

Comal County

OFFICE OF COMAL COUNTY ENGINEER

License to Operate On-Site Sewage Treatment and Disposal Facility

Issued This Date: 08/07/2019 Permit Number: 109171

Location Description: 4144 SUMMIT HURST
NEW BRAUNFELS, TX 78132

Subdivision: Summit Extension

Unit: 4

Lot: 191

Block:

Acreage:

Type of System: Aerobic
Surface Irrigation

Issued to: Royal Road, LLC

This license is authorization for the owner to operate and maintain a private facility at the location described in accordance to the rules and regulations for on-site sewerage facilities of Comal County, Texas, and the Texas Commission on Environmental Quality.

The license grants permission to operate the facility. It does not guarantee successful operation. It is the responsibility of the owner to maintain and operate the facility in a satisfactory manner.

Alterations to this permit including, but not limited to:

- Increase in the square feet of living area
- Increase in the number of bedrooms
- A change of use (i.e. residential to commercial)
- Relocation of system components (including the relocation of spray heads)
- Installation of landscaping
- Adding new structures to the system

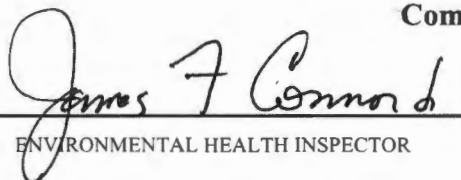
may require a new permit. **It is the responsibility of the owner to apply for a new permit, if applicable.**

Inspection and licensing of a facility indicates only that the facility meets certain minimum requirements. It does not impede any governmental entity in taking the proper steps to prevent or control pollution, to abate nuisance, or to protect the public health.

This license to operate is valid for an indefinite period. The holder may transfer it to a succeeding owner, provided the facility has not been remodeled and is functioning properly.

Licensing Authority

Comal County Environmental Health


ENVIRONMENTAL HEALTH INSPECTOR

OS0032485


ENVIRONMENTAL HEALTH COORDINATOR

OS 0025599

③

Final

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: VIA GENIA GARRO OSSF Installer #: 050028417
 1st Inspection Date: 7-3-19 2nd Inspection Date: 7-22-19 3rd Inspection Date: 08-07-19
 Inspector Name: CONNOR Inspector Name: CONNOR Inspector Name: CONNOR

Permit#: 109171 Address: 4144 SUMMIT HURST / SUMMIT EXTENSION

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

7-3-19 JC
 TANK SET LEVEL, COVER
 NEEDS TO CHECK OPERATION
 CLEAR SPRAY AREAS FROM
 ROCK AND TREES.

7-22-19 JC
 COVERED... OPERATIONAL
 FAILED. NEEDS ROCKS
 CLEARED FROM SPRAY
 AREA.

08-07-19 - JC
 covered

**Comal County Environmental Health
OSSF Inspection Sheet**

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

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: VERGENIA CASTRO OSSF Installer #: 050028417
 1st Inspection Date: 7-3-19 2nd Inspection Date: 7-22-19 3rd Inspection Date: _____
 Inspector Name: CONNOR Inspector Name: CONNOR Inspector Name: _____

Permit#: 109171 Address: 4144 SUMMIT HURST/SUMMIT EXTENSION

No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
1	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Site and Soil Conditions Consistent with Submitted Planning Materials	✓	285.31(a) 285.30(b)(1)(A)(iv) 285.30(b)(1)(A)(v) 285.30(b)(1)(A)(iii) 285.30(b)(1)(A)(ii) 285.30(b)(1)(A)(i)		✓		
2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)		✓		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)		✓		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)		✓		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)		✓		
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(ii) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(i)				
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7-3-19 JC
 TANK SET LEVEL, COVER
 NEEDS TO CHECK OPERATION
 CLEAR SPRAY AREAS FROM
 ROCK AND TREES.

7-22-19 JC
 COVERED, OPERATIONAL
 FAILED. NEEDS ROCKS
 CLEARED FROM SPRAY
 AREA.

**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 Single Tank, 2 Compartments Provided with Baffle SEPTIC TANK Inlet Flowline Greater than 3" and " T " Provided on Inlet and Outlet SEPTIC TANK Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(E) 285.91(2) 285.32(b)(1)(F) 285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(ii)(I) 285.32(b)(1)(E)(i) 285.32(b)(1)(D) 285.32(b)(1)(C)(ii) 285.32(b)(1)(C)(i) 285.32(b)(1)(B) 285.32(b)(1)(A) 285.32(b)(1)(E)(iv)				
9	ALL TANKS Installed on 4" Sand Cushion/ Proper Backfill Used		285.32(b)(1)(F) 285.32(b)(1)(G) 285.34(b)				
10	SEPTIC TANK Inspection / Clean Out Port & Risers Provided on Tanks Buried Greater than 12" Sealed and Capped		285.38(d)				
11	SEPTIC TANK Secondary restraint system provided SEPTIC TANK Riser permanently fastened to lid or cast into tank SEPTIC TANK Riser cap protected against unauthorized intrusions		285.38(d) 285.38(e)				
12	SEPTIC TANK Tank Volume Installed						
13	PUMP TANK Volume Installed						
14	AEROBIC TREATMENT UNIT Size Installed	✓			✓		
15	AEROBIC TREATMENT UNIT Manufacturer AEROBIC TREATMENT UNIT Model Number	✓		660 Texas AEM	✓		
16	DISPOSAL SYSTEM Absorptive		285.33(a)(4) 285.33(a)(1) 285.33(a)(2) 285.33(a)(3)				
17	DISPOSAL SYSTEM Leaching Chamber		285.33(a)(1) 285.33(a)(3) 285.33(a)(4) 285.33(a)(2)				
18	DISPOSAL SYSTEM Evapo-transpirative		285.33(a)(3) 285.33(a)(4) 285.33(a)(1) 285.33(a)(2)				

Comal County Environmental Health OSSF Inspection Sheet

Installer Name: VIRGENIA CASTRO OSSF Installer #: 050028417

1st Inspection Date: 7-3-19 2nd Inspection Date: _____ 3rd Inspection Date: _____

