

ZONING BOARD OF ADJUSTMENT, PANEL B
WEDNESDAY, JUNE 29, 2016
AGENDA

BRIEFING	5ES 1500 MARILLA STREET DALLAS CITY HALL	11:00 A.M.
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PUBLIC HEARING	COUNCIL CHAMBERS 1500 MARILLA STREET DALLAS CITY HALL	1:00 P.M.
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Donna Moorman, Chief Planner
Steve Long, Board Administrator

MISCELLANEOUS ITEM

Approval of the May 18, 2016 Board of Adjustment Panel B Public Hearing Minutes	M1
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UNCONTESTED CASES

BDA156-059(SL)	2824 Cole Avenue REQUEST: Application of Shideh Sharifi, represented by Elsie Thurman, for a special exception to restore a nonconforming use	1
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BDA156-064(SL)	4802 Dorset Road REQUEST: Application of Robert Baldwin of Baldwin and Associates for a special exception to the fence height regulations	2
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BDA156-066(SL)	10650 Strait Lane REQUEST: Application of Nancy Rodriguez for a special exception to the fence height regulations	3
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BDA156-069(SL)	4105 W. Lawther Drive REQUEST: Application of Jeffrey R. Bragalone, represented by Signe Smith, for a variance to the height regulations	4
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HOLDOVER CASE

BDA156-046(SL) 504 N. St. Paul Street 5
REQUEST: Application of Robert Baldwin of Baldwin and Associates for a special exception to the visual obstruction regulations

REGULAR CASE

BDA156-058(SL) 10141 E. Northwest Highway 6
REQUEST: Application of Jonathan Spencer for special exceptions to the landscape and off-street parking regulations

EXECUTIVE SESSION NOTICE

The Commission/Board may hold a closed executive session regarding any item on this agenda when:

1. seeking the advice of its attorney about pending or contemplated litigation, settlement offers, or any matter in which the duty of the attorney to the Commission/Board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Texas Open Meetings Act. [Tex. Govt. Code §551.071]
2. deliberating the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.072]
3. deliberating a negotiated contract for a prospective gift or donation to the city if deliberation in an open meeting would have a detrimental effect on the position of the city in negotiations with a third person. [Tex. Govt. Code §551.073]
4. deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee unless the officer or employee who is the subject of the deliberation or hearing requests a public hearing. [Tex. Govt. Code §551.074]
5. deliberating the deployment, or specific occasions for implementation, of security personnel or devices. [Tex. Govt. Code §551.076]
6. discussing or deliberating commercial or financial information that the city has received from a business prospect that the city seeks to have locate, stay, or expand in or near the city and with which the city is conducting economic development negotiations; or deliberating the offer of a financial or other incentive to a business prospect. [Tex. Govt. Code §551.086]

FILE NUMBER: BDA156-059(SL)

BUILDING OFFICIAL'S REPORT: Application of Shideh Sharifi, represented by Elsie Thurman, for a special exception to restore a nonconforming use at 2824 Cole Avenue. This property is more fully described as part of Lot 6 & 7, Block 963, and is zoned PD 193, PDS 2, Tract A, which limits the legal uses in a zoning district. The applicant proposes to restore a nonconforming office use, which will require a special exception to the nonconforming use regulations.

LOCATION: 2824 Cole Avenue

APPLICANT: Shideh Sharifi
Represented by Elsie Thurman

REQUEST:

A request for a special exception to restore/reinstate nonconforming use rights for an office use on the subject site that was discontinued for a period of six months or more is made to obtain a Certificate of Occupancy (CO) for this use.

STANDARD FOR A SPECIAL EXCEPTION TO OPERATE A NONCONFORMING USE IF THAT USE IS DISCONTINUED FOR SIX MONTHS OR MORE: The Dallas Development Code states that the Board may grant a special exception to operate a nonconforming use that has been discontinued for six months or more if the owner can show that there was a clear intent not to abandon the nonconforming use even though the use was discontinued for six months or more.

STAFF RECOMMENDATION:

No staff recommendation is made on this or any request for a special exception to operate a nonconforming use if that use is discontinued for six months or more since the basis for this type of appeal is based on whether the board determines that there was a clear intent not to abandon the nonconforming use even though the use was discontinued for six months or more.

BACKGROUND INFORMATION:

Zoning:

Site: PD 193 (PDS 2, Tract A) (Planned Development)
North: PD 193 (PDS 45) (Planned Development)
South: PD 193 (PDS 2, Tract A) (Planned Development)
East: PD 193 (PDS 2, Tract A) (Planned Development)

West: PD 193 (PDS 2, Tract B) (Planned Development)

Land Use:

The subject site is developed with a vacant structure. The area to the north is developed with a public school (William Travis Academy); and the areas to the east, south, and west are developed with multifamily uses.

Zoning/BDA History:

There has not been any recent related board or zoning cases recorded either on or in the immediate vicinity of the subject site.

GENERAL FACTS/STAFF ANALYSIS:

- This request focuses on restoring/reinstating nonconforming use rights for an office use that has been discontinued for six months or more in order for the applicant to obtain a Certificate of Occupancy (CO) for this use.
- The Dallas Development Code defines “nonconforming use” as “a use that does not conform to the use regulations of this chapter, but was lawfully established under the regulations in force at the beginning of operation and has been in regular use since that time”.
- The nonconforming use regulations state it is the declared purpose of the nonconforming use section of the code that nonconforming uses be eliminated and be required to comply with the regulations of the Dallas Development Code, having due regard for the property rights of the persons affected, the public welfare, and the character of the surrounding area.
- The nonconforming use regulations also state that the right to operate a nonconforming use ceases if the nonconforming use is discontinued for six months or more, and that the board of adjustment may grant a special exception to operate a nonconforming use that has been discontinued for six months or more if the owner can show that there was a clear intent not to abandon the nonconforming use even though the use was discontinued for six months or more.
- The subject site is zoned PD 193 (PDS 2, Tract A) – a zoning district that does not permit an office use at this location.
- A document has been included in the case file that states the office use at 2824 Cole Avenue has been identified by Building Inspection to be a nonconforming use.
- Building Inspection has stated that these types of special exception requests originate from when an owner/officer related to the property applies for a CO and Building Inspection sees that the use is a nonconforming use. Before a CO can be issued, the City requires the owner/officer related to the property to submit affidavits stating that the use was not abandoned for any period in excess of 6 months since the issuance of the last valid CO. The owners/officers must submit documents and records indicating continuous uninterrupted use of the nonconforming use, which in this case, they could not.

- If the Board were to grant this request, the nonconforming office use on the site would be subject to the possibility of an application that could be brought to the Board of Adjustment requesting that the board establish a compliance date as is the case with any other nonconforming use in the city.
- The applicant could achieve conforming use status for the office use on the site with a change in zoning from the City Council.
- The owner could develop the site with any use that is permitted by right in the site's existing PD 193 (PDS 2) zoning classification.
- The applicant has stated among other things that the applicant's business tenants abandoned the property without notification while the applicant was out of the country in August of 2015; the property had to be repaired due to neglect of the premises which caused a 6 month time lapse.
- The applicant has the burden of proof in establishing the following related to the special exception request:
 - There was a clear intent not to abandon the nonconforming office use on the subject site even though the use was discontinued for six months or more.
- Granting this request would reinstate/restore the nonconforming office use rights that were lost when the use was abandoned for a period of six months or more.
- If restored/reinstated, the nonconforming use would be subject to compliance with use regulations of the Dallas Development Code by the Board of Adjustment as any other nonconforming use in the city. (The applicant has been advised by staff of Section 51A-4.704 which is the provision in the Dallas Development Code pertaining to "Nonconforming Uses and Structures").

Timeline:

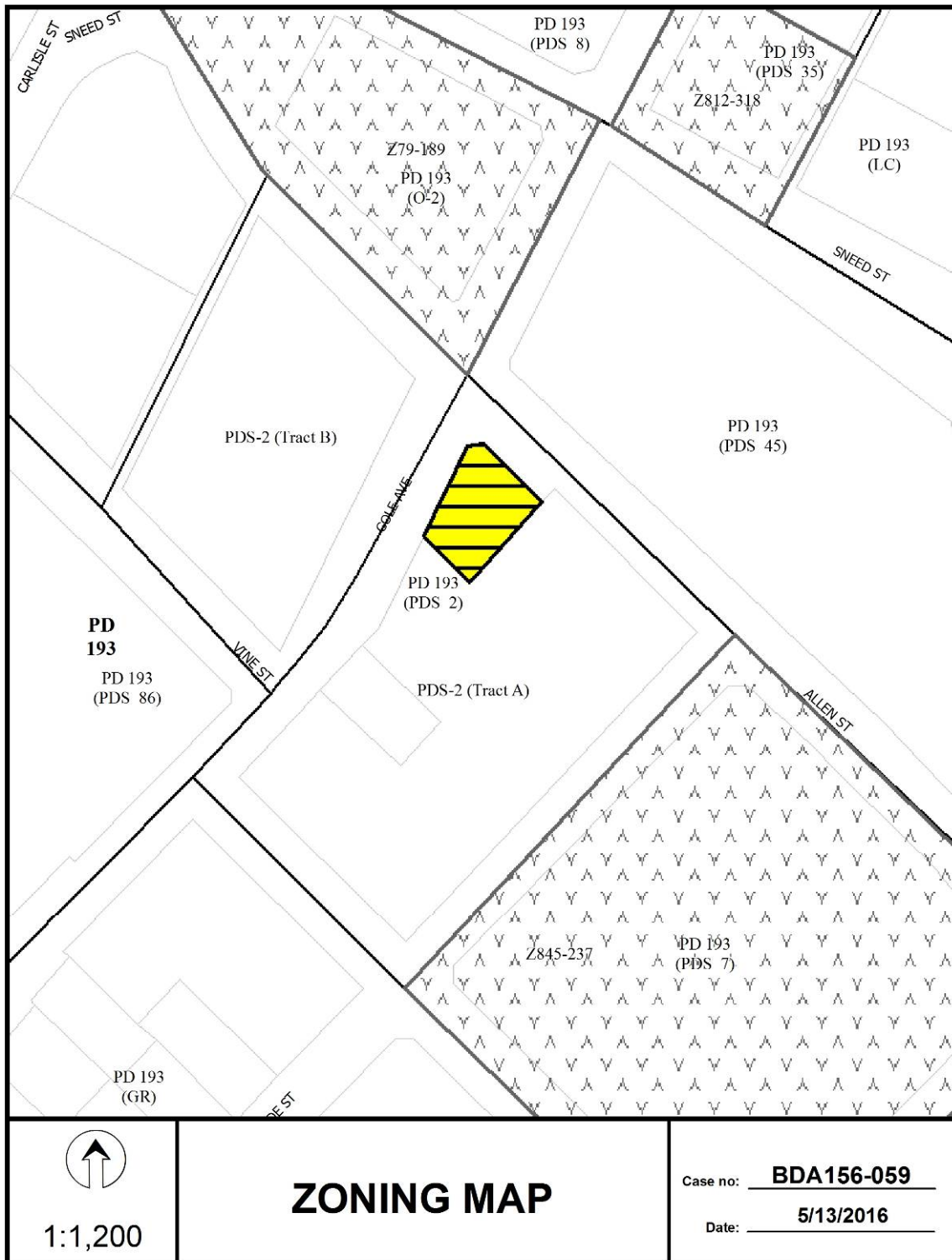
- April 13, 2016: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.
- May 10, 2016: The Board of Adjustment Secretary randomly assigned this case to Board of Adjustment Panel B.
- May 11, 2016: The Board Administrator emailed the applicant's representative and emailed the following information:
- a copy of the application materials including the Building Official's report on the application;
 - an attachment that provided the public hearing date and panel that will consider the application; the June 8th deadline to submit additional evidence for staff to factor into their analysis; and the 1 p.m., June 17th deadline to submit additional evidence to be incorporated into the Board's docket materials;
 - the criteria/standard that the board will use in their decision to approve or deny the request;
 - the section from the Dallas Development Code pertaining to nonconforming uses and structures; and

- the Board of Adjustment Working Rules of Procedure pertaining to “documentary evidence.”

June 14, 2016:

The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for June public hearings. Review team members in attendance included: the Sustainable Development and Construction Interim Assistant Director, the Sustainable Development and Construction Board of Adjustment Chief Planner, the Building Inspection, Chief Planner, the Board Administrator, the Building Inspection Senior Plans Examiners/Development Code Specialist, the Chief Arborist, the Sustainable Development and Construction Department Senior Planner, the Sustainable Development and Construction Department Project Engineer, and the Assistant City Attorney to the Board.

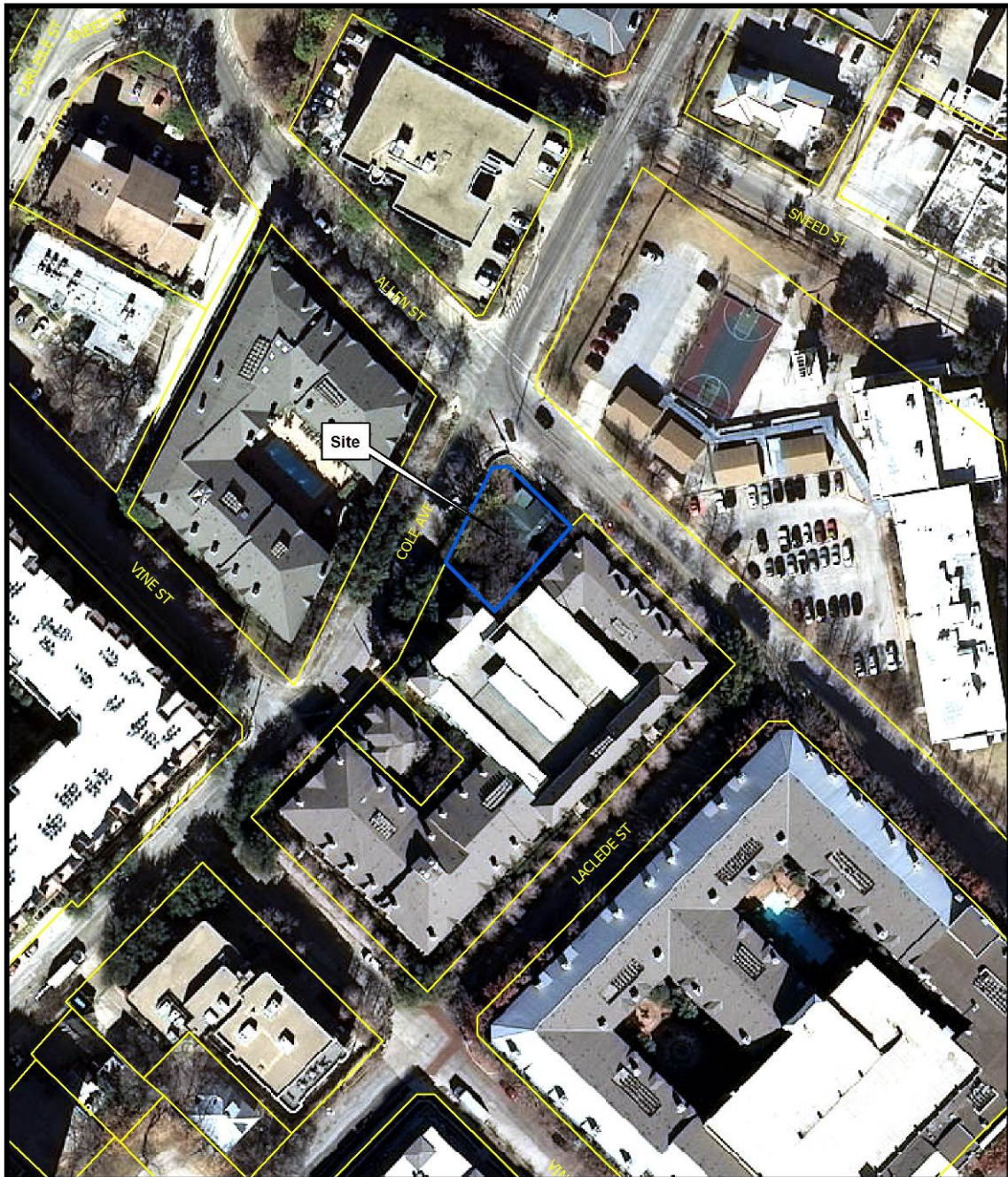
No review comment sheets were submitted in conjunction with this application.




 1:1,200

ZONING MAP

Case no: BDA156-059
 Date: 5/13/2016



1:1,200

AERIAL MAP

Case no: BDA156-059
Date: 5/13/2016



APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 156-059

Data Relative to Subject Property:

Date: 4-13-16

Location address: 2824 Cole Avenue, Dallas, TX 75204 Zoning District: PD193 PDS2 Tract A

Lot No.: 6/7 Block No.: 963 Acreage: Lot Area 6473 s.f./Tot Area 1300 s.f. Census Tract: 001800

Street Frontage (in Feet): 1) 70' 2) 84' 3) 4) 5) 5w22

To the Honorable Board of Adjustment :

Owner of Property (per Warranty Deed): Shideh Sharifi

Applicant: Shideh Sharifi

Telephone: 214-683-7040

Mailing Address: 100 Highland Park Village, Suite 200, Dallas, TX

Zip Code: 75205

E-mail Address: shideh@sharifilawfirm.net

Represented by: Elsie Thurman/Land Use Planning & Zoning Services

Telephone: 214-680-7949

Mailing Address: 9406 Biscayne Blvd., Dallas, TX

Zip Code: 75218

E-mail Address: elsie.thurman@landdevsolutions.com

Affirm that an appeal has been made for a Variance __, or Special Exception X, To reinstate a nonconforming use back to office use.

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to grant the described appeal for the following reason: Applicant Shideh Sharifi represented by Elsie Thurman for a special exception to reinstate office use at property located Lot6/7 Block963 in PD193 PDS2 TractA. Applicant's business tenants abandoned the property without notification while applicant was out of the country in August 2015. The property had to be repaired due to neglect of the premises. This caused a 6 month time lapse.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

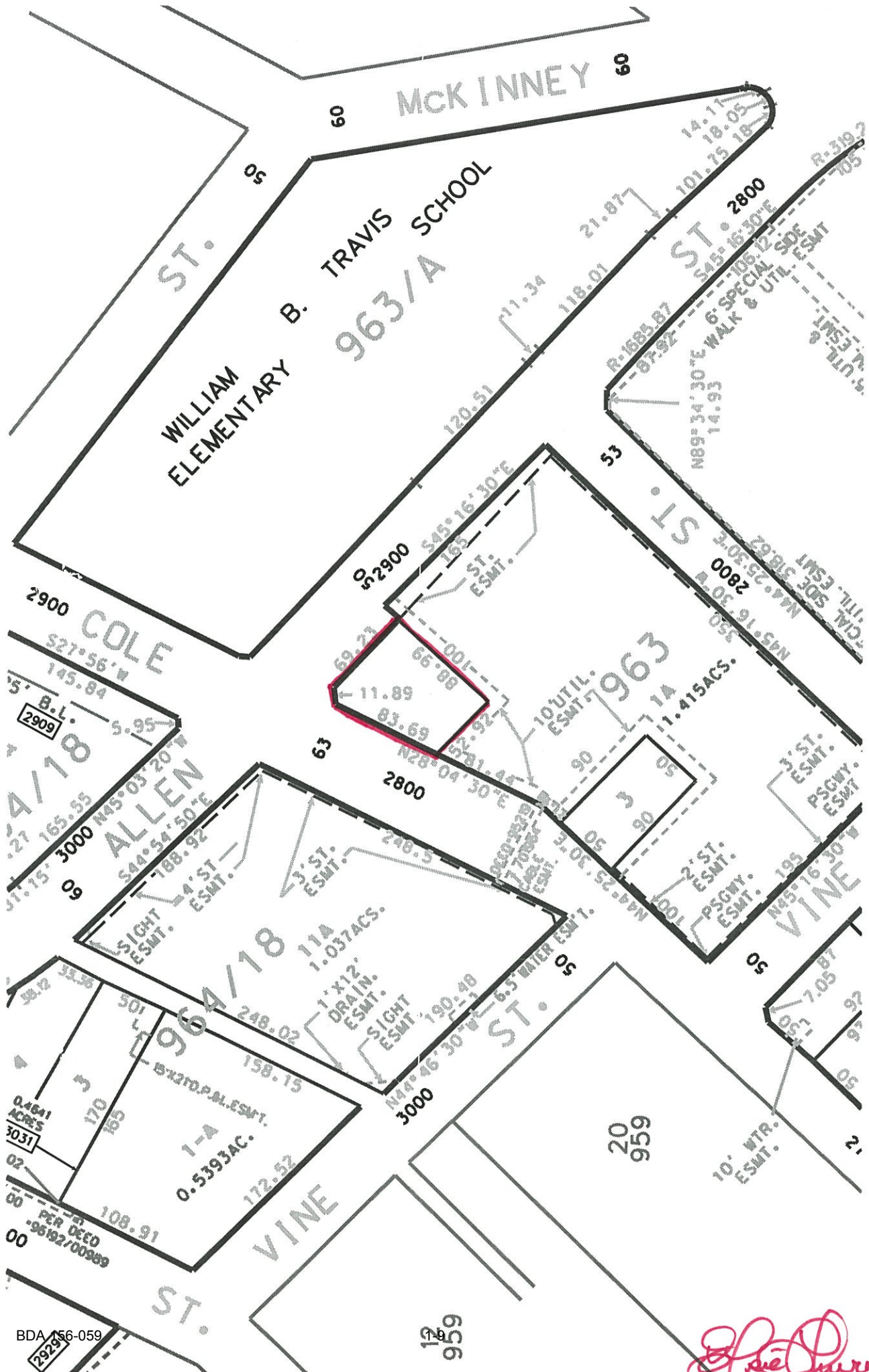
Before me the undersigned on this day personally appeared SHIDEH SHARIFI (Affiant/Applicant's name printed) who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property.

Respectfully submitted: [Signature] (Affiant/Applicant's signature)

Subscribed and sworn to before me this 13 day of April 2016

[Signature] Notary Public in and for Dallas County, Texas





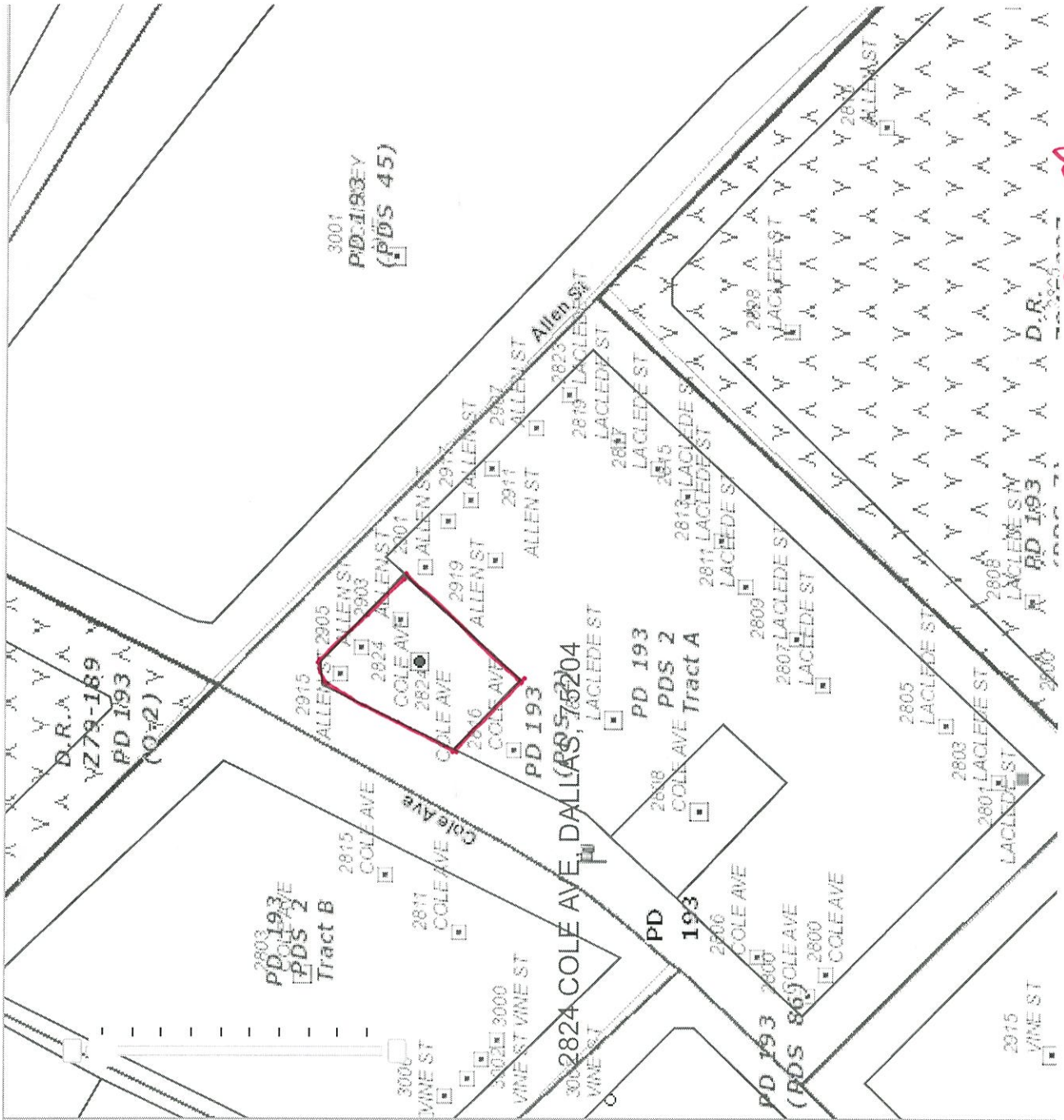
John Durman

City of Dallas

Internal Development Research Site

Legend

Locate Property



Board of Adjustment Appeal BDA 156-059

Property address: 2824 Cole Avenue

The use in the above appeal,

Office

has been identified by Building Inspection to be a nonconforming use.

Appeal for a special exception to enlarge a nonconforming use per Sec. 51A-4.704(b)(5)

Section 51A-4.704. Nonconforming uses and structures.

(b) Changes to nonconforming uses.

(5) Enlargement of a nonconforming use.

(A) In this subsection, enlargement of a nonconforming use means any enlargement of the physical aspects of a nonconforming use, including any increase in height, floor area, number of dwelling units, or the area in which the nonconforming use operates.

(B) The board may allow the enlargement of a nonconforming use when, in the opinion of the board, the enlargement:

- (i) does not prolong the life of the nonconforming use;
- (ii) would have been permitted under the zoning regulations that existed when the nonconforming use was originally established by right; and
- (iii) will not have an adverse effect on the surrounding area.

Appeal to establish a compliance date for a nonconforming use per Sec. 51A-4.704(a)(1)(A)

or

Appeal to reinstate a nonconforming use per Sec. 51A-4.704(a)(2)

SECTION 51A-4.704. NONCONFORMING USES AND STRUCTURES.

(a) Compliance regulations for nonconforming uses. It is the declared purpose of this subsection that nonconforming uses be eliminated and be required to comply with the regulations of the Dallas Development Code, having due regard for the property rights of the persons affected, the public welfare, and the character of the surrounding area.

(1) Amortization of nonconforming uses.

(A) Request to establish compliance date. The city council may request that the board of adjustment consider establishing a compliance date for a nonconforming use. In addition, any person who resides or owns real property in the city may request that the board consider establishing a compliance date for a nonconforming use. Upon receiving such a request, the board shall hold a public hearing to determine whether continued operation of the nonconforming use will have an adverse effect on nearby properties. If, based on the evidence presented at the public hearing, the board determines that continued operation of the use will have an adverse effect on nearby properties, it shall proceed to establish a compliance date for the nonconforming use; otherwise, it shall not.

(2) The right to operate a nonconforming use ceases if the nonconforming use is discontinued for six months or more. The board may grant a special exception to this provision only if the owner can show that there was a clear intent not to abandon the use even though the use was discontinued for six months or more.

Applicant traveled June 9
August 2015

From: **Justfly.com** noreply@justfly.com
Subject: **Your Electronic Ticket**
Date: **April 26, 2015 at 6:25 PM**
To: **Shideh** shideh@shariflawfirm.net

justfly.com

Thanks for booking with Justfly! Your electronic tickets are ready.

United Record Locator: NGMHZ

Air Canada Record Locator: KBJEJ5

Justfly Booking Reference Number: 002-937-251

Date of transaction: Apr 26, 2015
Your booking is confirmed. No need to call us to reconfirm.

Shideh Sharifi

United eTicket Number: **016-7619921329**

Donna M Hoffmann

United eTicket Number: **016-7619921330**

Ashton Pasha Abbott Sharifi

United eTicket Number: **016-7619921328**

Seat assignments, special meals, frequent flyer point awards and special assistance requests should be confirmed directly with the airline. Please go to the following link to find your airline's toll-free number:
<http://www.justfly.com/airlines>

Each traveller must have their itinerary and passport (or government issued photo ID) for check-in and airport security. We've noticed that you decided against getting travel insurance. If you change your mind you can still do it before your trip and get email confirmation.

Dallas-fort Worth to Barcelona

Dallas-fort Worth DFW	Terminal E	08 Jun 2015 10:01
Newark EWR	Terminal C	08 Jun 2015 14:38
United 1188		
Newark EWR	Terminal C	08 Jun 2015 19:15
Barcelona BCN		09 Jun 2015 09:05
United 120		

Barcelona to Dallas-fort Worth

Barcelona BCN	Terminal 1	27 Jun 2015 11:45
Toronto YYZ	Terminal 1	27 Jun 2015 14:35
Air Canada 1915		
Toronto YYZ	Terminal 1	28 Jun 2015 08:30
Dallas-fort Worth DFW	Terminal E	28 Jun 2015 10:41
Air Canada 7483		

Purchase Summary

Airfare:	\$1,185.00 USD
Taxes & Fees:	\$1,535.61 USD
Insurance:	Declined
Insurance - Trip Cancellation [NO]	Medical Emergency [NO]

Total: \$2,720.61 USD

Paid in Full
Apr 26, 2015

Entry to a country can be refused even if your travel documents are in order
Please be mindful that the living standards and living practices of the country you are visiting can differ significantly from what you are accustomed to
For Passport and Visa information please [click here](#)

IMPORTANT INFORMATION: You have yet to select a Travel Insurance plan. To make sure your trip goes as smoothly as possible please choose one of our plans.
CHECK OUT OUR TRAVEL INSURANCE PAGE TO PROTECT YOUR TRIP!

Changes and Cancellations

If you need to change or cancel your United reservation, you can reach us at 1-800-717-5015. Our customer support center is open 24hrs.

For your United Flight:

Changes: The minimum fee for changes to your flight is \$250.00 USD per passenger, plus any fees or differences in price charged by any 3rd party suppliers.

Cancellations: For all other cancellations, a minimum fee of \$250.00 USD per passenger is charged at the time of cancellation, and an airline fee is applied at the time of rebooking. If permitted by the airline, the remaining funds may be available within one year of the cancellation .

Baggage Allowance and Restrictions: To view all the information on baggage allowance, check the following link: <http://www.justfly.com/airlines>

Seat Assignments and Other Requests: Seat assignments, special meals, frequent flyer point awards, and special assistance must be requested directly with the airline.

Your reservation is booked and confirmed. There is no need to call us to reconfirm this reservation.

Cancel flight

✓ Free until Mon, Jul 20, 11:59p PDT

Traveler Information

shideh sharifi Adult	No frequent flyer details provided	Ticket # 0017628415326
ashton pasha abbott-sharifi Adult	No frequent flyer details provided	Ticket # 0017628415325

* Seat assignments, special meals, frequent flyer point awards and special assistance requests should be confirmed directly with the airline.

Price Summary

Traveler 1: Adult	\$578.50
Flight	\$513.90
Taxes & Fees	\$64.60
Traveler 2: Adult	\$578.50
Flight	\$513.90
Taxes & Fees	\$64.60
Expedia Booking Fee	\$0.00
Total:	\$1,157.00

All prices quoted in US dollars.

Additional Flight Services

- The airline may charge **additional fees** for checked baggage or other optional services.

Aug 10, 2015 - Departure 1 stop Total travel time: 6 h 30 m

Dallas	Miami	3 h 0 m
DFW 11:55am	MIA 3:55pm	
American Airlines 1462		
Economy / Coach (Q) Confirm seats with the airline *		
Layover: 0 h 51 m		
Miami	San Juan	2 h 39 m
MIA 4:46pm	SJU 7:25pm	
Terminal D		
American Airlines 1570		
Economy / Coach (N) Confirm seats with the airline *		

Aug 15, 2015 - Return 1 stop Total travel time: 7 h 7 m

San Juan	Miami	2 h 46 m
SJU 8:24am	MIA 11:10am	
Terminal D		
American Airlines 287		
Economy / Coach (S) 26A, 26B Confirm or change seats with the airline*		
Layover: 1 h 15 m		
Miami	Dallas	3 h 6 m
MIA 12:25pm	DFW 2:31pm	
American Airlines 2275		
Economy / Coach (S) 33E, 33F Confirm or change seats with the airline*		

Airline Rules & Regulations

- We understand that sometimes plans change. We do not charge a cancel or change fee. When the airline charges such fees in accordance with its own policies the cost will be passed on to you.

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Subject: Re: 2824 Cole
From: Adrian TX <shopremix1@gmail.com>
Date: Tue, Mar 24, 2015 12:48 pm
To: Shideh Sharifi <shideh@sharifilawfirm.net>

Yes! Thank you!

On Tuesday, March 24, 2015, Shideh Sharifi <shideh@sharifilawfirm.net> wrote:
So you are going to finish out your lease term? Are you positive?

Shideh Sharifi
www.sharifilawfirm.net

SHARIFI LAW FIRM, P.C.
100 Highland Park Village, Suite 200
Dallas, Texas. 75205
Telephone: 214-683-7040
Facsimile: 214-481-1106

On Mar 24, 2015, at 2:18 PM, Adrian TX <shopremix1@gmail.com> wrote:

Hi Shideh,

I wanted to thank you for your efforts on 2824 Cole! At this time I am going to continue at the space and fulfill my obligations to you. If you could do me a favor and have these signs down as soon as possible (they are bad bad bad for business). Again thank you for your help, and thank you for sending us customers last week!

I will have your check to you next week, and get the water fixed asap!

Thanks again!

Jonathan

On Sun, Feb 22, 2015 at 6:24 PM, Shideh Sharifi <shideh@sharifilawfirm.net> wrote:
Jonathan -

I'm sorry to hear that your business is slow, but I am NOT able to release you from your contractual obligations under our lease agreement.

Your breach of our lease agreement will cause me substantial economic damages, including but not limited to costs of returning the property to its original condition, broker fees, lost rent, etc.

However, I can list the property for lease in April, and as soon as I am able to find another tenant, with similar or better terms than what I have with you in our lease, I will consider releasing you from the remainder of your lease obligations. This would require that you accommodate showings of the property to potential tenants.

Let me know if you wish for me to proceed with listing the property.

Sincerely,

Shideh Sharifi
www.sharifilawfirm.net

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100 Highland Park Village, Suite 200
Dallas, Texas. 75205

Telephone: [214-683-7040](tel:214-683-7040)

Facsimile: [214-481-1106](tel:214-481-1106)

> On Feb 22, 2015, at 5:49 PM, Adrian TX <shopremix1@gmail.com> wrote:

>

> Hey Shindeh,

>

> I know you're busy but just wanted to drop you a note. We have been really struggling the last few months to stay above water. Its been a steady decline for us the past 4/5 months, and I'm just trying to figure out what options, if any, I have. It just looks like if I don't do something quick, I will end up having to close the business. Trust me the water bill isn't because we don't want water, we have just had no extra funds at all, it will be taken care of though. Is there any way for me to get out of the lease early, or maybe a reduction or help on rent? I wanted to communicate with you to see if theres anything we can work out. You've always been really good to me and I would never want to do anything that didn't work for you. If given the option to move out, we could do that quick to allow you the most time to re-lease the space. Just have to look at downsizing or cutting expenses so I don't have to close. We love the space and made improvements with every intention to stay the course, I just don't know if I will be able to. Just let me know what you think.

>

> Thank you for your time, and appreciate any help.

>

> Jonathan

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From: **Adrian TX** shopremix1@gmail.com 
Subject: **Re: May Rent Due tomorrow**
Date: April 30, 2015 at 12:38 PM
To: **Shideh Sharifi** shideh@sharifilawfirm.net



Yes I'm aware rent is due on the first, thanks for the reminder :)

Anytime Tues - Saturday 12pm-6pm.

Also the spare key was never returned by your broker, so if that could be brought by or mailed to us at some point.

Thanks!

On Thu, Apr 30, 2015 at 11:32 AM, Shideh Sharifi <shideh@sharifilawfirm.net> wrote:
Hi Jonathan -

Hope you are doing great. Just reminding you that rent is due tomorrow, and if not received then, the late fee will be charged and due on Monday.

Also, my bank needs to get an appraisal of the building. The appraiser needs to get in just for a few minutes to get it done. When is the best time to schedule that? Maybe on Tuesday right before you open the store? Let me know if that works so I can schedule the appraiser.

Thank you so much!

Shideh Sharifi



SHARIFI LAW FIRM, P.C.

100 Highland Park Village
Suite 200
Dallas, Texas 75205
Telephone: [214-683-7040](tel:214-683-7040)
Facsimile: [214-481-1106](tel:214-481-1106)

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Subject: Re: Cole Rent
From: Shideh Sharifi <shideh@sharifilawfirm.net>
Date: Fri, Apr 03, 2015 9:02 am
To: Adrian TX <shopremix1@gmail.com>
Attach: PastedGraphic-2.png

Got it. Thank you. Have a great weekend!

Shideh Sharifi



SHARIFI LAW FIRM, P.C.

100 Highland Park Village
Suite 200
Dallas, Texas 75205
Telephone: 214-683-7040
Facsimile: 214-481-1106

On Apr 1, 2015, at 3:25 PM, Adrian TX <shopremix1@gmail.com> wrote:

Just wanted to make sure you received, the lady at the desk seemed very confused. Thanks!

On Wednesday, April 1, 2015, Shideh Sharifi <shideh@sharifilawfirm.net> wrote:
Jonathan -

Please make sure you include the late fee for March in the amount of \$385.00 when you pay April's rent, which is due today. Thank you!

Have a great week.

Shideh Sharifi

<PastedGraphic-2.png>

SHARIFI LAW FIRM, P.C.

100 Highland Park Village
Suite 200
Dallas, Texas 75205

Telephone: 214-683-7040
Facsimile: 214-481-1106

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Subject: Re: Water Bill
From: Shideh Sharifi <shideh@sharifilawfirm.net>
Date: Mon, Jan 26, 2015 10:23 am
To: Adrian TX <shopremix1@gmail.com>
Attach: PastedGraphic-2.png

Great. Let me know when it's done. Thank you.

Shideh Sharifi



SHARIFI LAW FIRM, P.C.

100 Highland Park Village
Suite 200
Dallas, Texas 75205
Telephone: 214-683-7040
Facsimile: 214-481-1106

On Jan 26, 2015, at 11:21 AM, Adrian TX <shopremix1@gmail.com> wrote:

Hey yes! I have been trying to pay it but they wouldn't let me because it wasn't under my name and I didn't have the account number. I emailed back in December trying to get it, maybe it got overlooked. I'll take care of this asap! We are def in need of water.

Thanks!

On Mon, Jan 26, 2015 at 11:05 AM, Shideh Sharifi <shideh@sharifilawfirm.net> wrote:

Jonathan - you had assured me that you would take care of the outstanding water bill at your store and out the account in your name.

I have just received the attached bill. Please take care of this immediately as it is negatively effecting my credit.

Shideh Sharifi
www.sharifilawfirm.net

SHARIFI LAW FIRM, P.C.
100 Highland Park Village, Suite 200
Dallas, Texas. 75205

Board of Adjustment Appeal
Request Special Exception to Reinstate Nonconforming Use
2824 Cole Avenue, Dallas, Texas 75204

Applicant is requesting a special exception to reinstate office use at the property located Lot 6/7 Block 963 in PD 193 PDS2 Tract A. The business tenants abandoned the property without notification while applicant was out of the country in August 2015. The property had to be repaired due to neglect of the premises. This caused a 6 month time lapse. Applicant is a solo practitioner and wishes to run her family practice out of the space.

Approving a special exception to reinstate a nonconforming use back to office building/use will not adversely affect neighboring property.



City of Dallas

Utilities And Services

Customer Name: **SHARIFI LAW FIRM**
Account Number: **100444419**
Service Address: **2824 COLE AVE**

Amount Due by 3/19/15 \$548.

Amount Due after 3/19/15 \$549.

Invoice 050900983053 Issued 3/4/15 Page: 1 of 2

INVOICE SUMMARY

Previous Balance	\$528.82
Other Transaction(s)	\$0.93
Balance Forward	\$529.75
Current Charges (See back page(s) for details)	
Water Charges	\$4.85
Sewer Charges	\$4.45
Storm Water Charges	\$9.30
Total Current Charges	\$18.60
Total Amount Due	\$548.35

WATER CONSERVATION TIP

Are your sprinklers ready for spring? The City of Dallas offers free check-ups of irrigation systems by licensed irrigators, who will evaluate your situation and suggest ways to improve water efficiency. For more information visit SaveDallasWater.com

SPECIAL MESSAGES

Pay your utility bill online. It's safe and hassle free! You'll have no checks to write, bills to mail or late fees to pay! Visit epay.dallascityhall.com to sign-up.

