



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, August 19, 2020 at 6:30 PM

Notice is hereby given that the Zoning and Planning Commission (ZAPCO) of the City of West Lake Hills, Texas, will hold a Regular Remote Meeting on the 19th day of August 2020 at 6:30 p.m., in the Council Chamber, Municipal Building, 911 Westlake Drive, West Lake Hills, Texas, at which time the following items will be discussed, to-wit:

REMOTE ACCESS ONLY:

In accordance with the order of the Office of the Governor issued March 16, 2020, the Zoning & Planning Commission of the City of West Lake Hills will conduct a telephonic meeting in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19).

The public may participate in this meeting by dialing in to the following toll-free number **1-346-248-7799, Meeting ID 852 0212 1890, Password: 387042**

If you wish to speak during the meeting, please submit your **name, phone number and the item #** you wish to speak on at least 6 hours prior to the meeting (12:30 p.m. on Wednesday August 19th) by emailing planner@westlakehills.org or pzsec@westlakehills.org.

Members of the public who wish to submit their written comments in lieu of speaking shall submit their comments by emailing planner@westlakehills.org or pzsec@westlakehills.org. **Comments must be received by 12:30 P.M. on August 19th.**

The meeting will be live streamed here: <http://mixlr.com/city-of-west-lake-hills/> and the audio will be available on the City’s website the day after the meeting.

1. Call to Order. Chairman Robert Meisel.
2. Administration Executive Session: An Executive Session may be held in accordance with the authority contained in Texas Government Code, section 551.071 for:

- a. Consultation with City Attorney regarding legal duties and responsibilities of ZAPCO Commissioners.
3. Consent Agenda The following items are considered to be self-explanatory by the Commission and will be enacted with one motion. There will be no separate discussion of these item/s unless a Commission Member or citizen so requests.
 - a. Approval of the July 15, 2020 Regular Meeting Minutes.
4. Land Use 437 Brady Lane: Discussion/recommendation of a variance application for three (3) variances in order to construct an outdoor patio/landscaping project: 1) Increase impervious cover from 40% to 43%; 2) Building and roof eave encroachment into the side setback; 3) Tree and vegetation removal for the encroachment into the 1/2 critical root zone of Tree # 975 - 17" Live Oak (West Lake Hills Code Sections 22.03.281 and 22.03.304). Applicants/Owners Allyson & Michael Marshall.
 - a. Staff Briefing
 - b. Presentation by applicant
 - c. Public Hearing: All persons wishing to speak for or against shall be heard.
 - d. Deliberation and Action
5. Land Use 2 Hull Circle: Discussion/recommendation of a variance application for four (4) variances in order to remodel an existing residence: 1) building encroachment into the front setback - carport; 2) building encroachment into a setback - building addition; 3) excavation greater than 18" in a setback; 4) construct a new residential driveway less than the 12ft required minimum width (West Lake Hills Code Sections 22.03.281, 22.03.170, and 22.03.175). Owners/Applicants Katherine & Michael Alexander.
 - a. Staff Briefing
 - b. Presentation by applicant
 - c. Public Hearing: All persons wishing to speak for or against shall be heard.
 - d. Deliberation and Action
6. Land Use 2 Downie Place: Discussion/recommendation of a request to partially release a drainage easement in order to construct a storage area (West Lake Hills Code Sec. 36.01.017). Owner/Applicant William Wiese.
 - a. Staff Briefing
 - b. Presentation by applicant
 - c. Public Hearing: All persons wishing to speak for or against shall be heard.
 - d. Deliberation and Action
7. Land Use 707 Bulian Lane: Discussion/recommendation of a request to release a guy wire easement in order to construct a new septic field (West Lake Hills Code Sec. 36.01.017). Owners/Applicants Sheila & Ronald Paynter.

- a. Staff Briefing
- b. Presentation by applicant
- c. Public Hearing: All persons wishing to speak for or against shall be heard.
- d. Deliberation and Action

8. Adjournment. Chairman Robert Meisel.

Robert Meisel, Chairman
By Anjali Naini, Director of Building &
Development Services

Certificate

I certify that the above Notice of the August 19, 2020 Zoning & Planning Commission Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on Friday, August 14, 2020 by 5:00 pm. and will remain posted continuously until said meeting is convened.

By Anjali Naini, Director of Building &
Development Services

The City of West Lake Hills is committed to compliance with the Americans with Disabilities Act. Reasonable accommodations and equal access to communications will be provided upon request.

All items on the agenda are for discussion and/or action. ZAPCO reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), and 551.086 (Economic Development).



CITY OF WEST LAKE HILLS, TEXAS
MINUTES OF A ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, July 15, 2020 at 6:30 PM

1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Meisel called the meeting to order at 6:33 p.m. Commission members in attendance were Jim Pledger, Bill Harwell, Bill Vandersteel and Laurie Maccini. James Vaughan was absent.

2. Consent Agenda The following items are considered to be self-explanatory by the Commission and will be enacted with one motion. There will be no separate discussion of these item/s unless a Commission Member or citizen so requests.

- a. Approval of the May 20, 2020 Regular Meeting Minutes.

Commissioner Harwell moves to approve. Commissioner Maccini seconds. Unanimous (5-0) Approval.

- b. Approval of the June 17, 2020 Regular Meeting Minutes.

Commissioner Harwell moves to approve. Commissioner Maccini seconds. Unanimous (5-0) approval.

3. Land Use 437 Brady Lane: Discussion/recommendation of a variance application for three (3) variances in order to construct an outdoor patio/landscaping project: 1) Increase impervious cover from 40% to 43%; 2) Building and roof eave encroachment into the side setback; 3) Tree and vegetation removal for the encroachment into the 1/2 critical root zone of Tree # 975 - 17" Live Oak (West Lake Hills Code Sections 22.03.281 and 22.03.304). Applicants/Owners Allyson & Michael Marshall.

- a. Staff Briefing

Planner Naini: Staff Report is given to the Commissioners.

Staff Recommendation: Denial due to lack of hardship.

- b. Presentation by applicant

Mike and Allyson Marshall are present. They are wanting an outdoor living space.

- c. Public Hearing: All persons wishing to speak for or against shall be heard.

Chairman Meisel opened the meeting for public comments. Hearing none, the public comment section was closed.

- d. Deliberation and Action

Commissioner Vandersteel: Suggestions are made.

Commissioner Harwell: Impervious cover is already over maximum.

Chairman Meisel: What triggered the original variance?

Mike Marshall: A remodel was done with an addition.

Chairman Meisel: Cannot support a variance of this size.

Commissioner Maccini: I have a problem with the side setback; safety issue.

Mike Marshall: We are not planning on removing any trees.

Commissioner Harwell: Recommends revising the material of the side patio.

Commissioner Pledger: When going to Council state you will revise the plan if recommended.

Mike Marshall: Requests to postpone to August 19, 2020.

- 4. Land Use 2 Hull Circle: Discussion/consideration of a variance application for four (4) variances in order to remodel an existing residence: 1) building encroachment into the front setback - carport; 2) building encroachment into a setback - building addition; 3) excavation greater than 18" in a setback; 4) construct a new residential driveway less than the 12ft required minimum width (West Lake Hills Code Sections 22.03.281, 22.03.170, and 22.03.175). Owners/Applicants Katherine & Michael Alexander.

- a. Staff Briefing

Planner Naini: Staff Report is given.

Staff Recommendation: Denial.

- b. Presentation by applicant

Michael Alexander: We are wanting additional square footage for a growing family. The house is currently 1,700 sq. ft. The parking situation is our main issue. We want to convert the garage space into a livable area.

- c. Public Hearing: All persons wishing to speak for or against shall be heard.

Chairman Meisel opened the meeting for public comments. Hearing none, the public comment section was closed.

- d. Deliberation and Action

Commissioner Vandersteel: I think it could be better laid out.

Commissioner Pledger: Questions staff about the curb cut being moved?

Planner Naini: Visibility issues relating to Westlake Drive.

Michael Alexander: We have looked at every option.

Commissioner Pledger: I'm troubled by the amount of encroachment to the setback.

Commissioner Maccini: Has a second floor been considered?

Michael Alexander: We wanted to avoid tree variances.

Chairman Meisel: The lot creates a hardship.

Commissioner Maccini: It creates a need for a creative solution.

Michael Alexander: Requests to postpone to August 19, 2020 meeting.

5. Adjournment. Chairman Robert Meisel.

Motion to adjourn the meeting at 7:43 p.m.

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

ATTEST:

ZAPCO Secretary Mark Littrell

These minutes were approved on _____, 2020.



**SETBACK ENCOACHMENT, IMPERVIOUS COVER
& TREE VARIANCE REQUESTS
STAFF REPORT**

AUGUST 19, 2020

Project Address: 437 Brady Lane

Project Number: 15863

Agenda Item: Land Use: **437 Brady Lane:** Discussion/recommendation of a variance application for four (4) variances in order to construct an outdoor patio/landscaping project: 1) Increase impervious cover from 40% to 43%; 2) Building and roof eave encroachment into the side setback; 3) Tree and vegetation removal for the encroachment into the 1/2 critical root zone of Tree # 975 - 17" Live Oak (West Lake Hills Code Sections 22.03.281 and 22.03.304). Applicants/Owners Allyson & Michael Marshall.

Applicant Information: Property Owners/Applicants Allyson and Michael Marshall

Hearing Dates:

July 15, 2020	ZAPCO (<i>postponed</i>)
August 19, 2020	ZAPCO
September 9, 2020	Board of Adjustment/City Council

Location: The subject property is located north of Bee Cave Road, east of Sugar Creek Drive, and west of Ridgewood Road.

Zoning & Site Characteristics:

The subject property and surrounding neighborhood are zoned R-1 – One-Family Residential and is approximately 0.2305 acre. There is an existing home on the property.

Background & Analysis:

Update

After the application was discussed and postponed during the July 15, 2020 ZAPCO meeting, the Marshalls turned in a revised variance application packet and are withdrawing two variance requests – 1) impervious cover up to 43%; and 2) encroachment into the ½ critical root zone of Tree # 975 – 17" Live Oak.

The remaining variance request is for the side setback encroachment to match the building footprint of the existing house (setbacks would be 9ft 3in for the new patio and 6ft 9in for the

patio roof eave – *City side setback requirement is 20ft for two-story homes on lots less than 0.375 acre*).

The homeowners, Allyson and Michael Marshall, submitted three variance requests in order to remodel their outdoor living space. The three variances are the following: 1) increase in impervious cover from existing 40% (received variance in 2008) to 43%; 2) side setback encroachment for deck and roof eave (deck footprint would be setback 5ft from property line and roof eave would be 3ft 8in from property line); and 3) tree variance for the encroachment into the ½ critical root zone of Tree # 975, a 17" Live Oak.

Per the City Code, properties that are smaller than 0.5 acre and connected to the City's wastewater system are eligible for an increased amount of impervious cover (otherwise, the maximum allowed is 25%). The allowable impervious cover amount for this property is 38.475% ($0.2305 \times 0.5 = 0.5$). The Marshalls previously received variances in 2008, including an impervious cover variance of up to 40% maximum impervious cover, and they are now requesting up to 43% maximum impervious cover. The impervious cover variance request is being minimized by removing the existing patio. The existing home encroaches into the side and rear setbacks.

Variance Criteria Review:

When applying for a variance, the applicant has established by competent evidence that:

1. The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.

The application states – "We are planning this project to accommodate two large oak trees near our current patio. One of the large oak trees has a canopy over the current concrete porch that does not allow for a roof. The current concrete patio is in this oak trees' ¼ and ½ critical root zone. Removing the concrete patio and putting a deck in the critical root zone will improve hydration and nutrition for the tree. We have considered putting an outdoor living space near the back of the yard and the side of the yard but both encroach on the setbacks and the other large oak would be affected."

"In the back of our yard, the neighbors can see directly into our yard from their new second story home."

2. There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.

The application states – "We will be improving the existing flora by adding native plants, increasing the land's ability to absorb water, and prevent erosion. By taking out the current concrete port, we will uncover the critical root system of the large oak by the house. The current yard is dirt so planting native vegetation will improve the existing terrain."

3. There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.

The application states – “We have spoken to three landscape architects to get opinions and drawings and all three agreed on the placement of the deck and covered area. All three plans focused on accommodating trees, increasing usable space, improving water absorption, and improving the native flora. We have considered having landscape in the backyard without a covered area which does not work well with rain or heat.”

4. The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.

The application states – “...Earlier plans had a larger roof but we decreased the roof by approximately half. We took out plans to put stepping stones on the side of the house near our trash and recycling cans to decrease impervious coverage...”

“A covering or roof inside the setback lines interferes with existing trees. Our lot is 0.23 acres and the 1960s home was already over setback lines, which makes finding room for a small covered deck very difficult. We have done our best to keep the covered area small and encourage the growth of the mature trees.”

5. The variance does not violate the intent of the Zoning Ordinance or goals of the Comprehensive Plan.

The application states – “The Comprehensive Plan desires to protect native plants, existing flora, enhance the wooded feel of West Lake Hills. We are protecting the existing flora (accommodating a large oak tree), adding native plants (throughout the entire yard), and replacing the current dirt and weed yard to increase water absorption. I believe we want the same things – more beautiful West Lake Hills landscape.”

6. The variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners.

The application states – “They have large bamboo blocking the view of our house. The cover will not be seen much over the fence by either neighbor. We have discussed our project with all immediate neighbors that will be closest to the setback line we are seeking a variance for and they have approved the project.”

Traffic/Transportation

No impact on traffic is expected.

Lighting

Outdoor lighting is not proposed for this project.

Building Code

The property and future construction will have to comply with all applicable City codes.

Subdivision

This request will not change the subdivision.

Comprehensive Planning Analysis

The existing residential land use complies with the Master Plan.

Staff Recommendation

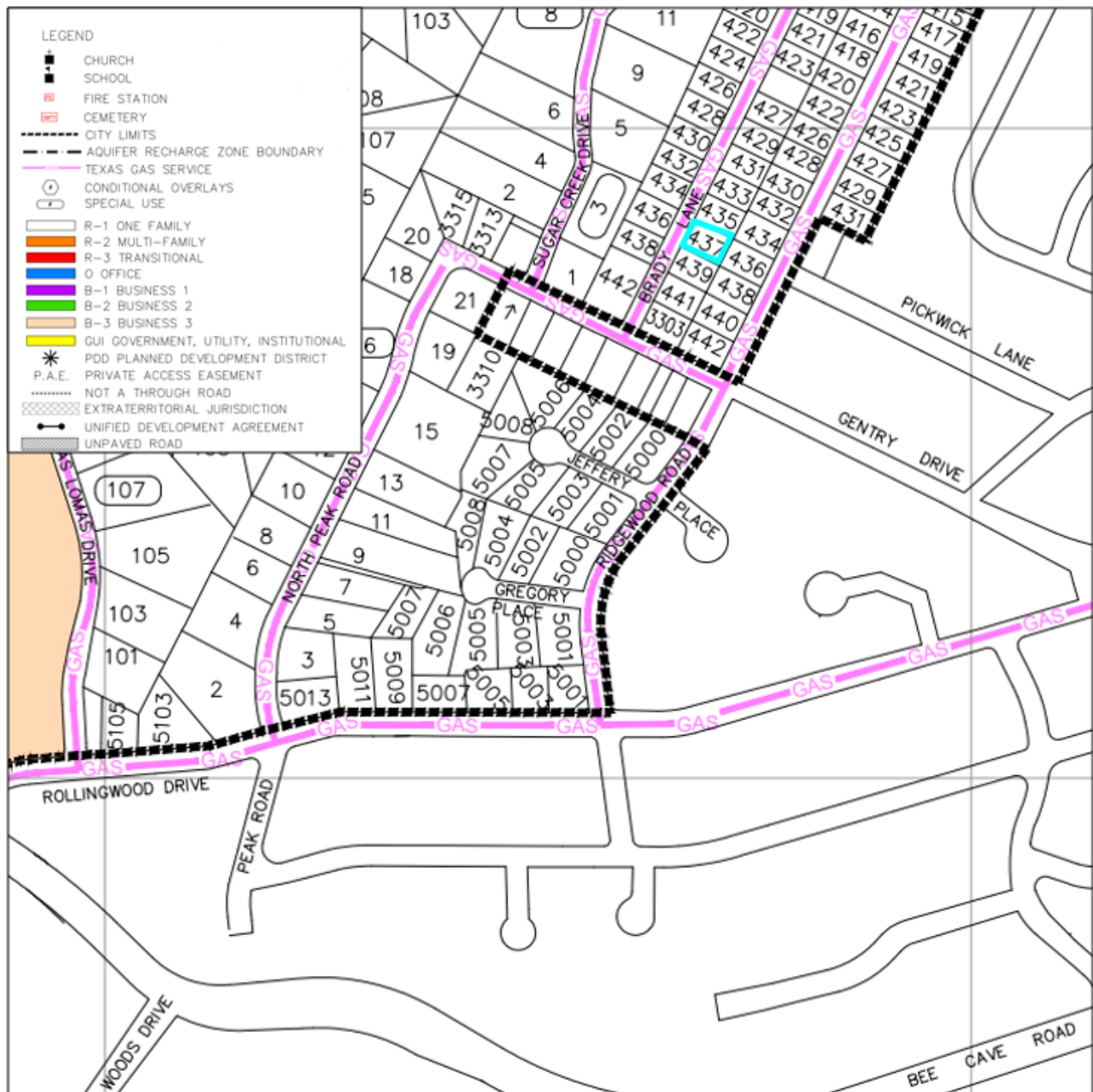
The staff recommendation is denial due to lack of hardship.

Links to Relevant Code:

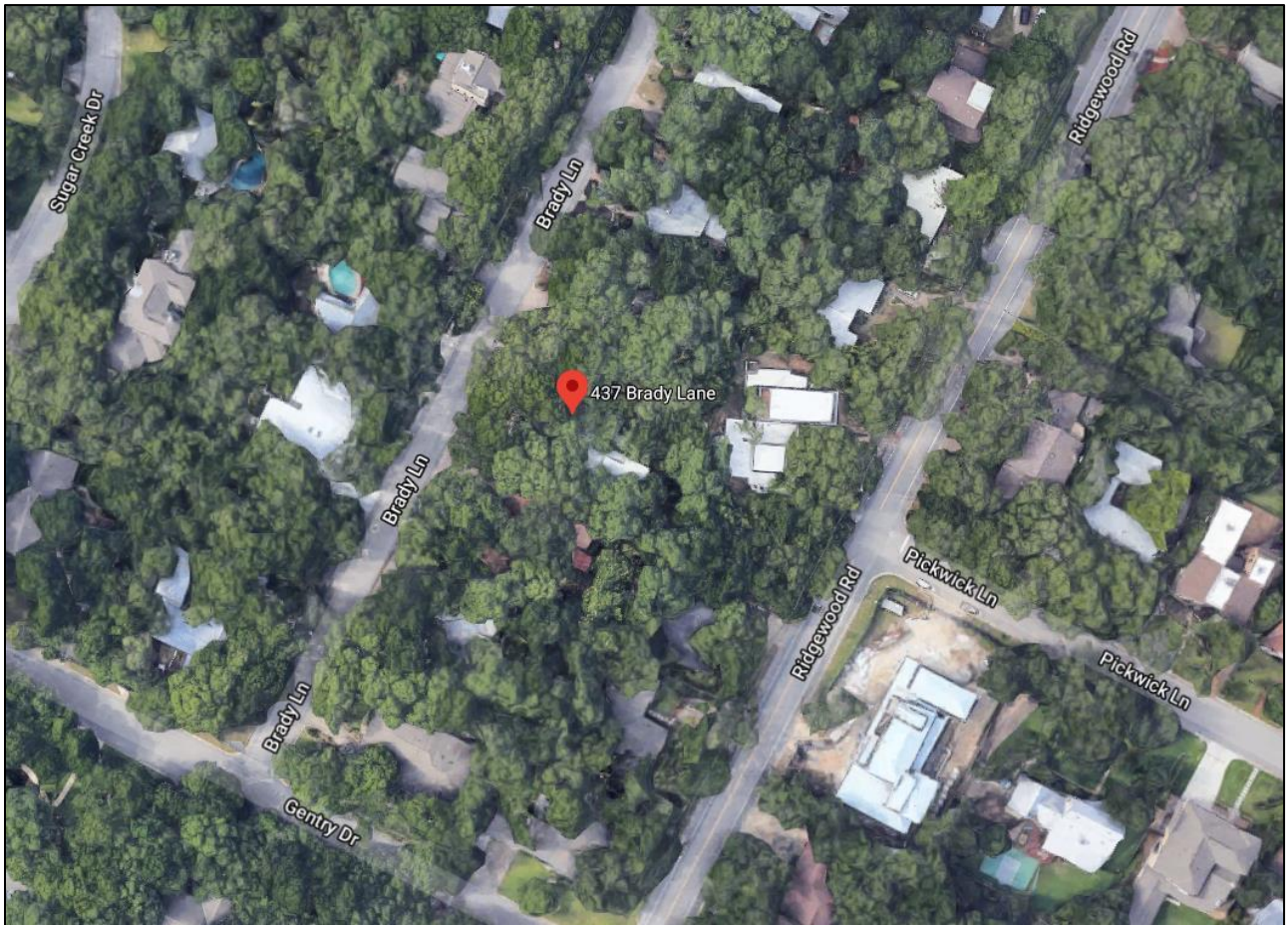
- [Sec. 22.03.304 Tree and vegetation removal and replacement](#)
- [Sec. 22.03.276 Setbacks for accessory structures](#)
- [Sec. 22.03.281 Schedule of regulations](#)
- [Sec. 22.03.514 Criteria required for granting variance](#)

(Maps to follow)

Zoning:



Aerial:



APPLICATION COVER SHEET

Property Address: 437 Brady Ln, West Lake Hills, TX 78746

Applicant Name: Allyson Marshall

Designated Agent (if any, Power of Attorney Required): _____

Applicant Phone Number: 512-633-0360

Email Address: _____

Date Application was Submitted: June 4, 2020

Variance(s) Requested: 1. Impervious Coverage - requesting 43%, 2008 variance of 40%, allowable .23*.5-.5=38.5%.
2. Setback - requesting to match original 1960 carport: a building setback 5' 0" with an eave setback of 3' 8".
3. Tree variance - requesting to put deck footings inside the 1/2 CRZ for a large oak tree. We will remove a concrete patio currently covering 25% of the tree's CRZ.

Applicant completes above section; City Staff completes the section below:

Variance File Number: _____ [A sequential identifier based on application date and noted in a Variance Application Log maintained by staff. Examples: 20110903A, 20110903B, 20111021A, etc.]

Application Fees Due: \$ _____ ☐ Fees Received on _____ by _____

DRAFT APPLICATION PACKET MATERIALS

Draft Application Packet Received on _____ by _____

☐ Letter to ZAPCO Chairperson

☐ Variance Approval Criteria Answers

☐ Site Plan Coversheet

☐ Site Plan Drawings

☐ Elevation Views and Floor Plans (new structures only)

☐ Septic Assessment (new structures only)

☐ Additional Support Materials (if any): _____

☐ Power of Attorney (if any) – Designated Representative: _____

Staff Analysis completed on _____ by _____

Staff Analysis sent to Applicant on _____ by _____

FINAL APPLICATION PACKET

Final Application Packet Reviewed and Approved on _____ by _____

Notice to Proceed Letter sent to Applicant on _____ by _____

• Notification Letter must be postmarked by _____ ☐ Confirmed by _____

• Sign must be posted by _____ ☐ Confirmed by _____

15 Copies of Final Packet received on _____ ☐ Confirmed by _____

ZAPCO

Scheduled for ZAPCO Hearing on: _____

ZAPCO Action Letter sent on _____ by _____

ZAPCO Recommendation: _____

Conditions/Comments (if any): _____

Modified application and materials (if any) received on _____ by _____

BOA/CITY COUNCIL

Scheduled for BOA/Council Hearing on: _____

BOA/Council Action: _____

Conditions/Comments (if any): _____

BOA/Council Action Letter sent on _____ by _____

FOLLOW-UP

Follow-up dates (vegetative screening installed, survival verification, etc.): _____

• Notifications added to Incode on _____ by _____

Postponement History (if any): _____

Notes: _____

DATE August 10, 2020

Chairman Robert Meisel
West Lake Hills Zoning and Planning Commission
911 Westlake Drive
West Lake Hills, Texas 78746

Dear Mr. Chairman:

Based on our discussion with ZAPCO on June 15, 2020, we are submitting a revised variance request for our outdoor living and landscape project with setback encroachment only. Additionally, the request has been reduced to match the house setback and not the carport setback. We ask that you please consider our request for our home at 437 Brady Ln. built in 1960 by A.D. Stenger on a 0.23-acre lot:

1. Setback - (preferred option) to build an outdoor living space to match the original 1960 house setback: a building setback of 9' 3" with an eave setback of 6' 9".

WITHDRAWN

~~2. Impervious Coverage Increase~~

~~3. Tree ½ CRZ penetration~~

Michael and Allyson both work full-time from our home and we have 4 children living in our 2900 sq ft home. We expect to use the outdoor space for working, meals, and enjoying friends.

The current request includes an overhead structure to cover only the dining table which is a reduction from an earlier request to additionally cover a grill and countertop and the original landscape design with a larger structure that covered most of the deck and patio. We have also removed a request for additional pavers and flatwork recommended by the landscape designer. We have a carport egress and two large oak trees within our building area which create the hardship and request to expand into the side setback away from the trees.

Our proposal includes the removal of an existing patio to reduce impervious coverage and provide additional water to our largest oak tree.

The plans also include landscaping to reduce run-off: 1 ½ inches of expanded shale, 3 inches of healthy soil, flower beds, trees, and 1200 sq ft of sod..

We have discussed our plans with all our immediate neighbors. All have all verbally approved and some have also sent in letters of approval.

Sincerely,

Mike and Allyson Marshall
437 Brady Lane

abbreviation

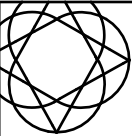
#	Pound OR Number	FO	Face Of	TME	To Match Existing
&	And	FND	Foundation	TOC	Top Of Concrete
@	At	GA	Gauge	TOS	Top Of Steel
ACT	Acoustic Ceiling Tile	GALV	Galvanized	TW	Top of Wall
AD	Area Drain	HI	High	TYP	Typical
AFF	Above Finished Floor	HP	High Point	UNO	Unless Noted Otherwise
BSMT	Basement	HR	Hour	U/S	Underside
BYND	Beyond	ILO	In Lieu Of	VIF	Verify In Field
BL	Build Line	INSUL	Insulated or Insulation	W/	With
BOT	Bottom	INT	Interior	WD	Wood
BW	Bottom of Wall	INV	Invert Elevation		
CIP	Cast In Place	LO	Low		
CHNL	Channel	MAX	Maximum		
CJ	Control Joint	MDO	Medium Desnity Overlay		
CL	Center Line	MECH	Mechanical		
CLG	Ceiling	MEMBR	Membrane		
CLR	Clear	MIN	Minimum		
CMU	Concrete Masonry Unit	MTL	Metal		
COL	Column	NIC	Not In Contract		
CONC	Concrete	NO	Number		
CONT	Continuous	NOM	Nominal		
CPT	Carpet	OC	On Center		
CTYD	Courtyard	OH	Overhang or Opposite Hand		
DEMO	Demolish or Demolition	PE	Professional Engineer		
DIA	Diameter	PCC	Pre-Cast Concrete		
DIM	Dimension	PLUMB	Plumbing		
DIMS	Dimensions	PLYD	Plywood		
DN	Down	PT	Pressure Treated		
DR	Door	PNT	Paint or Painted		
DWG	Drawing	RBR	Rubber		
EA	Each	RCP	Reflected Ceiling Plan		
EJ	Expansion Joint	RD	Roof Drain		
EL	Elevation	REQD	Required		
ELEC	Electrical	SIM	Similar		
ELEV	Elevator or Elevation	SPEC	Specified OR Specification		
EQ	Equal	SPK	Sprinkler or Speaker		
EXIST	Existing	SSTL	Stainless Steel		
EXP JT	Expansion Joint	STL	Steel		
EXT	Exterior	STRUCT	Structure or Structural		
FFE	Finished Floor	SYP	Southern Yellow Pine		
FIXT	Fixture	T&G	Tongue And Groove		
FLR	Floor	TELE	Telephone		
FM	Filled Metal	TLT	Toilet		

notes

1. topographic information shown +/-6" tolerance.
2. final grades to be determined on site at time of install.
3. report any drainage, elevation or site issues to design team.
4. unless otherwise noted, all dimensions are to the following:
face of wall, face of building, face of curb, edge of
pavement, centerline of pavement.

legend

symbol	description
	detail reference
	material or finish reference
	section symbol
	existing topography
	proposed topography
	existing spot grade
	proposed spot grade
	water flow
	pipe size
	enlargement area with reference
	matchline
	elevation reference
	north arrow



austin outdoor design
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f. 512.368.2001
e. info@austindesign.com

outdoor living and landscape
Marshall Residence
437 Brady Ln,
Westlake Hills, TX, 78746

DO NOT SCALE DRAWINGS.
THESE DOCUMENTS ARE THE
PROPERTY OF AUSTIN OUTDOOR
DESIGN AND MAY ONLY BE USED
UNDER CONTRACT

date issued:

revisions:

drawn by: aod

symbol	definition
--------	------------

————— property line
————— easement line



tag	size	type
950	8"	elm
951	9"	elm
952	15"	elm
953	11"	elm
954	10"	elm
955	11"	elm
956	6"	live oak
957	11"	elm
958	8"	live oak
959	7,10"	live oak
960	10"	elm
961	10"	live oak
962	9"	live oak
963	13"	live oak
964	10"	live oak
965	9"	live oak
966	6"	live oak
967	8,10,13"	live oak
968	6"	live oak
969	8,9"	live oak
970	13"	live oak
971	8"	live oak
972	9"	elm
973	9"	elm
974	10"	live oak
975	17"	live oak
976	11"	live oak
977	21"	live oak



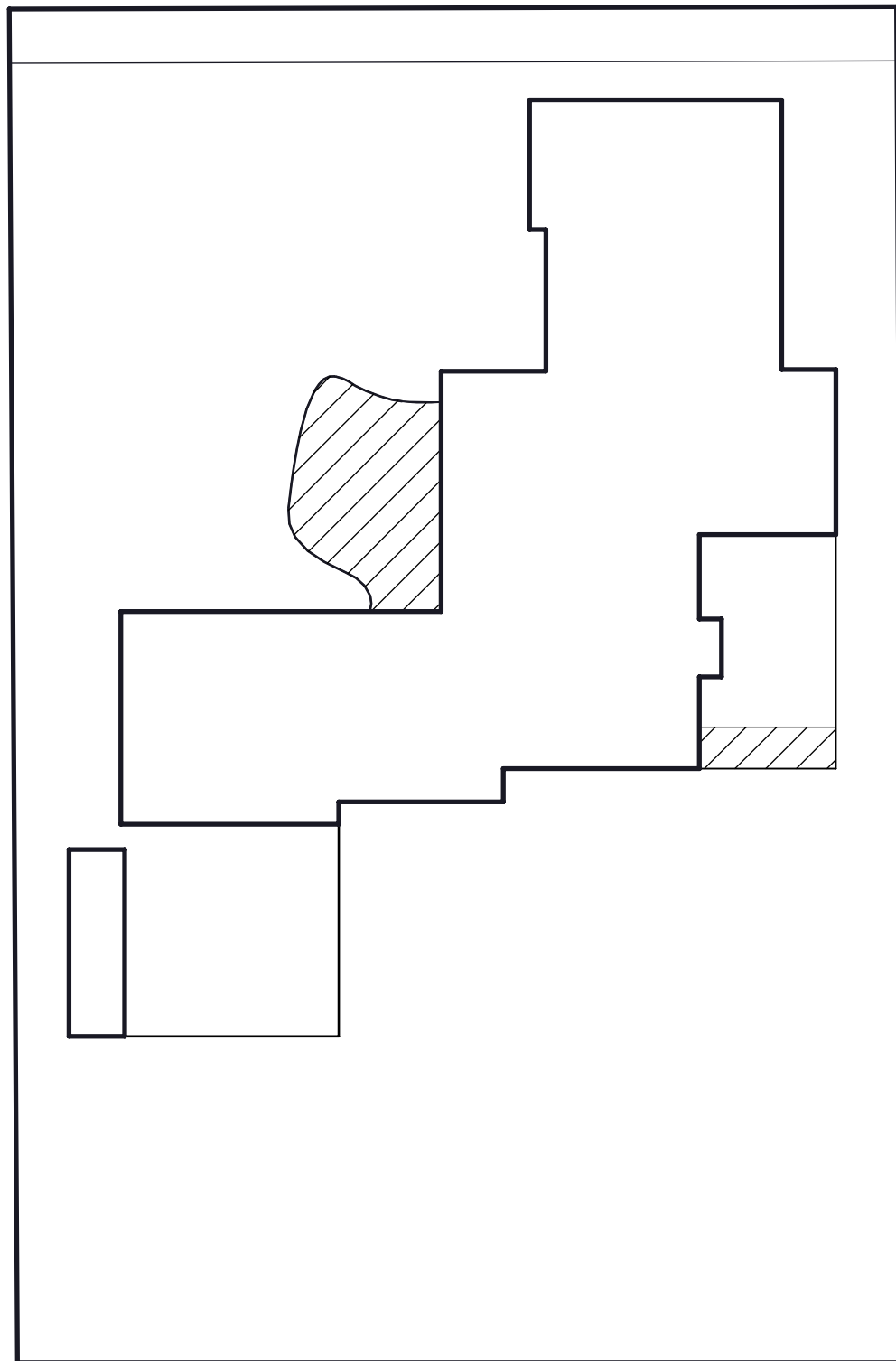
Marshall Residence
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Drawn by: aod

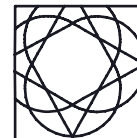


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- property line
- easement line
- demolition - concrete



1 demolition plan
scale: 1/16" = 1'-0"



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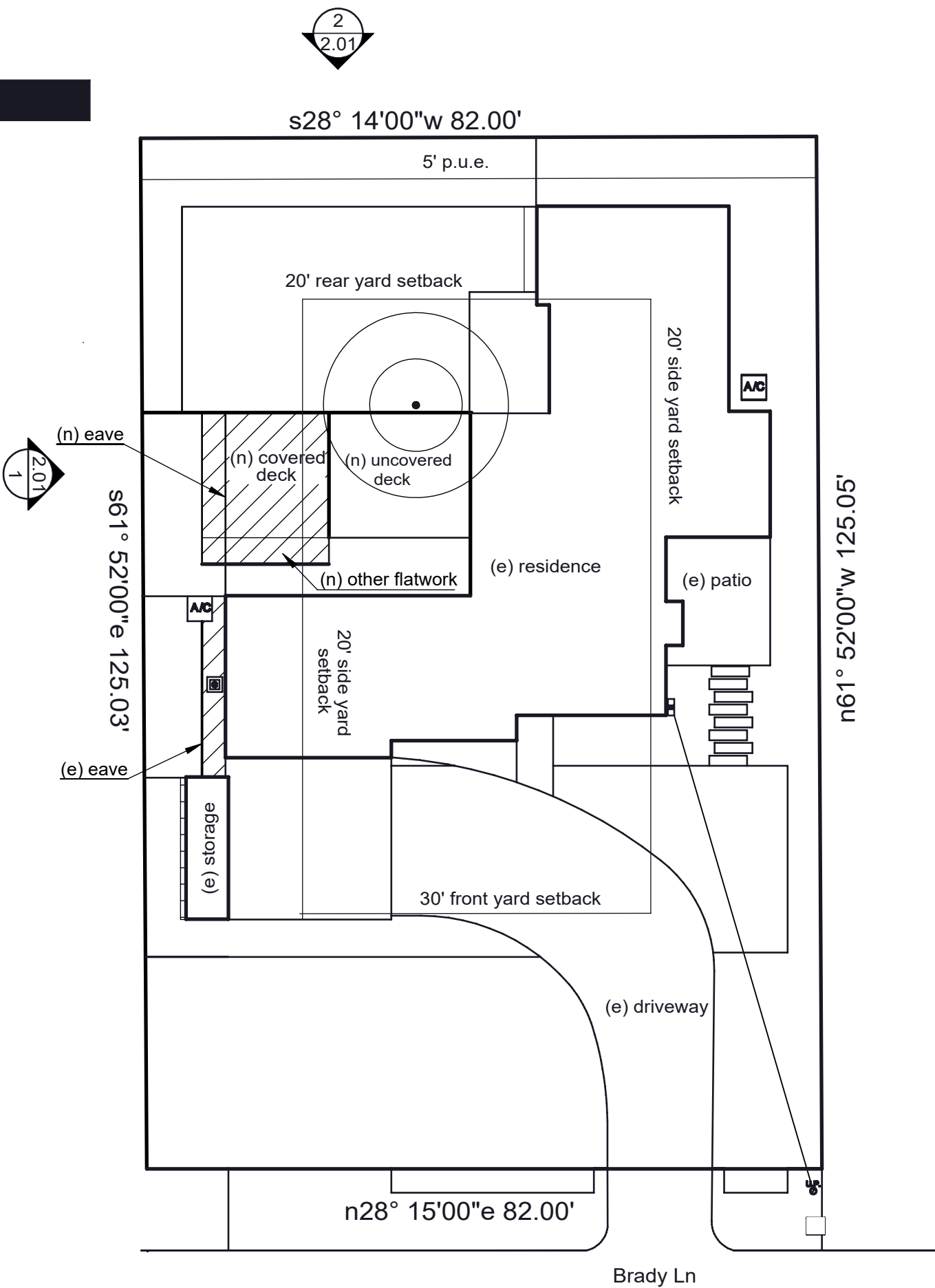
drawn by: aod

1.01

abbreviations

symbol	definition
OH	overhead power
A/C	a/c
	electrical
G	gas
U.P.	power pole
	water meter
(e)	existng
(n)	proposed

property line
easement line



aod

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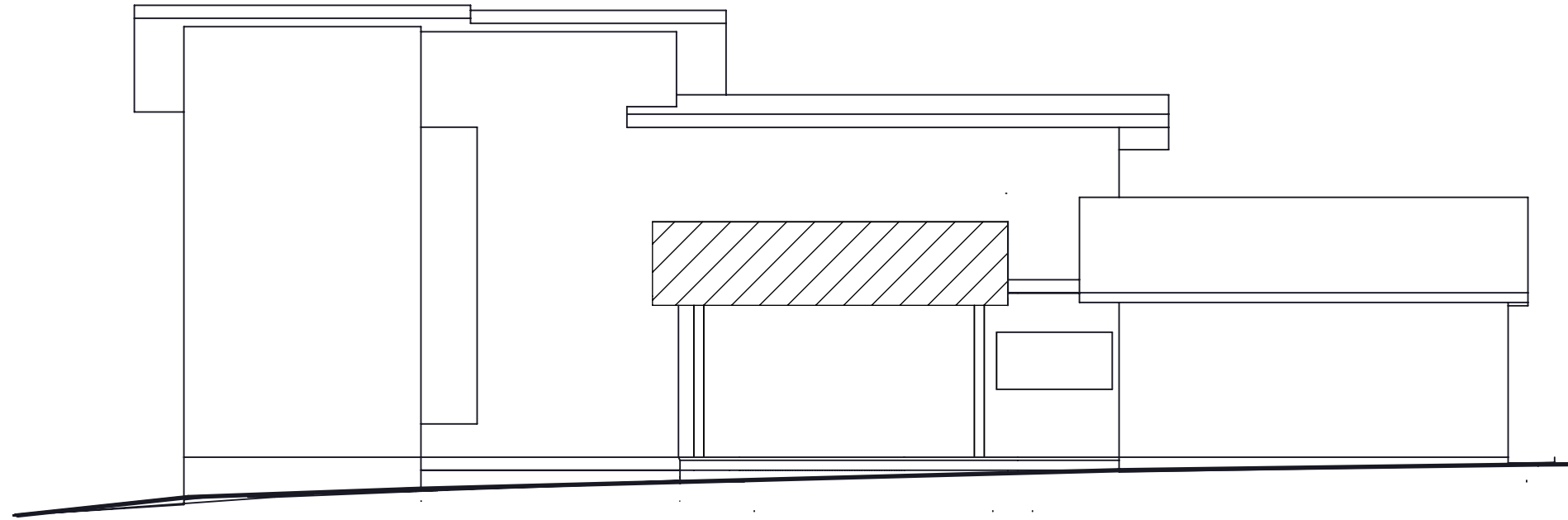
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Drawn by: aod

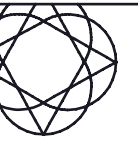
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1 right elevation
scale: 1/8" = 1'-0"



2 back elevation
scale: 1/8" = 1'-0"



aod

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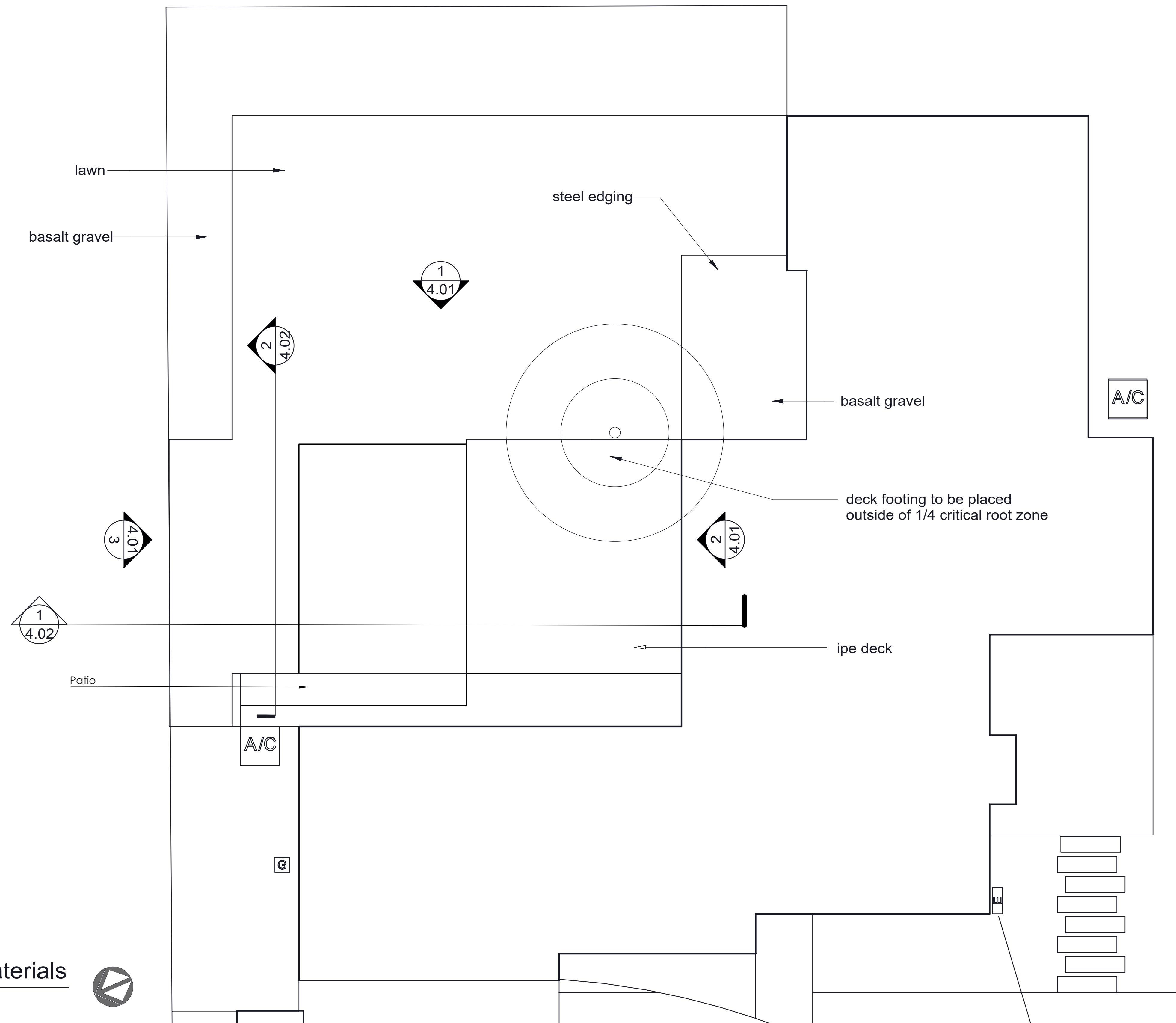
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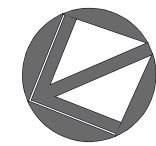
drawn by: aod

2.01



1 layout and materials

scale: 1/8" = 1'-0"



ood

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f. 512.368.2001
e. info@austinoutrdoorseign.com

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437 Brady Ln,
West Lake Hills, TX, 78746

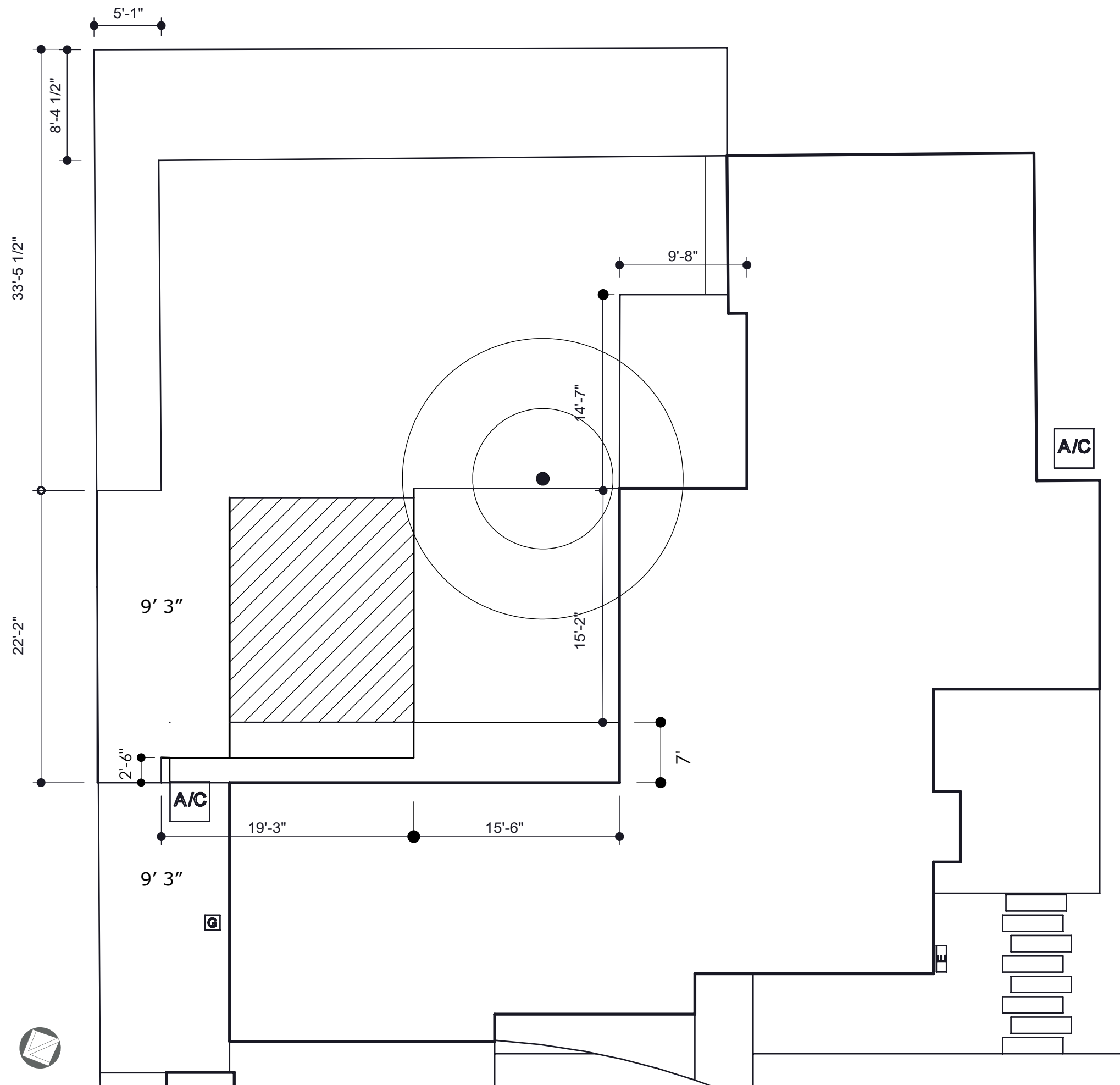
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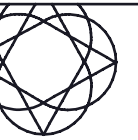
revisions:

drawn by: aod

3.01



1 dimensions
scale: 1/8" = 1'-0"



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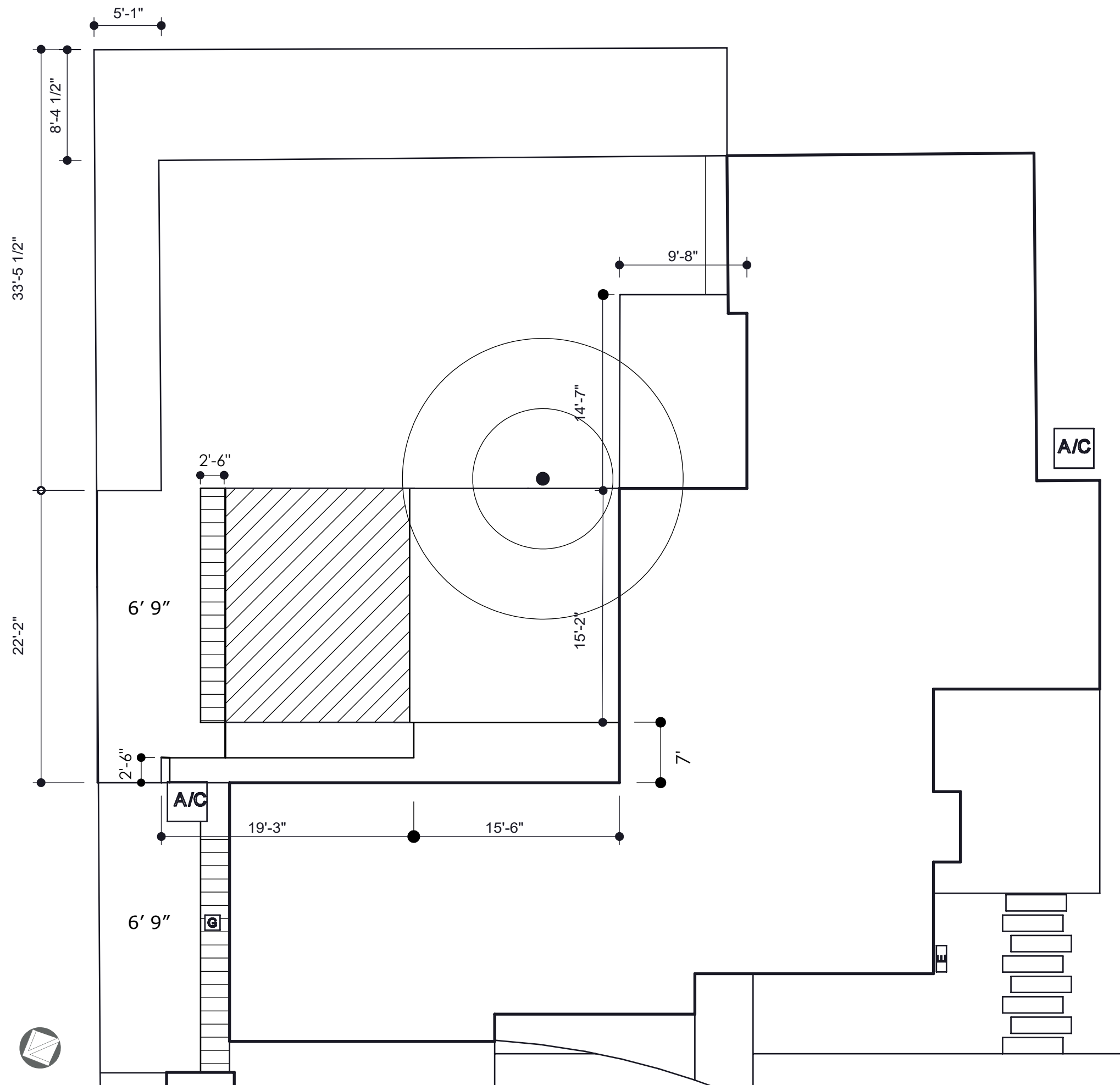
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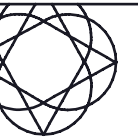
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Drawn by: aod

3.02



1 dimensions
scale: 1/8" = 1'-0"



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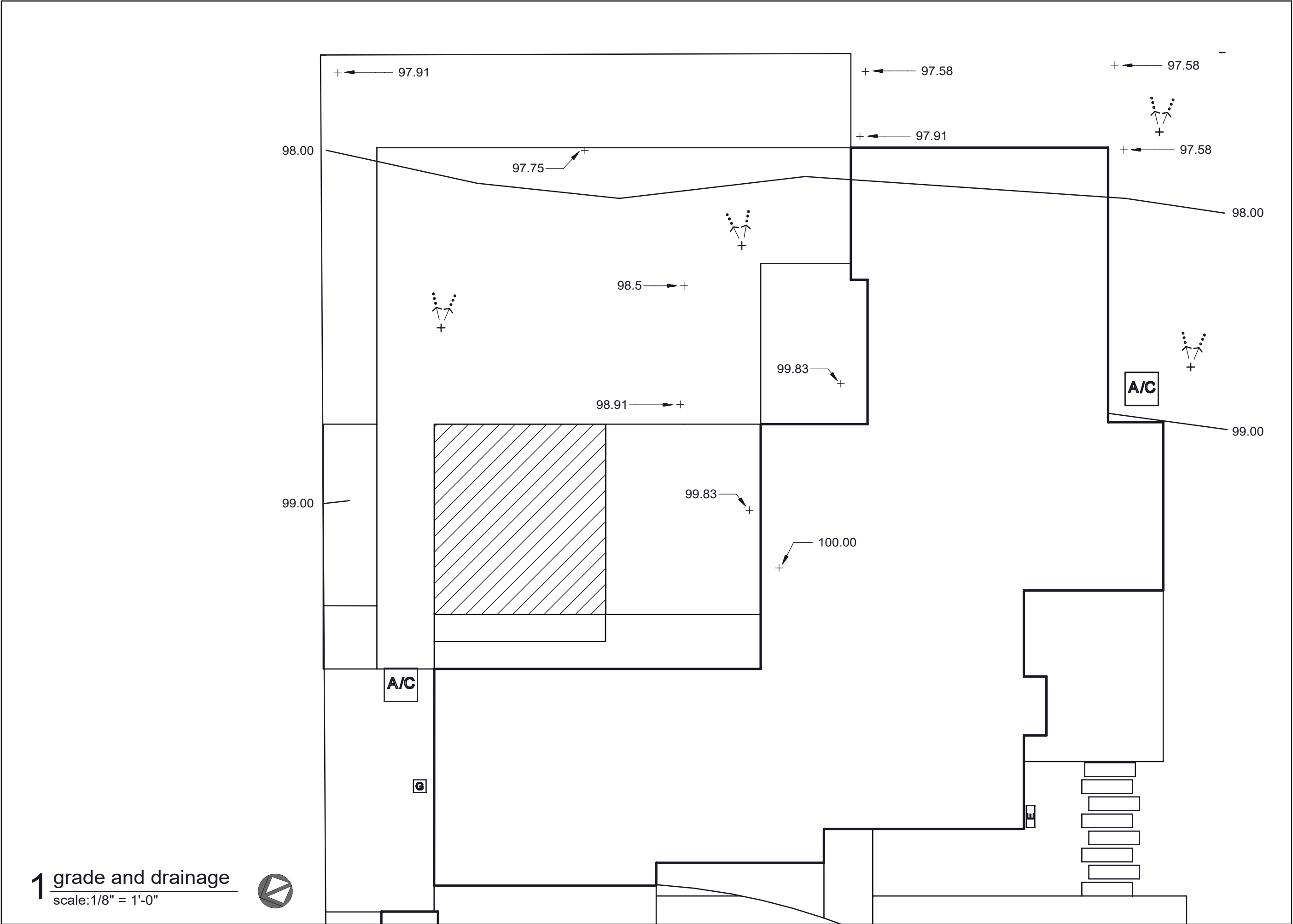
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3.03



1 grade and drainage
scale: 1/8" = 1'-0"



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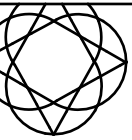
Drawn by: aod

4.02

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The diagram shows a crane structure with two vertical supports. The left support is labeled 1/5.01 and the right support is labeled 1/5.02. The beam is supported by a central vertical column.

