

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Adam E. Lewis	4-3461
	COMM. COURT: JULY 28, 2020	



PLANNING DEPARTMENT

County of Hidalgo

Rev. 01-08-20

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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: 4-3461

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

Upon the application of:

Name: Adam E. Lewis

Address: 610 E. Eldora St.

Unit 78

Pharr, TX 78577

Phone: 956-961-8136

Approved by Environmental Health:	Temporary Service	Final Service
<u>MP Ramin</u> Authorized Signature		
Inspection/Permit No: Date Approved:	<u>Light only</u> <u>07/21/20</u>	Authorized Signature / /

Water Supplier: N/A

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

Account/ESI No.: N/A
 Temporary Pole Permanent Service

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

Bandera Estates Lot #17 Edinburg, TX 78542

[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



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Precinct 1 2 3 4

Application No:

4-3461

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

Adam Emmanuel Lewis

Known to me [or proved to me in the oath of _____ or through TX CDL (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:

Bandera Estates Lot 17 Edinburg, TX 78542 ."

[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."

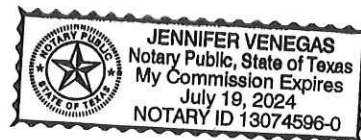
-OR-

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."

X [Signature] (Signature)

SUBSCRIBED AND SWORN TO before me on July 21, 2020, to certify which, witnesses my hand and seal of office.

Jennifer Venegas
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS





Chapter 232, Texas Local Government Code

7/21/2020 12:01:00 PM

COUNTY OF HIDALGO
PLANNING DEPARTMENT

Permit No.: Permit 4-3461
Receipt No.: 013372
B1520-00-000-0017-00

Main Office
1304 South 25th Street
Edinburg, Texas 78542
Ph: 956-318-2840
Fax: 956-318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Ph: 956-968-4734
Fax: 956-973-7850

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

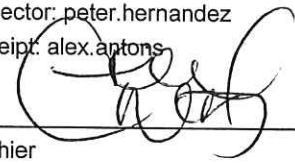
LEWIS ADAM
610 E ELDORA RD #78
PHARR, TX 78577
(956) 961-8136
(956) 961-8136

- [1] Contractor: SELF
- [2] Water System: City of Edinburg
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 1560Sq.Ft.
- [5] Legal Description: BANDERA ESTATES LOT 17
- [6] Location: TOWER RD AND 17 1/2
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$25000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340325D
Precinct: 4
Certification of Elevation Required: No
Setbacks: Front 30', Rear 40', Side 7', Side 7', Corner '
Special Conditions: MUST COMPLY WITH HCPD SETBACKS
AND REGULATIONS
Description: Permit 4-3461
Price: \$30.00

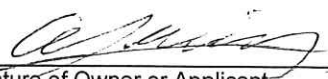
Total Amount.....\$30.00

Method of Payment: Cash
Check/M.O.#:
Payment: \$40.00
Change Due: \$10.00
Application: alex.antons
Inspector: peter.hernandez
Receipt: alex.antons


Cashier
7/21/20
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.


Signature of Owner or Applicant

7-21-20
Date

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

Date: July 02,2020

Grantor's name and address: David Saenz, not married, of 1186 Dyle Dr Brownfield,TX 79316

Grantee's name: Adam Lewis, married, of 610 E Eldora Rd Unit 78 Pharr, Tx 78577

For and in consideration of the sum of \$42,700.00, and other good and valuable consideration paid to David Saenz, not married, of 1186 Dyle Dr Brownfield,TX 79316, (the "Grantor") paid by Adam Lewis, married, of 610 E Eldora Rd Unit 78 Pharr, Tx 78577, (the "Grantee") the Grantor does grant, sell, and convey the following described property, with general warranty covenants, unto the Grantee as the sole tenant.

This conveyance includes all of the rights and appurtenances that belong to the property ownership and the Grantee may have and hold the property for him or herself and this conveyance inures to the Grantee, the Grantee's heirs, executors, administrators, successors or assigns forever.

I acknowledge receipt of the above consideration. This conveyance is subject to the reservations and exceptions to conveyance and warranty, if any, that are stated below.

- 1.Visible and apparent easements on or across the subject property ;
- 2.Rights of parties in possession;
- 3.Easement, 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 wells and fences situated in 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, or other matters emanating from an 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 the change in land usage or ownership;
- 10.The prior reservation or conveyance of all oil, gas, or other minerals previously reserved or conveyed by any parties having the right to do so.

SAVE and EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oils, 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.

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 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, expressed 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 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, (2) the nature or quality of construction, structural design and engineering of any improvements; (3) the quality of the labor and materials included in any improvements; or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (4) all warranties created by any affirmation of fact or promise or by any description of the property; (5) all other warranties and representations whatsoever, except the warranty 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.

The Grantor binds the Grantor and the Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to the Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty all of that certain tract or parcel of land described as follows:

Lot(s)17, Bandera Estates, Hidalgo County, Texas, according to the map recorded in Volume 27, page 191-A, Map records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

The Grantor grants, to have and to hold, all of the Grantor's right, title, and interest, if any, in and to the above described property and premises to the Grantee, and to the Grantee's assigns forever, so that neither the Grantor nor the Grantor's heirs, legal representatives, or assigns will have, claim, or demand any right or title to the property, premises, or appurtenances, or any part thereof.

This conveyance is made subject to any and all valid and subsisting or recorded restrictions, conditions and covenants, easements, rights-of-way, prescriptive rights, whether of record or not, reservations including but not limited to oil and gas leases, mineral severances, interests, and royalty rights, maintenance charges, together with any lien securing the maintenance charges, zoning laws, ordinances of municipal or other governmental agencies or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described above and as shown by the records of the county clerk of HIDALGO County.

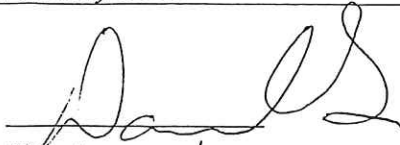
Words of any gender used in this Deed shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. If this Deed is executed by or to a corporation or trustee the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to the corporation or trustee, be construed to mean "successors and assigns."

The Grantor makes no warranty, express or implied, concerning the property's condition, need of repair, existence or absence of any defects, visible, hidden, latent or otherwise. The Grantor hereby disclaims any and all warranties, express or implied concerning the property's workmanship. The Grantor states that there are no implied warranties of any kind, including but not limited to warranties of merchantability or fitness for a particular purpose. The Grantor delivers the property to the Grantee "as is" and "with all faults."

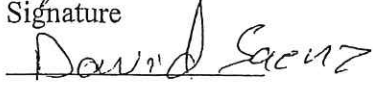
After recording return to: Adam Lewis, 610 E El Dora Rd Unit 78 Pharr, Texas 78577

IN WITNESS WHEREOF this deed was executed by the Grantor on this 02 day of July, 2020.

Signed in the presence of:



Signature



Name



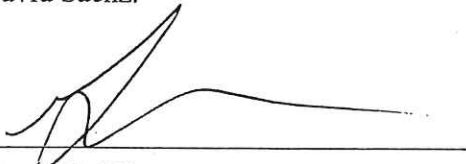
David Saenz

Grantor Acknowledgement

STATE OF TEXAS

COUNTY OF Hidalgo

This instrument was acknowledged before me on 3 day of July, 2020, by David Saenz.



Notary Public

My commission expires: 03/06/2021

