

Applicant requests a Special Exception under Section 2.16.050 K (Carport over a Driveway) in an R-3A/sc (Residential/special contract) zone.

The request is for a 21'6" by 20' carport that is proposed to encroach in the front yard setback and to be located to within 0' of the front property line.

The required cumulative front and rear yard setback total is 45 feet in the R-3A/sc zone district.

BACKGROUND

The applicant is requesting a special exception for a carport that is proposed to be located to within 0' of the front property line, with materials and design to match the house. The roof is proposed to be no higher than the roof of the existing house. There is a 10' utility easement at the front property line; the applicant has obtained letters from the utility companies allowing him to build over the easement. The electric company required him to revise his plan in order to keep the carport 10 feet from their utility box located in the easement. The Engineering Department, Construction Management Division, has reviewed the plans and will submit written approval of the structural drawings.

CALCULATIONS

Permitted carport area = 419 sq. ft. (2,095 sq. ft. first floor area ÷ 5)

Carport area proposed to encroach in front yard setback = 310.50 sq. ft. (21.5' x 17', less 55 sq. ft.)

Required front yard setback = 17'

Requested front yard setback = 0'

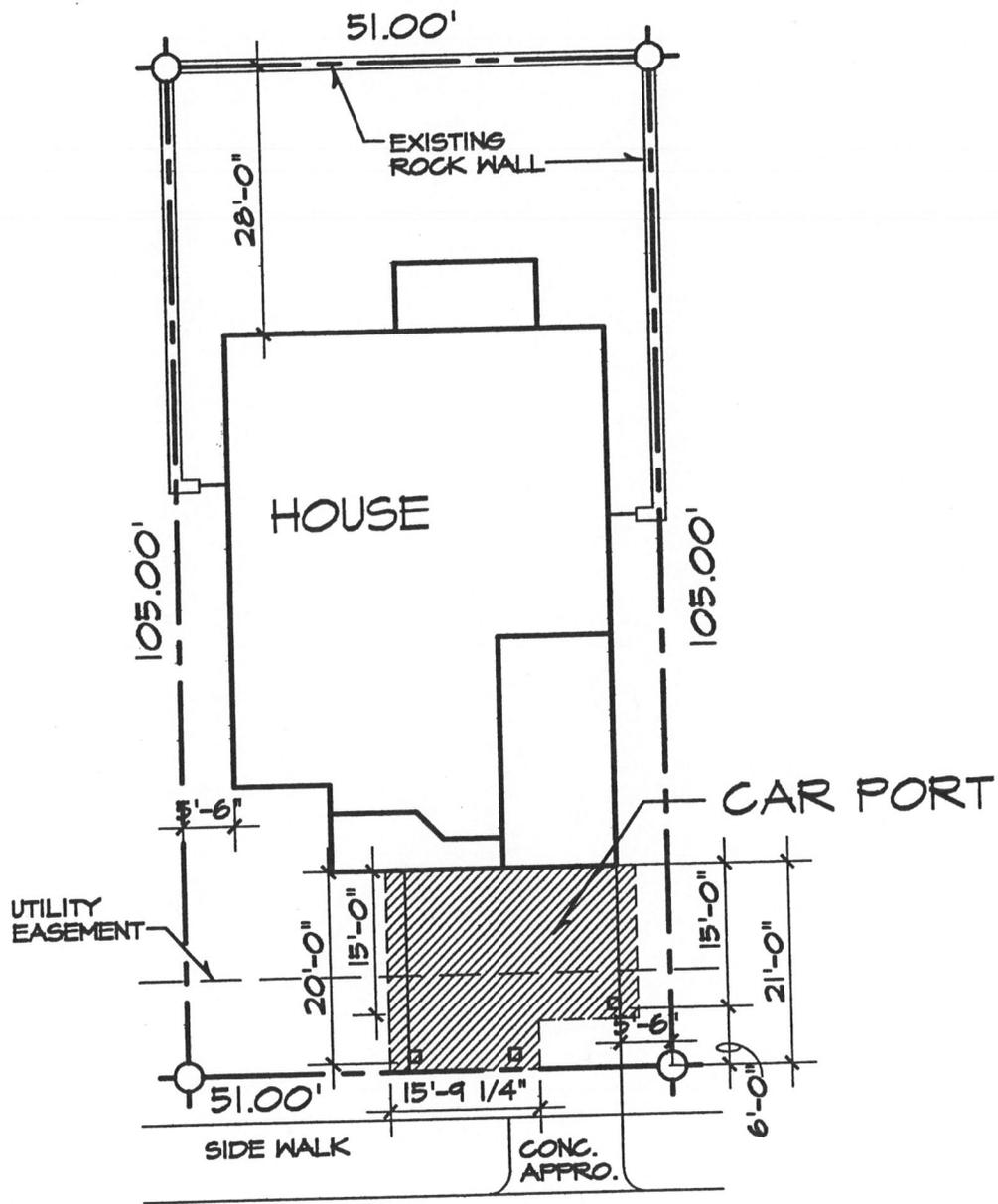
STAFF RECOMMENDATION

Staff recommends approval of the request for the Special Exception, with the condition that no portion of the carport shall encroach over public right-of-way.

