

CITY OF AUSTIN
Board of Adjustment/Sign Review Board
Decision Sheet

DATE: Monday, July 9, 2012

CASE NUMBER: C15-2012-0079

____ Jeff Jack
____ Michael Von Ohlen
____ Nora Salinas
____ Bryan King
____ Susan Morrison
____ Melissa Hawthorne *Absent - Will schuler*
____ Heidi Goebel
____ Cathy French (SRB only)
____ Dan Graham (SRB only)

OWNER: Nicole Yates

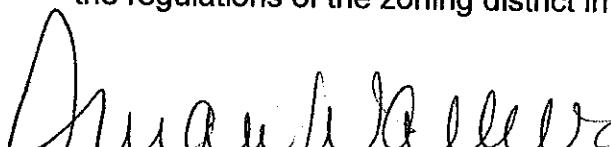
ADDRESS: 13120, 13124, 13126, 13128, 13130, 13134, 13138 TRAVIS VIEW LOOP

VARIANCE REQUESTED: The applicant has requested a variance to increase the maximum height of a solid fence requirement of Section 25-2-899 (D) from 6 feet in height to 8 feet in height in order to erect an 8 foot fence along the rear property lines and a side property line (13134 Travis View Loop) in an "SF-2", Single-Family Residence zoning district.

BOARD'S DECISION: POSTPONED TO AUG. 13, 2012

FINDING:

1. The Zoning regulations applicable to the property do not allow for a reasonable use because:
2. (a) The hardship for which the variance is requested is unique to the property in that:
(b) The hardship is not general to the area in which the property is located because:
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:



Susan Walker
Executive Liaison


Jeff Jack
Chairman

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 _____ Mail Address _____

City, State & Zip _____

Printed _____ Phone _____ Date _____

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 Timothy S. Feeley Mail Address 13120 Travis View Ln

City, State & Zip Austin Tx 78732

Printed Tim Feeley Phone 512 651-5640 Date 7/20/12

Timothy S. Feeley

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 _____ Mail Address _____

City, State & Zip _____

Printed _____ Phone _____ Date _____

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 Nicole H. Yates Mail Address 13124 TravisViewLoop

City, State & Zip Austin, TX 78732

Printed Nicole H. Yates Phone (512)266-8508 Date 7-19-12

John & Nicole Yates

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 _____ Mail Address _____

City, State & Zip _____

Printed _____ Phone _____ Date _____

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 Jo Ann Glasson Mail Address 13196 Travis View loops

City, State & Zip Austin, TX 78732

Printed Jo Ann Glasson Phone (512) 266-8707 Date 7-19-9012

Jo Ann Glasson

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 _____ Mail Address _____

City, State & Zip _____

Printed _____ Phone _____ Date _____

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 Paul C Beaman Mail Address 13128, 13130 Travis View Lane

City, State & Zip Austin Tx 78732

Printed Paul C Beaman Phone 512-327-7636 Date 7-20-12

Paul C. & Marilyn H.
Beaman

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 _____ Mail Address _____

City, State & Zip _____

Printed _____ Phone _____ Date _____

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 Aldo Berdugo Mail Address 13134 Travis View Loop

City, State & Zip Austin TX 78732

Printed Aldo Berdugo Phone 512-498-4787 Date 7/26/12

Aldo F E Geane M.
Berdugo

**Fence Easement Agreement
(Travis Vista)**

Effective Date: May 29, 2012

Grantor: Paul C. Beaman

Grantor's Mailing Address: 3001 Rivercrest
Austin, Texas 78746

Grantee: Travis Vista Property Owners Association, Inc.

Grantee's Mailing Address: c/o John Howard
13103 Travis View Loop
Austin, Texas 89732-1742

Grantor's Lot: Lots 5 and 6, Travis Vista, a subdivision in Travis County, Texas, according to the plat thereof recorded in Volume 48, Page 19 of the Plat Records of Travis County, Texas.

Easement Property: The rear (southeasterly) ten feet (10') of Grantor's Lot, as shown on Exhibit "A" attached hereto and made a part hereof.

Easement Purpose: The installation, maintenance, repair, replacement, upgrade and removal of a fence and related improvements located within the Easement Property.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Exceptions to Warranty: All easements, rights of way, restrictions, reservations, covenants, conditions, and other instruments presently recorded in the Real Property Records of Travis County, Texas, that affect the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns, an easement over, on, under and across the Easement Property for the Easement Purpose (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through or under Grantor, but not otherwise, subject however to the Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this Fence Easement Agreement ("Agreement"):

1. *Character of Easement.* The Easement is personal to Grantee, and its successors and assigns. The Easement is exclusive and Grantee may remove any existing fence within the

Easement Property. The Easement is irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Access.* The Easement also includes the reasonable right of access over the balance of Grantor's Lot as necessary to accomplish the Easement Purpose.

4. *Reservation of Rights.* Holder's right to use the Easement Property for the Easement Purpose is exclusive, provided Grantor reserves for Grantor and Grantor's heirs, successors, and assigns (i) the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the Easement Purpose or prevent the use of the Easement Property by Holder for the Easement Purpose, and (ii) the right to convey to others the right to use all or part of the Easement Property for purposes other than the Easement Purpose, as long as such further conveyance and usage does not interfere with the Easement granted herein and is made subject to the terms of this Agreement.

5. *Amendment.* This Agreement may be modified, amended or terminated only by the joint action of all then current owners of the fee simple title to Grantor's Lot, and the then current Holder. Such joint action only becomes effective after it is reduced to writing and signed by such parties and filed in the Real Property Records of Travis County, Texas.

6. *Binding Effect.* This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, successors, and assigns.

7. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas.

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this agreement or provided by law.

9. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee.

10. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

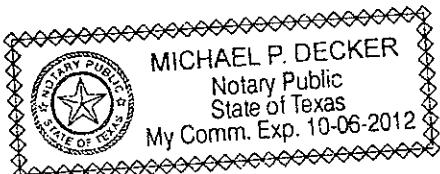
GRANTOR:

Paul L Brauer

Name: Paul C. Beaman

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 5 day of May,
2012, by Paul C. Berman.



H. Lee Park

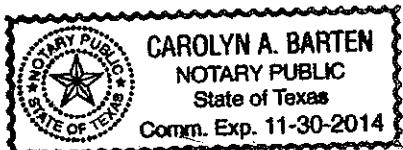
GRANTEE:

**TRAVIS VISTA PROPERTY OWNERS
ASSOCIATION, INC.**

By: Nicole Yates
Name: Nicole Yates
Title: President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of July,
2012, by Nicole H. Yates, President of Travis Vista
Property Owners Association, Inc., on behalf of said entity.



Carolyn Barten
Notary Public, State of Texas 1-30-14

JOINDER BY GRANTOR'S SPOUSE

The undersigned is the spouse of the Grantor under the above Fence Easement Agreement, and joins in such Fence Easement Agreement for the purpose of subjecting any interest which the undersigned may own in the Grantor's Lot (including without limitation any homestead interest) to such Fence Easement Agreement.

Dated: May 29th, 2012.

Marilyn Beaman
Name: Marilyn Beaman

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 29th day of May,
2012, by Marilyn Beaman.

