

VINTON RIVER DRAIN

0023-0063-00

(RELEASE 1974)

AFTER RECORDING, MAIL TO:  
MR. AND MRS. JESS MARQUEZ  
100 LIBBY  
CANUTILLO, TX 79835

GF#81524/BP FREDERICK/MARQUEZ  
100 LIBBY, CANUTILLO, TX 79835

05391

103  
9.00

WARRANTY DEED WITH VENDOR'S LIEN

STATE OF TEXAS )

COUNTY OF EL PASO )

KNOW ALL MEN BY THESE PRESENTS:

THAT BYRON A. FREDERICK and wife, LOU E. FREDERICK, hereinafter called Grantors, whether one or more persons, of the County of El Paso, State of Texas, for and in consideration of Ten Dollars (\$10.00), and other valuable consideration to the undersigned paid by JESS MARQUEZ and JUNE MARQUEZ, hereinafter called Grantees, whether one or more persons, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantees of their one certain promissory note of even date herewith, in the principal sum of EIGHTY-THREE THOUSAND EIGHT HUNDRED AND NO/100 DOLLARS (\$83,800.00), payable to the order of D & M MORTGAGE CORPORATION, in monthly installments and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and for attorneys fees;

HAVE GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said JESS MARQUEZ and JUNE MARQUEZ whose address is 100 Libby, Canutillo, Texas, all of the following described real property and improvements thereon:

A portion of Tract 3M, Block 18, UPPER VALLEY SURVEYS (also known as Lot 1A, Block 3, RIVERVIEW ESTATES), El Paso County, Texas, according to the Resurvey made for tax purposes on file in the Office of the County Clerk of El Paso County, Texas, said portion being more particularly described by notes and bounds in Exhibit "A", attached hereto and made a part hereof for all purposes;

subject, however, to easements and restrictions of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantees, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whosoever lawfully claiming, or to claim the same or any part thereof.

BUT IT IS EXPRESSLY AGREED that the VENDOR'S LIEN, as well as Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

THE SAID VENDOR'S LIEN AND SUPERIOR TITLE HEREIN RETAINED ARE HEREBY TRANSFERRED, ASSIGNED, SOLD AND CONVEYED TO D & M MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE PAYEE NAMED IN SAID NOTE.

EXECUTED this 24th day of October, 1986.

BYRON A. FREDERICK

LOU E. FREDERICK



STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on the 24th day  
of OCTOBER, 1986, by BYRON A. FREDERICK and LOU  
E. FREDERICK.

My commission expires:



BARBARA ANN (DEBO) PORBAN  
Notary Public in and for  
El Paso County, Texas  
My Commission Expires 3/26/88

*Barbara Ann Porban*  
NOTARY PUBLIC IN AND FOR  
EL PASO COUNTY, TEXAS

GF#81524/BP WARRANTY DEED

A portion of Tract 9-M (formerly known as Tract 9-A), Block 18, UFFER VALLEY SURVEYS, El Paso County, Texas, according to the resurvey made for tax purposes on file in the Office of the County Clerk of El Paso County, Texas, more particularly described by notes and bounds as follows:

**BEGINNING** at a point on the Easterly line of Bosque Road (40.00 feet wide), said point bears South  $00^{\circ} 09' 00''$  East a distance of 275.00 feet from the Northwestern Corner of said Tract 9-A;

**THENCE** East a distance of 157.68 feet to a point;

**THENCE** South a distance of 275.00 feet to a point;

**THENCE** West a distance of 156.96 feet to a point on the Easterly line of Bosque Road;

**THENCE** North  $00^{\circ} 09' 00''$  West a distance of 275.00 feet along the Easterly line of Bosque Road to the **POINT OF BEGINNING** and containing 0.993 acres of land, more or less.

(Said parcel is also known as Lot 1-A, Block 18, RIVERVIEW ESTATES.)

**EXHIBIT A**

178-1817



RESTRICTIONS - RIVER VIEW ESTATES

The following restrictions shall, in all things be observed, and complied with:

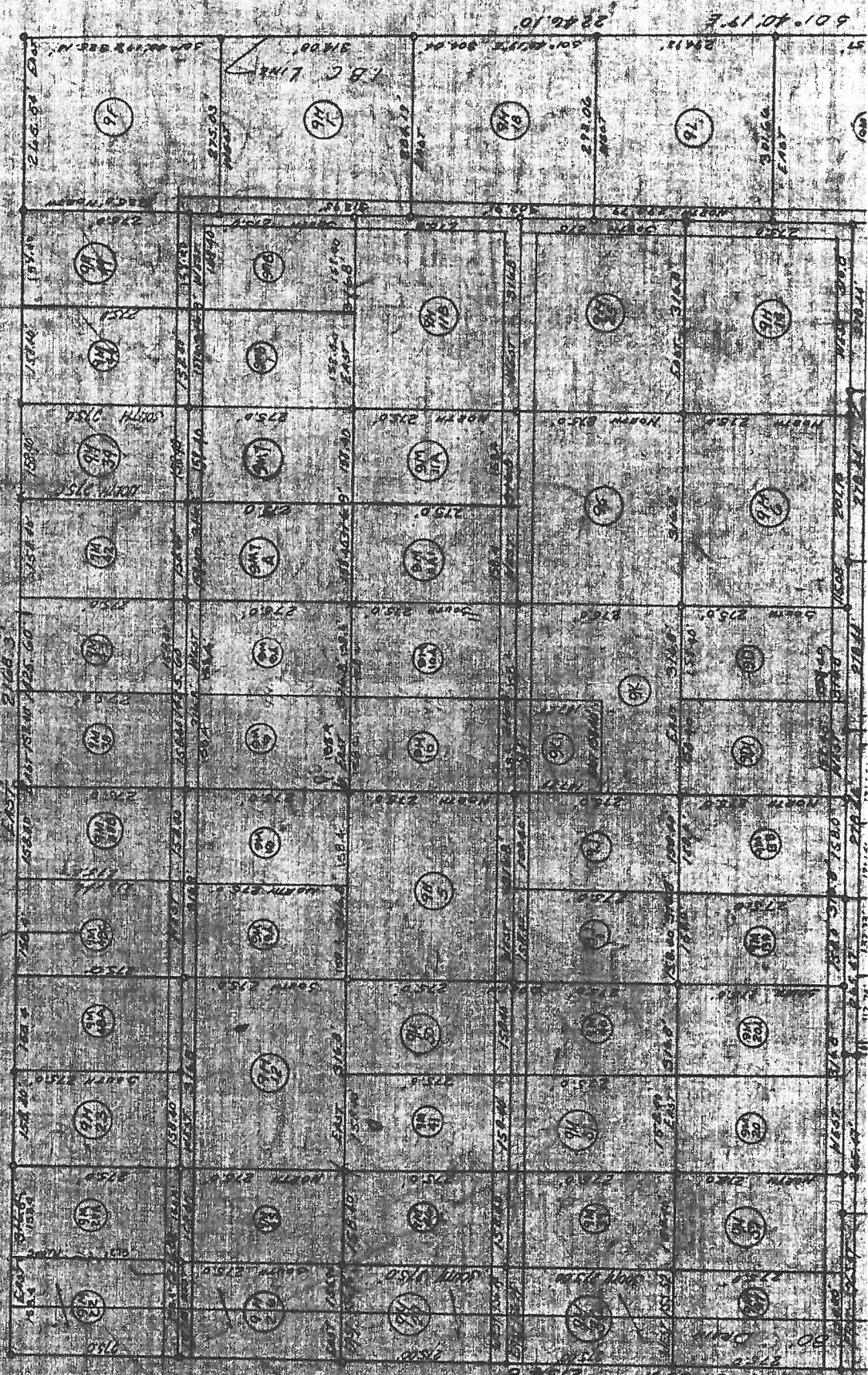
1. All homes placed on said premises shall contain a minimum of 1,700 square feet of living area.
2. Land can be subdivided, the smallest land parcel allowed will be 1 (one) acre plots;
3. Any improvements to be built upon said land shall be set back at least 50 feet from the front and 50 feet from each side line of the premises.
4. Irrigation water is available to each purchaser of land and is sole responsible for maintaining irrigation machinery and keeping ditches free of debris on their property;
5. Any exterior buildings shall match home placed on the premises and must be approved in writing and in advance of installation or placement on said premises, by Grantor or by committee of landowners in said addition, appointed by Grantor or, if Grantor so determines, elected by a majority in number of voting landowners in said addition;
6. Other than a dog, cat, horses, cattle, sheep or other small house pets, no other animal will be permitted on said premises at any time, nor will there be any cattle or hog feed lots, or any type of commercial operation with animals on these premises;
7. The premises herein conveyed, and all structures, improvements and homes placed thereon shall at all times be kept neat and clean and in good state of repair; and, if the premises are not so kept and maintained, Grantor, without notice or other formality, is granted the right, in Grantor's sole discretion, to enter upon said premises and to perform such work and install such material as Grantor deems necessary to place said structures, improvements and homes in a good state of repair or to make the premises clean and neat, and the cost thereof shall be payable to Grantor, in full, within 10 days after demand, in writing, is made therefor by Grantor and such cost shall be and become a lien upon said premises until fully paid;
8. No vehicular or automotive repair work shall be performed on said premises at any time, nor shall any business of any type whatever be conducted on said premises without first obtaining specific written consent thereto from Grantor or by a committee of landowners in said addition, appointed by Grantor, or if Grantor chooses, elected by a majority in number of voting landowners in said addition.
9. The premises herein conveyed shall be used and occupied in a manner that will not cause, create or maintain any nuisance, public or private, and that will not interfere with the use or enjoyment of other lots in this addition by other owners thereof.

