

PLANNING DEPT. PCT 1 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	JAIME VENTURA	1-11081
	COMM. COURT: NOVEMBER 6, 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: 1-11081

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

Upon the application of:

Name: Jaime Ventura

Address: 8013 Dallas St  
Edcouch Tx  
78538

Phone: 956-272-2318  
#435-695-3851

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service Authorized Signature
		<u>[Signature]</u>
Inspection/Permit No:		<u>10/24/18 Existing</u>
Date Approved:	<u>/ /</u>	<u>10/24/18</u>

Water Supplier: NALWS

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

Account/ESI No.: NA  
 Temporary Pole  Permanent Service

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

Bar #3 Lot 3 BIK 1

[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

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T.J. Arredondo, CFM  
Director of Planning

Precinct 1 2 3 4

Application No: 1-11081

### 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

Jaime Ventura

Known to me [or proved to me in the oath of DC# 144 88312 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:

Bar # 3 Lot 3 Blk 1."

[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]

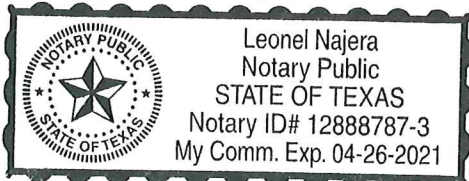
~~3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."~~

-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."

Jaime Ventura (Signature)

SUBSCRIBED AND SWORN TO before me on Oct 24<sup>th</sup>, 2018, to certify which, witnesses my hand and seal of office.



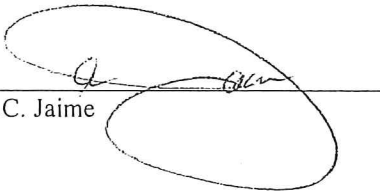
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.**

Special Warranty Deed **Vendor's Lien**

1. Date: May 1, 2012
2. Grantor: A.C. Jaime, not joined herein by my wife as this Property does not constitute any part of our homestead.
3. Grantor's Mailing Address: 621 N. 10<sup>th</sup> Street, Ste. C, McAllen, Hidalgo County, Texas 78501
4. Grantee: Jaime Ventura
5. Grantee's Mailing Address: 8013 Dallas Street, Edcouch, Hidalgo County, Texas 78538
6. Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, including Grantee's Real Estate Lien Note of even date herewith in favor of Grantor in the original principal amount of Eighteen Thousand Nine Hundred and No/100ths Dollars (\$18,900.00), which Grantee agrees to pay according to the Note's terms. The Note is secured by an express vendor's lien and superior title herein retained and additionally secured by a Deed of Trust of even date, from Grantee to David Crook, trustee, recorded in the Official Records of Hidalgo County, Texas.
7. Property: All of Lot Three (3), Block One (1), Bar Subdivision Unit No. 3, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 22, Page 148, Map Records of Hidalgo County, Texas.
8. Reservations From and Exceptions to Conveyance and Warranty: The Property is conveyed to Grantee subject to the following but only to the extent that same exist and affect the Property, to-wit:
  - A. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;
  - B. Standby fees, taxes and assessments by any taxing authority for the year 2012 and subsequent years;
  - C. All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s), dated December 16, 1959, recorded in Volume 242, Page 203, Oil and Gas Records, dated January 27, 1947, recorded in Volume 611, Page 406, Deed Records, Hidalgo County, Texas and dated March 8, 1984, recorded in Volume 1952, Page 132, Official Records, Hidalgo County, Texas;
  - D. Oil, Gas and Mineral leases dated December 11, 1959, recorded in Volume 248, Page 616, in Volume 248, Page 618 and in Volume 248, Page 620, Oil and Gas Records, Hidalgo County, Texas;
  - E. Easements, rules, regulations and rights in favor of Delta Lake Irrigation District;
  - F. 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; and
  - G. The physical "as-is" condition of the Property, attached hereto as **Exhibit "A"**.

