



PLANNING AND ZONING PACKET

August 1, 2022

PLANNING & ZONING COMMISSION AGENDA

Notice is hereby given that the Rockport Planning & Zoning Commission will hold a meeting on Monday, August 1, 2022, at 5:30 p.m. The meeting will be held in person at the Training Room of the Rockport Service Center, 2751 State Highway 35 Bypass, Rockport, Texas. Members of the public can view the meeting via live stream at <https://youtu.be/1Tahyi2BT9A>.

Public participation is valued and citizens wishing to express their views on agenda items can 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. Welcome new member Patricia Impens.
3. Deliberate and act on a request for a Conditional Use Permit to allow for a Quilt Shop, located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).
4. Deliberate and act on a request for a Conditional Use Permit to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 McCombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).
5. 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. The City of Rockport reserves the right to convene into executive session under Government Code §§ 551.071-551.074 and 551.086.

In accordance with the requirements of Texas Government Code Section 551.127, a member of the governing body may participate in this meeting from a remote location. A quorum of the governing body as well as the presiding officer shall be physically present at the above posted location, which shall be open to the public. Those participating remotely shall be visible and audible to the public for all open portions

of the meeting. A member of a governmental body who participates in a meeting remotely as provided by law, shall be counted as present at the meeting for all purposes.

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, July 29, 2022, at 8:30 a.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 AGENDA
Regular Meeting: Monday, August 1, 2022

AGENDA ITEM: 3

Deliberate and act on a request for a Conditional Use Permit to allow for a Quilt Shop, located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

SUBMITTED BY: Carey Dietrich - Asst. Director Building & Development /Community Planner

BACKGROUND: Property owner Darlena Lanier desires to operate a quilt shop in existing building on property located at 2922 Loop 1781, which is currently R-1 (1st single family residential). Ms. Lanier has operated the quilt shop for approximately two (2) years with no issues and only recently was informed that a rezone would be required in order to continue operation.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to seven (7) property owners within a 200-foot radius of the property. Two letters For and No letters Against the request have been received at time of JPH.

Please see the accompanying zoning change request application and Section 118-23 of Code of Ordinances for detail information.

RECOMMENDATION: Staff recommends approval of a Conditional Use Permit to allow for a Quilt Shop, located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).



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, July 26, 2022, 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 to allow for a Quilt Shop, located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of July 26, 2022 and posted on the City's website www.cityofrockport.com.

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 before the meeting begins. 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 6th day of July 2022, 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, July 9, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS


Teresa Valdez, City Secretary

STAFF REPORT

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



PROPERTY ADDRESS/LOCATION
 2922 FM 1781

APPLICANT/PROPERTY OWNER
 Rockport Retreat House, LLC, - Darleena Lanier, Owner

PUBLIC HEARING DATE
 Tuesday, July 26, 2022

P&Z DATE
 Monday, August 1, 2022

CITY COUNCIL DATE(S)
 1st Reading - Tuesday, August 9, 2022
 2nd Reading - Tuesday, August 23, 2022

BRIEF SUMMARY OF REQUEST

Ms. Lanier purchased this property in 2019 with the intentions of operating her quilting business at this location and was not made aware a rezone would be required. She has operated her retail sales quilting store since that time with no issues; once notified of the required rezone, Ms. Lanier immediately responded and filed the request for a B1 Zoning change but realized a CUP would be more appropriate given the surrounding residential use.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to seven (7) property owners within a 200-foot radius of the property. Two letters for and No letters Against the request have been 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)	Existing structure / formerly a Church	N – R-1 (1 st Single Family Dwelling District) w/single family residence S - R-1 (1 st Single Family Dwelling District) w/Church Facility E - R-1 (1 st Single Family Dwelling District) vacant land W – R-2M (Manufactured Housing District) w/manufacture homes	To operate a retail business – quilting store	1.148 acres

STAFF RECOMMENDATION**APPROVE****APPROVE WITH CONDITIONS****DENY**

COMPATIBILITY with the ZONING ORDINANCE	PROPERTY HISTORY
There can be no future development without modification of the CUP. The Current Future Land Use Map suggests Residential Use	The property is not in a Special Flood Hazard Area.

ATTACHMENTS
 (CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/
 APPLICATION FORM

LEGAL NOTICE

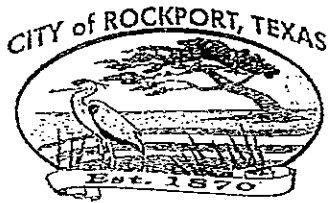
LEGAL DESCRIPTION

PUBLIC
 COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)



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 2922 (FM) Loop 1781
- C. CURRENT ZONING OF PROPERTY: R-1 1st Single Family Dwelling
- D. PRESENT USE OF PROPERTY: Quilt Shop
- E. ZONING DISTRICT REQUESTED: C.U.P.
- F. CONDITIONAL USE REQUESTED: _____
- G. LEGAL DESCRIPTION: (Fill in the one that applies)
- Lot or Tract Lot 3B, Spanish Woods Est. #5 Block _____
 - Tract _____ of the _____
Survey as per metes and bounds (field notes attached)
 - 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) _____
- I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 1.148 ACRES
- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)
Purchased Property for a Quilt Shop

K. OWNER'S NAME: (Please print) ROCKPORT RETREAT HOUSE, LLC
ADDRESS: 2922 Loop 1781 (DARLEENA LANIER)
CITY, STATE, ZIP CODE: Rockport, Tx 78382
PHONE NO 281-889-1518

L. REPRESENTATIVE: (If Other Than Owner) MARK UHR
ADDRESS: 3001 Traylor Blvd
CITY, STATE, ZIP CODE: Rockport Tx 78382
PHONE NO 361-774-9424

NOTE: Do you have property owner's permission for this request?

YES ☒ NO ☐

M. FILING FEE:

REZONING	\$150.00 + \$10.00 PER ACRE	170 ⁰⁰
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: 
(Owner or Representative)

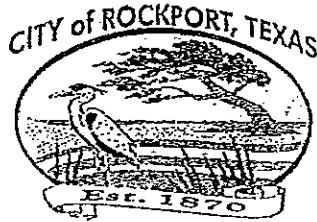
(FOR CITY USE)

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

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

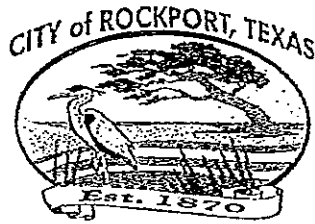
If rejected, reasons why: _____

Receipt No. _____



INSTRUCTIONS CITY OF ROCKPORT

1. Complete the application form and return it to the Building & Development Department, 275 S.H. 35 Bypass, Rockport, TX with the required filling fee.
2. Official notice of a public hearing to consider the request will be posted on the City Hall bulletin board and published in the official city newspaper at least 15 days prior to the hearing. The owner/applicant and any representative will be notified of the hearing date by mail.
3. The public hearing will be held jointly before the Planning & Zoning Commission & City Council. After which the Planning & Zoning Commission will hold a separate meeting at a posted time and place.
4. Recommendations for the Planning & Zoning Commission will be submitted to the City Council. The City Council will make final determination at their next available meeting.
5. We suggest that the applicant or a representative be present at the public hearings, at the Planning & Zoning meeting and at the City Council meeting to answer any questions that might arise.



EVENT CALENDAR
RE-ZONING – CONDITIONAL USE – PUD
(Refer to City of Rockport Zoning Ordinance for specific details)

WEEK 1

Submit application of Re-zoning, Conditional Permit or PUD (Planned Unit Development).

Submit survey with legal description, if required.

Submit request for street/alley closures, if any.

WEEK 2

WEEK 3

Joint Public Hearing with City Council* and Planning and Zoning Commission.

Public Hearing on street/alley closures, if any.

WEEK 4

Planning and Zoning Commission Meeting (no public hearing).

WEEK 5

City Council* receives report from Planning and Zoning Commission; possible first reading of Ordinance to Re-zone.

City Council* takes action on request for road closures, if any.

WEEK 6

WEEK 7

City Council* meeting; possible second (and final) reading of ordinance to rezone.

If re-zoning and road closures granted, submit request to plat or re-plat property to the Planning and Zoning Commission (generally, one meeting, no public hearing required, except for true re-plat – then 15 day advertisement for public hearing).

Submit tree plan (tree survey or site plan with trees is okay) to Tree Committee (one meeting, no public hearing required).

After approval received for re-zoning, road closures re-plat and tree plan- REQUEST BUILDING PERMIT. Approximately two weeks for review of construction plans, drainage, utilities, etc. before Building Permit issued (longer if tree plan is submitted with application for building permit).

