





# 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: 1-541

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

Upon the application of:

Name: Anc Rosa Valdez

Address: PO Box 1498  
Edcouch Tx  
78538

Phone: 956 261-3328

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

Water Supplier: N.A.W.S

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:

JESSUP LOT 5 BCK 2

[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



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**County of Hidalgo**

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T.J. Arredondo, CFM  
Director of Planning

Application No: 1-541

**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

ANAROSA VALDEZ

Known to me [or proved to me in the oath of TXID #27066361 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:

JESSUP LOT 5 BULK."

[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."

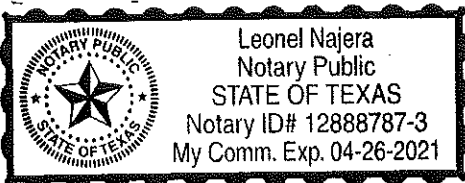
~~-OR-~~

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."

X A. Valdez (Signature)

SUBSCRIBED AND SWORN TO before me on April 18<sup>th</sup>, 2018, to certify which, witnesses my hand and seal of office.

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:** February 5, 2018

**GRANTOR:** Fred G. Karle

**GRANTOR'S MAILING ADDRESS:** P O BOX 1064  
San Benito, TX 78586  
Cameron County, Texas

**GRANTEE:** Anarosa Valdez

**GRANTEE'S MAILING ADDRESS:** P O BOX 1498  
Edcouch, Texas 78538  
Hidalgo County, Texas

**CONSIDERATION:** Ten Dollars and other valuable consideration paid by Grantee to Grantor.

**PROPERTY DISCIPTION:** JESSUP LOT 5, BLOCK 2, JESSUP'S SUBDIVISION, A SUBDIVISION IN HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RCORDED IN VOLUME 8, PAGE 36, 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 affects 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 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, and other matters recorded in Map Records, Hidalgo County, Texas.

**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.

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 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 the 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 Note is fully paid per its terms, at which time this deed shall become absolute.

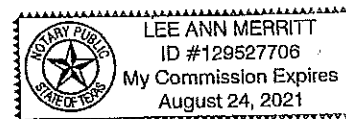
When the context requires, singular nouns and pronouns include the plural.



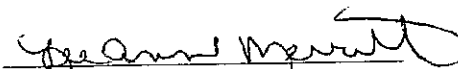
Fred G. Karle

(Acknowledgment)

State of Texas  
County of Hidalgo



This instrument was acknowledged before me on the 5<sup>th</sup> day of February, 2018 by Fred G. Karle.

  
Notary Public, State of Texas



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

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1304 South 25th Street	1902 Joe Stephens Ave.	2401 N. Moorefield Rd.
Edinburg, Texas 78542	Weslaco, Texas 78596	Mission, Texas 78572
Ph: 956-318-2840	Ph: 956-968-4734	Ph: 956-205-7045
Fax: 956-318-2844	Fax: 956-973-7850	Fax: 956-205-7049

Permit No.: Permit 1-541  
Receipt No.: 002219  
J5250-00-002-0004-00

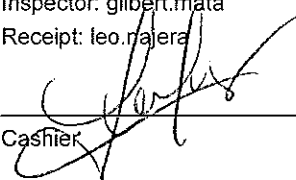
VALDEZ ANAROSA  
P.O. BOX 1498  
EDCOUCH, TX 78538  
(956) 678-0245  
(956) 678-0245

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 20 Mobile Homes
- [4] Size of Structure: 320Sq.Ft.
- [5] Legal Description: JESSUP LOT 5 BLK 2
- [6] Location: FM 88 & FM 2812
- [7] Sewage: North Alamo WSC
- [8] Construction Type: Metal
- [9] Est. Cost of Construction: \$750
- [10] Flood Zone: Zone X

Community Panel Number: 4803340350C  
Precinct: 1  
Certification of Elevation Required: No  
Setbacks: Front 25', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: must comply with all county setbacks and regulations  
Description: Permit 1-541  
Price: \$30.00

