






-  SUBJECT TRACT
-  PENDING CASE
-  ZONING BOUNDARY

NOTIFICATIONS

CASE#: C15-2016-0098
4419 RAMSEY



1" = 208'

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

This product has been produced by CTM for the sole purpose of geographic reference. No warranty is made by the City of Austin regarding specific accuracy or completeness.

15/2

**CITY OF AUSTIN
Board of Adjustment
Decision Sheet**

DATE: Monday, November 14, 2016

CASE NUMBER: C15-2016-0098

☐ Y ☐ Brooke Bailey
☐ Y ☐ Michael Benaglio
☐ Y ☐ William Burkhardt
☐ Y ☐ Eric Goff **Motion to PP 12/12/16**
☐ Y ☐ Melissa Hawthorne 2nd the Motion
☐ Y ☐ Bryan King
☐ Y ☐ Don Leighton-Burwell
☐ - ☐ Rahm McDaniel **OUT**
☐ Y ☐ Melissa Neslund
☐ Y ☐ James Valadez
☐ - ☐ Michael Von Ohlen **OUT**
☐ Y ☐ Kelly Blume (Alternate)

APPLICANT: Rodney Bennett

OWNER: Dev Kumwar

ADDRESS: 4419 RAMSEY AVE

VARIANCE REQUESTED: The applicant has requested variance(s) from Section 25-2-492 (D) (Site Development Regulations) to:

A. decrease the minimum lot area from 5,750 square feet (required) to 4,054.87 square feet (requested. existing); and to

B. decrease the minimum lot width from 50 feet (required) to 0 feet (requested); and to

C. decrease the rear setback from 10 feet (required) to 5 feet (requested, existing);

D. decrease the street side setback from 15 feet (required) to 11.9 feet (requested, existing)

in order to remodel and add onto an existing single family residence in a "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (Rosedale)

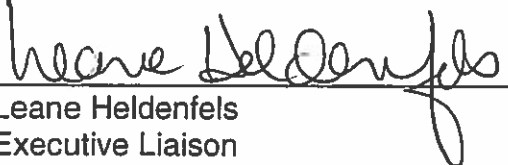
Note: Lot width must be maintained 50 feet from the front setback line of a lot. Lot width for the subject property is only maintained for 42.5 feet from the front setback.

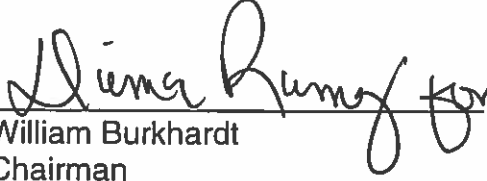
BOARD'S DECISION: September 28, 2016 The public hearing was closed on Board Member Michael Von Ohlen motion to Deny, Board Member Bryan King second on a 9-1 vote (Board member Eric Goff nay): **DENIED; RECONSIDERATION REQUEST:** Nov 14 Board Member Eric Goff motion to Reconsider request, Board Member Kelly Blume second on a 6-4 vote (Board members William Burkhardt, Melissa Hawthorne, Bryan King, James Valadez nay): **RECONSIDERATION REQUEST GRANTED;** The public hearing was closed on Board Member Eric Goff motion to Postpone to December 12, 2016, Board Member Melissa Hawthorne second on a 10-0 vote: **POSTPONED TO DECEMBER 12, 2016.**

11/3

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:


Leane Heldenfels
Executive Liaison


William Burkhardt
Chairman

October 6, 2016

11/5

Board of Adjustments
City of Austin
505 Barton Spring Rd
Austin, Texas 78704

RE: Case C15-2016-0098

Dear Board Members,

Please accept this request for reconsideration of the variance request for the residence located at 4419 Ramsey. During the discussion, a lot of emphasis was placed on the legality of the Land Status given by the City. I have met with the staff and was assured that this is a legal lot and was given the exemption from platting legally under the law of the State of Texas. Secondly, I have included include ELEVEN letters of support from people who reside in the neighborhood. And lastly, it was my opinion that some people felt that my client was being deceptive to the Board. Mr. Kunwar did hire a known contractor from the Austin area. Mr. Kunwar could only assume that the contractor took the necessary steps to procure a permit. As Mr. and Mrs. Kunwar have daytime jobs, they would not have been made aware that no inspections occurred. Attached is the Land Status documents, the letters of support, and documentation from the contractor.

Thank you for consideration,

Rodney K. Bennett
Bennett Consulting
12618 Eagle Nest DR
Buda, Texas 78610
512-627-7227
Jb.rbconsulting@yahoo.com



City of Austin
Development Services Department
Land Status Determination
1995 Rule Platting Exception

July 14, 2015

FILE COPY

SCANNED

File Number: C8I-2015-0198

Address: 4419 RAMSEY AVE

Tax Parcel I.D. #0223021220

Tax Map Date: 09/19/2014

The Development Services Department has determined that this parcel, as described in the attached description and map, **IS EXCEPTED FROM THE REQUIREMENT TO PLAT** in accordance with the Land Development Code, Section 25-4-2(C), and is eligible to receive utility service.

The parcel of land consists of five acres or less, and is described as being the West half of lot 11, Block 8, Rosedale C in the current deed, recorded on Jun 30, 2015, in Document #2015102467, Travis County Deed Records. This parcel existed in its current configuration on January 1, 1995, as evidenced by a deed recorded on Nov 04, 1992, in Volume 11807, Page 196, Travis County Deed Records. The parcel was lawfully receiving utility service, as defined in Section 212.012 of the Texas Local Government Code, on January 1, 1995, as evidenced by water service on Aug 06, 1937. The parcel meets the requirements of the Land Development Code for roadway frontage and is located on an existing street.

Additional Notes/Conditions:
NONE

This determination of the status of the property is based on the application of Chapter 212, Municipal Regulation of Subdivisions and Property Development, Texas Local Government Code; and the City of Austin Land Development Code, Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any other portion of the City Code or any other regulation.

By: Michelle Casillas
Michelle Casillas, Representative of the Director
Development Services Department



8/6/37 water J/6

**CITY OF AUSTIN
DEVELOPMENT SERVICES DEPARTMENT
LAND STATUS DETERMINATION APPLICATION**

9/19/14 tax map

☐ Legal Tract
☐ Other

☐ 1987 Rule Exception
☐ 1995 Rule Exception

☐ Health / Safety Exception
☐ Five-Acre Exception

PROJECT INFORMATION: (Department Use Only)

Grandfather/Exception Date: _____

Filing Date: _____

Accepted by: _____

File Number: _____

Case Manager: _____

PROPERTY INFORMATIONTax Parcel Identification Number: 022302/220Location Address: 4419 Ramsey AvenueSubdivision Name: Rosedale CW 1/2 of 411 Blk 8 Rosedale CWhole Lot #s: 11 Partial Lot #s: _____ Block #s: 8Recorded in Plat book: 3 Page: 211 County: Travis
Or if no subdivision

_____ Acres out of _____ Survey in _____ County

DEED INFORMATION

Deed conveying tract to current owner is filed for Record in: {if no Volume/Page, use Document No.}

Volume _____ Page _____ or Doc# 2015102467 County Travis Date 06/30/2015

Deed pre-dating (grandfather date or exception date) is filed for Record in:

Volume 11807 Page 196 or Doc# _____ County Travis Date 11/04/1992**OWNER INFORMATION**Name: Jeff and Allene BakerStreet Address: 1912 Antone StreetCity: Austin State: TX Zip: 78723 Tel: _____**PRIMARY CONTACT INFORMATION**Firm Name: Thruer Design Contact: Beth TurnerStreet Address: P.O. Box 41957City: Austin State: TX Zip: 78704Telephone: 5124764456 FAX: NK Email: turner@thruerdesign.comB. Turner

Applicant's Signature

7/2/2015

Date

ELECTRONICALLY RECORDED

2016102467

TRV

2

PGS

WARRANTY DEED

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

DATE: June 29, 2015

GRANTOR: ALLENE CORMIER BAKER and JEFFERY BAKER

GRANTEE: ALLENE CORMIER BAKER and JEFFERY BAKER

GRANTEE'S MAILING ADDRESS (Including county): 1912 Antone St., Austin (Travis County), TX 78723

CONSIDERATION: Ten and no/100 Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged.

PROPERTY (Including Improvements): The West one-half (W ½) of Lot 11, Block 8, of ROSEDALE-C, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 3, Page 211, Plat Records, Travis County, Texas, locally known as 4419 Ramsey Ave, Austin, TX 78756.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

Subject to any restrictions, reservations, easements and covenants found of record.

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

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

11/8

Alene Cormier Baker
ALLENE CORMIER BAKER

Jeffery Baker
JEFFERY BAKER

STATE OF TEXAS

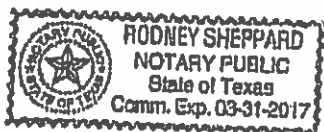
§

COUNTY OF TRAVIS

§

§

This Instrument was acknowledged before me on June 29, 2015, by ALLENE CORMIER BAKER and JEFFERY BAKER.