Call 311 to request or report an emergency water turn-off, a water main break, a water meter leak, a fire hydrant leak, or a clogged or overflowing wastewater main.

Avoid the fee and keep the City clean by bringing reusable bags when shopping at your favorite merchants. Read more at: <http://greendallas.net/carryout-bag-ordinance/>

CONTACT US?

By Phone: (214) 651-1441
Internet: www.dallascityhall.com
In writing: 1500 Marilla, 3ANorth, Dallas, TX 75201

Keep this portion for your records

Please return this portion with your payment 30383 17-000

BE A GOOD NEIGHBOR!

Operation WaterShare: Helps pay water bills for customers facing temporary financial setbacks.



City of Dallas

Dallas Water Utilities
PO Box 660025
Dallas TX 75266-0025

ACCOUNT NUMBER:
100444419

MAIL PAYMENT TO:

City of Dallas
City Hall, 2D South
Dallas TX 75277

Amount Due by 3/19/15

Amount Due after 3/19/15

Operation WaterShare

Total Amount Enclosed \$

Check here for change of address

Seq# ZIP5-008051
SHARIFI LAW FIRM
100 HIGHLAND PARK VLG FL 200
DALLAS TX 75205-2720





**TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE**

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Table of Contents

<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>	<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>
1.	Parties	2	22.	Holdover	10
2.	Leased Premises	2	23.	Landlord's Lien & Security Interest	11
3.	Term	2	24.	Assignment and Subletting	11
	A. Term		25.	Relocation	11
	B. Delay of Occupancy		26.	Subordination	11
4.	Rent and Expenses	3	27.	Estoppel Certificates & Financial Info.	11
	A. Base Monthly Rent		28.	Casualty Loss	12
	B. First Full Month's Rent		29.	Condemnation	12
	C. Prorated Rent		30.	Attorney's Fees	12
	D. Additional Rent		31.	Representations	12
	E. Place of Payment		32.	Brokers	13
	F. Method of Payment		33.	Addenda	13
	G. Late Charges		34.	Notices	13
	H. Returned Checks		35.	Special Provisions	14
5.	Security Deposit	4	36.	Agreement of the Parties	14
6.	Taxes	4			
7.	Utilities	4			
8.	Insurance	5			
9.	Use and Hours	6			
10.	Legal Compliance	6			
11.	Signs	7			
12.	Access By Landlord	7			
13.	Move-In Condition	7			
14.	Move-Out Condition	7			
15.	Maintenance and Repairs	8			
	A. Cleaning				
	B. Conditions Caused by a Party				
	C. Repair & Maintenance Responsibility				
	D. Repair Persons				
	E. HVAC Service Contract				
	F. Common Areas				
	G. Notice of Repairs				
	H. Failure to Repair				
16.	Alterations	9			
17.	Liens	9			
18.	Liability	10			
19.	Indemnity	10			
20.	Default	10			
21.	Abandonment, Interruption of Utilities, Removal of Property & Lockout	10			

ADDENDA & EXHIBITS (check all that apply)

- Exhibit Exhibit A: Special Provisions
- Exhibit _____
- Commercial Lease Addendum for Broker's Fee (TAR-2102)
- Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
- Commercial Lease Addendum for Extension Option (TAR-2104)
- Commercial Lease Addendum for Percentage Rent (TAR-2106)
- Commercial Lease Addendum for Parking (TAR-2107)
- Commercial Landlord's Rules and Regulations (TAR-2108)
- Commercial Lease Guaranty (TAR-2109)
- Commercial Lease Addendum for Right of First Refusal (TAR-2105)
- Commercial Lease Addendum for Optional Space (TAR-2110)
- Commercial Lease Addendum for Construction (TAR-2111) or (TAR-2112)
- Commercial Lease Addendum for Contingencies (TAR-2119)
- _____
- _____
- Information About Brokerage Services

(TAR-2101) 1-26-10

Initialed for Identification by Landlord: AB, SS, and Tenant: AB

Page 1 of 15

Wingert Real Estate Company, 3131 McKinney Ave #600 Dallas, TX 75204

Phone: (214)679-1566

Fax:

Austin Busse

2824 Cole Ave

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Shideh Sharifi
 _____ ; and
 Tenant: Jonathan Anthony Netefy-llc

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number _____ containing approximately _____ square feet of rentable area in _____ (project name) at _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

(2) **Single-Tenant Property:** The real property at: 2824 Cole Avenue (address) in Dallas (city), Dallas (county), Texas, which is legally described on attached Exhibit _____ or as follows:
COLES VINEYARD BLK 963 PT LTS 6 & 7 ACS 0.1486 @ Allen Street
INT200900046229 DD02062009 CO-DC 0963 000 00600 1DA0963 000

B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is Thirty-Six months and Zero days, commencing on: September 1, 2013 (Commencement Date) and ending on August 31, 2016 (Expiration Date).

2824 Cole Avenue

Commercial Lease concerning: Dallas, TX 75204

- B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.
- C. Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. **Base Monthly Rent:** On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
12/01/2013	08/31/2014	/ rsf / month	/ rsf / year	3,750.00
09/01/2014	08/31/2015	/ rsf / month	/ rsf / year	3,850.00
09/01/2015	08/31/2016	/ rsf / month	/ rsf / year	4,000.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. **Additional Rent:** In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached (Check all that apply.):
 - (1) Commercial Lease Addendum for Expense Reimbursement (TAR-2103)
 - (2) Commercial Lease Addendum for Percentage Rent (TAR-2106)
 - (3) Commercial Lease Addendum for Parking (TAR-2107)
 - (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. **First Full Month's Rent:** The first full monthly rent is due on or before September 1, 2013
 Security deposit & first month's rent will be due @ signing Oct/Nov Free

- D. **Prorated Rent:** If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. **Place of Payment:** Tenant will remit all amounts due Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Shideh Sharifi

Address: 100 Highland Park Vlg Fl 200 Dallas, TX 75205

- F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. **Returned Checks:** Tenant will pay \$ 25.00 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ 3,750.00 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(9) <u>Bi-Monthly Lawn Care</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

Commercial Lease concerning: Dallas, TX 75204

- C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.
- D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. (Check one box only.)
- (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.
- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:

- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
- (1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: (check only (a) or (b) below)
- (a) \$1,000,000; or
- (b) \$2,000,000.
- If neither box is checked the minimum amount will be \$1,000,000.
- (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
- (3) business interruption insurance sufficient to pay 12 months of rent payments;
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
- (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
- (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

Commercial Lease concerning:

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Retail Use
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (specify hours, days of week, and if inclusive or exclusive of weekends and holidays): 6 days a week, normal biz hours

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.

- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs that were placed on the Property or leased premises by or at the request of Tenant. Any signs that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign in the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.

C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) Fire protection equipment and fire sprinkler systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(4) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(8) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Electrical systems, mechanical systems	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Signs and lighting:			
(a) Pylon.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Facia.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(e) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(13) Extermination and pest control, excluding wood-destroying insects	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Fences and Gates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(15) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(16) Wood-destroying insect treatment and repairs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(19) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(11), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.

- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.
17. **LIENS**: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. **LIABILITY**: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:
- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
- (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property;
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.

B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
(1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
(2) all advances made under any such lien, encumbrance, or ground lease;
(3) the interest payable on any such lien or encumbrance;
(4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
(5) any restrictive covenant affecting the leased premises or the Property; and
(6) the rights of any owners' association affecting the leased premises or Property.

B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____

2824 Cole Avenue

Commercial Lease concerning: Dallas, TX 75204

C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Wingert Real Estate Company

Principal Broker 9001617 License No. Cooperating Broker _____ License No. _____

Austin Busse / Gordon Kellerman

Agent _____ Agent _____

3303 Lee Parkway, Suite 350

Address _____ Address _____

Dallas, TX 75219

(214) 675-7583

Phone _____ Fax _____ Phone _____ Fax _____

jason.wingert@wingertrealestate.com

E-Mail _____ 589167 License No. E-Mail _____ License No. _____

Principal Broker: *(Check only one box)*

Cooperating Broker represents Tenant.

represents Landlord only.

represents Tenant only.

is an intermediary between Landlord and Tenant.

B. Fees:

(1) Principal Broker's fee will be paid according to: *(Check only one box).*

(a) a separate written commission agreement between Principal Broker and:
 Landlord Tenant.

(b) the attached Addendum for Broker's Fee.

(2) Cooperating Broker's fee will be paid according to: *(Check only one box).*

(a) a separate written commission agreement between Cooperating Broker and:
 Principal Broker Landlord Tenant.

(b) the attached Addendum for Broker's Fee.

33. **ADDENDA:** Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. **NOTICES:** All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: Shideh Sharifi

Address: 100 Highland Park Vlg Fl 200 Dallas, TX 75205

Phone: (214) 999-1139

Fax: (214) 481-1106

and a copy to: _____

Address: _____

Phone: _____

Fax: _____

Landlord also consents to receive notices by e-mail at: shideh@sharifilawfirm.net

2824 Cole Avenue
Dallas, TX 75204

Commercial Lease concerning:

Tenant at the leased premises,
and a copy to:

Address: _____

Phone: _____ Fax: _____

Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

See Attached.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.

(TAR-2101) 1-26-10

Initialed for Identification by Landlord: SS, _____, and Tenant: [Signature], _____

Page 14 of 15

2824 Cole Avenue
Dallas, TX 75204

Commercial Lease concerning: Dallas, TX 75204

H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.

I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Shideh Sharifi

Tenant: Jonathan Anthony

By: _____

By: _____

By (signature): [Signature]
Printed Name: Shideh Sharifi
Title: Owner

By (signature): [Signature]
Printed Name: Jonathan Anthony
Title: Owner

By: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____

By (signature): _____
Printed Name: _____
Title: _____



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE EXHIBIT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
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EXHIBIT A: Special Provision

TO COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 2824 Cole Avenue, Dallas, TX 75204

The provisions below are in addition to the provisions contained elsewhere in this Lease. To the extent there is disagreement between any of the below provisions and those contained elsewhere in this Lease, the provisions below will govern.

The base rental rate for the (1st) First year is \$3,750.00/mo. The Landlord will provide (2) two months of rental abatement. Upon occupying the property (Sept. 1, 2013); First month's rent (\$3,750) and a security deposit in the form of (1) one-month's rent will be due (\$3,750). The base rental rate for the (2nd) second year will escalate to \$3,850.00/mo. Respectively, the base rental rent will escalate in Year Three (3) to \$4,000/mo.

Upon expiration of the initial lease term or any written extension thereof, the existing tenant has the ability to exercise (2) Two, 3-year Renewal options. Landlord requires 90 day notice if existing tenant decides to exercise (1) one or both renewal options.

The landlord will maintain bi-monthly lawn care/service to maintain working order of the property.

Additionally, upon agreement with the tenant the cost to pave the back yard for additional 'off-street' parking to meet county code will be split between the Landlord and tenant 68/42. Landlord's payment will be in the form of the 2nd month of rental abatement (\$3,750 or November's rental payment). Tenant will pay the upfront cost to pave the backyard to add the 'off-street' parking to me county code.

Landlord: Shideh Sharifi
By:
By (signature):
Printed Name: Shideh Sharifi
Title: Owner
By:
By (signature):
Printed Name:
Title:

Tenant: Jonathan Anthony
By:
By (signature):
Printed Name: Jonathan Anthony
Title: Owner
By:
By (signature):
Printed Name:
Title:



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EXHIBIT A: Special Provisions (continued)

TO COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 2824 Cole Avenue, Dallas, TX 75204

ESTOPPEL CERTIFICATES: If Tenant does not deliver the written statement to landlord within the ten (10) day period provided in Section 27, Landlord, and any prospective purchaser or lender, may conclusively presume and rely upon the following facts: (i) that the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (ii) that this Lease has not been canceled or terminated except as otherwise represented by Landlord; (iii) that not more than one monthly installment of the base Rent or other charges have been paid in advance; and (iv) that landlord is not in default under this Lease. In such event, Tenant shall be stopped from denying the truth of the presumed.

THE LEASE SPACE IS DELIVERED "AS IS", "WHERE IS", WITHOUT ANY WARRANTIES OR REPRESENTATIONS BY LANDLORD AS TO ITS SUITABILITY FOR ANY PARTICULAR PURPOSE. TENANT HAS FULLY EXAMINED THE SPACE, AND IN ITS SOLE JUDGEMENT HAS DETERMINED THAT THE SPACE IS SATISFACTORY FOR ITS PARTICULAR USE. TENANT IS SOLELY RESPONSIBLE FOR SECURING ANY PERMITS AND/OR LICENSES THAT MAY BE REQUIRED FOR TENANT'S PARTICULAR USE.

TENANT IS SOLELY RESPONSIBLE FOR ANY AND ALL REPAIRS AND/OR MAINTENANCE THAT MAY BE REQUIRED TO THE LEASE SPACE to make it suitable for Tenants needs INCLUDING REPAIRS RELATED TO ELECTRICAL SERVICE, WINDOWS AND/OR PLUMBING, and PARKING (paving of backyard to meet county code). Landlord will maintain bi-monthly lawn service.

Tenant agrees that landlord will be allowed additional time to move her furniture off the premises. Parties agree that landlord will have until September 5, 2013, at 5:00 p.m. to move out and turn the key over to the tenant. This provision does not affect any other part or terms of this lease agreement. SS

Landlord: Shideh Sharif

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Tenant: Joseph Anderson

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____

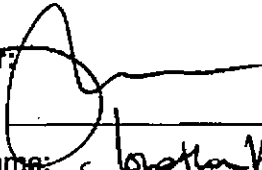


TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE GUARANTY

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 2824 Cole Avenue, Dallas, TX 75204 between Shideh Sharifi (Landlord) and (Tenant).

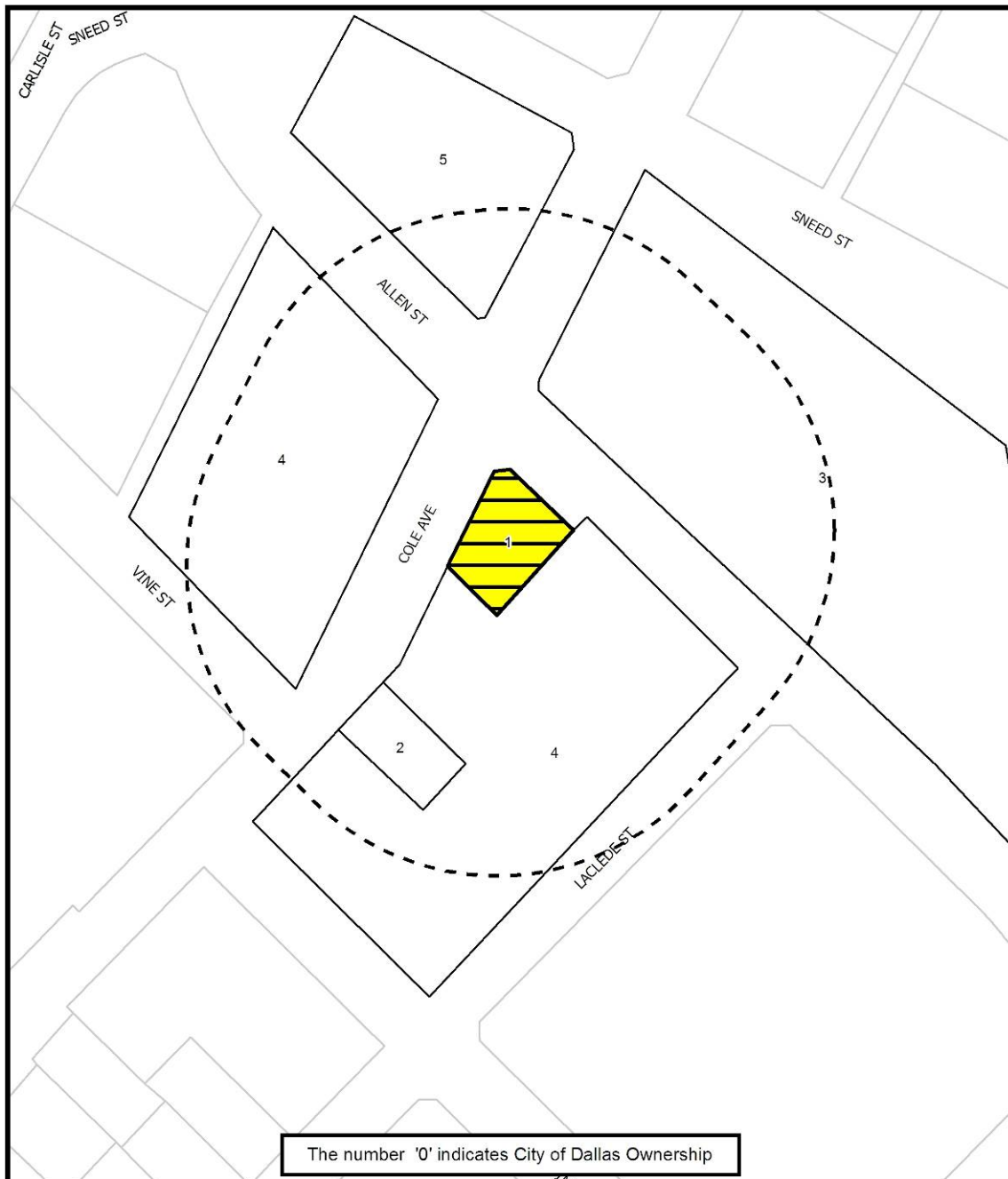
- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantors will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions:

Guarantor: 
Signature: _____
Printed Name: Jonathan Anthony
Address: 2707 Cole Ave
Dallas Tx 75204
Phone: 214 603 8003 Fax: _____
SS# or Tax ID#: 410267347 Date: 8-29-13

Guarantor:
Signature: _____
Printed Name: _____
Address: _____
Phone: _____ Fax: _____
SS# or Tax ID#: _____ Date: _____

Witness: _____

Witness: _____



 1:1,200	NOTIFICATION		Case no: BDA156-059
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">200'</div> AREA OF NOTIFICATION <div style="border: 1px solid black; padding: 2px; display: inline-block;">5</div> NUMBER OF PROPERTY OWNERS NOTIFIED		Date: 5/13/2016

Notification List of Property Owners

BDA156-059

5 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	2824 COLE AVE	SHARIFI SHIDEH
2	2808 COLE AVE	BELL JAMES
3	3001 MCKINNEY AVE	Dallas ISD
4	2800 COLE AVE	POST APARTMENT HOMES LP
5	2909 COLE AVE	ABERFELDY PROPERTIES INC

FILE NUMBER: BDA156-064(SL)

BUILDING OFFICIAL'S REPORT: Application of Robert Baldwin of Baldwin and Associates for a special exception to the fence height regulations at 4802 Dorset Road. This property is more fully described as Lot 4D, Block E/5532, and is zoned R-1ac(A), which limits the height of a fence in the front yard to 4 feet. The applicant proposes to construct and maintain an 8 foot high fence, which will require a 4 foot special exception to the fence height regulations.

LOCATION: 4802 Dorset Road

APPLICANT: Robert Baldwin of Baldwin and Associates

REQUEST:

A request for a special exception to the fence height regulations of 4' is made to replace an approximately 6' high lattice wood fence with the following in the front yard setback on a property being developed with a single family home:

1. a 6' high masonry fence with 6' 2" high columns, and a 8' high open metal gate with 7' 2" high entry gate columns parallel to the street, and
2. 6' high masonry and wood fences perpendicular to the street.

STANDARD FOR A SPECIAL EXCEPTION TO FENCE HEIGHT REGULATIONS:

Section 51A-4.602 of the Dallas Development Code states that the board may grant a special exception to the height requirement for fences when in the opinion of the board, the special exception will not adversely affect neighboring property.

STAFF RECOMMENDATION:

No staff recommendation is made on this or any request for a special exception to the fence height regulations since the basis for this type of appeal is when in the opinion of the board, the special exception will not adversely affect neighboring property.

BACKGROUND INFORMATION:

Zoning:

Site: R-1ac (A) (Single family district 1 acre)
North: R-1ac (A) (Single family district 1 acre)
South: R-1ac (A) (Single family district 1 acre)
East: R-1ac (A) (Single family district 1 acre)
West: R-1ac (A) (Single family district 1 acre)

Land Use:

The subject site is being developed with a single family home. The areas to the north, south, east, and west are developed with single family uses.

Zoning/BDA History:

There has not been any recent related board or zoning cases recorded either on or in the immediate vicinity of the subject site.

GENERAL FACTS/STAFF ANALYSIS:

- This request focuses on replacing an approximately 6' high lattice wood fence with the following in the front yard setback on a property being developed with a single family home:
 1. a 6' high masonry fence with 6' 2" high columns, and a 8' high open metal gate with 7' 2" high entry gate columns parallel to the street, and
 2. 6' high masonry and wood fences perpendicular to the street.
- The Dallas Development Code states that in all residential districts except multifamily districts, a fence may not exceed 4' above grade when located in the required front yard.
- The subject site is zoned R-1ac(A) and has a 40' front yard setback.
- The applicant has submitted a revised site plan/elevation that indicates the proposal reaches a maximum height of 8' for the open wrought iron vehicular gate.
- The following additional information was gleaned from the submitted revised site plan:
 - The proposal is represented as being approximately 30' in length parallel to the street, and approximately 40' in length perpendicular to the street on the east and west sides of the site in the front yard setback.
 - The proposed fence is represented as being located beginning on the front property line or approximately 20' from the pavement line; the proposed gate is represented as being located approximately 10' from the front property line, or approximately 30' from the pavement line.
- One single family lot developed with a single family structure that fronts eastward to Dorset Place is directly north of proposed fence. This lot has no fence.
- The Board Administrator conducted a field visit of the site and surrounding area (properties along Dorset Road from approximately 200 feet east and west of the site) and noted one other fence over 4' in height and in front yard setback. The only fence noted in this area was an approximately 6' high solid wood fence located northwest of the site with no recorded BDA history.
- As of June 17th, 2016, no letters have been submitted in support of or in opposition to the request.
- The applicant has the burden of proof in establishing that the special exception to the fence height regulations of 4' will not adversely affect neighboring property.

- Granting this special exception of 4' with a condition imposed that the applicant complies with the submitted revised site plan/elevation would require the proposal exceeding 4' in height in the front yard setback to be constructed and maintained in the location and of the heights and materials as shown on this document.

Timeline:

April 22, 2016: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.

May 10, 2016: The Board of Adjustment Secretary assigned this case to Board of Adjustment Panel B.

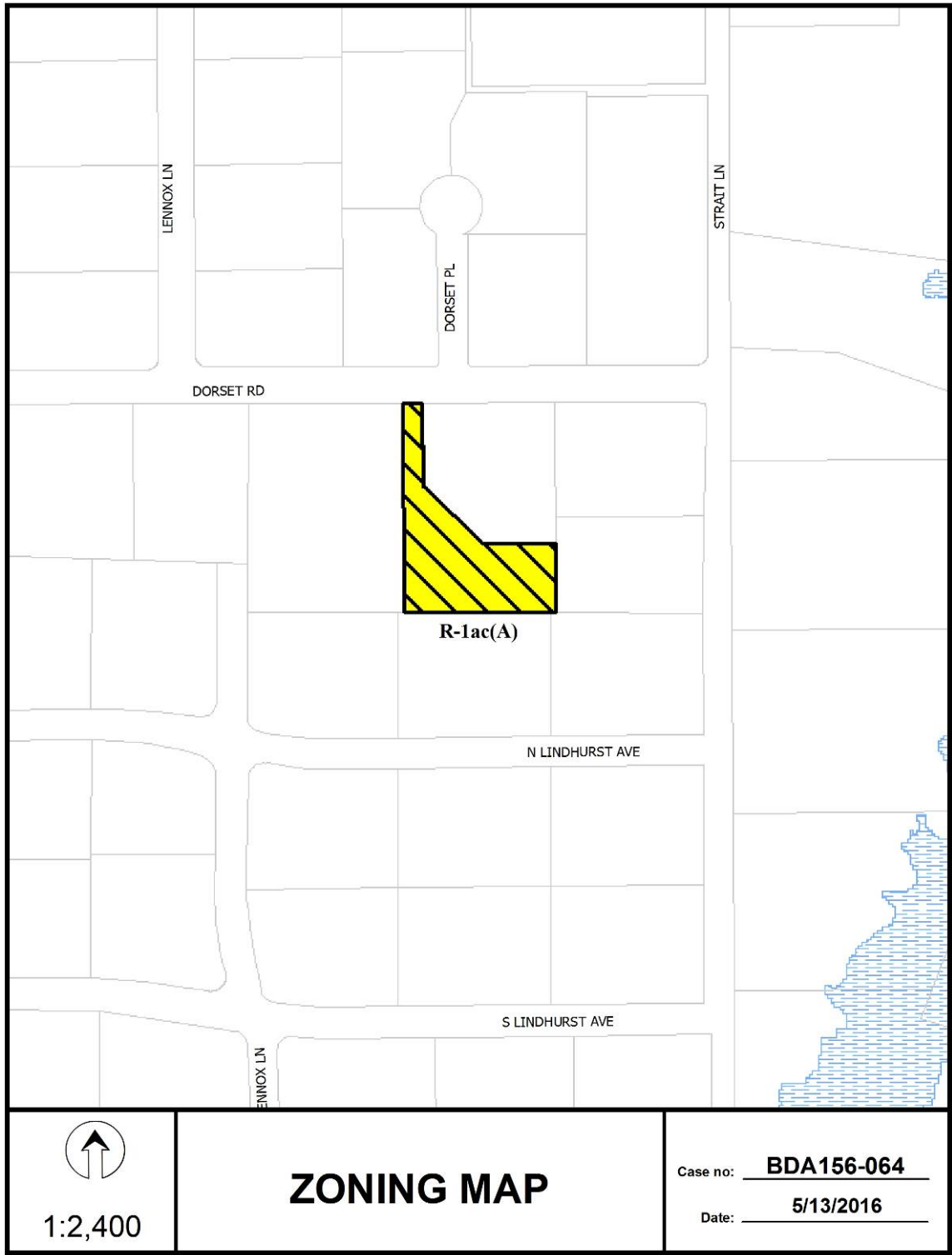
May 11, 2016: The Board Administrator emailed the applicant the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the June 8th deadline to submit additional evidence for staff to factor into their analysis; and the 1 p.m., June 17th deadline to submit additional evidence to be incorporated into the Board's docket materials;
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to "documentary evidence."

June 8, 2016: The applicant submitted additional information to staff beyond what was submitted with the original application (see Attachment A).

June 14, 2016: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for June public hearings. Review team members in attendance included: the Sustainable Development and Construction Interim Assistant Director, the Sustainable Development and Construction Board of Adjustment Chief Planner, the Building Inspection, Chief Planner, the Board Administrator, the Building Inspection Senior Plans Examiners/Development Code Specialist, the Chief Arborist, the Sustainable Development and Construction Department Senior Planner, the Sustainable Development and Construction Department Project Engineer, and the Assistant City Attorney to the Board.

No review comment sheets were submitted in conjunction with this application.

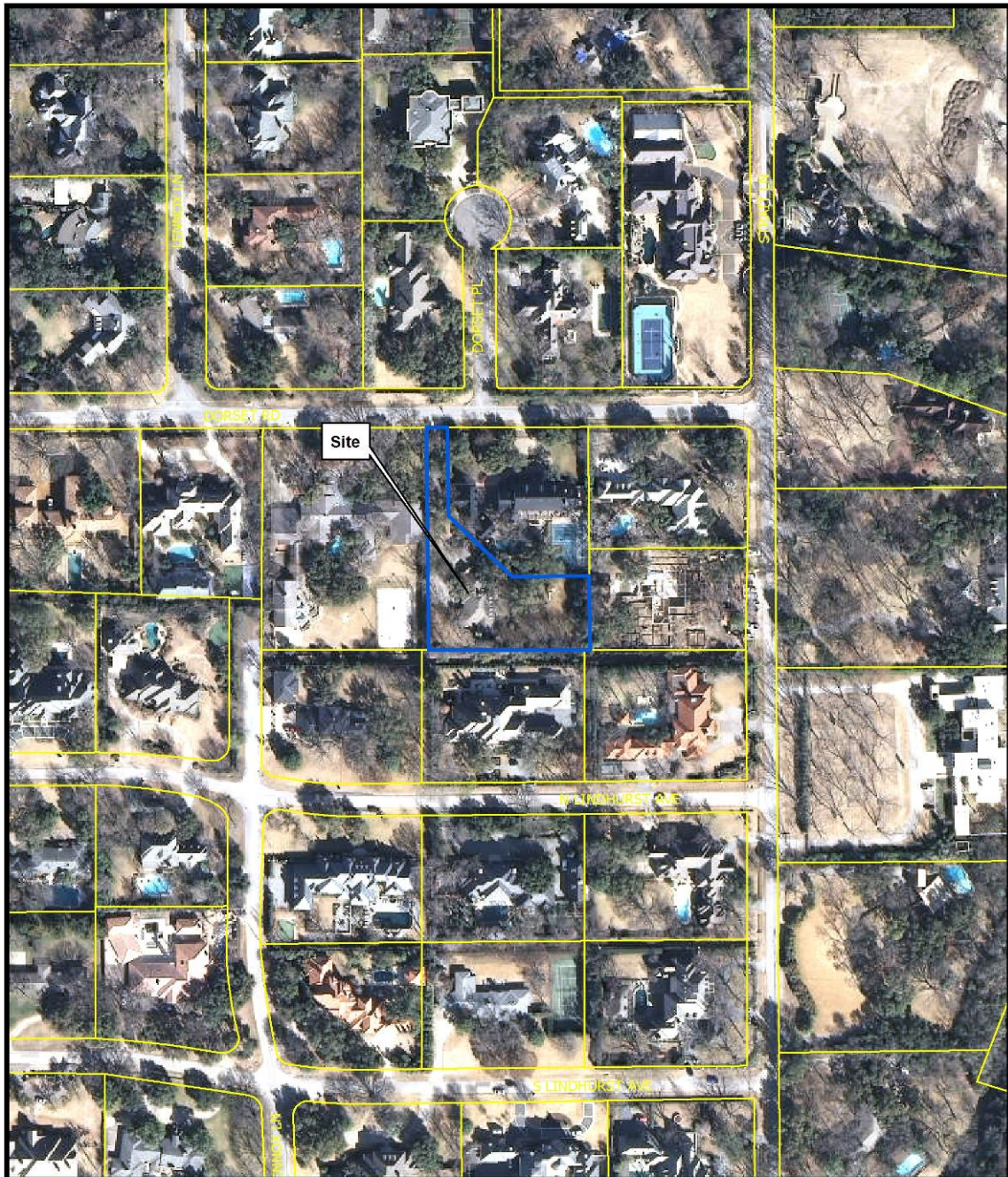


1:2,400

ZONING MAP

Case no: BDA156-064

Date: 5/13/2016



1:2,400

AERIAL MAP

Case no: BDA156-064

Date: 5/13/2016

HAROLD LEIDNER ARCHITECTS
 1601 Green Pastures
 Carrollton, Texas 75006
 972-418-5544
 www.haroldleidner.com

These Plans were prepared by the Architect under the supervision of a Professional Engineer and are not to be construed as a structural design.

KIRBY RESIDENCE
 4802 DORSET ROAD
 DALLAS, TEXAS

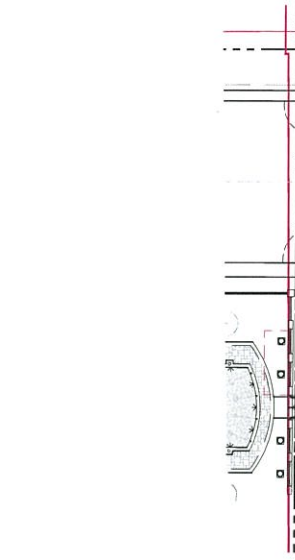
NOT FOR CONSTRUCTION

These Plans were prepared by the Architect under the supervision of a Professional Engineer and are not to be construed as a structural design.



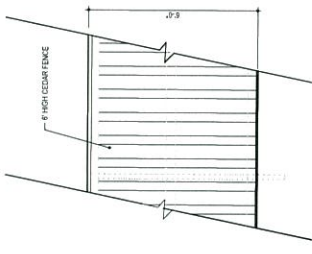
APRIL 16, 2016
 REQUEST FOR ADJUSTMENT

L1.3

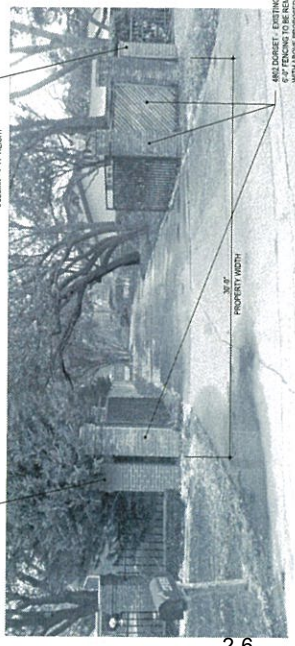


PROPOSED GATE ELEVATION
 SCALE: 1/4" = 1'-0"

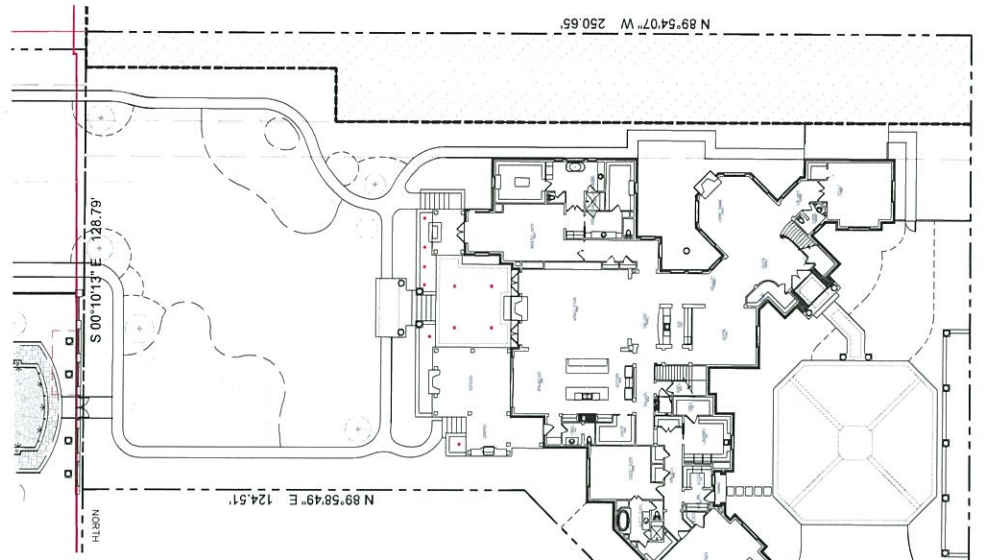
Columns and Wino Walls will be Constructed of Masonry Materials



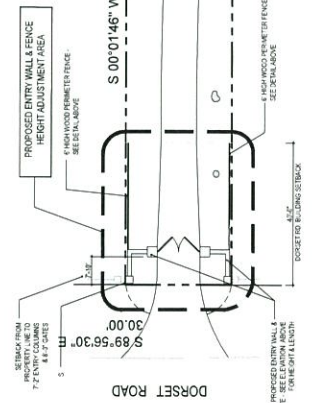
PROPOSED WOOD FENCING AS SHOWN ON SITE PLAN
 SCALE: 1/4" = 1'-0"



EXISTING FENCE CONDITIONS
 SCALE: N.T.S.



4802 DORSET SITE PLAN
 GENERAL NOTES



6-9



APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 156-064

Data Relative to Subject Property:

Date: 4/22/16 _____

Location address: 4802 Dorset Road Zoning District: R-1(ac)

Lot No.: 4D Block No.: E/5532 Acreage: .9200 Census Tract: 76.01

Street Frontage (in Feet): 1) 30 ft 2) _____ 3) _____ 4) _____ 5) _____ NE2A

To the Honorable Board of Adjustment :

Owner of Property (per Warranty Deed): Lisa R. Newman, Trustee of the BMAS Trust

Applicant: Rob Baldwin, Baldwin Associates Telephone: 214-824-7949

Mailing Address: 3904 Elm Street Suite B Dallas TX Zip Code: 75226

E-mail Address: rob@baldwinplanning.com

Represented by: Rob Baldwin , Baldwin Associates Telephone: 214-824-7949

Mailing Address: 3904 Elm Street Suite B Dallas TX Zip Code: 75226

E-mail Address: rob@baldwinplanning.com

Affirm that an appeal has been made for a Variance or Special Exception X, of _____
A special exception of 4 feet 0 inches for a fence located in a required front yard _____

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to grant the described appeal for the following reason:

The property currently has a fence and vehicle gate in the required front yard of approximately 7.1 feet in height. This request is to replace the existing fence and vehicle gate. The fence will line up to the neighbor's front yard fence on each side which both exceed 4 feet in height. The proposed fence will not adversely impact surrounding properties because adjacent neighbor's fences exceed 4 feet presently.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Robert Baldwin
(Affiant/Applicant's name printed)

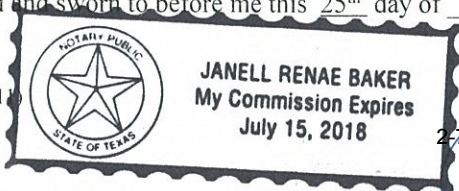
who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property.

Respectfully submitted: [Signature]
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 25th day of April, 2016

(Rev. 08-01-11)

BDA 156-064



[Signature]
Notary Public in and for Dallas County, Texas

MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

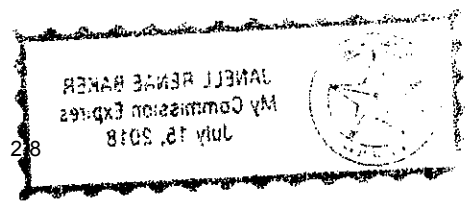
I hereby certify that Robert Baldwin

did submit a request for a special exception to the fence height regulations
at 4802 Dorset Road

BDA156-064. Application of Robert Baldwin for a special exception to the fence height regulations at 4802 Dorset Road. This property is more fully described as Lot 4D, Block E/5532, and is zoned R-1ac(A), which limits the height of a fence in the front yard to 4 feet. The applicant proposes to construct an 8 foot high fence in a required front yard, which will require a 4 foot special exception to the fence regulation.

