

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

Anthony Uresti
~~Assistant~~ Director

Application No: 1-8534


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

Upon the application of:

Name: Diana Juarez Rosendiz
Daniel Ouedo Rojas

Address: 2000 N Sattillo Cir
Weslaco Tx 78599

Phone: 956-377-9103

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service 
Inspection/Permit No:		Authorized Signature <u>55170</u>
Date Approved:	<u>1 / 1</u>	<u>01/29/24</u>

Water Supplier: NA.W.S

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

Account/ESI No.: MA
 Temporary Pole Permanent Service

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

10004 San Ignacio St. Weslaco Tx 78599
Subdivision El Obispo Lot 110

[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),
February 6, 2024, 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

PLANNING DEPARTMENT

County of Hidalgo



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Precinct 1 2 3 4

Anthony Uresti
Assistant Director

Application No: 1-8534

**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

Daniel Oviedo Rojas, Diana Juarez Resendiz,

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:

10004 San Ignacio St Westlaco TX 78599
El ob Spado Lot 110"

[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]

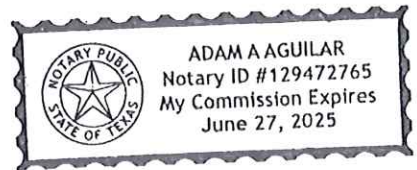
3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-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."

+ Daniel Oviedo
x Diana Juarez (Signature)

SUBSCRIBED AND SWORN TO before me on January 29th, 2024, to certify which, witnesses my hand and seal of office.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



COUNTY OF HIDALGO
PLANNING DEPARTMENT

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
2818 S Business Hwy 281 Edinburg, Texas 78539	1900 Joe Stephens Ave. Ste. A Weslaco, Texas 78596	2401 N. Moorefield Rd. 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 1-8534
Receipt No.: 032816
E4560-00-000-0110-00

- OVIEDO ROJAS DANIEL & DIANA JUAREZ RESENDIZ
2000 N SALTILLO CIR
WESLACO, TX 78599
(956) 363-7831
(956) 363-7831
- [1] Contractor: SELF
 - [2] Water System: North Alamo WSC
 - [3] Class of Work: 25 Residential, new, Single Family Dwelling
 - [4] Size of Structure: 484Sq.Ft.
 - [5] Legal Description: EL OBISPADO LOT 110
 - [6] Location: ML 6 & ML 13 1/2
 - [7] Sewage: N/A
 - [8] Construction Type: Wood
 - [9] Est. Cost of Construction: \$5000
 - [10] Flood Zone: Zone C

Community Panel Number: 4803340450C
Precinct: 1
Certification of Elevation Required: No
Setbacks: Front 25', Rear 15', Side 6', Side 6', Corner '
Special Conditions: applicant must comply with all county setbacks and regulations
Description: Permit 1-8534
Price: \$30.00
Total Amount.....\$30.00
Method of Payment: Cash
Check/M.O.#:
Payment: \$30.00
Change Due: \$0.00
Application: sonia.diaz
Inspector: gilbert.mata
Receipt: sonia.diaz

_____ *Sonia Diaz* _____ *12/18/23*
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.

Daniel Oviedo
Signature of Owner or Applicant

12.18.23
Date

CONTRACT FOR DEED

Terms

Date: November 13, 2023

Seller: FRANCISCO VILLALOBOS AND MARISELA VILLALOBOS

Seller's Mailing Address:

33 54TH ST.
GRAND JUNCTION, MICHIGAN 49056
ALLEGAN COUNTY, MICHIGAN

Buyer: DANIEL OVIEDO ROJAS AND DIANA JUAREZ RESENDIZ

Buyer's Mailing Address:

2000 N. SALTILLO CIRCLE
WESLACO, TEXAS 78599
HIDALGO COUNTY, TEXAS

Property (including any improvements): Lot #110 in El Obispado Subdivision, and addition to the City of Weslaco, Texas, according to the Map Records in Volume 29, Page 117, of the County office of the Hidalgo County, Texas.

SUBJECT TO:

All mineral rights, restrictions, set-backs, easements and other right of ways that the Subdivision may have recorded in the Subdivision Plat and Records. In the Hidalgo County Court Records, Hidalgo County, Texas.

