

12-8-17

IN THE DISTRICT COURT OF THE
UNITED STATES FOR THE
DISTRICT OF ARIZONA.

COPY

The United States of America,
Plaintiff:

-VS.-

Marion E. Braddock,
Defendant.

AT LAW NO. 22

RECEIPT

I, J. W. BRADDOCK, Guardian of the estate of Marion E. Braddock, an incompetent person, do hereby acknowledge receipt from the Salt River Valley Water Users' Association, of the sum of FIVE THOUSAND DOLLARS (\$5000.00), in full satisfaction, release and discharge for any and all claim or claims for damages against the United States of America or any of its employees, either incurred in the past or to be incurred in the future, and resulting from or connected with the construction, maintenance or operation of what is known as the Intake or Diversion Dam to the Power Canal of the United States Reclamation Service, pertaining to the Salt River Project in Arizona, which Dam is situated near the head of the Roosevelt Reservoir, and a short distance above the land of the said Marion E. Braddock, and including all damages or injuries present or future to said land of the said Marion E. Braddock, or the water right used in connection therewith, arising from any alleged interference with the flow of water through the said dam to the land of said Braddock.

It is understood that said diversion dam has been washed out and may not be replaced, but if replaced, (which the United States or

030-E

OVER

those in charge of the said Reclamation Project, are not bound to do), the Salt River Valley Water Users' Association recognizes the right of said Marion E. Braddock to have provision made for carrying his water through or around said Dam as provided in an agreement made between the said J. W. Braddock and the United States, before said dam washed out.

This receipt is executed in pursuance of an agreement of com-
promise entered into between J. W. Braddock, for himself individually and as guardian of the estate of said Marion E. Braddock, and the Salt River Valley Water Users' Association, dated December 8, 1917, and this receipt is intended as a discharge of all claims of the said J. W. Braddock, individually as well as guardian of the estate of said incompetent person.

Guardian of the Estate of
Marion E. Braddock.

12-8-17

IN THE DISTRICT COURT OF THE UNITED STATES
FOR THE DISTRICT OF ARIZONA

The United States of America,)
Plaintiff)
-vs-)
Marion E. Braddock,)
Defendant)

AT LAW NO. 22
SPECULATION

COPY

IT IS HEREBY SPECULATED AND AGREED, by and between
the parties hereto, acting by their respective Attorneys, that
this case may be dismissed on motion of either party, upon pay-
ment to the Defendant of the statutory Court fees actually paid
or incurred by him, and upon receipt of the sum of Five Thousand
Dollars (\$5,000.00) to be paid by the Salt River Valley Water
Users' Association, in pursuance of an agreement of settlement
and compromise, as per receipt, copy of which is hereto attached.

United States Attorney

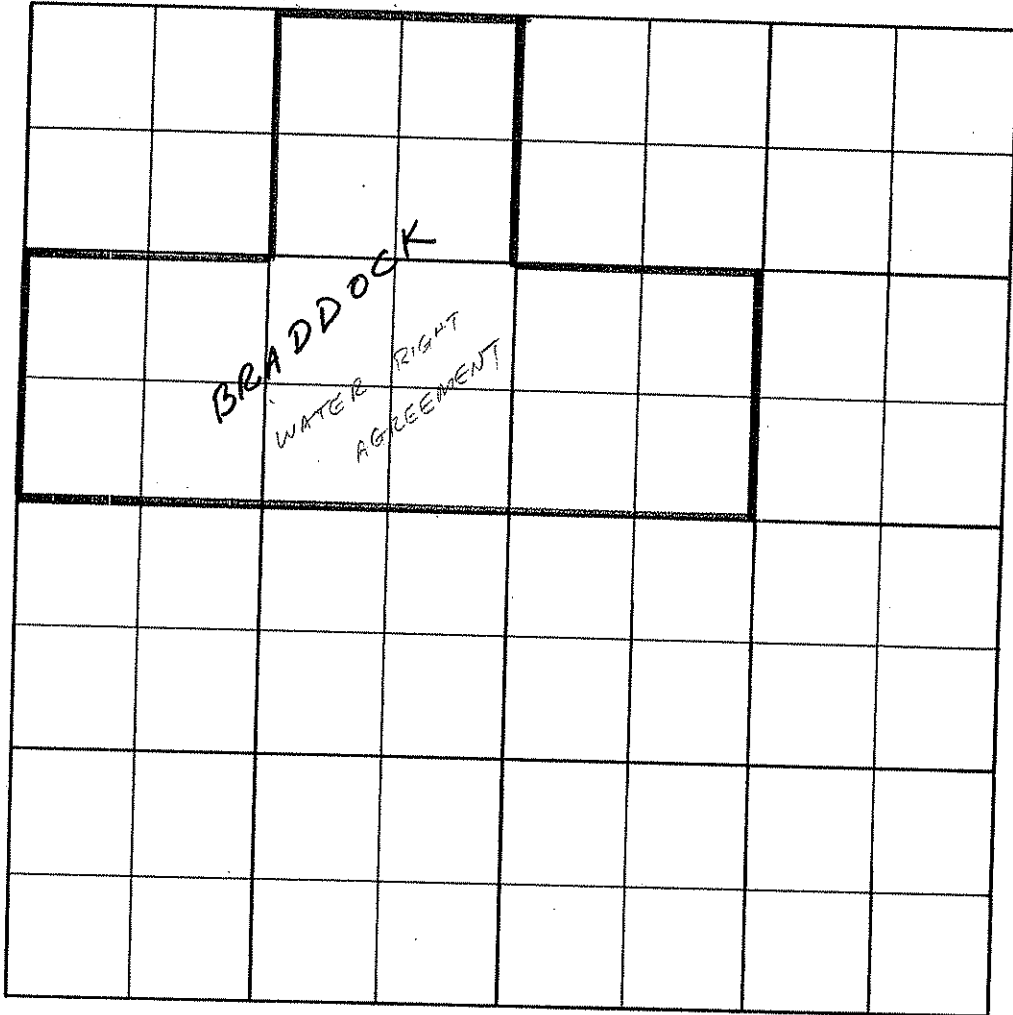
(Sgd) Edwin H. Peery
Attorneys for Plaintiff

Attorneys for Defendant

OVER

SALT RIVER PROJECT

SEC 5 T. 3N R. 14E



15-8-15

12-8-17

C O P Y

AGREEMENT.

THIS AGREEMENT, Made and entered into this 8th day of December, 1917, by and between the Salt River Valley Water Users' Association, a corporation duly organized and existing under the laws of the territory (now State) of Arizona, hereinafter styled the "Association", and J. W. Braddock, for himself individually and as guardian of the estate of Marion E. Braddock, an incompetent person, party of the second part, WITNESSETH:

THAT WHEREAS the United States has heretofore constructed and acquired an irrigation system situated in the counties of Maricopa, Gila and Pinal, State of Arizona, known as the Salt River Project, for the irrigation of arid lands situated in the Salt River Valley in said County of Maricopa, and by agreement of September 6th, 1917, has turned over the care, operation and maintenance of the same to the said Association, which Association has accepted the same and has assumed among other things the performance and charge of all valid and existing obligations and contracts affecting the care, operation and maintenance of the said project;

AND WHEREAS, there is now pending in the District Court of the United States for the District of Arizona, a certain suit instituted by the United States against the said Marion E. Braddock for the condemnation for the purposes of said irrigation project, of the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$), Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ NW $\frac{1}{4}$) and the Southwest Quarter of the Northeast Quarter (SW $\frac{1}{4}$ NE $\frac{1}{4}$) of Section 5, Township 3 North, Range 14 East, Gila and Salt River Base and Meridian, in Gila County, Arizona, together with a certain water right from Salt River for the irrigation of said premises which land and water are owned or claimed to be owned by the said Marion E. Braddock.

WHEREAS, the said Marion E. Braddock claims to have been injured or damaged in the cultivation and use of said land by reason of interference with his water right through the construction by the United States of a certain diversion dam in Salt River situated a short distance above his land and below the point of diversion of water for the irrigation for the same,

AND WHEREAS, in adjustment and agreement of said claim for damages an agreement was entered into on November 10, 1915, between the United States and said Marion E. Braddock, whereby the United States agreed to construct a concrete flume around or through said dam of sufficient capacity to convey, if not obstructed, seven and one-half ($7\frac{1}{2}$) second feet of water for the Purpose of carrying the water to which said Braddock might be entitled, around the north abutment of said Dam, so that the same could be delivered into his canal, which contract was rendered valueless for completion by reason of the breaking and partial destruction of the said dam caused by unusual high waters on January 19, 1916, before said contract could be carried out by the United States;

NOW, THEREFORE, for and in consideration of the premises the parties to this agreement do hereby covenant and agree as follows, to-wit:

Article 1. The Association will, within forty (40) days after the signing and execution of this agreement, pay to the party of the second part, and the party of the second part will accept, the sum of Five Thousand Dollars (\$5,000.00), in full settlement and satisfaction of all claims or demands for damages of any nature or kind whatsoever, arising out of the Construction by the United States of the diversion dam aforesaid, or out of any interference or claimed interference by the United States with the diversion by the party of the second part of all water for the irrigation of or for use upon the above described land whether accruing in the past or to accrue in the

12-8-17

future from the matters aforesaid; and the party of the second part for and in consideration of said payment agrees to and will upon the making of said payment by the Association, discharge and release the United States and the said Association from all claims for damages or injuries present or future arising from matters aforesaid.

Article 2. The Association further agrees to procure the dismissal of the suit above referred to at the cost of the plaintiff, as soon after the execution of these presents as may be convenient, the defendant to have judgment for his legal costs expended in that behalf.

Article 3. It is further understood that the party of the second part may continue to divert the water of the Salt River to the extent of his legal right so to do, taking the same through or around the diversion dam in its present condition, but at his own cost and expense; and should the party of the first part or the United States at any time desire to repair or reconstruct said diversion dam, provision shall be made for the diversion of water for the party of the second part in a similar manner and to the extent provided in said agreement of November 10, 1915, but neither the United States nor the Association shall be deemed to be under any obligation to repair or to reconstruct said dam.

IN WITNESS WHEREOF, the said Association has caused these presents to be signed by its President and attested by its Secretary under its corporate seal in pursuance of the Resolution of its Board of Governors and the party of the second part has hereunto subscribed his name on his own behalf and as guardian aforesaid, the day and year first above written.

Attest: SALT RIVER VALLEY WATER USERS' ASSOCIATION
By _____ President.

Secretary

Party of the Second part.

1-26-10

THIS AGREEMENT, made this 3rd day of February,
A. D. 1910, in pursuance of the Act of June 17, 1902 (32 Stat.
388) between the UNITED STATES OF AMERICA, by Jay D. Steward Acting
Supervising Engineer of the U. S. Reclamation Service, party of
the first part, duly authorized by the Director of the U. S.
Reclamation Service, and Laura M. Plunkett, party of the second
part, her heirs, executors, administrators, successors and assigns:

WITNESSETH, The parties hereto do covenant and agree as
follows:

Article 1. The United States hereby agrees to furnish water
to the party of the second part from the supply available in
Salt River for use in irrigating thirty acres of arable land
situated in the East half of the South-east quarter of Section 36,
Township 4 North, Range 13 East, G. & S. R. M., Gila County,
Arizona Territory, lying north of the Power Canal constructed
by the U. S. Reclamation Service. The quantity of water to be
furnished hereunder shall be equivalent to a continuous flow of
fifteen miners inches and shall be limited in amount to beneficial
use on said land for irrigation purposes.

