



Aupperle Company

2219 Westlake Drive #110, Austin, Texas 78746

Office & Fax: (512) 329-8241

Email: Aupperle@att.net

Agenda Request Transmittal

Parks & Recreation:

☐ Navigation Committee

☒ Board

From: Bruce Aupperle, P.E.

Date: 7/20/10

To: Parks & Recreation Department, Chris Yanez

Delivery: Email

Re: 2105 Big Horn, SP-91-0004DS

Pages:

By this transmittal we hereby request that the referenced project be placed on the next available agenda for ☒ approval.
☐ discussion.

Project Type:

- ☒ Single-Family Dock
- ☐ Commercial Marina
- ☐ Shoreline Modification
- ☐ Silt Removal

Owner: David Faust

Applicant: David Faust

Site Address: 2105 Big Horn

Site Plan Case Number: SP-91-0004DS

Variance Requested:

- ☒ Exceed 20% Shoreline Width
- ☐ Exceed 30' Depth Into Lake
- ☒ Encroach Into 10' Sideyard Setback
- ☐ Exceed 20% of Channel Width

Description of Variance Request:

The property owner for the referenced address purchased the home and dock in its current configuration. The owner wishes to obtain a building permit in order to occupy the home. The building permit cannot be issued by the City until the expired permits associated with the dock are cleared. In order to clear the expired dock permits an engineer's concurrence letter is required, which cannot be issued until the site plan is corrected. The site plan correction submitted shows the as-built location and configuration of the existing dock. The existing dock is located within the 10' sideyard setback and occupies more than 20% of the shoreline width. The adjacent property owner has provided a letter of no objection to the encroachment into the 10' sideyard setback. The dock width is 29'. The lot shoreline width is 75'. The applicant has agreed to the draft covenant requested by the Navigation Committee.

Attachments:

- ☒ Site Plan, redlined.
- ☐ Location Map
- ☐ Plat
- ☒ Other Documents: Letter from adjacent property owner & draft covenant

January 11, 2010


RE: Boat Dock
2105 Big Horn Drive
Austin, TX

To Whom It May Concern:

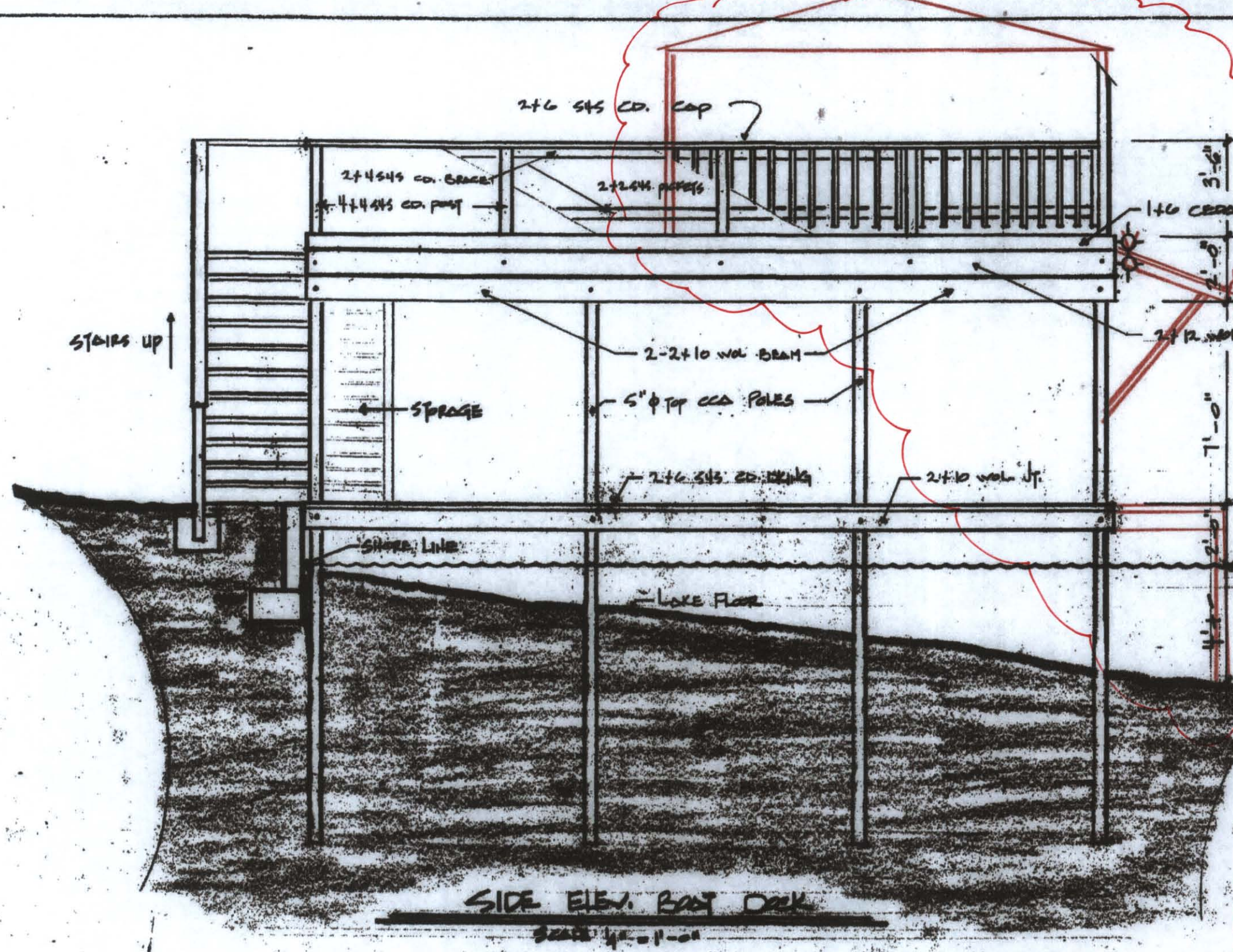
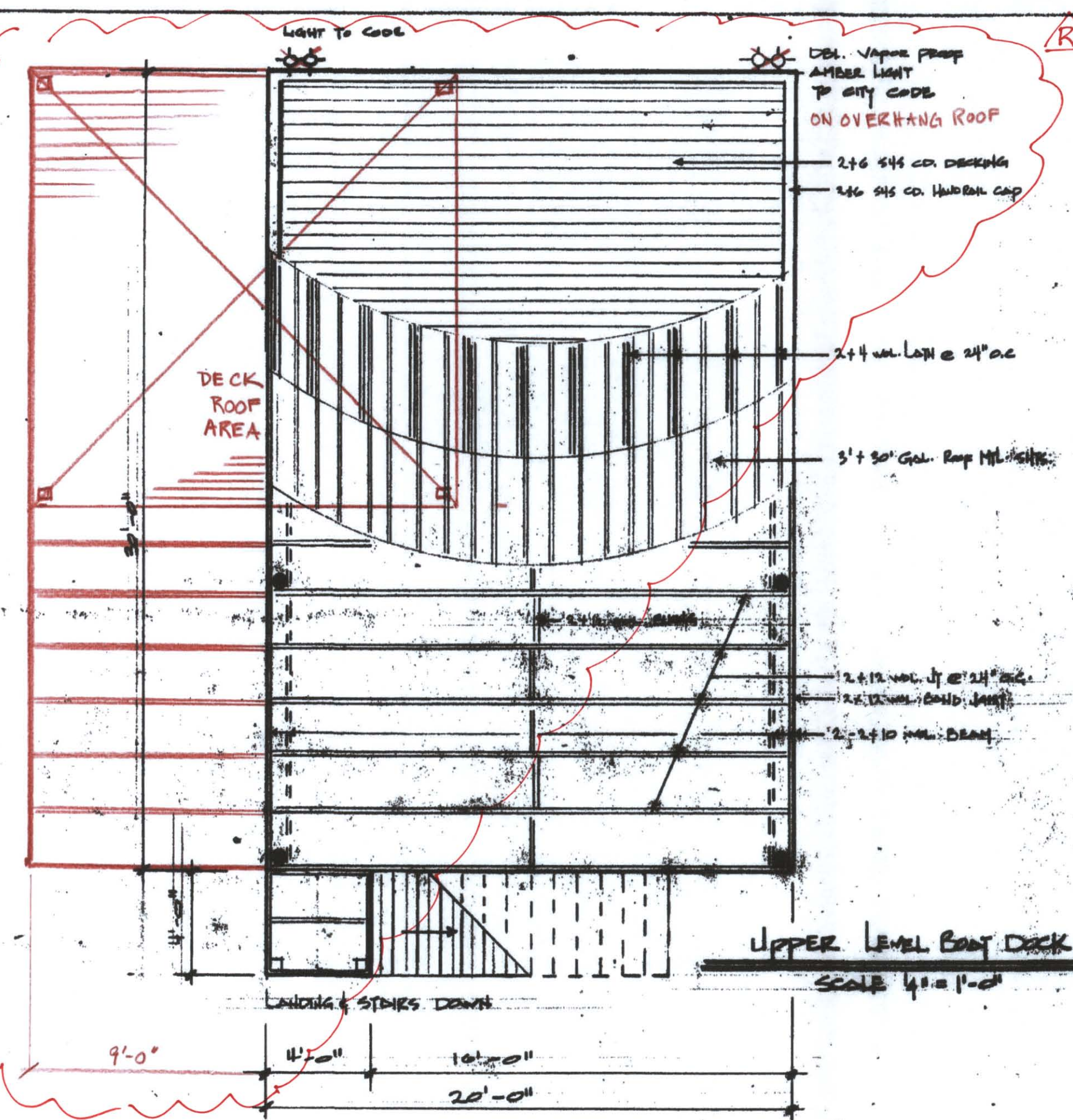
As the owners of the home located at 2107 Big Horn Drive, Austin, TX, which is next door to 2105 Big Horn Drive, this letter is intended to assure all that we have no issue with the owners of 2105 Big Horn Drive having and keeping their existing boat dock as is. We understand that this mentioned dock is within 10 feet of our common property line without regard to any setbacks that may be in place with the city or county regulations.

