

CASE # C15-2011-0043

ROW-10575776

TP-0121050604

CITY OF AUSTIN
APPLICATION TO BOARD OF ADJUSTMENT
GENERAL VARIANCE/PARKING VARIANCE

WARNING: Filing of this appeal stops all affected construction activity.

PLEASE: APPLICATION MUST BE TYPED WITH ALL REQUESTED INFORMATION COMPLETED.

STREET ADDRESS: 3003 Hillview Road

LEGAL DESCRIPTION: Subdivision - Herman Brown Addition

Lot(s) 14 Block D Outlot Division

I Jim Bennett _____ as authorized agent for Kim CONNER

affirm that on 3/13/11, I hereby apply for a hearing before the Board of Adjustment for consideration to:

ERECT - ATTACH - COMPLETE - REMODEL - MAINTAIN

A wooden deck providing a total impervious cover of 62 % , and providing a rear yard setback of 3 ft.

in a SF-3-NP district.
(zoning district)

The Austin Electric Utility Department (Austin Energy) enforces electric easements and the setback requirements set forth in the Austin Utility Code, Electric Criteria Manual and National Electric Safety Code. The Board of Adjustment considers variance to the Land Development Code, and a variance granted by the Board of Adjustment does not waive the requirements enforced by Austin Energy. Please contact Christine Esparza with Austin Energy at 322-6112 before filing your application with the Board of Adjustment if your request is for a reduction in setbacks or height limits.

NOTE: The Board must determine the existence of, sufficiency of and weight of evidence supporting the findings described below. Therefore, you must complete each of the applicable Findings Statements as part of your application. Failure to do so may result in your application being rejected as incomplete. Please attach any additional support documents.

VARIANCE FINDINGS: I contend that my entitlement to the requested variance is based on the following findings (see page 5 of application for explanation of findings):

REASONABLE USE:

1. The zoning regulations applicable to the property do not allow for a reasonable use because:

The property is developed and the location of the easement prevented the house from being located in the easement.

HARDSHIP:

2. (a) The hardship for which the variance is requested is unique to the property in that:

The location and size of the easement prevent a reasonable opportunity to locate the deck anywhere else on the lot. The deck and the rock walls direct the flow of the water around the house to the drainage channel.

- (b) The hardship is not general to the area in which the property is located because:

The drainage channel crosses several of the lots in the neighborhood, however the location of the homes are each unique to each lot.

AREA CHARACTER:

3. The variance will not alter the character of the area adjacent to the property, will not impair the use of adjacent conforming property, and will not impair the purpose of the regulations of the zoning district in which the property is located because:

The deck is not an elevated deck and is located to the rear of the house and should not create a hinderance to the neighborhood or to the drainage easement.

PARKING: (Additional criteria for parking variances only.)

Request for a parking variance requires the Board to make additional findings. The Board may grant a variance to a regulation prescribed Section 479 of Chapter 25-6 with respect to the number of off-street parking spaces or loading facilities required if it makes findings of fact that the following additional circumstances also apply:

1. Neither present nor anticipated future traffic volumes generated by the use of the site or the uses of sites in the vicinity reasonable require strict or literal interpretation and enforcement of the specific regulation because:

2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

3. The granting of this variance will not create a safety hazard or any other condition inconsistent with the objectives of this Ordinance because:

4. The variance will run with the use or uses to which it pertains and shall not run with the site because:

NOTE: The Board cannot grant a variance that would provide the applicant with a special privilege not enjoyed by others similarly situated or potentially similarly situated.

APPLICANT CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

Signed Jim Bennett Mail Address 11505 Ridge Dr

City, State & Zip Austin, TX 78748

Printed Jim Bennett Phone 2823079 Date 4/14/11

OWNERS CERTIFICATE – I affirm that my statements contained in the complete application are true and correct to the best of my knowledge and belief.

