



OFFICE OF THE COUNTY JUDGE
County of Hidalgo

RICHARD F. CORTEZ
County Judge

CERTIFICATES OF PLAT APPROVALS – CONSENT AGENDA

COMMISSIONERS COURT AGENDA FOR January 19, 2021

Approval of the following Certificates:

- Certificates of Plat & Utility Status under Local Government Code Section 232.028 (b)
- Certificates of Residence Construction under Local Government Code Section 232.029 (c)
- Certificates of Water Service Availability under Local Government Code Section (c) (2)

CERTIFICATES OF PLAT & UTILITY STATUS	2
CERTIFICATES OF RESIDENCE CONSTRUCTION	0
CERTIFICATES OF WATER SERVICE AVAILABILITY	1
TOTAL CERTIFICATES	3

PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS

	APPLICANT	APPLICATION NO.
1.	ARACELI MORIN	3-2477
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: JANUARY 19, 2021	



PLANNING DEPARTMENT

Rev. 05-18-20

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
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

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No:

3-2477
8/13/2020

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: Aucei mmn

Address: 3405 Tanner CT
mission TX
78574

Phone: 950 862-1749

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	<u>RP</u> Authorized Signature
Inspection/Permit No:		<u>53028</u>
Date Approved:	<u>/ /</u>	<u>01/08/2021</u>

Water Supplier: Shenyland WSC

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

Account/ESI No.: 100327894
 Temporary Pole Permanent Service

regarding the land described as:

La Floma Trace Lot 106

on Jan. 19, 21, 2021, 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

YES A plat has been prepared;

(Date approved 10/22/96);

YES A plat has been reviewed and approved by the Commissioners Court;
YES 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 Roy Carter);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;

(verified by Roy Carter);

YES 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 Roy Carter);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(verified by Roy Carter);

Roy Carter
Planning Department Authorized Signature

Richard F. Carter 11/9/21
Hidalgo County Judge Date

ATTEST:

Antonio Brayards Jr. 1/20/21
Hidalgo County Clerk Date

APPROVED BY
COMMISSIONERS' COURT
ON: 11/9/21



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Rev. 05-18-20

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T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No:

3-2477

8/13/2020

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Aueli Mann

Address: 3405 Panner Ct
Mission TX 78574

Phone: 956 862-1749

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

LA Homa Tract lot 106

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

[Signature]
Requesting Party (Signature)

1/3/2021
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) Permit

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

1/8/2021
Date

[Signature]
County Official

Charge from Jackito Title Services

SITD/ MM OF # 202438028

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: JULY 30, 2020

Grantor: MARIA OFELIA VELIZ

Grantor's Mailing Address: 122 Floradora Ln
Houston, TX 77076

Grantee: MARTIN REYES CERDA, an unmarried person, and ARACELI MORIN, an unmarried person

Grantee's Mailing Address: 8101 Gregory Ln
Mission, TX 78574

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of LIBRA ENTERPRISES, LLC dba CONSTRUCTION FINANCIAL SOLUTIONS in the principal amount of ONE HUNDRED SEVENTY-SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$177,600.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor LIBRA ENTERPRISES, LLC dba CONSTRUCTION FINANCIAL SOLUTIONS and by a first-lien deed of trust of even date from Grantee to ALLAN B. POLUNSKY, Trustee.

Property (including any improvements):

Lot One Hundred Six (106), LA HOMA TRACE, an addition to the City of Mission, Hidalgo County, Texas, according to the amended map or plat thereof recorded in Volume 31, Page 154, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

- a. Restrictive covenants as recorded in Document No. 542531, Official Records and Volume 31, Page 154, Map Records, Hidalgo County, Texas.
- b. Standby fees, taxes and assessments by any taxing authority for the year 2020, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior

FINANCIAL SOLUTIONS without recourse against Grantor.

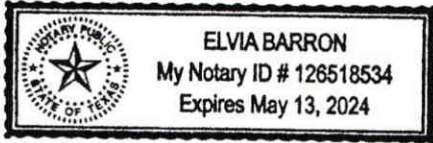
When the context requires, singular nouns and pronouns include the plural.