244841

STATE OF TEXAS
COUNTY OF ARANSAS

We, Thomas R Mathisen and Dorothy J. Mathisen, do hereby certify that we are the owners of the property referred to as Lot 3A, Spanish Wood Estates, Unit 5, that we have had said land surveyed and plotted as shown hereon and we adopt this plat for the purpose of description and dedication this 15th day of January, 2001.

Thomas R Mathisen

Dorothy J. Mathisen

STATE OF TEXAS
COUNTY OF ARANSAS

We, English Congregation of Jehovah's Witnesses, do hereby certify that we are the owners of the property referred to as Lot 3B, Spanish Wood Estates, Unit 5, that we have had said land surveyed and plotted as shown hereon and we adopt this plat for the purpose of description and dedication this 15th day of January, 2001.

English Congregation of Jehovah's Witnesses

Eugene Castorena, Trustee
Donald L. Butterfield, Trustee
George C. Flowers, Trustee

STATE OF TEXAS
COUNTY OF ARANSAS

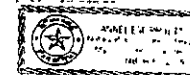
Before me, a Notary Public, on this day personally appeared Thomas R Mathisen and Dorothy J. Mathisen, known to me to be the persons whose signature and name mark is made on the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of January, 2001.My Commission Expires 09/13/2005

Notary for 3rd of Aransas County, Texas

STATE OF TEXAS
COUNTY OF ARANSAS

Before me, a Notary Public, on this day personally appeared Eugene Castorena, Donald L. Butterfield and George C. Flowers, known to me to be the persons whose signature and whose mark is made on the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of January, 2001.My Commission Expires 09/13/2005

Notary for 3rd of Aransas County, Texas

STATE OF TEXAS
COUNTY OF ARANSAS

This plat approved by the Planning and Zoning Commission of the City of Rockport, Texas, this the 15th day of JANUARY, 2001, approved hereafter, that said approval shall be come null and void if this plat is not filed with the County Clerk for recording within thirty days of the date shown above.

Don Dandert
Chairman of Planning and Zoning

Mary Shellaby
Secretary, Planning and Zoning

STATE OF TEXAS
COUNTY OF ARANSAS

I, Paul A. Castillo, a Registered Professional Land Surveyor of Texas, do hereby certify that the foregoing map was prepared from surveys made on the ground under my supervision, on June 2, 2001, that said survey is to my knowledge true and correct and that all lot or block corner have been set or found as shown hereon.

This 15th day of JANUARY, 2001.

Paul A. Castillo, R.P.L.S. No. 5081

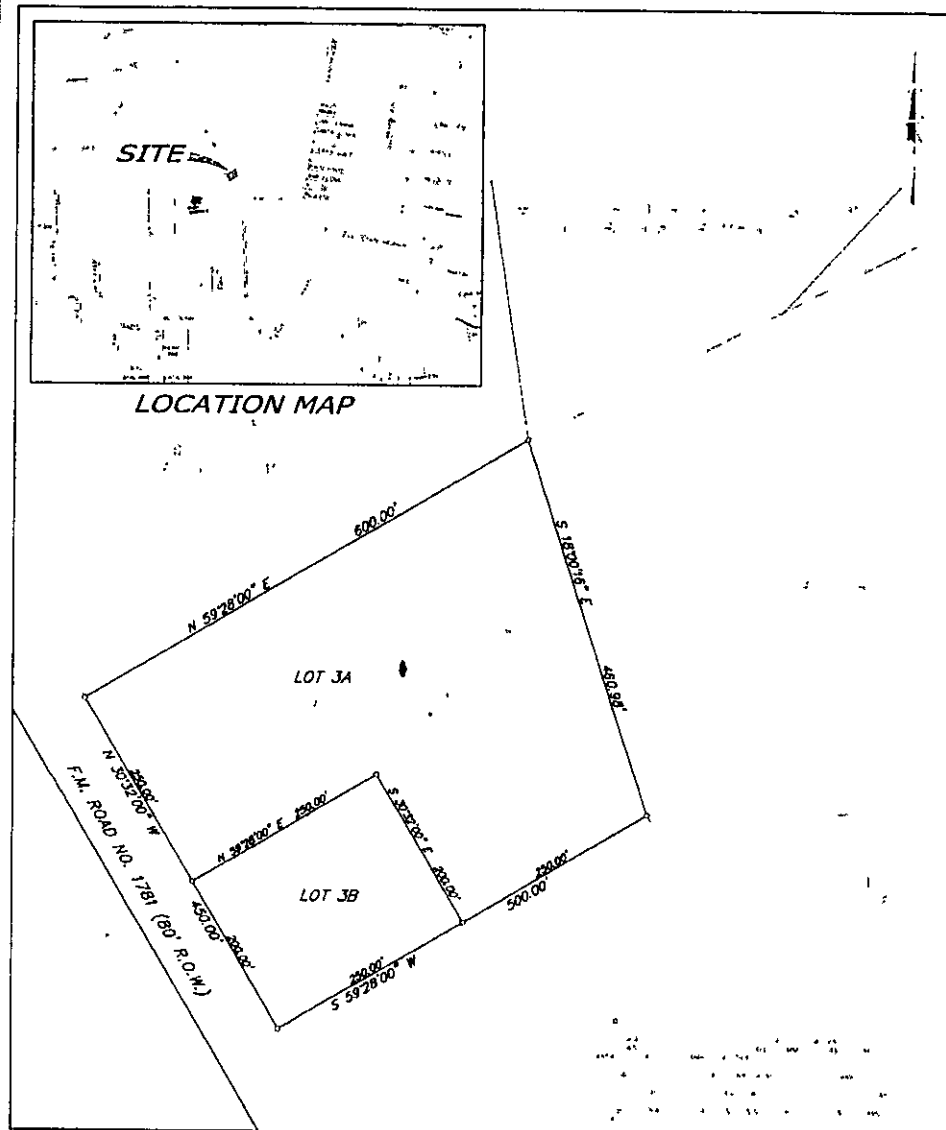
STATE OF TEXAS
COUNTY OF ARANSAS

I, Healy A. Frehele, Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument dated the 15th day of January, 2001, with its certificate of authentication was filed for record in my office the 15th day of January, 2001 at 9:30 o'clock A.M. and duly recorded the 15th day of January, 2001 at 9:30 o'clock A.M. in said County in Volume 15, Page 15, Map Records of Nueces County, Texas.

Witness my hand and seal of the County Clerk, in and for said County at office in Rockport, Texas, the day and year last written.

No. 244841
Filed for Record at 9:30 o'clock A.M.
January, 2001

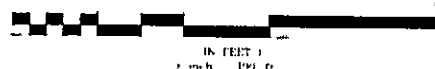
Peggy L. Zuber
Peggy L. Zuber, County Clerk, Aransas County, Texas
Deputy



PLAT OF
SPANISH WOOD ESTATES, UNIT 5
LOTS 3A AND 3B
ROCKPORT, ARANSAS COUNTY, TEXAS

BEING A REPLAT AND SURVEY OF LOT 3, SPANISH WOOD ESTATES, UNIT 5 AS RECORDED IN VOLUME 4, PAGE 17, MAP RECORDS ARANSAS COUNTY, TEXAS AND CONTAINING A TOTAL OF 5.682 ACRES OF LAND

GRAPHIC SCALE



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust

Basic Information

Date: December ____, 2019

Grantor: ROCKPORT RETREAT HOUSE, LLC, a Texas limited liability company

Grantor's Mailing Address:

ROCKPORT RETREAT HOUSE, LLC
701 N. Allen Street
Rockport, Texas 78382

Trustee: J.M. RANKIN, III

Trustee's Mailing Address:

P.O. Box 1940
Gonzales, Texas 78629

Lender: SAGE CAPITAL BANK

Lender's Mailing Address:

P.O. Box 1940
Gonzales, Texas 78629

Obligation

Note:

Date: December ____, 2019

Original principal amount: \$236,000.00

Borrower: ROCKPORT RETREAT HOUSE, LLC

Lender: SAGE CAPITAL BANK

Property (including any improvements):

Lot No. THREE "B" (3B), SPANISH WOOD ESTATES, Unit No. Five (5), City of Rockport, Aransas County, Texas according to the plat thereof recorded in Volume 5, Page 15, Plat Records, Aransas County, Texas.

Other Exceptions to Conveyance and Warranty:

All reservations, restrictions, rights-of-way, easements and other matters of record.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2 Grantor agrees to-

- a. keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- c. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- g. notify Lender of any change of address.

