

1-23-04

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Warranty Deed.

TERRITORY OF ARIZONA,

} ss.

County of GILA.

Know All Men by These Presents:

That we, Andrew J. Henderson and Emma Henderson, his wife, of the near Livingstone, Gila County, Arizona,

for and in consideration of

Three Thousand Five Hundred DOLLARS, to them in hand paid by the Secretary of the Interior of the United States

have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said the Secretary of the Interior

all that certain premises described as follows, viz:

The south half of the southeast quarter of section thirty-five (35) in Township four (4) North of Range thirteen (13) East, Gila and Salt River Meridian, in Gila County, Arizona, containing eighty (80) acres; also, one share or right in the Kenton Ditch, and the water thereby appropriated, which ditch is taken out of the south bank of Salt River about one mile below the mouth of Pinal Creek, and flows partly over said land, and the location notice of which is recorded in Book 1, page 467, Miscellaneous Records of said County,

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 the Secretary of the Interior, his successors and assigns forever.

And we hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said the Secretary of the Interior, his successors and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness our hands, this _____ day of _____ A. D. 1904.

Signed, Sealed and delivered in the presence of

[SEAL]

030-D

known to me to be the persons...whose name...and subscribed to the foregoing instrument, and acknowledged to me that they...executed the same for the purpose...and consideration therein expressed.

Given under my hand and seal of office, this.....day

of.....A. D. 1904.

FORM 44

SALT RIVER VALLEY WATER USERS' ASSOCIATION

Sec., 35, T. 4N, R. 13E

		952	

952 - Roosevelt Reservoir

952

1-15-04

COPY-ESD

19-1903.
L. & R.R.Div.

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January 15, 1904.

The Director of the
Geological Survey.

Sir:

Under cover of a letter of the 30th ultimo you transmitted to the Department a copy of a deed proposed to be executed by John H. Baker, Sr., conveying to the United States the $S\frac{1}{2}$ of $SW\frac{1}{4}$ of section 14 and the $N\frac{1}{2}$ of $NW\frac{1}{4}$ of section 23, township 4 north, range 12 east G. and S. R. meridian, Arizona, together with an abstract of title and other related papers.

You reported that this land is required by the Government as it will be flooded by the construction of the dam on Salt River under the Reclamation act and recommended that it be purchased for \$3,000, this price being reported by the Engineer in charge to be reasonable.

It appears that an agreement to sell this land was obtained by George D. Christy, acting for the Water Storage Commissioners of Maricopa County, that \$500 has been paid therefor, leaving \$2,500 due and payable on the 21st instant as per the agreement.

You have recommended further that the title be examined, that you be given full instructions concerning any additional deeds to be executed or liens to be removed, with

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authority to the Special Disbursing Agent of the Reclamation Service now stationed in Arizona to make payment for the land on the delivery of a deed duly recorded, and the papers necessary to complete title.

You have recommended this plan of payment on the ground that the Government may, otherwise, be unable to take advantage of the terms of the agreement of sale after the 21st instant.

In answer, I enclose for your full information a copy of an opinion rendered on the 13th instant by the Assistant Attorney General, which I have approved. The opinion is to the effect that, if the requirements of the last two paragraphs thereof are complied with, a good title would be conveyed by deed as stated.

It is therefore directed that you cause the papers to be perfected and supplied as set forth in the opinion, and, in view of the requirements of the Auditor for the Interior Department in the conveyance of land by Thomas A. Pascoe and Elsie A. Pascoe, you will also require that the deed be recorded and returned with the Recorder's certificate of that fact; that a certificate be supplied showing that during the period elapsing between the time of executing the deed and the date of its record there was no encumbrance nor conveyance entered of record in Gila County affecting the title to the lands covered by the deed and that evidence be supplied that the taxes for the current

1-15-04
-3-

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year have been paid.

In this important matter of the acquisition of title to lands, by direct purchase, under the act of June 17, 1902 (32 Stat., 388) I think the method which has been successfully followed in the matter of the Pascoe lands may well be followed in this and other cases that may arise.

I therefore hereby authorize the purchase of the land at the price mentioned and return the papers herewith.

When the abstract, deed, and all other required papers are received by the Department in the complete form required, accompanied by the requisite voucher they will be then transmitted to the Secretary of the Treasury that they may be forwarded to the Auditor and the claim certified for payment.

Very respectfully,

(Sgd.) E. A. Hitchcock.

Secretary.

1-8-04

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY

Livingstone, Arizona, January 8, 1904.

Mr. F. H. Newell,
Chief Engineer,
Washington, D. C.

Dear Sir:

I hereby certify that the land embraced in the agreement of sale dated July 23, 1903, from George E. Shute and Ella Shute, his wife, to George Christy, described as the southwest quarter of the northwest quarter, and the west half of the southwest quarter of section 36, Township 4 North of Range 13 East, in Gila County, Arizona, together with the ditch and water right therein described, will be submerged by the proposed Salt River Reservoir in said County, and that the remaining payment of \$5,000 is a reasonable price for the Government to pay for the same.

Very respectfully,

(Pgd) *James C. Hill*
Engineer.

1904

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Warranty Deed.

TERRITORY OF ARIZONA,

County of GILA

ss.

Know All Men by These Presents:

That we, Elizabeth A. Hocker and Nicholas Hocker, her husband,
of and near Livingstone, Gila County, Arizona,

for and in consideration of

Three Thousand Seven Hundred DOLLARS,

to US in hand paid by the United States of America, pursuant to the Act
of Congress approved June 17 1902 (32 Statutes at Large page 388),
~~the Secretary of the Interior of the United States,~~

have granted, sold and conveyed, and by these presents do grant, sell and convey unto the
said The United States ~~the Secretary of the Interior,~~

all that certain premises described as follows, viz:

The south half of the southwest quarter, the northeast quarter
of the southwest quarter, and the northwest quarter of the southeast
quarter of section twenty-seven (27), in Township four (4) North of
Range thirteen (13) East, Gila and Salt River Meridian, in the Coun-
ty of Gila, Territory of Arizona, containing 160 acres; also,

All our right, title and interest in and to the Danforth-Robertson-
Hocker Ditch and the water thereby appropriated, being the one-half
interest therein owned by George Danforth, one of the original loca-
tors, at the time of his death. Said ditch is taken from the south
Bank of Salt River in Salt River Basin in said Gila County, and is
conducted over and across the lands above described.

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 The United States, its
~~the Secretary of the Interior,~~ successors heirs and assigns forever.

And we hereby bind OUR heirs, executors and administrators, to
warrant and forever defend, all and singular, the premises unto the said The United States,
~~the Secretary of the Interior,~~ its successors heirs and assigns, against
every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness our hands, this _____ day of _____ A. D. 1904.

Signed, Sealed and delivered in the presence of

[SEAL]
[SEAL]
[SEAL]

TERRITORY OF ARIZONA,
County of GILA } ss.

Before me, _____, a Notary Public
in and for the County of Gila, Territory of Arizona, on this day personally appeared
Nicholas Hooker and Elizabeth A Hooker, his wife,
known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me
that they executed the same for the purpose _____ and consideration therein expressed.

Given under my hand and seal of office, this _____ day
of _____ A. D. 1904.

Notary Public.

(My Commission expires.....)

TERRITORY OF ARIZONA,
County of GILA } ss.

Before me _____, a Notary Public in and for
the County of Gila, Territory of Arizona, on this day personally appeared
Elizabeth A Hooker,
wife of said Nicholas Hooker,
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she
executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day
of _____ A. D. 1904.

Notary Public.

(My Commission expires.....)

Warranty Deed.
SHORT FORM.

FROM

Elizabeth A Hooker and

Nicholas Hooker,

The Secretary of the
United States
Interior.

Dated _____ 1904.

Filed and recorded at request of

A. D. 1904

at M.

Book _____

Pages _____

County Recorder.

By _____ Deputy Recorder.

The H. H. Kennel Co., Printers, Phoenix, Arizona.

TERRITORY OF ARIZONA, } ss.
County of _____
I, _____, County Recorder in and for the County and
Territory aforesaid, do hereby certify that the within instrument was filed for record at _____ o'clock, _____ M.,
on this _____ day of _____ 1904, and duly recorded in Book No. _____
of _____ Records of _____ County, Arizona, at pages _____
WITNESS my hand and official seal the day and year first above written.
County Recorder.

WARRANTY DEED.

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TERRITORY OF ARIZONA, }
COUNTY OF GILA. } ss.

KNOW ALL MEN BY THESE PRESENTS:

That we, I, Christian Botticher, a bachelor,
of Roosevelt, Gila County, Arizona, for and in con-
sideration of Three Thousand DOLLARS,
pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388),
to me as in hand paid by THE UNITED STATES OF AMERICA, have grant-
ed, sold and conveyed, and by these presents doxx grant, sell and con-
vey unto the said The United States, all that certain premises de-
scribed as follows, to wit:

The southeast quarter of the southeast quarter of section twenty-
one (21) and the southwest quarter of the southwest quarter of sec-
tion twenty-two (22), in Township five (5) North of Range eleven --
(11) East; ~~xxxxxx~~ Gila and Salt River Meridian, in the --
county of Gila, Territory of Arizona, ~~xxx~~ containing eighty (80) acres;
Also all my right, title, and interest in and to a certain ditch a
and water right used in irrigating said land, said ditch being taken
out of Tonto Creek in said County and Territory and running to and
upon said land, ~~the~~ notice of location of which is of record in Book
1, page 629, Miscellaneous Records of said County.

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 The United States ^{successors and} and its assigns forever,

approved June 17, 1902, (52 Stat. 398), known as the Reclamation Act.

And I ~~we~~ hereby bind myself ~~ourselves~~, my ~~our~~ heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said United States, ~~xxx~~ and its ^{successors and} assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness my ~~our~~ hands this _____ day of _____, 1904.

(Signed) Christian Botticher

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TERRITORY OF ARIZONA, }
COUNTY OF GILA. } ss.

Before me _____

a Notary Public in and for the County of Gila,

Territory of Arizona, on this day personally appeared _____

Christian Botticher, a bachelor, _____, ~~his wife~~,

known to me to be the person whose name is ~~are~~ subscribed to the foregoing instrument, and acknowledged to me that ~~they~~ executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office
this _____ day of _____, 1904.

(Notarial)
(Seal.)

My commission expires _____

Notary Public.

1904

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WARRANTY DEED.

TERRITORY OF ARIZONA, }
COUNTY OF Maricopa. } SS.

KNOW ALL MEN BY THESE PRESENTS:

That We, J. E. STURGEON and ELGIE E. STURGEON, his wife
of Tempe, Maricopa County, Arizona.

for and in consideration of Two Thousand Five Hundred
DOLLARS, to us in hand paid by the United States of America,
have granted, sold and conveyed, and by these presents do grant,
sell and convey unto the said the United States, all that cer-
tain premises described as follows, to wit:

Lots two (2), three (3), and four (4) of section thirty-one (31)
in Township four (4) North of Range fourteen (14) East, Gila and
Salt River Meridian, in the County of Gila, Territory of Arizona,
containing, 111, 14 acres;

Also all our right, title, and interest in and to the Kenton
Ditch, being two-fifteenths (2/15) thereof, or one (1) share there-
in, together with the water right thereby appropriated, which said
ditch lies in said Gila County, and begins at a point on the south
bank of Salt River, from which the water conveyed by said ditch is
taken, about one mile below Pinal Creek, and runs thence westerly
to and over the above described lands, the notice of location of
which ditch is recorded in Book 1, page 467, Miscellaneous Records
of said County.

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 the United States and its
assigns forever, for the uses and purposes contemplated by
described in the
Act of Congress of June 17, 1903, (32 Stat. 366), known as the
Reclamation Act.

And we hereby bind ourselves, our heirs, executors, and
administrators, to warrant and forever defend, all and singular,
the premises unto the said the United States, and its assigns,
against every person whomsoever lawfully claiming or to claim
the same or any part thereof.

Witness our hands this _____ day of _____, 1904.

Signed xxxxx
witnesses: }

J. E. Sturgeon,

12-16-03

TERRITORY OF ARIZONA,)
COUNTY OF GILA.) ss.

