

22-CV-1472
CAUSE NO. _____

PARK BOARD FOR THE CITY OF	§	IN THE DISTRICT COURT AT LAW OF
GALVESTON	§	
Plaintiff	§	
	§	
VS.	§	GALVESTON COUNTY, TEXAS
	§	
GGPM, LLC D/B/A GULF PROPERTIES	§	
AND EDWARD L. "Ted" O'ROURKE,	§	Galveston County - 212th District Court
FRANK MACEO	§	
AND JASON WORTHEN	§	
Defendants	§	_____ JUDICIAL DISTRICT

**PLAINTIFF GALVESTON PARK BOARD'S
VERIFIED ORIGINAL PETITION,
APPLICATION FOR TEMPORARY RESTRAINING ORDER AND
REQUEST FOR TEMPORARY INJUNCTION**

TO THE HONORABLE JUDGE:

Plaintiff the Park Board for the City of Galveston (the "Park Board") files this Verified Original Petition, Application for Temporary Restraining Order and Request for Temporary Injunction, and would respectfully show as follows:

I. REASON FOR ACTION

1. When property is submerged by the mean higher high tide line of the Gulf of Mexico, it reverts to the State of Texas and becomes public property. In 2015, the State of Texas published a Coastal Boundary Survey showing the beach property seaward from the base of the Galveston Seawall from 61st to 103rd street was submerged by the mean higher high tide line. Undeniedly all of this property reverted to the state.

2. When property is artificially rebuilt through beach renourishment, the property still remains owned by the State of Texas. Here, starting in 2015, the Park Board participated in the

realization of three beach renourishment projects to build a public beach between 61st and 103rd streets through artificial renourishment costing more than \$97 million, which was funded via public funds from local, state, and federal entities.

3. Once constructed, the State awarded the Park Board of Trustees a surface lease on the newly constructed public beach for the purposes of establishing, operating, and maintaining a public recreational beach area.

4. Defendants now claim private property rights of the public beach which was restored by renourishment. Defendants are preventing the Park Board from operating under its lease with the State of Texas to operate on the public beach by placing unauthorized vendors on the public beach.

5. The Court should grant a temporary restraining order and a temporary injunction preventing Defendants from interfering with the Park Board's access and use of the public beach under its lease with the State of Texas. Furthermore, the Court should grant a judgment quieting Defendants claims to right and title to the public beach.

II. PARTIES

6. Plaintiff, the City of Galveston Park Board of Trustees, is a political subdivision of the State of Texas.

7. Defendant Edward L. "Ted" O'Rourke is an individual residing at 1123 Church Str, Galveston, Galveston County, Texas 77550-5062. He may be served at his residence or wherever he may be found. Citation is requested at this time.

8. Defendant GGPM, LLC d/b/a Gulf Properties is a Texas limited liability company ("Gulf Properties") with a registered address at 15150 Middlebrook Dr., Houston TX 77058.

Defendant may be served with process by serving its Registered Agent, Kimberly Bartley at 15150 Middlebrook Dr., Houston TX 77058 or wherever she may be found. Citation is requested at this time.

9. Defendant Frank Maceo is an individual residing at 1201 Marine, Galveston, Galveston County, Texas 77550. He may be served at his residence or wherever he may be found. Citation is requested at this time.

10. Defendant Jason Worthen is an individual residing at 5917 Ave T., Galveston, TX 77551. He may be served at his residence or wherever he may be found. Citation is requested at this time.

III. DISCOVERY CONTROL PLAN

11. Plaintiff intends to conduct discovery under Level 2 of Texas Rule of Civil Procedure 190.3 and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because it seeks injunctive relief.

IV. CLAIM FOR RELIEF

12. Plaintiff seeks monetary relief of \$250,000 or less and nonmonetary relief. Tex. R. Civ. P. 47(c)(2).

V. JURISDICTION

13. The Court has subject-matter jurisdiction over the lawsuit because the amount in controversy exceeds this Court's minimum jurisdictional requirements.

VI. VENUE

14. Venue is proper in Galveston County, Texas under Texas Civil Practices & Remedies Code section 15.002 because all or a substantial part of the events or omissions giving rise to

the claim occurred in Galveston County. This suit involves causes of action over title and use of lots of land in front of the Galveston Seawall in Galveston County, Texas.

VII. EXHIBITS

15. The Park Board attaches the following exhibits and incorporates them by reference:

- | | |
|-----------|---|
| Exhibit 1 | Stephen Blaskey's Coastal Boundary Survey dated January 31, 2015 |
| Exhibit 2 | Texas General Land Office Surveying Division Coastal Boundary Survey Approval dated May 12, 2015 |
| Exhibit 3 | General Land Office, Notice of Approval of Coastal Boundary Survey as published in the Texas Register on June 26, 2015 |
| Exhibit 4 | Instrument Number 55451--Deed to Gulf Properties filed in the Real Property Records of Galveston County on March 26, 1968 |
| Exhibit 5 | Gulf Properties Public Information Report dated August 1, 2021 |
| Exhibit 6 | Galveston Central Appraisal District Map of Gulf Properties' Lot 101 |
| Exhibit 7 | Galveston Central Appraisal District Map of Gulf Properties' Lots 140 and 151. |
| Exhibit 8 | Coastal Surface Lease No. SL 20150012 by the Texas General Land Office to the Park Board dated January 28, 2015 |
| Exhibit 9 | Galveston Daily News classified from Nov. 8 and Nov 15, 2015, announcing the bidding of concession opportunities west of 61st Street on the Seawall |

Exhibit 10	2015 Public meeting Sign in Sheet for the opening of sealed bids submitted for west of 61st Street.
Exhibit 11	2016 Park Board of Trustees public meeting agenda in which concessions west of 61st Street were awarded
Exhibit 12	Trespass Notice Letter from Attorney Janina Wojtkowski dated July 28, 2022
Exhibit 13	Response letter from Park Board from Attorney Carla Cotropia dated July 29, 2022
Exhibit 14	Instrument Number 2005055749—Deed to Edward L. O’Rourke filed in the Real Property Records of Galveston County on August 15, 2005
Exhibit 15	Galveston Central Appraisal District Map of O’Rourke’s Lots 8 through 11
Exhibit 16	Letter from Kelly de Schaun, Park Board CEO to defendant O’Rourke dated July 15, 2022
Exhibit 17	Letter from Kelly de Schaun, Park Board CEO to defendant Worthen dated July 15, 2022
Exhibit 18	Photo of Claimed Western Boundary of O’Rourke lots
Exhibit 19	Email chain between Kelly de Schaun, Park Board CEO and defendant Worthen starting on July 27, 2022
Exhibit 20	Map of unauthorized vendors on Saracco and O’Rourke formerly submerged lots
Exhibit 21	Certificate of Conversion for GGPM, LLC
Exhibit 22	Assumed Name Certificate for GGPM, LLC

VIII. FACTS

A. Once property is submerged by the Gulf of Mexico, it is owned by the State of Texas and artificial additions remain the property of the State.

16. With few exceptions, the State of Texas owns Texas’s submerged lands in trust for the public. That means that in most cases, a littoral landowner’s property ends at the shoreline, which is measured based on average high tides. The “public trust” extends up to “the ‘mean higher high tide’ line under Spanish or Mexican grants and the ‘mean high tide’ line under Anglo-American law.” *Severance v. Patterson*, 370 S.W.3d 705, 717–18 (Tex. 2012) (footnote omitted) (quoting *Luttes v. State*, 324 S.W.2d 167, 191–92 (Tex. 1958)). This state-private “boundary moves because the line of the tide moves over time, and as that line moves, so does the boundary between State-owned submerged lands and privately owned uplands.” *TH Invs., Inc. v. Kirby Inland Marine, L.P.*, 218 S.W.3d 173, 184 (Tex. App.—Houston [14th Dist.] 2007, pet. denied). This boundary can also move due to changes in the land itself. See *id.* at 184–85. So the owner of upland property will lose title to land that is gradually taken from the shoreline by erosion, but will gain title to land that is gradually built up by natural accretion. See *Natland Corp. v. Baker’s Port, Inc.*, 865 S.W.2d 52, 57 (Tex. App.—Corpus Christi-Edinburg 1993, writ denied).

17. Importantly, it is well-established that artificial additions to upland “remain the property of the State.” See *Lorino v. Crawford Packing Co.*, 175 S.W.2d 410, 414 (Tex. 1943) (explaining that *see also TH Invs.*, 218 S.W.3d at 184.)

B. In 2015, the State of Texas established that all beachfront seaward of the Galveston Seawall from 61st Street to 103rd Street is owned by the State of Texas because it was submerged.

18. The State of Texas determines the boundary between private property and public submerged property pursuant to Texas Natural Resource Code Sec. 33.136, which states a person may not undertake an action on or immediately landward of a public beach or submerged land, including state mineral lands, relating to erosion response that will cause or contribute to shoreline alteration before the person has conducted and filed a coastal boundary survey.

19. A coastal bound survey is prescribed under Texas Natural Resource Code Sec. 33.136. It contains a special notice, is approved by the Commissioner for the General Land Office, is published in the Texas Register, published on the General Land Office's website, and filed in the archives of the General Land Office. *See* Tex. Nat. Res. Code sect. 33.136.

20. Beginning in 2014, the Galveston Park Board coordinated a project to artificially fill beach sand between 61st Street and 103rd Street to create a beach. Since the project would alter the public beach, the coastal boundary survey was conducted.

21. On January 31, 2015, a coastal boundary survey was conducted of the beachfront seaward of the Galveston Seawall between 61st and 103rd street. [Exhibit 1—The Blaskey Coastal Boundary Survey.] The Blaskey Coastal Boundary Survey contains the special notice that it is issued under Texas Natural Resource Code Sec. 33.136. **Most importantly, the survey shows that the beach property seaward from the base of the Galveston Seawall from 61st to 103rd street is submerged.¹**

¹ The Blaskey Coastal Boundary Survey depicts a small triangle of property near 61st Street that is not submerged but notes the small area is state-owned property because it was elevated through artificial fill. This small area of property is not at issue in this lawsuit.

22. On May 12, 2015, the General Land Office approved the Blaskey Coastal Boundary Survey for the beach renourishment project between 61st Street and 103rd Street. [See Exhibit 2—Survey Approval.]

23. On June 26, 2015, the General Land Office published notice of the Blaskey Coastal Boundary Survey in the Texas Register. [Exhibit 3—Texas Register.] The notice in the Texas Register notifies the public that the survey depicting the boundary between State-Owned Property and private property. Specifically, the Land Office published the following notice regarding the Blaskey coastal boundary survey:

This survey is intended to provide pre-project baseline information related to an erosion response activity on coastal public lands. **An owner of uplands adjoining the project area is entitled to continue to exercise littoral rights possessed prior to the commencement of the erosion response activity, but may not claim any additional land as a result of accretion,** reliction, or avulsion resulting from the erosion response activity.

See Texas Register, TRD-201502294, Published on June 26, 2015 (emphasis added). [See Exhibit 3.]

24. In total, the 2015 Blaskey Coastal Boundary Survey was properly adopted as a coastal boundary survey pursuant to Texas Natural Resource Code Sec. 33.136 and it shows that all beachfront seaward of the Galveston Seawall from 61st Street to 103rd Street is submerged and therefore owned by the State of Texas.

C. Following the 2015 Blaskey Coastal Boundary Survey, the beachfront from 61st to 103rd was artificially raised via dredging.

25. On December 23, 2014, the Texas General Land Office entered into a contract with the Park Board of Trustees to dredge and artificially build the beach west of 61st Street with beneficial dredge material. The collective effort committed in a May 18, 2015 amendment to the original

Project Collaboration Agreement (“PCA”) \$23,943,358 in local, state and federal funds.

26. The project was scheduled to be completed by August 31, 2015, and ultimately placed 629,188 cubic yards of fill material and built 4,980 linear feet of public beaches which extended from 61st Street to 75th Street along the Galveston Seawall. The parties agreed to cooperate to use dredge material to nourish the beach in front of the Galveston seawall west between 61st and 103rd street (the “Project”). The partners utilized a standing Memorandum of Agreement with the US ACE to coordinate efforts between the federal and state governments.

27. Financial commitments contained in the agreement include \$9,180,000, 50% generated by the Park Board and 50% generated by the Texas GLO.

28. Below is a photo depicting the 2015 beach renourishment in progress:



29. After the renourishment, City of Galveston named the artificially created beach the “Babe’s Beach” to honor former Texas Senator A.R. “Babe” Schwartz, who was the lead legislator behind the Texas Open Beaches Act.² A formal dedication ceremony was held on May 24, 2016 and attended by local officials from the City, Park Board and General Land Office.

D. In 2019, the Park Board participated in another multiagency beach renourishment west of 61st Street

30. On January 28, 2019, the Texas General Land Office (GLO) signed another PCA with the Park Board for a second beneficial dredge placement project to continue the public beach expansion. In the September 23, 2020, PCA amendment, \$24,500,000 of local, state, and federal funding was committed to the project. This project successfully placed 490,315 additional cubic yards of material on the public beach from 61st to 76th Street constructing a total of 5,350 linear feet of public beach.

E. In 2020, the Park Board participated in a third multiagency beach renourishment west of 61st Street.

31. On September 23, 2020, the Texas General Land Office (GLO) entered a third PCA with the Park Board of Trustees to conduct two additional beach renourishment projects on Babe’s Beach. The partnership leveraged additional federal funding from the Revived Economies of the Gulf Coast States Act of 2012 (RESTORE Act) and ultimately committed partners to \$50,500,000 of local, state, and federal funding for the completion of two (2) additional beneficial dredge projects with the U.S. Army Corp of Engineers in an amendment to the PCA signed April 13, 2021.

² The Open Beach Act States: “The public... shall have the free and unrestricted right of ingress and egress to and from the state-owned beaches bordering on the seaward shore of the Gulf of Mexico ... extending from the line of mean low tide to the line of vegetation bordering on the Gulf of Mexico.” Tex. Nat. Res. Code Sec. 61.011.

32. The first phase of the project was completed in 2021 and placed 608,948 cubic yards of beach quality sand along the beach front west of 61st Street to 89th street, doubling the length of the beach to 9,800 linear feet of sand.

33. The second phase of the project is scheduled to be conducted in 2023.

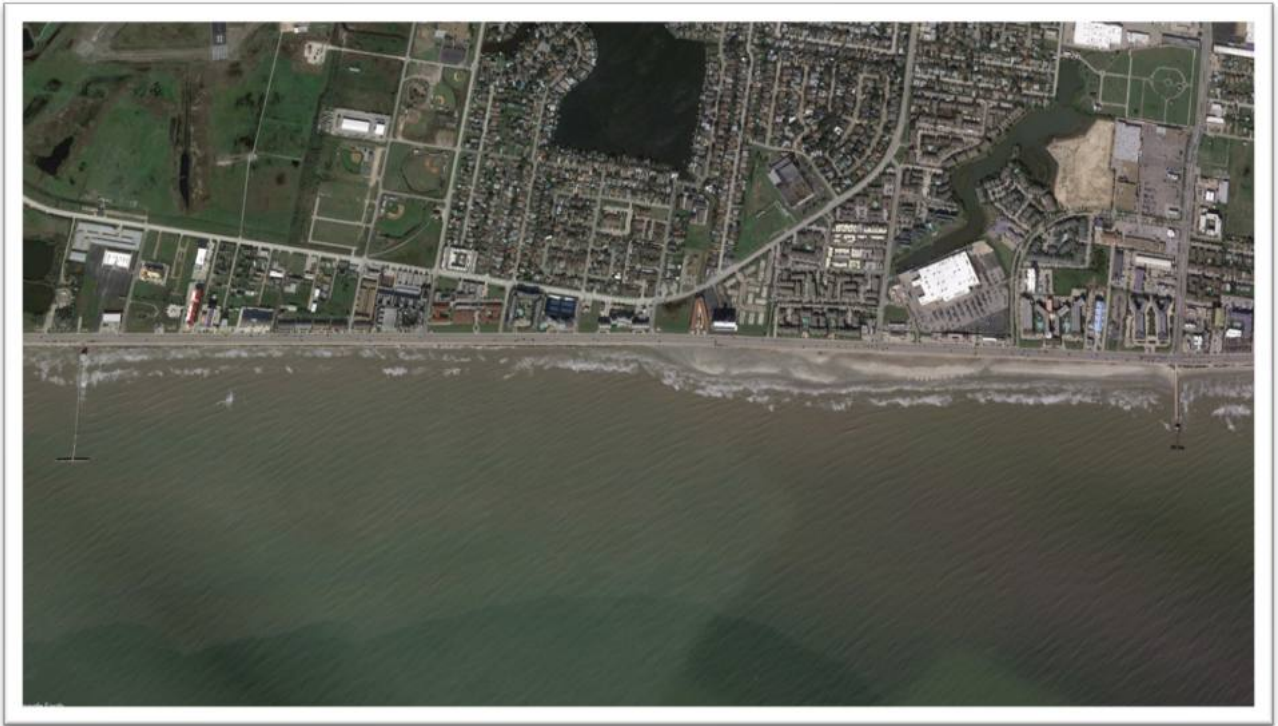
F. The dramatic beach nourishment west of 61st Street benefits the public

34. The end result of three beach nourishments has dramatically increased the useable beach west of 61st street. Below is a time lapse of Google Earth Photos showing the nourishments from 2014 through 2022:

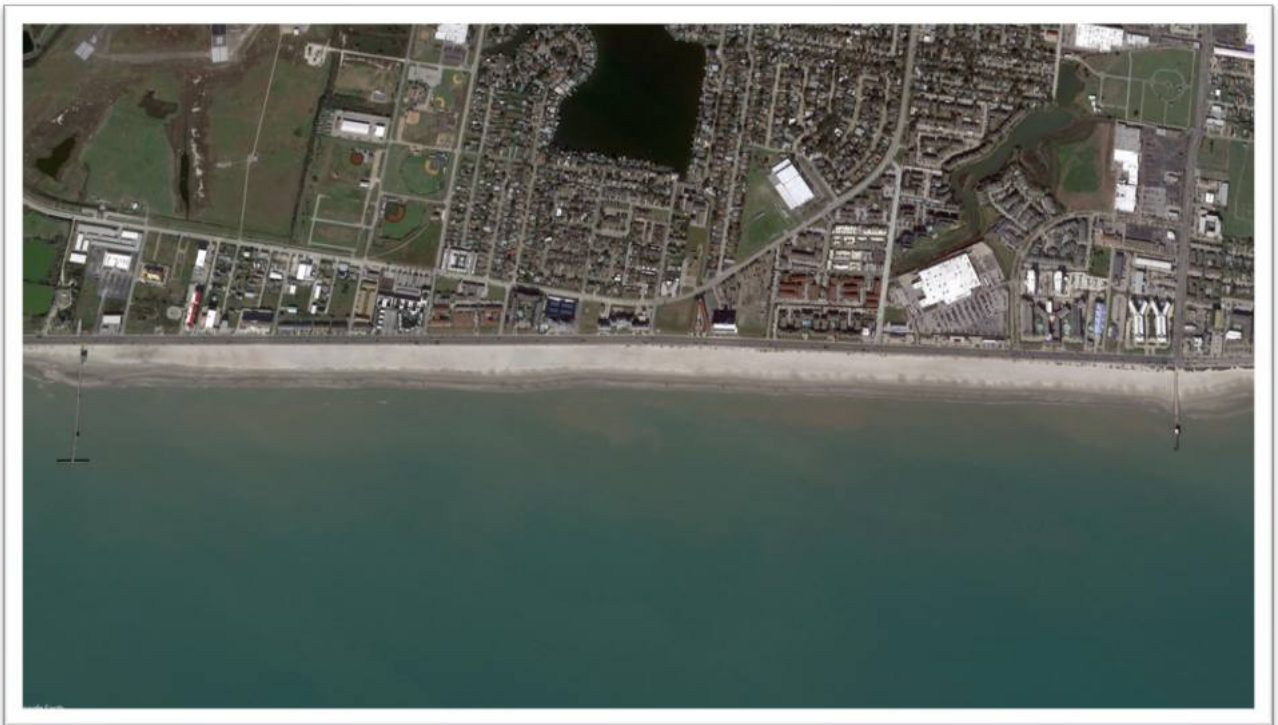
2014



2015



2022



G. The Park Board leased the public beach from the State of Texas.

35. On January 28, 2015, the Park Board entered into a coastal surface lease of Babe's Beach west of 61st Street. [Exhibit 8—TGLO Coastal Surface Lease.] The lease specifies the leased premises as starting at the base of the seawall and extending outward.

