

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Oscar Garza & Nicolette Rodriguez	4-5565
2.		
	COMM. COURT: SEPTEMBER 27, 2022	



# PLANNING DEPARTMENT

Rev. 6-14-22

## County of Hidalgo

Main Office  
2818 S. Business 281  
Edinburg, Texas 78539  
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: 4-55605

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

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	<i>[Signature]</i>	<i>[Signature]</i>
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	<u>9/20/22</u>	<u>   /   /   </u>

Name: Nicolette Rodriguez

Oscar Garcia

Address: 510 N. Cesar Chavez Rd

Edinburg Ta 78542

Phone: (956) 742-9039

Water Supplier: North Alamo Water Co.

Utility Provider:  M.V.E.C.       AEP

Account/ESI No.: 1000060226  
 Temporary Pole       Permanent Service

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

Santa Cruz Gardens #2 SQ. 70AC -  
W5.40AC Lot 3 BIK63 2.61 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 September 27, 2022, 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.~~

[Signature]  
Planning Department Authorized Signature

\_\_\_\_\_  
Hidalgo County Judge

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Hidalgo County Clerk

\_\_\_\_\_  
Date



# PLANNING DEPARTMENT

Rev. 05-18-20

## County of Hidalgo

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: 4-5565

### 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

Oscar M. Garcia

Known to me [or proved to me in the oath of TX DL# or through  
(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:

5110 N. Cesar Chavez Rd Edinburg, TX.

Santa Cruz Fender # 2 52.70 AC - WS. 40 AC lot 3 Blk 63 2.61 AC net.  
[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]

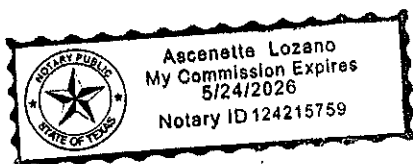
~~3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."~~

-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."

[Signature] (Signature)

SUBSCRIBED AND SWORN TO before me on 8-31, 2020, to certify which, witnesses my hand and seal of office.



[Signature]  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



COUNTY OF HIDALGO  
PLANNING DEPARTMENT

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
1304 South 25th Street Edinburg, Texas 78542 Ph: 956-318-2840 Fax: 956-318-2844	1902 Joe Stephens Ave. Weslaco, Texas 78596 Ph: 956-968-4734 Fax: 956-973-7850	2401 N. Moorefield Rd. Mission, Texas 78572 Ph: 956-205-7045 Fax: 956-205-7049

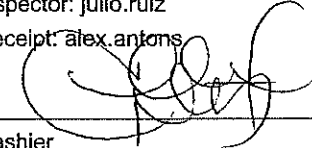
Permit No.: Permit 4-5565  
Receipt No.: 021724  
S1700-02-063-0003-08

- GARCIA OSCAR M. & RODRIGUEZ NICOLETTE  
6120 N. EXPRESSWAY 281  
EDINBURG, TX 78542  
(956) 971-8705  
(956) 971-8705
- [1] Contractor: SELF
  - [2] Water System: North Alamo WSC
  - [3] Class of Work: 25 Residential, new, Single Family Dwelling
  - [4] Size of Structure: 2651Sq.Ft.
  - [5] Legal Description: SANTA CRUZ GARDENS #2 S2.70AC-W5.40AC LOT 3 BLK 63 2.61AC NET
  - [6] Location: CESAR CHAVEZ & DAVIS RD
  - [7] Sewage: N/A
  - [8] Construction Type: Wood
  - [9] Est. Cost of Construction: \$161000
  - [10] Flood Zone: Zone AE

Community Panel Number: 4803340325D  
Precinct: 4  
Certification of Elevation Required: Yes  
Setbacks: Front 50', Rear 15', Side S.30', Side N.6', Corner '  
Special Conditions: MUST COMPLY WITH ALL COUNTY SETBACKS AND REGULATIONS  
Description: Permit 4-5565  
Price: \$30.00

