## **Compliance & Inspection Certifications Relating to Utility Application Approvals**

Issue ID: 7826

Application for:

Water Sewer

_	Description: An unplatted 2.12 acre tract of land, more or le	, 1987 · · · · · · · · · · · · · · · · · · ·
	on 31, Abstract 3116 and being out of the Part A-3 of share 1 of	
in tha	t certain contract for deed recorded in Vol. 651, Pgs. 408-412 o	f the Webb County Deed Records.
Revie	wer Certifications	4
	Conveyances are compliant (prior, existing & subsequent).	By: <u>V. Seca</u> Initial:
	All Fees Paid	By: D. Cantu Initial:
	ROW Acquired or Not Required as a condition of approval	By: V. Seca Initial: 18
	DSSF Licensed (No): New PEST Not Applicable	
	OSSF Decommissioning certified by? Webb County Sanitarian	By: D. Garza Initial:
	Compliance w/Floodplain Regulations: N/A	By: J. Calderon Initial:
	All required affidavit(s) re grant service are executed.	By: Initial:
	All required affidavit(s) re §232.029, LGC are executed.	By: J. Calderon Initial:
		5,1 <u>5. 56.65.51.</u>
Inspe	ctor Certifications	
	Il Inspections and re-inspections have been performed. The att	tached map is an accurate depiction of
<del></del>	he existing conditions observed in the field.	
R	esidential Structures = 1 Non-residential Structures = 1	By: R. Martinez Initial: 1
⊠ A	ll mandated in-door plumbing observed & compliant	
Т	otal mandated structures: 1	By: R. Martinez Initial: R M
□ c	SSF Decommissioning verified or Unable to verify	By: Initial:
☐ Ir	mprovements compliant with issued Floodplain Dev. permit	By: Initial:
Staff I	Recommendation/Determination	<b>/</b>
Appro	ve pursuant to: Sec. 232.029(c)(2), LGC	By: <u>J. Calderon</u> Initial:
<u>Attest</u>		
By my	signature below, I hereby attest to the authenticity of the above	ve certifications as shown hereon.
	(1)(1)	Seea
_		
Jo	eca, Senior Planner	
		$\mathcal{T}_{\mathcal{M}}$
	Matri Martin	
R	obert Martinez, GIS Technician I Diana Car	rtu, Permit Technician
	$\bigcap$ . $\bigcap$	
1	Win Com	
7	avid Garza Sanitarian	

THIS CONTRACT, made ane entered into this 23rd day of January, a. d., 1981, by and between ABRAHAM PADILLA, JR. and wife, JULIE PADILLA, residents of Laredo, Webb County, Texas, hereinafter referred to as "SELLER" and JULIO DOMINGUEZ and wife, IRENE DOMINGUEZ, hereinafter referred to as "PURCHASER", Witnesseth:

The Seller agrees to sell and the Purchaser agrees to buy the land hereinafter described upon the following terms and conditions, to-wit:

I.

The land to be purchased under this contract is located in Webb County, Texas, and consists of two (2) tracts of land approximately 1.06 acres each, being a total of 2.12 acres of land, more or less, described as follows:

Two (2) tracts of land being a total of 2.12 acres of land, more or less, known as Tract C and Tract D in Porcion No. 31, Abst. No. 3116, being out of Part A-3 of Share No. 1 of the Bruni Estate conveyed by Olivia Bruni to Laredo Cash & Carry Building Materials Inc., which deed is recorded in the Deed Records of Webb County, Texas in vol. 473, pages 461-462 and said tracts are described by metes and bounds as per field notes which are attached to this contract and made a part hereof for all relevant purposes the same as if fully copied herein at length.

It is understood that the acreage as set out above is approximate and that the purchase price stated herein is paid for the land as a whole and not upon any specific acreage. It is further agreed and understood thatthis contract only covers <a href="https://doi.org/10.1007/jhtml.com/">THE SURFACE</a> in and to the above described property and is subject to any easements or leases of record affecting the surface in and to the above described property.

II.

