

PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	Ruben De Leon	4-17237
	COMM. COURT: OCTOBER 10, 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: 4-17237

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: Ruben De Leon

Address: 33820 FM 1017
LINA, TX 78563

Phone: (956) 279 9864

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	<u>R. Rio</u> Authorized Signature
Inspection/Permit No:		<u>SEPTIC INSTALL</u>
Date Approved:	<u>1 1</u>	<u>10 13 17</u>

Water Supplier: North Alamo

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

Account/ESI No.: 322954-001 MH

Temporary Pole Permanent Service

regarding the land described as:

LOS CEMITOS SUBD. #3 lot-4
207 Cerrito Linda Dr Edinburg TX.

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 3/2/14);

(verified by [Signature]);

(verified by R. Rio);

10-3-17

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



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T.J. Arredondo, CFM
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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: Ruben De Leon

Address: 33820 FM 1017

LIND, TX 78563

Phone: (956) 2799864

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

Los Cerritos SUBD. #3 lot-4
207 Cerrito Linda Dr. Edinburg Tx

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ruben de Leon
Requesting Party (Signature)

10-3-17
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:

10/4/17
Date

[Signature]
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: November 2, 1995

Grantor: Jack Burkholder, Trustee

Grantor's Mailing Address (including county):

1210 E. Tyler
Harlingen, Texas 78550
Cameron County, Texas

Grantee: Ruben De Leon

First Grantee's Social Security Number: [REDACTED]

Grantee's Home Phone Number: [REDACTED]

Grantee's Work Phone Number:

Grantee's Mailing Address (including county):

P.O. Box 121
San Isidro, Texas 78588
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Nine Thousand Four Hundred and 00/100 Dollars (\$9,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Kevin Campbell, Trustee.

Property (including any improvements):

Lot(s) 4, Los Cerritos Subdivision, Unit 3, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 123, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note") dated August 12, 1985, in the original principal amount of Two Hundred Thousand and 00/100 Dollars (\$200,000.00), payable to the order of William C. Reynolds, which is described in and secured by a deed of trust filed for record in Volume 2175, Page 682, *et seq.*, of the Official Records of Hidalgo County, Texas. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.

The following restrictions shall apply to the Property:

1. The lot shall be used for one single family residence only, and the structure located thereon shall not be less than 1,000 square feet.
2. Any building placed on this lot must be newly erected and constructed of new material, and shall have an exterior of at least forty percent (40%) or more brick or masonry finish, with the exception of a mobile home which may be located on this lot.
3. Any mobile home located on this lot must be no older than five years at the time of installation and shall be installed as follows:

All tires and wheels shall be removed, and the mobile home shall have acceptable skirting within ninety (90) days after installation.
4. Any dwelling located on this lot shall have a septic tank or conventional sewer arrangement. No outdoor toilets or privies shall be permitted.
5. There shall be a fifty [50] foot building set-back line from the lot line and a five (5) foot set-back line on each side. All building set-back lines shall be measured from the boundary line of the lot referred to herein and not from the paved roadway.
6. No obnoxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or a nuisance to the neighborhood.
7. No lot shall be used or maintained as a dumping ground for rubbish or trash. Garbage shall not be kept except in sanitary containers and such containers shall be kept except in a clean and sanitary condition. Each lot shall be mowed and maintained in a tidy manner by each owner.
8. No cars, trucks or equipment that are not in working order may be kept on any of the lots in this subdivision.
9. No lot shall be re-subdivided without the specific approval of the appropriate subdivision requirements and the appropriate governmental entity.
10. Lot owners shall not obstruct existing drainage or existing drains, natural or constructed and they shall locate culverts or drains adequate to meet the necessary drainage requirements as determined by the appropriate governmental entity.
11. No livestock shall be raised on the premises.

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 warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking 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 limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (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 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.

The vendor's lien against and superior title to the property are retained until the Purchase Note 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.

Jack Burkholder
Jack Burkholder, Trustee

(Acknowledgment)

State of Texas
County of Cameron

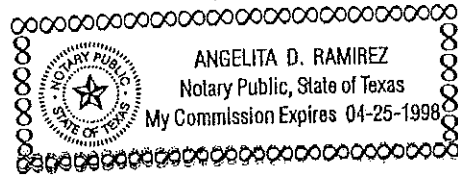
This instrument was acknowledged before me on the 29 day of November, 1995, by Jack Burkholder, Trustee.

Angelita D. Ramirez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Jack Burkholder, Trustee
1210 E. Tyler
Harlingen, Texas 78550

SALESPERSON: AR



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

On: Jun 19, 1996 at 09:31A

As a
Recording

Document Number: 531792
Total Fees: 13.00

Receipt Number - 39854
By,
Wally Gonzalez

Chapter 232 Texas LGC Application

APPLICATION NO:

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

Sep. 8, 2017

4-17237
[Handwritten signature]

L5827-03-000-0004-00

[1] OWNER: DE LEON, RUBEN

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS CERRITOS UT 3 LOT 4

33820 FM 1017
LINN, TX. 78563

8/30/17NW/E AG USE

Telephone No. 369-5959

LOCATION: 0 N281 & 490

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: OTHE

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$51,000

[5] SIZE OF STRUCTURE: 1,232 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES NO
#547725 [Handwritten signature]

[6] USE OF BUILDING: RES.MH.ZONE.C

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS. FRONT 30' SIDE 10'
REAR 25' . 18" ABOVE NATRUAL GROUND

FOR COUNTY USE ONLY
APPLICATION FEES

[Signature]
Prepared by Date 09/08/17

OTHER
TOTAL AMOUNT \$30.00

[Signature]
Approved by Date 09/08/17

Light [] Water []
Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 4
Community No.: 0225 B
Certification of Elevation
Required: YES [checked] NO BFE

[Signature]
Signature of Owner or Applicant Date 9/8/17

- 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.