



CITY OF WEST LAKE HILLS, TEXAS
NOTICE OF ZONING & PLANNING COMMISSION (ZAPCO) REGULAR MEETING
Wednesday, November 16, 2022 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 Meeting on the 16th day of November, 2022 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:

Due to the COVID-19 status in Travis County, any citizens or applicants that wish to speak at the meeting are encouraged to attend virtually, as the number of people in the chambers will be limited due to physical distancing. Facial coverings are not required, but highly recommended, and will be available for any that need one.

Join Zoom Meeting:

<https://us02web.zoom.us/j/3499549035>

Meeting ID: 349 954 9035

If you wish to listen to the meeting via telephone: Dial (346) 248-7799, Meeting ID 349 954 9035.

If you wish to speak during the meeting or provide written comments, please provide your name, phone number, comments, and the item number you wish to speak on to pzsec@westlakehills.gov by 1:00 P.M. on November 16, 2022.

1. Call to Order. Chairman Robert Meisel.
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 October 19, 2022 Regular Zoning and Planning Commission Meeting Minutes.
 - b. Report on Board of Adjustment and City Council Responses.

3. Land Use 803 Westlake Drive - Discussion/Recommendation on a proposed 6-lot single family subdivision for a tract of land totaling 8.42 acres (Chapter 36 of the West Lake Hills Code). Applicants Doyle and Colleen Moore.
4. Land Use 902 Live Oak Circle - Discussion/Recommendation on a request for an amended plat, Amended Plat of Lot 20 and Lot 34, Mayo Addition, 900 Live Oak Ridge Road, and 902 Live Oak Circle, combining two lots into a single lot (Chapter 36 of the West Lake Hills Code). Applicants Jason and Jessica Karp.
5. Land Use 1000 Live Oak Circle - Discussion/Recommendation for a variance to allow a fence to encroach in the front yard fence setback (Section 22.03.173 of the West Lake Hills Code). Applicant Alexis Viator.
6. Land Use 103 Yaupon Valley - Discussion/Recommendation on variances to remove 5 trees with diameters larger than 14 inches and three encroachments into building setbacks for the construction of a new single family residence (Sections 22.03.304 and 22.03.281 of the West Lake Hills Code). Applicants Ashton and Erica Weinberger.
7. Land Use 309 Westhaven Drive - Discussion/Recommendation on variances to remove a tree with a diameter larger than 14 inches and two side setback encroachments for a remodel/addition to an existing single family residence (Sections 22.03.304 and 22.03.281 of the West Lake Hills Code). Applicant Michael Crockett.
8. Land Use 1425 Redbud Trail - Discussion/Recommendation on a variance to encroach on a non-conforming front building setback to add a second story (Section 22.03.281 of the West Lake Hills Code). Applicant Nick Mehl.
9. Land Use 1635 Westlake Drive - Discussion/Recommendation on a variance to remove two trees with diameters larger than 14 inches for the construction of a new single family residence (Section 22.03.304 of the West Lake Hills Code). Applicant Daniel Cherian.
10. Adjournment. Chairman Robert Meisel.

Robert Meisel, Chairman
By Mark Littrell, Zoning & Planning
Secretary

Certificate

I certify that the above Notice of the November 16, 2022 Zoning & Planning Commission Meeting was posted on the bulletin board at the Municipal Building, 911 Westlake Drive, West Lake Hills, Texas on 11th, day of November, 2022 at 5:00 pm. and will remain posted continuously until said meeting is convened.

By Mark Littrell, Zoning & Planning Secretary

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, October 19, 2022 at 6:30 PM

1. Call to Order. Chairman Robert Meisel.

With a quorum present, Chairman Robert Meisel called the meeting to order at 6:30 p.m.

Members in attendance were Chairman Robert Meisel, Vice-Chairman Jim Pledger, Commissioners Laurie Maccini, Karen Bartoletti, James Vaughan and Patrick Stewart.

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 items unless a Commission Member or citizen so requests.

- a. Approval of the September 21, 2022 Regular Zoning and Planning Commission Meeting Minutes.

- b. Report on Board of Adjustment and City Council Responses.

COMMISSIONER BARTOLETTI MOVES TO APPROVE THE MINUTES. SECONDED BY COMMISSIONER LAURIE MACCINI. (4-1) APPROVAL. VICE-CHAIRMAN PLEDGER ABSTAINED DUE TO HIS ABSENCE LAST MONTH.

Commissioner Maccini: Made a comment that Hackberry trees are native trees and benefit wildlife.

3. Land Use 902 Redbud Trail - Discussion/Recommendation on a request for an amended plat at 902 Redbud Trail, Stonehedge Estates Replat (Chapter 36 of the West Lake Hills Code). Applicant Samy Aboel-Nil.

Staff Briefing

Director Grundman: Staff briefing is given. Staff Recommendation: Approval.

Presentation by Applicant

David Bench, representative for the homeowner, is present on Zoom for questions.

Public Hearing

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

Deliberation/Recommendation

**COMMISSIONER BARTOLETTI MOVES TO RECOMMEND APPROVAL.
SECONDED BY VICE-CHAIRMAN PLEDGER. UNANIMOUS (5-0)
APPROVAL.**

4. **Land Use 800 Rock Creek** - Discussion/Recommendation on variances to remove three trees with diameters larger than 14 inches to demolish and construct a new single family residence (Section 22.03.304 of the West Lake Hills Code). Applicant Representative Renee Godinez.

Staff Briefing

Director Grundman: This property is a corner lot with two front setbacks. The applicant worked extensively with City staff. Staff Recommendation: Approval.

Commissioner Maccini: Live Oak Tree #31 - 16.5", its not saying the tree is dying.

Director Grundman: I would defer to the applicant.

Presentation by Applicant

Rene Godinez is representing the homeowner. Regarding the tree, I don't have anything to add about it. It is not balanced.

Taylor Holt is the General Contractor on the project. That tree is unbalanced and has a bad canopy. The driveway is being moved out of the setback. The tree is in very bad health.

Renee: I agree with Taylor.

Public Hearing

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

Deliberation/Recommendation

Commissioner Maccini: Is this a spec home?

Director Grundman: I'm not sure. The existing pool is going to be removed and the new pool will comply.

Chairman Meisel: Impervious Cover?

Director Grundman: They comply.

COMMISSIONER BARTOLETTI MOVES TO RECOMMEND APPROVAL. SECONDED BY COMMISSIONER VAUGHAN SUBJECTED TO THE TREES BEING MONITORED BY THE CITY ARBORIST AND COMMENTS FROM THE NEIGHBORS. UNANIMOUS (5-0) APPROVAL AS AMENDED.

5. Land Use 1000 Live Oak Circle - Discussion/Recommendation on a variance to allow a fence 18 feet from the pavement (Section 22.03.173 of the West Lake Hills Code).
Applicant Lauren Viator.

Staff Briefing

Director Grundman: Due to safety concerns and a letter of support from a neighbor,
Staff Recommendation: Approval.

Commissioner Stewart: The 18' is for the concrete?

Director Grundman: Yes.

Commissioner Stewart: I'm concerned it could create another problem.

Vice-Chairman Pledger: It looks like most of the fence is not on their property. I'm not willing to approve this on the right-of-way.

Chairman Meisel: Was the sportcourt previously there?

Director Grundman: It was there when they bought the property.

Presentation by Applicant

Lauren Viator is the property owner. We have a basketball court with two young children. Trucks and delivery vehicles use it to turn around and it is a safety concern. We want to fence in the rest of the house. There is currently construction going on across the street. The neighbors are in support because their kids play in the yard also.

Public Hearing

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

Deliberation/Recommendation

Commissioner Bartoletti: Do you anticipate a gate?

Lauren: Only for additional parking; a swing gate.

Vice-Chairman Pledger: The pictures look like the open space is the length of a car.

Is it on your property or the right-of-way?

Lauren: I'm not sure where the right-of-way is. 18' was chosen to save the large tree.

Chairman Meisel: Would you consider getting rid of that driveway?

Commissioner Vaughan: I'd be in favor for the fence without the gate.

Commissioner Bartoletti: What is the right-of-way?

Director Grundman: Live Oak is 50' wide.

Commissioner Maccini: If you only have 12', nothing should be sticking out in the road. What would a fence do to that large tree? I want a more detailed placement of the fence.

Chairman Meisel: It cannot come outside the property line. This doesn't provide enough information.

COMMISSIONER VAUGHAN RECOMMENDS POSTPONEMENT TO GET CLEARER INFORMATION. SECONDED BY COMMISSIONER MACCINI. UNANIMOUS (5-0) ACCEPTANCE OF APPLICANT'S REQUEST TO POSTPONE TO THE NOVEMBER 16, 2022 MEETING.

6. Land Use 8 Nob Hill - Discussion/Recommendation on a variance to allow a second driveway access (Section 22.03.175(e)(2) of the West Lake Hills Code). Applicant Tom Walters.

Staff Briefing

Director Grundman: Staff briefing is given. Staff Recommendation: Denial due to lack of hardship.

Presentation by Applicant

Tom Walters is the property owner. The property is currently under construction. My hardship is no on-street parking and it would restrict emergency access. Other addresses are pointed out with more than one driveway. We are under the impervious cover and do not require tree removal.

Public Hearing

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

Deliberation/Recommendation

Commissioner Stewart: Is there any additional grading?

Tom: With the re-orientation there is less cutting than the original plan.

Chairman Meisel: Given the size of Nob Hill, it is a safety issue.

Commissioner Bartoletti: The number of additional cuts were pre-existing? The lack of parking doesn't move me very much.

Chairman Meisel: I'm thinking about somebody needing an ambulance.

Commissioner Maccini: Front yard gates and fences are causing more problems. This has a 5-car garage.

Director Grundman: Would a condition of no gated fences eliminate that?

Commissioner Vaughan: Ashby, can you walk me through your recommendation for denial?

Director Grundman: There is parking on-site. Looking at the layout you can fit many cars on site.

VICE-CHAIRMAN PLEDGER MOVES TO RECOMMEND DENIAL WITH NO HARDSHIP. SECONDED BY COMMISSIONER STEWART. UNANIMOUS (5-0) DENIAL.

7. Adjournment. Chairman Robert Meisel.

Chairman Meisel adjourns the meeting at 7:22 p.m.

Respectfully submitted,

ROBERT MEISEL, CHAIRMAN

ATTEST:

ZAPCO Secretary Mark Litrell

These minutes were approved on _____, 2020.



**BUILDING & DEVELOPMENT SERVICES DEPARTMENT
BOARD OF ADJUSTMENT AND CITY COUNCIL
ACTION REPORT**

November 16, 2022

Agenda Item: Consent Agenda: Board of Adjustment and City Council Results

Requested Action: No action required.

Background & Purpose:

At the September 15, 2021, Zoning and Planning Commission a request was made for staff to provide the results of items from the Board of Adjustment and City Council on items that were discussed and reviewed by the Zoning and Planning Commission.

Items on ZAPCO Agenda	ZAPCO Recommendation	City Council/BOA Action
902 Redbud Trail (Plat)	Approval	Approved
800 Rock Creek Drive (Trees)	Approval	Approved
1000 Live Oak Circle (Fence)	Approval	Approved
8 Nob Hill Circle	Denial	Approved

Should any ZAPCO Commissioner have any questions or feedback on the report, please contact the Director of Building and Development Services.



City of West Lake Hills Zoning & Planning Commission

AGENDA REPORT

Meeting Date:	November 16, 2022	Item Number:	3
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

803 Westlake Drive - Discussion/Recommendation on a proposed 6-lot single family subdivision for a tract of land totaling 8.42 acres (Chapter 36 of the West Lake Hills Code). Applicants Doyle and Colleen Moore.

Recommendation

Staff recommends approval of the subdivision plat as it conforms to the City of West Lake Hills settlement agreement, the Texas Local Government Code and substantially complies with the current Code of Ordinances.

Due to the fact that plat complies with the settlement agreement mentioned above, the plat approval is ministerial in nature, and both the Zoning and Planning Commission and City Council are compelled to approve the subdivision plat as submitted.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Doyle and Colleen Moore
Legal Description: Abstract 21 Survey 1 Sparks W, 8.42 Acres
Lot Size: 8.42 acres (366,775.20 square feet)
Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

The applicant has submitted a subdivision application for a six (6) lot subdivision.

- Lot 1 – 1.76 acres
- Lot 2 – 1.53 acres
- Lot 3 – 1.25 acres
- Lot 4 – 1.14 acres
- Lot 5 – 1.02 acres
- Lot 6 – 1.72 acres

A lawsuit as filed by the property owner and this application is tied to an agreement in 1972 with the Moore's and the City of West Lake Hills, where the city would grant a variance to allow 8 lots in exchange for dedication of right of way for Westlake Drive. However, the applicant has agreed to six (6) lots, all of which substantially comply with the code of ordinances.

The property will have the code required 50-foot conservation easement surrounding the property and has a large floodplain starting at the southern boundary of the property and running the length of the eastern boundary of the property. The property falls within the Edwards Aquifer Recharge Zone and will be required to comply with Texas Commission on Environmental Quality (TCEQ) rules and permit approval from TCEQ.

The subdivision will be accessed via a joint use access driveway that will be maintained by the homeowner's association. The subdivision will connect to the city's sewer system and Travis County Water Control and Improvement District 10's water system.

The application also includes a Joint Use Access Easement (JUAE) with two driveway cuts off Westlake Drive. Westlake Drive is a major collector in the city, and the reduced number of curb cuts provides a safety benefit Drive and allows emergency service vehicles closer access to the house.

Refer to the settlement agreement for additional information related to the proposed subdivision.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

The application is for a proposed 6 lot subdivision.

Comprehensive Planning Analysis

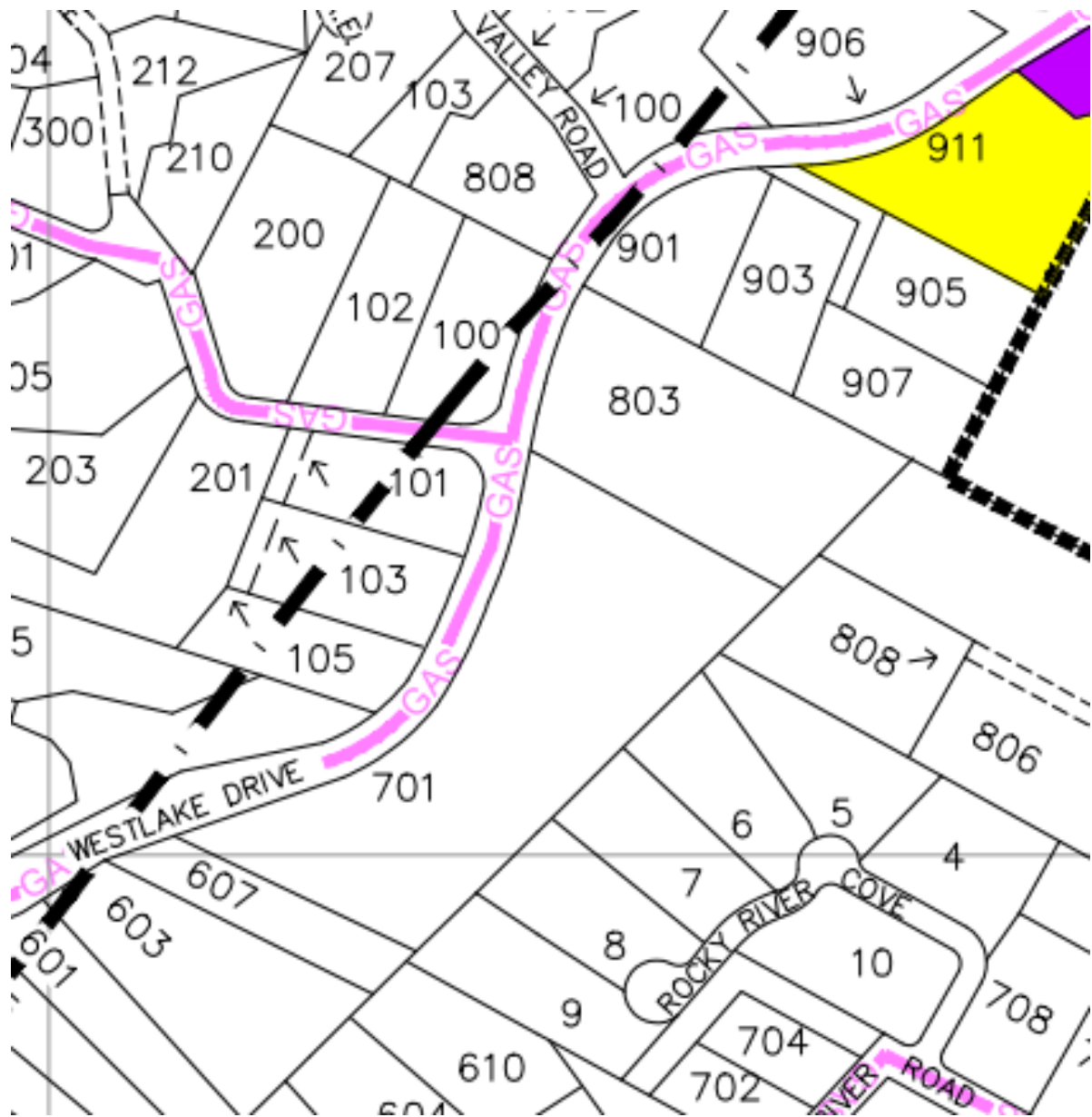
The proposed subdivision and residential land use complies with the Master Plan.

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

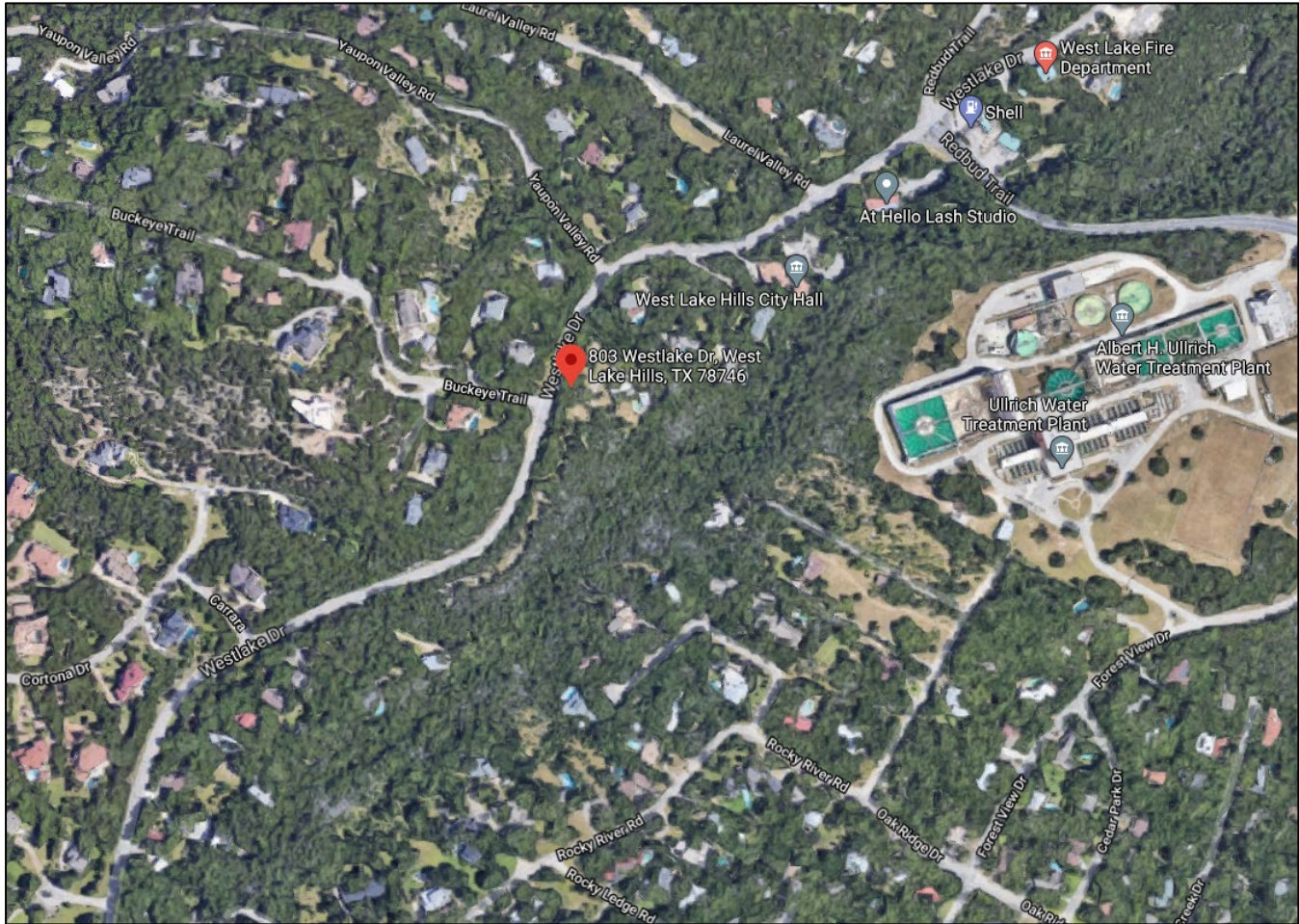
Links to Relevant Code:

- [Sec. 22.03.281 Schedule of Regulations](#)
- [Chapter 36 Subdivisions](#)
- [Texas Local Government Code Chapter 212 Municipal Regulation of Subdivisions](#)

Zoning:



Aerial:



Approved By		
	Signature	Date
Department Head		
	Signature	Date
City Administrator		

v.

Defendant.

98th JUDICIAL DISTRICT

STATE OF TEXAS

COUNTY OF TRAVIS

RECITALS

WHEREAS, Plaintiffs also sought a determination from the City that their proposed eight-lot development was entitled to vested rights under the Texas Vested Rights Act (Chapter 245 of the Texas Local Government Code) based on a 1972 contract between the City and Plaintiffs'

predecessors-in-title to convey right-of-way to the City in which the City promised to issue a variance to permit the Property to be divided into eight home sites; Plaintiffs contended that the 1972 contract and/or variance constituted either permits or applications for permits under the Texas Vested Rights Act and therefore their plat application was required by law to be reviewed under the City's 1972 regulations rather than current City regulations;

WHEREAS, City officials denied Plaintiffs' request to recognize vested rights to develop the Property into eight lots, and denied Plaintiffs' application because the proposed plat did not comply with current City regulations;

WHEREAS, Plaintiffs filed suit against the City, Cause No. D-1-GN-21-002632; Sherry Moore Waldrop, Doyle Randall Moore, and Robin Mallory Moore, co-successor Trustees of the Moore Family Trust, v. City of West Lake Hills, in the 98th District Court of Travis County, Texas, on June 4, 2021, where the case is still pending, initially alleging claims under the Texas Vested Rights Act, and later amending their pleadings to assert breach of the 1972 contract, seeking damages, declaratory relief, specific performance of the 1972 contract, a writ mandamus, attorney's fees, court costs and other relief (the Lawsuit);

WHEREAS, while the Lawsuit was pending, Plaintiffs applied for approval of a seven-lot subdivision plat, which required multiple variances; the variances were denied and the seven-lot plat was abandoned;

WHEREAS, while the Lawsuit was still pending, Plaintiffs then applied for approval of a plat which divides the Property into six lots, and that plat application is currently pending as Project No. 2022-1071 (the Six-Lot Plat);

WHEREAS, the City disputes the nature and extent of any damages allegedly sustained by Plaintiffs, and denies they are entitled to any of the relief they seek in the Lawsuit;

WHEREAS, Plaintiffs and the City, however, desire to compromise and settle all issues between them. It is the desire of the parties that all claims and all causes of action for money damages or other relief between them and arising out of the dispute concerning the development of the subject property, be discharged and released in return for those certain considerations referenced in this Agreement.

NOW, THEREFORE, Plaintiffs and the City, for and in consideration of the agreements set forth below, the sufficiency of which is hereby acknowledged, agree as follows:

AGREEMENT

1. In this Agreement:
 - (a) the term “date of this Agreement” is defined as the date it is fully executed by all the Plaintiffs, approved by the West Lake Hills City Council, and executed by the Mayor;
 - (b) the term “the Property” shall mean the approximately 7.87 acres of real property currently owned by Plaintiffs as part of the corpus of the Moore Family Trust located at approximately 803 Westlake Drive in the City of West Lake Hills, Travis County, Texas, and as more particularly depicted in the attached Amended Exhibit C, which is attached to this Agreement and made a part hereof.
 - (c) the term “Dispute” shall include: (1) Plaintiffs’ efforts to obtain approval of a plat consisting of multiple residential lots on the Property, and the City’s denial thereof; (2) Plaintiffs’ contention that the 1972 contract and/or a related variance entitled the project to vested rights under the Texas Vested Rights Act, and the City’s refusal to recognize vested rights in the project;

(3) Plaintiffs' contention the City breached the 1972 contract, and the City's denial thereof; (4) any contention by Plaintiffs that there was a failure of consideration under the 1972 agreement, and the City's denial of any such contention; (5) any claim by Plaintiffs that just compensation was not afforded by the City for the 1972 right-of-way deeds, and the City's denial of any such contention; and (6) any other matter or claim which could have been raised in the Lawsuit.

(d) the capitalized terms identified above in parentheses within the recitals are incorporated into this Paragraph.

2. The parties agree and acknowledge the recitals stated above are true and correct.

3. The "City Releasees" who shall benefit from the release and other promises, covenants, and warranties made by or on behalf of Plaintiffs in this Agreement shall mean the following:

- (a) the City of West Lake Hills, Texas;
- (b) any and all persons, firms, corporations, associations, and other entities in privity with or connected in any way to the City, by law or by contract; and
- (c) all past and present employees, officers, agents, servants, council members, representatives, attorneys, successors, assigns, legal representatives, shareholders, directors, and insurance carriers of record of the City or any other Releasee.

3. Plaintiffs for themselves, their attorneys, agents, representatives, successors and assigns, and all beneficiaries of the Moore Family Trust, do hereby fully, finally, and forever unconditionally release, acquit, and discharge the City Releasees of and from any and all

complaints, claims, demands, liabilities, obligations, promises, agreements, controversies, actions, causes of action, for monetary damages or other relief, costs, losses, debts, charges, and expenses, both known and unknown, arising out of the Dispute. Plaintiffs' agreement to release the City Releasees includes a release from any and all such claims to damages and compensation whatsoever which he may have including punitive or exemplary damages, claims for attorney's fees, court costs and other expenses, and pre- and post-judgment interest on any sums arising out of the Dispute which have accrued. This release extends to any and all claims for monetary damages or other relief whatsoever (including injunctive and declaratory relief, mandamus, and any other extraordinary remedy) regardless of whether they are based in theories of tort, contract, constitutional or statutory violations, or any other theory of recovery, and includes all damages which have been or could have been claimed by Plaintiffs in any capacity against the City Releasees arising out of the Dispute.

4. Plaintiffs represent and warrant that to the best of their knowledge no other person or entity other than Plaintiffs are entitled to assert any claims for monetary damages or other relief based on or arising out of the Dispute. Plaintiffs further represent they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of their claims, demands, obligations, or causes of action released in this Agreement. It is the intent and purpose of this Agreement that at no time will any of the City Releasees be called upon to pay any further sum or incur any further expense or other liability from Plaintiffs by reason of any act or damages arising out of or predicated on the Dispute, other than as specifically provided for in this Agreement.

5. The agreed upon consideration specified in this Agreement is in compromise and settlement of all claims for money damages or other relief arising out of or in any way based upon the Dispute, and shall be in full satisfaction and accord, and in full release and discharge of the above-named City Releasees.

6. The "Moore Releasees" who shall benefit from the release and other promises, covenants, and warranties made by or on behalf of the City in this Agreement shall mean the following:

- (a) Sherry Moore Waldrop, Doyle Randall Moore, and Robin Mallory Moore, individually and in their capacities as the co-successor trustees of the Moore Family Trust;
- (b) the Moore Family Trust, any other successor or predecessor trustees, and all beneficiaries of the Moore Family Trust;
- (c) any and all persons, firms, corporations, associations, and other entities in privity with or connected in any way to Plaintiffs or to the Moore Family Trust, by way of law or by contract; and

- (d) all past and present employees, officers, agents, servants, representatives, attorneys, successors, assigns, legal representatives, shareholders, directors, and insurance carriers of record of any Moore Releasee.

7. The City for itself, its attorneys, agents, representatives, successors and assigns, do hereby fully, finally and forever unconditionally release, acquit, and discharge the Moore Releasees of and from any and all complaints, claims, demands, liabilities, obligations, promises, agreements, controversies, actions, causes of action, for monetary damages or other relief, costs losses, debts, charges, and expenses, both known and unknown, arising out of or predicated upon the facts surrounding the Dispute. The City's agreement to release the Moore Releasees includes a release from any and all such claims to damages, claims for attorney's fees, court costs and other expenses, and pre-and post-judgment interest on any sums arising out of the Dispute which have accrued. This release extends to any and all claims for monetary damages or other relief whatsoever, regardless of whether they are based in theories of tort, contract, statutory violations, or any other theory of recovery, and includes all damages which have been or could have been claimed by the City in any capacity against the Moore Releasees arising out of the Dispute. The City represents and warrants that it has not sold, assigned, transferred, conveyed, or otherwise disposed of any claims, demands, obligations, or causes of action that could have been asserted as a counterclaim in the Lawsuit. It is the intent and purpose of this Agreement that at no time will any of the Moore Releasees hereby released, be called upon to pay any further sum or incur any further expense or other liability from the City by reason of any act, damages arising out of or predicated upon the Dispute, other than as specifically provided for in this Agreement.

8. The City represents and warrants that to the best of its knowledge no other person or entity other than the City is entitled to assert any claims for monetary damages or other relief

based on or arising out of the Dispute. The City further represents it has not sold, assigned, transferred, conveyed, or otherwise disposed of any of their claims, demands, obligations, or causes of action released in this Agreement. It is the intent and purpose of this Agreement that at no time will any of the Moore Releasees be called upon to pay any further sum or incur any further expense or other liability from the City by reason of any act or damages arising out of or predicated on the Dispute, other than as specifically provided for in this Agreement.

9. The agreed upon consideration specified in this Agreement is in compromise and settlement of all claims for money damages or other relief arising out of or in any way based upon the Dispute, and shall be in full satisfaction and accord, and in full release and discharge of the above-named Moore Releasees.

10. In consideration of the release and the other promises, warranties, covenants and acknowledgments made by the other parties to this Agreement, the parties agree as follows:

10.1. Plaintiffs will pursue approval of the Six-Lot Plat as set out in Amended Exhibit C, attached hereto (the parties acknowledge that all applicable plat application fees have been paid).

10.2. The plat application for the Six-Lot Plat shall be considered administratively complete on the Date of this Agreement. Except as set out in Section 10.5, the application shall include all elements required of a preliminary plan and a final plat as a joint application for review and subsequent approval.

10.3. Subject to City ordinances and state law applicable to public notice and hearing requirements, the application for the Six-Lot Plat shall be scheduled for consideration by the City's Zoning and Planning Commission (ZAPCO) at its next regular meeting after the Date of this Agreement.

10.4. The application for the Six-Lot Plat shall be considered for approval by city council no later than the first regular meeting of city council after the plat's consideration by ZAPCO.

10.5. The parties agree that upon the city council's approval of the Six-Lot Plat, development and construction of improvements on the Property shall proceed as follows:

- (a) the Wastewater Capital Recovery Fee, in the amount of Ninety Eight Thousand Twenty Seven Dollars and zero cents (\$98,027.00), shall be fully paid by Plaintiffs within thirty (30) days of the city council's approval of the Six-Lot Plat;
- (b) tree mitigation (i.e., removal permit, tree replacement, or payment in lieu of compliance into the City's reforestation fund) will not be required for trees located in the joint use access easement (driveway) or the six building pads as those easements and pad sites are depicted on the Amended Exhibit C which is attached to this Agreement (this area includes tree numbers 11707 and 11715);
- (c) no tree survey will be required for trees located in floodplain¹ or the conservation easement as same is depicted in Amended Exhibit C;
- (d) the approved Six-Lot Plat shall be recorded upon the City receipt of adequate fiscal security for the public improvements to be constructed on or to serve the Property;
- (e) water line transmission line and risers for the Property shall be completed and accepted to the satisfaction of Water District 10 before issuance of the

¹ The floodplain depicted in Amended Exhibit C is the shaded "Zone X" area from FIRM Panel 48453C0445K, dated January 21, 2020.

first building permit for any structure on the Property;

- (f) the driveway on the joint use access easement shall be rough cut and a temporary surface applied to the satisfaction of the Fire Marshal for ESD 9 before issuance of the first building permit for any structure on the Property;
- (g) the driveway on the joint use access easement shall be permanently paved and the sewer force main shall be installed to each lot and to the satisfaction of the City Engineer and accepted by the City before issuance of the first certificate of occupancy for any structure on the Property; and
- (h) the height of any building constructed on Lot 6, Lot 5, or Lot 4 shall not exceed 32' in height measured from the lowest natural grade or from the top of the rear foundation or stem wall not exceeding 4' in height. Lot 1, Lot 2, and Lot 3 shall not exceed the applicable height provisions of the City Code.

11. An agreed motion to dismiss with prejudice and proposed order of dismissal of the Lawsuit shall be prepared by the Plaintiffs' attorneys delivered to the City's attorneys for approval as to form, which approval will not be unreasonably withheld. The parties agree that no later than thirty (30) days from the approval of the Six-Lot Plat by the city council, the agreed motion to dismiss and proposed order of dismissal shall be filed with the Court. The City and Plaintiffs do hereby authorize their respective attorneys to approve and execute on their behalf the agreed motion and proposed order. A true and correct copy of the fully executed and file-stamped dismissal order shall be delivered to the attorneys for each party.

12. The terms and conditions of this Agreement are a compromise and settlement of disputed claims, the validity, existence, or occurrence of which are expressly denied by the City.

It is understood and agreed by the parties hereto that this Agreement does not constitute, and shall not be construed as, an admission by the City or any Releasees of any fault, liability, culpability or wrongdoing or of any violation of any right of Plaintiffs, or of any federal, state, or local statute, constitution, law, ordinance, or regulation, or any harm to Plaintiffs of any kind whatsoever.

13. The parties acknowledge and agree that the terms, conditions, agreements, rights, benefits, duties, and obligations set forth in Paragraphs 3, 7, 10, and 11 of this Agreement shall not become effective until the city council's approval of the Six-Lot Plat. The parties further acknowledge and agree that this Agreement shall be null and void in its entirety if the city council does not approve the Six-Lot Plat on the date described in Paragraph 10.4.

14. The parties agree to extend reasonable cooperation in executing any and all supplementary documents and taking such additional actions as may be necessary or appropriate to give full force and effect to the terms, conditions, and intent of this Agreement. The parties acknowledge and agree that the terms of this Agreement will likely be public information under the Texas Public Information Act and subject to public disclosure.

15. This Agreement is made and entered into in the State of Texas, and shall be governed under the laws of the State of Texas. Venue for any proceeding alleging a breach or seeking enforcement of this Agreement, shall be in the state courts in Travis County, Texas.

16. Each party warrants and represents that it has read the terms and conditions of this Agreement, has discussed them fully and completely with their respective attorneys, and fully and completely understands and voluntarily accepts such terms and conditions and their final and binding effect. Each party represents that it completely understands that the disputes and issues raised by the pleadings in the Lawsuit could be presented to the Court or a jury to decide, and that as a final result, said Court or jury might award the relief requested by Plaintiffs, a lesser amount,

a greater amount, or no relief whatsoever. Each party represents that it is not relying on the advice of the other party or its attorneys, or anyone associated with them, as to the legal or factual consequences of any kind or of any nature whatsoever arising out of the execution of this Agreement.

17. Each party warrants and represents that they are authorized to execute this Agreement in their capacity stated below and to be bound by all terms herein.

18. This Agreement sets forth the entire agreement between the parties, and fully supersedes any and all prior agreements or understandings between the parties pertaining to the Dispute or any other subject matter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and shall not be construed strictly for or against either of the parties.

19. This Agreement is binding on and inures to the benefit of the parties and their respective heirs, representatives, successors and assigns. The parties agree and acknowledge that in the event the Property, or any part thereof, is conveyed in the future by Plaintiffs to third parties, Plaintiffs may assign them all the rights, benefits, duties and obligations set forth in Paragraph 10.

20. Should any provision of this Agreement be declared or be determined to be illegal, invalid, or otherwise unenforceable, the validity of the remaining parts, terms, and provisions hereof will not be affected thereby but such will remain valid and enforceable, and said illegal or invalid parts, terms, or provisions shall be deemed not to be a part of this Agreement.

21. It is agreed that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties to the Lawsuit or this Agreement allege a breach of this Agreement. It is further agreed that in any lawsuit in which it is alleged a breach of this Agreement, the parties or their successors or assigns shall be limited to the remedy of specific performance and that the

prevailing party shall be entitled to an award of attorney's fees arising from any claim for breach of this Agreement.

22. Nothing in this paragraph shall be construed as a limitation of the City's police power or regulatory authority or as a bar to any City enforcement action otherwise authorized by law.

23. It is further understood and agreed that all costs of Court and attorney's fees will be borne by the party incurring them.

24. The parties agree that this Agreement may be executed in multiple counterparts, each having the same force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PLAINTIFFS

Sherry Moore Waldrop, Doyle Randall Moore,
and Robin Mallory Moore, Co-Successor Trustees
of the Moore Family Trust

DEFENDANT

City of West Lake Hills, Texas

By: Doyle Randall Moore
Doyle Randall Moore
Title: Co-Successor Trustee of the Moore
Family Trust

By: Linda Anthony
Linda Anthony
Title: Mayor

Date: _____

Date: 10/26/2022

By: _____
Robin Mallory Moore
Title: Co-Successor Trustee of the Moore
Family Trust

Date: _____

By: _____

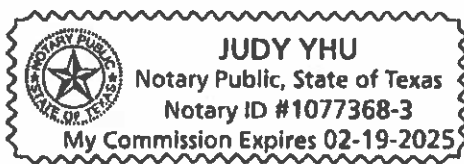
ACKNOWLEDGMENTS

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Doyle Randall Moore known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this 24th day of October, 2022.



Judy YHU
Notary Public in and for
The State of Texas
Printed Name: Judy YHU
My Commission Expires: 2/19/2025

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robin Mallory Moore known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this _____ day of October, 2022.

Notary Public in and for
The State of Texas
Printed Name: _____
My Commission Expires: _____

respective heirs, representatives, successors and assigns. The parties agree and acknowledge that in the event the Property, or any part thereof, is conveyed in the future by Plaintiffs to third parties, Plaintiffs may assign them all the rights, benefits, duties and obligations set forth in Paragraph 10.

20. Should any provision of this Agreement be declared or be determined to be illegal, invalid, or otherwise unenforceable, the validity of the remaining parts, terms, and provisions hereof will not be affected thereby but such will remain valid and enforceable, and said illegal or invalid parts, terms, or provisions shall be deemed not to be a part of this Agreement.

21. It is agreed that this Agreement may be used as evidence in a subsequent proceeding in which any of the parties to the Lawsuit or this Agreement allege a breach of this Agreement. It is further agreed that in any lawsuit in which it is alleged a breach of this Agreement, the parties or their successors or assigns shall be limited to the remedy of specific performance and that the prevailing party shall be entitled to an award of attorney's fees arising from any claim for breach of this Agreement.

22. Nothing in this paragraph shall be construed as a limitation of the City's police power or regulatory authority or as a bar to any City enforcement action otherwise authorized by law.

23. It is further understood and agreed that all costs of Court and attorney's fees will be borne by the party incurring them.

24. The parties agree that this Agreement may be executed in multiple counterparts, each having the same force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement.

PLAINTIFFS

DEFENDANT

Sherry Moore Waldrop, Doyle Randall Moore,
and Robin Mallory Moore, Co-Successor Trustees
of the Moore Family Trust

City of West Lake Hills, Texas

By: _____ By: _____

Doyle Randall Moore Linda Anthony

Title: Co-Successor Trustee of the Moore
Family Trust

Title: Mayor

Date: _____ Date: _____

By: _____

Robin Mallory Moore

Title: Co-Successor Trustee of the Moore
Family Trust

Date: 10-25-22

By: Sherry Moore Waldrop
Sherry Moore Waldrop

Title: Co-Successor Trustee of the Moore
Family Trust

Date: 10-25-22 ☐

Waldrop, et al, v. City of West Lake Hills
Settlement Agreement and Release Page 10

ACKNOWLEDGMENTS

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Doyle Randall Moore known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this ____ day of October, 2022.

Notary Public in and for
The State of Texas
Printed Name:

My Commission
Expires: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Robin Mallory Moore known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this 25 day of October, 2022.

 **CHRISTINE COLUMBUS**
Notary Public, State of Texas
Notary ID #13163032-3
My Commission Expires 07-03-2026
CHRISTINE Columbus
Expires: 7-3-2026

Notary Public in and for
The State of Texas
Printed Name:

My Commission

□

Waldrop, et al, v. City of West Lake Hills

Settlement Agreement and Release

Page 10

ACKNOWLEDGMENTS - CONTINUED

STATE OF TEXAS

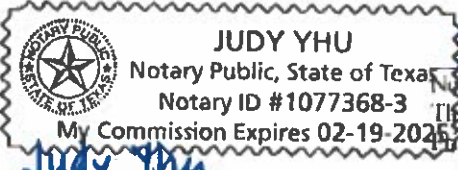
§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Sherry Moore Waldrop known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this 25th day of October, 2022.

 Judy YHU
Notary Public in and for
The State of Texas
Printed
Name: _____
My Commission Expires: 2/19/2025

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Linda Anthony, known to me to be the same person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she is the duly authorized Mayor of the City of West Lake Hills, Texas, and that she executed the Agreement on behalf of the city, as approved by the city council, for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this ____ day of October, 2022.

Notary Public in and for
The State of Texas
Printed

Name: _____

ACKNOWLEDGMENTS - CONTINUED

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Sherry Moore Waldrop known to me to be the same person whose name is subscribed to the foregoing Agreement, and that he executed it for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this ____ day of October, 2022.

Notary Public in and for
The State of Texas

Printed Name: _____

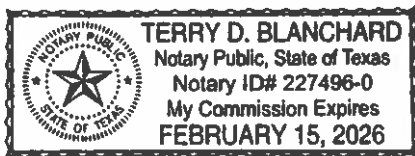
My Commission Expires: _____

STATE OF TEXAS
COUNTY OF TRAVIS

§
§

BEFORE ME, the undersigned Notary Public, on this day personally appeared Linda Anthony, known to me to be the same person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that she is the duly authorized Mayor of the City of West Lake Hills, Texas, and that she executed the Agreement on behalf of the city, as approved by the city council, for the purposes and consideration expressed and in the capacity stated in the instrument.

GIVEN under my hand and official seal, this 26th day of October, 2022.



