

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Samuel Trevino	4-12766
	COMM. COURT: September 12, 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: 4-12766

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

Upon the application of:

Name: Samuel Treviño

Address: 5524 S. Cesar
Chavez Rd.
Edinburg, TX 78542

Phone: (956) 460-3271

Approved by Environmental Health:	Temporary Service	Final Service
<u>[Signature]</u>	<u>[Signature]</u>	<u>[Signature]</u>
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>51374</u> <u>9/15/17</u>

Water Supplier: N.A.W.S.

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

Account/ESI No.: 64675-005-~~005~~
 Temporary Pole Permanent Service

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

Lot 16 Block 52 Alamo Land and Sugar
Co. Subd. of Parcel 72, (A 1.59 AC Tract of land out of
the West 5.0 Acres of the Southwest 1/4
of Lot No. 1, Blk 52
ALS)
[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.

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

County of Hidalgo

Rev. 06-03-15

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Precinct 1 2 3 4

T.J. Arredondo, CFM
Director of Planning

Application No: 4-12766

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

Samuel Treviño

Known to me [or proved to me in the oath of IDC # 10223422 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:

5524 S. Cesar Chavez
Edinburg TX 78542
Lot 16 BK 52 Alamo land + Sugar
CA 1.59 Acre tract of land out of the West 5.0 Acres of the Southwest 1/2 of Lot 16,
[Insert the lot and block number in recorded subdivision, address, or description in deed, etc] BK 52, ALS)

2. "The land described above has been sold or conveyed to me."

AND [strike through the statement below that does not apply]

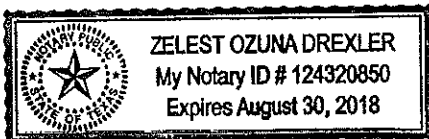
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

Samuel Treviño (Signature)

SUBSCRIBED AND SWORN TO before me on August 30, 2017, to certify which, witnesses my hand and seal of office.



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

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12766
Sep. 18, 2013

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

A1800-00-052-0016-14

[1] OWNER: TREVINO, SAMUEL & NARSEDALIA
5/8/12M260287-002/P/E
5516 S. CESAR CHAVEZ
EDINBURG, TX. 78542
Telephone No. 460-3271

[7] LEGAL DESC./NAME OF SUBDIVISION
ALAMO LAND & SUGAR CO N210'-S6
'W330' LOT 16 BLK 52 1.59AC 1
9AC NET

[2] CONTRACTOR: SELF

LOCATION: 0 OWASSA & C. CHAVEZ

[3] WATER SYSTEM: N AL

[8] SEWAGE: INSTA

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

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 2,300 Sq. Ft.

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

[6] USE OF BUILDING: RES.ZONE-B

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 50' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18" NATURAL GROUND.

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

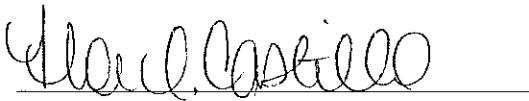
Light [X] Water [X]

Flood Zone: NO 0425C
Panel No. /Suffix: _____ Pct: 4

Community No.: 48033d

Certification of Elevation
Required: YES NO BFE

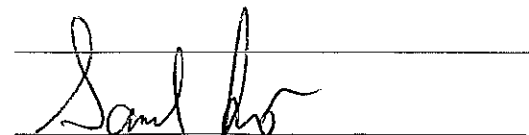
- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures 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.


Prepared by

9/18/13
Date


Approved by

9/18/13
Date


Signature of Owner or Applicant

9-18-13
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.

CHARGE San Jacinto Title Services-McAllen

GF# 23478 Closer CAS

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 23, 2012

Grantor: JUBER TANGUMA, a single man

Grantor's Mailing Address (including county): 4413 Park Bend
Harlingen, Texas 78552
Cameron County

Grantee: SAMUEL TREVINO and wife, NARSEDALIA TREVINO

Grantee's Mailing Address (including county): 5516 S. Cesar Chavez
Edinburg, Texas 78542
Hidalgo County

Consideration: Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory **Note** of even date herewith, in the principal amount of **SEVENTY THOUSAND AND NO/100THS (\$70,000.00) DOLLARS** payable to the order of **JUBER TANGUMA** and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith from Grantee to **RAMON VEGA III**, Trustee.