Inspector Name: CONNOR Inspector Name: _____ Inspector Name: _____

Permit#: 109171 Address: 4144 SUMMIT HURST/SUMMIT EXTENSION

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2	SITE AND SOIL CONDITIONS & SETBACK DISTANCES Setback Distances Meet Minimum Standards	✓	285.91(10) 285.30(b)(4) 285.31(d)		✓		
3	SEWER PIPE Proper Type Pipe from Structure to Disposal System (Cast Iron, Ductile Iron, Sch. 40, SDR 26)	✓	285.32(a)(1)		✓		
4	SEWER PIPE Slope from the Sewer to the Tank at least 1/8 Inch Per Foot	✓	285.32(a)(3)		✓		
5	SEWER PIPE Two Way Sanitary - Type Cleanout Properly Installed (Add. C/O Every 100' &/or 90 degree bends)	✓	285.32(a)(5)		✓		
6	PRETREATMENT Installed (if required) TCEQ Approved List PRETREATMENT Septic Tank(s) Meet Minimum Requirements		285.32(b)(1)(G)285.32(b)(1)(E)(iii) 285.32(b)(1)(E)(iv) 285.32(b)(1)(F) 285.32(b)(1)(B) 285.32(b)(1)(C)(i) 285.32(b)(1)(C)(ii) 285.32(b)(1)(D) 285.32(b)(1)(E) 285.32(b)(1)(A) 285.32(b)(1)(E)(ii)(II) 285.32(b)(1)(E)(i) 285.32(b)(1)(E)(ii)(I)				
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**Comal County Environmental Health
OSSF Inspection Sheet**

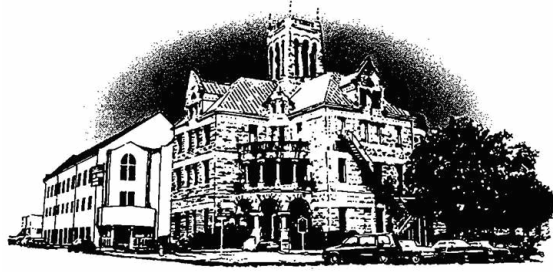
No.	Description	Answer	Citations	Notes	1st Insp.	2nd Insp.	3rd Insp.
19	DISPOSAL SYSTEM Drip Irrigation		285.33(c)(3)(A)-(F)				
20	DISPOSAL SYSTEM Soil Substitution		285.33(d)(4)				
21	DISPOSAL SYSTEM Pumped Effluent		285.33(a)(3) 285.33(a)(1) 285.33(a)(2)				
22	DISPOSAL SYSTEM Gravelless Pipe		285.33(a)(3)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

**Comal County Environmental Health
OSSF Inspection Sheet**

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

**Comal County Environmental Health
OSSF Inspection Sheet**

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42	APPLICATION AREA Area Installed						
43	PUMP TANK Meets Minimum Reserve Capacity Requirements						
44	PUMP TANK Material Type & Manufacturer						
45	PUMP TANK Type/Size of Pump Installed						



Comal County

OFFICE OF COMAL COUNTY ENGINEER

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

Permit Number: 109171
Issued This Date: 05/29/2019
This permit is hereby given to: Royal Road, LLC

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

4144 SUMMIT HURST
NEW BRAUNFELS, TX 78132

Subdivision: Summit Extension
Unit: 4
Lot: 191
Block:
Acreage:

APPROVED MINIMUM SIZES AS PER ATTACHED DESIGN

Type of System: Aerobic
Surface Irrigation

This permit gives permission for the construction of the above referenced on-site facility to commence. Installation must be completed by an installer holding a valid registration card from the Texas Commission on Environmental Quality (TCEQ). Installation and inspection must comply with current TCEQ and Comal County requirements.

Call (830) 608-2090 to schedule inspections.

OSSF DEVELOPMENT APPLICATION CHECKLIST

Staff will complete shaded

Items	Date Received	Initials

Permit Number

RECEIVED

MAY 20 2019

COUNTY ENGINEER

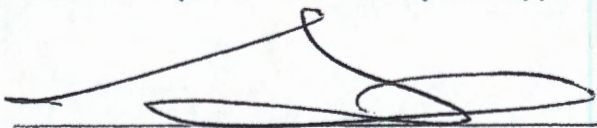
Instructions:

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
- 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
- Portion of Proposed OSSF Located in the United States Army Corps of Engineers (USACE) Flowage Easement
- USACE Consent for proposed OSSF

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

5/18/19
 Date

 Date

<input checked="" type="checkbox"/> COMPLETE APPLICATION
Check No. _____ Receipt No. _____

<input type="checkbox"/> INCOMPLETE APPLICATION
(Missing Items Circled, Application Refused)

*** COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH ***
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Date _____ Permit # 109171

Owner Name	<u>Royal Road, LLC</u>	Agent Name	<u>Douglas R. Dowlearn</u>
Mailing Address	<u>2035 Sundance Parkway #1702</u>	Agent Address	<u>703 Oak Drive</u>
City, State, Zip	<u>New Braunfels, TX 78130</u>	City, State, Zip	<u>Blanco, TX 78606</u>
Phone #	<u>210.823.3477 (Maria)</u>	Phone #	<u>210.240.2101</u>
Email	<u>hillcountryseptics@gmail.com</u>	Email	<u>txseptic@gmail.com</u>

All correspondence should be sent to: Owner Agent Both Method Mail Email

Subdivision Name Summit Extension Phase 4 Unit _____ Lot 191 Block _____
Acreage/Legal 1.336
Street Name/Address 4144 Summit Hurst Drive City New Braunfels Zip 78132

Type of Development:

Single Family Residential

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

Number of Bedrooms 3

Indicate Sq Ft of Living Area 1933

RECEIVED

MAY 20 2019

COUNTY ENGINEER

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 \$ 210,000 (Structure Only) Complete

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

Are Water Saving Devices Being Utilized Within the Residence? Yes No

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.
- 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 5/14/19

Sign + Date

* * * **COMAL COUNTY OFFICE OF ENVIRONMENTAL HEALTH** * * *
APPLICATION FOR PERMIT FOR AUTHORIZATION TO CONSTRUCT AN
ON-SITE SEWAGE FACILITY AND LICENSE TO OPERATE

