



PLANNING DEPARTMENT

Rev. 05-18-20

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
4-3546

Application No:

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: MACIEL
Manuel Maciel

Address: 9401

VIAVACA RD.

EDINBURG TX 76942

Phone: 956-708-1256

Approved by Environmental Health:	Temporary Service	Final Service
<u>MACIEL</u>	<u>MACIEL</u>	
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>08/05/2011</u>	<u>/ /</u>

Water Supplier: Alamo Supply

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

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

regarding the land described as:

Ranch 2-3 Ranchitos Escondidos Ph. 1-A
101#71

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; (Date approved 4/16/15);
- yes A plat has been reviewed and approved by the Commissioners Court; (verified by MACIEL);
- yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by MACIEL);
- 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; (verified by MACIEL);
- 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; (verified by MACIEL);
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by MACIEL);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



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Application No: 4-3546

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: Manuel Maciel *maciel*

Address: 9401 VIAVALA
RD EDINBURG TX, 76942
RD MACIEL

Phone: 956-708-1256

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

Ranchitos Escondidos Ph. 1-A lot # 71

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Manuel Maciel
Requesting Party (Signature)

8/5/20
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Copy of pmt.

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

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

8/5/2020
Date

[Signature]
County Official



Chapter 232, Texas Local Government Code

8/5/2020 9:14:11 AM

COUNTY OF HIDALGO
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Permit No.: Permit 4-3546
Receipt No.: 013606
R0941-1A-000-0071-00

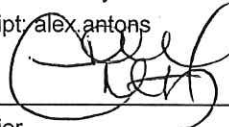
MACIEL MANUEL H. JR.
9401 VIZNAGA DR.
EDINBURG, TX 76942
(956) 708-1256
(956) 708-1256

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 29 Residential, move in or relocated building
- [4] Size of Structure: 500Sq.Ft.
- [5] Legal Description: RANCHITOS ESCONDIDOS PH 1-A LOT 71
- [6] Location: 2812 and cesar chavez
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$20000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340325D
Precinct: 4
Certification of Elevation Required: No
Setbacks: Front 85', Rear 30', Side 15', Side 15', Corner '
Special Conditions: must comply with all setbacks and regulations required by the hcpd
Description: Permit 4-3546
Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash
Check/M.O.#:
Payment: \$50.00
Change Due: \$20.00
Application: alex.antons
Inspector: danny.sanchez
Receipt: alex.antons



Cashier

8/5/20

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

8/5/20

Date

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

Special Warranty Deed with Vendor's Lien

1. Date: June 11, 2020
2. Grantor: CWL, Limited, a Texas Limited Partnership
3. Grantor's Mailing Address: 506 E. Canton, Edinburg, Hidalgo County, Texas 78539
4. Grantee: MANUEL HECTOR MACIEL, JR.
5. Grantee's Mailing Address: 10707 23rd Lane, McAllen, Hidalgo County, Texas 78504
6. Consideration: Ten and No/100THS (\$10.00) Dollars and other good and valuable consideration, 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 Seventy Four Thousand Four Hundred and No/100ths Dollars (\$74,400.00) payable to the order of Grantor 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 Alan D. Monroe, Trustee.
7. Property: Lot Seventy One (71), Ranchitos Escondidos Subdivision Phase 1-A, Hidalgo County, Texas, as per map or plat thereof recorded under Instrument No. 2603420, Map Records, Hidalgo County, Texas.
8. Reservations from Conveyance: Grantor reserves unto Grantor and Grantor's heirs, successors and/or assigns forever:
 - A. All water in and under and that may be produced from the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license, and all benefits from it.
 - B. All right, title and interests of the **minerals and mineral estate** owned by Grantor, including, but not limited to all executory rights, all oil, gas, sulphur and all other hydrocarbon substances, whether liquid, gaseous or solid, all fissionable minerals and materials, including, but not limited to, uranium, thorium, vanadium, molybdenum, rhenium, and all coal, lignite and other minerals and ores, whether known or unknown, and irrespective of the depth at which same may be found, and further, **without limitation** by the foregoing enumeration, **all other minerals and ores** of every kind and character, whether similar or dissimilar, **including** all minerals which may be produced or recovered by wells, bores, shafts, tunnels, open pits, strip or surface mines, or by any other methods, **even through such production** may damage or destroy the surface estate, together with the rights of **ingress and egress** in, on, over and upon said Property for the purpose of exploring, producing, mining, saving, storing, treating and marketing said minerals.
 - C. All rights to underground high temperature waters and other underground substances providing heat sources such as may now or hereafter be suitable for use in producing geothermal energy.

