



COMAL COUNTY
ENGINEER'S OFFICE

**OSSF DEVELOPMENT APPLICATION
CHECKLIST**

Staff will complete shaded items

		119104
<i>Date Received</i>	<i>Initials</i>	<i>Permit Number</i>

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

10/13/2025

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 September 23, 2025

Permit Number 119104

1. APPLICANT / AGENT INFORMATION

Owner Name SAM GILDNER
Mailing Address 1628 RIMROCK COVE
City, State, Zip SPRING BRANCH TEXAS 78070
Phone # 210-947-7751
Email samgildner7@gmail.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 _____ Unit _____ Lot _____ Block _____
Survey Name / Abstract Number James Eadens Survey No. 36 Abstract 140 Acreage 5.00
Address 970 LINDA DRIVE City CANYON LAKE State TX Zip 78133

3. TYPE OF DEVELOPMENT

☒ Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1175

☐ 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: \$ 150,000 (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.

Sam Gildner
Signature of Owner

10/2/2025
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 SURFACE IRRIGATION

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

Tank Size(s) (Gallons) CLEARSTREAM 600NC3T Absorption/Application Area (Sq Ft) 4926

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

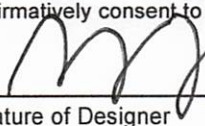
If yes, indicate the city: _____



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

September 25, 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):

_____ UNIT/PHASE/SECTION _____ BLOCK _____ LOT _____ SUBDIVISION

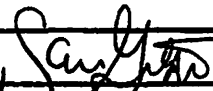
IF NOT IN SUBDIVISION: 4.999 ACREAGE JAMES EADENS SURVEY NO. 36, A-140 SURVEY

The property is owned by (insert owner's full name): SAM GILDNER

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.

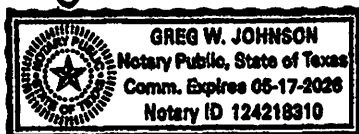
WITNESS BY HAND(S) ON THIS 2 DAY OF October, 2025


Owner(s) signature(s)

SAM GILDNER
Owner (s) Printed name (s)

SAM GILDNER SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 2nd DAY OF
October, 2025


Notary Public Signature



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
10/06/2025 08:09:55 AM
PRISCILLA 1 Pages(s)
202506031984



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:

JAMES EADENS SURVEY #36, A-140, 4.999 AC

SAM GILDNER

Customer: _____

970 LINDA DR

Site Address: _____

City/State: CANYON LAKE, TX Zip: 78133

County: COMAL Permit#: _____

Phone Number: _____

E-mail: samgildner7@gmail.com

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

Client: _____

Contractor: _____

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

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

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

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

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

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

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

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

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

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

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

Client:



Contractor:



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 SEDENSTICKER

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.

Owner needs to sign
the application.

Client: _____

Contractor: _____

ON-SITE SEWERAGE FACILITY SOIL EVALUATION REPORT INFORMATION

Date Soil Survey Performed: September 24, 2025

Site Location: 4.999 ACRE OUT OF THE JAMES EADENS SURVEY No. 36 , A-140

Proposed Excavation Depth: N/A

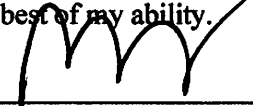
Requirements:

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

SOIL BORING NUMBER <u> </u> SURFACE EVALUATION						
Depth (Feet)	Texture Class	Soil Texture	Gravel Analysis	Drainage (Mottles/ Water Table)	Restrictive Horizon	Observations
0	III	CLAY LOAM	N/A	NONE OBSERVED	LIMESTONE @ 8"	BROWN
1						
2						
3						
4						
5						