Terry D. Blanchard

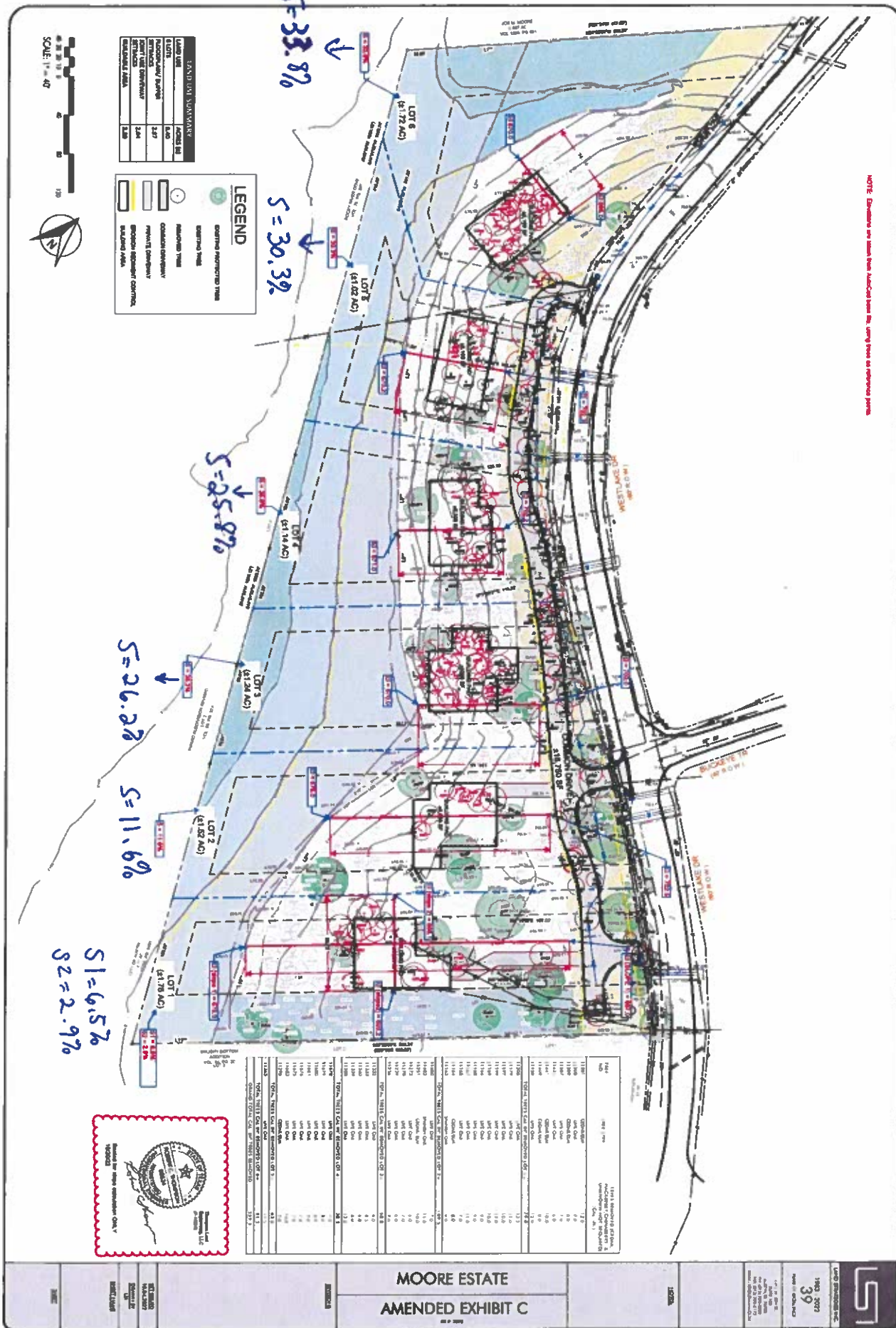
Notary Public in and for
The State of Texas

Printed Name: Terry D. Blanchard

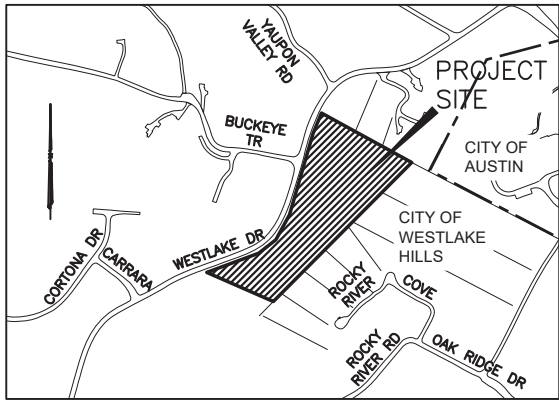
My Commission Expires: 2-15-26

AMENDED EXHIBIT C

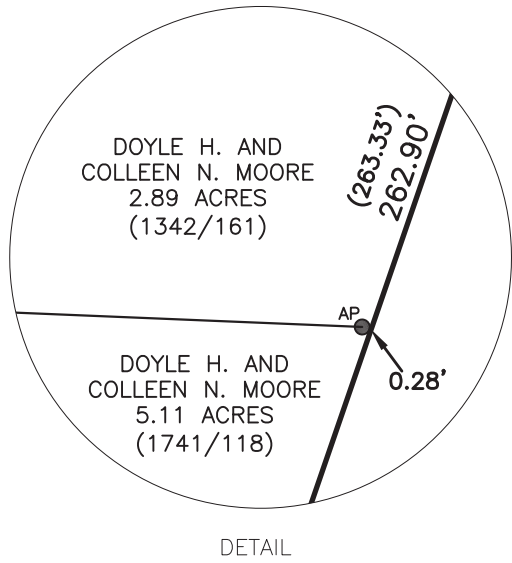
[This is the sole exhibit to this Agreement.]



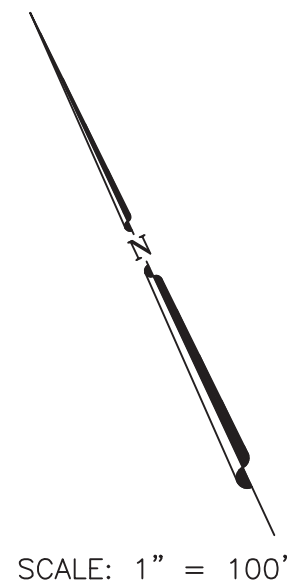
FINAL PLAT MOORE ESTATES SUBDIVISION TRAVIS COUNTY, TEXAS



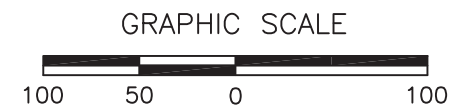
VICINITY MAP
N.T.S.



DETAIL



SCALE: 1" = 100'



LEGEND	
●	1/2" REBAR FOUND (OR AS NOTED)
● ^{AP}	1/2" REBAR WITH "ALL POINTS" CAP FOUND
⊙	1/2" IRON PIPE FOUND
○	1/2" REBAR WITH "CHAPARRAL" CAP SET
⊕	CONTROL POINT/BENCHMARK LOCATION
B.S.L. BUILDING SETBACK LINE	
P.U.E. PRIVATE UTILITY EASEMENT	
J.U.A.E. JOINT USE ACCESS EASEMENT	
D.E. DRAINAGE EASEMENT	
C.E. CONSERVATION EASEMENT	
R.O.W. RIGHT-OF-WAY	
()	RECORD INFORMATION
---	100-YEAR FLOODPLAIN
---	CREEK CENTERLINE

THIS IS A SURFACE DRAWING.

BEARING BASIS: THE TEXAS COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, BASED ON GPS SOLUTIONS FROM THE NATIONAL GEODETIC SURVEY (NGS) ON-LINE POSITIONING USER SERVICE (OPUS) FOR CHAPARRAL CONTROL POINT "2".

60D NAIL SET

SURFACE COORDINATES:
N 10079317.86
E 3095758.07

TEXAS STATE PLANE COORDINATES:
N 10078310.03
E 3095448.53

ELEVATION = 612.32'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

COMBINED SCALE FACTOR = 0.999900010
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000100
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0.0
THETA ANGLE: 0°00'00"

BENCHMARK INFORMATION:

BM: 60D Nail set on the east side of Westlake Dr. at the end of Buckeye Trail +/- 5' from edge of asphalt. OPUS POINT CHAPARRAL CONTROL POINT #2 (SEE NOTE ABOVE)

ELEVATION = 612.32'
VERTICAL DATUM: NAVD 88 (GEOID 12B)

LOT SUMMARY TABLE

LOT	ACRES	(MIN)
LOT 1	1.76 ACRES	643
LOT 2	1.53 ACRES	647
LOT 3	1.25 ACRES	650
LOT 4	1.14 ACRES	655
LOT 5	1.02 ACRES	670
LOT 6	1.72 ACRES	679
TOTAL: 8.42 ACRES		

LOT PROPERTY LINE TABLE

LINE TABLE			(RECORD LINE TABLE)	
LINE	BEARING	DISTANCE	LINE	(RECORD BEARING)
L1	N67°54'53"E	75.81'	(L1)	(N70°22'59"E 75.8')
L2	N50°02'50"E	105.11'	(L2)	(N52°38'59"E 105.0')
L3	N31°35'25"E	145.82'	(L3)	(N34°13'59"E 145.7')
L4	N19°50'11"E	129.90'	(L4)	(N22°16'59"E 129.8')
L5	N17°24'34"E	172.52'	(L5)	(N19°15'42"E 172.3')
L6	N26°02'52"E	82.79'	(L6)	(N28°31'59"E 83.2')
L18	N22°05'07"W	69.14'		
L19	N58°24'35"W	69.70'		
L20	N70°09'49"W	66.35'		
L21	N61°37'48"W	66.13'		

WILKINSON SPARKS
SURVEY NO. 1
ABSTRACT NO. 21

DATE OF PREPARATION: February 22, 2021

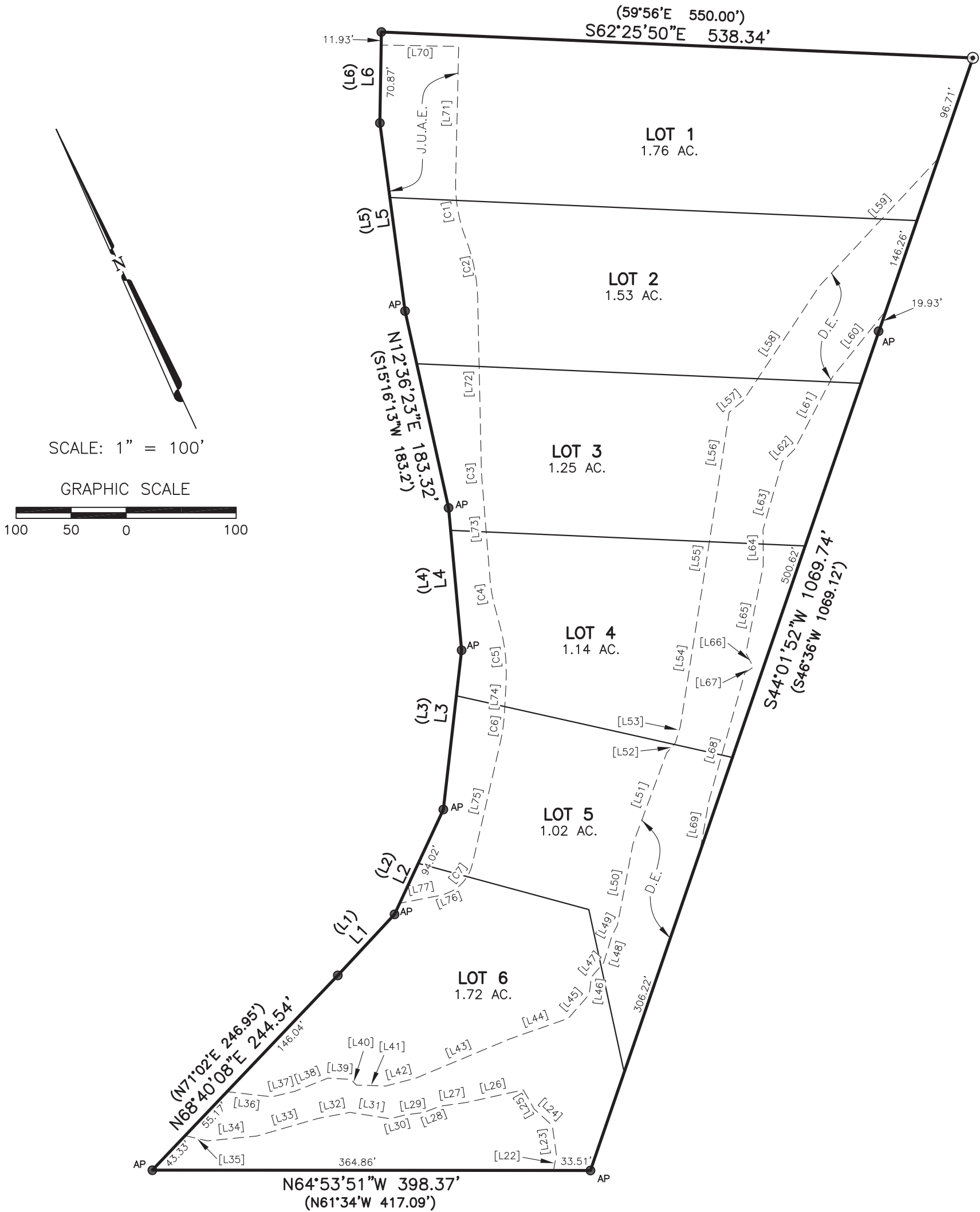
Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1573-001
DRAWING NO.:
1573-001-PLr6LT
PLOT DATE:
08/30/2022
PLOT SCALE:
1"=100'
DRAWN BY:
RGH/PAQ
SHEET
01 OF 05

FINAL PLAT
MOORE ESTATES SUBDIVISION
TRAVIS COUNTY, TEXAS

J.U.A.E. & DRAINAGE EASEMENT DETAIL

DRAINAGE EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
[L22]	N35°16'40"E	14.52'
[L23]	N17°03'02"E	26.72'
[L24]	N22°27'12"W	22.41'
[L25]	N04°34'28"W	19.91'
[L26]	N77°23'43"W	52.62'
[L27]	N73°01'08"W	24.64'
[L28]	N85°51'51"W	15.88'
[L29]	N72°22'43"W	16.51'
[L30]	N79°31'00"W	14.31'
[L31]	N55°58'30"W	37.21'
[L32]	N75°36'46"W	29.52'
[L33]	N80°59'10"W	58.06'
[L34]	N70°34'00"W	44.94'
[L35]	N51°41'54"W	20.92'
[L36]	S58°26'55"E	41.04'
[L37]	S78°19'24"E	21.06'
[L38]	S86°32'37"E	32.88'
[L39]	S61°52'14"E	20.71'
[L40]	S18°58'25"E	7.21'
[L41]	S62°59'47"E	26.67'
[L42]	S79°32'54"E	28.29'
[L43]	S87°36'07"E	91.99'
[L44]	S84°22'33"E	57.27'
[L45]	N66°10'41"E	28.76'
[L46]	N31°59'39"E	15.87'
[L47]	N65°41'42"E	17.17'
[L48]	N42°16'04"E	26.05'
[L49]	N52°35'52"E	10.45'
[L50]	N35°52'53"E	75.20'
[L51]	N45°23'37"E	88.25'
[L52]	N65°45'01"E	12.02'
[L53]	N42°07'52"E	15.43'
[L54]	N34°01'28"E	123.31'
[L55]	N33°55'23"E	88.82'
[L56]	N33°41'48"E	77.26'
[L57]	N75°29'21"E	16.24'
[L58]	N58°42'05"E	125.56'
[L59]	N68°03'05"E	158.42'
[L60]	S63°56'52"W	77.67'
[L61]	S52°38'05"W	73.91'
[L62]	S69°59'01"W	15.92'
[L63]	S40°52'41"W	64.48'
[L64]	S24°44'04"W	32.54'
[L65]	S36°14'14"W	81.18'
[L66]	S03°00'54"E	14.34'
[L67]	S80°47'46"W	9.43'
[L68]	S40°44'12"W	120.99'
[L69]	S35°01'51"W	47.07'



J.U.A.E. LINE TABLE		
LINE	BEARING	DISTANCE
[L70]	N63°57'08"W	70.50'
[L71]	N26°22'06"E	122.13'
[L72]	N23°49'48"E	153.89'
[L73]	N20°26'19"E	93.06'
[L74]	N28°06'08"E	26.66'
[L75]	N38°01'20"E	113.08'
[L76]	S86°05'23"E	8.99'
[L77]	S75°52'07"E	39.34'

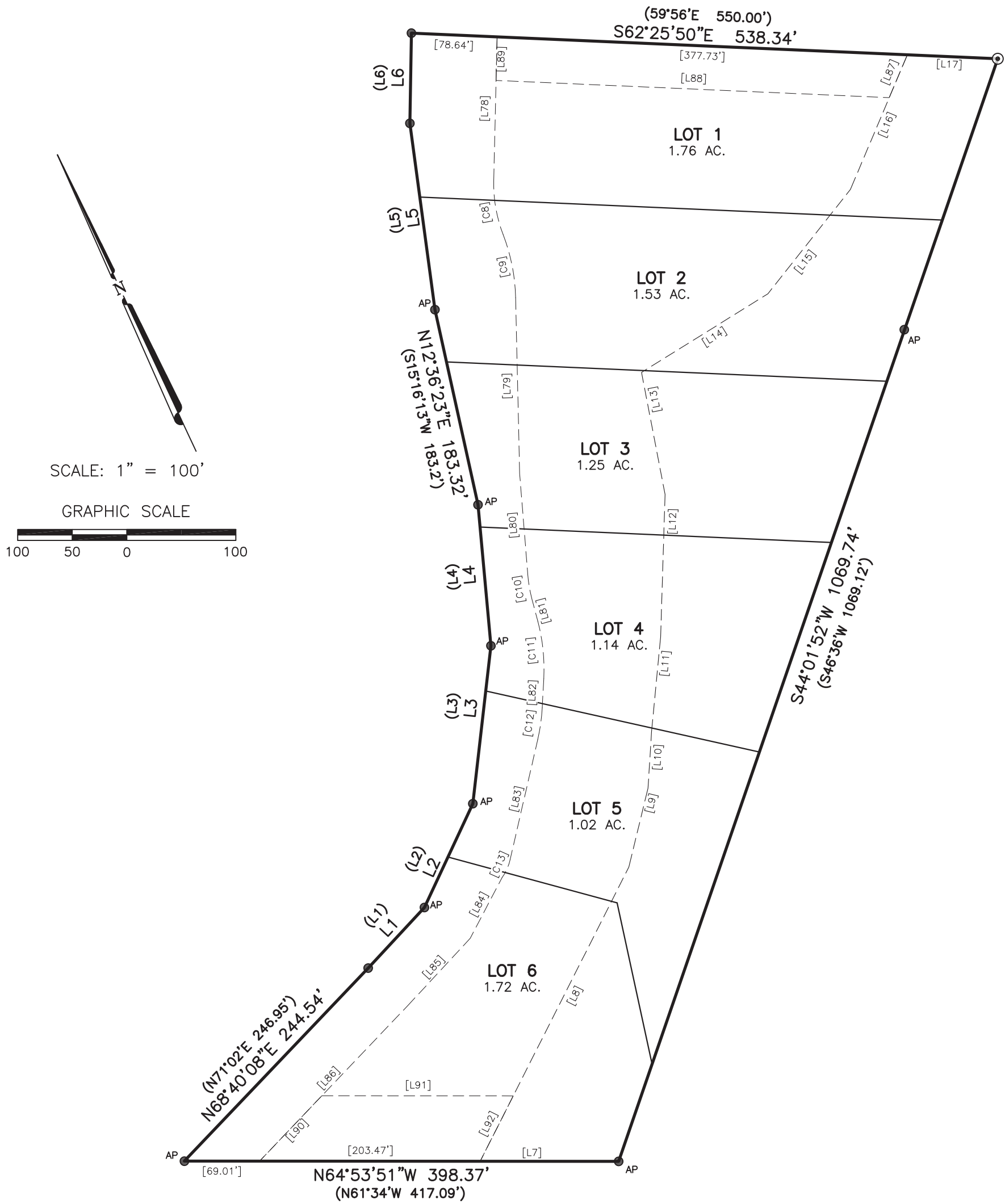
J.U.A.E. CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
[C1]	137.25'	22°26'57"	53.78'	N15°10'05"E	53.43'
[C2]	162.75'	19°53'11"	56.49'	N13°53'13"E	56.21'
[C3]	137.25'	3°23'30"	8.12'	N22°08'04"E	8.12'
[C4]	137.25'	10°15'00"	24.55'	N15°18'49"E	24.52'
[C5]	162.75'	17°54'49"	50.88'	N19°08'44"E	50.68'
[C6]	162.75'	9°55'12"	28.18'	N33°03'44"E	28.14'
[C7]	37.75'	49°02'51"	32.32'	N62°32'46"E	31.34'

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
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DRAWING NO.:
1573-001-PLr6LT
PLOT DATE:
08/30/2022
PLOT SCALE:
1"=100'
DRAWN BY:
RGH/PAQ
SHEET
02 OF 05

FINAL PLAT
MOORE ESTATES SUBDIVISION
TRAVIS COUNTY, TEXAS

CONSERVATION EASEMENT DETAIL



EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
[L7]	N64°53'51"W	95.30'
[L8]	N51°51'51"E	302.41'
[L9]	N38°43'24"E	74.49'
[L10]	N28°39'13"E	52.15'
[L11]	N30°31'09"E	87.01'
[L12]	N26°51'11"E	130.90'
[L13]	N14°08'21"E	114.03'
[L14]	N83°09'45"E	136.55'
[L15]	N63°24'00"E	122.01'
[L16]	N47°58'09"E	134.14'
[L17]	S62°25'50"E	83.03'

C.E. LINE TABLE		
LINE	BEARING	DISTANCE
[L78]	S26°23'34"W	132.01'
[L79]	S23°44'59"W	161.53'
[L80]	S20°26'19"W	93.06'
[L81]	S10°11'19"W	20.34'
[L82]	S28°06'08"W	26.66'
[L83]	S38°01'20"W	113.08'
[L84]	S52°43'24"W	62.99'
[L85]	S67°54'53"W	83.99'
[L86]	S68°40'08"W	197.32'
[L87]	S47°58'09"W	42.68'
[L88]	N62°25'50"W	360.97'
[L89]	S26°23'34"W	40.01'
[L90]	S68°40'08"W	82.81'
[L91]	N64°53'51"W	175.54'
[L92]	N51°51'51"E	67.20'

CONSERVATION EASEMENT CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	BEARING	CHORD
C8	129.25'	22°26'57"	50.64'	S15°10'05"W	50.32'
C9	170.75'	19°53'11"	59.26'	S13°53'13"W	58.97'
C10	129.25'	10°15'00"	23.12'	S15°18'49"W	23.09'
C11	170.75'	17°54'49"	53.39'	S19°08'44"W	53.17'
C12	170.75'	9°55'12"	29.56'	S33°03'44"W	29.53'
C13	45.75'	22°29'52"	17.96'	S49°16'17"W	17.85'



Professional Land Surveying, Inc.
Surveying and Mapping

3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1573-001

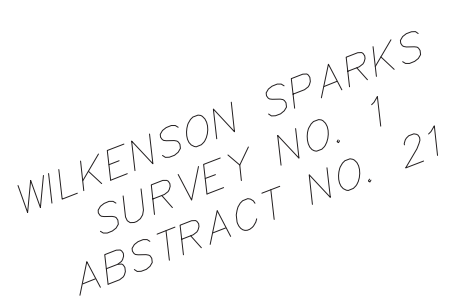
DRAWING NO.:
1573-001-PLr6LT

PLOT DATE:
08/30/2022

PLOT SCALE:
1"=100'

DRAWN BY:
RGH/PAQ

SHEET
03 OF 05



Page 38 of 138

FINAL PLAT MOORE ESTATES SUBDIVISION TRAVIS COUNTY, TEXAS

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, Robin Mallory Moore, Doyle Randall Moore and Sherry Moore Waldrop, beneficiaries under Doyle H. Moore Family Trust, by virtue of a Warranty Deed recorded in Document No. Volume 13112, Page 289, Deed Records of Travis County, Texas are the owners of that certain 8.423 acre tract of land (called 7.875 acres) in the Wilkerson's Spark Survey No. 1 in Travis County, Texas; and

WHEREAS, in consideration of the conveyance of certain right-of-way deeds to the City of West Lake Hills for the widening and improvement of Westlake Drive, the City of West Lake Hills, City Council passed and adopted Ordinance No. 55B approving the division of said Property containing 8.423 acres of land more or less after the conveyance of said right-of-way deeds into eight single family residential lots with variances to build a single family home on each lot in accordance with the then applicable building and zoning regulations;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That, the undersigned Trust beneficiaries, owners of the land shown on this plat and described herein and named herein as the Moore Estates Subdivision of the City of West Lake Hills, Travis County, Texas hereby subdivide said property in accordance with the requirements of Ordinance 55B of the City of West Lake Hills, Travis County, Texas and do hereby dedicate to the use of the Public, the drainage ways, the utility easements, and access easements for utility and emergency vehicle access as shown thereon for the purposes and consideration expressed.

WITNESS BY HAND this _____ day of _____ 2022

Robin Mallory Moore

Doyle Randall Moore

Sherry Moore Waldrop
604 Lisa Drive,
Austin Texas 78733

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Robin Mallory Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

Notary Public in and for Travis County, Texas

Commission Expires

WITNESS BY HAND this _____ day of _____ 2022

Robin Mallory Moore

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Doyle Randall Moore, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2022

Notary Public in and for Travis County, Texas

Commission Expires

WITNESS BY HAND this _____ day of _____ 2022

Doyle Randall Moore

STATE OF TEXAS §

COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared Sherry Moore Waldrop, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2021.

Notary Public in and for Travis County, Texas

Commission Expires

WITNESS BY HAND this _____ day of _____ 2022

Sherry Moore Waldrop

The tract of land described on this plat is within the boundaries of Travis County Water Control and Improvement District (WCID) No. 10 and has water service available.

DATED: _____

President of the Board WCID No. 10

I, the undersigned, City Administrator of the City of West Lake Hills, Texas, hereby certify that this subdivision plat conforms to all requirements of the subdivision regulations of the City, for which my approval is required.

DATED: _____

City Administrator, City of West Lake Hills, Texas

I, the undersigned, City Arborist of the City of West Lake Hills, Texas, hereby certify that this subdivision conforms to all the oak wilt requirements of the City of West Lake Hills Code of Ordinances, for which my approval is required.

DATED: _____

City Arborist, City of West Lake Hills, Texas

This plat has been submitted to and considered by the Zoning and Planning Commission (ZAPCO) of the City of West Lake Hills, Texas.

DATED: _____

ZAPCO Chairperson, City of West Lake Hills, Texas

Approved and authorized for record by the City Council of the City of West Lake Hills, Texas.

DATED THIS _____ DAY OF _____ 2022.

MAYOR, CITY OF WEST LAKE HILLS, TEXAS

ATTEST:

CITY SECRETARY

STATE OF TEXAS

COUNTY OF TRAVIS

I, Robert C. Thompson, P.E., am authorized under the State of Texas to practice engineering and hereby certify that a portion of this property is within a special flood hazard area as shown on the Federal Emergency Management Agency Map Community Panel No. 48453 C0445K, dated January 22, 2020.

DATED: 08/30/2022

Robert C. Thompson, P.E. 69524
Thompson Land Engineering, LLC
904 N. Cuernavaca Austin, Texas 78733

STATE OF TEXAS

COUNTY OF TRAVIS

I, the undersigned, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is true and correct and was prepared from the actual survey of the property made under my supervision on the ground.

DATED: _____

Paul J. Flugel, R.P.L.S. 5096
Chaparral Professional Land Surveying, Inc.
Firm No. 10124500
3500 McCall Lane
Austin, Texas 78744
(512) 443-1724

PLAT NOTES:

1. ALL LOTS IN THIS SUBDIVISION ARE PLANNED TO BE CONNECTED TO THE CITY OF WEST LAKE HILLS PUBLIC SEWER SYSTEM.

2. ACCESS TO THESE LOTS IS ONLY TO BE FROM THE JOINT USE ACCESS EASEMENT AND LIMITED TO ONLY TWO LOCATIONS, THOSE LOCATIONS APPROXIMATELY AT THE TWO LOCATIONS SHOWN ON THE FACE OF THE PLAT. THE PRIVATE DRIVE JOINT USE ACCESS EASEMENT (J.U.A.E.) AND WASTEWATER EASEMENT (W.W.E.) SHOWN ON THE PLAT SHALL BE A TWO WAY J.U.A.E. AND W.W.E. FOR THE BENEFIT OF EACH LOT OWNER AND SHALL BE MAINTAINED BY THE MOORE ESTATES SUBDIVISION HOMEOWNERS ASSOCIATION IN ACCORDANCE WITH THE DECLARATION OF CODES, COVENANTS AND RESTRICTIONS THEREOF RECORDED IN _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. BUILDING OF SUCH PRIVATE DRIVE AND ALL OTHER UTILITY INFRASTRUCTURE SERVING THE SUBDIVISION SHALL BE THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS PRESCRIBED BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TRAVIS COUNTY, TEXAS. THE CITY OF WEST LAKE HILLS, TEXAS, ASSUMES NO RESPONSIBILITY TO BUILD ANY OF THE PRIVATE DRIVES, DRAINAGE OR OTHER UTILITY INFRASTRUCTURE SHOWN ON THIS PLAT.

3. ALL OF THE LAND DEPICTED ON THIS SUBDIVISION PLAT IS LOCATED WITHIN THE FULL PURPOSE MUNICIPAL BOUNDARIES OF THE CITY OF WEST LAKE HILLS, TEXAS

4. DUE TO COMPROMISES ON EMERGENCY ACCESS AGREED UPON, LOTS 1 THROUGH 6 SHALL BE PROTECTED THROUGHOUT BY A NATIONAL FIRE PROTECTION ASSOCIATION 13D-COMPLIANT RESIDENTIAL FIRE SPRINKLER SYSTEM. THE SYSTEMS SHALL BE DESIGNED AND INSTALLED BY A LICENSED FIRE PROTECTION COMPANY OR AN ENDORSED PLUMBER. SPRINKLER PLANS SHALL BE SUBMITTED TO THE EMERGENCY SERVICES DISTRICT NO. 9 FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.

5. THE WATER SUPPLY INFRASTRUCTURE FOR THE SUBDIVISION SHALL PROVIDE ADEQUATE FIRE FLOW IN COMPLIANCE WITH THE INTERNATIONAL FIRE CODE APPENDIX B. FOR RESIDENTIAL STRUCTURES UP TO 3,600 SQUARE FEET, 1000 GALLONS PER MINUTE SHALL BE PROVIDED (SEE QUALIFICATIONS IN NEXT NOTE BELOW).

6. ALL RESIDENTIAL STRUCTURES OVER 3,600 SQUARE FEET SHALL COMPLY WITH THE REQUIREMENTS OF TABLE B105.1 FROM THE INTERNATIONAL FIRE CODE. RESIDENTIAL STRUCTURES WITH AN APPROVED NATIONAL FIRE PROTECTION ASSOCIATION 13D RESIDENTIAL FIRE SPRINKLER SYSTEM SHALL RECEIVE A 50% REDUCTION IN REQUIRED FIRE FLOW. THE RESULTING FIRE FLOW SHALL NOT BE LESS THAN 1000 GALLONS PER MINUTE. IF ADDITIONAL FIRE FLOW REDUCTIONS ARE NEEDED, THEY MAY BE OBTAINED THROUGH CONSULTATION WITH THE EMERGENCY SERVICE DISTRICT NO. 9, TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 10, AND THE CITY OF WEST LAKE HILLS, TEXAS.

7. NO PARKING ON THE J.U.A.E. DRIVEWAY OR SHOULDER IS ALLOWED SO THAT IT MAY REMAIN OPEN FOR EMERGENCY VEHICLES. TO FACILITATE THIS REQUIREMENT THE ENTIRE J.U.A.E. DRIVEWAY SHALL BE PAINTED WITH RED FIRE LANE/TOW AWAY ZONE STRIPING AND SHALL HAVE NO PARKING SIGNAGE.

8. DEVELOPMENT OF THIS PROPERTY IS SUBJECT TO AND SHALL BE PERFORMED IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET OUT IN THE SETTLEMENT AGREEMENT AND RELEASE BY AND BETWEEN SHERRY WALDROP MOORE, DOYLE RANDALL MOORE, AND ROBIN MALLORY MOORE AS CO-TRUSTEES OF THE MOORE FAMILY TRUST, PLAINTIFFS v. CITY OF WEST LAKE HILLS, DEFENDANT IN THAT CERTAIN CAUSE NO. D-1-GN-21-002632, IN THE 98TH JUDICIAL DISTRICT COURT OF TRAVIS COUNTY, TEXAS, INCLUDING THOSE SPECIAL TERMS CONDITIONS, AND COVENANTS RELATING TO TREE SURVEY, CLEARING, AND MITIGATION REQUIREMENTS, JOINT USE DRIVEWAY REQUIREMENT, AND MAXIMUM HEIGHT OF BUILDINGS REQUIREMENT AS PROVIDED THEREIN.

9. SITE CLEARANCE, SITE DISTURBANCE, AND IMPERVIOUS COVER. EVERY LOT OR UNIT IN THIS SUBDIVISION IS SUBJECT TO THE CITY OF WEST LAKE HILLS SITE CLEARANCE PROCEDURES. NO SITE CLEARANCE, EXCAVATION, GRADING OR LANDFILL SHALL COMMENCE UNLESS A PERMIT SHALL HAVE FIRST BEEN ISSUED FOR SAID WORK IN ACCORDANCE WITH THE PROVISION OF APPLICABLE ORDINANCE. IMPERVIOUS COVER SHALL NOT EXCEED MAXIMUM PERCENTAGE PERMITTED UNDER CITY CODE. IN THE EVENT OF CONFLICT BETWEEN THE CODE AND THESE PLAT NOTES, THE PLAT NOTES SHALL CONTROL.

10. LOTS IN THIS SUBDIVISION ARE LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE AND SUBJECT TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY EDWARDS RULES 31, TEXAS ADMINISTRATIVE CODE (TAC) 31.3, AS AMENDED. NO BUILDING PERMIT WILL BE ISSUED BY THE CITY OF WEST LAKE HILLS UNTIL THE PERMITTING REQUIREMENTS OF THE EDWARDS RULES TAC CHAPTER 313 ARE FULLY COMPLIED WITH. THE APPLICANT FOR A BUILDING PERMIT IS RESPONSIBLE TO FURNISH THE CITY WRITTEN COMPLIANCE WITH THE PERMITTING REQUIREMENTS OF THE EDWARDS AQUIFER RULES FROM THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY UNLESS THEY MEET THE <20% IC EXEMPTION WHERE THE TCEQ ISSUES NO REVIEW.

STATE OF TEXAS

COUNTY OF TRAVIS

I, Rebecca Guerrero, Clerk of the County Court of Travis County, Texas, do hereby certify that on the _____ day of _____, 2022 A.D., the Commissioners Court of Travis County, Texas, passed an Order authorizing the filing for record of this plat, and that said Order has been entered into the Minutes of Said Court, as Document No. _____

WITNESS MY HAND AND SEAL OF THE COUNTY COURT OF SAID COUNTY, this _____ day of _____, A.D. 2022

Clerk of the County Court, Travis County, Texas

BY: _____

Deputy

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

I, Rebecca Guerrero, Clerk of the County Court of Travis County, Texas, do hereby certify that the foregoing instrument with its Certification of Authentication was filed in my office at _____ O'clock ____M on the _____ day of _____, 2022, A.D., and duly recorded at _____ O'clock ____M on the day of _____, 2022 A.D. in the Plat Records of Travis County, Texas, as Document No. _____

WITNESS MY HAND AND SEAL OF THE COURT OF TRAVIS COUNTY, TEXAS, this the _____ day of _____, 2022, A.D.

Clerk of the County Court, Travis County, Texas

BY: _____

Deputy

STATE OF TEXAS

COUNTY OF TRAVIS

Filed for record this _____ day of _____, 2022, A.D., at _____ O'clock ____M.

Clerk of the County Court, Travis County, Texas

BY: _____

Deputy

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724
Firm No. 10124500

PROJECT NO.:
1573-001
DRAWING NO.:
1573-001-PLr6LT
PLOT DATE:
08/30/2022
PLOT SCALE:
1"=100'
DRAWN BY:
RGH/PAQ
SHEET
05 OF 05



City of West Lake Hills Zoning & Planning Commission

AGENDA REPORT

Meeting Date:	November 16, 2022	Item Number:	4
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

902 Live Oak Circle - Discussion/Recommendation on a request for an amended plat, Amended Plat of Lot 20 and Lot 34, Mayo Addition, 900 Live Oak Ridge Road, and 902 Live Oak Circle, combining two lots into a single lot (Chapter 36 of the West Lake Hills Code). Applicants Jason and Jessica Karp.

Recommendation

Staff recommends approval of the proposed amended plat. It is combining two platted lots into one and is ministerial per Texas Local Government Code.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Jason and Jessica Karp
Legal Description: Lot 20 and Lot 34 (4.06 acres) Mayo Addition
Lot Size: 4.06 acres (243,963.00 square feet)
Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

The owners are seeking to combine the two lots they own into one. This is an amended plat that meets all required state and local codes.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

This request will not change the subdivision, as it is an amended plat.

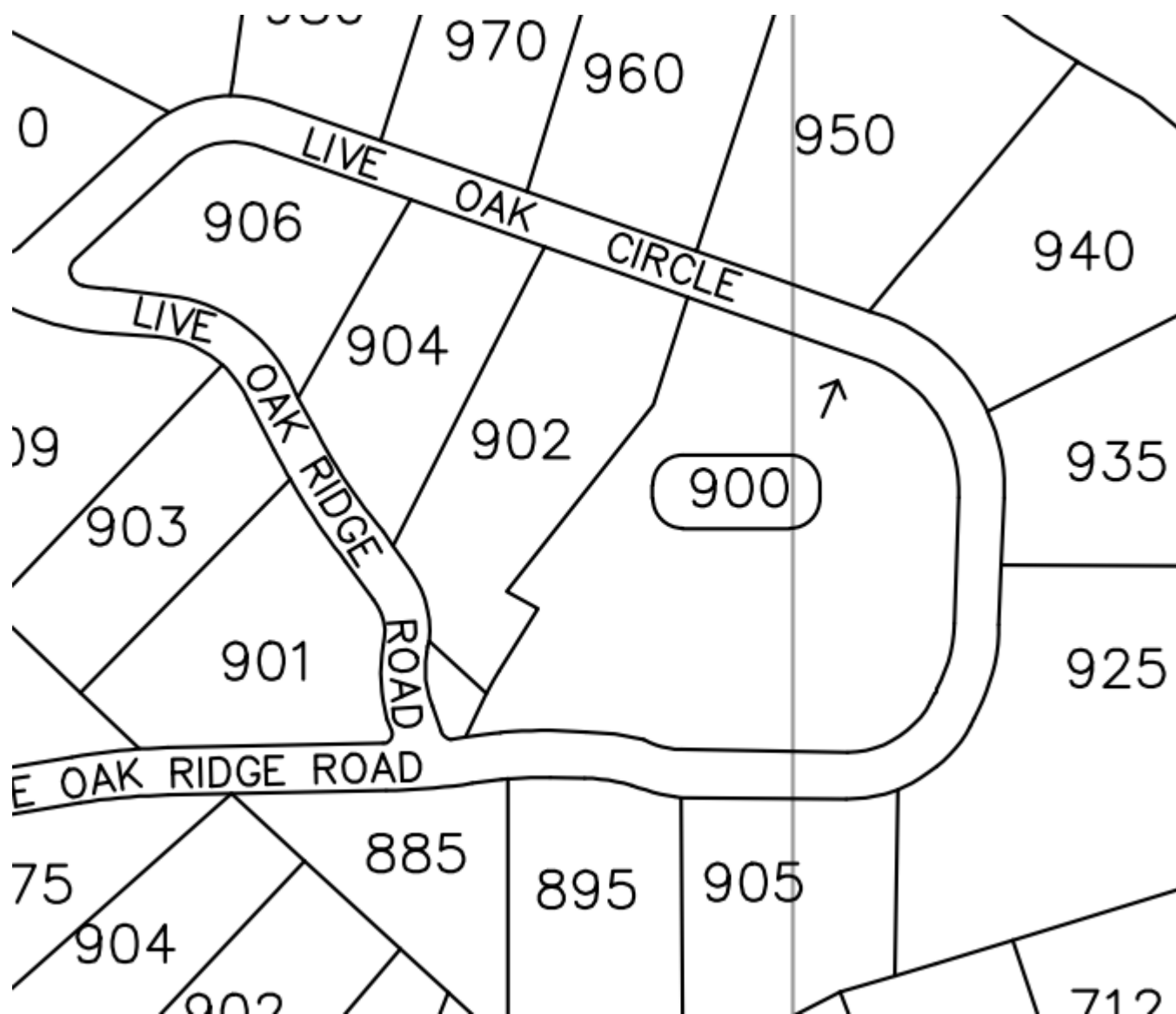
Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Chapter 36 Subdivisions](#)
- [Texas Local Government Code Chapter 212: Municipal Regulation of Subdivisions and Property Development](#)

Zoning:



Aerial:



Approved By

Signature

Date

Department Head

Signature

Date

City Administrator



September 20, 2022

Mr. Robert Meisel
Chairman
Zoning and Planning Commission
City of West Lake Hills 610 Opperman Drive
Eagan, MN 55123

Re: Minor plat: 900 Live Oak Circle
 902 Live Oak Ridge Road

Dear Mr. Meisel:

This letter accompanies a request on behalf of Jason and Jessica Karp, owners of the adjoining properties located at 900 Live Oak Circle and 902 Live Oak Ridge Road, to re-plat those two lots into a single lot.

We have submitted through the online portal a surveyor's draft of the proposed minor plat. The proposed modification will have no impact on wastewater, traffic, utilities or other government-supported services. There are no existing or proposed covenants or restrictions, nor do we propose any. The purpose of the consolidation is administrative; the owners intend to improve the lots and, although no plans have as yet matured sufficiently to seek the City's approval, construction design and planning depend upon re-platting these lots into a single parcel.

At the time of this submission, no tax certificates for either parcel were available. We will submit those after confirming with City Staff that this Commission requires the certificate for consideration of this request.

Thank you for the Commission's consideration. If you have any questions or need additional information, please allow me to be of whatever assistance I can.

