



# HIDALGO COUNTY PLANNING DEPARTMENT

1304 SOUTH 25<sup>TH</sup> STREET  
EDINBURG TEXAS 78539  
Tel. 956-318-2840 Fax. 956-318-2844

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

## HIDALGO COUNTY COMMISSIONERS COURT MEETING

DATE: 11-13-2012

PROPOSED VISTA RIDGE ACRES PHASE 4 SUBDIVISION, PRECINCT No. 1.

ENGINEER: QUINTANILLA, HEADLEY AND ASSOC. DEVELOPER: JACK McClelland

PRELIMINARY APPROVAL  FINAL APPROVAL  FINAL APPROVAL WITH FINANCIAL GUARANTEE  WITH VARIANCE  
NUMBER OF LOTS: 27  \*SINGLE FAMILY  \*MULTI-FAMILY  COMMERCIAL  INSTITUTIONAL

LOCATION DESCRIPTION: West of Noren Drive Approximate 1/4 mile North of Mile 19 North Road

SUBDIVISION LIES WITHIN THE:  The rural area of the County.  
 ETJ of \_\_\_\_\_ and was approved administratively by said City.  
 ETJ of \_\_\_\_\_ and was approved by the P & Z and City Commission of said City

DRAINAGE REPORT WAS APPROVED BY HCDD#1: ON 05-22-12 PROPERTY LIES WITHIN FLOOD ZONE: "X" (shaded) & "A" AS PER FEMA.

DRAINAGE DESIGN: Drainage detention swales and storm drainage pipe system.

DISTANCE TO A DRAIN DITCH: Southeast corner of subdivision development.

ROAD R.O.W. DEDICATION: 20 feet on Norene Drive.

H.C.R.O.W. APPROVED DATE: 07-09-2012; By, Roy Gonzales R.O.W. AGENT

SEWER SYSTEM:  OSSF & SOIL ANALYSIS WERE CONDUCTED BY: Jose A. Gonzalez  
 OSSF HAVE BEEN INSTALLED AND INSPECTED BY HCHD ON: \_\_\_\_\_  
 SANITARY SEWER BY: \_\_\_\_\_ LINE SIZE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

WATER SERVICE PROVIDER: N.A.W.S.C. LINE SIZE: 8" LOCATION: Vista Ridge Drive

H.C.O.E.C. APPROVED DATE: 07-09-2012; By Ann Marie De La Fuente, Administrative Assistant

### SMALL CONSTRUCTION

The applicant has submitted the required small construction site notice as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

### LARGE CONSTRUCTION

The applicant has submitted the required NOI as per Part II, Section E of the TPDES General Permit for Construction Activities (TXR150000) along with a copy of the Erosion Control Plan for the proposed project.

REQUEST FOR FINAL APPROVAL WITH:  Cash Deposit: Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

A Letter of Credit Financial Institution: \_\_\_\_\_ L.O.C No. \_\_\_\_\_  
Amount: \$ \_\_\_\_\_ For:  OSSF(S)  PAVING  DRAINAGE  STREET SIGNS

PRELIMINARY APPROVAL FROM  
THE HIDALGO COUNTY ADVISORY BOARD ON: \_\_\_\_\_, 20\_\_\_\_.

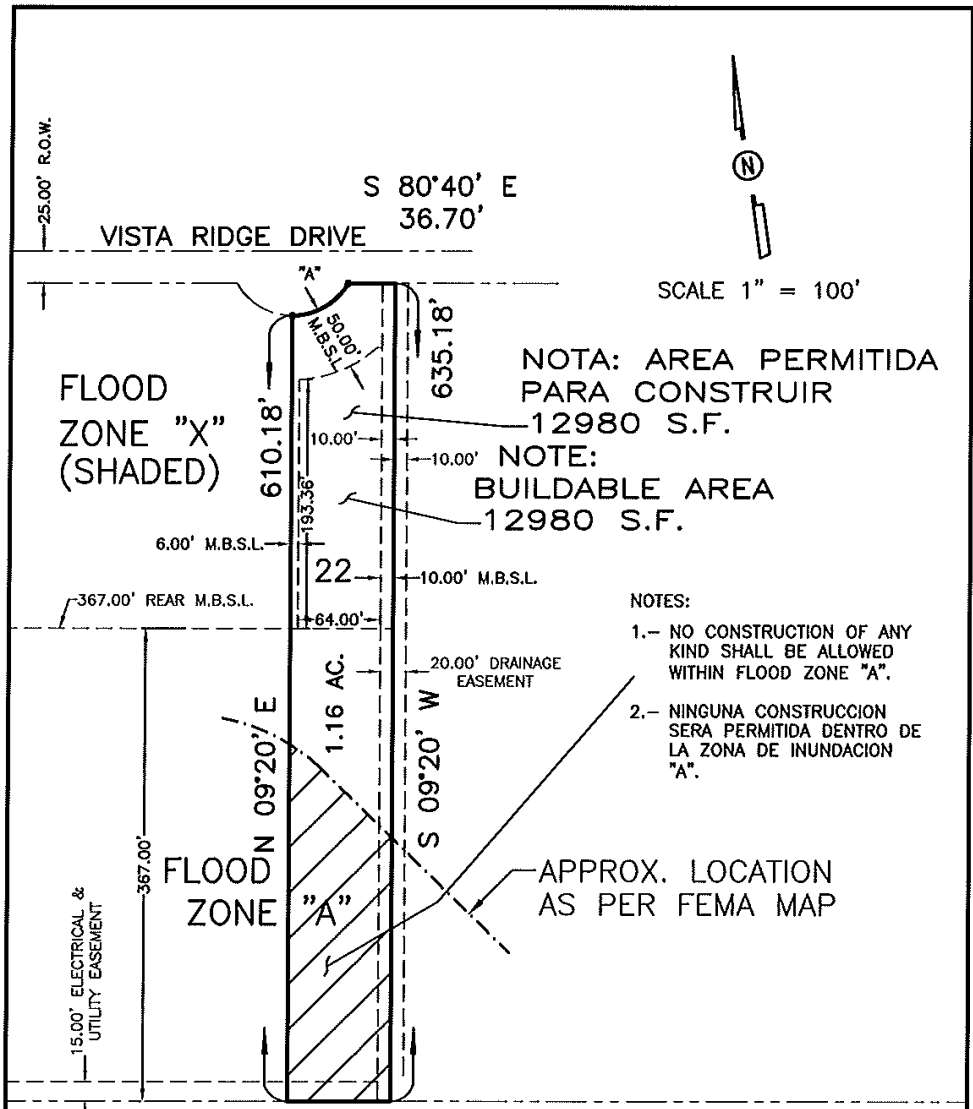
STAFF RECOMMENDS:  Preliminary Approval subject to comments and future recommendations by planning, other departments and the approval of the City of \_\_\_\_\_.

