STATE OF ARIZONA, County of Yavapai—ss. 100.59

I do hereby certify that the within instrument was filed and recorded at request of GUARANTEE TITLE & TRUST GO.

I do hereby certify that the within instrument was filed and recorded at request of GUARANTEE TITLE & TRUST GO.

On. 100 Special Records of Yavapai County, Arizona.

Page 97-100 Special Records of Yavapai County, Arizona.

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

FRANK C. BAUER. County Recorder, By Special Records of Yavapai County Recorder, Deputy

INDEXED

#### WARRANTY DEED

Trust No. 2214 RB

For the consideration of Ten Dollars, and other valuable considerations, I or we, V. P. HENDERSON and ESTHER HENDERSON, his wife, and W. O. JONES, a single man, do hereby convey to PHOENIX TITLE and TRUST COMPANY, an Arizona corporation, as Trustee, to hold, sell and convey, mortgage or pledge the property hereby conveyed and hereinafter described, or otherwise to handle the said property in the same manner as though the Phoenix Title and Trust Company held the said property in fee simple and not as Trustee; including therein full power and authority to plat into blocks, lots, tracts, parks, streets and alleys or otherwise, the property hereby conveyed and hereinafter described, and to dedicate portions thereof as parks, streets and alleys, or otherwise, to the public use; and including full power to sell and convey the property hereby conveyed and hereinafter described, or any part thereof upon such terms as said Trustee shall designate; and to make, execute and deliver deeds therefor, in the name of said Phoenix Title and Trust Company, Trustee; and to do all further acts and things necessary or incidental for the carrying out of the above purposes, all that property situate in Yavapai County, State of Arizona, and described as follows, to-wit:

The South Half of the Northwest Quarter of Section Three; the North 75 feet of that portion of the Southwest Quarter of the Northeast Quarter of Section Three lying West of U. S. Highway 89A; the Northwest Quarter of the Northwest Quarter of Section Three; EXCEPTING therefrom the following described tract:

BEGINNING at the Northwest corner of said Section 3; thence along the section line South 89 Degrees 52 Minutes East, 188.22 feet to the true point of beginning; thence South 89 Degrees 52 Minutes East along the section line 1243.75 feet more or less to the center line of the abandoned county highway; thence South 1 Degree 05 Minutes West along the center line of the abandoned county highway, 1066.53 feet; thence North 77 Degrees 31 Minutes West, 666.65 feet; thence North 31 Degrees 44 Minutes West, 1088.68 feet to the true point of beginning.

Lots One, Two, Three, Four, Five, Six, Eight, Nine, Ten and Eleven, the Southeast Quarter of the Northeast Quarter, and the Southwest Quarter of the Northwest Quarter of Section Four.

All of Section Five.

The East Half, the East Half of the West Half, the Northwest Quarter of the Northwest Quarter of Section Eight.

Lots One, Two, Three, Four and Five, the South Half of the Northwest Quarter, the South Half of Section Nine.

Lots One, Two, Three, the Southeast Quarter of the Northeast Quarter lying West of the West right of way line of the A. T. and S. F. Railroad Company, the East Half of the Southeast Quarter, the Southwest Quarter of the Southeast Quarter, the East Half of the Northwest Quarter of the Southeast Quarter of Section Ten.

All that portion of the West Half of the Southwest Quarter of Section Eleven lying West of the West right of way of the A. T. and S. F. Railroad Company.

