

**BOA GENERAL REVIEW COVERSHEET****CASE:** C15-2023-0033**BOA DATE:** August 14<sup>th</sup>, 2023**ADDRESS:** 828 Falkland Trce**COUNCIL DISTRICT:** 7**OWNER:** Christian David Lazaro**AGENT:** George James Ducas**ZONING:** SF-4A**LEGAL DESCRIPTION:** LOT 1 BLK D BALLANTYNE SEC 2**VARIANCE REQUEST:** increase the height permitted from 6 feet to 8 feet 4 inches.**SUMMARY:** construct a 8 ft 4 in. masonry-wood fence**ISSUES:** pool & spa in backyard and steep slope

	<b>ZONING</b>	<b>LAND USES</b>
<i>Site</i>	SF-4A	Single-Family
<i>North</i>	2 mi ETJ	2 mi ETJ
<i>South</i>	SF-4A	Single-Family
<i>East</i>	SF-4A	Single-Family
<i>West</i>	SF-4A	Single-Family

**NEIGHBORHOOD ORGANIZATIONS:**

Austin Lost and Found Pets

Friends of Austin Neighborhoods

Homeless Neighborhood Association

Pflugerville Independent School District



July 28, 2023

George Ducas  
828 Falkland Trce  
Austin TX, 78660

Property Description: LOT 1 BLK D BALLANTYNE SEC 2

**Re: C15-2023-0033**

Dear George,

Austin Energy (AE) has reviewed your application for the above referenced property, requesting that the Board of Adjustment consider a variances from LDC 25-2-899(E)(1)&(2). This property is out of Austin Energy's service area, so AE has no problem with the proposed variance.

If you require further information or have any questions regarding the above comments, please contact our office. Thank you for contacting Austin Energy.

**Cody Shook, Planner III**  
Austin Energy  
Public Involvement | Real Estate Services  
2500 Montopolis Drive  
Austin, TX 78741  
(512) 322-6881



## CITY OF AUSTIN

## Development Services Department

Permitting &amp; Development Center

Phone: 512.978.4000

6310 Wilhelmina Delco Dr, Austin, Texas 78752

## 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 # **C15-2023-0033** ROW # **13166561** Tax # **0270281602**

### Section 1: Applicant Statement

Street Address: 828 Falkland Trace, Plugerville, TX 78660

Subdivision Legal Description:

LOT 1 BLK D BALLANTYNE SEC 2, Doc Number: 201900101, Parcel ID 0270281602

Property ID: 929025

Lot(s): Lot 1 Block(s): BLK D

Outlot: Sec 2 Division: Ballantyne

Zoning District: SF-4A

**Council District: 7**

I/We George James Ducas on behalf of myself/ourselves as authorized agent for Chuong Thai-Lazaro and Christian David Lazaro affirm that on Month June ☐, Day 6, Year 2023 ☐, 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: Masonry-Wood Fence West & North of the Property as shown at Survey

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

LD Section 25-2-899 Fences & Accessories (E) (1) & (2 ) allows for a fence of up to 8 feet  
(maximum allowed). Requesting to Grant a Variance to 8'-4".

## 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 presence of a Spa-Pool and a lower fence would be a hazard to the area since there are  
adjacent structures that can be used to the NE and NW to traverse a lower fence. To the NW  
there are multiple structures that include a telephone pole, tree stump, and the North neighbor's  
Chain link fence that allow a triangulated platform elevating a climb to 5 feet, not far away from  
6 feet. Such an easy climb to 5 feet and proximity within 2 feet makes an easy climb over.  
Likewise the neighbors fence on the NE side along with the North neighbors chain link fence  
would also provide ease of access. The North neighbors property is very large and unguarded.

### Hardship

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

The property has a pool-spa and falls under section Fences and Accessory Uses 25-2-899  
parts 1 and 2. The property owner has heart issues and flat grounds enable recovery, spa for  
therapy, and fence to minimize security problems and hazardous issues and reaction time for  
stress. The client requests permission to use property without encumbrances and also at the  
approval of the neighborhood that considers the family to be nice people being taken advantage  
of by a crooked contractor. Adjacent neighbors support their project.

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

The hardship is not general to the area because the property owners suffer from disabling  
health conditions. Also, because the property has a steep slope, the fence is used to stabilize  
accessibility and mobility by retaining flat grounds. The fence also protects against potential  
hazardous conditions because of a spa-pool. The Fence also protects against adjacent  
structures that allow others to traverse a lower fence. Neighbors recognize the hardships and  
have sent letters of approval.

**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:

Being a corner property of masonry construction, the fence blends very well with the architecture of the neighborhood. The architectural division of the Home Owners Association, Associa, has recognized and approved the fence as conforming to the adjacent architecture and neighborhood. A Letter of support is attached. The admission of the fence will not impair the purpose of the regulations since it follows within the criteria defined by compliance with 25-2-899, The owners have letters of approval from both neighbors to the north and east, and also has favor with the Home owners Association, Associa.

