HEWITT
TEXAS

NOTICE OF MEETING
OF THE PLANNING AND ZONING COMMISSION

Notice is given that a **PUBLIC** meeting will be held before the Planning and Zoning Commission of the City of Hewitt, on **Tuesday, July 11, 2017**, at **6:00PM in the City Council Room at Hewitt City Hall, 200 Patriot Court, Hewitt, Texas** at which time the following subjects will be discussed:

1. Call Planning and Zoning Commission Meeting to order.

2. Consider Approval of Minutes for the May 2, 2017, Planning and Zoning Commission regular meeting.

3. ***PUBLIC HEARING***. Members of the public will be allowed to speak for or against the request of Keith and Jennifer Billings to rezone from CO (Outdoor Commercial District) to R-1 (Single Family District), known as Sprowles J, Tract 1A, Instrument #2016007458 of the McLennan County Records, being approximately 2.01 +/- acres. Property is located at 1731 Spring Valley Road, Hewitt, McLennan County, Texas.

4. Discussion, consideration, action if any re: Recommendation to the City of Hewitt City Council for the request of Keith and Jennifer Billings to rezone from CO (Outdoor Commercial District) to R-1 (Single Family District), known as Sprowles J, Tract 1A, Instrument #2016007458 of the McLennan County Records, being approximately 2.01 +/- acres. Property is located at 1731 Spring Valley Road, Hewitt, McLennan County, Texas.

5. Adjourn.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Planning and Zoning Commission of the abovenamed City of Hewitt, Texas was posted on the Public Notice Board located in front of the City Hall before 5pm on July 7, 2017.

City of Hewitt

Eva Marie Greenup

Eva Marie Greenup, Zoning Secretary

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services, such as interpreters for persons who are deaf or having impaired, readers, large print or Braille, are requested to contact the Zoning Secretary at (254) 666-6173 at least 24 hours prior to the meeting, so that appropriate arrangements can be made.

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PLANNING AND ZONING COMMISSION

Charlie Turner – Chairman

Bobby Wolske

Kurt Krakowian

Walter H. Peterson

John J. Baker

Michael Lee Hix

Jonathan Denton Dulus

CITY STAFF

Adam Miles, City Manager

Miles Whitney, City Engineer

Tracy Lankford, Community Development Director

Eva Marie Greenup, Zoning Secretary

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MINUTES OF THE PLANNING AND ZONING COMMISSION
MAY 2, 2017 – 6:00PM

Members Present: Charlie Turner, Bobby Wolske, John Baker, Michael Hix

Members Absent: Walt Peterson, Kurt Krakowian, Jonathan Dulus

Staff Present: Tracy Lankford, Building Official, Miles Whitney, City Engineer, Eva Marie Greenup, Zoning Secretary

1. **Call Planning and Zoning Commission Meeting to order.** *Charlie Turner called the meeting to order at 6:00PM.*

2. **Consider Approval of Minutes for the January 3, 2017, Planning and Zoning Commission regular meeting.** *A motion was made by John Baker and seconded by Michael Hix to approve the minutes as submitted but allow for corrections; all four in favor, motion passed.*

3. **Discussion and possible action: Special Permit request for a Model home sales office by John Houston Custom Homes located at 204 Big Creek Loop, Hewitt Texas 76643, known as Sunflower Ridge Addition, Lot 8 Block 4, to the City of Hewitt as recorded in McLennan County Clerk's document 2017007703 of the Official Public Records of McLennan County, Texas.** *Speaking in favor was Jason Cooper, 107 Westridge Lane, Woodway. Those speaking against: NONE. A motion was made by John Baker and seconded by Bobby Wolske to approve the motion; all four in favor, motion passed. This recommendation will go before City Council on May 15, 2017.*

4. **Discussion and possible action: R-1 Single Family Residential to C-2 General Commercial on property located at 510 Spring Valley Boulevard, Hewitt Texas 76643, known as O'Campo C A-32 Tract 14 0.99+/- Acres as recorded in McLennan County Clerk's document 2012018672 of the Official Public Records of McLennan County, Texas.** *Speaking in favor was Sean Gathright, 510 Sun Valley Boulevard. Those speaking against: Randy Luster, 402 Ivy Lane. A motion was made by John Baker and seconded by Bobby Wolske to deny the motion; all four in favor, motion passed. Recommendation will go before City Council Meeting on May 15, 2017.*

