No. 09-0387

In The Supreme Court of Texas

CAROL SEVERANCE,
Plaintiff-Appellant,

v.

JERRY PATTERSON, COMMISSIONER OF THE TEXAS GENERAL LAND OFFICE; GREG ABBOTT, ATTORNEY GENERAL FOR THE STATE OF TEXAS; AND KURT SISTRUNK, DISTRICT ATTORNEY FOR THE COUNTY OF GALVESTON, TEXAS,
Defendants-Appellees.

On Certified Questions from the
U.S. Court of Appeals for the Fifth Circuit

SUPPLEMENTAL BRIEF ON THE MERITS

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TABLE OF CONTENTS

INDEX OF AUTHORITIES

Cases

Statutes

Other Authorities

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SUPPLEMENTAL BRIEF ON THE MERITS

I. THE DISPUTE BEFORE THIS COURT IS MOOT.

Severance acknowledges that she has taken unilateral action to render her lawsuit moot by selling "the last remaining home involved in this suit." Letter from Severance to Texas Supreme Court (June 27, 2011). The Court should accept her explanation in the spirit it was offered. Surely Severance faced financial pressure to sell a mortgaged house that she was not renting. Indeed, few could have resisted the federal buyout program, which yielded Severance over $400,000 for a badly damaged house that she purchased in 2005 for under $300,000.

But judicial sympathy does not confer subject matter jurisdiction. "Standing is a constitutional prerequisite to maintaining suit in either federal or state court." *Williams v. Lara*, 52 S.W.3d 171, 178, 184-85 (2000) (relying extensively on federal cases in addressing mootness). The standing requirement in state court derives from the separation of powers, TEX. CONST. art. II, § 1 and the open courts provision, *see id.* art. I, § 13. *Tex. Ass'n of Business v. Tex. Air Control Bd.*, 852 S.W.2d 440, 444 (1992). In both state and federal courts, the analysis of standing is the same. *Id.* 444.

In a recent letter to the Fifth Circuit, which she forwarded to this Court, Severance hints that three exceptions to mootness are keeping her lawsuit alive. Letter from Severance to Fifth Circuit (June 23, 2011). First, she claims that her house on Sunbather Drive, which is not part of this lawsuit, gives her a personal stake in the outcome of this litigation. *Id.* Second, citing the "collateral consequences doctrine," she alleges residual "collateral personal and legal consequences" from the State's past refusal to let her rebuild and rent her homes. *Id.* Third, she alleges that her injuries are "capable of repetition yet evading review." *Id.* If this is the best Severance can offer—and surely it is, since she has known about the closing for months—then this case should be swiftly returned to the Fifth Circuit for dismissal as moot. The lawsuit has lost its only plaintiff, and the Court should refuse to push forward without one. *Contra* CHARLES DICKENS, BLEAK HOUSE 482 (George Ford & Sylvère Monod eds., Modern Library 1985) (1853) ("The one great principle of the English law is, to make business for itself.").

A. The Sunbather House Does Not Give Severance a Concrete Stake in this Lawsuit.

Severance's most developed argument against mootness is that her house on Sunbather Drive remains subject to a public easement. Letter from Severance to Fifth Circuit (June 23, 2011). She explains that the Sunbather house was not made part of her complaint because it was not subject to the public easement when her lawsuit was filed. *Id.* But, she claims, it is now subject to the easement because Hurricane Ike moved the vegetation line. *Id.*

The Sunbather house was not part of the complaint and has not appeared in any pleading until now. Bringing this house into the lawsuit offends the long-settled principle that standing cannot be "inferred argumentatively from averments in the pleadings," *Grace v. American Central Ins. Co.*, 109 U.S. 278, 284 (1883), but rather "must affirmatively appear in the record." *Mansfield C. & L.M.R. Co. v. Swan*, 111 U.S. 379, 382 (1884). This issue frequently arises with public interest litigants, and the United States Supreme Court has repeatedly warned such plaintiffs that facts supporting jurisdiction must be pleaded in the complaint. *Summers v. Earth Island Institute*, 555 U.S. 488 (2009); *Citizens for a Better Environment v. Steel Company*, 523 U.S. 83 (1998); *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 560 (1992); *Warth v. Seldin*, 422 U.S. 490, 506 (1975); *see also Friends of the Earth, Inc. et al. v. Laidlaw Environmental Services, Inc.*, 528 U.S. 167 (2000).

