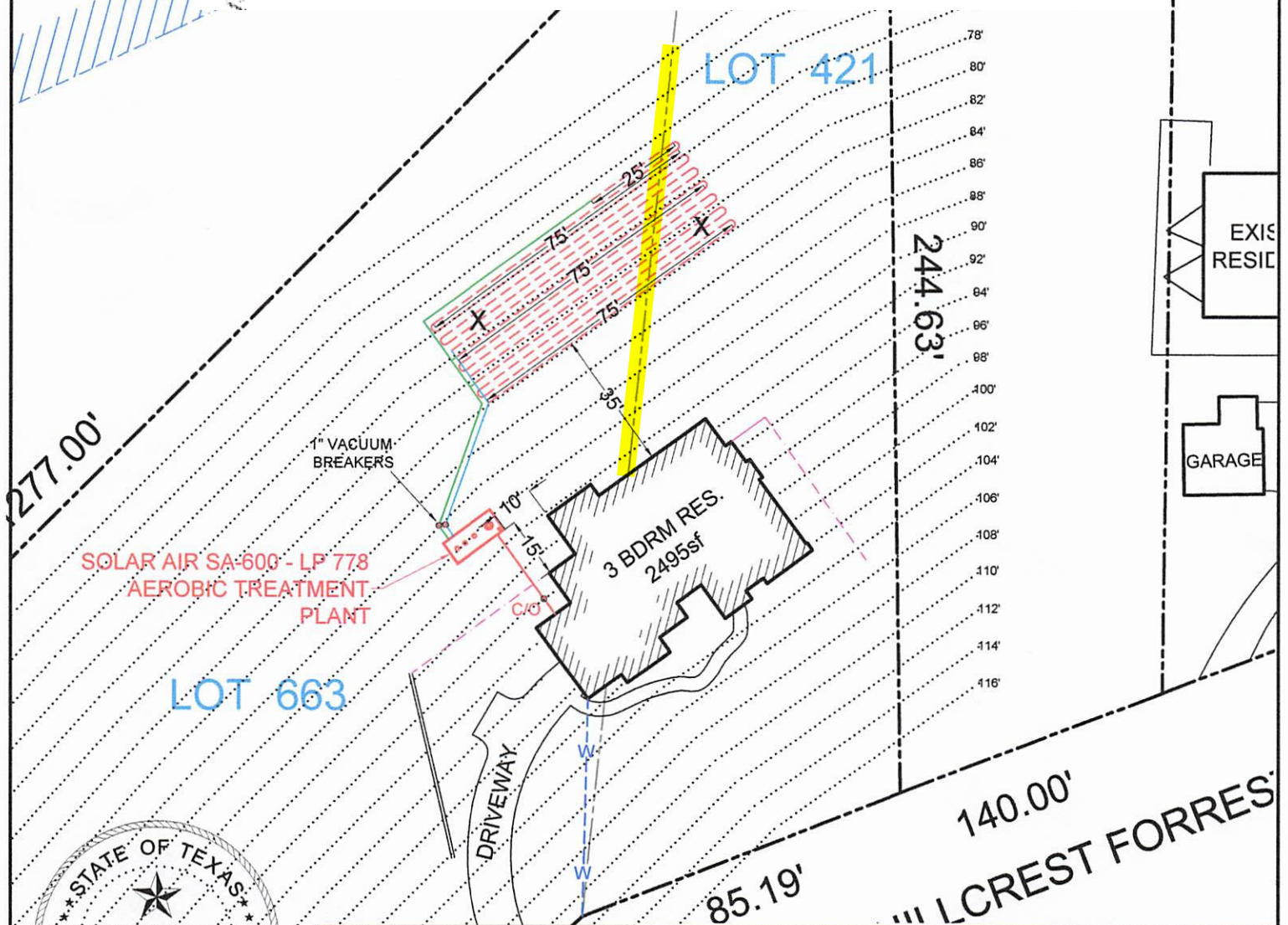
NOTE:

NO OSSF SYSTEM CAN BE
INSTALLED ON THE SAME
PROPERTY AS THE SINGLE
FAMILY DWELLING, DUE TO
PLACEMENT OF HOUSE AND
SIZE OF LOT. THOMAS J. &
NANCY A. BENEDETTI
OWNS BOTH PROPERTIES.

