



PLANNING AND ZONING PACKET

MAY 3, 2021

PLANNING & ZONING COMMISSION AGENDA

Notice is hereby given that the Rockport Planning & Zoning Commission will hold a meeting on Monday, May 3, 2021, at 5:30 p.m. The meeting will be held in person with social distancing guidelines and using the video conferencing application ZOOM. A temporary suspension of the Open Meetings Act to allow telephone or video conference public meeting has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. Video conferencing capabilities will be utilized to allow individuals to address the Planning & Zoning Commission. Members of the public are entitled to participate remotely via Zoom at <https://us02web.zoom.us/j/84012816761> or scan the QR code to the right.



Due to the COVID-19 pandemic, the attorney general has said: “statutes that may be interpreted to require face-to-face interaction between members of the public and public officials are suspended; provided, however, that the governmental bodies must offer alternative methods of communicating with their public officials.” Public participation is valued and citizens wishing to express their views on agenda items can either electronically submit a citizen participation form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/BoardsCitizenParticipation> or scanning the QR code to the right. Using the same form, citizens can also provide written comments to the Community Planner by 4:00 p.m. on the day of the meeting. The Chair will read the comments and they will be summarized in the minutes of the meeting.



The matters to be discussed and acted upon are as follows:

Opening Agenda

1. Call meeting to order.

Regular Agenda

2. Deliberate and act on approval of the regular meeting minutes of April 19, 2021.
3. Deliberate and act on a request for a Conditional Use Permit for mobile food and retail vending, located at 210 Seabreeze Drive; also known as approximately 80.0 acres of land out of portions of the Aransas County Navigation District No.1 Rockport Beach Park and Festival Grounds property located in the city of Rockport, Aransas County, Texas and being portion of the 102.5 acre Rockport Harbor patent, abstract 343 and revised August 12, 1953, and recorded in volume M3, page 499, deed records of Aransas County, Texas along with a portion of abstract 357 dated November 6, 1953, containing 604.296 acres and recorded in volume N-3, page 178, deed record of Aransas County, Texas with said 80.0 acres of portion of abstract 343 and 357; currently zoned R-1 (1st Single Family Dwelling District).

4. Adjournment.

Special Accommodations

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (361) 729-2213 ext. 225 or fax (361) 790-5966 or e-mail citysec@cityofrockport.com for further information. Braille is not available.

Certification

I certify that the above notice of meeting was posted on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, on Friday, April 30, 2021, by 5:00 p.m. and on the City's website at www.cityofrockport.com. I further certify that the following News Media were properly notified of this meeting as stated above: *The Rockport Pilot* and *Corpus Christi Caller Times*.


Teresa Valdez, City Secretary

PLANNING & ZONING COMMISSION MINUTES

On this the 19th of April 2021, the Planning and Zoning Commission of the City of Rockport held a meeting at 5:30 p.m. The meeting was held using the video conferencing application ZOOM. No in-person meeting was held at the Rockport Service Center. A temporary suspension of the Open Meetings Act to allow telephone or video conference public meeting has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code.

Members Present

Ruth Davis – Chair
Maynard Green – Vice Chairman
Kim Hesley
Warren Hassinger
Ric Young

Members Absent

Kent Howard – (EX)
Diana Severino-Saxon – (EX)

Staff Members Present

Mike Donoho, Director Building and Development
Amanda Torres, Community Planner
Mary Bellinger, Assistant to Director
J D Villa – Liaison

Guest(s) Present

Ten (10)

Call to Order

1. Called meeting to order at approximately 5:32 p.m.
2. Deliberate and act on approval of the regular meeting minutes of March 22, 2021.

Chair Davis asked for a motion to accept the March 22, 2021 regular meeting minutes. Vice Chairman Green moved to accept the March 22, 2021 minutes with corrections. Commissioner Hassinger seconded the motion. All voted in favor- motion carried unanimously.

3. POSTPONED FORM 3/22/21 MEETING: Deliberate and act on a Final Plat submitted by Staudt Investment Properties, LLC., for development of a single-family dwelling and commercial development subdivision to be known as Kokomo Subdivision, Phase II –

located at 2202 FM 3036, City of Rockport, Aransas County, Texas.

After a brief discussion Chair Davis asked for a motion.

MOTION:

Vice Chairman Green moved to approve the Final Plat for 2202 FM 3036, to be known as Kokomo Subdivision, Phase II. Commissioner Hesley seconded the motion. A roll call vote was taken; Chair Davis voted to approve, Vice Chairman Green voted to approve, Commissioner Hesley voted to approve, Commissioner Hassinger voted to approve, Commissioner Young voted to approve, with all Commissioners voting in favor and none opposed - motion carried unanimously.

4. Deliberate and act on a Final Plat submitted by Morey and Pamela Harper/Griffith and Brundrett Surveying for development of a new single-family residential subdivision in the City's Extraterritorial Jurisdiction to be known as Harper's Landing – located at 3601-3699 Loop 1781.

After a brief discussion Chair Davis asked for a motion.

MOTION:

Vice Chairman Green moved to approve the Final Plat for 3601 - 3699 FM 3036, to be known as Harper's Landing. Commissioner Young seconded the motion. A roll call vote was taken; Chair Davis voted to approve, Vice Chairman Green voted to approve, Commissioner Hesley voted to approve, Commissioner Hassinger voted to approve, Commissioner Young voted to approve, with all Commissioners voting in favor and none opposed - motion carried unanimously.

5. Deliberate and act on a request to rezone property located at 3361 loop 1781; also known as 1.628 acres out of 23.462 acres, out of the northerly portion of a 258.53-acre tract, lying West of Loop 1781 and South of Copano Ridge Road, South of and adjacent to Copano Campsite Subdivision, according to the plat recorded in Volume 2, Page 50, plat record of Aransas County, Texas, and being out of the Westerly portion of the Old Modessett Ranch. Joseph Hollis Survey, A-76, City of Rockport, Aransas County, Texas; said 23.462 acres being the same tract described in a deed of record under Clerks File Number 369271, Official Public Records of Aransas County, Texas, to B-1 (General Business District) to build a family-friendly restaurant with a bar and other entertainment amenities, currently zoned R-2 (2nd Single Family Dwelling District).

Bruce Howard spoke against.

Shelly Steckler spoke against.

Michael Lee spoke against.

Mr. Currey spoke against.

After some discussion Chari Davis asked if there were any other questions or comments? Hearing none Chair Davis asked for a motion.

MOTION:

Commissioner Hassinger moved to deny the zoning request for property located at 3601 - 3699 FM

3036. Commissioner Young seconded the motion. A roll call vote was taken; Chair Davis voted to deny, Vice Chairman Green voted to deny, Commissioner Hesley voted to deny, Commissioner Hassinger voted to deny, Commissioner Young voted to deny, with all Commissioners voting to deny - motion carried unanimously.

6. Deliberate and act on a request for a Planned Unit located at 417 South Fulton Beach Road; also known as 14.10 acres out of a portion of Block 1, a portion of Block 2, and all of Gibbs Street Addition, City of Rockport, Aransas County, Texas to develop property as a high-density single family residential subdivision to be sold as a condo regime; currently zoned R-6 (Hotel/Motel District). **APPLICATION WITHDRAWN**, no action taken.

7. Deliberate and act on creating a subcommittee for policy development and review.

Community Planner Amanda Torres spoke indicating the need to update Section 118-15 and update the entire Zoning Code Ordinances. Mike Donoho spoke. Conversion only, no action taken.

8. Adjournment.

Adjournment

There being no further business, Chair Davis adjourned the meeting at approximately 6:15 p.m.

Prepared By:

Mary Bellinger, Assistant to Director

Approved By:

Ruth Davis, Chair

PLANNING & ZONING AGENDA

Regular Meeting: Monday, May 3, 2021

AGENDA ITEM:

Deliberate and act on a request for a Conditional Use Permit for mobile food and retail vending, located at 210 Seabreeze Drive; also known as approximately 80.0 acres of land out of portions of the Aransas County Navigation District No.1 Rockport Beach Park and Festival Grounds property located in the city of Rockport, Aransas County, Texas and being portion of the 102.5 acre Rockport Harbor patent, abstract 343 and revised August 12, 1953, and recorded in volume M3, page 499, deed records of Aransas County, Texas along with a portion of abstract 357 dated November 6, 1953, containing 604.296 acres and recorded in volume N-3, page 178, deed record of Aransas County, Texas with said 80.0 acres of portion of abstract 343 and 357; currently zoned R-1 (1st Single Family Dwelling District).

