

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Jorge E. Chavez Garcia	4-815
	COMM. COURT: AUGUST 21, 2018	



# 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: 4-815

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

Upon the application of:

Name: Jorge E Chavez Garcia

Address: 1108 N Tower  
Edinburg, TX

Phone: (956) 438 4475

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
Inspection/Permit No:	<u>/</u>	<u>existing</u>
Date Approved:	<u>1 / 1</u>	<u>08/09/18</u>

Water Supplier: North Alamo Water

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

Account/ESI No.: 333381-001  
 Temporary Pole  Permanent Service

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

Alamo Land and Sugar Company Lot 14, Block 65  
(0.23AC)

[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

[Signature]  
Hidalgo County Judge

                      
Date

ATTEST:

                      
Hidalgo County Clerk

                      
Date



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T.J. Arredondo, CFM  
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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

Jorge Eduardo Chavez Garcia

Known to me [or proved to me in the oath of HKTD # or through Mexican Voter Reg. & ID description of federal or state government ID card with photograph and signature], who swore on oath that the following two statements are true: CHGRJR 801203264800

1. "I am requesting utility service to the following described land:

Mamoland & Sugar Co. lot #14 Block #65 (0.73AC) #65

[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]

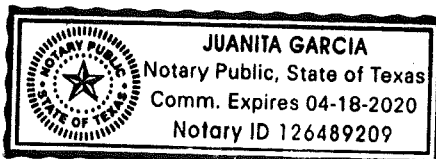
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

Jorge Eduardo Chavez Garcia (Signature)

SUBSCRIBED AND SWORN TO before me on August 9<sup>th</sup>, 2018, 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**

**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:** NOVEMBER 2, 2016

**Grantor:** E.E.A.C., INC., A TEXAS CORPORATION

**Grantor's Mailing Address (including county):**

P.O. BOX 5454  
MCALLEN, TEXAS 78502  
HIDALGO COUNTY

**Grantee:** JORGE EDUARDO CHAVEZ GARCIA  
NANCY GABRIELA LUNA ALEJOS

**Grantee's Mailing Address (including County):**

414 MINNESOTA RD.  
ALAMO, TX 78516  
HIDALGO COUNTY

**Consideration:** TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of \$49,000.00 and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

**Property (including any improvements):**

0.73 ACRES, MORE OR LESS, OUT OF LOT 14, BLOCK 65, ALAMO LAND AND SUGAR COMPANY SUBDIVISION, HIDALGO COUNTY, TEXAS, DESCRIBED IN DEED DATED MAY 14, 2012 FROM ODILIA CASAS TO ELISA OLIVARES, RECORDED IN CLERK'S FILE NO. 2310566, OFFICIAL RECORDS OF HIDALGO COUNTY, TEXAS.

**Reservations From and Exceptions to Conveyance and Warranty:**

**SAVE AND EXCEPT** all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest 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 interest and payable under the lease;

**SUBJECT TO** Declaration of Restrictive Covenants, if any, recorded in the Official Records of Hidalgo County, Texas, and all subsequent Amendments of declaration of restrictive covenants recorded in the Official Records of Hidalgo County, Texas;

**SUBJECT TO** visible and apparent easements on or across the subject property;

**SUBJECT TO** minimum floor elevations, minimum building setback lines, utility easements, and other requirements shown on the map of said subdivision if available;

**SUBJECT TO** all recorded restrictions, reservations, covenants, conditions, oil, gas and mineral leases, mineral severances and other instruments, other than liens and conveyances, that affect the property;

**SUBJECT TO** Easements, right-of-way, and prescriptive rights, whether of record or not;

**SUBJECT TO** taxes for the current year and all subsequent years, payment of which are expressly assumed by the Grantee herein.

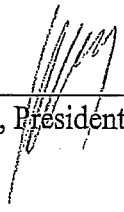
Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold 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 conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

Grantor has executed and delivered this Deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this Deed and has purchased 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 limitations, 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 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 Purchase 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.

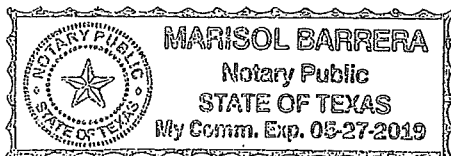
E.E.A.C., INC., A TEXAS CORPORATION

BY:   
Elias Woloski, President

**ACKNOWLEDGMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 2, 2016 by Elias Woloski, President of E.E.A.C., INC., A TEXAS CORPORATION, on behalf of said Texas Corporation.



Marisol Barrera  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

PUEBLO DE PALMAS, INC.  
P.O. BOX 1000  
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

JORGE EDUARDO CHAVEZ GARCIA  
NANCY GABRIELA LUNA ALEJOS  
414 MINNESOTA RD.  
ALAMO, TX 78516

106770

**WARRANTY DEED WITH VENDOR'S LIEN**

Date: May 11, 1995

DOC# 454075

Grantor: ANASTACIA HINOJOSA, a widow

Grantor's Mailing Address (including county):

Grantee: ARTURO HINOJOSA and wife, AMALIA HINOJOSA

Grantee's Mailing Address (including county): Rt. 10, Box 526  
Edinburg, Texas 78539  
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of FIVE THOUSAND AND NO/100THS DOLLARS (\$5,000.00) payable to the order of FIRST NATIONAL BANK IN EDINBURG 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 ROBERT GANDY, III, Trustee.

