

CASE# CL5-2014-0068
ROW# 11123090
TAX# 0219090807

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

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

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

STREET ADDRESS: 815 Keasbey street. Austin, Texas 78751

LEGAL DESCRIPTION: Subdivision – Ridgetop Annex

Lot(s) part of lot 8 and lot 9 Block 8 Outlot Division

I/We Truc Nguyen on behalf of myself

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

(check appropriate items below)

 ERECT ATTACH COMPLETE x REMODEL MAINTAIN

This is to apply for variances of minimum lot size, front and side setback dimension, imp. cover, lot size, bldg cover

No plan to change the existing structure. Only internal renovation to re-wire some electrical outlets and

AC ductings

6F-3-CO-NP
in a Hancock district.
(zoning district)

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

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

REASONABLE USE:

1. The zoning regulations applicable to the property do not allow for a reasonable use because:
There's already existing residential property on the lot
-

HARDSHIP:

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

I bought the house early January without knowing it's not meeting the zoning requirement therefore
I'm requesting this variance approval in the application

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

This lot was sub-divided from lot 8 and lot 9 per survey attached.

AREA CHARACTER:

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

No impact to adjacent properties since there's no alteration to the external structure. We've cleaned
up and will repainted the exterior to make it look better

PARKING: (Additional criteria for parking variances only.)

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

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

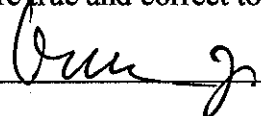
2. The granting of this variance will not result in the parking or loading of vehicles on public streets in such a manner as to interfere with the free flow of traffic of the streets because:

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

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

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

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

Signed  Mail Address 1341 E. Creekview drive_

City, State & Zip Salado, Texas 7671

Printed Truc Nguyen Phone 254-231-2678 Date 4/10/2014




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

Signed  Mail Address 1341 E. Creekview drive_

City, State & Zip Salado, Texas 7671

Printed Truc Nguyen Phone 254-231-2678 Date 4/10/2014



-  SUBJECT TRACT
-  PENDING CASE
-  ZONING BOUNDARY

CASE#: C15-2014-0068
Address: 815 KEASBEY ST



1" = 167'

