

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**2nd CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:** Kevin Smith for Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO RIO VALLEY LLC TO ALLOW FOR THE CONSTRUCTION, INSTALLATION, MAINTAINENANCE, USE, AND REPAIR OF A SURFACE ENCROACHMENT CONSISTING OF FOUR (4) COVERED BALCONIES AND SUPPORT COLUMNS OVER THE CITY RIGHT-OF-WAY FOR THE PLANNED DEVELOPMENT LOCATED ALONG LA VONA DR.; SETTING THE LICENSE TERM FOR FIFTEEN (15) YEARS WITH AN OPTION FOR ONE (1) RENEWABLE FIFTEEN (15) YEAR TERM.**

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

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License (hereinafter called “License”) to **RIO VALLEY LLC** (hereinafter referred to as the “Grantee”). This License will permit the construction, installation, maintenance, use and repair of a surface encroachment consisting of four (4) covered balconies and support columns. The covered balconies will extend ten (10) feet over the sidewalk, while the columns measure between 11’0” and 12’0” feet in height and are surrounded by a decorative base measuring 1’-8” x 2’-8” as shown in *Exhibit A*, which is made a part hereof for all purposes (hereinafter referred to as “covered balconies and support columns”).

**SECTION 2. LICENSE AREA**

The surface rights granted herein over a portion of right-of-way along La Vona Drive, adjacent to the properties described as Lot 14, Block 11 & Lot 1, Block 14 & Lot 1, Block 15 and Lot 1, Block 16, Rio Valley Replat A, City of El Paso, El Paso County, Texas more particularly shown in Exhibit “B, which is made part hereof for all purposes (hereinafter referred to as “License Areas”).

**SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City right of way for the covered balconies and support columns. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City’s use of the right of way for pedestrian access. Except for the waiver of fees as provided herein, this Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance of the covered balconies and support columns. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the covered balconies and support columns as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

#### **SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in installing, replacing, repairing, reconstructing, or maintaining the balconies and support columns shall be subject to all applicable City, State, and Federal requirements applicable to the construction of the covered balconies and support Columns. Work done in connection with the repair and maintenance of the covered balconies and support columns is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the covered balconies and support columns built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of FIFTEEN (15) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for One (1) additional FIFTEEN (15) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee Wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. The City shall not unreasonably withhold renewal. Should Grantee

fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the city may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area

#### **SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS**

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate segment(s) of the covered balconies and support columns such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

#### **SECTION 8. CONSIDERATION**

As consideration for this special Privilege License, the Grantee shall pay to the City FOUR THOUSAND TWO HUNDRED FORTY AND 00/100 DOLLARS (\$4,240.00) for the covered balconies and support columns per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the covered balconies and support columns, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

#### **ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the FIFTEEN (15) year term of the License, prior to the execution of this License. The FIFTEEN (15) year amount is equal to FIFTY-TWO THOUSAND ONE HUNDRED THIRTY-FIVE AND NO/100 DOLLARS **(\$52,135.00)**. Said \$52,135.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire FIFTEEN (15) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 15-year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's covered balconies and support columns required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

#### **SECTION 9. INSURANCE**

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain

insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a general liability policy with a one million-dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum two million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

#### **SECTION 10. INDEMNITY**

**AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.**

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or

occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suits for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's property from any cause.**

#### **SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the covered balconies and support columns or a portion thereof or ceases to use the covered balconies and support column encroachments for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the covered balconies and support columns, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

#### **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.



Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's covered balconies and support columns located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

The City shall have the option to terminate this License at any time or assure that the property is maintained in good order throughout the term of the license upon written notice sixty (60) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated, unless upon termination of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair valuation therefore, the land shall be and become the property of the Grantee.

### **SECTION 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, maintenance, and repair of the covered balconies and support columns within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

### **SECTION 14. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso  
Attn: City Manager  
300 North Campbell Street  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Planning and Inspections Department  
811 Texas Avenue  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Financial Services Department –  
Financial Accounting & Reporting  
300 North Campbell Street  
El Paso, Texas 79901

GRANTEE: Rio Valley LLC  
6300 Escondido Dr.  
El Paso, Texas 79912  
ATT: Herschel Stringfield

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

#### **SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager. Failure of the City to respond to a consent to assignment within forty-five (45) days of receipt by the City shall result in approval of the request.

#### **SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity. This shall not impact the Grantee's ability to freely lease the abutting storefronts and residential units to the License Area without the consent of the City.

#### **SECTION 17. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

#### **SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

#### **SECTION 19. LIENS AND ENCUMBRANCES**

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's

use of the Licensed Area.

#### **SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the Licensed Area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License. This does not include the residential portion of the balcony. The City may enter the residential portion of the balcony for inspection at a reasonable time for the purpose of inspecting the same and determining compliance with the terms of this License upon TEN (10) days written notice to the Grantee. The City may only inspect the residential portion of the balcony if the City determines the inspection cannot solely be done from the non-residential License Area.