In any event, Severance's representations concerning the Sunbather home are, to put it mildly, mistaken. Her letter to the Fifth Circuit suggests that the Sunbather home

sits unrented and unrepaired on the public beach. But Severance repaired the Sunbather home after Hurricane Ike and has been renting it for up to $5,100 per week. Ex. A-C. How could she be renting the house when repairs and construction are supposedly not permitted on the public easement? Because contrary to Severance's representations, the Sunbather house is not subject to the easement. Although the temporary boundary line set by the Texas General Land Office just a few weeks after Hurricane Ike put the Sunbather house on the public easement, a revised line was released in August 2009, reflecting the 200-feeet from mean low tide default required by the Open Beaches Act. This revised line moved the boundary almost 100 feet closer to the water, leaving the Sunbather house out of the easement. TEX. NAT. RES. CODE § 61.016(b); Leigh Jones, *Brouhaha Over Beach-Front Buyout*, THE DAILY NEWS (Galveston), October 4, 2009 (Ex. A.). Apparently Severance has been misrepresenting the status of her Sunbather house for years, but that does not make her statements true. *See id.* (reporting that Severance's Sunbather house has come to symbolize abuse of the federal buyout program and that that one local developer "used photos of Severance's [Sunbather] house, occupied by an obviously large party of weekend visitors, to persuade the [Galveston] council in early September to look again at the buyout program.").

B. Residual Damages for Severance's Inability to Repair Her Houses and Her Loss of Rental Income Cannot Keep this Lawsuit Alive.

The best that can be said for Severance's remaining arguments is that they do not rest on misrepresentations. Her letter to the Fifth Circuit cites the "collateral consequences" doctrine, which applies when it becomes impossible to grant the primary

relief requested, but where a court may still fashion some declaratory remedy that will resolve lingering harm. RICHARD H. FALLON, JR., ET AL., HART AND WECHSLER'S THE FEDERAL COURTS AND THE FEDERAL SYSTEM 208 (5th ed. 2003). This doctrine's textbook application is to criminal or civil sanctions that expire while a lawsuit is pending. Courts recognize that, even though sanctions may have run their course, there often exists a lingering stigma of having been sanctioned. The doctrine empowers courts to reverse the expired sanction, vindicating the plaintiff's good name. *See Connell v. Shoemaker*, 555 F.2d 483 (5th Cir. 1977).

Severance claims to have "ongoing collateral personal and legal consequences" from the State's past refusal to let her rebuild and rent her homes. Letter from Severance to Fifth Circuit (June 23, 2011). It is difficult to understand how this assertion fits into the collateral consequences doctrine. But, in any event, Severance has forfeited any such claim. The "collateral consequences" she cites are nothing more than damages for lost rental income, a claim not pleaded in her complaint seeking declaratory and injunctive relief. *Alvarez v. Smith*, 130 S. Ct. 576, 580 (2009) (dismissing as moot and vacating the lower court's opinion after the government returned property to the plaintiff because "we have before us a complaint that seeks only declaratory and injunctive relief, not damages"). Plaintiffs who seek damages do not need the collateral consequences doctrine to avoid mootness. And the collateral consequences doctrine is not a vehicle for smuggling in damages claims not asserted in the complaint.

C. This Dispute Is Not Capable of Repetition Yet Evading Review.

Severance also argues that this dispute is not moot because it is capable of repetition yet evading review. Letter from Severance to Fifth Circuit (June 23, 2011). This contention is twice wrong. The Supreme Court allows claims for prospective relief to go forward despite abatement of the underlying injury in "exceptional situations," *Los Angeles v. Lyons*, 461 U.S. 95, 109 (1983), where: "(1) the challenged action [is] in its duration too short to be fully litigated prior to its cessation or expiration, and (2) there was a reasonable expectation that the same complaining party would be subjected to the same action again." *Weinstein v. Bradford*, 423 U.S. 147, 149 (1975).

But for the exception to apply, the challenged action must evade review with respect to *all* potential plaintiffs, not just Severance. *DeFunis v. Odegaard*, 416 U.S. 312, 319 (1974) ("If the admissions procedures of the Law School remain unchanged, there is no reason to suppose that a subsequent case attacking those procedures will not come with relative speed to this Court . . . ."). Texas has hundreds of miles of coastline subject to public easement, so it is difficult to imagine how this issue could not arise again. Nor is there reason to believe that it cannot be resolved expeditiously, especially if the plaintiff resorts to the state courts, as the United States Supreme Court has repeatedly instructed them to do. *Williamson County Planning Commission v. Hamilton Bank of Johnson City*, 473 U.S. 172 (1985); *San Remo Hotel v. City and County of San Francisco*, 545 U.S. 323 (2005).

