

Applicant requests a Special Exception under Section 2.16.050 K (Side Street Yard Setback) in an R-3/sc (Residential/special contract) zone.

This would permit the existence of an addition located to within 5' of the side street property line.

The required side street yard setback is 10 feet in an R-3/sc zone.

BACKGROUND

The applicant received a building permit for an addition that encroaches 5' into the required side street yard setback. The encroachment was detected at the foundation inspection. The addition does not encroach into the required rear yard setback, nor does it encroach into the required front yard setback. The applicants have also received the written approval from the utility companies permitting construction over a 10' utility easement. The Engineering Department – Traffic Division has reviewed the plans and has found them to be acceptable. The applicant has a storage shed located in the side street yard setback. The storage shed will need to be relocated into the rear yard.

CALCULATIONS

Required side street yard setback = 10'

Requested side street yard setback = 5'

STAFF RECOMMENDATION

The Staff is recommending approval of the Special Exception F with the conditions that the applicant relocate or remove the storage shed located in the side street yard setback and that the applicant will not be permitted to request any additional requests for reductions in setbacks from the Zoning Board of Adjustment as per condition 2 of Section 2.16.050 F of the El Paso City Code.

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

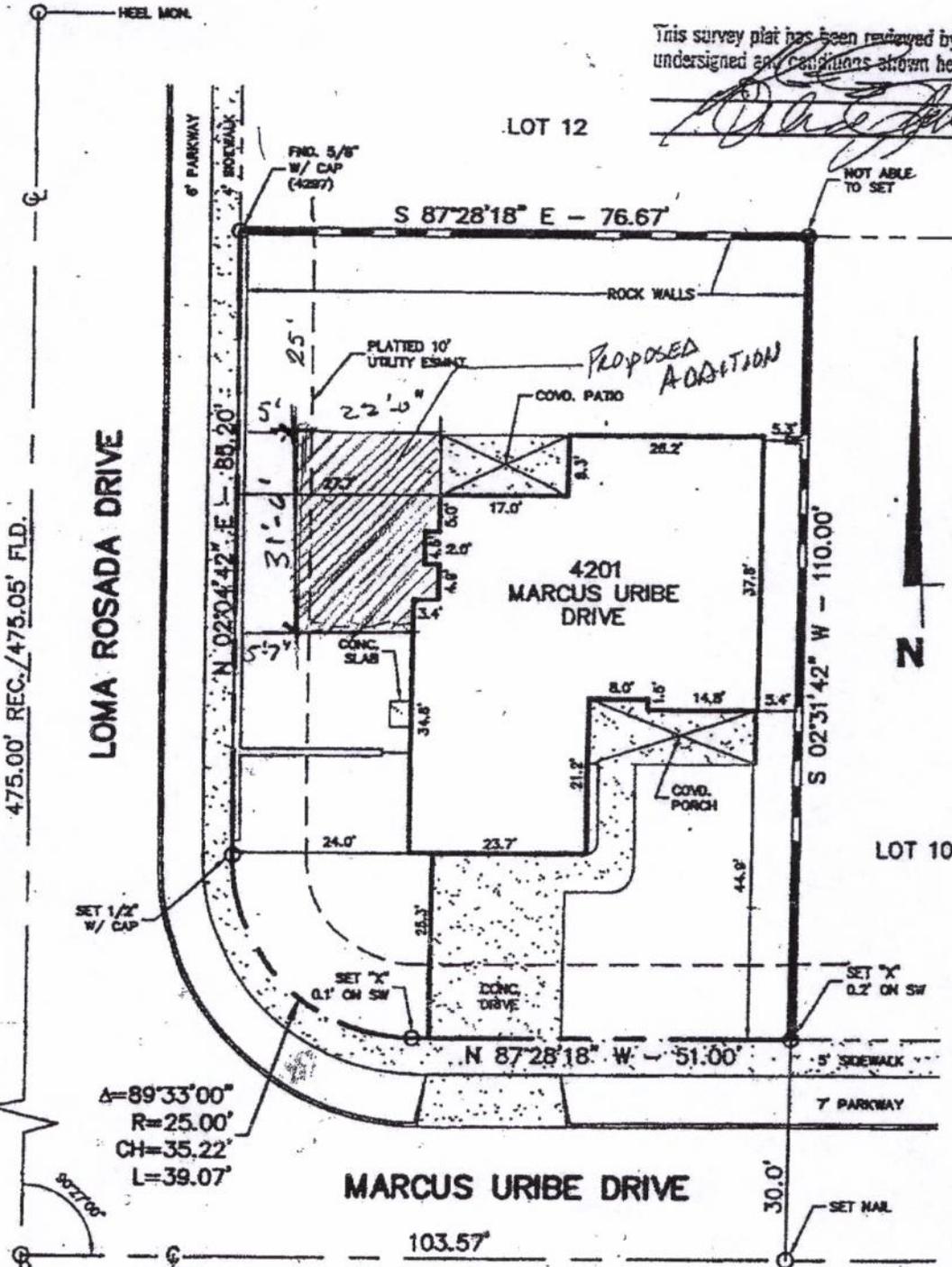
"Modify district side street yard requirements where the following conditions are met:

