

PLANNING DEPT. PCT 1 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	MARIA PINA	1-13863
2.	CHRISTINA BENNETT	1-1901
3.	MA DE LOURDES LOPEZ CASAS	1-1882
	COMM. COURT: MAY 21, 2019	



PLANNING DEPARTMENT

Rev. 06-03-15

County of Hidalgo

Main Office
1304 South 25th 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: 1-13863

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

Upon the application of:

Name: Marisa Hilda Pina

Address: 20384 Cenizo ST
Edinburg, TX 78542

Phone: (956) 292-3999

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	<u>WRamirez</u> Authorized Signature
Date Approved:	<u>/ /</u>	<u>existing septic</u> <u>05/13/19</u>

Water Supplier: N/A

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

Account/ESI No.: # N/A
[] Temporary Pole [X] Permanent Service

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

Tex-Mex Survey Lot #11
sect. 262

[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 1304 South 25 th 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
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T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 1-13863

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

Maria Hilda Pina

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

Tex-Mex Survey Lot # 11 Sect. 262

[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."

Maria Hilda Pina (Signature)

SUBSCRIBED AND SWORN TO before me on May 13th, 2019, to certify which witnesses my hand and seal of office.

Yolanda Gonzalez
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



X

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.

General Warranty Deed

Date: March 19, 2004

Grantor: **Eduardo D. Salazar, a Single Man**

Grantor's Mailing Address:

Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: **MARIA HILDA PINA, Single Woman**

Grantee's Mailing Address: P. O. BOX 253
La Blanca, Texas 78539
Hidalgo County, Texas

Consideration: Ten and No/100ths (\$10.00) dollars and other good and valuable consideration.

Property (including and improvements):

All of Lot 11, out of **J.C. Engelman Subdivision**, of Sections 262 & 263, Texas Mexican Railway Survey, Hidalgo County, Texas being a 1.368 acres more or less, as per Map or plat thereof recorded in Volume 5, Page 38, Map Records, Hidalgo County, Texas.

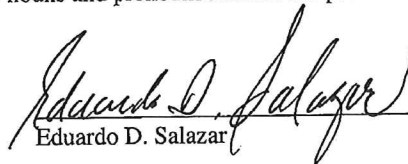
Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is subject to prior mineral reservations and conveyances of record, if any; oil & gas leases of record, if any; restrictive covenants of record, if any; easements of record, if any; easements, rules, regulations and rights in favor of the water district, if any, in which the property is situated; easements and reservations, as shown on the recorded subdivision plat; applicable zoning and subdivision ordinances and taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

Taxes for the year 2001 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 Conveyance and the Exceptions to Conveyance and Warranty.

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


Eduardo D. Salazar

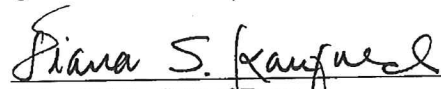
Acknowledgment

THE STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on the 19th, March, 2004 by Eduardo D. Salazar.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Maria Hilda Pina
P.O. Box 253
La Blanca, Texas 78539

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Mar 19, 2004 at 02:32P
As a Recording
Document Number: 1311484
Total Fees: 16.00
Receipt Number - 570930
By: MaryLou Cantu, Deputy



Chapter 232, Texas Local Government Code

COUNTY OF HIDALGO

PLANNING DEPARTMENT

Main Office
1304 South 25th Street
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Ph: 956-318-2840
Fax: 956-318-2844

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

APPLICATION NO:

1-13863

8/4/2016

T2100-00-262-0011-01

[1] OWNER: GILBERT PECINA
 PINA, MA HILDA

20834 CENIZO ST

Telephone No. EDINBURG, TEXAS 78542

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE

[5] SIZE OF STRUCTURE: Sq. Ft.

[6] USE OF BUILDING: NEW RES ZONE X-25

[7] LEGAL DESC./NAME OF SUBDIVISION:

282-4611

TEX-MEX SURVEY LOT 11 BLK 262

37AC NET

LOCATION 2480 0

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: \$11000

[11] SPECIAL FLOOD HAZARD AREA: YES

NO

*File damaged in the flood in July of 2018 5/15/19
Alyssa Ullar*

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ COUNTY SETBACKS FRONT 40'

SIDES 6' REAR 15'

N/A

Prepared By

N/A

Date

N/A

Approved By

N/A

Date

N/A

Signature of Owner or Applicant

N/A

Date

FOR COUNTY USE ONLY

APPLICATION FEES

TOTAL AMOUNT \$30

Light [] Water []

Flood Zone: 1

Panel No./Suffix: _____ Pct. 25-

RESIDENTIAL NEW SINGLE DWELLING

Community No.: _____

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.

[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.



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T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 1-1901

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

Upon the application of:

Name: Christina Bennett

Address: 1900 Mile 4 N.
Mercedes, Tx 78570

Phone: 956-503-1189

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

Water Supplier: UAWIS

Utility Provider: [] M.V.E.C. [X] AEP

Account/ESI No.: 943-495-584
[X] Temporary Pole [] Permanent Service

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

Christina Bennett / Caprisalle 10+13 BLK 30 3.00 AC
1900 Mile 4 N.

