



PLANNING DEPARTMENT

County of Hidalgo

Rev. 06-03-15

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

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4
1-13570

Application No:

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

Upon the application of:

Name: Alvaro Torres

Address: 29025 BRIDGE ST.
WESLACO TX.

78596
Phone: (956) 534-6509

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 Weslaco

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

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

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

WEST TRACT FT 755

[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 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

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 1-13570

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

Alvaro Torres

TRACT #

02860708

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

WEST TRACT FT 755

[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-

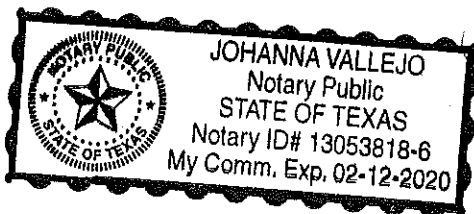
3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Alvaro Torres (Signature)

SUBSCRIBED AND SWORN TO before me on May 18th, 2016, to certify which, witnesses my hand and seal of office.

Johanna Vallejo

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Chapter 232 Texas LGC Application

APPLICATION NO:
1-13570
May. 11, 2016

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

W3800-00-755-0000-70

[1] OWNER: TORRES, ALVARO & LYDIA
RR 2 BOX 1124

[7] LEGAL DESC./NAME OF SUBDIVISION
WEST TRACT NE0.443AC-E1.085AC-
N9.397AC- S20AC FT 755

WESLACO TX 78596

Telephone No.

LOCATION: 0

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: CITY

[9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: \$50,000

[5] SIZE OF STRUCTURE: 3,000 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: NEW RES ZONE B-25

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ COUNTY SETBACKS FRONT 40'
SIDES 6' REAR 15'

**FOR COUNTY USE ONLY
APPLICATION FEES**

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0525B 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.

Johanna Valle
Prepared by

5/11/2014
Date

Gilbert Pecina
Approved by

5/11/2014
Date

Alvaro Torres
Signature of Owner or Applicant

5/11/2014
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.

TAX RESALE DEED

1391910

STATE OF TEXAS

X

X

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HIDALGO

X

That Weslaco Independent School District, Hidalgo County and Hidalgo and Cameron County Irrigation District No. 9, acting through the presiding officer of its governing body, hereunto duly authorized by resolution and order of each respective governing body which is duly recorded in their official Minutes, hereinafter called grantors, for and in consideration of the sum of \$9,250.00 cash in hand paid by

ALVARO TORRES
LYDIA TORRES
RT. 2 BOX 1124
WESLACO, TEXAS 78596

hereinafter called grantee(s), the receipt of which is acknowledged and confessed, has quitclaimed and by these presents do quitclaim unto said grantee(s) all of the right, title and interest of grantor and all other taxing units interested in the tax foreclosure judgment against the property herein described, acquired by tax foreclosure sale heretofore held under Cause No. T-433-99-F; Weslaco Independent School District, Hidalgo-Kenedy County Education District No. 10, Hidalgo County and South Texas Community College vs Francisco Gallardo, et al, in the district court of said county, said property being located in Hidalgo County, Texas, and described as follows:

THE NORTH 150 FEET OF THE SOUTH 660 FEET OF THE EAST 175 FEET OF FARM TRACT 755, WEST TRACT SUBDIVISION, AS DESCRIBED IN VOLUME 1532, PAGE 578, DEED RECORDS OF HIDALGO COUNTY, TEXAS

TO HAVE AND TO HOLD the said premises, together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said grantee(s), their heirs and assigns forever, so that neither the grantors, nor any other taxing unit interested in said tax foreclosure judgment, nor any person claiming under it and them, shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

SUBJECT however to the following covenant, condition and restrictions:

(a) The above described realty, or any part thereof, shall not be used in the operation of, or in conjunction with, any school or other institution of learning, study or instruction which discriminates against any person because of his race, color or national origin, regardless of whether such discrimination be effected by design or otherwise.

IN TESTIMONY WHEREOF Weslaco Independent School District has caused these presents to be executed this 13 day of May, 2002.

Weslaco Independent School District

BY: 

Dr. Robert Sepulveda
Board President

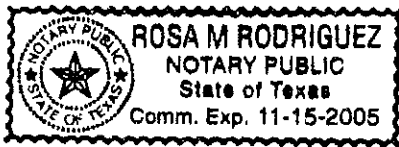
STATE OF TEXAS

X

COUNTY OF HIDALGO

X

This instrument was acknowledged before me on this 13th day of May, 2002, by Dr. Robert Sepulveda, Board President of Weslaco Independent School District.



Rosa M. Rodriguez
Notary Public, State of Texas
Commission Expires: 11-15-2005

IN TESTIMONY WHEREOF Hidalgo County has caused these presents to be executed
this 20th day of June, 2002.

Hidalgo County

BY: Jose E Pulido
Jose Eloy Pulido
County Judge

STATE OF TEXAS
COUNTY OF HIDALGO

X
X

This instrument was acknowledged before me on this 20th day of
June, 2002, by Jose Eloy Pulido, County Judge of Hidalgo County.