H. Decker
Notary Public, State of Texas

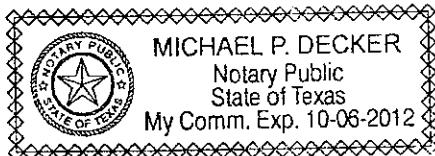
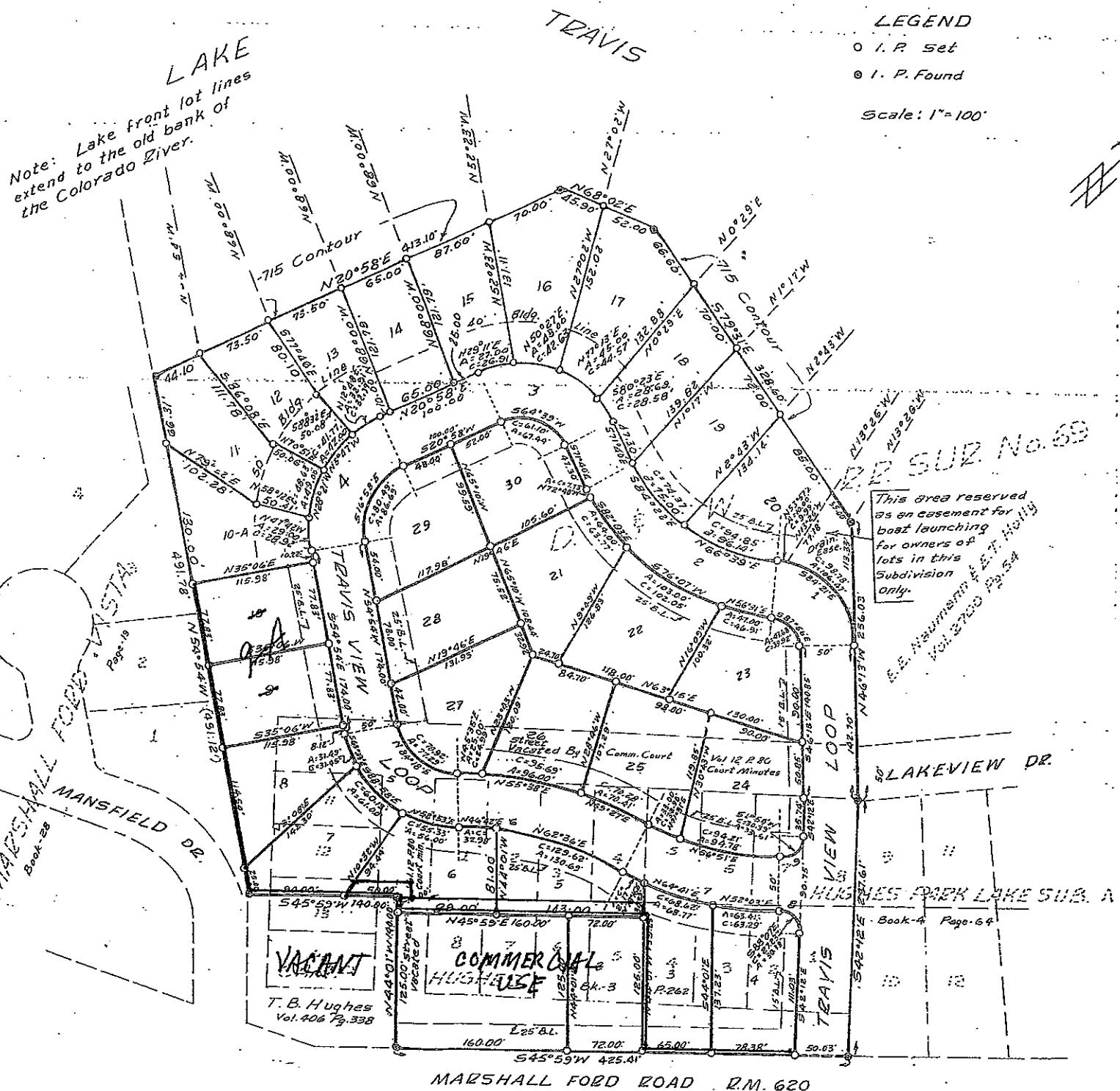


EXHIBIT "A"

SKETCH SHOWING EASEMENT PROPERTY ON GRANTOR'S LOT



**Fence Easement Agreement
(Travis Vista)**

Effective Date: May 25, 2012

Grantor: Jo Ann Glosson

Grantor's Mailing Address: 13126 Travis View Loop
Austin, Texas 78732

Grantee: Travis Vista Property Owners Association, Inc.

Grantee's Mailing Address: c/o John Howard
13103 Travis View Loop
Austin, Texas 78732-1742

Grantor's Lot: Lot 7, Travis Vista, a subdivision in Travis County, Texas, according to the plat thereof recorded in Volume 48, Page 19 of the Plat Records of Travis County, Texas.

Easement Property: The rear (southeasterly) ten feet (10') of Grantor's Lot, as shown on Exhibit "A" attached hereto and made a part hereof.

Easement Purpose: The installation, maintenance, repair, replacement, upgrade and removal of a fence and related improvements located within the Easement Property.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Exceptions to Warranty: All easements, rights of way, restrictions, reservations, covenants, conditions, and other instruments presently recorded in the Real Property Records of Travis County, Texas, that affect the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns, an easement over, on, under and across the Easement Property for the Easement Purpose (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through or under Grantor, but not otherwise, subject however to the Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this Fence Easement Agreement ("Agreement"):

1. *Character of Easement.* The Easement is personal to Grantee, and its successors and assigns. The Easement is exclusive and Grantee may remove any existing fence within the

Easement Property. The Easement is irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Access.* The Easement also includes the reasonable right of access over the balance of Grantor's Lot as necessary to accomplish the Easement Purpose.

4. *Reservation of Rights.* Holder's right to use the Easement Property for the Easement Purpose is exclusive, provided Grantor reserves for Grantor and Grantor's heirs, successors, and assigns (i) the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the Easement Purpose or prevent the use of the Easement Property by Holder for the Easement Purpose, and (ii) the right to convey to others the right to use all or part of the Easement Property for purposes other than the Easement Purpose, as long as such further conveyance and usage does not interfere with the Easement granted herein and is made subject to the terms of this Agreement.

5. *Amendment.* This Agreement may be modified, amended or terminated only by the joint action of all then current owners of the fee simple title to Grantor's Lot, and the then current Holder. Such joint action only becomes effective after it is reduced to writing and signed by such parties and filed in the Real Property Records of Travis County, Texas.

6. *Binding Effect.* This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, successors, and assigns.

7. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas.

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this agreement or provided by law.

9. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee.

10. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

GRANTOR:

Jo Ann Glosson
Name: Jo Ann Glosson

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 1 day of July,
2012, by Jo Ann Glosson.



Carolyn Barten
Notary Public, State of Texas

11-30-12

GRANTEE:

TRAVIS VISTA PROPERTY OWNERS
ASSOCIATION, INC.

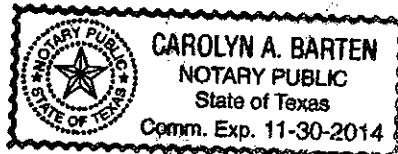
By: Nicole Yates
Name: Nicole Yates
Title: President

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 1 day of July,
2012, by Nicole Yates, Travis Vista Property Owners Association, Inc., on behalf of said entity.



Carolyn Barten
Notary Public, State of Texas

11-30-12

EXHIBIT "A"

