



OFFICE OF THE COUNTY JUDGE
County of Hidalgo

RICHARD F. CORTEZ
County Judge

CERTIFICATES OF PLAT APPROVALS – CONSENT AGENDA

COMMISSIONERS COURT AGENDA FOR February 6, 2024

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	<u>2</u>
CERTIFICATES OF RESIDENCE CONSTRUCTION	<u>0</u>
CERTIFICATES OF WATER SERVICE AVAILABILITY	<u>1</u>
TOTAL CERTIFICATES	<u>3</u>



PLANNING DEPARTMENT

Rev. 7-24-23

County of Hidalgo

Main Office
2818 S. Business Hwy
281
Edinburg, Texas 78539
956-318-2840
956-318-2844

Precinct No. 1 Substation
1900 Joe Stephens Ave.
Ste. A
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Anthony Uresti

Director

Application No: 4-8134

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:

Mary Jo Jaramillo +

Name: Javier Jaramillo

Address: 15737 Hendrix Dr
Edinburg TX 78542

Phone: (956) 252-7452

Approved by Environmental Health:	Temporary Service Authorized Signature	Final Service <u>M Ramirez</u> Authorized Signature <u>Septics Installed</u> <u>1/26/24</u>
Inspection/Permit No:		
Date Approved:	/ /	

Water Supplier: North Alamo

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

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

regarding the land described as: Rincon de Encinos #5 Lot 63

on February 6, 2024, 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 2/6/24);
- yes A plat has been reviewed and approved by the Commissioners Court; (verified by [Signature]);
- 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 [Signature]);
- 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);
- yes 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

Richard F. Carter
Hidalgo County Judge Date 2/6/24

ATTEST: [Signature]
Hidalgo County Clerk Date 2/6/24

APPROVED BY
COMMISSIONERS COURT
ON: 2-6-24 MM



PLANNING DEPARTMENT

Rev. 7-24-23

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Anthony Uresti
Director

Precinct 1 2 3 4

Application No:

4-8134

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: Mary Jo Jaramillo +

Name: Jabier Jaramillo

Address: 5737 Hendrix Dr.
Edinburg, Tx 78542

Phone: 956-252-7452

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

Pincon de Encinos #5 Lot 63

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Mary Jaramillo
Requesting Party (Signature)

1-23-2024
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) copy of 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:

1/31/24
Date

[Signature]
County Official



COUNTY OF HIDALGO
PLANNING DEPARTMENT

Permit No.: Permit 4-8136

Receipt No.: 033202

R2845-05-000-0063-00

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
2818 S Business Hwy 281 Edinburg, Texas 78539	1900 Joe Stephens Ave. Ste. A Weslaco, Texas 78596	2401 N. Moorefield Rd. Mission, Texas 78572
Ph: 956-318-2840	Ph: 956-968-4734	Ph: 956-205-7045
Fax: 956-318-2844	Fax: 956-973-7850	Fax: 956-205-7049

JARAMILLO JABIER & MARY JO

15731 HENDRIX DR
EDINBURG, TX 78542

(956) 252-7452

(956) 609-1771

[1] Contractor: SELF

[2] Water System: North Alamo WSC

[3] Class of Work: 44 Mobile homes

[4] Size of Structure: 1580Sq.Ft.

[5] Legal Description: RINCON DE ENCINOS #5 LOT 63

[6] Location: MONTE CRISTO RD & URESTI RD

[7] Sewage: N/A

[8] Construction Type: Wood

[9] Est. Cost of Construction: \$94800

[10] Flood Zone: Zone AE

Community Panel Number: 4803340325D

Precinct: 4

Certification of Elevation Required: Yes

Setbacks: Front 25', Rear 40', Side 15WS', Side 7ES', Corner '

Special Conditions: MUST COMPLY WITH ALL SETBACKS AND
REGULATIONS REQUIRED BY THE HCPD

Description: Permit 4-8136

Price: \$30.00

Total Amount.....\$30.00

Method of Payment: Cash

Check/M.O.#:

Payment: \$30.00

Change Due: \$0.00

Application: alex.antons

Inspector: israel.lozoya

Receipt: alex.antons

Cashier

Date

1/22/24

[NOTICE]

ALL SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE IN COMPLIANCE WITH THE SUBDIVISION PLAT AND/OR DEED RESTRICTIONS. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. NO MORE THAN ONE SINGLE FAMILY RESIDENCE PER LOT. APPLICANT SHALL COMPLY WITH ALL THE PLAT AND OR DEED RESTRICTIONS AND REQUIREMENTS AFFECTING THE LOT. APPLICANT ACKNOWLEDGES THAT NO FURTHER DIVISION OF THE DESCRIBED PROPERTY SHALL BE DONE WITHOUT FIRST PREPARING A SUBDIVISION PLAT IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES, TEXAS LOCAL GOVERNMENT CODE AND/OR TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES. A CLEARANCE WILL NOT BE ISSUED FOR ANY PROPERTY LOCATED IN AN AREA DESIGNATED AS ZONE 'A', 'AE', 'AH' OR 'AO' UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A DEVELOPMENT PERMIT APPROVED BY THE COUNTY OF HIDALGO FLOOD PLAIN administrator INCLUDING AN ELEVATION CERTIFICATE REFLECTING THE PROPOSED FINISHED FLOOR ELEVATION FOR THE IMPROVEMENTS AND THE BASE FLOOD ELEVATION FOR THE PROPERTY. IN ADDITION, A FINAL CLEARANCE WILL NOT BE ISSUED UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A FINISHED FLOOR CONSTRUCTION ELEVATION CERTIFICATE CONFIRMING THAT ALL IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE TERMS OF THE INITIAL APPLICATION AND FLOOD PLAIN ADMINISTRATION DEVELOPMENT PERMIT. A SEPARATE PERMIT IS ALSO REQUIRED FOR INSTALLATION OF SEPTIC TANKS AND THE VERIFICATION THAT SEPTIC TANKS WERE INSTALLED IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS. THIS APPLICATION IS SUBJECT TO CANCELLATION IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANY TIME AFTER WORK IS COMMENCED. APPLICANT/OWNER STATES THAT NO STRUCTURE EXISTS ON THIS TRACT OF LAND. IF FOUND IN VIOLATION APPROVED APPLICATION MAY BE REVOKED. APPROVED APPLICATION FEE SHALL BE DOUBLED FOR CONSTRUCTION COMMENCING AND/OR STRUCTURES MOVED IN PRIOR TO OBTAINING AN APPROVED APPLICATION. THE FORGOING IS A TRUE AND CORRECT DESCRIPTION OF THE IMPROVEMENTS CONTEMPLATED BY THE UNDERSIGNED APPLICANT, AND THE APPLICANT STATES THAT THE APPLICANT WILL HAVE FULL AUTHORITY OVER THE CONSTRUCTION OF SAME AND CONTRACTOR AND APPLICANT HEREBY AGREE TO COMPLY WITH ALL COUNTY REQUIREMENTS AND APPLICABLE PLAT AND/OR DEED RESTRICTIONS. APPLICANT AND CONTRACTOR HEREBY CERTIFY THAT EACH HAS READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. BY SIGNING THIS APPLICATION, APPLICANT AND CONTRACTOR AUTHORIZE REPRESENTATIVES OF THE COUNTY OF HIDALGO TO COME ON TO THE CONSTRUCTION SITE TO MONITOR CONTRACTOR'S AND APPLICANT'S COMPLIANCE WITH THE TERMS OF THE PERMIT AND THE COUNTY'S SUBDIVISION REGULATIONS. PLEASE CONTACT PLANNING DEPARTMENT 48 HOURS PRIOR TO POURING OF FOUNDATION FOR INSPECTION OF BUILDING SETBACKS FROM PROPERTY LINES AND FINISH FLOOR ELEVATION. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. BUILDING SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE MET PRIOR TO POURING FOUNDATION OR WHEN MOVING IN A STRUCTURE.