✕ Signed Kim Conner Mail Address 3023 Hillview

City, State & Zip Austin, Texas 78703

Printed KIM CONNER Phone 8258982 Date 3.2011

561-8109

8811 E

MAY 4 82 REC H A- 5688-21.00

LICENSE AGREEMENT

21.00

2-85-0389

THE STATE OF TEXAS
COUNTY OF TRAVIS

X
X
X

KNOW ALL MEN BY THESE PRESENTS:

That the City of Austin, hereinafter referred to as "Licensor," acting through the undersigned official who is so empowered by resolution of the City Council, in consideration of the agreements made herein by R. John Ltd., owner of Lot 14, Block D, Herman Brown Subdivision, Addition No. 2, Section 5, a subdivision in the City of Austin of record in Book 36 at Page 23 of the Plat Records of Travis County, Texas, and locally known as 3003 Hillview Road, hereinafter referred to as "Licensee," hereby grants a license to the said Licensee to permit the construction of a garage and footbridge across a twenty-five foot (25') drainage easement and a ten foot (10') sanitary sewer easement at said location, said areas of encroachment to consist of 1,316 square feet and 186.09 square feet, respectively, and being further described in Exhibits "A", "B", "C" and "D" attached hereto, subject to the following terms and conditions:

I.

Neither granting of this license, nor of any related permit, constitutes an abandonment by the Licensor of its easements, or other rights in the above property.

II.

Licensee agrees to pay the application fee as required by the City Council of the City of Austin, and an annual payment of Fifty and No/100 Dollars (\$50.00) for encroachment into the drainage easement. The annual fee for the encroachment into the sanitary sewer easement is waived since the Licensee was the original dedicator of the easement. Each past due payment shall bear interest at the rate of 9% per annum until fully paid or legally discharged. Failure to pay such annual

payment will result in a lien being placed on the subject property by Licensor. The annual fee shall remain the same for a period of five years from the date the license is granted and is subject to change after each five year period the license remains in effect.

2-85-0390

III.

Licensee shall hold harmless the Licensor and its officials, agents, and employees, against any expenses or liability for personal injury, death, or damage to any property wherever situated, arising from Licensee's use of any portion of the above described real property.

IV.

Licensor retains the right, but no obligation to Licensee, to enter upon the land to which this license applies and at Licensee's expense, to remove any structure or improvements or alterations thereon whenever the Licensor's Director of Public Works deems such removal to be necessary for exercising Licensor's rights or duties in regard to said easements, or for protecting persons or property, or public interest in regard to said easements.

V.

Licensee agrees that removal or modification of any of the structures now existing or to be emplaced hereafter shall be at Licensee's expense. This license, until its expiration or revocation, shall run with title to the above described real property, and the terms and conditions hereof shall be binding on any subsequent owners or holders thereof. Licensee shall cause any immediate successors in interest to have factual notice of this license agreement.

VI.

This license shall expire automatically upon removal of the improvements built pursuant to this license, and shall expire as to any portion of said improvements upon their removal, whether or not all of the proposed improvements are removed.

VII.

2-85-0391

This license is revocable by the City Council at any time. Further, and subject to prior notification to Licensee or its successors in interest, it is revocable by the Director of Public Works upon his determination that:

- a. Licensee or its successors has failed to comply with the terms of this license; or,
- b. The proposed improvements or a portion of them interfere with the rights of the City or the public in said easements; or,
- c. Use of the easement areas becomes necessary for a public purpose; or,
- d. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements; or,
- e. Maintenance or alteration necessary to alleviate a danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

Licensee shall have the right to appeal to the City Council any decision made by any City official under the provisions hereof which the Licensee considers to be adverse to its interests.