- 9. Granting Clause: 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.
- 10. Special Warranty of Title: Grantor hereby 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, by through and under me, but not otherwise.
- 11. Vendor's Lien: The vendor's lien against and superior title to the Property are hereby retained by Grantor until the Note herein above described is fully paid according to its terms, at which time this deed will become absolute.
- 12. Miscellaneous. When the context requires, the singular shall become plural.
- 13. Signature:

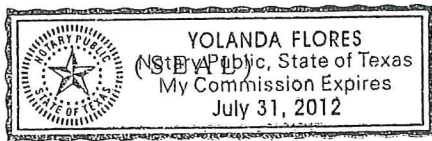
  
 \_\_\_\_\_  
 A.C. Jaime

The State of Texas    }

(Jurat and Acknowledgment)

County of Hidalgo    }

Sworn, subscribed to and acknowledged before me on this 10<sup>th</sup> day of May, 2012, by A.C. Jaime.



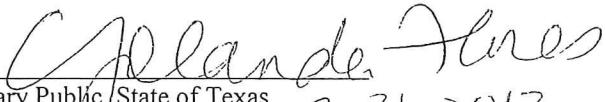
  
 \_\_\_\_\_  
 Notary Public, State of Texas  
 My Commission Expires: 7-31-2012

Exhibit "A"

- A. Grantee is accepting the Property "AS IS", "WHERE IS" AND "WITH ALL FAULTS", including latent defects, such as buried pipes and pipelines.
- B. GRANTEE AGREES THAT GRANTOR IS NOT MAKING AND HAS NOT MADE (AND SPECIFICALLY DISCLAIMS) ANY WARRANTIES OR REPRESENTATIONS 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:
1. ZONING AND TAX CONSEQUENCES;
  2. PHYSICAL OR ENVIRONMENTAL CONDITIONS;
  3. AVAILABILITY OF ACCESS, INGRESS OR EGRESS; OPERATING HISTORY OR PROJECTIONS;
  4. GOVERNMENTAL APPROVALS, GOVERNMENTAL LAW AND/OR REGULATIONS;
  5. THINGS RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION:
    - a. THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, HABITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY;
    - b. THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY;
    - c. THE MANNER, QUALITY, AND/OR STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; and
    - d. THE PERFORMANCE OF THE WORK BY CONTRACTORS AND CONSULTANTS.
- C. GRANTEE AGREES THAT:
1. 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;
  2. 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;
  3. 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;
  4. THE PROVISIONS OF THIS EXHIBIT "A" ARE/WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE OF THE PROPERTY.
- D. GRANTEE REPRESENTS THAT:
1. GRANTEE HAS NOT RELIED UPON, EITHER DIRECTLY OR INDIRECTLY, ON ANY REPRESENTATION OR WARRANTY OF GRANTOR OR ANY AGENT OF GRANTOR;
  2. IS A KNOWLEDGEABLE PURCHASER OF REAL ESTATE;
  3. IS RELYING SOLELY ON GRANTEE'S OWN EXPERTISE AND INSPECTIONS IN PURCHASING THE PROPERTY;
  4. 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.
- E. 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.

After Recording Return To:  
Mr. Martin Ventura  
8013 Dallas Street  
Edcouch, Texas 78538

# Chapter 232 Texas LGC Application

APPLICATION NO:

1-11081

Apr. 3, 2014

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596  
TEL 968-4724 FAX 447-8612

B1580-03-001-0003-00

[ 1 ] OWNER: VENTURA, JAIME

[ 7 ] LEGAL DESC./NAME OF SUBDIVISION  
BAR #3 LOT 3 BLK 1

P.O BOX 291  
EDCOUCH TX 78538-0882

Telephone No. 272-2318

LOCATION: 0 MILE 4 & MONTE CRISTO

[ 2 ] CONTRACTOR: SELF

[ 8 ] SEWAGE: INSTA

[ 3 ] WATER SYSTEM: N AL

[ 9 ] CONSTRUCTION TYPE: WOOD

[ 4 ] PURPOSE OF APPLICATION: MOVED BUILDING  
29-RESIDENTIAL MOVE-IN/RELO.BUILD

[10] EST. COST OF CONST.: \$7,000

[ 5 ] SIZE OF STRUCTURE: 660 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA:  YES  
 NO