[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

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--	---	---

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: _____

1-1901

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

Christina Bennett

Known to me [or proved to me in the oath of TX DL # 29160492 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: Capisano lot 13 Bck 30
1900 Mile 4N Mercedes Tx 78570 3.80AC."

[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-

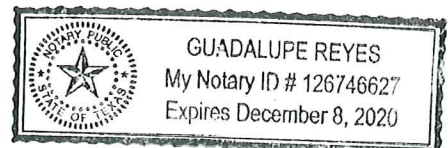
- 3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

Christina Bennett

(Signature)

SUBSCRIBED AND SWORN TO before me on 5-14, 2019, 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.

WARRANTY DEED WITH VENDOR'S LIEN

Date: **April 10, 2019**

Grantor: **ELIBERTO QUINTERO and wife, MARIA DEL SAN JUAN QUINTERO**

Grantor's Mailing Address: **640 Heidrick Ave.
Mercedes, Texas 78570
Hidalgo County**

Grantee: **CHRISTINA BENNETT, a single woman**

Grantee's Mailing Address: **918 S. Vermont
Mercedes, Texas 78570
Hidalgo County**

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 FIFTY-FIVE THOUSAND and NO/100THS DOLLARS (\$55,000.00), payable to the order of ELIBERTO QUINTERO and wife, MARIA DEL SAN JUAN QUINTERO, 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 BARRY E. JONES, Trustee.**

Property (including any improvements):

A 3.81 acre tract of land out of Lot 13, Block 30, Capisallo District Subdivision, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point set out for the Southwest corner of this tract of land and lying 495.00 ft. East of the Southwest corner of said Lot 13, thence, North at 30.00 ft. a point for the North right-of-way line of Mile 4 North, and at a 1,047.30 ft. in all for the Northwest corner;

THENCE, South 50° 11' 59" East 67.93 ft. to an angle point;

THENCE, South 81° 33' 57" East 62.38 ft. to an angle point;

THENCE, South 84° 10' 55" East 35.02 ft. to an angle point;

THENCE, North 64° 04' 04" East 18.09 ft. to a point for the Northeast corner;

THENCE, South at 969.03 ft. a point for the North right-of-way line of Mile 4 North, and at 999.03 ft. in all a point for the Southeast corner;

THENCE, West along the South line of Lot 13 - 165.00 ft. to a point being the Southwest corner of this tract of land, the point of beginning of this description, and containing 3.81 acres, more or less.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

- 1. Terms, covenants, conditions and provisions as set out in that certain Water Rights Agreement by and between American Rio Grande Land and Irrigation Company and G.B. Parsons, dated December 6, 1909, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 61, Page 435, Deed Records Hidalgo County, Texas.**
- 2. Right of way easement granted to Hidalgo County, by Byron W. Jones and wife, Ruby Helen Jones, dated December 12, 1959, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 969, Page 647, Deed Records Hidalgo County, Texas.**
- 3. Easements and Conditions as shown on the Map or Plat thereof, filed for record in Volume P, Page 226, Deed Records Hidalgo County, Texas.**
- 4. Easements, rights, rules and regulations in favor of Hidalgo & Cameron Counties Irrigation District No. 9.**
- 5. Oil, Gas and Mineral Leases of record.**
- 6. Mineral interest, together with all rights relative thereto, express or implied, as described in that certain instruments dated January 29, 1945, filed for record in the Office of the County Clerk of Hidalgo County, Texas in Volume 551, Page 597 and dated January 16, 1956, recorded in Volume 854, Page 221, Deed Records Hidalgo County, Texas.**
- 7. Restrictive covenants filed for record on March 28, 2000, in the Office of the County Clerk of Hidalgo County, Texas, under Clerk's Document Nos. 858388 and 858389.**
- 8. Taxes for 2019 and subsequent years, the payment of which Grantee assumes.**

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 Conveyance and the Exceptions to Conveyance and Warranty.

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 will become absolute.

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

Eliberto Quintero
ELIBERTO QUINTERO

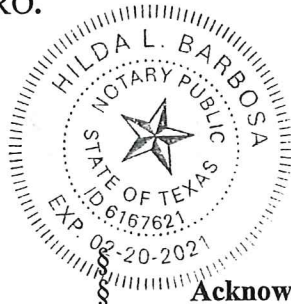
Maria Del San Juan Quintero
MARIA DEL SAN JUAN QUINTERO

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

Acknowledgment

This instrument was acknowledged before me on this the 17th day of April, 2019, by ELIBERTO QUINTERO.



Hilda L. Barbosa
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

§
§
§

Acknowledgment

This instrument was acknowledged before me on this the 17th day of April, 2019, by MARIA DEL SAN JUAN QUINTERO.



