

RESOLUTION NO. 2025-R-22

Accepting the conveyance of a 6 Foot Wide Utility and Access Easement, located within a tract called 11.2897 acre tract of land described as Tract II in an instrument to Gar-Ram Investments, LTD., recorded in Document No. 916105, Official Public Records of Webb County, Texas (O.P.R.B.C.T.) MORE PARTICULARLY DESCRIBED IN METES AND BOUNDS EXHIBIT “B” AND DEPICTED IN EXHIBIT “A”, ATTACHED HERETO AND MADE PART OF, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Laredo is requesting this easement from Gar-Ram Investments, LTD., to accommodate a portion of a proposed sanitary sewer forcemain proposed sanitary sewer forcemain from existing Sombreretillo Lift Station to exist gravity system located south of Mueller Blvd.; and

WHEREAS, Gar-Ram Investments, LTD, has agreed to the installation of said sanitary sewer service that will serve and improve public services; and

WHEREAS, Gar-Ram Investments, LTD., has agreed to convey said easements to the City of Laredo, and

Whereas, Gar-Ram Investments, LTD., hereby GRANTS, TRANSERS, AND CONVEYS unto the City a permanent utility and access easement (“Easement”) upon and across the Property depicted on the attached Exhibit A, and

Whereas, Gar-Ram Investments, LTD., has agreed to convey certain easements for \$11,000.00 to the City as described in the “Right of Entry Access Agreement”, and

WHEREAS, it is in the best interest of the City of Laredo to accept the conveyance of the above referenced easements as described in Exhibit “B” Metes and Bounds and depicted in Exhibit “A” Boundary Survey.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAREDO THAT:

Section 1: The City Council of the City of Laredo accepts the conveyance of a of a 6 Foot Wide Utility and Access Easement, located within a tract called 11.2897 acre tract of land described as Tract II in an instrument to Gar-Ram Investments, LTD., recorded in Document No. 916105, Official Public Records of Webb County, Texas (O.P.R.B.C.T.) more particularly described in metes and bounds Exhibit “B” and depicted in Exhibit “A”, attached hereto and made part hereof.

Section 2: Said easement tract is necessary to connect accommodate a portion of a proposed sanitary sewer forcemain proposed sanitary sewer forcemain from existing Sombreretillo Lift Station to exist gravity system located south of Mueller Blvd.; and

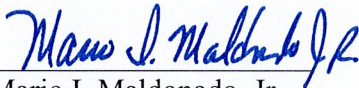
Section 3: This Resolution shall become effective immediately upon passage.

PASSED BY THE CITY COUNCIL AND APPROVED BY THE MAYOR ON THIS, THE
20 DAY OF January, 2025.



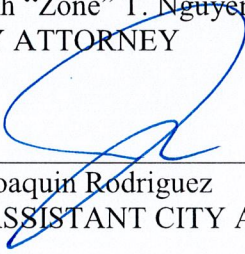
Dr. Victor Trevino
MAYOR

ATTEST:



Mario I. Maldonado, Jr.
CITY SECRETARY

APPROVED AS TO FORM:
Doanh "Zone" T. Nguyen
CITY ATTORNEY

By: 
Joaquin Rodriguez
ASSISTANT CITY ATTORNEY

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.

WASTEWATER LINES EASEMENT

STATE OF TEXAS §
 §
COUNTY OF WEBB §

KNOW ALL MEN BY THESE PRESENTS:

Date: _____, 20____

Grantor: _____, a _____

Grantor's Address: _____
_____, _____ County, _____

City: **CITY OF LAREDO, TEXAS**, a Texas home-rule municipal corporation situated in the county of Webb

City's Address: 1110 Houston St., 3rd floor
Laredo, Webb County, Texas 78042-0579

Easement Tract: All that parcel of land situated in Webb County, Texas, described in the attached **Exhibit A**

Easement Duration: Perpetual

Easement Purpose: To access, install, construct, operate, use, maintain, repair, modify, upgrade, monitor, inspect, replace, make connections with, remove, and decommission the Facilities

