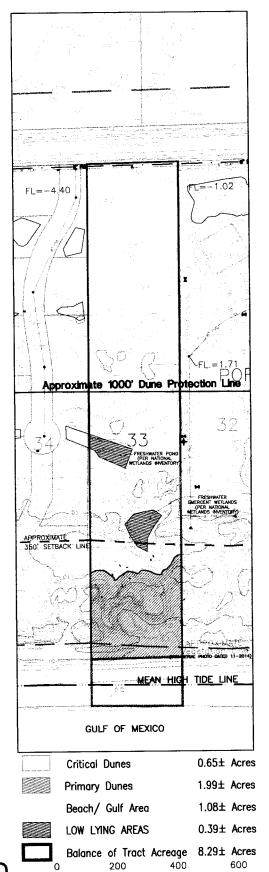
Terramar Tract 33, Mustang Island Section 2 Preliminary Site Study by Urban Engineering 3/28/2016

**Engineer Notes:** 

Rough preliminary delineations of unbuildable features, or features that will require mitigation are noted on attached documents. We have never done a survey or wetland/dune study of this property on the ground, so all delineations are approximate. I would expect that an on-the-ground study by the Corps of Engineers or any entity that engages in wetland delineation would turn up some areas in the front that might have to be mitigated or otherwise dealt with. The wetlands I shown are those indicated by the National Wetland Inventory.

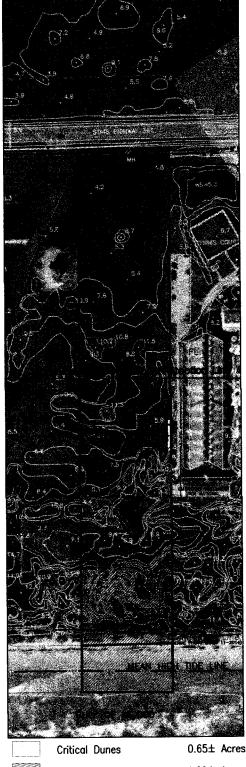
Lines such as Vegetation and the related 350 foot setback are subject to change over time. Erosion, dune restoration by the county, etc., will cause the lines to fluctuate. The Mean High Tide line was plotted from Nueces County information, and the 1000 foot line is based off of that line.





NOTE: 1000' DUNE LINE SHOWN HEREON IS LOCATED FROM HISTORICAL DOCUMENTATION OF MEAN HIGH WATER AT SHORELINE.

Tract 33
Mustang Island Section 2
JOB NO. 43073.00.00
PRELIMINARY SITE STUDY
MARCH 28, 2016



Primary Dunes

1.99± Acres

Beach/ Gulf Area

1.08± Acres



LOW LYING AREAS

200

0.39± Acres

8.29± Acres Balance of Tract Acreage 600

400

NOTE: 1000' DUNE LINE SHOWN HEREON IS LOCATED FROM HISTORICAL DOCUMENTATION OF MEAN HIGH WATER AT SHORELINE.

Tract 33 Mustang Island Section 2 JOB NO. 43073.00.00 PRELIMINARY SITE STUDY MARCH 28, 2016

**ENGINEERING** 

Freshwater Pond reshwater Pond Freshwater Pond Freshwater Pond Freshwater Pond Freshwater Pond Freshwater Pond Freshwater Emergent Wetland

Nueces CAD

### Property Search Results > 271267 CASERTA DIANE for Year 2015

#### **Property**

**Account** Property ID:

271267

Real

Legal Description: MUSTANG ISLAND SEC 2 LT 33 BLK 1 12.35 ACS

Geographic ID:

5491-0002-3300

Agent Code:

A0074086

Type:

Property Use Code: Property Use Description:

Location

Address:

STATE HWY 361 (OLD PK RD 53),, TX

Mapsco:

Neighborhood:

0010.0020.0030.0040 - Map ID:

R-15

Neighborhood CD:

0010.0020.