ARTICLE II. PREMISES

2.01. The Leased Premises is described below and further described or depicted on Exhibit A, attached hereto and collectively incorporated by reference for all purposes:

State-owned real property along the Galveston Seawall from 61st Street, beginning at a point at which the current line of mean high tide intersects the rock rip-rap at the base of the Seawall, as depicted in a Coastal Boundary Survey performed by a Licensed State Land Surveyor under Article V, Section 5.09(9), to the western terminus of the Seawall, consisting of portions of State Tracts 230-S, 231-S, 241-S, and 243-S in the Gulf of Mexico, Galveston County.

[Exhibit 8—TGLO Coastal Surface Lease.]

36. Under the lease, the Park Board may use the premises for beach renourishment and entering into contracts with concessionaires to promote public recreational use of the beach. [Exhibit 8—TGLO Coastal Surface Lease.]

H. Park Board awards concessions to small business operators for West of 61st after re-nourishment.

37. In November of 2015, the Park Board put out to public bid the opportunity to provide concessions on the public beach from 61st to 69th street. The bid opportunity was posted for two weeks the Park Board website, shared through the Chamber of Commerce, and published in the Galveston Daily News on November 8, 2015, and November 15, 2015. [Exhibit 9—Galveston News Ads.]

38. Seven bids were received by the stipulated deadline and were opened at a public meeting at the Park Board Plaza. [Exhibit 10—Public Meeting Sign-in Sheet.] Based on the review of documents, the Park Board awarded five contracts at a publicly posted and open meeting.

[Exhibit 11—2016 Notice of Park Board Meeting.]

I. Defendants Gulf Properties and Frank Maceo now claim ownership and rights to the artificially raised property in front of the Galveston Seawall west of 61st street and have prevented the Park Board from accessing the leased public beach.

39. In 1968, long before the renourishments, Gulf Properties received a deed to the following lots for property in front of the Seawall, west of 61st street:

- a. Lot 101, Section 1 of the Trimble & Lindsey Survey of Galveston Island, located in front of the Seawall between 69th Street and Central City Blvd. [See Exhibit 6—CAD Map of Lot 101.]
- b. Lot 140 and all of the East ½ of Lot 151, Section 1 of the Trimble and Lindsey and Survey of Galveston Island located in front of the Seawall between 69th Street and Central City Blvd. [See Exhibit 7—CAD Map of Lot 140 and 151.]

(collectively, the “Maceo Lots”.) [See Exhibit 4—Maceo Deed.]

40. Certainly, whatever the status of these lots, by 2015, the lots were submerged below the mean high tide line for the Gulf of Mexico. [See Exhibit 1—Blaskey Coastal Boundary Survey.]

41. On November 29, 2017, a Certificate of Conversion and Certificate of Formation were filed by Kimberly Bartley for GGPM, LLC. The Certificate of Formation states as follows:

Supplemental Provisions/Information
Text Area: [The attached addendum, if any, is incorporated herein by reference.]
This limited liability company is being created pursuant to a plan of conversion. It was previously GULF PROPERTIES, a Texas domestic general partnership formed on March 10, 1968, with an address of 6511 Stewart Road, Suite B, Galveston, Texas 77551.

[Exhibit 21—Certificate of Conversion.]

42. On April 19, 2021, GGPM, LLC filed an Assumed Name Certificate with the Texas Secretary of State to do business in all counties as Gulf Properties. [Exhibit 22—Assumed Name Certificate.]

43. The last field public information report identifies the managers of Gulf Properties as:

- a. Mary Martini
- b. Vivian Renfrow
- c. Jo France Turvey

[Exhibit 5—GGPM Public Information Report.]

44. In 2022, defendant Frank Maceo operated concessionaires on the Maceo Lots. Frank Maceo has been active on social media promoting his beach services with proclamations that the public beach is private property. Frank Maceo and Gulf Properties have engaged in confrontations with Park Board employees and concessionaires attempting to operate on the public beach leased in the TGLO Coastal Surface Lease.

45. On July 28, 2022, the Park Board received a letter from attorney Janina Wojtkowski purporting to represent “Gulf Properties, LLC” as owner of the Maceo Lots. [Exhibit 12—Trespass Notice.] Indeed, there is no Gulf Properties, LLC registered with the Texas Secretary of State. “Gulf Properties, LLC” is not a properly formed limited liability company in the State of Texas, however, it is believed this letter was sent on behalf of GGPM, LLC d/b/a Gulf Properties.

46. As shown below, the letter states the Maceo Lots are not public properties and strongly threatens legal action against the Park Board from accessing the lease premises that the Park Board leased from the Texas General Land Office.

It has come to the attention of Gulf Properties that the Galveston Park Board has been entering into contracts that allow umbrella-leasing vendors to operate on Gulf Properties' land or that the Galveston Park Board has been leasing portions of these properties to individuals for beach umbrella use. The properties described herein are not public properties but are privately owned by our client. As such, the Galveston Park Board has no authority to exercise control over the properties by entering into contracts or leases concerning the properties. Further, all income derived from such unlawful exercise of control belongs to Gulf Properties.

As such, please immediately cease and desist from further entering into contracts that allow any third parties to operate on these properties or any other beach property owned by Gulf Properties, and please cease and desist from leasing any portion of the properties described herein or any other beach property owned by Gulf Properties. Please also immediately cancel all existing contracts or leases on the properties or assign them to Gulf Properties.

Finally, this is a demand for all monies derived from such contracts or leases to be paid to Gulf Properties as compensation for the Galveston Park Board's unauthorized use and control of the properties.

[Exhibit 12—Trespass Notice.]

47. The following day, on July 29, 2022, the Park Board responded to the letter, noting that the Maceo Lots are not private property because they were submerged and subsequently leased to the Park Board. [Exhibit 13—Response Letter.]

48. Through the filing of this lawsuit, defendants Gulf Properties and Frank Maceo actively prevent Park Board employees from accessing the public beach.

J. Defendants O'Rourke and Jason Worthen now claims ownership and rights to the artificially raised property in front of the Galveston Seawall west of 61st street and have prevented the Park Board from accessing the leased public beach.

49. Similarly, long before renourishments, in 2005, defendant O'Rourke received a deed to the lots for property in front of the Seawall, west of 61st street, described as:

- a. East part of Lots 8 through 11 in Sydnor's Subdivision Abstract 121, page 80, containing 1.7080 acres.

[Exhibit 14—Deed to O'Rourke.]

50. The property is located between Princeton and Yale Streets. [Exhibit 15—CAD

Map of O'Rourke Lot.]

51. Undoubtedly, by 2015, the lots were submerged below the mean high tide line for the Gulf of Mexico. [Exhibit 1—Blaskey Coastal Boundary Survey.]

52. Following the renourishment, in 2022, Defendant O'Rourke allowed defendant Jason Worthen to operate concessionaries on the public beach and has otherwise threatened and prevented the Park Board from accessing the lease premises under the TGLO Coastal Surface Lease.

53. On July 15, 2022, the Park Board sent notice to defendant O'Rourke of his continued interference with the Park Board lease rights. [Exhibit 16—Notice Letter to O'Rourke.]

54. Defendant Worthen claims to have permission to operate a concessionaire on Lots 8 through 11. The Park Board has not given concessionaire rights to Worthen for these lots and has requested that he cease his activities. Worthen, despite also being a sitting Trustee of the Park Board, has refused. [Exhibit 19—Notice Emails with Worthen.]

55. Defendants O'Rourke and Worthen have continued to assert rights over the public beach. Furthermore, they have undertaken to mark the alleged private property by spray painting boundary lines of the Galveston Seawall. [Exhibit 18—O'Rourke Purported Western Boundary Mark.]

K. Frank Maceo now claims rights to operate a concession business on the artificially raised property in front of the Galveston Seawall west of 61st street and has prevented the Park Board from accessing the leased public beach.

56. Similarly, long before renourishments, in 2002, John and Judy Saracco received a deed to the lots for property in front of the Seawall, west of 61st street, described as:

- a. ½ of Lots 6 & 7 of S. W. Synder Subdivision of Lot 230 in Section 1 of the Trimble and Lindsey Survey

[Exhibit 23—Deed to Saracco.]

57. The property is located between Princeton and Yale Streets. [Exhibit 20—Map of Unauthorized Vendors.]

58. Undoubtedly, by 2015, the lots were submerged below the mean high tide line for the Gulf of Mexico. [Exhibit 1—Blaskey Coastal Boundary Survey.]

59. Following the renourishment, in 2022, Frank Maceo claims authority to operate concessionaries on the public beach and has otherwise threatened and prevented the Park Board from accessing the lease premises under the TGLO Coastal Surface Lease. [Exhibit 20—Map of Unauthorized Vendors.]

60. Defendant Maceo claims to have permission from John and Judy Saraccos or their beneficiaries to operate a concessionaire on Lots 6 & 7. The Park Board has not given concessionaire rights to Maceo for these lots and has requested that he cease his activities.

61. Defendant Maceo has continued to assert rights over the public beach and has actively prevented Park Board concessionaires from accessing the public beach.

IX. CAUSES OF ACTION

A. Count 1—Suit to Quiet Title

62. The Park Board incorporates the Section VIII –Facts above.

63. A suit to quiet title or to remove a cloud can be maintained only by a person having some interest in the property involved. *James v. Eagle Rock Ranch*, 304 S.W.2d 471 (Tex. Civ. App. Austin 1957). Under the TGLO Coastal Surface Lease, the Park Board has the rights to renourish and operate concessionaires on the public beach between 61st and 103rd streets.

64. The Park Board seeks a judgement quieting the claims of private ownership and title

by Gulf Properties and O'Rourke. Specifically, the Park Board requests a judgment that the property purported to be transferred under the following deeds is no longer private property, and is owned by the State of Texas and leased to the Park Board:

- a. Instrument Number 55451—Deed to Gulf Properties filed in the Real Property Records of Galveston County on March 26, 1968; and
- b. Instrument Number 2005055749—Deed to Edward L. O'Rourke filed in the Real Property Records of Galveston County on August 15, 2005; and
- c. Instrument Number 2002046061—Deed to John and Judy Saracco filed in the Real Property Records of Galveston County on August 7, 2002.

B. Count 2—Suit for Declaratory Relief

65. The Park Board incorporates the Section VII –Facts above.

66. The Park Board seeks a declaratory judgment that the property purported to be transferred under the following deeds is no longer private property, and is owned by the State of Texas and leased to the Park Board:

- a. Instrument Number 55451—Deed to Gulf Properties filed in the Real Property Records of Galveston County on March 26, 1968; and
- b. Instrument Number 2005055749—Deed to Edward L. O'Rourke filed in the Real Property Records of Galveston County on August 15, 2005; and
- c. Instrument Number 2002046061—Deed to John and Judy Saracco filed in the Real Property Records of Galveston County on August 7, 2002.

67. **Attorney Fees**—Plaintiff Park Board is entitled to recover reasonable and necessary attorney fees under Texas Civil Practice & Remedies Code section 37.009.

C. Count 3—Tortious Interference with a Contract

68. The Park Board incorporates the Section VII –Facts above.

69. There is a valid contract between the TGLO and the Park Board for the Coastal

Surface Lease. [Exhibit 8—TGLO Coastal Surface Lease.]

70. The Defendants have interfered with the TGLO Coastal Surface Lease by willfully and intentionally asserting false claims of private property rights and preventing the Park Board from accessing the lease premises and public beach.

71. Defendants' actions have proximately caused the Park Board damages.

72. The Park Board has sustained actual damages and losses.

X. CONDITIONS PRECEDENT

73. All conditions precedent to Plaintiffs' claim for relief have been performed or have occurred.

XI. RULE 193.7 NOTICE

74. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, Plaintiff hereby gives actual notice to Defendants that any and all documents and materials produced in response to written discovery or at a deposition may be used as evidence in this case; and, that any such materials may be used as evidence against the party producing the document at any pretrial proceeding and/or at the trial of this matter without the necessity of authenticating the document and/or materials produced in discovery.

XII. REQUEST FOR TEMPORARY RESTRAINING ORDER

75. Given the foregoing, facts, and law, the Park Board expects to prevail on its claims because it is indisputable that the property at issue in the public beach and therefore lease from the TGLO to the Park Board.

76. There is irreparable harm because Defendants are preventing use and enjoyment of property. Furthermore, the Park Board and its concessionaries are incurring damages from not

being able to access the public beach and operate concessionaires.

77. The Park Board requests a temporary restraining order preventing Defendants Gulf Properties and Frank Maceo from restricting the Park Board, its concessionaries, or the general public from accessing the following properties:

- a. Lot 101, Section 1 of the Trimble & Lindsey Survey of Galveston Island, located in front of the Seawall between 69th Street and Central City Blvd. [See Exhibit 6—CAD Map of Lot 101.]
- b. Lot 140 and all of the East ½ of Lot 151, Section 1 of the Trimble and Lindsey and Survey of Galveston Island located in front of the Seawall between 69th Street and Central City Blvd. [See Exhibit 7—CAD Map of Lot 140 and 151.]

78. The Park Board requests a temporary restraining order preventing Defendants O'Rourke and Worthen from restricting the Park Board, its concessionaries, or the general public from accessing the following property:

- a. East part of Lots 8 through 11 in Sydnor's Subdivision Abstract 121, page 80, containing 1.7080 acres.

[Exhibit 15—CAD Map of O'Rourke Lots.]

79. The Park Board is willing to post a bond. Defendants' risk of suffering any damage because of the issuance of the TRO requested herein is minimal because there is little to no chance that Defendants own the public beach. Accordingly, the Park Board requests that the bond it is required to post to support the TRO be in a minimal amount, not to exceed \$500.

XIII. REQUEST FOR TEMPORARY INJUNCTION

80. In asserting its request for a temporary injunction, Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs.

81. As a direct and proximate result of Defendants conduct, as described above, Plaintiff has suffered damages and will continue to be subjected to irreparable harm and damage. Unless

the TRO issued by this Court is continued in effect as a Temporary Injunction, the Defendants will continue to harm the Park Board.

82. The Park Board, therefore, requests that the provisions of the TRO be carried forward in effect throughout the proceedings in this action as a temporary injunction pursuant to Texas Rules of Civil Procedure 680, et. seq. and that a writ of injunction be issued from the Clerk of this Honorable Court to that effect.

83. Plaintiff avers that its bond to be posted pursuant to Rule 684 should be minimal.

XIV. REQUEST FOR RELIEF

84. FOR THESE REASONS, the Park Board request the following relief:

- a. A temporary restraining order;
- b. A temporary injunction;
- c. A declaratory judgment;
- d. Economic and actual damages;
- e. Prejudgment interest;
- f. Post judgment interest;
- g. Attorney's fees;
- h. Court costs; and
- i. All other relief in law or equity to which the Park Board is justly entitled.

Respectfully submitted,

MILLS SHIRLEY L.L.P.

2228 Mechanic St., Suite 400

Galveston, TX 77550

Phone/Fax: 409.761.4001

By: 

Robert E. Booth

Texas Bar No. 24040546

rbooth@millsshirley.com

Carla Cotropia

Texas Bar No. 04858700

ccotropia@millsshirley.com

ATTORNEYS FOR PLAINTIFF

**THE CITY OF GALVESTON PARK
BOARD OF TRUSTEES**

VERIFICATION

STATE OF TEXAS

§

§

COUNTY OF GALVESTON

§

“My name is KELLY DE SCHAUN, I am over the age of 18, have never been convicted of a felony or a crime of moral turpitude, I am fully competent to make this affidavit, and the matters set forth in this affidavit are based upon my personal knowledge and are true and correct.

I am a CEO and custodian of records of the Galveston Park Board.

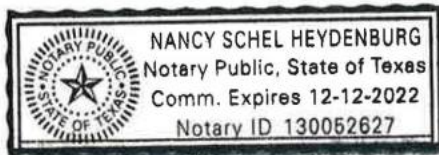
I have read the answers in the foregoing Plaintiff Galveston Park Board's Verified Original Petition, Application for Temporary Restraining Order and Request for Temporary Injunction.

The facts stated in section VIII—Facts are true and correct and are within my personal knowledge or are based on information obtained from other persons.

The Exhibits identified in Section VII—Exhibits are either true and correct copies of the records public records or business records which were: (1) made at or near the time of the event; (2) made by or from information transmitted by a person with knowledge, (3) kept in the ordinary course of a regularly conducted business activity; and (4) was a regular practice of that business or organization to make such a record.”


KELLY DE SCHAUN

SUBSCRIBED AND SWORN TO before me by the said KELLY DE SCHAUN on this
5th day of August 2022.


Notary Public in and for the
State of Texas



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

Surveying Division
Coastal Boundary Survey Approval

Project: Galveston Seawall BUDM West of 61st to 103rd Street

Project No: SL20150012 (GLO); CEPRA 1609

Project Manager: Kevin Frenzel (GLO), CEPRA Manager

Surveyor: Stephen C. Blaskey, Licensed State Land Surveyor

Description: A Coastal Boundary Survey, dated January 31, 2015, by Stephen C. Blaskey, Licensed State Land Surveyor, delineating the littoral boundary line of the Gulf of Mexico and the Edward Hall and Levi Jones Survey, A-121, same line being the western boundary of Submerged Land Tracts 230, 231/North310 and 241. The survey is required under Section 33.136 Texas Natural Resources Code for a proposed beach nourishment project to be completed under authority of Texas General Land Office Lease No SL20150012 and Coastal Erosion Planning and Response Act (CEPRA) Project No. 1609. The surveyed line is situated along the seaward edge of the granite rip-rap in front of the Galveston Seawall [N29.254251°, W94.847593° (29°15'15.31" 94°50'51.34"), WGS84], extending from 61st Street westward to the end of said seawall.

A Coastal Boundary Survey for the above-referenced project has been reviewed and accepted; upon completion of public notice requirements, the survey will be filed in the Texas General Land Office, Archives and Records, in accordance with provisions of the *Texas Natural Resources Code*, Chapter 33.136.

Approved:

Signed:

David A. Lyle
Surveying Division

May 12, 2015
Date

Approval Filed as:

Tex.Nat.Res.Code Article 33.136 Galveston County, Sketch No. 77

1700 North Congress Avenue, Austin, Texas 78701-1495
P.O. Box 12873, Austin, Texas 78711-2873
512-463-5001 glo.texas.gov

Texas Register

AGENCY General Land Office

ISSUE 06/26/2015

ACTION Miscellaneous

Notice of Approval of Coastal Boundary Survey

Pursuant to §33.136 of the Texas Natural Resources Code, notice is hereby given that George P. Bush, Commissioner of the General Land Office, approved a coastal boundary survey described as follows:

A Coastal Boundary Survey, dated January 31, 2015, by Stephen C. Blaskey, Licensed State Land Surveyor, delineating the littoral boundary line of the Gulf of Mexico and the Edward Hall and Levi Jones Survey, A-121, same line being the western boundary of Submerged Land Tracts 230, 231/North 310 and 241. The survey is required under §33.136 Texas Natural Resources Code for a proposed beach nourishment project to be completed under authority of Texas General Land Office Lease No SL20150012 and Coastal Erosion Planning and Response Act (CEPRA) Project No. 1609. The surveyed line is situated along the seaward edge of the granite riprap in front of the Galveston Seawall [N29.254251°, W94.847593° (29°15'15.31" 94°50'51.34"), WGS84], extending from 61st Street westward to the end of said seawall.

This survey is intended to provide pre-project baseline information related to an erosion response activity on coastal public lands. An owner of uplands adjoining the project area is entitled to continue to exercise littoral rights possessed prior to the commencement of the erosion response activity, but may not claim any additional land as a result of accretion, reliction, or avulsion resulting from the erosion response activity.

For a copy of this survey or more information on this matter, contact Bill O'Hara, Director of the Survey Division, Texas General Land Office by phone at (512) 463-5212, email bill.o'hara@glo.texas.gov, or fax (512) 463-5223.

