

CITY OF FULSHEAR
Registration & Permit Department
Ph: (281) 346- 1796 fax: (281) 346-2556
30603 FM 1093 P.O. Box 279 Fulshear, TX 77441

PLATTING AND SUBDIVISION REVIEW

Plan or Plat Pleasant Grove / Final Plat

City Engineer Review

Reviewed
 See Attached Letter

BY: _____ DATE: _____

City Secretary

Reviewed
 Returned for additional data

BY: ML DATE: 7-11-2016

Planning Commission Review

Reviewed
 Returned for additional data

BY: _____ DATE: _____

City Council Review

Reviewed
 Returned for additional data

BY: _____ DATE: _____



CITY OF FULSHEAR
 PO Box 279 / 30603 FM 1093
 Fulshear, Texas 77441
 Phone: 281-346-1796 ~ Fax: 281-346-2556
 www.fulsheartexas.gov

Subdivision/Development Platting Application

Date: 7/11/16 Date Received by the City of Fulshear: _____
 Subdivision: Pleasant Grove Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

Preliminary Final Short Form Final
 Replat Vacation Plat Admin. (Minor) Plat
 Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

Single-Family Residential Zero Lot Line/ Patio Home Multi-Family Residential
 Planned Development Commercial Industrial

Plat Location: City ETJ (Extraterritorial Jurisdiction)

Legal Description: A subdivision of 4.1828 acres located in the Randon & Pennington Survey, A-75

Variance: Yes (Attach a Copy of Approval Letter) No

Total Acreage: 4.1828
 Number of Streets: 0
 Number of Lots: 2
 Number and Types of Reserves: 0
 Total Acres in Reserve: 0

Owner: Bryan F. Boshart
 Address: 1840 FM 359
 City/State: Richmond, TX
 Telephone: 281-744-6050
 Email Address: bryanbb44@yahoo.com

Engineer/Planner: Survey 1, Inc.
 Contact Person: Cathy Fontenot
 Telephone: 281-393-1382
 Fax Number: 281-393-1383
 Email Address: cathy.fontenot@survey1inc.com

| Platting Fees | |
|--|-------|
| Preliminary Plat - \$500.00 plus 3.50 per lot, plus \$12.50 per acre | |
| Final Plat - \$500.00 plus \$5.00 per lot plus \$25.00 per acre | |
| Replat - \$500.00 plus 5.00 per lot plus \$25.00 per acre | |
| Amending or Minor Plat - \$200.00 | |
| Plat Vacation - \$500.00 | |
| 2 nd Review of plats - \$100.00 (each additional review) | |
| TOTAL PLATTING FEE | _____ |
| Park Fees (due at Final Plat Application) | _____ |

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

Cathy Fontenot
 SIGNATURE

Cathy Fontenot / Platting Coordinator 7/11/16
 TYPED OR PRINTED NAME/TITLE DATE



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093

Fulshear, Texas 77441

Phone: 281-346-1796 ~ Fax: 281-346-2556

www.fulsheartexas.gov

Subdivision/Development Platting Application

Date: 7/11/16

Date Received by the City of Fulshear: _____

Subdivision: Pleasant Grove Development: _____

SUBMITTAL OF PLAT: (Check Appropriate Selection)

- ___ Preliminary ___ Final ___ Short Form Final
___ Replat ___ Vacation Plat ___ Admin. (Minor) Plat
___ Amending Plat

TYPE OF PLAT: (Check Appropriate Selection)

- X Single-Family Residential ___ Zero Lot Line/ Patio Home ___ Multi-Family Residential
___ Planned Development ___ Commercial ___ Industrial

Plat Location: X City ___ ETJ (Extraterritorial Jurisdiction)

Legal Description: A subdivision of 4.1828 acres located in the Randon & Pennington Survey, A-75

Variance: ___ Yes (Attach a Copy of Approval Letter) X No

Total Acreage: 4.1828
Number of Streets: 0
Number of Lots: 1
Number and Types of Reserves: 0
Total Acres in Reserve: 0

Owner: Bryan F. Boshart
Address: 1840 FM 359
City/State: Richmond, TX
Telephone: 281-744-6050
Email Address: bryanbb44@yahoo.com

Engineer/Planner: Survey 1, Inc.
Contact Person: Cathy Fontenot
Telephone: 281-393-1382
Fax Number: 281-393-1383
Email Address: cathy.fontenot@survey1inc.com

Table with 1 column: Platting Fees. Rows include Preliminary Plat, Final Plat, Replat, Amending or Minor Plat, Plat Vacation, 2nd Review of plats, TOTAL PLATTING FEE, and Park Fees.

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

Signature line with fields for SIGNATURE, TYPED OR PRINTED NAME/TITLE, and DATE. Includes name Cathy Fontenot / Platting Coordinator and date 8/30/16.

August 31, 2016

Engineering Review

Revised Final Plat - Pleasant Grove
City of Fulshear, Fort Bend County, Texas

For Information only:

1. This plat covers an area of 4.1828 acres with a 25-foot Front Building Line.
2. Access to this tract will be from Country Lane off of Redbird Lane.

Recommendations:

I recommend that this Final Plat of Pleasant Grove be approved with the following additions/corrections:

- A) The Signature Block will need to be updated as to the Chairman & Vice-Chairman of the Planning Commission.
- B) The City Planning letter shows several easements that do not show up on the plat. These need to be shown or the City Planning Letter will need to be corrected.



LIENHOLDER'S SUBORDINATION TO DEDICATION

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

WHEREAS, Brian F. Boshart has platted that certain 4.1828 acres of land out of the Randon and Pennington Survey, Abstract 75, Fort Bend County, Texas, which property was surveyed and platted on _____ by, Survey 1, Inc. and known as Pleasant Grove and recorded at Vol. _____ Pg. No. _____ of the Map Records and Clerk's File No. _____ of the Official Public Records of Real Property of Harris County, Texas; and

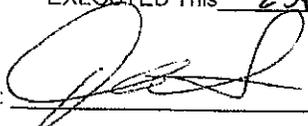
WHEREAS, EverBank is the present owner and holder of a lien against the above described property, said lien being evidenced as recorded at Clerk's File Code Number 20100044326 of Real Property of Fort Bend County, Texas, and is the holder of promissory notes secured by said lien, desire to subordinate said lien to the dedication of all streets, rights-of-way and easements as well as all other terms and conditions referred to on the subdivision of Pleasant Grove;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of The premises, and the sum of \$10.00 and other good and valuable consideration this day paid by Bryan F. Boshart to said lienholder, the receipt and sufficiency of which is hereby acknowledged and confessed, the said lienholder as the present owner and holder of the note and the lien given to secure the payment of the same, does hereby fully subordinate its lien to the plat of the subdivision of Pleasant Grove and the dedication evidenced thereby and does hereby consent to the subdivision of Pleasant Grove and the dedication, terms and provisions evidenced thereby.

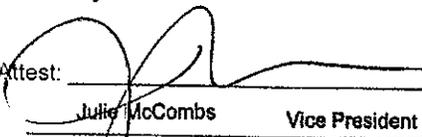
The said lienholder does hereby WARRANT AND REPRESENT that it is the present owner and holder of the note and the lien given to secure the payment of the same and that it is the owner and holder of the note and the lien.

EXCEPT as expressly modified hereby the lien shall remain in full force and effect.

EXECUTED This 25th day of August 2010.

By: 

Timothy Simmer Vice President

Attest: 

Julie McCombs Vice President

Print Name and Title

Print Name and Title

NOTARY PUBLIC ACKNOWLEDGEMENT FOR ALL SIGNATURES

STATE OF Florida

COUNTY OF Duval

BEFORE ME, the undersigned authority, on this day personally appeared Timothy Summer
and Julie McCombs, known to me to be the person(s) whose name(s) is/are
subscribed to the foregoing instrument and acknowledged to me that they executed the same for the
purposes and considerations therein expressed (add for corporations, "and in the capacity therein and herein
stated, and as the act and deed of said corporation.")

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25th day of August, 2016.

C. Ronemous

Notary Public in and for the State of FL

Print Name: C. RONEMOUS

My Commission expires: 4-6-18



C RONEMOUS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF078021
Expires 4/8/2018



DRAINAGE DISTRICT
Fort Bend County, Texas

July 8, 2016

Ms. Cathy Fontenot
Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
Ph.: (281) 393-1383
Email: Survey1@Survey1inc.com

Re: Pleasant Grove

Dear Ms. Fontenot:

The Fort Bend County Drainage District has received the above referenced plat for review and comment. The project appears to lie within the incorporated boundary of the City of Fulshear, which is the entity responsible for plat and plan review, approval and permitting.

The Drainage District interposes no objection to approval of the "Pleasant Grove" plat, contingent upon approval by the City of Fulshear engineer.

Please let me know if you have any further questions.

Sincerely,

Jeffrey T. Janacek, P.E., C.F.M.
First Assistant to the Chief Engineer
Fort Bend County Drainage District



July 7, 2016

City of Fulshear
30603 FM 1093
Fulshear, TX 77441

Re: Minor Plat of Pleasant Grove

To Whom It May Concern:

CenterPoint Energy Houston Electric, LLC and CenterPoint Energy Resources Corp., d/b/a CenterPoint Energy Texas Gas Operations, hereinafter referred to as "CenterPoint Energy", has been asked to provide a Letter of No Objection for the above referenced plat dated June 22, 2016.

At this time, CenterPoint Energy has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, CenterPoint Energy will require exclusive easements.

Upon completion of CenterPoint Energy's facility designs, dedicated utility easements may be determined inadequate by CenterPoint Energy. In these cases, the developer, his successors or assigns, will be required to provide CenterPoint Energy with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

If there are any questions, please contact Frankie Touchy at 713.207.5783.

Sincerely,

A handwritten signature in black ink that reads "Frankie Touchy".

Frankie Touchy
Associate Right of Way Agent

C: Cathy Fontenot <Cathy.Fontenot@survey1inc.com>

PLR16.273



Southwest OSPE
1110 Louise St
Rosenberg, Texas 77471

T: 281-341-4310
F: 281-341-4289
Rt6787@att.com

June 29, 2016

Cathy Fontenot
Survey 1, Inc.
Your Land Survey Company
P.O. Box 2543
Alvin, Texas 77512

Re: No Objection Letter-Pleasant Grove Plat

Dear Ms. Fontenot:

AT&T is pleased to respond to your request for a no objection letter of plans received for the Pleasant Grove Plat. AT&T places facilities within easements, and/or public right-of-way adjacent to property requiring service.

Thank you very much. If you have any questions or require additional information, please contact me at my office: 281-341-4310 or e-mail me at: rt6787@att.com

Sincerely,

A handwritten signature in black ink, appearing to read "Rayford Tate", with a long horizontal line extending to the right.

Rayford Tate
Manager OSP Planning and Engineering Design



StarTex Title Agency, LLC
1110 N Post Oak Rd Suite 220
Houston, TX 77055
Phone 713-292-5888]

CITY PLANNING LETTER

GF No.: 5225002030

Effective Date: June 13, 2016
Updated 06/17/2016
To: City of Fulshear
Diane Offord
PO BOX 279
Fulshear, Texas 77441

PROPERTY

Legal Description:

A tract or parcel containing 4.183 acres of land, situated in the Randon and Pennington League Survey, Abstract No. 75, in Fort Bend County, Texas, and being more particularly described by metes and bounds attached hereto:

Based on a search of the Public Records of the County of Fort Bend County, Texas the last instrument purporting to convey title to the land described above was:

BRYAN F. BOSHART, by virtue of Deed filed for record under Fort Bend County Clerk's File No. 2004098586.

This report hereby reports that the instruments listed below have been filed for record in the office of the County Clerk of Fort Bend, County, Texas, and are affecting title to the property above described during the time frame as set out above:

RESTRICTIONS:

Those recorded in Volume 546, Page 798, of the Deed Records of Fort Bend County, Texas.

EASEMENTS:

Road & Utility Easement 30 feet wide along the west property line, as set out in instrument recorded in Volume 546, Page 804 and Volume 628, Page 565, both of the Deed Records of Fort Bend County, Texas.

Easement and Right-of-way to Houston Lighting and Power Company as set forth and defined by instrument recorded in Volume 487, Page 273 and Volume 488, Page 533 both of the Deed Records of Fort Bend County, Texas.

An unrecorded Easement and Right-of-Way from Mrs. Annie Huggins to Houston Lighting and Power Company, as referenced in Volume 665, Page 750, of the Deed Records of Fort Bend County, Texas.

Easement and Right-of-Way to Transcontinental Gas Pipe Line Corporation, recorded in Volume 404, Page 627, Deed Records of Fort Bend County, Texas.

All terms, conditions, covenants, easements, building lines and other provisions recorded in Volume 546, Page 798, of the Deed Records of Fort Bend County, Texas.

Oil, gas and mineral lease, filed for record under Fort Bend County Clerk's File No. 9631409 and 9777324.

On-site sewage Affidavit filed for record under Clerk's File No. 2004099064.

All terms, conditions, provisions and restrictions prohibiting the parties of their successors from taking actions that would cause additional drainage on to or across the other's property as set forth in that certain Final Judgment granted under Cause No. 07-CV-157114 dated February 5, 2009, certified copy of which is filed for record under Fort Bend County Clerk's File No. 2010044324.

Any portion of subject property that lies within a road right-of-way, public or private.

LIENS:

Deed of Trust executed by Bryan F. Boshart to G. Tommy Bastian, Trustee dated April 16, 2010 filed for record on May 17, 2010, recorded in/under Clerk's File No. 2010044326 of the Real Property Records of Fort Bend County, Texas, securing EverBank in the payment of one note in the principal sum of \$228,800.00 , due and payable and bearing interest as therein provided; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.

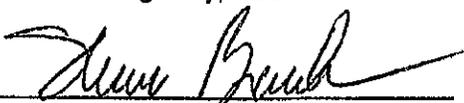
This report is issued for the use of and shall inure to the benefit of Cathy Fontenot and is issued in consideration of \$54.13 paid by the benefited party named above, and no others, and to whom said sum shall be returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure for damages against the issuing company.

SPECIAL NOTE AND LIMITATION OF LIABILITY: This report is issued with the express understanding, evidenced by the acceptance of same, that this report does not undertake to give or express any opinion as to the validity of the title hereinabove described or the authority of those executing the above listed Instruments, but is simply reporting herein and hereby as to the recitals of instruments listed. The Company assumes no liability greater than the consideration paid for this certificate by reason of issuance, delivery and/or use of same, nor for any error or omissions herein.

This report does NOT reflect title to any of the oil, gas and other mineral interests affecting subject property, nor any documents creating and/or affecting said estates, nor the validity of any rights, privileges and immunities relating thereto.

Further, this report does not address and no search has been performed regarding the following: claims and rights of parties in possession; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes; change in marital status or corporate status of owner(s) since date of purchase; homestead rights or claims; easements and restrictions.