#### **SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

#### **SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

#### **SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

#### **SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

#### **SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

#### **SECTION 26. EFFECTIVE DATE**

The Effective Date of this License shall be the date last entered below. This License shall not take

effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2025

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Renard U. Johnson  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura Prine  
City Clerk

**APPROVED AS TO FORM:**

*Russel T. Abeln*

\_\_\_\_\_  
Russel T. Abeln  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT:**

*Philip F. Etiwe*

\_\_\_\_\_  
Philip F. Etiwe, Director  
Planning and Inspections Department

**ACCEPTANCE**

The above instrument, with all conditions thereof, is here by accepted this 11 day of April, 2025.

**GRANTEE:**

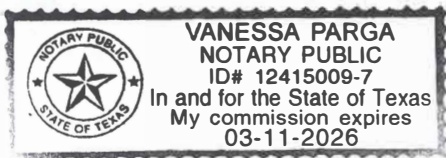
Rio Valley LLC

By: [Signature] as MEMBER  
(Print Name) (Title)

**ACKNOWLEDGMENT**

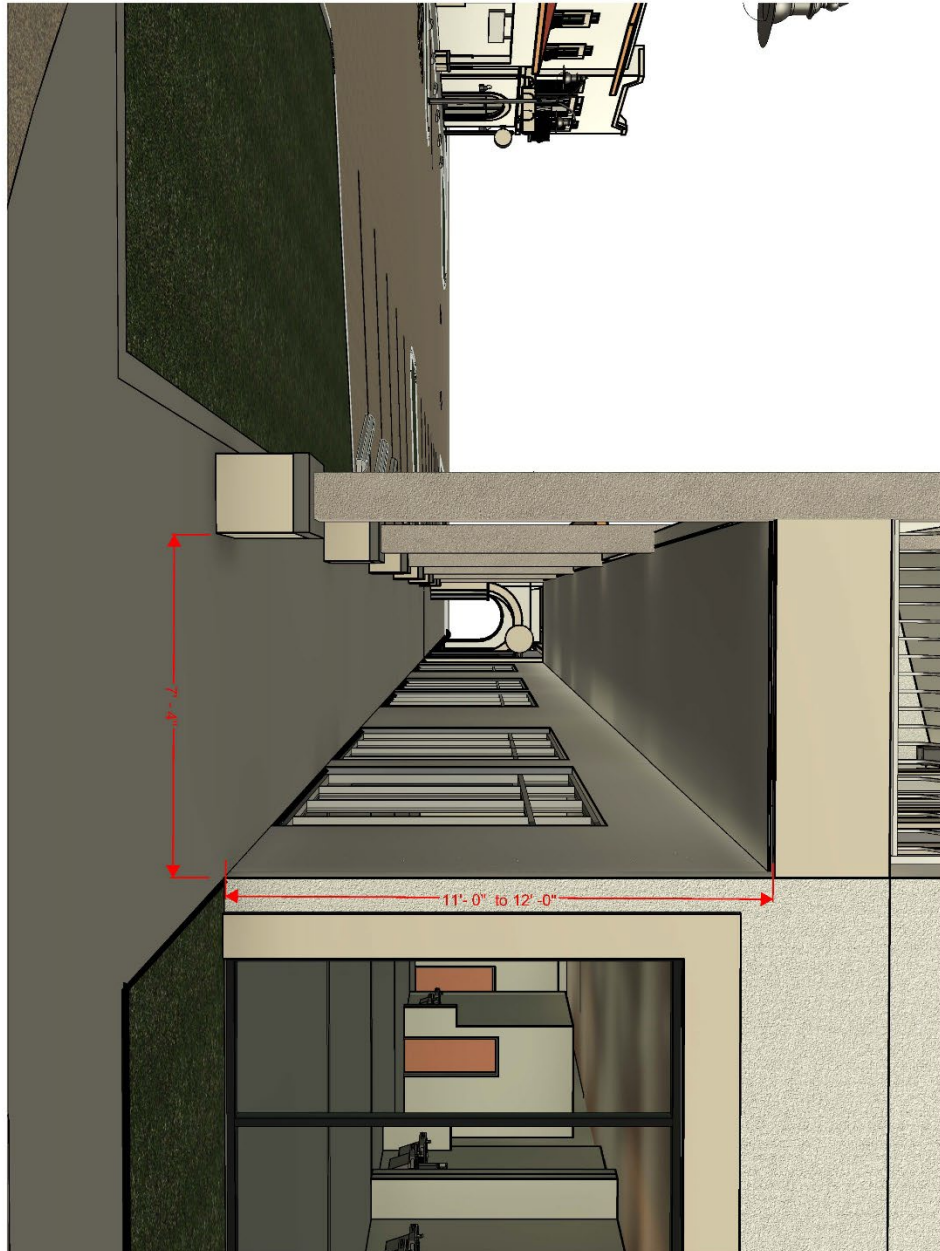
THE STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument is acknowledged before me on this 11 day of April, 2025, by [Signature] as Grantee.