Owner

Name:

CASERTA DIANE

Owner ID:

502274

Mailing Address:

1009 REDDING RD FAIRFIELD, CT 06430

% Ownership:

100.0000000000%

Exemptions:

#### **Values**

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$753,152	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
(=) Market Value:	=	\$753,152	
(-) Ag or Timber Use Value Reduction:	_	\$0	
(=) Appraised Value:	=	\$753,152	
(–) HS Cap:	-	\$0	
(-) Assessed Value:	=	 \$753,152	
(=) Assessed Value:	_	Ψ100,102	

#### **Taxing Jurisdiction**

Owner:

CASERTA DIANE

% Ownership: 100.0000000000%

Total Value: \$753,152

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
C03	CITY OF CORPUS CHRISTI	0.606264	\$753,152	\$753,152	\$4,566.09
CAD	APPRAISAL DISTRICT	0.000000	\$753,152	\$753,152	\$0.00
GNU	NUECES COUNTY	0.312928	\$753,152	\$753,152	\$2,356.83
	HOSPITAL DISTRICT	0.129746	\$753,152	\$753,152	\$977.18
JRC	DEL MAR JR COLLEGE	0.248073	\$753,152	\$753,152	\$1,868.36
RFM	FARM TO MKT ROAD	0.003967	\$753,152	\$753,152	\$29.88
177	PORT ARANSAS ISD	1.118050	\$753,152	\$753,152	\$8,420.62
SM	NC WATER DIST #4	0.000000		\$753,152	\$0.00
ww	Total Tax Rate:	2.419028	,		

Taxes w/Current Exemptions: Taxes w/o Exemptions:

\$18,218.96 \$18,218.96

#### Improvement / Building

No improvements exist for this property.

#### Land

Description	Acres	Sqft		Eff Depth	Market Value P	rod. Value
	12.3500	537966.00	299.95	1795.01	\$753,152	\$0

#### **Roll Value History**

Year	Improvements		Land Market	Ag Valuation		Appraised	HS Cap	Assessed
2016	in an in Tarinin and a second second	N/A	N/A		N/A	N/A	N/A	N/A
2015		\$0	\$753,152		0	753,152	\$0	\$753,152
2014		\$0	\$753,077		0	753,077	\$0	\$753,077
2013		\$0	\$627,665		0	627,665	\$0	\$627,665
2012		\$0	\$627,665		0	627,665	\$0	\$627,665
2011		\$0	\$1,150,536		Ó	1,150,536	\$0	\$1,150,536
2010		\$0	\$1,699,605		0	1,699,605	\$0	\$1,699,605
2009		\$0	\$1,699,605		0	1,699,605	\$0	\$1,699,605
2008		\$0	\$3,767,183		0	3,767,183	\$0	\$3,767,183
2007		\$0	\$3,767,183		0	3,767,183	\$0	\$3,767,183
2006		\$0	\$1,210,880		0	1,210,880	\$0	\$1,210,880
2005		\$0	\$494,000		0	494,000	\$0	\$494,000
2004		\$0	\$370,500		0	370,500	\$0	\$370,500
2003		\$0		· L	0	370,500	\$0	\$370,500
2002		\$0		i	0	242,176	\$0	\$242,176
2001		\$0	\$242,176		0	242,176	\$0	\$242,176
2000		\$0	** _	)	0	0	\$0	\$0

#### **Deed History - (Last 3 Deed Transactions)**

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
	5/13/2004 12:00:00 AM			CASERTA JAMES A	CASERTA DIANE			2004022866/QCD
•			W/D & V/LN	MUSTANG DUNES I	CASERTA JAMES A	19980341-	20/WDV	19980341-/20/WDV
_	10/1/1990 12:00:00 AM		CONVERSION	MUSTANG DUNES I	MUSTANG DUNES I			

#### Questions Please Call (361) 881-9978

Website version: 1.2.2.2

Database last updated on: 4/5/2016 1:35 AM

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# WHITTEN Real Estate Your Experts Since 1978

City of CC Development sics. 361-826-3240 www.cctexas.com/files/933/ unified code development.pdf Chapter 4 - general uses Chapter 5- Specific uses design standards Zoned R-M A/T per CC 20ning

136 S. Cut Off Rd., Port Aransas, Texas 78373 361-749-0001 800-460-4557 fax 361-749-4352 www.whittenrealestate.com

### Mustang Island, Section 2, Tract 33

Price:

\$4,500,000

Size:

12.35 acres, 300 ft. fronting highway and beach, 1,790 ft. deep

Location:

Adjacent to and immediately south of Port Royal Condominiums, midisland, approximately six (6) miles south of downtown Port Aransas on

State Hwy. 361

Zoning:

AT – See attached letter from City of Corpus Christi



January 27, 2005

Zoning Verification

#### The "A-T" District permits the following uses:

- Any use permitted in the "R-1A" One-family Dwelling District which is primarily single-family residential.
- Two-family dwellings other than manufactured homes.
- Multiple-family dwellings (including high-rise).
- Hotels and apartment hotels.
- Motels, motor courts, motor hotels or motor lodges.
- Restaurants with or without alcoholic beverages.
- Assisted living facility.
- Bed and breakfast (B&B) inn

#### The "A-T" District requires the following:

- Maximum density is 8.72 units per acre for single family and 43.56 units per acre for multi-family.
- Twenty (20) foot minimum front yard depth
- Five (5) foot side and rear setback for single family dwellings; and ten (10) foot side and rear setback for 2 family with an additional five (5) feet for each additional story, not to exceed a total of thirty (30) feet.
- Floor area factor of 1.0
- Minimum lot area of 5,000 square feet
- Fifty (50) foot minimum lot width.

