

**TULIA CITY COUNCIL
TUESDAY NOVEMBER 12, 2024
AT 6:00 P.M.
TULIA CITY HALL, CITY COUNCIL CHAMBERS**

1. Call to Order and Quorum Call

_____ Dusty George, Mayor	_____ City Manager
_____ Israel 'Bibo' Ramirez	_____ City Secretary
_____ Jay Smith	_____ City Attorney
_____ Jed Owens	_____ Electric Director
_____ Greg Needham	_____ Public Works Director
	_____ Chief of Police

2. Presentations and Public Comment (Public Comments is limited to 3 minutes per speaker.)

3. Consider action on the Consent Agenda (usually approval of council meeting minutes will be placed under consent agenda along with non-controversial items that may have already been discussed or routinely handled in the past. This may include resolutions but not ordinances. A council member may remove an item from the consent agenda and place it on the Discussion and Action agenda before a vote on the Consent Agenda items.)

- CONSIDER AND APPROVE MINUTES FROM THE OCTOBER 1ST, 2024 MEETING

4. Items for Discussion and Action

- a. CONSIDER AND TAKE ACTION ON THE RECOMMENDATION OF THE PLANNING AND ZONING COMMITTEE TO CONSIDER THE APPLICATION OF REZONING 429 S MAXWELL AVE, TX 79088, BLOCK 60, LOTS 12-16 OT TULIA FROM RESIDENTIAL R2 TO COMMERCIAL C2 ZONED PROPERTY
- b. DISCUSS AND TAKE ACTION ON ENCROACHMENT LICENSE AGREEMENT WITH PIZZA HUT
- c. DISCUSS AND TAKE ACTION ON TULIA VOLUNTEER FIRE DEPARTMENT BULIDING PLANS FOR ADDITION

- d. DISCUSS PURCHASE OF TULIA VOLUNTEER FIRE DEPARTMENT TRUCK

5. Announcements

- TULIA POWER & LIGHT
- PUBLIC WORKS
- POLICE DEPT
- CITY HALL

6. Adjournment

The City Council of the City of Tulia reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberation about Real Property), 551.073 (Deliberation about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.087 (Economic Development)

This agenda was posted on or before November 8, 2024 by 5:00 p.m.

STATE OF TEXAS X

COUNTY OF SWISHER X

CITY OF TULIA X

ON the 1st day of October, 2024, the City Council of the City of Tulia met in the City Council Chambers at 5:00 p.m.

Present were:	Israel ‘Bibo’ Ramirez	Mayor ProTem
	Gregory Needham	Council Member
	Jay Smith	Council Member

Also present were:	BJ Potts	City Manager
	Russell Proctor	Public Works Director
	Brian West	Electric Director
	Slater Elza	City Attorney

Absent was:	Dusty George	Mayor
	Jed Owens	Council Member
	Kristina Solomon	City Secretary
	Paul Brown	Chief of Police

1. Call to Order and Quorum Call Work Session

Dusty George called the meeting to order at 5:00 p.m. in the City Council Chambers.

2. Presentations and Public Comment (Public Comment is limited to 3 minutes per speaker.)

No comments at this time

3. Consider action on the Consent Agenda (usually approval of council meeting minutes will be placed under consent agenda along with non-controversial items that may have already been discussed or routinely handled in the past. This may include resolutions but not ordinances. A council member may remove an item from the consent agenda and place it on the Discussion and Action agenda before a vote on the Consent Agenda items.)

- CONSIDER AND APPROVE MINUTES FROM THE SEPTEMBER 10TH, 2024 MEETING

Greg Needham made a motion to approve the minutes as presented. A second was made by Jay Smith and passed with a 3-0 vote.

4. Items for Discussion and Action

- a. DISCUSS AND TAKE ACTION ON DEPOSITORY CONTRACT
EXTENSION-HAPPY STATE BANK

Greg Needham made a motion to accept the depository contract extension with Happy State Bank for 1 year. A second was made by Jay Smith and passed with a 3-0 vote.

- b. PRESENTATION BY TVFD FOR DISCUSSION AND ACTION ON THE
USAGE OF CITY PROPERTY

Greg Needham made a motion to approve the usage of city property by the TVFD to place storage containers on the property to be used for training and storage. A second was made by Jay Smith and passed with a 3-0 vote.

