

PLANNING DEPT. PCTS 1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	JOSE GAONA	1-7361
2.		
	COMM. COURT: APRIL 18, 2023	



PLANNING DEPARTMENT

County of Hidalgo

Main Office
2818 S. Business Hwy
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: 1-7361

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: Jose Gaona
Maria Gaona

Address: 5015 Melissa Loop
Edinburg TX 78542

Phone: 956-578-3423

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

Water Supplier: N.A.W.S

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

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

regarding the land described as:

La Paloma Estates ut 4 lot 10

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

- ye A plat has been prepared; (Date approved 11.21.2011);
- ye A plat has been reviewed and approved by the Commissioners Court; (verified by [Signature]);
- ye 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 [Signature]);
- ye 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 [Signature]);
- no 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 [Signature]);
- ye electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



COUNTY OF HIDALGO
PLANNING DEPARTMENT

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
2818 S Business Hwy 281 Edinburg, Texas 78539 Ph: 956-318-2840 Fax: 956-318-2844	1900 Joe Stephens Ave. Ste. A Weslaco, Texas 78596 Ph: 956-988-4734 Fax: 956-973-7850	2401 N. Moorefield Rd. Mission, Texas 78572 Ph: 956-205-7045 Fax: 956-205-7049

Permit No.: Permit 1-7361
Receipt No.: 028788
L1655-04-000-0010-00

GAONA JOSE & MARIA
5015 MELISSA LOOP
EDINBURG, TX 78542
(956) 578-3623
(956) 578-3623

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 44 Mobile homes
- [4] Size of Structure: 216Sq.Ft.
- [5] Legal Description: LA PALOMA ESTATES UT 4 LOT 10
- [6] Location: mile 13 & mile 2
- [7] Sewage: N/A
- [8] Construction Type: Metal
- [9] Est. Cost of Construction: \$2700
- [10] Flood Zone: Zone AE

Community Panel Number: 4803340450C
Precinct: 1
Certification of Elevation Required: No
Setbacks: Front 50', Rear 15', Side 6', Side 6', Corner '
Special Conditions: must comply with all county setbacks & regulations
Description: Permit 1-7361
Price: \$30.00
Total Amount.....\$30.00
Method of Payment: Cash
Check/M.O.#:
Payment: \$40.00
Change Due: \$10.00
Application: heather.segura
Inspector: leo.najera
Receipt: heather.segura

Heather Segura
Cashier

3/29/23
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.

GM
Signature of Owner or Applicant

3-29-23
Date

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 4, 2013

Grantor: SOUTH SHORE DEVELOPMENT, INC., a Texas corporation

Grantor's Mailing Address (including county): P.O. Box 365
La Blanca, Hidalgo County, Texas 78558

Grantee: JOSE GAONA and wife, MARIA GAONA

Grantee's Mailing Address: 5015 Melissa Loop
Edinburg, Texas 78542

Consideration: Ten and No/100ths Dollars (\$10.00) and other good and valuable consideration and a note of even date executed by Grantee and payable to order of Grantor in the principal amount of FORTY-NINE THOUSAND and NO/100THS DOLLARS (\$49,000.00) (the "Wraparound Lien Debt"). The note is secured by a first and superior vendor's lien retained in this deed and by a deed of trust of even date from Grantee to Suelema Luna, Trustee.

Property (including any improvements): Lot 10, LA PALOMA ESTATES UNIT 4 SUBDIVISION, an Addition to the City of Weslaco, Hidalgo County, Texas, as per map or plat thereof on file at Clerk's Document No. 2259142, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Restriction that there be no more than one single family detached dwelling per lot and restrictions for minimum finish floor elevations and set back lines as set out on the plat of said Subdivision on file at Clerk's Document No. 2259142, Map Records, Hidalgo County, Texas, together with all other restrictions of record.
2. Subject to any and all Oil and Gas Leases of record.
3. Save and Except all prior reservations of oil, gas, and other minerals in and under and that may be produced from the Property, and for Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all remaining oil, gas, and other minerals in and under and that may be produced from the Property.
4. All easements or rights-of way owned or held by any lessee, mineral, or royalty owner, on, over or across the Property for the purpose of producing or transporting any of said minerals together with the right of ingress and egress.
5. All rules, rights, restrictions, obligations and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of Hidalgo and Cameron Counties Irrigation District No. 9.
6. Visible and apparent easements on or across the Property.
7. This conveyance is made subject to the prior lien ("First Underlying Lien") of a deed of trust dated August 9, 2006, recorded in the Official Records of Hidalgo County, Texas under Document No. 3119288; said deed of trust being in favor of Michael V.

McCarthy, Trustee, securing payment of a promissory note ("First Underlying Lien Debt") in the original principal amount of \$813,005.00. Grantee in this deed does not assume payment of that First Underlying Lien Debt. As further consideration, Grantor promises to keep and perform all the covenants and obligations of the grantor named in the First Underlying Lien deed of trust and to indemnify, defend, and hold Grantee harmless against any damages caused by Grantor's breach of its obligations under the First Underlying Lien Debt and related documents, as long as Grantee is not in default on the Wraparound Lien Debt and documents relating to it.

- 8. This conveyance is also made subject to the prior lien ("Second Underlying Lien") of a deed of trust dated October 26, 2011, recorded in the Official Records of Hidalgo County, Texas under Document No. 2259106; said deed of trust being in favor of Barry E. Jones, Trustee, securing payment of a promissory note ("Second Underlying Lien Debt") in the original principal amount of \$495,000.00. Grantee in this deed does not assume payment of that Second Underlying Lien Debt. As further consideration, Grantor promises to keep and perform all the covenants and obligations of the grantor named in the Second Underlying Lien deed of trust and to indemnify, defend, and hold Grantee harmless against any damages caused by Grantor's breach of its obligations under the Second Underlying Lien Debt and related documents, as long as Grantee is not in default on the Wraparound Lien Debt and documents relating to it.
- 9. Taxes for the year 2013 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to the 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 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 will become absolute.

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

Preparer has not examined the title to this property and expresses no opinion as to the condition of title.

[SIGNATURE BLOCK ON THE NEXT PAGE]

GRANTOR:

SOUTH SHORE DEVELOPMENT, INC.



KYNDEL W. BENNETT, President

STATE OF TEXAS § (Acknowledgment)

COUNTY OF HIDALGO §

This instrument was acknowledged before me this 4th day of Sept., 2013, by KYNDEL W. BENNETT, as President of South Shore Development, Inc., a Texas corporation, on behalf of said corporation.


Notary Public, State of Texas

