





# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
Edinburg, Texas 78542  
956-318-2840  
956-318-2844

Precinct No.1 Substation  
1902 Joe Stephens Ave.  
Weslaco, TX 78596  
956-968-4734  
956-973-7850

Precinct No.3 Substation  
2401 N. Moorefield Rd.  
Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct ① 2 3 4

Raul E. Sesin, P.E., CFM  
Planning Administrator

Application No: 1-8391

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Beatriz Lozoya

Address: 12676 Creek Place  
Mercedes Tx  
78570

Phone: 577-2632-742-1427

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		
Date Approved:	<u>1 / 1</u>	<u>10/4/2011</u>

Water Supplier: North Alamo. WSC.

Utility Provider: [ ] M.V.E.C. [  ] AEP

Account/ESI No.: \_\_\_\_\_  
[  ] Temporary Pole [ ] Permanent Service

regarding the land described as:

Indian Hills Cate 401

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- Yes A plat has been prepared;
- Yes A plat has been reviewed and approved by the Commissioners Court;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved Feb-6<sup>th</sup>-1984;

(verified by Cristina Pecina);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

10-4-11  
Date

ATTEST: \_\_\_\_\_  
Hidalgo County Clerk

10-4-11  
Date



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Precinct 1 2 3 4

Application No: 1-8391

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: Beatriz Lozoya

Address: 12676 Creek Place  
Mercedes Tx 785570

Phone: 577-2632-742-1428

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Indian Hills lot # 401

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Beatriz Lozoya  
Requesting Party (Signature)

10-4-11  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

10/4/11  
Date

[Signature]  
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:  
1-8391  
Oct. 4, 2011

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1902 JOE STEPHENS WESLACO TX 78596  
TEL 968-4724 FAX 447-8612

I2230-00-001-0401-00

[ 1 ] OWNER: CARREON , JESUS  
12676 CREEK PLACE  
MERCEDDES TX 78570

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
INDIAN HILLS LOT 401 BLK 1

Telephone No. 577-2632

LOCATION: 0 491 & MILE 11 N.

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: PUBLI

[ 3 ] WATER SYSTEM: CITY

[ 9 ] CONSTRUCTION TYPE: META

[ 4 ] PURPOSE OF APPLICATION: MOBILE HOMES  
20-MOBILE HOMES

[10] EST. COST OF CONST.: \$2,000

[ 5 ] SIZE OF STRUCTURE: 704 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: REST. ZONE X-20

**Special Conditions: No construction allowed over any easements.**  
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS  
SETBACKS FRONT:20' REAR:15' SIDE:6' SIDE:6'  
MIN. ELEV. ABOVE CENTER LINE ST. 18"

FOR COUNTY USE ONLY  
APPLICATION FEES

Prepared by [Signature] Date 10/4/11

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . \$30.00

Approved by JONATHAN ISIDRO Date 10/2/11

Light [X] Water [X]  
Flood Zone: NO  
Panel No. /Suffix: 0450 Pct: 1

Signature of Owner or Applicant [Signature] Date 10-4-11

Community No.: 980334  
Certification of Elevation  
Required:  YES  NO  BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[ NOTICE ]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

## WARRANTY DEED WITH VENDOR'S LIEN

DATE: April 25, 2011

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 800 N. McColl  
McAllen, Hidalgo County, Texas 78501

GRANTEE: Jesus Carreon and Beatriz Lozoya

GRANTEE'S MAILING ADDRESS: 1205 W. Garfield  
Harlingen, Texas 78550

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Thirteen thousand Five hundred and NO/100 Dollars ( \$13500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Four hundred One (401), Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2011 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors, to warrant and forever defend all and singular the Property to Grantee and Grantee's heir, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty. Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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

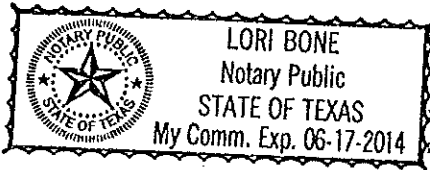
Grantee accepts the herein described property as is, where is and with all faults, and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