These restrictions and covenants are hereby declared to be covenants running with the land and shall be fully binding upon all persons acquiring property in said subdivision whether by descent, devise, purchase or otherwise, and any person by the acceptance of title to any lot of this subdivision shall thereby agree and covenant to abide by and fully perform the foregoing restrictions and covenants. These covenants are to run with the land and shall be binding for a period of 25 years from the date hereof; at the end of such period, said restrictions and covenants shall automatically be extended for a successive period of 10 years unless, by a vote of a three-fourths majority of the then owners of the lots in said subdivision (each lot having one vote), taken prior to the expiration of said 25 year period and filed of record in said County, it is agreed to amend or release same.

If any person or persons shall violate or attempt to violate any of the restrictions and covenants herein, it shall be lawful for any person or persons owning any lot in said subdivision to prosecute proceedings at law or in equity against the person violating or attempting to violate any such restriction and covenant, in order to prevent him or them from so doing or to correct such violation or to recover damages or other relief for such violation. Invalidation of any one or any part of these restrictions by judgment or court order shall in no wise affect any of the other provisions or part of provisions which shall remain in full force and effect.

EXHIBIT "D"





9 01 . 10 17 E  
22 26 . 10

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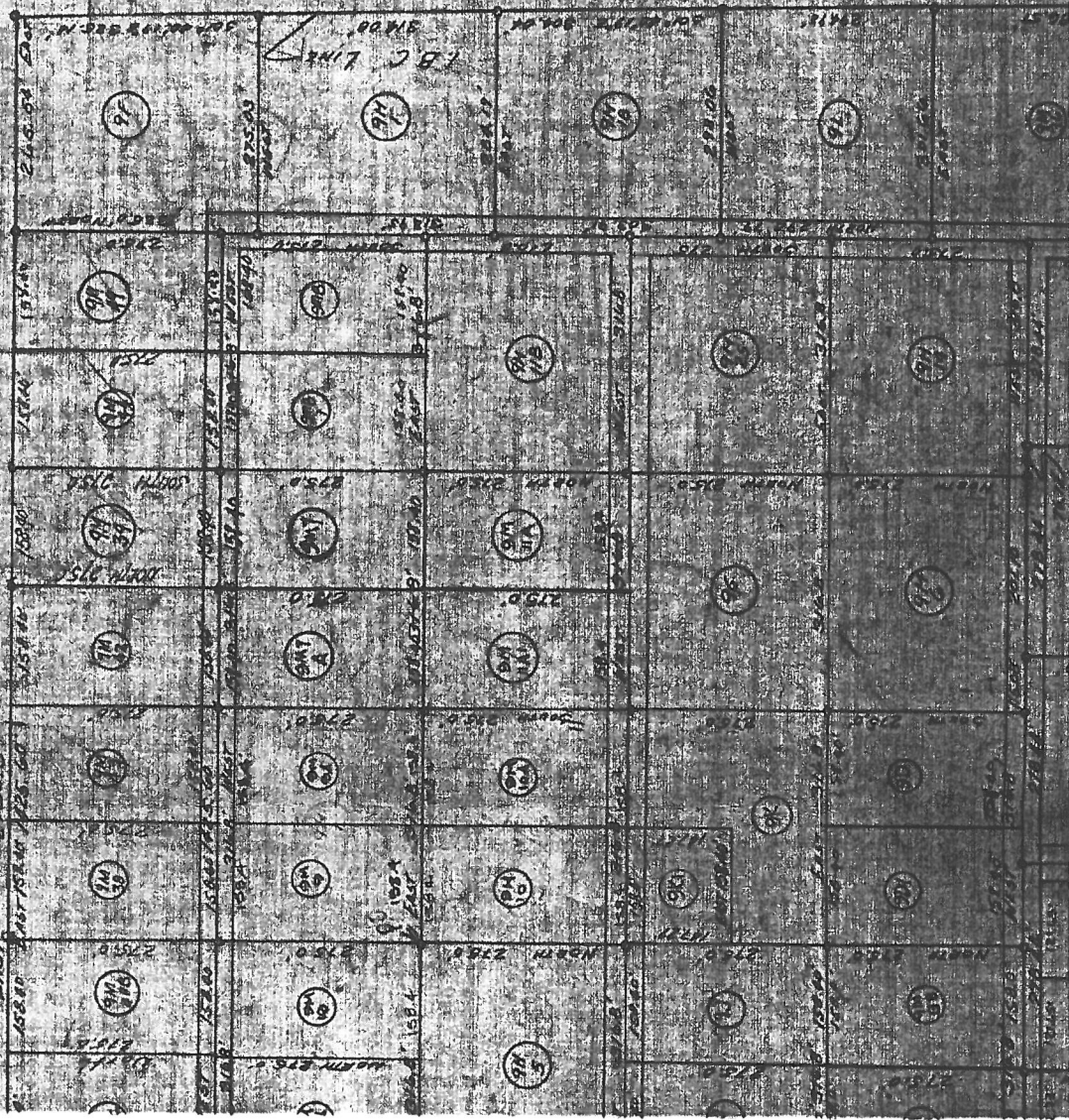
# SUPPLEMENTAL MAP UPPER VALLEY 18 TRACT 9

Scale 1" = 200' Contour

9150	Lot 10	100.00	0.00	0.00
9151	Lot 11	100.00	0.00	0.00
9152	Lot 12	100.00	0.00	0.00
9153	Lot 13	100.00	0.00	0.00
9154	Lot 14	100.00	0.00	0.00
9155	Lot 15	100.00	0.00	0.00
9156	Lot 16	100.00	0.00	0.00
9157	Lot 17	100.00	0.00	0.00
9158	Lot 18	100.00	0.00	0.00
9159	Lot 19	100.00	0.00	0.00
9160	Lot 20	100.00	0.00	0.00
9161	Lot 21	100.00	0.00	0.00
9162	Lot 22	100.00	0.00	0.00
9163	Lot 23	100.00	0.00	0.00
9164	Lot 24	100.00	0.00	0.00
9165	Lot 25	100.00	0.00	0.00
9166	Lot 26	100.00	0.00	0.00
9167	Lot 27	100.00	0.00	0.00
9168	Lot 28	100.00	0.00	0.00
9169	Lot 29	100.00	0.00	0.00
9170	Lot 30	100.00	0.00	0.00
9171	Lot 31	100.00	0.00	0.00
9172	Lot 32	100.00	0.00	0.00