Signature of Owner or Applicant

1-22-24
Date

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN 1038316

Date: December 30, 2001

Grantor: Gaston, Hendrix & Gaston, a Texas Partnership

Grantor's Mailing Address (including county):
3105 S. Bus 281
Edinburg, Texas 78539

Grantee: JABIER JARAMILLO and MARY JO JARAMILLO
First Grantee's _____
Second Grantee's _____
Grantee's Home Phone Number:
Grantee's Work Phone Number:
Grantee's Mailing Address (including county):

P. O. BOX 520
WASHINGTON, MICHIGAN 48094
MACOMB County, MICHIGAN

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 Twenty-seven Thousand Nine Hundred and 00/100 Dollars (\$27,900.00), 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 Charles Mann, Trustee.

Property (including any improvements):

Lot(s) 62 AND 63, Rincon De Encinos Subdivision No. 5, Hidalgo County, Texas, according to the map recorded in Volume 35, Pages 135-137, Map Records in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes

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.

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.

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.

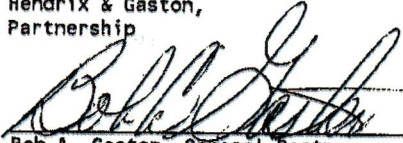
By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and 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.

Gaston, Hendrix & Gaston,
a Texas Partnership

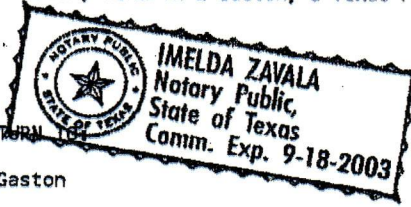
By:

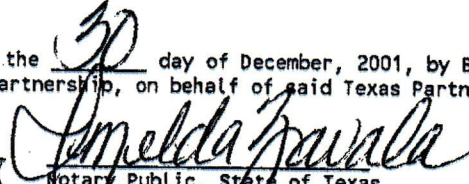

Bob A. Gaston, General Partner

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 30 day of December, 2001, by Bob A. Gaston, General Partner of Gaston, Hendrix & Gaston, a Texas Partnership, on behalf of said Texas Partnership.




Notary Public, State of Texas

SALESPERSON: Bob A. Gaston

AFTER RECORDING RETURN TO:

Gaston, Hendrix & Gaston
3105 S. Bus 281
Edinburg, Texas 78539

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Jan 03, 2002 at 11:11A
As a Recording
Document Number: 1038316
Total Fees: 16.00
Receipt Number - 391412
By: Imelda Leal, Deputy



PLANNING DEPARTMENT

Rev. 7-24-23

County of Hidalgo

Main Office
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281
Edinburg, Texas 78539
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956-205-7045
956-205-7049

Precinct 1 2 3 4

Anthony Uresti
~~Assistant~~ Director

Application No: 4-7817

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: Maria E Muñoz

Address: 1223 Duranta Av.
Alamo Texas
78516

Phone: 956-274-8109

Approved by Environmental Health:	Temporary Service	Final Service
_____	_____	_____
Inspection/Permit No:	Authorized Signature	Authorized Signature
Date Approved:	/ /	<u>P. SEWELL</u> <u>01/25/2024</u>

Water Supplier: North Alamo water supply

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

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

regarding the land described as:

Ph.1 Eldora Heights Lot 67

on February 6, 2024, 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;
- 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;
- YES 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;
- NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 4/18/01);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Richard F. Carter
Hidalgo County Judge 2/6/24
Date

ATTEST: [Signature]
Hidalgo County Clerk 2/6/24
Date

APPROVED BY
COMMISSIONERS COURT
ON: 2-6-24 MM



PLANNING DEPARTMENT

Rev. 7-24-23

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956-205-7045
956-205-7049

Precinct 1 2 3 4

Anthony Uresti
Director

Application No: 4-7817

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: Maria E. Moniz

Address: 1223 Duranta Av.
Alamo Texas 78516

Phone: 956 274-81-09

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

Eldora Heights Ph-1 lot 67

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)

01/25/24
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) copy of amt.