**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:

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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:

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

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

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**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: George Ducas Date: 06/26/2023

Applicant Name (typed or printed): George James Ducas

Applicant Mailing Address: 237 Benelli Drive

City: Hutto State: TX Zip: 78634

Phone (will be public information): [REDACTED]

Email (optional – will be public information): [REDACTED]

**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: Chuong Thai-Lazaro and Christian D Lazaro Date: 06/26/2023

Owner Name (typed or printed): Chuong Thai-Lazaro & Christian David Lazaro

Owner Mailing Address: 828 Falkland Trace

City: Pflugerville State: TX Zip: 78660

Phone (will be public information): [REDACTED]

Email (optional – will be public information): [REDACTED]

**Section 5: Agent Information**

Agent Name: \_\_\_\_\_

Agent Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone (will be public information): \_\_\_\_\_

Email (optional – will be public information): \_\_\_\_\_

**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).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Additional Space (continued)**

## Attachments

- 1.) Survey: Boudary & Improvements
- 2.) Survey: Metes & Bounds Description
- 3.) Survey: Partial Easement Release
- 4.) Survey: Topographic
- 5.) Survey: Adjoiners Fence Approval
- 6.) Letter: North Neighbor Derial Lutz Approval
- 7.) Letter: East Neighbor Melina Espinosa Approval
- 8.) Letter: Associa Homeowner's Association Approval
- 9.) Letter: Property Owner Introduction Letter
- 10.) Presentation: 35 Slide Presentation
- 11.) Agreements: ATT Encroachment
- 12.) Agreements: Oncor Encroachment
- 13.) Statement: Austin Energy

Requesting LDC Section 25-2-899 Fences and Accessory Uses. (E)

The property has a steep slope; from the outside the retaining wall is three feet, which means the fence itself is 5 feet. To reduce the total fence (including the retaining wall) from 8-4" to 6 feet makes the fence short allowing easy access into the property from multiple locations from adjacent and adjoining structures.

**SAVE**

**City of Austin  
Development Services  
Variance for Fence**

**Mailing Address:** 6310 Wilhelmina Delco Dr. Austin, TX 78752  
**Contact:** Elaine Ramirez – Board of Adjustments  
**Email:** elaine.ramirez@austintexas.gov  
**Office Hours:** Monday - Friday, 9am - 4pm

**May 30, 2023**

**Re: Variance for Fence (Masonry & Wood) at West, North, & East Property Line, Introductory Letter:**  
828 Falkland Trace, Pflugerville, TX 78660

**Master Comment Report: Case# 2022-166220 PR.**

**To Whom it May Concern:**

I am requesting a Variance for myself and my husband that would allow our fence height limit to be at 8'-0". We would renovate to 8'-0". The Fence limits the amount of anxiety and stress in our lives by providing privacy, security, and safety for a rest area (patio) and therapeutic environment (spa) that would function throughout the year, connected to our home. The patio serves to ease stress on my Husband who has heart problems. This spa environment would be climate controlled by being connected to the house and ease of access throughout the year and avoid dramatic fluctuations in the climate. My husband has suffered a heart attack and I suffer from muscular skeletal pain (MSK) along my back that is a constant problem. The flat surfaces reduce stress for my husband's heart health and provide mobility & accessibility as well as for myself; we also have kids. The Fence Height would enhance our sense of privacy and safety and eliminate our concern for a hazardous environment created by our pool Spa in relation to neighborhood kids who might trespass into our property. We are concerned about trespassers and local kids that may enter the yard, and having a higher fence will reduce hazardous risk of intruders into our Spa.

**Our Particular situation satisfies the criteria Code Section:**

**Fences and Accessory Uses (25-2-899)**

**The fence intends to become compliant with 25-5-899 as follows:**

**(E) A solid fence along a property line may be constructed to a maximum height of eight feet if each owner of property that adjoins a section of the fence that exceeds a height of six feet files a written consent to the construction of the fence with the building official, and:**

**(1) there is a change in grade of at least two feet within 50 feet of the boundary between adjoining properties; or**

(2) a structure, including a telephone junction box, exists that is reasonably likely to enable a child to climb over a six-foot fence and gain access to a hazardous situation, including a swimming pool.

At 828 Falkland Trace are the following:

- 1.) Spa-Pool Facility presenting access to hazardous situations.
- 2.) Fences and tree stump and pole on the NW Corner and North Neighbor are structures that can be used and triangulated to present multiple footings that can allow a secure grip with one's hands and feet and traverse a fence.
- 3.) East Neighbors fence and footing positions can be used to climb from neighbors' fence on the NE Corner.
- 4.) A change in grade of at least 3 feet between adjoining properties to the West Neighbor (City of Austin) and to the North Neighbor (Derial Lutz Property Owner) and at least 3 feet at Column NE Corner Neighbor (Milena Espinosa Property Owner).
- 5.) A portion of the Fence at the West Gate is within the Property Setback Lines.