SUBMITTED BY: Community Planner Amanda Torres

BACKGROUND: Property owner Aransas County Navigation District on behalf of its retail vendor, Goin' Coastal, has submitted an application seeking a request for a Conditional Use Permit to allow for food and retail vending, located at 210 Seabreeze Drive; also known as approximately 80.0 acres of land out of portions of the Aransas County Navigation District No.1 Rockport Beach Park and Festival Grounds property located in the city of Rockport, Aransas County, Texas and being portion of the 102.5 acre Rockport Harbor patent, abstract 343 and revised August 12, 1953, and recorded in volume M3, page 499, deed records of Aransas County, Texas along with a portion of abstract 357 dated November 6, 1953, containing 604.296 acres and recorded in volume N-3, page 178, deed record of Aransas County, Texas with said 80.0 acres of portion of abstract 343 and 357; currently zoned R-1 (1st Single Family Dwelling District).

The buildings were already constructed, but not yet occupied, when they were reported as a violation. A picture of the buildings is on the following page. A stop work order has been issued until the CUP process can be completed.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, April 10, 2021 edition and mailed out to eighteen property owners within a 200-foot radius of the property. No letters for or against the request were received. A Joint Public Hearing was held on Tuesday, April 27. No comments were made.

Please see the accompanying zoning change request application and Section 118-23 of Code of Ordinances for detail information. Also attached is a draft of the proposed CUP ordinance detailing the specific land uses requested and the conditions in which the land uses would be conducted.

STAFF RECOMMENDATION: Staff recommends that the Planning & Zoning Commission recommend approval of a request for a Conditional Use Permit for mobile food and retail vending, located at 210 Seabreeze Drive; also known as approximately 80.0 acres of land out of portions of the Aransas County Navigation District No.1 Rockport Beach Park and Festival Grounds property located in the city of Rockport, Aransas County, Texas and being portion of the 102.5 acre

Rockport Harbor patent, abstract 343 and revised August 12, 1953, and recorded in volume M3, page 499, deed records of Aransas County, Texas along with a portion of abstract 357 dated November 6, 1953, containing 604.296 acres and recorded in volume N-3, page 178, deed record of Aransas County, Texas with said 80.0 acres of portion of abstract 343 and 357; currently zoned R-1 (1st Single Family Dwelling District).

ORDINANCE NO. ____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT FOR MOBILE FOOD AND RETAIL VENDING FOR PROPERTY LOCATED AT 210 SEABREEZE; ALSO KNOWN AS APPROXIMATELY 80.0 ACRES OF LAND OUT OF PORTIONS OF THE ARANSAS COUNTY NAVIGATION DISTRICT NO.1 ROCKPORT BEACH PARK AND FESTIVAL GROUNDS PROPERTY LOCATED IN THE CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS AND BEING PORTION OF THE 102.5 ACRE ROCKPORT HARBOR PATENT, ABSTRACT 343 AND REVISED AUGUST 12, 1953, AND RECORDED IN VOLUME M3, PAGE 499, DEED RECORDS OF ARANSAS COUNTY, TEXAS ALONG WITH A PORTION OF ABSTRACT 357 DATED NOVEMBER 6, 1953, CONTAINING 604.296 ACRES AND RECORDED IN VOLUME N-3, PAGE 178, DEED RECORD OF ARANSAS COUNTY, TEXAS WITH SAID 80.0 ACRES OF PORTION OF ABSTRACT 343 AND 357; CURRENTLY ZONED R-1 (1ST SINGLE FAMILY DWELLING DISTRICT); SUBJECT TO COMPLIANCE WITH THE CONDITIONS STATED BELOW, AS WELL AS THOSE STIPULATED IN THE CITY OF ROCKPORT CODE OF ORDINANCES; REPEALING ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a Conditional Use Permit was received in the office of the Building Department, Rockport, Texas; and

WHEREAS, On April 8, 2021 notice was posted on the bulletin boards at the Rockport Service Center, 2751 State Highway 35 Bypass and on the City's webpage www.cityofrockport.com; and

WHEREAS, on April 9, 2021 notice was mailed to affected property owners within 200' of subject property; and

WHEREAS, on April 10, 2021 the City caused to be published "Notice of Joint Public Hearing" in the official newspaper of the City notifying area residents and the public in general to participate and make their views known regarding this request; and

WHEREAS, on April 27, 2021 at 6:30 p.m., the Rockport City Council and the Planning & Zoning Commission did hold a Joint Public Hearing; and

WHEREAS, on May 3, 2021 the Planning & Zoning Commission did meet and said Commission voted <<change with recommendation>> to the City Council

to accept and approve this request for a Conditional Use Permit to property located at 210 Seabreeze.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ROCKPORT TEXAS:

SECTION 1 – CONDITIONAL USE PERMIT

That, pursuant to Section 118-23 “Conditional Use Permit” (CUP), of the Rockport Code of Ordinances, a Conditional Use Permit is hereby granted to property located at 210 Seabreeze; for the purpose of allowing mobile food and retail vending, subject to compliance with the following conditions and all applicable regulations and conditions contained in the City of Rockport Code of Ordinances:

1. Any development of the property must comply with all requirements of the “R-1” 1st Single Family Dwelling District and any other applicable requirements as stated in the City of Rockport Code of Ordinances.
2. Vendors must sell goods from a self-contained, mobile or road-ready vending structure that is attached to the site only by quick disconnect type utilities and security devices and has no permanently attached additions. It also shall be capable of evacuation under its own power or if dependent on external power, the vehicle proposed for external power shall be in running condition.
3. Vendors shall not commence operations until the vendor has obtained all health and other permits and licenses required by state, local, or federal laws, rules, or regulations in connection with the vendor’s business.
4. Required parking and restroom facilities as described in Chapter 22 Buildings and Building Regulations, Chapter 26 Businesses and Chapter 118 Zoning will be provided by the property owner.
5. Any use other than that granted herein or permitted by right in the “R-1” zoning district shall be treated as an amendment to the Conditional Use Permit and shall be required to re-submit a Conditional Use Permit request as outlined in the Zoning Ordinance.

SECTION 2

That the recitals contained in the preamble hereto are hereby found to be true and such recitals are hereby made a part of this Ordinance for all purposes and are adopted as a part of the judgment and findings of the Council.

SECTION 3

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance be severable, and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared invalid by judgment or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance and the remainder of this Ordinance shall be enforced as written.

SECTION 4

That it is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 5

Any individual, firm, corporation, utility or business entity that violates the provisions of this Ordinance shall, upon conviction, be fined as provided in Section 1-7 of the City Code.

SECTION 6

The repeal or amendment of any ordinance or part of ordinances effectuated by the enactment of this Ordinance shall not be construed as abandoning any action now pending under or by virtue of such ordinance or as discontinuing, abating, modifying, or altering any penalty accruing or to accrue or as affecting any rights of the City under any section or provisions of any ordinances in effect at the time of passage of this Ordinance.

SECTION 7

The provisions of this Ordinance shall be cumulative of all ordinances not repealed by this Ordinance and ordinances governing or regulating the same subject matter as that covered herein.

SECTION 8

This ordinance shall become effective immediately upon adoption by second and final reading.

APPROVED on first reading this the _____ day of _____, 2021.

CITY OF ROCKPORT, TEXAS

Patrick Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED, PASSED and ADOPTED on second and final reading, this _ day of_, 2021.

CITY OF ROCKPORT, TEXAS

Patrick Rios, Mayor

ATTEST:

Teresa Valdez, City Secretary

APPROVED AS TO LEGAL FORM:
T. Daniel Santee, City Attorney



STAFF REPORT

Building & Development Services | Amanda Torres, Community Planner
2751 SH 35 Bypass, Rockport, TX 78362
Phone: (361) 790-1125, x. 226 | Email: communityplanner@cityofrockport.com



PROPERTY ADDRESS/LOCATION

210 Seabreeze

APPLICANT/PROPERTY OWNER

Aransas County Navigation District

PUBLIC HEARING DATE

Tuesday, April 27, 2021

P&Z DATE

Monday, May 3, 2021

CITY COUNCIL DATE(S)

1st Reading - Tuesday, May 11, 2021

2nd Reading – Tuesday, May 25, 2021

BRIEF SUMMARY OF REQUEST

Property owner Aransas County Navigation District on behalf of its retail vendor, Goin' Coastal, has submitted an application seeking a request for a Conditional Use Permit to allow for food and retail vending, located at 210 Seabreeze Drive; also known as approximately 80.0 acres of land out of portions of the Aransas County Navigation District No.1 Rockport Beach Park and Festival Grounds property located in the city of Rockport, Aransas County, Texas and being portion of the 102.5 acre Rockport Harbor patent, abstract 343 and revised August 12, 1953, and recorded in volume M3, page 499, deed records of Aransas County, Texas along with a portion of abstract 357 dated November 6, 1953, containing 604.296 acres and recorded in volume N-3, page 178, deed record of Aransas County, Texas with said 80.0 acres of portion of abstract 343 and 357; currently zoned R-1 (1st Single Family Dwelling District).