Sincerely,

Philip Sikes
Philip Sikes, Building Official





Printed: 4/26/2016

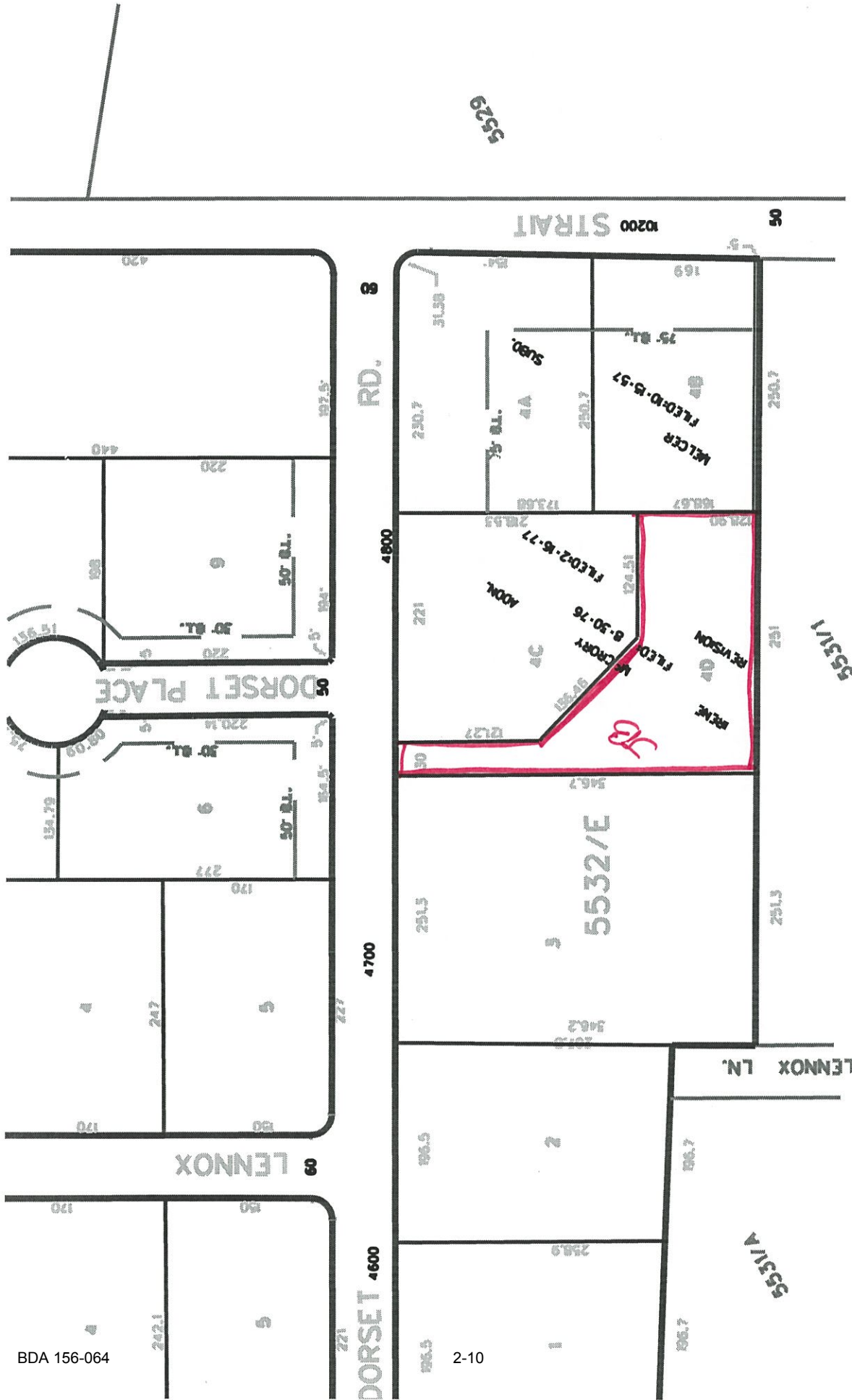
Legend

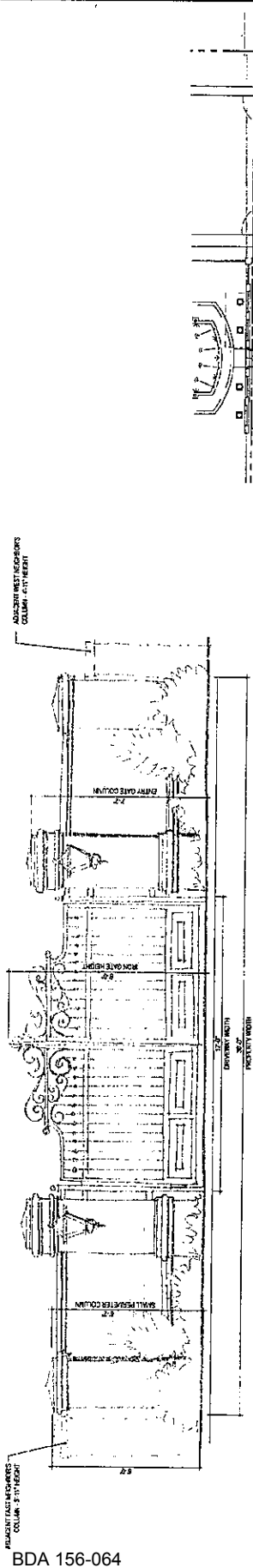
- | | | | |
|----------------------|--------------------------------|-----------------------|----------------------------|
| City Limits | railroad | Dry Overlay | CD Subdistricts |
| School | Certified Parcels | D | PD Subdistricts |
| Floodplain | Base Zoning | D-1 | PDS Subdistricts |
| 100 Year Flood Zone | PD193 Oak Lawn | CP | NSO Subdistricts |
| Mill's Creek | Dallas Environmental Corridors | SP | NSO_Overlay |
| Peak's Branch | SPSP Overlay | MD Overlay | Escarpment Overlay |
| X Protected by Levee | Deed Restrictions | Historic Subdistricts | Parking Management Overlay |
| Parks | SUP | Historic Overlay | 2-9 Shop Front Overlay |
| | | Height Map Overlay | |

BDA 156-064

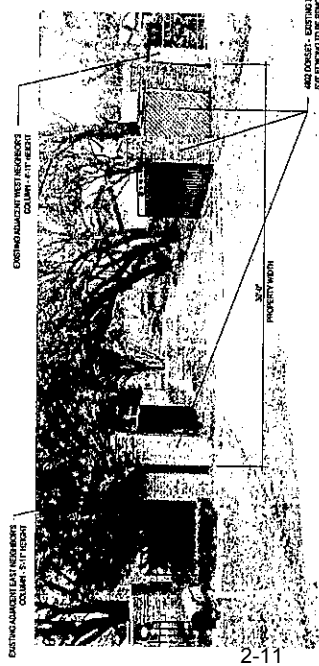
This data is to be used for graphical representation only. The accuracy is not to be taken/used as data produced by a Registered Professional Land Surveyor (RPLS) for the State of Texas. 'This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.' (Texas Government Code § 2051.102)



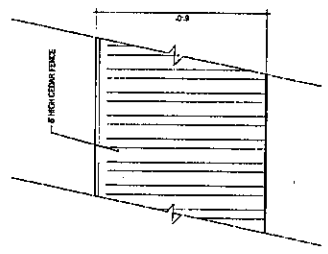




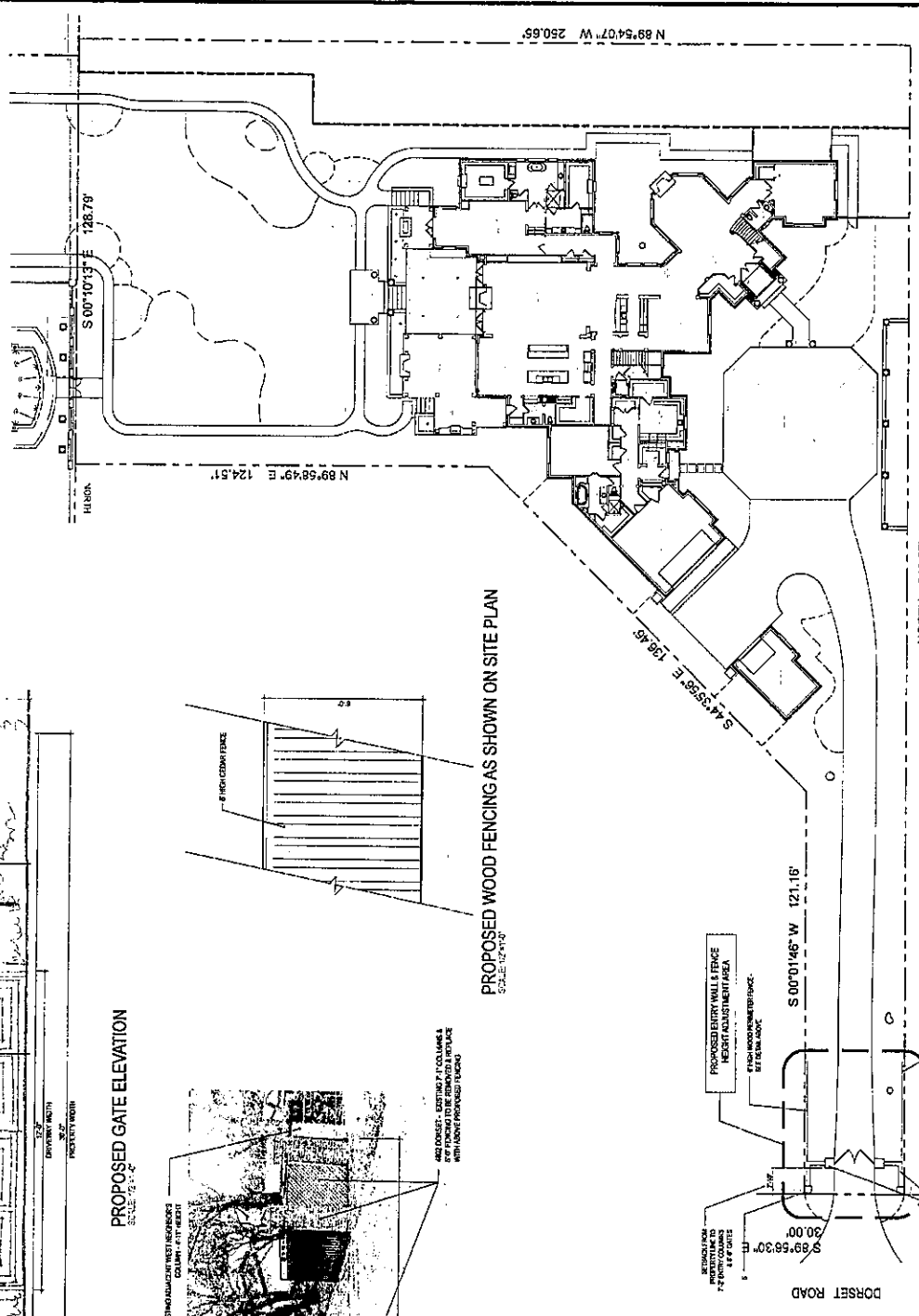
PROPOSED GATE ELEVATION
 SCALE: 1/4" = 1'-0"



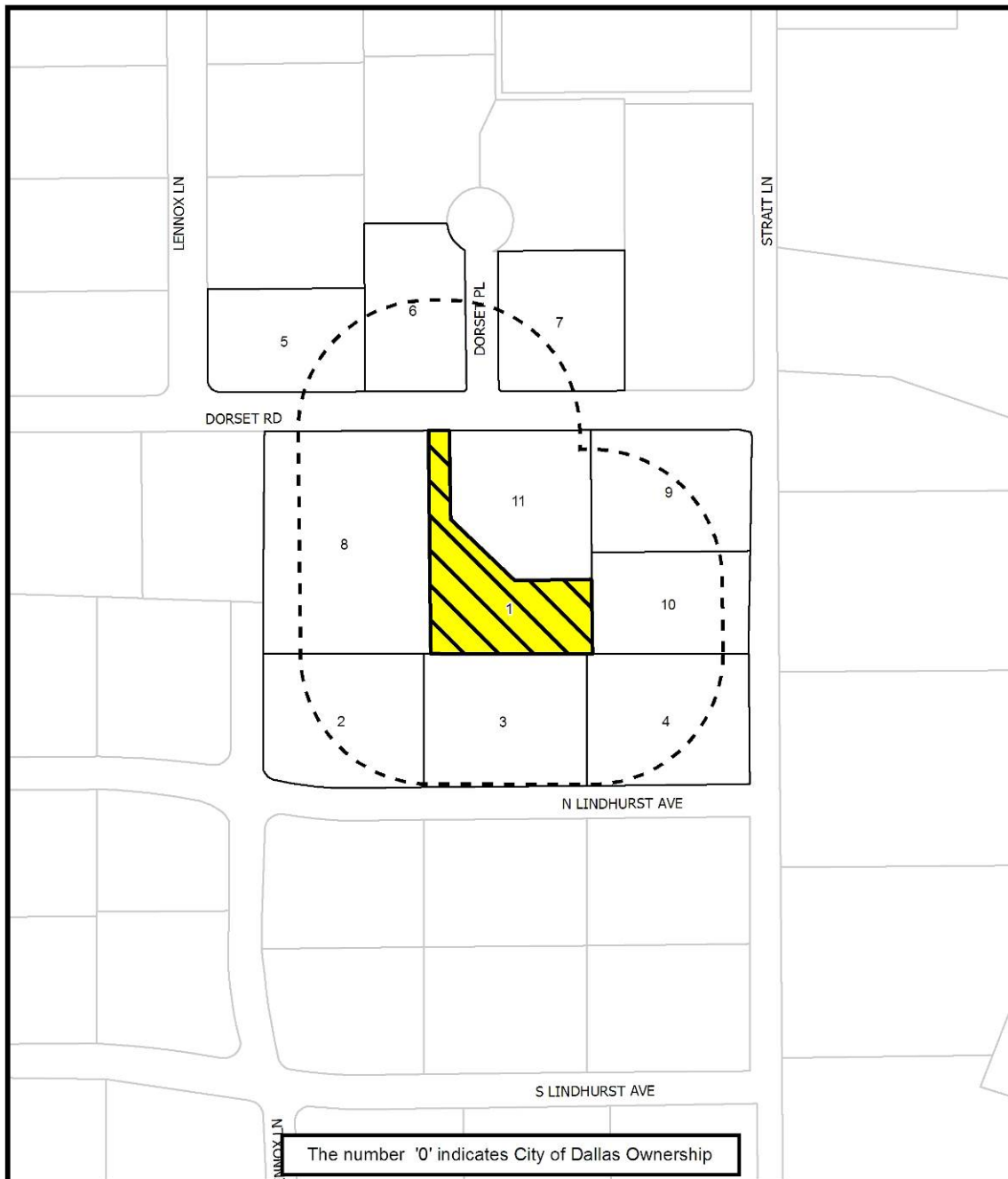
EXISTING FENCE CONDITIONS
 SCALE: 1/4" = 1'-0"



PROPOSED WOOD FENCING AS SHOWN ON SITE PLAN
 SCALE: 1/4" = 1'-0"



4802 DORSET SITE PLAN
 SCALE: 1/4" = 1'-0"



 1:2,400	NOTIFICATION		Case no: BDA156-064
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">200'</div> AREA OF NOTIFICATION <div style="border: 1px solid black; padding: 2px; display: inline-block;">11</div> NUMBER OF PROPERTY OWNERS NOTIFIED	Date: 5/13/2016	

Notification List of Property Owners

BDA156-064

11 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	4802 DORSET RD	BMAS TRUST THE
2	4801 N LINDHURST AVE	HOWELL CHARLES D &
3	4835 N LINDHURST AVE	SAXTON VICKY & KELLY
4	10235 STRAIT LN	ALTABEF PETER A & JENNIFER B
5	4707 DORSET RD	GILES PHOEBE H
6	3 DORSET PL	NAIFEH JEROME G & DONNA
7	2 DORSET PL	BROWNING LISA STROOPE
8	4710 DORSET RD	NEUHOFF ROBERT V ETAL
9	10255 STRAIT LN	SHAMOUN C GREGORY
10	10245 STRAIT LN	KIRBY JOHN SCOTT & KATHLEEN MARIE MCCLEARY
11	4804 DORSET RD	WATTERS JOHN P &

FILE NUMBER: BDA156-066(SL)

BUILDING OFFICIAL'S REPORT: Application of Nancy Rodriguez for a special exception to the fence height regulations at 10650 Strait Lane. This property is more fully described as Lot 4B, Block 5519, and is zoned R-1ac(A), which limits the height of a fence in the front yard to 4 feet. The applicant proposes to construct and maintain a 9 foot 9 inch high fence, which will require a 5 foot 9 inch special exception to the fence height regulations.

LOCATION: 10650 Strait Lane

APPLICANT: Nancy Rodriguez

REQUEST:

A request for a special exception to the fence height regulations of 5' 9" is made to construct and maintain a 7' high solid stone veneer fence with 7' 8" high stone veneer columns and a 9' 9" high solid metal entry gate on an undeveloped site.

STANDARD FOR A SPECIAL EXCEPTION TO FENCE HEIGHT REGULATIONS:

Section 51A-4.602 of the Dallas Development Code states that the board may grant a special exception to the height requirement for fences when in the opinion of the board, the special exception will not adversely affect neighboring property.

STAFF RECOMMENDATION:

No staff recommendation is made on this or any request for a special exception to the fence height regulations since the basis for this type of appeal is when in the opinion of the board, the special exception will not adversely affect neighboring property.

BACKGROUND INFORMATION:

Zoning:

Site: R-1ac (A) (Single family district 1 acre)
North: R-1ac (A) (Single family district 1 acre)
South: R-1ac (A) (Single family district 1 acre)
East: R-1ac (A) (Single family district 1 acre)
West: R-1ac (A) (Single family district 1 acre)

Land Use:

The subject site is undeveloped. The areas to the north, south, east, and west are developed with single family uses.

Zoning/BDA History:

1. BDA156-005, Property at 10650 Strait Lane (the subject site)

On January 20, 2016, the Board of Adjustment Panel B denied a request for a special exception to fence height regulations of 9' 9" without prejudice. The case report stated the request was made to replace an existing approximately 5' high open wrought iron fence and approximately 9' high arched wrought iron entry gate with a 7' 4" high solid stone veneer fence with 8' 4" high stone veneer columns and a 9' 9" high metal entry gate on an undeveloped site.
2. BDA023-113, Property at 10647 Strait Lane (the lot northwest of the subject site)

On August 26, 2003, the Board of Adjustment Panel A granted a request for a special exception to fence height regulations of 4' 9" and imposed the submitted scaled elevation/site plan as a condition to the request. The case report stated the request was made to construct and maintain a 6' high open wrought iron fence with 7' high brick columns and two 6' – 8' 9" high open wrought iron entry gates.
3. BDA001-172, Property at 10660 Strait Lane (the lot north of the subject site)

On March 27, 2001, the Board of Adjustment Panel A granted a request for a special exception to the fence height regulations of 6' and a special exception to allow a 2nd electrical meter on the site. The Board imposed the submitted elevation and site/landscape plan as a condition to these requests. The case report stated the requests were made to construct and maintain a maximum 7' high combination open fence with a 2' 4" solid masonry base and a 10' high PVC-coated metal tennis court fence, and a special exception to allow a 2nd electrical meter on a site.

4. BDA012-221, Property at 10620 Strait Lane (the lot south of the subject site)

On August 13, 2002, the Board of Adjustment Panel B granted a request for a special exception to the fence height regulations of 8' 1" and imposed the submitted site plan and fence elevations as a condition to this request.

The case report stated the requests were made to construct and maintain an 8' high open metal fence with 8' 1" high metal posts, 9' 4.5" high entry columns and a 12' 1" high arched entry gate.

5. BDA001-258, Property at 10611 Strait Lane (the lot southwest of the subject site)

On November 12, 2001, the Board of Adjustment Panel C granted a request for a special exception to the fence height regulations of 3' 2", granted and a request for a special exception to the single family use regulations, and granted a request for a variance to the front yard setback regulations. The board imposed the submitted revised landscape site plan and revised fence elevation with regard to the requests for a fence height special exception and front yard variance requests, and imposed the revised landscape/site plan and that the property be deed-restricted to prohibit the additional dwelling unit from being used as rental accommodations with regard to the single family use special exception.

The case report stated the requests were made to construct and maintain a single family home, garage, and guest quarters on the site, and to construct and maintain an 8' 3" high open metal fence with 8' 9" high columns, and 9' 2" high metal entry gates.

GENERAL FACTS/STAFF ANALYSIS:

- This request focuses on constructing and maintaining a 7' high solid stone veneer fence with 7' 8" high stone veneer columns and a 9' 9" high solid metal entry gate on an undeveloped site.
- The Dallas Development Code states that in all residential districts except multifamily districts, a fence may not exceed 4' above grade when located in the required front yard.
- The subject site is zoned R-1ac(A) and has a 40' front yard setback.

- The applicant has submitted a full site plan and partial site plan/elevation of the proposal with notations indicating that the proposal reaches a maximum height of 9' 9".
- The following additional information was gleaned from the submitted full site plan:
 - The proposal is represented as being approximately 220' in length parallel to Strait Lane.
 - The proposed fence is represented as being located on the front property line, or approximately 16' from the pavement line, and the proposed gate is represented as being located 12' from the front property line, or approximately 28' from the pavement line.
- Two single family lots front the proposal. One of these lots has no fence in its front yard, and the other has an approximately 6' high open metal fence with 7.5' high entry gates that that appears to be the result of a fence height special exception granted by the Board in 2001: BDA 001-258.
- The Board Administrator conducted a field visit of the site and surrounding area (approximately 400 feet north and south of the subject site) and noted a number of other fences over 4' in height and in front yard setbacks. In addition to the fence immediately southwest of the site previously described were the following:
 - an approximately 7' high solid fence with 9' high gate immediately north of the subject site; and
 - an approximately 9' high open metal fence with 11' high gates immediately south of the subject site; and an approximately 6' high combination open metal/solid masonry fence located northwest of the subject site.
 (These properties have recorded BDA history for requests for special exceptions to fence height regulations).
- As of June 17, 2016, no letters have been submitted in support of or in opposition to the request.
- The applicant has the burden of proof in establishing that the special exception to the fence height regulations of 5' 9" will not adversely affect neighboring property.
- Granting this special exception of 5' 9" with a condition imposed that the applicant complies with the submitted a full site plan and partial site plan/elevation would require the proposal exceeding 4' in height in the front yard setback to be constructed and maintained in the location and of the heights and materials as shown on these documents.

Timeline:

April 20, 2016: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.

May 13, 2016: The Board of Adjustment Secretary assigned this case to Board of Adjustment Panel B. This assignment was made in order to comply with Section 9 (k) of the Board of Adjustment Working Rule of Procedure that states, "If a subsequent case is filed concerning the same request, that case must be returned to the panel hearing the previously filed case."

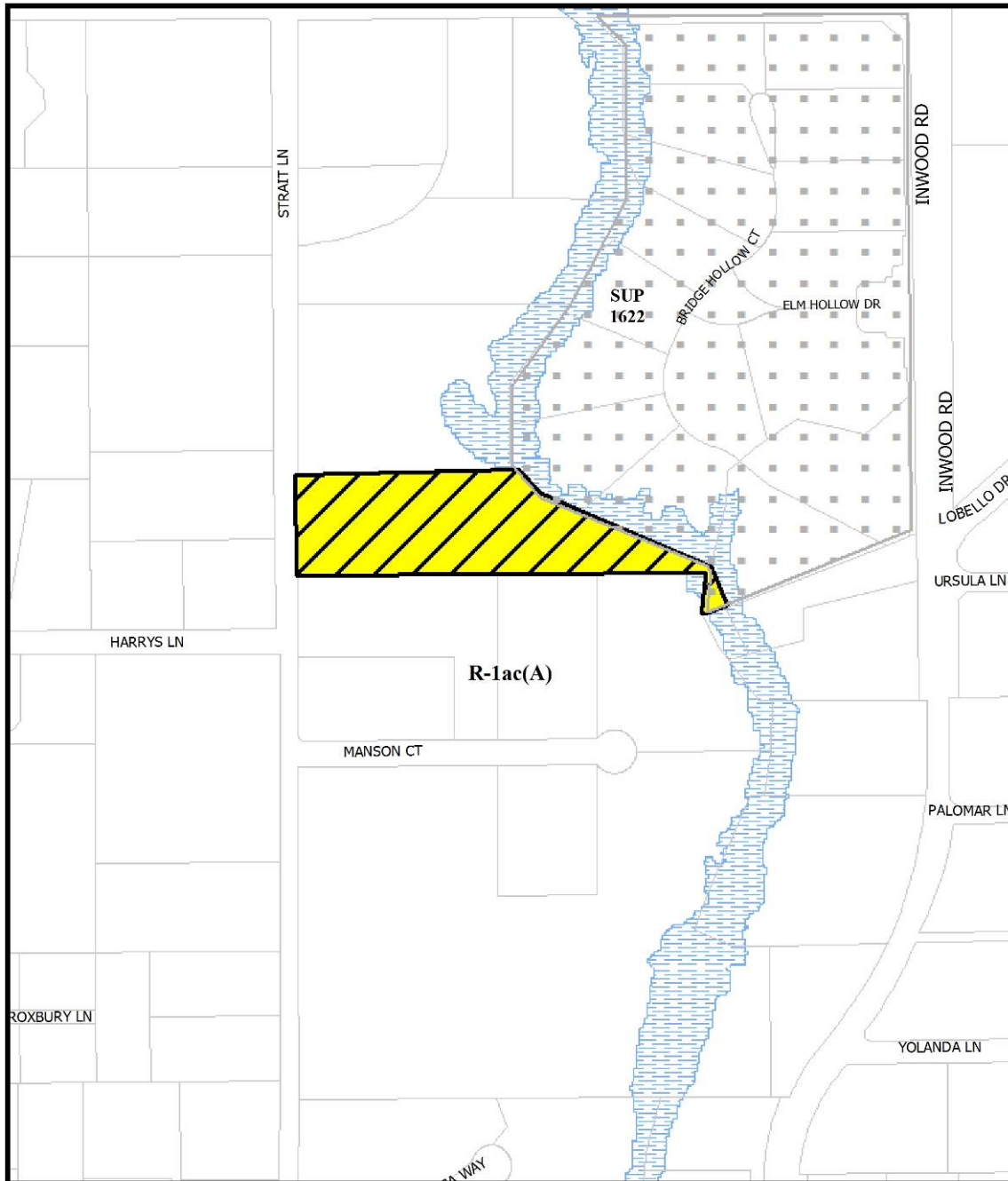
May 13, 2016: The Board Administrator emailed the applicant the following information:

- a copy of the application materials including the Building Official's report on the application;
- an attachment that provided the public hearing date and panel that will consider the application; the June 8th deadline to submit additional evidence for staff to factor into their analysis; and the 1 p.m., June 17th deadline to submit additional evidence to be incorporated into the Board's docket materials;
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to "documentary evidence."

June 8, 2016: The Building Inspection Senior Plans Examiners/Development Code Specialist created a revised Building Official's report that reflected the applicant's request to raise the special exception request from 3' 8" to 5' 9" (see Attachment A).

June 14, 2016: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for June public hearings. Review team members in attendance included: the Sustainable Development and Construction Interim Assistant Director, the Sustainable Development and Construction Board of Adjustment Chief Planner, the Building Inspection, Chief Planner, the Board Administrator, the Building Inspection Senior Plans Examiners/Development Code Specialist, the Chief Arborist, the Sustainable Development and Construction Department Senior Planner, the Sustainable Development and Construction Department Project Engineer, and the Assistant City Attorney to the Board.

No review comment sheets were submitted in conjunction with this application.

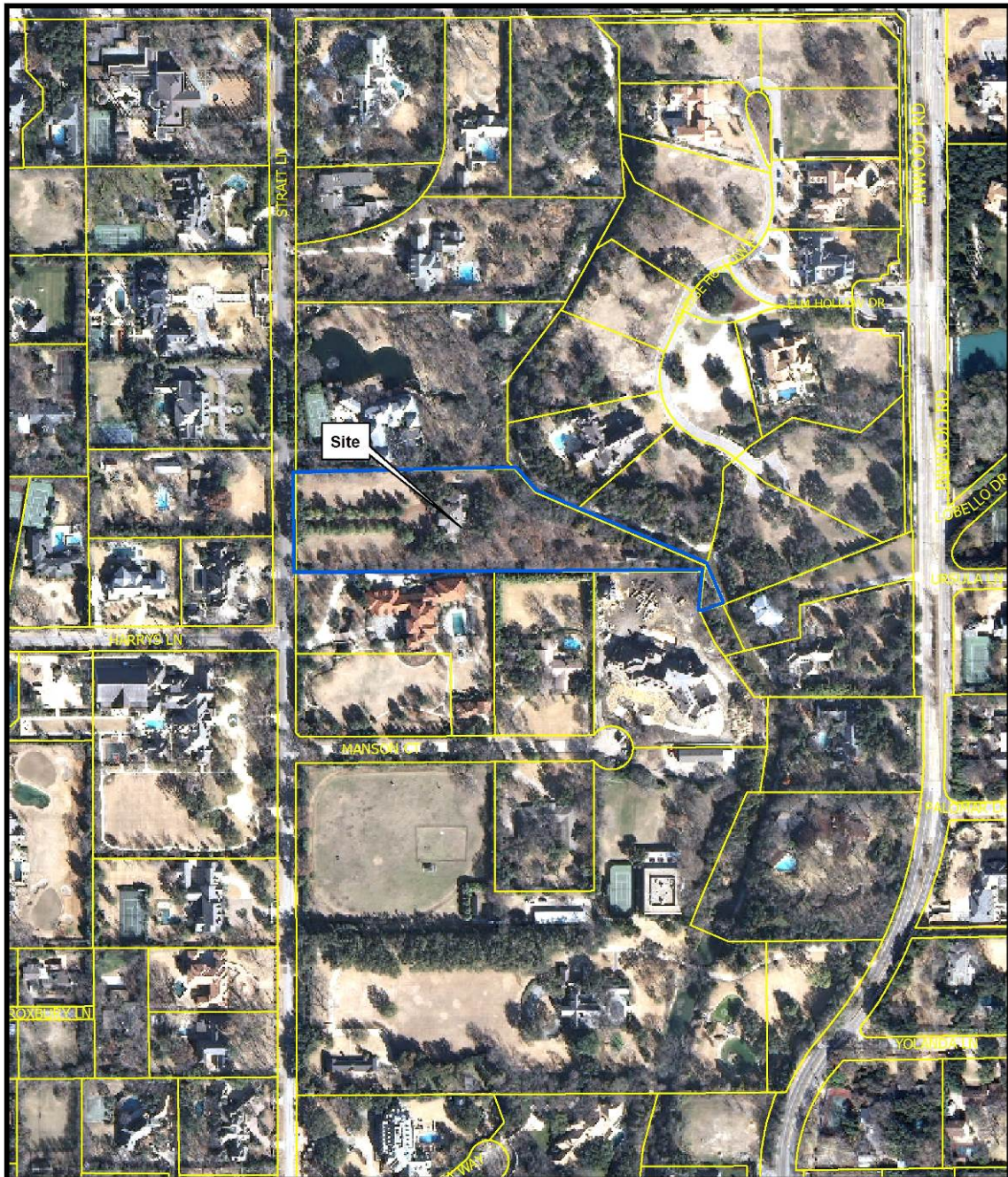


1:3,600

ZONING MAP

Case no: BDA156-066

Date: 5/13/2016



1:3,600

AERIAL MAP

Case no: BDA156-066

Date: 5/13/2016



City of Dallas

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 156-066

Data Relative to Subject Property:

Date: 4/20/2016

Location address: 10650 Strait Lane Zoning District: R-1ac (A)

Lot No.: 4B Block No.: 5519 Acreage: 3.97 Census Tract: 76.01

Street Frontage (in Feet): 1) 230.55 2) 3) 4) 5) NE2A

To the Honorable Board of Adjustment :

Owner of Property (per Warranty Deed): Bryan Wilburn and wife Shanin Wilburn

Applicant: Nancy Rodriguez Telephone: 214-280-1277

Mailing Address: 8001 Wayne Way, Rowlett Texas Zip Code: 75088

E-mail Address: nancy@mmchomes.com

Represented by: Nancy Rodriguez Telephone:

Mailing Address: Zip Code:

E-mail Address:

Affirm that an appeal has been made for a Variance, or Special Exception X, of 7'-8" fence which exceeds the maximum height provisions building fence w/stone w/cast stone cap 3'-8" special exception

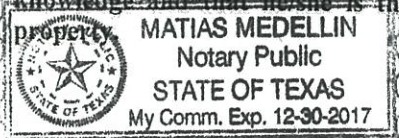
Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to grant the described appeal for the following reason: request to build a 7'-8" fence (3'-8" special exception) fence along the south of the property

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Nancy Rodriugez (Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject



Respectfully submitted: [Signature] (Affiant/Applicant's signature)

Subscribed and sworn to before me this 20 day of April, 2016

(Rev. 08-01-11)

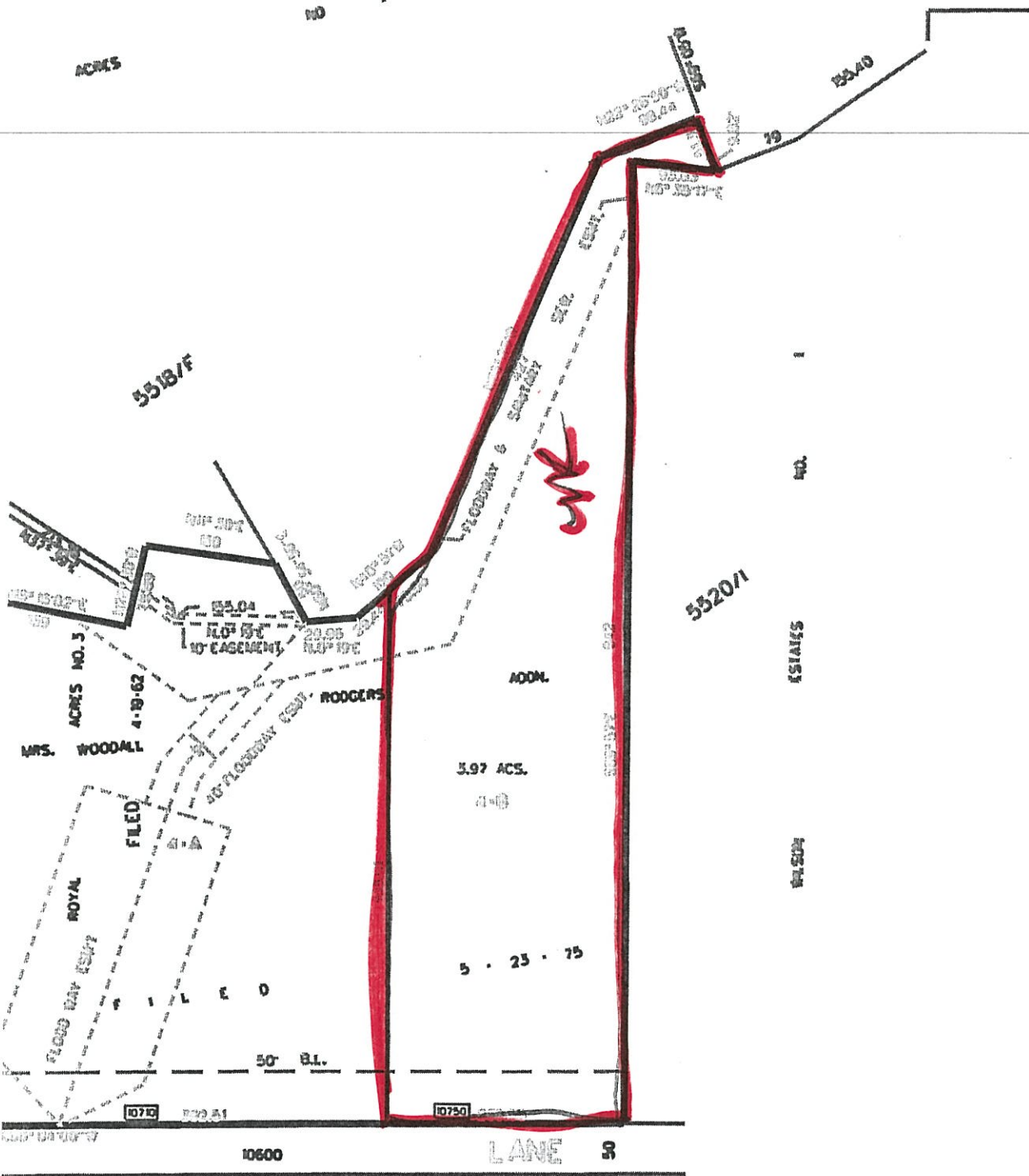
Notary Public in and for Dallas County, Texas



ACRES

10

1



ESTATES

NO.

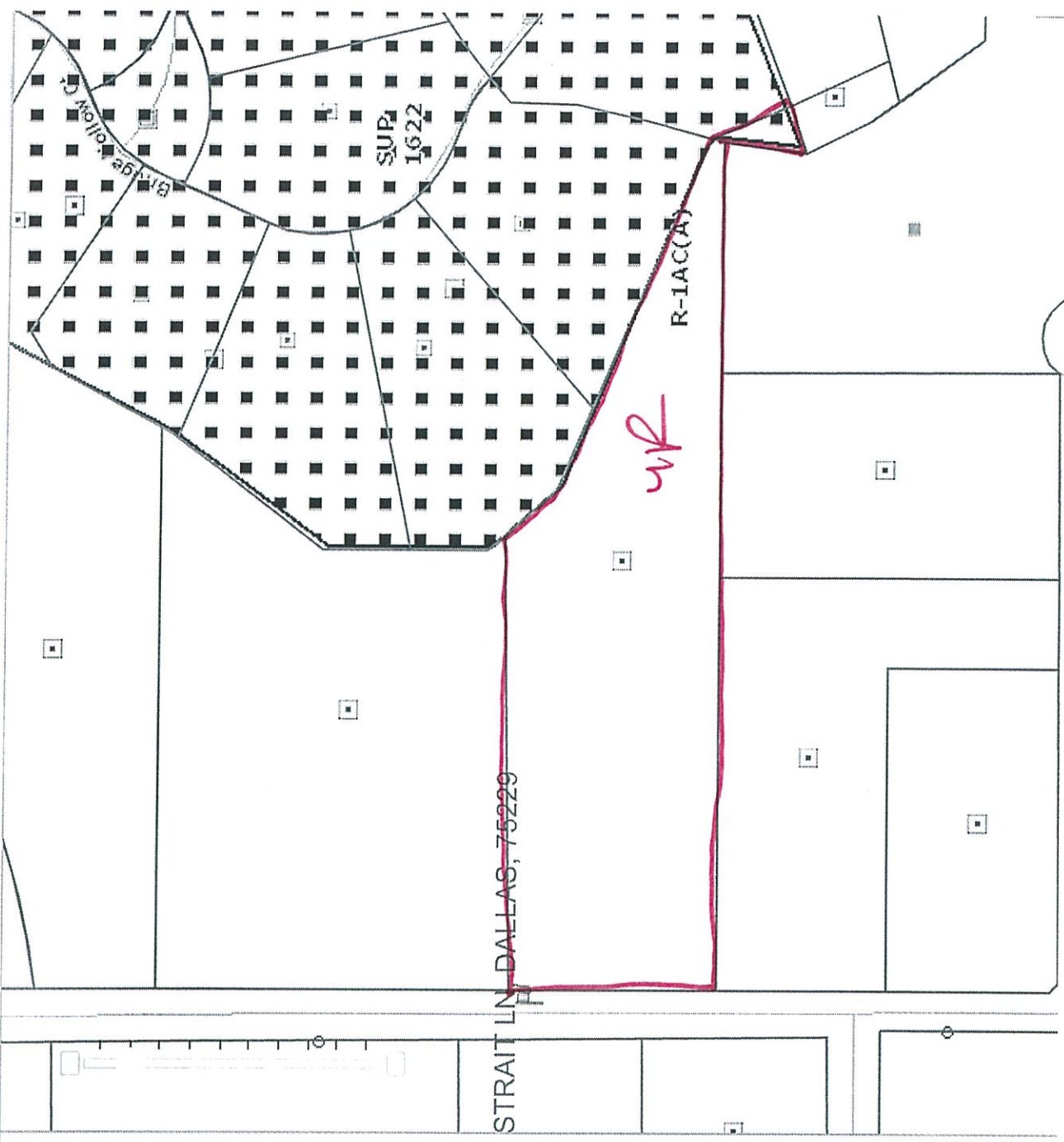
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City of Dallas

