

Natalie Powell

Jose B. Bauri

VIA SALERNO COURT
(50' R.O.W.)

NOTES:

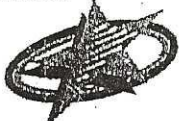
1. SUBJECT TO APPLICABLE RESTRICTIVE COVENANTS LISTED IN ITEM No. 1, SCHEDULE "B" OF TITLE COMMITMENT ISSUED BY STEWART TITLE INSURANCE CO. UNDER O.F. No. 083800948.
2. ALL BEARINGS SHOWN HEREON ARE BASED ON THE RECORDED PLAT.
3. ALL ELEVATIONS SHOWN HEREON ARE BASED ON ASSUMED DATUM.
4. A SHORT FORM BLANKET EASEMENT FOR CERTAIN UTILITIES UNDER C.F. No. 2006052820.
5. AGREEMENT WITH CENTERPOINT ENERGY FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF OVERHEAD/UNDERGROUND UTILITIES UNDER C.F. No. 200811174B.
6. A MINIMUM OF 10' SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS UNDER C.F. No. 2007008483.

FLOOD MAP:
THIS PROPERTY LIES IN ZONE "X"
AS DEPICTED ON COMMUNITY PANEL
No. 48157C00851 AND 4857C00100J,
DATED 01-03-1997.
THIS INFORMATION IS BASED ON GRAPHIC
PLOTTING ONLY. WE DO NOT ASSUME
RESPONSIBILITY FOR EXACT DETERMINATION"

PLAT OF SURVEY
SCALE: 1" = 20'

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FOR: DANIEL R. NEMEC, JR.
CATHERINE D. NEMEC
ADDRESS: 24502 VIA SALERNO
COURT
ALLPOINTS JOB No.: DP12004 JF
G.F.: 083300948



ALLPOINTS
SERVICES CORP
PHONE: 713-468-7707
FAX: 713-827-1861

LOT 53, BLOCK 2,
LAKES OF BELLA TERRA, SECTION 3
PLAT NO. 20070002, PLAT RECORDS,
FORT BEND COUNTY, TEXAS.

I HEREBY CERTIFY THAT THIS PLAT REPRESENTS THE
RESULTS OF A SURVEY MADE ON THE GROUND, ON THE 30th
DAY OF OCTOBER, 2008.

Jose B. Bauri



ALLPOINTS SERVICES-CORP. COMMERCIAL/BUILDER DIVISION 1515WITTE ROAD, HOUSTON, TEXAS 77080

Rob [Signature] *Jose [Signature]*

LENDER: **AmCap Mortgage, Ltd.**

BORROWER(S): **DERODRICK THOMAS GATES AND SAGRARIO JAMILETH TOLEDO MORAN, HUSBAND AND WIFE**

PROPERTY: **24502 Via Salerno Court
Richmond, TX 77406**

LOAN NO.: **811248498**

DATE: **September 28, 2018**

**ACCEPTANCE OF PROPERTY CONDITION,
SURVEY AND TITLE EXCEPTION(S) RECEIPT
AND HOLD HARMLESS AGREEMENT**

I/We the undersigned Borrower(s) hereby acknowledge that the Property and all of its improvements, fixtures, appliances, and other parts are in good and satisfactory working order and in the condition as called for in the contract with Seller. If the Property is new construction, I/we find that the improvements erected on the above-mentioned Property have been completed substantially in accordance with the plans and specifications, and to my/our satisfaction, and that the terms of the contract between me/us and the contractor have been fully satisfied. If this is the purchase of an existing dwelling, I/we state that I/we are familiar with the Property and have accepted the condition thereof, and that all terms of the sales contract (including any required repairs and inspections) have been satisfied. The matters acknowledged in this paragraph are to the best of Borrower's knowledge and belief, and nothing in this Agreement is to be construed as a waiver of any claims, damages, causes of action, or rights under any warranty, express or implied against any party other than Lender, and its successors and assigns.

Further, I/we the undersigned Borrower(s) hereby certify that I/we have received, reviewed, and approved a copy of the attached survey, which is incorporated herein by reference and have signed or initialed and dated same for identification purposes. I/We are aware of the indicated encroachments, protrusions, easements, limitations, access, dimensions, and/or other conditions shown on the survey. I/We further certify that the Settlement Agent has provided me/us with a copy of the **Commitment for Title Insurance** and that I/we have reviewed and consent to all of the exceptions to title which will appear in an **Owner's Title Policy** for the Property.