EXCEPTING a tract of land located in the Southwest Quarter of the Southwest Quarter of Section Eleven, and the Southeast Quarter of the Southeast Quarter of Section Ten, Township Thirteen North, Range One East of the Gila and Salt River Base and Meridian, Yavapai County, Arizona, described as follows:

BEGINNING at a point from which the section corner common to Sections 10, 11, 14 and 15, Township 13 North, Range 1 East of the Gila and Salt River Base and Meridian, bears South 22 degrees 04 minutes East, 324.13 feet; thence North 39 Degrees 32 Minutes West, 173.82 feet to the East right of way line of Highway 69; thence North 19 Degrees 20 Minutes 30 Seconds East, 20.00 feet along the East right of way line of Highway 69; thence South 37 Degrees 24 Minutes 40 Seconds East, 167.52 feet; thence North 06 Degrees 25 Minutes West, 293.15 feet; thence North 87 Degrees 05 Minutes East, 302.72 feet; thence South 06 Degrees 14 Minutes East, 150.14 feet; thence North 83 Degrees 18 Minutes East, 18.87 feet; thence South 05 Degrees 57 Minutes East, 174.34 feet; thence South 88 Degrees 53 Minutes West 320.53 feet to the point of beginning. 53 Minutes West, 320.53 feet to the point of beginning.

The North Half of the Northeast Quarter, the East Half of the Northeast Quarter of the Northwest Quarter of Section Fifteen and all that portion of the Southwest Quarter of the Northeast Quarter of Section Fifteen, described as follows:

BEGINNING at the Northeast corner of said Southwest Quarter of the Northeast Quarter; thence South along the East line thereof 745 feet; thence West 575 feet; thence South 80 feet; thence West 745 feet; thence North 825 feet to the Northwest corner of said Southwest Quarter of the Northeast Quarter; thence East along the North line thereof to the point of beginning.

EXCEPTING all coal and other minerals in said lands as reserved in U. S. Patents.

ALL IN TOWNSHIP THIRTEEN NORTH, RANGE ONE EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN.

There is hereby reserved to Grantom 60% of all coal, oil, gas, and other minerals in the land hereby conveyed with privilege in Grantors of working upon said land for the purpose of removing such coal, oil, gas and other minerals.

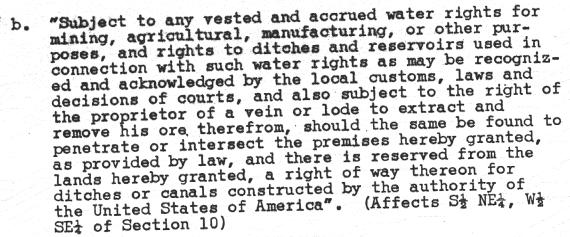
SUBJECT TO:

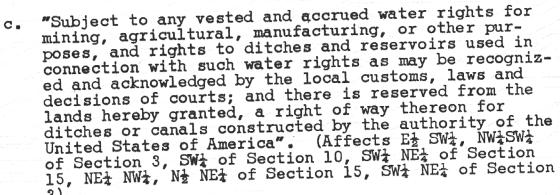
All taxes and assessments chargeable against said property levied subsequent to December 31, 1956.

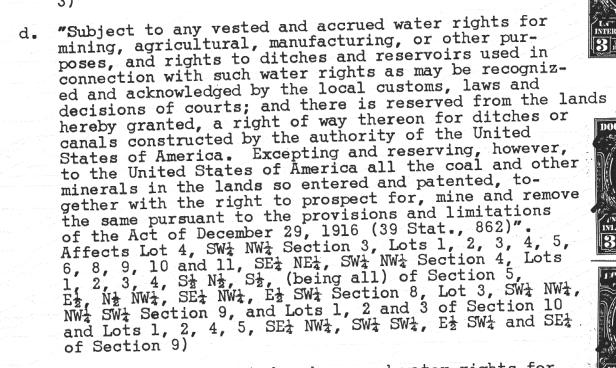
Reservations contained in patents from the United States of America,

affecting the various parcels as set forth below:

a. "Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts, and also subject to the right of the proprietor of a vein or loce to extract and remove his ore therefrom, should the same be found to penetrate or interest the premises hereby granted, as provided by laws. (Affects Ba Not of Section 3, Ea SBE of Section 10, No SME of Section 11)







e. "Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local laws, customs, and decisions of courts. And there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