Technical drawing of a bridge structure, showing a cross-section of the deck and the supporting piers. The drawing includes labels for "painted steel" and a dimension of $\frac{2}{5.01}$.



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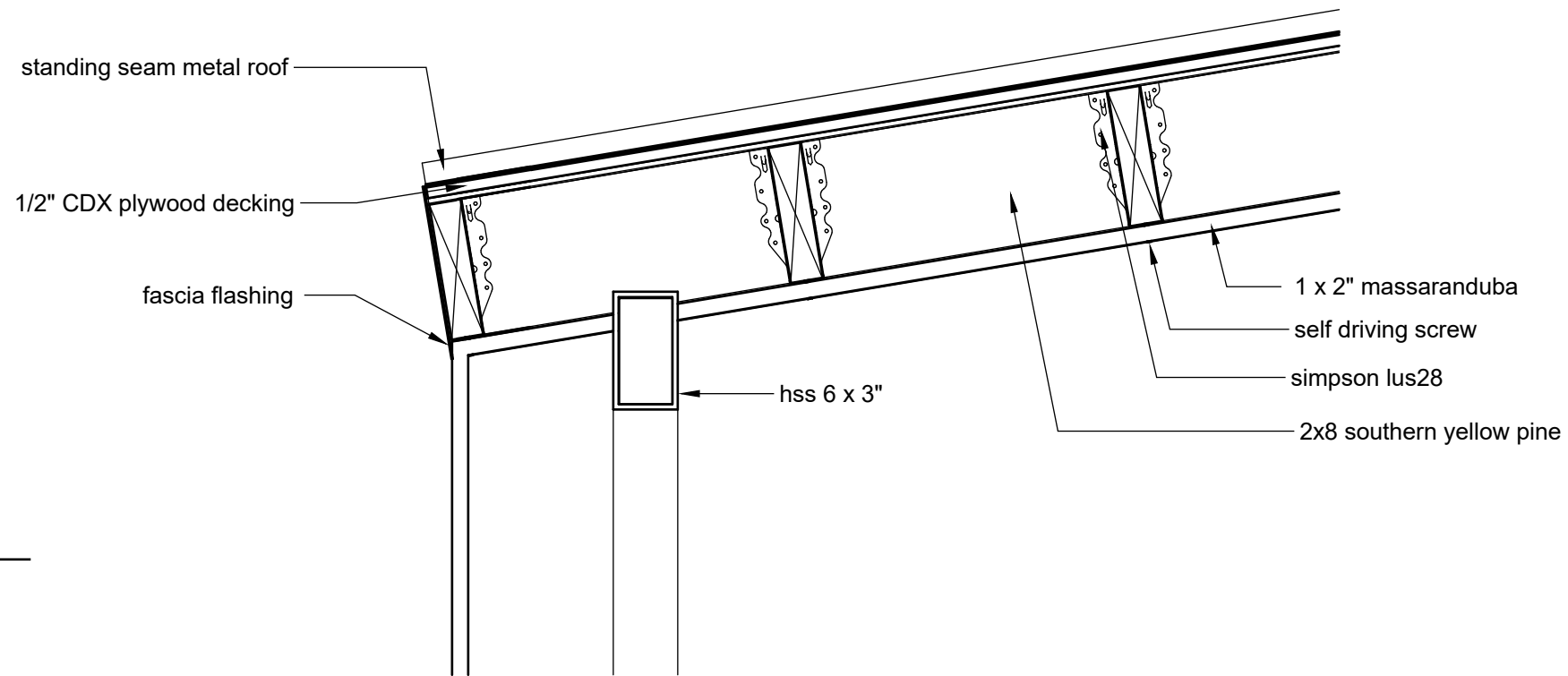
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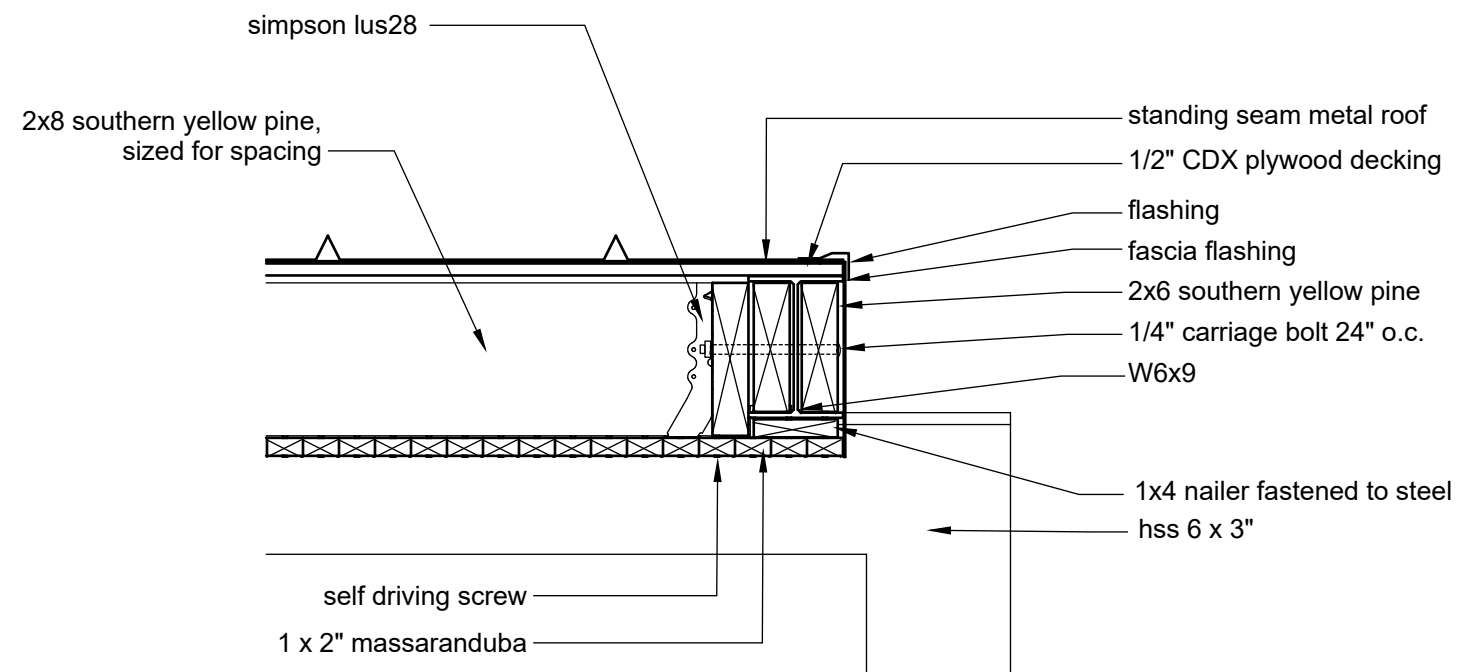
1 structure detail

scale: 1 1/2" = 1'-0"



2 structure detail

scale: 1 1/2" = 1'-0"

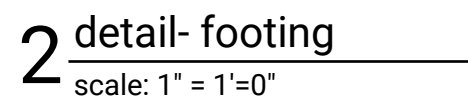
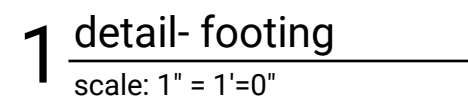


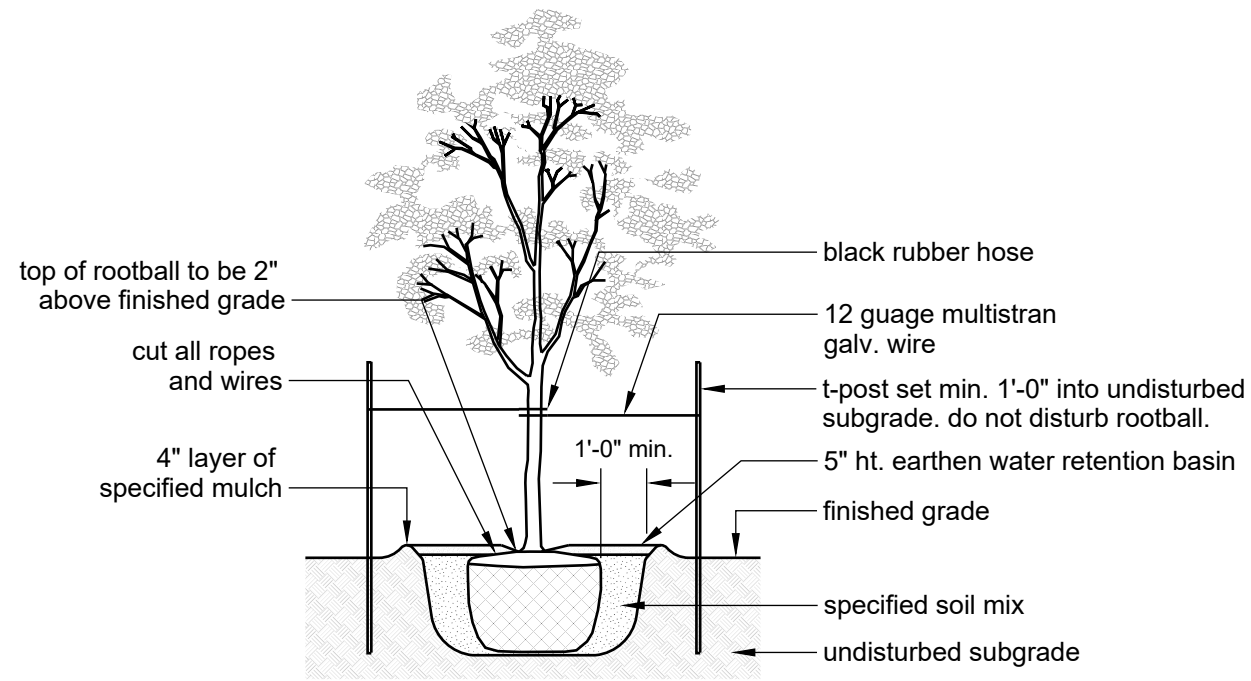


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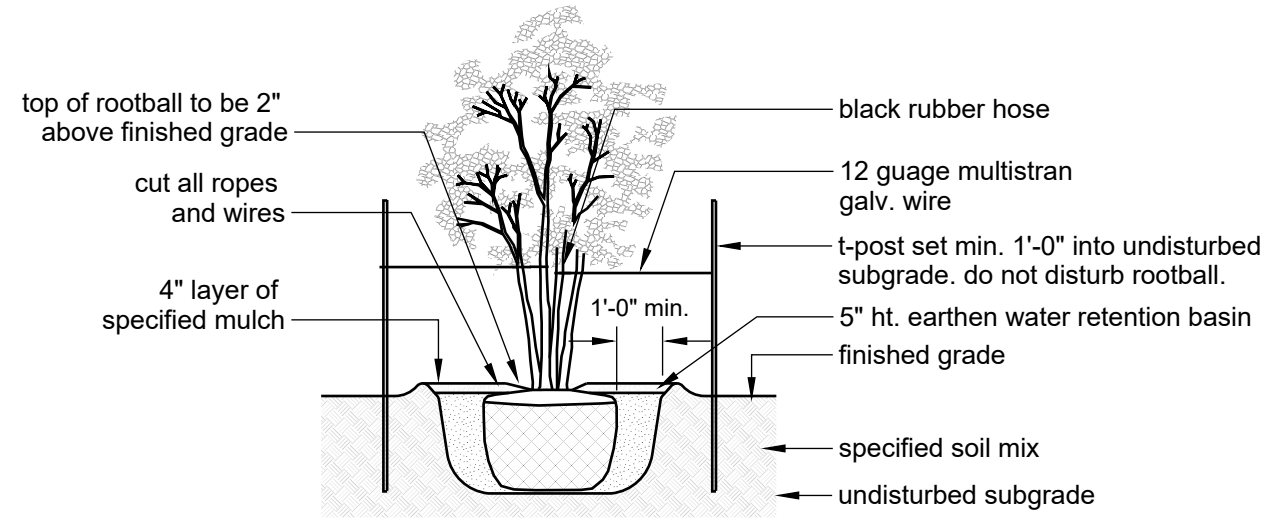
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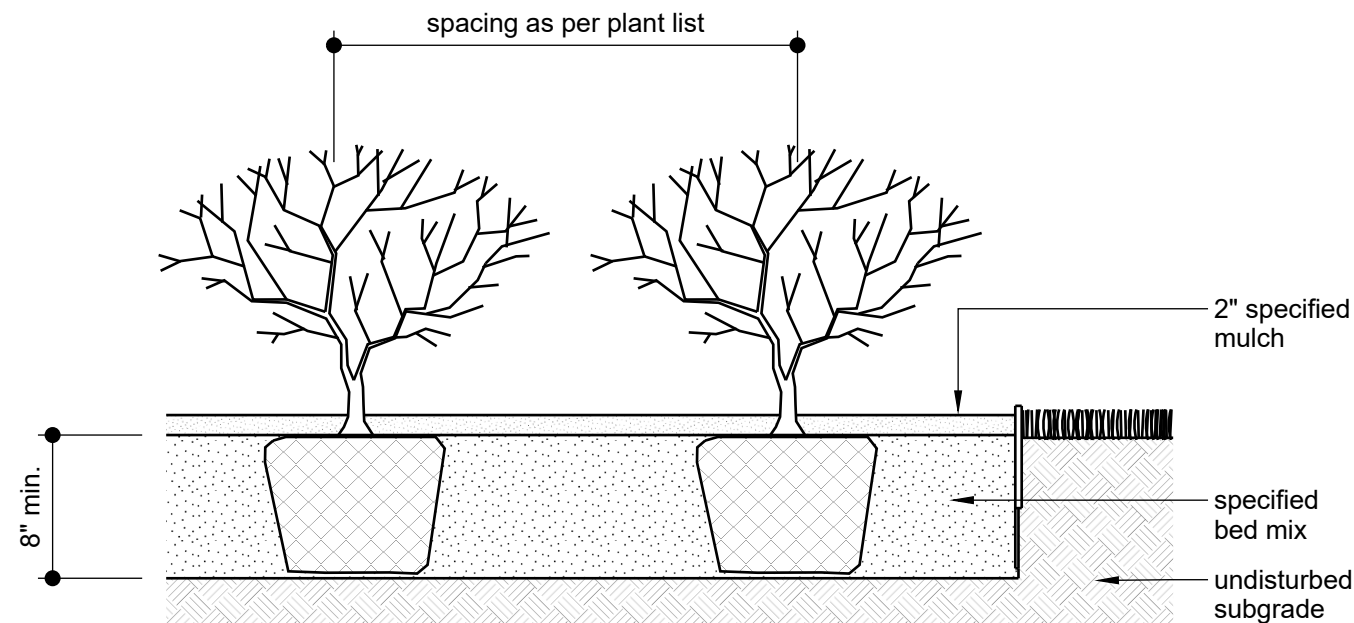
1 single trunk tree
scale: 1/4" = 1'=0"

- notes:
1. trees 4" cal. and less- (2) t-posts
2. trees 4" cal. and greater- (3) t-posts



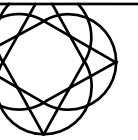
1 multi trunk tree
scale: 1/4" = 1'=0"

- notes:
1. trees 4" cal. and less- (2) t-posts
2. trees 4" cal. and greater- (3) t-posts



1 shrub and ground cover
scale: 3/4" = 1'=0"

note:
crown all planting beds to provide positive drainage



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ANSWERS TO VARIANCE APPROVAL CRITERIA QUESTIONS

(1) Describe in detail any special conditions you believe will result in unnecessary hardship to you if the terms of this ordinance are strictly or literally enforced.

We would like a roof over our patio to provide shade, shelter from the rain, protection from debris and bird feces, and the ability to hang a ceiling fan. If the terms of this ordinance are strictly enforced we would have to limb up an 11-inch branch of our large live oak tree to put a roof over our current patio that is within the property setback. Also within the property setback, is an area in front of the house. Strict enforcement of the ordinance by building in front of the house will block the entry to the carport.

In the July ZAPCO meeting, we were asking for 3 variances but we have minimized the project so we are only asking for a setback variance.

Mike and Allyson both work full-time from home and our children have been doing school online which will continue in the fall. All six of us have needed a quiet, covered workspace. A covered deck would enable some family members to work outside under a roof with a fan. Currently, we are working at a table under the carport and parking cars on the driveway and street.

(2) Why do you think the natural terrain and existing flora will not be unreasonably disrupted or destroyed in the variance you are requesting is granted?

By removing the current concrete patio, we will uncover the critical root system of the large oak by the house. We will be improving the existing flora by adding native plants, increasing the land's ability to absorb water, and prevent erosion. The current yard is dirt so planting native vegetation will improve the existing terrain. Our neighbors have invasive bamboo around the edge of our property. We will put a barrier to block the spread of bamboo. Our new design will increase the ability to absorb water through steel edging around flower beds, which will prevent erosion. The natural slope of the yard is designed to drain water but by slowing it down, more water will soak into the yard.

(3) What other reasonable alternatives have you considered? Why won't these other options alleviate the difficulty or hardship that you think exists?

A front yard patio within building setbacks requires the removal of 5 trees and blocks the entrance to the carport. This option would also change the original A. D. Stenger

architecture we have worked so hard to preserve. With 5 drivers in the family, we need full use of the carport and driveway.

Options considered:

Building a backyard patio within the building setbacks would require the removal of 2 large oak trees.

Building a roof over the existing patio would require the removal of an 11-inch branch of tree 975.

Building within the current setbacks also keeps decking or patio in the critical root zone of tree 975 and 976. A deck in this space would require digging in the critical root zone of both of these trees.

Relocating the patio to match the carport setback was discouraged in the July ZAPCO meeting.

(4) Why do you believe the variance you are requesting is the minimum required to alleviate the difficulty or hardship you think exists?

At the recommendation of ZAPCO, we reduced the size of the patio which reduced the setback variance request by approximately 4 feet. The patio size reduction also eliminated the need for an impervious coverage variance. Changing the floating deck to tie into the house and use prefabricated footings in the critical root zone eliminated our need for a tree variance. We have reduced the size of the roof and patio multiple times since we began discussing the project with landscape architects to arrive at the current, most minimal plan.

(5) Why do you believe your variance does not violate the intent of the Zoning Ordinance or the goals of the City's Comprehensive Plan?

Our covered deck project has centered around the desires of the Comprehensive Plan of West Lake Hills. The Comprehensive Plan desires to protect native plants, existing flora, enhance the wooded feel of West Lake Hills. We are protecting existing flora and maintaining the wooded feel of West Lake Hills by accommodating all of our trees. We are adding native plants throughout the entire yard and prohibiting invasive bamboo from spreading. We are replacing the current dirt and weed yard to increase water absorption.

(6) Why do you believe your variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners?

Our neighbors have large bamboo blocking their view of our house. The roof will not be seen much over the fence by any neighbors. We have discussed our project with all immediate neighbors and they have approved the project as demonstrated by the emails sent for the July ZAPCO meeting.

The neighbors behind us, the Galby's, drove some of the design to alleviate the view of their shed which is less than 5 feet from the fence, and their tall, new house looks into our backyard. The Galby's view of our yard will improve from dirt and weeds to native plants and more trees. In our discussion of the project with the Galby's, their primary concern was to preserve the trees which is our primary concern as well. Our yard will not have as much water runoff so the Galby's will not have as much runoff through their backyard, which was another shared concern.

The neighbors closest to the roof structure will not see the roof because of the clumping bamboo against our shared fence.

Anjali Naini

From: Amy Brown [REDACTED] >
Sent: Tuesday, July 14, 2020 3:18 PM
To: Anjali Naini
Subject: Fwd: Marshall 437 Brady Ln - Variance Request
Attachments: Marshall - Concept.pdf

To Whom it May Concern,

Amy and Tom Brown at 438 Brady Lane would like to express our full support for the Marshall's project. We would additionally make the general comment that setbacks for the lots on Brady and Ridgewood are inappropriately large and should be reconsidered so owners aren't subjected to onerous variance processes based on ordinances designed for the much larger lots in the rest of West Lake Hills.

Thank You,

Amy Brown
512-825-4333
438 Brady Lane

----- Forwarded message -----

From: Allyson Marshall [REDACTED] >
Date: Tue, Jul 14, 2020 at 3:01 PM
Subject: Fwd: Marshall 437 Brady Ln - Variance Request
To: Joel + Desma [REDACTED] >, Ellie Wheeler [REDACTED] >, Amy Brown [REDACTED] >, Amy Clarkson [REDACTED] >

The ZAPCO meeting regarding our variances is this Wednesday, July 15. Below are the 2 ways to voice approval of the project, Anjali Naini's email (the city manager), and our project design.

----- Forwarded message -----

From: Anjali Naini <planner@westlakehills.org>
Date: Mon, Jul 13, 2020 at 11:49 AM
Subject: RE: Marshall 437 Brady Ln - Variance Request
To: Allyson Marshall [REDACTED] >
Cc: Michael Marshall [REDACTED] >

Hi Allyson,

Your neighbors have two options:

1) They can speak in support of your application during the meeting Wednesday evening (will need to also email me by 12:30pm Wednesday); or

2) They can just email me their comments by 12:30pm on Wednesday

Please note both options require them to contact me by email by 12:30pm on Wednesday. If they choose option 1 above, they will still need to email me a summary of their comments and provide me their name, phone number they will be calling from, and which agenda item they wish to comment on.

Sincerely,

Anjali

Anjali Naini, AICP | *Director of Building & Development Services*



City of West Lake Hills | 911 Westlake Dr.
West Lake Hills, TX 78746
Tel: (512) 327-3628 | Fax: (512) 327-1863
www.westlakehills.org | planner@westlakehills.org

Anjali Naini

From: amy Keiller [REDACTED]
Sent: Tuesday, July 14, 2020 4:43 PM
To: Anjali Naini
Subject: Variance proposal - 437 Brady Lane

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Anjali,

My name is Amy Clarkson, I live at 435 Brady Lane and am directly next to the Marshall's. I wanted to voice my comment that I am in full support of their variance proposal. I hope my opinion will help encourage the approval of the project. My phone # is 619-822-9622 should I need to be contacted.

Thank you,
Amy Clarkson

Sent from my iPhone

Anjali Naini

From: Joel + Desma <[REDACTED]>
Sent: Tuesday, July 14, 2020 7:05 PM
To: Anjali Naini
Subject: Re: Marshall 437 Brady Ln - Variance Request

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Anjali,

My name is Desma Deitz and I live at 436 Brady Lane, right across the street from the Marshall's. I am very supportive of their variance proposal and hope it will be approved. Feel free to reach out if I can answer any questions or address any concerns you might have. I can be reached at 646-808-4674.

All the best,
Desma Deitz

Anjali Naini

From: graeme walker <[REDACTED]>
Sent: Wednesday, July 15, 2020 10:35 AM
To: Anjali Naini
Subject: 437 Brady Lane Planning Application

Dear Anjali,

My name is Graeme Walker. Myself and my family reside at 439 Brady Lane (since 2014) and are direct neighbors with the Marshalls.

We write to fully support their variance and building permit application for the improvements to their back yard and deck.

We have reviewed the plans and walked the site with Mike and Allyson, and believe that they will result in a great improvement to the space. We fully support the upgrades and improvements that they are undertaking.

I can be reached at this email address or 512-777-9601 should further information be required.

Kind Regards,
Graeme

Sent from [Mail](#) for Windows 10

APPLICATION COVER SHEET

Property Address: 437 Brady Ln, West Lake Hills, TX 78746

Applicant Name: Allyson Marshall

Designated Agent (if any, Power of Attorney Required): _____

Applicant Phone Number: 512-633-0360 Email Address: [REDACTED]

Date Application was Submitted: June 4, 2020

Variance(s) Requested: 1. Impervious Coverage - requesting 43%, 2008 variance of 40%, allowable .23*.5-.5=38.5%.
2. Setback - requesting to match original 1960 carport: a building setback 5' 0" with an eave setback of 3' 8".
3. Tree variance - requesting to put deck footings inside the 1/2 CRZ for a large oak tree. We will remove a concrete patio currently covering 25% of the tree's CRZ.

Applicant completes above section; City Staff completes the section below:

Variance File Number: _____ [A sequential identifier based on application date and noted in a Variance Application Log maintained by staff. Examples: 20110903A, 20110903B, 20111021A, etc.]

Application Fees Due: \$ _____ ☐ Fees Received on _____ by _____

DRAFT APPLICATION PACKET MATERIALS

Draft Application Packet Received on _____ by _____

☐ Letter to ZAPCO Chairperson ☐ Variance Approval Criteria Answers

☐ Site Plan Coversheet ☐ Site Plan Drawings

☐ Elevation Views and Floor Plans (new structures only)

☐ Septic Assessment (new structures only)

☐ Additional Support Materials (if any): _____

☐ Power of Attorney (if any) – Designated Representative: _____

Staff Analysis completed on _____ by _____

Staff Analysis sent to Applicant on _____ by _____

FINAL APPLICATION PACKET

Final Application Packet Reviewed and Approved on _____ by _____

Notice to Proceed Letter sent to Applicant on _____ by _____

• Notification Letter must be postmarked by _____ ☐ Confirmed by _____

• Sign must be posted by _____ ☐ Confirmed by _____

15 Copies of Final Packet received on _____ ☐ Confirmed by _____

ZAPCO

Scheduled for ZAPCO Hearing on: _____

ZAPCO Action Letter sent on _____ by _____

ZAPCO Recommendation: _____

Conditions/Comments (if any): _____

Modified application and materials (if any) received on _____ by _____

BOA/CITY COUNCIL

Scheduled for BOA/Council Hearing on: _____

BOA/Council Action: _____

Conditions/Comments (if any): _____

BOA/Council Action Letter sent on _____ by _____

FOLLOW-UP

Follow-up dates (vegetative screening installed, survival verification, etc.): _____

• Notifications added to Incode on _____ by _____

Postponement History (if any): _____

Notes: _____

DATE June 4, 2020

Chairman Robert Meisel
West Lake Hills Zoning and Planning Commission
911 Westlake Drive
West Lake Hills, Texas 78746

Dear Mr. Chairman:

We are requesting variances for our outdoor living and landscape project for impervious coverage, setback encroachment and Critical Root Zone (CRZ) encroachment. Our home at 437 Brady Ln, was originally built in 1960 by AD Stenger on a 0.23-acre lot and remodeled in 2008. We postponed this project for many years due to the drought and the limited Ridgewood Village well water supply. Now that both of these issues are resolved, we ask that you please consider our request:

1. Impervious Coverage - we are requesting an increase in impervious coverage from our 2008 variance of 40% to 43%. (Allowable per ordinance $.23 \times .5 = .115 = 11.5\%$)
2. Setback - we are requesting to build an outdoor living space to match the original 1960 carport setback: a building setback of 5' 0" with an eave setback of 3' 8".
3. Tree variance - we are requesting to put footings for the deck inside the $\frac{1}{2}$ CRZ for a large oak tree. We are removing a concrete patio currently covering 25% of the tree's CRZ..

Michael and Allyson both work full-time from our house and we have 4 children living in our 2900 sq ft home. We expect to use the outdoor space for working, meals, and enjoying multiple groups of people simultaneously.

The current request includes an overhead structure to cover only the grill and dining table which is a reduction from the original design with a larger structure that covered most of the deck and patio. We have also removed a request for additional pavers and flatwork recommended by the landscape designer. We have two large oak trees within our setback which create the desire to expand north away from the trees. Functionally and architecturally, we have been advised that the overhead structure should mirror the lines of the existing carport and roof.

Our proposal includes the removal of an existing patio to minimize the request for impervious coverage. This area would instead be replaced by a new deck to allow water to our largest oak tree in the CRZ. The tree variance is to allow deck footings in the CRZ instead of the current concrete patio.

The plans also include 1 $\frac{1}{2}$ inches of expanded shale, 3 inches of healthy soil, flower beds, trees, and 1200 sq ft of sod. We expect these additions to increase the moisture our yard will absorb.

Two of our neighbors have storage sheds within their setbacks that can easily be seen from our backyard. Our plans include adding trees that add healthy vegetation, provide visual privacy from the sheds, and block nighttime lights from the adjacent homes that shine into our master, dining, and kitchen windows.

Three of the 4 neighbors that share a fence with us have bamboo in their yards. We have worked tirelessly to eradicate the bamboo from our yard, installed a bamboo barrier, and have been bamboo free for 12 months.

We have discussed our plans with all our immediate neighbors and they have all verbally approved.

Sincerely,

Mike and Allyson Marshall
437 Brady Lane

ANSWERS TO VARIANCE APPROVAL CRITERIA QUESTIONS

(1) Describe in detail any special conditions you believe will result in unnecessary hardship to you if the terms of this ordinance are strictly or literally enforced.

We are planning this project to accommodate two large oak trees near our current patio. One of the large oak trees has a canopy over the current concrete porch that does not allow for a roof. The current concrete patio is in this oak trees' $\frac{1}{4}$ and $\frac{1}{2}$ critical root zone. Removing the concrete patio and putting a deck in the critical root zone will improve hydration and nutrition for the tree. We have considered putting an outdoor living space near the back of the yard and the side of the yard but both encroach on setbacks and the other large oak would be affected.

In the back of our yard, the neighbors can see directly into our yard from their new second story home. Our neighbors are wonderful but their lights shine in our master bedroom, kitchen, and dining areas all day and night. Our landscape plan gives us privacy and obstructs the neighbors' lights.

Mike and Allyson both work full-time from home and our children have been doing school online which will continue in the fall. Our two college sons' school has decided to have students take online classes after Thanksgiving and Eanes is strongly considering some portion of classes be online in the upcoming year. All six of us have needed quiet, covered workspace but we have discouraged the use of technology in kids' bedrooms. A covered deck would enable some family members to work outside under a roof with a fan. Currently, we are working at a table under the carport and parking cars on the driveway and street (5 drivers in the family). Again, the roof will not fit up against the house due to the large oak tree.

The yard is currently dirt and weeds so it is not used often. We love being outdoors and want to make a usable backyard living space. In West Lake Hills, 7 months a year average highs over 80 degrees, so a covered porch enables us to use the backyard in our hot temperatures. Without an overhead covering, our grill and outdoor furniture get worn faster and they are exposed all the time and get less use due to cleaning required with every use.

(2) Why do you think the natural terrain and existing flora will not be unreasonably disrupted or destroyed in the variance you are requesting is granted?

We will be improving the existing flora by adding native plants, increasing the land's ability to absorb water, and prevent erosion. By taking out the current concrete porch, we will uncover the critical root system of the large oak by the house. The current yard is dirt so planting native vegetation will improve the existing terrain. Our neighbors have invasive bamboo around the edge of our property. We will put a barrier to block the spread of bamboo. Our new design will increase the ability to absorb water through steel edging around flower beds, which will prevent erosion. The slope of the yard is designed to drain water but by slowing it down, more water will soak into the yard. A bonus to replacing weeds and dirt with grass lawns, trees, and shrubs is that it can reduce the air temperature surrounding the home by up to 14°F.

(3) What other reasonable alternatives have you considered? Why won't these other options alleviate the difficulty or hardship that you think exists?

We have spoken to three landscape architects to get opinions and drawings and all three agreed on the placement of the deck and covered area. All three plans focused on accommodating trees, increasing usable space, improving water absorption, and improving the native flora. We have considered having landscape in the backyard without a covered area which does not work with rain or heat. We currently work outside on computers in our carport for approximately 5 days a week. However, with 5 drivers in the family, we would like to use our carport to get cars off the street. The only placement inside our setbacks is right up against the house but the large oak tree prevents a roof in this area. The trees are dictating where the covered patio goes.

(4) Why do you believe the variance you are requesting is the minimum required to alleviate the difficulty or hardship you think exists?

We tried to work around the trees and get a covered area that can cover a table and a grill. It does not cover anything else. We have planned on space between the house and the structure to not be covered to provide water to the yard and minimize the covered area. Earlier plans had a larger roof but we decreased the roof by approximately half. We took out plans to put stepping stones on the side of the house near our trash and recycling cans to decrease impervious coverage. We added flower beds against the house instead of taking the deck up to the house. We used decking to increase the ability of water to get into the ground in uncovered areas and concrete in covered areas.

A covering or roof inside setback lines interferes with existing trees. Our lot is 0.23 acres and the 1960s home was already over setback lines, which makes finding room

for a small covered deck very difficult. We have done our best to keep the covered area small and encourage the growth of the mature trees.

(5) Why do you believe your variance does not violate the intent of the Zoning Ordinance or the goals of the City's Comprehensive Plan?

The Comprehensive Plan desires to protect native plants, existing flora, enhance the wooded feel of West Lake Hills. We are protecting existing flora (accommodating a large oak tree), adding native plants (throughout the entire yard), and replacing the current dirt and weed yard to increase water absorption. I believe we want the same things - more beautiful West Lake Hills landscape.

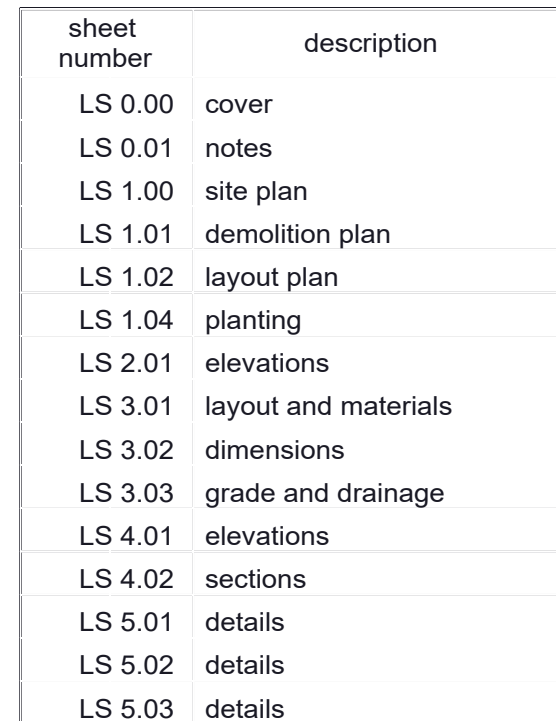
(6) Why do you believe your variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners?

They have large bamboo blocking their view of our house. The cover will not be seen much over the fence by either neighbor. We have discussed our project with all immediate neighbors that will be closest to the setback line we are seeking a variance for and they have approved the project.

The neighbors behind us, the Galby's, drove some of the design to alleviate the view of their shed which is less than 5 feet from the fence and their new house looks into our backyard. The Galby's view of our yard will improve from dirt and weeds to native plants and more trees. In our discussion of the project with the Galby's, their primary concern was about preserving the trees which is our primary concern as well. Our yard will not have as much water runoff so the Galby's will not have as much runoff through their backyard, which was another concern they had.

outdoor living and landscape

drawing index



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abbreviation

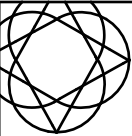
#	Pound OR Number	FO	Face Of	TME	To Match Existing
&	And	FND	Foundation	TOC	Top Of Concrete
@	At	GA	Gauge	TOS	Top Of Steel
ACT	Acoustic Ceiling Tile	GALV	Galvanized	TW	Top of Wall
AD	Area Drain	HI	High	TYP	Typical
AFF	Above Finished Floor	HP	High Point	UNO	Unless Noted Otherwise
BSMT	Basement	HR	Hour	U/S	Underside
BYND	Beyond	ILO	In Lieu Of	VIF	Verify In Field
BL	Build Line	INSUL	Insulated or Insulation	W/	With
BOT	Bottom	INT	Interior	WD	Wood
BW	Bottom of Wall	INV	Invert Elevation		
CIP	Cast In Place	LO	Low		
CHNL	Channel	MAX	Maximum		
CJ	Control Joint	MDO	Medium Desnity Overlay		
CL	Center Line	MECH	Mechanical		
CLG	Ceiling	MEMBR	Membrane		
CLR	Clear	MIN	Minimum		
CMU	Concrete Masonry Unit	MTL	Metal		
COL	Column	NIC	Not In Contract		
CONC	Concrete	NO	Number		
CONT	Continuous	NOM	Nominal		
CPT	Carpet	OC	On Center		
CTYD	Courtyard	OH	Overhang or Opposite Hand		
DEMO	Demolish or Demolition	PE	Professional Engineer		
DIA	Diameter	PCC	Pre-Cast Concrete		
DIM	Dimension	PLUMB	Plumbing		
DIMS	Dimensions	PLYD	Plywood		
DN	Down	PT	Pressure Treated		
DR	Door	PNT	Paint or Painted		
DWG	Drawing	RBR	Rubber		
EA	Each	RCP	Reflected Ceiling Plan		
EJ	Expansion Joint	RD	Roof Drain		
EL	Elevation	REQD	Required		
ELEC	Electrical	SIM	Similar		
ELEV	Elevator or Elevation	SPEC	Specified OR Specification		
EQ	Equal	SPK	Sprinkler or Speaker		
EXIST	Existing	SSTL	Stainless Steel		
EXP JT	Expansion Joint	STL	Steel		
EXT	Exterior	STRUCT	Structure or Structural		
FFE	Finished Floor	SYP	Southern Yellow Pine		
FIXT	Fixture	T&G	Tongue And Groove		
FLR	Floor	TELE	Telephone		
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notes

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legend

symbol	description
	detail reference
	material or finish reference
	section symbol
	existing topography
	proposed topography
	existing spot grade
	proposed spot grade
	water flow
	pipe size
	enlargement area with reference
	matchline
	elevation reference
	north arrow



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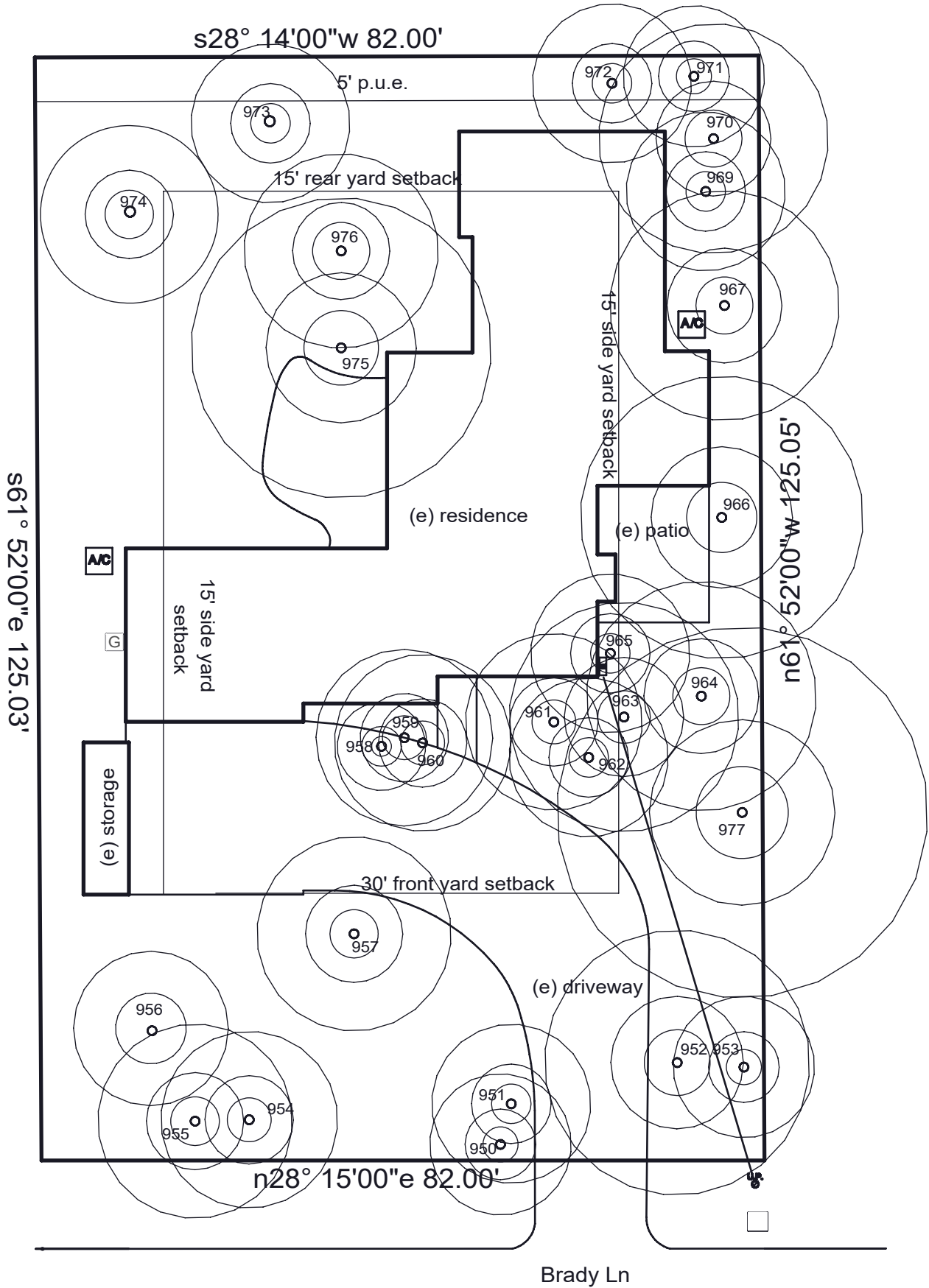
drawn by: aod

abbreviations

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A/C	a/c
E	electrical
G	gas
U.P.	power pole
	water meter
(e)	existng
(n)	proposed
	existing trees
	property line
	easement line

tree index

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951	9"	elm
952	15"	elm
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954	10"	elm
955	11"	elm
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957	11"	elm
958	8"	live oak
959	7,10"	live oak
960	10"	elm
961	10"	live oak
962	9"	live oak
963	13"	live oak
964	10"	live oak
965	9"	live oak
966	6"	live oak
967	8,10,13"	live oak
968	6"	live oak
969	8,9"	live oak
970	13"	live oak
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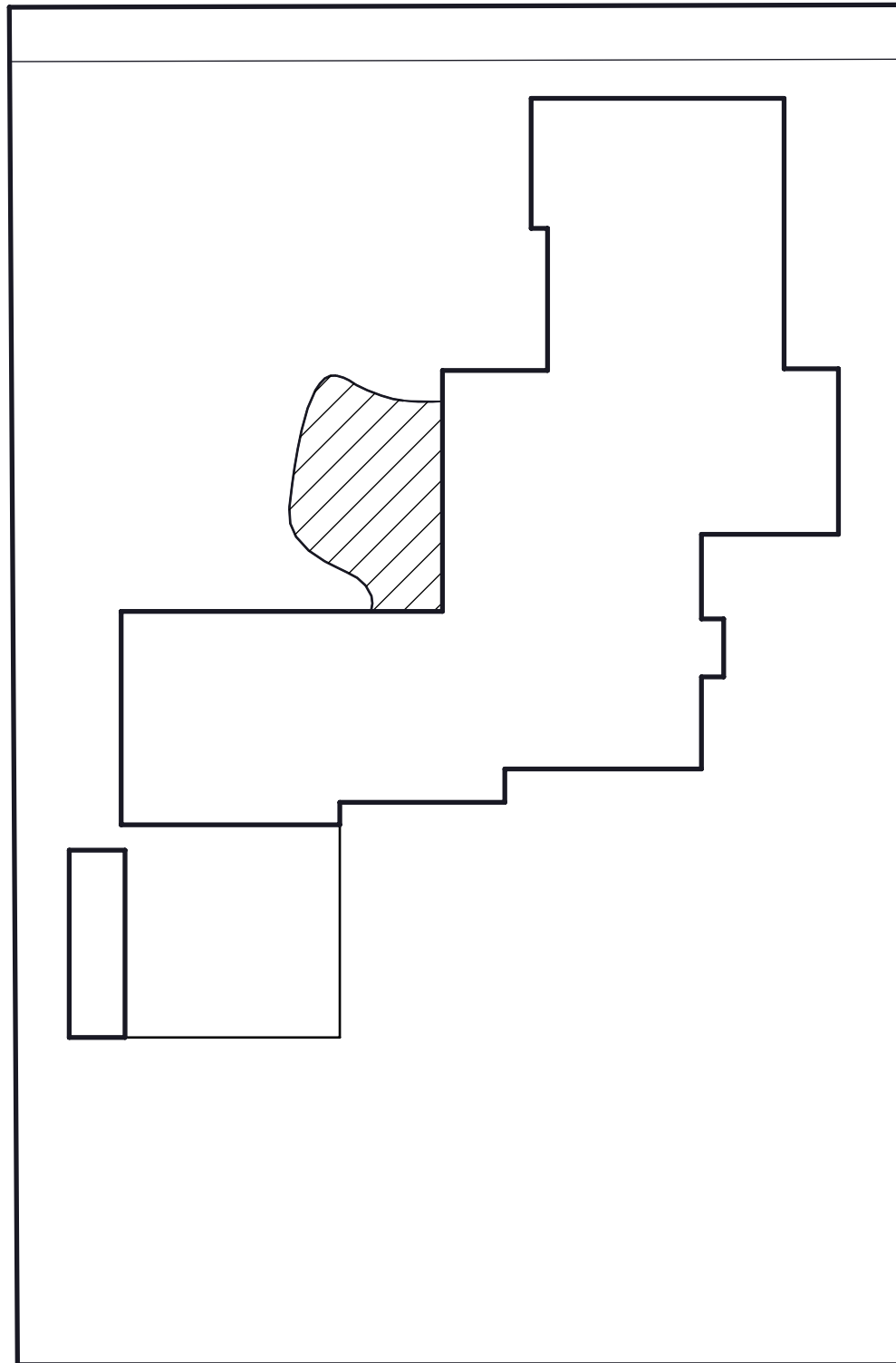
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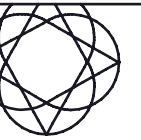
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- property line
- easement line
-  demolition - concrete



1 demolition plan
scale: 1/16" = 1'-0"



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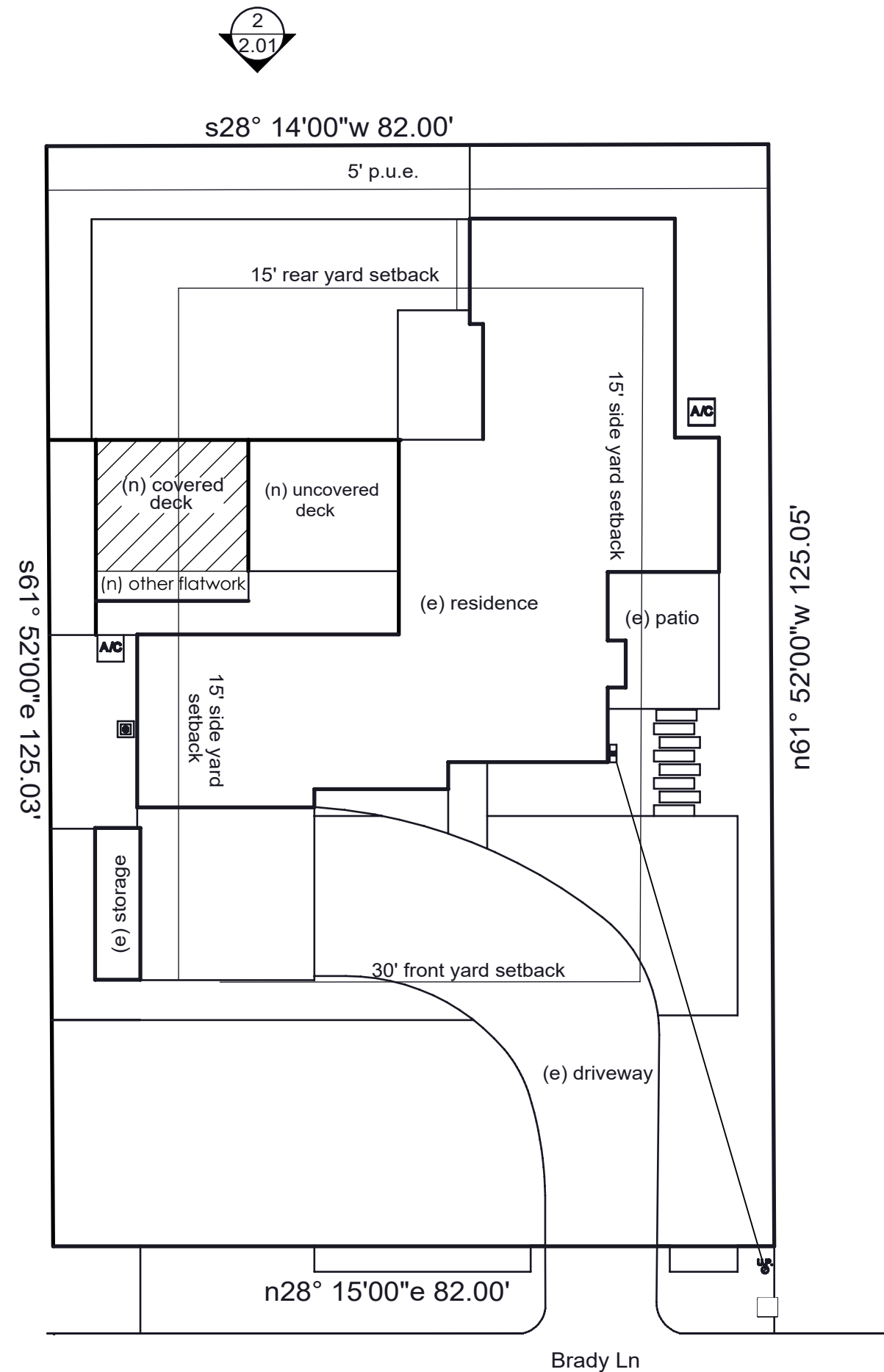
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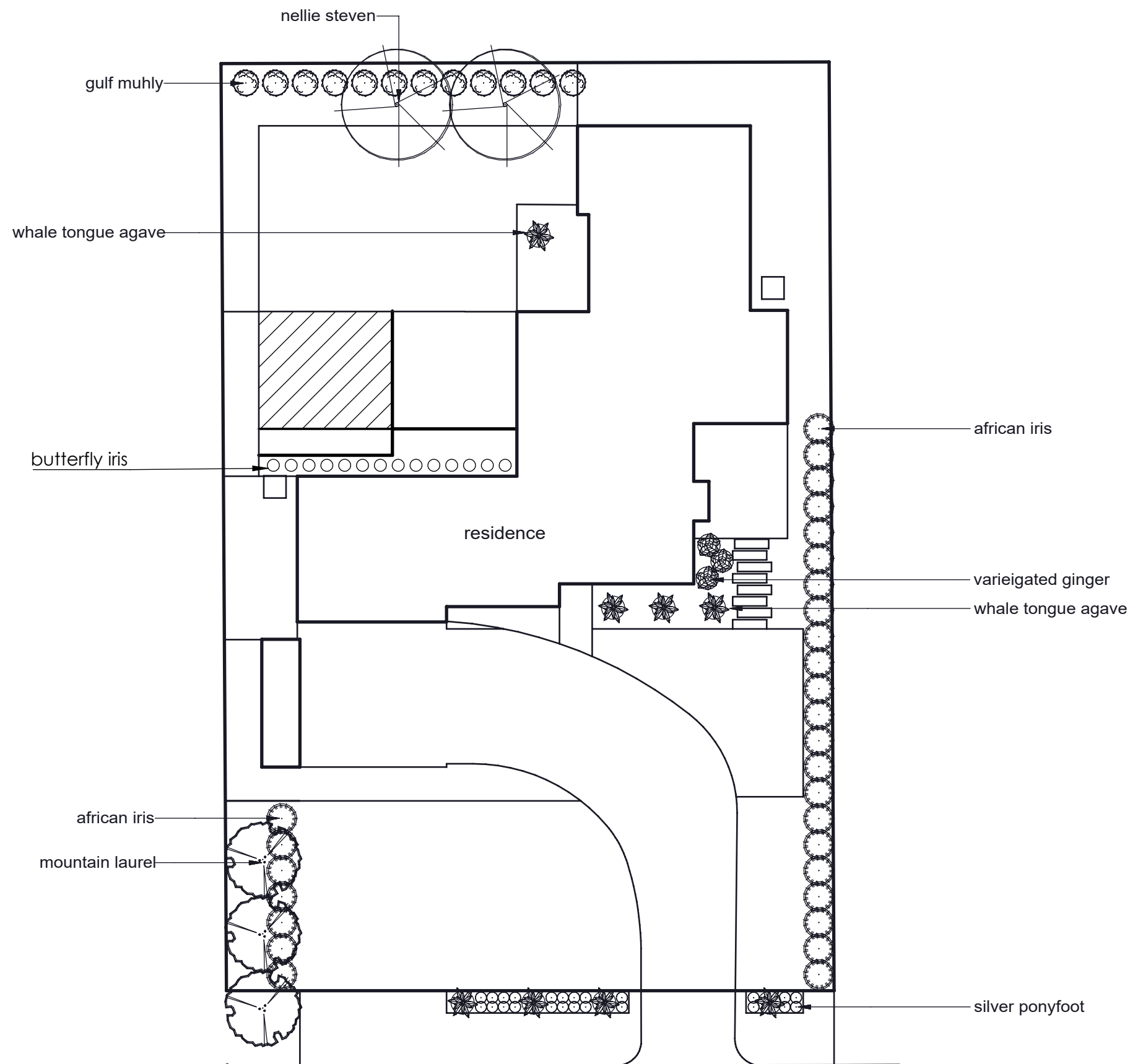
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1.01

symbol	definition
--------	------------

———— property line
———— easement line





1 planting

scale: 1/16" = 1'-0"