Hilda L. Barbosa
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

BARRY E. JONES
324 W. 3rd Street
Mercedes, Texas 78570

BEJ#2019-035
G.F.#3180574

PREPARED IN THE LAW OFFICE OF:

BARRY E. JONES

U:\REAL ESTATE\2019 RE Files\Quintero Eliberto Sale to Christina Bennett\WARRANTY DEED WITH VENDOR'S LIEN.wpd

WARRANTY DEED

Conforms to State Bar of Texas Form

654137

Date: January 12, 1998

Grantor: AG-RAY LAND & SUGAR PLANTATION, INC., a Texas corporation

Grantor's Mailing Address: P.O. Box 565
Mercedes, Texas 78570
Hidalgo County

Grantee: VENANCIO RODARTE, SR. and wife, MARIA MAGDALENA RODARTE and
VENANCIO RODARTE, JR.

Grantee's Mailing Address: Rt. 2, Box 65-FR
Mercedes, Texas 78570
Hidalgo County

Consideration: Ten and no/100ths Dollars (\$10.00), and other valuable consideration, the payment of which is hereby acknowledged.

Property (including any improvements):

A 4.29 acre tract of land out of Lot Thirteen (13), Block Thirty (30), CAPISALLO DISTRICT SUBDIVISION, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point set for the Southwest corner of this tract of land and lying 330.00 feet East of the Southwest corner of said Lot 13; **THENCE**, North at 30.00 feet to a point for the North right-of-way line of Mile 4 North and at 1,261.93 feet in all a point for the Northwest corner;

THENCE, South 27° 18' 55" East 126.44 feet to an angle point;

THENCE, South 36° 55' 21" East 34.82 feet to an angle point;

THENCE, South 43° 46' 29" East 13.56 feet to an angle point;

THENCE, South 50° 11' 59" East 98.88 feet to a point for the Northwest corner;

THENCE, South at 1,017.30 feet a point for the North right-of-way line of Mile .4 North, and at 1,047.30 feet in all a point for the Southeast corner;

THENCE, West along the South line of Lot 13 - 165.00 feet to a point being the Southwest corner of this tract of land, the **POINT OF BEGINNING** of this description, and **CONTAINING** 4.29 acres, more or less.

Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas and other minerals on, in, under, or that may be produced from the subject property are excepted herefrom.
2. Easements for irrigation, roadway and drainage purposes is hereby reserved by Grantor for himself and his assigns on the South 45 feet of the property.
3. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
4. Easements, or claims of easements, which are not recorded in the public records.
5. Taxes for 1987 and subsequent years, the payment of which Grantee assumes.
6. Blanket easements, rules, regulations and rights in favor of Hidalgo & Cameron Counties Irrigation District No. 9.
7. Roadway, utility and water line easements of record.
8. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease(s) affecting the property.
9. Subject to the subdivision regulations of the County of Hidalgo and/or ordinances or governmental regulations of the City in which the property may be located or holding extraterritorial jurisdiction of said property.
10. Restrictions referred to in Contract for Deed dated June 8, 1987, as follows:
 1. No more than one (1) single family residence on the property, unless county regulations allow additional single family residences, and in that event, there shall be no more than one single family residence per acre, and each residence must be no less than 900 square feet;
 2. No existing house, mobile home, or building shall be moved onto the property, unless it shall be less than ten (10) years old;
 3. No structure of a temporary character, such as a tent, barn or other such building, shall be used on the property at any time as a permanent residence;
 4. No hogs or pigs shall be kept, raised, or bred on the property, unless they are kept on a concrete slab and in a sanitary condition; other animals, livestock or pets shall not be allowed to run loose; no more than three (3) of any one kind shall be allowed per acre.
 5. GRANTOR or owners of adjacent property shall have the right at law or in equity to enforce these covenants against any person or persons violating any covenant either to restrain violations or recover damages;
 6. No outdoor toilets shall be permitted;
 7. GRANTEE shall keep property clean of trash and all junked automobiles or automobile parts;
 8. All buildings must be set back at least 75 feet from the front of the property and 30 feet from all other boundaries;
 9. GRANTEE shall be responsible for arranging for delivery of irrigation water to the property, including payment of water charges for irrigation requested by GRANTEE and compliance with all rules and regulations of the Irrigation District. GRANTEE must maintain any irrigation on the property in a satisfactory condition for use of adjoining landowners and GRANTEE. GRANTEE must furnish and maintain any necessary access to the adjoining landowners to irrigate their property. GRANTEE must control any and all irrigation and drainage so as to permit the irrigation of the property without interference with the property of adjoining landowners.
 10. No obnoxious or offensive activity shall be allowed on any tract.

WARRANTY DEED

Conforms to State Bar of Texas Form

Spab Property

Date: December 30, 1993

DOC# 370848

Grantor: AG-RAY LAND AND SUGAR PLANTATION, INC., a Texas corporation

Grantor's Mailing Address (including county): P.O. Box 565
Mercedes, Texas 78570
Hidalgo County

Grantee: CELIA GARCIA

Grantee's Mailing Address (including county): P.O. Box 582
Mercedes, Texas 78570
Hidalgo County

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged.