1. The proposed modification does not exceed fifty percent of the required side street yard requirement; and,
2. ***The minimum front and rear setbacks shall not be reduced; and,***
3. The zoning board of adjustment has received the written approval, based on traffic safety considerations, of the traffic engineer; and,
4. The proposed modification does not permit the creation of an additional dwelling unit; and,
5. The exceptions will be in harmony with the spirit and purposes of Titles 2 and 20, including the preservation of the essential character of the district in which is located the property for which the exception is sought; and,
6. The public convenience and welfare will be substantially served; and,
7. The use of neighboring property will not be substantially injured; and
8. Include any conditions and safeguards which the Board deems appropriate, such as site arrangement, landscaping and hours of operation."

This survey plat has been reviewed by the undersigned and conditions shown hereby noted

[Signature]

LOT 12



475.00' REC./475.05' FLD.

LOMA ROSADA DRIVE

4201 MARCUS URIBE DRIVE

LOT 10

MARCUS URIBE DRIVE

R35c
ZONING SECTION
7/2/09

CERTIFICATION

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND THAT THERE ARE NO ENCROACHMENTS EXCEPT AS SHOWN

[Signature]

STEPHEN EARL COBB TX4297 NM10472 AZ25068
JOHN P. GAMERTSFELDER TX4680



ATT, El Paso, Tx
11200 Pellicano Dr, Suite 216
El Paso, TX 79935

T: 915.595.5179
F: 915.595.5305
www.att.com

CONSENT TO ENCROACHMENT

AT&T, Southwestern Bell Telephone Company, AT&T Texas (hereinafter "AT&T") is the owner of a public utility easement located as follows:

Lot 11, Block 31
North Hills Unit Three
4201 Marcus Uribe Dr
El Paso, El Paso County, Texas

(hereinafter the "Easement")

Owner desires to encroach on the Easement as follows:

The encroachment along the western 10' utility easement that is parallel to Loma Posada Drive and perpendicular to Marcus Uribe Drive as described on survey dated 06/25/01 by Paso Del Norte Surveying and the diagram submitted for review by John Mimbela Jr.

FOR THE PURPOSE OF TITLE TRANSFER TO NEW OWNERS, AT&T IS PROVIDING THIS DOCUMENT AS A LETTER OF NON-OBJECTION AS PERTAINS TO ANY UTILITY EASEMENTS ON THE HERESIN DESCRIBED PROPERTY.

(hereinafter the "Encroachment")

AT&T hereby consents to the Encroachment upon the Easement so long as the Encroachment in no manner interferes with the Easement, and hereby grants a non-revocable permit for the Encroachment. However, AT&T does not waive or relinquish any rights held by it to operate, maintain, renew, construct, reconstruct, repair, add or remove telephone facilities that are now located, or may be located in the future within the Easement, nor any rights of ingress or egress thereto.