Internal Development Research Site

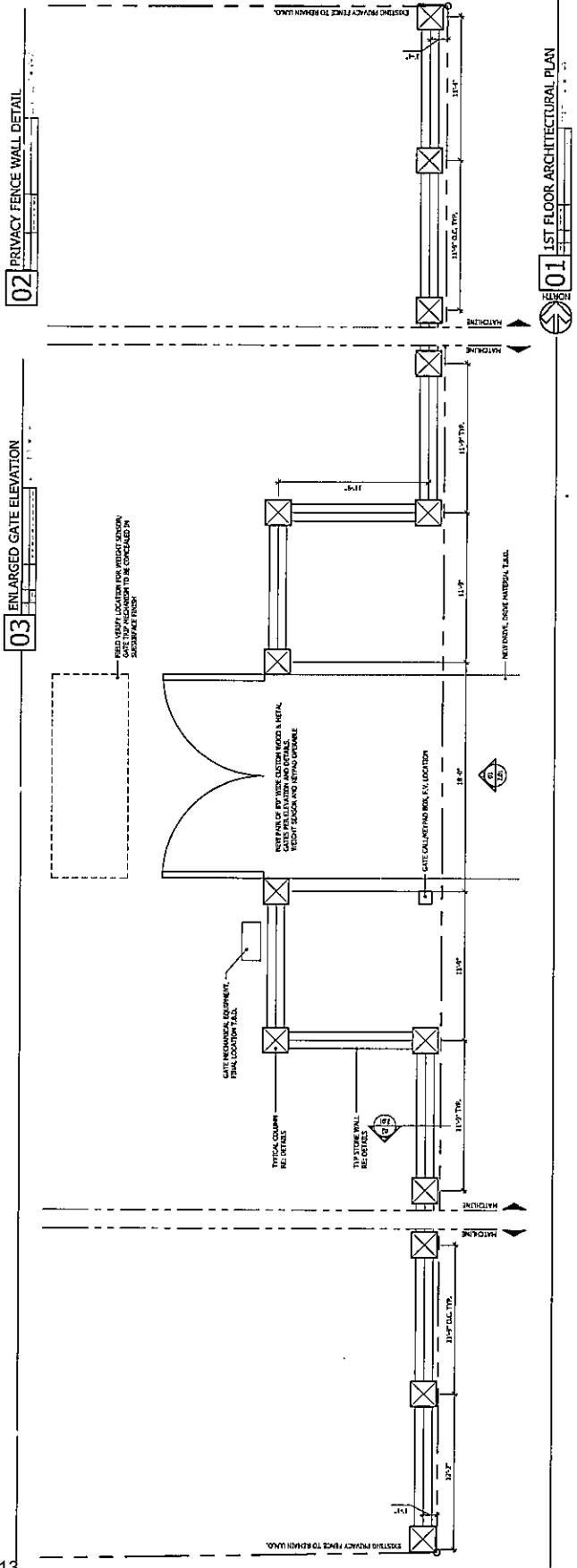
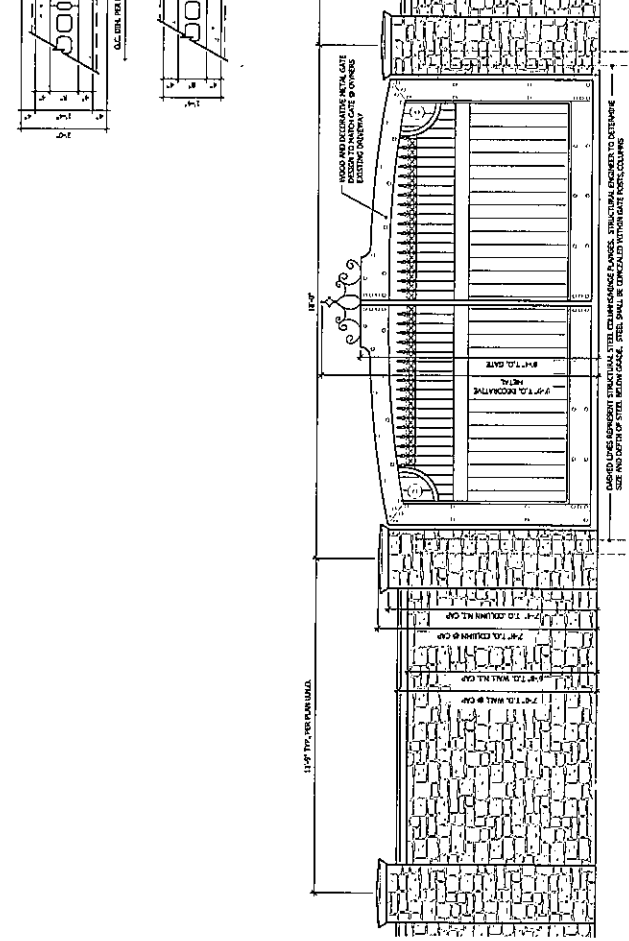
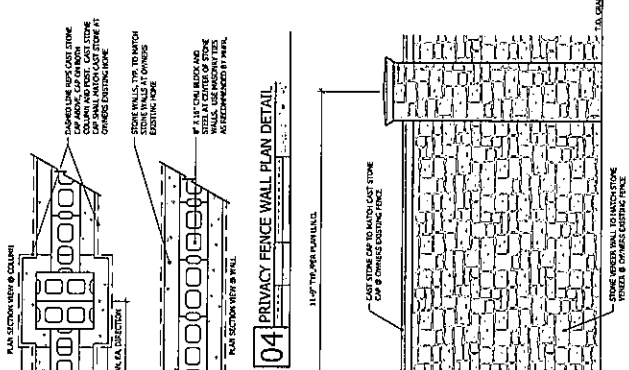
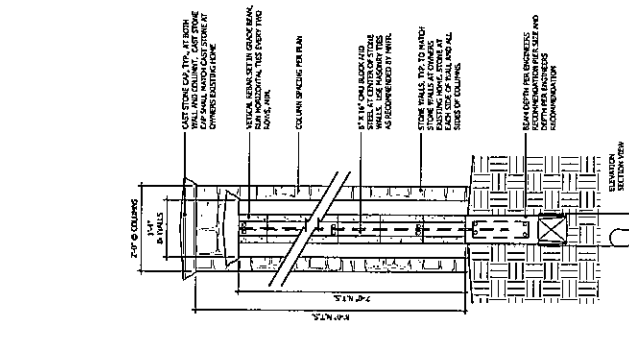
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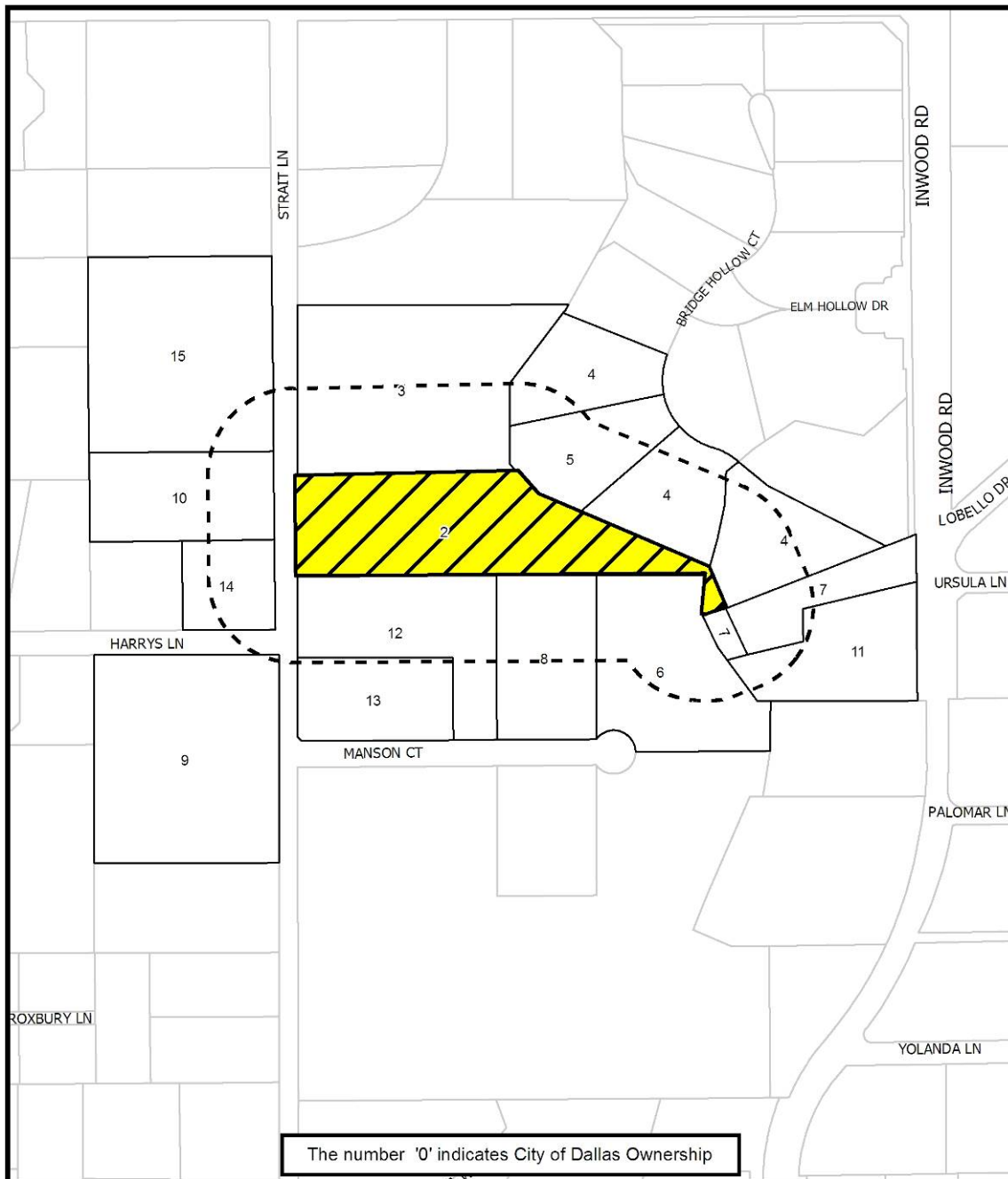
Locate Property



A NEW PRIVATE HORSE STABLE AT
10650 STRAIT LANE
IN THE CITY OF DALYLS TEXAS
FOR BRYAN WILBURN

SHEET #	A2.01
PROJECT #	15-62
ISSUE DATE	17 NOV 2011 - ISSUE FOR REVIEW
	27 JAN 2016 - REVISED ISSUE
SHEET TITLE	GATE PLAN AND DETAILS





 1:3,600	NOTIFICATION		Case no: BDA156-066
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">200'</div> AREA OF NOTIFICATION <div style="border: 1px solid black; padding: 2px; display: inline-block;">15</div> NUMBER OF PROPERTY OWNERS NOTIFIED	Date: 5/13/2016	

Notification List of Property Owners

BDA156-066

15 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	10629 INWOOD RD	COUNTESS DIANA LTD
2	10650 STRAIT LN	WILBURN BRYAN & SHANIN
3	10660 STRAIT LN	CADG 10660 STRAIT LANE LLC
4	10603 BRIDGE HOLLOW CT	CREEKS OF PRESTON HOLLOW
5	10627 BRIDGE HOLLOW CT	QUINN DAVID W & STEPHANIE
6	4939 MANSON CT	WILBURN BRYAN & SHANIN
7	10611 INWOOD RD	ALLISON MARGARET OGLESBY
8	4929 MANSON CT	BUCY J FRED JR
9	10595 STRAIT LN	TROUTT KENNY ALLAN &
10	10621 STRAIT LN	WILSON ROBERT A & LAURA C
11	10573 INWOOD RD	KRUSE DENNIS A &
12	10620 STRAIT LN	K & P STRAIT LANE LTD PS
13	4900 MANSON CT	K & P STRAIT LANE LTD PS
14	10611 STRAIT LN	RAJ GANESH &
15	10711 STRAIT LN	MALOUF RICHARD J & STEPHANIE L

FILE NUMBER: BDA156-069(SL)

BUILDING OFFICIAL'S REPORT: Application of Jeffrey R. Bragalone, represented by Signe Smith, for a variance to the height regulations at 4105 W. Lawther Drive. This property is more fully described as Lot 4B, Block 4408, and is zoned R-1ac(A), which limits the maximum building height to 36 feet. The applicant proposes to construct and maintain a structure with a building height of 41 feet 9 inches, which will require a 5 foot 9 inch variance to the height regulations.

LOCATION: 4105 W. Lawther Drive

APPLICANT: Jeffrey R. Bragalone
Represented by Signe Smith

REQUEST:

A request for a variance to the height regulations of 5' 9" is made to construct and maintain a three-level single family home structure which is proposed to exceed the 36' maximum structure height on the undeveloped subject site.

STANDARD FOR A VARIANCE:

The Dallas Development Code specifies that the board has the power to grant variances from the front yard, side yard, rear yard, lot width, lot depth, coverage, floor area for structures accessory to single family uses, height, minimum sidewalks, off-street parking or off-street loading, or landscape regulations provided that the variance is:

- (A) not contrary to the public interest when, owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed and substantial justice done;
- (B) necessary to permit development of a specific parcel of land that differs from other parcels of land by being of such a restrictive area, shape, or slope, that it cannot be developed in a manner commensurate with the development upon other parcels of land with the same zoning; and
- (C) not granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing a parcel of land not permitted by this chapter to other parcels of land with the same zoning.

STAFF RECOMMENDATION:

Approval, subject to the following condition:

- Compliance with the submitted “enlarged site plan, site section” document is required.

Rationale:

- The subject site is unique and different from most lots in the R-1ac(A) zoning district in that it is sloped. The slope of the subject site is the factor that makes the proposed 35’ 6” high single family home on the site measured from existing grade, 41’ 9” in height (or 5’ 9” above the 36’ maximum permitted height) measured from *average* grade.
- Furthermore, the proposed home with a total square footage of approximately 8,200 square feet appears to be commensurate with other developments in the same R-1ac(A) zoning district. The applicant has provided information where the average of seven other properties on the street/zoning district is approximately 10,900 square feet.

BACKGROUND INFORMATION:

Zoning:

- Site: R-1ac(A) (Single family residential 1 acre)
- North: R-1ac(A) (Single family residential 1 acre)
- South: R-1ac(A) (Single family residential 1 acre)
- East: R-1ac(A) (Single family residential 1 acre)
- West: R-1ac(A) (Single family residential 1 acre)

Land Use:

The subject site is undeveloped. The areas to the north and west are developed with single family uses; the area to the east is White Rock Lake; and the area to the south is undeveloped.

Zoning/BDA History:

1. BDA145-075, Property at 4105 W. Lawther Drive (the subject site)

On August 26, 2015, the Board of Adjustment Panel B granted a request for a variance to height regulations of 5’ 9”. The board imposed the following condition: compliance with the submitted enlarged site plan and revised section is required.

The case report stated that the request was made to construct and maintain a three-level single family home structure which is

proposed to exceed the 36' maximum structure height on the undeveloped subject site.

GENERAL FACTS/STAFF ANALYSIS:

- This request focuses on constructing and maintaining a three-level single family home structure which at its highest point reaches 41' 9", and exceeds the 36' maximum structure height on the undeveloped R-1ac(A) zoned subject site by 5' 9".
- The applicant's representative has stated that this application is the same proposal/application that was granted unanimously by the Board of Adjustment Panel B in August of 2015, and that this application is filed only because the applicant did not file for a building permit within 180 days from the Board's favorable action of August 26, 2015.
- The maximum structure height on properties zoned R-1ac(A) is 36'.
- The Dallas Development Code provides the following definition for "height": "Height means the vertical distance measured from grade to: (A) for a structure with a gable, hip, or gambrel roof, the midpoint of the vertical dimension between the lowest eaves and the highest ridge of the structure; (B) for a structure with a dome, the midpoint of the vertical dimension of the dome; and (C) for any other structure, the highest point of the structure".
- The Dallas Development Code provides the following definition for "grade": "Grade means the average of the finished ground surface elevations measured at the highest and lowest exterior corners of a structure. For purposes of this definition, finished ground surface elevation means the ground surface elevation of a building site before any construction or ground surface elevation as altered in accordance with grading plans approved by the building official. Finished ground surface elevation does not include: (A) fill material not necessary to make the site developable; (B) berms; or (C) landscape features".
- The Dallas Development Code provides the following definition for "structure": "Structure means that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner".
- An application and a site/building section document has been submitted that represents the maximum height of the proposed structure to be 41' 9" or 5' 9" above the 36' maximum structure height permitted in the R-1ac(A) zoning district.
- The applicant states that the proposed home would have a total square footage of approximately 8,200 square feet where the average of seven other properties on the street/zoning district is approximately 10,900 square feet.
- The submitted site plan/building section document provides the following notation adjacent to the proposed structure: "35'-6" Exist. Grade-to-roof peak (36'-0" allowed)."
- A revised "enlarged site plan, site section" document has been submitted with notations regarding the height of the proposed structure that indicates: 1) "35'-6" top

of roof above existing grade (36'-0" allowed)"; and 2) "41'-9" top of roof above average grade".

- According to DCAD records, there is "no main improvement" or "no additional improvements" for property addressed at 4105 W. Lawther Drive.
- A site plan has been submitted that documents the slope of the subject site. The site plan denotes contour lines that range from 465' to 491' over the length of the 400' subject site.
- The sloped subject site is rectangular in shape, and according to the submitted application is 1.1 acres in area. The site is zoned R-1ac(A) where lots are typically one acre in area.
- The applicant has the burden of proof in establishing the following:
 - That granting the variance to the height regulations will not be contrary to the public interest when, owing to special conditions, a literal enforcement of this chapter would result in unnecessary hardship, and so that the spirit of the ordinance will be observed and substantial justice done.
 - The variance is necessary to permit development of the subject site that differs from other parcels of land by being of such a restrictive area, shape, or slope, that the subject site cannot be developed in a manner commensurate with the development upon other parcels of land in districts with the same R-1ac(A) zoning classification.
 - The variance would not be granted to relieve a self-created or personal hardship, nor for financial reasons only, nor to permit any person a privilege in developing this parcel of land (the subject site) not permitted by this chapter to other parcels of land in districts with the same R-1ac(A) zoning classification.
- If the Board were to grant the variance request, and impose the submitted "enlarged site plan, site section" document as a condition, the height of the structure on the site would be limited to what is shown on this document.

Timeline:

- May 9, 2016: The applicant submitted an "Application/Appeal to the Board of Adjustment" and related documents which have been included as part of this case report.
- May 13, 2016: The Board of Adjustment Secretary assigned this case to Board of Adjustment Panel B. This assignment was made in order to comply with Section 9 (k) of the Board of Adjustment Working Rule of Procedure that states, "If a subsequent case is filed concerning the same request, that case must be returned to the panel hearing the previously filed case."
- May 13, 2016: The Board Administrator emailed the applicant the following information:
- a copy of the application materials including the Building Official's report on the application;
 - an attachment that provided the public hearing date and panel that will consider the application; the June 8th deadline to submit

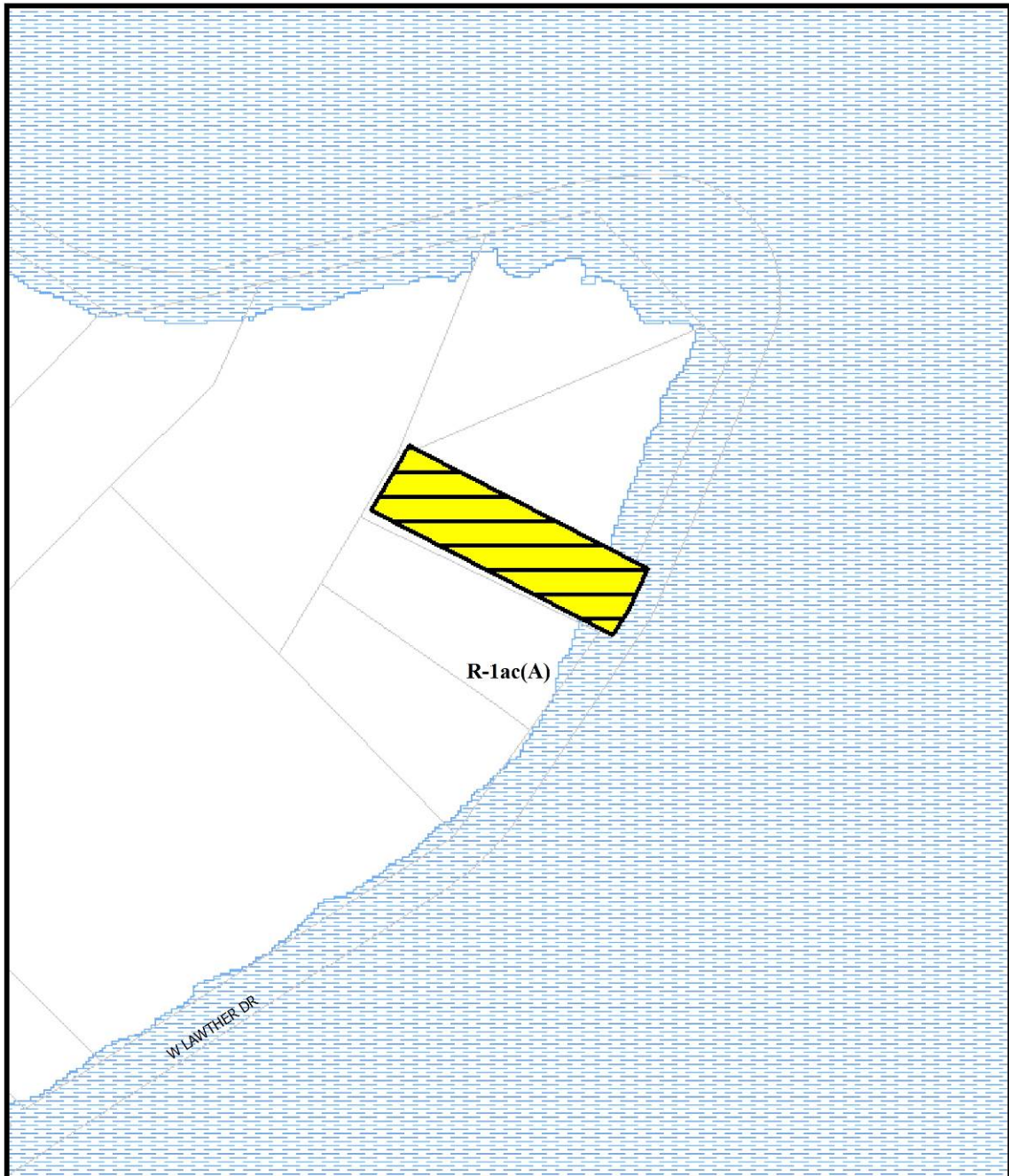
additional evidence for staff to factor into their analysis; and the 1 p.m., June 17th deadline to submit additional evidence to be incorporated into the Board's docket materials;

- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to "documentary evidence."

June 8, 2016: The applicant's representative submitted additional information to staff beyond what was submitted with the original application (see Attachments A and B).

June 14, 2016: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for June public hearings. Review team members in attendance included: the Sustainable Development and Construction Interim Assistant Director, the Sustainable Development and Construction Board of Adjustment Chief Planner, the Building Inspection, Chief Planner, the Board Administrator, the Building Inspection Senior Plans Examiners/Development Code Specialist, the Chief Arborist, the Sustainable Development and Construction Department Senior Planner, the Sustainable Development and Construction Department Project Engineer, and the Assistant City Attorney to the Board.

No review comment sheets with comments were submitted in conjunction with this application.



1:2,400

ZONING MAP

Case no: BDA156-069

Date: 5/27/2016



1:2,400

AERIAL MAP

Case no: BDA156-069

Date: 5/27/2016

BDA156-069
Attach A Pg 1

Long, Steve

From: Signe Smith <signes@smitharc.com>
Sent: Wednesday, June 08, 2016 10:00 AM
To: Long, Steve
Cc: Jeff Bragalone; 'Mickie Bragalone'
Subject: BDA156-069 / 4105 W. Lawther Dr / 2015 Approved Application
Attachments: Variance_Approval_2015_08_26.pdf

Mr. Long,

I thought it might be helpful for the Board to know that **we are submitting the exact same Application (for 4105 W. Lawther Dr.) as our previous Application, which was Approved unanimously at the Board Hearing (Panel B approved 5-0) on Aug. 26, 2015.** The Bragalones also are agreeable to the exact same condition imposed by the Board in its prior grant of the variance, i.e., that "compliance with the submitted enlarged site plan with site section is required." We are resubmitting this Application ONLY because we inadvertently missed the 180 day cut off for submitting for a Building Permit or obtaining an extension.

I have attached here the Approved Application Materials (scanned to PDF) for your use/reference as well. Please don't hesitate to contact me or the Owner should you have any questions.

Thank you,
signe

signe smith . assoc aia
smitharc architects
214 . 403 . 4039
www.smitharc.com



BDA 156-069

Attach A

PS 2

B

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 145-075

Date: 4/30/2015

Data Relative to Subject Property:

Location address: 4105 W Lawther Drive

Zoning District: R-1AC (A)

Lot No.: 4B

Block No.: 4408

Acreage: 1.1100

Census Tract: 80.00

Street Frontage (in Feet): 1) 115'

2) _____

3) _____

4) _____

5) _____ 565 B

To the Honorable Board of Adjustment :

Owner of Property (per Warranty Deed): Jeffrey R & Mickie S Bragalone

Applicant: Jeffrey R Bragalone

Telephone: 214.906.3646

Mailing Address: 6712 Avalon Ave

Zip Code: 75214

E-mail Address: jrb1@sbcglobal.net

Represented by: Signe Smith

Telephone: 214.403.4039

Mailing Address: 5646 Milton Street #631

Zip Code: 75206

E-mail Address: signes@smitharc.com

Affirm that an appeal has been made for a Variance X, or Special Exception , of 5'-9" over the 36'-0" height restriction.

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to grant the described appeal for the following reason:

4105 W Lawther has a Restrictive Slope such that it cannot be developed in a manner commensurate when compared to other R-1AC (A) lots. We are also requesting this Variance in an effort to be a good neighbor, and act in the public's best interest, by pushing the main structure to the back of the lot in order to maximize the public's views of White Rock Lake rather than locating the structure at the front yard setback which would be within code, but block public views significantly. Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared

Jeffrey R. Bragalone

(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property.

Respectfully submitted:

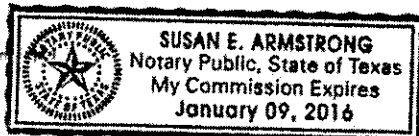
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 30th day of

April 2015

Susan E. Armstrong
Notary Public in and for Dallas County, Texas

Rev 08-



MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing Aug. 26, 2015

Appeal was--Granted OR Denied

Remarks Granted -
Compliance with the
Submitted enlarged site
Plan with site section
is required.

Signe Smith
Chairman

Building Official's Report

I hereby certify that Jeffrey R. Bragalone
represented by Signe Smith
did submit a request for a variance to the building height regulation
at 4105 W. Lawther Drive

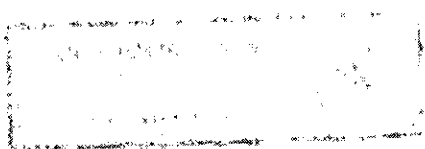
BDA145-075. Application of Jeffrey R. Bragalone represented by Signe Smith for a variance to the building height regulation at 4101 W. Lawther Drive. This property is more fully described as Lot 4B, Block 4408, and is zoned R-1ac(A), which limits the maximum building height to 36 feet. The applicant proposes to construct a single family residential structure with a building height of 41 feet 9 inches, which will require a 5 foot 9 inch varian to the maximum building height regulation.


BOARD OF ADJUSTMENT DECISION FILED
IN THE OFFICE OF THE BOARD OF ADJUSTMENT
THIS THE 27 DAY OF
August, 20 15.

Steve Long
ADMINISTRATOR

Sincerely,

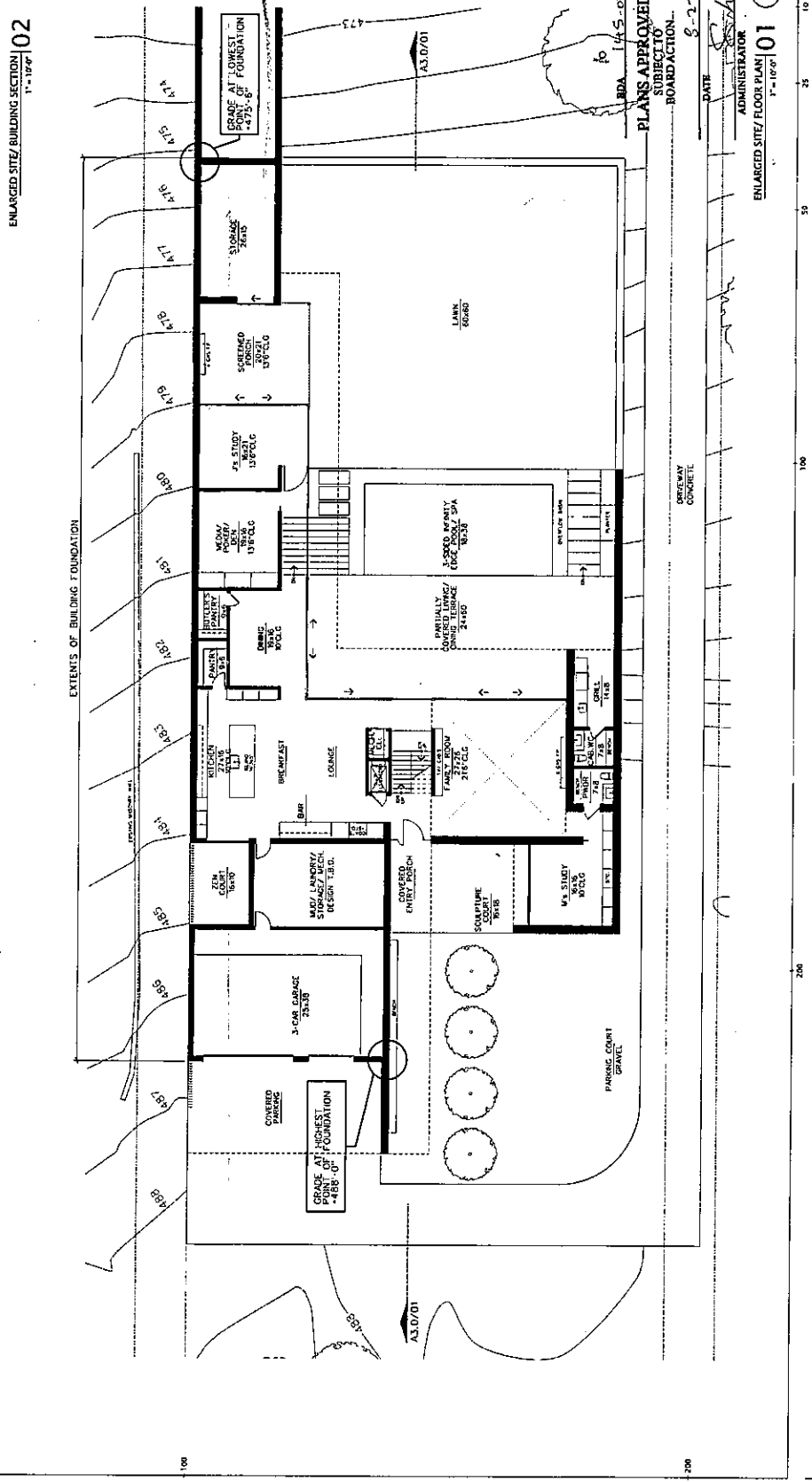
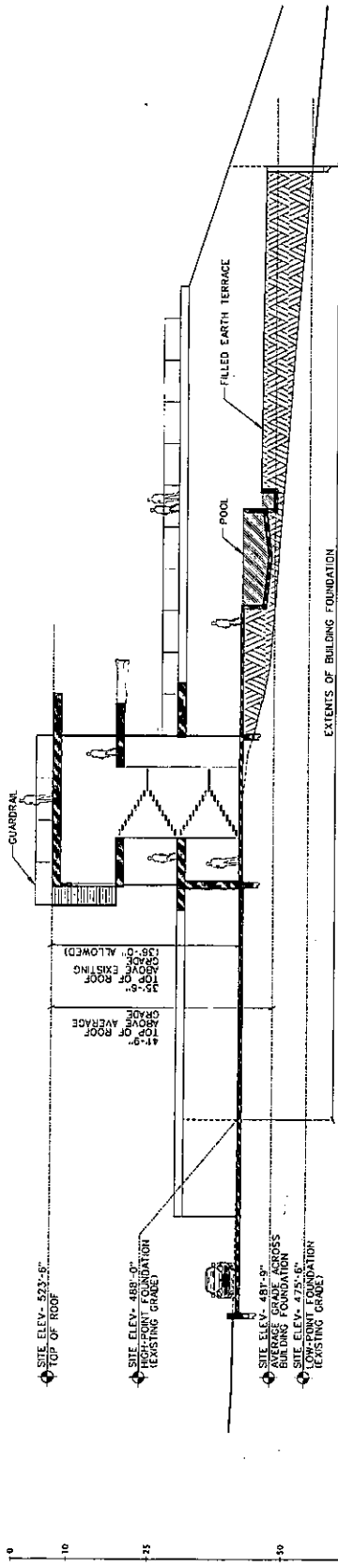
Larry V. Holmes
Larry Holmes, Building Official



smitharc ARCHITECTS 1001 W. 14th St., Suite 100 Fort Lauderdale, FL 33304 TEL: 954.574.1100 FAX: 954.574.1101	DESIGN CONSULTANTS	GENERAL CONTRACTOR	PROFESSIONAL SEAL  2018 JAN 23	PROJECT 4105 West Lantier - Drive James P. Voss - 70214	ISSUE DATE VARIANCE APPLICATION 2018 JUL 12	PERMITS NOT FOR PERMITTING OR CONSTRUCTION	SHEET TITLE ENLARGED SITE PLAN, SITE SECTION	DATE 8-17	BRIEF NUMBER A4.0
	copyright © 2018 smitharc, inc								

BDA
 156-
 069

Attach
 A
 Pg 4



PLANS APPROVED
 SUBJECT TO
 BOARD ACTION

DATE 8-17-15

ADMINISTRATOR
[Signature]

Long, Steve

BDA156-069

Attach B

Pg 1

From: Signe Smith <signes@smitharc.com>
Sent: Wednesday, June 08, 2016 11:54 AM
To: Long, Steve
Cc: Jeff Bragalone; 'Mickie Bragalone'
Subject: BDA156-069: R-1AC(A) 3-story examples
Attachments: R-1AC(A) Lots with 3 Story Homes and No Property Slope (003).pdf

Mr. Long,

In addition to the materials we have already submitted for variance request BDA156-069, 4105 W. Lawther Dr., we would also like to submit the attached exhibit. It shows a dozen R-1AC(A) properties in the City of Dallas where the MLS listing service has listed the property as having 3 stories. Each page of the attached document also includes for each property a screen capture of property address from Google Maps with terrain shown, which illustrates that none of these other R-1AC(A) zoned properties are burdened by a restrictive slope.

Thank you for your consideration and inclusion of this attachment and this email.

Regards,
signe

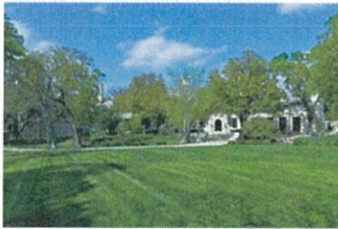
signe smith . assoc aia
smitharc architects
214 . 403 . 4039
www.smitharc.com

R-1AC(A) Zoned Lots with Three Story Homes and No Property Slope

9008 Briarwood Ln.




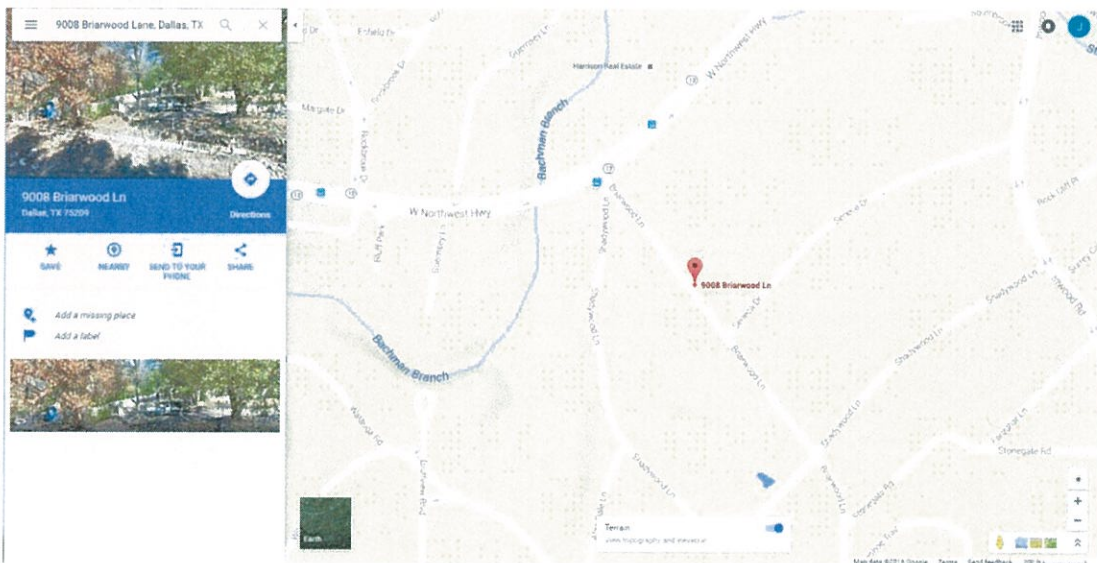
MLS#: 11907029 Sold **9008 Briarwood LN** Dallas 75209-2016 LP:

	Category: Residential	Type: RES-Single Family Orig LP:
	Area: 25/2	Also for Lease: N
Subdv: Sunnybrook Ests	Lease MLS#: _____	Lst \$ / SqFt: \$645.56
County: Dallas	Plan Name: _____	
Parcel ID: 00000420736000000	Legal: SUNNYBROOK ESTATES BLK 5/5578	Unexempt Taxes: \$173,032
Lot: B	Block: 55578	
Multi Prcl: No	MUD Dst: No	

Bedrooms: 6	Tot Baths: 7.4	Liv Areas: 5	Stories: 3
Fireplaces: 7	Full Baths: 7	Dining Areas: 3	Pool: Yes
Sec Sys: Yes	Half Baths: 4		

SqFt: 16,265 / Tax	Yr Built: 2007 / Preowned
# Gar Spaces: 4	Garage Size: _____
# Carprt Spcs: 0	Cvrd Park: 4
Acres: 1.764	Lot Dimen: _____
HOA: None	HOA Dues: _____
	Accessory Unit: _____
	Accessory Unit Type: _____

1 / 25 

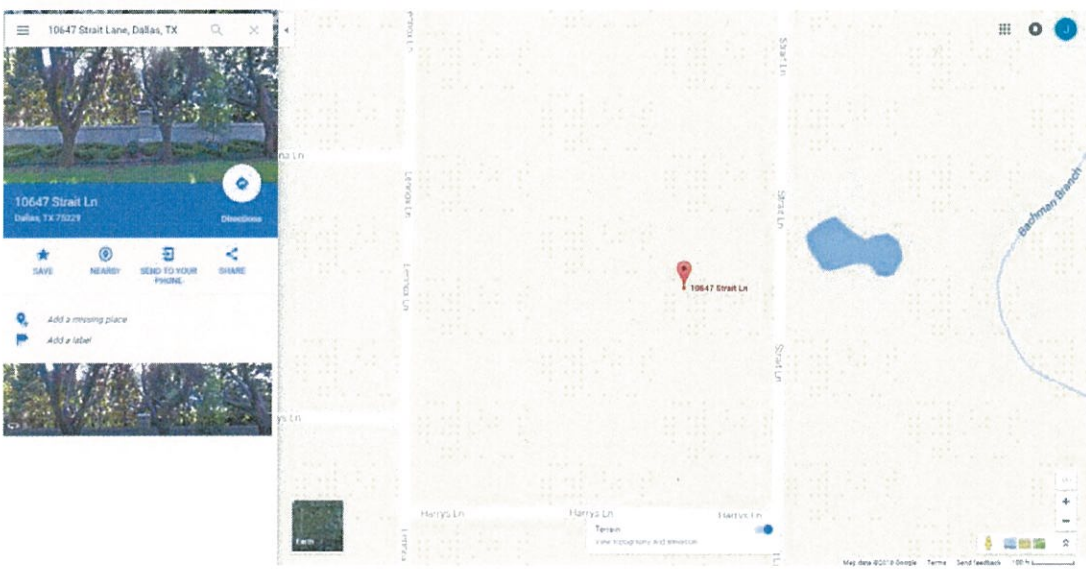


10647 Strait Ln.

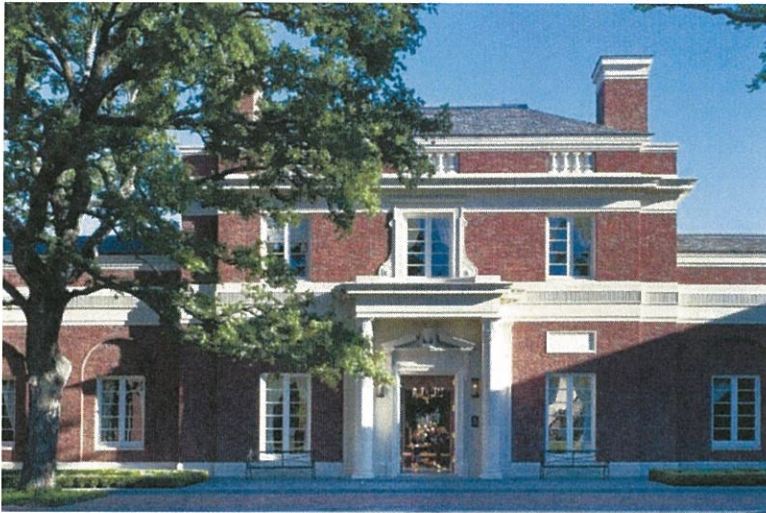


MLS#: 11268686 Sold 10647 Strait LN Dallas 75229-5426 LP:

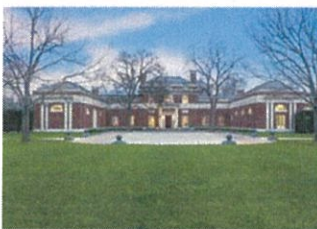
	Category: Residential	Type: RES-Single Family	Orig LP:
	Area: 11/8	Also for Lease: N	
Subdiv: Wilson Estates 01	Lease MLS#:	Lst \$ / SqFt: \$488.45	
County: Dallas	Plan Dvlpmnt:		
Parcel ID: 000004160980000000	Legal: Ac 2.0 Vol94105/3571	Unexempt Taxes:	
Lot: Tr7 Block: 3/5522	MUD Dst: No		
Multi Prcl: No			
Bedrooms: 5	Tot Baths: 7.3	Liv Areas: 4	Stories: 3
Fireplaces: 6	Full Baths: 7	Dining Areas: 2	Pool: Yes
Sec Sys: Yes	Half Baths: 3		
SqFt: 14,280 / Appraiser	Yr Built: 2006 / Preowned		
# Gar Spaces: 4	Garage Size:	Hdcp Am: No	Will Subdiv: No
# Carprt Spcs: 0	Cvrd Park: 4		
Acres: 2.000	Lot Dimen: 2 Acres		
HOA: None	HOA Dues:		
Accessory Unit:		Accessory Unit Type:	



5950 Deloache Ave.



MLS#: 12139796 Active 5950 Deloache AVE Dallas 75225-3005 LP:



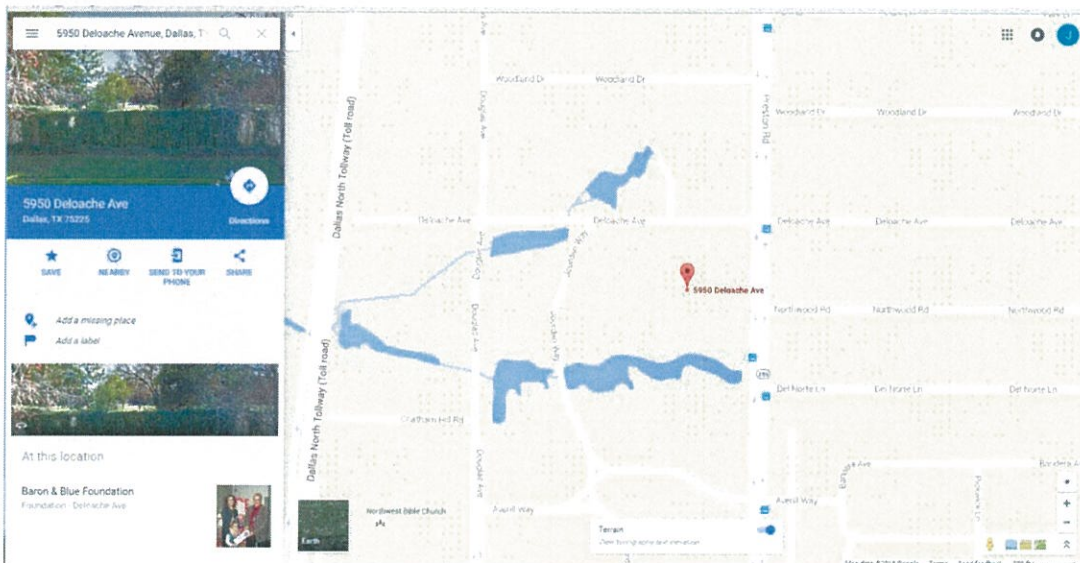
1 / 26

Category: Residential	Type: RES- Single Family	Orig LP: N
Area: 11/13	Also for Lease: N	Lst \$ / SqFt: \$1868.36
Subdy: Baron	Lease MLS#: 	
County: Dallas	Lake Name: 	
Parcel ID: 00561700000010000	Plan Dvlpmnt: 	
Lot: 1 Block: 5617	Legal: BARON BLK 5617 LT 1 ACS 8.985	Unexempt Taxes: \$411,531
Multi Prcl: No	MUD Dst: No	

Bedrooms: 4	Tot Baths: 6.5	Liv Areas: 5	Stone: 3
Fireplaces: 4	Full Baths: 6	Dining Areas: 2	Pool: Yes
Sec Sys: Yes	Half Baths: 5		

SqFt: 15,254 / Tax	Yr Built: 1997 / Preowned
# Gar Spaces: 5	Garage Size: 44 x 24
# Carprt Spcs: 0	Cvrd Park: 5
Acres: 8.985	Lot Dimen: 8.985 acs
HOA: None	HOA Dues:

Accessory Unit: **Yes** Accessory Unit Type: **Guest Quarter**



10095 Strait Ln.

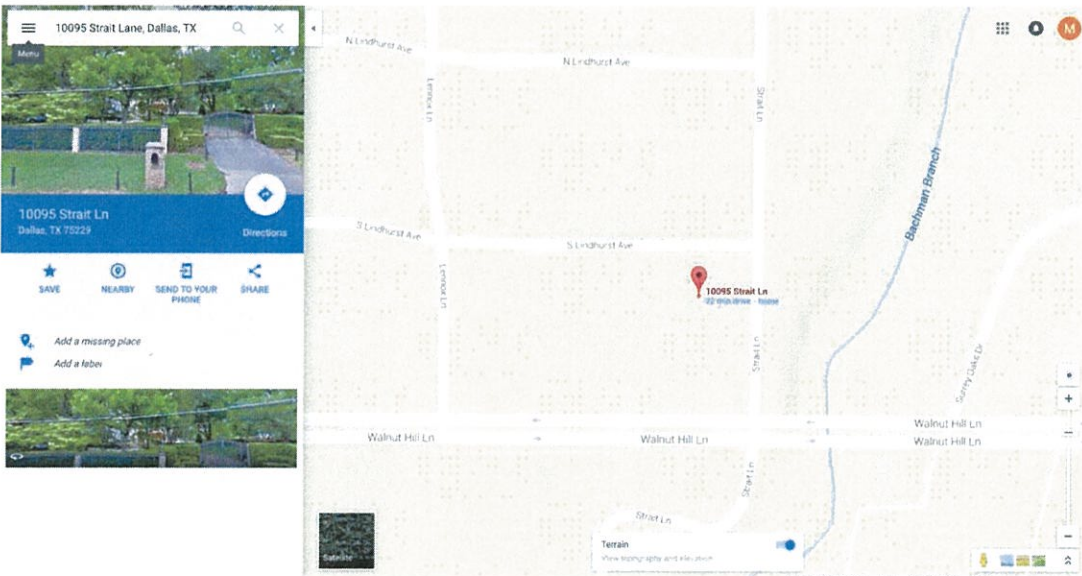


MLS#: 13363247 Active 10095 Strait LN Dallas 75229-6562 LP:



1 / 36 Front elevation, Gated Entry, Circular Drive...


