



# 20P-007

# STAFF REPORT

**ADDRESS:**

Adjacent to 2 Hammock Trail

**LEGAL DESCRIPTION:**

Request for a License to Use for one front stair and part of a retaining wall constructed in the right of way. Adjacent property is legally described as Lot 134, Evia Phase One (2005), a Subdivision, in the City and County of Galveston, Texas.

**APPLICANT/REPRESENTATIVE:**

Ted Shook

**ADJACENT PROPERTY OWNER:**

Karen Flowers and Ted Shook

**EASEMENT OWNER:**

City of Galveston

**ZONING:**

Traditional Neighborhood (TN)

**REQUEST:**

License to Use

**APPLICABLE REGULATIONS:**

Section 13.202 of the LDR  
 Chapter 32-5 of the City Code of Ordinances

**STAFF RECOMMENDATION:**

Approval

**EXHIBITS:**

A – Applicant’s Submittal

**STAFF:**

Daniel Lunsford, Planner  
 (409) 797-3659  
[dlunsford@galvestontx.gov](mailto:dlunsford@galvestontx.gov)

**Public Notice and Comment:**

Sent	Returned	In Favor	Opposed	No Comment
40				

Per Section 13.808 of the Land Development Regulations and state law, written public notice of this request is required. Public notices are sent to all property owners within 200 feet of the subject site and are sent to the address on file with the Galveston Central Appraisal District.

**City Department Notification Responses:**

No objections.



**Background Information**

The house located at 2 Hammock Trail was built in 2019-2020. During construction, it was discovered that one stair and part of a retaining wall were built into the city right-of-way. This pattern of encroachment is a known feature of the Evia neighborhood due to the elevation difference between the lots and the adjacent streets.

**Executive Summary**

The applicant is requesting a Permanent License to Use in order to retain the existing structures in the right-of-way.

<b>Physical Characteristics</b>	The lots in the Evia subdivision are raised significantly higher than the surrounding streets, and often require a retaining wall, and staircase to connect the houses to the sidewalks. The existing one-story frame and siding structure sits approximately five (5) feet from the Hammock Trail right-of-way. During construction, however, one stair of the front porch staircase and part of the associated retaining wall was found to encroach into the Hammock Trail right-of-way.
<b>License to Use</b>	A License to Use (LTU) is required prior to placing items within or otherwise obstructing City right-of-ways in accordance with Chapter 32-5 of the City Code of Ordinances.
<b>Staff Recommendation</b>	Staff recommends Case 20P-007, request regarding a License to use the public right-of-way be approved, subject to the following conditions:

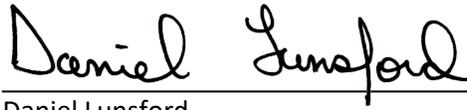
*Specific to Case 20P-007:*

1. The applicant shall be responsible for any damage to the right-of-way area caused by the maintenance of the existing structure, and should the right-of-way be damaged in any way, the applicant shall repair the area;
2. The licensee shall ensure that future construction or improvements do not increase the degree of encroachment in any way;

*Standard Conditions:*

3. The Licensee shall adhere to all comments/conditions received from City departments and shall obtain all required permits, construction documents, and inspections. Should conformance with the comments/conditions require alterations to the project, as approved, the case must be returned to the Planning Commission for additional review and approval. Failure to comply with all comments/conditions may result in penalties and/or revocation of this permit;
4. The cleaning of the debris from the site shall be the responsibility of the Licensee;
5. The Licensee and all of the Licensee's rights granted are conditioned that owners of utility facilities, whether publicly or privately owned, have at all times access to the property made subject of the License, together with the right to enter the property and excavate for the purpose of repairing, replacing, locating and maintaining such utility facilities, if any;
6. The Licensee shall execute the License to Use Agreement within 90-days from the date the Planning Commission approved the License to Use, otherwise the Agreement shall be of no further effect and shall be considered as having been canceled fully;
7. Licensee undertakes and promises to hold the City of Galveston harmless and to indemnify and defend it against all suits judgments, costs, expenses and damages that may arise or grow out of the use or grant of the license to use city right-of-way under this agreement regardless of fault;
8. The City does retain the right and option to cancel the License and terminate all rights of the License upon ninety (90) days written notice of such cancellation and termination, sent to Licensee at the mailing address provided herein; and, Licensee agrees and shall be obligated to vacate the property made subject of the license and to remove all improvements and/or obstruction located thereon at Licensee's own expense prior to the expiration of said 90-day notification period.

