

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Johanna Rubalcava Cornejo	4-12387
2.	Jose L. Serna	4-12397
	COMM. COURT: May 14, 2013	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

Main Office
1304 South 25th 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: 9-12387

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: Johanna Rubalcava Conner
Address: 213 E. Georgia
Atton, TX 78573
Phone: (956) 862-7972

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

SANTA CLAUZ Ranches # 2 lot 66 H11' 00

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Johanna Rubalcava C. 5-6-2013
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

05/08/13
Date

[Signature]
County Official

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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: March 14, 2013

Grantor: Rolando Garcia and wife, Sonia Garcia

Grantor's Mailing Address (including county): 1704 N. Ebony St.
Pharr, Texas 78577
Hidalgo County, Texas

Grantee: Johanna Rubalcava Cornejo

Grantee's Mailing Address (including county): 2013 Frontier Dr.
Mission, Texas 78572
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of FIFTY THOUSAND AND NO/100THS DOLLARS (\$50,000.00) payable to the order of Rolando Garcia and wife, Sonia Garcia, and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to BYRON JAY LEWIS, Trustee.

Property (including any improvements):

Lot Sixty-six (66), SANTA CRUZ RANCHES NO. 2, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 46, Pages 133-137, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

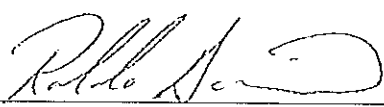
Restrictive covenants recorded in VOLUME 46, PAGES 133-137, MAP RECORDS, HIDALGO COUNTY, TEXAS.

All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated February 24, 1936, recorded in Volume 444, Page 1, Deed Records, dated August 3, 1938, recorded in Volume 448, Page 36, Deed Records, dated September 7, 1935, recorded in Volume 525, Page 177, Deed Records and dated October 3,

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, 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 to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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 forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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

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



Rolando Garcia

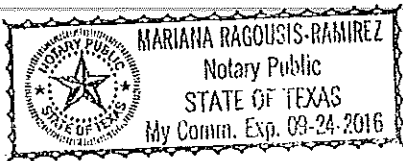



Sonia Garcia

(Acknowledgment)

State of Texas §
County of Hidalgo §

This instrument was acknowledged before me on the 21st March, 2013, by Rolando Garcia and wife, Sonia Garcia.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Johanna Rubalcava Cornejo

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 784250;mr:cam



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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1304 South 25th Street
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Precinct 1 2 3 4

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

Application No: 4-12397
05-07-13

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: Jose L. Serna Jr.

Address: 15208 E. Mile 19 North
Edinburg TX. 78542

Phone: (956) 457-5223

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

Evergreen Valley Est. #6 Lot #15

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jose L. Serna Jr.
Requesting Party (Signature)

5-7-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

05/08/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

4-12397

May. 7, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1304 S. 25th Ave
TEL 318-2840

EDINBURG TX 78539
FAX 318-2844

E8250-06-000-0015-00

[1] OWNER: SERNA, JOSE LUIS JR.

5301 STANDARD AVE.
SAN JUAN, TX. 78589

Telephone No. 457-5223

[7] LEGAL DESC./NAME OF SUBDIVISION
EVERGREEN VALLEY EST. #6
LOT 15

LOCATION: 0 VALVERDE & MILE 19 RD

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: \$80,000

[5] SIZE OF STRUCTURE: 2,966 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RES.HOME. ZONE.X-44

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 40' REAR 35'
SIDE 6' . 18" ABOVE CNTR LINE OF ST

FOR COUNTY USE ONLY APPLICATION FEES

OTHER

TOTAL AMOUNT \$30.00

Light []

Water []

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

05/07/13

Approved by

Date

05/07/13

Signature of Owner or Applicant

Date

5-7-13

[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.

NOTICE OF CONFIDENTIALITY 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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: September 29, 2012

Grantor: Evergreen Valley Inc., a Texas Corporation

Grantor's Mailing Address:

3714 S. Exp. 281

Edinburg, Texas 78542

2373845

Grantee: Jose L. Serna Jr

Grantee's Phone Number: (956) 457-5223

Grantee's Mailing Address (including county):

5301 Standard Ave.

San Juan, Texas 78589

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 Forty-Two Thousand Four Hundred Fifty No/100's (\$42,450.00) Dollars, 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 Nancy Scurlock, Trustee.

Property (including any improvements):

Lot(s) 15, Evergreen Valley Estates, Phase VI, as per map or plat thereof filed on August 8, 2012, and recorded under Clerk's File Number 2333248, Official Records and Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated March 8, 2012, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2291528. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. A lien securing a promissory note (the "Prior Note"), dated March 8, 2012, payable to the order of Sundown Developments, Ltd., a Texas Limited Partnership which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 2291529. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
3. Visible and apparent easements on or across the subject property;
4. Rights of parties in possession;
5. Easements, rights-of-way, and prescriptive rights, whether of record or not;
6. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
7. Rights of adjoining owners in any walls and fences situated on a common boundary;
8. Any discrepancies, conflicts, or shortages in area or boundary lines;
9. Any encroachments or overlapping of improvements;
10. 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;
11. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

JLS

12. 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;
13. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Evergreen Valley Estates, Phase VI, as shown on the plat thereof, recorded as Document Number 2333248 in the Official Records of Hidalgo County, Texas; and
14. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

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 there from. If the Property 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 Property 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.

~~Evergreen Valley Inc., a Texas Corporation~~

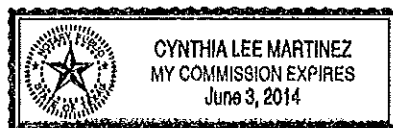
BY: *Herb Scurlock III*
Herb Scurlock III, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on 9/29/2012, by Herb Scurlock III, Secretary of Evergreen Valley Inc., a Texas Corporation, on behalf of said Texas Corporation.

Cynthia L. Martinez
Notary Public, State of Texas



AFTER RECORDING RETURN TO:
Evergreen Valley Inc.
3714 S. Exp. 281
Edinburg, Texas 78542
Special Warranty Deed
Page 2

DLA