Comal County Environmental Health
OSSF Inspection Sheet

Installer Name: Cruz Aguinaga **OSSF Installer #:** OS0021681

1st Inspection Date: 11/10/25 **2nd Inspection Date:** **3rd Inspection Date:**

Inspector Name: Gallegos **Inspector Name:** **Inspector Name:**

Permit#: 118991 **Address:** 1266 High Point Ln

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	X	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)		X		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	X	285.91(10) 285.30(b)(4) 285.31(d)		X		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	X	285.32(a)(1)		X		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	X	285.32(a)(3)		X		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	X	285.32(a)(5)		X		
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: 11/10/25 EG: Tight line tank good, ready for cover.

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
8	SEPTIC TANK Tank(s) Clearly Marked SEPTIC TANK If SingleTank, 2Compartments Provided withBaffle SEPTIC TANK Inlet Flowline Greater than3" and " T " Provided on Inlet and OutletSEPTIC TANK Septic Tank(s) MeetMinimum 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	X	285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)		X		
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 providedSEPTIC 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	X			X		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	X X			X X		
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 Drip Irrigation	X	285.33(c)(3)(A)-(F)		X		

Comal County Environmental Health
OSSF Inspection Sheet

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.	X	285.32(c)(1)		X		
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	X X X			X X X		
35	AEROBIC TREATMENT UNIT Chlorinator Properly Installed with Chlorine Tablets in Place.	X			X		
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	X					

Comal County Environmental Health
OSSF Inspection Sheet

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
40	APPLICATION AREA Distribution Pipe, Fitting, Sprinkler Heads & Valve Covers Color Coded Purple?	X	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	X X	285.33(d)(2)(G) (i)285.33(d)(2) (A)285.33(d)(2)(F)				
42	APPLICATION AREA Area Installed	X					
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:	118991
Issued This Date:	10/27/2025
This permit is hereby given to:	RCG HOME BUILDER, LLC

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

1266 HIGH POINT LN
SPRING BRANCH, TX 78070

Subdivision:	CYPRESS COVE
Unit:	6
Lot:	83
Block:	0
Acreage:	0.2300

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System:	Aerobic
	Drip 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 11:37 am, Sep 02, 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 August 28, 2025 Permit Number 118991

1. APPLICANT / AGENT INFORMATION

Owner Name	RCG HOME BUILDER LLC	Agent Name	GREG JOHNSON, P.E.
Mailing Address	424 ARTHUR COURT	Agent Address	170 HOLLOW OAK
City, State, Zip	SPRING BRANCH TEXAS 78070	City, State, Zip	NEW BRAUNFELS TEXAS 78132
Phone #	210-702-1648	Phone #	830-805-2778
Email	garcia@rcghomebuilder.com	Email	gregjohnsonpe@yahoo.com

2. LOCATION

Subdivision Name CYPRESS COVE Unit SEC 6 Lot 83 Block

Survey Name / Abstract Number Acreage

Address 1266 HIGH POINT LANE City SPRING BRANCH State TX Zip 78070

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 1636

☐ 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: $ 320,000 (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.

Signature of Owner Date 8/29/25

Revised January 2021

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) NUWATER B-550-PC **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 29, 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 (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 (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):

6 UNIT/PHASE/SECTION ____ BLOCK 83 LOT CYPRESS COVE SUBDIVISION

IF NOT IN SUBDIVISION: _____ ACREAGE _____ SURVEY

The property is owned by (insert owner's full name): RCG HOME BUILDER, LLC, a Texas limited liability company.

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 29 DAY OF August ,20 25

X _____
Owner(s) signature(s)

JOSE RAFAEL GARCIA - MANAGER
Owner (s) Printed name (s)

JOSE RAFAEL GARCIA SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 29 DAY OF August ,20 25

_____
Notary Public Signature

GREG W. JOHNSON
Notary Public, State of Texas
Comm. Expires 05-17-2026
Notary ID 124218310

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/29/2025 11:25:56 AM
PRISCILLA 1 Pages(s)
202506027858

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

CYPRESS COVE, SECTION 6, LOT 83

Permit/License Number _____
Customer RCG HOME BUILDER, LLC
Site Address 1266 HIGH POINT LN
City SPRING BRANCH **Zip** 78070
Mailing Address 424 Arthur Ct, Spring Branch, TX 7807
County COMAL **Map #** _____
Phone 210-702-1648
Email garcia@rcghomebuilder.com

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

II. Effective Date:
This Agreement commences on LTO and ends on _____ 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 with in 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:

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 Contactor 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 Contactor, 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.