[Signature]  
Notary Public, State of Texas  
Vanessa Parga  
Notary's Printed or Typed Name  
3/11/26  
My Commission Expires

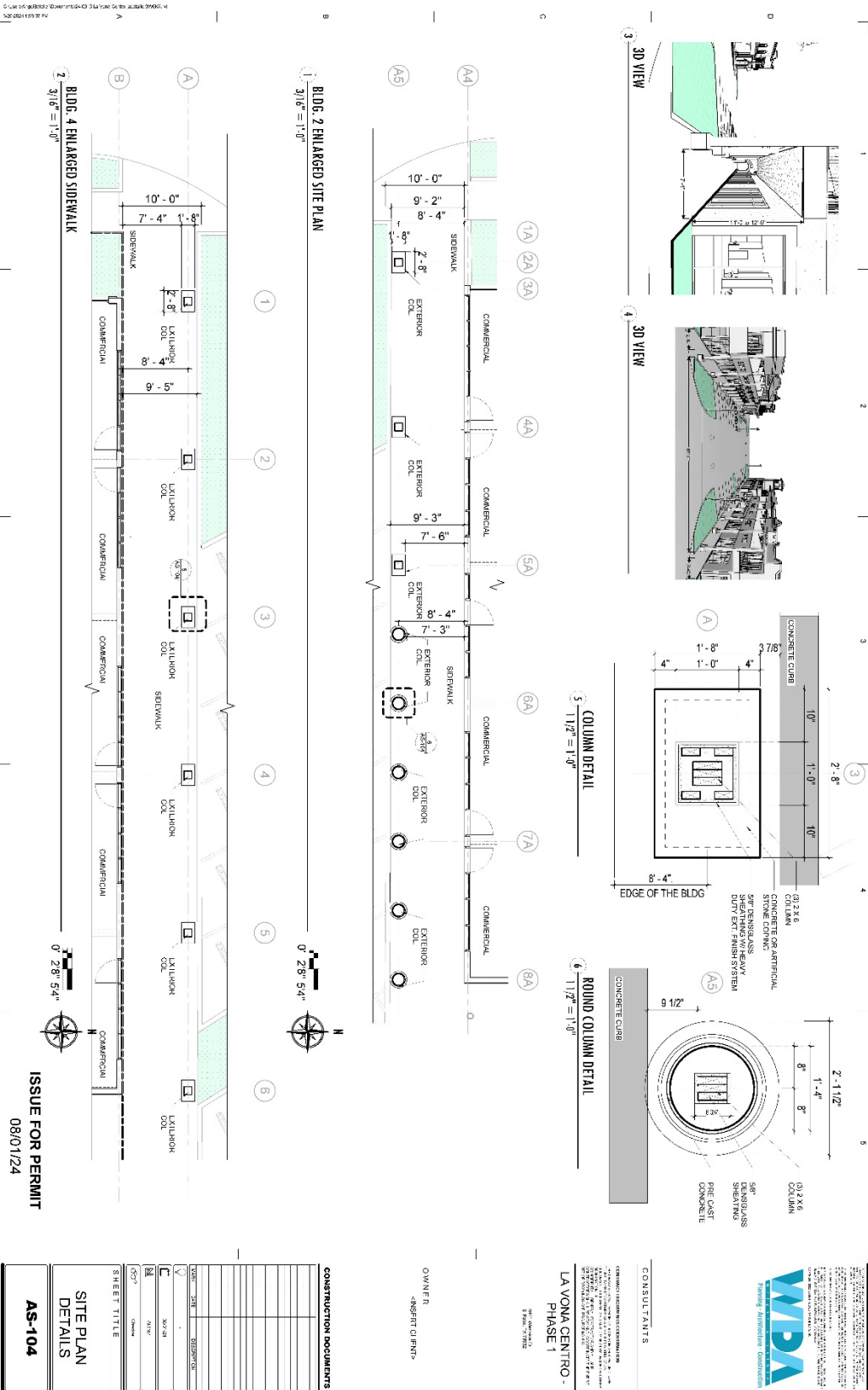
## EXHIBIT A





**ISSUE FOR PERMIT**  
08/02/24

[illegible]





## EXHIBITS B

### Block 11

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### METES AND BOUNDS DESCRIPTION (10' WIDE EASEMENT)

**Description** of a 10' wide easement out of Hoop Street and La Vona Drive right of way, adjacent to Lot 14, Block 11, Rio Valley Subdivision Replat "A", City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Instrument No. 20140049084, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING**, at a Found City Monument at the centerline intersection of La Vona Drive and Hoop Street; **THENCE**, S 03° 03' 43" W, along the centerline of Hoop Street, a distance of 33.03 feet to a point; **THENCE**, leaving said centerline, S 86° 56' 17" E, a distance of 15.00 feet to a Set Nail for the **POINT OF BEGINNING** of this description;

**THENCE**, S 86° 48' 52" E, a distance of 225.50 feet to a Set "V" for corner;

**THENCE**, S 04° 28' 31" W, a distance of 10.00 feet to a Found "X" Mark for corner on the southerly R.O.W. line of La Vona Drive for the northeasterly corner of said Lot 14, Block 11;

**THENCE**, N 86° 48' 52" W, along the northerly line of Lot 14, Block 11 and the southerly R.O.W. line of La Vona Drive, a distance of 215.25 feet to a point marking the northwesterly Lot corner of said Lot 14, Block 11;

