

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Camino Real Builders	4-11990
2.	Lluvia Luna	4-11988
3.	Maria Jesus Ortiz	4-9535
4.	Sergio Resendez	4-11899
5.	Yolanda Salzar c/o Isidro Mendoza	4-11982
	COMM. COURT: December 28, 2012	



# 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: 4-11990

### 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: Camino Real Builders

Address: 4116 Nightshade ave McAllen TX

Phone: 956 460 0286

Approved by Environmental Health:	Temporary Service	Final Service
<u>N/A</u>	<u>N/A</u>	<u>[Signature]</u>
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>/ /</u>	<u>SEWER</u> <u>12/11/12</u>

Water Supplier: ~~N/A~~ SLWSC

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

Account/ESI No.: ~~N/A~~ 231674038  
 Temporary Pole  Permanent Service

regarding the land described as: La Puerta lot 27

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; 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 8-10-10);

(verified by Flora Castillo);

(verified by [Signature]);

(verified by [Signature]);

(verified by Flora Castillo);

Flora Castillo  
Planning Department Authorized Signature

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



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Precinct 1 2 3/4

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

Application No: 411990.

### 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: Camino Real Builders

Address: 4116 Nightshade ave,  
McAllen TX 78504

Phone: 956 4600286

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

La Puerta lot 57

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

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

[Signature]  
Requesting Party (Signature)

18/Dec/12  
Date

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

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

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

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

12-18-12  
Date

[Signature]  
County Official



UNIMPROVED PROPERTY CONTRACT

NOTICE: Not For Use For Condominium Transactions

1. PARTIES: The parties to this contract are Lone Star National Bank (Seller) and Alamo Days Trade, Inc. and/or its assigns (Buyer). Seller agrees to sell and convey to Buyer and Buyer agrees to buy from Seller the Property defined below.

2. PROPERTY: Lots 27, Block La Puerta Subdivision, Addition, City of Edinburg, County of Hidalgo, Texas, known as 3213 La Puerta Ave. • Edinburg, TX 78541 (address/zip code), or as described on attached exhibit together with all rights, privileges and appurtenances pertaining thereto, including but not limited to: water rights, claims, permits, strips and gores, easements, and cooperative or association memberships (the Property).

3. SALES PRICE:

- A. Cash portion of Sales Price payable by Buyer at closing \$ 22,500.00
B. Sum of all financing described below (excluding any loan funding fee or mortgage insurance premium) - 0 -
C. Sales Price (Sum of A and B) \$ 22,500.00

4. FINANCING: The portion of Sales Price not payable in cash will be paid as follows: (Check applicable boxes below)

- A. THIRD PARTY FINANCING: One or more third party mortgage loans in the total amount of \$ (excluding any loan funding fee or mortgage insurance premium).
(1) Property Approval: If the Property does not satisfy the lenders' underwriting requirements for the loan(s) (including, but not limited to appraisal, insurability and lender required repairs), Buyer may terminate this contract by giving notice to Seller prior to closing and the earnest money will be refunded to Buyer.
(2) Credit Approval: (Check one box only)
(a) This contract is subject to Buyer being approved for the financing described in the attached Third Party Financing Addendum for Credit Approval.
(b) This contract is not subject to Buyer being approved for financing and does not involve FHA or VA financing.
B. ASSUMPTION: The assumption of the unpaid principal balance of one or more promissory notes described in the attached TREC Loan Assumption Addendum.
C. SELLER FINANCING: A promissory note from Buyer to Seller of \$ secured by vendor's and deed of trust liens, and containing the terms and conditions described in the attached TREC Seller Financing Addendum. If an owner policy of title insurance is furnished, Buyer shall furnish Seller with a mortgagee policy of title insurance.

5. EARNEST MONEY: Upon execution of contract by all parties, Buyer shall deposit \$ 1,000.00 as earnest money with Valley Land Title Company, as escrow agent, at 520 E. Nolana Ave. #130 McAllen, TX 78504 (address). Buyer shall deposit additional earnest money of \$ with escrow agent within days after the effective date of this contract. If Buyer fails to deposit the earnest money as required by this contract, Buyer will be in default.

6. TITLE POLICY AND SURVEY:

- A. TITLE POLICY: Seller shall furnish to Buyer at Seller's expense an owner's policy of title insurance (Title Policy) issued by Valley Land Title Company (Title Company) in the amount of the Sales Price, dated at or after closing, insuring Buyer against loss under the provisions of the Title Policy, subject to the promulgated exclusions (including existing building and zoning ordinances) and the following exceptions:
(1) Restrictive covenants common to the platted subdivision in which the Property is located.
(2) The standard printed exception for standby fees, taxes and assessments.
(3) Liens created as part of the financing described in Paragraph 4.
(4) Utility easements created by the dedication deed or plat of the subdivision in which the Property is located.
(5) Reservations or exceptions otherwise permitted by this contract or as may be approved by Buyer in writing.
(6) The standard printed exception as to marital rights.
(7) The standard printed exception as to waters, tidelands, beaches, streams, and related matters.
(8) The standard printed exception as to discrepancies, conflicts, shortages in area or boundary lines, encroachments or protrusions, or overlapping improvements. Buyer, at Buyer's expense, may have the exception amended to read, "shortages in area".

Initialed for identification by Buyer and Seller

- B. COMMITMENT: Within 20 days after the Title Company receives a copy of this contract, Seller shall furnish to Buyer a commitment for title insurance (Commitment) and, at Buyer's expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Seller authorizes the Title Company to deliver the Commitment and Exception Documents to Buyer at Buyer's address shown in Paragraph 21. If the Commitment and Exception Documents are not delivered to Buyer within the specified time, the time for delivery will be automatically extended up to 15 days or the Closing Date, whichever is earlier. If, due to factors beyond Seller's control, the Commitment and Exception Documents are not delivered within the time required, Buyer may terminate this contract and the earnest money will be refunded to Buyer.
- C. SURVEY: The survey must be made by a registered professional land surveyor acceptable to the Title Company and Buyer's lender(s). (Check one box only)
- (1) Within N/A days after the effective date of this contract, Seller shall furnish to Buyer and Title Company Seller's existing survey of the Property and a Residential Real Property Affidavit promulgated by the Texas Department of Insurance (T-47 Affidavit). **If Seller fails to furnish the existing survey or affidavit within the time prescribed, Buyer shall obtain a new survey at Seller's expense no later than 3 days prior to Closing Date.** If the existing survey or affidavit is not acceptable to Title Company or Buyer's lender(s), Buyer shall obtain a new survey at  Seller's  Buyer's expense no later than 3 days prior to Closing Date.
- (2) Within \_\_\_\_\_ days after the effective date of this contract, Buyer shall obtain a new survey at Buyer's expense. Buyer is deemed to receive the survey on the date of actual receipt or the date specified in this paragraph, whichever is earlier.
- (3) Within \_\_\_\_\_ days after the effective date of this contract, Seller, at Seller's expense shall furnish a new survey to Buyer.
- D. OBJECTIONS: Buyer may object in writing to (i) defects, exceptions, or encumbrances to title: disclosed on the survey other than Items 6A(1) through (7) above; or disclosed in the Commitment other than Items 6A(1) through (8) above; (ii) any portion of the Property lying in a special flood hazard area (Zone V or A) as shown on the current Federal Emergency Management Agency map; or (iii) any exceptions which prohibit the following use or activity:

Buyer must object the earlier of (i) the Closing Date or (ii) \_\_\_\_\_ days after Buyer receives the Commitment, Exception Documents, and the survey. Buyer's failure to object within the time allowed will constitute a waiver of Buyer's right to object; except that the requirements in Schedule C of the Commitment are not waived. Provided Seller is not obligated to incur any expense, Seller shall cure the timely objections of Buyer or any third party lender within 15 days after Seller receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate and the earnest money will be refunded to Buyer unless Buyer waives the objections.

E. TITLE NOTICES:

(1) ABSTRACT OR TITLE POLICY: Broker advises Buyer to have an abstract of title covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a Title Policy. If a Title Policy is furnished, the Commitment should be promptly reviewed by an attorney of Buyer's choice due to the time limitations on Buyer's right to object.

(2) MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION(S): The Property  is  is not subject to mandatory membership in a property owners association(s). If the Property is subject to mandatory membership in a property owners association(s), Seller notifies Buyer under §5.012, Texas Property Code, that, as a purchaser of property in the residential community identified in Paragraph 2 in which the Property is located, you are obligated to be a member of the property owners association(s). Restrictive covenants governing the use and occupancy of the Property and all dedicatory instruments governing the establishment, maintenance, and operation of this residential community have been or will be recorded in the Real Property Records of the county in which the Property is located. Copies of the restrictive covenants and dedicatory instruments may be obtained from the county clerk. **You are obligated to pay assessments to the property owners association(s). The amount of the assessments is subject to change. Your failure to pay the assessments could result in enforcement of the association's lien on and the foreclosure of the Property.**

Section 207.003, Property Code, entitles an owner to receive copies of any document that governs the establishment, maintenance, or operation of a subdivision, including, but not limited to, restrictions, bylaws, rules and regulations, and a resale certificate from a property owners' association. A resale certificate contains information including, but not limited to, statements specifying the amount and frequency of regular assessments and the style and cause number of lawsuits to which the property owners' association is a party, other than lawsuits relating to unpaid ad valorem taxes of an individual member of the association. These documents must be made available to you by the property owners' association or the association's agent on your request.

(Address of Property)

**If Buyer is concerned about these matters, the TREC promulgated Addendum for Property Subject to Mandatory Membership in a Property Owners Association should be used.**

- (3) **STATUTORY TAX DISTRICTS:** If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fee of the district prior to final execution of this contract.
- (4) **TIDE WATERS:** If the Property abuts the tidally influenced waters of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included in the contract. An addendum containing the notice promulgated by TREC or required by the parties must be used.
- (5) **ANNEXATION:** If the Property is located outside the limits of a municipality, Seller notifies Buyer under §5.011, Texas Property Code, that the Property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and extraterritorial jurisdiction. To determine if the Property is located within a municipality's extraterritorial jurisdiction or is likely to be located within a municipality's extraterritorial jurisdiction, contact all municipalities located in the general proximity of the Property for further information.
- (6) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** Notice required by §13.257, Water Code: The real property, described in Paragraph 2, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned Buyer hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in Paragraph 2 or at closing of purchase of the real property.
- (7) **PUBLIC IMPROVEMENT DISTRICTS:** If the Property is in a public improvement district, §5.014, Property Code, requires Seller to notify Buyer as follows: As a purchaser of this parcel of real property you are obligated to pay an assessment to a municipality or county for an improvement project undertaken by a public improvement district under Chapter 372, Local Government Code. The assessment may be due annually or in periodic installments. More information concerning the amount of the assessment and the due dates of that assessment may be obtained from the municipality or county levying the assessment. The amount of the assessments is subject to change. Your failure to pay the assessments could result in a lien on and the foreclosure of your property.
- (8) **TEXAS AGRICULTURAL DEVELOPMENT DISTRICT:** The Property  is  is not located in a Texas Agricultural Development District. For additional information, contact the Texas Department of Agriculture.
- (9) **TRANSFER FEES:** If the Property is subject to a private transfer fee obligation, §5.205, Property Code requires Seller to notify Buyer as follows: The private transfer fee obligation may be governed by Chapter 5, Subchapter G of the Texas Property Code.

#### 7. PROPERTY CONDITION:

- A. **ACCESS, INSPECTIONS AND UTILITIES:** Seller shall permit Buyer and Buyer's agents access to the Property at reasonable times. Buyer may have the Property inspected by inspectors selected by Buyer and licensed by TREC or otherwise permitted by law to make inspections. Seller at Seller's expense shall immediately cause existing utilities to be turned on and shall keep the utilities on during the time this contract is in effect.

**NOTICE:** Buyer should determine the availability of utilities to the Property suitable to satisfy Buyer's needs.

- B. **ACCEPTANCE OF PROPERTY CONDITION: (Check one box only)**

- (1) Buyer accepts the Property in its present condition.  
 (2) Buyer accepts the Property in its present condition provided Seller, at Seller's expense, shall complete the following specific repairs and treatments: \_\_\_\_\_

(Do not insert general phrases, such as "subject to inspections," that do not identify specific repairs.)

**NOTICE TO BUYER AND SELLER:** Buyer's agreement to accept the Property in its present condition under Paragraph 7B (1) or (2) does not preclude Buyer from inspecting the Property under Paragraph 7A, from negotiating repairs or treatments in a subsequent amendment, or from terminating this contract during the Option Period, if any.

- C. **COMPLETION OF REPAIRS:** Unless otherwise agreed in writing, Seller shall complete all agreed repairs prior to the Closing Date. All required permits must be obtained, and repairs must be performed by persons who are licensed or otherwise permitted by law to provide such repairs. At Buyer's election, any transferable warranties received by Seller with respect to the repairs

will be transferred to Buyer at Buyer's expense. If Seller fails to complete any agreed repairs prior to the Closing Date, Buyer may exercise remedies under Paragraph 15 or extend the Closing Date up to 15 days, if necessary, for Seller to complete repairs.

D. **ENVIRONMENTAL MATTERS:** Buyer is advised that the presence of wetlands, toxic substances, including asbestos and wastes or other environmental hazards, or the presence of a threatened or endangered species or its habitat may affect Buyer's intended use of the Property. If Buyer is concerned about these matters, an addendum promulgated by TREC or required by the parties should be used.