I, N.H.LIVINGSTONE, being first duly sworn, on oath say: That I am well acquainted with what is known as the Kenton Ditch, in Salt River Valley, Gila County, Arizona, notice of location of which is of record in the office of the Recorder for said county in Book 1, page 467, Miscellaneous Records, and that I was one of the original locators of said ditch and water right thereby secured; that Thompson Nidiffer was one of the original locators thereof, and became entitled to one share therein as such locator; that said Nidiffer about the year 1896 sold and transferred his said share to one J.H. Baker, Jr., without executing any deed therefor, so far as affiant can ascertain, but that said Nidiffer, after said transfer claimed no interest in said ditch or water right and wholly abandoned his interest to said Baker; that said Baker thereafter by deed sold and transferred to affiant one-half of said share, and about the same time sold and transferred the other half of said share to J.H. Curnutt, who sold the same to S.S. Plunkett, but without executing any deed therefor to your affiant's knowledge and belief; and that said share in the Kenton Ditch and the water right therein so sold by Nidiffer to Baker, and by the latter to affiant and J.H. Curnutt, as above set forth, are the same share and water right conveyed by deed from Thompson Nidiffer and wife to S.S. Plunkett November 5, 1903, which said deed was executed to correct a defect in the legal title arising from the failure of said Nidiffer to properly deed to said Baker.

And I further depose and say that affiant and said S.S.Plunkett, and our predecessors, have continued to use and appropriate water through and by means of said ditch during the times and to the extent our and their rights severally attached as aforesaid.

And I further depose and say that L.K.Thomson, sometimes referred to as "Snakebite Thomson", and Hoyle Higdon, each became entitled to one-half a share in said ditch and water right as original locators, and that W.H.Middleton, sometimes referred to in conveyances as Henry Middleton, became entitled to one share therein as an original locator; that said Thomson has neglected to contribute to the maintenance of said ditch, has not used water therefrom since about the year 1891 and has wholly abandoned his rights therein; that said Higdon and Middleton sold their respective shares and rights to W. T. Gann, and abandoned their claims therein to him, but, to affiant's knowledge, executed no deeds therefor; that said Gann has by mesne conveyances transferred said one and one-half shares to this affiant, who has sold the one-half share to Simon W.Kenton and the one whole share to J.H.Curnutt; and that since the location of said ditch and water right, your affiant, his predecessors and successors in interest in said one and one-half shares, have continuously appropriated and used water to the extent of said rights, through and by means of said ditch, during all the times said rights severally attached as aforesaid.

Subscribed and sworn to before me, }
a Notary Public within and for Gila }
County, Arizona, on this 16 day of }
December, 1903. }

W. H. Livingston
Affiant,

Geo. Walter Shuster

Notary Public.

My commission expires April 2 1906

12-16-03

TERRITORY OF ARIZONA, }
COUNTY OF GILA. } ss.

I, N.H. Livingstone, and I, George ^{G.} Shute,
each being duly, on oath says:

That I am well acquainted with what is known as the Kenton Ditch
in the Salt River Basin, in Gila County, Arizona, notice of the loca-
tion of which is recorded in Book 1, page 467, Miscellaneous Records
of said County, and was one of the original locators thereof; that
said ditch is taken out of Salt River on the south bank thereof at
a point about one mile below the mouth of Pinal Creek and about ^{three and}
^{n. half} miles east of the post office of Livingstone in said County, and
runs thence in a ^{westerly} ~~westerly~~ direction through lands owned by James K.
Murray in section 31, Township four (4) North of Range ~~14~~ fourteen
(14) East, thence through lands in section 36, Township four (4) North
of Range thirteen (13) East, and severally leased by Samuel S. Plunk-
ett, N.H. Livingstone, J.H. Curnutt, and George Shute, and thence on or
over the lands of Andrew J. Henderson in section 35 of said last
mentioned township and range, with a branch leading to the lands
in said section patented to Edmund Kenton, one of the original lo-
cators; that said ditch diverts and carries ^{sufficient water for irrigating} ~~about~~ inches
^{80 acres for each share} ~~of water at the head~~; that the original locators of said ditch and
water right were J.B. Willey, Thompson Nidifer, your affiant N.H. Liv-
ingstone, your affiant George ^{G.} Shute, J.C. Narron, E. Kenton, ^{W.C.H.} Mid-
dleton, L.K. Thomson and ^{Hoy} Higdon, and Charles Eades; that each of
said original locators at the time the ditch was constructed own-
ed and controlled one share therein, except said L.K. Thomson and

Hoyle Higdon who ~~ex~~ held but one share in common; that each share ~~was~~ was considered sufficient to properly irrigate 80~~x~~ acres; that the lands formerly occupied by said Charles Eades were mostly washed away by a flood, and the said Eades has totally abandoned his right; that said L.K. Thomson has not used his water right since about ~~1887~~ 1891 and has not since said time contributed to the maintenance of said ditch, and his right is regarded as abandoned, leaving seven and one-half rights unabandoned and in force; that such transfers have taken place since the ditch was located that the same is now owned ^{and} held by the following persons and in the following proportions:

~~xxxxxxx~~ James K. Murray, one share, for use on lots 2, 3 and 4, section 31, Township 4 North of Range 14 East, Gila and Salt River Meridian;

Samuel S. Plunkett, one-half share, for use on the SE⁴NE⁴, and the E²SE⁴ of section 36, Township 4 North, Range 13 East, Gila and Salt River Meridian;

N.H. Livingstone, one and one-half shares, for use on the SW⁴NE⁴ and the W²SE⁴ of said last mentioned section, township and range;

J.H. Curnutt, one share, for use on the E²SW⁴ and the SE⁴NW⁴ of said last mentioned, section, township and range;

George Shute, one share, for use on the SW⁴NW⁴ and the W²SW⁴ of ~~said~~ said last mentioned section, township and range;

Andrew J. Henderson, one share, for use on the S²SE⁴ of section 35, Township and Range last aforesaid;

~~Simon~~ W. Keaton, one share, for use on the SE⁴NE⁴ and the NE⁴SE⁴ of the section, township and range last aforesaid; and

Harry Zschoegner, one-half share for use on the SW⁴NE⁴ and the

12-16-03

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and the NW⁴SE⁴ of the section, township and range last aforesaid;
Making in all seven and one-half shares.

That said ditch was located, and has been and is now being operated under the following agreement:

"This agreement, made this day of December, 1886, between W. T. Gann, Jas. Frederick, N. H. Livingstone, W. H. Middleton, Geo. E. Shute, Hoyl Higdon, J. C. Narron, and E. Kenton, all of Gila County, Arizona Territory, Witnesseth:

"That for and in consideration of the mutual covenants hereinafter contained, the parties hereto agree as follows ~~hereto~~ to wit:

"I. That they will, under the direction of a foreman to be appointed or elected by the parties hereto, go to work and clean out and widen the old Kenton Ditch from its head near Latimer's field on Salt River, to the west side of Kenton's place or ranche; said ditch to be eight (8) feet wide at the bottom, from its head to the bluff, and six (6) feet wide at the bottom from the bluff.

"II. That for work performed on said ditch each of the parties hereto shall be allowed at the rate of two (\$2) dollars per day ~~xx~~ for each man or five (\$5) ^{per day} per day for a man and a team, a day's work to consist of ten hours labor.

"III. That for each 80 acres of land under the ditch of the parties hereto shall be entitled to one (1) water right, and they shall be assessed (for the construction, and after completion, for repairs on said ditch) according to the number of water rights they own.

"IV. That it shall be the duty of the foreman, whether elected or appointed, to see that the work is properly done and performed, and to keep a record of the amount of work done by each, or at the instance of each of the parties hereto;

"And it is hereby expressly agreed between the parties hereto, that should any of them fail or refuse to work on said ditch, then the foreman shall have the power and authority to employ a person or persons in his or their places, and the amount so expended shall be charged to him or them, and such defaulting party or parties shall not be allowed to use any of the water flowing through said ditch until such amount or amounts shall have been paid or properly secured.

"V. That each of the parties hereto, after the completion of said ditch, shall put in headgates to take out his share of water from the main ditch.

"VI. That the water shall only be turned back into the main ditch by the consent of the parties living below.

"Witness our hands the day and year first above written.

"(Signed) Jas. Frederick, George E. Shute,
E. Kenton, J. C. Narron,
N. H. Livingstone, W. H. Middleton."

That said Jas. Frederick whose name appears to the foregoing

agreement, did not contribute to the construction of said ditch, and did not become entitled to nor claim an interest therein; that while all those who actually contributed to the construction thereof, and who became entitled to shares therein did not sign said agreement, yet said agreement was understood and acquiesced in by all the owners of shares in said ditch, and constituted the rule under which the same was operated and the rights therein adjusted.

And I, N.H. Livingstone, further deposing say, that my full name is Nathan Howard Livingstone, and that I am the same person referred to in the notice of a location as Howard Livingstone.

Subscribed and sworn to before me)
a Notary Public within and for Gila)
County, Arizona Territory, on this)
16th day of December, 1903.)

N. H. Livingstone
Affiant.

George De Shute
Affiant.

Geo DeShute

Notary Public.

My Commission expires April 2-1906

12-16-03

Cum gratia

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TERRITORY OF ARIZONA, }
COUNTY OF GILA. } ss.

I, W.H. LIVINGSTON, being first duly sworn, on oath say: That I am well acquainted with what is known as the Kenton Ditch, in Salt River Valley, Gila County, Arizona, notice of location of which is of record in the office of the Recorder for said county in Book 1, page 437, Miscellaneous Records, and that I was one of the original locators of said ditch and water right thereby secured; that Thompson Nidiffer was one of the original locators thereof, and became entitled to one share therein as such locator; that said Nidiffer about the year 1896 sold and transferred his said share to one J.H. Baker, Jr., without executing any deed therefor, so far as affiant can ascertain, but that said Nidiffer, after said transfer claimed no interest in said ditch or water right and wholly abandoned his interest to said Baker; that said Baker thereafter by deed ~~is~~ sold and transferred to affiant one-half of said share, and about the same time sold and transferred the other half ~~is~~ of said share to to J.H. Curnutt, who sold the same to S.S. Plunkett, but without executing any deed therefor to your affiant's knowledge and belief; and that said share in the Kenton Ditch and the water right therein so sold by Nidiffer to Baker, and by the latter to affiant and J.H. Curnutt, as above set forth, are the same share and water right conveyed by deed from Thompson Nidiffer and wife to S.S. Plunkett November 5, 1903, which said deed was executed to correct a defect in the legal title arising from the failure of said Nidiffer to properly deed to said Baker.

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And I further depose and say that affiant and said S.S.Plunkett, and our predecessors, have continued to use and appropriate water through and by means of said ditch during the times and to the extent our and their rights severally attached as aforesaid.

And I further depose and say that L.K.Thomson, sometimes referred to as "Snakebite Thomson", and Hoyle Higdon, each became entitled to one-half a share in said ditch and water right as original locators, and that W.H.Middleton, sometimes referred to in conveyances as Henry Middleton, became entitled to one share therein as an original locator; that said Thomson has neglected to contribute to the maintenance of said ditch, has not used water therefrom since about the year 1891, and has wholly abandoned his rights therein; that said Higdon and Middleton sold their respective shares and rights to W. T.Gann, and abandoned their claims therein to him, but, to affiant's knowledge, executed no deeds therefor; that said Gann has by mesne conveyances transferred said one and one-half shares to this affiant, who has sold the one-half share to Simon W.Kenton and the one whole share to J.H.Curnutt; and that since the location of said ditch and water right, your affiant, his predecessors and successors in interest in said one and one-half shares, have continuously appropriated and used water to the extent of said rights, through and by means of said ditch, during all the times said rights severally attached as aforesaid.

Subscribed and sworn to before me, }
a Notary Public within and for Gila }
County, Arizona, on this 16 day of }
December, 1903. }

N.H.Livingston,
Affiant,

Geo. Walter Shute,

(Notarial seal.)

Notary Public.

My commission expires April 2, 1906.

a true copy of the original, [signature]

12-16-03

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PERMIT TO OCCUPY LAND.

Whereas E.E. Bacon, of near Livingstone, Gila County, Arizona, has since January, 1902, been in possession of the east half of the north-west quarter of section twenty-eight (28), Township four (4) North of Range ~~14~~ fourteen (14) East, Gila and Salt River Meridian, in Gila County, Arizona, and owns certain improvements thereon and a certain water right connected therewith, and claims to have entered upon said land and purchased and made improvements thereon with a view to entering the same as a homestead upon the expiration of the reservoir rights of the Hudson Reservoir and Canal Company;

And Whereas said land has since been withdrawn by the Government for reservoir purposes, and cannot be entered as a homestead;

And Whereas said Bacon has by deed of quitclaim this day surrendered all his rights to said land and water right to the United States, with the understanding that he be permitted to occupy and use said land and water right as hereinafter stated:

NOW THEREFORE, permission is hereby granted to said E.E. Bacon to occupy said land and to rent the same for gardening purposes, and to use and rent said water right for said purposes, until the dam of the Salt River Reservoir shall have been completed, or until flooded by the back water from said dam, if sooner flooded.