**THENCE**, S 03° 03' 43" W, along the westerly line of Lot 14, Block 11 and easterly R.O.W. line of Hoop Street, a distance of 37.48 feet to a Set Nail for corner;

**THENCE**, N 86° 56' 17" W, leaving said easterly right of way line, a distance of 10.00 feet to a Set "V" Mark for corner;

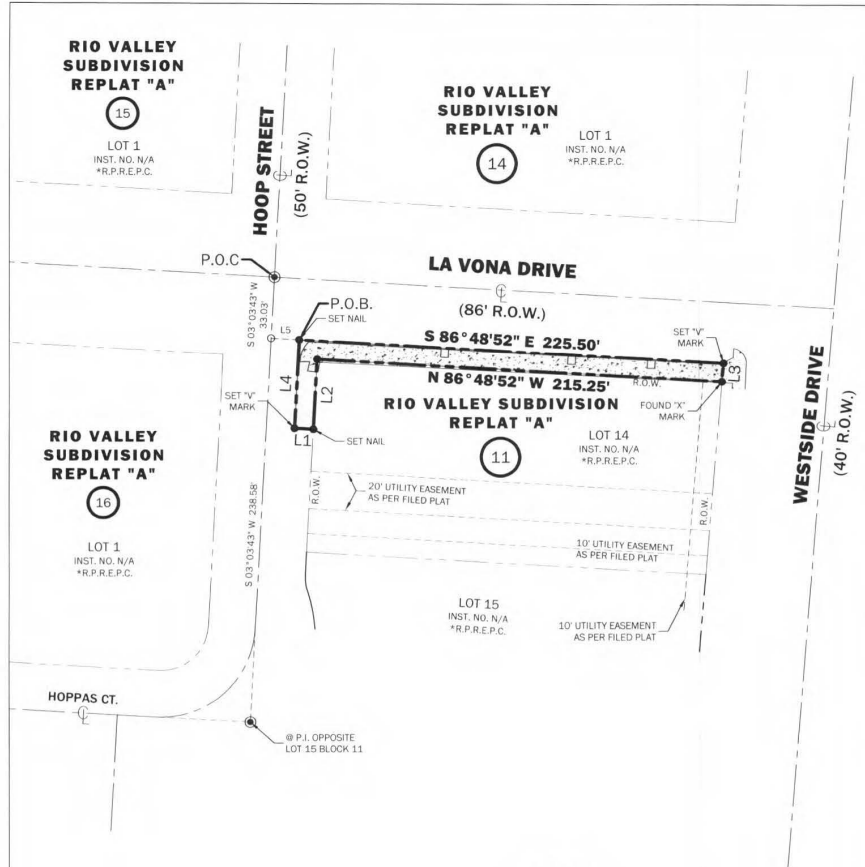
**THENCE**, N 03° 03' 43" E, a distance of 47.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.06 acres more or less.

#### NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by the local or state code, and it is the client/owner responsibility to comply with this code if required.
4. A Plat of Survey dated 04/04/2024 accompanies this description.



Benito Barragan TX R.P.L.S 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
April 04, 2024  
Job No. 240325-09



\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

**NOTES:**

1. THE BEARINGS AND DISTANCES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE 4203, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000231. ALL AREAS SHOWN HEREON ARE CALCULATED BASED ON SURFACE MEASUREMENTS.
2. NO ADDITIONAL RESEARCH WAS PERFORMED BY B&A INC. FOR ANY RESERVATION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SUBJECT PARCEL.
3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZE AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY, IN SPITE OF THE ACCURACY OR DEFECTS OF THIS PLAT.
4. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
5. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, AND IS ADDRESSED EXCLUSIVELY TO THE PARTIES NAMED HEREON.
6. A WRITTEN DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

**B** Barragan & Associates Inc.

LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM# 10151200  
10950 Pellicano Dr. Building F,  
El Paso, TX 79935  
Phone (915) 591-5709 Fax (915) 591-5706

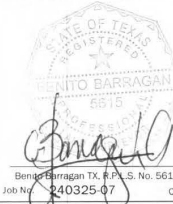
**Plat of Survey**

10' WIDE EASEMENT  
OUT OF HOOP STREET AND LA VONA DRIVE  
RIGHT OF WAY, ADJACENT TO  
LOT 14, BLOCK 11  
RIO VALLEY SUBDIVISION REPLAT "A"  
THE CITY OF EL PASO,  
EL PASO COUNTY, TEXAS.  
AREA 0.06 ACRES ±

Plat Reference Clerk's File No. 20140049084

Scale: 1"=60' Date: 04/04/2024 Drawn By: PR

Prepared by and under my supervision.



Benito Barragan TX, R.P.L.S. No. 5615  
Job No. 240325-07 Copy Rights: ©  
Field: JM Book: N/A Page: N/A

## BLOCK 14

Barragan And Associates Inc.