E. **SELLER'S DISCLOSURES:** Except as otherwise disclosed in this contract, Seller has no knowledge of the following:

- (1) any flooding of the Property;
- (2) any pending or threatened litigation, condemnation, or special assessment affecting the Property;
- (3) any environmental hazards or conditions affecting the Property;
- (4) any dumpsite, landfill, or underground tanks or containers now or previously located on the Property;
- (5) any wetlands, as defined by federal or state law or regulation, affecting the Property; or
- (6) any threatened or endangered species or their habitat affecting the Property.

8. **BROKERS' FEES:** All obligations of the parties for payment of brokers' fees are contained in separate written agreements.

9. **CLOSING:**

A. The closing of the sale will be on or before December 28, 20 12, or within 7 days after objections made under Paragraph 6D have been cured or waived, whichever date is later (Closing Date). If either party fails to close the sale by the Closing Date, the non-defaulting party may exercise the remedies contained in Paragraph 15.

B. At closing: special

- (1) Seller shall execute and deliver a general warranty deed conveying title to the Property to Buyer and showing no additional exceptions to those permitted in Paragraph 6 and furnish tax statements or certificates showing no delinquent taxes on the Property.
- (2) Buyer shall pay the Sales Price in good funds acceptable to the escrow agent.
- (3) Seller and Buyer shall execute and deliver any notices, statements, certificates, affidavits, releases, loan documents and other documents reasonably required for the closing of the sale and the issuance of the Title Policy.
- (4) There will be no liens, assessments, or security interests against the Property which will not be satisfied out of the sales proceeds unless securing the payment of any loans assumed by Buyer and assumed loans will not be in default.
- (5) If the Property is subject to a lease, Seller shall (i) deliver to Buyer the lease(s) and the move-in condition form signed by the tenant, if any, and (ii) transfer security deposits (as defined under §92.102, Property Code), if any, to Buyer. In such an event, Buyer shall deliver to the tenant a signed statement acknowledging that the Buyer has received the security deposit and is responsible for the return of the security deposit, and specifying the exact dollar amount of the security deposit.

10. **POSSESSION:** Seller shall deliver to Buyer possession of the Property in its present or required condition upon closing and funding.

11. **SPECIAL PROVISIONS:** (Insert only factual statements and business details applicable to the sale. TREC rules prohibit licensees from adding factual statements or business details for which a contract addendum or other form has been promulgated by TREC for mandatory use.)

"As is, Where Is." Please see addendum.

Seller agrees to pay for the following closing costs (In-House):

- Title Policy
- Appraisal
- Attorney Fees (In-House)
- 1% Origination Fee (If Applicable)
- Recording, Filing Fees

12. **SETTLEMENT AND OTHER EXPENSES:**

A. The following expenses must be paid at or prior to closing:

(1) Expenses payable by Seller (Seller's Expenses):

- (a) Releases of existing liens, including prepayment penalties and recording fees; release of Seller's loan liability; tax statements or certificates; preparation of deed; one-half of escrow fee; and other expenses payable by Seller under this contract.

- (b) Seller shall also pay an amount not to exceed \$ N/A to be applied in the following order: Buyer's Expenses which Buyer is prohibited from paying by FHA, VA, Texas Veterans Land Board or other governmental loan programs, and then to other Buyer's Expenses as allowed by the lender.
- (2) Expenses payable by Buyer (Buyer's Expenses): Appraisal fees; loan application fees; adjusted origination charges; credit reports; preparation of loan documents; interest on the notes from date of disbursement to one month prior to dates of first monthly payments; recording fees; copies of easements and restrictions; loan title policy with endorsements required by lender; loan-related inspection fees; photos; amortization schedules; one-half of escrow fee; all prepaid items, including required premiums for flood and hazard insurance, reserve deposits for insurance, ad valorem taxes and special governmental assessments; final compliance inspection; courier fee; repair inspection; underwriting fee; wire transfer fee; expenses incident to any loan; Private Mortgage Insurance Premium (PMI), VA Loan Funding Fee, or FHA Mortgage Insurance Premium (MIP) as required by the lender; and other expenses payable by Buyer under this contract.
- B. If any expense exceeds an amount expressly stated in this contract for such expense to be paid by a party, that party may terminate this contract unless the other party agrees to pay such excess. Buyer may not pay charges and fees expressly prohibited by FHA, VA, Texas Veterans Land Board or other governmental loan program regulations.

### 13. PRORATIONS AND ROLLBACK TAXES:

- A. PRORATIONS: Taxes for the current year, interest, maintenance fees, assessments, dues and rents will be prorated through the Closing Date. The tax proration may be calculated taking into consideration any change in exemptions that will affect the current year's taxes. If taxes for the current year vary from the amount prorated at closing, the parties shall adjust the prorations when tax statements for the current year are available. If taxes are not paid at or prior to closing, Buyer shall pay taxes for the current year.
- B. ROLLBACK TAXES: If this sale or Buyer's use of the Property after closing results in the assessment of additional taxes, penalties or interest (Assessments) for periods prior to closing, the Assessments will be the obligation of Buyer. If Seller's change in use of the Property prior to closing or denial of a special use valuation on the Property claimed by Seller results in Assessments for periods prior to closing, the Assessments will be the obligation of Seller. Obligations imposed by this paragraph will survive closing.

**14. CASUALTY LOSS:** If any part of the Property is damaged or destroyed by fire or other casualty after the effective date of this contract, Seller shall restore the Property to its previous condition as soon as reasonably possible, but in any event by the Closing Date. If Seller fails to do so due to factors beyond Seller's control, Buyer may (a) terminate this contract and the earnest money will be refunded to Buyer (b) extend the time for performance up to 15 days and the Closing Date will be extended as necessary or (c) accept the Property in its damaged condition with an assignment of insurance proceeds and receive credit from Seller at closing in the amount of the deductible under the insurance policy. Seller's obligations under this paragraph are independent of any other obligations of Seller under this contract.

**15. DEFAULT:** If Buyer fails to comply with this contract, Buyer will be in default, and Seller may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money as liquidated damages, thereby releasing both parties from this contract. If Seller fails to comply with this contract, Seller will be in default and Buyer may (a) enforce specific performance, seek such other relief as may be provided by law, or both, or (b) terminate this contract and receive the earnest money, thereby releasing both parties from this contract.

**16. MEDIATION:** It is the policy of the State of Texas to encourage resolution of disputes through alternative dispute resolution procedures such as mediation. Any dispute between Seller and Buyer related to this contract which is not resolved through informal discussion  will  will not be submitted to a mutually acceptable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

**17. ATTORNEY'S FEES:** A Buyer, Seller, Listing Broker, Other Broker, or escrow agent who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney's fees and all costs of such proceeding.

