



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 D 2 3 4

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

Application No: 20132

HIDALGO COUNTY CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Name: Maria S Leal

Address: 3619 Campacuas Dr.

3627 Campacuas Dr.
Mercedes Tx 78520

Phone: (956) 832 84 56

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

Water Supplier: city of Mercedes

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

Account/ESI No.: 10032789443615965
 Temporary Pole Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Indian Hills lot # 527 B11C #1

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



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

Application No: 20132

AFFIDAVIT TO APPLY TO THE COUNTY OF HIDALGO FOR CERTIFICATE OF WATER SERVICE AVAILABILITY UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

MARIA S. NEAL

Known to me [or proved to me in the oath of TX 04# 34040069 or through
(description of federal or state government ID card with photograph and signature)],
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

AA INDIAN HILLS Bk 1 LOT 527."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

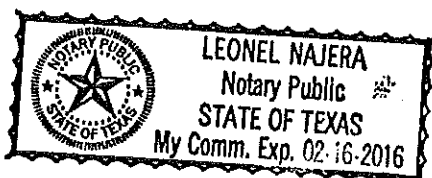
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Maria S. Neal (Signature)

SUBSCRIBED AND SWORN TO before me on JANUARY 14, 2015, to certify which, witnesses my hand and seal of office.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO:
20132
Jun. 20, 2003

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

I2230-00-001-0527-00

[1] OWNER: LEAL, MARTIN MORALES

[7] LEGAL DESC./NAME OF SUBDIVISION
INDIAN HILLS LOT 527 BLK 1

PO BOX 144
MERCEDES, TX 78570-0144

Telephone No. 376-0030

LOCATION 0 MI 11 N & FM 491

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: OTHE

[4] PURPOSE OF APPLICATION: NEW RESIDENCE

[10] EST. COST OF CONST.: \$3,000

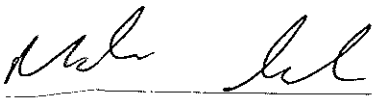
[5] SIZE OF STRUCTURE: 1,250 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: RESIDENTIAL

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL REGULATIONS AS PER COUNTY
STATE & CITY/ SETBACKS FRONT 25' SIDE 6' REAR 15'

FOR COUNTY USE ONLY APPLICATION FEES


Prepared by

06/20/03
Date

OTHER _____
TOTAL AMOUNT \$0.00

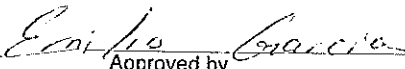
Light [] Water []

Flood Zone: MI
Panel No. /Suffix: 0450C Pct: 1

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.


Approved by

6-20-03
Date


Signature of Owner or Applicant

6-20-03
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.

DATE : September 15, 2000

GRANTOR : Indian Hills Partnership

GRANTOR'S MAILING ADDRESS : 802 N. McCoil
McAllen, Hidalgo County, Texas 78501

GRANTEE : Martin Morales Leal

GRANTEE'S MAILING ADDRESS : P.O. Box 144
Mercedes, Texas 78570

CONSIDERATION : TEN AND NO/100 DOLLARS (\$10.00), and a note of even date that is in the principal amount of Seven thousand Five hundred and NO/100 Dollars (\$7500.00) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien in this deed and by a deed of trust of even date from Grantee to Ronald A. Case, Trustee.

PROPERTY :

Lot Five hundred Twenty-Seven (527), Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas; SAVE AND EXCEPT all oil, gas and other minerals, and all geothermal energy, and further SAVE AND EXCEPT (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.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY :

These reservations and exceptions on Exhibit "A" attached hereto and made a part hereto for all purposes.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and rights and appurtenances thereto to any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, 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, by, through and under Grantor and no further.

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 shall become absolute.

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

Grantee accepts the herein described 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 (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or praise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Indian Hills Partnership

BY: 

Robert L. Schwarz, Partner

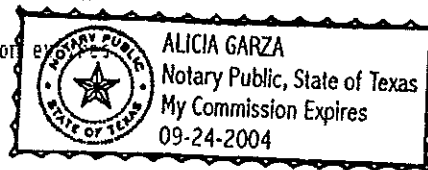
This instrument was acknowledged before me on the 12th day of ^{October} September, 2000 by Robert L. Schwarz, Partner

Alicia Garza

Notary Public, State of Texas

Notary's name (printed) :

Notary's commission expires



BUYER'S ACCEPTANCE OF DEED
09-15-2000

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Martin Morales Leal
Martin Morales Leal

AFTER RECORDING RETURN TO :
Harold Munal
820 N. McCall
Allen, Texas 78501

EXHIBIT "A"