**Total Amount.....\$30.00**

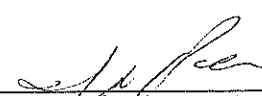
Method of Payment: Check  
Check/M.O.#: 11530  
Payment: \$30.00  
Change Due: \$0.00  
Application: alex.antons  
Inspector: julio.ruiz  
Receipt: alex.antons

  
\_\_\_\_\_  
Cashier

1/10/22  
\_\_\_\_\_  
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

1/10/22  
\_\_\_\_\_  
Date

CHARGE: VLTC  
GF# 174561 / MB

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 WITH VENDOR'S LIEN

Date: September 8, 2021

Grantor: VINCENT A. CANTU and wife, NILDA F. CANTU

Grantor's Mailing Address: P.O. Box 3721  
Edinburg, Texas 78540

Grantee: OSCAR MATTHEW GARCIA, a single man, and  
NICOLETTE RODRIGUEZ, a single woman

Grantee's Mailing Address: 5110 N. Cesar Chavez Road  
Edinburg, Texas 78542

Consideration:

TEN AND NO/100THS DOLLARS (\$10.00) and a note of even date executed by Grantee and payable to the order of AMCAP MORTGAGE, LTD. d/b/a GOLD FINANCIAL SERVICES in the principal amount of THREE HUNDRED TWENTY FOUR THOUSAND TWENTY TWO AND NO/100THS DOLLARS (\$324,022.00), of which, ONE HUNDRED FIFTEEN THOUSAND AND NO/100THS DOLLARS (\$115,000.00) represents funds advanced towards the purchase price for the property herein secured. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of AMCAP MORTGAGE, LTD. d/b/a GOLD FINANCIAL SERVICES and by a first-lien deed of trust of even date from Grantee to RICHARD A. RAMIREZ, Trustee.

Property (including any improvements):

The South 1/2 of the West 1/2 of Lot 3, Block 63, SANTA CRUZ GARDENS UNIT NO. 2, Hidalgo County, Texas, according to the amended map recorded in Volume 8, Pages 28-29, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations to Conveyance: NONE.

Exceptions from Conveyance and Warranty:

1. Easements, rules, regulations and rights in favor of Santa Cruz Irrigations District No. 15.
2. Roads, easements and reservations as shown on the amended map of Santa Cruz Gardens Unit No. 2, recorded in Volume 8, Pages 28-29, Map Records of Hidalgo County, Texas.
3. Right of Way Easement in favor of Magnolia Petroleum Company as shown by instrument dated March 23, 1959, recorded in Volume 942, Page 165, Deed Records of Hidalgo County, Texas.
4. Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, dated March 15, 1944, by and between Santa Cruz Farms Corp., as Lessor, and Magnolia Petroleum Company, as Lessee, recorded in Volume 54, Page 93, Oil and Gas Records of Hidalgo County, Texas.
5. Mineral and/or royalty reservation contained in deed dated December 12, 1945, recorded in Volume 597, Page 523, Deed Records and dated October 31, 2006, filed November 21, 2006 under Document Number 2006-1689803, Official Records of Hidalgo County, Texas.

- 6. Any claim or allegation that the land was or is to be conveyed in violation of state statutes or any county or municipal ordinances requiring the platting of the land or affecting subdivisions, or any loss of the use of the land by reason thereof.
- 7. Visible and apparent easements on or across the property herein described.
- 8. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway.
- 9. Standby fees, taxes and assessments by any taxing authority for the year 2021, and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.


As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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 will become absolute.

AMCAP MORTGAGE, LTD. d/b/a GOLD FINANCIAL SERVICES, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of AMCAP MORTGAGE, LTD. d/b/a GOLD FINANCIAL SERVICES and are transferred to AMCAP MORTGAGE, LTD. d/b/a GOLD FINANCIAL SERVICES without recourse against Grantor.