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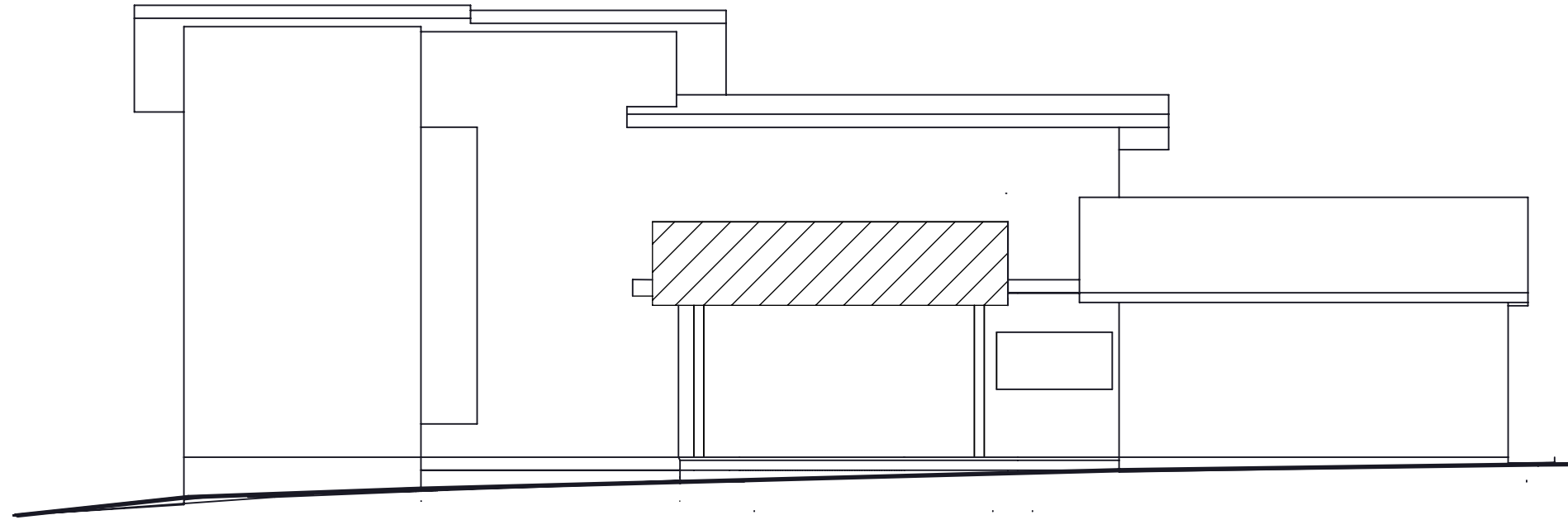
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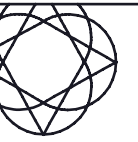
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1.03

1 right elevation
scale: 1/8" = 1'-0"



2 back elevation
scale: 1/8" = 1'-0"



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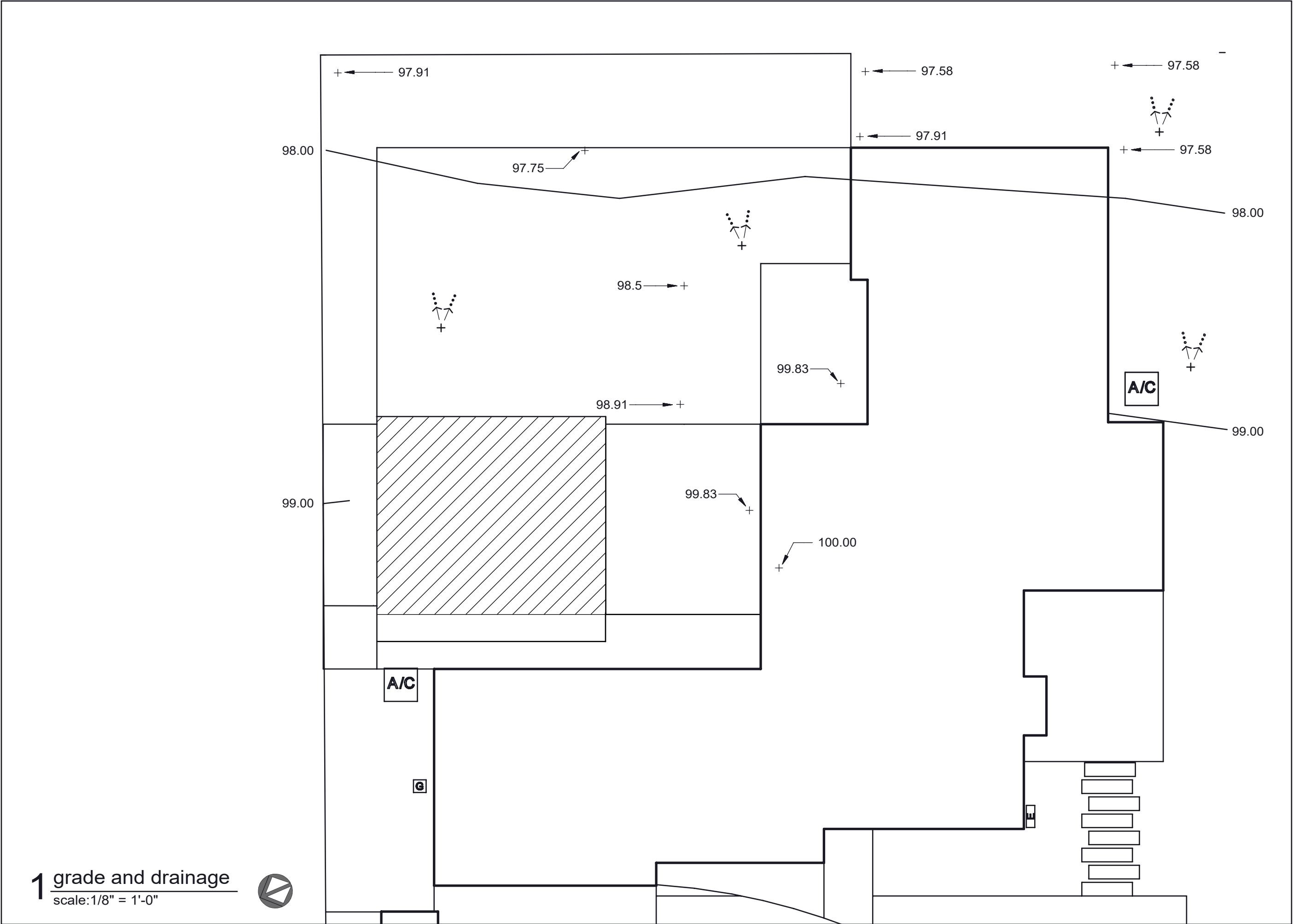
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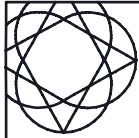
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1 grade and drainage
scale: 1/8" = 1'-0"



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3.03



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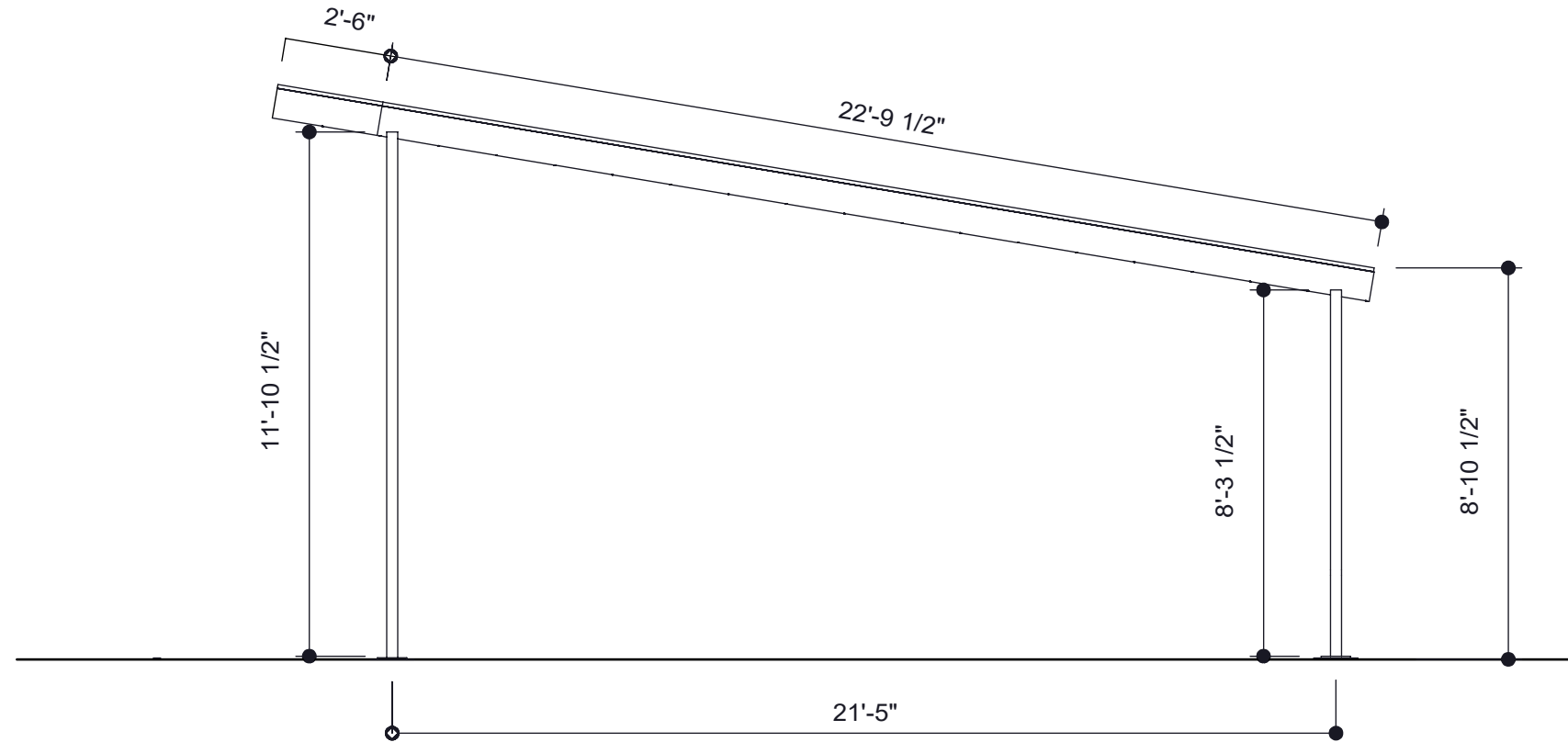
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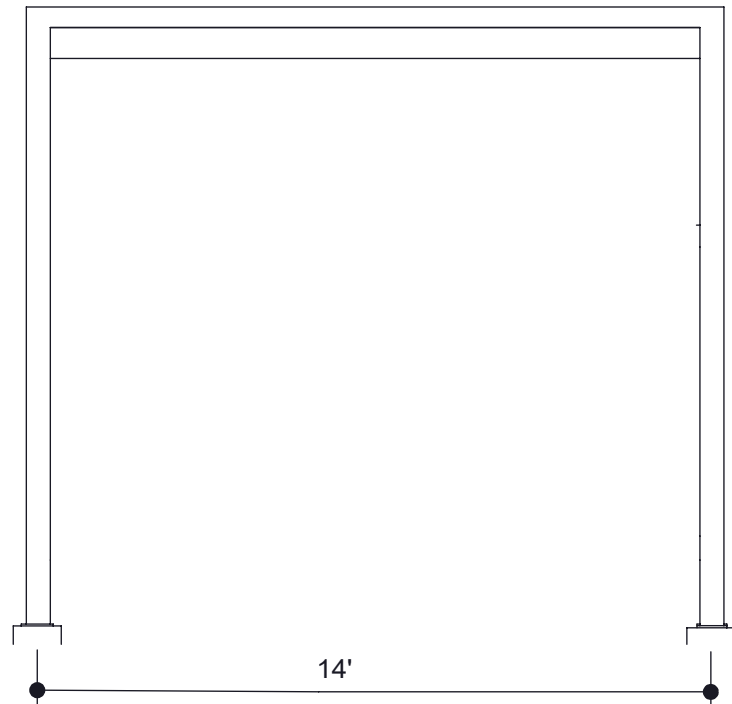
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4.01

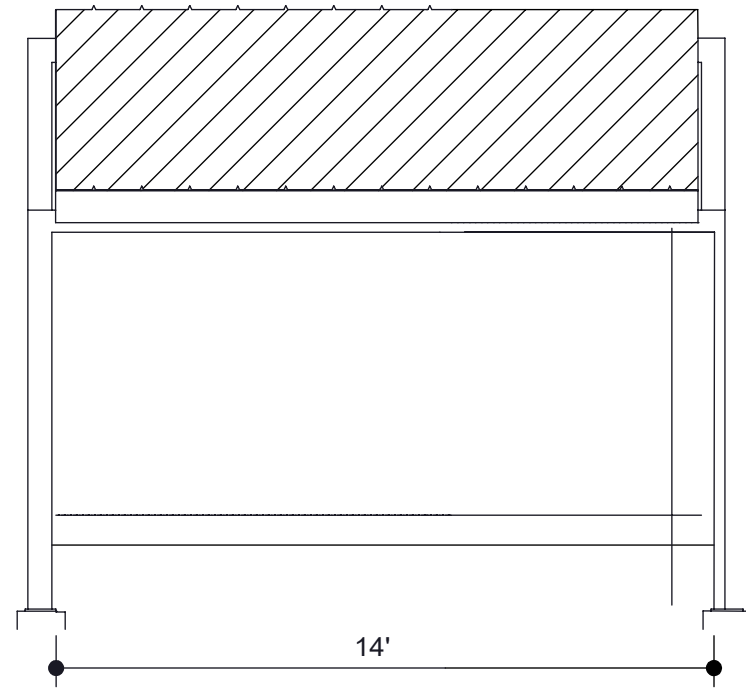
1 front elevation
scale: 1/4" = 1'-0"



2 left elevation
scale: 1/4" = 1'-0"



3 right elevation
scale: 1/4" = 1'-0"





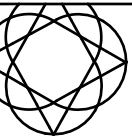
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The diagram shows a crane structure with two vertical supports. The left support is labeled 1/5.01 and the right support is labeled 1/5.02. The beam is supported by a central vertical column.

Technical drawing of a bridge cross-section. The drawing shows a single-lane bridge with a width of 5.01m. The bridge is supported by two piers. The top view shows the bridge deck with reinforcement bars. The side view shows the bridge structure. A callout indicates the width of the bridge deck as 5.01m. The text "painted steel" points to the bridge deck.



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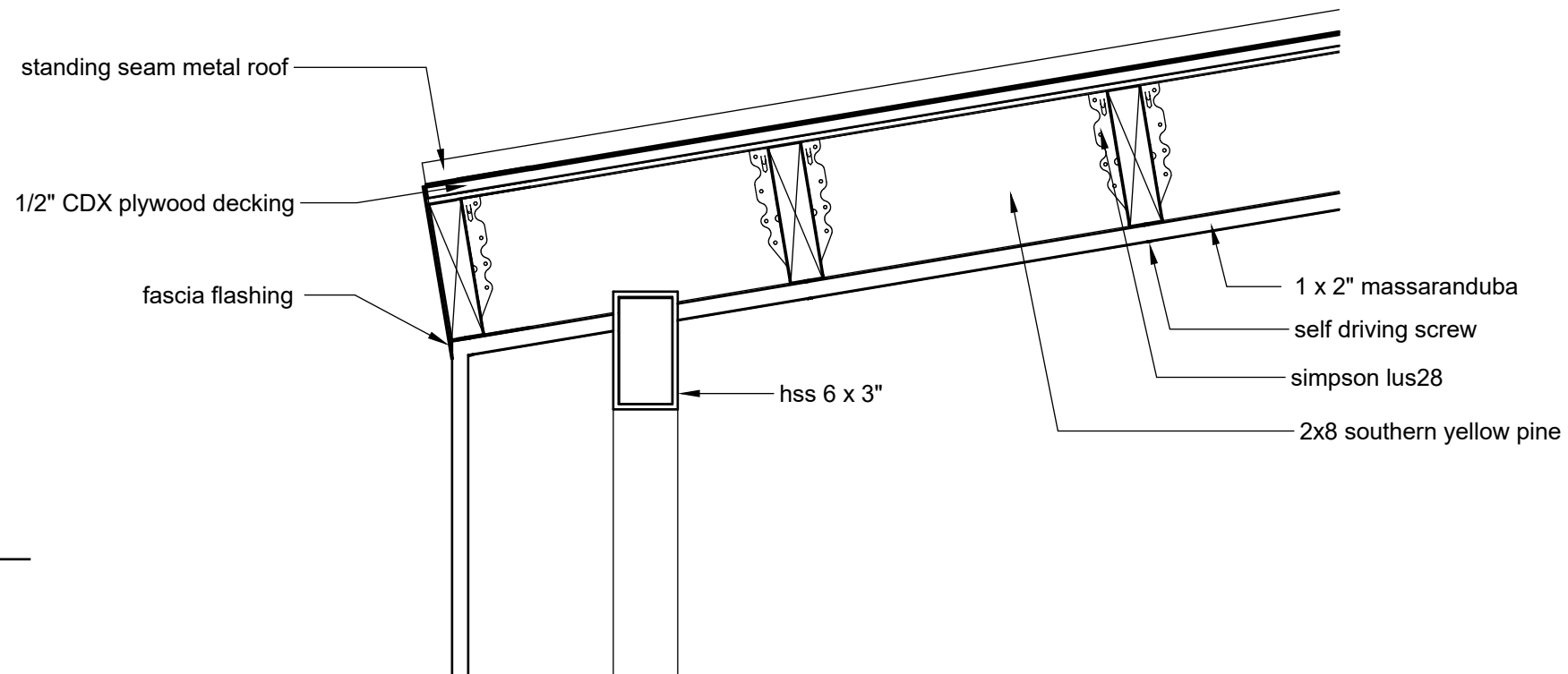
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5.01

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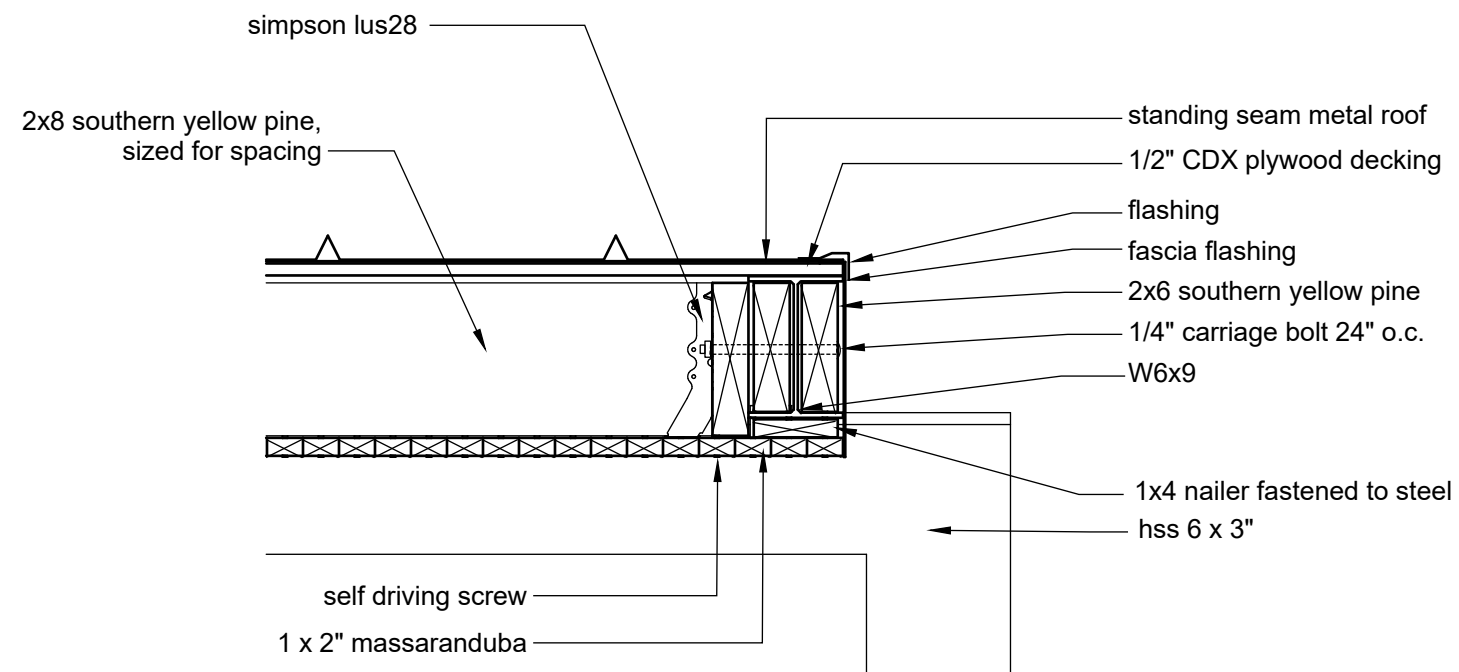
1 structure detail

scale: 1 1/2" = 1'-0"



2 structure detail

scale: 1 1/2" = 1'-0"

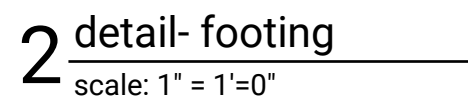
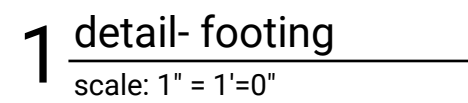


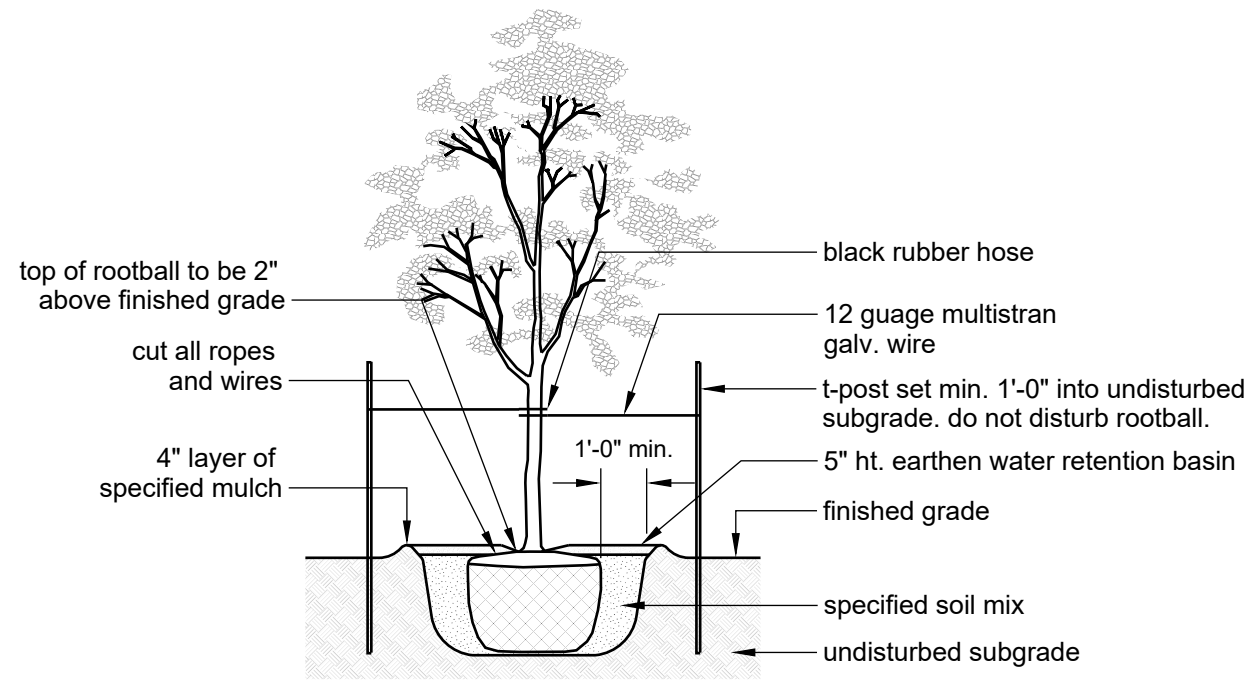


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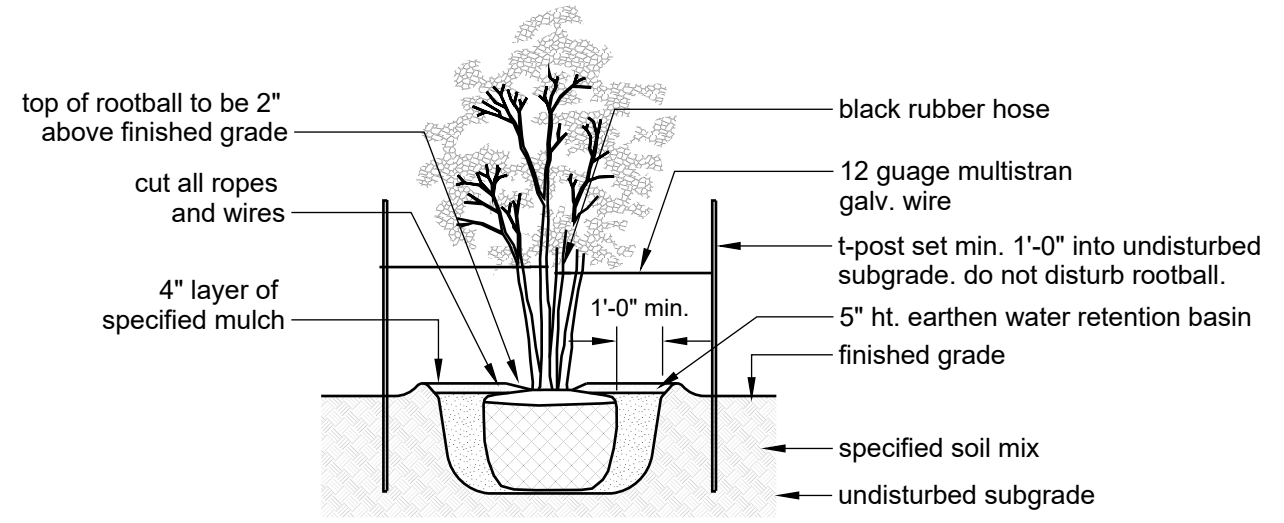
Page 57 of 203





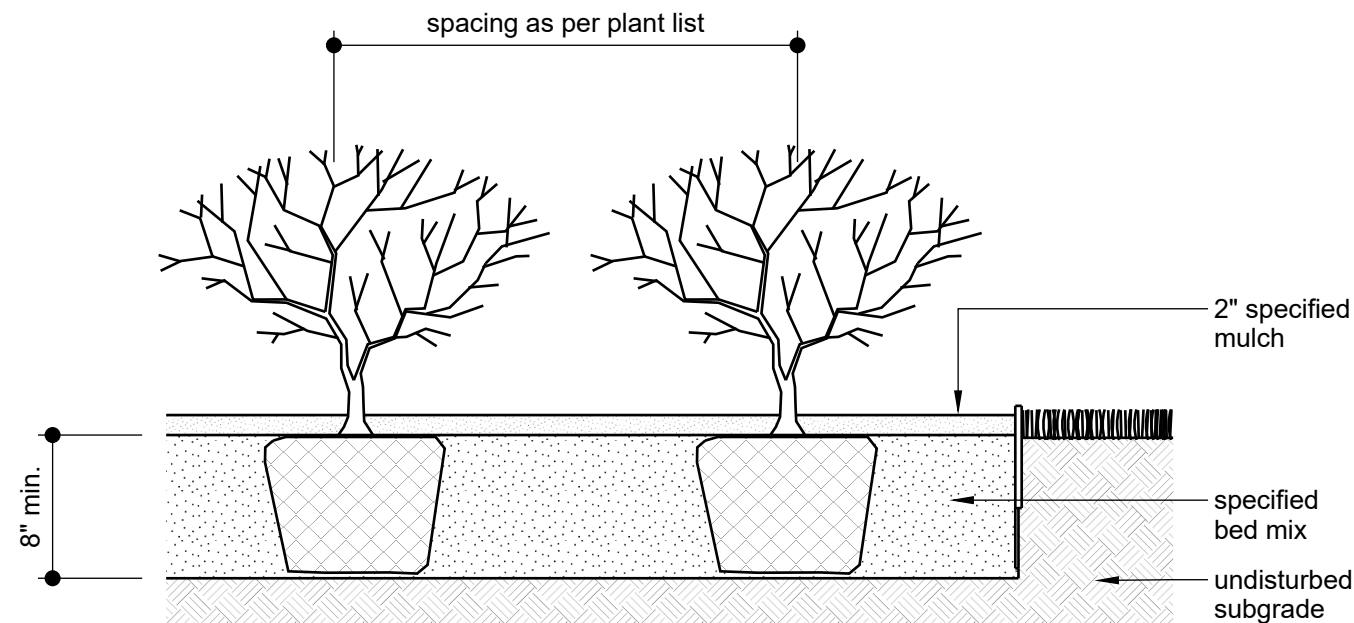
1 single trunk tree
scale: 1/4" = 1'=0"

- notes:
1. trees 4" cal. and less- (2) t-posts
 2. trees 4" cal. and greater- (3) t-posts



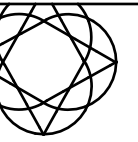
1 multi trunk tree
scale: 1/4" = 1'=0"

- notes:
1. trees 4" cal. and less- (2) t-posts
 2. trees 4" cal. and greater- (3) t-posts



1 shrub and ground cover
scale: 3/4" = 1'=0"

note:
crown all planting beds to provide positive drainage



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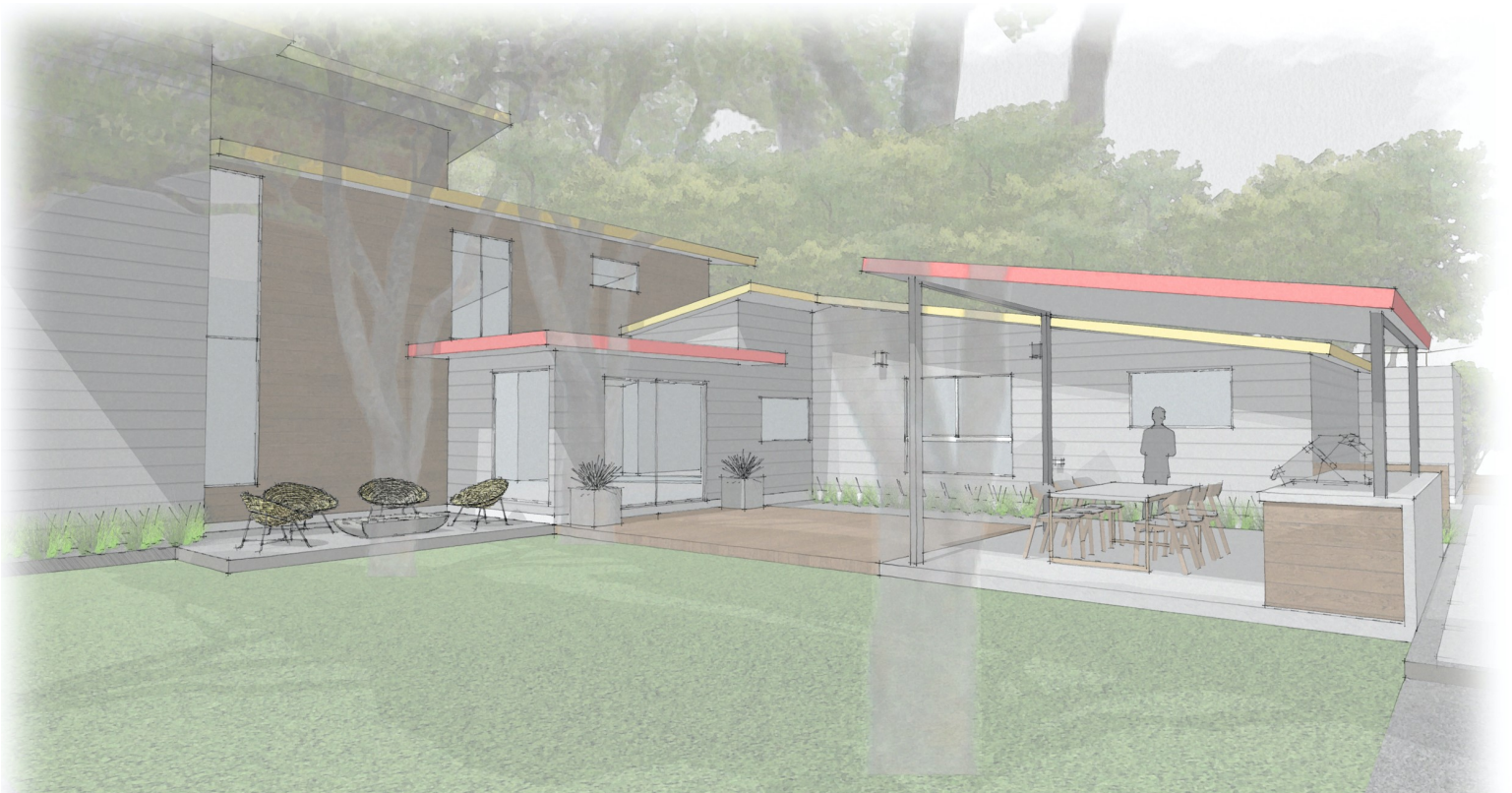
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vicinity map



project description

project address:
allyson & mike marshall
437 Brady Ln,
West Lake Hills, TX, 78746
512.694.4198

designer:
austin outdoor design
1412 collier street, studio c
austin texas 78704

builder:
austin outdoor design
1412 collier street, studio c
austin texas 78704

impervious cover

Area Description	Ex Sq Ft	New/Added Sq Ft	Total Sq Ft
1st floor	2214.31	0.00	2214.31
2nd floor	0.00	0.00	0.00
3rd floor	0.00	0.00	0.00
Basement	0.00	0.00	0.00
Covered parking	386.82	0.00	386.82
Covered deck	0.00	0.00	0.00
Covered porch	0.00	0.00	0.00
Covered patio	0.00	291.96	291.16
Balcony	0.00	0.00	0.00
Other roofed areas	88.34	0.00	88.34
Building Area	2689.47	291.16	2981.43
Building Cover	2689.47	291.16	2981.43
Driveway	1130.99	0.00	1130.99
Sidewalks	0.00	0.00	0.00
Uncovered patio	240.70	-240.70	0.00
Uncovered deck	0.00	117.50	117.50
Other flatwork	0.00	86.30	86.30
Impervious Cover	4061.16	255.39	4316.55
Pool (surface area)			0.00
Spa (surface area)			0.00
Lot size 10220.68			43%
% coverage	39.73%	2.5%	42.23%

drawing index

sheet number	description
LS 0.00	cover
LS 0.01	notes
LS 1.00	site plan
LS 1.01	demolition plan
LS 1.02	layout plan
LS 1.04	planting
LS 2.01	elevations
LS 3.01	layout and materials
LS 3.02	dimensions
LS 3.03	grade and drainage
LS 4.01	elevations
LS 4.02	sections
LS 5.01	details
LS 5.02	details
LS 5.03	details



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abbreviation

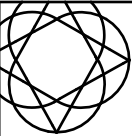
#	Pound OR Number	FO	Face Of	TME	To Match Existing
&	And	FND	Foundation	TOC	Top Of Concrete
@	At	GA	Gauge	TOS	Top Of Steel
ACT	Acoustic Ceiling Tile	GALV	Galvanized	TW	Top of Wall
AD	Area Drain	HI	High	TYP	Typical
AFF	Above Finished Floor	HP	High Point	UNO	Unless Noted Otherwise
BSMT	Basement	HR	Hour	U/S	Underside
BYND	Beyond	ILO	In Lieu Of	VIF	Verify In Field
BL	Build Line	INSUL	Insulated or Insulation	W/	With
BOT	Bottom	INT	Interior	WD	Wood
BW	Bottom of Wall	INV	Invert Elevation		
CIP	Cast In Place	LO	Low		
CHNL	Channel	MAX	Maximum		
CJ	Control Joint	MDO	Medium Desnity Overlay		
CL	Center Line	MECH	Mechanical		
CLG	Ceiling	MEMBR	Membrane		
CLR	Clear	MIN	Minimum		
CMU	Concrete Masonry Unit	MTL	Metal		
COL	Column	NIC	Not In Contract		
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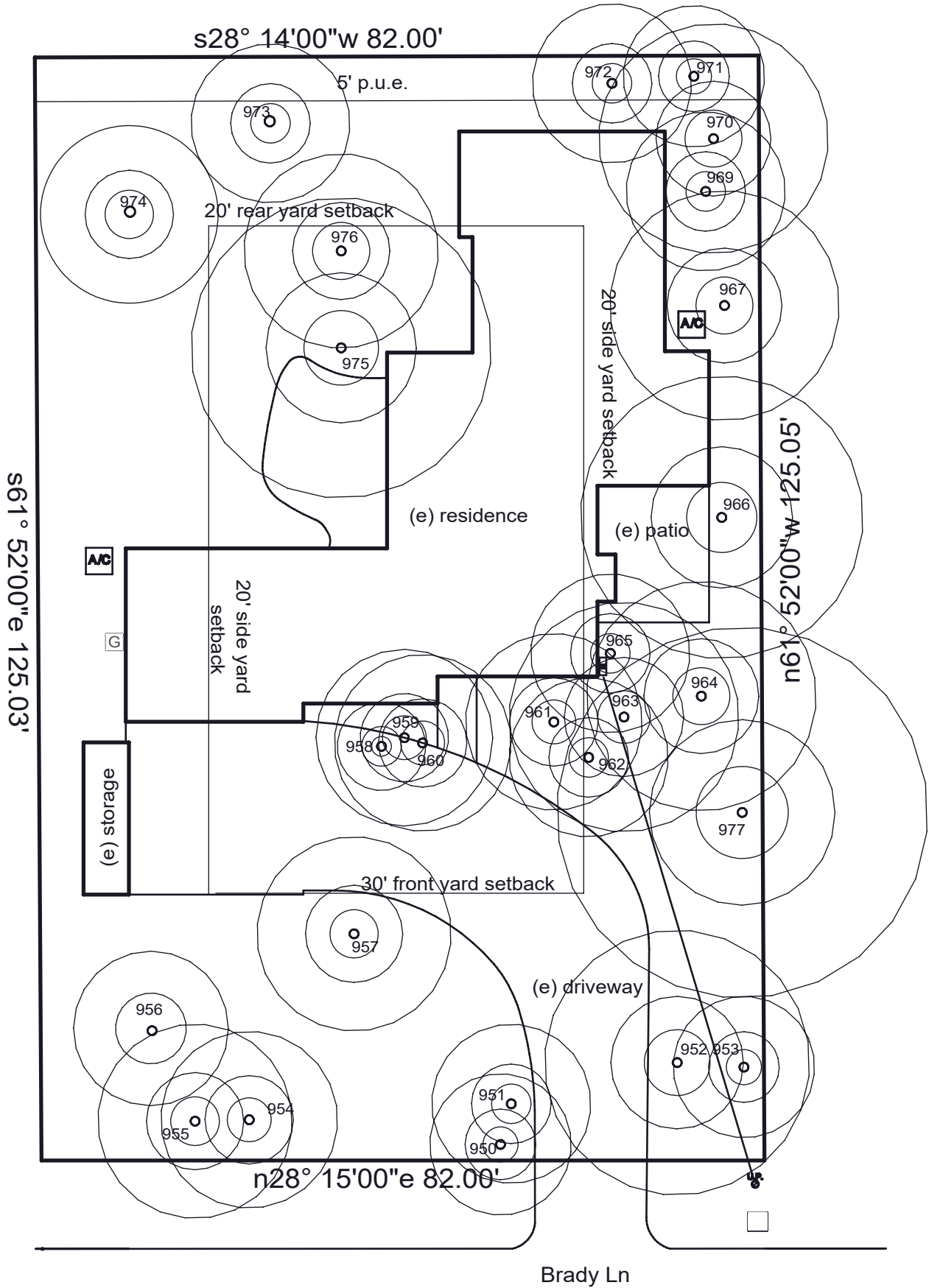
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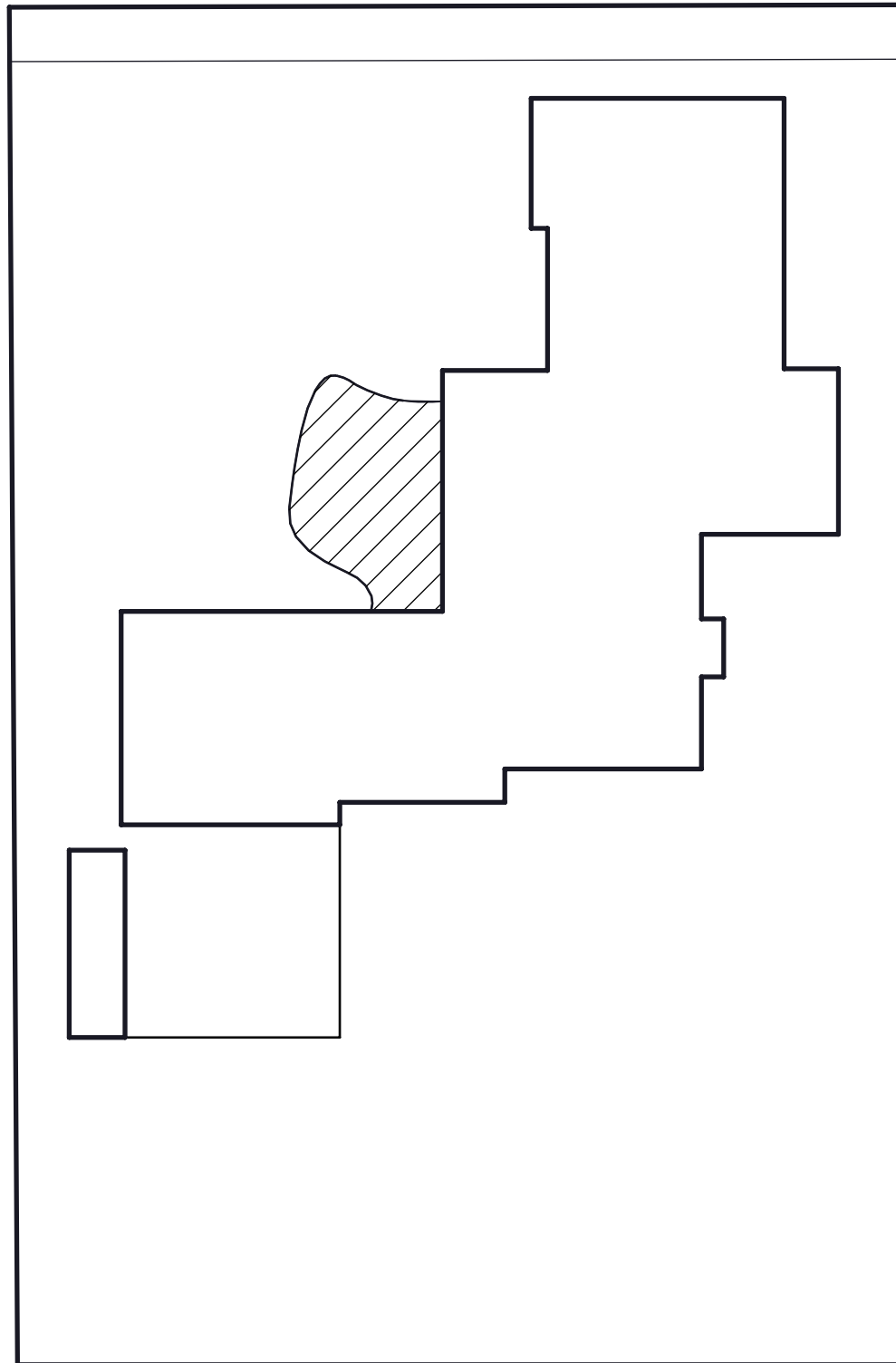
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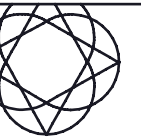
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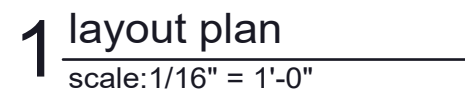
revisions:

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1.01

symbol	definition
--------	------------

————— property line
————— easement line



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Drawn by: aod



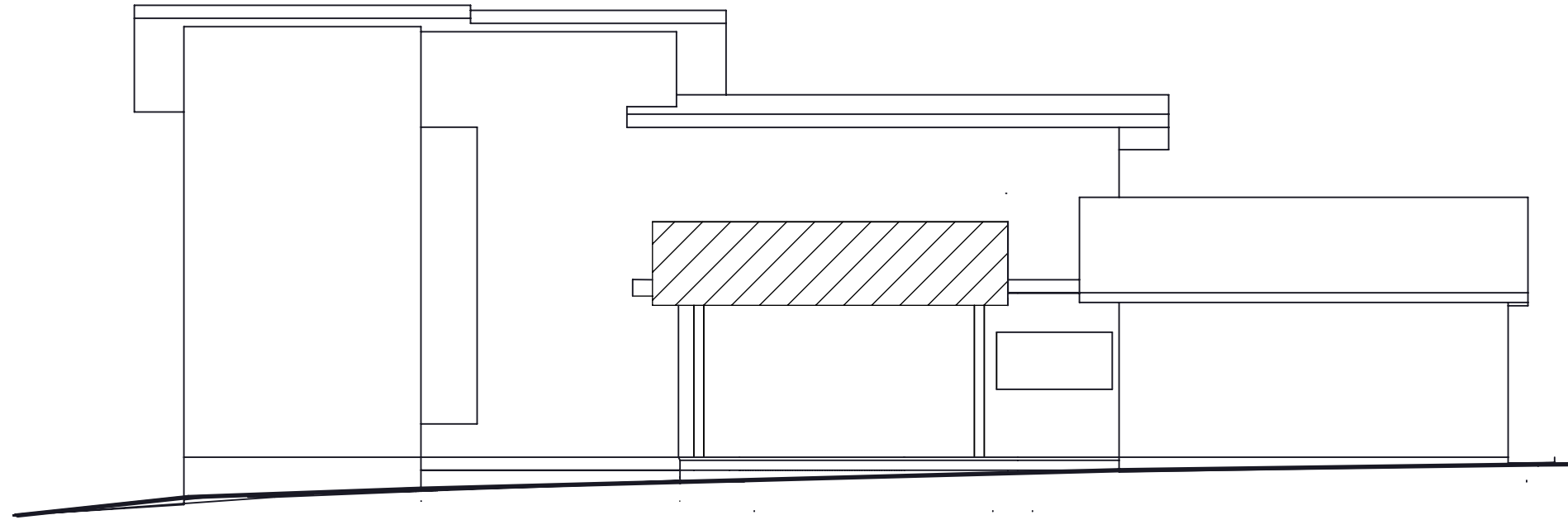
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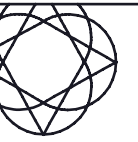
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1 right elevation
scale: 1/8" = 1'-0"



2 back elevation
scale: 1/8" = 1'-0"



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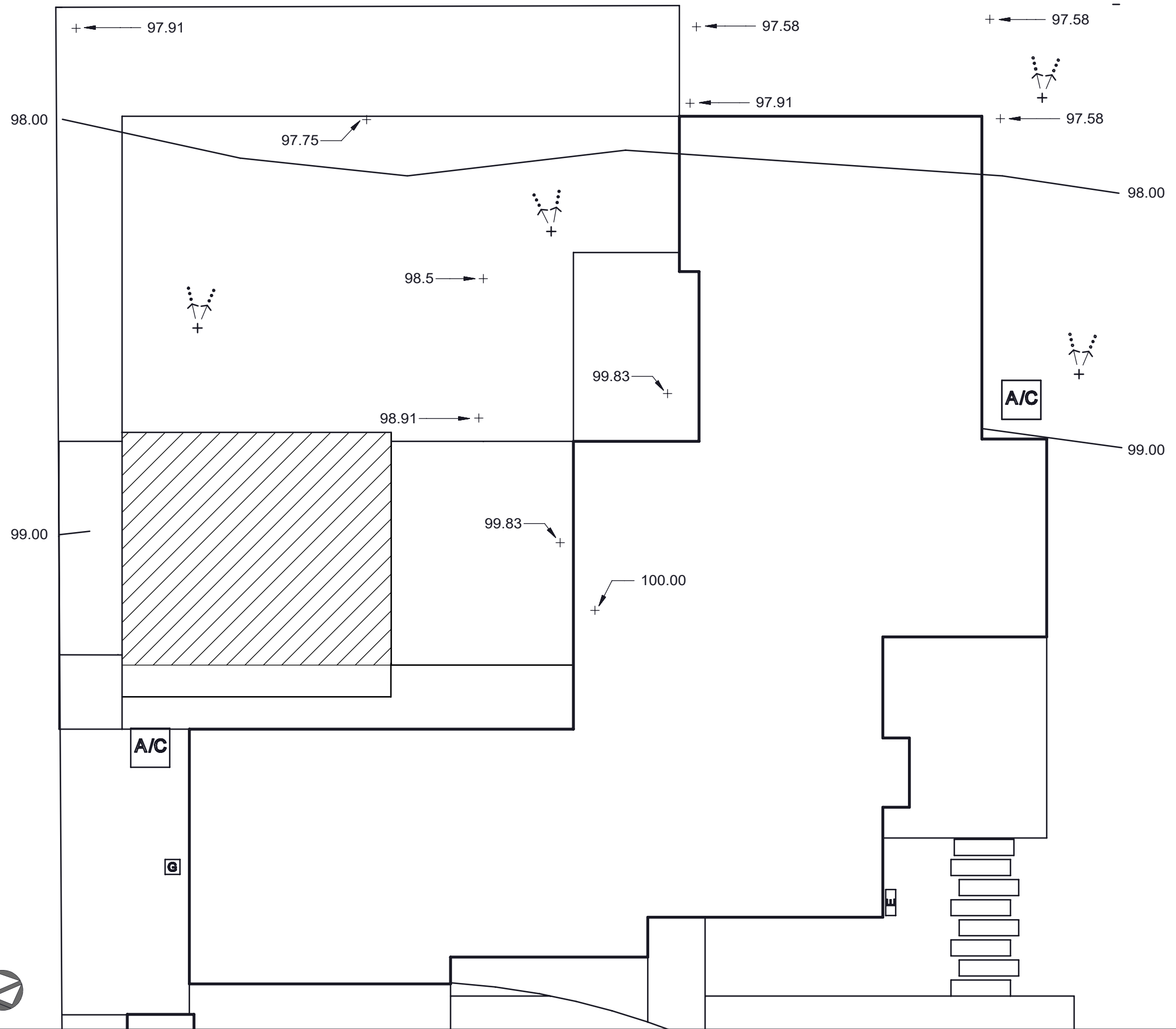
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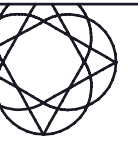
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2.01



1 grade and drainage

scale: 1/8" = 1'-0"