The Purchaser agrees to pay for the above described land the total sum of \$6,500 00 (Sept Houseal Fire House Payable as follows:

- (a) \$1,300.00 to be paid upon execution of this agreement, the receipt and sufficiency of which is hereby acknowledged by Seller.
- (b) Balance of \$\frac{5}{200} \frac{\frac{\text{disc}}{\text{KX}}}{\text{-}}\text{ to be paid by purchaser to seller at Laredo,}

  Webb County, Texas, bearing no interest and payable in equal consecutive monthly installments of \$200.00 each, the first installment shall become due and payable on or before the 23rd day of February, 1981, and a like installment shall become due and payable on or before the same day of each succeeding month thereafter until the balance hereinabove stated has been fully paid by purchaser to seller. All past due payments shall bear interest from maturity at the rate of 10% per annum. Purchaser shall have the right to prepay any amount on this contract and shall not incur any penalty for any prepayment whatsoever.

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Seller shall pay all taxes assessed against the said land for the year 1980 and all prior taxes, the taxes for the year 1981 as well as all other taxes which may be assessed and levied against the above described property for the subsequent years shall be paid by purchaser.

Purchasers certify that they have examined said premises prior to and as a condition precedent to their acceptance and execution of this contract and are satisfied with the condition of said premises.

It is further agreed and understood that should the purchaser fail to consumate this contract as specified for any reason, except title defects, Seller shall have the right to retain all cash payments as liquidated damages and shall be entitled to recover possession of said premises. Purchaser shall have the right to enforce specific performance of this contract, in the event that he faithfully complies with the terms and conditions of this contract, and if seller shall refuse to execute a warranty deed as hereinabove provided for. In the event that purchaser shall fail to make the monthly payments as hereinabove provided for, seller shall give written notice to purchaser that they are in default of this contract, said written notice shall be addressed to purchasers at 2020 Monterrey Ave., Laredo, Texas 78040, and in the event that they fail to make the delinquent monthly payment or payments within thirty (30) days after said notice is mailed or delivered to them, then seller may declare this contract null and void, recover possession of the premises and retain any and all cash payments made by purchaser to seller as liquidated damages herein.

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VII

This agreement constitutes the entire agreement between the Seller and the Purchaser, and the Seller is not bound by any agreement, condition, stipulation, understanding or representation not contained herein.

VIII

The words "Seller" and "Purchaser" and all personal pronouns and relative words used herein with reference to the selling or purchasing party or parties shall apply regardless of number or gender.

In Testimony Whereof the Seller and the purchaser have subscribed their respective names, on the day and year first above written.

(SELLER)

(PURCHASER)

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STATE OF TEXAS

COUNTY OF WEBB

BEFORE ME, the undersigned authority, on this day personally appeared ABRAHAM PADILLA, JR., JULIS PADILLA, JULIO DOMINGUEZ AND IRENE DOMINGUEZ, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 23rd day of January, 1981.

Notary Public, Webb County, Humberto L. Juarez, Jr.

STATE OF TEXAS |

FIELD NOTES OF A TRACT OF LAND CONTAINING 1.06 ACRES OUT OF OLIVIA BRUNI 368.67 ACRE TRACT TO BE KNOWN AS TRACT C IN PORCION No. 31. ABST. No. 3116 BEING OUT OF PART A-3 OF SHARE NO. 1 OF THE BRUNI ESTATE CONVEYED BY OLIVIA BRUNI TO THE LAREDO CASH & CARRY BUILDING MATERIALS INC., WHICH BEED IS RECORDED IN THE DEED RECORDE OF WESS CO., TEXAS IN VOL. 473, PAGES 461 - 462.

SAID 1.06 ACRE TRACT DESCRIBED BY METER AND SOUNDS AS FOLLOWS TO-WIT:

BEGINNING AT A STAKE UNDER THE REGAGNIZER WEST FENGE LINE OF 368.67 AGRE TRACT SET FOR THE SOUTHWEST CORNER OF TRACT B AND THE NORTHWEST CORNER MEREOF;

THENCE EAST ALONG THE SOUTH LINE OF TRACT B BEING THE NORTH LINE OF THIS TRACT, 232.3' TO A STAKE GET FOR THE SOUTHEAST CORNER OF TRACT B AND THE NORTHEAST CORNER HEREOF;

