

Applicants request a Special Exception under Section 2.16.050 K (15 Years or More) in an R-3 (Residential) zone.

This would allow an existing addition to the house which is located to within 0 feet of the rear property line and to within 0 feet of the easterly side property line.

The required front and rear yard cumulative setback total in the R-3 zone district is 50 feet; and, the required interior side yard setback is 5 feet.

BACKGROUND

The applicant, Carlos Ibarbo, purchased the house on June 25, 1991 (see Assumption Deed). He states that the carport (porch) was existing when he purchased the house. The Google Earth aerial photo dated March 2, 1991, shows the roof of the carport structure existing then (22 years ago), as it exists today, approximately 4 months prior to the applicant's purchase of the property. A site visit shows that the addition is being used as an outdoor living area.

CALCULATIONS

Required front and rear yard setback total = 50'

Requested front and rear yard cumulative setback = 25'

Required side yard setback = 5'

Requested easterly side yard setback = 0' (from rear line of house to rear property line only)

STAFF RECOMMENDATION.

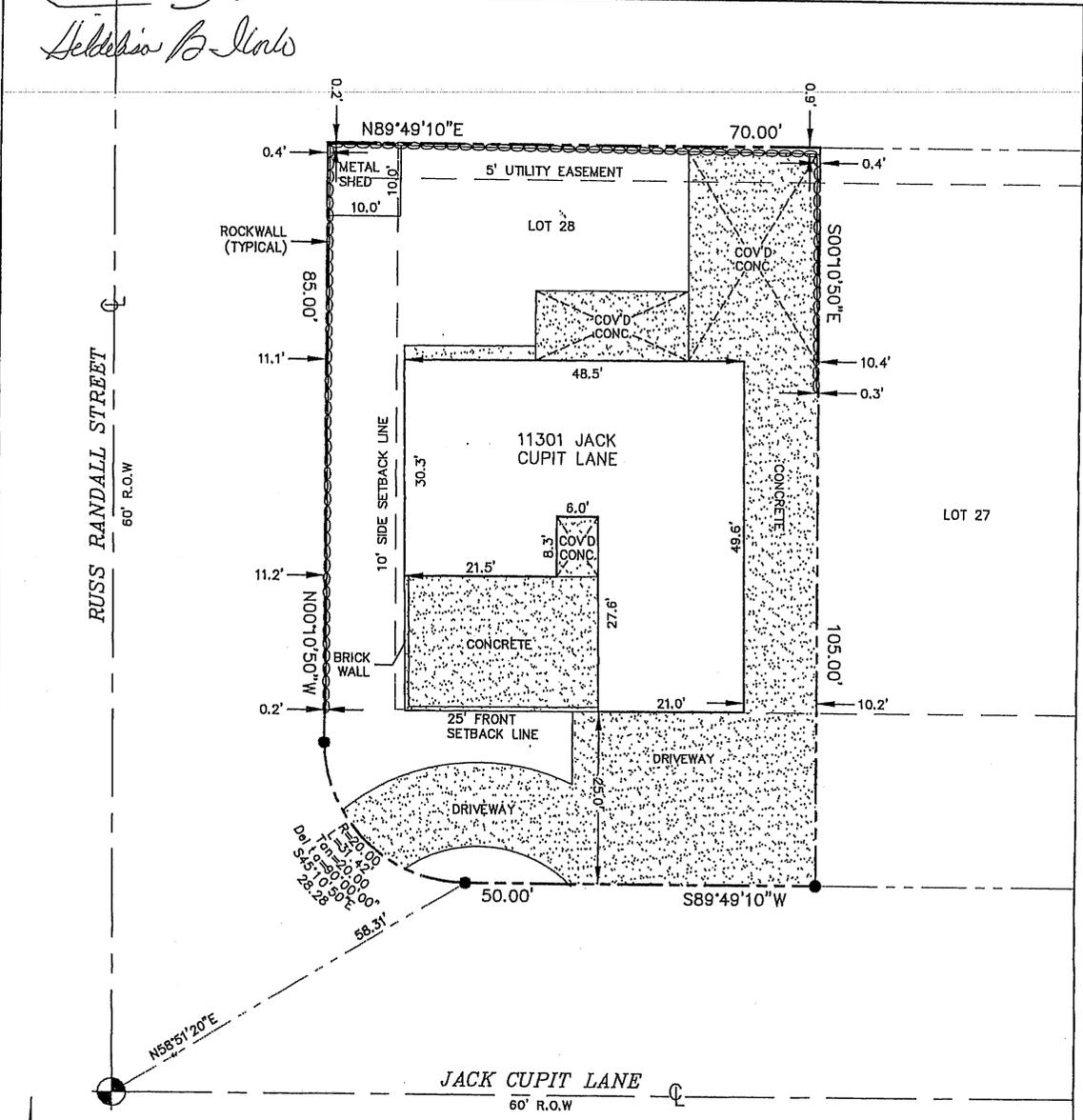
Staff recommends approval of the request for the special exception with CONDITIONS: (1) that due to the detached structure (the addition) being connected to the residence, one hour fire rated materials shall be required at the fascia, the soffit and at the first 5 feet of the ceiling closest to the side property line; (2) that the roof of the addition shall not overhang, nor shed water over, the side property line; and, (3) that the addition shall never be enclosed.

