

LICENSE TO USE AGREEMENT
23P-096

WHEREAS, **Howard W. Hosek**, applicant, has requested a Permanent License to Use the City right-of-way adjacent to **1227 Ball / Avenue H** in conjunction with the placement of an **accessory structure** as described below.

WHEREAS, on **January 9, 2024**, the Development Services Department and City of Galveston Planning Commission finds the matter to be in the best interest of the health, safety and general welfare of the citizens of the City of Galveston ("City") and recommends that the license be granted, because at present, the use of this portion of said property described above is not inconsistent, nor will it interfere, with any present City use of the property.

NOW, THEREFORE, the City and Licensee, in consideration of the promises, covenants, and conditions hereby mutually agree as follows:

The City agrees to grant a license to **Howard W. Hosek**, Licensee, or any successor in interest, hereinafter referred to as Licensee, to occupy, maintain and utilize a portion of the City Right-of-Way described as a portion of the City Right-of-Way, adjacent to **1227 Ball / Avenue H** in conjunction with the placement of an **accessory structure** in the City and County of Galveston, Texas and being more fully described in Exhibit "A" attached and incorporated for all purposes.

The City agrees that this license is granted for a term of one (1) year, subject to renewal as provided in Paragraph B, unless sooner terminated according to other terms and provisions contained in this Agreement.

A. Licensee shall pay to the City the following fees for such license to use the city right of way:

1. Licensee shall pay an application fee of \$125.00 per license, receipt and sufficiency of which is hereby acknowledged the application fee and the one-time licensing fee are non-refundable, Licensee's application fee payment, is limited to use of the city right-of-way as described in paragraph A2 below.
2. An initial licensing fee. The fee shall be fifty dollars (\$50.00) for the first one thousand dollars (\$1,000.00) valuation and twenty-five dollars (\$25.00) for each additional one thousand dollars (\$1,000.00) valuation or fraction thereof. Said fee is due upon the execution of this Agreement and shall be the consideration for the issuance of the license to use the property described in Exhibit "A", in the City Right-of-Way. All sums hereunder are to be made payable to the City of Galveston.
3. Licensee shall also pay to the City of Galveston, an annual license renewal fee of **\$0.00**. Said fee is due and payable one year from date of execution of this Agreement, within 30 days of Licensee being invoiced by the City at the address provided in paragraph M below.

B. The City and Licensee agree that the above-described area is granted subject to the following conditions, terms and reservations:

1. The licensee shall ensure that the existing encroachments of the landing and stairs on the northwest corner of the property are removed upon completion of the new entrance;
2. The Licensee shall be responsible for any damage to the right-of-way area caused by the current and proposed items depicted in Exhibit A, and should the right-of-way be damaged in any way, the licensee shall repair the area;

3. The Licensee shall conform 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;
- C. 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;**
- D. Compliance with City Code provisions.** Licensee shall also comply with sections 32-5 (c)(1), (c)(2), and (c)(3) of the City Code, as amended, governing permanent licenses to use. Licensee must obtain all applicable permits and pay all required fees;
- E. Term.** Each initial license to use shall be valid for one year from the date of execution. Not less than thirty (30) days, nor more than sixty (60) days, before the expiration of the license, Licensee may apply for a renewal permit. Licensee shall submit such renewal request in writing to the Development Services Department, in the manner prescribed by the Development Services Department. The applicable license renewal fee must accompany such renewal. Upon approval of the application for renewal by the Director of the Development Services Department or designee, the Development Services Department shall issue a renewal permit, which shall be valid for a maximum of one (1) year from the date of issuance unless revoked, or as otherwise provided by state law. The City shall automatically revoke any license that is not renewed in a timely manner. In the event a license to use is revoked for failure to timely renew the same, the Licensee may reapply for a license, as if a license had never been issued;
- F. Effective date.** The effective date is upon approval of both parties, whichever is later.
- G. License granted subject to utility easements.** The Licensee and all of the Licensee's rights granted are expressly conditioned upon open access at all times, to utilities, whether public or private owned, to the property made subject of the License, including the right to enter the property and for the purpose of excavating, repairing, replacing, locating and maintaining such utility facilities, if any;
- H. City's Right of termination.** 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;

