

PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	Reymundo Guzman	4-6564
	COMM. COURT: APRIL 16, 2023	



PLANNING DEPARTMENT

Rev. 12-21-23

County of Hidalgo

Main Office
2818 S. Business Hwy
281
Edinburg, Texas 78539
956-318-2840

Precinct No. 1 Substation
1900 Joe Stephens Ave.
Ste. A
Weslaco, TX 78596
956-968-4734

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045

Precinct 1 2 3 4

Anthony Uresti
Director of Planning

Application No: 4-6564

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

Upon the application of:

Name: Raymundo Guzman

Address: 5200 E. Richardson Rd
Edinburg TX.
78542

Phone: 954 239 -8068

Approved by Environmental Health:	Temporary Service <u>[Signature]</u> Authorized Signature	Final Service
Inspection/Permit No:	<u>(LIGHT ONLY)</u>	Authorized Signature
Date Approved:	<u>4/9/24</u>	<u>/ /</u>

Water Supplier: North Alamo Water

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

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

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

TEX-MEX SURVEY E147.54' Lot 11 SEC 267 EXC 0500c for IMP 5.21ac GR
5.01 Acres a portion of Lot 11, Section 267, Texas-Mexican Railway
Survey.

[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 April 16, 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

Rev. 12-21-23

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Precinct 1 2 3 4

Anthony Uresti
Director of Planning

Application No: 4-6564

**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

Raymundo Guzman

Known to me [or proved to me in the oath of _____ or through
Tx DL (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:

5200 E. Richardson Rd Edinburg, Tx 78542."

Taxmap Survey E147.91 Lot 11 SEC 267 EXC 0.5 FOR IMPS 5.21AC GR 5.07AC 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 4/9, 2024, to certify which, witnesses my hand and seal of office.

Letty C. Pena
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS



Letty C. Pena



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: 956-968-4734 Fax: 956-973-7850	2401 N. Moorefield Rd. Mission, Texas 78572 Ph: 956-205-7045 Fax: 956-205-7049

Permit No.: Permit 4-6564
Receipt No.: 026068
T2100-00-267-0011-20

GUZMAN RAYMUNDO
5200 E RICHARDSON RD
EDINBURG, TX 78542
(956) 239-8068
(956) 239-8068

- [1] Contractor: SELF
- [2] Water System: Agua S.U.D.
- [3] Class of Work: 25 Residential, new, Single Family Dwelling
- [4] Size of Structure: 1707Sq.Ft.
- [5] Legal Description: TEX-MEX SURVEY E147.54' LOT 11 SEC 267 EXC 0.50AC FOR IMPS 5.21AC GR 5.07AC NET
- [6] Location: ALAMO RD & RICHARDSON
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$120000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340325D
Precinct: 4
Certification of Elevation Required: No
Setbacks: Front 50', Rear 50', Side 6', Side 6', Corner '
Special Conditions: MUST COMPLY WITH ALL COUNTY SETBACKS & REGUALTIONS
Description: Permit 4-6564
Price: \$30.00

Total Amount.....\$30.00


Method of Payment: Cash
Check/M.O.#:
Payment: \$30
Change Due: \$0.00
Application: melissa.lopez
Inspector: aaron.hernandez
Receipt: melissa.lopez

Melissa Lopez 09/23/2022
Cashier Date

ID# 578925

[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

9-23-22
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.

GIFT DEED

STATE OF TEXAS

§

§

COUNTY OF HIDALGO

§

This Gift deed, made between:

VICTOR GUZMAN, GRANTOR
4801 E. RICHARDSON RD.
EDINBURG TEXAS 78542
AND

RAYMUNDO GUZMAN, GRANTEE
4801 E. RICHARDSON RD.
EDINBURG TEXAS 78542

WITNESS: That the Grantor(s), in consideration of the love and affection which Victor Guzman, Grantor bears unto Raymundo Guzman, Grantee and also for the better maintenance, support, protection and livelihood of Grantee. the receipt and sufficiency of which are acknowledged, has Gifted to Grantee(s), all of Grantor's right, title, and interest in and to the real property in HIDALGO COUNTY, TEXAS, fully described as:

Legal description:

Lot 11, Section 267, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas map reference: Volume1, page 20, maps Records, Hidalgo County, Texas, and said 5.01 acres of land being part or portion of that tract of land deeded to Victor Guzman, recorded in Document Number 1566060, Deed Record, Hidalgo County, Texas, and said 5.01

Neighborhood: Tex-Mex Survey

and all improvements located on it, together with all of Grantor's right, title, and interest in and to (a) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests appurtenant to the real property and any improvements on the real property, and (b) any and all rights, titles, powers, privileges, easements, licenses, rights-of-way, and interests of Grantor, either at law or in equity, in possession or in expectancy, in and to any real estate lying in the streets, highways, roads, alleys, rights-of-way, or sidewalks, open or proposed, in front of, above, over, under, through or adjoining the real property, and in and to any strips or gores of real estate adjoining the real property (collectively, "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances to it in any way belonging, to Grantee, its successors, and its assigns forever,

Grantee, by their acceptance of this gift deed, assumes payment of all standby charges, ad valorem taxes, and assessments for the 2019 calendar year and later calendar years not yet due and payable, each to the extent attributable to all or part of the Property.

EXECUTED as of January 22, 2020.

Victor Guzman
VICTOR GUZMAN
SIGNATURE OF GRANTOR

Josefina Guzman
Josefina Guzman - wife

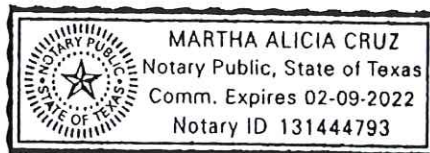
STATE OF TEXAS

COUNTY OF HIDALGO

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared, Victor Guzman known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed it for the purposes and consideration expressed in it.