The Zoning Board of Adjustment is empowered under Section 2.16.050 K to:

"Permit the encroachment into the required yard setbacks for structures; provided, however, that the applicant can prove the following conditions:

1. The encroachment into the required yard setback has been in existence for more than fifteen years;
2. Neither the applicant nor the current property owner is responsible for the construction of the encroachment;
3. Neither the applicant nor the current property owner owned the property at the time the encroaching structure was constructed or built;
4. The encroachment, if into the required front yard setback, does not exceed fifty percent of the required front yard setback; and
5. The encroachment does not violate any other provision of the El Paso City Code."

Carlos Jimenez
Held via B-Stats



CITY MONUMENT



SCALE 1"=20'

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CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS MADE ON THE GROUND AND, UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN HEREON.

CARLOS M. JIMENEZ
 R.P.L.S. No. 3950

JOB # 71600 DATE: 07-20-07 FIELD: AE OFFICE: SM 71600ET:\SABINO\2007\
 LOCATED IN ZONE c PANEL # 480214-0046-B DATED 10-15-82
 RECORDED IN VOLUME 47 PAGE 31,31A , PLAT RECORDS, EL PASO COUNTY, TX

11301 JACK CUPIT LANE
 LOT 28, BLOCK 186
 VISTA DEL SOL UNIT THIRTY TWO
 CITY OF EL PASO, EL PASO COUNTY, TEXAS

CAD CONSULTING COMPANY
 1790 LEE TREVINO DRIVE SUITE 503
 EL PASO, TEXAS 79936
 (915) 633-6422

022126

2/990 MR

THE STATE OF TEXAS)
COUNTY OF EL PASO)

ASSUMPTION DEED

2320-1706

RAMONA L. JAEGER aka

KNOW ALL MEN BY THESE PRESENTS: That RAMONA L. HIPPE JAEGER, a feme sole, (hereinafter termed "Grantor") of the County of El Paso, State of Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to her in hand paid by CARLOS IBARBO, a single man, (hereinafter termed "Grantee") whose address is 11301 Jack Cupit Lane, El Paso, El Paso County, Texas 79936, the receipt of which is hereby acknowledged and confessed, and