5. **Discussion and possible action: Revision of City of Hewitt Ordinance for Hewitt Water Detail layouts for Typical Water Service-Elevation; Single Water Service Plan; Double Water Service Plan; 2" Water Service Elevation-Residential Use Only, Chapter 38.28.17 FLOODS, PART IV. DRAINAGE STANDARDS, I. Monuments and Iron Pins.** *Miles Whitney was present to answer any questions pertaining to the ordinance update. A motion was made by John Baker and seconded by Michael Hix to approve the motion; all four in favor, motion passed. Recommendation will go before City Council Meeting on May 15, 2017.*

6. **Adjourn.** *A motion was made by John Baker and seconded by Bobby Wolske to adjourn the meeting at 6:47PM, all four in favor, motion passed.*

______________________________ Chairman

______________________________ Date Approved

Eva Marie Greenup

Eva Marie Greenup, Zoning Secretary

APPLICATION REVIEW
Z-2017-3

HEARING DATE: July 11, 2017

1. CASE # Z-2017-3
PROPERTY ADDRESS: 510 Sun Valley Blvd.
LEGAL DESCRIPTION: Sprowles J Tract 1A 2.01Acres

2. APPLICANT: Keith And Jennifer Billings
MAILING ADDRESS: 601 Crestwood Dr, Hewitt, TX. 76643

When a zoning proposal is received that is not consistent with the Comprehensive Land Use Plan, the City may consider a change in the plan's policies or the Future Land Use Map. The review of the proposal should consider the following criteria:

- Will the proposed change enhance the site and the surrounding area
- Is the proposed change a better use than that recommended by the existing Future Land Use Map
- Will the proposed use impact adjacent residential areas in a negative manner, or will the proposed use be compatible with, and/or enhance adjacent residential areas
- Are the uses adjacent to the proposed use similar in nature in terms of appearance, hours of operation, and other general aspects of compatibility
- Does the proposed change do an equally good job of achieving the Comprehensive Plan's other policies related to livability and growth
- Can the proposed use be served by available public facilities and services
- Does the proposed use present a significant benefit to the public health, safety, and welfare of the community, and would it contribute to the City's long-term economic well- being

3. **REQUEST:**

LAND USE DESIGNATION:
From **COMMERCIAL to RESIDENTIAL**

(Land Use designation of R-1 RESIDENTIAL TO C-2 GENERAL COMMERCIAL DISTRICT)

ZONING:
From **C-O OUTDOOR COMMERCIAL to R-1 SINGLE-FAMILY RESIDENTIAL**

SUMMARY DESCRIPTION OF USES IN R-1: The purpose of the R-1, Single-Family District is to allow for single-family homes. This is the default zoning district for the city. Permitted Uses are as shown in Section 2.104(B).

CASE #Z-2017-3

PLANNING SERVICES REVIEW

NEIGHBORHOOD CHARACTER:
This property is located within a large area of Residential use. The large majority of the surrounding area is residential in nature.

PLANNING SERVICES RECOMMENDATION:

LAND USE:

Community Development recommends ***APPROVAL*** of the land use designation change from ***RESIDENTIAL to COMMERCIAL*** based on the following findings:

1) Residential land use is the dominant land use designation for the surrounding neighborhood.
2) The public infrastructure is adequate to provide for zoning districts allowed in the proposed residential land use designation.
3) The property is located on a local street.

ZONING:

Community Development recommends ***APPROVAL*** of this request to change the zoning from ***C-O to R-1*** based on the following findings:

1) The proposed zoning is in keeping with the land use component of the Comprehensive Plan.
2) The public infrastructure is adequate to provide for uses allowed in R-1 zoning district.
3) The property meets all the size and width requirements for R-1 zoning.
4) The property is located on a public street.