1. Minimum floor elevations, setback lines and utility easements as shown on the map of Indian Hills Subdivision, recorded in Volume 23, Page 180 and 181 and amended map recorded in Volume 14, Page 31, Map Records of Hidalgo County, Texas.
2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restrictions as shown on the recorded and dedicated map of the above described subdivision.
3. Easement and Agreement in favor of Central Power and Light Company, dated January 23, 1984, recorded in Volume 1944, Page 183, Official Records of Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map.
4. Pipeline easement in favor of Rio Grande Valley Gas Company, as shown by instrument dated April 10, 1985, recorded in Volume 3123, Page 740, Official Records of Hidalgo County, Texas.
5. Right of Way Easements in favor of Hidalgo County as shown by instrument dated September 10, 1933, recorded in Volume 782, Page 561, Deed Records of Hidalgo County, Texas.
6. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by D'Hezacourt Properties, Inc. to Southport Exploration, Inc., dated March 15, 1982, recorded in Volume 415, Page 232, Oil and Gas Records of Hidalgo County, Texas.
7. Taxes for the year 2000, and all subsequent years and all subsequent assessments for prior years.
8. Subject to Subdivision regulations of the County of Hidalgo State of Texas and/or Zoning and Building Ordinances and Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.
9. Agreement in favor of Valley Electric and Ice Company as set forth in instrument dated August 25, 1925, recorded in Volume 197, Page 291, Deed Records of Hidalgo County, Texas.
10. Agreement by and between Border Pipeline Company, Western Natural Gas Company and Rio Grande Valley Gas Company as to use of pipeline as set forth in instrument dated May 1, 1963, recorded in Volume 1115, Page 285, Deed Records of Hidalgo County, Texas.
11. Pipeline easement in favor of Mercedes Fuel Company as shown by instrument dated April 24, 1937 recorded in Volume 431, Page 254, Deed Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by Euchariste M. D'Hezacourt, Individually and as Independent Executor of the Estate of George A. D'Hezacourt, Deceased, to Karl Hoblitzelle, dated February 1, 1956, recorded in Volume 134, Page 37, Oil and Gas Records of Hidalgo County, Texas.
13. Building restrictions, a copy of which has been reviewed with grantee(s) and which are recorded under Doc # 321859 in the office of the County Clerk of Hidalgo County, Texas.

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

On: Oct 17, 2000 at 03:20P

As a Recording

Document Number: 913637
Total Fees : 13.00

Receipt Number - 308868
By Imelda Leal, Deputy

CAUSE NO. F-0746-14-5

IN THE MATTER OF
THE MARRIAGE OF

MARIA S. LEAL
AND
MARTIN LEAL MORALES

AND IN THE INTEREST OF
A.A.L., D.A.L. AND L.L., CHILDREN

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IN THE DISTRICT COURT

CC#5 JUDICIAL DISTRICT

HIDALGO COUNTY, TEXAS

FINAL DECREE OF DIVORCE

On July 15, 2014, the Court heard this case.

Appearances

Petitioner, Maria S. Leal, appeared in person and through attorney of record, Marcus C. Barrera, and announced ready for trial.

Respondent, Martin Leal Morales, although duly and properly cited, did not appear and wholly made default.

Record

The record of testimony was duly reported by the court reporter for County Court at Law No. Five of Hidalgo County, Texas.

Jurisdiction and Domtelle

The Court finds that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed.

The Court further finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Divorce

IT IS ORDERED AND DECREED that Maria S. Leal, Petitioner, and Martin Leal Morales,

FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

Division of Marital Estate

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party and the children of the marriage.

Property to Husband

IT IS ORDERED AND DECREED that the husband, Martín Leal Morales, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. All sums of cash in the possession of the husband or subject to his sole control, including funds on deposit, together with accrued but unpaid interest, in banks, savings institutions, or other financial institutions, which accounts stand in the husband's sole name or from which the husband has the sole right to withdraw funds or which are subject to the husband's sole control.

H-2. All sums, whether matured or unmatured, accrued or unaccrued, vested or otherwise, together with all increases thereof, the proceeds therefrom, and any other rights related to any profit-sharing plan, retirement plan, Keogh plan, pension plan, employee stock option plan, 401(k) plan, employee savings plan, accrued unpaid bonuses, disability plan, or other benefits existing by reason of the husband's past, present, or future employment.

H-3. All individual retirement accounts, simplified employee pensions, annuities, and variable annuity life insurance benefits in the husband's name.

Property to Wife

IT IS ORDERED AND DECREED that the wife, Maria S. Leal, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lot Five Hundred Twenty-Seven (527), Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to map and plat of record in Volume 23 page 180 and 181 and in volume 24, page 81, Map Records of Hidalgo County, Texas

indemnity relates.

IT IS ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

Clarifying Orders

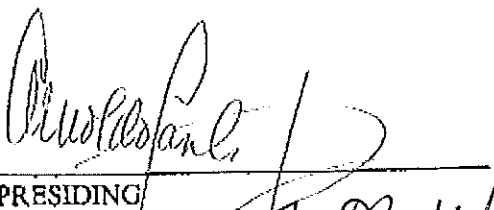
Without affecting the finality of this Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment 16 July 2014

SIGNED on _____



JUDGE PRESIDING

APPROVED AS TO FORM ONLY:


BARRERA, SANCHEZ & ASSOCIATES, P.C.
10113 North 10th St., Suite A
McAllen, Texas 78504
Tel: (956) 287-7555
Fax: (956) 287-7711

By: _____

Marcus C. Barrera
Attorney for Petitioner
State Bar No. 00790271
E-Mail: marcus@bsmlawyers.com and melissa@bsmlawyers.com

DATE 7/16/14
I, true copy I certify
LAURA HINOJOSA
District Clerk, Hidalgo County, Texas
By _____ Deputy #33

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:



Maria S. Leal, Petitioner