

| PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY |                                |                 |
|--|--------------------------------|-----------------|
|  | APPLICANT                      | APPLICATION NO. |
| 1.   | CAROLINA GARCIA                | 4-1084          |
|  | COMM. COURT: SEPTEMBER 4, 2018 |                 |



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 06-03-15

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: 4-1084

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

Upon the application of:

Name: Carolina Garcia

Address: Broshline Rd.  
Mile 19 22120  
Edinburg 78542

Phone: 956 6929-1104

| Approved by<br>Environmental Health: | Temporary Service    | Final Service        |
|--------------------------------------|----------------------|----------------------|
|                                      | _____                | _____                |
|                                      | Authorized Signature | Authorized Signature |
| Inspection/Permit No:                | _____                | _____                |
| Date Approved:                       | / /                  | / /                  |

Water Supplier: N/A

Utility Provider:  M.V.E.C.      AEP

Account/ESI No.: 334077-001  
 Temporary Pole      Permanent Service

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

The north three (N3) ac of the west half (W 1/2) of the  
South 24.380 ac of lot 10 Block 91 MO-TEX Subdivision

[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



**PLANNING DEPARTMENT**  
**County of Hidalgo**

Rev. 06-03-15

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

**T.J. Arredondo, CFM**  
Director of Planning

Precinct 1 2 3 4

Application No: 4-1084

**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

Carolina Garcia

Known to me [or proved to me in the oath of #46945056 or through Tx. Driver License (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:

MO-TEX LOT 16-N3AC/W1/2/S.24.38 AC BLK 91"

[Insert the <sup>Physical</sup> 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."

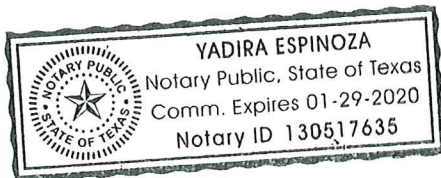
-OR-

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."

Carolina Garcia (Signature)

SUBSCRIBED AND SWORN TO before me on August 29, 2018, to certify which, witnesses my hand and seal of office.

NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



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: July 31, 2012
2. Grantor: EFRAIN RODRIGUEZ AND MARGARET RODRIGUEZ
3. Grantor's Mailing Address: 1504 S. 9<sup>th</sup> Avenue, Edinburg, Hidalgo County, Texas 78539
4. Grantee: JUAN G. GARCIA AND CAROLINA GARCIA
5. Grantee's Mailing Address: 705 Gabriela Avenue, Pharr, Hidalgo County, Texas 78577
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 FIFTY FOUR THOUSAND NINE HUNDRED AND NO/100THS DOLLAR (\$54,900.00) 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: The North Three (N 3) Acres of the West Half (W ½) of the South 24.380 acres of Lot Sixteen (16) , Block Ninety-one (91), Las Mestenas Ranch Missouri-Texas Land and Irrigation Company's Subdivision of lands in Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2395, Pages 971, Map Records of Hidalgo County, Texas;
8. Reservations from Conveyance: Grantor reserves unto Grantor and Grantor's heirs, successors and/or assigns forever:
  - A. All water in and under and that may be produced from the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license, and all benefits from it.
  - B. All right, title and interests of the minerals and mineral estate owned by Grantor, including, but not limited to all executory rights, all oil, gas, sulphur and all other hydrocarbon substances, whether liquid, gaseous or solid, all fissionable minerals and materials, including, but not limited to, uranium, thorium, vanadium, molybdenum, rhenium, and all coal, lignite and other minerals and ores, whether known or unknown, and irrespective of the depth at which same may be found, and further, **without limitation** by the foregoing enumeration, **all other minerals and ores** of every kind and character, whether similar or dissimilar, **including** all minerals which may be produced or recovered by wells, bores, shafts, tunnels, open pits, strip or surface mines, or by any other methods, **even through such production may damage or destroy the surface estate, together with the rights of ingress and egress in, on, over and upon said Property for the purpose of exploring, producing, mining, saving, storing, treating and marketing said minerals.**
  - C. All rights to underground high temperature waters and other underground substances providing heat sources such as may now or hereafter be suitable for use in producing geothermal energy.
  - D. If the mineral estate and/or underground water estate, is subject to existing production or existing leases, this reservation includes the production, the leases, and all benefits from them. Grantor and Grantee agree that any lease of any of the oil, gas and other minerals herein retained shall expressly provide the lessee thereof shall pay and full and adequate compensation for all use by such lessee of the surface of the leased premises and for all damages caused by or resulting from the exploration for and production of such minerals. The provisions of the preceding sentence shall constitute covenants

