





# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15

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

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-12605

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

Upon the application of:

Name: Maria Terles

Address: 12537 Shawnee  
Mercedes, TX  
78570

Phone: (956) 261-2242

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved: _____	_____	_____

Water Supplier: Mercedes

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

Account/ESI No.: 10032789449542725  
[  ] Temporary Pole [ ] Permanent Service  
Mobile Home

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

Indian Hills Lot #353 B1K#7

[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.

\_\_\_\_\_  
Planning Department Authorized Signature

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date



**PLANNING DEPARTMENT**  
**County of Hidalgo**

Rev. 06-03-15

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

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-12605

**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 Telles

Known to me [or proved to me in the oath of Consuelmex 9834232 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:

Indian Hills Lot #353 BIK#1"

[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."

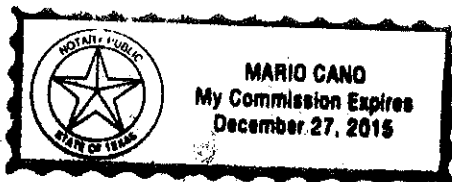
-OR-

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 Telles (Signature)

SUBSCRIBED AND SWORN TO before me on August 26, 2015, to certify which, witnesses my hand and seal of office.

Mario Cano  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



# Chapter 232 Texas LGC Application

APPLICATION NO:  
1-12605  
Aug. 14, 2015

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

12230-00-001-0353-00

[1] OWNER: TELLES, MARIA DELFINA  
ALARCON, OSWALDO  
2104 JIMMY CARTER  
WESLACO, TEXAS 78596  
Telephone No. 261-2242

[7] LEGAL DESC./NAME OF SUBDIVISION  
INDIAN HILLS LOT 353 BLK 1

LOCATION: 0 FM 491 & MILE 11

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: META

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

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

[5] SIZE OF STRUCTURE: 900 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[6] USE OF BUILDING: MOBILE HOME ZONE X-20

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY W/ COUNTY SETBACKS FRONT 25'  
SIDES 6' REAR 15'

### FOR COUNTY USE ONLY APPLICATION FEES

Johanna Vallejo 8/14/2015  
Prepared by Date

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

Leonel Najera 8/13/15  
Approved by Date

Light [X] Water [X]

Flood Zone: NO 0450c Pct: 1  
Panel No. /Suffix: \_\_\_\_\_

Community No.: 480334

Certification of Elevation  
Required:  YES  NO  BFE

Maria Telles 8/14/2015  
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.

# WARRANTY DEED WITH VENDOR'S LIEN

2632283

DATE: July 20, 2015

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 2601 E. Mile 3 Rd  
Palmhurst, Hidalgo County, Texas 78574

GRANTEE: Oswaldo Alarcon and Maria Delfina Telles Resendiz

GRANTEE'S MAILING ADDRESS: 2104 Jimmy Carter St.  
Weslaco, Texas 78596

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Fourteen thousand Eight hundred and NO/100 Dollars ( \$14800.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Mark Twenhafel, Trustee.

PROPERTY (including any improvements):

Lot Three hundred Fifty-Three (353), 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;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind 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.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 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 heir, 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. Restrictions: See Exhibit A

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

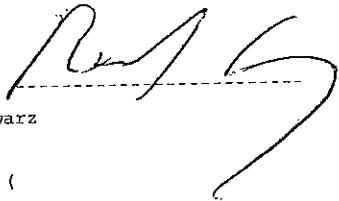
Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

...ted by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the  
...erty, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee,  
...ected Property Owners, and their successors and assigns forever.

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.

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, drainage or other conditions existing at the  
property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by  
affirmation of fact or promise by any description of the property; and (4) all other warranties and representations  
whatsoever, except the warranty of title expressly set forth herein.



Robert L. Schwarz

STATE OF TEXAS ) (

COUNTY OF HIDALGO ) (

This instrument was acknowledged before me on the 27<sup>th</sup> day of July 2015 by Robert L. Schwarz



Notary Public, State of Texas

Notary's name (printed) : ANGELICA HERNANDEZ

Notary's commission expires : 10-18-16



**BUYER'S ACCEPTANCE OF DEED**  
07-20-2015

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.

Oswaldo Alarcon  
Oswaldo Alarcon

Maria Delfina Telles  
Maria Delfina Telles Resendiz