

**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 granting Special Permit No. PZST17-00037, to allow for a ballroom on the property described as Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso, El Paso County, Texas, pursuant to Section 20.10.260 of the El Paso City Code. The penalty being as provided in Chapter 20.24 of the El Paso City Code. Subject Property: 12798 Edgemere Boulevard. Property Owner: Dual Enterprises, LLC. PZST17-00037 (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 special permit request.

PRIOR COUNCIL ACTION:

There is no prior City Council action on this special permit 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:  Victor Morrison-Vega
Planning and Inspection Department

APPROVED FOR AGENDA:

CITY MANAGER: _____

DATE: _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST17-00037, TO ALLOW FOR A BALLROOM ON THE PROPERTY DESCRIBED AS LOT 1, BLOCK 166, TIERRA DEL ESTE UNIT 48, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the Dual Enterprises, LLC, has applied for a Special Permit under Section 20.10.240 of the El Paso City Code to allow for a ballroom; and,

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended denial of the subject Special Permit; and

WHEREAS, Dual Enterprises, LLC has appealed the City Plan Commission's recommendation to City Council;

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a C-2 (Commercial) District:
Lot 1, Block 166, Tierra Del Este Unit 48, City of El Paso, El Paso County, Texas; and,
2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for ballroom on the property described in Paragraph 1 of this Ordinance; and,
3. That this Special Permit is issued subject to the development standards in the C-2 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "A" and is incorporated herein by reference for all purposes; and,
4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST17-00037, shall be subject to termination; construction

or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2018.

THE CITY OF EL PASO

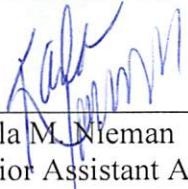
ATTEST:

Dee Margo
Mayor

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Karla M. Nieman
Senior Assistant Attorney

Victor Morrison-Vega,
Planning & Inspections Department

MEMORANDUM

DATE: April 11, 2018 - **REVISED**
TO: The Honorable Mayor and City Council
Tommy Gonzalez, City Manager
FROM: Andrew Salloum, Senior Planner
SUBJECT: **PZST17-00037**

The City Plan Commission (CPC), on February 8, 2018, voted 7-0 to recommend **denial** of the special permit to allow for a ballroom use in the C-2 (Commercial) zone district.

The CPC found that the special permit is not in conformance with Plan El Paso. The CPC also determined that the special permit does not protect the best interest, health, safety and welfare of the public in general; that the proposed use is not compatible with adjacent land uses; and the special permit 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 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

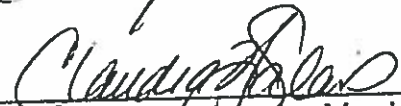
DUAL ENTERPRISES, LLC
12798 Edgemere Blvd., Suite F
El Paso, Texas 79938
(915) 922-7525

- 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

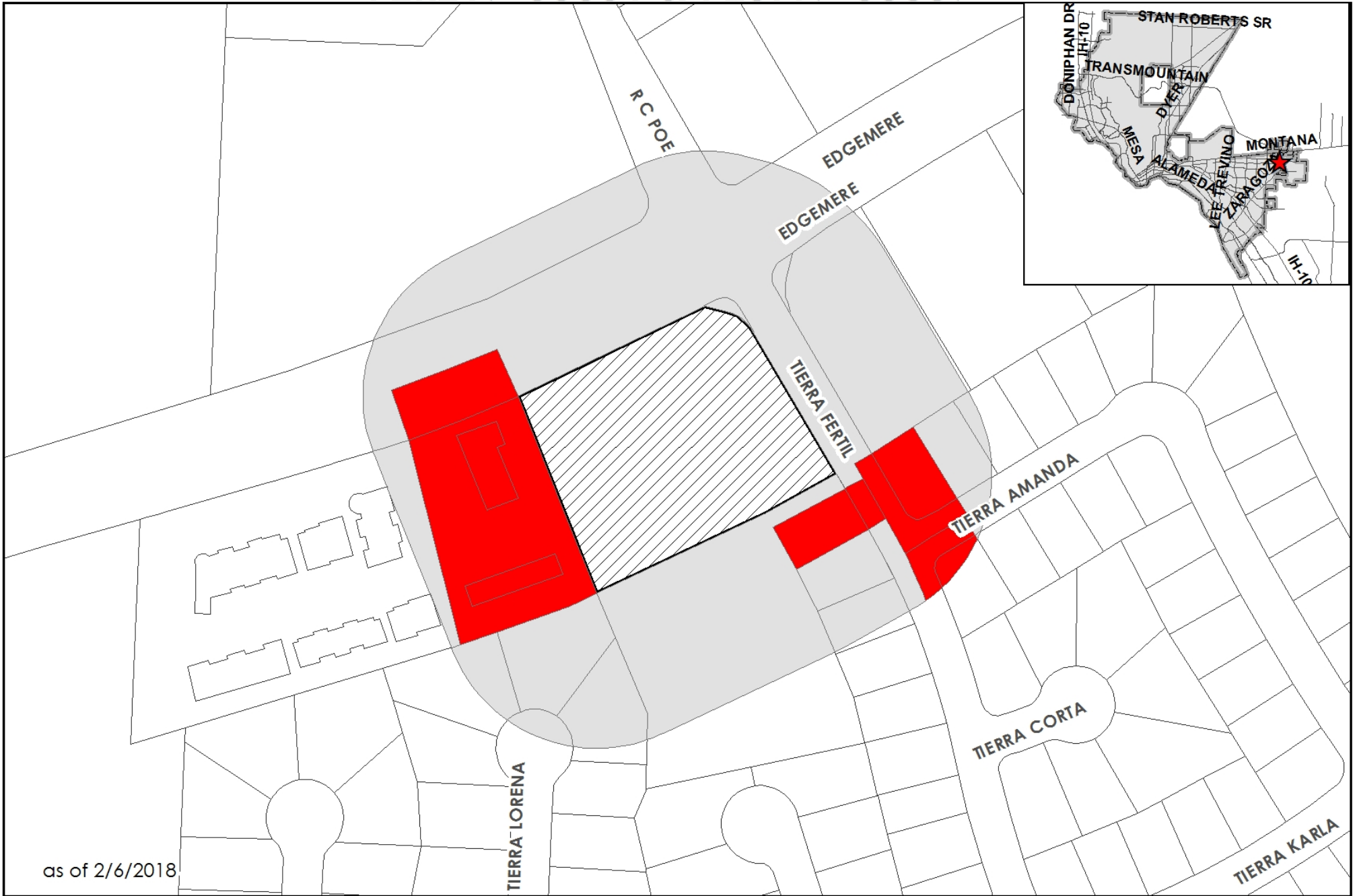
I hereby request the City Council to review the decision of the _____
City Plan Commission AND CONSIDER MY REQUEST

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)**



PZST17-00037 Special Permit

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

OWNER: Dual Enterprises, LLC

APPLICANT: Joe O'Leary

REPRESENTATIVE: Sonia Barrantey

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: Special Permit approval to allow for ballroom in C-2 (Commercial) zone district

RELATED APPLICATIONS: PZRZ17-00031, Rezoning

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

STAFF RECOMMENDATION: Approval (see pages 1—5 for basis of recommendation)

SUMMARY OF REQUEST: The applicant is requesting a special permit to allow for a ballroom use in the C-2 (Commercial) zone district. The site plan shows a leased 5,584 sq. ft. suite and new 2,550 open patio area for a ballroom. The development requires a minimum of 57 parking spaces and the applicant is providing 57 parking spaces. Access to the subject property is provided from Edgemere Boulevard and Tierra Fertil Drive.

SUMMARY OF RECOMMENDATION: The Planning Division recommends approval of the requests for special permit and detailed site development plan review for a ballroom as it complies with Sections 20.04.260 and 20.04.320, Special Permit, 20.04.150, Detailed Site Development Plan, and the Plan El Paso land use designation G-4, Suburban (Walkable) in the East Planning area.



DESCRIPTION OF REQUEST

The applicant is requesting a special permit and detailed site development plan approval to allow for the ballroom use in a C-2 district. The detailed site development plan shows a leased 5,584 sq. ft. suite and new 2,550 open patio area for a ballroom. The development requires a minimum of 57 parking spaces and the applicant is providing 57 parking spaces. The development complies with the minimum landscape area requirements of Title 18.46. Access to the subject property is provided from Edgemere Boulevard and Tierra Fertil Drive.