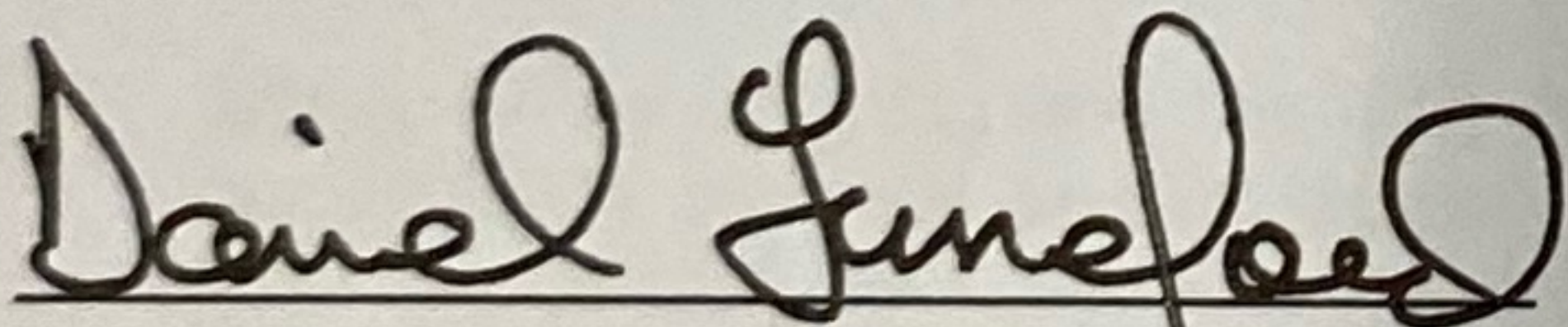
- I. **Intentional** or knowing non-compliance with any term or condition of the license is cause for license revocation. The Director of Planning shall follow the revocation process as required by Section 32-5(c)(7);
- J. **Complete agreement.** This Agreement constitutes the entire agreement between the City and Licensee. No agreements, modifications, implied or otherwise, shall be binding on any of the parties unless set forth in writing and signed by both parties;
- K. **Severability clause.** The phrases, clauses, sentences, paragraphs or sections of this Agreement are severable and, if any phrase, clause, sentence paragraph, or section of this license to use agreement should be declared invalid by the final decree or judgment of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement;
- L. **Applicable law.** The City and Licensee agree that this Agreement shall be construed in accordance with the laws of the State of Texas and that venue is proper in Galveston County; and,
- M. **Notice.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and shall be mailed by certified or registered mail, addressed as set forth below:

CITY OF GALVESTON

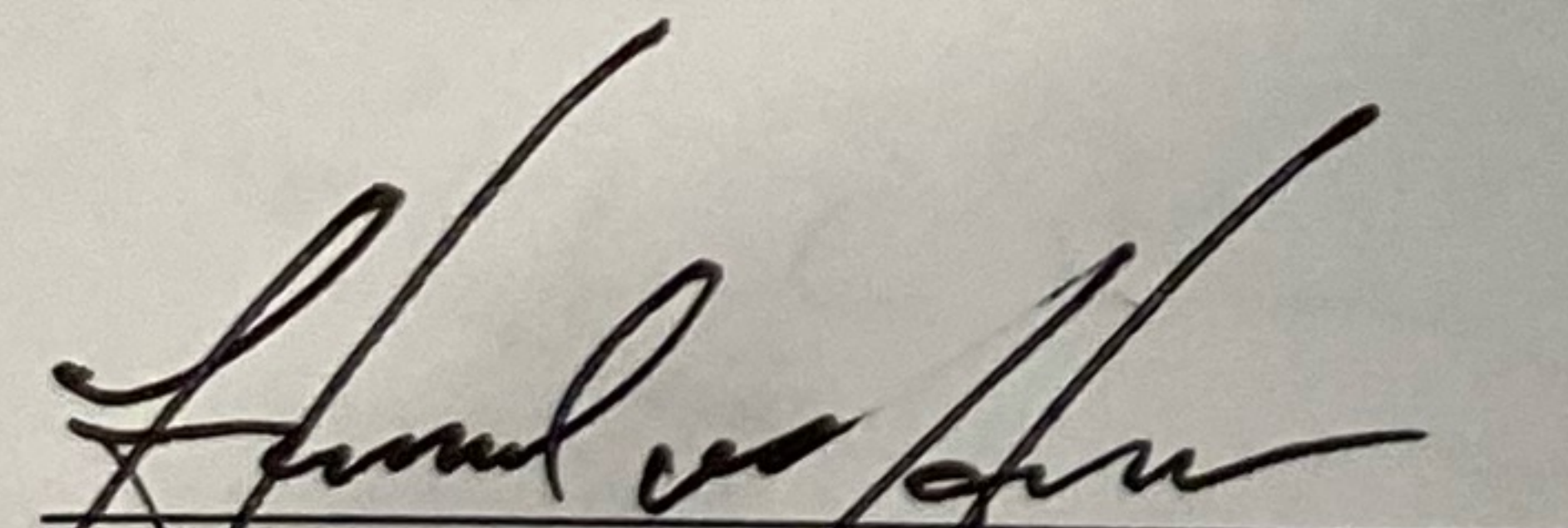
Director, Development Services Department
P.O. Box 779
Galveston, Texas 77553