Monica Badillo
Notary Public, State of Texas
Commission Expires: 4-21-2003

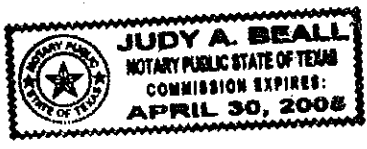
IN TESTIMONY WHEREOF Hidalgo and Cameron County Irrigation District No. 9 has caused these presents to be executed this 20 day of July, 2004.

Hidalgo and Cameron County Irrigation District No. 9

BY: Bobby Sparks
Bobby Sparks
Board President

STATE OF TEXAS X
COUNTY OF HIDALGO X

This instrument was acknowledged before me on this 20 day of July, 2004, by Bobby Sparks, Board President of **Hidalgo and Cameron County Irrigation District No. 9.**



Judy A. Beall
Notary Public, State of Texas
Commission Expires: April 30, 2005

After recording return to:

ALVARO TORRES
LYDIA TORRES
RT. 2 BOX 1124
WESLACO, TEXAS 78596

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Oct 13, 2004 at 04:37P
As a Recording
Document Number: 1391910
Total Fees: 24.00
Receipt Number - 623093
By:
Adriana Solis, Deputy

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Revised 1-1-76
To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

470
W

1699'7

DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF HIDALGO

} KNOW ALL MEN BY THESE PRESENTS:

That We, FRANCISCO GALLARDO AND ALFREDO GALLARDO

of Hidalgo County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto E. H. McIlheran, Trustee, of Hidalgo County, Texas, and his substitutes or successors, all of the following described property situated in Hidalgo County, Texas, to-wit:

The North 150 feet of the South 660 feet of the East 175 feet of Farm Tract 755, West Tract Subdivision out of the Llano Grande Grant of Lands in Hidalgo County, Texas, according to map or plat thereof on file and of record in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of One (1) promissory note of even date herewith in the principal sum of Nine Thousand Five Hundred and No/100 Dollars (\$9,500.00)

executed by Grantors, payable to the order of Mid Valley State Bank

in the City of Weslaco Hidalgo County, Texas as follows, to-wit:

The Principal of said note is payable in four (4) equal annual installments of \$2,375.00 each, the first of which installments is due and payable on or before the 1st day of June 1978, and one installment is due and payable on or before the 1st day of June of each succeeding year thereafter until the full sum of principal is paid. Interest on said note at the rate of 9 1/2% per annum is payable annually with installments of principal on June 1, 1978, 1979, 1980 and 1981.

638

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above described note is payable; and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notices may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of said county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month, between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note, and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said

property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents; or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgage or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

EXECUTED this 31st day of May A. D. 19 77

640

Francisco Gallardo
FRANCISCO GALLARDO

Alfredo Gallardo
ALFREDO GALLARDO

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF HIDALGO

Before me, the undersigned authority, on this day personally appeared FRANCISCO GALLARDO
AND ALFREDO GALLARDO

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 31st day of May, A. D. 1977.



Garland F. Smith
Notary Public in and for Hidalgo County, Texas.

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of A. D. 19

Notary Public in and for County, Texas.

16997
DEED OF TRUST

FRANCISCO GALLARDO
AND ALFREDO GALLARDO
P. H. McILHERAN

TRUSTEE FOR
MID VALLEY STATE BANK

FILED FOR RECORD THIS DATE
JUN 6 1977

SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By

PREPARED IN THE LAW OFFICE OF:

SMITH, McILHERAN, LAUDERDALE &
JONES

PLEASE RETURN TO:
SMITH, McILHERAN, LAUDERDALE &
JONES
P. O. DRAWER 1104
WESLACO, TEXAS 78596

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared of

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of A. D. 19

Notary Public in and for County, Texas.



PLANNING DEPARTMENT

County of Hidalgo

Rev. 06-03-15

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

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 1-13568

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

Upon the application of:

Name: Oscar A. Cortez

Address: 314 S. Beto
Garcia St.
Weslaco TX 78596

Phone: (956) 313-2132

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

Water Supplier: North Alamo Water

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

Account/ESI No.: na 10032787490795565
~~7205819961~~
 Temporary Pole Permanent Service

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

Countryside Village #2 Lot # 41

[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.

Johanna Valle
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 th 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 6 1 2 3 4

Application No: 1-13568

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

Oscar A. Cortez

Known to me [or proved to me in the oath of ID# 13847811 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:

Country Village #2 Lot # 41."

[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."~~

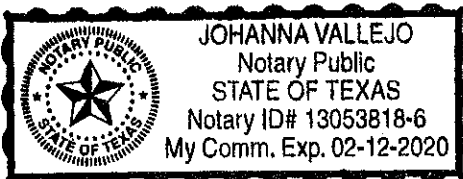
~~-OR-~~

~~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."~~

Oscar Cortez (Signature)

SUBSCRIBED AND SWORN TO before me on May 11th, 2016, to certify which, witnesses my hand and seal of office.

Johanna Vallejo



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

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.