Please contact Romeo Bazan of the Building Division at (361) 826-3240 regarding building permits and certificate of occupancy. Visit our website at www.cctexas.com for additional information pertaining to the "A-T" District or other development concerns through the Development Services Department.

If you need any further assistance, please do not hesitate to contact our office at (361) 826-3560.

Sincerely,

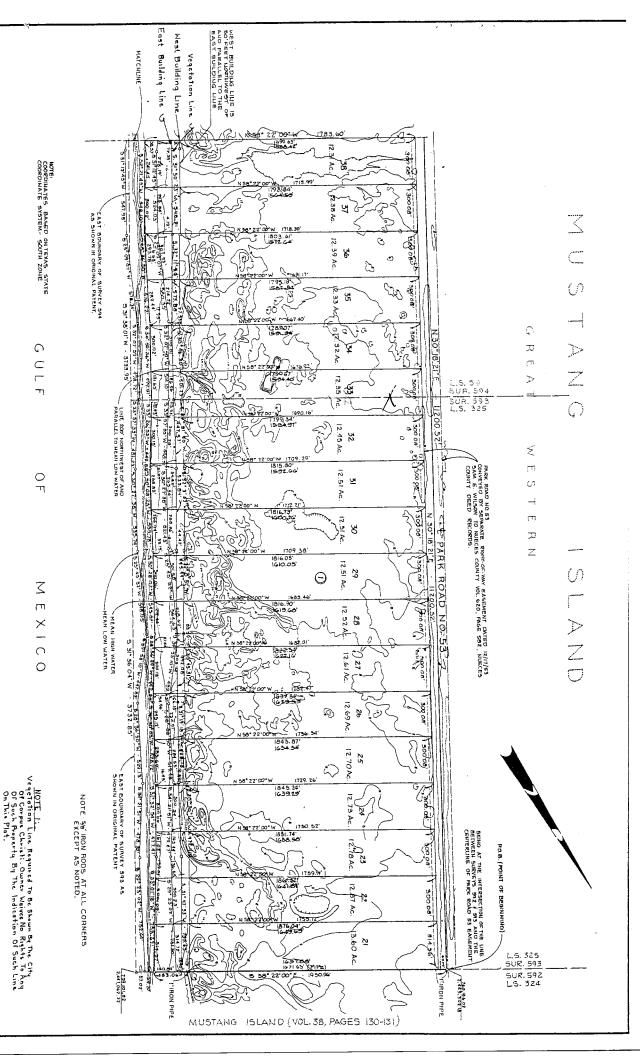
Robert E. Payne, AICP

Senior City Planner

341 826 3240

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# MUSTANG ISLAND SECTION 2 Recorded Vol. 38 Pg. 183

NOTE 2:
See the Protective Covenants relating to this subdivision for information concerning the East and West Building Lines.

GRAPHIC SCALE IN FEET

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THE STATE OF TEXAS

COUNTY OF NUECES

PROTECTIVE COVERAGIS

GREAT WESTERN CORPORATION, a Texas corporation, hereinafter called "Owner", is the owner of the fellowing described property situated on Mustang Island, Nucces County, Texas, to-wit:

> Hustang Island, Section 2, a subdivision of Rucces County, Texas, containing 4/3.480 acres of land, more or less, as shown by map or plat thereof recorded in Volume 36, page 183 Map Records of Rucces County, Iexas, hereinafter referred to as the "Development" or "Subdivision";

Owner proposes to subdivide said Subdivision into tracts and parcels of land, hereinafter referred to as "tracts". For the purpose of creating and carrying out a uniform plan for the improvement of such Subdivision in harmony with the unique environmental and ecological setting of the Pastang Island area, Owner hereby imposes the following restrictions, conditions and use limitations upon all and each partion of such Subdivision, to-wit:

#### I. SCOPE OF RESTRICTIONS

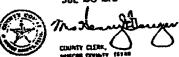
The restrictions, conditions and use limitations imposed upon the above described property shall constitute covenants running with the land, shall be binding upon and inure to the benefit of Owner, its successors and assigns, and upon all persons acquiring property in said Subdivisior, whether by purchase, descent, devise, gift or otherwise, and each person, by the acceptance of title to any tract out of such Subdivision, shall agree and covenant to abide by and perform the terms, conditions, restrictions and covenants as set forth herein. Such restrictions, conditions and use limitations shall be made a part of each contract and/or deed executed by, or on behalf of Owner, conveying any portion of such Subdivision by reference to the place of record of this instrument and by acceptance thereof, the grantee, and all persons claiming under him, shall be subject to and bound thereby, and each such contract and/o deed shall be conclusively held to have been executed, delivered and accepted subject to all the terms, conditions and restrictions set out in this instrument. In the event, however, of the failure of any contract and/or deed to any tract in said Subdivision to refer to this instrument, this instrument shall nevertheless be considered a part thereof, and any conveyance of such tract shall be construed to be subject to the terms of this instrument.

## II. PLANNING AND ARCHITECTURAL CONTROL COMMITTEE

- 1. A Planning and Architectural Control Committee, hereinafter called "the Committee", shall administer the controls imposed under the terms of this instrument. Such Committee shall consist of three (3) members; one of which shall be an officer of Owner, or its successors and assigns; one of which shall be a registered professional engineer; and one of which shall be a registered professional architect. The initial members, each of whom shall serve until his merrepor is designated as provided herein, mu:
  - Robert Marks, Vice President of Great Western Corporation, 200 Wilson Tower Corpus Christi, Texas 78401
  - b. Eugene C. Urban, Registered Professional Engineer, 3100 South Alameda Street, Corpus Christi, Texas 78404
  - c. David H. Wilson, Registered Professional Architect., 530 Wilson Building, Corpus Christi, Texas 78401

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A majority vote of the Committee shall constitute the action of the Committee. In the event of the death or resignation of any member of the Committee, the remaining member or members shull have full authority to designate and appoint a successor. No member of the Committee, or its designated representatives, shall be entitled to any compensation for services performed

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- 2. No building, structure or improvement of any nature shall be erected, placed or altered on any tract until the plans showing the location of and construction plans and specifications for any building, structure or improvement and all other data pertinent to any inquiry under the terms of this agreement, have been approved by the Committee. No sand or earthen material shall be removed from any tract, nor shall the existing topography of any tract be altered or disturbed in any manner without the prior written approval of the Committee after receipt, review and approval of the plans and specifications relating to such tract.
- 3. Such plans and specifications shall be submitted in duplicate to the Committee for its approval or disapproval. At such time as the plans and specifications meet the approval of the Committee, one complete set of such plans and specifications shall be retained by the Committee and the other complete set will be marked "Approved", and returned to the applicant. Any modifications or changes to the approved set of plans and specifications must again be submitted to the Committee for its review and approval, or disapproval.
- 4. The Committee's approval or disapproval as required in these covenants shall be in writing. If the Committee fails to approve or disapprove such plans and specifications within thirty (30) days after they have been submitted to it, then approval is presumed. The decision of the 'manittee interpreting the general intent, effect and purpose of these Protective Covenants, shall be
- 5. The Committee shall have the right and authority to waive modify, alter or change the effect of any portion of these Protective Covenants with respect to any specific tract, piece or parcel of land within the Subdivision if the Committee deems such waiver, modification, alteration or change to be beneficial to the Subdivision. If the Committee considers any such proposed waiver, modification, alteration or change to be substantial in nature or effect, the Committee shall give written notice of such proposal to each owner of a tract, piece or parcel of land within the Subdivision located within 200 feet of the property for which a waiver, modification, alteration or change is sought. Such notice shall be considered duly and properly given when posted in the U.S. mail, postage prepaid, and addressed to the person, or persons, shown as the owner of each such tract on the tax rolls of Nueces County, Texas. Each owner notified may file his written suggestions, objections or comments with the Committee within thirty (30) days from the date of the notice given by the Committee. The Committee shall consider any such written suggestions, objections or com ments in arriving at its decision, but the Committee's decision shall be based upon its own best judgment and shall be final and binding on all. Each waiver, modification, alteration or change granted by the Committee under the terms of this paragraph shall relate solely to the particular tract considered by the Committee, and shall not constitute a waiver, modification, alteration or change with respect to any other tract nor with respect to the overall plan contemplated by this instrument. Notwithstanding anything contained herein, the Committee may not waive, modify, alter or change the effect of Paragraph 13 of Article III have of without the written approval and joinder of Nucces County, acting by and through the Commissioners Court of such County or other duly authorized body.