TRD-201502294

Anne L. Idsal

Chief Clerk

General Land Office

Filed: June 16, 2015

[Next Page](#)[Previous Page](#)[Re-Query Register](#)[Back to List of Records](#)[HOME](#) | [TEXAS REGISTER](#) | [TEXAS ADMINISTRATIVE CODE](#) | [OPEN MEETINGS](#)

55451

THE STATE OF TEXAS, |
COUNTY OF GALVESTON, |

KNOW ALL MEN BY THESE PRESENTS, that we, Frances D. Maceo, a widow, of Galveston County, Texas, Individually, Frances D. Maceo and Sam Serio, of Galveston County, Texas, as Co-Independent Executors of the Estate of Rosario Maceo, Deceased, and as Co-Trustees of the Trust created under the Will of Rosario Maceo, Deceased, Edna S. Plitt, of Chicago, Cook County, Illinois, the wife of Henry G. Plitt, Edna S. Plitt, of Chicago, Cook County, Illinois, as Independent Co-Executrix of the Estate of Sam Maceo, Deceased, Sam Serio, of Galveston County, Texas, as Independent Co-Executor of the Estate of Sam Maceo, Deceased, and as a Trustee who has refused to act under the Trust created by the Will of Sam Maceo, Deceased, and who has filed written refusal to act with the County Judge of Galveston County, Texas, in which he designated Henry G. Plitt as successor Co-Trustee of said Trust, Henry G. Plitt of the City of Chicago, County of Cook, State of Illinois, as Successor-Trustee of the several trusts created in the Will of Sam Maceo, Deceased, Vincent A. Maceo, as Substitute Independent Executor of the Estate of Frank Maceo, Deceased, of Galveston County, Texas, Katie L. Maceo, a widow, of Galveston County, Texas, Individually and as life tenant with right of disposition under the Will of the said Frank Maceo, Deceased, O. E. Voigt, of Galveston County, Texas, Vic C. Maceo, of Galveston County, Texas, Sam Serio of Galveston County, Texas, and Vincent A. Maceo, of Galveston County, Texas, for and in consideration of the conveyance by each other, as Grantors, to Gulf Properties, a partnership, of Galveston County, Texas, consisting of all of Grantors, as partners, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto Gulf Properties, a partnership, of Galveston County, Texas, the following described real and personal property

RECORDED
1933 MAY 109

FIRST TRACT: The North One-half (1/2) of Lots Six (6) and Seven (7) in Block Five Hundred Sixty-three (563), in the City and County of Galveston, Texas, together with all improvements thereon.

SECOND TRACT: The North Thirty-eight (38') Feet Six (6") Inches of the South Seventy-eight (78') Feet Six (6") Inches of Lots Six (6) and Seven (7) in Block Five Hundred Three (503) in the City and County of Galveston, State of Texas, together with all improvements thereon, the conveyance of this Tract is expressly made and accepted subject to the assumption by the Grantees herein of the payment of that certain note secured by this property and the lien thereon, and further subject to the burdens and benefits to that certain lease of this property.

THIRD TRACT: The North Forty-eight (48') Feet of the South Seventy (70') Feet of the Northeast Quarter (1/4) of the Southeast Block of Outlot Ninety-two (92), in the City and County of Galveston, Texas, together with all improvements thereon.

FOURTH TRACT: The South Twelve (12') Feet of the South Seventy (70') Feet of the Northeast Quarter (1/4) of the Southeast Block of Outlot Ninety-two (92), together with the North Ten (10') Feet, being the North One-half (1/2) of the unopened alley adjoining said Twelve (12') Feet to the South, also in the Northeast Quarter (1/4) of the Southeast Block of Outlot Ninety-two (92), together with all improvements on all of said property, according to the map or plat of the City of Galveston, now in common use, being a part of the same property conveyed to Rosario Maceo by Virgil Franceschi and wife, Camille Franceschi, by General Warranty Deed dated June 1, 1931, recorded in Book 469, Pages 285 and 286, inclusive, in the Records of the County Clerk of Galveston County, Texas.

FIFTH TRACT: The Southeast Quarter (1/4) of Outlot Forty-eight (48), the Northwest Quarter (1/4) of Outlot Forty-nine (49), the Northeast Quarter (1/4) of Outlot Forty-nine (49), the Northeast Quarter (1/4) of Outlot Seventy-two (72) and the Northwest Quarter (1/4) of Outlot Seventy-three (73), in the City and County of Galveston, Texas, together with all improvements thereon.

DEED
BOOK 1939 PAGE 110

The conveyance of this Tract is made subject to all existing highways, roads, streets and alleys, pole lines, pipelines, and sewer lines upon, over or under the hereinabove described lands, and is also made subject to that easement deed, to the extent same is still in effect, from Gulf, Colorado and Santa Fe Railway Company to the County of Galveston, dated January 21, 1936, for right of way for beach groin over and across Lot Seven (7) of the Northwest Quarter (1/4) of Outlot Seventy-three (73).

SIXTH TRACT: All of the Southeast Quarter (1/4) of Outlot One Hundred Sixty-one (161) in the City and County of Galveston, Texas, being the same property conveyed to Jacob Theodore Alberts by John Stephenson by General Warranty Deed dated November 30, 1917, recorded in Book 303, Page 312, of the Records of the County Clerk of Galveston County, Texas, Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13) and Fifteen (15) of the Southwest One Quarter (1/4) of Outlot One Hundred Sixty-one (161) and all of the Northeast Quarter (1/4) of Outlot One Hundred Eighty-six (186) which lies North of the North boundary line of the Galveston County Seawall and Boulevard, in the City of Galveston, all according to the map or plan of the said City of Galveston, together with all improvements thereon. The conveyance of this Tract of land is expressly made and accepted as being subject to the payment by Grantees of the promissory note secured by this property, and the lien thereby created, and the burden of paying such is hereby accepted by said Grantees, and the assumption by Grantees of the burdens and benefits of that certain lease of this property, and Grantees expressly assume such.

SEVENTH TRACT: Lots Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), and Eighteen (18) in Block One (1) of the H. M. Truehart's Addition to the City of Galveston, being a subdivision of part of Lot Forty-four (44) in Section One (1) of the Trimble and Lindsey Survey of Galveston Island, in Galveston County, Texas, according to the map or plat thereof of record in Vol. 154, Pages 542 and 543, in the Office of the County Clerk of Galveston County, Texas, together with all improvements thereon.

DEED
BOOK 1939 PAGE 111

EIGHTH TRACT: Being parts of Lot Fifty-seven (57) and Sixty-two (62), Section One (1), Trimble & Lindsey Survey of Galveston Island, Galveston County, Texas, more particularly described by metes and bounds as follows: Beginning in the County Road at the Northeast corner of Lot Fifty-seven (57), Section One (1), Trimble & Lindsey Survey of Galveston Island; thence from said beginning point S. 25° 00' E along the East line of said Lot Fifty-seven (57), passing a 1-1/2 inch by 1-1/2 inch pine stake in a fence line along the South bank of Greens Bayou; thence S 48° 01' W. along a fence line along the South bank of Greens Bayou 742.4 feet to a 1-1/2 inch by 1-1/2 inch pine stake in said fence line and on the West line of Lot 62; thence N 25° 00' W. along the West line of Lot 62, Section One (1), Trimble and Lindsey Survey of Galveston Island, passing a 1-1/2 inch by 1-1/2 inch pine stake at 656.1 feet, 690.5 feet to the Northwest corner of Lot 62 in the Galveston County Road; thence N 65° 00' E. along the North line of Lots 62 and 57 for 710.0 feet to the place of beginning, said Tract containing a total of 9.49 acres of which 0.57 acres is occupied by Galveston County Road and 0.63 acres is included in the designate road between Lots 57 and 62, leaving a net acreage of 8.29 acres; it being expressly stipulated that only said net acreage is intended to be conveyed by this instrument, and that said designated road and said County Road are both excepted from this conveyance, together with all improvements thereon, being the same land conveyed by Frank H. Pfister and wife, Belle Pfister, to V. J. Fertitta, by deed dated the 31st day of January, 1929, recorded in Book Four Hundred Twenty-nine (429), Pages Two Hundred Forty-two (242) and Two Hundred Forty-three (243), Deed Records of Galveston County, Texas.

NINTH TRACT: Parts of Lots Twenty-one (21) and Forty (40) in Section One (1) of the Trimble & Lindsey Survey of Galveston Island, Galveston County, Texas, together with all improvements thereon; particularly described as follows: Commencing in the East boundary line of said Lot Forty (40) at a stake Two Hundred Sixty-four (264) yards from the Northeast corner of said Lot; thence West and parallel with the North boundary line of said Lot 36-2/3 yards to a stake; thence

DEED
BOOK 1939 PAGE 112

South and parallel with the West boundary to the Gulf of Mexico; thence along the Gulf of Mexico to a stake due East and distant from the East boundary line of said Lot 36-2/3 yards; thence North and parallel with the East boundary line to a stake due East and distant from the place of beginning 36-2/3 yards; thence West 36-2/3 yards to the place of beginning; save and except that portion of the above described property that was conveyed to the County of Galveston for Seawall purposes by Deed of record in Volume Three Hundred Ninety-one (391), Page One Hundred Forty-one (141), in the Deed Records of Galveston County, Texas, together with all improvements thereon; being the same property conveyed by J. H. Nill and wife, Beryl W. Nill to D. D. Alexander by General Warranty Deed dated March 28, 1936, recorded in Book Five Hundred Eleven (511), Pages Four Hundred Sixty-two (462) and Four Hundred Sixty-three (463) in the Deed Records of Galveston County, Texas.

TENTH TRACT: All of Lot One Hundred One (101), Section One (1) of the Trimble & Lindsey Survey of Galveston Island, Galveston County, Texas, lying South of the South boundary line of the Galveston County Seawall Boulevard, together with all improvements thereon.

ELEVENTH TRACT: All of Lot One Hundred Forty (140) and all of the East One-half (1/2) of Lot One Hundred Fifty-one (151) in Section One (1) of the Trimble & Lindsey Survey of Galveston Island, Galveston County, Texas, that lies South of the South boundary line of the Galveston County Seawall and Boulevard, together with all improvements thereon.

TWELFTH TRACT: All of Lot One Hundred Eighty-three (183) in Section One (1) of the Trimble & Lindsey Survey of Galveston Island, Galveston County, Texas, save and except for that portion thereof previously conveyed and occupied by the Galveston County Seawall and Boulevard, in the City of Galveston, Texas, but such conveyance includes all reversionary interests and easements retained in such conveyance, together with all improvements thereon.

DEED
BOOK 1939 PAGE 113

THIRTEENTH TRACT: An undivided three-fourths (3/4)

interest in and to all that part of Lot Nineteen (19) of the Subdivision of that part of the S.C. Bundick League that lies Southwest of the G. H. & H. Railroad, and being all of said Lot Nineteen (19) that lies Northeasterly of U.S. Highway Number 75 and Southerly of State Highway Number 146, in Galveston County, Texas, together with all improvements thereon; this being the same property conveyed to Joe Salvatto, Jr. by Deed dated June 16, 1949 from Walter S. Davis, Jr. and Catherine Davis Gauss, joined by her husband, D. Christian Gauss, and recorded in Vol. 813, Pages 517 and 518 of the Deed Records in Galveston County, Texas, to which deed reference is here made for all purposes.

DEED
BOOK 1939 PAGE 114

This conveyance is made subject to a reservation of all of the oil, gas and other minerals in, on and under the foregoing described land retained in the said Deed from the said Walter S. Davis, Jr., et al to Joe Salvatto, Jr.

FOURTEENTH TRACT: That certain strip or tract of land extending in the Northwesterly and Southeasterly direction entirely across that certain North Forty-five and Eighty-three (45.83) One Hundredths acre tract of ground first described in the report of Commissioners set out in the Decree approving said report in Cause No. 37,128, styled "Johanna M. Leonard, et al vs. Ada H. Edmundson, et al", entered and approved July 27, 1921, and recorded in Vol. 331, Pages 528 to 530, inclusive, in Galveston County Deed Records, which said tract was in said Order and Decree of Partition set aside and allotted to Johanna M. Leonard as her separate estate and to Adeline Margaret Leonard, C. W. K. Leonard and Mary Josephine Leonard, and being all of said strip across said Tract lying between the Southerly boundary line of State Highway Number 38 and the Northerly boundary line of the G.C. & S. F. Railway Right-of-Way, all in Galveston County, Texas, together with all improvements thereon.

FIFTEENTH TRACT: A Tract of land One Hundred Sixty-five (165') Feet wide by Three Hundred Eighty-five (385') Feet long out of Section Twenty-seven (27) of the I & GN Survey of Galveston County, Texas, together with all improvements thereon; being the same property conveyed by Gertrude Winton, a widow, to D. D. Alexander, by General Warranty Deed dated August 9, 1937, recorded in Book 553, Pages 510 and 511, in the Deed records of Galveston County, Texas, to which deed reference is here made for particulars, metes and bounds descriptions, etc.

SIXTEENTH TRACT: The surface only of all that part of Lots Five (5), Six (6) and Seven (7), Block One (1), Division "N" that lies Southwesterly of U. S. Highway Number 75 (deed reference to Highway, Book 757, Page 571) in the S. F. Austin League Number 3, on Clear Creek, in Galveston County, Texas, according to Plat of said Subdivision of record in Vol. 238, Page 18 in the Office of the County Clerk of Galveston County, Texas, together with all improvements thereon.

SEVENTEENTH TRACT: An undivided Three-fourths (3/4) interest in a Tract of land Fifty (50') Feet wide by Three Hundred Feet (300') Feet long out of Lot Number Two (2) in Subdivision "A", League City, Texas, a Subdivision of a part of the S. F. Austin and M. Muldoon Grants of land in Galveston County, Texas, together with all improvements thereon; being the same property conveyed by Joe Salvatto, Jr. to Frank Maceo by General Warranty Deed dated the 2nd day of September, 1936, recorded in Book 519, Page 417, in the Deed Records of Galveston County, Texas, to which reference is here made for particulars, metes and bounds descriptions, etc.

EIGHTEENTH TRACT: An undivided Five-sixth (5/6th) interest in Lot Seven (7), Eight (8), Twenty-one (21), Twenty-Two (22), Thirty-five (35) and Thirty-Six (36) in Subdivision of Chas. W. L'Hommiedieu Survey in Galveston County, Texas, according to map of said Subdivision of record in Book 91, Page 207, in the Office of the County Clerk of Galveston County, Texas, together with all improvements thereon.

NINETEENTH TRACT: An undivided three-fourths (3/4) interest in Lots Thirty-five (35), Thirty-seven (37), Fifty-seven (57) and Fifty-eight (58) in Mainland Homestead, a Subdivision of the North One-half (1/2) of the John Hannah Six Hundred (600) acre Tract, in the West One-half (1/2)

DEED
BOOK 1939 PAGE 115

of the S. F. Austin League Survey No. 4, in Galveston County, Texas, according to map or plat of said Mainland Homesteads, of record in Vol. 254-A, Page 50, in the Office of the County Clerk of Galveston County, Texas, together with all improvements thereon.

This conveyance is made subject to royalty reservation appearing in instrument of record in Vol. 663, Page 356, in the Office of the County Clerk of Galveston County, Texas, and the Right-of-Way conveyance in Vol. 407, Page 6, in said County Clerk's records.

DEED
BOOK 1939 PAGE 116

TWENTIETH TRACT: The South Ten (10') Feet of Lot Two (2) and all of Lots Three (3), Four (4), Five (5) and Six (6) in Roadside Addition, a Subdivision of Lots Two (2) and Five (5) in Block Four (4) in C. Kohfeldt Subdivision of the James Smith Survey, Galveston County, Texas, according to the map of said Roadside Subdivision of record in Vol. 254-A, Page 56, of the Galveston County Records, together with all improvements thereon.

TWENTY-FIRST TRACT: An undivided three-fourths (3/4) interest in Lots One (1), Forty-two (42) and Forty-three (43), Block Twenty-six (26), Clifton-by-the-Sea Subdivision out of the Edward Payne Survey in Galveston County, Texas, according to the map of said Clifton-by-the-Sea Subdivision of record in Vol. 254, Page 61, of the Map Records of Galveston County, Texas, together with all improvements thereon.

TWENTY-SECOND TRACT: Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9) and Ten (10) in Block Sixteen (16), in the Town of Kemah, formerly Evergreen M. Gouldrich Survey, in the County of Galveston, State of Texas, according to the map or plan of said Town of Kemah of record in Book 204, Page 258, in the records of the County Clerk of Galveston County, Texas, together with all improvements thereon.

TWENTY-THIRD TRACT: An undivided one-half (1/2) of an undivided three-fourths (3/4) of all oil, gas, mineral and royalty interest, including all leasehold or working interest, together with all privileges enjoyed by Grantor, whether by Deed, Lease or otherwise, in and to Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15) and Thirty-six (36) in Mainland Homestead, a Subdivision of the North One-half (1/2) of the John Hannah Six Hundred

(600) acre tract, in the S. F. Austin League Survey No. 4, in Galveston County, Texas, according to the map of said Mainland Homestead, of record in Vol. 254-A, Page 50, in the Office of the County Clerk of Galveston County, Texas.

TWENTY-FOURTH TRACT: An undivided One-half (1/2) of all of the oil, gas, mineral and royalty interest, including all leasehold or working interest, together with all privileges enjoyed by Grantor, whether by Deed, Lease or otherwise, in and to Lot Number One Hundred Sixty-eight (168) in Section One (1) of the Trimble & Lindsey Survey of Galveston Island, Galveston County, Texas, formerly known as the I. G. John Homestead, containing Ten (10) acres more or less, and being the same land conveyed by H. C. Thorman to Sam Friedman by Deed recorded in Vol. 273, Pages 274 and 275, Deed Records of Galveston County, Texas, to which Deed reference is here made for a more particular description.

TWENTY-FIFTH TRACT: An undivided one-half (1/2) of all of the oil, gas, mineral and royalty interest, including all leasehold or working interest, together with all privileges enjoyed by Grantor, whether by Deed, Lease or otherwise, in and to Blocks Sixty-two (62), Seventy-One (71) and Eighty-Two (82) in Flake's Addition to the town of Hitchcock, Galveston County, Texas, as shown by map recorded in Book 105, Page 24, of the Deed records of Galveston County, Texas, to which reference is here made.

TWENTY-SIXTH TRACT: An undivided one-half (1/2) of an undivided three-fourths (3/4) of all oil, gas, mineral and royalty interest, including all leasehold or working interest, together with all privileges enjoyed by Grantor, whether by Deed, Lease or otherwise, in and to Outlot One Hundred Thirty-one (131) and that part of Outlot numbered One Hundred Thirty-seven (137), lying North of the Dickinson-Alta Loma County Road, as it existed on May 1, 1946, in Addition "D" to the town of Dickinson, as per map or plat of said Addition "D" to the Town of Dickinson recorded in the Deed records of Galveston County, Texas, and being the same property conveyed by Joe Salvato, Jr. to Gulf Properties, Inc. by instrument of record in Vol. 713, Pages 549 and 550, in the records of the County Clerk of Galveston County, Texas, to which reference is here made.

DEED
BOOK 1939 PAGE 117

TO HAVE AND TO HOLD the above described premises, and together with all and singular the hereditaments, rights and interest thereto belonging unto Gulf Properties, a partnership, its successors and assigns forever; and Grantors, to the extent of their respective interests in all herein conveyed, do hereby agree to Warrant and Forever Defend, all and singular, the said premises unto the said Gulf Properties, a partnership, its successors and assigns forever.

Executed this 3rd day of January, 1968.

Frances D. Maceo
Frances D. Maceo, Individually and as an Independent Co-Executor of the Estate of Rosario Maceo, Deceased, and as a Trustee under the Trust created by the Will of Rosario Maceo, Deceased

Sam Serio
Sam Serio, as an Independent Co-Executor of the Estate of Rosario Maceo, Deceased, and as a Trustee under the Trust created by the Will of Rosario Maceo, Deceased

Edna S. Plitt
Edna S. Plitt, Individually and as an Independent Co-Executrix of the Estate of Sam Maceo, Deceased, and as a Co-Trustee under the Trusts created under the Will of Sam Maceo, Deceased

Sam Serio
Sam Serio, as Independent Co-Executor of the Estate of Sam Maceo, Deceased, and as a Trustee who has refused to act under the Trust created by the Will of Sam Maceo, Deceased, and who has filed written refusal to act with the County Judge of Galveston County, Texas, in which he designated Henry G. Plitt as successor Co-Trustee of said Trust

Henry G. Plitt
Henry G. Plitt, as Successor Co-Trustee of the Trusts created under the Will of Sam Maceo, Deceased

ESTATE OF FRANK MACEO, DECEASED

By Vincent A. Maceo
Vincent A. Maceo, Substitute Independent Executor

FILED
JAN 1968
118

Katie L. Maceo
Katie L. Maceo, Individually and as
life tenant with right of disposition
under the Will of Frank Maceo, Deceased

O. E. Voigt
O. E. Voigt

Vic C. Maceo
Vic C. Maceo

Vincent A. Maceo
Vincent A. Maceo

Sam Serio
Sam Serio

RECEIVED
BOD 1939 PAGE 119

THE STATE OF TEXAS, {
COUNTY OF GALVESTON. {

BEFORE ME, the undersigned authority, on this day personally appeared Frances D. Maceo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office, this the 3rd day of Jan, 1968.