Rodney Sheppard
Notary Public, State of Texas
My commission expires: _____

PREPARED IN THE LAW OFFICE OF:
AFTER RECORDING RETURN TO:
Rodney J. Sheppard
West 6th Place
509 Powell Street
Austin, TX 78703



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana Debeauvoir

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

June 30 2015 08:05 AM

FEE: \$ 30.00 2015102467

DOC. NO.
92108433

FILM CODE
00004892224

1000
JR

5/9

INDEPENDENT EXECUTOR'S DEED

3:50 PM 2370

5.00 INOX
2 3 11/04/92

THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

3:51 PM 2390

5.00 RECH
2 3 11/04/92
372.15-CHS
92108433-0004

That I, David Preston Baker, residing at 5806 Trailridge Circle, Austin, Texas, 78731, acting herein as Independent Executor without bond, of the Estate of Tilmon Preston Baker, Deceased, an Estate pending under Probate Docket No. 59,741, Probate Court No. One, Travis County, Texas, hereinafter called GRANTOR, in the consideration of carrying out the terms and provisions of the Last Will and Testament and Codicil thereto of Tilmon Preston Baker, Deceased, admitted to probate and record under the above entitled and numbered cause directing that the property described hereinbelow be devised to the DAVID P. BAKER SUPPORT TRUST, hereinafter called GRANTEE, whose Trustee is Glenn L. Handle, 8304 Adirondack Trail, Austin, Travis County, Texas, 78759, have GRANTED, TRANSFERRED, ASSIGNED and CONVEYED, and by these presents do GRANT, TRANSFER, ASSIGN and CONVEY unto said GRANTEE, its successors and assigns, all of the following described real property in Travis County, Texas, to-wit:

The property locally known as 4419 Ramsey Avenue, Austin, Texas, legally described as the West one-half (1/2) and the East one-half (1/2) of Lot Eleven (11), Block Eight (8), Rosedale Section "C", Austin, Travis County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever. And said GRANTOR does hereby bind himself, his successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the title to the above described premises unto the said GRANTEE, its successors and assigns, against every person whomscever lawfully claiming or to claim the same or any part thereof, subject to

22953.1

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11807 0196

easements and restrictions of record affecting said property.

DATED THIS 30th DAY OF October, 1992.

David Preston Baker

David Preston Baker, Independent
Executor of the Estate of Tilmor
Preston Baker, Deceased

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

The above instrument was acknowledged before me this 30th
day of October, 1992, by David Preston Baker,
Independent Executor of the Estate of Tilmor Preston Baker,
Deceased, an Estate pending in Travis County, Texas, acting in the
capacity therein stated.

Ruth Barr
Notary Public, State of Texas

Ruth Barr

Printed Name of Notary Public

My Commission Expires: 6/30/96



AFTER RECORDING RETURN TO:

Glenn L. Randle, Trustee
The David P. Baker Support Trust
~~8304 Milnesack Trail~~
~~Austin, Texas 78752~~
5806 Trailridge Circle
Austin, Texas 78731

NOTARIES PUBLIC - CONFIRMED
I hereby certify that this instrument was FILED on
the date and at the time stamped herein by me and
was duly RECORDED, in the Volume and Page of the
recorded RECORDS of Travis County, Texas, on

NOV 4 1992



Lucy L. Lunsford
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
92 NOV -4, AM 11:35
DAVID DE GENDY
COUNTY CLERK
TRAVIS COUNTY TEXAS

22953.1 REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11807 0197

107

DOC. NO.
93049131

WARRANTY DEED

FILM CODE
00004964170

10.00
49

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11

Glenn L. Randle as Trustee of the David P. Baker Support Trust, of Travis County, Texas, hereinafter called Grantor, for the consideration hereinafter stated, does grant, sell and convey unto Beth J. McLaughlin, a single person, and Lisa J. Kaindl, a single person, of Travis County, Texas, hereinafter called Grantee, the following described real property, together with all improvements thereon, situated in Travis County, Texas, to-wit:

Lot 11, Block 8, Rosedale - C, a subdivision in the City of Austin, according to the map or plat recorded in Volume 3, Page 211, Plat Records, Travis County, Texas.

4:38 PM 9220

5.00 INDX
1 1 05/07/93

To have and to hold the above described premises, together with all and singular rights and appurtenances thereto in anywise belonging unto the Grantee and Grantee's heirs, executors, administrators, successors, or assigns, forever.

4:38 PM 9220

5.00 RECH
1 1 05/07/93
930491.31-DGC4
23.26-CHK9

And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, and successors, to warrant and forever defend, all and singular, the said premises unto the said Grantee, Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject however, to all restrictions, easements, mineral reservations, and any other matters of record applicable to the property hereby conveyed, and to applicable zoning laws and ordinances. Grantee assumes the payment of ad valorem taxes and assessments for the current year.

The consideration for this conveyance, receipt of which is hereby acknowledged, is as follows:

(1) \$10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

(2) \$95,000.00 advanced and paid at the instance and request of Grantee by Franklin Federal Bancorp, A Federal Savings Bank ("Lender") for which Grantee has executed a promissory interest bearing note payable to said Lender, as well as a deed of trust to Ron Skelton, Trustee, to secure the payment thereof, all of even date herewith.

The vendor's lien and superior title are specifically retained by Grantor against the property described herein until said note and all interest thereon are fully paid, and to the extent the same secure the payment of the note described in (2) above, they are hereby assigned and transferred to Lender.

When Grantor is two or more persons, or when Grantee is two or more persons, this Deed shall read as though pertinent verbs and pronouns were changed accordingly.

Grantee's Mailing Address:

Beth J. McLaughlin
Lisa J. Kaindl
4419 Ramsey
Austin, Texas 78756

4:44 G-LR

Executed this 5th day of May, 1993, to be effective May 4, 1993.



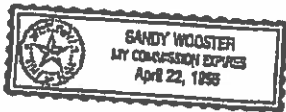
Glenn L. Randle as Trustee of the David P. Baker Support Trust

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THE STATE OF TEXAS §

COUNTY OF Travis §

This instrument was acknowledged before me on May 5, 1993 by Glenn L. Randle as Trustee of the David P. Baker Support Trust.



Sandy Wooster
Notary Public, State of Texas
Notary's name (printed):

My commission expires: _____

FILED

93 MAY -7 PM 3:21

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

COUNTY OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on
the 05th day of May 1993 at the hour of 3:21 PM by me and
my duly ASSESSOR, in the Volume and Page of the
Public RECORDS of Travis County, Texas, as

MAY 7 1993



J
13

THOMAS O HUTCHISON
301 Tatco-18

512 345 3122

06/24/99 12:57 02/04 NO.140

02-2302-1220-0000

301-99-1080
CAP

TRV 1999058111 3 PGS

CASH WARRANTY DEED

Date: June 23, 1999

Grantor: Beth J. McLaughlin and Lisa J. Kaindl

Grantor's Mailing Address (including county):

4015 Cherrywood
Austin, TX. 78722
TRAVIS County

Grantee: Allene Cormier Baker and Jeffery Baker

Grantee's Mailing Address (including County):

4419 Ramsey Ave.
Austin, TX. 78756
TRAVIS County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged

Property (including any improvements):

LOT ELEVEN (11), IN BLOCK "8" OF ROSEDALE-C, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGE 211 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affects the property; rights of adjoining owners in any walls and fences situated on a common boundary, any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements, and taxes for 1999, the payment of which Grantee assumes, save for those assessments resulting from Grantor's change in use of the property prior to closing or denial of a special use valuation claimed by Grantor, the payment of which Grantor assumes, subsequent assessments for that and prior years due to change in land usage by Grantee after closing, a

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change in ownership, or both, the payment of which Grantee assumes

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

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

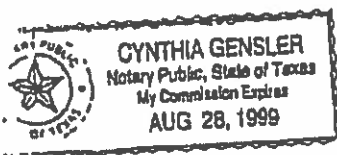
Beth J. McLaughlin
Beth J. McLaughlin

Lisa J. Kaendl
Lisa J. Kaendl

ACKNOWLEDGMENT

STATE OF Texas §
COUNTY OF Travis §

This instrument was acknowledged before me on June 24 1999
by Beth J. McLaughlin.



Cynthia Gensler
Notary Public, State of Texas

THOMAS O HUTCHISON

512 345 3122

06/24/99 12:57 04/04 NO 140

11/15

ACKNOWLEDGMENT

STATE OF

Texas

COUNTY OF

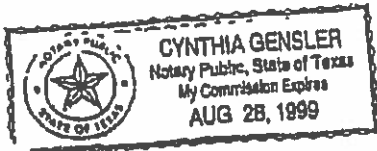
Travis

This instrument was acknowledged before me on
by Lisa J. Kaindl.

June 24 1999

Cynthia Gensler

Notary Public, State of Texas



After Recording Return To:
Texas American Title Company of Austin
710 Congress Avenue
Austin, Texas 78701
GF # 301-99-1080

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

06-29-1999 04:13 PM 1999058111

STATEND \$13.00

Dana DeBeauvoir, COUNTY CLERK
TRAVIS COUNTY, TEXAS

JL
18

same and to foreclose the vendor's lien herein retained; and to secure the payment of the said promissory note hereinbefore mentioned the vendor's lien. In hereby expressly retained on the said property hereinbefore described and conveyed; and this conveyance is made by us and accepted by the said T.E. Thrasher and Robert E. Thrasher, with the express understanding and agreement that the said T.E. Thrasher and Robert E. Thrasher assume, agree and promise to pay all taxes of every kind and character on said property for the year 1909, and for all subsequent years until the said promissory note has been fully paid and satisfied; and in case the said T.E. Thrasher and Robert E. Thrasher fail to pay the said taxes, or any part thereof, on the said property, when the same become due and payable, then, the holder of said note, without being under obligation to do so, may pay such taxes for and on account of the said T.E. Thrasher and Robert E. Thrasher, and any such taxes on said property paid by the holder of said note shall from the time of such payment constitute a debt against the said T.E. Thrasher and Robert E. Thrasher in favor of such holder paying the same for the amount so paid, which shall bear interest from the time of such payment at the rate of seven per cent per annum, and the payment of such debt and interest shall also be secured by the said vendor's lien herein retained on the said property herein conveyed.