Easement for electric lines and poles, and rights incident thereto, contained in instruments recorded in Book 190 of Deeds, page 122 (Affects SW NE of Section 3) and recorded in Book 190 of Deeds,



page 135 (Affects SEt NWt of Section 3) and recorded in Book 190 of Deeds, page 196 (affects Wt NWt of Section 3) and recorded in Book 190 of Deeds, page 224 (Affects Wt NWt of Section 3) and recorded in Book 9 of Official Records, page 383 (Affects NEt NWt and SWt NEt of Section 15)

Easement for public highway and rights incident thereto, contained in instrument recorded in Book 197 of Deeds, page 199. (affects SE $\frac{1}{2}$  NE $\frac{1}{2}$ , E $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 10, W $\frac{1}{2}$  SW $\frac{1}{4}$  of Section 11 and N $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 15)

License for the removal of road construction material recorded in Book 20 of Official Records, page 194 (Affects St SEt SEt, SEt SWT SET OF Section 10, lying West of highway)

Drainage ditch and dyke easement as set forth in instrument recorded in Book 24 of Official Records, page 581. (Affects NEt of Section 3)

Easement for gas pipe line and rights incident thereto contained in instrument recorded in Book 70 of Official Records, page 442. (Affects parts of Sections 5, 8 and 9)

Reservation of all minerals as contained in deed recorded in Book 102 of Official Records, page 490. (Affects that part of the  $SE_4^1NW_4^1$ ,  $S_ec.$  3 lying North and East of the abandoned highway)

All recording data refers to the records in the office of the county recorder of Yavapai County, Arizona.

It is understood and agreed by and between the parties hereto that this conveyance of the legal title to the grantee herein
as Trustee shall not operate to extinguish any mortgage or mortgages on said property that the Phoenix Title and Trust Company or
the Phoenix Title and Trust Company, Trustee, now holds or may
hereafter acquire; but that such mortgage shall remain in force
as a valid lien on said premises until released of record.

And I or we do warrant the title against all persons whomsoever, subject to the matters above set forth.

DATED this 9th day of October, 1957.

V. P. Henderson

Esther Henderson

W & Janes

STATE OF ARIZONA

38.

COUNTY, OF YAVAPAI

nstrument was obtain ledged before me this 232 day of the by V. P. HENDERSON and ESPHER HENDERSON, his wife,

Motory Public

Shire to Leas May 2, 1960

1 3 year (10)

# Warranty Deed

STATE	OF ARIZONA,
County of	Yavapai

ss.

### KNOW ALL MEN BY THESE PRESENTS:

THAT Henry A. Dameron and Lillian W. Dameron, his wife, of the County of Yavapai, State of Arizona

for and in consideration of the sum of

Ten (\$10.00)

DOLLARS

..

in hand paid by John Pruitt his wife Lillian Pruitt

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

John Pruitt \_ his wife Lillien Pruitt

all that certain premises described as follows, viz:

The northwest quarter of the northwest quarter of section fourteen (14) in Township thirteen (13) North of Range one (1) East of the Gila and Salt River Base and Meridian, in Yavapai County, Arizona, containing forty (40) acres, more or less, together with the improvements thereon.

The above described land is subject to all rights under an application by the Prescott and Eastern Railroad Company, approved July 7, 1898 and the Humboldt and Verde Valley Railroad Company, approved May 9, 1910, under the act of March 3rd, 1875, being application for rights-of-way.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said John Pruitt, his wife

heirs and assigns forever.