SPECIAL PERMIT REQUIREMENTS

To grant the special permit to allow for a ballroom, the applicant must comply with the following standards, per 20.04.260 & 20.04.320, Special Permit and 20.04.150, Detailed Site Development Plan.

20.04.260 & 20.04.0320 Special Permit	DOES IT COMPLY?
A. Building and occupancy permits shall not be issued to any building or use identified in this title as requiring a special permit until after approval of such special permit by the city council.	Yes. Ballroom is a permitted use in C-2 (Commercial) zone district with an approved Special Permit and Detailed Site Development Plan as identified by the zone district use regulations.
D. The city council, after hearing and report by the city plan commission, may approve a special permit upon a finding that the proposed development meets the following minimum requirements necessary to protect the public health, safety and general welfare of the community:	Yes, the proposed use complies the 20.04.320 D 1-8, as further explained below.
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located; complies with any special standards applicable to the particular type of development being proposed, or to the particular area in which the development is proposed; complies with any special approvals required in connection with such development or area;	Yes, the proposed development complies with setbacks and proposed tenant for existing commercial shopping center's adequate parking is provided.
2. The proposed development is in accordance with and in furtherance of the plan for El Paso, any special neighborhood plans or policies adopted by the city regarding the development area, or any approved concept plan;	Yes. The subject property, and the proposed development for it, meet the intent of the G-4, Suburban (Walkable) Future Land Use Map designation.
3. The proposed development is adequately served by and will not impose an undue burden upon the public improvements and rights-of-way by which it will be served or benefited, or which exist or are planned for	Yes, A TIA is not required. No negative comments from any reviewing departments were received.

<p>installation within its boundaries or their immediate vicinity. A traffic impact study may be required to determine the effects of the proposed development on the public rights-of-way;</p>	
<p>4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development;</p>	<p>No new construction is proposed other than interior remodeling and the addition of a patio to serve the proposed ballroom.</p>
<p>5. The design of the proposed development mitigates substantial environmental problems;</p>	<p>It does not apply to the existing building/use.</p>
<p>6. The proposed development provides adequate landscaping and/or screening where needed to reduce visibility to adjacent uses;</p>	<p>The development complies with the minimum landscape area requirements of Title 18.46. No additional screening is necessary between the subject property and its neighbors.</p>
<p>7. The proposed development is compatible with adjacent structures and uses;</p>	<p>The ballroom is compatible with adjacent retail, restaurant, office, and bar uses.</p>
<p>8. The proposed development is not materially detrimental to the enjoyment or valuation of the property adjacent to the site.</p>	<p>The proposed use will no negative affect adjacent uses on the site.</p>



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 to the rezoning request, see attachment 6 and 7.

STAFF COMMENTS: No objections to proposed special permit and detailed site development plan approval. No reviewing departments had any comments. The applicant will need to coordinate with the El Paso Water Utility to establish service at the subject property. Applicant is responsible for obtaining all applicable permits and approvals prior to any construction or change in occupancy.

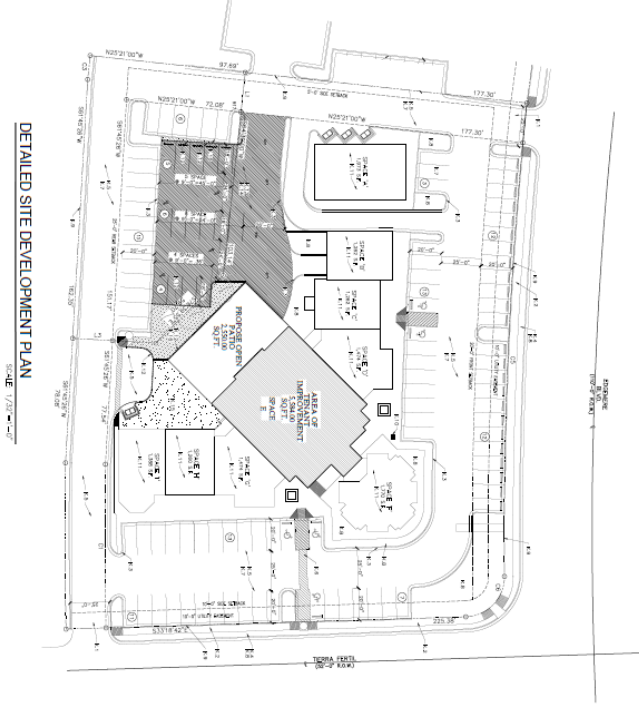
OTHER APPLICABLE FACTORS: Approval of the site plans by CPC constitutes a determination that the applicant is in compliance with the minimum provisions. Applicant is responsible for the adequacy of such plans, insuring that stormwater is in compliance with ordinances, codes, DSC, and DDM. Failure to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

ATTACHMENTS:

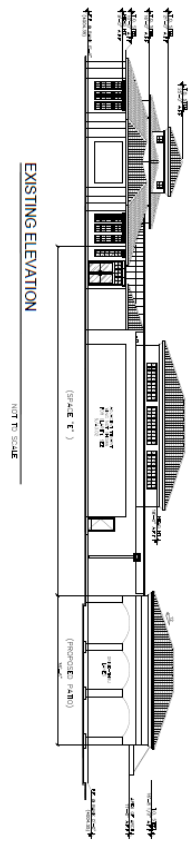
1. Site Plan
2. Zoning Map
3. Future Land Use Map
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Five letters and a petition with 25 signatures in Opposition
7. A petition with 100 signatures in Support

ATTACHMENT 1

Detailed Site Development Plan



DETAILED SITE DEVELOPMENT PLAN
SCALE: 1/2" = 1'-0"



EXISTING ELEVATION
NOT TO SCALE

KEYED NOTES

- K.1 EXISTING CONC. DRIVE
- K.2 EXISTING CONC. DRIVE
- K.3 EXISTING CONC. DRIVE
- K.4 EXISTING CONC. DRIVE
- K.5 EXISTING CONC. DRIVE
- K.6 EXISTING CONC. DRIVE
- K.7 EXISTING CONC. DRIVE
- K.8 EXISTING CONC. DRIVE
- K.9 EXISTING CONC. DRIVE
- K.10 EXISTING CONC. DRIVE
- K.11 EXISTING CONC. DRIVE

TENANT IMPROVEMENT BUILDING AREA

1,530 SQ. FT. OF TENANT IMPROVEMENT

HIC ACCESSIBLE PARKING SPACES

NUMBER OF HIC ACCESSIBLE SPACES	3
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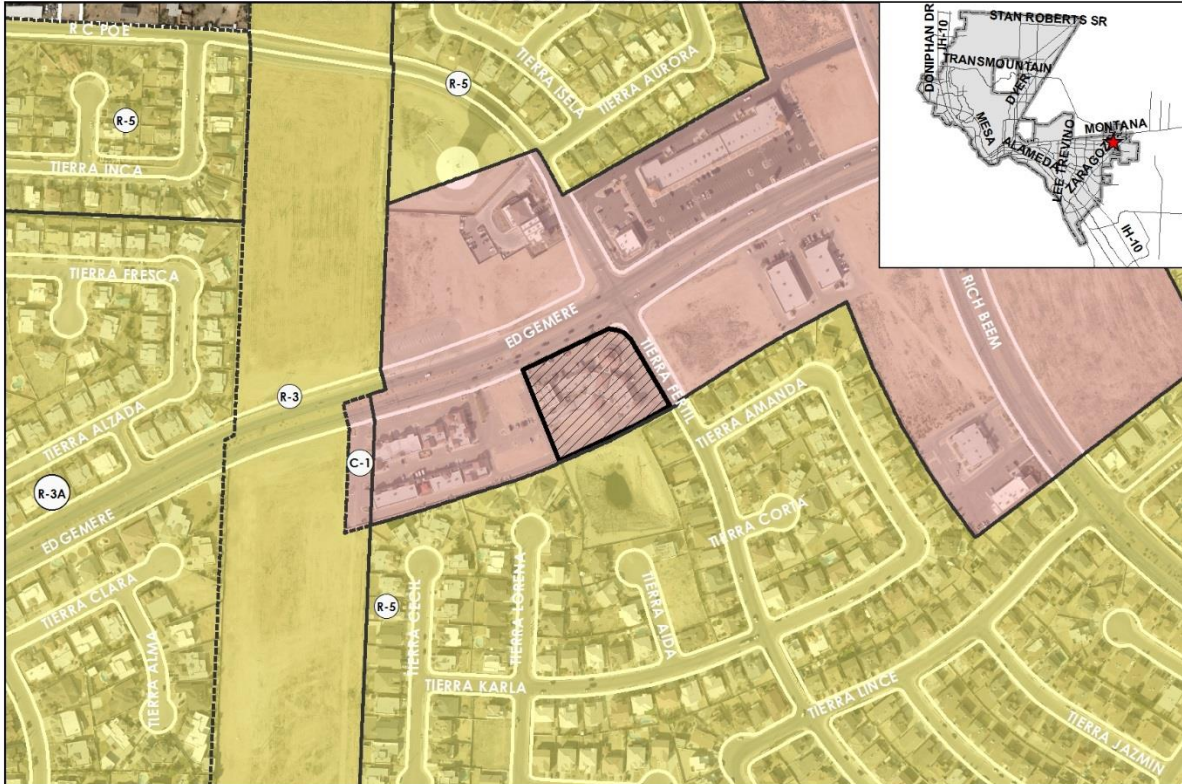
PARKING CALCULATION