I am the owner of the property at 828 Falkland Trace. This is my introductory letter and request a variance for our fence along 4 sides which I describe as follows (Surveys attached):

- 1.) West Side within Property line
- 2.) North Side within Property line
- 3.) East Side Corner with property line
- 4.) South-West side within setback lines

The property at 828 Falkland Trace is under the jurisdiction of the City of Austin although it's in Pflugerville. I am the owner and was taken advantage of by a crooked contractor who built a Spa structure attached to our house without filing permits. I asked George Ducas who is an Architect to help us resolve code and ordinance violations of our Spa that that was built less than 3 feet at foundation into a 10-foot Setback and same 10-foot Telcom & Electrical Utility Easement on the North Side of property. Both my husband and I suffer from life limiting health issues and invested in the Spa via a mortgage for our health. My husband has had a heart attack, aneurism, and heart stent and I suffer muscular skeletal problems (MSK). About the Setback, I have applied for Reasonable Accommodation for us which can eliminate the setback problem to a minimum of 5' where near the Spa exists. About the easement, I am submitting letters of encroachment from the participants who have access to the utility easement which includes both electric and telecommunications companies. The letters would allow participation of the property owner in the utility easement. I have them now and submit them in this application for Partial Release of Easement.

I talked to Oncor Electric with a person named Joshua Barber, Right of Way Senior Agent for Oncor. Oncor has sent to us for use in our Application for Partial Release of Easement, an official letter, it's called a "letter on encroachment", which allows participation of the property owner in the easement. Currently Oncor is not using the North Easement since they are using

the South Easement. I contacted the other utility easement participants such as ATT and got letters from them for the Partial Release of Easement Application.

George has written that he is trying "to help innocent people, their life savings, and address the limiting nature of their health circumstances. On the Building Setback issues, all setbacks have been resolved. On the Building Coverage, it is within limits. Impervious coverage is currently under review for Reasonable Accommodation."

Reasonable accommodation is generally granted to those with impairments, even though they do not currently have a disability, and it is also unlawful to discriminate against a person based on that person's association with a person with a disability. About my husband and I, we may be "regarded as" persons with impairments having had and having recurring issues of those impairments making them a chronic life safety issue.

I have chronic neck and shoulder pains that require spa treatment per my doctor's instruction. The indoor spa treatment helps alleviate pain and helps me do therapy at home without being outdoors. As I also have allergies to regular oak, cedar, and weed grass in Austin environment.

My husband suffers abdominal aortic aneurism and was in ICU for more than 2 weeks. He also had stent graft in his heart, and chronic back and neck pain due to the aneurism, the spa is therapeutic for his pain.

The project is requesting a Variance for a Fence to be granted that will allow our residence to remain intact from demolition and also a home where residents with children have suffered and suffering from disabling conditions; that their residence remain as is when modified by a contractor, and allowance of the wellness addition remain as is with the property fences currently near 8 feet in height, and remodeled to such as required. The areas around the Spa are within acceptable minimums for accessibility. We would also consider preserving the fence on the property to prevent accessibility to the Spa structure from the outside and eliminate hazardous possibilities. These conditions afford us, the residents, the full enjoyment of the premises, completed by those with disabilities at their own expense. The Homeowner's Association has expressed a positive remark about the construction, design, and location of the Fence, and so to those in the neighborhood. Supporting Letters are included.

Thank you.

Chuong Thai-Lazaro

*Chuong Thai-Lazaro*

828 Falkland Trace, Pflugerville TX 78660

Tel: [REDACTED]

Email: [REDACTED]

[REDACTED]

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**From:** Abbott, Nikkii [REDACTED]  
**Sent:** Friday, March 17, 2023 3:44 PM  
**To:** [REDACTED]  
**Subject:** RE: Master Comment Report 828 Falkland Trace Case#: 2022-166220 PR

Good afternoon,

We reviewed the address in question and this area is not in the Austin Energy electric service territory. Please reach out to your electric energy provider for additional assistance.

Feel free to contact me if you have any questions.

Have a nice weekend 😊

**Nikkii Abbott**

Customer Service Supervisor – Customer Solutions - Customer Services Management, Austin Energy  
Office [REDACTED] | Fax 512-505-4029

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**From:** Ruiz, Babette <[REDACTED]>  
**Sent:** Friday, March 17, 2023 9:49 AM  
**Cc:** Ruiz, Babette [REDACTED]  
**Subject:** FW: Master Comment Report 828 Falkland Trace Case#: 2022-166220 PR

Good morning,

We have a resident located in Pflugerville. He states its still considered apart of Austin. He has a few questions and the details of his concerns below. Only issue for me s to find out who is the owner of this equipment. If it even belongs to one of us. Please let me know if you have any questions and update me your status.