Witness our hands, this 14th. day of August, A.D. 1908.

Wm. Baumert

Mary Baumert

THE STATE OF TEXAS:

County of Travis: Before me, Thomas F. Taylor, a Notary Public within and for the said State and County, on this day personally appeared William Baumert, 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 consideration therein expressed, and also before me, on this day personally appeared Mary Baumert, wife of the said William Baumert, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Baumert, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 15th. day of August, A.D. 1908.

(Notary Seal)

Thomas F. Taylor

Notary Public, Travis County, Texas.

Filed for record 1 Sept. 1908 at 12:30 P.M. Recorded 1 Sept. 1908 at 2 P.M.

STATE OF TEXAS:

427/263

COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS: That Ramsey's Austin Nursery, a private corporation, acting herein by and through its president and secretary duly authorized by a resolution of its board of directors hereto attached and marked Exhibit "A" for identification, of Travis County, Texas, for and in consideration of the sum of THIRTY THOUSAND (\$30,000.00) Dollars to it in hand paid by Jessie Ramsey Murray, Euphie Ramsey Taylor, and Winnie Ramsey Nitschke, as follows: By the cancellation of Eleven Thousand (\$11,000.00) Dollars of the capital stock of Ramsey's Austin Nursery owned by the said Jessie Ramsey Murray, Euphie Ramsey Taylor, and Winnie Ramsey Nitschke, and the assumption by them of the payment of two certain promissory notes secured by deeds of trust on the lands herein and hereafter conveyed, said notes described as follows: 1. That certain promissory note and interest in the original sum of \$8356.00, dated

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July 7, 1924, due and payable July 17, 1926, bearing interest from date at the rate of eight per cent. per annum until paid, executed by F.T. Ramsey and wife, Fella Ramsey, being the separate property of and payable to Percy F. Ramsey, or order, said note being secured by a deed of trust lien dated July 7, 1924, recorded in Book 257, Page 44 of the deed of trust records of Travis County, Texas, executed by F.T. Ramsey and wife, Fella Ramsey, conveying to J.H. Ramsey, as trustee, certain lands in said deed of trust described to secure the payment of said note, being the same lands hereinafter described and hereby conveyed, to which deed of trust and record of same reference is hereby made for more particular description.

2. That certain promissory note and interest in the original principal sum of \$500.00, dated July 7, 1917, originally due and payable July 7, 1922, bearing interest from date at the rate of eight per cent per annum until paid, executed by F.T. Ramsey and wife, Fella Ramsey, payable to Martha W. Bloor, or order, payment of which said note is secured by a deed of trust lien dated July 7, 1917, recorded in Book 206, Page 138 of the deed of trust records of Travis County, Texas, executed by F.T. Ramsey and wife, Fella Ramsey, conveying to B.H. Bloor, as trustee, certain lands in said deed of trust described to secure the payment of said note, being the same lands hereinafter described and hereby conveyed, to which deed of trust and record of same reference is hereby made for more particular description.

HAS GRANTED, SOLD AND CONVEYED, and by these presents does grant, sell and convey unto the said Jessie Ramsey Murray, Sophie Ramsey Taylor, and Minnie Ramsey Fitzhugh, all those certain tracts or parcels of land situated in Travis County, Texas, and described as follows:

1. That certain tract of nine and 83/100 acres of land, same being a part of an original grant of one league of land to George W. Spear, situated in Travis County, Texas, and part of that part of said grant known as the Hancock Dairy tract being duly described in that certain deed of conveyance dated December 11, 1909, and recorded in Book 159, at page 416 of the deed records of Travis County, Texas, executed by Susan E. Hancock, Executrix, conveying said Hancock Dairy Tract to Franz Fiset, to which conveyance and record of same reference is made for description, and which said tract of 9.83 acres of land hereby conveyed is described by metes and bounds as beginning at the southeast corner of said Dairy tract; thence N. 20 3/4 degrees E. along a fence (said fence being the west line of a tract of land of about 5 1/3 acres conveyed by A.W. Neane to F.T. Ramsey, by deed dated February 20, 1904, and recorded in Book 244 at page 384 of the deed records of Travis County, Texas, about 204 1/10 vs. to the south line of a lane running through the Lewis Hancock Triangle north of said 5 1/3 acres formerly owned by Jno. W. Rutledge; thence with the south line of said lane N. 60 degrees West about 164 8/10 vs. to the northeast corner of an 18 acre tract of land sold by Franz Fiset to C.A. Peterson; thence S. 37 degrees 51' W. along the east line of the said C.A. Peterson tract of 18 acres to the southeast corner of said 18 acre tract (this said 18 acre tract being described in deed by C.A. Peterson and wife to F.T. Ramsey and now of record in Book 310 at page 21, of the deed records of Travis County, Texas, reference to which is hereby made) and the south line of said Dairy tract; thence S. 81 1/4 degrees E. along the south line of said Hancock Dairy tract to the place of beginning. This said tract of 9 and 83/100 acres is described in deed from F.T. Ramsey et al to Ramsey's Austin Nursery, dated June 28, 1928, and recorded in Book 417, Pages 380 to 389, Deed Records of Travis County, Texas, as tract 3 in said deed.

2. That certain tract of fifty-five and 88/100 acres of land, same being a part of an original grant of one league of land to George W. Spear situated in Travis County, Texas, and part of that part of said grant known as the Hancock Dairy Tract, said Hancock Dairy

Tract being fully described in that certain deed of conveyance dated December 11, 1900, and recorded in Book 159 at page 416 of the deed records of Travis County, Texas, executed by Susan E. Hancock, executrix, conveying said Hancock Dairy Tract to Franz Fiset, to which conveyance and record of same reference is made for description, which said tract of 55.56 acres of land hereby conveyed is described by notes and bounds as beginning at the southeast corner of the J.P. Wallis tract of land out of said Hancock Dairy Tract heretofore sold by Franz Fiset to J.P. Wallis and said deed is referred to for the southeast corner thereof; thence along the west margin of the Georgetown road S. 70 degrees W. 300 feet; thence S. 17 degrees 15' W. 140 feet to the apex of the Lewis Hancock triangle; thence S. 30 degrees W. along the west boundary line of said triangle to the south side of what is now known as the Patterson Lane (which is not a public road and is included in this conveyance) 1398 1/2 feet; thence N. 60 degrees W. along the south side of said line 1437 feet to the N.W. corner of a tract of 18 acres of land, more or less, heretofore conveyed by Franz Fiset to C.A. Peterson by deed recorded in Book 180, at page 14 of the deed records of Travis County, Texas; thence N. 70 degrees 45' W. 1655 feet to a hackberry tree 8 ins. in diameter, which is also the N.W. corner of said J.P. Wallis tract; thence S. 60 degrees east 1408 feet to the place of beginning. This said tract of 55.56/100 acres being the same as tract No. 4 in deed from F.T. Ramsey et al to Ramsey's Austin Nursery, recorded in Book 417 pages 380 to 389, Deed Records of Travis County, Texas.

3. That certain tract of two and 1/10 acres of land, same being a part of an original grant of one league of land to Geo. W. Spear situated, in Travis County, Texas, and part of that part of said grant known as the Hancock Dairy Tract, said Hancock Dairy Tract being fully described in that certain deed of conveyance dated December 11, 1900, and recorded in Book 159 at page 416 of the deed records of Travis County, Texas, executed by Susan E. Hancock, executrix, conveying said Hancock Dairy Tract to Franz Fiset, to which conveyance and record of same reference is made for description, said tract of 2.1 acres of land hereby conveyed being part of and extending the entire length of the west side of the second tract of land set out and described as 18 acres, less 75/100 of an acre, in the deed of conveyance dated December 20, 1905, and recorded in Book 217 at page 21 of the deed records of Travis County, Texas, executed by C.A. Peterson and wife Lovisa Peterson, conveying said tract of land, with other lands, to F.T. Ramsey, and being all of said tract so conveyed by C.A. Peterson and wife to F.T. Ramsey that is excepted and reserved from and not included in that certain deed of conveyance dated April 30, 1917, and recorded in Book 256, at page 430 of the deed records of Travis County, Texas, executed by F.T. Ramsey and wife, Belle Ramsey, conveying to F.T. McGuire, a part of said second tract of land so set out and described as 18 acres, less 75/100 of an acre, in said deed of conveyance from C.A. Peterson and wife to said F.T. Ramsey as aforesaid, and reference is here made to said respective deeds of conveyance and the records of same for a more definite ascertainment of said tract of 2.1 acres of land hereby conveyed, which is the same land as tract No. 5 in deed from F.T. Ramsey et al to Ramsey's Austin Nursery, recorded in Book 417 Pages 380 to 389, deed records of Travis County, Texas.

