

COUNTY OF WEBB CERTIFICATION REGARDING THE CONNECTION OF UTILITIES

Determinations required pursuant to <u>Sections 232.029(c)(2)</u> of the Texas Local Government Code

Legal description of property: An unplatted 2.12 acre tract of land, more or less, comprised of those tracts known as Tracts C and D out of Porcion 31, Abstract 3116, said tract being out of and part of 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 of the Webb County Deed Records.. (ID 7826).

The E-911 (physical address) associated with this request is: 133 W. Gomez St.

Recorded on 03/26/1981 and filed in Volume 651, Pages 408-412, of the Webb County Deed Records.

Requested by: Carlos Arispe (owner) (ID 7826)

Pursuant to the provisions of <u>Section 232.029(c)(2)</u>, Texas Local Government Code, the following determinations have been made by the Webb County Commissioners Court:

The subdivided land has been determined to be a "<u>lot of record</u>" (as defined by <u>232.021(6-a)</u>, <u>TLGC</u>) established by a conveyance instrument from the original subdivider <u>prior to September 1, 1989</u>;

2. 3.	The tract of land <u>has not t</u> The residence has adequa No residential dwellings ha	ate sewer services pro	vided through an orgar	
\boxtimes	horization under this sec Copy of an executed cor subdivider prior to Septem 408-412, of the Webb Cou Notarized affidavit from the Evidence/Documentation i	nveyance instrument nber 1, 1989. Recorde unty Deed Records; e property owner statil	validating that the proed on 03/26/1981 and f	perty was conveyed by iled in Volume <u>651</u> , Page been subdivided; and
Subject	t to the above-described	determinations, the	following utility conn	ection(s) are authorized
	⊠ water	sewer	⊠ electricity	□gas
Hon. Ma Webb C	et and recommended for arco A. Montemayor county Attorney	or approval by:		FM loodplain Administrator
Attested	ed by the Webb County	Hen. Tano E. Webb County	Tijerina	y of <u>July,</u> <u>2017</u> .

Compliance & Inspection Certifications Relating to Utility Application Approvals

Issue ID: 7826

Porcion 31, Abstract 3116 and being out of the Part A-3 of share 1 of the Bruni Estate as further described

An unplatted 2.12 acre tract of land, more or less, comprised of Tract C and D in of

Application for:

Legal Description:

Water Sewer

in that certain contract for deed recorded in Vol. 651, Pgs. 408-	412 of the Webb County Deed Records.
Reviewer Certifications ☐ Conveyances are compliant (prior, existing & subsequent). ☐ All Fees Paid ☐ ROW Acquired or ☐ Not Required as a condition of appro ☐ OSSF Licensed (No): ☐ New ☐ PEST ☐ Not Appl ☐ OSSF Decommissioning certified by? Webb County Sanitar ☐ Compliance w/Floodplain Regulations: N/A ☐ All required affidavit(s) re grant service are executed. ☐ All required affidavit(s) re §232.029, LGC are executed.	by: D. Cantu Initial: Val By: V. Seca Initial: Icable By: Initial:
Inspector Certifications	
All Inspections and re-inspections have been performed. The existing conditions observed in the field.	he attached map is an accurate depiction of
Residential Structures = 1 Non-residential Structures = 1	By: R. Martinez Initial: 1 M
All mandated in-door plumbing observed & compliant	
Total mandated structures: 1	By: R. Martinez Initial: 1
OSSF Decommissioning verified <u>or</u> Unable to verify	By: Initial:
Improvements compliant with issued Floodplain Dev. perm	it By: Initial:
Staff Recommendation/Determination Approve pursuant to: Sec. 232.029(c)(2), LGC	By: <u>J. Calderon</u> Initial:
Attested:	
By my signature below, I hereby attest to the authenticity of the	e above certifications as shown hereon.
(1)Cn	Weea
Jorge Calderon, CFM, Asst. Planning Director Vale	ria Seca, Senior Planner
Notes Martin	
Robert Martinez, GIS Technician I Dian	d Cantu, Permit Technician
Cair Em	
David Garza, Sanitarian	

STATEOF TEXAS [COUNTY OF WEBB]

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 THE SURFACE 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 \$6.5000 (Suf Thousand Fire Hundred) 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{600}{KK}}{} 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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IV

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.