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

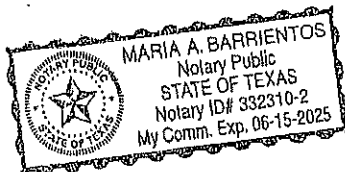
  
 \_\_\_\_\_  
 VINCENT A. CANTU

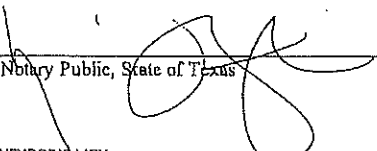
  
 \_\_\_\_\_  
 NILDA F. CANTU

STATE OF TEXAS                    §            /

COUNTY OF HIDALGO            §

This instrument was acknowledged before me on this 8 day of September, 2021, by VINCENT A. CANTU.

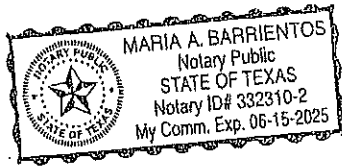


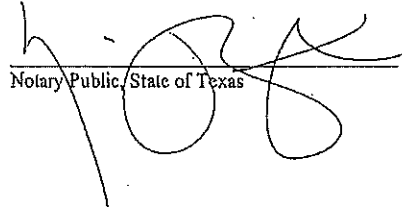
  
 \_\_\_\_\_  
 Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this 8 day of September, 2021, by NILDA F. CANTU.



  
Notary Public, State of Texas

PREPARED IN THE LAW OFFICE OF:  
JEFFERSON A. CRABB / vm  
6013 N. 10<sup>th</sup> Street/P.O. Box 720032  
McAllen, Texas 78504

AFTER RECORDING RETURN TO:  
OSCAR MATTHEW GARCIA  
NICOLETTE RODRIGUEZ  
5110 N. Cesar Chavez Road  
Edinburg, Texas 78542

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 LICENSE NUMBER.

**General Warranty Deed**

**Date:** October 31, 2006

**Grantor:** Margaret Barnes as Trustee for the Yodaforu Trust

**Grantor's Mailing Address:**  
1102 Fieldcrest Ave.  
Centralia, WA 98531

**Grantee:** Vincent A. Cantu and Nilda F. Cantu  
**Grantee's Mailing Address:**

P.O. Box 3721  
Edinburg, TX 78540  
Hidalgo County

**Consideration:**

Cash and other good and valuable consideration.

**Property (including any improvements):**

The South  $\frac{1}{2}$  of the West  $\frac{1}{2}$  of Lot No. Three (3) in Block Sixty-three (63), Santa Cruz Gardens Unit No. Two (2), being a resubdivision of the Santa Cruz Ranch, according to the map or plat of said subdivision now appearing of record in the office of the County Clerk of said Hidalgo County, Texas, reference to which record is here made for all purposes.

SAVE AND EXCEPT any and all oil, gas and/or other minerals underlying said lands, together with the right of ingress and egress for the purpose of prospecting for and removing same, EXCEPT there is hereby conveyed to grantees one-eighth (1/8) of customary one-eighth (1/8) non participating royalty interest.

**Reservations from Conveyance:**

Subject to taxes for 2006 and subsequent years;

Subject to any and all of the rights, regulations, easements, contract and liens of any water or irrigation district in which the property herein conveyed is located;

Subject to any and all restrictions, covenants, conditions and easements relating to the property but only to the extent they are still in effect and shown of record in the above-mentioned County and State.

Subject to any and all zoning laws, regulations and ordinances of municipal and/or other governmental authority relating to the property, but only to the extent that they are still in effect;

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2006, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a

particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

Margaret Barnes  
Margaret Barnes as Trustee for the  
YODAFORU TRUST

STATE OF WASHINGTON	§
	§
COUNTY OF LEWIS	§

This instrument was acknowledged before me on 2006, by MARGARET BARNES, as Trustee for the YODAFORU TRUST.