Notices: 10 mailed; returned,

CASE NO. Z-2017-3

ENGINEERING SERVICES DATA

1. Street condition: Good__X___ Acceptable___ Needs Reconstruction_____

2. Street width: Existing: ROW_100'_ Pavement__36'+-

   Required: ROW_ Pavement

3. Curb and Gutter:
   Needs to be installed______ Exists______ Needs Reconstruction_____

4. Offsite Drainage facilities are adequate to meet additional runoff resulting from the rezoning.

5. Water is available to the property, and it will serve the heaviest uses allowed under the requested zoning.

6. Sewer is available to the property.

7. Engineering Department comments and recommendations:

   None

CASE NO. Z-2017-3

INSPECTION SERVICES REVIEW

Comments

No objections.

FIRE DEPARTMENT REVIEW:

ANTICIPATED FIRE RESPONSE TIME:
IS THE FIRE RESPONSE TIME ADEQUATE?: _Y_ (Y) YES (N) NO

Fire Department Comments and Recommendations: No comments

HEALTH DEPARTMENT REVIEW

INSPECTION/PERMIT REQUIRED __Y__ (Y) YES (N) NO

DATE OF INSPECTION: To be determined

Health Department Comments and Recommendations: None

POLICE DEPARTMENT REVIEW

No Comments

CASE #Z-2017-3

PROPERTY OWNERS LIST

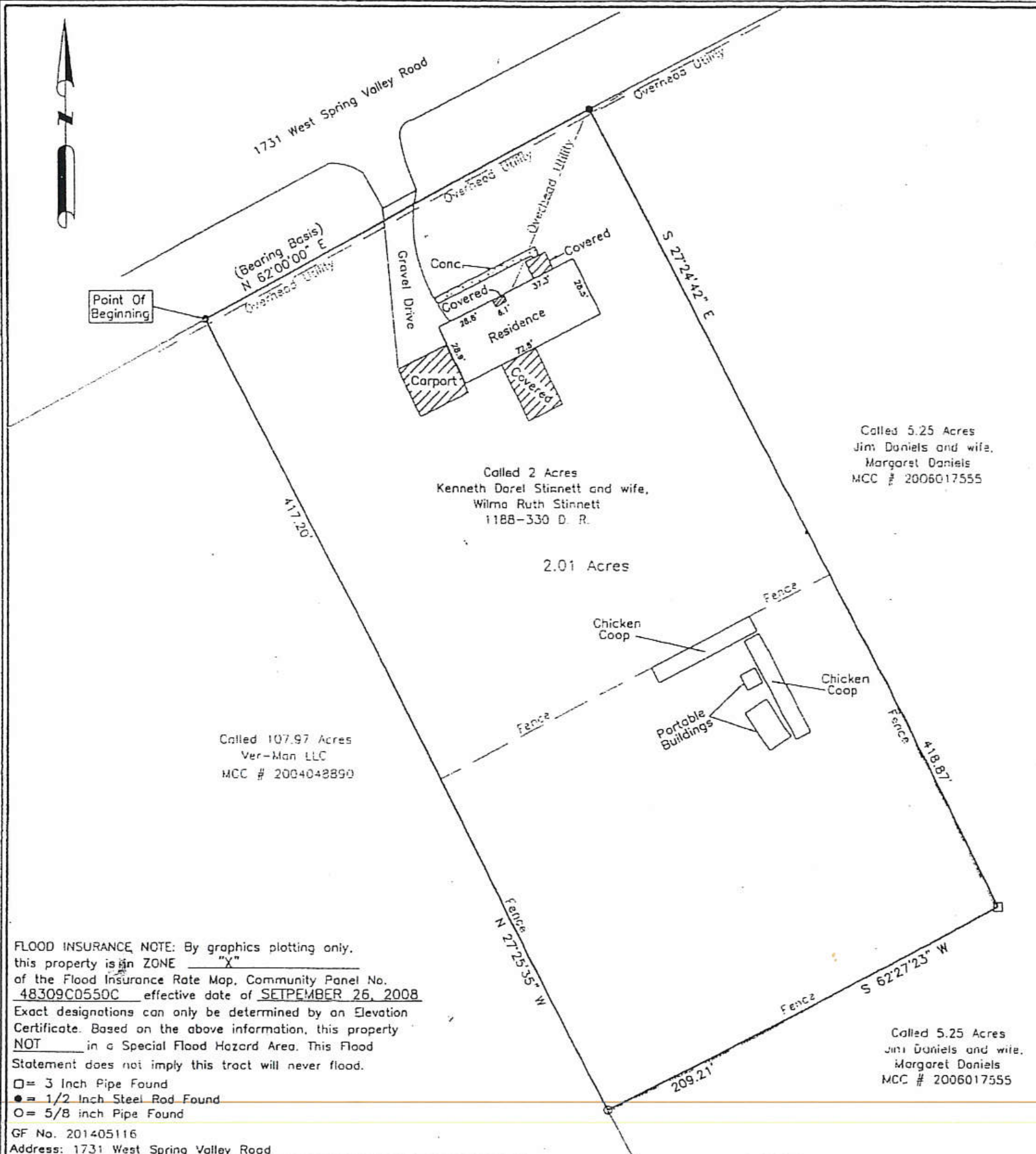
Applicant: Keith and Jennifer Billings

Owner: Keith and Jennifer Billings

Google Earth

feet 10
meters 5

Exhibit "A"



FLOOD INSURANCE NOTE: By graphics plotting only, this property is in ZONE "X" of the Flood Insurance Rate Map, Community Panel No. 48309C0550C effective date of SETPEMBER 26, 2008. Exact designations can only be determined by an Elevation Certificate. Based on the above information, this property NOT in a Special Flood Hazard Area. This Flood Statement does not imply this tract will never flood.

□= 3 Inch Pipe Found
●= 1/2 Inch Steel Rod Found
○= 5/8 Inch Pipe Found

GF No. 201405116
Address: 1731 West Spring Valley Road

DESCRIPTION

Being 2.01 acres of land in the City of Hewitt, McLennan County, Texas, and being all of that called 2 acres of land described in a deed to Kenneth Darel Stinnett and wife, Wilma Ruth Stinnett, recorded in Volume 1188, Page 330 of the Deed Records of McLennan County, Texas, and being that same tract of land described in a deed to Lester E. Robertson, recorded in Volume 1033, Page 383 of the Deed Records of McLennan County, Texas, and being further described as follows:

Beginning at a 1/2 inch steel rod found in the South line of West Spring Valley Road and at the West corner of said 2 acres and at a North corner of that called 107.97 acres of land described in a deed to Ver-Man LLC, recorded under McLennan County Clerk's File Number 2004048890 of the Official Public Records of McLennan County, Texas and at the West corner of this;

Thence North 62 Degrees 00 Minutes 00 Seconds East (Bearing Basis) a distance of 209.33 feet along the South line of said West Spring Valley Road and along the Northwest line of said 2 acres to a 1/2 inch steel rod found at the North corner of said 2 acres and at a West corner of that called 5.25 acres of land described in a deed to Jim Daniels and wife, Margaret Daniels recorded under McLennan County Clerk's File Number 2006017555 of the Official Public Records of McLennan County, Texas, and at the North corner of this;

Thence South 27 Degrees 24 Minutes 42 Seconds East a distance of 418.87 feet partially along a fence and along the East line of said 2 acres and along the West line of said 5.25 acres to a 3 inch pipe found at an interior corner of said 5.25 acres and at the East corner of said 2 acres and at the East corner of this;

Thence South 62 Degrees 27 Minutes 23 Seconds West a distance of 209.21 feet generally along a fence and along a Northwest line of said 5.25 acres and along the Southeast line of said 2 acres to a 5/8 inch pipe found in a East line of said 107.97 acres and at the South corner of said 2 acres and at the South corner of this;

Thence North 27 Degrees 25 Minutes 35 Seconds West a distance of 417.20 feet partially along a fence and along the East line of said 107.97 acres and along the West line of said 2 acres to the Point of Beginning, containing 2.01 acres.

NOTES ACCORDING TO SCHEDULE "B" (GF No. 201405116)

10.f.) Easement 590-540 D. R. - May affect subject tract cannot plot due to vague description.
10.g.) Easement 775-364 D. R. - May affect subject tract cannot plot due to vague description.
10.i.) Easement 920-420 D. R. - Blanket easement may affect subject tract.

Certified correct plat of an actual on-the-ground survey performed under my supervision during the month of August 2014, there are no visible discrepancies, conflicts, or shortages in area or boundary lines, or any visible encroachments, protrusions or any overlapping of any improvements except as shown hereon; and certifies only to the legal description and easements shown on the referenced title commitment.

