



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: 1-10524

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: Jesus Hernandez

Address: 1211 W. Mile 14
Weslaco, Tx 78596

Phone: (956) 351-0662

| Approved by Environmental Health: | Temporary Service | Final Service |
|--------------------------------------|----------------------|----------------------|
| _____ | _____ | _____ |
| Inspection/Permit No: | Authorized Signature | Authorized Signature |
| Date Approved: | <u> / /</u> | <u> / /</u> |

Water Supplier: NAWSC

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

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

regarding the land described as:

Palos Rojos lot #1

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; (Date approved 7/12/05);
- Yes A plat has been reviewed and approved by the Commissioners Court; (verified by Gilbert Reiron);
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [Signature]);
- 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; (verified by [Signature]);
- 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; (verified by [Signature]);
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



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Precinct 2 3 4

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

Application No: 1-10524

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: Jesus Hernandez

Address: 1211 W. Mile 14
Weslaco, Tx 78596

Phone: (956) 351-0662

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

Palos Rojos lot #1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jesus Hernandez
Requesting Party (Signature)

8-30-2013
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

8/30/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-10524

Aug. 30, 2013

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

P3108-00-000-0001-00

[1] OWNER: HERNANDEZ, JESUS & MARIA

1211 W. MILE 14
WESLACO, TX 78596

Telephone No. 351-0662

[7] LEGAL DESC./NAME OF SUBDIVISION

PALOS ROJOS
LOT 1

LOCATION: 0 MILE 13 & FM 88

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

[4] PURPOSE OF APPLICATION: MOBILE HOMES

44-MOBILE HOMES

[10] EST. COST OF CONST.: \$4,000

[5] SIZE OF STRUCTURE: 980 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES


NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 15' S. SIDE 7.5' CORNER SIDE 15'
FINISH FLOOR ELEV. 18" ABOVE TOP OF CURB

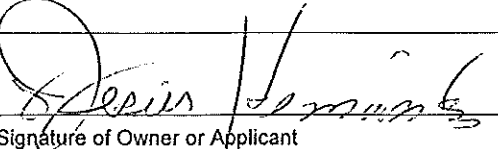
FOR COUNTY USE ONLY
APPLICATION FEES


Prepared by

8/30/13
Date

Jonathan Isidor
Approved by

8/30/13
Date


Signature of Owner or Applicant

8/30/2013
Date

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix: 0450C Pct: 1

Community No.: 480534

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.

General Warranty Deed**Date:** June 10, 2013**Grantor:** Ramiro Zamora, spouse of Linda Zamora; and Esmeralda Carmona, a single woman**Grantor's Mailing Address:**

Ramiro Zamora
3210 South Ash Street
Weslaco, Texas 78596
Hidalgo County

Linda Zamora
1701 Lott Road
Donna, TX 78537

Esmeralda Carmona
3260 South Ash Street
Weslaco, Texas 78596
Hidalgo County

Grantee: Jesus Hernandez, spouse of Maria Elizabeth Hernandez**Grantee's Mailing Address:**

Jesus Hernandez and Maria Elizabeth Hernandez
1211 West Mile 14
Weslaco, Texas 78596
Hidalgo County

Consideration:

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

Property (including any improvements):

Lot(s) 1, Palos Rojos Subdivision, as shown by the map or plat thereof recorded in Volume 48, Pages 90-92, Map Records of Hidalgo County, Texas and further recorded in Release of Lien recorded as document 2236067 of the Property Records of Hidalgo County Texas.

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.

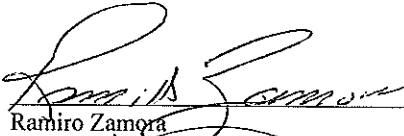
GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY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

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.

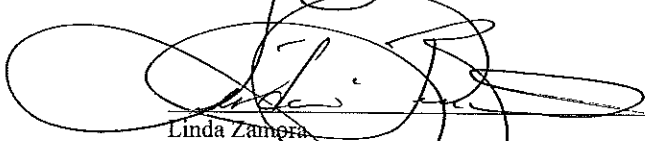
As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type of transaction new liabilities for environmental problems affecting the property.

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

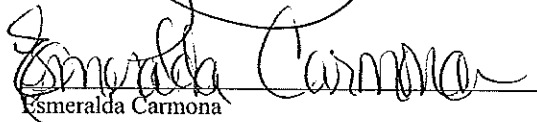
When the context requires, singular nouns and pronouns include the plural.