And we	hereby bind	ourselves, our	heirs, executors and administrators to
warrant and forever defend, all	and singular,	the premises unto the	said John Pruitt, his wife _
•			
heirs and assigns, against every	person whom	oever, lawfully claimin	ng or to claim the same or any part thereof.
,			

WITNESS our hands,	this 8th	day of Februery	A. D. 193 o .
gned, Sealed and Delivered in the Presence o	of		(SEAL)
gned, Sealed and Delivered Missio 2 2 2 2		Lillian W. Dameron	(SEAL)
		Henry A.Dameron	(SEAL)
<u> </u>			
		••••	
STATE OF ARIZONA,			
STATE OF ARIZONA,			
Before me,		, a Notary Public in and	l for the County of
State of		, on this day personally	appeared
			t to be the
			wn to me to be the
ersonwhose namesubso	cribed to the fo	regoing instrument, and acknow	d
executed the same for the Given under my hand and seal of office the	purposean	day of	A. D. 193
Given under my hand and seal of office to	h18	day Olimina	,
Notarial Seal)			Notary Public.
My Commission Expires	)		
		4000	
STATE OF ARIZONA,			
COUNTY OF			
Before me,		, a Notary Public in a	nd for the County of
, State of Ariz	zona, on this da	y personally appeared	······
wife of said			1 1 1-1-1-1 to
known to me to be the person whose name	is subscribed	to the foregoing instrument, as	na acknowledged to
me thatexecuted the	same for the pu	irposes and consideration therei	A D 193
Given under my hand and seal of office,	, this		
(Notarial Seal)			Notary Public.
(My Commission Expires	)		
	A STATE OF THE STA		
STATE OF ARIZONA,  County of Yavapai ss.			
			A-D- 1020
This instrument was acknowledged be	fore me this	8th day of February,	, 1930
by Henry A. Demeron and Lillian W	. Dameron, ni	s wile,	
(Notarial Seal) (SEAL)		R. O. Barrett	Notary Public.
(My Commission Expires Sept. 13th, 19	32)		
4		2004 000	
Filed and recorded at the request of	John Pruitt		Pools 155 of Doods
Mar 28			., DOOK 155 OI Deeds
pages, Records of Yavapa		ona. GRACE CHAPMAN.	
102	(SEAL)	GIAGE GITATRIANS	County Recorder.
By J. Janes, Deputy Recor	der.		

STATE OF ARIZONA, County of Yavapai—ss.

I do hereby certify that the within instrument was filed and recorded at the request of number of number

INDEXE

When recorded mail to: Lee Ackerman Inv. Co., 7000 E. Camelback, Scottsdale, Arizona

## WARRANTY DEED

Trust No. 2214 RB

For the consideration of Ten Dollars, and other valuable considerations, I or we, V. P. HENDERSON and ESTHER HENDERSON, his wife, and W. O. JONES, a single man, do hereby convey to PHOENIX TITLE AND TRUST COMPANY, an Arizona corporation, as Trustee, to hold, sell and convey, mortgage or pledge the property hereby to hold, sell and convey, mortgage or otherwise to handle the said conveyed and hereinafter described, or otherwise to handle the said property in the same manner as though the Phoenix Title and Trust company held the said property in fee simple and not as Trustee; Company held the said property in fee simple and not as Trustee; including therein full power and authority to plat into blocks, including therein full power and alleys or otherwise, the property hereby conveyed and hereinafter described, and to dedicate portions thereof as parks, streets and alleys, or otherwise, to the public use; and including full power to sell and convey the property hereby conveyed and hereinafter described, or any part thereof upon by conveyed and hereinafter described, or any part thereof upon such terms as said Trustee shall designate; and to make, execute and deliver deeds therefor, in the name of said Phoenix Title and the Trust Company, Trustee; and to do all further acts and things necessary or incidental for the carrying out of the above purposes, all that property situate in Yavapai County, State of Arizona, and described as follows, to-wit:

ANNE LOUISE and COUSIN JANE lode mining claims, designated as Survey No. 3682 in the Big Bug Mining District, Yavapai County, Arizona. Patent whereof is of record in Book 129 of Deeds, page 125.