10950 Pelicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

### METES AND BOUNDS DESCRIPTION (10' WIDE EASEMENT)

**Description** of a 10' wide easement out of Hoop Street and La Vona Drive right of way, adjacent to Lot 1, Block 14, Rio Valley Subdivision Replat "A", City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Instrument No. 20140049084, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING**, at a Found City Monument at the centerline intersection of La Vona Drive and Hoop Street; **THENCE**, N 03° 03' 43" E, along the centerline of Hoop Street, a distance of 88.13 feet to a point; **THENCE**, leaving said centerline, S 86° 56' 17" E, a distance of 15.00 feet to a Set "V" Mark for the **POINT OF BEGINNING** of this description;

**THENCE**, S 86° 56' 17" E, a distance of 10.00 feet to a Set Nail for corner on the easterly R.O.W. line of Hoop Street also westerly line of said Lot 1, Block 14;

**THENCE**, S 03° 03' 43" W, along the easterly R.O.W. line of Hoop Street a distance of 45.19 feet to a Found "X" Mark for corner marking the southwesterly corner of Lot 1, Block 14, Rio Valley Subdivision Replat "A";

**THENCE**, S 86° 48' 52" E, along the southerly line of Lot 1, Block 14 and the northerly R.O.W. line of La Vona Drive, a distance of 217.67 feet to a Found "X" Mark marking the southeasterly corner of said Lot 1, Block 14;

**THENCE**, S 04° 29' 29" W, a distance of 10.00 feet to a Set "V" Mark for corner;

**THENCE**, N 86° 48' 52" W, a distance of 227.42 feet to a Set Nail for corner;

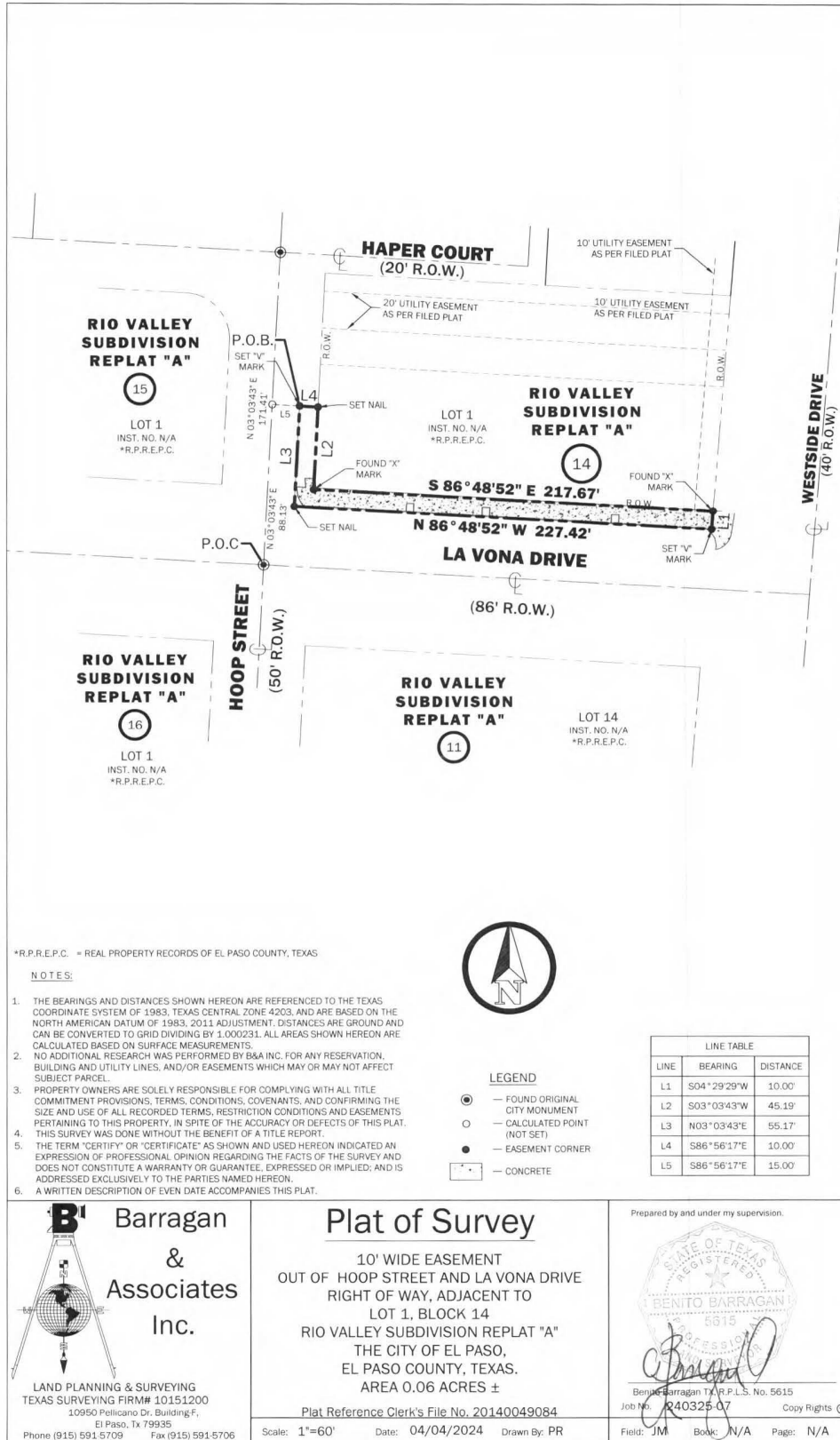
**THENCE**, N 03° 03' 43" E, a distance of 55.17 feet to the **POINT OF BEGINNING** of this description and containing in all 0.06 acres more or less.

#### NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by local or state code, and it is the client/owner responsibility to comply with this code if required.
4. A Plat of Survey dated 04/04/2024 accompanies this description.



Benito Barragan TX RPLS 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 00151200  
April, 04, 2024  
Job No. 240325-07



## BLOCK 15

### Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

#### METES AND BOUNDS DESCRIPTION (10' WIDE EASEMENT)

**Description** of a 10' wide easement out of Hoop Street, Toivola Place and La Vona Drive right of way, adjacent to Lot I, Block 15, Rio Valley Subdivision Replat "A", City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Instrument No. 20140049084, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

COMMENCING, at a Found City Monument at the centerline intersection of La Vona Drive and Hoop Street: THENCE, N 03° 03' 43" E, along the centerline of Hoop Street, a distance of 78.03' feet to a point; THENCE, leaving said centerline, N 86° 56' 17" W, a distance of 15.00 feet to a Set "V" Mark for the POINT OF BEGINNING of this description;

THENCE, S 03° 03' 43" W, a distance of 45.00 feet to a Set Nail for corner;

THENCE, N 86° 48' 52" W, a distance of 23.17 feet to a Set Nail for corner;

THENCE, N 03° 11' 08" E, a distance of 10.00 feet to a Set "V" Mark for corner;

THENCE, S 86° 48' 52" E, 2.9 feet to Found "X" Mark for the southwesterly corner of said Lot I, continuing 218.3 feet along the northerly right of way line of La Vona Drive for a total distance of 221.15 feet to a Found "X" Mark, marking the southeasterly Lot corner of said Lot I Block 15;

THENCE, N 03° 03' 43" E, along the easterly line of Lot I, Block 15 and Westerly R.O.W. line of Hoop Street, a distance of 35.00 feet to a Set Nail for corner;

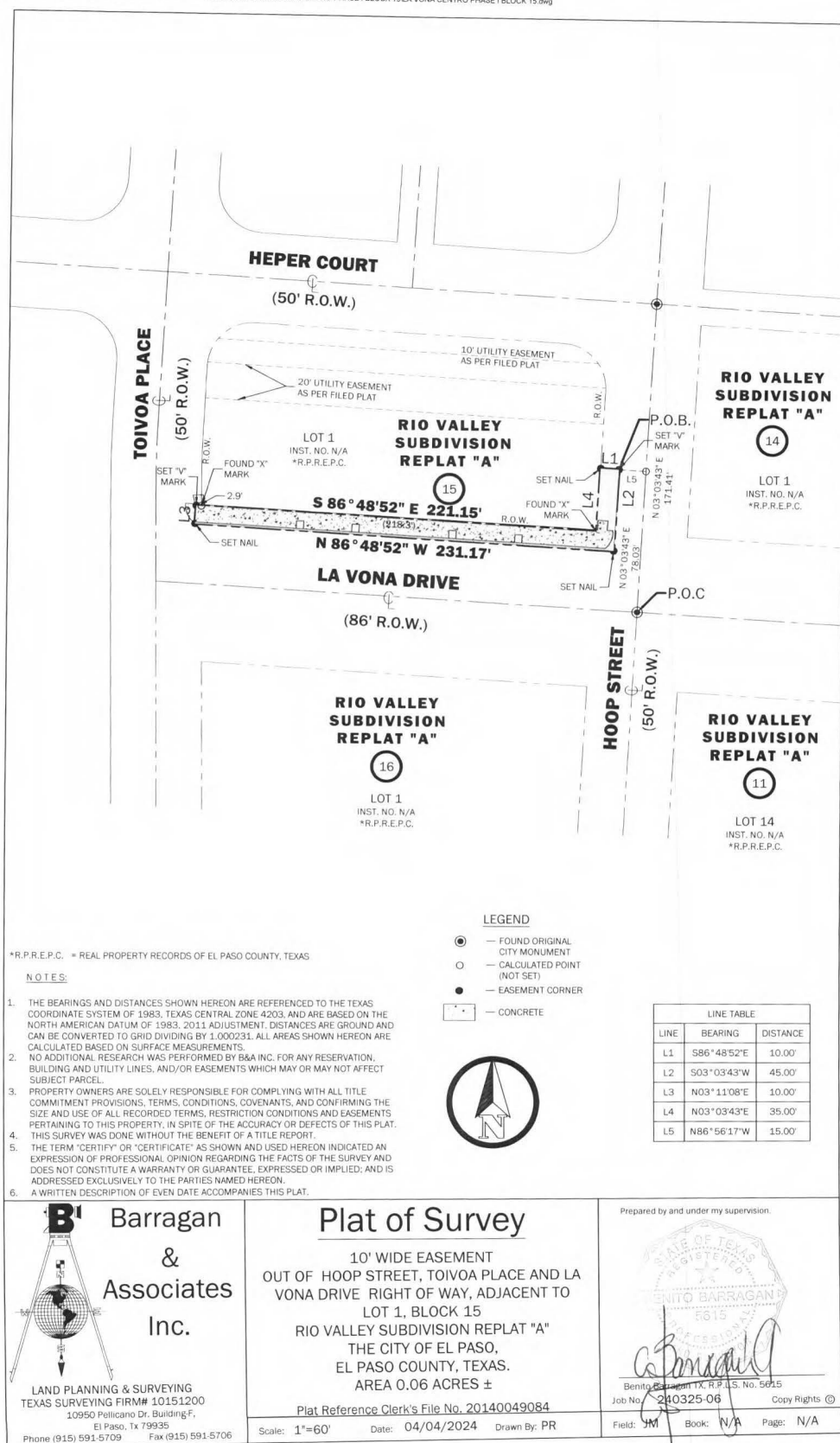
THENCE, S 86° 48' 52" E, leaving said westerly right of way line, a distance of 10.00 feet to the POINT OF BEGINNING of this description and containing in all 0.06 acres more or less.

#### NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAO 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by local or state code, and it is the client/owner responsibility to comply with this code if required.
4. A Plat of Survey dated 04/04/2024 accompanies this description.



Benito Barragan TX R.P.L.S. 5615,  
Barragan and Associates Inc.  
Texas Surveying Firm # 10151200  
April 04, 2024  
Job No. 240325-06



## BLOCK 16

Barragan And Associates Inc.

10950 Pellicano Dr., Building "F", El Paso, Texas 79935 Ph. (915) 591-5709 Fax (915) 591-5706

### METES AND BOUNDS DESCRIPTION (10' WIDE EASEMENT)

**Description** of a 10' wide easement out of Hoop Street, Toivova Place and La Vona Drive right of way, adjacent to Lot 1, Block 16, Rio Valley Subdivision Replat "A", City of El Paso, El Paso County, Texas, according to the Plat thereof of record in Instrument No. 20140049084, Real Property Records of El Paso County, Texas, and being more particularly described as follows:

**COMMENCING**, at a Found City Monument at the centerline intersection of La Vona Drive and Hoop Street; **THENCE**, S 03° 03' 43" W, along the centerline of Hoop Street, a distance of 32.97 feet to a point; **THENCE**, leaving said centerline, N 86° 56' 17" W, a distance of 15.00 feet to a Set Nail for the **POINT OF BEGINNING** of this description;

THENCE, S 03° 03' 43" W, a distance of 114.58 feet to a Set Nail for corner;

THENCE, N 86° 56' 17" W, a distance of 10.00 feet to a Set Nail for corner on the westerly R.O.W. line of Hoop Street also the easterly line of said Lot 1, Block 16;

THENCE, N 03° 03' 43" E, along the westerly R.O.W. line of Hoop Street, a distance of 104.60 feet to a point for corner marking the northeasterly corner of Lot 1, Block 16, Rio Valley Subdivision Replat "A";

THENCE, N 86° 48' 52" W, along the northerly line of Lot 1, Block 16 and the southerly R.O.W. line of La Vona Drive, a distance of 212.81 feet to a point marking the northwesterly Lot corner of said Lot 1, Block 16;

THENCE, S 00° 34' 59" E, along the westerly line of Lot 1, Block 16 and the easterly right of way line of Toivova Place, a distance of 104.40 feet to a Set Nail for corner;

THENCE, S 89° 25' 01" W, leaving said easterly right of way line, a distance of 10.00 feet to a Set Nail for corner;

THENCE, N 00° 35' 51" W, a distance of 115.08 feet to a Set Point for corner;

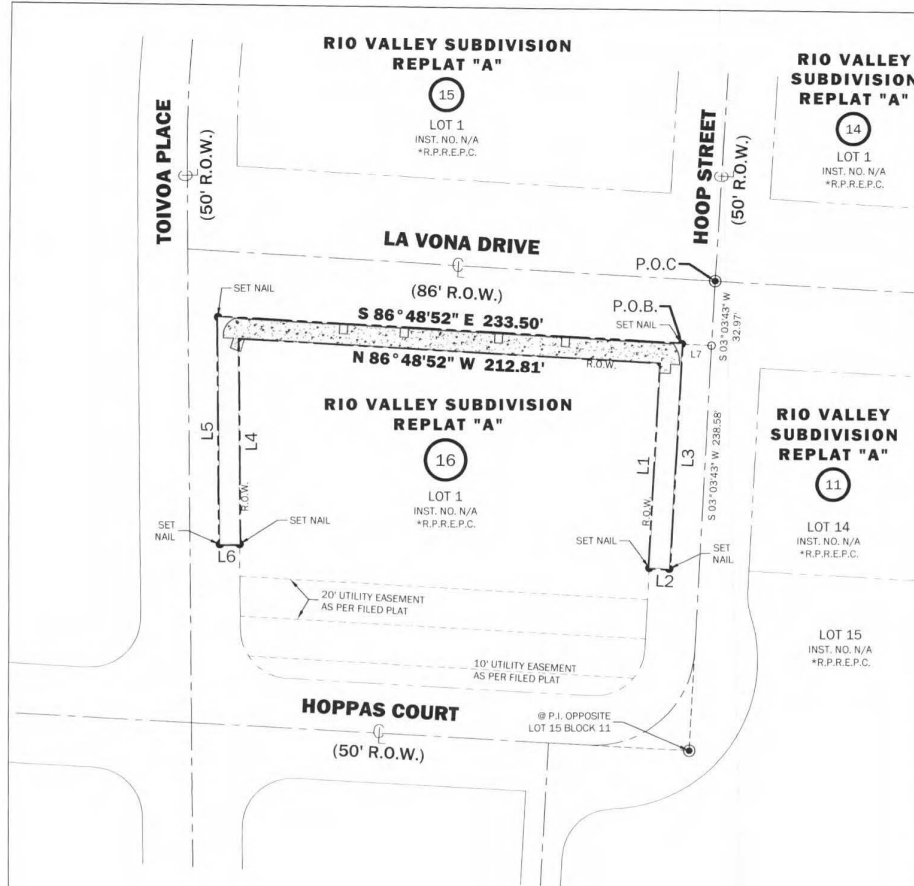
**THENCE**, S 86° 48' 52" E, a distance of 233.50 feet to the **POINT OF BEGINNING** of this description and containing in all 0.10 acres more or less.