Given under my hand and seal of office, this 22 day of JANUARY, 2020.

Martha Alicia Cruz
Notary Public - State of Texas
My commission expires: 02/09/2022



METES AND BOUNDS DESCRIPTION
0.68 ACRES OF LAND OUT OF LOT 11
SECTION 267, TEXAS-MEXICAN
RAILWAY COMPANY'S SURVEY
HIDALGO COUNTY, TEXAS



Job No. 190805
0.68 acres of land
Sheet No.: 1 of 3

A tract of land containing 0.68 acres of land, more or less, situated in Hidalgo County, Texas, being part or portion of **Lot 11, SECTION 267, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY**, Hidalgo County, Texas, map reference: Volume 1, Page 20, Map Records, Hidalgo County, Texas, and said 0.68 acres of land being part or portion of that tract of land deeded to Victor Guzman, recorded in Document Number 1566060, Deed Records, Hidalgo County, Texas, and said 0.68 acres also being more particularly described as follows;

BEGINNING, at the northeast corner of said Lot 11, Section 267, within Richardson Road (FM 2128), for the Northeast corner of this tract;

THENCE S 08° 57' 56" W, along the east line of said Lot 11, Section 267, at a distance of 41.27 feet pass a ½" iron rod with a plastic cap stamped "CVQ LS" set on the south right-of-way line of said Richardson Road (FM 2128), recorded in Volume 380, Page 604, Deed Records, Hidalgo County, Texas, at a distance of 190.90 feet, pass a ½" iron rod found on the northwest corner of Lot 2, Alamo Subdivision, map reference: Volume 25, Page 160A, Map Records, Hidalgo County, Texas, continuing a total distance of 320.83 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the Southeast corner hereof;

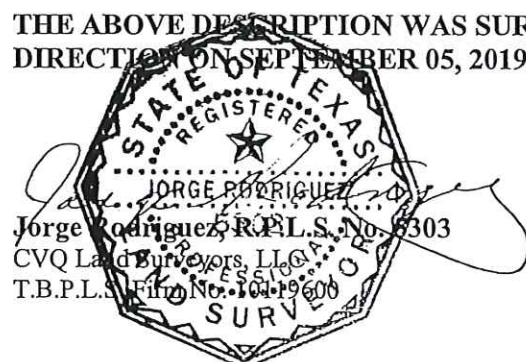
THENCE N 81° 01' 38" W, a distance of 91.89 feet, to a ½" iron rod with a plastic cap stamped "CVQ LS" set, for the Southwest corner hereof;

THENCE N 08° 58' 22" E, at a distance of 279.73 feet, pass a ½" iron rod with a plastic cap stamped "CVQ LS" set, on the south right-of-way line of said Richardson Road (FM 2128), continuing a total distance of 321.00 feet, to the north line of said Lot 11, Section 267, for the Northwest corner hereof;

THENCE S 80° 55' 21" E, along the north line of said Lot 11, Section 267, within said Richardson Road (FM 2128) right-of-way, a distance of 91.85 feet, to the **POINT OF BEGINNING**, containing 0.68 acres of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY
DIRECTION ON SEPTEMBER 05, 2019.



METES AND BOUNDS DESCRIPTION
5.01 ACRES OF LAND OUT OF LOT 11
SECTION 267, TEXAS-MEXICAN
RAILWAY COMPANY'S SURVEY
HIDALGO COUNTY, TEXAS



Job No. 190805
5.01 acres of land
Sheet No.: 2 of 3

A tract of land containing 5.01 acres of land, more or less, situated in Hidalgo County, Texas, being part or portion of Lot 11, SECTION 267, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, Hidalgo County, Texas, map reference: Volume 1, Page 20, Map Records, Hidalgo County, Texas, and said 5.01 acres of land being part or portion of that tract of land deeded to Victor Guzman, recorded in Document Number 1566060, Deed Records, Hidalgo County, Texas, and said 5.01 acres also being more particularly described as follows;

COMMENCING, for reference at the northeast corner of said Lot 11, Section 267, within Richardson Road (FM 2128), **THENCE** N 08° 55' 11" W, along the north line of said Lot 11, Section 267, within said Richardson Road (FM 2128), a distance of 91.85 feet, to the **POINT OF BEGINNING**, and the Northeast corner of this tract;

THENCE S 08° 58' 22" W, at a distance of 41.27 feet, pass a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the south right-of-way line of said Richardson Road (FM 2128), recorded in Volume 380, Page 604, Deed Records, Hidalgo County, Texas, continuing a total distance of 321.00 feet, to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, for a corner hereof;

THENCE S 81° 01' 38" E, a distance of 91.89 feet, to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the east line of said Lot 11, Section 267, and west line of Alamo Subdivision, map reference: Volume 25, Page 160A, Map Records, Hidalgo County, Texas, for a corner hereof;

THENCE S 08° 57' 56" W, along the east line of said Lot 11, Section 267, and the west line of said Alamo Subdivision, at a distance of 203.05 feet, pass a 1/2" iron rod found on the southwest corner of said Alamo Subdivision, and the northwest corner of Sherry Subdivision, map reference: Volume 19, Page 151, Map Records, Hidalgo County, Texas, continuing a total distance of 1364.87 feet, to a 1/2" iron rod with a plastic cap stamped "CVQ LS" set, on the southeast corner of said Lot 11, Block 267, for the Southeast corner hereof;

THENCE N 81° 01' 49" W, along the south line of said Lot 11, Block 267, a distance of 147.05 feet, to a 1/2" iron rod found on the southeast corner of Chune Subdivision, map reference: Document Number 2437975, Map Records, Hidalgo County, Texas, for the Southwest corner hereof;

THENCE N 08° 58' 22" E, along the east line of said Chune Subdivision, at a distance of 1634.71 feet, pass a 1/2" iron rod found on the northeast corner of said Chune Subdivision, at a distance of 1644.71 feet, pass a Nail found, on the south right-of-way line of said Richardson Road (FM 2128), continuing a total distance of 1685.98 feet, to the north line of said, Lot 11, Block 267, for the Northwest corner hereof;

THENCE S 80° 55' 11" E, along the north line of said Lot 11, Block 267, within said Richardson Road (FM 2128), a distance of 55.00 feet, to the **POINT OF BEGINNING**, containing 5.01 acres of land, more or less.