Sincerely,

Jack Stick
Jack Stick

JDS:tbs

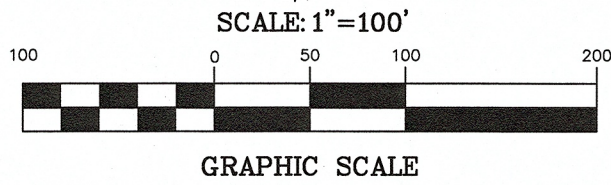
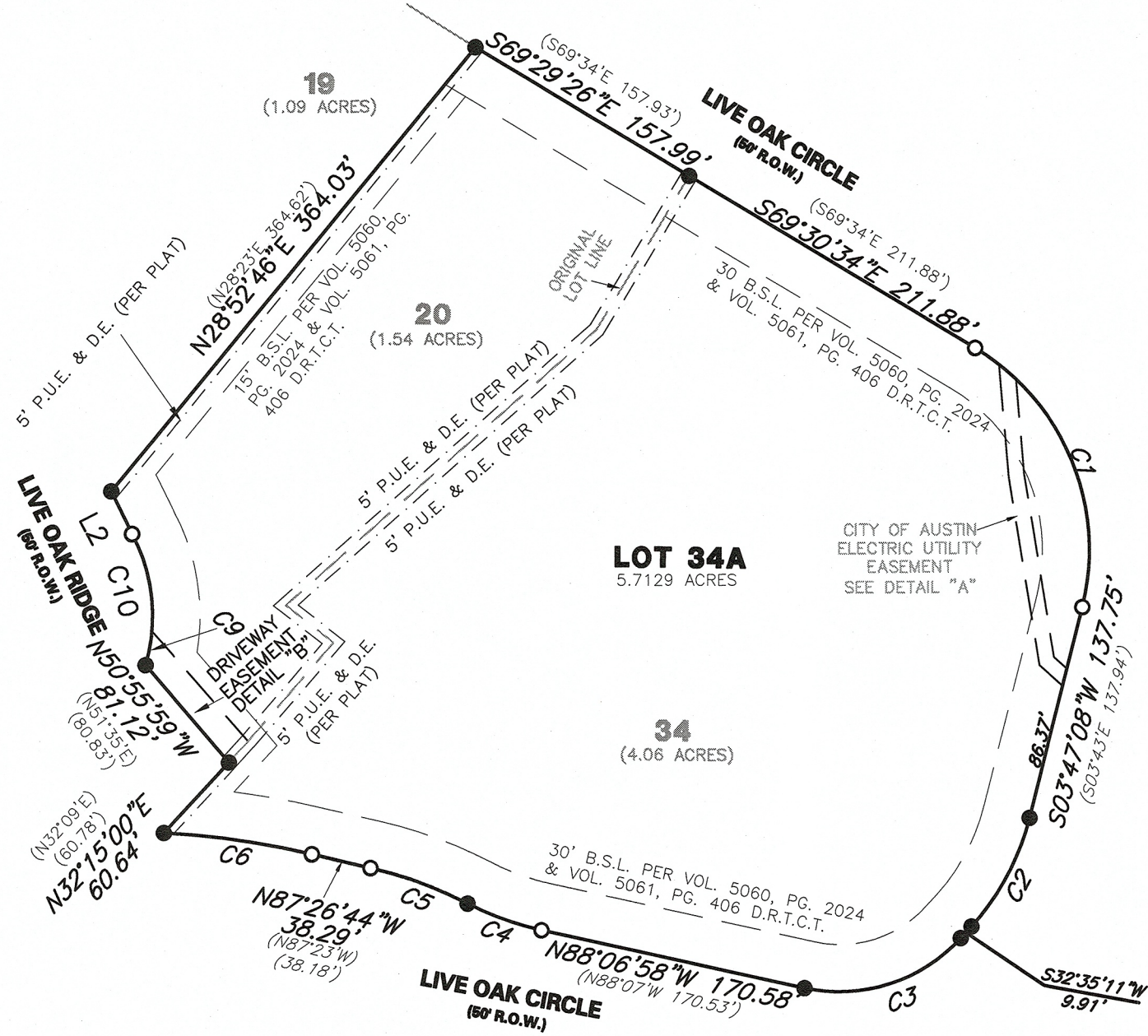
 Suite E240/624
3801 North Capital of Texas Highway
Austin, Texas 78746

 512-710-6000

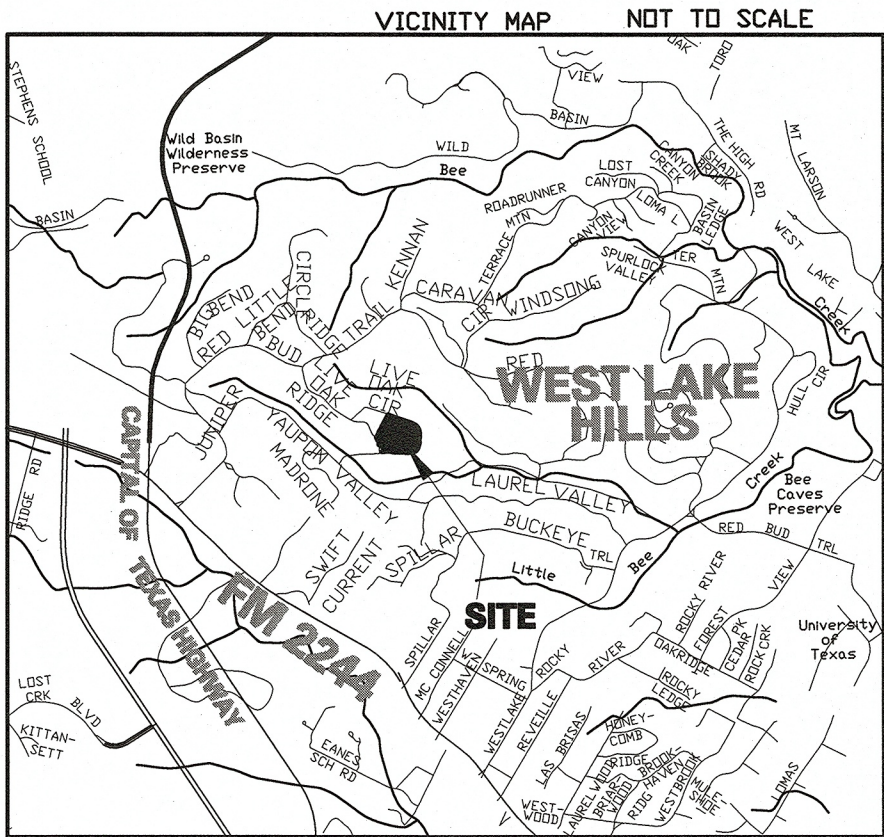
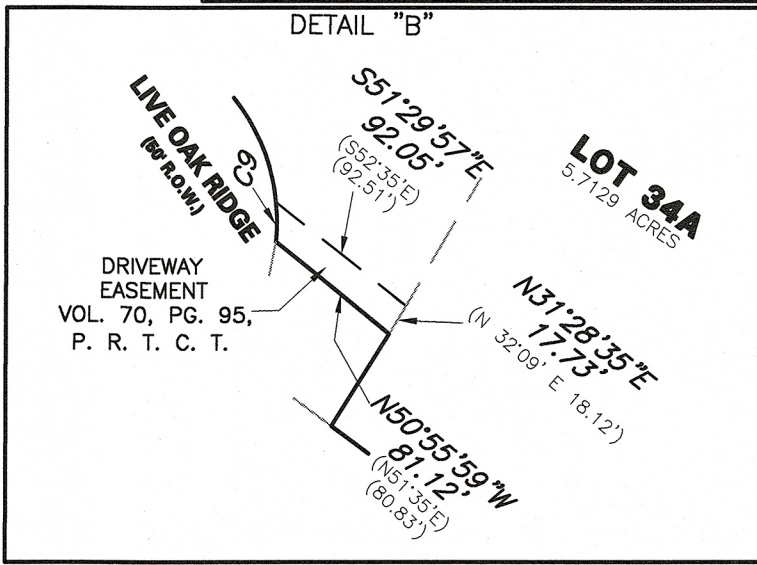
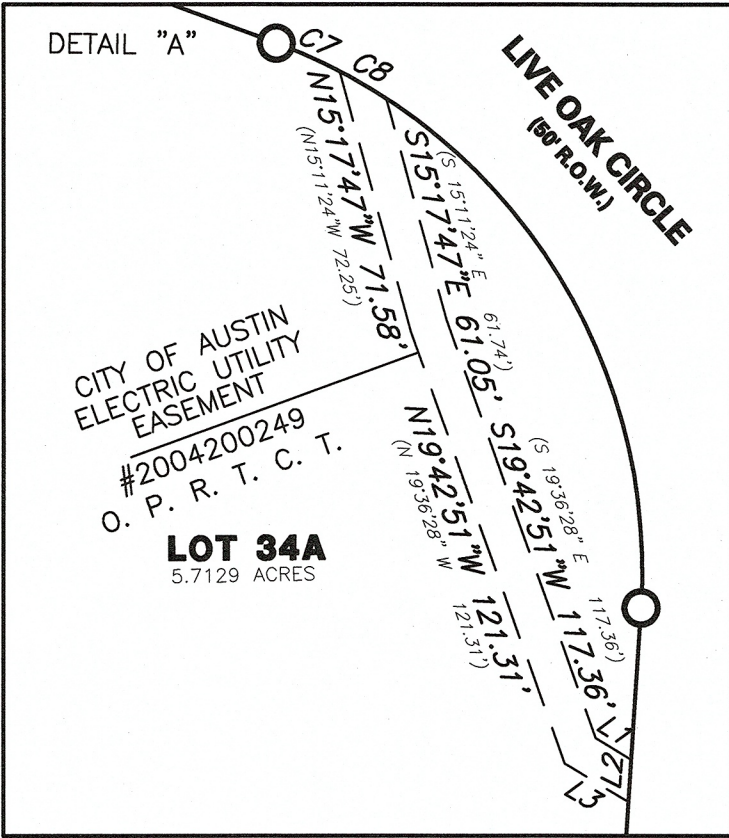
 jstick@verislaw.net

 www.verislaw.net

AMENDED PLAT OF LOTS 20 AND 34,
MAYO ADDITION



Surveyor's Note:
Bearings shown hereon are based on MAYO ADDITION,
as recorded in Vol. 70, Pg. 195, Plat Records, Travis
County, Texas.



OWNER'S CERTIFICATION
STATE OF TEXAS
COUNTY OF TRAVIS
KNOW ALL MEN BY THESE PRESENTS:

THAT JASON KARP AND JESSICA KARP, BEING THE OWNERS OF LOT 20, MAYO ADDITION, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, AS RECORDED IN BOOK 70, PAGE 95, PLAT RECORDS, TRAVIS COUNTY, TEXAS, AS CONVEYED TO US BY DOC. NO. 2021120301, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AND THE OWNERS OF LOT 34, MAYO ADDITION, AS CONVEYED TO US BY DOC. NO. 2019029735, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY AMEND SAID LOTS 20 AND 34, PURSUANT TO CHAPTER 212.016 OF THE LOCAL GOVERNMENT CODE, IN ACCORDANCE WITH THE MAP OR PLAT ATTACHED HERETO, TO BE KNOWN AS **AMENDED PLAT OF LOTS 20 & 34, MAYO ADDITION**, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS OUR HANDS THIS ____ DAY OF _____, 20__

JASON KARP
902 LIVE OAK RIDGE ROAD
WEST LAKE, TX 78746

JESSICA KARP
902 LIVE OAK RIDGE ROAD
WEST LAKE, TX 78746

STATE OF TEXAS
COUNTY OF TRAVIS
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JASON KARP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: _____

DATE NOTARY COMMISSION EXPIRES: _____

STATE OF TEXAS
COUNTY OF TRAVIS
BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JESSICA KARP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT. IT HAS BEEN ACKNOWLEDGED TO ME THAT HE EXECUTED THE FOREGOING INSTRUMENT AS OWNER OF THE PROPERTY DESCRIBED HEREON.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
PRINTED NAME: _____

DATE NOTARY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION

I, PAUL UTTERBACK, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH TITLE 25, 1999 OF THE AUSTIN LAND DEVELOPMENT CODE; IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE; AND WAS PREPARED FROM AN ACTUAL SURVEY, MADE UNDER MY SUPERVISION PERFORMED ON THE GROUND, OF THE PROPERTY.

PAUL UTTERBACK
R.P.L.S. NO. 5738
SURVEYED BY:
ATS ENGINEERS, INSPECTORS & SURVEYORS
TBPLS FIRM REG. #10126000
4910 WEST HWY. 290
AUSTIN, TX 78735
(512) 328-6995

DATE 9/20/2022

THIS SUBDIVISION PLAT IS LOCATED WITHIN THE FULL JURISDICTION OF THE CITY OF AUSTIN ON THIS THE ____ DAY OF ____ 20__.

APPROVED, ACCEPTED AND AUTHORIZED FOR RECORD BY THE DIRECTOR, PLANNING & DEVELOPMENT REVIEW DEPARTMENT, CITY OF AUSTIN, COUNTY OF TRAVIS, THIS THE ____ DAY OF _____, 20__, AD.

GREG GUERNSEY, DIRECTOR
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

LINE DATA			
NO.	BEARING	DISTANCE	RECORD
L1	S 58°52'14" E	11.16'	(S 58°45'51" E, 11.12')
L2	S 03°47'08" E	11.25'	(S 03°55'54" W, 11.25')
L3	N 58°52'14" W	19.88'	(N 58°45'51" W, 19.84')

CURVE DATA				
NO.	RADIUS	DELTA	ARC	CHORD (BRG. & DIST.)
C1	149.25'	73°20'34"	191.05'	S 32°55'21" E, 178.27'
C2	161.02'	28°01'46"	78.77'	S 17°59'51" W, 77.99'
C3	104.07'	60°00'00"	108.98'	S 61°53'00" W, 104.07'
C4	188.71'	15°09'07"	49.90'	N 80°36'37" W, 49.76'
C5	262.20'	14°23'29"	65.86'	N 80°08'48" W, 65.59'
C6	529.76'	10°14'37"	94.71'	S 87°32'16" W, 94.59'
C7	149.25'	07°00'19"	18.25'	S 66°05'29" E, 18.24'
C8	149.25'	05°28'26"	14.26'	N 59°51'06" W, 14.25'
C9	110.85'	11°25'40"	22.11'	N 01°22'38" E, 22.07'
C10	110.85'		85.69'	N 16°14'22" W, 83.57'

LEGEND	
	1/2" (IRF) IRON ROD FOUND (unless noted)
	1/2" (IRS) IRON ROD SET "ATS ENGINEERS"
	B.S.L. BUILDING SET BACK LINE
	P.U.E. PUBLIC UTILITY EASEMENT
	O.P.R.T.C.T. OFFICIAL PROPERTY RECORDS TRAVIS COUNTY TEXAS
	D.R.T.C.T. DEED RECORDS TRAVIS COUNTY TEXAS
	R.O.W. RIGHT-OF-WAY
	() RECORD INFORMATION
	D.E. DRAINAGE EASEMENT

SURVEYOR'S CERTIFICATION

THIS PLAT HAS BEEN SUBMITTED TO AND CONSIDERED BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF WEST LAKE HILLS, TEXAS AND IS HEREBY RECOMMENDED FOR APPROVAL BY THE CITY COUNCIL.

ROBERT MEISEL
ZAPCO CHAIRPERSON

APPROVED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS.

DATE THIS ____ DAY OF ____
2022 A.D.

LINDA ANTHONY
MAYOR OF THE CITY OF WEST LAKE HILL, TEXAS

ATTEST:

TERRY BLANCHARD
CITY SECRETARY

COUNTY CLERK'S CERTIFICATION:

STATE OF TEXAS:
COUNTY OF TRAVIS:
I, REBECCA GUERRERO, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING, WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF ____ 20__ A.D., AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF ____ 20__ A.D., AT ____ O'CLOCK ____ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER ____ OFFICIAL RECORDS OF TRAVIS COUNTY. WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE ____ DAY OF ____ 20__ A.D.

REBECCA GUERRERO, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY

ATS Engineers
Inspectors & Surveyors
www.ats-engineers.com
TBPLS FIRM REG. #10126000
4910 West Hwy 290
AUSTIN, TEXAS 78735
(512) 328-6995
FAX: (512) 328-6996

CURVE DATA

1	74°38'	127°08'	7°40'	23°22'	60°20'	60°20'	11°44'	49°57'	49°57'	28°50'
2	101°15'	15°00'	10°00'	8°13'	8°13'	37°20'	37°20'	27°24'	27°24'	101°14'
3	41°42'	13°12'	13°22'	51°50'	48°20'	48°45'	31°55'	20°00'	20°00'	60°00'
4	50°24'	19°15'	15°05'	103°32'	56°16'	51°70'	53°73'	27°00'	28°57'	119°51'
5	81°09'	21°56'	18°46'	103°41'	56°24'	53°44'	60°56'	30°33'	31°28'	119°54'
6	30°36'	48°54'	45°30'	2°20'	14°25'	14°25'	15°03'	60°00'	60°00'	33°00'
7	219°32'	65°28'	212°00'	1505°55'	262°20'	212°20'	185°71'	104°07'	154°07'	161°02'
8	60°00'	80°00'	84°27'	30°46'	33°16'	26°08'	31°14'	60°08'	68°25'	40°15'
9	115°75'	54°62'	157°55'	61°52'	65°50'	53°25'	49°75'	62°34'	104°07'	154°07'
10	117°13'	56°31'	161°71'	61°32'	65°07'	53°55'	49°20'	68°12'	108°23'	161°34'
11	28°00'	73°27'	73°27'	60°36'	60°36'	10°15'	10°15'	8°00'	60°00'	77°50'
12	211°09'	145°25'	109°25'	136°23'	86°23'	86°23'	86°23'	47°37'	47°37'	75°50'
13	52°63'	111°35'	148°65'	79°61'	50°89'	47°51'	43°03'	48°04'	48°04'	40°15'
14	102°18'	178°50'	238°28'	137°46'	87°01'	84°64'	85°71'	95°83'	95°83'	77°50'
15	103°16'	181°33'	255°43'	144°09'	91°20'	94°77'	85°83'	95°82'	95°82'	75°50'

STATE OF TEXAS:

COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS:

That I, N.E. Mayo, the owner of those certain tracts of land out of the T.J. Chambers Survey No. 504 in Travis County, Texas, conveyed to me by deeds of record in Vol. 5013 at Pg. 287 and Vol. 5014 at Pg. 287, do hereby subdivide said tracts in accordance with the attached plat, said subdivision to be known as MAYO ADDITION, and I do hereby dedicate to the public the streets, greenbelt, and easements as shown hereon.

WITNESS MY HAND, this the 4th day of Sept. A.D. 1974.

N.E. Mayo
N.E. Mayo

STATE OF TEXAS:

COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day personally appeared N.E. Mayo, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of Sept. A.D. 1974.

[Signature]
Notary Public in and for Travis Co., TX.

APPROVED BY THE ZONING AND PLANNING COMMISSION OF THE CITY OF WEST LAKE HILLS, TEXAS on the 27 day of August A.D. 1974.

[Signature]
Chairman

ACCEPTED AND AUTHORIZED FOR RECORD BY THE CITY COUNCIL OF THE CITY OF WEST LAKE HILLS, TEXAS on the 1 day of Oct A.D. 1974.

[Signature]
Secretary

[Signature]
Mayor

Each house constructed in this subdivision shall be connected to a septic tank of a design approved by the State Health Department and shall be installed in accordance with the regulations of the Austin-Travis County Health Department and West Lake Hills City Ordinance No. 108, Pages 11 and 12, in regards to septic tanks. This restriction is enforced by the City of West Lake Hills and Austin-Travis County Health Department. Septic tanks (or other private sewage facility) may not be used on any lot in this subdivision unless a license is first obtained from the City of West Lake Hills for the particular septic tank system (or other private sewage facility) and lot.

The Deed Restrictions to this Addition limit the utilization of property within twenty-five feet either side of the center of the Creek on Lots 21 through 33, inclusive.

FILED FOR RECORD on the 20 day of Nov. A.D. 1974 at 3:00 o'clock P.M.

Doris Shropshire, County Clerk, Travis County, Texas

By *[Signature]* Deputy

THE STATE OF TEXAS:

COUNTY OF TRAVIS:

I, Doris Shropshire, Clerk of County Court within and for the County and State aforesaid, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 20 day of Nov. A.D. 1974 at 3:00 o'clock P.M. and duly recorded on the 20 day of Nov. A.D. 1974 at 3:00 o'clock P.M. in the Plat Records of Travis County, Texas in Book 70 Page 65.

WITNESS MY HAND AND SEAL OF OFFICE the date last written above.

Doris Shropshire, County Clerk, Travis County, Texas

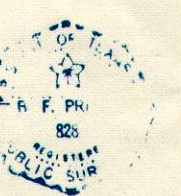
By *[Signature]* Deputy

EASEMENTS:

An easement of five (5) feet in width off the rear and sideline of all lots in this subdivision is hereby dedicated for public utilities and drainage.

SURVEYED BY: *[Signature]*
B.F. Priest, Reg. Public Surveyor

Date: July, 1974



MAYO ADDITION



City of West Lake Hills Zoning & Planning Commission

AGENDA REPORT

Meeting Date:	November 16, 2022	Item Number:	5
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

1000 Live Oak Circle - Discussion/Recommendation for a variance to allow a fence to encroach in the front yard fence setback (Section 22.03.173 of the West Lake Hills Code). Applicant Alexis Viator.

Recommendation

Staff recommends approval of the proposed front yard fence variance.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Marcelo Antunes and Lauren Viator
Legal Description: Lot 1, Mayo Addition
Lot Size: 1.0600 acres (46,173.60 square feet)
Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

This item was postponed at the last meeting to determine the location of the property line to make sure the fence is located on the property, and outside of the right-of-way. It was determined that the fence needs to be 21 feet from the edge of pavement to comply with this, and the applicant has amended their request to comply with this. There are new photos included in the packet that show the proposed location of the fence.

Previous Staff Report:

There is currently a single-family residence on the lot. The applicant is proposing a front yard fence along Live Oak that would be 18 feet from the edge of pavement, a 12-foot encroachment into the front yard fence setback. There is an existing sport court and secondary driveway on Live Oak Ridge, and if the fence was to be 30 feet from the edge of pavement would be right in the middle of the sport court. There is also a safety

concern, as you can see by the photos provided that vehicles park there and park along the street. This will provide security for the sport court.

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.
Fencing in our yard including the basketball court would make a huge difference in securing a safe area for my kids and family to play. We would not have to worry about our children running into the street where there are constant construction workers, trucks and other traffic coming and going. Most importantly we would not have to worry about cars/ trucks entering onto our property and invading the area that we spend most of our time playing outside. This is a constant concern for us as parents and it would give us such a piece of mind knowing they are safer.
2. There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
We plan on leaving all trees and existing flora as much as possible and working around them. We also plan on planting more shrubs where the iron fence would be installed by the road. There is a beautiful huge oak tree right off the driveway of the basketball court that we would work around. Because of where it is located on the property this is another reason why we need the variance at 18ft. We would be able to put the fence right before the tree while blocking the driveway and still have enough space to play basketball and such.
3. There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
We considered trying to fence in the court at the 30ft easement but it would be difficult to play. The fence would be on the basketball court and would prevent us from being able to use it properly. The other issue is the giant oak tree (see pics) that is there. We do not wish to tear it down, so this puts us at 18ft easement in order to preserve the tree and go around it.
4. The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.
This request to put the fence at 18ft from the road is the most distance we can achieve it in order to satisfy the space that already exists. At this distance it would allow the driveway to be blocked, the tree to not be cut down and the basketball court to still be a usable play area for our family.
5. The variance does not violate the intent of the Zoning Ordinance or goals of the Comprehensive Plan.
We plan on constructing a 6ft wrought iron fence at the road (Live Oak Ridge) and a 6ft wood privacy fence at the back of the property. I believe this is staying within the regulations and the look of the neighborhood and does not violate 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.

I believe that our variance will not interfere with our neighbors properties as we are keeping within the look of the neighborhood and houses nearby. We are also keeping the fence on our property line.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

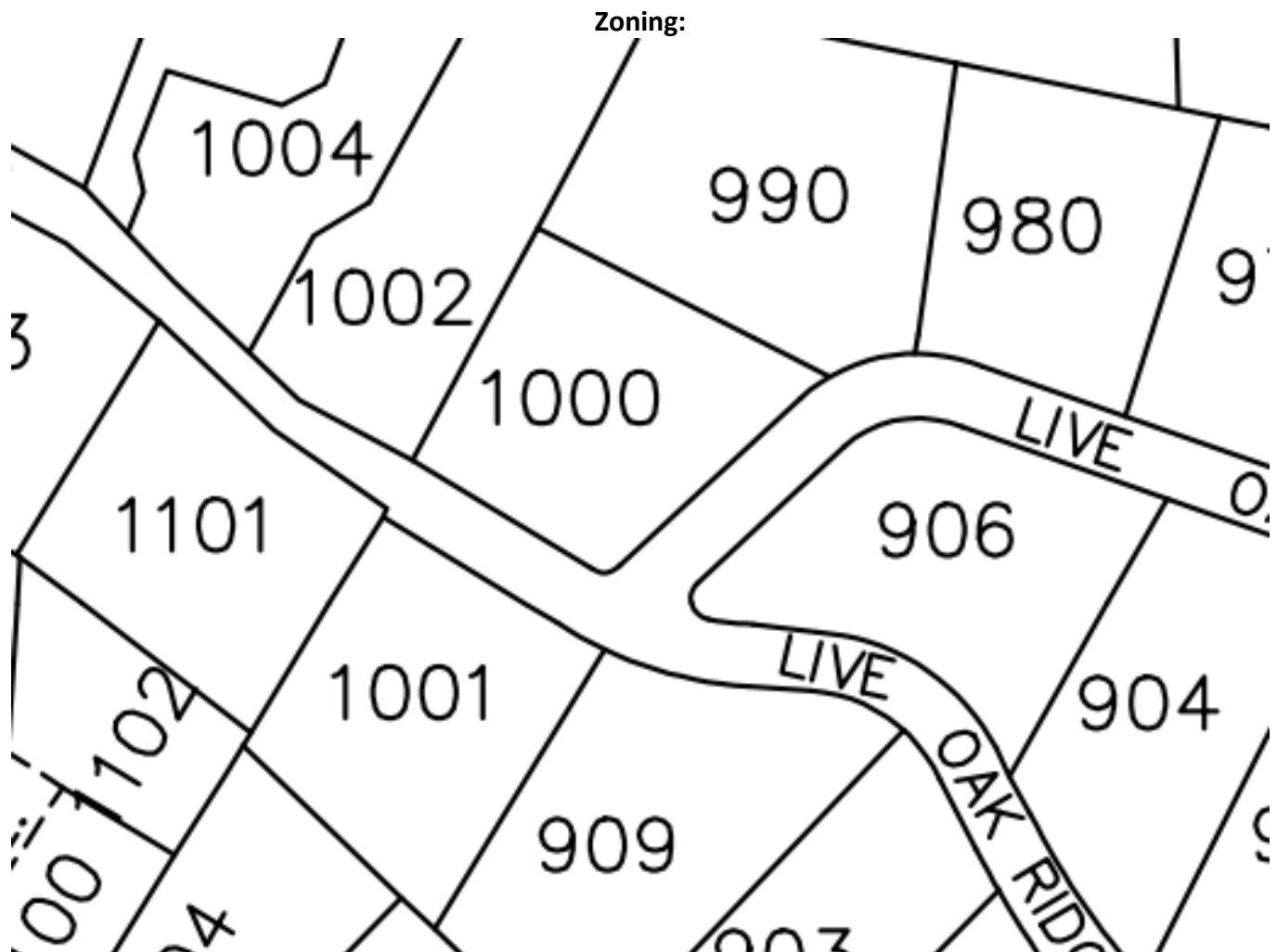
This request will not change the subdivision.

Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Sec. 22.03.514](#) [Criteria and process required for granting variance](#)
- [Sec. 22.03.173](#) [Fences](#)



Ashby Grundman

From: [REDACTED]
Sent: Thursday, November 10, 2022 4:37 PM
To: Ashby Grundman
Subject: Fence Variance Update

Hello Ashby,

Here is the updated information for fence variance at 1000 Live Oak Circle:

- Ashby and I met again after the meeting and we have determined that the property line starts 21' from the road. We will construct the fence just behind the 21' mark to make certain the fence is on our property. This still allows us to enclose the basketball court so my children have a safer place to play.
- We have also decided to change the gate to a manual sliding gate. I was told by our fence contractor that by putting a sliding gate it would help because the hole for the post does not need to be dug as deep. In turn this would not hinder the roots of the tree that the post would be near.
- I met with Alex Sanchez, the city arborist, and he also confirmed that the post for the gate would be far enough away from the tree that it would not disturb it. We also decided to change the fence line diagonally back away from the tree for this very same reason. Alex agreed that this was the best solution and again the tree would be fine.
- Once constructed, we plan to plant shrubs in front of the fence where there is no foliage.

Thanks,
Alexis Viator

Aerial:



Approved By

Signature

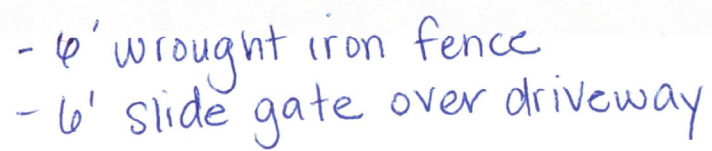
Date

Department Head

Signature

Date

City Administrator











From: Sallie Bentley <sallie.armstrong@gmail.com>
Sent: Monday, September 19, 2022 3:00 PM
To: Ashby Grundman <AGrundman@westlakehills.gov>
Cc: Matthew Bentley <mb@mbentley.us>
Subject: Support for Request for Easement at 1000 Live Oak Circle

To whom it may concern,

We are aware that Lauren Viator and Marcello Antunes at 1000 Live Oak Circle are submitting a variance to the City of West Lake Hills to allow for an 18 foot easement for a new fence. As neighbors, we support their request for variance and believe it to be in the best interest of their property to ensure the safety of the children playing in the front yard. Currently, the sport court is not enclosed, and balls and other play things are at risk of going into the street. We have also witnessed cars using the space to turn around or even park that are not guests of the Viator/Antunes household. Allowing for a fence to enclose the space is necessary to secure the property. As neighbors, we often use their space and this would improve the safety conditions for all of us.

We support the request for the City of West Lake Hills to grant the easement for the Viator/Antunes household.

Sincerely,

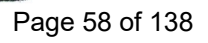
Sallie and Matthew Bentley

1002 Live Oak Ridge Road

West Lake Hills, TX 78746

(713)-591-0927

D. Bryant









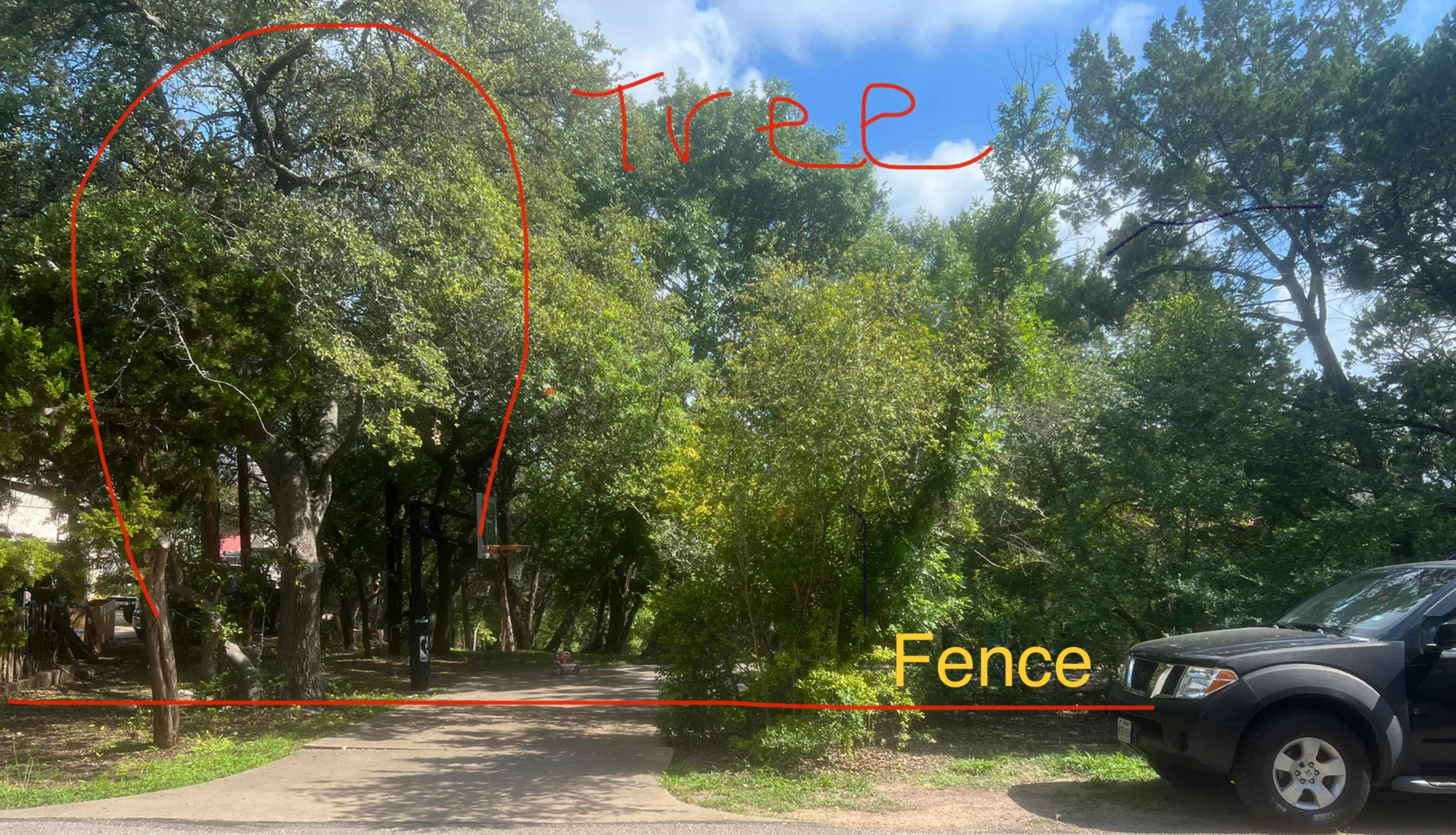


This is a car parked in the driveway
where my kids play









- This is the driveway from Live Oak Ridge onto the basketball court













City of West Lake Hills Zoning & Planning Commission

AGENDA REPORT

Meeting Date:	November 16, 2022	Item Number:	6
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

103 Yaupon Valley - Discussion/Recommendation on variances to remove 5 trees with diameters larger than 14 inches and three encroachments into building setbacks for the construction of a new single family residence (Sections 22.03.304 and 22.03.281 of the West Lake Hills Code). Applicants Ashton and Erica Weinberger.

Recommendation

Staff recommends approval of the variances as proposed. The site is constrained with larger setbacks even though it is barely over half an acre, so the buildable area is severely restricted.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Erica and Ashton Weinberger
Legal Description: Lot 2 McCasland Subdivision
Lot Size: 0.5148 acres (22,424.69 square feet)
Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

103 Yaupon Valley Road is currently an undeveloped lot. The applicant has submitted a variance for three setback encroachments, two side setbacks and a rear setback, and the removal of five trees with trunk diameters of fourteen inches or greater. As the lot is over half an acre, the larger setbacks apply, meaning a 50-foot front setback, 25-foot side setbacks and a 30-foot rear setback.

The five trees requested are:

T255 – 18-Inch Cedar
T262 – 18-Inch Cedar
T263 – 14-Inch Cedar
T266 – 18-Inch Cedar
T269 – 16-Inch Cedar

This is a total of 84 inches, which require a replacement value of 126 inches of replacement. Being on a currently undeveloped lot, there is larger amounts of tree removal requested than if this was a tear down. They worked to avoid some of the larger trees, including T246, a 33-Inch Oak.

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.*
There is a slope at the front of the property that pushes any development further from the road. The size of the property being 0.5148 acres triggers more restrictive setbacks which are already a challenge due to the unique shape of the property. Due to the amount of trees on site we picked a location with the least tree disturbance. And the location of the home was chosen on the the most flat part of the property. There is a greater slope that runs the full length of the north Side Yard and Front Yard of the property.
2. *There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.*
We believe our option preserves the natural terrain of the property and preserves more of the trees than other options. For the uniqueness of the shape of the property, The home size and location has the least disturbance non the terrain and flora.
3. *There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.*
Several other options were considered, and we found this proposed home had the least effect on the tree displacement.
4. *The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.*
The placement of the home and style of home will naturally blend with the various style of neighboring homes. The shape of this property creates hardships and challenges.
5. *The variance does not violate the intent of the Zoning Ordinance or goals of the Comprehensive Plan.*
The proposal is for a Single Family Residence.
6. *The variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners.*
Since most trees are preserved around the home, there won't be much of a change from the view of the street. The style of the home and the minimum disturbance to the trees around the home on the property provides little change from the street view.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

The application is for a proposed 6 lot subdivision.

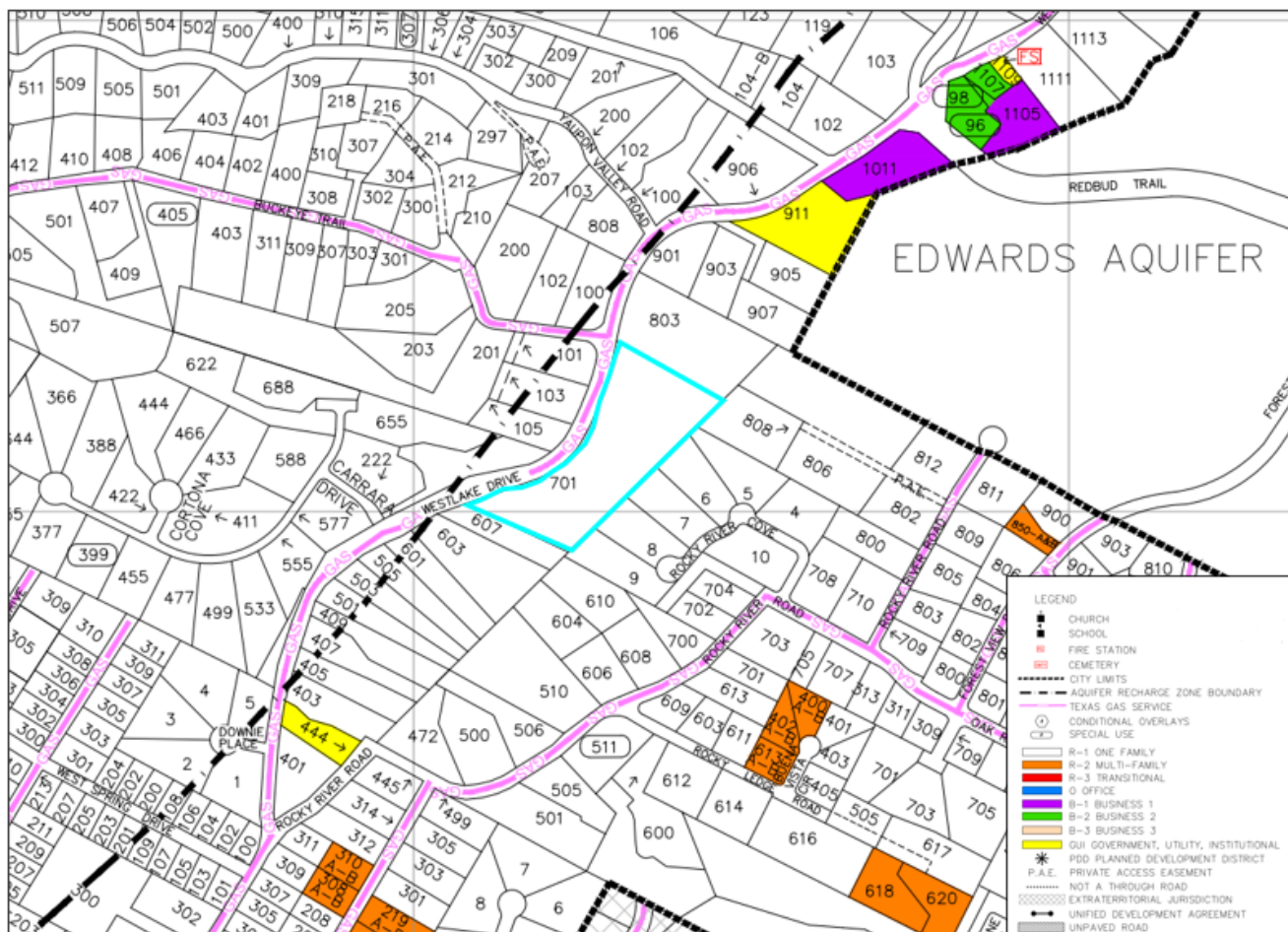
Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

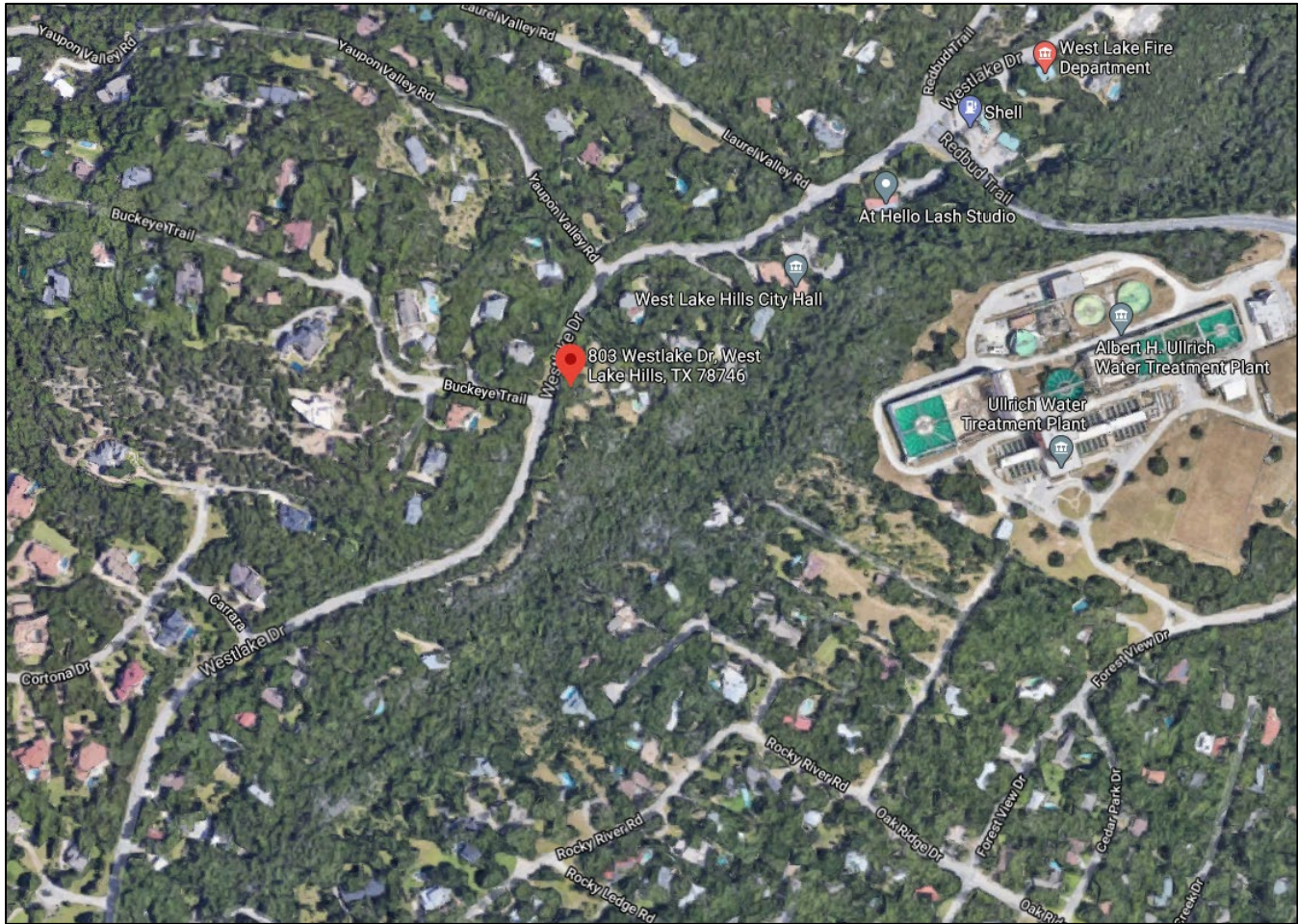
Links to Relevant Code:

7. [Sec. 22.03.281 Schedule of Regulations](#)
8. [Chapter 36 Subdivisions](#)
9. [Texas Local Government Code Chapter 212 Municipal Regulation of Subdivisions](#)

Zoning:



Aerial:



Approved By

Signature

Date

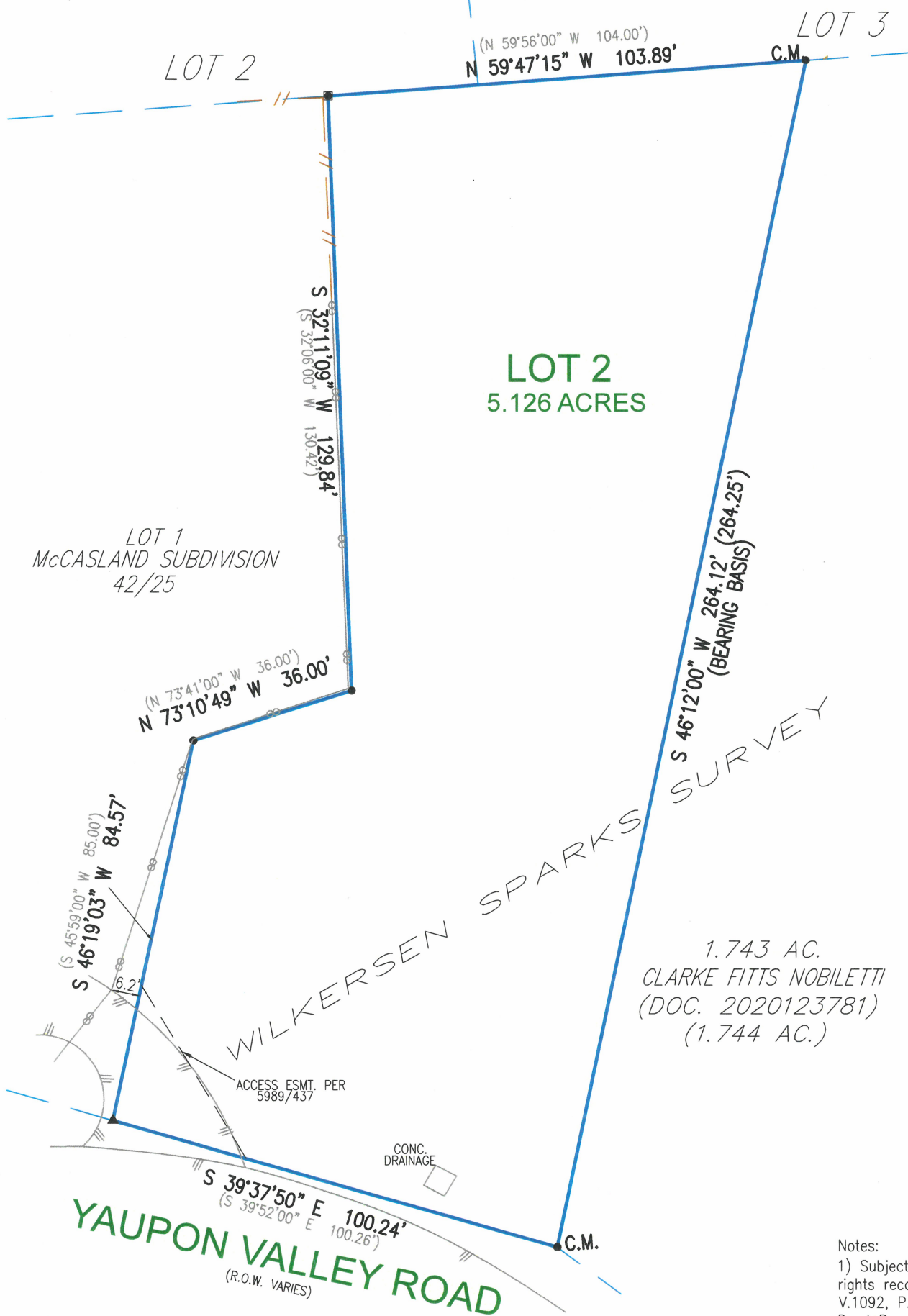
Department Head

Signature

Date

City Administrator

THE OVERLOOK AT WEST LAKE 90/341-342



1.743 AC.
CLARKE FITTS NOBILETTI
(DOC. 2020123781)
(1.744 AC.)

Notes:

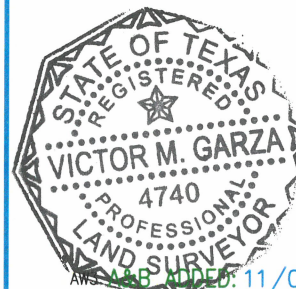
- 1) Subject to restrictions and easement rights recorded in V.645, P.210, V.1031, P.95, V.1092, P.266, V.1171, P.418, V.1425, P.87, Deed Records and Book 42, Page 25, Plat Records.
- 2) Electric easements per V.614, P.260, V.676, P.298, V.659, P.558 V.676, P.298, Deed Records contain insufficient data to locate.
- 3) Subject to Ingress and egress easement per V.947, P.539, Deed Records.
- 4) Overflow Easement per V.103, P.560 & V.274, P.527, Deed Records, does not affect this lot.
- 5) Subject to Blank Type Utility Easement per V.554, P.502, Deed Records.