C. Lender's Rights

C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.

C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the property insurance proceeds available to Grantor for repairs.

C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

C.6. COLLATERAL PROTECTION INSURANCE NOTICE

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

(A) the Grantor is required to:

- (i) keep the collateral insured against damage in the amount the Lender specifies;
- (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
- (iii) name the Lender as the persons to be paid under the policy in the event of a loss;

(B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and

(C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.

C.7. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-

- a. declare the unpaid principal balance and earned interest on the Obligation immediately due;
- b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
- c. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
- d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.

C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

D.3. from the proceeds of the sale, pay, in this order-

- a. expenses of foreclosure, including a reasonable commission to Trustee;
- b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
- c. any amounts required by law to be paid before payment to Grantor; and
- d. to Grantor, any balance; and

D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

E.1. Grantor agrees to (a) keep at Grantor's address, or such other place as Lender may approve, accounts and records reflecting the operation of the Property and copies of all written contracts, leases, and other instruments that affect the Property; (b) prepare financial accounting records in compliance with generally accepted accounting principles consistently applied; and (c), at Lender's request from time to time, permit Lender to examine and make copies of such books, records, contracts, leases, and other instruments at any reasonable time.

E.2. Grantor agrees to deliver to Lender, at Lender's request from time to time, internally prepared financial statements of Grantor and each guarantor of the Note prepared in accordance with generally accepted accounting principles consistently applied, in detail reasonably satisfactory to Lender and certified to be true and correct by the chief financial officer of Grantor.

E.3. If Lender orders an appraisal of the Property while a default exists or to comply with legal requirements affecting Lender, Grantor, at Lender's request, agrees to reimburse Lender for the cost of any such appraisal. If Grantor fails to reimburse Lender for any such appraisal within ten days of Lender's request, that failure is a default under this deed of trust.

E.4. Grantor agrees to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantor's obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantor agrees to pay all costs of the foregoing.

E.5. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

E.6. Recitals in any trustee's deed conveying the Property will be presumed to be true.

E.7. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

E.8. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.

E.9. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

E.10. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

E.11. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.

E.12. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

E.13. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

E.14. When the context requires, singular nouns and pronouns include the plural.

E.15. The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

E.16. Grantor warrants to Lender and agrees that the proceeds of the Note will be used primarily for business or commercial purposes and not primarily for personal, family, or household purposes.

E.17. Grantor will furnish to Lender or other holder of the Note annually, before taxes become delinquent, copies of tax receipts showing that all taxes on the Property have been paid. Grantor will annually furnish to Lender or other holder of the Note evidence of current paid-up insurance naming Lender or other holder of the Note as an insured.

E.18. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

E.19. Grantor agrees to allow Lender or Lender's agents to enter the Property at reasonable times and inspect it and any personal property in which Lender is granted a security interest by this deed of trust.

E.20. If all or any part of the Property is sold, transferred, or conveyed without the prior written consent of Lender or other holder of the Note, Lender or other holder of the Note may, at its sole option, declare the outstanding principal balance of the Note plus accrued interest immediately due and payable. Lender or other holder of the Note has no obligation to consent to any such sale or conveyance of the Property, and Lender or other holder of the Note is entitled to condition any consent on a change in the interest rate that will thereafter apply to the Note and any other change in the terms of the Note or Deed of Trust that Lender or other holder of the Note in its sole discretion deems appropriate. A lease for a period longer than three years, a lease with an option to purchase, or a contract for deed will be deemed to be a sale, transfer, or conveyance of the Property for purposes of this provision. Any deed under threat or order of condemnation, any conveyance solely between makers, and the passage of title by reason of death of a maker or by operation of law will not be construed as a sale or conveyance of the Property. The creation of a subordinate lien without the consent of Lender or other holder of the Note will be construed as a sale or conveyance of the Property, but any subsequent sale under a subordinate lien to which Lender or other holder of the Note has consented will not be construed as a sale or conveyance of the Property.

E.21. Grantor agrees not to grant any lien or security interest in the Property or to permit any junior encumbrance to be recorded or any claim to otherwise become an encumbrance against the Property. If an involuntary encumbrance is filed against the Property, Grantor agrees, within thirty days, to either remove the involuntary encumbrance or provide a bond acceptable to Lender against the involuntary encumbrance.

E.22. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

E.23. If Grantor and Borrower are not the same person, the term *Grantor* includes Borrower.

E.24. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, and (f) notice of protest.

E.25. Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

E.26. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.

E.27. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.

E.28. The term Lender includes any mortgage servicer for Lender.

E.29. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.

E.30. Grantor releases and discharges Lender from any and all claims and causes of action (including without limitation, claims of fraud, duress, mistake, tortious interference, usury, violation of the Texas Deceptive Trade Practices Act or control), whether known or unknown now existing or hereafter arising, including without limitation any usury claims, that have at any time been owned or that are hereafter owned, by Maker (other than claims for funds, if any, now on deposit with Lender) and that arise out of any one or more circumstances or events that occurred prior to the Effective Date or that date on which this Agreement is signed by Grantor, whichever is later, and arise from, are related to, or are connected with, directly or indirectly, the Loan.

E.31. Grantor covenants and agrees to deliver to Lender financial information in a form and substances approved by Beneficiary, on the date or dates signed by Beneficiary.

E.32. The Deed of Trust shall also secure all extensions, amendments, modifications, or alterations of the secured obligation including amendments, modifications or alterations that increase the amount of the secured obligation or the interest rate on the secured obligation.

E.33. **Adjustable Rate Disclosure:** The undersigned acknowledge that the note referenced above and secured by this Deed of Trust provides for an adjustable rate of interest based upon a defined index and adjustment dates. Further, the undersigned know that the initial rate is 5.75% and that the maximum interest rate which may be charged is the maximum interest rate allowable by law. The undersigned specifically acknowledge that they fully understand all of the terms and conditions of the adjustable rate note.

E.34. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in part payment of the purchase price of the Property; the debt is secured by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. The vendor's lien is transferred to Lender by the deed. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

ROCKPORT RETREAT HOUSE, LLC, a Texas limited liability company

DARLEENA A. CAREY, Member/Manager

STATE OF TEXAS)

COUNTY OF _____)

Before me, _____, on this day personally appeared DARLEENA A. CAREY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that DARLEENA A. CAREY executed the same as the act of ROCKPORT RETREAT HOUSE, LLC, a Texas limited liability company, as its Member/Manager, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2019.