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

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

1/31/24
Date

[Signature]
County Official



COUNTY OF HIDALGO
PLANNING DEPARTMENT

Permit No.: Permit 4-7817
Receipt No.: 031722
E5038-01-000-0067-00

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
2818 S Business Hwy 281 Edinburg, Texas 78539	1900 Joe Stephens Ave. Ste. A Weslaco, Texas 78596	2401 N. Moorefield Rd. Mission, Texas 78572
Ph: 956-318-2840 Fax: 956-318-2844	Ph: 956-968-4734 Fax: 956-973-7850	Ph: 956-205-7045 Fax: 956-205-7049

MUNIZ MARIA ELIDA
912 SAN JOSE ST
SAN JUAN, TX 78589
(956) 274-8109
(956) 714-0938

- [1] Contractor: SELF
- [2] Water System: North Alamo WSC
- [3] Class of Work: 01 Residential, new, Single Family Dwelling
- [4] Size of Structure: 696Sq.Ft.
- [5] Legal Description: ELDORA HEIGHTS M/H PH 1 LOT 67
- [6] Location: ELDORA RD & CESAR CHAVEZ RD
- [7] Sewage: North Alamo WSC
- [8] Construction Type: Block
- [9] Est. Cost of Construction: \$38605
- [10] Flood Zone: Zone B

Community Panel Number: 4803340425C
Precinct: 4
Certification of Elevation Required: No
Setbacks: Front 20', Rear 20', Side 6', Side 6', Corner '
Special Conditions: MUST COMPLY WITH ALL SETBACKS AND REGULATIONS REQUIRED BY THE HCPD
Description: Permit 4-7817
Price: \$30.00

Total Amount.....\$30.00

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

melissa Lopez 10/2/23
Cashier Date

1D#427202

[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.

me
Signature of Owner or Applicant

10/02/23
Date

Need #40
EH 67
0

NOTICE OF CONFIDENTIALITY RIGHTS:

**IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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**

RELEASE OF LIEN

Date: **September 26, 2018**

NOTE

Date: **March 1, 2002**

Original Amount: **Eleven Thousand Five Hundred and No/100 Dollars (\$11,500.00)**

Maker: **Maria Elida Muniz**

Payee: **Eldora Heights, L.L.C., a Texas Limited Liability Company**

Date of Maturity: **As therein provided**

Holder of Note and Lien: **Eldora Heights, L.L.C., A Texas Limited Liability Company**

Holder's Mailing Address: **P. O. Box 5848
McAllen, Texas 78502
Hidalgo County**

Note and Lien Described in the following documents recorded in:

Vendor's Lien retained in Deed dated March 1, 2002 executed by Eldora Heights, L.L.C., a Texas Limited Liability Company to Maria Elida Muniz filed on March 4, 2002 under Document Number 1057964, Official Records of Hidalgo County, Texas, securing the payment of one note of even date therewith in the principal sum of \$11,500.00 payable to the order of Eldora Heights, L.L.C., a Texas Limited Liability Company and being additionally secured by a Deed of Trust dated March 1, 2002 to John G. Phillips, Trustee; said Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas on March 4, 2002 under Document Number 1057965, Official Records of Hidalgo County, Texas.

Property:

Lot (s) 67, Eldora Heights Mobile Home Subdivision, Phase I, an addition to the City of San Juan, as shown by the map or plat thereof recorded in Volume 37, Pages 102 and 103, Map Records, Hidalgo County, Texas.

For value received, Holder of Note and Lien releases only the Property from the Lien and from all liens held by Holder of Note and Lien, without regard to how they were created or evidenced.

Holder of the Note and Lien expressly waives and releases all present and future rights to establish or enforce the Lien as security for payment of any future or other indebtedness.

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

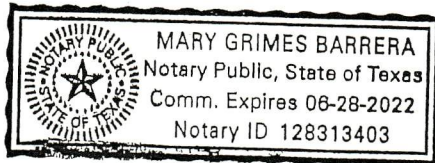
ELDORA HEIGHTS, L.L.C., a Texas Limited Liability Company

BY: *John G. Phillips* President
JOHN G. PHILLIPS

(Corporation Acknowledgment)

STATE OF TEXAS 0
COUNTY OF HIDALGO 0

This instrument was acknowledged before me on the 15 day of **October, 2018** by **JOHN G. PHILLIPS, PRESIDENT, OF ELDORA HEIGHTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**, on behalf of said **ELDORA HEIGHTS, L.L.C., A TEXAS LIMITED LIABILITY COMPANY**.