LEGEND

- 1/2" REBAR FOUND
- 1/2" CAPPED REBAR SET
- 1/2" IRON PIPE FOUND
- 60D NAIL FOUND
- 60D NAIL SET
- CAPPED REBAR FOUND
- "X" SET IN CONCRETE
- "X" FOUND IN CONCRETE
- SPINDLE FOUND
- PUNCH HOLE FOUND
- CHAIN LINK FENCE
- WOOD FENCE
- METAL FENCE
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- () PER PLAT
- C.M. CONTROL MONUMENT
- R.O.W. RIGHT OF WAY
- P.O.B. PLACE OF BEGINNING
- OH OVERHEAD UTILITY LINE
- PP POWER POLE
- AC AIR CONDITIONER

Victor M. Garza
TO THE LIENHOLDER AND / OR PRESENT OWNERS OF THE PREMISES SURVEYED AND TO

BENCHMARK TITLE COMPANY
CHICAGO TITLE INSURANCE COMPANY
I DO HEREBY CERTIFY TO THOSE LISTED HEREON THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND, UNDER MY SUPERVISION, OF THE PROPERTY LEGALLY DESCRIBED HEREON, IS PREPARED IN ACCORDANCE WITH THE TITLE COMMITMENT REFERENCED HEREON, AND THAT THERE ARE NO VISIBLE BOUNDARY LINE CONFLICTS, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON. BUILDING DIMENSIONS ARE APPROXIMATE.



STREET ADDRESS: YAUPON VALLEY ROAD CITY: AUSTIN COUNTY: TRAVIS STATE OF TEXAS
LOT: 2 SUBDIVISION: McCASLAND SUBDIVISION VOL/CAB 42 PG/SLD 25 PLAT RECORDS
REFERENCE NAME: ASHTON WEINBERGER & ERICA WIENBERGER G.F. #: PL21-30868

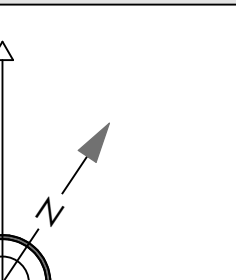


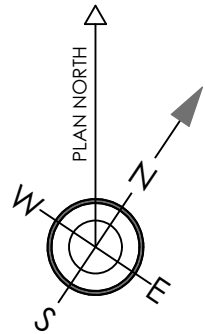
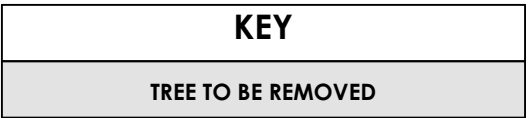
B & G SURVEYING, LLC
FIRM REGISTRATION NO. 100363-00
WWW.BANDGSURVEY.COM
1404 West North Loop Blvd.
Austin, Texas 78756 - Office 512*458-6969

FIELD WORK BY	REESE	08/03/20
CALC'D BY	JOSE	08/06/20
DRAFTED BY	JOSE	08/06/20
CHECKED BY	M.L.	08/06/20

JOB #: B1017621_TA
ORIGINAL SURVEY DATE: 05/24/21
SCALE: 1"= 30'

This tree location survey certifies the size and location of the trees depicted hereon. B&G Surveying, LLC, nor the undersigned, certify the Species/Genus of these trees. For exact Species/Genus contact a Certified Arborist.

252	13" CEDAR	9.75"	274	3" CEDAR		296	5" OAK		318	12" ASH	
253	16" CEDAR	24"	275	7" ASH	5.25"	297	10" CEDAR		319	8" CEDAR	
254	9" CEDAR	6.75"	276	3" CEDAR		298	12" CEDAR		320	7" CEDAR	
255	18" CEDAR	27"	277	3" MT. LAUREL		299	6" M.S. BLACK WALNUT		321	18" CEDAR	
256	13" CEDAR	9.75"	278	13" CEDAR		300	7" OAK		322	8" LIGUSTRUM	
257	14" HACKBERRY		279	4" OAK		301	11" HACKBERRY		323	9" LIGUSTRUM	
258	11" CEDAR	8.25"	280	7" CEDAR		302	20" M.S. HACKBERRY		324	8" LIGUSTRUM	
259	8" CEDAR	6"	281	6" CEDAR		303	4" MT. LAUREL		325	9" LIGUSTRUM	
260	4" ASH		282	13" CEDAR		304	9" CEDAR		326	6" M.S. LIGUSTRUM	
261	14" LIGUSTRUM	21"	283	11" CEDAR		305	14" CEDAR		327	11" CHINABERRY	
262	18" CEDAR	27"	284	4" ASH		306	11" CEDAR		328	5" CHINABERRY	
263	14" CEDAR	21"	285	8" CEDAR		307	11" LIGUSTRUM		329	5" CEDAR	
264	12" CEDAR	9"	286	11" CEDAR		308	5" M.S. CHINABERRY		330	9" OAK	
265	16" M.S. OAK		287	20" CEDAR		309	8" CEDAR		TOTAL REPLACEMENT INCHES= 284.5"		
266	18" CEDAR	27"	288	11" HACKBERRY		310	15" LIGUSTRUM				
267	15" CEDAR		289	14" CEDAR		311	9" CHINABERRY		KEY TREE TO BE REMOVED		
268	11" CEDAR	8.25"	290	4" MT. LAUREL		312	12" CEDAR				
269	16" CEDAR	24"	291	3" MT. LAUREL		313	9" HACKBERRY				
270	10" M.S. OAK	7.5"	292	18" CHINABERRY		314	8" CEDAR				
271	8" HACKBERRY	6"	293	10" CEDAR		315	12" CEDAR				
272	9" HACKBERRY		294	5" OAK		316	14" HACKBERRY				
273	9" OAK		295	6" M.S. CHINABERRY		317	12" ASH				



JAY **CORDER** ARCHITECT
[512] 243.8507
2700 W. ANDERSON LN.
SUITE 309
AUSTIN, TX 78757
JAYCORDER.COM

**WEINBERGER
RESIDENCE**

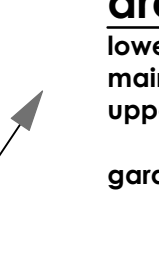
103 YAUPON VALLEY RD.
WEST LAKE HILLS
TEXAS 78746

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REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION**

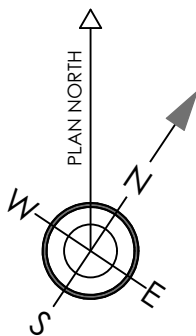
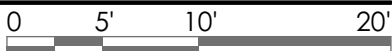
SHEET IS FORMATTED
TO 22"x34". SCALES
ARE ONE HALF OF
NOTED WHEN PRINTED
AT HALF SIZE (11x17)

EXISTING- SITE PLAN

This tree location survey certifies the existence and location of the trees depicted here. B&G Surveying, LLC, nor the undersigned, certify the Species/Genus of these trees. For exact Species/Genus, contact a Certified Arborist.

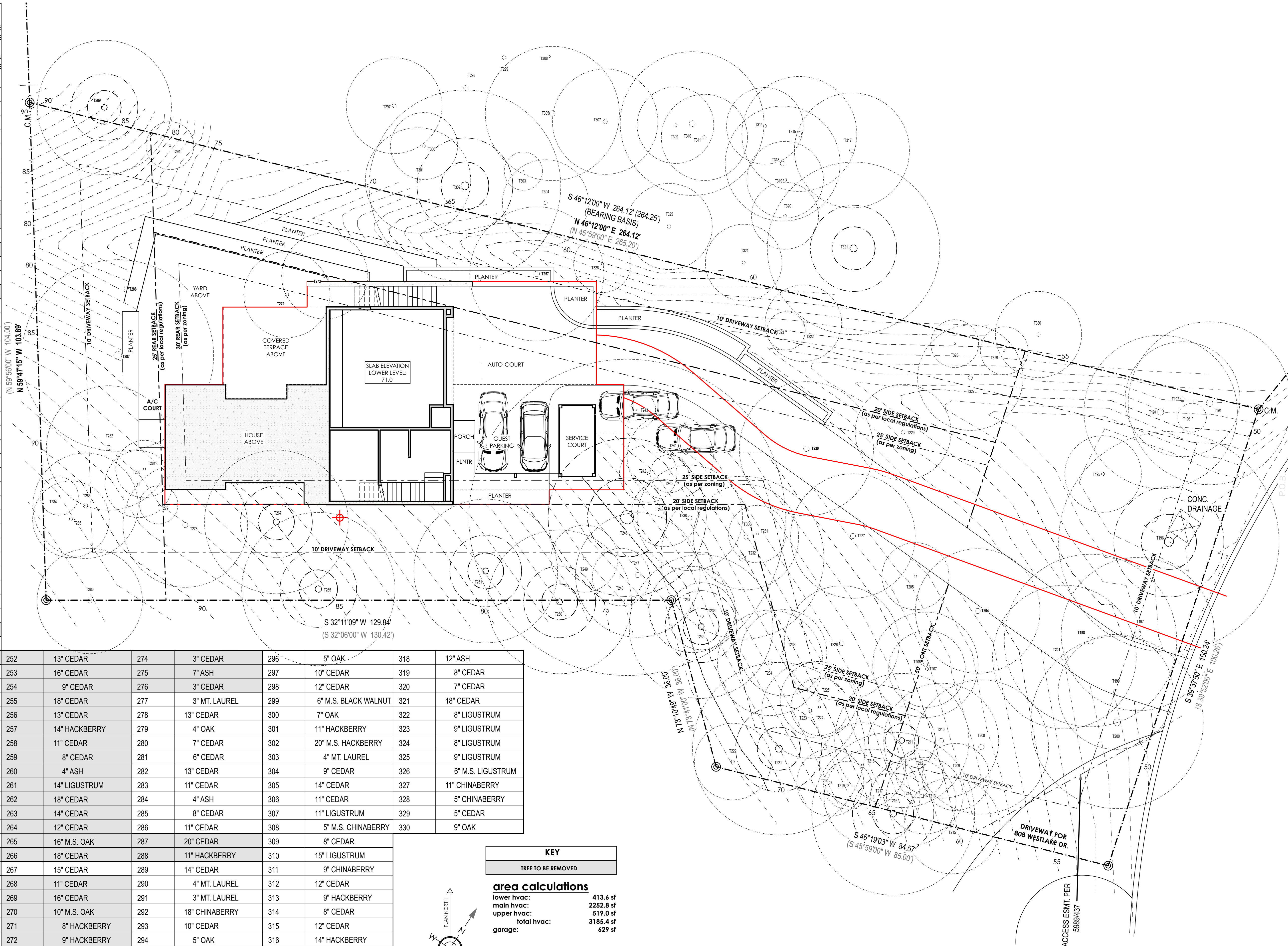
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244	11" HACKBERRY	266	18" CEDAR	288	11" HACKBERRY	310	15" LIGUSTRUM		
245	9" CEDAR	267	15" CEDAR	289	14" CEDAR	311	9" CHINABERRY		
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251	15" HACKBERRY	273	9" OAK	295	6" M.S. CHINABERRY	317	12" ASH		

SCALE: 1" = 10'



TREE TO BE REMOVED

lower hvac:	413.6 sf
main hvac:	2252.8 sf
upper hvac:	519.0 sf
total hvac:	3185.4 sf
garage:	629 sf



JAY
COR
DER
ARC
HIT
ECT

2700 W. ANDERSON LN.
SUITE 309
AUSTIN, TX 78757

JAYCORDER.COM

[illegible]

103 YAUPON VALLEY RD
WEST LAKE HILLS
TEXAS 78746

FOR REVIEW ONLY

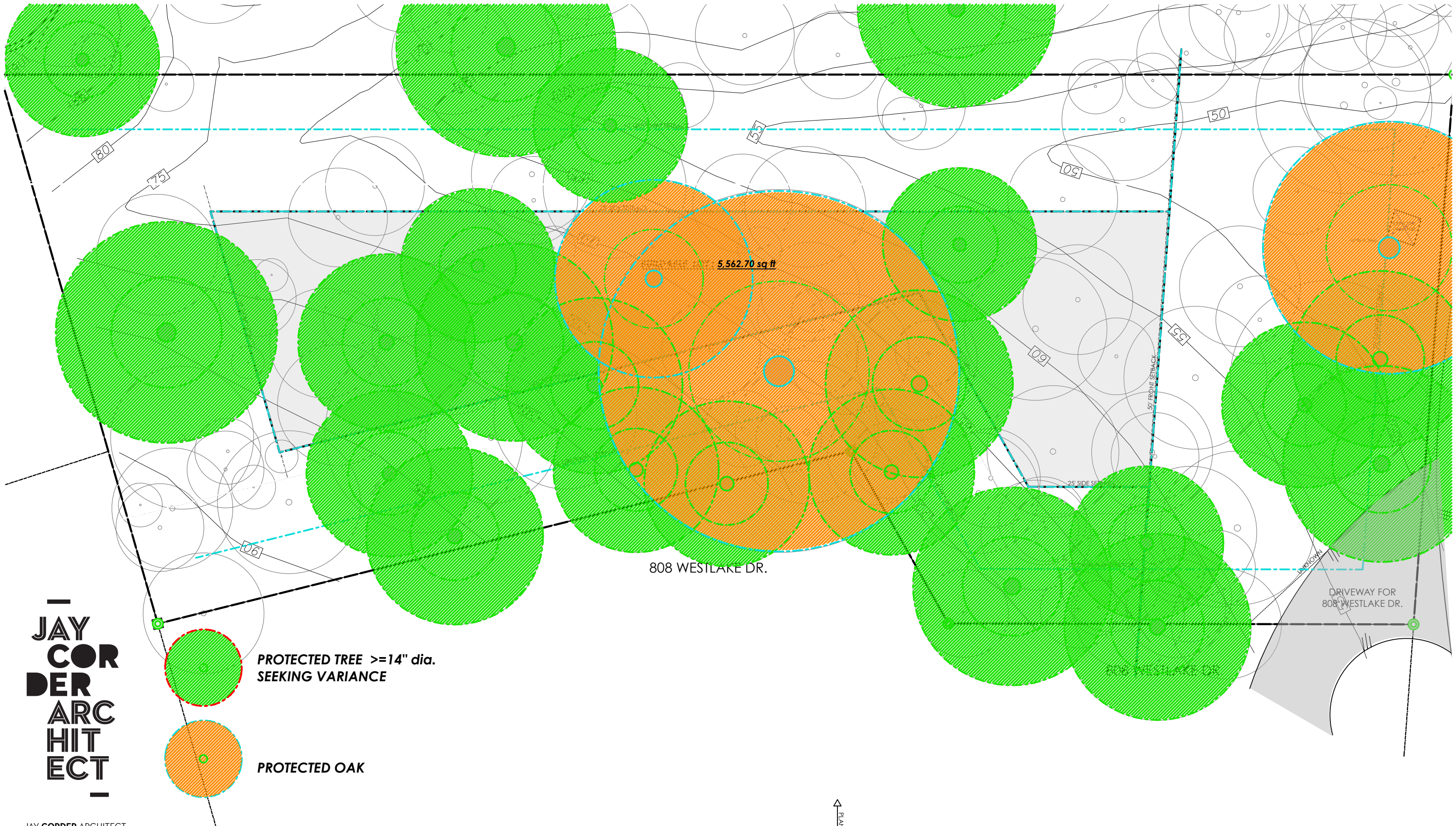
**THIS DOCUMENT
IS INCOMPLETE
AND MAY NOT BE
USED FOR
REGULATORY
APPROVAL,
PERMITTING OR
CONSTRUCTION**

DATE:	8/19/22
PM:	SW
DRAWN:	JC, SW

SHEET IS FORMATTED
TO 22"x34". SCALES
ARE ONE HALF OF
NOTED WHEN PRINTED
AT HALF SIZE (11x17)

A1.02

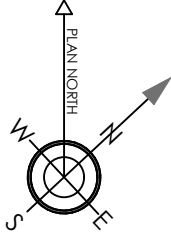
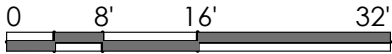
PROPOSED- SITE PLAN



**JAY
CORDER
ARCHITECT**

JAY CORDER ARCHITECT
[512] 243.8507
2700 W. ANDERSON LN.
SUITE 309
AUSTIN, TX 78757
JAYCORDER.COM

1 **SITE PLAN- To Be Verified**
SCALE: 1/16" = 1'-0"



**103 YAUPON VALLEY ROAD
WEST LAKE HILLS, TEXAS**



City of West Lake Hills Zoning & Planning Commission

AGENDA REPORT

Meeting Date:	November 16, 2022	Item Number:	7
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

309 Westhaven Drive - Discussion/Recommendation on variances to remove a tree with a diameter larger than 14 inches and two side setbacks encroachments for a remodel/addition to an existing single family residence (Sections 22.03.304 and 22.03.281 of the West Lake Hills Code). Applicant Michael Crockett.

Recommendation

Staff recommends approval of the variance as requested. The proposed additional stays in alignment with the existing house, and the tree falls in the middle of the buildable area and will be replaced per code.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Michael and Brooke Crockett
Legal Description: Lot 35 Westlake Park
Lot Size: 0.3422 acres (14,905.26 square feet)
Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

The applicant has submitted a variance request for two setback encroachments and removal of one tree.

The tree is T100, a 26-Inch Live Oak that falls directly in the center of the property and cannot be worked around as the critical root zone takes up the entire width of the buildable area and about one-third of the entire developable area on the lot. This tree requires 39-inches of replacement per code.

The two setbacks are the two side setbacks. Code requirement is 20 feet for a two-story structure, and the applicant has the structure at 15-feet from each property line with a roof overhang on each side. Doing this preserves additional vegetation on the lot as there are several variance sized oak trees the applicant is working to save with this proposal.

Variance Criteria Review:

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

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

The Westlake Park subdivision has a traditional post-war neighborhood design and layout. The lots are typically much smaller than the median West Lake Hills lot and the resulting buildable area within the trees and setbacks creates significant challenges.

This lot, having had an unmodified existing house (1,440sf) on the lot since 1960, has allowed many mature trees to hem in the building site. The lot has a 26" oak (#100) directly in the center of the lot just behind the existing house. Providing reasonable protection to the root zones, such that the tree would likely survive construction, severely limits the buildable area, and removal of this one tree can allow all of the remaining mature trees to remain.

There are two large 23" live oaks on the west side of the house (#71 & #72) that are very prominent from the street and create a significant canopy for our neighbors to the west (307 Westhaven Dr.). Building a second floor on top of the existing house would require removal of significant parts of this canopy. Additionally, these trees are located very close to the foundation of the existing house, and removal or reconstruction of the existing foundation could impact the health of those trees.

Additionally, the existing house is non-conforming to the current code setbacks, with an 8.4' setback on one side and 15.2' on the other, but with 2' eaves projecting beyond in both cases. The topography behind the existing house falls off rapidly and would cause a traditional two story house to be taller than the maximum height of 30'.

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

We are proposing to only impact one central tree that stands alone, allowing us to preserve the next line of trees running across the middle of the site. Trees #90, #91, #92, #93 and #94 located nearer the side property lines can all remain. We propose to plant the necessary mitigation trees.

Additionally, we propose to step down with the natural terrain to create a walk out basement rather than building a large foundation wall, or a taller two story house, that would require the removal of significant parts of the canopy on the two large prominent live oaks on the west side of our house (#71 & #72), which also provide significant benefit to our neighbors.

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

We considered tearing down the existing house completely and building an all new two-story house within the allowable building footprint taking into account both the 20' two story setbacks and the ½ critical root zones of the existing trees. We rejected this for all of the following reasons:

1. The remaining buildable footprint is about 1,800sf and so a two story building with a 450sf two car garage would only net 3,150sf of house. Adding any articulation to the walls or footprint would only reduce this area. This would result in a severe size restriction on a ¼ acre lot.

2. The existing house is true to the character of the neighborhood and provides good bones to update and reuse. It is neither environmentally prudent or cost effective to simply teardown 1,718sf (including the garage) of usable existing building without considering reasonable alternatives.

3. A two story house that goes up a floor above the ground floor is much more of a visual disturbance to our neighbors than one that has a walkout basement (which is the norm for our neighborhood). This is particularly true for 310 Westhaven drive across the street, which currently enjoys a lovely city view over our house out an expansive glass wall that is the main design feature of that residence. Building a traditional 2 story house would block this view entirely. Additionally a two story house built in place of the house, would require removing significant parts of the canopies of the two 23" live oaks just west of our house, and the construction could endanger their health.

We considered building only a single story house by removing the basement level entirely and just building a larger foundation wall. This would result in the same massing of the house, with the roof at the same height as proposed, however, filling that 7' with concrete would be a waste of construction and space resources, provide no benefit to our neighbors, and to achieve similar SF would necessitate an even larger footprint extending further into the back yard. This would endanger the root zones of trees #90, #91, #92, #93, and #94. Additionally, the resulting deeper 1 story house would actually be taller (as the grade falls away) than the shorter walk out basement house proposed.

We considered not having eaves on the addition to the house, but the resulting building felt very out of character, both with the existing house and the neighborhood. The proposal is to maintain the limits and dimensions of the existing eaves on the rear addition as this creates minimal additional impact on the visual presence of the house beyond what is already there while complementing the mid-century ranch style house.

The proposed alternative finds a way to reuse the existing structure, add a desirable amount of SF to bring the house in line with homes typical of West Lake Hills, preserve significant live oaks growing in a band across the middle of the site, all while minimizing any additional visual impact on our neighbors, or the public street.

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

Removal of the 26" Tree: Removing this one tree, centrally located in our backyard, allows all other trees to be maintained. As the residents of the house, we are the primary beneficiaries of this rear tree, and the impact is less than if trees closer to the property lines were removed or significantly trimmed back.

Two Story side yard variance: We propose sticking to the 1 story setback lines, not building up from the existing 1-story home, but using the falling grade to build a walkout basement. The walk-out basement is the norm for our neighborhood and is present in 301, 305, and 311 Westhaven and 203, 205, 207, 301, 303, 305 and 309 McConnell among others, which all have 1 story street fronts and walk-out basements to the rear. The result is a two story home, technically, but not in the way the house is perceived from the street, and it is only very minimally perceptible from the side elevations as well. This allows us to get the SF of a two story home while not blocking the view of our neighbors, nor adding a significantly larger 1 story footprint which would be both more visible to our neighbor's backyards and encroach on the root zones of the band of oaks running across the middle of the lot.

Eave Variance: we propose to match the existing eave on the rear addition. This eave does not extend further out than the existing, but maintains the existing character of the house.

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

We believe the intent of the current code is not to unduly restrict and punish small lots, but to maintain the character and beauty of West Lake Hills, both in the housing stock and the trees and vegetation, and to protect the privacy and view of one's neighbors. Every time I sit at Mozarts with a coffee, I look across the lake and point out how dramatic the visual difference is between the 30' max height houses of West Lake Hills and the houses of Travis County. We are trying to stay true to this intent and minimize the visual mass of the addition to our house. We believe that we are being good neighbors, maintaining and improving the character of our house in a way that minimizes the visual impact on our neighbors and the public street, improves property values by updating and restoring an original house in the neighborhood to current building and market standards, while keeping all but one mature tree (of which we are the primary beneficiary of that tree).

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

The rear addition is nearly completely unseen from the front of the house. The proposed roof ridge of the addition matches the existing and is not visible from the street. This is a huge benefit to our neighbor across the street as it will maintain their downtown view for many years to come (As opposed to someone buying the lot as a tear down and building a large traditional two story home). Only our directly adjacent side neighbors can see the addition, however both of these adjacent neighbors have existing houses which extend further back into their lots than our proposed addition. So by remaining shorter than their existing houses, we protect their backyard views. We are building the desired SF in a more compact footprint by capturing the space of the walk out basement and by this we are able to keep from extending further back beyond their existing houses. Thus we minimize the visual impact on these neighbors. Additionally we are able to maintain significant trees and tree canopy around the property, that would be lost with many of the other solutions considered.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

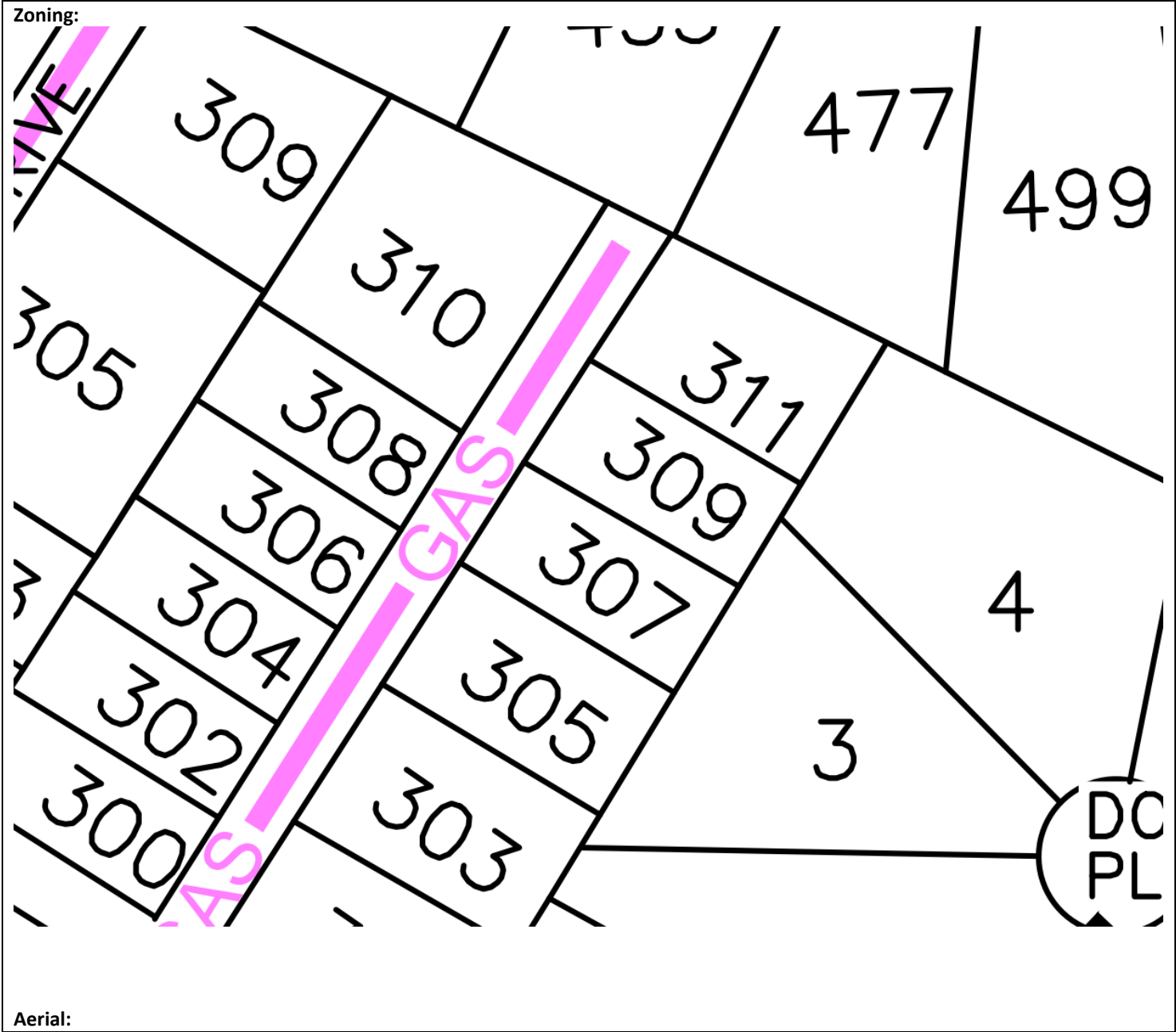
This request will not change the subdivision.

Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Sec. 22.03.514](#) [Criteria and process required for granting variance](#)
- [Sec. 22.03.281](#) [Schedule of Regulations](#)
- [Sec. 22.03.304](#) [Tree and Vegetation Removal and Replacement](#)





Approved By		
	Signature	Date
Department Head	_____	_____
	Signature	Date
City Administrator	_____	_____

ADDRESS:
309 WESTHAVEN DRIVE, 78746

Waterloo Surveyors
SURVEY PLAT

(S 34°14'00" W 85.00')
S 34°50'12" W 84.66'

A0795TT

Vista De La Cima Subdivision
87/19B

lot 4

lot 3

Found 1/2"
Iron Rod

Found 1/2"
Iron Rod

LOT 35
0.3320 acres
14,464 sq. ft.

LOT 36

TREE LIST
NO# SIZE TYPE

#56, 14" Spanish Oak
#57, 5.5" Crepe Myrtle
#58, 6" Crepe Myrtle
#59, 19" Spanish Oak
#60, 13" Elm
#71, 23" Live Oak
#72, 23" Live Oak
#88, 3" Hackberry
#89, 4" Hackberry
#90, 20.5" Juniper
#91, 20" Live Oak
#92, 13" Live Oak
#93, 15" Live Oak
#94, 20" Live Oak
#95, 20" Live Oak
#96, 3" Hackberry
#100, 26" Live Oak
#101, 28" Live Oak
#103, 4" Juniper
#104, 20" Juniper
#105, 8" Live Oak
#106, 8" Live Oak
#110, 17" Live Oak
#111, 31.5" Live Oak

tree

root
zone
+/-

S 55°17'00" E 172.20'
S 55°17'00" E 171.80'

Cortona Subdivision
Doc#200100129

lot 3

lot 2

LEGEND

HOG WIRE —W—W—W—
WOOD FENCE —//—//—//—
OVERHEAD ELECTRIC —e—e—e—
POWER POLE —●—
WATER METER (M)
WATER VALVE (V)
CLEANOUT (C)
GAS METER (G)
SEPTIC LID (S)

NOTE:

THE TREE CIRCLES SHOWN HEREON
HAVE ONE (1) FOOT RADIUS DRAWN
FOR EVERY ONE (1) INCH OF
MEASURED TRUNK DIAMETER AS
MEASURED 4.5' FROM GROUND UP.
MULTI-TRUNK TREES ARE DISPLAYED
USING THE FOLLOWING FORMULA:
SUM OF THE LARGEST TRUNK + 1/2
OF THE SUM OF SMALLER TRUNKS.

NOTE:

THIS SURVEY WAS PERFORMED
WITHOUT THE BENEFIT OF A
TITLE COMMITMENT AND OTHER
EASEMENTS, RESTRICTIONS
AND CONDITIONS MAY APPLY

NOTE:

THE ELEVATIONS SHOWN HEREON ARE
NAVD88, BASED ON LOCAL NETWORK
GPS OBSERVATION.

FIRM# 10124400

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LEGAL DESCRIPTION:

LOT 35, WESTLAKE PARK, A SUBDIVISION IN
TRAVIS COUNTY, TEXAS, ACCORDING TO THE
MAP OR PLAT THEREOF RECORDED IN VOLUME
7, PAGE 74, PLAT RECORDS, TRAVIS COUNTY,
TEXAS.

State of Texas:

County of Travis:

The undersigned does hereby certify that this survey
was this day made on the property legally described
hereon and is correct, and this survey substantially
complies with the current Texas Society of Professional
Surveyors Standards and within

Specifications for a Category 1B,3,6, Condition II Survey.

Dated this the 3RD day of AUGUST, 2022

And the property described hereon IS NOT
a special flood hazard area as identified by the Federal
Insurance Adm. Department of HUD Flood hazard boundary
map revised as per Map Number: 48453C0445K

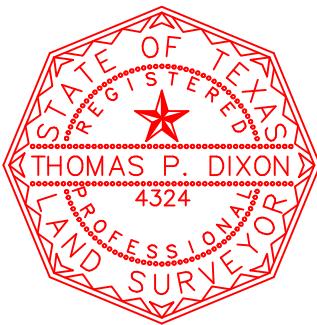
(BM)

Bench Mark

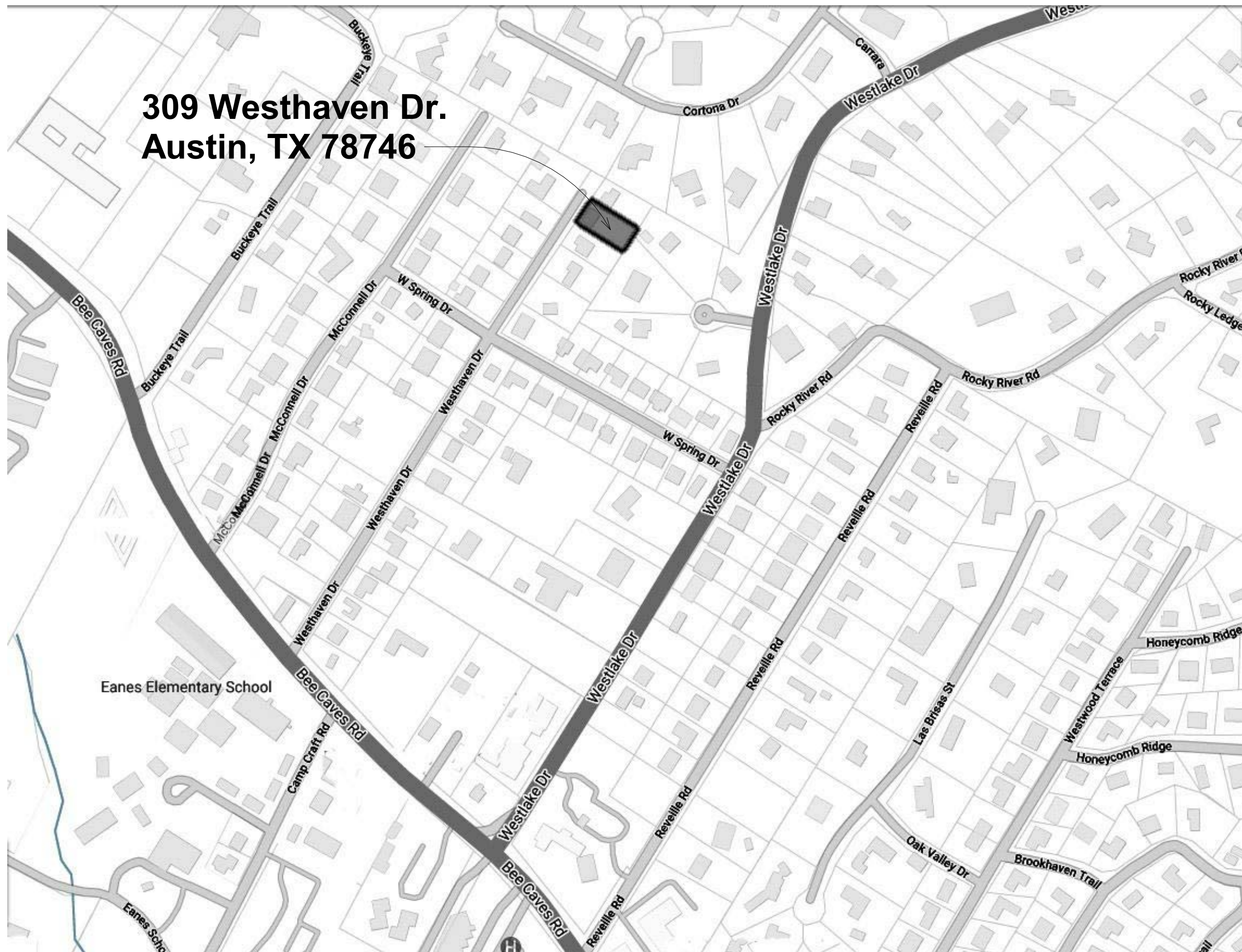
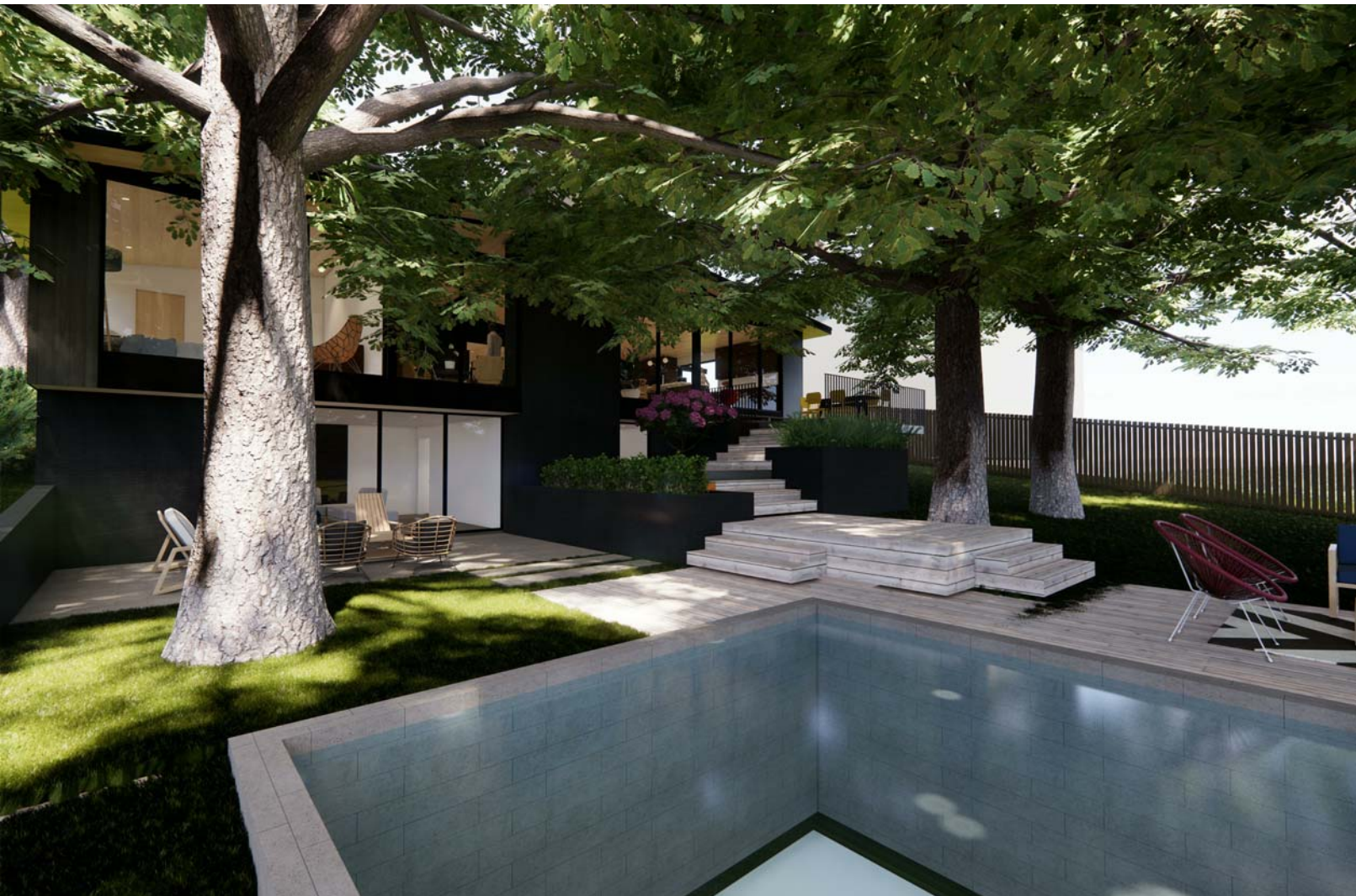
Set "□" on curb
Elev. 805.3'
NAVD88

Zone: X Dated: 01/22/20

Thomas P. Dixon R.P.L.S. 4324



309 Westhaven Drive - Remodel



PROJECT SIZE	
Existing:	1,442sf conditioned 276sf garage 18sf covered porch 128sf patio 106sf greenhouse
Proposed:	3,575sf conditioned 300sf garage 50sf covered porch 232sf patio 690sf deck 15'x28' pool

GENERAL PROJECT NOTES

- FIELD VERIFY DIMENSIONS PRIOR TO START OF THE WORK.
- DO NOT SCALE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN.
- NOTIFY ARCHITECT OR OWNER OF ANY DISCREPANCIES OR NONCOMPLIANCE FOUND IN THE DRAWINGS PRIOR TO PROCEEDING WITH CONSTRUCTION OR ORDERING OF MATERIALS.
- THESE DRAWINGS ARE INTENDED TO COMPLY W/ THE 2012 INTERNATIONAL RESIDENTIAL CODE, & ANY APPLICABLE LOCAL REGULATIONS AND/OR LOCAL DEED RESTRICTIONS. CONTRACTOR AND HIS/HER SUBCONTRACTORS SHALL COMPLY W/ ALL APPLICABLE CODES.
- CONTRACTOR AND HIS/HER SUBCONTRACTORS ACCEPT FULL RESPONSIBILITY TO ENSURE THAT DRAWINGS ARE CODE COMPLIANT. CONTRACTOR SHALL ACCEPT FULL LIABILITY FOR ANY CHANGES MADE TO THE DRAWINGS W/ OUT VERIFYING W/ THE ARCHITECT.
- ARCHITECT IS GOVERNED BY THE TEXAS BOARD OF ARCHITECTURAL EXAMINERS, (512) 458-1363.
- THESE DRAWINGS DO NOT SPECIFY ANY ACTUAL MATERIALS, FINISHES, PAINT COLORS, FIXTURES, APPLIANCES, OR EQUIPMENT. CONTRACTOR SHALL COORDINATE THE SELECTION OF THESE ITEMS W/ THE OWNER AND SHALL ACCEPT FULL RESPONSIBILITY FOR PROPER DETAILING & INSTALLATION OF THESE ITEMS.
- ALL STANDARD ASSEMBLIES, MATERIALS, FINISHES, PAINT COLORS, FIXTURES, APPLIANCES, & EQUIPMENT SHALL BE CONSTRUCTED AND/OR INSTALLED PER THE MANUFACTURERS RECOMMENDATIONS & ANY APPLICABLE CODES.
- ARCHITECT IS NOT RESPONSIBLE FOR MEANS & METHODS OF CONSTRUCTION OF THAT WHICH IS NOT DETAILED IN THESE CONSTRUCTION DOCUMENTS. CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR ALL ASPECTS OF CONSTRUCTION.
- ALL ASSEMBLIES MATERIALS, FINISHES, FIXTURES, APPLIANCES, & EQUIPMENT TO BE GUARANTEED FOR ONE YEAR FROM DATE OF FINAL PAYMENT, IN ADDITION TO ALL INDUSTRY STANDARD WARRANTIES.
- CONTRACTOR SHALL PROVIDE ALL LABOR SERVICES, EQUIPMENT, & MATERIALS REQUIRED FOR THE COMPLETE INSTALLATION OF THE ASSEMBLIES, MATERIALS, FINISHES, FIXTURES, APPLIANCES, & EQUIPMENT NOTED IN THESE DRAWINGS.
- THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. CONTRACTOR ACCEPTS FULL RESPONSIBILITY FOR INITIATING, MAINTAINING, & SUPERVISING ALL SAFETY PRECAUTIONS & PROGRAMS NECESSARY FOR THE COMPLETION OF THE WORK.
- CONTRACTOR SHALL GIVE NOTICE TO ALL AUTHORIZED INSPECTORS, SUPERINTENDENTS OR PERSONS IN CHARGE OF UTILITIES AFFECTED BY HIS/HER OPERATIONS PRIOR TO COMMENCING WORK.
- CONTRACTOR ACCEPTS FULL RESPONSIBILITY TO SUBMIT & SECURE ALL APPROVALS, PERMITS, TESTS, INSPECTIONS, & CERTIFICATES OF COMPLIANCE AS REQUIRED. CONTRACTOR ACCEPTS FULL RESPONSIBILITY TO ENSURE THAT ALL PERMITS NECESSARY TO LEGALLY PERFORM THE WORK HAVE BEEN APPROVED & OBTAINED PRIOR TO THE START OF WORK.
- DURING CONSTRUCTION OF THE WORK, CONTRACTOR SHALL MAINTAIN A CLEAN & ORDERLY WORK AREA AT ALL TIMES.
- UPON COMPLETION OF THE WORK, CONTRACTOR SHALL CLEAR THE SITE OF ANY MATERIAL DEBRIS, & CLEAN UP ANY BUILDING OR SITE AREAS AFFECTED BY CONSTRUCTION.
- THESE DRAWING DO NOT SHOW TYPICAL DETAILING AND/OR WATERPROOFING.
- THE DESIGN & SIZING OF ALL STRUCTURAL MEMBERS IS THE RESPONSIBILITY OF THE ENGINEER CHOSEN BY THE CONTRACTOR/OWNER.
- VERIFY EXISTING CONDITIONS AND DIMENSIONS PRIOR TO CONSTRUCTION START.