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As consideration for AT&T's granting this permission to retain the Encroachment on the Easement, subject to the aforesaid rights of AT&T, the Owner agrees as follows:

1. At least two(2) working days prior to any work is being performed on the Encroachment, Owner shall request AT&T to mark location of its facilities within the Easement.
2. If it is determined by AT&T that the Encroachment is interfering within the Easement and the Owner has not corrected the cause of the interference within sixty (60) days of receipt of notice from AT&T requiring the same, AT&T may cause the work to be done at Owner's expense and shall not be liable for any damage caused hereby.
3. The Owner, on behalf of itself and future owners of said property agrees to hold AT&T harmless from and against any and all claims for personal injuries or death or damages to property including property of AT&T when such injuries, death or damages directly or indirectly arise out of existence, construction, maintenance, repair, condition, use or presence of the Encroachment upon the Easement. AT&T shall not be responsible for any damages to the Encroachment.

The conditions and agreements contained herein are covenants running with the land shall be binding and inure to the benefit of the heirs, representatives, successors and assigns of AT&T and the Owner.

Dated this 28th day of July, 2008

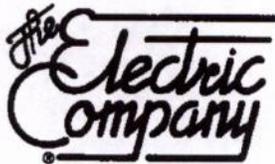
OWNER:

AT&T

By 

Francisco Vacio
Manager - Engineering (Design)

For its RIGHT OF WAY AGENT



El Paso Electric

P.O. Box 982
El Paso, Texas
79960-0982
(915) 543-5711

July 24, 2008

John Mimbela, Jr.
4201 Marcus Uribe
El Paso, TX 79934

Dear Mr. Mimbela:

**LOT 11, BLOCK 31, NORTH HILLS UNIT THREE
EL PASO, TEXAS**

Your recent request for a Letter of Non-Objection for a planned encroachment located on a dedicated utility easement, on land described as a portion of Lot 11, Block 31, North Hills Unit Three, has been approved.

The planned structural encroachment does not interfere with our present or planned future use of this particular easement as is shown on the attached print. However El Paso Electric Company may enforce its right to use the easement in the future.

Sincerely;

A handwritten signature in black ink that reads "William C. Eggleston".

William C. Eggleston SR/WA
Principle Right of Way Specialist



TEXAS GAS SERVICE

A DIVISION OF ONEOK

July 23, 2008

John Mimbela Jr.
4201 Marcus Uribe
El Paso, Texas 79930

RE: 4201 Marcus Uribe Drive, Lot 11, Block 31, North Hills Unit Three, City of El Paso, El Paso County, Texas.

Dear Mr. Mimbela:

Texas Gas Service has no facilities within the utility easement in the above-mentioned property and therefore offers no objection to the existing encroachment.

Should you have any questions or require further information, please feel free to call me at 680-7242.

Regards,

Claudia Villanueva
Engineering Department

4700 Pollard Street • El Paso, TX 79930-6806

P.O. Box 31458 • El Paso, TX 79931-0458

(915) 680-7200

www.texasgasservice.com



July 23, 2008

Mr. John Mimbela, Jr.
4201 Marcus Uribe Drive
El Paso, Texas 79934

RE: 4201 Marcus Uribe Drive, Lot 11, Block 31, North Hills Unit Three

Dear Mr. Mimbela:

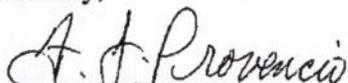
Our engineering department has reviewed the survey for the above referenced property showing the proposed utility easement encroachment to the side of the property.

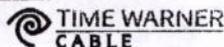
A check has been made for easements and El Paso Water Utilities service lines on your property and finds no objection to the construction of a game room.

The water and sewer lines are on the street and pose no problems for maintenance or repairs.

If you have any further questions, please call me at 594-5642.

Sincerely,


Francisco J. Provencio
Right-of-Way Agent



ENCROACHMENT AGREEMENT

7010 Airport Rd. El Paso, TX 79906
Tel. 915-772-1123 Fax 915-771-6195

AGENT FOR PROPERTY OWNER:
John Mimbela Jr
4201 Marcus Uribe Dr
El Paso, TX 79934

LEGAL DESCRIPTION:
4201 Marcus Uribe Dr
Lot 11, Block 31,
North Hills Unit Three
El Paso, El Paso County, TX

As agreed in the conversation between your agent and our engineer, we are writing to you regarding the encroachment of an existing structure on the utility easement on the property shown on the attached Certificate of Survey.