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

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

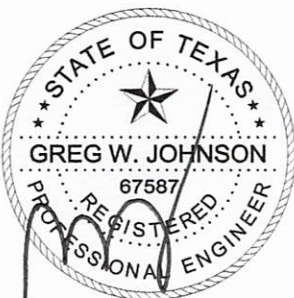
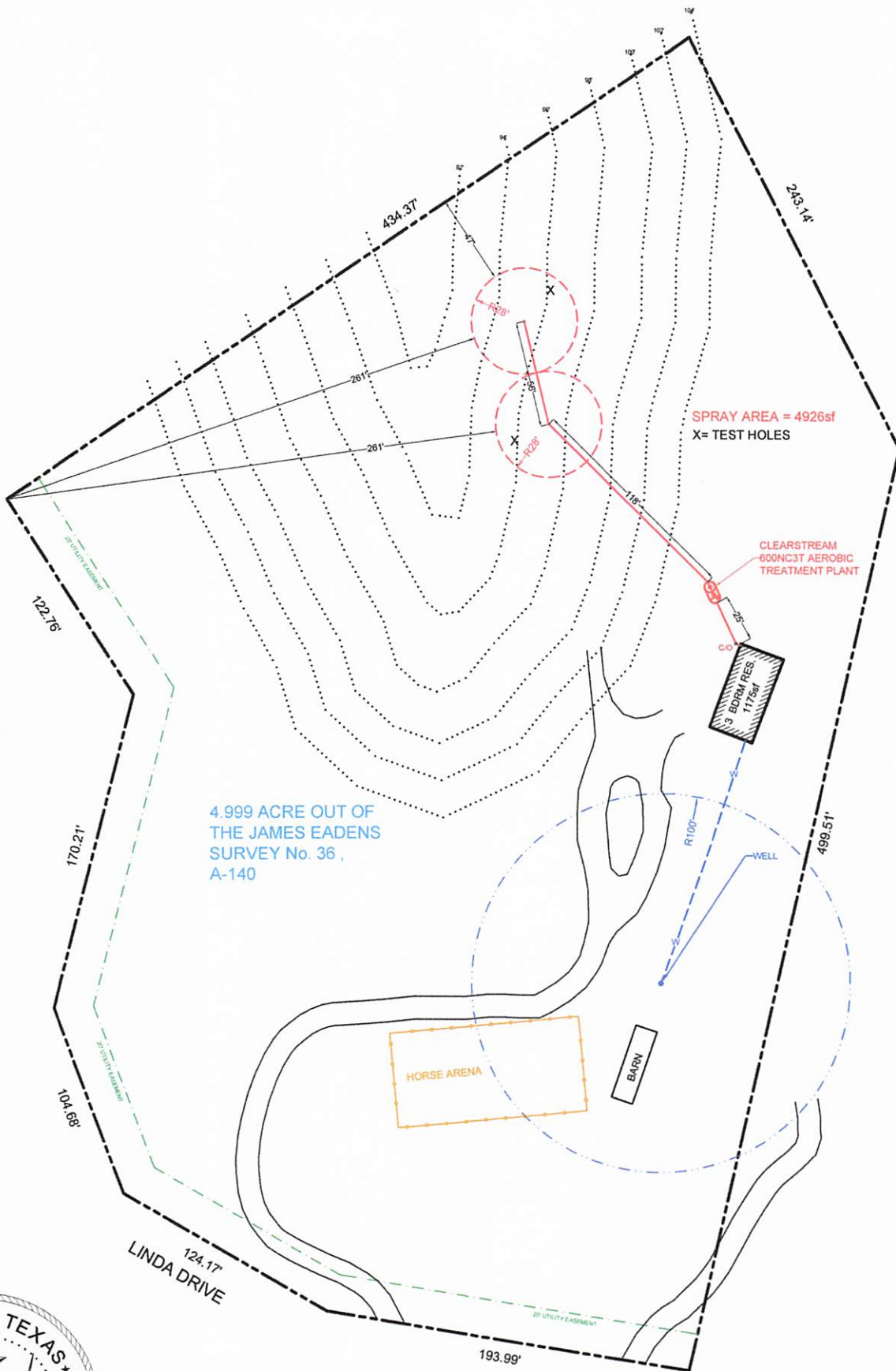