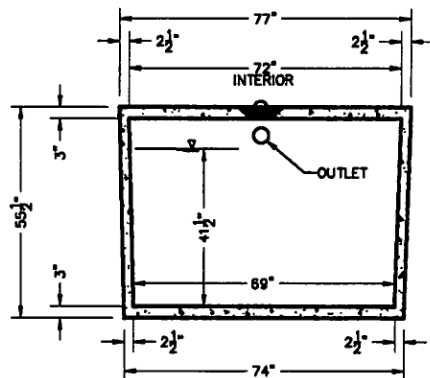
FLOOD ZONE "A"

NOTE: 1/2" Rd. x 12" steel bars placed at all corners of Lots, Blocks and
Intersecting Angles.

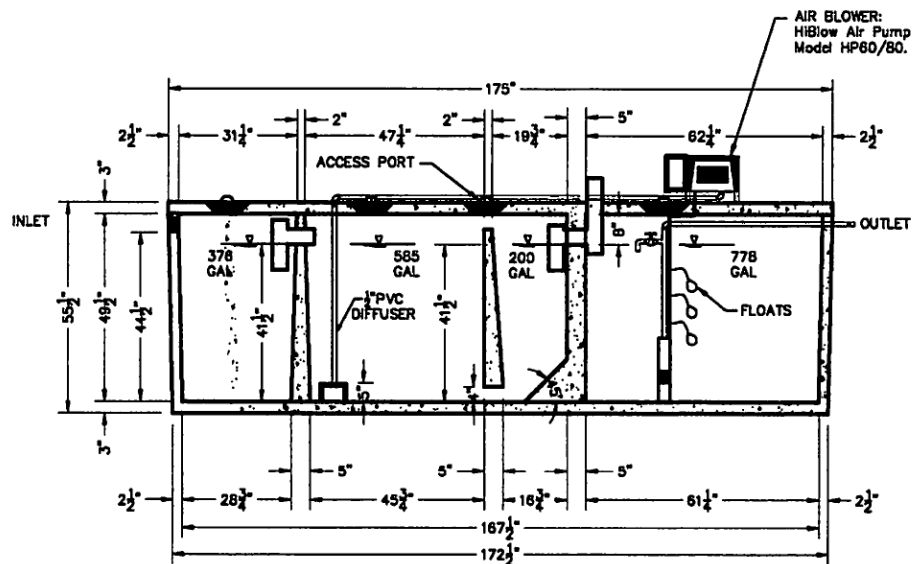
Utility Easement is granted on all streets and down the lot lines.



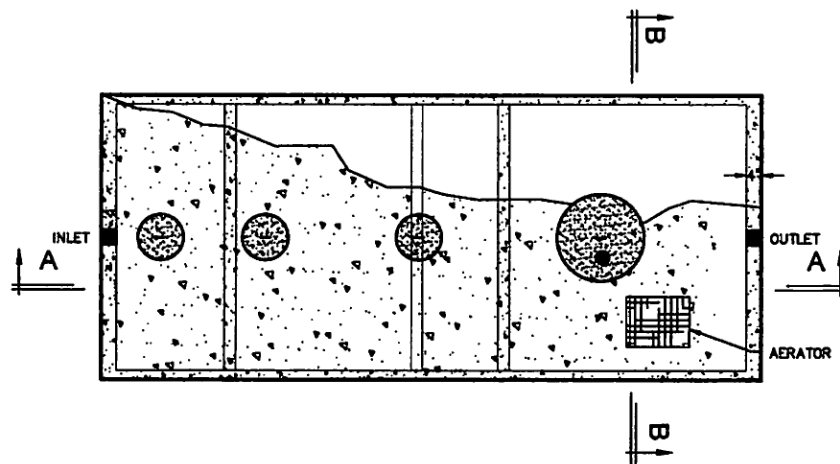
OWNER: THOMAS J. & NANCY A. BENEDETTI				DRAWN BY: EJS III	
STREET ADDRESS: 821 HILLCREST FOREST					
LEGAL DESC: CANYON LAKE FOREST			UNIT/SECTION/PHASE: 1	BLOCK:	LOT: 421 & 633 pt
PREPARED BY: GREG W. JOHNSON, P.E. F#002585		SCALE: 1"=40'	DATE: 6/10/2025		REVISED:



SECTION B-B



SECTION A-A



PLAN VIEW



F#2585

08/08/25

DATE	DEC 2018
PROJECT NO	
SHEET	SA-3
SCALE	8 1/2" = 1'-0"
DATE	
REVISION	
BY	
SOLAR AEROBIC 6754 HWY 80 EAST LAKE CHARLES, LA 70615 PHONE: (337) 439-0680	
MODEL SA 600LP RESIDENTIAL WASTEWATER TREATMENT SYSTEM	
DESIGNER: ESD	
DRAWN: ESD	
CHECKED: ESD	