StarTex Title Agency, LLC

BY: 



GENERAL WARRANTY DEED WITH VENDOR'S LIEN

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF FORT BEND

THAT DONALD T. POMEROY, III AND ADA C. POMEROY

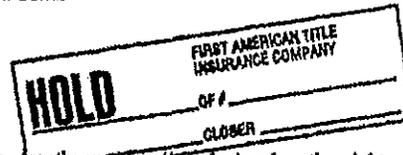
hereinafter referred to as GRANTOR (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) cash and other good and valuable consideration to GRANTOR in hand paid by BRYAN F. BOBHART, A MARRIED PERSON

hereinafter referred to as GRANTEE (whether one or more), the receipt and sufficiency of which are hereby acknowledged, and for the further consideration of the execution and delivery by said GRANTEE of one certain promissory note of even date herewith, in the original principal sum of One Hundred Forty-Four Thousand And No/100 Dollars (\$144,000.00), payable to the order of WELLS FARGO BANK, N.A.

(hereinafter called BENEFICIARY), in installments as in said note provided, bearing interest at the rate therein provided, said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said GRANTOR; and being additionally secured by a deed of trust of even date with said note, from GRANTEE to Thomas E. Black, Jr., TRUSTEE, reference to which deed of trust is hereby made for all purposes; the said BENEFICIARY at the special instance and request of the GRANTEE herein having advanced the sum of said note as part purchase price for the property herein conveyed, the receipt of which is hereby acknowledged, the GRANTOR hereby transfers, sets over, assigns and conveys, without recourse, unto BENEFICIARY, and its successors and assigns, the Vendor's Lien and Superior Title retained and reserved herein against the property, subrogating said BENEFICIARY to all rights and remedies of GRANTOR in the premises by virtue of said liens;

and GRANTOR has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY unto GRANTEE, the following described property, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.



TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto GRANTEE and GRANTEE'S heirs and assigns forever. GRANTOR does hereby bind GRANTOR and GRANTOR'S heirs, executors, and administrators to warrant and forever defend, all and singular, the said premises unto GRANTEE and GRANTEE'S heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This Deed is executed, delivered and accepted subject to all and singular any liens described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances, utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance assessment liens, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located, and any statutory water rights, or the rights or interests of the State of Texas or the public generally in any waters, tidelands, beaches and streams being situated in proximity to the property described therein.

But it is expressly agreed and stipulated that the Vendor's Lien and Superior Title are retained against the above described property, premises, and improvements, until the above described note and all accrued interest thereon are fully paid according to the face, tenor, effect, and reading thereof, when this deed shall become absolute.

The contract between GRANTOR, as seller, and GRANTEE, as buyer, may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

When this Deed is executed by more than one person, or when the GRANTEE is more than one person, the instrument shall read as though pertinent verbs and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be

431965-95

Exhibit C - LIMITATION LANGUAGE FOR LIMITATION TO AMOUNT OF FEE PAID FOR SEARCH

YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF LOSS WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN, OR THE COMPANY'S NEGLIGENCE IN PRODUCING, THE REPORT. YOU RECOGNIZE THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITY WHICH COULD ARISE FROM SUCH ERRORS OR OMISSIONS OR NEGLIGENCE. THEREFORE, YOU UNDERSTAND THAT THE COMPANY WAS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED REPORT BUT FOR YOUR AGREEMENT THAT THE COMPANY'S LIABILITY IS STRICTLY LIMITED.

YOU AGREE THAT MATTERS AFFECTING TITLE BUT WHICH DO NOT APPEAR AS A LIEN OR ENCUMBRANCE AS DEFINED IN THE CUSTOMER AGREEMENT OR APPLICATION ARE OUTSIDE THE SCOPE OF THE REPORT.

YOU AGREE, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS REPORT AND TO THE FULLEST EXTENT PERMITTED BY LAW, TO LIMIT THE LIABILITY OF THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS FOR ANY AND ALL CLAIMS, LIABILITIES, CAUSES OF ACTION, LOSSES, COSTS, DAMAGES AND EXPENSES OF ANY NATURE WHATSOEVER, INCLUDING ATTORNEY'S FEES, HOWEVER ALLEGED OR ARISING INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM BREACH OF CONTRACT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF WARRANTY, EQUITY, THE COMMON LAW, STATUTE, OR ANY OTHER THEORY OF RECOVERY OR FROM ANY PERSON'S USE, MISUSE, OR INABILITY TO USE THE REPORT, SO THAT THE TOTAL AGGREGATE LIABILITY OF THE COMPANY, ITS EMPLOYEES, AGENTS AND SUBCONTRACTORS SHALL NOT EXCEED THE COMPANY'S TOTAL FEE FOR THIS REPORT.

YOU AGREE THAT THE FOREGOING LIMITATION ON LIABILITY IS A TERM MATERIAL TO THE PRICE YOU ARE PAYING WHICH PRICE IS LOWER THAN WOULD OTHERWISE BE OFFERED TO YOU WITHOUT SAID TERM. YOU RECOGNIZE THAT THE COMPANY WOULD NOT ISSUE THIS REPORT, BUT FOR YOUR AGREEMENT, AS PART OF THE CONSIDERATION GIVEN FOR THIS REPORT, TO THE FOREGOING LIMITATION OF LIABILITY AND THAT ANY SUCH LIABILITY IS CONDITIONED AND PREDICATED UPON THE FULL AND TIMELY PAYMENT OF THE COMPANY'S INVOICE FOR THIS REPORT.

THIS REPORT IS LIMITED IN SCOPE AND IS NOT AN ABSTRACT OF TITLE, TITLE OPINION, PRELIMINARY TITLE REPORT, TITLE REPORT, COMMITMENT TO ISSUE TITLE INSURANCE, OR A TITLE POLICY, AND SHOULD NOT BE RELIED UPON AS SUCH. IN PROVIDING THIS REPORT, THE COMPANY IS NOT ACTING AS AN ABTRACTOR OF TITLE. THIS REPORT DOES NOT PROVIDE OR OFFER ANY TITLE INSURANCE, LIABILITY COVERAGE OR ERRORS AND OMISSIONS COVERAGE. THIS REPORT IS NOT TO BE RELIED UPON AS A REPRESENTATION OF THE STATUS OF TITLE TO THE PROPERTY. THE COMPANY MAKES NO REPRESENTATIONS AS TO THE REPORT'S ACCURACY, DISCLAIMS ANY WARRANTIES AS TO THE REPORT, ASSUMES NO DUTIES TO YOU, DOES NOT INTEND FOR YOU TO RELY ON THE REPORT, AND ASSUMES NO LIABILITY FOR ANY LOSS OCCURRING BY REASON OF RELIANCE ON THIS REPORT OR OTHERWISE.

IF YOU DO NOT WISH TO LIMIT LIABILITY AS STATED HEREIN AND YOU DESIRE THAT ADDITIONAL LIABILITY BE ASSUMED BY THE COMPANY, YOU MAY REQUEST AND PURCHASE A POLICY OF TITLE INSURANCE, A BINDER, OR A COMMITMENT TO ISSUE A POLICY OF TITLE INSURANCE. NO ASSURANCE IS GIVEN AS TO THE INSURABILITY OF THE TITLE OR STATUS OF TITLE. YOU EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOU HAVE AN INDEPENDENT DUTY TO ENSURE AND/OR RESEARCH THE ACCURACY OF ANY INFORMATION OBTAINED FROM THE COMPANY OR ANY PRODUCTS OR SERVICES PURCHASED.

NO THIRD PARTY IS PERMITTED TO USE OR RELY UPON THE INFORMATION SET FORTH IN THIS REPORT, AND NO LIABILITY TO ANY THIRD PARTY IS UNDERTAKEN BY THE COMPANY.

YOU AGREE THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE COMPANY, ITS LICENSORS, AGENTS, SUPPLIERS, RESELLERS, SERVICE PROVIDERS, CONTENT PROVIDERS, OR ANY OTHER SUBSCRIBERS OR SUPPLIERS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND SUBCONTRACTORS BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY, OR SPECIAL DAMAGES, OR LOSS OF PROFITS, REVENUE, INCOME, SAVINGS, DATA, BUSINESS, OPPORTUNITY, OR GOODWILL, PAIN AND SUFFERING, EMOTIONAL DISTRESS, NON-OPERATION OR INCREASED EXPENSE OF OPERATION, BUSINESS INTERRUPTION OR DELAY, COST OF CAPITAL, OR COST OF REPLACEMENT PRODUCTS OR SERVICES, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, NEGLIGENCE, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTIES, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE AND WHETHER CAUSED BY NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, BREACH OF WARRANTY, THE COMPANY'S OWN FAULT AND/OR NEGLIGENCE OR ANY OTHER CAUSES WHATSOEVER, AND EVEN IF THE COMPANY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY FOR SUCH DAMAGES.

THESE LIMITATIONS WILL SURVIVE THE CONTRACT.

[Limitation Language for limitation to amount of fee paid for products]

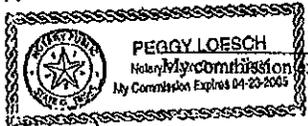
construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED this 6th day of August, 2004

[Signature]
DONALD T. POMEROY, III

[Signature]
ADA C. POMEROY by DONALD T. POMEROY, III, her agent and attorney in fact

AS PER ORIGINAL THE STATE OF TEXAS } (Acknowledgment)
COUNTY OF Fort Bend }
This instrument was acknowledged before me on the 6th day of August, 2004, by DONALD T. POMEROY, III AND ADA C. POMEROY / individually and as agent and attorney in fact for ADA C. POMEROY.



[Signature]
Notary Public, State of
Printed Name:

THE STATE OF TEXAS } (Acknowledgment)
COUNTY OF }
This instrument was acknowledged before me on the _____ day of _____, _____, by _____

My commission expires _____ Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS } (Acknowledgment)
COUNTY OF }
This instrument was acknowledged before me on the _____ day of _____, _____, by _____

My commission expires _____ Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS } (Acknowledgment)
COUNTY OF }
This instrument was acknowledged before me on the _____ day of _____, _____, by _____

My commission expires _____ Notary Public, State of
Printed Name: _____

THE STATE OF TEXAS } (Corporate/Entity Acknowledgment)
COUNTY OF }
This instrument was acknowledged before me on the _____ day of _____, _____, by _____ of _____ a _____, on behalf of said _____

My commission expires _____ Notary Public, State of
Printed Name: _____

AFTER RECORDING RETURN TO GRANTEE AT GRANTEE'S MAILING ADDRESS:
BRYAN F. BOSHART
6704 COUNTRY LANE
RICHMOND, TX 77469

EXHIBIT 'A'

File No.: TX04-431965-H095 (JS)
Property: 6704 Country Lane, Richmond, TX 77469

BEING A TRACT OR PARCEL CONTAINING 4.183 ACRES OF LAND SITUATED IN THE RANDON AND PENNINGTON LEAGUE ABSTRACT NUMBER 75, FORT BEND COUNTY, TEXAS, BEING THAT SAME CALLED 4.1828 ACRE TRACT OF RECORD UNDER FORT BEND COUNTY CLERK'S FILE NUMBER (F.B.C.C.F. NO.) 1999087970, SAID 4.183 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS REFERENCED TO SAID 4.1828 ACRE TRACT:

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER TO THAT CERTAIN CALLED 70 ACRE TRACT OF RECORD IN VOLUME 469 PAGE 538 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), FORT BEND COUNTY, TEXAS;

THENCE, NORTH 89°26'40" WEST, 974.90 FEET TO AN ANGLE POINT;

THENCE, SOUTH 01°00'00" WEST, 2074.91 FEET TO THE COMMON NORTHEAST CORNER TO SAID 4.1828 ACRE TRACT, THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, THE SOUTHEAST CORNER TO THAT CERTAIN CALLED 3.0 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 9537130, IN THE WEST LINE OF THAT CERTAIN CALLED 2.9971 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 9830156, FROM WHICH AN IRON PIPE WAS FOUND TO BEAR TO BEAR SOUTH 47°38' EAST, 0.40 FEET;

THENCE, SOUTH 01°00'00" WEST, AT 104.87 FEET TO THE COMMON SOUTHWEST CORNER TO SAID 2.9971 ACRE TRACT AND THE NORTHWEST CORNER TO THAT CERTAIN CALLED 3.0 ACRE TRACT OF RECORD IN VOLUME 582 PAGE 258 OF F.B.C.D.R., IN ALL A DISTANCE OF 375.00 FEET TO AN IRON PIPE FOUND FOR THE COMMON SOUTHEAST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE NORTHEAST CORNER TO THAT CERTAIN CALLED 4.195 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 1999037971;

THENCE, WEST, AT 436.34 FEET PASSING AN IRON PIPE FOUND IN THE EAST LINE OF COUNTY LANE (60 FEET WIDE EASEMENT), IN ALL A DISTANCE OF 467.55 FEET TO THE COMMON SOUTHWEST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER TO SAID 4.195 ACRE TRACT;

THENCE, NORTH 06°49'40" WEST, ALONG THE CENTER LINE OF SAID COUNTY LANE, 176.22 FEET TO AN ANGLE POINT;

THENCE, NORTH 01°00'00" EAST, CONTINUING ALONG SAID CENTER LINE, 200.00 FEET TO THE COMMON NORTHWEST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER TO THE AFOREMENTIONED 3.0 ACRE TRACT;

THENCE, EAST, AT 30.00 FEET PASSING AN IRON PIPE FOUND IN THE EAST LINE OF SAID COUNTY LANE, IN ALL A DISTANCE OF 491.55 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.183 ACRES OF LAND.

A.P.N. 0075-00-000-0201-901

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Dr. Dianne Wilson

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Dianne Wilson, Ph.D. COUNTY CLERK

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Dianna Wilson, County Clerk

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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.

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

Loan No.: 1541014820

MIN: 100053415410148201

TEXAS HOME EQUITY SECURITY INSTRUMENT (First Lien)

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated April 16, 2010, together with all Riders to this document.

(B) "Borrower" is Bryan F Boshart, A Single Man. Borrower is the grantor under this Security Instrument.

Texas Home Equity Security Instrument (First Lien)
Fannie Mae/Freddie Mac Uniform Instrument - MERS Modified
The Compliance Source, Inc.
www.compliancesources.com

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Form 3044.1 L01 (rev. 10/03)

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PS

(C) "Lender" is EverBank. Lender is a Federal Savings Association organized and existing under the laws of the United States of America. Lender's address is 17304 Preston Road, Suite 1340, Dallas, TX 75252. Lender includes any holder of the Note who is entitled to receive payments under the Note.

(D) "Trustee" is G. Tommy Bastian. Trustee's address is 15000 Surveyor Blvd., Suite 100, Addison, TX 75001.

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(F) "Note" means the promissory note signed by Borrower and dated April 16, 2010. The Note states that Borrower owes Lender Two Hundred Twenty Eight Thousand Eight Hundred and 00/100ths Dollars (U.S. \$228,800.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2040.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Extension of Credit" means the debt evidenced by the Note, as defined by Section 50(a)(6), Article XVI of the Texas Constitution and all the documents executed in connection with the debt.

(I) "Riders" means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- Texas Home Equity Condominium Rider
- Texas Home Equity Planned Unit Development Rider
- Other: FNMA/FHLMC TX HE Affidavit and Agreement (3185),

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.



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(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Extension of Credit does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Extension of Credit, and all extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described Property located in the:

County of FORT BEND
[Recording Jurisdiction] [Name of Recording Jurisdiction]
See Exhibit A attached hereto and made a part hereof

which currently has the address of 6704 Country Lane

[Street] Richmond, Texas 77406 ("Property Address")
[City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the Property, and all easements, appurtenances, and fixtures now or hereafter a part of the Property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution. Borrower understands and agrees that MERS holds only legal title to the

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Fannie Mae/Freddie Mac Uniform Instrument - MERS Modified
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[Handwritten signature]

interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right; to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentally, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Extension of Credit current. Lender may accept any payment or partial payment insufficient to bring the Extension of Credit current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Extension of Credit current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. **Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied as described in the Note.



