

**PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY**

	APPLICANT	APPLICATION NO.
1.	BILMA FLOREZ	3-2010
2.		
3.		
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9.		
10.		
11.		
12.		
13.		
	COMM. COURT: MARCH 24, 2020	



# 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

Precinct 1 2 3 4

T.J. Arredondo, CFM  
Director of Planning

Application No: 3-2010  
3/3/20

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

Upon the application of:

Name: Bilma Florez

Address: 2225 Lusby  
St. Mission  
Texas 78574

Phone: 956-560-1543

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	<u>Arredondo</u>
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>1 1</u>	<u>Sewer</u>
		<u>3 117120</u>

Water Supplier: Sharyland Water

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

Account/ESI No.: 10032789461248080  
[ ] Temporary Pole  Permanent Service

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

Ariel Hinojosa #2 LOT 33

[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.~~

Landra Carter 3/16/20  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



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T.J. Arredondo, CFM  
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Precinct 1 2 3 4

Application No:

3-2010  
3/3/20

### 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

BILMA FLOREZ

Known to me [or proved to me in the oath of TEXAS DRIVER'S LICENSE or through [REDACTED] (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:

ARIEL HINGOSA SUBDIVISION #2 LOT #33."

[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."

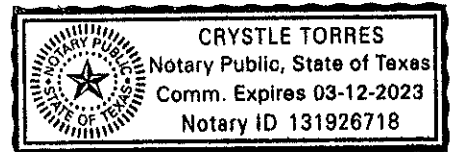
-OR-

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."

Bilma Flores (Signature)

SUBSCRIBED AND SWORN TO before me on March 3<sup>rd</sup>, 2020, to certify which, witnesses my hand and seal of office.

Crystle Torres  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



## SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 10, 2015

Grantor: E.E.A.C., Inc., a Texas Corporation

Grantor's Mailing Address:

P.O. Box 5454  
McAllen, Texas 78502  
Hidalgo County, Texas

Grantee: Bilma Florez

Grantee's Mailing Address:

P.O. Box 350  
Penitas, Texas 78576  
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 Nineteen Thousand Five Hundred Dollars and No Cents (\$19,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase 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 Robert Geissler, trustee.

Property (including any improvements):

Lot 33, Ariel Hinojosa Subdivision, Unit No. 2, Hidalgo County, Texas, according to the Map or Plat thereof recorded in the Office of the County Clerk of Hidalgo County, Texas and more particularly described in that Deed dated September 1, 1981 from Ariel Hinojosa, et. ux to Candelario Godina and Lydia M. Godina, recorded in Volume 1749, Page 579, Real Property Records, Hidalgo County, Texas. (ACCOUNT NO. H3650-02-000-0033-00).

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Easements, rights-of-way, and prescriptive rights, whether of record or not;
3. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
4. Rights of adjoining owners in any walls and fences situated on a common boundary;
5. Any discrepancies, conflicts, or shortages an area or boundary lines;
6. Any encroachments or overlapping of improvements;
7. 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;
8. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

9. 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;
10. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of the subdivision in which the property is located;
11. Rules and Regulations of Hidalgo County, Texas pertaining to septic tanks and other sanitary facilities; and
12. Federal and County flood plain elevation regulations.

**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.

Grantee is taking the property in an arm's-length agreement between the parties. The consideration was bargained on the basis of an "as is, Where is" transaction and reflects the agreement of the parties that there are no representations or express or implied warranties.

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.

**NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.**

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

E.E.A.C., Inc.,  
a Texas Corporation

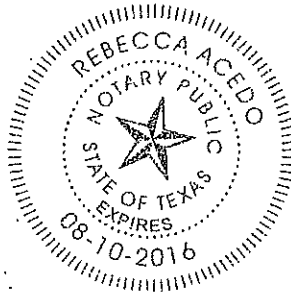
BY: [Signature]

ITS: Elias Woloski, President

(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 10<sup>th</sup> day of July, 2015, by Elias Woloski, President of E.E.A.C., Inc., a Texas Corporation, on behalf of said Texas Corporation.