R. S. Martin Jr., R.P.L.S. 2170

STATE OF TEXAS REGISTERED R. S. MARTIN, JR. 2170 PROFESSIONAL LAND SURVEYOR

0' 50' 100' 150'

Boundary Survey
Prepared For:
American Guaranty Title
1227A N. Valley Mills Dr. Waco, TX 76710
By: Martin & Associates
TBPLS Firm Registration # 10026800
500 N. Valley Mills Drive, Suite 208
Waco, Texas 76710 - 254.300.5961

Scale: 1"=50'	Date: 8/12/14	
Drawn: ckm	Checked: rm	Job:2014-278

LEGAL DESCRIPTION

BEING 2.01 acres of land in the City of Hewitt, McLennan County, Texas, and being all of that called 2 acres of land described in a deed to Kenneth Darel Stinnett and wife, Wilma Ruth Stinnett recorded in Volume 1188, Page 330 of the Deed Records of McLennan County, Texas, and being that same tract of land described in a deed to Lester E. Robertson, recorded in Volume 1033, Page 383 of the Deed Records of McLennan County, Texas, and being further described as follows:

BEGINNING at a 1/2 inch steel rod found in the south line of West Spring Valley Road and at the west corner of said 2 acres and at a north corner of that called 107.97 acres of land described in a deed to Ver-Man LLC, recorded under McLennan County Clerk's File Number 2004048890 of the Official Public Records of McLennan County, Texas and at the west corner of this;

THENCE North 62 degrees 00 minutes 00 seconds East (Bearing Basis) a distance of 209.33 feet along the south line of said West Spring Valley Road and along the northwest line of said 2 acres to a 1/2 inch steel rod found at the north corner of said 2 acres and at a west corner of that called 5.25 acres of land described in a deed to Jim Daniels and wife, Margaret Daniels recorded under McLennan County Clerk's File Number 2006017555 of the Official Public Records of McLennan County, Texas, and at the north corner of this;

THENCE South 27 degrees 24 minutes 42 seconds East a distance of 416.87 feet partially along a fence and along the east line of said 2 acres and along the west line of said 5.25 acres to a 3 inch pipe found at an interior corner of said 5.25 acres and at the east corner of said 2 acres and at the east corner of this;

THENCE South 62 degrees 27 minutes 23 seconds West a distance of 209.21 feet generally along a fence and along a northwest line of said 5.25 acres and along the southeast line of said 2 acres to a 5/8 inch pipe found in an east line of said 107.97 acres and at the south corner of said 2 acres and at the south corner of this;

THENCE North 27 degrees 25 minutes 35 seconds West a distance of 417.20 feet partially along a fence and along the east line of said 107.97 acres and along the west line of said 2 acres to the Point of Beginning, containing 2.01 acres of land, more or less.

HEWITT
TEXAS

PLANNING AND ZONING ADMENDMENT OF THE ZONING ORDINANCE

Legal Description of Property: Sprowles J. Tract 1A Acres 2.0

Describe the location of the property as submitted by this application. This may be in the form of a street address, general description, or nearest intersection.

1731 Spring Valley Road, Hewitt Texas 76643

Zoning Change From CO (Commerical Outdoor) to R-1(Single Family District).

Please describe the interest in property: We bought the property and wish to make it our home, someday, it needs to be updated.

Existing Building(s) on Property: Chicken coop

Total square feet of all Buildings on Property: 1176 square feet

Please provide the following recording information and a copy of the document(s) listed below with this application:

Ownership (deed): Doc. #/MCC No.: 2016007458

Please provide the proposed meeting date for this application to be considered (See Meeting Schedule): July 11, 2017

The rezoning application must be completed along with the following information:

1. A notarized letter from the property owner authorizing applicant to present the request, if the property owner will not be presenting the request and stating reasons for request.
2. Submit one (1) PDF file, one (1) hardcopy, one (1) CAD file of plat for review purposes – Must be in State Plane Coordinates using the Texas Central Zone NAD 83.
3. Submit one (1) copy of building plans, if existing building(s) exist.
4. Non-refundable application fee (see Fee Schedule)
5. Application, fee, documents, etc., in completed form must be submitted to the Planning Department before or no later than 12:00 noon on the deadline date (see schedule).

