



Specific Use Designation with  
Term for the Sale of Alcoholic  
Beverages for On-Premises  
Consumption

Project Number

Case Number:

SUB-21-0096

**Applicant** (if acting as Agent, see affidavit on page 2)

Printed Name: Jorge Ramos

Phone (806) 274-1469

Email jr9118223@gmail.com

Address 304 Thomas St

City Midland

State TX

Zip 79703

**Property Owner**

Printed Name: ROBERT OCHOA

Phone (432) 967-6617

Email

Address 3200 PARK LN

City MIDLAND

State TX

Zip 79701

**Representative** (if different from Applicant or Property Owner)

Firm:

Printed Name:

Phone ( )  
Email

Address

City

State

Zip

**Street Address:** 200 East Florida

**Business Name:** LA CANTINA

**Legal Description**

Lot:

Block:

Subdivision:

**Current Zoning:**

**Reason for Request:**

**Type of Business** (restaurant, bar, lounge, nightclub, etc.): Bar

**Proposed/Current Days and Hours of Operation:** MON-SUN 11:00 AM-2:00 AM

**Proposed Days and Hours of Alcohol Service:** MON-SUN 11:00 AM-2:00 AM MON-SUN

**Total Square Footage of Business:** 3058 Sq ft

**Square Footage of Alcohol Serviceable Area:** 1600 Sq ft

**Restroom Fixtures:** Men

**Toilets/Urinals:** 1

**Bathroom Sinks:**

Women

**Toilets:**

**Bathroom Sinks:**

## Submittal and Fees

### Items to be submitted with this application form:

- Application Fee – Payable to the 'City of Midland'
- Dimensioned Floor Plan showing:
  - Seating
  - Exits
  - Restrooms
  - Kitchen (if applicable)
  - Total Square Footage
  - Serviceable Square Footage
- Dimensioned Site Plan showing:
  - Parking
  - Business Footprint
- Digital Copies of Floor Plan & Site Plan (PDF/JPEG)

## Signatures

Applicant (signature):

Date:

2/9/21

Applicant (printed): JORGE V RAMOS

Property Owner (signature):

Date:

2-9-21

Property Owner (printed): ROBERT OCHOA

*The Specific Use Designation with Term for the sale of all alcoholic beverages shall be considered officially received in the Planning office only when it has been submitted in full compliance with the provisions of Section 212 of the Texas Local Government Code and the Zoning Code of Ordinances of the City of Midland and when such required items for the application are also received.*

*All materials, including exhibits, submitted in support of an application, or displayed during a public hearing, shall remain the property of the City of Midland.*

If an agent is authorized by the property owner to file and execute the application on behalf of the property owner, the agent must complete the affidavit below.

STATE OF TEXAS  
COUNTY OF MIDLAND

Before me, the undersigned authority, on this day personally appeared \_\_\_\_\_ who is known to me duly sworn, upon oath says: That (s)he is authorized by \_\_\_\_\_, the owner of the \_\_\_\_\_ described property, to fully represent him/her in this application and that (s)he had the legal right, power and authority to sign said owner's name hereto as his/her attorney in fact.

\_\_\_\_\_  
Authorized Agent (signature)

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, to certify which \_\_\_\_\_  
my hand and seal of office.

\_\_\_\_\_  
NOTARY PUBLIC, MIDLAND COUNTY TEXAS

**\*\*Application will not be considered for scheduling until reviewed by a planner.\*\***

FOR OFFICE USE ONLY

☒ Property Owner Authorization

☐ Dimensioned Floor Plan

☒ Application Fee

☒ Site Plan

Check # 1396

☐ Plans in Digital Format (PDF/JPEG)

**RECEIVED**  
**FEB 09 2021**

Received By: DR

Date: \_\_\_\_\_  
BY: DR

**\*\*Application will not be considered for scheduling until reviewed by a planner.\*\***

# **Bill of Sale of a Business**

## **200 E. Florida Ave. Midland, TX.**

Agreement made this 29th day of August, 2013 by and between:

**THE SELLER** (hereinafter referred to as "Seller"):  
Enedelia Herrera Urquidiz

Physical Address:  
2501 W. Co. Rd. 110. Midland, Texas 79706

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**THE BUYERS** (hereinafter referred to as the "Buyers"):  
A.) Raul I. Ochoa  
B.) Roberto I. Ochoa

Physical Address:  
A.) 4611 Crockett, Midland, Texas 79705  
B.) 3200 Park Lane, Midland, Texas 79701

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Whereas the Seller desires to sell and the Buyer desires to buy the business known as **Mi Casa Restaurant** being operated at: 200 E. Florida Ave., in Midland, Texas, 79701 and all assets thereof as contained in the building from the time the restaurant became closed for business; the parties hereto agree and covenant as follows:

1. The total purchase price for all fixtures, furnishings and equipment is [REDACTED]  
[REDACTED] money payable as follows:

(a) [REDACTED] paid in cash; cashier check, as a down payment upon the notary and execution of this Agreement, to be held by My Community Federal Credit Union in Midland, Texas.

(b) [REDACTED] additional to be paid in monthly installments at the rate of [REDACTED] every 10th of each month until this legal binding debt is paid in full.