The exception does not apply for a second, independent reason: Severance took voluntary action to moot her own case. The exception ensures that fleeting injuries do

not evade review. But if the injury in this case was fleeting, it is only because Severance chose to sell her house. She proposes an upside-down version of the voluntary cessation doctrine with no basis in law or logic. The application of the Open Beaches Act is not "in its duration too short to be fully litigated." *Weinstein,* 423 U.S. at 149. It can be easily challenged by any coastal landowner who does not take unilateral action to moot their own lawsuit.

II. THIS COURT HAS NO JURISDICTION TO ANSWER CERTIFIED QUESTIONS AFTER THE DISPUTE IS RENDERED MOOT, JUST AS FEDERAL COURTS AND ALL AMERICAN COURTS LACK JURISDICTION TO RESOLVE EMPTY DISPUTES.

This Court has no jurisdiction to answer certified questions after the underlying lawsuit is rendered moot. The Texas Constitution provides jurisdiction "to answer questions of state law certified from a federal appellate court." TEX. CONST. art V, § 3-c(a). The Texas Rules of Appellate Procedure confirm that the Court may exercise such jurisdiction only to resolve live controversies. TEX. R. APP. P. 58.1 (limiting the Court's certified question jurisdiction to "*determinative* questions" only) (emphasis added). Because Severance has sold the house that is subject to the public easement, the Court's answer to the certified question in this case would determine nothing.

This is more than a textual limitation on the Court's jurisdiction; it is the essence of what it means to be a court. The power of judicial review in a democratic society exists only as a necessary incident of the power to resolve live disputes. *See* RICHARD H. FALLON, JR. ET AL., HART AND WECHSLER'S THE FEDERAL COURTS AND THE FEDERAL SYSTEM 67 (5th ed. 2003) ("The power of judicial review is anomalous . . . and is tolerable only insofar as necessary for *the resolution of cases*.") (emphasis added). The

implementation of certified question jurisdiction, like the Declaratory Judgment Act, is a technical innovation that provides a procedural vehicle for the efficient resolution of live disputes. It was never intended to fundamentally alter the nature of adjudication and the balance of power between the branches of government.

Severance envisions this Court sitting as the European Court of Justice, pondering abstract legal issues referred by member states. JOSEPHINE STEINER, TEXTBOOK ON EC LAW 319 (4th ed. 1994). But in American courts a concrete injury is a functional requisite of adjudication, and the absence of such cannot be set aside by invoking the Court's certified question jurisdiction. The answer to a certified question is not an advisory opinion, even if it is sometimes said that certified questions are "essentially . . . advisory," *Lucas v. United States*, 757 S.W.2d 687, 702 n.1 (Tex. 1988) (Phillips, C.J., dissenting).

The distinctive feature of an advisory opinion is that it "addresses only a hypothetical injury" without "remedying an actual or imminent harm." *Tex. Ass'n of Business*, 852 S.W.2d at 444. There was nothing "hypothetical" about the injury that Severance asserted in federal district court. She alleged an actual injury and a concrete dispute with the government. The resulting case generated a record, which was forwarded along with the certified question to this Court by the Fifth Circuit. Most significantly, this Court accepted the certified question to conclusively determine the rights of the parties by issuing an opinion with res judicata and stare decisis effect that, under *Erie*, would authoritatively settle state law on the question certified. *See Spencer v. Aetna Life & Cas. Ins. Co.*, 611 P.2d 149, 151 (Kan. 1980); *In re Richards*, 223 A.2d 827

(Me. 1966), 223 A.2d at 832; *Wolner v. Mahaska Indus., Inc.*, 325 N.W.2d 39, 40 (Minn. 1982).

