

FILED
U.S. DIST. CT.
SANTA CLARA
CALIFORNIA

THIS DEED, made and entered into this 10th day of April, 1941, by and between The Permanente Corporation, a California corporation, hereinafter referred to by its corporate name, and Todd-California Shipbuilding Corporation, a Delaware corporation, hereinafter referred to by its corporate name,

WITNESSETH: That for and in consideration of the sum of Ten Dollars (\$10.00) lawful money of the United States of America, the receipt whereof is hereby acknowledged, The Permanente Corporation does hereby grant, bargain and sell to Todd-California Shipbuilding Corporation all that real property situated in the County of Santa Clara, State of California, more particularly described as follows:

PARCEL A: All that real property situated in Section 18 of Township 7 South, Range 2 West, M.D.S. & M., in the County of Santa Clara, State of California, being a portion of that parcel of land described as "Parcel No. 7" and conveyed to The Permanente Corporation by the Santa Clara Holding Co., Ltd., by Deed recorded July 12, 1939 in Book 942 of Official Records of Santa Clara County, California, at page 290 thereof, particularly described as follows:

Beginning at a point in the Southwesterly line of Rancho San Antonio, which point of beginning is distant thereon South 45° 10' East 182.23 feet from an iron pipe monument marking the most Westerly corner of that certain tract of land designated "Parcel No. 1" in that certain Deed to the Santa Clara Holding Co., dated January 18, 1934 and recorded in Book 678 of the official records of said County, at page 425 thereof, said point of beginning being also the most Northerly corner of that certain tract of land described in the Deed from The Permanente Corporation to the Southern Pacific Company, dated March 22, 1941, recorded March 25, 1941 in Volume 1029, page 210, Official Records of Santa Clara County, which tract of land will be hereinafter designated "Parcel No. 13" (for purposes of this description, the bearing of said line of Rancho San Antonio is marked upon the ground by said iron pipe monument at the most Westerly corner of "Parcel #1" and by an iron pipe monument distant thereon Northwesterly 1672.60 feet from said corner of "Parcel No. 1" and is taken as South 45° 10' East), running thence from said point of beginning on and along the Northwesterly line of said "Parcel No. 13" so conveyed to Southern Pacific Company, South 55° 08' 20" West a distance of 1760.00 feet; thence leaving said line of "Parcel No. 13" North 88° 44' 10" East a distance of 1070.00 feet; thence North 38° 29' 10" West a distance of 700.00 feet; thence North 81° 30' 50" East a distance of 200.00 feet; thence South 38° 29' 10" East a distance of 474.71 feet; thence North 35° 08' 20" East a distance of 915.04 feet; thence South 54° 51' 40" East a distance of 350.0 feet; thence North 35° 08' 20" East a distance of 1304.96 feet to a point in said Southwesterly line of Rancho San Antonio; thence along said line of Rancho San Antonio South 45° 10' East a distance of 710.14 feet, more or less, to said point of beginning, containing 47.5 acres, more or less of land.

PARCEL B: All that real property situate in Section 18 of Township 7 South, Range 2 West, M.D.S. & M., in the County of Santa Clara, State of California, being a portion of that parcel of land described as "Parcel No. 7" and conveyed to The Permanente Corporation by the Santa Clara Holding Co., Ltd., by Deed recorded July 12, 1939 in Book 942 of Official Records of Santa Clara County, California, at page 290 thereof, particularly described as follows:

Beginning at a point on the Southwesterly line of Rancho San Antonio, distant thereon South 45° 10' East 293.04 feet from a 3/4" iron pipe monument marking the most Westerly corner of that certain tract of land designated as "Parcel No. 1" in that certain Deed to Santa Clara Holding Co., dated January 18, 1934 and recorded in Book 678 of Official Records of Santa Clara County at page 425 thereof, said point of beginning being also the most Westerly corner of that certain tract of land described in the Deed from The Permanente Corporation to the Southern Pacific Company, dated March 22, 1941, recorded March 25, 1941 in Volume 1029, page 210, Official Records of Santa Clara County, which tract of land will be hereinafter designated "Parcel No. 13". Running thence from said point of beginning on and along the Southwesterly line of said "Parcel No. 13" South 54° 08' 20" West a distance of 120.00 feet; thence leaving said line of Parcel No. 13 South 48° 10' East a distance of 120 feet, more or less, to a point on the right-of-way line of the Permanente Creek County Road, as said Road was established by Deed from Alice E. Swain et al. to County of Santa Clara, recorded February 14, 1904 in Book 170 of Deeds, page 16; thence Northwesterly on and along the Northwesterly right-of-way line of said County Road a distance of 120 feet, more or less, to the point of intersection thereof with said Southwesterly line of Rancho San Antonio; thence along said line of Rancho San Antonio North 45° 10' West a distance of 124 feet, more or less, to said point of beginning, containing 3.6 acres of land, more or less.