**CONTRACT FOR DEED
TERMS**

DATE: May 11, 2016

SELLER'S NAME AND ADDRESS:

MIGUEL ANGEL SANTILLAN
209 SAMOA DR.
WESLACO, TEXAS 78596

BUYER'S NAME AND ADDRESS:

CLAUDIA E. TREVINO
OSCAR CORTEZ
314 S. BETO GARCIA ST.
WESLACO, TEXAS 78596

PROPERTY DESCRIPTION:

COUNTRY VILLAGE NO. 2 LOT 41 SUBDIVISION, HIDALGO COUNTY, TEXAS, according to the map or plat thereof on file and of record in the office of the County, Clerk of Hidalgo County, Texas.

SUBJECT TO THE FOLLOWING:

Easements and restrictions of record.

SALE PRICE: TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00)

DOWN PAYMENT: TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00)

DEFERRED PRINCIPAL AMOUNT:

ANNUAL INTEREST RATE ON DEFERRED PRINCIPAL AMOUNT: None

TERMS OF PAYMENT: The principal is payable in two (2) yearly installments of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each, on the 15TH day of each year, beginning April 15, 2017 and the last principal installment of FIVE THOUSAND AND NO/100 DOLLARS (5,000.00) due on the 15th day of April 15, 2018. For a total of TEN THOUSAND AND NO/100 DOLLARS.

PLACE OF PAYMENT: 209 Samoa Dr., Weslaco, Texas.

DATE OF PAYMENTS: FIRST PAYMENT FIVE THOUSAND AND NO/100THS DOLLARS (\$5,000.00) due on April 15, 2017. SECOND PAYMENT FIVE THOUSAND AND NO/100 (5,000.00) due on April 15, 2018.

OTHER TERMS OF PAYMENT

Seller agrees to sell the property to Buyer; Buyer agrees to buy it; and both parties agree to be bound by this contract.

Buyer agrees to pay Seller the sale price for the house and property. Buyer is paying Seller the down payment concurrently with entering this contract; Buyer will pay Seller the deferred principal amount on the unpaid deferred principal balance in yearly payments on the dates and at the place specified. First yearly payments will begin on February 15, 2017 and second and final yearly payment due on February 15, 2018.

When Buyer has paid the entire deferred principal amount, and any other debt owed under this contract, Seller will convey the property to Buyer by Warranty Deed subject to the reservations from and exceptions to conveyance and warranty.

BUYERS OBLIGATION

1. On or before execution of this contract, Buyer will pay all taxes and assessments against the property on or before January 31, 2017. Buyer will pay when due all taxes and assessments on the property after the date of this contract. If Buyer fails to pay current taxes Buyer will default on this contract.
2. Buyer will keep the property in good repairs and condition and will keep any buildings occupied as required by the seller.
3. Buyer will permit Seller and Seller's agents to enter the property at reasonable times to inspect it for compliance with Buyer's obligations.
4. If Buyer defaults in the performance of any obligation, Buyer will reimburse Seller on demand at the place for payment for all of Seller's costs of collection and enforcement, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the annual interest rate on matured unpaid amounts. The sum to be reimbursed shall be added to and become a part of the deferred principal amount. Reasonable attorney's fees shall be ten (10) percent of all matured and unpaid amounts due under this contract unless either party pleads otherwise.
5. Buyer will maintain in form acceptable to Seller, an insurance policy that;
 - a. covers all improvements for their full insurable value as determined when the policy issued and renewed, unless Seller approves a smaller amount in writing;
 - b. provides fire and extended coverage, including windstorm coverage;
 - c. deliver the insurance policy to Seller and deliver renewals to seller at least ten days before expiration

6. Only one family is allowed to occupied the residence that is being purchased by the buyer in this contract.

SELLER'S RIGHTS

1. If Buyer defaults in prompt payment of the monthly payments or violates any other of Buyer's obligations, Seller may invoke the following remedies, subject only to provisions of the Texas Property Code.

a. if Buyer has paid less than ten (10%) percent of the sale price, fifteen (15) days after the date notice is given;

b. if Buyer has paid ten (10%) or more but less than twenty (20%) of the sale price, thirty (30) days after the date notice is given; and

c. if Buyer has paid twenty (20%) percent or more of the sale price, sixty (60) days after the date notice is given.

Moreover, during any of these applicable periods Buyer may cure default by complying with the terms of this contract up to the date of compliance.

GENERAL PROVISIONS

1. As long as Buyer promptly performs all obligations in this contract, Buyer has the right to possession of the property. If this contract is canceled because of Buyer's default, Buyer will immediately surrender possession of the property to Seller. If Buyer fails to do so, Buyer will become a tenant at sufferance of Seller, subject to an action for forcible detainer.

2. Neither this contract nor any part of or interest in the property may be assigned, sold, conveyed, transferred, pledged, or mortgaged by Buyer without the written consent of Seller.

3. If the property is not used and not to be used as Buyer's residence, any notice under this contract must be written and must be personally delivered or sent by registered or certified mail to Seller's or Buyer's mailing address, which may be changed by notice to the other party; notice under this contract will be considered given on the date of personal delivery or mailing. If the property is used or to be used as Buyer's residence, all notices from Seller to Buyer must be written, must be conspicuous, must be printed in ten-point boldface type or upper-case typewritten letters, and must include the statement required by @ 5.062 of the Texas Property Code. If mailed, the notice must be registered or certified, and it will be considered given on the date it is mailed to Buyer's residence or place of Business. If not mailed, the notice is considered given when it is delivered to Buyer at Buyer's residence or place of business.