Bearing basis as per TEXAS STATE PLANE COORDINATES SYSTEM NAD 1983, South Zone.

THE ABOVE DESCRIPTION WAS SURVEYED ON THE GROUND UNDER MY DIRECTION
ON SEPTEMBER 05, 2019...

JORGE RODRIGUEZ
5303
STATE OF TEXAS
REGISTERED
PROFESSIONAL SURVEYOR
SUB
Jorge Rodriguez, R.P.L.S. No. 5303
CVQ Land Surveyors, LLC
T.B.P.L.S. Firm No. 1419600

CERTIFICATE OF COMPLIANCE

No: 96-09-0003

DATE: September 9, 1996

Needs Up-
Letter

NAME OF PROPERTY OWNER: Victor Guzman

LEGAL DESCRIPTION OF PROPERTY: 5.71 acres out of Lot 11, Section 267,
Texas Mexican Railway Co. Survey

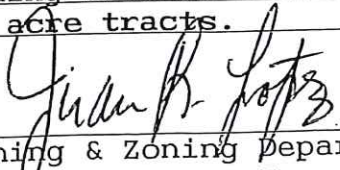
LOCATION OF PROPERTY: About 300 feet west of Alamo Rd. on the south side of
Schunior.

The property described above or in the attached legal description is in compliance with the City of Edinburg's Subdivision Regulations. Utility services may be extended to the property by the public utilities holding a certificate of convenience and necessity in such area. This certificate applies to the issuance of permits for the construction of a residential and non-residential building. Compliance with the City of Edinburg's Subdivision Regulations is based on:
(place mark on appropriate line)

- (a) The property was subdivided prior to it being in the City's extraterritorial jurisdiction;
- (b) The property was subdivided as a result of a family partition;
- (c) Where the last recorded conveyance of such lot or tract prior March 9, 1987 was by metes and bounds;
- (d) Where a building was in existence on said lot prior to March 9, 1987; or where such subdivision, whether by recorded plat or by actual occupancy and use was in existence prior to March 9, 1987.
- (e) The property was subdivided after March 9, 1987 and the property owner has complied with the City's Subdivision Ordinance.
- (f) Where such division of land is used for agricultural purposes in parcels or tracts of 5 acres or more and not involving any new street, alley, or easement of access.

PROPERTY IS SUBJECT TO STATE AND COUNTY REGULATIONS THAT MAY INCLUDE BUILDING PERMITS, FLOOD PLAIN MANAGEMENT, MINIMUM LOT SIZE FOR SEPTIC TANK PERMITS, ALLOWABLE NUMBER OF UNITS PER LOT OR TRACT, POTABLE WATER SUPPLY, ETC.

Comments: However, any future division of the property for any purpose will be subject to compliance with City's review and Subdivision Ordinance requirements. This property is subject to a minimum of a 50 foot front yard building setback from the current property line and the County requirements on 5 acre tracts.


Planning & Zoning Department
City of Edinburg, Texas

CONTRACT FOR DEED

Date: June 15 th. 1995.

Seller: ADAM DANIEC, AND WIESLAWA DANIEC,
1208 LA VISTA AVENUE
MCALLEN, TX 78501
(210) 631-7832

Buyer: Victor GUZMAN.
220 South 25 th. St. Apt. 41
Edinburg, TX . 78539
(210) 380-2118

Property: Tract 1

SEE ATTACHED EXHIBIT "A", FOR METES AND BOUNDS DESCRIPTION.

Reservations from and Exceptions to Conveyance and Warranty--*SUBJECT TO*:

1. MINERALS, ROYALTIES, AND TIMBER INTERESTS OF RECORD.
2. MINERAL LEASES AND SURFACE LEASES OF RECORD.
3. EASEMENTS OF RECORD, AND ZONING ORDINANCES/RESTRICTIONS OF ANY GOVERNMENTAL BODY HAVING CONTROL OVER THE PROPERTY.
4. TAXES FOR 1995 AND SUBSEQUENT YEARS, AS WELL AS TAXES SUBSEQUENTLY ASSESSED FOR PRIOR YEARS BECAUSE OF CHANGE OF USAGE OR OWNERSHIP (RODLBACK TAXES), PAYMENT OF WHICH IS ASSUMED BY BUYER.
5. SEE ATTACHED EXHIBIT "B", FOR RESTRICTIONS PLACED ON PROPERTY BY SELLER.

Sale Price: \$35,000.00

Downpayment: \$2,000.00

Deferred Principal Amount: \$33,000.00

Annual Interest Rate on Deferred Principal Amount from Date: THIRTEEN PERCENT (13%).

Monthly Payments: \$417.53, including principal and interest

Late Payment Penalty (5% of installment): \$ 20.87

Place for Payments: Seller's address above given.

Date Monthly Payments Due: 15th of each consecutive month

Date of First Monthly Payment: 07/15/1995.