RC

Customer's Initials

Contractor's Initials

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

Customer hereby waives its right of recourse as to any Indemnitee when Indemnification applies, and Customer shall require its insurer(s) to waive its/their right of subrogation to the extent such action is required to render such waiver of subrogation effective. Customer shall be subrogated to 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 Indemnitee; or, (2) the willful misconduct of such Indemnitee. Upon irrevocable acceptance of this Indemnification obligation, Customer, in its sole discretion, shall select and pay counsel to defend 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

8/29/25
Date

RC

Customer's Initials

Contractor's Initials

Preliminary Field Check For Drip Systems

DATE: 10/1/25

INSPECTOR: Corey Allen

OBSERVATION: 2 probes at 4 inches

A preliminary inspection of the drip field area found 4 inches of existing soil. Revise soil evaluation and system installation criteria accordingly.

ON-SITE SEWERAGE FACILITY
SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: **August 28, 2025**

Site Location: **CYPRESS COVE, SECTION 6, LOT 83**

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 **SURFACE EVALUATION**

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0 – 8"	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 8"	BROWN
1						
2						
3						
4						
5						

SOIL BORING NUMBER **SURFACE EVALUATION**

Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	SAME		AS		ABOVE	
1						
2						
3						
4						
5						

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

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

08/28/25
Date

OSSF SOIL EVALUATION REPORT INFORMATION

Date: August 29, 2025

Applicant Information:

Name: RCG HOME BUILDER, LLC.
Address: 424 ARTHUR COURT
City: SPRING BRANCH State: TEXAS
Zip Code: 78070 Phone: (210) 702-1648

Site Evaluator Information:

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

Property Location:

Lot 83 Unit 6 Blk ___ Subd. CYPRESS COVE
Street Address: 1266 HIGH POINT LANE
City: SPRING BRANCH Zip Code: 78070
Additional Info.: _____

Installer Information:

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

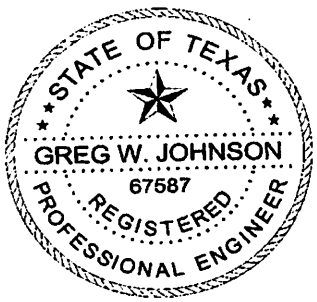
Topography: Slope within proposed disposal area: 8 %

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

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

08/29/25
DATE



FIRM #2585

AEROBIC TREATMENT
DRIP TUBING SYSTEM
DESIGNED FOR:
RCG HOME BUILDER, LLC
424 ARTHUR COURT
SPRING BRANCH, TX 78070

SITE DESCRIPTION:

Located in Cypress Cove, Section 6, Lot 83, at 1266 High Point Lane, the proposed system will serve a three bedroom residence (1636sf.) situated in an area with shallow Type III soil as described in the Soil Evaluation Report. Native grasses and oak trees were found throughout this property. 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 NuWater B-550 600gpd aerobic plant containing a 353-gallon pretreatment tank, an aerobic treatment plant, and a 768-gallon pump chamber containing a submersible (FPS E-Series 20FE05P42W115) 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 2000 sf. 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 to the pump tank. Solids caught in the disc filter are continuously flushed each cycle back to the pump 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 built up with 4" 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 12" required between rock and drip lines.*** 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: 353 Gal
Plant Size: NuWater B550 600gpd (TCEQ Approved)
Pump tank size: 768 Gal
Reserve capacity after High Level: 80 Gal (1/3 day Req'd)
Application Rate: Ra = 0.2 gal/sf
Total absorption area: Q/Ra = 240 GPD/0.20 = 1200 sf. (Actual 2000 sf.)
Total linear feet drip tubing: 1000' ***Netifim Bioline*** drip tubing .61 GPH
Pump requirement: 500 emitters @ .61 gph @ 30 psi = 5.0833gpm
Pump Requirement (cont.): FPS E-Series 20FE05P42W115 submersible well pump
MINIMUM SCOUR VELOCITY (**MSV**) > 2 FPS
IN DRIP TUBING W/ NOM. DIA. 0.55" ID

MSV = 2 FPS (Πd↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((.55/12)↑2)/4)*7.48*60
MSV = 1.5 gpm PER LINE * 3 LINES = 4.5 GPM MIN FLOW RATE

IN RETURN MANIFOLD W/ NOM. DIA 1.049" ID

MSV = 2 FPS (Πd↑2)/4*7.48 gal/cf*60 sec/min
MSV = 2(3.14159((1.049/12)↑2)/4)*7.48*60
MSV = 5.4 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.