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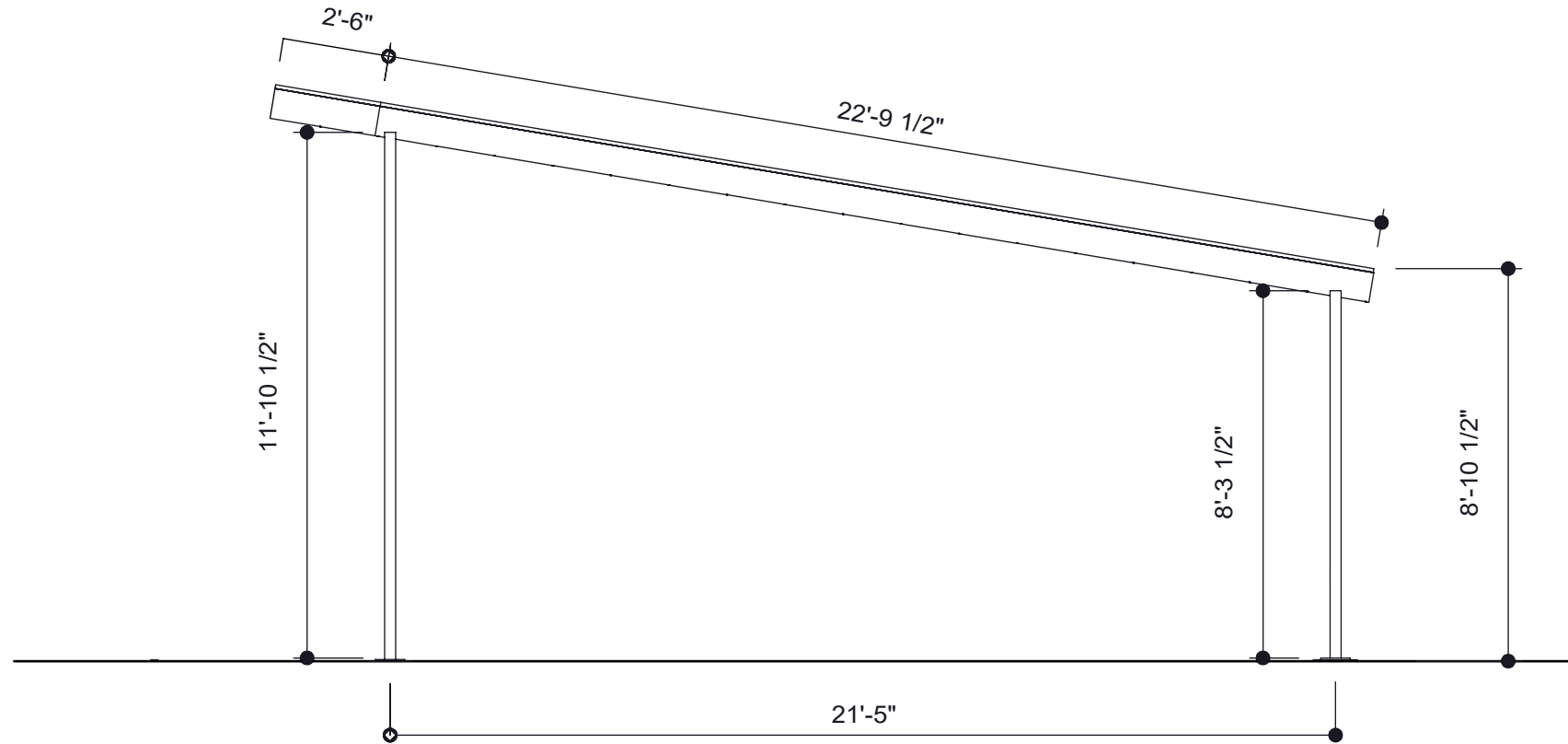
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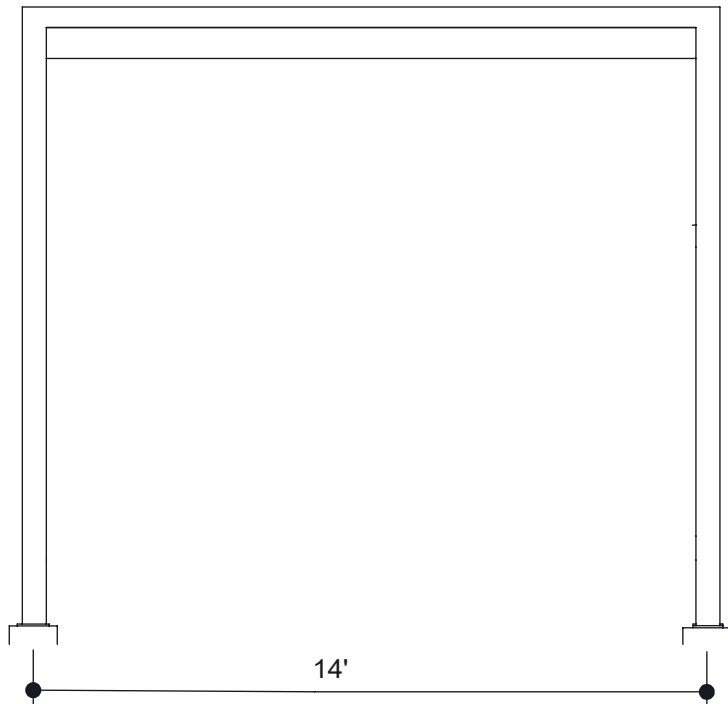
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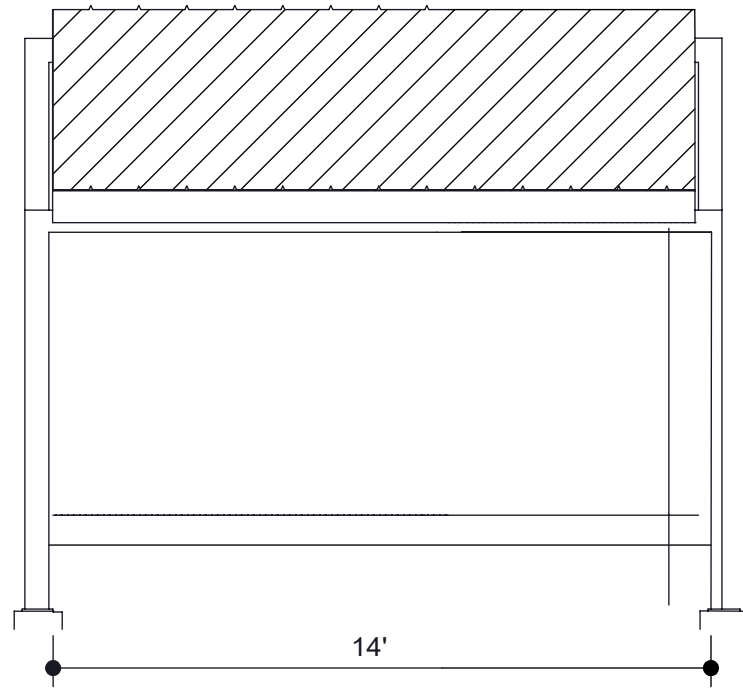
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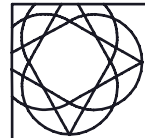


2 left elevation
scale: 1/4" = 1'-0"



3 right elevation
scale: 1/4" = 1'-0"





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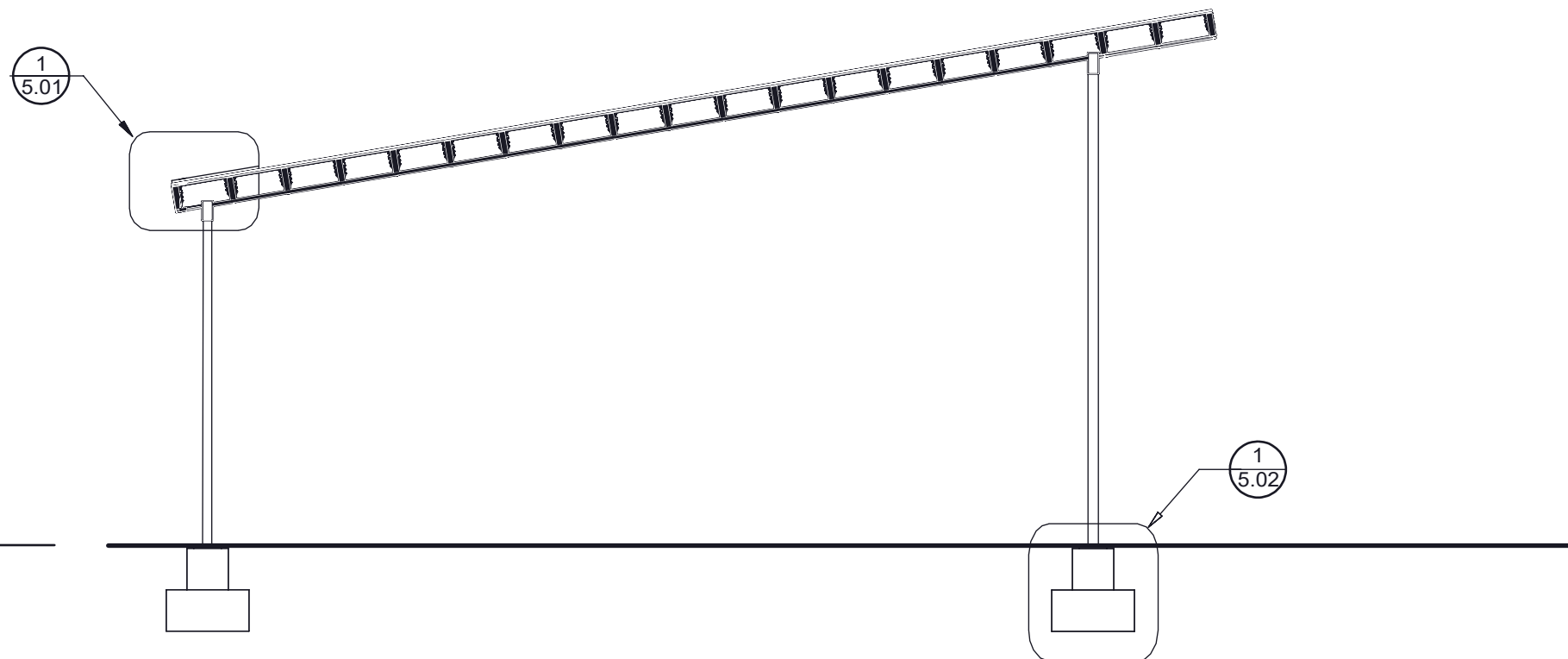
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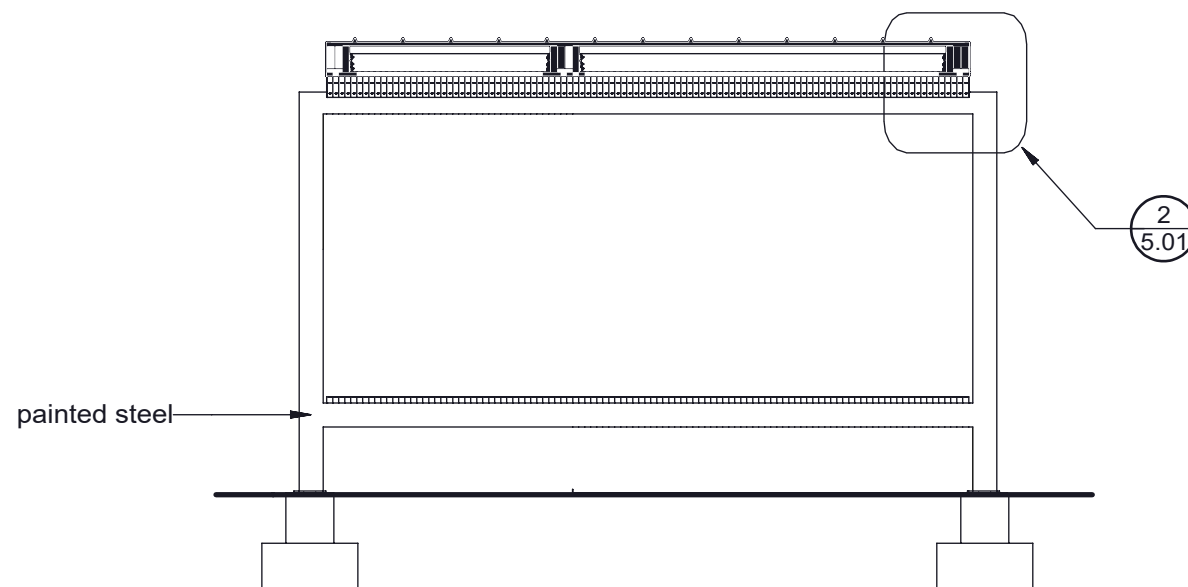
1 back section

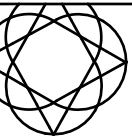
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2 left section

scale: 1/4" = 1'-0"





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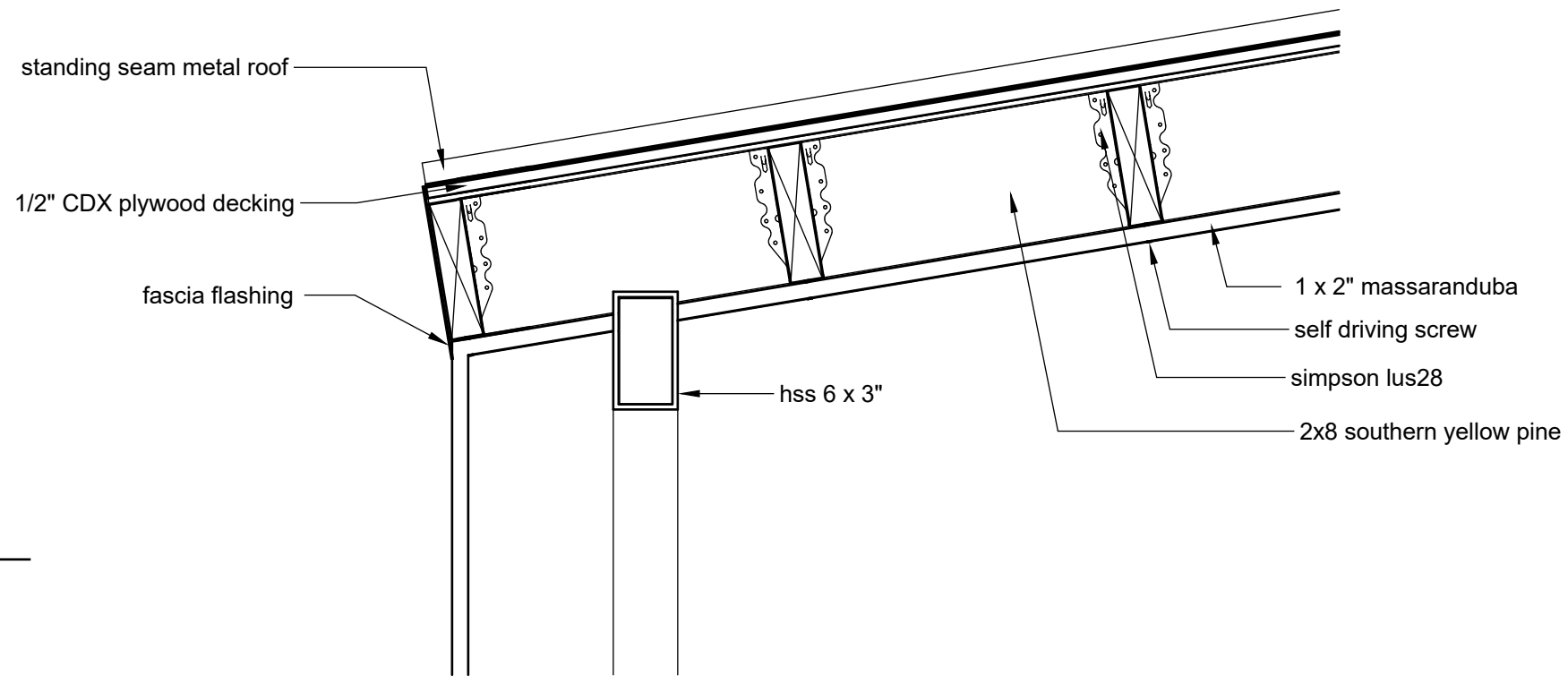
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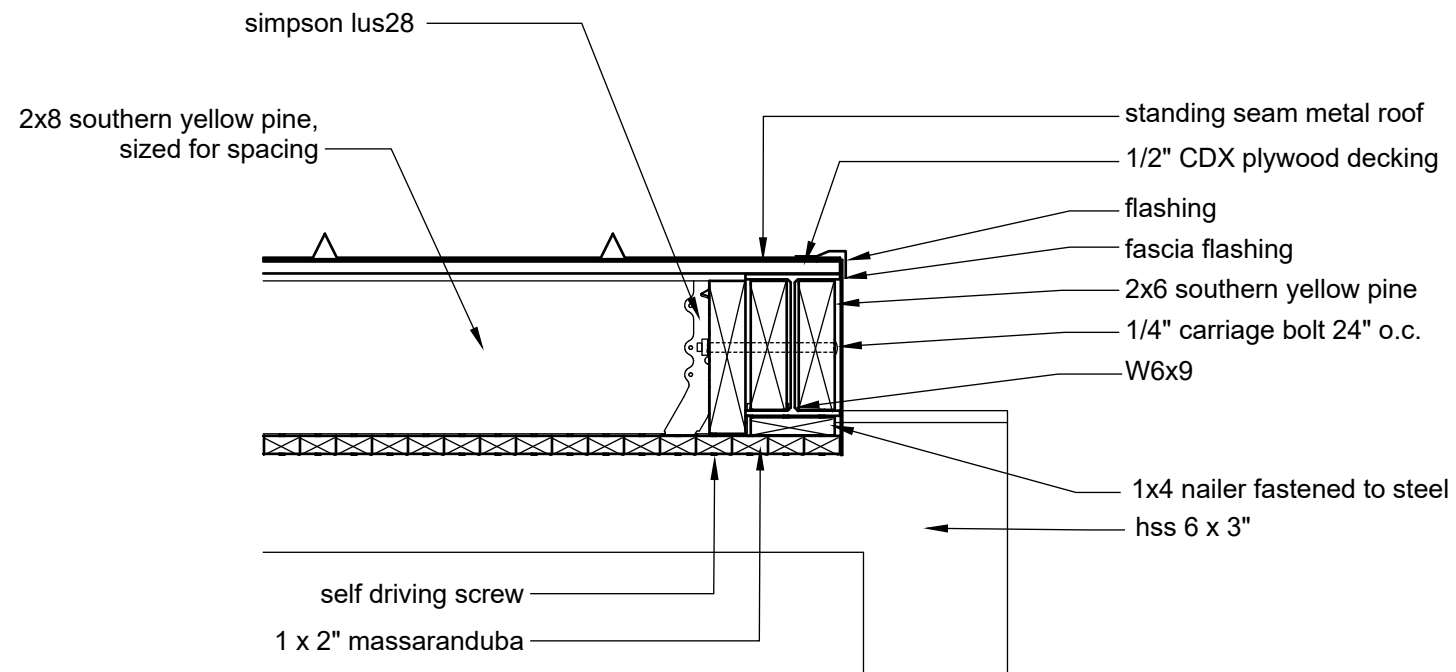
1 structure detail

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2 structure detail

scale: 1 1/2" = 1'-0"



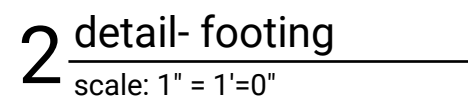
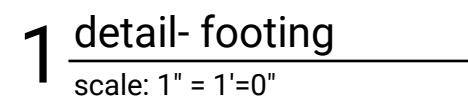


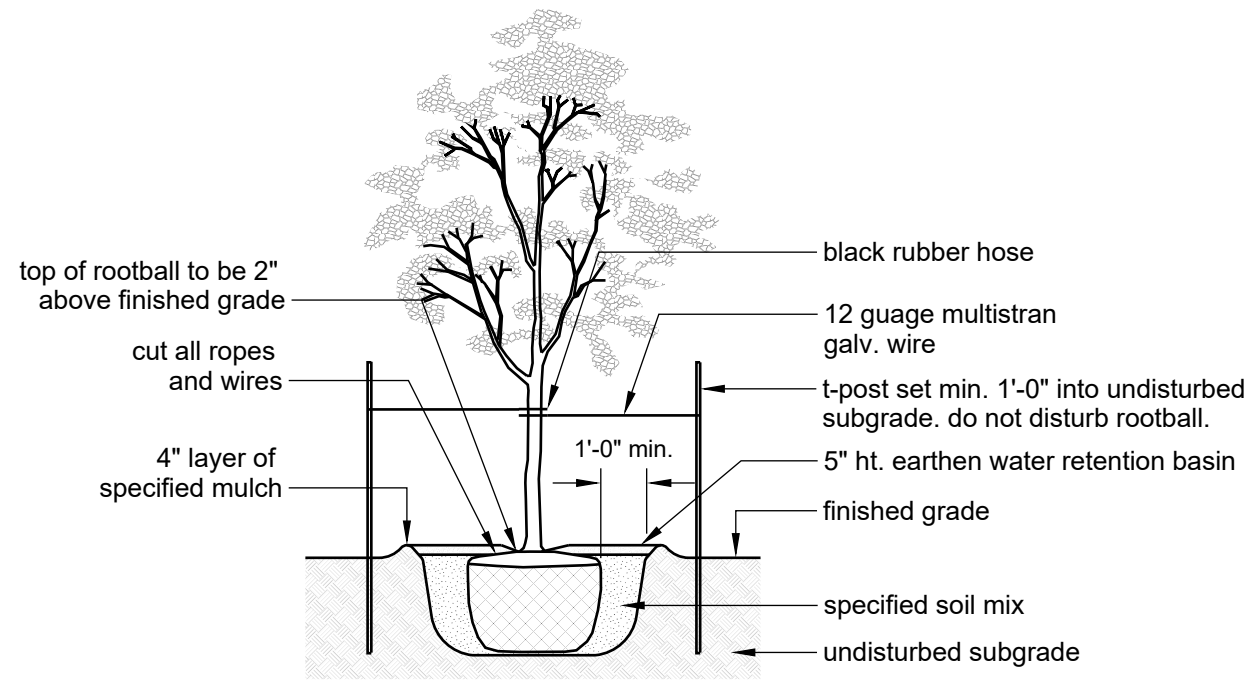
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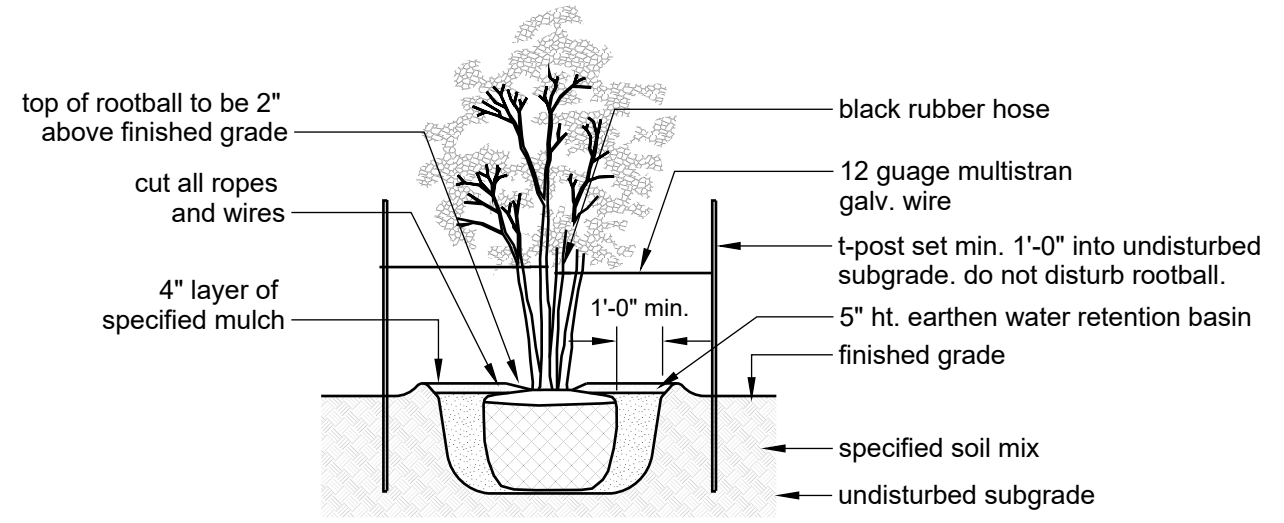
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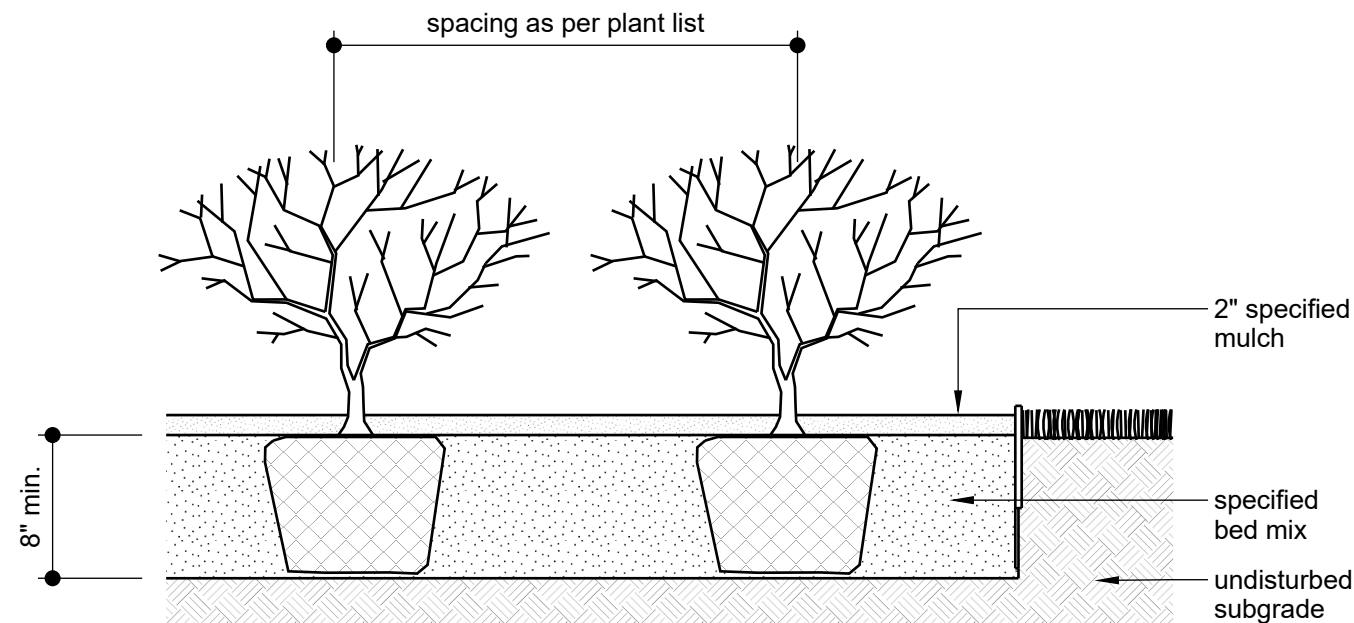
1 single trunk tree
scale: 1/4" = 1'=0"

- notes:
1. trees 4" cal. and less- (2) t-posts
2. trees 4" cal. and greater- (3) t-posts



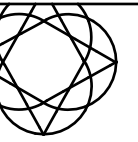
1 multi trunk tree
scale: 1/4" = 1'=0"

- notes:
1. trees 4" cal. and less- (2) t-posts
2. trees 4" cal. and greater- (3) t-posts



1 shrub and ground cover
scale: 3/4" = 1'=0"

note:
crown all planting beds to provide positive drainage



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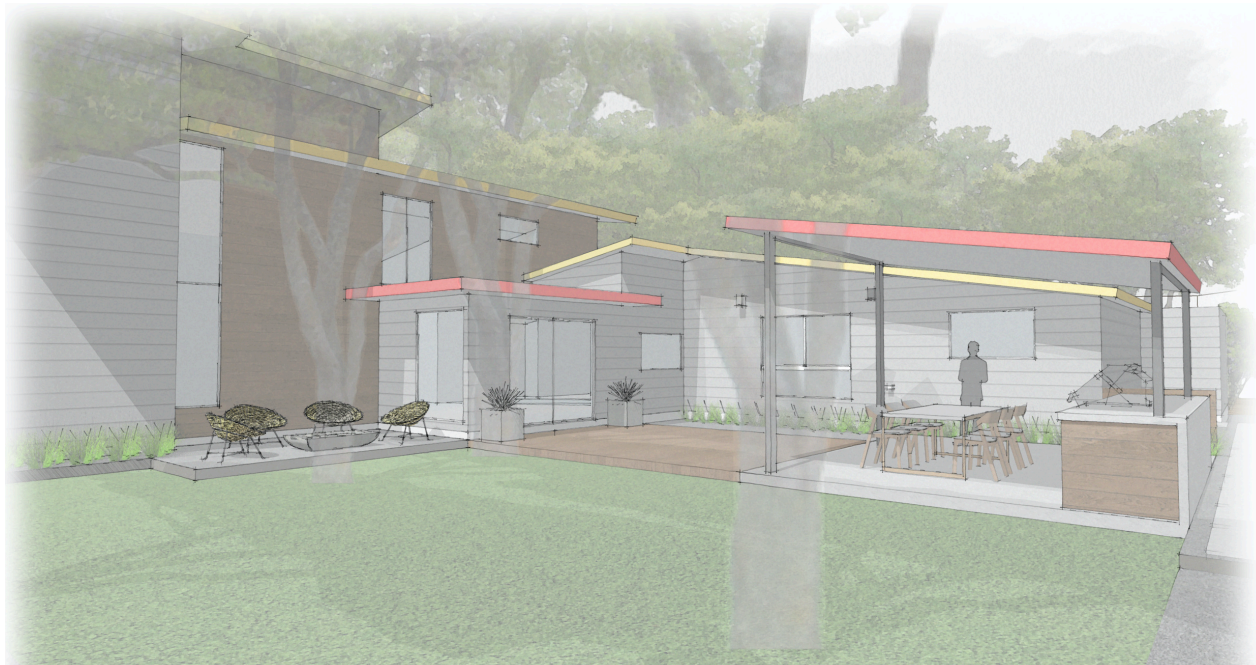
Covered Patio - Variance Request

Mike and Allyson Marshall

437 Brady Ln, West Lake Hills, TX

ZAPCO August 19, 2020

BOA September 9, 2020



Covered Patio

- We'd like an outdoor covered area to provide:
 - Shade from the heat
 - Protection from rain
 - A clean space from falling debris like bird poop and leaves
 - A place to hang a ceiling fan to cool the area and fight mosquitos
- Additional goals
 - Save our trees and large branches
 - Provide more water to largest oak on property
 - Reduce runoff with vegetation

Hardships

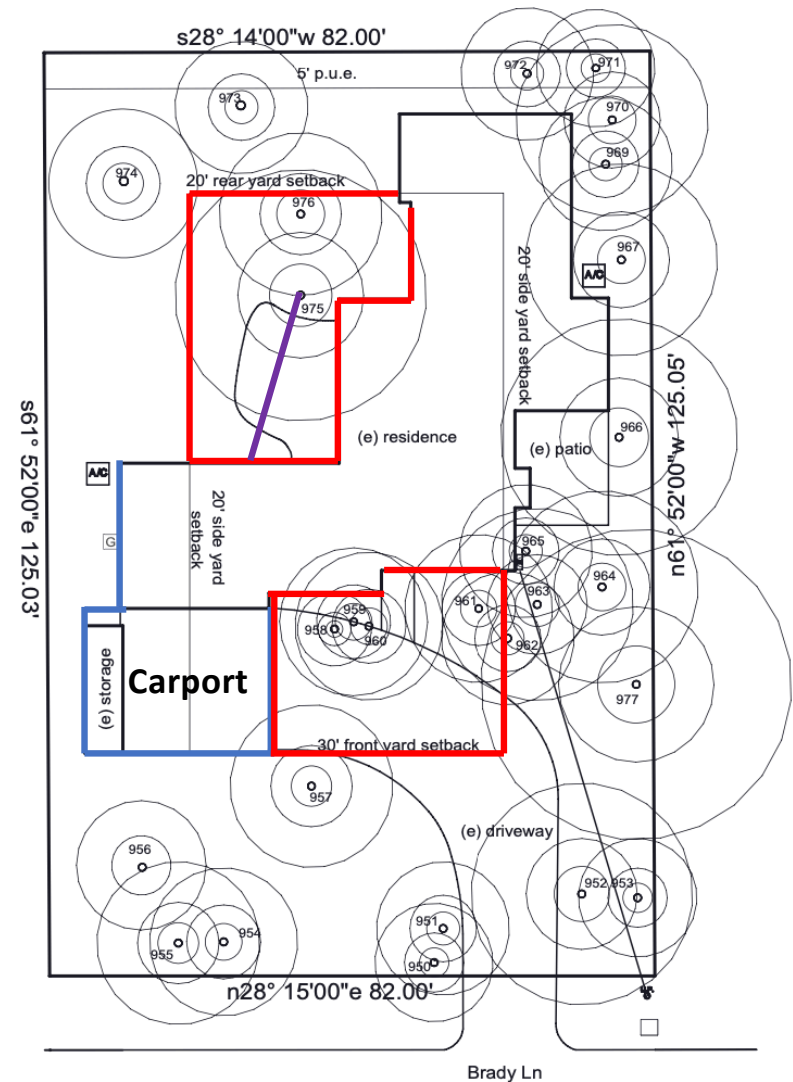
- No outdoor covered areas
- Small 0.23 acre lot developed in 1960
- Backyard building zone interference
 - Tree 976, 9-inch
 - Tree 975, 20-inch
 - Tree 975 low 11" branch over existing patio
- Front yard building zone interference
 - Carport egress and driveway
 - Trees 958, 959, 960, 961, and 962

NOTE:

Red outlines available area in building zone

Blue outlines original 1960 side setback

Purple line is 11" tree branch





TREE #975 – Large Live Oak



TREE #975 – Large Branch

Options considered and rejected

- Front yard covered patio in permissible building area
 - Carport egress and driveway occupy 80% of available front building zone area
 - 5 trees occupy remaining 20% of available front building zone area
 - Does not preserve 1960 AD Stenger ranch architecture
- Font yard cover over existing patio
 - Requires setback variance
 - In sight by many of our neighbors
- Backyard cover over existing patio
 - Limb up tree 975 >20 ft tall – remove 11-inch branch
- Covered patio aligned with existing carport (withdrawn)
 - Setback to match carport
 - Impervious coverage increase of 0-3%
 - Received concern from ZAPCO

Variance Requests

1. Side Setback - match existing setback of 1960 house
- ~~2. Impervious Coverage~~
- ~~3. Tree, ½ Critical Root Zone Penetration~~



Original 1960 setback on 0.23 acre lot



Original 1960 setback on 0.23 acre lot

Options proposed – trees vs side setback

- Option 1 – match the carport setback
 - Setback to match carport
 - Impervious coverage increase of 0-3%
- Option 2 – match the house setback including eave
 - Setback to match house with eave
 - Remove existing backyard patio to reduce impervious coverage in tree 975 root zone
 - Eliminated need for ½ Critical Root Zone variance - use ledger boards and premanufactured footings
- Option 3 – match the house setback, but not eave
 - Option 2 without eave
- Option 4 – remove (or limb up) 2 trees, no setback variance
 - Remove tree 976 <10 inch – no fee permit required
 - Limb up tree 975 >20ft tall – remove 11-inch branch, no permit required
 - Request removal of tree 975 >17-inch diameter – variance required

Setback Variance Request

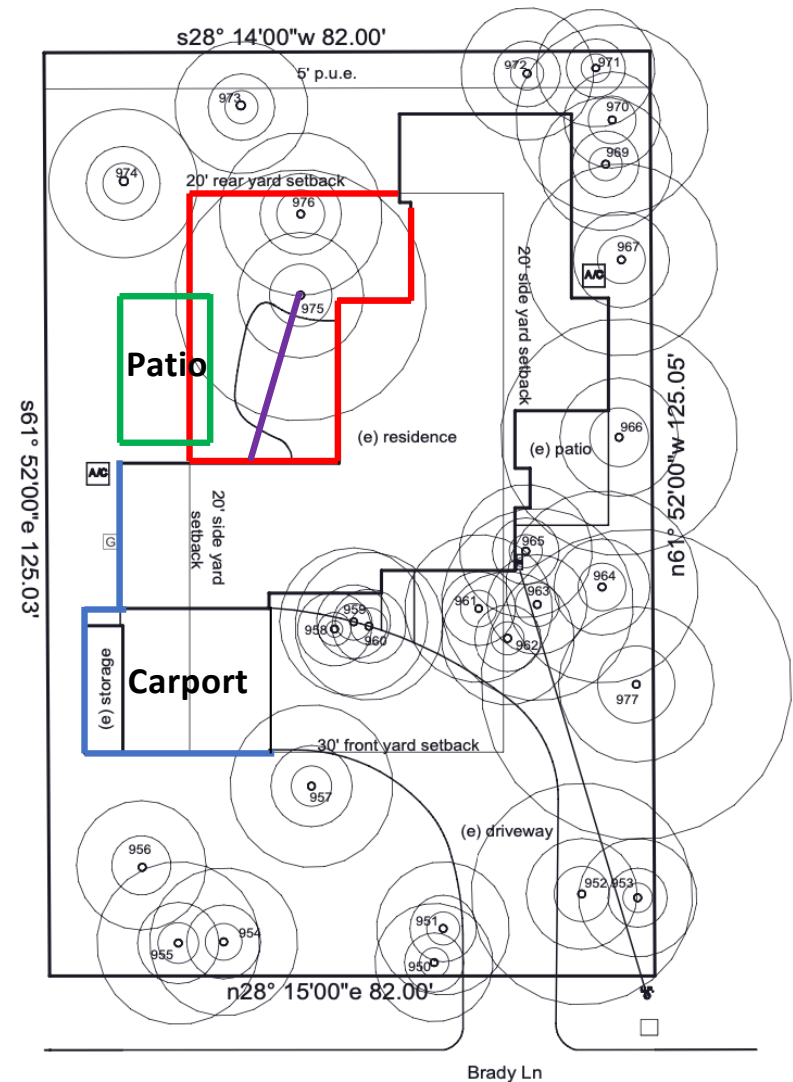
- Option 2 (preferred) - roof w/ eave
 - Match house at 9' 3"
 - Match eave at 6' 9"
- Option 3 - roof w/o eave
 - Match house at 9' 3"

NOTE:

Red outlines available area in building zone

Blue outlines original 1960 side setback

Purple line is 11" tree branch





SETBACKS, EXCAVATION, DRIVEWAY VARIANCES STAFF REPORT

AUGUST 19, 2020

Project Address: 2 Hull Circle

Project Number: 15864

Agenda Item: Land Use; 2 Hull Circle: Discussion/consideration of a variance application for four (4) variances in order to remodel an existing residence: 1) building encroachment into the front setback – carport; 2) building encroachment into a setback – building addition; 3) excavation greater than 18" in a setback; 4) construct a new residential driveway less than the 12ft required minimum width (West Lake Hills Code Sections 22.03.281, 22.03.170, and 22.03.175). Owners/Applicants Katherine & Michael Alexander.

Applicant Information: Katherine and Michael Alexander

Hearing Dates:

July 15, 2020	ZAPCO (<i>postponed</i>)
August 19, 2020	ZAPCO
September 9, 2020	Board of Adjustment/City Council

Location: The subject property is between Westlake Drive and Hull Circle, north of Redbud Trail.

Zoning & Site Characteristics:

The subject property and surrounding neighborhood are zoned R-1 – One-Family Residential. The property is approximately 0.2933 acre. There is currently an existing house on the property.

Background & Analysis:

Update:

After discussion and postponement during the July 15, 2020, ZAPCO meeting, the applicant has redesigned the project and provided the following summary of changes to the requested variances:

1. The addition proposed on the Westlake Drive side has been redesigned so that it respects the building lines' associated with the corner lot. This has substantially reduced the setback encroachment to only 8.78 square feet.
2. The carport has been downsized to reduce setback encroachment by 4 feet and still allows for two cars and a small storage closet.

3. The driveway has been redesigned to allow for cars to pull out forward instead of in reverse.

Two revised layouts were submitted – Layout A and Layout B.

- Layout A – In this option, the master suite addition footprint is reduced and accordingly reduces the encroachment into the setback at the back of the house. The driveway is reconfigured to include turnaround space so vehicles backing out of the carport can driveway forward onto Hull Circle. The carport encroachment into the front setback is reduced (19ft 2 ½ in vs 23ft 3in in previous submittal).
- Layout B – In this option, the carport is split into two locations. At the front, the carport encroaches approximately 12ft 3 ¼ in in the front setback; at the side/back carport, it has two encroachments – 7ft 3 ¼ in the front setback, and 7ft 4 ¼ in in the back. The master suite addition encroaches 7ft 2 ⅞ in in the rear

The homeowners, Katherine and Michael Alexander, have applied for variances in order remodel their home, including building a new driveway to replace the existing one in a different location, construction of a new carport and building addition. The new driveway would require variances for the width (less than the minimum 12ft) and excavation/cut/fill for the portion in the setback (up to 18" is permitted in the setbacks). Additionally, the new addition and carport encroach into the building setbacks.

The property is a triangular shape located at the fork of Hull Circle and Westlake Drive. It therefore has two front yard setbacks (30ft for properties smaller than 0.5 acre).

The applicants explain that the existing driveway is steep, and covers the critical root zones of two large oak trees. The existing garage is small and can only park one car. Additionally, the applicants wish to expand the existing home to accommodate their family's needs. They are proposing to relocate the driveway and construct a new carport; and convert the existing garage to interior living space plus add a small addition. Portions of the existing home and garage encroach into the setback. Approximately two to three feet of excavation will be needed in the setback for the new proposed driveway.

Variance Criteria Review:

When applying for a variance, the applicant has established by competent evidence that:

1. The strict or literal enforcement of the terms of this chapter, because of special conditions, will result in unnecessary hardship to the applicant.

The application states – "Our home is situated on a corner lot and is sandwiched between Westlake Drive and Hull Circle. Consequently, the shape of our property is unusual and is bound by two "front-yard" setbacks of 30 feet and therefore our buildable area seems to be limited compared to other properties...It is apparent that converting the current garage and adding a carport is the only method of gaining square footage..."

"The current driveway is very steep which causes rainfall to wash across Hull Circle and onto my neighbor's driveway-which is a violation of 22.03.175. The dated garage is a one car garage with some storage – it will not fit a 2nd vehicle. Our 2nd vehicle is forced to park outside of the garage. Therefore, we have adopted the previous owner's practice which is to park in the unpaved area to the left of the driveway – another violation of code 22.03.175."

2. There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.

The application states – "The current flora will benefit from the proposed project. The demolition of the current driveway will remove a significant amount of impervious coverage over the 25% and 50% critical root zones of the two Heritage live oaks that are located immediately to the left and right of the existing driveway. The location of the trees and their root zones dictated our proposed design and driveway configuration. The majority of the proposed construction would occur on top of current impervious coverage. We have a proposed a driveway that has one small section where it is only 8' wide so that it can "squeeze" through the critical root zone of the two heritage live oaks."

3. There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.

The application states – "We considered building a 2nd story which would add the need square footage but would not address the unsightly garage and parking issue. Additionally, my parents visit often for business and my father is handicapped and cannot walk up stairs so would prefer any additional bedroom to be on the 1st floor."

"We considered building on the only viable area within the setback but it is a long, skinny rectangular area directly in front of our home's front door and would require significant construction on the root zone of the heritage live oak tree in our front yard – another reason why we are proposing construction on top of current impervious coverage."

4. The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.

The application states – "Ideally, we would ask for more square footage, but have only proposed the minimum amount that could help our family be more comfortable with respecting the code of Ordinances. Our proposed carport fits two vehicles snugly and includes a modest storage closet."

5. The variance does not violate the intent of the Zoning Ordinance or goals of the Comprehensive Plan.

The application states – "We believe the proposed plan doesn't violate any intent of the zoning ordinance or City Plan. In fact, we believe our plan embraces the code and brings our property closer in line with the City's Comprehensive Plan."

6. The variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners.

The application states – “Our home is on a corner lot and our only adjacent neighbor is on the east side of our property and the proposed construction is on the west side of our property.”

Traffic/Transportation

There may be an impact on traffic in that area during construction process.

Lighting

Outdoor lighting is not proposed with this variance request. Any outdoor lighting will need to comply with the City’s Code.

Building Code

The property and future construction will have to comply with all applicable City codes.

Subdivision

This request will not change the subdivision.

Comprehensive Planning Analysis

The existing and future land use comply with the Master Plan.

Staff Recommendation

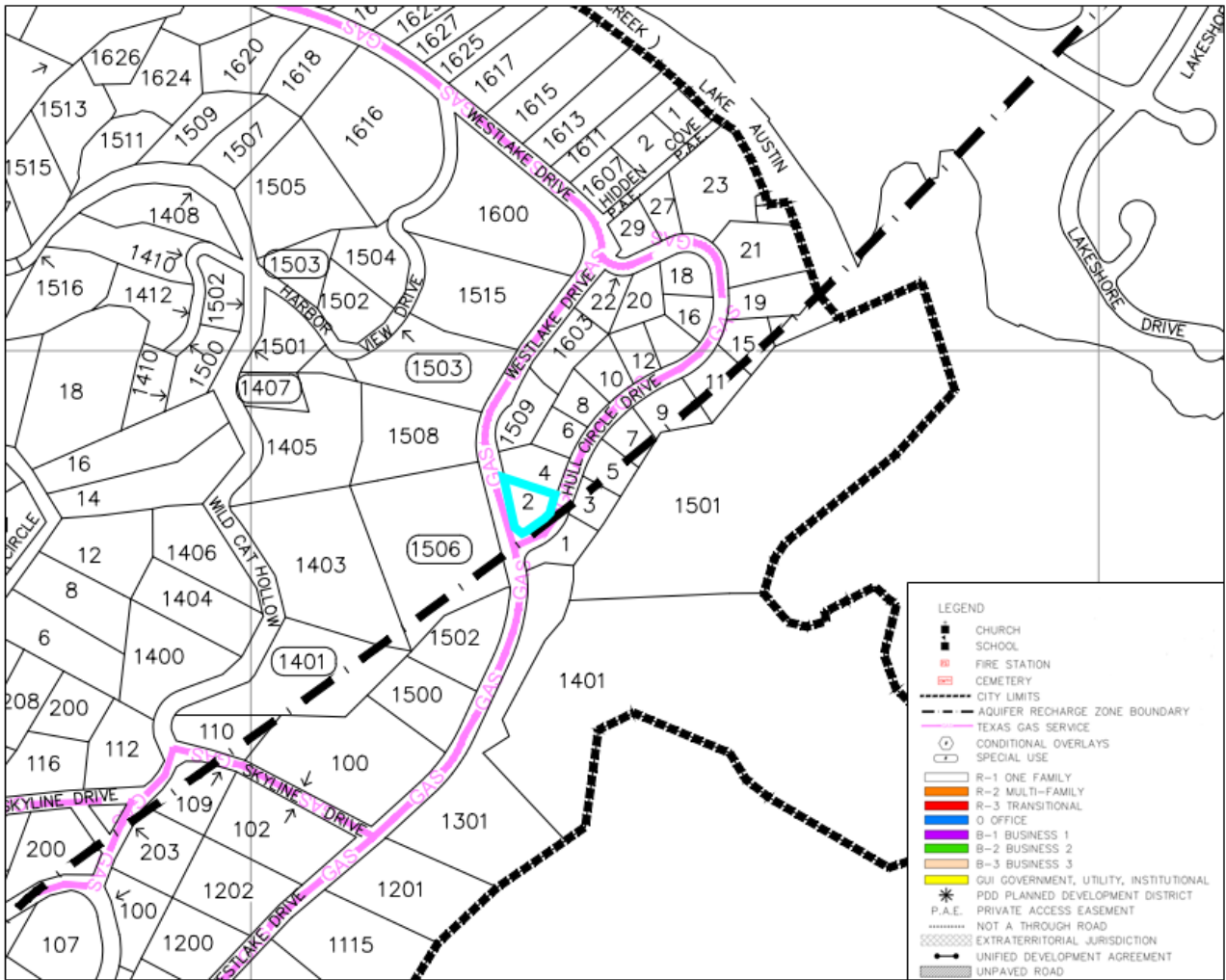
The staff recommendation is denial.

Links to Relevant Code:

- [Sec. 22.03.170 Site disturbance \(excavation, grading or filling\)](#)
- [Sec. 22.03.175 Off-street parking and parking pad requirements in residential areas](#)
- [Sec. 22.03.281 Schedule of regulations](#)
- [Sec. 22.03.514 Criteria and process required for granting variance](#)

(Maps to follow)

Zoning:



Aerial:



Revisions:

Since the last ZAPCO meeting on June 17, we have extensively explored other options and feel our redesigned proposal can still accomplish my family's goals while substantially reducing impact of our variance requests. We are proposing the commission to approve the Front Carport Layout A which is attached. A comparison Split Carport Layout B has also been attached to demonstrate depth of options explored.

Summary of Revisions:

1. The addition proposed on the Westlake Drive side has been redesigned so that it respects the building lines' associated with the corner lot. This has substantially reduced the setback encroachment to only 8.78 square feet.
2. The carport has been downsized to reduce setback encroachment by 4 feet and still allows for two cars and a small storage closet.
3. The driveway has been redesigned to allow for cars to pull out forward instead of in reverse.

Further Evidence of Hardships of the lot

Due to the lot's small size, narrow triangular shape with its two longer lot lines abutting streets (one of which is busy Westlake Drive) with the required 30' setbacks, there is only 3,264 SF of buildable area (**only 22.7% of total lot area**). This square footage is less than most newer houses. In fact the buildable area is only **74% of the lot's allowable impervious cover of 4,999 SF**

As an interesting point of comparison, if this lot were to be scaled up to be 1 acre with the setback distance regulations for 1 acre lots, the proportional setback distances would be a front setback of 26'-8" and side setback 13'-3", yielding a proportional buildable area of 4,036 SF or 36.2% of total lot area (a 23.7% increase over the restricted allowable area for our size lot).

The residence was constructed in the early 1970's, before the newer, more restrictive code and setback regulations were established, thus portions of the existing building already encroach into all three setbacks (which are presumed to be "grandfathered").

Issues presented by the current residence

Current residence is relatively small: 3 bedroom (one is very small), 2 very small baths totaling 1,735 SF.

Current garage is too small to fit two current vehicles, so one vehicle is always parked either on the driveway or on the caliche next to it, thus creating an eyesore. An adequately scaled new carport would better hide the vehicles, even if it encroaches in the setback.

Current driveway has no back-up area so one has to back out of the driveway onto Hull Circle (which is very close to the intersection with Westlake Drive). The current driveway currently covers portions of the critical root zones of two Live Oak trees.

Please consider that we have already removed a 100 SF shed which was located behind the house in the Westlake Drive setback.

Desired Improvements

Create more adequate covered parking by adding an appropriately sized carport.
Create a safer means by which to exit the driveway by providing a back-up area.
Remove the current asphalt coverage over the critical root zones of the two Live Oak trees.
Create a master bedroom suite which can allow for bedrooms to accommodate our growing family.

Exploration of Design Options

Since our initial proposal brought before ZAPCO last month, we've investigated many different layout and design options to satisfy our needs. Unfortunately, due to the very small size of the lot and moreover, the buildable area, all options encroach mostly into the Hull Circle setback. We settled on two layouts that were worth considering and ultimately considering Layout A to be the best fit and have the least amount of setback encroachment.

Front Carport Layout A is a smaller version of our original proposal but the addition to the left (south) of the existing garage has been redesigned so that it respects the building lines which **significantly reduces** the amount of setback encroachment. The triangular shape of the addition also respects the original architecture of the home and allows for a more appropriately scaled master suite. We feel this layout is the best option and least impactful.

Split Carport Layout B removes the southern stone protrusion of the garage and adds 2.5' onto the back for the Master Suite which allows for two single carports (**Carport Option B**). This driveway can also be 12' wide and also allows for an adequate back-up area and removes coverage of the critical root zones. This layout encroaches into both front setbacks, although by lesser distances, yet results in a slightly larger square footage of encroachment than Carport Option A.

Comparison and Consequences of the Options

First, for context, Hull Circle is an enclave of smaller, single-story 1970's houses in that period's version of Mid-Century modern design. Most owners have maintained, enhanced and celebrated this aesthetic. We also admire and want to celebrate this aesthetic in however we alter our residence.

We've consulted with at least 4 architects to provide us with these various options. They all agree that a 2 story addition, although "legal", would create a far more egregious impact as seen from Hull Circle than a single story carport in the front setback. The second story would even be

visible from Westlake Drive. Almost as importantly (although perhaps not strictly a concern for ZAPCO), is that the single story carport would be far more consistent with the style of the architecture of the house and Hull Circle enclave than a 2nd story over the garage. A 2nd story over the garage would likely impede the growth of the Live Oak tree canopy as it would be directly adjacent to it. Finally, the neighbor across the street in 1 Hull Circle, Raul Gonzales, has expressed concern to a 2nd story over the garage and would prefer to see a carport.

Another option would be for us to sell the house (which we definitely do not want to do). However, if we were to sell, it could be very likely be that a new owner would tear down the structure and build a two story structure with a larger footprint, thus most likely having more impact than any or our proposed carports. Refer to the oversized modernist structure which is currently under construction next door.

We beseech your indulgence in our request for the setback encroachments because of the extremely and unusually limited buildable area within the setback lines. We feel screening/concealing our 2 vehicles within a well designed carport will ultimately be an enhancement despite the encroachment. Our neighbors agree (including one who is an architect). Also, please consider that our proposed additions will result in only a total HVAC square footage of less than 2,500 SF. This is still modest by most standards in this neighborhood and certainly likely to be far less than any structure that could replace it if we were to sell.