Facilities: Wastewater lines with all associated appurtenances

Permitted Encumbrances: Any easements, liens, encumbrances, and other matters not subordinated to the Easement Tract and of record in the Real Property Records of the Texas county in which the Easement Tract is located that are valid, existing, and affect the Easement Tract as of the Date

Non-Permitted Activity: Installation, construction, operation, use, maintenance, repair, modification, upgrade, and replacement of any structure, building, retaining wall, detention or water quality control, rainwater harvesting system, tree, or other similar improvement either above or below the surface of the Easement Tract

Repairable Improvements: Irrigation systems which are installed perpendicular to the Facilities, asphalt or concrete walkways, driveways, parking areas, and access roads at grade level, and barbed-wire, chain-link, or wooden fences which are installed parallel to the Facilities that do not interfere in any material way or are not inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by the City in its reasonable discretion

Grantor, for **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable consideration paid to Grantor, the receipt and sufficiency of which is acknowledged by Grantor, **GRANTS, SELLS, AND CONVEYS** to the City a non-exclusive easement in, over, under, on, and across the Easement Tract for the Easement Purpose as may be necessary or desirable subject to the Permitted Encumbrances, together with (i) the right of ingress and egress at all times over, on, and across the Easement Tract for use of the Easement Tract for the Easement Purpose, (ii) the right to eliminate any encroachments in the Easement Tract that interfere in any material way or are inconsistent with the rights granted the City under this instrument for the Easement Purpose as determined by the City in its reasonable discretion, and (iii) any and all rights and appurtenances pertaining to use of the Easement Tract (collectively, the "**Easement**").

TO HAVE AND TO HOLD the Easement to the City and City's successors and assigns for the Easement Duration and Easement Purpose; provided, however, Grantor reserves the right to enter upon and use any portion of the Easement Tract, but in no event shall Grantor enter upon or use any portion of the Easement Tract for any Non-Permitted Activity or in any other manner that interferes in any material way or is inconsistent with the rights granted the City under this Easement for the Easement Purpose as determined by City in its reasonable discretion. City shall be obligated to restore or replace to a good and functioning condition as determined by the City in its reasonable discretion only the Repairable Improvements which have been removed, relocated, altered, damaged, or destroyed as a result of City's use of the Easement Tract.

Grantor binds Grantor and Grantor's heirs, successors, and assigns to **WARRANT AND FOREVER DEFEND** the title to the Easement, subject to the Permitted Encumbrances, to the City against every person whomsoever lawfully claiming or to claim the Easement Tract or any part of the Easement Tract when the claim is by, through, or under Grantor, but not otherwise.

Except where the context otherwise requires, *Grantor* includes *Grantor's heirs, successors, and assigns* and *City* includes *City's employees, agents, consultants, contractors, successors, and assigns*; and where the context requires, singular nouns and pronouns include the plural.

Executed effective the Date first above stated.

_____,
A _____

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF WEBB §

Before me, the undersigned notary, on this day personally appeared _____ of _____, a _____, known to me through valid identification to be the person whose name is subscribed to the preceding instrument and acknowledged to me that the person executed the instrument in the person's official capacity for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office on _____.

[Seal]

Notary Public, State of _____

APPROVED AS TO FORM:

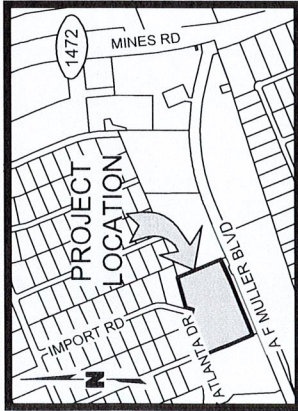
CITY OF LAREDO, TEXAS
OFFICE OF THE CITY ATTORNEY

REVIEWED:

CITY OF LAREDO, TEXAS
UTILITIES DEPARTMENT

By: _____
Name: _____
Title: Assistant City Attorney

By: _____
Name: _____
Title: _____



LEGEND

C.M.	CONTROLLING MONUMENT
DOC.	DOCUMENT
I.	IRON
M.R.W.C.T.	MAP RECORDS OF WEBB COUNTY, TEXAS
NO.	NUMBER
O.P.R.W.C.T.	OFFICIAL PUBLIC RECORDS OF WEBB COUNTY, TEXAS
PG.	PAGE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCING
R.O.W.	RIGHT-OF-WAY
U.E.	UTILITY EASEMENT
VOL.	VOLUME
FND. 1/2" I. ROD	(UNLESS OTHERWISE NOTED)
●	CALCULATED POINT
△	

SKETCH TO ACCOMPANY M&B DESCRIPTION

INTERNATIONAL TRADE CENTER PHASE 2 M.R.W.C.T. VOL. 11, PG. 86

DOLORES GARCIA SURVEY NO. 52
PORCION NO. 17, ABSTRACT NO. 52

LOCATION MAP
NOT TO SCALE

IMPORT ROAD
(VOL. 11, PG. 86, M.R.W.C.T.)

P.O.C.
FND. 5/8" I. ROD

P.O.B.

ATLANTA DRIVE
80' R.O.W.
(VOL. 11, PG. 86
M.R.W.C.T.)

LINE TABLE	
NUMBER	BEARING
L1	S 39°08'58" E
L2	S 22°34'03" E
L3	N 16°18'18" E

TRACT II
CALLED 11.2897 ACRES
GAR-RAM INVESTMENTS, LTD.,
DOC. NO. 916105, O.P.R.W.C.T.

0.0460 ACRE
6' PERMANENT
UTILITY EASEMENT

0.3793 ACRE
20' TEMPORARY
CONSTRUCTION
EASEMENT NO. 1

0.0253 ACRE
20' TEMPORARY
CONSTRUCTION
EASEMENT NO. 2

NOTES:

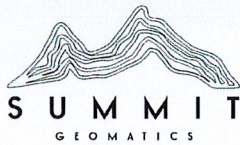
- BEARING ORIENTATION IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH ZONE 4205. DISTANCES AND COORDINATES SHOWN HEREON ARE IN GRID.
- THIS SKETCH WAS PREPARED IN CONJUNCTION WITH A METES & BOUNDS DESCRIPTION OF EVEN DATE.
- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR HAS NOT ABSTRACTED THE SUBJECT PROPERTY, NOR MADE ANY INDEPENDENT INVESTIGATION OR SEARCH FOR EASEMENTS OF RECORD, RESTRICTIVE COVENANTS OR ANY OTHER ENCUMBRANCES THAT MAY AFFECT THE SUBJECT PROPERTY.

SUMMIT
GEOMATICS, INC.
4603 N STAHL PARK SUITE 103
SAN ANTONIO, TEXAS 78217
Tel: 210-971-4870 • summit-geomatics.com
TBPELS FIRM NO. 10194657

SKETCH OF

0.0460 ACRE OF LAND
SITUATED IN THE
DOLORES GARCIA SURVEY
PORCION NO. 17
ABSTRACT NO. 52
WEBB COUNTY, TEXAS

SCALE:	JOB NO.:	DATE:	SHEET:
1"=60'	23.0091	10/10/2024	2 OF 2



DESCRIPTION FOR 0.0460 ACRE OF LAND
SITUATED IN THE DOLORES GARCIA SURVEY, PORCION NO. 17
ABSTRACT NO. 52, WEBB COUNTY, TEXAS

BEING a 0.0460 acre tract of land situated in the Dolores Garcia Survey, Porcion No. 17, Abstract No. 52, Webb County, Texas and being out of a called 11.2897 acre tract of land described as Tract II in an instrument to Gar-Ram Investments, LTD., recorded in Document No. 916105, Official Public Records of Webb County, Texas (O.P.R.B.C.T.); said 0.0460 acre tract of land being described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod found on the Southeast right-of-way line of Import Road (60-foot right-of-way as shown in INTERNATIONAL TRADE CENTER PHASE 2, a subdivision plat recorded in Volume 11, Page 86, Map Records of Webb County, Texas (M.R.W.C.T.)) being the most Westerly corner of Lot 22, Block 5 of said INTERNATIONAL TRADE CENTER PHASE 2;

