

PLANNING DEPT. PCTS 1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	JUANITA MONTIEL	1-2399
2.	JOSE GONZALEZ	1-13309
3.		
4.		
	COMM. COURT: NOVEMBER 19, 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: 1-2399

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Juanita
~~Jama~~

Address: Montiel
403 Alvarez Drive
Donna, TX 78537

Phone: 956-778-1713

Approved by Environmental Health:	Temporary Service _____	Final Service <u>WRamin</u>
Inspection/Permit No:	Authorized Signature _____	Authorized Signature <u>existing septic</u>
Date Approved:	<u>1 / 1</u>	<u>11/07/19</u>

Water Supplier: North Alamo Water Supply

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

Account/ESI No.: NA

[] Temporary Pole [X] Permanent Service

regarding the land described as:

Citrus Tree Lot # 7

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- no electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 6-14-06);

(verified by [Signature]);

(verified by WRamin);

(verified by WRamin);

(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 06-03-15

County of Hidalgo

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T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 1-2399

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Juanita Z. Martiel
Address: 407 Alvarez Drive
Donna, TX 78537
Phone: 956-778-1713

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

Citrus Tree Subdivision Lot #7

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Juanita Z. Martiel 11-05-19
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed ~~of Trust~~
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) perm +

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11/5/19
Date

[Signature]
County Official



COUNTY OF HIDALGO
PLANNING DEPARTMENT

Main Office
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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

Permit No.: Permit 1-2399
Receipt No.: 009259
C5351-00-000-0007-00

MONTIEL JAIME & JANIE Z
403 ALVAREZ DR
DONNA, TX 78537
(956) 778-1713
(956) 293-1474

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 25 Residential, new, Single Family Dwelling
- [4] Size of Structure: 4569Sq.Ft.
- [5] Legal Description: CITRUS TREE LOT 7
- [6] Location: ELDORA & ALAMO RD.
- [7] Sewage: N/A
- [8] Construction Type: Brick
- [9] Est. Cost of Construction: \$317010
- [10] Flood Zone: Zone B

Community Panel Number: 4803340425C
Precinct: 1
Certification of Elevation Required: No
Setbacks: Front 55', Rear 20', Side 6', Side 6', Corner'
Special Conditions: MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
Description: Permit 1-2399
Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Check
Check/M.O.#: 2610
Payment: \$30.00
Change Due: \$0.00
Application: alyssa.ulloa
Inspector: gilbert.pecina
Receipt: alyssa.ulloa

Cashier

10/1/19
Date

property ID # 704930

[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

10/1/19
Date

Warranty Deed with Vendor's Lien

1739932

Date: February 28, 2007

Grantor: ROY A. BLACKLAWS AND MARJORIE M. BLACKLAWS,
CO-TRUSTEES OF THE BLACKLAWS FAMILY LIVING TRUST

Grantor's Mailing Address:

P.O. Box 299
Alamo, Hidalgo County, Texas 78516

Grantees: JAIME MONTIEL and wife, JANIE Z. MONTIEL

Grantees' Mailing Address:

403 Alvarez Drive
Donna, Hidalgo County, Texas 78537-3053

Consideration:

Cash and a note of even date executed by Grantees and payable to the order of Grantor in the principal amount of FIFTY-FIVE THOUSAND FIVE HUNDRED AND NO/100THS DOLLARS (\$55,500.00). 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 Grantees to Lois Baillie, Trustee.

Property (including any improvements):

Lot 7, CITRUS TREE SUBDIVISION, according to the map or plat thereof recorded in Volume 50, Page 167, Map Records, Office of the County Clerk of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. SAVE AND EXCEPT all of the oil, gas and other minerals in and under and that may be produced from the property, together with the right of ingress and egress at all times for the purpose of mining, drilling and exploring the lands for oil, gas and other minerals and removing the same from the lands; and
2. SUBJECT to 3/4ths of the oil, gas and other minerals in, on, under or that may be produced from same which have been previously reserved; and
3. SUBJECT to easements for road purposes and canal rights-of-way and further subject to all rights, easements, contracts and liens in favor of the irrigation district under which such land is located; and

4. SUBJECT to any and all oil, gas and mineral leases of record.
5. 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.
6. SUBJECT to an easement for right of way granted to Hidalgo County as set forth in an instrument recorded in Volume 854, Page 227, Deed Records, Hidalgo County, Texas.
7. SUBJECT to Standby Fees, taxes for 2006 and subsequent years and subsequent assessments for prior years due to change in land usage or ownership.
8. SUBJECT to easements, reservations and restrictions as may appear upon the recorded map and dedication of said subdivision.
9. SUBJECT TO the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions and easements relating to the Property, shown of record in Hidalgo County, Texas, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, relating to the property.

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.

GRANTEE, BY ITS ACCEPTANCE HEREOF, ACCEPTS THE PROPERTY IN ITS PHYSICAL CONDITION AS OF THE DATE HEREOF, AS IS, WHERE IS AND WITH ALL FAULTS, AND ACKNOWLEDGES THAT THEY HAVE NO RECOURSE WHATSOEVER AGAINST GRANTOR WITH RESPECT TO THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT GRANTOR, EXCEPT AS PROVIDED IN THE CONTRACT, HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION, WARRANTY OR COVENANT OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PHYSICAL CONDITION, USE OR USEFULNESS OF THE PROPERTY OR ANY PORTION THEREOF, AND (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

The vendor's lien against and superior title to the Property are retained until the 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.