#### 111. GUNERAL LAND USE

1. The general use of the land in the Subdivision and the placement of improvements thereon shall be controlled by the Committee as set forth in Article II, above. The Committee shall use as its general permitted use criteria the uses, or combination of uses, presently or hereafter contemplated by the Zuning Ordinance of the City of Corpus Christi, Texas, hereinafter called "Zoning Ordinance", save and except that no portion of the Subdivision shall be used

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ior (a) parking, storing or selline of mobile homes, house trailers or any movable unit sumilat to a mobile home or house trailer, or for using same as a residence, business, stornee facility or for any other upon of the natural soever; or (b) any use which is presently described under Section I-2 and I-3 of such Zoning Ordinance. The Cormittee shall use as its general design criteria such Zoning Ordinance governing such use. For example, if a particular tract of parcel of land, or a portion thereof, is designated by the then owner for a sample in the apartment, then all of the applicable height, bulk, location, parking ratios and other criteria set forth in such Zoning Ordinance applicable to such use shall constitute the general design criteria for the improvements proposed to be constructed on such tract.

- All utilities constructed subsequent to the date hereof shall be placed underground, except for the surface outlets and other appartenances which are customarily placed above ground.
- 3. No outdoor toilets shall be permitted, and no installation of any kind for the disposal of sewage shall be allowed which would result in raw or untreated sewage being carried into water bodies. Septic tanks or similar mean of sewage disposal are absolutely prohibited.
- 4. All buildings and other improvements placed on any tract shall be newly erected on said tract and no second-hand or used buildings or other improvements shall be moved onto any tract and no used or second-hand materials may be used in the exterior of such improvements unless specifically approved in advance, in writing, by the Committee.
- No activity of any nature shall be carried on upon any tract which shall be or become a nuisance to the neighborhood.
- 6. No structure of a temporary character, nor any basement, tent, shack, garage, barn or other outbuilding, or any part thereof, shall be used as a residence, dwelling or place of business, either temporarily or permanently.
- No tract shall be used or maintained as a dumping ground or collection area for rubbish or trash.
- No tract shall be used as a "junk yard", storage area, or otherwise, for vehicles or any other type of equipment or material.
- No tract shall be used in any manner which results in the following:
  - a. The emission of noxious or offensive odors, dust or particulate matter.
  - b. The emission of sounds or noises at levels which are offensive or disturbing to the neighborhood.
  - c. The discharge into the water bodies in, on or along the Subdivision of liquids, gases or solids which have the effect of polluting such water bridge, whether such pollution is in the nature of heat, chemicals, organic or inorganic matter, or particulates.
- 10. All improvements constructed within the Subdivision shall be of a design and quality of construction to withstand wind loads of 40 pounds per square foot, so as not to cause undue hazard to neighboring structures.
- 11. All buildings and improvements of every nature whatsoever must be constructed on such tracts subject to the limitations imposed under the term of paragraph 13 of this Article III as well as the limitations, if any, imposed upon any tract in the conveyance of such tract out of Owner.

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12. The Committee may allow temporary variances to the foregoing provisions of this Article III during the period of countraction of improvements within the Subdivision as the Committee deems necessary and desirable.

13. On the plat of this Subdivision, two building lines are indicated along the boundary of each tract nearest to the Gulf of Mexico and at varying distances therefrom. The building line nearest to the Gulf of Mexico is referred to on said plat as the "vegetation line" and the "East Building Line", said building line using herein referred to as the "East Building Line". The West ruilding line as snown on the plat of this Subdivision is fift; feet (50') northwest of and parallel to the East Building line and is herein referred to as the "west Building line". No building, seawall, structure, fence or improvement of any nature whatsoever may be constructed seaward from the said East Building line. No seavall, building or other permanent structure or improvement intended for human habitation shall be constructed seaward from the West Building Line.

