







# 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

T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-688

### 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: Maricela Barba

Address: P.O. Box 774  
La Villa, TX 78562

Phone: (956) 246-5037

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

La Villita Ranches Ph 1 lot 315

#### STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Maricela Barba  
Requesting Party (Signature)

5-11-18  
Date

#### ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) 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:

5/11/18  
Date

[Signature]  
County Official

**NOTICE OF CONFIDENTIALITY RIGHTS**

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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

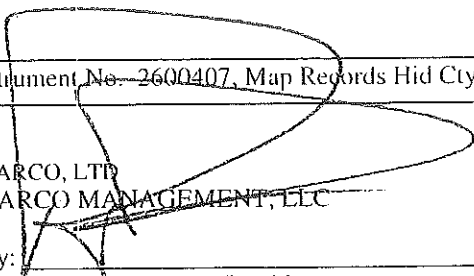
1. Date: May 1, 2018
2. Grantor: GARCO, LTD
3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539
4. Grantee: DUSTIN JACOB PEDRAZA AND MARICELA MARIA BARBA
5. Grantee's Mailing Address: P.O. Box 774, La Villa, Hidalgo County, Texas 78562
6. Consideration: Ten and No/100THS (\$10.00) Dollars and other good and valuable consideration, 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 sum of ~~FORTY-FIVE THOUSAND NINE HUNDRED AND NO/100THS DOLLARS~~ (\$45,900.00) payable to the order of Grantor 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 to Alan D. Monroe, Trustee.
7. Property: Lot Three Hundred Fifteen (315) , La Villita Ranches Subdivision, Phase I, Hidalgo County, Texas, as per map or plat thereof recorded under Instrument No. 2600407, Map Records of Hidalgo County, Texas.
8. Reservations From Conveyance: Grantor reserves unto Grantor and Grantor's heirs, successors, and assigns forever:
  - A. All oil, gas, and other minerals and the underground water estate, in and under and that may be produced from the Property. If the mineral and/or water estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it. Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral and/or water estate owned by Grantor. Nothing herein, however, restricts or prohibits the pooling or unitization of the portion of the mineral and/or water estate owned by Grantor with land other than the Property; or the exploration or production of the oil, gas, and other minerals and/or water by means of wells that are drilled or mines that open on land other than the Property but enter or bottom under the Property, provided that these operations do not materially interfere with the surface or subsurface support of any improvements constructed or to be constructed on the Property.
9. Exceptions From Conveyance and Warranty: This conveyance is subject to the following but only to the extent that same are valid and subsisting and affect the Property, to-wit:
  - A. Standby fees and the taxes for the year 2018 and subsequent years due to change in land usage or ownership;
  - B. All rights, restrictions, reservations, severances, covenants, conditions, easements [including utility and right-of-way easements, if any, whether of record or not]; prior conveyances and/or severance of oil, gas and/or other minerals and/or water rights and any existing leases of oil, gas and other minerals and/or water rights; the rights of adjoining owners in any walls and fences situated on a common boundary;
  - C. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments or protrusions or any overlapping of improvements;

- D. All water, sewer and utility lines, whether established by written easements or existing on the ground servicing this Property and/or adjacent properties;
  - E. All matters which would be revealed by a physical inspection and/or by an on-the-ground A-1 survey of the Property;
  - F. All zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, and the pertinent water district;
  - G. Any portion of the land within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto;
  - H. Any portion of the land described herein lying within canal right of way;
  - I. Easements and reservations as may appear upon the recorded map and dedication of said subdivision;
  - J. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land;
  - K. Restrictive covenants described on Exhibit "A", attached hereto and made a part hereof for all purposes; and
  - L. The present physical condition of the Property as more fully described on Exhibit "B", attached hereto and made a part hereof for all purposes.
  - M. Anything an on-the-ground A-1 survey would reveal.
  - N. Save and Except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals in, on, under or that may be produced from the above described property, including but not limited to groundwater rights.
  - O. **Right of First Refusal.** If Grantee desires to sell or otherwise transfer any interest in the property herein described, Grantor shall have the right of first refusal to meet any bona fide offer of sale on the same terms and conditions of such offer. Upon Grantor's failure to meet such offer in writing within 30 days after written notice thereof from Grantor to Grantee, Grantee may sell the property to the third party in accordance with his offer.
  - P. Grantee is aware that the following is not allowed: junkyards, trash/debris and/or bars upon the property.
10. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.
11. Prior Liens: Deed of Trust recorded under Document No. 2631591, Official Records, Hidalgo County, Texas
12. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):
13. Special Warranty of Title: 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.
14. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
15. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**
16. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.

RE: Lot 315, La Villita Ranches Subdivision, recorded under Instrument No. 2600407, Map Records Hid Cty Tx

17. Signature:

GARCO, LTD  
GARCO MANAGEMENT, LLC

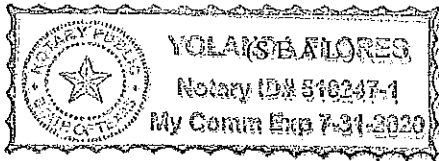
By:   
Richard A. Garza, President


The State of Texas

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 1st day of May 2018, by Richard A. Garza, President of GARCO MANAGEMENT, LLC, as General Partner of Garco Ltd., a Texas Limited Partnership.



  
Notary Public, State of Texas  
My Commission Expires: 7-31-2020

After Recording Return To:

GARCO, LTD

3910 W. Freddy Gonzalez  
Edinburg, Texas 78539

EXHIBIT "A"  
LA VILLITA RANCHES

Standby fees, taxes and assessments by any taxing authority for the year 2016 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year.