4. Lot No. one (1) same being one acre of land, of what is known as the Hancock Triangle, as shown by the plat of same as recorded in Plat Book 2, at page 133 of the records of Travis County, Texas, said subdivision being part of the George W. Spear original grant of one league of land, situated in Travis County, Texas, said lot 1 being as described by field notes in that certain deed of conveyance dated November 28, 1897, recorded in book

57
21

158 at page 153 of the deed records of Travis County, Texas, executed by Eliza Louisa Hancock, et al, conveying said lot 1 to Zach Williams, to which deed of conveyance and record of same reference is made for a more full and complete description of said lot 1, being the same as tract 9 in deed from F.T. Ramsey et al to Ramsey's Austin Nursery.

8. Lot five(5), same being one acre of land, of what is known as the Hancock Triangle, as shown by the plat of same as recorded in Plat book 2 at page 133 of the records of Travis County, Texas, said subdivision being part of the George W. Spear original grant of one league of land situated in Travis County, Texas, said lot 5 being as described by field notes in that certain deed of conveyance dated December 22, 1898, recorded in book 154 at page 740 of the deed records of Travis County, Texas, executed by Lewis Hancock et al, conveying said lot 5 to J.B. Buchanan, to which deed of conveyance and record of same reference is made for a more full and complete description of said lot 5, this being the same as tract No. 10 in deed from F.T. Ramsey et al to Ramsey's Austin Nursery, recorded in Book 417 Pages 780 to 789, deed records of Travis County, Texas.

TO HAVE AND TO HOLD the foregoing described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Jessie Ramsey Murray, Ephie Ramsey Taylor, and Winnie Ramsey Nitschke, their heirs and assigns forever; and it does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the said premises unto the said Jessie Ramsey Murray, Ephie Ramsey Taylor, and Winnie Ramsey Nitschke, their heirs and assigns, against every person who lawfully claiming or to claim the same or any part thereof.

Witness our hand on this the 20 day of August, 1906.

(Corporate Seal)

RAMSEY'S AUSTIN NURSERY

Attest: Winnie Ramsey Nitschke

By F.T. Ramsey,

Secretary

President

STATE OF TEXAS

County of Travis: Before me, the undersigned authority, on this day personally appeared F.T. Ramsey, known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same as President of Ramsey's Austin Nursery and as the act and deed of said Ramsey's Austin Nursery, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 20 day of August, 1906.

(Notary Seal)

Gertrude Totens

Notary Public, Travis County, Texas.

EXHIBIT "A"

BE IT RESOLVED by the Board of Directors of Ramsey's Austin Nursery that the President be and is hereby authorized and empowered to execute and deliver to Jessie Ramsey Murray, Ephie Ramsey Taylor, and Winnie Ramsey Nitschke, in consideration of cancellation of Eleven Thousand Dollars of their capital stock in Ramsey's Austin Nursery and the assumption by them of the liens against the lands named below, which liens, principal and interest they agree to assume and pay, a warranty deed covering the lands as follows:

1. Nine and 88/100 acres, part of Geo. W. Spear League, same as described as No. 3 in deed made by F.T. Ramsey et al conveying said tract and other tracts to Ramsey's Austin Nursery, dated June 26, 1905, and recorded in Book 417 Pages 380 to 389 deed records Travis County, Texas.
2. Fifty-five and 88/100 acres, part of Geo. W. Spear League, same as described as No. 4 in deed made by F.T. Ramsey et al conveying said tract and other tracts to Ramsey's Austin Nur-

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nary, dated June 28, 1928, and recorded in Book 417 Pages 700 to 702, Deed Records, Travis County, Texas.

3. Two and 1/10 acres, part of Sec. 7, T.29 N. Range 10 E., R. 10 E. in deed above referred to made by F.T. Ramsey et al to Ramsey's Austin Nursery.

4. Lot No. 1 Hancock Triangle

5. Lot No. 5 Hancock Triangle

All of above situated in Travis County, Texas, and belonging to Ramsey's Austin Nursery, in which name the president shall execute the deed, and the Secretary of Ramsey's Austin Nursery is hereby directed to attest with his signature and the seal of the company the deed.

We as President and Secretary of Ramsey's Austin Nursery do hereby certify that the above is a true copy of a resolution passed this, the 27th day of August 1928, by the Board of Directors of Ramsey's Austin Nursery.

(Corporate Seal)

F.T. Ramsey

President

Winnie Ramsey Nitschko,

Secretary.

Filed for record [REDACTED] at 11:40 A.M. Recorded 1 Sept. 1928 at 3 P.M.

KNOW ALL MEN BY THESE PRESENTS: That I, F.A. Johnson, of the postoffice of San Antonio, State of Texas, hereinafter called transferor (whether one or more) for and in consideration of Ten and No/100 dollars, cash in hand paid by THE TEXAS COMPANY, a corporation of Delaware, do hereby well, transfer and assign unto said THE TEXAS COMPANY, hereinafter called the company, the following described oil, gas, and mineral lease: That certain oil and gas lease executed by Albert Hennig Et Al to F.A. Johnson, dated March 10th, 1928 and acknowledged before W.T. Glenn, Notary Public on March 10th, 1928 as to the signature of Oscar Hennig and Julia Hennig and acknowledged before J.T. McCallough on March 10th, 1928 as to the signatures of Albert and Sophy Hennig, also Walter and Bertha Hennig, covering and describing among other tracts a Tract of 164.85 Acres of land out of the Benjamin Osborn Survey in Travis & Bastrop Co. Texas, more particularly described as follows:

BEGINNING at the S.W. corner of the Osborne Church Lot on the West line of the Benjamin Osborn original survey; Thence N. 20 E. 1557 varas to the bed of Wilbaster Creek; Thence down said Creek as follows, viz: S. 78 1/2 E. 100 varas E. 83 E. 74 varas, S. 14 1/2 E. 74 varas, S. 14 1/2 E. 553 varas S. 38 E. 240 varas; Thence S. 30 E. 640 varas to the center of the Manor Road; Thence N. 72 E. 775 varas to the place of beginning, containing 164.85 acres INsofar as the same relates to and covers and affects the E.P. Thirty-Three (33) Acres of the above described 164.85 acres, the S.W. line of the E.P. 33 acres is to run S. 72 E. and to extend from the N.E. to the S.E. boundary lines of the above described 164.85 acre Lease.

It is guaranteed by transferor that he has a good title to said lease or leases, that the same is and/or are at this date a valid and subsisting lease or leases and that the recited consideration in each said lease has been actually paid.

The company shall have the right at any time at its election to surrender or abandon said lease or leases or any of them without liability of any kind whatsoever, and in case of such surrender or abandonment it may release the land; and in no event shall the company be obligated against its wish or option to drill or otherwise carry on operations under any lease.

123

Given Under my hand and Seal Of
Office, this 27th day of December A.D. 1932.
Notary Public for

County of Travis, State of Texas

The State of Texas
County of Travis

Know All men By These Presents,
that we, Jessie Ramsey Murray, Fushie Ramsey
Taylor and Winona Ramsey Nitschke are
joint owners of various real and personal pro-
perty, and to facilitate the management
of the same, we, Jessie Ramsey Murray,
joined by her husband and R. V. Murray,
both of Travis County, Texas, and Fushie
Ramsey Taylor, joined by her husband
Oach H. Taylor, both of Wabe County,
North Carolina, do hereby make, constitute
and appoint H. F. Nitschke and Winona
Ramsey Nitschke, both of Travis County,
Texas, our true and lawful attorneys,
for us in our place and stead to
manage and dispose of said property
as in their discretion shall be to
our interests, hereby giving them power
to do with said property and with refer-
ence thereto any and all things which
we ourselves could lawfully do if present
in person, and,

without intending to
limit the general powers herein con-
ferred upon our said attorneys in
fact, we hereby especially authorize
them to enter into and take possession
of any and all of said property; to con-
tract to sell and convey the same, or
any part thereof to any grantee whom
soever for the best of such terms
and with such agreements as to them
shall seem proper to make, execute,ack-
nowledge, deliver, record and sufficient

11
24

consideration and with any such clauses, covenants and agreements to be contained and our Attorneys shall think fit; and until the same shall be sold, to demise, lease or let said real estate, or any part thereof, to such person or persons and for such term as they may see fit; and to ask, demand, receive, collect and receive all sums of money which shall become due and owing to us or to accept in lieu thereof other property, to use all lawful ways and means for the recovery thereof, to compound, compromise and agree for the same; and to execute and deliver sufficient account, releases, partial releases, discharges and partial discharges therefor, and also our Attorneys are vested with full power, authority and right to borrow money and to pledge as security therefor any of said property, or to make any contract or sign any instrument in writing whenever it shall be necessary so to do to carry into effect our best interest.

This Power of Attorney shall remain in full force and effect and be binding upon us as Attorneys in and in further dealing with our agents in good faith until the same shall have been revoked by any instrument duly executed and recorded in the Deed Records of Travis County, Texas.

In witness whereof we hereunto set our hands this the 13 day of January, A. D. 1931.

Jessie Farnsey Murray
R. V. Murray
Euphie Farnsey Taylor
Carl C. Taylor

The State of Texas
County of Travis

Before me a Notary Public of the County of Travis in the State of Texas on this day personally appeared R. V. Murray and Jessie Farnsey Murray

175

his wife both known to me to be the
persons whose names are subscribed
to the foregoing instrument and acknowledged
to me that they each executed the same
for the purpose and consideration therein
expressed and the said Jessie Ramsey
Murray wife of the said C. H. Murray
being examined by me privately and
apart from her husband and hearing the
same fully explained to her she the said
Jessie Ramsey Murray acknowledged
such instrument to be her act and
deed and declared that she had willingly
signed the same for the purpose
and consideration therein expressed and
that she did not wish to retract it.