ROY A. BLACKLAWS, CO-TRUSTEE OF THE
BLACKLAWS FAMILY LIVING TRUST

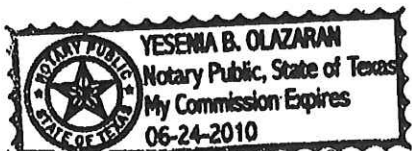


MARJORIE M. BLACKLAWS, CO-TRUSTEE OF
THE BLACKLAWS FAMILY LIVING TRUST

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on February 28, 2007, by Roy A. Blacklaws, Co-trustee of THE BLACKLAWS FAMILY LIVING TRUST.

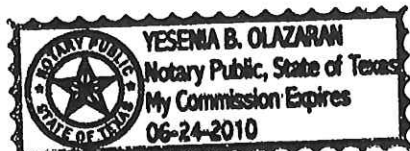


Yesenia B. Olazaran
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on February 28, 2007, by Marjorie M. Blacklaws, Co-trustee of THE BLACKLAWS FAMILY LIVING TRUST.



Yesenia B. Olazaran
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Jaime Montiel
Janie Z. Montiel
403 Alvarez Drive
Donna, Hidalgo County, Texas 78537-3053



PLANNING DEPARTMENT

County of Hidalgo

Rev. 06-03-15

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956-205-7045
956-205-7049

T.J. Arredondo, CFM
Director of Planning

Precinct Q 1 2 3 4

Application No: 1-13309

HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Jose O. Gonzalez

Address: 2321 Esperanza ST N
Weslaco, TX 78599

Phone: (956) 888-0371

Approved by Environmental Health:	Temporary Service	Final Service
	<u>[Signature]</u>	<u>[Signature]</u>
Authorized Signature:	<u>Light</u>	<u>Existing 055TF</u>
Inspection/Permit No:		
Date Approved:	<u>11/13/19</u>	<u>11/13/19</u>

Water Supplier: Military Water Supply

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

Account/ESI No.: 100-32784483189090
 Temporary Pole Permanent Service

regarding the land described as:
Ranchitos De Progreso ^{Ph1} Lot #3

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

- yes A plat has been prepared;
- yes A plat has been reviewed and approved by the Commissioners Court;
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- no an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 12/14/04);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 06-03-15

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956-205-7049

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 1-13309

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Jose O. Gonzalez

Address: 2321 Esperanza St N

Weslaco, TX 78599

Phone: (956) 888-0371

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

Ranchitas De Progreso ^{Ph1} Lot #3

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[Signature]
Requesting Party (Signature)

11/12/19
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

11/12/19
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-13309
Mar. 21, 2016

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

R0940-01-000-0003-00

[1] OWNER: GONZALEZ, JOSE OMAR
2321 ESPERANZA N
WESLACO, TEXAS 78596
Telephone No. 647-6267

[7] LEGAL DESC./NAME OF SUBDIVISION
RANCHITOS DE PROGRESSO PH.1
LOT 3

LOCATION: 0

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: MILI

[9] CONSTRUCTION TYPE: BLOC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: \$50,000

[5] SIZE OF STRUCTURE: 1,568 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

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

Special Conditions: No construction allowed over any easements.

MUST COMPLY W/ COUNTY SETBACKS FRONT 25'
SIDES 6' REAR 20'

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

Light Water

Flood Zone: NO 480334
Panel No. /Suffix: _____ Pct: 1

Community No.: 0525B

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.

Johanna Vallyzi 3/21/2016
Prepared by Date

Leonel Najera 3/18/2016
Approved by Date

[Signature] 3/21/16
Signature of Owner or Applicant Date

[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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: March 12, 2012

Grantor: Durango Development, Inc., a Texas Corporation

Grantor's Mailing Address:
806 N. Jackson Rd.
Hidalgo, Texas 78557

Grantee: Jose Omar Gonzalez Jr

Grantee's Mailing Address (including county):
2321 Esperanza North
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Sixty-Two Thousand Two Hundred Dollars and No Cents (\$62,200.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Anthony E. Gray, Trustee.

Property (including any improvements):

Lot 3, Ranchitos de Progreso Subdivision, Phase 1, Hidalgo county, Texas, as per Map or Plat recorded in volume 46, Pages 159, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Ranchitos de Progreso, as shown on the plat thereof, recorded in Volume 46, Page(s) 159, Map records of Hidalgo County, Texas.
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.
13. A lien securing a promissory note (the "Prior Note"), dated September 30, 2004, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo

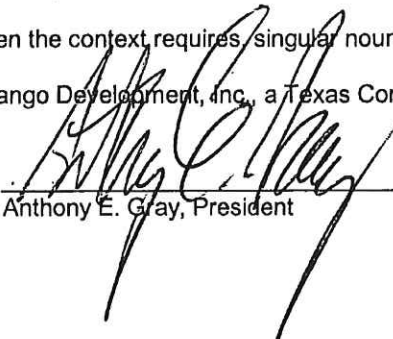
County, Texas under Clerk's Document Number 1393871. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom. **SAVE AND EXCEPT**, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (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.

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 claim is by, through, or under Grantor, but not otherwise. By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

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

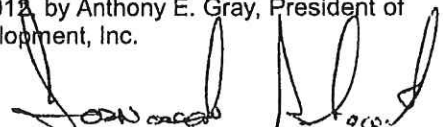
Durango Development, Inc., a Texas Corporation

BY: 
Anthony E. Gray, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 12 day of March, 2012, by Anthony E. Gray, President of Durango Development, Inc., a Texas Corporation on behalf of the said Durango Development, Inc.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Durango Development, Inc.
806 N. Jackson Rd.
Hidalgo, Texas 78557