SPACE	BUILDING SIZE	TOTAL	PROVIDED
DRIVE	1,031.00 SQ. FT.	1,031	10 SPACES
DRIVE	1,282.00 SQ. FT.	1,282	10 SPACES
DRIVE	1,474.00 SQ. FT.	1,474	11 SPACES
DRIVE	1,719.00 SQ. FT.	1,719	14 SPACES
DRIVE	1,944.00 SQ. FT.	1,944	16 SPACES
DRIVE	2,268.00 SQ. FT.	2,268	19 SPACES
DRIVE	2,592.00 SQ. FT.	2,592	22 SPACES
DRIVE	2,916.00 SQ. FT.	2,916	25 SPACES
DRIVE	3,240.00 SQ. FT.	3,240	28 SPACES
DRIVE	3,564.00 SQ. FT.	3,564	31 SPACES
DRIVE	3,888.00 SQ. FT.	3,888	34 SPACES
DRIVE	4,212.00 SQ. FT.	4,212	37 SPACES
DRIVE	4,536.00 SQ. FT.	4,536	40 SPACES
DRIVE	4,860.00 SQ. FT.	4,860	43 SPACES
DRIVE	5,184.00 SQ. FT.	5,184	46 SPACES
DRIVE	5,508.00 SQ. FT.	5,508	49 SPACES
DRIVE	5,832.00 SQ. FT.	5,832	52 SPACES
DRIVE	6,156.00 SQ. FT.	6,156	55 SPACES
DRIVE	6,480.00 SQ. FT.	6,480	58 SPACES
DRIVE	6,804.00 SQ. FT.	6,804	61 SPACES
DRIVE	7,128.00 SQ. FT.	7,128	64 SPACES
DRIVE	7,452.00 SQ. FT.	7,452	67 SPACES
DRIVE	7,776.00 SQ. FT.	7,776	70 SPACES
DRIVE	8,100.00 SQ. FT.	8,100	73 SPACES
DRIVE	8,424.00 SQ. FT.	8,424	76 SPACES
DRIVE	8,748.00 SQ. FT.	8,748	79 SPACES
DRIVE	9,072.00 SQ. FT.	9,072	82 SPACES
DRIVE	9,396.00 SQ. FT.	9,396	85 SPACES
DRIVE	9,720.00 SQ. FT.	9,720	88 SPACES
DRIVE	10,044.00 SQ. FT.	10,044	91 SPACES
DRIVE	10,368.00 SQ. FT.	10,368	94 SPACES
DRIVE	10,692.00 SQ. FT.	10,692	97 SPACES
DRIVE	11,016.00 SQ. FT.	11,016	100 SPACES
DRIVE	11,340.00 SQ. FT.	11,340	103 SPACES
DRIVE	11,664.00 SQ. FT.	11,664	106 SPACES
DRIVE	11,988.00 SQ. FT.	11,988	109 SPACES
DRIVE	12,312.00 SQ. FT.	12,312	112 SPACES
DRIVE	12,636.00 SQ. FT.	12,636	115 SPACES
DRIVE	12,960.00 SQ. FT.	12,960	118 SPACES
DRIVE	13,284.00 SQ. FT.	13,284	121 SPACES
DRIVE	13,608.00 SQ. FT.	13,608	124 SPACES
DRIVE	13,932.00 SQ. FT.	13,932	127 SPACES
DRIVE	14,256.00 SQ. FT.	14,256	130 SPACES
DRIVE	14,580.00 SQ. FT.	14,580	133 SPACES
DRIVE	14,904.00 SQ. FT.	14,904	136 SPACES
DRIVE	15,228.00 SQ. FT.	15,228	139 SPACES
DRIVE	15,552.00 SQ. FT.	15,552	142 SPACES
DRIVE	15,876.00 SQ. FT.	15,876	145 SPACES
DRIVE	16,200.00 SQ. FT.	16,200	148 SPACES
DRIVE	16,524.00 SQ. FT.	16,524	151 SPACES
DRIVE	16,848.00 SQ. FT.	16,848	154 SPACES
DRIVE	17,172.00 SQ. FT.	17,172	157 SPACES
DRIVE	17,496.00 SQ. FT.	17,496	160 SPACES
DRIVE	17,820.00 SQ. FT.	17,820	163 SPACES
DRIVE	18,144.00 SQ. FT.	18,144	166 SPACES
DRIVE	18,468.00 SQ. FT.	18,468	169 SPACES
DRIVE	18,792.00 SQ. FT.	18,792	172 SPACES
DRIVE	19,116.00 SQ. FT.	19,116	175 SPACES
DRIVE	19,440.00 SQ. FT.	19,440	178 SPACES
DRIVE	19,764.00 SQ. FT.	19,764	181 SPACES
DRIVE	20,088.00 SQ. FT.	20,088	184 SPACES
DRIVE	20,412.00 SQ. FT.	20,412	187 SPACES
DRIVE	20,736.00 SQ. FT.	20,736	190 SPACES
DRIVE	21,060.00 SQ. FT.	21,060	193 SPACES
DRIVE	21,384.00 SQ. FT.	21,384	196 SPACES
DRIVE	21,708.00 SQ. FT.	21,708	199 SPACES
DRIVE	22,032.00 SQ. FT.	22,032	202 SPACES
DRIVE	22,356.00 SQ. FT.	22,356	205 SPACES
DRIVE	22,680.00 SQ. FT.	22,680	208 SPACES
DRIVE	23,004.00 SQ. FT.	23,004	211 SPACES
DRIVE	23,328.00 SQ. FT.	23,328	214 SPACES
DRIVE	23,652.00 SQ. FT.	23,652	217 SPACES
DRIVE	23,976.00 SQ. FT.	23,976	220 SPACES
DRIVE	24,300.00 SQ. FT.	24,300	223 SPACES
DRIVE	24,624.00 SQ. FT.	24,624	226 SPACES
DRIVE	24,948.00 SQ. FT.	24,948	229 SPACES
DRIVE	25,272.00 SQ. FT.	25,272	232 SPACES
DRIVE	25,596.00 SQ. FT.	25,596	235 SPACES
DRIVE	25,920.00 SQ. FT.	25,920	238 SPACES
DRIVE	26,244.00 SQ. FT.	26,244	241 SPACES
DRIVE	26,568.00 SQ. FT.	26,568	244 SPACES
DRIVE	26,892.00 SQ. FT.	26,892	247 SPACES
DRIVE	27,216.00 SQ. FT.	27,216	250 SPACES
DRIVE	27,540.00 SQ. FT.	27,540	253 SPACES
DRIVE	27,864.00 SQ. FT.	27,864	256 SPACES
DRIVE	28,188.00 SQ. FT.	28,188	259 SPACES
DRIVE	28,512.00 SQ. FT.	28,512	262 SPACES
DRIVE	28,836.00 SQ. FT.	28,836	265 SPACES
DRIVE	29,160.00 SQ. FT.	29,160	268 SPACES
DRIVE	29,484.00 SQ. FT.	29,484	271 SPACES
DRIVE	29,808.00 SQ. FT.	29,808	274 SPACES
DRIVE	30,132.00 SQ. FT.	30,132	277 SPACES
DRIVE	30,456.00 SQ. FT.	30,456	280 SPACES
DRIVE	30,780.00 SQ. FT.	30,780	283 SPACES
DRIVE	31,104.00 SQ. FT.	31,104	286 SPACES
DRIVE	31,428.00 SQ. FT.	31,428	289 SPACES
DRIVE	31,752.00 SQ. FT.	31,752	292 SPACES
DRIVE	32,076.00 SQ. FT.	32,076	295 SPACES
DRIVE	32,400.00 SQ. FT.	32,400	298 SPACES
DRIVE	32,724.00 SQ. FT.	32,724	301 SPACES
DRIVE	33,048.00 SQ. FT.	33,048	304 SPACES
DRIVE	33,372.00 SQ. FT.	33,372	307 SPACES
DRIVE	33,696.00 SQ. FT.	33,696	310 SPACES
DRIVE	34,020.00 SQ. FT.	34,020	313 SPACES