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

"Permit the encroachment into the required front yard setback for a lot in a residential (R) district beyond other allowed modifications for a carport covering a driveway; provided, however, that:

1. The residence has been in existence and owner occupied for one continuous year, and has a valid certificate of occupancy; and,
2. The zoning board of adjustment has received the written approval of the structural design from the building permits and inspection division of the development services department; and,
3. The carport shall be constructed of the same material, architectural design, and color scheme as the residential structure, open on three sides, and attached to the main structure; and,
4. The area of the carport shall not exceed one-fifth of the first-floor area of the dwelling, nor shall the carport rise above the highest point of the roof of the dwelling; and,
5. Elevation drawings of the proposed structure shall be submitted; and,
6. For a duplex, the total of all extensions granted shall not exceed one-third the average width of the site, and the total of all extensions for either unit of the duplex shall not exceed two-thirds of the average width of that unit; and,
7. Unless otherwise provided in this chapter, all remaining areas of the required front yard shall be permanent open space; and,
8. There is no other reasonable alternative to provide a carport in the front yard of the subject property without exceeding the encroachments allowed in Title 20 of this code; and,
9. The extension shall not permit the creation of an additional dwelling unit nor shall it constitute an extension of the living area of the dwelling."



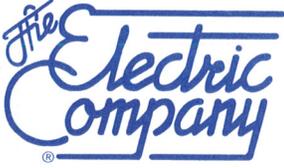
11673 SPENCER DR.

SITE PLAN

SCALE: 1" = 20'

LEGAL DESCRIPTION

LOT 28, BLOCK 72
 VISTA HILLS #23
 CITY OF EL PASO, EL PASO
 COUNTY, TEXAS



El Paso Electric

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

September 17, 2010

Gonzalo Acosta
11673 Spencer Street
El Paso, Texas 79936

Dear Mr. Acosta:

**11673 SPENCE STREET
EL PASO COUNTY, TEXAS**

Your recent request for a Letter of Non-Objection for encroachment located on a dedicated utility easement, on the land described as a portion of Lot 28, Block 72, Vista Hills #25, El Paso County, Texas **has been approved.**

At present, this particular encroachment does not interfere with our use of the easement. In consideration for our allowance of the encroachment, El Paso Electric Company must be held harmless from any claims or demands, which may result from the existence of the encroachment on the easement. It is, and will be, the property owner's responsibility to see that no part of the improvements or any equipment on the improvements violates any safety clearances.

To activate the Letter of Non-Objection the owner must execute the attached Indemnity Agreement, including the print, have it recorded at his/her expense and furnish a copy to El Paso Electric Company.

Sincerely;

A handwritten signature in blue ink that reads "Gloria Franco".

Gloria Franco, SRWA, R/W-NAC
Senior Right of Way Specialist

Enclosures



July 20, 2010

Gonzalo Acosta
11673 Spencer Drive
El Paso, Texas 79936

RE: Encroachment of Utility Easement @ 11673 Spencer Drive, Lot 28, Block 72, Vista Hills #23, City of El Paso, El Paso County, Texas.

Dear Mr. Acosta:

Texas Gas Service has no main line facilities within the utility easement in the above-mentioned property and therefore offers no objection to said construction of the proposed car port.

Should you have any questions or require further information, please feel free to call me at (915) 680-7242.

Regards,

Claudia Y. Villanueva
Engineering Department



P.O. BOX 511
EL PASO, TX 79961-0001
PHONE: 915-594-5500
FAX: 915-594-5574

July 7, 2010

Mr. Gonzalo Acosta
11673 Spencer Drive
El Paso, Texas 79936

RE: 11673 Spencer Drive-encroachment of 10 ft Utility Easement

Dear Mr. *Acosta*

The El Paso Water Utilities (EPWU) submits this letter in response to your request for permission to construct a carport within the 10-ft wide utility easement. The plan that you submitted includes the legal description for subject property as Lot 28, Block 72, Vista Hills #23, City of El Paso, El Paso County, Texas and shows the 10-ft wide utility easement as located immediately north and adjacent to Spencer Drive's northern right of way.