I attest that the above information is true and correct to the best of my knowledge and I am now or will be fully prepared to present the above proposal at the Planning and Zoning Commission hearing. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the City.

I, understand that in the event the undersigned is not present or represented at the public hearing, the Planning and Zoning Commission shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by both the Planning and Zoning Commission and the City Council.

I reserve the right to withdraw this proposal. However, written withdrawals filed at any time after the giving of notice to the Planning and Zoning Commission shall constitute a denial by the Commission and City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Name of Property Owner: Keith + Marie Billings

Telephone Number: 254-715-1794 - 254-424-3059

Mailing Address: 601 Crestwood Dr. Hewitt, TX 76643

Email Address: mariebillings@yahoo.com

Signature of Property Owner: [signature]

Date: 05-30-2017

Name of Applicant/Representative: Same

Telephone Number: ______

Mailing Address: ______

Email Address: ______

Signature of Applicant/Representative: ______

Date: ______

8015099

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.

Deed of Trust
And Security Agreement
Terms

The undersigned authority hereby certifies that this is a true and correct copy of the original document.

TEXAS CENTRAL TITLE, LLC
WALT FAIR, PLLC

By S. Hicks

Date: March 8, 2016

Grantor: Keith Billings and spouse, Jennifer Marie Billings

Grantor's Mailing Address: 601 Crestwood Drive
Hewitt, McLennan County, Texas 76643

Trustee: Robert C. Rigney

Trustee's Mailing Address: P. O. Box 21145
Waco, McLennan County, Texas 76702

Lender: Independent Bank

Lender's Mailing Address: P. O. Box 21145
Waco, McLennan County, Texas 76702

Obligation

Note

Date: March 8, 2016

Original principal amount: $89,500.00

Lender: Independent Bank

Maturity date: As set out in said Note

Other Debt: THIS CONVEYANCE IS ALSO MADE IN TRUST TO SECURE PAYMENT OF ALL OTHER PRESENT AND FUTURE DEBTS THAT GRANTOR MAY OWE TO LENDER, REGARDLESS OF HOW ANY OTHER SUCH DEBT IS INCURRED OR EVIDENCED. PAYMENT ON ALL PRESENT AND FUTURE DEBTS OF GRANTOR TO LENDER WILL BE MADE AT WOODWAY IN MCLENNAN COUNTY, TEXAS, AND THE DEBTS WILL BEAR INTEREST AS PROVIDED IN NOTES OR OTHER EVIDENCES OF DEBT THAT GRANTOR WILL GIVE TO LENDER. THIS CONVEYANCE IS ALSO MADE TO SECURE PAYMENT OF ANY RENEWAL OR EXTENSION OF ANY PRESENT OR FUTURE DEBT

THAT GRANTOR OWES TO LENDER, INCLUDING ANY LOANS AND ADVANCEMENTS FROM LENDER TO GRANTOR UNDER THE PROVISIONS OF THIS DEED OF TRUST. WHEN GRANTOR REPAYS ALL DEBTS OWED TO LENDER, THIS DEED-OF-TRUST LIEN WILL TERMINATE ONLY IF LENDER RELEASES THIS DEED OF TRUST AT THE REQUEST OF GRANTOR. UNTIL LENDER RELEASES IT, THIS DEED OF TRUST WILL REMAIN FULLY IN EFFECT TO SECURE OTHER PRESENT AND FUTURE ADVANCES AND DEBTS, REGARDLESS OF ANY ADDITIONAL SECURITY GIVEN FOR ANY DEBT AND REGARDLESS OF ANY MODIFICATION. NOTWITHSTANDING THE PRECEDING, THE PROVISIONS OF THIS PARAGRAPH SHALL NOT APPLY TO ANY DEBT BETWEEN BENEFICIARY AND GRANTOR WHICH ARE OTHERWISE GOVERNED BY THE PROVISIONS OF CHAPTERS 3, 4, AND 15 OF THE TEXAS CREDIT CODE.