Article 2. It is understood and agreed that said water
shall be delivered by the United States to the second party from
and through a suitable structure in said power canal, which
shall be installed at the reasonable expense of the party of the
second part under the supervision of the Engineer in charge of
the Roosevelt Dam.

Article 3. It is further agreed and understood that the
United States shall not be responsible for failure to supply water
under this contract caused by drought, or insufficient supply of
water in Salt River, nor for any damage caused by floods, acts of
hostility, or unavoidable accidents, and that it shall have the right
to cease furnishing said amount of water at any time for the
purpose of and as often as it may be found necessary to clean or
repair said canal, and its head works, care being taken to avoid

damage to crops on said premises.

Article 4. It is expressly understood and agreed that the supply of water and water service as above provided shall be furnished by the party of the first part only during such time as the East half (E 1/2) of the South-east (S.E. 1/4) quarter of Section Thirty-six (36), Four North (4) Range Thirteen (13) East, G. & S. R. M., Arizona, is held under lease from the Territory of Arizona, by the said Laura M. Plunkett or her assigns and the same shall cease when the said Territory of Arizona is admitted as a state into the Union.

Article 5. In consideration whereof, the party of the second part does hereby waive, and release the United States from any and all claims or demands for the loss of the use of said E-1/2 S. E. -1/4 of Section 36, Township 4 North, Range 13 East, G. & S. R. M., or any part thereof, or any injury to the said premises or lease-hold for any damage to crops, seeding, ditches or improvements thereon, or appertaining thereto which has been or may be caused directly or indirectly by the construction of the irrigation works of the Salt River Project or the waters of the Salt River Reservoir.

Article 6. No member of or Delegate to Congress, officer Agent, or employee of the United States is or shall be admitted to any share or part of this contract or to any benefit to arise therefrom, and sections 3739, 3740, 3741 and 3742, Revised Statutes of the United States, so far as applicable, enter into and are part of this agreement.

In Witness Whereof, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

(Signed) Laura M. Plunkett.
Second Party.

For and on behalf of the United
States, First Party.

1-26-10

Territory of Arizona }
County of Gila. } SS

Before me, Rose McGrath, a Notary Public in and for Gila County, Arizona Territory, personally appeared Laura M. Plunkett, well known to me to be the party who signed the above and foregoing agreement and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this 26th day of Jan. A. D., 1910.

My Commission expires March 5th, 1910.

(Sig.) Rose McGrath,
Notary Public.

Territory of Arizona }
County of Gila. } SS.

Jay D. Starnand
Louis C. Hill being duly sworn upon his oath deposes and says that he is ^{Acting} a Supervising Engineer of the U. S. Reclamation Service, duly authorized to enter into the foregoing agreement under the terms thereof, and that he executed said agreement for the purpose and consideration therein expressed.

Subscribed and sworn to before me this _____ day of

_____ 19 _____.

Notary Public,

11-22-09

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IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE
TERRITORY OF ARIZONA,

Having and exercising the same jurisdiction in all
cases arising under the Constitution and Laws of
the United States as is vested in the Circuit and
District Courts of the United States.

THE UNITED STATES OF AMERICA,

Plaintiff,

vs.

George Boyd, Lucy Boyd,
Elmer Boyd, and James
M. Adams, Guardian,

Defendants.

NO. 14-A

FINAL JUDGMENT.

This case having come for trial on the 21st day of
July, 1909, J. L. B. Alexander, United States Attorney for
the Territory of Arizona, appearing for the plaintiff, and
the defendants George Boyd, Lucy Boyd, Elmer Boyd, and James
M. Adams, Guardian, having been regularly served with summons
and having failed to appear and answer plaintiff's complaint
filed herein, and the legal time for answering having expired,
and the default of said defendants and each of them having been
duly entered according to law, the case was tried before the
court without a jury, and witnesses on behalf of the plaintiff
having been sworn and examined and documentary evidence having
been introduced upon behalf of the United States of America,
plaintiff herein, and the court having rendered judgment in
favor of the defendant Elmer T. Boyd, and fixed his damages
at One Thousand Dollars (\$1000.00), and it appearing that
this is a case where the taking of the property hereinafter
described was and is a necessary taking for a public use, as
authorized by law, and the plaintiff having paid into court

SALT RIVER VALLEY WATER USERS' ASSOCIATION

Sec. 20 , T. 4N , R. 13E

792 - Roosevelt Reservoir

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11-22-09

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the amount of the judgment rendered by the court, to-wit, One Thousand Dollars (\$1000.00) and having in all respects complied with the law in such cases made and provided,

IT IS NOW, THEREFORE ORDERED, ADJUDGED, AND DECREED that the plaintiff do have and recover from the defendant Elmer T. Boyd, the following described property, for the purpose of the construction of irrigation works for the storage, diversion, and development of water, to-wit:

The west One-Half of the Southeast One-Quarter of Section Twenty in Township Four North of Range Thirteen East of the Gila and Salt River Base and Meridian, in the County of Gila, Territory of Arizona, which include the whole of the entire parcels and tracts above set forth.

Done in open court this 16th day of November, 1909.

H. W. LEWIS

Judge.

United States of America,)
Fifth Judicial District,) ss.
Territory of Arizona. .)

I, GEORGE H. SMALLEY, Clerk of the District Court of the Fifth Judicial District of the Territory of Arizona, do hereby certify that the above copy of final judgment, case No. 14-A., United States of America vs. George Boyd et al. is full, true and correct, as appears from the records of my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said court, at Globe, Arizona, this 16th day of November, A. D. 1909.

George H. Smalley, Clerk.

By *Chip Patton* Deputy.

C. S. Witbeck, Examiner
1934 Phoenix, Arizona

Boyd & Adams

No. 14-A.

U. S. District Court.
FIFTH JUD. DISTRICT
TERRITORY OF ARIZONA.

THE UNITED STATES OF AMERICA
Plaintiff.

vs.

George Boyd et al. Defendants.

FINAL JUDGMENT

FILED *Nov 15* 1909

George H. Smalley
Clerk.

TERRITORY OF ARIZONA,
County of Gila.

I, E. T. Stewart, County
Recorder in and for said
Gila County, do hereby cer-
tify that the within in-
strument of writing was
filed at the request of

C. S. Witbeck

on the 22 day of Nov.,

A. D. 1909 at 45 minutes

past 4 o'clock P. M., and

duly recorded at Page 91,

Book 1, Records

Judgments

Gila County, Arizona Terri-

tory.

B. S. Stewart
County Recorder

Completed

8-9-09

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Copy-TEB

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE.

Washington, D. C., August 9, 1909.

The Honorable

The Secretary of the Interior.

Sir:

Herewith enclosed is tentative agreement made with John Boyne Henderson for the purchase of the E $\frac{1}{2}$ NW $\frac{1}{4}$ and the SW $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 1, T. 4 N., R. 4 E., G. & S. R. M., Gila County, Arizona, and related papers.

This land is situated in the Salt River reservoir site and is needed in connection with the Salt River project and has been inundated for some time. Owing to the impossibility of making an agreement with Mr. Henderson for the acquisition of this land by the United States at a reasonable figure, steps were taken to condemn it and by direction of the Attorney General the United States Attorney for the Territory of Arizona instituted suit last fall.

Before trial of the case which was set for July 20, 1909, the attached agreement was executed and the case continued pending the consideration of agreement by the Department. July 29, 1909, Neil M. Allred, attorney for the defendant, Henderson, notified the Supervising Engineer to hold the Henderson contract and have the judgment entered by agreement for \$2,000, the consideration named in the contract.

Aug. 10'09. 34245.

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It appears in making out the abstract the Treasurer of Gila County discovered the land had not been assessed for two years, and that at the usual one-third valuation the taxes would be about \$30 which Henderson was willing to pay but the Treasurer wanted to go before the Board and have the land assessed at a much higher valuation which Mr. Henderson regards as entirely unreasonable. Mr. Allred, attorney for Mr. Henderson, has presented the case and wishes to have a judgment entered by consent and thus pass the land to the government free of all taxes, none being now or having been before suit brought assessed by the County. Copy of Mr. Allred's letter herewith.

The request of Mr. Allred to have the proposed agreement held and close the deal by entry of judgment before acceptance of the contract by the Secretary of the Interior may be regarded as tantamount to a withdrawal of the offer set out in the agreement to sell. In view of the verdicts returned by the jury in the condemnation suits tried in Gila County last February, it appears advisable to pay \$2,000 for the property rather than try the case.

The land must be obtained and the price is deemed reasonable. The title by entry of judgment would be more satisfactory than to follow the usual procedure under a contract and this settlement of the suit, and payment of the judgment entered by consent would be much more expeditious.

It is, therefore, recommended that the Attorney General

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be requested to advise the United States district attorney
of Arizona to consent to the entry of judgment in this case
for \$2,000 without costs.

Very respectfully,

MORRIS BIEN.

Acting Director.

2 encs.

Approved Aug. 10, 1909,
and action taken as recommended.

JESSE E. WILSON.

Acting Secretary.

U. S. RECLAMATION SERVICE
Office Supervising Engineer
RECEIVED

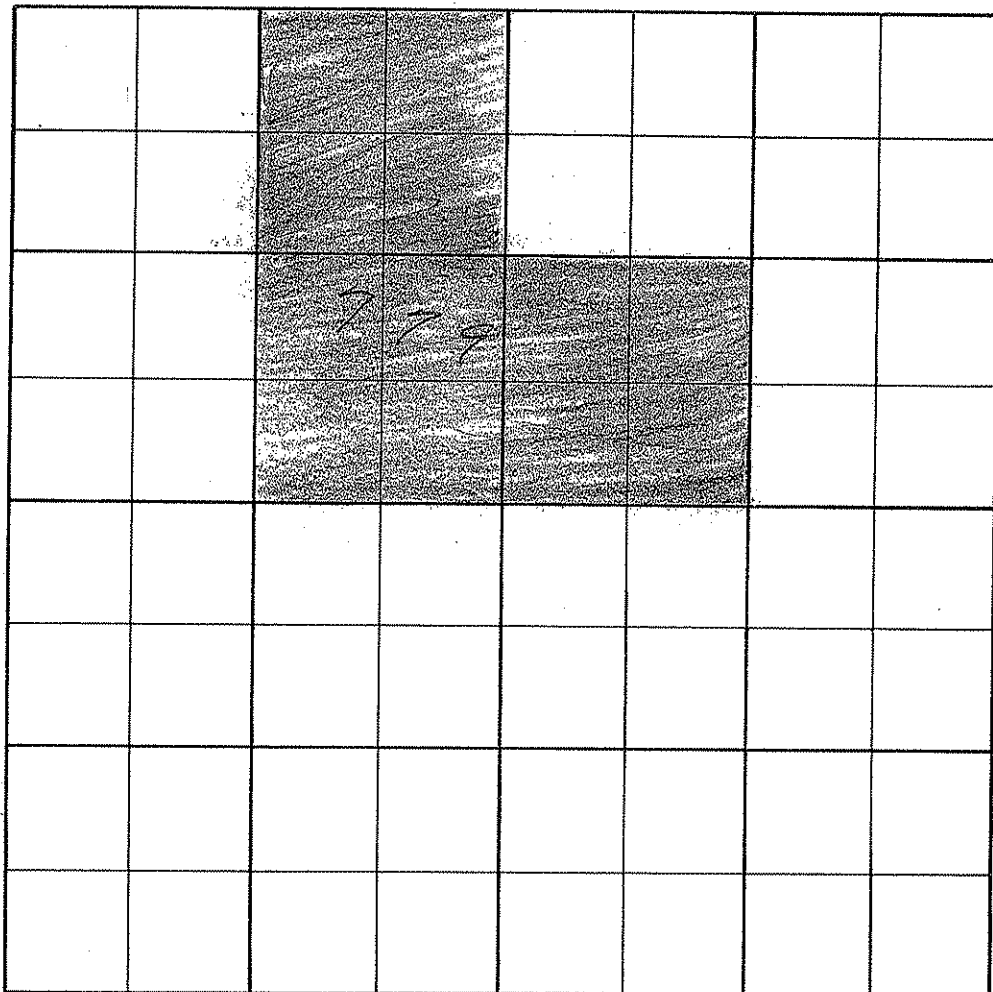
AUG 16 1909

PHOENIX, ARIZONA.

