

Applicant requests a Special Exception under Section 2.16.050 K (15 years or more) in an R-4 (Residential) zone.

This would allow a 20'-1" by 13' addition located to within 7'-1" feet of the rear property line and to within zero feet of the side setback.

The required front and rear yard cumulative total setback is 45 feet in the R-4 zone district.

**BACKGROUND**

The applicant inherited the property and is requesting to keep structures in the rear yard that are located within 5' of the main structure and that are built to 0' of the side property line and to within 7' of the rear property line. The 12'1" x 25'2" structure located at the east side property line has been registered as legally nonconforming, existing in the 1956 aerial. The applicant is requesting to legalize a 20'1" x 13' addition to that structure; the 1996 aerial shows that the addition existed 16 years ago. The current owner is not responsible for building the encroaching structures.

**CALCULATIONS**

Required side yard setback = 5'

Required rear yard setback = 25.5'

Requested side yard setback = 0'

Requested rear yard setback = 7'

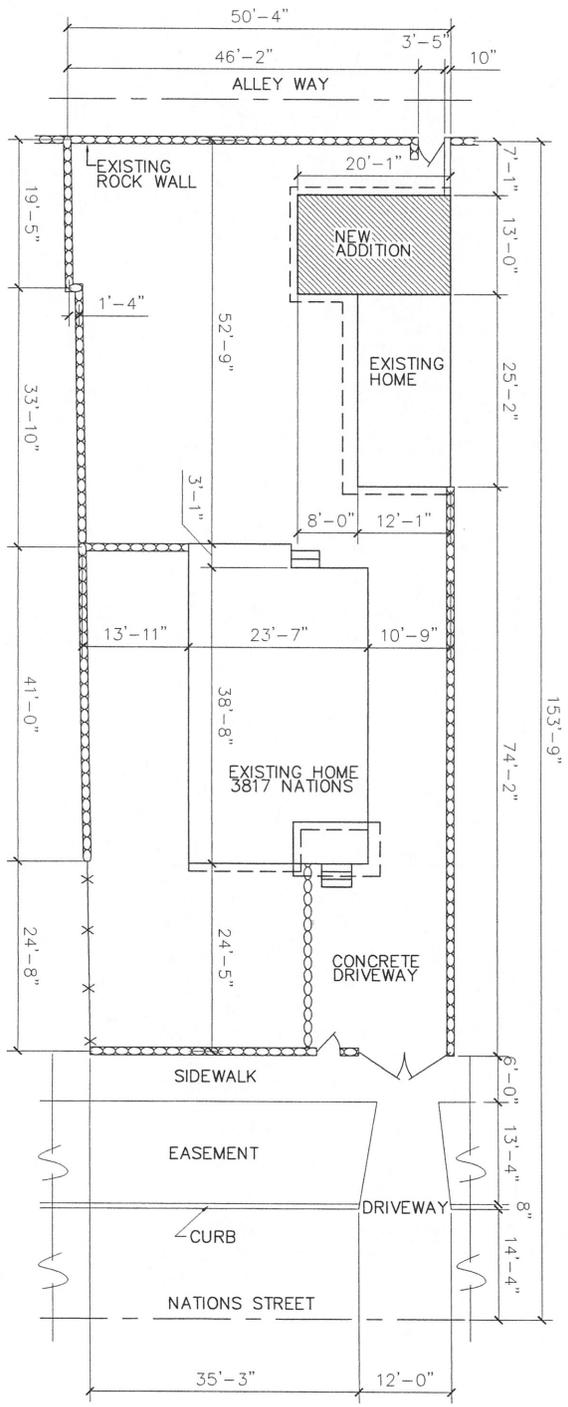
**STAFF RECOMMENDATION**

Staff recommendation is for approval of the request for the Special Exception, with a condition that the nonconforming structures shall not be used as a dwelling unit(s).

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; and,
2. Neither the applicant nor current property owner is responsible for the construction of the encroachment; and,
3. Neither the applicant nor the current property owner owned the property at the time the encroaching structure was constructed or built; and,
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."



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

*Legal Description  
78 Grandview 9/3/10*

PROJECT: BENJAMIN SANCHEZ ADDITION TO EXISTING DWELLING 3817 NATIONS EL PASO TX. 79930 SITE PLAN	DATE: 05-30-12 SCALE: 1/16"=1'-0" CHECK BY: APPROVED BY: DRAWN BY: B. M.	SHEET 1	
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="font-size: x-small;">REVISION</th> </tr> <tr> <td style="text-align: center;">◇</td> </tr> </table>	REVISION	◇
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**Special Warranty Deed**

**Date:** JANUARY 23, 2012

**Grantor:** BENJAMIN SANCHEZ; and GINETE BOCANEGRA, administrator of the estate of ROMELIA SANCHEZ AN INCAPACITATED PERSON, deceased

**Grantor's Mailing Address:**

BENJAMIN SANCHEZ  
3817 NATIONS  
EL PASO County

GINETE BOCANEGRA  
10012 LOCKERBIE  
EL PASO County

**Grantee:** BENJAMIN SANCHEZ JR.

**Grantee's Mailing Address:**

BENJAMIN SANCHEZ JR.  
8901 EL DORADO DR.  
EL PASO County

**Consideration:**

TEN DOLLARS (\$10 DOLLARS) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

LOTS 9 AND 10, BLOCK 78, GRANDVIEW ADDITION TO THE CITY OF EL PASO EL PASO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF ON FILE IN BOOK 11, PAGE 60, PLAT RECORDS, EL PASO COUNTY, TEXAS

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

None

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION.