Nor are the Justices of this Court laboring as federal law clerks in robes, drafting memoranda on state law issues. This Court answers certified questions always with an eye toward resolving a concrete dispute. That is why this Court and all state supreme courts observe the practice of answering only the number of certified questions necessary for disposing of the case. *See, e.g., Tawes v. Barnes*, __S.W.3d__, 2011 WL 1446097, at *1 (2011) ("[W]e answer this question in the negative, and therefore do not reach the Fifth Circuit's remaining certified questions."); *see also Baird v. Attorney Gen.*, 360 N.E.2d 288, 292 (Mass. 1977) (refusing to answer two of the questions certified because the court viewed its response to the third question as dispositive); *Buskin Assoc., Inc. v. Raytheon Co*., 473 N.E. 662, 671 (Mass. 1985) (same); *Hiram Ricker & Sons v. Students Int'l Meditation Soc'y*, 342 A.2d 262, 269 (Me. 1975) (same); *Aldrich v. Aldrich*, 127 S.E.2d 385, 388 (W.Va. 1962) (same); *Schneider Nat., Inc. v. Holland Hitch Co.*, 843 P.2d 561, 567 (Wy. 1992) (same). The practice of answering only the necessary questions certified points the way to the proper outcome: No answer from this Court is required to dispose of this case, so none should be given.

III. THE PROPER DISPOSITION IS TO VACATE THE OPINION ON WHICH REHEARING WAS GRANTED AND RETURN THE CERTIFIED QUESTION UNANSWERED.

Severance mooted this lawsuit and deprived the State of Texas of an opportunity for further review of an opinion addressing fundamental issues of Texas law under active reconsideration by this Court. State law offers no clear guidance on the proper

disposition of such opinions, stranded on appeal by unilateral action of the prevailing party, but we respectfully urge the Court to adopt the longstanding practice of the federal courts and vacate its preliminary opinion in this case.

This Court has unquestionable authority to properly dispose of a case when deprived of subject matter jurisdiction. *Travelers Ins. Co. v. Joachim*, 315 S.W.3d 860, 865 (Tex. 2010) (observing that the Court "retain[s] certain limited authority to dispose of the case."). In the past, the Court has exercised that authority to vacate judgments and opinions under review. *Valley Baptist Med. Ctr. v. Gonzalez*, 33 S.W.3d 821, 821-22 (Tex. 2000) (vacating a court of appeals' opinion upon determining that neither this Court nor the lower court had subject matter jurisdiction). The State seeks that same relief here.

The Court should vacate the opinion on which rehearing was granted and return this matter to the U.S. Court of Appeals for the Fifth Circuit to dismiss as moot. Although an open question under State law, there is no doubt that a federal court will vacate it prior opinion in this situation. It is the "established practice" in federal court to vacate the opinion under review when, through either happenstance or action of the prevailing party, a case "become[s] moot while on its way here, or pending [a] decision on the merits." *United States v. Munsingwear, Inc.*, 340 U.S. 36, 39–40 (1950). Federal courts of appeals strictly adhere to this practice, vacating if they are made aware of events that moot the case during the time available to seek rehearing or certiorari. 13A CHARLES A. WRIGHT, ARTHUR R. MILLER & EDWARD H. COOPER, FEDERAL PRACTICE AND PROCEDURE § 3533.10, at 435 (2d ed. 1984). The United States Supreme Court will likewise vacate if the prevailing party moots a case "during the pendency of a petition for

certiorari, or after the granting of such petition but prior to decision by the Supreme Court." RICHARD H. FALLON, JR., ET AL., HART AND WECHSLER'S THE FEDERAL COURTS AND THE FEDERAL SYSTEM 210 (5th ed. 2003).

There is nothing unique about appellate practice in federal court that would counsel against adopting the federal approach in Texas. Indeed, this Court routinely "look[s] to the more extensive jurisprudential experience of the federal courts" on questions of mootness doctrine. *Tex. Ass'n of Business*, 852 S.W.2d at 444. And every state supreme court to consider this question has followed the federal practice of "eras[ing] the whole case from the books" when it becomes moot pending review. *Matter of Park East Corp. v. Whalen*, 43 N.Y.2d 735, 736, 372 N.E.2d 578 (N.Y. 1977); *see Anglers of AuSable, Inc. v. Department of Environmental Quality*, 489 Mich. 884, 796 N.W.2d 240 (Mich. 2011); *In re Candace H.*, 259 Conn. 523, 527 & n. 5, 790 A.2d 1164 (Conn. 2002); *First Commerce of America, Inc. v. Nimbus Center Assoc.*, 329 Or. 199, 208-09, 986 P.2d 556 (Or. 1999); *Krohn v. Redings Mill Fire Dep't*, 893 S.W.2d 399 (Mo. App. 1995); *Byerly v. South Carolina Nat. Bank Corp.*, 313 S.C. 385, 438 S.E.2d 233 (S.C. 1993); *Village of South Elgin v. City of Elgin*, 203 Ill. App. 3d 364, 561 N.E.2d 295 (Ill. 1990); *Van Schaack Holdings, Ltd. v. Fulenwider*, 798 P.2d 424, 427 (Colo. 1990). Where the state high court is silent, intermediate courts of appeals in Texas and elsewhere have also vacated upon mootness. *WesternGeco Res., Inc. v. Burch*, 317 S.W.3d 555 (Tex. App.—Houston [14th Dist.] 2010) (vacating panel opinion when the case became moot after en banc rehearing was granted); *Young's Realty, Inc. v. Brabham*,