Andrew S. Albergus
Notary Public in and for
Galveston County, Texas

THE STATE OF TEXAS, {
COUNTY OF GALVESTON. {

BOOK 1939 PAGE 120

BEFORE ME, the undersigned authority, on this day personally appeared Sam Serio, 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, and in the capacities therein stated.

Given under my hand and seal of office, this the 3rd day of Jan, 1968.

Andrew S. Albergus
Notary Public in and for
Galveston County, Texas

THE STATE OF ILLINOIS, {
COUNTY OF COOK, {

BEFORE ME, the undersigned authority, on this day personally appeared Edna S. Plitt, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office, this the 5th day of January, 1968.

Jay S. Melnick
Notary Public in and for
Cook County, Illinois

THE STATE OF TEXAS, {
COUNTY OF GALVESTON. {

BEFORE ME, the undersigned authority, on this day personally appeared Vic C. Maceo, 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 3rd day of Jan, 1968.

Andrew S. Albergus
Notary Public in and for
Galveston County, Texas

THE STATE OF ILLINOIS, {

COUNTY OF COOK, {

BEFORE ME, the undersigned authority, on this day personally appeared Henry G. Plitt, 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, and in the capacity therein stated.

Given under my hand and seal of office, this the 5th day of January, 1968.

Lucy S. Halnick
Notary Public in and for
Cook County, Illinois

THE STATE OF TEXAS, {

COUNTY OF GALVESTON, {

BEFORE ME, the undersigned authority, on this day personally appeared Vincent A. Maceo, 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, and in the capacities therein stated.

Given under my hand and seal of office, this the 3rd day of Jan., 1968.

Andrew S. Alberg
Notary Public in and for
Galveston County, Texas

THE STATE OF TEXAS, {

COUNTY OF GALVESTON, {

BEFORE ME, the undersigned authority, on this day personally appeared Katie L. Maceo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

Given under my hand and seal of office, this the 3rd day of Jan., 1968.

Andrew S. Alberg
Notary Public in and for
Galveston County, Texas

THE STATE OF TEXAS, {

COUNTY OF GALVESTON, {

BEFORE ME, the undersigned authority, on this day personally appeared O. E. Voigt, 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 3rd day of Jan., 1968.

Andrew S. Alberg
Notary Public in and for
Galveston County, Texas

FILED FOR RECORD
at 12:05 o'clock P.M.
MAR 26 1968
GERTRUDE McKENNA
CLERK CO. CL. GALVESTON COUNTY, TEXAS
Gertrude McKenna

DEED

BOOK 1939 PAGE 122

STATE OF TEXAS COUNTY OF GALVESTON
I hereby certify that this instrument was filed on the
date and time stamped herein by me and was duly recorded
in the volume and page of the named records of Galveston
County, Texas as stamped herein by me.



MAR 26 1968
Gertrude McKenna
COUNTY CLERK, Galveston County, Texas



Comptroller
of Public
Accounts
FORM

05-102
(Rev. 9-15/33)

Texas Franchise Tax Public Information Report

To be filed by Corporations, Limited Liability Companies (LLC), Limited Partnerships (LP),
Professional Associations (PA) and Financial Institutions

■ Tcode 13196 Franchise

■ Taxpayer number

7 4 6 1 2 5 4 5 7

■ Report year

2 0 2 1

You have certain rights under Chapter 552 and 559,
Government Code, to review, request and correct information
we have on file about you. Contact us at 1-800-252-1381.

Taxpayer name GGPM, LLC		<input checked="" type="checkbox"/> Blacken circle if the mailing address has changed.	
Mailing address P. O. BOX 329		Secretary of State (SOS) file number or Comptroller file number	
City GALVESTON	State TX	ZIP code plus 4 77553	3204745470

☐ Blacken circle if there are currently no changes from previous year; if no information is displayed, complete the applicable information in Sections A, B and C.

Principal office 6511 STEWART ROAD, SUITE B, GALVESTON, TX 77551
Principal place of business 6511 STEWART ROAD, SUITE B, GALVESTON, TX 77551

You must report officer, director, member, general partner and manager information as of the date you complete this report.

Please sign below!

This report must be signed to satisfy franchise tax requirements.



1000000000000

SECTION A Name, title and mailing address of each officer, director, member, general partner or manager.

Name MARY A MARTINI	Title MANAGER	Director <input type="radio"/> YES	Term expiration	m m d d y y
Mailing address P. O. BOX 329	City GALVESTON	State TX	ZIP Code 77553	
Name VIVIAN RENFROW	Title MANAGER	Director <input type="radio"/> YES	Term expiration	m m d d y y
Mailing address P. O. BOX 329	City GALVESTON	State TX	ZIP Code 77553	
Name JO FRANCES TURVEY	Title MANAGER	Director <input type="radio"/> YES	Term expiration	m m d d y y
Mailing address P. O. BOX 329	City GALVESTON	State TX	ZIP Code 77553	

SECTION B Enter information for each corporation, LLC, LP, PA or financial institution, if any, in which this entity owns an interest of 10 percent or more.

Name of owned (subsidiary) corporation, LLC, LP, PA or financial institution NONE	State of formation	Texas SOS file number, if any	Percentage of ownership
Name of owned (subsidiary) corporation, LLC, LP, PA or financial institution	State of formation	Texas SOS file number, if any	Percentage of ownership

SECTION C Enter information for each corporation, LLC, LP, PA or financial institution, if any, that owns an interest of 10 percent or more in this entity.

Name of owned (parent) corporation, LLC, LP, PA or financial institution NONE	State of formation	Texas SOS file number, if any	Percentage of ownership
---	--------------------	-------------------------------	-------------------------

Registered agent and registered office currently on file (see instructions if you need to make changes)		You must make a filing with the Secretary of State to change registered agent, registered office or general partner information.	
Agent: KIMBERLY A BARTLEY	Office: 15150 MIDDLEBROOK DR.	City HOUSTON	State TX
		ZIP Code 77058	

The information on this form is required by Section 171.203 of the Tax Code for each corporation, LLC, LP, PA or financial institution that files a Texas Franchise Tax Report. Use additional sheets for Sections A, B and C, if necessary. The information will be available for public inspection.

I declare that the information in this document and any attachments is true and correct to the best of my knowledge and belief, as of the date below, and that a copy of this report has been mailed to each person named in this report who is an officer, director, member, general partner or manager and who is not currently employed by this or a related corporation, LLC, LP, PA or financial institution.

sign here <i>Vivian Rengrow</i>	Title <i>Manager</i>	Date 08/01/2021	Area code and phone number (409) 744-5973
---------------------------------	-------------------------	---------------------------	---

Texas Comptroller Official Use Only

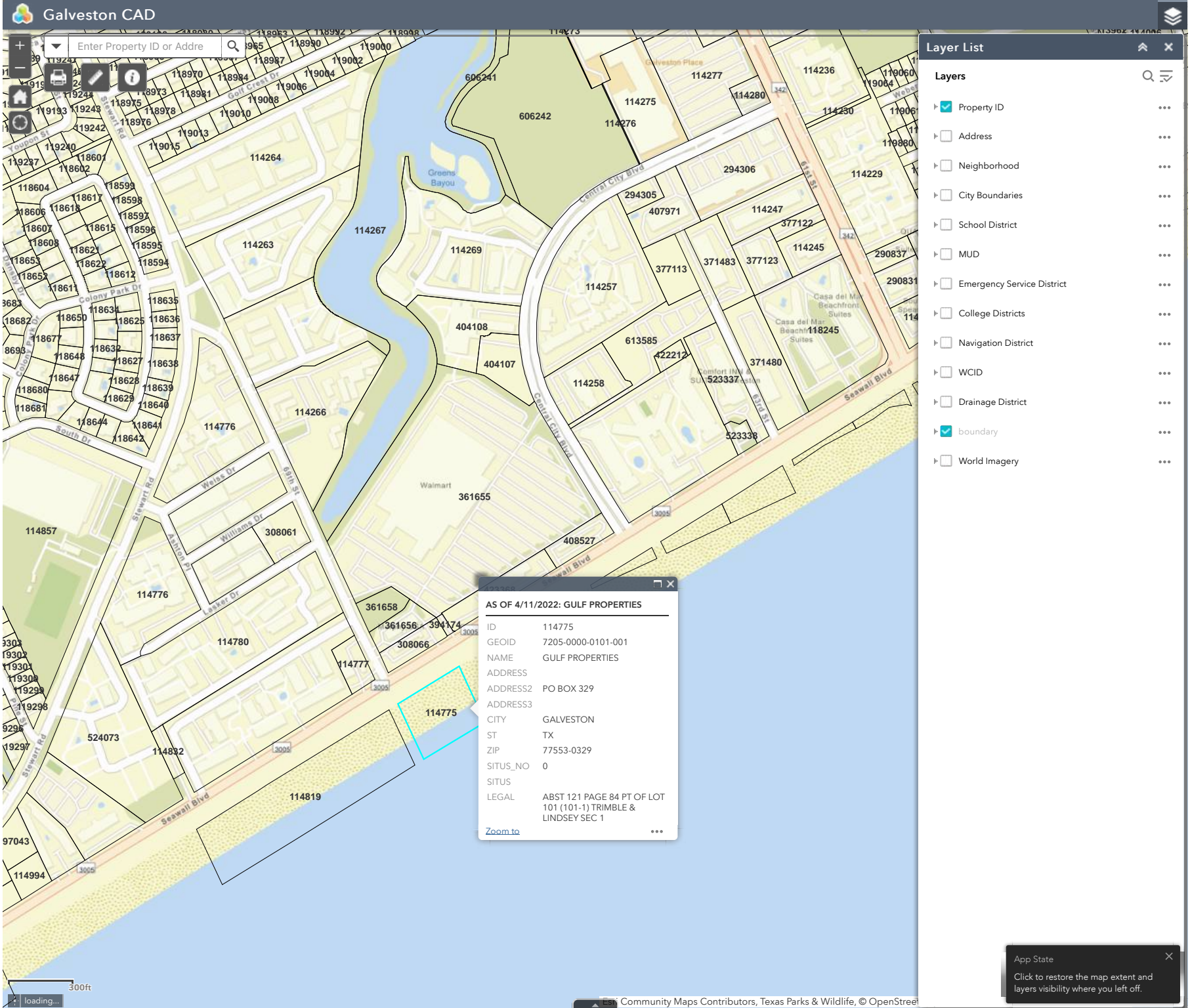
VE/DE

☐

PIR IND

☐







TEXAS GENERAL LAND OFFICE
COASTAL SURFACE LEASE NO. SL 20150012

STATE OF TEXAS

COUNTY OF GALVESTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

This Coastal Surface Lease SL 20150012, ("Lease"), is granted by virtue of the authority granted in Section 51.121, et seq., TEX. NAT. RES. CODE ANN., 31 TEX. ADMIN. CODE, Chapter 13, Land Resources, et seq., and all other applicable statutes and rules, as the same may be amended from time to time, and is subject to all applicable regulations promulgated from time to time.

ARTICLE I. PARTIES

1.01. In consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the STATE OF TEXAS, acting by and through the Commissioner of the General Land Office, on behalf of the Permanent School Fund of the State of Texas (the "State"), hereby grants to Galveston Park Board of Trustees, whose address is 601 Tremont St., Galveston, TX, 77550-1986, (409) 797-5141 ("Lessee"), the right to use the surface estate of certain Permanent School Fund land (the "Leased Premises") for the purposes identified in Article V below.

ARTICLE II. PREMISES

2.01. The Leased Premises is described below and further described or depicted on Exhibit A, attached hereto and collectively incorporated by reference for all purposes:

State-owned real property along the Galveston Seawall from 61st Street, beginning at a point at which the current line of mean high tide intersects the rock rip-rap at the base of the Seawall, as depicted in a Coastal Boundary Survey performed by a Licensed State Land Surveyor under Article V, Section 5.09(9), to the western terminus of the Seawall, consisting of portions of State Tracts 230-S, 231-S, 241-S, and 243-S in the Gulf of Mexico, Galveston County.

2.02. **LESSEE HAS INSPECTED THE PHYSICAL AND TOPOGRAPHIC CONDITION OF THE LEASED PREMISES AND ACCEPTS SAME "AS IS" IN ITS EXISTING PHYSICAL AND TOPOGRAPHIC CONDITION. LESSEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY OF THE STATE REGARDING ANY ASPECT OF THE PREMISES, BUT IS RELYING ON LESSEE'S OWN INSPECTION OF THE PREMISES. THE STATE DISCLAIMS ANY AND ALL WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, AND ANY OTHER WARRANTY WHATSOEVER NOT EXPRESSLY SET FORTH IN THIS LEASE. THE STATE AND LESSEE HEREBY AGREE AND ACKNOWLEDGE THAT THE USE OF THE TERMS "GRANT" AND/OR "CONVEY" IN NO WAY IMPLIES THAT THIS LEASE OR THE LEASED PREMISES ARE FREE OF LIENS, ENCUMBRANCES AND/OR PRIOR RIGHTS. LESSEE IS HEREBY PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCES MAY BE OF RECORD AND LESSEE IS ADVISED TO EXAMINE ALL RECORDS OF THE STATE AND COUNTY IN WHICH THE LEASED PREMISES ARE LOCATED. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

ARTICLE III. TERM

3.01. This Coastal Surface Lease No. SL 20150012 is for a term of twenty (20) years, commencing on February 4, 2015 and terminating on January 31, 2035, unless earlier terminated as provided herein. The State reserves the right to review, amend, cancel, or otherwise modify this Lease at any time during its term upon 30-day written notice to Lessee as prescribed in 3.01. Renewal of this Lease is at the sole discretion of the State, and no right to renew is implied or provided for herein.

ARTICLE IV. CONSIDERATION

4.01. In consideration of the mutual covenants and conditions set forth herein and the public benefits to be derived therefrom, State and Lessee acknowledge that no rental fees shall be assessed for the described use of the Leased Premises while Lessee is not in default of the terms agreed upon herein.

ARTICLE V. USE OF THE PREMISES

5.01. The Leased Premises may be used by Lessee for a beach nourishment project consisting of approximately 107.67 Acres (4,690,000 Square Feet) and for the purpose of establishing, operating, and maintaining a public recreational beach area. Lessee is authorized to deposit additional fill material consisting of beach quality sand on the Leased Premises for the term of the lease. Lessee is specifically prohibited from modifying Leased Premises, including installation of permanent structures, in any manner not authorized herein and from allowing the modification of the Leased Premises, including installation of permanent structures, by others for any purpose. Members of the public may not be excluded from the Leased Premises, which is leased for public purposes, nor may the right of the public to enter or leave the beach area be impaired.

5.02. The foregoing notwithstanding, Lessee may enter into contracts and concession or franchise agreements to promote the said public recreation purposes of this Lease. Revenues received by Lessee from such contracts or agreements shall be dedicated to and used solely for expenses directly related to the administration, improvement, or maintenance of the subject public recreational beach area or for services related to the maintenance of the public beaches, within the jurisdiction of Lessee. Lessee shall annually submit to the General Land Office PSF Income Division a certified statement by an authorized officer that the revenue generated by such contracts and agreements were spent only on expenses directly related to the administration, improvement, or maintenance of the Leased Premises or services related to the maintenance of the public beaches, within the jurisdiction of Lessee. Lessee's books, records, and papers relating to any contracts or agreements and revenues and expenses hereunder, shall be made available for inspection by the State or its representatives upon request.

5.03. Lessee shall not use, or permit the use of, the Leased Premises for any illegal purpose. Lessee will comply with, and will cause its officers, employees, agents and invitee to comply with, all applicable federal, State and local laws, ordinances and rules concerning the use of the Leased Premises.

5.04. The State reserves the exclusive right to grant easements, rights-of way and/or other grants of interest authorizing use of the Leased Premises, provided such use does not unreasonably interfere with Lessee's use thereof.

5.05. Except as provided for in 5.02, Lessee shall not grant other rights in or to the Leased Premises to any other person or entity, and any attempt to do so shall be void and of no effect and shall constitute a default by Lessee hereunder.

5.06. State reserves the right to enter upon the Leased Premises at any time with or without prior notice to Lessee to inspect the condition thereof and/or take action authorized by this Lease.

5.07. The Leased Premises are subject to prospecting, production and development of oil, gas and other minerals and other materials of commercial value by the State, its lessees, permittee, licensees or other agents, assigns or representatives. Lessee shall not interfere with such use of the Leased Premises and shall allow any lessee, permit holder, licensee or other agent, assignee or representative of the State and/or the School Land Board the right of ingress and egress over, across and through, and the use of, the Leased Premises for any and all purposes authorized by State.

5.08. Lessee may not charge State's authorized lessees, permit holders, licensees or other agents, assigns or representatives surface damages, or any other fee, for use of the Leased Premises; provided, however, the foregoing shall not limit the liability of any person or entity to Lessee for damages caused to property owned by Lessee.

5.09. Lessee's use of the Leased Premises is subject to and contingent upon compliance with the following covenants, obligations and conditions (the "Special Conditions"):

1. The nourishment project shall be conducted in a manner that is consistent with 31 Texas Administrative Code, Section §15.7(d), the City of Galveston Dune Protection, Beach Access and Erosion Protection Plan, and City of Galveston Ordinance.
2. Lessee shall use beach-quality sand that is of the same or similar grain size, mineralogy, and quality as the surrounding beach.
3. Lessee shall provide frequent photographic documentation of the construction and post-construction phases of any nourishment project on the Leased Premises to the La Porte Field Office of the General Land Office.
4. In the event of a major storm in the project area, a profile survey shall be performed and delivered to the State as soon as practicable after the passage of the storm.
5. Lessee shall move sediment to fill any eroding areas adjacent to a salient should one form in accordance with the City of Galveston Dune Protection, Beach Access and Erosion Protection Plan.
6. Lessee shall avoid disturbance to nesting waterbirds and sea turtles during the period of March 15th to September 30th.
7. Lessee will provide copies of pre-beach nourishment or post beach nourishment survey's or profiles to the State, upon request.
8. Lessee will maintain and operate the public beach in accordance with Chapter 61 of the Texas Natural Resource Code, 31 Texas Administrative Code, Section 15, and the City of Galveston Dune Protection, Beach Access and Erosion Protection Plan.
9. A coastal boundary survey will be performed in accordance with Chapter 33, Section 136 of the Texas Natural Resources Code and will be provided to the State within 30 days of execution of this Lease.

ARTICLE VI. ASSIGNMENTS

6.01. Lessee shall not assign the Leased Premises or the rights granted herein, in whole or part, to any third party for any purpose without the prior written consent of the State, which may be granted or denied in the State's sole discretion. Any unauthorized assignment shall be void and of no effect and such assignment shall not relieve Lessee of any liability for any obligation, covenant, or condition of this Lease. This provision, and the prohibition against assignment contained herein, shall survive expiration or earlier termination of this Lease. For purposes of this Lease, an assignment is any transfer, including by operation of law, to another of all or part of the property, interest or rights herein granted.

ARTICLE VII. PROTECTION OF NATURAL AND HISTORICAL RESOURCES

7.01. Lessee shall take no action on the Leased Premises which results in the discharge of any solid or liquid material. Lessee shall use the highest degree of care and all appropriate safeguards to: (i) prevent pollution of air, ground, and water in and around the Leased Premises, and (ii) to protect and preserve natural resources and wildlife habitat. Lessee shall comply with all applicable rules and regulations of the General Land Office and other governmental agencies responsible for the protection and preservation of public lands and waters. In the event of pollution or an incident that may result in pollution of the Leased Premises or adjacent property which is the result of Lessee's (or Lessee's employees, contractors, invitees and agents) acts or omissions, Lessee shall immediately notify the State, use

all means reasonably available to recapture any pollutants which have escaped or may escape, and mitigate for any and all natural resources damages caused thereby.