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

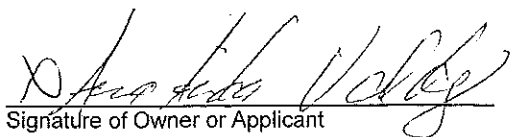
Method of Payment: Cash  
Check/M.O.#:  
Payment: \$50.00  
Change Due: \$20.00  
Application: alyssa.ulloa  
Inspector: gilbert.mata  
Receipt: leo.rajera

  
\_\_\_\_\_  
Cashier

4/11/18  
Date

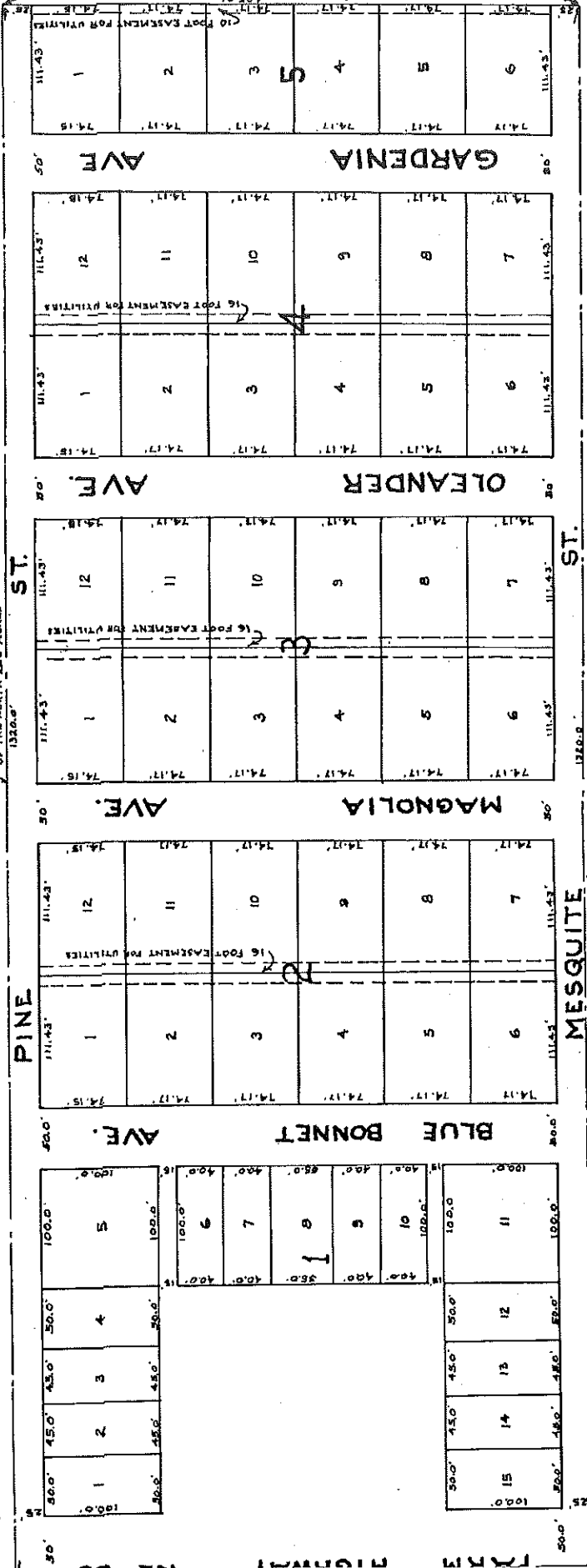
[NOTICE]

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.

  
Signature of Owner or Applicant

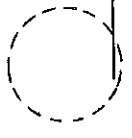
4-11-18  
Date

NORTH LINE OF THE 25.0 ACRES OF THE NORTH 25.0 ACRES 1320.0'



STATE OF TEXAS }  
 COUNTY OF HIDALGO }  
 I, E  
 HEREBY CERTIFY THAT THE F  
 A FULL TRUE AND CORREC  
 ABOVE DESCRIBED LANDS AS  
 PLATTED BY ME.