Planning Materials & Site Evaluation as Required Completed By Douglas R. Dowlearn

System Description Aerobic Treatment with Spray Distribution

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

Tank Size(s) (Gallons) 600 gpd Absorption/Application Area (Sq Ft) 3750 Required

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

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

MAY 20 2019

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

COUNTY ENGINEER

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

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

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

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

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

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

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

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

Is this property within an incorporated city? Yes No

If yes, indicate the city: _____

By signing this application, I certify that:

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

Douglas R. Dowlearn
Signature of Designer

5/10/19
Date

Page 2 of 2



201906016715 05/16/2019 12:38:03 PM 1/1

AFFIDAVIT TO THE PUBLIC

RECEIVED

THE COUNTY OF COMAL
STATE OF TEXAS

MAY 20 2019

CERTIFICATION OF OSSF REQUIRING MAINTENANCE

COUNTY ENGINEER

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.

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

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code §285.51(12) will be installed on the property described as (insert legal description):

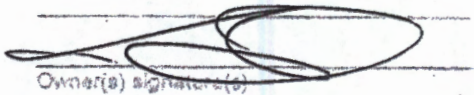
Lot 191, Summit Extension Phase 4

The property is owned by (insert owner's full name): Royal Road, LLC

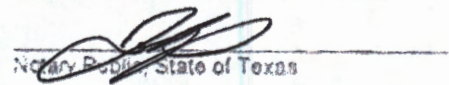
This OSSF must be covered by a continuous maintenance contract for the first two years. After the initial two-year service policy, the owner of an aerobic treatment system for a single family residence shall either obtain a maintenance contract within 30 days or maintain the system personally.

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 15th DAY OF MAY 2019



Owner(s) signature(s)

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 15th DAY OF May 2019


Notary Public, State of Texas

Notary's Printed Name: JOHN A PONCE
My Commission Expires: 5/29/2022



Filed and Recorded
Official Public Records
Bobbie Koepp, County Clerk
Comal County, Texas
05/16/2019 12:38:03 PM
LAURA 1 Page(s)
201906016715
 Bobbie Koepp



Honorable Bobbie Koepp, Comal County Clerk

Comal County TX
150 N. Seguin, Suite 101
New Braunfels, TX 78130
Phone: (830) 221-1230

Receipt for Services

Cashier LAURA

Batch # 577143

Customer Name FES CONSTRUCTION MARIA ORANDAY
15008 CANTERBURY RD
SPRING BRANCH, TX 78070

Date: 05/16/2019 Time: 12:38:03PM

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COUNTY ENGINEER

Date	Instrument No	Document Type	Transaction Type	GF Number	Pg/Amt
5/16/2019 12:38:03PM	201906016715	AFFIDAVIT			1
Total:					\$26.00
Fee Total:					\$26.00
CASH		LJ			30.00
CASH		Change Made			-4.00
Payment Total:					\$26.00

OSSF MAINTENANCE CONTRACT

TONDRE COMPANY

1101 ALAMO STREET, CASTROVILLE, TEXAS 78009

(210)219-8080 tondreservice@gmail.com

CUSTOMER: Royal Road LLC
 SITE ADDRESS: 4144 Summit Hurst Dr COUNTY: Comal
 CITY: New Braunfels ZIP: 78132 PERMIT #: 109171
 MAILING ADDRESS: 2068 Rebecca Drive, Canyon Lake, TX 78133
 EMAIL: hillcountryskydesign@gmail.com PHONE: 830.515.8711
 LENGTH OF CONTRACT: 2 YEARS GATE CODE: _____

- **General:** This Work for Hire Agreement is entered in to by and between "Customer", as stated above and Tondre Company, "Contractor". By this agreement, Tondre Company and its employees agree to render services at the site address stated above and the Customer agrees to fulfill their responsibilities as described herein.
- **Effective Dates:** For new construction, this agreement commences on the date the corresponding regulatory authority/county grants a license to operate. This agreement shall be for an initial two (2) year duration. For existing OSSFs, this agreement commences upon signature of this document for a duration of one (1) year only.
- **Contractor will provide:**
 - Inspect and perform routine upkeep on the OSSF as required by the state and/or local regulatory authority for a total of three site visits per site per year.
 - Provide an electronic record of visits to the site to both customer and regulatory authority outlining the condition of the system.
 - Make any necessary non-warrantied repairs. For any needed incidental repairs to OSSF, Customer hereby authorizes Contractor to perform such repairs and bill the Customer as long as repairs do not exceed \$50. Any repairs in excess of \$50, Contractor shall get approval from Customer before proceeding.
 - 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). Costs for unscheduled responses will be the Customer's responsibility, (\$77.50 for diagnostic site visit.) Parts and labor at additional cost to Customer, unless covered by warranty.
- **Customer Responsibilities:**
 - Protect OSSF from physical damage including but not limited to damage caused by insects.

- Notify Contractor immediately of any alarms, problems, or failures with the OSSF.
- Provide Contractor with water usage records for evaluation regarding performance of the OSSF as needed.
- Prevent flushing of water conditioning equipment from entering the pretreatment or treatment process of the OSSF.
- Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- Maintain site drainage to prevent water infiltration to tank or electrical components on the OSSF.
- Monitor bleach levels and add liquid bleach as needed.
- **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 normal business hours or other reasonable hours without prior notice to Customer to perform the Services and/or repairs described herein.
- **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. In no event shall Contractor be liable in an amount exceeding the total Fee for Services amount paid by Customer under this Agreement.

FOR NEW SEPTIC SYSTEMS, THIS CONTRACT BECOMES EFFECTIVE THE DATE LICENSE TO OPERATE IS ISSUED.