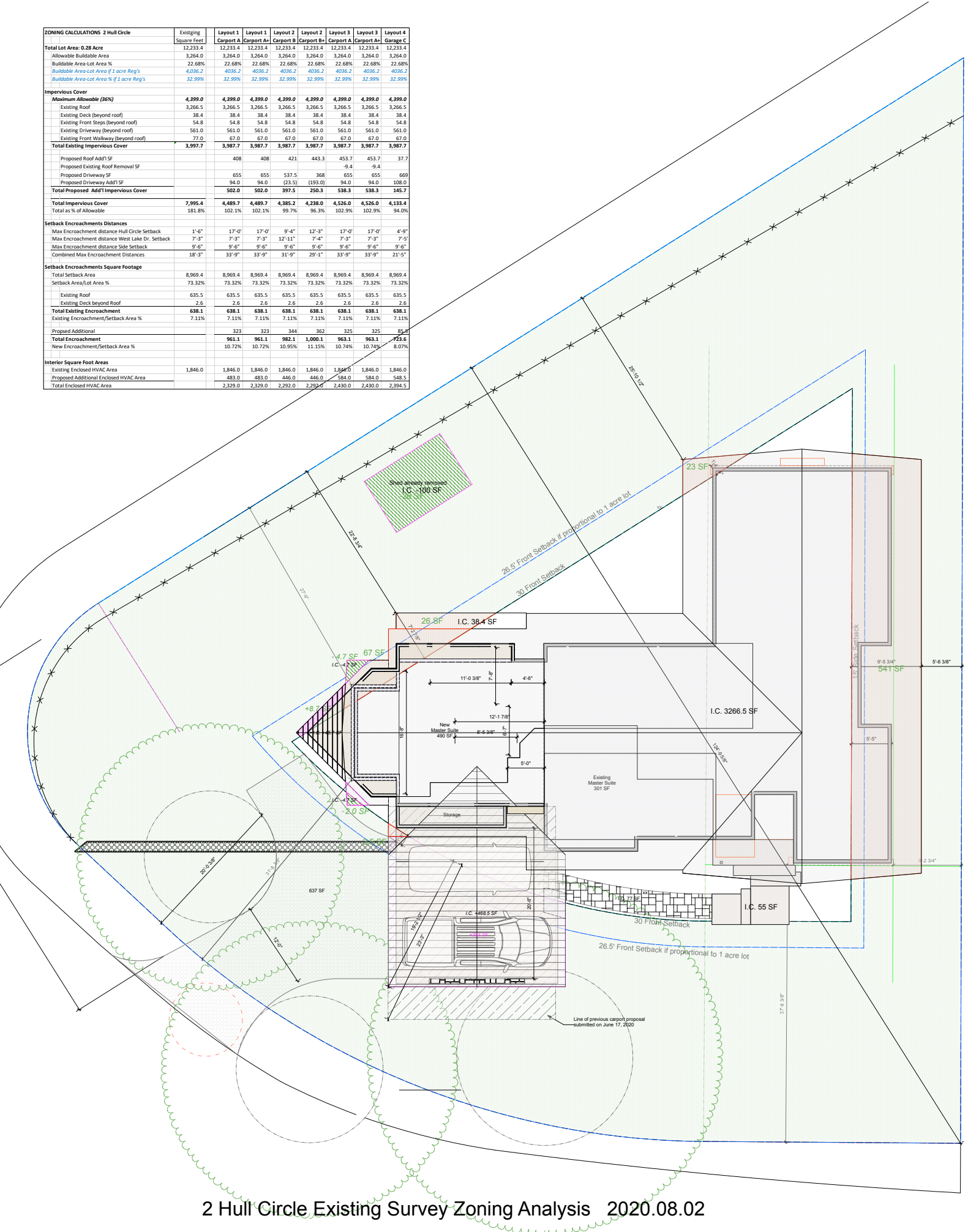
Finally, we would like to make it clear that this carport will be very simple, open air structure. If approved, our plan is to significantly screen the proposed carport with natural vegetation so that the visual impacts of the structure will be minimal. **We are happy to agree to contingencies in regards to the landscaping if needed.**

Thank you for your consideration,

Michael and Katherine Alexander

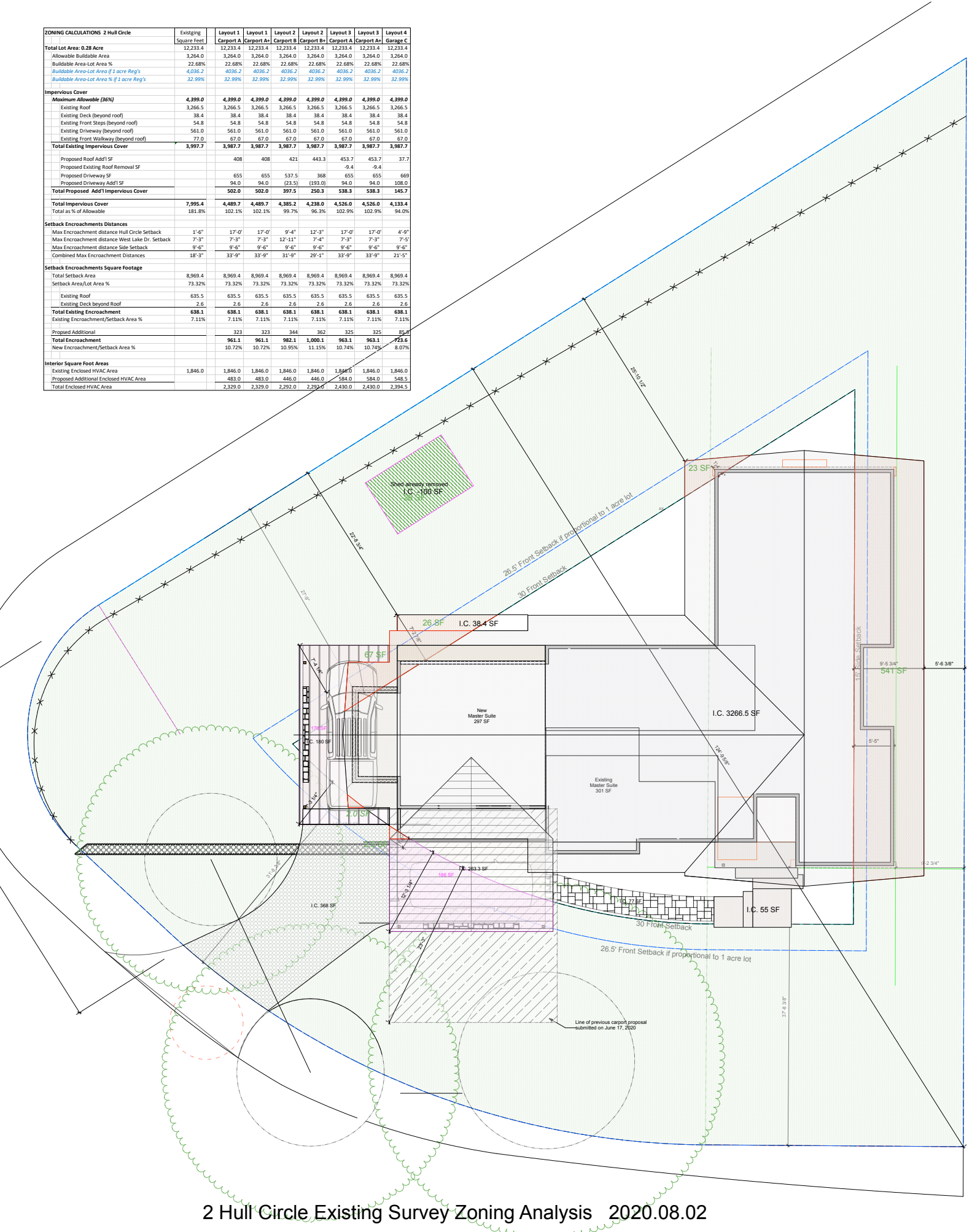
2 Hull Circle

ZONING CALCULATIONS 2 Hull Circle								
	Existing Square Feet	Layout 1 Carport A	Layout 1 Carport A+	Layout 2 Carport B	Layout 2 Carport B+	Layout 3 Carport A	Layout 3 Carport A+	Layout 4 Garage C
Total Lot Area: 0.28 Acre	12,233.4	12,233.4	12,233.4	12,233.4	12,233.4	12,233.4	12,233.4	12,233.4
Allowable Buildable Area	3,264.0	3,264.0	3,264.0	3,264.0	3,264.0	3,264.0	3,264.0	3,264.0
Buildable Area-Lot Area %	22.68%	22.68%	22.68%	22.68%	22.68%	22.68%	22.68%	22.68%
Buildable Area-Lot Area if 1 acre Reg's	4,036.2	4,036.2	4,036.2	4,036.2	4,036.2	4,036.2	4,036.2	4,036.2
Buildable Area-Lot Area % if 1 acre Reg's	32.99%	32.99%	32.99%	32.99%	32.99%	32.99%	32.99%	32.99%
Impervious Cover								
Maximum Allowable (36%)	4,399.0	4,399.0	4,399.0	4,399.0	4,399.0	4,399.0	4,399.0	4,399.0
Existing Roof	3,265.5	3,265.5	3,265.5	3,265.5	3,265.5	3,265.5	3,265.5	3,265.5
Existing Deck (beyond roof)	38.4	38.4	38.4	38.4	38.4	38.4	38.4	38.4
Existing Front Steps (beyond roof)	54.8	54.8	54.8	54.8	54.8	54.8	54.8	54.8
Existing Driveway (beyond roof)	561.0	561.0	561.0	561.0	561.0	561.0	561.0	561.0
Existing Front Walkway (beyond roof)	77.0	67.0	67.0	67.0	67.0	67.0	67.0	67.0
Total Existing Impervious Cover	3,997.7	3,987.7	3,987.7	3,987.7	3,987.7	3,987.7	3,987.7	3,987.7
Proposed Roof Add'l SF		408	408	421	443.3	453.7	453.7	37.7
Proposed Existing Roof Removal SF					9.4	9.4		
Proposed Driveway SF		655	655	537.5	368	655	655	669
Proposed Driveway Add'l SF		94.0	94.0	(23.5)	(193.0)	94.0	94.0	108.0
Total Proposed Add'l Impervious Cover		502.0	502.0	397.5	250.3	538.3	538.3	145.7
Total Impervious Cover	7,995.4	4,489.7	4,489.7	4,385.2	4,238.0	4,526.0	4,526.0	4,133.4
Total as % of Allowable	181.8%	102.1%	102.1%	99.7%	96.3%	102.9%	102.9%	94.0%
Setback Encroachments Distances								
Max Encroachment distance Hull Circle Setback	1'-6"	17'-0"	17'-0"	9'-4"	12'-3"	17'-0"	17'-0"	4'-9"
Max Encroachment distance West Lake Dr. Setback	7'-3"	7'-3"	7'-3"	12'-11"	7'-4"	7'-3"	7'-3"	7'-5"
Max Encroachment distance Side Setback	9'-6"	9'-6"	9'-6"	9'-6"	9'-6"	9'-6"	9'-6"	9'-6"
Combined Max Encroachment Distances	18'-3"	33'-9"	33'-9"	31'-9"	29'-1"	33'-9"	33'-9"	21'-5"
Setback Encroachments Square Footage								
Total Setback Area	8,969.4	8,969.4	8,969.4	8,969.4	8,969.4	8,969.4	8,969.4	8,969.4
Setback Area/Lot Area %	73.32%	73.32%	73.32%	73.32%	73.32%	73.32%	73.32%	73.32%
Existing Roof	635.5	635.5	635.5	635.5	635.5	635.5	635.5	635.5
Existing Deck beyond Roof	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6
Total Existing Encroachment	638.1	638.1	638.1	638.1	638.1	638.1	638.1	638.1
Existing Encroachment/Setback Area %	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%
Proposed Additional	323	323	344	362	325	325	325	85.5
Total Encroachment	961.1	961.1	982.1	1,000.1	963.1	963.1	963.1	723.6
New Encroachment/Setback Area %	10.72%	10.72%	10.95%	11.15%	10.74%	10.74%	10.74%	8.07%
Interior Square Foot Areas								
Existing Enclosed HVAC Area	1,846.0	1,846.0	1,846.0	1,846.0	1,846.0	1,846.0	1,846.0	1,846.0
Proposed Additional Enclosed HVAC Area	483.0	483.0	446.0	446.0	584.0	584.0	584.0	548.5
Total Enclosed HVAC Area	2,329.0	2,329.0	2,292.0	2,292.0	2,430.0	2,430.0	2,430.0	2,394.5



2 Hull Circle Existing Survey Zoning Analysis 2020.08.02

ZONING CALCULATIONS 2 Hull Circle	Existing	Layout 1	Layout 1	Layout 2	Layout 2	Layout 3	Layout 3	Layout 4
Square Feet	Carport A	Carport A	Carport B	Carport B+	Carport A	Carport A	Garage C	
Total Lot Area: 0.28 Acre	12,233.4	12,233.4	12,233.4	12,233.4	12,233.4	12,233.4	12,233.4	12,233.4
Allowable Buildable Area	3,264.0	3,264.0	3,264.0	3,264.0	3,264.0	3,264.0	3,264.0	3,264.0
Buildable Area-Lot Area %	22.68%	22.68%	22.68%	22.68%	22.68%	22.68%	22.68%	22.68%
Buildable Area-Lot Area if 1 acre Reg's	4,036.2	4,036.2	4,036.2	4,036.2	4,036.2	4,036.2	4,036.2	4,036.2
Buildable Area-Lot Area % if 1 acre Reg's	32.99%	32.99%	32.99%	32.99%	32.99%	32.99%	32.99%	32.99%
Impervious Cover								
Maximum Allowable (36%)	4,399.0	4,399.0	4,399.0	4,399.0	4,399.0	4,399.0	4,399.0	4,399.0
Existing Roof	3,265.5	3,265.5	3,265.5	3,265.5	3,265.5	3,265.5	3,265.5	3,265.5
Existing Deck (beyond roof)	38.4	38.4	38.4	38.4	38.4	38.4	38.4	38.4
Existing Front Steps (beyond roof)	54.8	54.8	54.8	54.8	54.8	54.8	54.8	54.8
Existing Driveway (beyond roof)	561.0	561.0	561.0	561.0	561.0	561.0	561.0	561.0
Existing Front Walkway (beyond roof)	77.0	67.0	67.0	67.0	67.0	67.0	67.0	67.0
Total Existing Impervious Cover	3,997.7	3,987.7	3,987.7	3,987.7	3,987.7	3,987.7	3,987.7	3,987.7
Proposed Roof Add'l SF		408	408	421	443.3	453.7	453.7	37.7
Proposed Existing Roof Removal SF					9.4	9.4		
Proposed Driveway SF		655	655	537.5	368	655	655	669
Proposed Driveway Add'l SF		94.0	94.0	(23.5)	(193.0)	94.0	94.0	108.0
Total Proposed Add'l Impervious Cover		502.0	502.0	397.5	250.3	538.3	538.3	145.7
Total Impervious Cover	7,995.4	4,489.7	4,489.7	4,385.2	4,238.0	4,526.0	4,526.0	4,133.4
Total as % of Allowable	181.8%	102.1%	102.1%	99.7%	96.3%	102.9%	102.9%	94.0%
Setback Encroachments Distances								
Max Encroachment distance Hull Circle Setback	1'-6"	17'-0"	17'-0"	9'-4"	12'-3"	17'-0"	17'-0"	4'-9"
Max Encroachment distance West Lake Dr. Setback	7'-3"	7'-3"	7'-3"	12'-11"	7'-4"	7'-3"	7'-3"	7'-5"
Max Encroachment distance Side Setback	9'-6"	9'-6"	9'-6"	9'-6"	9'-6"	9'-6"	9'-6"	9'-6"
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Total Setback Area	8,969.4	8,969.4	8,969.4	8,969.4	8,969.4	8,969.4	8,969.4	8,969.4
Setback Area/Lot Area %	73.32%	73.32%	73.32%	73.32%	73.32%	73.32%	73.32%	73.32%
Existing Roof	635.5	635.5	635.5	635.5	635.5	635.5	635.5	635.5
Existing Deck beyond Roof	2.6	2.6	2.6	2.6	2.6	2.6	2.6	2.6
Total Existing Encroachment	638.1	638.1	638.1	638.1	638.1	638.1	638.1	638.1
Existing Encroachment/Setback Area %	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%	7.11%
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New Encroachment/Setback Area %	10.72%	10.72%	10.95%	11.15%	10.74%	10.74%	10.74%	8.07%
Interior Square Foot Areas								
Existing Enclosed HVAC Area	1,846.0	1,846.0	1,846.0	1,846.0	1,846.0	1,846.0	1,846.0	1,846.0
Proposed Additional Enclosed HVAC Area	483.0	483.0	446.0	446.0	584.0	584.0	584.0	548.5
Total Enclosed HVAC Area	2,329.0	2,329.0	2,292.0	2,292.0	2,430.0	2,430.0	2,430.0	2,394.5



2 Hull Circle Existing Survey Zoning Analysis 2020.08.02

APPLICATION COVER SHEET

Property Address: 2 Hull Circle Drive

Applicant Name: Katherine and Michael Alexander

Designated Agent (if any, Power of Attorney Required): _____

Applicant Phone Number: 512 571 8439 Email Address: michael@arstingplantsupply.com

Date Application was Submitted: _____

Variance(s) Requested: ① BUILD BEYOND SETBACK - CARPORT ② BUILD BEYOND SETBACK - ADDITION

③ EXCAVATE MORE THAN 18" IN SETBACK (DRIVEWAY)
④ BUILD DRIVEWAY LESS THAN 12' IN WIDTH

Applicant completes above section; City Staff completes the section below:

Variance File Number: _____ [A sequential identifier based on application date and noted in a Variance Application Log maintained by staff. Examples: 20110903A, 20110903B, 20111021A, etc.]

Application Fees Due: \$ _____ ☐ Fees Received on _____ by _____

DRAFT APPLICATION PACKET MATERIALS

Draft Application Packet Received on _____ by _____

☐ Letter to ZAPCO Chairperson ☐ Variance Approval Criteria Answers

☐ Site Plan Coversheet ☐ Site Plan Drawings

☐ Elevation Views and Floor Plans (new structures only)

☐ Septic Assessment (new structures only)

☐ Additional Support Materials (if any): _____

☐ Power of Attorney (if any) – Designated Representative: _____

Staff Analysis completed on _____ by _____

Staff Analysis sent to Applicant on _____ by _____

FINAL APPLICATION PACKET

Final Application Packet Reviewed and Approved on _____ by _____

Notice to Proceed Letter sent to Applicant on _____ by _____

• Notification Letter must be postmarked by _____ ☐ Confirmed by _____

• Sign must be posted by _____ ☐ Confirmed by _____

15 Copies of Final Packet received on _____ ☐ Confirmed by _____

ZAPCO

Scheduled for ZAPCO Hearing on: _____

ZAPCO Action Letter sent on _____ by _____

ZAPCO Recommendation: _____

Conditions/Comments (if any): _____

Modified application and materials (if any) received on _____ by _____

BOA/CITY COUNCIL

Scheduled for BOA/Council Hearing on: _____

BOA/Council Action: _____

Conditions/Comments (if any): _____

BOA/Council Action Letter sent on _____ by _____

FOLLOW-UP

Follow-up dates (vegetative screening installed, survival verification, etc.): _____

• Notifications added to Incode on _____ by _____

Postponement History (if any): _____

Notes: _____

LETTER TO ZAPCO CHAIRPERSON

DATE: June 4, 2020

Chairman Robert Meisel

Westlake Hills Zoning and Planning Commission

911 Westlake Drive

West Lake Hills, Texas 78746

Dear Mr. Chairman,

We are requesting a total of four variances in order to solve a major parking issue as well as provide additional square footage for my growing family. The first two variance requests are associated with the construction of a new curb cut and driveway – the first being a request to excavate more than 18” in the setback (for curb cut and drive) and the second is a request to have a section of our driveway to be less than 12’ in width. The driveway is designed at 8’ wide at one point in order to avoid the 50% critical root zone of two heritage live oak trees. We chose this variance instead of a tree variance request. The 3rd and 4th variance request would be permission to build an addition and carport beyond the current building setback lines. My family and I have been living at 2 Hull Circle since 2016 and we love this street. We chose Westlake because of the natural beauty, wildlife, and privacy which is noted in the goals of the City’s Comprehensive Plan. If the variance request is approved, we believe that this project will enhance the health of the current flora, specifically the heritage live oaks on the property, increase our neighbor’s enjoyment of their own property, and bring our dated home closer in line with the code of Ordinances and the City’s Comprehensive Plan.

In addition to holding a degree in Forestry, my wife and I own and operate Austin Plant Supply which specializes in supplying native plants and trees to Austin and the Hill Country. I say this because I believe it is important for you to understand that our intentions to preserve the natural flora are genuine. The purpose of this project is to solve two problems: 1. We need more square footage for our growing family and 2. We have a dated and very unsightly driveway and a very small garage that will only fit one vehicle. The existing driveway is very steep and was poured over the rootzones of two heritage live oak trees. Since the garage can only fit one vehicle and the driveway is very steep, we have adopted the practice of the previous homeowners: We are parking our 2nd vehicle on an unpaved section of area adjacent to the driveway. All of this is very unsightly, **highly visible**, and embarrassing at times. Our home is the first home the public sees as you turn onto Hull Circle off of Westlake Drive. We feel an obligation to have it look much nicer than its current state.

Additionally, the steep driveway has drainage issues. During heavy rainfall events, large amounts of running water rush down the driveway slope, across the curb and street, and flow into my neighbor Raul Gonzales’ property carrying mud, rock, gravel and debris with it. I find myself apologizing to Raul after every rain. I’ve tried putting in retaining rocks and a drainage system to slow the water but all has failed. (see photos). I believe all of the above would be solved by my proposed plan.

Our site plan proposes a new curb cut (which would replace the existing), a new driveway that is much more level and barely visible from the street, an open air carport in which the entrance does not face the street, and an installation of a heavily screened vegetative buffer over the existing driveway area close to the street. We chose an open air carport as opposed to a garage because we believe that an enclosed structure is not only much more visible but would also block the views of the natural landscape from all angles. Because we are requesting a variance to build closer to the street, we think it is very important and in everyone’s best interest for the structure to be nondescript. The new driveway was designed to avoid the 50% critical root zone of two heritage live oak trees and also involves a decompaction treatment and landscape installation on other areas of current impervious coverage. The new landscaping will benefit the two heritage live oak trees greatly. Our neighbor Troy Lewis at #3 Hull Circle agreed with this sentiment when I first approached him about the proposed site plan. Finally, if the parking situation is resolved with the new driveway and carport, we can convert the existing garage and make a small addition so that my family can have more usable space. All of the new construction would include heavy plantings of dense native vegetation to provide more privacy and become more in line with code of Ordinances.

Sincerely, Michael and Katherine Alexander (2 Hull Circle Drive)

1. **Describe in detail any special conditions you believe will result in unnecessary hardship to you if the terms of this ordinance are strictly or literally enforced.** If the current ordinance is literally enforced then our home would not fall in line with the City's Comprehensive Plan and we would be unable to add additional square footage to our home. In order to stay in the neighborhood, we need to add additional square footage for our growing family. Our home is situated on a corner lot and is sandwiched between Westlake Drive and Hull Circle. Consequently, the shape of our property is unusual and is bound by two "front-yard" setbacks of 30 feet therefore our buildable area seems to be limited compared to other properties. It is my understanding that most homes in the City have a front yard setback of 30' and a backyard setback of 10' which seems to limit our building area compared to other residences in Westlake. It is apparent that converting the current garage and adding a carport is the only method of gaining square footage which not only bring certain items up to code but will result in a property that coincides with the City's Comprehensive Plan.

Our property does have another curb cut on Westlake Drive however it is currently unusable and very unsafe given its limited line of site to the oncoming traffic.

The current driveway is very steep which causes rainfall to wash across Hull Circle and onto my neighbor's driveway – which is a violation of 22.03.175. The dated garage is a one car garage with some storage – it will not fit a 2nd vehicle. Our 2nd vehicle is forced to park outside of the garage. Therefore, we have adopted the previous owner's practice which is to park in the unpaved area to the left of the driveway – another violation of code 22.03.175. The whole parking situation is unsightly and embarrassing. Our home is the first house that is seen on Hull Circle – we feel this must be addressed.

2. **Why do you think the natural terrain and existing flora will not be unreasonably disrupted or destroyed in the variance you are requesting is granted?** The current flora will benefit from the proposed project. The demolition of the current driveway will remove a significant amount of impervious coverage over the 25% and 50% critical root zones of the two Heritage live oaks that are located immediately to the left and right of the existing driveway. The location of the trees and their root zones dictated our proposed design and driveway configuration. The majority of the proposed construction would occur on top of current impervious coverage. We have proposed a driveway that has one small section where it is only 8' wide so that it can "squeeze" through the critical root zone of the two heritage live oaks. The only other option would be a driveway that requires us to request two tree variances and pour a driveway on top of the root zones. The driveway will require 2-3' of excavation for the new curbcut to be installed, therefore we chose an area that was the furthest possible from the rootzone of the heritage live oaks. The small addition to the garage will lie on top of an existing limestone shelf where no root zone of any tree is present. There is one section of the proposed carport that would lie on top of the root zone of a heritage tree but we have proposed a cantilevered "floating" driveway in this area in order to avoid pouring pavement on the existing pervious coverage over the rootzone.

3. **What other reasonable alternatives have you considered? Why won't these other options alleviate the difficulty or hardship you think exists?**

We considered building a 2nd story which would add the needed square footage but would not address the unsightly garage and parking issue. Additionally, my parents visit often for business and my father is handicapped and cannot walk up stairs so would prefer any additional bedroom be on the 1st floor.

We considered building on the only viable area within the setback but it is a long, skinny rectangular area directly in front of our home's front door and would require significant construction on the root zone of the heritage live oak tree in our front yard – another reason why we are proposing construction on top of current impervious coverage.

We considered buying a smaller car so that two vehicles could squeeze into the garage but our garage will not fit two vehicles no matter what size they are.

We considered requesting another variance to pour a new curb cut driveway closer than 35' to Westlake drive but believe that the proposed location is the safest and least disturbing to the critical root zones of the trees.

We tried to incorporate our 2nd curb cut on Westlake drive into the layout but quickly realized the danger posed from Westlake drive and its poor line of sight.

4. **Why do you believe the variance you are requesting is the minimum required to alleviate the difficulty or hardship you think exists?**

Ideally, we would ask for more square footage, but have only proposed the minimum amount that could help our family be more comfortable while respecting the code of Ordinances. Our proposed carport fits two vehicles snugly and includes a modest storage closet. The size of our driveway and curbcut is the minimum that City code allows.

5. **Why do you believe your variance does not violate the intent of the zoning Ordinance or the goals of the City's Comprehensive Plan?** We appreciate the discernment of the City of Westlake zoning Ordinance – especially when it comes to preserving the natural beauty. We have been contemplating this for over 4 years with several different architects. We believe the proposed plan doesn't violate any intent of the zoning Ordinance or City Plan. In fact, we believe the our plan embraces the code and brings our property closer in line with the City's Comprehensive Plan.

6. **Why do you believe your variance will not adversely affect the neighboring properties or interfere with the enjoyment of these properties by their owners?**

Our home is on a corner lot and our only adjacent neighbor is on the east side of our property and the proposed construction is on the west side of our property. The adjacent neighbor is currently in the process of tearing down the existing home and building a massive house on the lot so it will be unoccupied for at least 2 years.

Raul Gonzales is our neighbor across the street in #1 Hull Circle. He is an architect and a former member of the Zoning and Planning Committee. He has collaborated with me extensively and made several contributions to the design.

The only other neighbors in close proximity are Troy and Lydia Lewis at #3 Hull Circle. I have spoken with Troy and shared the site plan with them and they have no objections per the attached email.

APPLICATION COVER SHEET

Property Address: 2 HULL CIRCLE
Applicant Name: Michael Alexander
Designated Agent (if any, Power of Attorney Required): _____
Applicant Phone Number: 512-571-8439 Email Address: michael@austinsplantsupply.com
Date Application was Submitted: 6/5/20
Variance(s) Requested:

- ① BUILDING BEYOND SETBACK FOR NEW CARPORT AND ADDITION
② EXCAVATE GREATER THAN 18" TV SETBACK FOR NEW CURB CUT.

Applicant completes above section; City Staff completes the section below:

Variance File Number: _____ [A sequential identifier based on application date and noted in a Variance Application Log maintained by staff. Examples: 20110903A, 20110903B, 20111021A, etc.]

Application Fees Due: \$ _____ ☐ Fees Received on _____ by _____

DRAFT APPLICATION PACKET MATERIALS

Draft Application Packet Received on _____ by _____
☐ Letter to ZAPCO Chairperson ☐ Variance Approval Criteria Answers
☐ Site Plan Coversheet ☐ Site Plan Drawings
☐ Elevation Views and Floor Plans (new structures only)
☐ Septic Assessment (new structures only)
☐ Additional Support Materials (if any): _____
☐ Power of Attorney (if any) – Designated Representative: _____
Staff Analysis completed on _____ by _____
Staff Analysis sent to Applicant on _____ by _____

FINAL APPLICATION PACKET

Final Application Packet Reviewed and Approved on _____ by _____
Notice to Proceed Letter sent to Applicant on _____ by _____
• Notification Letter must be postmarked by _____ ☐ Confirmed by _____
• Sign must be posted by _____ ☐ Confirmed by _____
15 Copies of Final Packet received on _____ ☐ Confirmed by _____

ZAPCO

Scheduled for ZAPCO Hearing on: _____
ZAPCO Action Letter sent on _____ by _____
ZAPCO Recommendation: _____
Conditions/Comments (if any): _____
Modified application and materials (if any) received on _____ by _____

BOA/CITY COUNCIL

Scheduled for BOA/Council Hearing on: _____
BOA/Council Action: _____
Conditions/Comments (if any): _____
BOA/Council Action Letter sent on _____ by _____

FOLLOW-UP

Follow-up dates (vegetative screening installed, survival verification, etc.): _____
• Notifications added to Incode on _____ by _____

Postponement History (if any): _____
Notes: _____

LETTER TO ZAPCO CHAIRPERSON

DATE: June 4, 2020

Chairman Robert Meisel

Westlake Hills Zoning and Planning Commission

911 Westlake Drive

West Lake Hills, Texas 78746

Dear Mr. Chairman,

We are requesting two variances in order to solve a major parking issue as well as provide additional square footage for my growing family. The first variance would be to excavate an area greater than 18" below natural grade in order to install a new curb cut that would replace our existing curb cut. The 2nd variance request would be permission to build beyond the current building setback lines. My family and I have been living at 2 Hull Circle since 2016 and we love this street. We chose Westlake because of the natural beauty, wildlife, and privacy which is noted in the goals of the City's Comprehensive Plan. If the variance request is approved, we believe that this project will enhance the health of the current flora, specifically the heritage live oaks on the property, increase our neighbor's enjoyment of their own property, and bring our dated home closer in line with the code of Ordinances and the City's Comprehensive Plan.

In addition to holding a degree in Forestry, my wife and I own and operate Austin Plant Supply which specializes in supplying native plants and trees to Austin and the Hill Country. I say this because I believe it is important for you to understand that our intentions to preserve the natural flora are genuine. The purpose of this project is to solve two problems: 1. We need more square footage for our growing family and 2. We have a dated and very unsightly driveway and a small garage situation that violates current code. Our garage faces the street (code violation 22.03.175) and only fits one of our vehicles. The existing driveway is very steep and was poured over the rootzones of two heritage live oak trees. Since the garage can only fit one of our vehicles and the driveway is very steep, we have adopted the practice of the previous homeowners: We are parking our 2nd vehicle on an unpaved section of area adjacent to the driveway. All of this is very unsightly, **highly visible**, and embarrassing at times. Our home is the first home the public sees as you turn onto Hull Circle off of Westlake Drive. We feel an obligation to have it look much nicer than its current state.

Additionally, the steep driveway has drainage issues. During heavy rainfall events, large amounts of running water rush down the driveway slope, across the curb and street, and flow into my neighbor Raul Gonzales' property carrying mud, rock, gravel and debris with it. I find myself apologizing to Raul after every rain. I've tried putting in retaining rocks and a drainage system to slow the water but all has failed. (see photos). I believe all of the above would be solved by my proposed plan.

Our site plan proposes a new curb cut (which would replace the existing), a new driveway that is much more level and barely visible from the street, an open air carport in which the entrance does not face the street, and an installation of a heavily screened vegetative buffer over the existing driveway area close to the street. We chose an open air carport as opposed to a garage because we believe that an enclosed structure is not only much more visible but would also block the views of the natural landscape from all angles. Because we are requesting a variance to build closer to the street, we think it's very important and in everyone's best interest for the structure to be nondescript. The new driveway was designed to avoid the 50% critical root zone of two heritage live oak trees and also involves a decompaction treatment and landscape installation on other areas of current impervious coverage. The new landscaping will benefit the two heritage live oak trees greatly. Our neighbor Troy Lewis at #3 Hull Circle agreed with this sentiment when I first approached him about the proposed site plan. Finally, if the parking situation is resolved with the new driveway and carport, we can convert the existing garage and make a small addition so that my family can have more usable space. All of the new construction would include heavy plantings of dense native vegetation to provide more privacy and become more in line with code of Ordinances.

Sincerely,

Michael and Katherine Alexander (2 Hull Circle Drive)

1. **Describe in detail any special conditions you believe will result in unnecessary hardship to you if the terms of this ordinance are strictly or literally enforced.** If the current ordinance is literally enforced then our home would not fall in line with the City's Comprehensive Plan and we would be unable to add additional square footage to our home. In order to stay in the neighborhood, we need to add additional square footage for our growing family. Our home is situated on a corner lot and is sandwiched between Westlake Drive and Hull Circle. Consequently, our home is bound by two "front-yard" setbacks of 30 feet. It is my understanding that most homes in the City have a front yard setback of 30' and a backyard setback of 10' which seems to limit our building area compared to other residences in Westlake. It is apparent that converting the current garage and adding a carport is the only method of gaining square footage which not only bring certain items up to code but will result in a property that coincides with the City's Comprehensive Plan.

Our property does have another curb cut on Westlake Drive however it is currently unusable and very unsafe given its limited line of site to the oncoming traffic.

The current driveway and garage violate code in 22.03.175 in that the garage entrance faces the street. Additionally, the steep slope gradient causes rainfall to wash across Hull Circle and onto my neighbor's driveway – another violation of 22.03.175. The dated garage is small and only allows space for 1 of our vehicles. Our 2nd vehicle is forced to park outside of the garage. Therefore, we have adopted the previous owner's practice which is to park in the unpaved area to the left of the driveway – another violation of code 22.03.175. The whole parking situation is unsightly and embarrassing. Our home is the first house that is seen on Hull Circle – we feel this must be addressed.

2. **Why do you think the natural terrain and existing flora will not be unreasonably disrupted or destroyed in the variance you are requesting is granted?** The current flora will benefit from the proposed project. The demolition of the current driveway will remove a significant amount of impervious coverage over the root zones of the two Heritage live oaks that are located immediately to the left and right of the existing driveway. The location of the trees and their root zones dictated our proposed design and driveway configuration. The majority of the proposed construction would occur on top of current impervious coverage. The proposed driveway was configured to have the least amount of impact on the critical root zones of the heritage trees. There will require 2-3' of excavation for the new curbcut to be installed, therefore we chose an area that was the furthest possible from the rootzone of the heritage live oaks although one 10" cedar tree is closeby. I believe it could be considered a threat anyway as it is leaning over the street rather sharply. The small addition to the garage will lie on top of an existing limestone shelf where no root zone of any tree is present. There is one section of the proposed carport that would lie on top of the root zone of a heritage tree but we have proposed a cantilevered "floating" driveway in this area in order to avoid pouring pavement on the existing pervious coverage over the rootzone.
3. **What other reasonable alternatives have you considered? Why won't these other options alleviate the difficulty or hardship you think exists?**

We considered building a 2nd story which would add the needed square footage but would not address the unsightly garage and parking issue. Additionally, my parents visit often for business and my father is handicapped and cannot walk up stairs so would prefer any additional bedroom be on the 1st floor.

We considered building on the only viable area within the setback but it is a long, skinny rectangular area directly in front of our home's front door and would require significant construction on the root zone of the heritage live oak tree in our front yard – another reason why we are proposing construction on top of current impervious coverage.

We considered buying a smaller car so that two vehicles could squeeze into the garage but my company vehicle is a standard size pickup truck used as a delivery vehicle for our business.

We considered requesting another variance to pour a new curb cut driveway closer than 35' to Westlake drive but believe that the proposed location is the safest and least disturbing to the critical root zones of the trees.

We tried to incorporate our 2nd curb cut on Westlake drive into the layout but quickly realized the danger posed from Westlake drive and its poor line of sight.

4. **Why do you believe the variance you are requesting is the minimum required to alleviate the difficulty or hardship you think exists?**

Ideally, we would ask for more square footage, but have only proposed the minimum amount that could help our family be more comfortable while respecting the code of Ordinances. Our proposed carport fits two vehicles snugly and includes a modest storage closet. The size of our driveway and curbcut is the minimum that City code allows.

5. **Why do you believe your variance does not violate the intent of the zoning Ordinance or the goals of the City's Comprehensive Plan?** We appreciate the discernment of the City of Westlake zoning Ordinance – especially when it comes to preserving the natural beauty. We have been contemplating this for over 4 years with several different architects. We believe the proposed plan doesn't violate any intent of the zoning Ordinance or City Plan. In fact, we believe the our plan embraces the code and brings our property closer in line with the City's Comprehensive Plan.

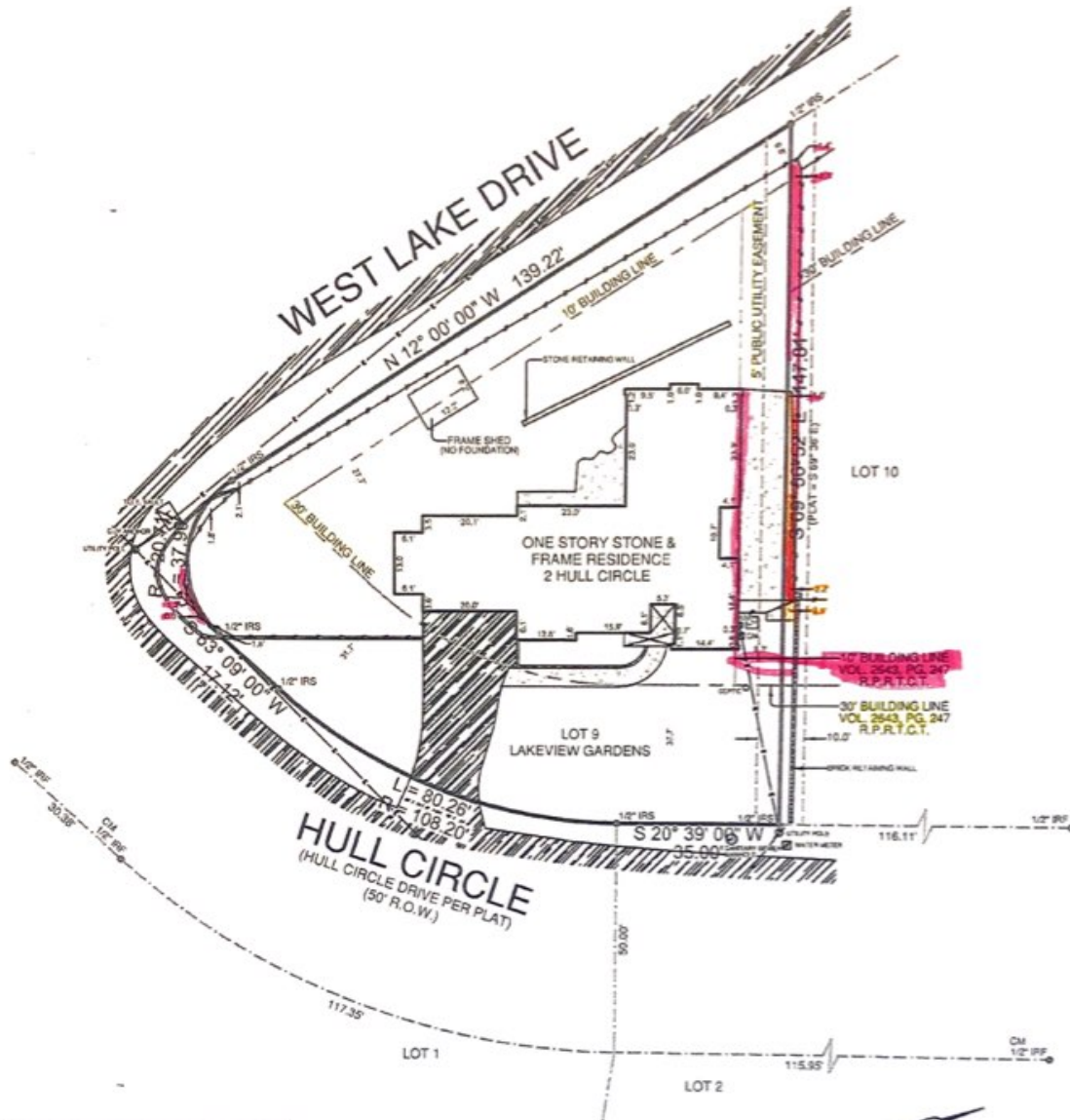
6. **Why do you believe your variance will not adversely affect the neighboring properties or interfere with the enjoyment of these properties by their owners?**

Our home is on a corner lot and our only adjacent neighbor is on the east side of our property and the proposed construction is on the west side of our property. The adjacent neighbor is currently in the process of tearing down the existing home and building a massive house on the lot so it will be unoccupied for at least 2 years.

Raul Gonzales is our neighbor across the street in #1 Hull Circle. He is an architect and a former member of the Zoning and Planning Committee. He has collaborated with me extensively and made several contributions to the design.

The only other neighbors in close proximity are Troy and Lydia Lewis at #3 Hull Circle. I have spoken with Troy and shared the site plan with them and they have no objections per the attached email.

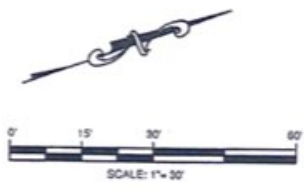
Approved 11/8/16 JLB



LEGEND:

— WIRE FENCE	ASPHALT
— CHAINLINK FENCE	CONCRETE
— WROUGHT IRON FENCE	GRAVEL
— WOOD FENCE	TILE
— VINYL FENCE	WOOD
— ELECTRIC LINE	BRICK
GM - GAS METER	STONE
EM - ELECTRIC METER	
UPF - IRON PIPE FOUND	
IRF - IRON ROD FOUND	
IRB - IRON ROD SET	
CM - CONTROLLING MONUMENT	(WOOD) RAILROAD TIE

NOTES:
 THE PROPERTY IS NOT AFFECTED BY THE FOLLOWING:
 (100) EASEMENT, VOL. 859, PG. 558, R.P.R.T.C.T.
 (100) EASEMENT, VOL. 859, PG. 558, R.P.R.T.C.T.
 (100) EASEMENT, VOL. 859, PG. 561, R.P.R.T.C.T.
 (100) EASEMENT, VOL. 859, PG. 561, R.P.R.T.C.T.
 THE HOUSE IS NOT BEYOND THE 10' BUILDING LINE AS SHOWN ABOVE.
 BUILDING LINES AND EASEMENTS ARE BASED ON THE RECORDED PLAT UNLESS OTHERWISE NOTED.



LEGAL DESCRIPTION:
 BEING LOT 9, LAKEVIEW GARDENS, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 17, PAGE 97, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

SURVEYOR'S CERTIFICATION:
 THIS IS TO CERTIFY THAT ON THIS DATE A SURVEY WAS MADE ON THE GROUND, UNDER MY SUPERVISION AND REFLECTS A TRUE AND CORRECT REPRESENTATION OF THE DIMENSIONS AND CALLS OF PROPERTY LINES AND LOCATION AND TYPE OF IMPROVEMENTS. THERE ARE NO VISIBLE AND APPARENT EASEMENTS, CONFLICTS, INTRUSIONS OR PROTRUSIONS, EXCEPT AS SHOWN. THIS SURVEY IS NOT TO BE USED FOR CONSTRUCTION PURPOSES AND IS FOR THE EXCLUSIVE USE OF THE HEREON NAMED PURCHASER, MORTGAGE COMPANY, AND TITLE COMPANY ONLY AND THIS SURVEY IS MADE PURSUANT TO THAT CERTAIN TITLE COMMITMENT UNDER THE GF NUMBER SHOWN HEREON. PROVIDED BY THE TITLE COMPANY NAMED HEREON AND THAT THIS DATE, THE EASEMENTS, RIGHTS-OF-WAY, OR OTHER LOCATABLE MATTERS OF RECORD THAT THE UNDERSIGNED HAS KNOWLEDGE OR HAS BEEN ADVISED ARE AS SHOWN OR NOTED HEREON. THIS SURVEY IS SUBJECT TO ANY AND ALL COVENANTS AND RESTRICTIONS PERTAINING TO THE RECORDED PLAT REFERENCED HEREON.

GF. NO.	158335UP
BORROWER	
TECH	CMH
FIELD	TM

FLOOD INFORMATION:
 THE SUBJECT PROPERTY DOES NOT APPEAR TO LIE WITHIN THE LIMITS OF A 100-YEAR FLOOD HAZARD ZONE ACCORDING TO THE MAP PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, AND HAS A ZONE "X" RATING AS SHOWN BY MAP NO. 48453C0445 J, DATED JANUARY 6, 2016.

DATE: 01/13/2016 JOB NO.: 16-00110
 FIELD: 01/12/2016

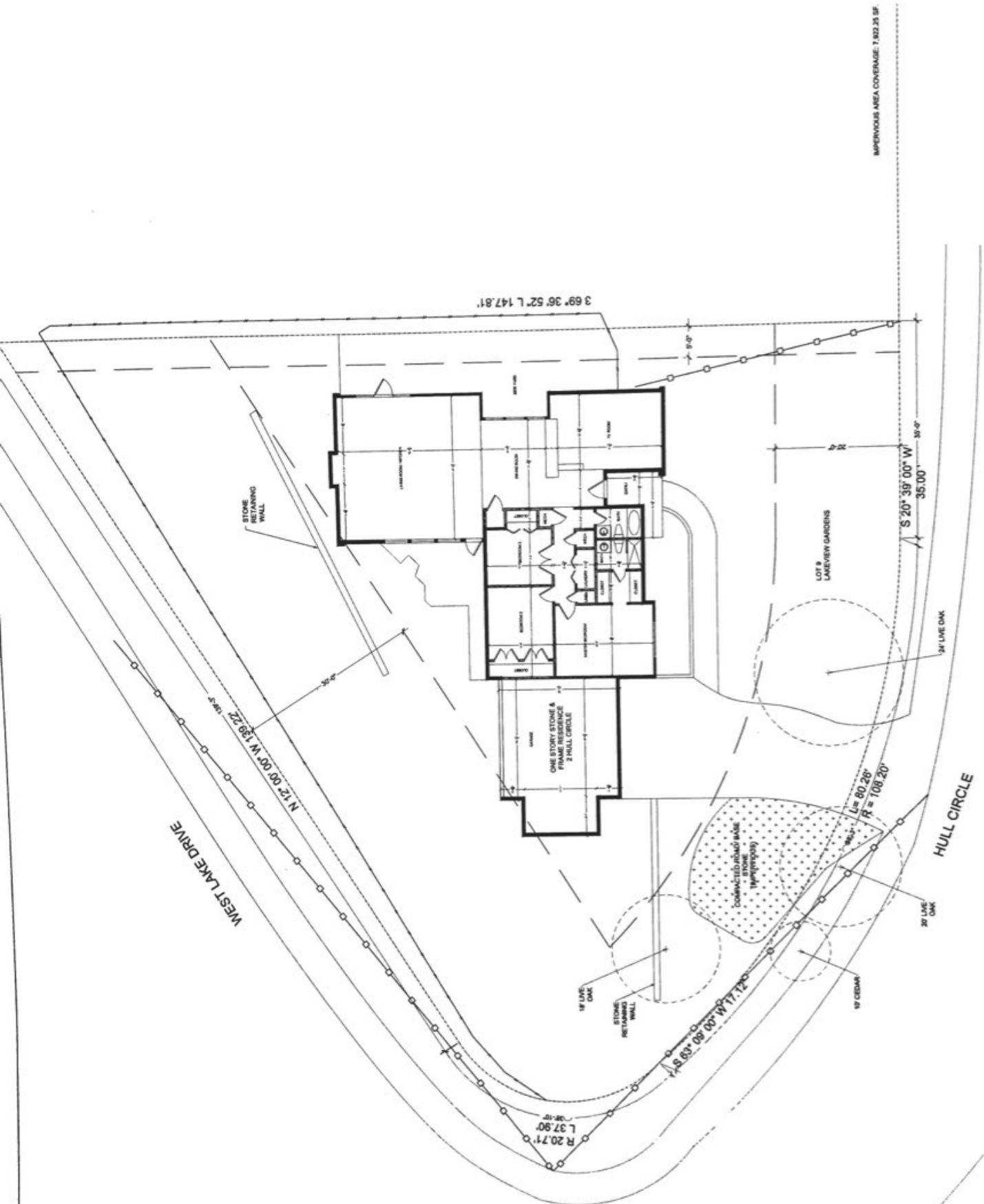
2 HULL CIRCLE, WEST LAKE HILLS, TX 78746
 LOT 9, LAKEVIEW GARDENS



DATE: _____
 ACCEPTED BY: _____

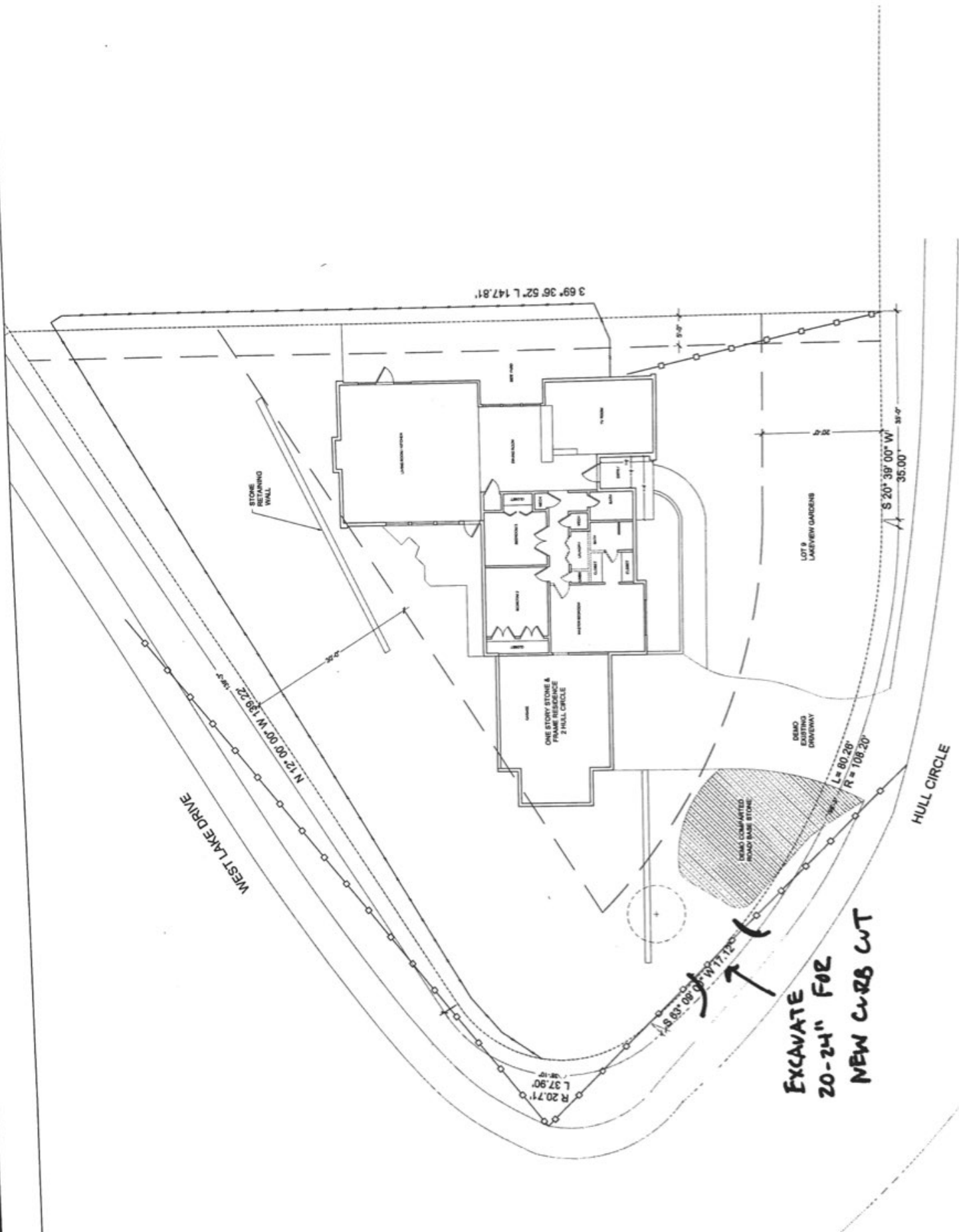


Premier Surveying
 5700 W. Plano Parkway Suite 2700
 Plano, Texas 75093
 Office: 972-612-3601
 Fax: 972-664-7021

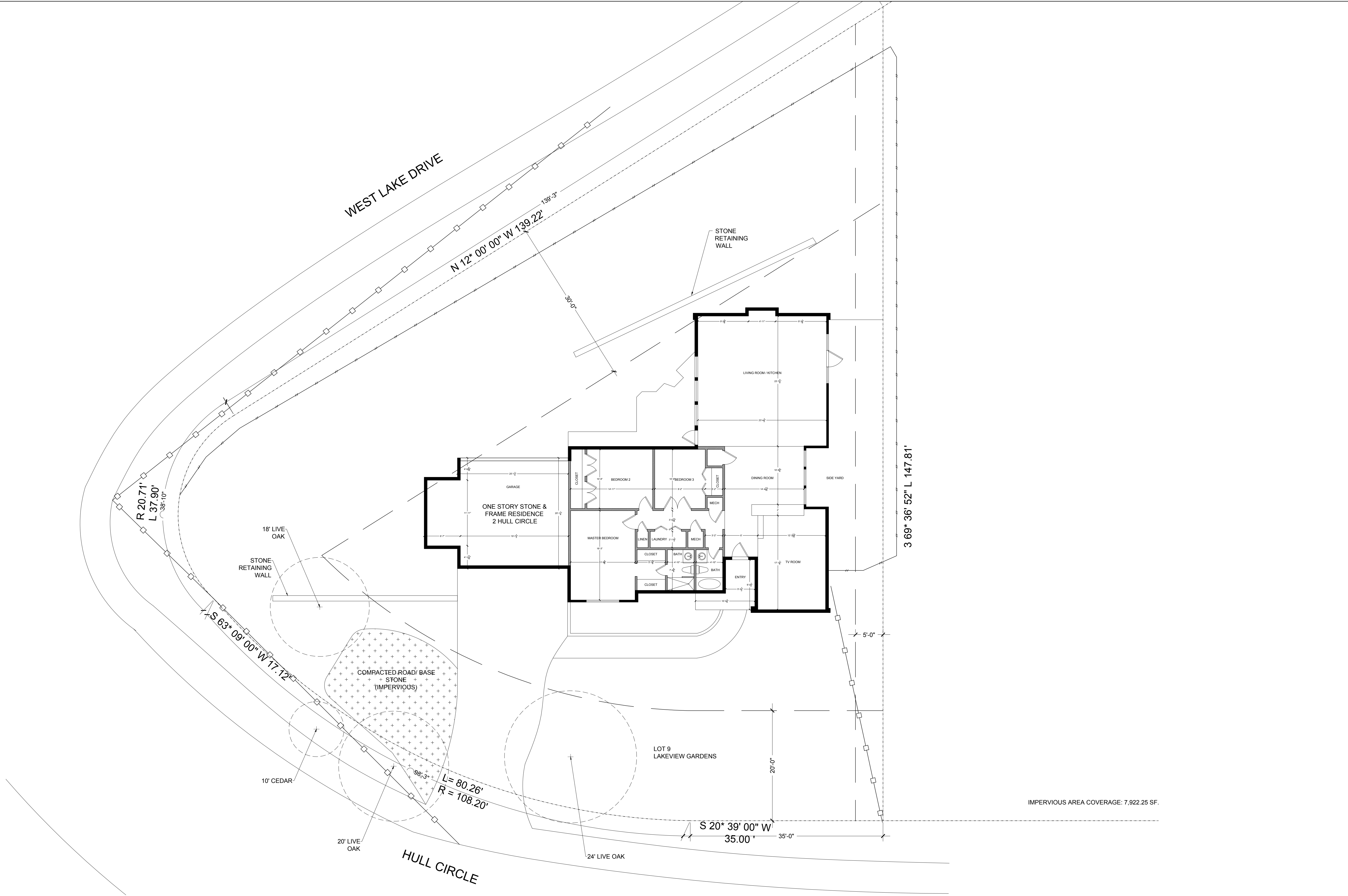


1 EXISTING SURVEY

FULL SCALE: 1/8" = 1'-0"
 HALF SCALE: 1/16" = 1'-0"



FULL SCALE: 1/8" = 1'-0"
HALF SCALE: 1/16" = 1'-0"



1 EXISTING SURVEY

FULL SCALE: 1/8" = 1'-0"
HALF SCALE: 1/16" = 1'-0"

M ALEXANDER RESIDENCE
2 HULL CIRCLE
WESTLAKE HILLS, TEXAS 78746

DESIGNED: BD
DRAWN: IG
REVIEWED: BD

SUBMITTAL:

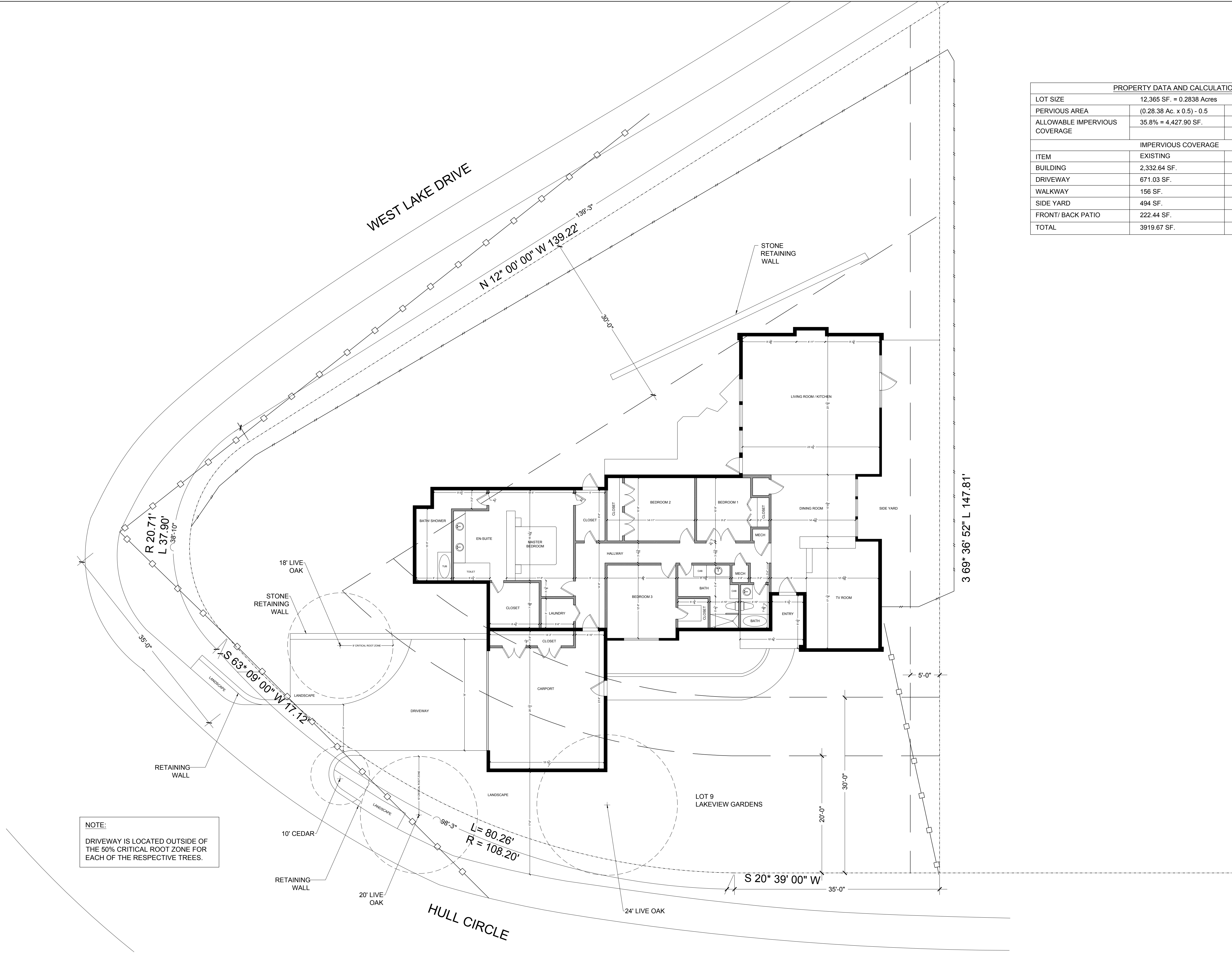
DESCRIPTION	DATE

DATE: 06/01/2020

DRAWING TITLE:
EXISTING SURVEY

SHEET:

A1.01



PROPERTY DATA AND CALCULATIONS		
LOT SIZE	12,365 SF. = 0.2838 Acres	
PERVIOUS AREA	(0.28 38 Ac. x 0.5) - 0.5	0.3581 Ac. = 35.8%
ALLOWABLE IMPERVIOUS COVERAGE	35.8% = 4,427.90 SF.	
	IMPERVIOUS COVERAGE	
ITEM	EXISTING	PROPOSED
BUILDING	2,332.64 SF.	3,033.35 SF.
DRIVEWAY	671.03 SF.	399.83 SF.
WALKWAY	156 SF.	148.34 SF.
SIDE YARD	494 SF.	494 SF.
FRONT/ BACK PATIO	222.44 SF.	222.44 SF.
TOTAL	3919.67 SF.	4297.96 SF.