STATE OF TEXAS }  
 COUNTY OF HIDALGO }  
 SUBSCI  
 ME THIS THE 3/15/46 DAY



*Jessup*  
 NOTARY PUBLIC IN

**MAP OF JESSUP'S SUBDIVISION**  
 OF THE SOUTH 15.0 ACRES OF THE NORTH 25.0 ACRES  
**LOT 13, BLOCK 59**  
 OF THE  
**MO-TEX. LAND AND IRRIGATION COMPANY SUBDIVISION**  
 OF THEIR LANDS IN THE  
**LOS MESTENAS GRANT**  
**HIDALGO COUNTY TEXAS.**  
**SCALE 1 INCH = 60.0 FEET.**

JESSUP OWNER OF THE ABOVE  
 ADOPT AND DEDICATE. RATIFY  
 MAP AND PLAT, AND DO HEREBY  
 STREETS SHOWN AND DESIGNATED

*Jessup* OWNER

BEF AND SWORN TO BEFORE ME  
 May A.D. 1946.

*W. L. ...*  
 NOTARY PUBLIC IN HIDALGO COUNTY TEXAS.



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Rev. 06-03-15

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956-205-7049

Precinct **1** 2 3 4

T.J. Arredondo, CFM  
Director of Planning

Application No: 1-575

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

Upon the application of:

Name: Yvette Munoz

Address: 4172 Mile 2E.

Mercedes, TX  
78570

Phone: 956-458-1473

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

Water Supplier: N.A.W.S

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:

CAPISANO LOT 13 BLK 31 (2.00 acres)

[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



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956-205-7049

Precinct 1 2 3 4

T.J. Arredondo, CFM  
Director of Planning

Application No: 1-575

### 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

YUETTE MUNIZ ~~ANNE HERRERA~~

Known to me [or proved to me in the oath of 22662651 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:

CAPISAU WT13 BUK 31 (2.00 acres)."

[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]

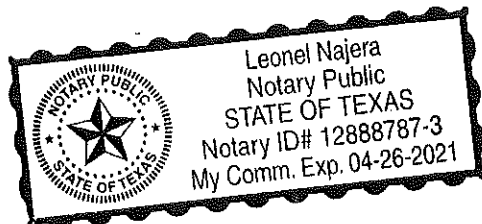
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

Yvette Muniz (Signature)

SUBSCRIBED AND SWORN TO before me on April 17<sup>th</sup>, 2018, to certify which, witnesses my hand and seal of office.



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

SIERRA TITLE  
CLOSER TW GF# 3165613

Warranty Deed with Vendor's Lien

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.

Date: April 18, 2016

Grantor: BALDEMAR MARTINEZ joined herein proforma by my wife, MARIA ELENA MARTINEZ

Grantor's Mailing Address: 515 W. El Paso Ave.  
Clewiston, Florida 33440  
Hendry County

Grantee: JOSE H. ESPINOZA, JR. and wife, YVETTE MUNOZ

Grantee's Mailing Address: 4060 Mile 2 E.  
Mercedes, Texas 78570  
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and a note of even date that is in the principal amount of TWENTY-THREE THOUSAND AND NO/100 DOLLARS (\$23,000.00), and is executed by Grantee, payable to the order of SECURITY SERVICE FEDERAL CREDIT UNION, 16211 La Cantera Parkway, San Antonio, Bexar County, Texas 78256-2419. The note is secured by a vendor's lien retained in favor of SECURITY SERVICE FEDERAL CREDIT UNION in this Deed and by a Deed of Trust of even date from Grantee to RUTH W. GARNER, Trustee.