7.02. LESSEE IS EXPRESSLY PLACED ON NOTICE OF THE NATIONAL HISTORICAL PRESERVATION ACT OF 1966, (PB-89-66, 80 STATUTE 915; §470) AND THE ANTIQUITIES CODE OF TEXAS, CHAPTER 191, TEX. NAT. RES. CODE ANN. IN THE EVENT THAT ANY SITE, OBJECT, LOCATION, ARTIFACT OR OTHER FEATURE OF ARCHEOLOGICAL, SCIENTIFIC, EDUCATIONAL, CULTURAL OR HISTORIC INTEREST IS ENCOUNTERED DURING ANY ACTIVITY ON THE LEASED PREMISES, LESSEE WILL IMMEDIATELY CEASE SUCH ACTIVITIES AND WILL IMMEDIATELY NOTIFY STATE AND THE TEXAS HISTORICAL COMMISSION, P.O. BOX 12276, AUSTIN, TEXAS 78711, SO THAT ADEQUATE MEASURES MAY BE UNDERTAKEN TO PROTECT OR RECOVER SUCH DISCOVERIES OR FINDINGS, AS APPROPRIATE.

ARTICLE VIII. INDEMNITY

8.01. AS GOVERNMENTAL ENTITIES AND AS REQUIRED UNDER THE CONSTITUTION AND LAWS OF THE STATE OF TEXAS, EACH PARTY UNDERSTANDS THAT IT IS LIABLE FOR ANY PERSONAL INJURIES, PROPERTY DAMAGE, OR DEATH RESULTING FROM ITS ACTS OR OMISSIONS. IN THE EVENT THAT THE STATE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION ARISING OUT OF ALLEGATIONS OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE RESULTING FROM THE ACTS OR OMISSIONS OF LESSEE, AND FOR WHICH THE STATE IS LIABLE, IF AT ALL, ONLY THROUGH THE VICARIOUS LIABILITY OF LESSEE THEN, IN SUCH EVENT, LESSEE AGREES TO THE EXTENT ALLOWED BY LAW THAT IT WILL PAY, ON BEHALF OF THE STATE, ALL COSTS AND EXPENSES OF LITIGATION, INCLUDING ANY COURT COSTS, REASONABLE ATTORNEYS' FEES, FEES OF ATTORNEYS APPROVED BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL, AS WELL AS ALL AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM, ACTION, OR SUIT, INCLUDING JUDGMENT OR VERDICT, ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT. IN THE EVENT THAT LESSEE IS NAMED AS A PARTY DEFENDANT IN ANY LITIGATION SEEKING ANY DAMAGES FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH RESULTING OUT OF THE STATE'S ACTIONS OR OMISSIONS, AND LESSEE'S SOLE LIABILITY, IF ANY, IS ONLY VICARIOUSLY THROUGH THE STATE, THEN, IN SUCH EVENT, THE STATE AGREES TO THE EXTENT ALLOWED BY LAW TO PAY ANY AND ALL CLAIMS, DEMANDS, OR LOSSES, INCLUDING EXPENSES OF LITIGATION, INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS INCURRED BY LESSEE, INCLUDING ANY VERDICTS OR JUDGMENTS OR AMOUNTS PAID IN SETTLEMENT OF ANY CLAIM ARISING OUT OF, OR IN CONNECTION WITH THIS LEASE. ANY ATTORNEYS RETAINED BY LESSEE TO REPRESENT ANY INTEREST OF THE STATE MUST BE APPROVED BY THE STATE AND BY THE OFFICE OF THE TEXAS ATTORNEY GENERAL. ANY ATTORNEYS RETAINED BY THE STATE TO REPRESENT THE INTEREST OF LESSEE MUST BE APPROVED BY LESSEE.

ARTICLE IX. DEFAULT, TERMINATION AND EXPIRATION

9.01. If, following 30 days prior written notice from the State specifying a default or breach, Lessee fails to pay any money due hereunder or is in breach of any term or condition of this Lease, the State shall have the right, at its option and its sole discretion, to terminate this Lease and all rights inuring to Lessee herein by sending written notice of such termination to Lessee in accordance with ARTICLE XI of this Lease. Upon sending of such written notice, this Lease shall automatically terminate and all rights granted herein to Lessee shall revert to the State. Such termination shall not prejudice the rights of the State to collect any money due or to seek recovery on any claim arising hereunder.

9.02. If Lessee fails to remove its personal property from the Leased Premises within the time specified in Section 9.01 above, or if Lessee fails to remove improvements placed or constructed on the Leased Premises by or behalf of Lessee pursuant to a notice by the State to do so pursuant to Section 9.01. above, then State may, at its sole option, remove and dispose of such property (with no obligation to sell or otherwise maintain such property in accordance with the Uniform Commercial Code), at Lessee's sole cost and expense, or the State may elect to own such property by filing a notice of such election pursuant to Section 51.302, et seq., TEXAS NATURAL RESOURCES CODE ANNOTATED. If the State elects to remove Lessee's property and dispose of it pursuant to this section, then in such an event Lessee shall be

obligated to reimburse the State for the reasonable costs of such removal and disposal within ten (10) days of State's demand for reimbursement. **THE TERMS OF THIS SECTION SHALL SURVIVE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE.**

9.03. In addition to the above, Lessee shall pay and discharge any and all taxes, general and special assessments, and other charges which during the term of this Lease may be levied on or assessed against the Leased Premises or the Improvements constructed thereon, provided such taxes result from Lessee's use of this easement. Lessee shall pay such taxes, charges, and assessments not less than five (5) days prior to the date of delinquency thereof directly to the authority or official charged with the collection thereof. Lessee shall have the right in good faith at its sole cost and expense to contest any such taxes, charges, and assessments, and shall be obligated to pay the contested amount only if and when finally determined to be owed.

9.04. **LESSEE AGREES TO AND SHALL PROTECT AND HOLD THE STATE HARMLESS, TO THE EXTENT ALLOWED BY LAW, FROM LIABILITY FOR ANY AND ALL SUCH TAXES, CHARGES, AND ASSESSMENTS, TOGETHER WITH ANY PENALTIES AND INTEREST THEREON, AND FROM ANY SALE OR OTHER PROCEEDING TO ENFORCE PAYMENT THEREOF.**

ARTICLE X. HOLDOVER

10.01. If Lessee holds over and continues in possession of the Leased Premises after expiration or earlier termination of this Lease, Lessee will be deemed to be occupying the Leased Premises on the basis of a month-to-month tenancy subject to all of the terms and conditions of this Lease...

10.02. The tenancy from month-to-month described in Section 10.01 of this Lease may be terminated by either party upon thirty (30) days written notice to the other.

10.03. The Consideration due after notice of termination has been given is to be calculated according to Section 10.01 hereinabove on a pro rata basis.

ARTICLE XI. NOTICE

11.01. Any notice which may or shall be given under the terms of this Lease shall be in writing and shall be either delivered by hand, by facsimile, or sent by United States first class mail, adequate postage prepaid, if for the State to Director, PSF Income Division, addressed to his attention, 1700 North Congress Avenue, Austin, Texas 78701-1495, FAX: (512) 463-5304, and if for Lessee, to Galveston Park Board of Trustees, 601 Tremont St., Galveston, TX 77550-1986. Any party's address may be changed from time to time by such party by giving notice as provided above, except that the Leased Premises may not be used by Lessee as the sole notice address. No change of address of either party shall be binding on the other party until notice of such change of address is given as herein provided.

11.02. For purposes of the calculation of various time periods referred to in this Lease, notice delivered by hand shall be deemed received when delivered to the place for giving notice to a party referred to above. Notice mailed in the manner provided above shall be deemed completed upon the earlier to occur of (i) actual receipt as indicated on the signed return receipt, or (ii) three (3) days after posting as herein provided.

ARTICLE XII. INFORMATIONAL REQUIREMENTS

12.01. A. Lessee shall provide written notice to the State of any change in Lessee's name, address, corporate structure, legal status or any other information relevant to this Lease.

B. Lessee shall provide to the State any other information reasonably requested by the State in writing within fifteen (15) days following such request or such other time period approved by the State (such approval not to be unreasonable withheld).

ARTICLE XIII. MISCELLANEOUS PROVISIONS

13.01. With respect to terminology in this Lease, each number (singular or plural) shall include all numbers, and each gender (male, female or neuter) shall include all genders. If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of the Lease, but such other provisions shall continue in full force and effect.

13.02. The titles of the Articles in this Lease shall have no effect and shall neither limit nor amplify the provisions of the Lease itself. This Lease shall be binding upon and shall accrue to the benefit of the State, its successors and assigns, Lessee, Lessee's successors and assigns (or heirs, executors, administrators and assigns, as the case may be); however, this clause does not constitute a consent by the State to any assignment by Lessee, but instead refers only to those instances in which an assignment is hereafter made in strict compliance with Article VI above, or in the case of a deceased natural person Lessee, refers to the instances previously referred to in this sentence and also circumstances in which title to Lessee's interest under this Lease passes, after the demise of Lessee, pursuant to Lessee's will or the laws of intestate succession. The words "hereof," "herein," "hereunder," "hereinafter" and the like refer to this entire instrument, not just to the specific article, section or paragraph in which such words appear.

13.03. Neither acceptance of Consideration (or any portion thereof) or any other sums payable by Lessee hereunder (or any portion thereof) to the State nor failure by the State to complain of any action, non-action or default of Lessee shall constitute a waiver as to any breach of any covenant or condition of Lessee contained herein nor a waiver of any of the State's rights hereunder. Waiver by the State of any right for any default of Lessee shall not constitute a waiver of any right for either a prior or subsequent default of the same obligation or for any prior or subsequent default of any other obligation. No right or remedy of the State hereunder or covenant, duty or obligation of Lessee hereunder shall be deemed waived by the State unless such waiver be in writing, signed by a duly authorized representative of the State.

13.04. No provision of this Lease shall be construed in such a way as to constitute the State and Lessee joint ventures or co-partners or to make Lessee the agent of the State or make the State liable for the debts of Lessee.

13.05. In all instances where Lessee is required hereunder to pay any sum or do any act at a particular indicated time or within an indicated period, it is understood that time is of the essence.

13.06. Under no circumstances whatsoever shall the State ever be liable hereunder for consequential damages or special damages. The terms of this Lease shall only be binding on the State during the period of its ownership of the Leased Premises, and in the event of the transfer of such ownership interest, the State shall thereupon be released and discharged from all covenants and obligations thereafter accruing, but such covenants and obligations shall be binding during the Lease term upon each new owner for the duration of such owner's ownership.

13.07. All monetary obligations of the State and Lessee (including, without limitation, any monetary obligation for damages for any breach of the respective covenants, duties or obligations of either party hereunder) are performable exclusively in Austin, Travis County, Texas.

13.08. The obligation of Lessee to pay all Consideration and other sums hereunder provided to be paid by Lessee and the obligation of Lessee to perform Lessee's other covenants and duties under this Lease constitute independent, unconditional obligations to be performed at all times provided for hereunder, save and except only when an abatement thereof or reduction therein is expressly provided for in this Lease and not otherwise. Lessee waives and relinquishes all rights which Lessee might have to claim any nature of lien against, or withhold or deduct from or offset against, any Consideration or other sums provided hereunder to be paid to the State by Lessee. Lessee waives and relinquishes any right to assert, either as a claim or as a defense, that the State is bound to perform or is liable for the nonperformance of any implied covenant or implied duty of the Grantor not expressly set forth in this Lease.

13.09. In the event any provision of this Lease is more restrictive than any administrative rule promulgated by the General Land Office and/or the School Land Board, this Lease shall control.

ARTICLE XIV. ENTIRE AGREEMENT

14.01. This Lease, including any exhibits to the same, constitutes the entire agreement between the State and Lessee; no prior written or prior oral contemporaneous oral promises or representations shall be binding. The submission of this Lease for examination by Lessee or the State and/or execution thereof by the Lessee or the State does not constitute a reservation of or option for the Leased Premises and this Lease shall become effective only upon execution of all parties hereto and deliver of a fully executed counterpart thereof by the State to the Lessee. This Lease shall not be amended, changed or extended except by written instrument signed by both parties thereto.

IN TESTIMONY WHEREOF, witness my hand and the Seal of Office.

LESSOR:

THE STATE OF TEXAS

By: George P. Bush

GEORGE P. BUSH

Commissioner, General Land Office

Date: 1/28/15

LESSEE:

Galveston Park Board of Trustees

By: Melvin Williams

(Signature)

Melvin Williams

(Printed Name)

Chairman

(Title)

Date: January 28, 2015

APPROVED:

Contents: [Signature]

Legal: [Signature]

Deputy: [Signature]

Executive: [Signature]

ACKNOWLEDGMENT

STATE OF Texas §

COUNTY OF Travis §

This instrument was acknowledged before me on the 28 day of January, 2015.

by Melvin Williams
(Lessee representative signing this document)

[Signature]
(Notary Signature)
Notary Public, State of Texas

Notary Stamp

My commission expires: 09-12-2015

Information collected by electronic mail and by web form is subject to the Public Information Act, Chapter 552, Government Code.



Gulf of Mexico
State Tracts 230, 231, 241, & 243
Galveston County

TITLE: SL20150012 – Galveston Park Board of Trustees	DATE OF REVIEW: 11/21/2014
COMPANY: Texas General Land Office	CREATOR: D. Ramirez
DRAWING SCALE: Not To Scale	EXHIBIT A

[illegible]



Business Service Director
 YOUR GUIDE TO THE COUNTY'S BUSINESSES

CALL TODAY!!!! 409-683-5301
galvnews.com

3 LINES \$83
1 MONTH...!

No printed notes for size restrictions or daily cancellation

<p>804 Air Conditioning</p> <p>Affordable Air & Heat (409) 225-8276</p> <p>Budget Cooling & Heating (409) 927-1444</p> <p>809 Appliance Repair</p> <p>Stanley's Appliances (409) 498-7266</p> <p>831 Carpet Cleaning</p> <p>KELLY'S CARPET (409) 498-7266</p> <p>834 Cleaning</p> <p>COSTUMES (409) 498-7266</p>	<p>835 Concrete Work</p> <p>B & M Concrete (409) 925-5426</p> <p>CONCRETE WORK (409) 927-1444</p> <p>809 Drywall Repair</p> <p>Stanley's Appliances (409) 498-7266</p> <p>831 Empty Cleaning</p> <p>KELLY'S CARPET (409) 498-7266</p> <p>834 Cleaning</p> <p>COSTUMES (409) 498-7266</p>	<p>850 Driveway Repair</p> <p>LET ME REPAIR YOUR DRIVEWAY (409) 999-2993</p> <p>852 Electric Gate</p> <p>George's Handy Man Service (409) 999-9043</p> <p>Accurate Electric Services (409) 999-9043</p> <p>853 Insulation</p> <p>Watson Electric (409) 999-9043</p> <p>856 Child Care</p> <p>Nolan's Child Care Center (409) 999-9043</p> <p>858 Dental</p> <p>Watson Electric (409) 999-9043</p> <p>863 Handyman</p> <p>Watson Electric (409) 999-9043</p> <p>866 Demolition</p> <p>Watson Electric (409) 999-9043</p>	<p>870 Handyman</p> <p>Done-Rite (409) 999-2993</p> <p>George's Handy Man Service (409) 999-9043</p> <p>Handyman (409) 999-9043</p> <p>875 Home Maintenance</p> <p>A-Call Does It All (409) 999-2993</p> <p>ALL HANDS (409) 999-9043</p> <p>VARGAS HOME REPAIR (409) 999-9043</p> <p>Handyman (409) 999-9043</p> <p>879 Housekeeping</p> <p>Housekeeping (409) 999-9043</p> <p>ADVERTISE (409) 999-9043</p>	<p>875 Home Maintenance</p> <p>A-Call Does It All (409) 999-2993</p> <p>ALL HANDS (409) 999-9043</p> <p>VARGAS HOME REPAIR (409) 999-9043</p> <p>Handyman (409) 999-9043</p> <p>879 Housekeeping</p> <p>Housekeeping (409) 999-9043</p> <p>ADVERTISE (409) 999-9043</p>	<p>880 Home Foundation Repair</p> <p>STABLE FOUNDATION (409) 999-9043</p> <p>ALL TYPES OF FOUNDATION (409) 999-9043</p> <p>887 Lawn & Garden</p> <p>St. Louis Lawn Service (409) 999-9043</p> <p>Budget Roofing (409) 999-9043</p> <p>892 Painting</p> <p>Salazar Home Lining (409) 999-9043</p> <p>TEX-MEX (409) 999-9043</p> <p>897 Pressure Washing</p> <p>Pressure Washing (409) 999-9043</p>	<p>886 Landscaping Service</p> <p>Joy & Van (409) 999-9043</p> <p>887 Lawn & Garden</p> <p>St. Louis Lawn Service (409) 999-9043</p> <p>Budget Roofing (409) 999-9043</p> <p>892 Painting</p> <p>Salazar Home Lining (409) 999-9043</p> <p>TEX-MEX (409) 999-9043</p> <p>897 Pressure Washing</p> <p>Pressure Washing (409) 999-9043</p>	<p>930 Remodeling</p> <p>DRS Construction (409) 999-9043</p> <p>934 Roofing</p> <p>Budget Roofing (409) 999-9043</p> <p>972 Tree Services</p> <p>ACE WARD'S TREE SERVICE (409) 999-9043</p>	<p>936 Siding</p> <p>DRS Construction (409) 999-9043</p> <p>966 Tile</p> <p>DRS Construction (409) 999-9043</p> <p>968 Truck Wash</p> <p>ACE WARD'S TREE SERVICE (409) 999-9043</p>
--	--	--	--	---	---	--	--	--



601 TREMONT
GALVESTON ISLAND, TEXAS 77550
409-797-5000 (PHONE) 409-762-8911 (FAX)
WWW.GALVESTONPARKBOARD.ORG

Galveston Island Park Board of Trustees

Opening of Sealed Bids

Vending Concessions at New Seawall Beach West of 61st Street

Sign-In Sheet

Thursday, November 19, 2015 – 10:15 a.m.

NAME

1	<i>Jack Bennett</i>	
2	DAVID HERRIN.	
3	ADAM MUSICK.	
4	CHRIS SADDLER	Park Board
5	Georgia Alvarado	Park Board
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

NOTICE OF REGULAR MEETING
Park Board of Trustees of the City of Galveston
Tuesday, January 19, 2016 at 1:30 p.m.
Park Board Plaza
601 Tremont, Galveston, Texas 77550

- I. CALL MEETING TO ORDER**
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL AND DECLARATION OF A QUORUM**
- IV. CONFLICT OF INTEREST DECLARATIONS**
- V. REQUESTS TO ADDRESS THE BOARD**

THE PUBLIC SHALL BE ALLOWED TO ADDRESS THE BOARD REGARDING ONE OR MORE AGENDA OR NON-AGENDA ITEMS. ALL REQUESTS TO ADDRESS THE BOARD MUST BE SUBMITTED IN WRITING TO THE BOARD REPORTER THE DAY OF THE BOARD MEETING. EACH PERSON SHALL BE LIMITED TO THREE (3) MINUTES REGARDLESS OF THE NUMBER OF ITEMS ADDRESSED.