#### NOTES:

1. This property may be subject to easements whether of record or not. No Additional Research was performed by B&A Inc. for any reservations, restrictions, building lines, and or easements which may or may not affect this parcel.
2. Bearings shown are grid bearings derived from RTK Observations to the Texas CO-OP Network. Referred to the Texas Coordinate System (NAD 83) Central Zone. Distances are ground and may be converted to grid dividing by 1.000231.
3. This description is not intended to be a subdivision process which may be required by local or state code, and it is the client/owner responsibility to comply with this code if required.
4. A Plat of Survey dated 04/04/2024 accompanies this description.



Benito Barragan TX R.P.S. # 5615,  
Barragan And Associates Inc.  
Texas Surveying Firm # 1031200  
April 04, 2024  
Job No. 240325-08



\*R.P.R.E.P.C. = REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

NOTES:


1. THE BEARINGS & DISTANCES SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS CENTRAL ZONE 4203, AND ARE BASED ON THE NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT. DISTANCES ARE GROUND AND CAN BE CONVERTED TO GRID DIVIDING BY 1.000251. ALL AREAS SHOWN HEREON ARE UNDEVELOPED AND ARE BASED ON THE SURVEY DATA.
2. NO ADDITIONAL REQUIREMENTS WERE PROVIDED BY B&A INC. FOR ANY REVISION, BUILDING AND UTILITY LINES, AND/OR EASEMENTS WHICH MAY OR MAY NOT AFFECT SURVEYED PARCEL.
3. PROPERTY OWNERS ARE SOLELY RESPONSIBLE FOR COMPLYING WITH ALL TITLE COMMITMENT PROVISIONS, TERMS, CONDITIONS, COVENANTS, AND CONFIRMING THE SIZING AND USE OF ALL RECORDED TERMS, RESTRICTION CONDITIONS AND EASEMENTS PERTAINING TO THIS PROPERTY IN ACCORDANCE WITH ANY DEFECTS OF THIS PLAT.
4. THE SURVEY WAS CONDUCTED WITHOUT THE BENEFIT OF A TITLE REPORT.
5. THE TERM "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON INDICATED AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED, AND IS EXPRESSLY EXCLUDED FROM THE SURVEY NAME HEREON.
6. A WRITTEN DESCRIPTION OF EVENT DATE ACCOMPANIES THIS PLAT.

**LEGEND**

- (●) — FOUND ORIGINAL  
CITY MONUMENT  
 (○) — CALCULATED POINT  
(NOT SET)  
 (●) — EASEMENT CORNER  
 [ ] — CONCRETE



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N03°03'43"E	104.60'
L2	N86°56'17"W	10.00'
L3	S03°03'43"W	114.58'
L4	S00°34'59"E	104.40'
L5	N00°35'51"W	115.08'
L6	S89°25'01"W	10.00'
L7	N86°56'17"W	15.00'



**Barragan  
&  
Associates  
Inc.**


LAND PLANNING & SURVEYING  
TEXAS SURVEYING FIRM # 10151200  
10950 Pellicano Dr. Building F,  
El Paso, Tx 79935  
Phone (915) 591-5709 Fax (915) 591-5706

## Plat of Survey

10' WIDE EASEMENT  
OUT OF HOOP STREET, TOIVOA PLACE AND LA  
VONA DRIVE RIGHT OF WAY, ADJACENT TO  
LOT 1, BLOCK 16  
RIO VALLEY SUBDIVISION REPLAT "A"  
THE CITY OF EL PASO,  
EL PASO COUNTY, TEXAS.  
AREA 0.10 ACRES ±

Plat Reference Clerk's File No. 20140049084

Prepared by and under my supervision.



Benito Barragan TX, P.E.'S. No. 5615  
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Scale: 1"=60'
Date: 04/04/2019
Drawn By: PR

Field: JM
Book: N/A
Page: N/A