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

08/29/25

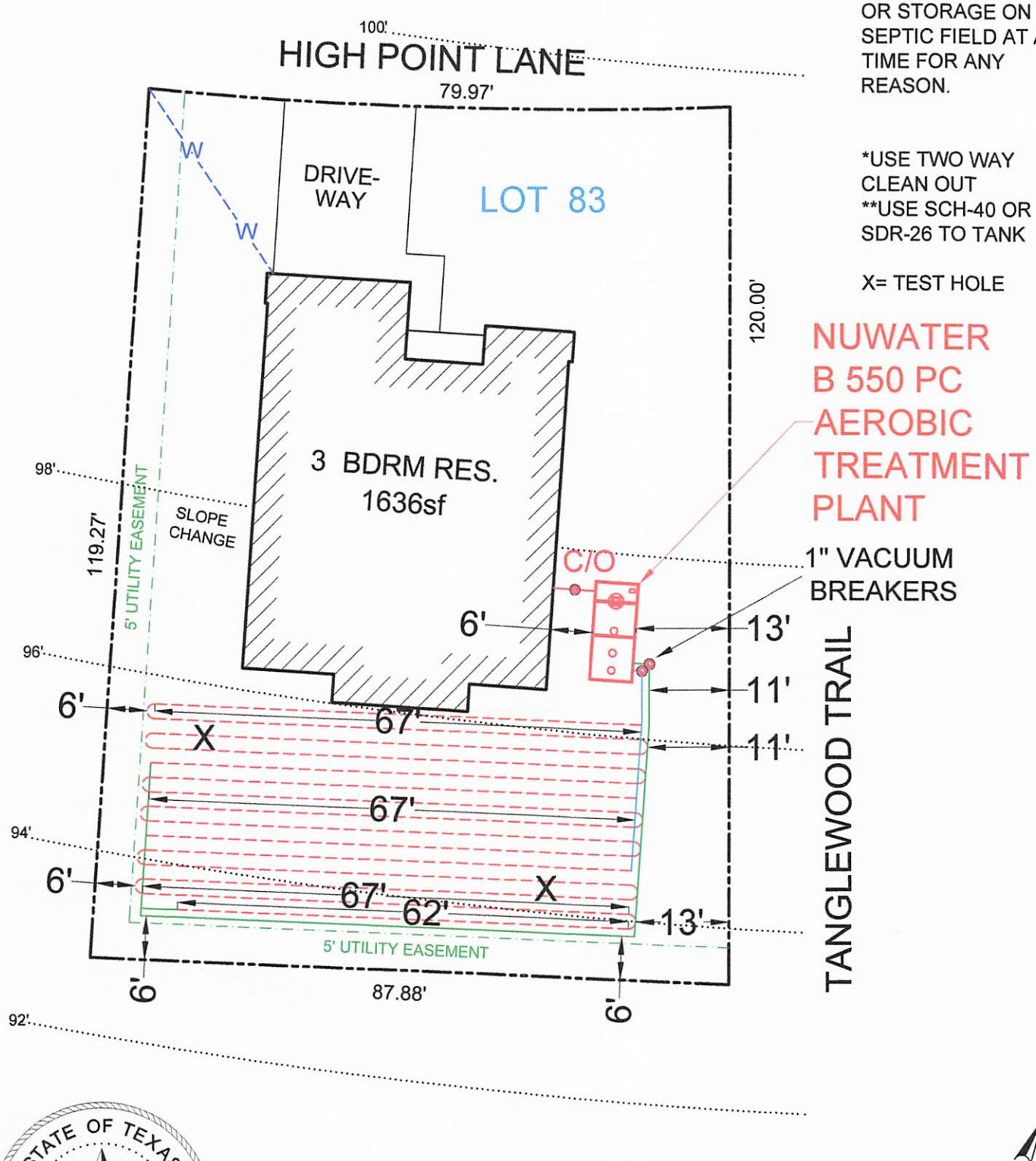
Greg W. Johnson, P.E. No. 67587 / F-2585
170 Hollow Oak
New Braunfels, Texas 78132
830/905-2778