THENCE, South 39° 08' 58" East, along and with the Southeast right-of-way line of said Import Road, a distance of 17.78 feet to a calculated point at the intersection of Atlanta Drive (80-foot right-of-way as shown in said INTERNATIONAL TRADE CENTER PHASE 2) and said Import Road, being the Southwest corner of said Lot 22 and a North corner of said 11.2897 acre tract, marking the Northwest corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, North 75° 11' 58" East, departing from the said intersection, along and with the South line of said Lot 22, and the North line of said 11.2897 acre tract, a distance of 331.92 feet to a 1/2-inch iron rod found for the Northwest corner of Lot 1, Block 1 of UTILITY TRAILER PLAT, a subdivision plat recorded in Volume 38, Page 40, M.R.W.C.T., marking the Northeast corner of said 11.2897 acre tract and of the herein described tract, from which a 1/2-inch iron with yellow cap found for a Northerly corner of said Lot 1 bears North 75° 11' 58" East, a distance of 141.23 feet;

THENCE, South 22° 34' 03" East, along and with the West line of said Lot 1 and the East line of said 11.2897 acre tract, a distance of 6.06 feet to a calculated point, marking the Southeast corner of the herein described tract, from which a 1/2-inch iron rod found for the Southeast corner of said 11.2897 acre tract bears South 22° 34' 03" East, a distance of 501.17 feet;

THENCE, South 75° 11' 58" West, over and across said 11.2897 acre tract, a distance of 336.36 feet to a calculated point lying on the Easterly right-of-way end of said Atlanta Drive, marking the Southwest corner of the herein described tract;

THENCE, North 16° 18' 18" East, along and with the Easterly right-of-way end of said Atlanta Drive and a upper West line of said 11.2897 acre tract, a distance of 7.01 feet to the **POINT OF BEGINNING** and containing 0.0460 acre of land.

Notes:

- 1) Bearing orientation is based upon the Texas Coordinate System, South Zone 4205, North American Datum of 1983 (NAD 83), 2011 Adjustment, Epoch 2010.00. Measurements are in U.S. Survey Feet.
- 2) A sketch of even date was prepared in conjunction with this description.

Odilon Bernal III, RPLS 6941
Summit Geomatics, Inc.
4603 N Stahl Park Suite 103
San Antonio, Texas 78217
TBPELS Firm No. 10194657

**PRELIMINARY, THIS DOCUMENT SHALL NOT
BE RECORDED FOR ANY PURPOSE AND
SHALL NOT BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY DOCUMENT**

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.

TEMPORARY CONSTRUCTION EASEMENT

STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF WEBB §

Date: _____, 20____

THAT THIS EASEMENT AGREEMENT is entered into by the undersigned, Gar-Ram Investments, Ltd., a Texas limited partnership, hereinafter referred to as "GRANTOR", and the City of Laredo, a Texas home rule municipality, hereinafter referred to as "GRANTEE". Wherein Grantor, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration paid by Grantee, receipt of which is hereby acknowledged, does by these presents, GRANT, CONVEY, AND CONFIRM unto Grantee, a Temporary Construction Easement and the right and privilege to go over, under, upon, across and through the tracts of land in Webb County, Texas depicted in Exhibit "A".

For the consideration above recited and the mutual covenants and conditions herein contained, the parties further agree as follows:

The temporary construction easement shall be for the purpose of providing ingress and egress by general clearing and grading to allow for the installation and construction of wastewater lines with all associated appurtenances, and performance of related work and facilities on Grantor's property.

The Grantee herein, its successors and assigns, shall have, and it is hereby granted, the right of ingress and egress over that portion of the servient estate as is reasonably necessary and for the limited purpose of accessing the easement property herein granted.

There are no liens, attachments, or other encumbrances which will affect the title or right of the Grantor to convey this easement to the Grantee for the purpose as described herein. If such condition does exist, a signature with acknowledgment shall be included and make a part of the document conveying the rights and privileges contained herein, and subordinating any such lien or encumbrances to the easement granted herein.