### 18. ESCROW:

- A. ESCROW: The escrow agent is not (i) a party to this contract and does not have liability for the performance or nonperformance of any party to this contract, (ii) liable for interest on the earnest money and (iii) liable for the loss of any earnest money caused by the failure of any financial institution in which the earnest money has been deposited unless the financial institution is acting as escrow agent.
- B. EXPENSES: At closing, the earnest money must be applied first to any cash down payment, then to Buyer's Expenses and any excess refunded to Buyer. If no closing occurs, escrow

agent may: (i) require a written release of liability of the escrow agent from all parties, (ii) require payment of unpaid expenses incurred on behalf of a party, and (iii) only deduct from the earnest money the amount of unpaid expenses incurred on behalf of the party receiving the earnest money.

- C. **DEMAND:** Upon termination of this contract, either party or the escrow agent may send a release of earnest money to each party and the parties shall execute counterparts of the release and deliver same to the escrow agent. If either party fails to execute the release, either party may make a written demand to the escrow agent for the earnest money. If only one party makes written demand for the earnest money, escrow agent shall promptly provide a copy of the demand to the other party. If escrow agent does not receive written objection to the demand from the other party within 15 days, escrow agent may disburse the earnest money to the party making demand reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors. If escrow agent complies with the provisions of this paragraph, each party hereby releases escrow agent from all adverse claims related to the disbursement of the earnest money.
- D. **DAMAGES:** Any party who wrongfully fails or refuses to sign a release acceptable to the escrow agent within 7 days of receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- E. **NOTICES:** Escrow agent's notices will be effective when sent in compliance with Paragraph 21. Notice of objection to the demand will be deemed effective upon receipt by escrow agent.

**19. REPRESENTATIONS:** All covenants, representations and warranties in this contract survive closing. If any representation of Seller in this contract is untrue on the Closing Date, Seller will be in default. Unless expressly prohibited by written agreement, Seller may continue to show the Property and receive, negotiate and accept back up offers.

**20. FEDERAL TAX REQUIREMENTS:** If Seller is a "foreign person," as defined by applicable law, or if Seller fails to deliver an affidavit to Buyer that Seller is not a "foreign person," then Buyer shall withhold from the sales proceeds an amount sufficient to comply with applicable tax law and deliver the same to the Internal Revenue Service together with appropriate tax forms. Internal Revenue Service regulations require filing written reports if currency in excess of specified amounts is received in the transaction.

**21. NOTICES:** All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile or electronic transmission as follows:

**To Buyer at:**Michael Pavon4116 Nightshade Ave.McAllen, TX 78504Telephone: (956) 460-0286Facsimile: (956) 992-9501E-mail: michael\_pavon@hotmail.com**To Seller at:**Lone Star National Bank520 E. Nolana Ave.McAllen, TX 78504Telephone: (956) 781-4321Facsimile: (956) 984-2891

E-mail: \_\_\_\_\_

**22. AGREEMENT OF PARTIES:** This contract contains the entire agreement of the parties and cannot be changed except by their written agreement. Addenda which are a part of this contract are (check all applicable boxes):

- |   |   |
|---|---|
| <input type="checkbox"/> Third Party Financing Addendum for Credit Approval                                     | <input type="checkbox"/> Addendum for "Back-Up" Contract  |
| <input type="checkbox"/> Seller Financing Addendum  | <input type="checkbox"/> Addendum for Coastal Area Property   |
| <input type="checkbox"/> Addendum for Property Subject to Mandatory Membership in a Property Owners Association | <input type="checkbox"/> Environmental Assessment, Threatened or Endangered Species and Wetlands Addendum |
| <input type="checkbox"/> Buyer's Temporary Residential Lease  | <input type="checkbox"/> Addendum for Property Located Seaward of the Gulf Intracoastal Waterway          |
| <input type="checkbox"/> Seller's Temporary Residential Lease   | <input type="checkbox"/> Addendum for Sale of Other Property by Buyer                                     |
| <input type="checkbox"/> Addendum for Reservation of Oil, Gas and Other Minerals                                | <input checked="" type="checkbox"/> Other (list): <u>Addendum for Property</u>                            |

Concerning Paragraph Eleven, Special Provisions

Initialed for Identification by Buyer W and Seller DP

TREC NO. 9-10

**23. TERMINATION OPTION:** For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Buyer's agreement to pay Seller \$\_\_\_\_\_ (Option Fee) within 2 days after the effective date of this contract, Seller grants Buyer the unrestricted right to terminate this contract by giving notice of termination to Seller within \_\_\_\_\_ days after the effective date of this contract (Option Period). If no dollar amount is stated as the Option Fee or if Buyer fails to pay the Option Fee to Seller within the time prescribed, this paragraph will not be a part of this contract and Buyer shall not have the unrestricted right to terminate this contract. If Buyer gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Buyer. The Option Fee will will not be credited to the Sales Price at closing. **Time is of the essence for this paragraph and strict compliance with the time for performance is required.**

**24. CONSULT AN ATTORNEY:** TREC rules prohibit real estate licensees from giving legal advice. READ THIS CONTRACT CAREFULLY. If you do not understand the effect of this contract, consult an attorney BEFORE signing.

Buyer's  
Attorney is: \_\_\_\_\_

Seller's  
Attorney is: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Telephone: ( ) \_\_\_\_\_

Facsimile: ( ) \_\_\_\_\_

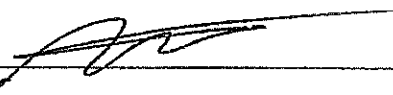
Facsimile: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

**EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (EFFECTIVE DATE).  
(BROKER: FILL IN THE DATE OF FINAL ACCEPTANCE.)**

Buyer



Seller



Buyer

Seller

The form of this contract has been approved by the Texas Real Estate Commission. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not intended for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, (512) 936-3000 (<http://www.trec.texas.gov>) TREC NO. 9-10. This form replaces TREC NO. 9-9.

**BROKER INFORMATION**

Other Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_

represents  Buyer only as Buyer's agent  
 Seller as Listing Broker's subagent

Licensed Supervisor of Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Other Broker's Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Associate Email Address \_\_\_\_\_

Listing Broker Firm \_\_\_\_\_ License No. \_\_\_\_\_

represents  Seller and Buyer as an Intermediary  
 Seller only as Seller's agent

Licensed Supervisor of Listing Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Listing Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Listing Broker's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Listing Associate's Email Address \_\_\_\_\_

Selling Associate \_\_\_\_\_ Telephone \_\_\_\_\_

Selling Associate's Office Address \_\_\_\_\_ Facsimile \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Selling Associate's Email Address \_\_\_\_\_

Listing Broker has agreed to pay Other Broker \_\_\_\_\_ of the total sales price when the Listing Broker's fee is received. Escrow agent is authorized and directed to pay other Broker from Listing Broker's fee at closing.

**OPTION FEE RECEIPT**

Receipt of \$ \_\_\_\_\_ (Option Fee) in the form of \_\_\_\_\_ is acknowledged.