Ramiro Zamora



Linda Zamora



Esmeralda Carmona

COUNTY OF HIDALGO)

This instrument was acknowledged before me on June 10, 2013
2013, by Ramiro Zamora.



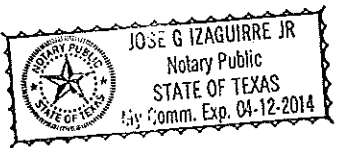
Ms. Alma D. Garza
Notary Public, State of Texas
My commission expires: 03/01/2015

True Automation, Inc.

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on JUNE 10, 2013
2013, by Linda Zamora.

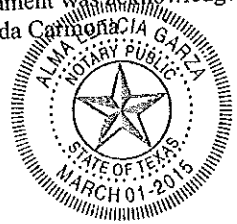


Jose G. Izaguirre Jr.
Notary Public, State of Texas
My commission expires: 4/12/2014

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on June 10, 2013
2013, by Esmeralda Carmona.



Ms. Alma D. Garza
Notary Public, State of Texas
My commission expires: 03/01/2015

PREPARED IN THE OFFICE OF:

Law Office of Rene Segundo
P.O. Box 6808
5200 North McColl Road, Suite 3
McAllen, Texas 78502-6808
Tel: (956) 627-3742
Fax: (956) 720-0715

AFTER RECORDING RETURN TO:

Jesus Hernandez
1211 West Mile 14
Weslaco, Texas 78596

HIDALGO COUNTY APPRAISAL DISTRICT
PROPERTY 701444



PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

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

Precinct 2 3 4

Application No: 1-10480

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: Sonia Castillo

Address: 1505 San Vicente St.
Weslaco Tx. 78596

Phone: (956) 647 3734

| Approved by Environmental Health: | Temporary Service | Final Service |
|--------------------------------------|----------------------|----------------------|
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | |
| Date Approved: | <u>1 / 1</u> | <u>1 / 1</u> |

Water Supplier: North alamo water supply

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

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

regarding the land described as:

El Obispoado lot # 57

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; (Date approved 8/16/94);
- yes A plat has been reviewed and approved by the Commissioners Court; (verified by Gilbert Rivera);
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by HP);
- 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; (verified by HP);
- 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; (verified by HP);
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by HP);

[Signature]
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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956-205-7045
956-205-7049

Precinct ① 2 3 4

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

Application No: 1-10486

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: Sonia Castillo
Address: 1505 San Vicente N.
Weslaco Tx. 78596
Phone: (956) 647-3734

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

El Obispaño 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

Sonia Castillo
Requesting Party (Signature)

8-28-13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

9/4/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-10486
Aug. 13, 2013

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

E4560-00-000-0057-00

[1] OWNER: CASTILLO, JULIA
CASTILLO, SONIA
1609 SAN VICENTE N.
WESLACO TX 78596

[7] LEGAL DESC./NAME OF SUBDIVISION
EL OBISPADO LOT 57

Telephone No.

LOCATION: 0 MILE 6 & MILE 14

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[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.: \$5,000

[5] SIZE OF STRUCTURE: 348 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: REST. ZONE C-29

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:15' SIDES:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 04502 Pct: 0

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 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 8/13/13

Approved by JONATHAN ESCOBAR Date 8/12/13

Signature of Owner or Applicant [Signature] Date 8-13-13

[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

WARRANTY DEED

Date: November 6, 2012

Grantor: BREAD OF LIFE CHURCH

Grantor's Mailing Address: 2820 N. Conway Avenue
Mission, Hidalgo County, Texas 78574

Grantee: JULIA CASTILLO and SONIA CASTILLO, as their sole and separate property and estate.

Grantor's Mailing Address: 1609 San Vicente Norte
Weslaco, Hidalgo County, Texas 78596

Consideration: Ten and No/100THS (\$10.00) Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged.

Property: Lot 57, El Obispado Subdivision, an addition to the City of Weslaco, Hidalgo County, Texas, according to the map thereof recorded in Volume 29, Page 117, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

SAVE AND EXCEPT, all oil, gas, and other minerals in, on, under, or that may be produced from the above described land which have been reserved or conveyed by prior owners in documents recorded in the office of the Hidalgo County, Clerk.