A public notice regarding this item was published in The Rockport Pilot in the Saturday, April 10, 2021 edition and mailed out to eighteen property owners within a 200-foot radius of the property. No letters for or against the request were received.



MAP SOURCE: Pictometry

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
R-1 1 st Single Family Dwelling District	Park	North: Little Bay; B-1 General Business, businesses East: R-2 2 nd Second Family Dwelling District, single-family residences South: Aransas Bay West: B-1 General Business, harbor area/businesses	None	80 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE & FUTURE LAND USE MAP

Any future development will meet all requirements as indicated in the R-1 1st Single Family Dwelling District, Section 118-23 *Conditional Use Permit*, and conditions as will be outlined in the recommended adopting ordinance.

This land use can be compatible with the land use associated with this area as indicated in the Future Land Use Map.

PROPERTY HISTORY

Compatibility with the planned development (or other controlling documents); traffic/parking; public works/utilities; engineering/flood plain/soil; building code/fire or design

The property is within the Special Flood Hazard Area. Building permits and inspections will be issued through the City Building Department.

ATTACHMENTS (CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/
APPLICATION FORM

LEGAL NOTICE

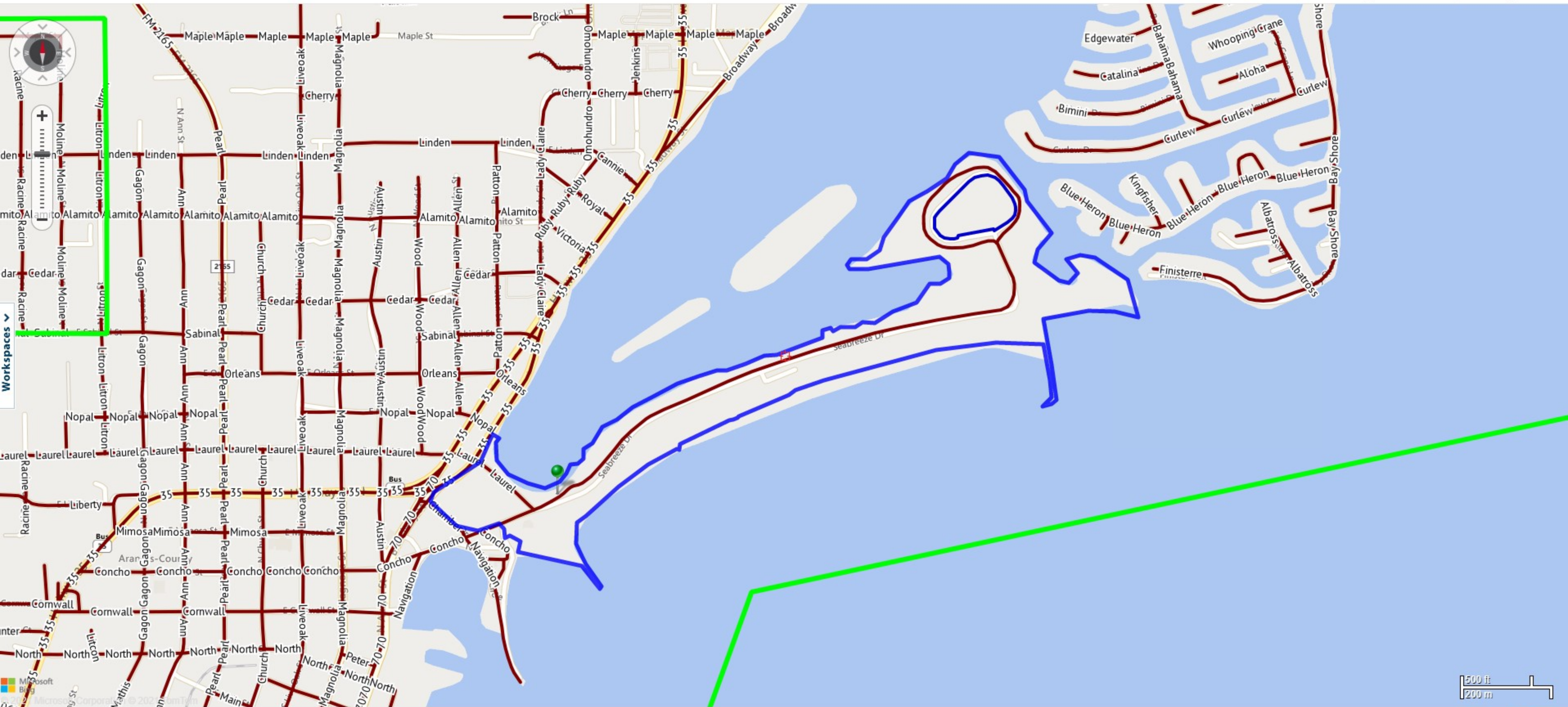
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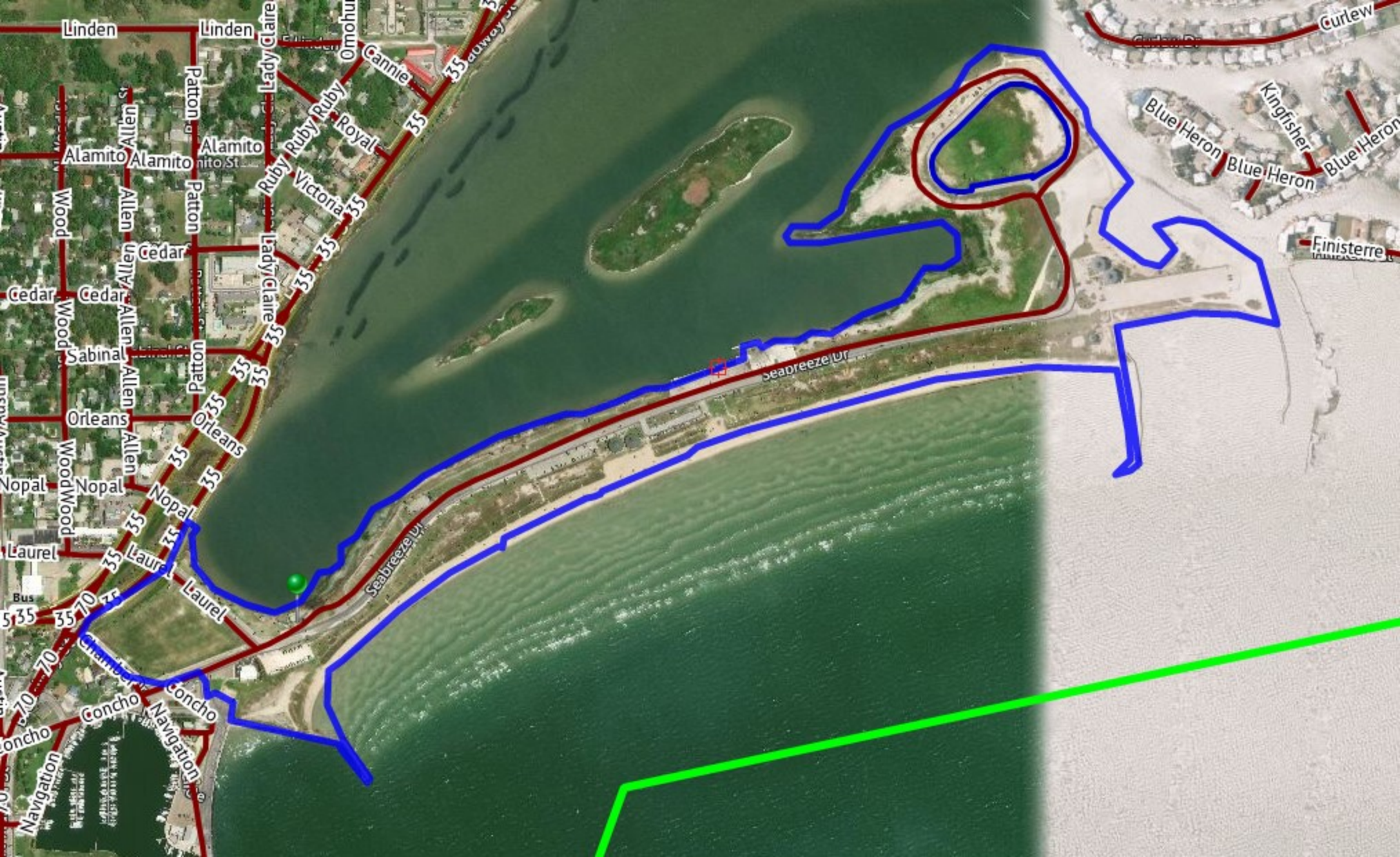
PUBLIC COMMENTS