Greg W. Johnson, P.E. 67587-F2585, S.E. 11561

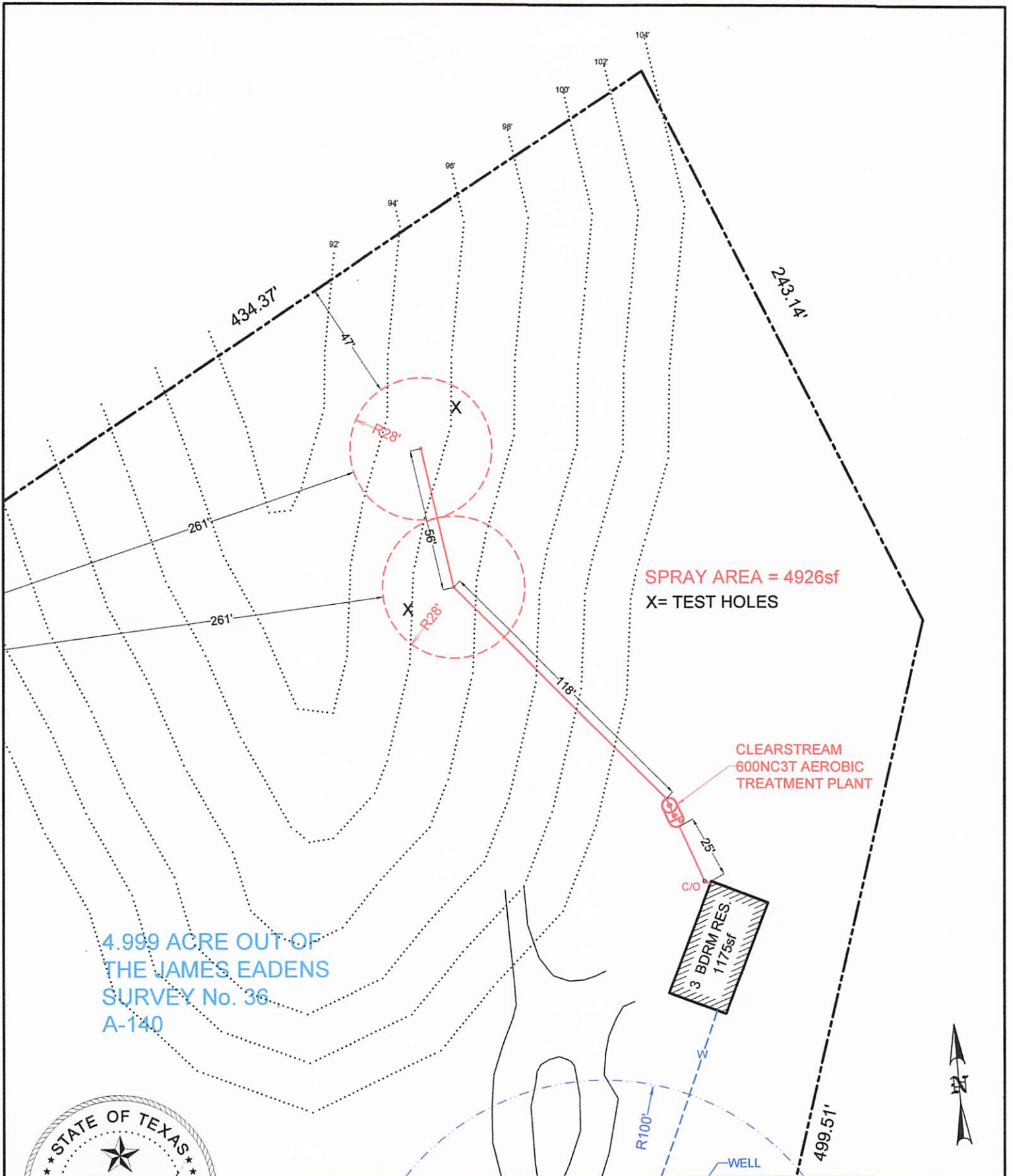
09/24/25

Date

FIRM #2585



OWNER:	SAM GILDNER	DRAWN BY:	EJS III
STREET ADDRESS:	970 LINDA DRIVE		
LEGAL DESC:	JAMES EADENS SURVEY No. 36, A-140	ACREAGE:	4.999
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=80'
		DATE:	9/25/2025
		REVISED:	

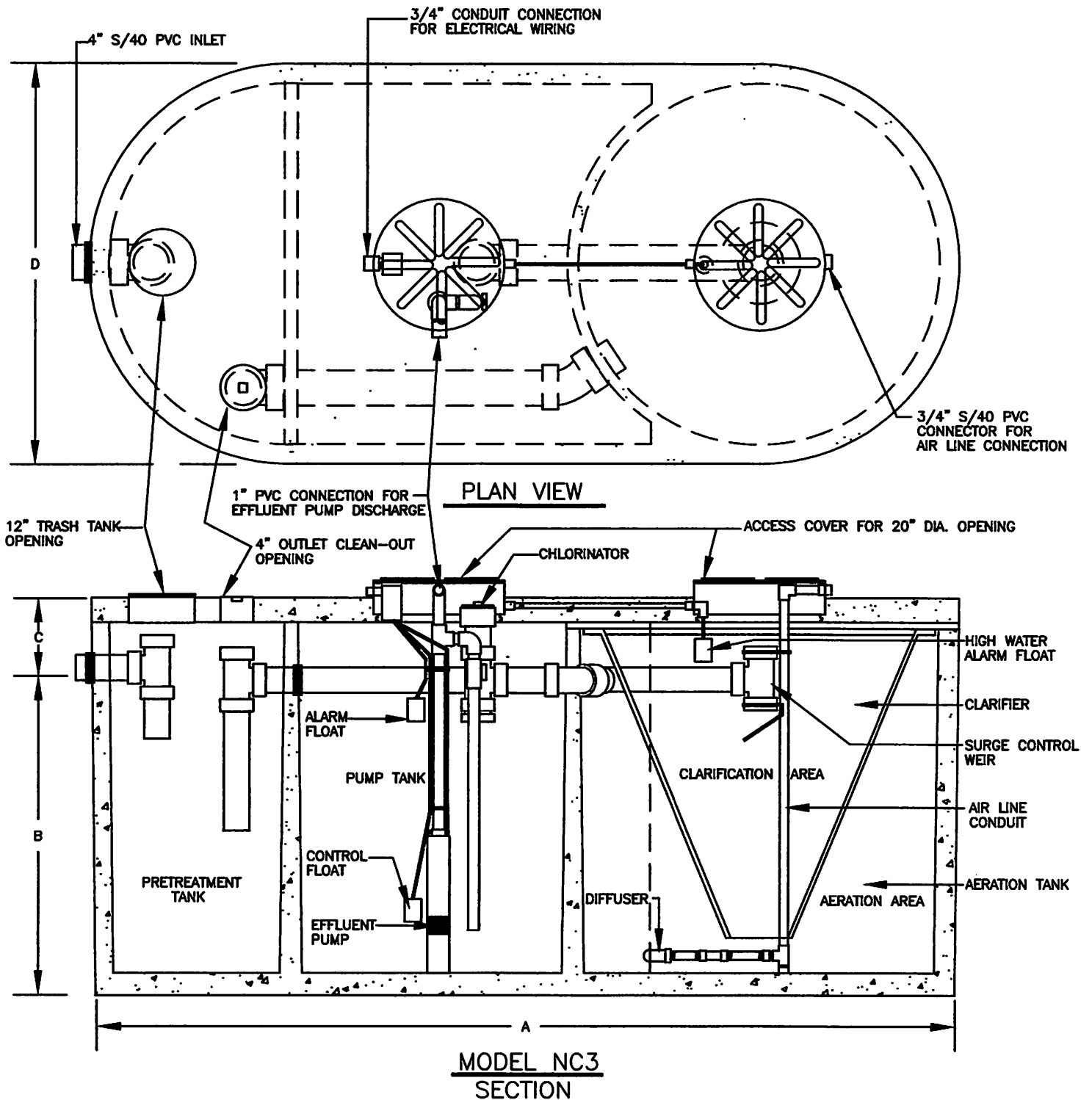


4.999 ACRE OUT OF
THE JAMES EADENS
SURVEY No. 36
A-140



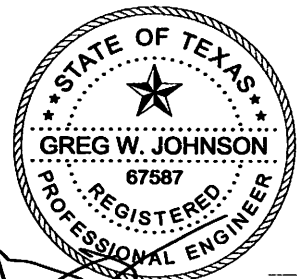
OWNER:	SAM GILDNER			DRAWN BY:	EJS III
STREET ADDRESS:	970 LINDA DRIVE				
LEGAL DESC:	JAMES EADENS SURVEY No. 36 , A-140			ACREAGE:	4.999
PREPARED BY:	GREG W. JOHNSON, P.E. F#002585	SCALE:	1"=50'	DATE:	9/25/2025
				REVISED:	