Witness with the following rights-of-way and easements:
(a) To enter upon, construct and maintain necessary drainage structures and roads, and to use the same jointly and concurrently with The Permanente Corporation, within a strip of land 120 feet in width lying Southwesterly from and contiguous to the Southwesterly line of said "Parcel No. 13" heretofore conveyed by The Permanente Corporation to the Southern Pacific Company as aforesaid, and extending Southwesterly from said Southwesterly line of Rancho San Antonio a distance of 2400 feet.

(b) To enter upon said Parcel No. 13 and construct thereon an over-pass structure for roadway purposes and to maintain and use such structure for such purposes at the place, on the ground and in the manner that the right to construct, maintain and use the same was reserved by The Permanente Corporation to itself, its successors, grantees and assigns, in and to said parcel and over the Permanente Corporation to the Southern Pacific Company

1041-43

as trustee, does hereby grant, remise, release and reconvey unto the person or persons legally entitled thereto, their heirs and assigns, without any warranty, all the estate and interest derived to said San Jose Abstract & Title Insurance Co., a corporation, trustee, by or through said deed of trust, in the lands situate in the County of Santa Clara, State of California, and therein described, together with the appurtenances. Special reference being hereby made to said deed of trust and the record thereof for a particular description of said lands.

IN WITNESS WHEREOF said San Jose Abstract & Title Insurance Co., a corporation, by its President thereunto duly authorized, has caused its corporate name to be hereunto subscribed and its corporate seal to be hereto affixed this 7th day of May A.D. 1941.
(CORPORATE SEAL)

SAN JOSE ABSTRACT & TITLE INSURANCE CO. as trustee
By L.P. Edwards, President

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA)SS

On this 7th day of May A.D. 1941 before me, F.W. Hilton a Notary Public in and for the County of Santa Clara, State of California, personally appeared L.P. Edwards, known to me to be the President of the corporation that executed the within instrument, as trustee, and acknowledged to me that such corporation executed the same as trustee.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.
(NOTARIAL SEAL)

F.W. Hilton Notary Public in and for the County of Santa Clara, State of California.
FILING NO. 217302

Filed for record at the request of San Jose Abstract & Title Insurance Co. May 7 1941 at 11 min past 4 o'clock P. M.

CHAS. A. PAYNE RECORDER
J.H. Thomas Deputy Recorder

Fee 1.00

Compared doc *L.P. Edwards*
compared book *1041-43*

\$1.65

THIS INDENTURE made and entered into this 16th day of May, 1941, by and between The Permanente Corporation, a California corporation, hereinafter called "Permanente", and Todd-California Shipbuilding Corporation, a Delaware corporation, hereinafter called "Todd",

WITNESSETH: That for and in consideration of the sum of ten dollars (\$10.00 lawful money of the United States of America, and other good and valuable considerations, the receipt whereof is hereby acknowledged, Permanente does hereby grant, bargain, sell and convey to Todd all that real property situated in the County of Santa Clara, State of California, more particularly described as follows:

All that real property situate in Section 16 of Township 7 South, Range 2 West N.D.B. & M. in the County of Santa Clara, State of California, being a portion of that certain parcel of land described as "Parcel No. 7" and conveyed to The Permanente Corporation by the Santa Clara Holding Co., Ltd., by deed recorded July 12, 1939 in Book 942 of Official Records of Santa Clara County, California, at page 290 thereof, particularly described as follows:

Beginning at a point in the northwesterly line of that certain tract of land designated "Parcel A" in that certain deed from The Permanente Corporation to Todd-California Shipbuilding Corporation dated April 10, 1941 and recorded April 12, 1941 in the office of the County Recorder of said Santa Clara County, in Volume 1029 of Official Records at page 406 thereof, distant thereon South 35° 08' 20" West 1104.96 feet from the most northerly corner of said "Parcel A"; running thence from said point of beginning North 54° 51' 40" West a distance of 803.55 feet; thence South 35° 08' 20" West a distance of 981.75 feet to that certain angle point in the boundary line of aforesaid "Parcel A" lying between the courses respectively designated North 51° 30' 50" East and South 38° 29' 10" East; in aforesaid deed from The Permanente Corporation to Todd-California Shipbuilding Corporation; thence on and along the boundary line of said "Parcel A" South 38° 29' 10" East a distance of 472.71 feet to an angle point; thence, continuing along said boundary line of "Parcel A", North 35° 08' 20" East, a distance of 915.04 feet to an angle point; thence continuing along said boundary line of "Parcel A", South 54° 51' 40" East, a distance of 350.00 feet to an angle point; thence continuing along said boundary line of "Parcel A", North 35° 08' 20" East a distance of 200.00 feet, more or less, to said point of beginning; containing 12.32 acres, more or less, of land.