*Robert L. Schwarz*  
-----  
Robert L. Schwarz

STATE OF TEXAS ) (

COUNTY OF HIDALGO ) (

This instrument was acknowledged before me on the *3rd* day of *May*, *2011* by Robert L. Schwarz



*Lori Bone*  
-----

Notary Public, State of Texas

Notary's name (printed) :

Notary's commission expires :

**BUYER'S ACCEPTANCE OF DEED**  
**04-25-2011**

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

*Jesus Carreon*  
-----  
Jesus Carreon

*Beatriz Lozoya*  
-----  
Beatriz Lozoya

AFTER RECORDING RETURN TO :  
Harold Munal  
400 N. McCall  
McAllen, Texas 78501

## EXHIBIT "A"

1. Minimum floor elevations, setback lines and utility easements as shown on the map of Indian Hills Subdivision, recorded in Volume 23, Page 180 and 181 and amended map recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.
2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restrictions as shown on the recorded and dedicated map of the above described subdivision.
3. Easement and Agreement in favor of Central Power and Light Company, dated January 23, 1984, recorded in Volume 1944, Page 183, Official Records of Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map.
4. Pipeline easement in favor of Rio Grande Valley Gas Company, as shown by instrument dated April 10, 1985, recorded in Volume 2123, Page 740, Official Records of Hidalgo County, Texas.
5. Right of Way Easements in favor of Hidalgo County as shown by instrument dated September 10, 1953, recorded in Volume 782, Page 561, Deed Records of Hidalgo County, Texas.
6. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by D'Hemecourt Properties, Inc. to Southprot Exploration, Inc., dated March 15, 1982, recorded in Volume 415, Page 232, Oil and Gas Records of Hidalgo County, Texas.
7. Taxes for the year 2011, and all Subsequent years and all subsequent assessments for prior years.
8. Subject to Subdivision regulations of the County of Hidalgo State of Texas and/or Zoning and Building Ordinances and Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.
9. Agreement in favor of Valley Electric and Ice Company as set forth in instrument dated August 25, 1925, recorded in Volume 197, Page 291, Deed Records of Hidalgo County, Texas.
10. Agreement by and between Border Pipeline Company, Western Natural Gas Company and Rio Grande Valley Gas Company as to use of pipeline as set forth in instrument dated May 1, 1963, recorded in Volume 1115, Page 285, Deed Records of Hidalgo County, Texas.
11. Pipeline easement in favor of Mercedes Fuel Company as shown by instrument dated April 24, 1937 recorded in Volume 431, Page 254, Deed Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by Euchariste M. D'Hemecourt, Individually and as Independent Executor of the Estate of George A. D'Hemecourt, Deceased, to Karl Hoblitzelle, dated February 1, 1956, recorded in Volume 184, Page 37, Oil and Gas Records of Hidalgo County, Texas.
13. Building restrictions, a copy of which has been reviewed with grantee(s) and which are recorded under Doc # 321859 in the office of the County Clerk of Hidalgo County, Texas.

AFTER RECORDING RETURN TO :

Harold Munal

800 North McCall

McAllen, Texas 78501

14. Any claim or allegation in bankruptcy proceedings filed by or on behalf of Edgar Alfaro and Ana Julia Alfaro within one year from May 4, 2010 that the Foreclosure Sale Deed from Victor R. Perez, Trustee to Robert L. Schwarz recorded under Doc. # 2099595 in the office of the County Clerk of Hidalgo County, Texas, was a fraudulent transfer. Effects of any attach under Creditor's Rights Law, State Insolvency Law or Federal Bankruptcy Law by Creditor Edgar Alfaro and Ana Julia Alfaro on the title or interest conveyed.

15. Rights of any party in and to the improvements located on the property.

16. Rights of parties in possession.

After Recording Return to:

Harold Munal

800 N. McCall Rd.

McAllen, TX 78501