Following completion of the work, if Grantee has removed or damaged existing improvements, herbage, or landscaping within said licensed area or otherwise on the Grantor's

property, Grantee shall, at its expense, restore properties injured by its activities to substantially the same condition as existed prior to Grantee's entry upon the Grantor's property.

Notwithstanding any provision of this license agreement to the contrary, the Grantor retains the right to enter upon the Grantor's property, at any time and without notice to Grantee, and assuming no obligation to Grantee, to inspect the Grantor's Property and take actions deemed necessary by Grantor for protecting persons or personal property of Grantor.

The temporary construction easement shall terminate and revert to Grantor upon the completion of the construction of wastewater lines with all associated appurtenances

IN WITNESS WHEREOF, the parties execute this instrument on the ____ day of _____, 2024.

Executed effective the Date first above stated.

_____,
A _____

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

CITY OF LAREDO, TEXAS
OFFICE OF THE CITY ATTORNEY

By: _____
Name: _____
Title: Assistant City Attorney

REVIEWED:

CITY OF LAREDO, TEXAS
UTILITIES DEPARTMENT

By: _____
Name: _____
Title: _____

City of Laredo

Legislation Details (With Text)

File #:	2025-R-22	Version:	1
Type:	Resolution	Status:	Agenda Ready
File created:	1/2/2025	In control:	City Council
On agenda:	1/28/2025	Final action:	
Title:	Authorizing City Manager the authority to enter into negotiation and execute all necessary documents, to purchase and close out on, the conveyance of a 6 Foot Wide Utility and Access Easement, located within a tract called 11.2897 acre tract of land described as Tract II in an instrument to Gar-Ram Investments, LTD., recorded in Document No. 916105, Official Public Records of Webb County, Texas (O.P.R.B.C.T.) more particularly described in metes and bounds Exhibit "B" and depicted in Exhibit "A", attached hereto and made part of, providing for an effective date. Easement will be conveyed to City of Laredo in exchange for \$11,000.00. Funding is available in the Sewer System Fund- 2024 Sewer Revenue Bond.		
Sponsors:			
Code sections:			
Attachments:	1. Exhibit A Sombreretillo_UE1(G) DRAFT, 2. Exhibit B Sombreretillo_UE1(G) DRAFT, 3. Gar Ram Investments 2025 R 22, 4. Wastewater Lines Easement 1.3.2025, 5. Temporary Construction Easement 1.3.2025		

Date	Ver.	Action By	Action	Result
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SUBJECT

Authorizing City Manager the authority to enter into negotiation and execute all necessary documents, to purchase and close out on, the conveyance of a 6 Foot Wide Utility and Access Easement, located within a tract called 11.2897 acre tract of land described as Tract II in an instrument to Gar-Ram Investments, LTD., recorded in Document No. 916105, Official Public Records of Webb County, Texas (O.P.R.B.C.T.) more particularly described in metes and bounds Exhibit "B" and depicted in Exhibit "A", attached hereto and made part of, providing for an effective date. Easement will be conveyed to City of Laredo in exchange for \$11,000.00. Funding is available in the Sewer System Fund- 2024 Sewer Revenue Bond.

PREVIOUS COUNCIL ACTION

None

BACKGROUND

The City of Laredo is requesting said easement to accommodate proposed sanitary sewer force main from existing Sombreretillo Lift Station to existing gravity system located south of Mueller Blvd. Proposed force main is necessary to eliminate Pan American Lift Station and existing Pan American Force main.

COMMITTEE RECOMMENDATION

NA

STAFF RECOMMENDATION

Approve agenda.

Fiscal Impact

Fiscal Year:	2025
Budgeted Y/N?:	Y
Source of Funds:	2024 Sewer Revenue Bond
Account #:	559-9884-535-9301
Change Order: Exceeds 25% Y/N:	N

FINANCIAL IMPACT:

Funding is available in the 2024 Sewer Revenue Bond. Account Number 559-9884-535-9301. Project ID SW 2505