



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: 1-10003

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: Jan F Martinez

Address: 109 N. Pino
Weslaco, TX
78596

Phone: (956) 472-0868

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

Maniposa lot # 48

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 12-8-97);
- 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 ND);
- 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 ND);
- 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 ND);
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by ND);

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: 1-10603

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: Juan F Martinez
Address: 109 N. Pino
Weslaco, TX. 78596
Phone: (956) 472-0868

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

Mariposa lot # 48

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Juan F Martinez
Requesting Party (Signature)

10/8/13
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:

10/8/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-10603

Oct. 8, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

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

M1110-00-000-0048-00

[1] OWNER: MARTINEZ, JUAN FRANCISCO
109 N PINO ST

[7] LEGAL DESC./NAME OF SUBDIVISION
MARIPOSA LOT 48

WESLACO TX 78596-5243

Telephone No. 472-0868

LOCATION: 0 MILANOS & HWY 83

[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.: \$50,000

[5] SIZE OF STRUCTURE: 1,162 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 30' REAR 15' SIDES 10' FINISH FLOOR ELEV.
18" ABOVE NATURAL GROUND

**FOR COUNTY USE ONLY
APPLICATION FEES**


Prepared by

10/8/13
Date

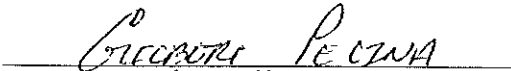
OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450B Pct: 1

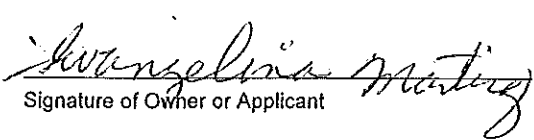
Community No.: 480334

Certification of Elevation
Required: YES NO BFE


Approved by

10/8/13
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.


Signature of Owner or Applicant

10/18/13
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.

**SPECIAL WARRANTY DEED WITH
VENDOR'S LIEN**

Date: May 11, 2002

Grantor: Sellflo Group, L.L.C., a Limited Liability Company

Grantor's Mailing Address (including county):

2011 N. Conway
Mission, Texas 78572
Hidalgo County, Texas

Grantee: Juan Fransisco Martinez
First, Grantee's Social Security Number: 458 59 8905
Grantee's Phone Number: 956 968 5694
Grantee's Mailing Address (including county):

109 N. Pino
Weslaco, Texas 78596
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 Sixteen Thousand and 00/100 Dollars (\$16,000.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 48, Hariposa Subdivision, as shown by the map or plat thereof recorded in Volume 33,
Page 16, Map Records, Hidalgo County, Texas

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 an 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;
11. All Easements, restrictions, set back lines, Drainage Swale requirements, and other matters shown on the plat of the Subdivision recorded in the Map Records of Hidalgo County, Texas;

for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

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.

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.

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.

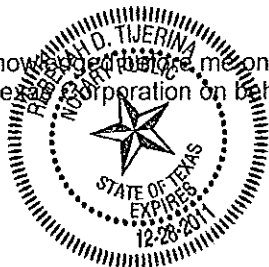
Rio Valley Properties, Inc., a Texas Corporation

BY: Cynthia K. Cohrs
Cynthia K. Cohrs, Secretary

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged to me on the 14th day of April, 2009, by Cynthia K. Cohrs, as the Secretary of Rio Valley Properties, Inc., a Texas Corporation on behalf of said Texas corporation.



Theresa D. Tijerina
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Rio Valley Properties, Inc.
P.O. Box 936
Donna, Texas 78537

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