THENCE SOUTH ALONG THE EAST LINE OF THIS TRACT, 197.06' TO A STAKE SET FOR THE NORTHEAST CORNER OF TRACT D AND THE SOUTHEAST CORNER HEREOF;

THENCE WEST ALONG THE NORTH LINE OF TRACT D BEING THE SOUTH LINE OF THIS TRACT, 234.3' TO A STAKE UNDER THE RECOGNIZED WEST FENCE LINE OF 368.67 AGRE TRACT SET FOR THE NORTHWEST CORNER OF TRACT D AND THE SOUTHWEST CORNER HEREOF:

THENCE NORTH ALONG THE RECOGNIZED WEST FENCE LINE OF 368.67 AGRE TRACT BEING THE WEST LINE OF THIS TRACT, 197.061 TO THE PLACE OF BEGINNING. THE NORTHWEST CORNER OF 368.67 AGRE TRACT BAS. NORTH 1940.41.

STATE OF TEXAS !

COUNTY OF JIM HOGG I

I, ALFREDO BARRERA, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING FIELD NOTES ARE TRUE AND CORRECT AS SURVEYED BY ME ON THE GROUND TO THE BEST OF MY KNOWLEDGE AND ABILITY AND THAT ALL CORNERS ARE TRULY DESCRIBED.

THIS THE 18TH. DAY OF APRIL A. D. 1980.

ALFREDO BARRERA REG. NO. 888

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STATE OF TEXAS I

COUNTY OF WEBB I

FIELD NOTES OF A TRACT OF LAND CONTAINING 1.06 AGRES OUT OF OLIVIA BRUNI 368.67 AGRE TRACT TO BE KNOWN AS TRACT D IN PORCION No. 31, ABST. No. 3116 BEING OUT OF PART A-3 OF SHARE NO. 1 OF THE BRUNI ESTATE CONVEYED BY OLIVIA BRUNI TO THE LAREDO CABH & CARRY BUILDING MATERIALS ING., WHICH DEED IS RECORDED IN THE DEED RECORDS OF WEBS CO., TEXAS IN VOL. 473, PAGES 461 - 462. SAID 1.66 AGRE TRACT DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO-WIT:

BEGINNING AT A STAKE ON THE RECOGNIZED WEST FENCE LINE OF 368.67 AGRE TRACT SET FOR THE SOUTHWEST CORNER OF TRACT C AND THE NORTHWEST CORNER OF THIS TRACT. THE RECOGNIZED NORTHWEST CORNER OF368.67 AGRE TRACT BRS. NORTH 2137-461;

THENCE EAST ALONG THE SOUTH LINE OF TRACT C BEING THE NORTH LINE OF TOIS TRACT, 234.3 TO A STAKE SET FOR THE SOUTHEAST CORNER OF TRACT C AND THE NORTHEAST CORNER HEREOF:

THENCE SOUTH ALONG THE EAST LINE OF THIS TRACT, 197.061 TO A STAKE SET FOR THE SOUTHEAST CONNER HEREOF;

THENDE WEST ALONG THE SOUTH LINE OF THIS TRACT, 234.31/TO A STAKE UNBER THE REGOGNIZED WEST FENCE LINE OF 368.67 ACRE TRACT FOR THE SOUTHWEST CORNER HEREOF;

THENCE NORTH ALONG THE RECOGNIZED WEST FENCE LINE OF 368.67 ACRE TRACT BEING THE WEST FENCE LINE OF THIS TRACT, 197.06 TO THE PLACE OF BEGINNING.

STATE OF TEXAS I

COUNTY OF JIM HOGG I

I, ALFREDO BARRERA, A REGISTERED PUBLIC SURVEYOR, DO HERER/ CERTIFY THAT THE POREGRING FIELD NOTES ARE TRUE AND CORRECT AS GRUVEYED BY ME ON THE GROUND TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT ALL CORNERS ARE TRULY DESCRIBED.

THIS THE 18TH. DAY OF APRIL A. D. 1980.