Maria Ofelia Veliz
MARIA OFELIA VELIZ

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on the 30th day of July, 2020, by MARIA OFELIA VELIZ.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE OFFICE OF:
SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH STREET, SUITE E-2
McALLEN, TEXAS 78504
GF# 202438028

AFTER RECORDING RETURN TO:
MARTIN REYES CERDA and ARACELI MORIN



Chapter 232, Texas Local Government Code

8/13/2020 12:37:37 PM

COUNTY OF HIDALGO
PLANNING DEPARTMENT

Permit No.: Permit 3-2477

Receipt No.: 013749

L1170-00-000-0106-00

Main Office
1304 South 25th Street
Edinburg, Texas 78542
Ph: 956-318-2840
Fax: 956-318-2844

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Mission, Texas 78572
Ph: 956-205-7045
Fax: 956-205-7049

ARACELI MORIN

REYES CERDA MARTIN
1234 TANNER COURT
MISSION, TX 78574
(956) 780-2490
(956) 780-2490

- [1] Contractor: SELF
- [2] Water System: Sharyland WSC
- [3] Class of Work: 25 Residential, new, Single Family Dwelling
- [4] Size of Structure: 2096Sq.Ft.
- [5] Legal Description: LA HOMA TRACE LOT 106
- [6] Location: LA HOMA ROAD AND 6 1/2
- [7] Sewage: N/A
- [8] Construction Type: Wood
- [9] Est. Cost of Construction: \$13000
- [10] Flood Zone: Zone X

Community Panel Number: 4803340290D
Precinct: 3
Certification of Elevation Required: No
Setbacks: Front 25', Rear 35', Side 10', Side 10', Corner '
Special Conditions: MUST COMPLY WITH ALL REGULATIONS
AND COUNTY SETBACKS
Description: Permit 3-2477
Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash
Check/M.O.#:
Payment: \$30.00
Change Due: \$0.00
Application: sandra.cantu

Inspector: javier.cerda
Receipt: sandra.cantu

Sandra Cantu 8/13/2020
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.

ARACELI MORIN
Signature of Owner or Applicant

8/13/2020
Date

PLANNING DEPT. PCT 1 WATER SERVICE AVAILABILITY		
	APPLICANT	APPLICATION NO.
1.	XAVIER ALMODOVAR	1-3788
2.		
	COMM. COURT: JANUARY 19 , 2021	

PLANNING DEPARTMENT

County of Hidalgo



Main Office
1304 South 25th Street
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Ste. A
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956-968-4734
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Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

T.J. Arredondo, CFM
Director of Planning

Application No: 1-3788

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

Upon the application of:

Name: Xavier Almodovar

Address: 7865 Mile 17 N
Edinburg TX 78538

Phone: 956418112

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

Water Supplier: NAWS

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

Account/ESI No.: 1000015533
 Temporary Pole Permanent Service

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

West Tract F+ 550 W60'-E445.7'-N240'
0.33 AC 0.27 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 Jan. 19, 2021, 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

Richard F. Carter
Hidalgo County Judge

11/19/21
Date

ATTEST:

Antonio Brayards Jr.
Hidalgo County Clerk

1/20/21
Date

APPROVED BY
COMMISSIONERS' COURT
ON: 11/19/21



PLANNING DEPARTMENT

County of Hidalgo

Rev. 05-18-20

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Precinct 1 2 3 4

T.J. Arredondo, CFM
Director of Planning

Application No: 1-3788

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

Xavier Almodovar

Known to me [or proved to me in the oath of Tx DSH 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:

West tract F+SSO W60' - E445.7' - N240' 0.33AC 0.27AC" 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."

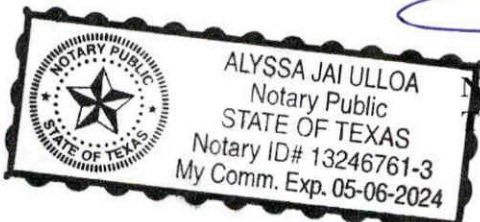
-OR-

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."

X.A.

(Signature)

SUBSCRIBED AND SWORN TO before me on January 8, 2021, to certify which, witnesses my hand and seal of office.



NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

WARRANTY DEED

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 public records: your Social Security number or your driver's license number.