[ 6 ] USE OF BUILDING: RES. ZONE X-29

**Special Conditions: No construction allowed over any easements.**

MUST COMPLY W/ALL COUNTY SETBACKS & REG.  
FRONT 25' REAR 15' SIDES 6' FINISH FLOOR ELEV.  
18" ABOVE CENTERLINE OF STREET

**FOR COUNTY USE ONLY  
APPLICATION FEES**

OTHER \_\_\_\_\_  
TOTAL AMOUNT . . . . . **\$30.00**

Light [X] Water [X]

Flood Zone: NO  
Panel No. /Suffix: 0550C Pct: 1

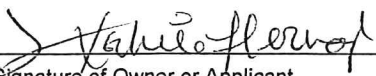
Community No.: 480334

Certification of Elevation  
Required:  YES  NO  BFE

- A. Setbacks front, side & rear shall be in any deed restrictions.
- B. No more than one single family residence per lot.
- C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
- D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
- E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

  
Prepared by \_\_\_\_\_ Date 4/3/14

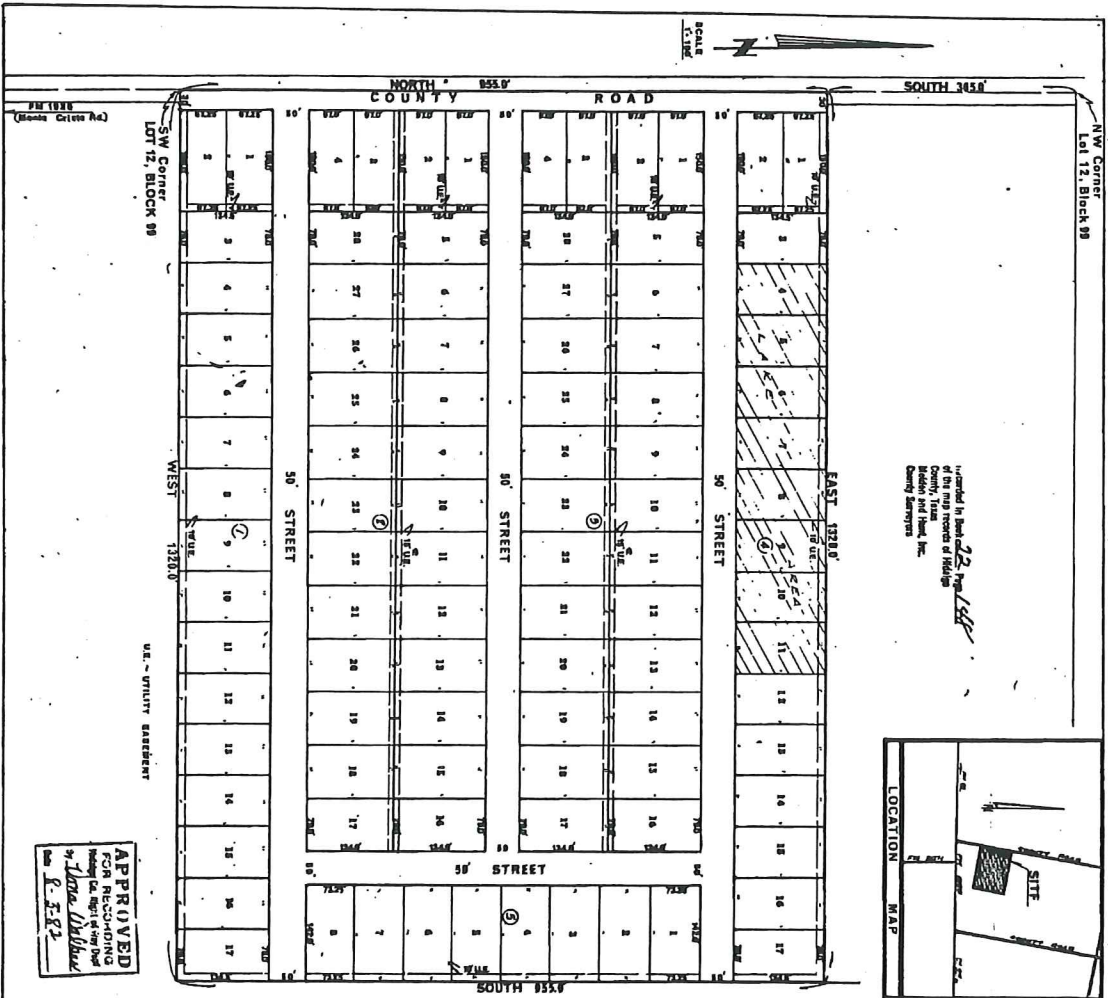
Jonathan Isidro  
Approved by \_\_\_\_\_ Date 03/31/14