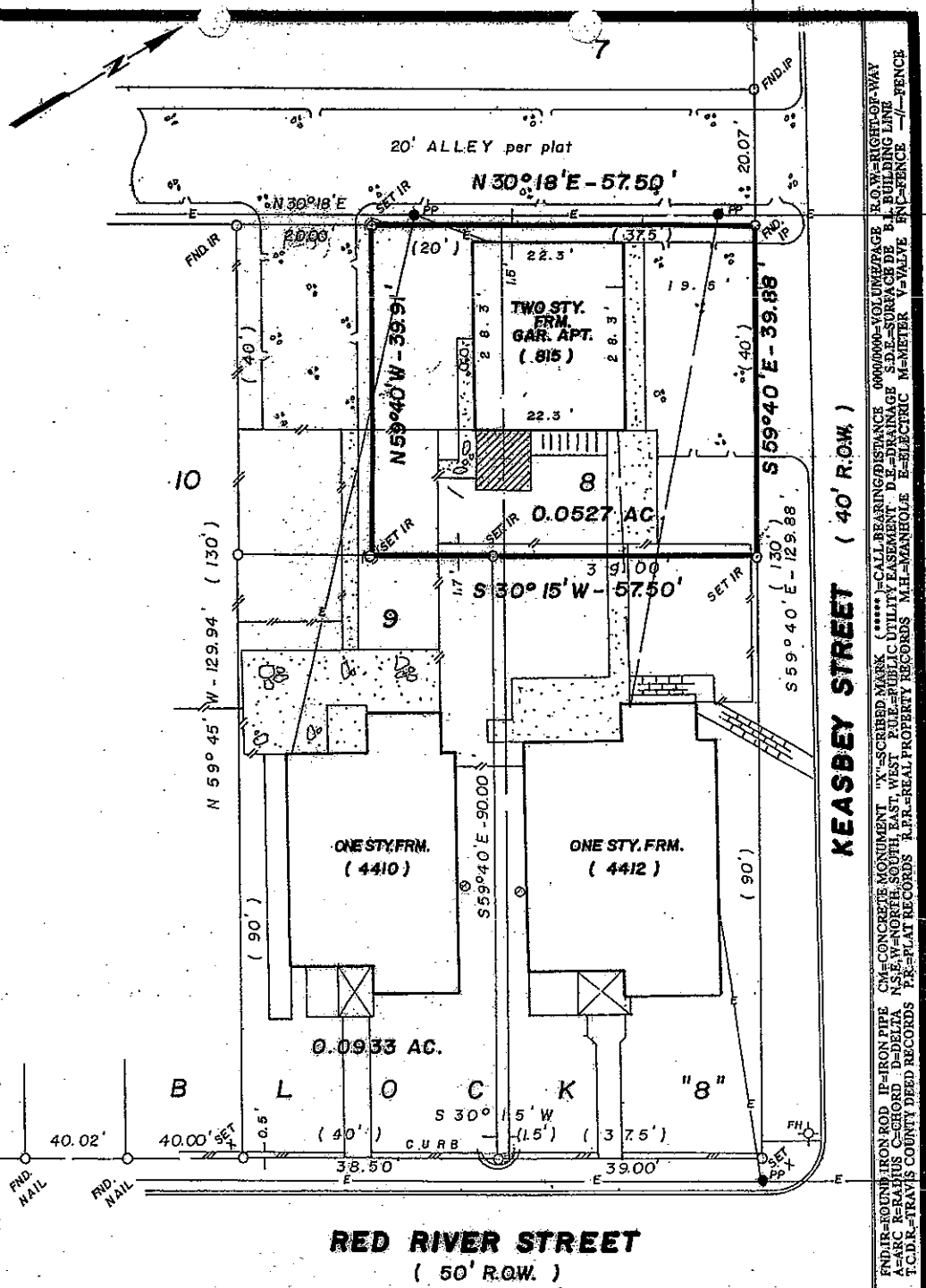
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

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.

*NOTE: (1) Lot is subject to Restrictive Covenants as recorded in Vol. 634, Pg. 116; Vol. 658, Vol. 441; Vol. 853, Pg. 33, TC.D.R.

(2) Blanket Electric & Telephone Easement (on parent tract) recorded in Vol. 556, Pg. 111, TC.D.R.

(3) Subject Property DOES NOT lie within the limits of a special flood hazard zone, as determined from F.E.M.A. Flood Insurance Rate Map, Community No. 480624, as shown on Consolidated Map 48453C0165-B, dated June 16, 1993 (Zone "X").



LEGAL DESCRIPTION: Being all that certain 0.0527 acre tract or parcel of land out of and part of Lot 8 and Lot 9, Block 8, RIDGETOP ANNEX, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 2, Page 211, Travis County Plat Records, and being more particularly described in the attached Exhibit "A".

PURCHASER: ROLON

TITLE CO.: FIRST AMERICAN

ADDRESS: 815 KEASBEY STREET

G. F. NO.: 1498013

I hereby certify that this plat represents a correct survey made upon the ground under my supervision on MAY 16 19 97, and that there are no encroachments upon subject property, except as shown hereon, and that all improvements and all visible and apparent easements are shown hereon, and that subject property has access to and from a dedicated roadway and that said survey conforms to current Texas Board of Land Surveying Standards.

Robert M. Sherrod, R.P.L.S., State of Texas No. 251

NOTE NO CHANGES 4-30-98

Page 1 of 2 Pages

G · E · O
A GEOGRAPHICAL
LAND SERVICES CO.