Other Terms of Payment:

1. Buyer agrees to pay seller the sale price as above specified; provided, however, that Buyer may at any time pay all or any portion of unpaid balance of the note *without* prepayment penalty.
2. Taxes. Buyer shall pay all property taxes, prorated to date of contract. Seller shall bill taxes annually to buyer on or before December 15 of each year. This statement shall be due and payable to Seller on or before the following January 31st. Buyer's payment of taxes is a *condition of this contract*. Failure to pay shall entitle seller, upon compliance with statutory notice requirements, to terminate the contract.
3. When Buyer has paid all consideration payable under this contract, Seller will convey the property to Buyer by warranty deed subject to the reservations from and exceptions to conveyance and warranty.

1
VLD
WP

4. When Seller conveys the property to Buyer by warranty deed, Seller will not furnish an owner's policy of title insurance. Premiums for owner's policy, if any, will be paid by Purchaser.

Buyer's Obligations:

1. Buyer will keep the property in good repair and condition.
2. Buyer will permit Seller and Seller's agents to enter the property at reasonable times to inspect it for compliance with Buyer's obligations.
3. If Buyer defaults in the performance of any obligation, Buyer will reimburse Seller on demand at the place for payment for all of Seller's cost of collection and enforcement, including reasonable attorney's fees, plus interest on those sums from the dates of payment at the annual interest rate on matured, unpaid amounts. The sum to be reimbursed shall be added to and become a part of the deferred principal amount. Reasonable attorney's fees shall be 10 percent of all matured and unpaid amounts due under this contract unless either party pleads otherwise.

Seller's Rights

If Buyer defaults in prompt payment of the monthly installments of deferred principal and interest, or tax reimbursement, or any other of buyer's obligation, seller may, subject to notice requirements of the Texas Property Code, terminate this contract, declare all of Buyer's interest under the contract forfeited, and retain as liquidated damages all money paid by Buyer to Seller under this contract.

General Provisions

1. As long as Buyer promptly performs all obligations in this contract, Buyer has the right to possession of the property. If this contract is canceled because of Buyer's default, Buyer will immediately surrender possession of the property to Seller. If Buyer fails to do so, Buyer will become a tenant at sufferance of Seller, subject to an action for forcible detainer.
2. Neither this contract nor any part of or interest in the property may be assigned, sold, conveyed, transferred, pledged, or mortgaged by Buyer without the written consent of Seller.
3. Interest on the debt evidenced by this contract shall not exceed the maximum amount of nonusurious interest that may be contract for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall 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.
4. Buyer understands and acknowledges that Buyer does not acquire legal title by this contract and that Buyer will not acquire legal title until Seller's deed is delivered.
5. Seller may transfer legal title to the property without Buyer's consent, in which event the transferee will be required to assume Seller's obligations under this contract, without recourse. Upon completion of such transfer and transferee's assumption of obligations, Seller will be released from all obligations to Buyer under this contract.
6. Buyer has examined the property to Buyer's complete satisfaction and knows its condition. In purchasing the property, Buyer relies only on Buyer's examination and judgment, not on the representation of any other person as to value, future value, condition, size, age, use, or any other matter. Buyer acknowledges that in selling the property Seller makes no warranties other than title. This contract is the entire and only agreement between Buyer and Seller, and it incorporates all other written, verbal, express, and implied agreements made between any party or any agent of any party to this contract in connection with this transaction. If any provisions in this contract conflict with any provision in any other instruments, those in this contract shall control.

7. No delay by Seller in enforcing any part of this contract shall be deemed a waiver of any of Seller's rights or remedies. If Seller accepts any payment after its due date, the acceptance shall not be construed as a waiver of any other due date, shall not change any other due date, and shall not waive any of Seller's rights of remedies.

8. This agreement shall bind, inure to the benefit of, and be exercised by successors in interest of all parties, but this provision is subject to paragraphs 2, 6, and 7 under General Provisions.

9. When the context requires, singular nouns and pronouns include the plurals.

10. Notices served pursuant to this contract shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to the respective addresses above on this contract, unless notice of a different address has been furnished in writing; Notices will be considered delivered as of the date of personal delivery, or the date of receipt shown by certified mail receipt returned.

11. Buyer shall not, during the term of this contract:

-alter the surface, as by digging lakes, ponds, drainage or irrigation ditches, except with written permission of seller;

-remove or alter the irrigation lines in place;

-allow inoperable automobiles, appliances, brick, or other rubble to accumulate on the property, unless awaiting disposal for not longer than 10 days.

SIGNED IN DUPLICATE ORIGINALS, effective on date above first given:


Adam Daniec - Seller


WIESLAWA DANIEC-SELLER


Victor Guzman- Buyer

I, the undersigned Buyer, here acknowledge that I have received (initial as applicable):

_____ (1) Advice that it is in my best interest to purchase an owner's title insurance policy in conjunction with purchase of this property.

_____ (2) A Truth-in-Lending disclosure form showing amount of finance charges I shall pay under terms of this contract.

_____ (3) An amortization schedule of monthly installments of deferred principal and interest.

**ART SALINAS
ENGINEERING & SURVEYING**

5401 N. 10TH ST., SUITE 102 McALLEN, TX 78504 PH: (210) 618-5565 FAX: (210) 618-5540

ARTURO A. SALINAS, P.E., R.P.L.S.