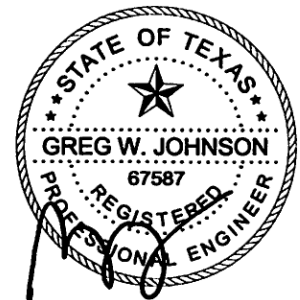
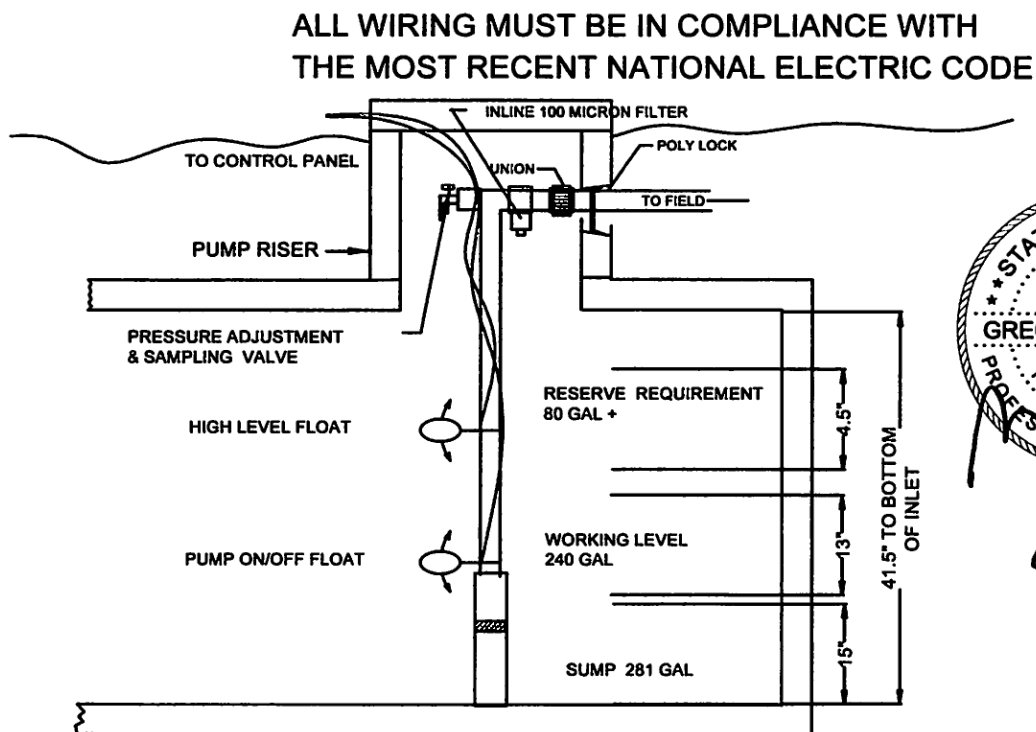
TANK NOTES:

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



F#2585

08/08/21

**TYPICAL PUMP TANK CONFIGURATION
SOLAR-AIR SA-600 LP 778 GAL PUMP TANK**

Arkal 1" Super Filter

Catalog No. 1102 0 _ _ _

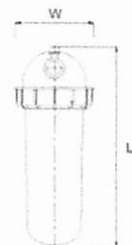
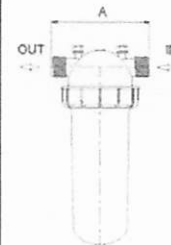
Features

- ♦ A "T" shaped filter with two 1" male threads.
- ♦ A "T" volume filter for in-line installation on 1" pipelines.
- ♦ The filter prevents clogging due to its enlarged filtering area that collects sediments and particles.
- ♦ Manufactured entirely from fiber reinforced plastic.
- ♦ A cylindrical column of grooved discs constitutes the filter element.
- ♦ Spring keeps the discs compressed.
- ♦ Screw-on filter cover.
- ♦ Filter discs are available in various filtration grades.