Date: May 2, 2019

Grantor: A & M Construction CO.
Manuel Hernandez
Agustin Hernandez

Grantor's Mailing Address (including county): **P.O. Box 202**
Elsa, Hidalgo County, TX. 78543

Grantee: **Xavier Almodovar & Jessica Reyes**

Grantee's Mailing Address (including county): **215 W. 2nd Street 298**
Pecos, Reeves County, TX. 79772

Sales Price: **\$15,500.00**

SUBJECT PROPERTY:

WEST TRACT W60'-E445.7'-N240' FT 550
0.33 AC 0.27AC NET

PHYSICAL ADDRESS:

7865 Mile 17 N Edcouch, Texas 78538

PROPERTY DESCRIPTION:

Vacant lot 60' x 200'

Reservations from Conveyance: **NONE**

Exceptions to Conveyance of Warranty: **NONE**

NOTE:

Grantor will convey to Grantee clear of all liens and property taxes up to this date.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to the 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 Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

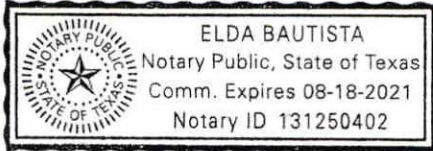
Agustin Hernandez
Agustin Hernandez

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me

on May 2, 2019 by Agustin Hernandez



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

Notary's commission expires: 8-18-2021

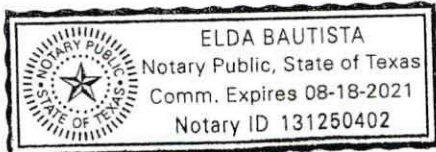
Manuel Hernandez
Manuel Hernandez

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me

on May 2, 2019 by Manuel Hernandez



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

Notary's commission expires: 8-18-2021

PROPERTY ID: 326126

The State of Texas,

12688

VOL 956 PAGE 941

County of HIDALGO

Know All Men by These Presents:

That I, GUADALUPE CONTRERAS

of Hidalgo County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by CHARLES E. HURST Trustee, party of the second part, of Hidalgo County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Aliened, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of Hidalgo, in the State of Texas, to-wit:

A tract or parcel of land being 0.33 acres out of the North 15 acres of Farm Tract 550, Block 126, West Tract Subdivision, Llano Grande Grant, Hidalgo County, Texas, more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point that bears West 445.7 feet from the Northeast corner of said Farm Tract 550;
THENCE West 60.0 feet to a point;
THENCE South 240.0 feet to a point;
THENCE East 60.0 feet to a point;
THENCE North 240.0 feet to the POINT OF BEGINNING, and containing 0.33 acres, more or less

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

That, Whereas, the said parties of the first part are justly indebted to ELSA STATE BANK AND TRUST COMPANY

party of the third part herein, as evidenced by ONE certain promissory note executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit:

Being of even date herewith in the principal sum of Two Thousand Seven Hundred and NO/100 (\$2,700.00) Dollars, payable in 24 equal monthly installments of principal and interest of \$118.45 each, the first of said installments being due and payable on or before the 20th day of April, 1980, and a like installment being due and payable on or before the 20th day of each succeeding month thereafter until fully paid, payment of said note being additionally secured by a Vendor's Lien retained in Deed of even date herewith from Agustin Hernandez, et al. to the said Guadalupe Contreras.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at the door of the Courthouse of the County, or each County, in which said real estate is situated, to sell the same, in accordance with such advertisement, at public vendue, at the Courthouse door of the County in which the sale is to be made, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In addition to the posting of the notice provided for above, the holder of said indebtedness shall, at least twenty-one days preceding the date specified in the hereinabove described notice as the date upon which said property will be sold as aforesaid, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of the holder of said indebtedness which service shall be completed upon deposit of the notice, or a copy thereof, enclosed in a postpaid wrapper, properly addressed to each of such debtors at the most recent address as shown by the records of the holder of such indebtedness, in a post office or official depository under the care and custody of the United States Postal Service or its successors. It is expressly agreed that the affidavit of any person having knowledge of the facts to the effect that such service was completed as aforesaid, shall be prima facie evidence of the fact of such service and it is further expressly agreed and stipulated that the party of the second part, or any employee, agent or representative of the holder of said indebtedness may make such service as aforesaid.