DRIVE	34,344.00 SQ. FT.	34,344	316 SPACES
DRIVE	34,668.00 SQ. FT.	34,668	319 SPACES
DRIVE	34,992.00 SQ. FT.	34,992	322 SPACES
DRIVE	35,316.00 SQ. FT.	35,316	325 SPACES
DRIVE	35,640.00 SQ. FT.	35,640	328 SPACES
DRIVE	35,964.00 SQ. FT.	35,964	331 SPACES
DRIVE	36,288.00 SQ. FT.	36,288	334 SPACES
DRIVE	36,612.00 SQ. FT.	36,612	337 SPACES
DRIVE	36,936.00 SQ. FT.	36,936	340 SPACES
DRIVE	37,260.00 SQ. FT.	37,260	343 SPACES
DRIVE	37,584.00 SQ. FT.	37,584	346 SPACES
DRIVE	37,908.00 SQ. FT.	37,908	349 SPACES
DRIVE	38,232.00 SQ. FT.	38,232	352 SPACES
DRIVE	38,556.00 SQ. FT.	38,556	355 SPACES
DRIVE	38,880.00 SQ. FT.	38,880	358 SPACES
DRIVE	39,204.00 SQ. FT.	39,204	361 SPACES
DRIVE	39,528.00 SQ. FT.	39,528	364 SPACES
DRIVE	39,852.00 SQ. FT.	39,852	367 SPACES
DRIVE	40,176.00 SQ. FT.	40,176	370 SPACES
DRIVE	40,500.00 SQ. FT.	40,500	373 SPACES
DRIVE	40,824.00 SQ. FT.	40,824	376 SPACES
DRIVE	41,148.00 SQ. FT.	41,148	379 SPACES
DRIVE	41,472.00 SQ. FT.	41,472	382 SPACES
DRIVE	41,796.00 SQ. FT.	41,796	385 SPACES
DRIVE	42,120.00 SQ. FT.	42,120	388 SPACES
DRIVE	42,444.00 SQ. FT.	42,444	391 SPACES
DRIVE	42,768.00 SQ. FT.	42,768	394 SPACES
DRIVE	43,092.00 SQ. FT.	43,092	397 SPACES
DRIVE	43,416.00 SQ. FT.	43,416	400 SPACES
DRIVE	43,740.00 SQ. FT.	43,740	403 SPACES
DRIVE	44,064.00 SQ. FT.	44,064	406 SPACES
DRIVE	44,388.00 SQ. FT.	44,388	409 SPACES
DRIVE	44,712.00 SQ. FT.	44,712	412 SPACES
DRIVE	45,036.00 SQ. FT.	45,036	415 SPACES
DRIVE	45,360.00 SQ. FT.	45,360	418 SPACES
DRIVE	45,684.00 SQ. FT.	45,684	421 SPACES
DRIVE	46,008.00 SQ. FT.	46,008	424 SPACES
DRIVE	46,332.00 SQ. FT.	46,332	427 SPACES
DRIVE	46,656.00 SQ. FT.	46,656	430 SPACES
DRIVE	46,980.00 SQ. FT.	46,980	433 SPACES
DRIVE	47,304.00 SQ. FT.	47,304	436 SPACES
DRIVE	47,628.00 SQ. FT.	47,628	439 SPACES
DRIVE	47,952.00 SQ. FT.	47,952	442 SPACES
DRIVE	48,276.00 SQ. FT.	48,276	445 SPACES
DRIVE	48,600.00 SQ. FT.	48,600	448 SPACES
DRIVE	48,924.00 SQ. FT.	48,924	451 SPACES
DRIVE	49,248.00 SQ. FT.	49,248	454 SPACES
DRIVE	49,572.00 SQ. FT.	49,572	457 SPACES
DRIVE	49,896.00 SQ. FT.	49,896	460 SPACES
DRIVE	50,220.00 SQ. FT.	50,220	463 SPACES
DRIVE	50,544.00 SQ. FT.	50,544	466 SPACES
DRIVE	50,868.00 SQ. FT.	50,868	469 SPACES
DRIVE	51,192.00 SQ. FT.	51,192	472 SPACES
DRIVE	51,516.00 SQ. FT.	51,516	475 SPACES
DRIVE	51,840.00 SQ. FT.	51,840	478 SPACES
DRIVE	52,164.00 SQ. FT.	52,164	481 SPACES
DRIVE	52,488.00 SQ. FT.	52,488	484 SPACES
DRIVE	52,812.00 SQ. FT.	52,812	487 SPACES
DRIVE	53,136.00 SQ. FT.	53,136	490 SPACES
DRIVE	53,460.00 SQ. FT.	53,460	493 SPACES
DRIVE	53,784.00 SQ. FT.	53,784	496 SPACES
DRIVE	54,108.00 SQ. FT.	54,108	499 SPACES
DRIVE	54,432.00 SQ. FT.	54,432	502 SPACES
DRIVE	54,756.00 SQ. FT.	54,756	505 SPACES
DRIVE	55,080.00 SQ. FT.	55,080	508 SPACES
DRIVE	55,404.00 SQ. FT.	55,404	511 SPACES
DRIVE	55,728.00 SQ. FT.	55,728	514 SPACES
DRIVE	56,052.00 SQ. FT.	56,052	517 SPACES
DRIVE	56,376.00 SQ. FT.	56,376	520 SPACES
DRIVE	56,700.00 SQ. FT.	56,700	523 SPACES
DRIVE	57,024.00 SQ. FT.	57,024	526 SPACES
DRIVE	57,348.00 SQ. FT.	57,348	529 SPACES
DRIVE	57,672.00 SQ. FT.	57,672	532 SPACES
DRIVE	57,996.00 SQ. FT.	57,996	535 SPACES
DRIVE	58,320.00 SQ. FT.	58,320	538 SPACES
DRIVE	58,644.00 SQ. FT.	58,644	541 SPACES
DRIVE	58,968.00 SQ. FT.	58,968	544 SPACES
DRIVE	59,292.00 SQ. FT.	59,292	547 SPACES
DRIVE	59,616.00 SQ. FT.	59,616	550 SPACES
DRIVE	59,940.00 SQ. FT.	59,940	553 SPACES
DRIVE	60,264.00 SQ. FT.	60,264	556 SPACES
DRIVE	60,588.00 SQ. FT.	60,588	559 SPACES
DRIVE	60,912.00 SQ. FT.	60,912	562 SPACES
DRIVE	61,236.00 SQ. FT.	61,236	565 SPACES
DRIVE	61,560.00 SQ. FT.	61,560	568 SPACES
DRIVE	61,884.00 SQ. FT.	61,884	571 SPACES
DRIVE	62,208.00 SQ. FT.	62,208	574 SPACES
DRIVE	62,532.00 SQ. FT.	62,532	577 SPACES
DRIVE	62,856.00 SQ. FT.	62,856	580 SPACES
DRIVE	63,180.00 SQ. FT.	63,180	583 SPACES
DRIVE	63,504.00 SQ. FT.	63,504	586 SPACES
DRIVE	63,828.00 SQ. FT.	63,828	589 SPACES
DRIVE	64,152.00 SQ. FT.	64,152	592 SPACES
DRIVE	64,476.00 SQ. FT.	64,476	595 SPACES
DRIVE	64,800.00 SQ. FT.	64,800	598 SPACES
DRIVE	65,124.00 SQ. FT.	65,124	601 SPACES
DRIVE	65,448.00 SQ. FT.	65,448	604 SPACES
DRIVE	65,772.00 SQ. FT.	65,772	607 SPACES
DRIVE	66,096.00 SQ. FT.	66,096	610 SPACES
DRIVE	66,420.00 SQ. FT.	66,420	613 SPACES
DRIVE	66,744.00 SQ. FT.	66,744	616 SPACES
DRIVE	67,068.00 SQ. FT.	67,068	619 SPACES