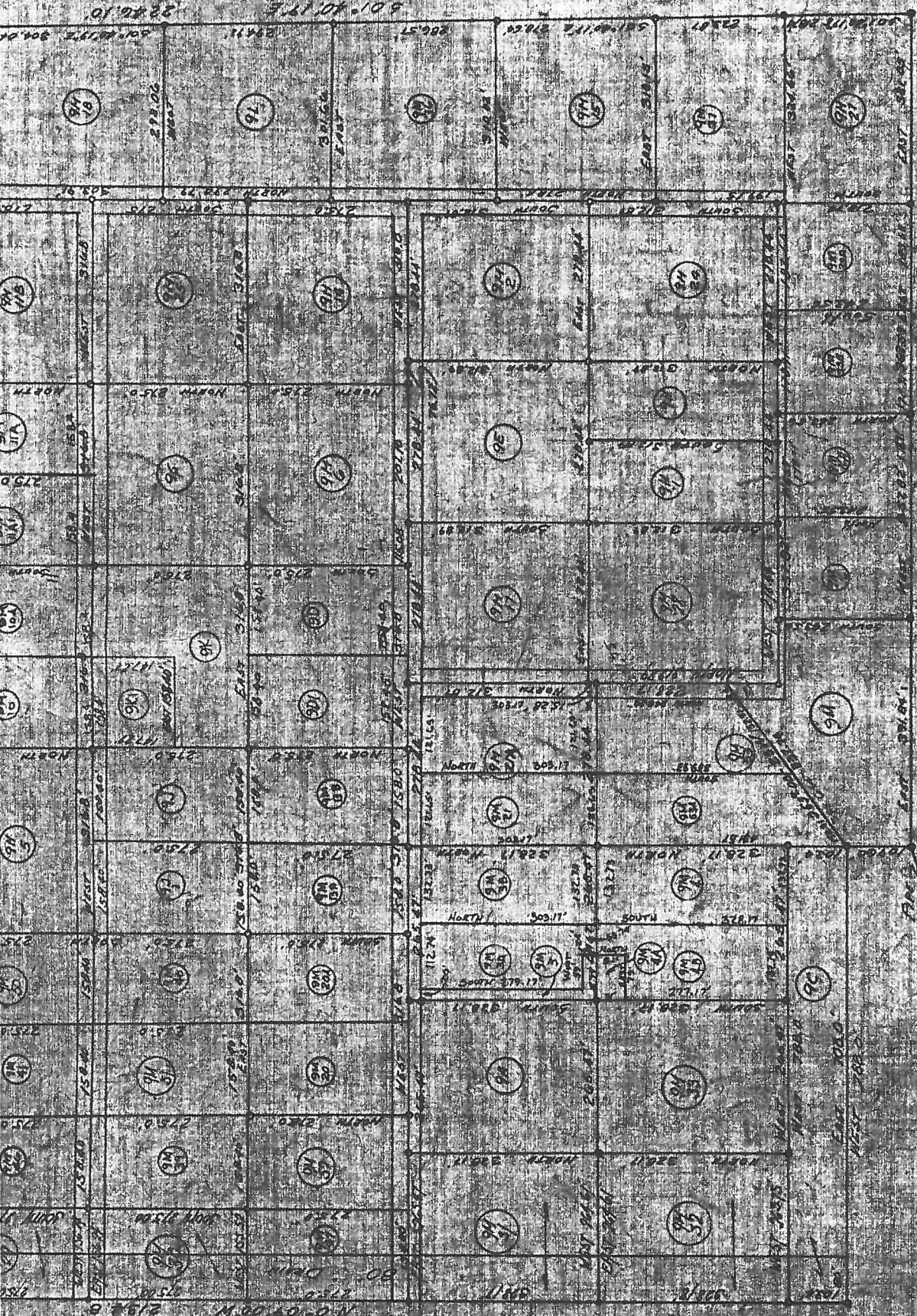
## Upper Valley District

Tract No.	Owner	Acres	Cont.
9150	John H. Linn	1.00	0.00
9151	John H. Linn	1.00	0.00
9152	John H. Linn	1.00	0.00
9153	John H. Linn	1.00	0.00
9154	John H. Linn	1.00	0.00
9155	John H. Linn	1.00	0.00
9156	John H. Linn	1.00	0.00
9157	John H. Linn	1.00	0.00
9158	John H. Linn	1.00	0.00
9159	John H. Linn	1.00	0.00
9160	John H. Linn	1.00	0.00
9161	John H. Linn	1.00	0.00
9162	John H. Linn	1.00	0.00
9163	John H. Linn	1.00	0.00
9164	John H. Linn	1.00	0.00
9165	John H. Linn	1.00	0.00
9166	John H. Linn	1.00	0.00
9167	John H. Linn	1.00	0.00
9168	John H. Linn	1.00	0.00
9169	John H. Linn	1.00	0.00
9170	John H. Linn	1.00	0.00
9171	John H. Linn	1.00	0.00
9172	John H. Linn	1.00	0.00





9121A	9121B	9121C	9121D	9121E	9121F	9121G	9121H	9121I	9121J	9121K	9121L	9121M	9121N	9121O	9121P	9121Q	9121R	9121S	9121T	9121U	9121V	9121W	9121X	9121Y	9121Z
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22.00.10

9.01.10.17.7

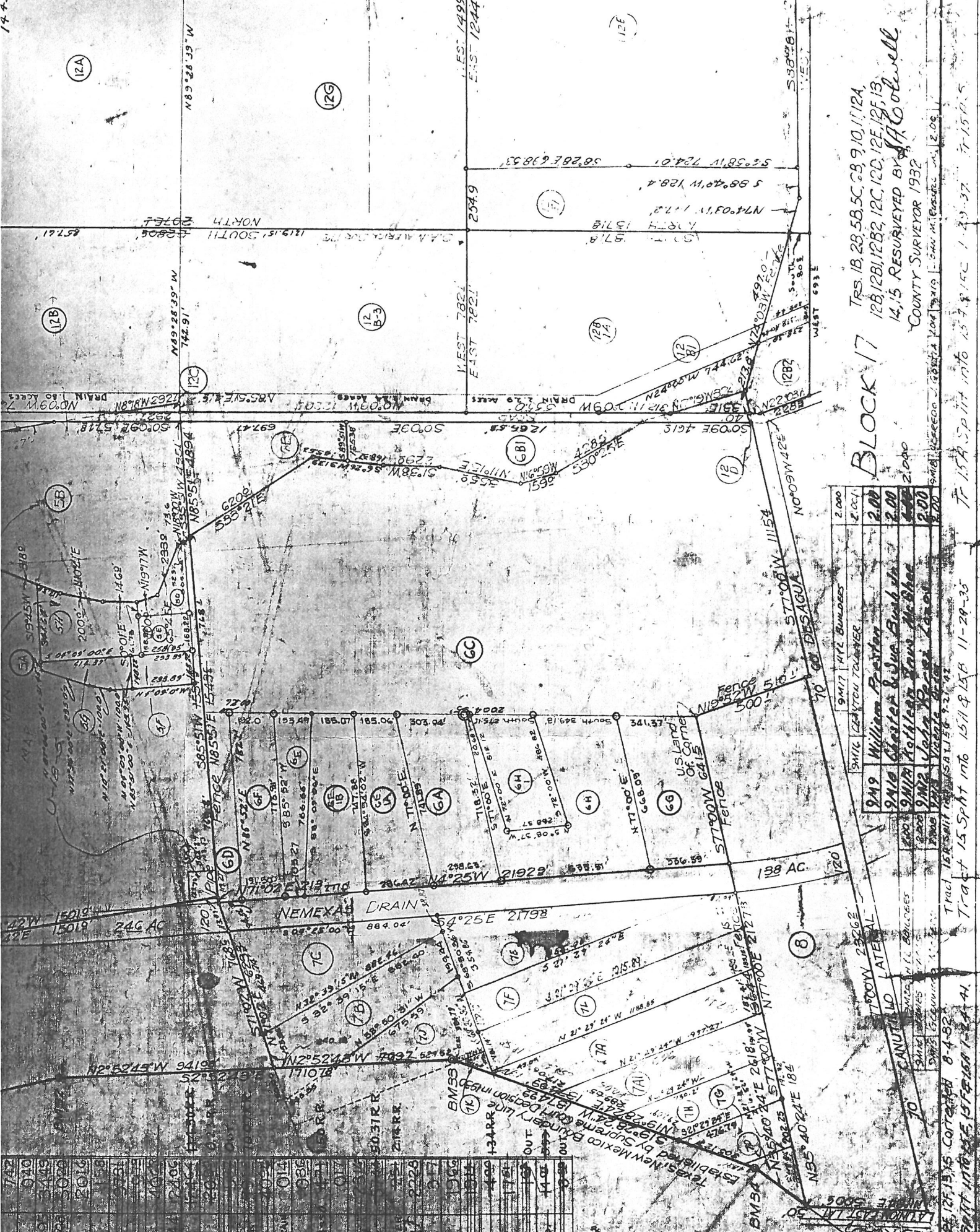
9.01.10.17.7

9.01.10.17.7









TRS. 18, 28, 58, 5C, 28, 9, 10, 11, 12A,  
 12B, 12B1, 12B2, 12C, 12C, 12E, 12F, 13,  
 14, 15 RESURVEYED BY **A. C. Howell**  
 COUNTY SURVEYOR 1932