It is understood that this permit is not assignable, except for gardening purposes as aforesaid, and that the premises are not to be used for any illegal or immoral purpose, or for the sale of intoxicating liquors or narcotics, and is revocable in the same manner as other licenses heretofore granted within the reservoir site are revocable. In case of revocation without fault of the licensee before the time above contemplated, then he shall be restored to all rights which he may have had to said land and water right.

Witness my hand and the signature of the said licensee on this the 16th day of December, 1903, to this permit and a duplicate thereof.

Witness

A. L. Harris

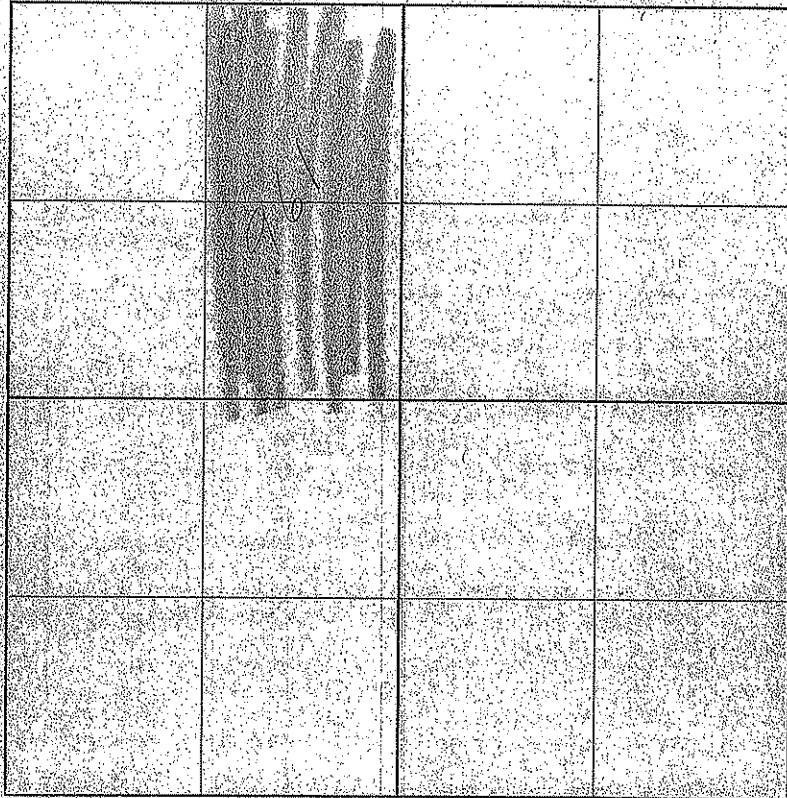
Louis C. Hill
Engineer U.S. Geological
Survey, in charge,

E. E. Bacon
LICENSEE

OVER

SALT RIVER VALLEY WATER USERS' ASSOCIATION

Sec. 28, T. 4N, R. 14E



961 - Roosevelt Reservoir

961

Quit-Claim Deed.

This Indenture, Made the _____ day of December
 in the year of our Lord One Thousand Nine Hundred and three between
E. E. Bacon, of near Livingston, Gila County,
Arizona,
 the party of the first part, and the Secretary of the
Interior of the United States
 _____ the party of the second part,

Witnesseth: That the said party of the first part, for and in consideration of the
 sum of One DOLLARS,
lawful money of the United States of America, to him in hand
 paid by the said party of the second part, the receipt whereof is hereby confessed and acknowl-
 edged, ~~and for other valuable considerations to him money~~
 edged, ~~has~~ remised, released and quit-claimed, and by these presents ~~does~~ convey, remise,
 release and quit-claim unto the said party of the second part, and to ~~his~~ his successors and
~~heirs and~~

assigns forever, all the right, title, interest, claim and demand which the said party of the first
 or may be supposed to have,
 part has, in and to the following described real estate and property situated in the County of
Gila, and Territory of Arizona, to-wit:

The east half of the northwest quarter (E²NW⁴) of sec-
tion twenty eight (28), Township four (4) North of Range
fourteen (14) East, Gila and Salt River Meridian, together
with the water right heretofore used in connection with
said land

To Have and to Hold the same, together with all and singular, the appurtenances and
 privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, inter-
 est and claim whatsoever, of the said party of the first part, either in law or equity, in
 possession or expectancy, to the only proper use, benefit and behoof of the said party of the
 second part, ~~his~~ his successors and
~~heirs and~~ assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his
 hand and seal the day and year first above written.

Signed and Delivered in the presence of
 Witness A. L. Harris
 Witness J. L. Riccker

E. E. Bacon
 [SEAL]
 [SEAL]
 [SEAL]

TERRITORY OF ARIZONA,
County of Gila } ss.

Before me, a Notary Public
in and for the County of Gila Territory of Arizona, on this day personally appeared
E. E. Bacon,
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me
that executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this day
of December A. D. 1903

.....
Notary Public.
(My Commission expires.....)

TERRITORY OF ARIZONA,
County of } ss.

Before me, a Notary Public
in and for the County of Territory of Arizona, on this day personally appeared
..... wife of said
known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me
privily and apart from her husband, and having the same fully explained to her, she, the said
..... acknowledged such instrument to be her act and
deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that
she did not wish to retract it.

Given under my hand and seal of office, this day
of A. D. 190...

.....
Notary Public.
(My Commission expires.....)

No.
Quit-Claim Deed.
SHORT FORM.
FROM
E. E. Bacon,
TO
The United States,
Dated December 1903.
Filed and recorded at request of
.....
at A. D. 1903.
M.
Book
Pages
By
County Recorder.
Deputy Recorder.
THE M. M. HIGGINS CO., PRINTERS, PHOENIX, ARIZONA.

TERRITORY OF ARIZONA,
County of } ss.
I, County Recorder in and for the County and
Territory aforesaid, do hereby certify that the within instrument was filed for record at o'clock, M.,
on this day of 190..., and duly recorded in Book No.
Records of County, Arizona, at pages
of
WITNESS my hand and official seal the day and year first above written.
County Recorder.

2-12-03 757
THIS AGREEMENT, made this 12th day of December, 1903, by and between George A. Allen, a widower, of Los Angeles, California, by George P. Peter, his attorney in fact, of *Globe, Arizona* of the first part, and E. H. Peery, of Washington, D. C., for and on behalf of the Secretary of the Interior, he being thereunto duly authorized, of the second part, WITNESSETH:

That the said party of the first part, for and in consideration of the sum of eight hundred dollars (\$800) to be paid to him as hereinafter stated, has agreed to sell, and does hereby agree to sell and convey by good and sufficient deed, to the Secretary of the Interior, the following described real property situated in the County of Gila and Territory of Arizona, to wit:

The south half of the southeast quarter of section seventeen (17), the northeast quarter of the northeast quarter of section twenty (20), and the northwest quarter of the northwest quarter of section twenty-one (21), in Township four (4) North of Range twelve (12) East, Gila and Salt River Meridian, containing one hundred and sixty acres.

Together with all the appurtenances, including all water rights belonging thereto or owned by the party of the first part in connection therewith, which said deed shall convey a title in fee simple and unincumbered.

In consideration whereof, the party of the second part shall cause to be paid to the party of the first part said sum of eight hundred dollars, at the Miners and Merchants Bank in Globe, Arizona, at any time within three months from the date hereof that the proper United States officials shall become satisfied that the party of the first part can convey a title in fee simple to said lands unincumbered, upon the delivery and recording of a good and sufficient deed from the party of the first part to the Secretary of the Interior, said money to be paid by check to the order of the party of the first part delivered to his attorney in fact aforesaid.



It is further understood and agreed that the proper officers of the United States, their agents and employes, may at all times during the continuance of this agreement have free ingress and egress in, to, and over said lands, for the construction of irrigation works of the United States.

It is further understood and agreed that if it should appear that there are any incumbrances upon said lands, or any part thereof, the party of the second part may have the option of paying off the same and deducting the amount so necessarily paid from the purchase price herein, but this shall not authorize the incumbrance of said property, or be construed as an assumption by the party of the second part of any such incumbrance.

The party of the first part further agrees to furnish at his own cost the necessary abstracts of title, and to pay for the execution and recording of all deeds and assurances necessary or proper to vest the title completely as herein agreed.

This agreement is to become effective only upon its approval by the Secretary of the Interior.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals in duplicate, on this the day and year first herein above written.

By George T. Peter 
His Attorney in Fact,
E. H. Peery, 

Approved this / day of 190 .

Secretary of the Interior.

12-12-03

TERRITORY OF ARIZONA, }
COUNTY OF GILA. } ss,

Before me Edward Mck a Notary Public within and for Gila County, Arizona, on this day personally appeared ~~George T. Peter~~ George A. Allen, to me known to be the person whose name is subscribed to the foregoing instrument as the attorney in fact of George A. Allen, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of the said Allen, by subscribing the name of George A. Allen thereto as principal and his own name as attorney in fact.

Given under my hand and seal of office this 12th day of December, 1903.

Edward Mck
Notary Public.

My commission expires Feb 15th 1907

DEPT OF THE INTERIOR

RECORDS

AGREEMENT OF SALE

1904

L. & F. R. D. W.

From

GEORGE A. ALLEN,

to

THE SECRETARY OF THE INTERIOR.

Dated December 2, 1904.

TERRITORY OF ARIZONA,

County of Gila.

I, W. D. FINE, County Recorder, do hereby certify that the within instrument of writing was filed at

W. D. Fine

County of Gila

Book 3

Page 358, Book 2, Records

W. D. Fine
County Recorder

12-12-03

TERRITORY OF ARIZONA,)
) ss,
COUNTY OF GILA.)

Before me Edward Mck a Notary Public within and for Gila County, Arizona, on this day personally appeared ~~George T. Peter~~, to me known to be the person whose name is subscribed to the foregoing instrument as the ^{A.} attorney in fact of George Allen, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as the act and deed of the said Allen, by subscribing the name of George A. Allen thereto as principal and his own name as attorney in fact.

Given under my hand and seal of office this 12th day of December, 1903.

Edward Mck
Notary Public.

My commission expires Feb 15th 1907

DEPT. OF THE INTERIOR

AGREEMENT OF SALE

1004

LARRDYN

From

GEORGE A. ALLEN,

to

THE SECRETARY OF THE INTERIOR.

Dated December 12, 1904,

TERRITORY OF ARIZONA,

County of GHA.

I W. D. FROST, County Recorder in and for said Gha. County, do hereby certify that the within instrument of recording was filed at

W. D. Frost
of the City of Phoenix
D. 1903-4-50 minutes past 3

o'clock P. M., said entry recorded at
Page 318, Book 2, Records

W. D. Frost

County Recorder.

12-2-03

DEC 9 Rec'd

THIS AGREEMENT made and entered into by and between Louis C. Hill, Engineer U.S. Geological Survey, for and on behalf of the United States, of the first part, (hereinafter called the lessor), and J. C. Sturgeon, of *Tempe* County of *Maricopa* Territory of Arizona, of the second part (hereinafter called the lessee), WITNESSETH:

That the said Lessor, for the considerations hereinafter mentioned moving from the said Lessee, does hereby demise and lease unto the said Lessee, all the following described parcels of real estate situated in the County of Gila and Territory of Arizona, to wit:

1. Lots two (2), three (3), and four (4), of section thirty-one (31), in Township four (4) North of Range fourteen (14) East, containing 111.14 acres, and known as the Murray place;
2. The southeast quarter of the northeast quarter, and the east half of the southeast quarter of section thirty-six (36), in Township four (4) North of Range thirteen (13) East, Gila and Salt River Meridian, containing 120 acres, and known as the Plunkett place;
3. The southwest quarter of the northeast quarter, and the west half of the southeast quarter, in said section, township and range, containing 120 acres, and known as the Livingstone place;
4. The southeast quarter of the northwest quarter, and the east half of the southwest quarter of said section, township and range, containing 120 acres, and known as the Curnutt place;
5. The southwest quarter of the northwest quarter, and the west half of the southwest quarter, of said section, township and range, containing 120 acres, and known as the Shute place;
6. The southeast quarter of the northeast quarter, and the northeast quarter of the southeast quarter, of section thirty-five (35), said township and range, containing 80 acres, and known as the Kenton place; and
7. The south half of the southeast quarter of said last mentioned section, township, and range, containing 80 acres, and known as the Henderson place.

Together with the appurtenances and all water rights and ditches used in connection with said lands, being seven shares in what is known as the Kenton Ditch.

To have and to hold for the term of one year from and after the *1st* day of *January* 1904.