running with the minerals hereby retained, and shall be binding upon the heirs, successors and assigns of the parties hereto.

9. Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the Property, to-wit:
  - a) All prior reservations of whatever nature, including, but not limited to prior reservations of oil, gas and other minerals in, on or under the land herein conveyed; all prior easements of record and visible easements; all prior leases of whatsoever nature; all rights of parties in possession; all prior liens; all covenants affecting any and all of said property; any discrepancies, conflicts or shortages in boundary lines, any encroachments or any overlapping of improvements; and all taxes for the current year and subsequent years, including, but not limited to, roll-back taxes, which are the responsibility of Grantee.
  - b) Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District.
  - c) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
  - d) Easements or claims of easements that are not recorded in the public records.
  - e) Any encroachment, encumbrance, violations, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
  - f) Standby fees and taxes for the year 2012 and subsequent years.
10. Condition of the Property: This Property is sold in its present physical "As Is" condition as set out in Exhibit "A" hereto attached and made a part hereof for all purposes.
11. Prior Liens: None.
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.
17. Damages to the Surface Estate: By accepting this Deed, Grantee agrees that:
  - A. The mineral estate may disturb, invade, trespass and/or use (by any other terminology) the surface estate as may be necessary for the development of the mineral estate.
  - B. Grantee releases Grantor and Grantor's successor, heir and assigns [owners of the mineral estate] from any damages and/or claims of damages and/or compensation relating to such use, invasion, disturbance, and/or trespass (by any other terminology) by the mineral estate.
  - C. Grantee will only seek damages and/or compensation from the Lessee of the mineral estate as to any such use, invasion and/or trespass and will defend and indemnify Grantor as to such damages and/or compensation.
  - D. This provision applies to Grantee and Grantee's heirs, successors and/or assigns.

18. Signature:

*Efrain Rodriguez*  
EFRAIN RODRIGUEZ

*Margaret Rodriguez*  
MARGARET RODRIGUEZ

(Acknowledgment)

County of Hidalgo

This instrument was acknowledged before me on the 2<sup>nd</sup> day of Aug, 2012, by EFRAIN RODRIGUEZ AND MARGARET RODRIGUEZ.

*Yolanda Flores*  
Notary Public, State of Texas  
My Commission Expires: 7-31-2016

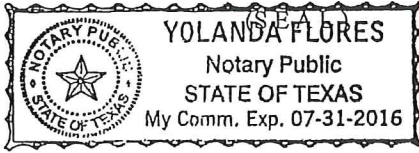


Exhibit "A"

Grantee is accepting the property "As is", "where is" and "With all faults" and without any representation and/or warranty by Seller of any kind or character, express 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; Governmental approvals, governmental law and/or regulations; Things relating to or affecting the property, including, without limitation: (1) the value, condition, merchantability, marketability, profitability, habitability, 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.