*Thank you,  
Babette Ruiz  
FSD – TARA, Executive Assistant*



**Financial Services Department**

Telecommunications & Regulatory Affairs

Tel 512.974.2420

Fax 512.974.2416

[Babette.Ruiz@austintexas.gov](mailto:Babette.Ruiz@austintexas.gov)

*Here to help.*

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**From:** g. [REDACTED]  
**Sent:** Thursday, March 16, 2023 2:43 PM  
**To:** Ruiz, Babette <[Babette.Ruiz@austintexas.gov](mailto:Babette.Ruiz@austintexas.gov)>  
**Cc:** 'Chuong Thai-Lazaro' <[REDACTED]>  
**Subject:** Master Comment Report 828 Falkland Trace Case#: 2022-166220 PR

You don't often get email from [g.ducas@mruckerindustries.com](mailto:g.ducas@mruckerindustries.com). [Learn why this is important](#)

\*\*\* External Email - Exercise Caution \*\*\*

**Dear Babette Ruiz:**

**Support for Tower & Telecommunications Regulatory Affair AustinTexas.Gov**

Thank you for taking my call yesterday.

I am writing about the property (single-family residence) located at 828 Falkland Trace, Pflugerville TX 78660. The property is under the jurisdiction of the City of Austin although it's in Pflugerville. The property owner was taken advantage of by a crooked contractor who built a Spa structure attached the owner's house without filing permits. They have asked me, an Architect to help them resolve code and ordinance violations of their Spa that that was built 5 feet into a 10-foot Setback and same 10-foot Telcom & Electrical Utility Easement on the North Side of property. Both husband and wife suffer from life limiting health issues and invested in the Spa via a mortgage for their health. The husband has had a heart attack, aneurism, and heart stent and wife suffers muscular skeletal problems (MSK). About the Setback, I have applied to Reasonable Accommodation for them which can eliminate the setback problem to a minimum of 5' where the Spa exists. About the easement, I am seeking letters of encroachment from the participants who have access to the utility easement which includes both electric and telecommunications companies. The letters would allow participation of the property owner in the utility easement.

I talked to Oncor Electric Yesterday with a person named Joshua Barber, Right of Way Senior Agent for Oncor. Oncor is sending to us for use in our Application for Partial Release of Easement, an official letter, it's called a letter on encroachment which allows participation of the property owner in the easement. Currently Oncor is not using the North Easement since they are using the South Easement. I need to contact the other utility easement participants and get letters from them for the Partial Release of Easement Application. In this effort I am asking you about telecommunications and how I can access those participants-companies that access the Telecommunications easement as we discussed yesterday. What I want is a successful application for Partial Release of Easement. As soon as I get the letter from Oncor (electrical), I will forward to you. I would like to include the telecommunications letters in the Application for Partial Release of Easement. I know the City of Austin has a legal process, meaning, their application process, and use the same application for Partial and Full Release of Easement. Since the property encroaches 5 feet of 10 feet, it seems to me a Partial Release of Easement is appropriate. As far as I and Oncor know,

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED] [ducas@mruckerindustries.com](mailto:ducas@mruckerindustries.com)

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## EXHIBIT "A"

## METES AND BOUNDS DESCRIPTION

## FOR

A 0.009 ACRE, OR 396 SQUARE FOOT, TRACT OF LAND SITUATED IN THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 163, IN TRAVIS COUNTY, TEXAS, BEING OUT OF LOT 1, BLOCK D, BALLANTYNE SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 201900101, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO CHUONG T. THAI-LAZARO & CHRISTIAN DAVID LAZARO, IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2020247564, OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING A PORTION OF THAT CERTAIN 10-FOOT WIDE ELECTRIC & TELECOMMUNICATION EASEMENT, DEDICATED IN SAID BALLANTYNE SUBDIVISION, SAID 0.009 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD83 (NA2011) EPOCH 2010.00:

**BEGINNING** at a cotton spindle found on a point in the north terminus line of Horborne Lane, a 50-foot wide public right-of-way out of said Ballantyne Subdivision, said point being the southwest corner of Lot 1B, Resubdivision of Lot 1, Block H, Spring Hill Village, a subdivision according to the plat recorded in Volume 67, Page 28, of the Plat Records of Travis County, Texas, same being the north line of said 10-foot wide Electric & Telecommunication Easement, also being the northwest corner of said Lot 1, Block D, Ballantyne Subdivision, for the northwest corner and **POINT OF BEGINNING** hereof;

**THENCE S 62°33'01" E**, departing the east right-of-way line of said Horborne Lane, along the south boundary line of said Lot 1B, same being the north line of said 10-foot wide Electric & Telecommunication Easement, also being the north boundary line of said Lot 1, Block D, for the northerly line hereof, a distance of **61.20 feet**, to an iron rod with cap marked "BASELINE INC" found in the south boundary line of said Lot 1B, same being the common northerly corner of said Lot 1, Block D and Lot 2, Block D, in said Ballantyne Subdivision, for the northeast corner hereof;

**THENCE S 27°32'32" W**, departing the south boundary line of said Lot 1B, along the common boundary line of said Lots 1 and 2, Block D, through the interior of said 10-foot wide Electric & Telecommunication Easement, for a portion of the easterly lines hereof, a distance of **1.60 feet**, to a calculated angle point hereof;