Mineral and/or royalty grant and/or reservation in instrument dated February 1, 1937, recorded in Volume 423, Page 388, Deed Records and dated January 1, 2014, recorded under Clerk's File No. 2549536, Official Records, Hidalgo County, Texas.

Reservation of water rights and/or other rights if any, as set forth in Deed dated January 1, 2014, recorded under Clerk's File No. 2549536, Official Records, Hidalgo County, Texas.

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 whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

Right of way Easement dated March 10, 2003, recorded under Clerk's File No. 1175882, Official Records, Hidalgo County, Texas.

Right of way Easement dated December 30, 2009, recorded under Clerk's File No. 2064301, Official Records, Hidalgo County, Texas.

Right of way Easement dated October 10, 2014, recorded under Clerk's File No. 2554928, Official Records, Hidalgo County, Texas.

Water Service Agreement dated November 6, 2014, recorded under Clerk's File No. 2562365, Official Records, Hidalgo County, Texas.

Easements, rules, regulations and rights in favor of HIDALGO AND CAMERON COUNTIES IRRIGATION DISTRICT NO. 9.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

EXHIBIT "B"

As a material part of the consideration, Grantor (Seller) and Grantees (Buyer) agree that:

- A. Grantee is accepting the Property "AS IS", "WHERE IS" AND "WITH ALL FAULTS". IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY, (except those set out in the warranty of title) INCLUDING, BUT NOT LIMITED TO: ZONING AND TAX CONSEQUENCES; PHYSICAL OR ENVIRONMENTAL CONDITIONS; AVAILABILITY OF ACCESS, INGRESS OR EGRESS; OPERATING HISTORY OR PROJECTIONS; VALUATION; GOVERNMENTAL APPROVALS, GOVERNMENTAL LAW AND/OR SUBDIVISION REGULATIONS; THINGS RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION:
- 1) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY;
  - 2) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY;
  - 3) THE MANNER, QUALITY, AND/OR STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; and
  - 4) THE PERFORMANCE OF THE WORK BY CONTRACTORS AND CONSULTANTS - ACCEPTED BY GRANTEE SOLELY BASED UPON GRANTEE'S INSPECTION, TESTING AND/OR SOLE JUDGMENT AFTER GRANTEE HAS BEEN AFFORDED THE OPPORTUNITY TO INSPECT AND TEST THE WORK AND THE PROPERTY FOR WHATEVER PURPOSE DEEMED NECESSARY OR APPROPRIATE BY GRANTEE AND GRANTEE HAS SATISFIED ITSELF IN REFERENCE TO SAME.
- B. GRANTEE HAS NOT RELIED UPON, EITHER DIRECTLY OR INDIRECTLY, ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR;  
GRANTEE REPRESENTS THAT:
- 1) GRANTEE IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE;
  - 2) GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN EXPERTISE AND INSPECTIONS IN PURCHASING THE PROPERTY;
  - 3) GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND RELIES SOLELY ON SAME;
- C. THERE ARE NOT ANY ORAL AGREEMENTS, WARRANTIES AND/OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY;
- D. THE TERMS AND CONDITIONS OF THIS SECTION WILL EXPRESSLY SURVIVE THE CLOSING, NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND WILL BE INCORPORATED INTO THE DEED;
- E. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON;
- F. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.
- G. Further, Grantee hereby releases Grantor from any and all past, present or future claims or causes of action whatsoever arising out of or related to any environmental condition on the property, including but not limited to asbestos, even if such claims or causes of action arise from or are attributed to strict liability or the sole or concurrent negligence of Grantor, its agents, or representatives.



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
1304 South 25th Street Edinburg, Texas 78542 Ph: 956-318-2840 Fax: 956-318-2844	1902 Joe Stephens Ave. Weslaco, Texas 78596 Ph: 956-968-4734 Fax: 956-973-7850	2401 N. Moorefield Rd. Mission, Texas 78572 Ph: 956-205-7045 Fax: 956-205-7049

Permit No.: Permit 1-688  
Receipt No.: 002755  
L2105-01-000-0315-00

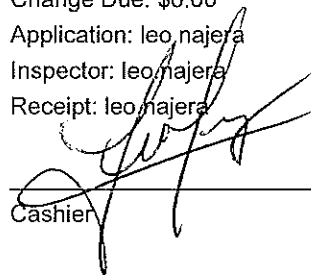
PEDRAZA DUSTIN J. & BARBA MARICELA M  
PO BOX 774  
LA VILLA, TX 78562  
(956) 246-5037  
(956) 246-5037

- [1] Contractor: SELF
- [2] Water System: City of La Villa
- [3] Class of Work: 20 Mobile Homes
- [4] Size of Structure: 256Sq.Ft.
- [5] Legal Description: LA VILLITA RANCHES PH 1 LOT 315
- [6] Location: mile 17 & mile 2
- [7] Sewage: City of Donna
- [8] Construction Type: Metal
- [9] Est. Cost of Construction: \$8000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340325D  
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 1-688  
Price: \$30.00

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

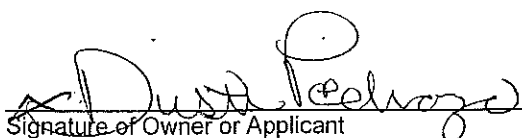
Method of Payment: Cash  
Check/M.O.#:  
Payment: \$30.00  
Change Due: \$0.00  
Application: leo.najera  
Inspector: leo.najera  
Receipt: leo.najera

  
Cashier

5/11/18  
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

05/11/2018  
Date