Copies to Supervising Engineer, Phoenix, Arizona.

SALT RIVER PROJECT

SEC 1 T 4N R 11E



779 - Prospect Reservoir

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7-30-09

copy - WEC

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Department of Justice
Office of United States Attorney
For the Territory of Arizona

Phoenix, July 30, 1909.

Mr. C. S. Whitbeck,
U. S. Reclamation Service,
Phoenix, Arizona.

Sir:

I am in receipt of the papers and abstract of title, relative to the East Half of the Southwest Quarter and the West Half of the Southeast Quarter of Section 15, Township 4 North of Range 12 East, Gila and Salt River Base and Meridian, in Gila County, Arizona, which is desired by the Reclamation Service for the Roosevelt Reservoir, and upon which abstract an opinion was given by my Assistant, Captain George D. Christy, passing the title to said premises as sufficient.

From the letter which you return with said papers, signed by F. W. Clements, First Asst. Attorney of the Interior Department, to the Secretary of the Interior, of date May 7 last, it appears that he has found a number of defects in the probate proceedings leading to administrator's sale of said premises, which he considers to affect the title to the same. I have looked over the defects he points out but I do not consider them of sufficient seriousness to render void the proceedings had in the Probate Court of Gila County, Ariz. in respect to the sale of said premises by the administrator of the estate of Arthur L. Cox to the United States.

OVER

The first objection of Mr. Clements to said proceedings is that the notice to creditors given does not show the time allowed such creditors to present their claims. This is not a valid objection, for the reason that the creditors of the estate, if any there were, have no interest in the property and are only interested in the proceeds of the sale.

The second objection made is that it does not appear who was decedent's heir at law, and that the court made no finding respecting it, and that the only information given is contained in the petition of the Administrator for an order to sell, merely stating that the only heir at law of the decedent is Margaret C. Miller of Highland Park, Ill. The statute does not require that the Administrator shall state in his petition for letters of administration or for an order to sell, the degree of relationship of any heir at law of the decedent, and it is sufficient if he does state that some certain person is an heir at law of the decedent without stating the degree of relationship.

The third objection is that no claims were filed and the Administrator has made no final report nor settlement and administration is not closed. That is immaterial so far as it concerns the sale for the statute does not require that before a sale can be had that claims shall be filed and the Administrator shall make a final report or settlement and the administration shall be closed, for if administration was closed, then there would be no necessity for any sale. Moreover, there would be nothing to sell.

7-30-09

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The fourth objection is that the petition is unverified and states, on advice and belief, that there is no personal property of the estate, that the land involved is all the real estate and is appraised at \$500 and was separate property, and that there are now no debts, that the expenses of administration accrued are \$15 and those to accrue are estimated at \$35, and that "the only heir so far as known to petitioner is Margaret C. Miller, an adult, residing in Highland Park, Ill.", that the sale of realty is necessary to pay the expenses of administration and that private sale of all ^{the} land is to the best interests of the estate. The abstract upon inspection shows that the petition above referred to is verified and, in my opinion, which is supported by decisions of the Supreme Courts of California, from which our probate statute was taken, and also by the decisions of our own courts, the above facts alleged in the petition were sufficient to invest the probate court with jurisdiction to act in the premises and order a sale of the property in question.

The fifth objection is that there is nothing showing how the sale was conducted, on what notice, to whom or when it was made, or whether the report of the sale was made to the court. The abstract does show that report and return of the sale was made to the court by the Administrator, and that the purchaser of the property was the United States of America, the highest bidder therefor, and that it was sold to it for \$800, and that sale was made in accordance with the order of the court and the notice given by the Adminis-

OVER

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trator, of the sale. Moreover, the order confirming the sale recites the facts that the property was sold at private sale after due notice given and that the United States was the purchaser, for \$800, being the highest bidder for the property, and the Administrator in said order of confirmation, is directed to make the necessary conveyance to the United States. It is true, that in the certified copy of the order of confirmation, recorded in the Recorder's office as required by law, it appears that language was used which does not agree or conform to the order of confirmation on file in the Probate Court, in this: That it appears from the order in the Probate Court disclosed in the abstract that Administrator Hill was directed to execute to the purchaser, the United States of America, a conveyance for the real estate while it appears from the certified copy of said order of confirmation, (in the same abstract also disclosed) recorded in the office of the Recorder of Gila County, that a conveyance was directed to be executed to the purchaser "by the United States". This is apparently a clerical error as the United States of America was the purchaser and not the vendor, and it is a mere irregularity which can be easily corrected, and should be corrected by having a correct certified copy of the order of confirmation re-recorded.

Mr. Clements is quite correct in saying that it is not necessary that the order of confirmation should be put twice in the abstract, that is, the order as it exists in the Probate Court and the certified copy thereof, recorded in the County Recorder's office. It is sufficient that the certified

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copy recorded in the County Recorder's office should be shown upon the abstract.

Objection is also made that the deed from the Administrator to the United States is not dated nor executed. The deed which you have returned to me with the papers, conveying the property, is dated April 2, 1909, and is signed, acknowledged and recorded on the same day. Therefore, the objection in that respect is not tenable. Moreover, the deed is in proper form.

There is a further objection as to taxes for the year 1908. The abstract shows that at the time the same was made, there were due Gila County \$33.60 taxes upon the property conveyed. However, Mr. Clements claims that the certificate of the Tax Collector of Gila County of date April 12, 1909, shows that there were no back taxes against said property. Inasmuch as the certificate referred to by Mr. Clements is not attached to the abstract which you now return to me, I am unable to say whether he is correct in that respect or not, for there appears a certificate to said abstract by the Treasurer of Gila County under date of June 15 last that all taxes on said property are paid except as disclosed by said abstract.

Therefore, from a personal inspection of the abstract above referred to, I find nothing in the objections advanced by Mr. Clements which is fatal to the title to the premises above referred to.

However, I do find a defect in the order of the Probate Court in directing a sale of the premises in this :

OVER

That the petition for an order to sell is based upon one of the necessities provided by statute, to-wit, for the purpose of paying the expenses and charges of administration, while the order allows the sale for the purpose of closing the estate and distributing the proceeds thereof. The statute does not permit the sale of real estate for the purpose of closing the estate and distributing the proceeds thereof; therefore, the court has no authority to order a sale upon that ground, and for that reason, it is my opinion that the sale made in pursuance of said order is invalid, and I would recommend that if it is desired to convey title to said premises to the Government by sale through administration, that another order conforming to the averments in the petition be issued and published and a sale had thereunder. However, I believe that the sale of this property to the Government can be expedited and with less expense by the Administrator closing up the estate and having a distribution of the same to the proper heirs and then obtaining a deed from such heirs to the Government.

I herewith return to you the abstract with deed and other enclosures which you transmitted to me that you may have the proper proceedings taken in the premises.

Yours truly,

(Sig) J. L. B. Alexander

United States Attorney.

A/F

Enclosures.

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Warranty Deed.

TERRITORY OF ARIZONA, }
County of Gila } ss.

KNOW ALL MEN BY THESE PRESENTS:

That Margaret C. Miller and her husband, William H. Miller of Cook County, Illinois.

of the _____ for and in consideration of

- Eight Hundred - (\$800.00) - - - - - DOLLARS,

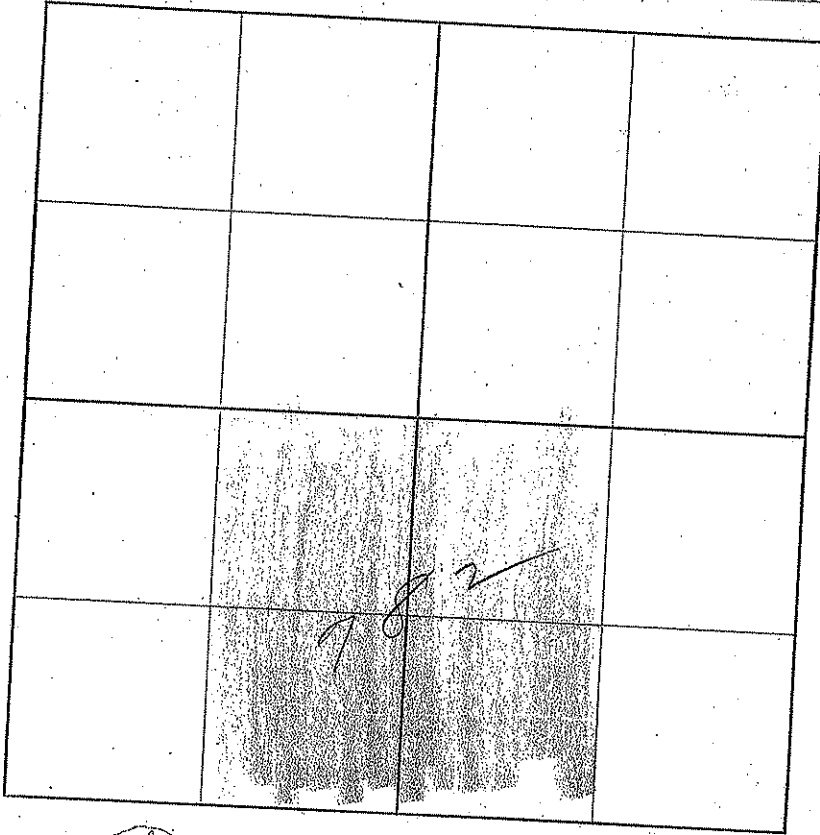
to them in hand paid by THE UNITED STATES OF AMERICA, pursuant to the Act of June 17, 1902 (32 Stat., 388) known as the Reclamation Act

we 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 East half (E.-1/2) of the Southwest quarter (S.W.-1/4) and the West half (W.-1/2) of the Southeast quarter (S.E.-1/4) of Section Fifteen (15) Township Four (4) North, of Range Twelve (12) East, G. & S. R. M., Gila County, Arizona, together with all rights and property and appurtenances thereunto appertaining.

