



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
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: 1-6102

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 Gomez

Address: 5408 Montana
Dr. Mercedes TX

Phone: 956-351-8020

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

Water Supplier: North Alamog

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

Account/ESI No.: 1000057283

[] Temporary Pole [] Permanent Service

regarding the land described as:

Colonia Lucero del Norte Lot 47

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

- ys A plat has been prepared; (Date approved 11.5.2007);
- ys A plat has been reviewed and approved by the Commissioners Court; (verified by HS);
- ys 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 HS);
- 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 HS);
- ys 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 HS);
- ys electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by HS);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date

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T.J. Arredondo, CFM
Director of Planning

Application No: 1-6102

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 Gomez

Address: 5408 Montaner Dr
Mercedes TX

Phone: 956-351-8020

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

Colonia Lucero Del Norte Lot 47

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 Gomez
Requesting Party (Signature)

07/28/22
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:

7/28/2022
Date

[Signature]
County Official

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.

2159084

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 07, 2010

Grantor: **FIVE L DEVELOPMENT, Ltd., a Texas Limited Partnership, acting by and through its General Partner, CK FINANCIAL SERVICES, INC., a Texas Corporation**

Grantor's Mailing Address (including county): **P. O. Box 631
Mission, Texas 78573
Hidalgo County**

Grantee: **MARIO GOMEZ and RUBEN GOMEZ**

Grantee's Mailing Address (including county): **P.O. Box 1317
Edcouch, Texas 78538
Hidalgo County**

Consideration: TEN AND NO/100THS DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, 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 (the "Purchase Note") of even date herewith, in the principal sum of TWENTY-FOUR THOUSAND AND NO/100THS DOLLARS, (\$24,000.00) payable to the order of Grantor in monthly installments 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 LOUIS C. BROWN, Trustee.

Property (including any improvements):

Lot Forty-Seven (47), COLONIA LUCERO DEL NORTE SUBDIVISION Hidalgo County, Texas, according to Re-Plat Map recorded in Volume 54, Page 63, Map Records of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 15, 2005, which is described in and secured by a Deed of Trust filed for record under Document No. 1527360, of the Official Records of Hidalgo County, Texas. Maker of said prior note, shall have the exclusive right to renew, extend, alter, and have transferred, said note and liens without the consent of Grantee herein. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. The prior reservations or conveyance of all oil, gas and other minerals, which have heretofore been reserved or conveyed by prior grantors;
3. Easements of record and all visible easements;
4. Oil, gas and mineral reservations of record;
5. All valid oil, gas and mineral leases of record;
6. Building restrictions and restrictive covenants of record;
7. Requirements, conditions, reservations, restrictions, minimum floor elevations, setback lines, and easements as shown on the map of said subdivision;
8. Taxes for the current year and all subsequent years, payment of which are expressly assumed by the Grantee herein;
9. Blanket easements, rules, regulations and rights in favor of Hidalgo and Cameron Counties Water Control and Improvement District No. 9 and easements and restrictions as shown on the recorded map of the above described subdivision;
10. 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;

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 hereby 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.

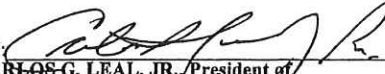
Grantor has executed and delivered this Deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this Deed and has purchased the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or 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 described 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, and plural nouns and pronouns include the singular.

FIVE L DEVELOPMENT, Ltd., a Texas Limited Partnership,

BY: CK FINANCIAL SERVICES, INC., its General Partner

BY: 
CARLOS G. LEAL, JR., President of CK FINANCIAL SERVICES, INC., General Partner of FIVE L DEVELOPMENT, Ltd.

No title examination was requested in connection with the preparation of this document, nor was any made. The preparer expresses no opinion as to title to this property or as to taxes on this property.

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the ____ day of _____, 20 __, by

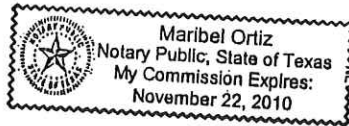
Notary Public, State of Texas
Notary's name (printed):

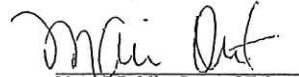
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 2nd day of Nov., 2010, by **CARLOS G. LEAL, JR., President of CK FINANCIAL SERVICES, INC.,** a Texas corporation, on behalf of said corporation, in its capacity as the sole General Partner of FIVE L DEVELOPMENT, Ltd., a Texas Limited Partnership, on behalf of said Partnership.





Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:
FIVE L DEVELOPMENT, Ltd.
P. O. Box 631
Mission, Texas 78573

PREPARED IN THE LAW OFFICE OF:



COUNTY OF HIDALGO
PLANNING DEPARTMENT

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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 1-6102
Receipt No.: 024169
C7380-00-000-0047-00

GOMEZ MARIO & RUBEN
PO BOX 1317
EDCOUCH, TX 78538
(956) 351-8020
(956) 351-8020

- [1] Contractor: self
- [2] Water System: North Alamo WSC
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 256Sq.Ft.
- [5] Legal Description: COLONIA LUCERO DEL NORTE PH 1 LOT 47 - AMENDED
- [6] Location: mile 2 & mile 11
- [7] Sewage: N/A
- [8] Construction Type: Metal
- [9] Est. Cost of Construction: \$15000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340450C
Precinct: 1
Certification of Elevation Required: No
Setbacks: Front 25', Rear 25', Side 6', Side 6', Corner '
Special Conditions: must comply with all county setbacks & regulations
Description: Permit 1-6102
Price: \$30.00

Total Amount.....\$30.00

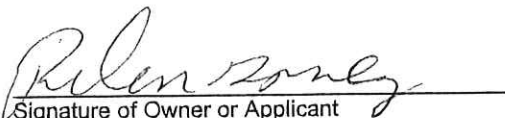
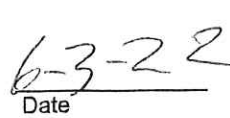
Method of Payment: Cash
Check/M.O.#:
Payment: \$30.00
Change Due: \$0.00
Application: leo.najera
Inspector: lep.najera
Receipt: leo.najera


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

Date