In consideration of the Lender making a loan to Borrower(s), I/we hereby indemnify and hold Lender harmless from any claims, costs, damages, causes of action and expenses including attorney fees, arising as a result of the condition of the Property, matters shown by the survey, and exceptions stated in the **Commitment for Title Insurance** and **Owner's and Mortgagee Title Insurance Policies**.

In addition to the foregoing, and for the consideration recited above, I/we have been made aware of the following specific conditions affecting the above-described Property and I/we do hereby indemnify and hold harmless Lender, its successors and assigns from any claims, costs, damages, causes of action and expenses in any way arising from the following conditions:

Driveway encroaches 10 ft UE and 15 ft BL and fence does not follow property lines


DERODRICK THOMAS GATES

9/28/18
DATE

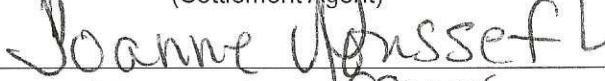

SAGRARIO JAMILETH TOLEDO MORAN

9/28/18
DATE

I state that as the Settlement Agent for the closing on the above-described Property I have provided a copy of the **Commitment for Title Insurance** to the Borrower(s). I also state that each Borrower has dated and signed the attached survey.


(Settlement Agent)

9/28/18
(Date)

By: 
Title: escrow officer



ENCROACHMENT ACKNOWLEDGMENT

RE: GF NUMBER: 04-019648-18
PROPERTY ADDRESS: 24502 Via Salerno Court, Richmond, TX 77406

LEGAL DESCRIPTION:
Lot Fifty-three (53), in Block Two (2), of Lakes of Bella Terra, Section Three (3), a subdivision in Fort Bend County, Texas, according to the map or plat thereof recorded under Plat No(s). 20070002, of the Plat Records of Fort Bend County, Texas.

We, the undersigned Purchaser(s)/Borrower(s), are aware of the following described encroachment(s), to wit:

Encroachment of the concrete into the storm sewer easement and water line easement, as reflected on the Survey dated October 30, 2008, by Jose B. Bauri, Registered Professional Land Surveyor No. 5026.

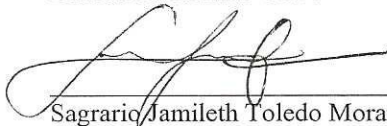
We, the undersigned, do hereby acknowledge that we have received a copy of a recent survey showing said encroachments on the herein above described property, and we jointly and severally, agree to remove at our expense, any and all such encroachments upon demand by any person or party having the right to make such demand.

We do further, hereby agree, that Celebrity Title Company, LLC and its underwriter, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, and the lender AmCap Mortgage, LTD have no responsibility or duty whatsoever concerning any of such encroachments, and we jointly and severally agree to Indemnify and Hold Harmless, Celebrity Title Company, LLC, Westcor Land Title Insurance Company, and AmCap Mortgage, LTD from any and all actions, causes of action, claims, demands, costs, expenses, and compensations on account of, or in any manner connected with or emanating from any of such encroachments.

EXECUTED September 28, 2018



Derodrick Thomas Gates

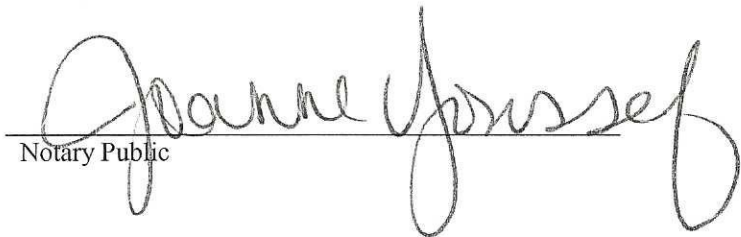
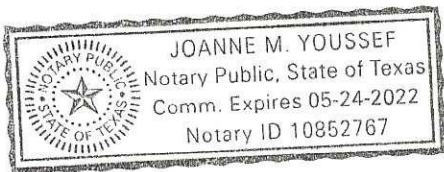


Sagrario Jamileth Toledo Moran

THE STATE OF TEXAS
COUNTY OF Fort Bend

BEFORE ME, the undersigned authority, on this day personally appeared Derodrick Thomas Gates and Sagrario Jamileth Toledo Moran 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 consideration as therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE ON September 28, 2018


Notary Public