4. Buyer will not file this contract for record.

5. But, if this contract is recorded and if Seller cancels it and forfeits all of Buyer's interest under

it because of Buyer's default, Seller may execute an affidavit stating substantially that:

- a. Buyer defaulted in prompt payment of the yearly payments;
- b. Seller gave Buyer notice of default strictly as required by this contract (a copy of which is attached to, incorporated in, and made a part of this affidavit for all purposes);
- c. Buyer did not cure the default or other violation within the limits permitted by this contract and the law; and
- d. Seller canceled this contract, declared all of Buyer's interest under it forfeited, retained as liquidated damages all money paid by Buyer to Seller under this contract, and gave Buyer notice of Seller's action (a copy of which is attached to, incorporated in, and made a part of this affidavit for all purposes).
- e. BUYER must provide insurance a copy of the home owners insurance must be provided to SELLER every six (6) months.

The truth of the facts stated in Seller's affidavit [when the affidavit is recorded in the real estate records in the county where the property is located] shall be binding on and conclusive against Buyer as to all bona fide good- faith purchasers and lien-holders for value and all title insurance companies and title insurance agencies insuring title to or liens against the property who act without actual notice of any falsities in the affidavit. This provision protects only those third parties from claims of Buyer and does not release or protect Seller from any claims of Buyer.

6. Buyer understands and acknowledges that Buyer does not acquire legal title by this contract and that Buyer will not acquire legal title until Seller's deed is delivered.
7. Seller may transfer legal title to the property without Buyer's consent. Or Seller may not transfer legal title to the property without buyer's consent, but Buyer will not unreasonably without consent to the transfer. If Seller transfer legal title with buyer's consent, seller will require the transferee to assume Seller's obligations in this contract and the transfer and assumption of obligations by the transferee will release Seller from all obligations to Buyer.
8. Buyer has examined the property to Buyer's complete satisfaction and knows its condition. In purchasing the property, Buyer relies only on Buyer's examination and judgment, not on the representation of any other person as to value, future value, condition, size, age, use, or any other matter. Buyer acknowledges that in selling the property Seller makes no warranties other than title. This contract is the entire and only agreement between Buyer and Seller, and it incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this contract in connection with this transaction. If any provisions in this contract conflict with any provisions in any other instrument, those in this contract shall control.
9. No delay by Seller in enforcing any part of this contract shall be deemed a waiver of any of Seller's rights or remedies. If Seller accepts any payment after its due date, the acceptance shall not be construed as a waiver of any other due date, shall not change any other due date, and shall

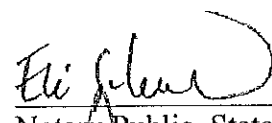
SELLERS:

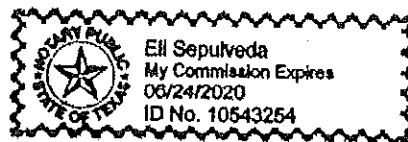

MIGUEL ANGEL SANTILLAN

STATE OF TEXAS *

COUNTY OF HIDALGO *

This instrument was acknowledged before me on the 11, May, 2016, by MIGUEL ANGEL SANTILLAN.


Notary Public, State of Texas



not waive any of Seller's rights or remedies.

10. This agreement shall bind, inure to the benefit of, and be exercised by successors in interest of all parties, but this provision is subject to paragraph (2) and paragraph (7) of these General Provisions.

11. Buyer and Seller have been explain about a title search done on said property. At this time Buyer and Seller are in agreement that they do not want to purchase a title policy.

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

THIS DOCUMENT WAS PREPARED FROM INFORMATION PROVIDED BY THE PARTIES HERETO. NO TITLE EXAMINATION HAS BEEN REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY PROVIDED. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

EXECUTED on this 11th day of May, 2016.

BUYERS:

Oscar A. Cortez
OSCAR CORTEZ

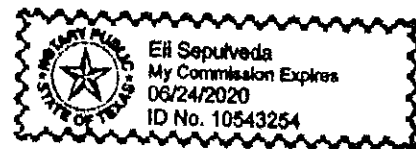
Claudia E. Trevino
CLAUDIA E. TREVINO

STATE OF TEXAS *

COUNTY OF HIDALGO *

This instrument was acknowledged before me on the May 11, 2016, by OSCAR CORTEZ AND CLAUDIA E. TREVINO.

Eli Sepulveda
Notary Public, State of Texas



Chapter 232 Texas LGC Application

APPLICATION NO:

1-13568

May. 11, 2016

COUNTY OF HIDALGO
PLANNING DEPARTMENT

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

C9120-02-000-0041-00

[1] OWNER: TREVINO, CLAUDIA
CORTEZ, OSCAR
314 S. BETO GARCIA ST
WESLACO, TEXAS 78596
Telephone No. 313-2132

[7] LEGAL DESC./NAME OF SUBDIVISION
COUNTRY VILLAGE #2 LOT 41

LOCATION: 0 FM 88 & MILE 13

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: META

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

[10] EST. COST OF CONST.: \$15,000

[5] SIZE OF STRUCTURE: 896 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: MOBILE HOME ZONE X-44

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

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

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

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.

