

PZBA12-00043 1731 Myrtle Avenue Ronald L. and Ronnie S. Vandagriff
Applicants request a Special Exception under Section 2.16.050 K (15 years or more)
in an M-1 (Manufacturing) zone.

This would allow existing structures located to 0 feet of the side street and rear property lines.

In the M-1 zone district, the required side street yard setback is 10 feet and the required rear yard setback is 10 feet.

BACKGROUND

The owners are selling this property and requesting to legalize its current condition with portions of structures built to 0' of the side street property line and to 0' of the rear property line. The owners purchased the property in 1997 (see enclosed warranty deed). The 1996 aerial (16 years ago) shows the property existing then as it exists today. The portion of the structure built to 0' of the front property line has been registered as legally nonconforming, existing in the 1956 aerial.

CALCULATIONS

Requested side street yard setback = 0'
Requested rear yard setback = 0'
Required side street yard setback = 10'
Required rear yard setback = 10'

STAFF RECOMMENDATION

Staff recommendation is for approval as the request meets the requirements of the Special Exception K.

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 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 does not violate any other provision of the El Paso City Code."

146236 DP

DOC# 97075327

SPECIAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF EL PASO

§

That TEXAS COMMERCE BANK NATIONAL ASSOCIATION (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid and caused to be paid in the manner hereinafter stated by RONALD L. VANDAGRIFF and wife, RONNIE S. VANDAGRIFF (hereinafter referred to as "Grantee," whether one or more), the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee, whose address is P. O. Box 1133 Santa Anna, N.M. 87008, all of the real property described on Exhibit A hereto attached and hereby made a part hereof, together with all improvements thereon situated (collectively, the "Property").

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, subject to the matters set forth on Exhibit B attached hereto (collectively, the "Existing Encumbrances") to the extent (but no further) that same are valid and subsisting as of the date hereof and affect title to the Property; and Grantor does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the Property, unto Grantee, and Grantee's heirs, legal representatives, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under Grantor, but not otherwise.

This conveyance is made and accepted subject to the exceptions, covenants, conditions, reservations and easements, and all oil, gas and mineral conveyances and leases of record, if any, in effect and shown of record in the county clerk's office where the Property, or any part thereof, is located, and rights of parties in possession, if any, and any other of the Permitted Exceptions, as provided and defined in the Earnest Money Contract.

THE PROPERTY IS BEING CONVEYED "AS IS" "WHERE IS," WITH ALL FAULTS AND GRANTOR, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, MAKE NO WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ITS CONDITION. NO WARRANTY OF MATERIALS, WORKMANSHIP OR APPLIANCES HAS BEEN MADE OR IS EXPRESSED OR IMPLIED BY THIS DEED. GRANTOR, ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS AND CONTRACTORS, EXPRESSLY DISCLAIM ANY WARRANTY OF HABITABILITY, GOOD AND WORKMANLIKE CONSTRUCTION, SUITABILITY, DESIGN OR FITNESS FOR A PARTICULAR PURPOSE AND EXPRESSLY DISCLAIM ANY WARRANTY AS TO THE

ENVIRONMENTAL CONDITION OF THE PROPERTY AND THE PRESENCE OF OR CONTAMINATION BY HAZARDOUS MATERIALS. GRANTEE ACKNOWLEDGES THAT GRANTOR ACQUIRED TITLE TO THE PROPERTY BY FORECLOSURE, DEED IN LIEU THEREOF, OR OTHER REALIZATION OF ITS SECURITY INTEREST IN THE PROPERTY. GRANTEE FURTHER ACKNOWLEDGES THAT GRANTOR HAS NOT OCCUPIED THE PROPERTY AND THEREFORE, UNBEKNOWNST TO GRANTOR, THE PROPERTY MAY CONTAIN DEFECTS OR MAY BE IN NEED OF REPAIR. GRANTEE IS NOT RELYING ON ANY REPRESENTATIONS MADE BY GRANTOR OR GRANTOR'S OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, ATTORNEYS OR CONTRACTORS. GRANTEE EXPRESSLY WAIVES, TO THE EXTENT ALLOWED BY LAW, ANY CLAIMS UNDER FEDERAL, STATE OR OTHER LAW THAT GRANTEE MIGHT OTHERWISE HAVE AGAINST GRANTOR RELATING TO THE CONDITION OF THE PROPERTY.

The consideration hereinabove recited includes the express promise of Grantee to pay to BANK OF THE WEST (the "Lender") the sum of ONE HUNDRED SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$165,000.00), with interest thereon, as evidenced by that certain promissory note (hereinafter called the "Note") of even date herewith, executed by Grantee, payable to the order of the Lender, in the principal sum of \$165,000.00, bearing interest at the rate as therein provided, principal and interest payable to the order of the Lender on the dates therein stated, the Note being secured, in addition to the vendor's lien herebelow retained, by a Deed of Trust of even date herewith upon and covering the Property executed by Grantee to Eric T. Hjalmsquist, Trustee for the benefit of the Lender.