SKETCH SHOWING EASEMENT PROPERTY ON GRANTOR'S LOT

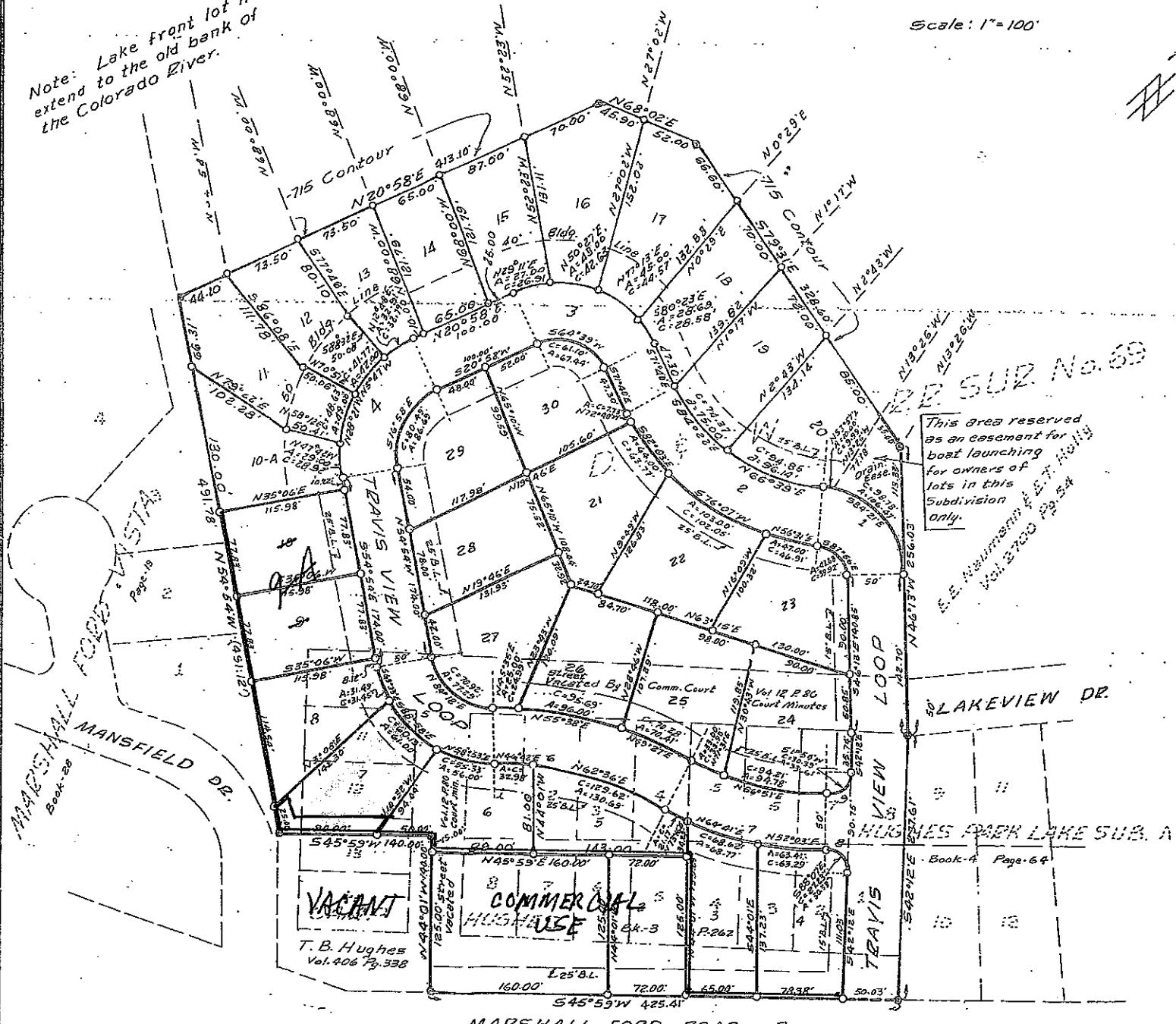
LAKE
 Note: Lake front lot lines
 extend to the old bank of
 the Colorado River.

TRAVIS

LEGEND

- I.P. Set
- ◎ I.P. Found

Scale: 1" = 100'



MARSHALL FORD ROAD R.M. 620

**Fence Easement Agreement
(Travis Vista)**

Effective Date: May 25, 2012

Grantor: Aldo F. Berduo and Geane Berdue

Grantor's Mailing Address: 1312 Augusta Bend Drive
Hutto, Texas 78634

Grantee: Travis Vista Property Owners Association, Inc.

Grantee's Mailing Address: c/o John Howard
13103 Travis View Loop
Austin, Texas 78732-1742

Grantor's Lot: Lot 3, Travis Vista, a subdivision in Travis County, Texas, according to the plat thereof recorded in Volume 48, Page 19 of the Plat Records of Travis County, Texas.

Easement Property: The rear (southeasterly) ten feet (10') of Grantor's Lot, as shown on Exhibit "A" attached hereto and made a part hereof.

Easement Purpose: The installation, maintenance, repair, replacement, upgrade and removal of a fence and related improvements located within the Easement Property.

Consideration: Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Exceptions to Warranty: All easements, rights of way, restrictions, reservations, covenants, conditions, and other instruments presently recorded in the Real Property Records of Travis County, Texas, that affect the Easement Property.

Grant of Easement: Grantor, for the Consideration and subject to the Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's successors and assigns, an easement over, on, under and across the Easement Property for the Easement Purpose (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part of the Easement, by, through or under Grantor, but not otherwise, subject however to the Exceptions to Warranty.

Terms and Conditions: The following terms and conditions apply to the Easement granted by this Fence Easement Agreement ("Agreement").

1. *Character of Easement.* The Easement is personal to Grantee, and its successors and assigns. The Easement is exclusive and Grantee may remove any existing fence within the

1. *Character of Easement.* The Easement is personal to Grantee, and its successors and assigns. The Easement is exclusive and Grantee may remove any existing fence within the Easement Property. The Easement is irrevocable. The Easement is for the benefit of Grantee and Grantee's successors and assigns (as applicable, the "Holder").

2. *Duration of Easement.* The duration of the Easement is perpetual.

3. *Access.* The Easement also includes the reasonable right of access over the balance of Grantor's Lot as necessary to accomplish the Easement Purpose.

4. *Reservation of Rights.* Holder's right to use the Easement Property for the Easement Purpose is exclusive, provided Grantor reserves for Grantor and Grantor's heirs, successors, and assigns (i) the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not interfere with the Easement Purpose or prevent the use of the Easement Property by Holder for the Easement Purpose, and (ii) the right to convey to others the right to use all or part of the Easement Property for purposes other than the Easement Purpose, as long as such further conveyance and usage does not interfere with the Easement granted herein and is made subject to the terms of this Agreement.

5. *Amendment.* This Agreement may be modified, amended or terminated only by the joint action of all then current owners of the fee simple title to Grantor's Lot, and the then current Holder. Such joint action only becomes effective after it is reduced to writing and signed by such parties and filed in the Real Property Records of Travis County, Texas.

6. *Binding Effect.* This Agreement binds and inures to the benefit of the parties hereto and their respective heirs, successors, and assigns.

7. *Choice of Law.* This Agreement will be construed under the laws of the state of Texas.

8. *Waiver of Default.* It is not a waiver of or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this Agreement does not preclude pursuit of other remedies in this agreement or provided by law.

9. *Entire Agreement.* This Agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee.

10. *Legal Construction.* If any provision in this Agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the Agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this Agreement are for reference only and are not intended to restrict or define the text of any section. This Agreement

GRANTOR:

Aldo Berduo
Name: Aldo F. Berduo

Geanie Berduo
Name: Geanie Berduo

THE STATE OF TEXAS

§
§
§

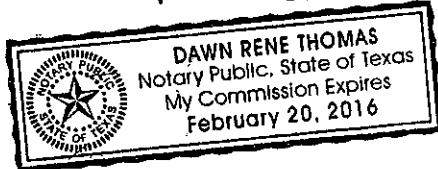
COUNTY OF TRAVIS

THE STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 25 day of May,
2012, by Aldo + Geanie Berduo.



Dawn Rene Thomas
Notary Public, State of Texas

Notary Public, State of _____

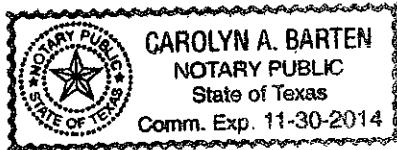
GRANTEE:

**TRAVIS VISTA PROPERTY OWNERS
ASSOCIATION, INC.**

By: Nicole H. Yates
Name: Nicole H. Yates
Title: President

THE STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this 1 day of July,
2012, by Nicole H. Yaros, President of Travis Vista
Property Owners Association, Inc., on behalf of said entity.



Carolyn Barker
Notary Public, State of Texas 11-30-14

EXHIBIT "A"

SKETCH SHOWING EASEMENT PROPERTY ON GRANTOR'S LOT

LAKE
 Note: Lake front lot lines
 extend to the old bank of
 the Colorado River.

TRAVIS

LEGEND

- I.P. Set
- I.P. Found

Scale: 1" = 100'

SUB. NO. 69

This area reserved
 as an easement for
 boat launching
 for owners of
 lots in this
 Subdivision
 only.

E.E. Neumann & F.T. Hall
 Vol. 2200 pg. 52

BLAKEVIEW DR.