Given under my hand and
seal of office this the 21st day of
January, A. D. 1931.

(Notary Public) Lenna E. Nitschke
Notary Public, in and for Travis
County, Texas
The State of North Carolina
County of Wake

Before me, a notary public
of the County of Wake in the State of
North Carolina, on this day personally
appeared Carl W. Taylor and his wife
Jessie Ramsey Taylor, his wife both known
to me to be the persons whose names
are subscribed to the foregoing instrument
and acknowledged to me that
they executed the same for the purpose
and consideration therein expressed
and the said Jessie Ramsey Taylor
wife of the said Carl W. Taylor being
examined by me privately and
apart from her husband and hearing
the same fully explained to her she the
said Jessie Ramsey Taylor acknowledged
such instrument to be her act and
deed and declared that she had willingly
signed the same for the purpose and
consideration therein expressed and that

D
27

... did not wish to retract it
Given under my hand and seal
of office, this 13 day of February, A.D. 1931
Dated W. Thompson
Notary Public in and for Wake County,
North Carolina
Com. expires Oct 2/31
Filed for Record 6 Feb. 1931 at 2:45 P.M.
Recorded 7 Feb. 1931 at 11:00 A.M.

I know all men by These Presents; that the National Surety Com-
pany, a corporation duly organized and existing under the laws
of the State of New York, and having its principal offices in the
City of New York, hath made, constituted and appointed, and does by
these presents make and constitute and appoint Blagden S. Parkes, Jr.
of Austin, and State of Texas, its true and lawful Attorney in fact
with full power and authority hereby conferred in its name, place
and stead, to sign, execute and acknowledge any and all bonds
required to be given by Notaries Public, conditioned for the faithful
performance of their duties as such, not exceeding One Thousand
(\$1,000) Dollars each in amount and to bind the National Sure-
ty Company thereby as fully and to the same extent as if such bonds
were signed by the President, sealed with the common seal of the
Company, and duly attested by its Secretary, hereby ratifying and con-
firming all of the acts of said Attorney pursuant to the power herein
given. This Power of Attorney is made and executed pursuant to
and by authority of the following By-Laws adopted by the Board
of Directors of the National Surety Company at a meeting duly called
and held on the Third day of October 1927.

Article III. President Officers and Attorneys-in-Fact
Section 1. The Chairman, Vice-Chairman, President or any Vice-Presi-
dent may from time to time appoint President, Vice-President, Presi-
dent Assistant Secretaries and Attorneys-in-Fact to represent and
act for, and on behalf of the Company, and either the Chairman, Vice-
Chairman, President or any other Vice-President, the Board of Di-
rectors or the Executive Committee may at any time remove any
such President, Vice-President, President Assistant Secretary or At-
torney-in-Fact and revoke the power and authority given them.
Section 4. Attorneys-in-Fact. Attorneys-in-Fact may be given full
power and authority to execute for and in the name and on be-
half of the Company, any and all bonds, recognizances, contracts
of indemnity, and other writings obligatory in the nature of a
bond, recognizance or conditional indenturing and any such
instrument executed by any such Attorney-in-Fact shall be as

5/2/17

Board of Adjustments
City of Austin
505 Barton Springs
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

I am the current owner of the property located at 1505 West 45th St. As the most affected neighbor of the variance requests from the minimum lot size and minimum rear yard setback, I do not object. Furthermore, I am in support of the variance.

Respectfully,

Tiffany Baker
NT

[Signature]
SIGN/DATE

8/9/16

11/28


Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for the minimum lot size and the reduction of the rear yard setback.

NAME
/DATE
Karen Melinden
8/10/2016

SIGNATURE
ADDRESS

4401 Ramsey Ave

5/29

Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for the minimum lot size and the reduction of the rear yard setback.

New Prayer 8/9/16
NAME
/DATE


SIGNATURE

ADDRESS

4407 Ramsey Ave

JJ
30

Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for
the minimum lot size and the reduction of the rear yard setback.

NAME

/DATE

ADDRESS

SIGNATURE

Karen Kleimal

8.8.16

4409 Ramsey

Karen Kleimal

JJ
31

Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for the minimum lot size and the reduction of the rear yard setback.

Clara M. Wood
NAME
/DATE 08/10/2016

Clara M. Wood
SIGNATURE
ADDRESS
4411 Ramsey Ave.
78756

5/32

Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for
the minimum lot size and the reduction of the rear yard setback.

Anna Bedolla

NAME

/DATE

8-11-16



SIGNATURE

ADDRESS

4412 Ramsey Ave
78756

5/33

Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for
the minimum lot size and the reduction of the rear yard setback.

NAME /DATE	ADDRESS	SIGNATURE
8.8.16 Elaine Gutierrez	4413 Ramsey Ave	Elaine Gutierrez

6/34

Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for
the minimum lot size and the reduction of the rear yard setback.

NAME Neda Estami

/DATE Aug 10, 16

SIGNATURE



ADDRESS

4419 Ramsey Ave

J1
35

Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for
the minimum lot size and the reduction of the rear yard setback.

NAME Sharon Watkins

/DATE 8/10/16

ADDRESS

Sharon Watkins
SIGNATURE

4416 Ramsey
Austin 78756

11
36


Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for
the minimum lot size and the reduction of the rear yard setback.

NAME WISA NICHOLS
/DATE 8/8/2016

SIGNATURE 
ADDRESS 4417 Ramsey Avenue
Austin, TX 78756

JJ
37

Board of Adjustments
City of Austin
505 Barton Springs Rd
Austin, Texas 78704

RE: 4419 Ramsey

Dear Board Members,

We the undersigned are in support of the variance requests for
the minimum lot size and the reduction of the rear yard setback.

NAME
/DATE

SIGNATURE

ADDRESS

Barbara Belinger
8/8/16

4502 Ramsey Ave BB

Proposal

Page 1 of 1 pages

512-8709-8901
8701
BIBIT 826-7084

11/3

PROPOSAL SUBMITTED TO: DEU RUNWAY	JOB NAME	JOB #
ADDRESS 4419 RAMSEY ST	JOB LOCATION SAME	
78782	DATE 10-7-15	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

SEE ATTACHED PLANS, SPECIFICATIONS, WORK SCHEDULE AND COMMENTS PAGES.

TOTAL PROJECT 31,795.00

~~PAID~~ INITIAL DEPOSIT FOR MATERIALS AND SUB-CONTRACTOR DEPOSITS 11,200.00

DRAW #1 NEW ROOF ON	10,800	8095.00
DRAW #2 DRYWALL INSTALLED	5000	8000.00
DRAW #3 JOB COMPLETED	4000	4500.00

PAID DRAW #1 10,800
10-19-15 ~~PAID~~
31,795.00
31,000.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ _____ Dollars

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date of Acceptance _____

Signature _____

Proposal

Page # _____ of _____ page

BRAD FRAZEN
GENERAL CONTRACTOR
5408 WOODROW AVE
AUSTIN, TX 78756
(512) 834-9912

51
39

PROPOSAL SUBMITTED TO:		JOB NAME	JOB #
ADDRESS RAMSEY ST		JOB LOCATION SAME	
		DATE 10-7-15	DATE OF PLANS
PHONE #	FAX #	ARCHITECT	

We hereby submit specifications and estimates for:

**SEE ATTACHED PLANS, SPECIFICATIONS, WORK
 SCHEDULE AND COMMENTS PAGES.**

TOTAL PROJECT 31,795.00

**INITIAL DEPOSIT FOR MATERIALS AND
 SUB-CONTRACTOR DEPOSITS 11,200.00**

DRAW #1 NEW ROOF ON 13000.00

DRAW #2 DRYWALL INSTALLED 8000.00

DRAW #3 SOB COMPLETED 4500.00

31,795.00

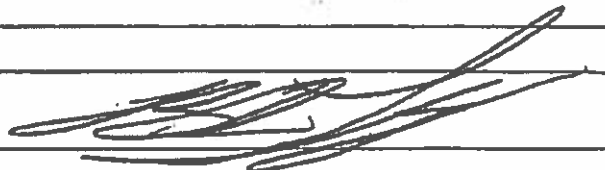
AS 31,000.00

We propose hereby to furnish material and labor - complete in accordance with the above specifications for the sum of:

\$ _____ Dollars
 with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
 submitted



Note - this proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Signature _____

Price _____

51
40

DEV R KUNWAR .