Property (including any improvements):

A 3.8 acre tract of land out of Lot 13, Block 30, CAPISALLO DISTRICT SUBDIVISION, Hidalgo County, Texas, and being more particularly described as follows:

BEGINNING at a point lying along Mile 4 North, the South line of Lot 13, and being 660.0 ft. East of the Southwest corner of said Lot 13 for the Southwest corner of this tract of land, THENCE, North at 30.0 ft. pass the North right-of-way line of Mile 4 North, and at 999.03 ft., a point for the Northwest corner;

THENCE, following the center line of an existing drain ditch North 64° 04' 04" East 64.92 ft.;

THENCE, South 70° 15' 03" East 65.49 ft.;

THENCE, South 35° 31' 27" East 133.96 ft. to a point for the Northeast corner;

THENCE, South at 912.28 ft. pass a point for the North right-of-way line of Mile 4 North Road, and at 942.28 ft., a point for the Southeast corner of this tract of land;

THENCE, West along the South line of Lot 13, the centerline of Mile 4 North Road 165.00 ft. to a point being the Southwest corner of this tract of land, the POINT OF BEGINNING of this description, and CONTAINING 3.8 acres, more or less.

719/68


Reservations from and Exceptions to Conveyance and Warranty:

1. All oil, gas and other minerals on, in, under, or that may be produced from the subject property are excepted herefrom.
2. All recorded and apparent road and drain ditch rights-of-way and easements.
3. An easement for irrigation purposes is hereby reserved by Grantor for himself and his assigns on the South 45 feet of said property.
4. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Irrigation District No. 9.
5. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
6. Easements, or claims of easements, which are not recorded in the public records.
7. Subdivision Regulations of the County of Hidalgo.
8. Taxes for 1987 and subsequent years, the payment of which Grantee assumes.
9. Deed Restrictions referred to in Contract for Deed dated July 19, 1989, as follows:
 1. No more than one (1) single family residence on the property, unless county regulations allow additional single family residences, and in that event, there shall be no more than one single family residence per acre, and each residence must be no less than 900 square feet;
 2. No existing house, mobile home, or building shall be moved onto the property, unless it shall be less than ten (10) years old;
 3. No structure of a temporary character, such as a tent, barn or other such building, shall be used on the property at any time as a permanent residence;
 4. No hogs or pigs shall be kept, raised, or bred on the property, unless they are kept on a concrete slab and in a sanitary condition; other animals, livestock or pets shall not be allowed to run loose; no more than three (3) of any one kind shall be allowed per acre.
 5. SELLER/GRANTOR or owners of adjacent property shall have the right at law or in equity to enforce these covenants against any person or persons violating any covenant either to restrain violations or recover damages;
 6. No outdoor toilets shall be permitted;
 7. BUYER/GRANTEE shall keep property clean of trash and all junked automobiles or automobile parts;
 8. All buildings must be set back at least 75 feet from the front of the property and 30 feet from all other boundaries;
 9. BUYER/GRANTEE shall be responsible for arranging for delivery of irrigation water to the property, including payment of water charges for irrigation requested by BUYER/GRANTEE and compliance with all rules and regulations of the Irrigation District. BUYER/GRANTEE must maintain any irrigation on the property in a satisfactory condition for use of adjoining landowners and BUYER/GRANTEE. BUYER/GRANTEE must furnish and maintain any necessary access to the adjoining landowners to irrigate their property. BUYER/GRANTEE must control any and all irrigation and drainage so as to permit the irrigation of the property without interference with the property of adjoining landowners.
10. No obnoxious or offensive activity shall be allowed on any tract.

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

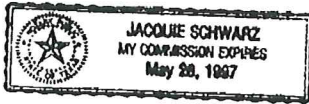
AG-RAY LAND AND SUGAR PLANTATION, INC.

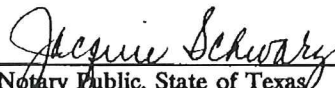
By: 
RAY JONES

(Acknowledgment)

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 18th of February,
 , by RAY JONES, as President of AG-RAY LAND AND SUGAR
PLANTATION, INC., a Texas corporation, on behalf of said corporation.




Notary Public, State of Texas

PLEASE CHARGE &
AFTER RECORDING RETURN TO:

Barry Evan Jones
Attorney At Law
134 W. Fifth Street
Weslaco, Texas 78596

PREPARED BY:

Barry Evan Jones
Attorney At Law
134 W. Fifth Street
Weslaco, Texas 78596

File/GF Number:

FILED FOR RECORD
DOC# 370848 #13
02-22-1994 02:42:50
WILLIAM (BILLY) LEO
HIDALGO COUNTY

WARRANTY DEED

Conforms to State Bar of Texas Form

858388

Date: March 21, 2000

Grantor: AG-RAY LAND AND SUGAR PLANTATION, INC. a Texas Corporation

Grantor's Mailing Address (including county): P.O. Box 565
Mercedes, Texas 78570
Hidalgo County

Grantee: JOSE ZAMORA, JR and wife, MARTA M. ZAMORA
and HUGO EMILIO ZAMORA

Grantee's Mailing Address (including county): 240 N. Virginia
Mercedes, Texas 78570
Hidalgo County

Consideration: Ten and no/100ths Dollars (\$10.00), and other valuable consideration, the payment of which is hereby acknowledged.