Mary Grimes Barrera
NOTARY PUBLIC, STATE OF TEXAS

**Prepared in the Law Office of:
Elliott & Ritch LLP
125 E. Caffery Ave./P. O. Box 630
Pharr, Texas 78577
Phone: (956) 787-6261 / Fax: (956) 787-6395**

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

1057964

Date: March 1, 2002

Grantor: Eldora Heights, L.L.C., a Texas Limited Liability Company
Grantor's Mailing Address:
P.O. Box 5848
McAllen, Texas 78502

Grantee: MARIA ELIDA MUNIZ
First Grantee's Social Security Number: 632-28-1146

Grantee's Mailing Address (including county):
127 ALTA
SAN JUAN, Texas 78589
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 Eleven Thousand Five Hundred Dollars and No Cents (\$11,500.00), 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 John G. Phillips, Trustee.

Property (including any improvements):

Lot(s) 67, Eldora Heights Mobile Home Subdivision, Phase I, an addition to the City of San Juan, as shown by the map or plat thereof recorded in Volume 37, Pages 102 and 103, Map Records, Hidalgo County, Texas

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, and there is also 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.

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 year 2002 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. Easements, reservations and restrictions as may be shown on the recorded map or plat of said subdivision as recorded in Volume 37, Pages 102 and 103, Map Records, Hidalgo County, Texas.
12. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.
13. Terms, stipulations and conditions contained in Oil, Gas and Mineral Lease (s) dated November 22, 1984, recorded in Volume 2066, Page 648, and dated December 27, 1986, recorded in Volume 2397, Page 922, both in the Official Records of Hidalgo County, Texas.
14. Restrictive Covenants as set forth in the "Declaration of Covenants, Conditions and Restrictions: recorded in the Office of the County Clerk of Hidalgo County, Texas, under Document Number 967695.

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.

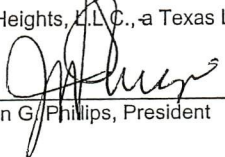
By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and 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.

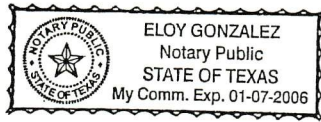
Eldora Heights, L.L.C., a Texas Limited Liability Company

BY: 
John G. Phillips, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 1 day of March, 2002, by John G. Phillips, President, President of Eldora Heights, L.L.C., a Texas Limited Liability Company on behalf of said Texas Limited Liability Company.




Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Eldora Heights, L.L.C.
P.O. Box 5848
McAllen, Texas 78502

Filed for Record in:
Hidalgo County
by J. D. Salinas, III
County Clerk
On: Mar 04, 2002 at 03:27P
As a Recording
Document Number: 1057964
Total Fees: 16.00
Receipt Number - 404535
By: Fio Chavez, Deputy

PLANNING DEPARTMENT

County of Hidalgo



Main Office
2818 S. Business Hwy
281
Edinburg, Texas 78539
956-318-2840
956-318-2844

Precinct No. 1 Substation
1900 Joe Stephens Ave.
Ste. A
Westlaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 1 2 3 4

Anthony Uresti
Director

Application No: 1-8534

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

Upon the application of:

Name: Diana Juarez Rosendiz
Daniel Ouedo Rojas

Address: 2000 N Sattillo Cir
Westlaco Tx 78599

Phone: 956-377-9163

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

Water Supplier: NAWS

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

Account/ESI No.: MA
 Temporary Pole Permanent Service

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

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

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f),
February 6, 2024, the Hidalgo County Commissioners Court approved the
issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

~~OR-~~

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

[Signature]
Planning Department Authorized Signature

[Signature]
Hidalgo County Judge

2/6/24
Date

ATTEST:

[Signature]
Hidalgo County Clerk

2/6/24
Date

APPROVED BY
COMMISSIONERS COURT
ON: 2-6-24 MM



Chapter 232, Texas Local Government Code

12/18/2023 10:53:11 AM

COUNTY OF HIDALGO
PLANNING DEPARTMENT

Main Office	Precinct No. 1 Substation	Precinct No. 3 Substation
2818 S Business Hwy 281 Edinburg, Texas 78539	1900 Joe Stephens Ave. Ste. A Weslaco, Texas 78596	2401 N. Moorefield Rd. Mission, Texas 78572
Ph: 956-318-2840	Ph: 956-968-4734	Ph: 956-205-7045
Fax: 956-318-2844	Fax: 956-973-7850	Fax: 956-205-7049

Permit No.: Permit 1-8534
 Receipt No.: 032816
 E4560-00-000-0110-00

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

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

 Cashier *Sonia Diaz*

 Date *12/18/23*

[NOTICE]

ALL SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE IN COMPLIANCE WITH THE SUBDIVISION PLAT AND/OR DEED RESTRICTIONS. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. NO MORE THAN ONE SINGLE FAMILY RESIDENCE PER LOT. APPLICANT SHALL COMPLY WITH ALL THE PLAT AND OR DEED RESTRICTIONS AND REQUIREMENTS AFFECTING THE LOT. APPLICANT ACKNOWLEDGES THAT NO FURTHER DIVISION OF THE DESCRIBED PROPERTY SHALL BE DONE WITHOUT FIRST PREPARING A SUBDIVISION PLAT IN ACCORDANCE WITH HIDALGO COUNTY SUBDIVISION RULES, TEXAS LOCAL GOVERNMENT CODE AND/OR TEXAS WATER DEVELOPMENT BOARD MODEL SUBDIVISION RULES. A CLEARANCE WILL NOT BE ISSUED FOR ANY PROPERTY LOCATED IN AN AREA DESIGNATED AS ZONE 'A', 'AE', 'AH' OR 'AO' UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A DEVELOPMENT PERMIT APPROVED BY THE COUNTY OF HIDALGO FLOOD PLAIN administrator INCLUDING AN ELEVATION CERTIFICATE REFLECTING THE PROPOSED FINISHED FLOOR ELEVATION FOR THE IMPROVEMENTS AND THE BASE FLOOD ELEVATION FOR THE PROPERTY. IN ADDITION, A FINAL CLEARANCE WILL NOT BE ISSUED UNTIL THE OWNER AND/OR CONTRACTOR HAS PROVIDED THE PLANNING DEPARTMENT A FINISHED FLOOR CONSTRUCTION ELEVATION CERTIFICATE CONFIRMING THAT ALL IMPROVEMENTS WERE CONSTRUCTED IN ACCORDANCE WITH THE TERMS OF THE INITIAL APPLICATION AND FLOOD PLAIN ADMINISTRATION DEVELOPMENT PERMIT. A SEPARATE PERMIT IS ALSO REQUIRED FOR INSTALLATION OF SEPTIC TANKS AND THE VERIFICATION THAT SEPTIC TANKS WERE INSTALLED IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS. THIS APPLICATION IS SUBJECT TO CANCELLATION IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANY TIME AFTER WORK IS COMMENCED. APPLICANT/OWNER STATES THAT NO STRUCTURE EXISTS ON THIS TRACT OF LAND. IF FOUND IN VIOLATION APPROVED APPLICATION MAY BE REVOKED. APPROVED APPLICATION FEE SHALL BE DOUBLED FOR CONSTRUCTION COMMENCING AND/OR STRUCTURES MOVED IN PRIOR TO OBTAINING AN APPROVED APPLICATION. THE FORGOING IS A TRUE AND CORRECT DESCRIPTION OF THE IMPROVEMENTS CONTEMPLATED BY THE UNDERSIGNED APPLICANT, AND THE APPLICANT STATES THAT THE APPLICANT WILL HAVE FULL AUTHORITY OVER THE CONSTRUCTION OF SAME AND CONTRACTOR AND APPLICANT HEREBY AGREE TO COMPLY WITH ALL COUNTY REQUIREMENTS AND APPLICABLE PLAT AND/OR DEED RESTRICTIONS. APPLICANT AND CONTRACTOR HEREBY CERTIFY THAT EACH HAS READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION. BY SIGNING THIS APPLICATION, APPLICANT AND CONTRACTOR AUTHORIZE REPRESENTATIVES OF THE COUNTY OF HIDALGO TO COME ON TO THE CONSTRUCTION SITE TO MONITOR CONTRACTOR'S AND APPLICANT'S COMPLIANCE WITH THE TERMS OF THE PERMIT AND THE COUNTY'S SUBDIVISION REGULATIONS. PLEASE CONTACT PLANNING DEPARTMENT 48 HOURS PRIOR TO POURING OF FOUNDATION FOR INSPECTION OF BUILDING SETBACKS FROM PROPERTY LINES AND FINISH FLOOR ELEVATION. NO CONSTRUCTION ALLOWED OVER ANY EASEMENTS. BUILDING SETBACKS AND FINISH FLOOR ELEVATIONS SHALL BE MET PRIOR TO POURING FOUNDATION OR WHEN MOVING IN A STRUCTURE.