Feel free to contact us if you have any questions related to this matter.

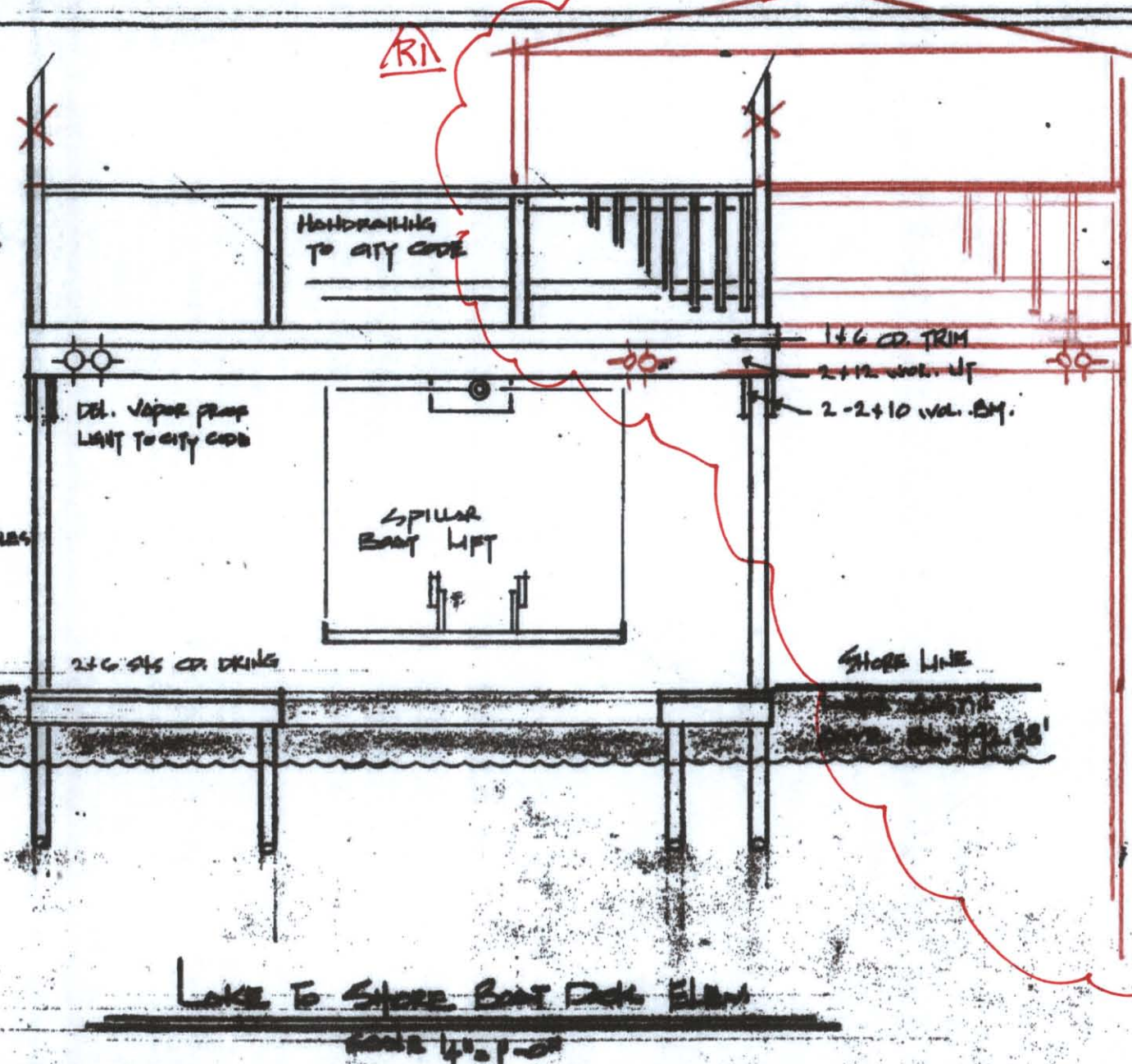
Sincerely,



Manuel and Andrina Valdes
14049 Mint Trail
San Antonio, TX 78232
(210) 860-0451 cell