DESIGN DRAWINGS



DIMENSIONAL DATA

MODEL	A	B	C	D
500NC3-500	12'-2"	60"	10"	75"
500NC3-750	13'-5"	60"	10"	75"
600NC3	12'-7"	60"	10"	82"



F-2585

9/26/25

TANK NOTES:

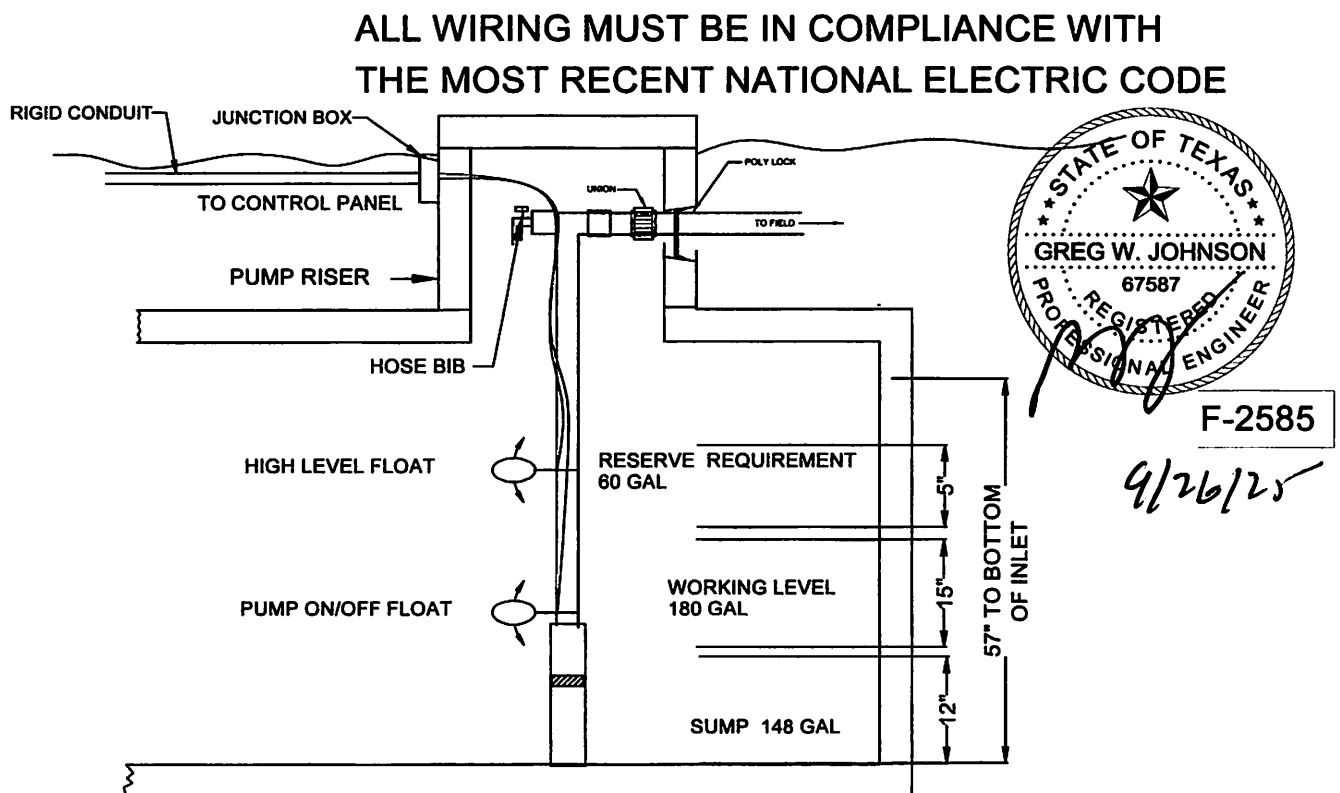
Tanks must be set to allow a minimum of 1/8" per foot fall from the residence.

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

Tanks must be left uncovered and full of water for inspection by the permitting authority.



**TYPICAL PUMP TANK CONFIGURATION
CLEARSTREAM 600NC3T W/ 700 GAL PUMP TANK**

OPERATION

1. The pump must be submerged at all times during normal operation. Do not run pump dry.
2. Make sure that the float switches are set so that the pump stops before the pump runs dry or breaks suction. If necessary, adjust float switches to achieve this.
3. The motor bearings are lubricated internally. No maintenance is required or possible on the pump.

Table 1: Recommended Fusing Data
60 Hz/1 Phase 2-Wire Cable

Model	HP	Voltz/Hz/ Phase	Max Load Amps	Locked Rotor Amps	Fuse Size Standard/ Dual Element
P10D	1/2	115/60/1	11.0	30.0	15
P20D	1/2	115/60/1	9.5	30.0	15
P30D	1/2	115/60/1	9.5	30.0	15



Figure 1: Insert a piece of 3" PVC pipe in the bottom of the motor to raise the pump in the tank.

