

PLANNING DEPT. PCTS 1 CERTIFICATE OF PLAT & UTILITY STATUS

	APPLICANT	APPLICATION NO.
1.	RUBEN LOPEZ	1-5589
2.		
3.		
	COMM. COURT: MARCH 22, 2022	



PLANNING DEPARTMENT

County of Hidalgo

Rev. 05-18-20

Main Office
1304 South 25th 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: 1-5589

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: RUBEN LOPEZ

Address: 2310 N. PHOEBE DR.
WESLACO, TX. 78599

Phone: (956) 373-4911

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

Water Supplier: MAWS

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

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

regarding the land described as:

Eagles nest estate lot 2 lot 6 Blk 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 3-18-2009);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

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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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: RUBEN LOPEZ

Address: 2310 N. PHOEBE DR.
WESLACO, TX. 78599

Phone: _____

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

EAGLE NEST ESTATES UT 2 LOT 6 BLK 3

MILE 6 1/2 W. & MILE 10 N.

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Ruben Lopez
Requesting Party (Signature)

3/8/22
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:

3/8/22
Date

[Signature]
County Official

WARRANTY DEED WITH VENDOR'S LIEN

DATE: March 25, 2002

GRANTOR: Tony Barbosa and wife Lidia Barbosa

GRANTOR'S MAILING ADDRESS (including County): 2602 Sugarcane Road, Weslaco, Hidalgo County, Texas 78596

GRANTEE: Ruben Lopez and Beatriz Lopez

GRANTEE'S MAILING ADDRESS (including County): 2310 North Phoebe Street, Weslaco, Hidalgo County, Texas 78596

CONSIDERATION: Ten and 00/100ths Dollars (\$10.00) and a note of even date that is in the principal amount of **FOURTEEN THOUSAND FIVE HUNDRED AND 00/100THS (\$14,500.00) DOLLARS** and is executed by Grantee, payable to the order of Grantor. It is further secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Baldemar Cano, Jr., Trustee.

PROPERTY (including Any Improvement):

Lot Six (6), Block Three (3), Eagle's Nest Estates Subdivision, Unit II, Farm Tract 213 of the West and Adams Tract Subdivision, recorded in Volume 39 Page 108-111 of the Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference is here made for all purposes.

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 rights 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.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. **SUBJECT TO** all mineral reservations, if any, of record;
2. **SUBJECT TO** oil and gas leases, if any, of record;
3. **SUBJECT TO** easements and building restrictions and conditions, if any, of record;
4. **SUBJECT TO** all easements, rules, regulations and rights in favor of a water improvement district, if any, of record;
5. **SUBJECT TO** all visible easements, if any;
6. **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 extra-territorial jurisdiction of said property;

7. **SUBJECT TO** easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property;
8. **SUBJECT TO** the following restrictions of record in the Office of the County Clerk, Hidalgo County, Texas:
- A. Purchaser must secure a building permit from the County of Hidalgo, before construction commences.
 - B. All lots are to be used only for Single Residential purposes. Only a one (1) family residence may be built on the lot. No home/structure/building may be moved onto a lot. **SAVE AND EXCEPT** Lot 11, Block 2 and Lot 2, Block 9, which are zoned for commercial purposes
 - C. No lot, street, drainage ditch or easement may be used as a parking lot for cars, eighteen wheelers, boats or any other type of vehicle either temporarily or permanently.
 - D. No lot may be subdivided to create smaller lots.
 - E. Only a single family residence may be built on the lot. Each home must have a minimum of nine hundred (900') square feet of living area. The living area does not include the garage, carport, stoop, porch, laundry facility or storage room.
 - F. All homes must be built of new materials consisting of block, brick, wood or a combination thereof.
 - G. Block and frame homes must have the exterior walls painted, prior to occupancy. All exterior openings to each home must be sealed with doors, windows, or proper equipment prior to occupancy. Homes must be completed on the exterior, prior to occupancy.
 - H. Foundations of concrete slabs or wood must be installed prior to occupancy. All foundations must be in compliance with the rules and regulations of the County of Hidalgo.
 - I. Each home must have at least one (1) bathroom facility, completely installed and working, prior to occupancy.
 - J. Home must have raised roofs. Homes with Flat roofs are not permitted.
 - K. Any home or part thereof, including, but not limited to, a porch, garage, or carport must be placed at least twenty-five (25') feet from the front lot line, at least ten (10') feet from both sides lot lines, and at least twenty (20') feet from the back lot line.
 - L. Each home must have electricity and potable water in operation prior to occupancy.
 - M. Purchaser must install a meter box to service home with electricity, which is in compliance with the rules and regulations of Magic Valley Electric Cooperative. The meter box must be placed on the side of the home that will be least costly for Magic Valley Electric Cooperative to service the home.
 - N. Purchaser must keep the lot, easement, and drainage ditches which run along the property in good repair and condition. Maintenance and appearance of the lot, easement and drainage ditches shall be neat and clean. Vegetation, weeds and/or brush may grow no taller than ten (10") inches. If vegetation, weeds and/or brush is excessive in growth, seller may refuse payments on the lot, until all excessive vegetation, weeds and/or brush is cut and meets with the seller's approval. Seller may, but not being obligated to do so, cut excessive vegetation, weeds and/or brush. Purchaser will reimburse seller all costs, incurred with cutting the excessive vegetation, weeds and/or brush. The minimum fee is One Hundred and no/100ths (\$100.00) Dollars.

