

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Julio Cesar Molina-Hernandez	4-10
	COMM. COURT: October 17, 2017	



# 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: 4-10

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

Upon the application of:

Name: Julio C Molina Hdz

Address: 29423 Gill ave  
Hargill tx  
78549

Phone: (988) 329-3912

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

Water Supplier: North Alamo Water Supply Corp

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

Account/ESI No.: # 10032789462234117  
[  ] Temporary Pole [ ] Permanent Service

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

LOT # 7 Block 82-a 29423 Gill ave Hargill Tx  
78549 - Original Townsite of Hargill

[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



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T.J. Arredondo, CFM  
Director of Planning

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### 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

MOLINA HERNANDEZ JULIO CESAR

Known to me [or proved to me in the oath of \_\_\_\_\_ or through  
MEXICO PASSPORT 21304<sup>905</sup> (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:

LOT #7 - Block 2 - OR 29423 Gill Avenue HARGILL TX 78149-0048

[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."

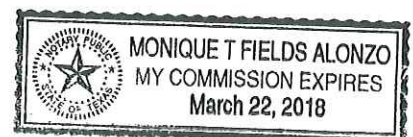
~~-OR-~~

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."

Julio Cesar Molina Hdz (Signature)

SUBSCRIBED AND SWORN TO before me on 5<sup>th</sup> of September 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**

Date: August 4, 2017

Grantor: MARIGOLD AVENUE PROPERTIES, LLC, a Texas Limited Liability Company

Grantor's Mailing Address:  
P.O. Box 959  
Edinburg, Texas 78540-0959

Grantee: Julio Cesar Molina-Hernandez & Veronica Castro-Torres  
Grantee's Mailing Address (including county):  
PO Box 317  
Hargill, Texas 78549  
Hidalgo County

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 \$18,400.00, 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 Cristen R. Weyand, Trustee.

Property (including any improvements):

Lot 7, Block 82 ORIGINAL TOWNSITE OF HARGILL, as shown by the map or plat thereof recorded in Volume 3, Pages 45-46, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. 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;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. 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;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of ORIGINAL TOWNSITE OF HARGILL, as shown by the map or plat thereof recorded in Volume 3, Pages 45-46, Map Records of Hidalgo County, Texas.; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

**SAVE AND EXCEPT**, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom

**SAVE AND EXCEPT**, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

If the Property 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 Property and payable under the Lease.

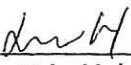
Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, 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.

MARIGOLD AVENUE PROPERTIES, LLC, a Texas Limited Liability Company

BY:   
Scott L. Helgeson, Manager

**(ACKNOWLEDGMENT)**

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 4 day of August, by Marigold Avenue Properties, LLC, a Texas Limited Liability Company by Scott L. Helgeson, Manager, who personally appeared before me and is personally known to me to be the person whose name is subscribed to the within instrument who acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Notary Public, State of Texas



AFTER RECORDING RETURN TO:  
P.O. Box 959  
Edinburg, Texas 78540



Chapter 232, Texas Local Government Code

10/4/2017 9:55:41 AM

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Main Office  
1304 South 25th Street  
Edinburg, Texas 78542  
Ph: 956-318-2840  
Fax: 956-318-2844

Precinct No. 1 Substation  
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Precinct No. 3 Substation  
2401 N. Moorefield Rd.  
Mission, Texas 78572  
Ph: 956-205-7045  
Fax: 956-205-7049

Permit No.: Permit 4-10  
Receipt No.: 000026  
H1200-00-082-0007-00

MOLINA JULIO CESAR & CASTRO VERONICA

29423 GILL AVE  
HARGILL, TX 78549  
(956) 330-6877  
(956) 330-6877

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 20 Mobile Homes
- [4] Size of Structure: 256Sq.Ft.
- [5] Legal Description: HARGILL TOWNSITE LOT#7 BLK#82
- [6] Location: FM 490 & FM 493
- [7] Sewage: North Alamo WSC
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$1500
- [10] Flood Zone: Zone X

Community Panel Number: 480334-0425D X-20  
Precinct: 4  
Certification of Elevation Required: No  
Setbacks: Front 25', Rear 30', Side 6', Side 6', Corner '  
Special Conditions: MUST COMPLY WIHT ALL COUNTY  
SETBACKS & REGULATIONS  
Description: Permit 4-10  
Price: \$30.00