In any event, with or without cause or reason, at the option of the holder of the indebtedness, a successor and substitute Trustee may be named, constituted and appointed by the said holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

It is further agreed and stipulated by parties of the first part that in the event of any sale, under the terms of this deed of trust by the Trustee or a successor substitute Trustee, of the above described property, parties of the first part, their heirs (or successors) and assigns or any party holding possession of the above described property shall forthwith deliver possession of the property to the purchaser at such sale and upon failure to so deliver possession, the relationship of landlord and tenant at will shall be created, and upon demand said purchaser shall be entitled to institute and proceed with a Forcible Detainer action in the Justice of the Peace Court in the Justice Precinct in which said property is located.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against the Parties of the First Part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed.

WITNESS my hand this 20th day of March, 19 80.

Guadalupe Contreras
GUADALUPE CONTRERAS

Hortencia Contreras
Hortencia Contreras

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
GUADALUPE CONTRERAS & Hortencia Contreras



known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 15th day of March A.D. 19 80,

Brenda Ramsey Brenda Ramsey
Notary Public in and for Hidalgo County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A.D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A.D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for

record in my office on the day of , A.D. 19 at o'clock M.,

and was duly recorded by me on the day of A.D. 19

in Vol. , page , of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas

By , Deputy.

12688

176

Deed of Trust

GUADALUPE CONTRERAS

TO

CHARLES E. HURST Trustee

For Benefit of ELSA STATE BANK AND TRUST COMPANY

FILED FOR RECORD THIS DATE

At 8:24 o'clock A.M.

APR 22 1980

SANTOS SALDANA
County Clerk, Tarrant County, Texas

By *[Signature]* Deputy

WHEN RECORDED RETURN TO
Elsa State Bank & Trust Co.
Box 397
Elsa, Texas

The Odor Company, Publishers, Dallas

CH Hidalgo & Starr Counties Abstract Company
Box 792 Edinburg, Texas 78539



COUNTY OF HIDALGO
PLANNING DEPARTMENT

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

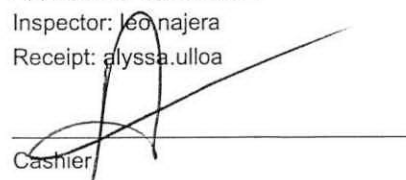
Permit No.: Permit 1-3788
Receipt No.: 015210
W3800-00-550-0000-00

- ALMODOVAR XAVIER & JESSICA REYES
215 W 2ND 298
PECOS , TX 79772
(956) 641-8112
(956) 641-8112
- [1] Contractor: SELF
 - [2] Water System: North Alamo WSC
 - [3] Class of Work: 05 Residential, Move In or relocated building
 - [4] Size of Structure: 900Sq.Ft.
 - [5] Legal Description: WEST TRACT W60'-E445.7'-N240' FT 550
0.33AC 0.27AC NET
 - [6] Location: mile 4 & mile 17
 - [7] Sewage: North Alamo WSC
 - [8] Construction Type: Wood
 - [9] Est. Cost of Construction: \$2000
 - [10] Flood Zone: Zone X

Community Panel Number: 4803340350C
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 1-3788
Price: \$30.00

Total Amount.....\$30.00

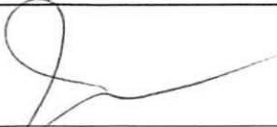
Method of Payment: Cash
Check/M.O.#:
Payment: \$40.00
Change Due: \$10.00
Application: alyssa.ulloa
Inspector: leo najera
Receipt: alyssa.ulloa


Cashier

11/9/20
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 FLOOR 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

11-9-20
Date



PLANNING DEPARTMENT

Rev. 06-03-15

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
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

T.J. Arredondo, CFM
Director of Planning

Precinct 1 2 3 4

Application No: 4-1806
4-1806

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: Perez Sandra & Jose R

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service <u>M Ramirez</u> Authorized Signature
Inspection/Permit No:		<u>Septic installed</u>
Date Approved:	<u>1 1</u>	<u>1 11 12 1</u>

Address: 7016 Calle de los

Arboles

Edinburg, TX 78542

Water Supplier: North Alamo WSC

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

Phone: (956) 212-6003 or (956) 393-7332

Account/ESI No.: 1000015617
 Temporary Pole Permanent Service

regarding the land described as:

The Estates at Santa Cruz Ranches No: 3 Lot 1

on Jan. 19, 2021, 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

- A plat has been prepared; (Date approved 08/29/14;
- A plat has been reviewed and approved by the Commissioners Court; (verified by [Signature]);
- 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 M Ramirez);
- No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by M Ramirez);
- Yes 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 M Ramirez);
- 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