Notary Public, State of Texas



SEW BY THE BAY

www.sewbythebay.net

QUILT SHOP

2922 FM 1781
Rockport Tx 78382
(361) 729-7873

Visit us in Rockport and Online

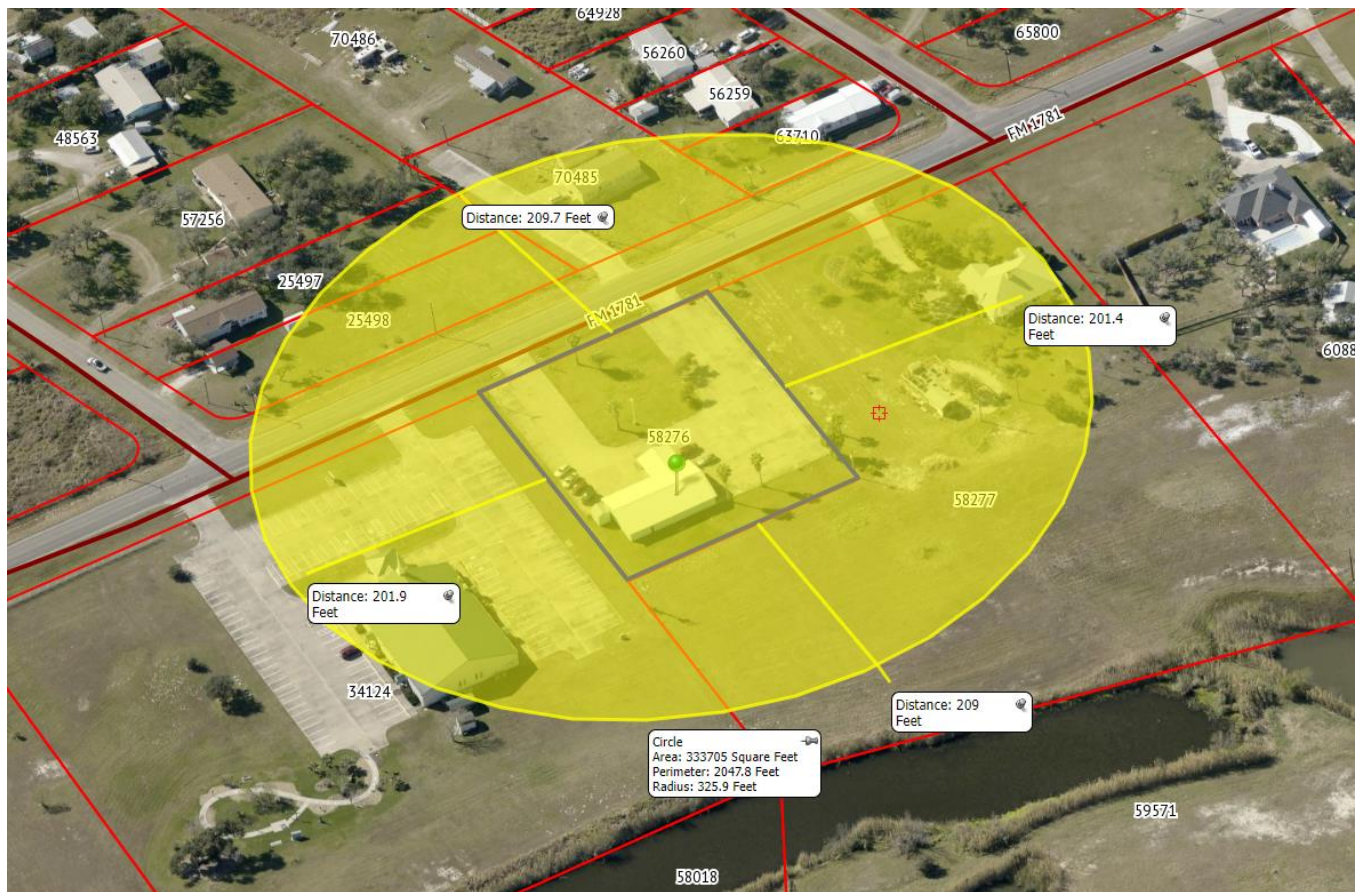






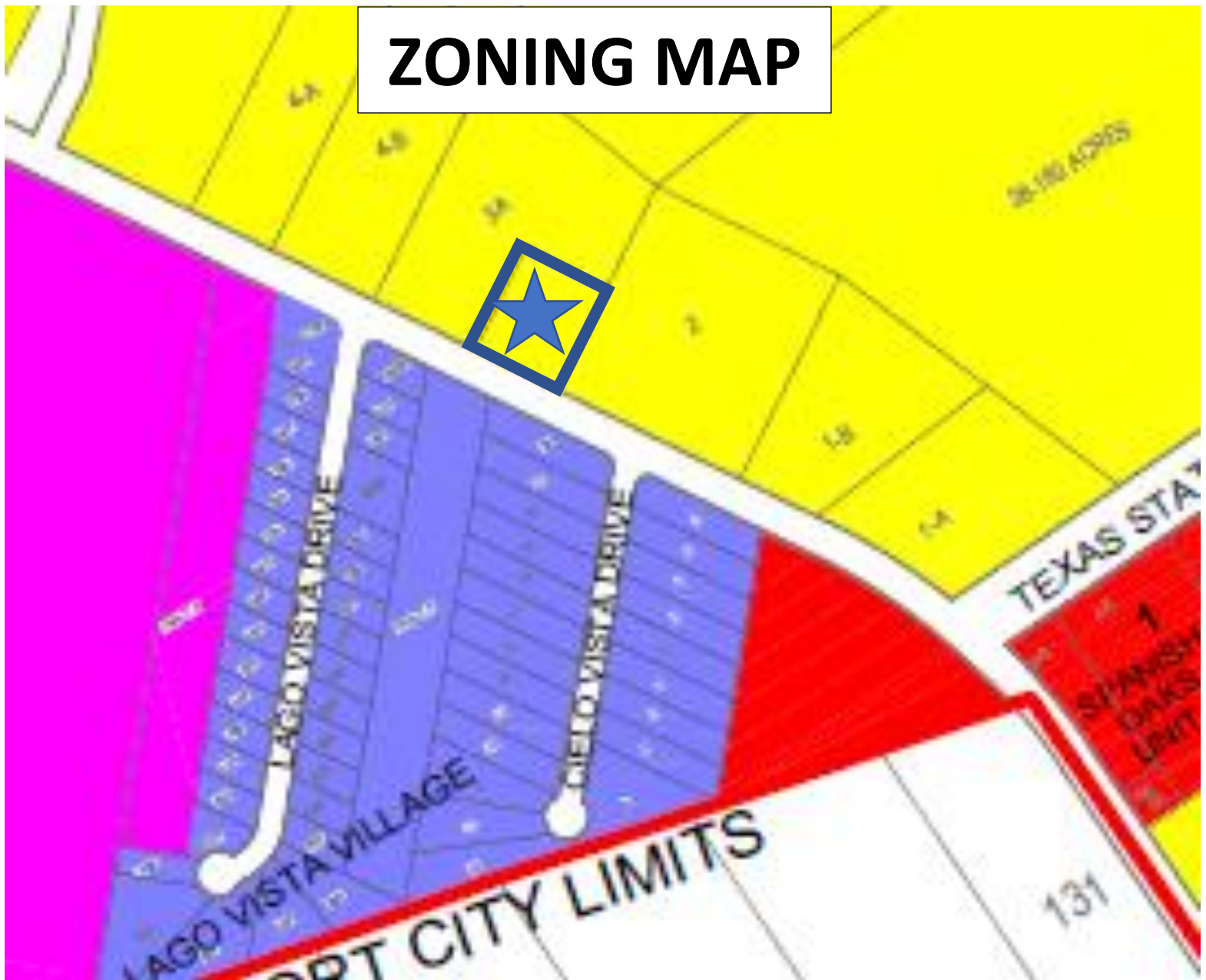




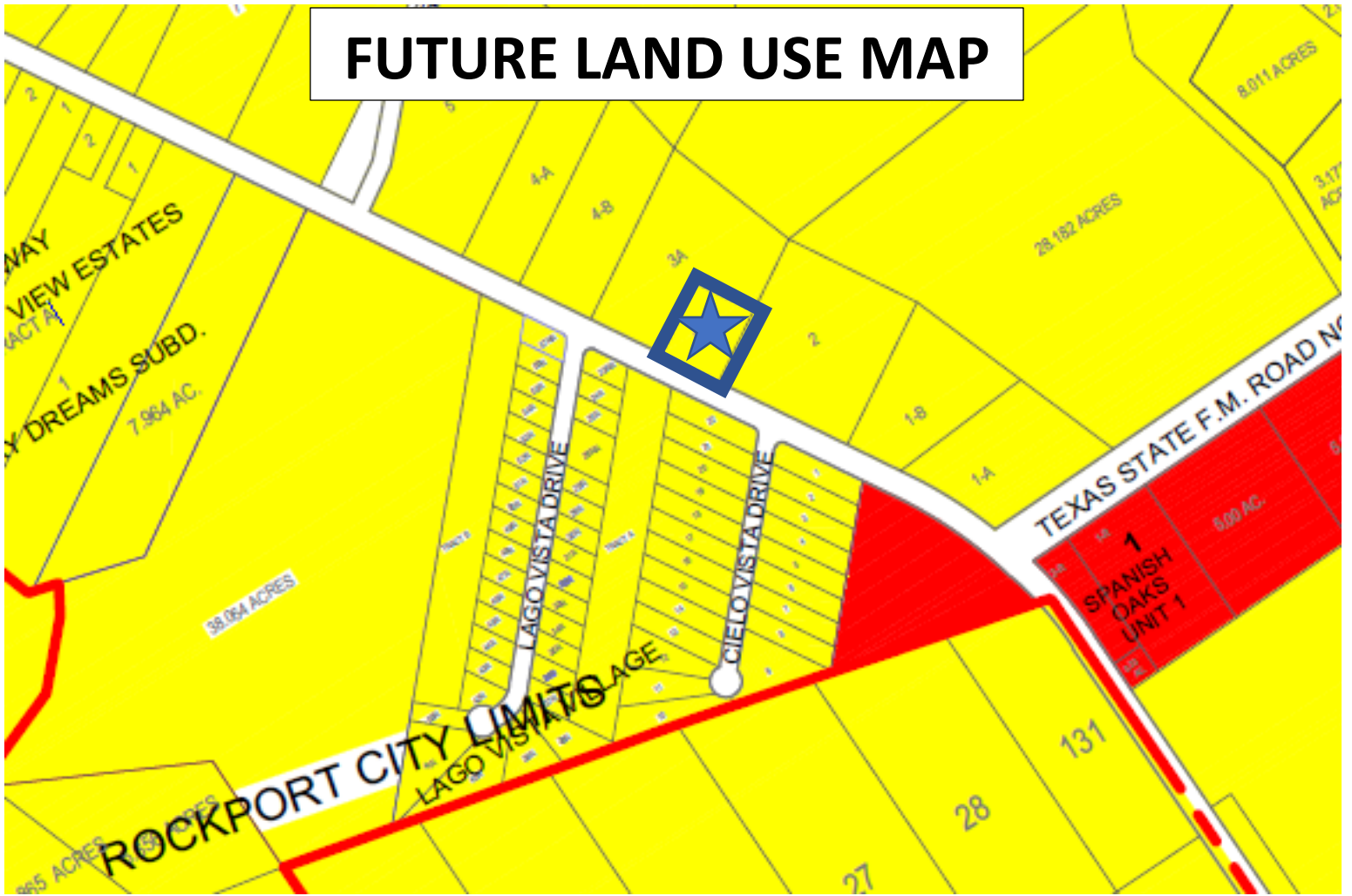


[illegible]