Seller or Listing Broker \_\_\_\_\_

Date \_\_\_\_\_

**CONTRACT AND EARNEST MONEY RECEIPT**

Receipt of  Contract and  \$ \_\_\_\_\_ Earnest Money in the form of \_\_\_\_\_ is acknowledged.

Escrow Agent: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_

Email Address \_\_\_\_\_

Address \_\_\_\_\_ Telephone (\_\_\_\_\_) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Facsimile: (\_\_\_\_\_) \_\_\_\_\_

**ADDENDUM FOR PROPERTY CONCERNING PARAGRAPH ELEVEN,  
SPECIAL PROVISIONS, EXHIBIT "A"  
ADDENDUM TO CONTRACT CONCERNING THE PROPERTY AT**

3213 La Puerta Ave. • Edinburg, TX 78541

(Street Address and City)

THE BUYER UNDERSTANDS THAT THE SELLER ACQUIRED THE PROPERTY BY FORECLOSURE, DEED-IN-LIEU OF FORECLOSURE, FORFEITURE, TAX SALE, OR SIMILAR PROCESS AND CONSEQUENTLY, THE SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE CONCERNING THE CONDITION OF THE PROPERTY. THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS, AND "WITH ALL FAULTS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

THE PROVISIONS OF THIS PARAGRAPH REGARDING THE PROPERTY SHALL SURVIVE THE CLOSING AND THE DEED EXECUTED BY SELLER AT CLOSING WILL INCLUDE A PROVISION SUBSTANTIALLY SIMILAR TO THE ONE SET FORTH ON EXHIBIT "A".


**EXHIBIT "A"**

"AS A MATERIAL PART OF THE CONSIDERATION FOR THIS DEED, GRANTOR AND GRANTEE AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS", "WHERE IS" AND "WITH ALL FAULTS", WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY HAS A PARTICULAR FINANCIAL VALUE OR IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE

PROPERTY, (F) THE PHYSICAL CONDITION OR ANY OTHER ASPECT OF THE PROPERTY INCLUDING THE STRUCTURAL INTEGRITY OR THE QUALITY OR CHARACTER OF MATERIALS USE IN THE CONSTRUCTION OF ANY IMPROVEMENTS (E.G. DRYWALL, ASBESTOS, LEAD PAINT, UREA FORMALDEHYDE FOAM INSULATION), AVAILABILITY AND QUANTITY OR QUALITY OF WATER, STABILITY OF THE SOIL SUSCEPTIBILITY TO LANDSLIDE OR FLOODING, SUFFICIENCY OR DRAINAGE, WATER LEAKS WATER DAMAGE, MOLD OR ANY OTHER MATTER WITH RESPECT TO THE PROPERTY OR ANY IMPROVEMENTS. GRANTEE ALSO ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING SOLID WASTE, AS DEFINED BY THE TEXAS SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THAT GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE SALE OF THE PROPERTY, AS PROVIDED FOR HEREIN, IS MADE ON AN "AS IS, WHERE IS", "WITH ALL FAULTS" CONDITION AND BASIS. GRANTEE'S ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS HEREOF SHALL BE EVIDENCED BY GRANTEE'S RECORDING OF THIS SPECIAL WARRANTY DEED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

[SIGNATURE PAGE FOLLOWS]

**BUYER**

  
\_\_\_\_\_

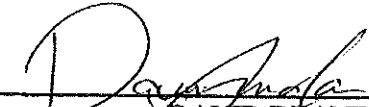
Printed Name \_\_\_\_\_

\_\_\_\_\_

Printed Name \_\_\_\_\_

**SELLER**

LONE STAR NATIONAL BANK

By   
\_\_\_\_\_

Its: **DAVID DEANDA**  
President

[END OF SIGNITURE PAGE]

Chapter 232 Texas LGC Application

APPLICATION NO:  
4-11990  
Dec. 18, 2012

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1304 S. 25th Ave EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

L1770-01-000-0027-00

[ 1 ] OWNER: LONE STAR NATIONAL BANK  
4116 LIGHTSHADE AVE.  
MCALLEN, TX. 78504  
Telephone No. 460-0286

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
LA PUERTA LOT 27

LOCATION: 0 MILE 17 1/2 & ROOTH

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: PUBLI

[ 3 ] WATER SYSTEM: OTHE

[ 9 ] CONSTRUCTION TYPE: BLOC

[ 4 ] PURPOSE OF APPLICATION: NEW RESIDENCE  
01- RESIDENTIAL NEW SINGLE DWELLING

[ 10 ] EST. COST OF CONST.: \$120,000

[ 5 ] SIZE OF STRUCTURE: 2,645 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA: YES  
NO

[ 6 ] USE OF BUILDING: RES.ZONE-X

Special Conditions: No construction allowed over any easements.  
MUST COMPLY W/ALL REGULATIONS & SETBACKS  
FRONT 25' SIDE'S 6' REAR 10' 18" TOP OF STREET.

FOR COUNTY USE ONLY  
APPLICATION FEES

Alonzo Castillo 12-18-12  
Prepared by Date

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

Light [X] Water [X]

Rudy Pinos 12-14-12  
Approved by Date

Flood Zone: NO Panel No. /Suffix: 0325 D Pct: 4

Community No.: 1100334

Certification of Elevation  
Required: YES NO BFE

[Signature] 12-18-12  
Signature of Owner or Applicant Date

- 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.



# 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: 4-11988

### 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: Alvin Luna

Address: 6913 Billy Hart Dr.  
Edinburg, TX  
78542

Phone: (956) 250 0538

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		Existing System
Date Approved:	<u>1 / 1</u>	<u>12 / 19 / 12</u>

Water Supplier: N.A.W.S.

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

Account/ESI No.: 44  
 Temporary Pole  Permanent Service

regarding the land described as:

CAMERON HEIGHTS LOT-25

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;
- no 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;
- yes 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 4-23-01);  
 (verified by Flora Castillo);  
 (verified by Flora Castillo);  
 (verified by Flora Castillo);  
 (verified by Flora Castillo);

Flora Castillo  
Planning Department Authorized Signature

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

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

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956-968-4734  
956-973-7850

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

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

Precinct 1 2 3 4  
Application No: 4-11988

### 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: Alvarado  
Address: 6913 Billy Hart Dr.  
Edinburg, TX 78542  
Phone: (956) 250 0538

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

CAMERON HEIGHTS LOT-25

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

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

Alvarado      12/17/12  
Requesting Party (Signature)      Date

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

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

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

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

12/19/12      Flora Castedo  
Date      County Official

## SPECIAL WARRANTY DEED

Date: October 21, 2011

Grantor: MARY MALDONADO, a single woman

Grantor's Mailing Address: 6912 Billy Hart Dr., Edinburg, Hidalgo County, Texas 78542

Grantee: LLUVIA CRISTAL LUNA

Grantee's Mailing Address: 6913 Billy Hart Dr., Edinburg, Hidalgo County, Texas 78542

Consideration: Love of, and affection for, grantee

Property (including any improvements):

Lot(s) 25, Cameron Heights Subdivision, Hidalgo County, Texas, according to the map recorded in Volume 37, Pages 117-119, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Any and all restrictions, covenants, conditions and easements affecting the hereinabove described real property, appearing of record and presently in force;
2. Any and all zoning laws, regulations and ordinances affecting the hereinabove described real property, appearing of record and presently in force;
3. Any and all reservations of oil, gas and minerals affecting the hereinabove described real property, or any part thereof, appearing of record and presently in force, and any and all oil and gas leases affecting the hereinabove real property, appearing of record and presently in force.
4. All property taxes for the current year and subsequent years, the payment of which Grantee assumes.