LICENSEE

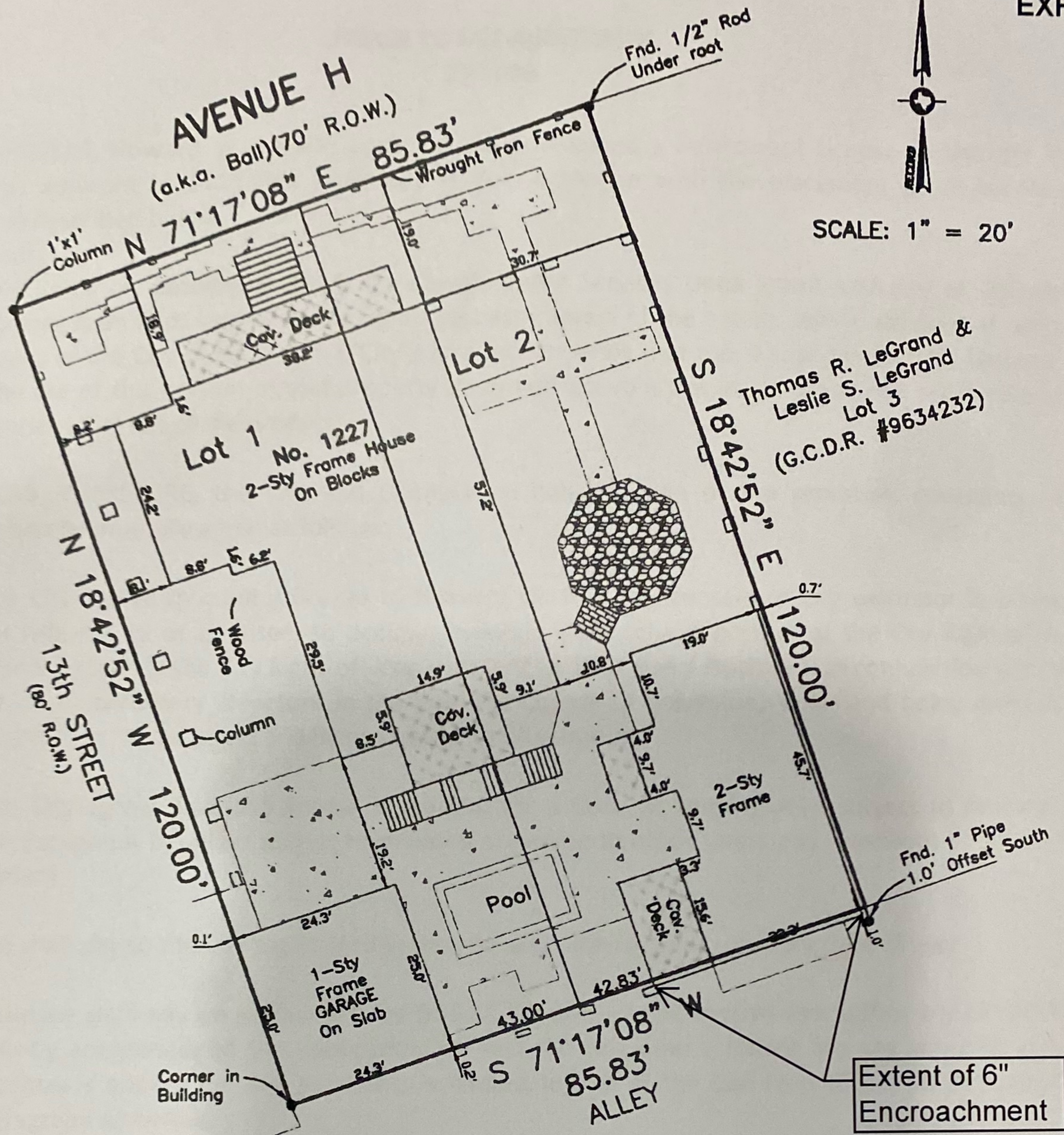
Howard W. Hosek
1227 Avenue H
Galveston, TX 77550