ZONING MAP



FUTURE LAND USE MAP



National Flood Hazard Layer FIRMeTte



97°4'41"W 28°4'25"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE)
		With BFE or Depth Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
		Future Conditions 1% Annual Chance Flood Hazard Zone X
OTHER AREAS		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
		Area with Flood Risk due to Levee Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
MAP PANELS		Base Flood Elevation Line (BFE)
		Limit of Study
		Jurisdiction Boundary
		Coastal Transect Baseline
		Profile Baseline
		Hydrographic Feature
		Digital Data Available
		No Digital Data Available
		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/31/2022 at 12:43 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



Citizen Participation Form Boards and Commissions

Citizens are encouraged to watch Boards and Commission meetings online rather than in person due to concerns related to the spread of COVID-19. Citizens wishing to address the Boards and Commissions may submit comments on any topic or agenda item electronically by utilizing this Citizen Participation Form. All form must be received by 4:00 p.m. on the date of the meeting and will be summarized for the record.

Date of meeting:

First Name:

Last Name:

Address:

City:

State:

Zip:

If you wish to be contacted please provide the following:

Phone Number:

Email Address:

Company/Organization represented, if any:

Residence:

☒ Inside City Limits

Speaker Status:

☐ Speaker

Type of Participation:

☐ Citizens to be heard

Representing

Applicant?

☐ Outside City Limits

☒ Non-Speaker

☒ Specific Agenda Item

☐ Yes ☐ No

Topic for Citizens to be heard:

Agenda Item to be addressed:

If Applicable

☒ In Support

(If not speaking under Citizens to be heard.)

☐ In Opposition

Statement to be read into record:

At this time, Spanish Woods Homeowners associations restrictions, covenants, and land owner's agreement specifically states that the properties in Unit 5 exclusively be used for single family residential purposes. No commercial, trade, business, or professional activity of any nature shall be carried upon any lot or any part thereof. Originally filed 12/30/1982. However, these were amended on 9/4/1998 for lot 3 to house a church and associated buildings to only be used for church activities.

The board recommends that for full rezoning to anything other than R1, adhering to the HOA restrictions is a must. A new amendment should be filed with the county clerk and only after, the city could rezone to B1.

However, the board understands that this is a different situation with a non typical dwelling. The board recommends a Conditional Use Permit for the building to house the quilting business and when said business expires, property resorts back to R-1.

(Statements are limited to 2,000 Characters.)

☐ Receive an email copy of this form.

Email Address:

This field is not part of the form submission.



REC 7/15/2022

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, July 26, 2022, 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 to allow for a Quilt Shop, located at 2922 FM 1781; also known as Spanish Woods Estates #5, Lot 3b, being 1.148 acres, City of Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of July 26, 2022 and posted on the City's website www.cityofrockport.com.

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 before the meeting begins. 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 Public Hearing. For further information on this request, please contact the Building Department at (361) 790-1125.

CITY OF ROCKPORT, TEXAS

/s/ Teresa Valdez, City Secretary

TO BE ON RECORD, THIS FORM MUST BE FILLED OUT, SIGNED BY THE CURRENT PROPERTY OWNER(S) AND MAILED IN ITS ENTIRETY TO THE BUILDING & DEVELOPMENT SERVICES DEPARTMENT, 2751 STATE HIGHWAY 35 BYPASS, ROCKPORT, TX 78382. ANY INFORMATION PROVIDED BELOW BECOMES PUBLIC RECORD.

NOTE: In accordance with the Open Meetings Act and Public Information Act, no discussion shall be held by a member or members of this Commission, either at home or office, or in person, by telephone call or by letter.

Printed Name: William D. + Vicki L. Porter

Address: 2942 LOOP 1781 Rkpt 78382

City/State: Rockport TX

PO BOX 1936 Rkpt 78381

361-230-9165 - Vicki

Phone: 361-230-2117 William

☒ IN FAVOR () IN OPPOSITION

REASON:

William D. Porter Vicki Porter
Signature

See map on reverse side.

The lights need to be aimed at the building not at our house. Why did it take 2 1/2 years to resolve this violation of the zoning use? What is the fine for violating this ordinance?

Planning & Zoning AGENDA

Regular Meeting: August 1, 2022

AGENDA ITEM: 4

Deliberate and act on a request for a Conditional Use Permit to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 McCombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

SUBMITTED BY: Carey Dietrich / Asst Director Building & Development/Community Planner

BACKGROUND: Property owner Jamie McAlister states the property was not in the City Limits when purchased with the intent of installing the manufactured home to be used as his residence and did not realize they had been annexed into the City Limits.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to six (6) property owners within a 200-foot radius of the property. (1) letter For and one (1) Against the request have been received at this time.

Please see the accompanying zoning change request application and Section 118-23 of Code of Ordinances for detail information.

RECOMMENDATION: Staff recommends approval of a Conditional Use Permit to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 McCombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District) with the stipulation use of the RV's on the property cease and desist and all of the RV's be removed from the property prior to final approval of the CUP.



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, July 26, 2022, 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 to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 McCombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of July 26, 2022, and posted on the City's website www.cityofrockport.com.

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 before the meeting begins. 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 6th day of July 2022 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, July 9, 2022, Edition, in accordance with the City of Rockport Code of Ordinances.

CITY OF ROCKPORT, TEXAS


Teresa Valdez, City Secretary

STAFF REPORT

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



PROPERTY ADDRESS/LOCATION
826 Holly Rd

APPLICANT/PROPERTY OWNER
Jamie McAlister, Owner

PUBLIC HEARING DATE
Tuesday, July 26, 2022

P&Z DATE
Monday, August 1, 2022

CITY COUNCIL DATE(S)
1st Reading - Tuesday, August 9, 2022
2nd Reading – Tuesday, August 23, 2022

BRIEF SUMMARY OF REQUEST

Property owner Jamie McAlister states the property was not in the City Limits when purchased with the intent of installing the manufactured home to be used as his residence and did not realize they had been annexed into the City Limits.

A public notice regarding this item was published in The Rockport Pilot in the Saturday, July 9, 2022, edition and mailed out to six (6) property owners within a 200-foot radius of the property. One (1) letter for and one (1) Against the request have been 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)	Residential – Existing small cottage, RV's (to be removed) and the manufactured home	N – R-1 (1 st Single Family Dwelling District) vacant land S - R-1 (1 st Single Family Dwelling District) vacant land and residential dwellings E – R-1 (1 st Single Family Dwelling District) W/Commercial Use - storage units W – Not in City Limits	To utilize the manufactured home as a residential dwelling	2.0 acres

STAFF RECOMMENDATION

APPROVE

APPROVE WITH CONDITIONS

DENY

COMPATIBILITY with the ZONING ORDINANCE There can be no future development without modification of the CUP. The Current Future Land Use Map suggests Residential Use	PROPERTY HISTORY The property is not in a Special Flood Hazard Area. Open Code Enforcement Case regarding an accumulation of RV Units
---	--

ATTACHMENTS
(CIRCLE)

SUBMITTED PLANS

PUBLIC HEARING PETITION/
APPLICATION FORM

LEGAL NOTICE

LEGAL DESCRIPTION

PUBLIC COMMENTS

AGENCY COMMENTS

RESPONSE TO STANDARDS

OTHER (DESCRIBE)



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 826 HOLLY Dr.
Rockport, TX 78382
- C. CURRENT ZONING OF PROPERTY: R1
- D. PRESENT USE OF PROPERTY: Residential
- E. ZONING DISTRICT REQUESTED: _____
- F. CONDITIONAL USE REQUESTED: ✓
- G. LEGAL DESCRIPTION: (Fill in the one that applies)
- Lot or Tract _____ Block _____
 - Tract _____ of the _____
Survey as per metes and bounds (field notes attached)
 - 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) _____
- I. TOTAL ACREAGE OR SQ. FT. OF SITE(S): 2.069
- J. REASON FOR REQUEST AND DESCRIPTION OF DEVELOPMENT:
(Please be specific)

We originally purchased this property pre-Harvey in
07/2016 which at the time was still in the County with
plans to move the manufactured home from Davis loop
to its current location. We did not realize at the time
we moved the manufactured home to this site that
it wasn't zoned for manufactured homes.

