

CITY OF EL PASO, TEXAS
AGENDA ITEM DEPARTMENT HEAD'S SUMMARY FORM

DEPARTMENT: Planning and Inspections Department, Planning Division

AGENDA DATE: Introduction: March 20, 2018
Public Hearing: April 17, 2018

CONTACT PERSON/PHONE: Victor Morrison-Vega, (915) 212-1553, morrison-vegavx@elpasotexas.gov
Andrew Salloum, (915) 212-1603, salloumam@elpasotexas.gov

DISTRICT(S) AFFECTED: 5

SUBJECT:

An Ordinance changing the zoning of Lot 1, Block 166, Tierra Del Este Unit 48, 12798 Edgemere Boulevard, City of El Paso, El Paso County, Texas from C-1 (Commercial) to C-2 (Commercial). The penalty is as provided for in Chapter 20.24 of the El Paso City Code. Subject Property: 12798 Edgemere Boulevard. Property Owner: Dual Enterprises, LLC. PZRZ17-00031 (District 5) **THIS IS AN APPEAL CASE AND A 211 CASE.**

BACKGROUND / DISCUSSION:

On February 8, 2018, the CPC reviewed and recommended denial of the rezoning.

PRIOR COUNCIL ACTION:

There is no prior City Council action on this rezoning application.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

City Plan Commission (CPC) – Denial Recommendation (7-0)

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: *FOL* Victor Morrison-Vega
Planning and Inspection Department

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF LOT 1, BLOCK 166, TIERRA DEL ESTE UNIT 48, 12798 EDGEMERE BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO C-2 (COMMERCIAL). THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

Pursuant to Section 20.04.360 of the El Paso City Code, the zoning of Lot 1, Block 166, Tierra Del Este, 12798 Edgemere Boulevard, located in the City of El Paso, El Paso County, Texas, be changed from **C-1 (Commercial)** to **C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this ____ day of _____, 2018.

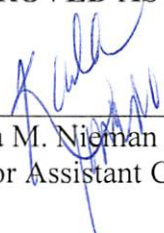
THE CITY OF EL PASO

Dee Margo, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Karla M. Nieman
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Victor Morrison-Vega,
Planning & Inspections Department

ORDINANCE NO. _____
18-1007-2131 | 761275
12798 Edgemere Blvd.
KMN

PZRZ17-00031 (ZONING)

MEMORANDUM

DATE: April 11, 2018 - **REVISED**

TO: The Honorable Mayor and City Council
Tommy Gonzalez, City Manager

FROM: Andrew Salloum, Senior Planner

SUBJECT: PZRZ17-00031

The City Plan Commission (CPC) on February 8, 2018, voted 7-0 to recommend **denial** of rezoning the subject property from C-1 (Commercial) to C-2 (Commercial).

The CPC found that the rezoning is not in conformance with Plan El Paso. The CPC also determined that the rezoning does not protect the best interest, health, safety and welfare of the public in general; that the proposed use is compatible with adjacent land uses; and, that the rezoning will have a negative effect on the natural environment, social economic conditions, and property values in the vicinity and the city as a whole.

Planning Division received five letters and a petition with 25 signatures in opposition and a petition with 100 signatures in support of the rezoning request, see attachment 6 and 7.

Two people attended the CPC hearing and spoke against the request.

Three people attended the CPC hearing and spoke in favor of the request.

This case is a 211 and will require a supermajority vote of City Council for approval of the rezoning and special permit request.

Property Owner: Dual Enterprises, LLC
Representative: **Ray Mancera**

Attachments:
CPC Statement
Appeal to the City Council
The 211 map
Staff Report

Salloum, Andrew M.

From: Tony Bonilla <tbonillatbonilla@gmail.com>
Sent: Monday, April 16, 2018 9:16 PM
To: Salloum, Andrew M.; ray@manceragroup.com
Subject: Rezoning & Special Permit 12798 Edgemere Cases PZRZ17-00031 & PZST17-00037

Dear Mr. Salloum,

This is to inform you that we have no objection to the rezoning to C-2 and the special permit for a ballroom at 12798 Edgemere.

You are welcome to contact me at your convenience by email or my cell. Thank you.

**Tony Bonilla (915) 704-6519 cell
Gisella Y. Bonilla
12801 Tierra Amanda Ln.
El Paso, Texas 79936**

ITEM #: PZRZ17-00031 & PZST17-00037

The City Plan Commission denied the application of rezoning and special permit request of these items for many obvious reasons at the 02/08/2018 meeting which is available to view by video via the El Paso City website. The proposed ballroom is approximately 100 feet from the nearest residential home and was never intended to occupy a business as such. No parking study was done by the applicant, it is understood that there are businesses in the shopping center that would be open and operating during the same business hours of the proposed ballroom and would interfere with the minimum parking requirement. Concerns include, trash left by patrons of the ballroom in parking spaces shared by business operators and no one to clean it up, including the 130 parking spaces in the center just west of the subject property, and the 8 shared parking spaces with the undeveloped property directly next to subject property dividing the 2. Outside patio noise and light pollution is obvious to those residential homes directly south of the subject property and along the neighborhood. The applicant mentioned purchasing the adjacent properties so if any future parking problems occurred they would be satisfied by that, this does not help to approve this item given the fact they already foresee parking problems within the center. There are multiple ballrooms in the area and did not see a need for one directly in the vicinity of residential homes, as mentioned, this property was never intended to facilitate a ballroom. Especially so close to residential homes. The applicant did not provide the list of 100 signatures in support but did mention that only 20 of the 100 persons that signed actually live in the area, advise to receive signatures and addresses. The safety of both patrons and neighborhood was also questioned by CPC and answered by applicant that they plan on hiring off duty officers for every event with no assurance or proof of.

Conrad Pickett

DUAL ENTERPRISES, LLC

12798 Edgemere Blvd., Suite F
El Paso, Texas 79938
(915) 922-7525

February 20, 2018

To: Honorable Mayor & City Council

Mayor Dee Margo

Peter Svarzbein, District 1

Alexandra Annello, District 2

Cassandra Hernandez-Brown, District 3

Sam Morgan, District 4

Michael R. Noe, District 5

Claudia Ordaz Perez, District 6

Henry Rivera, District 7

Cissy Lizarraga, District 8

RE: Cause No.: PZRZ17-00031 and PZST17-00037
Request to change zoning submitted to the City Plan Commission
Dual Enterprises, Inc.
12798 Edgemere Boulevard
Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

I write this letter to formally appeal the City Plan Commission (CPC) decision on February 8th, 2018. Dual Enterprises, LLC. is requesting to rezone from C1 to C2 with a special permit for a ballroom. Our intent is to offer an upscale affordable family oriented ballroom for the community. We believe all staff recommendation was ignored and not taken in consideration. In considering our appeal, we ask that you please keep in mind the following points.

- We have 105 parking spaces on our site which meets all City requirements. There will be no need for ballroom patrons to use parking spaces on the adjacent properties. Although we meet City requirement we are willing to purchase additional land next to us to relieve any neighbors concerns.
- The ballroom hours of operation will be from 8:00 p.m. to 2:00 a.m. which are not likely to conflict with the hours of operation of any nearby professionals, doctors, or daycare centers.
- Off-duty police officers and sheriff's deputies will be hired as security for all ballroom events which will insure against any neighborhood disturbance.
- We have on-site maintenance staff to clean up after each ballroom event and four (6 yard containers) serviced twice a week.
- The Patio Area is a Smoking Area and immediately behind it, there is a large 1.75 acre ponding reservoir not homes. The building is well insulated to minimize any possible "noise pollution".

CITY CLERK DEPT.
2018 FEB 21 PM3:34

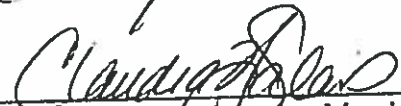
DUAL ENTERPRISES, LLC
12798 Edgemere Blvd., Suite F
El Paso, Texas 79938
(915) 922-7525

- The existing C-1 zoning for the property would permit a Nightclub, Bar and/or Cocktail Lounge which should be far more objectionable to our neighbors than the family oriented ballroom we plan to operate.
- The proposed zoning district is consistent with other C3 and C4 properties under a mile distance from our location. This project meets the neighborhood character and compatibility.
- With the far eastside growing rapidly there is demand and need for a ballroom. There is currently only one existing ballroom east of Joe Battle. The existing ballroom is not within city limits it is located in El Paso County. This gives the residents of the area no option and forces them to leave the neighborhood.

Dual Enterprises, LLC. is confident that this project was designed with all policy and zoning guidelines. We would be happy to discuss any of these points in greater detail if you wish. We respectfully request that City Council accepts this appeal letter and approves the rezoning and special permit application.



Joseph O'Leary (Managing Member)



Claudia Salais (Managing Member)

CITY CLERK DEPT.
2018 FEB 21 PM3:34

APPEAL TO THE CITY COUNCIL

DATE: 2/20/18

HONORABLE MAYOR AND CITY COUNCIL
CITY OF EL PASO, TEXAS

DEAR MAYOR AND COUNCIL:

After a public hearing held on February 8, 2018, the
City Plan Commission denied my request for
Rezone from C1 to C2 with a special
permit for a ballroom.

legally described as:

Lot 1, Block 1660, Tierra Del Este Unit 48, City of
El Paso, El Paso County, Texas.

I hereby request the City Council to review the decision of the _____

City Plan Commission AND CONSIDER MY REQUEST

SET OUT ABOVE. I AM ATTACHING A LETTER SETTING FORTH MY

REASONS FOR BELIEVING THEIR DECISION TO BE IN ERROR.

[Signature]
APPLICANT

12798 Edgemere Ste. E
ADDRESS El Paso, TX. 79938

(915) 922-7525
TELEPHONE NUMBER

Two (2) copies filed in City Clerk's Office on: _____

CITY CLERK DEPT.
2018 FEB 21 PM3:34

APPEAL TO THE CITY COUNCIL

DATE: 2/20/18

HONORABLE MAYOR AND CITY COUNCIL
CITY OF EL PASO, TEXAS

DEAR MAYOR AND COUNCIL:

After a public hearing held on February 8, 2018 the
City Plan Commission denied my request for
Rezone from C1 to C2 with a special
permit for a ballroom.

legally described as:

Lot 1, Block 1060, Tierra Del Este Unit 48, City of
El Paso, El Paso County, Texas

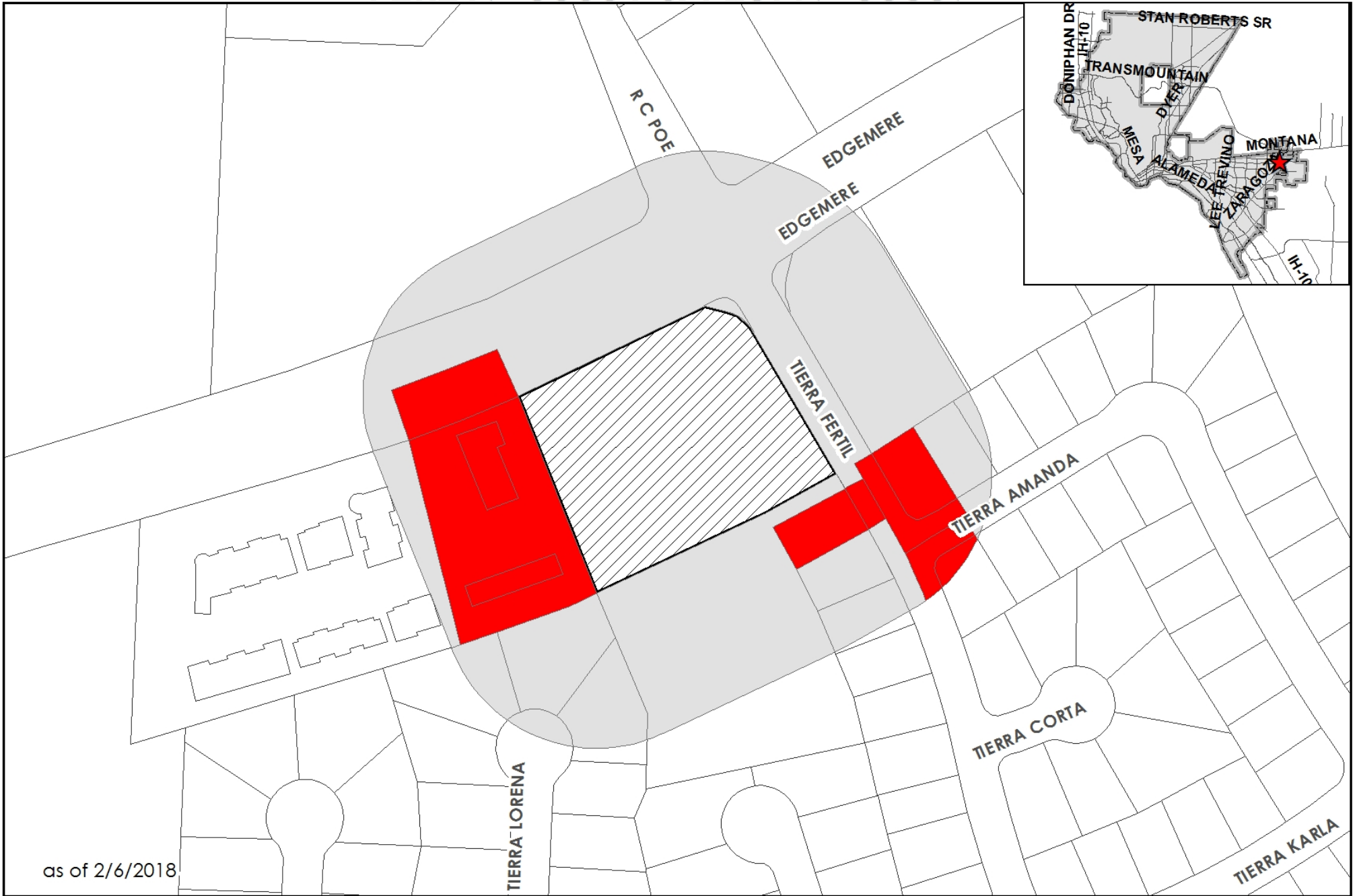
I hereby request the City Council to review the decision of the _____
City Plan Commission AND CONSIDER MY REQUEST

SET OUT ABOVE. I AM ATTACHING A LETTER SETTING FORTH MY
REASONS FOR BELIEVING THEIR DECISION TO BE IN ERROR.