5. Announcements

- TULIA POWER & LIGHT
- PUBLIC WORKS
- POLICE DEPT
- CITY HALL

6. Adjournment

With no further business to discuss the meeting was adjourned at 5:32 p.m.

Mayor, Dusty George

ATTEST:

City Secretary, Kristina Solomon

City of Tulia

127 SW 2ND, SUITE 300
P.O. DRAWER 847

(806) 995-3547 FAX (806) 995-2331

Tulia, Texas 79088

cityhall@tulia-tx.gov

APPLICATION FOR ZONING CHANGE

PROCESS

All zoning is by ordinance and only the City Council has the authority to adopt or to change an ordinance. The Council has assigned the study of zoning to the City Planning and Zoning Commission, which will make recommendations to the Council. If the Commission recommends a request for rezoning, it will not be effective until it is passed by the City Council. The rezoning process normally requires a period of sixty (60) days.

APPLICATION

Applicant Name: Joe & Sally Murrell
Mailing Address: 203 Apache Trl
City, State and Zip: Tulia TX 79088
Work Phone: 806-656-1505 Home/Cell Phone: SAME

PROPERTY

Listed Property Owner: Joe Murrell
Property Location (street address): 429 South Maxwell
Property Legal Description: Block 60 LTS 12-16 of Tulia
Subdivision: _____ Lot: _____ Block: _____

ZONING CHANGE REQUEST

Present Zoning (circle one below):

R1 District - Single Family Dwelling District
R2 District - Apt/Multi-Family Dwelling District
C1 District - Retail District
C2 District - General Commercial
M District - Manufacturing

Present Use: None

Proposed Zoning (circle one below):

R1 District - Single Family Dwelling District
R2 District - Apt/Multi-Family Dwelling District
C1 District - Retail District
C2 District - General Commercial
M District - Manufacturing

Proposed Use: Shop and small kitchen & bath
wood working

Signature: Joe Murrell Date: 7-30-2014

Filing Fee required upon submission of each separate application of \$50.00.

Applicant shall furnish documentation explaining the request and provide a site plan drawn to scale with measurements showing existing site and proposed request.

*****Reserved for City Use*****

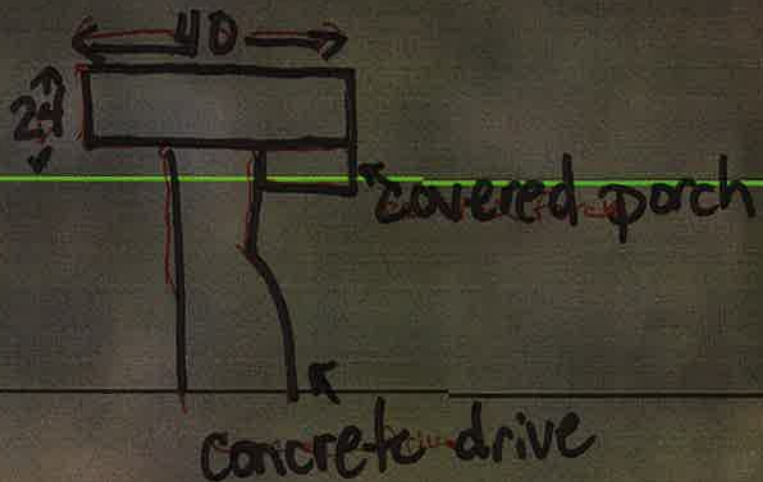
Planning & Zoning Commission Meeting Date: _____ City Council Meeting: _____

Status of Application: Approved _____ Declined _____ Staff Initials: _____

10019

21025

17.794



ENCROACHMENT LICENSE AGREEMENT

This ENCROACHMENT LICENSE AGREEMENT (“**Agreement**”) is entered into as of **Effective Date** (defined below) by and between the City of Tulia, Texas, a home rule municipal corporation and political subdivision of the State of Texas (“**City**” or “**Licensor**”) and La Raza Pizza, Inc., a Texas corporation (“**Licensee**”).