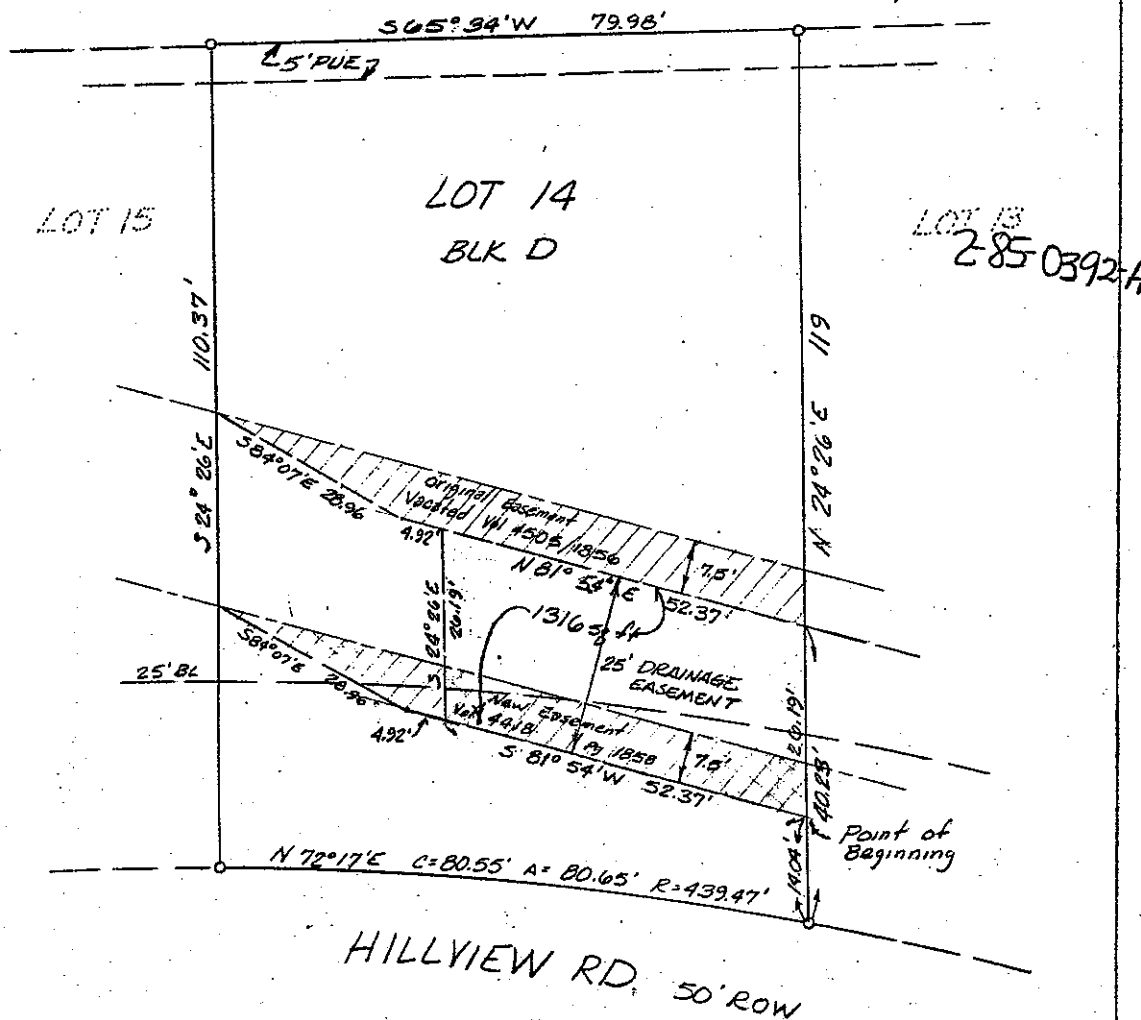
VIII.

This license shall take effect upon the acceptance of the terms hereof by the named applicant for this license, as indicated by the signature of its duly authorized representative hereon, and the filing of the same in the Travis County Deed Records.

561-81-09

R

SCALE
1"=20'



SCETCH TO ACCOMPANY FIELD NOTES

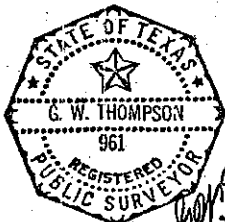
FOR

1316 SQ. FT. OUT OF A 25' DRAINAGE EASEMENT

LOT 13 BLK D HERMAN BROWN ADDITION No 2 SEC 5

BK 30 PG 23

TRAVIS COUNTY TEXAS



RECORDERS MEMORANDUM
ALL OR PARTS OF THE TEXT ON THIS PAGE
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY RECORDATION

G.W. THOMPSON, Engineer
4200 Medical Parkway
Austin, Texas 78756

EXHIBIT "B"

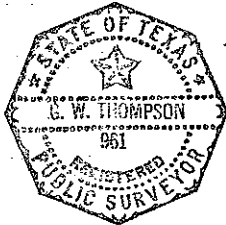
7742 641

1316 Square Feet
R. John LTD
P.O. Box 1826
Austin, Texas. 78767
561-81-09 R

FIELD NOTES
1316 Sq. Ft.