Sale Price:

SIXTY-SIX THOUSAND DOLLARS \$66,000.00 + 10.00% interest for (Ten years)

Down Payment:

ONE THOUSAND DOLLARS (\$1,000.00) DOWN

Place for Payment:

BUYERS WILL MAKE THE PAYMENT AT JP MORGAN CHASE BANK ACCOUNT
#0584967415

Deed in Trust:

Seller is executing a general warranty deed naming Buyer as Grantee, subject to the Reservations from Conveyance and Warranty and the Exceptions to Conveyance and Warranty and any matters created or permitted by Buyer. The deed is to be held in trust by Seller. When Buyer has paid all amounts due under this contract, Buyer will be entitled on written request to the delivery of that deed from trustee/Seller. The seller/trustee will deliver it to Buyer only on verification of Buyer's timely

performance under the contract and written request from Buyer. Seller will then deliver the warranty deed provided for in this contract. If Seller cancels this contract and forfeits Buyer's interest under this contract, the deed remains in possession of Seller. In performing under this paragraph, the trustee may rely on the documents as they are delivered and is not responsible for the accuracy or authenticity of the documents. Seller and Buyer each agree to indemnify, defend, and hold any trustees or escrow agent harmless against further liability for acts performed under this paragraph except for the trustee's/escrow agent's fraud or gross negligence.

Combined Property Tax Allocation:

The Property will not be segregated on the tax rolls from other real estate owned by Seller until it is conveyed to Buyer. Seller will prorate all taxes and assessments on the basis of the area of Buyer's property in relation to the area of the entire parcel on the tax rolls. Any taxes attributable to Buyer's improvements will be paid by Buyer. Seller will notify Buyer of Buyer's pro rata share, which Buyer will pay to Seller within ten days after the date of the notice or by December 31 of the tax year, whichever is later. Seller will furnish Buyer proof of payment of the taxes and assessments within ten days after payment.

Condemnation:

Buyer may sell all or part of the Property in lieu of condemnation, subject to Seller's written approval. All amounts payable to or received by Buyer from condemnation of all or part of the Property or from sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property, will be delivered to Seller after Buyer deducts any expenses, including attorney's fees. Seller will apply such amounts either to reduce the principal balance or to replace damaged or destroyed improvements, as Seller may elect. Buyer will immediately give Seller notice of any actual or threatened proceedings for condemnation of all or any part of the Property.

Clauses and Covenants

A. Buyer agrees to -

1. Purchase the Property from Seller.
2. Pay Seller the Sale Price as follows:
 - a. \$66,000.00 (SIXTY SIX-THOUSAND DOLLARS), the Original Principal Balance; and 10.00% interest per annum;
 - b. Drafting fees of (\$400.00) four hundred dollars will be paid by Buyer;
 - c. To be paid in 120 installments of \$796.00 each 1st day of the month starting on December 01, 2023 and ending on or about November 01, 2033, or until such date that the principal amount is paid in full;
 - d. Give a down payment of \$1,000.00 (One Thousand dollars);

- e. Buyer agrees that mortgage payment made to seller does not include taxes or insurance for property being purchased (See also #7 below).
- f. All payments shall be made to JP Morgan Chase Bank Account Number: 0584967415 as directed.

3. Accept the Property in its present condition "AS IS," after having inspected the Property to Buyer's satisfaction.

4. Indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's use of the Property.

5. Pay any additional ad valorem taxes and interest that become due as a penalty because of this transfer of the Property or a subsequent change in its use.

6. Give the right of first refusal to seller to re-purchase said property if buyer wishes to sell the property.

7. Pay property taxes when due and pay any taxes owing for prior years up until maturity date.

8. Pay a \$25.00 late fee upon late mortgage payment per day. A late fee will be assessed upon 3 days late payment of the mortgage.

B. Buyer agrees not to -

1. Create or permit a nuisance or store, use, manufacture, or dispose of any hazardous substances, hazardous waste, toxic substance, or petroleum in, on, or under the Property.

2. Create or permit any lien on the Property, except for utility service.

C. Seller agrees to -

1. Sell the Property to Buyer.

2. After Buyer has paid all amounts due under this contract, deliver to Buyer a general warranty deed subject to (a) the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, (b) the standard printed exceptions in the warranty deed, and (c) any matter Buyer creates or permits.

D. Seller agrees not to -

1. Create or permit additional liens on the Property after the date of this contract, although Seller may change, renew, or extend, but not increase, any Existing Liens against the Property without Buyer's consent.

2. Interfere with Buyer's right of possession of the Property as long as Buyer timely performs Buyer's obligations in this contract.

E. Buyer and Seller agree to the following:

1. *Default by Buyer/Events.* Defaults by Buyer are failing to timely pay the Payment Amount or perform Buyer's other obligations in this contract for three (3) months, thereupon within fifteen days after delivery of written notice. However, if the Property is used or to be used as Buyer's residence or as the residence of a person related to Buyer within the second degree of consanguinity or affinity, Buyer is entitled to cure Buyer's default within the period determined by section 5.061 of the Texas Property Code. To avoid enforcement of Seller's remedy, Buyer must comply with the terms of this contract up to the date of compliance specified in the written notice.