Category: Residential	Type: RES-Single Family	Orig LP:
Area: 11/8	Also for Lease: N	Lst \$ / SqFt: \$555.82
Subdv: Taylor Estates	Lease MLS#:	
County: Dallas	Lake Name:	
Parcel ID: 0000041629600000	Plan Dvlpmnt:	BLK 3/5531 LT 3 INT200600180025 DD0510
Lot: 3	Legal:	Unexempt Taxes:
Multi Prcl: No	MUD Dst: No	
Bedrooms: 5	Tot Baths: 7.1	Liv Areas: 5
Fireplaces: 5	Full Baths: 7	Dining Areas: 2
Sec Sys: Yes	Half Baths: 1	Stories: 3
		Pool: Yes
SqFt: 10,345 / Appraiser	Yr Built: 1998 / Preowned	
# Gar Spaces: 3	Garage Size: 24 x 34	
# Carprt Spcs: 0	Cvrd Park: 5	Hdcp Am: No
Acres: 1.000	Lot Dimen:	Will Subdiv: No
HOA: None	HOA Dues:	
Accessory Unit:	Accessory Unit Type:	



9639 Hollow Way Rd.



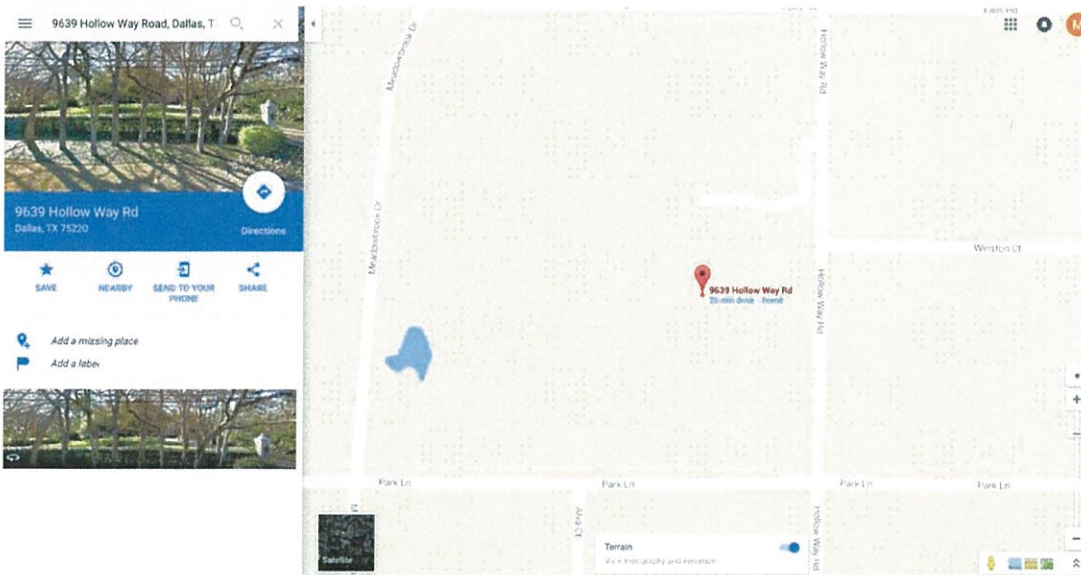
MLS#: **13323149** **Active** **9639 Hollow Way Rd** **Dallas** **75220-2118** LP:

	Category: Residential	Type: RES-Single Family Orig LP:	
	Area: 11/13	Also for Lease: N	Lst \$ / SqFt: \$710.28
	Subdv: Preston Hollow	Lease MLS#: 	
	County: Dallas	Lake Name: 	
Parcel ID: 00559000020020000	Plan Dvlpmnt: 	PRESTON HOLLOW REPLAT BLK 2/5590 LT 2	
Lot: 2	Legal: 	Unexempt Taxes: 	
Multi Prcl: No	Block: 25590	MUD Dst: No	

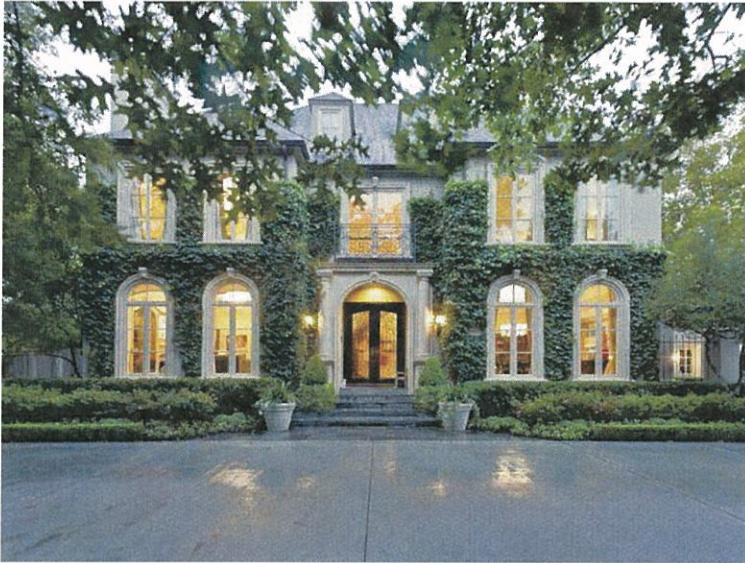
Bedrooms: 6	Tot Baths: 7.3	Liv Areas: 4	Storie: 3
Fireplaces: 4	Full Baths: 7	Dining Areas: 2	Pool: Yes
Sec Sys: Yes	Half Baths: 3		

SqFt: 14,072 / Tax	Yr Built: 1989 / Preowned		
# Gar Spaces: 3	Garage Size: 23 x 38		
# Carprt Spcs: 0	Cvrd Park: 3	Hdcp Am: No	
Acres: 1.997	Lot Dimen: 	Will Subdiv: No	
HOA: None	HOA Dues: 		

Accessory Unit: **Yes** Accessory Unit Type: **Pool House**



5808 Falls Rd.



MLS#: **11679338** **Sold** **5808 Falls RD** **Dallas** **75225-1617** LP:



1 / 25

Category: **Residential**
 Area: **11/13**
 Subdv: **El Parado Add**
 County: **Dallas**
 Parcel ID: **00000422065000000**
 Lot: **1** Block: **A5614**
 Multi Prcl: **No**

Type: **RES-Single Family** Orig LP:
 Also for Lease: **N** Lst \$ / Sqf
 Lease MLS#: Lake Name:
 Plan Dvlpmnt: **El Parado Addn Blk A/5614 Lt 1**
 Legal: Unexempt Taxes: **\$43,366**
 MUD Dst: **No**

Bedrooms: **6** Tot Baths: **7.1** Liv Areas: **3** Stories: **3**
 Fireplaces: **2** Full Baths: **7** Dining Areas: **2** Pool: **Yes**
 Sec Sys: **Yes** Half Baths: **1**

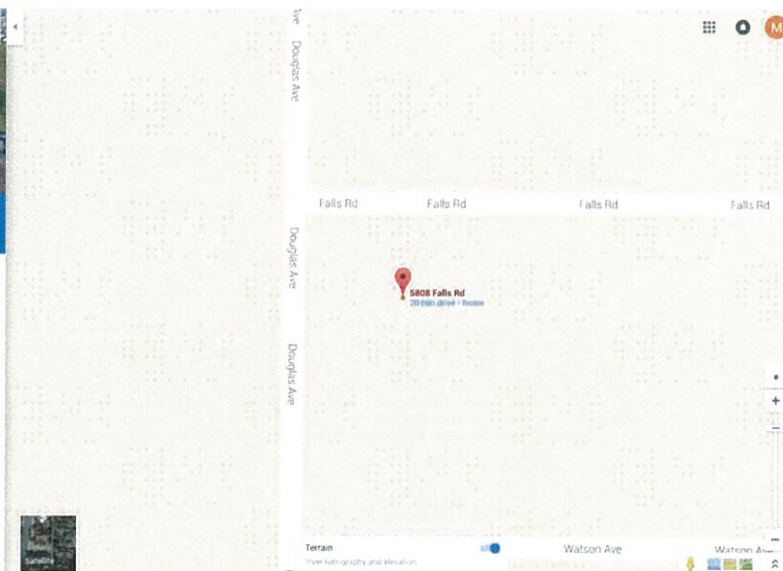
SqFt: **5,812 / Tax** Yr Built: **1994 / Preowned**
 # Gar Spaces: **3** Garage Size: **27 x 27**
 # Carprt Spcs: **0** Cvrdr Park: **3** Hdcp Am: **No**
 Acres: **0.737** Lot Dimen: Will Subdiv: **No**
 HOA: **None** HOA Dues: Accessory Unit: Accessory Unit Type:

5808 Falls Road, Dallas, TX

5808 Falls Rd
 Dallas, TX 75225

SAVE NEARBY SEND TO YOUR PHONE SHARE

Add a missing place
 Add a label



4848 Shadywood Ln.

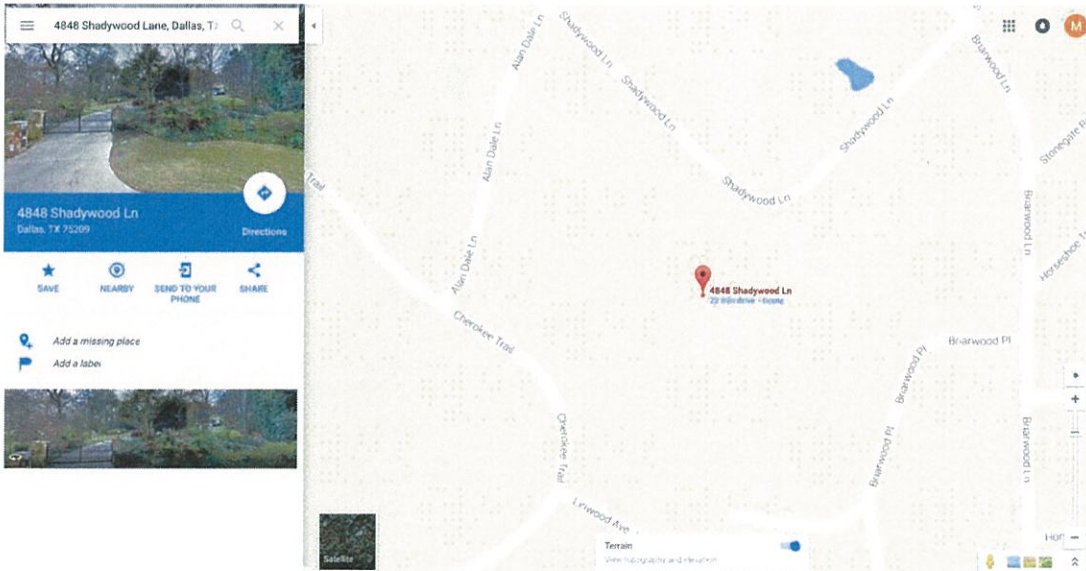


MLS#: **11919719** **Sold** **4848 Shadywood LN** **Dallas** **75209-2022** LP:

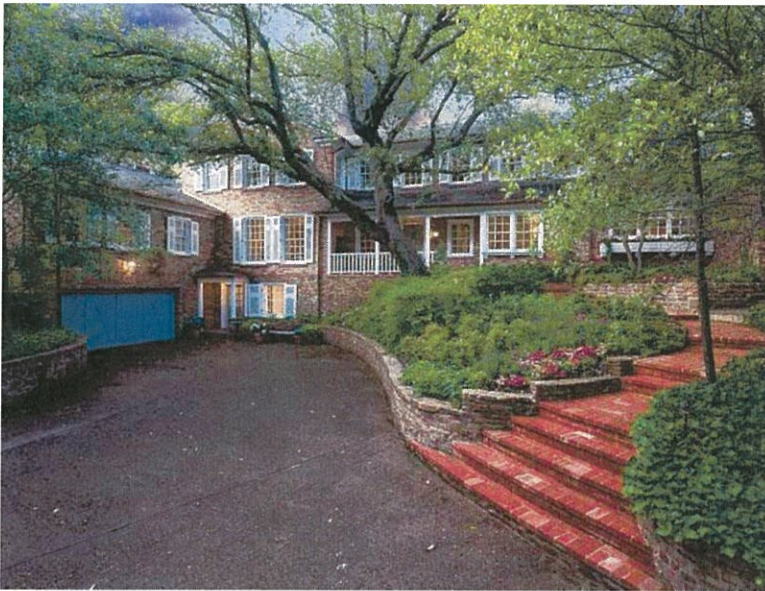


1 / 1


Category: Residential	Type: RES-Single Family	Orig LP:
Area: 25/2	Also for Lease: N	
Subdv: Sunnybrook Estates	Lease MLS#: 	Lst \$ / SqFt: \$705.17
County: Dallas	Lake Name: 	
Parcel ID: 0000042055900000	Plan Dvlpmnt: SUNNYBROOK ESTATES BLK 1/5574	
Lot: 8	Legal: 	Unexempt Taxes:
Block: 15574	MUD Dst: No	
Multi Prct: No		
Bedrooms: 4	Tot Baths: 4.3	Liv Areas: 3
Fireplaces: 3	Full Baths: 4	Dining Areas: 3
Sec Sys: Yes	Half Baths: 3	Stories: 3
		Pool: Yes
SqFt: 6,736 / Tax	Yr Built: 1998 / Preowned	
# Gar Spaces: 3	Garage Size: 	Hdcp Am: No
# Carprt Spcs: 0	Cvrd Park: 4	Will Subdiv: No
Acres: 1.764	Lot Dimen: 	
HOA: None	HOA Dues: 	Accessory Unit Type:

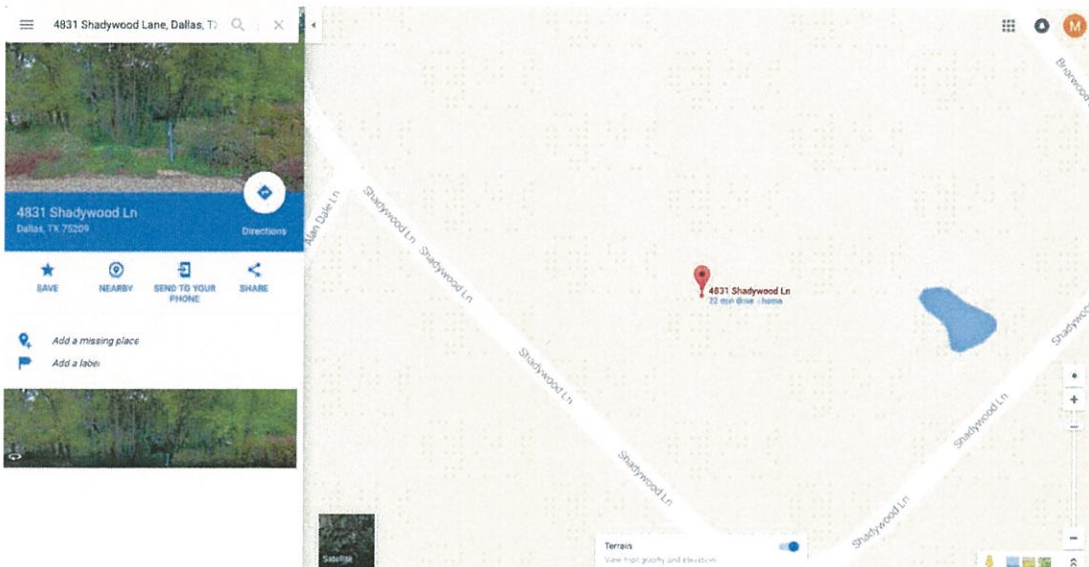


4831 Shadywood Ln.



MLS#: **13148688** **Sold** **4831 Shadywood LN** **Dallas** **75209-2021** LP:

	Category: Residential	Type: RES-Single Family Orig LP:	
	Area: 25/2	Also for Lease: N	Lst \$ / SqFt: \$540.52
	Subdv: Sunnybrook Estates	Lease MLS#: 	
	County: Dallas	Lake Name: 	
Parcel ID: 00000420589000000	Plan Dvlpmnt: SUNNYBROOK ESTATES BLK 2/5575 PT LOTS	Legal: 	Unexempt Taxes: \$88,220
Lot: 7	Block: 25575	MUD Dst: No	
Multi Prcl: No			
Bedrooms: 5	Tot Baths: 6.2	Liv Areas: 3	Stories: 3
Fireplaces: 4	Full Baths: 6	Dining Areas: 2	Pool: No
Sec Sys: Yes	Half Baths: 2		
SqFt: 7,206 / Tax	Yr Built: 1947 / Preowned		
# Gar Spaces: 2	Garage Size: 23 x 21		
# Carprt Spcs: 0	Cvrd Park: 4	Hdcp Arn: No	
Acres: 1.229	Lot Dimen: 	Will Subdiv: No	
HOA: None	HOA Dues: 		
Accessory Unit: 	Accessory Unit Type: 		



5532 Park Ln.

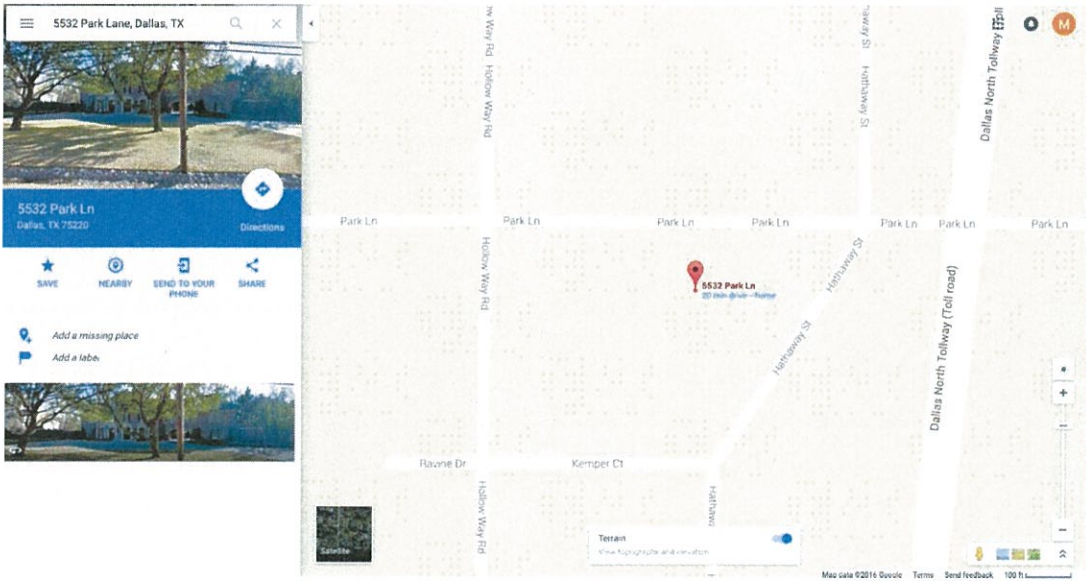


County: **Dallas** Lake Name:
 Parcel ID: **0000042146500000** Plan Dvlpmt:
 Lot: **2** Block: **75597** Legal: **BATESONS BLK 7/5597 E142FT LT 2 & W32F1**
 Multi Prcl: **Yes** MUD Dst:**No** Unexempt Taxes:**\$147,341**

Bedrooms: **7** Tot Baths: **9.1** Liv Areas: **5** Stories: **3**
 Fireplaces: **5** Full Baths: **9** Dining Areas: **2** Pool: **Yes**
 Sec Sys: **Yes** Half Baths: **1**

SqFt: **13,236 / Tax** Yr Built: **2007 / Preowned**
 # Gar Spaces: **5** Garage Size: **0 x 0**
 # Carprt Spcs: **3** Cvrd Park: **8** Hdcp Arn: **Yes**
 Acres: **0.958** Lot Dimen: Will Subdiv: **No**
 HOA: **None** HOA Dues: Accessory Unit: Accessory Unit Type:


1 / 36



9338 Meadowbrook Dr.

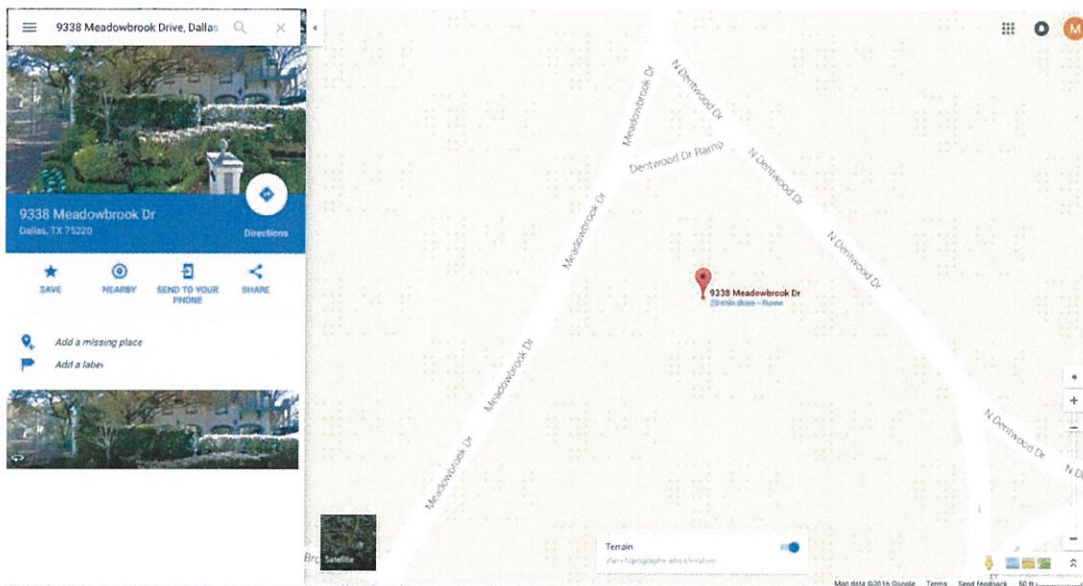


MLS#: **11474438** **Sold** **9338 Meadowbrook** **Dallas** **75220** LP:

 <p>1 / 21 Front</p>	Category: Residential	Type: RES-Single Family	Orig LP:
	Area: 11/13	Also for Lease: N	Lst \$ / SqFt: \$501.85
	Subdv: Dentwood #2 Addn	Lease MLS#: 	
	County: Dallas	Lake Name: 	
Parcel ID: 0000042116500000	Plan Dvlpmnt: 	Legal: 	
Lot: 18	Block: 5588	MUD Dst: No	Unexempt Taxes:
Multi Prcl: No			

Bedrooms: 4	Tot Baths: 4.3	Liv Areas: 4	Storie: 3
Fireplaces: 5	Full Baths: 4	Dining Areas: 2	Pool: NO
Sec Sys: Yes	Half Baths: 3		

SqFt: 13,540 / Other Documentation	Yr Built: 1986 / Preowned		
# Gar Spaces: 7	Garage Size: 	Hdcp Am: No	
# Carprt Spcs: 0	Cvrd Park: 7	Will Subdiv: No	
Acres: 2.000	Lot Dimen: 2 Acres		
HOA: None	HOA Dues: 	Accessory Unit: 	Accessory Unit Type:





B

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 156-069
Date: 5/09/2016

Data Relative to Subject Property:
Location address: 4105 W Lawther Drive Zoning District: R-1AC (A)
Lot No.: 4B Block No.: 4408 Acreage: 1.1100 Census Tract: 80.00
Street Frontage (in Feet): 1) 115' 2) _____ 3) _____ 4) _____ 5) _____

585B

To the Honorable Board of Adjustment :
Owner of Property (per Warranty Deed): Jeffrey R & Mickie S Bragalone
Applicant: Jeffrey R Bragalone Telephone: 214.906.3646
Mailing Address: 6712 Avalon Ave Zip Code: 75214
E-mail Address: MBragalone@me.com
Represented by: Signe Smith Telephone: 214.403.4039
Mailing Address: 5646 Milton Street #631 Zip Code: 75206
E-mail Address: signes@smitharc.com

Affirm that an appeal has been made for a Variance X, or Special Exception , of
5'-9" over the 36'-0" height restriction.

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to grant the described appeal for the following reason:
4105 W Lawther has a Restrictive Slope such that it cannot be developed in a manner commensurate when compared to other R-1AC (A) lots. We are also requesting this Variance in an effort to be a good neighbor, and act in the public's best interest, by pushing the main structure to the back of the lot in order to maximize the public's views of White Rock Lake rather than locating the structure at the front yard setback which would be within code, but block public views significantly. Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

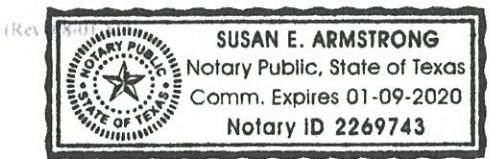
Before me the undersigned on this day personally appeared Jeffrey R. Bragalone
(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property.

Respectfully submitted: [Signature]
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 9th day of May 2016

[Signature]
Notary Public in and for Dallas County, Texas



MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

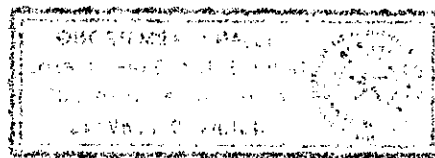
Building Official's Report

I hereby certify that Jeffrey R. Bragalone
represented by Signe Smith
did submit a request for a variance to the building height regulation
at 4105 W. Lawther Drive

BDA156-069. Application of Jeffrey R. Bragalone represented by Signe Smith for a variance to the building height regulation at 4105 W. Lawther Drive. This property is more fully described as Lot 4B, Block 4408, and is zoned R-1ac(A), which limits the maximum building height to 36 feet. The applicant proposes to construct a single family residential structure with a building height of 41 feet 9 inches, which will require a 5 foot 9 inch varian to the maximum building height regulation.

Sincerely,

Philip Sikes
Philip Sikes, Building Official

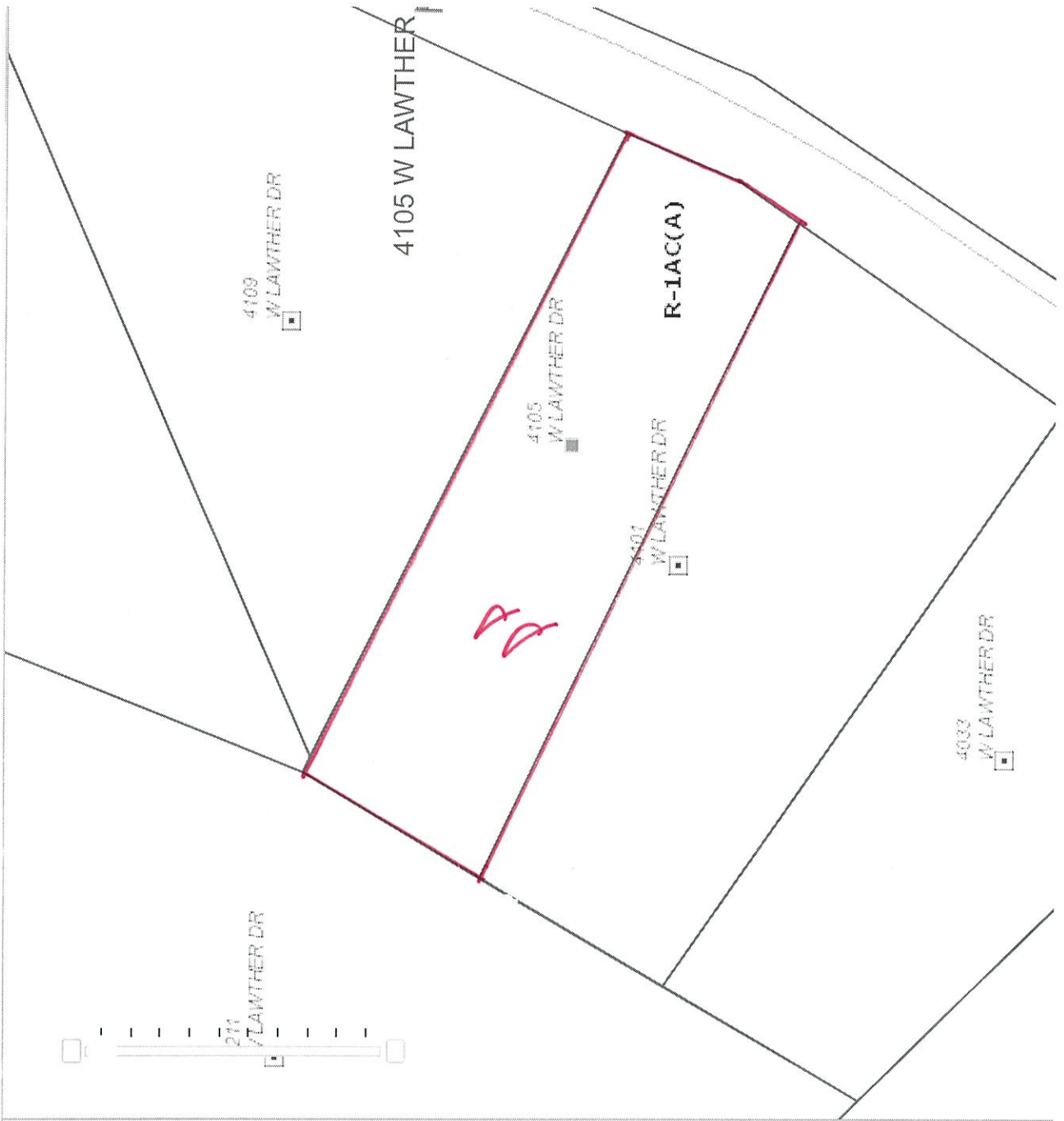


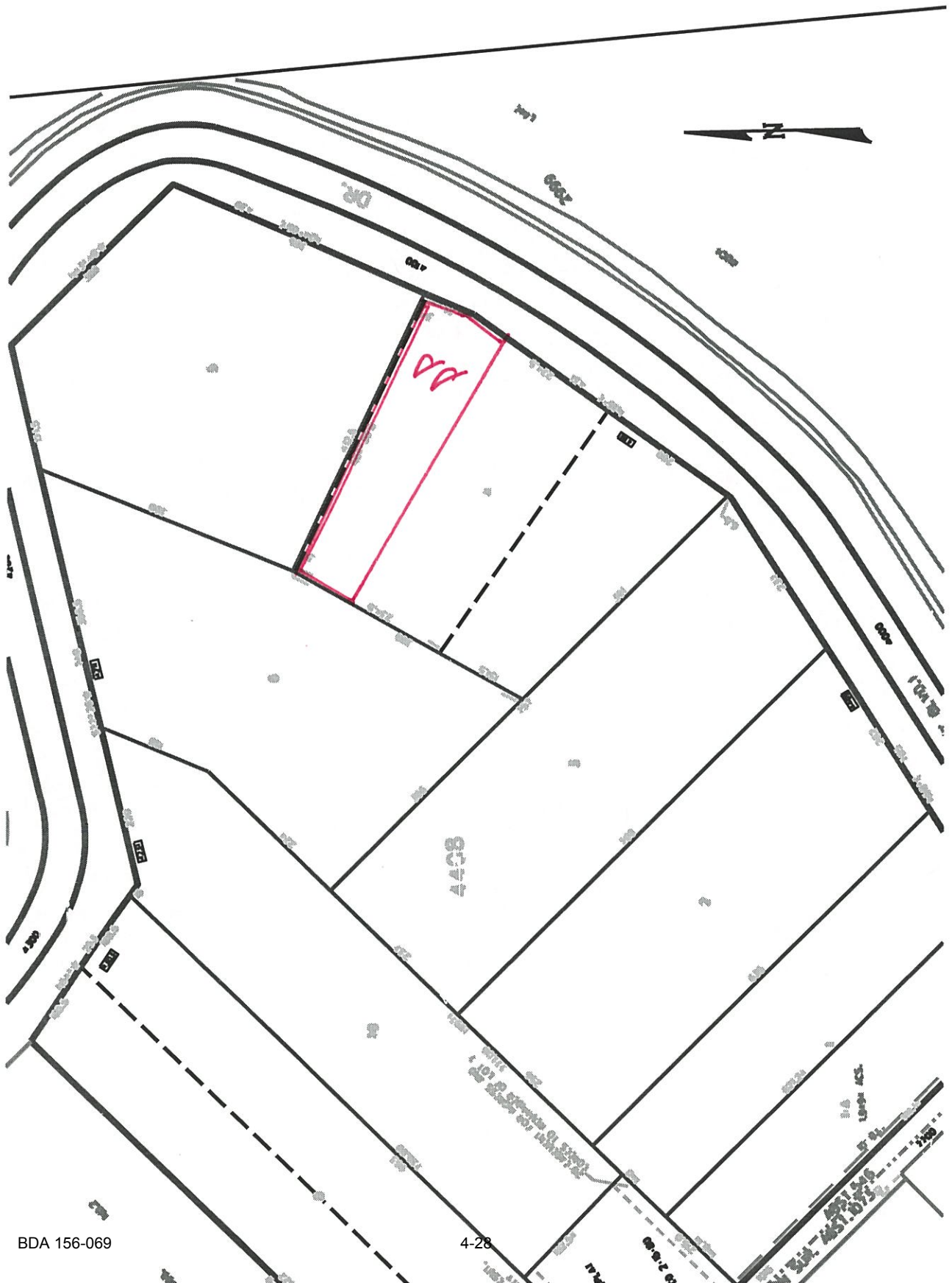
City of Dallas

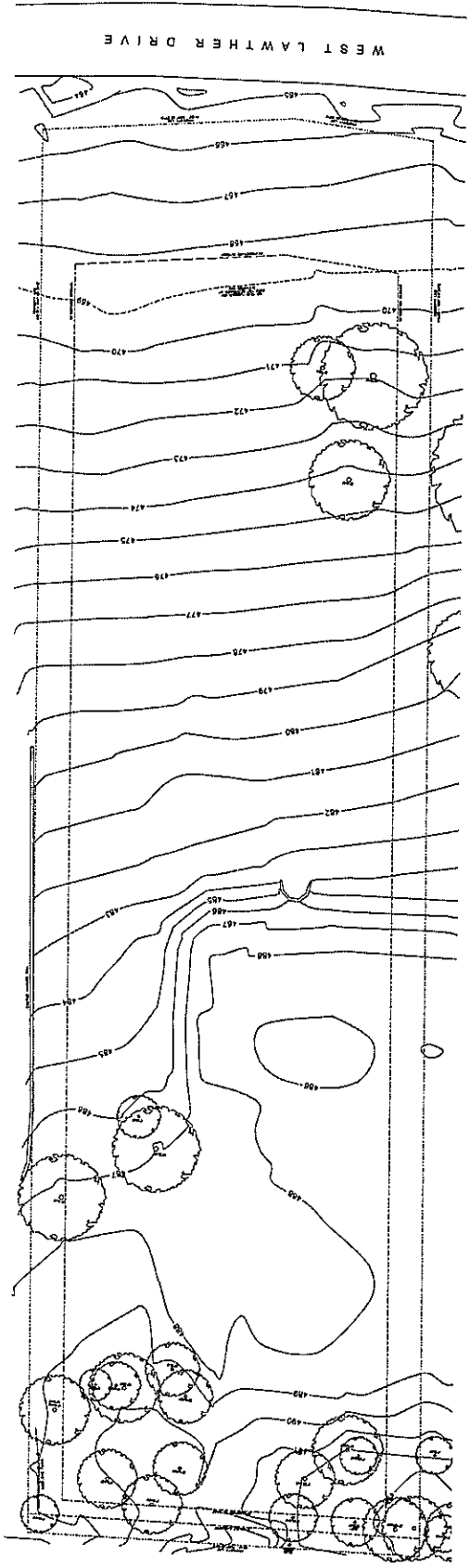
Internal Development Research Site

Legend

Locate Property





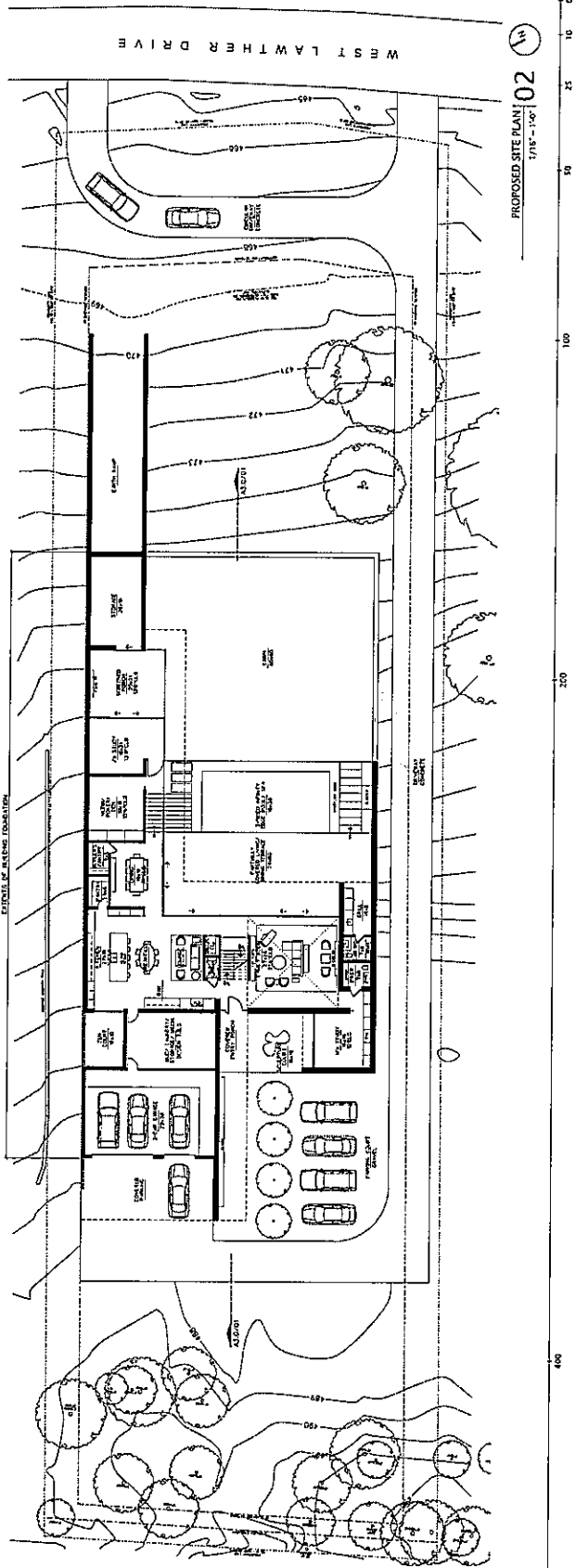


EXISTING SITE PLAN 1/16" = 1'-0"

ZONING: R1-A1 SINGLE FAMILY 1 ACRE DISTRICT
 DALLAS COUNTY, TX
 SHORE ACRES LAWTHER DRIVE ADDITION
 BLOCK 44083, LOT 4B

PROJECT TYPE:
 NEW CONSTRUCTION OF A SINGLE FAMILY RESIDENCE

CONSTRUCTION TYPE:
 WOOD & STEEL FRAMING ON CONCRETE FOUNDATION



PROPOSED SITE PLAN 1/16" = 1'-0"



Writer's Direct Dial: 214-785-6671
Writer's Email: jbragalone@bcpc-law.com

BRAGALONE CONROY PC

May 9, 2016

Mr. Steve Long
Board of Adjustment Administrator
City of Dallas
Sustainable Development and Construction
1500 Marilla Street, Room 5BN
Dallas, Texas 75201

Re: Request for Height Variance Due to Restrictive Slope

Dear Mr. Long:

We seek to build a home on our lot at 4105 West Lawther Drive at a height that is less than the maximum structure height of 36 feet allowed in our zoning district. (SEC. 51A-4.112 (a)(4)(E). If our lot were flat, we could build the home as planned without the need for the requested variance. We want to emphasize that if the requested variance is granted, **no structure on the lot will exceed 36 feet from the actual ground upon which it is built.** We believe that the house we propose to build is well within the norm for other existing estate residences in R-1ac(A) zoning districts as to both square footage and density. Attached as **Exhibit A**, is a List of Comparable Homes with R-1ac(A) Zoning, which we submitted previously in Case No. BDA 145-075. As the Board previously noted, the average of seven other properties on the street and in this zoning district is approximately 10,900 square feet, which is larger than the approximately 8,200 square foot structure we propose to build on the subject site.