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Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. **Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Extension of Credit, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.



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4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property, which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Extension of Credit.

5. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Extension of Credit. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Extension of Credit, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.



In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

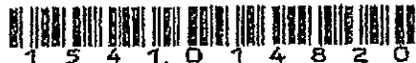
If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 21 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower's actions shall constitute actual fraud under Section 50(a)(6)(c), Article XVI of the Texas Constitution and Borrower shall be in default and may be held personally liable for the debt evidenced by the Note and this Security Instrument if, during the Loan application process,



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Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan or any other action or inaction that is determined to be actual fraud. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead, the representations and warranties contained in the Texas Home Equity Affidavit and Agreement, and the execution of an acknowledgment of fair market value of the property as described in Section 27.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9. No powers are granted by Borrower to Lender or Trustee that would violate provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other Applicable Law.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.



In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding which is not commenced as a result of Borrower's default under other indebtedness not secured by a prior valid encumbrance against the homestead, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstates as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Joint and Several Liability; Security Instrument Execution; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any



person who signs this Security Instrument, but does not execute the Note: (a) is signing this Security Instrument only to mortgage, grant and convey the person's interest in the Property under the terms of this Security Instrument and to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution; (b) is not obligated to pay the sums secured by this Security Instrument and is not to be considered a guarantor or surety; (c) agrees that this Security Instrument establishes a voluntary lien on the homestead and constitutes the written agreement evidencing the consent of each owner and each owner's spouse; and (d) agrees that Lender and Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of the Note.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Extension of Credit Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Extension of Credit is subject to a law which sets maximum Extension of Credit charges, and that law is finally interpreted so that the interest or other Extension of Credit charges collected or to be collected in connection with the Extension of Credit exceed the permitted limits, then: (a) any such Extension of Credit charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender will make this refund by making a payment to Borrower. The Lender's payment of any such refund will extinguish any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail (but, by certified mail if the notice is given pursuant to Section 19) to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the laws of Texas. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement



by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. **Borrower's Copies.** Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by Borrower related to the Extension of Credit.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. **Sale of Note; Change of Loan Servicer; Notice of Grievance; Lender's Right-to-Comply.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes



of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Extension of Credit is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. For example, Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution, generally provides that a lender has 60 days to comply with its obligations under the extension of credit after being notified by a borrower of a failure to comply with any such obligation. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender 60 days after receipt of notice to comply, as provided in this Section 19, with Lender's obligations under the Extension of Credit to the full extent permitted by Section 50(a)(6), Article XVI of the Texas Constitution. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have 60 days after receipt of notice to comply with the provisions of Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Section 14, and will give Lender 60 days after such notice has been received by Lender to comply. Except as otherwise required by Applicable Law, only after Lender has received said notice, has had 60 days to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender, as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution. In connection with failure by Lender to comply with its obligations under this Extension of Credit, Borrower will cooperate in reasonable efforts to correct any failure by Lender to comply with Section 50(a)(6), Article XVI of the Texas Constitution.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Section 19, and the document may be reformed, by written notice from Lender, without the necessity of the execution of any amendment or new document by Borrower, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, Extension of Credit charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the



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spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by Applicable Law.

It is the express intention of Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to Extensions of Credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by Applicable Law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document may be reformed, by written notice from Lender, without the necessity of the execution of any new amendment or new document by Borrower.

Lender's right-to-comply as provided in this Section 19 shall survive the payoff of the Extension of Credit. The provision of this Section 19 will supersede any inconsistent provision of the Note or this Security Instrument.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of

Texas Home Equity Security Instrument (First Lien)

Fannie Mae/Freddie Mac Uniform Instrument - MERS Modified

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the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Borrower in a judicial proceeding.

22. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Section 22 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the Lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Within a reasonable time after termination and full payment of the Extension of Credit, Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recordation costs. OWNER'S

Texas Home Equity Security Instrument (First Lien)

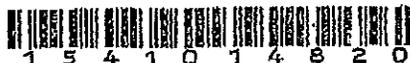
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ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF LENDER'S OBLIGATIONS UNDER SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

24. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

If this Extension of Credit is obtained by such actual fraud, then, subject to Section 12, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Section 24 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

25. Proceeds. Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or debt to another lender.

26. No Assignment of Wages. Borrower has not assigned wages as security for the Extension of Credit.

27. Acknowledgment of Fair Market Value. Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

28. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

29. Acknowledgment of Waiver by Lender of Additional Collateral. Borrower acknowledges that Lender waives all terms in any of Lender's loan documentation (whether existing now or created in the future) which (a) create cross default; (b) provide for additional collateral; and/or (c) create personal liability for any Borrower (except in the event of actual fraud), for the Extension of Credit. This waiver includes, but is not limited

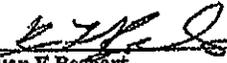


to, any (a) guaranty; (b) cross collateralization; (c) future indebtedness; (d) cross default; and/or (e) dragnet provisions in any loan documentation with Lender.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

[DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.]

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.



Bryan F Boshart (Seal) -Borrower

(Seal) -Borrower

(Seal) -Borrower



ACKNOWLEDGMENT.

State of Texas §
County of Dallas §

This instrument was acknowledged before me on April 16th 2010 by Bryan
F Boshart.

[Handwritten Signature]

Signature of Officer

MAI THANH TRAN
Printed Name

Escrow Officer
Title of Officer

My Commission Expires: 9/8/12



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[Handwritten initials]

**EXHIBIT A
PROPERTY DESCRIPTION**

BEING A TRACT OR PARCEL CONTAINING 4.183 ACRES OF LAND SITUATED IN THE RANDON AND PENNINGTON LEAGUE ABSTRACT NUMBER 75, FORT BEND COUNTY, TEXAS, BEING THAT SAME CALLED 4.1828 ACRE TRACT OF RECORD UNDER FORT BEND COUNTY CLERK'S FILE NUMBER (F.B.C.C.F. NO.) 1999087970, SAID 4.183 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH ALL BEARINGS REFERENCED TO SAID 4.1828 ACRE TRACT:

COMMENCING FOR REFERENCE AT THE NORTHEAST CORNER TO THAT CERTAIN CALLED 70 ACRE TRACT OF RECORD IN VOLUME 469 PAGE 538 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.), FORT BEND COUNTY, TEXAS;

THENCE, NORTH 89°26'40" WEST, 974.90 FEET TO AN ANGLE POINT;

THENCE, SOUTH 01°00'00" WEST, 2074.91 FEET TO THE COMMON NORTHEAST CORNER TO SAID 4.1828 ACRE TRACT, THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT, THE SOUTHEAST CORNER TO THAT CERTAIN CALLED 3.0 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 9537130, IN THE WEST LINE OF THAT CERTAIN CALLED 2.9971 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 9830156, FROM WHICH AN IRON PIPE WAS FOUND TO BEAR TO BEAR SOUTH 47°38' EAST, 0.40 FEET;

THENCE, SOUTH 01°00'00" WEST, AT 104.87 FEET TO THE COMMON SOUTHWEST CORNER TO SAID 2.9971 ACRE TRACT AND THE NORTHWEST CORNER TO THAT CERTAIN CALLED 3.0 ACRE TRACT OF RECORD IN VOLUME 582 PAGE 258 OF F.B.C.D.R., IN ALL A DISTANCE OF 375.00 FEET TO AN IRON PIPE FOUND FOR THE COMMON SOUTHEAST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE NORTHEAST CORNER TO THAT CERTAIN CALLED 4.195 ACRE TRACT OF RECORD UNDER F.B.C.C.F. NO. 1999037971;

THENCE, WEST, AT 436.34 FEET PASSING AN IRON PIPE FOUND IN THE EAST LINE OF COUNTY LANE (60 FEET WIDE EASEMENT), IN ALL A DISTANCE OF 467.55 FEET TO THE COMMON SOUTHWEST CORNER TO SAID 4.1828 ACRE TRACT, THE HEREIN DESCRIBED TRACT AND THE NORTHWEST CORNER TO SAID 4.195 ACRE TRACT;

THENCE, NORTH 06°49'40" WEST, ALONG THE CENTER LINE OF SAID COUNTY LANE, 176.22 FEET TO AN ANGLE POINT;

THENCE, NORTH 01°00'00" EAST, CONTINUING ALONG SAID CENTER LINE, 200.00 FEET TO THE COMMON NORTHWEST CORNER TO SAID 4.1828 ACRE TRACT, THE

EXHIBIT A - PROPERTY DESCRIPTION
Rev 01/29/10

EXHIBIT A
PROPERTY DESCRIPTION
(Continued)

HEREIN DESCRIBED TRACT AND THE SOUTHWEST CORNER TO THE
AFOREMENTIONED 3.0 ACRE TRACT;

THENCE, EAST, AT 30.00 FEET PASSING AN IRON PIPE FOUND IN THE EAST LINE
OF SAID COUNTY LANE, IN ALL A DISTANCE OF 491.55 FEET TO THE POINT OF
BEGINNING AND CONTAINING 4.183 ACRES OF LAND, MORE OR LESS.

EXHIBIT A - PROPERTY DESCRIPTION
Rev 01/29/10

SIGNAGE APPROVAL/DISAPPROVAL FORM

REQUESTOR: The Market at Cross Creek Ranch

ADDRESS OF PREMISES AFFECTED: NWC and SWC of FM 1463 and Fulshear Bend Dr.

PLANNING AND ZONING COMMISSION REVIEW

GRANTED

DENIED

RETURNED FOR ADDITIONAL DATA

BY: _____ DATE: _____

CITY COUNCIL REVIEW

GRANTED

DENIED

BY: _____ DATE: _____

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

| | |
|---|--------------------------------------|
| AGENDA OF: Master Sign Plan | |
| DATE SUBMITTED: July 29, 2016 | DEPARTMENT: Building Services |
| PREPARED BY: Michelle Killebrew | PRESENTER: Michelle Killebrew |
| SUBJECT: The Market @ CCR | |
| ATTACHMENTS: YES | |
| EXPENDITURE REQUIRED: | \$0 |
| AMOUNT BUDGETED: | \$0 |
| ACCOUNT NO.: | |
| ADDITIONAL APPROPRIATION REQUIRED: | \$0 |
| ACCOUNT NO.: | |

EXECUTIVE SUMMARY

The Market at Cross Creek Ranch being approx. 48 Acres with the possibility of as many as 90 businesses within its boundaries, I request that this property be allowed to have consideration of a Master Sign Plan.

The applicant Reed King requests the following size monument signs, the buildings and locations of which each sign is designated for as shown in the documents provided

Style A – total of 8 signs along FM 1463 & Fulshear Bend Drive 16’x 15’
Style B – total of 2 signs along FM 1463 & Fulshear Bend Drive 16’6”X 15’6”
Style C – total of 1 sign along FM 1463 10’6”x8’
Style D – total of 1 sign along Fulshear Bend Drive 12’6”x8’
Style E - total of 1 sign along FM 1463 8’6”x8’
Style F - total of 1 sign along FM 1463 6’6”x 8’
Style G - total of 1 sign along FM 1463 4’6”x8’
Style H – total of 2 signs along FM 1463 & Fulshear Bend Drive 6’x10’
(documented size of monuments as height x width for a total of 17 monument signs all placed along FM 1463 and Fulshear Bend Drive)

The applicant request wall signs to be permitted on the property as the city sign ordinance allows. All signs will be required to be permitted prior to placement.

CCR Texas Holdings LP
6450 Cross Creek Bend Lane
Fulshear, Texas 77441

City of Fulshear
Building Services Department
Attn: Michelle Killebrew
29378 McKinnon Road, Suite C
Fulshear, TX 77441

Ms. Killebrew:

This letter is in reference to the master signage plan pertaining to the 47.67 acre commercial property located along Fulshear Bend Drive and FM 1463 within the Cross Creek Ranch commercial development, commonly known as The Market at Cross Creek Ranch (herein the "Market at Cross Creek Ranch"). Read-King Commercial Real Estate (herein "Read-King") desires to amend the existing master signage plan to include the Master Signage Plan (herein the "Market at Cross Creek Ranch Master Signage Plan") filed by Read-King on July 21, 2016, for the Market at Cross Creek Ranch.

CCR Texas Holdings LP, the developer of Cross Creek Ranch (commercial property), hereby consents to the Market at Cross Creek Ranch Master Signage Plan submitted by Read-King and confirms that the Cross Creek Ranch Commercial Association, Inc., on behalf of the Cross Creek Ranch Commercial Architectural Review Committee ("ARC"), previously approved the Market at Cross Creek Ranch Master Signage Plan and the original filing of same by Read-King.

The Market at Cross Creek Ranch Master Signage Plan is hereby supplemented to include the following:

Façade or Wall Signs:

Multi-Tenant buildings will be allowed one (1) façade sign per user equal to no more than 10% of the user's leased space along the primary façade of the building, projecting no more than 12 inches from the building wall to which it is attached. Tenants will be allowed to use trade dress in their signage package. Any façade or wall signage will require the review and approval of the ARC prior to installation.

Private traffic control and public safety signage:

Traffic control and public safety signage poles are to be painted with industrial grade silver color paint to match the galvanized steel look, dark bronze or be galvanized. Parking lot traffic control signs will be included based on the following criteria: size, pole/standard, material and color. These signs will be installed in the locations determined by appropriate consultants representing the developer of the Market at Cross Creek Ranch. Provided, however, any private traffic control and public safety signage will require the review and approval of the ARC prior to installation.

CCR Texas Holdings LP, a Delaware limited partnership

By: Johnson/CCR GP, LLC, a Texas limited liability company, its sole general partner

By: 
Robert J. Bamford
General Manager/Vice President

Date: 08-26-16



CITY OF FULSHEAR

BUILDING SERVICES

PO Box 279 / 29378 McKinnon Rd. Suite C
Fulshear, Texas 77441
Phone: 281-346-8860 ~ Fax: 281-346-8237
www.fulsheartexas.gov

Master Signage Plan Sign Permit Application

Date: 7/21/2016 Type: Monument: Building: _____ Temporary: _____

Sign Application Fee (Due upon Application): \$75 x17 = \$1,275.00 EMAIL: julie@read-king.com

Builder/Contractor: varies Contractor City Registration#: _____

Address: _____ Phone Number: _____

Business Name: The Market at Cross Creek Ranch Owner: The Market at CCR, Ltd d/o Read-King Commercial Real Estate

Address: 5850 San Felipe; Suite 490 Houston TX 77057 Phone Number: 713-782-9000

Location of Sign: Commercial development along NWC and SWC of FM 1463 and Fulshear Bend Drive

Dimensions: Height: varies Length: varies Message Area: varies Building Façade Area: not applicable

Electrical: Yes: _____ No: _____

- Total permit fees due at time of permit issuance
- If electrical, Electrician Registration & Electrical Permit must be obtained

Requirements:

This application must be accompanied by 2 sets of detailed drawings or pictures of all signs to be installed illustrating:

Dimensions (Sign height and length; Message area; Building Façade area)

Color Rendition

Installation method (Depth of foundation; Bolting and Anchors)

Location (Site map with exact location of sign noted)

Electrical wiring methods and materials to be used

RECEIVED
REGISTRATION & PERMIT DEPT

JUL 21 2016

CITY OF FULSHEAR
FULSHEAR, TX 77441

(Total height of monument sign shall be regulated by ordinance as to location on FM 1093. One façade or wall sign per street frontage not to exceed 10 percent of area on which it is mounted or painted. Temporary sign shall be no larger than 8' by 8'.