- VI. RECOGNITION OF THE RETIREMENT OF DELLANERA PARK MANAGER, JOE ROMERO AFTER 31 YEARS OF SERVICE TO THE PARK BOARD OF TRUSTEES AND THE COMMUNITY OF GALVESTON (STEVE KALBAUGH, 5 MINUTES)**
- VII. CONSENT AGENDA**
 - A. APPROVAL OF MINUTES**
 - PARK BOARD SPECIAL MEETING, OCTOBER 2, 2015- MEETING MINUTES, 10.2.2015**
 - PARK BOARD JOINT MEETING WITH GALVESTON CITY COUNCIL, OCTOBER 22, 2015 – MEETING MINUTES, 10.22.2015**
 - B. DISCUSS AND CONSIDER THE AWARD OF AREA 18 AS DESCRIBED IN THE PARK BOARD CONCESSIONAIRE INFORMATION PACKET TO CHARLIE’S BEACH SERVICE FOR UMBRELLA AND CHAIR RENTALS (CHRIS SADDLER)**
 - C. DISCUSS AND CONSIDER THE AWARD OF AREA 19 AND 20 AS DESCRIBED IN THE PARK BOARD CONCESSIONAIRE INFORMATION PACKET TO BENNETT’S BEACH SERVICE FOR UMBRELLA AND CHAIR RENTALS (CHRIS SADDLER)**
 - D. DISCUSS AND CONSIDER APPROVAL OF PURCHASE OF ZTRAC MOWER FOR STEWART BEACH FROM LEAGUE CITY POWER EQUIPMENT (CHRIS SADDLER)**
 - E. DISCUSS AND CONSIDER APPROVAL OF PURCHASE OF REPLACEMENT PICNIC TABLES FOR STEWART BEACH PAVILION FROM FUN ABOUNDS (CHRIS SADDLER)**
 - F. DISCUSS AND CONSIDER AWARD OF CONTRACT TO BUILDING SOLUTIONS FOR THE REPLACEMENT OF DECK BOARDS ON FISHING PIER AT SEAWOLF PARK (RUSS KUYKENDALL)**
 - G. DISCUSS AND CONSIDER APPROVAL OF AGREEMENT WITH ULTIMATE UNLIMITED TO HOST A BEACH ULTIMATE TOURNAMENT (BRYAN KUNZ)**

- H. DISCUSS AND CONSIDER SCHEDULED EXPENDITURES FOR TOURISM DEVELOPMENT (MELODY SMITH)
- I. DISCUSS AND CONSIDER APPROVAL OF SPECIAL EVENTS FUNDING FOR MARDI GRAS HOTEL TRANSPORTATION (BRYAN KUNZ)
- J. DISCUSS AND CONSIDER AWARD OF SPECIAL EVENTS FUNDING FOR ALAN PARTER INTERNATIONAL CONSULTANTS FOR THE DEVELOPMENT OF A SPORTS TOURISM SUMMIT WITH THE GALVESTON ECONOMIC PARTNERSHIP AND THE CITY OF GALVESTON (MEG WINCHESTER)
- K. DISCUSS AND CONSIDER AWARD OF SPECIAL EVENTS FUNDING FOR MY GALVESTON CAMPAIGN (MEG WINCHESTER)
- L. DISCUSS AND CONSIDER APPROVAL OF AMENDMENT TO MOODY GARDENS LEASE AS REQUESTED BY THE CITY OF GALVESTON (CARLA COTROPIA)

VIII. COMMITTEE AND STAFF REPORTS

- A. TOURISM DEVELOPMENT UPDATE BY CVB DIRECTOR (MEG WINCHESTER, 5 MINUTES)
- B. DOWNTOWN OVERSIGHT COMMITTEE UPDATE (CHAIR JOYCE CALVER-MCLEAN, 10 MINUTES)
- C. BEACH MAINTENANCE ADVISORY COMMITTEE UPDATE (CHAIR CLYDE STEDDUM, 10 MINUTES)

IX. ADMINISTRATION

- A. DISCUSS AND CONSIDER APPROVAL OF AGREEMENT WITH ARTIST BOARD FOR AN ENVIRONMENTAL EDUCATION CAMPAIGN, "BUCKET BRIGADE – WHAT'S IN THE WATER?" (AMANDA RINEHARDT, ARTIST BOARD, 15 MINUTES)
- B. DISCUSS AND CONSIDER APPROVAL OF SURFACE LEASE FOR NOURISHMENT PROJECTS FROM 12TH TO 61ST WITH TEXAS GENERAL LAND OFFICE (CARLA COTROPIA, 5 MINUTES)
- C. DISCUSS AND CONSIDER RESOLUTION PROHIBITING OPEN CARRY AND CONCEALED CARRY IN ALL PARK BOARD MANAGED FACILITIES AND PARKS (CARLA COTROPIA, 10 MINUTES)

X. FUTURE AGENDA ITEMS

XI. ANNOUNCEMENTS

XII. ADJOURNMENT

I CERTIFY THAT THE ABOVE NOTICE OF MEETING WAS POSTED IN A PLACE CONVENIENT TO THE PUBLIC, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, ON JANUARY 15, 2016 BEFORE 5:00 P.M.

PREPARED: JANUARY 14, 2016

APPROVED AS TO FORMAT:

____ VIA EMAIL _____
STEVE KALBAUGH
CHAIRMAN

____ VIA EMAIL _____
CARLA COTROPIA
LEGAL COUNSEL

POSTED
JAN 15 2016

CITY SECRETARY'S
OFFICE

Schul Heydenburg

*RD
9:30*



WALDRON & SCHNEIDER, PLLC
ATTORNEYS AT LAW
Est. 1990

MARC H. SCHNEIDER
MARK A. RUBAL*
RICHARD A. SIMMONS
KIMBERLY A. BARTLEY
VANESSA J. MADUZIA
HEATHER BENZENHOEFER
SHAWN B. WILLIAMSON
JANINA S. WOJTKOWSKI
MADISON M. MOODY

July 28, 2022

Via Certified Mail # 7022 0410 0003 3513 3781

and Regular First Class Mail

and email: info@galvestonparkboard.org

Galveston Park Board
c/o Kelly de Schaun
601 23rd Street
Galveston, Texas 77550

Via Certified Mail # 7022 0410 0003 3513 3798

and Regular First Class Mail

and email: chair@galvestonparkboard.org

Galveston Park Board of Trustees
601 Tremont Street
Galveston, Texas 77550

Via Certified Mail # 7022 0410 0003 3513 3804

and Regular First Class Mail

and email: DGlywasky@GalvestonTX.Gov

Galveston City Attorney
Donald Glywasky
P.O. Box 779
Galveston, Texas 77553

Re: 68th to 69th Street and 75th to 76th Street beach property trespass

Ms. Schaun, Mr. Glywasky, and members of the Board of Trustees,

This law firm represents Gulf Properties, LLC ("Gulf Properties"). Please accept this correspondence as a demand for the Galveston Park Board to immediately (1) cease and desist from entering into any contracts that allow umbrella-leasing vendors to operate on the below-referenced property and from leasing the below-referenced property to individuals for beach umbrella use, (2) cancel all such existing leases or contracts or assign them to Gulf Properties, and (3) reimburse Gulf Properties for the income derived from such leases or contracts.

Gulf Properties owns the beach property located between 68th and 69th Street as well as between 75th and 76th Street. The properties' legal descriptions are as follows:

- ABST 121 PAGE 84 PT OF LOT 101 (101-1) TRIMBLE & LINDSEY SEC 1
- ABST 121 PAGE 84 PT OF LOTS 140 & 151 (140-1) TRIMBLE & LINDSEY SEC 1

UNIVERSITY PARK | 15150 MIDDLEBROOK DRIVE, HOUSTON, TEXAS 77058
TEL: (281) 488-4438 | MAIN FAX: (281) 488-4597 | EMAIL: JANINA@WS-LAW.COM | WWW.WS-LAW.COM

* ATTORNEY CERTIFIED BY THE TEXAS BOARD OF LEGAL SPECIALIZATION IN CRIMINAL LAW.

It has come to the attention of Gulf Properties that the Galveston Park Board has been entering into contracts that allow umbrella-leasing vendors to operate on Gulf Properties' land or that the Galveston Park Board has been leasing portions of these properties to individuals for beach umbrella use. The properties described herein are not public properties but are privately owned by our client. As such, the Galveston Park Board has no authority to exercise control over the properties by entering into contracts or leases concerning the properties. Further, all income derived from such unlawful exercise of control belongs to Gulf Properties.

As such, please immediately cease and desist from further entering into contracts that allow any third parties to operate on these properties or any other beach property owned by Gulf Properties, and please cease and desist from leasing any portion of the properties described herein or any other beach property owned by Gulf Properties. Please also immediately cancel all existing contracts or leases on the properties or assign them to Gulf Properties.

Finally, this is a demand for all monies derived from such contracts or leases to be paid to Gulf Properties as compensation for the Galveston Park Board's unauthorized use and control of the properties.

If the demands made herein are not addressed within 10 days of receipt of this letter, our client has authorized this firm to pursue all available legal remedies. No other notice will be provided. This letter does not purport to be an exhaustive statement of our client's damages, legal theories, or legal contentions. Nothing contained herein is intended as, nor should be deemed as, a waiver or relinquishment of any of our client's legal rights or remedies whether legal or equitable all of which are expressly reserved.

Sincerely,


Janina Wojtkowski



ESTABLISHED 1846

Carla Cotropia
Partner
HOUSTON DIRECT 713.571.4204
ccotropia@millsshirley.com

THREE RIVERWAY, SUITE 670
HOUSTON, TEXAS 77056
TELEPHONE 713.225.0547
FACSIMILE 713.225.0844
www.millsshirley.com

July 29, 2022

Waldron & Schneider, PLLC
Ms. Janina S. Wojtkowski
University Park
15150 Middlebrook Drive
Houston, TX 77558
(281)448-4438
Via janina@ws-law.com

Re: Your demand letter concerning private property at 68th to 69th and 75th to 76th

Dear Ms. Wojtkowski:

We represent the Park Board of Trustees of the City of Galveston. Your client is mistaken as to his ownership. Except for a small area against the 61st pier, there was no beach west of the 61st groin prior to the 2017 beneficial dredge beach construction project (**Beach Nourishment Project**). As dictated by Texas law, any submerged lands which are raised out of the Gulf of Mexico through publicly funded efforts are afterwards attributed to the State of Texas.

Prior to a Beach Nourishment Project, the General Land Office (GLO) of the State of Texas conducts a coastal boundary survey performed by a Licensed State Land Surveyor under Article F, Section 5.09(9). After this area west of 61st was renourished a beach was created and was christened “*Babe’s Beach*” after a former senator and supporter of the beach. The coastal boundary survey document performed for this renourishment was registered in the Texas Registry in 2016. So this has not been a secret even if Mr. Maceo did not understand it.

After the renourishment project and the beach, Babe’s Beach, was created the Texas General Land Office granted a surface lease to the Park Board to enter into concessions on their state owned real property described as “along the Galveston Seawall from 61st street, beginning at a point at which the current line of mean high tide intersects the rock rip-rap at the base of the Seawall, as depicted in a Coastal Boundary Survey to the western terminus of the Seawall, consisting of portions of State Tracts 230-S, 231-S, 241-S and 243-S in the Gulf of Mexico, Galveston County.”

Attached is the certificate of the survey clearly establishing the state-owned property.

The coastal boundary survey established conclusively the state-owned property begins at the base or rip rap of the Seawall. Therefore, there is no private property possible in this area.

We have copies of the surface lease no SL 20150012 and the coastal boundary survey if you request. But it is important to know and understand threats and assertions without all facts is an illogical way to proceed.

The appropriate way to assert ownership is clearly laid out in Texas Natural Resources Code Section 61.019. This statute provides an avenue if a littoral owner believes they own the beach rather than the State. They must file a declaratory action with the courts. Mr. Maceo has failed to do so. Likewise, the Galveston City Code Ch. 29, Art. 111 Section 29-2(o) states "The City shall presume that any beach fronting the Gulf of Mexico within its jurisdiction is a public beach unless the owner of the adjacent land obtains a declaratory judgment finding otherwise under the Open Beaches Act (Natural Resources Code) Section 61.019."

Therefore, we will not be removing our concessionaires from the areas 68th to 69th and 75th to 78th. Please advise your client that any intimidation or otherwise to our concessionaires will not be tolerated.

Best Regards,

A handwritten signature in black ink, appearing to read "Carla Cotropia". The signature is fluid and cursive, with the first name "Carla" and last name "Cotropia" clearly distinguishable.

Carla Cotropia

cc: Kelly de Shaun, CEO of the Park Board



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

Surveying Division
Coastal Boundary Survey Approval

Project: Galveston Seawall BUDM West of 61st to 103rd Street

Project No: SL20150012 (GLO); CEPRA 1609

Project Manager: Kevin Frenzel (GLO), CEPRA Manager

Surveyor: Stephen C. Blaskey, Licensed State Land Surveyor

Description: A Coastal Boundary Survey, dated January 31, 2015, by Stephen C. Blaskey, Licensed State Land Surveyor, delineating the littoral boundary line of the Gulf of Mexico and the Edward Hall and Levi Jones Survey, A-121, same line being the western boundary of Submerged Land Tracts 230, 231/North310 and 241. The survey is required under Section 33.136 Texas Natural Resources Code for a proposed beach nourishment project to be completed under authority of Texas General Land Office Lease No SL20150012 and Coastal Erosion Planning and Response Act (CEPRA) Project No. 1609. The surveyed line is situated along the seaward edge of the granite rip-rap in front of the Galveston Seawall [N29.254251°, W94.847593° (29°15'15.31" 94°50'51.34"), WGS84], extending from 61st Street westward to the end of said seawall.

A Coastal Boundary Survey for the above-referenced project has been reviewed and accepted; upon completion of public notice requirements, the survey will be filed in the Texas General Land Office, Archives and Records, in accordance with provisions of the *Texas Natural Resources Code*, Chapter 33.136.

Approved:

Signed: _____

David A. Lyle
Surveying Division

May 12, 2015
Date

Approval Filed as:

Tex.Nat.Res.Code Article 33.136 Galveston County, Sketch No. 77

1700 North Congress Avenue, Austin, Texas 78701-1495
P.O. Box 12873, Austin, Texas 78711-2873
512-463-5001 glo.texas.gov

126 WARRANTY DEED

GAC 2005055749 3 PGS

TEXAS STANDARD FORM

The State of Texas,
County of GALVESTON.

} Known All Men by These Presents:

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

THAT JOSEPHINE M. WARNER - - - - -
of the County of GALVESTON State of TEXAS for and in consideration
of the sum of TEN AND NO/100 and other good and valuable consideration DOLLARS
to me in hand paid by EDWARD L. O'ROURKE, the receipt of which is
hereby and confessed - - - - - as follows:

has Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
- - - - - EDWARD L. O'ROURKE - - - - -
whose mailing address is 1123 Church Street, Galveston, Texas,
of the County of GALVESTON State of TEXAS all that certain
tract or parcel of land lying and being situated in the City and
County of Galveston, Texas, known and described as East part of
Lots Eight(8) through Eleven (11), (8-2) in Sydnor's Subdivision
Abstract 121, page 80, containing 1.7080 acres.


TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and
appurtenances thereto in anywise belonging unto the said EDWARD L. O'ROURKE, his
heirs and assigns forever and I do hereby bind myself, my
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said
EDWARD L. O'ROURKE, his
heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof,
WITNESS My hand at Galveston, Texas,
this day July, 2005.
Witness at Request of Grantor

Josephine Warner
JOSEPHINE M. WARNER

STATE OF TEXAS }
COUNTY OF GALVESTON. }

(Acknowledgment)

This instrument was acknowledged before me on the 5th day of July, 2005.
by

My commission expires
 PATRICIA SCHULZ
Notary Public,
STATE OF TEXAS
My Comm. Exp. 04-20-2008

Patricia Schulz
Notary Public, State of Texas
Notary's printed name

(Acknowledgement)
STATE OF TEXAS }
COUNTY OF }
This instrument was acknowledged before me on the _____ day of _____
by _____
My commission expires _____

Notary Public, State of Texas
Notary's printed name.

(Acknowledgement)
STATE OF TEXAS }
COUNTY OF }
This instrument was acknowledged before me on the _____ day of _____
by _____
My commission expires _____

Notary Public, State of Texas
Notary's printed name.

(Acknowledgement)
STATE OF TEXAS }
COUNTY OF }
This instrument was acknowledged before me on the _____ day of _____
by _____
My commission expires _____

Notary Public, State of Texas
Notary's printed name

Warranty Deed

FROM _____ TO _____

FILED FOR RECORD

This _____ day of _____ at _____ o'clock _____ M

By _____ County Clerk Deputy _____

RECORDED

In _____ County Records
In Book _____ on page _____
By _____ County Clerk Deputy _____

Recording Fee \$ _____

This instrument should be filed immediately with the County Clerk for Record

WHEN RECORDED RETURN TO

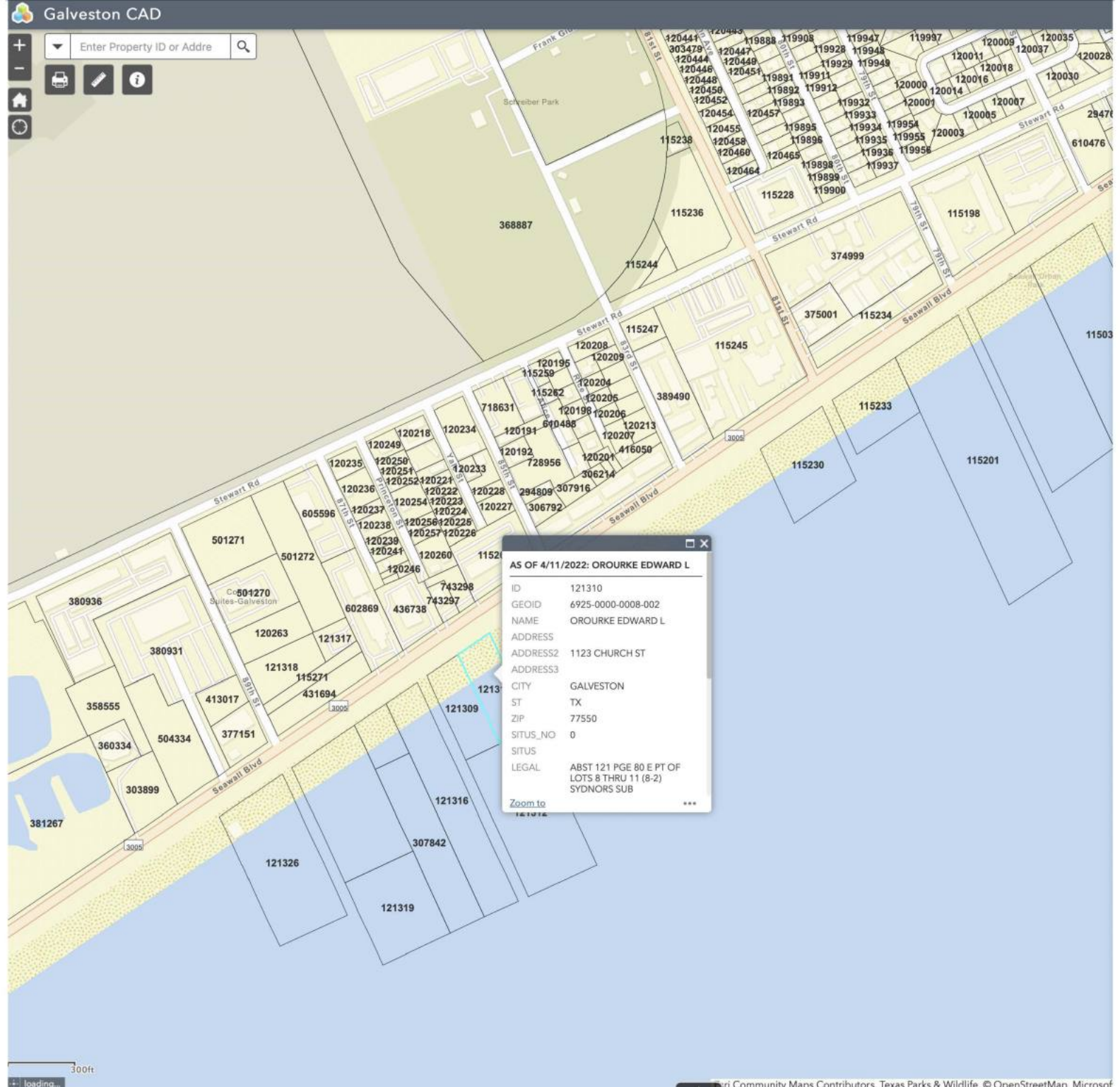
PAID 1123 CHERCH ST GALVESTON, TX 77550

THE ODEE COMPANY, Publishers, Dallas

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY

Mary Ann Dalgie

2005 AUG 15 10:29 AM 2005055749
TORRES_C \$16.00
Mary Ann Dalgie, COUNTY CLERK
GALVESTON, TEXAS





July 15, 2022

Mr. T. O'Rourke
Galveston, Texas
Via email

Mr. O'Rourke,

This communication is to confirm to you that Galveston County parcel number 121310 which you assert to be private property and have physically occupied belongs to the State of Texas.

Attached you will find a copy of the Texas Coastal Boundary Survey which was registered in the State of Texas Registrar and indicates that prior to the 2015 beach nourishment on Babes those parcels were completely submerged under the Gulf of Mexico. For your knowledge, when a submerged property is raised out of a body of water due to government interventions and investment of public dollars, then the property becomes part of the public domain.

There is no question that the indicated parcels have been submerged for numerous years. The coastal boundary survey is an average of the Mean High High Tide line over 19 years, underscoring with data the sentiment that there are no private holdings west of 61st.

The Park Board has a surface lease on the property that you have asserted as private property and your continued occupation of the public property will be considered as tortuous interference with a duly authorized contract between the State of Texas and the Park Board of Trustees.