Property (including any improvements):

Being 2.00 acres of land situated in Hidalgo County, Texas, and being out of Lot 13, Block 31, Capisallo District Subdivision as per map recorded in Volume "P", Page 226, of the Hidalgo County Deed Records, and said 2.00 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a nail found on the West line of said Lot 13 for the Southwest corner of said tract herein described, said nail also being located on the centerline of Mile 2 East Road and bears North 212.60 feet from the Southwest corner of said Lot 13;

THENCE, North, 212.60 feet, with the West line of said Lot 13, the East line of Lot 16, Block 38, and with the centerline of said Mile 2 East Road to a cotton picker spindle found for the Northwest corner of said tract herein described;

THENCE, East, with a line that is parallel to the South line of said Lot 13, and with the South line of a tract of land as described in Volume 3266, Page 76, of the Hidalgo County Deed Records, at a distance of 30.00 feet pass a 1/2-inch iron rod found for reference on the apparent East Right-of-Way line of said Mile 2 East Road, at a distance of 370.00 feet pass a 1/2-inch iron rod with a plastic cap stamped "R&A" set for reference, at a distance of 395.50 feet pass a 1/2-inch iron rod found for reference and continuing for a total distance of 410.00 feet to a point for the Northeast corner of said tract herein described;

THENCE, South, 212.60 feet, with a line that is parallel to the West line of said Lot 13, and along a drain ditch to a point for the Southeast corner of said tract herein described;

THENCE, West, with a line that is parallel to the South line of said Lot 13, and with the North line of a 2.00 acre tract as described in Document #1030906, Official Records of Hidalgo County, Texas, at a distance of 40.00 feet pass a 1/2-inch iron rod with a plastic cap stamped "R&A" set for reference, at a distance of 380.00 feet pass a 1/2-inch iron rod found for reference on the apparent East Right-of-Way line of said Mile 2 East Road and

continuing for a total distance of 410.00 feet to the POINT OF BEGINNING and containing 2.00 acres of land more or less.

Reservations from and Exceptions to Conveyance and Warranty:  
Subject To:

*Grace G. Martinez*

Right of Way Easement granted to Military Highway Water Supply Corporation, by R. C. Jones, Jr., dated May 18, 1979, filed for record on August 14, 1979 in the Office of the County Clerk of Hidalgo County, Texas in Volume 1634, Page 985, Deed Records Hidalgo County, Texas.

Easement and other rights as set forth in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas on October 16, 1997, under Clerk's File No. 630656 and corrected as shown in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas on August 21, 1998 under Clerk's File No. 703044 and corrected as shown in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas on April 21, 2004 under Clerk's File No. 1325111 and corrected as shown in instrument filed for record in the Office of the County Clerk of Hidalgo County, Texas on August 23, 2004 under Clerk's File No. 1373134.

Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume P, Page 226, Deed Records Hidalgo County, Texas.

Easements, rights, rules and regulations in favor of Hidalgo & Cameron Counties Water Control and Improvement District No. 9.

*Ray Jones*

Easements or claims of easements which are not a part of the public record.

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.

Any unrecorded leases or rental agreements, written or oral, together with the rights of any tenant thereunder or tenant at will.

All ad valorem taxes for the year 2016 and all subsequent years.

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 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, except as to the Reservations from and Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties (except to the extent, if any, that such strips or gores abut or provide access to other properties owned by Grantor), (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed, but reserving and retaining unto Grantor, its successors and assigns, the nonexclusive and coextensive right to the use and benefit of the same for the

benefit of any other properties owned by Seller to which such rights are appurtenant.

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 shall become absolute.

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

SECURITY SERVICE FEDERAL CREDIT UNION, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the Note described. The vendor's lien and superior title to the Property are retained for the benefit of SECURITY SERVICE FEDERAL CREDIT UNION, and are transferred to that party without recourse on Grantor.

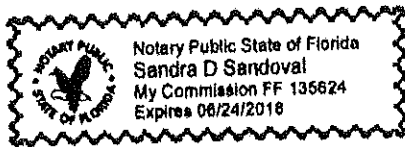
*Baldemar Martinez*  
BALDEMAR MARTINEZ

*Maria Elena Martinez*  
MARIA ELENA MARTINEZ

(Acknowledgment)

STATE OF FLORIDA  
COUNTY OF HENDRY

This instrument was acknowledged before me on the 18<sup>th</sup> day of April, 2016, by  
BALDEMAR MARTINEZ.