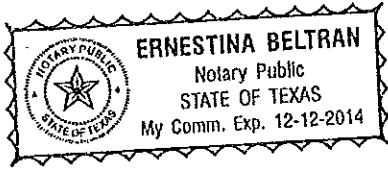
Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warranty 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 conveyance and warranty, when the claim is by, through, or under Grantor but not otherwise.

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

  
MARY MALDONADO

THE STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on this 21 day of October, 2011  
by MARY MALDONADO.



Ernestina Beltran  
Notary Public, State of Texas

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11988

Dec: 17, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C0605-00-000-0025-00

[ 1 ] OWNER: LUNA, LLUVIA CRISTAL

6913 BILLY HART DR.
EDINBURG, TX. 78542

Telephone No. 250-0538

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION
CAMERON HEIGHTS LOT 25

LOCATION: 0 TOWER & CANTON

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: BLOC

[ 4 ] PURPOSE OF APPLICATION: RESD. ADDITION
30- RESIDENTIAL/ ADD. & RENOVATION

[ 10 ] EST. COST OF CONST.: \$35,000

[ 5 ] SIZE OF STRUCTURE: 840 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA: YES NO

[ 6 ] USE OF BUILDING: RESIDENTIAL-ADDITION

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY, STATE, CITY, FEMA
REGULATIONS FRONT-25' REAR-35' SIDES-6'

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 480334 Pct: 4

Community No.: 0425C

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.

Prepared by [Signature] Date 12-17-12

Approved by [Signature] Date 12-13-12

Signature of Owner or Applicant [Signature] Date 12/17/12

[ 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.



# PLANNING DEPARTMENT

Rev. 02-19-10

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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: 4-9535

### 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: Maria Jesus Ortiz

Address: 29518 Couch Av  
Hargill tx

Phone: 956) 945 62 58

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		<u>Chud Rn</u>
Date Approved:	<u>1 1</u>	<u>sewer extn</u>
		<u>12 11 7 12</u>

Water Supplier: HA

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

Account/ESI No.: 1003278944652011  
[ ] Temporary Pole [X] Permanent Service

regarding the land described as:

Hargill Townsite Lot# 20, 21 Block #65

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; water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- no 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;
- yes 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 9-02-20)  
Howe Castille  
 (verified by Howe Castille)  
 (verified by Chud Rn)  
 (verified by Howe Castille)

Howe Castille  
Planning Department Authorized Signature

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

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Mission, TX 78572  
956-205-7045  
956-205-7049

Precinct 1 2 3 (4)

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

Application No: 4-9535

### 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: maria Jesus Ortiz

Address: 29548 Couch Av  
Hargill tx

Phone: 956) 845 62 58

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

Hargill Townsite, Lot # 20, 21 & Block # 65

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

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

maria Jesus Ortiz  
Requesting Party (Signature)

12/17/12  
Date

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

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) PMT 4-9535

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

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

12/19/12  
Date

J. L. Castillo  
County Official

1393059

XO:sm  
04-000VOL.6#18

**GIFT WARRANTY DEED**

**"NOTICE OF CONFIDENTIALLY 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"**

Date: September 24, 2004

Grantor: SALOME CARDONA, SR. and wife, GLORIA L. CARDONA

Grantor's Mailing Address (including county): P. O. Box 257  
Hargill, Hidalgo County, Texas 78549

Grantee: SALOME CARDONA, JR., as his sole and separate property

Grantee's Mailing Address (including county): P. O. Box 257  
Hargill, Hidalgo County, Texas 78549

Consideration: ONE AND NO/100THS DOLLARS (\$1.00) and all the love and affection which Grantors hold for Grantee, herein;

Property (including any improvements): All of Lots 20 and 21, Block 65, Townsite of Hargill, Hidalgo County, Texas as per map recorded in Volume 3, Page 45, Records of Hidalgo County, Texas.

**Reservations from and Exceptions to Conveyance and Warranty:**

SUBJECT TO ANY easements, reservations and restrictions of record, if any.

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 conveyance and warranty.

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

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

Salome Cardona  
SALOME CARDONA, SR.

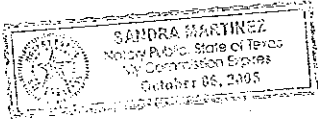
Gloria Cardona  
GLORIA L. CARDONA

(Acknowledgment)

STATE OF TEXAS \*

COUNTY OF Hidalgo \*

This instrument was acknowledged before me on the 24<sup>th</sup> day of Sept., 2004, by SALOME CARDONA, SR. and wife, GLORIA L. CARDONA.



Sandra Martinez  
Notary Public, State of Texas

Filed for Record in:  
Hidalgo County, III  
by J. D. Salinas, III  
County Clerk

On: Oct 19, 2004 at 09:38A  
As a Recording

Document Number: 1333059  
Total Fees: 15.00

Receipt Number - 623888  
By: Marylou Cantu, Deputy

AFTER RECORDING RETURN TO :

MR. SALOME CARDONA, JR.  
P. O. Box 257  
Hargill, Texas 78549

PREPARED IN THE LAW OFFICE OF:

PRESTIA & ORNELAS  
P.O. Box 876  
Edinburg, Texas 78540-0876



Marriage

License

No. 57304



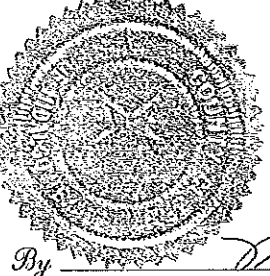
To Any Person Authorized by the Laws of the State of Texas <sup>Salome</sup> <sub>Cardona</sub> to Celebrate the Rites of Matrimony in the State of Texas <sup>Cardona</sup> <sub>Jr.</sub>

GREETING:

*More hereby Authorized to perform the*

**RULES OF MATRIMONY**

Between Mr. SALOME CARDONA, JR.  
and M<sup>ISS</sup> MARIA JESUS ORTIZ  
and make due return to the Clerk of the County Court of said County within Thirty days thereafter, certifying your action under this License.



Witness my official signature and seal of offices at office in Edinburg, Texas, this, the 8TH day of SEPTEMBER A.D. 19 98  
JOSE ELOY PULIDO Clerk County Court  
Hidalgo County, Texas.

