

#3175

Deed File No. 41545
WARRANTY DEED

Form 1728 Arizona

I.R.S. Cancelled \$10.45
S. F. P. R. R. CO. 10-31 1947

THIS INDENTURE, Made this first day of October, one thousand, nine hundred and forty-seven, by and between SANTA FE PACIFIC RAILROAD COMPANY, a corporation, duly incorporated by Act of Congress approved March 3, 1897, hereinafter designated as Grantor, and CLEMANS CATTLE COMPANY, an Arizona corporation of the County of _____, State of _____, hereinafter designated as Grantee.

WITNESSETH, That Grantor for and in consideration of the sum of Nine Thousand, four hundred and no/100 Dollars, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, and by these presents doth grant, bargain, sell and convey, subject to the reservations, exceptions, and conditions hereinafter contained, unto Grantee and the heirs and assigns of Grantee, that certain real property situated in the Counties of Navajo and Coconino, in the State of Arizona, described as follows, to-wit:

GILA AND SALT RIVER MERIDIAN, ARIZONA

Township nineteen North, Range fifteen East

All section 7 lying south and west of right of way of The Atchison, Topeka and Santa Fe Railway Company, containing 15.24 acres, all section 15 lying south and west of a line 100 feet south and west of and parallel with the southerly right of way of The Atchison, Topeka and Santa Fe Railway Company, containing 19.80 acres, S $\frac{1}{2}$ section 17, containing 320.00 acres, section 19, containing 620.48 acres, section 20, containing 640.00 acres, E $\frac{1}{2}$ N $\frac{1}{2}$, NW $\frac{1}{2}$ and S $\frac{1}{2}$ section 21, containing 560.00 acres, section 29, containing 640.00 acres, section 30, containing 624.00 acres, section 31, containing 628.96 acres, and section 33, containing 640.00 acres.

Containing in the aggregate four thousand, seven hundred eight and forty-eight hundredths acres.

Subject to all conditions, exceptions or reservations contained in Patent or Patents to said lands from the United States of America.

Subject also to agreement dated August 8, 1930 with American Telephone and Telegraph Company of Wyoming for Albuquerque-Katherine Toll line across sections 29 and 33.

Grantor expressly reserves and excepts all oil, gas, coal and minerals whatsoever, already found or which may hereafter be found, upon or under said lands, with the right to prospect for, mine and remove the same, and to use so much of the surface of said lands as shall be necessary and convenient for shafts, wells, tanks, pipe lines, rights of way, railroad tracks, storage purposes, and other and different structures and purposes necessary and convenient for the digging, drilling and working of any mines or wells which may be operated on said lands. Grantor, or its successors or assigns, will pay to Grantee, or the legal representatives, heirs, successors or assigns of Grantee, a fixed price per acre for the surface of all lands appropriated under this exception and reservation, which price shall be equal to the average price per acre paid for all the lands above described, together with the fair value of the buildings and permanent improvements, if any, on the land the surface of which is so appropriated. If the parties cannot agree upon such fair value it shall be fixed by three appraisers, of whom each party shall appoint one and the two so appointed shall appoint the third.

This conveyance is made subject to and upon condition that in the event that Grantor, or its successors or assigns, or The Atchison, Topeka and Santa Fe Railway Company, or its successors or assigns, or any railroad company at least a majority of whose stock it owns, may at any time hereafter desire to construct across the premises hereinabove described, any railroad tracks, telegraph and telephone lines, or other electric wire line, oil or water pipe lines, roadways, ditches, flumes or aqueducts, or to operate on said premises gravel and ballast pits and quarries and take material therefrom for railroad purposes, the right of way for any such tracks, telegraph, telephone or other electric wire lines, pipe lines, roadways, ditches, flumes and aqueducts, of sufficient width for the proper protection, maintenance and operation thereof, and the land necessary and convenient for the operation of such gravel and ballast pits and

quarries and the taking of material therefrom for railroad purposes, may be appropriated by any such Company desiring to construct such tracks, wire lines, pipe lines, roadways, ditches, flumes or aqueducts, or to operate such gravel and ballast pits and quarries, upon such Company paying or offering to pay to Grantee, or the legal representatives, heirs, successors or assigns of Grantee, a fixed price per acre for the land so appropriated, which price shall be equal to the average price per acre paid for all the land above described, together with the fair value of all buildings and permanent improvements constructed upon the land so appropriated; and Grantee, or the legal representatives, heirs, successors or assigns of Grantee, will convey to such Company such appropriated right of way upon demand and tender of payment as aforesaid.

TO HAVE AND TO HOLD the said real property above described, and its appurtenances, unto Grantee, and the heirs and assigns of Grantee forever, subject always, however, to the reservations, exceptions, covenants and conditions above contained and hereinafter set forth.