2. *Default by Buyer/Seller's Remedies.* On Buyer's default, Seller may invoke any remedies permitted by law, subject to provisions of the Texas Property Code, including declaring the unpaid principal balance immediately due and enforcing their collection, or canceling this contract, declaring Buyer's interest under this contract forfeited, and retaining all money paid by Buyer under this contract as liquidated damages due to the inconvenience and difficulty of determining Seller's actual damages.

3. *Default by Seller/Events.* Defaults by Seller are failing to perform Seller's obligations in this contract within fifteen days after delivery of written notice.

4. *Default by Seller/Buyer's Remedies.* On Seller's default, Buyer may terminate this contract and sue for damages, or enforce performance of this contract.

5. *After Cancellation.* Buyer will vacate the Property following cancellation of this contract, and, failing to do so, Buyer will be a tenant at will, subject to an action in forcible detainer.

6. *Recitals Presumed True.* If Seller cancels this contract, Seller may execute an affidavit stating facts evidencing default and forfeiture and the recitals in the affidavit will be presumed true.

7. *Future Improvements/Abandonment.* If Buyer constructs permanent improvements on the Property, Buyer must pay cash for the improvements. If Seller cancels this contract and forfeits Buyer's interest under this contract, Buyer's permanent improvements and any abandoned personal property of Buyer will become the property of Seller.

8. *Prepayment.* Buyer may prepay before maturity all or any part of the principal balance without penalty.

9. *Title.* Buyer will acquire legal title only when Seller delivers the warranty deed.

10. *Attorney's Fees.* If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

11. *Entire Agreement.* This contract, including any attached exhibits, is the entire agreement of the parties, and there are no oral representations, express or implied warranties, agreements, or promises pertaining to this contract not incorporated in writing in this contract.

12. *Amendment of Contract.* This contract may be amended only by an instrument in writing signed by the parties.

13. *Notices.* Any notice required or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this contract does not preclude pursuit of other remedies in this contract or provided by law.

15. *Usury.* Interest on the debt secured by this contract will not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

16. *Venue.* Venue is in the county or counties in which the Property is located.

17. *Successors.* This contract binds, benefits, and may be enforced by the successors in interest of the parties, except as otherwise provided.

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

THIS EXECUTORY CONTRACT REPRESENTS THE FINAL AGREEMENT BETWEEN THE SELLER AND PURCHASER AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

SIGNED AND ACCEPTED:

SELLER:

Francisco Villalobos
FRANCISCO VILLALOBOS

Marisela Villalobos
MARISELA VILLALOBOS

BUYER:

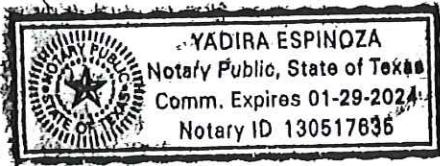
Daniel Quiedo Rojas
DANIEL QUIEDO ROJAS

Diana Juarez
DIANA JUAREZ RESENDIZ

(Acknowledgment)

STATE OF MICHIGAN)
COUNTY OF ALLEGAN)

This instrument was acknowledged before me on this the 28 day of November, 2023,
by FRANCISCO VILLALOBOS.

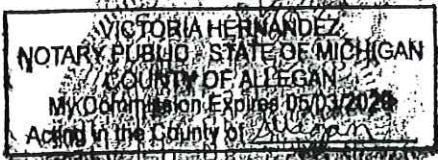


[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF Texas
My Commission Expires: 01/29/2024

(Acknowledgment)

STATE OF MICHIGAN)
COUNTY OF ALLEGAN)

This instrument was acknowledged before me on this the 21st day of November, 2023,
by MARISELA VILLALOBOS.

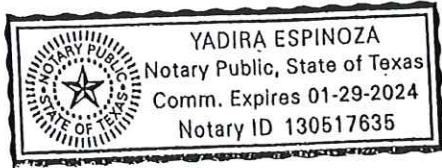


[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF MICHIGAN
My Commission Expires: 05/03/2029

(Acknowledgment)

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on this the 28 day of November, 2023,
by DANIEL OVIEDO ROJAS .

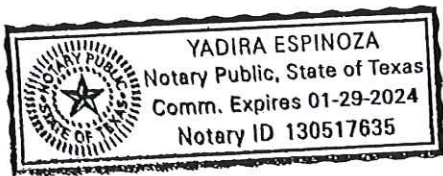


[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires: 01/29/2024

(Acknowledgment)

STATE OF TEXAS)
COUNTY OF HIDALGO)

This instrument was acknowledged before me on this the 28 day of November, 2023,
by DIANA JUAREZ RESENDIZ.



[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires: 01/29/2024

PREPARED AT:
THE LAW OFFICE OF OMAR CURA JR.
320 W. MCINTYRE ST. SUITE 10
EDINBURG, TX. 78541

AFTER RECORDING RETURN TO:
DANIEL OVIEDO ROJAS
2000 N. SALTILLO
WESLACO, TEXAS 78599
HIDALGO COUNTY