[Signature]
APPLICANT
12798 Edgemere Ste F.
ADDRESS El Paso, TX. 79938
(915) 922-7525
TELEPHONE NUMBER

Two (2) copies filed in City Clerk's Office on: _____

PZRZ17-00031 & PZST17-00037



as of 2/6/2018

This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



8.26 TOTAL ACRES



OPPOSED
1.88 ACRES
22.8%



12798 Edgemere Boulevard

City of El Paso — Plan Commission — 2/8/2018 **(REVISED)**



PZRZ17-00031

Rezoning

STAFF CONTACT: Andrew Salloum, 915-212-1603, SalloumAM@elpasotexas.gov

OWNER: Dual Enterprises, LLC

APPLICANT: Joe O'Leary

REPRESENTATIVE: Sonia Barrandey

LOCATION: 12798 Edgemere Boulevard, District 5

LEGAL DESCRIPTION: Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso, El Paso County, Texas

EXISTING ZONING: C-1 (Commercial)

REQUEST: To rezone from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom with Special Permit approval.

RELATED APPLICATIONS: PZST17-00037, Special Permit

PUBLIC INPUT Planning received five letters and a petition with 25 signatures in opposition and a petition with 100 signatures in support of the rezoning request, see attachment 6 and 7; Notices sent to property owners within 300 feet on January 25, 2018.

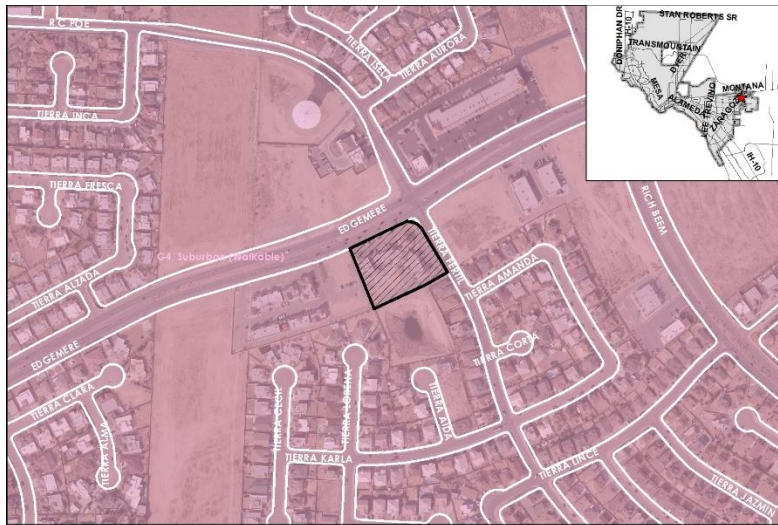
STAFF RECOMMENDATION: Approval (see pages 1—4 for basis for recommendation)

SUMMARY OF REQUEST: The applicant is requesting to rezone from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom with a special permit approval. The detailed site plan shows existing retail, restaurant, bar, future offices, and future ballroom. Access to the subject property is provided from Edgemere Boulevard and Tierra Fertil Drive.

SUMMARY OF RECOMMENDATION: The Planning Division recommends approval of rezoning the subject property from C-1 (Commercial) to C-2 (Commercial). The recommendation is based on compatibility with the surrounding properties zoned commercial district and uses within the area of the subject property, and in compliance with the Plan El Paso land use designation G-4, Suburban (Walkable) in the East Planning Area.



COMPLIANCE WITH PLAN EL PASO: The purpose of the application is to introduce a proposed ballroom within the G-4, Suburban (Walkable) land use designation.



RELATION OF PROPOSED CHANGE TO THE CITY'S COMP. PLAN

<p>CONSISTENCY WITH PLAN EL PASO</p> <p><u>G-4, Suburban (Walkable)</u></p> <p>This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.</p>	<p>DOES IT COMPLY?</p> <p>Yes, The purpose of this project is adding a missing ballroom and office to an established suburban neighborhood.</p>
<p>ZONING DISTRICT</p> <p>C-2 (Commercial)</p> <p>The zone district is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.</p>	<p>DOES IT COMPLY?</p> <p>Yes, a ballroom is a permitted use in C-2 with a special permit approvals and the applicant's use meets all the applicable dimensional standards.</p>
<p>POLICY</p> <p>Policy 2.2.2. "The design of new neighborhoods and additions to existing neighborhoods should strive for a mix of housing types to create neighborhoods that accommodate diverse ages and incomes and allow residents to trade up, downsize, or create multi-generational households without being forced to leave the neighborhood. Housing types include both small and large single-family detached homes, duplexes,</p>	<p>DOES IT COMPLY?</p> <p>Yes, the applicant is proposing a retail and ballroom within walking distance of an established residential neighborhood.</p>

townhouses, multi-family buildings, live-work units, and accessory dwelling units, and include both rental apartments and units that can be owned by their occupants."

SUITABILITY OF SITE FOR USES UNDER CURRENT ZONING: The parcel is 2.11 acres in size however the proposed ballroom is not allowed under the current C-1 (Commercial) zoning district.

SUITABILITY OF SITE FOR USES UNDER PROPOSED ZONING: The subject property is 2.11 acres in size and allows the proposed use under the proposed C-2 (Commercial) zoning with a special permit approval. The applicant's proposal meets all dimensional requirements of the C-2 (Commercial) district.

CONSISTENCY WITH INTENT AND PURPOSE OF THE ZONING ORDINANCE: The intent of the Zoning Ordinance is to protect the public health, safety, and general welfare; to regulate the use of land and buildings within zoning districts to ensure compatibility, and to protect property values. The intent of the C-2 (Commercial) District is to accommodate establishments providing goods or rendering services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the districts will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses. The proposed zoning and the proposed use meet the intent of the zoning ordinance.

ADEQUACY OF PUBLIC FACILITIES AND SERVICES: There are existing water and sewer mains along Edgemere Boulevard and Tierra Fertil Drive available for service. The applicant will need to coordinate with EPWater to continue providing services to the property.

EFFECT UPON THE NATURAL ENVIRONMENT: Subject property does not involve greenfield/ environmentally sensitive land or arroyo disturbance.

COMMENT FROM THE PUBLIC: The subject property falls within the boundary of the Las Tierras Neighborhood Association and Eastside Civic Association and was contacted as required by 20.04.520. Notice of a Public Hearing was mailed to all property owners within 300 feet of the subject property on January 25, 2018. Planning Division **five letters and a petition with 25 signatures in opposition and a petition with 100 signatures in support of the rezoning request, see attachment 6 and 7.**

STAFF COMMENTS: No objections to proposed rezoning. No reviewing departments had any negative comments. Applicant is responsible for obtaining all applicable permits and approvals prior to any construction or change in occupancy.

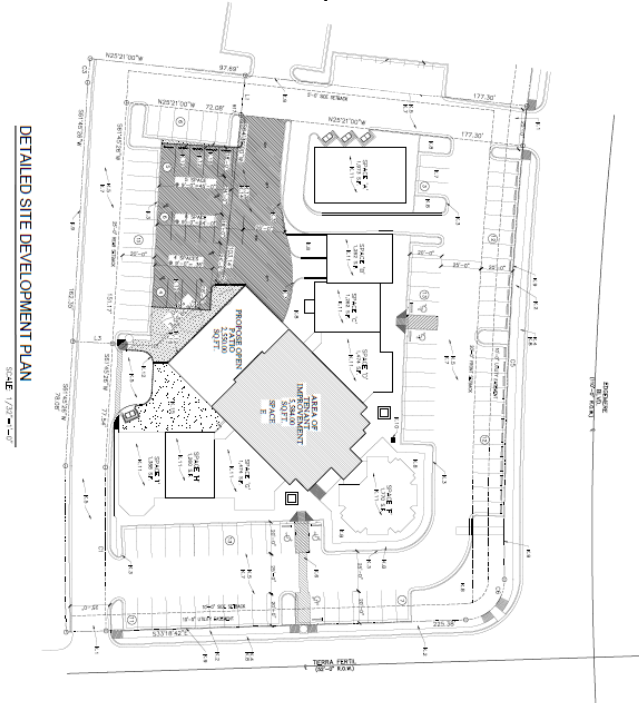
OTHER APPLICABLE FACTORS: Approval of the detailed site plan by the City Plan Commission constitutes a determination that the applicant is in compliance with the minimum provisions. Applicant is responsible for the adequacy of such plans, insuring that stormwater is in compliance with ordinances, codes, DSC, and DDM. Failure to comply may require the applicant to seek re-approval of the site plans from CPC.

ATTACHMENTS:

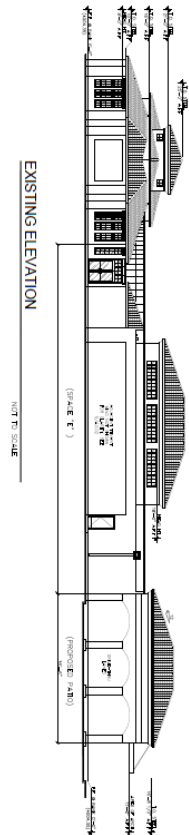
1. Detailed Site Development Plan
2. Zoning Map
3. Future Land Use Map
4. Department Comments
5. Public Notification Boundary Map
6. Five Letters and a petition with 25 signatures in Opposition
7. A petition with 100 signatures in Support

ATTACHMENT 1

Detailed Site Development Plan



DETAILED SITE DEVELOPMENT PLAN
SCALE: 1/8" = 1'-0"



EXISTING ELEVATION
SCALE: 1/8" = 1'-0"

KEYED NOTES

- 1.1 EXISTING CONCRETE
- 1.2 EXISTING CONCRETE
- 1.3 EXISTING CONCRETE
- 1.4 EXISTING CONCRETE
- 1.5 EXISTING CONCRETE
- 1.6 EXISTING CONCRETE
- 1.7 EXISTING CONCRETE
- 1.8 EXISTING CONCRETE
- 1.9 EXISTING CONCRETE
- 1.10 EXISTING CONCRETE
- 1.11 EXISTING CONCRETE
- 1.12 EXISTING CONCRETE
- 1.13 EXISTING CONCRETE
- 1.14 EXISTING CONCRETE
- 1.15 EXISTING CONCRETE
- 1.16 EXISTING CONCRETE
- 1.17 EXISTING CONCRETE
- 1.18 EXISTING CONCRETE
- 1.19 EXISTING CONCRETE
- 1.20 EXISTING CONCRETE
- 1.21 EXISTING CONCRETE
- 1.22 EXISTING CONCRETE
- 1.23 EXISTING CONCRETE
- 1.24 EXISTING CONCRETE
- 1.25 EXISTING CONCRETE
- 1.26 EXISTING CONCRETE
- 1.27 EXISTING CONCRETE
- 1.28 EXISTING CONCRETE
- 1.29 EXISTING CONCRETE
- 1.30 EXISTING CONCRETE
- 1.31 EXISTING CONCRETE
- 1.32 EXISTING CONCRETE
- 1.33 EXISTING CONCRETE
- 1.34 EXISTING CONCRETE
- 1.35 EXISTING CONCRETE
- 1.36 EXISTING CONCRETE
- 1.37 EXISTING CONCRETE
- 1.38 EXISTING CONCRETE
- 1.39 EXISTING CONCRETE
- 1.40 EXISTING CONCRETE
- 1.41 EXISTING CONCRETE
- 1.42 EXISTING CONCRETE
- 1.43 EXISTING CONCRETE
- 1.44 EXISTING CONCRETE
- 1.45 EXISTING CONCRETE
- 1.46 EXISTING CONCRETE
- 1.47 EXISTING CONCRETE
- 1.48 EXISTING CONCRETE
- 1.49 EXISTING CONCRETE
- 1.50 EXISTING CONCRETE
- 1.51 EXISTING CONCRETE
- 1.52 EXISTING CONCRETE
- 1.53 EXISTING CONCRETE
- 1.54 EXISTING CONCRETE
- 1.55 EXISTING CONCRETE
- 1.56 EXISTING CONCRETE
- 1.57 EXISTING CONCRETE
- 1.58 EXISTING CONCRETE
- 1.59 EXISTING CONCRETE
- 1.60 EXISTING CONCRETE
- 1.61 EXISTING CONCRETE
- 1.62 EXISTING CONCRETE
- 1.63 EXISTING CONCRETE
- 1.64 EXISTING CONCRETE
- 1.65 EXISTING CONCRETE
- 1.66 EXISTING CONCRETE
- 1.67 EXISTING CONCRETE
- 1.68 EXISTING CONCRETE
- 1.69 EXISTING CONCRETE
- 1.70 EXISTING CONCRETE
- 1.71 EXISTING CONCRETE
- 1.72 EXISTING CONCRETE
- 1.73 EXISTING CONCRETE
- 1.74 EXISTING CONCRETE
- 1.75 EXISTING CONCRETE
- 1.76 EXISTING CONCRETE
- 1.77 EXISTING CONCRETE
- 1.78 EXISTING CONCRETE
- 1.79 EXISTING CONCRETE
- 1.80 EXISTING CONCRETE
- 1.81 EXISTING CONCRETE
- 1.82 EXISTING CONCRETE
- 1.83 EXISTING CONCRETE
- 1.84 EXISTING CONCRETE
- 1.85 EXISTING CONCRETE
- 1.86 EXISTING CONCRETE
- 1.87 EXISTING CONCRETE
- 1.88 EXISTING CONCRETE
- 1.89 EXISTING CONCRETE
- 1.90 EXISTING CONCRETE
- 1.91 EXISTING CONCRETE
- 1.92 EXISTING CONCRETE
- 1.93 EXISTING CONCRETE
- 1.94 EXISTING CONCRETE
- 1.95 EXISTING CONCRETE
- 1.96 EXISTING CONCRETE
- 1.97 EXISTING CONCRETE
- 1.98 EXISTING CONCRETE
- 1.99 EXISTING CONCRETE
- 2.00 EXISTING CONCRETE

TENANT IMPROVEMENT BUILDING AREA

3,500 SQ. FT. OF TENANT IMPROVEMENT

EXISTING BUILDING AREA	11,700 SQ. FT.
TENANT IMPROVEMENT BUILDING AREA	3,500 SQ. FT.
TOTAL BUILDING AREA	15,200 SQ. FT.