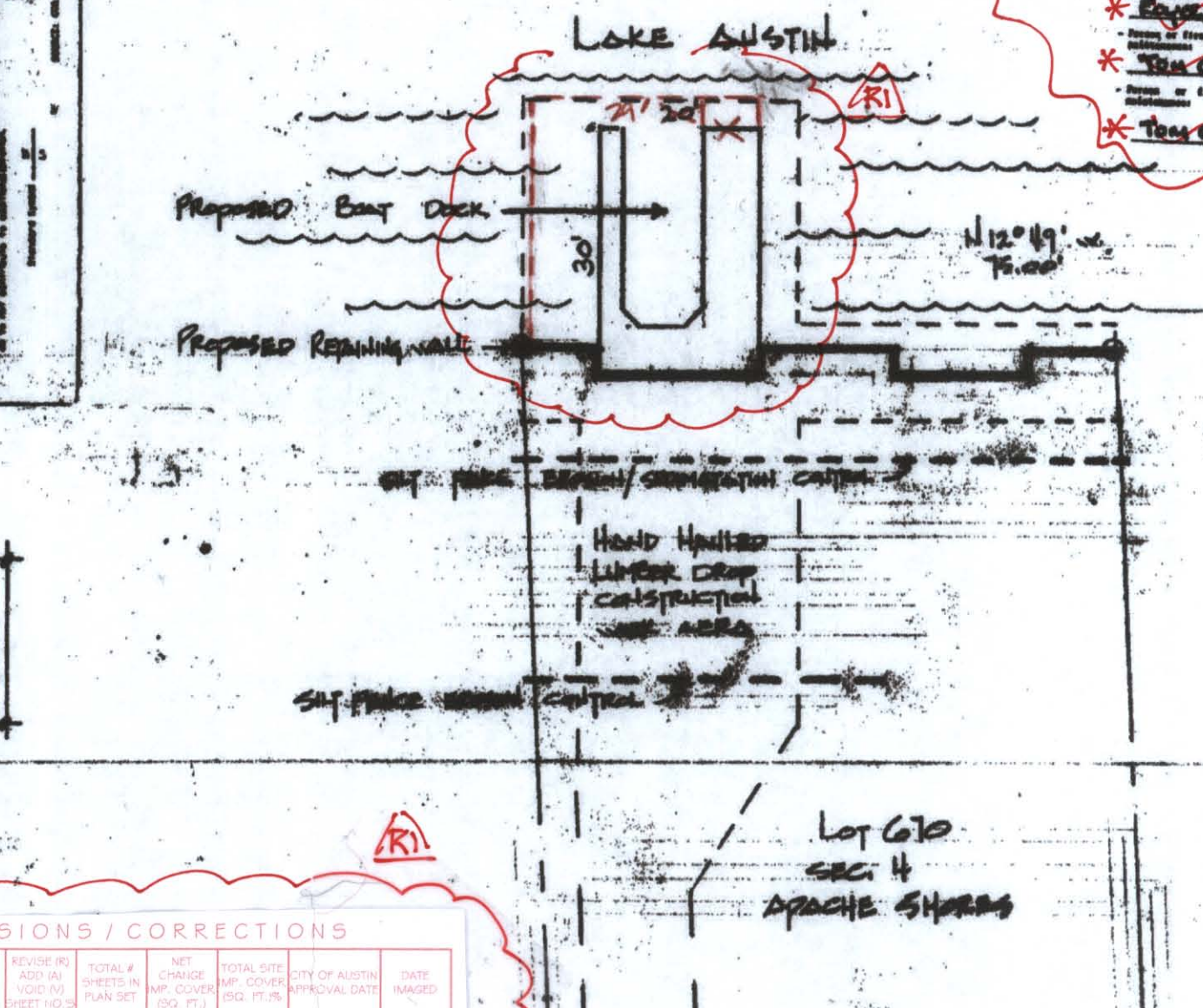
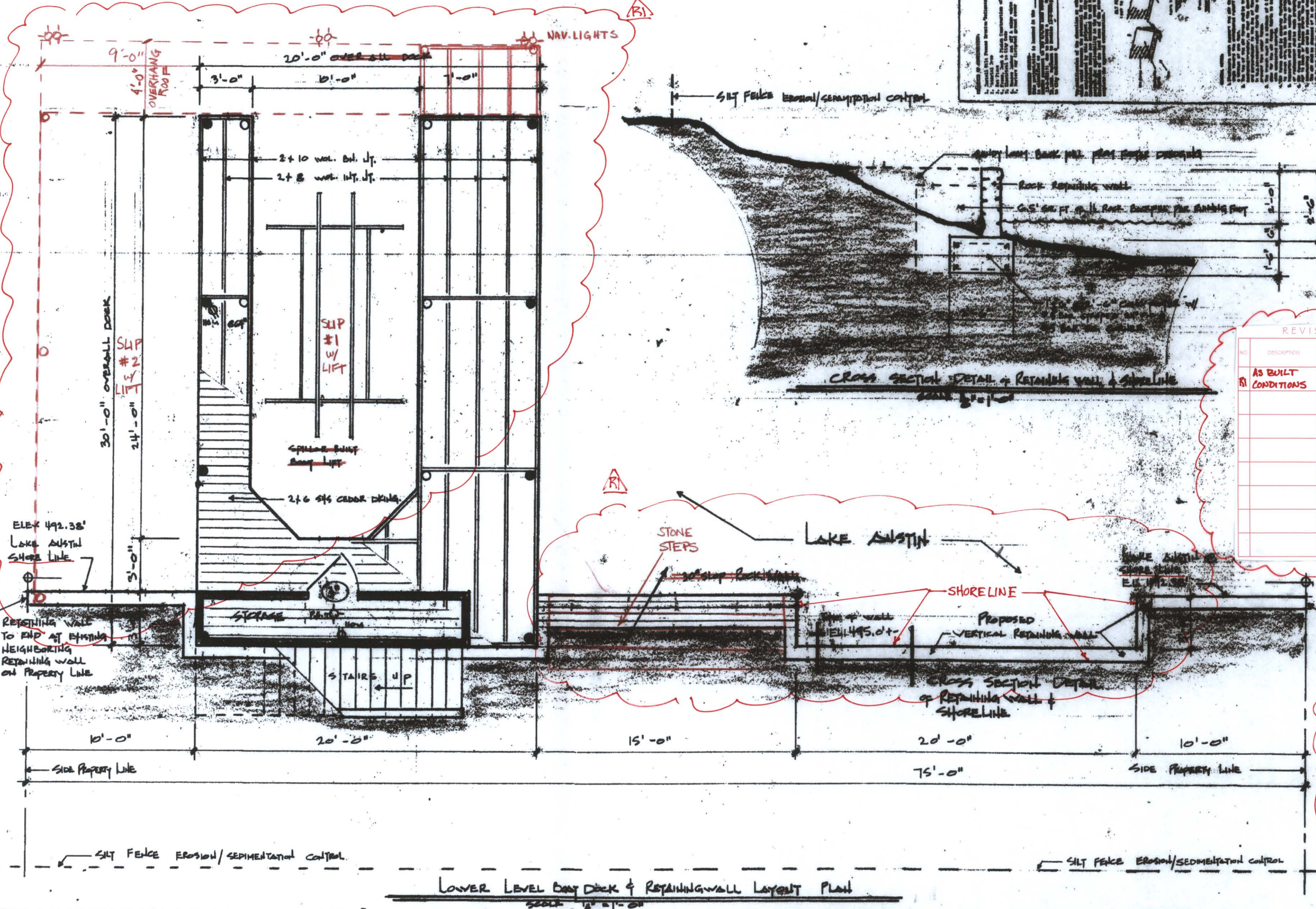
City of Austin
 SP-91-0004DS
 Tom J. Cain Boat Dock
 2105 Big Horn Rd