ALL REQUIRED DOCUMENTS MUST BE TURNED IN WITH APPLICATION TO BE CONSIDERED.

I HEREBY CERTIFY THAT THERE ARE NO NON-CONFORMING EXISTING SIGNS LOCATED ON SAID PROPERTY.

I HEREBY ACCEPT ALL THE ABOVE CONDITIONS AND CERTIFY THAT ALL STATEMENTS HEREIN RECORDED BY ME ARE TRUE.

Contractor/Builder's Signature Printed Name Ron Lindsey Date 7/21/2016
R.LINDSEY@READ-KING.COM

Building Inspector Review:

____ Reviewed _____ Returned for Additional Data _____

Planning Commission Review:

____ Approved _____ Returned for Additional Data _____ Date _____

City Council Review:

____ Approved _____ Returned for Additional Data _____ Date _____

Date

THE MARKET AT CROSS CREEK RANCH

MASTER SIGNAGE PLAN

The City of Fulshear Ordinance No. 2012-1058 (commonly referred to as the "Sign Ordinance") provides that within a Master Planned Community Sign District (as defined in Section 2.0, subsection 4) the developer may submit a Master Signage Plan to the Planning Commission (Section 4.0, subsection 4 c) under which signage of varying style and construction may be installed.

The Market at Cross Creek Ranch ("The Market") is located within the Master Planned Community Sign District that is west of F.M. 1463 and north of F.M. 359 as depicted on the City of Fulshear Sign District Map found at page 5 the Sign Ordinance. The required elements for the Master Signage Plan are:

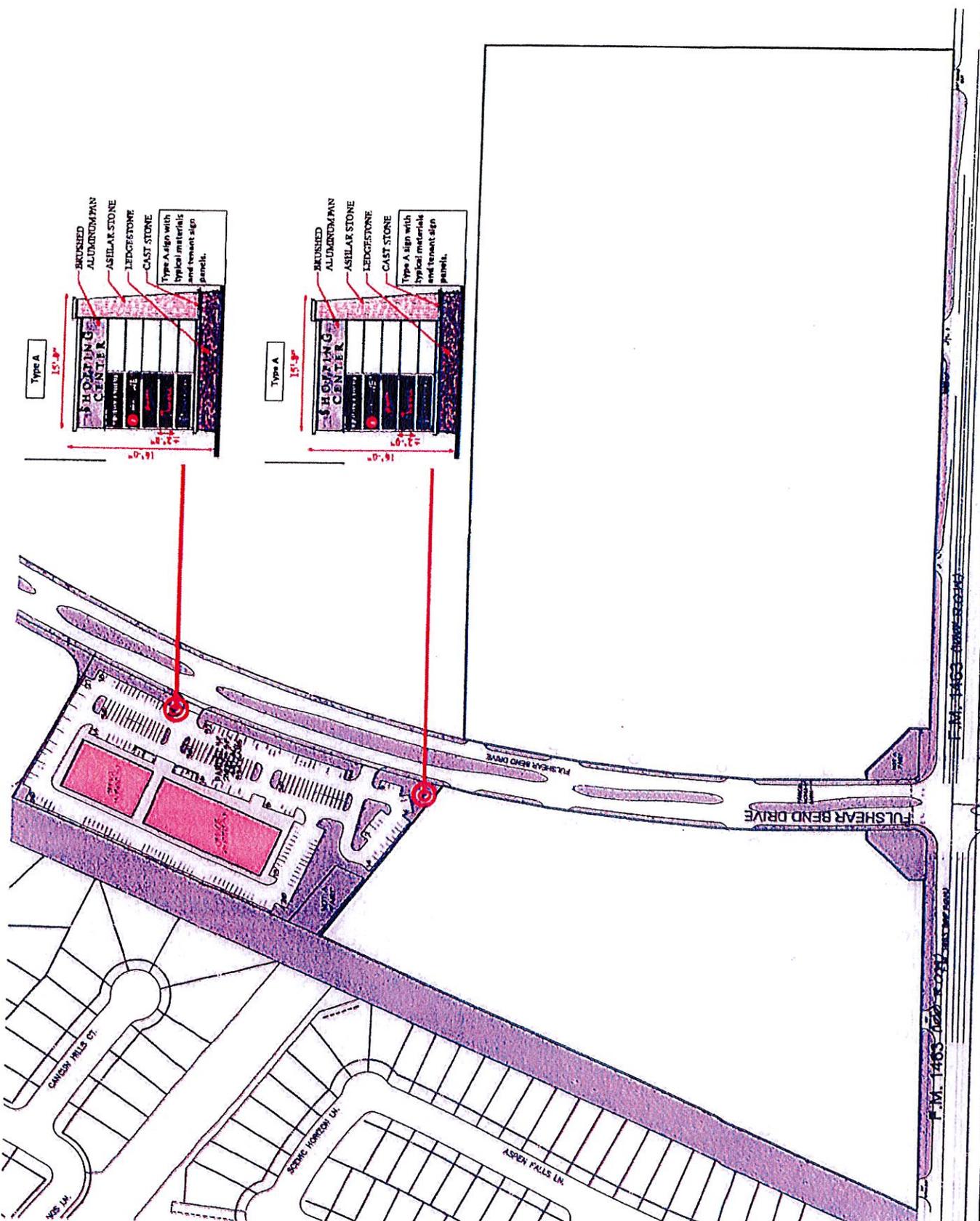
| Master Signage Plan elements: | Reference/Response |
|--|---|
| i. Artistic representation of the proposed signage | Exhibit A |
| ii. Detailed listing of the number of signs by type | 17 monument signs of varying size, see Exhibit A The Master Signage Plan will be modified as each section is platted to incorporate façade/wall signs. |
| iii. Traffic control and public safety signage | None at this time, will be added as a modification to the plan under Section 4.0, subsection 4 c v. of the Sign Ordinance. |
| iv. Map of signage location | Exhibit A |
| v. Future modifications | To be submitted as phases/sections are platted. |
| vi. Adopted fees for each sign | 17 signs x \$75.00 = \$1,275.00 |
| vii. Destination Signage | None at this time, future modifications to the plan as sections are platted may include same. |
| viii. Neighborhood Identification Signage | None at this time, future modifications to the plan as sections are platted may include same. |
| ix. Destination Signage | None at this time, future modifications to the plan as sections are platted may include same. |

The Market is a very large (48 acres) commercial master planned community that will be developed over a multi-year period. The Market is distinguished from other existing commercial properties in Fulshear in that:

- Currently, there are no other commercial developments within the city of this scale.
- The project will have multiple buildings ranging from 2,000 square feet to more than 97,000 square feet with as many as 90 businesses.
- The buildings are arrayed on the site in a range of 60 feet from the right of way to almost 400 feet from the right of way.
- The project has frontage on two major high speed, boulevarded thoroughfares, F.M. 1463 and Fulshear Bend Drive.
- The project is a regional destination.

The Master Signage Plan is designed so that:

- The safety of persons and property is promoted by allowing pedestrians, bicyclists, and motorists the ability to clearly identify businesses with a properly sized message.
- The signs can be spaced farther apart than the standard 100' (between 150' and 500' apart, see Exhibit B) thus providing the use of fewer signs on the premises and reducing the possibility of traffic hazards by confusing or distracting pedestrians or motorists
- The efficiency of the signage is optimized with fewer signs spaced greater distances apart. The project has a total road frontage of 4,688 linear feet which, using the standard 100' spacing would accommodate 46 signs. The Master Signage Plan includes 17 signs.
- All businesses and services can identify themselves and customers and other persons can locate the business or service.
- No person or group is denied the use of sight lines from the public right of way for communication purposes.
- Businesses will have a greater chance of thriving by being provided the use of sight lines from the public rights of way.
- The appearance and economic value of the landscape will be enhanced, scenic views maintained, and visual blight and clutter prevented.



Read King
Commercial Real Estate

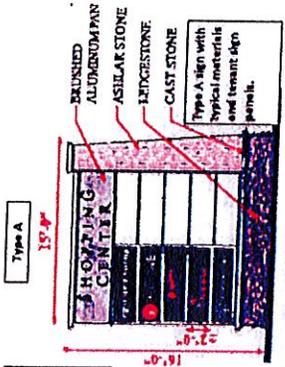
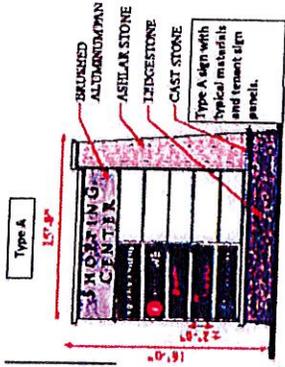
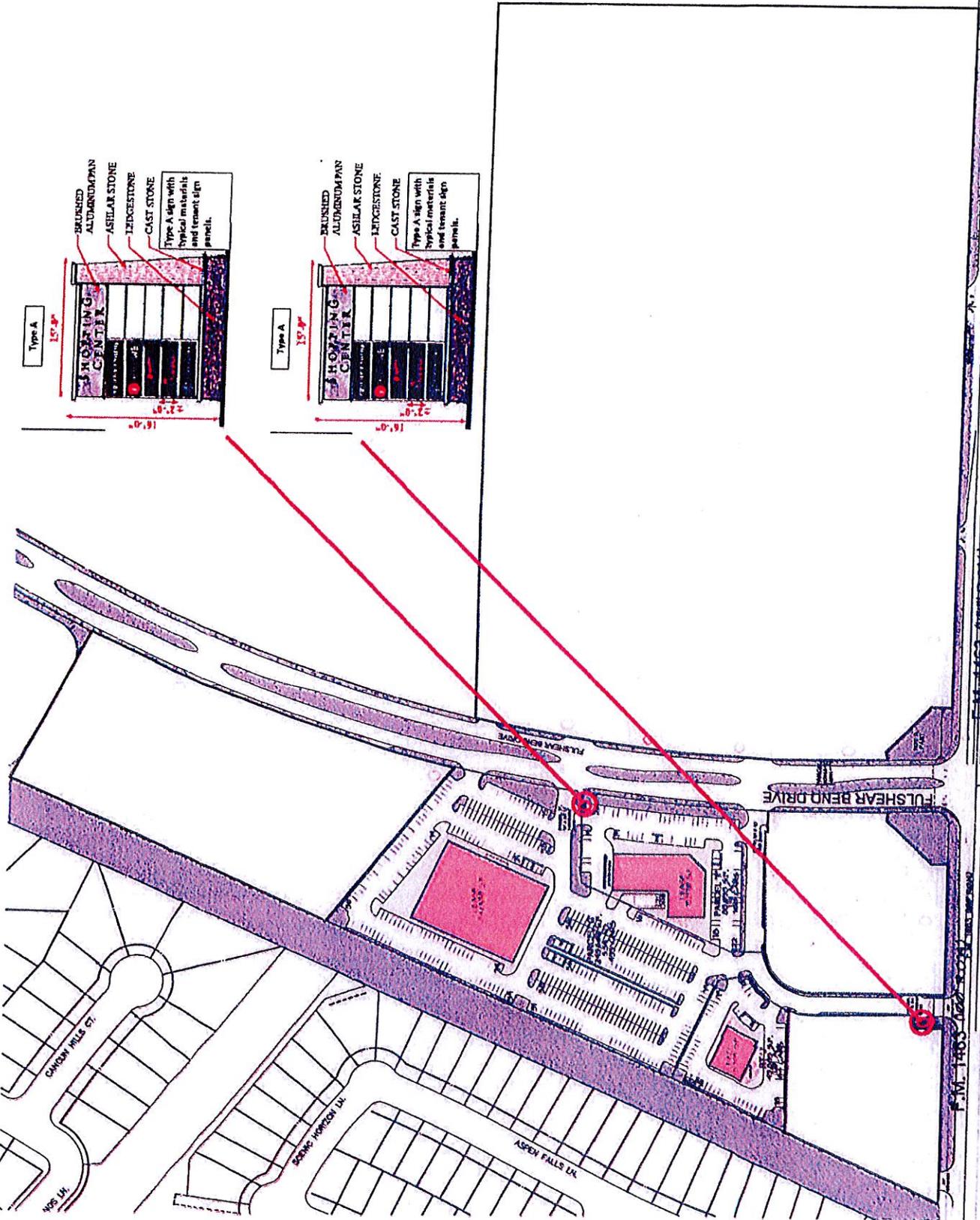
CROSS CREEK MASTER PLAN
FULSHEAR, TEXAS

SP-38
04-21-16

OVERALL SITE PLAN
Scale: 0 60 120



Drawn by: [Name]
Checked by: [Name]
Project: SP-38
Date: 04/21/2016
4800 Springridge, Suite 200 | Bellaire, Texas 77401 | 713.783.3644
© Read King Commercial Real Estate, LLC 2016

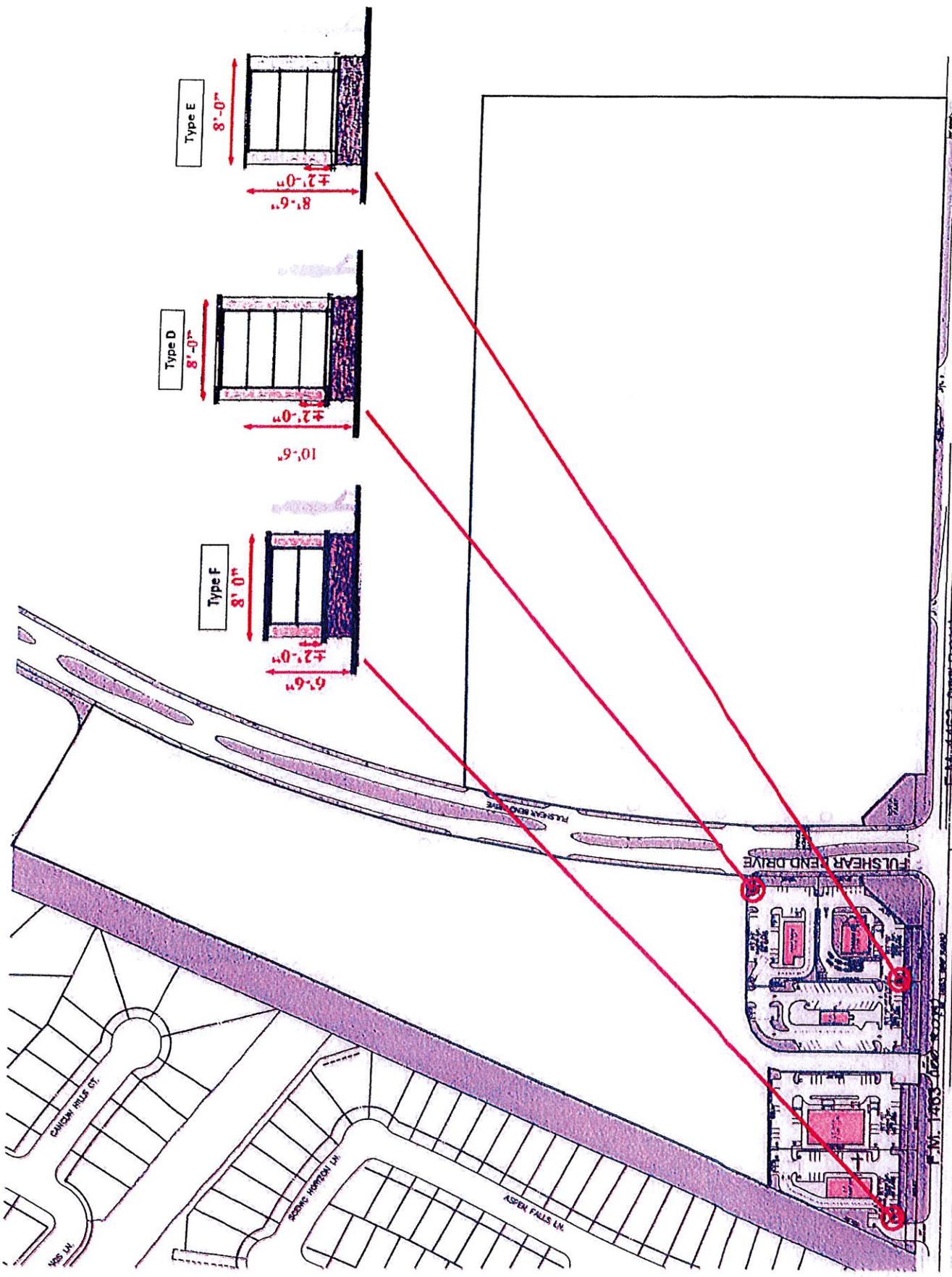


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Commercial Real Estate

CROSS CREEK MASTER PLAN
FULSHEAR, TEXAS

SP-38
04-21-16

Overall Site Plan
Scale: 0 60 120
PROJECT: 1408000 DATE: 04/21/2016
6802 Hollisteridge, Suite 200 | Dallas, Texas 77401 | 713.785.3444
© Houston Design Group LLC 2016