Rodolfo F. Cruz 1/19/21
Hidalgo County Judge Date

ATTEST: [Signature] 1/20/21
Hidalgo County Clerk Date

APPROVED BY
COMMISSIONERS' COURT
ON: 1/19/21



PLANNING DEPARTMENT

Rev. 06-03-15

County of Hidalgo

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-968-4734
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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: 4-1806

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Sandra Perez

Address: 10017 Mile 22 1/2 N
Edinburg, TX 78542

Phone: 956-212-6003

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

The Estates at Santa Cruz Ranches No 3 Lot 1

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- Subdivider
- Owner of lot in subdivision
- Resident of lot in a subdivision
- Entity that provides utility service

Sandra Pz
Requesting Party (Signature)

1/11/2021
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) PMT

.....
This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

01/13/2021
Date

[Signature]
County Official

30

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

2549340

Date: September 5, 2014

Grantor: Santa Cruz Properties, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 959
Edinburg, Texas 78540

Grantee: Sandra Elizabeth Perez and Jose Rodolfo PErez

Grantee's Mailing Address (including county):
7016 Calle de los Arboles
Edinburg, Texas 78542
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Forty-Three Thousand Five Hundred Dollars and No Cents (\$43,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Catherine Helgeson, Trustee.

Property (including any improvements):

Lot(s) 01, The Estates at Santa Cruz Ranches No. 3, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2544213

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of The Estates at Santa Cruz Ranches No. 3, as shown by the map or plat thereof filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's File Number 2544213; and
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

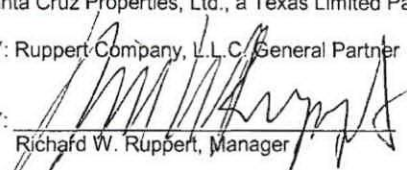
SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property. If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute. When the context requires, singular nouns and pronouns include the plural.

Santa Cruz Properties, Ltd., a Texas Limited Partnership

BY: Ruppert Company, L.L.C. General Partner

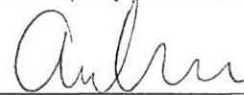
BY: 
Richard W. Ruppert, Manager

(Acknowledgment)

State of Texas
County of Hidalgo.

This instrument was acknowledged before me on the 05 day of September, 2014, by Richard W. Ruppert, Manager of Ruppert Company, L.L.C., a Texas Limited Liability Company in its capacity of General Partner of Santa Cruz Properties, Ltd., a Texas Limited Partnership a Texas Limited Partnership..




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Santa Cruz Properties, Ltd.
P.O. Box 959
Edinburg, Texas 78540

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com



Chapter 232, Texas Local Government Code
COUNTY OF HIDALGO
PLANNING DEPARTMENT

4/24/2019 1:18:34 PM

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


Permit No.: Permit 4-1806
 Receipt No.: 007214
 T3135-03-000-0001-00

PEREZ SANDRA E & JOSE R
 7016 CALLE DE LOS ARBOLES
 EDINBURG, TX 78542
 (956) 212-6003
 (956) 393-7332

Community Panel Number: 4803340325D
 Precinct: 4
 Certification of Elevation Required: No
 Setbacks: Front 40', Rear 15', Side 15', Side ', Corner 30'
 Special Conditions: MUST COMPLY WITH HCPD SETBACKS AND REGULATIONS
 Description: Permit 4-1806
 Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash
 Check/M.O.#:
 Payment: \$30
 Change Due: \$0.00
 Application: guillermo.rodriquez
 Inspector: peter.hernandez
 Receipt: guillermo.rodriquez



 Cashier 4/24/19
 Date

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 25 Residential, new, Single Family Dwelling
- [4] Size of Structure: 1800Sq.Ft.
- [5] Legal Description: THE ESTATES AT SANTA CRUZ RANCHES NO. 3 LOT 1
- [6] Location: CIBOLO DR AND 22 1/2 N RD
- [7] Sewage: N/A
- [8] Construction Type: Block
- [9] Est. Cost of Construction: \$60000
- [10] Flood Zone: Zone X

Prop. ID# 959838

[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

4/24/19

 Date