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION: TRACT 1

A 5.71 acre tract of land out of Lot 11, Section 267, Texas-Mexican Railway Company's Survey, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 1, Page 20, Map Records of Hidalgo County, Texas; said 5.71 acre tract is more particularly described as follows:

COMMENCING at the Northwest corner of said Lot 11;

THENCE, South 80 degrees 47 minutes East, along the North line of said Lot 11, a distance of 885.23 feet to a point for the Northwest corner hereof and POINT OF BEGINNING;

THENCE, continuing South 80 degrees 47 minutes East, along the North line of said Lot 11, a distance of 147.54 feet to a point on the Northeast corner of said Lot 11 for the Northeast corner hereof;

THENCE, South 8 degrees 59 minutes West, along the East line of said Lot 11, at a distance of 41.27 feet pass a found 1/2" iron rod on the South right of line of Schunior Road (F.M. 2128), at a total distance of 1686.47 feet to a found 1/2" iron rod on the Southeast corner of said Lot 11 for the Southeast corner hereof;

THENCE, North 80 degrees 51 minutes West, along the South line of said Lot 11, a distance of 147.54 feet, to a set 1/2" iron rod on the Southwest corner of said Lot 11 for the Southwest corner hereof;

THENCE, North 8 degrees 59 minutes East, at a distance of 1645.39 feet pass a set 1/2" iron rod on the South right of way line of Schunior Road (F.M. 2128), at a total distance of 1686.66 to the POINT OF BEGINNING, containing 5.71 acres, more or less, of which 0.14 acre lie in Public Road right of way.

JOB # 94-3670

DATED: 10-06-94

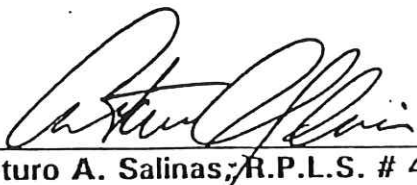

Arturo A. Salinas, R.P.L.S. # 4802



EXHIBIT B^{u u}

It is understood that the following provisions will be set out and contained in the deed to the property conveyed to the buyer and such provisions shall constitute covenants running with the land, binding upon the buyers hereto, their heirs, executors and assigns.

NO BARS OR ON PREMISES ALCOHOL CONSUMPTION JUNK YARDS NOR SLAUGHTER.

OF ANIMALS SHALL BE PERMITTED AT ANY TIME . . .

The following restrictions shall be binding for five years after the transfer of ownership by warranty deed to buyers:

1. No commercial, retail or wholesale activity of any kind shall be conducted.
2. All residential construction shall be brick veneer or better, with 200 foot front setback. (TWO HUNDRED FEET)
3. No heavy machinery or earth moving equipment, inoperable vehicles, appliances or trash, rubbish, piles of dirt, caliche or other building materials shall be permitted.
4. THE TRACT CAN BE SUBDIVIDED ONLY ONCE AND INTO TWO PROPERTIES ONLY.
5. PROPERTY SHALL BE MAINTAINED IN NEAT AND ORDERLY MANNER, WEEDS AND GRASS MOWED AT REGULAR INTERVALS.
6. NO NOXIOUS OR OFFENSIVE ACTIVITY THAT REASONABLY MAY BE CONSIDERED AS PUBLIC NUISANCE SHALL BE CONDUCTED ON ANY LOT TRACT.

A.S. [Signature]

[Signature]
Victor Guzman

B.H.
Dm [Signature]

[Signature]
LMS.

HCH

TRUTH-IN-LENDING (LOAN) DISCLOSURE STATEMENT

(Adapted from 12 C.F.R. pt. 226 app. H (1985) for use with mechanic's lien documents prepared by the State Bar of Texas)

CREDITOR	CONSUMER
Adam Daniec Wieslawa Daniec.	Victor Guzman.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	AMOUNT FINANCED The amount of credit provided to you or on your behalf.	TOTAL OF PAYMENTS The amount you will have paid after you have made all payments as scheduled.
13.00	% \$42,155.61	\$33,000.00	\$75,155.61

You have the right to receive at this time an itemization of the Amount Financed:
 I want an itemization. I do not want an itemization.

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
179	\$417.53	First pmt. due 07/15/1995
1	\$417.74	Last pmt. 06/15/2010

Security: You are giving a security interest in:
 the goods or property being purchased.

Filing Fees \$ _____ Nonfiling Insurance \$ _____

Late Charge: If a payment is late, you will be charged 5.00 % of the late payment. (\$20.87)

Prepayment: If you pay off early, you
 (check if the loan is at simple interest) may will not have to pay a penalty.

(check if private mortgage insurance premiums are charged to the consumer) may will not be entitled to a refund of part of the finance charge.

See your contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Additional Disclosures:

"e" means an estimate

INSURANCE DISCLOSURES

Property Insurance. You may obtain property insurance from anyone that is authorized to transact business in Texas. If you get the insurance from _____, you will pay \$ _____ for _____ months.
 (creditor)

Credit Insurance. If you want, the creditor may provide you with credit insurance for the credit term. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign and agree to pay the additional cost. You understand that if your credit term exceeds 59 months, the premium rates for credit insurance are not fixed or approved by the Texas State Board of Insurance. If you desire insurance, you should indicate the type desired and sign below.

_____ I want credit life insurance on the life of the Consumer only for a premium of \$ _____.

_____ I want credit life insurance on the lives of the Consumer and Co-Borrower for a premium of \$ _____.

_____ I want credit disability insurance (available only to Consumer) for a premium of \$ _____.

 (Consumer's signature)

 (Co-Borrower's signature)

I have received a copy of this statement.