The prior Building Official's Report for Case No. BDA 145-075 notes that, "The applicant proposed to construct a single family residential structure with a building height of 41 feet 9 inches." The report apparently must phrase the request in this manner due to the way height is measured by the city. This required wording of the Report suggests that we seek to build a structure more than forty-one feet tall. This is definitely not the case and we appreciate the opportunity to clarify this point for the Board.

Our lot at 4105 West Lawther Drive is a 1.1 acre lot in an R-1ac(A) district. Per SEC. 51A-4.112, the lots in an R-1ac(A) district are "lots of one acre or more in area" intended to support "estate type" single family residences. The estates that ring White Rock Lake are characterized by deep front lawns and large homes that are set well back from the popular jogging and bike paths that run parallel to West Lawther Drive. As long-time members of the White Rock Lake Conservancy, we have worked to preserve the lake for the use and enjoyment of the public. Since Dallas became



our home twenty-eight years ago, my wife and I have dreamed of one day living among the natural beauty of White Rock Lake.

Additionally, per SEC. 51A-4.112 (a)(4)(A), our lot is subject to a minimum front yard set-back of 40 feet. Our proposed structure is a home that is 35 feet 6 inches high – which is less than the maximum structure height of 36 feet and would be built on the back half of the lot, well behind the minimum set-back of 40 feet.

Our lot is burdened by a slope of 26 feet, a slope that, to our knowledge, is among the most severe slopes of any lot around the lake. Due to the significant slope of the lot and the manner in which the slope height restriction is calculated, the slope creates a hardship for us compared to other R-1ac(A) zoned properties in the City of Dallas that are not burdened by this severe slope. In addition, situating the home near the front of the lot might be contrary to the spirit of SEC. 51A-4.401 (b)(1), which notes that “the continuity of the established setback along street frontage must be maintained.”

Our architects designed the home to minimize the height of the shorter one-story “wing” or “finger” of the home that is closest to the lake. The current design of the wing even features a grass-covered berm that begins at ground-level on the front of the property and rises to cover the roof of that wing. This feature allows the portion of the home closest to the lake to blend into the landscape and presents the most unobtrusive sightlines to our north and south neighbors. Because the one-story portion of the home extends over the steep slope of the lot, the height restriction as calculated is lowered from 36 feet to 29 feet 3 inches. Thus, because of the extremely steep slope, our home exceeds the *calculated* maximum height.

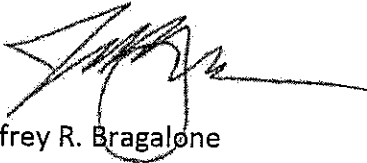
Attached hereto as **Exhibit B** are five letters from our neighbors on West Lawther that were submitted to the Board of Adjustment in support of our prior variance request, which requested exactly the same variance as the instant request. One of the letters of support is from Douglas and Hillary Dormer, who own the property at 4033 West Lawther Drive, which is one of five property owners within 200 feet of the subject property (who would receive the notice required by 51A-4.703 (c)(2)). Another one of the five property owners within 200 feet of the subject property, Mr. Bob Foster of 4101 West Lawther Dr., appeared at the August 26, 2015 hearing of the Board of Adjustments, and testified in favor of the proposed variance. For the convenience of the Board, a copy of the transcript of Mr. Foster’s testimony in support is attached hereto as **Exhibit C**.

Thus, we request a variance because, due to the restrictive slope of our lot, literal enforcement of the height regulations, as calculated with the slope height restriction, results in an unnecessary hardship to us because the natural slope of the land is such that, absent a variance, it cannot be developed in a manner commensurate with the development of other parcels of land with the same zoning. The requested variance is not contrary to the public interest, and will actually

promote the public interest by allowing 4105 West Lawther to be developed with a deep set-back consistent with other estates on the lake, and by allowing the preservation of two large existing trees that currently occupy the front of the property as well as many of the smaller trees currently growing along the back of the property.

For all of these reasons, we respectfully request that, following a hearing, the Board of Adjustment will grant the requested variance.

Respectfully submitted,



Jeffrey R. Bragalone



Mickie S. Bragalone

Exhibit A

List of Comparable Homes with R-1ac(A) Zoning

Address	Main House Sq. Ft.	Additional structures	Total Sq. Ft.	Zoning	Sources
4105 W. Lawther Dr.	7,270	945	8,215	R-1AC(A)	Schematic Design Plan*
3525 W. Lawther Dr	7,192	1,892	9,084	R-1AC(A)	DCAD, Zoning website
4109 W. Lawther Dr.	7,057	2,426	9,483	R-1AC(A)	DCAD, Zoning website
4303 W. Lawther Dr.	6,468	3,103	9,571	R-1AC(A)	DCAD, Zoning website
4535 W. Lawther Dr.	6,895	4,098	10,993	R-1AC(A)	DCAD, Zoning website
4353 W. Lawther Dr.	8,262	2,899	11,161	R-1AC(A)	DCAD, Zoning website
3515 W. Lawther Dr.	8,092	4,382	12,474	R-1AC(A)	DCAD, Zoning website
4001 W. Lawther Dr.	9,689	3,730	13,419	R-1AC(A)	DCAD, Zoning website

*Based on current design plans; actual as-built structure may vary +/- 15%.

Exhibit B

Letters of Support from Neighbors with R-1ac(A) Zoning

- | | |
|---|-----------------------|
| 1. Letter from Douglas and Hillary Dormer – | 4033 West Lawther Dr. |
| 2. Letter from Leon Banowetz – | 4331 West Lawther Dr. |
| 3. Letter from Robin and John Herndon – | 3435 West Lawther Dr. |
| 4. Letter from Larry and Tara Dullye – | 4361 West Lawther Dr. |
| 5. Letter from Cindy Weed – | 3525 West Lawther Dr. |



Mr. Steve Long
Board of Adjustment Administrator
City of Dallas
Sustainable Development and construction
1500 Marilla Street, Room 5BN
Dallas, Texas 75201

Re: Case No. BDA 145-075, 4105 Lawther Drive

Dear Mr. Long:

We write this letter in support of the referenced variance requested by Jeff and Mickie Bragalone. We are homeowners at 4033 West Lawther, the neighborhood, which includes the lot at 4105 West Lawther Drive. As we understand it, the Bragalones wish to build a home that is less than the 36-foot maximum height restriction that would be permissible under the code if the lot were flat, but that due to the restrictive slope of their lot, a variance is required to allow the structure at the highest point of their lot to be built at this height.

Jeff and Mickie have explained that they wish to situate their home on the lot in a manner that is commensurate with other homes around the lake – toward the back of the lot rather than at the front where it would obstruct lateral views and require the removal of trees. However, due to the significant slope of their lot, a design that spans across this slope, and the manner in which the slope height restriction is calculated, a variance is required to allow them to build up to the 36-foot maximum height on the highest portion of the lot. They've also explained that situating the entire home on the highest portion of the lot would allow them to build at the height of 36 feet, but would result in a larger structure located entirely on the back portion of the lot and may require cutting down trees on the back of the lot.

We believe that maintaining a set back similar to other homes that ring White Rock Lake enhances the overall beauty of the area. We support preserving the large shade trees at the front of 4105 West Lawther and believe it will enhance the continued use and enjoyment of the popular jogging and bike paths that surround the lake. We support design that spans the slope of their lot rather than situating the home entirely on the front or extreme back of the lot and therefore, support their requested height variance.

Based on our understanding of their request for a variance, we believe that the variance would be in the best interests of the White Rock Lake community, and we support the Bragalones' request. Please feel free to contact us should you have any questions regarding this letter.

Sincerely,

Handwritten signatures of Douglas and Hillary Dormer in black ink.

Douglas and Hillary Dormer

August 25, 2015

Mr. Steve Long
Board of Adjustment Administrator
City of Dallas
Sustainable Development and construction
1500 Marilla Street, Room 5BN
Dallas, Texas 75201

Re: Case No. BDA 145-075, 4105 Lawther Drive

Dear Mr. Long:

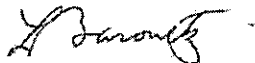
On behalf of myself and my wife, Molly, I write this letter in support of the referenced variance requested by Jeff and Mickie Bragalone. We are homeowners at 4331 West Lawther Drive, the neighborhood which includes the Bragalone lot at 4105 West Lawther Drive. As we understand it, the Bragalones have requested a height variance due to the restrictive slope of their lot. We also understand that the variance request will allow them to position their home further back on their lot to maintain a generous greenbelt fronting the lake and to not impede the sightlines of their adjacent neighbors. We've had an opportunity to visit with Jeff and Mickie about their design and variance request and support the variance as requested.

We have known Mickie and Jeff Bragalone for many years, and they are longtime residents of East Dallas. Like myself, Mickie has served on the board of the White Rock Lake Conservancy, a group dedicated to preserving the history and beauty of the lake for the use and enjoyment of all. Based on our understanding of their request for variance, their plans will maintain the character of the neighborhood and the beauty of the lake, which we very much support.

We respectfully request your approval of the variance request.

Please feel free to contact me should you have any questions regarding this letter.

Sincerely,



Leon Banowetz
4331 West Lawther Drive
Dallas, TX 75214
214-293-7152

Long, Steve

From: robin herndon
Sent: Tuesday, August 25, 2015 9:56 PM
To: Long, Steve
Cc: signes@snitharc.com; Jeffrey Bragalone
Subject: Case # BDA 145-075, 4105 W Lawther Dr

Mr. Steve Long
Board of Adjustment Administrator
City of Dallas
Sustainable Development and Construction
1500 Marilla St., Room 5BN
Dallas, TX 75201

Re: Case # BDA 145-075, 4105 Lawther Dr

Dear Mr. Long,

My name is John Herndon. My wife ,Robin, and I live at 3435 W Lawther Dr. We are writing in support of the requested height variance at 4105 W Lawther, by Jeff and Mickie Bragalone. It appears that the portion of the structure in question is within the 36 foot height limit when measured from grade and that the "over the height limit call" is being made by measuring from another part of the home being built farther down the slope. If this was uniformly applied, I imagine several homes around the lake built on more steeply sloping lots would not meet the 36 ft criteria. In the extreme, a long structure spanning the long dimension of a sloped lot might not be allowed higher than one story if this measuring standard were applied.

The Bragalones could probably move their home farther forward or backward on the lot to stay within the height limit w/o actually changing anything but the reference point for measuring, but we believe maintaining a more common setback on the lot is probably more important to the surrounding neighbors. I know this was a concern and taken into account when our home was built in 2000.

In summary, we have no objections to their request. While we are not directly juxtaposed to their lot and obviously not as directly affected, we hope that in a similar situation, the same consideration would be given to us or other home owners around the lake.

Sincerely,

Robin Herndon

John Herndon

From: **Larry Dullye** docladu@sbcglobal.net
Subject: **Case no. BDA 145-075**
Date: **August 25, 2015 at 10:52 PM**
To: **steve.long@dallascityhall.com, signes@snitharc.com**
Cc: **mbragalone@me.com**

Dear Mr. Steve Long,

We are Larry and Tara Dullye and live on West Lawther Drive at 4361, up the street from the Bragalone's, who are located at 4105 West Lawther Drive. We have reviewed their building plans and building height variance request (Case no. BDA 145-075) and approve of their request.

Thank you,

Larry and Tara Dullye

Long, Steve

From: Cindy Weed
Sent: Wednesday, August 26, 2015 8:31 AM
To: Long, Steve
Cc: Mickie Bragalone
Subject: 4105 West Lawther

Dear Mr. Long,

I am writing regarding the recently requested variance submitted by Jeff and Mickie Bragalone. The Bragalones are attempting to complete their plans to build their home at 4105 W. Lawther Drive. The natural sloping of their lot requires this variance which will allow them to build their home in a way to be in keeping with the desired aesthetic result they are seeking.. Their desire to build their house with a deeper setback from Lawther Drive should be viewed as a positive move for their neighbors and for the beauty of the neighborhood surrounding White Rock Lake. In order to achieve this end, however, the variance must be granted in favor of the Bragalones.

My husband and I live at 3525 Lawther Drive, and, while we will not be directly impacted by the development of the property at 4105 W. Lawther, we support the design the Bragalones are hoping to implement. I feel the Bragalone's construction plans will bring value to this property and to the neighborhood as a whole.

Thank you.

Respectfully submitted,
Cindy Weed

Sent from my iPad

Exhibit C

Testimony of Support from Adjacent Neighbor at 4101 West Lawther Dr.

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CIVIL ACTION NO. DC-15-10391

KENNETH SAUNDERS AND
KYLE SAUNDERS

VS.

THE CITY OF DALLAS AND
THE CITY OF DALLAS BOARD OF
ADJUSTMENT

BOARD OF ADJUSTMENT HEARING

BDA 145-075

AUGUST 26, 2015

SARAH BINA, Texas CSR #8075
Expiration Date 12/31/15
ALL-AMERICAN REPORTING
P.O. Box 520
Denton, Texas 76202
(940) 320-1992
(972) 219-5161
Tlcandaa@aol.com

ALL-AMERICAN REPORTING (940) 320-1992 (972) 219-5161

1 of the letters of support that we received, so I
2 won't go into detail on those, but if you have any
3 questions for me --

4 THE CHAIR: Thank you, Mr. Bragalone.
5 Board members, are there any questions for the
6 Applicant? Thank you. Are there any other speakers
7 in favor?

8 MR. FOSTER: Thank you, Madam. Can I
9 use your pointer?

10 MR. BRAGALONE: Yeah.

11 MR. FOSTER: If I can get this old
12 slide --

13 MR. BRAGALONE: Just go back with
14 this.

15 MR. FOSTER: Okay. My name is Bob
16 Foster, and I am the contiguous neighbor to the
17 south of the Bragalones -- let's see if I can get
18 back to this -- and I'm speaking today to just
19 mention two, I think, important issues. Let's see
20 if I can get this to work right somewhere here.

21 So we're located in this parcel about
22 one point six acres just to the south of the
23 Bragalones. Our discussions with both Mickie and
24 Jeff were very productive and very informative.
25 Clearly, we were cognizant of -- of what the

1 regulations currently within the City contemplate.
2 Our big concern certainly was what I would call a
3 symmetry issue, and so as you look across the three
4 lots here, this will be the Dormers to the south.
5 They wrote a letter in support. We're in the
6 middle. We're about one point six acres. And the
7 Bragalones are just north, as -- as Jeff has talked
8 about.

9 Certainly one of the reasons you buy
10 any waterfront property is for the view of the
11 water. And where they have positioned their house
12 relative to where we are positioning our house and
13 relative to the flat spot or the building pad that's
14 currently in place for the Dormers, all three of
15 those homes are congruent. What I mean by that is
16 there's -- there's no one who is set up further
17 forward or further back to be adversely impacted.
18 And I think that's really a driving issue that I
19 would like at least the Board to consider is, if
20 the -- wow, not so good at this, am I? If they were
21 to move significantly forward, of course, our
22 impairment's going to be a visual impairment to the
23 north and east. We're going to look into their
24 backyard, we're going to look into their garage,
25 we're going to look into their -- their driveway.

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1 Certainly for their advantage, they don't want to be
2 parked all the way back here. There is a degree of
3 flat spot back here where they can be
4 thirty-six-foot compliant. I think that probably --
5 and Jim can certainly speak for himself or -- or
6 even Ken -- positioning their house further in the
7 back may potentially impair something. And -- and I
8 don't know the topography well enough to speak to
9 it, but the key thing for us and for the Foster
10 family -- there's myself, my wife, and two girls --
11 was to be assured two things, one, that, indeed, I
12 understood -- or we understood what the variance
13 request was, and we do. And we understand the
14 science of -- of what was explained. Again, on an
15 absolute basis, the house that will be located just
16 north of us is code compliant. It's thirty-five
17 point six feet. How they build that house, how big
18 they want to build that house, that's clearly within
19 their purview. That's not mine to weigh in on.

20 My big issue, of course, here is
21 stating today is -- and why I'm in agreement of this
22 is the position of this house is important to us, so
23 it's a selfish issue why I'm standing here. If they
24 do come significantly toward the lake, we're going
25 to lose a significant portion to our view. Clearly,

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1 if they go significantly to the back, they're not
2 going to have much view at all, so I just wanted
3 to -- to kind of bring maybe a different perspective
4 as what I would consider to be the most impacted
5 neighbor from an undeveloped standpoint.

6 Again, Jim, who I've known for a
7 while, and -- and Ken, and so on and so forth, their
8 houses are there, they're established, they're not
9 going to tear them down, move them, or otherwise
10 reconstruct their home, so I at least wanted the
11 Board and -- and -- and the larger group and
12 audience to understand we're in agreement for this
13 because of an alignment issue and really from a
14 technical issue.

15 Thirty-five feet is thirty-five feet
16 where they sit, and that's purely within code. I
17 understand clearly the legal text of arguing the
18 midpoint arguments, et cetera. You know, that --
19 that's a whole separate kind of bailiwick, but we're
20 in agreement because neither person or neither party
21 who are neighbors in this case are going to be
22 adversely impacted by the position of the house, nor
23 the height of the house; notwithstanding, again, the
24 ruling in which the way things are measured, so I
25 just wanted to make sure that, again, I consider

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1 myself one of the most impacted, not the most
2 impacted neighbor, as you guys contemplate whether
3 this is a move forward or whether this is a no-go,
4 so I appreciate your time today and trust you weigh
5 it carefully, so thank you very much.

6 THE CHAIR: Thank you, Mr. Foster.
7 Are there any questions for Mr. Foster from the
8 Board?

9 MR. FOSTER: Sorry.

10 THE CHAIR: Thank you. Are there any
11 other speakers in favor?

12 MS. BRAGALONE: Hello. My name is
13 Mickie Bragalone. I have no technical presentation,
14 no pointers, no slides. I wanted to speak to you
15 for a couple of reasons because I wanted to speak to
16 you. I didn't want all of our position to be
17 articulated just by my husband. I wanted you to
18 have an opportunity to ask me questions if you
19 needed to, and I wanted to talk to you about our
20 efforts to reach out to the neighbors.

21 As Jeff mentioned and somebody said to
22 me earlier today, these matters are always difficult
23 when there's a face that goes along with them. We
24 lived in East Dallas for many years. We love
25 Lakewood, we love the lake. It's been a dream of

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REPORTER'S CERTIFICATE

I, Sarah Bina, Certified Shorthand Reporter in and for the State of Texas, do hereby certify that the foregoing pages is a transcription of the proceedings of the Board of Adjustment Hearing in the above-entitled matter.

I further certify that I am neither counsel for, related to, nor employed by any of the parties to the action in which this Board of Adjustment Hearing was taken, and further that I am not financially or otherwise interested in the outcome of the action.

I further certify that the transcription fee of \$ _____ and was paid in full by _____.

GIVEN UNDER MY HAND on this the 5th day of OCTOBER, 2015.

SARAH BINA, CSR #8075
Certified Shorthand Reporter
In and for the State of Texas
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My commission expires: 12/31/15

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GEOTECHNICAL INVESTIGATION

**Proposed BRAGALONE RESIDENCE
4105 West Lawther Drive
Dallas, Texas**

Project No. 16-DG8162

Prepared for:

**Mr. JEFF BRAGALONE
Dallas, Texas**

Prepared by:

**GEOSCIENCE ENGINEERING
& TESTING, INC.
Dallas, Texas**

March, 2016

2712 Satsuma Drive, Suite 400 ♦Dallas, Texas 75229♦ 972.488.3500 (P) ♦e-mail: geti@sbcglobal.net



Project No. 16-DG8162

March 28, 2016

Mr. Jeff Bragalone
6712 Avalon Avenue
Dallas, Texas 75214

**Geotechnical Investigation
Proposed BRAGALONE RESIDENCE
4105 West Lawther Drive
Dallas, Texas**

Geoscience Engineering & Testing, Inc. is pleased to submit this geotechnical investigation for the above referenced project located in Dallas, Texas. This report briefly describes the procedures employed in our subsurface exploration and presents the results of our investigation.

Our Construction Materials Testing Division can provide the materials testing services that will be required during the construction phase of this project. We will be pleased to discuss a scope of work and submit a proposal for these services upon request.

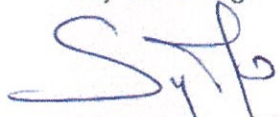
We appreciate the opportunity to be of assistance on this project. Please feel free to contact us if you have any questions or if we can be of further service.

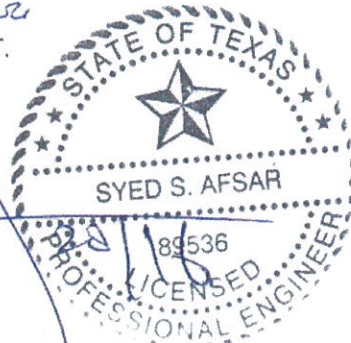
Very Respectfully,

Geoscience Engineering & Testing, Inc.

Firm Reg # F-11285, DBE #IMDB51637Y121, HUB # 113422734310


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CONTENTS

INTRODUCTION	
Project Description	1
Site Description	1
Purposes and Scope of Work.....	1
Report Format	1
FIELD INVESTIGATION	2
LABORATORY TESTING	2
GENERAL SUBSURFACE CONDITIONS	
Stratigraphy	3
Subsurface Water Conditions	3
ANALYSIS AND RECOMMENDATIONS	
Construction Consultation and Monitoring	4
Soil Movement.....	4
FOUNDATION RECOMMENDATIONS	
A. Pier Type Foundation System	4
Pier Installation	5
Grade Beams	5
Floor Systems	6
PTI PARAMETERS.....	7
Earth Pressure	8
Building Pad Preparation	10
Select Fill	11
SITE GRADING and DRAINAGE	11
CLOSURE	12

ILLUSTRATIONS

LOCATION PLAN.....	<u>Plate</u> A
BORING LOG	1-2

INTRODUCTION

Project Description

This report presents the results of the geotechnical investigation performed at the above referenced project site located in Dallas, Texas. It is our understanding that a 3-story single-family residence with a porch is proposed for construction at this site. Information regarding structural loads was not available at the time of this investigation; however, we anticipate the loads will be light.

Site Description

The site of the proposed project is located at 4105 Lawther Drive in Dallas, Texas. At the time of this investigation, the site was undeveloped land covered with vegetation and few scattered trees. Based on the visual observation the site slopes downwards toward south in the direction of white Rock Lake. Due to presence of Lake in the close vicinity of the site we highly recommend that the finished floor elevation of the proposed building should be elevated in order to avoid any flooding in the future. The general location and orientation of the site is shown in the **Illustrations** section of this report.

Purposes and Scope of Work

The principal purposes of this investigation were to evaluate the general soil conditions at the referenced site and develop recommendations for the design and construction of the proposed building. These purposes were accomplished by:

- 1) Develop subsurface soil and rock stratigraphy at the boring location;
- 2) Evaluate soil swell potential and provide alternatives to reduce soil movement;
- 3) Provide recommendations for foundation design parameters and
- 4) Provide site preparation recommendations.

Slope stability analysis was beyond the scope of this investigation

Report Format

The first sections of this report describe the field and laboratory phases of the study. The remaining sections present our engineering analyses that were used to develop geotechnical parameters for the type of foundation system proposed for this site. Boring logs and laboratory test results are presented in the **Illustrations** section of this report.

FIELD INVESTIGATION

To explore the subsurface conditions, four (4) test borings were drilled and sampled to a depth of 20 feet below ground surface. The approximate location of the test borings are shown on Location Plan Plate A in the **Illustrations** Section of this report. Boring logs with descriptions of the soils sampled are attached on Plate 1 and 4. Soil strata boundaries shown on the boring logs are approximate.

The borings were advanced using continuous flight auger techniques. Undisturbed surface cohesive soil samples were obtained using a 3-inch diameter thin-walled tube sampler pushed into the soil. The un-drained compressive strength of cohesive soils was estimated in the field using a calibrated pocket penetrometer. All soil samples were removed or extruded from the samplers in the field, visually classified, and placed in appropriate containers to prevent loss of moisture or disturbance during transfer to the laboratory.

To evaluate the relative density and consistency of harder formations, Texas Department of Transportation Cone Penetrometer tests were performed at selected locations. The actual test consists of driving a three-inch diameter cone with a 170-pound hammer freely falling 24 inches. In relatively soft materials, the penetrometer cone is driven one foot and the number of blows required for each six-inch penetration is tabulated at respective test depths, as blows per six inches on the boring logs. In hard materials, the penetrometer cone is driven with the resulting penetrations, in inches, accurately recorded for the first and second 50 blows for a total of 100 blows. The penetration for the total 100 blows is recorded at the respective testing depths on the boring logs.

The borings were drilled using dry auger procedures to observe the water level at the time of the exploration. These water level observations are recorded on the boring logs.

LABORATORY TESTING

Engineering properties of the foundation soils were evaluated in the laboratory by tests performed on representative soil samples. A series of moisture content tests were performed to develop soil moisture profiles at the borings location and to aid in evaluating the uniformity of soil conditions. Plastic and liquid limit tests (Atterberg limits), dry unit weight determinations and percentage passing number 200 sieve tests were performed on selected samples from the

borings to confirm visual classification and to evaluate soil volume change potentials. The results of these tests are presented on the boring logs.

GENERAL SUBSURFACE CONDITIONS

Stratigraphy

Based on our interpretation of the borings drilled for this study, the subsurface stratigraphy encountered at this site consists predominately of sandy clay underlain by calcareous clay followed by tan weathered limestone followed by gray limestone.

More specifically, the upper subsurface stratigraphy encountered within the depth of the borings drilled consisted of brown to tannish brown SANDY CLAY (CL) from existing ground surface elevation to a depth of 1.5 to 4.5 feet, below which brown and tan CALCAREOUS CLAY (CL) soils with occasional limestone fragments were encountered and remained visible to a depth of 3 to 8 feet. Below 3 to 8 feet, tan weathered LIMESTONE with calcareous clay seams were encountered and remained visible to a depth of 11 to 18 feet in test borings B-1, B-3 and B-4, and to the completion depth of test boring B-2 drilled. Below 11 to 18 feet in test borings B-1, B-3 and B-4, Gray LIMESTONE was encountered and remained visible to the completion depth of test borings drilled.

The subsurface stratigraphy, as determined by the field exploration, is shown on the boring logs included in the **Illustrations** Section of this report.

Subsurface Water Conditions

The borings were advanced using auger drilling method in order to observe groundwater seepage levels. At the time of this investigation, groundwater seepage was encountered at a depth of 17 feet in test boring B-1, however no groundwater seepage was encountered in the test borings B-2 to B-4 drilled. It should be noted future construction activities may alter the surface and subsurface drainage characteristics of the site. Therefore, the depth to groundwater should be verified during construction. If there is a noticeable change from the conditions reported herein, this office should be notified immediately to review the effect that it may have on the design recommendations. Based upon short-term observations, it is not possible to accurately predict the magnitude of subsurface water fluctuations that might occur. In addition, it is not uncommon to detect water seepage within the soils atop the underlying limestone, particularly after a periods of heavy rain.

ANALYSIS AND RECOMMENDATIONS

Construction Consultation and Monitoring

We recommend that GETI be given an opportunity to review the final design drawings and specifications to ensure that the recommendations provided in this report have been properly interpreted. Wide variations in soil conditions are known to exist between different parts of the site. Further, unanticipated variations in subsurface conditions may become evident during construction. During the excavation and foundation phases of the project, we recommend that a reputable Geotechnical Engineering firm be retained to provide construction surveillance services in order to 1) observe compliance with the geotechnical design concepts, specifications and recommendations, and 2) observe subsurface conditions during construction to verify that the subsurface conditions are as anticipated, based on the borings performed for this investigation. Geoscience is available to perform the aforementioned services.

Soil Movement

The near surface clay soils encountered at this site exhibited Plasticity Index between 15 and 19. These soils should be considered as *low to moderately expansive* in nature and capable of vertical movements with changes in moisture conditions. The magnitude of the moisture induced vertical movements was calculated using Texas Department of Transportation method (TxDOT 124-E). Based on aforementioned method, at the time of this investigation, the potential vertical rise (PVR) at the location of the test borings drilled is estimated to be one (1) inch at existing ground surface. More movement will occur in areas where water ponding is allowed to occur during or after construction -or- in areas where additional fill other than select fill is placed -or- if the thickness of the clay soils is greater than that encountered in the test borings. Site grading may also increase the potential for the movement.

FOUNDATION TYPES

Pier Type Foundation System

The structural loads can be supported by auger excavated straight-sided, cast-in-place, reinforced concrete piers. The piers should be founded at least 2 feet within gray limestone encountered at a depth of 11 to 18 feet in test borings B-1, B-3 and B-4. We assume that gray limestone may also be encountered in other areas of the site. A net allowable end bearing capacity of 25,000 psf and skin friction of 2,500 psf can be used for compression and 2,000 psf for

tension. The skin friction component should only be applied to the portion of the shaft located in the bearing material below the recommended minimum penetration.

The piers should be provided with enough steel reinforcement to resist the uplift pressures that will be exhibited by the near surface soils. We recommend an uplift pressure on the order of 1,400 pounds per square foot of shaft area over an average depth of 8 feet or top of the limestone (whichever is encountered first) can be used. The uplift can be neglected in the event select fill soils are placed to reduce the soil swell potential. To resist the net tensile load, the shaft must contain sufficient continuous vertical reinforcement to the full depth of the pier.

Foundation piers designed and constructed in accordance with the information provided in this report will have a factor of safety in excess of 2.5 against shear type failure and will experience minimal settlement (less than one inch).

Pier Installation

The construction of all piers should be observed by experienced geotechnical personnel during construction to ensure compliance with design assumptions and to verify: (1) the bearing stratum; (2) the minimum penetration; (3) the removal of all smear zones and cuttings; (4) that groundwater seepage, if encountered, is correctly handled; and (5) that the shafts are vertical and within the acceptable tolerance levels.

Reinforcing steel and concrete should be placed immediately after the excavation has been completed and observed. In no event should a pier excavation be allowed to remain open for more than 8 hours. Concrete should be placed in such a manner as to prevent segregation of the aggregates. In the event that perched water seepage is encountered at the time of the pier drilling operations and the depth of water at the bottom of the shaft cannot be maintained to less than 3 inches, temporary casing of the piers will be required. It should be noted that prior to the placement of concrete the water from the pier hole should be removed using a pump.

Grade Beams

Grade beams should be structurally connected into the top of the piers. Grade beam can be designed to resist the anticipated vertical movement of the soils. Additional fill soil if is required should consist of offsite select fill soils (more preferred) or onsite calcareous clay soils (provided no limestone rock greater than 4 inches is present in the fill soils).

Alternatively, the grade beam can be suspended. A minimum void space of 6 inches should be provided beneath the beams. This void space allows movement of the soils below the grade beams without distressing the structural system. Structural cardboard forms are typically used to provide the void beneath grade beams. Cardboard forms used must have sufficient strength to support the concrete during construction.

Our experiences indicate that major distress in grade beams will occur if the integrity of the void box is not maintained during construction. The excavation in which the void box lays must remain dry. Cardboard cartons can easily collapse during concrete placement if the cardboard becomes wet. Backfill material must not be allowed to enter the carton area below grade beams as this reduces the void space that underlying soils need to swell.

Floor Systems

i). Suspended Floor Slab - The most positive floor system for pier type foundation systems in areas with different floor elevation will be a suspended floor system. The floor system of the proposed residence should be structurally supported on the foundation piers and a minimum void space of 6 inches provided between the bottom of the slab and underlying soils.

ii). Ground Supported Slab - A ground-supported slab may be considered for use at this site, provided the risk of some post-construction movement is acceptable. A ground-supported slab, if used, should be designed to resist the soil swell potential anticipated at this site. Additional fill soil if is required should consist of off-site select fill soils (more preferred) or on-site calcareous clay soils (provided no limestone rock greater than 4 inches is present in the fill soils). Prior to the placement of any fill soils, the building pad should be prepared according to the **BUILDING PAD PREPARATION** Section of this report. The placement of select fill soils should include all the areas sensitive to soil vertical movement.

Net allowable soil bearing pressure of 2,000 psf can be used to design the slab for select fill soils and natural soils. A moisture barrier of polyethylene sheeting or similar type material should be placed between the slab and the subgrade soils to retard moisture migration through the slab. Grade beams and floor slabs should be adequately reinforced to minimize cracking as normal movements occur in the foundation soils. It should be understood that a soil-supported foundation system will experience some movement over time.

PTI PARAMETERS

Based on the soil conditions encountered at the location of the test borings drilled for this study, and, referring to the guide provided in the "Design and Construction of Post-Tensioned Slabs on Ground", (published by Post-Tensioning Institute (PTI), the structure can be supported on a foundation system comprised of post-tensioned slab. The "VOLFLO" computer program was used to estimate swell/shrinkage.

The soil parameters to be utilized for design are as follows:

POST-TENSION PARAMETERS Based on existing soils condition (Post-Tensioning Institute Third Edition with 2008 Supplement Design)		
Minimum Grade Beam Depth:	24 Inches	Edge Moisture Variation Distance: Center Lift: 8.5 ft. Edge Lift: 4.2 ft.
Minimum Grade Beam Width:	10 Inches	
Plasticity Index (PI)	0-20' PI: 20	Differential Swell/shrinkage Swell: 1.7 inches Shrink: 1.2 inches
Depth to Constant Soil Suction:	Approximately 8 ft	
Principal Clay Mineral:	Montmorillonite	Allowable bearing capacity: Natural soils : 2,000 psf
Constant Suction Value: Fabric Factor	pF = 3.6 1.0	
Thornthwaite Moisture Index:	0	3) Slab subgrade coefficient Slab-on-sand bedding: 1.00 Slab-on-polyethylene over sand: 0.75
Estimated Total Settlement:	Less than 1-in.	
Estimated Moisture Velocity:	0.7 in/month	

(Note: If the perimeter grade beams extend into the soil to provide an effective 30-inch vertical barrier to moisture movement, center and edge lift associated with differential swell/shrinkage become 1.2 and 0.9 inches, respectively.)

The PTI differential soil movements estimates do not account for site preparation and vegetative influences, such as prior trees and residential landscaping, which can greatly influence foundation performance. The actual performance of slab-on-grade foundations will largely depend on actual soil moisture conditions, construction techniques, site preparation and

landscaping. The construction of post-tensioned slabs requires close attention to detail during construction. The existing tree roots can absorb moisture from the soils and can cause foundation distress as such we recommend that during construction all the tree roots encountered should be cut and we highly recommend that the root barrier should be installed between trees and foundation in order to minimize the effect of absorption of moisture by trees from the subgrade foundation soils.

Earth Pressure:

Based on topography of the site, and structural plans provided to us construction of a retaining wall will be required. The retaining walls should be designed to resist the expected lateral earth pressures. The magnitude of lateral earth pressure against retaining walls is dependent on the method of backfill placement, the type of backfill soils, drainage provisions. Recommended lateral earth pressures expressed as equivalent fluid pressures are presented below for rigid and flexible walls. Rigid walls are not anticipated to deflect sufficiently to mobilize active earth pressures. Structure walls should be considered rigid. Active earth pressures can be used where the top of the wall will deflect on the order of 0.5 percent of the wall height.

TABLE - EQUIVALENT FLUID PRESSURES FOR LEVEL BACKFILL

Wall Backfill	Active, pcf		At-Rest, pcf	
	Drained Condition	Un-drained Condition	Drained Condition	Un-drained Condition
On-Site Soils	52	75	71	101
Select Fill	45	85	65	95
Free-Draining Granular Fill	35	80	55	90

Wall Backfill

Three types of material are recommended for the retaining walls. These backfill types include:

1. On-Site Soils– On-site calcareous clay soils
2. Select Fill – Select fill should consist of sandy clay, silty sand, or clayey sand with a liquid limit less than 38 and a plasticity index (PI) between 6 and 18.

3. Free-Draining Granular Fill – Free-draining, granular fill includes sand, crushed limestone, sand-gravel mixture, crushed concrete, or a sand-crushed stone mixture. The material should have less than 5 percent passing the No. 200 sieve and less than 30 percent passing the No. 40 sieve. The minus 40-sieve material should be non-plastic.

The wall backfill should extend at least 24 inches horizontally behind the heel of the retaining wall and then at 1H: 1V slope to within 2 feet of the final grade. The upper 2 feet of the backfill soils should consist of a compacted off site clay cap having a PI of at least 35. The wall backfill should be placed in six (6) to eight (8)-inch loose lifts at moisture contents between optimum and 3 percentage points above optimum and each lift compacted to between 95 and 100 percent of the maximum dry density as defined in ASTM D 698. Granular fill should be placed at a moisture content which will allow the desired density to be achieved. Heavy compaction equipment should not be used directly against the walls. Hand-operated equipment should be used within 4 feet of the walls.

Wall Backfill Settlement

It is anticipated that backfill that is properly compacted using hand-operated equipment will settle between ½ and 1 percent of the fill thickness. This settlement could result in uneven sidewalks and pavements that are not connected to the walls. Areas that will not be covered with concrete should therefore be over built and sloped down away from the wall to allow for backfill settlement. In addition, sidewalks should slope down from the edge of the wall so that if settlement occurs the sidewalks will not pond water next to the wall.

Wall Foundation

The foundation of the retaining wall should be supported on straight shaft pier the recommendation of which is provided previously in this report.

Wall Drainage System

The walls should have a wall backfill drainage system with weep holes if a drained condition is assumed for design to reduce the potential buildup of hydrostatic pressures against the walls. The vertical granular wall drain should be at least 18 inches wide. The bottom perimeter collection system should consist of a slotted or perforated drainpipe surrounded with at least 6 inches of free-draining aggregate placed along the base of the wall. The aggregate should be as coarse as or coarser than ASTM C 33 Size No. 57 or No. 67 coarse concrete aggregate, with

no fines passing the No. 200 sieve. The perforations or slots in the drainpipe should not allow the aggregate to migrate into the pipe. A filter fabric should be placed around the drainpipe to help prevent the loss of the finer soil fraction. The drainpipe should have sufficient strength to prevent collapse due to the overburden pressures.

Building Pad Preparation

Prior to placing any additional fill material, all existing surface vegetation, loose fill and debris should also be removed. In the event that the locations of the existing trees are very close to the proposed residence, then the possibility of root webbing underneath the foundation may occur. Root webbing can cause foundation distress in future, as such the option of keeping the trees should be determined by the homeowner based on the location of the proposed building. In the event that trees are removed, then the areas where trees and foundation are excavated from should be widened and deepened until hard stratum is encountered. On-site soils should then be used to backfill the disturbed areas placed in 6 to 8 inches loose lifts and compacted with 95 to 100 percent. Moisture contents of the soils should be between optimum and 4 points above optimum.