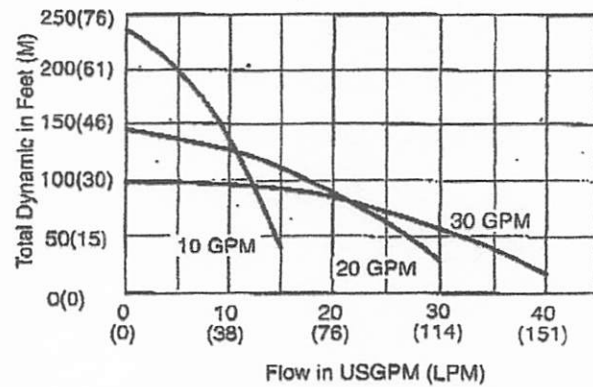


Figure 2: Performance in Feet of Head at Gallons Per Minute (M@LPM).

LOW ANGLE NOZZLE PERFORMANCE CHART

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

KRAIN
K-2 Plus

*

5/11
DOC# 9906015165

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

THE STATE OF TEXAS

COUNTY OF COMAL

§
KNOW ALL MEN BY THESE PRESENTS:
§

THAT **JON S. DeARMAN AND WIFE, SUE ANN DeARMAN**, a 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 **TAUNA FELPS**, whose address is **200 Primrose Circle #50, New Braunfels, Comal County, Texas, 78130**, 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 **TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS**, payable to the order of **CENTRAL TEXAS BANK**, 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 **ALEX G. MCINNIS**, 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 **\$25,000.00** of the purchase money for the property hereinafter described as represented by the above described Note, said Note, together with the vendor's lien and Deed of Trust Lien against said property securing the payment

with the vendor's lien 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 in equal monthly installments, both principal and interest being due and payable at the office of **CENTRAL TEXAS BANK**;

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the said Grantee, all of my undivided interest in and to the following described property, to-wit:

See Exhibit "A", attached hereto and made a part hereof.

This conveyance is made subject to, all and singular, the restrictions, 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.

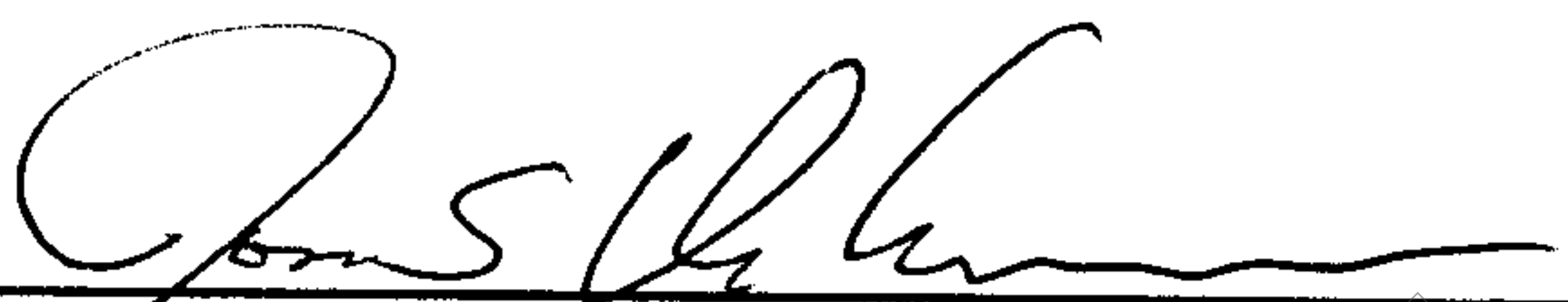
Taxes for the current year have been prorated and are assumed by Grantee.

It is expressly agreed and stipulated that a vendor's lien 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.

said Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever claiming or to claim the same or any part thereof.

EXECUTED on this the 3 day of Jun, 1999.



JON S. DeARMAN



SUE ANN DeARMAN

STATE OF ~~TEXAS~~ Washington §

COUNTY OF Kitsap §

This instrument was acknowledged before me on this the 3rd day of June, 1999, by JON S. DeARMAN AND WIFE, SUE ANN DeARMAN.



Notary Public in and for the
State of ~~Texas~~ Washington
my appt. expires 4.19.2001

