Plat of Survey. Report of Survey Affidavits & Print of Construction Letter of Approval for Mean Nigh Water.

NUCCES Plat and Report of Seaside Completing Grounds SURVEYED July BY GEO. M. Pyle FILED July 12, 1978

July 19; 1978

Urban Engineering P. O. Box 6355 Corpus Christi, Texas 78411

ATTN: George Pyle

RE: 1.12 Acres out of Seaside Camp Meeting Grounds, adjacent to Corpus Christi Bay

Dear Mr. Pyle:

In response to a report dated July 8, 1978, with exhibits, signed by George Pyle, Licensed State Land Surveyor, this office has reviewed the information and finds that the survey as made, based upon an elevation of 0.72 feet above National Geodetic Vertical Datum which coincides with the seawall as constructed, is satisfactory to this office for the purpose of locating the line between submerged land belonging to the Public School Fund and private ownership.

Sincerely yours,

Herman Forbes Director, Surveying Division

HF/iw

Job No. 14528-July 8, 1978

Mr. Bob Armstrong, Commissioner General Land Office Austin, Texas

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Report on survey of the Shoreline boundary of 1.12 acres out of Seaside Camp Meeting Grounds, Corpus Christi, Nueces County, Texas.

This survey was made for the purpose of gaining approval of the Land Office for platting the above property which is adjacent to State Owned Corpus Christi Bay, according to regulations of the Coastal Public Lands Management Act of 1973, Art. 5914 e-1, V.A.C.S..

In about 1940 a motel was built on this tract and a seawall was constructed sometime thereafter. This seawall partly eroded away or washed out and it was rebuilt in 1949 by Goldston Engineering Co. and this is the seawall that shows on my plat. The water elevation in front of the seawall is below 0.72' so no elevations were run on the shoreline. There is no record showing exactly where the original seawall was built in relation to the existing shoreline, but it probably was built close to the waters edge or slightly inland. On the adjoining lot to the southeast the remains of an old shell concrete seawall extends 10' further into the Bay than the wall on my tract. On the adjoining lot to the northwest, there is no wall, but concrete rubble has been dumped on the shore to prevent erosion. This rubble extends 12' further into the Bay than the wall on my tract.

The best evidence I have of where the natural shoreline was at the time of the construction of the original seawall, is a topographic map of Corpus Christi Bay prepared by the Bureau of Reclamation in cooperation with the City of Corpus Christi in 1938. This map is filed in the Bureau of Reclamation office at the Land office and is designated "Corpus Christi Sheet No. 6 Nueces County" in the lower right hand corner. I am enclosing a print of a portion of this map showing the tract platted according to south zone coordinates obtained on survey. This location fits the shoreline shown on the topographic map both in distance from center line of Ocean Drive and by angle of shoreline and I conclude from this that

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the seawall was constructed close to the existing natural shoreline and therefore I have put the boundary on the Bay side of the seawall as shown on my survey.

The tract shown in this survey came out of a 5.00 acre tract of land conveyed to Emma Lutz by Wm. C. Morris in 1914 as recorded in Vol. 102, Page 520 of the Deed Records of Nueces County, Texas. This deed calls for a distance of 803.6' on its northwest line from its west corner to the shoreline of Corpus Christi Bay. The distance from the same northwest corner to the shoreline boundary is 792'. This information is shown on the location map on my plat.

The wall is on generally the same line as the shoreline or seawalls on either side for considerable distance both ways.

I am enclosing a copy of the contract for repairing the seawall and an invoice for same, along with a plan for reconstruction.

I am also enclosing a letter from a former manager on his recollection of the date of the original seawall construction.

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Slarg m Pyl

George M. Pyle Licensed State Land Surveyor

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HZ

	INVOICE	0r		
MIDDLETON & GOLDSTON CONSTRUCTION CO.				
P. O. Box 672				
	CORPUS CHRISTI, TEXAS			
		January 11		
·····	Jack Mc Collum	P. O. NO.		
···	2300 Roberts	REQ. NO		
	Weither Warn m	OUR CONTRACT NO.		
QUANTITY	DESCRIPTION		UNIT COST	EXTENDED COST
• •	To: Repairs to fishing pier, Sea Wall, etc. as pe dated November 12, 1949:	r contract	an a	
	Contract Price			\$ 8,246.00
	TO; Placing pipe conduitt,			No.
	Labor 5.48 Material 2.43			7.91
	TO: Constructing Marine Ways			1.74
	Labor 323.00 Material 349.81			
	Material <u>349.81</u>			672.81
	TOTAL			\$ 8,926.72
	00 PAID BY CHECK # # 314 JAN 12/50 \$8000.			
1999	BAL PAID BY CHECK # 322 JAN 18/50 \$ 926.72			State 1
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TELEGRAPH DELIVERY SERVICE

Bruce Hower and 1601 MONROE ST.

