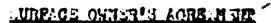
File 14455



THIS AGREEMENT, made and entered into this first day of Cotober, 1955, by and between L. W. ROBERTS, JR., and ORDERDS A. ROBERTS his wife (hereinefter for convenience collectively called the "Land Cwner"), first parties, and SANTA FE PACIFIC RAILROAD COMPINY, a corporation (hereinefter for convenience called "Santa Fe Pacific"), second party.

HITHESSETH'

R.CITALS: '

Land Owner is the owner of the following described premises included in a certain deed of conveyance given by Santa Fe Pacific, hereinafter referred to as "described premises," and situated in the County of Apache, State of Arizona, to wit:

OILA AND SALT RIVER MERIDIAN, ARIZONA

Township tremty-one North, Remes trenty-nine Onst

Subject, however, to exceptions and reservations of minerals and rights of entry to prospect for, mine and remove the same and to use so much of the surface of said lands as may be necessary and convenient contained in said deed of conveyance of the described premises given by Santa Fo Pacific.

Santa Fe Pacific has heretoford leased most of the described premises for the purpose of prospecting for bentonite and mining and removing the same. These leases are in full force and affect and mining operations have already been carried ap for a considerable period of time and will probably continue for many years.

It is desirate this time to avoid any future dispute as to what surface uses are permissible with respect to the described promises under said rights of entry and

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surface use, expressed or implied, and as to what uses would or might be considered excessive thermuder, and to provide an equitable consideration to the Land Owner for the right to make such uses.

AGREEM ARTY

HOW, TRUNG WORE, it is mutually understood and agreed between the parties herete as follows:

Lond Owner and the Land Owner agrees to accept the sum of Four thousand and no/100 Dollars (14,000,00), receipt whereof is hereby admondedged, as full compensation for any and all damages caused by prospecting and mining under the aforementioned lease or leases prior to October 1, 1955, and the Land Owner hereby confirms, autends, and grants to Sante Ra. Profile, its leaseds, successors and assigns, the essents and rights to enter upon the described premises and to prospect for, sine, store and remove bentonite, using any means or methods of mining, stripping, quarrying, drilling or any other or different process of extraction or development, and to construct, maintain and use upon, within, and over said premises, machinery, tanks, engines, pipe, power and telephone lines, water wells, not including water from Land Owner's wells, restemys, and, without limitation by reason of the foregoing ammeration, any and all other structures, equipment, fixtures, appurtenences, or facilities (all the above being included under the term "facilities") necessity or convenient in prospecting for and developing, producing, storing, transporting and marketing bentonite produced from any portion of the described premises.

Section 2. Santa Fe Proific agrees, so long as bentonite is being mined and shipped from the described promises, to pay or cruse to be paid to Land Owner one cent [12] for each ton of bentonite sined and shipped on and after vectors. The said payments to be made quarterly and shall be based upon reliming shipping weights. The said one cent [12] a ton shall be in lieu of any other payment expressed or implied in deed of denveyance of the described promises given by Santa Pe Pacific.

Section 3. Nothing herein contained shall be construct as a covenant to mine by Santa Pe Pacific, or its lessess, or as a grant of any mineral right to the Land Cemer.

Caction 4. The essenants, rights and uses herein

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shall be binding upon the described presises and each and overy part thereof, and the present and future owners thereof, and shall continue for the benefit of the present or future owners of the bentonite rights in the described promises and each and every part thereof, and their lessees.

The contract the contract of t the state of the s The second of th

Rection 5. This agreement and the essessats, rights end usus granted herein shall terminate when ell commercial hentonite shall have been wined and removed from the described promises unless terminated sooner by mutual agreement of the parties hereto; provided, however, that such termination shall not terminate the rights of entry and of surface use expressed or implied in the deed or deeds of conveyance from Santa Fe Proific.

Section 6. This agreement shall inure to the benefit of, and shall be binding upon the heirs, executors, administrators and assigns of the Land Owner, and the successors and assigns of Santa Pe Pacific.

IN WITHOUS WHEREOF, the parties heroto have exeouted this agreement the day and year first above written.

SANTA F3 PACIFIC RAILROAD COMPANY

(Corporate Seal)

By (Sgd) R. G. Rydin

Vice-President

ATTEST:

(Sgd) R. D. Brown Assistant Secretary -

(Bgd)	L.	¥.	Ro	ber	ta,	Jr.	
(Sgd)	Ger	tru	de	A.	Rot	erts	

FORM APPROVED Pennenors, craig, allen & Hocleynen (Sed) Henry W. Allen Solicitors for Arizona

becartis in Book 17 Copiel German Process

Jerya. No. 107.