MARSHALL FORD
 Book 2200 pg. 52

MANSFIELD DR.
 Book 2200 pg. 52

VACANT

T.B. Hughes

Vol. 406 Pg. 528

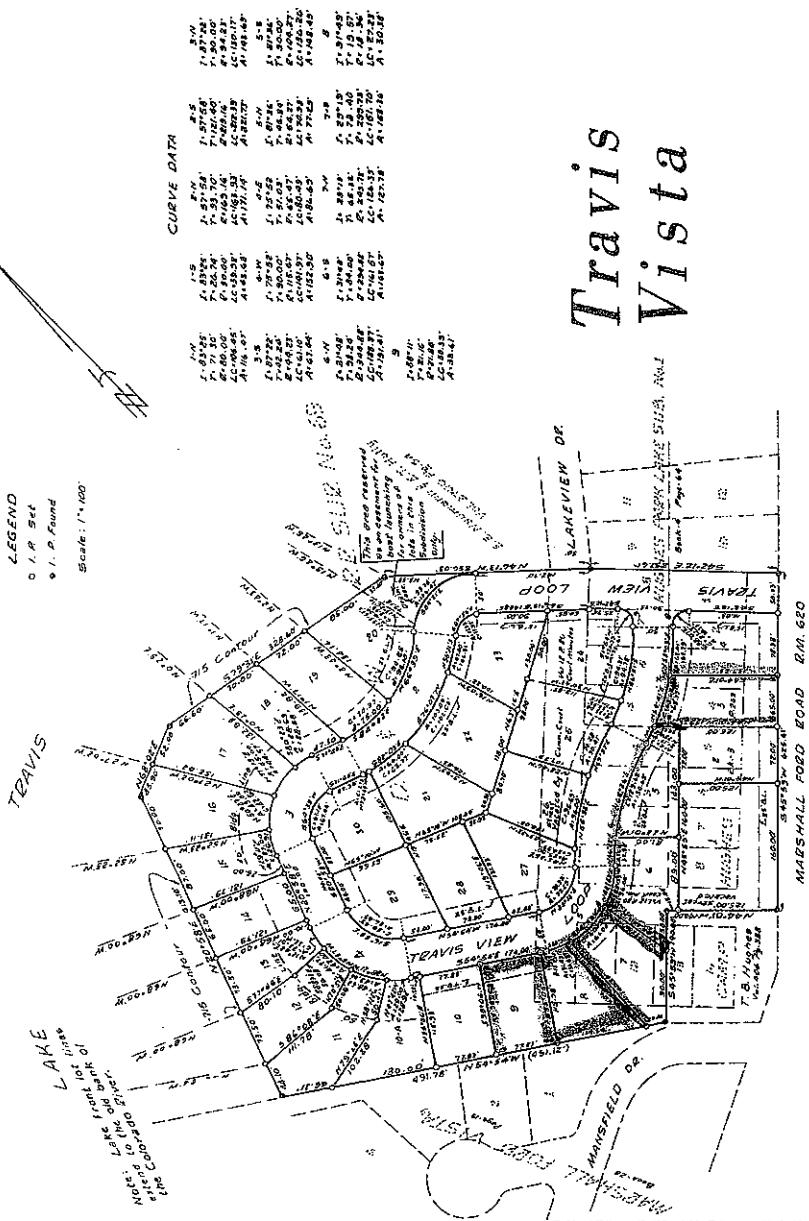
COMMERCIAL
 HILLHOUSE
 Lot 3

MARSHALL FORD ROAD R.M. 620

Book 4 Page 64

542 MARSHALL

10 10



Travis
Visita

STATE OF TEXAS:
COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS:
That we E.T. Holly and E.E. Nauman owners of
that certain tract of land out of the D&W Railroad Co.
Survey No 63 in Travis County Texas, including lots 11, 12 and
part of 13 and lots 1 thru 8 of CAMP HUGHES & subdivision
of record in Book 3 at page 262, Plat Records of Travis
County, Texas, and lots 1 thru 8 of HUGHES PARK LAKE SUB-
DIVISION No. 1, according to a plat or record in Book 4
at page 64 of the Plat Record of Travis County, Texas,
and a vacated street known as Lakewood Drive, and an
unsubdivided area of said D&W Railroad Co. Survey No. 69

STATE OF TEXAS
COUNTY OF TRAVIS

...and in the course of my enquiry I found him to be personally 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 the 1st day of November A.D. 1969
Notary Public in and for Travis Co., Tex.

LIVISION NO.1, according to a plot of record in Book 4
at page 64 of the Plat Record of Travis County, Texas,
and a vacated street known as Lakewood Drive, and an
unsubdivided area of said Dym Baird Co. Survey No.69
and conveyed to us by deed of record in Vol 2700 at
page 54 of the Deed Records of Travis County, Texas,
do hereby subdivide said tract in accordance with the
attached plat, said subdivision to be known as TRAVIS VISTA
and we do hereby dedicate to the public the streets and
easements shown hereon.

WITNESS OUR HANDS, this the 5th day of September
A.D. 1969

E.T. Holly
E.Z. Neuman

STATE OF TEXAS:
COUNTY OF TRAVIS:

Before me, the undersigned authority, on this day
personally appeared E.T. Holly, 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
the 5th day of September A.D. 1969

(Notary Public in and for Travis Co. Tex.)
Notary Public in and for Travis Co. Tex.

STATE OF TEXAS:
COUNTY OF TRAVIS:

In executing this plot by the Commissioners Court of Travis
County, Texas, it is understood that the building of all streets,
roads or other public thoroughfares shall be the responsibility
of the owner and/or developer of the tract and covered
by this plot, in accordance with plans and specifications pre-
scribed by the Commissioners Court of Travis County, Texas,
and the Commissioners Court of Travis County, Texas assumes
no obligation to build any of streets, roads or other public
thoroughfares shown on this plot, or any bridges or culverts
in connection therewith.

NOTE: No lot in this subdivision shall be occupied until water
satisfactory for human consumption is available from a
source on the land, a community source, or a public utility
source in adequate supply for family use, and operation of
a septic tank. Said septic tank system to have a capacity
of not less than 500 gallons with a drain field of not
less than 150 feet, and shall be installed in accordance with
the regulations of the City-County Health Officer and
shall be inspected and approved by such officer. This
restriction is enforced by the City of Austin-Travis
County Health Unit and/or the Subdivider.

This is to certify that Section 23.27 of the City Code of
1954 has been complied with

Cessment Note:
An assessment of five(s) feet of the year
and sixteens of all lots in this subdivision
is hereby dedicated for public utilities.

GIVEN UNDER MY HAND and seal of office
this the 5th day of September A.D. 1969
Notary Public in and for Travis Co. Tex.
FILED FOR RECORD on the 7th day of October
AD 1969 at 2:30 o'clock P.M.
Miss Emile Limberg, Clerk Co. Ct. Travis Co. Texas

By: Richard Jackson
Deputy

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Miss Emile Limberg, county 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 7th day of October
AD 1969 at 2:30 o'clock P.M. and duly recorded on the
7th day of October AD 1969 at 2:30 o'clock
P.M. in the Plot Records of said County in Book 48
at page 19. WITNESS MY HAND and seal of the court of said
County the date last written above
Miss Emile Limberg, Clerk Co. Ct. Travis Co. Tex.

By: Richard Jackson
Deputy

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, Miss Emile Limberg, clerk of the county court within
and for the County and State aforesaid, do hereby certify
that on the 6th day of October AD 1969 the Commissioners
Court of Travis County, Texas, passed an order authorizing
the filing for record of this plot, and that said order has
been duly entered in the Minutes of said Court in Book 3
at page 372. WITNESS MY HAND and seal of the County Court of
said County this the 6th day of October AD 1969.
Miss Emile Limberg, Clerk Co. Ct. Travis Co. Tex.

By: Richard Jackson
Deputy

APPROVED FOR ACCEPTANCE

Date: Sept 10, 1969
Moyle M. Osborne, Director of Planning

ACCEPTED AND AUTHORIZED FOR RECORD by the
Planning Commission of the City of Austin, Texas, this
the 7th day of October AD 1969

John S. Hall
Chairman

Surveyed By: B.F. Jones
B.F. Jones Eng. Public Surveyor
Date: May 1969

C.B. 69-40

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*), or

- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: www.ci.austin.tx.us/development.

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

**Case Number: C15-2012-0079- 13120, 13124, 13126, 13128,
13130, 13134, & 13138 Travis View Loop**
Contact: Susan Walker, 512-974-2202
Public Hearing: Board of Adjustment, July 9th, 2012

Barbara Eldred
Your Name (please print)

<input checked="" type="checkbox"/> I am in favor of the object
<input type="checkbox"/> I object

4701 Travis View Ct

Your address(es) affected by this application

Barbara J. Eldred
Signature

Date

Daytime Telephone: 512-563-0213

Comments: I am in agreement with the proposed change for a new fence (i.e. the 8' fence)

Date

If you use this form to comment, it may be returned to:
City of Austin-Planning & Development Review Department/ 1st Floor
Susan Walker
P. O. Box 1088
Austin, TX 78767-1088

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: www.ci.austin.tx.us/development.