GOLD STANDARD, GUARANTEE, CHAS. DAVIS and OMAHA MINE lode mining claims designated as Survey No. 3683 in the Big Bug Mining District, Yavapai County, Arizona. Patent whereof is of record in Book 127 of Deeds, page 479.

There is hereby reserved to Grantoms 60% of all coal, oil, gas, and other minerals in the land hereby conveyed with privilege in Grantors of working upon said land for the purpose of removing such coal, oil, gas and other minerals.

## SUBJECT TO:

That in the absence of necessary legislation by Congress, the Legislature of Arizona may provide rules for working the mining claims or premises hereby granted, involving easements, drainage, and other necessary means to its complete development.

Easements, reservations and restrictions of record.

The Current and agreed by and between the parties hereto the Current as this conveyance of the Current as any mortogace or mortogace or mortogace or managed and groups. The Charles are the Company or the Phoenic Current and Current an

łxxxlhe<u>rkicensexnyreczybanyxkoxbiexkicsensorxkhe</u>xfołkowingxamonnk<u>e</u>yxcompukedxo<u>n</u>xaxkonnagexbasisyxforxtho removalxofxroadxeonatruskionxmakeriakxxkoxwit ThexsimxofxxxcentexperxtonxforxSakeatxandxhggregatexbasexhoarse Thexsumxofx4xeentsxpsxxtonxforxMineralxAggsegatexandxScreenings RaymentxofxsxidxamountsxtoxhexbesedxonxEnyineertsxestimatexofxspreadxquantitiesxafteerxcompletionxofxcontreatx 2. That the parcel of land hereinabove described shall be used for no other purpose than the removal of road construction material for use in the construction of above entitled project. 3. That nothing herein contained shall be construed as granting title to any land belonging to the Licen-4. The Licensee herein agrees to slope the side of the pit area to a 4:1 slope and to replace all overburden back in the excavation when they have finished using the pit area.

5. Payment is to be made at the flat rate of \$500.00 for all material removed.

6. Licensee herein agrees to stay in pit as shown on the sketch. All Grants, privileges and conditions herein contained shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties hereto. I this 20th day of February, 1952.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed the day and year first above Dated this written. STATE OF ARIZONA, by and through its Highway Department. By N. C. KELLY MOORE Patricia E. Savage Accepted: Licensor "KELLY" MOORE Chief Right-of-Way Agent STATE OF ARIZONA SS. County of Maricopa ) This instrument was acknowledged before me on this 20th day of February, 1952, by Patricia E. Savage for the purpose and consideration therein expressed. (NOTARIAL SEAL) Nora McNatt Notary Public. My Commission Expires: May 15, 1953 Filed and recorded at request of Arizona Highway Dept. April 2 A.D. 1952 at 2:30 o'clock P.M. Book 197 of Deeds, Pages 198-199, Records of Yavapai County, Arizona. GRACE CHAPMAN (SEAL) County Recorder By Maybell Sims Deputy Recorder Project S-38 Form R/W-9-5431-1M-11-13-51 County Yavapai Approved Jas. A. Parker Item 26 District Engineer EASEMENT THIS INDENTURE, made this 8th day of January, 1952 by Mar 12 1952 and between V. P. HENDERSON and ESTHER HENDERSON, Husband and Wife W. O. JONES, a single man hereinafter designated the Grantor and THE STATE OF ARIZONA, herein RECITALS:

after designated the Grantee.