  
Signature of Owner or Applicant \_\_\_\_\_ Date 4/3/14

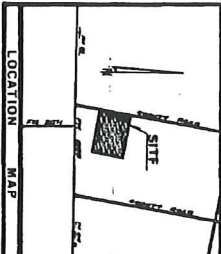
**[ NOTICE ]**

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID 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 ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE 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 OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.



Recorded in Book 22, Page 158  
 County of Hidalgo  
 State of Texas  
 Helder and Hank, Inc.  
 County Surveyors



# BAR SUBDIVISION UNIT NO. 3

27555  
 HIDALGO COUNTY, TEXAS  
 BEING A SUBDIVISION CONTAINING 28.94 ACRES OUT OF LOT 12, BLOCK 99,  
 OF THE MESSINGER TEXAS LAND AND IRRIGATION COMPANY'S SUBDIVISION  
 OUT OF THE LAS MESTIZAS GRANT, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS  
 COUNTY OF HIDALGO

THE UNDERSIGNED OWNER OF THE LAND SHOWN ON THIS PLAN  
 HEREBY CERTIFIES THAT THE INFORMATION CONTAINED HEREIN IS TRUE  
 AND CORRECT AND THAT THE SAME IS IN ACCORDANCE WITH THE  
 REQUIREMENTS AND PUBLIC POLICY THEREON SHOWN FOR THE  
 PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

DATE 7/24/82 OWNER H. Helder and Hank, Inc.

STATE OF TEXAS  
 COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY  
 PERSONALLY APPEARED Helder and Hank, Inc. KNOWN TO ME TO  
 BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING  
 INSTRUMENT AND ACKNOWLEDGED TO ME THAT THE FOREGOING  
 INSTRUMENT WAS HIS OWN AND CONSIDERATION THEREIN  
 GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE  
25 DAY OF July 1982.

Johnnie Pittman  
 COUNTY CLERK AND FOR  
 HIDALGO COUNTY, TEXAS



STATE OF TEXAS  
 COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED ENGINEER AND SURVEYOR IN  
 THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAN IS TRUE  
 AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY  
 ON THE GROUND, I FURTHER CERTIFY THAT PROPER ENGINEERING  
 CONSIDERATION HAS BEEN GIVEN THIS PLAN.

DATE 7/24/82 REG. PROFESSIONAL ENGINEER UNIT  
Paul R. Sullivan  
 REG. P.L.L.C. SURVEYOR #2500



CHECKED FOR DRAWING  
 BY: [Signature]  
 APPROVED FOR RECORD  
 BY: [Signature]  
 COUNTY CLERK  
 HIDER AND HANK, INC.  
 11000 N. 110th St.  
 Dallas, Texas 75243

APPROVED FOR RECORD  
 BY: [Signature]  
 COUNTY CLERK  
 HIDER AND HANK, INC.  
 11000 N. 110th St.  
 Dallas, Texas 75243