Property (including any improvements):

A tract of land out of Lot Fourteen (14), Block Sixty-five (65), Alamo Land & Sugar Company's Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 1, Pages 24-26, Map Records, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a point, which point is 30 feet East and 416 feet North of the Southwest corner of Lot 14, Block 65, Alamo Land and Sugar Company Subdivision, Hidalgo County, Texas, for the Southwest corner of this tract;

THENCE, North and parallel to the West line, 95 feet to a point for the Northwest corner of this tract;

THENCE, East and parallel with the South line of said Lot, 336 feet to the center of a ditch for the Northeast corner of this tract;

THENCE, South and parallel to the West line along said ditch, 95 feet to a point for the Southeast corner of this tract;

THENCE, West and parallel to the South line of said tract, 336 feet to the POINT OF BEGINNING, the Southwest corner of this tract.

Reservations from and Exceptions to Conveyance and Warranty:

All the oil, gas and other minerals, in, under or that may be produced from the subject property are excepted herefrom in instrument dated October 26, 1955, recorded in Volume 854, Page 156, and dated March 30, 1981, recorded in Volume 1723, Page 264, Deed Records, Hidalgo County, Texas.

Easement as set forth in instrument recorded in Volume 1723, Page 264, Deed Records, Hidalgo County, Texas.

Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

Subject to any portion of subject property described herein lying within canal right of way.

Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 2.

Easements and reservations as may appear upon the recorded map and dedication of said subdivision.

Taxes for the year 1995 and subsequent years.

Grantor, for valuable consideration, the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty contained in this instrument, 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 to hold the Property to Grantee, Grantee's heirs, executors, administrators, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof forever, except as to the reservations from, and exceptions to conveyance and warranty herein contained.

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.

FIRST NATIONAL BANK IN EDINBURG, 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 the superior title to the Property are retained for the benefit of FIRST NATIONAL BANK IN EDINBURG and are transferred to FIRST NATIONAL BANK IN EDINBURG without recourse on Grantor.

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

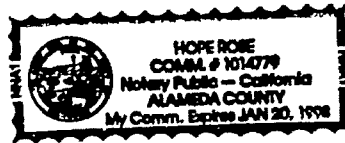
Anastacia Hinojosa  
ANASTACIA HINOJOSA

(Acknowledgment)

State of ~~Texas~~ California  
County of ~~Texas~~ Alameda

This instrument was acknowledged before me on the 15th of May,  
1995, by ANASTACIA HINOJOSA.

Hope Rose  
Notary Public, State of ~~Texas~~



AFTER RECORDING RETURN TO:

ARTURO HINOJOSA  
Rt. 10, Box 526  
Edinburg, Texas 78539

PREPARED BY:

Suzanne R. Scott  
Attorney At Law  
208 West Cano  
Edinburg, Texas 78539

File/GF Number: 106770  
DK:ncl

FILED FOR RECORD  
DOC# 454075 \$13  
05-24-1995 08:12:50  
JOSE ELOY PULIDO  
HIDALGO COUNTY



Chapter 232, Texas Local Government Code  
COUNTY OF HIDALGO  
PLANNING DEPARTMENT

6/8/2018 12:10:49 PM

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Fax: 956-318-2844	Fax: 956-973-7850	Fax: 956-205-7049

Permit No.: Permit 4-815  
Receipt No.: 003159  
A1800-00-065-0014-05

- GARCIA JORGE E CHAVEZ & NANCY G LUNA ALEJOS  
414 MINNESOTA RD  
ALAMO, TX 78516  
(956) 438-4475  
(956) 438-4475
- [1] Contractor: SELF  
[2] Water System: North Alamo WSC  
[3] Class of Work: 25 Residential, new, Single Family Dwelling  
[4] Size of Structure: 540Sq.Ft.  
[5] Legal Description: ALAMO LAND & SUGAR CO N95'-S606'-  
W366' LOT 14 BLK 65 0.80A GR 0.73 AC NET  
[6] Location: TOWER RD & CURVE  
[7] Sewage: N/A  
[8] Construction Type: Wood  
[9] Est. Cost of Construction: \$3000  
[10] Flood Zone: Zone B

Community Panel Number: 4803340425C  
Precinct: 4  
Certification of Elevation Required: No  
Setbacks: Front 50', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: **MUST COMPLY WITH ALL COUNTY  
SETBACKS AND REGULATIONS**  
Description: Permit 4-815  
Price: \$30.00  
**Total Amount.....\$30.00**  
Method of Payment: Cash  
Check/M.O.#:  
Payment: \$50  
Change Due: \$20.00  
Application: alex.antons  
Inspector: aaron.hernandez  
Receipt: maria.cerda

  
Cashier

06/08/18  
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.

Nancy Luna  
Signature of Owner or Applicant

05/08/18  
Date