# Block 17

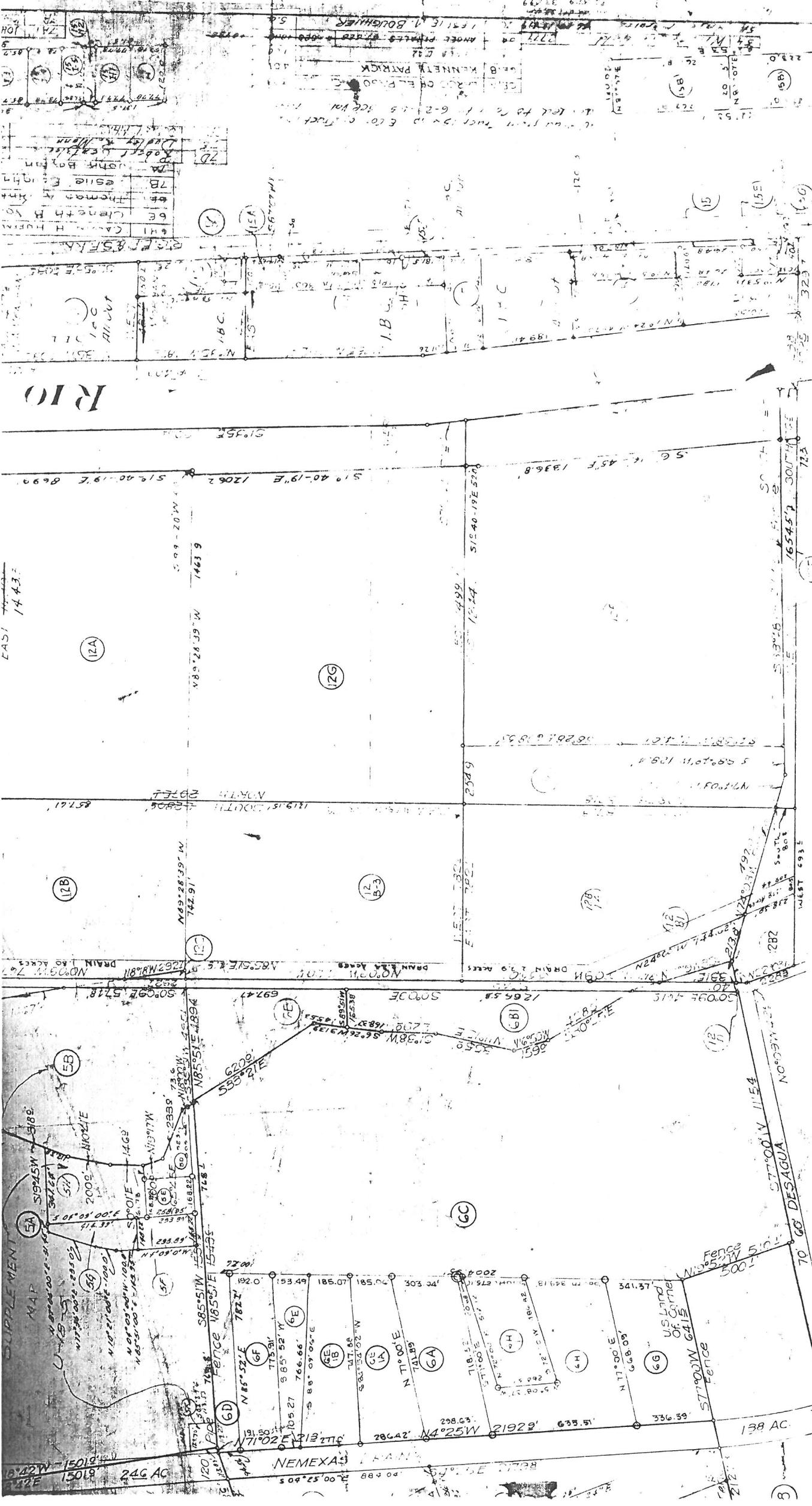
Parcel	Owner	Area
9M9	William Proster	2.00
9M10	Charles & Sue Bush	2.00
9M11	William Proster	2.00
9M12	Jerry Proster	2.00
9M13	Jerry Proster	2.00
9M14	Jerry Proster	2.00
9M15	Jerry Proster	2.00
9M16	Jerry Proster	2.00
9M17	Jerry Proster	2.00
9M18	Jerry Proster	2.00
9M19	Jerry Proster	2.00
9M20	Jerry Proster	2.00
9M21	Jerry Proster	2.00
9M22	Jerry Proster	2.00
9M23	Jerry Proster	2.00
9M24	Jerry Proster	2.00
9M25	Jerry Proster	2.00
9M26	Jerry Proster	2.00
9M27	Jerry Proster	2.00
9M28	Jerry Proster	2.00
9M29	Jerry Proster	2.00
9M30	Jerry Proster	2.00

Parcel	Owner	Area
10	Kohlberg	2.00
11	Kohlberg	2.00
12	Kohlberg	2.00
13	Kohlberg	2.00
14	Kohlberg	2.00
15	Kohlberg	2.00
16	Kohlberg	2.00
17	Kohlberg	2.00
18	Kohlberg	2.00
19	Kohlberg	2.00
20	Kohlberg	2.00
21	Kohlberg	2.00
22	Kohlberg	2.00
23	Kohlberg	2.00
24	Kohlberg	2.00
25	Kohlberg	2.00
26	Kohlberg	2.00
27	Kohlberg	2.00
28	Kohlberg	2.00
29	Kohlberg	2.00
30	Kohlberg	2.00

TEXAS NEW MEXICO  
 BOUNDARY LINE  
 ESTABLISHED BY SUPREMACY  
 COURT DECISION IN 1895

Parcel	Owner	Area
31	Proster	2.00
32	Proster	2.00
33	Proster	2.00
34	Proster	2.00
35	Proster	2.00
36	Proster	2.00
37	Proster	2.00
38	Proster	2.00
39	Proster	2.00
40	Proster	2.00
41	Proster	2.00
42	Proster	2.00
43	Proster	2.00
44	Proster	2.00
45	Proster	2.00
46	Proster	2.00
47	Proster	2.00
48	Proster	2.00
49	Proster	2.00
50	Proster	2.00

TR 15A Split into 15A 11-29-35  
 TR 15A Split into 15A 11-29-35



**BLOCK 17**

TRSS. 18, 25, 58, 50, 28, 9, 10, 12A,  
 12B, 12C, 12D, 12E, 12F, 12G,  
 14, 15 RESURVEYED BY **A.C. Colwell**  
 COUNTY SUPERVISOR 1930

PLAT	OWNER	ACRES
9M9	William Perten	2.00
9M10	Clister & Sue Bush Jr	2.00
9M11	Arthur & Jew McChes	2.00
9M12	John P. P. Jones	2.00
9M13	Victor & Cec	2.00

APPROVED BY **W. A. Colwell**  
 COUNTY SUPERVISOR  
 SCALE 1" = 30' FF

EAST 14 43'