WHEREAS, Licensee owns the real property and improvements located at 811 SW 2nd St., Tulia, Swisher County, Texas 79088 and further described as Lots 13-16, Block 120, Original Town of Tulia, Swisher County, Texas, according to the recorded map or plat thereof (the “**Property**”), and uses the Property as a restaurant;

WHEREAS, Licensee (or Licensee’s predecessor-in-interest) constructed or caused to be constructed a parking lot, driveway, and landscaping improvements (the “**Encroachments**”) that encroach in the City’s public right-of-way on SW 2nd St. and S Gaines Ave. in Tulia, Texas (“**ROW**”), as shown on the survey attached as Exhibit A; and

WHEREAS, Licensee has requested the City to allow the use and occupancy of the ROW for the Encroachments; and

WHEREAS, the City Council of the City of Tulia at its properly posted regular meeting on **November 12, 2024** authorized the City Administrator to execute this Agreement on behalf of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Licensee do hereby agree as follows:

1. **Grant of License.** The City hereby grants to Licensee a revocable, nonexclusive license for the purpose of allowing the Encroachments to encroach in the City’s ROW in their present location and for the Licensee to maintain and use the Encroachments within the ROW, subject to the terms and conditions of this Agreement. As consideration for the grant of this License, Licensee agrees not to modify, alter, enlarge, redesign, or relocate the Encroachments (a “**Major Alteration**”) within the City’s ROW without the prior written consent of the City.

2. **Restrictions on Use of ROW.** Licensee shall use only so much of the City’s ROW as may be necessary to maintain and repair the Encroachments.

- a. Licensee shall, at its own cost and expense, comply with all applicable laws, including but not limited to existing zoning ordinances, governmental rules, and regulations enacted or promulgated by any governmental authority, and shall promptly execute and fulfill all orders and requirements imposed by such governmental authorities for the correction, prevention, and abatement of nuisances in or upon or connected with the Encroachments.
- b. Licensee shall not place upon the City’s ROW any improvements not stated herein, including but not limited to, additions to the Encroachments, support structures,

paving, concrete, lights, or signs without first obtaining the written approval of the City.

- c. Licensee agrees not to change the grade, remove dirt from the surface of, or excavate within the City's ROW without prior written approval from the City.

3. Maintenance of Encroachments. Licensee, at its sole expense, shall upkeep and maintain the Encroachments. The City shall not, under any circumstances, be responsible for any costs of construction, reconstruction, repair, maintenance, or removal of Licensee's Encroachments. If Licensee fails to maintain the Encroachments such that the Encroachments unreasonably interfere with safe and efficient operation or use of the City's ROW, then the City may terminate this Agreement as provided below.

4. Notice. Licensee must notify the City of any plans to perform any Major Alteration to the Encroachments at least 30 days before beginning any such work within the City's ROW.

5. Risk, Liability, Indemnity, and Release. Licensee assumes all risks and liability resulting or arising from or relating to the use, the existing condition or location, or existing state of maintenance or repair of the Encroachments within the ROW. It is further agreed that the City shall not be liable for any damage to the Encroachments because of the City's use or enjoyment of its ROW. The Licensee shall be responsible for and shall compensate the City for any City property damaged or destroyed by Licensee or its occupants, agents, successors, assigns, lessees, or invitees or because of the presence of the Encroachments within the City's ROW. **The Licensee and the Licensee's occupants, agents, successors, assigns, lessees, or invitees, agree to indemnify, release, and hold harmless the City and its officers, employees, and agents against (i) any claim, cause of action (whether based in statute or common law), demand, lawsuit, settlement, damages, costs, and expenses (including attorneys' fees) suffered, incurred, or which may be brought against the City or its officers, employees, or agents arising out of this Agreement, the Encroachments, the condition of the City's ROW where the Encroachments are located, or any act or omission of the Licensee or its occupants, agents, successors, assigns, lessees, or invitees, and (ii) any claim, cause of action (whether based in statute or common law), demand, lawsuit, settlement, damages, costs, and expenses (including attorneys' fees) suffered or incurred by the City in enforcing the terms and provisions of this Agreement against the Licensee or its occupants, agents, successors, assigns, lessees, or invitees.** In the event any City property damaged or destroyed by Licensee or its occupants, agents, successors, assigns, lessees, or invitees or as a result of the presence of the Encroachments within the City's ROW, the City may, at the City's sole option, repair or replace such damaged property at Licensee's expense, and payment is due upon Licensee's receipt of an invoice from the City.