#### IV. DURALION

The restrictions and covenants herein set forth shall continue and be binding upon Own --, its successors and assigns, for a period of thirty-five (35) years from this date. At the expiration of said term of thirty-five (35) years the restrictions and covenants herein set out shall automatically be extended for an additional ten (10) year period and for successive periods of ten (10) years thereafter, unless same are nullified or revised as hereinafter provided. After the expiration of thirty-five (35) years from the date of this instrument, the owners of more than 50% of the area of this Subdivision, may execute and acknowledge on agreement in writing terminating or revising these restrictions and covenants and file the same in the Office of the County Clerk of Nueces County, Taxas, or in such office as conveyances of real estate may be required to be filed at such time, thereupon these restrictions and covenants shall be null, void and of no further force and effect, or shall be modified or revised as such instruments may direct. Notwithstanding snything contained herein, no agreement in writing terminating or revising the provisions of Paragraph 13 of Article III hereof shall be effective unless, in addition to the foregoing requirements for executing such agreement, the Owners of more than 50% of the area of this Subdivision are joined in such agreement by Nueces County, acting by and through the Commissioners Court of such County or other duly authorized body.

#### V. AMENDMENT

At any time the owners of the legal title to more than 50% of the total area of such Subdivision (as shown by the records of Nucces County, Texas) may amend the restrictions, covenants, conditions and matters set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Nucces County, Texas, except that, prior to the expiration of four (4) years from date hereof, no such amendment shall be valid or effective without the joinder of Owner, its successors or assigns. Notwithstanding anything contained herein, no amendment to Paragraph 13 of Article III hereof shall be effective unless, in addition to the other requirements for such amendment, the owners of legal title to more than 50% of this Subdivision are joined in such amendment by Nucces County, acting by and through the Commissioners Court of such County or other duly authorized body.

#### VI. ENFORCEMENT

The restrictions, conditions and use limitations herein set forth shall be binding upon Owner, its successors and assigns, and all parties claiming by, through, or under them and all subsequent owners of each tract, each of when shall be obligated and bound to observe such restrictions, conditions and use limitations, provided, however, that no such persons shall be liable except in respect to breaches committed during his or their ownership of said tract. The violation of any such restriction, condition or use limitation, shall not operate to invalidate any mortgage, deed of trust, or other lien acquired and held in good faith against said tract or any part thereof, but such liens may be enforced against any and all property covered thereby, subject, nevertheless, to the restrictions, conditions and used limitations herein mentioned. Owner, or the owners of any tract in this Subdivision, their successors and assigns, shall have the right to enforce observance or performance of the provisions of this instrument. If any person or persons violates or attempts to violate any of the restrictions, conditions or use limitations contained herein, it shall be lowful for any person or persons contains any tract out of said Subdivision to

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prosecute proceedings at law or in equity sgainst the person violating or attempting to violate the same, either to prevent him or them from so doing, or to correct such violation, or to recover damages, or to obtain such other relief for such violations as then may be legally available.

In addition to the foregoing, the provisions of Paragraph 13 of Article III hereof shall be fully enforceable by Nueces County, acting by and through the Commissioners Court of Lunch County or other duly authorized bedy or the duly authorized representative of such County.

DEED RECORDS

#### VII. SEVERABILITY

Invalidation of any of the terms, provisions or covenants contained in this instrument by judgment or court order shall not in any way affect any of the other terms, provisions or covenants set forth in this instrument which shall remain in full force and effect.

GREAT WESTERN CORPORATION

GREAT WESTERN CORPORATION

By President

President

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THE STATE OF TEXAS I

COUNTY OF NUECES I

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BEFORE ME, the undersigned authority, on this day personally appeared Jack Modesett, Jr., known to me to be the person whose name is subscribed to the foregoing instrument as president of Great Western Corporation, a corporation, and acknowledged to me that he executed the same for the pruposes and consideration therein expressed, in the capacity stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 21st day of June 1972.

OF THE PARTY OF TH

Hotary Public in and for Nueces / County, Texas

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# DESIGNATION OF POSITION ON PLANNING AND ARCHITECTURAL CONTROL COMMITTEE

The undersigned this day designates Jack Ponton to act as member of the Planning and Architectural Control Committee mentioned in an instrument dated June 21,1972 executed by Terramar Corporation and recorded in Volume 1437 , page. 868 Records of Nucces County, Texas, concerning the following described property situated on Mustang Island, Nueces County, Texas, to-wit:

Mustang Island, Section 2, a subdivision of Nueces County, Texas, containing 473.480 acres of land, more or less, as shown by map or plat thereof recorded in Volume 38, Pages 183-185, Map Records of Nueces County, Texas.

26th day of August, 1981 SIGNED this

THE STATE OF TEXAS S

COUNTY OF NUECES S

PEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Eugene C. Urban, known to me to be the person whose name is subscribed to 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 the

tary Public in and for Rueces County, Texas

JULIA TIMMINS edic, in and for Nuece My Commission Expires

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