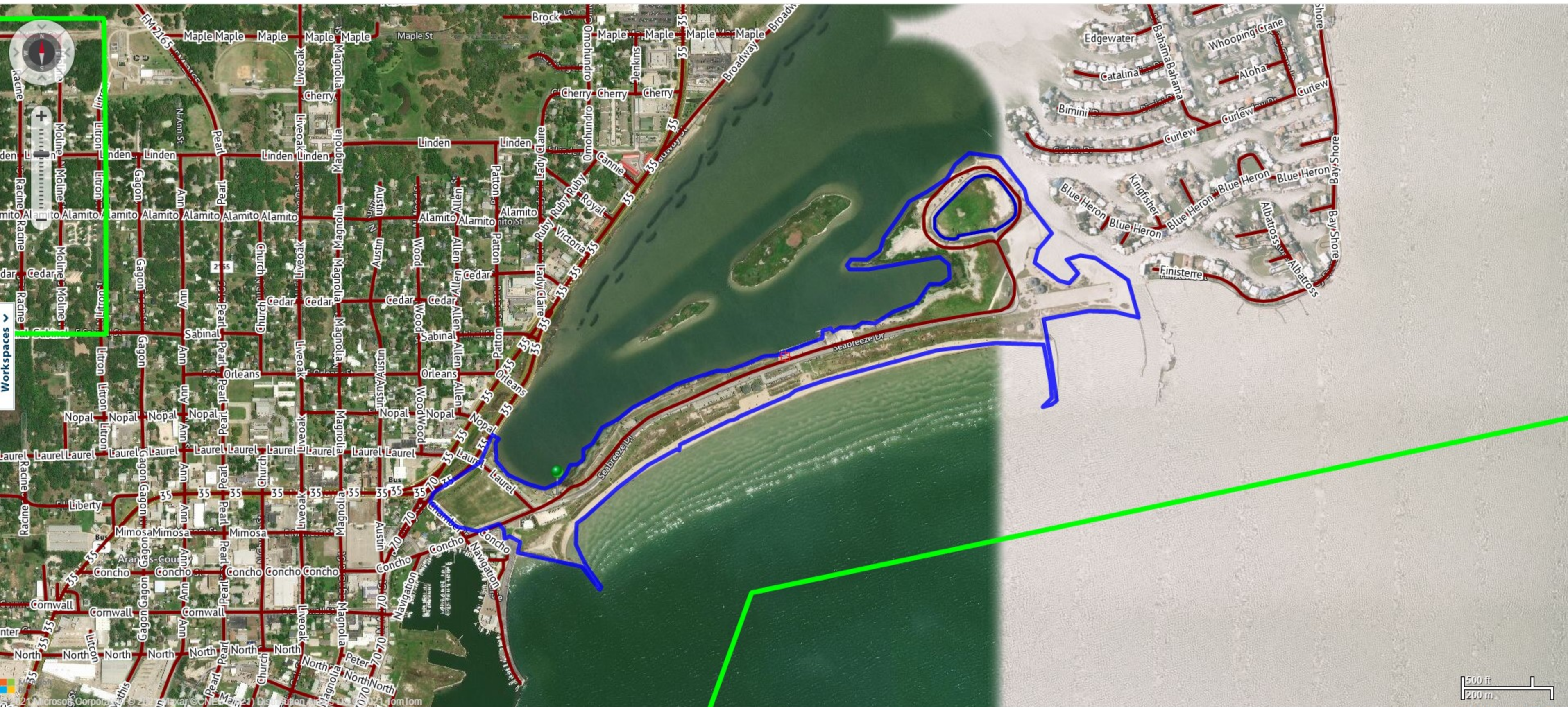
AGENCY COMMENTS

RESPONSE TO
STANDARDS

OTHER (DESCRIBE)

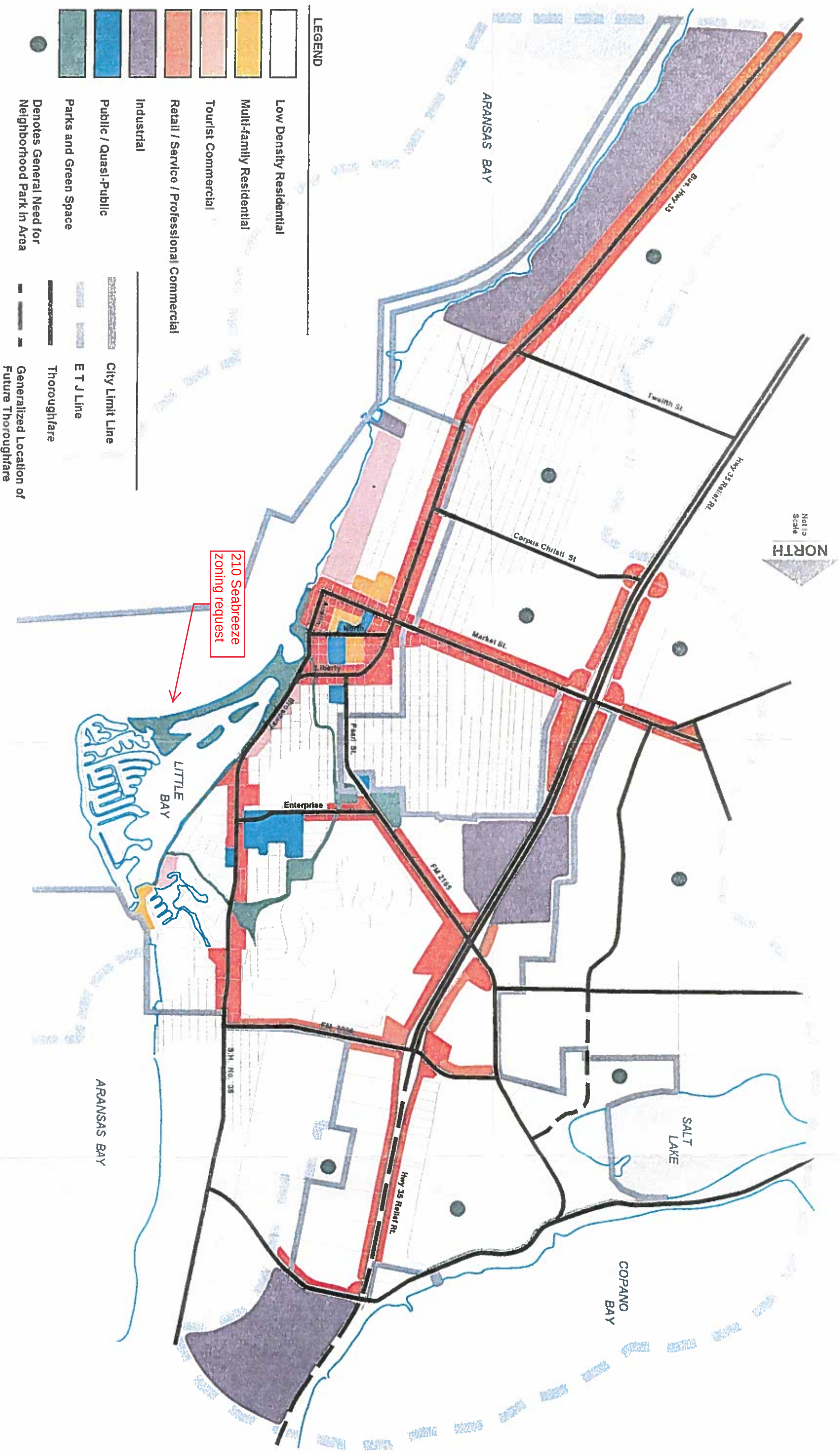






Workspaces

Note: A Comprehensive Plan shall not constitute zoning regulations or establish zoning district boundaries



Article I. Zoning Ordinance*

Sec. 118-23. Conditional use permit.