0.009 acre tract  
 Job No. 10056-23  
 June 8, 2023  
 Page 2 of 2

**THENCE**, departing the common boundary line of said Lot 1 and Lot 2, Block D, through the interior of said 10-foot wide Electric & Telecommunication Easement and through the interior of said Lot 1, Block D, for a portion of the easterly line hereof, the following four (4) courses and distances;

1. **N 62°59'37"W**, a distance of **46.35 feet**, to a calculated angle point hereof,
2. **S 27°33'45"W**, a distance of **3.90 feet**, to a calculated angle point hereof,
3. **S 62°26'15"E**, a distance of **40.11 feet**, to a calculated angle point hereof, and
4. **S 27°13'05"W**, a distance of **4.06 feet**, to a calculated angle point in the south line of said 10-foot wide Electric & Telecommunication Easement, for the southeast corner hereof;

**THENCE N 62°33'01" W**, along the south line of said 10-foot wide Electric & Telecommunication Easement, continuing through the interior of said Lot 1, Block D, for the southerly line hereof, a distance of **54.99 feet**, to a calculated angle point in the east right-of-way line of said Horborne Lane, same being the west boundary line of said Lot 1, Block D, for the southwest corner hereof;

**THENCE N 27°34'31"E**, along the east right-of-way line of said Horborne Lane, same being the west boundary line of said Lot 1, Block D, over and across said 10-foot wide Electric & Telecommunication Easement, for the westerly line hereof, a distance of **10.00 feet**, to the **POINT OF BEGINNING**, and containing 0.009 acres in Travis County, Texas, said tract being described in accordance with a survey made on the ground and a survey map prepared by Geonet of Texas, LLC, under the supervision of Josue B. Miranda Ortiz, Registered Professional Land Surveyor, License No. 6637, State of Texas, Job No. 10056-23, on June 8, 2023.

Witness my hand this to the City of Austin:

I, Josue B. Miranda-Ortiz, licensed to practice Land Surveying in the State of Texas, hereby certify that the foregoing metes and bounds legal description and sketch were based on an on the ground survey, that all visible and apparent protrusions and encroachments into the easement area are accounted for, including but not limited to building footprint, eaves and roof overhangs and all visible improvements whatsoever.

Witness my hand and seal this June 8, 2023.

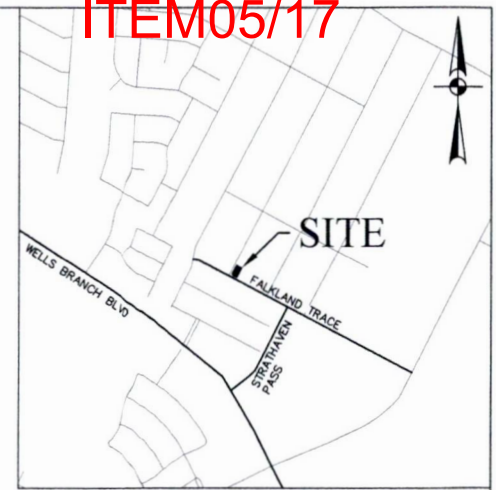
Prepared by: Geonet of Texas, LLC  
 Date: April 28, 2023.  
 Job No.: 10056-23  
 TBPELS Firm Registration No. 10194782  
 TCAD PARCEL NO. 0270281602  
 AUSTIN GRID: N37



ITEM05/17

## EXHIBIT OF



A 0.009 ACRE, OR 396 SQUARE FOOT, TRACT OF LAND SITUATED IN THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 163, IN TRAVIS COUNTY, TEXAS, BEING OUT OF LOT 1, BLOCK D, BALLANTYNE SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 201900101, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO CHUONG T. THAI-LAZARO & CHRISTIAN DAVID LAZARO, IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2020247564, OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING A PORTION OF THAT CERTAIN 10-FOOT WIDE ELECTRIC & TELECOMMUNICATION EASEMENT, DEDICATED IN SAID BALLANTYNE SUBDIVISION.








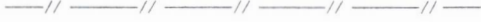




## VICINITY MAP

SCALE 1" = 2,000'

## ABBREVIATIONS:

CONC.	CONCRETE
ELEC.	ELECTRIC
FD.	FOUND
I.R.	IRON ROD
(GOT)	GEONET OF TEXAS CAP
VOL.	VOLUME
PG.	PAGE
DOC. NO.	DOCUMENT NUMBER
R.O.W.	RIGHT-OF-WAY
E.T.E.	ELECTRIC & TELECOMMUNICATION TRAVIS COUNTY, TEXAS
P.U.E.	PUBLIC UTILITY EASEMENT
D.R.	DEED RECORDS OF TRAVIS COUNTY, TEXAS
P.R.	PLAT RECORDS OF TRAVIS COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
	MONUMENT FOUND (AS NOTED)
	1/2" I.R. WITH CAP MARKED "GEONET OF TEXAS" SET