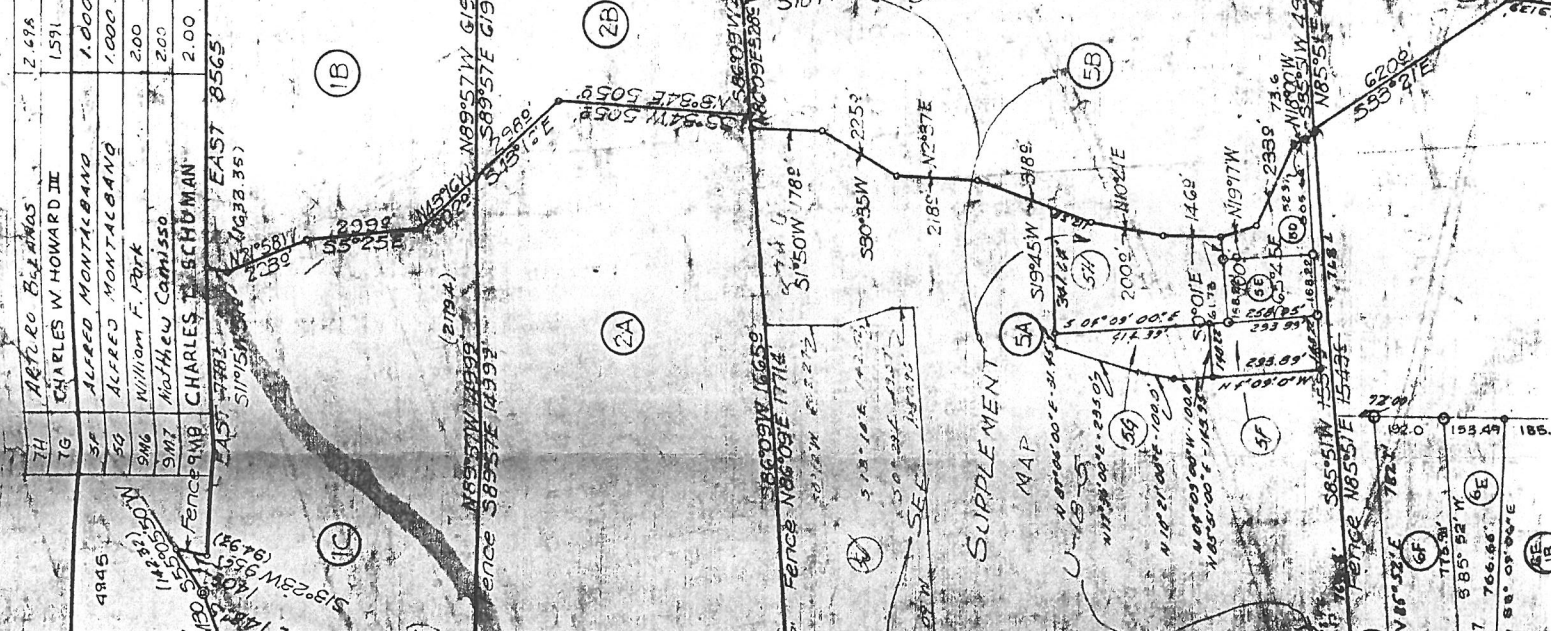
7A	John Boykin
7B	Essie E. 1971
7C	Thomas A. 1971
7D	Robert L. 1971
7E	Clara H. 1971
7F	1971
7G	1971
7H	1971

1971

1971



74	ARTURO BILLAGAS	2.674	TJ	A. P. DUBO	3.0689
75	CHARLES W HOWARD III	1.591	TK	Art P. DUBO	0.1876
76	ALFRED MONTALBANO	1.000	TL	John A. PUGH	4.9799
77	ALFRED MONTALBANO	1.000			
78	William F. Park	200			
79	Madhew Camisso	200			
80	CHARLES T. SCHUMAN	2.00			



9A	TRIM BUILDERS	73.374	27.58	1.000
9B	LORENZO HONGUIN	53.38	62.13	1.80
9C	CITY OF EL PASO	2.00	2000	2000
9D	RALPH E. GORDON	2000	2000	2000
9E	H. L. BUILDERS	2000	2000	2000
9F	WALTER HARREY III	2000	2000	2000
9G	NEAL SANDWATE	2000	2000	2000