M ALEXANDER RESIDENCE
2 HULL CIRCLE
WESTLAKE HILLS, TEXAS 78746

DESIGNED: BD
DRAWN: IG
REVIEWED: BD

SUBMITTAL:	
DESCRIPTION	DATE

DATE: 06/01/2020

DRAWING TITLE:
NEW SITE PLAN

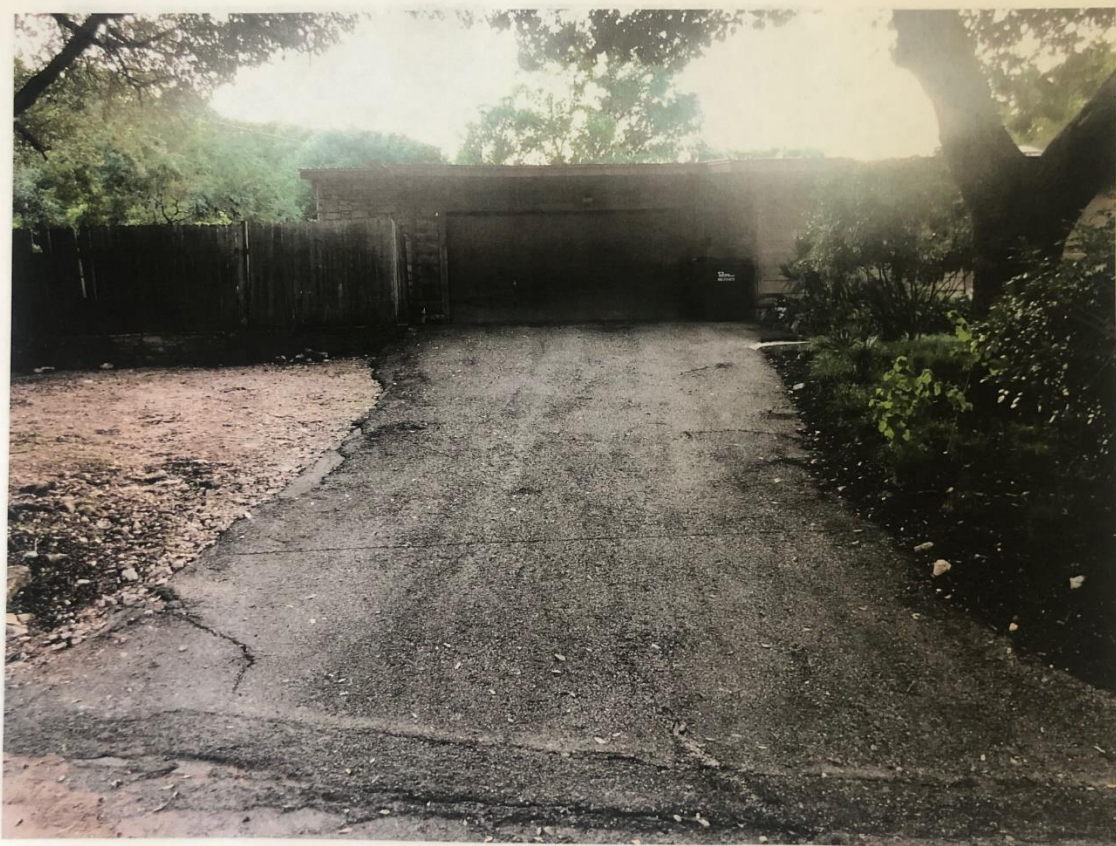
SHEET:

A2.01

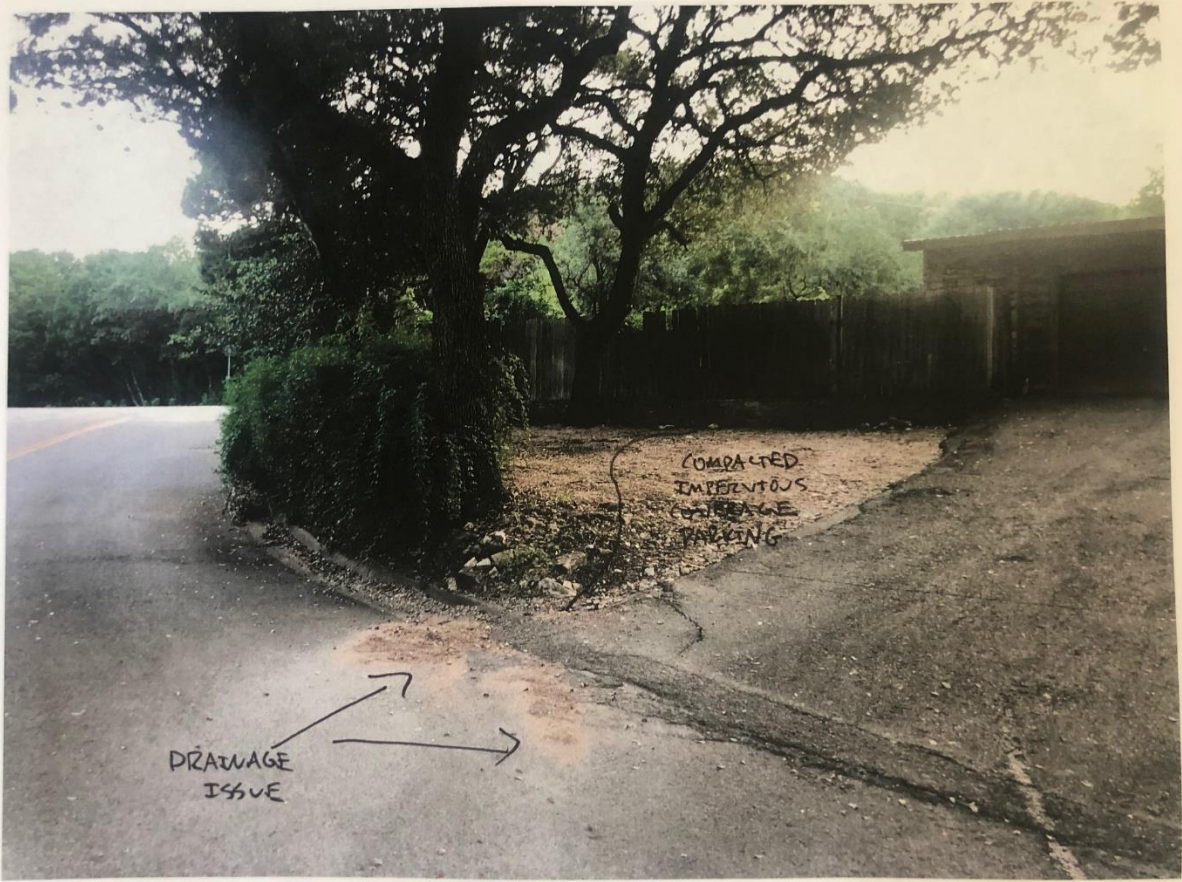
1 NEW SITE FLOOR PLAN
FULL SCALE: 1/8" = 1'-0"
HALF SCALE: 1/16" = 1'-0"

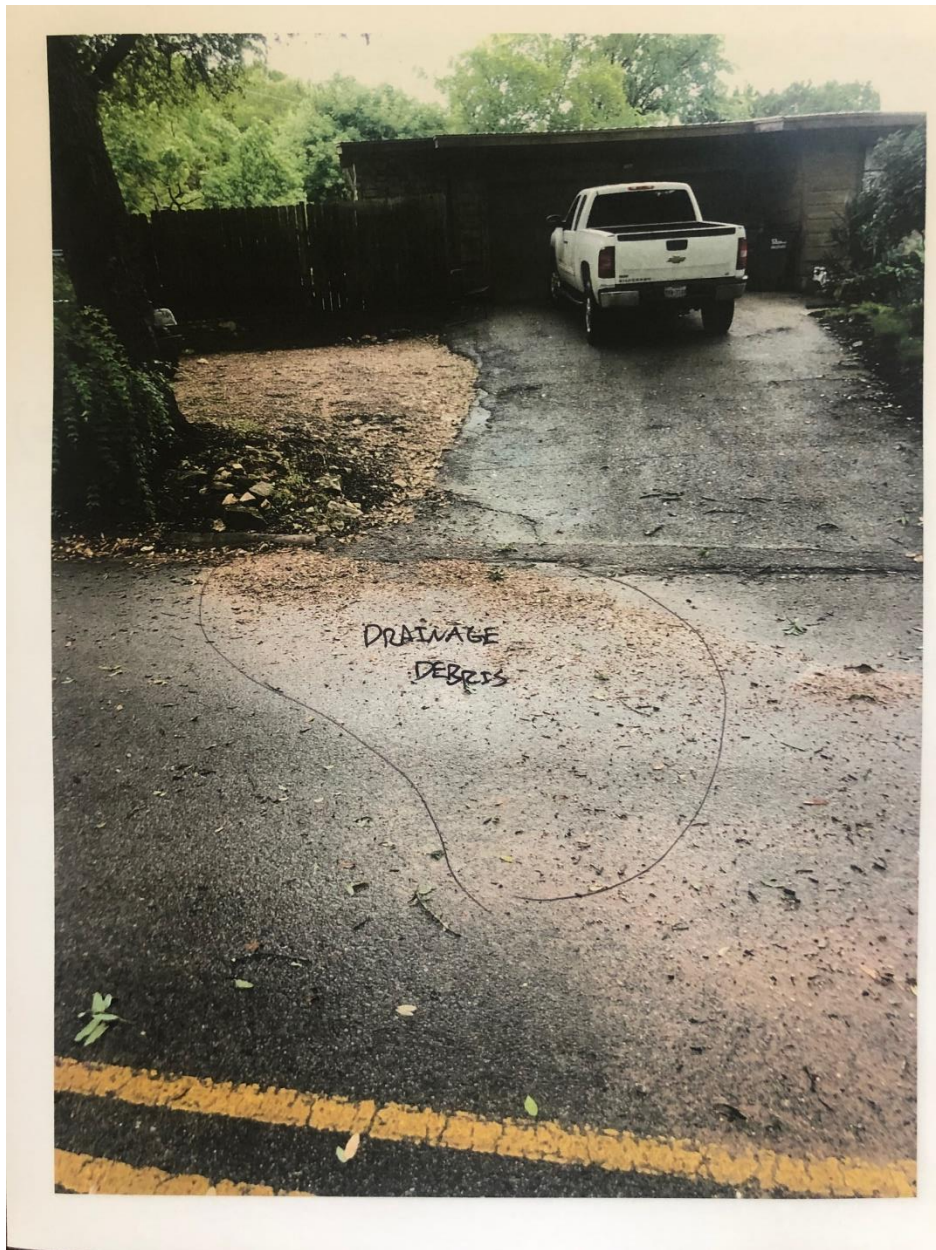
NOTE. DRIVEWAY IS LOCATED OUTSIDE OF THE 50% CRITICAL ROOT ZONE FOR EACH OF THE RESPECTIVE TREES.



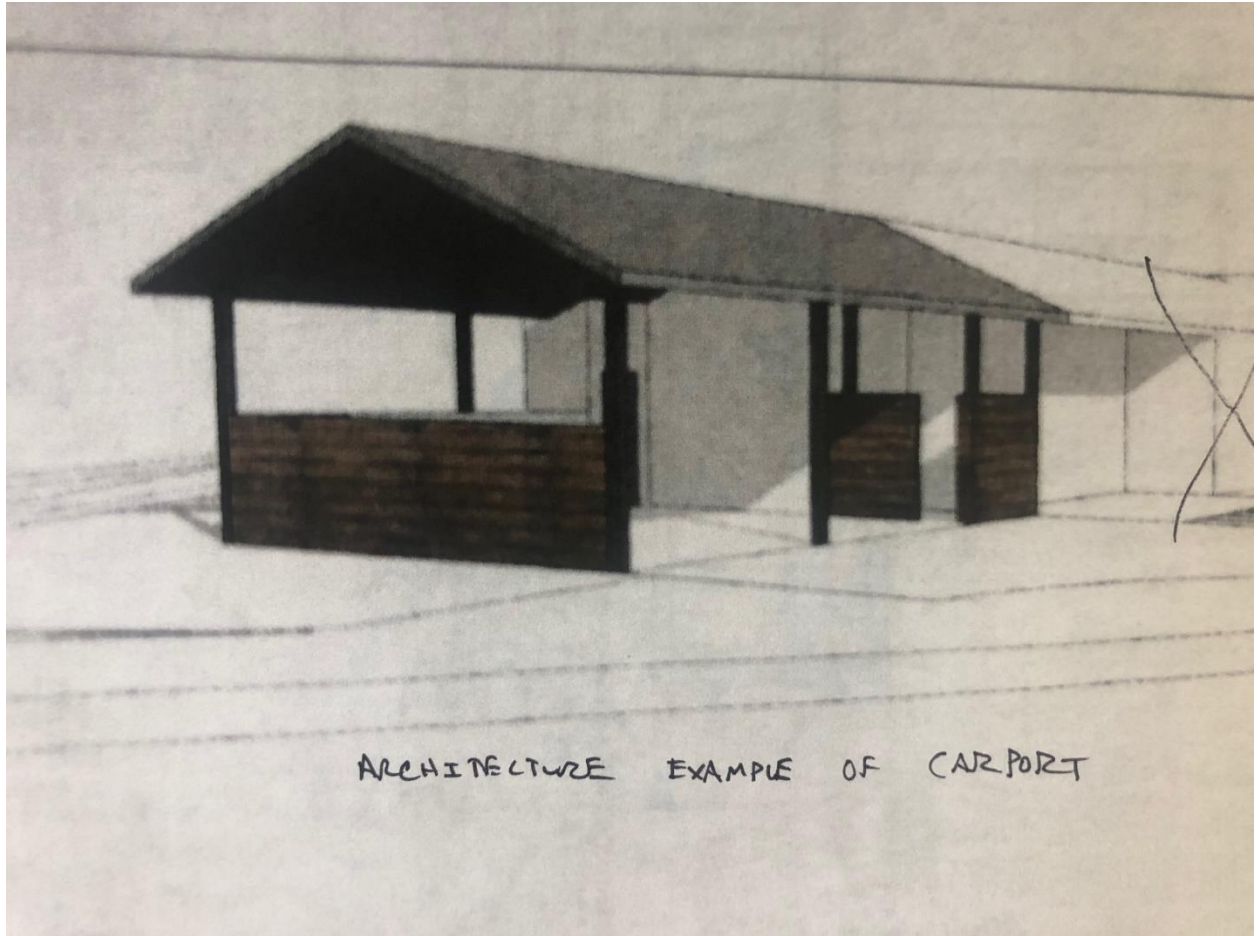














Site plan

2 messages

Michael Alexander [REDACTED] >

Tue, Jun 2, 2020 at 1:43 PM

To: "t. d." <[REDACTED]>

Attached is the site plan we are proposing. Have any objections? Would you support this change? Thanks Troy!

--

NEW LOCATION! - **Right next door to Callahan's General Store**

Austin Plant Supply
443 Bastrop Highway N Unit 2
Austin, Texas 78741

Cell: 512.571.8439
www.austinplantsupply.com

**2 Hull Circle Proposed Site plan - Final.pdf**

118K

t.d. <[REDACTED]>

Wed, Jun 3, 2020 at 7:59 AM

Reply-To: "t.d." [REDACTED]
[REDACTED]

Michael,
Thanks for sending.
We have no objections based on your call with me yesterday and after reviewing your diagram.

Good luck,
Troy and Lydia

[Quoted text hidden]

Anjali Naini

From: Michael Alexander <[REDACTED]>
Sent: Monday, June 29, 2020 8:38 PM
To: Anjali Naini; Mark pzsec
Subject: Fwd: 2 Hull Circle Variance Request Feedback

Follow Up Flag: Follow up
Flag Status: Flagged

Anjali,

I'm forwarding you an email from the owner next door - Sasha Petrovic at 4 hull circle. Can you please include in my application? Thanks!!

Begin forwarded message:

From: Michael Alexander <[REDACTED]>
Date: June 26, 2020 at 11:03:13 AM CDT
To: Katherine Green <[REDACTED]>
Subject: Fwd: 2 Hull Circle Variance Request Feedback

Suprising

----- Forwarded message -----

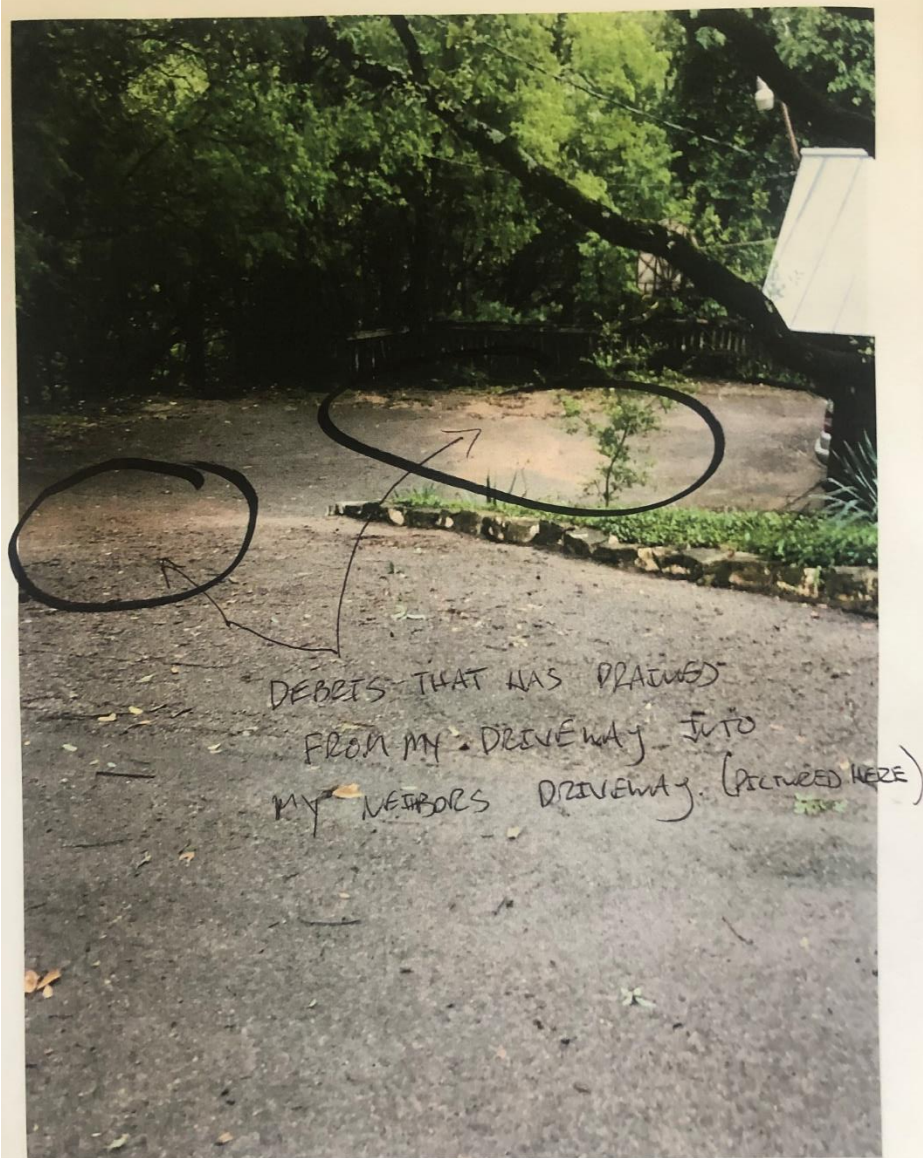
From: Sasha Petrovic <[REDACTED]>
Date: Fri, Jun 26, 2020 at 11:02 AM
Subject: 2 Hull Circle Variance Request Feedback
To: Michael Alexander <[REDACTED]>

Hi Michael,

I'm writing to you in regards to your variance request at 2 Hull Circle. Please feel free to use this email as part of your variance packet.

I'm the owner of 4 Hull Circle, the only neighbor that shares a fence line with 2 Hull Circle, and I'm fully supportive of the variance request. The variance request will enhance the safety and aesthetics of Hull Circle. I have no concerns nor any reason anyone should object to the request.

-Sasha Petrovic
Owner 4 Hull Circle





EASEMENT RELEASE REQUEST STAFF REPORT

AUGUST 19, 2020

Project Address: 2 Downie Place

Project Number: 16003

Agenda Item: 2 Downie Place: Discussion/recommendation of a request to partially release a drainage easement in order to construct a storage area (West Lake Hills Code Sec. 36.01.017). Owner/Applicant William Wiese.

Applicant Information: Owner/Applicant William Wiese

Hearing Dates:

August 19, 2020	ZAPCO
August 26, 2020	City Council

Requested Action: Release a portion of a drainage easement in order to construct a storage area behind the garage.

Location:

The subject property is located west of Westlake Drive; north of West Spring Drive; and east of Westhaven Drive.

Zoning & Site Characteristics:

The subject property and surrounding neighborhood are zoned R-1 – One-Family Residential. The property is approximately 1.0 acre. There is currently an existing house on the property.

Background & Analysis:

A building permit application was received by the City for construction of a small storage area behind the existing garage. The location of the storage area is within a platted drainage easement. The City of West Lake Hills' Drainage & Erosion Control Manual prohibits construction within drainage easements, so the building permit has been on hold until the partial easement release request was filed and considered.

The portion of the easement being considered for release is 253sf. Its location is identified in the survey provided in the application.

A partial drainage easement release (0.0224 acre or 975.744 sf) was previously approved by the City in 2014 for this property. It is included in the packet for reference.

Drainage Analysis (from City Engineer):

The Property Owners of 2 Downie Place are interested in vacating a 253-square-foot area of an existing drainage easement to construct a storage structure. Several potential drainage issues could result from adding a structure in the existing drainage easement – including restricting flow through the area, changing the conveyance route and potentially raising the water surface elevation for stormwater flows upstream or downstream of the proposed structure – which could negatively impact existing properties and/or structures in the area.

In order for the City to determine whether this portion of the existing drainage easement can be safely vacated, the Property Owner's Engineer must submit a drainage report and drainage calculations, including a HEC-RAS model, demonstrating: (1) that the 100-year water surface elevation is contained within the reduced footprint of the proposed drainage easement, and (2) that the reduction in size of the easement does not cause adverse impacts to adjacent properties and/or structures. All drainage calculations submitted must be consistent with the current West Lake Hills Drainage and Erosion Criteria Manual.

Traffic/Transportation

No additional traffic is anticipated.

Lighting

Outdoor lighting is not applicable.

Building Code

The property and future construction will have to comply with all applicable City codes.

Subdivision

If approved, the subject easement will be released/vacated from the plat. After City Council approval, the easement release document will need to be filed with the Travis County Clerk's Office.

Comprehensive Planning Analysis

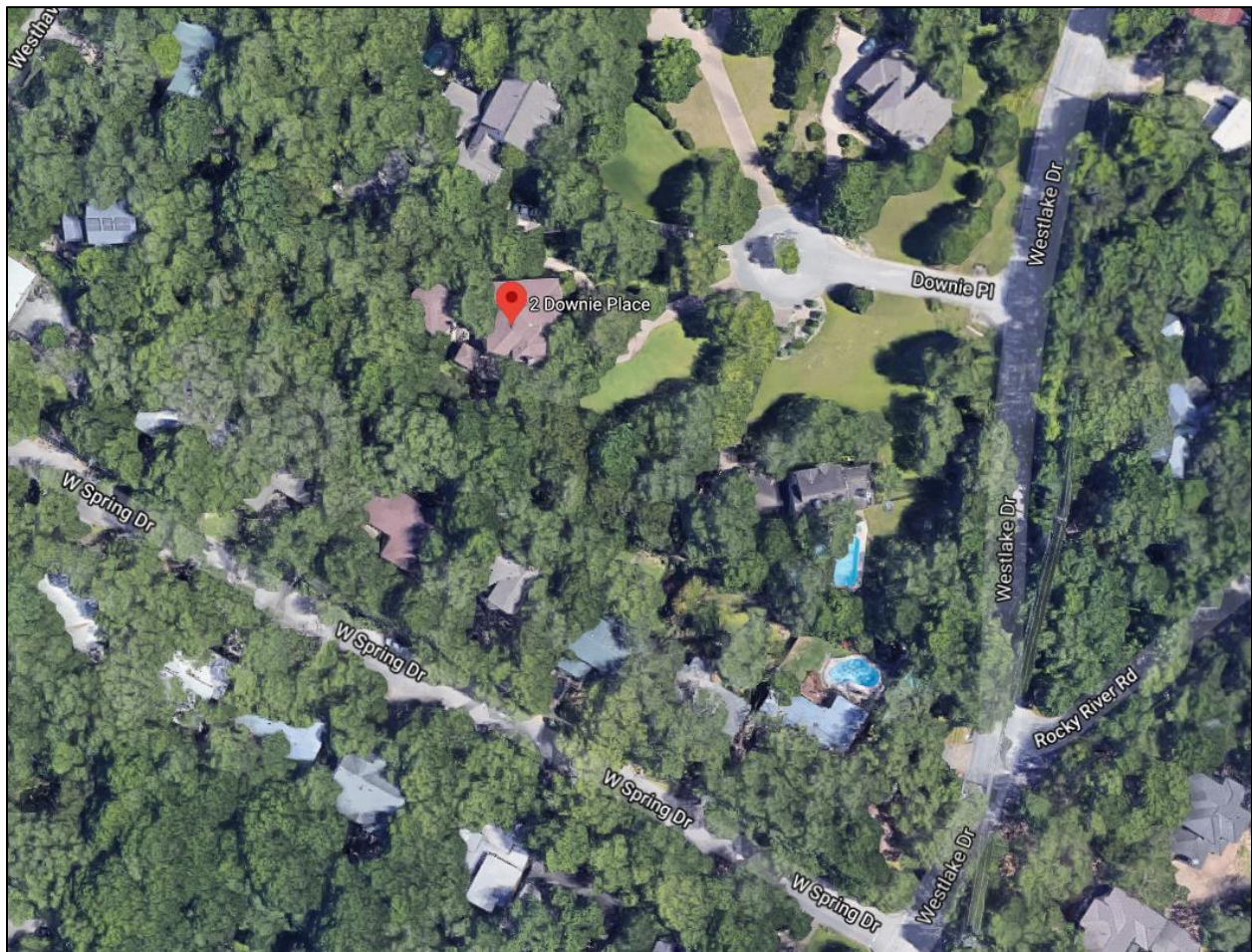
The request is in compliance with the Master Plan based on current and future land use.

Staff Recommendation:

The Zoning and Planning Commission may consider the following options:

- 1) Conditional approval of the partial easement release request – conditioned upon providing the City a drainage study adequately addressing the drainage concerns as described in this report prior to recording the drainage easement release with the Travis County Clerk's Office.
- 2) Denial of the partial easement release request due to the drainage concerns detailed in this report.

Aerial:



EASEMENT RELEASE APPLICATION



Date Received: _____ Received By: _____
Amount Due \$ _____ Date Payment Received: _____
Admin Complete Date: _____ Permit No: _____

*****All applications and supporting documents should be submitted electronically to
pzsec@westlakehills.org and planner@westlakehills.org*****

APPLICANT INFORMATION

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

Property Owner: William D. Wiese Phone: 512-680-0544
Email: _____
Address: 2 Downie Place City: Austin State: TX Zip: 78746
Agent*: N/A Phone: _____
Email: _____
Address: _____ City: _____ State: _____ Zip: _____

**Please submit Power of Attorney form designating authorized agent.*

EASEMENT INFORMATION

Description of Area to be Released:

Property Address: 2 Downie Place, Austin Texas 78746
Subdivision Name: Vista de la Cima
Block: N/A Lot: 2 Tax Parcel ID: 113364
Recorded in: Volume #: 87 Page #: 19B Instrument #: N/A
Current Zoning Classification: Res Total Lot Area: 1.0 acres
Total area of easement release: 253 sq. ft.
Is this a full easement release or partial release? Partial
Type of easement to be released: Drainage

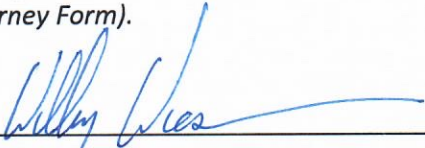


EASEMENT RELEASE APPLICATION

Briefly describe purpose of release:
To construct a storage area behind existing garage.

AUTHORIZATION & ACKNOWLEDGEMENT

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below is signed by the authorized agent of said property, the signature of the property owner must be included below or consent must be attached (Power of Attorney Form).


Signature
William Wiese
Printed Name

July 24, 2020
Date

APPLICATION CHECKLIST

- Application Requirements (refer to City Code Sec. 36.01.017):**
- ☒ Completed, signed application
 - ☐ Power of Attorney form, if applicable
 - ☒ A copy of the instrument granting the easement (either the plat showing the easement, or a separate document recorded in the official records of Travis County)
 - ☒ Proof of ownership of subject property
 - ☒ Letter addressed to the chair of the Zoning & Planning Commission
 - ☒ Metes and bounds description and sketch of the easement or portion of the easement to be released, prepared by a registered surveyor (the portion to be released should be cross-hatched)
 - ☒ An explanation of the purpose of the release requested
 - ☐ Signatures/approvals by each of the applicable entities authorized to use the easement agreeing to the requested easement release
 - ☒ Payment of application fees (including public notification fees) by check or credit card (refer to Appendix A: Fee Schedule in the Code of Ordinances for current fees). Call 512-327-3628 to pay by credit card or mail or drop off a check
 - ☐ Other applicable information as required by staff



EASEMENT RELEASE APPLICATION

APPROVAL PROCESS & PROCEDURES

Public Hearings

Easement release applications are considered by the Zoning and Planning Commission (ZAPCO), which meets on the third (3rd) Wednesday of the month and the City Council, which meets the second (2nd) and fourth (4th) Wednesdays of the month. All meetings are held in the Council Chambers at City Hall, 911 Westlake Drive at 6:30pm (ZAPCO) and 7:00pm (City Council). The agendas and meeting packets are posted on the City website the Friday before the meeting.

Public Notices

All public notices are handled by staff. Letters are sent to neighbors within 200' of the subject property for residential projects and within 300' of the property for commercial projects no later than ten (10) days before the ZAPCO meeting.

Application Deadlines

Applications are due thirty (30) days prior to the next ZAPCO meeting. In some circumstances it may be possible to receive an extension by contacting planner@westlakehills.org

Complete Application

An application must be considered complete by staff before the easement request will be scheduled for hearings and prior to sending public notices. Information required in the Application Checklist per Sec. 36.01.017 of the City of West Lake Hills Code of Ordinances must be submitted in addition to the required fees for the application to be considered complete.

STAFF NOTES

For Completion by Staff Only

Date public notification letters mailed: _____

Date of ZAPCO Hearing: _____

ZAPCO Recommendation: _____

Date of City Council Hearing: _____

City Council Action: _____

Notes:

WILLIAM D. WIESE
2 Downie Place
West Lake Hills, Texas 78746

July 24, 2020

City of West Lake Hills
Zoning and Planning Commission
911 Westlake Drive
West Lake Hills, TX 78746
Attn: Robert Meisel, Chair

Dear Chairman Meisel:

I am submitting with this letter a Easement Release Request in which I am requesting the release of a 253 sq. ft. area of land from a drainage easement that runs along the rear of my property. I am building a small storage area behind the existing garage and the drainage easement release is necessary to accommodate the storage area.

In support of this request, I have enclosed the following documents:

1. A completed, signed Easement Release Application;
2. A copy of the Plat on which the drainage easement was originally granted;
3. A copy of the Special Warranty Deed as evidence of my ownership of the property at 2 Downie Place;
4. A Metes and Bounds description of the portion of the easement to be released along with a corresponding survey;
5. A brief explanation of the reason I am requesting that the area be released from the drainage easement; and
6. The applicable fee.

For your convenience, I am also enclosing a copy of the Small Project Application which has been submitted to the City for review and which includes additional details regarding my project.

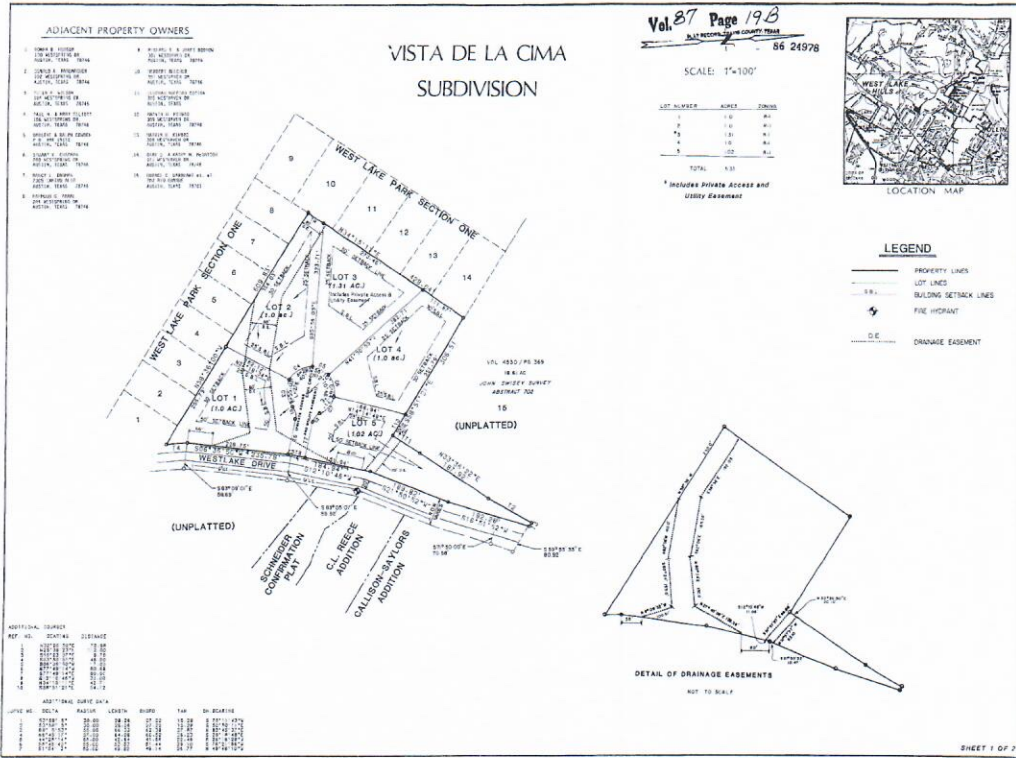
If there is other information that I can provide or if you have any questions regarding any of the information included with this letter, I encourage you to contact me at any time, either by phone at (512) 680-0544 or email at

Sincerely,



William D. Wiese
(512) 680-0544

3222847.1



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

15/ITC/PAA/806687-BCP
WARRANTY DEED WITH VENDOR'S LIEN

DATE: April 13, 2018 Effective Date April 16, 2018

GRANTOR (whether one or more): DASTAN AITZHANOV and spouse,
ZHAZIRA AITZHANOVA

GRANTOR'S MAILING ADDRESS:

GRANTEE (whether one or more): WILLIAM D. WIESE

GRANTEE'S MAILING ADDRESS:
2 Downie Place
Westlake Hills, Texas 78746

CONSIDERATION:

TEN DOLLARS (\$10.00) and a note of even date that is in the principal amount of ONE MILLION SIXTEEN THOUSAND AND NO/100 DOLLARS (\$1,016,000.00), and is executed by Grantee, payable to the order of CORNERSTONE HOME LENDING, INC. The note is secured by a vendor's lien retained in this deed in favor of CORNERSTONE HOME LENDING, INC., and by a deed of trust of even date from Grantee to SCOTT R. VALBY, Trustee.

PROPERTY (including any improvements):

Lot 2, VISTA DE LA CIMA SUBDIVISION, according to the map or plat thereof, recorded in Volume 87, Pages 19B-19C, Plat Records, Travis County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Easements and rights-of-way of record; ad valorem taxes for 2018; all presently recorded restrictions, reservations, covenants, conditions, and mineral severances, that affect the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND all and singular the property to Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

CORNERSTONE HOME LENDING, INC., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note. The vendor's lien and superior title retained in this deed secure payment of the note, and they are transferred to CORNERSTONE HOME LENDING, INC. without recourse on Grantor.



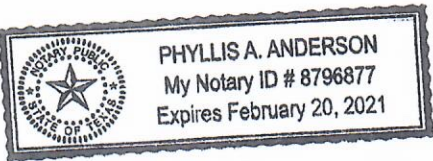
DASTAN AITZHANOV

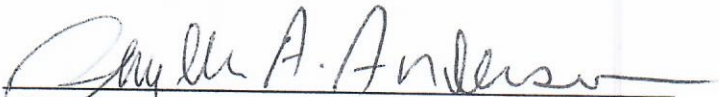


ZHAZIRA AITZHANOVA

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 13 day of April, 2018, by DASTAN AITZHANOV.

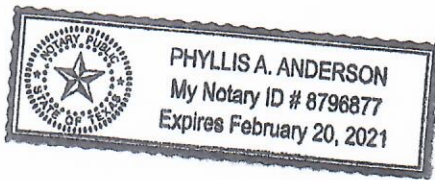




NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 13 day of April, 2018, by ZHAZIRA AITZHANOVA.



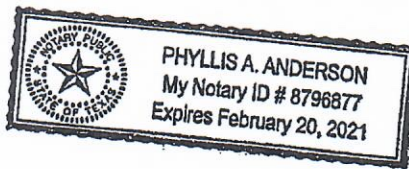
Phyllis A. Anderson

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

This instrument was acknowledged before me on this 13 day of April, 2018, by ZHAZIRA AITZHANOVA.



Phyllis A. Anderson
NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:

3



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

April 18 2018 04:01 PM

FEE: \$ 34.00 2018059026

FILE#
EXHIBIT " A "

253 SQUARE FOOT
PARTIAL RELEASE OF DRAINAGE EASEMENT

BEING 253 SQUARE FEET OF LAND OUT OF LOT 2, VISTA DE LA CIMA SUBDIVISION RECORDED IN VOLUME 87, PAGE 19B, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A DRAINAGE EASEMENT AS DEDICATED BY SAID PLAT, SAME BEING THAT CERTAIN WILLIAM D. WIESE TRACT RECORDED IN DOCUMENT NUMBER 2018059026, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 253 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING in the southerly line of said Lot 2, from which a mag nail found at the southwest corner of said Lot 2 bears, North 58 degrees 47 minutes 28 seconds West, 120.24 feet and from same commencing point an iron rod found at the southeast corner of said Lot 2 bears, South 58 degrees 47 minutes 28 seconds East, 233.21 feet;

THENCE North 31 degrees 12 minutes 32 seconds East, through said Lot 2, 43.67 feet for the POINT OF BEGINNING and the southwest corner hereof;

THENCE through said Lot 2, the following 4 calls,

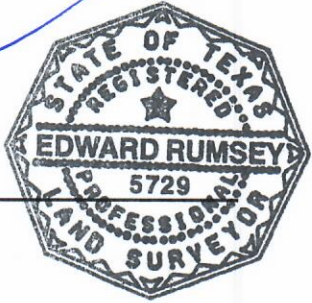
1. North 47 degrees 17 minutes 18 seconds East, 6.41 feet for the northwest corner hereof,
2. South 58 degrees 48 minutes 12 seconds East, 28.23 feet for the northeast corner hereof,
3. South 43 degrees 13 minutes 37 seconds West, 11.92 feet for the southeast corner hereof,
4. North 47 degrees 33 minutes 01 seconds West, 27.50 feet to the POINT OF BEGINNING.

WITNESS MY HAND THIS (PARTIAL RELEASE OF DRAINAGE EASEMENT)

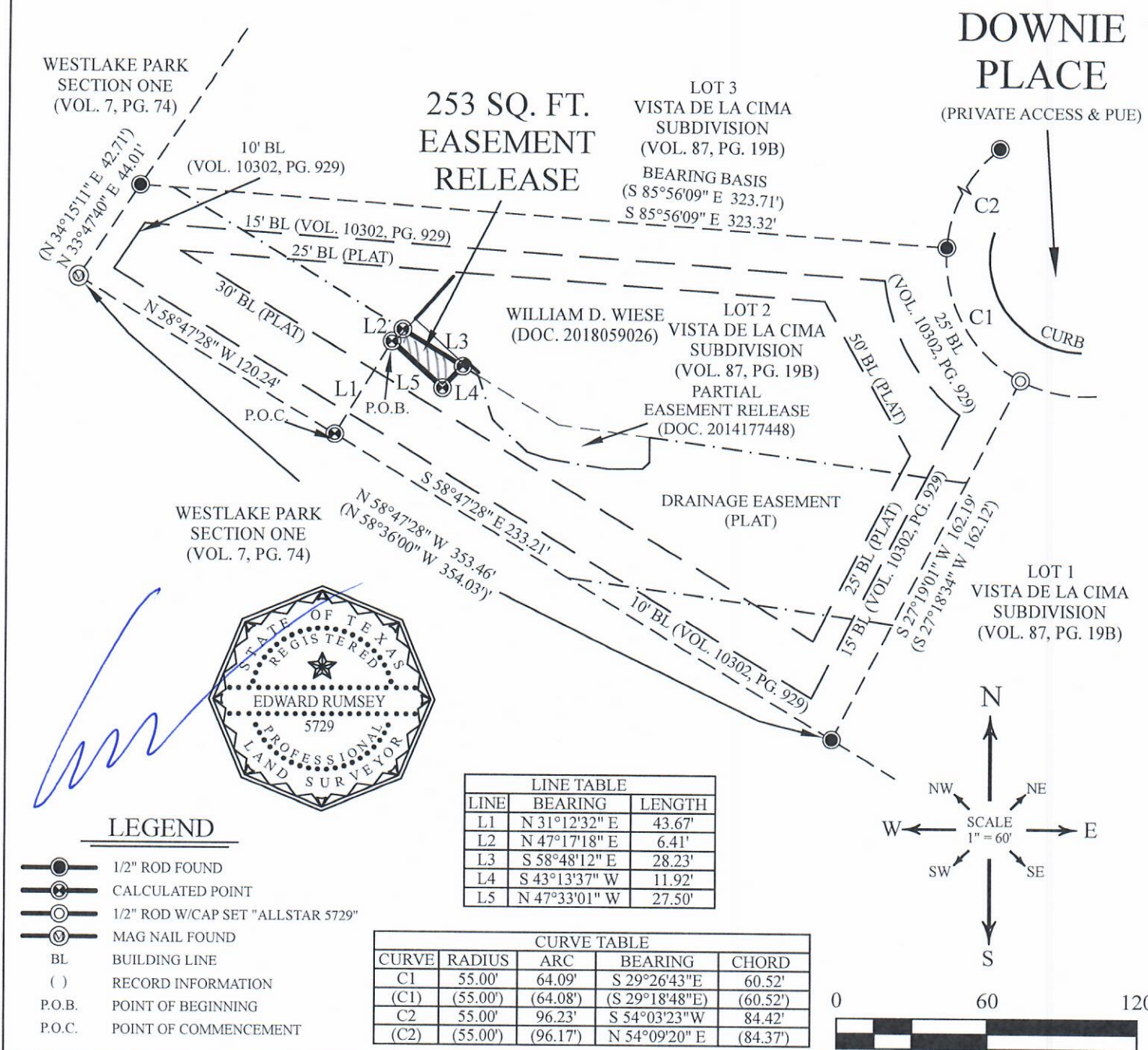
I, Edward Rumsey, licensed to practice Land Surveying in the State of Texas, hereby certify that the foregoing metes and bounds legal description and sketch were based on an on the ground survey.

Witness my hand and seal this, 23rd day of June 2020.

EDWARD C. RUMSEY, TX RPLS #5729
ALL STAR LAND SURVEYING
9020 ANDERSON MILL ROAD
AUSTIN, TEXAS 78729
PROP. I.D.# 113364
JOB # A0606620
PAGE 1 OF 2



253 SQ. FT. EASEMENT RELEASE



SURVEY DATE JUNE 23, 2020			LEGAL DESCRIPTION
JOB NO. A0606620			
FIELD BY:	JONATHAN MOHR	06/18/2020	
CALC. BY:	SEAN SUTTON	06/23/2020	
DRAWN BY:	SEAN SUTTON	06/23/2020	
RPLS CHECK	EDWARD RUMSEY	06/23/2020	BEING 253 SQUARE FEET OF LAND OUT OF LOT 2, VISTA DE LA CIMA SUBDIVISION RECORDED IN VOLUME 87, PAGE 19B, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF A DRAINAGE EASEMENT AS DEDICATED BY SAID PLAT, SAME BEING THAT CERTAIN WILLIAM D. WIESE TRACT RECORDED IN DOCUMENT NUMBER 2018059026, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, SAID 253 SQUARE FEET OF LAND TO BE MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.
ALLSTAR Land surveying 9020 ANDERSON MILL RD AUSTIN, TEXAS 78729 (512) 249-8149 PHONE (512) 331-5217 FAX TBPLS FIRM NO. 10135000			

PAGE 2 OF 2

2 Downie Place

Brief Description of Proposed Project

The balcony extending from the second story apartment above our garage was rotting and unsafe. Photographs of the rotted deck along with site surveys showing the location of the project at the back of our lot are attached.

We are removing and replacing the rotted deck and adding a storage area underneath. The storage area will be approximately 12' wide x 25' long.

The floor will be concrete reinforced with #5 rebar. Photographs of the reinforcing and the finished slab are attached.

Framing was started before we received notice that a permit was required and a Stop Work order issued.

3178829.1



SMALL PROJECT APPLICATION

Date Application Received: _____ Received By: _____
Amount Due:\$ _____ Amount Recd \$ _____ Date: _____
Permit No: _____ Admin Complete Date: _____

APPLICATION TYPE

This permit application is only for small projects that can be quickly approved. For projects involving remodels, additions, new construction, drainage, swimming pools, sport courts, additional impervious cover, etc. the Residential or Commercial Building Permit Application must be completed.

