

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Erika Zamora	4-14494
	COMM. COURT: February 16, 2016	



# 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

Precinct 1 2 3 (4)

T.J. Arredondo, CFM  
Director of Planning

Application No: 4-14494

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

Upon the application of:

Name: Erika Zamora

Address: 13810 NUS Hwy 281 Unit B  
Edinburg, TX 78542

Phone: (956) 607-7640

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

Water Supplier: City of Edinburg

Utility Provider:  M.V.E.C.     AEP

Account/ESI No.: 213083-004  
 Temporary Pole     Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:  
LOT 17

0.53 Acre tract of land of Block 20, Baker's Subdivision of the  
Cucharia Tract, San Salvador Del Tule Grant

[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
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Precinct 1 2 3 ④

T.J. Arredondo, CFM  
Director of Planning

Application No: 4-14494

### 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

Erika Zamora

Known to me [or proved to me in the oath of NAME 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:

0.53 acre tract of land LOT 17, Block 20, Bakers Subdivision ."

[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]

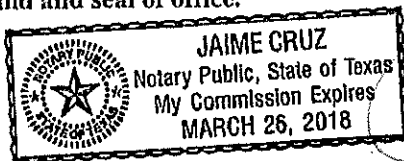
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

Erika Zamora (Signature)

SUBSCRIBED AND SWORN TO before me on February 11, 2016, 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: 4-14494 May. 28, 2015

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

B0250-00-020-0001-00

[ 1] OWNER: ZAMORA, ERICA 13810 N US HWY 281 UNIT B EDINBURG, TX 78542 Telephone No. 607-7640

[ 7] LEGAL DESC./NAME OF SUBDIVISION BAKER LOT 1-R/S OF 6.40AC/N30 K 20

lot 17

LOCATION: 0 281 & CIBOLO

[ 2] CONTRACTOR: SELF

[ 8] SEWAGE: INSTA

[ 3] WATER SYSTEM: OTHE

[ 9] CONSTRUCTION TYPE: OTHE

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

[10] EST. COST OF CONST.: \$200,000

[ 5] SIZE OF STRUCTURE: 3,271 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES NO

[ 6] USE OF BUILDING: RESD. ZONE-C

Special Conditions: No construction allowed over any easements. MUST COMPLY WITH COUNTY SETBACKS & REGULATIONS FRONT:25' BACK:15' SIDES:6'

FOR COUNTY USE ONLY APPLICATION FEES

Prepared by [Signature] Date 5/28/15

OTHER TOTAL AMOUNT \$30.00

Approved by A. Andrade Date 5/28/15

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 480334 Pct: 0

Community No.: 0225 B

Certification of Elevation Required: YES NO BFE

Signature of Owner or Applicant [Signature] Date 5/28/15

- 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.

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.

**QUITCLAIM DEED**

Date: May 1, 2015

Grantor: **DORA ZAMORA, and  
RAUL ZAMORA, SR., and  
DR. RICARDO ZAMORA, and  
ROLANDO ZAMORA, and  
JOEL ZAMORA, and  
JESSICA ZAMORA, all claiming other property as homestead**

2612338

Grantor's Mailing Address (including county): c/o P. O. Box 3877  
Edinburg, Texas 78540  
Hidalgo County, Texas

Grantee: **ERIKA ZAMORA, as her sole and separate property**

Grantee's Mailing Address (including county): P. O. Box 3877  
Edinburg, Texas 78540  
Hidalgo County, Texas

Consideration: Ten Dollars and other good and valuable consideration the receipt of which is hereby acknowledged by Grantor.

Property (including any improvements):

**Tract I:** A tract of land containing 0.53 acre of land, more or less, situated in Hidalgo County, Texas, and also being a part or portion of BLOCK 20, BAKER'S SUBDIVISION OF THE CUCHARIA TRACT, SAN SALVADOR DEL TULE GRANT, map reference: Volume 2, Page 46, H.C.M.R., and said 0.53 acre of land being more particularly described as follows;

**COMMENCING** on an iron pipe found in the Right-of-Way of a 30.00 foot County Road and the northeast corner of said Block 20; **THENCE** North 81 degrees 13 minutes 08 seconds West, along said County Road and the North line of said Block 20, a distance of 150.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the northernmost northeast corner of this tract and the **POINT OF BEGINNING**;

**THENCE**, South 08 degrees 46 minutes 52 seconds West, at a distance of 15.00 feet pass an iron rod with a plastic cap stamped "CVQ LS" set on the South Right-of-Way line of said County Road and continuing a total distance of 155.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for an inside corner of this tract;

**THENCE, South 81 degrees 13 minutes 08 seconds East, a distance of 50.00 feet to a 1/2" iron with a plastic cap stamped "CVQ LS" set, for the southernmost northeast corner of this tract;**

**THENCE, South 08 degrees 46 minutes 52 seconds West, a distance of 155 .00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southeast corner of this tract;**

**THENCE, North 81 degrees 13 minutes 08 seconds West, a distance of 100.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for the southwest corner of this tract;**

**THENCE, North 08 degrees 46 minutes 52 seconds East a distance of 295.00 feet pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the South Right-of-Way of said County Road and continuing a total distance of 310.00 feet to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set on the North line of said Block 20, for the northwest corner of this tract;**

**THENCE, South 81 degrees 13 minutes 08 seconds East, along the Right-of-Way of said County Road and the North line of said Block 20, a distance of 50.00 feet to the POINT OF BEGINNING.**

Reservations from Conveyance Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in all walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of the water and irrigation district; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and subsequent years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

For the consideration Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the property, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Neither Grantor nor Grantor's heirs, executors, administrators, successors, or assigns shall have, claim, or demand any right or title to the property or any part of it. Grantor makes no warranty of title or any other type of warranty or representation regarding the Property, express or implied.