23.1 *General.* A Conditional-Use Permit (CUP) shall be obtained for certain uses, which would become harmonious or compatible with neighboring uses through the application and maintenance of qualifying conditions and located in specific locations within a zone, but shall not be allowed under the general conditions of the zone as stated in this Code. The granting of a CUP has no effect on the uses permitted as of right and does not waive the regulations of the underlying zoning district. The CUP requirement for a use in a district does not constitute an authorization or an assurance that the use will be permitted. Uses requiring a CUP are listed within a zoning district and in subsection 23.10 of this article. Uses not listed within a zoning district that may be eligible for a CUP shall be administered through this article.

23.2 *Applications.* All CUP applications shall be submitted to the code official on a form provided by the city consistent with the provisions herein. All applications shall be accompanied by maps, drawings, statements or other documents in support of the request. An application fee shall be collected at the time of submittal. Said fee shall be: One Hundred Dollars and no cents (\$100.00) for the first acre of land or fraction thereof, plus Ten Dollars and no cents (\$10.00) per acre or fraction thereof over the first acre.

23.3 *Public Hearing.* Prior to the approval, approval with conditions or denial of a CUP, public hearings shall be held in accordance with the provisions of Article 26 of this ordinance [[section 118-26](#) of this Code]. Upon the completion of said proceedings, the Commission shall render a recommendation(s) to the City Council. Decisions of the City Council shall be final.

23.4 *Review Criteria.* An application for a CUP shall be permitted to be approved, approved with conditions or denied. Each application for a CUP shall be submitted with enough data and information to be consistent with the criteria listed below:

1. That such use is necessary or desirable and provides a service or facility that contributes to the general well-being of the surrounding area.
2. That such use shall not adversely affect adjacent properties.
3. That such use is compatible with the existing or allowable uses of adjacent properties.
4. That such use can demonstrate that adequate public facilities, including roads, drainage, potable water and sanitary sewer, and police and fire protection exist or will exist to serve the requested use at the time such facilities are needed.
5. That such use can demonstrate adequate provision for maintenance of the use in question along with any associated structures.
6. That such use has minimized, to the degree possible, adverse effects on the natural environment.
7. That such use will not create undue traffic congestion.
8. That such use will not adversely affect the public health, safety or welfare.
9. That such use conforms to all applicable provisions of this Code.
10. That such use is consistent with all applicable provisions of the comprehensive plan.

23.5 *Expiration.* A CUP shall be considered exercised when the use has been established. When such CUP is not exercised, or is abandoned, or is discontinued for a period of 1 year from the date of granting thereof, it shall be considered expired and shall not be reestablished unless authorized by the City Council with recommendation(s) from the Planning & Zoning Commission.

23.6 *Annual Review.* Subsequent to the issuance of a CUP, a review shall be conducted annually by the Code Official to determine that the terms of the CUP are being met.

23.7 *Revocation.* A CUP shall be revoked when the applicant fails to comply with conditions imposed by the permit. Said CUP shall not be reestablished unless authorized by the City Council with recommendation(s) from the Planning & Zoning Commission.

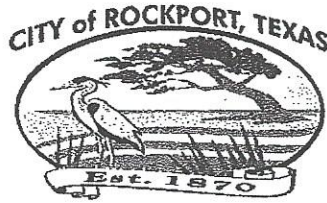
23.8 *Existing Conditional-Use Permit.* Any amendment sought to an existing CUP shall be considered as a new application and shall comply with this article.

23.9 *Existing Special Permit.* Any amendment sought to an existing Special Permit existing prior to (date of amending ordinance inserted here), shall be considered as a new application and shall comply with this article as a CUP. Such amendment(s) may not preclude or nullify the conditions to any Special Permit previously issued unless requested by the applicant. Annual review shall be in accordance with subsection 23.6.

23.10 *Specific uses requiring a CUP.* The following listed uses will require a CUP approval prior to issuance of a building permit. These uses are also listed within their respective zoning district.

1. Permanent or long term (more than 30 days) public entertainment facilities or uses. Such facilities or uses shall include, but not be limited to, amusement parks, carnivals, animal shows, marine life shows, dance/theatrical productions or natatoriums. This provision is listed in a B-1 district).
2. Private, child nurseries or pre-kindergarten schools in R-1 through R-7 districts.
3. Retail shops, restaurants, clubs and lounges in R-6 and R-7 districts when not built within a hotel or office building.
4. Meat, fish or shellfish processing plant in a B-1 district.
5. Penal institutions and detention centers in R-7 districts only. A listed use out-right in a B-1 district.
6. Bed and Breakfast accommodations in R-1 through R-3 districts.
7. The keeping and raising of farm animals in all districts pursuant to the city's animal control ordinance. Agricultural land annexed into the city as R-1 zoning is exempt where such uses are existing uses.
8. Radio, television or communications tower in an R-7 district, provided Federal Communications Commission and Federal Aviation Administration permit requirements are met (refer to Article 24 [[section 118-24](#)] for Special Conditions).
9. Outdoor welding operations when located in a B district only.
10. Recreational Vehicle/Manufactured Housing Parks in any district when complying with recreational vehicle/manufactured housing park standards addressed in Article 24 of this ordinance [[section 118-24](#) of this Code].
11. Adult entertainment in B and I districts.

(Ord. No. 1027, art. 23, 4-9-96; Ord. No. 1601, § 1, 3-26-13)



CITY OF ROCKPORT
ZONING AND LAND DEVELOPMENT APPLICATION

INSTRUCTION: Please fill out completely. If more space is needed, attach additional pages. Please print or use typewriter.

A. REQUESTING: Rezoning [] Conditional Permit ☒

Planned Unit Development (P.U.D.) by Conditional Permit []

B. ADDRESS AND LOCATION OF PROPERTY 210 SEABREEZE
DRIVE, ROCKPORT, TX.

C. CURRENT ZONING OF PROPERTY: R1

D. PRESENT USE OF PROPERTY: RECREATION, BOAT LAUNCH, BIRD & NATURE RESERVE, SHORT TERM EVENT RENTAL, VENDORS

E. ZONING DISTRICT REQUESTED: _____

F. CONDITIONAL USE REQUESTED: ADD ADDITIONAL VENDOR for BEACH RELATED ITEMS, SUNSCREEN, TEE SHIRTS, ETC.

G. LEGAL DESCRIPTION: (Fill in the one that applies)

• Lot or Tract _____ Block _____

• Tract ENTIRE BEACH FACILITY of the _____
Survey as per metes and bounds (field notes attached)

VENDORS ARE MOBILE & CAN RELOCATE BASED ON TRAFFIC

• If other, attach copy of survey or legal description from the Records of Aransas County or Appraisal District.

H. NAME OF PROPOSED DEVELOPMENT (if applicable) SHAWN MILLER is operation / vendor

I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): affected LESS THAN 1 ACRE (900 SQF)

J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)

ADD OF VENDOR OTHER THAN FOOD or DRINK

(BEACH) RELATED supply - TEE SHIRTS, SUN SCREEN HAT'S, FLIP/FLOPS, ETC...

K. OWNER'S NAME: (Please print) ARANSAS County Navigation
ADDRESS: 911 Navigation Circle, Rockport, TX.
CITY, STATE, ZIP CODE: Rockport, TX. 78382
PHONE NO 361-729-6661

L. REPRESENTATIVE: (If Other Than Owner) KEITH BARRETT
ADDRESS: 911 Navigation Circle
CITY, STATE, ZIP CODE: Rockport, TX. 78382
PHONE NO cell / 361-385-0525

NOTE: Do you have property owner's permission for this request?
YES ☒ NO ☐

M. FILING FEE:

REZONING	\$150.00 + \$10.00 PER ACRE
PLANNED UNIT DEVELOPMENT	\$200.00 + \$10.00 PER ACRE
P.U.D. REVISION	\$200.00 + \$10.00 PER ACRE
CONDITIONAL PERMIT	\$150.00 + \$10.00 PER ACRE

(Make check payable to the City of Rockport)

- Submit application and filing fee to the Department of Building & Development, City of Rockport; 2751 S.H. 35 Bypass, Rockport, Texas 78382.