In consideration whereof the said Lessee, his heirs and assigns, covenants and agrees to farm said lands in a good and husbandlike manner, to keep the cultivated portions thereof in grain or hay, or other crop, and not to pasture any of the cultivated portion to the detriment of said growing crops, yielding and paying yearly as annual rental one-third of all crops raised when and as harvested, at such place or places on each of the above places where said crops are respectively raised, as the said lessor, his successor or assigns, may designate, grain to be delivered in the sack, and hay in the ~~the~~ stack

And it is further understood and agreed that this lease is not to be assigned, in whole or in part, except upon the written consent of the lessor, his successors or assigns, first had and obtained; that the premises are not to be used for any unlawful business or purpose, nor for the sale of intoxicating liquors or narcotics thereon; that no waste shall be done or suffered by the lessee; that no timber shall be cut by the lessee thereon for barter or sale, but only sufficient for fuel for domestic use and for keeping the premises in repair; that the lessee, his heirs or assigns, shall keep the buildings, fences, and ditches on the premises in repair, and do all necessary and customary work on said ditches; and that at the end of the term of this lease, or before if sooner terminated, the said lessee, his heirs or assigns, shall yield up the possession of said premises peaceably and quietly.

It is further understood and agreed that the proper United States officers, their agents and employes, may at all proper times and places, and so as to do the least injury to said demised premises, have free ingress, ~~egress~~ and egress, in, over, and upon the same, for the purpose of constructing irrigation works, or for procuring material therefor, and may for this purpose cut and remove any growing or other timber thereon, and remove any material needed for such works, not being improvements.

It is further understood and agreed that the right to the possession of some portions of the above demised premises is subject to future acquisition by the United States; that the Government will use due diligence to obtain such possession; and that if possession for any portion cannot be delivered until after the time fixed for the beginning of the term of this lease, the term shall be extended as to such portion until one year after possession is given, or the lessee may elect not to include said tract in this lease.

This lease may be renewed by the said lessee for one year after the expiration thereof, upon the same conditions as herein expressed, provided notice of such intention to renew be given at least thirty days prior to the expiration of the term of this lease, and provided further that the lessor may insist on an additional stipulation that in case any portion of the premises shall be flooded by backwater from the Salt River dam, the damages to the lessee shall not exceed the cost of seeding the land submerged, or of caring for the same if already in hay, or shall not exceed the value of the products which the lessee would have realized had the lands not have been submerged, judging by the yield of the preceding year, less such cost of seeding and care, at the election of the lessor.

It is further provided that upon the failure of the lessee, his heirs or assigns, promptly to pay and render the rental herein provided for, or upon his neglect or failure to keep and perform any of the other covenants herein contained, and by him to be kept and performed, then the said lessor, his successors or assigns, after ten

12-2-03

-3-

days, and while such default continues, lawfully may enter upon said premises, or any part thereof for the whole, disposes the said lessee for and on behalf of the United States, and terminate this lease, and reinvest the said the United States as of its former estate, ~~and~~ without prejudice to any action for such default.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals, in duplicate, on this the 2nd day of December, 1903.

WITNESSES:

(Seal)

(Seal)

} Louis C. Hill
} J. E. Sturgis
} Approved, A. P. Davis
Supervising Engineer.

AGREEMENT OF LEASE.

From

Louis C. Hill, Engineer U. S. Geological Survey,

to

J. E. Sturgeon.

Dated December 2, 1903.

(In duplicate.)

962

10-30-03

796

County of Maricopa, Arizona, by)
the Board of Water Storage Com-)
missioners,)
to)
cock,)
Ethan A. Hitchcock, Secretary of)
the Interior.)

ASSIGNMENT OF AGREEMENTS,
Dated

Consideration, \$1.00, &c.

Consideration, \$1.00, and other valuable considerations accruing to the people of said Maricopa County.

Recites obtaining of options or agreements to sell lands therein- after described and transferred, by George D. Christy on behalf of the Board of Water Storage Commissioners of Maricopa County, for the purposes of a water storage reservoir, the transfer of said options or agreements to the County of Maricopa, and the organization of said Board under the act of the Territorial Legislature of March 20, 1901, relating to storage reservoirs and dams; also that the Secretary of the Interior is proceeding to construct a reservoir for supplying water to the people of Maricopa County, among other purposes, and that the land would be needed for said ~~purpose~~ reservoir.

Grant, bargain, sell, assign, transfer, and set over of the said county of Maricopa to the options or agreements hereinafter described, together with its interest in the lands provided therein to be conveyed, as follows:

* * * * *

No. 8. From N. Hocker and Mrs. E. A. Hocker to George Christy for the south half of the southwest one quarter, the northeast quarter of the southeast quarter, and the northwest quarter of the southeast quarter of section 27, Township 4 North, Range 13 East, G. & S. R. B. & M. recorded in the Recorder's Office of Gila County, Arizona A. T. in Book 2, at page 342, Miscellaneous Records of said Gila County.

* * * * *

Subject to all payments due or to become due, the second party saving the first party harmless on account of said options.

To be executed by the County of Maricopa by being signed by the President of the Board of Water Storage Commissioners thereof, attested by the Secretary of the Board, and the Board's seal annexed, all in pursuance of a resolution of said Board dated October 30, 1903. Acknowledged by the President and Secretary before a notary public.

Title of
Mr. E. A. Hoocker,

1904
NOV

Warranty Deed.

TERRITORY OF ARIZONA,
County of Gila Cochise } ss.

Know All Men by These Presents:

That J. Mary A. Bacon Fuss, formerly the wife
of Pierpont E. Bacon, now deceased, of Gila County, Arizona,

of the (County of Cochise, Arizona)

for and in consideration of

Seven Hundred DOLLARS,

to me in hand paid by The United States of America, Pursuant to the act of June 17, 1902, (32 Statutes at Large, page 388), here granted, sold and conveyed, and by these presents do grant, sell and convey unto the said The United States of America

all that certain premises described as follows, viz:

The south half of the north east quarter of section thirty ⁽³⁰⁾ in township four north of Range thirteen ⁽¹³⁾ east, of Gila and Salt River Meridian, containing eighty ⁽⁸⁰⁾ acres in Gila County, Arizona; also all that certain ditch and water right, the locating notice ^{of which} was duly recorded in the Records office of said Gila County Arizona in Book 2 ^{pages 73} of Miscellaneous Records, at ^{of said county} pages 73 and 74. * [The said land having been conveyed to me under the name of Mary A. Bacon by P.E. Bacon ^{my husband} by deed dated ¹⁸⁹⁹ December 6, 1900, the same being recorded in Book 6, ^{page 48} Deeds & Real Estate, Gila Co. Arizona page 48.] Records of Deeds & Real Estate of said Gila County.

3

If not considered necessary will save large amount of time as Mrs Fuss has returned home

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

The United States of America and its assigns,

~~the uses and purposes authorized by the Act of Congress approved June 17 1897 and hereby bind myself, my heirs and assigns forever for~~

warrant and forever defend, all and singular, the premises unto the said

The United States of America and its

assigns ~~heirs and assigns~~, against

every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness my hand this 16th day of October A. D. 1905
1904.

Signed, Sealed and Delivered in the presence of

[Signature]

[SEAL]

[SEAL]

[SEAL]

[SEAL]

Corrected to correspond to copy of proposed deed forwarded to Washington, D.C., April 16, 1904. EMP.

Correction to deed as made, copy of May 3/04.



10-9-03

Copies

953

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY

Livingstone, Ariz., Oct. 9th, 1903.

This AGREEMENT WITNESSETH, that S. W. Kenton agrees to sell his farm near Livingstone, Arizona, improvements, seven horses, wagon, harness and mowing machine and other farm implements now belonging to the said farm, for the total sum of thirty nine hundred (3900) dollars, cash, at any time within eight months from date.

Arthur P. Davis, on the behalf of the Secretary of the Interior, agrees to seed about fifty acres of said farm to grain alfalfa or other forage crop, and to care for the farm, and in case the farm and other property above mentioned is not purchased by the government within eight months, to make no charge for said care and seeding, provided Kenton can show a clear title to said property, otherwise the cost of care and seeding to be reimbursed to the Government. The crop to belong to Kenton, unless sale of the farm is made to the Government, then to belong to the Government.

The rent of the house to go to Mr. Kenton until the Government has paid for the farm.

Witness:

W. N. Day

S. W. Kenton Seal

A. P. Davis Seal

Leitons Agreement

1. The parties agree that...

2. The parties agree that...

3. The parties agree that...

4. The parties agree that...

5. The parties agree that...

6. The parties agree that...

7. The parties agree that...

8. The parties agree that...

9. The parties agree that...

10. The parties agree that...

Warranty Deed.

TERRITORY OF ARIZONA,
County of Yuma } ss.

Know All Men by These Presents:

That Wm. S. W. Hunter and Daisy C. Hunter,
his wife

of the Town and County of Yuma, Territory of Arizona

for and in consideration of
Thirty-five hundred & ^{no}/₁₀₀ ^{or} \$3500 ⁰⁰/₁₀₀ } DOLLARS,
to us in hand paid by The United States of America

has granted, sold and conveyed, and by these presents do grant, sell and convey unto the
said The United States of America

all that certain premises described as follows, viz:

Bring all of the S. E. 1/4 of the N. E. 1/4, and
the N. E. 1/4 of the S. E. 1/4 of Sec 35 Twp. 1
of N. R. 13 E. of S. & S. R. B. & M., con-
taining 80 acres, in Gila County, Arizona Territory;
also all water rights, ditches, fences and houses
thereunto appurtenant.

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

The United States of America

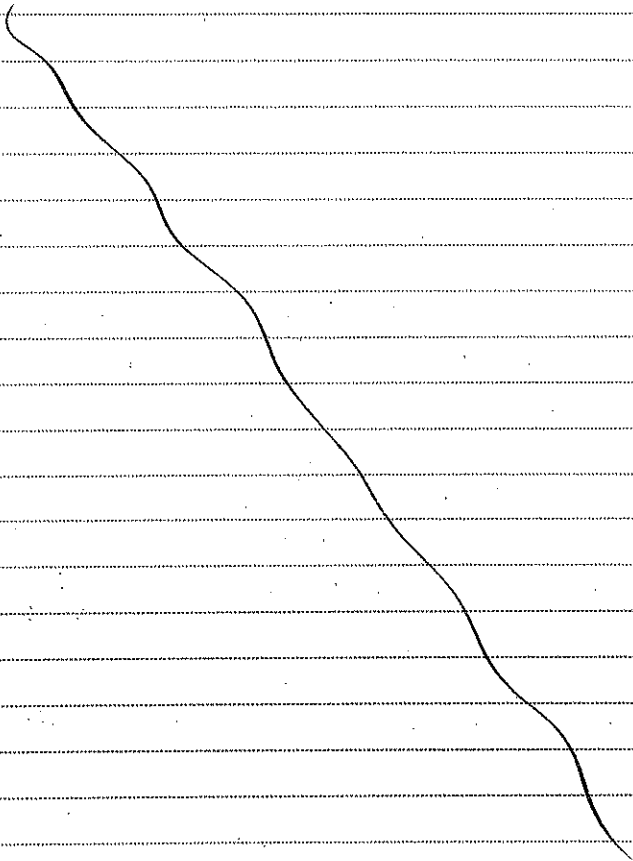
heirs and assigns forever.

And *we* hereby bind *ourselves* our heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said

The United States of America

heirs and assigns, against

every person whomsoever, lawfully claiming or to claim the same or any part thereof.



Witness *our* hands this *14th* day of *September* A. D. 190*3*

Signed, Sealed and Delivered in the presence of

W. E. Marvin

J. W. Hutton [SEAL]

Mrs Daisy C. Hutton [SEAL]

[SEAL]

[SEAL]

9-14-03

TERRITORY OF ARIZONA,
County of Yuma } ss.

Before me, W. E. Marvin, a Notary Public
in and for the County of Yuma Territory of Arizona, on this day personally appeared
S. W. Hunter
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purpose and consideration therein expressed.

notary's seal

Given under my hand and seal of office, this 14th day
of September A. D. 1903

W. E. Marvin
Notary Public.

(My Commission expires Jan 21, 1905)

TERRITORY OF ARIZONA,
County of Yuma } ss.

Before me, W. E. Marvin, a Notary Public in and for
the County of Yuma Territory of Arizona, on this day personally appeared
Laisy C. Hunter
wife of said S. W. Hunter
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she
executed the same for the purposes and consideration therein expressed.

notary's seal

Given under my hand and seal of office this 14th
day of September A. D. 1903

W. E. Marvin
Notary Public.

(My Commission expires Jan 21, 1905)

Copy

No. *57608*

Warranty Deed
LONG FORM.

FROM

S. W. Kretzer
and wife

TO

United States of America

Dated *September 14th*, 190*3*

Filed and recorded at request of

A. D. 190

M.

Book

Pages

County Recorder.

Deputy Recorder.

THE S. W. KRETZER CO., PRINTERS, PHOENIX, ARIZ.

19

1903

County Recorder.

WITNESS my hand and official seal the day and year first above written.