Property (including any improvements):

A 3.81 acre tract of land out of Lot 13, Block 30, Capisallo District Subdivision, Hidalgo County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point set for the Southwest corner of this tract of land and lying 495.00 ft. East of the Southwest corner of said Lot 13, thence, North at 30.00 ft. a point for the North right-of-way line of Mile 4 North, and at a 1,047.30 ft. in all for the Northwest corner;

THENCE, South 50° 11' 59" East 67.93 ft. to an angle point;

THENCE, South 81° 33' 57" East 62.38 ft. to an angle point;

THENCE, South 84° 10' 55" East 35.02 ft. to an angle point;

THENCE, North 64° 04' 04" East 18.09 ft. to a point for the Northeast corner;

THENCE, South at 969.03 ft. a point for the North right-of-way line of Mile 4 North, and at 999.03 Ft. in all a point for the Southeast corner;

THENCE, West along the South line of Lot 13 - 165.00 ft. to a point being the Southwest corner of this tract of land, the point of beginning of this description, and containing 3.81 acres, more or less.

Reservations from and Exceptions to Conveyance and Warranty:

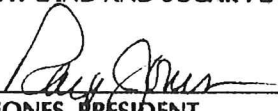
1. There is hereby reserved all oil, gas and other minerals in, on, under, or that may be produced from the subject property.
2. Easements, rights of way, reservations and restrictions, whether of record or not; all prescriptive rights; all presently recorded instruments, other than liens and conveyances that affect the property.
3. Taxes for 1987 and subsequent years, the payment of which Grantee assumes; subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.
4. Rules, regulations, rights of way and easements in favor of Hidalgo County Irrigation District No. 9.
5. Subdivision Regulations of Hidalgo County and/or ordinances or regulations of the city holding extra-territorial jurisdiction of said property.
6. The following specific Deed Restrictions:
 - (a) No more than one (1) single family residence (each residence must be occupied by a family member of GRANTEE) per acre, of no less than 900 square feet each;
 - (b) No existing house, mobile home, or building shall be moved onto the property, unless it shall be less than ten (10) years old;
 - (c) No structure of a temporary character, such as a tent, barn or other such building, shall be used on the property at any time as a permanent residence;
 - (d) No hogs or pigs shall be kept, raised, or bred on the property, unless they are kept on a concrete slab and in a sanitary condition; other animal, livestock or pets shall not be allowed to run loose; no more than three (3) of any one kind shall be allowed per acre;
 - (e) GRANTOR or owners of adjacent property shall have the right at law or in equity to enforce these covenants against any person or persons violating any covenant either to restrain violations or recover damages;
 - (f) No outdoor toilets shall be permitted;
 - (g) GRANTEE shall keep property clean of trash and all junked automobiles or automobile parts;
 - (h) All buildings must be set back at least 75 feet from the front of the property and 30 feet from all other boundaries;
 - (i) GRANTEE shall be responsible for arranging for delivery of irrigation water to the property, including payment of water charges for irrigation requested by GRANTEE and compliance with all rules and regulations of the Irrigation District. GRANTEE must maintain any irrigation on the property in a satisfactory condition for use of adjoining landowners and GRANTEE. GRANTEE must furnish and maintain any necessary access to the property without interference with the right of adjoining landowners to irrigate their property. GRANTEE must control any and all irrigation and drainage so as not to permit the irrigation of the property without interference with the property of adjoining land owners;
 - (j) No obnoxious or offensive activity shall be allowed on any tract.

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.

This conveyance is made pursuant to a Contract for Deed between the parties dated December 31, 1987, and is subject to the terms and limitations thereof.

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

AG-RAY LAND AND SUGAR PLANTATION, INC.

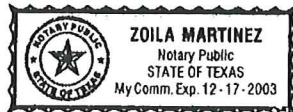


RAY JONES, PRESIDENT

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

Acknowledgment

This instrument was acknowledged before me on the 21st of March, 2000, by RAY JONES, as President of AG-RAY LAND AND SUGAR PLANTATION, INC., a Texas corporation, on behalf of said corporation.





NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING RETURN TO:
JOSE ZAMORA, JR.
MARTA M. ZAMORA
HUGO EMILIO ZAMORA
134 W. Fifth St.
Weslaco, Texas 78596

PREPARED IN THE LAW OFFICE OF:
BARRY E. JONES
134 W. Fifth St.
Weslaco, Texas 78596

Filed for Record in:
Hidalgo County
by Juan D. Salinas III
County Clerk

On: Mar 28, 2000 at 11:23A

As a
Recording

Document Number:	858388
Total Fees :	13.00

Receipt Number - 273200
By,
Anna Smith



Chapter 232, Texas Local Government Code

5/14/2019 2:37:00 PM

COUNTY OF HIDALGO
PLANNING DEPARTMENT

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
1304 South 25th Street Edinburg, Texas 78542	1902 Joe Stephens Ave. Weslaco, Texas 78596	2401 N. Moorefield Rd. 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 1-1901
Receipt No.: 007505
C1400-00-030-0013-12