K. OWNER'S NAME: (Please print) Janie McAlister
ADDRESS: 7 Davis Loop
CITY, STATE, ZIP CODE: Rockport, TX 78382
PHONE NO (361) 205-7041

L. REPRESENTATIVE: (If Other Than Owner) _____
ADDRESS: _____
CITY, STATE, ZIP CODE: _____
PHONE NO _____

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: J. McAlister
(Owner or Representative)

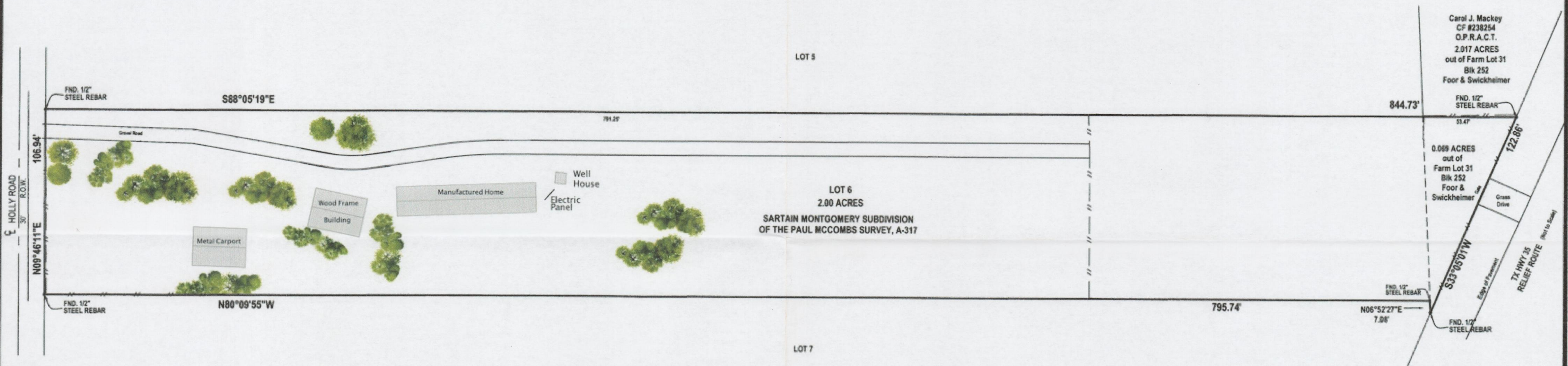
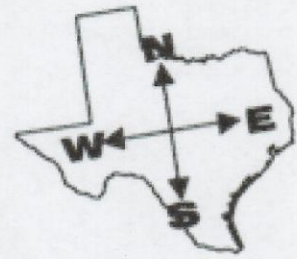
(FOR CITY USE)

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

Submitted Information (accepted) (rejected) by: _____

If rejected, reasons why: _____

Receipt No. _____



PLAT BEARING USED FOR DIRECTIONAL CONTROL UNLESS OTHERWISE SHOWN

COPYRIGHT NOTICE
ANY COPY OF THIS DRAWING MUST BEAR THE SURVEYOR'S ORIGINAL SEAL AND SIGNATURE IN RED INK OR THE DRAWING IS AN UNAUTHORIZED REPRODUCTION WHICH MAY BE ALTERED OR CHANGED WITHOUT THE SURVEYOR'S KNOWLEDGE OR CONSENT. THIS ORIGINAL WORK IS PROTECTED UNDER COPYRIGHT LAWS, TITLE 17, UNITED STATES CODE SECTIONS 101 & 102. ALL VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW.

5/8" STEEL REBARS FOUND OR SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE SHOWN. ALL SET REBARS ARE CAPPED WITH GRIFFITH AND BRUNDRETT.

THIS IS TO CERTIFY THAT I HAVE CONSULTED THE FEDERAL FLOOD HAZARD MAP DATED 2.17.16 AND FOUND THAT THE PROPERTY DESCRIBED HEREIN IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA. ZONE "X", BASE ELEVATION NA, PANEL NO. 02406, COMMUNITY NO. 485452. THIS INFORMATION IS BASED ON SCALING THE LOCATION OF THIS SURVEY ON THE FEMA MAP AND IS INTENDED TO BE USED TO DETERMINE INSURANCE RATES ONLY, AND NOT TO IDENTIFY SPECIFIC FLOODING CONDITIONS.

SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENTS OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS OR OWNERSHIP OF TITLE EVIDENCE. SURVEYOR DOES NOT REVIEW EXCEPTIONS IN SCHEDULE "B" OF THE TITLE COMMITMENT TO DETERMINE WHETHER THEY DO OR DO NOT AFFECT SUBJECT PROPERTY.

Griffith & Brundrett
Surveying & Engineering, Inc.

411 S. Pearl St., P.O. Box 2322
Rockport, Texas 78181
361-723-6429
361-724-7911
jbrundrett@gsurveyor.com
www.gbsurveyor.com

DATE: June 3, 2022
SCALE: 1" = 40'
FILE NAME: 220603d1

Prepared For:
Jamie McAllister

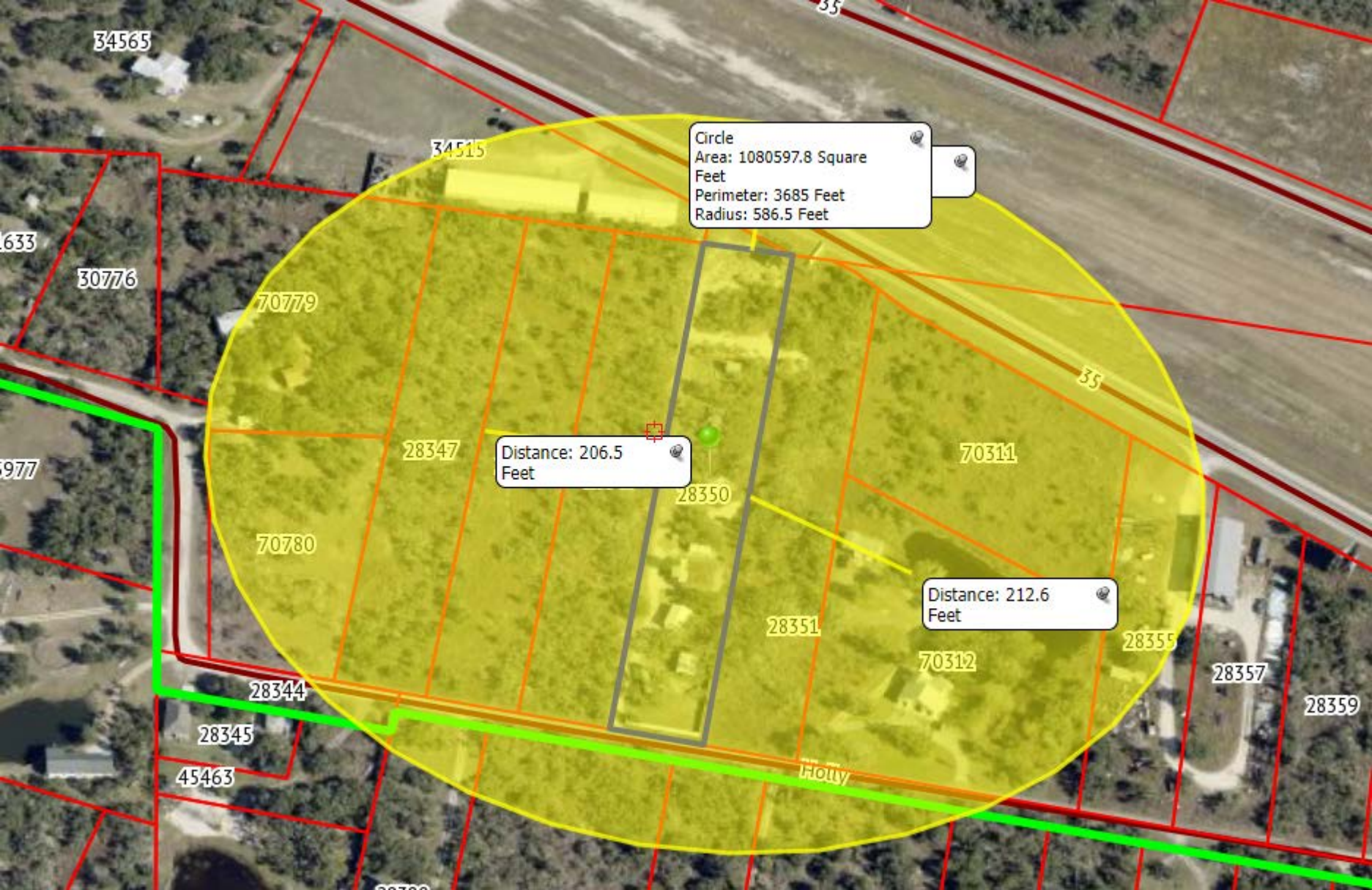
SURVEY LOT NO. 6, SARTAIN MONTGOMERY SUBDIVISION OUT OF PAUL MCCOMBS SURVEY, A-31
VOLUME 1, PAGE 34, PLAT RECORDS ARANSAS COUNTY, TEXAS
ALONG WITH 0.069 ACRES OUT OF FARM LOT NO. 31, LAND BLOCK NO. 251, FOOR AND SWICKHEIMERE
VOLUME 1, PAGE 28, PLAT RECORDS ARANSAS COUNTY, TEXAS
FOR A TOTAL OF 2.069 ACRES.