After Recording Return To:

Efrain Rodriguez  
1504 S. 9th Avenue  
Edinburg, Texas 78539

Ad  
SW

CASH WARRANTY DEED

THE STATE OF TEXAS :  
COUNTY OF HIDALGO : KNOW ALL MEN BY THESE PRESENTS:

That REBECCA FARMS, INC., of the County of Hidalgo, State of Texas for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to the undersigned paid by EFRAIN RODRIGUEZ and MARGARET RODRIGUEZ, Grantees herein named, the receipt and sufficiency of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto EFRAIN RODRIGUEZ and MARGARET RODRIGUEZ, whose address is 1509 South 9th, Edinburg, Texas 78539, of the County of Hidalgo, State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

The North Three (N 3) acres of the West half (W 1/2) of the South 24.380 acres of Lot Sixteen (16), Block Ninety-one (91), Las Mestenas Ranch (Missouri-Texas Land and Irrigation Company's Subdivision of lands in Hidalgo County, Texas; SAVE AND EXCEPT all of the oil, gas and other minerals in and under said land.

This conveyance is made SUBJECT TO the following:

1. Easements, rules, regulations, rights and liens in favor of Delta Lake Irrigation District.
2. Oil, Gas and Mineral Leases of record.
3. Right-of-Way Easement in favor of North Alamo Water Supply Corporation dated November 21, 1985, recorded in Volume 2217, Page 62 of the Official Records, Hidalgo County, Texas.
4. Easements for Right-of-Way granted to Texas Eastern Transmission Corporation as set forth in instruments recorded in Volume 870, Page 447, and in Volume 903, Page 287, Deed Records, Hidalgo County, Texas.
5. Easements for Right-of-Way granted to Willacy County Water Control & Improvement District No. 1 as set forth in instrument recorded in Volume 463, Page 135, Deed Records, Hidalgo County, Texas.
6. Taxes for the year 1984, and subsequent years.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their heirs and assigns forever; and Grantor does hereby bind itself, its successors and administrators, to WARRANT AND FOREVER DEFEND all

and singular the said premises unto the said Grantees, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND, at Edinburg, Texas, on this the 16th day of October, A. D. 1986.

REBECCA FARMS, INC.

ATTEST:

Frank W. Terry  
Frank W. Terry, Secretary

BY: Rebecca N. Terry  
Rebecca N. Terry, President

THE STATE OF TEXAS :

COUNTY OF HIDALGO :

THIS instrument was acknowledged before me on the 21<sup>st</sup> day of January, A. D. 1986 by REBECCA N. TERRY, President of Rebecca Farms, Inc., as the act of deed of said Corporation, and in the capacity therein stated.

Jennie H. Gonzalez  
Notary Public, Hidalgo County,  
T E X A S

Notary's Printed Name:  
Jennie H. Gonzalez  
My commission expires: 6-14-90

3090

FILED FOR RECORD  
BY JAN 26 AM 11 04

WITNESSES

REBECCA FARMS, INC.

TO

ERRAIN RODRIGUEZ, ET UX

CASH WARRANTY DEED

RETURN TO:

*Cheryl*

B. R. STEWART  
P. O. Box 330  
Edinburg, Texas 78540



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

|                        |                           |                           |
|------------------------|---------------------------|---------------------------|
| Main Office            | Precinct No. 1 Substation | Precinct No. 3 Substation |
| 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 4-1084  
Receipt No.: 004099  
M5500-00-091-0016-00

GARCIA JUAN G & CAROLINA  
705 GABRIELLA AVE  
PHARR, TX 78577  
(956) 605-8347  
(956) 605-8347

Community Panel Number: 4803340325D  
Precinct: 4  
Certification of Elevation Required: No  
Setbacks: Front 50', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: APPLICANT MUST COMPLY WITH ALL  
HCPD SET BACKS AND REGULATIONS.

Description: Permit 4-1084  
Price: \$30.00

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

Method of Payment: Check

Check/M.O.#: 303

Payment: \$30

Change Due: \$0.00

Application: alex.antons

Inspector: guillermo.rodriguez

Receipt: maria.cerda

Cashier

08/23/18  
Date

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 742Sq.Ft.
- [5] Legal Description: MO-TEX LOT 16-N3AC/W1/2/S24.38AC BLK  
91 3.00 AC NET
- [6] Location: BRUSHLINE RD. & MILE 19
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$6000
- [10] Flood Zone: Zone X

[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.

*Casaline Garcia*  
Signature of Owner or Applicant

8-23-18  
Date