Tondre Company, Jeffrey Tondre, Maintenance Provider #0000906



Customer Signature

OSSF SOIL EVALUATION REPORT INFORMATION

Date: 5/16/19

Applicant Information:

Name: Royal Road, LLC c/o Maria Oranday
Address: 2035 Sundance Parkway #1702
City, State & Zip Code: New Braunfels, TX 78130
Phone: 210.823.3477 (Maria)
Email: hillcountryseptic@gmail.com

Site Evaluator Information:

Name: Douglas R. Dowlearn
Company: D.A.D. Services, Inc.
Address: 703 Oak Drive
City, State & Zip: Blanco, TX 78606
Phone: (210)240-2101 Fax: (866)260-7687
Email: txseptic@gmail.com

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Property Location:

Lot: 191 Subdivision: Summit Extension Phase 4
Street/Road Address: 4144 Summit Hurst Drive
City: New Braunfels Zip: 78132
Additional Info: Comal County/1.338 Acres

Installer Information:

Name:
Company:
Address:
City, State & Zip:
Phone: Fax:

MAY 20 2019

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Depth	Texture Class	Soil Texture	Structure (For Class III - blocky, platy or massive)	Drainage (Mottles/Water Table)	Restrictive Horizon	Observation
Soil Boring #1 60"	III	0-6" Clay Loam 6"+ Limestone	Blocky	<30% Gravel	6"+ Limestone	None
Soil Boring #2 60"		Same as above				

DESIGN SPECIFICATIONS

Application Rate (RA): 0.064

OSSF is designed for: 3 BR (1933 Sq. Ft.)
240 Gallons per day required

An aerobic treatment/spray disposal system is to be utilized based on the site evaluation.
3750 sq. ft. disposal area required
600 gallon/day aerobic tank required

Calculations: Absorption Area: $Q/RA = 240/0.064 = 3750$ Sq. Ft.

FEATURES OF SITE AREA

Presence of 100-year flood zone: NO
Existing or proposed water well in nearby area: NO
Presence of adjacent ponds, streams, water impoundments: NO

Presence of upper water shed: NO
Organized sewage service available to lot: NO


I certify that the findings of this report are based on my field observations and are accurate to the best of my ability. The site evaluation and OSSF design are subject to approval by the TCEQ or the local authorized agent. The planning materials and the OSSF design should not be considered final until a permit to construct has been issued.

Site Evaluator:

NAME: Douglas R. Dowlearn, R.S.

License No. OS9902 - Exp. 6/30/2020

TDH: #2432 - Exp. 2/28/2021

Signature: 

D.A.D SERVICES, INC.
DOUG DOWLEARN
703 OAK DRIVE, BLANCO, TX 78606
Designed for: Royal Road, LLC c/o Maria Oranday

The installation site is on Lot 191 of the Summit Extension Phase 4 Subdivision in Comal County, TX. The proposed OSSF will treat the wastewater from a 3 Bedroom (1933 sq. ft.) residence. The proposed method of wastewater treatment is aerobic treatment with spray irrigation. This method was chosen because of unsuitable soil conditions. RECEIVED MAY 20 2019

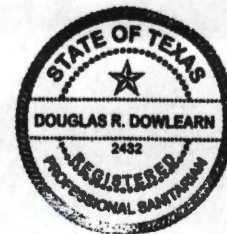
COUNTY ENGINEER

PROPOSED SYSTEM:

A 4" PVC pipe will discharge from the residence to a pre-treatment tank, which flows into a 600 gpd aerobic treatment plant. The aerobic tank effluent flows to a 768 gallon storage/pump tank containing a liquid chlorinator and a single 20 gpm submersible pump. Distribution is through 2 K-Rain Gear Driven pop-up sprinklers, with low angle (13 degrees) spray nozzles spraying a radius of 25 feet at <40 psi. Each sprinkler will spray 360 degrees of arc. An audio and visual alarm monitoring both high water and aerator failure will be placed in a noticeable location.

DESIGN SPECIFICATIONS:

Daily Waste Flow: 240 gpd
Application rate: 0.064
Application area required: $240/0.064 = 3750$ ft. sq.
Application area utilized: 3926 sq. ft.
Pump tank reserve capacity: 120 gal minimum



Douglas R. Dowlearn
5/16/19

SYSTEM COMPONENTS:

SCH 40 PVC sewer line
1" purple PVC supply line
600 gpd aerobic treatment plant with manual or timed controls
Liquid chlorinator
2 K-Rain Gear Driven Pop-up Sprinkler
Pre-tank and 768 gallon pump tank

LANDSCAPING:

The native vegetation in the distribution area should consist of low level shrubs, plains grass, bluestem or bermuda. The entire area of the spray must be covered with a ground cover such as grass seed or sod prior to the final inspection. In the event the natural cover is disturbed, a suitable ground cover must be installed on all excavated areas.