BENNETT CHRISTINA
918 S VERMONT
MERCEDAS, TX 78570
(956) 377-6336
(956) 377-6336

- [1] Contractor: self
- [2] Water System: North Alamo WSC
- [3] Class of Work: 29 Residential, move in or relocated building
- [4] Size of Structure: 1078Sq.Ft.
- [5] Legal Description: CAPISALLO 3.80AC BNG AN IRR TR-E165'-
W660' LOT 13 BLK 30 3.70AC NET
- [6] Location: MILE 4 N. & MILE 1 1/2 E.
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$8000
- [10] Flood Zone: Zone C

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 1-1901
Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash
Check/M.O.#:
Payment: \$40.00
Change Due: \$10.00
Application: alyssa.ulloa
Inspector: gilbert.pecina
Receipt: alyssa.ulloa

Cashier

Date

5/14/19

[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

5-14-19
Date



PLANNING DEPARTMENT

Rev. 06-03-15

County of Hidalgo

Main Office
1304 South 25th 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: 1-1882

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

Upon the application of:

Name: Ma. De Lourdes Lopez Casas

Address: 12566 Tejas Blvd
Mercedes, TX
78520

Phone: 956.650.9050

Approved by Environmental Health:	Temporary Service	Final Service
Inspection/Permit No:	Authorized Signature	<u>WR</u> Authorized Signature
Date Approved:	<u>1 / 1</u>	<u>existing</u> <u>05/13/19</u>

Water Supplier: NAWS

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

Account/ESI No.: 100 327 894 947 48 385
[] Temporary Pole [] Permanent Service

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

Indian Hills Lot 339 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 9th of May, 2019, 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

Rev. 06-03-15

County of Hidalgo

Main Office 1304 South 25 th 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: 1-1882

**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

Maria De Lourdes Lopez Casas

Known to me [or proved to me in the oath of _____ or through
Consular ID (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:

Indian Hills Lot 339 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."

Maria De Lourdes Lopez Casas (Signature)

SUBSCRIBED AND SWORN TO before me on May 9th, 2019, to certify which, witnesses my hand and seal of office.



Ericka Garcia
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

WARRANTY DEED WITH VENDOR'S LIEN

DATE: August 06, 2009

GRANTOR: Robert L. Schwarz, not joined by my wife since the property herein conveyed constitutes no part of our legal homestead

GRANTOR'S MAILING ADDRESS: 800 N. McColl
McAllen, Hidalgo County, Texas 78501

GRANTEE: Ma De Lourdes Lopez C.

GRANTEE'S MAILING ADDRESS: 12732 E. Tejas Blvd.
Mercedes, Texas 78570

CONSIDERATION: Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of Eleven thousand Five hundred and NO/100 Dollars (\$11500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to Victor R. Perez, Trustee.

PROPERTY (including any improvements):

Lot Three hundred Thirty-Nine (339), Block One (1), Indian Hills Subdivision, Hidalgo County, Texas, according to the map and plat of record in Volume 23 Page 180 and 181 and in Volume 24 page 81, Map Records of Hidalgo County, Texas;

RESERVATIONS FROM CONVEYANCE:

SAVE AND EXCEPT all oil, gas and other minerals, all geothermal energy, and wind energy and further SAVE AND EXCEPT (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.

EXCEPTIONS TO CONVEYANCE AND WARRANTY:

As shown on Exhibit "A" attached hereto and made a part hereof for all purposes.

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments other than conveyances of the surface fee estate, that affect the Property; and taxes for 2009 which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 heir, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty. Restrictions: See Exhibit A

Those reservations and exceptions on Exhibit A attached hereto and made a part hereto for all purposes.

Grantor, as the fee simple owner of the Property, establishes the Restrictions as covenants, conditions, and restrictions, whether mandatory, prohibitive, permissive, or administrative to regulate the structural integrity, appearance, and uses of the Property and the improvements placed on it. Grantor and Grantee stipulate that (a) the Restrictions touch and concern the Property; (b) privity of estate exists by reason of the ownership of the Property; (c) notice is given by filing this instrument in the real property records of the county in which the Property is situated; and (d) the Restrictions are reasonable, their purposes being for the common benefit of Grantor, Grantee and the Affected Property Owners, who are

affected by the structural integrity, appearance, and uses of the Property. The Restrictions run with the land making up the Property, are binding on Grantee and Grantee's successors and assigns forever, and inure to the benefit of Grantor, Grantee, Affected Property Owners, and their successors and assigns forever.

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 will become absolute.

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

Grantee accepts the herein described 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 (1) the condition the property or any element thereof, including, without limitation, warranties related to environmental conditions, suitability for habitation, merchantability or fitness for a particular purpose; (2) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, development potential or otherwise; (3) all warranties created by affirmation of fact or promise by any description of the property; and (4) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

Robert L. Schwarz

Robert L. Schwarz

STATE OF TEXAS)(

COUNTY OF HIDALGO)(

This instrument was acknowledged before me on the 31st day of August 2009 by Robert L. Schwarz



Angelica Hernandez

Notary Public, State of Texas
Notary's name (printed) :

Notary's commission expires : 08-21-12

BUYER'S ACCEPTANCE OF DEED
08-06-2009

The undersigned buyer(s) hereby accepts and consents to the form of Deed attached hereto including, but not limited to, the provision(s) concerning title exceptions contained therein, and acknowledges the same is in conformity with Buyer's intent, and the terms and provisions of same shall control in the event of any conflict of the contract Buyer has signed regarding the property described in the attached Deed.