By Monette Jasso Deputy  
MONETTE JASSO

I, Fernando G. Mancias hereby certify that on the 8th day of September A.D. 19 98

I united in Marriage the parties above named.  
Witness my hand this 8th day of September A.D. 19 98  
Fernando G. Mancias  
Signature of person performing ceremony

Ceremony Performed in Hidalgo County  
District Judge  
Title of person performing ceremony  
100 N. Glosner, Edinburg, TX 78539  
Address of person performing ceremony

Returned and filed for record the 9TH day of SEPTEMBER 19 98  
and recorded the 9TH day of SEPTEMBER 19 98

Marriage Records of Hidalgo County By Diana Jaramillo Deputy  
JOSE ELOY PULIDO County Clerk

No. 57304  
Marriage License

SALOME CARDONA, JR.  
AND

MARIA JESUS ORTIZ

Issued the 8TH day of  
SEPTEMBER 19 98

JOSE ELOY PULIDO Clerk County Court

By MONETTE JASSO Deputy

RETURNED AND FILED FOR

Record the 9TH day of

SEPTEMBER 19 98 and recorded

the 9TH day of SEPT, 19 98.

JOSE ELOY PULIDO Clerk County Court

By DEANA JARAMILLO Deputy

"In accordance with SECTION 1, Subsection (a), Section 1.51 Family Code, effective April 11, 1985. This marriage license will expire at the end of the 30th day following the date of issuance."

"In accordance with SECTION 1, Subsection (c), Section 1.52 Family Code, effective January 1, 1988. The marriage ceremony may not take place during a 72-hour period immediately following the issuance of the marriage license unless (1) an applicant is a member of the armed forces of the United States and is on active duty; or (2) an applicant obtains an order of a district court as provided by Subsection (d) of this section."

PERSONS AUTHORIZED TO CONDUCT CEREMONY

Section 1.53, Family Code. The following persons are authorized to conduct marriage ceremonies:

- (1) Licensed or ordained Christian Ministers and Priests;
- (2) Jewish Rabbis
- (3) Persons who are Officers of Religious Organizations and who are duly authorized by the organization to conduct marriage ceremonies; and
- (4) Justices of the Supreme Court, Judges of the Court of Criminal Appeals, Justices of the Courts of Appeals, Judges of the District, County, and Probate Courts, Judges of the County Courts at Law, Courts of Domestic Relations and Juvenile Courts, Retired Justices and Judges of such Courts, Justices of the Peace, Retired Justices of the Peace, and Judges and Magistrates of the Federal Courts of this state.

By my signature I affirm that I have distributed to each applicant the printed materials related to AIDS and HIV infection prepared by the Texas Department of Health as required by Sec. 3, Chapter 1195, Subsection (c), Sec. 1.07 Acts of the 71st Legislature, Regular Session, 1989.

DATE

SIGNATURE

MR. & MRS. SALOME CARDONA, JR.  
P.O. BOX 257  
HARGILL, TEXAS 78549

SEP 20 1998  
SEP 20 1998  
SEP 20 1998

# Chapter 232 Texas LGC Application

APPLICATION NO:  
4-9535  
Apr. 8, 2010

COUNTY OF HIDALGO  
PLANNING DEPARTMENT  
1304 S. 25th Ave EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

H1200-00-065-0020-00

[1] OWNER: CARDONA, SALOME  
P.O. BOX 257  
HARGILL TX, 78549  
Telephone No. 845-6580

[7] LEGAL DESC./NAME OF SUBDIVISION  
HARGILL TOWNSITE LOT 20,21  
BLK 65

LOCATION: 0 490 & 493

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: NEW RESIDENCE  
25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$5,000

[5] SIZE OF STRUCTURE: 600 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[6] USE OF BUILDING: RES ZONE C

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ALL COUNTY SETBACKS & REGULATIONS.  
FRONT 25' REAR 15' SIDE'S 6' FINISH FLOOR OF ELEV.  
18" ABOVE NATURAL GROUND.

## FOR COUNTY USE ONLY APPLICATION FEES

OTHER 30<sup>00</sup>  
TOTAL AMOUNT . . . . . \$30.00

Light  Water

Flood Zone: NO  
Pane No./Suffix: 250C Pct: 4

Community No.: 480334

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 on 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.

Angelica Chavez  
Prepared by

4/8/2010  
Date

Jorge Garcia  
Approved by

4/7/2010  
Date

Salome Cardona  
Signature of Owner or Applicant

4/8/2010  
Date

### [ 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.



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10

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: 4-11899

### HIDALGO COUNTY

### CERTIFICATE OF PLAT AND UTILITY STATUS

### UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

B44

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Sergio Rosales

Address: 4506 Phyllis LN  
Edinburg TX  
78542

Phone: 956-386-1748

Approved by Environmental Health:	Temporary Service	Final Service
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Authorized Signature	Authorized Signature	Authorized Signature
Inspection/Permit No: <u>49328</u>		
Date Approved: <u>1 1</u>	<u>1 1</u>	<u>1 1</u>

Water Supplier: Alamo water co.

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

Account/ESI No.: # 121023-002  
 Temporary Pole  Permanent Service

regarding the land described as:

Rincon de Encinos Lot 22

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;
- NO 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;
- YES 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 11-05-94;  
Raul Castillo  
(verified by Raul Castillo)

(verified by [Signature]);

(verified by [Signature]);

(verified by Raul Castillo).

Raul Castillo  
Planning Department Authorized Signature

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo

Main Office  
1304 South 25<sup>th</sup> Street  
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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: 4-11899

B-44.

### 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: Sergio Rosendo

Address: 4506 Phyllis Ln.  
Edinburg TX

Phone: 956-386-1748

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

Rincon De Encinos Lot 22

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

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

Sergio Rosendo  
Requesting Party (Signature)

12-17-12  
Date

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

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

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

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

12/19/12  
Date

Raul E. Sesin  
County Official

903963

## SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: June 14, 1999

Grantor: Dennis E. Hendrix and Bob A. Gaston

Grantor's Mailing Address (including county):

3105 S. Bus 281  
Edinburg, Texas 78539  
Hidalgo County, TexasGrantee: SERGIO RESENDEZ  
First Grantee's Social Security Number: 452-31-1525  
Grantee's Home Phone Number: 956-386-1748  
Grantee's Work Phone Number: 956-781-2401  
Grantee's Mailing Address (including county):RT 6 BOX 21, LOT 21  
EDINBURG, TEXAS 78539  
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 Thirteen Thousand Five Hundred and 00/100 Dollars (\$13,500.00), 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 C.V. RAMM, Trustee.

Property (including any improvements):

lot(s) 22, Añaca de Encinas Addition, City of Edinburg, Hidalgo County, Texas, according to the map recorded in Volume 29, Page 106A, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages on area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. 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;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. 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.