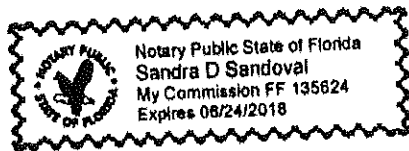


*Sandra D Sandoval*  
Notary Public, State of Florida

(Acknowledgment)

STATE OF FLORIDA  
COUNTY OF HENDRY

This instrument was acknowledged before me on the 18<sup>th</sup> day of April, 2016, by  
MARIA ELENA MARTINEZ.



*Sandra D Sandoval*  
Notary Public, State of Florida

AFTER RECORDING RETURN TO:  
Jose H. Espinoza, Jr. and wife, Yvette Munoz  
4060 Mile 2 E.  
Mercedes, Texas 78570

PREPARED IN THE LAW OFFICE OF:  
JOHN ROBERT KING  
3409 N. 10<sup>th</sup>, Suite 100  
McAllen, Texas 78501  
File No.: GF#3165613;JW/bm

21134

Pa  
Bew

THE STATE OF TEXAS  
COUNTY OF HIDALGO

\*  
\*  
\*

CONTRACT FOR DEED

VOL 2452 PAGE 555

THIS AGREEMENT, by and between RAY JONES, hereinafter called "SELLER," of Hidalgo County, Texas, and, RANULFO MARINTEZ and wife, MARICELA E. MARTINEZ, and MARGARITO MARTINEZ and wife, GRACIELA MARTINEZ, hereinafter called "BUYER," of Hidalgo County, Texas.

W I T N E S S E T H:

1. SELLER agrees to sell and convey to BUYER, and BUYER agrees to purchase from SELLER, upon the terms and conditions hereinafter set forth, a tract of real property as described on Exhibit "A," attached hereto.

1A. BUYER hereby grants possession of the property to SELLER until January 1, 1987, so that SELLER will be able to harvest the sugar cane crop now planted on the property; in consideration of same, SELLER agrees to pay BUYER one fourth (1/4) of the income from the sale of the sugar cane crop now planted on the property.

2. BUYER agrees to pay to SELLER at Weslaco, Hidalgo County, Texas, for the above described real property, the principal sum of ELEVEN THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$11,500.00), together with interest thereon as follows: said purchase price to be payable as follows: \$500.00 cash, the receipt of which is hereby acknowledged, and the balance of \$11,000.00, together with interest thereon from the date hereof at the rate of 12% per annum, shall be due and payable in two (2) separate installment payments of \$442.47 or more each on the 20th day of May, 1987, and continuing regularly and annually thereafter until the sum of \$2,500.00 is paid in full; (2) \$8,500.00 of the balance shall be paid in monthly installments of \$121.96 on the 1st day of July, 1986, and continuing regularly and monthly thereafter until the principal sum of \$8,500.00, with interest, has been duly paid. Interest being calculated on the unpaid principal balance to the date of each installment paid, and the payment made then credited first to the discharge of the interest accrued and the balance to the reduction of the principal. Past-due principal and interest shall bear interest at the highest legal rate from maturity until paid. In the event default is made in the prompt payment of said indebtedness and the same is placed in the hands of any attorney for collection, BUYER agrees to pay an additional sum for reasonable attorney's fees. BUYER SHALL HAVE THE RIGHT TO PREPAY ANY PORTION OF THE UNPAID BALANCE AT ANY TIME.

3. The parties agree that SELLER has effected a credit sale of the above described real property whereby title to said realty will be retained by SELLER until the total purchase price provided above has been paid by purchaser. When the entire purchase price, both principal and interest, as well as all other indebtedness owed hereunder, has been paid by BUYER in accordance with the terms and provisions of this contract, SELLER will convey said property to BUYER by warranty deed, on current form of the State Bar of Texas, conveying good and indefeasible title, with covenant of general warranty, subject to any conditions and restrictions existing against said property, taxes not yet due and payable on the date of this contract and any other exceptions that may be hereinafter specifically set forth as follows:

1. Oil, Gas and Mineral Leases as may be filed of record.
2. Easements for right(s) of way as may be granted to Hidalgo County, the State of Texas, any political subdivision, or any other person and filed of record.
3. Any and all water right agreements filed of record.
4. Rules, regulations, rights of way, and easements in favor of Hidalgo & Cameron Counties Water Control and Improvement District No. 9.
5. Easements and reservations as may appear upon the recorded map and dedication of said subdivision and any visible easements.