PARKING CALCULATION

SPACE	REQUIRED	PROVIDED	DEFICIT	REMARKS
OFFICE	1,200	1,200	0	
RETAIL	1,200	1,200	0	
RESTAURANT	1,200	1,200	0	
TOTAL	3,600	3,600	0	

LEGAL DESCRIPTION

LOT 1, BLOCK 104, TRACT 104, EL PASO COUNTY, TEXAS

PROJECT ADDRESS

12798 EMBLEM BLVD., BUILDING F, EL PASO, TEXAS 79907

EXISTING ZONING: C-1

SETBACKS

FRONT: 20'
SIDE: 10'
REAR: 10'

PROPOSED REZONING: C-2

SETBACKS C-2

FRONT: 10'
SIDE: 10'
REAR: 10'

BUILDING SQUARE AREA:

15,200 SQ. FT.

LANDSCAPE CALCULATIONS:

1.00 AC. PLANTING

LEGEND

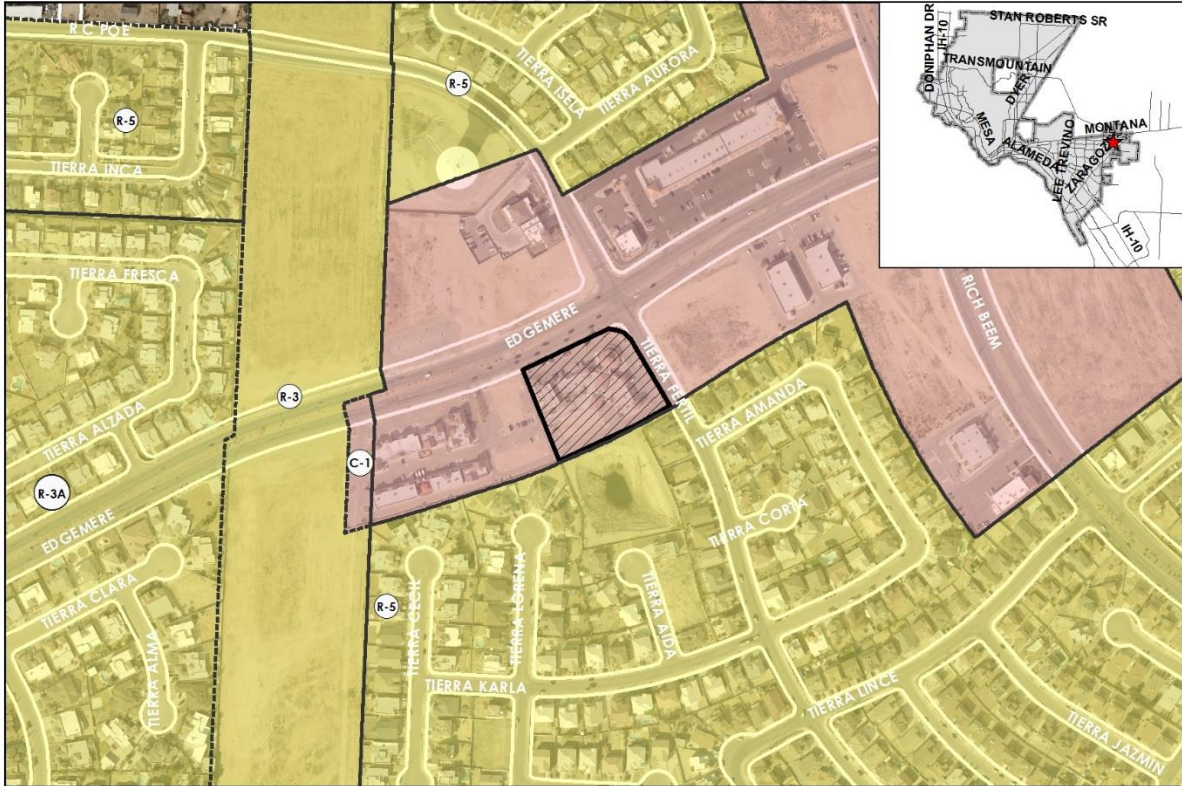
- LANDSCAPE
- ASPHALT CONC. DRIVE
- 4" H.C. CONC. DRIVE
- CONCRETE PAD
- NEW CONC. DRIVE
- NUMBER OF PARKING SPACES

<p>OWNER / PROPRIETOR : DUAL ENTERPRISES, LLC P.O. BOX 972808 EL PASO, TEXAS 79997 HOME : (915) 565-1428</p>	<p>AREA FRONTIER LAND ASSESSMENT 2,500 SQ. FT.</p>	<p>DETAILED SITE DEVELOPMENT PLAN</p>	<p>SPECIAL PERMIT FOR A BALLROOM FOR : GRAND GALA EVENTS LLC. 12798 EMBLEM BLVD., BUILDING F EL PASO COUNTY, TX</p>
<p>SABRANDY DESIGN 1401 W. 14TH STREET EL PASO, TEXAS 79907</p>	<p>ISSUE DATE: 12/28/2017</p>		

ATTACHMENT 2

Zoning Map

PZRZ17-00031 & PZST17-00037



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

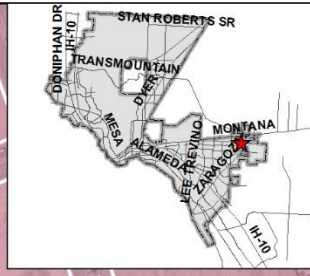
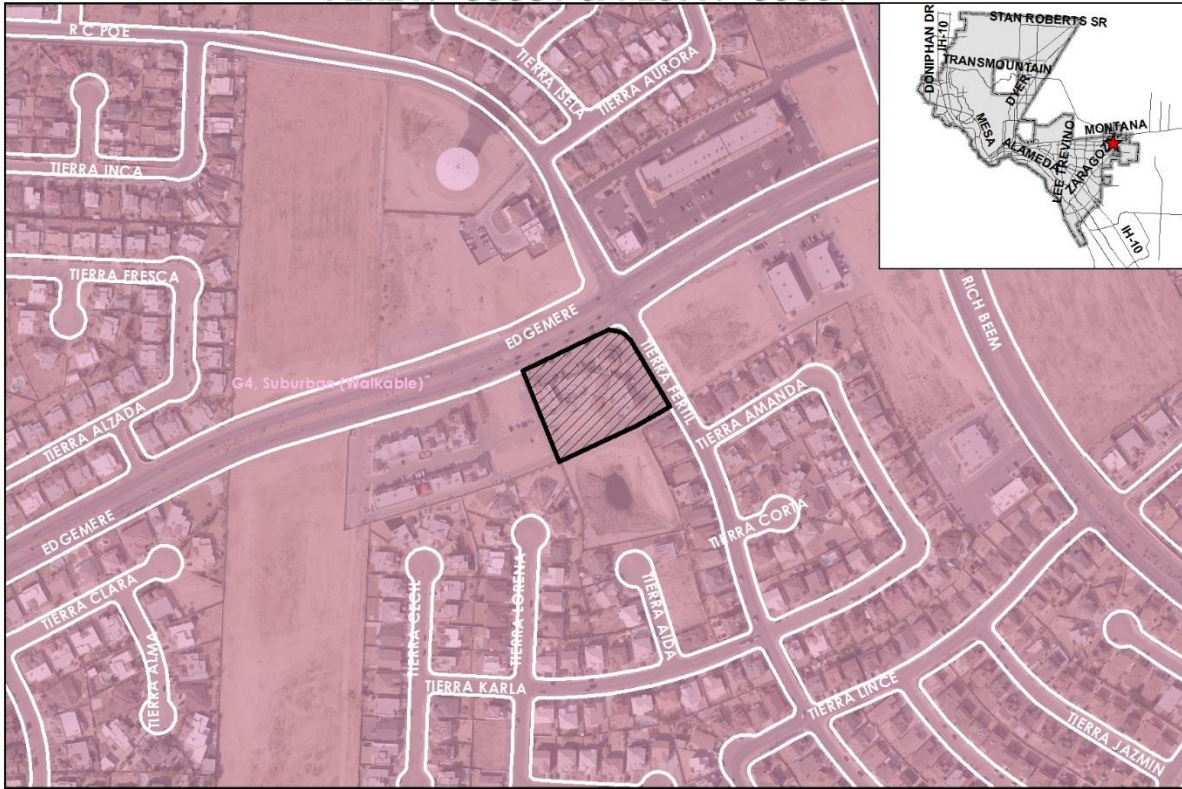
0 125 250 500 750 1,000 feet



ATTACHMENT 3

Future Land Use Map

PZRZ17-00031 & PZST17-00037



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



Subject Property



ATTACHMENT 4

Department Comments

Planning and Inspections Department - Planning Division

No objections to the special permit request.

Texas Department of Transportation

Development is not abutting State Right of Way.

Planning and Inspections Department – Plan Review & Landscaping Division

No objection to proposed special permit.

At the time of submittal for building permits, the project will need to comply with all applicable provisions of the IBC, Municipal Code, and TAS.

Planning and Inspections Department – Land Development

1. No objections to special permit and detailed site development plan review.
2. Approval of the site plans by CPC constitutes a determination that the applicant is in compliance with the minimum provisions. Applicant is responsible for the adequacy of such plans, insuring that storm-water is in compliance with ordinances, codes, DSC, and DDM. Failure to comply may require the applicant to seek re-approval of the site plans from CPC.

Fire Department

Recommended approval.

Sun Metro

Sun Metro does not oppose this request.

Sun Metro routes 51 and 75 provide service along Edgemere with a bus stop as well as a Park and Ride facility directly north of the subject parcel. Rotue 51 has a bus stop abutting the subject property.

Montana Brio will be providing service along Edgemere in late 2020. The Future Far-East Transfer Center will be located to the north of the subject property.

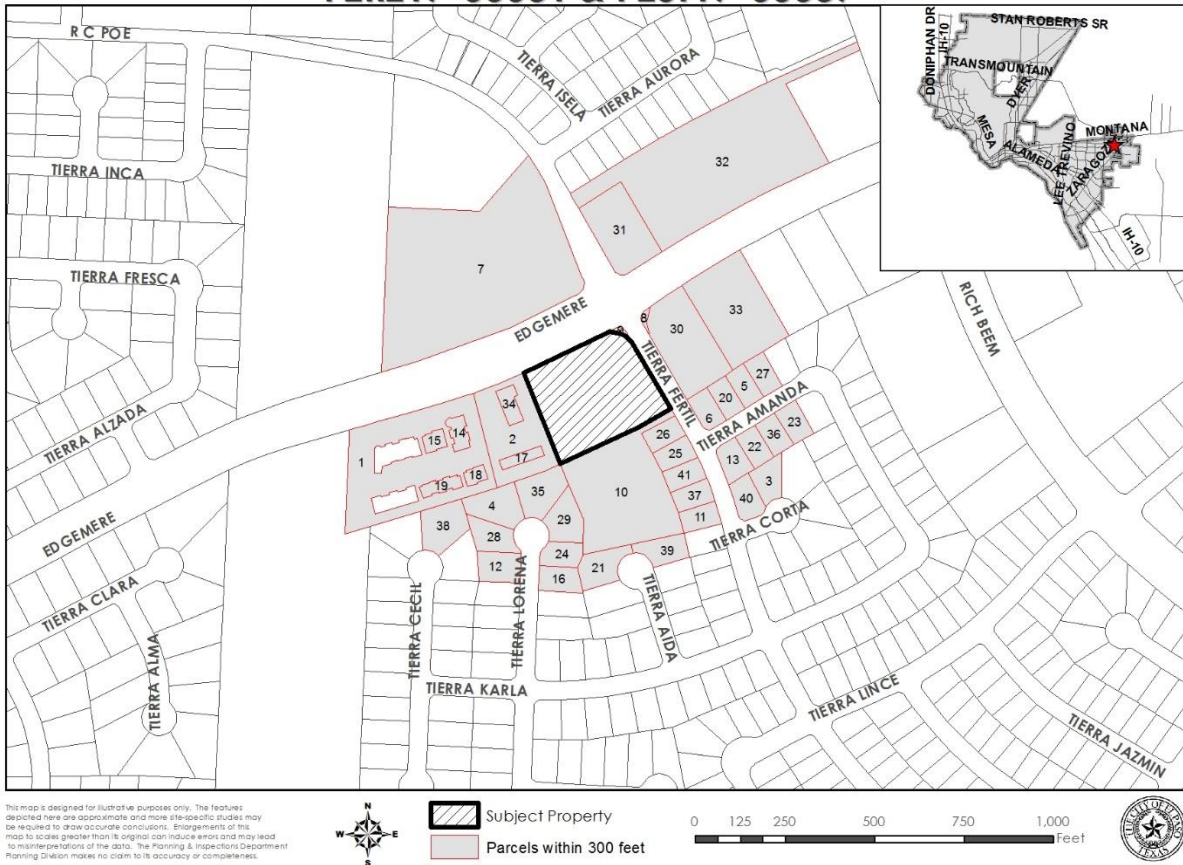
El Paso Water

No comments received.