TIME WARNER CABLE hereby consents to the present encroachment of the existing structure upon the aforementioned easement, however, the cable company does not waive or relinquish any rights held by it to operate, maintain, renew, construct, reconstruct, repair, add or remove cable lines, conduit or other cable facilities that are now located, or may be located in the future on said easement.

As consideration for the cable company granting this permission to retain said structure on said easement, subject to the aforesaid rights of the future owners (heirs, successors and assigns) of property, to hold the cable company harmless for any and all claims for personal injuries or damages to property when such injuries or damages, directly or indirectly, arise out of existence, construction, maintenance, repair, condition, use or presence of said structure upon said easement. TIME WARNER CABLE shall not be responsible for any damages to said structure or to property therein, located on said utility easement.

DEBBIE BRAINARD, SR. DIR. EL PASO
TIME WARNER CABLE -

Consented to this _____ day of _____ 20 _____ -

State of Texas, County of El Paso

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____ by _____.

NOTARY PUBLIC _____

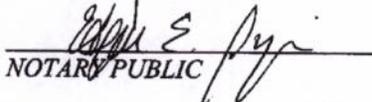
My Commission Expires _____

PROPERTY OWNER(S)

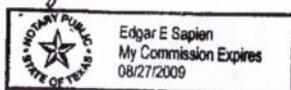
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State of Texas, County of El Paso

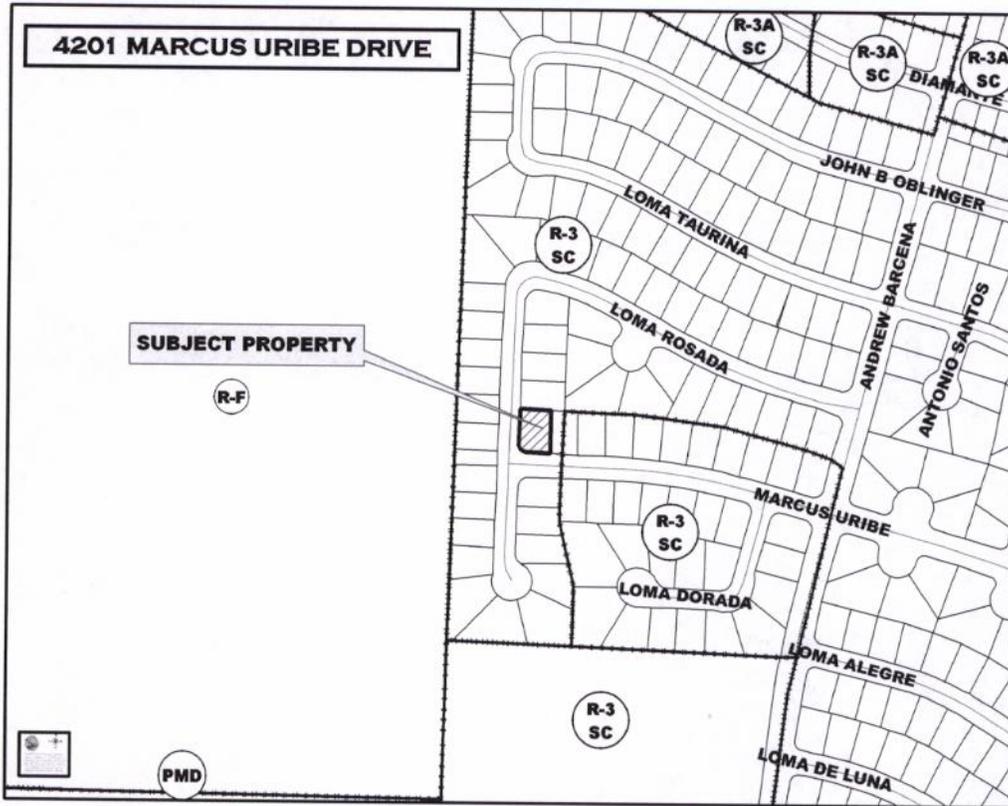
The foregoing instrument was acknowledged before me this 22nd day of July, 20 08 by John Mimbela, Jr.


NOTARY PUBLIC

My Commission Expires August 27 2009



ZONING MAP



NOTIFICATION MAP