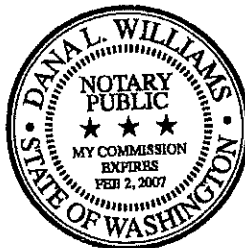
Dana L. Williams  
Notary Public Dana L. Williams

PREPARED IN THE OFFICE OF:

WILLIAM D. PEISEN  
4430 S. McColl Road  
Edinburg, Texas 78539  
(956) 664-2963

AFTER RECORDING RETURN TO:

Vincent Cantu  
P.O. Box 3721  
Edinburg, Texas 78540



p  
5

## 1 UNCONDITIONAL LAND SALES CONTRACT WHICH MAY LAPSE INTO A LEASE THAT TERMINATES

2  
3 This Contract made this 4th day of March, 1989 between YODAFORU TRUST  
4 hereinafter called Seller-Lessor, and VINCENT A. CANTU & NILDA F. CANTU  
5 hereinafter called Buyer-Lessee. WITNESSETH: that the Seller-Lessor agrees  
6 to sell and on delinquency of payment as noted below Lease to Buyer-Lessee  
7 and Buyer-Lessor agrees to buy and on delinquency of payment as noted below  
8 Lease the following described Real Estate, with appurtenances, in Hidalgo  
9 County, State of Texas: The So.  $\frac{1}{4}$  of the West  $\frac{1}{4}$  of Lot no. 3 in Block # (63)  
10 Sixty Three, Santa Cruz Gardens Unit No. Two (2), being a resubdivision of  
11 the Santa Cruz Ranch, according to the map or plat of said subdivision now  
12 appearing of record in the office of the County Clerk of said Hidalgo  
13 County, Texas, said land including the parts thereof underlying roadways,  
14 Canal rights-of-way and drainage ditches, these easements and other ease-  
15 ments for which have heretofore been reserved; SAVE AND EXCEPT any and all  
16 oil, gas and/or other minerals underlying said lands, together with the  
17 right of ingress and egress for the purpose of prospecting for and removing  
18 same, EXCEPT there is hereby conveyed to grantees one-eighth (1/8) of the  
19 customary one-eighth (1/8) non participating royalty interest. Conveyance  
20 being made subject to the following: Easements, rules, regulations, rights  
21 & liens in favor of Hidalgo Water Control and Improvement District No.  
22 Fifteen. Easements for Oil and/or Gas pipelines, any valid oil, gas and  
23 mineral lease of record, and any Easement mentioned later in this contract.  
24 the terms and conditions of this contract are as follows: The contract  
25 writing fee in the amount of \$80.00 -----has been paid  
26 and the Purchase Price is \$8,000.00----- and shall be  
27 paid as follows: \$80.00 - - each and every month on the 4th day  
28 of the month starting on the 4th day of April, 1989 - - - - -  
29 and continuing till all the principle and interest has been fully paid.  
30 Buyer-Lessee further agrees to pay interest on the diminishing balance of  
31 said purchase price at the rate of 11.62709497% per annum from the 4th day  
32 of March 1989 which interest shall be deducted from each  
33 installment payment and the balance of each payment applied in reduction of  
34 principal. Payments shall until further notice in Writing be sent to and  
35 made out to: Wayne G. Barnes and on the back of the check on the left 1 1/2  
36 inches with room enough for me to endorse it put: Pay to the order of Sec-  
37 urity State Bank for deposit to my account # 0323401080 and please send the  
38 payments to: Wayne G. Barnes, P. O. Box 583, Centralia, WA 98531 and if you  
39 send personal checks and they bounce you must thereafter send money orders  
40 or certified checks so they will not bounce.

41 Buyer-Lessee has no obligation to build on the property, but may or may not  
42 build as it is optional relative to this contract.