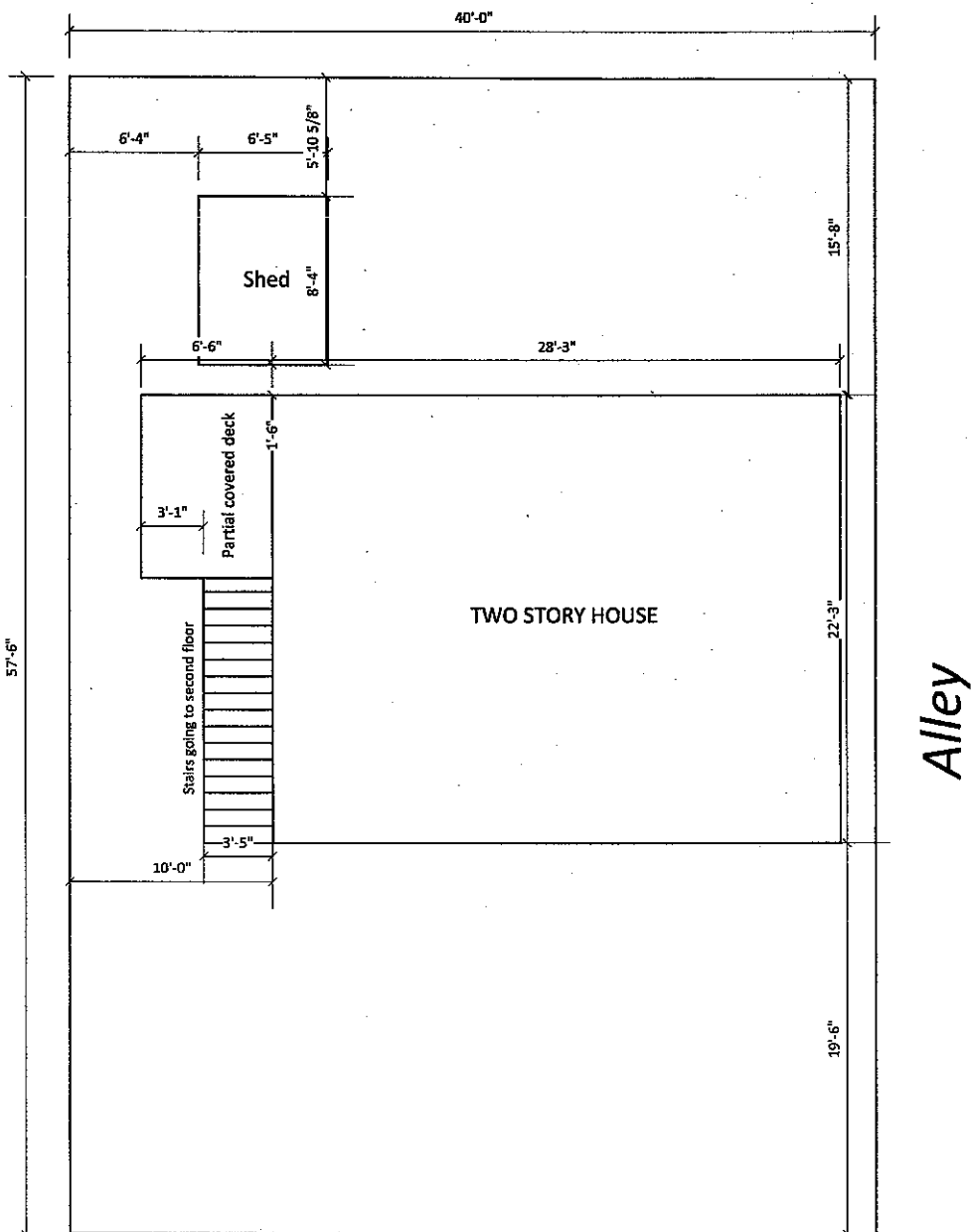
4412 SPICEWOOD SPRINGS ROAD,
SPICEWOOD BUSINESS CENTER
SUITE 1002
AUSTIN, TEXAS 78759
(512) 343-9GEO

DATE 5-16-97

SCALE 1"=20'

FILED WA

JOB NO. 977067-C



Keasbey Street

Existing plot plan

Scale

1" = 7'