To secure the payment of the Note, a vendor's lien and superior title are retained against the Property until the Note and all interest thereon is fully paid and satisfied according to its face, tenor, effect and reading, and Grantor, for value received from the Lender, as recited above, does hereby TRANSFER, ASSIGN, and SET OVER, without recourse, unto the Lender, its successors and assigns, said vendor's lien retained to secure the Note together with the superior title remaining in Grantor.

Ad valorem taxes and maintenance fees, if any, have been prorated between Grantor and Grantee as of the date hereof, and Grantee assumes the obligations to pay same as they become due and payable subsequent to the date hereof.

Done IN TESTIMONY WHEREOF, this instrument is executed effective as of the 12 day of Dec, 1997.

TEXAS COMMERCE BANK
NATIONAL ASSOCIATION

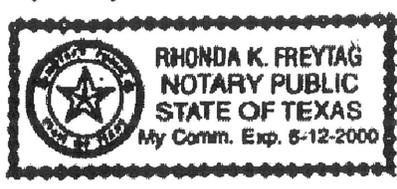
By: [Signature]
Name: JAMES B. HIBBERT
Title: SENIOR VICE PRESIDENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me this 11th day of Dec., 1997, by JAMES B. HIBBERT, SENIOR VICE PRESIDENT of TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association, on behalf of said association.

[Signature]
Notary Public in and for
the State of T E X A S

(SEAL)



Print Name: _____
My Commission Expires: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

Lots Eleven (11) through Twenty-two (22), inclusive, Block Sixty (60), COTTON ADDITION, an Addition to the City of El Paso, El Paso County, Texas.

EXHIBIT B

1. All matters shown on the survey dated December 5, 1997, prepared by Robert L. Pounds, R.P.L.S. No. 1976.

Doc# 97075327
Pages: 5
Date : 12-17-1997
Time : 03:29:15 P.M.
Filed & Recorded in
Official Records
of EL PASO County, TX.
HONORABLE HECTOR ENRIQUEZ, JR
COUNTY CLERK
Rec. \$ 17.00

ANY PROVISIONS HEREIN WHICH RESTRICTS THE SALE, RENTAL
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
AND THE CONSTITUTION OF THE STATE OF TEXAS.
I hereby certify that this instrument was filed on the date and time indicated
herein by me, and was duly recorded in the volume and page of this Official
Public Record of Real Property in El Paso County.

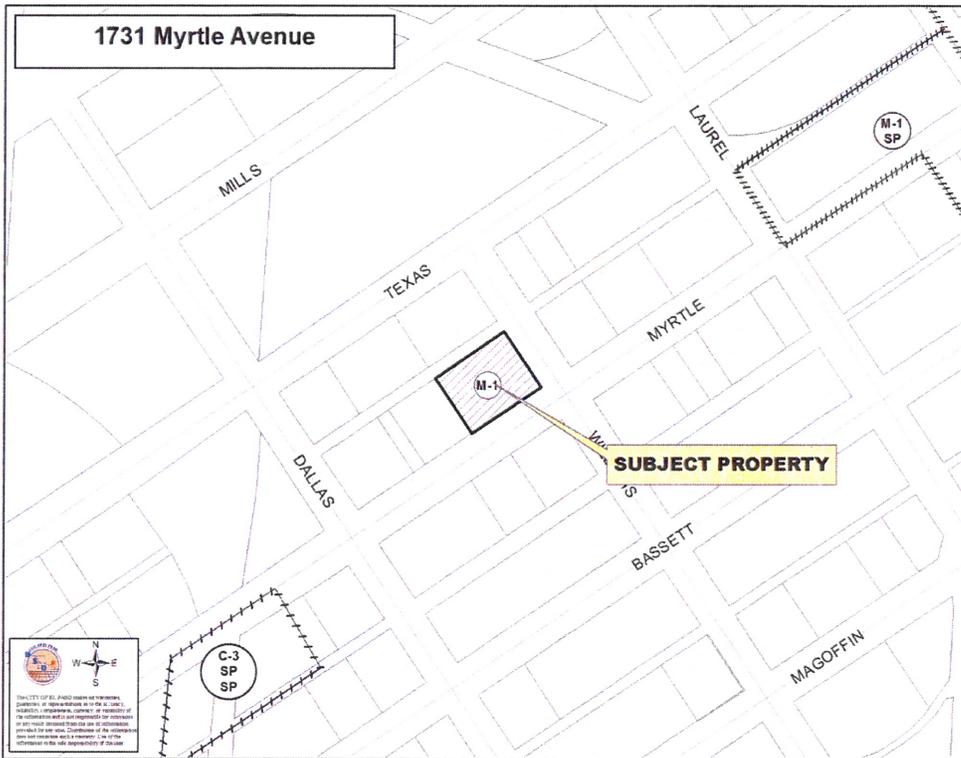
DEC 17 1997



EL PASO COUNTY, TEXAS

END OF
INSTRUMENT

ZONING MAP



NOTIFICATION MAP