All exposed surfaces from other portion of the site should then be scarified to a depth of 6 inches watered as required and compacted to between 95 and 100 percent of the maximum dry density as defined by ASTM D 698 (Standard Proctor Test) at a moisture content between the optimum moisture value and 3 percentage points above optimum.

For a suspended floor system, Additional fill, if is required, should consist of clean soils compacted to resist the initial concrete loads. Placement of select fill soils is not required for suspended floor system.

For ground supported floor system: Additional fill if is required should consist of off-site select fill soils or onsite calcareous clay provided no limestone greater than 4 inch in diameter is present within the fill soils.

Fill materials should be placed in six (6) to eight (8)-inch loose lifts at moisture contents between optimum and 4 percentage points above optimum for onsite soils and within 3 points for select fill soils. Each lift compacted to between 95 and 100 percent of the maximum dry density as defined in ASTM D 698. Field density tests should be taken at the rate of one test per every 2,500 square feet per lift, or a minimum of 3 tests per lift in the area of all compacted fill. For areas

where hand tamping is required, the testing frequency should be increased to approximately one test per lift, per 100 linear feet of area.

Select Fill

"Select fill," as referred to in this report, should consist of clayey sands free of organic materials with a Plasticity Index between 6 and 18, a Liquid Limit of 38 or less, and between 15 and 45 percent passing a No. 200 sieve. Placement and compaction of the select fill should be performed in accordance with the "**Building Pad Preparation**" section of this report.

SITE GRADING and DRAINAGE

All grading should provide positive drainage away from the proposed structures, and should prevent water from collecting or discharging near the foundations. Water must not be permitted to pond adjacent to the structures during or after construction. Surface drainage gradients should be designed to divert surface water away from the buildings and edges of pavements and towards suitable collection and discharge facilities. Unpaved areas and permeable surfaces should be provided with steeper gradients than paved areas. Pavement drainage gradients within 5 feet of buildings should be constructed with a minimum slope of one inch per foot to prevent negative drainage gradients (ponding water conditions) from developing due to differential upward pavement movements. Sidewalk drainage gradients should be along maximum slopes allowed by local codes.

Roofs should be provided with gutters and downspouts to prevent the discharge of rainwater directly onto the ground adjacent to the building foundations. Downspouts should not discharge into any landscaped bed near the foundations. Downspouts should discharge directly into storm drains or drainage swales, if possible. Roof downspouts and surface drain outlets should discharge into erosion-resistant areas, such as paving or rock riprap. Recessed landscaped areas filled with pervious sandy loam or organic soil should not be used near the foundation. Landscaped beds should be elevated above a compacted and well-graded clay surface. Sealed planters are preferred. All trees should be a minimum of one-half their mature height away from the building or pavement edges to reduce potential moisture losses. Water permitted to pond in planters, open areas, or areas with unsealed joints next to structures can result in on-grade slab or pavement movements, which exceed those, indicated in this report.

Exterior sidewalks and pavements will be subject to some post construction movement as indicated in this report. These potential movements should be considered during preparation of the grading plan. Flat grades should be avoided. Where concrete pavement is used, joints should be sealed to prevent the infiltration of water. Some post-construction movement of pavement and flatwork may occur. Particular attention should be given to joints around the building. These joints should be periodically inspected and resealed where necessary.

CLOSURE

It should be noted that some variations in soil and moisture conditions may exist between different parts of the site. Statements in this report as to subsurface variations over given areas are intended as estimations only, based upon the data obtained from specific borings location.

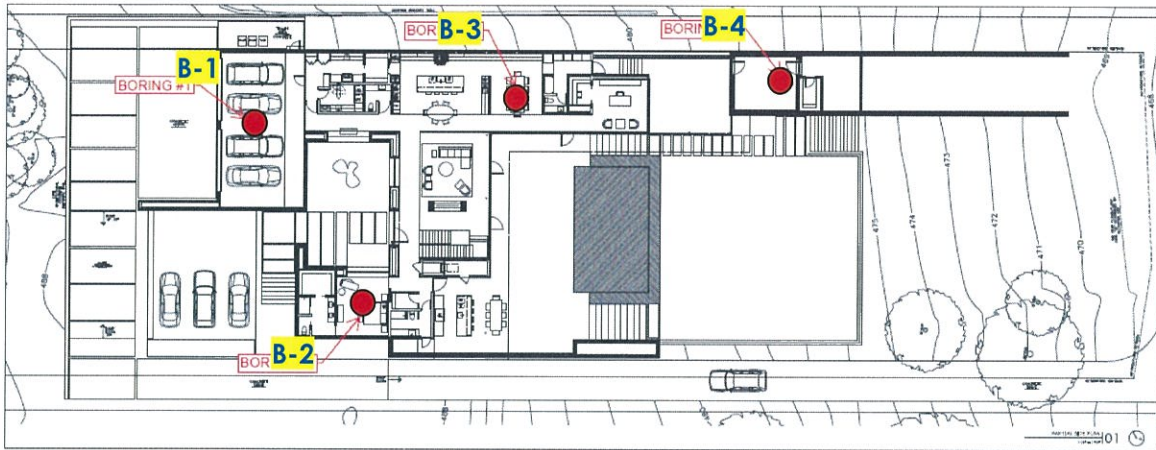
The results, conclusions, and recommendations contained in this report are directed at, and intended to be utilized within the scope of work outlined in this report. The report is not intended for use in any other manner. *Geoscience Engineering and Testing, Inc.*, makes no claim or representation concerning any activity or condition falling outside the specified purposes for which this report is directed; said purposes being specifically limited to the scope of work as defined herein. Inquiries regarding scope of work, activities and/or conditions not specifically outlined herein, should be directed to *GETI*.



Proposed BRAGALONE RESIDENCE
4105 West Lawther Drive
Dallas, Texas

ILLUSTRATIONS

GEOSCIENCE, Inc.



● Approximate Boring Location

BORING LOCATION PLAN

Proposed RESIDENCE
4105 West Lawther Drive
Dallas, Texas

GETI Project No. 16-DG8162

Plate A



LOG OF BORING NO. B-2

Proposed "Residence"
4105 West Lawther Drive
Dallas, Texas

Project No. 16-DG8162

FIELD DATA				Location: See Location Plan		LABORATORY DATA							
DEPTH (ft.)	SOIL & ROCK SYMBOL	SAMPLE TYPE P: HAND PEN., TSF T: THD, BLOWS/FT. N: SPT, BLOWS/FT.	STRATUM DEPTH (FT.)	DESCRIPTION OF STRATUM		WATER CONTENT, %	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	UNIT DRY WEIGHT (PCF)	UNCONFINED STRENGTH (LISE)	% PASSING NO. 200 SIEVE	SOIL SUCTION TEST (TOTAL CM. OF WATER)
0				Brown and tan SANDY CLAY (CL)		15							
		P4.5+	3			16							
		P4.5+		Tan CALCAREOUS CLAY (CL)		5	17	10	7	116			
5		P4.5+	8			7							
		T100/ 3.7"		Tan weathered LIMESTONE with calcareous clay seams		15							
10		T100/ 3.5"				6							
15		T100/ 2.5"	20			8							
20													
25													
30													

<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUBE SAMPLE	AUGER SAMPLE	SPLIT-SPOON	ROCK CORE	THD CONE PEN.	NO RECOVERY

REMARKS:

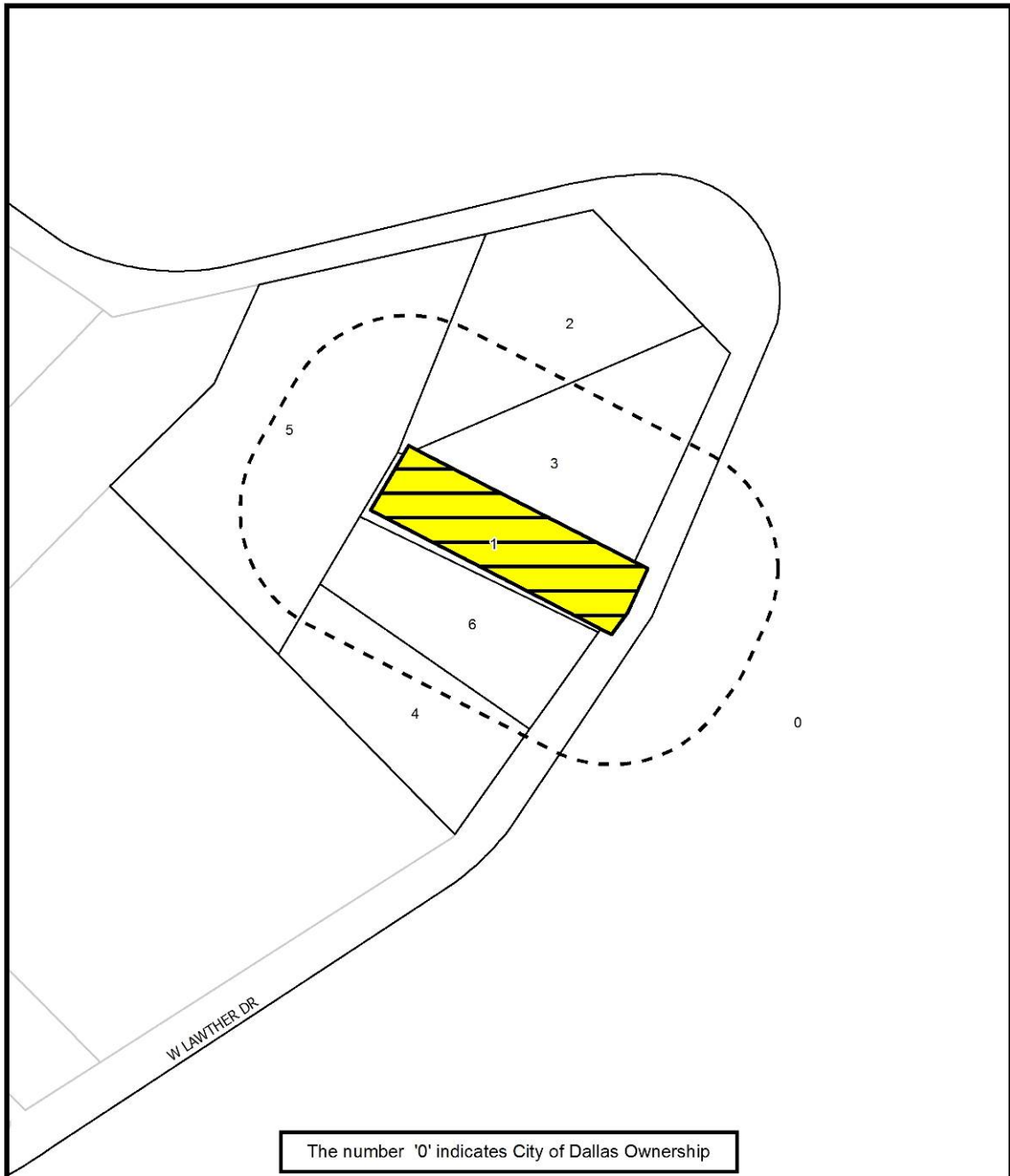


LOG OF BORING NO. B-3


Proposed "Residence"
4105 West Lawther Drive
Dallas, Texas

Project No. 16-DG8162

FIELD DATA				Location: See Location Plan		LABORATORY DATA							
DEPTH (ft.)	SOIL & ROCK SYMBOL	SAMPLE TYPE P: HAND PEN., TSF T: THD, BLOWS/FT. N: SPT, BLOWS/FT.	STRATUM DEPTH (ft.)	DESCRIPTION OF STRATUM		WATER CONTENT, %	LIQUID LIMIT	PLASTIC LIMIT	PLASTICITY INDEX	UNIT DRY WEIGHT (PCF)	UNCONFINED STRENGTH (TSE)	% PASSING NO. 200 SIEVE	SOIL SUCTION TEST (TOTAL CM. OF WATER)
0													
		P4.0	1.5	Brown and tan SANDY CLAY (CL)		11	34	15	19				
			3	Tan CALCAREOUS CLAY (CL) with limestone fragments		11							
5		T100/4"		Tan weathered LIMESTONE with calcareous clay seams		6							
10		T100/3.5"	11			6							
15		T100/2.7"		Gray LIMESTONE		9							
20		T100/2.5"	20			9							
25													
30													
<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"><input type="checkbox"/> TUBE SAMPLE</div> <div style="text-align: center;"><input type="checkbox"/> AUGER SAMPLE</div> <div style="text-align: center;"><input type="checkbox"/> SPLIT-SPOON</div> <div style="text-align: center;"><input type="checkbox"/> ROCK CORE</div> <div style="text-align: center;"><input type="checkbox"/> THD CONE PEN.</div> <div style="text-align: center;"><input type="checkbox"/> NO RECOVERY</div> </div>						REMARKS:							



The number '0' indicates City of Dallas Ownership


 1:2,400

NOTIFICATION

200' AREA OF NOTIFICATION
6 NUMBER OF PROPERTY OWNERS NOTIFIED

Case no: **BDA156-069**
 Date: **5/27/2016**

Notification List of Property Owners

BDA156-069

6 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	4105 W LAWTHER DR	BRAGALONE JEFFREY R & MICKIE S
2	4111 W LAWTHER DR	RAYMOND ROBERT W &
3	4109 W LAWTHER DR	ARCHER JAMES W & CAROL S
4	4033 W LAWTHER DR	DORMER DOUGLAS E JR &
5	4211 W LAWTHER DR	SAUNDERS KENNETH E & KYLE M
6	4101 W LAWTHER DR	FOSTER ROBERT W JR &

FILE NUMBER: BDA156-046(SL)

BUILDING OFFICIAL'S REPORT: Application of Robert Baldwin of Baldwin and Associates for a special exception to the visual obstruction regulations at 504 N. St. Paul Street. This property is more fully described as Lot 2, Block 2/243, and is zoned CA-1(A), which requires a 20 foot visibility triangle at driveway approaches. The applicant proposes to locate items in a required visibility triangle, which will require a special exception to the visual obstruction regulations.

LOCATION: 504 N. St. Paul Street

APPLICANT: Robert Baldwin of Baldwin and Associates

REQUEST:

A request for a special exception to the visual obstruction regulations is made to construct and maintain a parking garage structure in the 20' visibility triangle where an alley intersects with N. St. Paul Street on a site developed with a surface parking lot use.

STANDARD FOR A SPECIAL EXCEPTION TO THE VISUAL OBSTRUCTION REGULATIONS:

The Board shall grant a special exception to the requirements of the visual obstruction regulations when, in the opinion of the Board, the item will not constitute a traffic hazard.

STAFF RECOMMENDATION:

Denial

Rationale:

- The Sustainable Development and Construction Department Project Engineer recommends that this request be denied commenting that no new site plan was provided. As a result, his recommendation made to the Board in May remains: "The proposed structure encroaching within the visibility triangle creates a safety hazard to pedestrian traffic."
- The applicant had not substantiated how the location of the proposed structure in the 20' visibility triangle where an alley intersects with N. St. Paul Street does not constitute a traffic hazard.

BACKGROUND INFORMATION:

Zoning:

Site: CA-1(A) (Central Area)
North: CA-1(A) (Central Area)
South: CA-1(A)H/23 (Central Area)(Historic)
East: CA-1(A) (Central Area)
West: CA-1(A) (Central Area)

Land Use:

The subject site is developed as a surface parking lot. The areas to the north, east, south, and west are developed with mostly with office uses.

Zoning/BDA History:

1. BDA156-047, Property at 504 N. St. Paul Street (part of the subject site) On May 18, 2016, the Board of Adjustment Panel B will consider a special exceptions to the mandatory pedestrian skybridge standards are made to construct and maintain a pedestrian skybridge over Wenchell Lane that would connect an existing church structure to a proposed parking garage that would have an interior passageway width of less than 10 feet; and would be located within 300' of an historic overlay district.

GENERAL FACTS/STAFF ANALYSIS:

- This request focuses on constructing and maintaining a parking garage structure in the 20' visibility triangle where an alley intersects with N. St. Paul Street on a site developed with a surface parking lot use.
- The Dallas Development Code states the following: A person shall not erect, place, or maintain a structure, berm, plant life or any other item on a lot if the item is:
 - in a visibility triangle as defined in the Code (45-foot visibility triangles at street intersections, and 20 foot visibility triangles at drive approaches and at alleys on properties zoned single family); and
 - between two and a half and eight feet in height measured from the top of the adjacent street curb (or the grade of the portion on the street adjacent to the visibility triangle).

- The Dallas Development Code states the term “visibility triangle” means in all zoning districts, “the portion of a lot within a triangular area formed by connecting together the point of intersection of the edge of a driveway or alley and an adjacent street curb line (or, if there is no street curb, what would be the normal street curb line) and points on the driveway or alley edge and the street curb line 20 feet from the intersection.”
- The applicant has submitted a site plan and an elevation indicating a parking garage structure to be located in the 20’ visibility triangle where an alley intersects with N. St. Paul Street. This site plan and elevation was part of the May 18th docket. As of 1 p.m., June 17th, no new information had been submitted to staff on this application.
- On May 5, 2016, the Sustainable Development and Construction Department Project Engineer submitted a review comment sheet marked “Recommends that this be denied” commenting: “The proposed structure encroaching within the visibility triangle creates a safety hazard to pedestrian traffic.”
- On June 16, 2016, the Sustainable Development and Construction Department Project Engineer submitted a review comment sheet marked “Recommends that this be denied” commenting: “No new site plan provided. Previous recommendation of denial remains.”
- The applicant has the burden of proof in establishing how granting this request for a special exception to the visual obstruction regulations to construct and maintain a parking garage structure in the 20’ visibility triangle where an alley intersects with N. St. Paul Street does not constitute a traffic hazard.
- Granting this request with a condition imposed that the applicant complies with the submitted site plan and elevation would limit the items located in the 20’ visibility triangle where an alley intersects with N. St. Paul Street to that what is shown on these documents – a parking garage structure.

Timeline:

February 26, 2016: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.

April 12, 2016: The Board of Adjustment Secretary assigned this case to Board of Adjustment Panel B.

April 12, 2016: The Board Administrator emailed the applicant the following information:

- an attachment that provided the public hearing date and panel that will consider the application; the April 27th deadline to submit additional evidence for staff to factor into their analysis; and the May 6th deadline to submit additional evidence to be incorporated into the Board’s docket materials;
- the criteria/standard that the board will use in their decision to approve or deny the request; and
- the Board of Adjustment Working Rules of Procedure pertaining to “documentary evidence”.

- May 3, 2016: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for May public hearings. Review team members in attendance included: the Sustainable Development and Construction Board of Adjustment Chief Planner, the Sustainable Development and Construction Building Inspection Chief Planner, the Board Administrator, the Building Inspection Senior Plans Examiners/Development Code Specialist, the Sustainable Development and Construction Project Engineer, the Sustainable Development and Construction Board of Adjustment Senior Planner, and the Assistant City Attorneys to the Board.
- May 5, 2016: The Sustainable Development and Construction Department Project Engineer submitted a review comment sheet marked "Recommends that this be denied" commenting: "The proposed structure encroaching within the visibility triangle creates a safety hazard to pedestrian traffic."
- May 18, 2016: The Board of Adjustment Panel B conducted a public hearing on this application. The Board delayed action on this application until their next public hearing to be held on June 29, 2016.
- May 19, 2016: The Board Administrator wrote the applicant a letter that provided the board's action; and the June 8th deadline to submit additional evidence for staff to factor into their analysis; and the 1 p.m., June 17th deadline to submit additional evidence to be incorporated into the Board's docket materials.
- June 14, 2016: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for June public hearings. Review team members in attendance included: the Sustainable Development and Construction Interim Assistant Director, the Sustainable Development and Construction Board of Adjustment Chief Planner, the Building Inspection, Chief Planner, the Board Administrator, the Building Inspection Senior Plans Examiners/Development Code Specialist, the Chief Arborist, the Sustainable Development and Construction Department Senior Planner, the Sustainable Development and Construction Department Project Engineer, and the Assistant City Attorney to the Board.
- June 16, 2016: The Sustainable Development and Construction Department Project Engineer submitted a review comment sheet marked "Recommends that this be denied" commenting: "No new site plan provided. Previous recommendation of denial remains."

BOARD OF ADJUSTMENT ACTION: MAY 18, 2016

APPEARING IN FAVOR: Rob Baldwin, 3904 Elm Street, Dallas, TX

APPEARING IN OPPOSITION: No one

MOTION: **Hounsel**

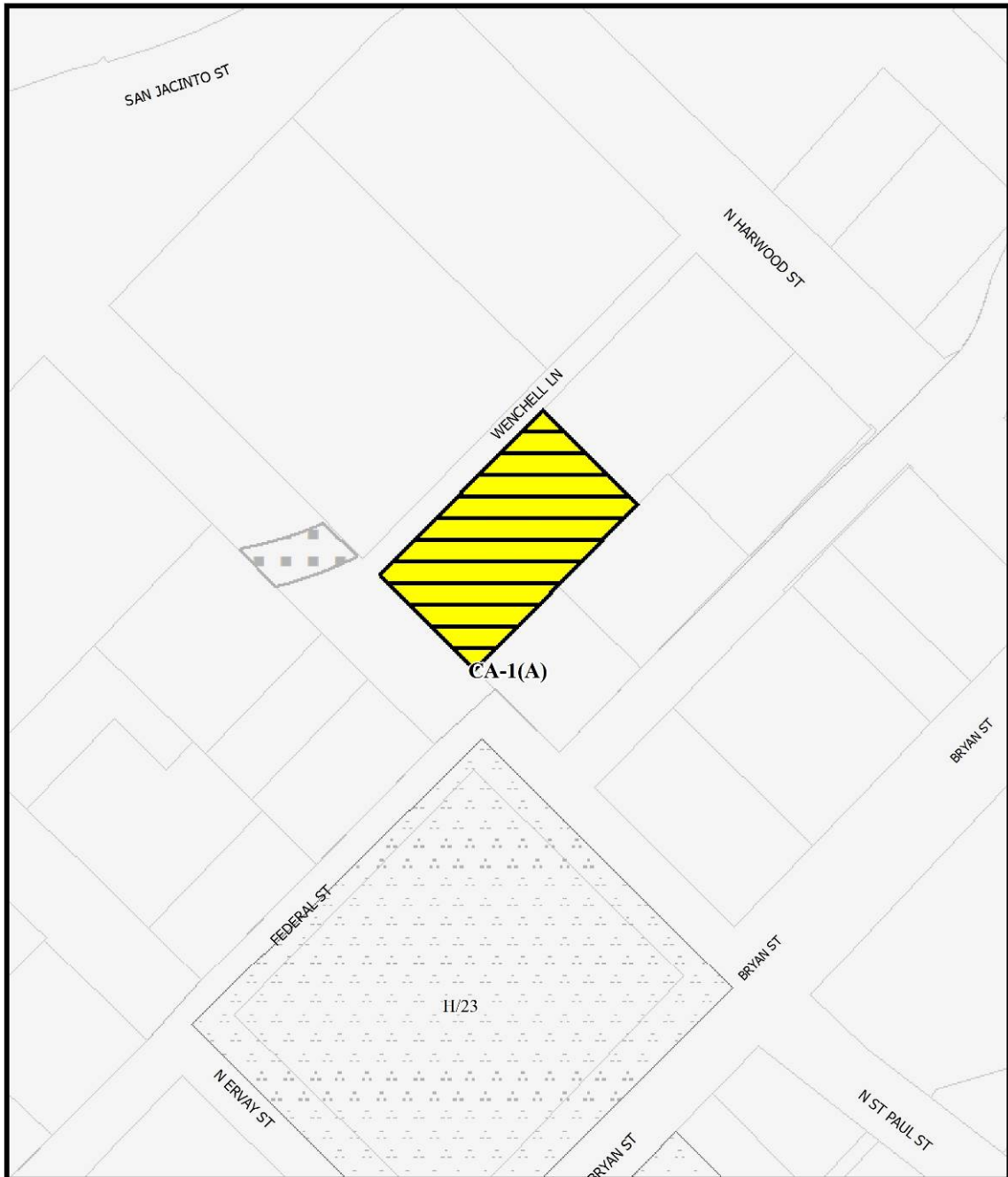
I move that the Board of Adjustment, in Appeal No. **BDA156-046**, hold this matter under advisement until **June 29, 2016**.

SECONDED: **Cannon**

AYES: 5 –Hounsel, Brannon, Winslow, Cannon, Lewis

NAYS: 0 –

MOTION PASSED 5 – 0 (unanimously)



1:1,200

ZONING MAP

Case no: BDA156-046

Date: 4/14/2016



1:1,200

AERIAL MAP

Case no: BDA156-046

Date: 4/14/2016



City of Dallas

APPLICATION/APPEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 156-046

Data Relative to Subject Property:

Date: February 26, 2016

Location address: 504 N. St. Paul St Zoning District: CA-1(A)

Lot No.: 2 Block No.: 2/243 Acreage: 0.62 acres Census Tract: 21.00

Street Frontage (in Feet): 1) 104 ft 2) _____ 3) _____ 4) _____ 5) _____

5027A

To the Honorable Board of Adjustment :

Owner of Property (per Warranty Deed): First Baptist Church and W.E. Dalton, Power of Attorney

Applicant: Rob Baldwin, Baldwin Associates Telephone: 214-824-7949

Mailing Address: 3904 Elm Street Suite B Dallas TX Zip Code: 75226

E-mail Address: rob@baldwinplanning.com

Represented by: Rob Baldwin, Baldwin Associates Telephone: 214-824-7949

Mailing Address: 3904 Elm Street Suite B Dallas TX Zip Code: 75226

E-mail Address: rob@baldwinplanning.com

Affirm that an appeal has been made for a Variance , or Special Exception X, of to the visibility obstruction regulations

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to grant the described appeal for the following reason:
The proposed parking structure will have an encroachment of the building within the visibility triangles at N. St. Paul Street and Wenchel Lane (alley). The encroachment is not a traffic hazard because N. St. Paul Street is a one-way street going "downstream."

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

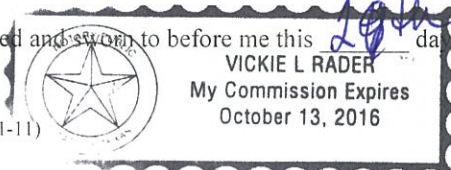
Affidavit

Before me the undersigned on this day personally appeared Robert Baldwin
(Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property.

Respectfully submitted: [Signature]
(Affiant/Applicant's signature)

Subscribed and sworn to before me this 26th day of February, 2016
VICKIE L RADER
My Commission Expires
October 13, 2016
Notary Public in and for Dallas County, Texas



MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

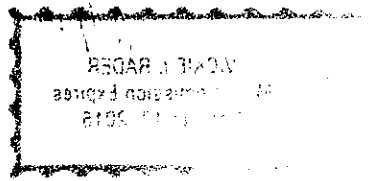
I hereby certify that Robert Baldwin

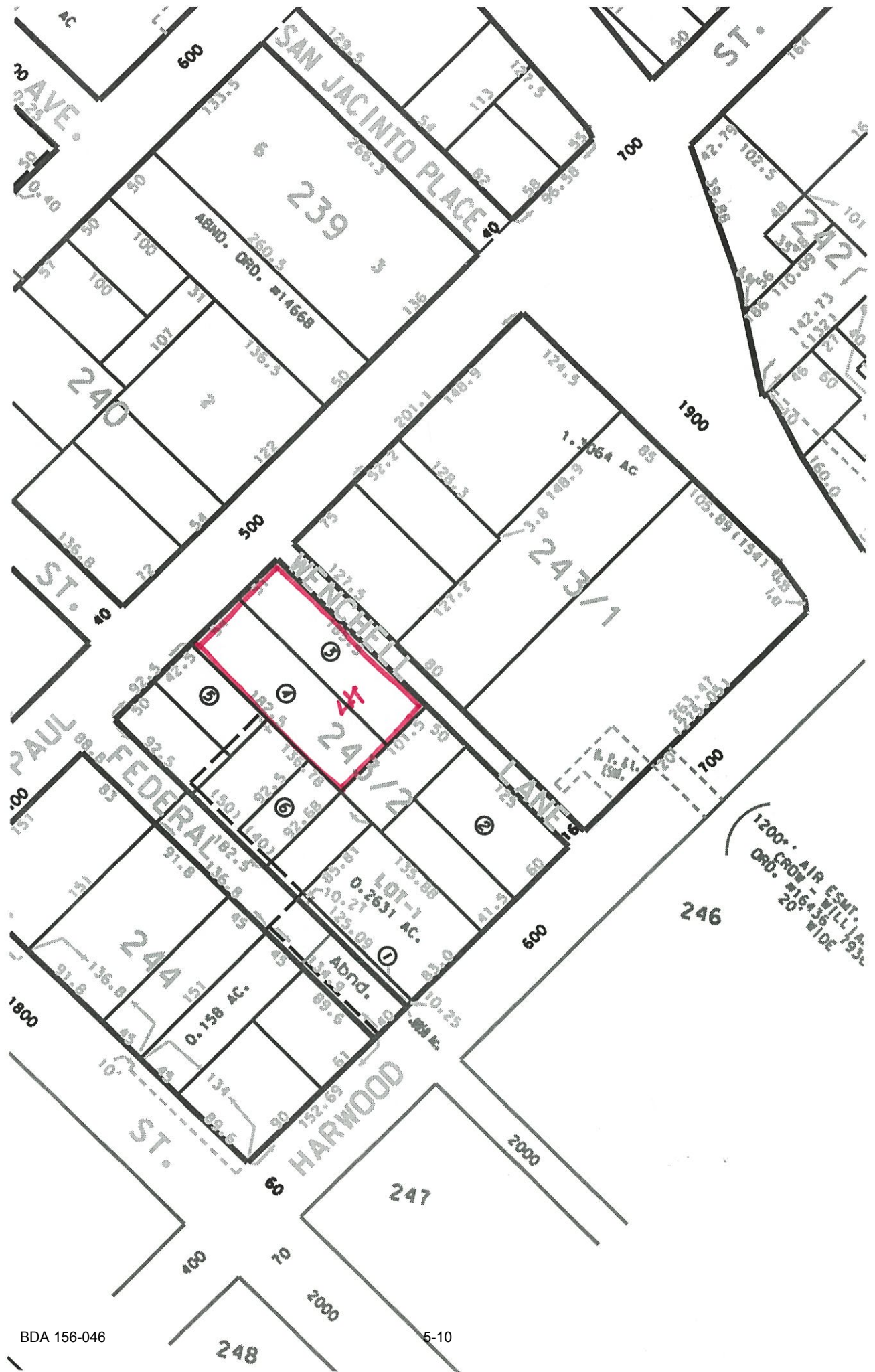
did submit a request for a special exception to the visibility obstruction regulations
at 504 N. St. Paul Street

BDA156-046. Application of Robert Baldwin for a special exception to the visibility obstruction regulations at 504 N. St. Paul Street. This property is more fully described as Lot 2, Block 2/243, and is zoned CA-1(A), which requires a 20 foot visibility triangle at driveway approaches. The applicant proposes to construct a nonresidential structure in a required visibility obstruction triangle, which will require a special exception to the visibility obstruction regulation.

Sincerely,

Philip Sikes
Philip Sikes, Building Official

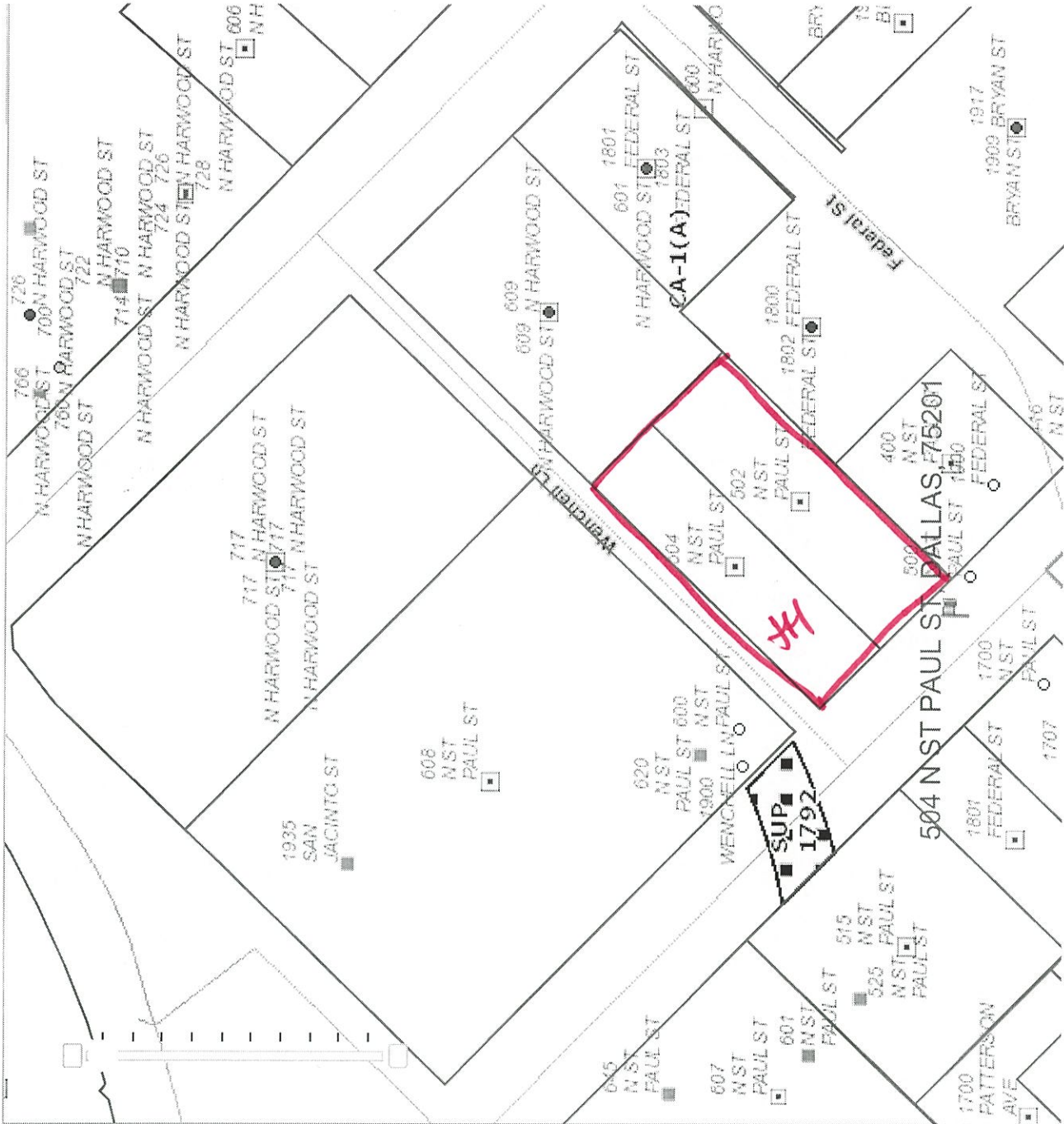




City of Dallas

Internal Development Research Site

Legend

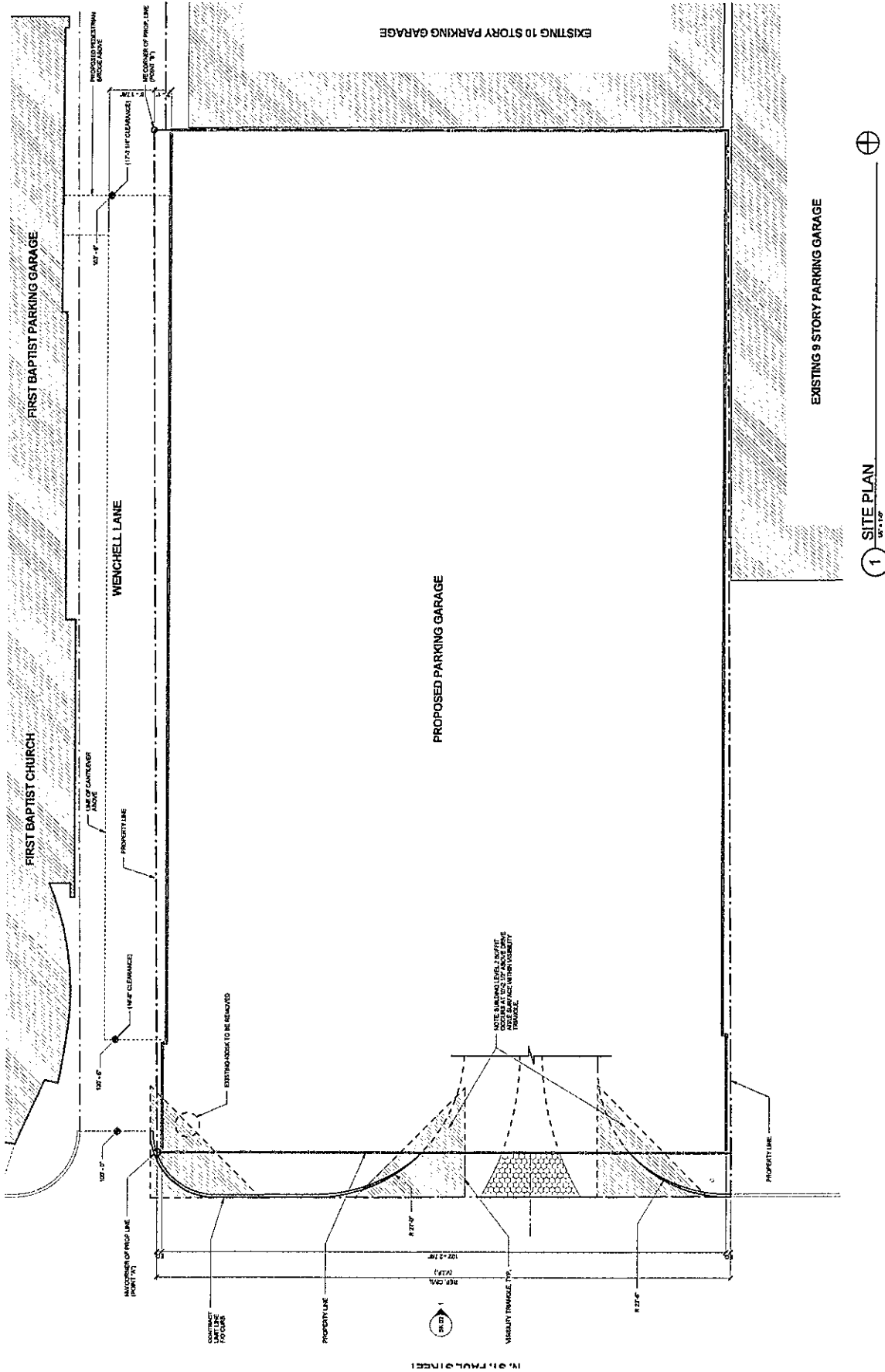




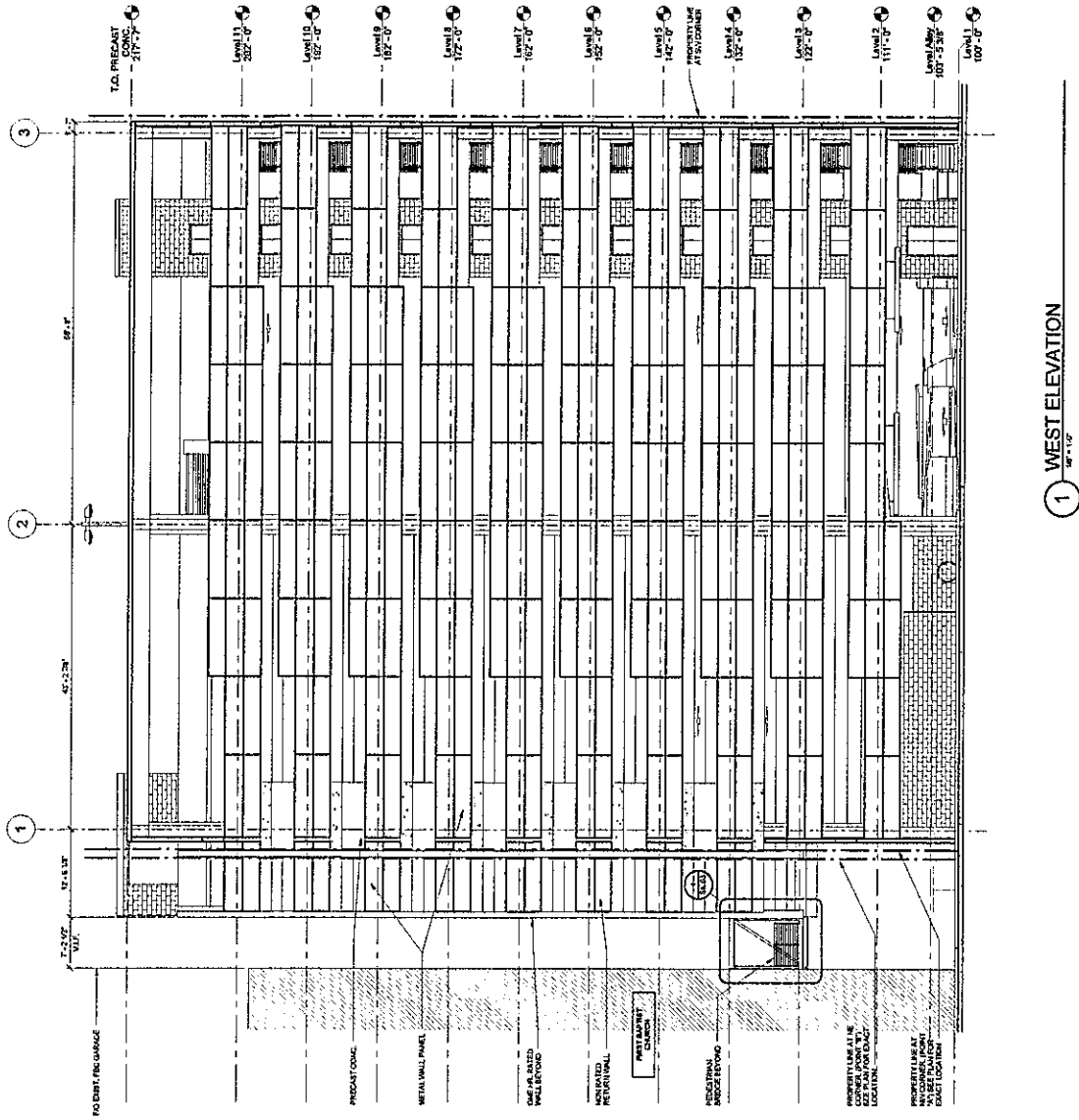
FORTIS
PROPERTY GROUP, LLC

NEW ST. PAUL GARAGE - HARWOOD CENTER

OMNIPLAN
ARCHITECTS



1 SITE PLAN
 1/8" = 1'-0"



1 WEST ELEVATION

Notification List of Property Owners

BDA156-046

17 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	504 N ST PAUL ST	DALTON WILLIAM E JR ETAL
2	502 N ST PAUL ST	FIRST BAPTIST CHURCH OF
3	606 N ERVAY ST	FIRST BAPTIST CHURCH OF
4	1700 PATTERSON AVE	FIRST BAPTIST CHURCH OF
5	510 N ERVAY ST	FIRST BAPTIST CHURCH OF
6	1801 FEDERAL ST	FIRST BAPTIST CHURCH OF
7	717 N HARWOOD ST	WC 717 N HARWOOD PROPERTY LLC
8	601 N HARWOOD ST	FPG DMT HARWOOD LP
9	1801 FEDERAL ST	FPG-DMT HARWOOD LP
10	1803 FEDERAL ST	1999 ASSOCIATES LTD
11	609 N HARWOOD ST	MAHER PROPERTIES TWO
12	400 N ST PAUL ST	DALLAS HARTFORD LLC
13	1923 BRYAN ST	1999 ASSOC LTD
14	1999 BRYAN ST	FPG DMT HARWOOD LP
15	509 N HARWOOD ST	1999 PROPERTY CORP
16	400 N ERVAY ST	POST OFFICE MASTER LANDLORD LP
17	400 N ERVAY ST	UNITED STATES POSTAL SERVICE THE

FILE NUMBER: BDA156-058(SL)

BUILDING OFFICIAL'S REPORT: Application of Jonathan Spencer for special exceptions to the landscape and off-street parking regulations at 10141 E. Northwest Highway. This property is more fully described as Lot 2A, Block C/7480, and is zoned CR, which requires mandatory landscaping and requires off-street parking to be provided. The applicant proposes to construct and maintain a structure and provide an alternate landscape plan, which will require a special exception to the landscape regulations, and to construct and maintain a structure for a restaurant with drive-in or drive-through service use, and provide 17 of the required 22 parking spaces, which will require a 5 space special exception to the off-street parking regulations.