Respectfully Submitted,



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Daniel Lunsford  
Planner

March 12, 2020

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Date



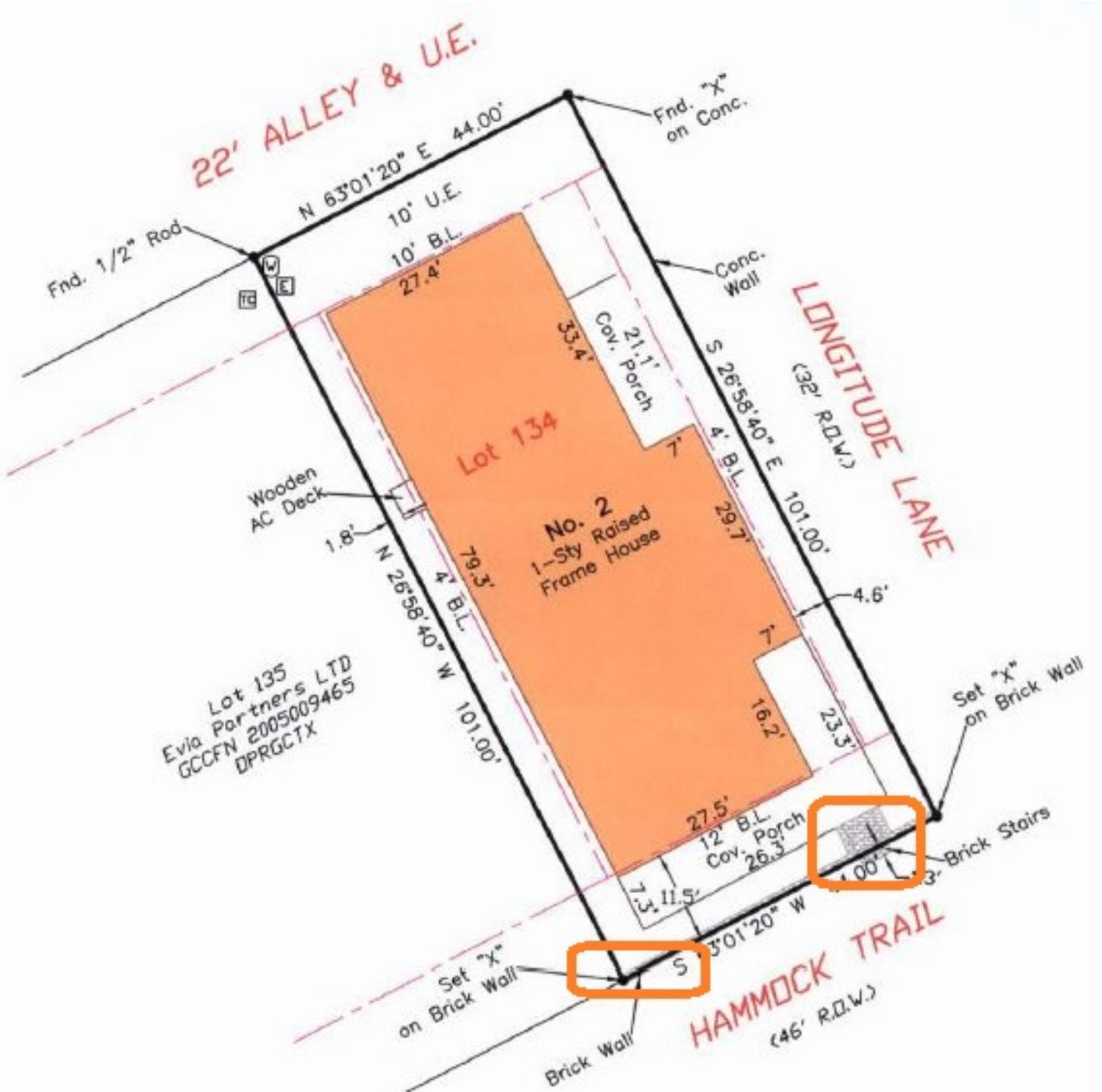
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Catherine Gorman, AICP  
Assistant Planning Director / HPO

March 12, 2020

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Date



As-Built Survey Showing Encroachments

2020-02-05 4:02 PM



2020-02-05 4:01 PM