Technical Data

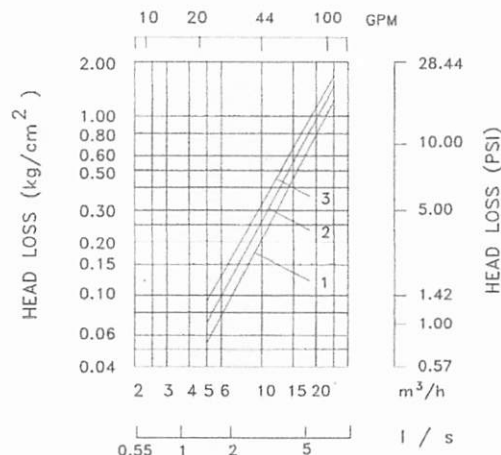
Inlet/outlet diameter	1" BSPT (male)	1" NPT (male)
	25.0 mm – nominal diameter	
	33.6 mm – pipe diameter (O. D.)	
Maximum pressure	10 atm	145 psi
Maximum flow rate	8 m ³ /h (1.7 l/sec)	35 gpm
General filtration area	500 cm ²	77.5 in ²
Filtration volume	600 cm ³	37 in ³
Filter length L	340 mm	13 13/32"
Filter width W	130 mm	5 3/32"
Distance between end connections A	158 mm	6 7/32"
Weight	1.420 kg	3.13 lbs.
Maximum temperature	70° C	158 °F
pH	5-11	5-11



Filtration Grades

- Blue (400 micron / 40 mesh)
- Yellow (200 micron / 80 mesh)
- Red (130 micron / 120 mesh)
- Black (100 micron / 140 mesh)
- Green (55 micron)

Head Loss Chart



PMR-MF

PRESSURE-MASTER REGULATOR - MEDIUM FLOW

Specifications

The pressure regulator shall be capable of operating at a constant, factory preset, non-adjustable outlet pressure of 6, 10, 12, 15, 20, 25, 30, 35, 40, 50, or 60 PSI (0.41, 0.69, 0.83, 1.03, 1.38, 1.72, 2.07, 2.41, 2.76, 3.45, or 4.14 bar) with a flow range between:

- 4 - 16 GPM (909 - 3634 L/hr) for 6 - 10 PSI models or
- 2 - 20 GPM (454 - 4542 L/hr) for 12 - 60 PSI models.

The pressure regulator shall maintain the nominal pressure at a minimum of 5 PSI (0.34 bar) above model inlet pressure and a maximum of 80 PSI (5.52 bar) above nominal model pressure*. Refer to the PRU performance curve to establish specific outlet pressures based on relative inlet pressure and flow rate. Always install downstream from all shut off valves. Recommended for outdoor use only. Not NSF certified.

All pressure regulator models shall be equipped with one of these inlet-x-outlet configurations:

Inlet

- ¾-inch Female National Pipe Thread (FNPT)
- 1-inch Female National Pipe Thread (FNPT)
- 1-inch Female British Standard Pipe Thread (FBSPT)

Outlet

- ¾-inch Female National Pipe Thread (FNPT)
- 1-inch Female National Pipe Thread (FNPT)
- 1-inch Female British Standard Pipe Thread (FBSPT)

The upper housing, lower housing, and internal molded parts shall be of engineering-grade thermoplastics with internal elastomeric seals and a reinforced elastomeric diaphragm. Regulation shall be accomplished by a fixed stainless steel compression spring, which shall be enclosed in a chamber isolated from the normal water passage.

Outlet pressure and flow shall be clearly marked on each regulator.

The pressure regulator shall carry a two-year manufacturer's warranty on materials, workmanship, and performance. Each pressure regulator shall be water tested for accuracy before departing the manufacturing facility.

The pressure regulator shall be manufactured by Senninger Irrigation in Clermont, Florida. Senninger is a Hunter Industries Company.

Physical

¾" FNPT x ¾" FNPT model (shown on right)

- Overall Length 5.2 inches (13.1 cm)
- Overall Width 2.5 inches (6.4 cm)

1" FNPT x 1" FNPT model

1" FBSPT x 1" FBSPT model

- Overall Length 5.8 inches (14.6 cm)
- Overall Width 2.5 inches (6.4 cm)



* Please consult factory for applications outside of recommended guidelines.