BEING 1316 Square Feet of land out of a 25 ft. Drainage
Easement in Lot 14, Blk. "D" of the Herman Brown Addition
No. 2; Section 5 as recorded in Plat Book 36, Page 23 of
the Plat Records of Travis County, Texas, more particularly
described as follows:

BEGINNING at a point in the West Line of said Lot 14 from ²⁻⁸⁵⁻⁰³⁹²
which the Northwest corners bears N 24° -26' W, 14.04 ft.
Thence S 24° -26' E along the West line of said Lot 14, 26.19
ft.
Thence N 81° -54' E, 52.37 ft.
Thence N 24° -26' W 26.19 ft.
Thence S 81° -54' W, 52.37 ft. to the PLACE OF BEGINNING
and containing 1316 Square Feet.



G.W. Thompson
G.W. THOMPSON, R.P.S. # 961

(SEAL)

ORIGINAL DIM

7742 640

EXHIBIT "A"

186.09 Square Feet
R. John LTD
P.O. Box 1826
Austin, Texas 78767
561-81-09 R

FIELD NOTES
186.09 Square Ft.

BEING 186.09 Square Feet of a 10.00 ft. Sanitary Sewer Easement recorded in Vol. 1172, Page 320 of the Travis County Deed Records and located in Lot 14, Blk. "D" of the Herman Brown Addition No. 2, Section 5 as recorded in Plat Book 36, Page 23 of the Plat Records of Travis County, Texas, more particularly described as follows:


BEGINNING for a point of reference at the Northwest corner of Lot 14, Blk. "D" of said subdivision, from which the point of beginning bears S 24° - 26' E a distance of 21.41 ft.

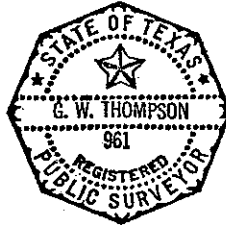
2-85-0393

THENCE N 82° - 52' - 45" E a distance of 53.35 ft.

THENCE S 24° - 26' E a distance of 7.31 ft.

THENCE N 89° - 57' - 16" W a distance of 55.96 ft. to the point of BEGINNING and containing 186.09 Square Feet.


G.W. THOMPSON, R.P.S. #961



7742 642

EXHIBIT "C"

TERMS AND CONDITIONS ACCEPTED this the 1st day
of February, 1981/ 1982.

R. JOHN LTD.

2-85-0395

NO SEAL

BY


Name: JOHN T. WAUGH

Title: PRESIDENT

ATTEST:

WITNESS THE HAND OF THE CITY OF AUSTIN, this the 23
day of April, 1982.

BY


Name: Thomas H. Muehlentz

Title: Deputy City Manager

(CORPORATE SEAL)

ATTEST:



Grace Monroe
City Clerk

7742 . 644

THE STATE OF TEXAS
COUNTY OF TRAVIS

X
X
X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared JOHN T. WAUGH, known to me to be the person whose name is subscribed to the foregoing instrument as PRESIDENT of R. JOHN LTD., and acknowledged to me that he executed the same in such capacity as the act and deed of said R. JOHN LTD. for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the

1st day of February, ~~1981~~ 1982.

2-85-0396

Edna C. McMain
Notary Public in and for
Travis County, Texas

NOTARY SEAL

THE STATE OF TEXAS
COUNTY OF TRAVIS

X
X
X

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Thomas G. Muehlenbeck, known to me to be the person whose name is subscribed to the foregoing instrument as Deputy City Manager, of the City of Austin, Texas, a municipal corporation, and acknowledged to me that he executed the same in such capacity as the act and deed of said City of Austin for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the

23rd day of April, 1982.