ATTACHMENT 5

Public Notification Boundary Map

PZRZ17-00031 & PZST17-00037



ATTACHMENT 6

Five Letters and a petition with 25 signatures in Opposition

The John and Shelly Martin 2012 Dynasty Trust

NOTICE OF OBJECTION TO REQUEST TO CHANGE ZONING

Via E-mail - sallouman@elpasotexas.gov & Regular U.S. Mail

February 1, 2018

City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, Texas 79950-1890

Re: Case No.: PZRZ17-00031 and PZST17-00037
Request to change zoning submitted to the City Plan Commission
Applicant : Dual Enterprises, Inc.
Property : 12798 Edgemere Boulevard
Legal Description : Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

The John and Shelly Martin 2012 Dynasty Trust (the "2012 Trust") is the owner of a Portion of Lot 2, Block 166, Tierra Del Este Unit 48 and is situated contiguous (next) to the property to be considered for rezoning. Please consider this letter our official Notice of Objection to the Request to Change Zoning submitted by Dual Enterprises, Inc. The request is to change the zoning from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom with special permit approval. The applicant is also requesting a special permit in order to allow for a ballroom in C-2 (Commercial) zone district.

Allowing the change of zoning would adversely affect our property and those of our neighboring business owners and tenants. Specifically, the Reciprocal Easement Agreement filed of public record since 2008 (see attached Exhibit "A") would allow the anticipated patrons of a ballroom/party facility to use parking spaces that were intended for patrons of a business park and not a party facility.

The 2012 Trust adamantly objects to the proposed change as it would be detrimental to the integrity of the professional business park created and known as the Quail Park Business Office Park.

In addition, the neighboring single-family homeowners that back-up and are adjacent to the property designated for the zoning changes should all be adamantly opposed to this change too.

Sincerely,

The John and Shelly Martin 2012 Dynasty Trust


John C. Martin, Trustee

6701 N. Mesa, El Paso, Texas 79912 • (915) 545-2222

#411
11 pages

Doc# 20080001813

RECIPROCAL EASEMENT AGREEMENT

Preamble

This Reciprocal Easement Agreement ("Agreement") is entered into on the day of 24th December, 2007 by FIRST NATIONAL BANK, a national banking association ("FNB") and LAND BARONS OF EL PASO DEL NORTE, L.L.C., a Texas limited liability company ("LB").

RECITALS

1. FNB is the owner of Lot 1, Block 166, TIERRA DEL ESTE UNIT FORTY EIGHT, City of El Paso, El Paso County, Texas ("FNB's Parcel").
2. LB is the owner of Lot 2, Block 166, TIERRA DEL ESTE UNIT FORTY EIGHT, City of El Paso, County of El Paso, State of Texas and Lot 1, Block 1, Land Barons Subdivision, City of El Paso, County of El Paso, State of Texas according to the plat thereof recorded in Clerk's File No. 20070114512, El Paso County Clerk's records, (collectively, the "LB Parcel"). FNB's Parcel and LB's Parcel are sometimes referred to as the "Parcels" and individually referred to as the "Parcel".
3. The Parties intend to independently develop the Parcels into separate but adjacent retail and office developments (collectively the "Developments").
4. The parties to this Agreement desire to establish and dedicate non-exclusive, perpetual easements for parking and the vehicular and pedestrian ingress and egress over and across the Common Areas of the respective Parcels.

THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Common Areas Defined

1.01. The term "Common Areas" means the portions of each Parcel that are from time to time used by a Party and its Users for Parking Areas, roadways and walkways. Each Party shall have the right to alter the Parking Areas, driveways and walkways except that neither Party shall construct any curbs or barriers between the respective Parcels.

Users Defined

1.02. The term "Users" means each of the Parties to this Agreement, their respective successors and assigns of all or any part of the Parcels and any Person entitled at any time to the use and occupancy of a portion of either of the Developments under a lease,

license, concession agreement, or other instrument or arrangement with a Party, and their respective employees, customers and invitees.

Parking Areas Defined

1.03. The term "Parking Areas" means those Common Areas used for the parking of motor vehicles, including incidental roadways, walkways, and landscaping contained within these Parking Areas. However, truck ramps, and loading and delivery areas located in Common Areas and immediately adjacent to buildings in Commercial Areas are not included in "Parking Areas."

Party Defined

1.04. The term "Party" means each Person executing this Agreement, or that Person's successor in interest to all or any portion of a Parcel, as shown by the Real Property Records of El Paso County, State of Texas, and determined as of the time in question.

Person Defined

1.05. The term "Person" means an individual or a partnership, firm, association, corporation, limited liability company trust, or any other form of legal or business entity.

ARTICLE 2 EASEMENTS

Grants of Easements

2.01. (a) LB grants, sells, and conveys to FNB and FNB's successors and assigns a non-exclusive easement for parking and free and uninterrupted pedestrian and vehicular ingress to, egress from, and access to and from and access across the Common Areas from time to time located on the LB Parcel which LB uses from time to time for parking, driveway and walkway purposes for the benefit of all or any portion of FNB Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easements, rights, and appurtenances forever. LB binds LB and LB's successors and assigns of any portion of the LB Parcel to warrant and forever defend the title to the easements, rights, and appurtenances in FNB and FNB's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof. Notwithstanding the forgoing, during construction of the improvements on the FNB Parcel, said easements shall not be used by FNB, or its Users as access for construction vehicles, trucks, tractors and equipment used in construction, or as a staging or storage area for supplies and materials for construction of improvements on the FNB Parcel, or in such manner that blocks or interferes with vehicular and pedestrian access and traffic to and from the LB Parcel.

(b) FNB grants, sells, and conveys to LB and LB's successors and assigns a non-exclusive easement for parking and free and uninterrupted pedestrian and vehicular ingress to, egress from and access to and from and access across the Common Areas from time to time located on the FNB Parcel for parking, driveway and walkway purposes for the benefit of all or any portion of LB Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easements, rights, and appurtenances forever. FNB binds FNB and FNB's successors and assigns of any portion of the FNB Parcel to warrant and forever defend the title to the easements, rights, and appurtenances in LB and LB's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof. Notwithstanding the forgoing, during construction of the improvements on the LB Parcel, said easements shall not be used by LB, or its Users as access for construction vehicles, trucks, tractors and equipment used in construction, or as a staging or storage area for supplies and materials for construction of improvements on the LB Parcel, or in such manner that blocks or interferes with vehicular and pedestrian access and traffic to and from the FNB Parcel.

Use and Location

2.02. The Parties and other Users will be entitled to exercise direct access to and between the Parcels without interference except as set forth in this Agreement and to use all access areas, driveways, and Parking Areas located on any portion of the Parcels in exercising the easements. Except for the two driveways reflected on the Site Plan attached hereto as Exhibit "A", which shall remain unobstructed at all times, a Party may from time to time alter the location of its driveways, walkways, Parking Areas, buildings and other improvements on the portion of the Parcels owned by that Party. A Party's employees, customers, and other invitees will not be entitled to park on the other Party's Parcel and each Party shall take reasonable action to prevent breach of this restriction.

Nature of Easements

2.03. The easements are appurtenant to and for the benefit of each Parcel owned by each Party, whether or not the easements are referenced or described in any conveyance of a Parcel or any portion thereof. These grants of easements benefit the Users and each Party's successors, assigns, who at any time own the Parcels or any interest therein. No easement may be transferred, assigned, or encumbered except as appurtenant to the benefited Parcels.

Repair and Maintenance of Easements

2.04 Each Party is responsible for all maintenance and repairs of the Common Area subject to the easement on its Parcel.

Duration of Easements

2.05 Each easement granted under this Article is perpetual unless terminated by written agreement of all Parties then owing an interest in either of the Parcels.

Rights Reserved

2.06 Each Party reserves for that Party and that Party's successors and assigns the right to continue to use and enjoy the surface of the Parcels for all purposes that do not unreasonably interfere or interrupt the use or enjoyment of the easements.

ARTICLE 3 CONDEMNATION

No Termination

3.01. No taking by eminent domain (or purchase in lieu of taking) of any portion of the Common Area of either Parcel entitles any Party to terminate this Agreement.

Common Areas Taken

3.02. Section 3.03 applies if a taking by eminent domain (or purchase in lieu of taking) occurs with respect to either:

(a) Parking Areas located on the Common Areas, if the remaining Parking Areas, after the taking, violate the then applicable zoning law; or

(b) Any other portion of the Common Areas, if the taking results in a closure of all ingress and egress from adjacent public streets to either of the Developments.

Corrective Plan

3.03. If the criteria of section 3.02 are met, then the Parties must, in good faith, endeavor to agree on a plan of corrective work to either:

(a) Bring the remaining Parking Areas into compliance with the then-applicable zoning law by either obtaining a zoning exception, variance, or by providing substitute, additional Parking Areas.

(b) Provide new ingress and egress routes to and from the adjacent public streets in a way that complies with the then-applicable zoning law.

Cost of Corrective Work

3.04. The owner of the Parcel which is subject to the condemnation shall pay for any corrective work to the Common Areas identified in section 3.02 and agreed to by the Parties.

ARTICLE 4 CHANGE OF OWNERSHIP

Each Party with respect to its Parcel shall use reasonable efforts to notify the other Party in the event of a sale or conveyance of their respective Parcel or any portion thereof, and to provide the name and mailing address of the transferee within ten (10) days thereafter. Any failure to give said notice shall not impair the conveyance of title to the subject property or affect the binding nature of the terms, conditions and obligations attributable to the owner of said Parcel as imposed by this Agreement. Except for duties, liabilities and obligations that accrue during the time a Party owns its respective Parcel, the respective duties, liability and obligations of each Party hereto shall cease upon such Party's sale or conveyance of its entire remaining interest in its respective Parcel, and following any such sale or conveyance, the duties, liabilities and obligations imposed by this Agreement shall be binding upon the successor-in-interest to such Parcel or any portion thereof to the extent such duties and obligations arise during the time that such successor-in-interest owns such Tract or any portion thereof.

ARTICLE 5 DEFAULT, TERMINATION, AND REMEDIES

Legal and Equitable Remedies

5.01. If a Party or User of that Party's Parcel actually breaches or threatens to breach a provision of this Agreement, any other Party has the right to pursue any available legal or equitable remedy, such as damages, injunctions, and restraining orders, in addition to those remedies specified here, except for those remedies that are expressly prohibited. All remedies are cumulative; the pursuit of any available remedy does not constitute a waiver or election of remedies with respect to all other available remedies.

Notice Before Default

5.02. Unless provided otherwise in this Agreement, a Party is not deemed to be in default under this Agreement until that Party has been notified in writing by the other Party that describes the act or omission and either:

(a) The Party fails to cure the default within thirty (30) days after the date of the notice of default ("Cure Period").

(b) If the default is not capable of cure within the Cure Period, the Party fails to commence cure within the Cure Period and to diligently pursue it to completion within a reasonable time.

Termination Not Permitted for Breach

5.03. A breach of this Agreement does not entitle a Party to cancel, rescind, or terminate this Agreement in whole or part.

Right of Nondefaulting Party to Cure

5.04. A Party has the right, but not the obligation, to cure a default of any other Party on behalf of and at the sole expense of the defaulting Party. This right of cure may not be exercised until:

(a) Written notice as provided by section 5.02 has been given.

(b) The Cure Period set forth in section 5.02 has elapsed and the defaulting Party remains in default.

Reimbursement Rights

5.05. If a Party cures a default of another Party under section 5.04, then the defaulting Party must pay to the curing Party:

(a) All reasonable costs and expenses reasonably incurred in effecting the cure, plus interest at the then-maximum legal rate.

(b) All court costs and reasonable attorney's fees incurred by the curing Party.

Force Majeure

5.06. Unless otherwise provided in this Agreement, a Party may be excused from a delay in performance under this Agreement that is caused by the act of a public enemy, war, war defense condition, act of God, the elements, strike, walkout, or other causes beyond the Party's reasonable control. However, each Party must use reasonable diligence to avoid any such delay and to resume its performance as promptly as possible after the delay.

Attorneys' Fees

5.07. In any action between Parties concerning this Agreement or for enforcement of rights and duties of a Party, the prevailing Party in the action is entitled to reasonable attorney's fees.

ARTICLE 6 MISCELLANEOUS

Amendment

6.01. Except as otherwise provided in this Agreement, this Agreement, including its Exhibits, may be cancelled, modified, or amended only by a writing that is executed by all of the Parties. No cancellation, modification, or amendment may require the prior approval or consent of any User.

Covenants Runs With Land

6.02. The covenants, restrictions, conditions, and provisions of this Agreement (whether affirmative or negative in nature):

- (a) Are made for the direct, mutual, and reciprocal benefit of each Parcel;
- (b) Constitute covenants running with the land;
- (c) Constitute and are enforceable as mutual equitable servitudes on each Parcel in favor of the other Parcel;
- (d) Bind every person having a fee, leasehold, or other interest in a Parcel;
and
- (e) Inure to the benefit of the Parties and their respective successors and assigns.

Not a Public Dedication

6.03. Nothing contained in this Agreement may be deemed to be a gift or dedication of any portion of the parcels or Developments to or for the general public or for any public purpose whatsoever. This Agreement is strictly limited to the purposes explicitly set forth here.

Severability

6.04. If a provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining portions remain in full force and effect.

Notices

6.05. All notices, statements, demands, requests, approvals, or other communications (collectively referred to as "notices") to be given under or pursuant to this Agreement must be in writing, addressed to the Parties at their respective addresses set forth below. Notices must be delivered in person, or by certified or registered mail, return receipt requested and postage prepaid. Notices are deemed given on the date personal delivery is made or, in the case of mailed notices, the date of delivery indicated on the requested return receipt. Notices to Parties must be sent to the following addresses unless and until a Party changes its address by written notice given to all other Parties:

FIRST NATIONAL BANK
7400 Viscount
El Paso, Texas 79925

LAND BARONS OF EL PASO DEL NORTE, L.L.C.
601 N. Mesa, Suite 100
El Paso, Texas 79901.

No Partnership or Joint Venture

6.06. This Agreement may not be construed or deemed to create a relationship of partnership or joint venture among the Parties or between any of them.

Recordation

6.07. The Parties shall cause this Agreement to be recorded, as soon as possible after the execution of this Agreement, in the Real Property Records of the County of El Paso, Texas.