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 & Inspections Department Planning Division makes no claim to its accuracy or completeness.



 Subject Property

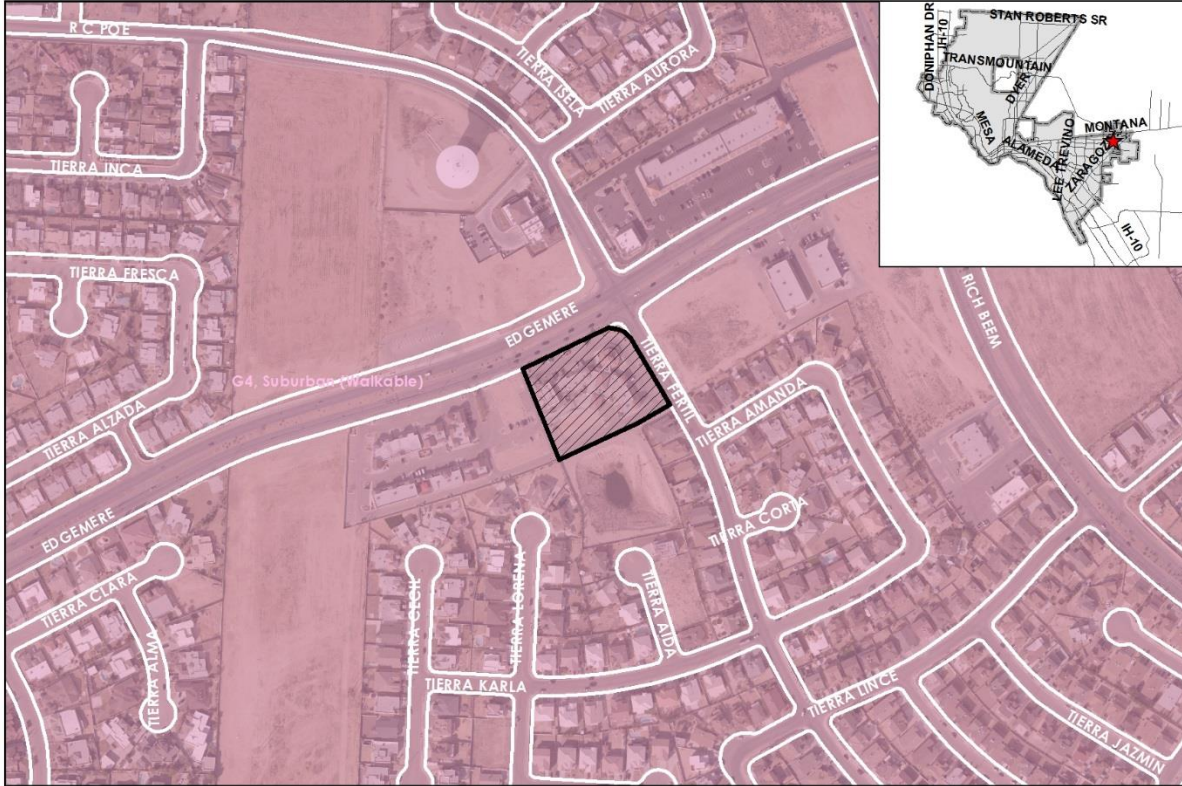
0 125 250 500 750 1,000 Feet



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 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

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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 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

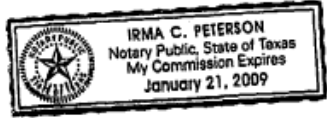
LAND BARONS OF EL PASO DEL NORTE, L.L.C.

By: [Signature]
Ron Costa, Manager

By: [Signature]
John Martin, Manager

STATE OF TEXAS)
COUNTY OF EL PASO)

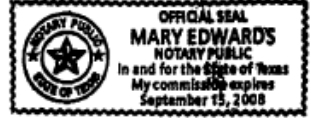
This instrument was acknowledged before me on this 24th day of Dec, 2007, by Douglas R. McLean, President of First National Bank, a national banking association, on behalf of said association.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
COUNTY OF EL PASO)

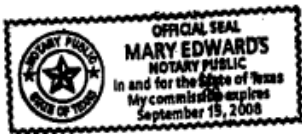
This instrument was acknowledged before me on this 7th day of January, 2007, by Ron Costa, Manager of Land Barons of El Paso Del Norte, L.L.C., a Texas limited liability company, on behalf of said company.



[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
)
COUNTY OF EL PASO)

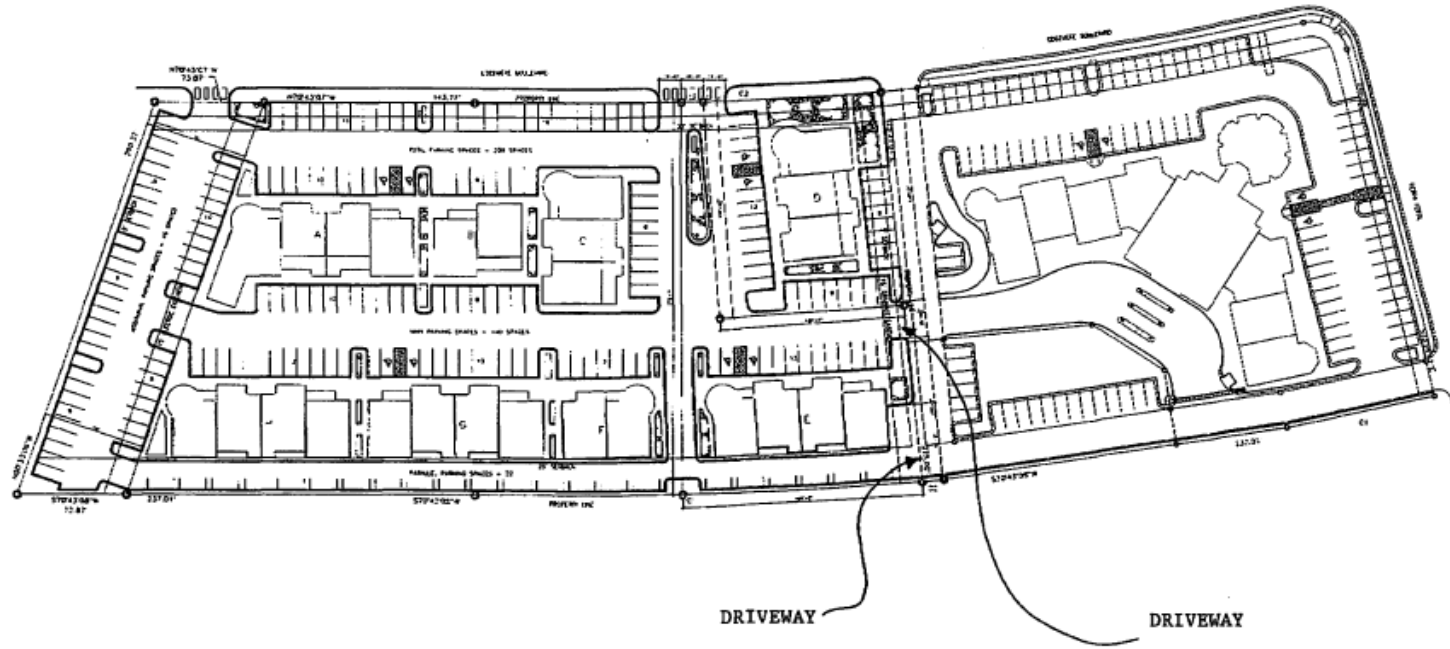
This instrument was acknowledged before me on this 7th day of January, 2007, by John Martin, Manager of Land Barons of El Paso Del Norte, L.L.C., a Texas limited liability company, on behalf of said company.



Mary Edwards
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

Site Plan showing Two Driveways
and anticipated improvement locations



High Planes Venture, LLC

NOTICE OF OBJECTION TO REQUEST TO CHANGE ZONING

Via E-mail - sallouman@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:

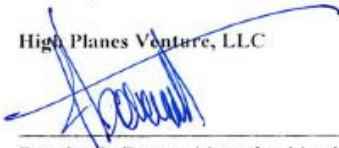
High Planes Venture, LLC ("High Planes") is the owner of Buildings E, F, G & H at Quail Park business office park situated contiguous (next) to the property to be considered for rezoning. Please consider this letter our official Notice of Objection to the Request to Change Zoning submitted by Dual Enterprises, 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 D. Borrett, Managing Member

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

#411
11 PAGES

Doc# 2008001813

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

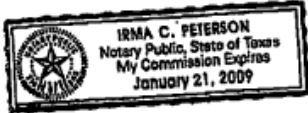
LAND BARONS OF EL PASO DEL NORTE, L.L.C.