2. The Seller promises and agrees to convey good, clear and marketable title to all the property to be sold hereunder, the same to be free and clear of all personal liens, 2 to 3rd party liens, tax liabilities and any other encumbrances. Full possession of said property will be delivered in the same condition that it is now reasonable wear and tear expected.

3. Consummation of the sale, with payment by the Buyer of the balance of the down payment [REDACTED] and the delivery of this Bill of Sale will take place on or before the 29th day of August, 2013.

4. The Seller may use the purchase money, or any portion thereof, to clear any encumbrances on the property transferred and in the event that documents reflecting discharge of said encumbrances are not available at the time of sale, the money needed to effectuate such discharges shall be held by the attorneys of the Buyer and Seller in escrow pending the discharges.

5. Until the delivery of this Bill of Sale is completed, Seller shall maintain insurance on said property in the amount that is presently insured.

6. Seller agrees to remain responsible for any operating expenses of said business property, including but not limited to rent, taxes, payroll and water shall be apportioned as of the date of the passing of papers and the net amount thereof shall be added to or deducted from, as the case may be, the proceeds due from the Buyer at the time of delivery of said Bill of Sale.

7. The Seller agrees that this Agreement is contingent upon the following conditions:

(a) Buyer obtaining the approval from the proper authorities of Midland, Texas of the transfer of all necessary licenses to the Buyer.

(b) The premises shall be in the same condition, reasonable wear and tear expected, on the date of passing as they are currently in and all restaurant equipment, fixtures, and furnishing are to remain within the restaurant as originally agreed.

8. All of the terms, representations and warranties shall survive the closing. This Agreement shall bind and inure to the benefit of the Seller and Buyer and their respective heirs, executors, administrators, successors and assigns.

THEREFORE, Buyer and Seller have executed, entered into and delivered this Bill of Sale as of the date first set forth above and parties involved include:

Seller: Enedelia Herrera Urquidiz, and Buyers: Raul I. Ochoa, and Roberto I. Ochoa.

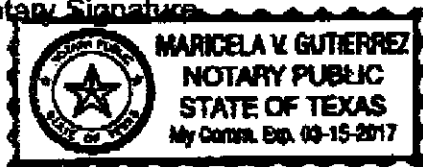
By Enedelia Herrera 8-29-13  
Seller Signature Date

By Raul Ochoa 8-29-13  
Buyer A - Signature Date

By Roberto Ochoa 8-29-13  
Buyer B - Signature Date

On, the 29th of August, before me, Maricela V. Gutierrez, Notary Public, personally appeared, Enedelia Herrera Urquidiz, Raul I. Ochoa, and Roberto I. Ochoa, who proved to me on the basis of satisfactory evidence to be the person(s) whose names are subscribed to within this instrument. I certify under penalty of perjury under the laws of Texas that the foregoing paragraph is true and correct. Witness my hand and official seal.

Maricela V. Gutierrez  
Notary Signature



03-15-2017

My Commission Expires:



**Prepared By:**  
William T Lentner  
3502 Seaboard  
Midland, Texas 79707

**After Recording Return To:**  
Enedelia Herrera  
2501 WCR 110  
Midland, Texas 79706

20175

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SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **QUIT CLAIM DEED**

On August 15, 2013 THE GRANTOR(S),

William T Lentner, a single person, for and in consideration of: One Dollar (\$1.00) and/or other good and valuable consideration conveys, releases and quit claims to the GRANTEE(S):  
Enedelia Herrera, a single person, residing at 2501 WCR 110, Midland, Midland County, Texas 79706 the following described real estate, situated at 200 East Florida, Midland, in the County of Midland, State of Texas:

Legal Description: BLK: 187, LOTS: 11(N/2) & 12, ADDN: SOUTHERN ACRES: 0.241

Grantor does hereby convey, release and quitclaim all of the Grantor's rights, title, and interest in and to the above described property and premises to the Grantee(s), and to the Grantee(s) heirs and assigns forever, so that neither Grantor(s) nor Grantor's heirs, legal representatives or assigns shall have, claim or demand any right or title to the property, premises, or appurtenances, or any part thereof.

Tax Parcel Number: ID: R000046144

Mail Tax Statements To:  
Enedelia Herrera  
2501 WCR 110  
Midland, Texas 79706

**[SIGNATURE PAGE FOLLOWS]**

**Grantor Signatures:**

DATED: 8/15/13

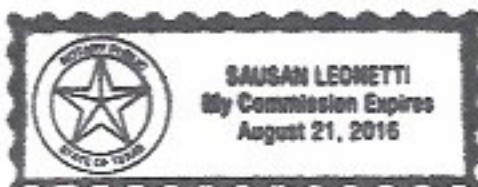


William T. Lentner  
3502 Scaboard Ave  
Midland, Texas, 79707

20175

STATE OF TEXAS, COUNTY OF MIDLAND, ss:

This instrument was acknowledged before me on this 15 day of August,  
2013 by William T. Lentner.



  
Notary Public

\_\_\_\_\_  
Title (and Rank)

My commission expires August 21, 2016

Signature and Notary for Quit Claim Deed regarding 200 East Florida