Property (including any improvements):

Being 2.01 acres of land in the City of Hewitt, McLennan County, Texas and being further described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with the following personal property:

All fixtures, supplies, materials, and other goods of every nature now or hereafter located, used, or intended to be located or used on the Property;

All accounts, contract rights, instruments, documents, general intangibles, and chattel paper and tort claims arising from or by virtue of any transactions relating to the Property, and all after-acquired collateral of the same classification;

All permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Property;

All proceeds payable or to be payable under each policy of insurance relating to the Property; and

All products and proceeds of the foregoing, including chattel paper or instruments constituting proceeds of the inventory and in proceeds of such chattel paper and instruments, including documents, including documents of title, warehouse receipts and bills of lading, covering equipment and/or inventory; equipment; inventory; and consumer goods, and all after-acquired collateral of the same classification.

Notwithstanding any other provision in this deed of trust, the term "Property" does not include personal effects used primarily for personal, family, or household purposes.

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

Clauses and Covenants

A. Grantor's Obligations

Grantor agrees to—

1. keep the Property in good repair and condition;

2. pay all taxes and assessments on the Property before delinquency;

3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;

4. maintain, in a form acceptable to Lender, an insurance policy that—

    a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;

    b. contains an 80 percent coinsurance clause;

    c. provides all-risk coverage;

    d. protects Lender with a standard mortgage clause;

    e. provides flood insurance at any time the Property is in a flood hazard area; and

    f. contains such other coverage as Lender may reasonably require;

5. comply at all times with the requirements of the 80 percent coinsurance clause;

6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;

7. obey all laws, ordinances, and restrictive covenants applicable to the Property;

8. keep any buildings occupied as required by the insurance policy; and

9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and

10. notify Lender of any change of address.

B. Lender's Rights

1. Lender or Lender's mortgage servicer may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

3. Lender may apply any proceeds received under the insurance policy either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.

4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If there is a default on the Obligation or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may—

   a. declare the unpaid principal balance and earned interest on the Obligation immediately due;

   b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and

c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will—

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order—

   a. expenses of foreclosure, including a reasonable commission to Trustee;

   b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

   c. any amounts required by law to be paid before payment to Grantor; and

   d. to Grantor, any balance; and

4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

D. General Provisions

1. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any trustee's deed conveying the Property will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

5. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

6. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

7. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default with respect to the Obligation or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Obligation and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Obligation or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations with respect to the Obligation and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a

receiver under Texas law.

8. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

9. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

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

11. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

12. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

13. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

14. Grantor and each surety, endorser, and guarantor of the Obligation waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

15. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

16. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

17. The term *Lender* includes any mortgage servicer for Lender.

18. In addition to creating a deed-of-trust lien on all the real and other property described above, Grantor also grants to Lender a security interest in all of the

above-described personal property pursuant to and to the extent permitted by the Texas Uniform Commercial Code.

19. In the event of a foreclosure sale under this deed of trust, Grantor agrees that all the Property may be sold as a whole at Lender's option and that the Property need not be present at the place of sale.

20. Grantor agrees to (a) keep at Grantor's address, or such other place as Lender may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (b) prepare financial accounting records in compliance with generally accepted accounting principles consistently applied; and (c), at Lender's request from time to time, permit Lender to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time.

21. Grantor agrees to deliver to Lender, at Lender's request from time to time, financial statements of Grantor and each guarantor of the Note prepared in accordance with generally accepted accounting principles consistently applied, in detail reasonably satisfactory to Lender and certified to be true and correct by Grantor.

22. Lender may declare the debt secured by this deed of trust immediately payable and invoke any remedies provided in this deed of trust for default if Grantor transfers any of the Property to a person who is not a permitted transferee without Lender's consent or, if Grantor is not a natural person, if any person owning a direct or indirect interest in Grantor transfers such interest to a person that is not a "permitted transferee" without Lender's consent. "Permitted transferee" for a natural person means that person's spouse or children, any trust for that person's benefit or the benefit of the person's spouse or children, or any corporation, partnership, or limited liability company in which the direct and beneficial owner of all the equity interest is a natural person or that person's spouse or children or any trust for the benefit of them; and the heirs, beneficiaries, executors, administrators, or personal representatives of a natural person on the death of that person or on the incompetency or disability of that person for purposes of the protection and management of that person's assets; and for a person that is not a natural person, any other person controlling, controlled by, or under common control with that person.