Please check the applicable boxes for your application submittal:

Residential ☒ or Commercial ☐

☐ Roof ☐ Driveway ☐ HVAC ☐ Plumbing ☐ Electrical ☐ Water Heater

☐ Window Replacement ☐ Irrigation ☐ Solar Panels ☒ Other: Storage area

PROJECT INFORMATION

Project Name: Storage

Property Address: 2 Downie Place, Austin Texas 78746

Block: Vista de la Cima Lot: 2 Tax Parcel ID: 113364

Zoning Classification: Res Total Lot Area: 1.0 acres

City Limits: ☒ Yes ☐ No

Brief description of proposed project:
See attached

Please complete the following section if any site/flat work is proposed:

Additional Impervious Cover: 300 sf Total Impervious Cover: _____ %

Edwards Aquifer: ☐ Recharge Zone ☒ Contributing Zone ☐ Transition Zone

FEMA Floodplain: ☐ Yes ☒ No



SMALL PROJECT APPLICATION

APPLICANT INFORMATION*

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

Billing Contact (please check one): Owner ☒ Agent ☐ General Contractor ☐

Property Owner: William Wiese Phone: 512-680-0544

Email: Address: 2 Downie Place City: Austin State: TX Zip: 78746

Agent: N/A Phone:

Email: Address: City: State: Zip:

Engineer/Surveyor/Architect: Martin & Wallin Phone: 512-368-4088

Email: pmartin@martinandwallin.com Address: PO Box 202043 City: Austin State: TX Zip: 78720

Contractor: Hector's Painting & Remo Phone: (512) 704-5491

Email: bclavasquin94@gmail.com Address: 3219 Barton Drive City: Austin State: TX Zip: 78735

*For projects valued at \$25,000 or greater, General Contractor registration is required and subject to City of West Lake Hills Code, Section 22.03.130. A separate Contractor Registration Form must be completed unless the contractor already has one on file.

AUTHORIZATION & ACKNOWLEDGEMENT

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below signed applicant of said property, the signature of the property owner must be included below or consent must be attached.

Signature

5/22/2020 Date

William Wiese Printed Name

2 Downie Place

Brief Description of Proposed Project

The balcony extending from the second story apartment above our garage was rotting and unsafe. Photographs of the rotted deck along with site surveys showing the location of the project at the back of our lot are attached.

We are removing and replacing the rotted deck and adding a storage area underneath. The storage area will be approximately 12' wide x 25' long. A rough sketch of the layout of the storage area is attached.

The floor will be concrete reinforced with #5 rebar. Photographs of the reinforcing and the finished slab are attached.

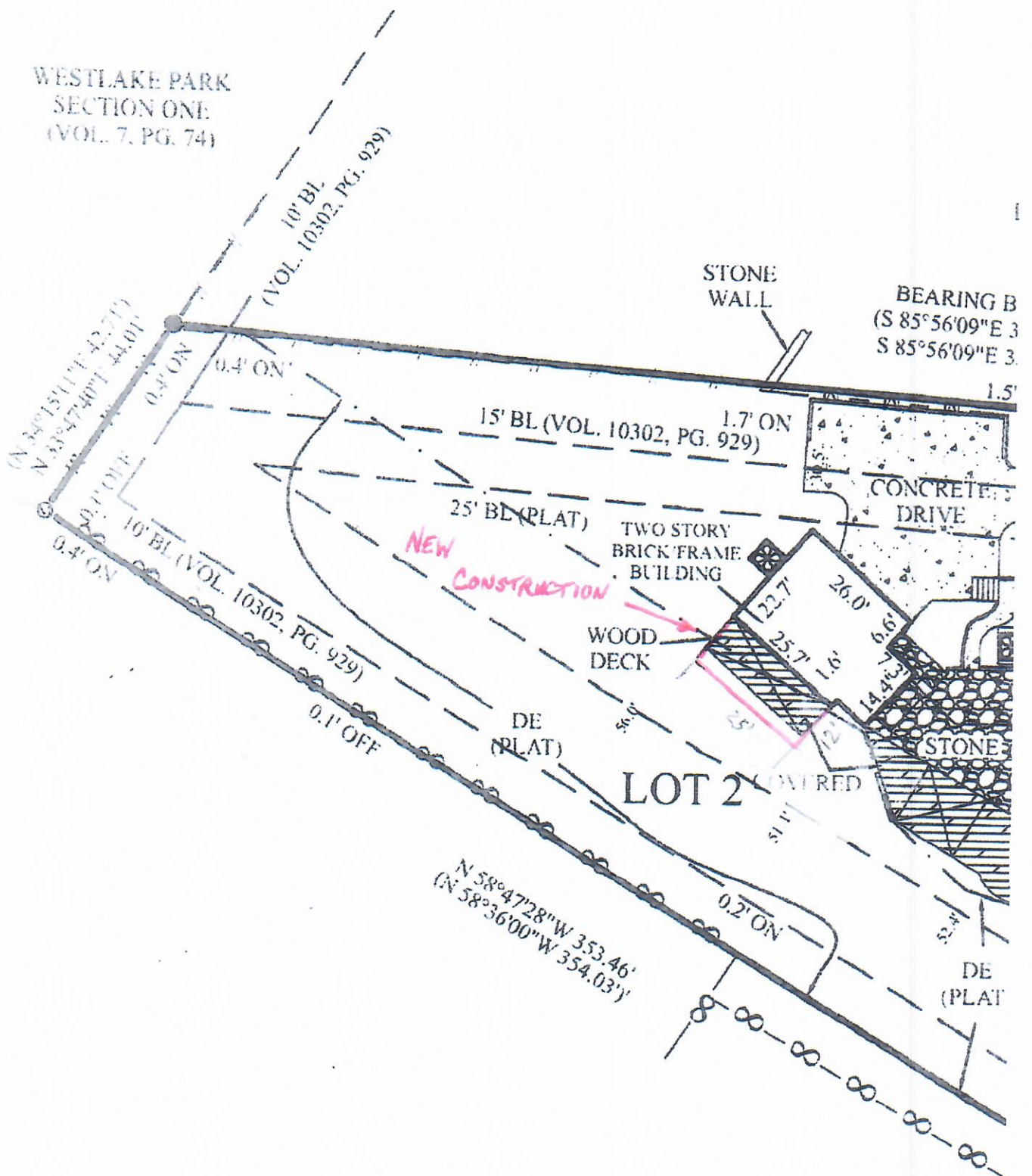
Framing was started before we received notice that a permit was required and a Stop Work order issued. Photographs showing the initial framing and the current state of the project are attached.

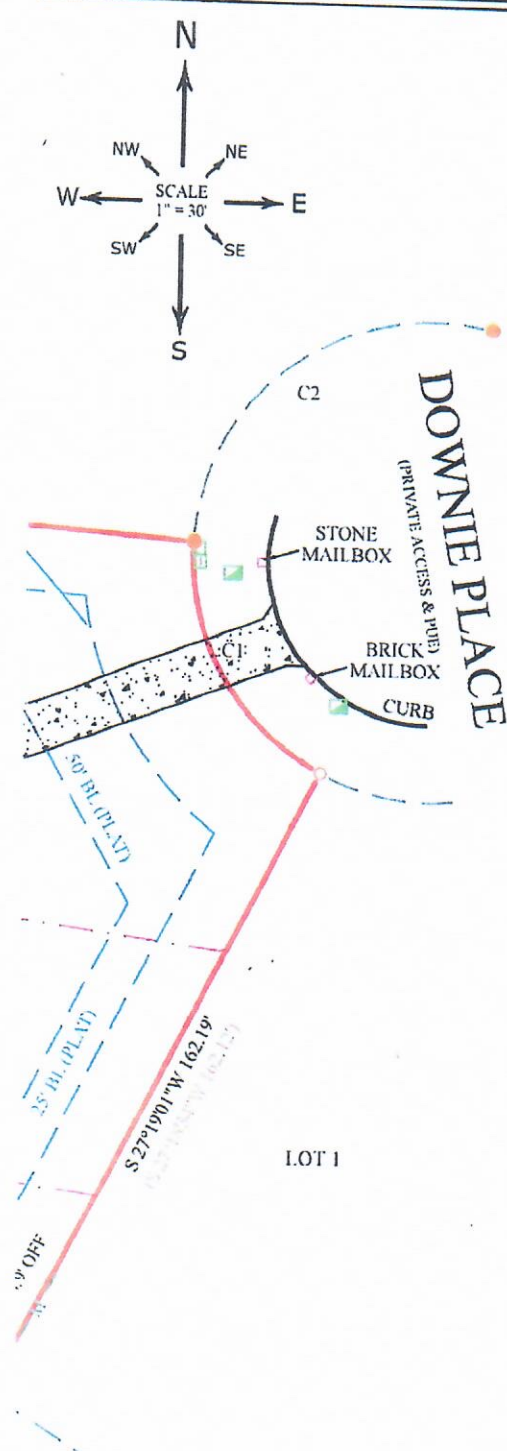
We have retained Martin and Wallin Engineers to provide engineering support and documentation for the permitting process.

The following documentation follows:

1. Site plans
 - a. Site plan showing entire property
 - b. Expanded site plan showing specific location of project
2. Photographs of rotted deck (2)
3. Rough layout of new storage area
4. Photographs of rebar layout in concrete (3)
5. Photographs of the current status of the project (2)
6. Written report from Martin and Wallin Engineers
- 7.

WESTLAKE PARK
SECTION ONE
(VOL. 7, PG. 74)





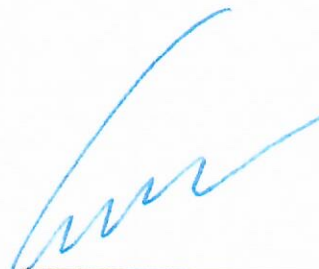
RESTRICTIONS

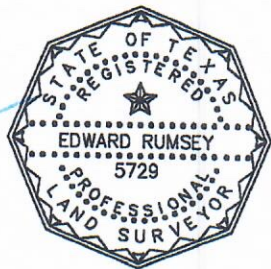
SUBJECT TO RESTRICTIONS IN VOL. 1061, PG. 481, VOL. 1643, PG. 433, VOL. 10302, PG. 929 AND AS PER PLAT IN VOL. 87, PG. 19B -19C.
SUBJECT TO EASEMENTS AND BUILDING LINES AS PER PLAT IN VOL. 87, PG. 19B - 19C.
SUBJECT TO PARTIAL EASEMENT RELEASE IN DOC. NO. 2014177448.
SUBJECT TO EASEMENTS AND BUILDING LINES IN VOL. 10302, PG. 929.

LEGAL DESCRIPTION

LOT 2, VISTA DE LA CIMA SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 87, PAGES 19B - 19C, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

CURVE TABLE				
CURVE	RADIUS	ARC	BEARING	CHORD
C1	55.00'	64.09'	S 29°26'43"E	60.52'
(C1)	(55.00')	(64.09')	(S 29°26'43"E)	(60.52')
C2	55.00'	96.23'	S 54°03'23"W	84.42'
(C2)	(55.00')	(96.23')	(S 54°03'23"W)	(84.42')





TO THE LIEN HOLDER AND / OR OWNERS OF THE PREMISES SURVEYED AND TO

INDEPENDENCE TITLE

I DO HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE OF THE PROPERTY LEGALLY DESCRIBED HEREON AND THAT THERE ARE NO BOUNDARY LINE CONFLICTS, ENCROACHMENTS OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON, AND CERTIFIES ONLY TO THE LEGAL DESCRIPTION AND EASEMENTS SHOWN ON THE REFERENCED TITLE COMMITMENT. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE.

ALLSTAR
land surveying

9020 ANDERSON MILL RD
AUSTIN, TEXAS 78729
(512) 249-8149 PHONE
(512) 331-5217 FAX
TBP L3 FIRM NO. 1015566

F.I.R.M. MAP INFORMATION

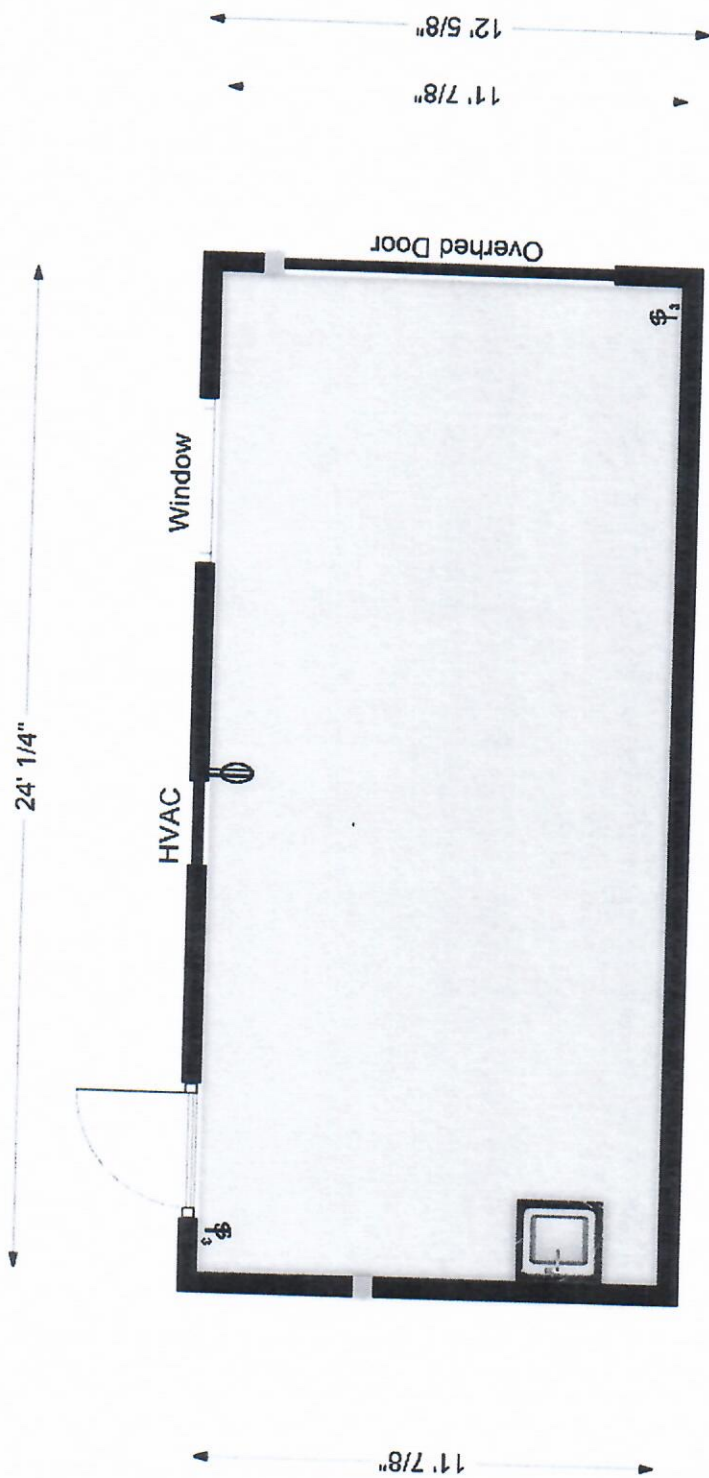
THIS PROPERTY DOES NOT LIE WITHIN THE 100 YEAR FLOOD-PLAIN, AND HAS A ZONE "X" RATING AS SHOWN ON THE FLOOD INSURANCE RATE MAPS F I R M MAP NO 48453C0445J PANEL: 480445J DATED: 01/06/2016 THIS CERTIFICATION IS FOR INSURANCE PURPOSES ONLY AND IS NOT A GUARANTEE THAT THIS PROPERTY WILL OR WILL NOT FLOOD CONTACT YOUR LOCAL FLOOD PLAIN ADMINISTRATOR FOR THE CURRENT STATUS OF THIS TRACT

ADDRESS				
WILLIAM WIESE 2 DOWNIE PLACE WESTLAKE HILLS, TRAVIS COUNTY, TEXAS				
SURVEY DATE:	APRIL 10, 2018	FIELD BY:	JONATHAN MOHR	04/09/2018
TITLE CO.:	INDEPENDENCE TITLE	CALC BY:	EDWARD RUMSEY	04/10/2018
G.F. NO.:	1806687-BCP	DRAWN BY:	ADRIEL LOPEZ	04/10/2018
JOB NO.:	A0402518	RPLS CHECK:	EDWARD RUMSEY	04/10/2018



BEFORE 2









REBAR 2

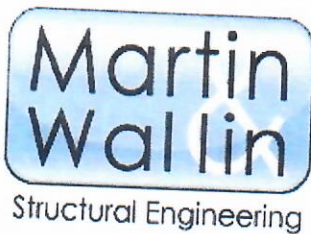


REBAR 3





CURRENT 2



Martin & Wallin, LLC
PO Box 202043
Austin, Texas 78750
512-368-4088 (office)

May 22, 2020

Bill Wiese
Wiese Family
2 Downie Place
Austin, TX

Re: Wiese Assessment – Structural Narrative
2 Downie Place
Westlake Hills, TX

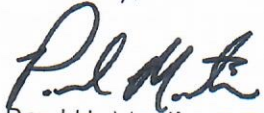
The purpose of this letter is to confirm that the Storage Area and deck renovation as shown on the attached diagram is acceptable provided the following structural modifications are made:

- Install 3 new 2-1.75x14 LVL (2.0E) multi-ply beams (max 12'-0"). Beams shall be oriented in the east west direction at the existing 6x6 posts at each end. Each beam shall be attached to post with a Simpson ECCQ post cap installed per the manufacturer's recommendations.
- Install 2 new 2-1.75x14 LVL (2.0E) multi-ply beams (max 12'-0"). Beams shall be oriented in the north south direction along existing floor truss ends and be attached to Item 1 beams above with a Simpson HGUS face hanger at each end. Existing floor trusses shall be attached with Simpson HTU face hanger.
- Install ½" Structural rated sheathing to all exterior walls and roof deck with 8d nails at 6" o.c. at perimeter and 12" o.c. field.
- We also recommend that a licensed roofing consultant or architect review the deck drainage system and flashing details to prevent premature deterioration of the wood structure.

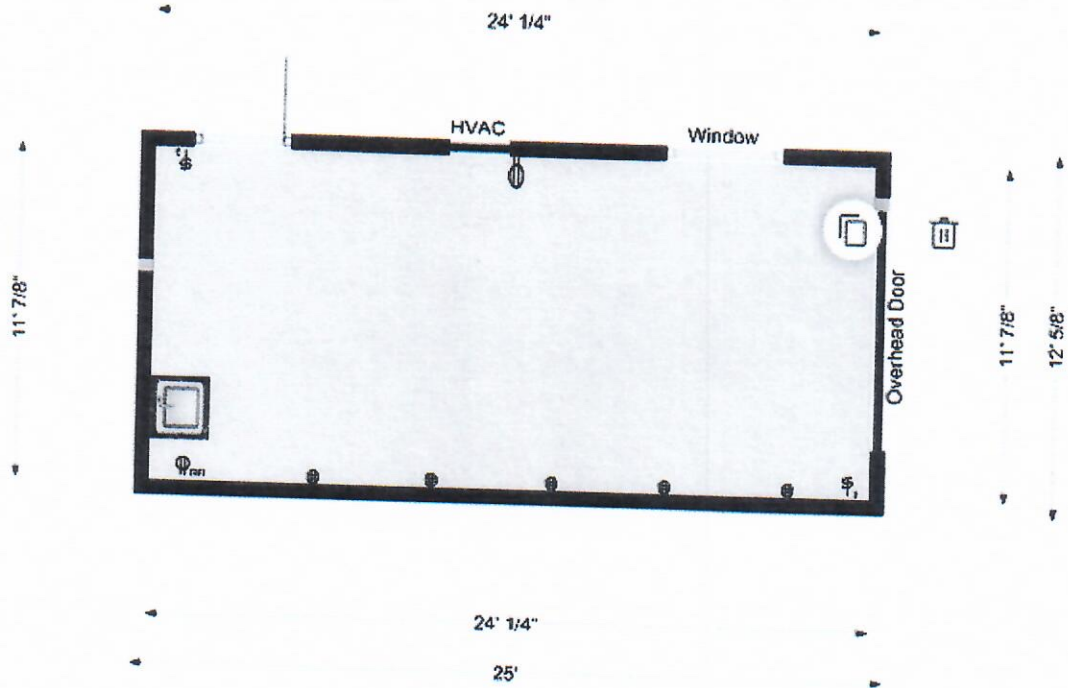
Information used in this analysis was compiled during a site visit on Thursday May 14, 2020. We reviewed this information and our recommendations are based on standard structural engineering practice including limiting deflections to 1" and not more than the beam length L/360 for transient load or L/240 for total load.

Please contact this office if there are further questions regarding this matter.

Sincerely,


Paul H. Martin, P.E.
Principal





ADJACENT PROPERTY OWNERS

1. DONNA B. HUDSON
100 WESTSPRING DR.
AUSTIN, TEXAS 78746
2. DONALD A. RADEMACHER
102 WESTSPRING DR.
AUSTIN, TEXAS 78746
3. PETER R. WILSON
104 WESTSPRING DR.
AUSTIN, TEXAS 78746
4. PAUL M. & MARY ELLIOTT
106 WESTSPRING DR.
AUSTIN, TEXAS 78746
5. DARLENE & RALPH COWDEN
P.O. BOX 19112
AUSTIN, TEXAS 78746
6. STUART K. CHAPMAN
200 WESTSPRING DR.
AUSTIN, TEXAS 78746
7. NANCY L. ENGMAN
2305 CAMINO ALTO
AUSTIN, TEXAS 78746
8. MAHMOUD G. AKMAL
204 WESTSPRING DR.
AUSTIN, TEXAS 78746
9. RICHARD S. & JANET BOBROW
301 WESTHAVEN DR.
AUSTIN, TEXAS 78746
10. HERBERT BELCHER
303 WESTHAVEN DR.
AUSTIN, TEXAS 78746
11. DEBORAH RUFFMAN COTTON
305 WESTHAVEN DR.
AUSTIN, TEXAS 78746
12. MARVIN H. KIMBRO
309 WESTHAVEN DR.
AUSTIN, TEXAS 78746
13. MARVIN H. KIMBRO
309 WESTHAVEN DR.
AUSTIN, TEXAS 78746
14. GARY D. & KATHY M. MCINTOSH
311 WESTHAVEN DR.
AUSTIN, TEXAS 78746
15. HORACE C. BARNHART et. al.
707 RIO GRANDE
AUSTIN, TEXAS 78701

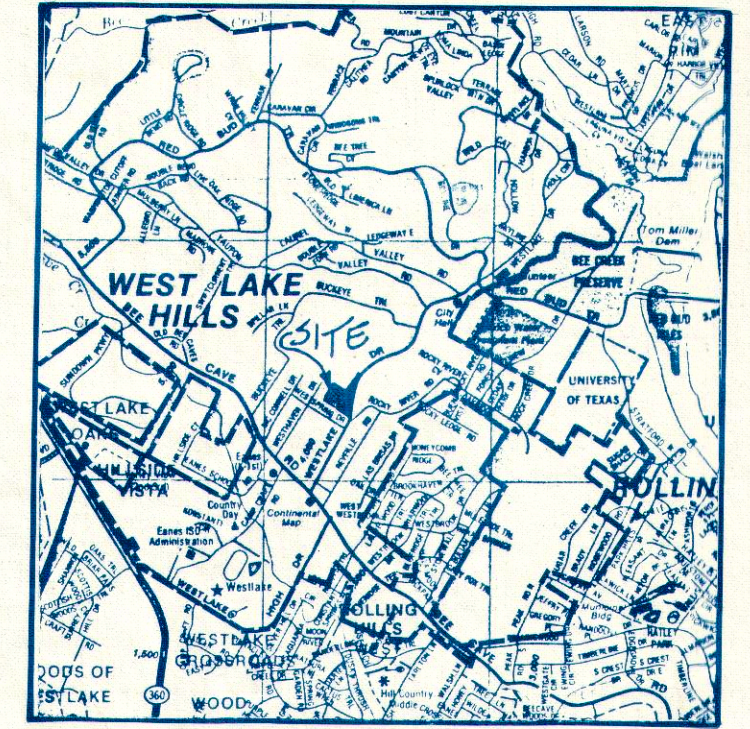
VISTA DE LA CIMA SUBDIVISION

Vol. 87 Page 19B
CONDOMINIUM PLAT RECORD, TRAVIS COUNTY, TEXAS

SCALE: 1"=100'

LOT NUMBER	ACRES	ZONING
1	1.0	R-1
2	1.0	R-1
*3	1.31	R-1
4	1.0	R-1
5	1.02	R-1
TOTAL	5.33	

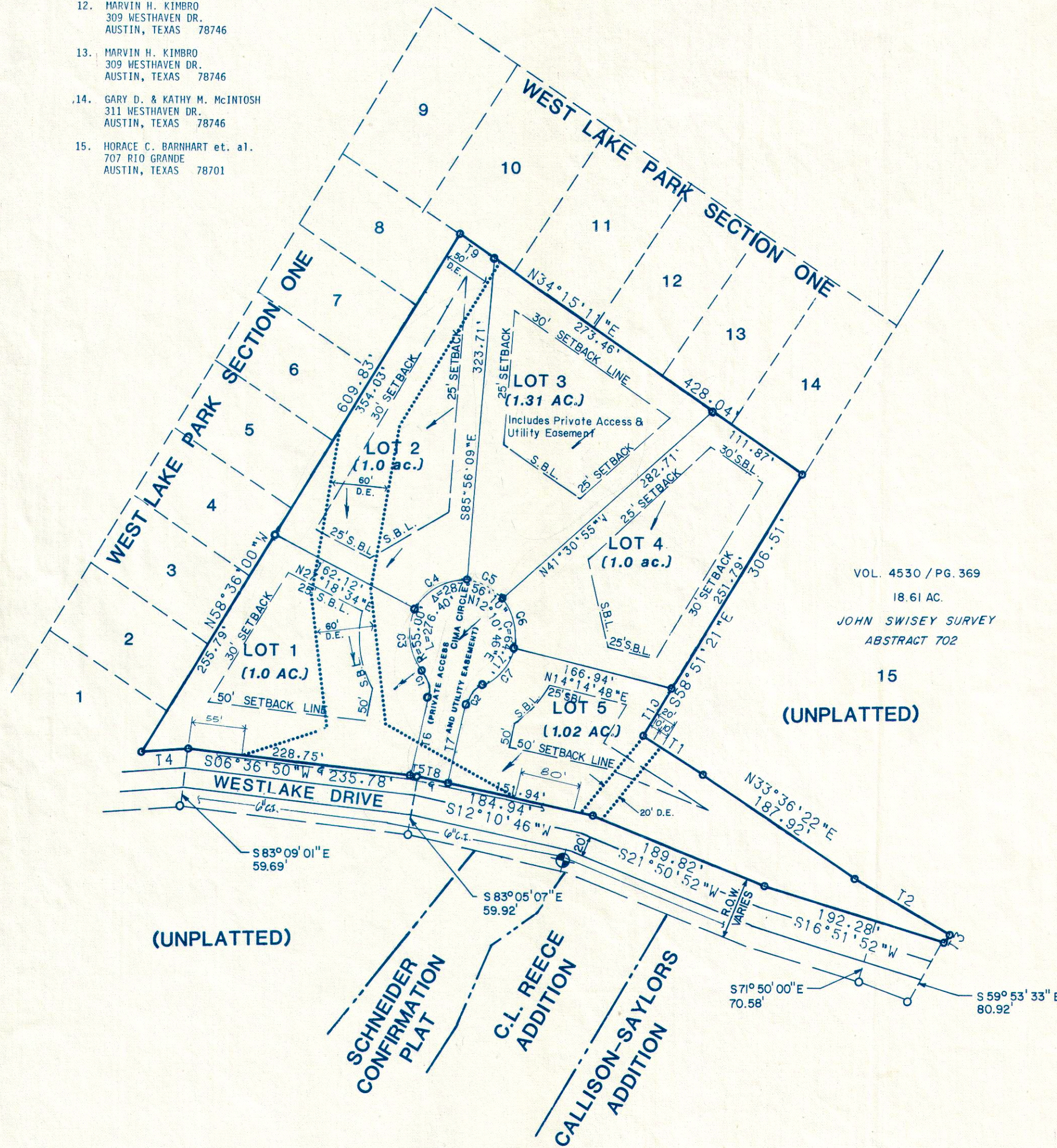
* Includes Private Access and
Utility Easement



LOCATION MAP

LEGEND

- PROPERTY LINES
- LOT LINES
- S.B.L. — BUILDING SETBACK LINES
- ⊕ FIRE HYDRANT
- D.E. DRAINAGE EASEMENT



VOL. 4530 / PG. 369
18.61 AC.
JOHN SWISEY SURVEY
ABSTRACT 702

15
(UNPLATTED)

(UNPLATTED)

SCHNEIDER
CONFIRMATION
PLAT

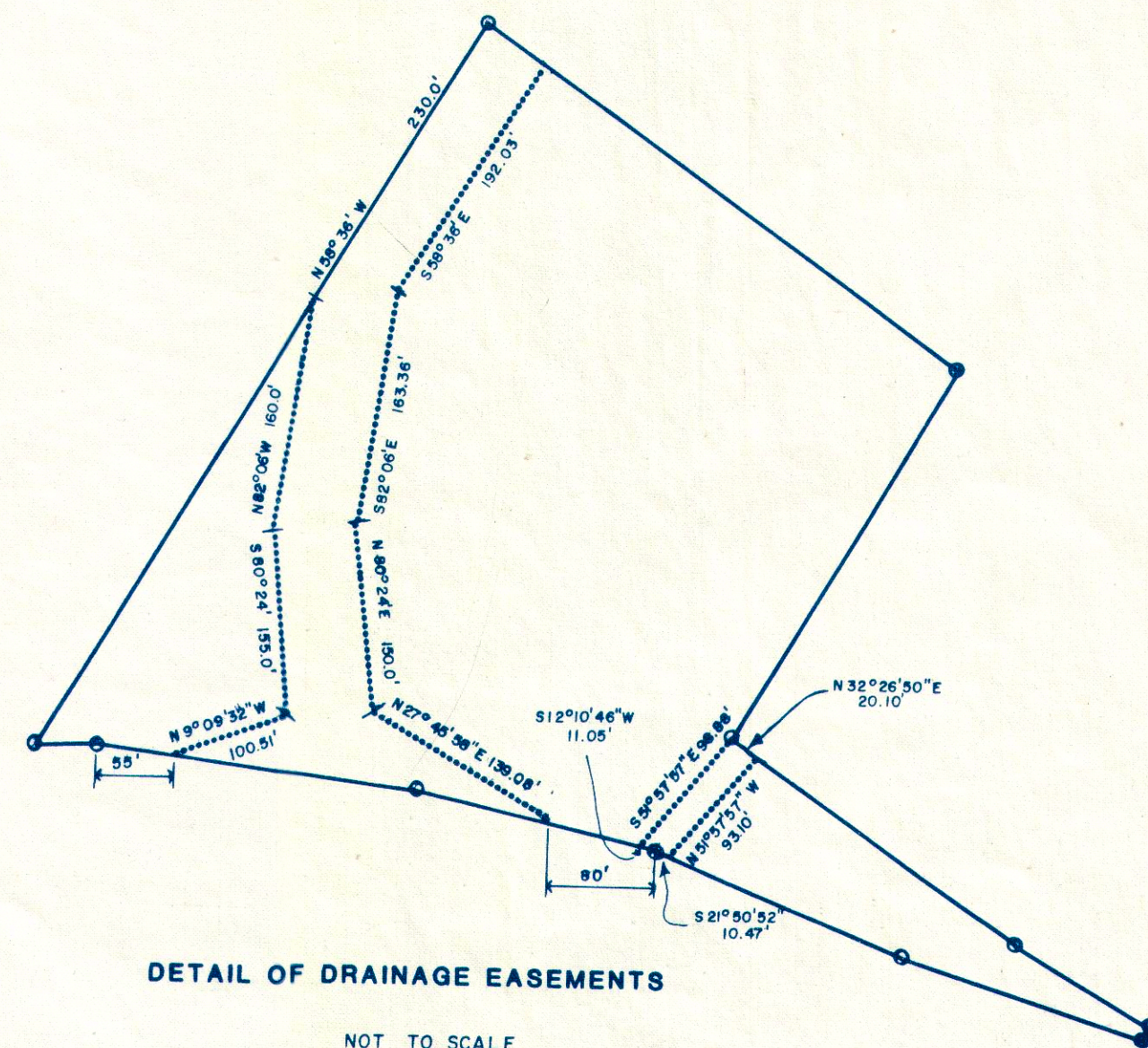
C.L. REECE
ADDITION
CALLISON-SAYLORS
ADDITION

ADDITIONAL COURSES

REF. NO.	BEARING	DISTANCE
1	N32°26'50"E	72.98
2	N29°36'23"E	112.00
3	S56°23'37"E	8.70
4	S03°50'55"E	48.00
5	S06°36'50"W	7.03
6	N77°49'14"W	80.68
7	S77°49'14"E	80.00
8	S12°10'46"W	33.00
9	N34°15'11"E	42.71
10	S58°51'21"E	54.72

ADDITIONAL CURVE DATA

CURVE NO.	DELTA	RADIUS	LENGTH	CHORD	TAN	CH-BEARING
1	53°58' 5"	30.00	28.26	27.22	15.28	S 75°11'43"W
2	53°58' 5"	30.00	28.26	27.22	15.28	S 50°50'11"E
3	69° 5'53"	55.00	66.33	62.38	37.87	N 82°45'37"E
4	66°45'17"	55.00	64.08	60.52	36.23	S 29°18'48"E
5	44°25'14"	55.00	42.64	41.58	22.46	S 26°16'28"W
6	55°45'43"	55.00	53.53	51.44	29.10	S 76°21'56"W
7	51°54' 3"	55.00	49.82	48.14	26.77	N 49°48'10"W



DETAIL OF DRAINAGE EASEMENTS

NOT TO SCALE

VACATION OF EASEMENT

WHEREAS, JASON C. WATKINS and LORIN A. WATKINS are the owners of all lots, tracts and parcels of land which consist and comprise that certain property known and designated as Lot 2, of VISTA DE LA CIMA SUBD, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 87, Pages 19B-19C, Plat Records, Travis County, Texas, also known as 2 Downie Place, Austin, TX 78746 ("Property"); and

WHEREAS, the Property is subject to a Drainage Easement of varying width of 50 feet to 60 feet along the southern side of the Property, established by the plat recorded in Volume 87, Pages 19B-19C, Plat Records, Travis County, Texas, and by document recorded in Volume 10302, Page 929, Real Property Records, Travis County, Texas; and

WHEREAS, the City now desires to vacate that portion of the Drainage Easement depicted in Exhibit "A"; and

WHEREAS, such vacation is authorized by Sec. 36.01.018 of the West Lake Hills Code of Ordinances; and

WHEREAS, the City of West Lake Hills City Council voted on March 24, 2010, to vacate that portion of the Drainage Easement depicted in Exhibit "A"; and

NOW THEREFORE, the City Council of West Lake Hills, Travis County, Texas, does by these presents declare the portion of the Drainage Easement as depicted in Exhibit "A" and recorded in Volume 87, Pages 19B-19C, Plat Records, Travis County, Texas, and recorded in Volume 10302, Page 929, Real Property Records, Travis County, Texas, to be vacated.

①
5

EXECUTED this 4th day of November, 2014.



Dave Claunch, Mayor
City of West Lake Hills

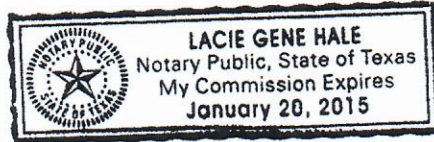
THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on November 4th, 2014, by Dave Claunch, the Mayor of the City of Westlake Hills, on behalf of the City.



Notary Public, State of Texas



Notary's Name Printed:

Lacie Gene Hale

My commission expires: 1-20-2015

EXHIBIT "A" to Vacation of Easement

EXHIBIT "B"
J12496DE

CITY OF AUSTIN
TO
JASON C. WATKINS

PARTIAL DRAINAGE EASEMENT RELEASE

FIELD NOTES

0.0224 ACRE, MORE OR LESS, PARTIAL DRAINAGE EASEMENT RELEASE OUT OF AND PART OF LOT 2, VISTA DEL LA CIMA SUBDIVISION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 87, PAGE 19B OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS; FOR WHICH A MORE PARTICULAR DESCRIPTION BY METES AND BOUNDS IS AS FOLLOWS:

BEGINNING FOR REFERENCE at a 1/2" iron rod found on the curving south R.O.W. of Downie Place, a private street, at the N.E. corner of Lot 2, VISTA DEL LA CIMA SUBDIVISION;

THENCE S27°27'49"W along the east line of Lot 2 for a distance of 46.08 feet to a point on the north line of an existing drainage easement as called for in VISTA DEL LA CIMA SUBDIVISION PLAT;

THENCE N82°05'59"W, crossing into Lot 2 along the north line of said drainage for a distance of 127.84 feet to a point for the N.E. corner of the partial drainage easement release and **POINT OF BEGINNING** hereof;

THENCE the following seven (7) courses and distances crossing into said drainage easement:

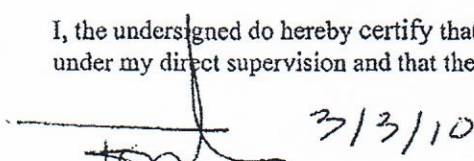
1. S00°01'12"W for a distance of 9.84 feet to an angle point;
2. S46°01'30"W for a distance of 3.92 feet to an angle point;
3. S89°56'10"W for a distance of 13.87 feet to an angle point;
4. N80°30'45"W for a distance of 24.04 feet to an angle point;
5. N72°11'07"W for a distance of 8.86 feet to an angle point;
6. N47°09'34"W for a distance of 19.00 feet to an angle point;
7. N18°10'26"W for a distance of 18.21 feet to a point on the north line of said drainage easement for the N.W. corner hereof;

THENCE the following two (2) courses and distances along the north line of said drainage easement:

1. S58°35'59"E for a distance of 36.78 feet to an angle point;
2. S82°05'59"E for a distance of 37.41 feet to the **POINT OF BEGINNING** of this 0.0224 acre partial drainage easement release.

BEARING BASE: VISTA DEL LA CIMA SUBDIVISION PLAT

I, the undersigned do hereby certify that the field notes hereon were prepared from an actual on-the-ground survey under my direct supervision and that they are true and correct to the best of my knowledge.

 3/3/10
Thomas P. Dixon R.P.L.S. 4324



REFERENCES

TCAD Parcel No. 01-1315
AUSTIN GRID F-24

EXHIBIT "A" to Vacation of Easement

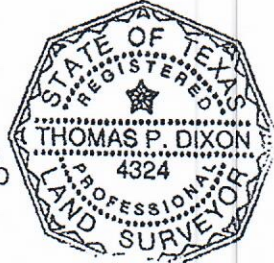
lot 10 SKETCH TO ACCOMPANY FIELD NOTES
(N 34°15'11" E 42.71') 0.0224 ACRE OUT OF LOT 2
N 34°03'59" E 42.90' →

J12496DE

ADDRESS:
2 DOWNIE PLACE
OWNER:
JASON C. WATKINS

LEGAL DESCRIPTION:

0.0224 ACRE OUT OF --
LOT 2, VISTA DE LA CIMA SUBDIVISION, A SUBDIVISION
IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR
PLAT THEREOF RECORDED IN VOLUME 87, PAGE 19B OF
THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.



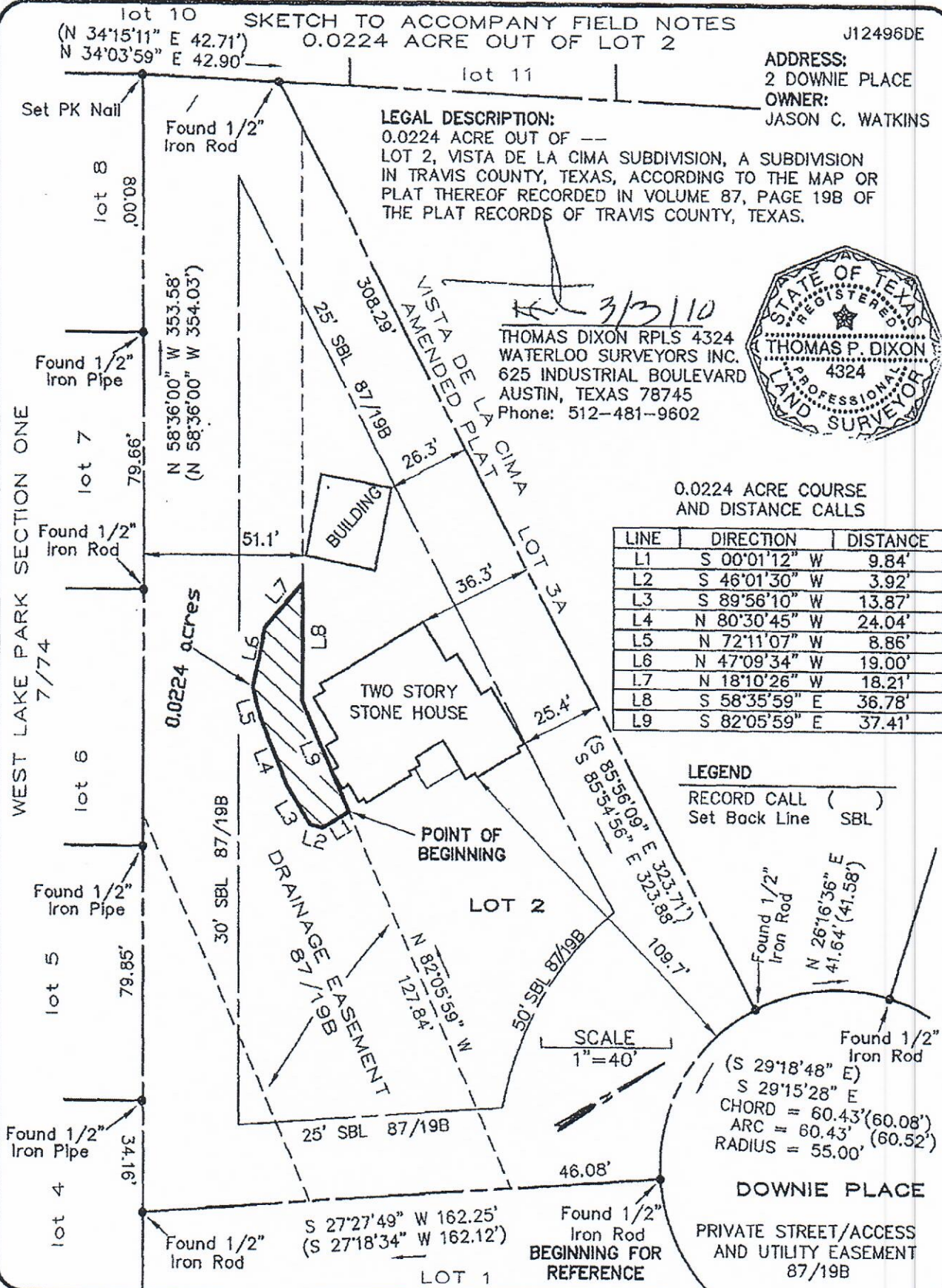
THOMAS DIXON RPLS 4324
WATERLOO SURVEYORS INC.
625 INDUSTRIAL BOULEVARD
AUSTIN, TEXAS 78745
Phone: 512-481-9602

0.0224 ACRE COURSE
AND DISTANCE CALLS

LINE	DIRECTION	DISTANCE
L1	S 00°01'12" W	9.84'
L2	S 46°01'30" W	3.92'
L3	S 89°56'10" W	13.87'
L4	N 80°30'45" W	24.04'
L5	N 72°11'07" W	8.86'
L6	N 47°09'34" W	19.00'
L7	N 18°10'26" W	18.21'
L8	S 58°35'59" E	36.78'
L9	S 82°05'59" E	37.41'

LEGEND

RECORD CALL ()
Set Back Line SBL



✓ Return:

CITY OF WEST LAKE HILLS
ATTN: LACIE HALE
911 WESTLAKE DR
WEST LAKE HILLS TX 78746

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Nov 26, 2014 12:08 PM

2014177448

BARTHOLOMEWD: \$42.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS

Recorders Memorandum-At the time of recordation this instrument was found to be inadequate for the best reproduction, because of illegibility, carbon or photocopy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.



EASEMENT RELEASE REQUEST STAFF REPORT

AUGUST 19, 2020

Project Name: 707 Bulian Lane

Project Number: 16007

Agenda Item: 707 Bulian Lane: Discussion/recommendation of a request to release a guy wire easement in order to construct a new septic field (West Lake Hills Code Sec. 36.01.017). Owners/Applicants Sheila & Ronald Paynter.

Applicant Information: Owners/Applicants Sheila & Ronald Paynter

Hearing Dates:

August 19, 2020 ZAPCO
August 26, 2020 City Council

Requested Action: Release a platted guy wire easement that has not been utilized in order to install a new septic field.

Location: The subject property is located west of Las Lomas Drive and east of Westbrook Drive. The rear property line abuts the City of Austin city limits and is also adjacent to the Woods Historical Cemetery Easement.

Zoning & Site Characteristics:

The subject property and surrounding neighborhood are zoned R-1 – One-Family Residential. The property is approximately 1.02 acres. There is currently an existing house on the property.

Background & Analysis:

A building permit application was approved by the City for a residential remodel at this address. Part of the remodel includes installation of a new septic tank and septic field. The proposed new septic field will encroach a platted guy wire easement on the property that is approximately 200sf and located at the rear of the property, abutting an overhead electric transmission line easement.

The homeowners, Sheila and Ronald Paynter, first discussed the easement release request with the City of Austin/Austin Energy and Travis County. Their correspondence is included in the packet, and it is indicated that the Paynters were instructed to process the easement release request through the City of West Lake Hills instead of City of Austin or Travis County.

The easement in question has never been used. The subject property was platted in 1989, and the existing home was constructed in 1992.

Traffic/Transportation

No additional traffic is anticipated.

Lighting

Outdoor lighting is not applicable.

Building Code

The property and future construction will have to comply with all applicable City codes.

Subdivision

If approved, the subject easement will be released/vacated from the plat. After City Council approval, the easement release document will need to be filed with the Travis County Clerk's Office.

Comprehensive Planning Analysis

The request is in compliance with the Master Plan based on current and future land use.

Staff Recommendation:

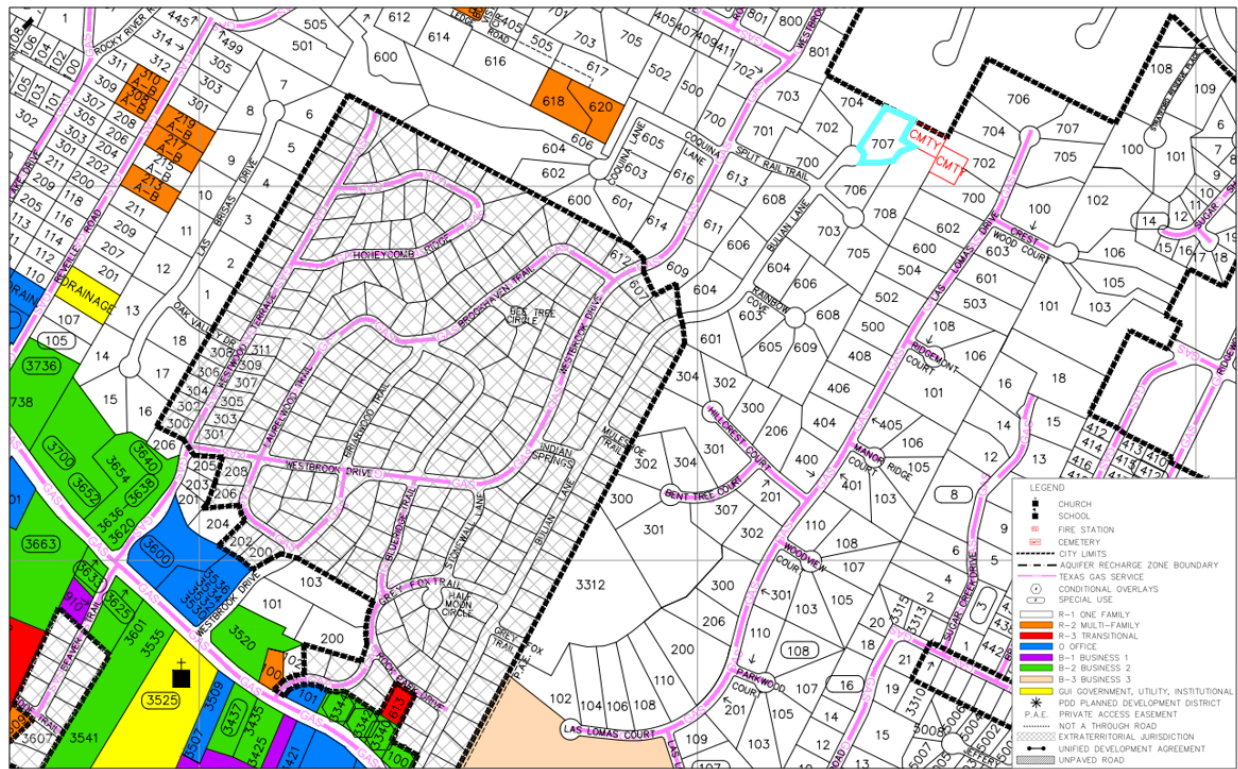
Staff recommends approval.

Links to Relevant Code:

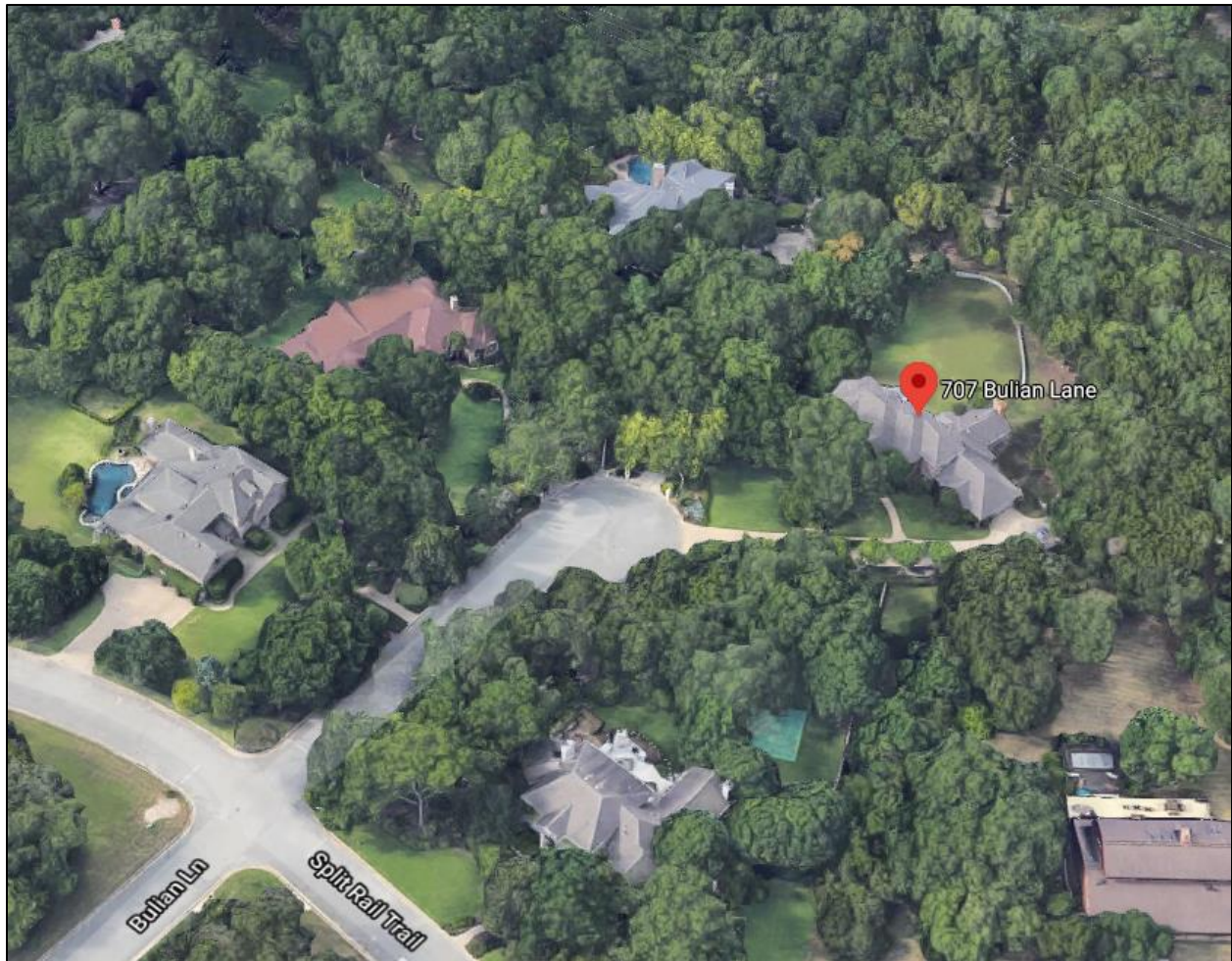
- [Sec. 36.01.017 Release of easement](#)

(Maps to follow)

Zoning:



Aerial:





City of West Lake Hills
Received
JUL 27 2020

EASEMENT RELEASE APPLICATION

Date Received: 7/27/20 Received By: [Signature]
Amount Due \$ 400.00 Date Payment Received: 7/27/20
Admin Complete Date: _____ Permit No: 16007

****All applications and supporting documents should be submitted electronically to pzsec@westlakehills.org and planner@westlakehills.org****

APPLICANT INFORMATION

The agent is the official contact person for this project and the single point of contact. All correspondence and communication will be conducted with the agent. If no agent is listed, the owner will be considered the agent.

Property Owner: Ronald C and Sheila H Paynter Phone: 512-750-5229, 512-695-9174

Email: [Redacted]

Address: 707 Bulian Lane City: West Lake Hills State: Tx Zip: 78746

Agent*: _____ Phone: _____

Email: _____

Address: _____ City: _____ State: _____ Zip: _____

**Please submit Power of Attorney form designating authorized agent.*

EASEMENT INFORMATION

Description of Area to be Released:

Property Address: 707 Bulian Lane

Subdivision Name: Rainbow's End Estates Section 2

Block: _____ Lot: #7 Tax Parcel ID: 521121

Recorded in: Volume #: 88 Page #: 189-192 Instrument #: _____

Current Zoning Classification: Residential Total Lot Area: 1.02 acres

Total area of easement release: 200 square feet

Is this a full easement release or partial release? Full

Type of easement to be released: Guy wire



EASEMENT RELEASE APPLICATION

Briefly describe purpose of release:

The house was built in 1992. The guy wire easement identified in the original plat has never been used. Austin Energy has given their approval for release pending official approval from the City of West Lake Hills. Our intent is to utilize this area to install a new septic field.