[Signature]  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

E.E.A.C., Inc.  
P.O. Box 5454  
McAllen, Texas 78502



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Permit No.: Permit 3-2010

Receipt No.: 011088

H3650-02-000-0033-00

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	Westlaco, 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

FLOREZ BILMA  
2225 LUSBY STREET  
MISSION, TX 78576  
(956) 560-1543  
(956) 560-1543

- [1] Contractor: SELF
- [2] Water System: Sharyland WSC
- [3] Class of Work: 20 Mobile Homes
- [4] Size of Structure: 248Sq.Ft.
- [5] Legal Description: ARIEL HINOJOSA #2 LT 33
- [6] Location: moorefield road and 2 1/2 mile
- [7] Sewage: City of Mission
- [8] Construction Type: Metal
- [9] Est. Cost of Construction: \$23000
- [10] Flood Zone: Zone C

Community Panel Number: 4803340400C  
Precinct: 3  
Certification of Elevation Required: No  
Setbacks: Front 25', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: MUST COMPLY WITH ALL REGULATIONS AND COUNTY SETBACKS  
Description: Permit 3-2010  
Price: \$30.00

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

Method of Payment: Cash  
Check/M.O.#:  
Payment: \$30.00  
Change Due: \$0.00  
Application: javier.cerda  
Inspector: javier.cerda  
Receipt: javier.cerda