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

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

X= TEST HOLE



OWNER: RCG HOME BUILDERS, LLC.					DRAWN BY: EJS III
STREET ADDRESS: 1266 HIGH POINT LANE					
LEGAL DESC: CYPRESS COVE		UNIT/SECTION/PHASE: 6	BLOCK:	LOT: 83	
PREPARED BY: GREG W. JOHNSON, P.E. F#002585	SCALE: 1"=20'	DATE: 8/29/2025	REVISED:		

Assembly Details

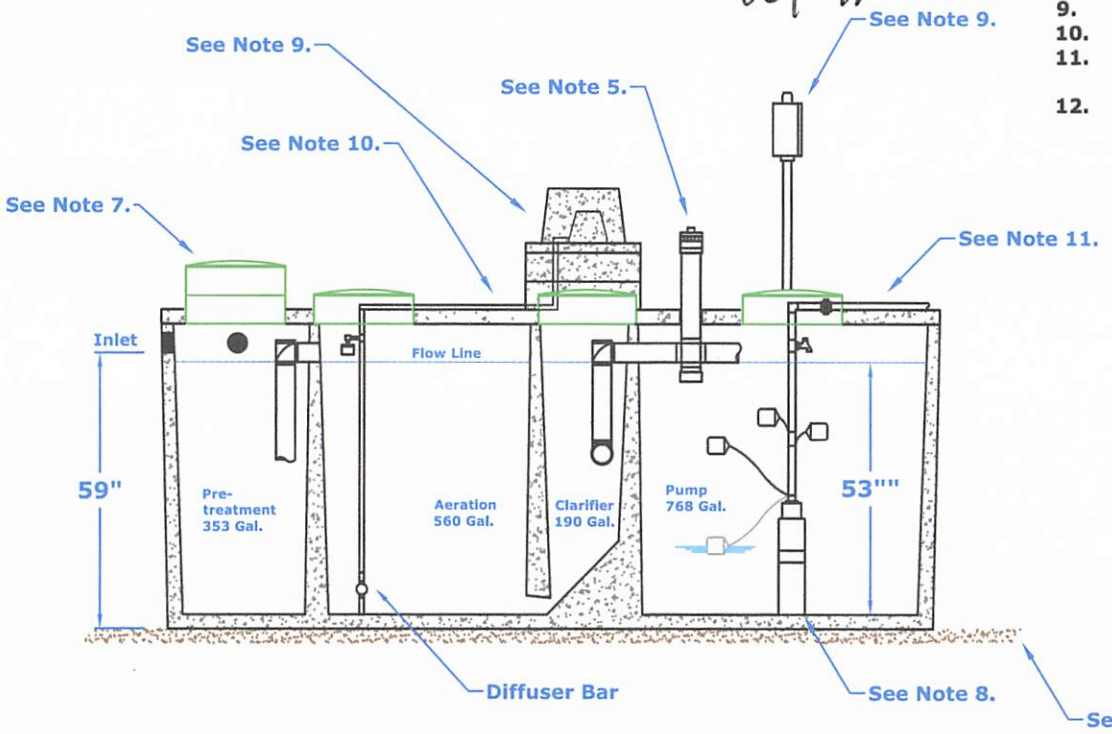
OSSF

STATE OF TEXAS
GREG W. JOHNSON
67587
REGISTERED
PROFESSIONAL ENGINEER

08/29/25

GENERAL NOTES:

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



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

MINIMUM EXCAVATION DIMENSIONS:
Width: 76"
Length: 176"

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

Model: B-550-PC-400PT

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

Scale:
* All Dimensions subject to allowable specification tolerances.

Dwg. #: ADV-B550-3

Advantage Wastewater Solutions llc

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

TANK NOTES:

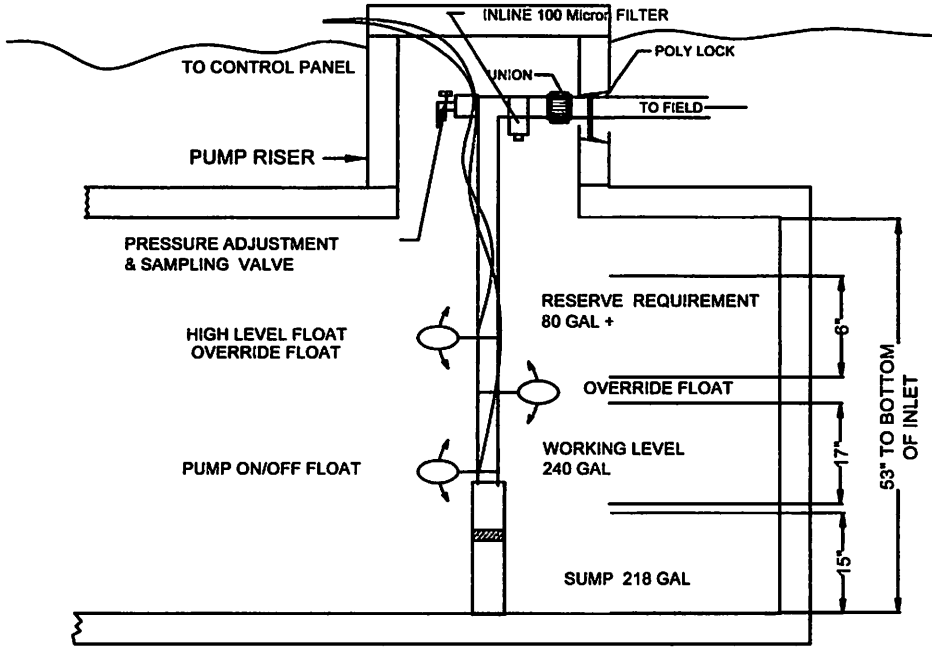
Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

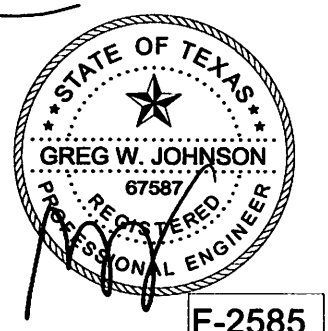
Tightlines to the tank shall be SCH-40 PVC.

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

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

ALL WIRING MUST BE IN COMPLIANCE WITH
THE MOST RECENT NATIONAL ELECTRIC CODE





F-2585

08/29/25

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

Arkal 1" Super Filter

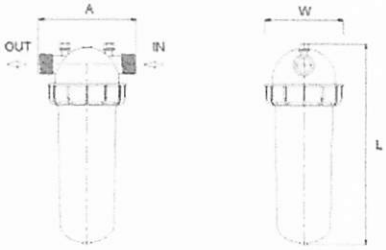
Catalog No. 1102 0_ _ _

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

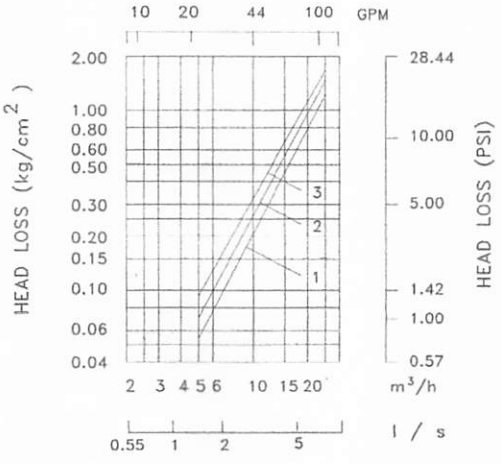
Inlet/outlet diameter	1" BSPT (male) 25.0 mm – nominal diameter 33.6 mm – pipe diameter (O. D.)	1" NPT (male)
Maximum pressure	10 atm	145 psi
Maximum flow rate	8 m^3/h (1.7 l/sec)	35 gpm
General filtration area	500 cm^2	77.5 in^2
Filtration volume	600 cm^3	37 in^3
Filter length L	340 mm	13 13/32"
Filter 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	Outlet
¾-inch Female National Pipe Thread (FNPT)	¾-inch Female National Pipe Thread (FNPT)
1-inch Female National Pipe Thread (FNPT)	1-inch Female National Pipe Thread (FNPT)
1-inch Female British Standard Pipe Thread (FBSPT)	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

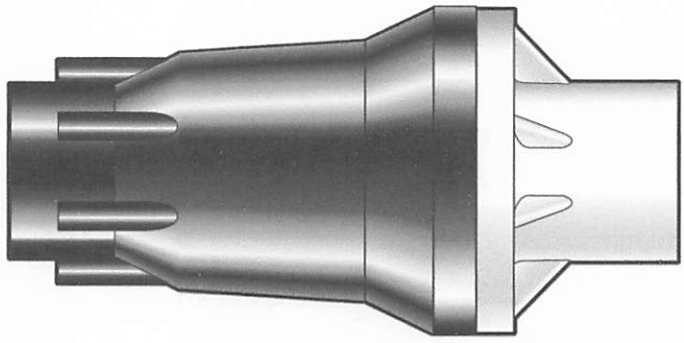
3/4" FNPT x 3/4" FNPT model *(shown on right)*