SCALE 1" = 40' JUNE 3, 2022

J. L. BRUNDRETT, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT CORRECTLY SHOWS A SURVEY ON THE GROUND OF THE FOREGOING PROPERTY AND THAT THERE ARE NO VISIBLE EASEMENTS, ENCROACHMENTS OR PROTRUSIONS (EXCEPT AS SHOWN HEREON).

J. L. BRUNDRETT, JR., P.L.S. REG. NO. 2133
EXPIRATION DATE: 10/01/2025, TYPE FIRM NO. R-414





34565

34515

Circle
Area: 1080597.8 Square
Feet
Perimeter: 3685 Feet
Radius: 586.5 Feet

633

30776

70779

977

28347

Distance: 206.5
Feet

28350

70311

70780

28351

Distance: 212.6
Feet

70312

28355

28344

28345

45463

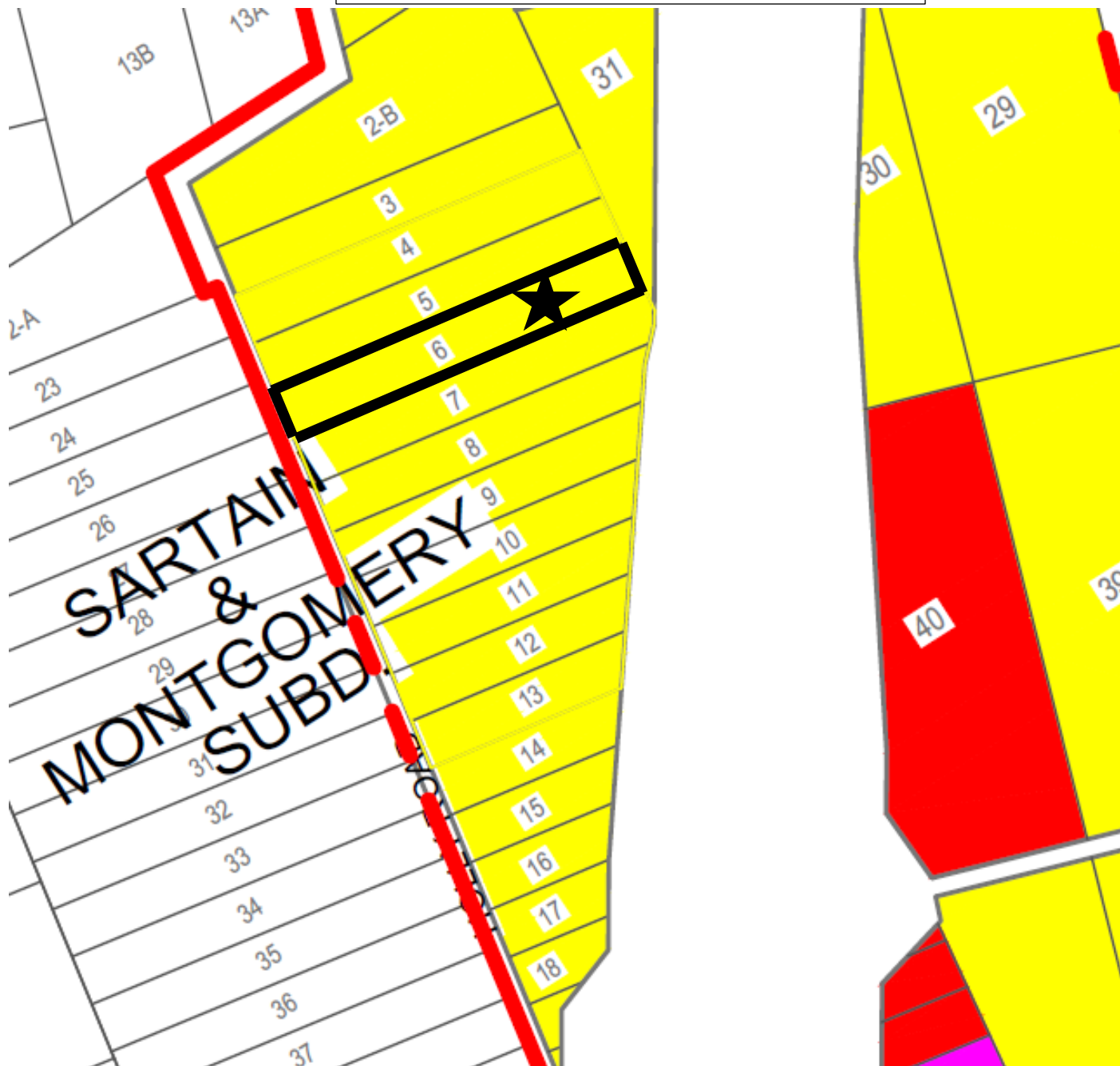
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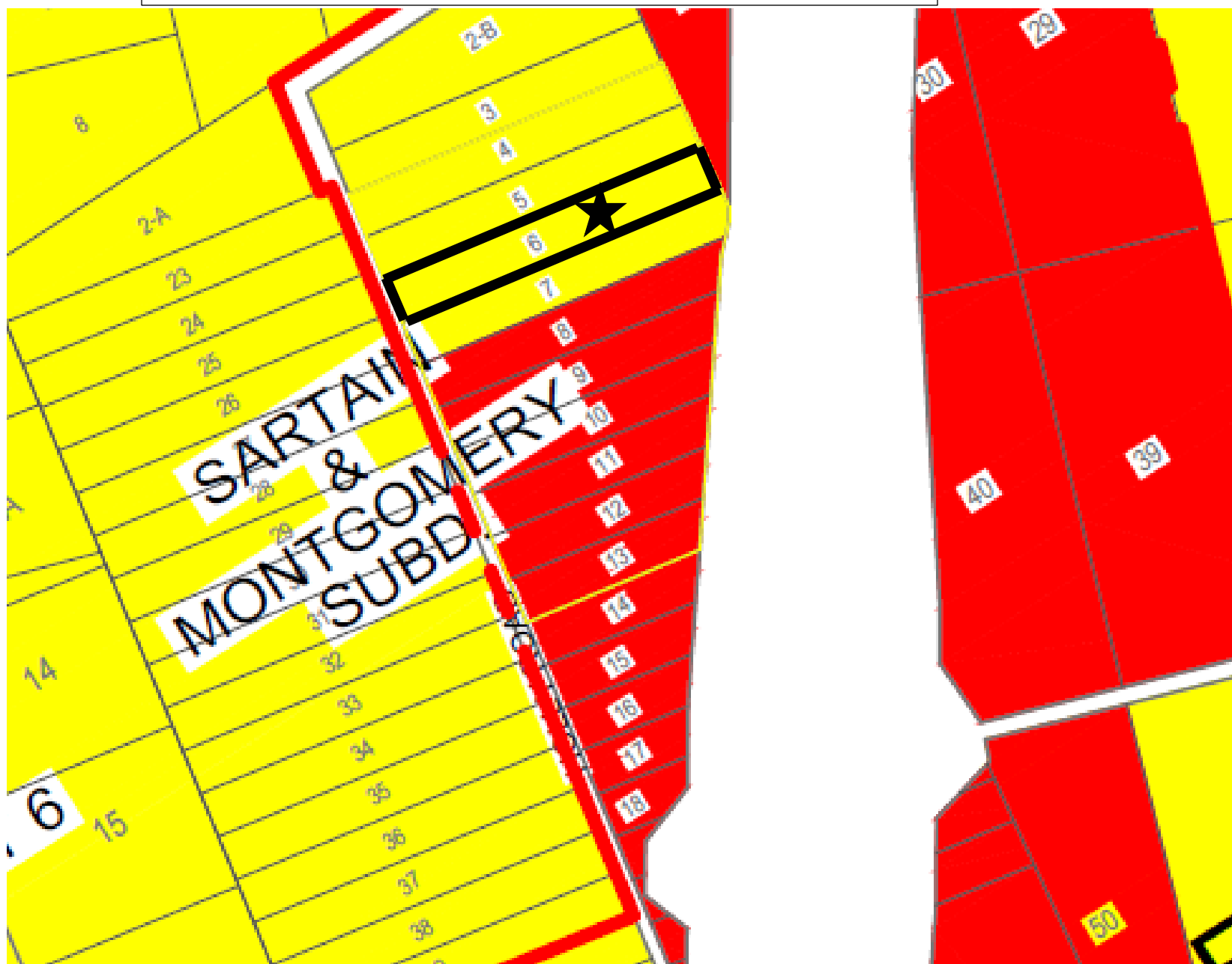
Holly