1220

10-1-2015

DATE

Pay to the Order of Brad Frazen general contractor \$11,200.00

eleven thousand two hundred only. DOLLARS

Comerica Bank
www.comerica.com

For 4419 Ramsey Ave, Construction

111000753 7002290356 01220

00063 10/01/15 XXXXX0356 DBA 11,200.00-

IBCAZ 45303 15:45 H BY 35

HOLD PLACED ON CK # 1220

Posted : 10/01/2015
Bank : 00000043
R/T : 11100075
Account : 7002290356
Check : 1220
Amount : 11200.00
DIN : 430026440

5/5

DEV R KUNWAR

12729152

10-19-2015

1222

32-79/1110

453

DATE

Pay to the Order of Brad Frazer general contractor \$10,800

Ten thousand eight hundred only. DOLLARS

Comerica Bank

Comerica Bank
www.comerica.com

ag construction

For second payment

1110007531 7002290356 01222

1222

Security Features

1222

00051 10/19/15 X00000355 DDA 10,600.00-

100AZ 45303 15:13 H 81 32

HOLD PLACED ON CK # 1222

Posted : 10/19/2015

Bank : 00000043

R/T : 11100075

Account : 7002290356

Check : 1222

Amount : 10800.00

DIN : 430078038

11/43

**CITY OF AUSTIN
Board of Adjustment
Decision Sheet**

DATE: Monday, September 28, 2016

CASE NUMBER: C15-2016-0098

☒ Y ☐ Brooke Bailey
☒ Y ☐ Michael Benaglio
☒ Y ☐ William Burkhardt
☒ N ☐ Eric Goff
☒ Y ☐ Melissa Hawthorne
☒ Y ☐ Bryan King 2nd the Motion
☐ O ☐ Don Leighton-Burwell
☒ Y ☐ Rahm McDaniel
☐ O ☐ Melissa Neslund
☒ Y ☐ James Valadez
☒ Y ☐ Michael Von Ohlen Motion to Deny
☒ Y ☐ Kelly Blume (Alternate)

APPLICANT: Rodney Bennett

OWNER: Dev Kumwar

ADDRESS: 4419 RAMSEY AVE

VARIANCE REQUESTED: The applicant has requested variance(s) from Section 25-2-492 (D) (Site Development Regulations) to:

- A. decrease the minimum lot area from 5,750 square feet (required) to 4,054.87 square feet (requested. existing); and to**
- B. decrease the minimum lot width from 50 feet (required) to 0 feet (requested); and to**
- C. decrease the rear setback from 10 feet (required) to 5 feet (requested, existing);**
- D. decrease the street side setback from 15 feet (required) to 11.9 feet (requested, existing)**

in order to remodel and add onto an existing single family residence in a "SF-3-NP", Family Residence – Neighborhood Plan zoning district. (Rosedale)

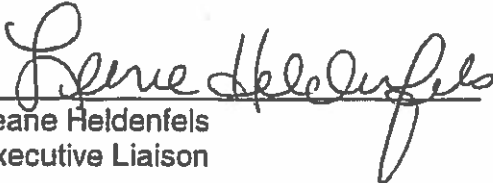
Note: Lot width must be maintained 50 feet from the front setback line of a lot. Lot width for the subject property is only maintained for 42.5 feet from the front setback.

BOARD'S DECISION: The public hearing was closed on Board Member Michael Von Ohlen motion to Deny, Board Member Bryan King second on a 9-1 vote (Board member Eric Goff nay); DENIED.

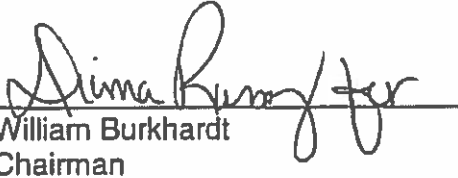
FINDING:

51/44

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:



Leane Heldenfels
Executive Liaison



William Burkhardt
Chairman



CITY OF AUSTIN

Development Services Department

One Texas Center | Phone: 512.978.4000

505 Barton Springs Road, Austin, Texas 78704

JJ
45

Board of Adjustment General/Parking Variance Application

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

This application is a fillable PDF that can be completed electronically. To ensure your information is saved, [click here to Save](#) the form to your computer, then open your copy and continue.

The Tab key may be used to navigate to each field; Shift + Tab moves to the previous field. The Enter key activates links, emails, and buttons. Use the Up & Down Arrow keys to scroll through drop-down lists and check boxes, and hit Enter to make a selection.

The application must be complete and accurate prior to submittal. *If more space is required, please complete Section 6 as needed.* All information is required (if applicable).

For Office Use Only

Case # 015-2016-0098 ROW # 11583077 Tax # 0223021220
TADV

Section 1: Applicant Statement

Street Address: 4419 Ramsey

Subdivision Legal Description:

W 1/2 of Lot 11 Block 8 Rosedale C

Lot(s): _____ Block(s): _____

Outlot: _____ Division: _____

Zoning District: SF-3-NP (Rosedale)

I/We Rodney K. Bennett on behalf of myself/ourselves as

authorized agent for Dev Kunwar affirm that on

Month August, Day 5, Year 2016, hereby apply for a hearing before the

Board of Adjustment for consideration to (select appropriate option below):

☒ Erect ☐ Attach ☐ Complete ☐ Remodel ☐ Maintain ☐ Other: _____

Type of Structure: Residential

11
46

Portion of the City of Austin Land Development Code applicant is seeking a variance from:

25-2-943 & 25-2-777

Section 2: Variance Findings

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 supporting documents.

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.

I contend that my entitlement to the requested variance is based on the following findings:

Reasonable Use

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

The lot was illegally subdivided by the previous owner.

Hardship

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

As the lot was illegally subdivided and sold there is no way to make it meet the minimum lot size. The illegal subdivision also created the intrusion into the rear setback.

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

Most lots in the interior of the city are not illegally subdivided. The existing home is in the setback.

31/47

Area Character

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:

Because all but 52.50 square feet of the home existed prior to the lot being subdivided illegally.
Furthermore, the addition into the setback is over existing impervious cover, and the home prior
to the addition was 6'5" from the rear setback.

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 in the City of Austin Land Development Code Chapter 25-6, Appendix A 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 reasonably require strict or literal interpretation and enforcement of the specific regulation because:

N/A

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:

N/A

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

N/A

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

N/A

Section 3: Applicant Certificate

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

Applicant Signature: Rodney K. Bennett Date: 08/05/2016

Applicant Name (typed or printed): Rodney K. Bennett

Applicant Mailing Address: 12618 Eagle Nest DR

City: Buda State: Texas Zip: 78610

Phone (will be public information): (512) 627-7227

Email (optional – will be public information): jb.rbconsulting@yahoo.com

Section 4: Owner Certificate

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

Owner Signature: Dev Kunwar Date: 08/05/2016

Owner Name (typed or printed): Dev Kunwar

Owner Mailing Address: 4419 Ramsey

City: Austin State: Texas Zip: 78756

Phone (will be public information): _____

Email (optional – will be public information): _____

Section 5: Agent Information

Agent Name: Rodney K. Bennett

Agent Mailing Address: 12618 Eagle Nest Dr

City: Buda State: Texas Zip: 78610

Phone (will be public information): (512) 627-7227

Email (optional – will be public information): jb.rbconsulting@yahoo.com

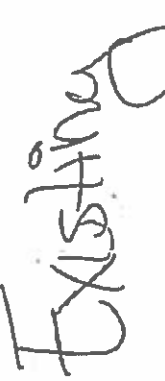
Section 6: Additional Space (if applicable)

Please use the space below to provide additional information as needed. To ensure the information is referenced to the proper item, include the Section and Field names as well (continued on next page).

Request One: reduce the minimum required lot size from 5750 to 4083.97 TCAD or 4054.87

Request Two: add 52.50 SF into the rear setback at a distance of 5' from the lot line.