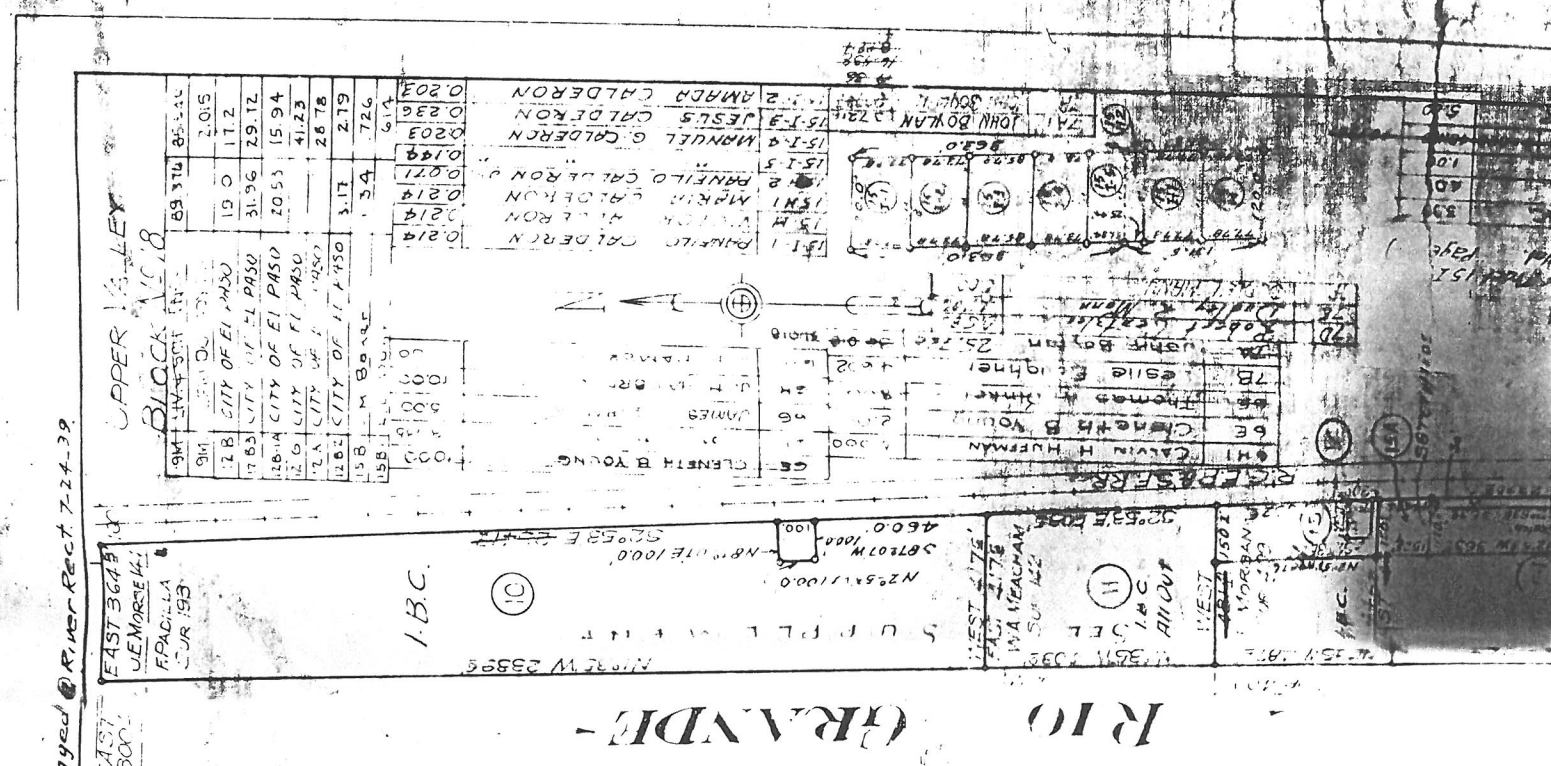
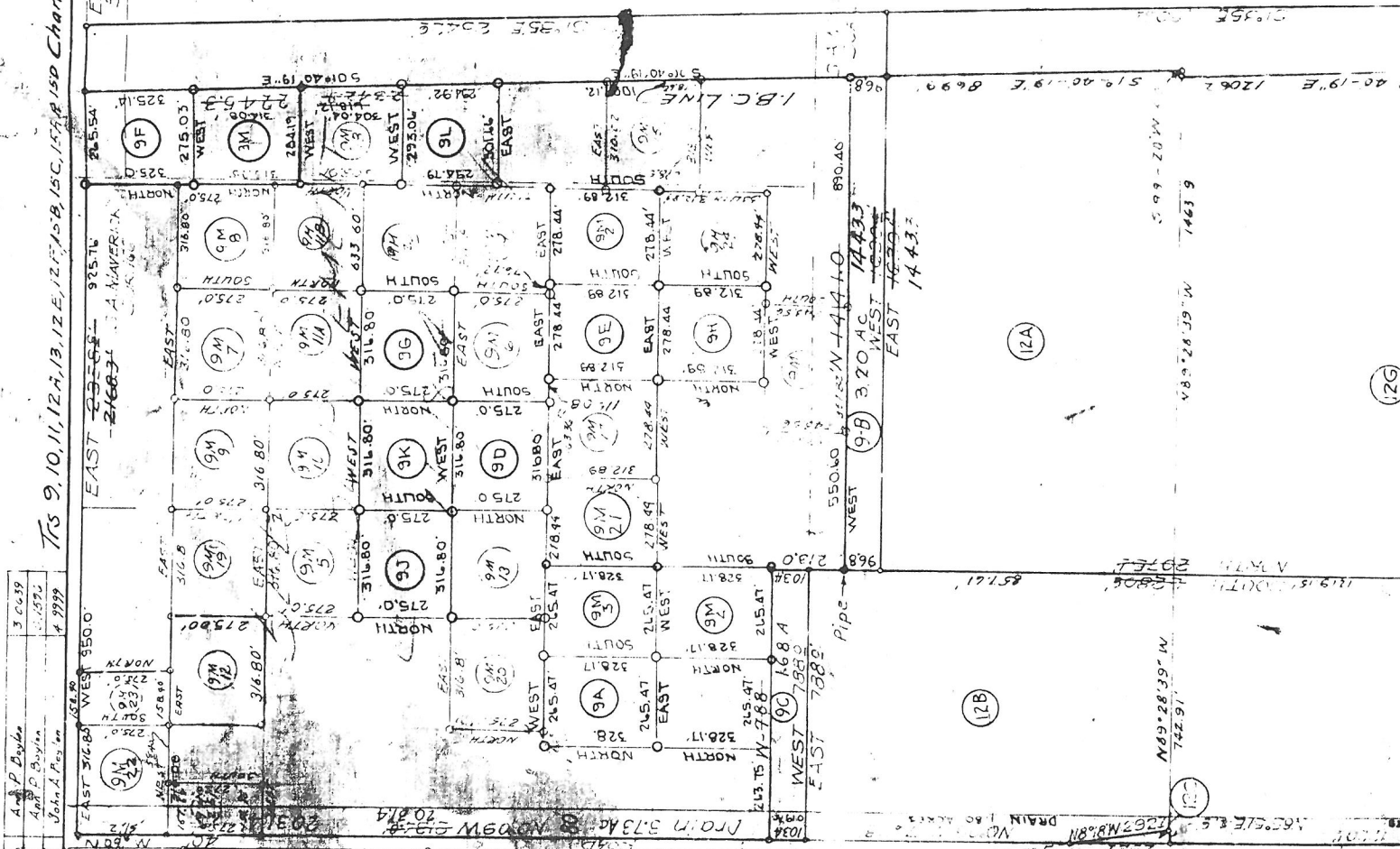
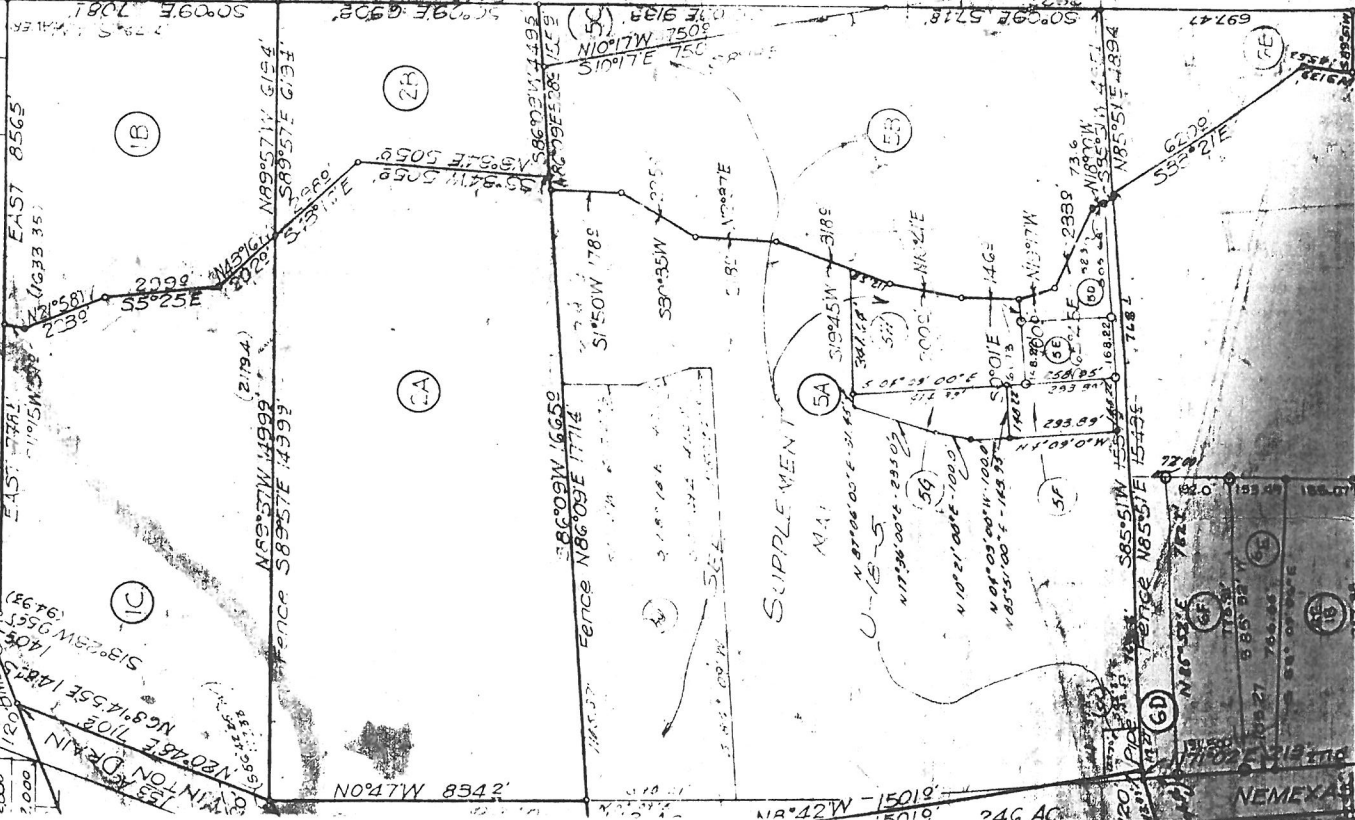
100	Walter Sandwate	1.200
101	Walter Sandwate	3.202
102	B. HANSON	1.74
103	A. M. HANSON	20.63
104	A. M. HANSON	40.39
105	A. M. HANSON	9.98
106	Walter Sandwate	2.00
107	Walter Sandwate	0.50
108	Walter Sandwate	5.117
109	Walter Sandwate	1.998
110	Walter Sandwate	7.49
111	Walter Sandwate	1000
112	Walter Sandwate	2.00
113	Walter Sandwate	2.00
114	Walter Sandwate	2.00
115	Walter Sandwate	2.00
116	Walter Sandwate	2.00
117	Walter Sandwate	2.00
118	Walter Sandwate	2.00
119	Walter Sandwate	2.00
120	Walter Sandwate	2.00

T1S 9, 10, 11, 12A, 13, 14, 15, 12E, 12F, 12G

N 89° 28' 39" W  
742.91'

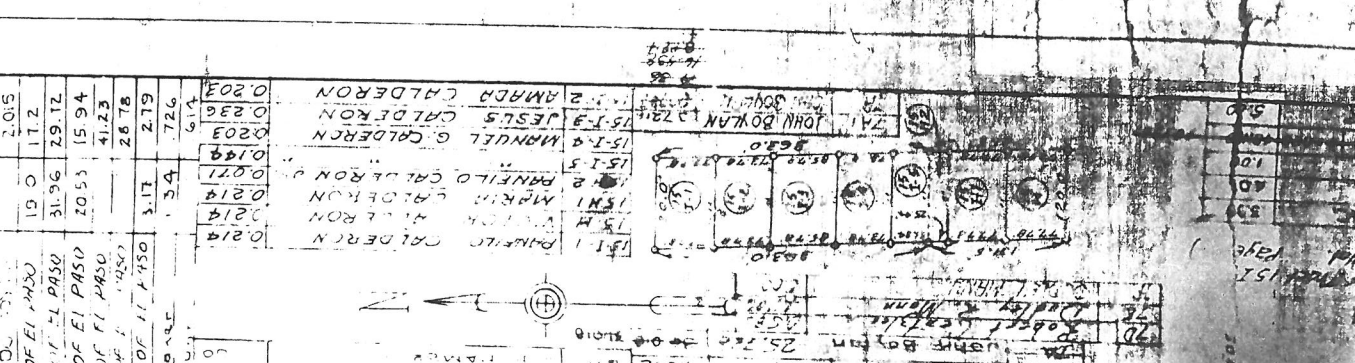
(12G)