## LEGEND

	GATE (SIZE AS NOTED)
	2.5' GI 2.5-FOOT SQ. GRATE INLET
	STMH STORM DRAIN MANHOLE
	UPT UTILITY POLE & TRANSFORMER
	CHAIN LINK FENCE
	WOOD FENCE
	OVERHEAD ELEC.
	BOUNDARY LINE
	ADJOINER LINE
	EXISTING EASEMENT LINE

## NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES & BOUNDS DESCRIPTION. SEE ATTACHED METES & BOUNDS DESCRIPTION; MB-10056-23\_0.009AC-ETC\_ESMT\_PART\_REL-R2
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. ADJOINERS SHOWN FOR INFORMATION PURPOSE ONLY.
4. TCAD PARCEL NO. 0270281602
5. AUSTIN GRID: N37

## WITNESS MY HAND THIS TO THE CITY OF AUSTIN:

I, JOSUE B. MIRANDA-ORTIZ, LICENSED TO PRACTICE LAND SURVEYING IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE FOREGOING METES AND BOUNDS LEGAL DESCRIPTION AND SKETCH WERE BASED ON AN ON THE GROUND SURVEY, THAT ALL VISIBLE AND APPARENT PROTRUSIONS AND ENCROACHMENTS INTO THE EASEMENT AREA ARE ACCOUNTED FOR, INCLUDING BUT NOT LIMITED TO BUILDING FOOTPRINT, EAVES AND ROOF OVERHANGS AND ALL VISIBLE IMPROVEMENTS WHATSOEVER.

WITNESS MY HAND AND SEAL THIS JUNE 8, 2023.

DATE: JUNE 8, 2023  
JOB NO. 10056-23 (R-2)

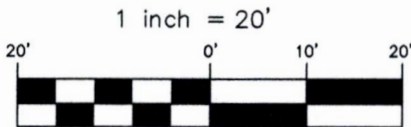


GEONET OF TEXAS, LLC  
TBPELS FIRM REGISTRATION  
NO. 10194782  
1308 NOKOTA BEND  
GEORGETOWN, TX 78626



JOSUE B. MIRANDA ORTIZ, R.P.L.S. NO. 6637  
STATE OF TEXAS  
GEONET OF TEXAS, LLC  
TBPELS FIRM REGISTRATION NO. 10194782

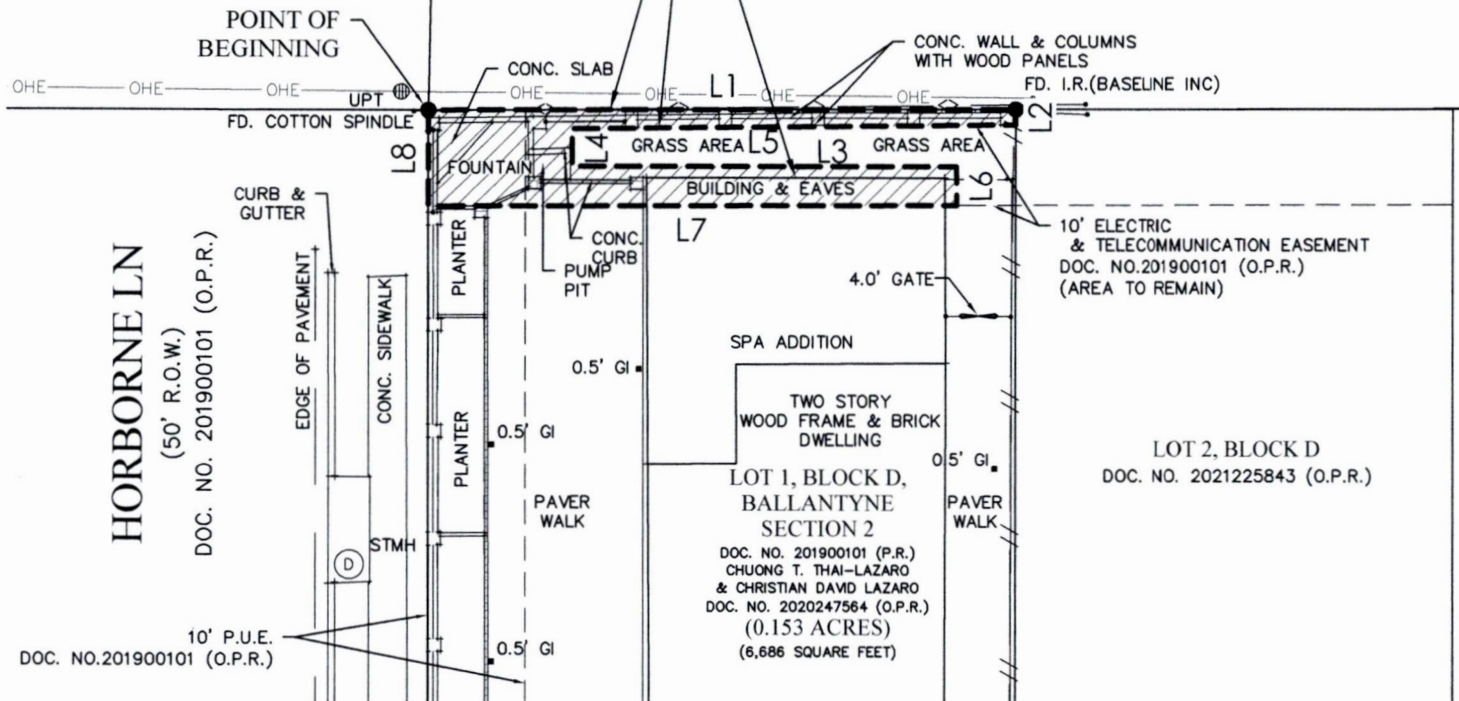
Client  
CHUONG T. THAI-LAZARO  
828 FALKLAND TRACE  
PFLUGERVILLE TX 78660  
Sheet No.  
1 OF 2  
Title  
PARTIAL EASEMENT  
RELEASE EXHIBIT