Records of County, Arizona, at pages

on this day of 190, and duly recorded in Book No.

Territory aforesaid, do hereby certify that the within instrument was filed for record at o'clock, M.

I, County Recorder in and for the County and

TERRITORY OF ARIZONA, ss

770/62
4/30/1
previously offering him \$3500
9-6-03

Indiahoma Lumber Co. 953

Corner First Street and Cleveland Avenue.

~~Guthrie Okla.~~ Yuma Ariz. #008
Sep. 6-03

Mr. Arthur P. Davis
Phoenix, Ariz.
Dear Sir:-

I just received your favor
of Sep 1st in regard to my piece of land
in Gila Co. which I will accept your
price of \$3500.00. I have sent to Globe
for abstract & when I get it I will
have a deed drawn, then I will send
you the abstract & send the deed to
some Bank in Phoenix in escrow

You I have a team of 4 horses &
a 3/4 new Barn wagon (wagon used about
3 months) if you buy any such property I
wish you would take this off of my hands.
I ask \$250.00 for the out fit which I think is
cheap, if you do not take them I would like
to leave them on the place till I can do some
thing with them

I will make deed
out to the
U.S. Gov.

Yours Very Truly
A. Wallace Kenton
Box 54, Yuma Ariz.

SALT RIVER VALLEY WATER USERS ASSOCIATION

Sec. 35, T. 4N, R. 13E

953- Roosevelt Reservoir

Office of
Sheriff of Gila County.

C. R. ROGERS, SHERIFF.

Globe, Arizona, Aug. 24th. 1904

953
 AUG 25 1904

Mr. Louis C. Hill,
 Supervising Engineer,
 Livingstone, Arizona,

Dear Sir:-

Replying to your letter of 20th. inst., beg to advise you that the assessment and tax of Simon^w Kenton are as follows:

Personal Property, assessed at	\$ 197.00
Real estate, S.E. 1/4 NE 1/4 and NE 1/4 S.E. 1/4	900.00
Total	<u>\$1097.00</u>
Tax, @ \$3.85,	<u>\$42.23</u>

Yours truly,

C. R. Rogers
 Assessor.

9-1-03

951

DEPARTMENT OF THE INTERIOR
UNITED STATES GEOLOGICAL SURVEY

Phoenix, Arizona, September 1, 1903.

Mr. L. C. Hill,
U. S. Geol. Survey,
Livingston, Ariz.

Dear Sir:-

I arranged with Charlie Martin to abstract the title to Pascoe's property, which he promised to do on Monday.

I find a reluctance here to paying the check which was given in payment for this, and anticipating this fact I made arrangements with Mr. Pascoe to take Government vouchers from him for the amount of \$12,000.00 in payment for his holdings. I will ask you, therefore, to have the abstract examined, or examine it yourself, and in case the title appears correct, to take vouchers from Mr. Pascoe for \$12,000.00, have them sent to me at Denver, Colo., where I will be about the 11th, and can talk with Mr. Newell about them.

Mr. Pascoe is to have deed made at the time the vouchers are taken and placed in escrow, to be turned over to the Government upon the arrival of the check for his vouchers.

Please have this done as soon as may be so that I can help you out before I leave, in case any difficulty is encountered.

I enclose Mr. Pascoe's option.

Yours truly,

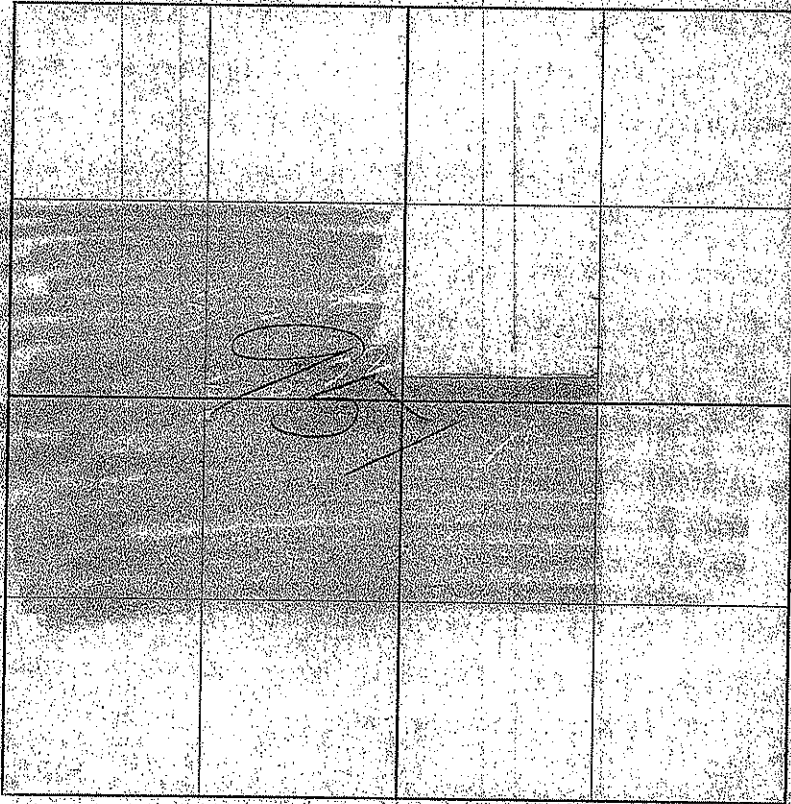
A. P. Davis,
Supervising Engineer.

Enclosure.

OVER

SALT LAKE VALLEY WATER USERS ASSOCIATION

Sec. 28 1/2 T. 4 N. R. 13 E



951- Roosevelt Reservoir

951

Know All Men by These Presents, That we Thomas A. Pascoe
and Elsie A. Pascoe

his wife, of the County of Gila in the Territory of Arizona,

parties of the first part, for and in consideration of the sum of One Thousand (1000) dollars, to us in hand by

George Christy, parties of the second part, paid, the receipt whereof is hereby acknowledged and of the payment to us of the further sum of

Five Thousand (5000) dollars,

by the said party of the second part, or his heirs or assigns, within thirty days from the date hereof, have agreed to and do hereby agree to sell, and by good and sufficient deed of conveyance, convey unto the said George Christy party of the

second part, his heirs and assigns, that certain real estate situate and being in the County of Gila, in the Territory of Arizona and being The S. 1/2 of the

S.W. 1/4, and the S. 1/2 of the S.E. 1/4 Sec. 28, and the N. 1/2 of the
N.W. 1/4, and the N. 1/2 of the N.E. 1/4 Sec. 33, Tp. 4 N., R. 13 East

Gila and Salt River Base and Meridian lines, within 127 days from the date hereof,

for the full price of Twelve Thousand (12,000) dollars, whereof the payments herein acknowledged shall be deemed part payment, upon the terms and conditions following, that is to say:

That the said party of the second part, his heirs or assigns, shall pay or cause to be paid, to the said parties of the first part, their heirs or assigns, within said 127 days months

from the date hereof, the balance of said purchase money, to-wit, the sum of 6000

Six Thousand (6000) dollars, or to his use and order at Miner's and Merchants' Bank, Globe, Arizona

That on the payment of said balance of said purchase money, we, the said parties of the first part, will execute and deliver to the said party of the second part, his heirs or assigns, a good and sufficient deed of conveyance for said lands and all our right, title and interest therein or claim thereto whether present and vested, or inchoate, contingent or expectant, in law and in equity, and all our estate therein and all and every right of use, possession or enjoyment thereof and of every part thereof, all free from every incumbrance of every kind whatsoever, and to that end we agree to execute all proper deeds, releases, quit claims, receipts, relinquishments and declarations of abandonment or other assurance that may be reasonably required by said party of the second part, his heirs or assigns.

And it is further agreed that if it be found on investigation that said lands or any part thereof are in any wise incumbered, then, at the election of said party of the second part, the amount thereof may be retained by said second party out of the balance of said purchase money if the same do not exceed said balance, and that on the payment of the difference between the amount of such incumbrance and the unpaid purchase money herein provided for, to the said parties of the first part, their heirs and assigns, within the time prescribed herein for the payment of said purchase money, the parties of the first part shall thereupon execute to the said party of the second part said deed of conveyance of said lands, and other proper assurances as hereinbefore provided; but these provisions shall not be construed to allow or authorize the said parties of the first part to create, suffer or permit any incumbrance upon said lands for any purpose whatever after the signing and delivery of this agreement.

And it is further agreed that if upon said investigation it should be found that said lands are in any wise incumbered, and the amount of such incumbrance shall upon computation and ascertainment be found to equal to or exceed the balance of the purchase money fixed by these presents, then all the right, title and interest of the said parties of the first part in and to said premises, and of the right of the possession and enjoyment hereof, shall, thereupon, by virtue of these presents, vest and instantly be in the said party of the second part, his heirs or assigns, at his or their election, subject only to the rights of such incumbrancer or incumbrancers.

Nothing in this agreement shall be construed to be an assumption or agreement by the party of the second part, his heirs or assigns, to pay any part of any incumbrances upon said premises nor said purchase money or any part thereof except at his or their election so to do, nor to authorize the parties of the first part to create, permit or suffer any incumbrance on said lands after the signing and delivery of these presents.

In Witness Whereof the said parties of the first part have hereunto set their hands this 26th day of August 1903

Thomas A. Pascoe
Elsie A. Pascoe

the southwest quarter of section 28, do not include 4 N. Range 13 east

also 5 acres

County of Gila ss.
Before me, Chas Mullin, a Notary Public
in and for Gila County, Arizona
on this day personally appeared Thomas A Paseo
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and official seal this 26th day
of Aug 1903

My commission expires the 10th day
of July 1907 Chas Mullin
Notary Public.

Territory of Arizona
County of Gila ss.
Before me, Chas Mullin, a Notary Public
in and for Gila County, Arizona
on this day personally appeared Clara R Paseo, wife of said
Thomas A Paseo, known to me to be the person whose name is
subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considera-
tion therein expressed.

Given under my hand and seal of office this 26th day
of Aug 1903

My commission expires the 10th day
of July 1907 Chas Mullin
Notary Public.

Paseo
Option No. 12

Agreement to Sell Lands.
T. A. Paseo
TO
Geo. Christy
Dated Aug 26th 1903
Filed and recorded at request of
at 19 19 M.
Book
Pages
County Recorder.
Deputy Recorder.

7-11-01

797

DEPARTMENT OF THE INTERIOR,

UNITED STATES LAND OFFICE,

Tucson Arizona, July 11, 1901

John W Nelson,

Livingston, Arizona,

Dear Sir,

Your application, to make H.E. for the $W\frac{1}{2}$, & $SE\frac{1}{2}$, of $NW\frac{1}{4}$, sec. 28, Twp. 4 North. of Range 13 east, is here, a part of the land (the $SE\frac{1}{2}$ of $W\frac{1}{2}$,) for which you apply is covered by a timber culture entry made by John W Curtis on Jan. 23, 1879, and which is still intact upon the record.

These entries run 13 years before final proof is required, and unless a contest is filed the department takes no action to cancel them, and at best a contest is a slow, and tedious process,

I enclose you a little plat, showing the lay of that section, if you care to do so you can amend your application, to take in any of the adjacent contiguous tracts, or you can apply for the west half only, or if you do not care to do either then we will have to formally reject your application, unless you withdraw it, in either event you would get your money back, and preserve your rights under the homestead laws,

Let me know your pleasure, in the matter, at early convenience.

Very respectfully,

Julius H. Bauman
Receiver.

Warranty Deed.

TERRITORY OF ARIZONA,
County of Gila } ss.

Know all Men by these Presents:

That Adam P. Kincaid

of the County of Gila and Territory of Arizona

for and in consideration of

One Thousand DOLLARS,

to him in hand paid by

John C. Mohrli

has granted, sold and conveyed, and by these presents does grant, sell and convey unto the

said John C. Mohrli

all that certain premises described as follows, viz.: The lots number five, six, seven, and the southeast quarter of the southeast quarter of Section Six in Township One North of Range Fourteen East of Gila and Salt River Meridians in Gila County Arizona Territory, containing One Thousand and Fifty Acres and Eighteen Hundredths of an acre

[Large wavy scribble or signature line]

appurtenances thereto in anywise belonging unto the said

John C. Mohrli

his heirs and assigns forever.

And *I* hereby bind *myself* *my* heirs, executors and administrators, to warrant and forever defend, all and singular, the premises unto the said

John C. Mohrli

his heirs and assigns, against

every person whomsoever, lawfully claiming or to claim the same or any part thereof.

Witness *my* hand, this *9th* day of *December* A. D. 190*2*

Signed, Sealed and Delivered in the presence of

Adam P. Kincaid

[SEAL]

[SEAL]

[SEAL]

[SEAL]

TERRITORY OF ARIZONA, }
County of Pima } ss.