NOTARY SEAL

Jean McWhirter
Notary Public in and for
Travis County, Texas Jean McWhirter

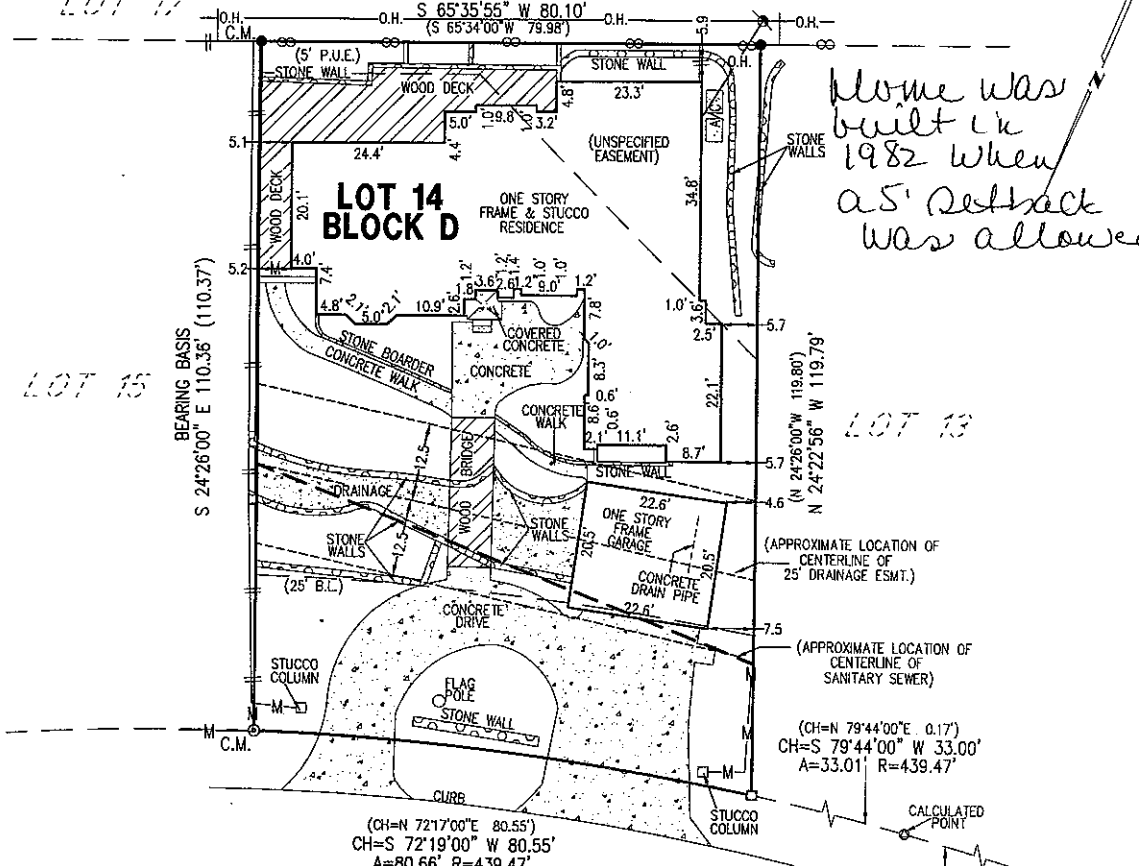
20 0 20 40 60 Feet

LOT 16
MOUNTAIN LAUREL ADDITION

V.B. P.18

LOT 17

LOT 15



Home was built in 1982 when a 5' setback was allowed.

LOT 15

LOT 13

HILLVIEW ROAD

(50' R.O.W.)