AUTHORIZATION & ACKNOWLEDGEMENT

The above information is true to the best of my knowledge. I attest that the real property described is owned by me and all others as signed below. If the below is signed by the authorized agent of said property, the signature of the property owner must be included below or consent must be attached (Power of Attorney Form).

Signature _____

Date _____

Printed Name _____

APPLICATION CHECKLIST

Application Requirements (refer to City Code Sec. 36.01.017):

- ☒ Completed, signed application
- ☐ Power of Attorney form, if applicable
- ☒ A copy of the instrument granting the easement (either the plat showing the easement, or a separate document recorded in the official records of Travis County)
- ☒ Proof of ownership of subject property
- ☒ Letter addressed to the chair of the Zoning & Planning Commission
- ☒ Metes and bounds description and sketch of the easement or portion of the easement to be released, prepared by a registered surveyor (the portion to be released should be cross-hatched)
- ☒ An explanation of the purpose of the release requested
- ☒ Signatures/approvals by each of the applicable entities authorized to use the easement agreeing to the requested easement release
- ☒ Payment of application fees (including public notification fees) by check or credit card (refer to Appendix A: Fee Schedule in the Code of Ordinances for current fees). Call 512-327-3628 to pay by credit card or mail or drop off a check
- ☐ Other applicable information as required by staff



EASEMENT RELEASE APPLICATION

APPROVAL PROCESS & PROCEDURES

Public Hearings

Easement release applications are considered by the Zoning and Planning Commission (ZAPCO), which meets on the third (3rd) Wednesday of the month and the City Council, which meets the second (2nd) and fourth (4th) Wednesdays of the month. All meetings are held in the Council Chambers at City Hall, 911 Westlake Drive at 6:30pm (ZAPCO) and 7:00pm (City Council). The agendas and meeting packets are posted on the City website the Friday before the meeting.

Public Notices

All public notices are handled by staff. Letters are sent to neighbors within 200' of the subject property for residential projects and within 300' of the property for commercial projects no later than ten (10) days before the ZAPCO meeting.

Application Deadlines

Applications are due thirty (30) days prior to the next ZAPCO meeting. In some circumstances it may be possible to receive an extension by contacting planner@westlakehills.org

Complete Application

An application must be considered complete by staff before the easement request will be scheduled for hearings and prior to sending public notices. Information required in the Application Checklist per Sec. 36.01.017 of the City of West Lake Hills Code of Ordinances must be submitted in addition to the required fees for the application to be considered complete.

STAFF NOTES

For Completion by Staff Only

Date public notification letters mailed: _____

Date of ZAPCO Hearing: _____

ZAPCO Recommendation: _____

Date of City Council Hearing: _____

City Council Action: _____

Notes:

Zoning & Planning Commission Chair

7/25/20

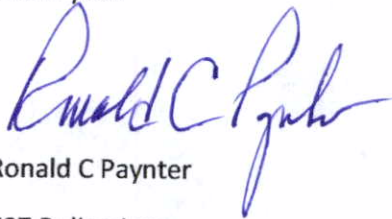
City of West Lake Hills

911 Westlake Dr.

West Lake Hills, Tx 78746

Subject: Easement Release Application

As the owner of the property located at 707 Bulian Lane, West Lake Hills, Texas 78706 with the legal description of Lot 7 of Rainbow End Estates, section A subdivision in the county of Travis Texas, of record in Plat Book/Vol at pages 189 thru 192 of the plat records of Travis County, Texas, I am hereby requesting an entire release of a 10'x 20' guy wire easement located on said property. The house was built in 1992 and there is an overhead electrical transmission line running parallel to the back-property line with an easement dedicated for a guy wire as indicated on the original PLAT, that has never been erected. If officially approved (Austin Energy has given initial approval) our intent is to use this area to construct a new septic field. Thank you for your consideration and understanding and I have attached the easement release application and all required information requested in the application packet. Thank you.



Ronald C Paynter

707 Bulian Lane

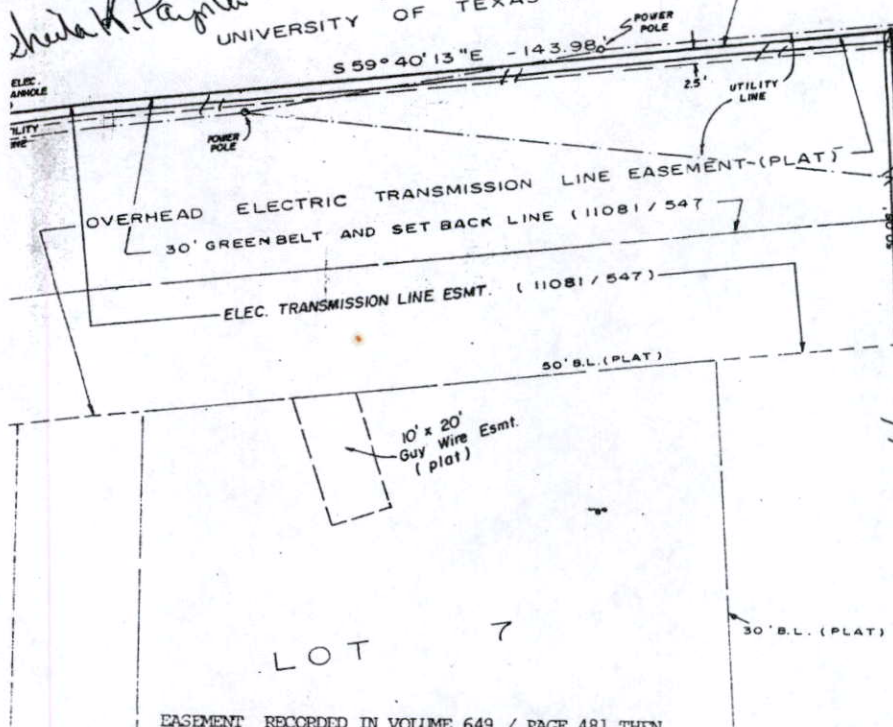
West Lake hills, Texas 78746

512-750-5229

Sheila H. Paynter 6/8/01

UNIVERSITY OF TEXAS (244/77)

(4993/512, PLAT)



LOCAL ADDRESS: 707 BULIAN LANE
REFERENCE NAME: RONALD C. PAYNTER AND SHEILA H. PAYNTER
LEGAL DESCRIPTION: LOT 7 OF "RAINBOW'S END ESTATES, SECTION A SUBDIVISION IN THE COUNTY OF TRAVIS, TEXAS, OF RECORD IN PLAT BOOK/VOL AT PAGES 189 THRU 192 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

ALL TERMS, CONDITIONS, PROVISIONS AND EASEMENTS OF THAT CERTAIN BOUNDARY AND QUITCLAIMS DATED OCTOBER 31, 1988 RECORDED IN VOLUME 10822 / PAGE 2, MODIFIED BY VOLUME 11081 / PAGE 5 THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

NOTE: EVIDENCE OF DIRT ROAD ALONG THE NORTHWESTERLY PROPERTY LINE NO LONGER EXISTED AT THE TIME OF THIS SURVEY.

RESERVATION OF EASEMENTS FOR UTILITY CONSISTING OF 7.5 FEET IN WIDTH ALONG AND ON EITHER OR BOTH SIDES OF LOT 1 AND EASEMENTS FOR INGRESS AND EGRESS UTILITY MAINTENANCE AND INSTALLATION AS SET OUT IN RESTRICTIONS RECORDED VOLUME 10489 / PAGE 652 AND VOLUME 1 PAGE 1208 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.
S 57°22'08"E - 60.00'

EASEMENT RECORDED IN VOLUME 649 / PAGE 481 THEN CONVEYED TO L.C.R.A. IN VOLUME 1487 / PAGE 245 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, AND EASEMENT RECORDED IN VOLUME 649 / PAGE 468 THEN CONVEYED TO L.C.R.A. IN VOLUME 1487 / PAGE 245 & BEING AFFECTED BY INSTRUMENT RECORDED IN VOLUME 11168 / PAGE 1323 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS AND EASEMENT RECORDED IN VOLUME 655 / PAGE 374 & BEING AFFECTED BY INSTRUMENT RECORDED IN VOLUME 11220 / PAGE 502 OF THE DEED RECORDS OF TRAVIS COUNTY, TEXAS, DO NOT AFFECT THIS TRACT.
(STATEMENT ADDED TO THIS SURVEY 02/10/94)



NORTH

SCALE 1"=20'

- o - IRON PIN FOUND
- CHAIN LINK FENCE
- IRON RAIL FENCE
- WOOD FENCE

STATE OF TEXAS 1" TO THE COUNTY OF TRAVIS I HOLDERS AND OWNERS OF

PREMISES SURVEYED AND TO THE TITLE COMPANY OF AUSTIN, INC. & COMMONWEALTH LAND INSURANCE COMPANY & CHASE MANHATTAN PERSONAL FINANCIAL SERVICES, INC. & RONALD C. PAYNTER & SHEILA H. PAYNTER

THE UNDERSIGNED DOES HEREBY CERTIFY THAT THIS SURVEY THIS DAY MADE ON THE GROUND OF THE TRACT LEGALLY DESCRIBED HEREON AND IS CORRECT AND THAT THERE ARE NO DISCREPANCIES, CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON AND THAT TRACT HAS ACCESS TO AND FROM A DEDICATED ROADWAY, EXCEPT AS SHOWN F

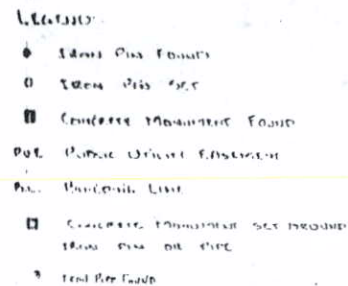
FLOOD INFORMATION: I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS NOT WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL INSURANCE ADMINISTRATION DEPARTMENT OF HUD. FLOOD HAZARD BOUNDARY MAP DATED 0 COMMUNITY-PANEL NUMBER: 48453C0205 E / ZONE: X

L. Gordon Stearns, Inc. SURVEY DATED: 02/17/94
L. GORDON STEARNS / REGISTERED PROFESSIONAL LAND SURVEYOR / NO. 4649
STEARNS AND ASSOCIATES, INC. / 11303 TEDFORD STREET / AUSTIN, TEXAS /
JOB NUMBER: 11779

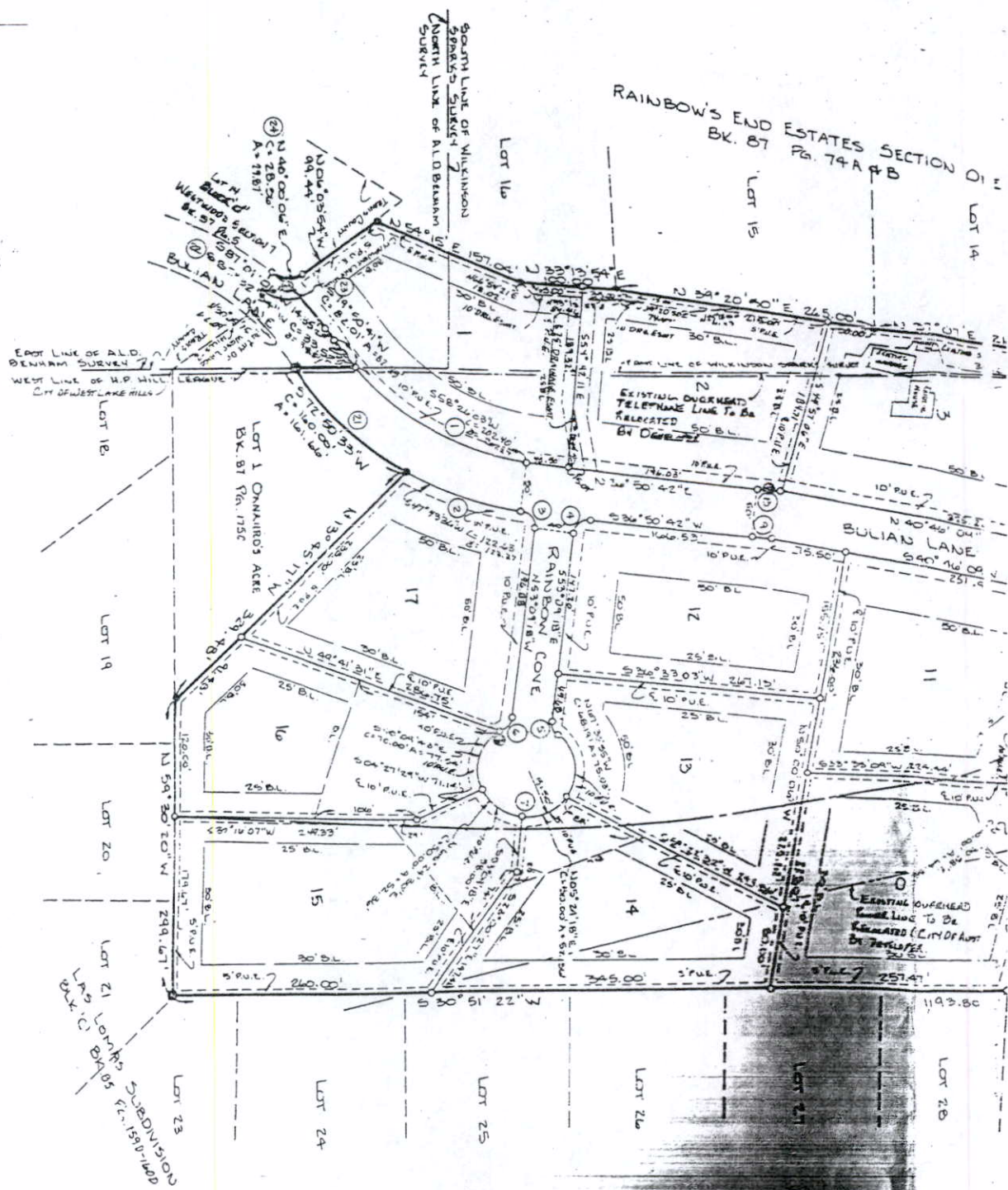
03/88

06/88

AREA FOR LOTS 19.40-ACRES
AREA FOR CEMETERY 0.50-ACRE
AREA FOR ROADWAY 2.21-ACRES
TOTAL AREA 22.36-ACRES



88/190



88/190

Return To:

CHASE MANHATTAN MORTGAGE CORPORATION
1500 N. 19TH STREET
MONROE, LA 71201
ATTENTION: POST CLOSING

Prepared By: PATTY DUNN

[Space Above This Line For Recording Data]

DEED OF TRUST

52008014
1520080140

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 26, 2003, together with all Riders to this document.

(B) "Borrower" is RONALD C PAYNTER, and spouse
SHEILA H PAYNTER

Borrower is the grantor under this Security Instrument.

(C) "Lender" is CHASE MANHATTAN MORTGAGE CORPORATION

Lender is a CORPORATION
organized and existing under the laws of the State of New Jersey

TEXAS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044 1/01

VMP-6(TX) (0005)

Page 1 of 16

Initials: SLP Rap

VMP MORTGAGE FORMS - (800)521-7291



Lender's address is 343 THORNALL STREET
EDISON, NEW JERSEY 08837
Lender is the beneficiary under this Security Instrument.
(D) "Trustee" is CHARLES A BROWN 4620 FAIRMONT

PKWY, #108, PASADENA, TX 77504 . Trustee's address is

(E) "Note" means the promissory note signed by Borrower and dated June 26, 2003
The Note states that Borrower owes Lender

Three Hundred Twenty-Two Thousand, Seven Hundred and 00/100ths
(U.S. \$ 322,700.00) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than July 1, 2018

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges
due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following
Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations,
ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final,
non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other
charges that are imposed on Borrower or the Property by a condominium association, homeowners
association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by
check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic
instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit
or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller
machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse
transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i)
damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the
Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the
value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on,
the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the
Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its
implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to
time, or any additional or successor legislation or regulation that governs the same subject matter. As used
in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard

to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the COUNTY of TRAVIS :

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

LOT 7, RAINBOW'S END ESTATE, SECTION TWO, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 88, PAGE 189, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Parcel ID Number: 01111108050000
707 BULIAN LANE
AUSTIN

which currently has the address of
[Street]
[City], Texas 78746 [Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S.

currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be

in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the

SHD
RCP

lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with



RONALD C PAYNTER
52008014 / 1520080140
06/26/03

CHASE MANHATTAN MORTGAGE CORPORATION
9020 CAPITAL OF TEXAS HWY NORTH, I-170
AUSTIN, TEXAS 78759

FEDERAL TRUTH IN LENDING STATEMENT

<u>ANNUAL PERCENTAGE RATE</u>	<u>FINANCE CHARGE</u>	<u>Amount Financed</u>	<u>Total of Payments</u>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.79%	\$ 129,976.74	\$ 321,835.00	\$ 451,811.74

Your Payment Schedule will be: (No. means Number of Monthly Payments at amount shown)

NO.	AMOUNT	DATE DUE	NO.	AMOUNT	DATE DUE	NO.	AMOUNT	DATE DUE
		MONTHLY BEGINNING			MONTHLY BEGINNING			MONTHLY BEGINNING
179	\$ 2,510.06	08/01/03						
1	\$ 2,511.00	07/01/18						

Variable Rate Feature:

☐ This loan has a Variable Rate Feature. Variable Rate Disclosures have been provided to you earlier.

Security: You are giving a security interest in certain real property located at:

707 BULIAN LANE, AUSTIN, TX 78746

Late Charge: If your payment is delinquent for 15 days or more, you will pay a late charge of 5 % of the payment in accordance with the terms of your note.

attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA

requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by Applicable Law. Lender shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be made at public vendue. The sale must begin at the time stated in the notice of sale or not later than three hours after that time and between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty from Borrower. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:

☐ **Purchase Money.**

The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

☐ **Owelty of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owelty of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☒ **Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

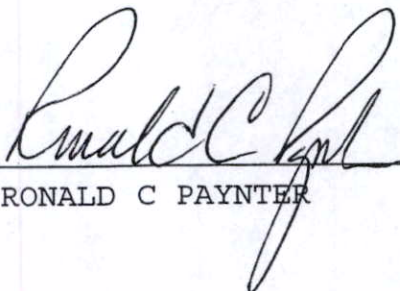
28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owelty lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

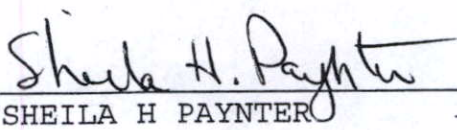
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

(Seal)
-Borrower

(Seal)
-Borrower


(Seal)
RONALD C PAYNTER -Borrower


(Seal)
SHEILA H PAYNTER -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

STATE OF TEXAS

County of TRAVIS

Before me BELINDA GARZA on this day personally appeared

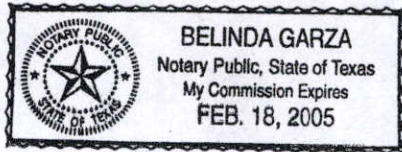
RONALD C PAYNTER, and spouse
SHEILA H PAYNTER

known to me (or proved to me on the oath of
or through TR DC) to be the person whose name is subscribed to the
foregoing instrument and acknowledged to me that he/she/they executed the same for the purposes and
consideration therein expressed.

Given under my hand and seal of office this 26th day of June, 2003

(Seal)

[Signature]
Notary Public



My Commission Expires:

VMP-6(TX) (0005)

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Initials: SLP
RCP

Form 3044 1/01

RENEWAL AND EXTENSION EXHIBIT

TO BE ATTACHED TO THE DEED OF TRUST

This Renewal and Extension Exhibit is incorporated into and shall amend and supplement the Security Instrument of even date herewith. The Note is in renewal and extension, but not in extinguishment, of the indebtedness, whether one or more, described as follows:

See attached Renewal & Extension Continuation

Lender is expressly subrogated to all rights, liens, equities and remedies securing the original holder(s) of the above debt(s) and the original lien(s) securing the same are renewed and extended to the date of maturity of the Note secured by the Security Instrument in renewal and extension of the indebtedness. Borrower acknowledges that the lien(s) securing the prior debt(s) is valid, that the lien(s) subsists against the Property, and that by this instrument it is renewed and extended in full force until the Note is paid, even though the original lien(s) is released and not assigned to Lender.

This renewal and extension is not a refinance of a debt any portion of which is an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI, of the Texas Constitution.

In addition to the refinance of principal and any interest, if Lender is advancing all or a portion of the costs necessary to refinance debt on the Property, Borrower acknowledges that these costs are reasonable and necessary costs to refinance such debt. Borrower has received no funds from this Loan but only the benefit of those sums advanced for the payment of 1) principal and any interest on loans being refinanced, 2) any reasonable and necessary closing costs, and 3) any refund to Borrower of closing costs escrowed in connection with the Loan advanced by Borrower. If any portion of the Loan secures a debt for work or material used in constructing improvements on the Property, Borrower understands that funds not used in such construction, if any, must first be used to reduce the unpaid principal of the Loan or, at Lender's option, the Note must be modified to evidence the actual funds advanced.

Initials: SUP Rep

Renewal and Extension Exhibit (Texas)

THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 • Fax (972) 392-2891

www.compliancesource.com

(page 1 of 1 pages)

04505TX 08/98 Rev. 07/99

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RENEWAL & EXTENSION EXHIBIT CONTINUED

Residential Construction Note and Residential Construction Contract in the amount of \$ 43,334.28 executed by RONALD C. PAYNTER and SHEILA H. PAYNTER payable to the order of THRESHER CO., INC. securing the property described thereon, and is or will be filed of record in the Real Property Records of Travis County, Texas.

DEED OF TRUST EXECUTED BY RONALD C. PAYNTER AND SHEILA H. PAYNTER, TO CHARLES A. BROWN, TRUSTEE, DATED JUNE 8, 2001, FILED FOR RECORD ON JUNE 14, 2001 IN THE OFFICIAL RECORDS OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, UNDER INSTRUMENT FILE NUMBER 2001096170, SECURING THE PAYMENT OF ONE NOTE OF EVEN DATE THEREWITH IN THE PRINCIPAL SUM OF \$275,000.00, DUE AND PAYABLE TO CHASE MANHATTAN MORTGAGE, CORP AND BEARING INTEREST AS PROVIDED; AND ALL THE TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL INDEBTEDNESS, IF ANY, SECURED BY SAID INSTRUMENT.

DEED OF TRUST EXECUTED BY RONALD C. PAYNTER AND SHEILA H. PAYNTER, TO CHARLES A. BROWN, TRUSTEE, DATED JUNE 8, 2001, FILED FOR RECORD ON JUNE 14, 2001 IN THE OFFICIAL RECORDS OF THE COUNTY CLERK OF TRAVIS COUNTY, TEXAS, UNDER INSTRUMENT FILE NUMBER 2001096171, SECURING THE PAYMENT OF ONE NOTE OF EVEN DATE THEREWITH IN THE PRINCIPAL SUM OF \$34,530.00, DUE AND PAYABLE TO CHASE MANHATTAN MORTGAGE, CORP AND BEARING INTEREST AS PROVIDED; AND ALL THE TERMS, CONDITIONS AND STIPULATIONS CONTAINED THEREIN, INCLUDING, BUT NOT LIMITED TO, ANY ADDITIONAL INDEBTEDNESS, IF ANY, SECURED BY SAID INSTRUMENT.

EXHIBIT 'A-1'

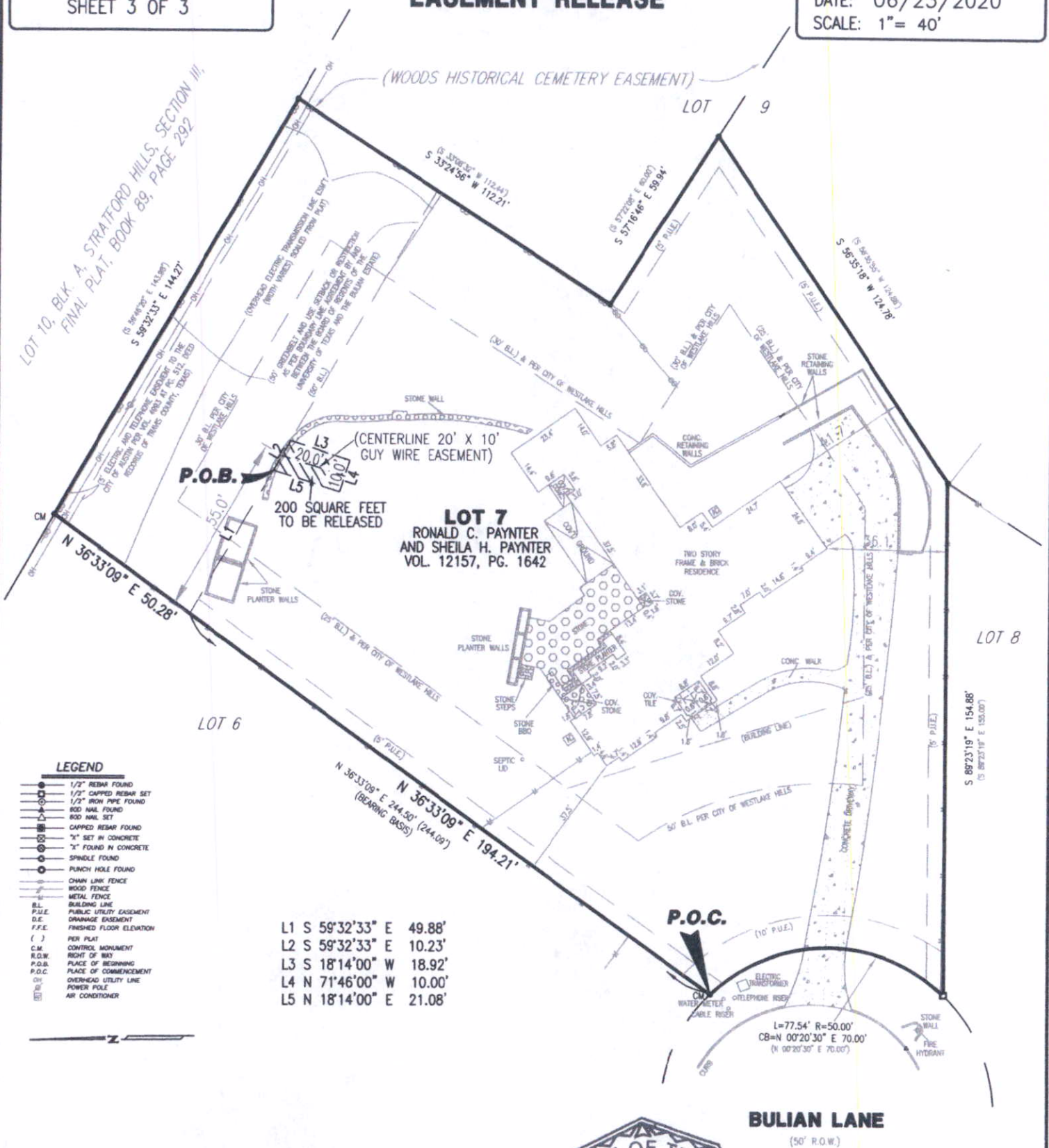
SHEET 3 OF 3

SKETCH TO ACCOMPANY FIELD NOTES EASEMENT RELEASE

JOB #: B0606120_ER

DATE: 06/23/2020

SCALE: 1" = 40'



B & G SURVEYING, LLC

FIRM REGISTRATION NO. 100363-00

WWW.BANDGSURVEY.COM

1404 West North Loop Blvd.

Austin, Texas 78756

Office 512*458-6969



I, Victor M. Garza, Registered Professional Surveyor in the State of Texas, hereby certify that the foregoing metes and bounds, description and sketch were based on an on the ground survey.

EXHIBIT " A-1 "
200 SQUARE FEET

RELEASE OF
10' x 20' GUY WIRE EASEMENT

BEING 200 SQUARE FEET OF LAND, OUT OF LOT 7, RAINBLOW'S END ESTATES, SECTION TWO, A SUBDIVISION SITUATED IN TRAVIS COUNTY, TEXAS AS RECORDED IN VOLUME 88, PAGES 189-192, PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAME BEING OUT OF A TRACT OF LAND CONVEYED TO RONALD C. PAYNTER AND SHEILA H. PAYNTER BY GENERAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN VOLUME 12157, PAGE 1642, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS; SAID 200 SQUARE FEET BEING ALL OF THAT 10' x 20' GUY WIRE EASEMENT (GE) RESERVED OUT OF SAID LOT 7 AS DEPICTED IN SAID VOLUME 88, PAGES 189-192, PLAT RECORDS OF TRAVIS COUNTY, TEXAS; SAID 200 SQUARE FEET OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½" iron rebar found in the east line of Bulian Lane, said point being the common south corner of said Lot 7 and Lot 6 of said Rainbow's End Estates, Section Two;

THENCE N 36°33'09" E (Bearing Basis), along southeast line of said Lot 6 and northwest line of said Lot 7, a distance of 194.21 feet to a point, from which the northeast corner of said Lot 6 and the northwest corner of said Lot 7 bears N 36°33'09" E, a distance of 50.28 feet;

THENCE S 59°32'33" E, over and across said Lot 7, a distance of 49.88 feet along the southern line of a fifty (50) foot greenbelt and use setback or restriction as per boundary line agreement by and between the Board of Regents of the University of Texas and the Bulian Estate to a point at the northwestern corner of said GE for the **PLACE OF BEGINNING** hereof;

THENCE S 59°32'33" E, continuing over and across said Lot 7, a distance of 10.23 feet along said southern line of said fifty (50) foot greenbelt and use setback to a point for the northeast corner hereof;

THENCE S 18°14'00" W, leaving said southern line of said fifty (50) foot greenbelt and use setback, continuing over and across said Lot 7, a distance of 18.92 feet to a point for the southeast corner hereof;

THENCE N 71°46'00" W, continuing over and across said Lot 7, a distance of 10.00 feet to a point for the southwest corner hereof;

THENCE N 18°14'00" E, continuing over and across said Lot 7, a distance of 21.08 feet to the **PLACE OF BEGINNING** hereof and containing 200 square feet, more or less.

THIS DESCRIPTION TO BE USED WITH THE ATTACHED SKETCH ONLY.

Anjali Naini

From: Sheila Paynter [REDACTED] >
Sent: Thursday, July 23, 2020 12:32 PM
To: Anjali Naini
Cc: Ron Paynter
Subject: FW: Easement Release Application/707 Bulian Lane

Follow Up Flag: Follow up
Flag Status: Flagged

Anjali,

We have a small guy wire easement in our backyard for a power pole that is just inside our property line at the back of our house. Our house was built in 1991/1992 and there has never been a guy wire on the easement. The guy wire is on the back of the pole and on the land behind our lot. We were told to contact Austin Energy and they told us to contact City of Austin. After dealing with City of Austin and sending them all the information they requested and having a survey done for them as requested, they told us that we needed to contact Travis County. We did that and was told by Travis County that we are in Westlake Hills and they would have to release the easement. We told City of Austin in the beginning that we were in Westlake Hills not COA but was told to go through COA. Then they finally told us to go to Travis County.

This is the email chain Ron sent and received in regards to releasing the buy wire easement in the back of our property. Please let us know what needs to be done to get the easement released and vacated from our lot at 707 Bulian Lane.

Thank you again for all of your help.

Sheila Paynter
Wilson & Goldrick Realtors
512.695.9174 (cell)
512.328.0022 (office)
[REDACTED]

From: Ron Paynter [REDACTED] >
Date: Tuesday, July 21, 2020 at 12:45 PM
To: 'Sheila Paynter' [REDACTED] >
Subject: FW: Easement Release Application

From: Smith, Mashell <Mashell.Smith@austintexas.gov>
Sent: Monday, July 20, 2020 7:37 AM
To: Ron Paynter <[REDACTED]>
Cc: CLMD Land Management <LandManagement@austintexas.gov>
Subject: RE: Easement Release Application

Mr. Paynter,

I think the confusion on my side was Wendi approving the “potential” release. I should have read closer your email dated June 8, 2020. If I had known then more about the property profile and it’s different layers I would have stopped and looked more closely. I was relying on Austin Energy to have confirmed rights. I think Wyndi simply looked through her lens of “does AE need a guy wire at this property” and the answer appears to have been “no” thus she sent an email stating AE would agree to release. Again, I apologize that neither Wendi nor I stopped to confirm what jurisdiction your home was in. I understand you pointed this out several times. I do think that either entity Westlake Hills or Travis County may have you check with the City to get confirmation that the City does not have need for the guy wire so at least you are a step ahead on this one box to check.

Mashell

From: Ron Paynter <[REDACTED]>
Sent: Sunday, July 19, 2020 12:50 PM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: FW: Easement Release Application

Mashell, here is the email trail I referred to in my prior email where you directed me to work through the COA?

From: Ron Paynter <[REDACTED]>
Sent: Friday, June 26, 2020 3:40 PM
To: 'Smith, Mashell' <Mashell.Smith@austintexas.gov>
Subject: RE: Easement Release Application

Thanks and yes I have set up an account just waiting for it to get activated. Thanks

From: Smith, Mashell <Mashell.Smith@austintexas.gov>
Sent: Friday, June 26, 2020 1:21 PM
To: Ron Paynter <[REDACTED]>
Subject: RE: Easement Release Application

Send an email to landmanagement@austintexas.gov

She will get with you ~ have you also set up an account in A, B + C ?

<https://abc.austintexas.gov/web/permit/index>

I’m available as well ~ I believe you have my cell number.

From: Ron Paynter [[mailto:\[REDACTED\]](#)]
Sent: Friday, June 26, 2020 9:04 AM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: RE: Easement Release Application

Mashell, I have the survey and all the documents to move forward. Please let me know how I can get in touch with Jenny King. Thanks

From: Smith, Mashell <Mashell.Smith@austintexas.gov>
Sent: Monday, June 8, 2020 12:41 PM
To: [REDACTED]
Subject: RE: Easement Release Application

Yes please work with Jenny King with the City of Austin. Can you start an account with A, B + C connect? How long have they quoted you to get a survey of the easement to be released?

From: [REDACTED]
Sent: Monday, June 8, 2020 12:14 PM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: Re: Easement Release Application

Yes, Wendi approved the release but did not say anything about the COA inheriting the easement. Do I move forward with the application with you and the COA?

Sent from my iPhone

On Jun 8, 2020, at 11:48 AM, Smith, Mashell <Mashell.Smith@austintexas.gov> wrote:

This is the guy wire easement right? The City inherited it ~ didn't Wendy confirm that? If so then it will need to go through COA easement release process and will be recorded of record with Travis County.

From: [REDACTED]
Sent: Monday, June 8, 2020 11:21 AM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: Re: Easement Release Application

I do not live in Lost Creek. My address is 707 Bulian Lane, West Lake Hills 78746

Sent from my iPhone

On Jun 8, 2020, at 8:34 AM, Smith, Mashell <Mashell.Smith@austintexas.gov> wrote:

Ron,

I'm sorry I field a lot of "these" emails/calls. Aren't you the gentleman that has the house in Lost Creek? If so, Lost Creek was annexed by the City of Austin a couple of years ago. The easement release document would be filed with Travis County. If you are not the person in Lost Creek can you remind me of your address?

Thank you,
Mashell

From: Ron Paynter <[REDACTED]>
Sent: Monday, June 8, 2020 8:30 AM
To: Smith, Mashell <Mashell.Smith@austintexas.gov>
Subject: RE: Easement Release Application

*** External Email - Exercise Caution ***

Thanks for all the information. Just to be sure, the property is in West Lake Hills and not in the city of Austin. Do we still file with the city or do we file with Travis County?

From: Smith, Mashell <Mashell.Smith@austintexas.gov>
Sent: Friday, June 5, 2020 11:48 AM
To: Ron Paynter <[REDACTED]> CLMD Land Management
<LandManagement@austintexas.gov>
Subject: FW: Easement Release Application

Ron,

Here is the email I said the team member that processes easement releases distributes. I did clarify that the Deed of Trust is the conveyance instrument. It would be helpful to also have a copy of the lien release but it certainly isn't necessary. After you have read through the email, let me know if you have additional questions.

Mashell

Hi,

We are currently accepting applications online through our AB+C portal. Payments can be made online as well.

Attached are our application instructions. We have COA-specific requirements for surveys, so please be sure to pass the survey instructions along to the surveyor. Please use the attached checklist to verify all the requirements are met.

The steps for using the AB+C portal are shown below.

Easement release applications must be submitted electronically through the city's Austin Build + Connect webpage at the following link for permit applications: <https://abc.austintexas.gov/web/permit>

1. Register as a new account, or log into an existing account
2. Select "Apply for Right of Way Permits"
3. Select "Land Management"
4. Choose the type of Application Process: "Easement Release"
5. Select the Type of Easement (i.e. Water Line, Electric, Public Utility, etc....) to be released. Please note the survey describing the easement release tract should assist in identifying the type of easement
6. Follow on-screen instructions and upload required documents
7. Submit application. An email notification will be sent "Accepting" the application, or "Requires Additional" information
8. Pay application fee online ("[My Bills](#)")

The following **documents and materials** are required to be uploaded on the Attachment Page to submit an application:

1. Completed Application for Easement Release
2. Warranty deed evidencing current ownership of the property
3. Instrument that dedicated the easement, i.e.. separate instrument or subdivision plat

4. Subdivision map or plat if land is subdivided
5. A survey which specifically describes the easement area to be released, it must have the surveyor's seal and signature (see attached Instructions to Surveyor)
6. Parcel ID detail report from a County Appraisal District website
7. Online payment of \$1,000 application fee (upon acceptance of application)

Please be sure that these documents are not locked - we need to be able to add our file numbers to them and combine them into one packet for our reviewers.

What to expect regarding the timeline:

Please note that the entire process can take 4 to 6 months. The initial review by COA Departments holding rights to the easement usually takes around 3 weeks. If any reviewers reject the application, you may work directly with them to address their comments. Once approved by all reviewers, the file then moves forward to the survey review, which can take about 6 to 8 weeks. If our RPLS has markups, we will contact the applicant and ask for those survey revisions (time varies). Once the survey revisions are received, we will have the survey approved (we will notify you of approval and request recording fees) and proceed with drafting the easement release. From receipt of the revised survey to recording, please allow about 2 to 3 weeks.

Please let me know of any questions.

Thank you,
Jenny

CAUTION: This email was received at the City of Austin, from an EXTERNAL source. Please use caution when clicking links or opening attachments. If you believe this to be a malicious and/or phishing email, please forward this email to CSIRT@austintexas.gov.

Anjali Naini

From: Sheila Paynter <[REDACTED]>
Sent: Thursday, July 23, 2020 12:15 PM
To: Anjali Naini
Cc: Ron Paynter
Subject: FW: [CAUTION EXTERNAL] easement release

Follow Up Flag: Follow up
Flag Status: Flagged

Anjali,

This is the last email we have concerning this matter and it is a response from our email to Travis County to vacate this easement.

Thank you!

Sheila Paynter
Wilson & Goldrick Realtors
512.695.9174 (cell)
512.328.0022 (office)
[REDACTED]

From: Ron Paynter [REDACTED]
Date: Tuesday, July 21, 2020 at 12:44 PM
To: 'Sheila Paynter' [REDACTED] >
Subject: FW: [CAUTION EXTERNAL] easement release

From: Sara Sternberg <Sara.Sternberg@traviscountytexas.gov>
Sent: Monday, July 20, 2020 2:41 PM
To: Ron Paynter [REDACTED] >
Cc: 'Henson, Wendi' <Wendi.Henson@austinenergy.com>
Subject: RE: [CAUTION EXTERNAL] easement release

Hi Ron,

I am showing that 707 Bulian Lane is in full-purpose West Lake Hills. It is not in Travis County development jurisdiction. You will need to contact them regarding the easement release.

Thank you,

Sara

Sara Sternberg
Engineering Specialist

Ph: 512-854-7689

Travis County TNR
700 Lavaca Street, 5th floor
Austin, Texas 78701

**Telecommuting M-Th , Off Friday*

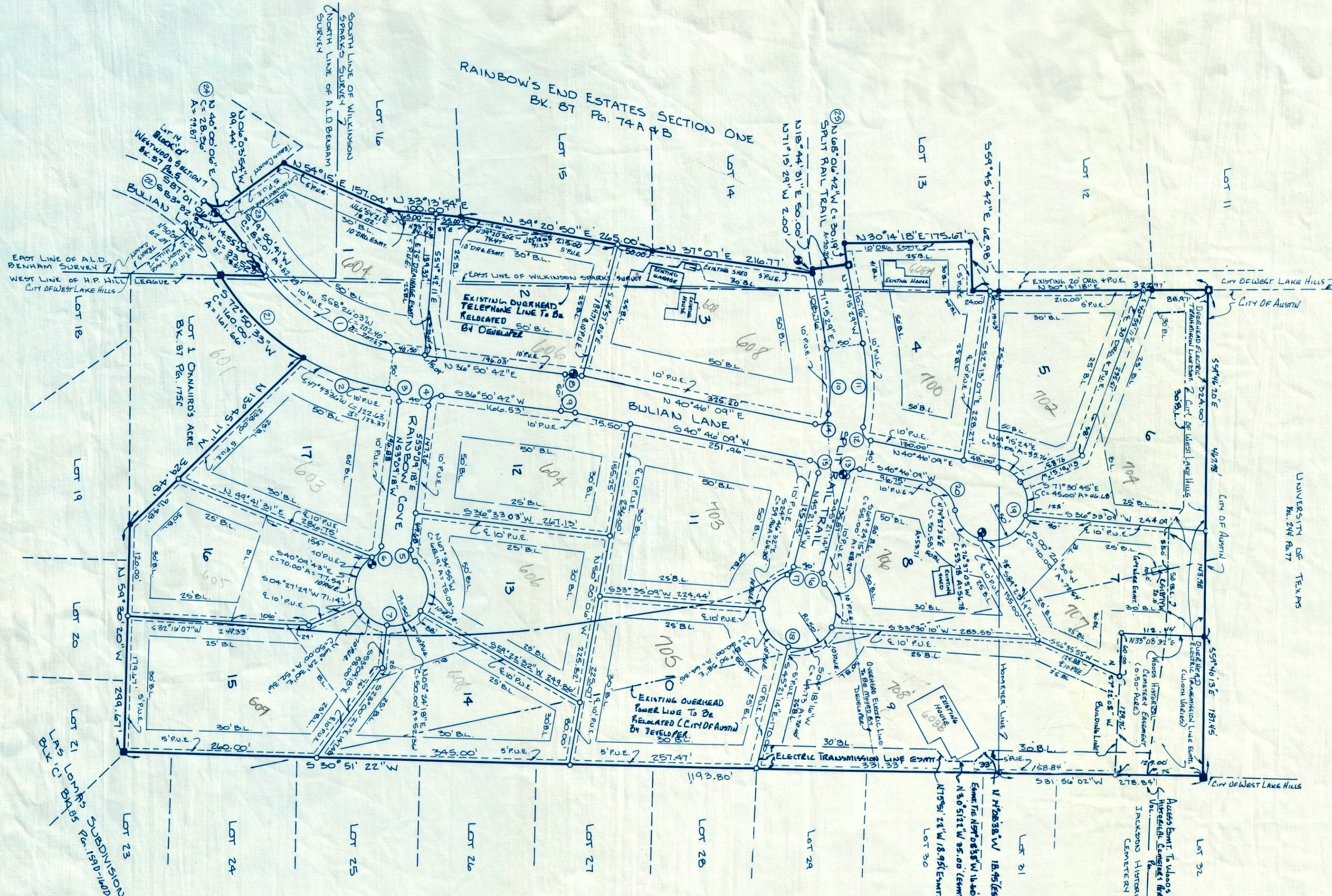
From: Ron Paynter [REDACTED]
Sent: Sunday, July 19, 2020 1:09 PM
To: Sara Sternberg <Sara.Sternberg@traviscountytexas.gov>
Cc: 'Henson, Wendi' <Wendi.Henson@austinenenergy.com>
Subject: [CAUTION EXTERNAL] easement release

CAUTION: This email is from OUTSIDE Travis County. Links or attachments may be dangerous. Click the Phish Alert button above if you think this email is malicious.

Sara, Wendi has requested that I reach out to you as I am trying to get a guy wire easement release. I was originally going through the City of Austin as requested by they indicate now that I need to go through Travis County. The easement has not been used in the 28 years we have occupied the address at 707 Bulian Lane West Lake Hills Tx. 78746. I had previously sent the City of Austin all necessary paperwork required but your requirements might be different. Could you please send me what is needed to obtain a release. FYI, Austin Energy has indicated that they would release the easement once all requirements are meet. Thank you and I look forward to your response. Ron Paynter

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RAINBOW'S END ESTATES SECTION TWO

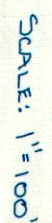
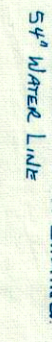


- LEGEND:
- IRON PIN FOUND
 - IRON PIN SET
 - CONCRETE MONUMENT FOUND
 - PUBLIC UTILITY EASEMENT
 - BULIANT LANE
 - CONCRETE MONUMENT SET AROUND IRON PIN OR PIPE
 - IRON PIPE FOUND
 - FIRE HYDRANT

LOT NUMBER	AREA (ACRES)
1	1.08
2	1.00
3	1.37
4	1.02
5	1.01
6	1.17
7	1.02
8	1.01
9	1.29
10	1.29
11	1.28
12	1.00
13	1.00
14	1.02
15	1.32
16	1.04
17	1.05
AREA FOR LOTS 19.40 ACRES	
AREA FOR CEMETERY 0.50-ACRE	
AREA FOR ROADWAY 2.74 ACRES	
TOTAL AREA 22.36-ACRES	

SCALE: 1"=100'

EASEMENT DETAIL SHEET



RAINBOW'S END ESTATES
SECTION TWO
EASEMENT CALL SHEET

CURVE TABLE

Curve No.	Central Angle	Radius (ft.)	Tangent (ft.)	Arc (ft.)	Chord Length (ft.)	Chord Bearing
1	43° 11' 05"	275.00	108.84	207.27	202.40	S 58° 26' 03" W
2	21° 04' 58"	325.00	62.44	123.37	122.63	N 47° 43' 36" E
3	90° 00' 00"	15.00	15.00	23.56	21.21	N 81° 50' 42" E
4	90° 00' 00"	15.00	15.00	23.56	21.21	N 08° 09' 18" W
5	57° 25' 02"	15.00	8.22	15.03	14.41	N 81° 51' 49" W
6	57° 25' 02"	15.00	8.22	15.03	14.41	S 24° 26' 47" E
7	294° 50' 04"	50.00	-----	257.29	53.85	N 36° 50' 42" E
8	03° 55' 27"	325.00	11.13	22.26	22.25	S 38° 48' 26" W
9	03° 55' 27"	275.00	9.42	18.83	18.83	N 38° 48' 26" E
10	17° 40' 48"	275.00	42.77	84.86	84.52	S 62° 24' 59" E
11	14° 32' 27"	325.00	55.96	110.84	110.31	N 61° 29' 16" W
12	82° 30' 49"	15.00	14.36	22.91	20.75	S 84° 31' 34" W
13	86° 07' 23"	15.00	14.02	22.55	20.48	N 02° 17' 33" W
14	94° 20' 50"	15.00	16.18	24.70	22.00	S 06° 24' 16" E
15	93° 52' 37"	15.00	16.05	24.58	21.92	N 87° 42' 28" E
16	57° 25' 02"	15.00	8.22	15.03	14.41	S 74° 03' 45" W
17	57° 25' 02"	15.00	8.22	15.03	14.41	N 16° 38' 43" W
18	294° 50' 04"	50.00	-----	257.29	53.85	S 44° 38' 46" W
19	248° 22' 54"	50.00	-----	216.75	82.72	S 15° 02' 24" E
20	68° 22' 54"	45.00	30.57	53.71	50.58	N 74° 57' 36" E
21	28° 30' 00"	325.00	82.54	161.66	160.00	S 72° 50' 33" W
22	06° 59' 17"	275.00	16.79	33.54	33.52	S 83° 32' 34" W
23	14° 25' 33"	326.60	41.33	82.23	82.01	S 79° 50' 41" W
24	63° 34' 00"	26.92	16.68	29.87	28.36	N 40° 00' 06" E
25	06° 17' 34"	275.00	15.12	30.20	30.19	N 68° 06' 42" W

CALLS FOR THE CENTERLINE OF A 15-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10313, PAGE 943:

- 1) S 30° 51' 22" W 7.72
- 2) N 45° 21' 14" W 172.41
- 3) N 47° 03' 02" W 100.71
- 4) N 45° 21' 14" W 171.46
- 5) N 58° 18' 22" W c=129.77 a=130.89 Delta=25° 54' 15" R=289.50
- 6) N 71° 15' 29" W 31.62

CALLS FOR THE PERIMETER OF A 15-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10313, PAGE 953:

- 7) S 29° 45' 56" W 15.28
- 8) N 71° 15' 29" W 52.60
- 9) N 30° 14' 04" E 15.30
- 10) S 71° 15' 29" E 52.47

CALLS FOR THE PERIMETER OF A 15-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10313, PAGE 945:

- 11) S 30° 14' 04" W 15.30
- 12) N 71° 15' 29" W 6.66
- 13) N 68° 59' 34" W c=18.42 a=18.42 Delta=04° 31' 50" R=233.00
- 14) N 18° 44' 31" E 15.05
- 15) S 68° 50' 12" E c=18.42 a=18.42 Delta=04° 50' 35" R=218.00
- 16) S 71° 15' 29" E 9.71
- 17) N 18° 44' 31" E 27.21

CALLS FOR THE PERIMETER OF A 25-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10560, PAGE 388:

- 18) S 30° 51' 22" W 15.78
- 19) S 30° 51' 22" W 10.26
- 20) N 45° 21' 14" W 173.45
- 21) N 36° 03' 00" W 154.50
- 22) N 45° 21' 14" W 119.23
- 23) N 58° 18' 22" W c=141.23 a=142.42 Delta=25° 54' 15" R=315.00
- 24) N 71° 15' 29" W 110.76
- 25) N 18° 44' 31" E 10.00
- 26) N 68° 06' 42" W c=30.19 a=30.20 Delta=06° 17' 35" R=275.00
- 27) N 30° 14' 18" E 15.07
- 28) S 68° 15' 49" E c=27.16 a=27.18 Delta=05° 59' 20" R=260.00
- 29) S 71° 15' 29" E 110.76
- 30) S 58° 18' 22" E c=152.41 a=153.72 Delta=25° 54' 15" R=340.00
- 31) S 45° 21' 14" E 121.25
- 32) S 36° 03' 00" E 152.79
- 33) S 45° 21' 14" E 166.90

CALLS FOR THE 30-FOOT WIDE ELECTRIC AND WATER LINE EASEMENT PER VOLUME 10560, PAGE 393:

- 34) N 59° 30' 20" W 30.00
- 35) N 30° 51' 22" E 870.02
- 36) S 45° 21' 14" E 30.89
- 36a) S 30° 51' 22" W 862.47

CALLS FOR THE CENTERLINE OF A 20-FOOT WIDE WATER LINE EASEMENT PER VOLUME 10560, PAGE 383:

- 37) N 59° 30' 20" W 181.44
- 38) N 33° 11' 22" E 294.67
- 39) N 28° 17' 22" E c=244.65 a=245.09 Delta=09° 48' 00" R=1432.09
- 40) N 23° 23' 22" E 95.46
- 41) N 19° 53' 52" E 164.78
- 42) N 05° 25' 53" W c=204.27 a=211.08 Delta=50° 39' 30" R=238.73
- 43) N 42° 37' 38" W c=98.18 a=98.89 Delta=23° 44' 00" R=238.73
- 44) N 54° 29' 38" W 11.67
- 45) N 63° 23' 08" W c=147.60 a=148.19 Delta=17° 47' 00" R=477.47
- 46) N 72° 16' 38" W 20.58
- 47) N 70° 13' 19" W c=58.71 a=58.72 Delta=04° 06' 38" R=818.51

CALLS FOR THE PERIMETER OF THE 54" WATER LINE'S EASEMENT PER CAUSE #1243 AS FOUND IN THE COUNTY COURT AT LAW #3 PROBATE DEPARTMENT RECORDS, TRAVIS COUNTY, TEXAS:

- 48) S 30° 05' 15" W 6.87
- 49) N 58° 29' 33" E c=211.07 a=219.77 Delta=56° 11' 43" R=224.08
- 50) N 38° 57' 33" E c=173.73 a=174.38 Delta=17° 07' 44" R=583.29
- 51) N 40° 24' 48" E c=154.01 a=154.40 Delta=14° 13' 15" R=622.09
- 52) N 33° 18' 10" E 270.58
- 53) N 04° 19' 20" W 23.07

- 54) N 66° 18' 50" W c=99.59 a=99.76 Delta=11° 40' 17" R=489.74
- 55) N 72° 08' 58" W 20.59
- 56) N 70° 08' 01" W c=60.98 a=60.99 Delta=04° 01' 55" R=866.76
- 57) S 18° 44' 31" W 18.43
- 58) N 18° 44' 31" E 15.02
- 59) S 70° 06' 21" E c=60.75 a=60.76 Delta=04° 05' 14" R=851.76
- 60) S 72° 08' 58" E 20.59
- 61) S 04° 19' 20" E c=129.00 a=129.36 Delta=14° 41' 03" R=504.74
- 62) S 33° 18' 10" W 280.80
- 63) S 40° 24' 48" W c=161.43 a=161.85 Delta=14° 13' 15" R=652.09
- 64) S 38° 57' 33" W c=164.79 a=165.41 Delta=17° 07' 44" R=553.29
- 65) S 58° 49' 23" W c=241.90 a=252.13 Delta=56° 51' 24" R=254.07
- 66) S 83° 57' 33" W 17.05
- 67) S 30° 05' 15" E 36.17