3.37	57.5K	1.00	53.88	4945	74	ART. CO. PALMAS	2.516	3.0639
			62.13		75	CHARLES W HOWARD III	1591	1.5970
			1.80		76	ALFRED MONTALBANO	1000	4.9999
			2.00		77	ALFRED MONTALBANO	1000	
			2.00		78	WILLIAM F. FORK	200	
			2.00		79	MICHAEL CAMISSO	200	
			2.00		80	CHARLES T. SCHUMAN	2.00	



UPPER 1/4 LEX  
BLOCK 1118

9M	1783	1784	1785	1786	1787	1788	1789	1790	1791	1792
1783	1784	1785	1786	1787	1788	1789	1790	1791	1792	1793
1783	1784	1785	1786	1787	1788	1789	1790	1791	1792	1793
1783	1784	1785	1786	1787	1788	1789	1790	1791	1792	1793
1783	1784	1785	1786	1787	1788	1789	1790	1791	1792	1793





A C K N O W L E D G M E N T

State of Texas    )  
                          ) ss  
County of Potter )

I, Joe H. DeLoach, a Notary Public in and for said State and County, do hereby certify that J. H. F. Bradley, (Regional Director) (~~Acting Regional Director~~), Southwest Region, Bureau of Reclamation, personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that, as such official, he executed the above instrument as his free and voluntary act on behalf of the United States of America, pursuant to authority conferred by law.

Given under my hand and Notary Seal this 2th day of June, 1974.

Joe H. DeLoach  
Notary Public

(SEAL)

My Commission Expires: 6-1-75



RELEASE OF RIGHT-OF-WAY

WHEREAS, when the city of El Paso placed its water wells in operation, the water table was reduced to a point that made portions of the Vinton River Drain, a facility of the Rio Grande Project, no longer necessary for project purposes, and portions of the drain have been completely filled in; and

WHEREAS, said drain right-of-way of the Bureau of Reclamation, United States Department of the Interior, was established by prescription, and there is no record title in the United States; and

WHEREAS, the United States, through the Bureau of Reclamation, agrees to further evidence its intent to abandon excess portions of said drain right-of-way.

NOW, this release witnesseth as follows:

The United States, through the Bureau of Reclamation, hereby releases and abandons excess portions of the drain right-of-way over and across lands described in schedule "A," as shown on schedule "B."

IN WITNESS WHEREOF, I have executed this instrument this 27th day of July 1974.

UNITED STATES OF AMERICA

By J. A. Bradley  
Regional Director  
Southwest Region  
Bureau of Reclamation

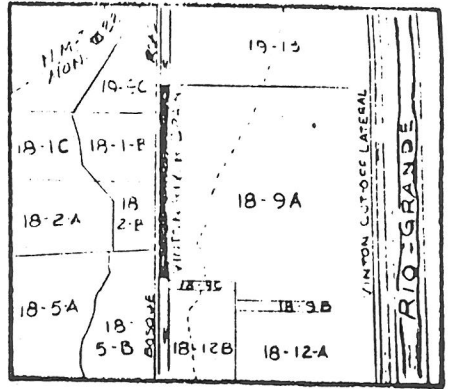
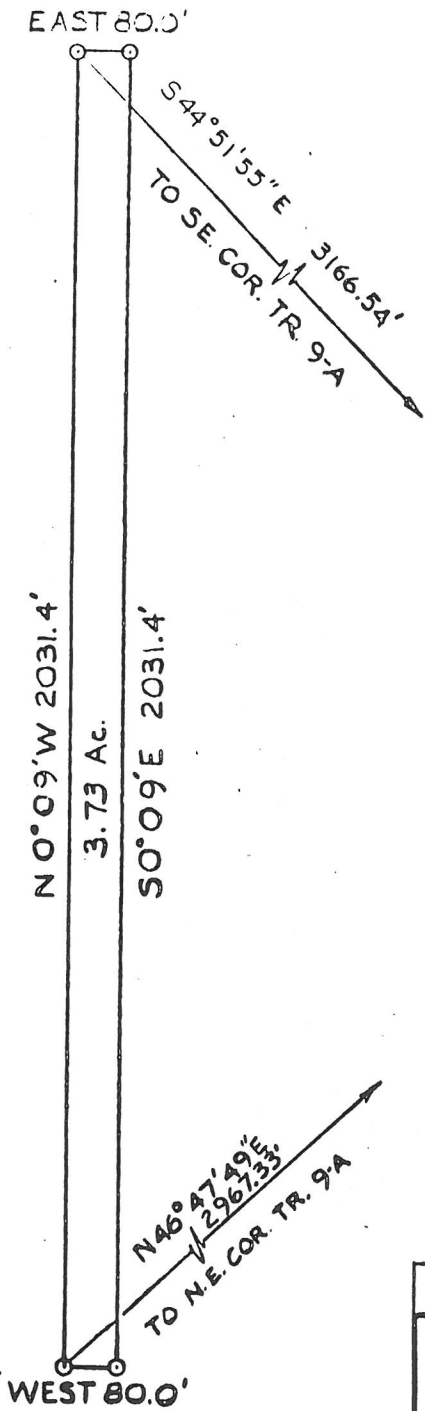


## DESCRIPTION

A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, adjoining Tract No. 9 A, Block 18, Upper Valley Surveys, of the approved surveys of said county of El Paso, and more particularly described by metes and bounds as follows, to wit:

Beginning at the southwest corner of the tract herein described, said corner being common to the southwest corner of Tract 9A, Block 18, Upper Valley Surveys, whence the northeast corner of Tract 9A bears N  $46^{\circ} - 47' - 49''$  E 2967.33 feet; thence N  $0^{\circ} - 09'$  W 2031.4 feet; thence East 80.0 feet; thence S  $0^{\circ} - 09'$  E 2031.4 feet; thence West 80.0 feet to the point of beginning containing 3.73 acres, more or less, all as shown on copy of Drawing No. 23-503-7663, attached hereto and made a part hereof.





LOCATION MAP

ADJACENT TO TRACT 9A, BLOCK 18, UPPER VALLEY SURVEYS, EL PASO, TEXAS  
 SURVEY AS APPROVED BY COMMISSIONERS COURT ON DEC 12, 1932

Schedule B

SCALE: 1" = 300'

 <b>ALWAYS THINK SAFETY</b>	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION	
RIO GRANDE PROJECT-NEW MEXICO-TEXAS VINTON RIVER DRAIN EXCESS RIGHT-OF-WAY	
DRAWN...J.S.P...	SUBMITTED...V.L. Shankle...
TRACED...	RECOMMENDED...Allbock...
CHECKED...VLS...	APPROVED...J.W. Ullrich...
EL PASO, TEXAS 4-12-74	23-503-7663



RELEASE OF RIGHT-OF-WAY

WHEREAS, when the city of El Paso placed its water wells in operation, the water table was reduced to a point that made portions of the Vinton River Drain, a facility of the Rio Grande Project, no longer necessary for project purposes, and portions of the drain have been completely filled in; and

WHEREAS, said drain right-of-way of the Bureau of Reclamation, United States Department of the Interior, was established by prescription, and there is no record title in the United States; and

WHEREAS, the United States, through the Bureau of Reclamation, agrees to further evidence its intent to abandon excess portions of said drain right-of-way.

NOW, this release witnesseth as follows:

The United States, through the Bureau of Reclamation, hereby releases and abandons excess portions of the drain right-of-way over and across lands described in schedule "A," as shown on schedule "B."

IN WITNESS WHEREOF, I have executed this instrument this 7th day of July 1974.

UNITED STATES OF AMERICA

By

J. A. Bradley  
Regional Director  
Southwest Region  
Bureau of Reclamation

A C K N O W L E D G M E N T

State of Texas    )  
                          ) ss  
County of Potter )

I, Tom Anderson, a Notary Public in and for said State and County, do hereby certify that J. A. Bradley, (Regional Director) (~~Acting Regional Director~~), Southwest Region, Bureau of Reclamation, personally known to me to be the same person and official who executed the above and foregoing instrument, appeared before me this day in person and acknowledged that, as such official, he executed the above instrument as his free and voluntary act on behalf of the United States of America, pursuant to authority conferred by law.

