

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Jose J. Cital and Ricardo Rocha	4-15238
	COMM. COURT: May 24, 2016	



# PLANNING DEPARTMENT

Rev. 06-03-15

## County of Hidalgo

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: 4-15238

### HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: JOSE CITA

Address: 2113-S33 STRD  
MCAllen, TX 78503

Phone: 956-6818722

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

Water Supplier: N/A

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

Account/ESI No.: 10032789491639705  
[ ] Temporary Pole [  ] Permanent Service

regarding the land described as:

SUBDIVISION DEVIS RANCH - LOT # 4 DAVIS RANCHETTE

on \_\_\_\_\_, 20\_\_\_\_, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 11/21/16);

(verified by [Signature] Production 5/11/16);

(verified by [Signature]);

(verified by [Signature] Production 5/11/16);

(verified by [Signature]);

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

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date



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T.J. Arredondo, CFM  
Director of Planning

Application No: 415238

### REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

#### PARTY MAKING REQUEST:

Name: JOSE CITA

Address: 2113 S-33 McALLEN TX 78503

Phone: 956 687-8722

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

DAVIS RANCH  
SUBDIVISION DAVIS RANCH LOT # 4

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Jose Cita  
Requesting Party (Signature)

5-11-16  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Copy of permit

.....  
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

5/18/16  
Date

[Signature]  
County Official

\*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 TRANSFER 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.

**SPECIAL WARRANTY DEED**  
(Assumption)

STATE OF TEXAS           §  
                                  § KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF HIDALGO       §

THAT THE UNDERSIGNED, MARK A. BASALDUA, a single man, herein called "GRANTOR", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to the undersigned in hand paid by the GRANTEE herein named, the receipt of which is hereby acknowledged, and the further consideration that the GRANTEE hereby assumes and promises to pay all principal and interest now remaining on that one certain Promissory Note in the original principal sum of TWENTY-FOUR THOUSAND NINE HUNDRED AND NO/100THS (\$24,900.00) DOLLARS, and payable to the order of GRACIELA ESTATES, LTD., and secured by a vendor's lien retained in a Deed of even date therewith, duly recorded under Document No. 2289881 and additionally secured by a Deed of Trust of even date therewith to H. HOLLIS RANKIN, III, TRUSTEE, recorded under Clerk's File No. 2289882, of the Official Public Records of Real Property of Hidalgo County, Texas, and GRANTEE also assumes and promises to keep and perform all covenants and obligations of the GRANTOR named in said Deed of Trust, has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto RICARDO ROCHA, JOSE J. CITAL AND MAURA RIOJAS, whose address is 2113 South 33<sup>rd</sup> Street, McAllen, Texas 78503, herewith referred to as "GRANTEE".

EXCEPT AS OTHERWISE PROVIDED IN THIS PARAGRAPH, GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES (OTHER THAN THE SPECIAL WARRANTY OF TITLE AS SET OUT IN THE DEED), PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY, SPECIFICALLY, BUT WITHOUT LIMITATION, (A) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (B) THE INCOME TO BE DERIVED FROM THE PROPERTY, (C) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON, (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS, OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (E) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, AND (F) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.

GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USES LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF ANY HAZARDOUS MATERIALS OR CONDITIONS AFFECTED BY ENVIRONMENTAL LAWS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY DURING THE INSPECTION PERIOD. GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED, OR TO BE PROVIDED, BY GRANTOR EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FOR A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTEE AGREES TO ACCEPT THE PROPERTY AND HEREBY WAIVES AND RELEASES GRANTOR FROM ALL OBJECTIONS OR CLAIMS AGAINST GRANTOR ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY, WHETHER BY CONTRACT, UNDER LAND, UNDER ANY RIGHT OF CONTRIBUTION, OR OTHERWISE, UNLESS GRANTOR WAS SOLELY, AND DIRECTLY, RESPONSIBLE THEREFOR.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT GRANTOR HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY AN VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY IS MADE ON AN "AS IS" CONDITION AND BASIS AND "WITH ALL FAULTS". IT IS UNDERSTOOD AND AGREED THAT THE PURCHASE PRICE HAS BEEN NEGOTIATED BASED ON THE FACT THAT THE PROPERTY IS SOLD BY GRANTOR AND PURCHASED BY GRANTEE SUBJECT TO THE FOREGOING. GRANTEE'S ACKNOWLEDGMENT AND ACCEPTANCE OF THE TERMS HEREOF SHALL BE EVIDENCED BY GRANTEE'S RECORDING OF THIS WARRANTY DEED IN THE OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

If any of Grantor's warranties or representations above is discovered by Grantee prior to Closing, to be misrepresented or inaccurate, Grantee shall notify Grantor promptly in writing, and Grantor shall have the opportunity to correct or remedy such misrepresentation or inaccuracy.

Anything to the contrary herein notwithstanding, Grantor shall have no liability to the Grantee with respect to the breach of any of the representations or warranties contained herein unless (i) written notice or demand with respect to the breach or alleged

breach is given within one (1) years after the date hereof and (ii) suit is filed with respect to the breach or alleged breach of representation with one (1) year of the hereof.

**PROPERTY (including any improvements):**

Lot 4, **Davis Ranchettes Subdivision**, an addition to the City of Edinburg, Hidalgo County, Texas as per amended map or plat thereof recorded in Volume 51, Page 179-181, Map Records, Hidalgo County, Texas.