- O. Purchaser will keep the lot, street, drainage ditch and easement, clean and free of abandoned property, junk, wanted or unwanted items, including but not limited to, appliances, campers, construction materials, pallets, household furniture, clothing and parts thereof.
- P. All rubbish, trash, garbage, vegetation, wanted or unwanted items, must be disposed of or picked up by a waste management company. No outside burning of wanted or unwanted items of any kind is permitted on the lot, street, drainage ditch or easement of the subdivision.
- Q. No structure of a temporary character such as, but not limited to a bus, basement, tent, lean-to, shack, barn, garage, or other out building shall be placed or constructed on any lot, street, drainage ditch or easement in the subdivision or used as a dwelling or a residence either temporarily or permanently.
- R. New Mobile Homes with two or more bedrooms will be allowed but developer must give approval before mobile home is moved onto the lot.
- S. Any fence constructed on the lot must be constructed of new block, brick, cedar or hurricane (cyclone) material. All block fences must be painted or stuccoed, within seven (7) days of construction. Cedar fences may be painted, stained or left in their natural state.
- T. Purchaser of lots must contract with private or public waste materials company to pick up their trash in a timely and orderly manner. Two or three owners may join together for this matter.
- U. No more than four (4) working vehicles are permitted on the lot, street, drainage ditch or easement of the subdivision.
- V. Vehicles that are non-operational for a period of fourteen (14) days or more, are not permitted on the lot, street, drainage ditch or easement of the subdivision.
- W. Farm animals such as but not limited to cows, horses, ostriches, chickens, roosters, pigs, ducks, rabbits, sheep, or goats, can not be kept or bred for commercial or personal purposes on the lot, street, drainage ditch, or any easement of the subdivision.
- X. Businesses such as, but not limited to a convenience store, mini store, taco stand, restaurant, tavern bar, dance hall, church, non-profit organization, garage sale, yard sale, workshop for the repair of tires, televisions, automobiles, refrigerators, VCR's or air conditioners are not permitted on the lot, street, drainage ditch or any easement of the subdivision. The selling or repairing of any item is not permitted on the lot, street, drainage ditch, or any easement of the subdivision. **SAVE AND EXCEPT** Lot 11, Block 2 and Lot 2, Block 9, which are zoned for commercial purposes
- Y. A street, pathway, alley, crossover, or any type of connecting path between any two (2) pieces of land, which vehicles may create or use, is not permitted on any lot, street, drainage ditch or easement of the subdivision. This pertains to lots connecting with each other in the subdivision, or lots connecting with any other lands.
- AA. No vehicles will be permitted to park in the streets during the evening hours, over the weekend or overnight. Eighteen (18) wheelers and large gravel vehicles will not be permitted in the subdivision, other than for deliveries.
- BB. It is expressly granted to developers exclusively to maintain an office in the subdivision for the purpose of selling lots and collecting amounts due thereof for as long as developers are in the business of developing lands.