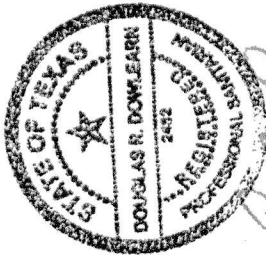
REVISED
8:21 am, May 29, 2019

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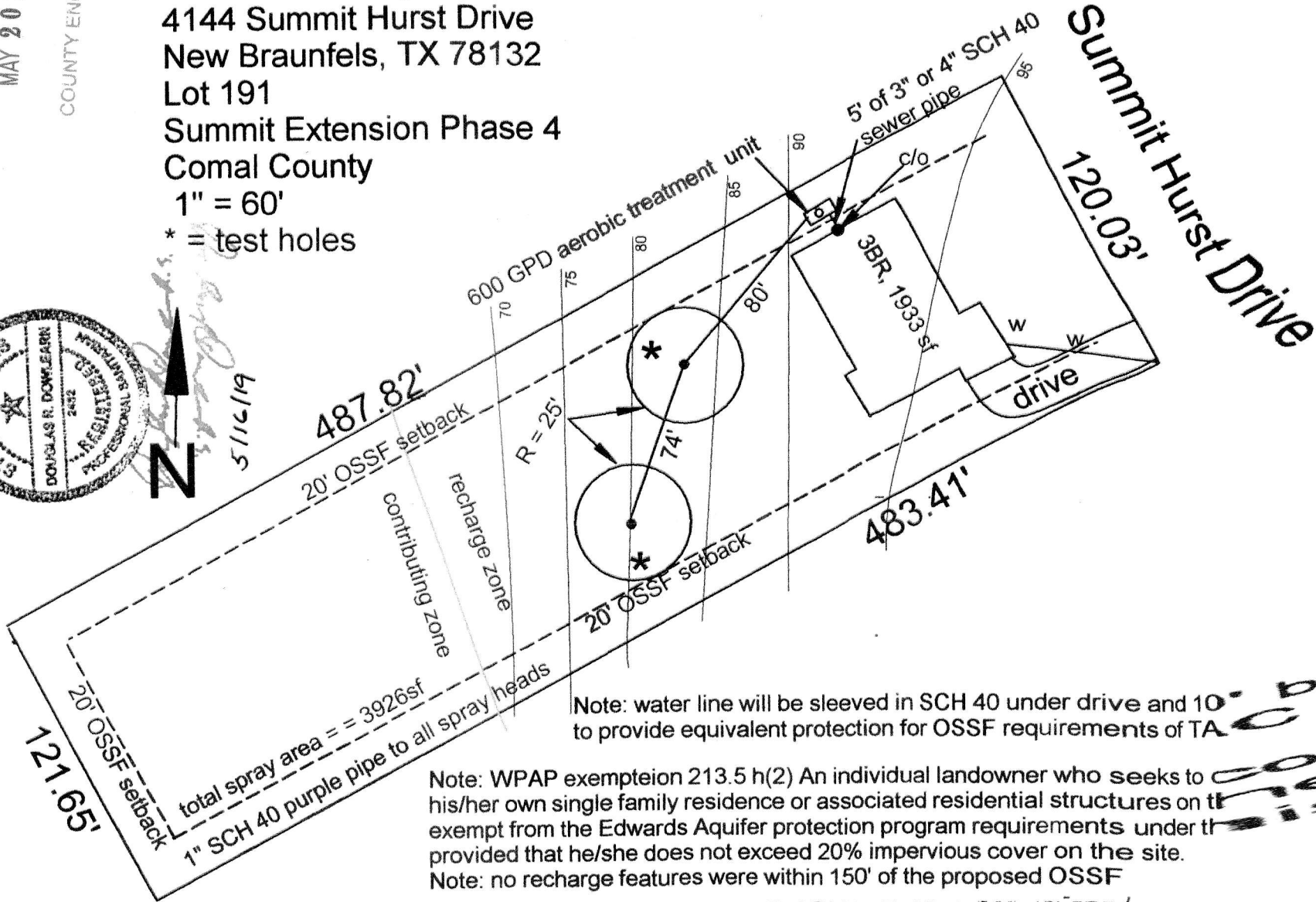
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Royal Road, LLC
c/o Maria Orandy
4144 Summit Hurst Drive
New Braunfels, TX 78132
Lot 191
Summit Extension Phase 4
Comal County
1" = 60'
* = test holes



5/16/19



Note: water line will be sleeved in SCH 40 under drive and 10' beyond to provide equivalent protection for OSSF requirements of TAC 285

Note: WPAP exemption 213.5 h(2) An individual landowner who seeks to construct his/her own single family residence or associated residential structures on the site is exempt from the Edwards Aquifer protection program requirements under the provided that he/she does not exceed 20% impervious cover on the site.
Note: no recharge features were within 150' of the proposed OSSF

NOTE: THE HOUSE DRIVEWAYS AND ATU COMPRISE < 20% IMPERVIOUS COVER FOR THIS SITE.

DRD 5/27/19

construct the site is this section

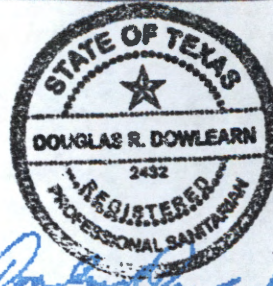
Assembly Details

OSSF

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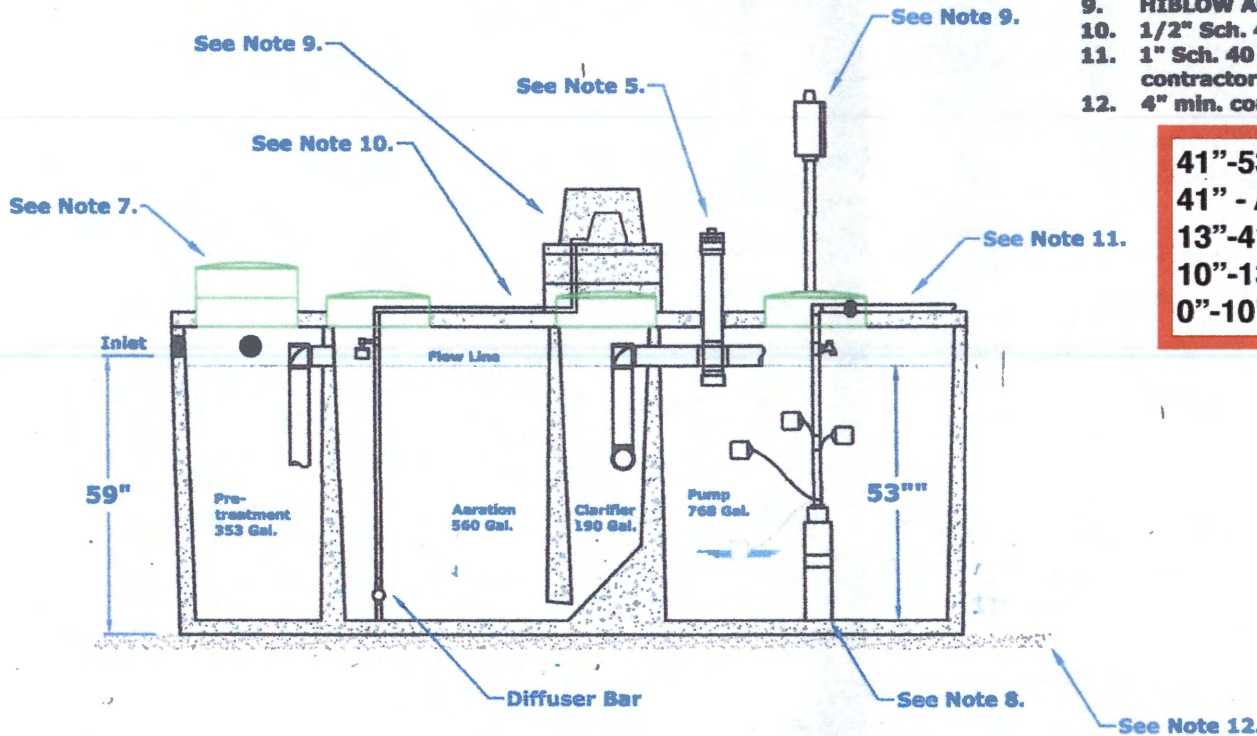