1219 DEEDS

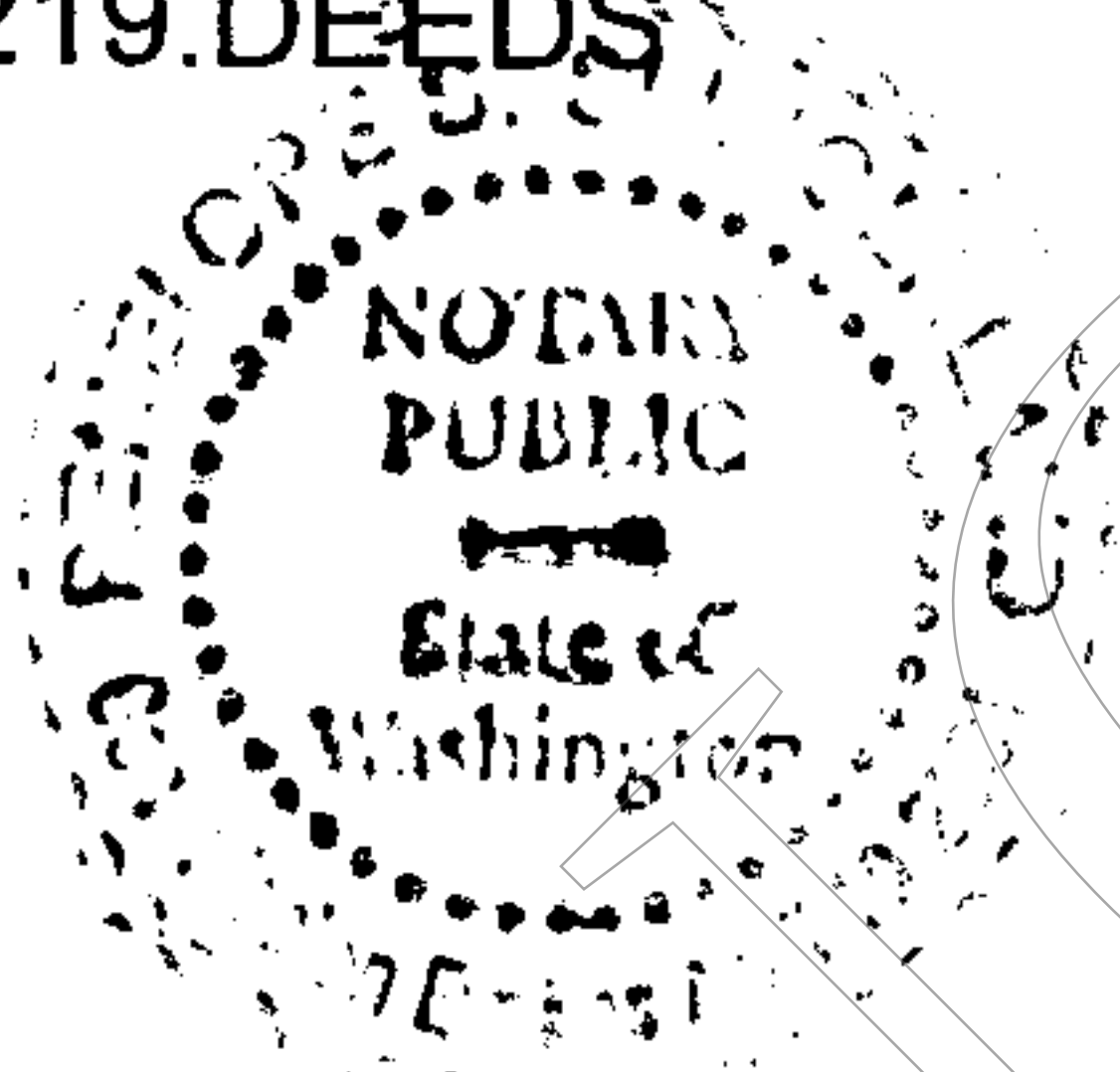


EXHIBIT "A"

TRACT No. 1

DOC# 9906015165

BEING 5.000 acres of land out of the James Edens Survey No. 36, Comal County, Texas, and being 5.000 acres of land out of that certain 159 acre tract of land conveyed by DAHL-LANDA, Inc., to Hanno F. Guenther, et al, by Deed dated July 20, 1967 and recorded in Volume 156 on Pages 421-424 of the Deed Records of Comal County, Texas, and described more particularly by metes and bounds as follows:

FROM an iron pin and corner post in the East line of the James Edens Survey No. 36, set for the Northeast corner of the above described Hanno F. Guenther 159 acre tract, for the Northeast corner of a 9.966 acre tract; THENCE with the fence, the East line of Survey No. 36, the East line of the said 159 acre tract, S. 22° 27' E. 1,0267.67 feet to an iron pin set for the East corner of the said 9.966 acre tract, or the North corner and POINT OF BEGINNING of the herein conveyed 5.000 acre tract;

THENCE with the fence, the East line of Survey No. 36, the East line of the said 159 acre tract, S. 22° 27' E. 244.0 feet to an iron pin set for the North corner of a 2.000 acre tract, for the East corner of this tract;

THENCE with the West line of the said 2.000 acre tract, S. 17° 26' W. 501.22 feet to an iron pin in the North line of Linda Drive of Linda Ledges, Unrecorded, set for the Southwest corner of the said 2.000 acre tract, for the Southeast corner of this tract;

THENCE with the North and East line of Linda Drive as follows: N. 75° 34' 45" W. 194.12 feet, N. 54° 53' 30" W. 124.25 feet, N. 15° 37' W. 104.76 feet, N. 19° 07' 30" E. 170.32 feet, and N. 28° 05' W. 122.84 feet to an iron pin set for the South corner of the aforesaid 9.966 acre tract, for the West corner of this tract;

THENCE with the Southeast line of the said 9.966 acre tract, N. 60° 27' E. 433.24 feet to the PLACE OF BEGINNING.