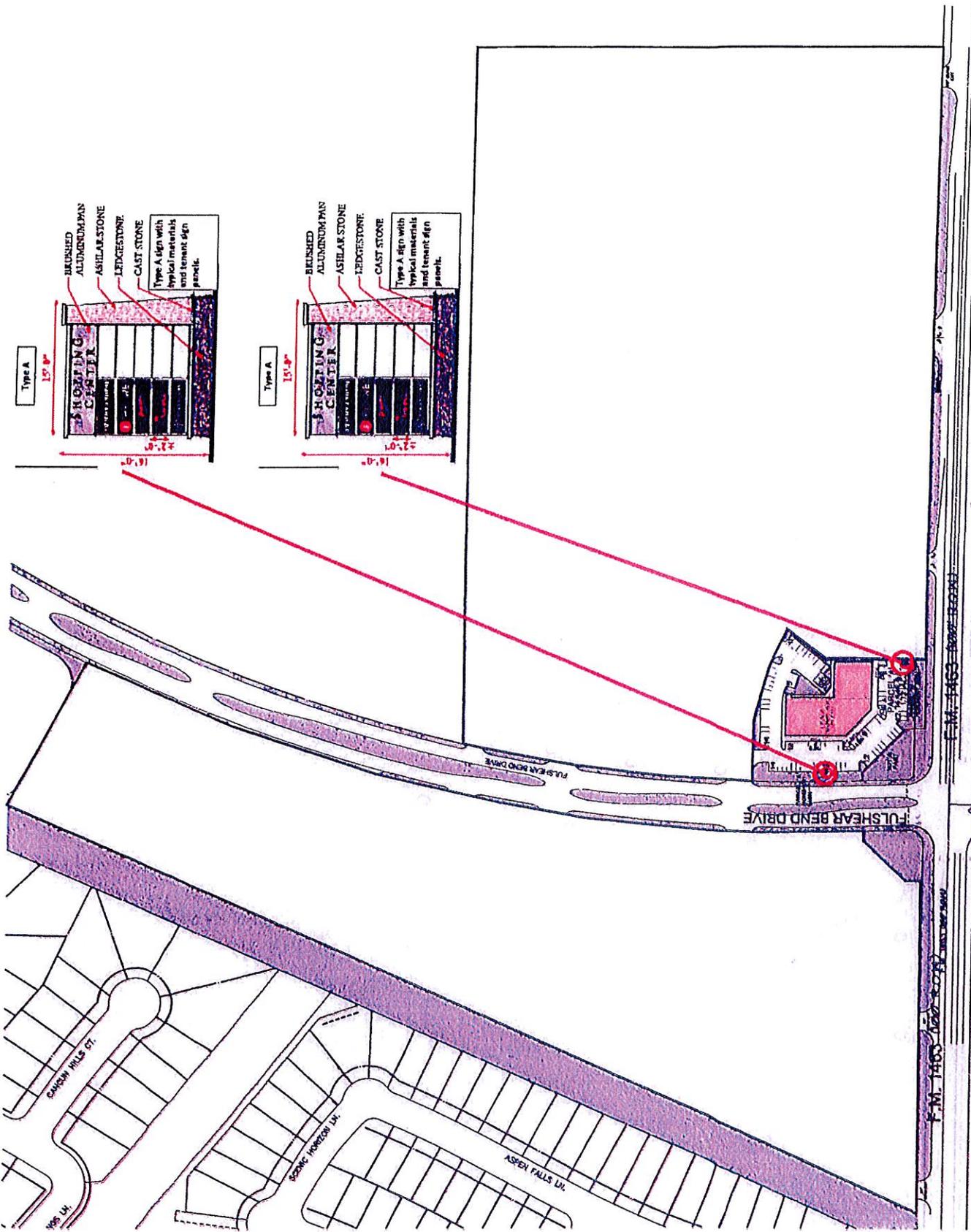


Read King
Commercial Real Estate

CROSS CREEK MASTER PLAN
FULSHEAR, TEXAS

SP-38
04-21-16

Overall Site Plan
 Drawn by: [Signature]
 Project: 1408000 DATE: 04/21/2016
 6807 Ashlandhigh, Suite 200 | Dallas, Texas 75241 | 713.785.3444
 © Standard Design Group LLC 2016



15'-0"

14'-0"

BRUSHED ALUMINUM PAN

ASHLAR STONE

LEDGER STONE

CAST STONE

Type A sign with typical materials and tenant sign panels.

15'-0"

14'-0"

BRUSHED ALUMINUM PAN

ASHLAR STONE

LEDGER STONE

CAST STONE

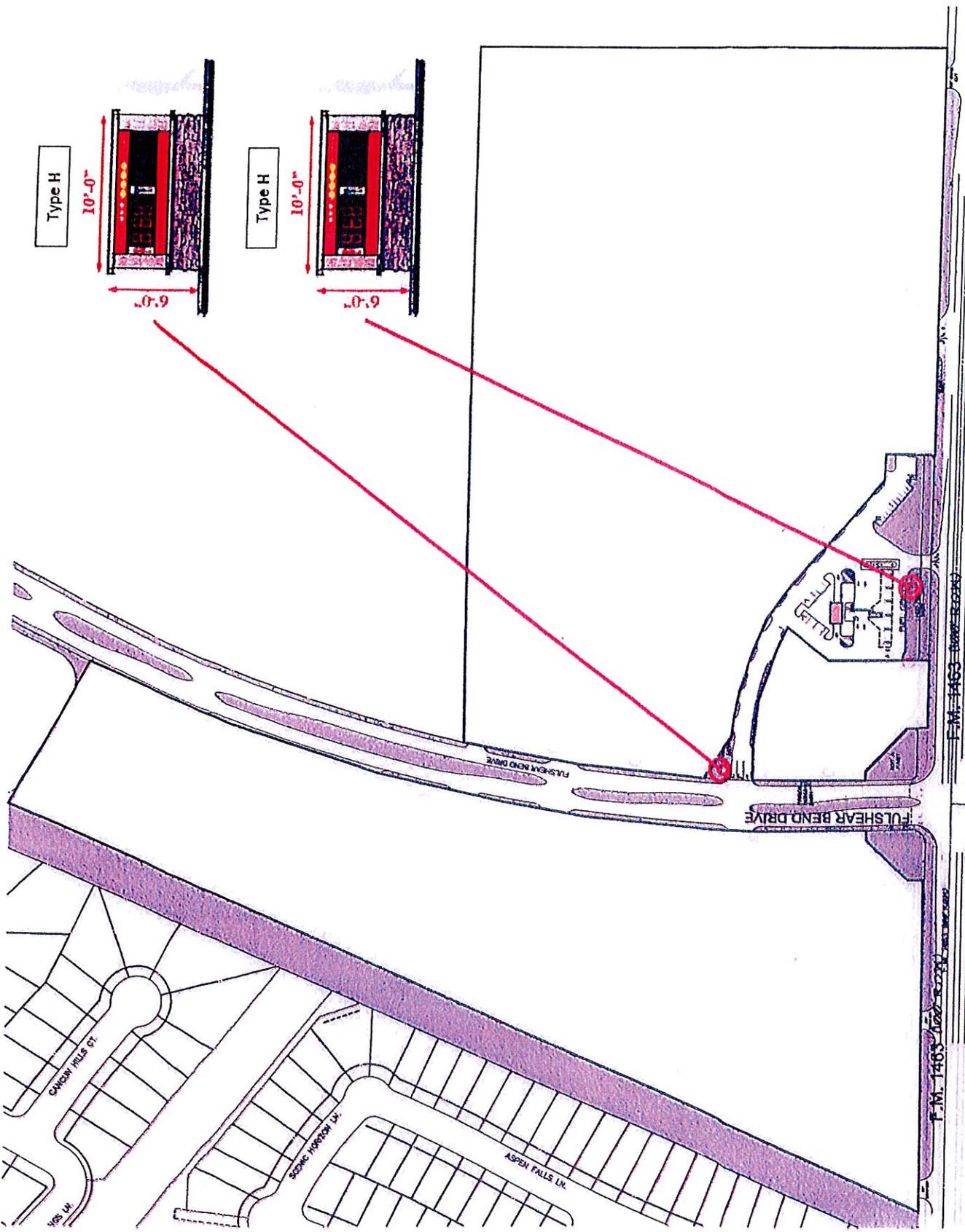
Type A sign with typical materials and tenant sign panels.

CROSS CREEK MASTER PLAN
FULSHEAR, TEXAS

SP-38
04-21-16

OVERALL SITE PLAN
Scale: 0' = 60' = 120'
PROJECT: 1408000 DATE: 04/21/2016
6022 Applebidge, Suite 200 | Dallas, Texas 77401 | 713.785.3444
© 2016 Drake Group, Inc. All Rights Reserved.



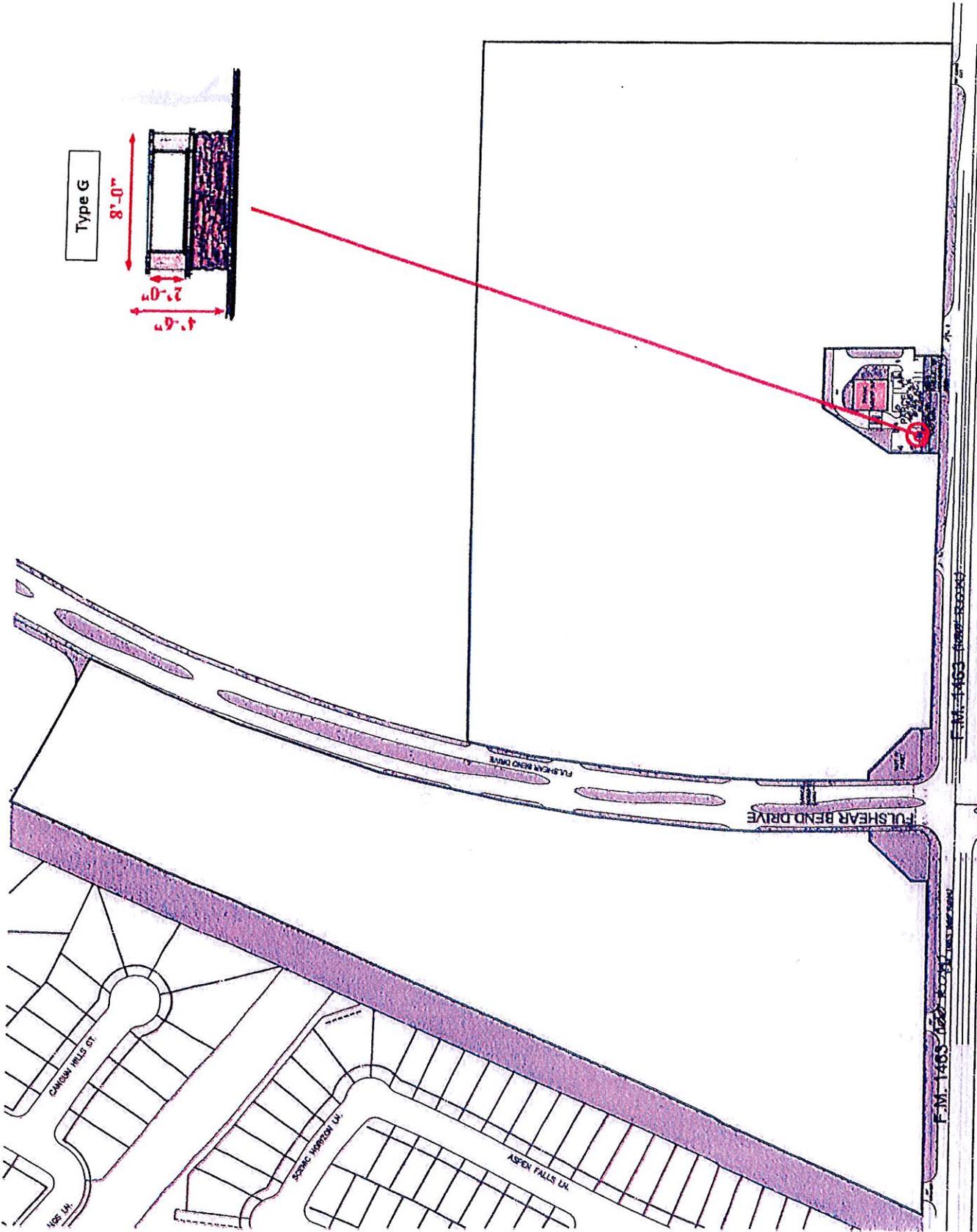


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Commercial Real Estate

CROSS CREEK MASTER PLAN
FULSHEAR, TEXAS

SP-38
04-21-16


 OVERALL SITE PLAN
 PROJECT: 1408000 DATE: 04/21/2016
 6807 Independence, Suite 100 | Dallas, Texas 75240 | 713.785.3644
 Professional Engineer License No. 10000



Type G

8'-0"

2'-0"

4'-6"