Sheet List	
Sheet Number	Sheet Name
A000	cover sheet
A001	architectural site plan
A002	demo plans & elevations
A003	Existing Plan
A004	3D views
A005	Rear Views
A006	Existing Conditions
A007	Neighborhood Precedents
A100	foundation plan
A101	dimension plans
A102	furniture plans
A200	building elevations
A201	building elevations
A300	building sections



1107 south 8th street
austin, texas 78704
512.970.5669

Crockett Residence

309 Westhaven Drive
West Lake Hills, TX
78746

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alan knox, aia # 21945

10.12.2022

No.	Description	Date

Date 10.12.2022

project number 1099

Drawn by bc
Checked by ack

cover sheet

A000



WESTHAVEN DRIVE

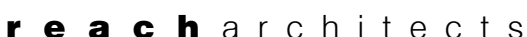


WESTHAVEN DRIVE

[illegible]

**architectural site
plan**

A001



Crockett Residence

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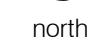
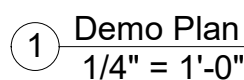
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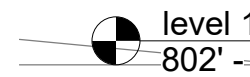
A002

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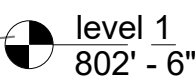
1. DEMO EXISTING ELECTRICAL. REWIRE ALL OUTLETS & SWITCHES
2. DEMO ALL CROWN MOULDING
3. DEMO ALL FLOORING (INCLUDING VINYL, TILE AND WOOD)
4. ASSUME DEMO ALL EXISTING DRYWALL. DEMO BEADBOARD PANELING.
5. DEMO ALL WINDOWS & DOORS. INTERIOR DOORS TO BE REPLACED.
6. SAVE DISHWASHER, DISPOSAL, WASHER AND DRYER. DEMO ALL REMAINING APPLIANCES.
7. DEMO ALL PLUMBING FIXTURES.
8. DEMO ALL LIGHT FIXTURES. SAVE DINING ROOM PENDANT.



8 $\frac{1}{4}'' = 1'-0''$



9 $\frac{\text{Elevation V}}{1/4" = 1'-0"}$



② $\frac{1}{4}'' = 1'-0''$



③ $\frac{1}{4}" = 1'-0"$



reach architects

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Crockett Residence

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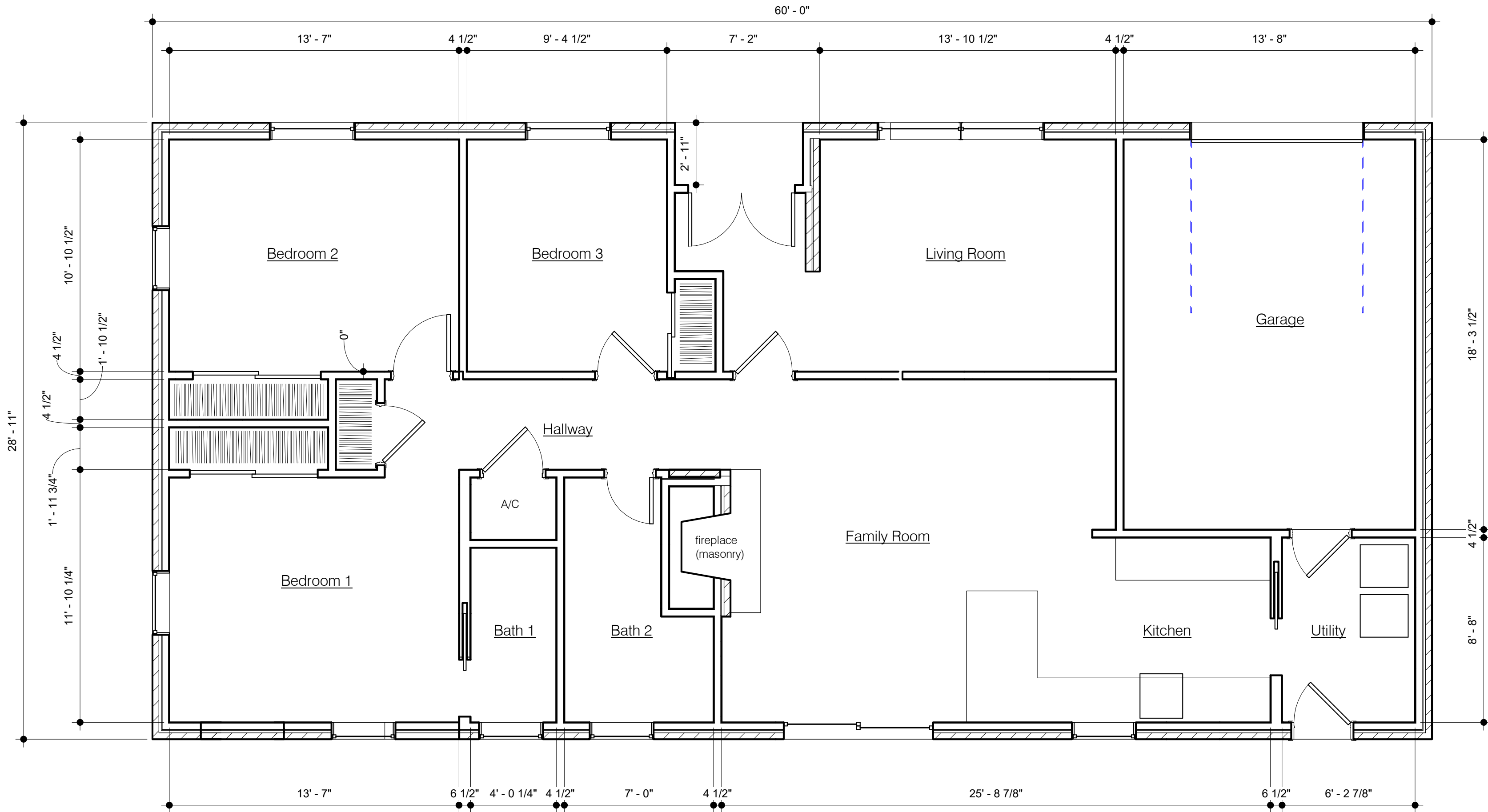
project number 1099

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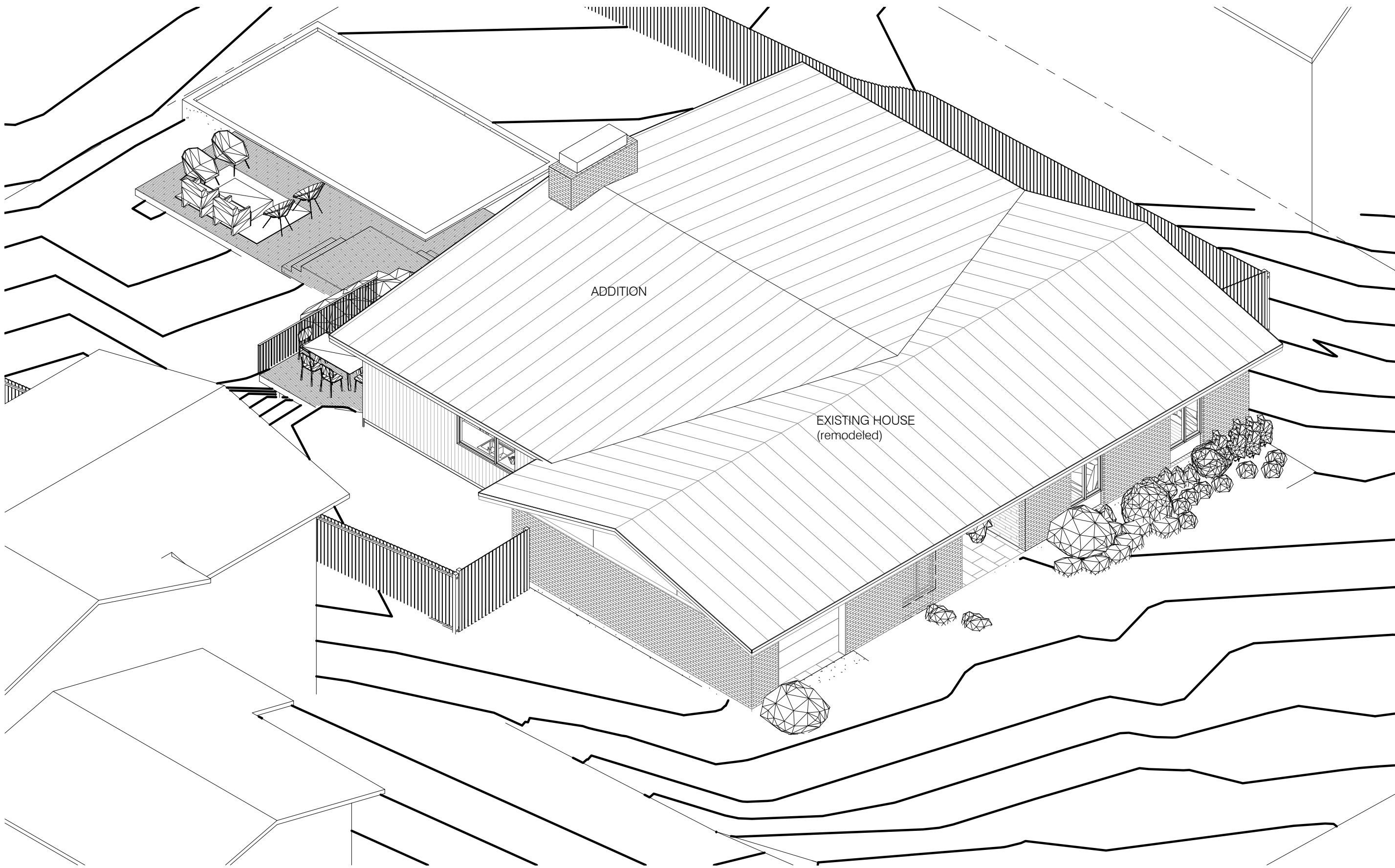
Checked by Ak

Existing Plan

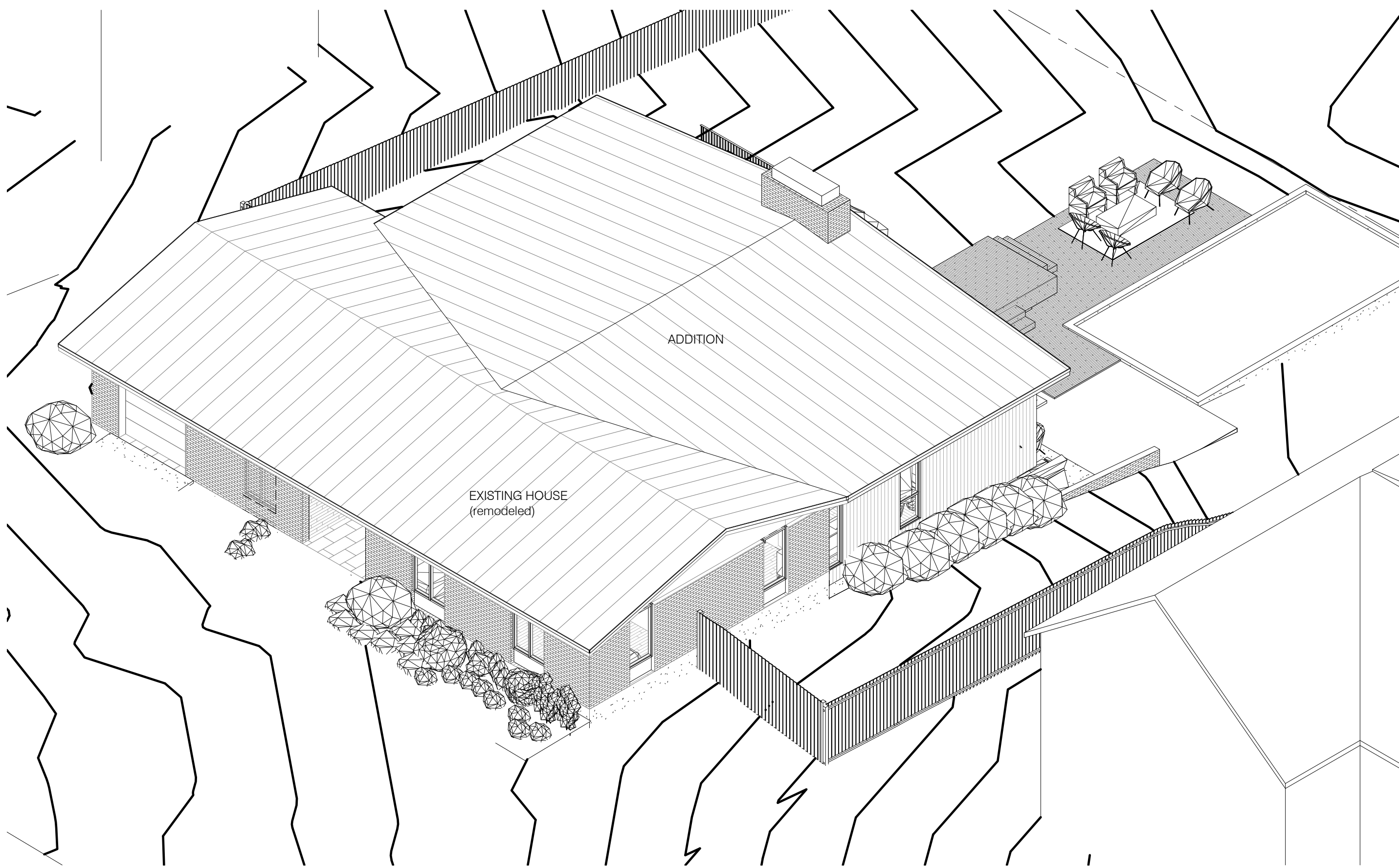
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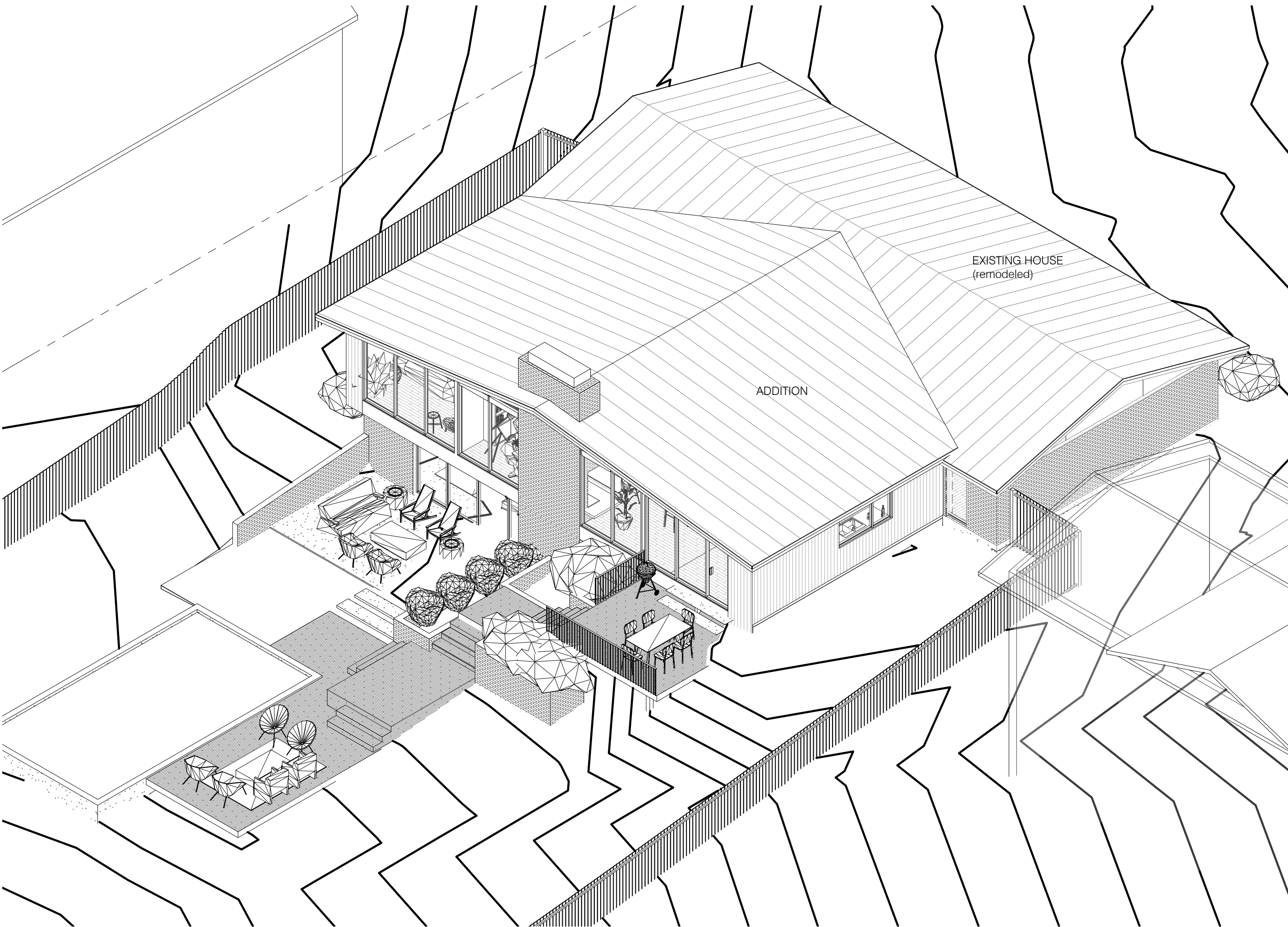
① Existing Plan
1/4" = 1'-0"



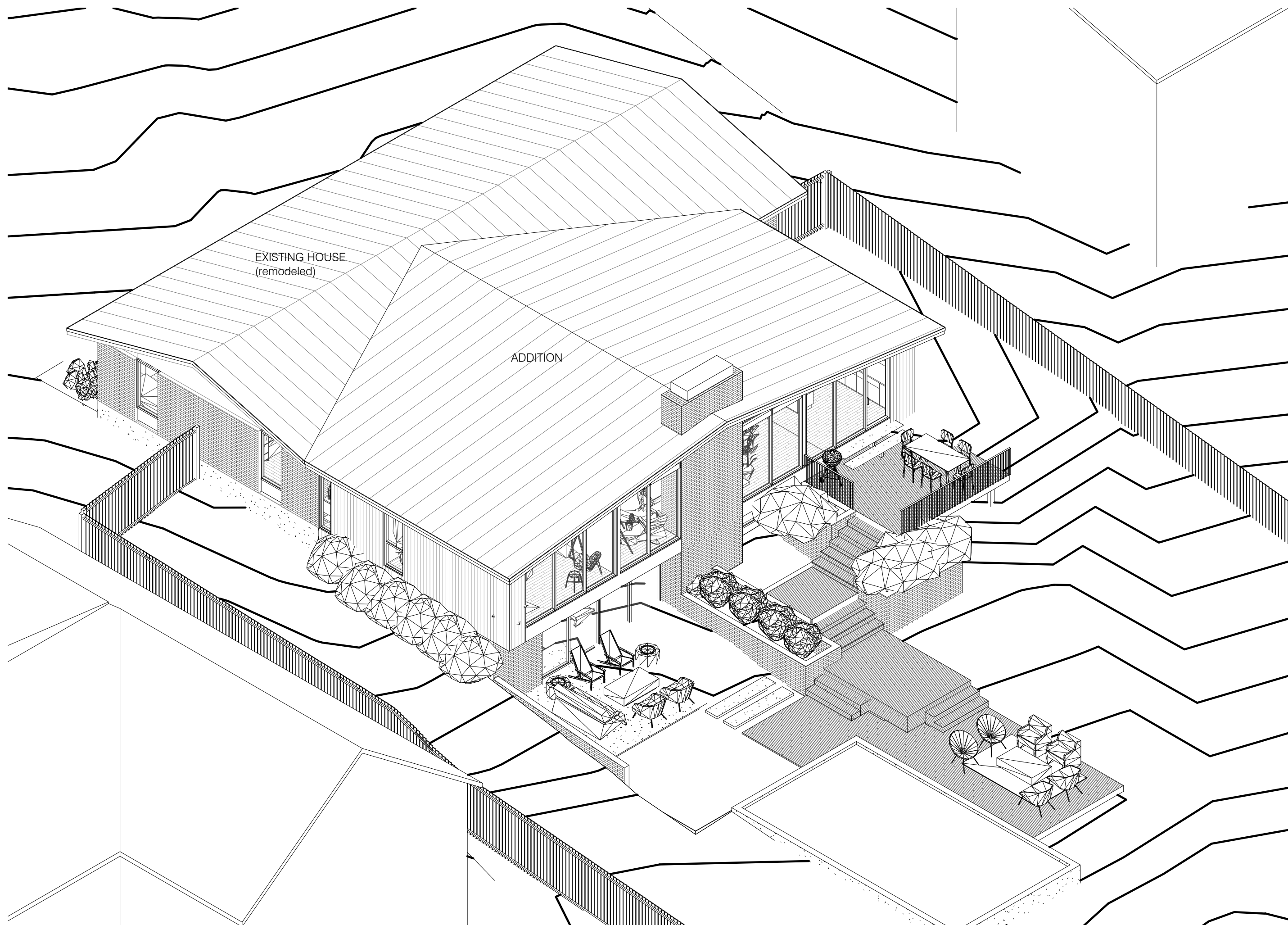
1 North East



2 North West



3 South East



4 South West

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Drawn by

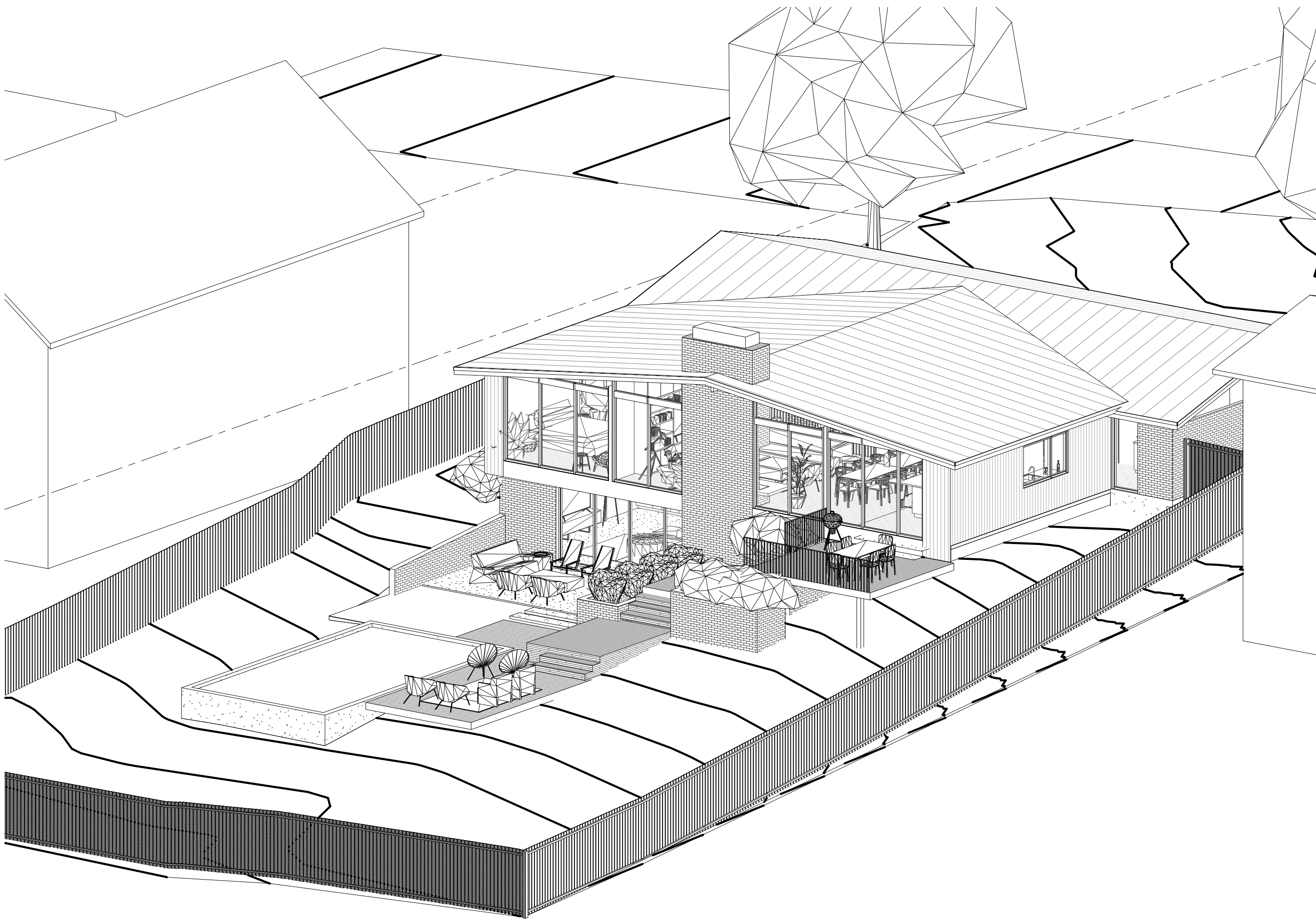
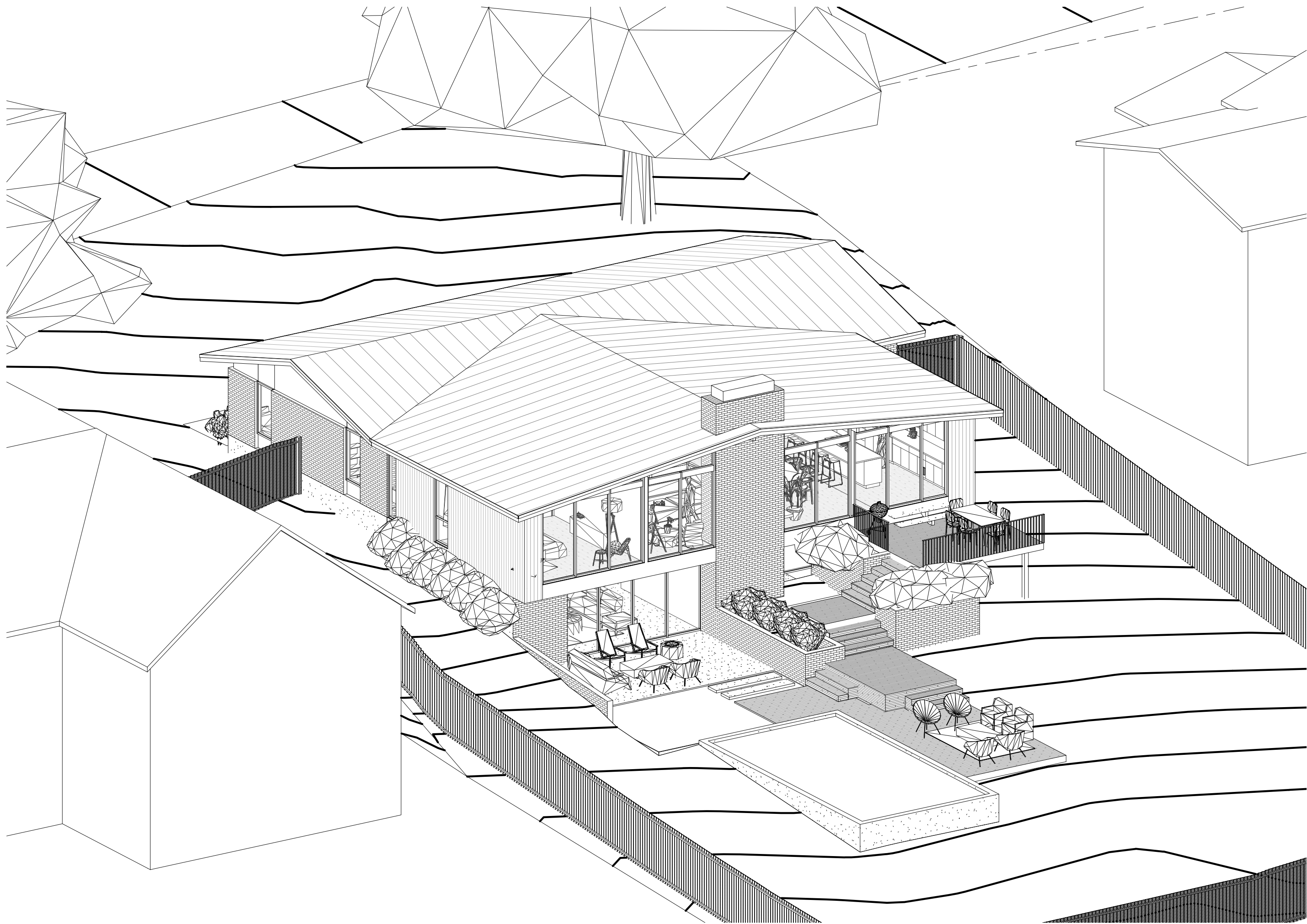
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ack

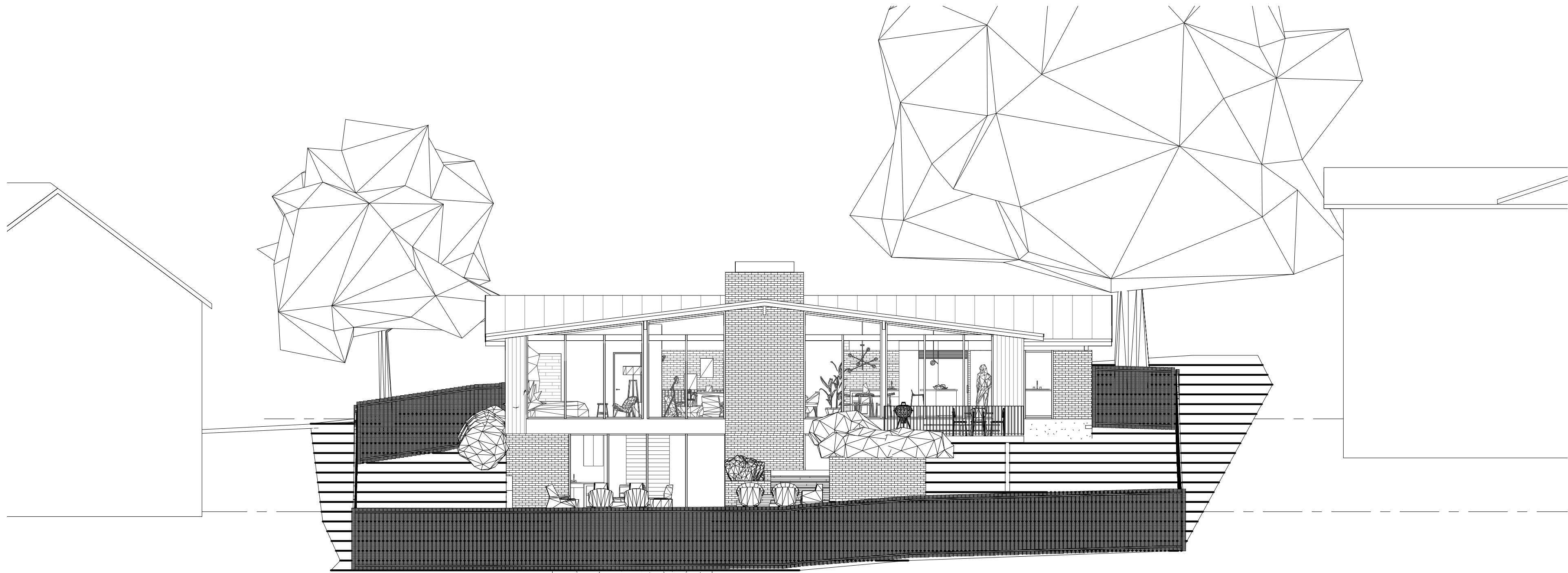
3D views

A004



1 Rear 1

3 Rear 2



2 Rear Elevation



reach architects

1107 south 8th street
austin, texas 78704
512.970.5669

Crockett Residence

309 Westhaven Drive
West Lake Hills, TX
78746

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alan knox, aia

21945

10.12.2022

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Rear Views

A005



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Existing Conditions

A006



311 & 309 Westhaven



309 & 307 Westhaven



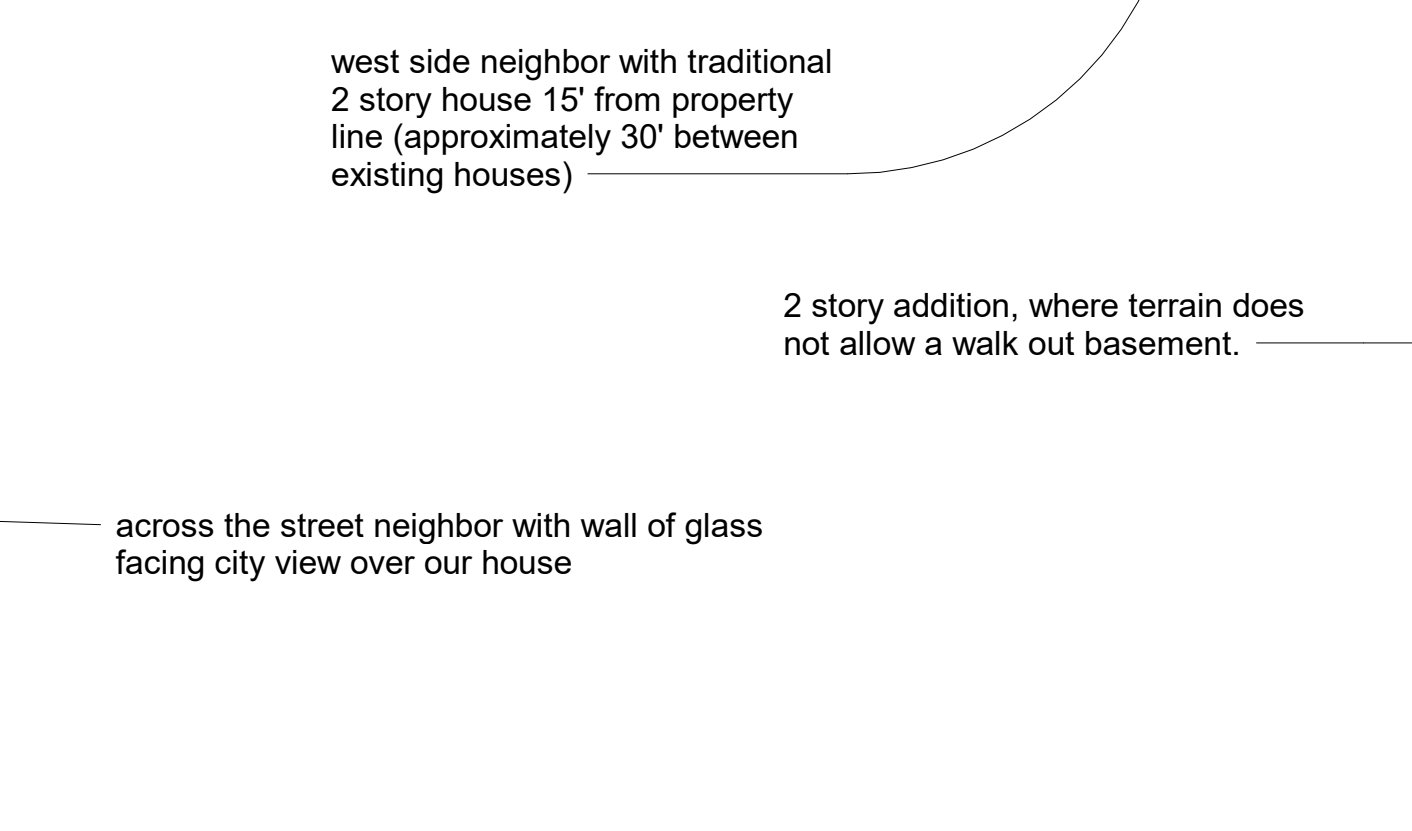
305 Westhaven (walk out basement)



301 Westhaven (walk out basement)



310 Westhaven (walk out basement faces street)



305 McConnell (walk out basement)



309 McConnell (walk out basement)



305 McConnell (walk out basement)



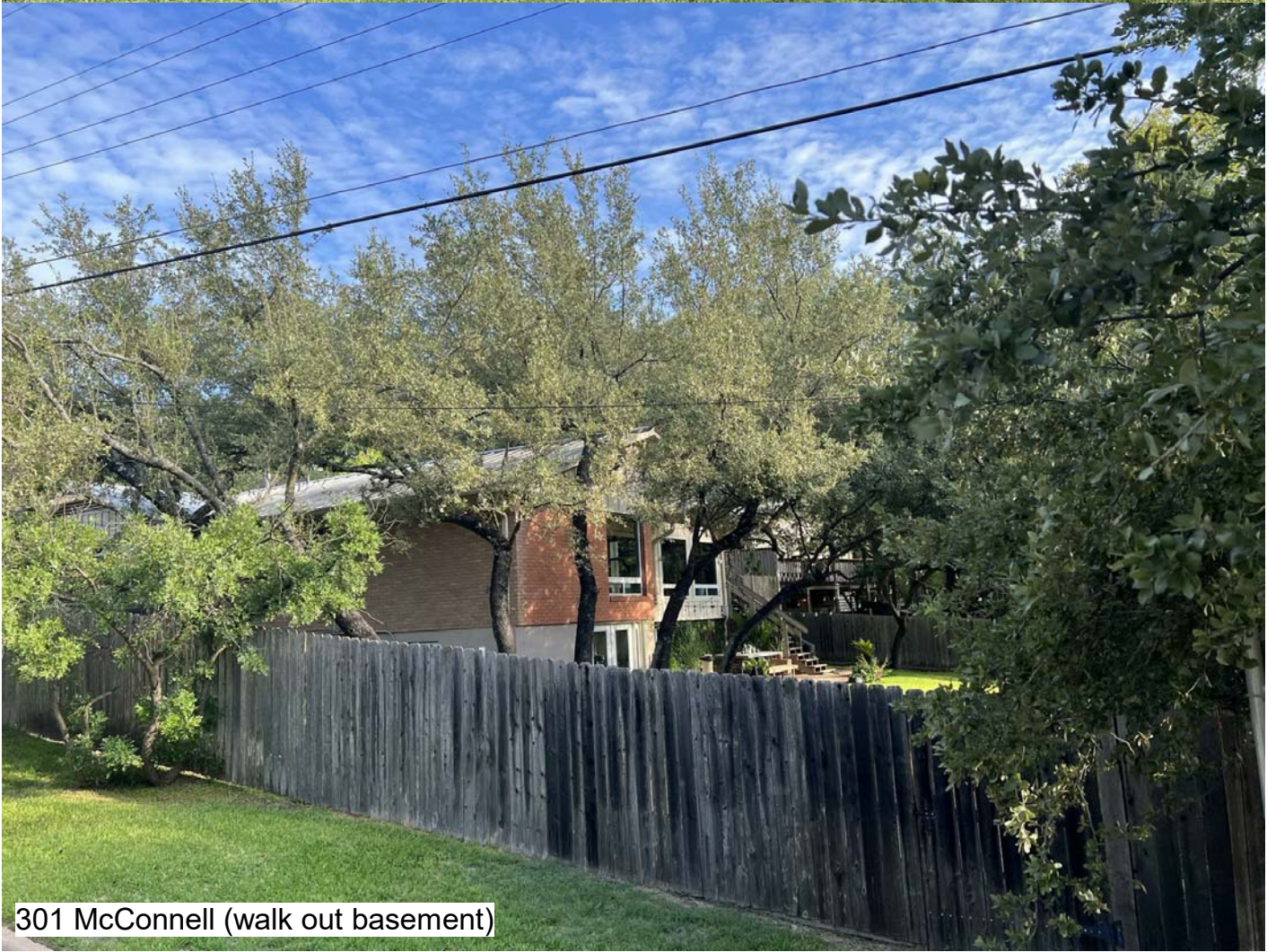
105 Westhaven (2nd floor addition)



301 Westhaven -rear (walk out basement)



303 McConnell (walk out basement)



301 McConnell (walk out basement)



207 & 205 McConnell (walk out basements)



207 & 205 McConnell (walk out basements)



205 & 203 McConnell (walk out basements)



205 & 203 McConnell (walk out basements)

west side neighbor with traditional 2 story house 15' from property line (approximately 30' between existing houses)

2 story addition, where terrain does not allow a walk out basement.

across the street neighbor with wall of glass facing city view over our house

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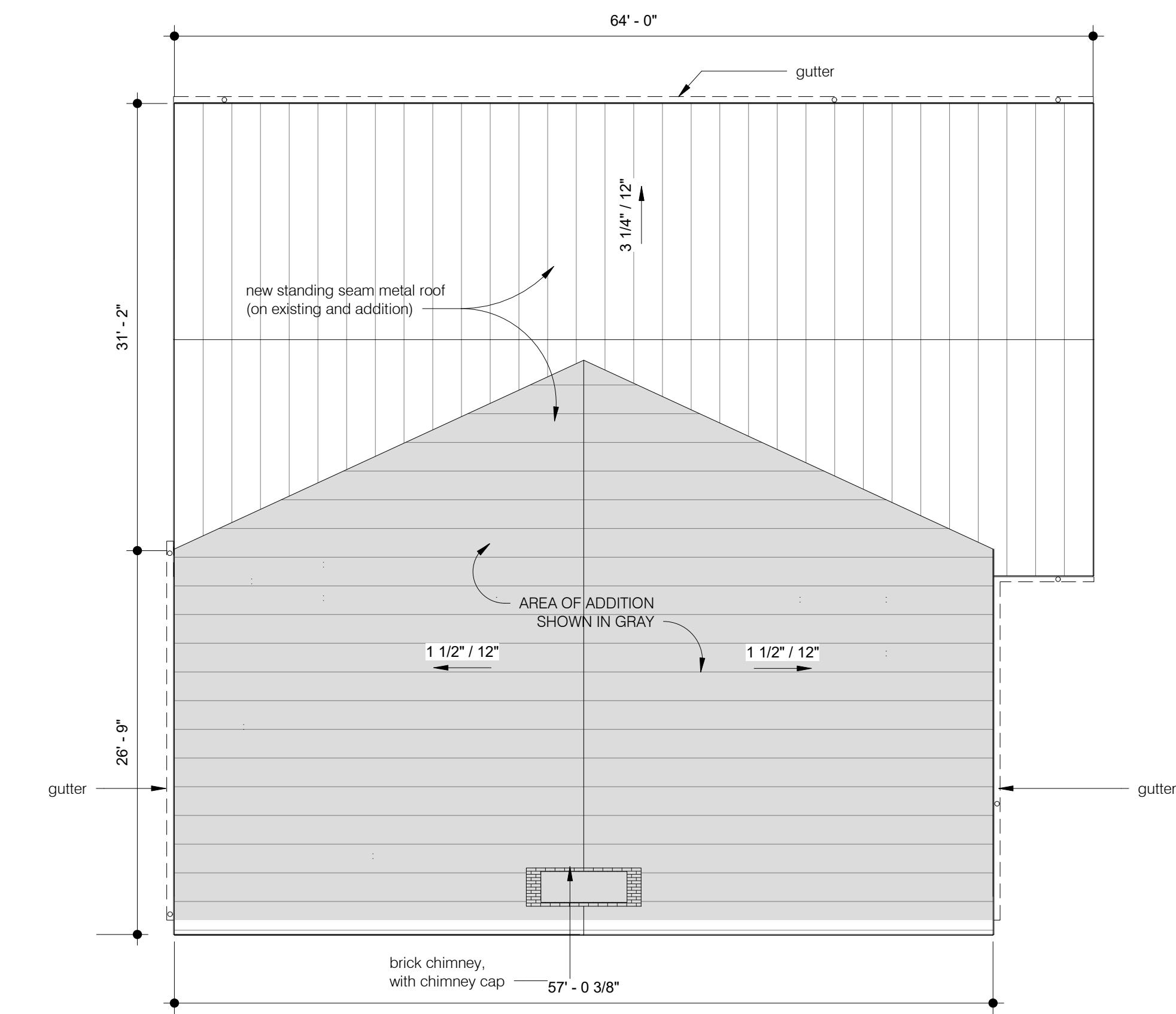
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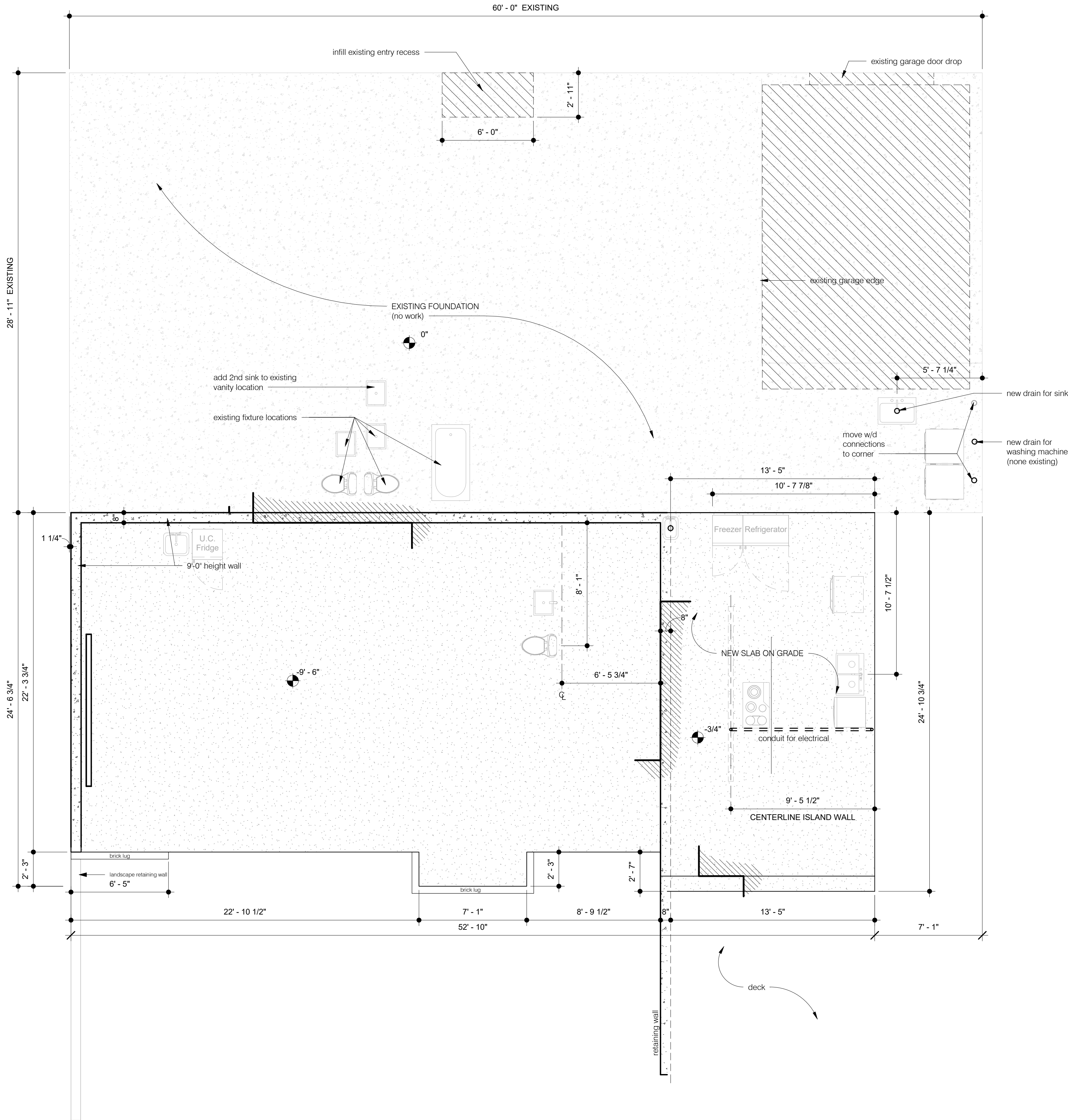
project number 1099

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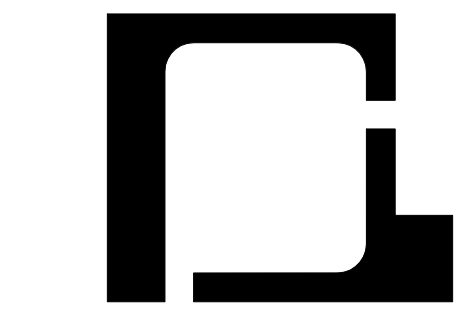
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2 Roof Plan
1/8" = 1'-0"



1 foundation plan
1/4" = 1'-0"



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project number 1099

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Checked by ack

foundation plan

A100

ANNOTATION PLAN NOTES

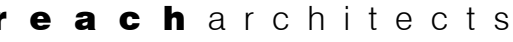
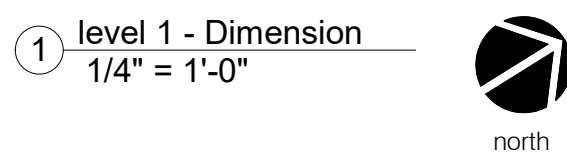
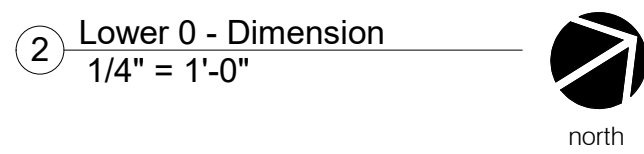
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4. CONTRACTOR SHALL COORDINATE W/ WINDOW MANUFACTURER TO VERIFY EGRESSABLE WINDOWS ARE INSTALLED WHERE REQUIRED BY CODE.
5. ALL PLUMBING, APPLIANCE & GAS VENTS SHALL VENT TO REAR OF ROOF RIDGE WHEREVER POSSIBLE. ALL VENTS SHALL BE GROUPED TO MINIMIZE ROOF PENETRATIONS.
6. GENERIC SINKS & APPLIANCES SHOWN. COORD. ACTUAL SIZE, STYLE & LOCATION W/ OWNER.
7. GENERIC MILLWORK SHOWN. COORDINATE FINAL MILLWORK DESIGN & ACCOMPANYING HARDWARE W/ OWNER
8. PROVIDE CONTROL & EXPANSION JOINTS AS REQ. IN CONC. FLOORS, DRIVES, WALKS PATIOS.
9. PROVIDE WEATHERSEALS & SILLS AT ALL EXTERIOR DOOR THRESHOLDS.
10. FROM INTERIOR FINISH FLOOR TO ANY EXTERIOR FINISH FLOOR, THE DROP SHALL BE A MINIMUM OF 1/2" UNLESS NOTED OTHERWISE. CONTRACTOR TO VERIFY MATERIALS USED FOR DECK CONSTRUCTION AND FINISH FLOORING TO MAINTAIN MINIMUM DROP.
11. ALL INTERIOR WALLS SHALL BE CONSTRUCTED OF 2X4 STUDS AT 16" O.C., EXCEPT AT PLUMBING WALLS OR POCKET DOOR WALLS.
12. ALL WINDOWS WITHIN 24" OF AN EXTERIOR OR INTERIOR DOOR TO BE TEMP. GLASS, WINDOW MANUFACTURER TO VERIFY FOR ALL TEMP. GLASS LOCATIONS AS PER APPLICABLE CODE.
13. THESE DOCUMENTS REFLECT NOMINAL WINDOW SIZES, UNLESS NOTED OTHERWISE.
14. PROVIDE BLOCKING FOR CEILING FANS AS REQUIRED.
15. BUILDER TO VERIFY SIZING AND LOCATION OF ALL APPLIANCES & RELATED COMPONENTS
16. UNLESS NOTED OTHERWISE, STANDARD PANTRY SHELVING SHALL BE AS FOLLOWS: LOWEST 2 SHELVES TO BE 16" D WITH HEIGHT SPACING OF 14" CLEAR. REMAINING SHELVES TO BE 12" D. WITH HEIGHT SPACING OF 12" CLEAR.
17. ALL WALLS OVER 10'-0" IN HEIGHT TO BE FRAMED WITH 2X6 STUDS. IF WALLS OVER 10'-0" IN HEIGHT ARE NOT 2X6 STUDS, THEY MUST BE BUILT WITH DOUBLE 2X4 STUDS AT 12" O.C.
18. PROVIDE BLOCKING FOR HANDRAIL MOUNTING AT STAIRS AS NECESSARY.