PMR-MF

PRESSURE-MASTER REGULATOR - MEDIUM FLOW

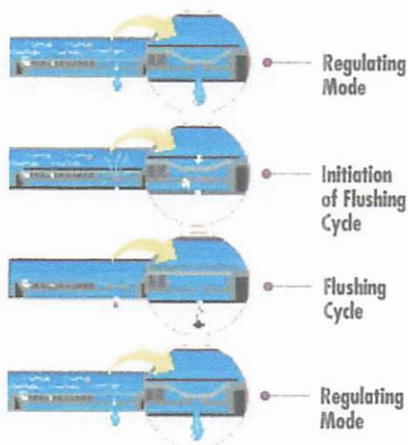
Model Numbers

Model #	Flow Range	Preset Operating Pressure	Maximum Inlet Pressure
PMR-6 MF	4 - 16 GPM (909 - 3634 L/hr)	6 PSI (0.41 bar)	80 psi (5.51 bar)
PMR-10 MF	4 - 16 GPM (909 - 3634 L/hr)	10 PSI (0.69 bar)	90 psi (6.20 bar)
PMR-12 MF	2 - 20 GPM (454 - 4542 L/hr)	12 PSI (0.83 bar)	90 psi (6.20 bar)
PMR-15 MF	2 - 20 GPM (454 - 4542 L/hr)	15 PSI (1.03 bar)	95 psi (6.55 bar)
PMR-20 MF	2 - 20 GPM (454 - 4542 L/hr)	20 PSI (1.38 bar)	100 psi (6.89 bar)
PMR-25 MF	2 - 20 GPM (454 - 4542 L/hr)	25 PSI (1.72 bar)	105 psi (7.24 bar)
PMR-30 MF	2 - 20 GPM (454 - 4542 L/hr)	30 PSI (2.07 bar)	110 psi (7.58 bar)
PMR-35 MF	2 - 20 GPM (454 - 4542 L/hr)	35 PSI (2.41 bar)	115 psi (7.93 bar)
PMR-40 MF	2 - 20 GPM (454 - 4542 L/hr)	40 PSI (2.76 bar)	120 psi (8.27 bar)
PMR-50 MF	2 - 20 GPM (454 - 4542 L/hr)	50 PSI (3.45 bar)	130 psi (8.96 bar)
PMR-60 MF	2 - 20 GPM (454 - 4542 L/hr)	60 PSI (4.14 bar)	140 psi (9.65 bar)

NETAFIM™

Bioline® Dripperline

Pressure Compensating Dripperline for Wastewater



BioLine's Self-Cleaning, Pressure Compensating Dripper is a fully self-contained unit molded to the interior wall of the dripper tubing.

As shown at left, BioLine is continuously self-cleaning during operation, not just at the beginning and end of a cycle. The result is dependable, clog free operation, year after year.



Product Advantages

The Proven Performer

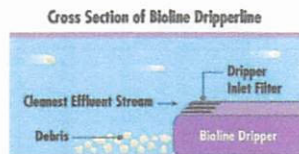
- Tens of millions of feet used in wastewater today.
- Bioline is permitted in every state allowing drip disposal.
- Backed by the largest, most quality-driven manufacturer of drip products in the U.S.
- Preferred choice of major wastewater designers and regulators.
- Proven track record of success for many years of hard use in wastewater applications.

Quality Manufacturing with Specifications Designed to Meet Your Needs

- Pressure compensating drippers assure the highest application uniformity - even on sloped or rolling terrain.
- Excellent uniformity with runs of 400 feet or more - reducing installation costs.
- Highest quality-control standards in the industry: Cv of 0.25 (coefficient of manufacturer's variation).
- A selection of flows and spacings to satisfy the designer's demand for almost any application rate.

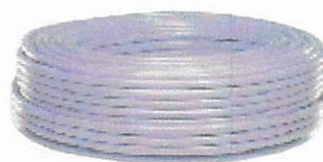
Long-Term Reliability

- Protection against plugging:
 - Dripper inlet raised 0.27" above wall of tubing to prevent sediment from entering dripper.
 - Drippers impregnated with Vinyzene to prevent buildup of microbial slime.
 - Unique self-flushing mechanism passes small particles before they can build up.



Root Safe

- A physical barrier on each BioLine dripper helps prevent root intrusion.
- Protection never wears out - never depletes - releases nothing to the environment.
- Working reliably for up to 15 years in subsurface wastewater installations.
- Additional security of chemical root inhibition with Techfilter - supplies Trifluralin to the entire system, effectively inhibiting root growth to the dripper outlets.



Applications

- For domestic strength wastewater disposal.
- Installed following a treatment process.
- Can be successfully used on straight septic effluent with proper design, filtration and operation.
- Suitable for reuse applications using municipally treated effluent designated for irrigation water.

Specifications

Wall thickness (mil): 45*

Nominal flow rates (GPH): .4, .6, .9*

Common spacings: 12", 18", 24"*

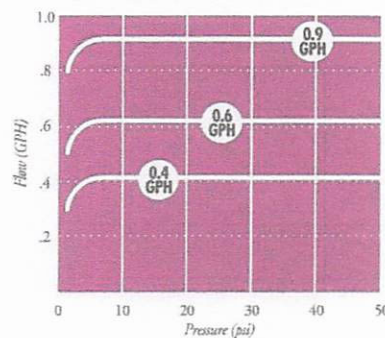
Recommended filtration: 120 mesh

Inside diameter: .570*

Color: Purple tubing indicates non-potable source

*Additional flows, spacings, and pipe sizes available by request. Please contact Netafim USA Customer Service for details.