6. Assignment and Binding Nature. **The provisions and conditions of this Agreement are declared covenants running with the Property and shall bind and inure to the benefit of the legal representatives, successors, and assigns of the respective parties hereto, and shall run with the title of the Property until terminated as provided below. Any**

person who acquires any right, title, or interest in or to the Property, or any part thereof, agrees and covenants to abide by and fully perform the provisions of this Agreement.

7. Term and Termination. This Agreement shall remain in effect until terminated as follows.

- a. By City. The City may terminate this Agreement by providing 30 days' written notice of termination to Licensee:
 - i. in the event Licensee stops using the Property as a restaurant;
 - ii. in the event Licensee destroys, removes, and fails to replace the Encroachments from the ROW, or
 - iii. in the event Licensee abandons the Encroachments.

Additionally, if Licensee fails to comply with any of the terms or conditions contained herein for a period of 10 days after the City notifies Licensee of such default, then the City may, at its election, immediately terminate this Agreement.

- b. By Licensee. The Licensee may terminate this Agreement by providing 30 days' written notice of termination to the City.
- c. Effect. Upon termination, all of Licensee's rights hereunder shall cease and come to an end, and the covenants and agreements herein shall immediately cease to run with the land and shall no longer be binding upon and for the benefit of the Property, the City and Licensee, and their respective successors and assigns. Upon termination, Licensee shall cause the removal of the Encroachments from the ROW and shall restore the ROW to substantially its condition before the presence of the Encroachments. In the event the Licensee fails to remove the Encroachments within 30 days of receiving a notice of termination, the City shall have the right to enter upon the City's ROW and remove the Encroachments. All costs of said removal as provided herein shall be borne by the Licensee and shall be paid to the City upon demand.

8. Entire Agreement. This written Agreement contains the entire agreement of the parties, and there are no oral or other representations upon which the City or Licensee have relied upon in entering into this Agreement. This Agreement and the obligations and rights arising hereunder may not be modified nor waived except by written agreement signed by all parties.

9. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when received via personal delivery with signed receipt or via United States Postal Service or certified mail, return receipt requested, addressed to the respective other party at the address provided below or at such other address as the receiving party may have prescribed by written notice to the sending party. The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

Licensor/City: City of Tulia
Attn: City Manager
127 SW 2nd Street
Tulia, Texas 79088

Licensee: La Raza Pizza, Inc.
Attn: _____
P.O. Box 8008
Amarillo, Texas 79114

10. Governing Law. This Agreement is governed by and will be construed and enforced in accordance with Texas law without respect to Texas' choice of law rules. Venue is appropriate in a court of competent jurisdiction located in Swisher County, Texas.

11. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute the same instrument.

12. No Waiver. A waiver by the City of a breach of this Agreement, or the failure of the City to enforce any of the articles or other provisions of this Agreement, will not in any way affect, limit, or waive the City' right to enforce and compel strict compliance with the same or other articles or provisions.

This Agreement is effective as of the date signed by all parties ("**Effective Date**").

City/Licensor:

CITY OF TULIA, TEXAS

By: _____
Dusty George, Mayor

Date Signed: _____

STATE OF TEXAS §
 §
COUNTY OF SWISHER §

This instrument was acknowledged before me on this the _____ day of November, 2024, by Dusty George, the Mayor of the City of Tulia, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public in and for the State of Texas

Licensee:

LA RAZA PIZZA, INC., a Texas corporation

By: _____

Name: _____

Title: _____

Date Signed: _____

STATE OF TEXAS §

COUNTY OF _____ §

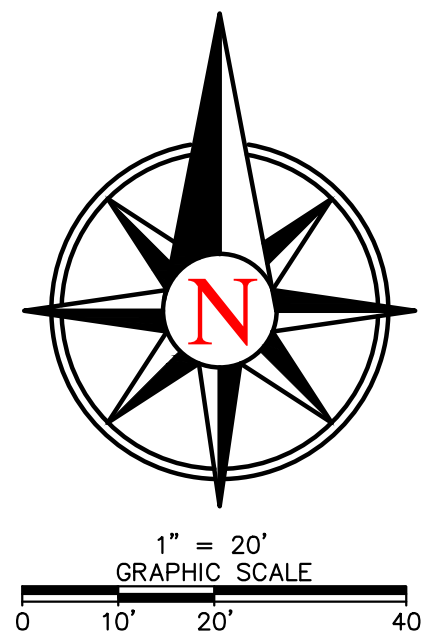
This instrument was acknowledged before me on this the _____ day of November, 2024, by _____, the _____ of LA RAZA PIZZA, INC., a Texas corporation, on behalf of said corporation.