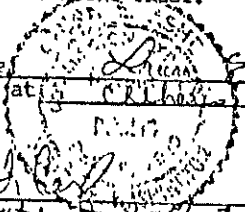
43 Water Bond Tax, Water flat rate tax and other Real Estate Taxes and assess-  
44 ments shall be paid by Buyer-Lessee within 30 days of being presented with  
45 the bill, and in no case late as if they they are late making the payment  
46 there will be a late penalty to be paid to the Seller-Lessor of \$10.00 for  
47 being 5 days late & \$2.00 a day late charge for every day late past 5 days  
48 Lines 46 and 47 apply also to regular payments being late. Buyer-Lessee  
49 shall pay all Buyers and Sellers Costs whatever, relative to the purchase  
50 including surveying and Engineering charges if any, and all other charges  
51 whatever, and if he wishes title insurance, Buyer-Lessee will provide this  
52 at his own expense. The signing of this Contract makes it so that the cov-  
53 enants, agreements and conditions of the agreement shall bind and benefit,  
54 respectively, Seller-Lessor and Buyer-Lessee, and their respective heirs,  
55 legatees, executors, administrators, successors, and assigns. If Buyer-Le-  
56 ssee is more than 30 days late making a payment of taxes or regular payment  
57 this Contract lapses into a 30 day Lease where Buyer-Lessee becomes a  
58 Lessee due to his delinquency of payment and unless he pays the unpaid  
59 Taxes or payment before the 30 day Lease expires with late charges - at the  
60 End of the 30 day Lease he shall Vacate the premises and sign a Quit Claim  
61 Deed in favor of Seller-Lessor, and send the same to Seller-Lessor within  
62 5 days of the termination of the Lease, and any personal property left on  
63 said realty after the 5th day passes after the termination of the lease  
64 shall become the personal property of the Seller-Lessor and he or his  
65 Agents may dispose of it in any way they wish for it is the property of the  
66 Seller-Lessor. If Buyer-Lessee does not move off the premises on or before  
67 the last day of the Lease he shall forthwith pay Seller-Lessor \$1,000.00  
68 minimum for unlawfully detaining the property and pay for an unlawful  
69 detainer suit, wherein the sheriff will remove him bodily if necessary plus  
70 costs which include, but not by way of limitation Transportation from Wash-  
71 ington State to Edinburg, Texas, Lodging While in Texas plus food away from  
72 Washington State, Court Costs, Attorney's fees, whether or not the Unlawful  
73 Detainer action proceed to Judgement. Buyer-Lessee may at any time be