BIOLINE Flow Rate vs. Pressure



NETAFIM USA
 5470 E. Home Ave. • Fresno, CA 93727
 888.638.2346 • 559.453.6800
 FAX 800.695.4753
www.netafimusa.com

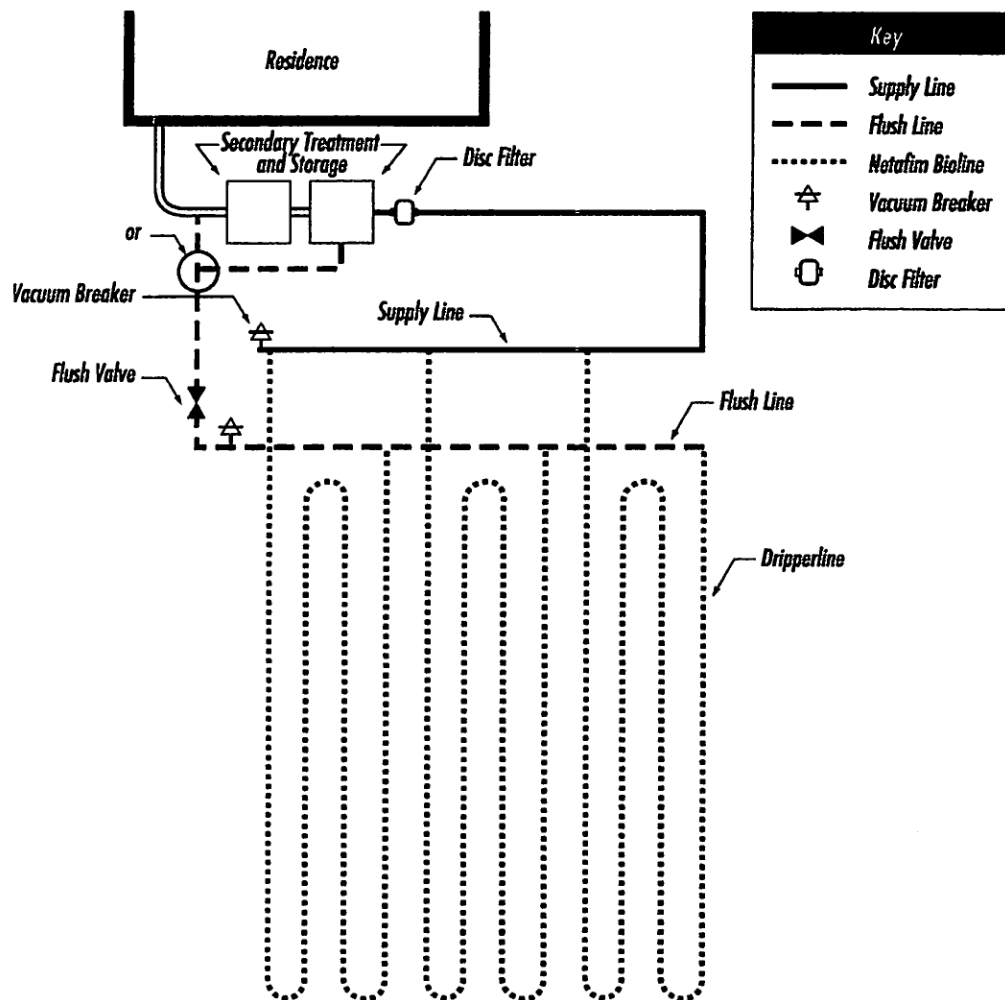
NETAFIM WASTEWATER DISPERSAL SYSTEM DESIGN GUIDE

SAMPLE DESIGNS

SINGLE TRENCH LAYOUT

Rectangular field with supply and flush manifold on same side and in same trench;

- Locate supply and flush manifold in same trench
- Dripperlines are looped at the end opposite the supply and flush manifolds
- The longest Bioline length should not exceed 400 ft. Drip fields 200 ft. in length might loop the Bioline once; drip dispersal fields under 100 ft. might be looped twice, as illustrated



CASH WARRANTY DEED

Date: September 9, 1996

Grantor: Jerry C. Novosad, III and wife, Sandra S. Novosad

Grantor's Mailing Address (including county):

Jerry C. Novosad, III and wife, Sandra S. Novosad
1563 Lakeview
Canyon Lake, Texas 78133
Comal County

Grantee: Thomas J. Benedetti and Nancy Benedetti

Grantee's Mailing Address (including county):

Thomas J. Benedetti and Nancy Benedetti
27710 Bonn Mountain
San Antonio, Texas 78260
Bexar County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration.