Before me, Edward W. Mack, a Notary Public
in and for the County of Pima Territory of Arizona, on this day personally appeared

Adam P. Harsaid
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me
that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this 9th day
of December, A. D. 1902

Edward W. Mack
Notary Public.

(My Commission expires March 1st 1903)

TERRITORY OF ARIZONA, }
County of } ss.

Before me, a Notary Public
in and for the County of Territory of Arizona, on this day personally appeared
..... wife of said.....

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me
privily and apart from her husband, and having the same fully explained to her, she, the said.....
..... acknowledged such instrument to be her act and
deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that
she did not wish to retract it.

Given under my hand and seal of office, this..... day
of A. D. 190...

.....
Notary Public.

(My Commission expires.....)

WARRANTY DEED.
LONG FORM.

No.

FROM

Adam P. Howard

TO

John E. Grubbe

Dated *Dec 9th* 190*2*

Filed and recorded at request of

John E. Grubbe

Book 3117 D 1902

at *306* *02016* *P*

Book *Howard's*

Pages *488*

John E. Grubbe
County Recorder

By
Deputy Recorder

THE N. W. BROS. PRINTING CO., PRINTERS, PHOENIX, ARIZONA.

TERRITORY OF ARIZONA,
} ss

I, County Recorder in and for the County and Territory aforesaid, do hereby certify that the within instrument was filed for record at o'clock, M., on this day of 190..., and duly recorded in Book No. of County, Arizona, at pages of
WITNESS my hand and official seal the day and year first above written.
..... County Recorder.

3-22-1899

Application for Lease.

DATE: March 22, 1899.

Term applied for: FIVE years.

Name of Applicant: N. H. LIVINGSTON.

Name of owner of Improvements: N. H. Livingston.

Description of Land:

S. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ and W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$, section 36 T. 4 N. R. 13 E.

Value of Improvements: \$400.00

Value of Land \$200.00

"We the Board of Supervisors do hereby except the above valuation - and except ~~xxx~~ a rental of 1 $\frac{1}{2}$ % on same \$2.50 per annum.

G. D. Barclay
J. G. Oldfield
J. B. Freeman."

(Signed) N. H. Livingston

Subscribed and sworn to before Geo. R. Hill, Notary Public, Gila Co.

March 22nd, 1899 (Seal):

ENDORSED: Filed March 23, 1899

MINUTES of BOARD of SUPERVISORS, Gila County.

Globe, Gila County, April 5th, 1899.

Pursuant to adjournment, Board met at 10 o'clock, A. M. There were present: G. D. Barclay, Chairman; J. G. Oldfield and J. B. Freeman, members.

* * * The application of N. H. Livingston lease of 120 acres of school land, described as follows, to-wit: S. W. $\frac{1}{4}$ of N. E. $\frac{1}{4}$ of Sec. 36 T. 4 N. R. 13 E; W. $\frac{1}{2}$ of S. E. $\frac{1}{4}$ of Sec. 36 T. 4 N. R. 13 E; Lease granted.

* * *
Approved

G. D. Barclay
Chairman.

Attest

R. J. Williams
Clerk

Book 3, Minutes Board of Supervisors, Gila County, Arizona, page 17.

LEASE:

Board of Supervisors, Gila County, Arizona.

DATE: April 5th, 1899 to

N. H. Livingston

DATE: April 5th, 1899, for FIVE years

CONSIDERATION: \$2.50 rent annually.

DESCRIPTION of LAND:

S. W. 1-4 of N. E. 1-4 and W. 1-2 of S. E. 1-4, of Sec. 36, township 4
N. Range 13 E. containing 120 acres.

(Signed): G. D. Barclay,
Chairman Board of Supervisors --- County.

R. J. Williams
Clerk Board of Supervisors, Gila County

N. H. Livingston.

Not Acknowledged.

Payments to the Clerk of the Board:

April 5th, 1899, \$2.50, first annual payment.

Application for above lease in due form, filed March 23rd, 1899

Office of State and Water Resources

Notice is hereby given that the construction, siting of the...
...under the laws thereof, and all other matters...
...in the construction of water and the location of...
...proprietor 2000 acres of water, for...
...shall be given to...
...entirely called "State River",...
...located on the north side of...
...also along the north side of...
...from the south side of...
...of the...
...the State of...

Witness my hand and seal...

Secretary

J. L. ...
...
...
...
...

Witness my hand and seal this 1st day of... 1964.

State of...
...

2

DWED.

W. T. Gann

to

J. J. Myers

DATE: February 14th, 1891.

CONSIDERATION: \$1750.00

WORDS of CONVEYANCE: Remise, release and forever quitclaim.

DESCRIPTION of PROPERTY:

" * * * The said Gann also conveys a whole water right with the first described 80 acres and a half water right with the latter 80 acres, both in the ditch known as the KENTON DITCH."

(Signed): W. T. Gann

~~WITNESSES~~ ACKNOWLEDGED by the grantor on the same day, before P. B. McCabe, Notary Public, Gila Co., A. T. (No seal):

Filed and recorded at request of J. J. Myers, at 6 o'clock, P. M.,

June 1st, 1891.

Book 3, Deeds to Real Estate, Gila County, Arizona, at page 94.

DEED

J. J. Myers

to

King Ossery

DATE: August 29th, 1891.

CONSIDERATION: \$1500.00

WORDS of CONVEYANCE: Remise, release and forever quit-claim.

DESCRIPTION of PROPERTY:

" * * * The grantor conveys with the first 80 acres a whole water right & with the latter 80 acres a one half water right, both in what is known as the KENTON DITCH."

(Signed): J. J. Myers.

DULY ACKNOWLEDGED by the grantor on the same day, before P. B. McCabe,
Notary Public, Gila County (Seal):

Filed and recorded at request of King Ossery, at 20 minutes past 12 o'clock, P. M., Aug. 29", 1891.

Book 3, Deeds to Real Estate, Gila County, Arizona, at page 128.

DEED.

King Ussery

to

W. H. Duryea

DATE: September 4th, 1891.

CONSIDERATION: \$500.00

WORDS of CONVEYANCE: Remise, release and forever quitclaim.

DESCRIPTION of PROPERTY:

" * * * Grantor conveys with this land a whole water right and a half water right in what is known as the KENTON DITCH."

(Signed): King Ussery

DULY ACKNOWLEDGED by the grantor on the same day, before P. B. McCabe,
Notary Public, Gila Co., A. T. (Seal):

Filed and recorded at request of E. J. Edwards at 10 minutes past 12 o'clock, P. M., Sept. 4th, 1891.

Book 3, Deeds to Real Estate, Gila County, Arizona, at page 131.

DEED.

W. H. Duryea and E. J. Edwards

to

Howard Livingston.

DATE: December 9th, 1891.

CONSIDERATION: \$400.00

WORDS of CONVEYANCE: Grant, bargain, sell, convey and confirm.

DESCRIPTION of PROPERTY:

" * * * also one and one half of a water right in the KENTON DITCH."

(Signed): W. H. Duryea
E. J. Edwards.

DULY ACKNOWLEDGED by the grantors on the same day, before Peter T. Robertson, Notary Public, Gila Co., A. T.

Filed and recorded at the request of W. H. Livingston, at 5 o'clock, P. M., Dec. 22", 1891.

Book 3, Deeds to Real Estate, Gila County, Arizona, at page 151.

AGREEMENT to SELL.

N. H. Livingston and
Mrs. Nellie Livingston, his wife.

to

George Christy

DATE: July 23rd, 1903.

CONSIDERATION: \$2500.00; acknowledge receipt of \$50.00; \$450.00 to be paid within 30 days and \$2000.00 within 6 months from date of agreement.

DESCRIPTION of LAND:

"that certain real estate situate and being in the County of Gila, in the Territory of Arizona and being the S. W. $\frac{1}{4}$ of the N. E. $\frac{1}{4}$ and W. $\frac{1}{2}$ of the S. E. $\frac{1}{4}$ of Sec. 36 Twp 4 N. R. 13 E. (120); acres also $1\frac{1}{2}$ share in Kenton Ditch, Gila and Salt River Base and Meridian lines."

(Signed): N. H. Livingston
Nellie Livingston

DULY ACKNOWLEDGED by N. H. Livingston and Mrs. Nellie Livingston (Separately) on the same day before Chas. P. Mullen, Notary Public, Gila Co. (Seal):

Filed and recorded at the request of R. J. Williams, at 10 minutes past 11 o'clock, A. M., July 27th, 1903.

Book 2, Miscellaneous Records, Gila County, Arizona, at page 337.

J.H.Baker, Jr., of Gila County,)
Arizona Territory,)

to)

N.H.Livingstone, of the same ~~place~~)
place.)

WATER RIGHT/
DEED TO ~~LAND AND WATER RIGHT~~

DATED April 26, 1898.

Consideration, \$100.

Recorded April 26, 1898, in
Book 2, page 86, Misc. Rec-
ords of Gila Co., Ari.

Granted, sold and conveyed all that certain property in Gila
County, Arizona Territory, described as follows:

One-half of all my rights, title and interest in the Kenton
Ditch, which ditch is more particularly described in a location no-
tice on file on page 467 of Book 1 of Misc. ⁽allaneous Records
in the office of the Recorder, Arizona.

General covenant to warrant and defend.

Signed J.H.Baker, Jr. One witness. Acknowledged before Harry Tem-
ple, Notary Public, Gila County, Arizona, April 26, 1898.

George D. Christy, party of the
first part,
to
The County of Maricopa, Territory of Arizona, for the use and benefits of the people of said County.

ASSIGNMENT OF AGREEMENTS.
Dated September 2, 1903.

Valuable consideration.

Recorded Oct. 2, 1903, in
Book 2, page 346, Misc. Records of Gila Co., Ari.

Grant, Bargain, Sell, Assign, Transfer and Set Over, all my rights, title, and interest in and to the following described options or agreements to sell land, and to the land embraced therein, viz:

* * * *

No. 1. From J. H. Curnutt and Mrs. Elizabeth Curnutt to George D. Christy for the east one-half of the southwest one-quarter and the southeast one-quarter of the northwest one-quarter of sec. 36, T. 4 N., R. 13 E., G. & S. R. B. & M., recorded in Book 2, page 335, Miscellaneous records of Gila Co. Arizona.

No. 6. From S. S. Plunkett and Mrs. L. M. Plunkett to George Christy, for the southeast one-quarter of the northeast one-quarter and the east half of the southeast one-quarter of sec. 36, T. 4 N., R. 13 E., G. & S. R. B. & M., recorded in Book 2, page 336, Miscellaneous Records of Gila County, Arizona.

No. 8. From N. H. Livingston and Mrs. Nellie Livingstone to George Christy for the southwest one quarter of the northeast one quarter and the west half of the southeast quarter, of section 36, T. 4 N., R. 13 E., G. & S. R. B. & M., recorded in Book 2, page 337, Miscellaneous Records of Gila County, Arizona.

No. 5. From George E. Shute and Ella Shute to George Christy, the southwest one quarter of the northwest one quarter, the northwest one quarter of the southwest one quarter, and the southwest one quarter of the southwest one quarter, of section 36, T. 4 N., R. 13 E., G. & S. R. B. & M., recorded in Book 2, page 338, Miscellaneous Records of Gila County, Arizona.

* * * *

Subject to all payments due or which may become due thereunder, party of second part saving party of first part harmless.

Signed: George D. Christy, Helen G. Christy; no witnesses; Acknowledged separately before Lloyd B. Christy, notary public for Maricopa County, Arizona, September 2, 1903. From acknowledgement of M Helen G. Christy it appears that she is the wife of George D. Christy.

Thompson Nidiffer and Annie,
his wife, of Durango, State of
Colorado,

to

S.S.Plunkett, of Livingstone,
Gila Co., Ari.

QUITCLAIM DEED.
Dated November 5, 1903.

Consideration, \$1.00.

Recorded December 3, 1903, in
Book 7, page 226, deed re-
cords of Gila Co., Ari.

Convey, remise, release and quitclaim all right, title, and interest
in the following described real estate in Gila Co., Ari.; All ^{my} right
title and interest in and to one whole interest or water right in
the Kenton Ditch on Salt River in the County Gila and Territory of
Arizona, the notice of location of which is of record in the office
of the Recorder of Gila County, Territory of Arizona, in Book 1 of
Miscellaneous Records at page 467.

Signed: Thompson Nidiffer, Annie Nidiffer; one witness; acknowl-
edged Nov. 10, 1903, separately, before a notary public for LaPlate Co.
Colorado, in said County and State.

12

S.S.Plunkett and Laura May, his
wife, of Livingstone, Gila Co.,
Arizona,

to

N.H.Livingstone, of the same
place.

QUITCLAIM DEED.
Dated November 20, 1903.