4. In the event BUYER shall default in the prompt payment of said indebtedness or shall violate or omit to perform any of the provisions of this agreement and such default, violation or omission shall continue for a period of sixty (60) days, then in any of such events, SELLER may elect, and BUYER expressly waives demand and notice, to declare the entire unpaid indebtedness, together with all interest then accrued thereon, immediately due and payable and enforce the collection thereof, or to declare this contract canceled and of no further force and effect; and in the event SELLER elects to declare this contract canceled and of no further force and effect, all monies that have been paid to or deposited with SELLER hereunder shall be forfeited and belong to SELLER as liquidated damages to compensate SELLER for breach of this contract and for rental and deterioration of the property, and immediately upon this contract being declared canceled and of no further force and effect all the rights, claims and interest of the BUYER in and to said property shall thereupon terminate and be at an end and the property shall unconditionally belong to SELLER.

5. BUYER covenants and agrees as follows:

- (a) To make prompt payment of said indebtedness as the same shall become due and payable and to do and perform all of the covenants and agreements herein imposed upon BUYER.
- (b) To pay when due all taxes and assessments of every nature and kind, inclusive of State, County, City and School Taxes, that fall due on said property after the date of this contract, beginning with taxes for 1986. BUYER acknowledges that all tax notices will be sent to the Seller, who shall give Buyer notice of the taxes due, along with copies of tax statements and Buyer shall remit same to SELLER within thirty (30) days of such notice.
- (c) To keep the property in good repair and condition and to keep said property properly mowed and free of debris and not to permit or commit any waste thereof and to permit SELLER, SELLER's agent or representative, to enter said premises at all reasonable times for the purpose of inspection thereof.
- (d) That in the event BUYER fails to keep the property in good repair and condition, or fails to keep said property properly mowed and free of debris as aforesaid, or fails to pay promptly when due all taxes and assessments, as aforesaid, then SELLER may, but without being required to do so, make such repairs, pay such taxes and assessments, and any sums which may be so paid out by SELLER

therefore shall bear interest from the dates of such payments at the highest legal rate and shall be paid by BUYER to SELLER upon written demand at the same place at which the hereinabove mentioned installments are payable.

6. Time is of the essence of this contract.

7. No waiver by SELLER of any breach of any term, covenant or condition hereof shall be deemed a waiver of the same or subsequent breach of the same or any other term, covenant or condition. The acceptance of any installment payment by SELLER shall not be deemed a waiver of any earlier breach by BUYER of any term, covenant or condition hereof, regardless of SELLER's knowledge of such breach when said payment is accepted. No covenant, term or condition of this agreement shall be deemed waived unless it is waived in writing.

8. Until further notice, all payments will be made by BUYER to SELLER at Lauderdale & Vela, P.O. Drawer 8398, 611 International Avenue, Weslaco, Texas 78596.

9. This contract contains all of the terms and conditions between BUYER and SELLER. No statement, representation or warranty of any kind or nature whatsoever made by either party or by any other person shall be relied upon by either party unless included herein.

10. BUYER acknowledges each of the following:

- (a) That he has received a copy of the survey he is purchasing with this Contract for Deed, and he acknowledges that no plat of the survey will be filed of record in Hidalgo County, Texas, not officially approved by the Commissioner's Court of Hidalgo County, Texas, the City of Mercedes or any other regulatory authority.
- (b) That there are no sewer or water lines available to the property, and that there may be no irrigation lines presently available to the property; all arrangements for irrigation must be made between BUYER and the Irrigation District.
- (c) That no drainage system exists other than the natural lay of the land.
- (d) That this purchase includes no agricultural allocations or bases pursuant to regulations of the U.S.D.A. or other governmental authority.
- (e) That SELLER shall not dedicate or improve any roads adjoining the property.