Effective Date

6.08. The effective date of this Agreement is the date on which it is recorded

This Agreement and instrument is executed this 24th day of December, 2007, at El Paso, Texas.

FIRST NATIONAL BANK

By:


Douglas R. McLean, President

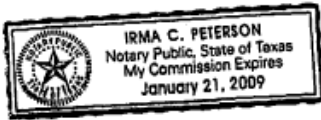
LAND BARONS OF EL PASO DEL NORTE, L.L.C.

By: [Signature]
Ron Costa, Manager

By: [Signature]
John Martin, Manager

STATE OF TEXAS)
COUNTY OF EL PASO)

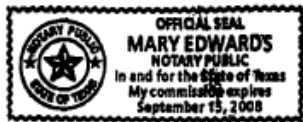
This instrument was acknowledged before me on this 24th day of Dec, 2007, by Douglas R. McLean, President of First National Bank, a national banking association, on behalf of said association.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
COUNTY OF EL PASO)

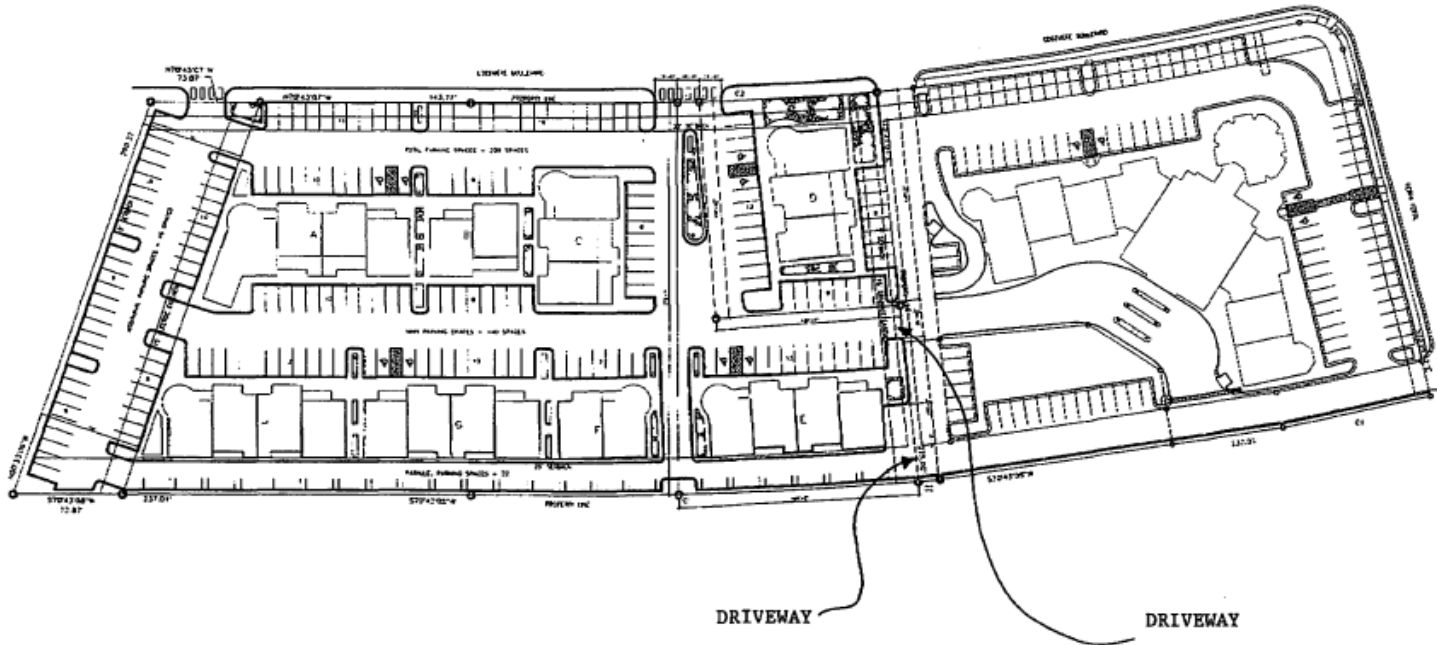
This instrument was acknowledged before me on this 7th day of January, 2007, by Ron Costa, Manager of Land Barons of El Paso Del Norte, L.L.C., a Texas limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Site Plan showing Two Driveways
and anticipated improvement locations



High Planes Venture, LLC

NOTICE OF OBJECTION TO REQUEST TO CHANGE ZONING

Via E-mail - salloumam@elpasotexas.gov & Regular U.S. Mail

January 31, 2018

City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, Texas 79950-1890

Re : Case No.: PZRZ17-00031 and PZST17-00037
Request to change zoning submitted to the City Plan Commission
Applicant : Dual Enterprises, Inc.
Property : 12798 Edgemere Boulevard
Legal Description : Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:


High Planes Venture, LLC ("High Planes") is the owner of Buildings E, F, G & H at Quail Park business office park situated contiguous (next) to the property to be considered for rezoning. Please consider this letter our official Notice of Objection to the Request to Change Zoning submitted by Dual Enterprises, Inc. The request is to change the zoning from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom with special permit approval. The applicant is also requesting a special permit in order to allow for a ballroom in C-2 (Commercial) zone district.

Allowing the change of zoning would adversely affect our lot and specifically the Reciprocal Easement Agreement (see attached Exhibit "A") now in place would allow the patrons of a ballroom to use parking spaces that were intended for patrons of a business park and not a party facility. The ballroom facility would promote late night noise and trash and be the cause of disturbance to a very nice, quiet and professionally developed office park for professionals, doctors, and a children's nursery & daycare center.

High Planes adamantly objects to the proposed change as it would be detrimental to the integrity of the professional business office park.

Sincerely,

High Planes Venture, LLC



Douglas O. Borrett, Managing Member

6701 N. Mesa, El Paso, Texas 79912 • (915) 545-2222

411
11 PAGES

Doc# 20080001813

RECIPROCAL EASEMENT AGREEMENT

Preamble

This Reciprocal Easement Agreement ("Agreement") is entered into on the 24th day of December, 2007 by FIRST NATIONAL BANK, a national banking association ("FNB") and LAND BARONS OF EL PASO DEL NORTE, L.L.C., a Texas limited liability company ("LB").

RECITALS

1. FNB is the owner of Lot 1, Block 166, TIERRA DEL ESTE UNIT FORTY EIGHT, City of El Paso, El Paso County, Texas ("FNB's Parcel").
2. LB is the owner of Lot 2, Block 166, TIERRA DEL ESTE UNIT FORTY EIGHT, City of El Paso, County of El Paso, State of Texas and Lot 1, Block 1, Land Barons Subdivision, City of El Paso, County of El Paso, State of Texas according to the plat thereof recorded in Clerk's File No. 20070114512, El Paso County Clerk's records, (collectively, the "LB Parcel"). FNB's Parcel and LB's Parcel are sometimes referred to as the "Parcels" and individually referred to as the "Parcel".
3. The Parties intend to independently develop the Parcels into separate but adjacent retail and office developments (collectively the "Developments").
4. The parties to this Agreement desire to establish and dedicate non-exclusive, perpetual easements for parking and the vehicular and pedestrian ingress and egress over and across the Common Areas of the respective Parcels.

THEREFORE, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Common Areas Defined

1.01. The term "Common Areas" means the portions of each Parcel that are from time to time used by a Party and its Users for Parking Areas, roadways and walkways. Each Party shall have the right to alter the Parking Areas, driveways and walkways except that neither Party shall construct any curbs or barriers between the respective Parcels.

Users Defined

1.02. The term "Users" means each of the Parties to this Agreement, their respective successors and assigns of all or any part of the Parcels and any Person entitled at any time to the use and occupancy of a portion of either of the Developments under a lease,

license, concession agreement, or other Instrument or arrangement with a Party, and their respective employees, customers and invitees.

Parking Areas Defined

1.03. The term "Parking Areas" means those Common Areas used for the parking of motor vehicles, including incidental roadways, walkways, and landscaping contained within these Parking Areas. However, truck ramps, and loading and delivery areas located in Common Areas and immediately adjacent to buildings in Commercial Areas are not included in "Parking Areas."

Party Defined

1.04. The term "Party" means each Person executing this Agreement, or that Person's successor in interest to all or any portion of a Parcel, as shown by the Real Property Records of El Paso County, State of Texas, and determined as of the time in question.

Person Defined

1.05. The term "Person" means an individual or a partnership, firm, association, corporation, limited liability company trust, or any other form of legal or business entity.

ARTICLE 2 EASEMENTS

Grants of Easements

2.01. (a) - LB grants, sells, and conveys to FNB and FNB's successors and assigns a non-exclusive easement for parking and free and uninterrupted pedestrian and vehicular ingress to, egress from, and access to and from and access across the Common Areas from time to time located on the LB Parcel which LB uses from time to time for parking, driveway and walkway purposes for the benefit of all or any portion of FNB Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easements, rights, and appurtenances forever. LB binds LB and LB's successors and assigns of any portion of the LB Parcel to warrant and forever defend the title to the easements, rights, and appurtenances in FNB and FNB's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof. Notwithstanding the foregoing, during construction of the improvements on the FNB Parcel, said easements shall not be used by FNB, or its Users as access for construction vehicles, trucks, tractors and equipment used in construction, or as a staging or storage area for supplies and materials for construction of improvements on the FNB Parcel, or in such manner that blocks or interferes with vehicular and pedestrian access and traffic to and from the LB Parcel.

(b) FNB grants, sells, and conveys to LB and LB's successors and assigns a non-exclusive easement for parking and free and uninterrupted pedestrian and vehicular ingress to, egress from and access to and from and access across the Common Areas from time to time located on the FNB Parcel for parking, driveway and walkway purposes for the benefit of all or any portion of LB Tract, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easements, rights, and appurtenances forever. FNB binds FNB and FNB's successors and assigns of any portion of the FNB Parcel to warrant and forever defend the title to the easements, rights, and appurtenances in LB and LB's successors and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof. Notwithstanding the forgoing, during construction of the improvements on the LB Parcel, said easements shall not be used by LB, or its Users as access for construction vehicles, trucks, tractors and equipment used in construction, or as a staging or storage area for supplies and materials for construction of improvements on the LB Parcel, or in such manner that blocks or interferes with vehicular and pedestrian access and traffic to and from the FNB Parcel.

Use and Location

2.02. The Parties and other Users will be entitled to exercise direct access to and between the Parcels without interference except as set forth in this Agreement and to use all access areas, driveways, and Parking Areas located on any portion of the Parcels in exercising the easements. Except for the two driveways reflected on the Site Plan attached hereto as Exhibit "A", which shall remain unobstructed at all times, a Party may from time to time alter the location of its driveways, walkways, Parking Areas, buildings and other improvements on the portion of the Parcels owned by that Party. A Party's employees, customers, and other invitees will not be entitled to park on the other Party's Parcel and each Party shall take reasonable action to prevent breach of this restriction.

Nature of Easements

2.03. The easements are appurtenant to and for the benefit of each Parcel owned by each Party, whether or not the easements are referenced or described in any conveyance of a Parcel or any portion thereof. These grants of easements benefit the Users and each Party's successors, assigns, who at any time own the Parcels or any interest therein. No easement may be transferred, assigned, or encumbered except as appurtenant to the benefited Parcels.

Repair and Maintenance of Easements

2.04 Each Party is responsible for all maintenance and repairs of the Common Area subject to the easement on its Parcel.

Duration of Easements

2.05 Each easement granted under this Article is perpetual unless terminated by written agreement of all Parties then owning an interest in either of the Parcels.

Rights Reserved

2.06 Each Party reserves for that Party and that Party's successors and assigns the right to continue to use and enjoy the surface of the Parcels for all purposes that do not unreasonably interfere or interrupt the use or enjoyment of the easements.

ARTICLE 3 CONDEMNATION

No Termination

3.01. No taking by eminent domain (or purchase in lieu of taking) of any portion of the Common Area of either Parcel entitles any Party to terminate this Agreement.

Common Areas Taken

3.02. Section 3.03 applies if a taking by eminent domain (or purchase in lieu of taking) occurs with respect to either:

(a) Parking Areas located on the Common Areas, if the remaining Parking Areas, after the taking, violate the then applicable zoning law; or

(b) Any other portion of the Common Areas, if the taking results in a closure of all ingress and egress from adjacent public streets to either of the Developments.

Corrective Plan

3.03. If the criteria of section 3.02 are met, then the Parties must, in good faith, endeavor to agree on a plan of corrective work to either:

(a) Bring the remaining Parking Areas into compliance with the then-applicable zoning law by either obtaining a zoning exception, variance, or by providing substitute, additional Parking Areas.

(b) Provide new ingress and egress routes to and from the adjacent public streets in a way that complies with the then-applicable zoning law.

Cost of Corrective Work

3.04. The owner of the Parcel which is subject to the condemnation shall pay for any corrective work to the Common Areas identified in section 3.02 and agreed to by the Parties.

ARTICLE 4 CHANGE OF OWNERSHIP

Each Party with respect to its Parcel shall use reasonable efforts to notify the other Party in the event of a sale or conveyance of their respective Parcel or any portion thereof, and to provide the name and mailing address of the transferee within ten (10) days thereafter. Any failure to give said notice shall not impair the conveyance of title to the subject property or affect the binding nature of the terms, conditions and obligations attributable to the owner of said Parcel as imposed by this Agreement. Except for duties, liabilities and obligations that accrue during the time a Party owns its respective Parcel, the respective duties, liability and obligations of each Party hereto shall cease upon such Party's sale or conveyance of its entire remaining interest in its respective Parcel, and following any such sale or conveyance, the duties, liabilities and obligations imposed by this Agreement shall be binding upon the successor-in-interest to such Parcel or any portion thereof to the extent such duties and obligations arise during the time that such successor-in-interest owns such Tract or any portion thereof.