RE: Lot 71. Ranchitos Escondidos Subd Ph 1-A, recorded under Instrument No. 2603420, Map Rec Hid Cty, TX

- D. If the mineral estate and/or underground water estate, is subject to existing production or existing leases, this reservation includes the production, the leases, and all benefits from them. Grantor and Grantee agree that any lease of any of the oil, gas and other minerals herein retained shall expressly provide the lessee thereof shall pay and full and adequate compensation for all use by such lessee of the surface of the leased premises and for all damages caused by or resulting from the exploration for and production of such minerals. The provisions of the preceding sentence shall constitute covenants running with the minerals hereby retained, and shall be binding upon the heirs, successors and assigns of the parties hereto.
9. Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the Property, to-wit:
- a) Restrictive covenants recorded under Clerk's File No. 2629353, Official Records and Map Records, Hidalgo County, Texas.
 - b) All prior reservations of whatever nature, including, but not limited to prior reservations of oil, gas and other minerals in, on or under the land herein conveyed; all prior easements of record and visible easements; all prior leases of whatsoever nature; all rights of parties in possession; all prior liens; all covenants affecting any and all of said property; any discrepancies, conflicts or shortages in boundary lines, any encroachments or any overlapping of improvements; and all taxes for the current year and subsequent years.
 - c) Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 1.
 - d) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
 - e) Easements or claims of easements that are not recorded in the public records.
 - f) Any encroachment, encumbrance, violations, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
 - g) Standby fees and taxes for the year 2020 and subsequent years.
 - h) All lots are restricted to commercial and/or residential use. No multi-family units are allowed on any of the lots in this subdivision.
 - i) Those items set out on Exhibit "B" attached hereto and made a part hereof for all purposes;
10. Condition of the Property: This Property is sold in its present physical "As Is" condition as set out in Exhibit "A" hereto attached and made a part hereof for all purposes.
11. Prior Liens: None.
12. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, 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 (continue below):
13. Special Warranty of Title: 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.
14. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
15. Non-examination of Title: **NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

RE: Lot 71, Ranchitos Escondidos Subd Ph 1-A, recorded under Instrument No. 2603420, Map Rec Hid Cty, TX

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

17. Damages to the Surface Estate: By accepting this Deed, Grantee agrees that:

- A. The mineral estate may disturb, invade, trespass and/or use (by any other terminology) the surface estate as may be necessary for the development of the mineral estate.
- B. Grantee releases Grantor and Grantor's successor, heir and assigns [owners of the mineral estate] from any damages and/or claims of damages and/or compensation relating to such use, invasion, disturbance, and/or trespass (by any other terminology) by the mineral estate.
- C. Grantee will only seek damages and/or compensation from the Lessee of the mineral estate as to any such use, invasion and/or trespass and will defend and indemnify Grantor as to such damages and/or compensation.
- D. This provision applies to Grantee and Grantee's heirs, successors and/or assigns.

18. Signature:

CWL LIMITED
By: ~~THREE, L.L.C.~~

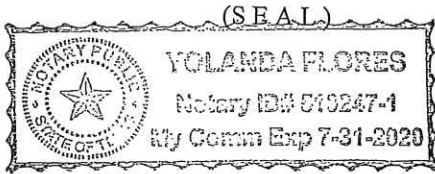
[Handwritten Signature]
By:

The State of Texas

(Acknowledgment) *Forrest Ruessels, Vice Pres*

County of Hidalgo

Vice Pres This instrument was acknowledged before me on the 11 day of June, 2020, by Forrest Ruessels of Three, L.L.C., a Texas Limited Liability Company, on behalf of such LLC., as General Partner of CWL, Ltd., a Texas Limited Partnership, on behalf of said partnership.