11. BUYER agrees that an Affidavit made by SELLER, or his agent, showing default and forfeiture and recorded in the Office of the County Clerk of Hidalgo County, Texas, shall be conclusive proof, in favor or any subsequent bona fide purchaser or encumberer for value, of such default and forfeiture; and BUYER hereby irrevocably authorizes SELLER or his agent to thus declare and record such default and forfeiture, and agrees to be bound by such declaration as BUYER'S free act and deed.

12. Neither this contract nor the property herein described may be assigned, sold, pledged or mortgaged by the BUYER without the written consent of SELLER thereto.

13. It is agreed that written notice from SELLER addressed and mailed by certified or registered mail to BUYER at the address set forth after the BUYER's signature below shall be sufficient notice of cancellation of this contract or at such address as the BUYER may from time to time provide to SELLER.

14. The covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, legal representatives, successors and assigns.

15. BUYER acknowledges receipt of a copy of the Restrictive Covenants which attach to the above described land. BUYER understands and acknowledges that these covenants will run with the land herein and are binding upon him. BUYER further acknowledges that these covenants have not been filed of record, but that they shall be filed when the Deed is recorded.

16. It is agreed by the parties hereto that the property hereby sold is encumbered by a lien or liens which SELLER agrees to pay and obtain a release of to the extent of the property herein to be conveyed on or before delivery of the deed hereunder, but which said encumbrance BUYER agrees SELLER may change, alter, renew or extend at any time prior to the delivery of the deed hereunder, and the same shall thereupon continue as a valid obligation and charge on this property, without the necessity of any further agreement with respect thereto by BUYER.

17. At such time as SELLER has caused any and all lien indebtedness to be released, BUYER agrees to accept a Warranty Deed to the property from SELLER reserving a Vendor's Lien in favor of SELLER for any amount then due and owing by BUYER to SELLER under the terms of this contract, such amount to be evidenced by BUYER'S Vendor's Lien Note to be additionally secured by a Deed of Trust to such Trustee as SELLER may then designate.

18. NOTWITHSTANDING ANYTHING SET OUT HEREIN TO THE CONTRARY, IT IS AGREED THAT IF THE ABOVE DESCRIBED REAL PROPERTY IS USED OR IS TO BE USED AS THE BUYER'S RESIDENCE, ANY NOTICE OF SELLER'S INTENTION TO ENFORCE FORFEITURE AND/OR ACCELERATION RIGHTS SHALL BE IN ACCORDANCE WITH SECTION 5.016 OF THE TEXAS PROPERTY CODE, IF SAID SECTION 5.061 IS IN EFFECT AT THE TIME OF SUCH NOTICE OF FORFEITURE AND/OR ACCELERATION.

EXECUTED this 20th day of May, 1986, in duplicate originals.

SELLER:  
*Ray Jones*  
RAY JONES, attorney-in-fact  
P.O. Box 565 for Ray Jones  
Mercedes, Texas 78570

BUYER:  
*Ranulfo Martinez*  
RANULFO MARTINEZ  
*Maricela E. Martinez*  
MARICELA E. MARTINEZ  
1137 E. Orange  
Mercedes, Texas 78570  
His Mark *Sangro*  
Witness: *Graciela* *Graciela*  
MARGARITO MARTINEZ  
*Graciela Martinez*  
GRACIELA MARTINEZ  
1137 E. Orange  
Mercedes, Texas 78570

THE STATE OF TEXAS \*  
COUNTY OF HIDALGO \*

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 20th day of May, 1986, by BARRY EVAN JONES Attorney-in-fact for RAY JONES.