-

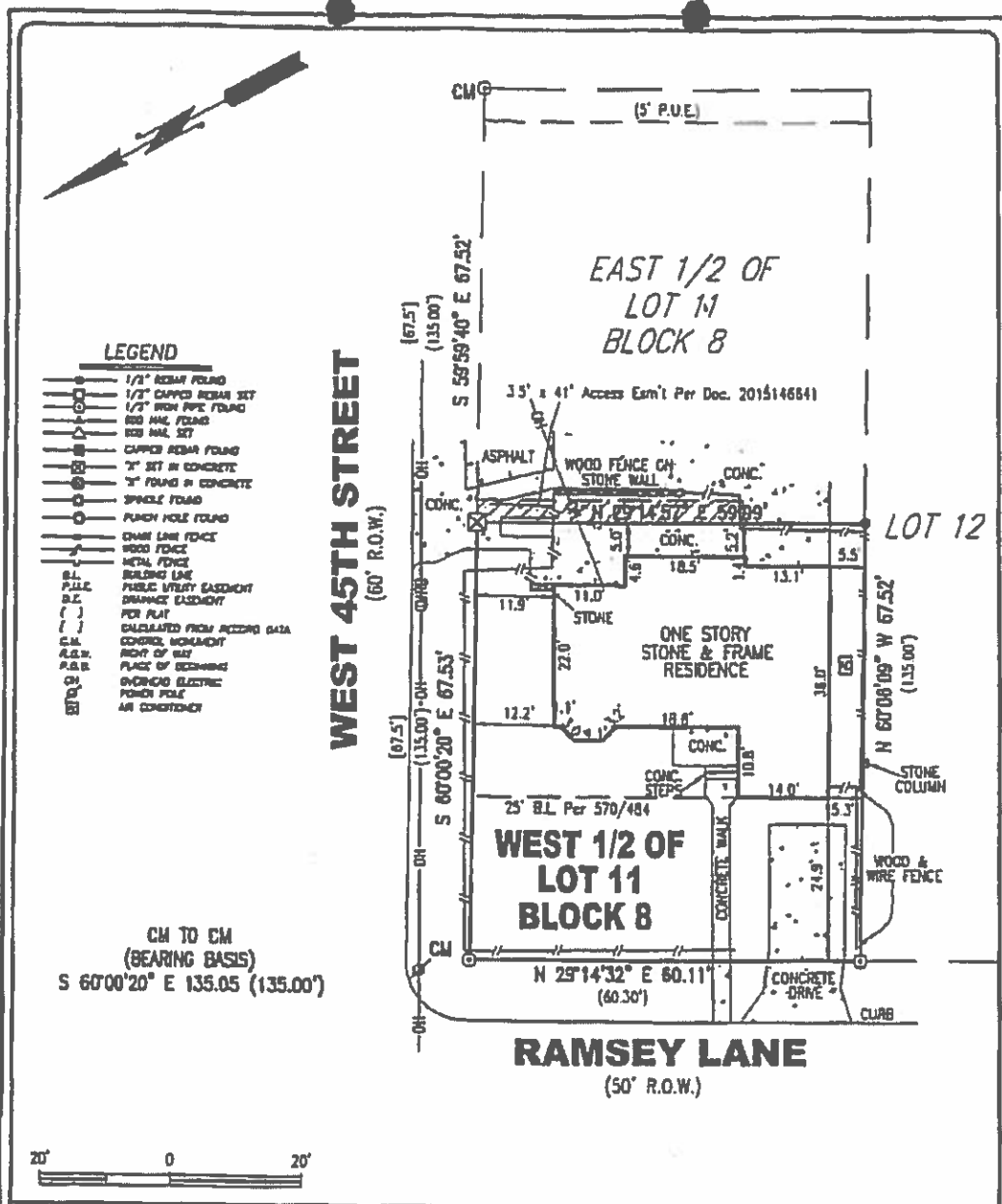


TRACT 1: THE EAST 1/2 OF LOT 11, BLOCK 1, ROSEDALE C.
A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO
THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3
PAGE 2110F THE PLAT RECORDS OF TRAVIS COUNTY,
TEXAS. LOCATED AT 1505 WEST 45TH STREET.

51/49

PREPARED: June 8, 2015
BY:

5750



Notes:
1) Subject to restrictions and easement rights as stated in 570/484 Deed Records and in 3/211 Plat Records.

[Signature]
TO THE LEGHOLDERS AND / OR PRESENT OWNERS OF THE PREMISES SURVEYED AND TO
GRACY TITLE COMPANY
STEWART TITLE GUARANTY COMPANY

I SO HEREBY CERTIFY TO THESE LISTED HEREON THAT THIS SURVEY WAS THE DAY MADE ON THE GROUNDS UNDER MY SUPERVISION OF THE PROPERTY LEGALLY DESCRIBED HEREON, IS PREPARED IN ACCORDANCE TO THE TITLE COMMITMENT REFERENCED HEREON, AND THAT THERE ARE NO TOLERABLE EASEMENTS, EASEMENTS, ENCROACHMENTS, OR IMPROVEMENTS, OR ROADS IN PLACE, EXCEPT AS SHOWN HEREON.



THIS AREA IS NOT DEPICTED AS BEING IN A SPECIAL FLOOD HAZARD AREA PER FEMA'S FLOOD INSURANCE RATE MAP AMERICANBASIN DATED 01/08/18. IT IS REPRESENTED AS IN ZONE "X". HOWEVER, AT THE 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 SAID MAP AND DOES NOT APPLY THAT THE PROPERTY AND/OR THE STRUCTURES THEREON WILL BE FREE OF FLOOD DAMAGE. FOR FURTHER INFORMATION, CONTACT YOUR FLOOD PLAN ADMINISTRATOR.

STREET ADDRESS: 4419 RAMSEY LANE CITY: AUSTIN COUNTY: TRAVIS STATE OF TEXAS
LOT: WEST ONE-HALF (W1/2) OF LOT 11 BLOCK: 8 SUBDIVISION: ROSEDALE-C VOL/CUB: 3 PG/SLD: 211 PLAT RECORDS
REFERENCE NAME: DEV RAJ KUNWAR AND BIDITA KARKI

ACCESS ESM'T ADDED: 03/21/16

C.F. #: 01247-46491



B & G SURVEYING, LLC

FIRM REGISTRATION NO. 102383-00

WWW.BANDGSURVEYING.COM

1404 West North Loop Blvd.

Austin, Texas 78754

Office 512-456-8969, Fax 512-456-9845

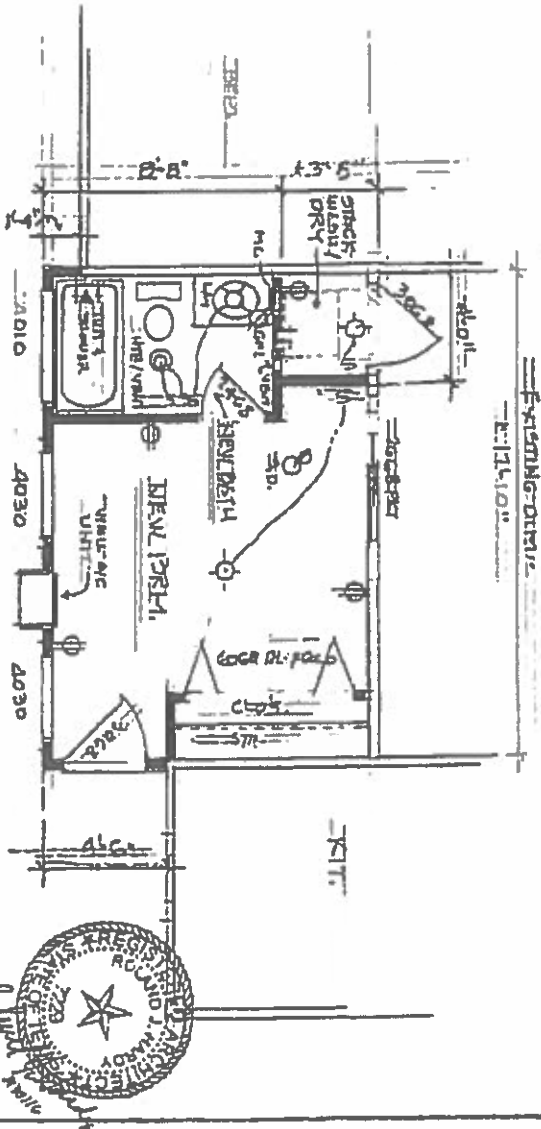
JOB #: B0311416_TA

DATE: 03/17/16

SCALE: 1"=20'

FIELD WORK BY	WILSON	01/18/16
CALCD BY	ME	03/17/16
DRAWN BY	PM	03/17/16
CHECKED BY	VCAL	03/17/16

15/5



NEW CONSTRUCTION FLOOR PLAN 5/15/10

REVISID 3/2011

LEGEND:
NEW: 2011 WALL

ADDITION: 2011 ROOMS

ADDN, TEXAS

PROJECT: 2011-100

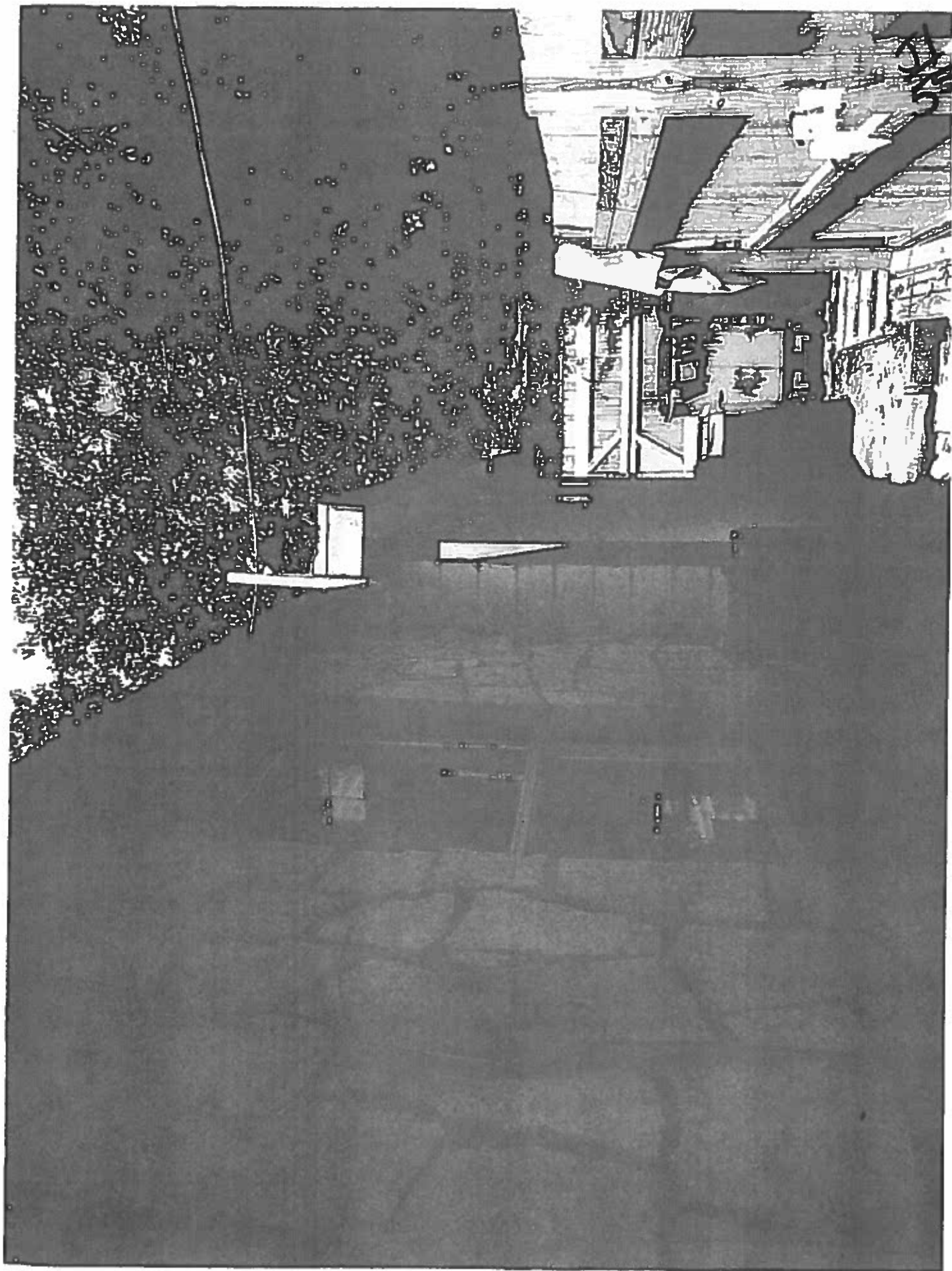
HARDY & ASSOCIATES
ARCHITECTURAL • PLANNING • INTERIORS
1417 W. 10th Street, Suite 100
Fort Worth, TX 76102

3



11/53





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 application. 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 will be sent.