Signature Victor Guzman

Date

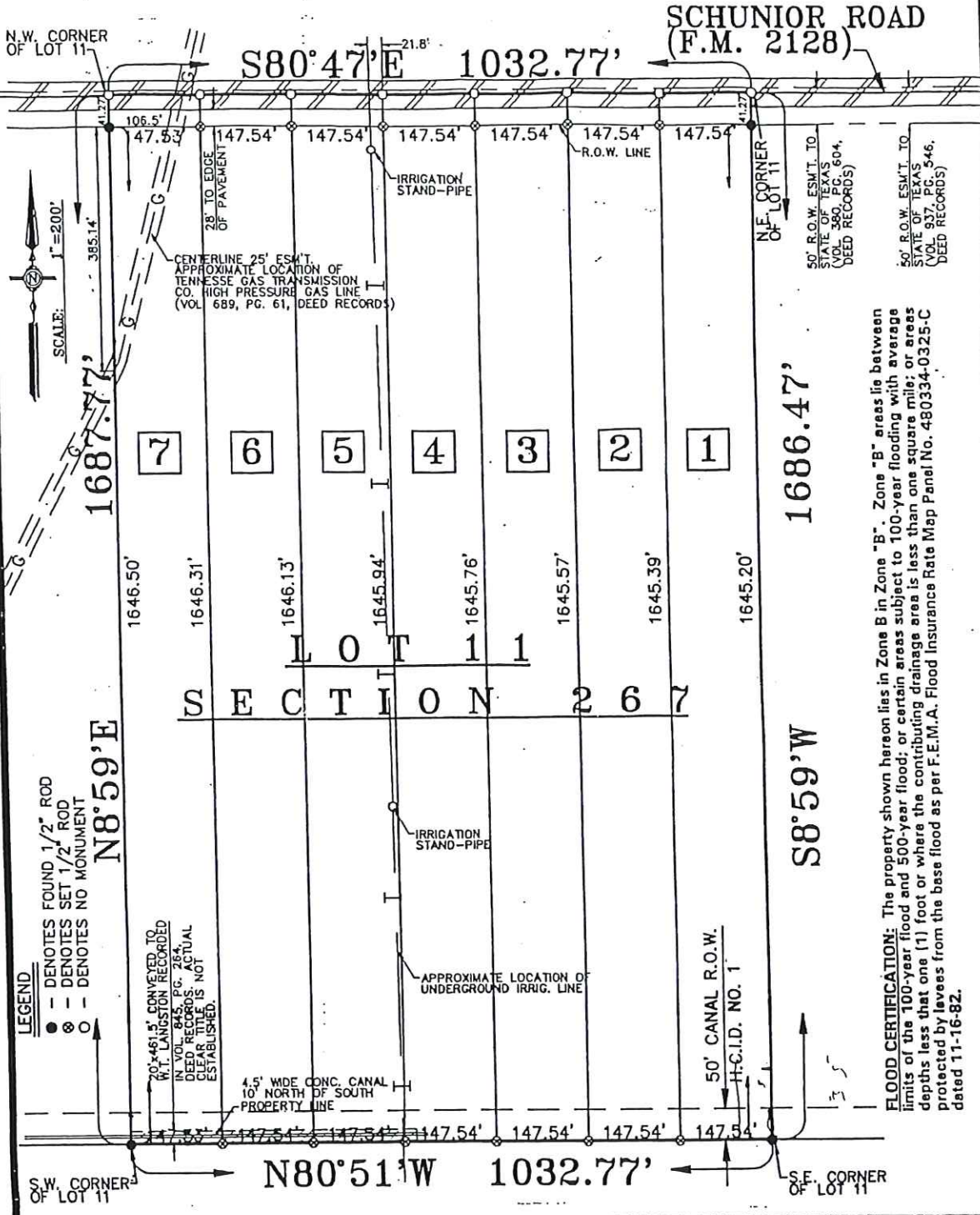
Signature

Date

ART SALINAS

ENGINEERING & SURVEYING

6401 N. 10TH. ST. SUITE 102, McALLEN, TEXAS 78504. PH: (210) 618-5586 FAX: (210) 618-5540



THIS IS TO CERTIFY TO THAT I HAVE, THIS DATE, MADE A CAREFUL AND ACCURATE STANDARD LAND SURVEY ON THE GROUND OF PROPERTY WHICH IS LOCATED AT SCHUNIOR ROAD (F.M. 2128) IN EDINBURG, TEXAS, DESCRIBED AS FOLLOWS: ALL OF LOT 11, SECTION 267, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 20, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

94-3670
Job No.

10-27-94
Revised

Arturo A. Salinas
Registered Professional Land Surveyor No. 4802



#02#048667#08/26** P A Y M E N T R E C E I P T **BG **SEP 11, 1996

-----ACCT NO-31-0992-----LAST BILL-----08/30/96-----

	DESCRIPTION	CURRENT	ARREARS
VICTOR GUZMAN			
220 S 25TH AVE APT 41			
	WATER	15.76	.00
EDINBURG TX	REG ASSESMT	.08	.00
78539 5045			
	BALANCE-DUE:	15.84	
AMOUNT PAID:	15.84		
NEW BALANCE:			

AMOUNT TEND*** \$20.00 C A S H CHANGE*** \$4.16**TR#0016
***** T H A N K ** Y O U *****
* NORTH ALAMO WATER SUPPLY CORP. *

NORTH ALAMO WATER SUPPLY CORP
420 S. DOOLITTLE RD
EDINBURG TEXAS 78539-3832

WIDE?N PER?0896PRINT?NDEV
ACCOUNT ID.31-0992 MEMBER?Y
MEMBER-NO..023889 CYCLE#03
CUST NAME..VICTOR GUZMAN
ADDRESS 1..220 S 25TH AVE APT 41
ADDRESS 2..
CITY,STATE.EDINBURG TX
ZIP CODE...78539-5045 CRRT#CRC013
HOME TELE.(210)380-2118 STAT.A/I.
WORK TELE.(210)383-2372 FIN 000000
SOC-SEC#...461-07-2993 SENIOR?Y/N0
OTHER ID#..07528100
BILL SEQ#..31-00000-00 DATE..072595
SP/NAME2...JOSEFINA GUZMAN
SOC-SEC#2..455-08-8217
OTHER ID#2.07787284
WORK TELE.(000)000-0000 RENT?..
LANDLORD...SAME
LANDL.ADDR1
LANDL.ADDR1
LANDL.CT/ST
LANDL.ZIP..00000-0000 CRRT#

CUSTOMER TYPE.01
LOCATION DSC1.RICH SS/W 907
LOCATION DSC2.
ROUTE*LOC CD..00 INST1.00 INST2.
MAP CODES .(1) (2) (3)
CUST CATEGORY. TAX?.Y EXEMPT CODE..01
TAX RATES..(1)02(2)00(3)00(4)00(5)00
TAX AUTHORITY A-15 B-03 C-01 D-00 E-01
STATS TABLE...F-01 G-00 H-00 I-00 J-00
TIME PAYMENT.. 0.0 B/F. 0.00 |
MEMBER FEE.... 100.0 DT..
OLD ACCT NO... CYCLE 00
TRANSFER DATE. B/F. 0.00
INACTIVE DATE. L/CD
SP/COMMENT....