ALFREDO BARRERA REG. No. 888

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# OWNER'S AFFIDAVIT REGARDING PROPERTY DEVELOPMENT LIMITATIONS AND THE PROVISION OF WATER AND ELECTRICAL UTILITIES PURSUANT TO SECTION 232.029(C)(2) TEXAS LOCAL GOVERNMENT CODE

STATE OF TEXAS § COUNTY OF WEBB §

AFFIDAVIT OF Carlos Arispe

SUBJECT PROPERTY: An unplatted 2.12 acre tract of land, more or less, comprised of tract C and D in Porcion 31, Abstract 3116 and being out of the Part A-3 of share 1 of the Bruni Estate as further described in that certain contract for deed recorded in Vol. 651, Pgs. 408-412, Webb County Deed Records.

Before me, the undersigned Notary Public, on this day personally appeared <u>Carlos Arispe</u> and under oath deposed and said as follows:

"My name is <u>Carlos Arispe</u>, I am of sound mind, over the age of twenty-one years, and legally competent to make this affidavit. I have personal knowledge of the facts stated herein and state that such facts are true and correct. I own the above-referenced subject property containing <u>a house and a palapa</u> as further depicted on the attached sketch as Exhibit A.

In conjunction with a request for water and electrical services under the provisions of Section 232.029(c)(2) of the Texas Local Government Code I hereby certify of the following:

 The above-referenced subdivided land is a "lot of record" as defined by Section 232.021(6-a), TLGC as evidenced by the attached property conveyance instrument recorded on 01/23/1981 in Vol. 651, Pgs. 408-412, of the Webb County Deed Records.

2. The tract of land has not been further subdivided since September 1, 1989.

- 3. Pursuant to the provisions of Section 232.029(d)(1), TLGC, I am not the property's subdivider nor the agent of the subdivider.
- 4. The property subject to this request is served by the City of Laredo municipal sewer system and no other sewer discharge exists on the property.

5. I understand that this property is subject to the limitations and conditions set forth in that certain affidavit recorded in Nolume 4256, page 671-674

6. I further understand that I may not subdivide through sale or lease any portion of this property until I secure a plat or replat of the property approved by the local government with jurisdiction over the property (currently the Webb County Commissioners Court)."

"I am making this affidavit at my own free will and without duress. I understand that these conditions are necessary for securing utilities to my property and structures under the stipulations contained herein."

"I understand that I am making this statement and submitting this affidavit as a government record and that it is being relied upon by government agencies for the purpose of confirming that the law allows for the use and connection of the property as I have described above. I understand that making false statements in this affidavit is a crime."

Carlos Arispe

SWORN TO, AFFIRMED, AND SUBSCRIBED TO before me by Carlos Arispe on the 16th day of

, 2017.