Johanna Vally 5/11/2016
Prepared by Date

Gilbert Pecina 5/11/16
Approved by Date

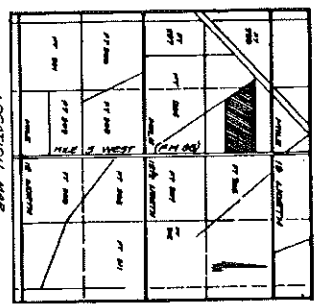
Oscar Cortez 5-11-2016
Signature of Owner or Applicant Date

[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.

NE CORNER
PT. 208
BLK. 218



COUNTRY VILLAGE SUBDIVISION NO. 2

HIDALGO COUNTY, TEXAS
BEING A RESUBDIVISION CONTAINING 19.39 ACRES
OF LAND OF ORIGIN PART TRACT 308, BLOCK 181,
WEST GRACE SUBDIVISION, HIDALGO COUNTY, TEXAS.

APPROVED FOR RECORDING
COMMISSIONER'S COURT
This the 17th day of January 1982
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
[Signature]

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
by *[Signature]*
Date 1-5-82

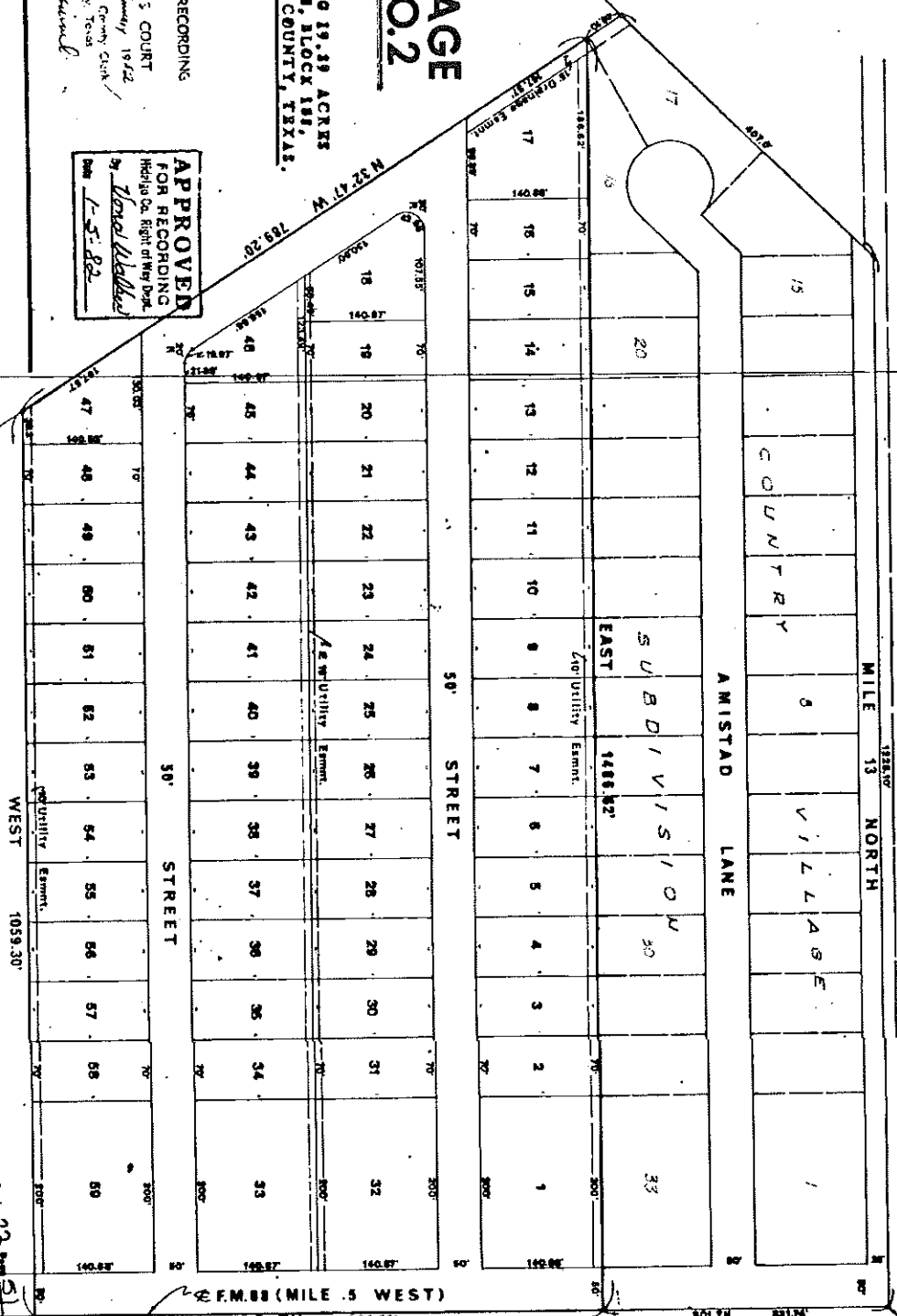
STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAN AND DESIGNATED
HEREIN AS THE "COUNTRY VILLAGE SUBDIVISION NO. 2," SWEALED IN HIDALGO
COUNTY, TEXAS, AND WHOSE VALUE IS DESCRIBED HEREIN, HEREBY DEDICATE TO
THE STATE OF TEXAS ALL STRIPES, ALLEYS, PATHS, WAYS, OR OTHER, STRIPS,
PASSENGERS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDER-
ATION THEREIN EXPRESSED.