ARTICLE 5 DEFAULT, TERMINATION, AND REMEDIES

Legal and Equitable Remedies

5.01. If a Party or User of that Party's Parcel actually breaches or threatens to breach a provision of this Agreement, any other Party has the right to pursue any available legal or equitable remedy, such as damages, injunctions, and restraining orders, in addition to those remedies specified here, except for those remedies that are expressly prohibited. All remedies are cumulative; the pursuit of any available remedy does not constitute a waiver or election of remedies with respect to all other available remedies.

Notice Before Default

5.02. Unless provided otherwise in this Agreement, a Party is not deemed to be in default under this Agreement until that Party has been notified in writing by the other Party that describes the act or omission and either:

(a) The Party fails to cure the default within thirty (30) days after the date of the notice of default ("Cure Period").

(b) If the default is not capable of cure within the Cure Period, the Party fails to commence cure within the Cure Period and to diligently pursue it to completion within a reasonable time.

Termination Not Permitted for Breach

5.03. A breach of this Agreement does not entitle a Party to cancel, rescind, or terminate this Agreement in whole or part.

Right of Nondefaulting Party to Cure

5.04. A Party has the right, but not the obligation, to cure a default of any other Party on behalf of and at the sole expense of the defaulting Party. This right of cure may not be exercised until:

(a) Written notice as provided by section 5.02 has been given.

(b) The Cure Period set forth in section 5.02 has elapsed and the defaulting Party remains in default.

Reimbursement Rights

5.05. If a Party cures a default of another Party under section 5.04, then the defaulting Party must pay to the curing Party:

(a) All reasonable costs and expenses reasonably incurred in effecting the cure, plus interest at the then-maximum legal rate.

(b) All court costs and reasonable attorney's fees incurred by the curing Party.

Force Majeure

5.06. Unless otherwise provided in this Agreement, a Party may be excused from a delay in performance under this Agreement that is caused by the act of a public enemy, war, war defense condition, act of God, the elements, strike, walkout, or other causes beyond the Party's reasonable control. However, each Party must use reasonable diligence to avoid any such delay and to resume its performance as promptly as possible after the delay.

Attorneys' Fees

5.07. In any action between Parties concerning this Agreement or for enforcement of rights and duties of a Party, the prevailing Party in the action is entitled to reasonable attorney's fees.

ARTICLE 6 MISCELLANEOUS

Amendment

6.01. Except as otherwise provided in this Agreement, this Agreement, including its Exhibits, may be cancelled, modified, or amended only by a writing that is executed by all of the Parties. No cancellation, modification, or amendment may require the prior approval or consent of any User.

Covenants Run With Land

6.02. The covenants, restrictions, conditions, and provisions of this Agreement (whether affirmative or negative in nature):

- (a) Are made for the direct, mutual, and reciprocal benefit of each Parcel;
- (b) Constitute covenants running with the land;
- (c) Constitute and are enforceable as mutual equitable servitudes on each Parcel in favor of the other Parcel;
- (d) Bind every person having a fee, leasehold, or other interest in a Parcel; and
- (e) Inure to the benefit of the Parties and their respective successors and assigns.

Not a Public Dedication

6.03. Nothing contained in this Agreement may be deemed to be a gift or dedication of any portion of the parcels or Developments to or for the general public or for any public purpose whatsoever. This Agreement is strictly limited to the purposes explicitly set forth here.

Severability

6.04. If a provision of this Agreement is held to be invalid by a court of competent jurisdiction, the remaining portions remain in full force and effect.

Notices

6.05. All notices, statements, demands, requests, approvals, or other communications (collectively referred to as "notices") to be given under or pursuant to this Agreement must be in writing, addressed to the Parties at their respective addresses set forth below. Notices must be delivered in person, or by certified or registered mail, return receipt requested and postage prepaid. Notices are deemed given on the date personal delivery is made or, in the case of mailed notices, the date of delivery indicated on the requested return receipt. Notices to Parties must be sent to the following addresses unless and until a Party changes its address by written notice given to all other Parties:

FIRST NATIONAL BANK
7400 Viscount
El Paso, Texas 79925

LAND BARONS OF EL PASO DEL NORTE, L.L.C.
601 N. Mesa, Suite 100
El Paso, Texas 79901.

No Partnership or Joint Venture

6.06. This Agreement may not be construed or deemed to create a relationship of partnership or joint venture among the Parties or between any of them.

Recordation

6.07. The Parties shall cause this Agreement to be recorded, as soon as possible after the execution of this Agreement, in the Real Property Records of the County of El Paso, Texas.

Effective Date

6.08. The effective date of this Agreement is the date on which it is recorded

This Agreement and Instrument is executed this 24th day of December, 2007, at El Paso, Texas.

FIRST NATIONAL BANK

By: 
Douglas R. McLean, President

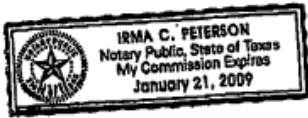
LAND BARONS OF EL PASO DEL NORTE, L.L.C.

By: [Signature]
Ron Costa, Manager

By: [Signature]
John Martin, Manager

STATE OF TEXAS }
COUNTY OF EL PASO }

This instrument was acknowledged before me on this 24th day of Dec, 2007, by Douglas R. McLean, President of First National Bank, a national banking association, on behalf of said association.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS }
COUNTY OF EL PASO }

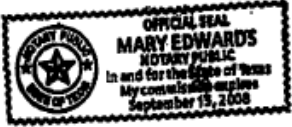
This instrument was acknowledged before me on this 7th day of January, 2007, by Ron Costa, Manager of Land Barons of El Paso Del Norte, L.L.C., a Texas limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

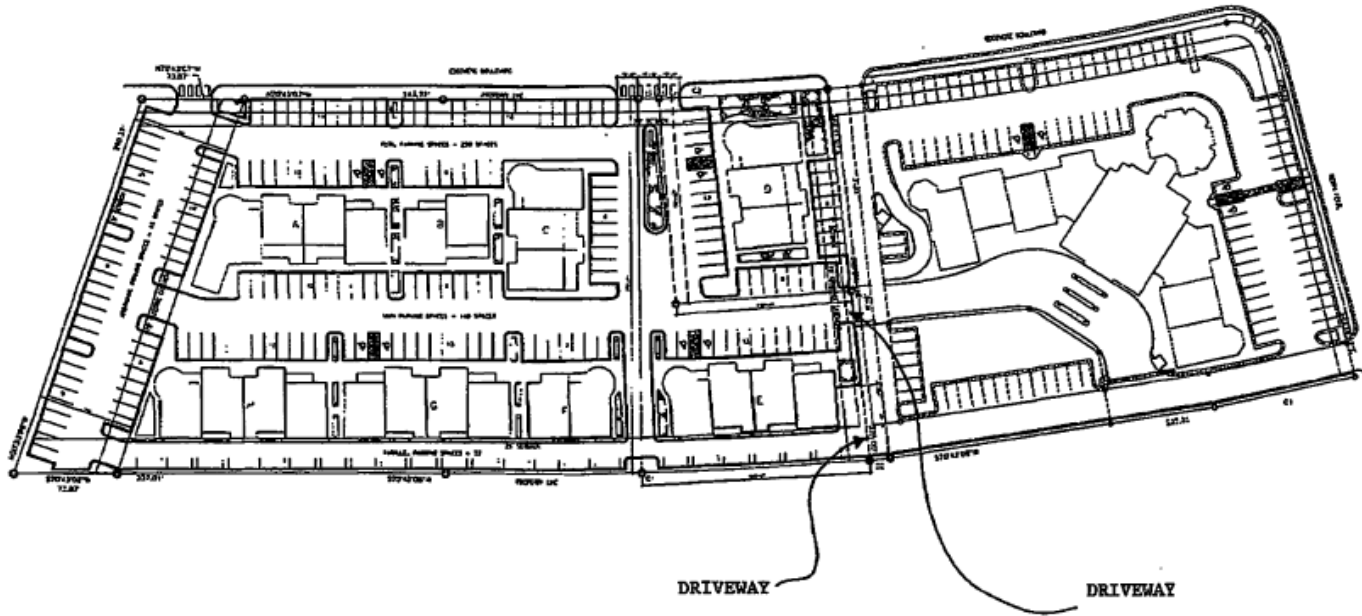
This instrument was acknowledged before me on this 7th day of January, 2007, by John Martin, Manager of Land Barons of El Paso Del Norte, L.L.C., a Texas limited liability company, on behalf of said company.



Mary Edwards
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Site Plan showing Two Driveways
and anticipated improvement locations



NOTICE OF OBJECTION TO REQUEST TO CHANGE ZONING

*Via E-mail - salloumam@elpasotexas.gov
& Regular U.S. Mail*

February 3, 2018

City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, Texas 79950-1890

Re : **Case No.: PZRZ17-00031 and PZST17-00037**
 Request to change zoning submitted to the City Plan Commission
Applicant : Dual Enterprises, Inc.
Property : 12798 Edgemere Boulevard
Legal Description : Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

We the undersigned are single-family homeowners and/or tenants (collectively "the residents") in the neighborhood situated next to and around the property to be considered for rezoning. Please consider this letter our official Notice of Objection to the Request to Change Zoning submitted by Dual Enterprises, Inc. The request is to change the zoning from C-1 (Commercial) to C-2 (Commercial) to allow for a ballroom with special permit approval. The applicant is also requesting a special permit in order to allow for a ballroom in C-2 (Commercial) zone district.

Allowing the requested change in zoning would adversely affect the quiet enjoyment of our residential neighborhood. The change would promote late night noise and trash and be the cause of disturbances to an otherwise peaceful neighborhood and would compromise the tranquility we currently enjoy.

The undersigned residents hereby join together, as is evidenced by our signatures below, in adamantly objecting to the proposed change in zoning.

Sincerely,

Ricardo Ramos

3516 Tierra Cecil Place
El Paso, Texas 79938

Sonj
~~X~~
Pablo Polanco

Maria E. & Eduardo A. Chavez

Maria Elena Chavez

3517 Tierra Cecil Place
El Paso, Texas 79938

Omar A. & Jessica Almela

3525 Tierra Lorena Drive
El Paso, Texas 79938

Manuel Jr. & Angelica Ponce

3524 Tierra Lorena Drive
El Paso, Texas 79938

Tenants

Angelina C. Ventura-Uy
Owner: Angelina C. Ventura-Uy
3533 Tierra Fertil Drive
El Paso, Texas 79938
Kenneth L. Shelton

Humberto & Juana H. Flores

HUMBERTO FLORES
Juana H. Flores
3521 Tierra Cecil Place
El Paso, Texas 79938

Craig Pollard

Craig Pollard
3521 Tierra Lorena Drive
El Paso, Texas 79938

Tenants

Rafael Delgado
RAFAEL G. DELGADO
Owner: The Rafael & Isabel Delgado Trust
3528 Tierra Lorena Drive
El Paso, Texas 79938

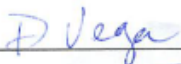
Maria E. Villanueva

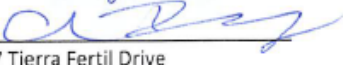
Maria E. Villanueva
3529 Tierra Fertil Drive
El Paso, Texas 79938

Cesar Antonio & Norma Pedroza

3520 Tierra Cecil Place
El Paso, Texas 79938

Armando Pacheco & Doris Vega





3537 Tierra Fertil Drive
El Paso, Texas 79938

Gisella Y. Bonilla



12801 Tierra Amanda Lane
El Paso, Texas 79938

Gerald D. Hirsch

12805 Tierra Amanda Lane
El Paso, Texas 79938

Dennis Blake Anderson

12809 Tierra Amanda Lane
El Paso, Texas 79938

GEM INVESTMENTS, LLC

February 7, 2018

**City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, TX 79950-1890**

**Re: Case No. PZRZ17-00031 and PZST17-00037
Request to change zoning submitted to the City Plan Commission**
Applicant: Dual Enterprises, Inc.
Property: 12798 Edgemere Blvd.
Legal Description: Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

GEM Investments, LLC is the owner of a Portion of Lot 2, Block 166, Tierra del Este Unit Forty-Eight and is next to the property being considered for rezoning. We understand the rezoning would allow C-2 commercial. Our main concern has to do with parking. The parking for all buildings in this area was designed for office use. In fact, the name of the complex is named the Quail Park Business Office Park. Allowing the change might encourage loitering, vandalism and accumulation of trash around our office buildings after business hours.

Therefore, GEM Investments, LLC objects to the proposed change due to the potential harm and security of our office buildings.

Sincerely,



Jorge Arroyo
President

12770 Edgemere Blvd., Building A, Ste. 1, El Paso, TX 79938 (915)593-7707

HPCC INVESTMENTS, LLC

February 7, 2018

**City Plan Commission
c/o Planning Division
Attention: Andrew Salloum
P.O. Box 1890
El Paso, TX 79950-1890**

**Re: Case No. PZRZ17-00031 and PZST17-00037
Request to change zoning submitted to the City Plan Commission**
Applicant: Dual Enterprises, Inc.
Property: 12798 Edgemere Blvd.
Legal Description: Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso County, Texas

Dear Mr. Salloum:

HPCC Investments, LLC is the owner of a Portion of Lot 2, Block 166, Tierra del Este Unit Forty-Eight and is next to the property being considered for rezoning. We understand the rezoning would allow C-2 commercial. Our main concern has to do with parking. The parking for all buildings in this area was designed for office use. In fact, the name of the complex is named the Quail Park Business Office Park. Allowing the change might encourage loitering, vandalism and accumulation of trash around our office buildings after business hours.

Therefore, HPCC Investments, LLC objects to the proposed change due to the potential harm and security of our office buildings.

Sincerely,



Priscilla Hernandez
Vice-President

12770 Edgemere Blvd., Building A, Ste. 1, El Paso, TX 79938 (915)593-7707

Case No. PZRZ17-00031 and PZST17-00037

CPS c/o Planning Division

PO Box 1890

El Paso Texas, 79950-1890

January 31, 2018

To whom it may concern,

This letter is in reference to the Case No PZRZ17-00031 and PZST17-00037. As residents of 3537 Tierra Fertil DR, our household will be **negatively** affected by the re-zoning of this property. We live immediately next to the property and will experience the noise, parking issues along with adding more traffic and disturbance created by a ballroom next door. All the neighbors contacted by us are in agreement with us as well. **We are completely opposed to such request.** As it is, we are already experiencing traffic issues and a lot of accidents in this area due to a lack of a traffic light that was requested by us and a large amount of neighbors six years ago, and completely ignored by the authorities in charge. We expect to be heard and respected as tax payers and citizens of this area.