896 So.2d 581, 583 (Ala. Civ. App. 2004); *Aircall of Hawaii, Inc. v. Home Props., Inc.*, 6 Haw. App. 593, 733 P.2d 1231 (Haw. App. 1987).

The federal practice enjoys widespread acceptance because it is sound policy. Vacating the opinion "preserve[s] the rights of all parties" by clearing the way for future litigation and full review of the question presented. *Munsingwear*, 340 U.S. at 39–40. It also refuses to reward gamesmanship by ensuring that the prevailing party cannot unilaterally deprive the losing party of an opportunity for full review. A contrary rule creates incentives for prevailing parties to moot their lawsuits as soon as review or rehearing is granted, obtaining through unilateral action what the prevailing party was unable to accomplish in opposing a rehearing motion or a petition for review.

Although vacating a reasoned opinion seems wasteful, that sentiment fundamentally misunderstands the source of judicial legitimacy. Courts invalidate popular enactments because they must—because faced with an injured plaintiff—not out of misplaced desire to recapture sunk costs. Here no injured plaintiff remains, so the Court should not retain an opinion gutting a constitutional amendment that commanded the support of over 77% of Texas voters. To do so would create needless conflict with the Legislature, the Executive, and the citizens of Texas. *Clarke v. United States*, 915 F.2d 699, 708 (D.C. Cir. 1990) (holding that vacatur upon mootness is particularly appropriate where "retention of the precedent creates a gratuitous conflict with a co-equal branch of government"). Having already granted the motion for rehearing, the Court should vacate its prior opinion and return the certified question unanswered. *See Anglers of AuSable, Inc. v. Department of Environmental Quality*, 489 Mich. 884, 796 N.W.2d

240 (Mich. 2011) (granting motion for rehearing, vacating the opinion, and returning the certified question unanswered). An alternate approach to the same end would be vacating the prior opinion, quashing the order accepting certification, and issuing an order declining to accept certification in a moot lawsuit. *City of Las Cruces v. El Paso Elec. Co.*, 124 N.M. 640, 647, 954 P.2d 72, 79 (N.M. 1998) (adopting that approach).

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of this supplemental brief was served via electronic mail on July 5, 2011 on the following counsel of record:

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Appendix

APPENDIX TABLE OF CONTENTS

A

GALVESTON COUNTY THE DAILY NEWS
Thursday, June 30 | Texas' Oldest Newspaper: Since 1842

Brouhaha over beach-front buyout

By Leigh Jones
The Daily News

Published October 4, 2009

GALVESTON — Kay Leipzig's two-story, beach-front house is the only one in the Sands of Kahala Beach subdivision completely repaired after Hurricane Ike.

Leipzig and her husband, Bruce, spent about $139,000 replacing the sand underneath the house, putting back the garage walls that were blown out by storm surge and repairing damaged pipes and wiring.

Most of their 11 neighbors are making similar repairs, but four have asked the city to buy them out under the federal Hazard Mitigation Grant Program. The city council will consider giving its final approval to the buyouts Thursday.

Although City Manager Steve LeBlanc has so far supported the buyout program and intends to encourage the council to vote to buy houses now on the public beach, he said he might ask the council to postpone its decision on some properties that could be repaired.

Leipzig and other Sands of Kahala homeowners hope to persuade the council to deny buyouts for the four houses in their neighborhood. The houses could be fixed easily, neighbors said.

But homeowners on the buyout list said the houses qualify for the program, the sales contracts are just days away from being signed and the council will consign them to bankruptcy if it denies the buyouts now.