WICHITA FALLS, TEXAS

E. H. Montgomery Jack McCollum_

Charles J. Kindler MGR. DIRECTOR

JAN 18/50

MIDDLETON & GOLDSTON CON, GO

CORPUS CHRISTI, TEXAS.

GENTLEMEN

PLEASE FIND INCLOSED CHECK IN FULL PAYMENT

FOR CONTRACT NUMBER # 329 DATED NEVEMBER 12/49.

WE WANT TO THANK YOU GENTLEMEN FOR THE FINE WORK YOU HAVE DONE FOR US AND THE MANNER IN WHICH YOU AND WORKMEN USED THROUGH OUT THE ENTIRE JOB.

YOURSMONTGOMERY & McCOLLUM

Bylack McCollin

P.S.

INASMUCH AS WE DO NOT KNOW WHAT YOU WERE GOING TO ALLOW US FOR THE OLD LUMBER TAKEN FROM THE JOB AM MAKING THIS CHECK IN FULL, YOU MAY SEND US YOUR CHECK FOR THE DIFFERENCE.

THANKS:

References: Any Bank or Bankers of Wichita Falls _____ Counter 1786





State of Texas County of Nuedes

CONTRACT

This agreement made this 12 day of Nov., 1949, by and between Jack_McCollum_2300_Roberts, Wichita Folls party of the first part, and W. M. Goldston D/B/A Middleton & Goldston EXAS, Construction Company, P.O. Box 672, Corpus Christi, Texas, his executors, administrators, heirs, successors or assigns, party of the second part: WHEREAS, The said_lock_McCollum__known as the party of the first part, desires to enter into a contract for the construction of a fishing pier, and reinforced concrete sea wall, located _4338 OCEAN Dr. SEACREST APARTMENTS _ OORPUS CHRISTI, ______ and -I_EX_AS____. WHEREAS, The party of the second part has been engaged in and now does such work and represents that he is fully equipped, competent, and capable of performing the desired and herein outlined work, and ready and willing to perform such work in accordance with the provisions as described below and as indicated by attached sketches No. 1 and sketch No. 2, which are to be developed into full and complete plans pryor to commencing work and which

shall be properly engineered now

WITNESSETH: That for and in consideration of the prices in the proposal and part of this contract, said party of the second part agrees to do at his own proper cost and expense, all the work necessary for the construction of a fishing pier and reinforce concrete sea wall described in the sketches and in accordance with the provisions as set out below.

In repairing the Reinforced concrete wall we propose removing the existing conc. walk and replacing with new reinf. concrete walk, properly tied to each of the existing walls and the placing of buttresses as shown in sketch No 1.

We propose constructing a 4' x 408" pier as shown on sketch No. 2. using 8" butt creosote treated piling, 3" x 6" cross bracing, treated as shown, 3" x 6" caps, treated, 2" x 8" joists, treated, 1" untreated decking, stained. 2" x 4" rail post, stained, 1" x 6" hand rails, stained, and constructing a ladder at each T-Head suitable for swimmers.

In preparation of cost estimate we have based our operations on using roadway north of your property leading down to the small boat ways. We have not secured permission for this use and would expect you to secure the right for its use in moving in construction materials etc.

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The project to be constructed under this contract will be started within 10 days, and be completed with 60 calendar days thereafter unless delayed by high water or other forces beyond the control of the party of the second part. And said party of the first part, in consideration of the full and true performance of said work by said party of the second part, hereby agrees and binds itself to pay said party of the second part the sum $\frac{10}{240}$ $\frac{00}{240}$ $\frac{$

Page 2.

Party of the first part. By Jack M & Collins___

MIDDLETON & GOLDSTON CONST. CO.

BY W. M. Jalatan

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WITNESS : chard.

July 1, 1978

Mr. Robt. Arnold 4333 Ocean Drive (orpus (hristi Texas 78412

Dear Mr. Arnold

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In reference to our telephone conversation on June 20th regarding the date of construction of the sea wall at the (atalina Motel 4326 Ocean Drive (orpus (hristi Texas. I do not Know the exat date of constructio, But it was in June 1952 when I came to (orpus (hristi totake over the management of the (atalina Motel.

The sea wall was in existence then and from conversations I had with Mr. Jack McCollum who was a part owner and also arranged for the construction of the sea wall lead me to believe that the sea wall was built five to seven years before my arrival.

To the best of my knowledge it would be fair to say that the sea wall was built about thirty years ago, possible a few years more.

Hope the above information will help.

Sincerely, Edus Sutten eitten

235 Lawrence Ave Hasbrouck Hgts New Jersey 07604

Sworn and subscribed before me this day of July 1978

JAMES W. MASON NOTARY PUBLIC OF NEW JERSEY My Commission Expires Mar. 17, 1981

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