Reservations from and Exceptions to Conveyance and Warranty:

1. SUBJECT TO any and all reservations, restrictions, covenants, conditions, easements and oil and gas leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the above described property.
2. Standby fees, taxes and assessments by any taxing authority for the year 2008 and subsequent years.

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 Grantors' 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 exceptions 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 on this property.

Antonio Montes

ANTONIO MONTES, REPRESENTATIVE FOR
BREAD OF LIFE CHURCH

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 6th day of November 2012, by Antonio Montes, Representative for Bread of Life Church, to certify which witness my hand and official seal.



Cindy Parras
NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires: 7-16-2013

AFTER RECORDING RETURN TO:

LAW OFFICE OF JUAN E. GONZALEZ
3110 E. BUS. HWY 83
WESLACO, TEXAS 78596
956/447-5585



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Precinct ① 2 3 4

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

Application No: 1-10523

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: Noe Vasquez, Jr.
Berta H. Valdez

Address: P.O. Box 516
Donna, TX.
78537

Phone: 363-2430

| | | |
|--------------------------------------|----------------------|----------------------|
| Approved by Environmental Health: | Temporary Service | Final Service |
| Inspection/Permit No: | Authorized Signature | Authorized Signature |
| Date Approved: | <u> / /</u> | <u> / /</u> |

Water Supplier: NAWSC

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

Account/ESI No.: NIA
 Temporary Pole Permanent Service

regarding the land described as: Sunset Valley Ph. #2 lot # 67

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; (Date approved 8/9/13);
- Yes A plat has been reviewed and approved by the Commissioners Court; (verified by Gilbert Pecina);
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by [Signature]);
- 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; (verified by [Signature]);
- 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; (verified by [Signature]);
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [Signature]);

[Signature]
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: 1-10523

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: Berta A. Valdez
Address: P.O. Box 516
Donna, TX. 78537
Phone: 363-2430

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

Sunset Valley Ph. #2 lot #67

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Berta A. Valdez 8-30-2013
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

9/4/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-10523

Aug. 30, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

S7658-02-000-0067-00

[1] OWNER: VASQUEZ, NOE JR.
VALDEZ, BERTA A.
PO BOX 516
DONNA TX 78537

[7] LEGAL DESC./NAME OF SUBDIVISION
SUNSET VALLEY PH 2 LOT 67

Telephone No. 363-2430

LOCATION: 0 MIDWAY & STITE

[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.: \$7,000

[5] SIZE OF STRUCTURE: 768 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: REST. ZONE X-29

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' READ:15' SIDES:6'
MIN. ELEV. ABOVE TOP CENTERLINE OF ST. 18"

FOR COUNTY USE ONLY
APPLICATION FEES

Prepared by [Signature] Date 8/30/13

OTHER _____
TOTAL AMOUNT \$30.00

Approved by [Signature] Date 8/30/13

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 04500 Pct: 0

Community No.: 480334

Certification of Elevation Required: YES NO BFE

Signature of Owner or Applicant Berta A. Valdez Date 8-30-2013

- 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.

DEED OF TRUST

Date: August 26, 2013

Grantor: Noe Vasquez, Jr. and Berta A. Valdez
Grantor's Mailing Address (including county):
P.O. Box 516
Donna, Texas 78537
Hidalgo County, Texas

Trustee: Robert Geissler
Trustee's Mailing Address (including county):
323 Nolana
McAllen, Texas 78504
Hidalgo County, Texas

Beneficiary: Sandoval Development, L.P., a Texas Limited Partnership
Beneficiary's Mailing Address:

605 N. Main Street, Suite C
Donna, Texas 78537

Note:

Date: August 26, 2013
Amount: Twenty-Nine Thousand and 0/100 Dollars (\$29,000.00)
Maker: Noe Vasquez, Jr. and Berta A. Valdez

Payee: Sandoval Development, L.P., a Texas Limited Partnership

Property (including any improvements):

Lot(s) 67, Sunset Valley Subdivision, Phase 2, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2438290

Other Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated May 7, 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 2312955;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. 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;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Sun Valley Subdivision, Phase 2, as shown on the plat thereof, filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2438290; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor and Beneficiary covenant and agree as follows:

1. **Payment.** Grantor shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Deed of Trust shall be made in U.S. currency. However, if any check or other instrument received by Beneficiary as payment under the Note or this Deed of Trust is returned to Beneficiary unpaid, Beneficiary may require that any or all subsequent payments due under the Note and this Deed of Trust be made in one or more of the following forms, as selected by Beneficiary: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Beneficiary when received at the location designated in the Note or at such other location as may be designated by Beneficiary. Beneficiary may return any payment or partial payment if the payment or partial payments are insufficient to bring the Note current. Beneficiary may accept any payment or partial payment insufficient to bring the Note current, without it constituting a waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Beneficiary is not obligated to apply such payments at the time such

Grantor represents that this deed of trust and the note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the property; the debt is secured both by this Deed of Trust and by a Vendor's Lien on the property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this instrument shall be cumulative. Beneficiary may elect to foreclose under either of the liens without waiving the other or may foreclose under both. The deed is incorporated into this deed of trust. If directed by Beneficiary, Trustee may sell part of the Property at foreclosure sale and such sale will not exhaust Beneficiary's rights under this Deed of Trust or prohibit Trustee from later selling at foreclosure the balance of the Property under the terms of this Deed of Trust.

13. Due on Sale. In the event that a sale or conveyance is made of all or any portion of the Property without the prior written consent of Beneficiary to said sale, then Beneficiary may at its election accelerate the maturity of the note and demand full payment of the balance of all principal and interest remaining due thereon. If Beneficiary exercises this option, Beneficiary shall give Grantor notice of acceleration. The notice shall provide a period of not less than 20 days from the date the notice is given within which Grantor must pay all sums secured by this Deed of Trust. If Grantor fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Deed of Trust without further notice or demand on Grantor.

14. Notices. All notices given by Grantor or Beneficiary in connection with this Deed of Trust must be in writing. Any notice to Grantor in connection with this Deed of Trust shall be deemed to have been given to Grantor when mailed by first class mail or when actually delivered to Grantor's notice address if sent by other means. Notice to any one Grantor shall constitute notice to all Grantors unless Applicable Law expressly requires otherwise. The notice address shall be Grantor's Mailing Address unless Grantor has designated a substitute notice address by notice to Beneficiary. Grantor shall promptly notify Beneficiary of Grantor's change of address. If Beneficiary specifies a procedure for reporting Grantor's change of address, then Grantor shall only report a change of address through that specified procedure. There may be only one designated notice address under this Deed of Trust at any one time. Any notice to Beneficiary shall be given by delivering it or by mailing it by first class mail to Beneficiary's address stated herein unless Beneficiary has designated another address by notice to Grantor. Any notice in connection with this Deed of Trust shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

15. Tax and Insurance Reserve. Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

16. Reinstatement. Grantor appoints Beneficiary, its successors and assigns, as Grantor's attorney-in-fact to sign reinstatement agreements reinstating the Note as an installment note in the event it has been accelerated. Beneficiary's authority as Grantor's attorney-in-fact is limited to the authority to execute one or more of such reinstatement agreements on Grantor's behalf. This power of attorney is coupled with an interest and may not be revoked by Grantor until the Note is paid in full. Nothing in this paragraph shall obligate Beneficiary to reinstate the Note after acceleration, the decision of whether or not to reinstate the Note being within Beneficiary's sole discretion.

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

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

Noe Vasquez, Jr.
Noe Vasquez, Jr.

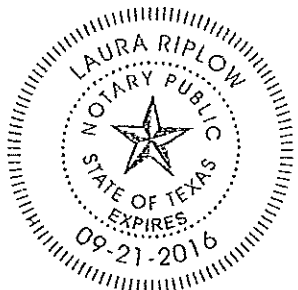
Berta A. Valdez
Berta A. Valdez

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 26th day of August, 2013, by Noe Vasquez, Jr.

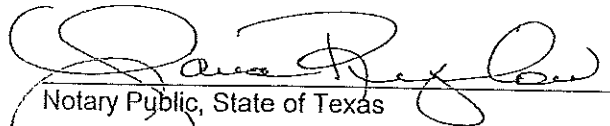
[Signature]
Notary Public, State of Texas



(Acknowledgment)

as
Hidalgo

Instrument was acknowledged before me on the 26th day of August, 2013, by Berta A. Valdez.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Sandoval Development, L.P.
605 N. Main Street, Suite C
Donna, Texas 78537

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(956) 630-9401
www.ReMerge-It.com