GRANTEE RELEASES GRANTOR FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, AND THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCT LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE OF THE PURCHASE CONTRACT THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. **THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVE.**

As part of the consideration for this deed, Grantor and Grantee agree that, as between Grantor and Grantee, the risk of liability or expense for environmental problems, even if arising from events before closing, is the sole responsibility of Grantee, regardless of whether the environmental problems were known or unknown at closing. Grantee indemnifies, holds harmless, and releases Grantor from liability for any latent defects and from any liability for environmental problems affecting the property, including liability under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Texas Solid Waste Disposal Act, or the Texas Water Code. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of Grantor's own negligence or the negligence of Grantor's representatives. Grantee indemnifies, holds harmless, and releases Grantor from any liability for environmental problems affecting the property arising as the result of theories of products liability and strict liability, or under new laws or changes to existing laws enacted after the effective date that would otherwise impose on Grantor in this type

of transaction new liabilities for environmental problems affecting the property.

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

This instrument was prepared based on information furnished by the parties, and no independent title search has been made.

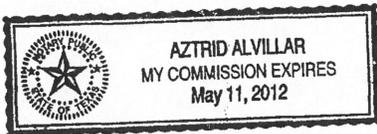
*Benjamin Sanchez*  
BENJAMIN SANCHEZ

*GINNETTE BOCANEGRA*  
GINNETTE BOCANEGRA, guardian of the estate  
of ROMELIA SANCHEZ, an incapacitated person

STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on  
January 24<sup>th</sup>, 2012, by BENJAMIN SANCHEZ.

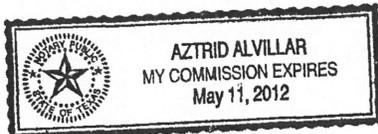


*Aztrid Alvillar*  
Notary Public, State of Texas  
My commission expires:  
May 11, 2012

STATE OF TEXAS )

COUNTY OF EL PASO )

This instrument was acknowledged before me on  
January 24<sup>th</sup>, 2012, by GINNETTE BOCANEGRA, as guardian of the estate of  
ROMELIA SANCHEZ, an incapacitated person.



*Aztrid Alvillar*  
Notary Public, State of Texas  
My commission expires:  
May 11, 2012

Doc# 20120011915  
#Pages 3 #NFPages 1  
2/16/2012 1:23:38 PM  
Filed & Recorded in  
Official Records of  
El Paso County  
Delia Briones  
County Clerk  
Fees \$24.00

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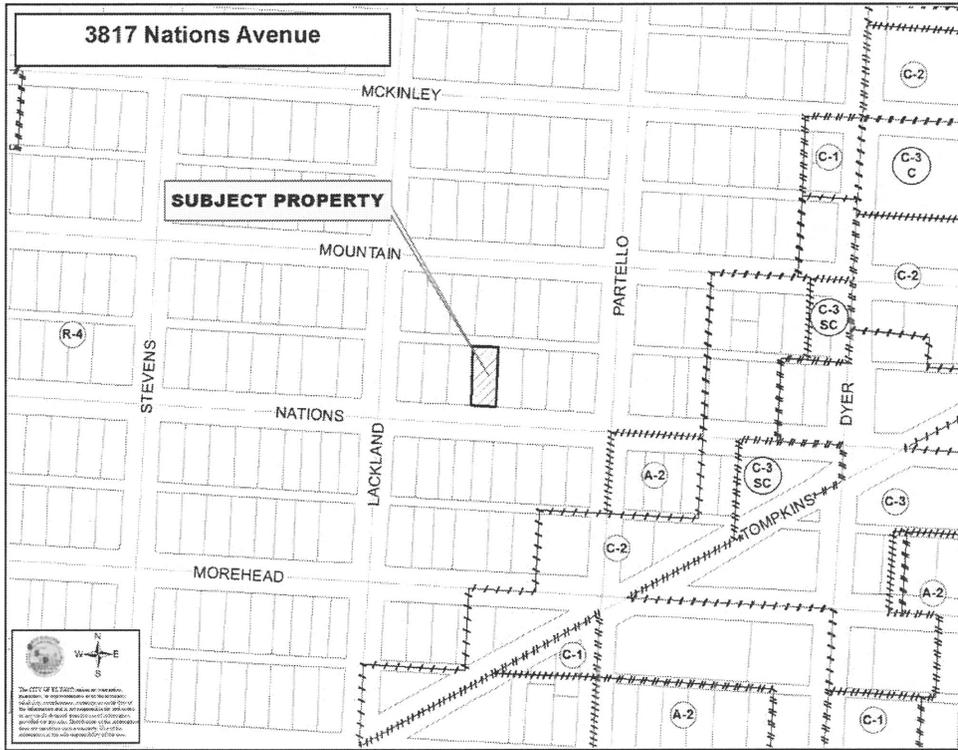
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded by document number in the Official Public Records of Real Property in El Paso County.



EL PASO COUNTY, TEXAS

*Delia Briones*

# ZONING MAP



# NOTIFICATION MAP