OWNER'S INFORMATION
 DAVID FAUST
 2105 BIG HORN
 AUSTIN, TEXAS 78734
 512-402-1113

NOTES

1. All work shall be in accordance with the City of Austin Engineering Department's Standard Specifications for Construction of Public Works.
2. The applicant shall be responsible for obtaining all necessary permits from the City of Austin and the Texas Department of Transportation (TxDOT).
3. The applicant shall be responsible for obtaining all necessary easements from the property owner and the City of Austin.
4. The applicant shall be responsible for obtaining all necessary approvals from the City of Austin Engineering Department.
5. The applicant shall be responsible for obtaining all necessary approvals from the Texas Department of Transportation (TxDOT).
6. The applicant shall be responsible for obtaining all necessary approvals from the Texas Department of Transportation (TxDOT).
7. The applicant shall be responsible for obtaining all necessary approvals from the Texas Department of Transportation (TxDOT).
8. The applicant shall be responsible for obtaining all necessary approvals from the Texas Department of Transportation (TxDOT).
9. The applicant shall be responsible for obtaining all necessary approvals from the Texas Department of Transportation (TxDOT).
10. The applicant shall be responsible for obtaining all necessary approvals from the Texas Department of Transportation (TxDOT).



REVISIONS / CORRECTIONS

NO.	DESCRIPTION	DATE	BY	CHKD.	APP'D.
1	AS BUILT CONDITIONS	RI	I	NA	NA

AS-BUILT CONDITIONS ONLY
 CORRECTION 1/11/10
 BRUCE ALPHEUS
 52027
 LICENSED
 CIVIL ENGINEER
 F# 1994



TOM CAIN BOAT DOCK

2105 BIG HORN DRIVE
 LOT 670
 APACHE SHORES, SEC. 4
 TRAVIS CO. AUSTIN, TX.
 PLAT RECORDS OF SAID COUNTY
 RECORDED NOV. 23, 1970
 BK. 52, PG. 18

COPY OF CITY PLANNING ORIGINAL
 FAST FRIENDLY SERVICE SINCE 1969
BURKS
 DIGITAL
 Reprographics

Reviewed By:
 Jawad Alkumbar 1-24-91

SPILLAR BOAT DOCKS & BOAT LIFTS
 Rt. 3 Box 937
 SPEARWOOD, TEXAS 78669
 CONTACT ROYCE @ 452-6514

APPROVED BY: Michael Chumma 1/24/91
 FOR THE DIRECTOR OF LAND DEVELOPMENT SERVICE
SP-91-0004DS 1/24/91
 PERMIT NUMBER DATE

RESTRICTIVE COVENANT

OWNER: David Faust

ADDRESS: P.O. Box 340080, Austin, Texas 78734

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the City of Austin to the Owner, the receipt and sufficiency of which is acknowledged.

PROPERTY: Lot 670, Block A, Apache Shores Section 4, a subdivision in Travis County, Texas, according to the map or plat recorded in Volume 52, Page 18 of the Plat Records of Travis County, Texas, also known as 2105 Big Horn Drive.

WHEREAS, two boat slips have been constructed on the Property by previous owners although current City Code would only allow one such boat slip on the Property; and

WHEREAS, the Owner (the "Owner", whether one or more), of the Property and the City of Austin have agreed that the Property should be impressed with certain covenants and restrictions;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant ("Agreement"). These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. If one or both boat slips on the Property are removed, relocated, damaged, or destroyed by fire, explosion, flood, tornado, storm, or other natural or manmade act of any kind, or if Owner undertakes any activity on the Property for which a site plan must be submitted to the City of Austin, then Owner shall restore or maintain no more than a single boat slip if such structure is allowed under the then-current City Code of Austin, Texas, and shall remove completely any second slip or the remains of such slip from the Property.
2. If any person or entity shall violate or attempt to violate this Agreement, it shall be lawful for the City of Austin to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such Agreement, to prevent the person or entity from such actions, and to collect damages for such actions.
3. If any part of this Agreement is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this Agreement, and such remaining portion of this Agreement shall remain in full effect.
4. If at any time the City of Austin fails to enforce this Agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
5. This Agreement may only be modified, amended or terminated upon the filing of a written modification, amendment or termination document in the Official Records of