Witness: *[Signature]*
GREGG J. BAKER
COUNTY CLERK

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED ADEQUATELY KNOWN TO ME TO BE THE PERSONS
WHOSE NAMES ARE DESCRIBED IN THE FOREGOING INSTRUMENT, AND AGENE WILLING
TO BE BOUND BY THE TERMS AND CONDITIONS THEREIN, I HAVE THIS DAY EXECUTED
THEIR OATHS AND SEAL OF OFFICE, THIS THE 29th DAY OF DEC. 1981.

[Signature]
SHERIFF HIDALGO COUNTY, TEXAS



STATE OF TEXAS
COUNTY OF HIDALGO
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER AND REGISTERED
CIVIL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS
TRUE AND CORRECT AND WAS PREPARED FROM AN AERIAL SURVEY OF THE
PROJECT MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT PROPER
ENGINEERING CONSIDERATION HAS BEEN GIVEN THIS PLAN.

11/23/81
DATE
[Signature]
RICHARD E. STILINS
REGISTERED PROFESSIONAL ENGINEER AND REGISTERED CIVIL ENGINEER
NO. 24184
1201 S. WILSON STREET
DALLAS, TEXAS 75201



Recorded in Book 22 Page 51
of the map records of Hidalgo
County, Texas
Madden and Hunt, Inc.
County Surveyors

STILINS and ASSOCIATES, INC.
CONSULTING ENGINEERS and SURVEYORS
1201 S. WILSON STREET
DALLAS, TEXAS 75201



PLANNING DEPARTMENT

Rev. 06-03-15

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

T.J. Arredondo, CFM
Director of Planning

Precinct 0 2 3 4
1-13601

Application No: _____

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

Upon the application of:

Name: Rawl Alonso Jr.

Address: 5311 mile 11
North.

Mercedes, TX 78570
Phone: (986) 292-8381

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

Water Supplier: North Alamo Water

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

Account/ESI No.: Na
 Temporary Pole Permanent Service

Mobile Home

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

La Mesa Lot # 14

[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.

Johanna Vally
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 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

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4
Application No: 1-13601

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

Raul Alonso Jr.

Known to me [or proved to me in the oath of TX ID# 27003602 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:

La mesa wt #14"

[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]

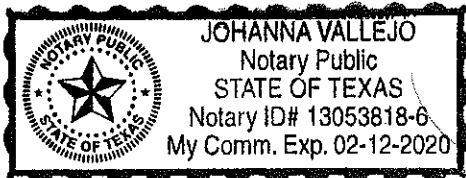
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

Raul Alonso Jr. (Signature)

SUBSCRIBED AND SWORN TO before me on May 17th, 2016, to certify which, witnesses my hand and seal of office.



Johanna Vallejo
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Chapter 232 Texas LGC Application

APPLICATION NO: 1-13601 May. 17, 2016

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

L1365-00-000-0014-00

[1] OWNER: ALONSO , RAUL JR 5311 MILE 11 N MERCEDES, TEXAS 78570 Telephone No. 219-6571

[7] LEGAL DESC./NAME OF SUBDIVISION LA MESA LOT #14

LOCATION: 0 MILE 11 & FM 1015

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$60,000

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES NO

[6] USE OF BUILDING: RES.ZONE X-20

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL COUNTY SETBACKS & REG. FRONT 40' REAR 5' SIDES 6' FINISH FLOOR ELEV. 18" ABOVE NATURAL GROUND

FOR COUNTY USE ONLY APPLICATION FEES

Gilbert Pecina 5/17/2016 Prepared by Date

OTHER TOTAL AMOUNT \$30.00

Gilbert Pecina 5/5/2016 Approved by Date

Light [X] Water [X]

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

Community No.: 486334

Certification of Elevation Required: YES NO BFE

Raúl J. Alonso 5/17/2016 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.

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.

Warranty Deed

Date: August 4, 2015

Grantor: Alma Rosa Alonso

Grantor's Mailing Address:

Rt 1, Box 10135
Mercedes, Texas 78570
Hidalgo County

Grantee: Raul Alonso, Jr.