IIIV

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.

va. 651 pace 410

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

ABRAHAM PADILLA, JR.

JULIO DOMINGUEZ.

(PURCHASER)

(SELLER)

Julie Padilla

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

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

PARTE 11 34 AM'81
MRR 26 11 34 AM'81
MENNY FLORES CO. CLEAN

STATE OF TEXAS I

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 DEED IS RECORDED IN THE DEED RECORDS OF WESS CO., TEXAS IN VOL. 473, PAGES 461 - 462.

BEGINNING AT A STAKE UNDER THE REGEGIZER WEST FENCE 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, 232.31 TO A STAKE SET FOR THE SOUTHEAST CORNER OF TRACT B AND THE NORTHEAST CORNER MERCOF;

THENCE SOUTH ALONG THE EAST LINE OF THIS TRACT, 197.061 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, 234.31 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 acre tract being the west line of this tract, 197.06° to the place of beginning. The Northwest corner of 368.67 acre tract Brb. North 1940.4°.

STATE OF TEXAS I

COUNTY OF JIM HOGG I

1, ALFREDO BARRERA, A REGISTERED PUBLIC SURVEYOR, DO HERBY 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

gr.

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 CASH & CARRY BUILDING MATERIALS ING., WHICH DEED IS RECORDED IN THE DEED RECORDS OF WESS CO., TEXAS IN VOL. 473, PAGES 461 - 462. SAID 1.06 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 368.67 AGRE TRACT BRS. NORTH 2137.46";

THENCE EAST ALONG THE SOUTH LINE OF TRACT C BEING THE NORTH LINE OF TBIS TRACT, 234-3' TO A STAKE BET 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 CORNER HEREOF;

THENCE WEST ALONG THE SOUTH LINE OF THIS TRACT, 234.31/TO A STAKE UNDER THE RECOGNIZED 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, 197.061 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 FOREGOING FIELD NOTES ARE TRUE AND CORRECT AS SREVEYED 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.

ALTREDO BARRERA
REG. No. 888

Actor of the

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.
- 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

NOTARY PUBLIC, STATE OF TEXAS

My Comm. Egipso 1080/2017

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



Carlos Arispe
Pueblo Nuevo - 2.12 acres, Tract C & D
Porcion 31, Abstract 3116
133 W. Gomez St.



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				

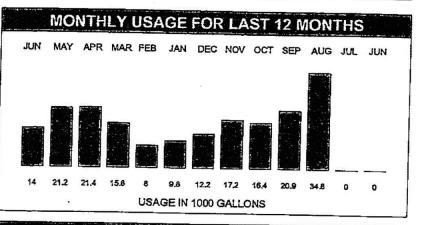
CURRENT BILLING TYPE OF SERVICE AMOUNT SW SEWER 49.57 WA WATER 33.77 Total Current Charges 83.34 Past Due/Credit Balance 2593.94			
. TYPE OF SERVICE		AMOUNT	
SW SEWER	,	49.57	2
WA WATER	1	33,77	
		•	
be		•	
Total Current Charges		83.34	1
Past Due/Credit Balance		2593.94	1
Total Amount Due		2677.28	1
Due date for current charges		07/17/2017	٦

	 _				
MIC	0	20	211	10103	ATA

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.cl.lands.or us

SERVICE	READING &	CONSUMPT	ON INFORMA	TION	.,
SERVICE PERIOD	METER#	CURRENT	PREVIOUS	USAGE	DAYS
05/09/2017 - 06/07/2017	A94657030	1917	1177	h 14000	29
			Total:	14000	



IMPORTANT MESSAGES



TOILETS 🚓 🕞 E TRASHCANS

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

CITY OF LAREDO
**** CUSTOMER RECEIPT ***

Deer: MCRUZ
Type: OC Drawer: 1
Date: 7/95/17 61 Receipt no: 793659

Customer Location Name
1983469 657364 ARISPE, CARLOS
133 W GUMEZ ST
LAREDO, TX 78843
UTILITY PAYMENT
Trans number: \$182.97
Trans number: \$182.97
Trans number: \$2494.31
Tender detail
CA CASH
Tender detail tendered \$163.89
Total payment
Change

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