Yolanda Flores
 Notary Public, State of Texas
 My Commission Expires: 7-31-2020

Exhibit "A"

Grantee is accepting the property "As is", "where is" and "With all faults" and without any representation and/or warranty by Seller of any kind or character, express or implied, with respect to the property, (except those set out in the warranty of title) including, but not limited to: Zoning and tax consequences; Physical or environmental conditions; availability of access, ingress or egress; operating history or projections; Governmental approvals, governmental law and/or regulations; Things relating to or affecting the property, including, without limitation: (1) the value, condition, merchantability, marketability, profitability, habitability, suitability or fitness for a particular use or purpose of the property; (2) the manner or quality of the construction or materials incorporated into any of the property; (3) the manner, quality, and/or state of repair or lack of repair of the property; and (4) the performance of the work by contractors and consultants. **Further, Buyer hereby releases Seller from any and all past, present or future claims or causes of action whatsoever arising out of or related to any environmental condition on the property, including, but not limited to asbestos, water damage, lead paint and/or mold, even if such claims or causes of action arise from or are attributed to strict liability or the sole or concurrent negligence of Buyer, its agents, or representatives.**

Exhibit "B"

- A. Reservation and/or conveyance of all executory rights relating to any and all oil, gas, and other minerals, including but not limited to uranium, coal, lignite, caliche and any and all fissionable and nonfissionable minerals, as set forth in instrument(s) dated October 31, 1977, recorded in Volume 1553, Page 703, Deed Records, Hidalgo County, Texas.
- B. Mineral and/or royalty grant and/or reservation (including but not limited to oil, gas, sulphur and all other hydrocarbon substances, whether liquid, gaseous or solid, all fissionable minerals and materials, including but not limited to uranium, thorium, vanadium, molybdenum, rhenium, and all coal, lignite and other minerals or ores, irrespective of depth) and grant and/or reservation of rights to underground high temperature waters and other underground substances providing heat sources suitable for use in producing geothermal energy, as set forth in instrument(s) dated November 8, 1977, recorded in Volume 1553, Page 748, Deed Records, and dated November 23, 1977, recorded in Volume 1554, Page 30, Deed Records, Hidalgo County, Texas.
- C. Mineral and/or royalty grant and/or reservation in instrument dated December 16, 1999, recorded in Clerk's File No. 831865, Official Records, Hidalgo County, Texas
- D. Oil, Gas, and Mineral Lease dated February 3, 1938 recorded in Volume 505, Page 405, Oil and Gas Records, Hidalgo County, Texas.
- E. Easement Deed dated February 20, 1943, recorded in Volume 505, Page 331, Deed Records, Hidalgo County, Texas. (BLANKET)
- F. Easement and/or other rights, if any, as set forth in untitled instrument dated July 20, 1955, recorded in Volume 836 Page 528, Deed Records, Hidalgo County, Texas.
- G. Memorandum of Right of Way Easement dated June 13, 2005, recorded under Clerk's File NO. 1487856, Official Records, Hidalgo County, Texas.
- H. Memorandum of Right of Way Easement dated June 13, 2005, recorded under Clerk's File No. 1487857, Official Records, Hidalgo County, Texas
- I. Easement and/or other rights, if any, as set forth in Special Warranty Deed dated October __, 2013, recorded under Official Records, Hidalgo County, Texas.
- J. A 10.00 inch diesel/gasoline pipeline along the South boundary line - Nustar Logistics LP Gas Pipeline Co. (361-249-9417); a 30.00' gas easement to Magnolia Petroleum Pipeline Co., recorded in Volume 836, Page 528, Deed, Records, Hidalgo County, Texas, as shown the plat recorded under Instrument No. 2603420, Map records, Hidalgo County, Texas.