The Grantee requires a right of way over and a perpetual easement to a parcel of land belonging to the Grantor, upon which the Grantee may construct and maintain thereafter a public highway, and all incidents there The Grantor does hereby grant to the Grantee a perpetual easement for such purposes subject, however, to the reservation, provisions and conditions hereinafter contained, and said Grantor does hereby approve the location of said highway and consents to the establishment thereof over said land; and does hereby release the said State of Arizona from, and waives all claim for damage or compensation for and on account of the establishment and construction of said highway other than set forth herein. In consideration of the premises, covenants, and conditions to be kept and performed by the Grantee and the further consideration of the sum of One Thousand Twenty and no/100 Dollars (\$1,020.00) the Grantor does hereby grant a perpetual easement, and does by these presents convey to the use of the Grantee forever, that certain strip, tract, or parcel of land and real estate situated in and being a part of the SE, NE, and E, SE, of Section 10; the W½ SW, of Section 11 and the N½ NEL Section 15 \*\*Subdivision\*\* Township/kok\*\* 13 North Range/\*\*Rank\*\* 1 East, Gila and Salt River Base and Meridian, Yavapai County, Arizona; said parcel of land required for highway right-of-way being irregular in width, 100 feet on the southwesterly side of, and varying feet on the north-easterly side of, parallel and adjacent to the relocated center line of the CORDES JCT-PRESCOTT Highway, Project No. S-38, a State Highway, as said center line runs with all curves and angles as shown on the map of. said highway in the office of the State Highway Engineer, and being more particularly described as follows: PARCEL NO. 1: All that portion of the SE, NE, of Section 10, Township 13 North, Range 1 East, Yavapai County, lying 100 feet on the southwesterly side of, parallel and adjacent to the relocated center line of the Cordes Jct-Prescott Highway, Federal Secondary Project 38 and all that portion of said parcels of land lying between the relocated center line and the westerly right of way line of the Atchison, Topeka and Santa Fe Railway Company. The relocated center line of said highway being described as follows:

Beginning at a point on the south line of the SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> of Section 10, at Highway Engineer's Station 4180+75, approximately 180 feet westerly of the southeast corner of  $SE_{+}^{L}$   $NE_{+}^{L}$  of Section 10; thence extending in a northerny direction to a point on the north line of the  $SE_{+}^{L}$   $NE_{+}^{L}$  of Section 10, approximately 720 feet easterly of the northwest corner thereof, at approximate Highway Engineer's Station 4194+75. Comprising an area of 6.43 acres, more or less. PARCEL NO. 2:
A strip of land 200 feet in width traversing the E½ SE¼ of Section 10; the W½ SW¼ of Section 11 and the N½
NE¾ of Section 15, lying 100 feet on each side of the following described center line.
Beginning at a point on the south line of the NE¼ NE¾ of Section 15, approximately 410 feet easterly of the southwest corner thereof; at approximate Highway Engineer's Station 4139+45; thence extending in a northeasterly direction to a point on the north line of the SE¼ of Section 10, approximately 180 feet westerly of the northeast corner thereof, at approximate Highway Engineer's Station 4180+75.
Comprising an area of 18.96 acres, more or less.

TO HAVE AND TO HOLD the same forever, together with the right to authorize, permit and license the use thereof not inconsistent with its primary use as a highway and temporary rights of way over, upon and across lands of the Grantor that may be required for the purpose of, or in the course of construction and repair of said highway, provided that the Grantee complies with, keeps, and carries out the following stipulations which said highway, provided that the Grantee complies with, keeps, and carries out the following stipulations which run with and are attached to all right and interest granted herein. CONDITIONS: 1. It is understood and agreed that the amount of money mentioned herein is accepted by the Grantor as full compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage, and for infull compensation for the land taken as right of way and in settlement for all claims for damage. jury or damage to the contiguous land from which the right-of-way is severed, now owned by Grantor, and for his assigns and successors in interest thereof, that may hereafter arise or result from the construction, alteration and maintenance of the road bed, its embankment or grade.

And I or we do warrant the title against all persons whom-soever, subject to the matters above set forth.

DATED this 9th day of October, 1957.

sther Henderson

STATE OF ARIZONA SS.

This instrument was acknowledged before me this 33d day of October, 1957, by V. P. HENDERSON and ESTHER HENDERSON, his wife, and Jones.

Notary Public

SEALO

Commission expires May 2, 1960