Given under my hand and Notary Seal this 2<sup>nd</sup> day of May, 1974.

Tom Anderson  
Notary Public

(SEAL)

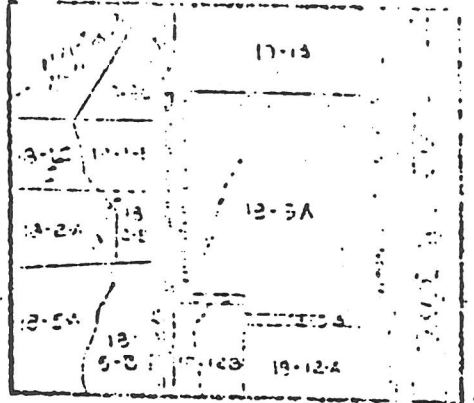
My Commission Expires: 6-1-75



## DESCRIPTION

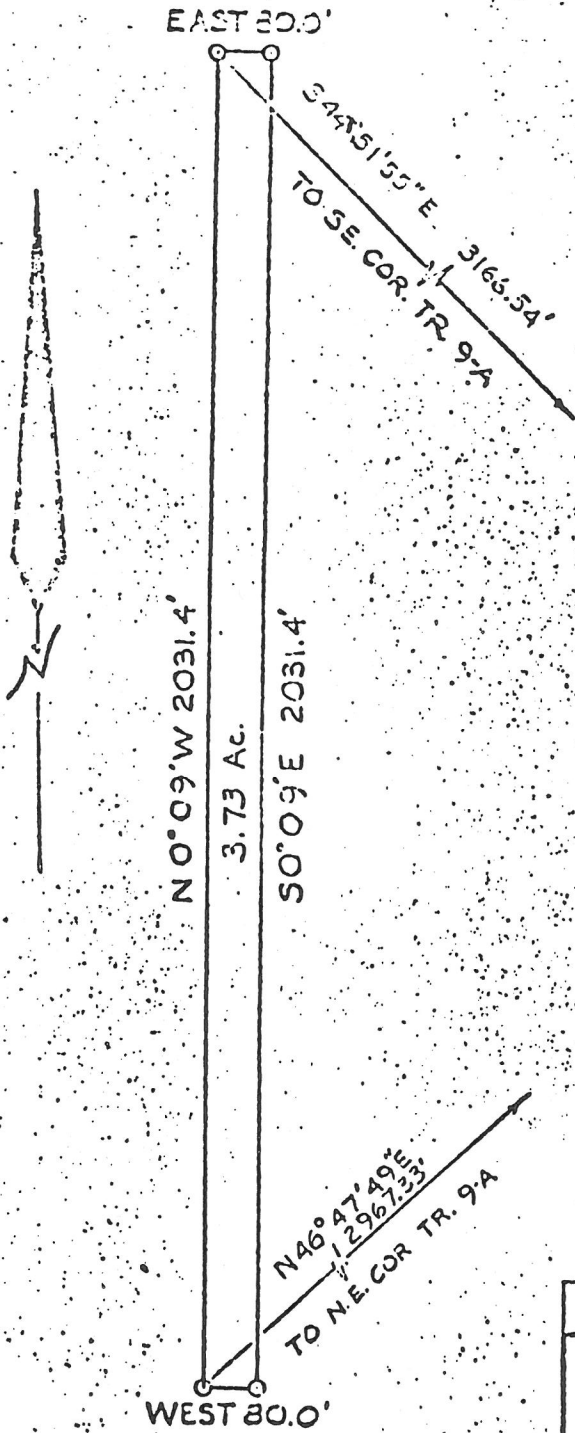
A piece or parcel of land situate, lying, and being in the County of El Paso, State of Texas, adjoining Tract No. 9 A, Block 18, Upper Valley Surveys, of the approved surveys of said county of El Paso, and more particularly described by metes and bounds as follows, to wit:

Beginning at the southwest corner of the tract herein described, said corner being common to the southwest corner of Tract 9A, Block 18, Upper Valley Surveys, whence the northeast corner of Tract 9A bears N  $46^{\circ} - 47' - 49''$  E 2967.33 feet; thence N  $0^{\circ} - 09'$  W 2031.4 feet; thence East 80.0 feet; thence S  $0^{\circ} - 09'$  E 2031.4 feet; thence West 80.0 feet to the point of beginning containing 3.73 acres, more or less, all as shown on copy of Drawing No. 23-503-7663, attached hereto and made a part hereof.



LOCATION MAP

ADJACENT TO TRACT 9A, BLOCK 18, UPPER VALLEY SURVEY, EL PASO, TEXAS SURVEY AS APPROVED BY COMMISSIONERS COURT ON DEC 12, 1932

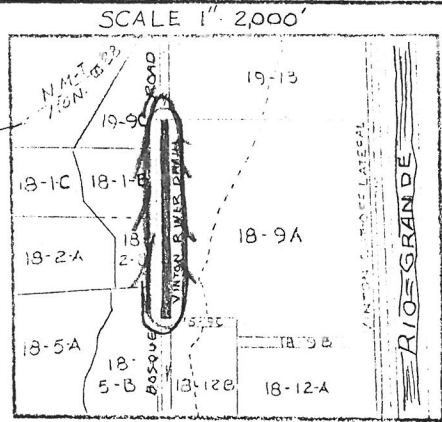
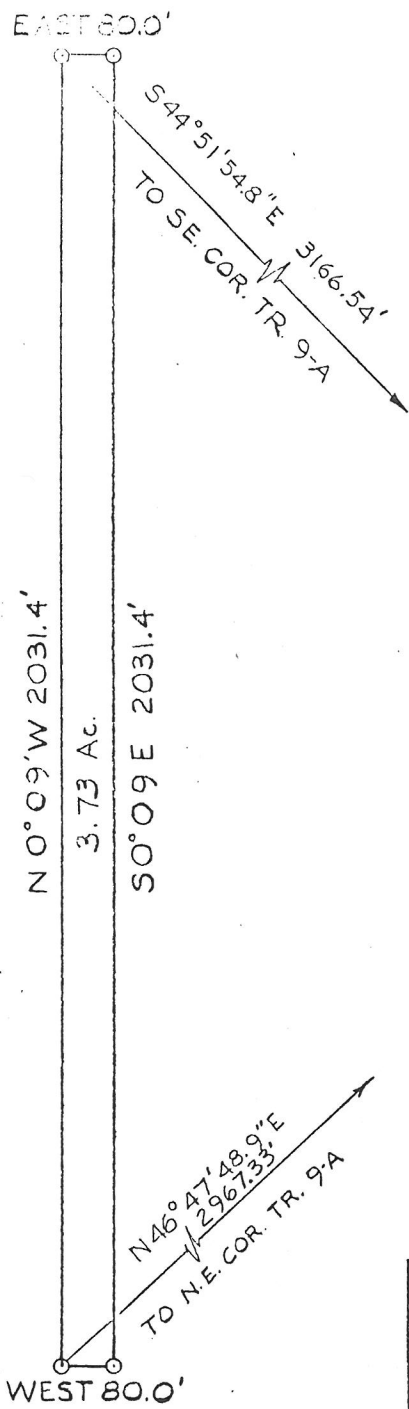


Schedule B

SCALE: 1" = 300'

ALWAYS THINK SAFETY	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT-NEW MEXICO TEXAS VINTON RIVER DRAIN EXCELSIOR	
DRAWN... J.S.S.	SUBMITTED... V.L. [Signature]
TRACED.....	RECOMMENDED... [Signature]
CHECKED... V.S.	APPROVED... [Signature]
EL PASO	





LOCATION MAP

ADJACENT TO TRACT 9A BLOCK  
18, UPPER VALLEY SURVEYS,  
EL PASO, TEXAS  
SURVEY AS APPROVED BY  
COMMISSIONERS COURT ON  
FEB. 8, 1932

SCALE: 1" = 300.0'

<b>ALWAYS THINK SAFETY</b>	
UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION RIO GRANDE PROJECT · NEW MEXICO · TEXAS VINTON RIVER DRAIN EXCESS RIGHT-OF-WAY	
DRAWN .. J.S.P. ....	SUBMITTED .....
TRACED .....	RECOMMENDED .....
CHECKED .....	APPROVED .....
EL PASO, TEXAS 4-12-74	23-503-7663