Property (including any Improvements): A 1.59 acre tract of land out of the West 5.0 acres of the Southwest 1/4 of Lot 16, Block 52, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, Hidalgo County, Texas, recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

BEGINNING at a point on the West line of said Lot 16, North 8 Deg. 45 Min. East, 450.0 feet from its Southwest corner, for the Southwest corner of the following described tract of land; said point being in 60 foot Cesar Chavez Road;

THENCE, with the West line of Lot 16, in said road, North 8 Deg. 45 Min. East, 210.0 feet to the Northwest corner of the Southwest 1/4 of Lot 16, for the Northwest corner hereof,

THENCE, with the North line of the Southwest 1/4 of Lot 16, South 81 Deg. 15 Min. East, at 30.0 feet pass an iron rod on the East line of Cesar Chavez Road and at 330.0 feet an iron rod, for the Northeast corner hereof,

THENCE, parallel to the West line of Lot 16, South 8 Deg. 45 Min. West, 210.0 feet to an iron rod, for the Southeast corner hereof,

THENCE, parallel to the South line of Lot 16, North 81 Deg. 15 Min. West, at 270.0 feet pass an iron rod on the East line of Cesar Chavez Road and at 330.0 feet the POINT OF BEGINNING. Containing 1.59 acres of land, more or less, of which the West 30.0 feet, comprising 0.14 acre lies in Cesar Chavez Road right-of-way.

Reservations From and Exceptions to Conveyance and Warranty:

Rights or claims by Hidalgo County Irrigation District No. 2 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 2, pursuant to applicable sections of the Texas Water Code.

Subdivision regulations of the County of Hidalgo and/or ordinances or regulations of the city holding extra-territorial jurisdiction of said property.

Easements and reservations as shown according to the map or plat thereof recorded in Volume 1, Pages 24-26, Map Records of Hidalgo County, Texas.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated July 7, 1982 by and between Victor Tanguma and wife, Adela Tanguma, as Lessor, and Dan A. Hughes, as Lessee, recorded on August 11, 1982 in Volume 418, Page 521, Oil and Gas Lease Records of Hidalgo County, Texas. Reference to which instrument is here made for particulars.

Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated September 15, 1998 by and between Victorino V. Tanguma and wife, Adela T. Tanguma, as Lessor, and Samson Lonestar Limited Partnership, as Lessee, recorded on November 23, 1998 under Clerk's File No. 727162, Official Records of County, Texas. Reference to which instrument is here made for particulars.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.

Zoning and building ordinances in favor of the County of Hidalgo.

Rights of tenants in possession under any and all outstanding lease agreement, recorded or unrecorded.

Taxes for 2012 and subsequent years, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to

Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the consideration being paid for the property being purchased, Buyer is taking the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with any and all latent and patent defects and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Seller to expressly negate and exclude all representations and warranties, including, but not limited to: (i) the nature, quality or condition of the property, including, without limitation, the water, soil, geology, warranties related to suitability for habitation, merchantability or fitness for a particular purpose, developmental potential or otherwise; (ii) the income to be derived from the property; (iii) the quality of the labor and materials included in any improvements; (iv) property being in compliance with any operation, rules, regulations, laws or ordinances of any applicable governmental body or authority; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. Additionally, Seller has not and does not make and specifically disclaims any representations regarding solid waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulation promulgated thereunder. Buyer acknowledges and stipulates that Buyer is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Buyer's examination of the Property. Buyer takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in Deed.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

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


JUBER TANGUMA

(Acknowledgement)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 24th day of July, 2012 by Juber Tanguma.

Ida Barrera
Notary Public, State of Texas



GRANTEE'S ACCEPTANCE OF DEED

SAMUEL TREVINO and NARSEDALIA TREVINO, Grantees, accept the attached Deed and consent to its form and substance. Grantees acknowledge that the terms of the Deed conform with Grantee's intent and that they will control in the event of any conflict with the contract Grantee signed regarding the Property described in the Deed, if any.

GRANTEE:

SAMUEL TREVINO

[Signature]

NARSEDALIA TREVINO

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the ____ day of _____, 2012 by Samuel Trevino.

Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

July This instrument was acknowledged before me on the 25th day of _____, 2012 by Narsedalia Trevino.

[Signature]

Notary Public, State of Texas



GRANTEE'S ACCEPTANCE OF DEED

SAMUEL TREVINO and NARSEDALIA TREVINO, Grantees, accept the attached Deed and consent to its form and substance. Grantees acknowledge that the terms of the Deed conform with Grantee's intent and that they will control in the event of any conflict with the contract Grantee signed regarding the Property described in the Deed, if any.

GRANTEE:

Samuel Trevino
SAMUEL TREVINO

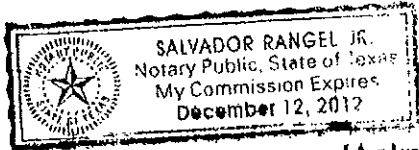
NARSEDALIA TREVINO

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the 28 day of July, 2012 by Samuel Trevino.