Development Services Department

01/25/24
Date


Licensee

1-23-24
Date

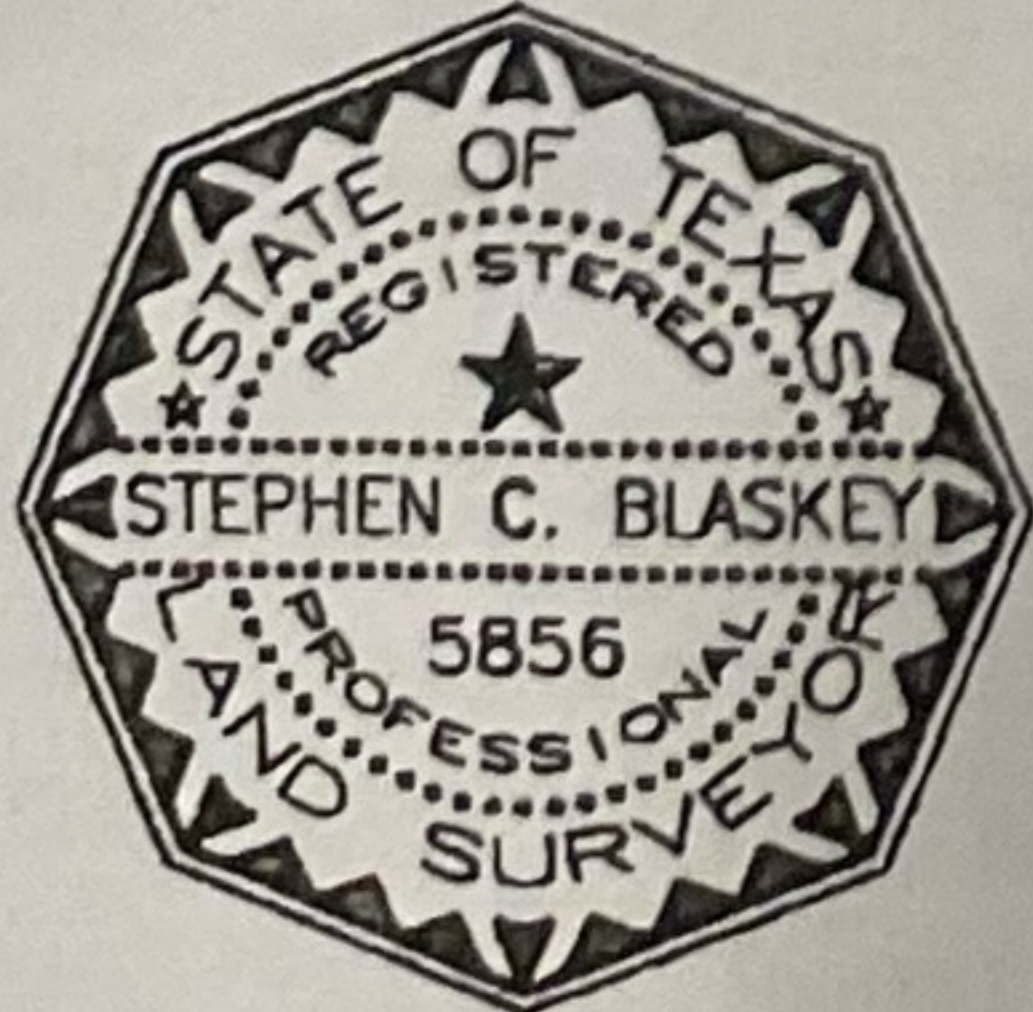


Thomas R. LeGrand &
Leslie S. LeGrand
Lot 3
(G.C.D.R. #9634232)

Survey of Lot One (1) and Two (2), in Block Two Hundred Fifty-two (252), in the City and County of Galveston, Texas, according to the map or plat thereof recorded in common use.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

Stephen C. Blaskey
Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



SURVEY DATE: NOVEMBER 29, 2023
FILE No.: 3505-0252-0001-000
DRAFTING: AM/RW
JOB No.: 23-0551

GALVESTON OFFICE
Registration Number: 10193855
(409) 740-1517 www.hightidelandsurveying.com
8017 HARBORSIDE DRIVE | GALVESTON, TX 77554
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

- NOTES:
- 1) This property does lie within the 100 Year Flood Plain as established by the Federal Emergency Management Agency.
 - 2) This property is subject to any restrictions of record as established by the City, Plat, or Subdivision Covenants and Restrictions; may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by OSHA (call your power company).
 - 3) Bearings based on Monumentation of the North R.O.W. line of Avenue I.
 - 4) Surveyed without benefit of a Title Report.