Preliminary Approval subject comments and future recommendations by planning and other Departments

Final Approval subject to recommendations other departments

Final Approval with financial guarantee.

**\* This subdivision plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and The Texas Local Government Code.**



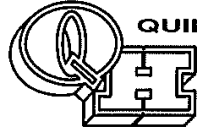
SCALE 1" = 100'

N 80°40' W  
80.00'

CURVE DATA			
CURVE	Δ	RADIUS	LENGTH
"A"	60°00'00"	50.00'	52.36'

**EXHIBIT "A"**

SITE PLAN FOR LOT 22  
**VISTA RIDGE ACRES  
 PHASE IV**



**QUINTANILLA, HEADLEY AND ASSOCIATES, INC.**

CONSULTING ENGINEERS  
 124 E. STUBBS ST.  
 EDINBURG, TEXAS 78539  
 ENGINEERING REGISTRATION NUMBER F-1513  
 SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS  
 PHONE 956-381-6480  
 FAX 956-381-0527  
 office@qhaengineering.com

**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.**

### **SAMPLE DEED**

Date: \_\_\_\_\_

Grantor: Jack McClelland  
Grantor's Mailing Address: 2614 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539  
Hidalgo County, Texas

Grantee: \_\_\_\_\_ and husband, \_\_\_\_\_  
Grantee's Mailing Address (including county): \_\_\_\_\_  
Mercedes, Texas 78570  
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of THIRTY THOUSAND NO/100THS DOLLARS (\$30,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to ALAN D. MONROE, Trustee.

Property (including any improvements):

Lot Fifty-one\_\_\_\_, Vista Ridge Acres Phase IV, Hidalgo County, Texas, as per map or plat thereof recorded in Volume \_\_\_\_, Pages \_\_\_\_, Map Records, Hidalgo County, Texas.

Grantor hereby reserves all oil, gas, and other minerals lying in, on, or under the subject property.

Reservations from and Exceptions to Conveyance and Warranty:

1. No more than one single family detached dwelling per lot.
2. Visible and apparent easements on or across the subject property.
3. Rights of parties in possession.
4. Easements, right-of-way, and prescriptive rights, whether of record or not.
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property.
6. Rights of adjoining owners in any walls and fences situated on a common boundary.
7. Any discrepancies, conflicts, or shortages in area or boundary lines.
8. Any encroachments or overlapping of improvements.
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority.
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.

12. All easements, restrictions, setback lines, drainage swale requirements, and other matters show on the plat of Vista Ridge Acres Phase IV, as shown on the plat thereof, recorded in Volume 52, Pages 161-169, Map Records of Hidalgo County, Texas.

13. Restrictive covenants recorded in Clerk's File Nos. 1738991, 1739289, 1795479, and 1833265, Official Records and Volume 52, Pages 161-169, Map Records, Hidalgo County, Texas.

14. Only one single family residence will be allowed on each lot.

15. Deed of Trust dated September 5, 2006, recorded on September 28, 2006, under Clerk's File No. 1668672, Official Records, Hidalgo County, Texas, executed by Jack McClelland, in favor of M. V. McCarthy, Trustee, securing the payment of one note in the principal amount of \$2,032,500.00, and any other amounts payable under the terms of said Deed of Trust, payable as therein provided to the order of First National Bank and a Security Interest granted to First National Bank, secured party, by Jack McClelland, debtor, as shown by Financing Statement (UCC-1) filed September 28, 2006, under, Clerk's File No. 1668673, Official Records, Hidalgo County, Texas.

16. The buildable area of the lot is shown on Exhibit "A" (Attached)

17. No building shall be allowed on the portion of the lot in flood zone "A" as shown on Exhibit "A".

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

If this interest is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the Lease.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (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.

Grantor, for the consideration and subject to the reservations from, and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the 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 (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

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

**NO TITLE, TAX, OR SURVEY EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE, TAX, OR SURVEY OF THIS PROPERTY.**

\_\_\_\_\_  
Jack McClelland

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2012, by Jack McClelland

\_\_\_\_\_  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
JACK MCCLELLAND  
2614 W. Freddy Gonzalez Drive  
Edinburg, Texas 78539