112
FILM CODE
00005684930

RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS: That C. Howard Leveritt being the legal owner and holder of that certain promissory note in the original principal sum of \$28,000.00 and date February 25, 1991, and described in the Deed of Trust executed in favor of Peter B. Dickens, Trustee, dated February 25, 1991, record in Vol. 11380, page 1068, Record of Travis County, Texas, covering the following described property situated in Travis County, Texas,

The South 80' of Lot 1, Block "A", CAPITAL HEIGHTS, an addition in the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Book 2, Page 224, Plat Records of Travis County, Texas, and being more particularly described by metes and bounds on the attached Exhibit "A",

does hereby acknowledge payment in full of said note, both principal and interest, and does hereby release, remise and discharge the property described in said deed of trust above mentioned and does hereby declare said property fully and completely released of any and all liens owned or held, by the undersigned by virtue of said deed of trust and the record thereof securing said note.


C. Howard Leveritt

on this, the 15th day of January, 1998.

This instrument was acknowledged before me on

Jan. 15, 1998, 1998 by C. Howard Leveritt.


Notary Public

Welda Johnson
Print name

My Commission expires:

Notary Public, Dallas County, Georgia
My Commission Expires July 18, 1999

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13119 0191

original

EXHIBIT "A"

The South Eighty (80) feet of Lot No. One (1), in Block "A", CAPITAL HEIGHTS, an addition in the City of Austin, described by metes and bounds as follows:

BEGINNING at an iron pipe found at the Southeast corner of said Lot 1, Block A, being at the intersection of Jewell Street and Bouldin Avenue, and being the Southeast corner of the herein described tract;

THENCE, with the North line of Jewell Street, the South line of Lot 1, N 59 deg. 11' W, 46.34 feet to an iron pipe found at the Southwest corner of said Lot 1, for the Southwest corner of the herein described tract;

THENCE, with the West line of said Lot 1, N 21 deg. 00' E, 80.00 feet to an iron pipe found for the Northwest corner of the herein described tract;

THENCE, crossing said Lot 1, S 59 deg. 11' E, 46.34 feet to an iron stake found in the West line of Bouldin Avenue for the Northeast corner of the herein described tract;

THENCE, along Bouldin Avenue, S 21 deg. 00' W, 80.00 feet to the PLACE OF BEGINNING.

Rot: MARTHA L. DAVIES
3317 PERRY LN.
AUSTIN TX 78731

FILED

98 FEB 12 AM 9:45

DANA DEERHOFER
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATEMENTS
I hereby certify that this instrument was duly recorded in the public records of Travis County, Texas, on the 12th day of February, 1998, at 9:45 AM, and that the same is a true and correct copy of the original as recorded in the public records of Travis County, Texas, on the 12th day of February, 1998, at 9:45 AM.

FEB 12 1998



COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECEIVED: 2/12/98 10:04 AM
CASSIDY: 2/12/98 10:04 AM
PAID BY CHECK 94

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

13119 0192

DOC. NO.

91015220

DEED OF TRUST

13.00 TM
2 4 02/25/1
910152.20-004
8.83-000

4:48 PM 4828

Date: FEBRUARY 25 1991

Grantor: CHRISTOPHER S. DAVIES and wife, MARTHA L. DAVIES

Grantor's Mailing Address (including county):

3317 PERRY LANE
AUSTIN, TEXAS 78731

(TRAVIS COUNTY)

Trustee: PETER B. DICKENS

Trustee's Mailing Address (including county):

1000 WEST AVENUE, SUITE 104
AUSTIN, TEXAS 78701

(TRAVIS COUNTY)

Beneficiary: C. HOWARD LEVERITT

Beneficiary's Mailing Address (including county):

BOX 972
DECATUR, GEORGIA 30031

(DEKALE COUNTY)

Note(s)

Date: FEBRUARY 25 1991

Amount: \$28,000.00

Maker: CHRISTOPHER S. DAVIES and wife, MARTHA L. DAVIES

Payee: C. HOWARD LEVERITT

Final Maturity Date: FEBRUARY 1, 2021

Terms of Payment (optional):

AS PROVIDED IN THE NOTE.

