

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Carlos David Davila	4-16512
2.		
	COMM. COURT: APRIL 5, 2017	



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

Precinct 1 2 3 4

T.J. Arredondo, CFM
Director of Planning

Application No: 4-116512

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

Upon the application of:

Name: Carlos David Devila

Address: 29148 FM 493
Hargill, TX 78549

Phone: 956-376-1451

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:		<u>Sewer</u>
Date Approved:	<u>1 / 1</u>	<u>3 124 17</u>

Water Supplier: North Alamo Water Supply

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:

29148 FM 493 Hargill, TX 78549
lot #28 blk #122 Hargill Townsite
± 1/2 of lot #29
[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

Rev. 06-03-15

County of Hidalgo

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
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T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 410512

**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

Carlos David Devila

Known to me [or proved to me in the oath of # 19836588 or through TX Drivers License (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:

S 1/2 of lot # 29148 FM 493 Hargill, TX 78549
29410TH#28 Bldg#122 Hargill Townsite
[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."

[Signature] (Signature)

SUBSCRIBED AND SWORN TO before me on 3, 2017, to certify which, witnesses my hand and seal of office.

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



SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

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.

Date: AUGUST 4, 2016

Grantor: JGF ENTERPRISES, L.P.

Grantor's Mailing Address (including county):
P.O. BOX 1000
MISSION, TEXAS 78573-1000
HIDALGO COUNTY



Grantee: CARLOS DAVID DAVILA III

Grantee's Mailing Address (including County):
P.O. BOX 267
HARGILL, TX 78549
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of \$16,000.00 and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):

LOT 28 AND THE SOUTH 1/2 OF LOT 29, BLOCK 122, ORIGINAL TOWNSITE OF HARGILL, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS (H1200-00-122-0028-00).

Reservations From and Exceptions to Conveyance and Warranty:

SAVE AND EXCEPT all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease;

SUBJECT TO Only one temporary or permanent single-family dwelling may be located on each lot, which is restricted to single family use by the plat of the subdivision and/or by restrictive covenants referred to in this instrument.

SUBJECT TO Declaration of Restrictive Covenants, if any, recorded in the Official Records of Hidalgo County, Texas, and all subsequent Amendments of declaration of restrictive covenants recorded in the Official Records of Hidalgo County, Texas;

SUBJECT TO visible and apparent easements on or across the subject property;

SUBJECT TO minimum floor elevations, minimum building setback lines, utility easements, and other requirements shown on the map of said subdivision if available;

SUBJECT TO all recorded restrictions, reservations, covenants, conditions, oil, gas and mineral leases, mineral severances and other instruments, other than liens and conveyances, that affect the property;

SUBJECT TO Easements, right-of-way, and prescriptive rights, whether of record or not;

SUBJECT TO taxes for the current year and all subsequent years, payment of which are expressly assumed by the Grantee herein.

SUBJECT TO Right of redemption resulting from the property tax foreclosure deed recorded on June 3, 2015 as Document Number 2616746 in the Official Records of Hidalgo County, Texas.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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 exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

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 to (i) the physical condition of the property or any element thereof, including, without limitations, 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; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until Purchase Note described is fully paid according to its terms, at which time this deed shall become absolute.

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

JGF ENTERPRISES, L.P.

BY: _____

J. Gary Frisby
J. Gary Frisby, President
JGF LAND CO., INC.
Its sole general partner

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on August 4, 2016, by J. Gary Frisby, President of JGF LAND CO., INC. the sole General Partner of JGF ENTERPRISES, L.P., a Texas Limited Partnership on behalf of said Partnership.



Marisol Barrera
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

JGF ENTERPRISES, L.P.
P.O. BOX 1000
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

CARLOS DAVID DAVILA III
P.O. BOX 267
HARGILL, TX 78549

Chapter 232 Texas LGC Application

APPLICATION NO:
4-16512
Mar. 7, 2017

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

H1200-00-122-0028-00

[1] OWNER: DAVILA, CARLOS DAVID

P.O. BOX 267
HARGILL, TX 78599

Telephone No. 329-3968

[7] LEGAL DESC./NAME OF SUBDIVISION
HARGILL TOWNSITE LOT 28 & LOT
-S1/2 BLK 122

LOCATION: 0 493 & 490

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: META

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

[10] EST. COST OF CONST.: \$2,900

[5] SIZE OF STRUCTURE: 950 Sq. Ft.

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

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.

MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS

FRONT:25' BACK:15' SIDES:6'

MINIMUM ELEV. 18" ABOVE CENTER LINE OF STREET

Prepared by

3/7/17
Date

Approved by

3/1/17
Date

Signature of Owner or Applicant

3-7-17
Date

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____

TOTAL AMOUNT \$30.00

Light [X]

Water [X]

Flood Zone: NO

Panel No. /Suffix:

0250B

Pct: 4

Community No.:

480334

Certification of Elevation

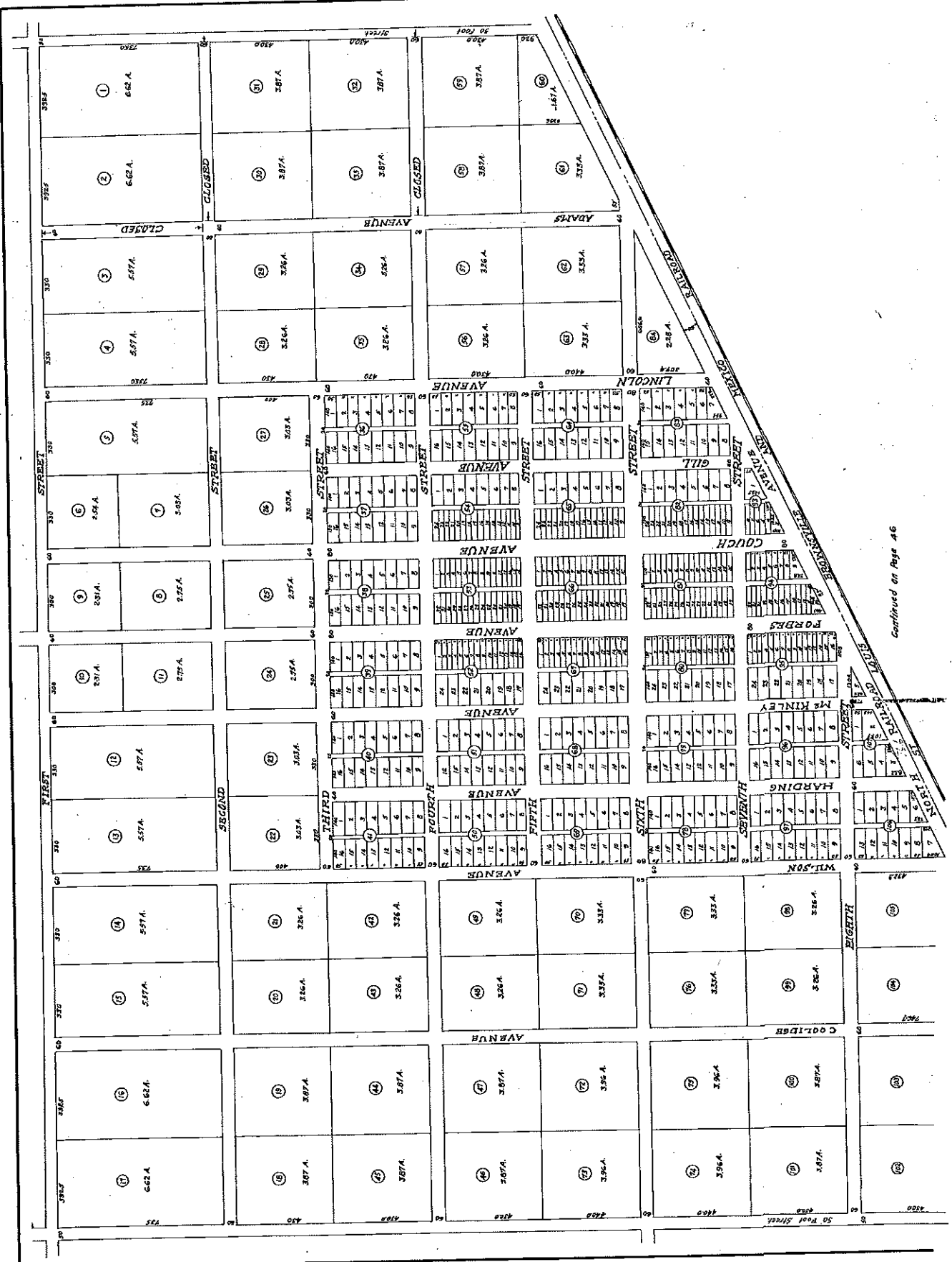
Required: YES NO BFE

- 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.

[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.



Continued on Page 46

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Prepared by the State Bar of Texas (for use by lawyers only)
Revised 10-85
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WARRANTY DEED

OFFICIAL RECORDS

Date: February 24, 1992

Grantor: OSVALDO GARCIA and wife, ELIDA C. GARCIA

Grantor's Mailing Address (including county): P. O. Box 99, Hargill, Hidalgo County, Texas 78549

Grantee: DONALD BROWN and wife, SYLVIA BROWN

Grantee's Mailing Address (including county): P. O. Box 375, Hargill, Hidalgo County, Texas 78549

Consideration: TEN AND NO/100 Dollars (\$10.00) and other valuable considerations

Property (including any improvements):

The North $\frac{1}{2}$ of Lot Twenty-Nine (29) and all of Lot Thirty (30), Block One Hundred Twenty-Two (122), Townsite of Hargill, Hidalgo County, Texas, as per the map or plat thereof recorded in the Office of the County Clerk of said County and State, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

SAVE AND EXCEPT any and all oil, gas and other minerals underlying or that may be recovered from said premises. SUBJECT TO any and all rules, ordinances and zoning regulations of the City of Hargill, Texas.

Grantor, for the consideration and subject to the reservations from and 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 wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, 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 exceptions to conveyance and warranty.
N/A

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

WITNESS OUR HAND ON THIS THE 24th day of February, 1992 by OSVALDO GARCIA
and wife, ELIDA C. GARCIA.

Osvaldo C Garcia
OSVALDO GARCIA

Elida C Garcia
ELIDA C. GARCIA

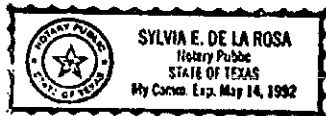
(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 24th day of February, 1992
by OSVALDO GARCIA and wife, ELIDA C. GARCIA

Sylvia E. De La Rosa
Notary Public, State of Texas
Notary's name (printed): Sylvia E. De La Rosa
Notary's commission expires: May 14, 1992

(Corporate Acknowledgment)



STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____ of _____
a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):
Notary's commission expires:

AFTER RECORDING RETURN TO:

Mr. and Mrs. Donald Brown
P. O. Box 375
Hargill, Texas 78549

PREPARED IN THE LAW OFFICE OF:

LAW OFFICE OF LIONEL PEREZ
State Bar No. 15777300
101 N 10th/P. O. Box 899
Edinburg, Texas 78540
512/381-9803

FILED FOR RECORD
FEB 25 AM 12 18
CLERK
TEXAS

251034