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DIMENSION PLAN NOTES

1. FIELD VERIFY DIMENSIONS PRIOR TO START OF THE WORK.
2. DO NOT SCALE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN.
3. ALL WINDOWS & DOORS ARE DIMENSIONED TO CENTER LINE UNLESS OTHERWISE NOTED. GLASS SIZE PER MFR SPECS.
4. ALL PLUMBING EQUIPMENT IS DIMENSIONED TO CENTER LINE UNLESS NOTED OTHERWISE.
5. FROM INTERIOR FINISH FLOOR TO ANY EXTERIOR FINISH FLOOR, THE DROP SHALL BE A MINIMUM OF 1/2" UNLESS NOTED OTHERWISE. CONTRACTOR TO VERIFY MATERIALS USED FOR DECK CONSTRUCTION AND FINISH FLOORING TO MAINTAIN MINIMUM DROP.
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9. 1ST FLOOR POWDER BATH MUST QUALIFY AS A VISITABLE BATHROOM
A. CLEAR DOOR OPENING MUST BE 30"
B. LATERAL 2X6 BLOCKING MUST BE INSTALLED ALONG WALLS WITH CENTERLINE 3/4" ABOVE FINISHED FLOOR
10. VISITABLE NO STEP ENTRANCE TO HAVE BEVELED THRESHOLD OF 1/2" OR LESS AND CLEAR DOOR WIDTH OF AT LEAST 32"

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A. CLEAR DOOR OPENING MUST BE 30"
B. LATERAL 2X6 BLOCKING MUST BE INSTALLED ALONG WALLS WITH CENTERLINE 34" ABOVE FINISHED FLOOR
10. VISITABLE NO STEP ENTRANCE TO HAVE BEVELED THRESHOLD OF 1/2" OR LESS AND CLEAR DOOR WIDTH OF AT LEAST 32"



Crockett Residence

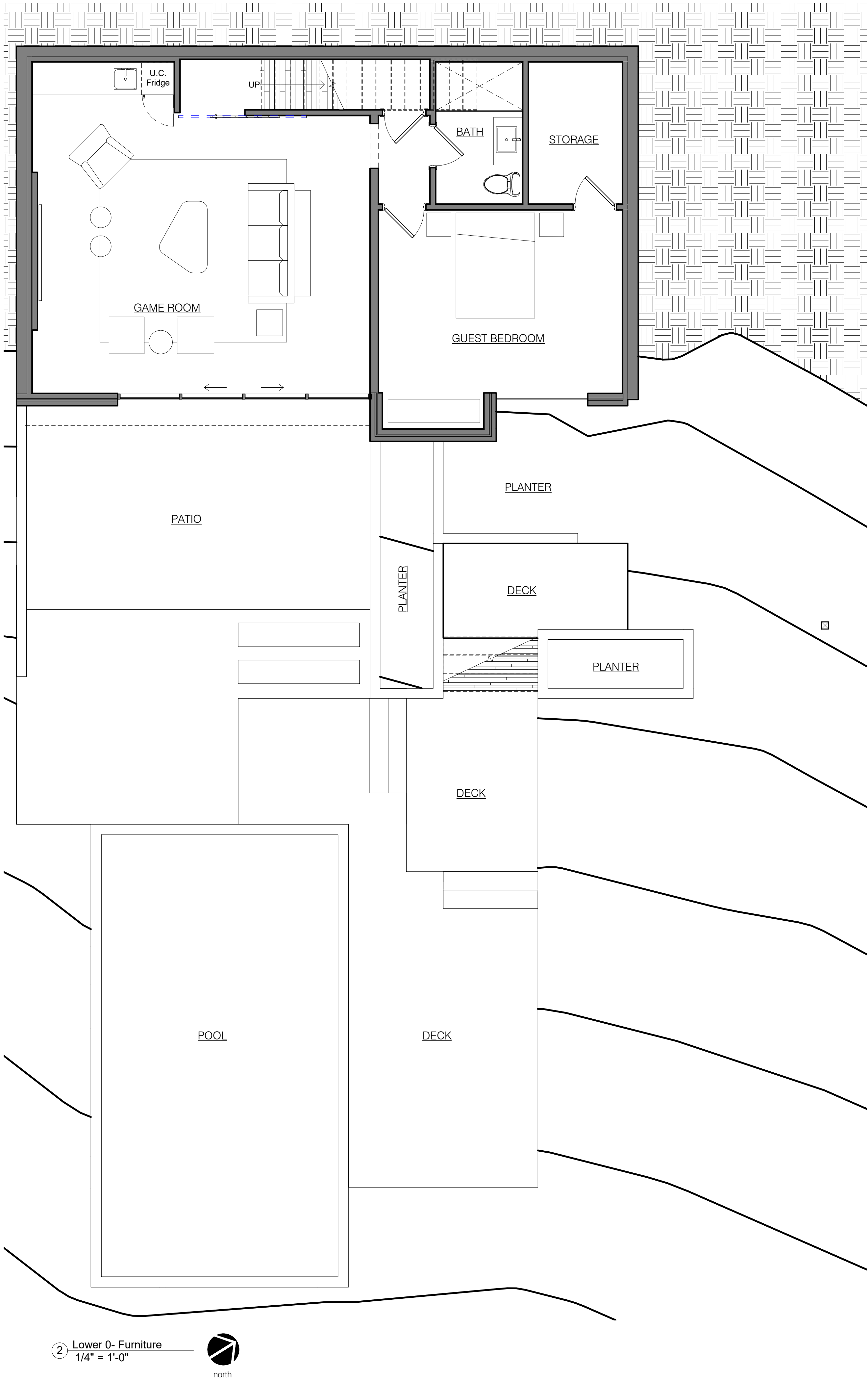
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alan knox, aia # 21945

0.12.2022

Date	10.12.2022
Project number	1099
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Checked by	ack

A101



Crockett Residence

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West Lake Hills, TX
78746

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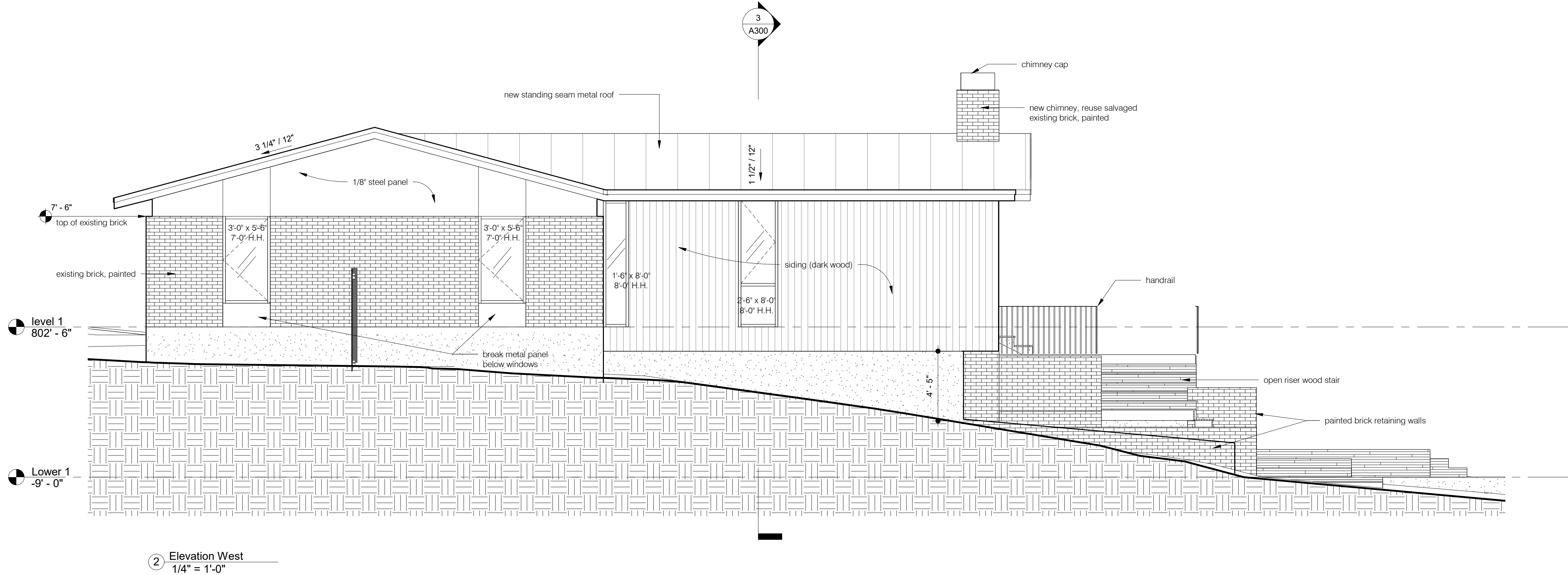
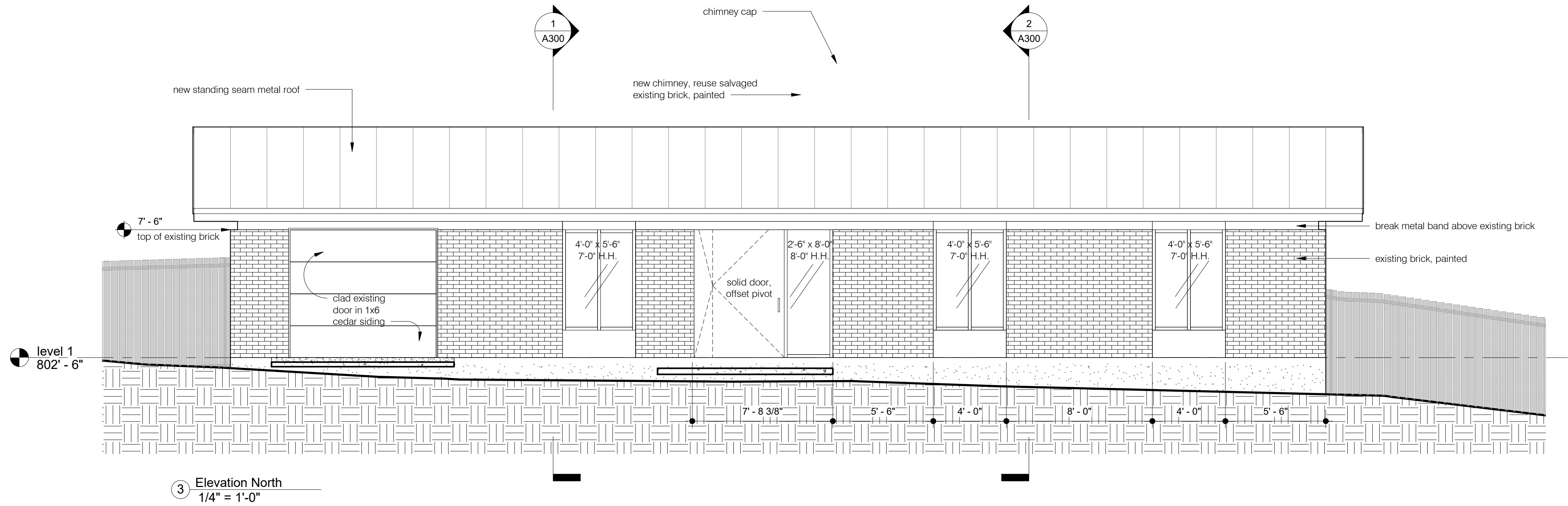
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BLDG ELEVATION NOTES

- DO NOT SCALE DRAWINGS; WRITTEN DIMENSIONS SHALL GOVERN.
- REF A101 FLOOR PLAN.
- CONTRACTOR TO PROVIDE RAINSCREEN & FLASHING FOR ALL WINDOWS & DOORS FOR PROPER DRAINAGE.
- CONTRACTOR TO PROVIDE RAINSCREEN & FLASHING FOR ALL BRICK/MASONRY WALLS FOR PROPER DRAINAGE.
- GRADE LINES SHOWN ON DRAWINGS ARE FOR REPRESENTATIONAL PURPOSES ONLY. REFER TO CIVIL DRAWINGS FOR ACTUAL GRADE ELEVATIONS.
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- PAIN

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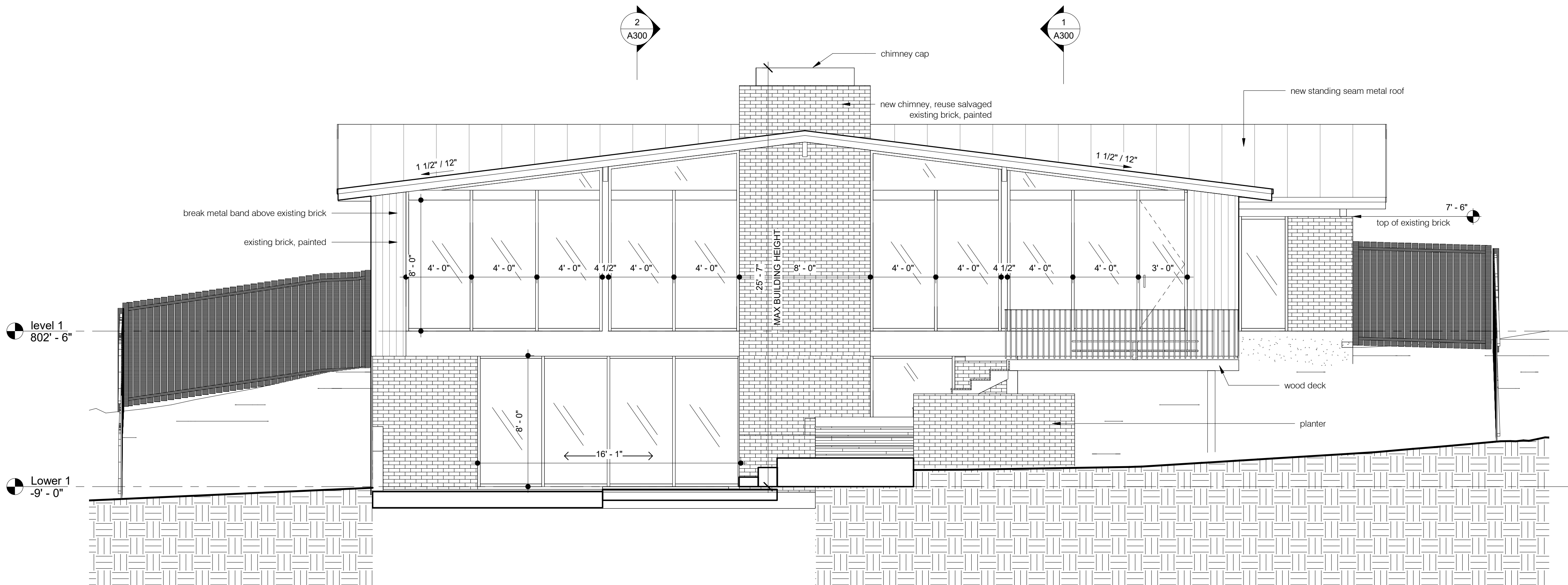
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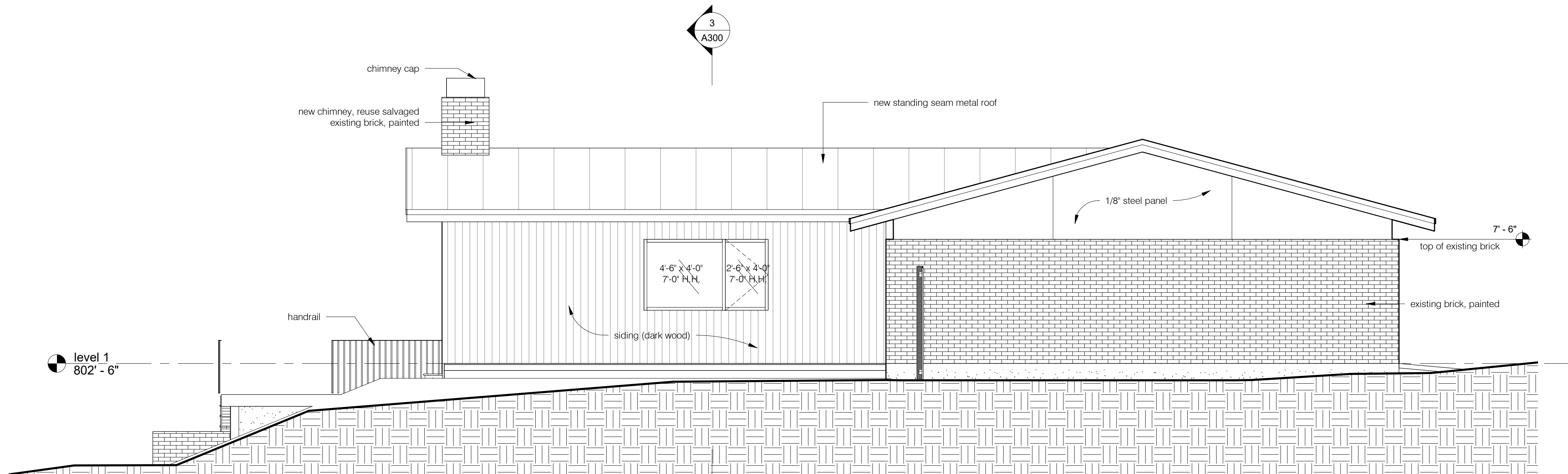
Checked by ack

building elevations

A200



1 Elevation South
1/4" = 1'-0"



2 Elevation East
1/4" = 1'-0"

BLDG ELEVATION NOTES

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- PAINT ALL GUTTERS & DOWNSPOUTS TO MATCH FIBER CEMENT SIDING.



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building elevations

A201



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West Lake Hills, TX
78746

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these documents are for design review and not intended for construction bidding or permit purposes. they were prepared by, or under the supervision of:

alan knox, aia # 21945

10.12.2022

No.	Description	Date

Date 10.12.2022

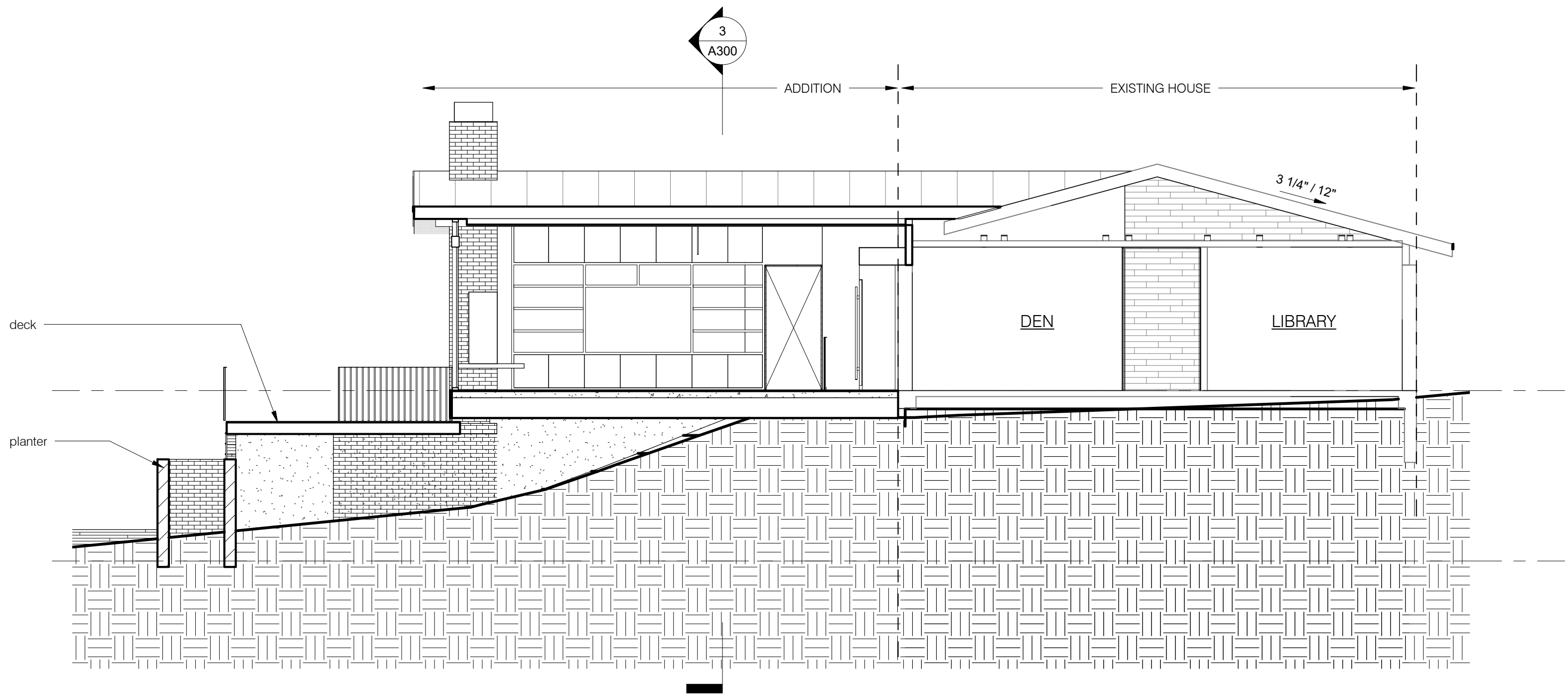
project number 1099

Drawn by Author

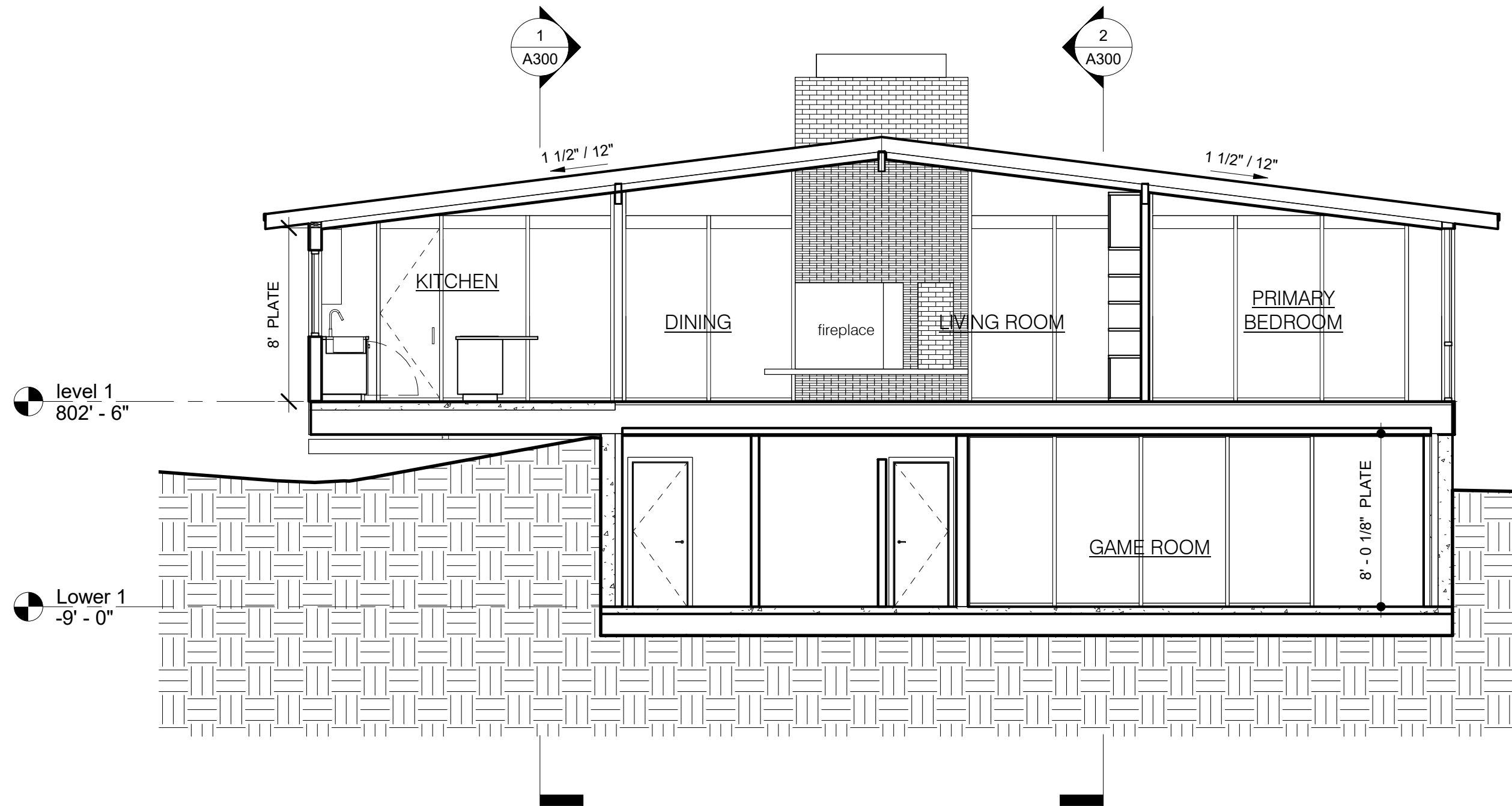
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building sections

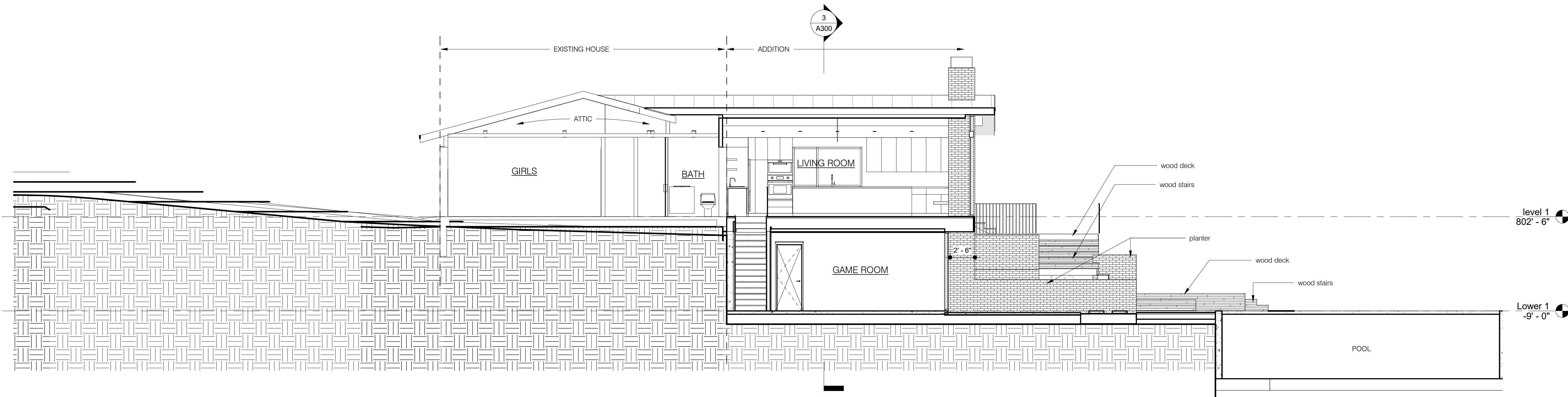
A300



1 North South Section
3/16" = 1'-0"



3 East West Section
3/16" = 1'-0"



2 Site Section
3/16" = 1'-0"



City of West Lake Hills Zoning & Planning Commission

AGENDA REPORT

Meeting Date:	November 16, 2022	Item Number:	8
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

1425 Redbud Trail - Discussion/Recommendation on a variance to encroach in a building setback for a second story addition (Section 22.03.281 of the West Lake Hills Code). Applicant Nick Mehl.

Recommendation

Staff recommends approval of the proposed setback variance as requested as it is an addition to an existing non-conforming residence and will no increase the encroachment or disturb additional land.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Andrew and Jinny Reif
Legal Description: Lot 3 Connelly Subdivision
Lot Size: 0.497 acres (21,671 square feet)
Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

The applicant has submitted a variance request for a front setback encroachment for a second story addition to an existing non-conforming residence.

The proposed second story additional allows for less site disturbance, saves trees, including a 24" Oak that is in the buildable area, and is a proposed encroachment of 24" for the overhang which will protect the windows and provide longevity for the structure.

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 existing house foundation is on the building setback. We want to build up rather than out and therefor need to have a roof overhang the setback. The current house has a 28" roof overhang and we are asking for a 24" overhang. We feel the request is a hardship because the foundation is set, it would be structurally very difficult and expensive to offset the second floor walls inward and every well-designed house needs a roof overhang to protect it from rain and sunlight.
2. There will not be unreasonable disruption of the natural terrain or unreasonable destruction of existing flora.
The roof overhang will not affect any natural terrain or flora because it's 20' above the ground and not near any trees.
3. There is no reasonable alternative to the requisite variance that will alleviate the difficulty or hardship complained of.
We could have no roof overhang but it would look awful and offer no protection from rain and sunlight.
4. The variance will not be greater than the minimum required to alleviate the difficulty or hardship complained of.
A roof overhanging the setback by 24" to the front and side offers no impact to nature and is nowhere near any neighbors.
5. The variance does not violate the intent of the Zoning Ordinance or goals of the Comprehensive Plan.
This variance does not compromise any fire code or life safety issues and the roof is so high up that it wouldn't affect anything on the ground. Besides, the existing house currently has a deeper roof overhang than what we are proposing.
6. The variance will not adversely affect neighboring properties or interfere with the enjoyment of these properties by their owners.
The variance only applies to the front and one side of the house. The front is not near any neighbors and the side is 20' from the property line and another 30' (estimated minimum) to the neighbor's house. There are several trees between the neighbor's house and our house and I don't think there is any visual impact in having a roof overhang facing the neighbor that is 20' above ground and visually blocked by tree canopies.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

The application is for a proposed 6 lot subdivision.

Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

7. [Sec. 22.03.281](#) [Schedule of Regulations](#)
8. [Sec. 22.03.514](#) [Criteria and process required for granting variance](#)

Zoning:



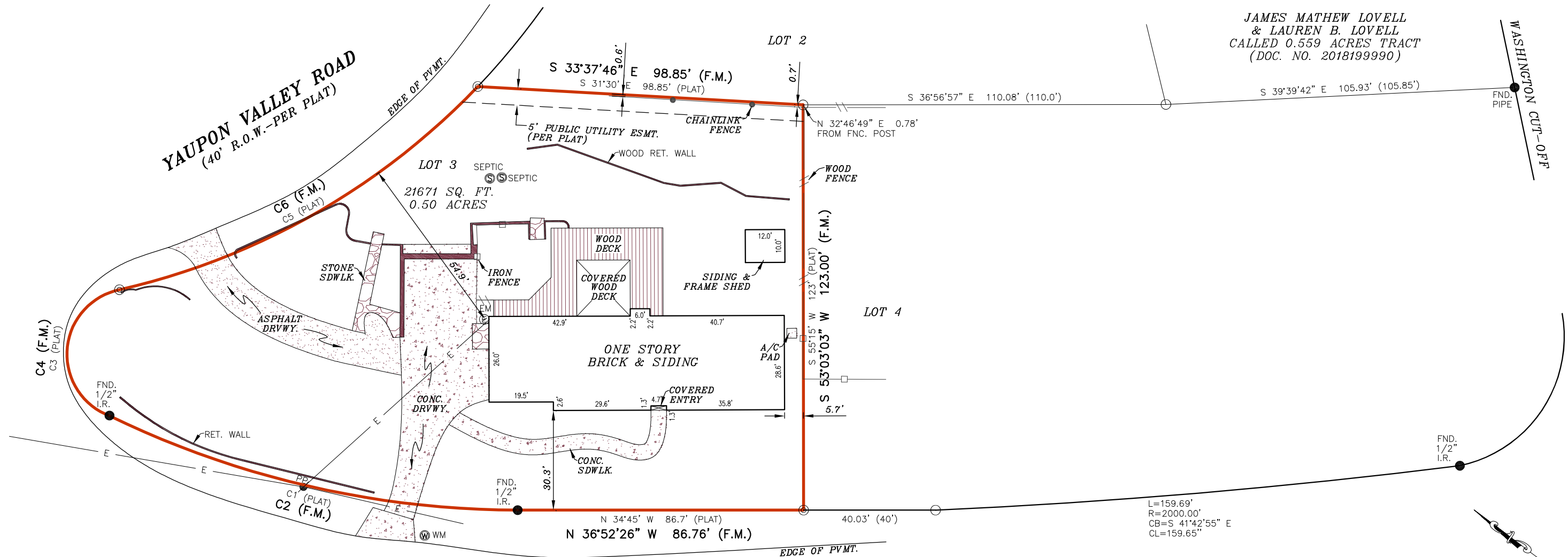
Aerial:



Approved By		
	Signature	Date
Department Head	_____	_____
	Signature	Date
City Administrator	_____	_____

YAUPON VALLEY ROAD
(40' R.O.W.-PER PLAT)

JAMES MATHEW LOVELL
& LAUREN B. LOVELL
CALLED 0.559 ACRES TRACT
(DOC. NO. 2018199990)



LEGEND

These standard symbols will be found in the drawing.

- BOUNDARY LINE
- EASEMENT LINE
- CHAINLINK FENCE
- WOOD FENCE
- METAL FENCE
- OVERHEAD ELECTRIC
- SET IRON ROD
- CALCULATED POINT
- FOUND IRON ROD
- WATER METER
- ELECTRIC METER
- POWER POLE
- SEPTIC TANK
- (PLAT) RECORDED ON PLAT
- (F.M.) FIELD MEASURED

RED BUD TRAIL
(VARIABLE WIDTH R.O.W.-PER PLAT)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	--	128.49'	127.4'	N 21°44' W	--
C2	285.00'	128.17'	127.09'	N 23°51'26" W	25°46'00"
C3	--	--	38.4'	N 60°17' E	--
C4	20.00'	51.48'	38.40'	N 57°37'40" E	147°28'47"
C5	216.86'	125.9'	125.00'	S 64°20' E	--
C6	216.86'	126.80'	125.00'	S 66°26'41" E	33°30'03"

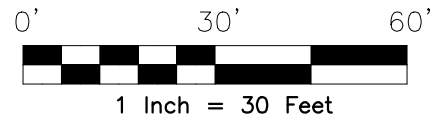
SURVEYOR'S NOTE(S):
BASIS OF BEARING, TEXAS CENTRAL ZONE, NAD 83.

At date of this survey, the property is in FEMA designated 100 Year ZONE X as verified by FEMA map Panel No: 48453C 0440 J effective date of JANUARY 22, 2020. Exact designations can only be determined by a Elevation Certificate. This information is subject to change as a result of future FEMA map revisions and/or amendments.

The survey is hereby accepted with the discrepancies, conflicts, or shortages in area or boundary lines, encroachments, protrusions, or overlapping of improvements shown.

X _____
X _____

GRAPHIC SCALE



I, AARON MICAH REYNOLDS, a Registered Professional Land Surveyor in the State of Texas, do hereby certify to INDEPENDENCE TITLE COMPANY

and that the above map is true and correct according to an actual field survey, made by me on the ground or under my supervision, of the property shown hereon. I further certify that all easements and rights-of-way of which I have been advised are shown hereon and that, except as shown, there are no visible encroachments, no visible overlapping of improvements and no apparent discrepancies or conflicts in the boundary lines, and no visible physical evidence of easements or rights-of-way as of the date of the field survey. I further certify that this survey meets or exceeds the minimum standards established by the Texas Board of Professional Land Surveying (Section 663.18).

Borrower/Owner:
Address: 1425 RED BUD TRAIL, WEST LAKE HILLS, TX 78746 GF No. 2122917-BAL
Legal Description of the Land: LOT 3, R. B. CONNELLY SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 14, PAGE 8, PLAT RECORDS, TRAVIS COUNTY, TEXAS.

SUBJECT TO RESTRICTIVE COVENANTS AND/OR EASEMENTS RECORDED IN: VOLUME 14, PAGE 8, PLAT RECORDS, TRAVIS COUNTY, TEXAS DOCUMENT NO. 2002052728, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS

PROPERTY PHOTOGRAPH:



FINAL "AS-BUILT" SURVEY

JOB NO.:	2107080984	NO.	REVISION	DATE
DATE:	07/22/21			
DRAWN BY:	MN/UB			
APPROVED BY:	AMR			



Aaron M. Reynolds
AARON MICAH REYNOLDS, R.P.L.S.
Registered Professional Land Surveyor
Registration No. 6644



P.O. BOX 160369
SAN ANTONIO, TEXAS 78280
PHONE: (210) 572-1995
WEB: WWW.AMERISURVEYORS.COM

[illegible]

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1425 REDBUD TRL
AUSTIN TX 78746

SURVEY & GENERAL NOTES

A1.0

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ALL CONSTRUCTION SHALL CONFORM TO BUILDING CODES REQUIRED BY ALL AUTHORITIES HAVING JURISDICTION OVER THE PROJECT.