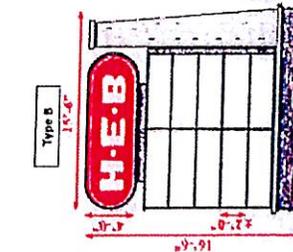
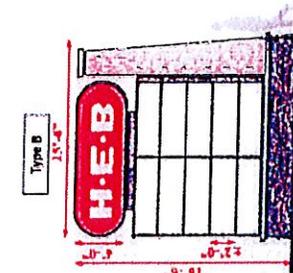
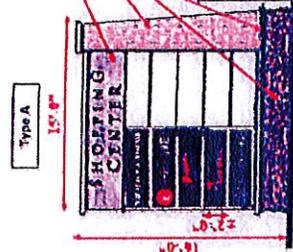
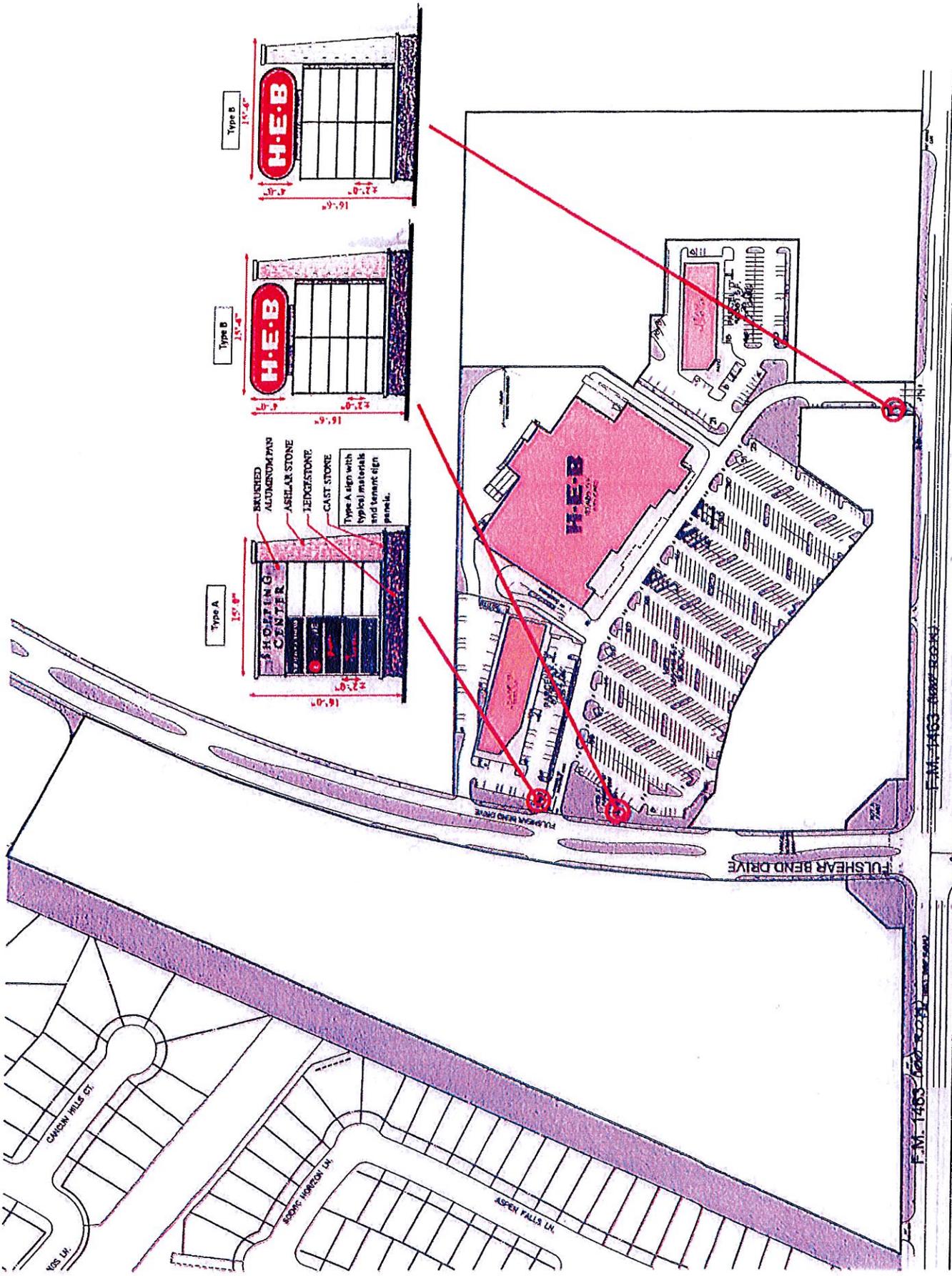
Read King
Commercial Real Estate

CROSS CREEK MASTER PLAN
FULSHEAR, TEXAS

SP-38
04-21-16

OVERALL SITE PLAN
Scale: 1" = 60' - 120'
PROJECT: 1408000 DATE: 04/21/2016
6802 Westfield Pk., Suite 200 | Dallas, Texas 75240 | 713.285.3644
© 2016 Read King Design Group, LLC 7018

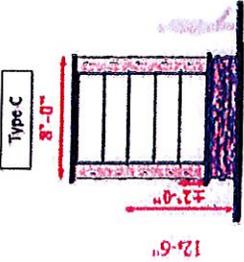
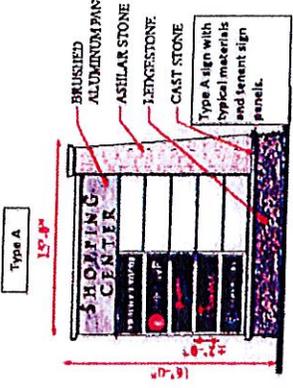
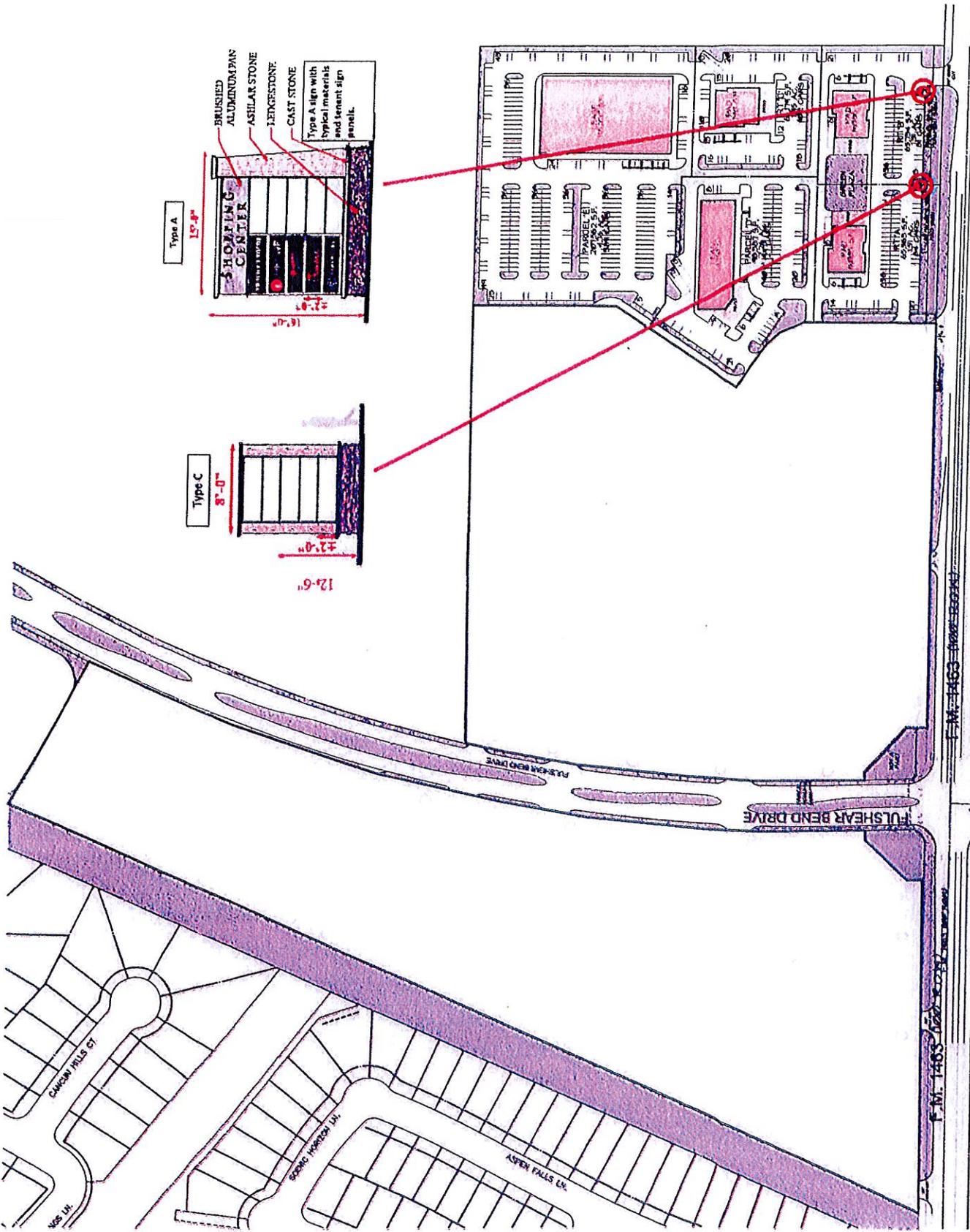




BRUSHED ALUMINUM PAN
 ASHLAR STONE
 LEMNISTONE
 CAST STONE
 Type A sign with typical materials and tenant sign panels.

CROSS CREEK MASTER PLAN
 FULSHEAR, TEXAS

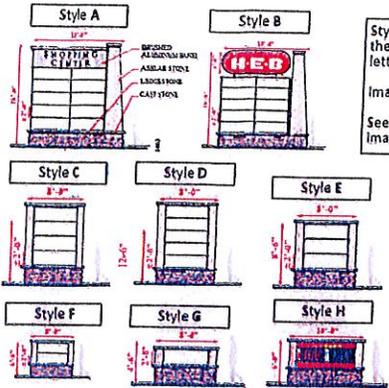
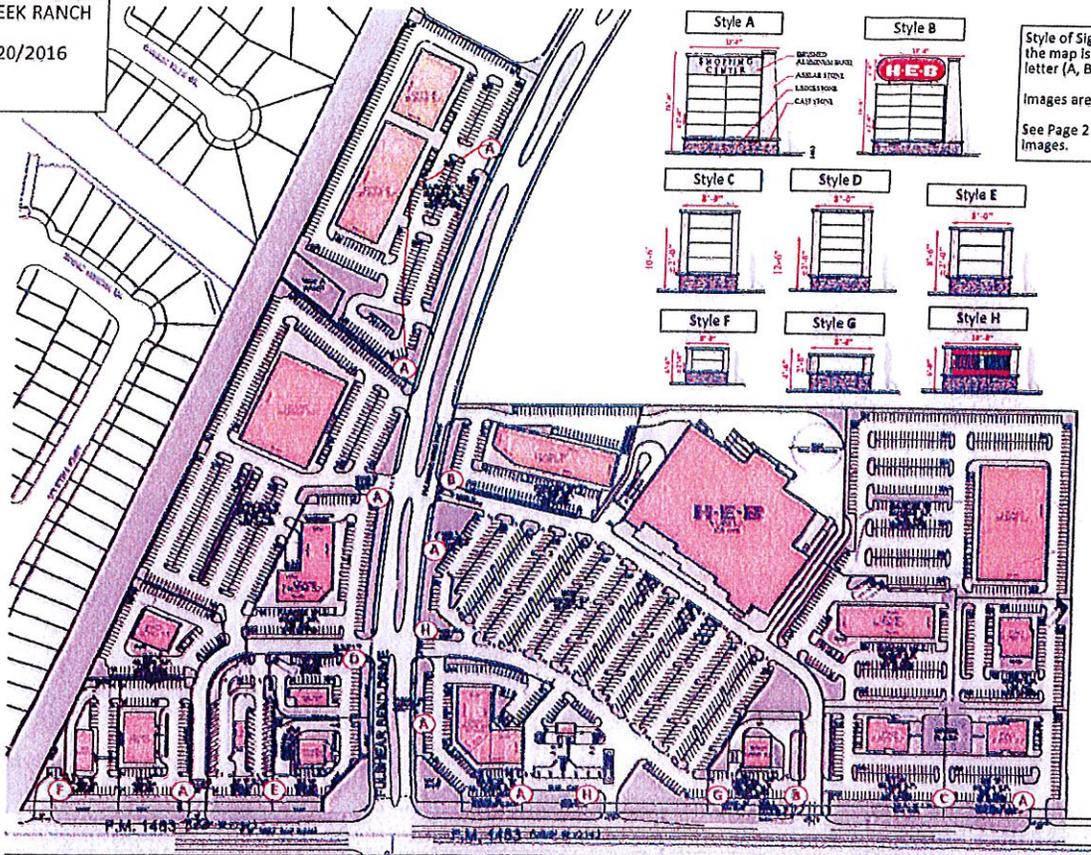
SP-38
 04-21-16



**CROSS CREEK MASTER PLAN
FULSHEAR, TEXAS**

SP-38
04-21-16

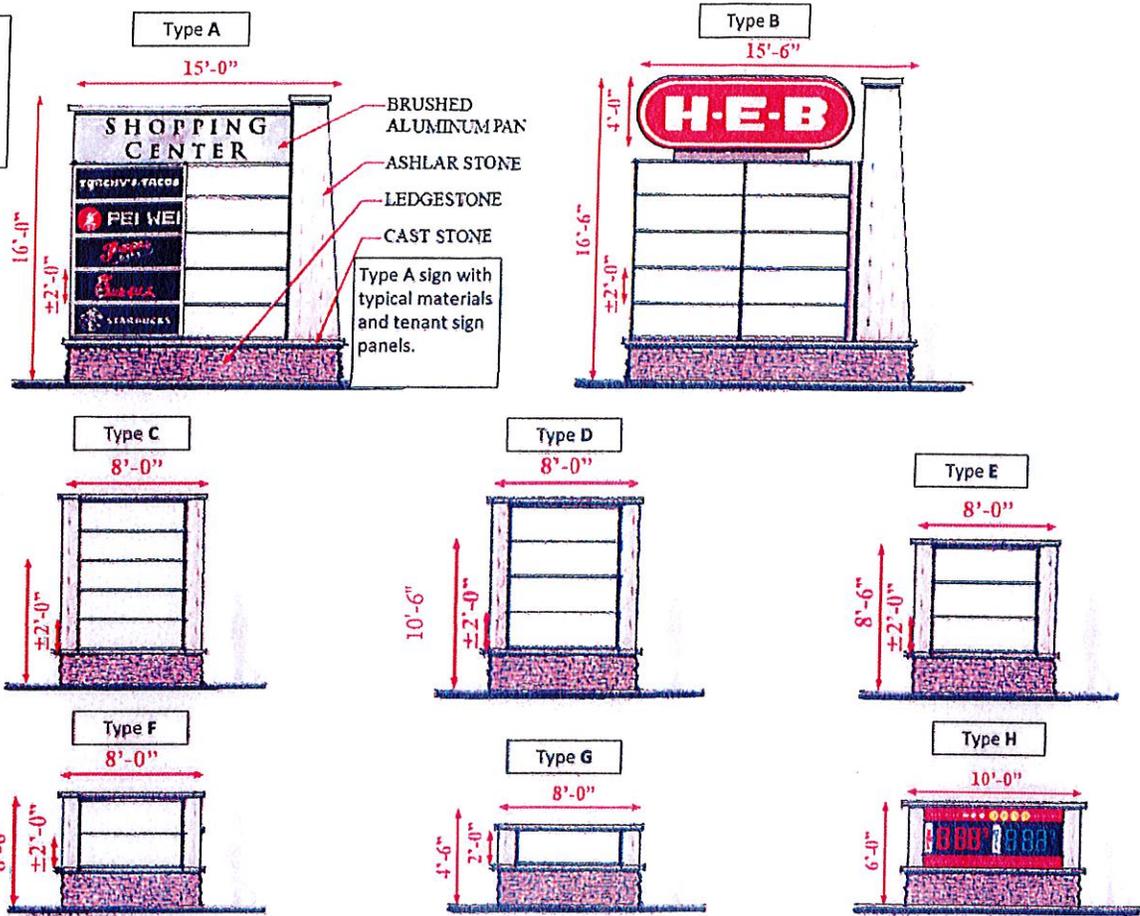
THE MARKET AT CROSS CREEK RANCH
 MASTER SIGNAGE PLAN 7/20/2016
 EXHIBIT A, Pg 1



Style of Sign for each location on the map is indicated by the Style letter (A, B, C, D, E, F, G and H).
 Images are not to scale.
 See Page 2 for enlarged sign images.