**Total Amount.....\$30.00**

Method of Payment: Cash  
Check/M.O.#:  
Payment: \$40.0  
Change Due: \$10.00  
Application: alex.antons  
Inspector: aaron.hernandez  
Receipt: alex.antons

Cashier

Date

10/4/17

[NOTICE]

ALL SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE IN COMPLIANCE WITH THE SUBDIVISION PLAT AND/OR DEED RESTRICTIONS. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. NO MORE THAN ONE SINGLE FAMILY RESIDENCE PER LOT. APPLICANT SHALL COMPLY WITH ALL THE PLAT AND OR DEED RESTRICTIONS AND REQUIREMENTS AFFECTING THE LOT. APPLICANT ACKNOWLEDGES THAT NO FURTHER DIVISION OF THE DESCRIBED PROPERTY SHALL BE DONE WITHOUT FIRST PREPARING A SUBDIVISION PLAT IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES, TEXAS LOCAL GOVERNMENT CODE AND/OR TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES. A CLEARANCE WILL NOT BE ISSUED FOR ANY PROPERTY LOCATED IN AN AREA DESIGNATED AS ZONE 'A', 'AE', 'AH' OR 'AO' UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A DEVELOPMENT PERMIT APPROVED BY THE COUNTY OF HIDALGO FLOOD PLAIN ADMINISTRATOR INCLUDING AN ELEVATION CERTIFICATE REFLECTING THE PROPOSED FINISHED FLOOR ELEVATION FOR THE IMPROVEMENTS AND THE BASE FLOOD ELEVATION FOR THE PROPERTY. IN ADDITION, A FINAL CLEARANCE WILL NOT BE ISSUED UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A FINISHED FLOOR CONSTRUCTION ELEVATION CERTIFICATE CONFIRMING THAT ALL IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE TERMS OF THE INITIAL APPLICATION AND FLOOD PLAIN ADMINISTRATION DEVELOPMENT PERMIT. A SEPARATE PERMIT IS ALSO REQUIRED FOR INSTALLATION OF SEPTIC TANKS AND THE VERIFICATION THAT SEPTIC TANKS WERE INSTALLED IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS. THIS APPLICATION IS SUBJECT TO CANCELLATION 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 ANY TIME AFTER WORK IS COMMENCED. APPLICANT/OWNER STATES THAT NO STRUCTURE EXISTS ON THIS TRACT OF LAND. IF FOUND IN VIOLATION APPROVED APPLICATION MAY BE REVOKED. APPROVED APPLICATION FEE SHALL BE DOUBLED FOR CONSTRUCTION COMMENCING AND/OR STRUCTURES MOVED IN PRIOR TO OBTAINING AN APPROVED APPLICATION. THE FORGOING IS A TRUE AND CORRECT DESCRIPTION OF THE IMPROVEMENTS CONTEMPLATED BY THE UNDERSIGNED APPLICANT, AND THE APPLICANT STATES THAT THE APPLICANT WILL HAVE FULL AUTHORITY OVER THE CONSTRUCTION OF SAME AND CONTRACTOR AND APPLICANT HEREBY AGREE TO COMPLY WITH ALL COUNTY REQUIREMENTS AND APPLICABLE PLAT AND/OR DEED RESTRICTIONS. APPLICANT AND CONTRACTOR HEREBY CERTIFY THAT EACH HAS 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 VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. BY SIGNING THIS APPLICATION, APPLICANT AND CONTRACTOR AUTHORIZE REPRESENTATIVES OF THE COUNTY OF HIDALGO TO COME ON TO THE CONSTRUCTION SITE TO MONITOR CONTRACTOR'S AND APPLICANT'S COMPLIANCE WITH THE TERMS OF THE PERMIT AND THE COUNTY'S SUBDIVISION REGULATIONS. PLEASE CONTACT PLANNING DEPARTMENT 48 HOURS PRIOR TO POURING OF FOUNDATION FOR INSPECTION OF BUILDING SETBACKS FROM PROPERTY LINES AND FINISH FLOOR ELEVATION. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. BUILDING SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE MET PRIOR TO POURING FOUNDATION OR WHEN MOVING IN A STRUCTURE.

Julio C Molina  
Signature of Owner or Applicant

10-4-2017  
Date



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