LOCATION: 10141 E. Northwest Highway

APPLICANT: Jonathan Spencer

REQUESTS:

The following requests are made on a site that is being developed as restaurant with drive-in or drive-through service use/structure (Starbucks):

1. A request for a special exception to the landscape regulations is made to construct and maintain the structure/use, and not fully meet the landscape regulations.
2. A request for a special exception to the off-street parking regulations of 5 spaces is made to construct and maintain the restaurant with drive-in or drive-through service structure/use that has approximately 2,200 total square feet (1,700 square foot structure with an approximately 530 square foot covered patio), and provide 17 (or 77 percent) of the 22 required off-street parking spaces.

STANDARD FOR A SPECIAL EXCEPTION TO THE LANDSCAPE AND TREE PRESERVATION REGULATIONS:

The board may grant a special exception to the landscape and tree preservation regulations of this article upon making a special finding from the evidence presented that:

- (1) strict compliance with the requirements of this article will unreasonably burden the use of the property;
- (2) the special exception will not adversely affect neighboring property; and
- (3) the requirements are not imposed by a site-specific landscape plan approved by the city plan commission or city council.

In determining whether to grant a special exception, the Board shall consider the following factors:

- the extent to which there is residential adjacency;
- the topography of the site;
- the extent to which landscaping exists for which no credit is given under this article; and
- the extent to which other existing or proposed amenities will compensate for the reduction of landscaping.

STANDARD FOR A SPECIAL EXCEPTION TO THE OFF-STREET PARKING REGULATIONS:

- 1) The Board of Adjustment may grant a special exception to authorize a reduction in the number of off-street parking spaces required under this article if the board finds, after a public hearing, that the parking demand generated by the use does not warrant the number of off-street parking spaces required, and the special exception would not create a traffic hazard or increase traffic congestion on adjacent and nearby streets. The maximum reduction authorized by this section is 25 percent or one space, whichever is greater, minus the number of parking spaces currently not provided due to delta credits, as defined in Section 51A-4.704(b)(A). For the commercial amusement (inside) use and the industrial (inside) use, the maximum reduction authorized by this section is 75 percent or one space, whichever is greater, minus the number of parking spaces currently not provided due to delta credits, as defined in Section 51A-4.704(b)(4)(A). For the office use, the maximum reduction authorized by this section is 35 percent or one space, whichever is greater, minus the number of parking spaces currently not provided due to delta credits, as defined in Section 51A-4.704(b)(4)(A). Applicants may seek a special exception to the parking requirements under this section and an administrative parking reduction under Section 51A-4.313. The greater reduction will apply, but the reduction may not be combined.
- 2) In determining whether to grant a special exception, the board shall consider the following factors:
 - (A) The extent to which the parking spaces provided will be remote, shared, or packed parking.
 - (B) The parking demand and trip generation characteristics of all uses for which the special exception is requested.
 - (C) Whether or not the subject property or any property in the general area is part of a modified delta overlay district.
 - (D) The current and probable future capacities of adjacent and nearby streets based on the city's thoroughfare plan.
 - (E) The availability of public transit and the likelihood of its use.
 - (F) The feasibility of parking mitigation measures and the likelihood of their effectiveness.

- 3) In granting a special exception, the board shall specify the uses to which the special exception applies. A special exception granted by the board for a particular use automatically and immediately terminates if and when that use is changed or discontinued.
- 4) In granting a special exception, the board may:
 - (A) Establish a termination date for the special exception or; otherwise provide for the reassessment of conditions after a specified period of time;
 - (B) Impose restrictions on access to or from the subject property; or
 - (C) Impose any other reasonable conditions that would have the effect of improving traffic safety or lessening congestion on the streets.
- 5) The board shall not grant a special exception to reduce the number of off-street parking spaces required in an ordinance granting or amending a specific use permit.
- 6) The board shall not grant a special exception to reduce the number of off-street parking spaces expressly required in the text or development plan of an ordinance establishing or amending regulations governing a specific planned development district. This prohibition does not apply when:
 - (A) the ordinance does not expressly specify a minimum number of spaces, but instead simply makes references to the existing off-street parking regulations in Chapter 51 or this chapter; or
 - (B) the regulations governing that specific district expressly authorize the board to grant the special exception.

STAFF RECOMMENDATION (landscape special exception):

Approval, subject to the following condition:

- Compliance with the submitted revised alternate landscape plan is required.

Rationale:

- The Chief Arborist recommends approval of the request, specifically stating the special exception will not adversely affect neighboring properties and the full application of the street tree requirement will apply an unreasonable burden to the proposed use of the property. (The features shown on the submitted revised alternate landscape plan meet all aspects of Article X landscape requirements with the exception of the number of street trees which cannot be provided given a combination of limited lot space for parking and maneuverability for the use, and existing public utility easement conflicts along the street frontage).

STAFF RECOMMENDATION (parking special exception):

Denial

Rationale:

- The Sustainable Development and Construction Department Project Engineer recommends denial of the request because the applicant had not demonstrated how a reduction in parking is warranted, and how the special exception would not create a traffic hazard or increase traffic congestion.

BACKGROUND INFORMATION:

Zoning:

<u>Site:</u>	CR (Community retail)
<u>North:</u>	CR (Community retail)
<u>South:</u>	CR (Community retail)
<u>East:</u>	CR (Community retail)
<u>West:</u>	CR (Community retail)

Land Use:

The subject site is being developed as a restaurant with drive-in or drive-through service use/structure (Starbucks). The areas to the north, east, south, and west are developed with commercial/retail uses.

Zoning/BDA History:

There has not been any recent related board or zoning cases recorded either on or in the immediate vicinity of the subject site.

GENERAL FACTS/STAFF ANALYSIS (landscape special exception):

- This request focuses constructing and maintaining a restaurant with drive-in or drive-through service use/structure, and not fully meeting the landscape regulations, more specifically not providing the required number of street trees.
- The Dallas Development Code requires full compliance with the landscape regulations when nonpermeable coverage on a lot or tract is increased by more than 2,000 square feet, or when work on an application is made for a building permit for construction work that increases the number of stories in a building on the lot, or increases by more than 35 percent or 10,000 square feet, whichever is less, the combined floor areas of all buildings on the lot within a 24-month period.
- The City of Dallas Chief Arborist submitted a memo regarding the applicant's request (see Attachment B). The memo states how this request is triggered by a new construction of a commercial retail use.
- With regard to how the proposal is deficient to the landscape regulations, the Chief Arborist stated that the revised alternate landscape plan provides for 3 large street trees. Article X, Sec. 51A-10.125(b)(4), requires 1 large street tree, of 3" caliper or greater, per 50 linear feet of frontage, and a minimum of two. Six trees are required for the approximately 275 feet of total street frontage.
- The Chief Arborist's memo lists the following factors for consideration:
 1. A combination of limited lot space for parking and maneuverability for the use, and existing public utility easement conflicts along the street frontage, restricts available space for large street trees in the required space within 30 feet of the curb.

2. Additional planting areas east of the building will enhance and layer the screening of parking and street trees between Ferndale and the planned use.
 3. All other Article X landscape requirements for site trees, parking lot trees, and two design standards (screening of off-street parking and enhanced pedestrian pavement) are met.
- The City of Dallas Chief Arborist recommends approval of the proposed revised landscape plan because the special exception will not adversely affect neighboring properties, and the full application of the street tree requirement will apply an unreasonable burden to the proposed use of the property.
 - The applicant has the burden of proof in establishing the following:
 - Strict compliance with the requirements of the landscape regulations of the Dallas Development Code will unreasonably burden the use of the property; and the special exception will not adversely affect neighboring property.
 - If the Board were to grant this request and impose the submitted revised landscape plan as a condition to the request, the site would be provided exception from full compliance with the required number of street trees on the subject site.

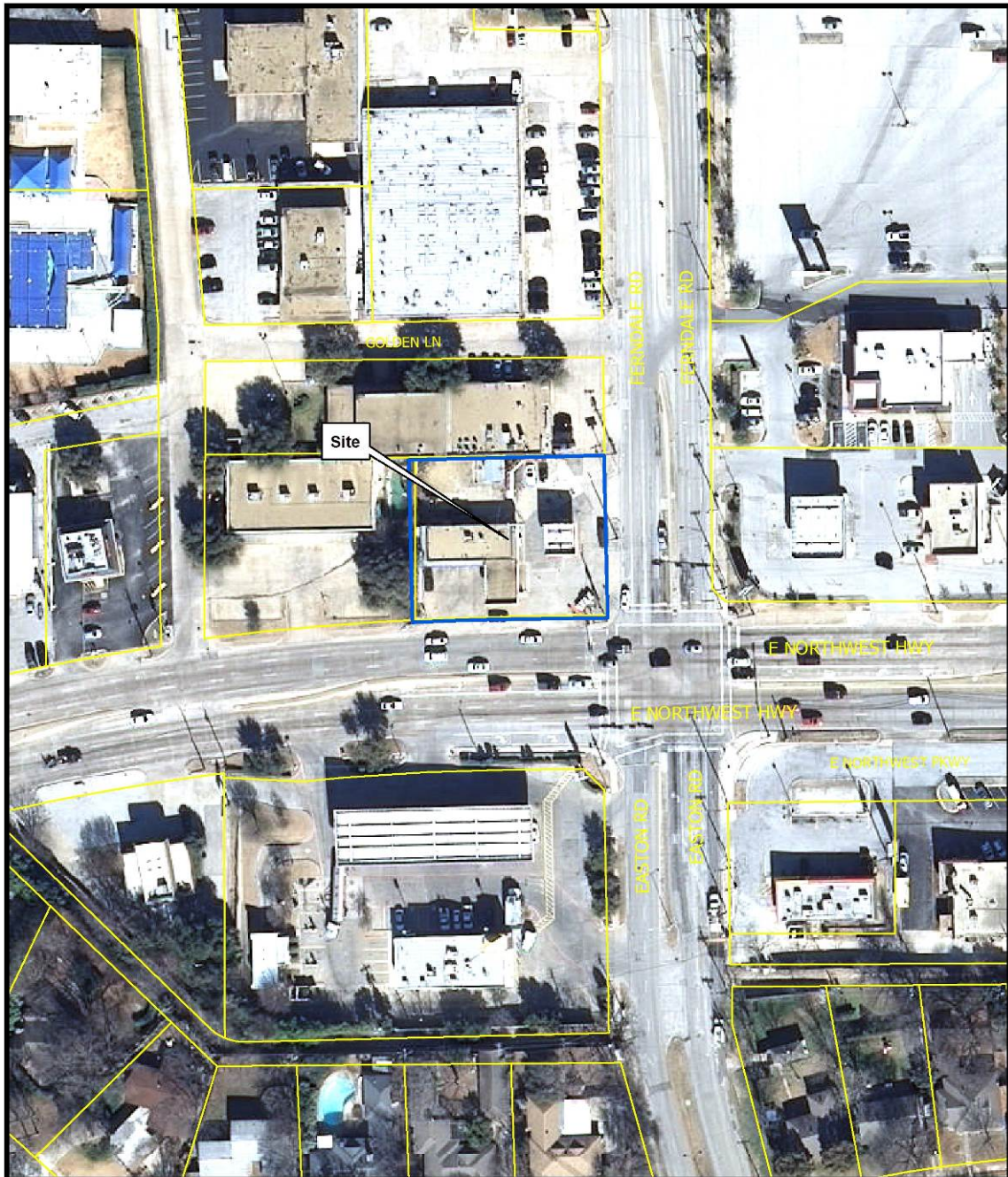
GENERAL FACTS/STAFF ANALYSIS (parking special exception):

- This request focuses on constructing and maintaining a restaurant with drive-in or drive-through service use that has approximately 2,200 total square feet (1,700 square foot structure with an approximately 530 square foot covered patio), and providing 17 (or 77 percent) of the 22 required off-street parking spaces.
- The Dallas Development Code requires the following off-street parking requirement:
 - Restaurant with drive-in or drive-through service use: 1 space per 100 square feet of floor area.
- The Sustainable Development Department Project Engineer has submitted a review comment sheet marked “Recommends that this request be denied” commenting “The applicant did not demonstrate how a reduction in parking is warranted, and that the special exception would not create a traffic hazard or increase traffic congestion”.
- The applicant has the burden of proof in establishing the following:
 - The parking demand generated by the construct and maintain the restaurant with drive-in or drive-through service use does not warrant the number of off-street parking spaces required, and
 - The special exception of 5 spaces (or a 23 percent reduction of the required off-street parking) would not create a traffic hazard or increase traffic congestion on adjacent and nearby streets.
- If the Board were to grant this request, and impose the condition that the special exception of 5 spaces shall automatically and immediately terminate if and when the construct and maintain the restaurant with drive-in or drive-through service use is changed or discontinued, the applicant would be allowed to construct and maintain the structure on the site with this specific use and square footage, and provide 17 of the 22 code required off-street parking spaces. (If denied, the applicant could construct and maintain the 1,700 square foot restaurant with drive-in or drive-through service use without covering the patio space, and provide the required number of off-street parking spaces).

Timeline:

- April 8, 2016: The applicant submitted an “Application/Appeal to the Board of Adjustment” and related documents which have been included as part of this case report.
- May 10, 2016: The Board of Adjustment Secretary randomly assigned this case to Board of Adjustment Panel B.
- May 11, 2016: The Board Administrator emailed the applicant and emailed the following information:
- a copy of the application materials including the Building Official’s report on the application;
 - an attachment that provided the public hearing date and panel that will consider the application; the June 8th deadline to submit additional evidence for staff to factor into their analysis; and the 1 p.m., June 17th deadline to submit additional evidence to be incorporated into the Board’s docket materials;
 - the criteria/standard that the board will use in their decision to approve or deny the request; and
 - the Board of Adjustment Working Rules of Procedure pertaining to “documentary evidence”.
- June 7, 2016: The applicant submitted additional information to staff beyond what was submitted with the original application (see Attachment A).
- June 14, 2016: The Board of Adjustment staff review team meeting was held regarding this request and the others scheduled for June public hearings. Review team members in attendance included: the Sustainable Development and Construction Interim Assistant Director, the Sustainable Development and Construction Board of Adjustment Chief Planner, the Building Inspection, Chief Planner, the Board Administrator, the Building Inspection Senior Plans Examiners/Development Code Specialist, the Chief Arborist, the Sustainable Development and Construction Department Senior Planner, the Sustainable Development and Construction Department Project Engineer, and the Assistant City Attorney to the Board.
- June 16, 2016: The Sustainable Development and Construction Department Project Engineer submitted a review comment sheet marked “Recommends that this be denied” commenting “The applicant did not demonstrate how a reduction in parking is warranted, and that the special exception would not create a traffic hazard or increase traffic congestion”.
- June 20, 2016: The Chief Arborist submitted a memo on the landscape special exception component of this application (see Attachment B).





1:1,200

AERIAL MAP

Case no: BDA156-058

Date: 5/13/2016

BDA156-058
Attach A pg 1

Long, Steve

From: Jon Spencer <jon@Sterlingdesignassociates.com>
Sent: Tuesday, June 07, 2016 5:04 PM
To: Long, Steve
Cc: Duerksen, Todd; Erwin, Philip; Buehrle, Clayton; Headley, Allison
Subject: RE: BDA156-058, Property at 10141 E. Northwest Highway
Attachments: NW Highway & Ferndale - L101- Landscape Plan.pdf; NW Highway & Ferndale - C201 Site Plan.pdf

Steve,

We received comments back from Paving and Drainage Engineering. The requested changes required a slight shift (to the east) for the access drive along Northwest Hwy. I have attached the updated Site and Landscape Plans. I need for the landscape plan to be accepted by Mr. Erwin and once I have that, I will send 4 hardcopies to be included with the BOA docs. Please let me know if there is anything else you need from me.

Thanks,
Jon

Jonathan Spencer, Landscape Architect
Sterling Design Associates, LLC
Civil Engineers – Landscape Architects
2009 W. Littleton Blvd. #300
Littleton, CO 80120

(Office) 303.794.4727 x205
(Mobile) 303.505.3655

www.sterlingdesignassociates.com



From: Long, Steve [mailto:steve.long@dallascityhall.com]
Sent: Wednesday, May 18, 2016 5:29 AM
To: Jon Spencer <jon@Sterlingdesignassociates.com>
Cc: Duerksen, Todd <todd.duerksen@dallascityhall.com>; Erwin, Philip <philip.erwin@dallascityhall.com>; Buehrle, Clayton <clayton.buehrle@dallascityhall.com>
Subject: RE: BDA156-058, Property at 10141 E. Northwest Highway

Dear Mr. Spencer,

Attached are revised application materials on the application referenced above that now include your proposed alternate landscape plan.

Please write or call me at 214/670-4666 if I can assist you in any other way on this matter.

Thank you,

Steve

From: Jon Spencer [mailto:jon@Sterlingdesignassociates.com]
Sent: Tuesday, May 17, 2016 4:39 PM

Memorandum



CITY OF DALLAS

DATE June 20, 2016
TO Steve Long, Board of Adjustment Administrator
SUBJECT # BDA 156 · 058 10141 E Northwest Highway

The applicant is requesting a special exception to the landscape requirements of Article X.

Trigger

New construction of a commercial retail use.

Deficiencies

The revised alternate landscape plan provides for 3 large street trees. Article X, Sec. 51A-10.125(b)(4), requires 1 large street tree, of 3" caliper or greater, per 50 linear feet of frontage, and a minimum of two. Six trees are required for the approximately 275 feet of total street frontage.

Factors

A combination of limited lot space for parking and maneuverability for the use, and existing public utility easement conflicts along the street frontage, restricts available space for large street trees in the required space within 30 feet of the curb.

Additional planting areas east of the building will enhance and layer the screening of parking and street trees between Ferndale and the planned use.

All other Article X landscape requirements for site trees, parking lot trees, and two design standards (screening of off-street parking and enhanced pedestrian pavement) are met.

Recommendation

The chief arborist recommends approval of the proposed revised alternate landscape plan because the special exception will not adversely affect neighboring properties and the full application of the street tree requirement will apply an unreasonable burden to the proposed use of the property.

Philip Erwin, ISA certified arborist #TX-1284(A)
Chief Arborist



City of Dallas

B

APPLICATION/APEAL TO THE BOARD OF ADJUSTMENT

Case No.: BDA 156-058

Data Relative to Subject Property:

Date: 4/08/16

Location address: 10141 E. Northwest Hwy Zoning District: CR

Lot No.: 2A Block No.: 7480 Acreage: 0.4288 Census Tract: 130.04

Street Frontage (in Feet): 1) 125.00' 2) 150.00' 3) _____ 4) _____ 5) _____ NECA

To the Honorable Board of Adjustment :

Owner of Property (per Warranty Deed): TCG FERNDALE / NW INVESTORS LLC

Applicant: Jonathan Spencer Telephone: 303 794-4727

Mailing Address: 2009 W. Littleton Blvd #300, Littleton, CO Zip Code: 80120

E-mail Address: jon@sterlingdesignassociates.com

Represented by: _____ Telephone: _____

Mailing Address: _____ Zip Code: _____

E-mail Address: _____

Affirm that an appeal has been made for a Variance __, or Special Exception X, of an alternate landscape plan, and a special exception of 5 parking spaces from the 22 required spaces for a food establishment with drive-through service.

Application is made to the Board of Adjustment, in accordance with the provisions of the Dallas Development Code, to grant the described appeal for the following reason:

The alternate landscape plan and the exception to 5 parking spaces will not have any adverse affects to the neighboring properties. The landscaping is all on-site and there is sufficient parking with the 17 parking spaces.

Note to Applicant: If the appeal requested in this application is granted by the Board of Adjustment, a permit must be applied for within 180 days of the date of the final action of the Board, unless the Board specifically grants a longer period.

Affidavit

Before me the undersigned on this day personally appeared Jonathan D. Spencer (Affiant/Applicant's name printed)

who on (his/her) oath certifies that the above statements are true and correct to his/her best knowledge and that he/she is the owner/or principal/or authorized representative of the subject property.

Respectfully submitted: [Signature] (Affiant/Applicant's signature)

Subscribed and sworn to before me this 8th day of April, 2016

(Rev. 08-01-11)

BDA 156-058

NEAL E. HILER NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20144007815 MY COMMISSION EXPIRES 02/16/2018

Notary Public in and for Dallas County, Texas

Arapahoe County, Colorado

MEMORANDUM OF
ACTION TAKEN BY THE
BOARD OF ADJUSTMENT

Date of Hearing _____

Appeal was--Granted OR Denied

Remarks _____

Chairman

Building Official's Report

I hereby certify that Jon Spencer

did submit a request for a special exception to the landscaping regulations, and for a special exception to the parking regulations

at 10141 E. Northwest Highway

BDA156-058. Application of Jon Spencer for a special exception to the landscaping regulations and a special exception to the parking regulations at 10141 E. Northwest Highway. This property is more fully described as Lot 2A, Block 7480, and is zoned CR, which requires mandatory landscaping and requires parking to be provided. The applicant proposes to construct a nonresidential structure and provide an alternate landscape plan, which will require a special exception to the landscape regulations, and to construct a nonresidential structure for a restaurant with drive-in or drive-through service use, and provide 17 of the required 22 parking spaces, which will require a 5 space special exception (22.7% reduction) to the parking regulation.

Sincerely,

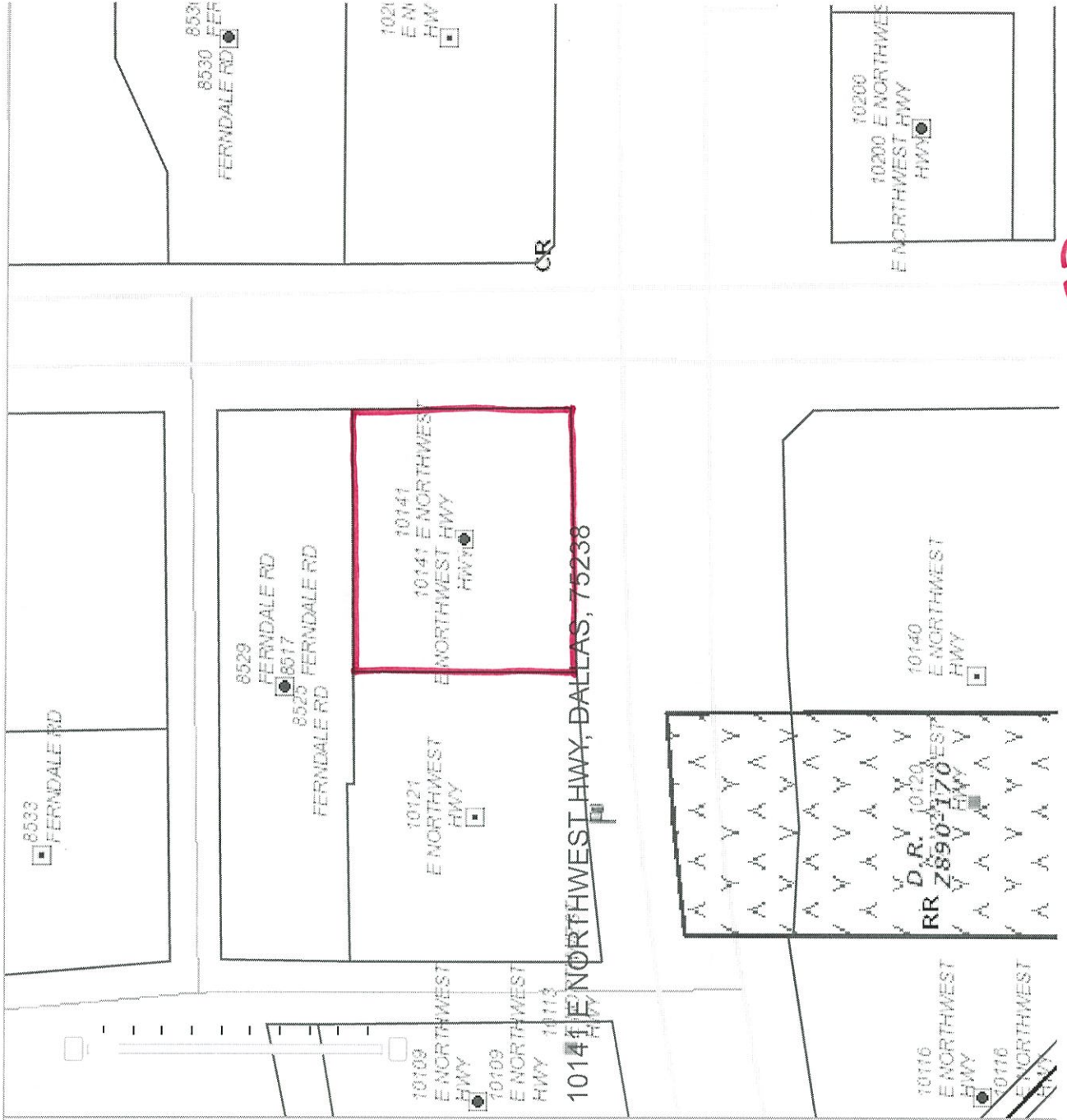
Philip Sikes
Philip Sikes, Building Official

City of Dallas

Internal Development Research Site

Legend

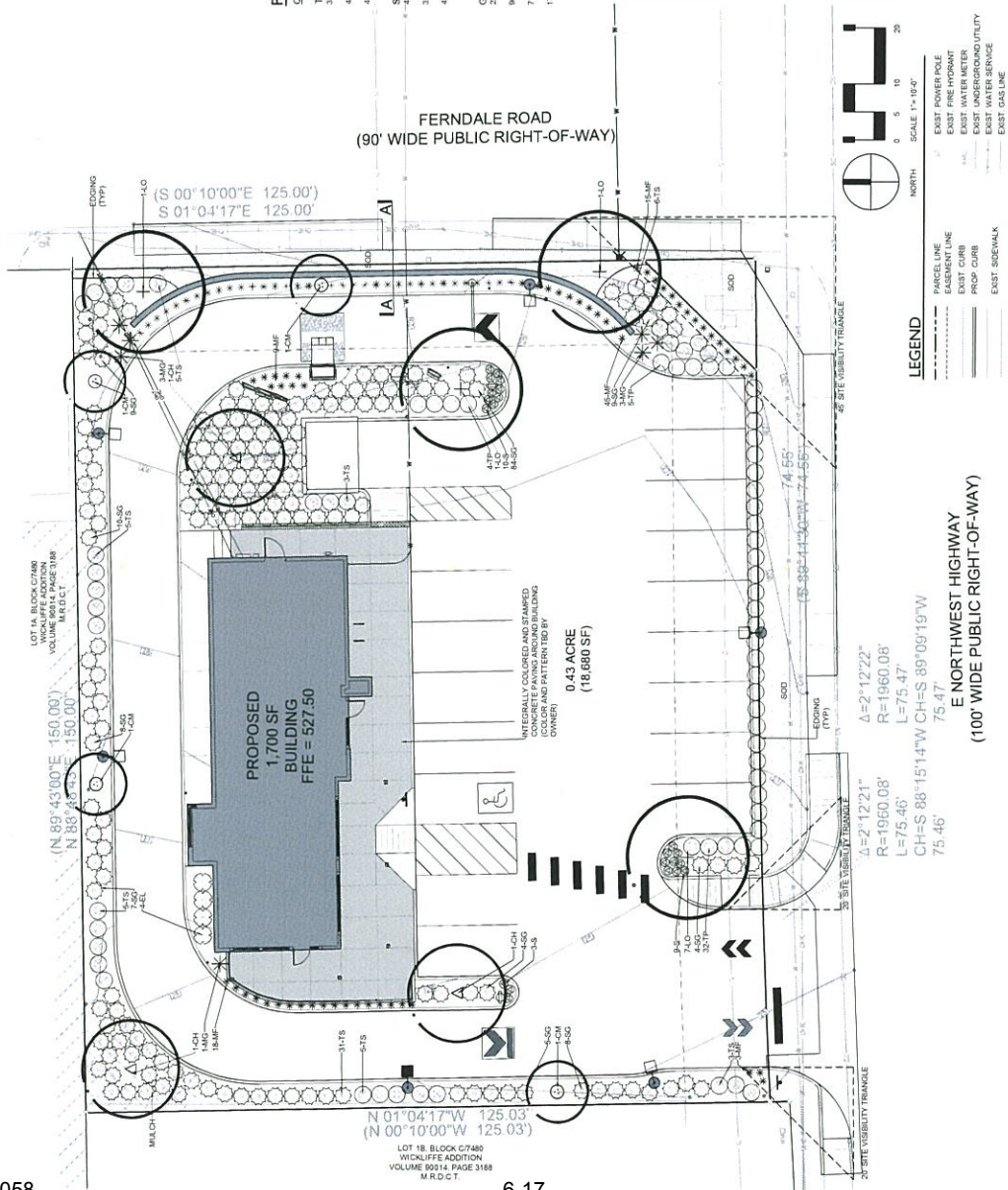
Locate Property



CB

STARBUCKS COFFEE COMPANY
 A PORTION OF LAND SITUATED IN THE WILLIAM C. JACKSON SURVEY, ABSTRACT NO. 704
 CITY OF DALLAS, DALLAS COUNTY, STATE OF TEXAS
SITE CONSTRUCTION PLAN

BDA 156-058



PLANT LIST

QUAN	SYMB	COMMON/BOTANICAL NAME	SIZE	REMARKS
3	CH	CHITALPA	2" CAL	FULL CROWN, STAKED
4	LD	Chorizanthe	24" BOX	SPEC. QUALITY
4	LD	Conocarpus	24" BOX	SPEC. QUALITY
4	LD	Conocarpus	24" BOX	SPEC. QUALITY
4	LD	Laguncularia	24" BOX	SPEC. QUALITY
4	LD	Laguncularia	24" BOX	SPEC. QUALITY
2	SH	LIVELIGHT ELEGANS	#7	SPACING 36" O.C.
32	TS	TEXAS BUCKWHEAT	#7	FULL FORM
41	TP	Ligustrum japonicum	#1	FULL FORM
22	3	GROUNDCOVER PERENNIALS AND GRASSES	#1	SPACING 24" O.C.
96	MF	MEXICAN LEATHER GRASS	#1	SPACING 24" O.C.
7	MG	DWARF MAIDEN GRASS	#1	SPACING 36" O.C.
179	SG	SWITCH GRASS	#1	SPACING 36" O.C.
		Parthenium		FULL FORM

LANDSCAPE CALCULATIONS

CATEGORY	REQUIRED	PROVIDED
STREET TREES (150' OF FRONTAGE)	6 (27% FRONTAGE)	3 TREES
SITE TREES (16,880 SF LOT AREA)	5	5 TREES
ALL PARKING SPACES WITHIN LOT	COMPLIED	COMPLIED

ENHANCED DESIGN STANDARDS (2 MIN.)

CATEGORY	REQUIREMENT	PROVIDED
PARKING LOT TREES	ALL PARKING SPACES LOCATED WITHIN 120 FT OF SHADE TREE	YES
SCREENING OF OFF-STREET PARKING (3' TALL EVERGREEN SCREEN)	ALONG PARKING PERIMETER	YES
ENHANCED PEDESTRIAN WALKWAYS (MIN 5% OF TOTAL SF PROVIDED)	INTEGRALLY COLORED AND STAMPED (SCOFFED) INTERIOR COLOR AREA (MINIMUM 10% OF TOTAL SF PROVIDED) WITH UNIFORM PATTERNS (UNLESS APPROVED OTHERWISE)	YES



CAUTION - NOTICE TO CONTRACTOR
 THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF THE UTILITY COMPANY AND NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE LOCAL UTILITY COMPANIES TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES. THE CONTRACTOR SHALL REQUEST EXACT FIELD LOCATIONS OF THE UTILITIES. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO RELOCATE ALL EXISTING UTILITIES WHICH CONFLICT WITH THE PROPOSED IMPROVEMENTS SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE TO EXISTING IMPROVEMENTS AND UTILITIES AND SHALL REPAIR ANY DAMAGE AT HIS EXPENSE.



Sterling Design Associates, llc
 CIVIL ENGINEERS, LANDSCAPE ARCHITECTS
 2009 W. Lakeside Blvd. 2008
 Suite 1000 Dallas, TX 75241
 www.sterlingdesign.com
 PREPARED UNDER THE DIRECT SUPERVISION OF
 REGISTERED PROFESSIONAL ENGINEER
 TEXAS LICENSE NO. 2328
 REGISTERED LANDSCAPE ARCHITECT
 TEXAS LICENSE NO. 14882

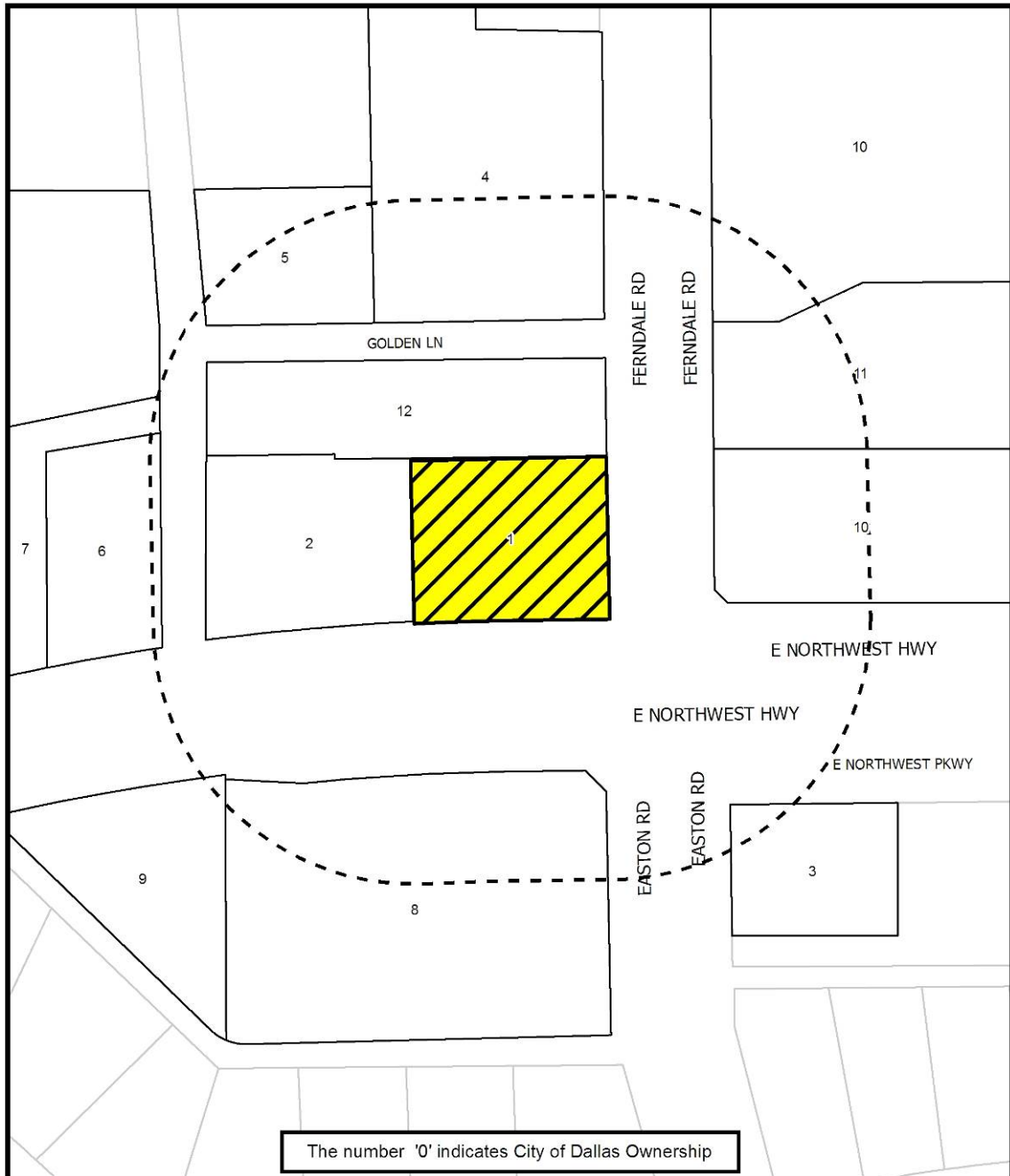
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STARBUCKS DRIVE-THRU
 6111 E. NORTHWEST HWY
 DALLAS, TX 75260
 STARBUCKS COFFEE COMPANY
 2401 UTAH AVENUE SOUTH
 SEATTLE, WA 98134
 (206) 318-1575

LANDSCAPE PLAN

L101

311T-9012



 1:1,200	NOTIFICATION		Case no: BDA156-058
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">200'</div> AREA OF NOTIFICATION <div style="border: 1px solid black; padding: 2px; display: inline-block;">12</div> NUMBER OF PROPERTY OWNERS NOTIFIED		Date: 5/13/2016

Notification List of Property Owners

BDA156-058

12 Property Owners Notified

<i>Label #</i>	<i>Address</i>	<i>Owner</i>
1	10141 E NORTHWEST HWY	TCG FERNDALÉ/NW INVESTORS LLC
2	10121 E NORTHWEST HWY	10121 E NW HWY LTD PS
3	10200 E NORTHWEST HWY	COLLINS SUSAN
4	8535 FERNDALÉ RD	GRACEHILL COMMUNITY
5	8533 FERNDALÉ RD	8533 FERNDALÉ LLC
6	10109 E NORTHWEST HWY	THOMPSON ROBERT J TRUSTEE
7	10105 E NORTHWEST HWY	BAKER ROBERT B & NANCY J
8	10140 E NORTHWEST HWY	TOOT TOOT LTD
9	10116 E NORTHWEST HWY	COLLINS SUSAN
10	10203 E NORTHWEST HWY	SAND CANYON PTRS
11	8530 FERNDALÉ RD	WESTDALÉ NORTHLAKE LTD
12	8529 FERNDALÉ RD	WILLINGHAM W W III ET AL