ALT RIVER VALLEY WATER USERS ASSOCIATION

Sec. 15, T. 4N, R. 12E



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(Seal)

(Seal)

(Seal)

(Seal)

82 - Roosevelt Reservoir

cut to 7-30-09

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7-276.

AGREEMENT TO SELL.

THIS AGREEMENT, made this 27th day of July
(Do not fill in date until executed by both parties.)

nineteen hundred and nine between John E. Campbell
Bachelor resident his wife of Tempe in Maricopa
County, Arizona Territory for his heirs, legal representatives, and
assigns, of the first part, and The United States of America and its assigns, of the second part, by

Jay D. Staunman of the United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388).

WITNESSETH, That the first part, in consideration of the benefits to be hereafter derived
from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter
described, of the promises and covenants of the party of the second part herein contained, and of the

payment to him by the second part

of the sum of one dollar (\$1.00), the receipt whereof is hereby acknowledged, do hereby agree, upon
the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to
the United States of America the following described real estate and property situated in the county

of Gila of Arizona, to wit:

The Southeast quarter of the Southeast
quarter (SE 1/4 SE 1/4) of Section Fifteen (15) Township
Four (4) North, Range Twelve (12) East T. 5 R. 12
Gila County, Arizona, and being the land embraced
within D. & E. #3115, Tucson, Arizona, together
with all the improvements upon said land,
including all ditches and water rights and the
water thereby appropriated to the use of said
land.

And in consideration of the premises the first part... further agree... upon receipt of notice
that this contract has been approved by the Director of the Reclamation Service, to procure and
have duly recorded all assurances of title and affidavits which the said second party may be advised
by the proper Government officials are necessary and proper to show complete title in fee simple
unincumbered, and the time spent in procuring, recording, and transmitting the same to the officer act-
ing on behalf of the United States shall be added to the time limit of this agreement. And for the
same consideration the first part... agree... to execute and deliver, upon demand of the second
party at any time within the continuance of this agreement, a good and sufficient deed of quit-claim
conveying to the United States all his right, title and interest in and to
said premises free of lien or encumbrance

In consideration whereof, the said second party agrees that the United States will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the said first part... as full purchase price and full payment for all damages for entry upon the above-described land and the construction and operation of reclamation works under said act, the sum of Six hundred (\$600.00) dollars, by United States Treasury warrant or disbursing officer's check.

It is further agreed that liens or incumbrances existing against said premises may, at the option of the second party, be removed at the time of conveyance by reserving the amounts necessary from the purchase price and discharging the same with the moneys so reserved; but this provision shall not authorize incurrence of any lien or incumbrance as against this agreement, nor as an assumption thereof by the United States.

It is agreed that the first part... may retain possession of said premises until.....

~~..... notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until..... except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works pursuant to said act of Congress, free of any claim of the first part....~~

This agreement shall become effective to bind the second part... to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of three months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the first part..., and also the assigns of the United States.

No Member of or Delegate to Congress, officer, agent, or employee of the United States is or shall be admitted to any share or part of this contract or to any benefit to arise therefrom, and sections 3739, 3740, 3741, 3742, Revised Statutes of the United States, so far as applicable, enter into and are part of this agreement.

7-30-09

3

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

Witnesses:

O. C. McNary
of Soldiers Home Calif.

John E. Campbell (signed)

F. H. Lowe
of Soldiers Home Calif.

First party.

C. Switbeck
of Phoenix, A.T.

Jay D. Starnard (signed)
For and on behalf of the United States,
Second party.

of

STATE OF California }
COUNTY OF Los Angeles } ss:

I, C. F. Stutzman, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that John E. Campbell

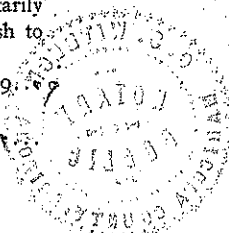
who personally known to me to be the person... whose name... subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that... signed, sealed, and delivered said instrument of writing as... free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said... separate and apart from... husband..., and explained to... the contents of the foregoing instrument, and upon that examination... declared that... did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do... not wish to retract the same.

Given under my hand and official seal, this 27 day of July, 1909

[SEAL] my Commission Expires July 1 1913 C. F. Stutzman

Approved this... day of... 19...



ACREEMENT TO SELL.

John E. Campbell

TO

UNITED STATES.

COUNTY OF } ss:

I hereby certify that this instrument was filed for record in my office at o'clock, M., 19....., and is duly recorded in Book....., Page No.....

By.....

Fees, \$.....

17201b-8m-8-26-08

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF *Territory Arizona* }
COUNTY OF *Maricopa* } ss:

I do solemnly swear or (affirm) that the copy of contract hereto annexed is an exact copy of a contract this day executed by me, personally, with *John E. Campbell*; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said *party* or any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case, made and provided.

Jay D. Starnard
Acting Supervising Engineer, U. S. R. S.
Phoenix

[OFFICIAL SEAL.]

Subscribed and sworn to before me at this *30* day of *July*, A. D. 19*09* My commission expires *Nov. 25 - 1911*

C. S. Wittbeck
Notary Public

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

7-20-09

792

United States of America.

In the District Court of the Fifth Judicial District, Territory of Arizona.

Having and exercising the same jurisdiction under the Constitution and Laws of the United States as is vested in the District and Circuit Courts of the United States.

To C. S. Whitbeck, Phoenix, Ariz.

GREETING:

YOU ARE HEREBY COMMANDED, laying aside all business, to appear before the District Court of the Fifth Judicial District of Arizona, having and exercising the jurisdiction above mentioned, at the Court House in the City of Globe on the 20th day of July A. D. 1909, at 9 o'clock A. M. there to give evidence generally in a case pending between the United States of America as plaintiff, against J. W. Lee as defendant, and to testify generally on behalf of Plaintiff and not to depart the Court without leave thereof, or of the District Attorney.

Of this Fail Not under Penalty of the Law.

ERNEST W. LEWIS
Witness: THE HON. EUGENE A. TUCKER, Judge of the Fifth Judicial District of the Territory of Arizona, this 28th day of June A. D. 1909

George H. Skelton Clerk.
By [Signature] Deputy.

COPY.

Subp. No.

Case No. 6-A.

UNITED STATES OF AMERICA

DISTRICT COURT,

FIFTH JUDICIAL DISTRICT,

Territory of Arizona.

UNITED STATES OF AMERICA,

Plaintiff

J. W. Lee et al.

vs.

Defendant

SUBPENA,

Issued on behalf of

Returned and Filed on the day

of 190.....

Clerk.

Deputy Clerk.

Sho. H. H. Howell, Co., Printers, Phoenix, Arizona.

FIFTH JUDICIAL DISTRICT OF ARIZONA, ss.

I received this writ at Globe, at o'clock M., on the day of 190.....

and served the same by copy as follows:

Personally on at o'clock M., on the day of 190.....

" at " M., " " 190.....

" at " M., " " 190.....

At residence: at " M., " " 190.....

" at " M., " " 190.....

" at " M., " " 190.....

And the other persons named in said Writ are "not found" in said District this day of 190.....

Marshal,

By Deputy Marshal.

Warranty Deed.

TERRITORY OF ARIZONA;
County of Gila. } ss.

Know All Men by These Presents:

That

JOHN EBYNE HENDERSON

of the County of Gila, Territory of Arizona, party of the first part,

for and in consideration of

TWO THOUSAND, (\$2,000.00) ----- DOLLARS,

to him in hand paid by the UNITED STATES OF AMERICA, party of the second part
pursuant to the Act of Congress approved June 17th, 1902, (32 Stat., 388)

has granted, sold and conveyed, and by these presents does grant, sell and convey unto the
said the UNITED STATES OF AMERICA, its successors and assigns, in fee simple
forever.

all that certain premises described as follows, viz:

The East half of the North West quarter and the South West quarter of
the North East quarter of Section one (1), in Township four (4), North,
of Range eleven (11), East, of Gila and Salt River Meridian, in Gila
County, Arizona, containing one hundred and twenty acres.

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,

its SUCCESSORS 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

The UNITED STATES OF AMERICA

its SUCCESSORS heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

.....
.....
.....

Before me, George Walter Shupe, a Notary Public in and for the County of Gila, Territory of Arizona, on this day personally appeared John Borne Henderson 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 20th day of July, A. D. 1909.
My Commission expires, *Michael J. ...*
Notary Public.

.....
.....
.....
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.....
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.....
.....
.....
.....

Witness my hand this 20th day of July, A. D. 1909.

Signed, Sealed and Delivered in the presence of
John Borne Henderson [SEAL]
[SEAL]
[SEAL]
[SEAL]

Copy

Administrator's Deed.

This Indenture, Made the 2nd day of April A. D. 1908
at Globe County of Gila Territory of Arizona, by and
between Geo. R. Hill the duly appointed, qualified and
acting Administrator of the estate of Arthur L. Cox
deceased, the party of the first part, and the United States of America,
pursuant to the Act of Congress approved June 17, 1902 (32 Stat. 388)
of the County of _____ Territory (or State) of _____ the

party of the second part, WITNESSETH: That whereas, on the 29th day of
April, A. D. 1908, the Probate Court of the County of Gila
Territory of Arizona, made an Order of Sale, authorizing the said party of the first part to sell
certain real estate belonging to said estate, and which is situated in the said County and
Territory, and specified and particularly described in said Order of Sale, reference to which is
hereby made.

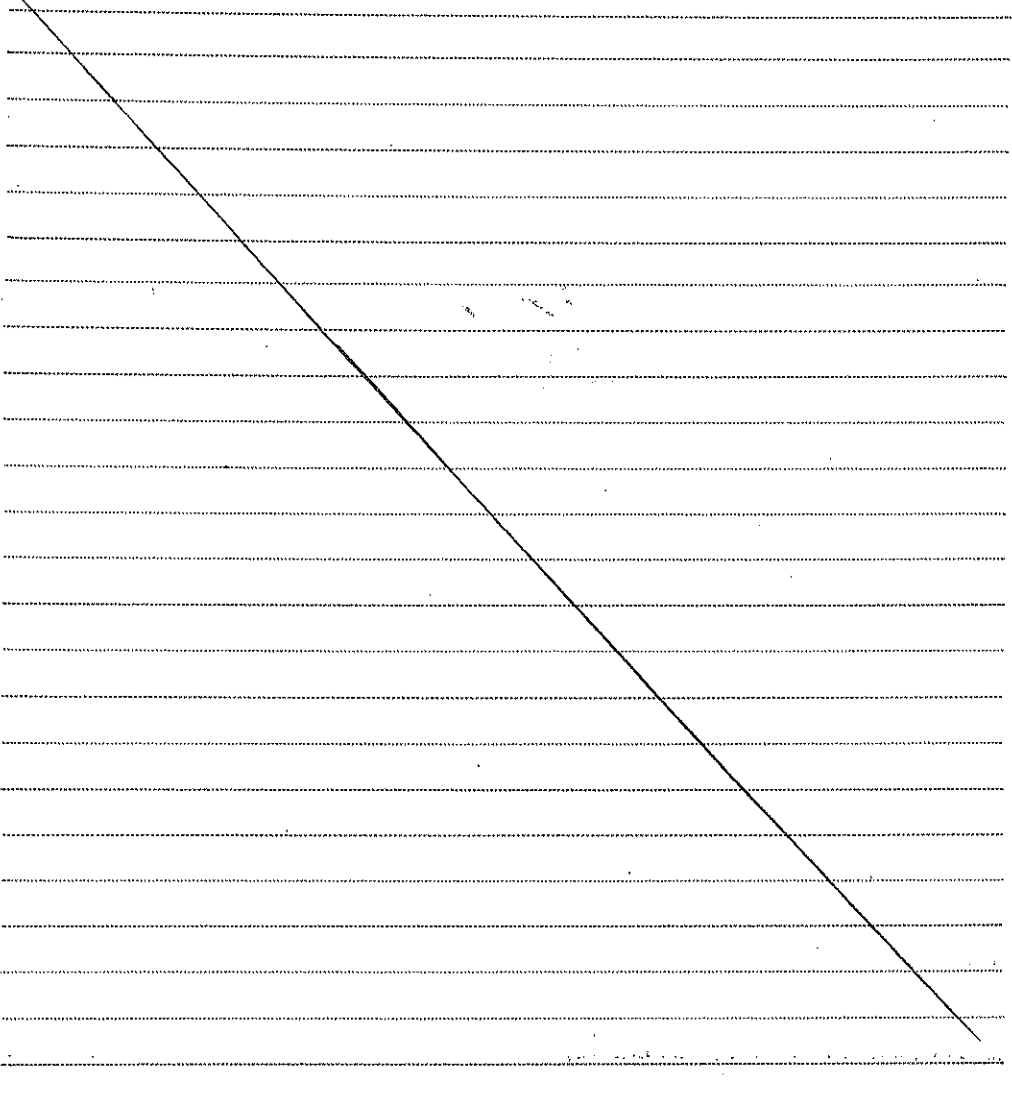
And whereas, under and by virtue of said Order of Sale, said party of the first part, on the
first day of October, A. D. 1908, sold said real estate, subject
to confirmation by said Probate Court, to said party of the second part, for the sum of
Eight Hundred (800⁰⁰) DOLLARS.