Notary Public in and for the State of Texas

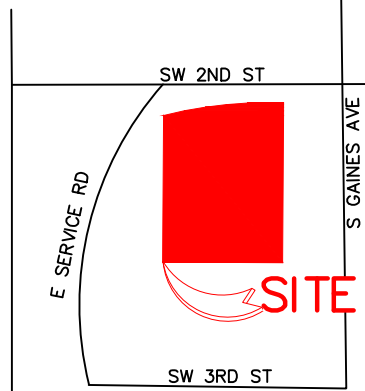
Exhibit A - Survey

SCHEDULE B-II ITEMS

- 10 — THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTER.
- 6 — ROAD DEED TO STATE OF TEXAS BY INSTRUMENT RECORDED IN VOLUME 68, PAGE 329 OF THE DEED RECORDS OF SWISHER COUNTY, TEXAS (AFFECTS, BLANKET IN NATURE)



SITE PICTURE

VICINITY MAP
NOT TO SCALE

LAND AREA

29266 SQUARE FEET±
0.672 ACRES±

PARKING SPACES

REGULAR= 41 HANDICAP= 1
TOTAL= 42

ZONING DATA

ZONING ITEM	REQUIRED	PARKING REQUIREMENTS
ZONING DISTRICT		XXX
PERMITTED USE		
MINIMUM LOT AREA (SQ.FT.)		
MAX BUILDING COVERAGE		
MAX BUILDING HEIGHT		
BUILDING SETBACKS		CONTACT:
FRONT		
SIDE		PHONE/EMAIL:
REAR		
NOTES: AT THE TIME OF THIS SURVEY, THE TRANSACTION PARTIES HAVE NOT PROVIDED THE ZONING INFORMATION.		REPORT DATE: XX/XX/XXXX PROJECT SITE #:

FLOOD NOTE

FLOOD NOTE: BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE "A" ON FLOOD INSURANCE RATE MAP NUMBER 480581B, WHICH BEARS AN EFFECTIVE DATE OF 3/1/1988 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. BY REVIEWING FLOOD MAPS PROVIDED BY THE NATIONAL FLOOD INSURANCE PROGRAM WE HAVE LEARNED THIS COMMUNITY DOES PARTICIPATE IN THE PROGRAM. NO FIELD SURVEYING WAS PERFORMED TO DETERMINE THIS ZONE AND AN ELEVATION CERTIFICATE MAY BE NEEDED TO VERIFY THE ACCURACY OF THE MAPS AND/OR TO APPLY FOR A VARIANCE FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY.

SIGNIFICANT OBSERVATIONS

▲ PARKING STRIPES EXTEND PAST BOUNDARY BY AS MUCH AS 13.6'

