

appurtenances, unto the said second party, his heirs and assigns forever.

And the said first party covenants with the said second party his heirs and assigns, that it was lawfully seized of the said 169 acres of land situated in said San Francisco Mountains Forest Reserve, which it relinquished as aforesaid to the United States of America at the date of such relinquishment, and that the lands so relinquished were at the time thereof free and clear of all incumbrances whatsoever and that it had good title to the said lands so relinquished at the date of such relinquishment and had the right to relinquish the same under the said Acts of Congress; provided however, and it is expressly understood and agreed between the parties hereto that if the United States shall reject the title to any of the said lands so relinquished to it, and by reason thereof shall refuse to approve any of the selections made in lieu thereof as aforesaid, and shall refuse on account thereof to permit other lands to be selected under said Acts of Congress and in case of the breach of any other covenant or agreement, express or implied in this indenture, in respect to any of the lands so relinquished as aforesaid and which breach shall prevent the further selection and approval of other lieu lands in place of any of the lands so relinquished, then the measure of damages to be recovered on account thereof shall be such a proportion and no more, of the entire consideration paid, as the number of acres of relinquished lands to which the title thereto shall prove insufficient to warrant the selection of lieu lands as aforesaid, shall bear to the entire number of acres relinquished to the United States as aforesaid; but in no event shall the amount of damages which said second party shall be entitled to recover exceed the consideration herein expressed, to-wit: Five Hundred and ninety one dollars and fifty cents, with interest thereon at the rate of five per cent per annum from the date of payment. It is further agreed by the parties hereto that if any part of the selections of lieu lands made as aforesaid under the direction of said second party and described and conveyed herein shall not be approved by the proper officers of the United States for patent for any reason whatsoever then said second party shall within a reasonable time after approval thereof by the United States, convey all of its right, title and interest in the same to the said second party, his heirs and assigns, subject to the covenants herein contained.

In Witness Whereof The said Santa Fe Pacific Railroad Company party of the first part has caused this deed to be signed by its President and attested by its Assistant Secretary and its seal to be duly affixed the day and year first above written.

Attest: E.L. Copland

Assistant Secretary.

Santa Fe Pacific Railroad Company

by E.P. Ripley, its President.

Signed, sealed and delivered in presence of

Frances E. Ripley

J. Lingham

State of California

County of Santa Barbara, ss. On this 7th day of April A.D. 1906 before me, F.H. Lingham, a Notary Public in and for said County and State, personally appeared E.P. Ripley to me personally known to be the President of the Santa Fe Pacific Railroad Company and who as such President executed the within instrument on behalf of the corporation therein named; and the said E.P. Ripley being by me duly sworn did say that he is the president of said Santa Fe Pacific Railroad Company and that the seal affixed to said instrument is the corporate seal of said corporation and the said E.P. Ripley acknowledged to me that such corporation executed the same and said instrument to be the free act and deed of said corporation.

In Witness Whereof I have hereunto set my hand and affixed my notarial seal the day and year above written. My Commission expires Oct. 3rd. 1909

(Notarial Seal)

F.H. Lingham

Notary Public.

Filed for record by Chas P. Maginnis on July 31st. 1906 at 1.15 P.M.

A. Fleischhauer, Co. Auditor.