*Lorna L. Goldsberry*  
Notary Public, State of Texas

My Commission Expires: 11/18/86

LORNA L. GOLDSBERRY  
Printed Name of Notary

THE STATE OF TEXAS \*  
COUNTY OF HIDALGO \*

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 20th day of May, 1986, by MARGARITO MARTINEZ and wife, GRACIELA MARTINEZ.

*Lorna L. Goldsberry*  
Notary Public, State of Texas

My Commission Expires: 11/18/86

LORNA L. GOLDSBERRY  
Printed Name of Notary

THE STATE OF TEXAS \*  
COUNTY OF HIDALGO \*

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 20th day of May, 1986, by RANULFO MARTINEZ and wife, MARICELA E. MARTINEZ.

*Lorna L. Goldsberry*  
Notary Public, State of Texas

My Commission Expires: 11/18/86

LORNA L. GOLDSBERRY  
Printed Name of Notary

EXHIBIT "A"

A certain tract of land out of Lot 13, Block 31, Capisallo District Subdivision, Hidalgo County, Texas, and more particularly described by metes and bounds as follows:

Beginning at the Southwest corner of Lot 13;

THENCE, Northward along the West line of Lot 13 a distance of 216.2 ft. to a point for the point of beginning;

THENCE, Northward along the West line of Lot 13 a distance of 212.6 feet to a point on the West line of Lot 13 for the Northwest corner of this tract;

THENCE, Eastward along a line parallel to the South line of said Lot 13, a distance of 410 ft. to a point for the Northeast corner of this tract;

THENCE, Southward along a line parallel to the West line of said Lot 13 a distance of 212.6 ft. to a point for the Southeast corner of this tract;

THENCE, Westward along a line parallel to the South line of said Lot 13 a distance of 410 ft. to the point of beginning; for a total of 2.0 acres more or less.

SAVE AND EXCEPT:

There is hereby reserved all oil, gas and other minerals in and under and that may be produced from the above described property.

FILED 1967 JUN 4 PM 2 50

WIL  
CO. IN  
REPAID

21131

Re  
Marsarite  
1137 E. OYANSE  
MERCER H  
MARTINEZ



Chapter 232, Texas Local Government Code

4/17/2018 3:45:53 PM

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  
1902 Joe Stephens Ave.  
Weslaco, Texas 78596  
Ph: 956-968-4734  
Fax: 956-973-7850

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

Permit No.: Permit 1-575  
Receipt No.: 002340  
C1400-00-031-0013-04

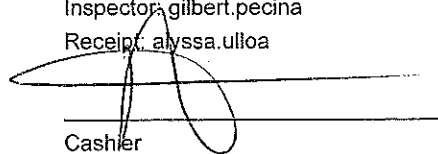
ESPINOZA JOSE H JR & YVETTE MUNOZ  
4172 MILE 2 EAST  
MERCEDAS, TX 78570  
(956) 343-6241  
(956) 343-6241

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 25 Residential, new, Single Family Dwelling
- [4] Size of Structure: 2912Sq.Ft.
- [5] Legal Description: CAPISALLO N212.6'-S425.2'-W410' LOT 13  
BLK 31 2.00AC NET
- [6] Location: MILE 2 W. & MILE 3 N.
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$169000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340525B  
Precinct: 1  
Certification of Elevation Required: No  
Setbacks: Front 50', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: **MUST COMPLY WITH ALL COUNTY  
SETBACKS & REGULATIONS**  
Description: Permit 1-575  
Price: \$30.00

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

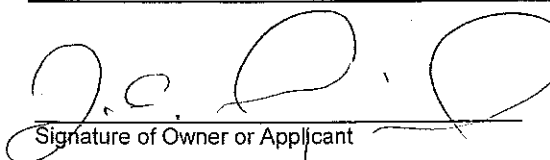
Method of Payment: Cash  
Check/M.O.#:  
Payment: \$30.00  
Change Due: \$0.00  
Application: alyssa.ulloa  
Inspector: gilbert.pecina  
Receipt: alyssa.ulloa

  
\_\_\_\_\_  
Cashier

4/17/18  
Date

[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.

  
Signature of Owner or Applicant

4/17/2018  
Date