A 0.009 ACRE, OR 396 SQUARE FOOT, TRACT OF LAND SITUATED IN THE L.C. CUNNINGHAM SURVEY, ABSTRACT NO. 163, IN TRAVIS COUNTY, TEXAS, BEING OUT OF LOT 1, BLOCK D, BALLANTYNE SECTION 2, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 201900101, OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO CHUONG T. THAI-LAZARO & CHRISTIAN DAVID LAZARO, IN SPECIAL WARRANTY DEED WITH VENDOR'S LIEN RECORDED IN DOCUMENT NO. 2020247564, OF SAID OFFICIAL PUBLIC RECORDS, ALSO BEING A PORTION OF THAT CERTAIN 10-FOOT WIDE ELECTRIC & TELECOMMUNICATION EASEMENT, DEDICATED IN SAID BALLANTYNE SUBDIVISION.

LINE TABLE		
LINE NO.	BEARING	LENGTH
L1	S62°33'01"E	61.20'
L2	S27°32'32"W	1.60'
L3	N62°59'37"W	46.35'
L4	S27°33'45"W	3.90'
L5	S62°26'15"E	40.11'
L6	S27°13'05"W	4.06'
L7	N62°33'01"W	54.99'
L8	N27°34'31"E	10.00'

PARTIAL RELEASE OF  
ELECTRIC AND TELECOMMUNICATION  
EASEMENT (PORTION TO BE RELEASED)  
0.009 ACRE  
(396 SQUARE FEET)  
SLANT-HATCH AREA



DATE: JUNE 8, 2023  
JOB NO. 10056-23 (R-2)



Client  
CHUONG T. THAI-LAZARO  
828 FALKLAND TRACE  
PFLUGERVILLE TX 78660  
Sheet No.  
2 OF 2  
Title  
PARTIAL EASEMENT  
RELEASE EXHIBIT

JOSUE B. MIRANDA ORTIZ, R.P.L.S. NO. 6637  
STATE OF TEXAS  
GEONET OF TEXAS, LLC  
TBPELS FIRM REGISTRATION NO. 10194782



## **ENCROACHMENT PERMIT**

THIS PERMIT is issued as of the 24th day of March, 2023 by Southwestern Bell Telephone Company d/b/a AT&T Texas ("AT&T") to Chuong Thai-Lazaro (Permittee").

## **TERMS AND CONDITIONS**

### **1. Purpose and Scope of Permit**

AT&T hereby allows and permits Permittee the non-exclusive use of certain lands hereinafter described for the following purpose, subject to the conditions and stipulations herein set forth:

Permittee is allowed to:

### **2. Encroachment Location**

828 Falkland Trace, Pflugerville, TX 78660

### **3. Risk of Entry**

AT&T makes no warranty whatsoever as to physical conditions which exist now, or may exist hereafter, at said Encroachment Location(s) and Permittee accepts said Encroachment Location(s) "AS IS" and agrees to enter thereupon at Permittee's own risk.

### **4. Permittee's Duties**

By accepting this Permit, Permittee agrees, without qualification or limitation:

- (a) to make no modifications or additions to its facilities at the Encroachment Location(s) without first obtaining AT&T's prior written consent;
- (b) to comply with the Texas Underground Facility Damage Prevention and Safety Act, Texas Utilities Code, Section 251.001, et seq., prior to performing any construction, demolition or repairs at the Encroachment Location(s);
- (c) to not use at the encroachment location(s) any tool, equipment, or machinery capable of being operated within ten (10) feet of cable lines;
- (d) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T;
- (e) to assume all risks of and relieve AT&T of any and all liability for loss of damage to property or facilities installed by it and any other financial loss sustained by it;
- (f) to indemnify, defend and hold harmless AT&T from and against any and all claims, demands, actions, losses, damages, assessments, charges, judgments, liabilities, settlement liabilities, costs and expenses (including, without limitation, interest, penalties, and reasonable attorneys' fees and disbursements) that may from time to time be suffered or incurred by, or asserted against AT&T because of any personal injury, including death, to any person or loss of, physical damage to or loss of use of real or tangible personal property, or for any financial loss of whatever nature, in any way arising out of or in connection with this Permit or activities undertaken pursuant to this Permit, whether caused by the acts, negligence or willful misconduct of Permittee, its agents, employees, representatives, contractors, permitted assigns, or those under Permittee's control or by failure to perform the covenants or conditions of this Permit. Permittee's obligations to indemnify and hold harmless shall survive any termination or abandonment of this Permit. For purposes of indemnifications set forth in this Permit, "AT&T" means AT&T, its affiliates, subsidiaries, parent, successors and assigns and its and their employees, directors, officers, agents, contractors and subcontractors;
- (g) to neither cause nor permit use of the rights herein granted by any other person except Permittee's lawful successors, and if Permittee is a utility company, any transferee of the utility system (or operating component of a utility system) of which the Permittee's facilities at the Encroachment Location(s) are a part;
- (h) that AT&T retains all of its rights with respect to its property, right-of-way or easement. Specifically, AT&T retains the right to access its

telecommunications facilities to repair, maintain or augment its telecommunications network. Any damage to Permittee's facilities as a result of AT&T's exercise of its rights with respect to its property, right-of-way or easement shall be the sole responsibility of Permittee;

- (i) to not use, have present nor transport on or about the Encroachment Location(s) any hazardous or toxic materials, wastes or substances or any pollutants or contaminants ("Hazardous Substances"), without the prior express written consent of AT&T. If at any time during the term of this Permit, Permittee knows or has reason to believe that any Hazardous Substances have come, or will come, to be located upon, about, or underneath the Encroachment Location(s), then Permittee shall, as soon as reasonably possible, give verbal and written notice of that condition to AT&T. Permittee covenants to investigate, clean-up and otherwise remediate any release of such Hazardous Substances by Permittee, its agents, employees, representatives, contractors, permitted assigns, or those under Permittee's control at Permittee's cost and expense. Permittee shall notify AT&T prior to commencing any clean-up or remediation; and
- (j) NOTWITHSTANDING ANY PROVISION OF THIS PERMIT TO THE CONTRARY, EXCEPT AS SET FORTH IN PARAGRAPH 4(f), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS OF CUSTOMERS OR OF ANY OTHER THIRD PARTIES, OCCASIONED BY ANY CAUSE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY.

## **5. Incompatible Facilities**

This Permit is issued by AT&T and accepted by Permittee with the mutual belief that the facilities of each can exist at the Encroachment Location(s) in the form contemplated when this Permit was issued without disruption to the other. If at anytime for any reason Permittee's facilities are determined in AT&T's judgment to be incompatible with AT&T's then existing or then proposed facilities, Permittee agrees it shall cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in AT&T's judgment is necessary.

## **6. Fee Title: Superiority of Prior Interest**

If neither AT&T nor Permittee own fee simple title to the lands at the Encroachment Location(s), the authorization required by Permittee from the fee simple owner shall be obtained at Permittee's sole cost. In any judicial construction of this Permit, it shall be recognized that AT&T, by virtue of prior rights and prior possession and by virtue of this Permit, shall enjoy with respect to the Encroachment Location(s) rights superior to those of Permittee.

## **7. Cost**

This permit is issued by AT&T and accepted by Permittee with the understanding that Permittee's use of the permission herein granted shall not result in any cost to AT&T. No claims for payment or performance shall be made of AT&T by Permittee and any expenses incurred by AT&T related to Permittee's exercise of the rights herein permitted shall be promptly reimbursed to AT&T by Permittee. In enforcing this permit against Permittee, AT&T shall be entitled to collect reasonable attorney's fees, court costs and interest on the principal sum.

## **8. Notices**

Except as expressly otherwise provided, any demand, notice or other communication to be given to a party in connection with this Permit shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other.

**AT&T:**           **Pamela Johnson**  
                       **817 W North Loop, 2<sup>nd</sup> Floor**  
                       **Austin, TX 78756**

**Permittee:**       **Chuong Thai-Lazaro**  
                       **828 Falkland Trace**  
                       **Pflugerville, TX 78660**

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested, or by commercial overnight delivery service on the date of receipt thereof.

### 9. Successors and Assigns

The permission hereby given shall be binding upon the heirs, administrators, executors and assigns of both parties.

IN WITNESS WHEREOF, the parties have executed this Permit as of the date first above set forth.

Southwestern Bell Telephone Company

By: Pamela Johnson  
 Name: Pamela Johnson  
 Title: Manager Engineering

Permittee:

By: Chuong Thai-Lazaro  
 Name: Chuong Thai-Lazaro  
 Title: Property Owner

### Individual(s) Acknowledgement

STATE OF TEXAS  
 COUNTY OF Travis

On this 24<sup>th</sup> day of March <sup>PB</sup>, 2023, before me personally appeared to me Pamela Johnson who executed the foregoing instrument and acknowledged that he (or they) executed the same as his (or their) free act and deed.

[Signature]  
 Notary Public