The EPWU operates and maintain 8-inch diameter water and sanitary sewer mains along Spencer Drive. EPWU records do not depict water and sanitary sewer mains within the 10-foot wide utility easement. The EPWU does not object to the proposed encroachment.

Sincerely,

A handwritten signature in blue ink, appearing to read "Felipe Lopez, Jr.", is written over the word "Sincerely,".

Felipe Lopez, Jr., P. E.
Utility Engineering Division Manager
Engineering Services

Cc: Daniel Avila, PE, Chief Technical Officer

CONSENT TO ENCROACHMENT

THE SOUTHWESTERN BELL TELEPHONE COMPANY
(hereinafter "Southwestern Bell") is the owner of a public utility easement located as follow:

11673 SPENCER DR
LOT 28 BLOCK 72
VISTA HILLS UNIT 23
CITY OF EL PASO
EL PASO COUNTY, TEXAS

(hereinafter the "Easement")
(There are no facilities within said encroachment)

Owner desires to encroach on the Easement as follows:

**FOR THE PURPOSE OF TITLE TRANSFER TO NEW OWNERS,
SOUTHWESTERN BELL TELEPHONE IS PROVIDING THIS DOCUMENT AS A
LETTER OF NON-OBJECTION AS PERTAINS TO ANY EASEMENTS.**

(hereinafter the "Encroachment")

Southwestern Bell hereby consents to the Encroachment upon the Easement so long as the Encroachment is no manner interferes with the Easement, and hereby grants a non-revocable permit for the Encroachment. However, Southwestern Bell 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.

As consideration for Southwestern Bell's granting this permission to retain the Encroachment on the Easement, subject to the aforesaid rights of Southwestern Bell, 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 Southwestern Bell to mark location of its facilities within the Easement.
2. If it is determined by Southwestern Bell 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 Southwestern Bell requiring the same, Southwestern Bell 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

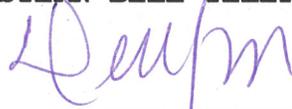
said property agrees to hold Southwestern Bell harmless from and against any and all claims for personal injuries or death or damages to property including property of Southwestern Bell when such injuries, death or damages directly or indirectly arise out of existence, construction, maintenance, repair, condition, use or presence of the Encroachment upon the Easement. Southwestern Bell 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 Southwestern Bell and the Owner.

Dated this 27TH day of September, 2010

OWNER:

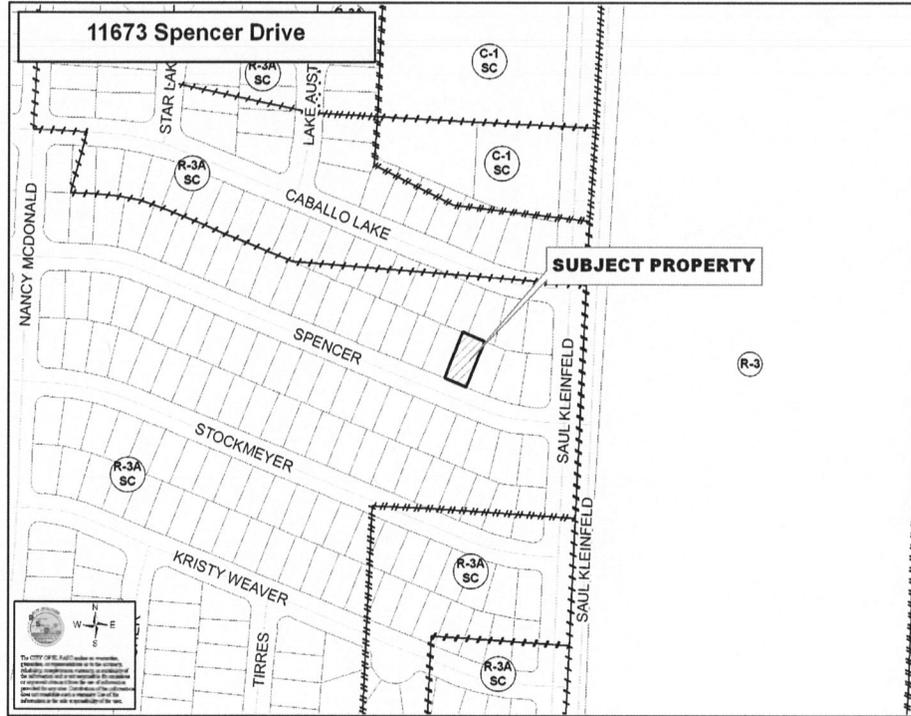
SOUTHWESTERN BELL TELEPHONE COMPANY



By _____ MGR-ENGINEERING (DESIGN)

For its RIGHT OF WAY AGENT

ZONING MAP



NOTIFICATION MAP