Signed: [Signature]
(Owner or Representative)

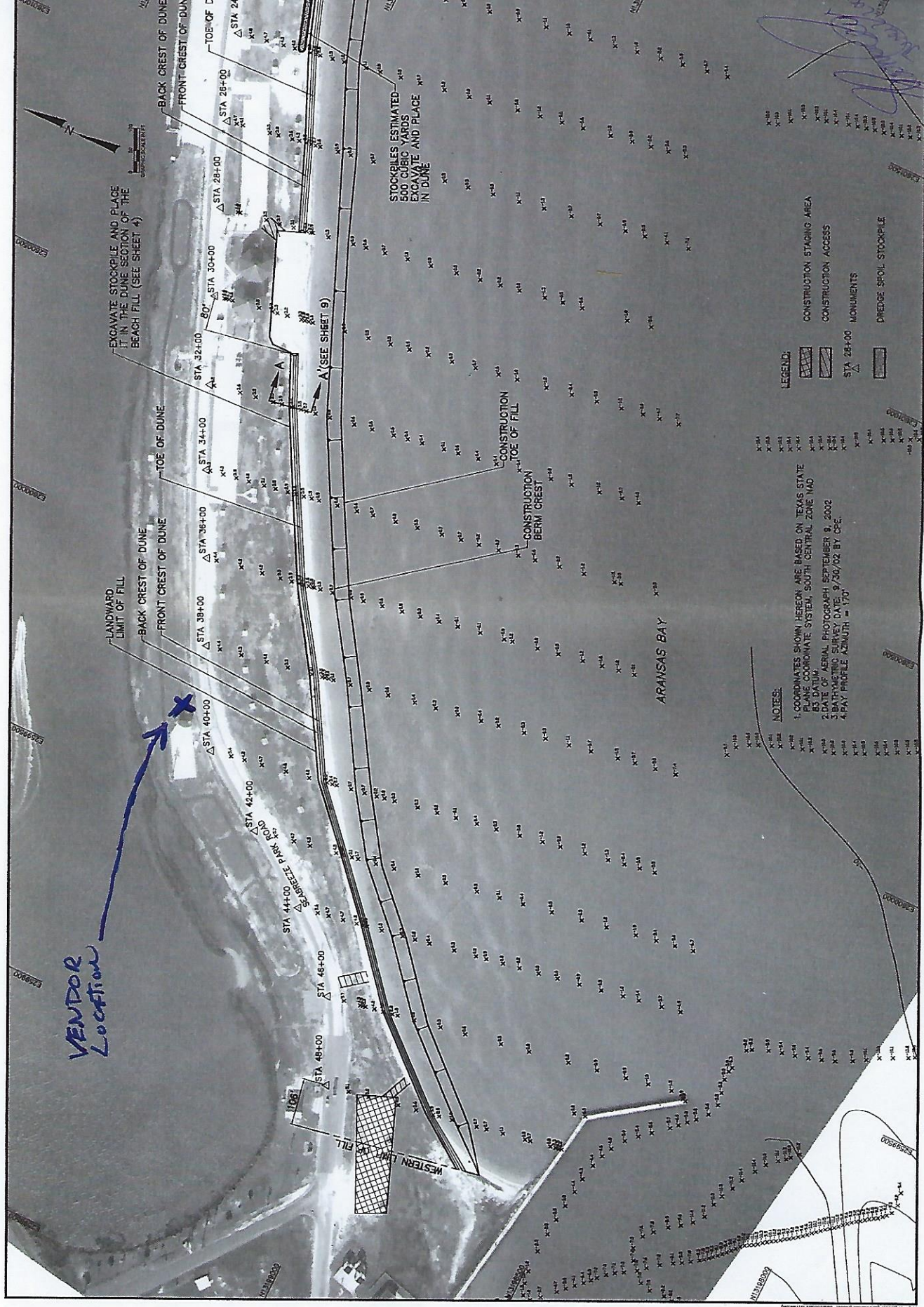
(FOR CITY USE)

Received by: _____ Date: _____ Fees Paid: \$ _____

Submitted Information (_____ accepted) (_____ rejected) by: _____

If rejected, reasons why: _____

Receipt No. _____



BEACH PARK – FESTIVAL GROUNDS
DESCRIPTION

APRIL 7, 2021

BEING THE DESCRIPTION OF APPROXIMATELY 80.0 ACRES OF LAND OUT OF PORTIONS OF THE ARANSAS COUNTY NAVIGATION DISTRICT NO. 1 ROCKPORT BEACH PARK AND FESTIVAL GROUNDS PROPERTY LOCATED IN THE CITY OF ROCKPORT, ARANSAS COUNTY, TEXAS AND BEING A PORTION OF THE 102.5 ACRE ROCKPORT HARBOR PATENT, ABSTRACT 343 AND REVISED AUGUST 12, 1953, AND RECORDED IN VOLUME M3, PAGE 499, DEED RECORDS OF ARANSAS OCUNTY, TEXAS ALONG WITH A PORTION OF ABSTRACT 357 DATED NOVEMBER 6, 1953, CONTAINING 604.296 ACRES AND RECORDED IN VOLUME N-3, PAGE 178, DEED RECORDS OF ARANSAS COUNTY, TEXAS WITH SAID 80.0 ACRES OF PORTION OF ABSTRACT 343 AND 357 BEING GENERALLY DESCRIBED BY BOUNDS AS FOLLOWS;

SAID 80.0 ACRE PARCEL BEING BOUND ON THE SOUTHWEST BY THE CENTERLINE OF CHAMBER DRIVE; ON THE LOWER SOUTHEAST SIDE BY THE CENTERLINE OF SEABREEZE DRIVE ADJACENT TO THE FESTIVAL GROUNDS;

THENCE IN A NORTHEASTERLY DIRECTION TO THE ENTRANCE GATE OF THE ROCKPORT BEACH PARK;

THENCE TURNING IN A SOUTHEASTERLY DIRECTION PERPENDICULAR TO SEABREEZE DRIVE TO THE SHORELINE OF ARANSAS BAY;

THENCE ALONG AND WITH THE MEANDERS OF THE SHORELINE OF ARANSAS BAY IN AN EASTERLY DIRECTION TO BE SHORELINE OF LEGGETT LIGHTS ENTRANCE CHANNEL;

THENCE IN THE NORTHWESTERLY DIRECTION, ALONG AND WITH THE MEANDERS OF THE SHORELINE OF LEGGETT LIGHTS CHANNEL TO THE SOUTHEASTERLY SHORELINE OF THE ROCKPORT SKI BASIN;

THENCE ALONG AND WITH THE MEANDERS OF THE SOUTHEAST SHORELINE OF THE ROCKPORT SKI BASIN TO THE SOUTHWEST SHORELINE OF THE ROCKPORT SKI BASIN ADJACENT TO THE EAST LAUREL STREET;

THENCE IN A NORTHWESTERLY DIRECTION ALONG AND WITH THE SOUTHWEST SHORELINE OF THE ROCKPORT SKI BASIN AJACENT TO EAST LAUREL STREET TO ITS INTERSECTION WITH THE EAST ROW LINE OF THE NORTHBOUND PORTION OF TEXAS STATE HIGHWAY NO. 35 BUSINESS;

THENCE IN A SOUTHWESTERLY DIRECTION ALONG AND WITH ROW LINE OF THE NORTHBOUND LANE OF TEXAS STATE HIGHWAY NO. 35 BUSINESS TO THE INTERSECTION OF THE CENTERLINE OF CHAMBER DRIVE AND CONTAINING APPROXIMATELY 80.0 ACRES OF LAND, MORE OR LESS.

210407EBFN

ARANSAS COUNTY NAVIGATION DISTRICT
CONCESSION CONTRACT

1. The parties to this Contract are the **Aransas County Navigation District** (District) and **Sharon Miller d/b/a Goin' Coastal Outfitters** (Concessionaire). Exhibit A to this Contract contains further information regarding Concessionaire.
2. The District hereby grants to Concessionaire, and Concessionaire hereby accepts, a concession license to sell goods, as described below, at a designated location authorized by the Harbor Master within the District's property. The goods include t-shirts and Rockport and Rockport Beach merchandise. Concessionaire is permitted to sell only the described goods. No product may be sold or otherwise dispensed in a glass container anywhere within the District's property.
3. The term of this Contract shall commence at 12:01 a.m. on March 1, 2021, and shall expire at 11:59 p.m. on February 28, 2023.
4. Concessionaire agrees to pay a license fee of \$134.00 per month in advance. All payments are due at the District office on or before the last day of each month during the term of this Contract and during any extension of renewal hereof. If any payment owed to the District is not paid on or before the due date, the Concessionaire shall owe and pay promptly a late fee in the amount of 10% of the monthly fee and an additional late fee of the same amount for every subsequent 30-day period that said payment continues to be unpaid.
5. Concessionaire shall be open for business during reasonable hours every day and, at a minimum, shall be open for business from 1:00 p.m. to sundown every Friday, Saturday and Sunday, except when public access to the Beach has been closed or substantially limited for any reason.
6. Concessionaire is permitted to sell the goods from a self-contained, mobile food-vending trailer, as authorized in paragraph (2) of the concession contract. All concession locations are subject to change at the discretion of the Harbor Master, upon 5 days notice to the Concessionaire. Every substantial change from that described and permitted herein shall be subject to the approval of the Harbor Master. Concessionaire's trailer, stand, cart, equipment and other property shall not remain on the District's property overnight. Concessionaire shall not attach or anchor its trailer, stand, cart or any other equipment to the District's lands in such a manner as to be permanent or to constitute a fixture to the District's property.
7. The prices of all goods for sale shall be clearly posted by the Concessionaire at its location. Setting of prices shall be at the discretion of the Concessionaire.