And whereas, said Court did, on the 12th day of October, A. D. 1908,
make an order confirming said sale, and directing conveyances to be executed to the said party
of the second part, a certified copy of which Order of Confirmation was recorded in the office of
the County Recorder of the County of Gila in said Territory, on the
11th day of November A. D. 1908, at 1¹⁵ o'clock P. M., in Book 2
of Miscellaneous Records page 639, and which said Order of Confirmation, now on file and
of record in said Probate Court, and which said record thereof in said Recorder's office, are
hereby referred to.

Now, therefore, the said Geo. R. Hill Administrator
of the estate of Arthur L. Cox deceased, the party of
the first part, pursuant to the order last aforesaid of the said Probate Court, for and in con-
sideration of the sum of Eight Hundred (800⁰⁰) Dollars,
Gold Coin of the United States, to him in hand paid by the said party of the second part, the
receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these
presents does grant, bargain, sell and convey unto the said party of the second part, his heirs
and assigns forever, all the right, title, interest and estate of the said Arthur L. Cox
Cox deceased, at the time of his death, and also all
the right, title and interest that the said estate, by operation of law or otherwise, may have
acquired, other than or in addition to that of said intestate at the time of his death, in and to

all that certain real property, situated in said county of Gila

Territory of Arizona, and particularly described as follows, to-wit: The East
half (1/2) of the South West quarter (1/4) and the
West half (1/2) of the South East quarter (1/4) of
Section Fifteen (15) Township Four (4) North of
Range Twelve (12) East G. & S. R. M. Gila County
Arizona Territory



To Have and to Hold, all and singular, the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

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

Geo. R. Hill [SEAL] *(Signature)*
Administrator of the Estate of Arthur L. Cox Deceased.

TERRITORY OF ARIZONA,

County of _____

} ss.

On the 12th day of April in the year one thousand,
nine hundred and nine before me Mary Kavanaugh
a Notary Public in and for the said County of Gila Territory of Arizona,
personally appeared Geo R. Hill known to me to be
the person whose name is subscribed to the within instrument, as the Administrator of the
estate of Arthur L. Cox deceased, and acknowledged to me that he,
as such Administrator, executed the same for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal at the County of Gila
the day and year in this certificate first above written.

Seal

Mary Kavanaugh (Signed)
Notary Public.

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. of Records of County, Arizona, at pages

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

.....
County Recorder.

Copied

No.

Administrator's Deed.

FROM

Geo. R. Hill

Ex. Trustee of Cox Decedent

TO

United States

Dated 190.....

Filed and Recorded at request of

A. D. 190.....

M.

Book

Pages

By

County Recorder.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

Sec. 15 T. 4N R. 12E

			783

783 Roosevelt Reservoir

783

G. M. Shute
District Attorney

3-28-09

95

Globe, Arizona March 28, 1909.

Cap't J.L.B. Alexander,
Phoenix, Arizona.

My dear Alexander:- In Re Plunkett Ranch.

Recalling the conversation had with you a few days ago relative to the securing of water for the above place beg to state these facts as follows.

My sister Laura M. Plunkett, owns under the Roosevelt Reclamation project eighty acres of school land a part of which is subject to flooding and a part of which is not.

This land was watered for yrs from what is known as the Kenton ditch irrigating the greater part of the land which will be flooded by the water of the dam.

When the present power canal was constructed it destroyed the Kenton ditch in part, and to remedy this defect, the power canal people turned sufficient water back into an undestroyed part of this Kenton ditch sufficient to water all the lands that prior thereto had been irrigated by the said ditch.

The power canal runs much higher up than the old Kenton ditch and should we be allowed to take water directly from it could irrigate about as much land as could be reached under the old ditch; we own cattle running on the range and it is almost indispensable that we have a place where we can raise horse feed to keep up the saddle horses. Now my proposition is this:

We want the right to take water from the power canal at such times as there is water in the canal, sufficient to irrigate the land lying below the canal and above the mean high water mark of the back water from the dam.

G. W. Shute

District Attorney

Globe, Arizona

958

In consideration of getting this we will waive all damages that may result or has resulted from the building of the dam.

I enclose a rough sketch showing this graphically, but being only sketched from memory is not accurate but will serve to illustrate.

We will sign a contract to this effect, so that there will be no doubt about the intention of the parties.

Very sincerely yours,



In the Probate Court

Of the County of Gila Territory of Arizona.

In the Matter of the Estate of

Arthur L. Cox

Deceased

Order Confirming Sale of Real Estate.

Geo. R. Hill Administrator of the estate of
Arthur L. Cox

deceased, having made to this Court, and filed in the office of the Clerk thereof, his
return of his proceedings under the order
of sale herein, and said matter coming on regularly this day to be heard, and it

appearing

to the Court, that in pursuance of said order of sale and as ordered by the Court

Geo. R. Hill as such Administrator

caused notice of the

time and place of holding said sale to be posted up in three of the most public places in the

County of Gila in which the land ordered to be sold

is situated, and to be published in the Arizona Silver Bell

a newspaper printed and published in the

same County of Gila ten days weeks successively next before

such sale, in which order of sale and notice the lands and tenements to be sold were described

with common certainty, as follows, to-wit:

The east one half (E 1/2) of the Southwest quarter (SW 1/4)
and west half (W 1/2) of the South east quarter (SE 1/4)
of Section 15 Township 4 North Range 12 East
T 33 N R 12 M in Gila County, Arizona Territory

and approved, and the proper and legal conveyances of all said real estate are hereby directed

to be executed to said purchaser by said The United States of America

Done in open Court the 15th day of October 1908

P. L. Robertson

Judge

6882

TERRITORY OF ARIZONA, } ss.
County of Gila.

I, E. T. Stewart, County Recorder in and for said Gila County, do hereby certify that the within instrument of writing was filed at the request of Geo. F. Hill

on the 11 day of November A. D. 1908 at 15 minutes past 10 o'clock P. M. and duly recorded at page 639.

Book - 2, Records Miscellaneous Gila County, Arizona Territory.

E. T. Stewart
County Recorder

RECORDED
INDEXED

Territory of Arizona
County of Gila ss. undersigned Clerk of the Probate Court
I, J. H. Robertson Probate Judge of Gila County
do hereby certify that the within is a full true
and correct copy of the original Order Confirming
Sale of real estate as the same appear on file
and of record in my office.
Witness my hand and official Seal this
11th day of November 1908

J. H. Robertson
Clerk of Probate Court

No. _____ Page _____

Recorded Book _____

Probate Court.

County of _____

TERRITORY OF ARIZONA.

In the Matter of the Estate of _____

Deceased.

Order Confirming Sale of Real Estate.

Filed _____ 190_____

Clerk _____

By _____ Deputy Clerk.

THIS IS AN OFFICIAL COPY OF THE ORIGINAL RECORD, ACCORDING TO THE ACTS OF THE LEGISLATURE.

Other Gila

1-22-07

Copy

Warranty Deed.

TERRITORY OF ARIZONA,

County of Gila, ss.

Know All Men by These Presents:

That GEORGE T. PETER, a single man

of the County of Gila, Territory of Arizona,

for and in consideration of

Sixteen Hundred (1600) DOLLARS,

to him in hand paid by THE UNITED STATES OF AMERICA, pursuant to the Act of June 17, 1902, (32 Stat., 388) known as the Reclamation Act has granted, sold and conveyed, and by these presents do grant, sell and convey unto the said THE UNITED STATES OF AMERICA

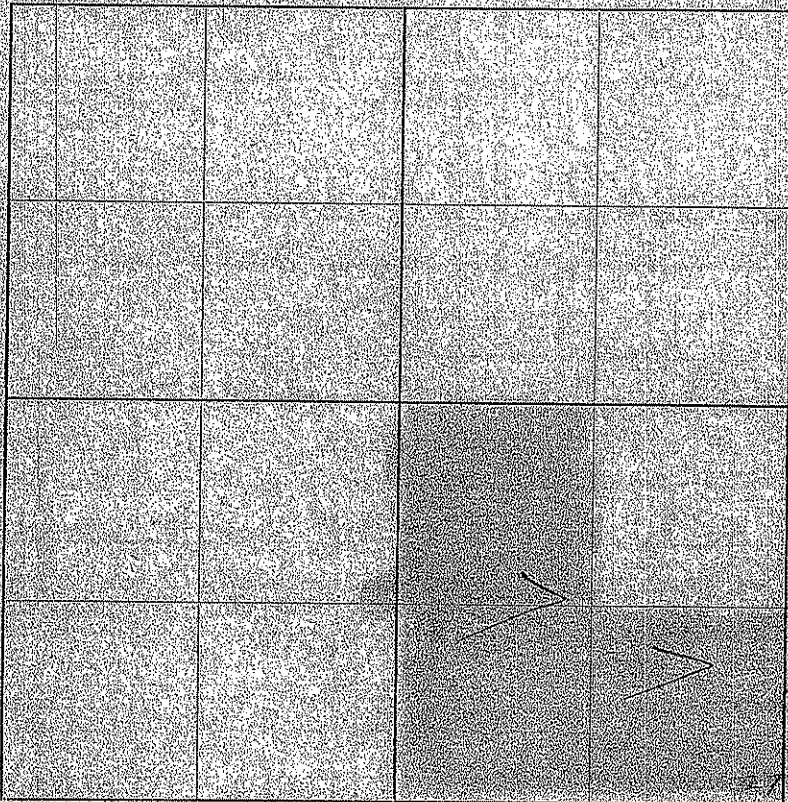
all that certain premises described as follows, to-wit:

and nw⁴ of SE⁴

South half (S 1/2) of Southeast quarter (SE 1/4) of section 27 and southwest quarter (SW 1/4) of southwest quarter (SW 1/4) of section 26, Township 5, north of range 11, east, G. & S. R. M., Gila County, Arizona Territory, together with all the right, title and interest in and to all water rights, ditches and improvements used on or appertaining to said land.