LEGEND

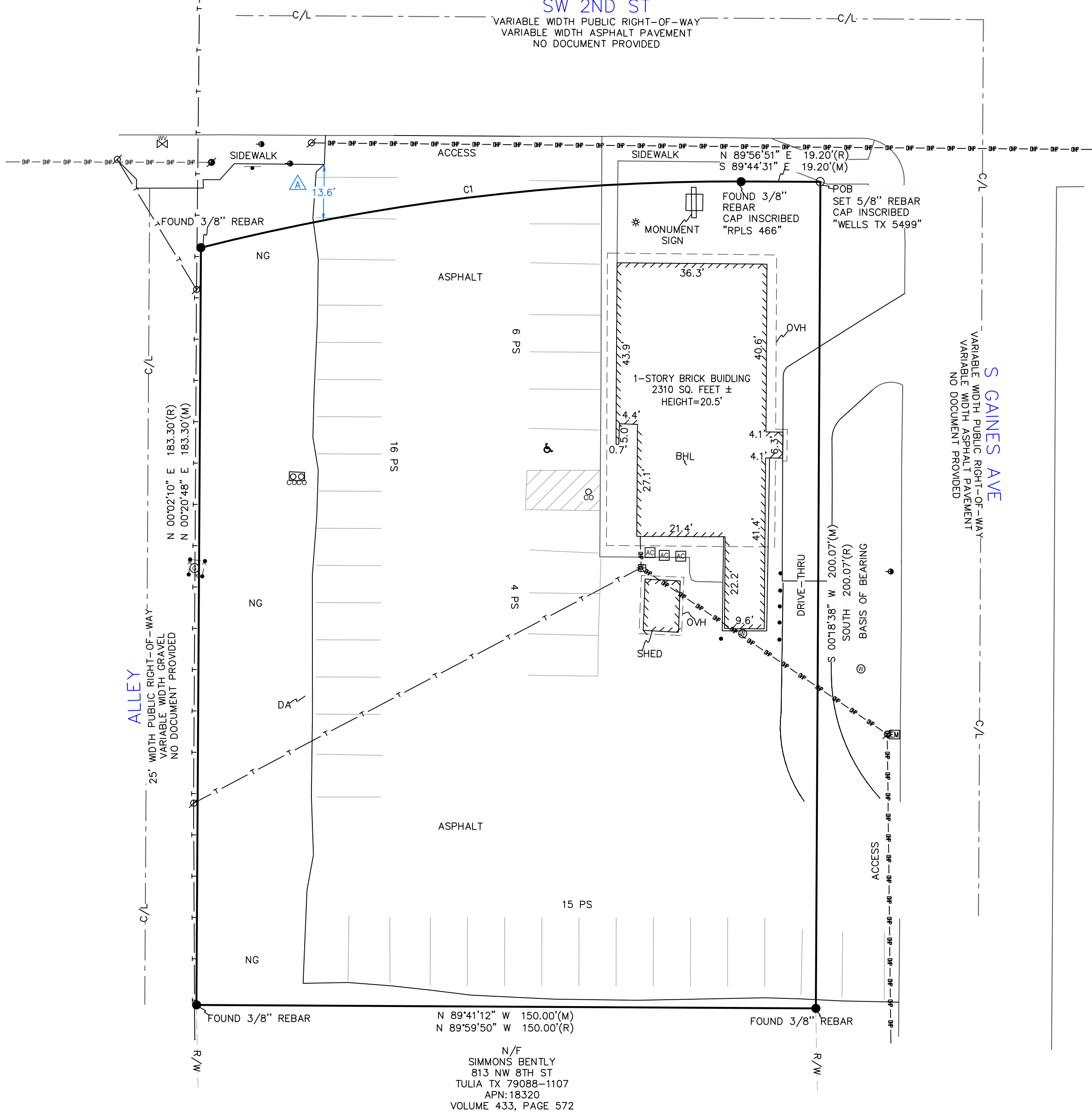
● FOUND MONUMENT AS NOTED	⊗ WATER METER
○ SET MONUMENT AS NOTED	⊗ WATER VALVE
(M) MEASURED DIMENSION	⊗ GAS METER
(R) RECORD DIMENSION	⊗ CLEAN OUT
N/F NOW OR FORMERLY	⊗ STORM MANHOLE
SQ.FT. SQUARE FEET	⊗ SANITARY MANHOLE
* LIGHT POLE	⊗ POWER POLE
• BOLLARD	⊗ GUY ANCHOR
— SIGN	⊗ ELECTRIC METER
PS PARKING SPACE(S)	⊗ AIR CONDITIONER
⊗ HANDICAP PARKING SPACE	— PROPERTY LINE
▨ NO PARKING AREA	— OVERHEAD POWER LINE
NG NATURAL GROUND	— FENCE LINE
OVH OVERHANG	— RIGHT-OF-WAY
	— CENTERLINE
	— OVERHEAD TELEPHONE LINE

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1(M)	523.70'	132.10'	131.75'	N 83°00'32" E	14°27'09"
C1(R)	523.70'	132.10'	131.75'	N 82°41'54" E	14°27'09"