By: [Signature]
Ron Costa, Manager

By: [Signature]
John Martin, Manager

STATE OF TEXAS)
COUNTY OF EL PASO)

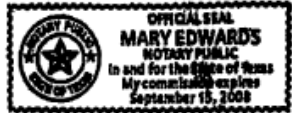
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[Signature]
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS)
COUNTY OF EL PASO)

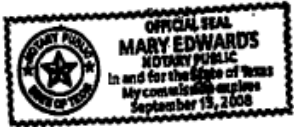
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[Signature]
NOTARY PUBLIC, STATE OF TEXAS

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

NOTICE OF OBJECTION TO REQUEST TO CHANGE ZONING

*Via E-mail - sallouam@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

Soni
~~_____~~
Roberto Polanco

Maria E. & Eduardo A. Chavez

Maria E. 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

Kenneth L. Shelton

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

Humberto & Juana H. Flores

HUMBERTO FLORES
[Signature]

3521 Tierra Cecil Place
El Paso, Texas 79938

Craig Pollard

[Signature]

3521 Tierra Lorena Drive
El Paso, Texas 79938

Tenants

[Signature]

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

Maria E. Villanueva

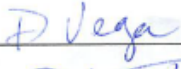
Maria E. Villanueva


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	1736 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>
Chris Melendez	12805 Tierra Karla Dr		<i>Chris 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>Buckley, Jeremy</i>
Hilde Erbe	3508 Tierra Amanda		<i>Hilde Erbe</i>
Michael Lawrence	3509 Tierra Amanda	254-220-1159	<i>Michael Lawrence</i>
Sergio Jimariete	3512 Tierra Amanda	920-774	<i>Sergio Jimariete</i>
Tom & Dawn	3517 Tierra Amanda		<i>Tom & Dawn</i>
Vanessa Arizuma	3576 Tierra Amanda Ln		<i>Vanessa Arizuma</i>
Robert Mejia	3532 Tierra Amanda Lane	(915) 367-1595	<i>Robert Mejia</i>
LAWA TOVAR	12816 Tierra Amanda Ln		<i>LAWA TOVAR</i>
FRANK MONTES	12812 Tierra Amanda	329 04 915	<i>FRANK MONTES</i>
FULGENCIO TISCARENO	12808 TIERRA AMANDA	[915] 849 9381	<i>FULGENCIO TISCARENO</i>
		(915) 270-5753	
Tommy Bonilla	12801 Tierra Amanda	915-704-6519	<i>Tommy Bonilla</i>
Margaret Dempsey	12800 Tierra Amanda Ln	931 371 1577	<i>Margaret Dempsey</i>
Tim Dooly	12800 Tierra Amanda Ln.	931-990-2559	<i>Tim Dooly</i>
Kim Dooly	12800 Tierra Amanda Ln	931 561 5756	<i>Kim Dooly</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 Karson	3413 Tierra Cecil	(915) 799-2192	Jon Karson
2 Amy Gentry	3521 Tierra Amanda	(915) 492-8850	Amy Gentry
3 Juan Castro	3061 Tierra Mina	915 216 3048	Juan Castro
4 Martha Olvera	12608 Tierra DORA	915 780-9260	Martha Olvera
5 Elaine Osborne	3308 Tierra Fertil DE	631-877-1868	Elaine Osborne
6 Esperanza Colon	3391 Tierra Fertil	(915) 471-9570	Esperanza Colon
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	3660 Tommy Reese Pl	956 621 6504	Ivy Soto
10 Rosabel Alvarado	1050 Saint Luke	915-474-7340	Rosabel Alvarado
11 Juan Rico	3348 Tierra Fertil D	915-219-7048	Juan Rico
12 Esperanza Rico	3348 Tierra Fertil DR	915-219-7048	Esperanza Rico
13 Drayden Jester	3340 Tierra Fertil	(915) 497-3809	Drayden Jester
14 Crystal Ortega	3321 Tierra Fertil	915-888-7411	Crystal Ortega
15 Raul Amchondo	3038 Tierra Humana	915 303 2228	Raul Amchondo
16 Lidia Gonzalez	12727 Tierra Este Rd	915) 408-3126	Lidia Gonzalez
17 Maria Nunez	2409 Tierra Rica	(915) 328-3969	Maria Nunez
18 M. Rios	2923 Tierra Aurora	(915) 209-6201	M. Rios
19 Amaris Martinez	12240 Tierra Maya	(915) 383-4267	Amaris Martinez
20 David Ayala	14152 Spanish Blvd	(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 Guevara	13998 Wagon TRAIL	915 731-7339	
2 Adriaan Montelongo	2357 Tierra Buena	(915) 305-2252	
3 Linda Marquez	3433 Tierra Tatico	(915) 630-5248	L. Marquez
4 Laura Arredondo	2433 Tierra Buena	(915) 790-8877	Laura Arredondo
5 Maria Lupercio	2433 Tierra Buena	(915) 262-8568	Maria Lupercio
6 Veronica Galindo	2405 Maria Atlanxway	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 ESPAÑA	915 588-2420	Edward Mena
13 Edouard Martinez	12266 Tierra Bella	915 539-9654	Edouard Martinez
14 Tomas Marts	12266 Tierra Bella	(915) 539-9654	Tomas Marts
15 Fernise Rque	3512 John Henry	915-271-6856	Fernise Rque
16 El. Bogalaw	14581 Friesland Trail	432-249-7456	El. Bogalaw
17 Alfred Robles	12613 Tierra Alzate	915 433-3662	Alfred Robles
18 Linda Moreno	12464 Tierra Limon	915 850-5848	Linda Moreno
19 Ana Mandujano	2369 Tierra Sol	915 504-2130	Ana Mandujano
20 Bradley Mickey	34117 Tierra Tatico	915 271 0125	Bradley Mickey

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 Urigs	4716 A Fieno st	(915) 216-6811	M. Urigs
2 Sandra Villanueva	3288 David Pabro	915 6915798	Sandra Villanueva
3 Hilda Medina	12669 Tierra Alexis	(915) 867-2559	Hilda Medina
4 Veronica Ayala	12529 Sombra Fuerte	(915) 781-3489	Veronica Ayala
5 Maria Paez	4016 Tierra Inozpa	(915) 391-7141	Maria Paez
6 Jacqueline Chan	3177 Matthew Witz	505 459 9090	Jacqueline Chan
7 Alejandra Sotelo	3321 Tierra Fertil	915 4674490	Alejandra Sotelo
8 Yuridia Posada	3649 Tierra Bahia	(915) 490 0549	Yuridia Posada
9 Karina Melendez	366 hwy 2229 Tierra Bonita	(915) 849-1860	Karina Melendez
10 Graciela Cardena	12110 Tower Hill	915 276 6267	Graciela Cardena
11 Elizabeth Perez	3304 Tierra Yvette	(915) 777-9146	Elizabeth Perez
12 David Medina	Tierra Alexis	(915) 751-3715	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 LN	915 255-9665	Lorraine Jackson
16 Isis Orana	14164 Robert Huante	915-731-2241	Isis Orana
17 Melissa Hernandez	12352 Tierra Alaska	915-820-5924	Melissa Hernandez
18 Jackie Monreal	1331 N. Cave Dr.	915-253-1584	Jackie Monreal
19 Daryl Fairley	12484 Tierra Espada Dr.	910-351-0871	Daryl Fairley
20 Cesar Ortiz	1717 Queens Garden Cr.	915-270-3944	Nancy V. Ortiz

(#b)