Daniel Oviedo
 Signature of Owner or Applicant

12.10.23
 Date

CONTRACT FOR DEED

Terms

Date: November 13, 2023

Seller: FRANCISCO VILLALOBOS AND MARISELA VILLALOBOS

Seller's Mailing Address:

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

Buyer: DANIEL OVIEDO ROJAS AND DIANA JUAREZ RESENDIZ

Buyer's Mailing Address:

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

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

SUBJECT TO:

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

Sale Price:

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

Down Payment:

ONE THOUSAND DOLLARS (\$1,000.00) DOWN

Place for Payment:

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

Deed in Trust:

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

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

Combined Property Tax Allocation:

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

Condemnation:

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

Clauses and Covenants

A. Buyer agrees to -

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

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

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

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

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

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

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

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

B. Buyer agrees not to -

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

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

C. Seller agrees to -

1. Sell the Property to Buyer.

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

D. Seller agrees not to -

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

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

E. Buyer and Seller agree to the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED AND ACCEPTED:

SELLER:

Francisco Villalobos
FRANCISCO VILLALOBOS

Marisela Villalobos
MARISELA VILLALOBOS

BUYER:

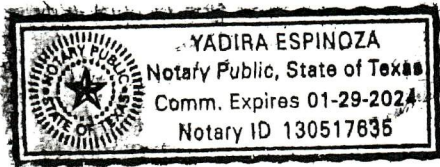
Daniel Quiedo Rojas
DANIEL QUIEDO ROJAS

Diana Juarez
DIANA JUAREZ RESENDIZ

(Acknowledgment)

STATE OF MICHIGAN)
COUNTY OF ALLEGAN)

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

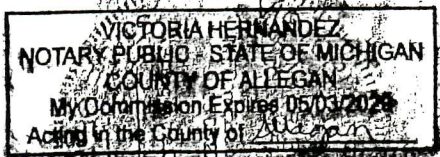


[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires: 01/29/2024

(Acknowledgment)

STATE OF MICHIGAN)
COUNTY OF ALLEGAN)

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

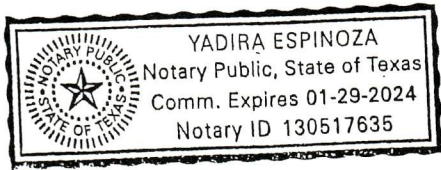


[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF MICHIGAN
My Commission Expires: 05/03/2024

(Acknowledgment)

STATE OF TEXAS)
COUNTY OF HIDALGO)

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

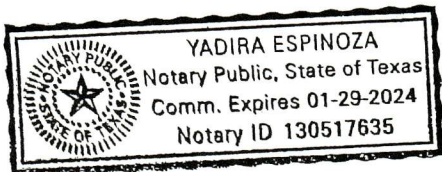


[Signature]
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My Commission Expires: 01/29/2024

(Acknowledgment)

STATE OF TEXAS)
COUNTY OF HIDALGO)

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



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

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

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