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

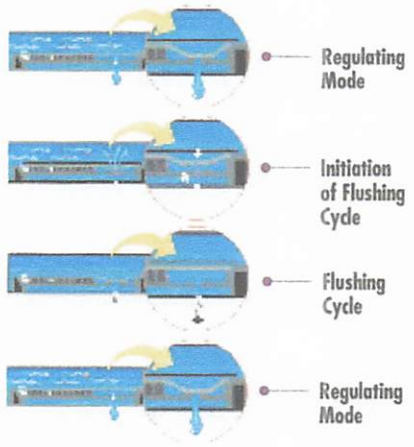
Model Numbers

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.

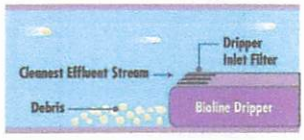
Quality Manufacturing with Specifications Designed to Meet Your Needs

- 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.

Cross Section of Bioline Dripperline



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"*

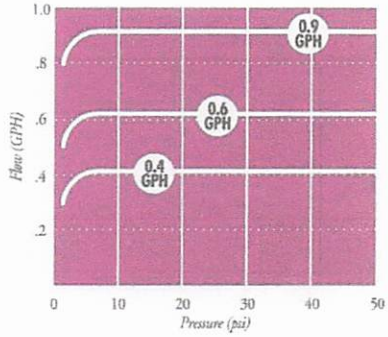
Recommended filtration: 120 mesh

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™

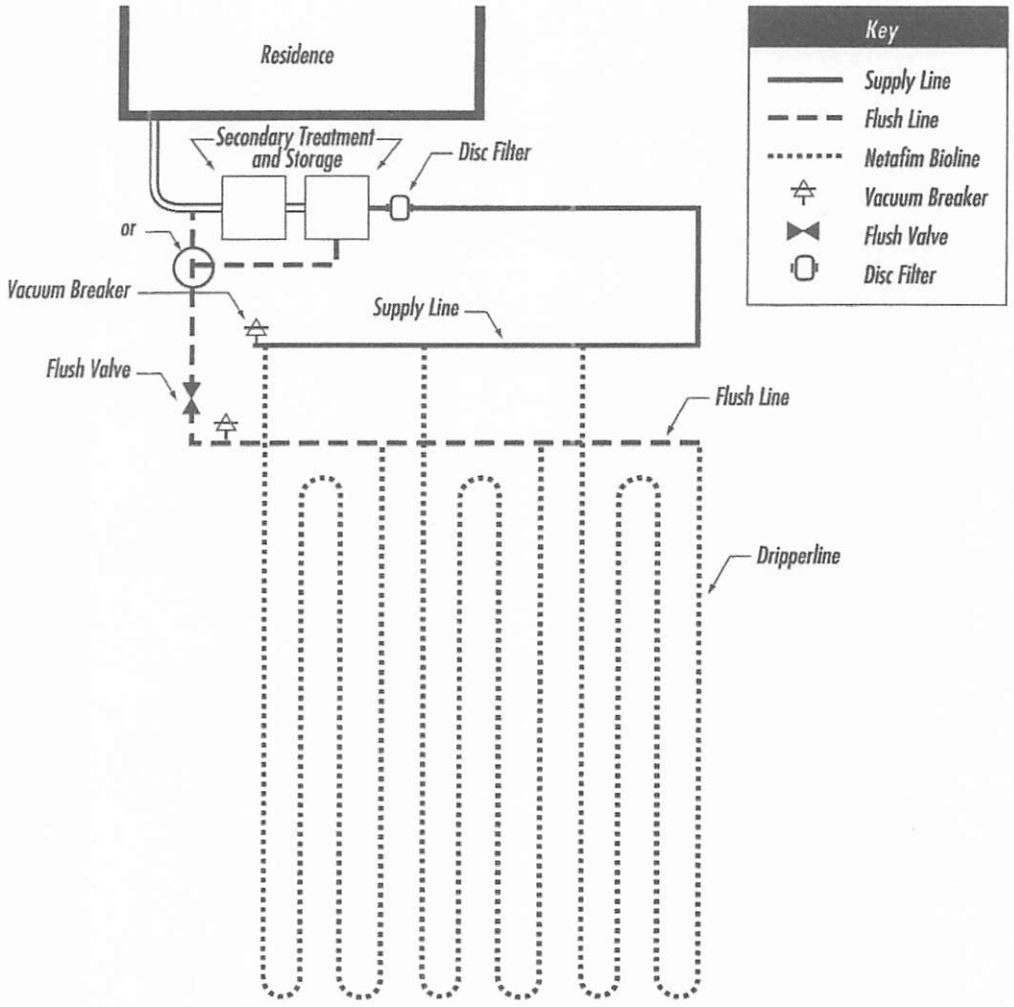
NETAFIM USA
5470 E. Home Ave. • Fresno, CA 93727
888.638.2346 • 559.453.6800
FAX 800.695.4753
www.netafimusa.com