IMPERVIOUS COVERAGE	
a. House	2816 sq. ft.
b. Garage	465 sq. ft.
c. Stucco column	5 sq. ft.
d. A/C	19 sq. ft.
e. Wood deck = 541 ± 2 =	271 sq. ft.
f. Stone walls inside Drainage Area	258 sq. ft.
g. Stone walls outside Drainage Area	202 sq. ft.
h. Covered concrete	24 sq. ft.
i. Concrete driveway inside Drainage Area	104 sq. ft.
j. Concrete driveway outside Drainage Area	988 sq. ft.
k. Concrete walk inside Drainage Area	23 sq. ft.
l. Concrete walk outside Drainage Area	119 sq. ft.
m. Wood Bridge inside Drainage Area = 58 ± 2 =	28 sq. ft.
n. Wood Bridge outside Drainage Area = 18 ± 2 =	9 sq. ft.
o. Concrete Drainage inside Drainage Area (436)	436 sq. ft.
p. Concrete	273 sq. ft.

IMPORTANT NOTICE

This Survey was prepared without the benefit of a title commitment. There may be additional setback lines, easements and interests which are relevant to this property and unknown to B & G SURVEYING, at the time of this survey.

IMPERVIOUS COVERAGE (a through m added) 5718 sq. ft.

LOT AREA 9112 sq. ft.
TOTAL IMPERVIOUS COVERAGE 62 % of lot

LEGEND

- 1/2" IRON PIPE FOUND
- 1/2" REBAR FOUND
- 1/2" REBAR SET
- ▲ 600 NAL FOUND
- 600 NAL SET
- SPRINKLE FOUND
- CAPPED REBAR SET
- BARR WIRE FENCE
- CHAIN LINK FENCE
- WOOD FENCE
- METAL FENCE
- BL BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- E.A.E. ELECTRIC ANCHOR EASEMENT
- W.M.W. WATER/WASTEWATER
- E.E. ELECTRIC EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- CH GAS METER
- WM WATER METER
- EM ELECTRIC METER
- FM FIRE HYDRANT
- () PER PLAT
- POWER POLE
- O.H. OVERHEAD UTILITIES
- C.M. CONTROL MONUMENT
- R.O.W. RIGHT OF WAY
- P.O.L. POINT ON LINE
- P.O.B. PLACE OF BEGINNING

SUBMISSION HERMAN BROWN ADDITION NO.2, SECTION 5

LOT: 14 BLOCK: D VOLUME: 36 PAGE: 23 PLAT RECORDS

COUNTY: TRAVIS STATE OF TEXAS STREET ADDRESS: 3003 HILLVIEW ROAD

CITY: AUSTIN REFERENCE NAME: J.D. HUNT CONSTRUCTION



B&G Surveying, Inc.

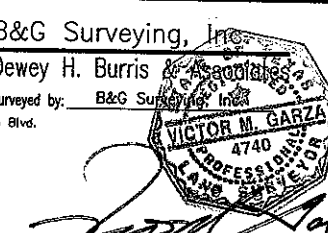
Dewey H. Burris & Associates

Surveyed by: B&G Surveying, Inc.

1404 West North Loop Blvd.
Austin, Texas 78756
Office # 512-458-6969
Fax # 512-458-9845

REVISED IMPERVIOUS COVERAGE: 3-31-11

JOB # B0105111_TA
DATE 1-28-11
SCALE 1" = 20'



THIS AREA IS NOT DEPICTED AS BEING IN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP 0445H DATED 9-28-08. IT IS REPRESENTED AS IN ZONE X, HOWEVER AT PRESENT TIME, NO ELEVATIONS, DRAINAGE, OR FLOOD STUDIES HAVE BEEN PERFORMED AND INFORMATION IS BASED SOLELY UPON SAID MAP. THE SURVEYOR DOES NOT ASSUME RESPONSIBILITY AS TO ANY INFORMATION PROVIDED BY SAID MAP AND DOES NOT IMPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE OF FLOOD DAMAGE. FOR FURTHER INFORMATION CONTACT YOUR FLOOD PLAN ADMINISTRATOR.

TO THE LIENHOLDER AND / OR PRESENT OWNER OF THE PREMISES SURVEYED

FINAL WITH IMPERVIOUS COVERAGE SURVEY

FIELD WORK	WILLIAM	01/27/11
CALCULATIONS	TONI	01/31/11
DRAFTING	JOSE	01/31/11
CORRECTIONS	JOSE	01/31/11
UP DATE	AWJ	03/31/11