-----USER DEFINED STATIC-----

Mr Victor Guzman does have an account
with North Alamo Water Supply. If you
have any questions, please feel free to
call our office. Sincerely,
Diana Delgado

09/16/96 - Planning Department verified with Diana Delgado, North Alamo Water Supply Corp.
that water service is for tract of land for which certificate of compliance is being
issued.

CITY OF EDINBURG, TEXAS
P. O. BOX 1079-78540
PHONE 383-5661

APPLICATION FOR AGRICULTURAL
SUBDIVISION EXEMPTION

Application Date 9/9/96 Legal Description: 5.71 Acres
Name: Victor Sulman cut of lot 11 Section 267
Address: 4801 East Richardson Texas Mexican Railway Co
Phone: 380-2118 Survey

Please attach to this Application legible copies of the following documents:

- (1) Warranty Deed for the Property or other ownership instrument.
- (2) Evidence of any presently existing permanent structure on the property, including date of construction.
- (3) Evidence of any Subdivision, recorded or unrecorded, for the Property.
- (4) Current Tax Certificates from all appropriate taxing bodies for the Property.
- (5) Current survey, signed and sealed by a Registered Public Surveyor of the property showing boundaries. Said survey includes metes and bounds description for property boundaries.

Describe fully the Property's current use and proposed use: Vacant
Agricul ture . Proposed use to built home.

NOTE: THIS AGRICULTURAL EXEMPTION TO THE SUBDIVISION ORDINANCE ALLOWS ONLY ONE SINGLE-FAMILY DWELLING OR MOBILE HOME AND DOES NOT ALLOW FOR THE CONSTRUCTION OF A COMMERCIAL OR INDUSTRIAL USE. THE LIMITATION OF ONE SINGLE-FAMILY DWELLING OR A MOBILE HOME SHALL NOT APPLY TO UNSUBDIVIDED PROPERTY MEETING THE MINIMUM TRACT SIZE REQUIREMENTS.

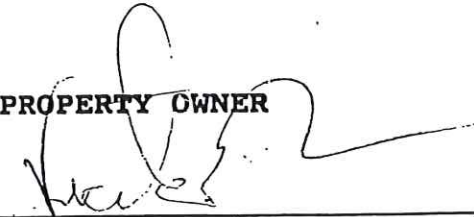
Please be advised that if the property is approved for an Agricultural Exemption to the Subdivision Ordinance, then the property owner may be required to dedicate to the City of Edinburg additional road right of way along a perimeter street and easements for utilities and to record a separate instrument showing 50-foot building setbacks along a county perimeter street. Additionally, the property owner will be required to tender any recording fees necessary to record the above described road right of ways, easements and setbacks in the Official Records of Hidalgo County, Texas.

Land Requirements

- (1) Minimum tract size: five (5) acres (gross)
- (2) Minimum tract width: 150 feet - Consideration may be given to a lesser width in cases of irregular-shaped lots and to existing utility, drainage easements, and road rights-of way affecting the tract.
- (3) Access: Each tract shall have frontage on an existing public road.
- (4) Minimum building elevation: Minimum building elevation as indicated on the current FEMA maps.
- (5) Water supply: A letter of commitment from a potable water supplier agreeing to supply and the ability to serve the tract.
- (6) Sewage disposal: Evidence that onsite sewage disposal facilities are capable of complying with Texas Department of Health regulations.
- (7) Floodplain: Separate instruments dedicating drainage easements, containing the 100-year flood for water courses, drainage way, natural channel or stream; restricting construction and/or fill within the easements as specified by the city engineer.
- (8) Rights-of-way: Separate instruments dedicating additional right-of-way along perimeter streets in accordance with adopted thoroughfare plans.
- (9) Setbacks: Separate instrument dedicating 50-foot setbacks along county perimeter streets. The distance shall be measured through the current or future right-of-way line in accordance with adopted thoroughfare plans.
- (10) A tract conveyed under these provisions shall not be subsequently subdivided unless it meets the requirements of this section.

I HAVE READ THE ABOVE AND FOREGOING APPLICATION AND I HAVE ATTACHED HERETO ALL DOCUMENTATION NECESSARY FOR THE PROCESSING OF THE SAME AND I HEREBY CERTIFY THAT I AM THE PRESENT PROPERTY OWNER/PURCHASER PURSUANT TO THE ATTACHED WARRANTY DEED/CONTRACT FOR DEED OR I HAVE A VALID EXISTING POWER OF ATTORNEY FROM THE PROPERTY OWNER, A COPY OF WHICH IS ATTACHED.