Property (including any improvements):

All that certain tract or parcel of land lying and being situated in Comal County, Texas, known and designated as Lot 421, CANYON LAKE FOREST, UNIT NO. 1, according to map or plat recorded in Volume 1, Pages 53-54, Comal County, Texas Map and Plat Records.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

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

UBTC CLGF#45472

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, except as to the reservations from and exceptions to conveyance and warranty.

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


Jerry C. Novosad, III


Sandra S. Novosad

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF COMAL

§
§
§

This instrument was acknowledged before me on September 9, 1996, by Jerry C. Novosad, III and wife, Sandra S. Novosad.



RENAY SMITH
Notary Public, State of Texas
My Commission Expires
JUNE 3, 1997


Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Dwain W. Blaschke
Attorney at Law
P.O. Box 1744
Canyon Lake, Texas 78130-1744

AFTER RECORDING RETURN TO:

New Braunfels Title Company
1435 F.M. 2673
Canyon Lake, Texas 78133

Doc# 9606018470
Pages: 2
Date : 09-11-1996
Time : 02:58:37 P.M.
Filed & Recorded in
Official Records
of COMAL County, TX.
JOY STREATER
COUNTY CLERK
Rec. \$ 11.00

DOC# 9606018470

STC/03910225DT

Doc# 200306005251

H/m

WARRANTY DEED

THE STATE OF TEXAS §

COUNTY OF COMAL §

KNOW ALL MEN BY THESE PRESENTS:

That **FRANCIS L. BROWNING** and **MARY H. BROWNING** ("Grantors"), of the County of Pulaski, State of Arkansas, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to the undersigned paid by the Grantees herein named, the receipt of which is hereby acknowledged, HAVE GRANTED, SOLD, AND CONVEYED, and by these presents DO GRANT, SELL, AND CONVEY, unto **THOMAS J. BENEDETTI** and **NANCY A. BENEDETTI** ("Grantees"), of the County of Bexar and State of Texas, all of the following-described real property in Comal County, Texas, to-wit:

6.994 acres of land, more or less, out of the W. Taylor Survey No. 334, Abstract #625, Comal County, Texas, and being a portion of Lot 663, **CANYON LAKE FOREST**, Unit #1, as said lot is shown by map or plat recorded in Volume 1, Pages 53-54 of the Map and Plat Records of Comal County, Texas, said 6.994 acre parcel being more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof (the "Property").

THIS DEED IS MADE BY GRANTOR AND ACCEPTED BY GRANTEEES SUBJECT TO restrictive covenants and assessments for operating costs of parks and recreation areas of record in Volume 134, Page 178, of the Deed Records of Comal County, Texas, and in instruments filed under Document Numbers 9706015197, 9706015198, 9806014719, and 9906017539 of the Official Records of Comal County, Texas; electric and right of way easement set out in Volume 140, Page 381, Deed Records of Comal County, Texas; setbacks of record and mineral and/or royalty interest as set out in Volume 134, Page 178, Deed Records of Comal County, Texas; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions or any overlapping of improvements; any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities, to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to statutory water rights, including riparian rights, or to the area extending from the line of mean low tide of vegetation, or the rights of access to that area or easement along and across that area; standby fees, taxes, and assessments by any taxing authority for 2003, the payment of which Grantees assume; and subsequent taxes and assessments for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

TO HAVE AND TO HOLD the above-described premises and Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto said Grantees and their heirs and assigns, forever; and Grantors do hereby bind Grantors and Grantors' heirs to WARRANT AND

FOREVER DEFEND all and singular the said premises and Property unto the said Grantees and their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the 4th day of February, 2003.

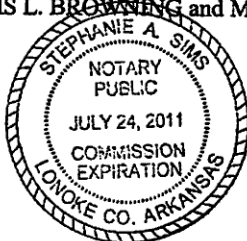

FRANCIS L. BROWNING

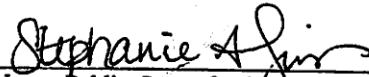

MARY A. BROWNING
H. M. B.

Acknowledgment

THE STATE OF ARKANSAS §
 §
COUNTY OF PULASKI §

This instrument was acknowledged before me on this 5 day of February, 2003 by FRANCIS L. BROWNING and MARY A. BROWNING.