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

Case Number: C15-2012-0079, 13120, 13124, 13126, 13128 13130, 13134, & 13138 Travis View Loop Contact: Susan Walker, 512-974-2202 Public Hearing: Board of Adjustment, July 9th, 2012

<input checked="" type="checkbox"/> I am in favor of the object

<i>Tim Feely</i> Your Name (please print)
--

<i>Timothy J. Feely</i> Signature	<i>7/14/12</i> Date
--------------------------------------	------------------------

13120 Travis View Up
Your address(es) affected by this application

Comments: _____

Daytime Telephone: 512-651-5640

If you use this form to comment, it may be returned to:
City of Austin-Planning & Development Review Department/ 1st Floor
Susan Walker
P. O. Box 1088
Austin, TX 78767-1088

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: www.ci.austin.tx.us/development.

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

Case Number	C15-2012-0709-TX1201324378
13130, 13134, & 13138 Travis View Loop	
Contact: Susan Walker, 512-974-2202	
Public Hearing: Board of Adjustment, July 9th, 2012	

<input checked="" type="checkbox"/> I am in favor of the object

Paul A. Beaman
Your Name (please print)

Travis View Loop

Your address(es) affected by this application

Susan A. Beaman

Signature

7-18-12
Date

Daytime Telephone: 512-322-2638

Comments: I am in favor of the 13134 New 8ft high fence is its present location

If you use this form to comment, it may be returned to:
City of Austin-Planning & Development Review Department/ 1st Floor
Susan Walker
P. O. Box 1088
Austin, TX 78767-1088

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: www.ci.austin.tx.us/development.

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

Case Number: C15-2012-00179-112015ZP137378	<input checked="" type="checkbox"/> I am in favor <input type="checkbox"/> I object
13130, 13134, & 13138 Travis View Loop	
Contact: Susan Walker, 512-974-2202	
Public Hearing: Board of Adjustment, July 9th, 2012	
<u>ANTHONY BRUNO</u>	
Your Name (please print)	
<u>4705 TRAVIS VIEW CT</u>	
Your address(es) affected by the application	
<u>Anthony</u>	
Date	7-14-12
Comments:	<u>I APPROVE OF THE FENCE</u>
Daytime Telephone:	512-296-2671

If you use this form to comment, it may be returned to:
City of Austin-Planning & Development Review Department/ 1st Floor
Susan Walker
P. O. Box 1088
Austin, TX 78767-1088

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

For additional information on the City of Austin's land development process, visit our web site: www.ci.austin.tx.us/development.

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

Case Number: C15-2012-0079- 13120, 13124, 13126, 13128,
13130, 13134, & 13138 Travis View Loop
Contact: Susan Walker, 512-974-2202
Public Hearing: Board of Adjustment, July 9th, 2012

<input checked="" type="checkbox"/> I am in favor
<input type="checkbox"/> I object

Nicole H. Yates

Your Name (please print)

13124 Travis View Loop Austin, TX 78732

Your address(es) affected by this application

NH Yates

Signature

Daytime Telephone: (512) 426-2319

Comments: _____

7-1-12

Date

If you use this form to comment, it may be returned to:
City of Austin-Planning & Development Review Department/ 1st Floor
Susan Walker
P. O. Box 1088
Austin, TX 78767-1088

PUBLIC HEARING INFORMATION

Although applicants and/or their agent(s) are expected to attend a public hearing, you are not required to attend. However, if you do attend, you have the opportunity to speak FOR or AGAINST the proposed development or change. You may also contact a neighborhood or environmental organization that has expressed an interest in an application affecting your neighborhood.

During a public hearing, the board or commission may postpone or continue an application's hearing to a later date, or recommend approval or denial of the application. If the board or commission announces a specific date and time for a postponement or continuation that is not later than 60 days from the announcement, no further notice is required.

A board or commission's decision may be appealed by a person with standing to appeal, or an interested party that is identified as a person who can appeal the decision. The body holding a public hearing on an appeal will determine whether a person has standing to appeal the decision.

An interested party is defined as a person who is the applicant or record owner of the subject property, or who communicates an interest to a board or commission by:

- delivering a written statement to the board or commission before or during the public hearing that generally identifies the issues of concern (*it may be delivered to the contact person listed on a notice*); or
- appearing and speaking for the record at the public hearing;

and:

- occupies a primary residence that is within 500 feet of the subject property or proposed development;
- is the record owner of property within 500 feet of the subject property or proposed development; or
- is an officer of an environmental or neighborhood organization that has an interest in or whose declared boundaries are within 500 feet of the subject property or proposed development.

A notice of appeal must be filed with the director of the responsible department no later than 10 days after the decision. An appeal form may be available from the responsible department.

*For additional information on the City of Austin's land development process, visit our web site: www.ci.austin.tx.us/development.

Written comments must be submitted to the contact person listed on the notice before or at a public hearing. Your comments should include the name of the board or commission, or Council; the scheduled date of the public hearing; the Case Number; and the contact person listed on the notice.

Case Number: C15-2012-0079- 13120, 13124, 13126, 13128,
13130, 13134, & 13138 Travis View Loop
Contact: Susan Walker, 512-974-2202
Public Hearing: Board of Adjustment, July 9th, 2012

<input checked="" type="checkbox"/> I am in favor
<input type="checkbox"/> I am against

Jo ANN GLOSSON
Your Name (please print)

Your address(es) affected by this application
13126 Travis View Loop, Austin TX 78723

Date
6-30-2012

Signature

Daytime Telephone: (512) 266-8209

Comments:

Give 5 foot fence in back yard
as close as possible to the Trabbee
Noise issues 63db.

If you use this form to comment, it may be returned to:

City of Austin-Planning & Development Review Department/ 1st Floor
Susan Walker
P. O. Box 1088
Austin, TX 78767-1088

If you need assistance completing this application (general inquires only) please contact Susan Walker, 974-2202; 505 Barton Springs Road, 2nd Floor (One Texas Center).

CASE # C 15-2012-0079
ROW # 10784189

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

TP-015048-02-22
19
21
02
23
05

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

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

13120, 13124, 13126, 13128, 13130, 13134, and 13138 Travis View Loop
STREET ADDRESS: Austin, Texas 78732

LEGAL DESCRIPTION: Subdivision - Travis Vista

3,4,5,6,7,8,9A
Lot(s) _____ Block _____ Outlot _____ Division _____

I/We Nicole Yates on behalf of myself/ourselves as authorized agent for

Travis Vista affirm that on _____, _____,

hereby apply for a hearing before the Board of Adjustment for consideration to:

(check appropriate items below)

ERECT ATTACH COMPLETE REMODEL MAINTAIN

Replace 6 to 7 foot wood fence near RM620 Right of Way with
8 foot reinforced masonry and concrete fence.

in a SF-2 district.
(zoning district)

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:
6 feet is the highest fence allowed. 8 feet will be much more effective for noise abatement, security and potential fires.
-

HARDSHIP:

2. (a) The hardship for which the variance is requested is unique to the property in that:
 1. Traffic noise from 620 has greatly increased in the past 10 years.
 2. Better security for the homes near the highway.
 3. Effective fire break.
(b) The hardship is not general to the area in which the property is located because:
it is adjacent to the fence.
-

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:

This new fence will replace an existing, 40 year old fence on the same survey lines.