Ma de Lourdes Lopez C.

Ma De Lourdes Lopez C.

AFTER RECORDING RETURN TO :
Harold Munal
800 N. McColl
McAllen, Texas 78501

EXHIBIT "A"

1. Minimum floor elevations, setback lines and utility easements as shown on the map of Indian Hills Subdivision, recorded in Volume 23, Page 180 and 181 and amended map recorded in Volume 24, Page 81, Map Records of Hidalgo County, Texas.
2. Easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restrictions as shown on the recorded and dedicated map of the above described subdivision.
3. Easement and Agreement in favor of Central Power and Light Company, dated January 23, 1984, recorded in Volume 1944, Page 183, Official Records of Hidalgo County, Texas, to furnish, maintain and operate underground electric cables and other facilities as may appear upon the map.
4. Pipeline easement in favor of Rio Grande Valley Gas Company, as shown by instrument dated April 10, 1985, recorded in Volume 2123, Page 740, Official Records of Hidalgo County, Texas.
5. Right of Way Easements in favor of Hidalgo County as shown by instrument dated September 10, 1953, recorded in Volume 782, Page 561, Deed Records of Hidalgo County, Texas.
6. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease executed by D'Hemecourt Properties, Inc. to Southprot Exploration, Inc., dated March 15, 1982, recorded in Volume 415, Page 232, Oil and Gas Records of Hidalgo County, Texas.
7. Taxes for the year 2009, and all subsequent years and all subsequent assessments for prior years.
8. Subject to Subdivision regulations of the County of Hidalgo State of Texas and/or Zoning and Building Ordinances and Ordinances or government regulations of City holding extra-territorial jurisdiction of said property.
9. Agreement in favor of Valley Electric and Ice Company as set forth in instrument dated August 25, 1925, recorded in Volume 197, Page 291, Deed Records of Hidalgo County, Texas.
10. Agreement by and between Border Pipeline Company, Western Natural Gas Company and Rio Grande Valley Gas Company as to use of pipeline as set forth in instrument dated May 1, 1963, recorded in Volume 1115, Page 285, Deed Records of Hidalgo County, Texas.
11. Pipeline easement in favor of Mercedes Fuel Company as shown by instrument dated April 24, 1937 recorded in Volume 431, Page 254, Deed Records of Hidalgo County, Texas.
12. Terms, stipulations and conditions contained in Oil, Gas and Mineral lease executed by Euchariste M. D'Hemecourt, Individually and as Independent Executor of the Estate of George A. D'Hemecourt, Deceased, to Karl Hóblitzelle, dated February 1, 1956, recorded in Volume 184, Page 37, Oil and Gas Records of Hidalgo County, Texas.
13. Building restrictions filed of record under Doc # 321859 in the office of the County Clerk of Hidalgo County, Texas.
14. Existing lien in favor of Texas State Bank, which grantor agrees to pay as same becomes due and payable.

AFTER RECORDING RETURN TO :

Harold Munal

800 North McColl

McAllen, Texas 78501



Chapter 232, Texas Local Government Code

5/9/2019 11:01:31 AM

COUNTY OF HIDALGO
PLANNING DEPARTMENT

Permit No.: Permit 1-1882

Receipt No.: 007427

12230-00-001-0339-00

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

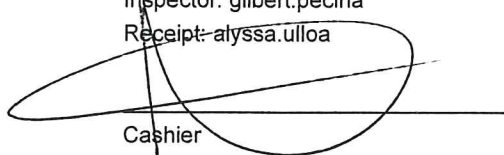
LOPEZ MARIA DE LOURDES C
12566 TEJAS BLVD
MERCEDES, TX 78570
(956) 650-9050
(956) 650-9050

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 01 Residential, new, Single Family Dwelling
- [4] Size of Structure: 800Sq.Ft.
- [5] Legal Description: INDIAN HILLS LOT 339 BLK 1
- [6] Location: FM 1015 & MILE 11 N.
- [7] Sewage: City of Mercedes
- [8] Construction Type: Block
- [9] Est. Cost of Construction: \$1800
- [10] Flood Zone: Zone X

Community Panel Number: 4803340450C
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 & REGULATIONS
Description: Permit 1-1882
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

5/9/19
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.

Madelourdes Lopez C.
Signature of Owner or Applicant

05-09-19
Date

MAP OF INDIAN HILLS SUBDIVISION

ALL OF PARTS SEVEN, EIGHT, NINE, TEN, ELEVEN AND TWELVE OF SECTION 36, TOWNSHIP 20 N., RANGE 10 E., COUNTY OF HENRY, MISSOURI.