Buildings depicted are conceptual and subject to change, but are representative of the current development plan.

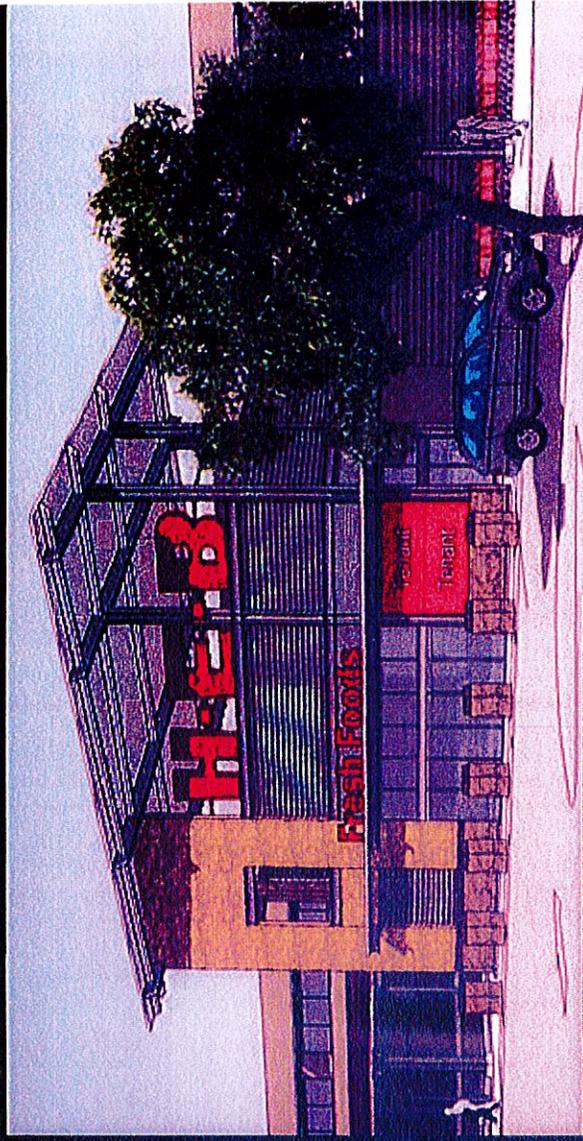
THE MARKET AT CROSS
CREEK RANCH
MASTER SIGNAGE PLAN
7/20/2016
EXHIBIT A, Pg 2



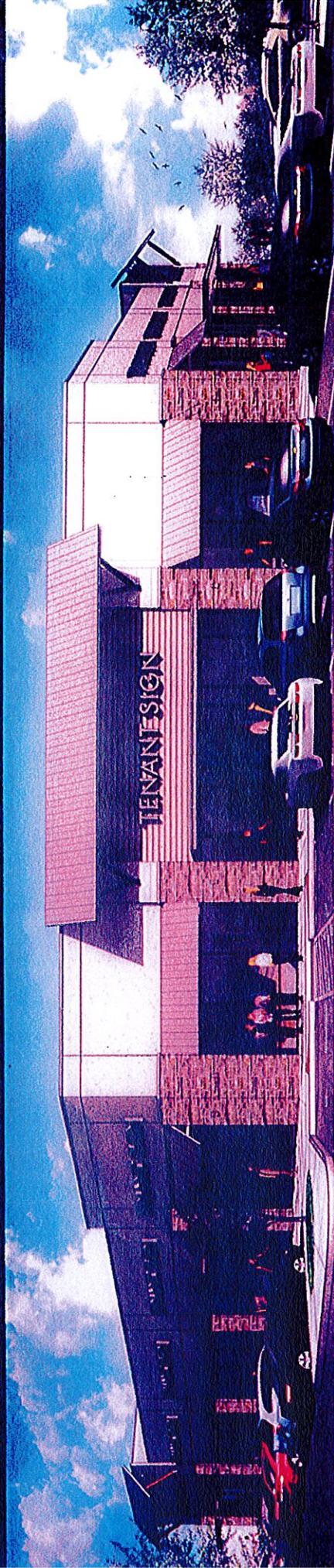
THE MARKET AT CROSS CREEK RANCH

FM 1463 & FULSHEAR BEND DR | FULSHEAR, TX | SIGN EXHIBIT: PRESENTED TO THE CITY OF FULSHEAR


CROSS CREEK
RANCH



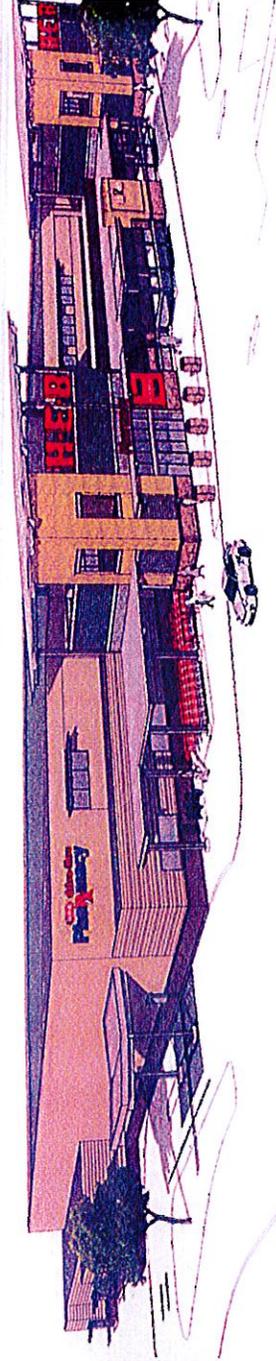
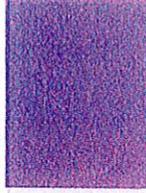
PRESENTED BY
Read King
Commercial Real Estate



LOCATION: FM 1463 & FULSHEAR BEND DR



THE MARKET AT CROSS CREEK RANCH



CROSS CREEK RANCH MASTER PLANNED COMMUNITY

CROSS CREEK

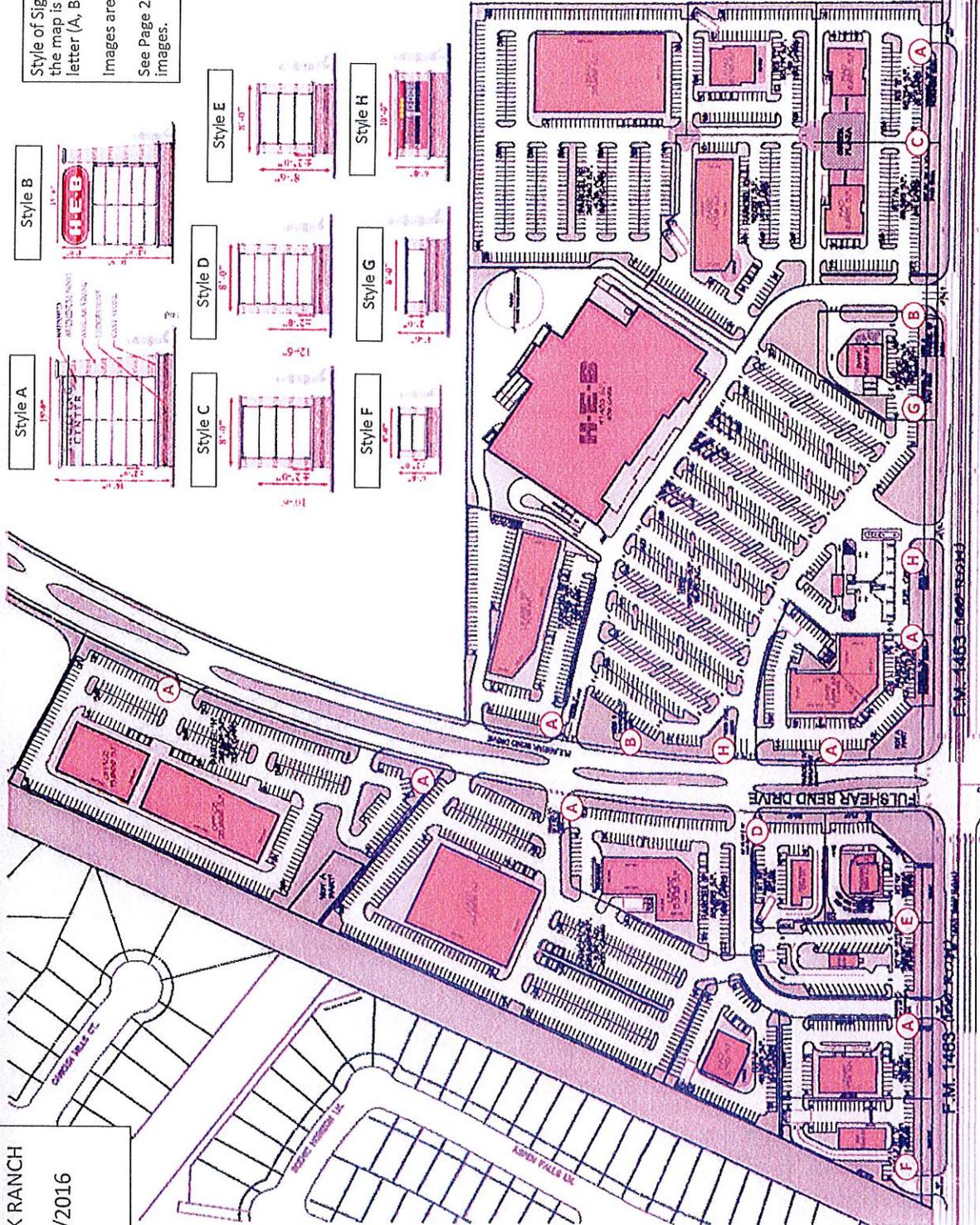


SITE PLAN WITH PROPOSED RETAILERS



MASTER SIGNAGE PLAN 7/20/2016

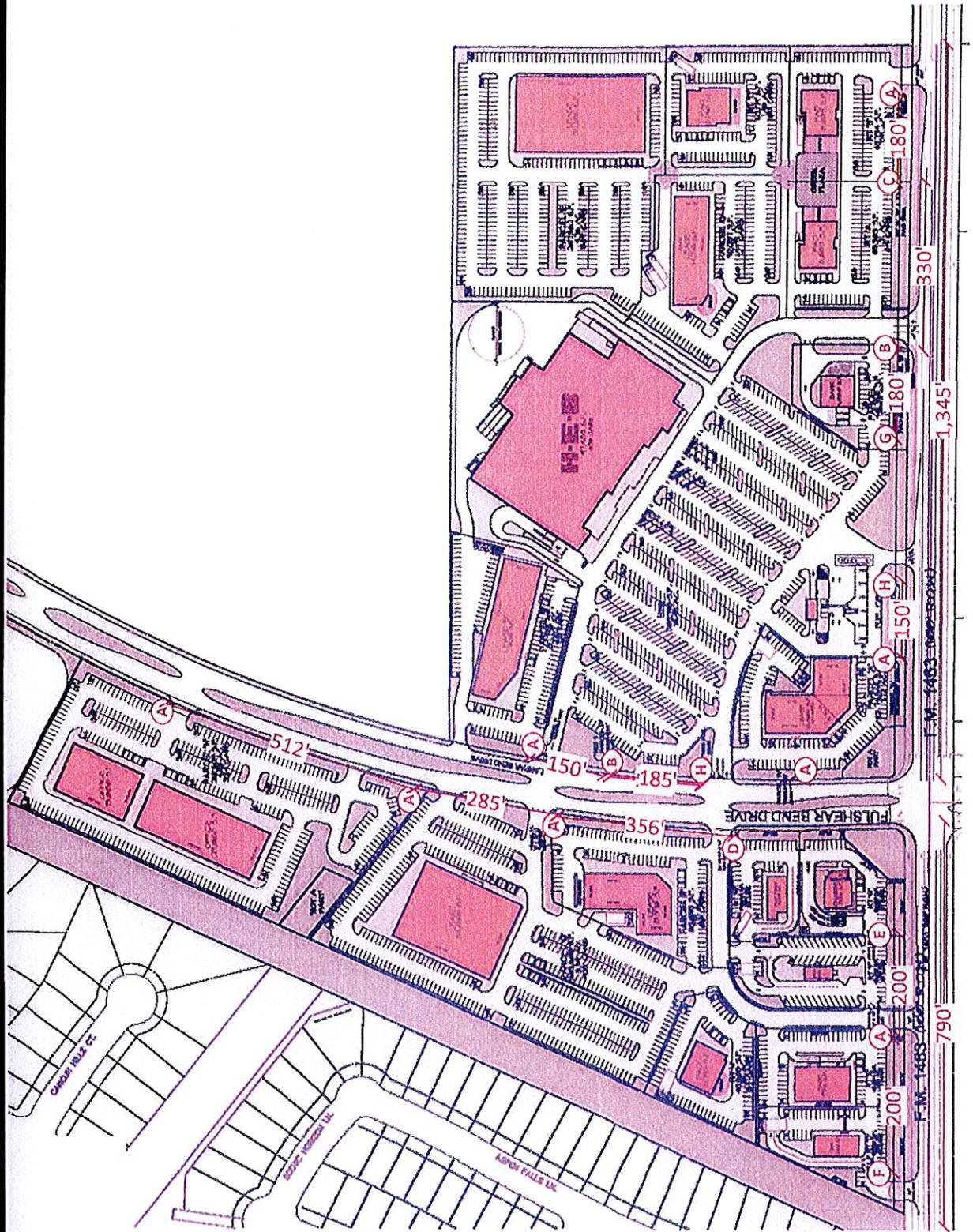
THE MARKET AT CROSS CREEK RANCH
 MASTER SIGNAGE PLAN 7/20/2016
 EXHIBIT A, Pg 1



Buildings depicted are conceptual and subject to change, but are representative of the current development plan.

Style of Sign for each location on the map is indicated by the Style letter (A, B, C, D, E, F, G and H). Images are not to scale. See Page 2 for enlarged sign images.

MASTER SIGNAGE PLAN 7/20/2016



Buildings depicted are conceptual and subject to change, but are representative of the current development plan.