TO HAVE AND TO HOLD all and singular, the said premises together with the appurtenances.

IN WITNESS WHEREOF said The Permanente Corporation has caused its corporate name to be hereunto subscribed and its corporate seal to be hereunto affixed by its officers first thereunto duly authorized on the day and year hereinafore first written.
(CORPORATE SEAL)
THE PERMANENTE CORPORATION

JOURNAL OF THE NOTARIES
I, Paul E. Rogers, a Notary Public in and for the County of Alameda, State of California,
residing therein, duly commissioned and sworn, personally appeared E.H. Trefethen, Jr.
and G.C. Sherwood, known to me to be the Vice-President and Assistant Secretary respectively
of The Permanente Corporation, the corporation that executed the within instrument, and
known to me to be the persons who executed said instrument on behalf of said corporation,
and acknowledged to me that said corporation executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
at my office in said County and State, the day and year of this certificate first written.
(NOTARIAL SEAL)

Paul E. Rogers Notary Public in and for the County of
Alameda, State of California
My commission expires: Oct. 23, 1944
FILING NO. 218212

Filed for record at the request of California Pacific Title & Trust
Company May 19 1941 at 26 min past 11 o'clock A. M.

CHAS. A. PAYNE RECORDER
M. W. Balon Deputy Recorder
compared book *File*

DEED OF TRUST

THIS DEED OF TRUST was the 3rd day of May A.D. 1941, between C.A. Schaufel
and his wife, his wife, as trustee, and A.J. Tyler as trustee, and Louisa Pratt,
his wife, his wife, as joint tenants, as beneficiary.

That said trustee hereby grants, conveys and confirms unto said
beneficiary the following described real property situated in the County of Santa Clara,
to-wit:

Portions of plots 14 and 15, as shown upon that certain map entitled, "Map
of the City of San Jose, California, which map was filed for record in the office of the Recorder
of the County of California, on September 10, 1885 in Book B of Maps,
at page 11, and as more fully described as follows:

Beginning at the northwestern corner of Plot 14, as said Plot is shown
upon the above referred to map; thence running along the northern line of said Plot 14
North 11° West 220.75 feet to the northeastern corner of the 0.8712 acre tract
shown on the map from Mrs. S. Lewis et al, to Eugene J. Fontana et ux, dated
December 13, 1940 and recorded December 13, 1940 in Book 1019 O.R. page 91, Santa Clara
County Records; thence South 0° 23' East 109.92 feet along the eastern line of said 0.8712
acre tract to the southeastern corner thereof; thence North 89° 38' West along the
southern line of said 0.8712 acre tract 236.42 feet to the northeastern line of that
certain 0.311 acre tract of land excepted from the description of Parcel 1 in the deed
from Lillian S. Stewart et vir, to Gertrude E. Grandorff et vir, dated March 29, 1934,
and recorded May 19, 1934 in Book 681 O.R. page 574, Santa Clara County Records; thence
along the northeastern line of said 0.311 acre tract South 43° 29' East 98.75 feet to
the northern line of North Quarry Road; thence easterly along the northern line of said
road with its sinuosities, said northern line being 10 feet northerly from the center
line of said road to the eastern line of said road-to-the-eastern-line-of said Plot
14; a straight line between the extremities of said northern line bearing North 85° 20'
East 436.75 feet, thence along the eastern line of said Plot 14 North 1° 35' East
150.66 feet to the point of beginning. Containing approximately 1.29 acres of land,
Surveyed December 8, 1940 by Wm. H. Green, Registered Civil Engineer.

Together with the appurtenances thereto and the rents, issues and profits
thereof, and reserving the title to said premises.

TO HAVE AND TO HOLD the same unto said trustee and his successors,
upon the trusts hereinafter expressed, to-wit:

First. As security for the payment of two hundred seventy-five dollars in
legal money of the United States of America with interest thereon, according to the
terms of a promissory note of even date herewith, the principal and interest payable in
the manner, at the rate, at the times and upon the terms as therein specified, executed
by said trustee to said beneficiary.

Second. As security for the payment of such additional sum or sums with
interest thereon, as may be hereafter loaned to the trustee by said beneficiary when
authorized by the promissory note or promissory notes of said trustee.

Third. As security for the payment of all other monies that may become
due said trustee and beneficiary, or either of them, pursuant to this instrument.

Fourth. During the continuance of these trusts, said trustee and beneficiary
or either of them, are authorized to keep the buildings on said land insured in favor
of said beneficiary against loss by fire not exceeding their value; it being agreed
that in the event of a loss, the amount collected under any policy of fire insurance
on said property may, at the option of the beneficiary, be credited upon any indebtedness
secured hereby, or said amount, or any portion thereof, may be released to said trustee;
said trustee or beneficiary, or either of them, are authorized, at any time without notice,

MAY 21 1941
RECORDED
A. J. TYLER, Notary Public