For your knowledge and immediate rectification,

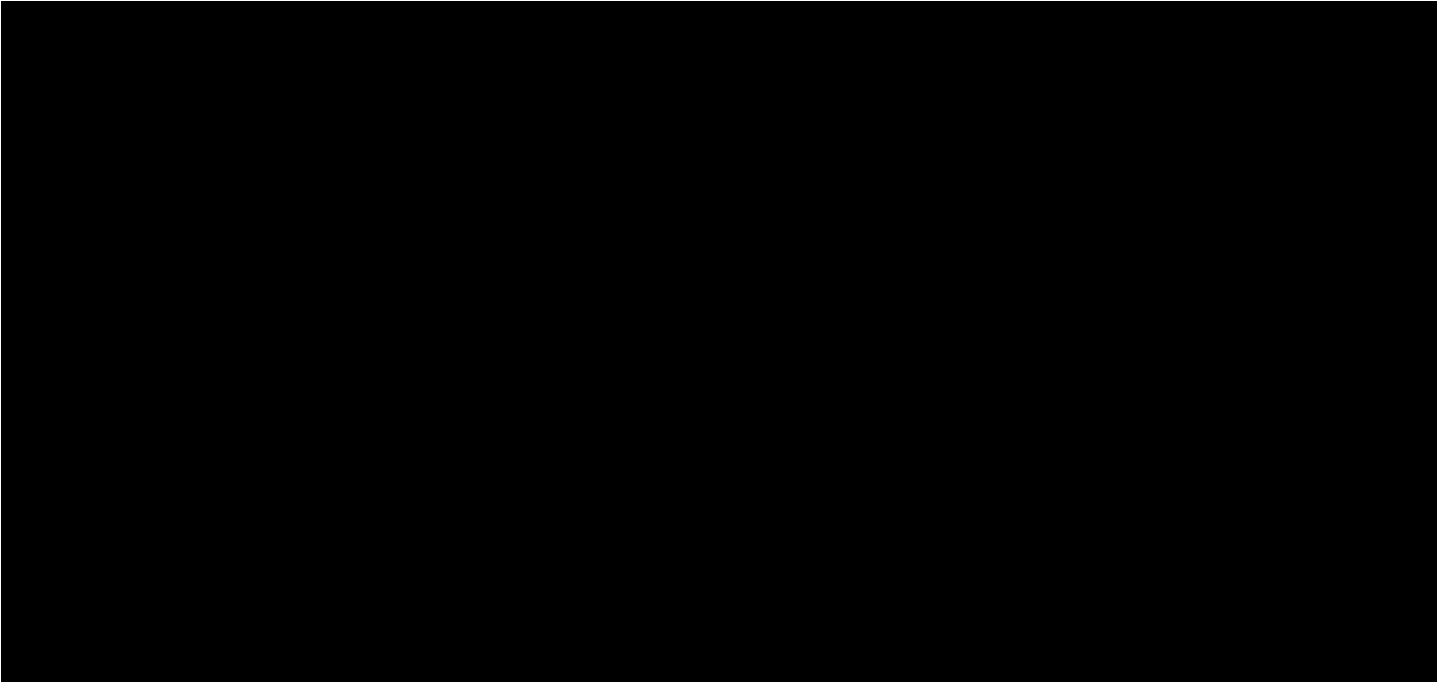
Respectfully,
Kelly deSchaun
CEO
Park Board/ Visit Galveston

Attached; 2015 registered coastal boundary survey

601 TREMONT ST. GALVESTON, TX 77550 | 409.797.5000 | INFORMATION@GALVESTONPARKBOARD.ORG

MISSION: To promote and support tourism on Galveston Island in order to foster an environment that establishes a great place to live, work and visit.

VISION: To create a tourist destination that promises an exciting variety of experiences and a high quality of life for residents.



From: Kelly De Schaun
Sent: Friday, July 15, 2022 3:29 PM
To: Jason Worthen - Gulf Coast Water Sports (gulfcoastwatersports@hotmail.com)
<gulfcoastwatersports@hotmail.com>
Cc: Marty Fluke (marty.fluke@gmail.com) <marty.fluke@gmail.com>; Carla Cotropia
(CCotropia@millsshirley.com) <ccotropia@millsshirley.com>
Subject: FW: Advisement of GLO assertion of public lands

Jason,

Attached please find the communication from the Park Board to Mr. O'Rourke regarding his assertion of private property on Babes. As we have discussed previously, Mr. O'Rourke does not have private property on Babe's and his assertion will be found to be without merit.

Based on the confirmation of this position with the GLO, I hope you will consider removing your equipment and trailer so that we can proceed with assigning authorized vendors on the beach per the terms of our Surface Lease.

Respectfully,
Kelly deSchaun

From: Kelly De Schaun
Sent: Friday, July 15, 2022 3:24 PM
To: Ted ORourke <Ted_orourke20@hotmail.com>
Cc: Marty Fluke (marty.fluke@gmail.com) <marty.fluke@gmail.com>; Carla Cotropia
(CCotropia@millsshirley.com) <ccotropia@millsshirley.com>; Kimberly Danesi
<kdanesi@galvestonparkboard.org>
Subject: Advisement of GLO assertion of public lands

Mr. O'Rourke,

In conMnuance of our discussion this morning, I am sending the aached leer and coastal survey boundary which demonstrates that per Texas Natural Resource Code you are occupying State lands. The Park Board will assert our lease rights as assigned to us in the GLO Surface Lease for Babe's beach.

I trust you will take the appropriate acMon and vacate the land unMI any quesMons you have about private property rights have been answered by a lawyer. I encourage you to seek legal counsel as I understand that your asserMon is without merit.

Respecbully,
Kelly deSchaun
CEO
Park Board of Trustees/ Visit Galveston



July 15, 2022

Mr. T. O'Rourke
Galveston, Texas
Via email

Mr. O'Rourke,

This communication is to confirm to you that Galveston County parcel number 121310 which you assert to be private property and have physically occupied belongs to the State of Texas.

Attached you will find a copy of the Texas Coastal Boundary Survey which was registered in the State of Texas Registrar and indicates that prior to the 2015 beach nourishment on Babes those parcels were completely submerged under the Gulf of Mexico. For your knowledge, when a submerged property is raised out of a body of water due to government interventions and investment of public dollars, then the property becomes part of the public domain.

There is no question that the indicated parcels have been submerged for numerous years. The coastal boundary survey is an average of the Mean High High Tide line over 19 years, underscoring with data the sentiment that there are no private holdings west of 61st.

The Park Board has a surface lease on the property that you have asserted as private property and your continued occupation of the public property will be considered as tortuous interference with a duly authorized contract between the State of Texas and the Park Board of Trustees.

For your knowledge and immediate rectification,

Respectfully,
Kelly deSchaun
CEO
Park Board/ Visit Galveston

Attached; 2015 registered coastal boundary survey

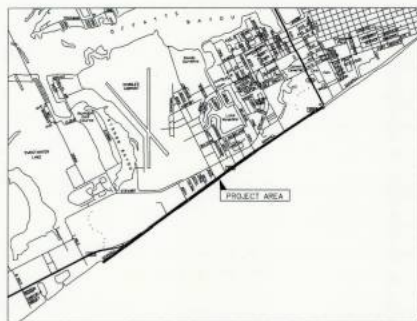
601 TREMONT ST. GALVESTON, TX 77550 | 409.797.5000 | INFORMATION@GALVESTONPARKBOARD.ORG

MISSION: To promote and support tourism on Galveston Island in order to foster an environment that establishes a great place to live, work and visit.

VISION: To create a tourist destination that promises an exciting variety of experiences and a high quality of life for residents.



DATE	TIME	WIND	SEA	TEMP	WIND	SEA	TEMP
1/1/15	10:00	10	2	65	10	2	65
1/1/15	11:00	10	2	65	10	2	65
1/1/15	12:00	10	2	65	10	2	65
1/1/15	13:00	10	2	65	10	2	65
1/1/15	14:00	10	2	65	10	2	65
1/1/15	15:00	10	2	65	10	2	65
1/1/15	16:00	10	2	65	10	2	65
1/1/15	17:00	10	2	65	10	2	65
1/1/15	18:00	10	2	65	10	2	65
1/1/15	19:00	10	2	65	10	2	65
1/1/15	20:00	10	2	65	10	2	65
1/1/15	21:00	10	2	65	10	2	65
1/1/15	22:00	10	2	65	10	2	65
1/1/15	23:00	10	2	65	10	2	65
1/1/15	24:00	10	2	65	10	2	65



Address of Upland Owner
Seawater County
722 Main
Galveston, TX 77550

75+28
N: 13,663,931.46'
E: 3,292,783.54'
CONVERGENCE ANGLE: 2°02'06.71263"
GRID SCALE FACTOR: 0.999864199

GULF OF MEXICO

Submerged Land
Tract 231
South 330

Submerged Land
Tract 241

POINT OF BEGINNING
N: 13,658,713.59'
E: 3,285,602.73'
CONVERGENCE ANGLE: 2°01'23.99801"
GRID SCALE FACTOR: 0.999864555

Submerged Land
Tract 243

SURVEY DATE	JANUARY 31, 2015
FILE NO.	7200-0001-0301-01
FILE NO.	7200-0001-0301-01
FILE NO.	7200-0001-0301-01

Filed May 5, 2015 in Book L, Page 237
of the Galveston County Surveyor's Records



8117 HANCOCKSHAW DRIVE
P.O. BOX 94140 (mailing)
GALVESTON, TX 77582
PH: 409-740-9557
Registration Number: 1096885
www.hightidelandsurveying.com

January 31, 2015

I certify that on the above dates, that the littoral boundary of the herein described property, was surveyed on the ground, according to the law under my direction, and this map together with dimensions and coordinates is true and correct as of the above date.

HIGH TIDE LAND SURVEYING, LLC

Stephen C. Blasky
Licensed State Land Surveyor
email: stephen@hightidelandsurveying.com



COASTAL BOUNDARY SURVEY
OF PART OF THE LITTORAL BOUNDARY
OF THE EDWARD HALL AND LEVI
JONES SURVEY, ABSTRACT 121
GALVESTON COUNTY, TEXAS
SOUTH 46°26'27" WEST, 6.4 MILES OF THE
GALVESTON COUNTY COURTHOUSE

POINT OF TERMINATION
N: 13,668,084.73'
E: 3,298,884.78'
CONVERGENCE ANGLE: 2°02'41.25939"
GRID SCALE FACTOR: 0.999863956

AREA OF ARTIFICIAL FILL / BUILDUP
SEE MAP TO ACCOMPANY THIS SURVEY
OF SAME DATE.
20,330 SQUARE FEET

Submerged Land
Tract 230

NOTICE:

This survey was performed in accordance with Section 33.136, Natural Resources Code, for the purpose of establishing the location of the shoreline in the area depicted in this survey, as that shoreline existed before commencement of erosion response activity, as required by Chapter 33, Natural Resources Code. The line established in this survey from the shoreline for the purpose of locating a shoreline boundary, subject to movement and/or provided by Section 33.136, Natural Resources Code. This survey does not nor is intended to be used to identify, determine or fix the line of reversion or the landward boundary of the public beach.

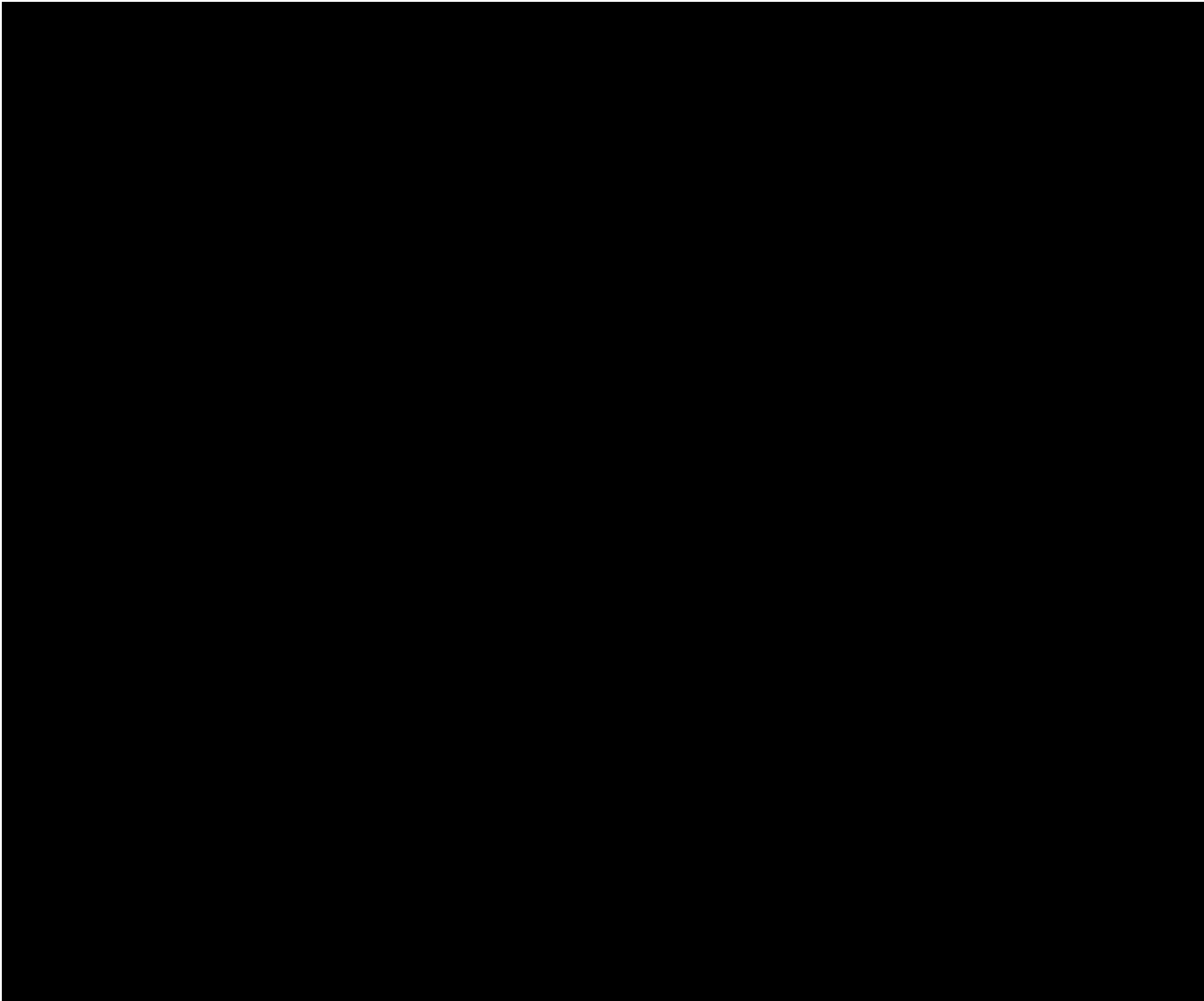
Lines shown were surveyed on the ground were surveyed by Mark Rodriguez and, Marcus Jackson on January 31, 2015.

NOTES:

- 1) ALL DISTANCES ARE GRID DISTANCES AND ARE SHOWN IN U.S. SURVEY FEET AND VARS.
- 2) ALL BEARINGS SHOWN HEREIN ARE GRID BEARINGS AND REFER TO THE TEXAS COORDINATE SYSTEM OF 1983 - SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 11.070 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS.
- 3) ALL COORDINATES SHOWN HEREIN ARE GRID COORDINATES AND REFER TO THE TEXAS COORDINATE SYSTEM OF 1983 - SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 11.070 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS.
- 4) LOCAL TIDE GAUGE REFERENCED TO GALVESTON PLEASURE PIER - GULF OF MEXICO NATIONAL OCEAN SERVICE STATION 08771510 LENGTH OF SERIES: 5 YEARS TOTAL DROCK: 1983-2007 CONTROL TIDE STATION: N/A
- 5) ON THE DATE OF THIS SURVEY THERE WAS NO APPARENT FILL OR BUILDUP UPON OR ADJACENT TO THE LINE OF MEAN HIGHER HIGH WATER EXCEPT AS SHOWN HEREIN, AND FURTHER DESCRIBED ON ARTIFICIAL FILL / BUILDUP MAP OF SAME DATE TO ACCOMPANY THIS SURVEY.
- 6) ON THE DATE OF THIS SURVEY THERE WAS NO APPARENT REMAINING WALL OR OTHER STRUCTURE UPON OR ADJACENT TO THE LINE OF MEAN HIGHER HIGH WATER EXCEPT AS NOTED ON THIS SURVEY.
- 7) THE LITTORAL BOUNDARY AS SHOWN ON THIS SURVEY WAS LOCATED IN ACCORDANCE WITH METHODOLOGY APPROVED BY THE GENERAL LAND OFFICE.
- 8) THE LINE OF MEAN HIGH WATER AS SHOWN HEREIN IS GENERALLY CONFORMOUS WITH THE EXISTING FACE OF THE ROCK REEF-MAP.
- 9) THIS SURVEY COMPLIED WITH REQUIREMENTS IN CHAPTER 21 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS.

Jul 26, 2022 at 6:28:46 PM
8679-8689 Seawall Blvd
Galveston TX 77554
United States





From: Kelly De Schaun <kdeschaun@visitgalveston.com>
Date: July 28, 2022 at 4:00:00 PM CDT
To: Jason Worthen <gulfcoastwatersports@hotmail.com>
Cc: Dave Jacoby <davidsjacoby@gmail.com>, will.wright@galvestonhistory.org, "Carla Cotropia (CCotropia@millsshirley.com)" <ccotropia@millsshirley.com>, "Marty Fluke (marty.fluke@gmail.com)" <marty.fluke@gmail.com>
Subject: RE: Offer of first choice for parcels on Babe's Beach

Jason,

You are gravely mistaken about Texas literal property rights. Babe's beach is squarely within the public's domain.

I am confirming your intent to not resign and we will proceed accordingly.

Respectfully,
Kelly deSchaun
CEO

Park Board of Trustees/ Visit Galveston

From: Jason Worthen <gulfcoastwatersports@hotmail.com>
Sent: Thursday, July 28, 2022 3:56 PM
To: Kelly De Schaun <kdeschaun@visitgalveston.com>
Cc: Dave Jacoby <davidsjacob@gmail.com>; will.wright@galvestonhistory.org;
Carla Cotropia (CCotropia@millsshirley.com) <ccotropia@millsshirley.com>; Marty
Fluke (marty.fluke@gmail.com) <marty.fluke@gmail.com>
Subject: Re: Offer of first choice for parcels on Babe's Beach

Hello,

Kelly, I don't care to participate in your bullying tactics anymore.

Of course I am not surrendering my current agreements with the Park Board.

I am not currently interested in accepting "first offers" on areas that may not be under Park Board jurisdiction. I have been down that road before with the Park Board on both Poretto and Maceo properties.

Also, having spoke to members of city council, I will not be tendering my resignation with the Park Board.

Have a great Day,

Jason

Sent from my iPhone

On Jul 28, 2022, at 3:43 PM, Kelly De Schaun
<kdeschaun@visitgalveston.com> wrote:

Good Afternoon,

Thank you for the prompt response. I regret that you have opted to decline our proposal as Mr. O'Rourke's claim of private property on Babe's is unsound and I believe you will ultimately be forced to vacate

the space you are currently occupying. But I understand your decision and wish you well.

Based on your text to me yesterday, I also understand you are tendering resignation of your Board position as of tomorrow. Please send the resignation to the City Secretary at jwilliams@GalvestonTx.org.

I was unclear as to the "I am not interested in doing anymore business with the Park Board." statement and will take the opportunity here to ask if you are also surrendering the current concession leases that you have with the Park Board on the historic seawall. Please clarify your intent.

Thank you for your service to our community and sincere wishes for your future success.

Regards,
Kelly deSchaun
CEO
Park Board of Trustees/ Visit Galveston

From: Jason Worthen <gulfcoastwatersports@hotmail.com>
Sent: Thursday, July 28, 2022 3:22 PM
To: Kelly De Schaun <kdeschaun@visitgalveston.com>; Dave Jacoby <davidsjacob@gmail.com>; will.wright@galvestonhistory.org
Subject: Fwd: Offer of first choice for parcels on Babe's Beach

Good Afternoon,

Thank you for your consideration in this matter. At this time I respectfully decline your offer of first choice of parcels West of 75th street.