Douglas R. Dowlearn, P.E.
5116/19

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 bedroom, < 4,000 sq/ft living area). 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 access 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

14.49 Gallons per inch



41"-53" - Reserve - 174 Gal
 41" - Alarm
 13"-41" - Working Level - 405 Gal
 10"-13" - On/Off Tether - 44 Gal
 0"-10" - Sump - 145 Gal

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

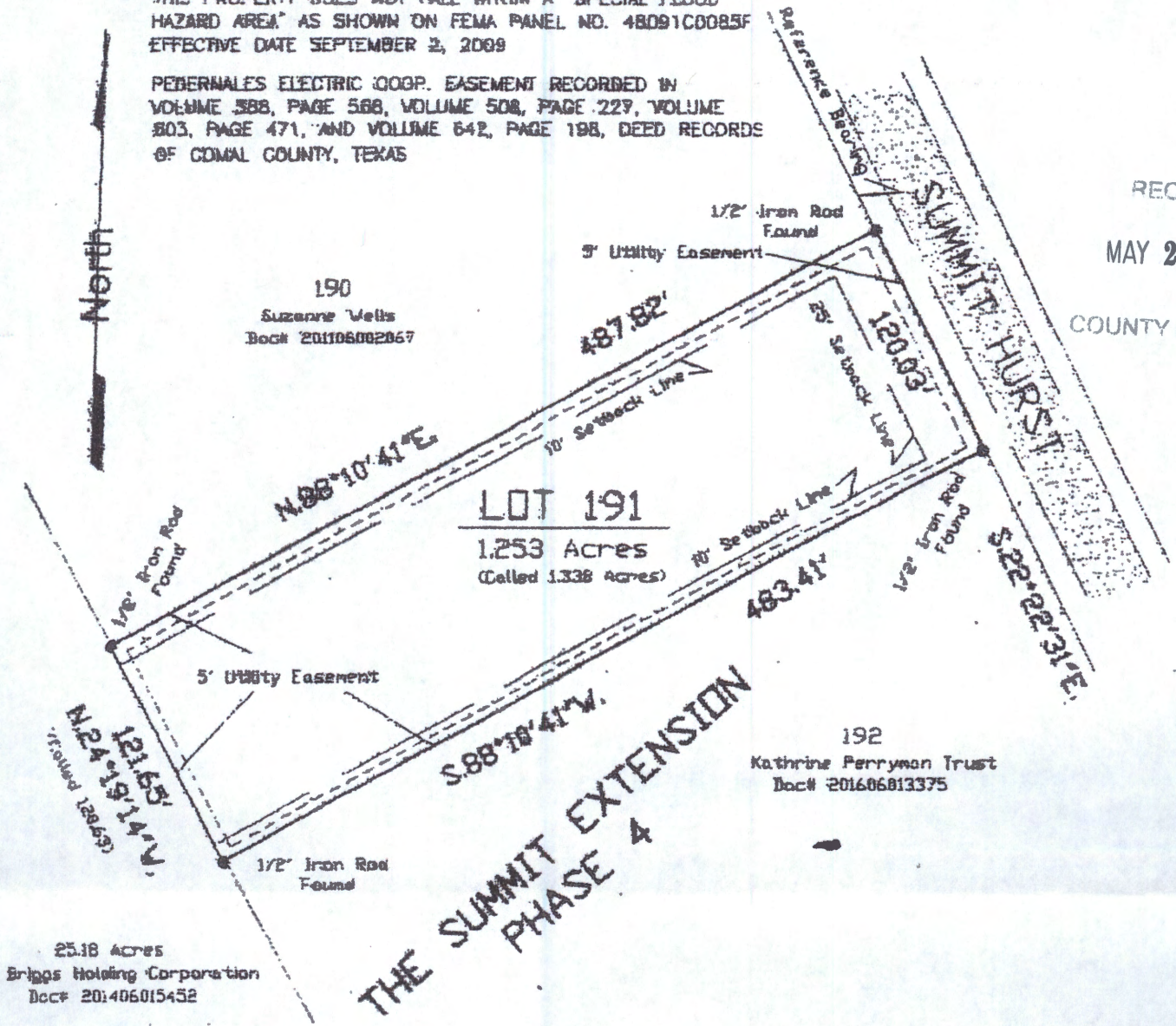
Advantage
 Wastewater Solutions llc.

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

THIS PROPERTY DOES NOT FALL WITHIN A "SPECIAL FLOOD HAZARD AREA" AS SHOWN ON FEMA PANEL NO. 48091C0085F EFFECTIVE DATE SEPTEMBER 2, 2009

FEDERNALES ELECTRIC COOP. EASEMENT RECORDED IN VOLUME 388, PAGE 588, VOLUME 508, PAGE 227, VOLUME 803, PAGE 471, AND VOLUME 642, PAGE 198, DEED RECORDS OF COMAL COUNTY, TEXAS

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25.18 Acres
Bridges Holding Corporation
Doc# 201406015432

192
Kathrine Perryman Trust
Doc# 201606813375

SURVEY PLAT
of
LOT 191,
THE SUMMIT EXTENSION
PHASE 4,
COMAL COUNTY, TEXAS

BUYER: WILLIAM SMITH &
LILLA PEREZ

ADDRESS: 4144 SUMMIT HURST
CANYON LAKE, TEXAS 78133

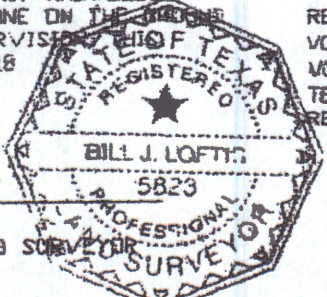
SCALE 1"=100'
FEBRUARY 2, 2018

I HEREBY CERTIFY THAT THIS SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND IS BASED ON A SURVEY DONE ON THE PREMISES UNDER MY DIRECTION AND SUPERVISION ON THE 2ND DAY OF FEBRUARY, 2018