Grantee's Mailing Address:

5315 Mile 11 N.
Mercedes, Texas 78570
Hidalgo County

Consideration:

TEN AND NO 100THS DOLLARS (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

LOT 14, LA MESA SUBDIVISION, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF IN VOLUME 23, PAGE 49, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

Reservations from and Exceptions to Conveyance and Warranty:

1. Right-of-way Easement granted by Francisco Roman and wife, Nora Elia Roman to North Alamo Water Supply Corporation, by instrument dated July 22,

1988, recorded in Volume 2632, Page 43, Official Records of Hidalgo County, Texas

1. A five foot (5') Utility Easement along the rear of subject property as shown on plat recorded in Volume 23, Page 49, Map Records of Hidalgo County, Texas
2. Easements, rights, rules and regulations in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9
3. Easements or claims of easements, which are not of public record
4. Oil and Gas Lease dated November 10, 1981 from H. G. George and wife, Ophelia George to Claud B. Hamill, recorded in Volume 411, Page 668, Oil and Gas Lease Records of Hidalgo County, Texas. Title to said Lease not checked subsequent to date of aforesaid instrument.
5. All Oil, gas and other minerals reserved and/or conveyed in Deed recorded in Volume 704, Page 350 and Volume 1812, both in Deed Records of Hidalgo County, Texas. Title to said interests not checked subsequent to the dates of aforesaid instrument.
6. Taxes for 2015, which Grantee assumes and agrees to pay, but not subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantor 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 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 Exceptions to Conveyance and Warranty.

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

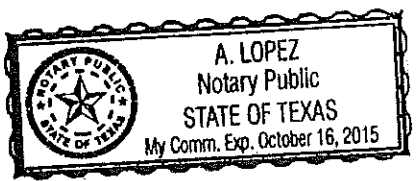
This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

Alma R. Alonso
Alma Rosa Alonso

STATE OF TEXAS)

COUNTY OF HIDALGO)

This instrument was acknowledged before me on August 5th,
2015, by ALMA ROSA ALONSO.



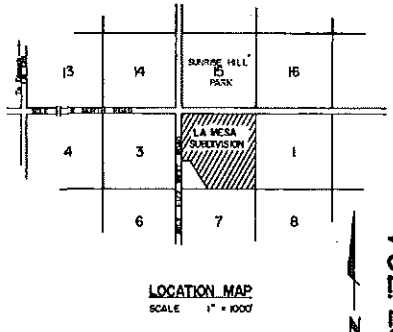
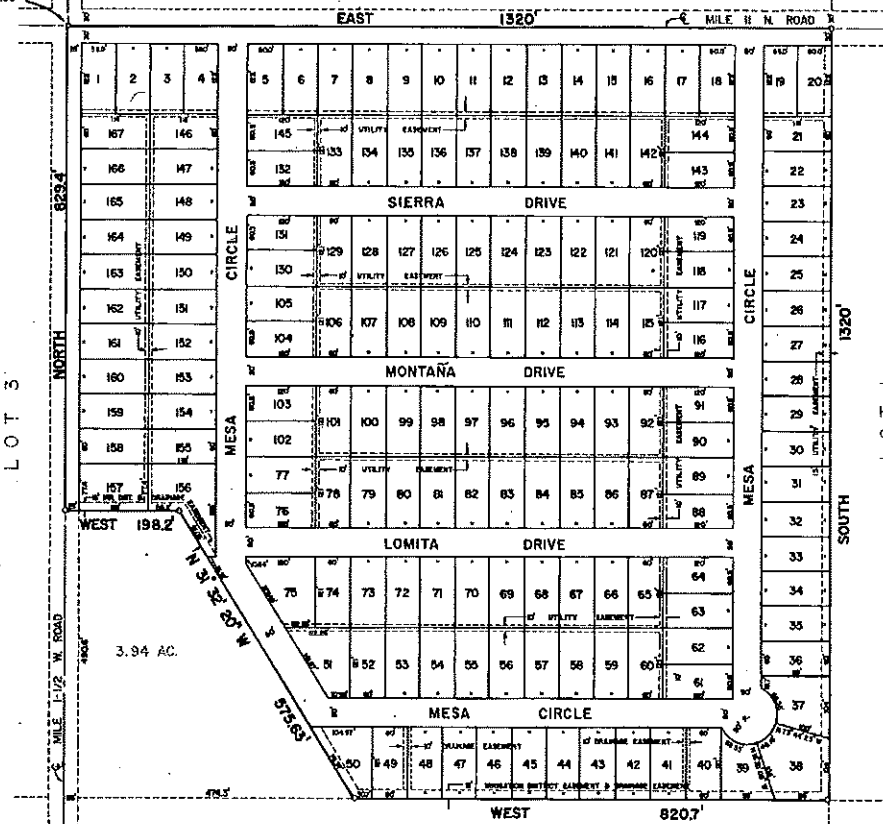
A. Lopez
Notary Public, State of Texas
My commission expires:
Oct. 16, 2015

AFTER RECORDING RETURN TO:

Raul Alonso, Jr
5315 Mile 11 N.
Mercedes, TX 78570

SUNRISE HILL PARK

NW CORNER OF LOT 2, BLK. 100



VOL. 23 PAGE 49

LOT 7

Recorded in Book 22, Page 49
 of the Public Records of Hidalgo County, Texas
 M. J. and F. H. Inc.
 County Surveyors

FILED
 MAR 6 1983
 HIGHLAND COUNTY CLERK

8635

PLAT OF
LA MESA SUBDIVISION
 SCALE 1" = 100'

APPROVED FOR RECORDING
 HIGHLAND COUNTY CLERK
 on March 2, 1983

BEING A 3606 ACRE TRACT OF LAND SITUATED IN LOT 2, BLOCK 100 CAMARGUAS ADDITION TO THE CAPISALLO DISTRICT SUBDIVISION OUT OF THE LLANO GRANDE GRANT HIDALGO COUNTY, TEXAS.

