

PLANNING DEPT. PCT 1 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	RICARDO SOTO	1-3963
2.		
	COMM. COURT: OCTOBER 19 , 2021	



# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 05-18-20

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

Precinct No. 1 Substation  
1900 Joe Stephens Ave.  
Ste. A  
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: 1-3963

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

Upon the application of:

Name: Ricardo Soto

Address: 7901 Chapa South  
Red Mercedes TX  
78570

Phone: (956) 463-3738

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

Water Supplier: North Alamo Water

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:

Adams Tract S82.51' - N 66.4' - W 21.88 AC Ft 1102 A/K/A  
S 1/2 TR 131.33 AC GR 1.88 AC NET

[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



**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 LICENCE NUMBER.

**Date:** December 30, 2017

**GRANTOR:** Fred G. Karle

**GRANTOR'S MAILING ADDRESS:** P.O. Box 1064  
San Benito, Texas 78586  
Hidalgo County

**GRANTEE:** Ricardo Soto

**GRANTOR'S MAILING ADDRESS:** 7048 North FM 1015  
Mercedes, Tx. 78570  
Hidalgo County

**CONSIDERATION:** Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, 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 David Crook, Trustee

**PROPERTY DISCRPTION:** ALL THAT CERTAIN TRACT OF LAND SITUATED IN FARM TRACT 1102, ADAMSTRACT SUBDIVISION, HIDALGO COUNTY, TEXAS, DESCRIBED AS 2.657 ACRES, MORE OR LESS, IN DEED DATED OCTOBER 8, 1982, FROM CASIMIRO CHAPA TO LAURNTINA MUNOZ, IN VOLUME 1804, PAGE 883, DEED RECORDS OF HIDALGO COUNTY, TEXAS; SAVE & EXCEPT HOWEVER, THAT CERTAIN 1.33 ACRE TRACT DESCRIBED IN VOLUME 2765, PAGE 720, DEED RECORDS OF HIDALGO COUNTY, TEXAS, LEAVING HEREIN A RESIDUE OF 1.327 ACRES, MORE OR LESS.

**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 affects 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 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, and other matters recorded in Map Records, Hidalgo County, Texas.

**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 claim is by, through, or under Grantor, but not otherwise.

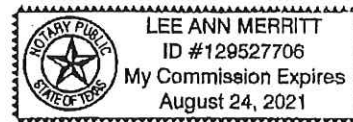
By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of the Grantor and Grantee to expressly negate and exclude all representations 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 Note is fully paid per its terms, at which time this deed shall become absolute.

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



\_\_\_\_\_  
Fred Karle



(Acknowledgment)

State of Texas  
County of Hidalgo

This instrument was acknowledged before me on the 30 day of December, 2017 by **Fred Karle**.

Lee Ann Merritt  
Notary Public, State of Texas

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117107

2/5

WARRANTY DEED (LONG FORM)

THE STATE OF TEXAS
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That LAURENTINA LOPEZ MUNOZ, P.O. Box 8145, Weslaco, Texas 78596

of the County of Hidalgo and State of Texas for and in consideration of the sum of One (\$1.00) Dollar and the love and affection shown me by my son, the receipt of which is hereby acknowledged and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

Tract 1, being a 1.33 acre tract out of a 2.657 acre tract out of Farm Tract 1102, Adams Tract Subdivision, Hidalgo County, Texas, as per plat recorded in Volume 2, Pages 34-37, Map Records of Hidalgo County, Texas, said 1.33 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner hereof, said Northwest corner being located South 00° 31' 31" West 495.03 feet with the West boundary line of F.T. 1102 from a one-half (1/2) inch diameter iron rod found at the Northwest corner of F.T. 1102;

THENCE East, at 6.59 feet pass a five-eighths (5/8) inch diameter iron rod set on line, at 650.59 pass a bolt found at the West R.O.W. of Road Easement, at 700.59 feet in all to the Northeast corner hereof;

THENCE South 82.5 feet with the East R.O.W. of said Road Easement to the Southeast corner hereof;

THENCE West, at 50.0 feet pass a five-eighths (5/8) inch diameter iron rod set at the West R.O.W. of said Road Easement, at 694.0 feet pass a five-eighths (5/8) inch diameter iron rod set on line, at 701.34 feet in all to the Southwest corner hereof;

THENCE North 00° 31' 31" East 82.5 feet with the West boundary line of said F.T. 1102 to the PLACE OF BEGINNING, containing 1.33 acres, more or less.

NOTE: The East 50.0 feet are reserved for a Road Easement.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto my son LUIS JESUS LOPEZ MUNOZ, Rt. 1, Box 80-D, Mercedes, Texas 78570

of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:



(Acknowledgment)  
 STATE OF TEXAS }  
 COUNTY OF \_\_\_\_\_  
 This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_  
 by \_\_\_\_\_  
 My commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public, State of Texas  
 Notary's printed name:

(Acknowledgment)  
 STATE OF TEXAS }  
 COUNTY OF \_\_\_\_\_  
 This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 by \_\_\_\_\_  
 My commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public, State of Texas  
 Notary's printed name:

(Corporate Acknowledgment)  
 STATE OF TEXAS }  
 COUNTY OF \_\_\_\_\_  
 This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
 by \_\_\_\_\_  
 of \_\_\_\_\_  
 a \_\_\_\_\_ corporation, on behalf of said corporation.  
 My commission expires: \_\_\_\_\_  
 \_\_\_\_\_  
 Notary Public, State of Texas  
 Notary's printed name:

2004  
 Warrant Filed  
 (Long Form)  
 \* FILED FOR RECORDED \*  
 '89 JUN 6 PM 1 15  
 LUIS JESUS WREZAN MUNOZ  
 COUNTY CLERK  
 HIDALGO COUNTY TEXAS

WHEN RECORDED RETURN TO  
 Luis Jesus Lopez Munoz  
 Rt. 1, Box 80-D  
 Mercedes, Texas 78570  
 The Odor Company, Dallas, TX 75238



Chapter 232, Texas Local Government Code

1/12/2021 1:54:13 PM

COUNTY OF HIDALGO  
PLANNING DEPARTMENT

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

Permit No.: Permit 1-3963  
Receipt No.: 016050  
A0800-00-000-1102-13

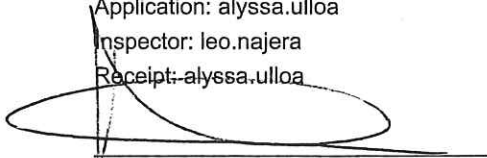
SOTO RICARDO  
7048 N FM 1015  
MERCEDES, TX 78570  
(956) 463-3738  
(956) 463-3738

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 26 Residential, new, 2 family - Duplex
- [4] Size of Structure: 1400Sq.Ft.
- [5] Legal Description: ADAMS TRACT S82.51'-N660.4'-W21.28AC  
FT 1102 A/K/A S 1/2 TR 13 1.33AC GR 1.28AC NET
- [6] Location: fm 1015 & mile 12 1/2
- [7] Sewage: N/A
- [8] Construction Type: Metal
- [9] Est. Cost of Construction: \$75000
- [10] Flood Zone: Zone AE

Community Panel Number: 4803340425C  
Precinct: 1  
Certification of Elevation Required: Yes  
Setbacks: Front 50', Rear 15', Side 6', Side 6', Corner '  
Special Conditions: must comply with all county setbacks & regulations: BFE 60.00  
Description: Permit 1-3963  
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: leo.najera  
Receipt: alyssa.ulloa

  
Cashier

1/12/21  
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

1-12-21  
Date