Property (including any improvements):

The South 80' of Lot 1, Block "A", CAPITAL HEIGHTS, an addition in the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Book 2, Page 224, Plat Records of Travis County, Texas, and being more particularly described by metes and bounds on the attached Exhibit "A".

Prior Liens (including recording information):

NONE.

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term note includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term Grantor shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:

IN REDEMPTION AND EXTENSION, BUT NOT IN EXTINGUISHMENT OF THAT CERTAIN INDEBTEDNESS DESCRIBED IN EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ALL PURPOSES AND GRANTORS HEREBY EXPRESSLY ACKNOWLEDGE THAT THE LIEN(S) SECURING SAID INDEBTEDNESS IS/ARE VALID AND SUBSISTING AGAINST THE PROPERTY HEREIN DESCRIBED AND IS/ARE HEREBY RENEWED, EXTENDED AND CONTINUED IN FULL FORCE AND EFFECT TO SECURE THE PAYMENT OF THE NOTE DESCRIBED HEREIN.


CHRISTOPHER S. DAVIES


MARTEA L. DAVIES

EXHIBIT "A"

The South Eighty (80) feet of Lot No. One (1), in Block "A", CAPITAL HEIGHTS, an addition in the City of Austin, described by metes and bounds as follows:

BEGINNING at an iron pipe found at the Southeast corner of said Lot 1, Block A, being at the intersection of Jewell Street and Bouldin Avenue, and being the Southeast corner of the herein described tract;

THENCE, with the North line of Jewell Street, the South line of Lot 1, N 59 deg. 11' W, 46.34 feet to an iron pipe found at the Southwest corner of said Lot 1, for the Southwest corner of the herein described tract;

THENCE, with the West line of said Lot 1, N 21 deg. 00' E, 80.00 feet to an iron pipe found for the Northwest corner of the herein described tract;

THENCE, crossing said Lot 1, S 59 deg. 11' E, 46.34 feet to an iron stake found in the West line of Bouldin Avenue for the Northeast corner of the herein described tract;

THENCE, along Bouldin Avenue, S 21 deg, 00' W, 80.00 feet to the PLACE OF BEGINNING.

EXHIBIT "B"

RENEWAL AND EXTENSION (Refinance)

The Note secured by the attached Deed of Trust evidences the sum of \$28,000.00 CASH advanced by C. HOWARD LEVERITT (Beneficiary) to CHRISTOPHER S. DAVIES and wife, MARTHA L. DAVIES (Grantors) and used by Grantors to renew, extend and rearrange a certain promissory note in the original principal sum of \$30,400.00 dated December 1, 1980, executed by DEBORA BARANOVICHT and CATALINA BARANOVICHT, both being unmarried persons, and originally payable to the order of MASON-McDUFFIE CO. OF TEXAS, a Texas Corporation, which note is more fully described in and secured by a Deed of Trust of even date therewith recorded in Volume 7218, Page 397, Deed of Trust Records, Travis County, Texas, and re-recorded in Volume 7281, Page 513, Deed of Trust Records of Travis County, Texas, which Deed of Trust provides for a lien against the subject property described in the attached Deed of Trust; and, which promissory note and liens securing it have been transferred and assigned to MERCANTILE NATIONAL BANK AT DALLAS AS TRUSTEE FOR THE AUSTIN HOUSING FINANCE CORPORATION by instrument dated February 25, 1981, recorded in Volume 7341, Page 309, Real Property Records of Travis County, Texas.

FILED

FEB 25 4 39 PM '91

DANA L. GLENN
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF TRAVIS
I, County Clerk, have this instrument filed on the 25th day of February, 1991, at the time and place provided by law, and the same is hereby recorded in the Public Records of Travis County, Texas, on the 25th day of February, 1991.

FEB 25 1991



REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11380 1073