Consideration, \$1.00.

Recorded Dec. 3, 1903, in
Bk. 7, page 228, Deed Records
of Gila County, Arizona.

Convey, remise, release, and quitclaim, all right, title, and interest
in the following described real estate situated in Gila County,
Arizona:

One-half interest in and to that certain water right formerly lo-
cated and owned by ~~Thompson Nidiffer~~ Thompson Nidiffer in what is
known and described as the Kenton Ditch, the notice of location of
which is of record in the office of the County Recorder of Gila
County, Arizona, in Book 1 of Miscellaneous Records at page 467.
No covenants.

Signed: S.S.Plunkett, L.M.Plunkett; no witnesses; acknowledged
separately November 26, 1903, in Gila County, Arizona, before notary
public for said county and territory.

13

Board of Supervisors, of Gila) Lease of School or University
 County, Arizona Territory.) Lands.
 to) Dated April 5th, 1899.
 N. H. Livingston, of the same) Consideration \$2.50 annually.
 place.) Recorded November 27th, 1903, in
) Book 2, page 355, Miscellaneous
) Records of Gila County, Arizona.

That the said party of the first part for and in consideration of the application and the representations therein made and the covenants and agreements hereinafter mentioned has demised and leased to the said party of the second part land described:

No of Acres	Part of Section	Section	Township	Range
40	S W 1/4 of N E 1/4	36	4 N	13 E
80	W 1/2 of S E 1/4	36	4 N	13 E

Signed G. D. Barclay Chairman of Board of Supervisors, Gila County,
 R. J. Williams Clerk Board of Supervisors ----- County, N. H. Livingston (L S) (Supervisors Seal) No acknowledgment

Payments to the Clerk of the Board.
 April 5th, 1899, \$2.50; April 17th, 1900, \$2.50; April 15th, 1901, \$2.50; April 25th, 1902, \$2.50; April 20th, 1903, \$2.50.

QUIT CLAIM DEED

N. H. Livingston and Nellie,
his wife, of Livingstone, Gila
County, Arizona.

Dated December 18th, 1903.

to
The County of Maricopa
for the benefit of the people
of said Maricopa County.

Consideration, \$2500.00

Recorded Dec. 21st, 1903 in Book
7, page 232, Deeds records of
Gila County, Arizona.

Convey, remise, release and quit claim all right, title and interest
in the following described real estate situated in Gila County, Ariz:
The southwest quarter of the northeast quarter, and the west half of
the southeast quarter, of section thirty-six (36), township four (4),
north of range thirteen (13) East, Gila and Salt River Meridian.
Also one and one-half shares in what is known as the Kenton Ditch in
said Gila County, notice of location of which is recorded in Book 1,
page 467, Miscellaneous Records of said County.

Signed: N. H. Livingston, Nellie Livingston. Two witnesses.
Acknowledged separately Dec. 18th, 1903, in Gila County, before
notary public for said county and territory.

15 48

ATTACHMENTS	None
DEEDS	Except as herein
HOMESTEADS	None
JUDGMENTS	None
LEASES	Except as herein
LIENS	None
LIS PENDENS	None
MORTGAGES	None
TAXES	None

Territory of Arizona)
) ss.
 County of Gila)

The GILA COUNTY ABSTRACT COMPANY hereby certifies that the foregoing 15 entries contain and constitute a full, true and correct ABSTRACT OF TITLE to the S W 1/4 of N E 1/4 and W 1/2 of S E 1/4 of Section 36, Township 4, North, Range 13 E., G & S R M., as appears of record in Gila County, Arizona Territory.

In Witness Whereof the GILA COUNTY ABSTRACT COMPANY has caused this certificate to be signed by its president, and its corporate seal to be affixed this 15th day of January, A. D. 1904, at 30 minutes past 4 o'clock p. m.

GILA COUNTY ABSTRACT COMPANY

By Charles M. [Signature]
 President.



4-26-1898

8

8

Donor: J. H. Baker, Jr.
to
J. H. Curnutt

DATE: April 26th, 1898.

Consideration: \$400.00

WORDS OF CONVEYANCE: Grant, sell and convey.

DESCRIPTION of PROPERTY:

Tell that certain property situated in the said county and Territory and particularly described as follows, to-wit: Being the East half of the southeast quarter and the South East quarter of the North East quarter of Section Thirty six (36) in Township Four (4) North Range Thirteen (13) East, containing one hundred and twenty acres, more or less. AND ALSO one half of all my rights title and interest in the KENTON DITCH, which ditch is more particularly described in a location notice, on file on page 467 of Book 1 of Miscellaneous Records, in the office of the Recorder of Gila County, which is hereby referred to and made a part hereof as if fully set forth herein."

100
of
200

(Signed) J. H. Baker, Jr.

DULY ACKNOWLEDGED by the Grantor on the same day before Harry Temple, a Notary Public, Gila county. (Seal)

Filed and recorded at the request of J. H. Curnutt, at 9 o'clock, A. M., April 26th, A. D., 1898.

Book 4, Deeds to Real Estate, Gila County, Arizona, at page 290

APPLICATION for LEASE.

DATE: April 1st, 1899

Term applied for: FIVE Years

Name of Applicant: J. H. Curnutt.

Name of owner of Improvements: J. H. Curnutt.

Description of Land:

S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ and E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ section 36 T. 4 N. R. 13 E.

Value of Improvements: \$300.00

(Signed): J. H. Curnutt.

Not sworn to.

ENDORSED: Filed April 1st, 1899.

MINUTES of BOARD of SUPERVISORS.

Globe, Gila County, Arizona, April 5th, 1899.

Pursuant to adjournment Board met at 10 o'clock, A. M.

There were present: G. D. Barclay, Chairman; J. G. Oldfield and J. B. Freman, members.

* * * The following named persons applied for lease of school lands:

J. H. Curnutt for S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ and E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ of Sec. 36 T.

4 N. R. 13 E. * * *

Approved

Attest

G. D. Barclay
Chairman

R. J. Williams
Clerk.

Book 3, Minutes of Board of Supervisors, Gila County, Arizona, page 17.

LEASE

Board of Supervisors of Gila County, Arizona
to J. H. Curnutt

J. H. Curnutt.

DATE: April 1st, 1899, for five years.

CONSIDERATION: \$2.50 rent annually

DESCRIPTION of LAND:

S. E. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ & E. $\frac{1}{2}$ of S. W. $\frac{1}{4}$ Sec. 36, Township 4 N. 13 E. and
containing 120 acres.

(Signed):

Chairman Board of Supervisors --- County

R. J. Williams

Clerk Board of Supervisors Gila County

J. H. Curnutt

R. J. Williams

NOT ACKNOWLEDGED.

Payments to Clerk of Board:

April 1st, 1899, \$2.50, first annual payment

April 1st, 1900, \$2.50, second annual payment

June 16th, 1901, \$2.50, third annual payment.

December 22nd, 1903, \$2.50, fourth annual payment.

December 22nd, 1903, \$2.50, fifth annual payment.

Application for above lease, not sworn to, filed April 1st, 1899

AGREEMENT to SELL.

J. H. Curnutt and
Mrs. Elizabeth Curnutt, his wife
to
George Christy

DATE: July 20th, 1903.

CONSIDERATION: \$1800.00; acknowledge receipt of \$50.00; \$250.00 to be paid within 30 days and \$1500.00 within 6 months from date of agreement.

DESCRIPTION of LAND:

"that certain real estate situate and being in the County of Gila, in the Territory of Arizona and being the east one half of the southwest one quarter and the south east $\frac{1}{4}$ of the N. W. $\frac{1}{4}$ of Sec. 36 Township 4 N. R. 13 east Gila and Salt River meridian, also one share in Kenton ditch."

(Signed): J. H. Curnutt
Elizabeth ^{her} _{mark} Curnutt.

DULY ACKNOWLEDGED by J. H. Curnutt and Mrs. Elizabeth Curnutt (separately) on the same, before Chas. P. Wullen, a Notary Public, Gila Co. (Seal)

Filed and recorded at the request of R. W. Williams, at 30 minutes past 3 o'clock, P. M., July 25th, 1903.

Book 2, Miscellaneous Records, Gila County, Arizona, at page 335.

W. T. Gann, a resident of Gila County, Arizona,

to

J. J. Myers, of the same place.

QUITCLAIM DEED.
Dated February 14, 1891.

Consideration, \$1750.

Recorded June 1, 1891, in
Book 3, p. 94, deed records
of Gila County, Arizona.

Remise, release, and forever quitclaim, a parcel of land in Gila County, Arizona, described as follows, to wit:

80 acres of land formerly owned by Henry Middleton and now owned and occupied by this grantor; the same lies east of the George Shute ranch and west of Howard Livingstone's ranch; also 80 acres formerly owned by Hoyle Higdon and Snakebite Thompson, 40 acres lying south of the land above conveyed and 40 acres lying south of the George Shute ranch, and all is bounded on the north by the Globe and Salt River road.

Said Gann also conveys a whole water right with the first described 80 acres and a half water right with the latter 80 acres, both in the ditch known as the Kenton Ditch;

Also other property.

Signed: As above; sealed; one witness. Acknowledged before a notary public in Gila County, Arizona, February 14, 1891. Notary does not affix seal.

Quitclaim

L.J. Myers, of Gila County,
Arizona,
to
King Ussery, of the same place.

QUITCLAIM DEED.
Dated August 29, 1891.

Consideration, \$1,500.

Recorded August 29, 1891, in
Book 3, p. 128, deed records
of Gila County, Arizona.

Remise, release, and forever quitclaim, all that parcel of land in
Gila County, Arizona, described as follows:

80 acres of land formerly owned by Henry Middleton and later
owned by W.T. Gann and by him transferred to this grantor, said land
being located on Salt River, and is a part of section 36 in town-
ship 4 N., Range 13 East. The above land is bounded on the east
by Geo. Shute's ranch, and on the west by Howard Livingstone's ranch,
and is north of the Gila and Salt River wagon road;

Also 40 acres formerly owned by L.K. Thomson and Hoyle Higdon, 40
acres of the above mentioned 80 lies directly south of the land first
above mentioned, and 40 acres lies south of the George Shute ranch;

Grantor conveys with the first 80 acres a whole water right, and
with the latter 40 acres a one-half water right, both in what is
known as the Kenton Ditch;

Also other property, including personal property.

Signed as above; sealed; acknowledged before notary public for
Gila County, Arizona, August 29, 1891.

King Ussury, of Gila County,
Arizona,

to

W.H.Duryea.

QUITCLAIM DEED.
Dated September 4, 1891.

Consideration, \$500.

Recorded
Book 2, page 131, records
of Gila County, Ari.

Remise, relinquish, and quitclaim, land in Gila County, Arizona,
described as follows:

80 acres of land formerly owned by Henry Middleton, and later owned by W.T.Gann, and by him transferred to J.J.Myers, and by Myers sold to this grantor by deed dated August 27, 1891, as appears of record in Book 3 at pages 128-31, Deeds of Real Estate, said land being located on the Salt River in said Gila County, and is a part of sec.36, in township 4 N. of R. ~~range~~ 13 East.

The above land is bounded on the east by Geo.Shute's ranch and on the west by Howard Livingstone's Ranch, and is directly north of the Globe and Salt River County Road.

Also 80 acres formerly owned by L.K.Thomson and Hoyle Higdon; 40 acres of the last above mentioned 80 lies directly south of the land first above conveyed and 40 acres south of the George Shute ranch.

Grantor conveys with this land a whole water right and a half water right in what is known as the Kenton Ditch.

Signed King Ussery; one witness; acknowledged Sept.4, 1891.

W.H. Duryea and E.J. Edwards,
of Gila County, Arizona,

to

Howard Livingstone, of the
same County and State.

DEED. LAND & WATER RIGHT.
Dated December 9, 1891.

Consideration, \$400.

Recorded December 22, 1891,
Book 3, page 150, R.E. Deeds,
Gila Co., Ari.

Grant, bargain, sell, and convey, land in Gila County, Arizona, de-
scribed as follows:

80 acres of land formerly owned by Henry Middleton and later by
W.T. Gann, and being a portion of section 36 T.4 N., R.13 E., also
80 acres of land formerly owned by L.K. Thompson and Hoyle Higdon.
The said premises being the same property conveyed by King Ussery
to W.H. Duryea on the fourth day of September, 1891, recorded in Book
3, records R.E. Deeds, Gila Co. Ari. Ter.; also one and one-half of a
water right in the Kenton Ditch.

Signed: W.H. Duryea, E.J. Edwards; no witnesses.

Aacknowledged before a notary public, Gila Co. Ari., Dec. 9, 1891;
Notarial seal.

N.H.Livingstone,)

to)

J.H.Curnutt.)