Grantor has executed and delivered this Deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this Deed and has purchased 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 (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, if any; (iii) the quality of the labor and materials included in any improvements as applicable; (iv) the soil conditions, drainage or other conditions existing upon and within the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise of by an description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

NOTICE

AT THE REQUEST OF GRANTOR AND/OR GRANTEE HEREIN NAMED, NO TITLE EXAMINATION OR TITLE POLICY WAS REQUIRED WITH THE PREPARATION OF THIS PARTICULAR INSTRUMENT, NOR WAS ANY MADE.

THE PREPARER OF THIS INSTRUMENT HAS MADE NO EXAMINATION AS TO TITLE OF THE PROPERTY CONVEYED HEREBY AND NO OPINION IS GIVEN OR INCLUDED IN THE SERVICES HERE RENDERED. THE PREPARER OF THIS INSTRUMENT HAS DRAWN SAME AT THE REQUEST OF PARTIES HEREIN NAMED, RELIED ON THE INFORMATION PROVIDED BY SAID PARTIES, AND HAS NOT ACTED IN ANY CAPACITY INVOLVING OR REPRESENTING EITHER PARTY OR ANY TITLE COMPANY. THE PREPARER OF THIS INSTRUMENT HAS NOT HANDLED, ESCROWED, OR DISBURSED FUNDS IN CONNECTION WITH THIS TRANSACTION.

THE PREPARER HAS MADE NO EXAMINATION AS TO PAYMENT OF TAXES AND NO OPINION AND NO ADVICE IS GIVEN OR INCLUDED IN THE SERVICES HERE RENDERED.

THE PREPARER HAS MADE NO STATE OR FEDERAL TAX LIEN SEARCH OR ABSTRACT OF JUDGMENT LIEN SEARCH OF THE SELLER OR BUYER OR ANY PREDECESSOR IN TITLE AND NO OPINION IS GIVEN OR INCLUDED IN THE SERVICES HERE RENDERED.

THE PREPARER OF THIS INSTRUMENT DOES NOT REPRESENT THAT THIS CONVEYANCE IS BEING MADE IN CONFORMITY WITH ANY SUBDIVISION OR ZONING ORDINANCE OF THE COUNTY OR CITY HAVING JURISDICTION OR EXTRATERRITORIAL JURISDICTION OF THE PROPERTY CONVEYED HEREBY.

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

*Dora Zamora*  
DORA ZAMORA

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 10<sup>th</sup> of May, 2015, by DORA ZAMORA.



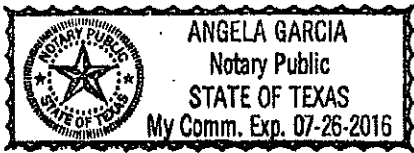
*Angela Garcia*  
Notary Public, State of Texas

Raul Zamora  
RAUL ZAMORA, SR.

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 10<sup>th</sup> of May, 2015, by RAUL ZAMORA, SR..



Angela Garcia  
Notary Public, State of Texas

*Ricardo Zamora*  
DR. RICARDO ZAMORA

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 10<sup>th</sup> of May, 2015 by DR. RICARDO ZAMORA.



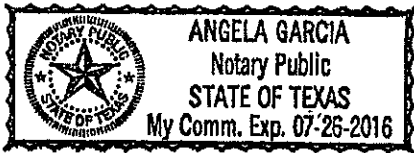
*Angela Garcia*  
Notary Public, State of Texas

Rolando Zamora  
ROLANDO ZAMORA

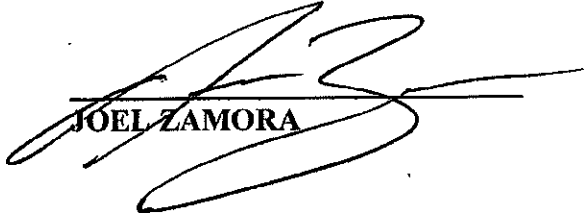
(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 2nd of May, 2015 by  
ROLANDO ZAMORA.



Angela Garcia  
Notary Public, State of Texas

  
JOEL ZAMORA

(Acknowledgment)

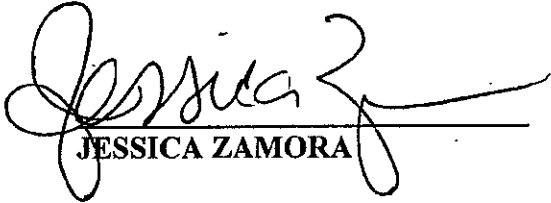
State of Texas

County of Hidalgo

This instrument was acknowledged before me on the 16<sup>th</sup> of May, 2015 by JOEL ZAMORA.



  
Notary Public, State of Texas

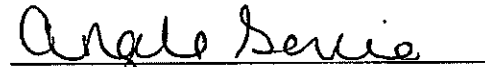
  
JESSICA ZAMORA

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 10<sup>th</sup> of May, 2015 by  
JESSICA ZAMORA.



  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
ERIKA ZAMORA  
P. O. Box 3877  
Edinburg, Texas 78540

PREPARED BY:  
The Alvarado Law Firm  
4907 S. Jackson Rd.  
Edinburg, Texas 78539  
File: 140581-crx Gift