Tract No. 2

Being 2.000 acres of land out of the James Edens Survey No. 36, Comal County, Texas, and being 2.000 acres of land out of that certain 159 acre tract of land conveyed by DAHL-LANDA, Inc., to Hanno F. Guenther, et al, by deed dated July 20, 1967 and recorded in Volume 156 on pages 421-424 of the Deed Records of Comal County, Texas and described more particularly by metes and bounds as follows:

DOC# 9906015165

From an iron pin and corner post in the East line of the James Edens Survey No. 36, set for the northeast corner of the above described Hanno F. Guenther 159 acre tract, THENCE with the fence, the East line of Survey No. 36, the East line of the said 159 acre tract, S. 22° 27' E. 1,270.67 feet to an iron pin set for the East corner of a 5.000 acre tract, for the North corner and POINT OF BEGINNING of the herein conveyed 2.000 acre tract;

THENCE with the fence, the East line of Survey No. 36, the East line of said 159 acre tract, S. 22° 27' E. 397.06 feet to an iron pin set for the North corner of a 0.382 of an acre tract, for the East corner of this tract;

THENCE with the West line of the said 0.382 of an acre tract, S. 17° 26' W. 183.12 feet to an iron pin in the North line of Linda Drive of Linda Ledges, Unrecorded, set for the West corner of said 0.382 of an acre tract, for the South corner of this tract;

THENCE with the North line of Linda Drive, N. 75° 34' 45" W. 254.96 feet to an iron pin set for the South corner of the aforesaid 5.000 acre tract, for the West corner of this tract;

THENCE with the East line of the said 5.000 acre tract, N. 17° 26' E. 501.22 feet to the place of beginning.

Doc# 9906015165
Pages: 5
Date : 06-09-1999
Time : 02:20:52 P.M.
Filed & Recorded in
Official Records
of COMAL County, TX.
JOY STREATER
COUNTY CLERK
Rec. \$ 17.00

DOC# 9906015165

STC GF# 2334795 MW

General Warranty Deed with Vendor's Lien

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.

Date: Effective as of May 24, 2024, regardless of the date actually executed by the undersigned

Grantor: Tresa Sprayberry and spouse, Shawn Sprayberry

Grantee: Sam Gildner, a single person
1628 Rimrock Cove
Spring Branch, Texas 78070

Consideration: Ten and No/100ths (\$10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of a certain Promissory Note in the principal amount of \$240,000.00, of even date herewith, payable to the order of Tresa Sprayberry, hereinafter referred to as the "Mortgagee", bearing interest at the rate therein provided. The note is secured by a vendor's lien retained in this deed in favor of Tresa Sprayberry, and by a deed of trust of even date from Grantee to M.E. Brooks, Trustee.

Whereas the Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the Property, as included in the above-described Promissory Note, the said vendor's lien against the Property securing the payment of the Promissory Note and superior title are hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the superior title to the Property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said lien.

Property (including any improvements): See Exhibit "A" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

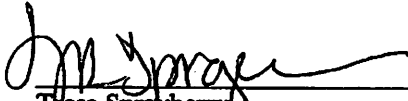
Exceptions to Conveyance and Warranty: Vendor's lien and superior title retained in this deed, validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and taxes for the current year, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

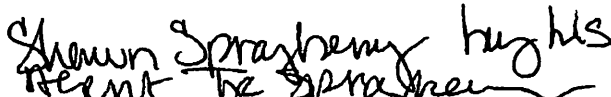
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with any and all improvements and all and singular the rights and appurtenances thereto in any way belonging,

to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

It is expressly agreed that the vendor's lien herein described and superior title are retained in favor of the payee of the Promissory Note hereinabove described against the Property and any improvements thereon, until said Promissory Note and all interest thereon shall have been fully paid according to the terms thereof, at which time this deed will become absolute.

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


Tresa Sprayberry

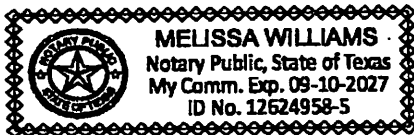

Shawn Sprayberry, by his Agent, Tresa Sprayberry

THE STATE OF TEXAS

COUNTY OF Omaha

§
§
§

This instrument was acknowledged before me on this 24 day of May, 2024, by Tresa Sprayberry, Individually and as Agent for Shawn Sprayberry, on his behalf.




Notary Public, State of Texas

After Recording Return To:
Sam Gildner
1628 Rimrock Cove
Spring Branch, Texas 78070

Exhibit "A"

4.999 ACRES BEING A CALLED 5.00 ACRE TRACT ("TRACT NO. 1") DESCRIBED IN DOC. 201906037604 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, BEING OUT OF A CALLED 159 ACRES DESCRIBED IN VOL. 156, PAGE 421 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, BEING SITUATED IN THE JAMES EADENS SURVEY NO. 36, ABSTRACT 140, COMAL COUNTY, TEXAS, AND BEING DESCRIBED BY METES AND BOUNDS, WITH ALL BEARINGS BASED ON NAD83(2011) TEXAS COORDINATE SYSTEM - SOUTH CENTRAL ZONE, AND ALL DISTANCES BEING SURFACE DISTANCES, AS FOLLOWS:

BEGINNING AT A FOUND ½" IRON BAR LYING IN THE NORTH LINE OF A CALLED 14.827 ACRE TRACT SURVEYED BY WOODROW CASH, REGISTERED PUBLIC SURVEYOR, TEXAS REG. #1527, ON MARCH 29, 1988, DESCRIBED IN AN UNRECORDED QUITCLAIM DEED TO COMAL COUNTY, TEXAS, EXECUTED AUGUST 26TH, 1982, AND BEING CALLED LINDA DRIVE ON AN UNRECORDED SUBDIVISION PLAT KNOWN AS LINDA LEDGES SITED IN VOLUME 795, PAGE 211, OF THE DEED RECORDS OF COMAL COUNTY, TEXAS, FOR THE SOUTHERNMOST COMMON CORNER OF A CALLED 2.00 ACRE TRACT ("TRACT NO. 2") DESCRIBED IN DOC. 201906037604 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND THE HEREIN DESCRIBED TRACT, AND FROM WHICH A ½" IRON BAR FOUND FOR THE SOUTHEAST CORNER OF SAID 2.00 ACRE TRACT BEARS S 75°23'34" E - 254.73' (CALLED S 75°34'45" E - 254.96');