'Taking Advantage'

Sands of Kahala Beach is a single-street neighborhood sandwiched between the beach and FM 3005 near 9 Mile Road.

The 12 houses on Sunbather Lane had sand in front of them before Hurricane Ike, but the storm's surge scooped away about 25 feet of beach, leaving the Gulf of Mexico dangerously close to the structures' pilings.

The temporary beach boundary line set by the Texas General Land Office just a few weeks after the storm put almost all of the houses in the subdivision on the public beach easement, where state officials could have had them removed under the Texas Open Beaches Act.

But the revised line, released in early August, moved the boundary almost 100 feet closer to the water and put all of the houses in the neighborhood out of the easement.

Now that the houses can be repaired and used, the city shouldn't spend tax money, even if it's coming from the federal government, to buy them, Dan Kellogg, the Leipzigs' next-door neighbor, said.

"There are houses that need to be included in the program," he said. "And then there are houses, in our opinion, that are taking advantage of the program at the expense of the taxpayers."

Minimal Damage

None of the homeowners opposing the buyouts in Sands of Kahala opposes the program in general. Houses that are on the public beach and obviously have structural damage should be bought out, they said.

But all of the houses in Sands of Kahala sustained about the same amount of damage, and none of it was serious enough to legitimately qualify for the program, Leipzig said.

When the Gulf of Mexico surged ashore during Ike, the houses' downstairs walls and slabs washed away, as they were designed to do, Leipzig said. But the storm didn't penetrate the houses' living areas, which are raised about 16 feet off the ground, per city code, she said.

Leipzig, Kellogg and Bob McDonald all spent about the same amount repairing their damage.

None of the repair bills totaled more than half the structure's value — a requirement of getting a buyout.

'Dangerous Places'

Federal inspectors working for the city to assess damage to properties after the storm determined none of the houses on Sunbather Lane was more than 50 percent damaged. All could be repaired.

But as part of their applications for the buyout program, the four homeowners hired engineers and appraisers to prove the damage to their houses was substantial, much worse than the city's inspectors thought.

"My house is unsafe," Larry Bishop told the city council Sept. 17. "It's substantially damaged. I want to rent it out. I don't want to go anywhere. But these houses are dangerous places."

Although Bishop said his house was unsafe, he described it differently when he listed it for sale earlier this year.

Ike damaged the lower level but did not do any damage upstairs, according to the listing.

Bishop's house, at 11851 Sunbather Lane, was valued at $647,000 by the Galveston Central Appraisal District before the storm but was listed for sale at $1.1 million.

The house has since been taken off the market.

A Business Decision

Although Bishop said his house was too dangerous to rent, at least one of the other houses on the buyout list is not.

Carol Severance repaired her house after it was accepted into the program and has continued to rent it for $5,100 a week during the summer, something the federal regulations allow, she told the council.

"Believe me, if I didn't have income coming in from the houses I have here, I would go bankrupt," Severance said. "It was a business decision."

Sands of Kahala developer Bruce Reinhart used photos of Severance's house, occupied by an obviously large party of weekend visitors, to persuade the council in early September to look again at the buyout program.

City officials since then have discussed the small subdivision's situation and debated their recommendation to the council, LeBlanc said.

In The Public Interest

When city staff members promoted the program earlier this year, they based their decision on the best information they had at the time, LeBlanc said.

But the situation has changed, he said.

The land office moved the public beach boundary line, giving more homeowners an opportunity to make repairs, and announced plans to start work later this month on a 7-mile beach reconstruction project between the western end of the seawall and 13 Mile Road.

The work will widen the beaches by 200 feet, putting many houses further away from the Gulf of Mexico.

The city has to factor those changes into its final decisions about the buyouts and not be swayed by the emotional reactions of homeowners or those who want to punish people who buy houses so close to the Gulf, LeBlanc said.

"We're trying to decide what's in the best public interest to do," he said.

+++

At A Glance

WHAT: City council meeting

WHEN: 4 p.m. Thursday

WHERE: City council chambers, 823 Rosenberg Ave.