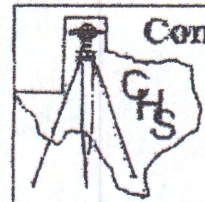
THE SUMMIT EXTENSION PHASE 4, IS RECORDED IN VOLUME B, PAGE 188, MAP AND PLAT RECORDS OF COMAL COUNTY, TEXAS

RESTRICTIVE COVENANTS AND EASEMENTS RECORDED IN VOLUME 476, PAGE 553, VOLUME 480, PAGE 419, AND VOLUME 506, PAGE 714, DEED RECORDS OF COMAL COUNTY, TEXAS AND DOCUMENT NO. 201708008610, OFFICIAL PUBLIC RECORDS OF COMAL COUNTY, TEXAS

Bill J. Loftis
BILL J. LOFTIS
REGISTERED PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 5823



G.F. No. 086596NBT



Comal Hills Surveying
3200 Puter Creek Road
Spring Branch, Texas
78078
(838) 228-5571
chs@gvto.com

DRAWN: B. LOTTIS
CHECKED: BILL LOFTIS
JOB # 18078-1
DATE: 2/2/2018
PR # 14

MAY 20 2019

VOID

WASTEWATER TREATMENT FACILITY MONITORING AGREEMENT

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

Permit/License Number _____
Customer Royal Road, LLC COUNTY ENGINEER
Site Address 4144 Summit Hurst Drive
City New Braunfels Zip 78132
Mailing Address 2035 Sundance Parkway #1702, New Braunfels, TX 78130
County Comal Map # _____
Phone 830-455-8711
Email bill.waugh@royalroad.com

I. General: This Work for Hire Agreement (hereinafter referred to as "Agreement") is entered into by and between Royal Road, 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: Issue date of License to Operate _____ and ends on 2 yrs from License to Operate
This Agreement commences on _____ 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 other 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 parts, pump, compressor, sludge levels, and anything else required as per the manufacturer.
b. Provide a written record of visits to the site by means of an inspection tag attached to or contained in the control panel.
c. Repair or replace, if Contractor has the necessary materials at site, any component of the OSSF found to be failing or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and the service(s) cost less than \$100.00, Customer hereby authorizes Contractor to perform the service(s) and bill Customer for said service(s). When service costs are greater than \$100.00, or if contractor does not have the necessary supplies at the site, Contractor will notify Customer of the required service(s) and the associated cost(s). Customer must notify Contractor of arrangements to affect repair of system within two (2) business days after said notification.
d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only).
e. Forward copies of this Agreement and all reports to the regulatory agency and the Customer.
f. Visit site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to Customer.

Customer's Initials



BS

Contractor's Initials

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V. Disinfection:

Not required; 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):
 - 1. 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 an OSSF from the State and/or local regulatory agency, whichever requirements are more stringent, as well as the proprietary system's manufacturer recommendations.
- d. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of, the OSSF.
- e. Provide, upon request by Contractor, water usage records for the OSSF so that the Contractor can perform a proper evaluation of the performance of the OSSF.
- f. Allow for samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluating the OSSF's performance. If such samples are taken to a laboratory for testing, with the exception of the service provided under Section IV (d) above, Customer agrees to pay Contractor for the sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus the associated fees for laboratory testing.
- g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
- h. Prevent the condensation from air conditioning or refrigeration units, or the drains of icemakers, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by system designer.
- i. Provide for pumping and cleaning of tanks and treatment units, when and as recommended by Contractor, at Customer's expense.
- j. Maintain site drainage to prevent adverse effects on the OSSF.
- k. Pay promptly and fully, all Contractor's fees, bills, or invoices as described herein.

VOID

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 Customer's 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.


Customer's Initials

© 2019
All rights reserved

BS

Contractor's Initials

MAY 20 2019

COUNTY ENGINEER

VOID

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

Customer hereby waives its right of recourse as to any 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 for said service(s) or repair(s) within thirty (30) days of the invoice date. The Contractor shall mail all invoices to the Customer. All payments not received within thirty (30) days from the invoice date will be subject to a \$29.00 late charge 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 debts. 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.

VOID

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.

Burt S. ...

Block Creek Aerobic Services, LLC.
Contractor
MC# 0000042 and MC#0000002

[Handwritten Signature]
Customer Signature

5/14/19
Date

[Handwritten Initials]

Customer's Initials



BS

Contractor's Initials


Ritzen, Brenda

From: Ritzen, Brenda
Sent: Friday, May 24, 2019 12:07 PM
To: 'hillcountryseptics@gmail.com'
Cc: 'doug dowlearn'
Subject: Permit 109171

Re: Royal Road, LLC
Summit Extension Phase 4 Lot 191
Application for Permit for Authorization to Construct an On-Site Sewage Facility

Dear property owner & agent,

The following information is needed before I can continue processing the referenced permit submittal:

-  Please clarify within the WPAP statement on the design that this property meets the requirement of less than 20% impervious cover.
2. Revise as needed and resubmit.