PROPERTY OWNER



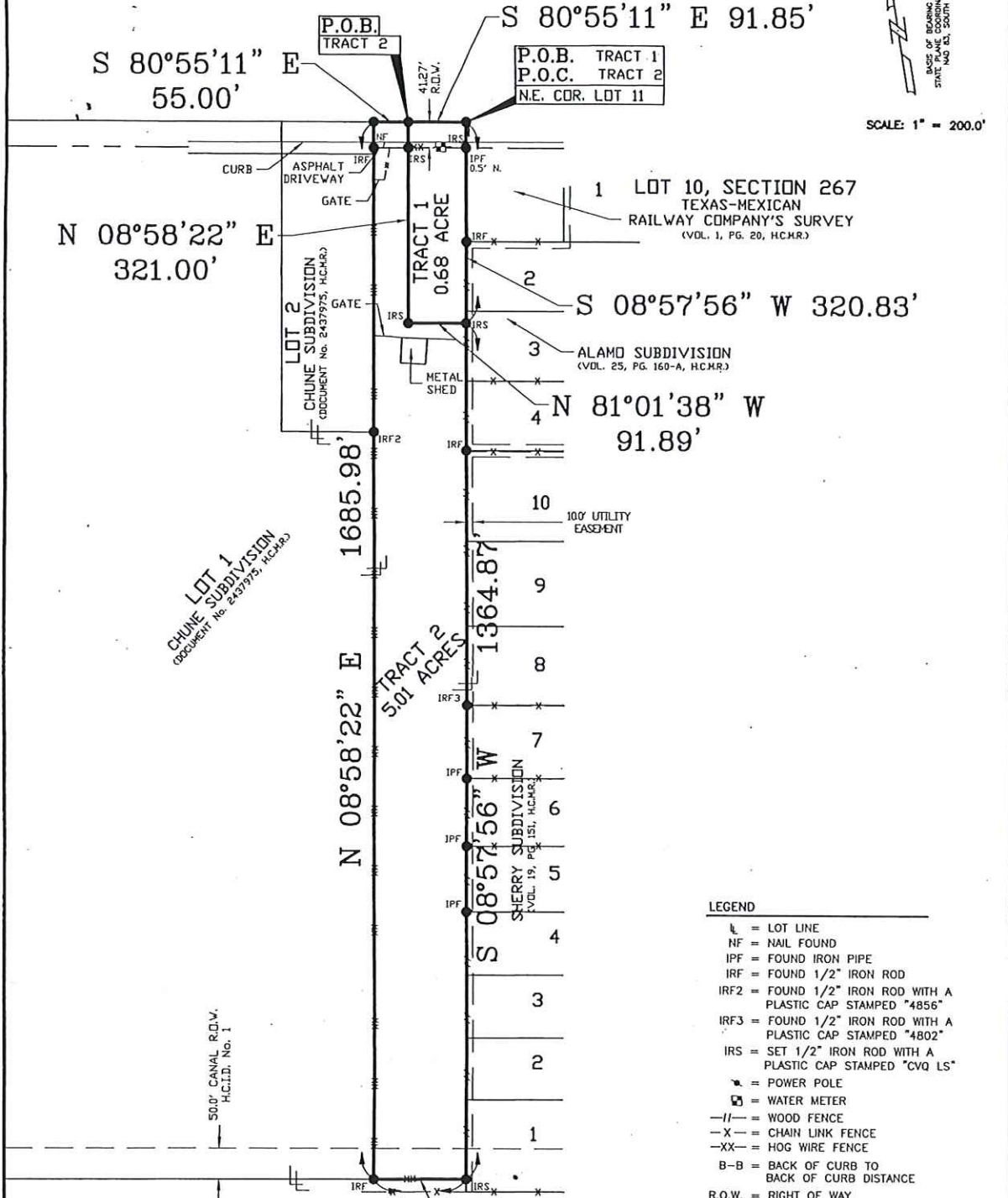
Victor Guzman.

E. RICHARDSON ROAD (F.M. 2128)

(R.O.W. VARIES - 85.2' B-B)
(VOL. 380, PG. 604, H.C.D.R.)



SCALE: 1" = 200.0'



- LEGEND**
- = LOT LINE
 - NF = NAIL FOUND
 - IPF = FOUND IRON PIPE
 - IRF = FOUND 1/2" IRON ROD
 - IRF2 = FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "4856"
 - IRF3 = FOUND 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "4802"
 - IRS = SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVQ LS"
 - ⊙ = POWER POLE
 - ⊠ = WATER METER
 - ||— = WOOD FENCE
 - X- = CHAIN LINK FENCE
 - XX- = HOG WIRE FENCE
 - B-B = BACK OF CURB TO BACK OF CURB DISTANCE
 - R.O.W. = RIGHT OF WAY
 - H.C.M.R. = HIDALGO COUNTY MAP RECORDS
 - H.C.D.R. = HIDALGO COUNTY DEED RECORDS
 - H.C.I.D. = HIDALGO COUNTY IRRIGATION DISTRICT
 - P.O.C. = POINT OF COMMENCING
 - P.O.B. = POINT OF BEGINNING

LOT 1
R.B. CURRY SURVEY No. 1
(VOL. 2, PG. 23, H.C.H.R.)

SURVEY PLAT OF 147.05'
TRACT 1 - 0.68 OF AN ACRE
TRACT 2 - 5.01 ACRES
OUT OF LOT 11, SECTION 267,
TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY
HIDALGO COUNTY, TEXAS
(VOL. 1, PG. 20, H.C.M.R.)

FLOOD DESIGNATION

The flood designation for this property is "Zone X" which are "Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 100-year flood". As per F.E.M.A.s Flood Insurance Rate Map Panel No.:

480334 0325 D, Map Revised: September 3, 2003

Flood Zone is determined by graphic plotting only. We do not assume responsibility for exact determination.

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	SURVEYED DATE: 09/05/2019
	JOB No.: 190805
	DRAWN BY: GTG
	CHECKED BY: C.V.
SURVEYOR'S CERTIFICATION	
I, Jorge Rodriguez , Professional Land Surveyor, do hereby certify the foregoing plat to be a true and correct representation of the land as surveyed on September 5, 2019, on the ground under my direction.	
Jorge Rodriguez R.P.L.S. No. 5303 STATE OF TEXAS	
SHEET: 3 OF 3	