23. Grantors represent to Lender that no part of the Property is either the residential or business homestead of such Grantor and that Grantor neither resides nor intends to reside in nor conducts nor intends to conduct business on the Property. Grantors renounce all present and future rights to a homestead exemption for the Property. Grantor acknowledges that Lender relies on the truth of representations in this paragraph in making the loan secured by this deed of trust.

24. The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor dated March 8, 2016. The vendor's lien is transferred to Lender by the deed. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative.

Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both.

Keith Billings

Jennifer Marie Billings

STATE OF TEXAS

COUNTY OF MCLENNAN

This instrument was acknowledged before me on March 8, 2016, by Keith Billings and spouse, Jennifer Marie Billings.

STEPHANIE HICKS
Notary Public, State of Texas
My Commission Expires
September 14, 2019

Stephanie Hicks
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

PREPARED IN THE LAW OFFICES OF:
J. David Carpenter
Carpenter & Croft
5400 Bosque Blvd., Suite 210
Waco, Texas 76710
254.300.7909

CITY OF HEWITT, TEXAS
A NOTICE OF PUBLIC HEARING ON A
REQUESTED AMENDMENT TO THE
ZONING DISTRICT MAP

Date: June 26, 2017
RE: Case # Z-2017-3

Dear Sir or Madam:

This is to advise that there has been a request made by Keith and Jennifer Billings to rezone from C-O Outdoor Commercial to R-1 Single- Family Residential on property located 1731 Spring Valley Rd. more particularly described as follows:

Sprowles J Tract 1A 2.01+/- Acres
(See map on reverse side)

NOTICE OF HEARING BEFORE PLANNING AND ZONING COMMISSION

Notice is hereby given that a public hearing will be held before the City Planning and Zoning Commission of the City of Hewitt on Tuesday, the 11th day of July, 2017 in the City Council room at Hewitt City Hall, 200 Patriot Court at 6:00 p.m., regarding this requested land use and zone change. The Planning and Zoning Commission will forward a recommendation to the City Council.

NOTICE OF HEARING BEFORE CITY COUNCIL

Notice is hereby given that a public hearing will be held by the City Council of the City of Hewitt on Monday, the 24th day of July, 2017, in the City Council Room at Hewitt City Hall, 200 Patriot Court at 7:00 P.M., regarding this requested land use and zone change.

According to City Tax Records, you are the owner of property which is located within two hundred (200) feet of the area of the proposed change of land use designation and zoning. This is a Notice of the public hearings, at which any interested persons will be given an opportunity to be heard. In hearing this matter, the City Planning and Zoning Commission and City Council may approve the request as submitted, may approve an amended request, or may deny the request.

For more information on the Comprehensive Plan, its land use classifications and its role in the Planning and Zoning process, you may contact the Community Development Department at 666-6173, or at 103 N. Hewitt Drive.

Very truly yours,

Tracy Lankford
Community Development Director

NO OTHER NOTICE WILL BE MAILED

HEWITT
TEXAS

June 26, 2017

Dear Property Owner:

This is to confirm your request to change the zoning classification from C-O Outdoor Commercial to R-1 Single Family Residential on property located at 1731 Spring Valley Rd.. more particularly described as follows:

Sprowles J Tract 1A 2.01+/- Acres
(See map on reverse side)

State laws require that all zoning must be in conformance with the Comprehensive Plan.

FIRST HEARING:

The First hearing will be held before the City Planning and Zoning Commission.

Day and Date: Tuesday, July 11 , 2017
Time: 6:00 P.M.
Place: City Council room at Hewitt City Hall, 200 Patriot Court

SECOND HEARING: (Occurs only after a decision is made by Planning and Zoning Commission)

Day and Date: Monday, July 24 , 2017
Time: 7:00 P.M.
Place: City Council Room at Hewitt City Hall, 200 Patriot Court

The City Council makes the final decision on the request for change. They may grant or deny the comprehensive plan change, or in some instances, refer the request back to the Planning and Zoning Commission for further study.

For more information on the Zoning Ordinance, its land use classifications, set back lines, parking requirements, etc., you may contact the Community Development Department at 666-6173, or at 103 N. Hewitt Drive.

Very truly yours,

Tracy Lankford
Community Development Director

Case # Z-2017-3