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 Alberto Perez	14113 Tierra Delfin	915 999-7258	Alberto Perez
2 Lermira Rodriguez	3251 Bashkir Trail	915-440-0646	Lermira Rodriguez
3 Santos Aguise	11385 Buena dr	915-615-9793	Santos Aguise
4 Veronica Bagley	14092 Tierra Leona	915 228-5251	Veronica Bagley
5 Mario Rengel	14094 Tierra Leona	915-5041023	Mario 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 Olona	14168 Robert Huarte	915 667 8902	Erika Olona
10 Veronica Pacheco	3844 Tierra Fiji	9156370818	Veronica Pacheco
11 Mariana Aguilera	14748 Hunters Grove	575-4911517	Mariana Aguilera
12 David Sanchez	1117 Edgemere	915 667-5733	David Sanchez
13 Diana Rodriguez	11408 Solak Chap	915 857-7151	Diana Rodriguez
14 Myrna Keli	14269 Island Point	415 204-3810	Myrna Keli
15 Summer Martinez	3349 Fert Tierra Fertil	915 691-3372	Summer Martinez
16 Jose Lopez	14148 Lasso Rock	915-309-7665	José Lopez
17 Jody Janisse	3004 Fierro	915 257 7720	Jody Janisse
18 Isaac Dragano	2867 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. PZRZ17-00031 and PZST17-00037	
Name	Address	Phone	Signature
1 Valeria Cuellar	11905 Braveheart	(915) 856-4957	Valeria Cuellar
2 Valeria Rodriguez	12255 Tierra Bella Dr	(915) 328-2448	Valeria Rodriguez
3 Anel Soto	12340 Tierra madre	915 1471-1351	Anel Soto
4 Sylvia Marquez	670 Old Hiram Tanks	(915) 502-1803	Sylvia Marquez
5 Paul Aleman	14549 Alton Oaks	915 5402073	Paul Aleman
6 Elisa Salinas	3925 Las Casitas	915 8018515	Elisa Salinas
7 Janine Quintana	2044 Shady ridge Dr	915-420-7313	Janine Quintana
8 Sergio Garcia	12257 Tierra Bella	915-317-4278	Sergio Garcia
9 Debbie C. Miller	3652 Brean Isabell	915-269-0873	Debbie C. Miller
10 Diana Almanza	3277 Perla Point D	(915) 222-5446	Diana Almanza
11 Karla Martinez	3512 Tierra Perla A	(915) 521-5191	Karla Martinez
12 Jose Castillo	14209 Silver Point Ave	915 706-7770	José Castillo
13 Ishiko Relford	112900 Edgemere	915 921 6702	Ishiko Relford
14 Carmen Camper	12900 Edgemere	915 921 6702	Carmen Camper
15 Alfredo Soriano	514 Tenny Oaks	915 226 5555	Alfredo Soriano
16 Victoria Flores	2701 Tierra A Karla	915-740-0566	Victoria Flores
17 JAVIER HERNANDEZ	12437 Sombra Forest	915 855 6429	Javier Hernandez
18 Erick Garcia	3012 Garden Rock	915/2036294	Erick Garcia
19 Nancy Nunez	14821 Orsten Artis Ave.	915) 345-0783	Nancy Nunez
20 Edgar Acuña	3480 OSCOTT DR ST	915) 496-5789	Edgar Acuña



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.**

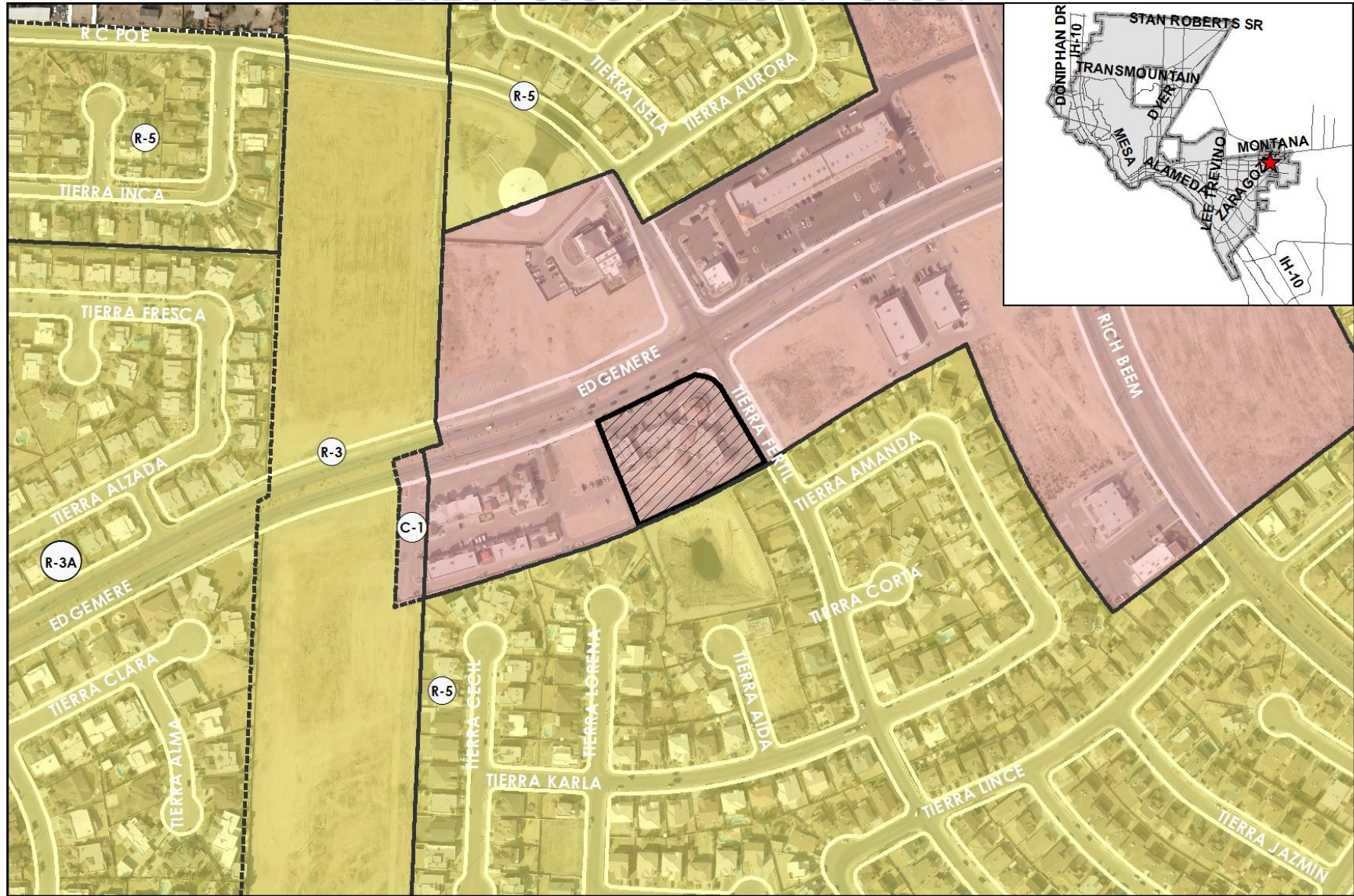
Strategic Goal #3 Promote the Visual Image of El Paso