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.austintexas.gov/devservices

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. All comments received will become part of the public record of this case.

Case Number: C15-2016-0098, 4419 Ramsey

Contact: Leane Heldenfels, 512-974-2202, leane.heldenfels@austintexas.gov

Public Hearing: Board of Adjustment, September 28th, 2016

Pam & Ron Matthews

Your Name (please print)

4508 Sinclair Ave (same, 1984)

Your address(es) affected by this application

Pam Matthews 9-26-16

Signature

Daytime Telephone: 512-467-9177

Date

Comments: Please respect our

neighborhood and not allow

notices too BIG for our Rosedale

lots! If you need/want a

bigger house, move and

leave Rosedale to those

who want to save its

beauty and charm!

Comments must be returned by noon the day of the hearing in order to be seen by the Board at this hearing. They may be sent via:

Mail: City of Austin-Development Services Department/ 1st Floor

Leane Heldenfels

P. O. Box 1088

Austin, TX 78767-1088

(Note: mailed comments must be postmarked by the Wednesday prior to the hearing to be received timely.)

Fax: (512) 974-6305

Email: leane.heldenfels@austintexas.gov

8/17

Heldenfels, Leane

From: Pete Wassdorf [redacted]
Sent: Monday, September 26, 2016 8:46 PM
To: Heldenfels, Leane
Subject: Re: Case no. C15-2016-0098
[redacted]

II
57

Yes, thank you, please print out the below email and consider it my objection and comments.

What about my other questions?

Pete

On Sep 26, 2016, at 4:04 PM, Heldenfels, Leane <Leane.Heldenfels@austintexas.gov> wrote:

Hi Pete – you can email me your comments. Would you like me to print out the email below, or would you like to send them separately?

Thanks,

Leane Heldenfels

Board of Adjustment Liaison

City of Austin Development Services Department

One Texas Center, 1st Floor, Development Assistance Center

505 Barton Springs Road

Office: 512-974-2202

<image001.png>

Follow us on [Facebook](#), [Twitter](#) & [Instagram](#) @DevelopmentATX

We want to hear from you! Please take a few minutes to complete our [online customer survey](#).

Nos gustaría escuchar de usted. Por favor, tome un momento para [completar nuestra encuesta](#).

From: Pete Wassdorf [redacted]
Sent: Monday, September 26, 2016 3:55 PM
To: Heldenfels, Leane
Cc: [redacted]; Pete Wassdorf
Subject: Case no. C15-2016-0098

Dear Ms. Heldenfels,

I have only just received the notice of hearing in the above numbered code variance case. According to the notice, I have missed the one week deadline for mail to be postmarked by to be considered timely received. I am writing for several purposes.

JL
58

1. To see whether an objection with comments can be submitted electronically; or whether I can hand deliver them to your offices, prior to the hearing; or must I actually attend the hearing to express my objection?
2. To point out what appear to be errors in the notice:
 - a. Paragraph A. of the Notice for variance states the request is to "decrease the minimum lot area from 5.750 square feet to 4,054.87 square feet". There is a decimal point after the 5 in 5.750. While it may be an obvious error and the notice should have read five thousand, seven hundred fifty, instead of five and $\frac{3}{4}$ feet, it does provide a faulty notice.
 - b. Paragraph B. of the Notice for variance states the request is to decrease the minimum lot width from 50 feet (required) to 0 feet (requested). Frankly I have no idea what this means. They are asking for a minimum width of zero feet?

First, please let me know what is intended in Notice paragraphs A & B. Second, let me know whether errors in the notice constitute valid notice.

Third, please let me know how I can object since the notice arrived so late.

Fourth, irrespective of whether I receive a response from you, please consider this email an official objection and know that I strenuously object to the variance because it appears that the property in question has been illegally subdivided at some time in the past by *de-facto* action of a previous owner to convey less than the whole lot; and now the current owners seek to legitimize that past action by seeking a variance. Once a variance is made for such conduct, it stands as a precedent for future action by other property owners. Therefore, I object to the variance.

I note from Travis CAD that both properties (constituting halves of the platted lot) have been sold in the past year. It appears there was ample opportunity for both purchasers to verify code compliance.

Those purchasers may not be made to suffer because of a denial of the variance, as they may have recourse against the sellers, or the real estate agent, or title policy insurance, but their recourse should not be made against the property owners in the area by granting a variance that may later be referenced to the detriment of the area property owners.

11/59

Sincerely,

Pete Wassdorf, property owner of 4513 Sinclair Ave, Austin, Texas
78756
2305 Quarry Road
Austin, Texas 78703

Home: (512)-480-8282
Cell: (512)-914-1312

Heldenfels, Leane

From: Pete Wassdorf [REDACTED]
Sent: Thursday, November 10, 2016 11:12 AM
To: Heldenfels, Leane
Cc: Pete Wassdorf
Subject: RE: Case no. C15-2016-0098 / 4419 Ramsey Ave.

II
60

Dear Ms. Heldenfels;

Thank you for talking to us today. Please print out the below email and consider it my objection and comments to the above referenced Reconsideration.

While I am sympathetic to the owners of the properties subject to the requests for variances, I feel I must object to all variance requests.

It appears that when the lots were originally subdivided, they were done so by deed and divided into lots which were, at the time of the division, smaller than the minimum lot size allowed by code. To allow them to create a variance to allow the sub-par lot size will set a precedent for future sub-par property divisions by deed in the neighborhood. For the same reasons, the violations of the setbacks from the back and sides of the two properties will also set precedents and encourage un-permitted construction intruding on the subdivision setbacks. The lots were illegally subdivided at some time in the past by de-facto action of a previous owner to convey less than the whole lot, and now the current owners seek to legitimize that past action by seeking variances so as to legitimize such improper action. Once a variance is made for such conduct, it stands as a precedent for future action by other property owners.

I note from Travis CAD that both properties (constituting halves of the platted lot) have been sold in the past year. It appears there was ample opportunity for both purchasers to verify code compliance. Those purchasers may not be made to suffer because of a denial of the variance, as they may have recourse against the sellers, or the real estate agent, or title policy insurance, but their recourse should not be made against the property owners in the area by granting a variance that may later be referenced to the detriment of the area property owners.

Sincerely,

Pete Wassdorf, property owner of 4513 Sinclair Ave, Austin, Texas 78756
2305 Quarry Road
Austin, Texas 78703

Home: (512)-480-8282

Cell: (512)-914-1312

16

C15-2016-0098 J
v2

Heldenfels, Leane

From: Gayle Rosenthal [REDACTED]
Sent: Monday, September 19, 2016 11:26 PM
To: Heldenfels, Leane
Subject: C15-2016-0098 Request for Variance

Hello Leane,

I would like to register my objection to the variance request by Dev Kunwar on 4419 Ramsey. This appears to be a defacto subdivision of a standard Rosedale lot. The predecessors in title to the applicant, Jeffery Baker and Allene Cormier, owned both 1505 W. 45th and 4419 Ramsey up until September 2015.

Unless the full lot 11 Block 8 of Rosedale C was separated into 2 - 1/2 lots in the past, by formal subdivision, once the 2 lots were owned by one party at the same time, any defacto subdivision prior to 1986 would have been nullified by the fact that the 2 half lots were owned by the same party, Jeffery Baker and Allene Cormier from 1999 to 2015.

I do not want to see Rosedale lots divided into less than the typical lot size. This is very damaging to taxpayers because it inflates the lot values in Rosedale and causes speculators and developers to turn an eye towards carving up Rosedale for tiny high-priced lots. This puts a vicious cycle in place and and is bad for the general welfare of the residents of Rosedale.

No permits or entitlements of any kind should be given to this property owner. In fact, the sale of the 4419 Ramsey half of Lot 11 should be rescinded and Lot 11 rejoined as one legal lot. This can be accomplished by the revoking of any legal lot status which may have been previously granted, or the refusal to give legal lot status in the future.

Please keep me informed of any changes in the schedule of this hearing.

Thank you,

--

Gayle Rosenthal
Attorney/Broker
Rosenthal Properties
512-825-9141