Cashier

Date

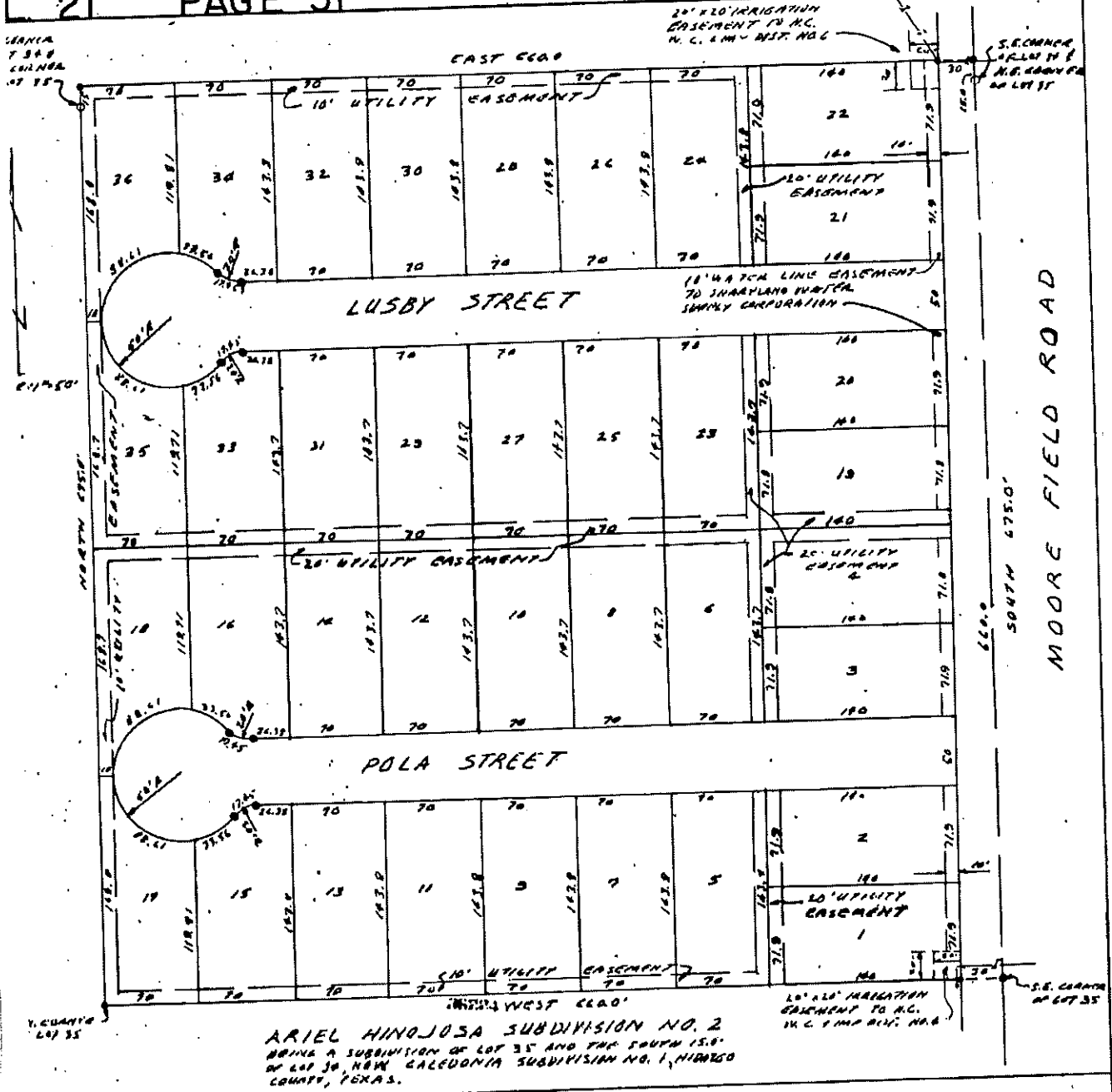
*3-3-20*

[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.

*Bilma Florez*  
Signature of Owner or Applicant

*3-3-20*  
Date



ARIEL HINOJOSA SUBDIVISION NO. 2  
 BEING A SUBDIVISION OF LOT 35 AND THE SOUTH 15.0'  
 OF LOT 36, NOW CALEDONIA SUBDIVISION NO. 1, HIDALGO  
 COUNTY, TEXAS.

STATE OF TEXAS:  
 COUNTY OF HIDALGO:  
 I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE  
 STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT AND  
 CORRECTLY MADE AND IS BASED UPON AN ACCURATE SURVEY OF  
 THE PROPERTY HEREIN DESCRIBED AND THE RECORDS OF THE  
 PUBLIC RECORDS, ALLOTS, AND EASEMENTS THEREIN  
 ARE CORRECT AND COMPLETELY ACCURATE.

10-10-79 DATE David Higgins  
 ARIEL HINOJOSA, OWNER

STATE OF TEXAS:  
 COUNTY OF HIDALGO:  
 I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE  
 STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT AND  
 CORRECTLY MADE AND IS BASED UPON AN ACCURATE SURVEY OF  
 THE PROPERTY HEREIN DESCRIBED AND THE RECORDS OF THE  
 PUBLIC RECORDS, ALLOTS, AND EASEMENTS THEREIN  
 ARE CORRECT AND COMPLETELY ACCURATE.

10-10-79 DATE David Higgins  
 REGISTERED PROFESSIONAL ENGINEER



STATE OF TEXAS:  
 COUNTY OF HIDALGO:  
 I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE  
 STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT AND  
 CORRECTLY MADE AND IS BASED UPON AN ACCURATE SURVEY OF  
 THE PROPERTY HEREIN DESCRIBED AND THE RECORDS OF THE  
 PUBLIC RECORDS, ALLOTS, AND EASEMENTS THEREIN  
 ARE CORRECT AND COMPLETELY ACCURATE.

11-6-80 DATE David Higgins  
 REGISTERED PROFESSIONAL ENGINEER

THIS PLAT HAS BEEN APPROVED BY HIDALGO COUNTY WATCH CONTROL AND  
 IMPROVEMENT DISTRICT NO. 6 ON THIS 10th DAY OF  
 NOVEMBER, A.D., 1979.

BY: David Higgins  
 REGISTERED PROFESSIONAL ENGINEER  
 APPROVED FOR RECORDING  
 COUNTY CLERK'S COURT  
 HIDALGO COUNTY, TEXAS  
 11-6-80

APPROVED FOR RECORDING  
 COUNTY CLERK'S COURT  
 HIDALGO COUNTY, TEXAS  
 11-6-80