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:
-
-

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 Nancy H. Hargrove Mail Address 13124 Travis View Loop

City, State & Zip AUSTIN, TX 78732

Printed _____ Phone 266-8508 Date _____

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 Nancy H. Hargrove Mail Address 13124 Travis View Loop

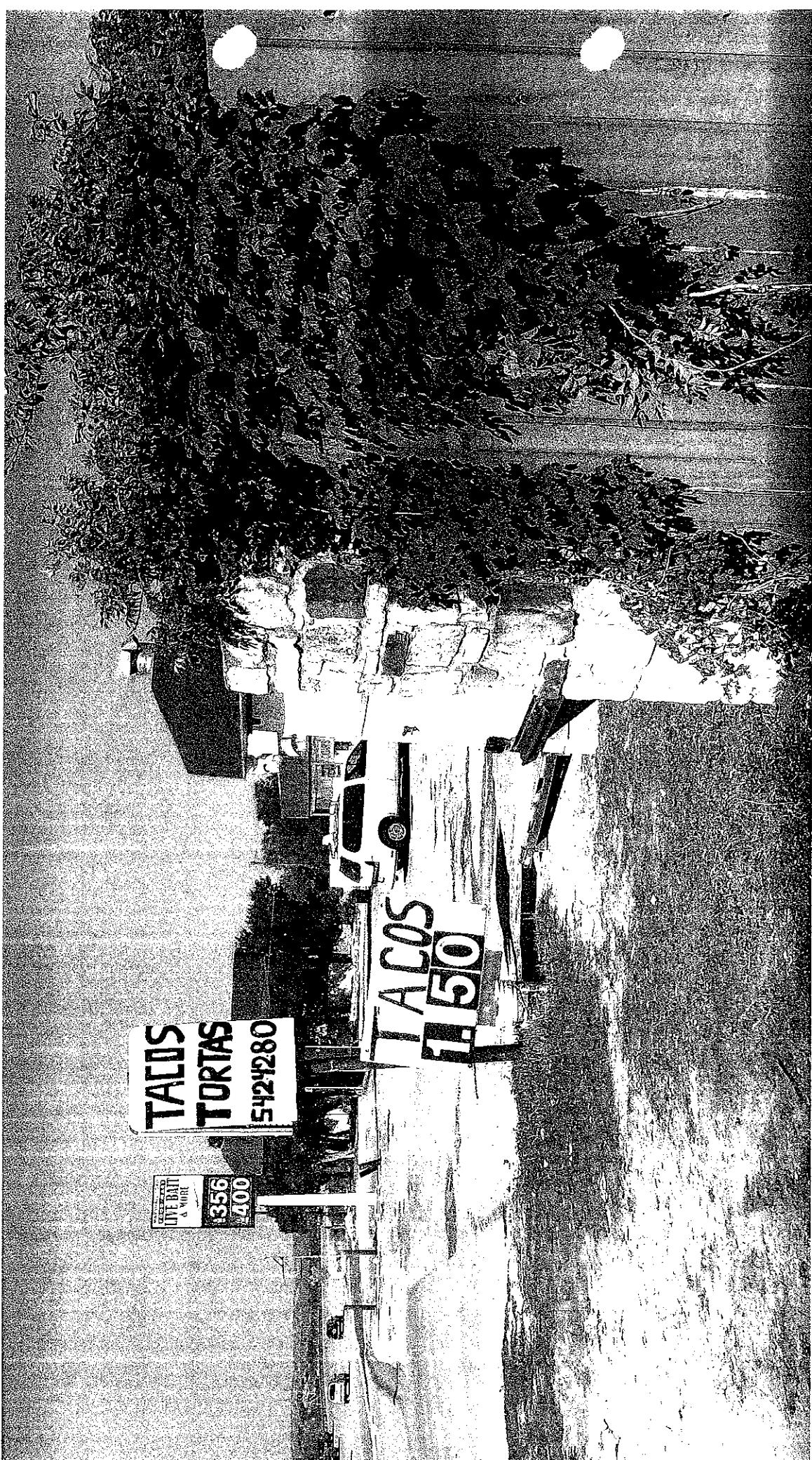
City, State & Zip AUSTIN, TX 78732

Printed _____ Phone 266-8508 Date _____

Entrance

Travis Vista

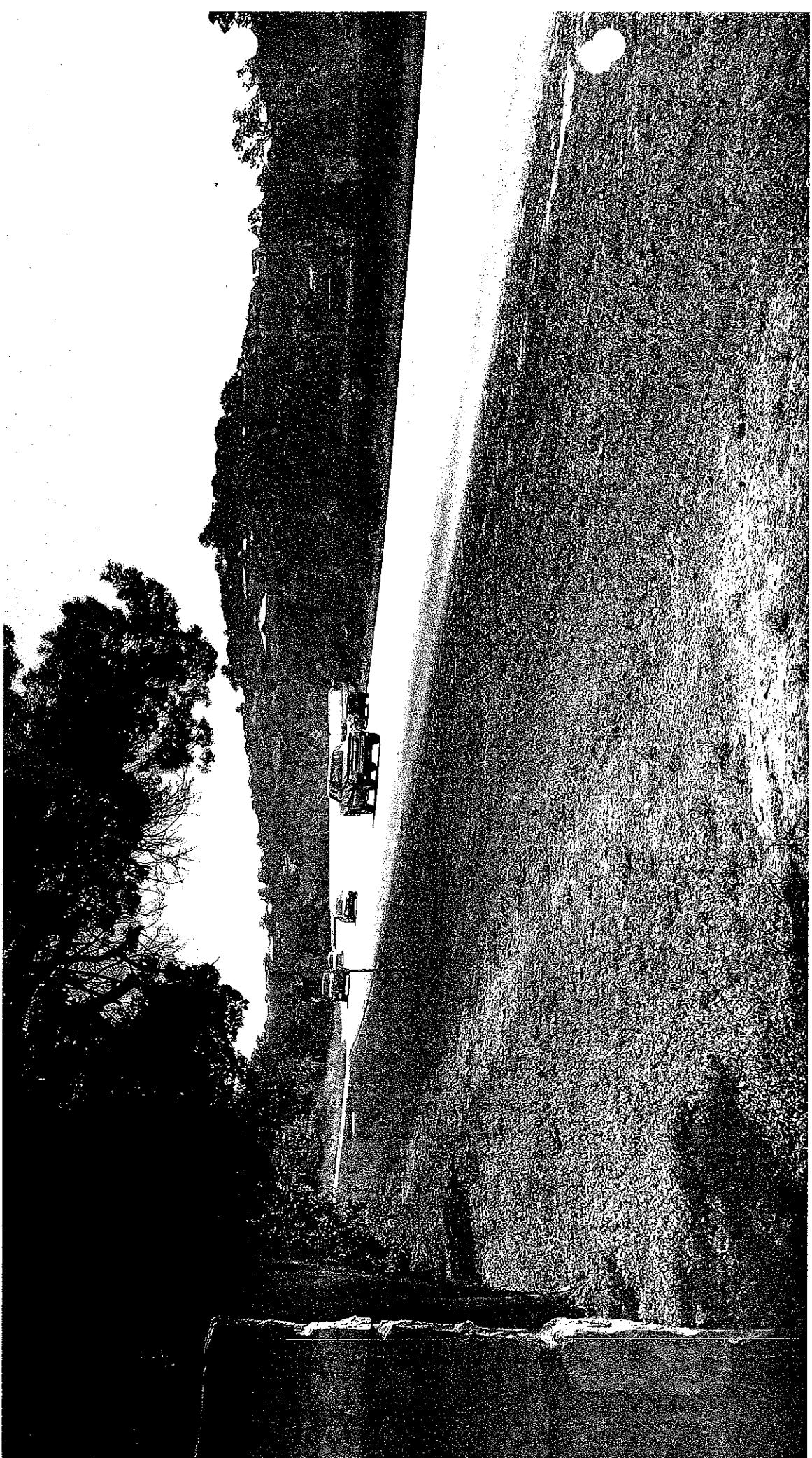




TACO Stand next to fence corner.
Marshall Ford store in background and
Highway 620.