<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>
28350	Joshua & Jamie Mcalister	826 Holly Rd	154 Bateman Rd	Red Rock	Tx	78662
28347	DW & B Grant Properties LTD	808 Holly Rd	155 County Rd 330	George West	Tx	78022
28349	Strother Montie B & Rosa B Bullard	820 Holley Rd	603 Bent Creek Ln	Sherman	Tx	75090
28351	Robert Haug	832 Holly Rd	29 San Giovanni Ct	Austin	Tx	78738
70312	Larry D & Christine L Robinson	838 Holly Rd	838 Holly Rd	Rockport	Tx	78382
28352	State of Texas	IS S H 35 Bypass	1700 N Congress Ave	Austin	Tx	78701
34515	Carol J Mackey	1631 S H 35 Bypass	PO Box 624	Rockport	Tx	78381

ZONING MAP EXHIBIT



FUTURE LAND USE MAP EXHIBIT





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, July 26, 2022, 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 to allow the use of a manufactured home that the owner placed on the property, not realizing it is in the City limits, located at 826 Holly Road; also known as S3925 Mccombs Subdivision, Lot 6, 2.000 acres, Rockport, Aransas County, Texas; currently zoned R-1 (1st Single Family Dwelling District).

Members of the public can view the meeting remotely via live stream at the address that will be provided on the City Council Agenda of July 26, 2022, and posted on the City's website www.cityofrockport.com.

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 before the meeting begins. 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 Public Hearing. For further information on this request, please contact the Building Department at (361) 790-1125.

CITY OF ROCKPORT, TEXAS

/s/ Teresa Valdez, City Secretary

TO BE ON RECORD, THIS FORM MUST BE FILLED OUT, SIGNED BY THE CURRENT PROPERTY OWNER(S) AND MAILED IN ITS ENTIRETY TO THE BUILDING & DEVELOPMENT SERVICES DEPARTMENT, 2751 STATE HIGHWAY 35 BYPASS, ROCKPORT, TX 78382. ANY INFORMATION PROVIDED BELOW BECOMES PUBLIC RECORD.

NOTE: In accordance with the Open Meetings Act and Public Information Act, no discussion shall be held by a member or members of this Commission, either at home or office, or in person, by telephone call or by letter.

Printed Name: ALLISON MORRIS, Monte Stedher, ROSA BULLARD
Address: 603 BENTCREEK LN City/State: SHERMAN TX

☒ IN FAVOR () IN OPPOSITION

Phone: 214-455-2721

REASON:

This is the lot next
to ours. we own
LOT 5.

ALLISON MORRIS
Signature

See map on reverse side.



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Printed Name: Larry D. and Christine L. Robinson
Address: 838 Holly Rd City/State: Rockport, Tx

() IN FAVOR ☒ IN OPPOSITION

Phone: 361-549-4389

REASON:

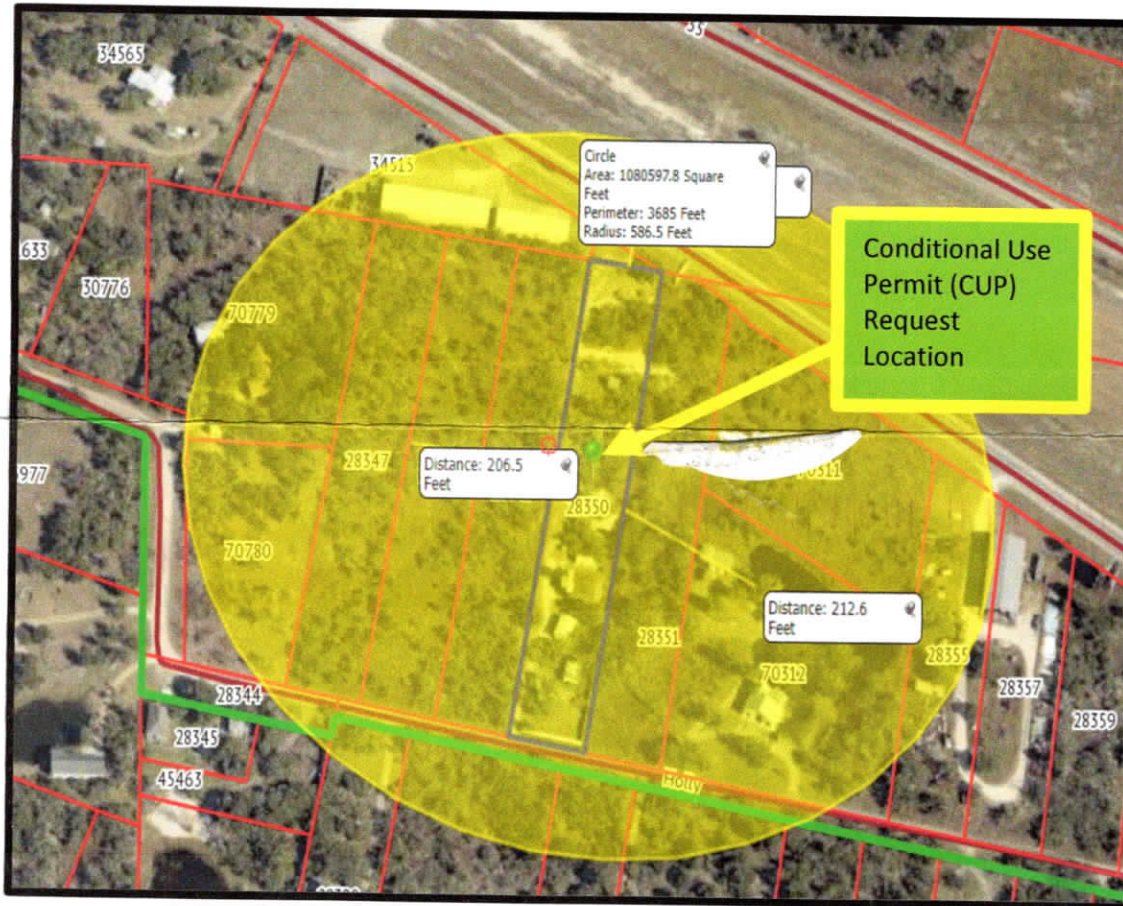
It will
Lower property values


Signature

See map on reverse side.

Location Map of Proposed Change of Zoning Request

(Subject property indicated by a blue border. Notice area indicated in yellow.)



FAQ

Why am I receiving this notice?

Texas law requires that property owners within 200 feet of a zoning request be notified of the possible change to the property.

What do I do now?

It is your right to either object or support the proposed request. If you wish to do so, simply fill out this letter and return it to the City of Rockport by mail:

ATTN:

**Building Department
City of Rockport
2751 SH 35 Bypass
Rockport, TX 78382**

If you have any questions regarding this notice, please contact Carey Dietrich, Community Planner, at 361-790-1125, ext. 226.



City of Rockport
Building & Development Department
2751 S.H. 35 Bypass
Rockport, TX 78382



Larry D & Christine L Robinson
838 Holly Rd
Rockport, Tx 78382

SITUS ADDRESS: 838 Holly Rd

7838236323