111

Sec. 26 & 27, T. 5N, R. 71E



27 26
34 35

777 Ronald Reservoir

777

1-22-07
Office Copy

777

9-276.

AGREEMENT TO SELL

THIS AGREEMENT, made this 22nd day of January
nineteen hundred and seven, between George T. Peter
and a single man, his wife, of Gila County,
Arizona Territory, for his heirs, legal representatives, and assigns, of
the first part, and THE UNITED STATES OF AMERICA and its assigns, of the second part, acting in this
behalf by _____ of the United States Geological Survey,
thereunto duly authorized by the Secretary of the Interior,

WITNESSETH, That the party of the first part, in consideration of the payment by the party of
the second part of the sum of one dollar and of the premises and agreements of the party of the second
part, herein contained, does hereby agree, upon the terms and conditions hereinafter stated, to sell and
by good and sufficient deed to convey to the United States of America, for the uses and purposes con-
templated by the act of Congress approved June 17, 1902 (32 Stat., 388), known as the Reclamation
Act, the following described real estate and property situated in the county of Gila

Arizona Territory, to wit:
The South half of the Southeast quarter (S²SE⁴), the northwest
quarter of the Southeast quarter (NW⁴SE⁴) of Section 27, and the
Southwest quarter of the Southwest quarter (SW⁴SW⁴) of Section 26
Township 5 North Range 11 East G & S. R. M. Together with all water
rights, ditches and improvements thereon containing 160 acres

And the party of the first part further agrees to procure and have recorded, where proper for record,
all further assurances of title and affidavits as may be necessary and proper to show clear title
unincumbered in said party of the first part to said premises, in time for abstracting and for due
examination by the proper officials in Washington, D. C.; and upon demand of the party of the second
part, and upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any
time within the continuance of this agreement, a good and sufficient deed of warranty which shall
convey a good title to said premises, free of lien or incumbrance, to the said United States for the uses
and purposes contemplated by said act of Congress.

In consideration whereof the said party of the second part agrees that the United States will
purchase said property upon the terms herein expressed, and that, upon the execution and delivery of
a deed in accordance with this agreement, it will cause to be paid to said party of the first part as the
full purchase price of said property, and in full payment for all damage arising from the use of the
same for the purposes aforesaid, the sum of Sixteen hundred (\$1600) dollars, in
cash or by disbursing officer's check.

It is further mutually agreed that liens or incumbrances existing against said premises may, at
the option of the party of the second part, be removed at the time of conveyance by reserving the
amounts necessary from the purchase price and discharging the same with the moneys so reserved;
but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as
against this agreement, nor as an assumption of the same by the United States.

It is further mutually agreed that the party of the first part may retain possession of said premises
until said premises are first covered ^{in whole or in part by the back water of the Roosevelt}
Reservoir notwithstanding the earlier delivery of the deed as herein

provided, and may harvest and retain the crops thereon until such time as aforesaid; provided that the proper officers and agents of the United States may at all times have unrestricted access to said premises for the purpose of surveying for and constructing reclamation works pursuant to said act of Congress, free of any claim on the part of the party of the first part for injury or damage.

This agreement shall not operate to bind the United States to purchase said premises until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified within

two months from the date hereof, and the same shall terminate by limitation at the expiration of three months from said date; provided that the time of this agreement may at the option of the party of the second part be extended for a period equal to any delay caused by perfecting title in the party of the first part.

The provisions of this agreement shall be binding upon and shall inure to the heirs, executors, administrators, and assigns of the party of the first part, and the assigns and successors of the United States.

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

Witnesses:

Chas S Wilbeck
of Phoenix Ariz
Howard S. Reed
of Phoenix Arizona

(Signed) George T. Peter

Party of the first part.

of _____

of _____

For and on behalf of the United States,
Party of the second part.

Approved this _____ day of _____, 190____

Secretary of the Interior.

1-22-07

3

STATE OF Territory Arizona
COUNTY OF Maricopa

I, W. H. Tearley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that

George F. Peter

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said ~~separate and apart from~~ husband, and explained to ~~the contents of the~~ the contents of the foregoing instrument, and upon that examination ~~declared that~~ did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do ~~not wish to~~ not wish to retract the same.

Given under my hand and official seal, this 22 day of January, 1907.

{ [SEAL.] }

(Signed) W. H. Tearley
Notary Public

My Commission Expires Dec. 16. 1907

Official Copy

9-276

AGREEMENT TO SELL

George J. Pitt

NO

UNITED STATES

COUNTY OF _____ } ss:

I hereby certify that this instrument was filed

for record in my office at _____ o'clock _____ M.,

_____ 190____, and is duly

recorded in Book _____, Page No. _____

By _____

Fees, \$ _____

189783am-05

12-1906

960

SUBJECT:

Salt River Project.....

CSW

J. W. Lee case. DEPARTMENT OF THE INTERIOR

UNITED STATES GEOLOGICAL SURVEY

RECLAMATION SERVICE

Yuma, Arizona,

December 19, 1906.

Mr. Louis C. Hill,
Supervising Engineer,
Washington, D. C.

Dear Sir:-

I beg leave to report in regard to the suit of the Salt River Valley Water Users' Association vs. J. W. Lee et al., to condemn a right of way for a power canal constructed in connection with the Salt River Project across land in possession of the latter parties, which came on for trial at Globe, Ariz. on the 13th inst. Damages were assessed by a jury for the sum of seven hundred and fifty (\$750)dollars. Of this sum, \$400 represents the land taken (about five acres), and the balance the amount assessed by the jury as damages to the rest of the property by the taking and the construction of the canal.

All evidence relative to damages sustained by the defendants to their ditch was excluded by Judge Nave. During the argument relative to the admittance of such testimony, the order of Judge Kent allowing the complainants into possession upon filing a bond for \$2,000 to cover any damages done to defendants' land or interference with their flow of water for irrigation purposes, was referred to by defendants' counsel,

but the Court held that Judge Kent had no jurisdiction to make such an order and that according to the pleadings, the suit was brought solely to acquire a right of way for a certain amount of land and nothing more; and that any interference with Lee's ditch was ground for a separate action for damages.

That decision seemed to fairly stagger Lee's attorneys and they came very near throwing up the case then and there. They will probably appeal the case on that point. Mr. Reedy informs me that Mr. Lee has placed the entire matter in the hands of F. J. Mills who was in Globe as one of his witnesses.

In regard to a future action for damages, it is not clear as to what would be the right procedure for Mr. Lee to take. Is the United States or the Water Users' Association liable for damages? As against the proper parties Mr Lee would probably get big damages in Gila County. In fact, he stands, in my opinion, in a better situation, once in court, than he did before, as Judge Nave intimated that any interference with the ditch was in itself a trespass for which suit could be brought for damages. If the evidence above referred to had been admitted the defense would have been that the complainant was there by order of Court and that it was for Lee to show actual damage which he could not by reasonable means overcome. I raise this point because you have recommended that the United States institute suit to condemn all of his land in cluding ditches and water rights.

12-19-06

(3)

960

The question is, in case such a suit should be brought by the Government, could evidence be introduced showing damages to Lee not only for the value of his land but for his lack of means of getting water during the last two years by reason of the construction of the diversion dam and intake across his ditch right of way. It might be held under the circumstances, that he would not be required to demand water, but that the Government, having crossed his ditch, should have provided him with the proper means to obtain it at any time.

I have not the opportunity here at Yuma to look up the law on such a point and believe it should be considered by the Department before suit is started.

In case a more detailed report of the proceedings in the Lee case is desired by the Reclamation Office, I shall be pleased to do so.

Very respectfully,

Chas S. Wittich
Examiner.

12-1-06

IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE TERRITORY OF ARIZONA, IN AND FOR THE COUNTY OF GILA.

ZZZZZZZZZZZZ-----ZZZZZZZZZZZZ

The Salt River Valley Water Users Association,)
a Corporation,)
Plaintiff,)
)
Vs.)
)
John W. Lee, Nancy Lee, Alfred Kinney Admin-)
istrator of the Estate of Charles Harcourt,)
Deceased,)
)
and the unknown Heirs of Charles Har-)
Court, Deceased, Defendants.)

Comes now the Plaintiff, and for amendment of its complaint filed herein, by way of addition thereto says:

I.

That it adopts and realleges all the allegations of its original complaint herein, and says that the facts therein alleged are true; and it further says:

That one Charles Harcourt in his life time claimed to be and was in fact the owner of the real estate described in the complaint herein; that said Harcourt died in Gila county, Arizona, on or about the second day of January, 1892, intestate, then being the owner in fee and in the possession of said lands. That on the 12th day of January, 1906, the defendant Alfred Kinney was by order of the Probate Court of said Gila county duly made and entered, duly appointed administrator of the estate of said Charles Harcourt deceased, and thereupon duly qualified and thereupon became and ever since has been the duly qualified and acting administrator of said estate.

That the said Charles Harcourt deceased left heirs at law whose names and whereabouts are unknown to this plaintiff.

That said Alfred Kinney administrator as aforesaid, and the unknown heirs of the said Charles Harcourt deceased are the legal owners of and claim to have some interest in the lands described in the complaint. Of these

over

facts the Plaintiff was not advised at the time of the filing of its original complaint herein.

Wherefore Plaintiff prays that the said Alfred Kinney administrator be made a party defendant to the complaint herein, and that notice as required by law be given to the unknown heirs of the said Charles Harcourt deceased, and that judgment be rendered against them at the final hearing of this cause.

Territory of Arizona,)
County of Gila.)

Frank H. Parker, secretary of the plaintiff corporation, being duly sworn on his oath deposes and says that the matters and facts set forth in the foregoing amendment to the complaint in the above entitled cause are true.

Subscribed and sworn to before
me this _____ day of
December, 1906.

12-1-00

960

PERMIT TO USE WATER.

KNOW ALL MEN BY THESE PRESENTS, that J. W. Lee and William R. E. Lee, residing near Livingstone, Gila county, Arizona, are hereby given permission to use a certain amount of water from the power canal belonging to the United States in the Tonto basin, to irrigate during the farming season of the year 1907 from forty to fifty acres of land situated north of said canal and consisting of a portion of that tract of land more particularly described as the S 1/2 of SE 1/4 of Sec. 5, and the NE 1/4 of NE 1/4 of Sec. 7 and the NW 1/4 of NW 1/4 of Sec. 8, all in Township 3, N. R. 14 East, Gila county, Arizona, said water to be taken at a point along the line of said canal as may be determined by agreement between the licensees and Mr. Chester W. Smith, constructing engineer, U. S. R. S.