Thank you,

Brenda Ritzen, OS0007722
Environmental Health Coordinator
Comal County Engineers Office
195 David Jonas Drive
New Braunfels, Texas 78132
830-608-2090
www.cceo.org

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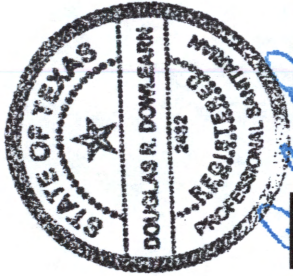
COUNTY ENGINEER

Royal Road, LLC
c/o Maria Orandy
4144 Summit Hurst Drive
New Braunfels, TX 78132
Lot 191
Summit Extension Phase 4
Comal County

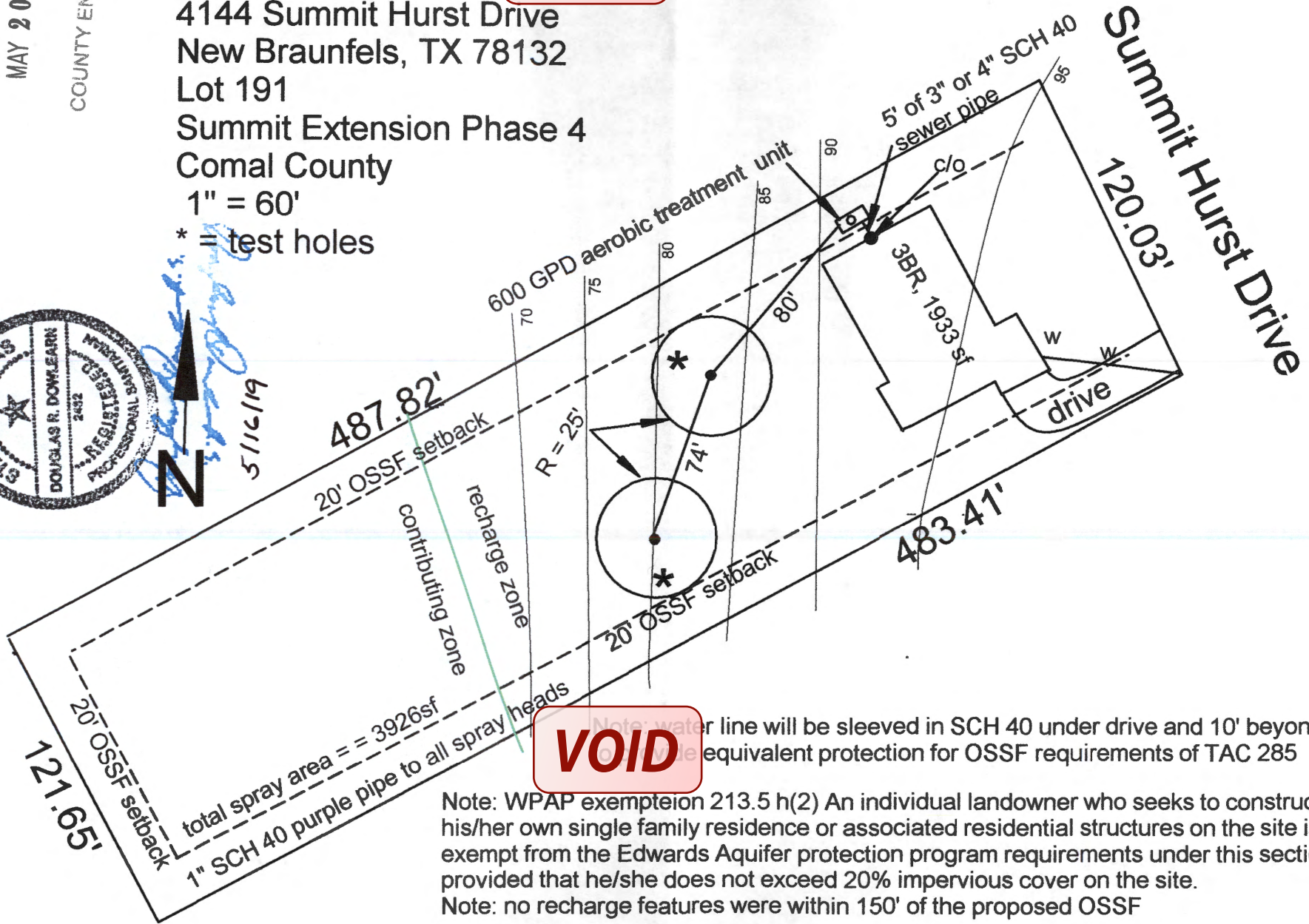
VOID

1" = 60'

* = test holes



N
5/16/19



VOID

Note: water line will be sleeved in SCH 40 under drive and 10' beyond
equivalent protection for OSSF requirements of TAC 285

Note: WPAP exemption 213.5 h(2) An individual landowner who seeks to construct his/her own single family residence or associated residential structures on the site is exempt from the Edwards Aquifer protection program requirements under this section provided that he/she does not exceed 20% impervious cover on the site.

Note: no recharge features were within 150' of the proposed OSSF

Independence Title Company
GR# 1833973-NDF

General Warranty Deed

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.

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Date: August 22, 2018

MAY 20 2019

Grantor: WILLIAM A. SMITH and LILIA PEREZ, single persons

COUNTY ENGINEER

Grantor's Mailing Address:

1916 Creek Mountain St.
San Antonio, TX 78259

Grantee: **ROYAL ROAD LLC**, a Texas limited liability company

Grantee's Mailing Address:

2035 Sundance Parkway #1702
New Braunfels, TX 78130

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Lot 191, SUMMIT EXTENSION PHASE 4, according to the map or plat thereof, recorded in Volume 8, Page 188, Map and Plat Records, Comal County, Texas.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; 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 2018, which Grantee assumes and agrees to pay,

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MAY 20 2019

and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

COUNTY ENGINEER

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 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.

By acceptance hereof, Grantee accepts the Property "AS IS" in its present condition, with any and all defects and without warranty except for those warranties of title set forth herein.

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

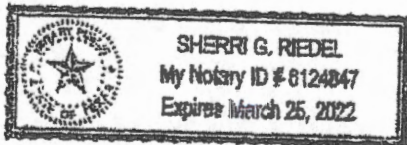
William A. Smith
WILLIAM A. SMITH

Lilia Perez
LILIA PEREZ

STATE OF TEXAS

COUNTY OF COMAL

This instrument was acknowledged before me on the 22nd day of August, 2018, by WILLIAM A. SMITH.



Sherril G. Riedel
NOTARY PUBLIC, State of Texas

STATE OF TEXAS

COUNTY OF Comal

This instrument was acknowledged before me on the 22nd day of August, 2018, by
LILIA PEREZ.

Sherril Riedel

NOTARY PUBLIC, State of Texas

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MAY 20 2019

COUNTY ENGINEER



Filed and Recorded
Official Public Records
Bobbie Koepf, County Clerk
Comal County, Texas
08/22/2018 03:41:56 PM
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Bobbie Koepf