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.

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 whatsoever 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 (4) the physical condition of the property or any element thereof, including, without

Warranty Deed with Vendor's Lien  
Page 1

(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.

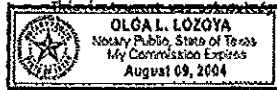
When the context requires, singular nouns and pronouns include the others.

*Dennis E. Hendrix*  
Dennis E. Hendrix

*Bob A. Gaston*  
Bob A. Gaston

(Acknowledgment)

State of Texas  
County of Hidalgo



This instrument was acknowledged before me on the 11th day of September, 2000, by Dennis E. Hendrix.

*Olga L. Lozoya*  
Notary Public, State of Texas

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 11th day of June, 1999, by Bob A. Gaston.



*Inelda Zavala*  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Dennis E. Hendrix and Bob A. Gaston  
3105 S. Bus 281  
Edinburg, Texas 78539

SALESPERSON: BOB A. GASTON

Filed for Record in:  
Hidalgo County, TX  
By: L. D. Sullivan, III  
County Clerk  
On Sep 12, 2000 at 11:28AM  
As a Recorder  
Document Number: 963963  
Total Fees: 11.00  
Receipt Number - 382794  
By: Kaylan Cantel, Deputy  
Hidalgo County, Deputy

Warranty Deed with Vendor's Lien  
Page 2

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11899

Nov. 1, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

R2845-00-000-0022-00

[ 1 ] OWNER: RESENDEZ, SERGIO
4506 PHYLLIS LN
EDINBURG, TX 78542
Telephone No. 328-9729

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE ENCINOS LOT 22

LOCATION: 0 CANTON & IOWA

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: INSTA

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

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

[ 10 ] EST. COST OF CONST.: \$22,000

[ 5 ] SIZE OF STRUCTURE: 1,500 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA: YES
NO

[ 6 ] USE OF BUILDING: RES.MH.ZONE.B

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 25' SIDE 6' REAR
20' . 18" ABOVE TOP OF ST.

FOR COUNTY USE ONLY
APPLICATION FEES

Prepared by Maria Cole Date 11/01/12

OTHER
TOTAL AMOUNT \$30.00

Approved by Rodolfo Rios Date 10/24/12

Light [ ] Water [ ]

Signature of Owner or Applicant Sergio Rios Date 11-1-2012

Flood Zone: MI 480334 Pct: 4
Panel No. /Suffix:

Community No.: 0425 C

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.

11/01/12 gave applicant YES & NO form (AR)



# 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  
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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

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

Precinct 1 2 3 4

Application No: 4-11982

### 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:  
owner: Yolanda Salazar  
Name: Isidro mendoza

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>  /  /  </u>	<u>Existing System</u> <u>12/17/12</u>

Address: 13505 Collin Dr.  
Edinburg TX 78542

Water Supplier: ~~North Atama~~ NA

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

Phone: 575-602-6940

Account/ESI No.: 10032789419024395  
[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Collin Lot 8

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;
- no 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;
- yes 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 7-18-83);  
(verified by Flore Castillo);

(verified by [Signature]);  
(verified by [Signature]);  
(verified by Flore Castillo);

Flore Castillo  
Planning Department Authorized Signature

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# 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

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

Precinct 1 2 3 4

Application No: 4-11982

### 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:**

owner: Yolanda Salazar  
Name: Isidro Mendoza

Address: 13505 Collin Dr.

Edinburg TX 78542

Phone: 575-602-6240

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

Collin lot 8.

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

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

Yolanda Salazar 12-16-12  
Requesting Party (Signature) Date

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

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

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

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

12-17-12  
Date

Juan E. Carillo  
County Official

2355488

**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.**

**General Warranty Deed**

**Date:** October 31, 2012

**Grantor:** HECTOR CABRALES

**Grantor's Mailing Address:**

HECTOR CABRALES  
8605 LAS PALMAS DRIVE  
PHARR, TEXAS 78577

**Grantee:** YOLANDA MENDOZA SALAZAR, as her sole and separate property

**Grantee's Mailing Address:**

YOLANDA MENDOZA SALAZAR  
631 SEGUIN STREET  
GIDDINGS, TEXAS 78942

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lot Eight (8), Collin Subdivision, a resubdivision of the South 10 acres of the North 20 acres, Lot 4, Block 95, Missouri-Texas Land & Irrigation Company Subdivision, Hidalgo County, Texas, according to the map of plat thereof on file and of record in the Office of the County Clerk of said County.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**


None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, 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 heirs, 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.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

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

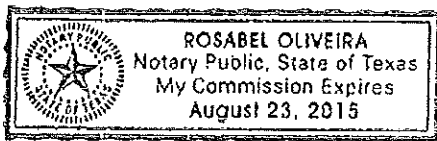
  
\_\_\_\_\_  
HECTOR CABRALES

  
\_\_\_\_\_  
YOLANDA MENDOZA SALAZAR

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on October 31, 2012, by HECTOR CABRALES.

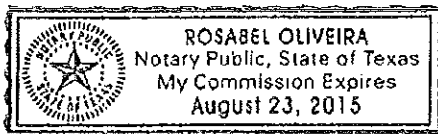


*Rosabel Oliveira*  
Notary Public, State of Texas  
My commission expires: Aug 23, 2015

STATE OF TEXAS )

COUNTY OF HIDALGO )

This instrument was acknowledged before me on October 31, 2012, by YOLANDA MENDOZA SALAZAR.



*Rosabel Oliveira*  
Notary Public, State of Texas  
My commission expires: Aug 23, 2015

PREPARED IN THE OFFICE OF:

FLORES & TORRES, L.L.P.  
118 E. Cano St.  
Edinburg, Texas 78539  
Tel: (956) 287-9191  
Fax: (956) 287-9190

AFTER RECORDING RETURN TO:

YOLANDA MENDOZA SALAZAR  
631 SEGUIN STREET  
GIDDINGS, TEXAS 78942

Chapter 232 Texas LGC Application

APPLICATION NO:

4-11982

Dec. 13, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C6430-00-000-0008-00

[ 1 ] OWNER: SALAZAR, YOLANDA MENDOZA

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION
COLLIN LOT 8

631 SEGUIN ST.
GIDDINGS, TX. 78942

Telephone No. 330-2864

LOCATION: 0 493 & M. CRISTO

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

[ 4 ] PURPOSE OF APPLICATION: MOVED BUILDING
29- RESIDENTIAL MOVE-IN/RELO.BUILD

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

[ 5 ] SIZE OF STRUCTURE: 256 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA: YES
NO

[ 6 ] USE OF BUILDING: RES.ZONE-X

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" FROM STREET.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER
TOTAL AMOUNT \$60.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: Pct: 4

Community No.:

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.

Prepared by

Date

Approved by

Date

Signature of Owner or Applicant

Date

Signature of Owner or Applicant

Date

[ 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.