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79 (b) not sublet without Seller-Lessor written permission (c) get Hidalgo  
80 County Building permits when he builds on the premises (except for Barnes  
81 Arch Housing) (d) keep Seller-Lessor harmless from all claims, demands,  
82 causes of action, judgements, attorney's fees, costs and expenses arising  
83 from or connected with Buyer-Lessee's use or occupancy of said premises,  
84 and from all claims, demands, causes of action, judgements, attorney's fees  
85 costs and expenses for property damage, bodily injuries or death suffered  
86 in or about said premises. (e) subdivide according to law if he subdivides  
87 (f) refrain from removing any soil from the premises or allow anyone else  
88 to do so (g) Leave all attached improvements on the premises if his lease  
89 is terminated. (h) give a good and sufficient Quit Claim Deed to seller  
90 within 5 days after the termination of the Lease or 30 days after his Sales  
91 Contract is terminated by reason of Buyer-Lessee failure to comply with  
92 the terms or conditions of this contract - - such as selling soil or allow-  
93 ing it to be removed contrary to (f) in lines 87 and 88 of this contract.  
94 Buyer-Lessee and Seller-Lessor further agree that no verbal agreements  
95 are acceptable and all agreements must be in writing and signed by both  
96 parties and that time is of the essence of this contract and that full com-  
97 pliance by Buyer-Lessee with all the terms of this Contract is and shall be  
98 a condition precedent to Buyer-Lessee's right to conveyance hereunder, and  
99 should Buyer-Lessee fail to comply with all the terms hereof, then the  
100 whole unpaid balance of said principle sum and the interest thereon shall  
101 immediately become due and payable at the option of Seller-Lessor; and there-  
102 upon Seller-Lessor may at his option Cancel and forfeit all of Buyer-  
103 -Lessee's rights under this agreement and all his interest in said realty  
104 and its appurtenances, either by (A) Service upon Buyer-Lessee of a writ-  
105 ten declaration of default, forfeiture and cancellation, or (B) by depos-  
106 iting in the United States Mail, postage prepaid, such written declaration  
107 addressed to Buyer-Lessee at Post Office Address Buyer-Lessee shall have  
108 caused to be filed with Seller-Lessor, or (C) by recording such written  
109 declaration in the office of the Recorder of Hidalgo County; and such  
110 written declaration when served, mailed or recorded, shall be conclusive  
111 proof in favor of subsequent purchasers or encumbrancers in good faith and  
112 for valuable consideration of such default, forfeiture and cancellation.  
113 Upon such declaration of default, forfeiture and cancellation by Seller-  
114 -Lessor according to any of the methods above provided, all rights,  
115 estates, and interests hereby created or then existing in favor of Buyer-  
116 -Lessee, or anyone claiming under him, shall cease and become null and void  
117 ; and the right of possession and all equitable and legal interests and  
118 estates in said realty, with all sums of money theretofore paid by Buyer-  
119 -Lessee, shall revert to, vest in and become the sole property of Seller-  
120 -Lessor in fee; and the money paid and any improvements erected shall be  
121 forfeited to and retained by, and become the sole property of Seller-Lessor  
122 , as consideration for the execution of this Agreement, and also as Liquid-  
123 ation damages for Buyer-Lessee's failure to comply with the terms hereof,  
124 and not as a penalty. Upon final payment Seller-Lessor shall give Buyer-  
125 -Lessee a good deed within 29 days. Seller-Lessor may at any time assign  
126 his interest in the property to others without notice to Buyer-Lessee.  
127 there shall be in addition to other easements a 10 foot easement along the  
128 East edge of the lot for use of occupants of Lots One and Three and for  
129 Utilities etc.  
130 Any payment more than \$80.00 must be at least \$380.00 and by making such  
131 payments this will reduce the number of months you have to pay.  
132 HAVING READ, AND AGREEING TO ABIDE BY THE TERMS OF THIS CONTRACT THE SELLER  
133 -LESSOR AND BUYER-LESSEE HEREBY OF THEIR FREE WILL SIGN THIS AGREEMENT.

Wayne G. Barnes sign on this line Wayne G Barnes  
On this day personally appeared before me Wayne G. Barnes to me known to be the individual described in and who executed the within and forgoing instrument of 2 pages and acknowledge that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned, he signing as the Presiding Elder of Greater Love, Inc. the Trustee of the trust formed in Centralia, Washington on June 11, 1985 called the YODADORY TRUST.  
Given under my hand the 23rd day of March, 1989

Notary Public's name printed and written Laura E. Ashe Laura E. Ashe  
Notary Public in and for the State of Washington, residing at CR 1433



Buyer-Lessee sign on this line Vicente A. Cantu & Milda E. Cantu  
On this day personally appeared before me Vicente A. Cantu & Milda E. Cantu to me known to be the individuals described in & who executed the within & foregoing instrument of 2 pages & acknowledge that they signed the same as their free & voluntary act & deed, for the uses & purposes therein mentioned.  
Given under my hand and official seal the 20th day of MARCH, 1989

Notary Public's name printed & signed Mauricio Amado Trevino Mauricio Amado Trevino  
Notary Public in and for the State of Texas, Residing at Sanborn Road 7801  
(6-20-92)

MILDALSO COUNTY, TEXAS  
CLERK  
WILLY LEO  
89 MAR 28 AM 10 02

Vicente Cantu  
1108 S. 13th  
Edinburg, TX 78539

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