SW 2ND ST

VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
VARIABLE WIDTH ASPHALT PAVEMENT
NO DOCUMENT PROVIDED



N/F
SIMMONS BENTLY
813 NW 8TH ST
TULIA TX 79088-1107
APN: 18320
VOLUME 433, PAGE 572

RECORD DESCRIPTION

SHEET 1 OF 1

ALL OF LOTS 13, 14, 15 AND 16 EXCEPT THAT PORTION OF LOT 16 AS CONVEYED TO THE STATE OF TEXAS BY INSTRUMENT RECORDED IN VOLUME 68, PAGE 329 OF THE DEED RECORDS, IN BLOCK 120, IN THE TOWN OF TULIA, SWISHER COUNTY, TEXAS, AS THE SAME ARE SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN THE DEED RECORDS OF SWISHER COUNTY, TEXAS, SAID TOTAL TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 3/8" REBAR, FOUND AT THE NORTHEAST CORNER OF SAID LOT 16, BLOCK 120;

THENCE SOUTH (BASE BEARING) ALONG THE EAST LINE OF SAID BLOCK 120 FOR A DISTANCE OF 200.07 FEET TO A 3/8" REBAR, FOUND AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 120;

THENCE N 89 DEGREES 59 MINUTES 50 SECONDS W ALONG THE SOUTH LINE OF LOT 13 FOR A DISTANCE OF 150.0 FEET TO A 3/8" REBAR, FOUND AT THE SOUTHWEST CORNER OF LOT 13;

THENCE N 00 DEGREES 02 MINUTES 10 SECONDS E ALONG THE EAST MONUMENTED LINE OF A 25 FOOT WIDE ALLEY FOR A DISTANCE OF 183.30 FEET TO A 3/8" REBAR, FOUND IN THE SOUTH LINE OF HIGHWAY 86 BEING A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 523.7 FEET AND A CHORD BEARING OF N 82 DEGREES 41 MINUTES 54 SECONDS E, 131.75 FEET, WHENCE A 1/2" REBAR WITH DORSEY CAP, FOUND AT THE NORTHWEST CORNER OF SAID LOT 16 BEARS N 00 DEGREES 02 MINUTES 10 SECONDS E, 16.6 FEET;

THENCE NORTHEASTERLY ALONG SAID CURVE TO THE RIGHT FOR AN ARC DISTANCE OF 132.10 FEET TO A 3/8" REBAR SET WITH A CAP MARKED "RPLS 4664", END OF SAID CURVE;

THENCE N 89 DEGREES 56 MINUTES 51 SECONDS E ALONG THE SOUTH LINE OF HIGHWAY 86 FOR A DISTANCE OF 19.20 FEET TO THE POINT OF BEGINNING;

SAID TRACT CONTAINS A COMPUTED AREA OF 0.672 ACRES OF LAND.

TITLE COMMITMENT INFORMATION

THE PROPERTY HEREON DESCRIBED IS THE SAME AS THE PERTINENT PROPERTY AS DESCRIBED IN FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NO.: 5143092-D-TX-CP-JM, WITH AN EFFECTIVE DATE OF APRIL 2, 2023 AT 8:00 AM.