[Signature]
Notary Public, State of Texas

(Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on the _____ day of _____, 2012 by Narsedalia Trevino.

Notary Public, State of Texas

BACK UP

1
3

GIFT DEED

Date: June 8, 1998

695137

Grantor: VICTORINO V. TANGUMA and wife, ADELA T. TANGUMA

Grantor's Mailing Address (including county):

4401 E. Owassa Rd.
Edinburg, Texas 78539
Hidalgo County

Grantee: JUBER TANGUMA, a single man, as his sole and separate property and estate

Grantee's Mailing Address (including county):

Hidalgo County

Consideration: For the love and affection Grantor has and bears unto Son

Property (including any improvements):

SEE EXHIBIT "A"

Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas, and other mineral reservations of record, if any.
2. All oil, gas leases and drilling agreements of record, if any.
3. Easements of record, if any.
4. Easements and conditions as may be contained in plat of said subdivision, if any.
5. Easements, rights, rules, and regulations in favor of pertaining water district, if any.
6. All visible easements and restrictions of record, if any.
7. Subject to the subdivision regulations of the County of Hidalgo and/or Ordinances or governmental regulations of the City in which the property may be located or holding extra-territorial jurisdiction of said property.
8. Standby fees and taxes for the year 1998 and assessments for prior years.

Grantor, for the consideration indicated above, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and 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 forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

Grantor gives and conveys the Property to Grantee as Grantee's separate property.

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

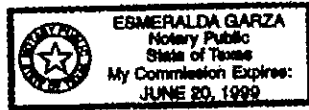

VICTORINO V. TANGUMA

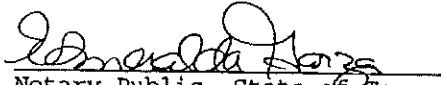

ADELA T. TANGUMA

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th day of June, 1998, by VICTORINO V. TANGUMA.

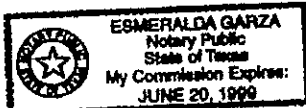




Notary Public, State of Texas

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 11th day of June, 1998, by ADELA T. TANGUMA.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5301 South McColl
Edinburg, Texas 78539

PREPARED BY:

THE LAW FIRM OF:
McLAREN & ASSOCIATES
5301 South McColl
Edinburg, Texas 78539
File Number: 98-154

April 30, 1998

A 1.59 ACRE TRACT OF LAND OUT OF THE WEST 5.0 ACRES OF THE SOUTHWEST 1/4 OF LOT 16, BLOCK 52, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, OF PORCION 72, LOS TORRITOS, SANTA ANA AND EL GATO GRANTS, HIDALGO COUNTY, TEXAS, RECORDED IN VOLUME 1, PAGE 24, MAP RECORDS.

BEGINNING at a point on the West line of said Lot 16, North 8 Deg. 45 Min. East, 450.0 feet from its Southwest corner, for the Southwest corner of the following described tract of land; said point being in 60 foot Cesar Chavez Road;

THENCE, with the West line of Lot 16, in said road, North 8 Deg. 45 Min. East, 210.0 feet to the Northwest corner of the Southwest 1/4 of Lot 16, for the Northwest corner hereof;

THENCE, with the North line of the Southwest 1/4 of Lot 16, South 81 Deg. 15 Min. East, at 30.0 feet pass an iron rod on the East line of Cesar Chavez Road and at 330.0 feet an iron rod, for the Northeast corner hereof;

THENCE, parallel to the West line of Lot 16, South 8 Deg. 45 Min. West, 210.0 feet to an iron rod, for the Southeast corner hereof;

THENCE, parallel to the South line of Lot 16, North 81 Deg. 15 Min. West, at 270.0 feet pass an iron rod on the East line of Cesar Chavez Road and at 330.0 feet the POINT OF BEGINNING. Containing 1.59 acres of land, more or less, of which the West 30.0 feet, comprising 0.14 acre lies in Cesar Chavez Road right-of-way.

Filed for Record in:
Hidalgo County, Texas
by Jose Eloy Pulido
County Clerk

On: Jul 22, 1998 at 04:42P

EXHIBIT "A"
Gift Deed
Victorino V. Tanguma et ux
to
Juber Tanguma

As a
Recording

Document Number: 695137
Total Fees : 13.00

Receipt Number - 164051

By,
Flo Chavez

FABIAN NELSON & MEDINA, INC.

By *[Signature]*
P.C. MEDINA
Registered Professional Land Surveyor