And Grantor doth hereby covenant with Grantee, and the heirs and assigns of Grantee, that it is lawfully seized of the aforesaid real property, and that the same is free and clear of all incumbrances whatsoever, and that it will forever warrant and defend the title to the said real property unto Grantee, and the heirs and assigns of Grantee, against all persons lawfully claiming or to claim the same, except taxes levied after December 31st, 1947, provided, however, that it is expressly understood and agreed between the parties hereto that in case the title to any of such land intended hereby to be conveyed should fail, and Grantee should be evicted therefrom, or from any portion thereof, by any person or persons holding title paramount to the title so intended hereby to be conveyed, that then and in such event, the measure of damages on account thereof, as well as for the breach of any covenant of warranty contained in this deed, whether expressed or implied, shall be such sum, and no more, as will be produced by multiplying the number of acres to which such title shall have failed by the average price per acre paid by Grantee to Grantor for the whole of said real property; and in no event shall the amount of damages which Grantee shall be entitled to receive or recover from Grantor, on account of any breach or breaches in the covenant or covenants contained in this deed, whether expressed or implied, exceed the said amount above expressed as the consideration hereof, and interest on such amount from the date of the payment thereof at the rate of five per cent per annum.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed in its corporate name by its President or Vice President, and its corporate seal to be hereunto affixed, duly attested by its Secretary or an Assistant Secretary, the day and year first above written.

SANTA FE PACIFIC RAILROAD COMPANY,

(Corporate Seal)

By R. G. Rydin

Vice-President.

ATTEST:

H B Fink

Secretary.

STATE OF California,)
COUNTY OF San Francisco,) ss.

This instrument was acknowledged before me, this 27th day of October, 1947, by R. G. RYDIN, as the Vice-President of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation,

(Notary Seal)

Emma L. Mac Hugh

My commission expires January 15, 1948

Notary Public.

STATE OF KANSAS,)
COUNTY OF SHAWNEE,) ss.

This instrument was acknowledged before me, this 30th day of October, 1947, by H. B. FINK, as the Secretary of the SANTA FE PACIFIC RAILROAD COMPANY, a corporation.

(Notary Seal)

R D Brown

My commission expires June 21, 1948

Notary Public.

Recorded at Request of Clark, Scoville & Coker
 November 21st, A.D. 1947 at 9:00 o'clock A.M.
 Marie Holly, County Recorder
 Edna Mae Thornton, Deputy

#3187

QUIT-CLAIM DEED

THIS INDENTURE made this 17th day of November, 1947, between Elmer Carlos of Holbrook, Navajo County, Arizona; Wilbur Carlos of Flagstaff, Coconino County, Arizona; Mrs. Stacy A. Ellis of Coconino County, Arizona; Wilbur S. Carlos (sometimes known as W. S. Carlos) of Coconino County, Arizona; Elmer Carlos of Navajo County, Arizona; Margaret Briley of Coconino County, Arizona; Ruth Bradford of Coconino County, Arizona; Irene Bradford of Coconino County, Arizona; Mary Lee Scott of Coconino County, Arizona; the parties of the first part and Margaret Louise Sproat, a single woman of Flagstaff, Coconino County, Arizona, party of the second part, WITNESSETH:

That said parties of the first part for and in consideration of the sum of One and no/100 (\$1.00) Dollars and other good and valuable consideration to them paid by the party of the second part, the receipt whereof is hereby acknowledged and confessed, has remised, released and quitclaimed and by these presents do hereby remise, release and quit-claim unto the said party of the second part and unto her heirs and assigns forever, all the right, title, interest, claim, estate and demand which the said parties of the first part have in and to the following described real estate and property situated in the County of Coconino, State of Arizona, to-wit:

The Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$); the East Half of the Southwest Quarter of the Northeast Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$); the North Half of the North Half of the Northeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$); the North Half of the Northeast Quarter of the Northwest Quarter of the Southeast Quarter (N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$); the Southeast Quarter of the Northwest Quarter of the Northeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$); the East Half of the Southwest Quarter of the Northeast Quarter of the Southeast Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$); the Northeast Quarter of the Southeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); the Southeast Quarter of the Northeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$); the East Half of the Northwest Quarter of the Southeast Quarter of the Southeast Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); the South Half of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$); the North Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$); and the Northeast Quarter of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$), of Section Three (3), Township 21 North, Range 9 East of the Gila and Salt River Base and Meridian, containing One Hundred Twenty (120) acres, more or less.

AND:

The West Half of the Southwest Quarter of the Southwest Quarter (W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$); the Southwest Quarter of the Northwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$); the South Half of the Northwest Quarter of the Northwest Quarter of the Southwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section Two (2); the Southeast Quarter of the Southwest Quarter of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) and the South Half of the Southeast Quarter of the Southeast Quarter of the Southeast Quarter (S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section Three (3); and the Northeast Quarter of the Southeast Quarter of the Northeast Quarter of the Northeast Quarter of Section Ten (10) and the Northwest Quarter of the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$) and the North Half of the Southwest Quarter of the Northwest Quarter of the Northwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$), of Section Eleven (11), all in Township 21 North, Range 9 East of Gila and Salt River Base and Meridian, containing sixty-seven and one-half

This document is a full true and correct copy of the original recorded in this office.

Attest February 10 2009

CANDACE OWENS
COCONINO COUNTY RECORDER

State of Arizona, County of Coconino

By Jacqueline L. Coleman Deputy