ALL IRC SECTIONS AND TABLES REFERENCED REFER TO THE 2015 IRC

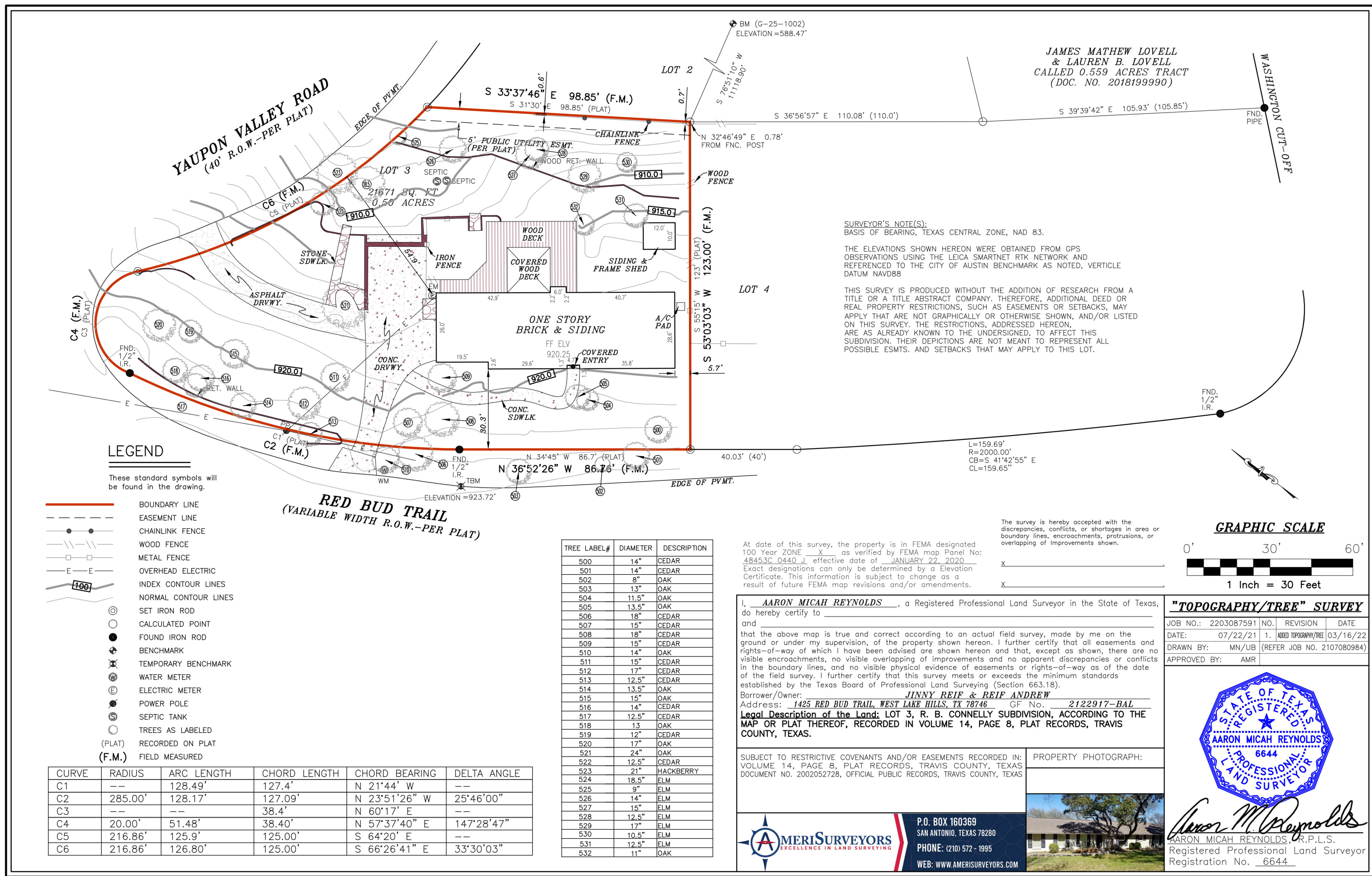
1. **BUILDER SHALL VERIFY:** ALL LOT DIMENSIONS, EASEMENTS, BUILDING LINES, AERIAL EASEMENTS, HEIGHT RESTRICTIONS, ROOF OVERHANG & GUTTER LIMITATIONS, FINISH FLOOR HEIGHTS (W/ RESPECT TO DRAINAGE & FLOOD PLAIN ISSUES), COVERAGE % AND ALL DEED RESTRICTIONS PRIOR TO COMMENCING CONSTRUCTION.
2. **BUILDER & ALL SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS & NOTIFY ARCHITECT OF ANY DISCREPANCIES IMMEDIATELY BEFORE COMMENCING ADDITIONAL WORK.**
3. **THE GARAGE SHALL BE SEPARATED FROM THE RESIDENCE AND ITS ATTIC AREA BY NOT LESS THAN 1/2" GYP. BD. & FROM HABITABLE ROOMS ABOVE GARAGE BY 5/8" TYPE X GYP. BD. AND COMPLY WITH IRC SEC. R302. ESCAPE/RESCUE WINDOW FROM SLEEPING AREAS SHALL HAVE A MINIMUM OF 5.7 SQ.FT. CLEAR NET OPENING AND A MINIMUM CLEAR OPENING HEIGHT OF 24" AND A MINIMUM CLEAR OPENING WIDTH OF 20". FINISHED SILL HEIGHT SHALL BE A MAXIMUM OF 44" ABOVE THE FLOOR & PER IRC SEC 310.**
4. **CONTRACTOR IS TO PROVIDE STEEL LINTELS ABOVE ALL OPENINGS WITH MASONRY ABOVE PER IRC SEC. 703.8.**
5. **ONE HOUR RATED GYPSUM BOARD SHALL BE INSTALLED UNDER STAIRS.**
6. **PROVIDE CROSS VENTILATION AT ENCLOSED ATTICS PER IRC R806.**
7. **ELECTRICAL CONTRACTOR TO LOCATE 110V OUTLET WITHIN 25'-0" A/C COMPRESSOR (GFI).**
8. **FIREPLACE CHIMNEY TO BE 2'-0" HIGHER THAN ANY STRUCTURE WITHIN 10'-0" (& 3'-0" MIN. HEIGHT AT RIDGE).**
9. **FACTORY BUILT FIREPLACES SHALL BE INSTALLED IN ACCORDANCE W/ IRC SECTION R1004 & SHALL BE TESTED IN ACCORDANCE W/ UL 127.**
10. **SMOKE ALARMS SHALL BE HARD WIRED IN SERIES WITH BATTERY BACKUP POWER AS PER IRC SEC. R314.**
11. **HANDRAILS SHALL BE INSTALLED ALONG ALL STEPS/STAIRS WITH 4 OR MORE RISERS AND CONFORM TO IRC SEC R311.**
12. **ALL HORIZONTAL GUARD RAILS WILL BE A MINIMUM OF 36" IN HEIGHT & COMPLY TO IRC SEC R312.**
13. **WALLS SHALL BE BRACED IN ACCORDANCE OF IRC SEC R602.10.**
14. **GLAZING SHALL COMPLY WITH IRC SEC. R308.**
15. **ROOF OVERHANGS SHALL NOT EXTEND INTO ANY UTILITY EASEMENTS.**
16. **IN C.O.S.A., VENTS IN GARAGE PER C.O.S.A. AMENDMENTS TO I.R.C.**
17. **IN AREAS UNDER IRC 2006 OR LATER, PROJECTIONS LESS THAN 9" FROM PROP. LINE HAVE A 1-HOUR MIN. FIRE RESISTANCE RATING ON THE UNDERSIDE & SHALL NOT EXTEND TO WITHIN 4' OF PROP. LINE PER R302 & TABLE 302.1.**
18. **ALL DETAILS SHOWN ARE GENERAL AND ILLUSTRATIVE IN NATURE. BUILDER SHALL BE RESPONSIBLE FOR OVERSEEING AND INSURING ALL WATER-PROOFING, STRUCTURAL, AND OTHER CONSTRUCTION IS BUILT PROPERLY, PER CODES, INDUSTRY STANDARDS, AND MANUFACTURER'S SPECIFICATIONS.**
19. **REFER TO ATTACHED RESIDENTIAL DETAIL SHEET FOR STANDARD DETAILS. NOTIFY ARCHITECT IMMEDIATELY IF NOT INCLUDED IN THIS SET OF DRAWINGS.**
20. **ALL SITE & SURVEY INFORMATION PROVIDED BY OTHERS.**
21. **SITE GRADING AND DRAINAGE PLANS BY OTHERS.**
22. **ALL ENGINEERING DESIGNS INCLUDING, BUT NOT LIMITED TO, CIVIL, GEOTECHNICAL, STRUCTURAL, MECHANICAL, ELECTRICAL, AND PLUMBING SHALL BE PROVIDED BY OTHERS.**

GENERAL NOTES - VISITABILITY:

1. VISITABLE BATHROOMS (R320.3)
AT LEAST 1 BATHROOM GROUP MUST CONTAIN THE FOLLOWING: A) MINIMUM NET CLEAR OPENING OF 30" B) LATERAL BLOCK BLOCKING, CENTERLINE 34" FROM THE TOP OF THE DOOR, EXCEPT FOR THE PORTION BEHIND THE LAVATORY.
2. VISITABLE LIGHT SWITCHES, RECEPTACLES AND ENVIRONMENTAL CONTROLS (R320.4)
THE FIRST FLOOR OF A DWELLING MUST CONTAIN THE FOLLOWING: A) ALL LIGHT SWITCHES AND ENVIRONMENTAL CONTROLS SHALL NOT BE INSTALLED GREATER THAN 48" ABOVE THE FINISHED FLOOR B) ALL OUTLETS AND RECEPTACLES SHALL BE INSTALLED NO LESS THAN 15" ABOVE FLOOR.
3. VISITABLE FIRST FLOOR ROUTE (R320.5)
A PATH OF TRAVEL DESIGNED FOR VISIBILITY ON THE FIRST FLOOR MUST BE ACCESSIBLE BY A ROUTE WITH A MINIMUM CLEAR PATHWAY OF 32" BEGINNING AT THE VISITABLE ENTRANCE AND CONTINUING THRU THE LIVING ROOM, DINING ROOM AND KITCHEN
4. VISITABLE DWELLING ENTRANCE (R320.6)
AT LEAST 8 FT OF THE EXTERIOR WALL BY AT LEAST ONE "NO STEP" ENTRANCE AND THE DOOR SHALL HAVE A NET CLEAR OPENING OF 32"

VISITABILITY NOTES:

1. LIGHT SWITCHES AND ENVIRONMENTAL CONTROLS NO HIGHER THAN 48" ABOVE INTERIOR FLOOR LEVEL
2. OUTLETS AND RECEPTACLES MINIMUM 15" ABOVE INTERIOR FLOOR LEVEL EXCEPT FOR FLOOR OUTLETS




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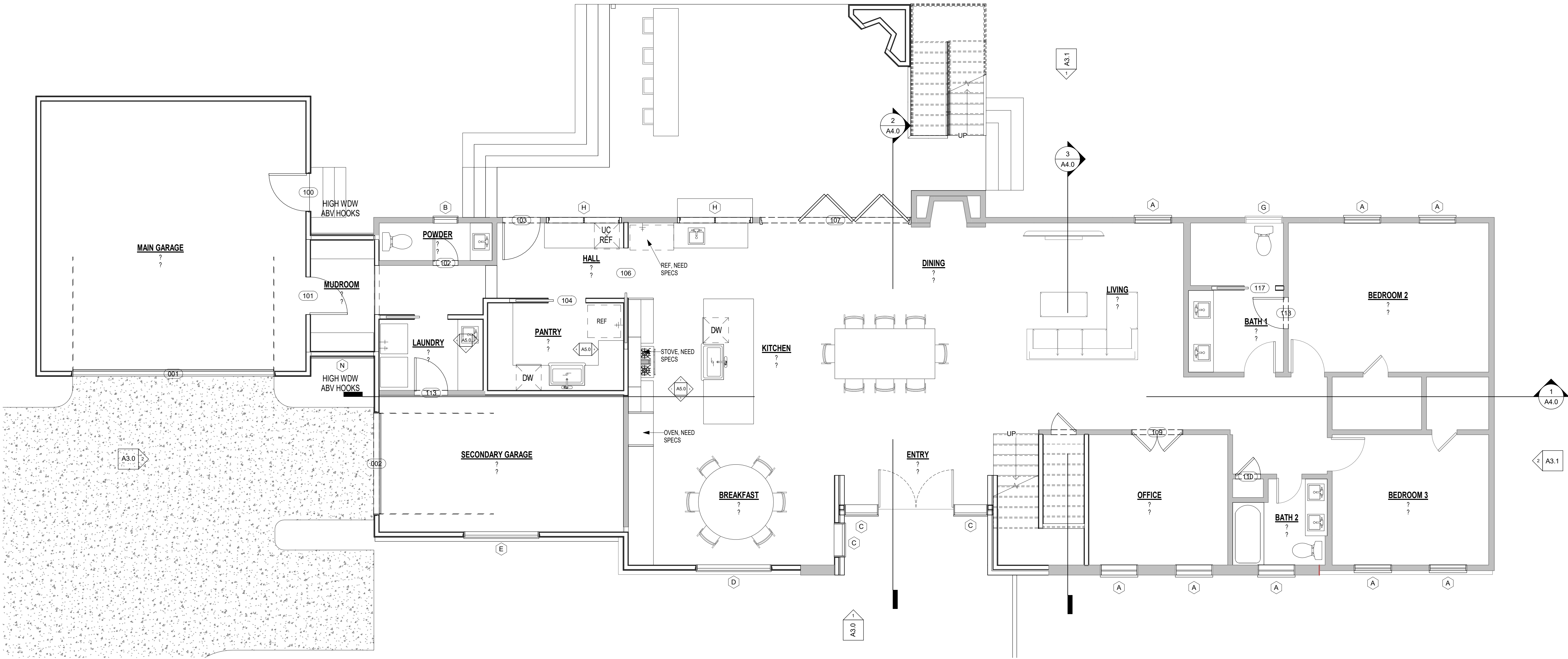
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FIRST FLOOR DOOR SCHEDULE				
MARK	LEVEL	WIDTH	HEIGHT	COMMENTS
001	FIRST FLOOR	16'-0"	8'-0"	
002	FIRST FLOOR	8'-0"	8'-0"	
100	FIRST FLOOR	3'-0"	8'-0"	
101	FIRST FLOOR	3'-0"	8'-0"	
102	FIRST FLOOR	2'-0"	8'-0"	
103	FIRST FLOOR	3'-0"	8'-0"	
104	FIRST FLOOR	3'-0"	8'-0"	
106	FIRST FLOOR	4'-0"	8'-0"	
107	FIRST FLOOR	12'-0 3/4"	7'-11 1/2"	
109	FIRST FLOOR	4'-0"	8'-0"	
110	FIRST FLOOR	2'-0"	8'-0"	
113	FIRST FLOOR	2'-8"	8'-0"	
114	FIRST FLOOR	2'-0"	8'-0"	
115	FIRST FLOOR	2'-8"	8'-0"	
117	FIRST FLOOR	2'-6"	8'-0"	
118	FIRST FLOOR	2'-6"	8'-0"	

FIRST FLOOR WINDOW SCHEDULE							
TYPE MARK	LEVEL	WIDTH	HEIGHT	COUNT	HD. HT.	FAMILY	COMMENTS
A	FIRST FLOOR	3'-0"	6'-0"	8	8'-0"	CSMT	
B	FIRST FLOOR	2'-0"	2'-0"	1	6'-10"	FG	
C	FIRST FLOOR	2'-8 5/8"	10'-0"	3	10'-0"	FG	
D	FIRST FLOOR	6'-0"	9'-0"	1	10'-0"	FG	
E	FIRST FLOOR	6'-0"	6'-0"	1	7'-0"	FG	
G	FIRST FLOOR	3'-0"	4'-0"	1	8'-0"	FG	
H	FIRST FLOOR	6'-0"	5'-0"	2	8'-0"	SLIDING	
N	FIRST FLOOR	5'-0"	2'-0"	2	6'-3"	FG	



1 FIRST FLOOR MARKER PLAN
1/4" = 1'-0"



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FIRST FLOOR
MARKER PLAN

A2.1

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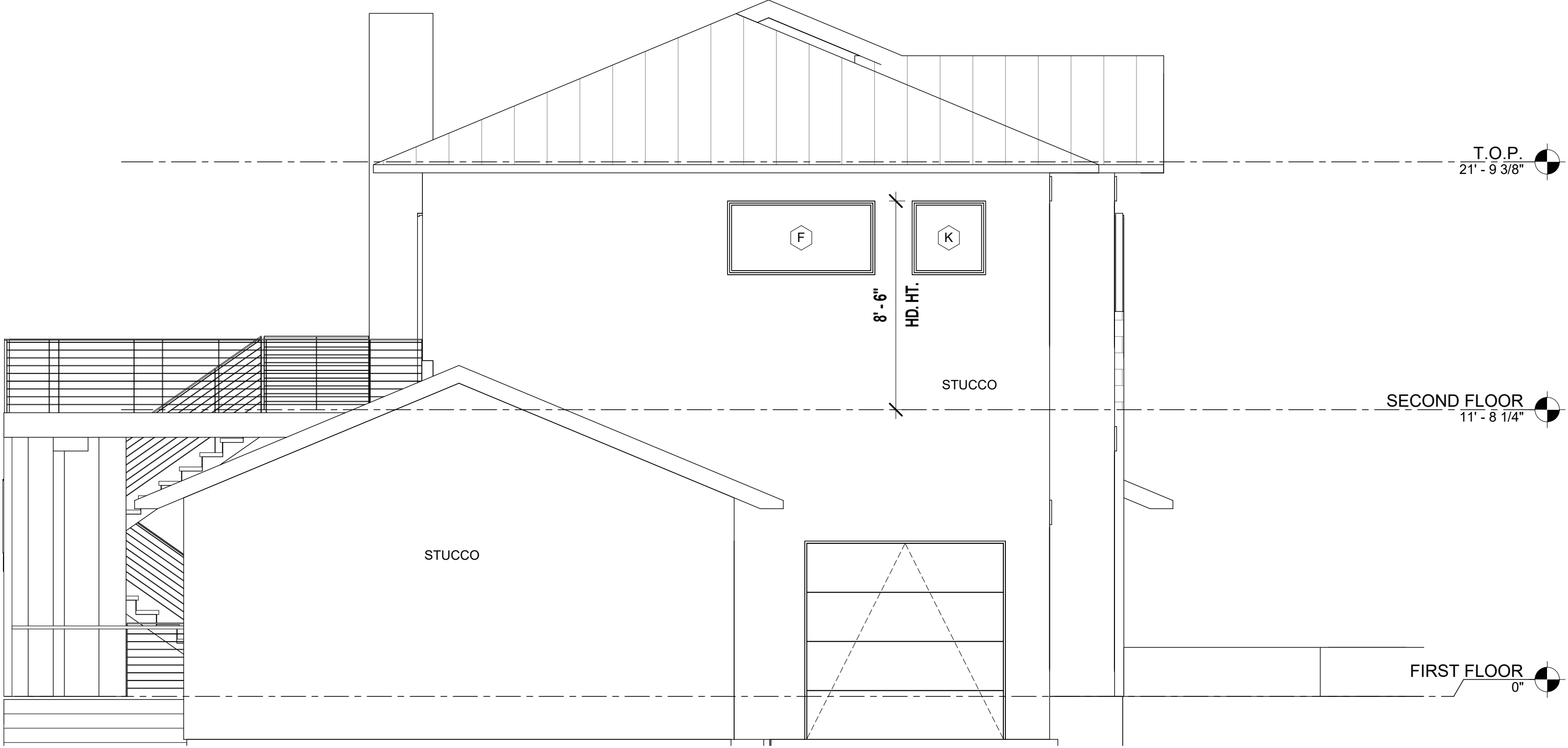


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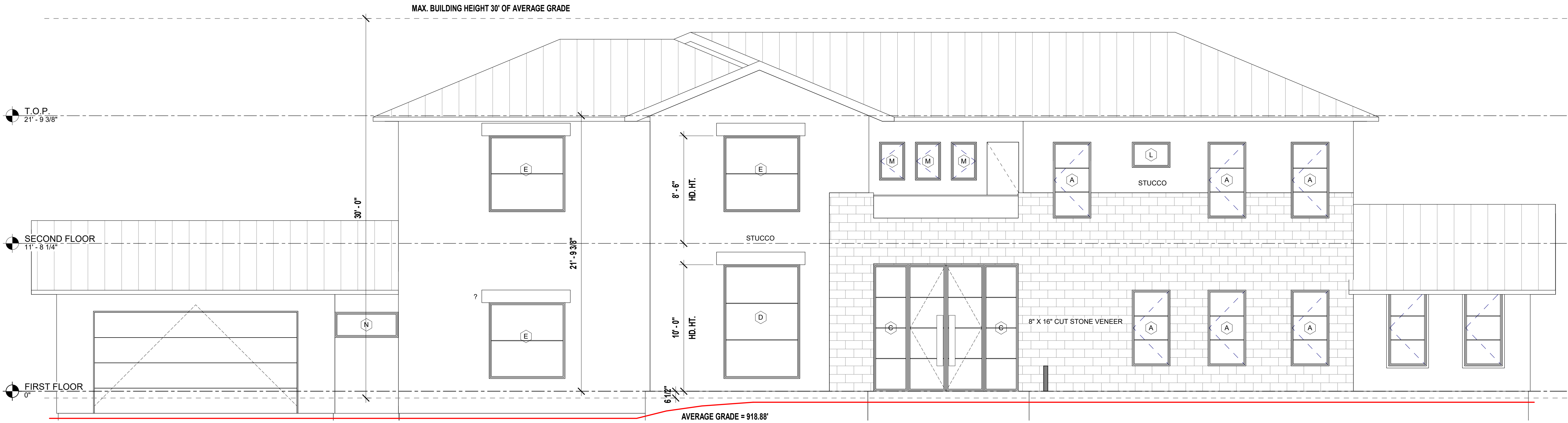
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C:\Users\WATERS\PO\Desktop\ES\RESIDENTIAL\REIF\REIF.TIF; opt1: ROOF CHANGE with lowered existing roof 222.rvt 10/14/2022 9:44:36 AM



2 WEST ELEVATION
1/4" = 1'-0"



1 SOUTH ELEVATION
1/4" = 1'-0"



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EXTERIOR
ELEVATIONS

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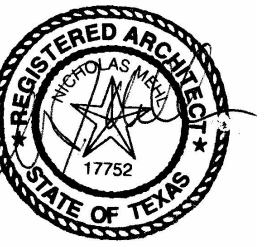
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EXTERIOR ELEVATIONS

A3.1

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City of West Lake Hills Zoning & Planning Commission

AGENDA REPORT

Meeting Date:	November 16, 2022	Item Number:	9
Department:	Building and Development Services		
Prepared By:	Ashby Grundman	Cost / Budget:	None
Exhibits:	See Attached	Source of Funds:	N/A

Subject

1635 Westlake Drive - Discussion/Recommendation on a variance to remove two trees with diameters larger than 14 inches for the construction of a new single-family residence (Section 22.03.304 of the West Lake Hills Code). Applicant Daniel Cherian.

Recommendation

Staff recommends approval of the proposed tree removal variances with the code required 46.5 inches of replacement.

Discussion

Property Information, Zoning & Site Characteristics:

Owner: Daniel Cherian

Legal Description: Lot 1 Emmett Shelton Amended Plat of Sites A & B, Resubdivision of Lots 10 and 11 Block 2

Lot Size: 1.1510 acres (50,137 square feet)

Zoning: R1 – One Family Residential

The site is surrounded by a single-family residential property on all sides.

Background & Analysis:

The applicant is seeking variances to remove two trees with trunk diameters of fourteen inches or greater. They are T2740 a 14-Inch Cedar and T2741 a 17-Inch Cedar Elm. All of these trees fall towards the rear of the lot, within the buildable area, and allow the applicant to preserve some of the larger trees on the lot. The existing house sits in the side setback, and that nonconforming element will be remediated if this variance is approved. That area will also allow for some revegetation as required per the code.

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 strict enforcement of the tree ordinance will require the conceptual design of the building footprint to be altered, with the alternative being closer to neighboring lots and the loss of privacy to both properties involved. Doing so will also require the proposed home to be located closer to the 34" Live Oak tree in the primary building area of the site, which could potentially harm or disrupt the tree.

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

If the tree variance that Jenkins Design Builds requests is granted, the removal of both trees shall increase the light gap of the area and shall allow the remaining tree canopy to gather more sunlight, resulting in healthier and stronger natural landscaping. The trees proposed to be removed are located at a higher elevation than the surrounding trees and shall allow the natural topography to be further compacted following removal in order to decrease the degradation of the steep site. The location of both trees at a higher elevation will allow remaining trees to not be unreasonably disrupted during the removal process.

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

Jenkins Design Build and the owners have discussed multiple alternatives to the removal of the trees and have ultimately concluded that other options will place the house closer to neighboring property lines and potentially harm a larger 34" live oak tree within the primary building area of the property. Altering the proposed building footprint will decrease the level of city views that are available and will not alleviate the difficulty of building on the site.

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

The variance requested by Jenkins Design Build is minimal in comparison to the number of trees located on the site itself within and around the primary building area. A multitude of trees over 14" surround the proposed building footprint which are incorporated into the conceptual design. Jenkins Design Build has worked hard to ensure that the proposed building footprint will preserve and incorporate as many trees as possible into the design without requiring any other variance requests.

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

The variance requests to remove two cedar trees, which are considered invasive in the state of TX and by doing so will allow more room for preservation of natural vegetation and wildlife. Positioning the building footprint as proposed allows minimal visibility from the street. This variance does not violate the cities desire to create minimally visible, natural building developments that preserve the nature of the site and create unique spaces.

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

Approval of this variance will in no way effect neighboring properties due to the quantity of trees existing and remaining on the site, and the placement of the building itself.

Outdoor Lighting

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

Compliance with Adopted Uniform Building Code

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

Subdivision

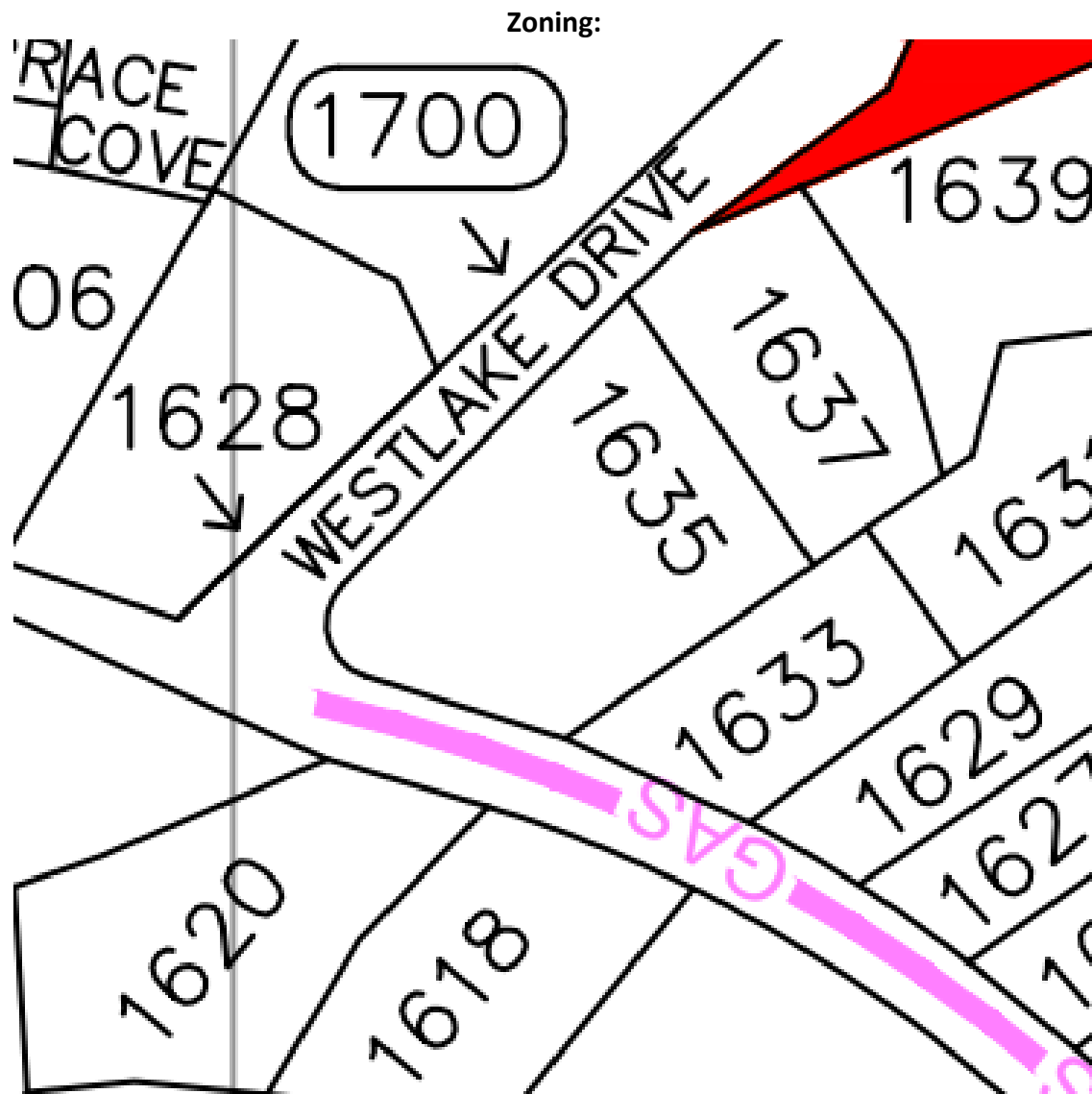
This request will not change the subdivision.

Comprehensive Planning Analysis

The existing and future land use is in conformance with the City of West Lake Hills Master Plan.

Links to Relevant Code:

- [Sec. 22.03.514](#) [Criteria and process required for granting variance](#)
- [Sec. 22.03.304](#) [Tree and Vegetation Removal and Replacement](#)



Aerial:



Approved By

Signature

Date

Department Head

Signature

Date

City Administrator



To whom it may concern:

Jenkins Design Build, acting on behalf of Daniel and Lauren Cherian, are formally requesting a variance through the City of West Lake Hills. In the back and most secluded portion of the property sit one 14" cedar tree and one 17" cedar elm tree. After much consideration throughout the conceptual design process, we feel that this tree imposes a hardship in the ability to build on the lot. In previous meetings with the owner, we have discussed multiple alternatives to the removal of the trees, and it has been noted that moving closer to setback lines and encroaching on the large live oak tree within the same building area were not as feasible as the removal of the trees. Jenkins Design Build has made great strides to carefully integrate a home into the Cherian's property and to preserve the natural landscape of the site. Following removal of both trees, the contractor, in approval of the owner, will be replanting multiple trees on the site in order to comply with city standards.

Respectfully submitted,

Jenkins Design Build
512-402-9222
3813 Juniper Trace, Suite 100
Austin, TX 78738



SPECIAL POWER OF ATTORNEY FORM

KNOW ALL PERSONS BY THIS DOCUMENT that I, Daniel Cherian
have made, constituted and appointed Jenkins Design Build
to be my duly authorized representative in connection with an application dated 10/14/22,
to be heard by the Building Design Committee, Zoning & Planning Commission, and City
Council/Board of Adjustment of the City of West Lake Hills, Texas. All representations, whether
oral or written, made by the representative in support of the request have the full force and effect
of the applicant's approval. I do by this document constitute the above named representative as
my true and lawful attorney-in-fact to act in my name, place and stead, to do and perform any act
in connection with such application which I myself might perform or do if I was personally present.

Daniel Cherian

Property Owner/Applicant Name

Property Owner/Applicant Signature

1631 Westlake Drive Westlake Hills Texas 78746

Street Address

City

State

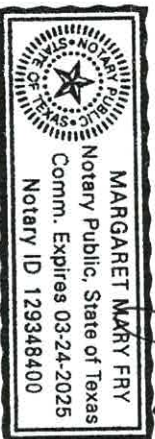
Zip Code

512-228-0052

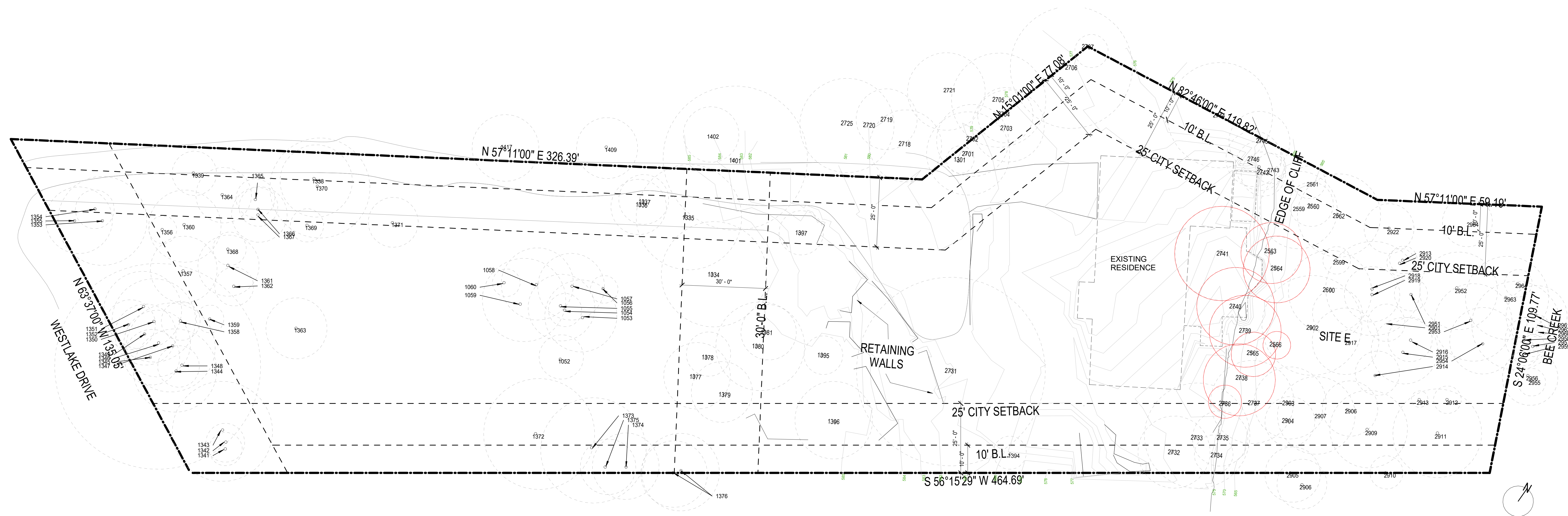
Property Owner/Applicant Phone Number

This instrument was acknowledged before me on this the 14 day of October, 2022

Notary Public in and for the State of Texas



TREE SCHEDULE			
TREE NUMBER	SIZE	TYPE	STATUS
2563	11"	CEDAR	REMOVE
2564	12"	HACKBERRY	REMOVE
2565	8"	HACKBERRY	REMOVE
2566	5"	HACKBERRY	REMOVE
2736	6"	POST OAK	REMOVE
2738	13"	HACKBERRY	REMOVE
2739	13"	CEDAR ELM	REMOVE
2740	14"	CEDAR	REMOVE
2741	17"	CEDAR ELM	REMOVE



1

$$1/16'' = 1'-0''$$
The logo for Jenkins Design-Build features a stylized 'JD' monogram in a gold color. To the right of the monogram, the word 'JENKINS' is written in a large, bold, black sans-serif font. Below 'JENKINS', the words 'DESIGN - BUILD' are written in a smaller, bold, black sans-serif font.

JENKINS
DESIGN - BUILD

3813 Juniper Trace Austin, TX 78738 P-512.402.9222

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TREES DIAGRAM

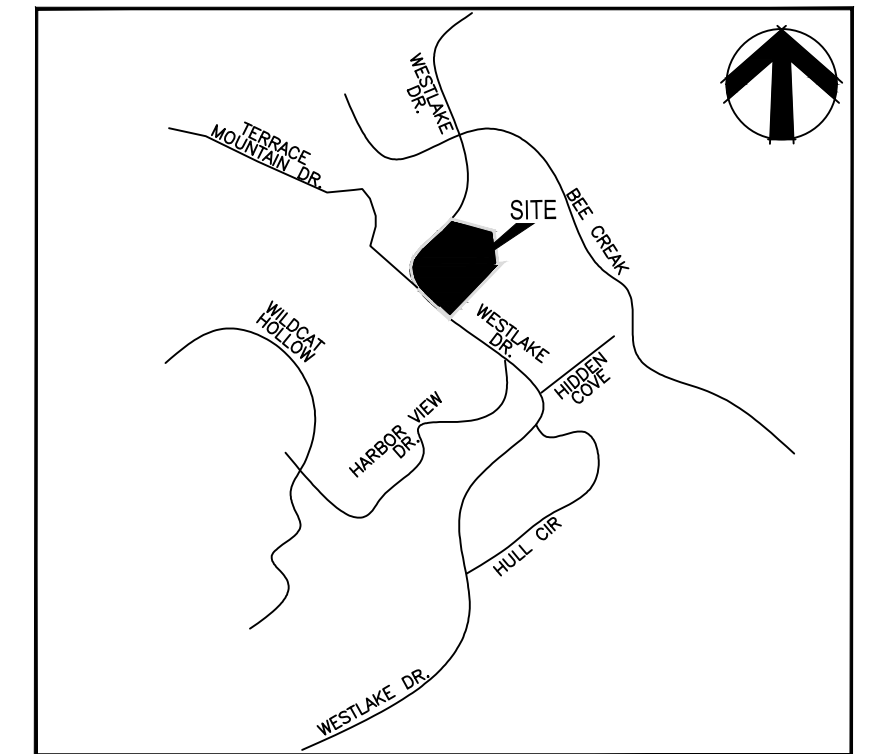
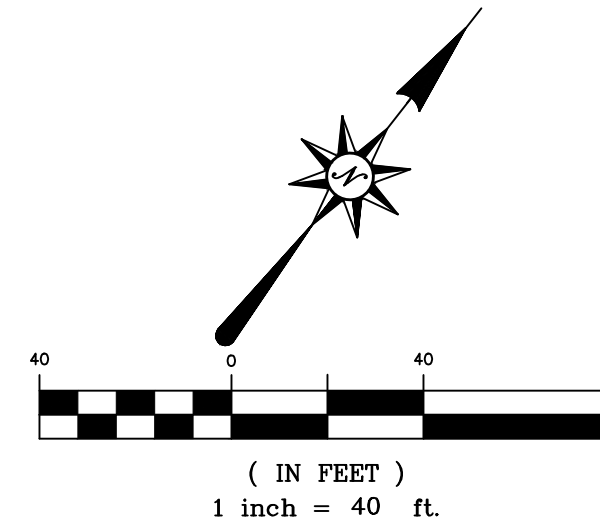
C.01



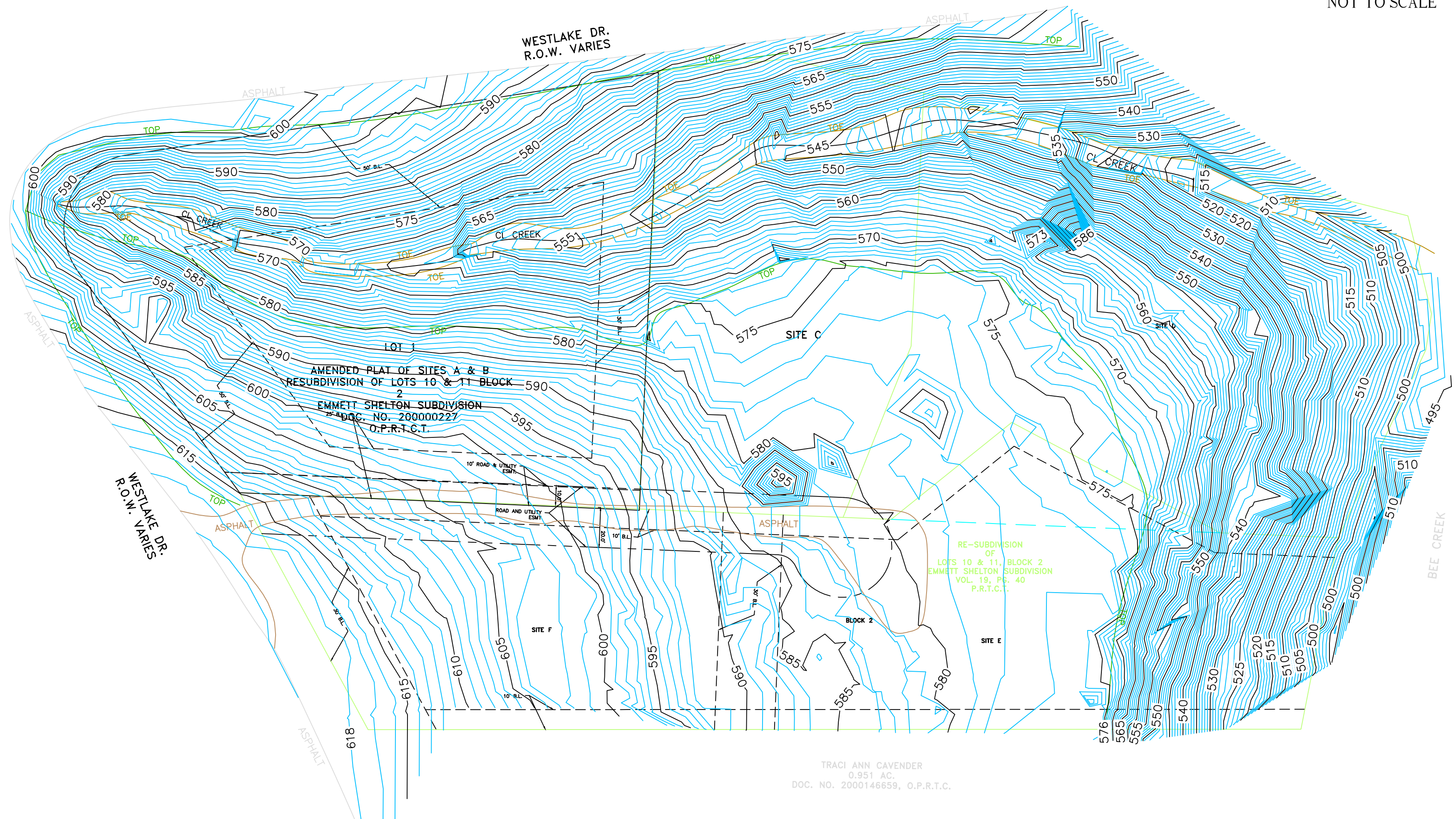
1 02 TREES IMPORTANT
3/32" = 1'-0"

LEGEND

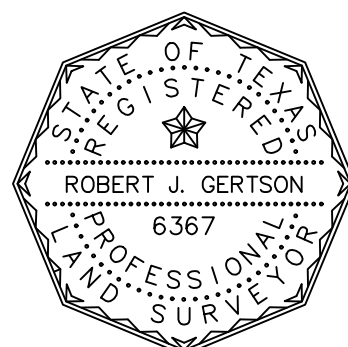
- CORNER FOUND
AS NOTED
- 1/2" IRON ROD SET WITH
"ATWELL LLC" CAP
- ATWELL BOUNDARY LINE
- - - EASEMENT LINES
- - - ADJOINER LINES



LOCATION MAP
NOT TO SCALE



ROBERT J. GERTSON, RPLS# 6367
Atwell LLC
805 Las Cimas Parkway, Ste. 310
Austin, Texas 78746
(512)904-0505
rgertson@atwell-group.com



DR.	EB	CH.	RG	DATE
				JUNE 2022
P.M.	RG			
CAD FILE:				
22001846 TREE & TOPO.DWG				
JOB	22001846			
SHEET NO.				
1 OF 5				
REVISIONS				

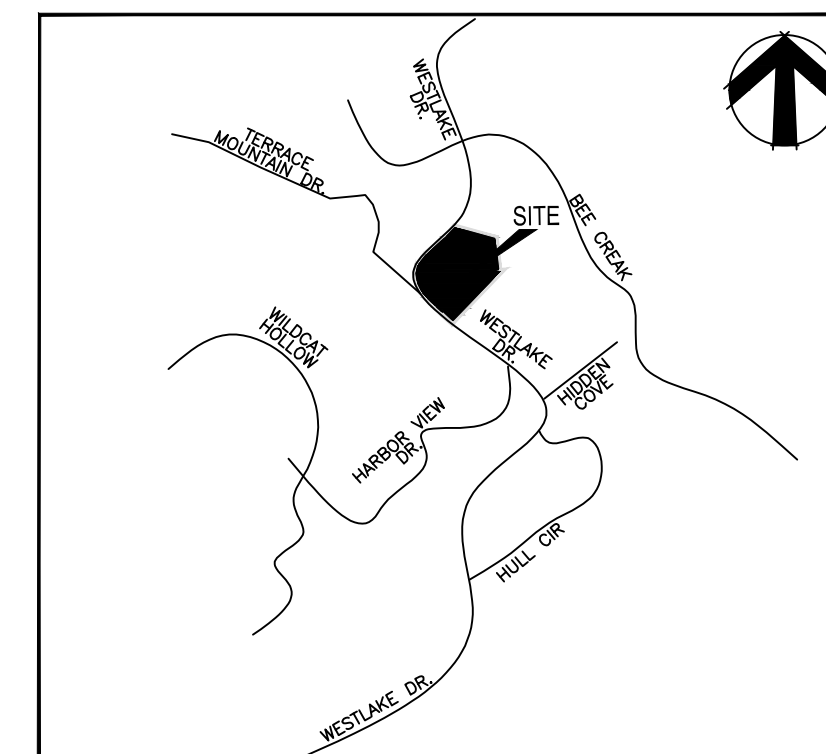
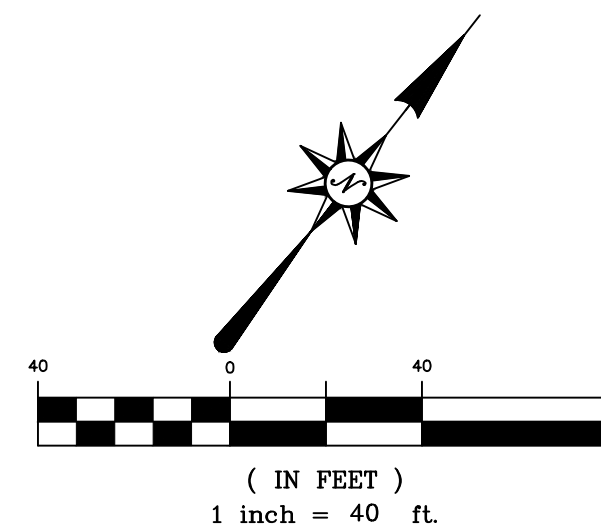
PROJECT:

LOT 1, BLOCK 2
AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS
10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION
DOC #20000227, P.R.T.C.Tx
TRAVIS COUNTY, TEXAS