NOTARY PUBLIC, STATE OF TEXAS

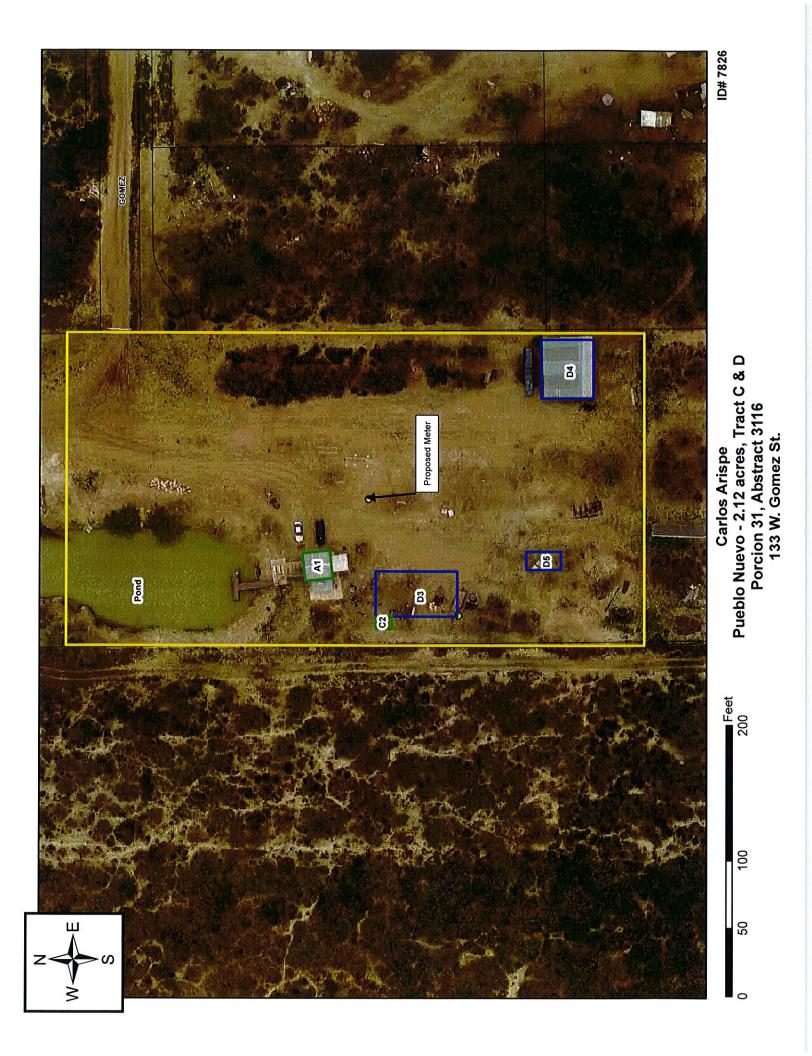
Volume: 4259 Page: 666 - 667

Doc # 1301187

Doc Type: AFFIDAVIT

Record Date: 6/22/2017 3:54:00 PM Record By: RO
Fees \$26.00

Margie Ramirez Ibarra, Webb County Clerk





1102 BOB BULLOCK LOOP LAREDO, TX 78043 956-727-6402

### **SERVICE ADDRESS:**

133 W GOMEZ ST

#### **ACCOUNT NUMBER:**

1083469-657384

BILLING DATE	CYCLE	AREA				
06/30/2017	29-10					
PRIOR BILLING						
Last Bill Amount Payment Past Due / Credit Balance	2817.69 -223.75 2593,94					
If Past Due, may already b	e subject to disconnec	tion.				

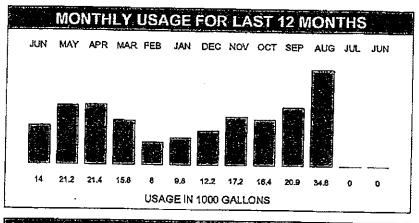
CURRE	NT BILLING
TYPE OF SERVICE	AMOUNT
SW SEWER	49.57
WA WATER	33.77
	-
'	
	· 1
	1
Total Current Charges	* 83.34
Past Due/Credit Balance	2593.94
Total Amount Due	2677.28
Due date for current charges	07/17/2017

#### NIGHT DEPOSITORY AT:

1. CITY HALL ANNEX \* 1102 BOB BULLOCK LOOP 2. CITY HALL NORTH ENTRANCE \* 1110 HOUSTON ST.

For account information or to pay your bill by phone just call: 956-727-6402 For account information or to pay your bill On-Line go to: www.ollaredo or us

SERVICE READING & CONSUMPTION INFORMATION										
SERVICE PERIOD	METER#	CURRENT	PREVIOUS	USAGE	DAYS					
05/09/2017 - 06/07/2017	A94657030	1917	:श्रीमः	5 14000	29					
			Total:	14000						



#### **IMPORTANT MESSAGES**



## PLEASE DO NOT FLUSH:

Wipes, Diapers, Facial Tissues, Medicines, Sanitary Napkins, Feminine Hygiene Products, Condoms, Plastic Wrappers

TO REPORT CONCERNS REGARDING OTHER CITY SERVICES, CALL THE

Oper: MCRGZ CLIY OF LAREDO
\*\*\* CUSTOMER RECEIPT \*\*\*

Oper: MCRGZ Type: OC Drawer: 1
Date: 7/85/17 81 Receipt no: 783659

Customer Lotation Name Amount
1083469 657384 ARISPE, CARLOS
133 W GUMEZ ST
LAREDO, FX 78843
UTILITY PAYMENT
\*\* 18772872
Remaining balance: \$2494.31

Tender detail
CA CASH \$182.97
Ital tendered \$183.88
Iotal tendered \$182.97
Change \$183.88

Trans date: 7/85/17 Time: 13:25:45