8. Concessionaire shall not commence operations until Concessionaire has obtained all health and other permits and licenses required by state, local, or District laws, rules, or regulations in connection with the Concessionaire's business, and has obtained all insurance coverages required by this Contract, and satisfactory proof thereof has been delivered to the District.

9. The Concessionaire shall maintain all of its equipment in a good, clean, safe, and sanitary condition. Every good dispensed shall be in a safe and sanitary condition and not past its expiration date, if applicable. Although failure of the Concessionaire to comply with this requirement will be a breach of this Contract, the District does not hereby assume any liability to Concessionaire or to any third party for any loss or injury caused by any goods, service, or equipment dispensed by the Concessionaire.

10. Concessionaire shall keep its location clean and shall pick up all trash from its operation that is blown onto other areas of the property. Concessionaire shall provide public trash receptacles at its location. The Concessionaire shall at the end of each day, and additionally as may be necessary, transfer all waste to the District's waste dumpsters. No hazardous substance shall be deposited in a District receptacle. Concessionaire shall not cause or allow any environmental waste or contamination of the District's lands or waters from the Concessionaire's operations.

11. The District agrees to provide water service to Concessionaire by means of a metered connection to the District's water line, so long as District has potable water available at that location. The District's obligation is subject to availability of the service at the Location and the District shall have no liability for any interruption of service from any cause. Concessionaire agrees to pay for all services at the rates established by the District and in accordance with the periodic statements from the District.

12. Concessionaire shall comply with all laws, regulations, and rules applicable to its operation, goods, services or equipment, and with all rules promulgated by the District. The use of all fuels and other flammable products are subject to inspection and approval by the Harbor Master. The Concessionaire may not keep at its location or anywhere within the Beach any explosive or hazardous materials, other than fuel for its normal operations.

13. The District shall have access to and the right to inspect the Concessionaire's location, trailer, stand, cart, or other equipment at any time during normal business hours and, in addition, at any time the Harbor Master determines, within his discretion, that there may be an urgent need to inspect or take action to prevent injury to persons or property.

14. **Rockport and Rockport Beach merchandise** The District will not grant a concession to a third party to vend within the Beach any t-shirts and while this Contract remains in force. However, the District reserves the right to allow persons

who rent the pavilions or other facilities within the Beach to provide or have catered to their guests any such goods in connection with the events for which the facilities are rented.

15. Neither the Concessionaire nor any of Concessionaire's employees, agents, guests, or invitees shall consume alcoholic beverages or illegal drugs, or be under the influence of such, while on duty or conducting business within the Beach. Concessionaire shall ensure that all employees and representatives of the Concessionaire who are on the District's property are of good character and fit to have contact with members of the public who will be present on the property.

16. Concessionaire shall have the right to display at the location reasonable signage identifying or advertising the Concessionaire's business. Concessionaire shall not have or allow any other signage on the premises without specific written approval of the Harbor Master. Concessionaire may engage in advertising relative to the concession consistent with a dignified image in the operation and maintenance of the Beach. If the Concessionaire wishes to conduct any special activity or event, the Concessionaire shall obtain the Harbor Master's approval in advance for the event and any related advertising or publicity. Concessionaire agrees to remove any lighting, signage, equipment, or any other item placed on the District's lands or mounted on Concessionaire's equipment, and to cause any activity occurring on the District's lands to cease, if the Harbor Master determines such item or activity to be a public nuisance or hazard to any person or property.

17. The Concessionaire shall maintain in force policies of insurance with not less than the following coverage limits during the term of this Contract:

Liability insuring personal injury per person	\$ 300,000
Aggregate personal injury per occurrence	\$ 600,000
Loss to Property: property damage per occurrence	\$ 100,000
Products liability insurance covering all claims for property damage or personal injury caused by any defects in goods, services, or equipment dispensed by Concessionaire, if not included within the coverage stated above, per person	\$ 300,000

The District shall be named as an additional insured on all policies of insurance. All policies shall provide for advance notice to the District of any changes or cancellations in coverage. Concessionaire shall deliver or cause to be delivered to the District office certificates or declarations of insurance or other satisfactory proof of the insurance coverages prior to commencement of operations under this Contract and shall maintain

on file with the District satisfactory evidence of the continuation of such coverage during the term of this Contract.

18. Concessionaire represents that it is familiar with the conditions of the Beach and of the designated location and accepts the use of the designated location and any other location hereafter designated as is, with all faults. The Concessionaire shall indemnify, hold harmless, and defend the District against every claim or cause of action arising from or relating to the operations of the Concessionaire or the acts or omissions of the Concessionaire or of any of the Concessionaire's employees, agents, representatives, guests, or invitees. Concessionaire shall give the District immediate notice of any claim that in any way directly or indirectly affects either the Concessionaire or the District.

19. A. The District shall have the right to immediately terminate this Contract upon written notice to the Concessionaire on the following grounds:

- i. any payment owed to the District under this Contract is more than 30 days past due;
- ii. there occurs a material breach or default by Concessionaire of any provision of this Contract;
- iii. the Concession is abandoned, consisting of the failure to be open for business at the designated location for 5 consecutive calendar days or a total of 5 days within any 14 day period;
- iv. the Concessionaire becomes the subject, voluntarily or involuntarily, of a proceeding in bankruptcy or Concessionaire includes this Contract in an assignment for the benefit of its creditors.

B. Either party may terminate this Contract at any time without any requirement for cause, upon not less than 60 days written notice to the other party.

20. The District shall have the right at its discretion to take possession of, remove, and store any goods, equipment, or other property of Concessionaire, at Concessionaire's expense, if the property is left within the Beach after the posted closing time, or the property has not been removed immediately after this Contract expires or is terminated, or the Harbor Master determines the property is creating an immediate hazard to persons or property. The District will make a good faith effort to give oral or written notice to Concessionaire of the District's action. If such property has not been reclaimed by the Concessionaire within 15 days after the District's action, the District shall have the right, without any further notice to Concessionaire, to sell any or all of the property in any commercially reasonable manner and to discard or donate to charity any property which the District deems not to have any substantial marketability or market value. The District shall have a lien on all such property for payment of any amounts owed by Concessionaire to the District, and the District may apply any proceeds from the sale first to the cost of preparing the items of property for sale, then to the costs of sale, then to satisfy amounts owed by the Concessionaire to the District.

under this Contract or otherwise, and then any balance will be available to be claimed by the Concessionaire.

21. The failure of the District to insist upon the strict performance of any of the terms, covenants, or conditions of this Contract shall not be deemed to be a waiver of any further or future breach or default.

22. The performance by either party hereunder shall be excused during a period in which that party's performance has been rendered impossible or impracticable as a result of an act of God, war, civil commotion, or other emergency condition beyond the control of the party. In the event Concessionaire's trailer, stand, cart, or a substantial portion of the Concessionaire's goods or equipment are destroyed or damaged by fire, windstorm, lightning, other casualty, or vandalism, to an extent that the Concessionaire cannot reasonably continue operations, the Concessionaire shall have the right to request, and upon request shall be allowed, to suspend operations for not more than 90 days within which to repair or replace its property as necessary to commence normal operations. The concession fee shall be waived during said period.

23. Every notice to the District shall be addressed to the Harbor Master, delivered at his business office in Rockport, Texas, during office hours. Every notice to Concessionaire shall be deemed delivered when delivered in hand or by mail to the Concessionaire, Concessionaire's Agent, or to any officer of Concessionaire, or to the Concessionaire's address as shown on Exhibit A.

24. Concessionaire shall pay before delinquent all ad valorem taxes, if any, assessed by or for the benefit of the District, Aransas County, or other taxing authorities on Concessionaire's personal property used in connection with the concession.

25. A. Concessionaire's rights under this Contract are not assignable without express written permission of the District, which permission may be withheld by the District with or without cause at the District's discretion.