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



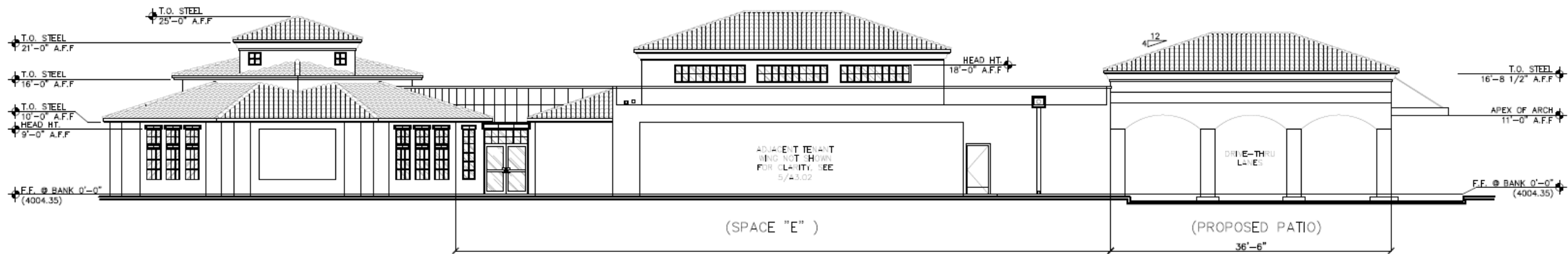


PZRZ17-00031 & PZST17-00037



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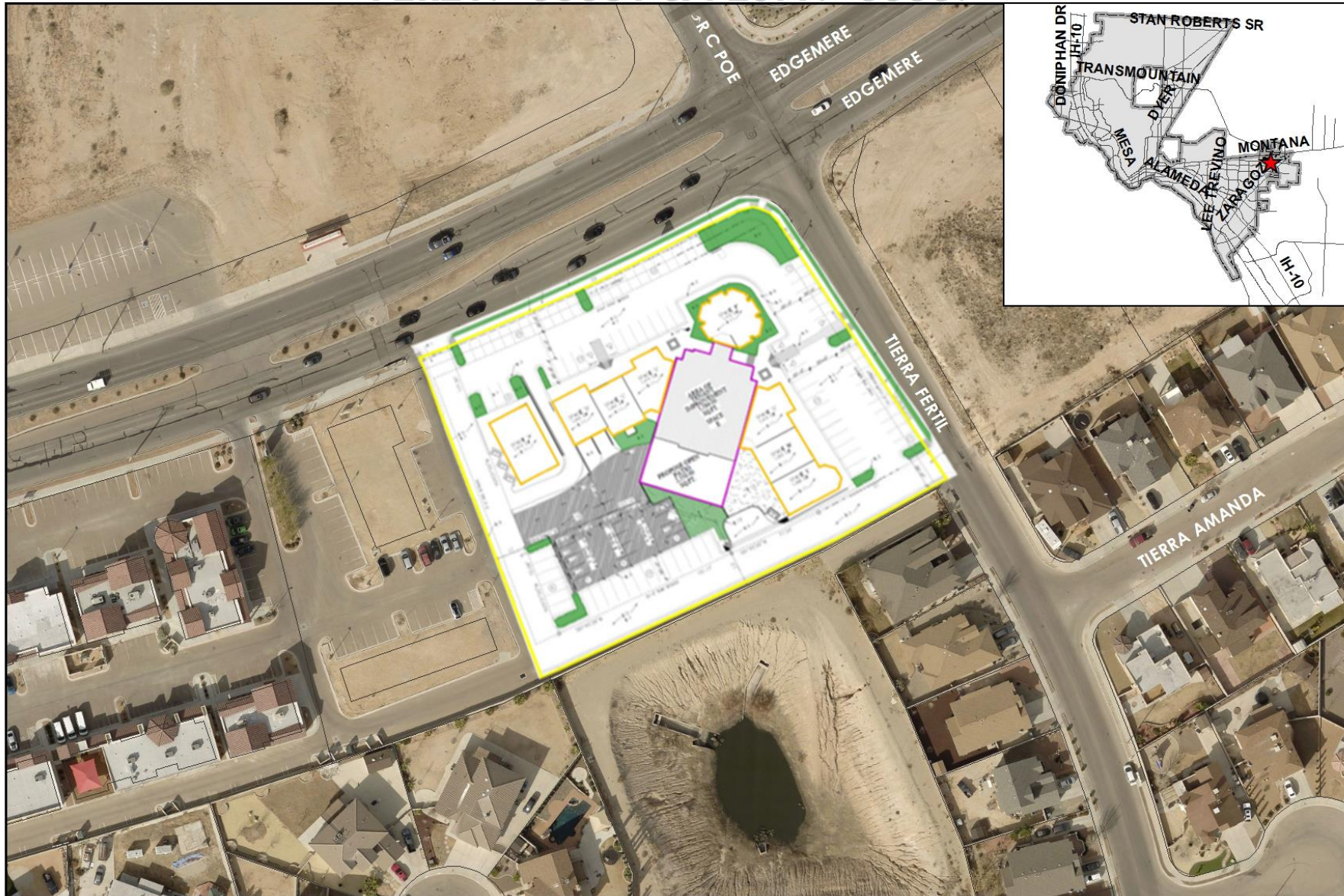


EXISTING ELEVATION

NOT TO SCALE



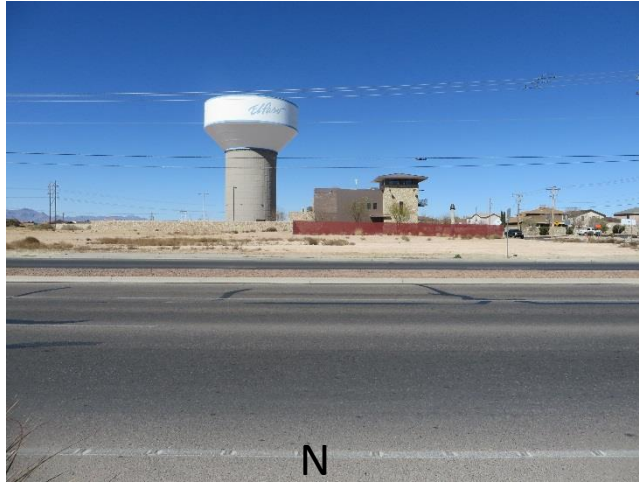
PZRZ17-00031 & PZST17-00037



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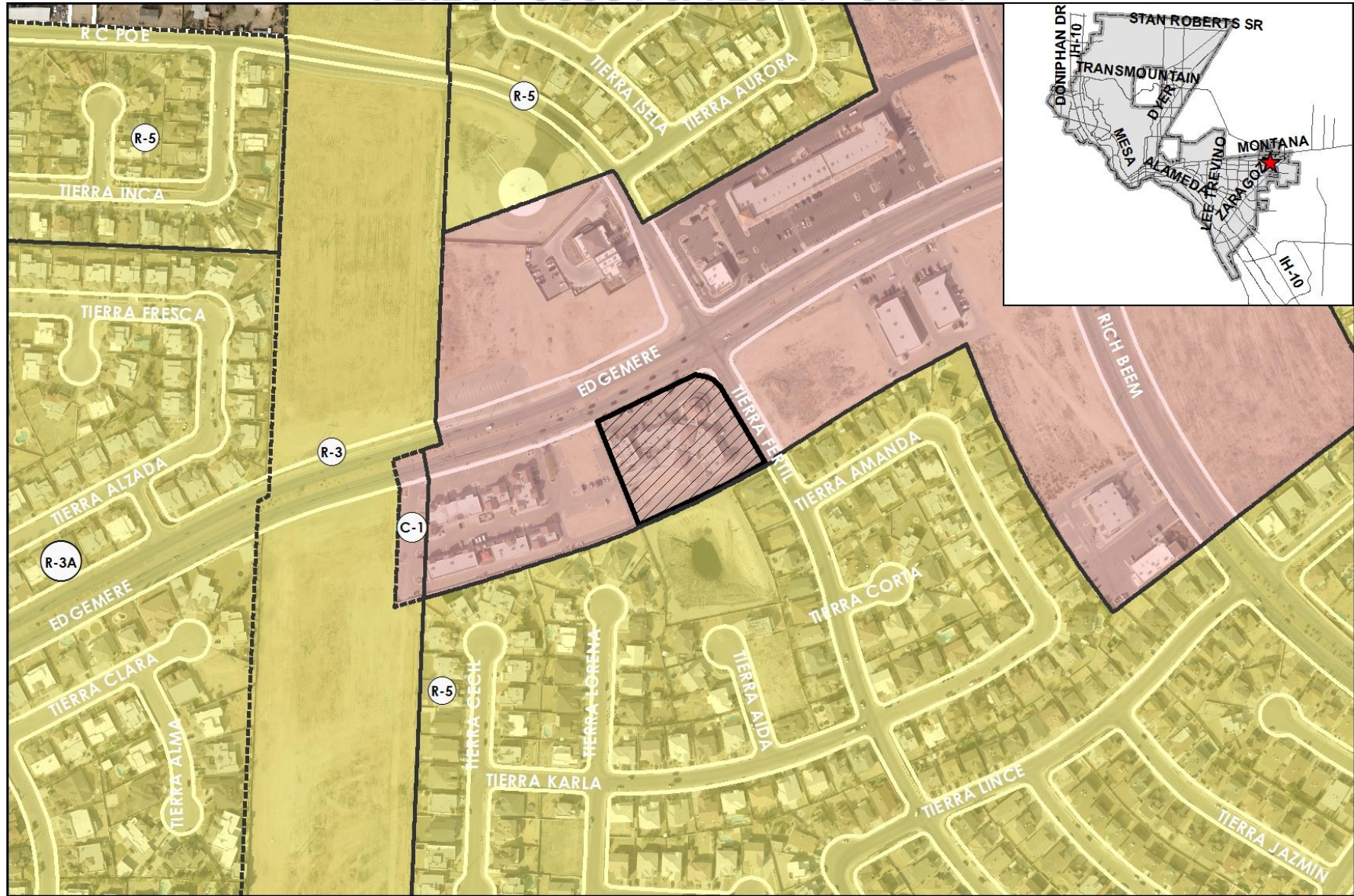








PZRZ17-00031 & PZST17-00037



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 Subject Property