+++

Buyout List

4421 Antigua

4425 Antigua

12702 Bermuda Beach

12913 Bermuda Beach Drive

13022 Bermuda Beach Drive

12829 Bermuda Beach Drive

12925 Bermuda Beach Drive

13127 Bermuda Beach Drive

13223 Bermuda Beach Drive

12911 Bermuda Beach Drive

12921 Bermuda Beach Drive

13009 Bermuda Beach Drive

13101 Bermuda Beach Drive

13107 Bermuda Beach Drive

13124 Bermuda Beach Drive

13125 Bermuda Beach Drive

11207 Bernice

11213 Bernice

17407 Bristow

17510 Bristow

4222 Buccaneer Blvd.

B

Cazoodle Vacation Rental — One stop search for your dream vacation rental!

Location: USA > Texas > Galveston [Change Location]

Sleeps Any Rent Min Max Per Day Search

Floorplans

Sleeps	Beds	Baths	Rent (mouse over to see price detail)

11825 Sunbather Ln, Galveston, TX 77554-8839, US

Posted on : **2011-05-18** at bayreef.com

Description

ALOHA 11825 Sunbather Lane Beachfront in Sands of Kahala Beach 5 Bedrooms, 4 Baths, Sleeps 16 3K, Q, Trundle, T Futon, D Futon, D Bunk Experience beach living at its finest at this premiere beachfront home! Five bedrooms, a great floor plan and a host of amenities make this a great choice for families. An open floor plan spans the length of the house and features a wall of windows showing off great Gulf views. The living area on the main level features a comfortable seating area with a 53" big screen TV, a dining area and additional seating at the kitchen island. Silestone counters are found in the kitchen and there are hardwoods throughout the house. On the upper level, there's a spacious loft with pool table, wet bar and TV mounted on the wall. Three of the bedrooms have king beds, and the fourth bedroom has a queen bed - perfect for the adults in your group - and for the younger crowd, the other bedroom contains a double bunk bed. Four of the bedrooms have a private bath (the bunkroom does not) and four of them feature flat panel televisons. If you need to stay "connected" while at the beach, Aloha has free unlimited domestic long distance. Huge decks adorn this house - both covered and uncovered - and there's great deck furniture to enjoy sunning, relaxing or watchin for dolphins in the Gulf. When you're ready for the beach, it's only steps away! Beachfront properties are as close to the Gulf of Mexico as possible. During Peak Season, these homes rent weekly ONLY.

Amenities

Mon to Mon / No Pets / No Smoking;; Central A/H; TV's; Cable TV; Dishwasher; Microwave; Washer/Dryer; Pool Table; linens and travel insurance provided.

Visit original site for contact info | See similar listings..

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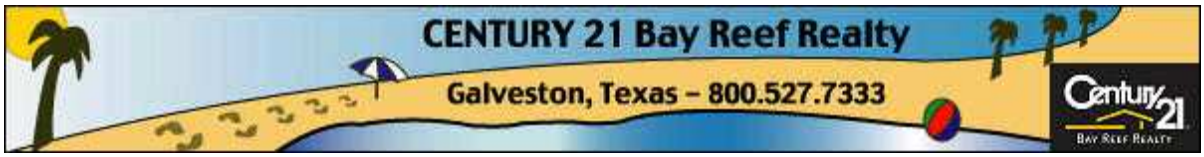
Feedback

C



Rental Reminders - Linens Provided - Rental Calendar - Damage Deposits

Galveston Beach House Rental

ALOHA

ALOHA
11825 Sunbather Lane
Beachfront in Sands of Kahala Beach
5 Bedrooms, 4 Baths, Sleeps 16
3K, Q, Trundle, T Futon, D Futon, D Bunk

Experience beach living at its finest at this premiere beachfront home! Five bedrooms, a great floor plan and a host of amenities make this a great choice for families. An open floor plan spans the length of the house and features a wall of windows showing off great Gulf views. The living area on the main level features a comfortable seating area with a 53" big screen TV, a dining area and additional seating at the kitchen island. Silestone counters are found in the kitchen and there are hardwoods throughout the house. On the upper level, there's a spacious loft with pool table, wet bar and TV mounted on the wall. Three of the bedrooms have king beds, and the fourth bedroom has a queen bed - perfect for the adults in your group - and for the younger crowd, the other bedroom contains a double bunk bed. Four of the bedrooms have a private bath (the bunkroom does not) and four of them feature flat panel televisons. If you need to stay "connected" while at the beach, Aloha has free unlimited domestic long distance. Huge decks adorn this house - both covered and uncovered - and there's great deck furniture to enjoy sunning, relaxing or watchin for dolphins in the Gulf. When you're ready for the beach, it's only