Sincerely,



Doris Vega, Armando Pacheco and community neighbors

3737 Tierra Fertil DR.

El Paso Texas, 79938 Tel. 525-1806

Neighbors against petition for rezoning

Case No. PZRZ17-00031 and PZST17-00037

Name	Address	Phone #	Signature
Becky Shelton	3533 Tierra Fertil	254 371 3371	<i>Becky Shelton</i>
S. De Santiago	3521 Tierra Fertil	216-9341	<i>S. De Santiago</i>
Michelle Crittendon	17736 Tierra Karla Dr	931-538-9460	<i>Michelle Crittendon</i>
Armando Mateu	12720 Tierra Karla Dr	(915) 873-5849	<i>Armando Mateu</i>
Shawn Pardep	12778 Tierra Karla Dr	(540) 844 6449	<i>Shawn Pardep</i>
Melendez	12805 Tierra Karla Dr		<i>Melendez</i>
Craig Schueren	12808 Tierra Karla Dr		<i>Craig Schueren</i>
David Enriquez	3501 Tierra Amanda Ln	(915) 443-7817	<i>David Enriquez</i>
Buckley, Jeremy	3504 Tierra Amanda Ln	(334) 618-1535	<i>Jeremy Buckley</i>
Hilde Eizene	3508 Tierra Amanda		<i>Hilde Eizene</i>
Michael Lawrence	3509 Tierra Amanda	254-220-1159	<i>Michael Lawrence</i>
Sergio Jauriote	3512 Tierra Amanda	920-774	<i>Sergio Jauriote</i>
Tom & Dawn	3517 Tierra Amanda		<i>Tom & Dawn</i>
Vanessa Anderson	3576 Tierra Amanda Ln		<i>Vanessa Anderson</i>
Robert Mejia	3532 Tierra Amanda Lane	(915) 367-1595	<i>Robert Mejia</i>
CONA TOVAR	12816 Tierra Amanda Ln		<i>CONA TOVAR</i>
FRANK MONTES	12812 Tierra Amanda	329 04 95	<i>FRANK MONTES</i>
FULGENCIO TISCARENO	12808 TIERRA AMANDA	(915) 849 9381	<i>FULGENCIO TISCARENO</i>
		(915) 210-5153	
Tony Bonilla	12801 Tierra Amanda	915-704-6519	<i>Tony Bonilla</i>
Morgan Dempsey	12800 Tierra Amanda Ln	931 374 1577	<i>Morgan Dempsey</i>
Tim Dooley	12800 Tierra Amanda Ln.	931-990-2559	<i>Tim Dooley</i>
Kim Dooley	12800 Tierra Amanda Ln	931-561-5756	<i>Kim Dooley</i>

ATTACHMENT 7

A petition with 100 signatures in Support

Neighbors in favor of Rezoning and Special Permit for Ballroom			
Corner of Edgemere and Tierra Fertil		Case No. PZR217-00031 and PZST17-00037	
Name	Address	Phone	Signature
1 Jon Dawson	3413 Tierra Cecil	(915) 749-2192	Jon Dawson
2 Amy Gentry	3521 Tierra Amanda	(915) 492-8880	Amy Gentry
3 Ivan Castro	3061 Tierra Mina	915 2163048	Ivan Castro
4 Martha Olvera	12608 Tierra DORA	915 780-9260	Martha Olvera
5 Alain Osborne	3308 Tierra Fertil DE	631-877-1868	Alain Osborne
6 Esperanza Rico	3391 Tierra fertil	(915) 471-9570	Esperanza Rico
7 Mercedes Carrillo	12389 Tierra Alaska Ave	(915) 331-3978	Mercedes Carrillo
8 Isabel Cobas	12389 Tierra Alaska	(915) 261-8103	Isabel de Cobas
9 Ivy Soto	31660 Tommy Reese Pl	956-621-6504	Ivy Soto
10 Rosabel Alvarado	11550 Saint Luke	915-474-7343	Rosabel Alvarado
11 Juan Rico	3348 Tierra Fertil DR	915-219-7048	Juan Rico
12 Esperanza Rico	3348 Tierra FERTIL DR	915-219-7048	Esperanza Rico
13 Brayden Jester	3340 Tierra Fertil	(915) 497-3805	Brayden Jester
14 Crystal Ortega	3321 Tierra Fertil	915-888-7411	Crystal Ortega
15 Raul Amador	3038 Tierra Humana	915 303 2228	Raul Amador
16 Lidia Gonzalez	12727 Tierra Este Rd	915) 408-3126	Lidia Gonzalez
17 Maria Munoz	2409 TIERRA RICH	(915) 328-3969	Maria Munoz
18 R. FLESC	3973 TIERRA AURORA	(915) 209-6201	R. FLESC
19 Amaris Martinez	12240 Tierra Maya	(915) 383-4267	Amaris Martinez
20 David Ayala	14152 Spanish Point	(915) 849-6510	David Ayala

Neighbors in favor of Rezoning and Special Permit for Ballroom			
Corner of Edgemere and Tierra Fertil		Case No. PZRZ17-00031 and PZST17-00037	
Name	Address	Phone	Signature
1 Rogelio Guerra	13998 Labor Trail	915 731-7339	
2 Adriaan Montelongo	2357 Tierra Blanca	(915) 305-2252	
3 Linda Marquez	3433 Tierra Tatico	(915) 630-5248	Linda Marquez
4 Laura Arredondo	2433 Tierra Buena	(915) 790-8877	Laura Arredondo
5 Maria Lupercio	2433 Tierra Buena	(915) 662-8568	Maria Lupercio
6 Veronica Galindo	2405 Maria Atlanwsky	95-637-5875	Veronica Galindo
7 Jacqueline Promo	12441 Nancy Lee	915-8857-8637	Jacqueline Promo
8 Destree Miller	14241 Smokey Point	915-987-0917	Destree Miller
9 Evangelina Salazar	14337 Island Point Dr.	915 691 51 81.	Evangelina Salazar
10 Esperanza Jurado	14403 Patriot Point Dr.	915 727 8836	Esperanza Jurado
11 Patricia E. Sotelo	14192 Smokey Point	915.4120551	Patricia E. Sotelo
12 Edward Mena	12488 TIERRA ESPANA	915 588-2420	Edward Mena
13 Edouard Martinez	12266 tierra Bella	915 539-9654	Edouard Martinez
14 Tomas Mena	12266 Tierra Bella	(915) 539-96-54	Tomas Mena
15 Jomarie Rque	3512 John Henry	915-271-8576	Jomarie Rque
16 Eli Borjales	14581 Friesland Trail	432-249-7456	Eli Borjales
17 Alfred Robles	12613 Tierra Alzate	915 433-3662	Alfred Robles
18 Linda Marena	12464 Tierra Limon	915 850-5848	Linda Marena
19 Ana Mandujano	2369 Tierra Sol	915 504-2130	Ana Mandujano
20 Braeclay Miley	34117 Tierra Tatico	915 271 0125	Braeclay Miley

Neighbors in favor of Rezoning and Special Permit for Ballroom			
Corner of Edgemere and Tierra Fertil		Case No. PZRZ17-00031 and PZST17-00037	
Name	Address	Phone	Signature
1 Minam Urias	4716 A Fieno st	(915) 216-6811	Minam Urias
2 Sandra Villanueva	3288 David Pabon	915 6915798	Sandra Villanueva
3 Hilista Medina	12669 Tierra Alexis	(915) 867-2553	Hilista Medina
4 Veronica Ayala	12529 Sombra Fuelle	(915) 7813489	Veronica Ayala
5 Maria Pagan	401 E. Lora Way	(915) 391-7141	Maria Pagan
6 Jacqueline Chan	3177 Matthew Witz	505 459 9090	Jacqueline Chan
7 Alejandra Sotelo	3321 Tierra Fertil	915 4674400	Alejandra Sotelo
8 Yundia Posada	3649 Tierra Bahia	(915) 490 0549	Yundia Posada
9 Karina Melendez	3566 blv 2229 Tierra Bonita	(915) 849-1860	Karina Melendez
10 Graziela Cardona	12110 Tower Hill	915 276 6267	Graziela Cardona
11 Elizabeth Perez	3304 Tierra Yvette	(915) 777-9146	Elizabeth Perez
12 David Medina	Tierra Alexis	(915) 751-3711	David Medina
13 Roberto Chaparro	1554 Bessemer	383-5632	Roberto Chaparro
14 Jose Ayala	3300 Tierra Fertil	(915) 234 2693	José Ayala
15 LORRAINE JACKSON	3517 TIERRA AIDA W	915 255 9665	Lorraine Jackson
16 Isis Orona	14164 Robert Huante	915 731 2241	Isis Orona
17 Melissa Hernandez	12352 Tierra Alaska	915-820-5924	Melissa Hernandez
18 TACKLE Monreal	1331 N. Cave Dr.	915-253-1584	Tackle Monreal
19 Darel Fairley	12484 Tierra Espada Dr.	910-351-0571	Darel Fairley
20 Cesar Ortiz	1717 Queens Garden Cr.	915-270-3944	Nancy V. Ortiz

(56)

Neighbors in favor of Rezoning and Special Permit for Ballroom			
Corner of Edgemere and Tierra Fertil		Case No. PZRZ17-00031 and PZST17-00037	
Name	Address	Phone	Signature
1 Oliver Perez	14113 Tierra Delfin	915 999-7258	Oliver Perez
2 Lermia Rodriguez	3251 Bashkir Trail	915-480-0646	Lermia Rodriguez
3 Santos Alvarez	11385 Buena dr	915-615-9793	Santos Alvarez
4 Veronica Bagley	14092 Tierra Leona	915 238-5251	Veronica Bagley
5 Maria Rengel	14094 Tierra Leona	915-5041023	Maria Rengel
6 Andre Hill	14088 Tierra Leona Dr.	9156676646	Andre Hill
7 Felipe Velazquez	14089 Tierra Leona Dr	915-493-4097	Felipe Velazquez
8 Berenice Vences	12311 Lorenzo Ruiz	915 540-1742	Berenice Vences
9 Erika Ojeda	14168 Robert Ituarte	915 767 8902	Erika Ojeda
10 Veronica Pacheco	3844 Tierra Fiji	9156370818	Veronica Pacheco
11 Maria Aguilera	14748 Hunters Grove	575-491-1517	Maria Aguilera
12 Jose Chumbe	1117 Edgemere	915 667-5733	Jose Chumbe
13 Olivera Rodriguez	11408 Solar Club	915 857-7151	Olivera Rodriguez
14 Ylma Felix	14269 Island Point	415 204-8810	Ylma Felix
15 Summer Martinez	3349 Tierra Fertil	915 691-3372	Summer Martinez
16 Jose Lopez	14148 Lasso Rock	915-309-7665	Jose Lopez
17 Jody Janisse	3004 Fierro	915 257 7720	Jody Janisse
18 Isaac Dragano	2807 Anise.	915-253-6457	Isaac Dragano
19 Susan Lara	14245 Spanish Point	915 740-3060	Susan Lara
20 Cassie Caldera	11021 Spencer	(915) 227-2870	Cassie Caldera

Neighbors in favor of Rezoning and Special Permit for Ballroom Corner of Edgemere and Tierra Fertil		Case No. PZR217-00031 and PZST17-00037
Name	Address	Phone
1 Valeria Guedes	11905 Bravelhurst	(915) 856-1957
2 Valeria Rodriguez	12255 Tierra Bella Dr	(915) 328-3498
3 Anel Soto	12340 Tierra madre	9151471-1351
4 Sydney Marquez	0700 Alhambra Trails	9151502-1803
5 Paul Gorman	14549 Altam Daks	915 5402073
6 Elisaa Salinas	3925 Las casitas	915 8018515
7 Brianne Gutierrez	2044 Shadys ridge Dr	915-420-7313
8 Sergio Garcia	12257 Tierra Reina	915-317-9128
9 Debbie C. Miller	3052 Brian Isabel	915-269-0873
10 Yiana Almanza	3277 Perla Point D	915-222-5946
11 Karla Martinez	3512 Tierra Perla	915) 521-3181
12 Jose Castillo	14209 Silver Point Ave	915 706-7720
13 Ishiko Reiford	112900 Edgemere	915-921-6702
14 Carmen Campe	12966 Edgemere	915 921 6702
15 Alvinde Soria	514 Tawny Oaks	915 226 5555
16 Estelita Flores	2701 Tawny A KRNLD	915 740-0566
17 Javier Hernandez	124339 Serrano Flores	915 845-6814
18 Erick Garcia	3012 Garden Rock	915/2036294
19 Nancy Perez	14821 Drstan Artists Ave.	915) 345-0783
20 Edgar Acuña	3480 Oscar m Sh	915) 496-5789

Signature



Recommendation/Public Input

- **Planning Division recommendation:** Approval
- **CPC Vote:** Denial Recommendation (7-0)
- **Public Input:** Planning Division received five letters and a petition with 25 signatures in opposition and a petition with 100 signatures in support of the request.

Two people attended the CPC hearing and spoke against the request.

Three people attended the CPC hearing and spoke in favor of the request.