Highway 620

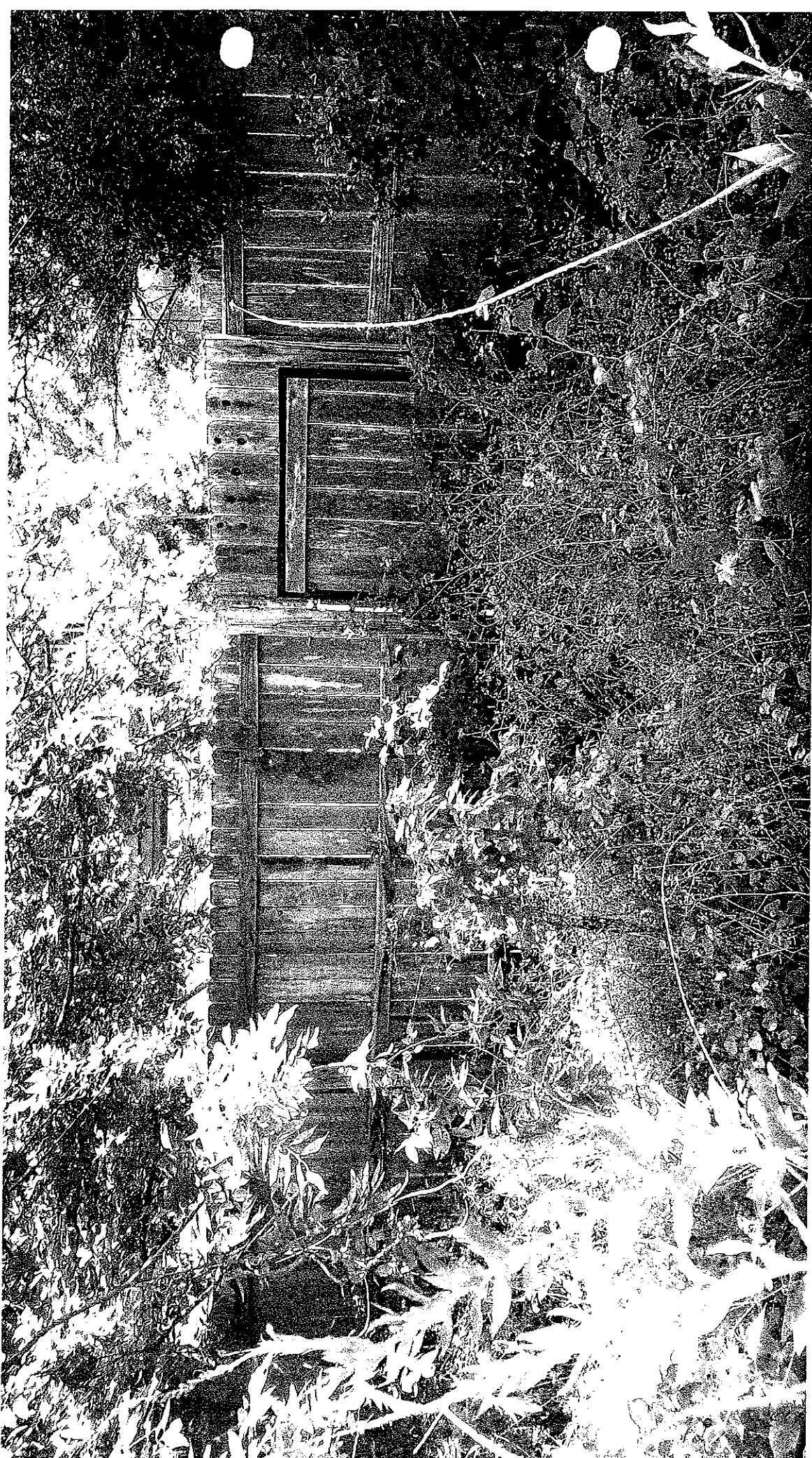
Fence





View of fence and Marshall Ford store.

Southern section of fence.



6' 1" man in front of 72" inch high fence.



5/17/12

To Whom It May Concern-

Travis Vista Property Owners Association is requesting a variance to replace a 40 year old wooden fence with an eight foot tall reinforced concrete fence. The reasons for requesting a variance for the eight foot height are:

1. Better traffic noise abatement from Highway 620. At some sections, the edge of the highway is about 20 feet from the fence. Noise from the highway permeates the entire subdivision and is especially noticeable during rush hour. Studies have shown that a wood slat fence reduces road noise by about 15% while a stone or concrete fence will reduce noise by about 80%. Most residential areas (such as those on Anderson Mill Road) are installing rock concrete fences.
2. Better security for the subdivision. An eight foot fence will be much more effective at stopping incursions into the neighborhood. The current six foot wooden fence facing 620 is inadequate for security. People can look over the fence into backyards. One lady saw a man taking pictures of her in her backyard. It is also easy to toss trash over the fence into the backyards adjacent to it. One house had a window broken out by something thrown over the fence.
3. Fire protection is on everyone's minds after the Labor Day fire that started about a 100 feet away from our subdivision's southern fence line. If the wind had been blowing in the usual, southerly direction, then the fire would not have jumped 620 to Steiner Ranch but would have easily spread into Travis Vista. We were on standby evacuation orders during the Steiner Ranch fire. The fire department said that the wood fences in Steiner acted as kindling for the fire. One of the reasons that we decided on concrete construction over wood is that concrete does not burn. An eight foot tall concrete fence will be an effective fire break. We will start construction of the fence as soon as the variance is granted because it looks like we are going to have a hot, dry summer again.

Thank you for your consideration of our request for a variance.

Nicole Yates
President, Travis Vista Property Owners Association





City of Austin
Austin's Community-Owned Electric Utility www.austinenergy.com

Town Lake Center • 721 Barton Springs Road • Austin, Texas • 78704

May 22, 2012

Gerald Ludlow
Austin, Texas
Via email to: skippers@austin.rr.com

Re: 13120, 13124, 13126, 13128, 13130, 13134 and 13138 Travis View Loop
Lots 3-8 & 9A Travis Vista

Dear Mr. Ludlow,

Austin Energy (AE) has reviewed your application for the above referenced property requesting to replace a wood fence with an 8ft masonry and concrete fence. As we discussed on the phone, Austin Energy does not oppose this application as requested provided the fence be constructed a minimum distance of 5 ft from all sides of existing electric poles.

Thank you for checking with us in advance. Should you have any questions, please feel free to contact me at 322-6587.

Sincerely,

A handwritten signature in black ink that reads "Lena Lund".