It is, however, understood that the quantity allowed to be taken by this permit, shall be measured by the amount heretofore appropriated from the Salt river in said county and used on said land and not exceed at any one time such amount as would, according to the flow of said river, be delivered to said land by what is known as the Lee water ditch if said ditch were maintained in condition to deliver said water: PROVIDED always, that the United States shall in no way be liable for any loss or damage to the said licensee for any failure to furnish water at the time and place aforesaid.

It is further understood that nothing herein expressed or any use or taking of water by reason of this permit by the licensees shall be deemed to establish any right, easment or claim on their part to the use or taking of the same from the said power canal or be considered in any manner appurtenant to the land above mentioned.

It is further understood that this license is not assignable, and may be revoked at any time by the engineer acting for the

960

United States and confers no right, claim or demand by the licensees against the government for so doing.

It is further understood that this privilege to take and use water from the said power canal is allowed in order to obviate the necessity on the part of the licensees to reconstruct a portion of their water ditch which has been washed out and partially destroyed by the floods occurring in the years 1904, 1905 and 1906, and pending proceedings on their part to perfect title to the above described lands and by so doing comply with the terms of their contract of sale to the United States.

Nothing in this instrument shall be deemed to in anywise affect the terms of a contract for purchase and sale of the premises hereinbefore described and heretofore entered into between the said Lees and the United States.

Supervising Engineer and in charge of the Salt river project for and on behalf of the U. S. Reclamation Service.

We hereby acknowledge the receipt of a duplicate copy of the above permit, and state that in case we avail ourselves of the privileges extended by the terms of the same, it is with the understanding that thereby no right, easement or claim is or shall be considered by us to be established to the use of any water for or appurtenant to the land described in the said permit from the U. S. power canal in the Tonto basin, Arizona.

8-23-00

Extension of time-contract for purchase of land of Jos. S. Mechem.

CSM
SBT/GBB

780

Roosevelt, Arizona, August 28, 1906.

Mr. F. H. Newell, Chief Engineer,
United States Reclamation Service,
Washington, D. C.

Sir:

I beg to inclose, herewith, a stipulation extending the time within which the secretary may approve of the contract for the purchase of forty (40) acres of land lying within the area of the Salt river reservoir, claimed to be owned by Jos. S. Mechem. This agreement has been secured in accordance with instructions contained in your favor of July 20th, and approved by Mr. Bien when he was in Roosevelt last month. I regret that the contract was so late in reaching your office, which was due to the fact that it had to be sent to Mr. Mechem a second time that the acknowledgement might be amended, and for other unavoidable causes.

In explanation as to why this contract was made with Mr. Mechem, I beg to state the following reasons:

When this matter was first taken up, Mr. Mechem, in answer to a formal letter sent from this office asking what he would sell his interest for, replied that his price was \$400. The amount of \$300 mentioned in my letter of July 1, 1905, was an error. On further investigation it was discovered that the property had been sold to the territory for non-payment of taxes. For the reason that tax sales under the old territorial laws are generally considered defective and easily contested - in most cases it being found that not even the requirements of the statutes have been complied with - it was not thought advisable to enter into an agreement to purchase from the board of supervisors.

Thinking that if some private individual held the title through the territory Mr. Mechem might be induced to give a quit-claim for a much smaller sum than he originally asked, I wrote to your office under date of July 1, 1905, explaining the circumstances in the case.

Your suggestions in reply were duly noted and the assistance of the Water Users' Association was solicited. However, as it did not seem possible to obtain any definite action in the matter by the association, and as Mr. Mechem insisted on receiving the price he asked for in the first place, I concluded that it would be advisable to make a contract with him, provided he would agree to give a clear title to the premises. Since then Mr. Mechem has purchased the territory's interest in the property and can give a good clear

While the property in question is not of great value, it is homesteaded land. Ten dollars an acre for 160 acres of the same character might be too much, but it is hardly to be expected that a homesteader will sell a small tract for almost nothing.

I am of the opinion that under the circumstances it is advisable to acquire the property under the terms mentioned in the contract.

Very respectfully,

Supervising Engineer.

Enclosure

8-23-06
Copy

Warranty Deed

SPECIAL

TERRITORY OF ARIZONA,
County of Gila } ss.

Know All Men by These Presents:

That JOSEPH S. MECHEM, a single man,

of the Town of Waldport, Lincoln County, State of Oregon,

for and in consideration of FOUR HUNDRED (\$400) DOLLARS,

to him in hand paid by THE UNITED STATES OF AMERICA, pursuant to the Act of June 17, 1902, (32 Stat., 388), known as the Reclamation Act,

has ^s granted, sold and conveyed, and by these presents do ^{es} grant, sell and convey unto the said THE UNITED STATES OF AMERICA.

all that certain premises described as follows, to-wit:

The Northeast quarter of the Northwest quarter of Section thirty-five (35) in Township Five (5), North of Range Eleven (11) East, Gila and Salt River Meridian, Gila County, Arizona Territory; Also all the right, title and interest in and to all ditches, water rights and improvements used on or appertaining to said land.

180

	780		

780 Roosevelt Reservoir

4-25-00

780

Agreement to Sell.

Form 9-276.

~~SALE OF WATER RIGHT.~~

THIS AGREEMENT, made this 25th day of April
 nineteen hundred and five, between Joseph S. Mechem (Unmarried)
 and his wife, of (Same) County,
State of Oregon, for his heirs, legal representatives, and assigns, of
 the first part, and THE UNITED STATES OF AMERICA and its assigns of the second part, acting in this
 behalf by Louis C. Hill of the United States Geological Survey,
 thereunto duly authorized by the Secretary of the Interior,

WITNESSETH, That the party of the first part, in consideration of the premises and of the
 agreements of the party of the second part, herein contained, does hereby agree, upon the terms and
 conditions hereinafter stated, to sell and by good and sufficient deed to convey to the United States of
 America, for the uses and purposes contemplated by the act of Congress approved June 17, 1902
 (32 Stat., 388), known as the Reclamation Act, the following described real estate and property situated
 in the county of Gila Territory of

Arizona, to wit:
The Northeast quarter of the Northwest quarter
of Section Thirty-five (35), in Township Five (5) North of
Range Eleven (11) East, Gila and Salt River Meridian, Gila
County, Arizona Territory; also all the right, title and

interest in all ditches water rights and improvements on said
premises.
 And the party of the first part further agrees to procure and have recorded, where proper for record,
 all further assurances of title and affidavits as may be necessary and proper to show clear title
 unincumbered in said party of the first part to said premises, in time for abstracting and for due
 examination by the proper officials in Washington, D. C.; and upon demand of the party of the second
 part, and upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any
 time within the continuance of this agreement, a good and sufficient deed of warranty which shall
 convey a good title to said premises, free of lien or incumbrance, to the said United States for the uses
 and purposes contemplated by said act of Congress.

In consideration whereof the said party of the second part agrees that the United States will
 purchase said property upon the terms herein expressed, and that, upon the execution and delivery of
 a deed in accordance with this agreement, it will cause to be paid to said party of the first part as the
 full purchase price of said property, and in full payment for all damage arising from the use of the
 same for the purposes aforesaid, the sum of Four Hundred (\$400) dollars, in
 cash or by disbursing officer's check.

It is further mutually agreed that liens or incumbrances existing against said premises may, at
 the option of the party of the second part, be removed at the time of conveyance by reserving the
 amounts necessary from the purchase price and discharging the same with the moneys so reserved;
 but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as
 against this agreement, nor as an assumption of the same by the United States.

It is further mutually agreed that the party of the first part may retain possession of said premises
 until _____, notwithstanding the earlier delivery of the deed as herein
 provided, and may harvest and retain the crops thereon until _____;
 provided that the proper officers and agents of the United States may at all times have free access to

said premises for the purpose of surveying for and constructing reclamation works pursuant to said act of Congress,

This agreement shall not operate to bind the United States to purchase said premises until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified within three months from the date hereof, and the same shall terminate by limitation at the expiration of three months from said date; provided that the time of this agreement may at the option of the party of the second part be extended for a time equal to any delay caused by perfecting title in the party of the first part.

The provisions of this agreement shall be binding upon and shall inure to the heirs, executors, administrators, and assigns of the party of the first part, and the assigns and successors of the United States.

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

Witnesses:

Albert Reynolds
of Waldport Lincoln Co. Oregon
Lewis V. Colvin
of Waldport Lincoln Co. Oregon

Joseph S. Meacham (married)
Party of the first part.

Chas. S. Wittich
of Roosevelt Arizona

Louis C. Stone
For and on behalf of the United States,
Party of the second part.

of _____

a.m.

Approved this 11th day of September, 1906

a.m.

Secretary of the Interior.

N-25-06

3

STATE OF Oregon
COUNTY OF Lincoln

I, William P. Wakefield, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that

Joseph S. Mechem unmarried

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered said instrument of writing as a free and voluntary act, for the uses and purposes therein set forth.

I further certify, That I did examine the said

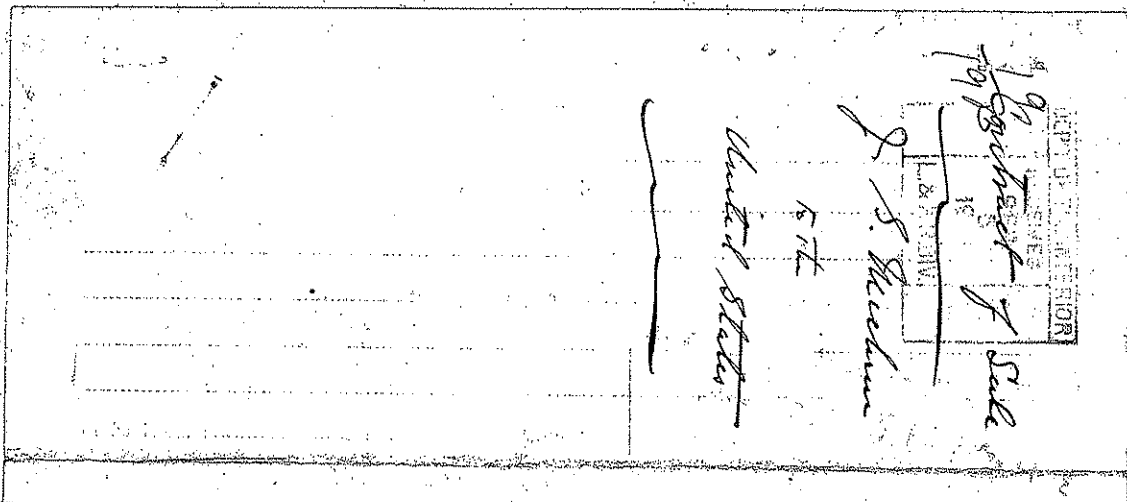
separate and apart from _____ husband, and explained to _____ the contents of the foregoing instrument, and upon that examination _____ declared that _____ did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this 25th day of April.

William P. Wakefield
Notary Public in & for
Lincoln County, Oregon

My Commission expires
Jan'y 8th 1908

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The undersigned, parties of the first and second parts, of the agreement to sell the NE 1/4 of NW 1/4 of Section 35, Township 5, North of Range 11, East, G. & S. R. M. dated the 25th day of April, 1906, do by these presents, mutually agree that the time within which the Secretary of the Interior may approve of the terms of said agreement, shall be, and hereby is, extended until the first day of October 1906

Witness:
 William B. Washfield,
 Albert Reynolds

..... Joseph S. Meekers
 Party of the first part.
 Lewis C. Hall
 Party of the second part.