- **This is an appeal case and a 211 case.**

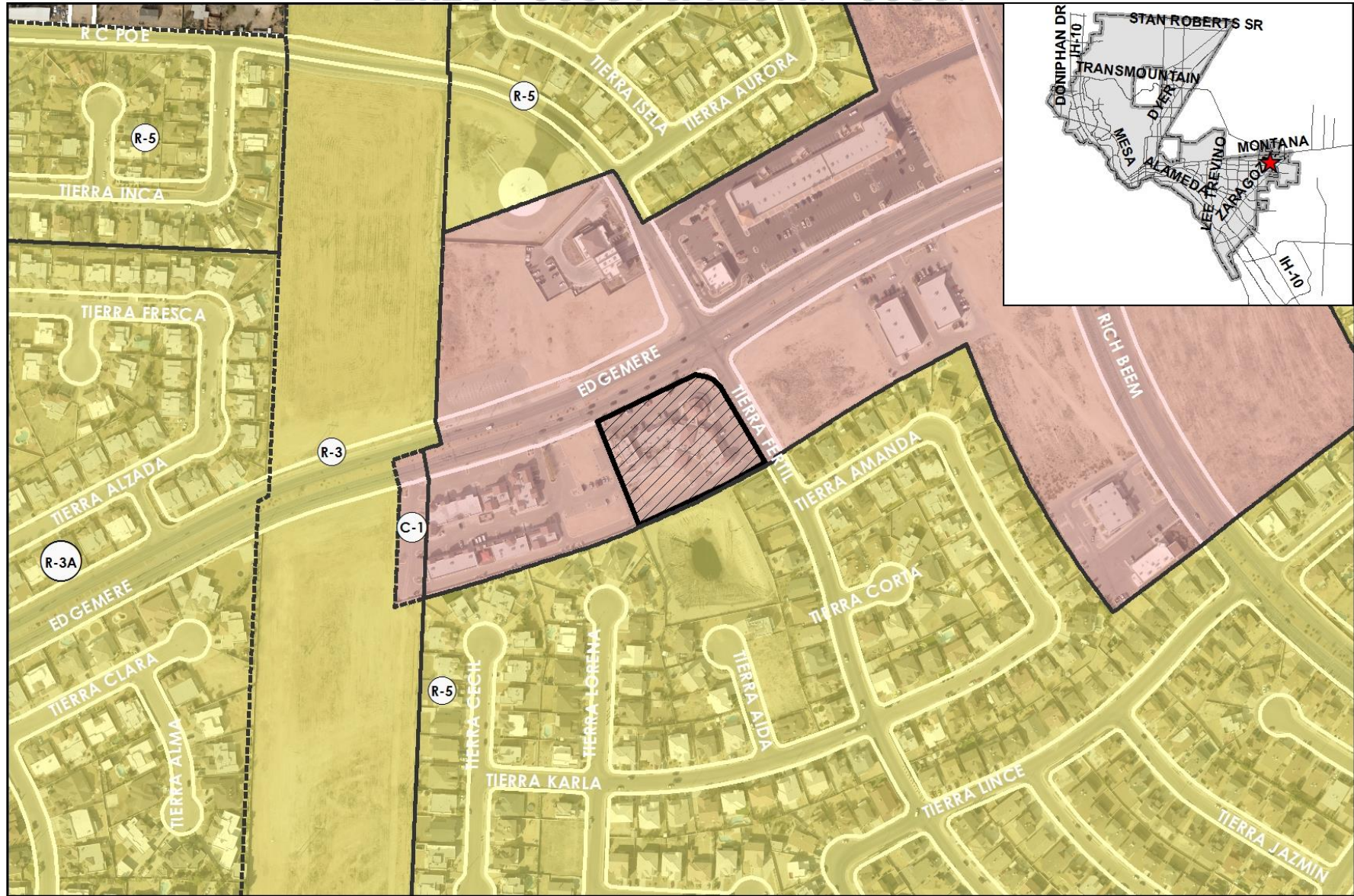
Strategic Goal #3 Promote the Visual Image of El Paso

3.1 Provide business friendly permitting and inspection processes

3.2 Improve the visual impression of the community



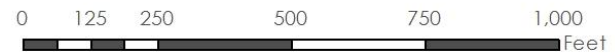
PZRZ17-00031 & PZST17-00037



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property



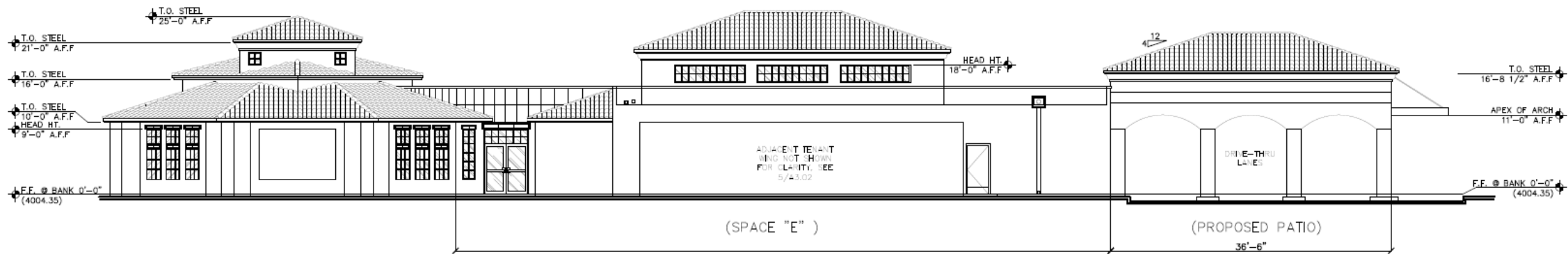


PZRZ17-00031 & PZST17-00037



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



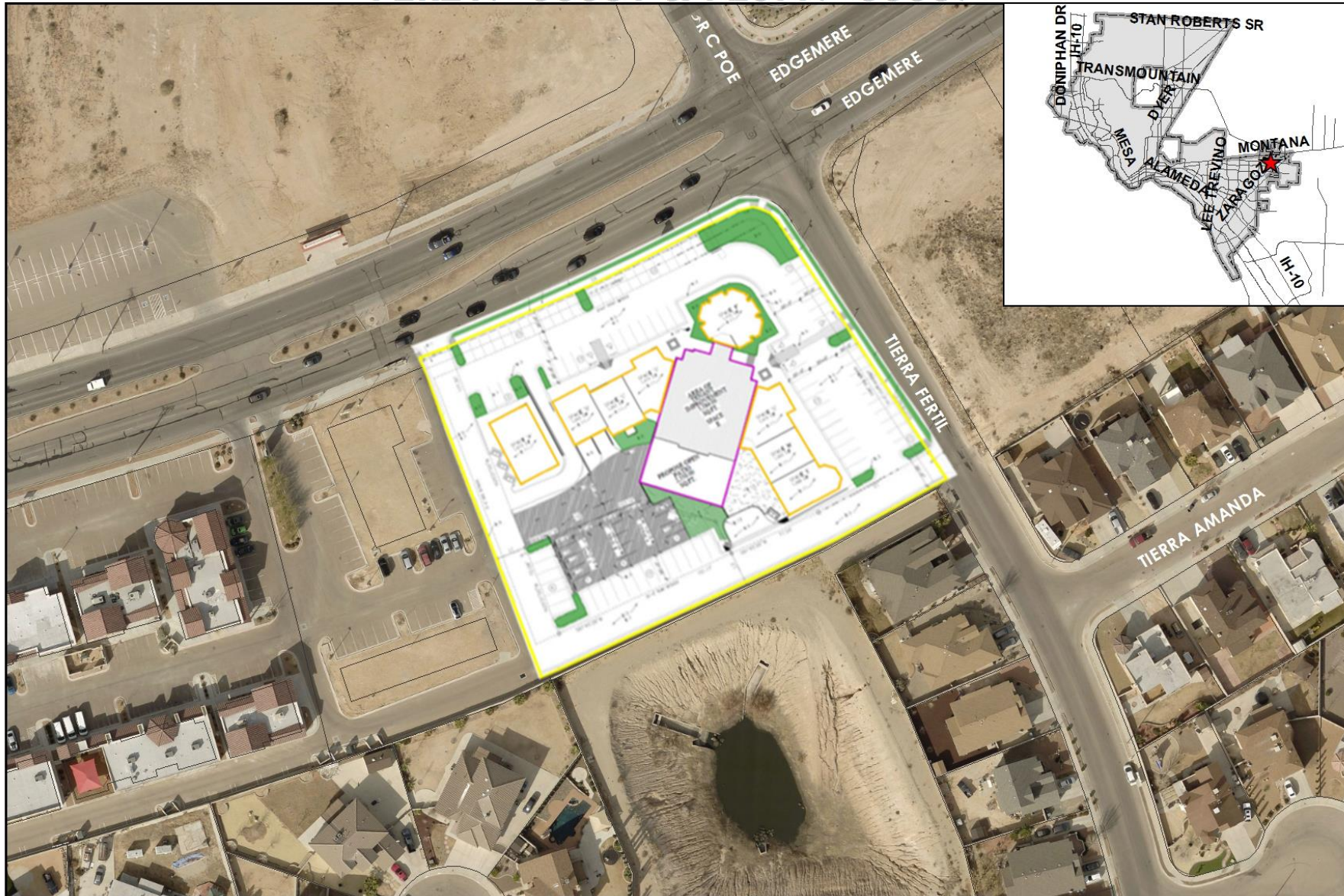


EXISTING ELEVATION

NOT TO SCALE



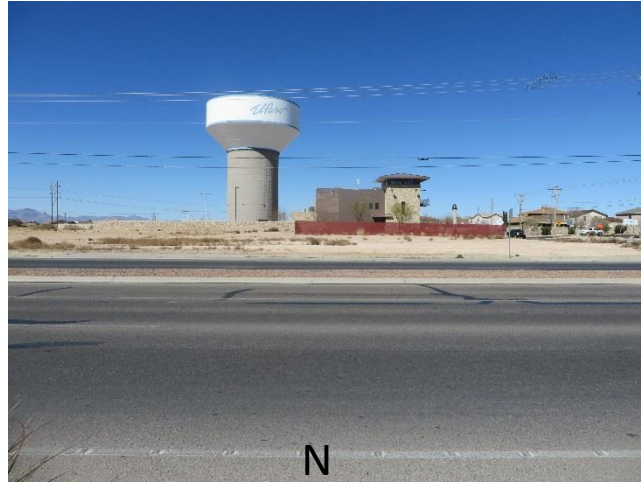
PZRZ17-00031 & PZST17-00037



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.







N



W



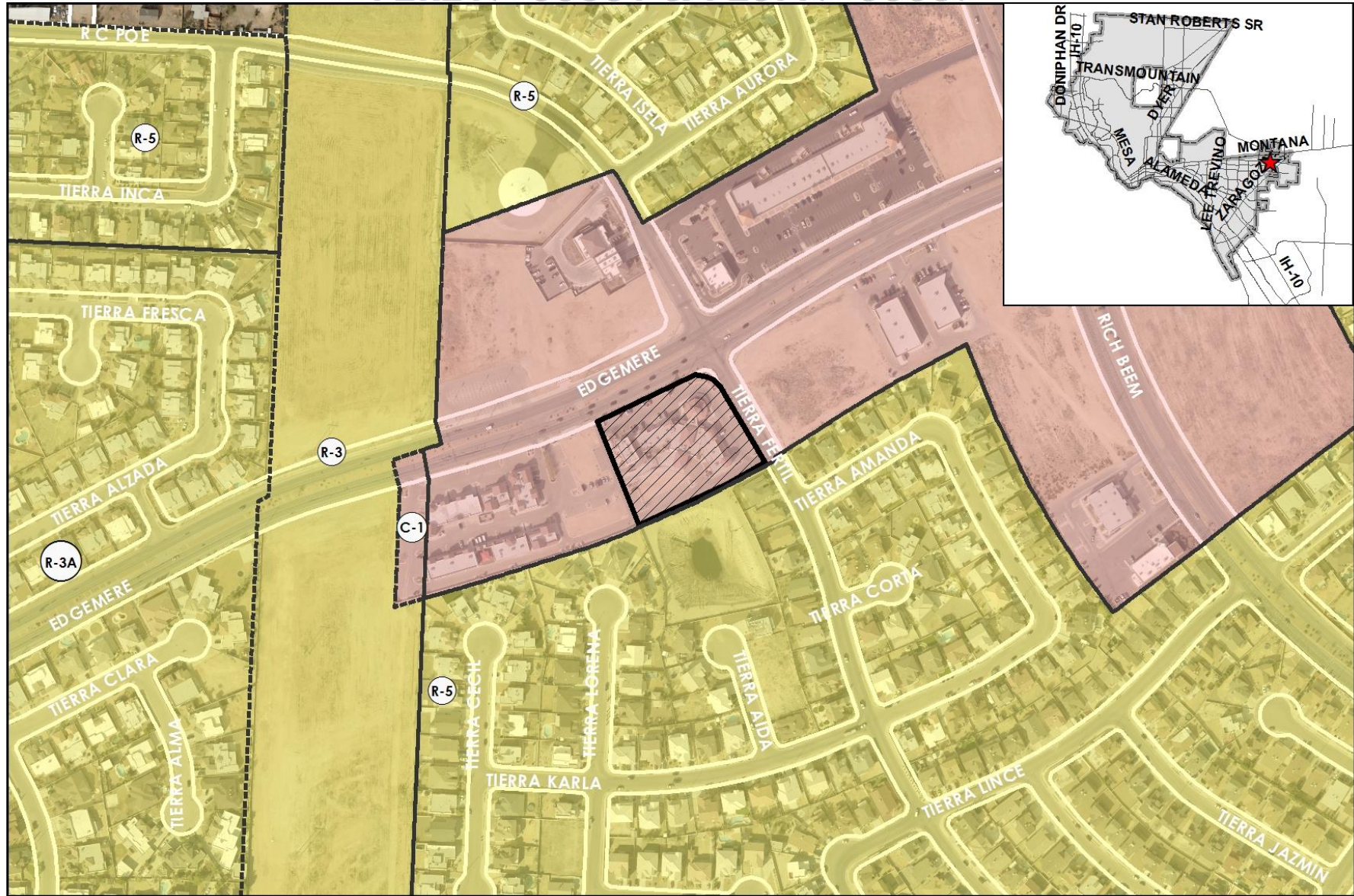
E



S



PZRZ17-00031 & PZST17-00037



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