B. Concessionaire shall obtain the District's approval, in writing, before making any material change in ownership or control of the Concessionaire, as listed in Exhibit A, which approval may be withheld at the District's discretion. Concessionaire shall notify the District of any material change in ownership or control by operation of law, as soon as Concessionaire learns that the change probably will occur, or if Concessionaire has no advance knowledge of the change, no later than the 10th day after such change has occurred. A material change in ownership or control means a change of ten percent or more of the ownership of the Concessionaire or a change in the principal officers, the directors, or a partner.

C. If Concessionaire is an entity other than an individual sole proprietor, it shall be an event of default if Concessionaire's, or Concessionaire's general partner's,

certificate of authority expires or is suspended or terminated by the State under which Concessionaire or the partner was created.

26. Concessionaire shall be liable to the District for any damages, expenses, and attorney fees caused by Concessionaire's breach of this Contract.

27. The rights and privileges granted to the Concessionaire under this Contract are in the nature of a license only. The Concessionaire is not, and shall not be deemed to be, a lessee, employee, contractor, agent, or partner, of the District. Concessionaire is solely responsible for the actions, health, and safety of the Concessionaire's employees, agents, suppliers, guests, and invitees.

28. This Contract shall be interpreted under and governed exclusively by the laws of the State of Texas, without regard to any conflict of law rules under which the laws of another state or forum might otherwise apply. Jurisdiction and venue of any action or proceeding arising from or relating to this Contract shall exclusively lie in a Texas State court of appropriate jurisdiction sitting in Aransas County.

29. This Contract constitutes the entire agreement between the District and Concessionaire relating to the subject of this Contract. This Contract is not intended, and shall not be interpreted or deemed, to waive any governmental or sovereign immunity of the District or of any official, officer, or employee of the District. All exhibits to this Contract are fully incorporated herein by reference.

ARANSAS COUNTY NAVIGATION DISTRICT

Executed this 19th day of Jan, 2021

By: [Signature]

Name:

Title: Chairman

CONCESSIONAIRE:

SHARON MILLER D/B/A GOIN' COASTAL
OUTFITTERS

Executed this 2 day of March, 2021

By: [Signature]

Name: Sharon Miller, Owner

LMC:5/2/13

APPLICATION FOR CONCESSION CONTRACT (EXHIBIT "A")

The below identified individual or company (Applicant) hereby applies for a Concessionaire License to vend or rent goods, services, or equipment on property of the Aransas County Navigation District (the District), as described herein. Applicant authorizes and gives permission to the District to request and obtain a civil, criminal, and financial background check on Applicant and all officers, directors, agents, and on-site managers identified in this Application, and to use any information obtained for the purpose of evaluating this Application and Applicant's fitness to be granted a license and to operate the business described.

DESCRIPTION OF PROPOSED BUSINESS: Concession business, t-shirts along with Rockport and Rockport Beach merchandise.

INFORMATION ABOUT CONCESSIONAIRE:

Name: Sharon Miller d/b/a Goin' Coastal Outfitters

Type of Entity [e.g., individual sole proprietor, partnership, corporation, limited liability corporation, or limited partnership]: Sole ownership

If Concessionaire is not an individual:

Name of the State in which the entity was organized

Attach a copy of the documents by which Concessionaire was organized, such as Articles of Organization, Charter, Partnership Agreement, Bylaws, or Company Agreement

Address & Phone numbers:

Principal office of Concessionaire:

Owners: Sharon Miller (361) 230-0414

Directors: Same

Officers: Same

103 S. Austin St. Rockport, TX 78382

If Concessionaire is not a sole proprietor, the following person is an Agent designated and authorized by Concessionaire to receive all notices and to act and speak for Concessionaire in all respects affecting this Contract:

Name: N/A

Address:

Telephone No.:

Fax No.:

Email Address:

If different than the above named Agent, identify the person on-site and responsible for management of the premises:

CONCESSIONAIRE:

By: Sharon Miller
Name: Sharon Miller

Exhibit A



JOINT PUBLIC HEARING
Rockport City Council
and
Planning & Zoning Commission

NOTICE is hereby given that the Rockport City Council and the Planning & Zoning Commission will hold a Joint Public Hearing on Tuesday, April 27, 2021, at 6:30 p.m., at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, to consider a request for a Conditional Use Permit for food and retail vending, located at 210 Seabreeze Drive; also known as approximately 80.0 acres of land out of portions of the Aransas County Navigation District No.1 Rockport Beach Park and Festival Grounds property located in the city of Rockport, Aransas County, Texas and being a portion of the 102.5 acres Rockport Harbor patent, Abstract 343 and revised August 12, 1953, and recorded in Volume M3, Page 499, Deed Records of Aransas County, Texas, along with a portion of Abstract 357 dated November 6, 1953, containing 604.296 acres and recorded in Volume N-3, Page 178, Deed Records of Aransas County, Texas, with said 80.0 acres being a portion of Abstracts 343 and 357; currently zoned R-1 (1st Single Family Dwelling District).

The meeting will be held in person with social distancing guidelines and using the video conferencing application ZOOM. A temporary suspension of the Open Meetings Act to allow telephone or video conference public meetings has been granted by Governor Greg Abbott. These actions are being taken to mitigate the spread of COVID-19 by avoiding meetings that bring people into a group setting and in accordance with Section 418.016 of the Texas Government Code. **Video conferencing capabilities will be utilized to allow individuals to address the Planning & Zoning Commission and City Council. Members of the public can participate in the meeting remotely by using the ZOOM address that will be provided on the City Council Agenda of April 27, 2021, and posted on the City's website www.cityofrockport.com.**

Due to the COVID-19 pandemic, the attorney general has said: "statutes that may be interpreted to require face-to-face interaction between members of the public and public officials are suspended; provided, however, that the governmental bodies must offer alternative methods of communicating with their public officials." Public participation is valued and citizens wishing to express their views during the Joint Public Hearing can electronically submit a Citizen Participation Form in order to register to speak by going to <https://rockport.seamlessdocs.com/f/CouncilCitizenParticipation>, or if attending the meeting in person register at the meeting. Using the same form, citizens can also provide written comments to the City Secretary by 4:00 p.m. on the day of the meeting. The Mayor will read the comments and they will be summarized in the minutes of the meeting.

The City encourages citizens to participate and make their views known at this Joint Public Hearing. For further information on this request, please contact the Building Department at (361) 790-1125.

POSTED the 8th day of April 2021, on the bulletin board at the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas, and on the website www.cityofrockport.com.

PUBLISHED in *The Rockport Pilot* in the Saturday, April 10, 2021, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS


Teresa Valdez, City Secretary

<u>Property ID</u>	<u>Property Owner</u>	<u>Situs Address</u>	<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>ZIP</u>
33724	Wells Fargo Bank	511 Hwy 35 N	333 Market St 10th Floor	San Francisco	CA	94105
32559	Wells Fargo Bank	501 Hwy 35 N	333 Market St 10th Floor	San Francisco	CA	94105
49726	Hoopes Associates LTD	417 Broadway	406 E. 85th St	New York	NY	10028
33720	Jeff & Anne Hunt	409 Broadway	2204 Island Wood Rd	Austin	Tx	78733
25306	Michael & Christine Seger	29 Finisterre	1909 Albany Ave	Lubbock	Tx	79407
25307	Jeremy & Mary Fernandes	31 Finisterre	9612 Rockbrook Dr	Dallas	Tx	75220
25232	Katherine Noble	44 Blue Heron	PO Box 2339	Rockport	Tx	78382
25231	Shelley Gatlin	46 Blue Heron	46 Blue Heron	Rockport	Tx	78382
25230	Natalie Harrison	48 Blue Herron	83 Williamsburg Ln	Houston	Tx	77024
25229	Dawn & Joshua Jakubik	50 Blue Heron	303 Corbin Dr	Magnolia	Tx	77354
69904	Michael & Laura Heinrich	56 Blue Heron	223 Park Hill Dr	San Antonio	Tx	78212
69903	Michael & Kathrine Grella	60 Blue Heron	PO Box 10706	Midland	Tx	79702
25220	Chumley Revocable Trust	68 Blue Heron	300 Cliffside Dr	San Antonio	Tx	78231
25219	Chumley Revocable Trust	63 Blue Heron	300 Cliffside Dr	San Antonio	Tx	78231
25122	Lawrence & Lisa Glasgow	72 Curlew Dr	3407 Dartmouth Ave	Dallas	Tx	75205
25123	Susan Oakley	70 Curlew Dr	103 Woodmere	Victoria	Tx	77904
25221	Stephen & Lynda Powers	66 Blue Heron	66 Blue Heron Dr	Rockport	Tx	78382
25121	Gaye Tullos	74 Curlew Dr	2151 Troon Rd	Houston	Tx	77019