GENERAL PROVISIONS:

- A. All easements for the installation and maintenance of utilities and irrigations facilities are reserved for same. Right of the use for ingress and egress shall be had at all times over any easement for the repair, removal, installation, operation, or maintenance of any utility together with the right to remove any obstructions that may be placed in such easement which would interfere with the use, maintenance, operation or installation of such utility. A utility company, irrigation district or other authorized entity, its agents, employees or assigns shall not be liable for any damage done by them to trees, shrubbery, flowers, fences, septic tank systems or other property situated within any such easements.
- B. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these amended covenants are recorded, after which time all covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said amended covenants in part or whole.
- C. Enforcement shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.
- D. Invalidation of any one of these amended covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

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. Grantors 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 conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

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:

- 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 improvement;**
- 4) **The soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise;**
- 5) **All warranties created by any affirmation of fact or promise or by any description of the property, and;**

6) All other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

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

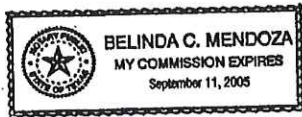
NO TITLE EXAMINATION OR TAX EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE OR TAXES TO THIS PROPERTY.

Tony Barbosa
Tony Barbosa

Lidia Barbosa
Lidia Barbosa

STATE OF TEXAS §
 § (ACKNOWLEDGMENT)
COUNTY OF HIDALGO §

This instrument was acknowledged before me by Tony Barbosa and Lidia Barbosa on this 25th day of March, 2002.



Belinda C. Mendoza
Notary Public Hidalgo County, State of Texas
Commission Expires: September 11, 2005
Name of Notary: Belinda C. Mendoza

AFTER FILING, RETURN TO:
Ruben & Beatriz Lopez
c/o Tony & Lidia Barbosa
2602 Sugarcane Road
Weslaco, Texas 78596

PREPARED IN THE LAW OFFICE OF:
Baldemar Cano, Jr.
217 South Cage
Pharr, Texas 78577
(956) 787-8523

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk

On: Mar 27, 2002 at 02:53p

As a Recording

Document Number: 1065665
Total Fees : \$2.00

Receipt Number - 410036
By
Imelda Leal, Deputy



Chapter 232, Texas Local Government Code
COUNTY OF HIDALGO
PLANNING DEPARTMENT

2/22/2022 12:29:11 PM

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
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Permit No.: Permit 1-5589
 Receipt No.: 022385
 E0155-02-003-0006-00

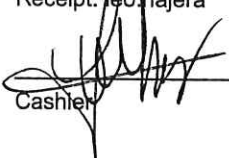
LOPEZ RUBEN & BEATRIZ
 2310 PHOEBIE DR
 WESLACO, TX 78599
 (956) 373-4911
 (956) 373-4911

- [1] Contractor: self
- [2] Water System: North Alamo WSC
- [3] Class of Work: 25 Residential, new, Single Family Dwelling
- [4] Size of Structure: 1925Sq.Ft.
- [5] Legal Description: EAGLE'S NEST ESTATES UT 2 LOT 6 BLK
3
- [6] Location: MILE 6 1/2 W. & MILE 10 N.
- [7] Sewage: N/A
- [8] Construction Type: Block
- [9] Est. Cost of Construction: \$62000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340450C
 Precinct: 1
 Certification of Elevation Required: No
 Setbacks: Front 25', Rear 25', Side 6', Side ', Corner 15'
 Special Conditions: MUST COMPLY WITH ALL COUNTY
 SETBACKS & REGULATIONS
 Description: Permit 1-5589
 Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash
 Check/M.O.#:
 Payment: \$30.00
 Change Due: \$0.00
 Application: leo.najera
 Inspector: gilbert.pecina
 Receipt: leo.najera



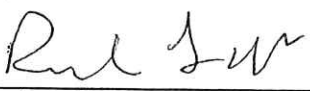
 Cashier



 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

2/22/22

 Date