OWNER'S STATEMENT AND DECLARATION

The undersigned owner of the land shown on this plat as LA MESA SUBDIVISION, and being all, except a certain 3.94 acre tract, of Lot 7, Block 100, Camarguas Addition to the Capisallo District Subdivision out of the Llano Grande Grant of lands in Hidalgo County, Texas, does hereby make subdivision of said land into the 49 lots shown herein, which subdivision shall forever be known as:

LA MESA SUBDIVISION

Mesa Circle, Montana Drive, Lomita Drive and Sierra Drive, all 30 feet wide, are hereby dedicated to Hidalgo County for public roads. A five foot wide strip adjacent to Mile 18 West Road is hereby dedicated to Hidalgo County for public road purposes.

The 10 foot wide utility easements centered on common lot lines common to the rear of lots as shown on this plat are granted to the County of Hidalgo for utility purposes for electric power, sewage collection, telecommunications and gas distribution. Likewise, the 10 foot wide easement on the eastern perimeter of LA MESA SUBDIVISION, the 10 foot wide easement centered on the line common to lots 40 and 41, and common to lots 48 and 49, together with the 13 foot wide easement along the southern perimeter to this subdivision are granted to the County of Hidalgo for utility purposes, for electric power, sewage collection, telecommunications, and gas distribution.

Possible water, utility poles and service shall be placed within the street right-of-way.

The 13 foot wide irrigation district and drainage easement as shown along the southern perimeter of this subdivision and the 10 foot wide easement along the eastern perimeter of this subdivision is hereby granted to the Hidalgo and Cameron Counties Water Improvement District No. 9 and to the County of Hidalgo for irrigation and drainage purposes. The 10 foot wide easements centered on the line common to lots 48 and 49 and on the line common to lots 40 and 41 are hereby granted to the County of Hidalgo for drainage purposes.

Signed and sealed this 5th day of February, 1983.

Carroll Chapa
 Carroll Chapa, owner

STATE OF TEXAS, COUNTY OF HIDALGO:

Before me, the undersigned authority, on this day personally appeared Carroll Chapa, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Robert L. Stouten
 Notary Public and Notary Public
 State of Texas, My Commission Expires 3-2-86

HIDALGO AND CAMERON COUNTIES WATER CONTROL AND IMPROVEMENT DISTRICT NO. 9

HIGHLAND, TEXAS
 February 8, 1983

Mr. George E. Stouten
 Delta Systems Service
 P.O. Box 1073
 Elgin, Texas 78543

Dear Mr. Stouten:
 I have inspected the plat for the proposed La Mesa Subdivision, a re-subdivision of 36.06 acres of Lot 2, Block 100, Camarguas Addition to the Capisallo District Subdivision, Hidalgo County, Texas.
 I find that proper easements have been provided for District Irrigation and drainage facilities. Therefore, this District has no objection to the proposed subdivision as platted.

Very truly yours,
Robert L. Stouten
 Notary Public
 General Manager

WDF/lm

ENGINEER'S CERTIFICATION

This is to certify that I, George E. Stouten, P.E., a Public Surveyor of the State of Texas, have surveyed and platted the subdivision shown herein from an actual survey on the ground, and all corners are properly marked with No. 6 Rebar as shown on this plat. This plat correctly represents that survey made under my direction. Dimensions are U.S. feet, unadjusted bearings.

George E. Stouten
 George E. Stouten
 Public Surveyor No. 3911
 February 1, 1983

ENGINEER'S CERTIFICATION

This is to certify that I, George E. Stouten, P.E., have investigated the existing topography and drainage characteristics of this subdivision. The subdivision lies in what is commonly known as Area 3. In accordance with the Hidalgo County, Flooded Flood Insurance Program, Area 3 is described as areas between limits of the 100-year flood and 300-year flood, or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile, or areas protected by levees from the base flood.

A benchmark has been established for this subdivision and is located and described on the right hand side of the plat drawing. The lowest floor elevation of any dwelling shall be at least 28 inches (2.33 feet or 0.73 meters) above the crown of the street in front of said dwelling. The road construction shall be done in accordance with the typical cross-sections submitted to the County of Hidalgo concurrent with this plat. A report pertaining to percolation rates for this subdivision was submitted to the County of Hidalgo concurrent with this subdivision.

George E. Stouten
 George E. Stouten, P.E.
 Professional Engineer No. 40904
 February 1, 1983

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

This plat is hereby approved by the Hidalgo and Cameron Counties Irrigation District No. 9 subject to the condition that the above owner and his successors in title (subdivisor) will provide the domestic water system that will distribute potable water. This district will provide non-potable irrigation water where distribution facilities are constructed and maintained at the expense of the owner and construction of pipelines, valves, check gates to be constructed in the nearest district facility.

HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9

APPROVED FOR RECORDING
 BY
 COMMISSIONER'S COURT
 The Hon. J. M. ... 1983
 J. EDGAR ... County Clerk
 Hidalgo County, Texas
Robert L. Stouten
 Notary Public
 State of Texas
 W.C. 8279
 307 N. ... - S. ... 1975 - ...

VOL. 23 PAGE 49