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



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

GENERAL WARRANTY DEED RESERVING VENDOR'S LIEN IN FAVOR OF THIRD PARTY

THE STATE OF TEXAS §
KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COMAL §

THAT **JOANNE MATHIS, a single woman,** hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by **RCG HOME BUILDER LLC, a Texas limited liability company, whose address is 424 Arthur Court, Spring Branch, Texas 78070,** hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by the said Grantee of one certain Promissory Note of even date herewith in the principal sum of **TWO HUNDRED NINE THOUSAND, NINE HUNDRED FIFTY AND NO/100 DOLLARS ($209,950.00) DOLLARS,** payable to the order of **SECURITY STATE BANK & TRUST,** hereinafter called Mortgagee, said Note being payable as therein provided, bearing interest at the rate therein specified, providing for attorney's fees and acceleration of maturity at the rate and in the events therein set forth, and payment of said Note being secured by a vendor's lien and superior title retained herein in favor of said Mortgagee, and by Deed of Trust of even date herewith from Grantee to **DANIEL W. KEMP, Trustee,** to which reference is hereby made for all purposes; and,

WHEREAS, Mortgagee has, at the special instance and request of said Grantee herein, paid to Grantor herein $40,000.00 of the purchase money for the property hereinafter described as represented by the above described Note, said Note, together with the vendor's lien (to the extent of $40,000.00) and Deed of Trust Lien against said

property securing the payment of said Note is, without recourse upon the Grantor herein, hereby assigned, transferred and delivered to Mortgagee, the Grantor hereby conveying to the said Mortgagee the said superior title to said property, and subrogating the said Mortgagee unto all the rights and remedies of Grantor in the premises by virtue of said Note and liens; the indebtedness evidenced by said Note being due and payable as therein provided, both principal and interest being due and payable at the office of **SECURITY STATE BANK & TRUST;**

Grantor HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, the following described property, to-wit:

> **Lot 83 of CYPRESS COVE, SECTION SIX,** a subdivision in Comal County, Texas, according to plat recorded in **Volume 1, Page(s) 83-84,** Map and Plat Records of Comal County, Texas.

This conveyance is made subject to, all and singular, the restrictions, conditions, easements and covenants, if any, applicable to and enforceable against the above described property as reflected by the records of the County Clerk of Comal County, Texas.

Taxes for the current year have been prorated and are thereafter assumed by Grantee.

It is expressly agreed and stipulated that a vendor's lien (to the extent of $40,000.00) is retained in favor of the payee in said Note against the above described property, premises and improvements, until said Note, and all interest thereon, is fully paid according to the face and tenor, effect and reading thereof, when this deed shall become absolute.

TO HAVE AND TO HOLD the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said Grantee, Grantee's heirs and assigns forever.

Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators and successors to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

DATED this the 22nd day of **August, 2025.**

JOANNE MATHIS, a single woman

STATE OF TEXAS §
COUNTY OF Comal §

This instrument was acknowledged before me on this the 22nd day of **August, 2025, by JOANNE MATHIS, a single woman.**