Have a great Day,

Jason

Sent from my iPhone

Begin forwarded message:

From: Kelly De Schaun <kdeschaun@visitgalveston.com>
Date: July 27, 2022 at 10:37:11 AM CDT
To: gulfcoastwatersports@hotmail.com
Cc: "Carla Cotropia (CCotropia@millsshirley.com)" <ccotropia@millsshirley.com>
Subject: Offer of first choice for parcels on Babe's Beach

Jason,

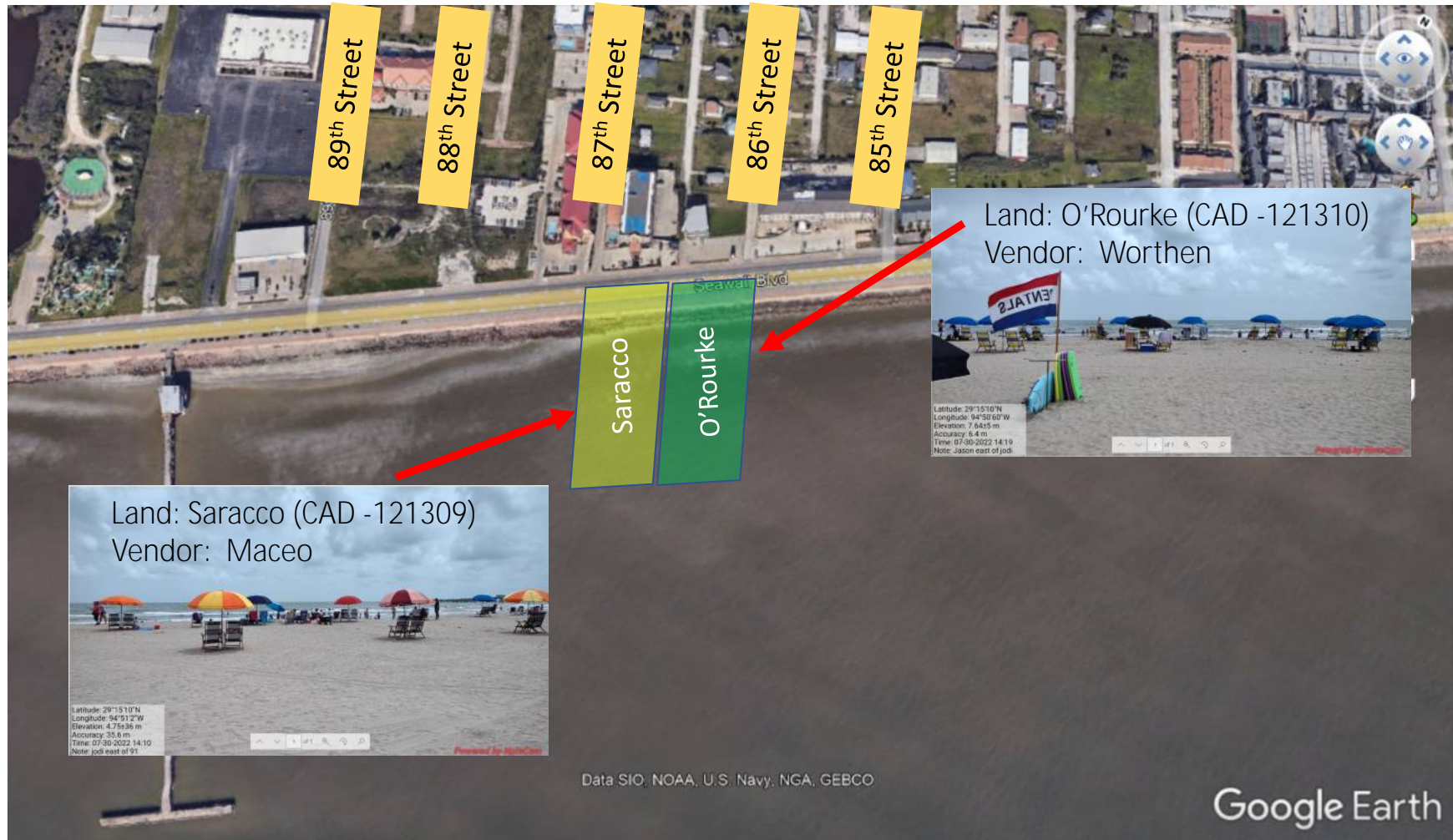
The purpose of this communication is to lay out for you an opportunity that the Park Board will make available to beach vendors who have been adversely affected by past assertions of private property on the historic seawall. Because of this previous reduction of concession area available we are offering to all vendors who were negatively impacted a first right of selection for parcels from 75th to 89th. Of the five available areas, yourself and Mona Goodman will be offered an opportunity ahead of the August announcement for open bidding.

Contracts will be issued for a three-year period and are contingent upon the confirmation of payment of the administration fee, together with projections on estimated revenues and your business plan. As a preferred vendors and long-time quality operators, I foresee no obstacles in awarding these contracts.

This offer is based on your good standing and any litigation involving you and the Park Board would invalidate this offer.

If you are interested, I would ask that you respond to this offer by close of business on Friday with your affirmation of intent to both maintain yourself in good standing and submit a plan for parcels on Babes. Otherwise we will proceed to distribute the remaining tracts on Babe's.

In anticipation of your response,
Kelly deSchaun
CEO
Park Board of Trustees



Form 646
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: See instructions



Certificate of Conversion
of a
Texas General Partnership
Converting to a
Texas Filing Entity

This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas
NOV 29 2017
Corporations Section

Converting Entity Information

The converting entity is a Texas general partnership. The name of the Texas general partnership is:
Gulf Properties

Converted Entity Information

The Texas general partnership is converting to another type of entity formed under the Texas Business Organizations Code. The name of the converted Texas entity is:

GGPM, LLC

(Name of entity after the conversion must include an organizational identifier for the entity type selected below.)

The entity type of the converted entity is a: *(Select one entity type from the list shown below.)*

- | | |
|---|---|
| <input checked="" type="checkbox"/> Limited liability company | <input type="checkbox"/> For-profit corporation |
| <input type="checkbox"/> Professional limited liability company | <input type="checkbox"/> Limited partnership |
| <input type="checkbox"/> Professional corporation | <input type="checkbox"/> Professional association |
| | <input type="checkbox"/> Nonprofit corporation |

Plan of Conversion

☐ The plan of conversion is attached.

If the plan of conversion is not attached, the following section must be completed.

Alternative Statements

In lieu of providing the plan of conversion, the converting general partnership certifies that:

1. A signed plan of conversion is on file at the principal place of business of the general partnership, the converting entity. The address of the principal place of business of the general partnership is:

6511 Stewart Road, Suite B	Galveston	TX	USA	77551
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

2. A signed plan of conversion will be on file after the conversion at the principal place of business of the converted entity. The address of the principal place of business of the converted entity is:

6511 Stewart Road, Suite B	Galveston	TX	USA	77551
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

3. A copy of the plan of conversion will be furnished on written request without cost by the converting entity before the conversion or by the converted entity after the conversion to any owner or member of the converting or converted entity.

Certificate of Formation for the Converted Entity

The certificate of formation of the Texas filing entity must be attached to this certificate either as an attachment or exhibit to the plan of conversion, or as an attachment or exhibit to this certificate of conversion if the plan has not been attached to the certificate of conversion.

Approval of the Plan of Conversion

The plan of conversion has been approved as required by the laws of the jurisdiction of formation and the governing documents of the converting entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is accepted and filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

--

Tax Certificate

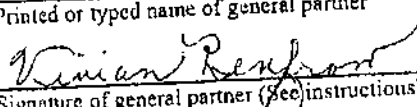
- ☐ Attached hereto is a certificate from the comptroller of public accounts that certifies that the general partnership is in good standing for purposes of conversion.
- ☒ In lieu of providing the tax certificate, the converted entity is liable for the payment of any franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code to execute the filing instrument.

Date: October 1, 2017

By: Vivian Renfrow
Printed or typed name of general partner


Signature of general partner (See instructions)

Form 205
(Revised 05/11)

Submit in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$300



This space reserved for office use.

Certificate of Formation
Limited Liability Company

FILED
In the Office of the
Secretary of State of Texas

NOV 29 2017

Corporations Section

Article 1 – Entity Name and Type

The filing entity being formed is a limited liability company. The name of the entity is:

GGPM, LLC

The name must contain the words "limited liability company," "limited company," or an abbreviation of one of these phrases.

Article 2 – Registered Agent and Registered Office

(See instructions. Select and complete either A or B and complete C.)

☐ A. The initial registered agent is an organization (cannot be entity named above) by the name of:

OR

☒ B. The initial registered agent is an individual resident of the state whose name is set forth below:

<u>Kimberly</u>	<u>A</u>	<u>Bartley</u>	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

C. The business address of the registered agent and the registered office address is:

<u>15150 Middlebrook Drive</u>	<u>Houston</u>	<u>TX</u>	<u>77058</u>
<i>Street Address</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>

Article 3 – Governing Authority

(Select and complete either A or B and provide the name and address of each governing person.)

☒ A. The limited liability company will have managers. The name and address of each initial manager are set forth below.

☐ B. The limited liability company will not have managers. The company will be governed by its members, and the name and address of each initial member are set forth below.

GOVERNING PERSON 1

NAME (Enter the name of either an individual or an organization, but not both.)

IF INDIVIDUAL

<u>Concetta Maceo</u>		<u>Arena</u>	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>

OR

IF ORGANIZATION

Organization Name

ADDRESS

<u>6511 Stewart Road, Suite B</u>	<u>Galveston</u>	<u>TX</u>	<u>USA</u>	<u>77551</u>
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country</i>	<i>Zip Code</i>

GOVERNING PERSON 2			
NAME (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
Vivian		Renfrow	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
OR			
IF ORGANIZATION			
<i>Organization Name</i>			
ADDRESS			
6511 Stewart Road, Suite B	Galveston	TX	USA 77551
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

GOVERNING PERSON 3			
NAME (Enter the name of either an individual or an organization, but not both.)			
IF INDIVIDUAL			
Jo Frances		Turvey	
<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
OR			
IF ORGANIZATION			
<i>Organization Name</i>			
ADDRESS			
6511 Stewart Road, Suite B	Galveston	TX	USA 77551
<i>Street or Mailing Address</i>	<i>City</i>	<i>State</i>	<i>Country Zip Code</i>

Article 4 – Purpose

The purpose for which the company is formed is for the transaction of any and all lawful purposes for which a limited liability company may be organized under the Texas Business Organizations Code.

Supplemental Provisions/Information

Text Area: [The attached addendum, if any, is incorporated herein by reference.]

This limited liability company is being created pursuant to a plan of conversion. It was previously GULF PROPERTIES, a Texas domestic general partnership formed on March 10, 1968, with an address of 6511 Stewart Road, Suite B, Galveston, Texas 77551.

Organizer

The name and address of the organizer:

Kimberly A Bartley

Name

15150 Middlebrook Drive

Street or Mailing Address

Houston

City

TX 77058

State Zip Code

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of the future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned affirms that the person designated as registered agent has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized to execute the filing instrument.

Date: November 29, 2017

Kimberly A Bartley Attorney in Fact for
Signature of organizer GGPM, LLC
Kimberly A Bartley,
Attorney in Fact for GGPM, LLC
Printed or typed name of organizer

Form 503
(Revised 08/19)

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709
Filing Fee: \$25



This space reserved for office use.

FILED
In the Office of the
Secretary of State of Texas

Assumed Name Certificate

APR 19 2021

Corporations Section

Assumed Name

1. The assumed name under which the business or professional service is, or is to be, conducted or rendered is: Gulf Properties

Entity Information

2. The legal name of the entity filing the assumed name is:

GGPM, LLC

State the name of the entity as currently shown in the records of the secretary of state or on its organizational documents, if not filed with the secretary of state.

3. The entity filing the assumed name is a: (Select the appropriate entity type below.)

☐ For-profit Corporation

☒ Limited Liability Company

☐ Nonprofit Corporation

☐ Limited Partnership

☐ Professional Corporation

☐ Limited Liability Partnership

☐ Professional Association

☐ Cooperative Association

☐ Other

Specify type of entity. For example, foreign real estate investment trust, state bank, insurance company, etc.

4. The file number, if any, issued to the entity by the secretary of state is: 802871021

5. The state, country, or other jurisdiction of formation of the entity is: Texas, USA

6. The entity's principal office address is:

6511 Stewart Road, Suite B

Street or Mailing Address

Galveston

TX

USA

77551

City

State

Country

Postal or Zip Code

Period of Duration

☒ 7a. The period during which the assumed name will be used is 10 years from the date of filing with the secretary of state.

OR

☐ 7b. The period during which the assumed name will be used is _____ years from the date of filing with the secretary of state (not to exceed 10 years).

OR

☐ 7c. The assumed name will be used until _____ (not to exceed 10 years).
mm/dd/yyyy

RECEIVED

Form 503

APR 19 2021

Secretary of State

County or Counties in which Assumed Name Used

8. The county or counties where business or professional services are being or are to be conducted or rendered under the assumed name are:

☒ All counties

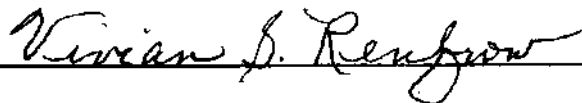
☐ All counties with the exception of the following counties: _____

☐ Only the following counties: _____

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and also certifies that the person is authorized to sign on behalf of the identified entity. If the undersigned is acting in the capacity of an attorney in fact for the entity, the undersigned certifies that the entity has duly authorized the undersigned in writing to execute this document.

Date: 04/15/2021



Vivian Renfrow, Mgr.

Signature of a person authorized by law to sign on behalf of the identified entity (see instructions)

017-27-0676

WARRANTY DEED

STATE OF TEXAS

COUNTY OF GALVESTON

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

That I, **EUGENE LETSOS** and wife, **VELMA JEAN LETSOS**, of the County of Harris, State of Texas, for and in consideration of the sum of **TEN AND NO/100 (\$10.00) DOLLARS**, and other good and valuable cash consideration to the undersigned in hand paid by the Grantees herein named, the receipt and sufficiency of which is hereby acknowledged, have **GRANTED, SOLD and CONVEYED**, and by these presents do **GRANT, SELL and CONVEY** unto **JOHN SARACCO** and wife, **JUDY SARACCO**, of Galveston County, Texas, all of my undivided interest in that certain real property lying and being situated in Galveston County, Texas, more particularly described as follows, to-wit:

Tract A:

A tract of land being the West one-half (½) of Lot 6 of S. W. Sydnor Subdivision of Lot 230 in Section 1 of the Trimble and Lindsey Survey of Galveston Island, Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 587, of the Deed Records of Galveston County, Texas, **SAVE AND EXCEPT** that part conveyed to the County of Galveston by deed recorded in Volume 1295, Page 274, of the Deed Records of Galveston County, Texas.

Tract B:

A tract of land being the Northerly 150 feet to the Galveston County Seawall right of way of the West one-half (½) of Lots 6 & 7 of S. W. Synder Subdivision of Lot 230 in Section 1 of the Trimble and Lindsey Survey of Galveston Island, Galveston County, Texas, according to the map or plat thereof recorded in Volume 15, Page 587, of the Deed Records of Galveston County, Texas, said tract being more fully described by metes and bounds as follows:

BEGINNING at the point of intersection of the Northerly

line of the Galveston County Seawall right of way (based on 300 feet in width) with the West line of said Lot 6 of Syndor Subdivision, which point is 740.76 feet South 25 deg. East from the Northwest corner of said Lot 230 of Section 1 of the Trimble and Lindsey Survey;

THENCE North 55 deg. 52 min. 15 sec. East, along and with the Northerly line of the Galveston County Seawall right of way, a distance of 167.11 feet to a point for corner in the East line of the West one half of said Lot 6;

THENCE South 25 deg. East, parallel with the West line of said Lot 6 and the West line of said Lot 230, a distance of 151.92 feet to a point for corner in the North edge of the concrete retaining wall of the Galveston County Seawall;

THENCE South 55 deg. 52 min. 15 sec. West, along the North edge of said retaining wall, a distance of 167.11 feet to a point for corner in the West line of said Lot 7;

THENCE North 25 deg. West, along and with the West line of said Lot 7 and 6 and the West line of said Lot 120, a distance of 151.92 feet to the PLACE OF BEGINNING of the herein described tract.

Tract C:

The South 55 feet of Lot Thirteen (13) of the Addie L. Juneman Subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 707, Page 54 of the Map Records of Galveston County, Texas.

Tract D:

The West $\frac{1}{4}$ of Lots 8, 9, 10, 11 of the S. W. Syndor Subdivision of Lot 230 of the Trimble & Lindsey Survey, Section One, according to the map or plat thereof recorded in Volume 15, Page 587, of the Deed Records of Galveston County, Texas.

This conveyance is made and accepted subject to the following:

1. Restrictive covenants of record in Galveston County Clerk's File No(s). 8221574 and 8439464;
2. Any discrepancies, conflicts or shortages in area or boundary lines, or any encroachments, or protrusions or any overlapping of improvements;

3. Any titles or rights asserted by anyone including, but not limited to persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or,
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or,
 - c. to filled-in lands, or artificial islands, or,
 - d. to statutory water rights, including riparian rights, or,
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights or interests of access to that area or easement along and across that area; and,
4. Any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway;
5. Visible and apparent easements not of record on or across the property herein described;
6. Avigation and clear zone easement as set forth in instrument recorded in Volume 2325, Page 211, Volume 2325, Page 216 and Volume 2375, Page 189, of the Deed Records of Galveston County, Texas;
7. Seawall maintenance easement thirty-five(35) feet on the south thirty-five (35) feet of subject property as set forth in instrument recorded under Galveston County Clerk's File No(s). 8439464;
8. Right of way granted to Houston Lighting and Power by instrument recorded in Volume 757, Page 691, of the Deed Records of Galveston County, Texas;
9. All of the oil, gas and other minerals and all other elements not considered a part of the surface estate are excepted herefrom all having been reserved in instrument recorded in Volume 1295, Page 274, of the Deed Records of Galveston County, Texas;

10. All of the oil, gas and other minerals and all other elements not considered a part of the surface estate are excepted herefrom, all having been reserved in instrument recorded under Galveston County Clerk's File No(s). 8200260;
11. Any and all Zoning Ordinances or proposed ordinances including those by the City of Galveston, Texas;
12. One-fourth (1/4th) of all the oil, gas and other minerals, the royalties, bonuses, rentals, and all other rights in connection with the same are excepted herefrom, as set forth in instrument recorded under Galveston County Clerk's File No(s). 8200260. (Surface rights waived therein).

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees, their heirs, executors, administrators, successors, or assigns forever, and we do hereby bind ourselves, our heirs, executors, administrators, and successors to **WARRANT** and **FOREVER DEFEND** all and singular, the said Tracts A, B, and C unto the said Grantees, their heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, and **WARRANT** and **FOREVER DEFEND** all and singular, the said Tract D unto the said Grantees, their heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under us, but not otherwise.

EXECUTED this 7th day of August, 2002.

Eugene Letsos
EUGENE LETSOS

Velma Jean Letsos
VELMA JEAN LETSOS

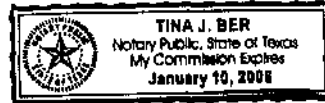
GRANTEE'S MAILING ADDRESS:

JOHN SARACCO AND JUDY SARACCO
2110 MECHANIC
GALVESTON, TX 77550
address

STATE OF TEXAS

GALVESTON
COUNTY OF ~~HARRIS~~

This instrument was acknowledged before me, on this the
1st day of August, 2002, by EUGENE LETSOS.

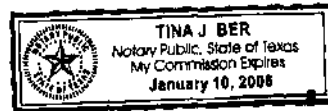


Tina J. Ber
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF ~~HARRIS~~ GALVESTON

This instrument was acknowledged before me, on this the
1st day of August, 2002, by VELMA JEAN LETSOS.



Tina J. Ber
Notary Public, State of Texas

RETURN TO:

CHICAGO TITLE - GALVESTON
6025 Heards Lane, #1-E
Galveston, TX 77551

PREPARED IN THE LAW OFFICE OF:

REDMOND & SAPIO
ATTORNEYS AT LAW
6025 Heards Lane, Suite 1-W
Galveston, Texas 77551
409/740-9145

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS OF REAL PROPERTY



2002 AUG 07 04:24 PM 2002046061
BELK.T \$19.00
Patricia Ritchie, COUNTY CLERK
GALVESTON, TEXAS