UPFORT DIMERLY ACCEPTABLE

THIS ACREM IN, made and entered into this first dny of April, 1956, by and between G. C. WILLICE and
Elizabeth J. Wellace his wife (horoinafter for
convenience collectively called the Land Owner), first portion, and CARCA F. P. CIPIC R. HARDAD COMPANY, a corporation (hereinafter for convenience called "Canta Fe Proific"), second party.

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A.CITALS!

Land Camor is the emer of the following described presides included in a certain deed of conveyance given by Canta Fe Facific, hereinefter referred to as "described premises, and situated in the County of Apache, State of Arizona, to wit:

CILA AND SMIR RIVER HUMIDIAN, ARISONA

Tomahin twenty-one Horth. Innea twenty-nine inst

Coetions 15 and 21, it is and bill section 22, and soutions 27, 23 and 34.

Subject, however, to exceptions and reservations of minerals and rights of entry to prospect for, mine and remove the sense and to use so much of the surface of said lands as may be necessary and convenient contained in said deed of conveyance of the described promises given by 'enta Pe Pecific.

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It is desired at this time to evoid any futuro dispute as to that curface uses are persissible with respect to the deferibed presides under said rights of entry and

ourface use, expressed or implied, and as to that uses would or night be considered excessive theremeter, and to provide an equitable consideration to the Land Caner for the right to note such uses.

CRETERIES.

botroom the parties herote as follows:

Lection 1. Ennth Fe Pacific agrees to pay to the Land Order and the Land Order agrees to accept the sum of Five hundred and no/100 Dellars (U500.00), receipt whereof is hereby admond blood, as full componention for any and all desarges caused by prespecting and mining under the aforementioned lease or leases prior to Prill, 1956, and the Land Order hereby confirms, actuals, and grants to Santa Fe Pacific, its lesses, successors and assigns, the engagests and rights to anter upon the described premises and to prospect for, mine, store and remove bentonite, using any nears or methods of mining, stripping, quarrying, drilling or any other or different process of extraction or development, and ever said premises, machinery, tanks, engines, pipe, power and telephone lines, water wells, not including unter from Land Order's wells, readways, and, without limitation by reason of the foregoing summeration, my and all other structures, equipment, fixtures, appurtenances, or facilities (all the above being included under the term "facilities") necessary or convenient in prospecting for and developing, producing, storing, transporting and morketing bentonite produced from any portion of the described promises.

Dontonite is being mined and shipped from the described promises, to pay or cause to be poil to land Owner one cent (1¢) for each ten of bentonite mined and chipped on and after April 1, 1956, said payments to be unde quarterly and shall be based upon railway shipping weights. The said one cent (1¢) a ten shall be in lieu of any other payment expressed or implied in deed of comeyance of the described premises given by Centa Fe Pacific.

Cootion 3. Nothing heroin contained shall be construed as a coverant to sine by Santa Pa Pacific, or its lessess, or as a grant of any mineral right to the land Owner.

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shall be binding upon the described precises and each and overy part thursof, and the present and future owners there-of, and shall continue for the bonefit of the present or future owners of the bintonite rights in the described promises and each and every part thereof, and their lessees,

loction for This agreement and the engagement, rights and upon granted herein shall terminate them all consercial buntonite shall have been mined and recoved from the described promises unless terminated sooner by mutual agreement of the parties horston provided, however, that such termination shall not terminate the rights of outry and of surface use expressed or implied in the dood or doods of conveyance from Tanta Pe Paoific.

Section 6. This agreement shall inure to the benefit of, and shall be binding upon the hoirs, executors, ndministrators and assigns of the Land Conor, and the successors and assigns of Santa Pe Pacific.

III VITILIES WHEREOP, the parties hereto have exeouted this agreement the day and year first above written.

> SANTA PE PACIPIC HAILROAD COMPANY Frosident

ACTRISTS

No. 8871 State of Arizons, County of Apache ss. Filed & Recorded at the request of Santa Fe Pacific Railroad Co. This instrument is filed for record at 3:30 P.M. on this 23rd day of May, 1956 and recorded in Book No. 17 of Official Records at pages 161-163 Records of Apache County, Arisons.

Fennemore (raig, Alter & MSClenner)
By W. E. Craig
Solicitors for Arizona

Form Approved

(Seal)

(Sgd) Virgie Heap County Recorder