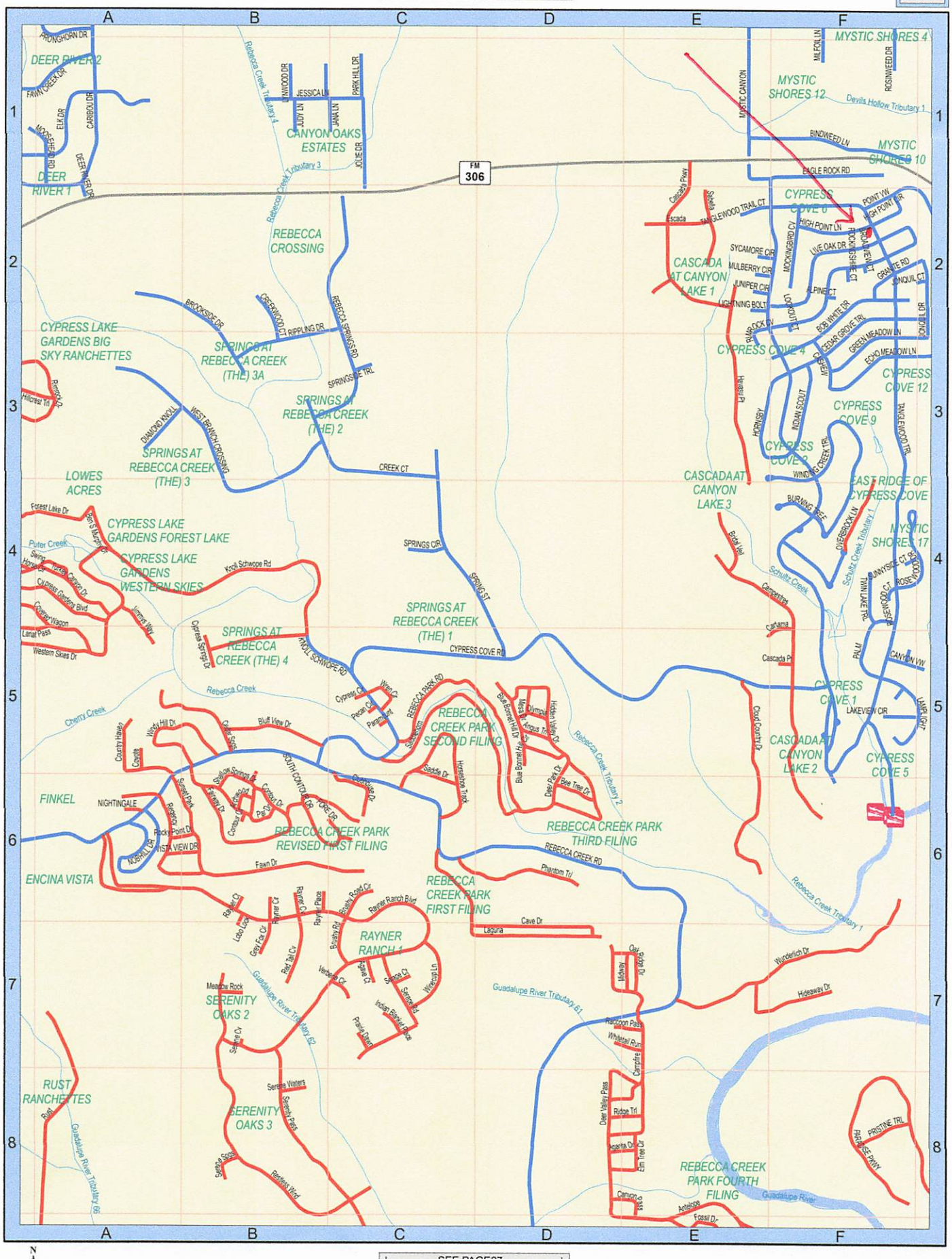
KATHRYN WHITNEY GRAVES
Notary Public, State of Texas
Comm. Expires 01-20-2027
Notary ID 12800655-7

Notary Public, State of Texas

68.deeds
Old Republic Title Co (NF)
GF #168256

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
08/22/2025 04:25:37 PM
PRISCILLA 3 Pages(s)
202506027084

Bobbie Koepp



Produced by the Comal County Engineer's Office - 7/17/2023

COMAL COUNTY

ENGINEER'S OFFICE

Address: 1266 High Point Ln

Legal Description: Cypress Cove sec 6 lot 83

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:

118991.pdf Markup Summary

Efrain Gallegos (1)

Subject: Text Box
Page Label: 7
Author: Efrain Gallegos
Date: 10/2/2025 10:11:55 AM
Status:
Color:
Layer:
Space:

A preliminary inspection of the drip field area found 4 inches of existing soil. Revise soil evaluation and system installation criteria accordingly.

RECEIVED
By Kathy Griffin at 11:37 am, Sep 02, 2025

COMAL COUNTY
ENGINEER'S OFFICE

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded items

Date Received	Initials	Permit Number
		118991

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

08/29/2025
Date

___ COMPLETE APPLICATION

Check No. _____ Receipt No._____

INCOMPLETE APPLICATION
___ (Missing Items Circled, Application Refused)

Revised: September 2019