Notary Public, State of Arkansas
Printed name of Notary: Stephanie Sims
Notary's commission expires: July 24, 2011

Mailing address of each Grantee:
Thomas J. Benedetti
Nancy A. Benedetti
27710 Bonn Mountain
San Antonio, Texas 78260

↙ AFTER RECORDING, PLEASE RETURN TO:
Thomas J. Benedetti
Nancy A. Benedetti
27710 Bonn Mountain
San Antonio, Texas 78260

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WARRANTY DEED

PAGE -2-

6.994 acres, more or less, out of the W. Taylor Survey No. 334, Abstract #625, Comal County, Texas, and being a portion of Lot 663, CANYON LAKE FOREST, Unit #1, as said Lot is shown by map or plat recorded in Volume 1, Page 53-54 of the Map and Plat Records of Comal County, Texas; Said 6.994 acre parcel being the same land as survey and found on the ground, as that certain called 7.0 acre parcel of land as described in Volume 134, Page 178 of the Deed Records of Comal County, Texas; Said 6.994 acre parcel of land being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found for the northeasterly corner and POINT OF BEGINNING of this parcel, same being the northwesterly corner of Lot 421;

THENCE with the common line of this parcel with said Lot 421, South 05° 13' 16" West, a distance of 259.07 feet (called South 05° 37' West, 263.4 feet) to a 1/2 inch iron rod found on the westerly right-of-way line of Hillcrest Forest for the southwesterly corner of said Lot 421;

THENCE with said right-of-way line, the following three (3) courses and distances:

- 1.) South 46° 23' 36" West, a distance of 256.95 feet (called South 46° 45' West, 247.6 feet) to a 1/2 inch iron rod found;
- 2.) South 16° 00' 51" East, a distance of 93.53 feet (called South 15° 36' East, 95.2 feet) to a 1/2" iron rod found;
- 3.) South 65° 02' 46" East, a distance of 163.97 feet (called South 64° 38' East, 165.1 feet) to a 1/2 inch iron rod set for the northeasterly corner of that certain 3,927.5 square feet portion of said Lot 663, described in Volume 203, Page 183 of the Deed Records of Comal County, Texas;

THENCE leaving said right-of-way line and with the common line of this parcel with said portion of Lot 663, South 66° 38' 14" West, a distance of 58.44 feet (called South 67° 03' West, 58.0 feet) to a 1/2 inch iron rod set for the northwesterly corner of said portion of Lot 663;

THENCE with the common line of this parcel with said portion of Lot 663, Lots 662, 661, 660 and 659, South 28° 25' 45" East, a distance of 299.22 feet (called South 27° 49' East, 299.2 feet) to a 1/2 inch iron rod found for the southwesterly corner of Lot 659, same being the northwesterly corner of Lot 659;

THENCE with the common line of this parcel with Lots 658, 657 and 656, South 03° 51' 00" East, (basis of bearings obtained from said Volume 1, Page 43-54), a distance of 197.13 feet (called South 03° 51' East, 197.0 feet) to a 1/2 inch rod found for the southeasterly corner of this parcel, same being the southwesterly corner of Lot 656, the northwesterly corner of Lot 655 and the northeasterly corner of Lot 651;

THENCE with the common line of this parcel with Lot 651, South 67° 06' 24" West, a distance of 64.76 feet (called South 67°

03' West, 62.3 feet) to a 1/2 inch iron rod found for the northwesterly corner of Lot 651, same being the northeasterly corner of Lot 650;

THENCE with the common line of this parcel with Lots 650 and 640, South 75° 27' 53" West, a distance of 117.66 feet (called South 75° 45' West, 119.8 feet) to a 1/2 inch iron rod found for the southwesterly corner of this parcel, same being the northwesterly corner of Lot 649, the northeasterly corner of Lot 648 and the southeasterly corner of that certain called 6.96 acre portion of Lot 663 as described in Volume 194, Page 42 of the Deed Records of Comal County, Texas;

THENCE with the common line of this parcel with said 6.96 acre parcel, North 38° 52' 18" West, a distance of 725.90 feet (called North 38° 08' West, 729.0 feet) to a 1/2 inch iron rod set for the northwesterly corner of this parcel, same being the northeasterly corner of said 6.96 acre parcel and lying in the southerly line of that certain called 5.503 acre parcel of land as described in Volume 319, Page 324 of the Deed Records of Comal County, Texas; and

THENCE with said common line, North 44° 45' 57" East, a distance of 798.40 feet (called North 44° 53' East, 798.4 feet) to the POINT OF BEGINNING and containing 6.994 acres of land, more or less.

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JOY STREATER
COUNTY CLERK
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