1. The assumption by the Grantee herein and his agreement to pay the unpaid principal balance owing on one certain promissory note dated May 6, 1977, in the original principal sum of THIRTY-THREE THOUSAND FIVE HUNDRED AND NO/100THS (\$33,500.00), signed by CHARLES W. WHITE and LUZ C. WHITE, his wife, payable to the order of HOME MORTGAGE COMPANY OF EL PASO, bearing interest and being due and payable as therein set out, and containing the usual attorney's fee and acceleration of maturity clauses, said note being secured by the Vendor's lien retained in favor of HOME MORTGAGE COMPANY OF EL PASO, in Warranty Deed of even date thereof, of record in Book 785, Page 737, Official Public Records of Real Property, El Paso County, Texas, from EDMONSON'S SOUTHWESTERN HOMES, INC. to CHARLES W. WHITE and LUZ C. WHITE, and being further and additionally secured by Deed of Trust of even date therewith, of record in Book 785, Page 739, Official Public Records of Real Property, El Paso County, Texas, from the Grantors to WILLIAM G. SULLIVAN, Trustee for HOME MORTGAGE COMPANY OF EL PASO, which also requires a monthly deposit of one-twelfth of the annual taxes and insurance premiums on the hereinafter described property in addition to the principal and interest payments on said note, reference to said note, Warranty Deed, Deed of Trust being herein made for all the terms, conditions and provisions therein contained; AND
2. The further sum of TWENTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND 07/100TH DOLLARS (\$28,448.07), to be secured to be paid by the Grantee to Grantor, according to the face and tenor, effect and reading, of one certain promissory note of even date herewith in the principal sum of TWENTY-EIGHT THOUSAND FOUR HUNDRED FORTY-EIGHT AND 07/100TH DOLLARS (\$28,448.07), signed by the Grantee herein, payable to the order of Grantor, with interest being due and payable as therein stipulated, and containing the usual attorney's fee and acceleration of maturity clauses, being secured by the Vendor's Lien retained herein in favor of Grantor, and further secured by Deed of Trust of even date herewith, reference to said note and Deed of Trust being herein made for all the terms, conditions and provisions therein contained;

have granted, sold and conveyed, and by these presents to grant, sell and convey unto the said Grantee, of the County of El Paso, State of Texas, all that certain tract or parcel of real estate, lying and being situate in the County of El Paso, State of Texas,

described as follows, to-wit:

Lot 28, Block 186, VISTA DEL SOL "UNIT THIRTY-TWO", an Addition in the City Of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 47, Pages 31 and 31A, Plat Records in the Office of the County Clerk of El Paso County, Texas;

subject, however, to the following:

1. A five foot utility easement along the rear property line, including drainage rights of way and including easements for buried service wires, conduits and pipes for underground utilities and the right to ingress and egress for service and construction;
2. Protective covenants, as recorded in Volume 693, Page 453, Micro-film Records of El Paso County, Texas;
3. Reservation of 1/16 of all minerals except sulfur as a free royalty to the State of Texas and 1/8 of all sulfur and other substances from which sulfur may be derived or produced is reserved as a free royalty to the State, as recorded in Volume 1119, Page 346, Patent Records of El Paso County, Texas;
4. Zoning ordinances of the City of El Paso;
5. Ad valorem taxes for the current year, and thereafter;
6. Deeds of Trust of record in Book 952, Page 1145; Volume 1100, Page 545, and Volume 1185, Page 1492, Microfilm Records of El Paso County, Texas, given by various grantees to secure the assumption of the Note payable to Home Mortgage Company of El Paso.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said CARLOS IBARBO, his heirs and assigns forever, and RAMONA L. HIPPE JAEGER, does hereby bind herself, her heirs, assigns, executors and administrators to warrant and forever defend, all and singular the said premises unto the said CARLOS IBARBO, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained in favor of the Grantor against the above described property, premises and improvements until the above described note payable to Grantor and payable to the Home Mortgage Company of El Paso above described, and all interest thereon, is fully paid according to its face and tenor, effect and reading, when the deed shall become absolute.

Upon payment of the note herein assumed the holder thereof may release the liens securing same without the joinder in such release of the Grantor herein, and such release shall effectively release the lien retained herein in favor of the Grantor to secure payment of the same.

All trust funds heretofore deposited with HOME MORTGAGE COMPANY OF EL PASO, or its assigns, for payment of taxes and insurance premiums on said property, are hereby assigned to the Grantee herein.