STATE OF MISSOURI... COUNTY OF HENRY... I, JAMES H. SMITH, A REGISTERED PLAT, SURVEYOR AND ENGINEER, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBMISSION OF THE LOTS HEREON RECORDED AS SHOWN HEREON IN DETAIL.

THIS MAP APPROVED BY THE CITY COMMISSION OF THE CITY OF ST. LOUIS, MISSOURI, ON THIS THE 15th DAY OF FEBRUARY, 1911.

- 1. Fifteen finished first class streets... 2. The area of the subdivision west of M 401 1/2... 3. A 100 percent street... 4. A 75 percent street... 5. A 50 percent street...

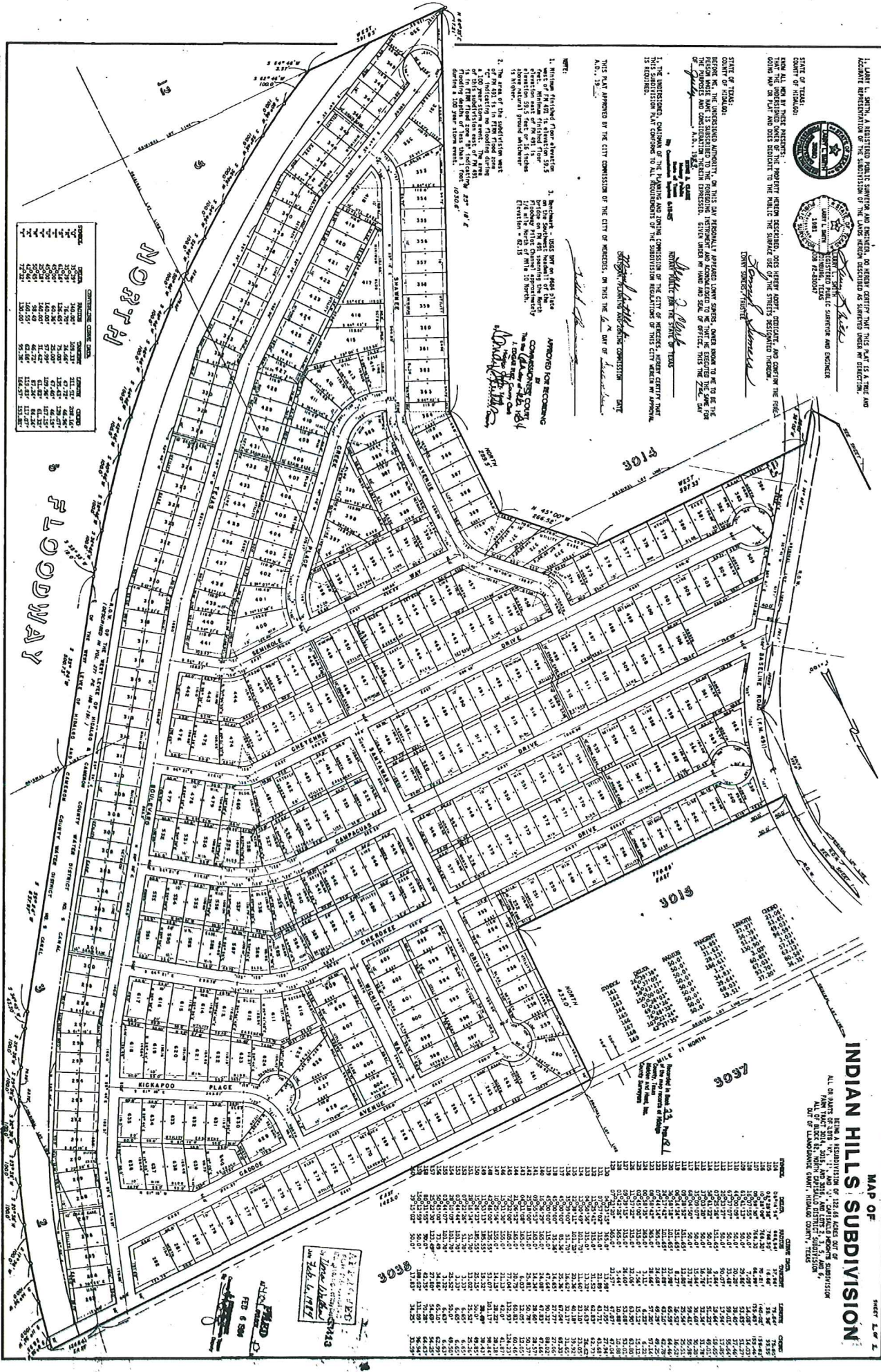


Table with columns: LOT, AREA, AREA PER CENT, AREA PER CENT PER 100 ACRES, AREA PER CENT PER 100 ACRES PER 100 ACRES. Rows 1-15.

Table with columns: LOT, AREA, AREA PER CENT, AREA PER CENT PER 100 ACRES, AREA PER CENT PER 100 ACRES PER 100 ACRES. Rows 16-500.

PLAT BY JAMES H. SMITH, REGISTERED PLAT, SURVEYOR AND ENGINEER.