July 30th 1906

1-16-06

789

Agreement to Sell.

Form 9-276.

SALE OF WATER RIGHT

THIS AGREEMENT, made this Thirteenth day of October nineteen hundred and five, between Jacob S. Duey and Emma R. Duey, his wife, of Troy, Pinal County, Arizona Territory, for their heirs, legal representatives, and assigns, of the first part, and THE UNITED STATES OF AMERICA and its assigns of the second part, acting in this

behalf by Louis C. Hill of the United States Geological Survey, thereunto duly authorized by the Secretary of the Interior,

WITNESSETH, That the party of the first part, in consideration of the premises and of the agreements of the party of the second part, herein contained, does hereby agree, upon the terms and conditions hereinafter stated, to sell and by good and sufficient deed to convey to the United States of America, for the uses and purposes contemplated by the act of Congress approved June 17, 1902 (32 Stat., 388), known as the Reclamation Act, the following described real estate and property situated

in the county of Gila Territory of Arizona, to wit:

The Southeast quarter of the Northwest quarter and the Northeast quarter of the Southwest quarter of Section Twenty-two in Township Four North of Range Twelve East, Gila and Salt River Meridian, Arizona Territory, containing eighty acres; Also all right, title and interest in and to the Gordon Water Ditch on said land and the water thereby appropriated.

And the party of the first part further agrees to procure and have recorded, where proper for record, all further assurances of title and affidavits as may be necessary and proper to show clear title unincumbered in said party of the first part to said premises, in time for abstracting and for due examination by the proper officials in Washington, D. C.; and upon demand of the party of the second part, and upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of warranty which shall convey a good title to said premises, free of lien or incumbrance, to the said United States for the uses and purposes contemplated by said act of Congress.

In consideration whereof the said party of the second part agrees that the United States will purchase said property upon the terms herein expressed, and that, upon the execution and delivery of a deed in accordance with this agreement, it will cause to be paid to said party of the first part as the full purchase price of said property, and in full payment for all damage arising from the use of the same for the purposes aforesaid, the sum of Twenty-two Hundred (\$2,200) dollars, in cash or by disbursing officer's check.

It is further mutually agreed that liens or incumbrances existing against said premises may, at the option of the party of the second part, be removed at the time of conveyance by reserving the amounts necessary from the purchase price and discharging the same with the moneys so reserved; but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

It is further mutually agreed that the party of the first part may retain possession of said premises until _____, notwithstanding the earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until _____; provided that the proper officers and agents of the United States may at all times have free access to

said premises for the purpose of surveying for and constructing reclamation works pursuant to said act of Congress, _____

This agreement shall not operate to bind the United States to purchase said premises until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified within two months from the date hereof, and the same shall terminate by limitation at the expiration of three months from said date; provided that the time of this agreement may at the option of the party of the second part be extended for a time equal to any delay caused by perfecting title in the party of the first part.

The provisions of this agreement shall be binding upon and shall inure to the heirs, executors, administrators, and assigns of the party of the first part, and the assigns and successors of the United States.

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

Witnesses:

E. Devine
of *Kelvin*
Edward Arizona

Jacob S. Drey
Emma R. Drey
Party of the first part.

of *Kelvin Arizona*
For *Jacob S. Drey*
M. S. McClung
of *Los Angeles, Calif.*

Louis B. Rice
For and on behalf of the United States,
Party of the second part.

J. M. Scott
of *Los Angeles, Cal*
For *Emma R. Drey*

Approved this *7th* day of *November*, 190*5*.

E. M. Wickcock
Secretary of the Interior.

1-10-06

3

Notary Public
COUNTY OF *Pinal* } ss.

I, *M. M. Hickey*, a *Notary Public*

in and for said county, in the State aforesaid, do hereby certify that

Jacob S. Huey

who *is* personally known to me to be the person whose name *is* subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *he* signed, sealed, and delivered said instrument of writing as *his* free and voluntary act, for the uses and purposes therein set forth.

I further certify, That I did examine the said _____ separate and apart from _____ husband and explained to _____ the contents of the foregoing instrument, and upon that examination _____ declared that _____ did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this *10th* day of *October* 190*6*

[SEAL.]

M. M. Hickey
Notary Public

My commission expires April 25, 1909.

Contract of Sale

James S. Dwyer

TO

Walter Scott

Submitted by
Leland R. McEl

May 31st
Received

TERRITORY OF ARIZONA,
County of Gila, } ss.

I, W. D. FINE, County Recorder
in and for said Gila County, do
hereby certify that the within in-
strument of writing was filed at
the request of James S. Dwyer

on the 16th day of January
A. D. 1906 at 50 Dollars past 11

O'clock A. M., and duly recorded at
Page 474 Book 2 Records

Walter Scott
Gila County, Arizona Territory

W. D. Fine
County Recorder

In Witness Whereof
I have hereunto set my hand and
the seal of said County at Globe,
Arizona, this 16th day of January,
1906.

Witness my hand and seal
this 16th day of January,
1906.

1-16-D-10

State of California,)
) ss.
County of Los Angeles.)

I, W. F. Poor, a notary public in and for said county in the state aforesaid, do hereby certify that Emma R. Duey who is personally known to me to be the wife of Jacob S. Duey, and known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed and delivered said instrument of writing as her free and voluntary act for the uses and purposes therein set forth. I further certify that I did examine the said Emma R. Duey and explained to her the contents of the foregoing instrument and upon that examination she declared that she did voluntarily sign, seal and acknowledge the same without any coercion or compulsion and does not wish to retract the same.

Given under my hand and official seal this 17th day of October, 1905.

W. F. Poor
Notary Public.

My commission expires March 5, 1907.

Warranty Deed

TERRITORY OF ARIZONA,
County of Gila } ss.

Know All Men by These Presents:

That We, Jacob S. Duey and Emma R. Duey his wife, of Troy,
Pinal County, Arizona Territory,

~~of the~~
for and in consideration of
Twenty-two (\$2,200) DOLLARS,

to them in hand paid by The United States of America, pursuant to the
Act of Congress approved June 17, 1902, (32 Stat., 388),

have 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, to-wit:

The Southeast quarter of the Northwest quarter, and the Northeast
quarter of the Southwest quarter of Section Twenty-two in Township
Four, North of Range Twelve East, Gila and Salt River Meridian, in
Gila County, Arizona Territory. Containing eighty acres; Also all
the right, title and interest in and to all water rights, ditches
and improvements used on or appertaining to said land and more
especially a one-third interest in and to what is known as the
Gordon Water Ditch and the water thereby appropriated.

SALT RIVER VALLEY WATER USERS' ASSOCIATION

Sec. 22 T. 4N R. 12E

189 Roosevelt Reservoir

789

AGREEMENT TO SELL.

THIS AGREEMENT, made this nineteenth day of December nineteen hundred and Five, between J.W.Lee, William R.E.Lee and Nancy M. E. Lee, wife of J.W.Lee

of Gila County, Territory of Arizona, for themselves & heirs, legal representatives, and assigns, of the first part, and the UNITED STATES OF AMERICA and its assigns, of the second part, acting in this behalf by Louis C. Hill of the United States Geological Survey, thereunto duly authorized by the Secretary of the Interior.

WITNESSETH, That the party of the first part, in consideration of the payment by the party of the second part of the sum of one dollar and of the premises and agreements of the party of the second part, herein contained, does hereby agree, upon the terms and conditions hereinafter stated, to sell and by good and sufficient deed to convey to the United States of America, for the uses and purposes contemplated by the act of Congress approved June 17, 1902 (32 Stat., 388), known as the Reclamation Act, the following described real

estate and property situated in the county of Gila, Territory of Arizona, to wit: the S $\frac{1}{2}$ of the S.W. $\frac{1}{4}$ of Section 5, and the N.E. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of Section 7 and the N.W. $\frac{1}{4}$ of N.W. $\frac{1}{4}$ of Section 8 all in Twp 3 N. of Range 14 E, containing 160 acres, also all the right, title and interest in and to all water rights, ditches and improvements used on or appertaining to said land

And the party of the first part further agrees to procure and have recorded, where proper for record, all further assurances of title and affidavits as may be necessary and proper to show clear title unincumbered in said party of the first part to said premises, in time for abstracting and for due examination by the proper officials in Washington D.C.; and upon demand of the party of the second part, and upon payment of the purchase price as hereinafter stipulated, to execute and deliver, at any time within the continuance of this agreement, a good and sufficient deed of warranty which shall convey a good title to said premises, free of lien or incumbrance, to the said United States for the uses and purposes contemplated by said act of Congress.

In consideration whereof the said party of the second part agrees that the United States will purchase said property upon the terms herein expressed, and that, upon the execution and delivery of a deed in accordance with this agreement, it will cause to be paid to said party of the first part as the full purchase price of said property, and in full payment for all damage arising from the use of the same for the purposes aforesaid, the sum of Sixty Five Hundred dollars, in cash or by disbursing officer's check.

It is further mutually agreed that liens or incumbrances existing against said premises may, at the option of the party of the second part, be removed at the time of conveyance by reserving the amounts necessary from the purchase price and discharging the same with the moneys so reserved; but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

This agreement shall not operate to bind the United States to purchase said premises until it shall be approved by the Secretary of the Interior, whose approval or disapproval will be signified within One month~~s~~ from the date hereof, and the same shall terminate by limitation ~~on the first day of April 1906~~ from said date; provided that the time of this agreement may at the option of the party of the second part be extended for a period equal to any delay caused by perfecting title in the party of the first part.

The provisions of this agreement shall be binding upon and shall inure to the heirs, executors, administrators, and assigns of the party of the first part, and the assigns and successors of the United States.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day of the year above written.

Witness:

George J. Hutchinson
of Monte Vista

Frank H. Parker
of _____

J. Lee for Wagner
of _____

W. Lee, William R. Lee and
of _____

W. Lee
of _____

of _____

Wm. R. E. Lee

Nancy E. Lee
party of the first part.

Louis C. Hill
For and on behalf of the
United States, Party of
the Second part.

J. Lee

Approved this 13 day of January, 1906.

Shookman
Acting Secretary of the Interior.

788

Warranty Deed

TERRITORY OF ARIZONA,

County of Gila

ss.

Know All Men by These Presents:

That we, Harry Zschoegner and Ada May Zschoegner his wife
of Globe, Gila County, Arizona Territory,

of the

for and in consideration of

Five Hundred (\$500)

DOLLARS,

to us in hand paid by The United States of America, pursuant to the

Act of June 17, 1902, (32 Stat., #38), known as the Reclamation Act

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

said The United States

all that certain premises described as follows, to-wit:

An undivided one-fourth interest in and to the South half
(1/2) of the Northeast quarter (1/4) and the North half (1/2)
of the Southeast quarter (1/4) of Section Twenty-two (22) in
Township Four (4) North of Range Twelve (12) East, Gila and Salt
River Meridian in Gila County, Arizona Territory. Also all the
right, title and interest in and to what is known as the Gordon
Water Ditch, and the water right thereby appropriated leading on
and to said land.

Lined area for text or notes.

Witness hand... this day of A. D. 190.....

Signed, Sealed and Delivered in the presence of

} [SEAL]
} [SEAL]
} [SEAL]
} [SEAL]