EXECUTED at El Paso, Texas, this 25th day of June, 1991.

Ramona L. Jaeger

RAMONA L. JAEGER aka RAMONA L. HIPPE JAEGER

THE STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 25th day of June, 1991, by/RAMONA L. HIPPE JAEGER.
RAMONA L. JAEGER aka

Michael Riley
Notary Public in and for
The State of Texas



MICHAEL RILEY, Notary Public
in and for the State of Texas
My Commission Expires 7/3/93

2320-1709

022126

FILED FOR RECORD
IN THE OFFICE

51 JUN 1 PM 4 05

CLERK
COUNTY CLERK
EL PASO COUNTY, TEXAS
Chris Sandoz
DEPUTY

BY PROMISSOR HEREIN WHOCH FRESH
THE SALE, RENTAL OR USE OF THE
ASSIGNED REAL PROPERTY BECAUSE OF
COLOR OR RACE IS INVALID AND UNF
ENFORCEABLE UNDER FEDERAL LAW

BY _____ COUNTY OF EL PASO
I hereby certify that the instrument was filed on this
date and time stamped hereon by me and was duly
recorded in the volume and page of the Official Public
Records of Real Property of El Paso County, Texas.

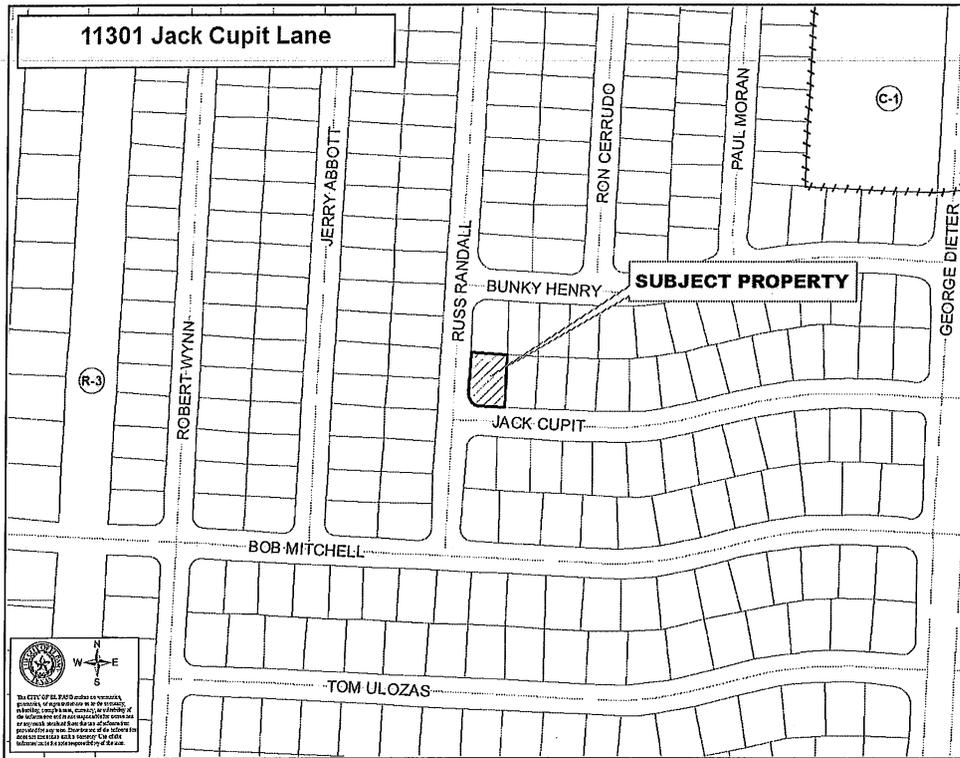
JUL 1 1991



HCS
CLERK El Paso County Texas

CHRIS I BARR
11301 Park View
El Paso TX 79934

ZONING MAP



NOTIFICATION MAP