**Reservations from and Exceptions to Conveyance and Warranty:**

- A. Restrictive covenants duly recorded under Document No. 1691032 and amended in Document No. 1977983 in the Official Records and Volume 51, Pages 179-181, Map Records, Hidalgo County, Texas, deleting therefrom any restrictions indicating any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.
- B. Reservation of all oil, gas, and other minerals, except as to 3/16th of 1/8th non participating royalty interest contained in instrument dated December 18, 1948, recorded in Volume 646, Page 363, and dated March 13, 1950, recorded in Volume 689, Page 415, Deed Records, Hidalgo County, Texas.
- C. Oil, Gas and Mineral Lease dated March 15, 1944, recorded in Volume 54, Page 93, Oil and Gas Records, Hidalgo County, Texas.
- D. Easement for right of way granted to Texas Eastern Transmission Corporation, as set forth in instrument recorded in Volume 906, Page 220, Deed Records, Hidalgo County, Texas.
- E. Easement for right of way granted to North Alamo Water Supply Corporation, as set forth in instrument recorded in Volume 2552, Page 141, Deed Records, Hidalgo County, Texas.
- F. All right title and interest in and to those portions of land claimed by Santa Cruz Irrigation District No. 15 as set forth in Condemnation filed under Cause No. CL-143 in the County Clerk's office of Hidalgo County, Texas.
- G. Easements, rules, regulations and rights in favor of Santa Cruz Irrigation District No. 15.
- H. Easement and reservations as may appear upon the recorded map and dedication of said subdivision.
- I. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

J. SUBJECT TO all reservations, exceptions, leases, easements, rights, restrictions, uses, and regulations, visible or of record, and taxes for 2013 and all subsequent years.

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 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 and the Exceptions to Conveyance and Warranty.

EXECUTED this the 11th day of June, 2013.

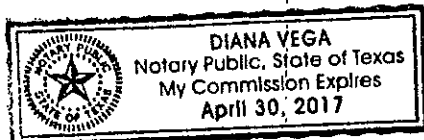
*Mark A. Basaldua*  
MARK A. BASALDUA

ACKNOWLEDGMENT

STATE OF TEXAS §  
  §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 11<sup>th</sup> day of June, 2013 by MARK A. BASALDUA.

*Diana Vega*  
NOTARY PUBLIC - STATE OF TEXAS



The undersigned GRANTEES hereby accepts and consents to the Deed attached hereto including, but not limited to, the provision concerning title exceptions contained therein and acknowledge that same is in conformity with GRANTEES' intent, any agreements and representations made to GRANTEES or, if not GRANTEES hereby amend any agreement and representations to conform to this Deed, and the terms and provision of same shall control in the event of any conflict, and GRANTEES acknowledge this Deed constitutes complete compliance to all agreements and representation, if any, of GRANTOR to the complete satisfaction of GRANTEES regarding the property described in the attached deed.

DATED this the 11th day of June, 2013.

*Ricardo Rocha*  
\_\_\_\_\_  
RICARDO ROCHA

*Jose J. Cital*  
\_\_\_\_\_  
JOSE J. CITAL

*Maura Riojas*  
\_\_\_\_\_  
MAURA RIOJAS

PREPARED IN THE LAW OFFICE OF:

Law Office of Hollis Rankin, III, PLLC  
920-B South McColl Rd.  
Edinburg, Texas 78539  
Telephone No.: 956-287-8400

AFTER RECORDING RETURN TO:

Law Office of Hollis Rankin, III, PLLC  
920-B South McColl Rd.  
Edinburg, Texas 78539

F/N:RCR  
HHR/dv

# Chapter 232 Texas LGC Application

APPLICATION NO:

4-15238

Mar. 1, 2016

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1304 S. 25th Ave EDINBURG TX 78539  
TEL 318-2840 FAX 318-2844

D1550-00-000-0004-00

[ 1 ] OWNER: ROCHA, RICARDO, JOSE CITAL,  
& MAURA RIOJAS  
2113 S. 33RD  
MCALLEN, TX. 78503  
Telephone No. 681-8722

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
DAVIS RANCHETTES LOT 04  
6/20/13NW/E AG.WATER

LOCATION: 0 DOOLITTLE & DAVIS

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: EXIST

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: BRIC

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

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

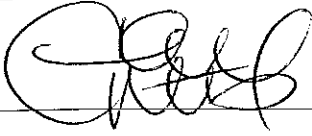
[ 5 ] SIZE OF STRUCTURE: 2,061 Sq. Ft.

[ 11 ] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

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

**Special Conditions: No construction allowed over any easements.**  
MUST COMPLY WITH ALL SETBACKS & REGULATIONS  
FRONT:50' BACK:80' SIDES:6'  
MINIMUM ELEV. 18" ABOVE CENTER LINE OF STREET

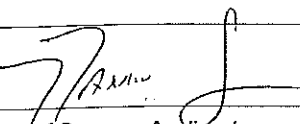
### FOR COUNTY USE ONLY APPLICATION FEES

  
Prepared by \_\_\_\_\_ Date 3/11/16

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

Julio Ruiz  
Approved by \_\_\_\_\_ Date 2/09/16

Light [X] Water [X]  
Flood Zone: NO Panel No. /Suffix: 480334 Pct: 4  
Community No.: 032510  
Certification of Elevation Required: YES  NO  BFE

  
Signature of Owner or Applicant \_\_\_\_\_ Date 2/27/16

- 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.