THENCE WITH THE COMMON LINE OF SAID 14.827 ACRE TRACT AND THE HEREIN DESCRIBED TRACT WITH THE FOLLOWING CALLS:

1.) N 75°34'38" W - 193.99' (CALLED N 75°34'45" W - 194.12') TO A SET ½" IRON BAR WITH PLASTIC CAP STAMPED "RPLS 5888" FOR CORNER;

2.) N 54°53'23" W - 124.17' (CALLED N 54°53'30" W - 124.25') TO A SET ½" IRON BAR WITH PLASTIC CAP STAMPED "RPLS 5888" FOR CORNER;

3.) N 15°36'53" W - 104.68' (CALLED N 15°37'00" W - 104.75') TO A FOUND ½" IRON BAR FOR CORNER;

4.) N 19°07'37" E - 170.21' (CALLED N 19°07'30" E - 170.32') TO A SET ½" IRON BAR WITH PLASTIC CAP STAMPED "RPLS 5888" FOR CORNER;

5.) N 28°04'53" W - 122.76' (CALLED N 28°05'00" W - 122.84') TO A FOUND ½" IRON BAR FOR THE SOUTHERNMOST COMMON CORNER OF A CALLED 10.022 ACRE TRACT DESCRIBED IN DOC. 200506030919 OF THE OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS, AND THE HEREIN DESCRIBED TRACT;

THENCE N 60°56'11" E - 434.37' (CALLED N 60°27' E - 433.24') ALONG THE COMMON BOUNDARY LINE OF SAID 10.022 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, TO A FOUND 5/8" IRON BAR IN A BARBED WIRE FENCE LINE FOR THE NORTH COMMON CORNER OF SAID 10.022 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, LYING IN THE COMMON LINE OF SAID 159 ACRES AND THE REMAINDER OF A CALLED 1015.57 ACRE TRACT DESCRIBED IN VOLUME 106, PAGE 512 OF THE DEED RECORDS OF COMAL COUNTY, TEXAS;

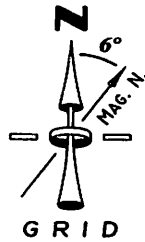
THENCE S 22°18'11" E - 243.14' (CALLED "WITH THE FENCE" S 22°27' E - 244.0') WITH THE FENCE FOR THE COMMON LINE OF SAID 159 ACRES, SAID REMAINDER OF A CALLED 1015.57 ACRE TRACT, AND THE HEREIN DESCRIBED TRACT, TO A FOUND 5/8" IRON BAR, IN A BARBED WIRE FENCE LINE, FOR THE NORTH COMMON CORNER OF SAID 2.00 ACRE TRACT ("TRACT NO. 2") AND THE HEREIN DESCRIBED TRACT;

THENCE S 17°45'07" W - 499.51' (CALLED S 17°26' W - 501.22') ALONG THE COMMON BOUNDARY LINE OF SAID 2.00 ACRE TRACT ("TRACT NO. 2") AND THE HEREIN DESCRIBED TRACT, BACK TO THE POINT OF BEGINNING AND CONTAINING 4.999 ACRES OF LAND, MORE OR LESS.

Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/24/2024 02:36:21 PM
LAURA 3 Pages(s)
202406015730



Bobbie Koepp



ALBERT UECKER CONSULTING, LLC

TEXAS LICENSED SURVEYING FIRM # 10148800

340 HIDDEN OAKS, BULVERDE, TX 78163

TX.SURVEYOR@GMAIL.COM

OFFICE: 210/602-4238 ♦ MOBILE: 210/602-4237

SURVEYING ♦ LAND PLANNING ♦ MAPPING

FIELD NOTES:

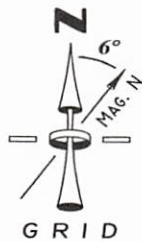
4.999 ACRES

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SURVEYING ♦ LAND PLANNING ♦ MAPPING

FIELD NOTES:

4.999 ACRES (CONTINUES)

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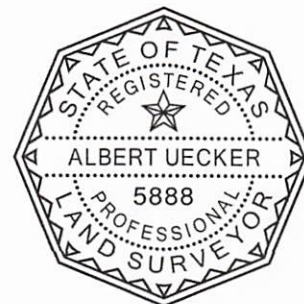
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Albert Uecker

ALBERT UECKER, R.P.L.S.
TEXAS REGISTRATION # 5888

DATE: 9-29-2021

FIELD NOTES TO BE ATTACHED TO SURVEY PERFORMED
THIS SAME DATE.





COMAL COUNTY

ENGINEER'S OFFICE

195 David Jonas Dr, New Braunfels, Texas 78132 (830)608-2090

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:

119104.pdf Markup Summary 11-5-2025

Group (1)



Subject: Group
Page Label: 7
Checkmark: Unchecked
Author: Brandon Mark Olvera
Date: 11/5/2025 4:26:00 PM

Owner needs to sign the application.