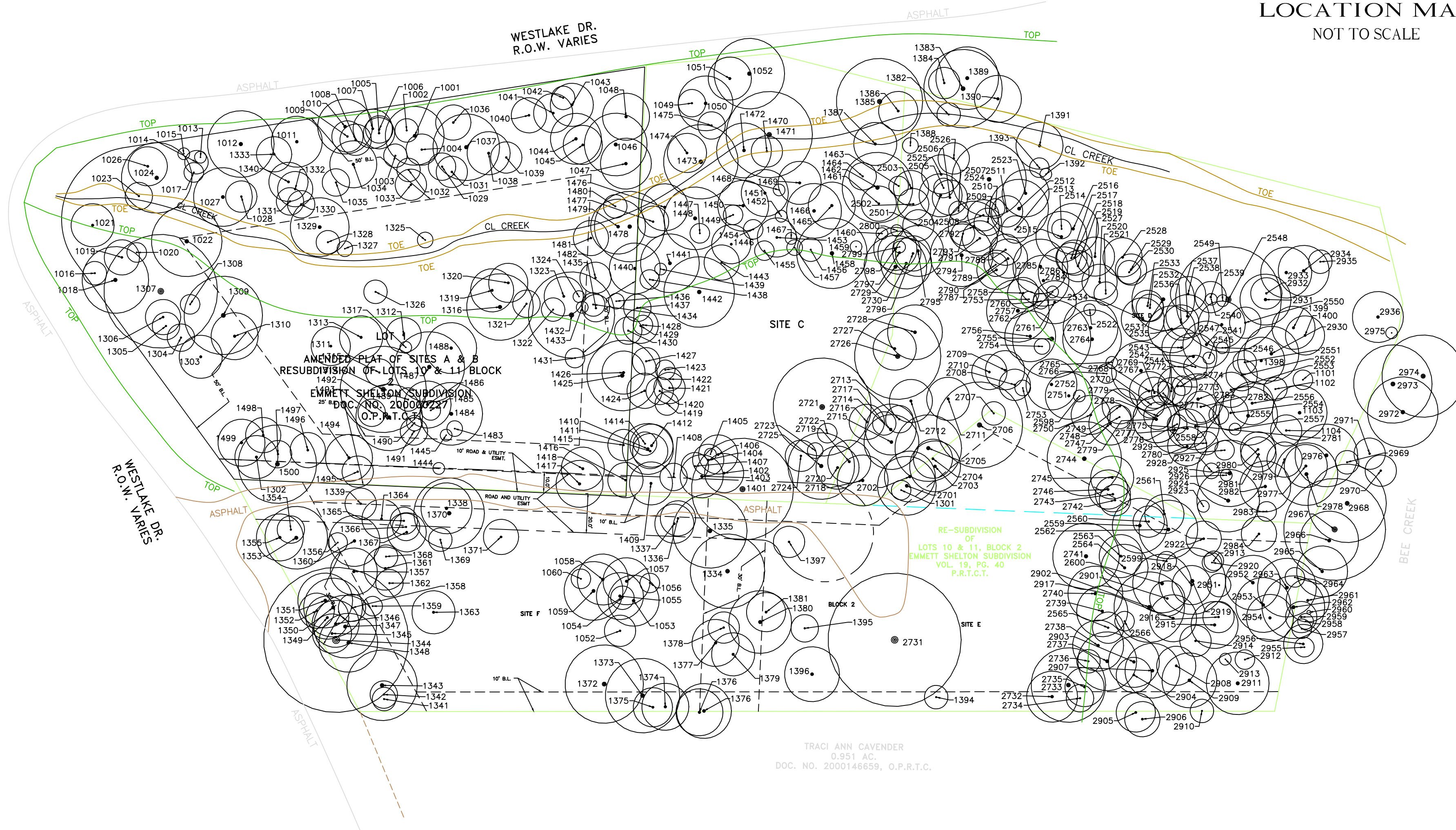
TOPOGRAPHIC



● CORNER FOUND
AS NOTED
 ○ 1/2" IRON ROD SET WITH
"ATWELL LLC" CAP
 — ATWELL BOUNDARY LINE
 ---- EASEMENT LINES
 — ADJOINER LINES



LOCATION MAP
NOT TO SCALE



DR. EB		CH. RG	DATE JUNE 2022
P.M. RG			
CAD FILE: 22001846 TREE & TOPO.DWG			
JOB 22001846			
SHEET NO. 2 OF 5			REVISIONS

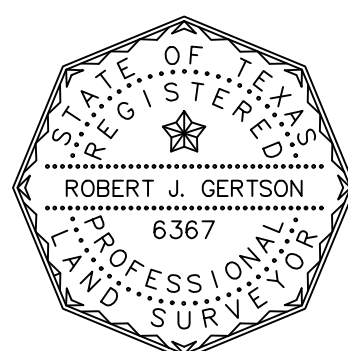
PROJECT:

TREE SURVEY

LOT 1, BLOCK 2
AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS
10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION
DOC #20000227, P.R.T.C.Tx
TRAVIS COUNTY, TEXAS



ROBERT J. GERTSON, RPLS# 6367
Atwell LLC
805 Las Cimas Parkway, Ste. 310
Austin, Texas 78746
(512)904-0505
rgertson@atwell-group.com



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TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
16005	1001	15" CEDAR
16006	1002	6" CEDAR
16007	1003	6" CEDAR
16008	1004	8" CEDAR
16009	1005	8" CEDAR
16010	1006	7" CEDAR
16011	1007	10" CEDAR
16012	1008	8" CEDAR
16013	1009	8" CEDAR
16014	1010	14" HACKBERRY
16015	1011	13" CEDAR
16016	1012	17" HACKBERRY
16017	1013	PERISSIMON 3
16018	1014	6" HACKBERRY
16019	1015	3" POST OAK
2216016001	1016	6" POST OAK MULTI STEM
2216016010	1017	5" CEDAR
2216016002	1018	17" POST OAK
2216016003	1019	9" POST OAK
2216016004	1020	5" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2216016005	1021	11" CEDAR
2216016006	1022	18" HACKBERRY
2216016007	1023	7" CEDAR
2216016008	1024	18" HACKBERRY
2216016009	1026	" ELM MULTI STEM
2216016011	1027	15" CEDAR
2216016012	1028	8" CEDAR
2216016013	1029	7" CEDAR
2216016014	1031	8" POST OAK
2216016015	1032	6" ASH
2216016016	1033	" CEDAR
2216016017	1034	12" CEDAR
2216016018	1035	7" CEDAR
2216016019	1036	9" CEDAR
2216016020	1037	17" POST OAK
2216016021	1038	11" POST OAK
2216016022	1039	8" CEDAR
2216016023	1040	9" HACKBERRY
2216016024	1041	10" POST OAK
2216016025	1042	6" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2216016026	1043	11" CEDAR
2216016027	1044	13" CEDAR
2216016028	1045	10" HACKBERRY
2216016029	1046	16" CEDAR
2216016030	1047	13" CEDAR
2216016031	1048	12" POST OAK
2216016032	1049	7" CEDAR
2216016033	1050	14" CEDAR
2216016034	1051	11" CEDAR
2216016035	1052	18" CEDAR
2216116001	1052	8" POST OAK
2216116002	1053	13" POST OAK
2216116003	1054	6" POST OAK
2216116004	1055	12" POST OAK
2216116005	1056	YAUPON 5
2216116006	1057	12" POST OAK
2216116007	1058	13" POST OAK
2216116008	1059	15" POST OAK
2216116009	1060	YAUPON 5
2214016020	1101	5" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214016021	1102	6" HACKBERRY
2214016022	1103	14" POST OAK
2214016023	1104	8" HACKBERRY
2213616000	1301	MOUNTAIN LAUREL 5
2213616001	1302	11" CEDAR
2213616002	1303	11" CEDAR
2213616003	1304	7" HACKBERRY
2213616004	1305	7" CEDAR
2213616005	1306	9" ASH
2213616006	1307	29" POST OAK MULTI STEM
2213616007	1308	5" POST OAK
2213616008	1309	20" POST OAK MULTI STEM
2213616009	1310	12" ASH
2213616011	1311	10" POST OAK
2213616016	1312	9" POST OAK
2213616015	1313	11" POST OAK
2213616014	1314	22" POST OAK MULTI STEM
2213616012	1315	7" POST OAK
2213616018	1316	17" CEDAR
2213616017	1317	YAUPON 3

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616019	1319	11" POST OAK
2213616020	1320	10" POST OAK
2213616021	1321	7" POST OAK
2213616022	1322	YAUPON 6
2213616023	1323	10" ASH
2213616024	1324	POSSUM HAW 3
2213616025	1325	4" CEDAR ELM
2213616026	1326	6" HACKBERRY
2213616027	1327	4" CEDAR ELM
2213616028	1328	MOUNTAIN LAUREL 6
2213616029	1329	15" ELM MULTI STEM
2213616030	1330	7" CEDAR
2213616031	1331	7" CEDAR
2213616032	1332	9" POST OAK
2213616034	1333	9" CEDAR
2213616035	1334	19" LIVE OAK
2213616036	1335	19" POST OAK MULTI STEM
2213616037	1336	9" POST OAK
2213616038	1337	10" POST OAK
2213616039	1338	13" POST OAK MULTI STEM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616040	1339	8" POST OAK
2213616033	1340	10" CEDAR
2213616041	1341	6" POST OAK
2213616042	1342	7" POST OAK
2213616043	1343	18" POST OAK MULTI STEM
2213616044	1344	37" LIVE OAK MULTI STEM
2213616045	1345	LIGUSTRUM 10
2213616046	1346	12" LIVE OAK
2213616047	1347	16" LIVE OAK MULTI STEM
2213616048	1348	15" LIVE OAK MULTI STEM
2213616049	1349	11" LIVE OAK
2213616050	1350	15" LIVE OAK MULTI STEM
2213616051	1351	14" LIVE OAK
2213616052	1352	9" LIVE OAK
2213616053	1353	16" POST OAK MULTI STEM
2213616054	1354	7" CEDAR
2213616055	1355	12" CEDAR
2213616056	1356	5" POST OAK
2213616057	1357	12" CEDAR
2213616058	1358	LIGUSTRUM 7

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616059	1359	LIGUSTRUM 5
2213616060	1360	13" POST OAK
2213616061	1361	11" CEDAR
2213616062	1362	HAWTHORN 7
2213616063	1363	MULBERRY 11
2213616064	1364	10" POST OAK
2213616065	1365	7" POST OAK
2213616066	1366	7" POST OAK
2213616067	1367	10" POST OAK
2213616068	1368	LUGUSTROM 6
2213616069	1369	LUGUSTROM 6
2213616070	1370	18" POST OAK MULTI STEM
2213616071	1371	9" PECAN
2213616072	1372	20" POST OAK MULTI STEM
2213616073	1373	19" POST OAK
2213616074	1374	LIGUSTRUM 12
2213616075	1375	LIGUSTRUM 10
2213616077	1376	12" HACKBERRY
2213616076	1376	14" POST OAK
2213616078	1377	LIGUSTRUM 12

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213616079	1378	8" HACKBERRY
2213616080	1379	LIGUSTROM 11
2213616081	1380	16" LIVE OAK MULTI STEM
2213616082	1381	LIGUSTRUM 10
2214016001	1382	6" CEDAR ELM
2214016002	1383	20" CEDAR ELM
2214016003	1384	8" CEDAR ELM
2214016004	1385	22" CEDAR ELM
2214016005	1386	LIGUSTRUM 10
2214016006	1387	LIGUSTRUM 11
2214016007	1388	LEGUSTRUM 4
2214016008	1389	16" HACKBERRY
2214016009	1390	12" CEDAR ELM
2214016010	1391	12" CEDAR ELM
2214016011	1392	3" HACKBERRY
2214016012	1393	5" CEDAR
2214016013	1394	CREP MERTIL TWIN
2214016014	1395	LIGUSTRUM 7
2214016015	1396	BIRCH 14
2214016016	1397	PEAR 8

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214016017	1398	12" CEDAR ELM
2214016018	1399	11" CEDAR
2214016019	1400	10" CEDAR
2213116001	1401	26" HACKBERRY
2213116002	1402	10" HACKBERRY
2213116003	1403	11" LIVE OAK
2213116004	1404	8" LIVE OAK
2213116005	1405	3" CEDAR
2213116006	1406	10" CEDAR
2213116007	1407	7" CEDAR
2213116008	1408	7" CEDAR
2213116009	1409	11" CEDAR
2213116010	1410	13" LIVE OAK
2213116011	1411	9" LIVE OAK
2213116012	1412	11" LIVE OAK
2213116013	1414	6" LIVE OAK
2213116014	1415	8" LIVE OAK
2213116015	1416	9" LIVE OAK
2213116016	1417	12" LIVE OAK
2213116017	1418	11" LIVE OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213116018	1419	YAUPON 6
2213116019	1420	7" CEDAR
2213116020	1421	8" CEDAR
2213116021	1422	6" LIVE OAK
2213116022	1423	5" CEDAR
2213116023	1424	9" CEDAR
2213116024	1425	18" LIVE OAK MULTI STEM
2213116025	1426	11" LIVE OAK
2213116026	1427	7" LIVE OAK
2213116027	1428	POSSUMHAW 5
2213116028	1429	9" LIVE OAK
2213116029	1430	7" LIVE OAK
2213116030	1431	YAUPON 5
2213116031	1432	22" LIVE OAK MULTI STEM
2213116032	1433	YAUPON 3
2213116033	1434	6" LIVE OAK
2213116034	1435	7" LIVE OAK
2213116035	1436	POSSUMHAW 4
2213116036	1437	POSSUMHAW 7
2213116037	1438	YAUPON 5

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO.DWG		
JOB 22001846		
SHEET NO. 3 OF 5		
		REVISIONS

TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS



ATWELL
www.atwell-group.com
805 LAS CIMAS PARKWAY, SUITE 310
AUSTIN, TX 78746
512.904.0505
TBPE LS 10193726

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TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3082	1459	YAUPON 3
3083	1460	YAUPON 3
3084	1461	9" CEDAR
3085	1462	18" CEDAR
3086	1463	5" CEDAR
3087	1464	7" CEDAR
3088	1465	LIGUSTRUM 12
3089	1466	LIGUSTRUM 14
3090	1467	3" LIVE OAK
3091	1468	POSSUMHAW 3
3092	1469	11" LIVE OAK
3093	1470	LIGUSTRUM 8
3094	1471	COTTONWOOD 22
3095	1472	LIGUSTRUM 14
3096	1473	LIGUSTRUM MULTI 19
3097	1474	10" CEDAR ELM
3098	1475	7" ASH
3099	1476	LIGUSTRUM 12
3100	1477	8" CEDAR ELM
3101	1478	18" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3102	1479	LIGUSTRUM 14
3103	1480	6" CEDAR ELM
3104	1481	9" HACKBERRY
3105	1482	8" CEDAR
3108	1483	YAUPON 4
3109	1484	16" POST OAK
3110	1485	5" ASH
3112	1486	12" POST OAK
3113	1487	18" POST OAK MULTI STEM
3115	1488	13" POST OAK MULTI STEM
3116	1489	6" POST OAK
3117	1490	YAUPON 4
3118	1491	7" POST OAK
3119	1492	17" POST OAK MULTI STEM
3120	1493	7" ASH
3121	1494	12" POST OAK
3122	1495	8" POST OAK MULTI STEM
3123	1496	9" POST OAK
3125	1497	7" POST OAK
3126	1498	9" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
3127	1499	12" CEDAR
3128	1500	20" POST OAK MULTI STEM
2213110057	2501	8" CEDAR
2213110058	2502	8" CEDAR
2213110059	2503	9" CEDAR
2213110060	2504	11" CEDAR
2213110061	2505	5" CEDAR ELM
2213110062	2506	9" CEDAR
2213110063	2507	5" CEDAR
2213110064	2508	8" CEDAR ELM
2213110065	2509	7" CEDAR
2213110066	2510	5" POST OAK
2213110067	2511	8" CEDAR
2213110068	2512	15" CEDAR
2213110069	2513	7" CEDAR
2213110070	2514	5" CEDAR
2213110071	2515	13" CEDAR
2213110072	2516	13" CEDAR
2213110073	2517	8" CEDAR
2213110074	2518	9" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110075	2519	8" CEDAR
2213110076	2520	9" CEDAR ELM
2213110077	2521	6" CEDAR
2213110078	2522	3" CEDAR ELM
2213210001	2523	12" CEDAR
2213210002	2524	19" CEDAR
2213210003	2525	10" CEDAR
2213210004	2526	8" POST OAK
2213210005	2527	10" CEDAR
2213210006	2528	10" CEDAR
2213210007	2529	8" CEDAR
2213210008	2530	6" CEDAR
2213210009	2531	16" CEDAR
2213210010	2532	7" CEDAR
2213210011	2533	8" POST OAK
2213210012	2534	11" CEDAR
2213210013	2535	12" CEDAR
2213210014	2536	9" CEDAR
2213210015	2537	11" CEDAR
2213210016	2538	9" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213210017	2539	8" CEDAR
2213210018	2540	3" HACKBERRY
2213210019	2541	12" HACKBERRY MULTI STEM
2213210020	2542	12" POST OAK
2213210021	2543	10" CEDAR ELM
2213210022	2544	6" CEDAR
2213210023	2545	3" CEDAR ELM
2213210024	2546	3" HACKBERRY
2213210025	2547	12" HACKBERRY
2213210026	2548	27" POST OAK MULTI STEM
2213210027	2549	3" HACKBERRY
2213210028	2550	8" HACKBERRY
2213210029	2551	6" CEDAR
2213210030	2552	8" HACKBERRY MULTI STEM
2213210031	2553	9" HACKBERRY
2213210032	2554	9" HACKBERRY
2213210033	2555	15" CEDAR
2213210034	2556	11" HACKBERRY MULTI STEM
2213210035	2557	3" HACKBERRY
2213210036	2558	5" HACKBERRY

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213210037	2559	14" CEDAR ELM
2213210038	2560	8" CEDAR ELM
2213210039	2561	10" HACKBERRY
2213210040	2562	15" CEDAR ELM
2213210041	2563	11" CEDAR
2213210042	2564	12" HACKBERRY
2213210043	2565	8" HACKBERRY
2213210044	2566	5" HACKBERRY
2214010001	2598	3" CEDAR ELM
2214010002	2599	5" LIVE OAK
2214010003	2600	15" CEDAR ELM
2212310000	2701	15" CEDAR
2212310001	2702	13" LIVE OAK MULTI STEM
2212310002	2703	BODARK 13
2212310003	2704	10" CEDAR
2212310004	2705	17" CEDAR ELM
2212310005	2706	22" CEDAR ELM
2212310006	2707	6" CEDAR ELM
2212310007	2708	8" LIVE OAK
2212310008	2709	10" CEDAR

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2212310009	2710	9" CEDAR ELM
2212310010	2711	11" CEDAR ELM
2212310011	2712	11" LIVE OAK
2212310012	2713	BODARK 7
2212310013	2714	13" CEDAR ELM
2212310014	2715	14" CEDAR ELM
2212310015	2716	9" CEDAR ELM
2212310016	2717	6" CEDAR ELM
2212310017	2718	13" CEDAR MULTI STEM
2212310018	2719	11" CEDAR
2212310019	2720	11" CEDAR
2212310020	2721	25" CEDAR ELM
2212310021	2722	5" CEDAR
2212310022	2723	4" LIVE OAK
2212310023	2724	8" CEDAR
2212310024	2725	17" CEDAR
2212310025	2726	22" HACKBERRY
2212310026	2727	11" CEDAR ELM
2212310027	2728	14" CEDAR
2212310028	2729	16" LIVE OAK MULTI STEM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2212310029	2730	13" POST OAK
2212310030	2731	34" LIVE OAK
2212310031	2732	13" CEDAR ELM
2212310032	2733	19" CEDAR ELM
2212310033	2734	7" CEDAR
3062	2735	10" CEDAR ELM
2212310035	2736	6" POST OAK
2212310036	2737	15" HACKBERRY
2212310037	2738	13" HACKBERRY
2212310038	2739	13" CEDAR ELM
2212310039	2740	14" CEDAR
2212310040	2741	17" CEDAR ELM
2212310041	2742	8" POST OAK
2212310042	2743	9" POST OAK
2213110000	2744	19" CEDAR ELM
2213110001	2745	11" CEDAR
2213110002	2746	10" CEDAR
2213110003	2747	11" POST OAK
2213110004	2748	6" POST OAK
2213110005	2749	9" CEDAR ELM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110006	2750	10" POST OAK
2213110007	2751	12" HACKBERRY
2213110008	2752	13" HACKBERRY
2213110015	2753	4" CEDAR ELM
2213110009	2753	4" CHINABERRY
2213110010	2754	4" POST OAK
2213110011	2755	20" CEDAR ELM
2213110012	2756	13" CEDAR ELM
2213110013	2757	16" CEDAR
2213110014	2758	8" CEDAR
2213110016	2760	4" HACKBERRY
2213110017	2761	11" CEDAR
2213110018	2762	3" CEDAR
2213110019	2763	14" CEDAR
2213110020	2764	15" CEDAR ELM
2213110021	2765	3" POST OAK
2213110022	2766	5" CEDAR
2213110023	2767	15" CEDAR
2213110024	2768	10" POST OAK
2213110025	2769	8" POST OAK

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110026	2770	7" POST OAK
2213110027	2771	6" CEDAR
2213110028	2772	7" CEDAR
2213110029	2773	10" POST OAK
2213110030	2774	5" CEDAR ELM
2213110031	2775	10" CEDAR ELM
2213110032	2776	5" CEDAR ELM
2213110033	2777	12" CEDAR ELM
2213110034	2778	7" POST OAK
2213110035	2779	12" CEDAR ELM
3072	2779	12" CEDAR ELM
2213110036	2780	10" CEDAR ELM
2213110037	2781	12" CEDAR
2213110038	2782	8" CEDAR
2213110039	2783	13" CEDAR
2213110040	2784	13" CEDAR
2213110041	2785	14" CEDAR
2213110042	2786	13" CEDAR
2213110043	2787	10" CEDAR
2213110044	2788	8" CEDAR

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO.DWG		
JOB 22001846		
SHEET NO. 4 OF 5		
		REVISIONS

TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS



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k:\22001846 - 1635 westlake dr\dwg\survey\22001846 tree & topo.dwg Savedate: 6/21/2022 3:57 PM Plotdate: 6/21/2022 3:59 PM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2213110045	2789	6" HACKBERRY
2213110046	2790	10" CEDAR
2213110047	2791	9" CEDAR
2213110048	2792	13" POST OAK
2213110049	2793	6" CEDAR
2213110050	2794	16" CEDAR
2213110051	2795	13" POST OAK
2213110052	2796	9" CEDAR ELM
2213110053	2797	11" HACKBERRY
2213110054	2798	11" LIVE OAK
2213110055	2799	3" LIVE OAK
2213110056	2800	3" HACKBERRY
2214010004	2901	9" POST OAK
2214010005	2902	18" HACKBERRY
2214010006	2903	13" HACKBERRY
2214010007	2904	9" HACKBERRY
2214010008	2905	10" CEDAR ELM
2214010009	2906	9" CEDAR ELM
2214010010	2907	14" CEDAR ELM
2214010011	2908	10" HACKBERRY

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010012	2909	14" CEDAR ELM
2214010013	2910	6" CEDAR ELM
2214010014	2911	16" HACKBERRY
2214010015	2912	5" POST OAK
2214010024	2913	5" POST OAK
2214010016	2913	3" CEDAR ELM
2214010017	2914	8" HACKBERRY
2214010018	2915	12" CEDAR ELM
2214010019	2916	8" HACKBERRY
2214010020	2917	12" CEDAR ELM
2214010021	2918	10" CEDAR ELM
2214010022	2919	17" ELM MULTI STEM
2214010023	2920	5" HACKBERRY
2214010025	2922	9" HACKBERRY
2214010026	2923	3" CEDAR ELM
2214010028	2924	16" CEDAR ELM
2214010029	2925	17" CEDAR ELM
2214010030	2926	3" HACKBERRY
2214010031	2927	4" CEDAR ELM
2214010032	2928	5" CEDAR ELM

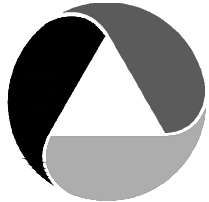
TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010033	2929	6" HACKBERRY
2214010034	2930	14" HACKBERRY
2214010035	2931	13" HACKBERRY
2214010036	2932	8" CEDAR ELM
2214010037	2933	13" CEDAR
2214010038	2934	13" CEDAR ELM
2214010039	2935	6" HACKBERRY
2214010040	2936	13" POST OAK
2214010041	2951	6" HACKBERRY
2214010042	2952	14" CEDAR ELM
2214010043	2953	14" CEDAR ELM
2214010044	2954	12" ELM MULTI STEM
2214010045	2955	5" CEDAR ELM
2214010046	2956	10" CEDAR ELM
2214010047	2957	5" CEDAR ELM
2214010048	2958	4" POST OAK
2214010049	2959	8" POST OAK
2214010050	2960	" PINE
2214010051	2961	11" CEDAR ELM
2214010052	2962	16" ELM MULTI STEM

TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010053	2963	15" CEDAR ELM
2214010054	2964	5" POST OAK
2214010055	2965	13" CEDAR ELM
2214010056	2966	15" CEDAR ELM
2214010057	2967	26" PINE
2214010058	2968	20" POST OAK
2214010059	2969	6" POST OAK
2214010060	2970	8" POST OAK
2214010061	2971	8" CEDAR
2214010062	2972	18" POST OAK
2214010063	2973	20" POST OAK
2214010064	2974	21" POST OAK
2214010065	2975	3" CEDAR ELM
2214010066	2976	16" CEDAR ELM
2214010067	2977	11" CEDAR ELM
2214010068	2978	16" CEDAR
2214010069	2979	9" HACKBERRY
2214010070	2980	9" HACKBERRY
2214010071	2981	9" CEDAR ELM
2214010072	2982	13" CEDAR ELM

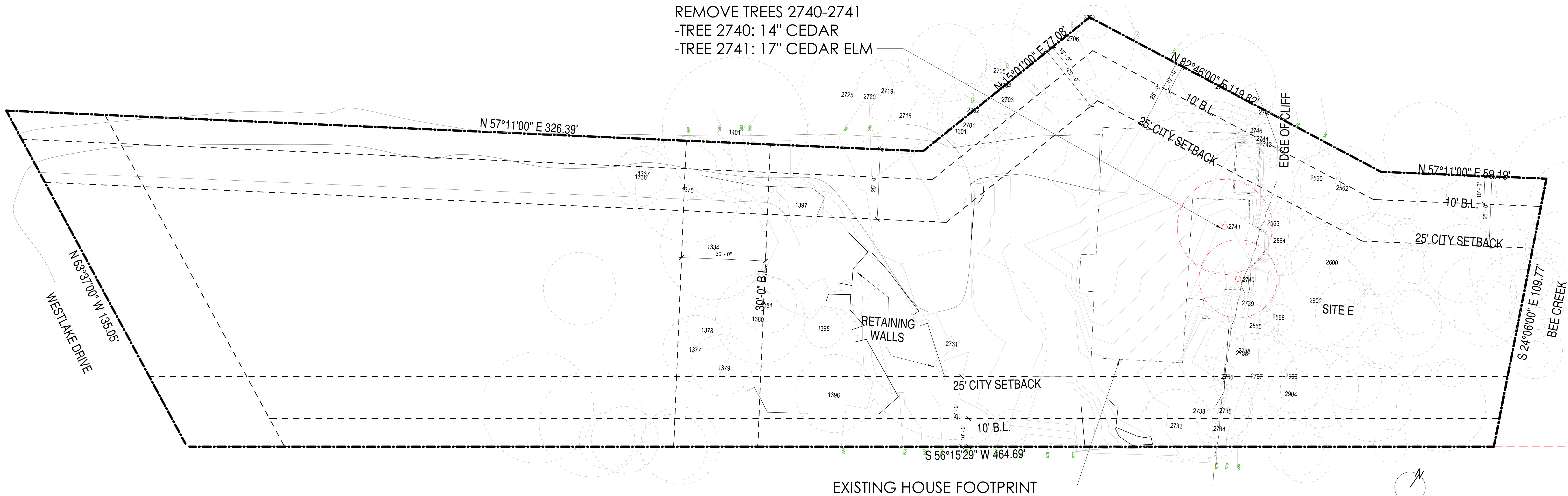
TREE TABLE		
POINT #	TREE TAG #	SIZE & TYPE
2214010073	2983	5" HACKBERRY
2214010074	2984	9" HACKBERRY

DR. EB	CH. RG	DATE JUNE 2022
P.M. RG		
CAD FILE: 22001846 TREE & TOPO.DWG		
JOB 22001846		
SHEET NO.		
5 OF 5		
		REVISIONS

TREE LIST	
PROJECT:	LOT 1, BLOCK 2 AMENDED PLAT OF SITES A & B, RESUBDIVISION OF LOTS 10 & 11, BLOCK 2, EMMETT SHELTON SUBDIVISION DOC #20000227, P.R.T.C.Tx TRAVIS COUNTY, TEXAS

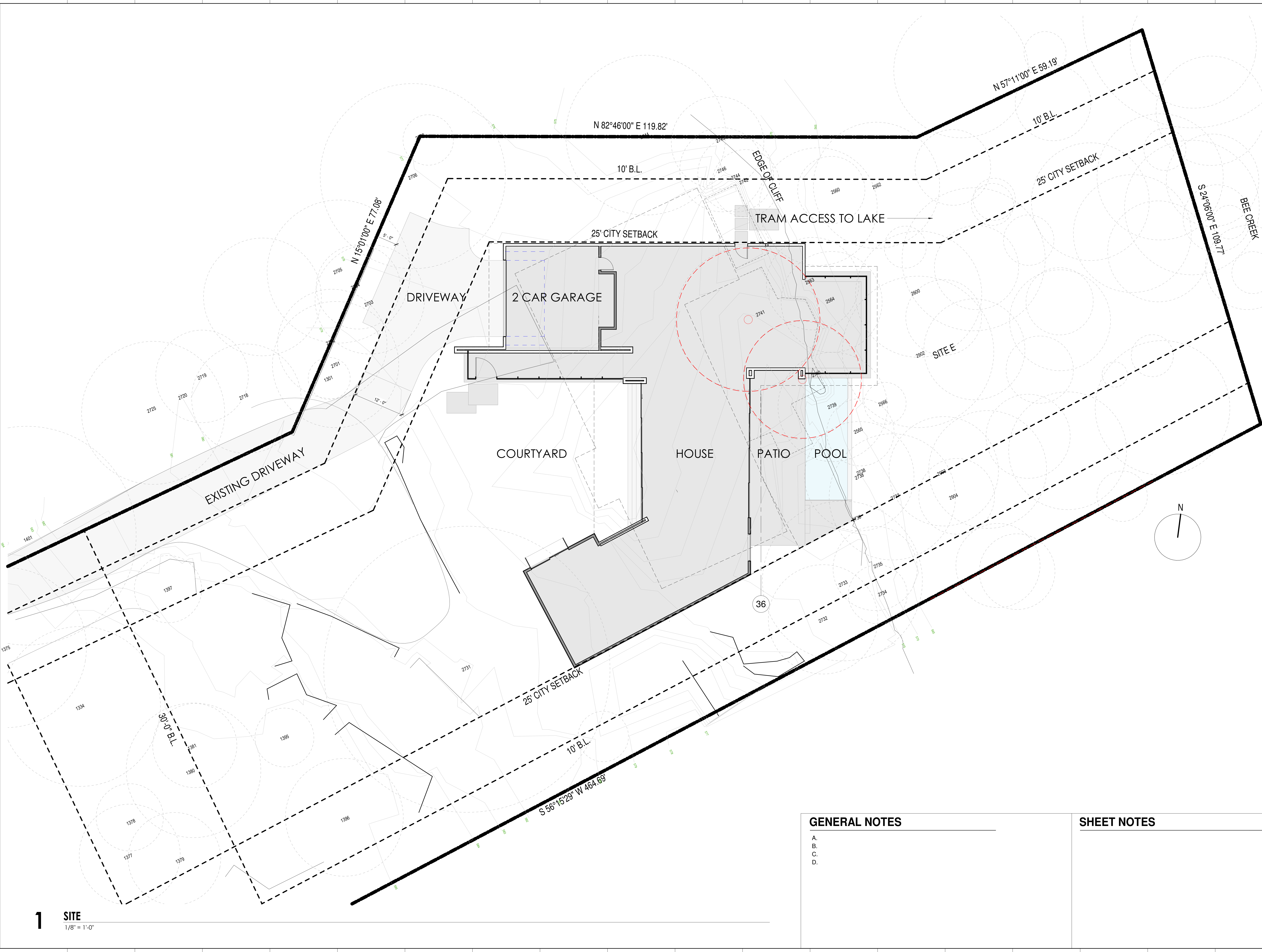


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1 SITE PLAN
1/16" = 1'-0"

GENERAL NOTES	SHEET NOTES
A. B. C. D.	



1 SITE
1/8" = 1'-0"

GENERAL NOTES

- A.
- B.
- C.
- D.

SHEET NOTES

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CURRENT
Concept
11/15/2022 7:48:02 AM



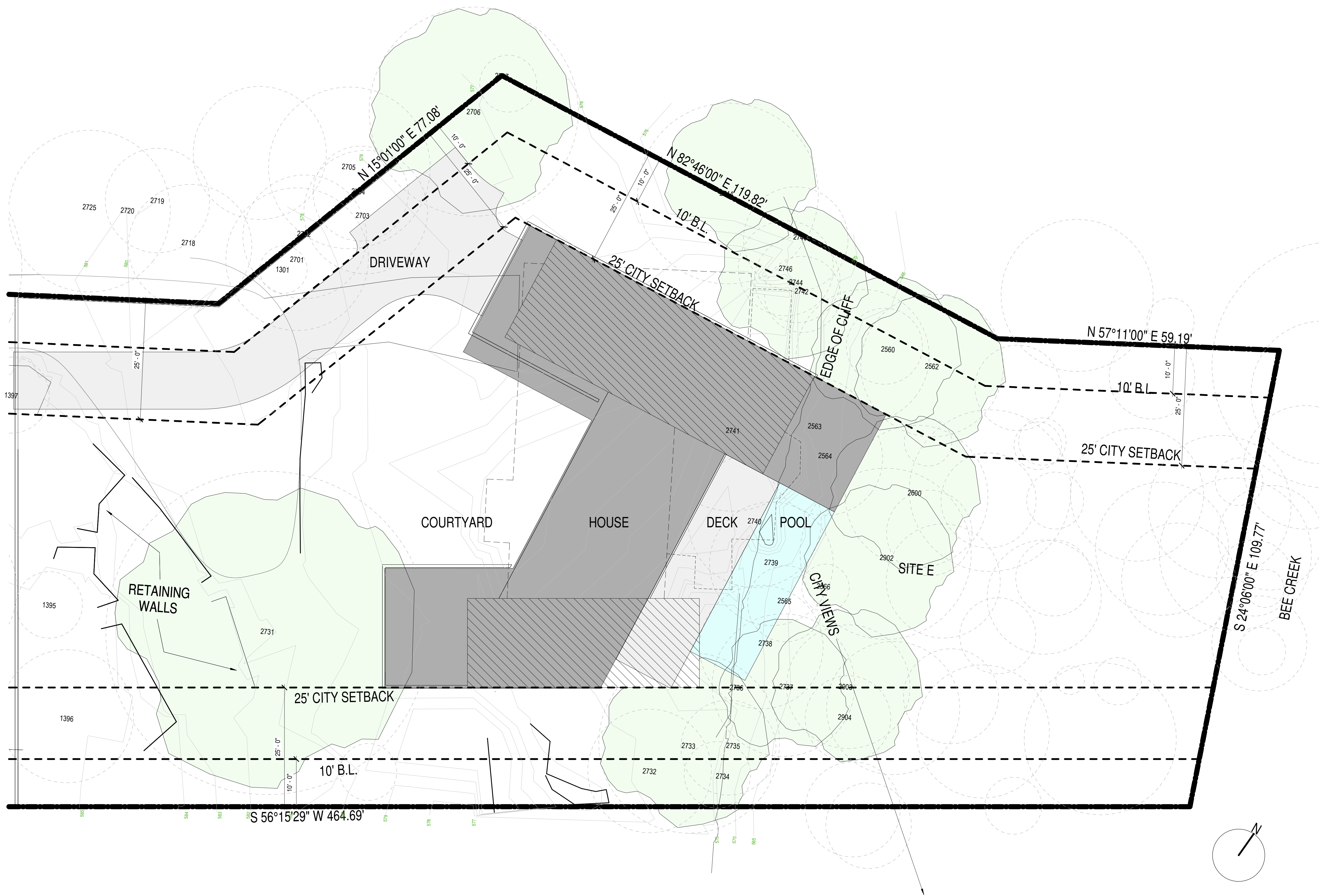
PLAN
NORTH

ISSUE ARCHIVE

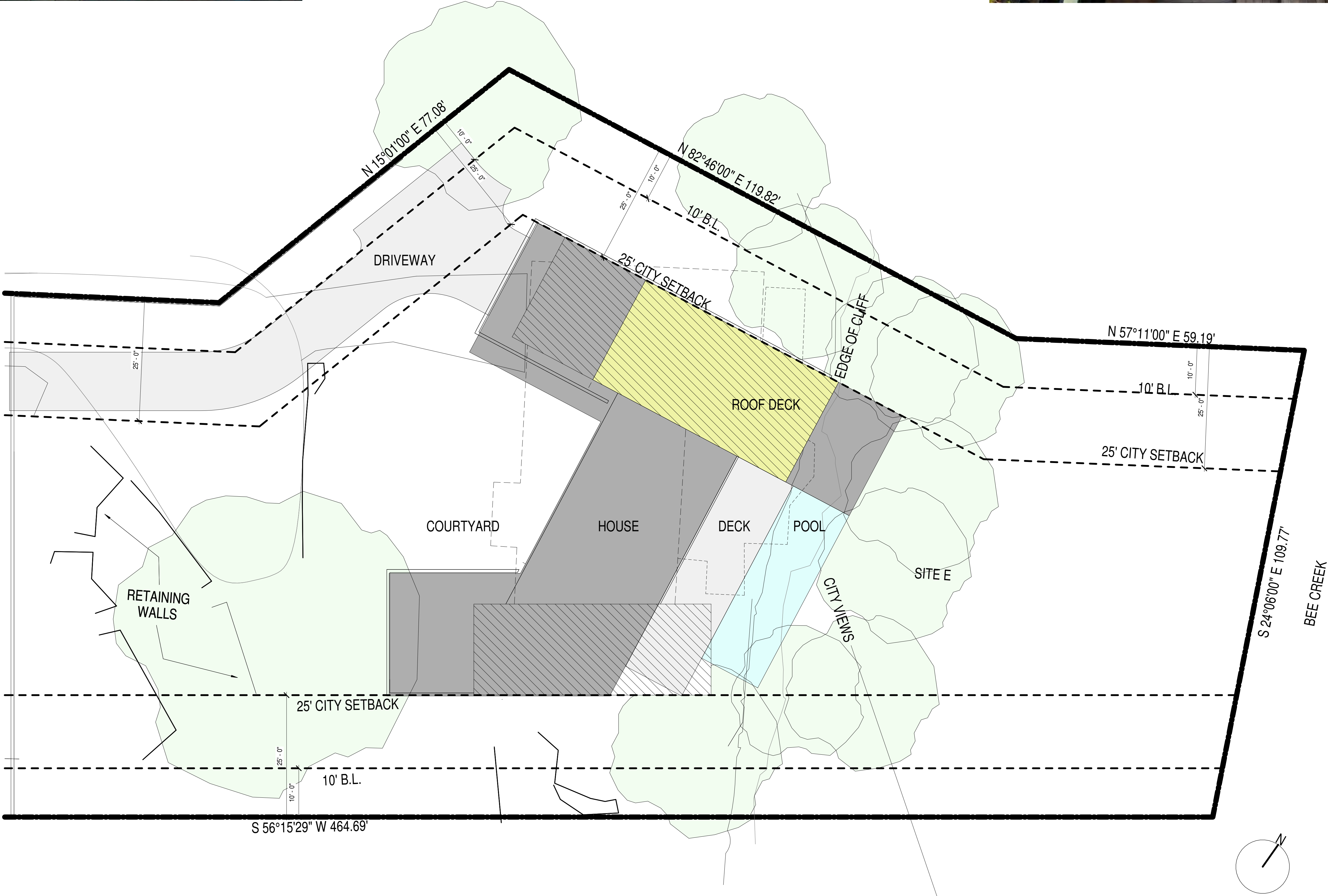
SITE PLAN
ENLARGE



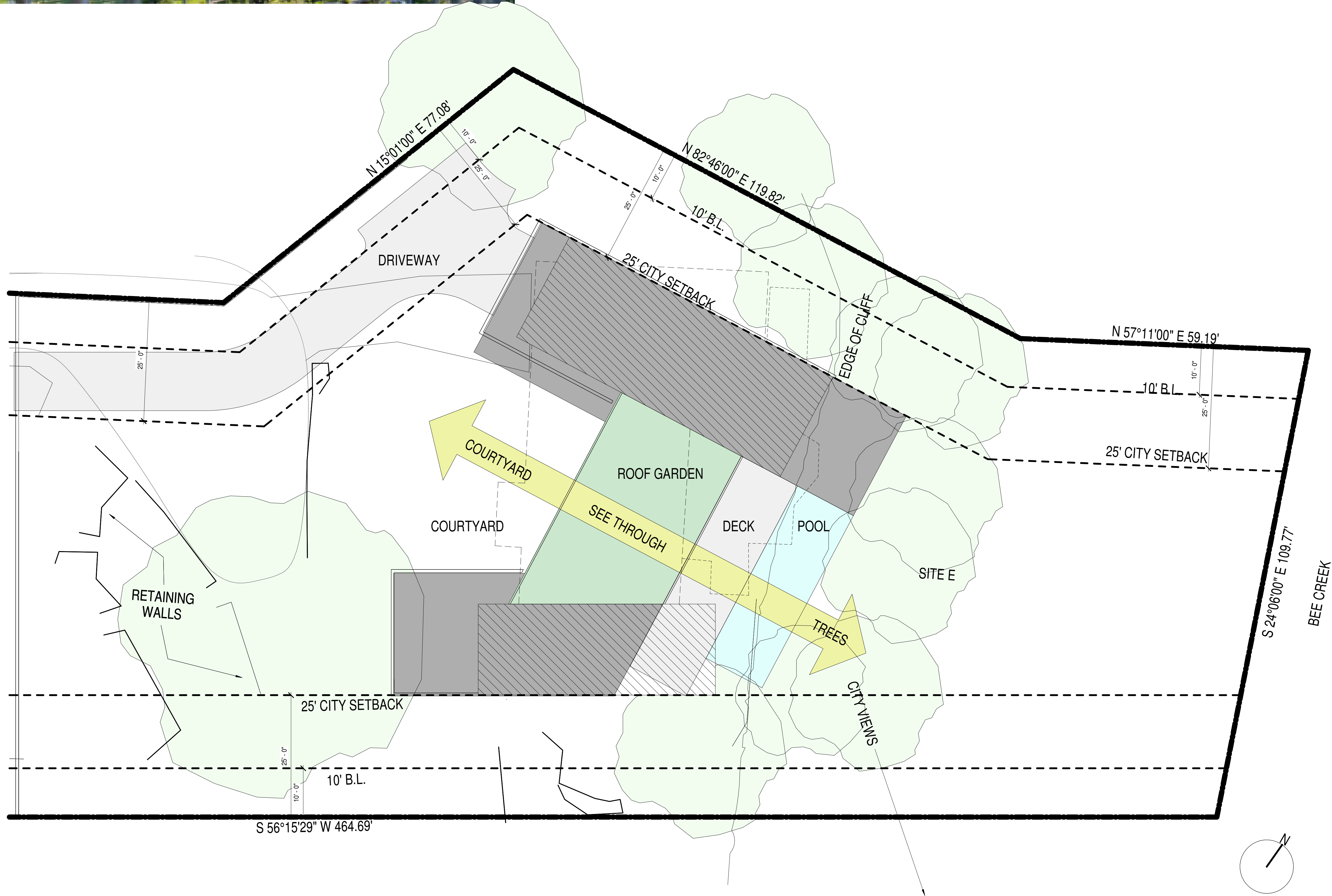
1 02 TREES IMPORTANT
3/32" = 1'-0"



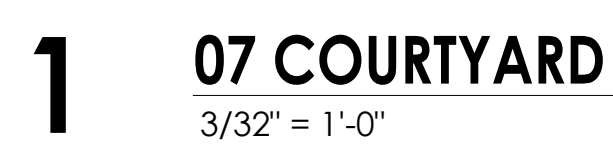
1 03 HOUSE LOCATION
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1 04 ROOF DECK
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1 06 SEE THROUGH
3/32" = 1'-0"

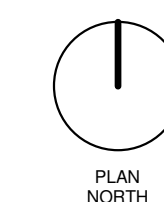


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ISSUE ARCHIVE

COURTYARD

C.07



1 08 LANDSCAPE NATURAL VS MANICURED
3/32" = 1'-0"

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ISSUE ARCHIVE

LANDSCAPE VS.
MANMADE

C.08