QUITCLAIM DEED.
Dated March 22, 1899.

Consideration, \$1,000.00.

Recorded December 21, 1903, in
Book 7, page 234, Deed Records ✓
of Gila County, Arizona.

Convey, remise, release and quitclaim, real estate in Gila County,
Arizona, described as follows:

The E²SW⁴ and the SE⁴NW⁴ of section 36, Township 4 North of Range
13 East, Gila and Salt River Meridian; also one share or two-fifteenths
interest in the "Kenton Ditch".

\$1.00 Internal Revenue Stamps canceled.

Signed as above; no covenants; no witnesses; not sealed. Ac-
knowledged in Gila County, Arizona, before George R. Hill, Notary Pub-
lic, March 22, 1899.

James H. Curnutt and wife)
Elizabeth, of Gila County,)
Arizona,)

to)

Samuel Plunkett, of said)
County and Territory.)

WARRANTY DEED.
Dated June 7, 1899.

Consideration, \$400.00.

Recorded December 30, 1903, in
Book 5, page 309, Deed Records ✓
of Gila County, Arizona.

Grant, sell, and convey certain property in Gila County, Arizona,
described as follows, to wit:

The E²SE⁴ and SE⁴NE⁴ of section 36, T.4 N., R.13 E., containing 120
acres; "Also all my right, title and interest in the Kenton Ditch,
which Ditch is more particularly described in a location notice on
file on page 467 of Book 1, Miscellaneous Records in the Office of
the Recorder of Gila County."

General covenant of warranty except as against the Territory.

Signed as above. Acknowledged by James H. Curnutt June 7, 1899, be-
fore O.N. Cresswell, Notary Public, Gila County, Arizona, and by Eliza-
beth Curnutt December 28, 1903, before F.M. Cooper, Notary Public, Gila
County, Arizona.

Curnutt

George D. Christy, party of the
first part,

to

The County of Maricopa, Territo-
ry of Arizona, for the use and
benefits of the people of said
County.

ASSIGNMENT OF AGREEMENTS.
Dated September 2, 1903.

Valuable consideration.

Recorded Oct. 2, 1903, in
Book 2, page 346, Misc. Re-
cords of Gila Co., Ari.

Grant, Bargain, Sell, Assign, Transfer and Set Over, all my rights,
title, and interest in and to the following described options or
agreements to sell land, and to the land embraced therein, viz:

* * * *

No. 1. From J. H. Curnutt and Mrs. Elizabeth Curnutt to George D. Christy for the east one-half of the southwest one-quarter and the southeast one-quarter of the northwest one-quarter of sec. 36, T. 4 N., R. 13 E., G. & S. R. B. & M., recorded in Book 2, page 335, Miscellaneous records of Gila Co. Arizona.

No. 6. From S. S. Plunkett and Mrs. L. M. Plunkett to George Christy, for the southeast one-quarter of the northeast one-quarter and the east half of the southeast one-quarter of sec. 36, T. 4 N., R. 13 E., G. & S. R. B. & M., recorded in Book 2, page 336, Miscellaneous Records of Gila County, Arizona.

No. 8. From N. H. Livingston and Mrs. Nellie Livingston to George Christy for the southwest one quarter of the northeast one quarter and the west half of the southeast quarter, of section 36, T. 4 N., R. 13 E., G. & S. R. B. & M., recorded in Book 2, page 337, Miscellaneous Records of Gila County, Arizona.

No. 5. From George E. Shute and Ella Shute to George Christy, the southwest one quarter of the northwest one quarter, the northwest one quarter of the southwest one quarter, and the southwest one quarter of the southwest one quarter, of section 36, T. 4 N., R. 13 E., G. & S. R. B. & M., recorded in Book 2, page 338, Miscellaneous Records of Gila County, Arizona.

* * * *

Subject to all payments due or which may become due thereunder, party of second part saving party of first part harmless.

Signed: George D. Christy, Helen G. Christy; no witnesses; Ac-
knowledged separately before Loyd B. Christy, notary public for Mari-
copa County, Arizona, September 2, 1903. From acknowledgement of E
Helen G. Christy it appears that she is the wife of George D. Christy.

Samuel S. Plunkett and)
 Laura M. Plunkett, his wife, of)
 Livingstone, Arizona,)
 to)
 James H. Curnutt, of the same)
 place.)

QUITCLAIM DEED.
 Dated January 18, 1904.
 Consideration, \$1.00.
 Recorded January 20th, 1904.
 Book 7 page 242 Deed Re-
 cords, Gila County, Arizona.

Convey, remise, release and quitclaim property in Gila County, Arizona, described as follows:

One share or right, being a two-fifteenths interest, in the Kenton Ditch and water thereby appropriated, notice of location of which is of record in Book 1, page 467, Miscellaneous Records of said Gila County.

This deed is executed to reconvey a share in said Kenton Ditch inadvertently conveyed by said ~~Samuel S. Plunkett~~ James H. Curnutt to said Samuel S. Plunkett by deed dated June 7, 1899.

No covenants. Signed as above. Acknowledged January 18, 1904, before F.M. Cooper, Notary Public for Gila County, Arizona.

James H. Curnutt and Elizabeth)
 his wife, of Livingstone, Gila)
 County, Arizona,)
 to)
 The County of Maricopa, Arizona)
 for the benefit of the people)
 thereof.)

QUITCLAIM DEED.
 Dated January 19, 1904.
 Consideration, \$1,800.00.
 Recorded January 30th, 1904
 Book 7 page 246, Deed Records
 of Gila County, Arizona.

For the benefit of the people of said Maricopa County for purposes of storage reservoir pursuant to act of Territorial Legislature.

Convey, remise, release, and quitclaim, the following described real property in Gila County, Arizona:

The SE⁴NW⁴ and the E²SW⁴ of section 36, Township 4 North of Range 13 East, Gila and Salt River Meridian, containing 120 acres, together with all improvements thereon; also one right or share in the Kenton Ditch, notice of location of which is recorded in Book 1, page 467 Miscellaneous Records of Gila County, Arizona.

No covenants; signed as above; acknowledged by both before F.M. Cooper, Notary Public for Gila County, Arizona, January 19, 1904.

ATTACHMENTS	None
HOMESTEADS	None
JUDGMENTS	None
LEASES	Except as herein
LIENS	None
LIS PENDENS	None
DEEDS	Except as herein
MORTGAGES	None
TAXES	None

TERRITORY OF ARIZONA }
COUNTY OF GILA } ss.

The Gila County Abstract Company hereby certifies that the foregoing 13 pages of typewritten matter contain and constitute a full, true and correct ABSTRACT OF TITLE to the Southeast quarter of the Northwest quarter and the East one-half of the Southwest quarter of Section Thirty six Township Four North of Range Thirteen East, Gila and Salt River Meridian, as appears of record in Gila County aforesaid.

In Witness Whereof the GILA COUNTY ABSTRACT COMPANY has caused this certificate to be signed by its Secretary and its corporate seal to be affixed this 5th day of March, A. D. 1904, at 30 minutes past 10 o'clock a. m.

GILA COUNTY ABSTRACT COMPANY

By M. V. Fisk
Secretary.



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7-27-1893

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RECAPITULATION.

ATTACHMENTS, - - - - - None.
 AFFIDAVITS ON TITLE, - - - - - See pages 7.
 HOMESTEADS, - - - - - One, -page 7.
 JUDGMENTS, - - - - - None, except as noted on p. 3.
 LEASES, - - - - - None.
 LIS PENDENS, - - - - - None.
 MECHANICS LIENS, - - - - - Not examined.
 MORTGAGES, - - - - - None.
 TAXES, - - - - - Paid for current year for
 Mrs. L. Armer; not otherwise
 examined.
 AGREEMENTS TO SELL, - - - - - None, except as noted on
 pages 4, 5, 6.

TRACT: The E²NW⁴, the SW⁴NE⁴, and NW⁴SE⁴ of sec. 19, T. 4 N., R. 13 E.

CONDITION.

This tract was patented to Henry Armer as a homestead November 9, ~~1901~~ 1891, (Rec. Vol. 1, p. 321), and he has never conveyed the legal title. The patent was destroyed by fire, and has not been recorded in Gila County, Ari.

He has filed thereon a homestead declaration, and that fact, and the further fact that it is probably community property, he being married, requires that his wife join in a deed.

The land is subject to an agreement to sell to George Christy within six months from July 31, 1903, for \$3,500, of which \$50 were paid down and \$450 were to have been paid in thirty days, balance in six months if land purchased.

Land is further subject to agreement assigning benefits of said contract to Preston Armer and J. H. Baker.

Taxes have not been looked up. The record should be examined. Tax receipt was shown me December 29, 1903, in favor of Mrs. L. Armer, but property not described.

To complete title: (1) Clear up tax liens if any; (2) Get assignment from Maricopa County to Sec'y of Interior; (3) Get quitclaim from Preston Armer and J. H. Baker; (4) Take deed from ~~Baker~~ Henry Armer and wife to the Sec'y of the Interior.

Declarant:)
Henry Armer.)

HOMESTEAD DECLARATION.
~~XXXX~~ Sworn to July 27, 1893.

Recorded July 27, 1893, in
Book 1, page 7, Homestead Re-
cords of Gila County, Ari.

"Know all men by these presents: That I, Henry Armer, do hereby declare under oath that I am a married man and now actually reside with my family on the land and premises hereinafter described, to wit: The east half of the northwest quarter, the southwest quarter of the northeast quarter, the northwest quarter of the southeast quarter, and the west half of the Northwest quarter, of section 19, Township four (4) North, Range thirteen (13) East, Gila and Salt River Meridian.

"That the above described land is of the value of five thousand dollars, and is claimed by me as my homestead for the benefit of myself and family under the provisions of section thirty-three of the Revised Statutes of Arizona approved March 10, 1887."

(Signed) His
Henry x Armer.
mark.

Witness: E. J. Edwards.

Subscribed and sworn to July 27, 1893, before Charles T. Martin,
Notary Public, Gila County, Arizona.

11-9-1891

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The United States
to
Henry Armer.

UNITED STATES PATENT.
Dated November 9, 1891.

Consideration, -Homestead.

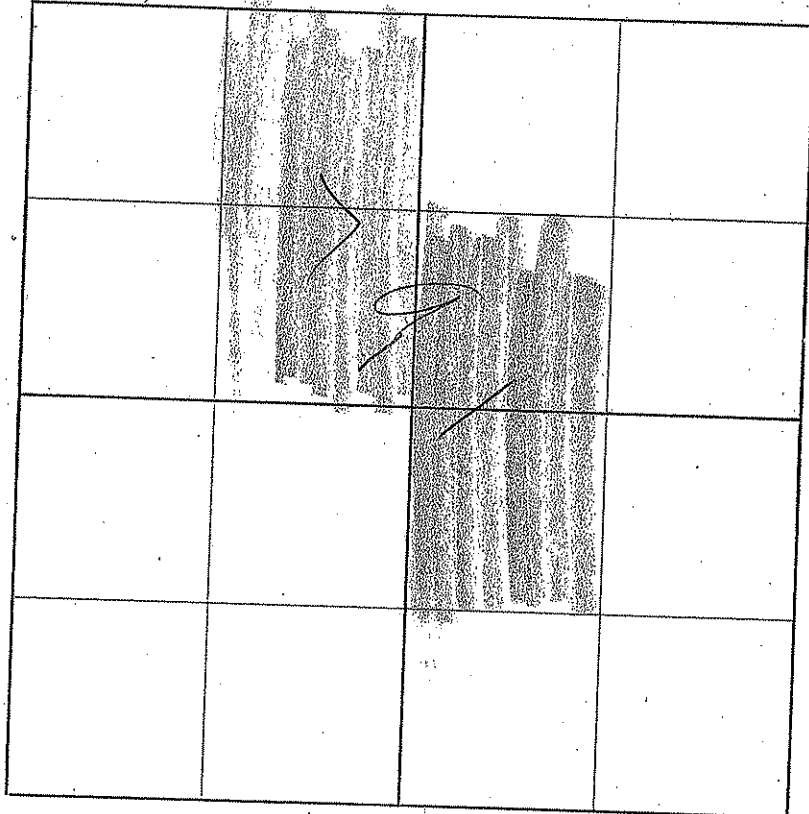
Recorded Gen. Land Office, in
Vol. 1, page 321.

Homestead entry No. 429, made May 11, 1885; final certificate No. 345.

Patent covers the east half of the northwest quarter, and southwest quarter of the northeast quarter, and the northwest quarter of the southeast quarter of section 19, Township 4 North, Range 13 East, Gila and Salt River Meridian.

(Information copied from records of the United States Land Office at Tucson, Arizona, November 17, 1903.)

Sec. 19, T. 4N, R. 13E



791- Roosevelt Reservoir

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