Lena Lund
Public Involvement/Real Estate Services

Cc: Diana Ramirez and Susan Walker

Travis Vista

LEGEND

27

178

front lot of
the old bank.
Lake River
Note to add

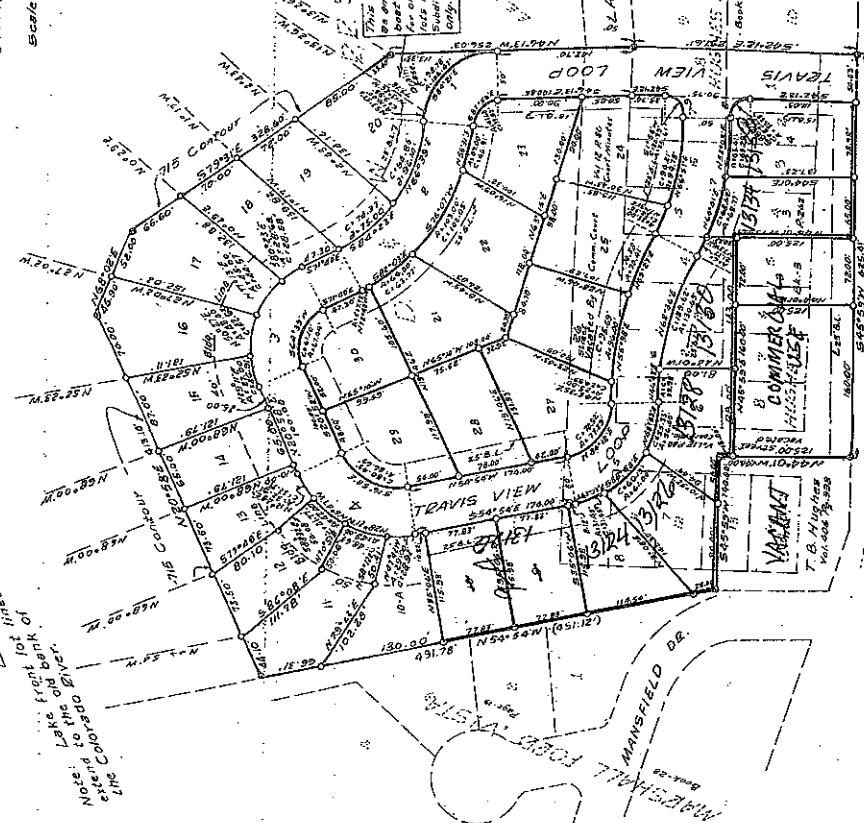
~~xx.oo~~

Legend

- *I. P. Set*
- *I. P. Found*

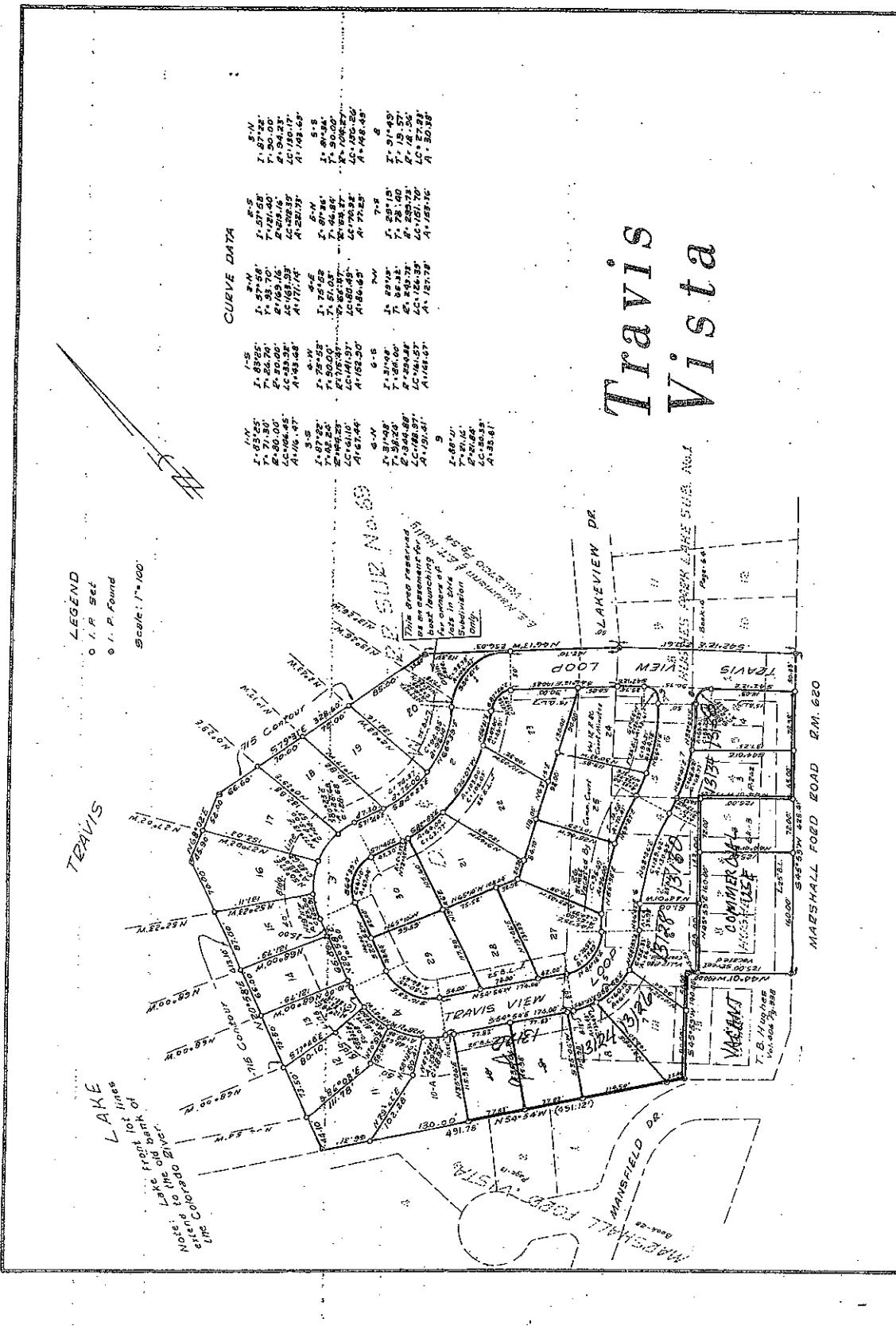
Scale: 1" = 100'

CIVILIAN DATA



Visita

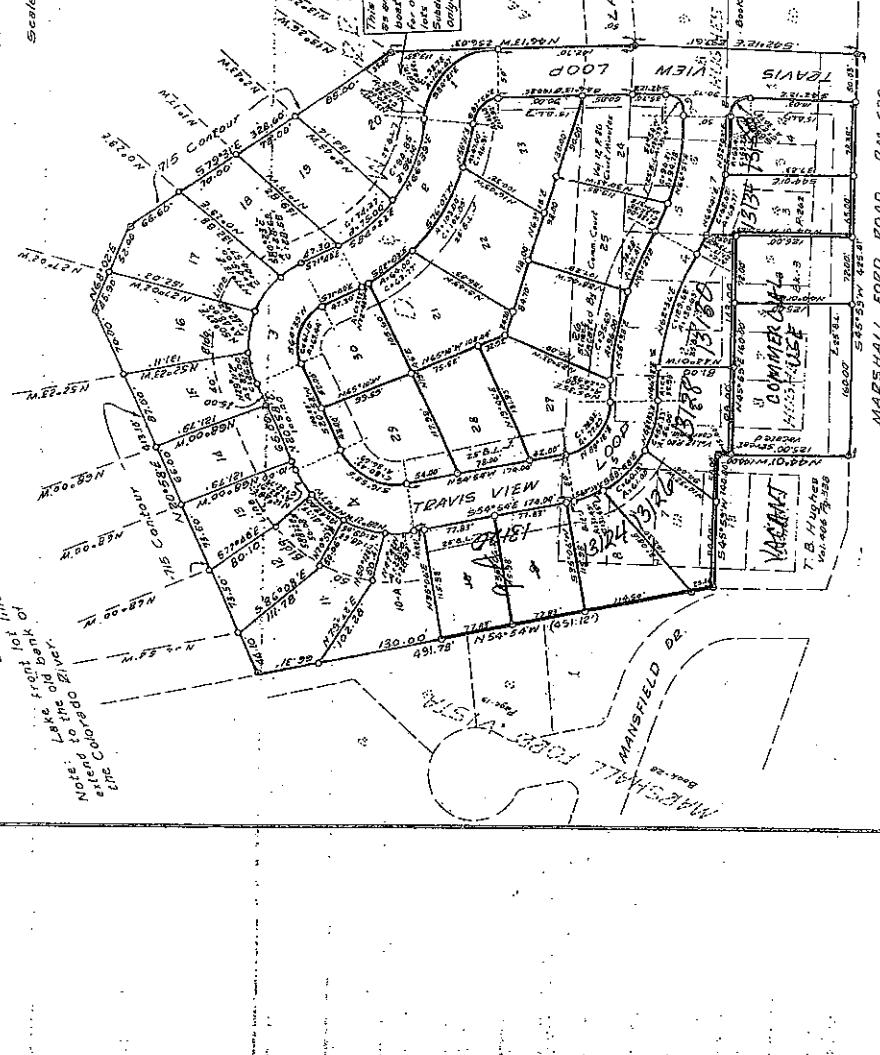
MARSHALL FOOD ROAD P.M. 620
S-43°33'W 425.41'



TEN

L A K E
lot lines
front bank of
the old river.
Lake old River.
Note to the R.
ext. Colorado
ext. Colorado

LEGEND
 O A.P. Set
 O I.P. Found
 Scale: 1" = 100



Traviss Vista

MARSHALL FORD ROAD P.M. 620
545-3314 425-31

<i>C</i>	<i>I-5</i>	<i>I-5</i>
<i>I-11W</i>	<i>I-325^o</i>	<i>I-325^o</i>
<i>I-63-25^o</i>	<i>I-76-70^o</i>	<i>I-76-70^o</i>
<i>I-71-30^o</i>	<i>I-50-60^o</i>	<i>I-50-60^o</i>
<i>I-25-40-45^o</i>	<i>I-43-48^o</i>	<i>I-43-48^o</i>
<i>S-3-S</i>	<i>4-W</i>	<i>4-W</i>
<i>I-67-72^o</i>	<i>I-78-85^o</i>	<i>I-78-85^o</i>
<i>I-25-30-35^o</i>	<i>I-50-55-60^o</i>	<i>I-50-55-60^o</i>
<i>I-61-61-61^o</i>	<i>I-61-61-61^o</i>	<i>I-61-61-61^o</i>
<i>A-67-64^o</i>	<i>A-52-52-50^o</i>	<i>A-52-52-50^o</i>
<i>G-5</i>	<i>G-15</i>	<i>G-15</i>
<i>I-5-54-49^o</i>	<i>I-5-54-49^o</i>	<i>I-5-54-49^o</i>
<i>I-5-54-49^o</i>	<i>I-54-54-54^o</i>	<i>I-54-54-54^o</i>
<i>I-54-54-54^o</i>	<i>I-54-54-54^o</i>	<i>I-54-54-54^o</i>
<i>I-54-54-54^o</i>	<i>I-54-54-54^o</i>	<i>I-54-54-54^o</i>
<i>A-54-54-54^o</i>	<i>A-54-54-54^o</i>	<i>A-54-54-54^o</i>

SLUZ NO. 65