GENERAL SURVEY NOTES

- ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARKING, EASEMENTS, SERVITUDES, AND SIGNIFICANT OBSERVATIONS ARE BASED SOLELY ON ABOVE GROUND, VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
- THIS DRAWING MEETS OR EXCEEDS THE SURVEYING STANDARDS AND STANDARDS OF CARE AS SET FORTH IN SECTION 3 OF THE 2021 ALTA/NSPS SURVEYING REQUIREMENTS.
- AT THE TIME OF SURVEY, THERE WAS NO RECORD OR OBSERVED EVIDENCE OF A CEMETERY, BURIAL GROUNDS OR LOCATION OF ISOLATED GRAVESTONES.
- THE BASIS OF BEARING FOR THIS SURVEY IS GRID NORTH PER TEXAS STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83-2011, AS MEASURED ALONG THE EAST LINE OF THE SUBJECT PROPERTY WHICH BEARS S 00°18'38" W PER GPS COORDINATE OBSERVATIONS
LATITUDE: N 34°32'07.1505"
LONGITUDE: W 101°44'26.1526"
CONVERGENCE ANGLE: N 00°09'31.5108" E
- THE SUBJECT PROPERTY SHOWN HEREON FORMS A MATHEMATICALLY CLOSED FIGURE AND IS CONTIGUOUS WITH THE ADJOINING PUBLIC RIGHT-OF-WAY AND/OR ADJOINING PARCELS WITH NO GAPS OR OVERLAPS.
- THE SUBJECT PROPERTY HAS DIRECT PHYSICAL ACCESS TO SW 2ND ST & S GAINES AVE, BOTH DEDICATED PUBLIC RIGHT-OF-WAYS.
- AT THE TIME OF THE FIELD WORK, THERE WAS NO OBSERVABLE EVIDENCE OF SUBSTANTIAL AREAS OF REFUSE.
- AT THE TIME OF THE FIELD WORK, OWNERSHIP OF FENCING SHOWN HEREON WAS UNKNOWN TO THIS SURVEYOR.
- IN REGARD TO TABLE "A" ITEM 2, THE OBSERVED ADDRESS ON SITE WAS 811 SW 2ND ST., TULIA, TEXAS 79088.
- IN REGARD TO TABLE "A" ITEM 7(A), THE BUILDING AREA SHOWN HEREON IS FOR THE FOOTPRINT OF THE BUILDING ONLY AT GROUND LEVEL.
- IN REGARD TO TABLE "A" ITEM 14, THE NEAREST INTERSECTION OF STREETS IS THAT OF SW 2ND ST & S GAINES AVE WHICH ABUT THE NORTHEAST CORNER OF THE SUBJECT PROPERTY.
- IN REGARD TO TABLE "A" ITEM 16, THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELDWORK.
- IN REGARD TO TABLE "A" ITEM 17, AT THE TIME OF THE ALTA SURVEY THERE WERE NO CHANGES IN STREET RIGHT-OF-WAY LINES EITHER COMPLETED OR PROPOSED, AND AVAILABLE FROM THE CONTROLLING JURISDICTION & THERE WAS NO OBSERVABLE EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION REPAIRS.
- THE DISTANCES SHOWN HEREON ARE UNITS OF GROUND MEASUREMENT.

GRS PROJECT NO. / JOB NO.
23-4514
SCALE:
1" = 20'
DRAWN BY:
DR
APPROVED BY:
KAF

REVISION HISTORY

DATE

ALTA/NSPS LAND TITLE SURVEY

PIZZA HUT

811 SOUTHWEST 2ND ST

SWISHER COUNTY

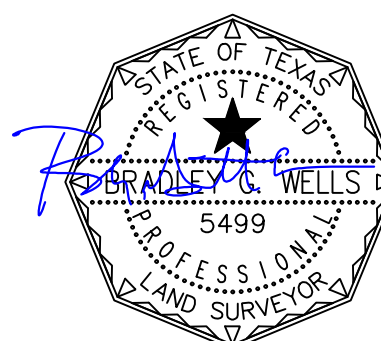
TULIA, TX 79088

SURVEYOR'S CERTIFICATE

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY; AND GRS GROUP AN NV5 COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6A, 6B, 7A, 7B1, 7C, 8, 9, 13, 14, 16, 17, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 07/12/2023.

DATE OF PLAT OR MAP: 07/17/2023



BRADLEY G. WELLS
RPLS NO. 5499
STATE OF TEXAS
TEXAS FIRM REGISTRATION NO. 10194275

SURVEYED BY:
BLEW & ASSOCIATES, P.A.
1050 TEXAN TRAIL, SUITE 400
GRAPEVINE, TX 76051
SURVEY@BLEWINC.COM

DATED 2023 — USE OF THIS DOCUMENT'S FORMAT IS PROHIBITED AND CONTINGENT UPON THE WRITTEN CONSENT & PERMISSION BY GRS GROUP AN NV5 COMPANY

SURVEY COORDINATED BY:

GRS
GROUP
AN NV5 COMPANY

300 SPECTRUM CENTER DRIVE, SUITE 145, IRVINE, CALIFORNIA 92618 | FIELD@SURVEYORGRS-GLOBAL.COM | PHONE: 330-779-5167