WEST ON FULSHEAR BEND DRIVE

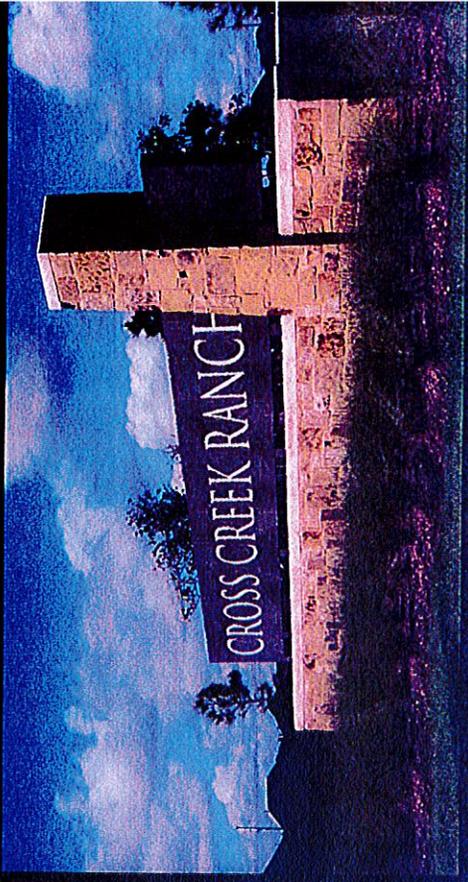
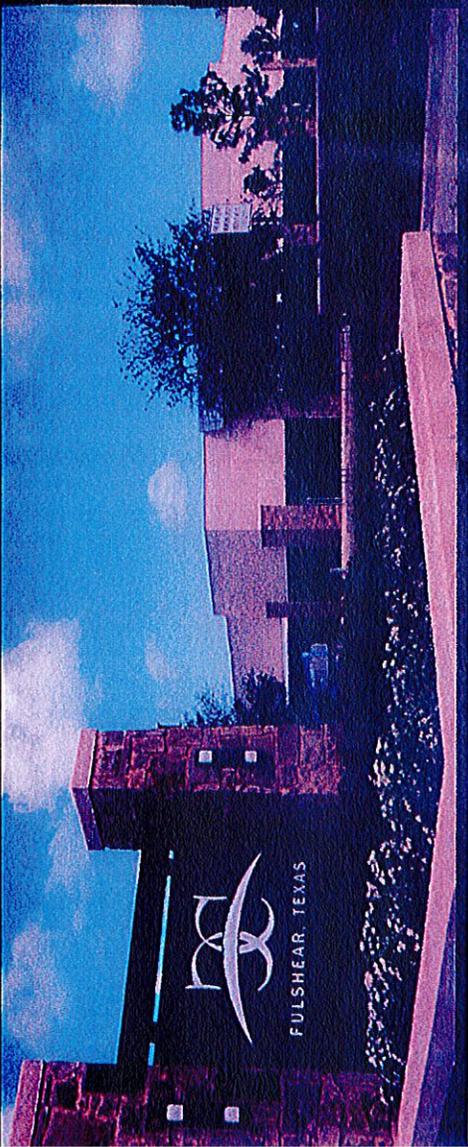


WESTERLY ON FULSHEAR BEND DRIVE

ESTIMATED STREET VIEW

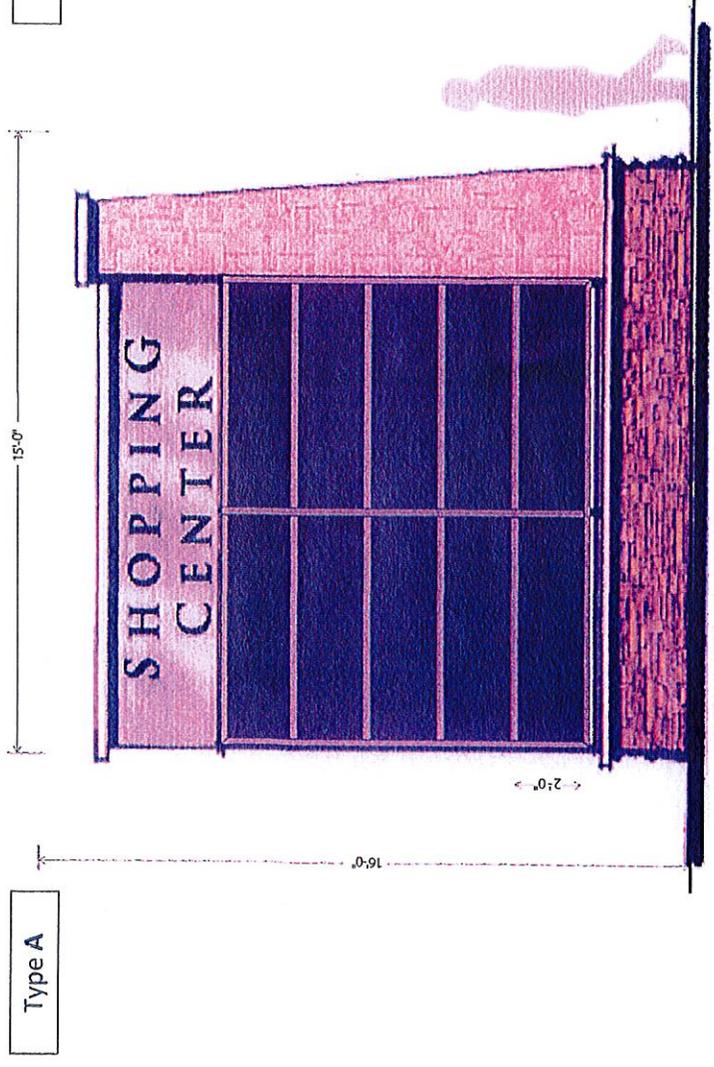
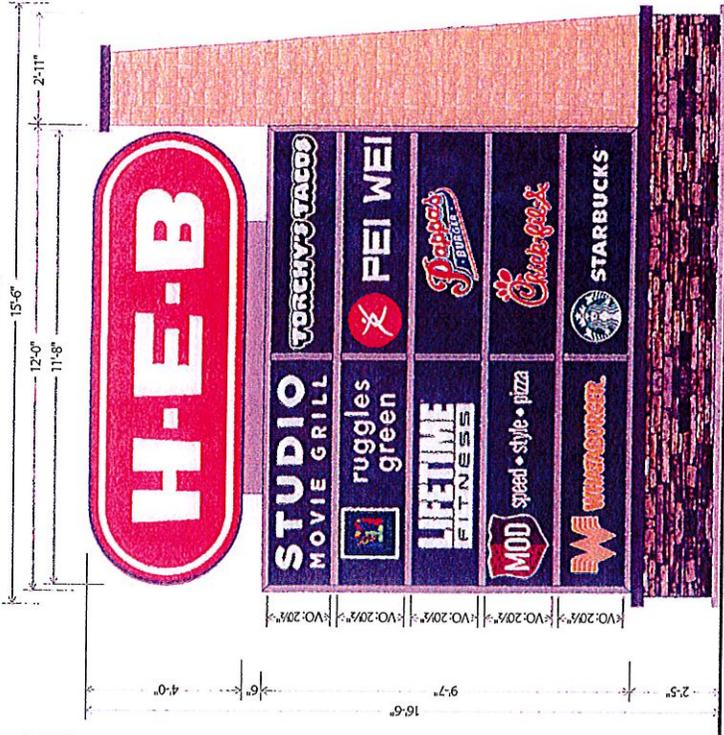


MASTER SIGN PLAN EXHIBIT



Type B

Type A



CROSS CREEK



Read King | 5850 Sam Felipe, Suite 400 | Houston, TX 77057 | T 713.782.9000
www.read-king.com

Read King
Commercial Real Estate

Although Read King Commercial has obtained the information contained herein from sources it believes to be reliable and believes the information to be correct, no representations or warranties, express or implied, are made as to the accuracy, or reliability, of this information. Any references to square footage or area are approximate only. The licensee bears sole responsibility for verification of the accuracy of the information contained herein and bears all risk for any inaccuracies. Read King Commercial shall have no liability or responsibility to any party for any loss or damage arising from reliance by any party on the information contained herein. Sale plans subject to change.

Images appearing on this page and page 3 sourced from www.crosstalktexas.com/uploads/files/1350_Cross_Creek_Ranch_Marketing_05-16-16.pdf

The first part of the document discusses the importance of maintaining accurate records of all transactions. It emphasizes that every entry, no matter how small, should be recorded to ensure the integrity of the financial data. This includes not only sales and purchases but also expenses and income. The document provides a detailed list of items that should be tracked, such as inventory levels, accounts payable, and accounts receivable. It also outlines the procedures for recording these transactions, including the use of double-entry bookkeeping to ensure that the books balance.

The second part of the document focuses on the analysis of the recorded data. It explains how to calculate key financial ratios and metrics, such as the gross profit margin, operating profit, and return on investment. These calculations are essential for understanding the company's financial performance and identifying areas for improvement. The document also discusses the importance of comparing the company's performance against industry benchmarks and historical data to provide context for the results.

The final part of the document addresses the reporting requirements for the financial data. It outlines the format and content of the financial statements, including the balance sheet, income statement, and cash flow statement. It also discusses the importance of providing clear and concise explanations for any significant changes or trends in the data. The document concludes by emphasizing the role of accurate financial reporting in supporting informed decision-making and ensuring the long-term success of the business.

SIGNAGE APPROVAL/DISAPPROVAL FORM

REQUESTOR: Tamarron

ADDRESS OF PREMISES AFFECTED: FM 1463

PLANNING AND ZONING COMMISSION REVIEW

GRANTED

DENIED

RETURNED FOR ADDITIONAL DATA

BY: _____ DATE: _____

CITY COUNCIL REVIEW

GRANTED

DENIED

BY: _____ DATE: _____

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

| | |
|---|--------------------------------------|
| AGENDA OF: Master Sign Plan | |
| DATE SUBMITTED: August 24, 2016 | DEPARTMENT: Building Services |
| PREPARED BY: Michelle Killebrew | PRESENTER: Michelle Killebrew |
| SUBJECT: Revise Tamarron MSP | |
| ATTACHMENTS: YES | |
| EXPENDITURE REQUIRED: | \$0 |
| AMOUNT BUDGETED: | \$0 |
| ACCOUNT NO.: | |
| ADDITIONAL APPROPRIATION REQUIRED: | \$0 |
| ACCOUNT NO.: | |

EXECUTIVE SUMMARY

Tamarron is a subdivision within the City of Fulshear ETJ, they have a master sign plan which they would like to add an additional three signs along 1463.

The signs will be 8'x4' in size and flush with the ground, similar size and style that are consistent with the existing signs within the community.

Please see attached diagram for the location and the style of the signs.

Staff believes that the location, proximity of other signs, and style are all in line with the current adopted plan and other developments within the City of Fulshear.



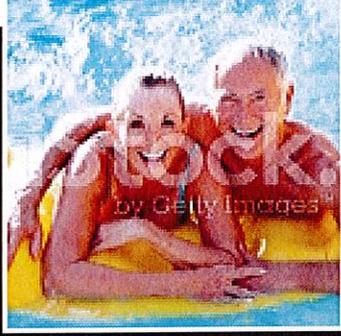
a FOUNTAIN
of
POSSIBILITIES

*Homes from the
\$190s - \$700s*

TAMARRON

A D.R. Horton Community

#1

Wellspring

**ACTIVE
ADULT**



TAMARRON

A D.R. Horton Community

#2



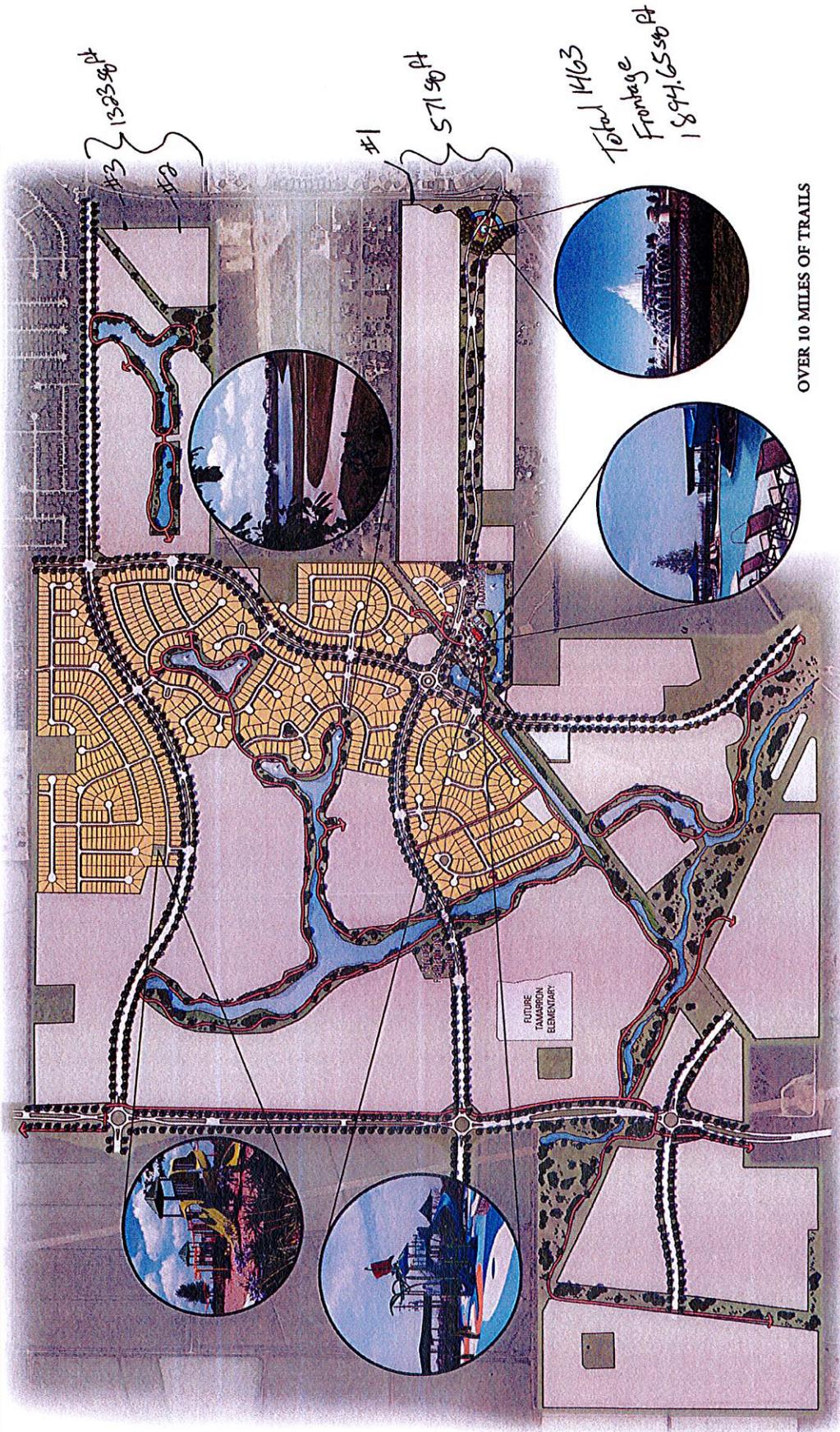

**MULTI
GEN**

FLOORPLANS
NOW AVAILABLE!

TAMARRON

A D.R. Horton Community

#3



OVER 10 MILES OF TRAILS